



# **BOGAN SHIRE COUNCIL**

## **Ordinary Business Paper**

**I hereby give notice that an Ordinary Council Meeting will be held on:**

**Date: Thursday, 26 June 2025**

**Time: 7.00pm**

**Location: Bogan Shire Council  
Council Chambers  
81 Cobar Street  
Nyngan**

**Derek Francis  
General Manager**





### **Published Recording of Council Meeting**

This Council Meeting is being recorded for publishing on Council's website as a public record. By speaking at the Council Meeting, you agree to being recorded and for this recording to be published. Please ensure that if and when you speak at this Council Meeting that you are respectful to others and use appropriate language at all times. Bogan Shire Council accepts no liability for any defamatory or offensive remarks made during the course of this Council Meeting.





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- 1 OPENING PRAYER**
- 2 REMEMBRANCES**
- 3 APOLOGIES**
- 4 DISCLOSURE OF INTERESTS**

**5 CONFIRMATION OF ORDINARY MINUTES****6.1 MINUTES OF ORDINARY MEETING - 22 MAY 2025**

The minutes of the Ordinary Council Meeting held at the Bogan Shire Council, Council Chambers, 81 Cobar Street, Nyngan on 22 May 2025 have been circulated to Council.

**Recommendation**

That the minutes of the Ordinary Council Meeting held at the Bogan Shire Council, Council Chambers, 81 Cobar Street, Nyngan on 22 May 2025, be received and noted.

**6 NOTICE OF MOTION**

Nil

**7 MAYORAL MINUTES**

Nil

**8 COMMITTEE MEETING MINUTES**

Nil

**10 GENERAL MANAGER'S REPORTS****10.1 GENERAL MANAGERS CHECKLIST**

Item	Date	Minute No	Matter	Action Required	Officer	Status
1	21/12/2017  23/11/2023	392/17  282/23	Increase of train speed through Nyngan	Strong letter of concern and a request to address Council be sent to the relevant rail authorities and a copy to the local member.  That Council respond to Minister Aitchison, with a request that the train speed limit be reduced to 20km/hour, as Council is not in a position financially to provide rail crossing lights.	GM	Refer below.  This matter was drawn to the attention of Minister Aitchison on 12/01/2024 during her visit to Nyngan.  Further letters sent to Minister Aitchison and Roy Butler MP. Discussed with Minister Aitchison on 15/07/2024 during her visit to Nyngan.  Letter received from Minister Aitchison. TNSW has requested a review of train speeds from UGL.
2	27/02/2025	012/25	Nyngan Emergency Bore	That Council seek tenders for the Nyngan Emergency Bore project as now proposed by NSW Public Works with the following scope of works:	DIS	Design work has commenced.

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Item	Date	Minute No	Matter	Action Required	Officer	Status
	23/04/2025	086/25		i. Installation of a new bore, with power supply, in the vicinity of the current bore that meets the boundary proximity requirements of the Water Sharing Plan. ii. Installation of pipeline from the new bore site to Nyngan iii. Project design, project management and other associated costs.  That Council endorse investigations of designs including piping up to 225mm for the Nyngan Emergency Bore Pipeline.		<b>COMPLETED</b>
	22/05/2025	115/25		That Council endorse a 225mm diameter pipe for the Nyngan emergency Bore.		<b>UPDATE:</b> Report to Council refers <b>COMPLETED</b>
3	27/05/2021	126/21	Addressing Local Job Vacancies	Council delays the launch of the marketing campaign until progress is made with	DPCS	Refer below.

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Item	Date	Minute No	Matter	Action Required	Officer	Status
	28/09/2023	207/23		<p>establishing more housing accommodation in Nyngan.</p> <p>Council provides a budget of \$25,000 for production of videos for the relocation campaign.</p>		<p>Production of Employment video in progress.</p> <p><b>UPDATE:</b> Production of Health and Education video in progress.</p>
4	25/07/2024	144/24	New Water Treatment Plant Site	<p>That Council does not proceed with building the new Water Treatment Plant on the site adjacent to the substation at the end of Dandaloo Street.</p> <p>That Council constructs the new Water Treatment Plant on the Council owned land at the Raw Water Pump Station at the upper weir.</p>	DIS	In Progress
5	22/08/2024	174/24	Hoskins Street Subdivision	That Council seek the assistance of Local Member, Roy Butler to approach the Minister for Western NSW / Minister for Regional NSW	GM	Local Member has requested an extension of time from the Minister for Regional New South Wales.

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Item	Date	Minute No	Matter	Action Required	Officer	Status
	20/01/2025	002/25		<p>for an extension of time within which to complete the Hoskins Street Subdivision Project.</p> <p>Council decline to accept any of the tenders submitted to the Council meeting on 28 November 2024 for the construction of lead in infrastructure for the 33 Lot Residential Subdivision on Hoskins Street. The General Manager enter into negotiations with the remaining tenderers and other parties, starting with the next best ranked tenderer according to the report provided to the meeting on 28 November 2024, to undertake the project in the best interests of Council subject to financial constraints, being the remaining grant funds and borrowings authorised at Council's November meeting.</p> <p>A panel comprising the Deputy Mayor, General Manager, Director</p>		<p><b>UPDATE:</b> Formal application has been made to the Department of Primary Industries and Regional Development. Awaiting confirmation of extension of time.</p> <p><b>UPDATE:</b> Awaiting confirmation of extension of time before providing contractor with Letter of Acceptance</p>

Item	Date	Minute No	Matter	Action Required	Officer	Status
				Infrastructure Services and Director Finance and Corporate Services be delegated the authority to determine the appointment of suitable contractors to undertake the project in the best interests of Council, based on recommendations from Lyons Project Management, and subject to financial constraints - being the remaining grant funds and borrowings authorised at Council's November meeting.		
6	24/10/2024	245/24	Reclassification of Land – 8 Tabratong Street	<p>That Council resolve to:</p> <ol style="list-style-type: none"> <li>1. Lodge the Planning Proposal to Reclassify Public Land at 8 Tabratong Street Nyngan with the Department of Planning, Housing and Infrastructure for a Gateway Determination; and</li> <li>2. Undertake community consultation in accordance with the Gateway Determination.</li> </ol>	DDES	<p><b>UPDATE:</b></p> <p>Public Exhibition completed. No submissions received. A public hearing conducted by Council's consultant will be held on date to be confirmed.</p>

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Item	Date	Minute No	Matter	Action Required	Officer	Status
7	27/07/2023	160/23	School Exchange Program	The General Manager commence discussions around the future of the Tongling Exchange Program, with a report to Council.	GM	Discussions held with Acting Principal, Nyngan High School.
	25/07/2024	146/24		That Council consider locations that may have economic/industry ties for the School Exchange Program, to enhance the student experience.		
8	26/10/2023	247/23	Before and After School Care, Nyngan	That the Before and After School Care matter be further pursued with the Department of Education, and if necessary the Minister.	GM	Refer below.  Correspondence sent to Local Member.
	22/02/2024	009/24		Issue of lack of Before and After School Care in Nyngan be referred to Local Member.  That Council request the Local Member to make further contact		

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Item	Date	Minute No	Matter	Action Required	Officer	Status
	25/07/2024	147/24		with the Minister for Education about the lack of Before and After School Care in Nyngan.		Email sent to Local Member in August 2024. Contact, with reminder, made with Local Members Office October 2024. GM and DPCS met with officials of Department of Education to discuss community concerns. Local Member has written to Minister for Education and Early Learning and issued a press release.
9	23/11/2023	278/23	Nyngan Year-Round Fishery	That Council provide in principle support for the development of a Memorandum of Understanding with DPI Fisheries for a managed fishery in the Nyngan off-river storages, with a further report to Council to consider a draft Memorandum of Understanding.	DIS	Department of Primary Industries and Regional Development have advised that preparation of a risk assessment and draft Memorandum of Understanding is in progress.
10	27/06/2024	134/24	Nyngan Community Homes	That Council request that Nyngan Community Homes Association presents a satisfactory Business Plan and shows it has the capacity to build planned homes on the land, Council will consider	GM	Email forwarded to Nyngan Community Homes with Council resolution and to contact the General Manager if further information is required.

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Item	Date	Minute No	Matter	Action Required	Officer	Status
				an appropriate arrangement to facilitate the provision of the land which was formerly the Palais Theatre, on the basis of that plan.		Business Plan received from Nyngan Community Homes, 01/12/2024 with a request to address Council at a future meeting. Date to be determined in consultation with Mayor.
11	22/08/2024	175/24	Nyngan Tennis Section 355 Committee	<p>That Council:</p> <p>(Establishes a Nyngan Tennis Section 355 Committee.</p> <p>Adopts the attached Nyngan Tennis Section 355 Committee Instrument of Delegation effective from 23 August 2024.</p> <p>Becomes a member of Tennis NSW.</p> <p>Installs the Tennis NSW booking and locking systems for the Nyngan tennis courts and clubhouse.</p> <p>That the General Manager has further discussions with the interim executive of Nyngan Tennis Club about membership, fees and other relevant matters with a further report to Council.</p>	GM	<p><b>UPDATE:</b></p> <p>Meeting held with Committee – verbal update to be provided to the Meeting.</p>

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Item	Date	Minute No	Matter	Action Required	Officer	Status
12	24/10/2024	214/24	Nyngan Railway Fencing	That Council again write to Local State Member Roy Butler, seeking support for the urgent need for fencing to be erected by UGL	GM	<p>Email sent 23/10/2024. Further email sent 05/12/2024.</p> <p>Email received from UGL 18/12/24 advising that they are in the process of seeking quotes for the palisade fencing request.</p> <p>Email received from UGL advising that construction of palisade fencing is scheduled for April or May 2025.</p> <p><b>UPDATE:</b> Further emails sent to UGL on 22 May &amp; 6 June 2025 seeking an update on timing.</p>
13	24/10/2024	242/24	Vermont Hill Road	That Council defers a decision until a detailed report can be presented to Council on the design and costs associated with construction of this section of the road, and that the General Manager investigates the need to place "Road Closed" signage at either end of that section of road	DIS	Road closed signs erected.

Item	Date	Minute No	Matter	Action Required	Officer	Status
				to deter through traffic from using it, if it is currently untrafficable.		
14	28/11/2024	255/24	NSW Heritage Grants	<p>Council notes that applications are open for the 2025-27 Local Government Heritage Grants to support, promote and realise the values of locally significant heritage.</p> <p>Council makes application under this grant scheme to prepare a heritage study for the Bogan Shire LGA.</p> <p>Council provides matching funding for the grant of up to \$25,000 with this amount to be included in the February Budget Review to be funded from identified savings.</p>	DDES	<p><b>UPDATE:</b> Grant application successful. Now proceeding to engage NSW Public Works Heritage Unit.</p> <p><b>COMPLETED</b></p>
15	28/11/2024	260/24	Nyngan Town Hall	Council calls for a proposal from NSW Public Works for the preparation of a conservation management plan for the Nyngan Town Hall.	DIS	<p><b>UPDATE:</b> Grant application successful. Now proceeding to engage NSW Public Works Heritage Unit.</p> <p><b>COMPLETED</b></p>

Item	Date	Minute No	Matter	Action Required	Officer	Status
				The General Manager submits an application under the 2025-27 Local Government Heritage grants for the preparation of this Plan.		
16	28/11/2024	281/24	Nyngan RSL sub-Branch Avenue of Remembrance	<p>That Council agrees, in principle, to an Avenue of Remembrance on Cannonbar Street, between Hoskins Street and Cemetery Road.</p> <p>That the General Manager and staff work with the Nyngan RSL sub-Branch on a suitable design, including indigenous tree species.</p> <p>That an estimate of cost be prepared for consideration at a future meeting of Council, to help determine the extent of Councils financial contribution to the project.</p> <p>That Council propose to the Nyngan RSL sub-branch, that Council accept their offer, and plant 70 Populnea or Bimble Box.</p>	DDES	<p><b>COMPLETED</b></p> <p><b>UPDATE:</b> Nyngan RSL sub-branch has accepted Council's proposal and will discuss public participation in planting</p>
	22/05/2025	105/25				



Item	Date	Minute No	Matter	Action Required	Officer	Status
						and an opening ceremony with Council.
17	27/03/2025	043/25	Control of Pest Bird Species	<p>That the General Manager prepare a report for consideration at the April 2025 Ordinary Council Meeting, detailing the following:</p> <p>The role of State and Local Government in the management of pest Bird Species (Indian Myna).</p> <p>Actions undertaken by State Government in the management of pest Bird Species (Indian Myna).</p> <p>Any options available for external funding for Local Government and/or local community groups for eradication and management programs.</p> <p>Any options for programs to be developed that could seek funding from Business owners in Nyngan for the management of Pest Bird Species.</p>	DDES	<b>COMPLETED</b>
	22/05/2025	120/25				

Item 10.1

Item	Date	Minute No	Matter	Action Required	Officer	Status
				<ol style="list-style-type: none"> <li>1. That Council liaise with The Dubbo Indian Myna Control Group, purchase five Indian Myna traps and approach the Nyngan Mens Shed to construct larger avian traps.</li> <li>2. That Council publish information about the Indian Myna and control measures on social media and Council's website, to raise community awareness.</li> <li>3. That Council apply for grant funding to promote community participation in managing Indian Myna populations within the Bogan LGA.</li> <li>4. That Council survey local businesses to determine if there is interest in contributing funds and/or supporting practical efforts to assist in the management of Indian Myna birds.</li> </ol>		<p><b>UPDATES:</b></p> <p>Staff have contacted the Dubbo Indian Myna Control Group and five Indian Myna traps have been ordered.</p> <p>Once traps are received, information/education on the Indian Myna bird will be rolled out along with option to loan a trap from Council</p> <p>In progress</p> <p>In progress</p>

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Item	Date	Minute No	Matter	Action Required	Officer	Status
18	27/03/2025	045/25	Cobar Water Board Water Supply Agreement	That the General Manager enter into a lease agreement with the Cobar Water Board for Lot 1 DP803368 for a period of 10 years, at an agreed market related rental, with annual rent renew for the purposes of the installation of solar panels and a water pump station. This agreement is subject to a successful negotiation of a Water Supply Agreement with Cobar Water Board.	GM	In progress <b>UPDATE:</b> Report to Council refers.

**1. Attachments**

Nil

**2. Recommendation**

That the report relating to the Monthly Checklist be received and those items marked as “Completed” be removed from the Checklist.

## **10.2 LOCAL GOVERNMENT ELECTION COSTS**

### **1. Introduction**

The purpose of this report is to bring to Council's attention the increase in election costs for the last local government election.

### **2. Background**

The 2024 local government election was held on 14 September 2024. Council makes provision in its budget for the cost of these elections based on a cost estimate provided by the NSW Electoral Commission.

### **3. Discussion**

In January 2023 Council was advised by the NSW Electoral Commission that the estimated cost for the 2024 local government elections was \$42,640. This was an increase from the actual cost in 2021 of \$34,561.

The appropriate budget provision was made.

Council has now been advised that the actual cost of the elections was \$54,750 which represents a 58% increase from 2021.

### **4. Attachments**

Nil

### **5. Recommendation**

That this report be received and noted.

## 10.3 COUNCILLOR AND MAYORAL FEES

### 1. Introduction

The purpose of this report is to advise Council of the determination of the Local Government Remuneration Tribunal and to recommend that Council fixes Councillor and Mayoral Fees for the 2024/25 financial year based on this determination.

### 2. Background

Section 241 of the Local Government Act 1993 requires the Local Government Remuneration Tribunal to determine each year the maximum and minimum amounts of annual fees payable during the following year to Mayors and Councillors.

Sections 248 and 249 of the Act require Councils to fix and pay fees based on the Tribunal's determination. If Council does not fix a fee, Council is required to pay the minimum fee determined by the Tribunal.

### 3. Discussion

The following are approved for rural general-purpose councils for the 2024/25 financial year:

Councillor		Mayor (Additional Fee) *	
Minimum	Maximum	Minimum	Maximum
\$10,220	\$13,520	\$10,880	\$29,500

\* - This fee must be paid in addition to the fee paid to the Mayor as a Councillor (s.249(2))

The Tribunal considered a range of factors in determining the amount to increase minimum and maximum fees payable to councillors and mayors. This included a wide range of economic data such as:

- Consumer Price Index for the 12 months to December each year
- Wage Price Index for the 12 months to December each year
- Full-time average weekly ordinary time earnings for the 12 months to November each year
- NSW Public Sector Salaries increases
- Local Government State Award increases
- IPART Rate Peg Base Cost Change
- Public Service Senior Executive remuneration determinations, by the Statutory and Other Offices Remuneration Tribunal, and
- State Members of Parliament Basic Salary remuneration determinations by the Parliamentary Remuneration Tribunal.

On this occasion the Tribunal has determined that a 3% increase will apply to the minimum and maximum fees applicable to existing categories

A copy of the Tribunal's Report is available on <https://www.remtribunals.nsw.gov.au> or from the General Manager's Office.

The Tribunal has determined, pursuant to section 241 of the Local Government Act, 1993 that the fees payable to Councillors and the Mayor of Bogan Shire Council, effective from 1 July 2025, are as follows:

Councillor		Mayor (Additional Fee) *	
Minimum	Maximum	Minimum	Maximum
\$10,530	\$13,930	\$11,210	\$30,390

\* - This fee must be paid in addition to the fee paid to the Mayor as a Councillor (s.249(2))

Previously, Bogan Shire Council has resolved to pay Councillors the minimum fee and 75.7% of the maximum Mayoral Fee with this being split 80% to the Mayor and 20% to the Deputy Mayor. Taking into account the Tribunal's determination, this would translate into the following for 2025/26:

	Councillor Fee	Mayor Fee	Total Fee
Councillors	\$10,530	-	\$10,530
Deputy Mayor	\$10,530	\$4,601	\$15,131
Mayor	\$10,530	\$18,404	\$28,934

#### 4. Attachments

Nil

#### 5. Recommendation

That Council considers and sets the fees payable to Councillors, Deputy Mayor and Mayor of Bogan Shire Council, effective from 1 July 2025, in line with the Local Government Remuneration Tribunal's determination.

## 10.4 NYNGAN TO COBAR PUMP STATIONS - LICENCE AGREEMENT

### 1. Introduction

The purpose of this report is to confirm Council's position with regard to a licence agreement for the Nyngan to Cobar Pump Stations and to provide an update on discussions with Cobar Water Board on a Water Supply contract.

### 2. Background

At its meeting in March 2025 Council considered a report from the General Manager in relation to a Water Supply Agreement with Cobar Water Board and a lease for the land on which the new Cobar Water Board pump station is to be situated (Lot 101 DP803368).

At that meeting it was reported that The Department of Climate Change, Energy, the Environment and Water (DCCEEW) was seeking an access, construction and operation licence to allow them to progress the construction of a new pump station on behalf of Cobar Water Board.

After considering the report Council resolved as follows (045/2025):

*That the General Manager enter into a lease agreement with the Cobar Water Board for Lot 1 DP803368 for a period of 10 years, at an agreed market related rental, with annual rent renew for the purposes of the installation of solar panels and a water pump station. This agreement is subject to a successful negotiation of a Water Supply Agreement with Cobar Water Board.*

In relation to the Water Supply Agreement, Bogan Shire Council has been in discussion with representatives of Cobar Water Board about a new water supply agreement off and on for at least the last 12 years. The current agreement, the Overshot Weir Agreement 1970, grants Cobar Water Board the right to extract water from Bogan Shire Council's water assets (the weir pool) but a more contemporary agreement is required to ensure relative rights and responsibilities are clearly articulated.

To progress a new Water Supply Agreement, meetings facilitated by Minister Rose Jackson's office involving the General Manager of Bogan Shire Council, the Secretary of the Cobar Water Board and staff have been held on 24 October 2024, 26 February, 24 March, 14 May, 4 June and 17 June 2025. The current meeting agenda is mainly centred around a review and discussion of the draft Water Supply Agreement proposed by Bogan Shire Council in 2021.

### 3. Discussion

Council's resolution from March has been communicated to the Secretary of the Cobar Water Board and to DCCEEW.

Notwithstanding this, DCCEEW have been in ongoing discussions with the General Manager since March to try and negotiate an Access, Construction and Operation Licence Agreement for the Nyngan High Lift and Low Lift pump stations so that construction can commence. The High Lift pump station is to be situated on Lot 101 and the Low Lift station is to be situated on the site of the existing river side pump station on Lot 102.

Council's position regarding support for the Nyngan to Cobar Pipeline project (incorporating pumpstations) has consistently been to communicate to DCCEEW and the Minister's Office, which is:

*Bogan Shire Council appreciates the urgent need for the NSW Government to address Cobar Water Board's failing infrastructure to support and enhance economic (mining) activity in Cobar and to ensure that residents of Cobar have access to safe drinking water. Bogan Shire Council has a long history, spanning decades, of working collaboratively with Cobar Water Board and Cobar Shire Council to meet these objectives and we support the project in principle.*

Attached is the latest draft of the Access, Construction and Operation Licence Agreement proposed by DCCEEW which has been amended to try and address Council's concerns with earlier versions.

Advice received on the content of the current draft Licence Agreement raises concerns, in the context of resolution 045/2025, about the provisions of Clause 11(1)(b) which states

*The Licensor further acknowledges that the Designated Entity will, by voluntary agreement with the Licensor or in accordance with the applicable Legislative Requirements, [emphasis added] acquire an interest in the Land to enable the Designated Entity to:*

- (i) keep the Works on the Land;*
- (ii) access the Works and to operate; and/or*
- (iii) maintain the Works.*

Council's advice suggests that "applicable legislative requirements" should be interpreted as a compulsory acquisition process which will allow scope to negate Council's intentions as expressed in resolution 045/2025.

This concern, along with other matters was conveyed to DCCEEW at a meeting held on 6 June 2025. Following this meeting the attached response was received from DCCEEW. DCCEEW officials will be available at the pre-meeting briefing to answer questions from Councillors.

Advice received also raises concerns about relative rights and obligations contained within Clause 15. The land reference in Schedule 1 also has to be updated to reflect new subdivisions.

Councillors will note from the agreement that the construction compound (or zone) shown in red on Schedule 4 to the Agreement exceeds the final operational / occupation area and that the proposed works at the river side pump station, as shown on Schedule 7, actually go beyond the boundaries of Lot 102. Lot 102 is currently owned by Bogan Shire Council.

Direction is being sought from Council as to whether it will consider entering into the draft Access, Construction and Operation Licence Agreement – in current, or modified form.

#### **4. Attachments**

1. Draft DCCEEW Access, Construction and Operation Licence Agreement
2. Letter from DCCEEW dated 12 June 2025



**5. Recommendation**

1. For Council's consideration

Department of Climate Change, Energy, the Environment and Water



## **Access, Construction and Operation Licence Agreement**

### **Project: Nyngan to Cobar Pump Stations Upgrade**

CONT25/451



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## Date

The Agreement is dated

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## Parties

### Licensor

<b>Name</b>	Bogan Shire Council
<b>ABN</b>	68 8862 420 83
<b>Address</b>	81 Cobar Street, NYNGAN NSW 2825

### Licensee

<b>Name</b>	Water Administration Ministerial Corporation established under section 371(1) of the <i>Water Management Act 2000</i> (NSW)
<b>ABN</b>	32 471 530 421
<b>Address</b>	Level 15, 4 Parramatta Square, 12 Darcy Street, PARRAMATTA NSW 2150



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## Background

- A. The Licensor owns the Land.
- B. The Licensed Area is located on the Land.
- C. The Works consist of the upgrade of the Nyngan High Lift and Nyngan Low Pump Stations. The Works are further particularised within this Agreement.
- D. The Construction Activities involve the construction of the Works in accordance with this Agreement and are further particularised within this Agreement.
- E. The Operation and Maintenance Activities involve the operation and maintenance of the Works in accordance with this Agreement and are further particularised within this Agreement.
- F. The Licensee wishes to access and use the Licensed Area to:
  - F.1 keep the Works on the Licensed Area;
  - F.2 perform the Construction Activities on the Licensed Area; and
  - F.3 perform the Operation and Maintenance Activities on the Licensed Area;
- G. The Licensor agrees to grant the Licensee the Licence for the Licence Term to:
  - G.1 keep the Works on the Licensed Area; and
  - G.2 perform the Construction Activities on the Licensed Area; and
  - G.3 perform the Operation and Maintenance Activities on the Licensed Area.
- H. The Works will be owned by the Designated Entity.

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## Signing Page

### Executed as an agreement

**Licensor-** Executed by an authorised  
delegate of **Bogan Shire Council**

Signature of delegate

Full name

Position

Date

Signature of witness

Full Name

Usual address

Date

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**Licensee** Signed by me as a delegate of the  
**Water Administration Ministerial Corporation**  
**ABN 32 471 530 421** and I hereby certify that I  
have no notice of revocation of such delegation  
in the presence of:

Signature of delegate

Full name

Usual address

Date

Signature of witness

Full name

Usual address

Date

User Note: If the signature is witnessed over audio visual link, insert the following statement: '*I, the witness name above, confirm that the document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).*']





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## Agreed Terms

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### 1. Definitions and Interpretation

#### 1.1 Definitions

The following definitions apply unless the context requires otherwise.

**Access Track** means a road, path, track or trail.

**Activities** means:

- (a) obtaining any Approvals which may be required in relation to:
  - (i) the Works; and
  - (ii) the Activities;
- (b) the Construction Activities (if clause 8.7 applies);
- (c) the Operation and Maintenance Activities (if clause 8.8 applies);
- (d) the performance of the Licensee's obligations under this Agreement;
- (e) any other activities specified in Item 1; and
- (f) any other activities which are necessary or incidental to the Activities.

**Agreement** means this contract and the schedules to this agreement.

**Agreement Date** means:

- (a) if counterparts of this Agreement are not used, the date on which this document is executed by the last party to execute this document; or
- (b) if counterparts of this Agreement are used, the date on which those executed counterparts are exchanged by the parties.

**Approval** means any certificate, licence, consent, permit, approval, direction or requirement of any Authority.

**Authority** means any statutory, public, municipal, government or administrative department, commission, authority, agency or entity or any private electricity, telecommunications, gas, water, sewer or other utility company having jurisdiction in any way in connection with the Activities, the Works (including the use or occupation of the Works) or the Project.

**Business Day** means any day except Saturday or Sunday or a day that is a public holiday in Sydney.

**Claim** includes any demand, remedy, injury, damage, loss, liability, right of action and claim for compensation or abatement of Licence Fee.

**Construction Activities** means the works and activities which the Licensee may perform or procure to design and construct the Works, including the activities set out in Schedule 3.

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**Designated Entity** means the owner of the Works, which will be the Cobar Water Board (ABN 82 617 007 174), being a body established under the *Water Management Act 2000* (NSW), or such other person as may be notified to the Licensor from time to time.

**Essential Energy** means the statutory State owned corporation, Essential Energy (ABN 37 428 185 226), established under the *State Owned Corporations Act 1989* (NSW);

**Government Entity** means:

- (a) a State owned corporation established under the *State Owned Corporations Act 1989* (NSW); and
- (b) an entity that is a statutory body representing the Crown.

**Item** means an item in Schedule 1.

**Land** means the land specified in Item 2.

**Legislative Requirements** includes:

- (a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth, the State or Territory where the Licensed Area is located and any relevant local government; and
- (b) Approvals.

**Licence** has the meaning given in clause 5.1(a).

**Licence Fee** means the amount or amounts (if any) payable by the Licensee to the Licensor in accordance with clause 6.2.

**Licence Term** means the duration of the Licence.

**Licensed Areas** means the areas specified in clause 5.3(a).

**Licensee** means the person or persons specified as the Licensee in this Agreement.

**Licensee's Associate** means:

- (a) any of the Licensee's employees, agents, contractors and consultants;
- (b) the Licensee's Representative;
- (c) any other New South Wales Government authority, department or agency and their respective employees, agents, contractors and consultants;
- (d) the Designated Entity (other than the Licensee); and
- (e) any other person which may perform the Activities.

**Licensee's Representative** means the person appointed by the Licensee to be the Licensee's representative under clause 4.1.

**Licensor** means the person or persons specified as the Licensor in this Agreement.

**Licensor Associates** means:

- (a) any of the Licensor's employees, agents, contractors and consultants;

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- (b) the Licensor's Representative;
- (c) the occupiers and users of the Land; and
- (d) others having a right of access to the Land.

**Licensor's Representative** means the person appointed by the Licensor to be the Licensor's representative under clause 4.1.

**Loss** means any damage, liability, action, loss, charge, costs or expense.

**Notice of Dispute** has the meaning given in clause 18(a).

**Operation and Maintenance Activities** means the works and activities which the Licensee may carry out to operate and maintain the Works, including the activities set out in Schedule 3.

**Principal Contractor** has the meaning given in the WHS Legislation.

**Project** means the project specified in Item 3.

**REF** means the review of environmental factors for Nyngan to Cobar Pipeline pursuant to Division 5.1 of the *Environmental Planning and Assessment Act 1979* (NSW).

**WHS Legislation** means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW).

**Works** means the assets described in Schedule 3.

**Works Designs** means the designs of the Works and any amendments to the Works Designs made in accordance with clause 8.4.

## 1.2 Interpretation

In this Agreement (unless the context otherwise requires):

- (a) words denoting the singular include the plural and vice versa;
- (b) the word 'includes' in any form is not a word of limitation;
- (c) where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) headings and sub-headings are for ease of reference only and do not affect the interpretation of this Agreement; and
- (e) a reference to:
  - (i) 'day' means a calendar day;
  - (ii) a gender includes all other genders;
  - (iii) any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;

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- (iv) any document (such as a deed, agreement or other document) is to that document (or, if required by the context, to a part of it) as amended, novated, substituted or supplemented at any time;
- (v) writing includes writing in digital form;
- (vi) this Agreement is to this Agreement as amended from time to time;
- (vii) 'A\$', '\$', 'AUD' or 'dollars' is a reference to Australian dollars;
- (viii) a clause, schedule or attachment is a reference to a clause, schedule or attachment in or to this Agreement;
- (ix) any property or assets of a person includes the legal and beneficial interest of that person of those assets or property, whether as owner, lessee or lessor, licensee or licensor, trustee or beneficiary or otherwise;
- (x) a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
- (xi) a person includes the legal personal representatives, successors and permitted assigns of that person, and in the case of a trustee, includes any substituted or additional trustee; and
- (xii) any body or agency (**Original Body**) which no longer exists or has been reconstituted, renamed or replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body or agency which most closely serves the purposes or objects of the Original Body.

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## 2. Performance of Licensee's Obligations and Activities

The Licensor acknowledges and agrees that the Licensee's obligations under this Agreement and the Activities may be carried out by the Licensee or on behalf of the Licensee by any of the Licensee's Associates. Nothing in this clause 2 will limit or otherwise affect the Licensee's liability to the Licensor under this Agreement.

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## 3. Licensor Disclosures

- (a) The Licensor:
  - (i) warrants that the information contained in Schedule 2 is correct and complete as at the Agreement Date;
  - (ii) acknowledges that it is aware that the Licensee has entered into this Agreement relying on the information contained in Schedule 2; and
  - (iii) must immediately notify the Licensee in writing if any of the information contained in Schedule 2 changes or is no longer correct or complete.
- (b) The Licensor acknowledges and agrees that the Licensee may, to the extent reasonably required, disclose any information about this Agreement, the Land, the Activities or the Works to the Licensee's Associates.





#### **4. Administration**

##### **4.1 Representatives**

- (a) Each party must appoint a person to be their representative.
- (b) At the Agreement Date:
  - (i) the Licensee appoints the person specified in Item 4 to be the Licensee's Representative; and
  - (ii) the Licensor appoints the person specified in Item 5 to be the Licensor's Representative.
- (c) Each party may replace their representative by giving written notice to the other parties of the new person that is their representative.
- (d) Each party's representative:
  - (i) will be the primary point of contact for the other parties in connection with all matters relating to the Activities, the Works and this Agreement;
  - (ii) will have authority to report on behalf of their appointing party all aspects of the Activities, the Works and this Agreement;
  - (iii) must answer all reasonable queries raised by another party relating to the Activities, the Works and this Agreement; and
  - (iv) must be reasonably available to attend meetings relating to the Activities, the Works and this Agreement.
- (e) All communications, notices, documents or instruments under or contemplated by this Agreement may (without limiting any other permitted method of service) be served on a party by serving it on the party's representative.
- (f) Matters within a party's representative's knowledge will be deemed to be within their appointing party's knowledge.

##### **4.2 Meetings - Not Used**

##### **4.3 Consent not to be unreasonably withheld**

Unless expressly provided or the context otherwise requires, where the Licensor may make a decision, give its consent or give its approval under this Agreement, the Licensor must not unreasonably withhold or delay its decision, consent or approval.

#### **5. Licence**

##### **5.1 Grant of Licence**

- (a) The Licensor grants to the Licensee a licence to access and use the Licensed Areas in accordance with this Agreement (**Licence**).
- (b) The parties acknowledge and agree that:
  - (i) the Licence does not constitute a tenancy;

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- (ii) the Licence does not confer on the Licensee, the Licensee's Associates or any other person any interests or rights in, or over, the Land except for those interests or rights expressly given under this Agreement; and
- (iii) the Licensee and the Licensee's Associates will not, pursuant to this Agreement have, or be deemed to have, possession of the Land.

**5.2 Licence Term**

- (a) The Licence will:
  - (i) commence on the date specified in Item 6;
  - (ii) continue until the earlier of:
    - (A) the date specified in Item 7;
    - (B) the date notified by the Licensee to the Licensor under clause 5.6;
    - (C) the date specified in Item 9; or
    - (D) the Agreement is otherwise terminated.
- (b) Not used.

**5.3 Licensed Areas**

- (a) The Licensed Areas consist of:
  - (i) the areas identified in Schedule 1; and
  - (ii) the Access Tracks which form part of the Licensed Area under clause 7.1.
- (b) The Licence is:
  - (i) subject to clause 5.3(d), an exclusive licence to the Licensee in respect of the parts of the Licensed Areas identified in Schedule 1 as being exclusive to the Licensee or, if there are no parts of the Licensed Areas identified in Schedule 1 as being exclusive to the Licensee, the parts of the Licensed Area where the Works are located and as otherwise reasonably required by the Licensee; and
  - (ii) a non-exclusive licence to the Licensee in respect of all of the Licensed Areas other than the areas referred to in clause 5.3(b)(i).
- (c) Subject to clause 5.3(d), the Licensor must not, and must ensure that the Licensor's Associates do not, access and use the parts of the Licensed Areas which are licenced exclusively to the Licensee under clause 5.3(b)(i).
- (d) Notwithstanding clauses 5.3(b)(i) and 5.3(c), the Licensor and the Licensor's Associates who have an existing right of access may continue to access the part of the Licensed Area where the solar farm is located.

**5.4 Permitted uses**

The Licensee and the Licensee's Associates may only access and use the Licensed Areas:

- (a) to perform the Activities; and

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- (b) to keep the Works on the Licensed Area.

#### **5.5 Right to sublicense**

- (a) The Licensee may sublicense the Licence to any of the Licensee's Associates for the purpose of performing out the Activities.
- (b) The Licensee must ensure that any person it sublicenses the Licence to complies with the requirements of this Agreement in respect of performing the Activities on the Licensed Area and otherwise accessing and using the Licensed Area.

#### **5.6 Termination of Licence**

- (a) The Licensee may, at any time prior to the expiry of the Licence Term, give the Licensor a written notice that the Licensee terminates the Licence.
- (b) A notice given by the Licensee under clause 5.6(a):
  - (i) will take effect from the date specified in the notice as the date on which the Licence will terminate (which may be any date prior to the expiry of the Licence Term) or, if no date is specified, from the date of the notice; and
  - (ii) will only constitute a notice under clause 5.6(a) if the notice is in writing and expressly states that it is a notice under this clause 5.6.

---

### **6. Payments to Licensor**

#### **6.1 Payments**

The Licensee must pay any amount which is payable by the Licensee to the Licensor under this Agreement:

- (a) to the bank account specified in Item 10 or any other bank account notified in writing by the Licensor to the Licensee; and
- (b) within 28 days of the later of:
  - (i) the amount becoming payable to the Licensor;
  - (ii) the Licensor providing a completed DCCEEW payee form as attached in Schedule 6; and
  - (iii) where GST is payable in respect of the amount, the Licensor providing the Licensee a tax invoice for that amount.

#### **6.2 Licence Fee**

- (a) The Licence Fee:
  - (i) is the amount specified in Item 11; and
  - (ii) not used.
- (b) Subject to clause 6.2(c), during the Licence Term, the Licensee must pay the Licensor the Licence Fee in accordance with Item 13 and the other terms of this Agreement.

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- (c) Without limiting any claim, right or entitlement the Licensee may have against the Licensors:
  - (i) if the Licensors fail to provide the Licensee and the Licensee's Associates access to and use of the Land in accordance with this Agreement:
    - (A) the Licensors will have no entitlement to be paid any part of the Licence Fee which is, or may become, due and payable; and
    - (B) not used,
 until the Licensors provide the Licensee and the Licensee's Associates access to and use of the Land in accordance with this Agreement; and
  - (ii) not used.

### 6.3 Costs of entering Agreement

The Licensee must pay the Licensors' reasonable legal costs and expenses in relation to the negotiation, preparation and execution of this Agreement and the documents referred to in this Agreement, which the parties acknowledge and agree is the amount specified in Item 14.

### 6.4 Entitlement to compensation

The Licensors acknowledge and agree that:

- (a) other than the amount which may be payable under clause 6.3, the Licence Fee is the Licensors' sole right to compensation for the matters contemplated by this Agreement, including:
  - (i) compliance by the Licensors with this Agreement;
  - (ii) the granting of the Licence to the Licensee;
  - (iii) the Licensee and the Licensee's Associates performing the Activities;
  - (iv) the Works being located on the Licensed Area; and
  - (v) any disturbance, interference or other impacts arising out of, or in connection with, the granting of access to the Licensed Areas in accordance with this Agreement, the performance the Activities on the Licensed Areas and the Works being located on the Licensed Area;
- (b) the Licensors will not be entitled to make, and the Licensee will not be liable in respect of, any Claim for any other compensation for the matters contemplated by this Agreement; and
- (c) the Licensors are responsible for all outgoings, costs and expenses in relation to the Licensed Areas, including:
  - (i) all land tax, rates, charges, assessments, duties, impositions and fees of any Authority charged imposed or assessed on or in respect of the Licensed Area or the Licence; and
  - (ii) all charges for services provided or supplied to the Licensed Area.



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## 7. Access Tracks

### 7.1 Use of Existing Access Tracks

The parties acknowledge and agree that the Licensed Areas include:

- (a) the Access Tracks identified in Schedule 1;
- (b) if:
  - (i) no Access Tracks are identified in Schedule 1; or
  - (ii) the Access Tracks identified in Schedule 1 are not reasonably capable of being used by the Licensee and the Licensee's Associates to access the other parts of the Licensed Areas,
 any Access Tracks which are reasonably necessary for the Licensee and the Licensee's Associates to access the other parts of the Licensed Areas; and
- (c) the Access Tracks established in accordance with clause **Error! Reference source not found.**

### 7.2 New Access Tracks

- (a) This clause **Error! Reference source not found.** applies if specified in Item **Error! Reference source not found.**
- (b) The Licensee may establish new Access Tracks which are reasonably necessary to perform the Activities with the prior approval of the Licensor. The Licensor's approval under this clause **Error! Reference source not found.** must not be delayed or unreasonably withheld.

### 7.3 Closure of Access Tracks

- (a) This clause **Error! Reference source not found.** applies if specified in Item **Error! Reference source not found.**
- (b) If a rain event affects, or may affect, an Access Track, the Licensee or the relevant Licensee's Associate may close the Access Track by giving written notice of the closure of the Access Track to the Licensor.
- (c) If an Access Track is closed in accordance with clause **Error! Reference source not found.**:
  - (i) the Access Track will remain closed until the Licensee or the relevant Licensee's Associate determines that:
    - (A) the Access Track is safe to use; and
    - (B) the use of the Access Track will not cause any damage to:
      - (1) the Access Track;
      - (2) any surrounding property; and
      - (3) any surrounding land; and

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- (ii) the Licensee or the relevant Licensee's Associate must ensure that the Access Track is re-opened as soon as reasonably possible.
- (d) When the Licensee or the relevant Licensee's Associate determines the matters set out in clause **Error! Reference source not found.**, the Licensee or the relevant Licensee's Associate must give the Licensor a written notice that the Access Track is no longer closed.
- (e) If the Licensor receive a notice under clause **Error! Reference source not found.**, the Licensor must not use the Access Track, and must ensure that the Licensor's Associates do not use the Access Track, until the Licensor receives a notice under clause **Error! Reference source not found.** that the Access Track is no longer closed.
- (f) If the Licensor or any of the Licensor's Associates use an Access Track in contravention of clause **Error! Reference source not found.**, then (without limiting or otherwise affecting the Licensor's other obligations and liabilities under this Contract) the Licensor or the relevant Licensor's Associates do so at the Licensor's risk and the Licensor indemnifies the Licensee against any Claims against, or Losses suffered or incurred by, the Licensee arising out of, or in any way in connection with, the use of the Access Tracks in contravention of clause **Error! Reference source not found.**

## 8. Access and Use of the Land

### 8.1 Licensor's general obligations

- (a) The Licensor must permit the Licensee and the Licensee's associates to access and use the Licensed Areas to perform the Activities during the Licence Term.
- (b) The Licensor must comply with all Legislative Requirements that apply to the access and use of the Licensed Area.
- (c) The Licensor must not:
  - (i) interfere with, prevent, disrupt or delay the Licensee or the Licensee's Associates performing the Activities;
  - (ii) prevent the Licensee or the Licensee's Associates accessing the Licensed Areas or the Works or any Plant and Equipment;
  - (iii) cause any loss or damage to the Works or any Plant and Equipment;
  - (iv) alter the Works or the surroundings of the Works; and
  - (v) use or interfere with the Works or any Plant and Equipment.
- (d) The Licensor must ensure that the Licensor's Associates comply with the Licensor's obligations under this clause 8.

### 8.2 Licensee's general obligations

- (a) The Licensee and the Licensee's Associates may only perform the Activities on the Land under this Agreement during the Licence Term.

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- (b) The Licensee must perform the Activities in accordance with:
  - (i) this Agreement;
  - (ii) all Legislative Requirements; and
  - (iii) any other requirements specified in Item 15.
- (c) The Licensee must, so far as is reasonably practicable, perform the Activities in a manner that minimises any damage to the Land and leaves the Land in the same condition as it was prior to the performing of the Activities.
- (d) Not used.
- (e) The Licensee must:
  - (i) comply with any reasonable security requirements in relation to accessing the Land which the Licensor has notified the Licensee of in writing;
  - (ii) take reasonable measures to protect people and property on the Land;
  - (iii) take reasonable measures to minimise disturbance and interference to the Licensor, the Licensor's Associates, any other people on the Land, any property on the Land and any vehicles on the Land;
  - (iv) keep the parts of the Land accessed and used by the Licensee and the Licensee's Associates clean, tidy and safe;
  - (v) regularly remove rubbish and surplus material brought onto the Land by the Licensee or the Licensee's Associates;
  - (vi) ensure that any hazardous substances brought onto the Land are safely transported and stored and do not escape onto the Land;
  - (vii) leave all gates as found (whether open or closed);
  - (viii) not bring any heavy machinery, equipment or vehicles onto the Land without the prior written consent of the Licensor, except where such heavy machinery, equipment or vehicles are required for performing the Activities;
  - (ix) not alter or interfere with any of the services on, or connected to, the Land; and
  - (x) not alter, remove or install any fences on the Land (other than any such activity which forms part of the Construction Activities).

### 8.3 Approvals

The Licensor must promptly provide the Licensee with any assistance reasonably required by the Licensee in connection with obtaining any Approvals which are required in connection with the performance of the Activities or the Works, including signing any applications or other documents as the owner or lessor of the Land (as applicable) and providing the Licensee with assistance in connection with appealing an application for an Approval in connection with the performance of the Activities or the Works.

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#### 8.4 Works Designs

- (a) If the Construction Activities involve the construction of the Works and the Works Designs are not set out in **Error! Reference source not found.**, then the Licensee must, as soon as reasonably practicable, provide the Licensor with a copy of the Works Designs.
- (b) If the Licensee makes any changes to the Work Designs which will substantially change the size, location or nature of the Works, the Licensee must give the Licensor a copy of the amended Works Designs.

#### 8.5 Signs

The Licensee may erect any signs on the Land which are:

- (a) required by a Legislative Requirement; or
- (b) reasonably required in connection with the performance of the Activities.

#### 8.6 Restrictions on Access

- (a) The Licensee and the relevant Licensee's Associates:
  - (i) may restrict access to the construction site for the Works or the completed Works (including by erecting temporary fencing or other barriers around the Works construction site) to the extent reasonably necessary to enable the Construction Activities or the Operation and Maintenance Activities to be performed, safely, efficiently and in accordance with this Agreement; and
  - (ii) must remove any restrictions effected in accordance with clause 8.6(a)(i) as soon as reasonably practicable after such restrictions are no longer reasonably necessary for the purposes set out in clause 8.6(a)(i).
- (b) The Licensee and the relevant Licensee's Associates must provide the Licensor access to any areas which access has been restricted to under clause 8.6(a)(i) which the Licensor reasonably requires access to, unless such access would unreasonably interfere with the performance of the Activities or pose an unacceptable risk to people or property.
- (c) The Licensor must not, and must ensure that the Licensor's Associates do not, access any areas to which access has been restricted under clause 8.6(a)(i) unless access has been expressly provided by the Licensee or the relevant Licensee's Associates in accordance with clause 8.6(b).
- (d) Nothing in this clause 8.6 limits or otherwise affects a Principal Contractor's ability to restrict access to the construction site for the Works or the completed Works for the purpose of discharging the duties imposed on them under WHS Legislation.

#### 8.7 Construction Activities

- (a) This clause 8.7 applies if specified in Item 16.
- (b) The Licensee may (but is not obliged to) perform, or procure the Licensee's Associates to perform, the Construction Activities on the Licensed Area.
- (c) At least 14 days prior to the commencement of the Construction Activities on the Licensed Areas, the Licensee must give the Licensor written notice of the date that the Construction Activities will be commenced on the Licensed Areas.



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- (d) The Licensee must give the Licensor written notice of the Licensee's Associates that will perform the Construction Activities on the Licensed Area.
- (e) The Licensee must perform the Construction Activities:
  - (i) with due expedition and without delay;
  - (ii) in a proper and workmanlike manner;
  - (iii) using suitable good quality materials;
  - (iv) if the Construction Activities involve the construction of the Works, substantially in accordance with the Works Designs.
- (f) The Licensee may only construct or install the Works:
  - (i) within the parts of the Licensed Area identified in Schedule 1; or
  - (ii) if no parts of the Licensed Area are identified in Schedule 1, within any part of the Licensed Area (other than the Access Tracks) provided that such parts of the Licensed Area are suitable for the Works.
- (g) The Licensee may only carry out the Construction Activities within the construction areas assessed in the REF.
- (h) Subject to clause 8.7(f), the Licensor acknowledges and agrees that Schedule 1 or any other any plan that shows the location of the Works at the Agreement Date is indicative only and the final location of the Works may change.
- (i) The Licensee must give the Licensor written notice when the Construction Activities have reached completion.
- (j) When the Construction Activities have reached completion, the Licensee must:
  - (i) repair, rectify and otherwise make good any damage to the Land and any property on the Land caused by the Licensee or the Licensee's Associates;
  - (ii) leave the parts of the Land accessed by the Licensee or the Licensee's Associates in a good, clean and tidy condition; and
  - (iii) remove all rubbish, property, plant, equipment, material, goods or other items brought onto the Land by the Licensee or the Licensee's Associates (unless any such items are required in connection with the performance of the Operation and Maintenance Activities).

**8.8 Operation and Maintenance Activities**

- (a) This clause 8.8 applies if specified in Item 17.
- (b) The Licensee may (but is not obliged to) perform, or procure the Licensee's Associates to perform, the Operation and Maintenance Activities on the Licensed Area.
- (c) At least 14 days prior to the commencement of the Operation and Maintenance Activities on the Licensed Areas, the Licensee must give the Licensor written notice of the date that the Operation and Maintenance Activities will be commenced on the Licensed Areas.

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- (d) The Licensee must give the Licensor written notice of the Licensee's Associates that will perform the Operation and Maintenance Activities on the Licensed Area.
- (e) The Licensee acknowledges that the Operation and Maintenance Activities are likely to be carried out within parts of the Licensed Area identified in Schedule 7.

#### **8.9 Making good the Licensed Areas**

- (a) Subject to clause 8.9(b), prior to the expiration of the Licence Term or as soon as reasonably practicable after the termination of this Agreement, the Licensee must:
  - (i) remove the Works from the Land;
  - (ii) repair, rectify and otherwise make good any damage to the Land and any property on the Land caused by the Licensee or the Licensee's Associates;
  - (iii) leave the Land in a good, clean and tidy condition; and
  - (iv) remove all rubbish, property, plant, equipment, material, goods or other items brought onto the Land by the Licensee or the Licensee's Associates.
- (b) The Licensee is not required to:
  - (i) perform the obligations under clause 8.9(a):
    - (A) where this Agreement is terminated by the Licensee under clause 15(h)(i)(B);
    - (B) where this Agreement is terminated by the Licensee under clause 17.2(c); or
    - (C) to the extent that the Licensor does not give the Licensee or the Licensee's Associates sufficient access to the Land to perform the obligations under clause 8.9(a) within a reasonable period of time after the expiration of the Licence Term or the termination of this Agreement; or
  - (ii) perform the obligations under clause 8.9(a)(i) where the Designated Entity intends to acquire an interest in the Land (or any part of the Land) in connection with the Works as contemplated by clause 11.

#### **9. Care of the Works**

The Licensee will be responsible for the care and maintenance of the Works and must ensure that the Works are kept in good condition and regular maintenance of the Works is undertaken until:

- (a) the Works are removed from the Land in accordance with clause 8.9(a)(i);
- (b) the Designated Entity acquires an interest in the Land (or any part of the Land) in connection with the Works as contemplated by clause 11;
- (c) this Agreement is terminated by the Licensee under clause 15(h)(i)(B); or
- (d) this Agreement is terminated by the Licensee under clause 17.2(c).



## **10. Ownership of the Works**

The parties acknowledge and agree that:

- (a) the Licensor will not own any part of the Works; and
- (b) the Works will be owned by the Designated Entity; and
- (c) the ownership of the Works may change from time to time.

## **11. Interests in the Land**

### **11.1 Acquiring interest in the Land**

- (a) This clause 11.1 applies if specified in Item 18.
- (b) The Licensor acknowledges that it is intended that the Designated Entity will require ongoing rights following completion of the Construction Activities, to enable the long term operation and maintenance of the Works. The Licensor further acknowledges that the Designated Entity will, by voluntary agreement with the Licensor or in accordance with the applicable Legislative Requirements, acquire an interest in the Land to enable the Designated Entity to:
  - (i) keep the Works on the Land;
  - (ii) access the Works and to operate; and/or
  - (iii) maintain the Works.

### **11.2 Easements**

- (a) This clause 11.2 applies if specified in Item 19.
- (b) Without limiting clause 11.1, the Licensor acknowledges and agrees that:
  - (i) at the Agreement Date, it is intended that the Land will be subject to an easement in favour of the Designated Entity in connection with keeping the Works on the Land and accessing, operating and maintaining the Works;
  - (ii) the easement referred to in clause 11.2(b)(i), may be in the form of easement contained in clause 1 of Schedule 5 or such other form as may be required by the Designated Entity which is taking the benefit of the easement; and
  - (iii) the easement referred to in clause 11.2(b)(i) may be acquired by voluntary agreement with the Licensor or in accordance with the applicable Legislative Requirements.
- (c) The Licensor acknowledges and agrees that:
  - (i) an electrical easement in favour of Essential Energy may be required over the Land to facilitate the Activities;
  - (ii) the easement referred to in clause 11.2(c)(i), may be in the form of easement contained in clause 2 of Schedule 5 or such other form as may be required by Essential Energy; and

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- (iii) it will cooperate with Essential Energy in good faith to agree to, and do all things necessary to register, the easement referred to in clause 11.2(c)(i).

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## **12. Risk**

### **12.1 Loss and damage**

- (a) Subject to clause 12.1(b), the Licensee must ensure that no loss of, or damage to, property, and no injury to or death of any person, arises out of, or in any way in connection with, the Activities or the Works, the performance of the Activities or any other act, default or omission of the Licensee or the Licensee's Associates.
- (b) Clause 12.1(a) does not apply to any damage to the Land which is permitted by this Agreement or which is necessary in order to perform the Activities in accordance with this Agreement. Nothing in this clause 12.1(b) limits or otherwise affects the Licensee's obligations under clauses 8.7(j) and 8.9(a).

### **12.2 Indemnity**

- (a) The Licensee indemnifies the Licensor against any Claims against, or Loss suffered or incurred by, the Licensor arising out of, or in any way in connection with:
  - (i) injury to or death of persons (including the Licensee's Associates); or
  - (ii) loss of or damage to property,

in respect of, arising out of, or in any way in connection with, any act, default or omission of the Licensee or the Licensee's Associates arising out of, or in any way in connection with, the Activities or the Works. The Licensee's liability to the Licensor will be reduced proportionally to the extent that any default, act or omission of the Licensor or the Licensor's Associates caused or contributed to the injury, death, loss or damage.

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## **13. Insurances**

- (a) Subject to clauses 13(b) and 13(c), the Licensee must procure that the insurances that are stated as being required in Item 20 are maintained and effected for the periods, the amounts and, if applicable, the coverage set out in Item 20.
- (b) The Licensor acknowledges and agrees that the Licensee is a member of the Treasury Managed Fund, and that as long as it continues to be a member of the Treasury Managed Fund (or any similar scheme at any time), the Licensee will be deemed to have satisfied its obligations under clause 13(a).
- (c) Subject to the Licensee maintaining its membership of the Treasury Managed Fund (or any similar scheme) as referred to in clause 13(b), the Licensor must not require the Licensee to effect any further insurances in respect of any matter relating to this Agreement.
- (d) If requested by the Licensor, the Licensee must provide the Licensor evidence that all insurances required by this Agreement have been effected and are current. A



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certificate of currency in respect of the relevant insurance policy will be deemed to satisfy the requirements of this clause 13(d).

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**14. Work health and safety**

- (a) In respect of the Activities performed on the Land, the Licensor:
  - (i) authorises the Licensee to have management and control of the Land to the extent necessary to allow it or the relevant Licensee's Associate to discharge the duties imposed on a Principal Contractor under WHS Legislation; and
  - (ii) acknowledges and agrees that the Licensee or a Licensee's Associate will engage a contractor as the Principal Contractor.
- (b) The Licensee must ensure that the Principal Contractor and the Licensee's Associates performing the Activities on the Land comply with the requirements of the WHS Legislation applicable to the Principal Contractor and the Licensee's Associates.
- (a) The Licensee must implement appropriate measures to mitigate any risks and hazards arising out of, or in connection with, the Land or the performing of the Activities on the Land in order to ensure that the Activities that are performed on the Land are carried out in a safe manner.

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**15. Ownership and Interests in the Land**

- (a) Without limiting clause 3, the Licensor warrants that the details in Schedule 2 under the heading 'Interests in Land' are correct as at the Agreement Date.
- (b) The Licensor acknowledges and agrees that, if the Licensor takes any of the following actions, it may prevent the Licensee accessing and using the Licensed Area in the manner contemplated by this Agreement:
  - (i) subdividing all of the Land or any part of the Land;
  - (ii) transferring all of the Land or any part of the Land;
  - (iii) leasing all of the Land or all, or any part of, the Licensed Area;
  - (iv) licencing all of the Land or all, or any part of, the Licensed Area; or
  - (v) granting to another person any other right over, or interest in, all of the Land or all, or any part of, the Land.
- (c) If the Licensor intends to take any of the actions set out in clause 15(b), at least 56 days prior to the Licensor taking that action, the Licensor must notify the Licensee in writing of its intention to take that action and details of the action intended to be taken by the Licensor.
- (d) If the Licensor intends to take, or has taken, any of the actions set out in clause 15(b), the Licensee may give the Licensor a notice in writing which provides that:
  - (i) the Licensee does not object to the Licensor taking the action; or

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- (ii) the Licensee requires the Licensor to take one or more of the following actions:
  - (A) the Licensor must include in any agreement in connection with the relevant action set out in clause 15(b) any terms which are reasonably required by the Licensee to enable the Licensee and the Licensee's Associates to continue to access and use the Land in the manner contemplated by this Agreement;
  - (B) the Licensor must require the transferee, the lessee, the licensee or the person receiving the right over, or interest in, the Land (as applicable) to enter into an agreement with the Licensee to enable the Licensee and the Licensee's Associates to continue to access and use the Land in the manner contemplated by this Agreement; and
  - (C) any other actions which are reasonably required by the Licensee to enable the Licensee and the Licensee's Associates to continue to access and use the Land in the manner contemplated by this Agreement.
- (e) If the Licensee has given the Licensor a notice under clause 15(d)(ii) or 15(f)(i), the Licensor must promptly take the actions required by the notice, keep the Licensee fully informed of the actions taken by the Licensor and notify the Licensee in writing when the Licensor considers that all of the actions required by the notice have been taken.
- (f) Within [14] days of receiving a notice from the Licensor under clause 15(e), the Licensee (acting reasonably) must notify the Licensor in writing that:
  - (i) the Licensee is not satisfied that the Licensor has taken the actions required by the notice given under clause 15(d)(i) or this clause 15(f)(i) and the further actions which the Licensor must take to satisfy the actions required by the notice given by the Licensee under clause 15(d)(ii); or
  - (ii) the Licensee is satisfied that the Licensor has taken the actions required by the notice given under clause 15(d)(ii) or 15(f)(i) or the Licensee does not require the Licensor to take any further action.
- (g) The Licensor must not take any of the actions set out in clause 15(b) unless the Licensee has given the Licensor a notice under clause 15(d)(i) or clause 15(f)(ii) in respect of that action.
- (h) If the Licensee is unable to access and use the Land in the manner contemplated by this Agreement as a result of the Licensor's breach of clause 15(a) or 15(g):
  - (i) the Licensee may (in its absolute discretion):
    - (A) direct the Licensor to immediately repay to the Licensee any amounts which have been paid by the Licensee to the Licensor under this Agreement and such amounts will be a debt due and payable by the Licensor to the Licensee; and
    - (B) immediately terminate this Agreement by written notice to the Licensor; and

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- (ii) the Licensor must indemnify the Licensee against any Loss suffered or incurred by the Licensee in obtaining from any person rights to access and use all or any part of the Land which the Licensee would have been able to access and use as contemplated by this Agreement but for the Licensor's breach of clause 15(a) or 15(g) (as applicable).

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## **16. Assignment and Novation**

- (a) The Licensee may at any time freely assign or novate all or any part of its rights and/or obligations under this Agreement to:
  - (i) any other Government Entity that will be responsible for the operation and maintenance of the Works without the need to obtain the consent of the Licensor; or
  - (ii) any other person with the prior written consent of the Licensor.
- (b) The Licensor agrees, on the request of the Licensee, to do everything necessary to give effect to any assignment or novation of this Agreement under this clause 16(a), including the execution of a deed of novation in a form required by the Licensee.
- (c) The Licensor must not assign or novate any of its rights or obligations under this Agreement without the prior written consent of the Licensee.

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## **17. Suspension and Termination**

### **17.1 Suspension of Licence**

- (a) If the Licensee breaches the terms of the Agreement, the Licensor may give the Licensee a written notice which must:
  - (i) state that it is a notice under this clause 17.1(a);
  - (ii) identify the breach of the Agreement; and
  - (iii) request the Licensee to rectify the breach.
- (b) Within [56] days of receiving a notice in accordance with clause 17.1(a) (or within such longer period as may be reasonable in the circumstances), the Licensee must rectify the breach of the Agreement notified under clause 17.1(a) or take action in respect of that breach to the satisfaction of the Licensor (acting reasonably).
- (c) If, within the time required by clause 17.1(b), the breach of the Agreement notified under clause 17.1(a) is not rectified or the Licensee fails to take action in respect of that breach to the satisfaction of the Licensor (acting reasonably), subject to clause 17.1(d), the Licensor may suspend the Licence by giving the Licensee a written notice which must state that the Licence is suspended under this clause 17.1(c).
- (d) The suspension of the Licence under clause 17.1(c) will automatically cease if the breach which resulted in the suspension is rectified or the Licensee takes action in respect of that breach to the satisfaction of the Licensor (acting reasonably).
- (e) The Licence will not be suspended under clause 17.1(c) to the extent that access to the Land is necessary:



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- (i) to rectify any breach of the Agreement notified under clause 17.1(a);
- (ii) to take action in respect of a breach of the Agreement notified under clause 17.1(a) to the satisfaction of the Licensor (acting reasonably); or
- (iii) to take measures necessary to protect people and property.

**17.2 Termination for breach**

- (a) If the Licensor breaches this Agreement, the Licensee may give a written notice to the Licensor which must:
  - (i) state that it is a notice under this clause 17.2(a);
  - (ii) identify the breach of the Agreement; and
  - (iii) request the Licensor to rectify the breach.
- (b) Within [28] days of receiving a notice in accordance with clause 17.2(a) (or within such longer period as may be specified by the Licensee), the Licensor must rectify the breach of the Agreement notified under clause 17.2(a) or take action in respect of that breach to the satisfaction of the Licensee (acting reasonably).
- (c) If, within the time required by clause 17.2(b), the Licensor fails to rectify the breach of the Agreement notified under clause 17.2(a) or take action in respect of that breach to the satisfaction of the Licensee (acting reasonably), the Licensee may, by written notice to the Licensor, terminate this Agreement.
- (d) Within [28] days after the Licensor receives a notice under clause 17.2(c), the parties must use their reasonable endeavours to settle any outstanding costs and other matters, and if agreement is not reached on all such matters within this timeframe, then the parties must resolve the dispute in accordance with clause 18.
- (e) The Licensee may, in its absolute discretion, take any steps necessary to remedy a breach of this Agreement by the Licensor. The costs incurred by the Licensee in remedying such a breach will be a debt due and payable from the Licensor to the Licensee.

**17.3 Termination for convenience**

- (a) Without limiting or otherwise affecting any of the Licensee's other rights under this Agreement, the Licensee may at any time and its absolute discretion terminate this Agreement by giving a written notice of the termination to the Licensor.
- (b) The Licensor will not be entitled to make, and the Licensee will not be liable in respect of, any Claim arising out of, or in any way in connection with, the termination of this Agreement under clause 17.3(a).

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**18. Dispute Resolution**

- (a) If a dispute arises between the parties under, or in connection with, this Agreement (**Dispute**), a party may give the other party a notice which states that it is a notice under this clause 18 and specifies the details of the dispute (**Notice of Dispute**).
- (b) Within [28] days after the issue of a Notice of Dispute, a representative of each party that is authorised to settle the Dispute must meet and negotiate in good faith to resolve the dispute the subject of the Notice of Dispute.

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- (c) If a Dispute is not resolved within [28] days after the issue of a Notice of Dispute, then (whether or not representatives of the parties have met in accordance with clause 18(b)) a party may commence proceedings in relation to the Dispute the subject of the Notice of Dispute.
- (d) The parties must continue to perform their obligations under this Agreement notwithstanding the existence of any Dispute or any Notice of Dispute.
- (e) Nothing in this clause 18 will prejudice the right of a party to institute court proceedings to enforce payment or to seek urgent injunctive or declaratory relief.

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**19. Notices**

- (a) A notice or other communication required or permitted to be given to a party under this Agreement must be in writing and may be delivered:
  - (i) personally to the party;
  - (ii) by leaving it at the party 's address;
  - (iii) by posting it by regular prepaid post, priority prepaid post, priority registered post or express post addressed to the party at the party 's address; or
  - (iv) by email.
- (b) The address and email address of each party are set out in Item 21 or as notified by a party to the other party in accordance with this clause 19(b). A party may change its address or email address by giving written notice to the other party.
- (c) All notices to be served on a party under this Agreement must also be served on the party's representative at the same time.
- (d) A notice or other communication is deemed delivered:
  - (i) if delivered personally or left at the person's address, upon delivery;
  - (ii) if posted within Australia to an Australian address:
    - (A) using regular prepaid post or registered post, [6] Business Days after posting;
    - (B) using priority prepaid post or priority registered post, [4] Business Days after posting; and
    - (C) using express post, [2] Business Days after posting;
  - (iii) if posted from a place to an address in a different country, [10] Business Days after posting; and
  - (iv) if delivered by email, at the time the email left the sender's email system, unless the sender receives an automatically generated notice that the email was not received by the recipient.

**20. General****20.1 No fetter**

This Agreement shall not in any way restrict or otherwise affect the unfettered discretion of the Licensee to exercise any of its functions and powers under any Legislative Requirement and no exercise of any such functions or powers will entitle the Licensor to make any Claim.

**20.2 Freedom of information**

- (a) The Landholder acknowledges and agrees that the Principal may disclose this Agreement (and information concerning the terms of this Agreement) and other information under or in accordance with any one or more of the following:
  - (i) the *Government Information (Public Access) Act 2009* (NSW);
  - (ii) the *Ombudsman Act 1974* (NSW);
  - (iii) the *Freedom of Information Act 1982* (Cth);
  - (iv) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability; and
  - (v) any other Legislative Requirement.
- (b) Where the Principal has received a request for access to a document created by, or in the possession of, the Landholder or any of the Landholder's Associates that relates to this Agreement, the Principal may give the Landholder written notice requiring the Landholder to provide, or to procure the relevant Landholder's Associates to procure, the document to the Principal and the Landholder must, at no cost to the Principal, promptly comply with the notice.

**20.3 Governing law and jurisdiction**

This Agreement is governed by and is to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts on the grounds of being an inconvenient forum.

**20.4 Electronic execution**

- (a) This Agreement may be executed in any number of counterparts, all of which taken together constitute one document.
- (b) Notwithstanding any other clause in this Agreement, each party consents to the electronic signing of this Agreement by the other, either by means of the insertion of an electronic visual representation of the manual signature (either directly or by scanned image) of the relevant signatory, or by use of the 'DocuSign' or similar platform. Each party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be legally bound by this Agreement.
- (c) Any party may provide the other parties with the ability to sign this Agreement by electronic means, including by giving access to software or to an online service for this purpose.



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**20.5 Confidentiality**

This Agreement and any documents or other information relating to this Agreement, the Activities or the Works are confidential and the Licensor must not disclose any of these without the prior written consent of the Licensee, except to the extent that such disclosure is required for the Licensor to carry out its obligations under this Agreement.

**20.6 Costs**

Subject to clause 6.3, each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this Agreement and other documents referred to in it, unless expressly stated otherwise.

**20.7 GST**

- (a) In this clause 20.10, words and expressions that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as their definition in that Act.
- (b) Except as otherwise provided in this Agreement, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- (c) If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 20.7(d) the recipient must pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- (d) The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 20.7(c).

**20.8 Joint and several liability**

If a party consists of 2 or more people or entities, an obligation of that party binds each of them jointly and severally.

**20.9 Nature of the relationship**

This Agreement does not create a partnership, agency, joint venture or fiduciary relationship between the Licensee and the Licensor or between the Licensor and any Other Licensors.

**20.10 Entire agreement**

This Agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

**20.11 Survival**

- (a) Clauses 1, 2, 6.2(c), 6.4, **Error! Reference source not found.**, 8.1(c), 8.1(d), 8.9, 10, 15(h), 16, 17.2(d), 17.3(b), 18, 19 and 20 will survive the termination of this Agreement.
- (b) Any other provision of the Agreement which, by its nature, is intended to survive termination of the Agreement, will survive the termination of this Agreement.

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## Schedule 1 Reference Schedule

Item	Clause	Description	Particulars
1.	1.1	Other Activities	<ul style="list-style-type: none"> <li>Weekly/fortnightly operator inspections, cleaning, removal of debris from intake and PS, site upkeep by service vehicle/ute</li> <li>Infrequent asset/equipment parts replacement, upkeep. This could be things like maintaining aircon, condition assessments, pipe pigging, replacing valves and instruments, pump overhauls and could include the use of a franner crane and a few service vehicles, delivery trucks. Frequency varies with equipment, but on average this might be required half-yearly to yearly.</li> </ul>
2.	1.1	Land	Title Reference: Lots 101 & 102 DP803368 Address: Miandetta, 47 Ski Lane, NYNGAN 2825
3.	1.1	Project	Nyngan To Cobar Pumpstation Upgrade
4.	4.1(b)(i)	Licensee's Representative	Name: Lester Currie, Manager Land and Property Water Group Email: lester.currie@dpie.nsw.gov.au Phone: 0458774040
5.	4.1(b)(ii)	Licensor's Representative	Name: Email: Phone:
6.	5.2(a)(i)	Commencement date	Agreement Date
7.	5.2(a)(ii)(A)	Expiration date	The date of acquisition by the Designated Entity of the interests contemplated in clause 11.
8.		Not used	Not Applicable
9.	5.2(a)(ii)(C)	Latest expiration date	The date that is 3 years from the Agreement Date.
10.	6.1(a)	Licensor's details for payment	To be completed in accordance with Schedule 6
11.	6.2(a)(i)	Licence Fee	\$5,000 (excluding GST)
12.	6.2(a)(ii)	Not used	Not Applicable
13.	6.2(b)	Time Licence Fee is payable	Licence Fee is payable annually from the Agreement Date.
14.	6.3	Licensor's reasonable legal costs and expenses payable by the Licensee	\$5,000.00 (excluding GST)
15.	8.2(b)(iii)	Other requirements Licensee must comply with when performing the Activities	Not Applicable
16.	8.7(a)	Does clause 8.7 apply?	Yes
17.	8.8(a)	Does clause 8.8 apply?	Yes
18.	11.1(a)	Does clause 11.1 apply?	Yes

4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150  
 Locked Bag 5022, Parramatta NSW 2124

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19.	11.2(a)	Does clause 11.2 apply?	Yes (easement through Lot 101 DP803368 to access Lot 102 DP803368)	
20.	13(a)	Workers compensation insurance	Required	Yes
			Amount	As required by law
			Period	Whilst the Activities are performed on the Land
		Public liability insurance	Required	Yes
			Amount	As required by law
			Coverage	The Activities performed on the Land
			Period	Whilst the Activities are performed on the Land
		Professional indemnity insurance	Required	Yes
			Amount	As required by law
			Period	6 years after the completion of the Construction Activities
		Other insurances	Type	As required
			Required	[ insert ]
			Amount	\$ As required by law
			Period	As required by law
21.	19(b)	Contact details of parties	<b>Licensee</b> Contact Name: Lester Currie, Manager Land & Property, Water Group, DCCEEW Address: 105 Prince St, ORANGE NSW 2800 Email: lester.currie@dpie.nsw.gov.au Phone: 0458774040 <b>Licensors</b> Contact Name: [ insert ] Address: [ insert ] Email: [ insert ] Phone: [ insert ]	

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## Schedule 2 Licensor Disclosures

Description	Details
<b>Interests in Land</b>	
Licensor(s)	[ insert full name of all Licensors]
Does the Licensor intend to <b>transfer ownership</b> of all or any part of the Land to another person? If yes, provide details.	[ insert]
Does the Licensor intend to <b>subdivide</b> the Land? If yes, provide details.	[ insert]
Are there any <b>leases, licences or other rights or interests</b> which have been granted over all of the Land or any part of the Land which the Licensee will be granted a right to access under this Agreement? If yes, provide details.	[ insert]
Does the Licensor intend to <b>lease, licence or grant any other rights or interests</b> over all of the Land or any part of the Land which the Licensee will be granted a right to access under this Agreement? If yes, provide details.	[ insert]
<b>Details about Land use</b>	
Does the Licensor or the Licensor's Associates require access to the Works construction site while construction is in progress? If yes, what access will be required and what types of vehicles will require access?	[ insert]
Will the Licensee and the Licensee's Associates be required to share Access Tracks with the Licensor or the Licensor's Associates? If yes, provide details.	
What are the high-volume months for Nyngan Weir Campsite?	[ insert]
Will there be any livestock be in same paddock as the Works construction site? If yes, provide details.	[ insert]
Are the Licensee and the Licensee's Associates permitted to widen gates and gate openings to accommodate construction equipment?	[ insert]
Are there any padlock protocols for existing gates on the Land? If yes, provide details.	[ insert]
Are there any speed restrictions on any or all of the farm Access Tracks on the Land? If yes, provide details.	[ insert]
Are there any biosecurity control requirements for the Land? If yes, provide details.	[ insert]
Are there any dust monitoring or control requirements for the Land? If yes, provide details.	[ insert]

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## Schedule 3 Works and Activities

### Works

The Works will consist of:

upgrade of the existing Nyngan High Lift and Nyngan Low Lift Pump Stations

### Construction Activities

The parties acknowledge and agree that the below list of Construction Activities (if any) is not a comprehensive list of the Construction Activities and does not limit the Construction Activities which may be performed or procured by the Licensee on the Land.

The Construction Activities may include:

- Mobilisation/site establishment
  - Delivery of site sheds on articulated truck, inc mobilisation of crane for unloading
  - Delivery of construction plant, ie excavators, graders, rollers etc for clearing, grubbing, service installation
- Transformer construction
  - Delivery of transformer on flatbed truck
  - This will include some modification works of the incoming OHP
- Demolition of existing PS building and intake structure
  - Haulage to and from site for waste removal
- Construction of PS and river intake
  - Deliveries for mechanical equipment (pumps, valves, pipes), electrical equipment (cabling, switchboards etc)
  - Concrete delivery for site civil works
  - Building material delivery, building frames, roof trusses, masonry
  - Piling works for new pumphouse and switchroom
  - Sheet piling and dewatering in Bogan River, dredging to suit new intake
- Commissioning
  - Utes/vans for commissioning personnel
- Balance Tank construction
  - Concrete & reo delivery
- Demobilisation
  - As above for mobilisation, for removal

### Operation and Maintenance Activities

The parties acknowledge and agree that the below list of Operation and Maintenance Activities (if any) is not a comprehensive list of the Operation and Maintenance Activities and does not limit the Operation and Maintenance Activities which may be performed or procured by the Licensee on the Land.

The Operation and Maintenance Activities may include:

- Weekly/fortnightly operator inspections, cleaning, removal of debris from intake and PS, site upkeep by service vehicle/ute
- Infrequent asset/equipment parts replacement, upkeep. This could be things like maintaining aircon, condition assessments, pipe pigging, replacing valves and instruments, pump overhauls and could include the use of a franner crane and a few service vehicles, delivery trucks. Frequency varies with equipment, but on average this might be required half-yearly to yearly.

**Nyngan to Cobar Pipeline**  
Construction Licence Area  
Lots 101/803368 and 102/803368

**NSW**  
GOVERNMENT

**ARABIAN GOVERNMENT**

**OFFICIAL: Sensitive - NSW Government**

Scale 1:500,000  
Date 15/05/2015  
Author: [Name]  
Reviewer: [Name]  
Version: 1.0

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## Schedule 5 Easement Terms (To be Determined)

### 1. Draft easement terms in favour of the Designated Entity for accessing, operating and maintaining the Works

Form: 16LM  
Release: 2-5

#### MEMORANDUM

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

New South Wales  
Section 80A Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

#### (A) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any		CODES LM CM MM GM BM
	Email:		
	Reference:		

#### (B) APPLICANT

--

(C) The applicant requests the Registrar General to record this memorandum, comprising 4 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

(D) i. For option to renew see clause NOT APPLICABLE

ii. For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative: ☒

Name of signatory:

Capacity of signatory (if applicable):

Date:

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE

2

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Page 1 of 4

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## Annexure "A" to Memorandum

## TERMS OF EASEMENT FOR THE AUTHORITY'S WORKS AT BELOW OR ABOVE THE GROUND SURFACE

## 1. DEFINITIONS AND INTERPRETATIONS

## 1.1 Defined terms

In this memorandum and any instrument or document incorporating any or all of the terms of this memorandum and any document which refers to it, unless the context otherwise requires:

- (a) the **Authority** means the authority named as the applicant at panel (B) of this memorandum, its successors and assigns, and includes any person for the time being authorised by the Authority to perform any Function.
- (b) **Easement** is a reference to the instrument of dealing incorporating by reference any or all of the terms of this memorandum with or without amendment.
- (c) **Encroachment** includes building, wall, retaining wall, carport, swimming pool or any other structure both movable or immovable interfering with or impeding access to the Works.
- (d) **Easement Site** means the part of the Lot Burdened, being the site of the Easement, shown in the plan registered with the instrument of dealing incorporating the terms of this memorandum.
- (e) **Function** means any power, authority or duty specified in this memorandum or in any law that the Authority may exercise or perform in relation to the supply of water, which may include without limitation:
  - (i) constructing, maintaining and operating water management works;
  - (ii) taking water from a water source;
  - (iii) capturing or storing water;
  - (iv) conveying water to the point at which it is to be used;
  - (v) regulating or measuring the flow of water; and
  - (vi) draining water.
- (f) **Landowner** includes
  - (i) the registered proprietor of the Lot Burdened and its successors and assigns (including those claiming under or through the registered proprietor);
  - (ii) each person who, individually or jointly with any other person, whether at law or in equity, is entitled to any estate of freehold in possession in Lot Burdened whether or not under the Real Property Act 1900 (NSW); and
  - (iii) any executor, administrator, successor or assignee of any such person.
- (g) **Lot Burdened** means the land which has the burden of rights created by these terms.
- (h) **Works** mean any structures, equipment or systems, laid or constructed at below and above the surface of the Easement Site, used by the Authority to exercise any of its Functions, which include without limitation:

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## Department of Climate Change, Energy, the Environment and Water



Page 2

- (i) any pipes, mains, scour lines, channels, sluices, ditches, valves, pumps, distributary and reticulating structures, other ancillary equipment and associated fittings; and
- (ii) any works that are situated in or in the vicinity of a river, estuary, lake or floodplain that is likely to have an effect on the flow of water in times of flood.

## 2. What the Authority may do at below or above the ground surface

- 2.1 The Authority may at all reasonable times (and at any time in the event of an emergency) remain there for any reasonable duration of time in order to:
- (a) enter, pass and re-pass over and return from the Lot Burdened with or without vehicles using the most practical route at all reasonable times and remain on or in the Lot Burdened for so long as may be necessary or convenient to do any Works or to perform any Function;
  - (b) install, operate, repair, replace, maintain, remove, extend, expand, connect, disconnect, improve or do any other things that it considers is necessary or appropriate to and from any of its Works within the Easement Site;
  - (c) bring, place and use on the Lot Burdened and remove from the Lot Burdened such plant, machinery, tools, implements, materials or things as may be necessary or convenient to do any Works or to perform any Function;
  - (d) carry out work within and adjacent to the Easement Site, such as constructing, placing, repairing, replacing or maintaining the Works;
  - (e) install its own fences, gates, locks or other means of access on the Lot Burdened;
  - (f) excavate and make shafts and cuttings in and through the Easement Site as may be necessary or convenient to do any Works or to perform any Function;
  - (g) trim or remove any vegetation from the Lot Burdened that
    - (i) could destroy, damage or interfere with any Works;
    - (ii) could make the Works become a potential cause of potential risk to public safety; or
    - (iii) could prevent reasonable access to the Easement Site.
  - (h) remove any unauthorised encroachments from the Easement Site and recover the costs of carrying out the removal work and repairing any damage to the Works by the unauthorised encroachment;
  - (i) place, construct, examine, operate, use, maintain, alter, renew, replace and remove any Works and perform any Function in or on the Easement Site;
  - (j) pass, drain convey and supply water, fluids and any associated substance in any quantity into, onto or through any Works within the Easement Site.
- 2.2 In exercising its rights under this Easement the Authority will take all reasonable steps to minimise disturbance to the Lot Burdened.
- 2.3 The Authority and will restore any part of the Lot Burdened damaged by the Authority when performing its Function as nearly as practicable to its original condition.
- 2.4 The Authority will at all times and at its own expense keep the Works in a proper and fit state of repair.

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## Department of Climate Change, Energy, the Environment and Water



(Page 3)

**3. What the Landowner must not do at below or above the ground surface****3.1 The Landowner must not without prior written permission of the Authority and must in accordance with any conditions as the Authority may reasonably impose:**

- (a) use, or allow to be used the Lot Burdened for any purpose which may obstruct or prevent the Authority from having full and free access to the Easement Site;
- (b) do, or allow to be done anything which may adversely affect the support of the Easement Site, or of the Works placed within the Easement Site;
- (c) place, erect, construct or allow to be placed, erected, constructed within the Easement Site:
  - (i) any building or other structure;
  - (ii) any services including without limitation electrical, telecommunication, gas, water, wastewater and stormwater services with or without pipes, conduits, cables or ducts;
  - (iii) any concrete pavement or pavement having a bituminous surface with or without a base course of ballast or rock fill or like material; or
  - (iv) any timber, article of plants or any stores, filling, rubbish or any other material.
- (d) make or allow to be made by any means any alteration to the existing surface levels of the Easement Site;
- (e) park, place or allow to be placed or parked on the Easement Site any vehicle, other than vehicles temporarily parked;
- (f) sow any crops or plant any trees or shrubs within the Easement Site, other than those which may be removed and reinstated if necessary for purposes of the performance of any Function.

**3.2 The Landowner acknowledges that the ownership of the Works remains with the Authority.**

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## 2. Draft easement terms in favour of Essential Energy for powerlines and electrical installations

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### MEMORANDUM



AG189384S

New South Wales

Section 80A Real Property Act 1900

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(A) LODGED BY

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BOX	SERVICE FIRST REGISTRATION	
582W	DX 189 SYDNEY LLPN123426A	LM
	PH 9233 1314 FAX 9233 2878	MM
	Reference (optional): DOH-ESSENTIAL	

(B) APPLICANT

ESSENTIAL ENERGY

(C) The applicant requests the Registrar General to record this memorandum, comprising 7 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it

(D) I. For option to renew see clause Not Applicable

H. For option to purchase see clause Not Applicable

(E) Signature of applicant or applicant's representative:

Name of signatory: Justin Gerard Michael Levido

Capacity of signatory (if applicable): Solicitor for the Applicant

Date: 14 April 2011

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE

All handwriting must be in block capitals.

Page 1 of 7

Department of Climate Change, Energy, the Environment and Water



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## **PART A**

### **TERMS OF EASEMENT FOR OVERHEAD POWERLINES**

- 1 Essential Energy may
  - 1.1 install overhead equipment within the easement site,
  - 1.2 excavate the easement site to install the overhead equipment,
  - 1.3 use the overhead equipment for the transmission of electricity, signals, fluids or gases,
  - 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
  - 1.5 install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened,
  - 1.6 trim or remove any vegetation from the lot burdened that
    - 1.6.1 could destroy, damage or interfere with its overhead equipment,
    - 1.6.2 could make its overhead equipment become a potential cause of bush fire or a potential risk to public safety, or
    - 1.6.3 could prevent reasonable access to the easement site or the overhead equipment, and
  - 1.7 remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the overhead equipment by the unauthorised encroachment.
- 2 In exercising its rights under this easement Essential Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3 Essential Energy will at all times and at its own expense keep the overhead equipment in a proper and fit state of repair.
- 4 The landowner agrees that it will not
  - 4.1 place or permit to be placed any services or structure within the easement site,
  - 4.2 alter the surface of the easement site,
  - 4.3 do or permit to be done anything that restricts access to the easement site by Essential Energy, or
  - 4.4 plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site
 without the written permission of Essential Energy and in accordance with such conditions as Essential Energy may reasonably impose.
- 5 In this memorandum and any document which refers to it the following definitions apply
  - 5.1 "Essential Energy" means Essential Energy its successors and assigns (who may exercise its rights by any persons authorised by it).
  - 5.2 "Easement site" means the part of the lot burdened as the site of an easement for overhead powerlines.
  - 5.3 "Fluids" means and includes fluids of any description or kind.

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- 5.4 "Gases" means and includes gases of any description or kind.
- 5.5 "Install" includes construct, repair, replace, maintain, modify, use and remove.
- 5.6 "Landowner" means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor).
- 5.7 "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
- 5.8 "Overhead equipment" means above ground mains, wires, cables or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations) and boosters together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers or poles).
- 5.9 "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services.
- 5.10 "Signals" means and includes data or signals of any description or kind.
- 5.11 "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released, varied or modified by Essential Energy.

Department of Climate Change, Energy, the Environment and Water



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## **PART B**

### **TERMS OF EASEMENT FOR UNDERGROUND POWERLINES**

- 1 Essential Energy may**
  - 1.1 install underground equipment within the easement site,
  - 1.2 excavate the easement site to install the underground equipment,
  - 1.3 use the underground equipment for the transmission of electricity, signals, fluids or gases,
  - 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
  - 1.5 install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened,
  - 1.6 trim or remove any vegetation from the lot burdened that
    - 1.6.1 could destroy, damage or interfere with its underground equipment,
    - 1.6.2 could make its underground equipment become a potential cause of bush fire or a potential risk to public safety, or
    - 1.6.3 could prevent reasonable access to the easement site or the underground equipment, and
  - 1.7 remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the underground equipment by the unauthorised encroachment.
- 2** In exercising its rights under this easement Essential Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3** Essential Energy will at all times and at its own expense keep the underground equipment in a proper and fit state of repair.
- 4** The landowner agrees that it will not
  - 4.1 place or permit to be placed any services or structure within the easement site,
  - 4.2 alter the surface of the easement site
  - 4.3 do or permit to be done anything that restricts access to the easement site by Essential Energy, or
  - 4.4 plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site
 without the written permission of Essential Energy and in accordance with such conditions as Essential Energy may reasonably impose.
- 5** In this memorandum and any document which refers to it the following definitions apply
  - 5.1 "Essential Energy" means Essential Energy its successors and assigns (who may exercise its rights by any persons authorised by it).
  - 5.2 "Easement site" means the part of the lot burdened as the site of an easement for underground powerlines.
  - 5.3 "Fluids" means and includes fluids of any description or kind.

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## Department of Climate Change, Energy, the Environment and Water



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- 5.4 "Gases" means and includes gases of any description or kind.
- 5.5 "Install" includes construct, repair, replace, maintain, modify, use and remove.
- 5.6 "Landowner" means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor).
- 5.7 "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
- 5.8 "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services.
- 5.9 "Signals" means and includes data or signals of any description or kind.
- 5.10 "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.
- 5.11 "Underground equipment" means underground mains, wires, cables, pipes or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations) and boosters, and the supports therefore together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers or poles).

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released, varied or modified by Essential Energy.

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## PART C

### TERMS OF EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION

- 1 Essential Energy may
  - 1.1 install multi-purpose equipment within the easement site,
  - 1.2 excavate the easement site to install the multi-purpose equipment,
  - 1.3 use the multi-purpose equipment for the transmission of electricity, signals, fluids or gases,
  - 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
  - 1.5 install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened,
  - 1.6 trim or remove any vegetation from the lot burdened that
    - 1.6.1 could destroy, damage or interfere with its multi-purpose equipment,
    - 1.6.2 could make its multi-purpose equipment become a potential cause of bush fire or a potential risk to public safety, or
    - 1.6.3 could prevent reasonable access to the easement site or the multi-purpose equipment, and
  - 1.7 remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the multi-purpose equipment by the unauthorised encroachment.
- 2 In exercising its rights under this easement Essential Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3 Essential Energy will at all times and at its own expense keep the multi-purpose equipment in a proper and fit state of repair.
- 4 The landowner agrees that it will not
  - 4.1 place or permit to be placed any services or structure within the easement site,
  - 4.2 alter the surface of the easement site,
  - 4.3 do or permit to be done anything that restricts access to the easement site by Essential Energy, or
  - 4.4 plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site
 without the written permission of Essential Energy and in accordance with such conditions as Essential Energy may reasonably impose.
- 5 In this memorandum and any document which refers to it the following definitions apply
  - 5.1 "Essential Energy" means Essential Energy its successors and assigns (who may exercise its rights by any persons authorised by it).
  - 5.2 "Easement site" means the part of the lot burdened as the site of an easement for multi-purpose electrical reticulation.

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## Department of Climate Change, Energy, the Environment and Water



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- 5.3 "Fluids" means and includes fluids of any description or kind.
- 5.4 "Gases" means and includes gases of any description or kind.
- 5.5 "Install" includes construct, repair, replace, maintain, modify, use and remove.
- 5.6 "Landowner" means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor).
- 5.7 "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
- 5.8 "Multi-purpose equipment" means:
- 5.8.1 above ground mains, wires, cables or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations), pumping stations, exchanges, boosters, microwave dishes, energy collection and/or generation devices and equipment together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers and poles); and
- 5.8.2 underground mains, wires, cables, pipes or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations), pumping stations, exchanges, boosters, energy collection and/or generation devices and equipment and the supports therefore together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including towers and poles).
- 5.9 "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services.
- 5.10 "Signals" means and includes data or signals of any description or kind.
- 5.11 "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released, varied or modified by Essential Energy.



Department of Climate Change, Energy, the Environment and Water



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## **Schedule 6      Payee form**

Refer to attached file – Payee form.pdf for a copy of Supplier Registration/Update Details Form for details.

Department of Climate Change, Energy, the Environment and Water



## Schedule 7 Indicative operational area for Operation and Maintenance Activities



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**Department of Climate Change, Energy, the Environment and Water**

Our ref: OUT25/7367

Derek Francis

General Manager

Bogan Shire Council

Email: [derek.francis@bogan.nsw.gov.au](mailto:derek.francis@bogan.nsw.gov.au)

12 June 2025

**Subject: Amendments / Notations to the Access, Construction and Operational licence agreement for the Nyngan pump stations project**

Dear Derek

Further to our recent discussion on 6 June 2025, please find attached the amended package addressing the matters raised. The amendments have been made to provide greater clarity and ensure all parties are aligned on the purpose and scope of the Licence Agreement. Thank you and Steph Waterhouse again for your time last Friday and ongoing willingness to work with us towards an outcome.

The amendment package includes the following key clarifications and additions:

- **Updated Map in Schedule 4:** The map has been amended to clearly define the construction licenced area, including all land exclusively required for construction activities as well as the non-exclusive areas for construction and access.
- **Clarification on Construction vs. Operational Areas:** It has been clarified that the licenced construction area and the final operational area are distinct. The Schedule 4 map reflects all land required for the construction phase, including land not required for the full duration (e.g., a small section needed briefly for electrical works).
- **Construction in accordance with the Review of Environmental Factors (REF):** The licence has been amended at Clause 8.7 to confirm that construction activities will be carried out within the areas assessed in the REF.
- **Indicative Operational Plan:** An indicative has been included at Schedule 7 of the Licence showing the indicative operational footprint of the pump stations. This includes a proposed adjustment to Lot 102 (new Lot 4) and is subject to final design and 'as built' survey.

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- **Nature of the Licence Agreement:** The agreement is reaffirmed as a licence to support construction and operational works while permanent tenure is finalised. It does not restrict other land uses, such as any other parties' interest in the land, which may continue with appropriate mitigation measures implemented by the construction contractor.
- **Commitment to Collaborative Tenure Outcomes:** The Department remains committed to working with Bogan Shire Council and the Cobar Water Board to determine the most suitable long-term land tenure arrangement – whether that be via easement, land transfer, or another agreed mechanism. There is no intent to pursue compulsory acquisition. The Licence Agreement is designed to provide coverage and flexibility for all parties during the construction and commissioning period, while tenure negotiations continue, including adjustments during land subdivision if required.
- **Operational Component of the Licence:** The agreement includes access, construction, and operational use. The operational component is essential to:
  1. Enable commissioning and testing of the pump stations.
  2. Allow interim operation of the pump stations during the asset handover phase.
- **End Asset Handover and Water Licensing:** The final asset handover to Cobar Water Board is governed by the Delivery Deed, which includes obligations on the Board (e.g. finalisation of water licensing matters) that must be completed before formal handover.
- **Engagement with the nearby resident:** The Department will engage direct with Mr Richard Bootle, to discuss proposed mitigation measures for his property and any livestock management arrangements on the subject and. We will also ensure he is informed that his existing access to water from the river will not be affected by the new pump infrastructure.

We trust these amendments provide the necessary clarity.

I am pleased to make myself and Puneet Kaur, the project manager, available for your Council meeting on the 26 June. As advised today by your administrative assistant, our attendance will be via dial-in / videoconference. We look forward to receiving the details / calendar invitation. We are also available at any stage between now and the meeting to provide further clarification if needed.

I am attending another meeting in Broken Hill on the 26 June and am scheduled to travel through Nyngan that week. Should a face-to-face meeting with yourself, any of your staff or Councillors be of assistance on either Tuesday 24, Wednesday 25 or Friday 26 June, that can be arranged. Please let me know by early next week so I can make the necessary arrangements.

Department of Climate Change, Energy, the Environment and Water



Please do not hesitate to contact me or Puneet (e: [puneet.kaur@dpie.nsw.gov.au](mailto:puneet.kaur@dpie.nsw.gov.au) m: 0408 347 222) should you have any questions or require further information.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Sarah Horne".

Sarah Horne

A/Director Infrastructure Projects North  
Water Group – Infrastructure Delivery



## 10.5 YOUTH AND COMMUNITY CENTRE – R4R9 GRANT

### 1. Introduction

The purpose of this report is to vary the Bogan Shire Youth and Community Centre project within the already approved Resources for Regions 9 Grant Program.

### 2. Background

At its meeting on 25 August 2022, Council resolved for the General Manager to make application for funding under the Resources for Regions Grant Program for a range of programs and projects. These included programs such as the Aboriginal Health Worker at the Bogan Shire Medical Centre as well as infrastructure projects including building / facility improvements and roadworks.

Council was successful in this grant application and all projects are underway.

### 3. Discussion

Included in the funding amount was \$174,644 for retractable, fixed tiered seating (176 seats) in the Bogan Shire Youth and Community Centre Sports Hall, intended for spectators to view sports games. An example is shown below.



It is now recommended that an alternative, cheaper type of seating be installed and the savings reallocated to other items within the Bogan Shire Youth Centre Resources for Regions project.

As many Councillors would be aware, advice from the flooring suppliers for the sports floor in the Sports Hall has been to not put any substantial weight on the floor to avoid permanently damaging it. In line with its intended usage as an indoor sport facility for the Bogan Shire, the Sports Hall floor is a specialised product that gives suspension, protection from falls and resistance to abrasions if someone falls whilst playing sport. This makes it unsuitable for the type of seating shown above, that was originally envisioned.

It is now proposed that an alternative type of seating be purchased as shown below. Around 100 people can be comfortably seated on eight of these units along the western wall of the Sports Hall. These units fold up for storage and are lightweight to prevent damage to the sports floor when used with the specialised protective underlay also to be purchased from the flooring supplier. They also have the advantage of being able to be used outdoors if needed. In addition, fold down seats can be fixed to the wall on the eastern side to allow seating for another 30 people.



The cost of these seats, including underlay is approximately \$65,000 which is a considerable saving.

The NSW Department of Primary Industries and Regional Development will consider a minor variation to the Deed of Grant to allow Council to reallocate these funds within the Bogan Shire Youth and Community Centre Grant Project without the need for extensive further community consultation and a detailed variation submission.

It is recommended that Council consider allocating these savings, along with some unneeded contingency funding within this project on the following at the Bogan Shire Youth and Community Centre:

- Youth and Community Centre building – protective vinyl wall coverings and doorway. (Wall covering 1.2m high to protect meeting room walls from chair damage. Doorway at the end of the western corridor so that bathrooms can be accessed by Sports Hall users without giving them access to the whole main building). Estimated cost \$40,000.
- Youth and Community Centre outdoor facilities – pickleball court and steel outdoor table tennis (Including seating and sealed playing surface for the court). Estimated cost \$130,000.

Councillors should also note that the original grant approval provided for an outdoor seating area and fire pit. It is management's recommendation that the fire pit be replaced with a bbq



that can be used by all groups at the centre as more advantageous than a fire pit.  
Estimated costs remain unchanged.

Feedback from Youth and Community Centre staff is that these additions to our facilities will be well used and appreciated by our Youth as well as the wider community.

#### **4. Attachments**

Nil

#### **5. Recommendation**

That the General Manager makes application to vary the approved Resources for Regions 9 Grant project for the Bogan Shire Youth and Community Centre to make provision for:

- a. Building works – vinyl floor coverings
- b. Outdoor sports facilities – pickleball court and table tennis
- c. Deletion of a fire pit and addition of a bbq

## 11 PEOPLE AND COMMUNITY SERVICES REPORTS

### 11.1 YOUTH AND COMMUNITY CENTRE OPERATIONAL REPORT

#### 1. Introduction

The purpose of this report is to provide information to Council on the operations and statistics of the Bogan Shire Youth and Community Centre (BSYCC).

#### 2. Background

Since opening in October 2022, the BSYCC has been the venue for Bogan Shire Council's youth drop-in sessions and has also hosted a number of community events and groups.

#### 3. Discussion

Below are the activities and statistics of the Bogan Shire Youth and Community Centre for the period January 2025 to May 2025.

##### Statistics

Period	No of Attendees
Q1 2024 (July- September)	1,025
Q2 2024 (October- December)	665
Q3 2025 (January - March)	741
Q4 2025 (April - May) Current	690

The Bogan Shire Youth and Community Centre (BSYCC) continues to serve as a valued space for young people and the wider community. During the March to May reporting period, the Centre facilitated a wide range of programs, services, and events in collaboration with local organisations and service providers.

Centre staff have been actively managing venue hire requests, room bookings, and inquiries from external providers interested in delivering programs for all age groups. The Centre has hosted a variety of community groups and services.

##### Activities

The following activities have been hosted by BSYCC staff during the reporting period:

- Hosted Stormco, Stormco activities – Escape Room, Photo Frame decorating
- NSW Police – Development Day
- Boys to the Bush - Youth program (weekly to fortnightly usage)
- Nyngan Local AECG
- Headspace booking
- Barnardos – Mums and Bubs Group, playgroup, cooking with youth
- Catholic Care - Regular gym usage

- Bogan Shire Council – staff training and meetings
- Nyngan Craft Group – weekly meetings
- BSC and Housing Development meeting
- Best employment services
- Nyngan High School sport group, Nyngan High School cohort winners and excursions.
- Bogan Bush Fellas Social Group – fortnightly meetings
- APM Employment Services
- NSW CAPO – Reporting Back Session
- NHS Motivational Talk - parent session
- HALT - Community Event night

These partnerships reflect the Centre's ongoing role as a multi-use facility that supports a broad spectrum of community needs.

#### Youth Programs and Drop-In Sessions

The Centre continues to offer a variety of after-school drop-in sessions for young people aged 12 to 24. These sessions provide a safe and inclusive space for social interaction, skill development, and recreation.

Activities during this period included:

**Creative and Social:** Craft, board games, slime making, tote bag painting, and movie afternoons.

**Health and Wellbeing:** Fitness sessions, sports, cooking, and baking.

**Special Events:** Harmony Day cooking, trivia competitions, and an Amazing Race challenge.

These programs are designed to foster connection, creativity, and confidence among local youth.

#### Easter School Holiday Program

The Easter school holidays featured a full schedule of engaging activities. A key event was the return of StormCo, celebrating their 20th year of collaboration with the Centre. Their team brought enthusiasm and creativity, delivering standout activities such as:

- **Escape Room Challenge** – Encouraging teamwork and problem-solving.
- **Photo Frame Decorating** – A fun, hands-on creative session.

Other holiday activities included trivia, Easter baking, a movie afternoon, mechanical bull rides, rock climbing, and various sports and cooking sessions. These events were supported

by the Summer and Autumn Holiday Break Program grant, which enabled the Centre to welcome approximately 150 young people during the holiday period.

With a full team now in place, the Centre is well-positioned to continue delivering high-quality programs and exploring new opportunities to support young people and the wider community.

#### **4. Attachments**

Nil

#### **5. Recommendation**

That the Operational Report for the Bogan Shire Youth and Community Centre be received and noted.

## 11.2 BOGAN SHIRE MEDICAL CENTRE OPERATIONAL REPORT

### 1. Introduction

The purpose of this report is to provide information to Council on the operations and statistics of the Bogan Shire Medical Centre.

### 2. Discussion

Below are the activities and statistics of the Bogan Shire Medical Centre for the March 2025 - June 2025 period.

#### Statistics

Total registered active patients as of June 2025:	4,251
Total CDM (Chronic Disease Management) patients:	380
Total RAC (Residential Aged Care) patients:	28
Total 75+ Health Assessments completed for period March-June:	28
Total ATSI (Aboriginal/Torres Strait Islander) Health Assessments completed:	6

Current waiting periods to see a GP is approximately one day, with appointments available for acute complaints (On the Day appointments) daily.

#### Online Bookings for Appointments

The BSMC online booking system - AutoMed continues to be a successful addition to the Practice, with many online bookings being made every week. The application displays each doctor's availability and/or services on offer at the Bogan Shire Medical Centre.

#### Residential Aged Care (RAC) Patients

During Dr Senthil Chengoden's absence the VRGS doctor has been providing care to the 25 Residential Aged Care (RAC) patients currently residing at the Nyngan Facility. Locum doctors at the Bogan Shire Medical Centre have been completing any outstanding scripts for the residents.

The Practice's administrative staff work closely with the Nyngan MPS staff to manage the visits, ensuring the best coordinated ongoing care for the RAC patients.

#### Bogan Shire Medical Centre Aboriginal Health Worker

Our Aboriginal Health Worker has been in the role since September 2024.

In this role, she has been engaging with the Aboriginal community, building trusted community connections and relationships to deliver patient-centred holistic care.

The Aboriginal Health Worker has been collaborating with health services, enabling an increase in access to health treatment and prevention services to improve health outcomes of First Nations peoples. This has been displayed with the recent visiting optometrist.

She has been collaborating with existing Family Planning clinics to deliver a culturally safe and accessible service to First Nations peoples. This includes acting as a link to other healthcare services, promoting awareness and prevention tools for chronic disease under the guidance of our clinical staff.

### Ultrasound Services

The Ultrasound service continues to operate four days per week (Monday, Tuesday, Wednesday and Thursday), with on call services provided as needed for emergency cases.

### *Medical Diagnostic Services*

For the period March 2025 to May 2025, the following number of medical diagnostic services were provided.

March: 96

April: 95

May: 85

### Allied Health Services

Allied Health services as of June 2025 are listed below:

Type of Service	Days	Times	Frequency	Service Accessed by
Sonography	Monday, Tuesday, Wednesday & Thursday	8:30am-4:30pm	Weekly	Private bill with Medicare rebate
Family Planning NSW	Monday/ Tuesday	11am-5pm	Monthly	BSMC or Self-Referral
Mental Health Clinician	Tuesday, Wednesday	9am-4pm	Fortnightly	BSMC Referral
Mental Health Nurse	Tuesday/Wednesday & Thursday	9am-5pm	Monthly	BSMC Referral
Psychiatrist	Wednesday	9am-3pm	Bi-Monthly	BSMC Referral
Drug and Alcohol counsellor	Tuesday, Wednesday	9am-5pm	Fortnightly	BSMC Referral
Dietician	Tuesday	9am-4pm	Fortnightly	Referral/ EPC
Pathology	Monday to Friday	8.30am - 11.30am	Weekly	Anyone holding a pathology request form – not required to be a patient of BSMC
Physiotherapy	Mondays & Thursdays	8.30am – 4.30pm	Weekly	Referral or Private appt.
Podiatrist	Wednesdays & Fridays	9.00am - 2.30pm	Weekly	Referral or Private appt.
Telehealth Services with a variety of specialists (pain	Offered 5 days a week	8:45am-5pm	Offered 5 days a week	Referral (Medicare or private bill)

specialist, endocrinology, psychology)				
Alcohol and other Drug worker	Tuesday	9.30am- 3pm	Fortnightly	BSMC or Self-Referral
Aboriginal Health Worker	Offered 5 days a week	8:30am- 4:30pm	5 days a week	BSMC or Self-Referral

### 3. Attachments

Nil

### 4. Recommendation

That the Operational Report for the Bogan Shire Medical Centre be received and noted.



### **11.3 OUTBACK ARTS MEMBERSHIP**

#### **1. Introduction**

The purpose of this report is for Council to consider its ongoing membership of Outback Arts and the Regional Arts Development Program.

#### **2. Background**

Since March 2019, Council has resolved each year to continue its membership of Outback Arts to enable the Bogan Shire community to participate in the Regional Arts Development Program. Membership fees (incl. GST) paid last year were \$12,871.

Over the years Bogan Shire residents have had access to a number of projects, programs and workshops with cultural, arts and crafts opportunities. In addition to this, local artists have been able to apply for Regional Arts NSW Country Arts Support Program (CASP) funding. Support, advice, and advocacy has also been provided to local artists as well as professional development opportunities and networking and marketing services.

#### **3. Discussion**

Council has recently been approached by Outback Arts for Council to continue its membership for 2024/2025 at a cost of \$13,398.

A copy of the Outback Arts 2024 Annual Report will be provided to Councillors at the Council meeting. A 2025 Summary for Bogan Shire, including financial summary of return on investment has been included as an attachment to this report.

#### **4. Attachments**

1. Outback Arts Annual Report 2024
2. Outback Arts Tax Invoice 2025

#### **5. Recommendation**

That Council continues its ongoing membership of Outback Arts and the Regional Arts Development Program.







**WHO WE ARE**

**OUTBACK ARTS INC.**

Outback Arts is one of 15 Regional Arts Development Organisations in New South Wales, servicing the seven contributing local government areas of Bourke, Brewarrina, Bogan, Bogan, Openamble, Walgett and Warren.

The region covers an area of 163,880 square kms and has a population of 26,400 residents. Outback Arts supports and promotes arts and culture in the far west by working across a broad range of regional community arts development programs and initiatives. Outback Arts works directly with artists, individuals, community groups and local government, supporting communities and sectors that have limited access to arts and culture.

**OUR VISION**

Outback Arts leads a rich and vibrant cultural landscape that contributes to a strong creative economy, recognising the bold regional identity.

**OUR MISSION**

We invest in our creative community through leading, connecting, engaging, and advocating for access to creative opportunities relevant to the cultural life of our region.

**WE VAULE**

We value Community, Culture and Connection, with the provision of opportunities for access, participation, and presentation of excellence in our regional community.



**FRONT COVER PLAZA THEATRE STAGE CREDIT: MISSY FISHER**  
**ARMORPZ: ARMORPZ KIRALANAMUN BY JADY HOE HODGETTS**  
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**We honour the privilege and responsibility with respect, humility and attention. We acknowledge the wisdom, creativity and innovation of Aboriginal ways, we honour our elders past, present and emerging generations.**

**Outback Arts respectfully acknowledges the Waluwan and Gomirri lands on which we operate our headquarters, and we would like to take this opportunity to acknowledge that we live, work and play on the lands of the oldest living culture known to the world.**



# CHAIRPERSON

I am proud to highlight the exceptional work accomplished by Jamie-Lea, Polly and Brogly in addressing the cultural needs of our region while laying the groundwork for the continued creative vitality of this expansive part of New South Wales. The diversity of projects in the LGAs reflect the unique characteristics of the seven Shires supported.

The exciting purchase in 2024 of the Plaza Theatre and plans for the refurbishment and restoration continue to recognise the need for creativity and connection in our communities. Music lessons, line dancing sessions, travelling shows and a place to rehearse and put on local performances is encouraging the Outback Arts region to be producers and not simply consumers of the Arts. It is developing the skills and talents of people in a way that was hoped for, but it is so satisfying to see that buzz. I hear best at The West was a hit.

Highlighting the links made in previous seasons in Season 3 of the Outback Outloud Podcast, this time focusing on Villages. Emma and Caroline from Signal Creative have a knack of being able to uncover the stories of our region and present them in a fresh way. Great listening for a readout!

Additionally, we continue to see exciting developments within the Country Area Support Program (CASP), which remains a vital platform for local projects and initiatives. I look forward to the announcement of the next round of projects to be supported.



In closing I'd like to highlight the efforts of the community members who champion Arts and Culture in our region. Thank you for bringing the spark to your area and for working with Outback Arts to make this happen. As we move forward I am eager to see how these efforts will further enrich our cultural landscape and strengthen our community connections.

**Kylie Harvey**

OUTBACK ARTS 2024 ANNUAL REPORT

# EXECUTIVE DIRECTOR

Reflecting on the past year, we are grateful for the continued growth and impact of our organisation within the arts community. Our Board took the leap and made the commitment to legacy and beacons to arts infrastructure through purchasing our very own Theatre. This a very big step for our small AFP org, and a huge achievement as the only RACD in NSW to ever do so. Commitment to fostering creativity, supporting artists and engaging audiences remains at the forefront of our mission.

Our programming has been a cornerstone of our success, with over 75 performances, exhibitions and workshops supported throughout the year. These events reached more than 2300 attendees and audiences, showcasing a diverse range of artistic expressions from visual arts to live theatre and music. Our community engagement initiatives have expanded, with several outreach projects designed to make art more accessible to underrepresented groups, including partnerships with local schools and community centres.

Financially, we have seen positive support and growth despite the challenging economic climate. We were able to secure new grants and sponsorships which contributed to a successful Outback Fashion month across Cobar, Nyngon and Warren. We remain focused on strengthening our core programs, expanding our audience base through live music and theatre, and ensuring that our organisation continues to be a vital part of the cultural landscape in our far North West Region of NSW.

Thank you to all of our supporters, artists, and volunteers for their continued commitment to our mission. Together, we are making a lasting impact on the arts in remote and regional NSW.

**Jamie-Lea Trindall**



OUTBACK ARTS 2024 ANNUAL REPORT



# PROJECTS



## 62 CREATIVE ARTS CENTRE

Since 2018, the Outback Arts Gallery Shop has served as a vital space for artists in the Outback Arts region to have a space to sell their artwork, reaching a broad audience and receiving support in the professional development.

\$54,000

With the Creative Arts Centre attracting many tourists, artists have sold their works not only to locals but travelers from far and wide, especially internationally. The comprehensive online gallery shop was developed to facilitate art sales across the country along with dedicated social media channels. These additional channels have supported artists to make repeat sales with art lovers from across the country.

IMAGE: OUTBACK ARTS CREATIVE ARTS CENTRE CREDIT: KERRY FISHER  
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# PROJECTS

## LIVING ARTS + CULTURE

30 ARTISTS

11 FILMS RECORDED

Recording and sharing the rich cultural landscape of outback New South Wales. Celebrating Aboriginal artists and knowledge holders and their contribution to our communities. Living arts and culture holds strength in the honesty and depth of stories from many different notions and language groups in the Outback Arts region of Bourke, Brewarrina, Bogan, Cobar, Coonamble, Walgett and Warren Local Government Areas.

Living Arts + Culture is more than a project for Outback Arts. It is a long term program of the care of our businesses.

Our regional communities are embedded in Aboriginal Country. Communities and their connection. In the future we are aiming to continue growing the artist database and provide opportunities for our LAC network to extend, share and promote their skills.

Our Living Arts + Culture program is supported by the Indigenous Visual Arts Industry Support Program of the Australian Government.  
[www.livingartsculture.com.au](http://www.livingartsculture.com.au)

Collectively we have launched:

- A mini-series of 11 films: 'Our Stories' from across the seven local

Government Areas of Bourke, Brewarrina, Bogan, Walgett, Warren, Cobar and Coonamble. The project engaged a videographer to work with the artists to create a short film, unique to each of the artists and locations. The films draw on three key themes: 'Landscape, Culture, and Art'.

- A soft cover professional publication that is circulated in all regional libraries, schools, archives and available to purchase in person and online.

- A website dedicated to recording and archiving the Living Arts + Culture resources.





# PROJECTS

## CREATIVE COUNTRY

7 SHIRE COUNCILS  
150 LOCATIONS LISTED  
4 ARTISTS EMPLOYED  
13 DESTINATIONS COVERING  
162.00 SQUARE KILOMETRES

Creative Country is a project initiated by Outback Arts to provide a completely interactive map to direct local and tourists to the range of public art and cultural experiences available in the Outback Arts region. Maps for finding public art heritage, galleries, where to stop for handmade art, Aboriginal cultural experiences and arts and cultural events happening in our vibrant region.

The project has been funded through the Regional Arts Australia Tourism Generation Fund and Create NSW Restart Initiative with the aim of building a cultural tourism resource to support and promote our Creative Industries and tourism sector.

Meet our makers and musers, our collectors and curators, the wild-eye dreamers whose search for their soul aligned their compass to the Far North West. We'll help you find your own path to explore this expanse, and perhaps to find yourself, in this Creative Country.

For now enjoy the Outback Arts region, plan, road trip, visit the region and watch this space as we continue to add more listings and soon develop our professional Artist Database! [www.creativecountrysw.com](http://www.creativecountrysw.com)

creative  
country





IMAGE BY THIS ART TEXAS PHOTOshoot CREDIT COPIED TO PHOTOGRAPHY  
IMAGE PD, IN CAMP STUDIOS OUTBACKOUTSID CREDIT SIGNAL CREATIVE  
OUTBACK ARTS | 2024 ANNUAL REPORT 08





# PROJECTS

## OUTBACK OUTLOUD

28 EPISODES

OVER 400 INTERVIEWS

5100 LISTENS

13 COMMUNITIES PROFILED \* 3 BONUS

EPISODES ON THE PLAZA THEATRE

Outback Outloud is a community podcast and oral history recording project by Outback Arts, delivered in partnership with Signal Creative delivered over 2022, 2023 and 2024.

Season 3 was supported with funding by Creative Australia

The major outcome of Outback Outloud was the launch of a fully developed podcast series available on all major listening platforms.

Outback Arts were excited to launch Season 3 of the podcast series Outback Outloud Villages in 2024. This season features interviews with everyday people from around our region capturing the stories from our smaller more remote villages. In partnership with Emma Hay and Caroline Wallace from Signal Creative, the Signal team travelled for three weeks around our Outback region to the towns of Gulgambone, Neverite, Corinda, Goodooga, Lightning Ridge and the Crown Opal Fields. Through in-depth interviews, candid pub chats, Vox pops and engaging workshops, the project captured the unique stories and perspectives of our Outback

## MUSIC NSW - THE MIX

4 TOWNS VISITED

In June 2024, Outback Arts partnered with Music NSW to deliver a series of mixer events across Central West NSW, supporting local musicians in Warren, Coonamble, Bourke and Lightning Ridge.

The event, led by Music NSW Regional Coordinator Sophie Jones, aimed to provide artists with tools to enhance their careers, covering topics like booking tours, releasing music, and marketing.

## GRANTWRITING AND PROJECT PLANNING WORKSHOPS

7 TOWNS VISITED

In partnership with the Aboriginal Regional Arts Alliance, Outback Arts offered a series of free Community Project Planning & Grant Writing Workshops across the region in November 2024. The workshops were designed to support artists, community leaders, and creatives in planning and securing funding for their projects.

Participants learned key skills in project planning, budgeting, and finding funding opportunities, leaving with the tools to bring their projects to life.



# PROJECTS

## OUTBACK ARCHIES ART PRIZE

14 YEARS  
100 ARTWORKS  
16 LGAs

The Outback Archies has grown each year, shining a light on the diverse and talented creatives in our region, as they celebrate and explore the theme: 'Legends and Landscapes' in 2024.

In 2024, Outback Arts teamed up with several key partners to extend the reach of this project. Entries were accepted not only from the Outback Arts regions of Bourke, Brewarrina, Bogan, Bogan, Coonamble, Warren and Walgett Shires, but also, Gilgandra, Narrabri, Moree, Cumnock, Liverpool Plains, Warumbungle, Croydon, Tamworth, Broken Hill, Westworth Shire, Central Darling Shire and the Western Unincorporated Area. A total of 18 local Government Areas in total. Over 88 artworks were featured in the 2024 exhibition.

The 2024 Art Prize also catered for our creative youth in Regional New South Wales with the Young Archies, featured in two categories, Primary School and High School. Youth entries explore any medium of their choosing.

The usual prizes remain, including the major Outback Archies Prize, People's Choice, Aboriginal Art Award plus first and second prizes for each category of Ceramics/3D, Two Dimensional and Photography.

The 2024 prize pool was at \$10,000 and winners had the opportunity to exhibit in partner galleries, including: SPACE Gallery in Coonababgon, Warren Museum and Gallery, Campbelltown Arts Centre and the Gilgandra Shire Council.

Executive Director for Outback Arts, Jamie-Lee Tindall says, "The Outback Archies is looked forward to by artists and the broader community each year. We are always very excited to welcome the works in from such far-reaching locations. The biggest tip I can give to people thinking about entering artwork is to just enter! Get your work submitted and go for it you never know if you never enter!"

IMAGE BY DAVE - GEORGIA DINGFIELD  
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# PROJECTS

**LIFE DRAWING WITH A COMEDIAN**  
**7 LOCATIONS**

Outback Arts supported and promoted "Life Drawing with a Comedian", a unique show blending life drawing with comedy. Hosted by Sean Michaels, a talented comedian and media personality, the show featured him as both host and model, guiding the audience through drawing exercises with humour.

This event was the first touring show brought to the Plaza Theatre for community engagement since Outback Arts purchased the building in 2023. The tour visited seven towns in the Outback region, including Coonamble, Warren, Nyngan, Cobar, Bourke, Brewarrina, and Lightning Ridge.

**TINDERELLA**  
**2 COMMUNITIES**

Theatre On Tour brought their comedy cabaret *Tinderella & the Eight Unique Uses of a Hammer* to regional NSW in 2024, with stops in Warren and Coonamble Plaza Theatre. Created and performed by Alice Fisher, the show explores app dating in regional Australia through humour, audience interaction, and unique elements like a mockumentary.

Supported by Create NSW Regional Young funding, the tour also included Theatre Sports Workshops for Children. The tour was met with positive feedback, with audiences praising the show as "heartfelt and hilarious" and "absolutely fabulous".

# THE PLAZA THEATRE

**RENOVATE - RESTORE - REOPEN**  
**A vibrant hub for the whole region**

Built in 1930 after a fire ravaged the main street of Coonamble, The Plaza Theatre was built to house 900 people - 400 upstairs and 500 downstairs. It featured a grand foyer leading to an open space of seating, railings and wooden floor and a large proscenium arch stage. The Plaza is an attraction of its own in our remote and isolated region.

Outback Arts purchased the theatre and ambitiously aim to renovate, transforming it into a thriving cultural hub that connects and enriches the community and Fox North West region for production and touring performing arts.

The impact of the Plaza Theatre extends beyond entertainment. The arts provide valuable opportunities for local youth, offering alternative pathways for personal growth and development, such as collaboration, problem-solving, and confidence. These qualities benefit young people in all aspects of life.

**JEST AT THE WEST**  
**A NIGHTS OF LIVE THEATRE**  
**800 AUDIENCE ENGAGEMENT**

Presented by the Coonamble Amateur Theatre Society, *Jest At The West* was their first performance in 5 years, captivating audiences of all ages and demonstrating the community's strong commitment to performing arts.









# YOUTH FOCUS

**HORIZONS – CREATIVE INDUSTRIES CAREER LAUNCHPAD**  
**75 PARTICIPANTS, 4 FROM THE OUTBACK**  
**14 MENTORS**  
**15 REGIONS**

Horizons is a state-wide regional project that provides direct intensive support to young people wanting to pursue a career in the creative industries. Horizons celebrated and supported the creative strengths of 75 young people across NSW over 18 months in 2024 by pairing participants with successful professionals from their chosen field working within regional NSW. This was an opportunity to connect into a network of peers and demonstrate creative industries career opportunities in regional NSW. The Outback Arts region had four local participants engage in this project, supported by the Department of Regional NSW in partnership with the Regional Arts Network.

Kayla Amos – Ceramics – Bourke  
 Ruth Cant – Textile & Design – Warren  
 Amanda Roach – Visual Arts – Gulgong/Bone  
 Bailey Lambie – Visual Arts – Coonamble



KAYLA AMOS, RIVER TREES COLLECTION, 2023-2024  
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# YOUTH FOCUS

**OUTBACK FASHION SERIES**  
**11 WORKSHOPS**  
**85 PARTICIPANTS**  
**4 COMMUNITIES**  
**5,000+ REACH ON SOCIAL MEDIA**

This year (2024) Outback Fashion Series brought together Women from 4 remote communities – Gabbra, Nyngan, Warren and Coonamble. In collaboration with 12 organisations over 85 women were involved in this program. In partnership with Signal Creative we employed 6 female artists to deliver 11 free and low-cost workshops in community. Participants learned textile printing techniques to create unique designs. Fun activities with writings, visuals, collages helped participants to discover personal styles. To celebrate the creativity, they were professional fashion photo shoots resulting in a wonderful reminder of their journey. Collaborating with 12 local organisations and 85 participants, we truly captured the spirit of the Outback Fashion Series. This project was funded by Regional Arts NSW through the Regional Arts Fund.





# ENGAGEMENT

Outback Arts aim to build connections with all stakeholders across the Outback Arts region, whilst raising the profile of the organisation and the region it represents.

Serving diverse communities, it is vital for Outback Arts to utilise several appropriate marketing strategies to effectively communicate and engage with all program stakeholders. The Engagement Officer manages and monitors the branding and marketing of all Outback Arts projects and programs across four websites, five social media channels, three radio stations, 7 regional newspapers, and a monthly electronic newsletter.

## WEBSITES: OUTBACK ARTS

5,800 VISITS  
10,000 PAGE VIEWS

## GALLERY SHOP

1,530 VISITS  
12,879 PAGE VIEWS

## LIVING ARTS AND CULTURE

2,600 VISITS  
4,700 PAGE VIEWS

## CREATIVE COUNTRY

446 VISITS  
996 PAGE VIEWS

## SOCIAL MEDIA

4,718 FACEBOOK FOLLOWERS  
2,575 INSTAGRAM FOLLOWERS

122,443 SOCIAL MEDIA REACH

## NEWSPAPERS

10 MEDIA RELEASES

## TV & RADIO

INTERVIEWS WITH 2WEB OUTBACK  
RADIO AND COONAMBLE MTWFM,  
& HIGHLIGHTS ON ABC

## ELECTRONIC DIRECT MAIL

868 SUBSCRIBERS  
39.9% OPEN RATE  
18 NEWS BLASTS

ARTWORK FOR OUTBACK FASHION MONTH CREDIT: RAINY KING  
20. OUTBACK ARTS | 2024 ANNUAL REPORT





# CAPACITY BUILDING

## COUNTRY ARTS SUPPORT PROGRAM (CASP) IS THOUSAND DOLLARS 6 PROJECTS

A diverse range of arts and cultural projects within the Queirback Arts region received a little over \$12,000 in Country Arts Support Program (CASP) grants. CASP provides grants for local arts and community organisations to encourage the development of and the public engagement with arts and culture in regional NSW.

### Cobar Shire Council - A Connected Creative Community (\$3,000)

Cobar Shire Council proposes to complete a community mural at the Cobar Youth and Community Centre indoor stadium. Council will engage a local artist to lead the mural making process, and guide community members in expressing their creativity and vision.

### Miss Madeline Hope Hodgetts Ngungunlaha Dance + Cultural (\$3,000)

Ngungunlaha is a cultural dance group that ran in May 2024. All families and children in the community were invited to participate in the group, which was run by a cultural facilitator. The group consisted of traditional dance lessons followed by other cultural activities.

### The Walgett Art Group - Turning over a new leaf (\$1,800)

Investigating & challenging each individual artist to become more creative and more professional.

### Cobar Arts Council Inc- Intensive weekend art workshop using Pastels (\$3,000)

A detailed pastel art workshop for local community with visiting tutor, Anne Holland. Participants will be taken through a detailed process of producing two or three artworks at Cobar Railway Station venue over an intensive weekend workshop in November 2024.

# CASP

### Mrs Lynette Quinion - Art on the Bogan (\$1,200)

Ms. Lynn Hodgetts and myself, would like to once again paint our beautiful Bogan River. The trees and waterway is magical and the wild life gorgeous. We did this last year with great success for everyone. The weir is a perfect spot especially during the colder summer months.

### Warren Chamber Music Festival Inc - Singing Your Stories (\$3,000)

The Warren Chamber Music Festival teams up with Temworth Country Music Award winning artist Greg Stone and his band Dust Music to reach new regional and rural audiences with a fusion of music styles and approaches, telling the stories of rural Australia with a focus on the Central West NSW.

IMAGE: QUEIRBACK ARTS GALLERY CREDIT: REBECCA FISHER  
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# EXHIBITIONS

## THIS AIN'T TEXAS

This group of women artists live in a place that ain't Texas, but each live an authentic creative life based on their connection to the outback, the people and its cowboy culture. Some of us have ancestors whose very survival meant adapting to new ways, some of us are raising the next generation of cowboys and cowgirls, some of us love and share a special relationship with domesticated animals – horses, cattle, sheep and dogs, and some of us love the wildness of country – the dust and sunrise and sunsets, the expansive starlit sky, the eagle riding high. All of us are in it for the boots.



# EXHIBITIONS

## QUEEN OF ALL THE WILD THINGS – MELISSA KELLY

This exhibition works with empowering feminist themes, expressing rage at misogyny, patriarchal systems and treatment of women in history. Women defending themselves and can pierce the predator with entires, wear a crown to display triumph and floral for the wilderness of nature and childhood in the outdoor landscapes.

## THE COLLECTORS

Yvon Ganneau and Peter Jackson started collecting works of art in 1996. Their aim was to give support to Australian artists and to make their lives more joyous and stimulating because of the works of art that they were fortunate enough to have around them in their home. With the support of the King St Gallery, Outback Arts is fortunate enough to thank Peter and Yvonne for their donations spanning 20 years that have supported exhibitions, exposure and experiences for the arts and cultural life of outback NSW.

## COONAMBLE SHIRE WASTE 2 ART

The annual Waste 2 Art Competition and Exhibition is a regular event that affords a wide range of artists. It engages the imagination and showcases our community's artistic and creative endeavours using items that are traditionally considered waste.

## MAREE KELLY – HALF A MILLION WILD ACRES

Following on from her 2023 Outback Arches Art Prize win, Maree Kelly held a solo exhibition in the Outback Arts Gallery. From her studio of the family farm overlooking the Namoi and Mooki, Maree's paintings show what she knows, and loves best – the landscapes of North-Western NSW.

## 'ANNUAL QUILT SHOW' MATERIAL GIRLS

This highly anticipated annual exhibition showcases the talented patchwork artists in the region and the stories they tell with fabric and thread.

## LIVING ARTS AND CULTURE – KEEP THE FIRE BURNING

This exhibition celebrates our regions Indigenous identities, empowering us to stand tall in our local heritage and be proud of who our community is in these modern times. This exhibition featured 7 artists from 7 different communities.

IMAGE PG 23:1 SINGING YOUR STORIES WARREN

IMAGE PG 24:1 THIS AIN'T TEXAS EXHIBITION  
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# PARTNERSHIPS

## WHO WE'VE WORKED WITH

In 2024, Outback Arts had the privilege of working with a range of organisations and institutions, through developing relationships that have supported Outback Arts programs and service delivery. Partnerships are critical to providing opportunities for our regions artists and promoting our region on the State, National and International scenes.

- Creative NSW
- Local Government
- Regional Arts NSW
- Aboriginal Regional Arts Alliance
- Indigenous Visual Arts Industry
- Department Regional NSW
- Regional Arts Network
- Mission Australia
- Signal Creative
- Creative Australia
- Music NSW
- Space Gallery
- Warraak Widi Arts
- Mogoollin Performing Arts
- Ngungun Dance Group
- Campbelltown Art Centre
- Arts North West
- West Darling Arts
- Arts Outwest
- Publisher Textiles
- 2 Rivers Pty Ltd
- The Edge Fest Tin Camp Studios
- National Indigenous Art Fair
- Regional Development Aust Outback



# GOVERNANCE

## OUR BOARD

- Kylie Harvey (Chairperson)
- Independent Community representative
- Catherine Goldsmith
- Independent Community representative
- Cr Lillian Simpson
- Cobar Shire Council representative
- Cr Rob Jackson
- Warren Shire Council representative
- Cr Barbara Deans
- Coonamble Shire Council representative
- Jessica Murray
- Bourke Shire Council representative
- Cr Donna Jeffries
- Brewarrina Shire Council representative
- Cr Greg Deacon
- Bogan Shire Council representative
- Jane Keir
- Wolfe Hills Shire Council representative

## OUR TEAM

- Jamie-Led Trindall
- Executive Director
- Brailey Lambie
- Engagement Officer
- Polly Cohen
- Operations and Gallery Officer
- Emma Hoy
- Communications & Projects
- Caroline Wallace
- Communications & Projects
- Melissa Skuthorpe
- Casual Gallery Assistant
- Fran Moore
- Gallery Volunteer
- Greg Vaughan
- Bookkeeper & Business Services



IMAGE PG 26: WARRAAK WIDI ARTS CREDIT RAILY PNG  
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# TAX INVOICE

Date: 12<sup>th</sup> May 2025  
INVOICE #08- 120523

Outback Arts Incorporated 26  
Castlereagh Street, PO Box 28  
Coonamble NSW 2829  
02 6822 2484  
admin@outbackarts.com.au  
ABN 30 005 203 518

To	Payment Terms	Due Date
Bogan Shire Council PO Box 221 Nyngan NSW 2825	30 Days	9 <sup>th</sup> June 2025

Description	Item price
<b>Membership to the Regional Arts Development Program 2025-2026 financial year</b>	12,180.87
<b>Subtotal</b>	<b>\$12,180.87</b>
<b>GST</b>	<b>\$1,218.09</b>
<b>Total Amount Due</b>	<b>\$13,398.96</b>

#### Bank Details

BSB: 08 2533

Account number: 570 009 509

Account name: MEMBERSHIP

## 12 FINANCE AND CORPORATE SERVICES REPORTS

### 12.1 INVESTMENTS MAY 2025

#### 1. Introduction

The purpose of this report is to outline the performance of Council's investment portfolio for the month of May 2025.

#### 2. Background

In accordance with Clause 212 of the Local Government (General) Regulation 2005 a report must be presented to the Council setting out details of all the money that the Council has invested under section 625 of the Act.

#### 3. Discussion

The Investment Report for May 2025 is shown below. As at 31<sup>st</sup> May 2025, Council had \$28.5 million invested. There has been a decrease of \$1.4 million due to expenditure on grants where income had already been received and outstanding claims for TfNSW Ordered Works and Flood Damage not yet received.

Consideration of this report means that Council is complying with the Local Government (General) Regulation 2005.

#### Investment Movements for May 2025

It is hereby certified that these investments have been made in accordance with the Local Government Act 1993 and the Regulations thereto.

REF	Source	Maturity	Days	% rate	Bal April 25	Bal May 25
42-150-6894	NAB - Professional Funds	4/05/2016	At Call	4.350%	9,068,918.75	9,664,355.99
11271016	Westpac	17/12/2024	17/12/2025	5.010%	6,000,000.00	6,000,000.00
76-111-0458	NAB	10/05/2024	9/05/2025	5.250%	2,800,000.00	0.00
76-135-1489	NAB	10/05/2024	9/05/2025	5.250%	2,000,000.00	0.00
88-392-4994	NAB	29/05/2025	29/05/2026	4.200%	2,000,000.00	2,000,000.00
32-556-4779	NAB	5/11/2024	5/11/2025	5.050%	2,000,000.00	2,000,000.00
98-544-4756	NAB	30/01/2025	30/01/2026	4.850%	2,000,000.00	2,000,000.00
98-568-5779	NAB	30/01/2025	30/01/2026	4.850%	2,000,000.00	2,000,000.00
	Westpac	17/04/2025	17/04/2026	4.200%	2,000,000.00	2,000,000.00
	Westpac	09/05/2025	11/05/2026	4.250%		2,800,000.00
	Balance securities held				<b>29,868,918.75</b>	<b>28,464,355.99</b>
	Balance Ledger 19010.8200.8200				<b>29,868,918.75</b>	<b>28,464,355.99</b>
	<b>Summary by institution</b>					
	Commonwealth				0.00	0.00
	NAB				21,868,918.75	17,664,355.99
	Westpac				8,000,000.00	10,800,000.00
					<b>29,868,918.75</b>	<b>28,464,355.99</b>

**4. Attachments**

Nil

**5. Recommendation**

That Council receive and note the Investments Report for May 2025.

## 12.2 SUMMARY OF RATE AND ANNUAL CHARGES COLLECTION

### 1. Introduction

The purpose of this report is to provide a comparison of rate collections as at 31<sup>st</sup> May, 2025, with the same period last year.

### 2. Background

This report is provided for the information of Councillors.

### 3. Discussion

Rate Collections	2024-2025	2023-2024
Arrears Prior to 01/07/2024	227,258	281,540
First Instalment in arrears as at 31/5/2025	-85,409	-68,711
Second Instalment in arrears as at 31/5/2025	30,982	48,605
Third Instalment in arrears as at 31/5/2025	57,424	223,686
Fourth Instalment outstanding as at 31/5/2025	491,292	407,259
<b>Total Arrears</b>	<b>230,255</b>	<b>485,120</b>
<b>Total Outstanding</b>	<b>721,547</b>	<b>892,379</b>
<b>Monthly Transactions</b>		
Amount Levied & B/Fwd	6,248,285	6,259,458
Add: Adjustments	76,069	88,475
Less: Payments to end of May	-5,527,705	-5,380,849
Less: Rebates	-75,102	-74,705
Add: Postponed	0	0
<b>Gross Total Balance</b>	<b>721,547</b>	<b>892,379</b>
<b>Arrears of total amount levied %</b>	<b>3.6%</b>	<b>7.7%</b>

Total arrears have decreased from \$485,120 at the 31<sup>st</sup> May 2024 to \$230,255 as at 31<sup>st</sup> May this year.

Each instalment amounts to approximately \$1,563,000 (Total Rates, Waste, Water & Sewer Access Charges). The first instalment shows it is in credit due to payments made in advance by some ratepayers however there would be ratepayers that owe money on the first instalment therefore this is not indicative of the amount owed.

Council has 1.9% in arrears on the second instalment.

Council has 3.6% in arrears on the third instalment.

Council has 31.43% outstanding on the fourth instalment.

As at the 31<sup>st</sup> May Council had collected \$146,856 more than at the same time last year. At the time of writing this report council has collected an additional \$135,839.

### 4. Attachments Nil

### 5. Recommendation

That Council receive and note the Rate and Annual Charges collection report for May 2025.

## **12.3 ADOPTION OF THE 2025/2026 OPERATIONAL PLAN AND BUDGET**

### **1. Introduction**

The purpose of this report is to present the draft 2025/2026 Operational Plan and Budget for adoption by Council.

### **2. Background**

The legislative requirements for Council's Operational Plan and Budget are set out in Section 405 of the Local Government Act and may be summarised as follows:

- Council must have an operational plan in place, adopted before the beginning of each financial year, outlining the activities to be undertaken by Council during that year, as part of the delivery program.
- The operational plan must include a statement of Council's Revenue Policy for the year covered by the operational plan.
- Council must prepare a draft operational plan and give public notice of the draft indicating that submissions may be made to the council at any time during the period (not less than 28 days) that the draft is to be on public exhibition. The council must publicly exhibit the draft operational plan in accordance with the notice.
- In deciding on the final operational plan to be adopted, Council must consider any submissions that have been made concerning the draft plan.

### **3. Discussion**

Council approved the draft 2025/2026 Operational Plan and Budget for public exhibition at an Extraordinary Meeting on 15<sup>th</sup> May 2025. The exhibition period closed on 19 June 2025.

#### **3.3.1 Public Submissions**

At the time of writing, no public submissions relating the Operational Plan and Budget had been received.

#### **3.3.2 Current Year Surplus**

Council's draft budget indicated a 2025/2026 surplus of \$22,418 in the General Fund which is made up of \$11,817 deficit in the General Fund and \$34,235 restricted to the Waste Fund.

#### **3.3.3 Fees and Charges**

Since the Operational Plan and Budget was put on exhibition there have been no amendments to the fees and charges

### **4. Attachments**

Nil

### **5. Recommendation**

That following consideration of the submissions and any amendments, the 2025/2026 Draft Operational Plan and Budget be adopted.

## **12.4 MAKING OF RATES AND CHARGES FOR 2025/2026**

### **1. Introduction**

The report is to make the Rates and Charges for 2025/2026.

Following Council's compliance with sections 404,405 and 406 relating to the public display of the draft Operational Plan for 2025/2026 financial year, Council must now make the following rates and charges for the 2025/2026 financial year in accordance with sections 494,533,534,535 and 543 of the Local Government Act, 1993.

### **2. Background**

Proposed Rates and Charges for 2025/2026 were included in the Draft Operational Plan and Budget approved by Council at its meeting on 15<sup>th</sup> May 2025. The Draft Operational Plan was on public display and advertised from 21<sup>st</sup> May – 19<sup>th</sup> June 2025.

Rates and Charges are the primary source of revenue for Council. Such revenue is critical for funding operational expenditure used for service delivery to the community in addition to the funding of the maintenance and renewal of Council's Infrastructure assets.

The Local Government Act requires that the Rates and Charges be made by Resolution of Council, after adoption of the Draft Operational Plan, pursuant to Sections 534 and 535 of the Local Government Act 1993.

### **3. Making of Rates and Charges**

#### **1. General Rates**

##### **Farmland Rate**

Farmland rate (to apply to all land categorised as Farmland within Bogan Shire Council) of 0.0022754 cents in dollar having a minimum rate of \$309.00 applied to Land Value of \$923,375,130.00, yielding a total income of approximately \$2,111,116.00 in compliance with Council's allowable Notional Income.

##### **Residential Urban Rate**

Residential Rate (to apply to all land sub - categorised as Residential Nyngan within Bogan Shire Council) of 0.00692043 cents in the dollar having a minimum rate of \$322.00, applied to Land Value of \$29,524,828.00, yielding a total income of approximately \$345,537.00 in compliance with Council's allowable Notional Income.

##### **Residential Rural**

Residential Rural Rate (to apply to all land sub - categorised as Residential Rural within Bogan Shire Council) of 0.0033190 cents in the dollar having a minimum rate of \$194.00, applied to Land Value of \$3,354,300.00, yielding a total income of approximately \$11,142.00 in compliance with Council's allowable Notional Income.



**Residential**

Residential Rate (to apply to all land sub - categorised as Residential within Bogan Shire Council) of 0.0063627 cents in the dollar having a minimum rate of \$194.00, applied to Land Value of \$793,300.00, yielding a total income of approximately \$5,425.00 in compliance with Council's allowable Notional Income.

**Residential – Small Villages - Hermidale**

Residential – Small Villages Rate (to apply to all land sub - categorised as Residential – Small Villages - Hermidale) of 0.0058380 cents in the dollar having a minimum rate of \$196.00, applied to Land Value of \$256,600.00, yielding a total income of approximately \$9,016.00 in compliance with Council's allowable Notional Income.

**Residential – Small Villages – Girilambone**

Residential – Small Villages Rate (to apply to all land sub - categorised as Residential – Small Villages - Girilambone) of 0.0050438 cents in the dollar having a minimum rate of \$196.00, applied to Land Value of \$191,350.00, yielding a total income of approximately \$10,388.00 in compliance with Council's allowable Notional Income.

**Residential – Small – Villages – Coolabah**

Residential – Small Villages Rate (to apply to all land sub - categorised as Residential – Small Villages - Coolabah within Bogan Shire Council) of 0.0080618 cents in the dollar having a minimum rate of \$196.00, applied to Land Value of \$57,433.00, yielding a total income of approximately \$5,096.00 in compliance with Council's allowable Notional Income.

**Business**

Business Rate (to apply to all land categorised as Business within Bogan Shire Council) of 0.0058075 cents in the dollar having a minimum rate of \$360.00, applied to Land Value of \$3,767,330.00, yielding a total income of approximately \$31,370.00 in compliance with Council's allowable Notional Income.

**Business - Nyngan**

Business Nyngan Rate (to apply to all land sub - categorised as Business Urban within Bogan Shire Council) of 0.0439792 cents in the dollar having a minimum rate of \$360.00, applied to Land Value of \$5,911,732.00, yielding a total income of \$262,262.00 in compliance with Council's allowable Notional Income.

**Business – Villages – Hermidale**

Business Hermidale Rate (to apply to all land sub - categorised as Business Village – Hermidale within Bogan Shire Council) of 0.0095674 cents in the dollar having a minimum rate of \$200.00, applied to Land Value of \$ 50,400.00, yielding a total income of approximately \$2,400.00 in compliance with Council's allowable Notional Income.

**Business – Villages - Girilambone**

Business Girilambone Rate (to apply to all land sub - categorised as Business Village – Girilambone within Bogan Shire Council) of 0.0008294 cents in the dollar having a minimum rate of \$200.00, applied to Land Value of \$ 38,450.00, yielding a total income of approximately \$1,200.00 in compliance with Council's allowable Notional Income.

**Business – Villages - Coolabah**

Business Coolabah Rate (to apply to all land sub - categorised as Business Village – Coolabah within Bogan Shire Council) of 0.0368000 cents in the dollar having a minimum rate of \$200.00, applied to Land Value of \$11,700.00, yielding a total income of approximately \$1,000.00 in compliance with Council's allowable Notional Income.

**Business – Unknown**

Business Unknown Rate (to apply to all land categorised as Business Unknown within Bogan Shire Council) of 0.0000011 cents in the dollar having a minimum rate of \$2.00, applied to Land Value of \$82,507.00, yielding a total income of approximately \$116.00 in compliance with Council's allowable Notional Income.

**Mining**

Mining Rate (to apply to all land categorised as Mining within Bogan Shire Council) of 0.1155674 cents in the dollar having a minimum rate of \$460.00, applied to Land Value of \$6,335,000.00 yielding a total income of approximately \$732,120.00 in compliance with Council's allowable Notional Income.

**2. Water Supply and Annual and User Charges:**

- (i) Water Supply charges: That Council, in accordance with Section 535, and pursuant to Sections 501 and 539(1) of the Local Government Act 1993, hereby makes the following Water Supply Charges for the financial year 1 July 2025 to 30 June 2026 as set out below.
- (ii) A Water Access Charge shall be made and levied based upon the size, volume factor and number of water services connected to an individual assessment.

Service Size	Volume Factor	Water Access Charge 2025/2026
20mm	1.00	\$666
25mm	1.56	\$1,071
32mm	2.56	\$1,758
40mm	4.00	\$2,749
50mm	6.25	\$4,297
100mm	25.00	\$17,183
20 CSO	1.00	\$178
Meter Reading Charge for Connections with nil reads up to 10kl consumption	\$25.35 per reading period.	\$101.40

- (iii) Other Rateable Water Charges shall be made and levied on non-metered properties in the locations described.

<b>Rateable Water Charge</b>	<b>Charge 2025/2026</b>
Hermidale – Raw Water Access	\$786
Girilambone – Raw Water Access	\$542
Coolabah – Raw Water Access	\$541
Nyngan – Raw Water Access	\$541

- (iv) Other Non-Rateable Water Charges shall be made and levied on non-metered properties in the locations described.

<b>Non-Rateable Water Charge</b>	<b>Charge 2025/2026</b>
Girilambone	\$542
Hermidale	\$786

- (v) Other Water Charges shall be made and levied on properties as appropriate, being:

<b>Water Charge</b>	<b>Charge 2025/2026</b>
<b>Albert Priest Channel - Access</b>	\$28.10 per ML allocation
<b>Albert Priest Channel - Usage</b>	\$44.45 per ML of usage

- (vi) Water Consumption Charges: That Council, pursuant to Sections 502, 539 and 540 of the Local Government Act, make and levy Water Consumption Charges, based on the appropriate tariff charge per measure, or estimate of measure, as shown in the table below, during 2025/2026, being for Reading Cycle Periods 1, 2, 3 and 4

<b>Charge for treated Water for 2025/2026 per kl shown</b>	<b>Charge for Other (Raw) Water for 2025/2026 per kl shown</b>
\$2.30/kl	\$0.78/kl

### 3. Sewer Supply Annual and User Charges

- i) Sewer Supply Charges: That Council, in accordance with Section 535, and pursuant to Section 501 of the Local Government Act 1993, hereby makes the following Annual Sewer Access Charges for the financial year 1 July 2025 to 30 June 2026 as set out below.
- ii) Residential Sewerage Annual Charge *will be made and levied on all residential properties which have sewer supply available to it.*

Residential Sewer Access Charge	Charge 2025/2026
Residential	\$479 per meter
Residential Flat Sewer	\$467 per flat
Residential Vacant	\$608 per meter

- iii) Non-Residential Sewerage Access Charge *will be made and levied on all non-residential properties which have sewer supply available to it.*

Service Charge Type	Water Service Size	Discharge Factor	Annual Access Sewer Charge 2025/2026
Non-Residential Sewer Access Charge	20/25mm	10%	\$609
Non-Residential Sewer Access Charge	40mm	10%	\$730
Non-Residential Sewer Access Charge	50mm	10%	\$1,141
Non-Residential Sewer Access Charge	100mm	10%	\$4,563
Non-Residential Sewer Access Charge	20/25mm	30%	\$609
Non-Residential Sewer Access Charge	40mm	30%	\$730
Non-Residential Sewer Access Charge	50mm	30%	\$1,141
Non-Residential Sewer Access Charge	100mm	30%	\$4,563
Non-Residential Sewer Access Charge	20/25mm	50%	\$609
Non-Residential Sewer Access Charge	50mm	50%	\$1,902
Non-Residential Sewer Access Charge	20mm	90%	\$609
Non-Residential Sewer Access Charge	25mm	90%	\$855
Non-Residential Sewer Access Charge	40mm	90%	\$2,189
Non-Residential Sewer Access Charge	50mm	90%	\$3,423
Non-Residential Sewer Access Charge	100mm	90%	\$13,687
Effluent Disposal Charge			\$375

- iv) Sewer Usage Charges: That Council, pursuant to Sections 502, 539 and 540 of the Local Government Act, make and levy Sewer Usage Charges as detailed below.
- v) Non-Residential Sewer Usage Charges will be made and levied on all **rateable** non-residential properties which have sewer supply available to it, under best practice guidelines, and will be charged on a quarterly basis in accordance with the following pricing structure:

$$B = SDF \times (AC + C \times UC)$$

Where, B = Sewerage charge non residential

SDF = Sewerage Discharge factor\*\*

$$AC = \left( \frac{AC_{20} \times D^2}{400} \right) \text{ Access Charge}$$

D = Water Supply Service Connection Size

C = Annual Water Consumption

UC = Usage Charge \$2.30

- vi) Non-Residential Sewer Usage Charges will be made and levied on all **non-rateable** non-residential properties which have sewer supply available to it, under best practice guidelines, and will be charged on a quarterly basis in accordance with the following pricing structure:

$$B = SDF \times (AC + C \times UC)$$

Where, B = Sewerage charge non residential

SDF = Sewerage Discharge factor\*\*

$$AC = \left( \frac{AC_{20} \times D^2}{400} \right) \text{ Access Charge}$$

D = Water Supply Service Connection Size

C = Annual Water Consumption

UC = Usage Charge \$2.30

- vii) Non-Residential Sewer Usage Charges will be made and levied on all **multi-use** properties which have sewer supply available to it, under best practice guidelines, and will be charged on a quarterly basis in accordance with the following pricing structure:

$$B = SDF \times (AC + C \times UC)$$

Where, B = Sewerage charge non residential

SDF = Sewerage Discharge factor\*\*

$$AC = \left( \frac{AC_{20} \times D^3}{400} \right) \text{ Access Charge}$$

D = Water Supply Service Connection Size

C = Annual Water Consumption

UC = Usage Charge \$2.30

***\*\*And that Sewerage Discharge Factors in each of the above be applied according to the following table:***

Discharger	Discharge Factor	Discharger	Discharge Factor
Aged Care Facility	.90	Medical Centres	.90
Bakery	.90	Mixed Business	.90
Caravan Parks	.50	Home Based Small	.50
Church's	.90	Motel	.90
RSL Club	.90	Motor Repairers	.90
Bowling Club	.10	Multiple Units	.90
Golf Club	.10	Nurseries	.10
Cottage Industry	.50	Office Based	.90
Butchers	.90	Other (default category)	.90
Dental Surgery	.90	Parks & Gardens	.10
Doctor	.90	Panel Beater	.90
Engineering Services	.90	Public Amenities	1.0
Hardware Store	.90	Restaurant	.90
Hospital	.50	Schools, Pre-Schools	.30
Florist	.50	Service Stations	.90
Guest House	.90	Supermarkets	.90
Halls	.90	Swimming Pool Complex	.50
Hairdressers	.90	Takeaway Shop	.90
Hotel/Tavern	.90	Utility Services	.90
Laundromat	.90	Veterinary Clinic	.90
Library	.90		

**4. Waste Management Charges**

- i) **Domestic Waste Management Charges and Recycling Charges:** That Council, in accordance with Section 535, and pursuant to the provisions of Sections 496, 502, and 504 of the Local Government Act 1993, hereby makes the following Domestic Waste and Recycling Charges upon each parcel of rateable land for which the service is available, for the financial year 1 July 2025 to 30 June 2026, as set out below.

<b>Service Charge Type</b>	<b>Charge 2025/2026</b>
Domestic Waste Management Collection Charge	\$381
Domestic Waste Collection Other	\$254
Domestic Waste Management Additional Collection Charge	\$134
Domestic Kerb Side Recycling Charge	\$151
Domestic Kerb Side Recycling Additional Bin Charge	\$77

- (ii) **Waste Management Charges – Other:** That Council, in accordance with Section 535, and pursuant to the provisions of Section 501 and 502, of the Local Government Act 1993, hereby makes the following Waste Charges upon each parcel of rateable land for which the service is available, for the financial year 1 July 2025 to 30 June 2026, as set out below:

<b>Service Charge Type</b>	<b>Charge 2025/2026</b>
Business Waste Management - Collection Charge	\$254
Business Waste Management – Additional Collection Charge	\$134
Waste Management - Depot Charges Nyngan	\$362
Waste Management - Depot Charges Business	\$362
Business Waste Recycling Collection Charge	\$151
Business Waste Additional Recycling Collection Charge	\$77

5. **Trade Waste Charges:** That Council adopts the Trade Waste Charges for 2025/26 as advertised in the draft Operational Plan and Budget 2025/26.

6. **Fees and Charges:** That Council adopt the Fees and Charges for 2025/2026 as advertised in the draft Operational Plan and Budget 2025/2026 (Fees and Charges) with additional changes as reported.



7. Interest on Overdue Rates and Charges: That Council, in accordance with the provisions of Section 566 (3) of the Local Government Act 1993, make the interest rate, to be charged on overdue rates, charges and arrears, for the period 1 July 2025 to 30<sup>th</sup> June 2026 at 10.5% per annum on a daily basis.

#### **4. Attachments**

Nil

#### **5. Recommendation**

1. That Council authorise the General Manager to prepare and serve the rate notices, or in his absence they may be served by the Rates and Revenue Officer.
2. That pursuant to the Local Government Act, 1993, Council hereby resolves to make the ordinary rates for the 2025/2026 period as laid out below.
3. That Council applies the interest rate of 10.5% in accordance with Section 566 of the Local Government Act 1993. Council has been notified for the 2025/26 year the maximum allowable interest rate will be 10.5%.

## 12.5 WRITE-OFF OF OUTSTANDING DEBTORS

### 1. Introduction

The purpose of this report is to submit for write-off debt considered irrecoverable.

### 2. Background

As part of a process of analysing outstanding debt, Council currently has one debt considered irrecoverable.

Clause 213 of the Local Government (General) Regulations allows the write off of debt where “the Council or the General Manager believes on reasonable grounds that an attempt to recover the debt would not be cost effective”.

Council’s Debt Recovery Policy states that “Rates, charges and other debts (including accrued interest) may only be written off by resolution of Council or under Delegated Authority”.

### 3. Discussion

Many attempts have been made to recover this amount through Council debt collectors and \$875 has been recovered from the debtor however the General Manager considers that it would not be cost effective to pursue the remaining debt any further:-

	Account No.	Amount	Date Raised	
1	893.1	\$1,251.18	15/03/2024	Cleanup Costs after crash at airport
		<b>\$1,251.18</b>	<b>(Total debt)</b>	

### 4. Recommendation

That the remaining debt of \$1,251.18 be written off and the above debtor accounts be marked as having been written off in Council’s financial records.

## 13 INFRASTRUCTURE SERVICES REPORTS

### 13.1 DEPARTMENTAL ACTIVITY REPORT

#### 1. Introduction

The purpose of this report is to provide Council with information regarding the activities of the Infrastructure Services Department.

#### 2. Background

A regular activity report is provided for the information of Councillors.

#### 3. Discussion

##### Roads

Road work undertaken for the reporting period 8 May 2025, to 11 June 2025 consisted of the following:

No.	Name	Comments
	Local Roads	
35	Backhouses Road	Maintenance Grading Completed
34	Kidstons Road	Maintenance Grading Completed
36	Lunaria Road	Maintenance Grading Completed
17	Booramugga Road	Maintenance Grading commenced
77	Tubba Villa Road	Re sheeting commenced
20	Murrawombie Road	Maintenance Grading Completed
78	Okeh Road	Maintenance Grading of first 3km commenced
10	Pangee Road	Maintenance Grading commenced

	State Highways	
MR70	Arthur Hall VC Way	Pothole repairs
HW7	Mitchell Highway	Removal of trees/branches within the clear zone
HW8	Barrier Highway	Removal of trees/branches within the clear zone

Council has completed pothole repairs on the following roads:

- |                       |                   |
|-----------------------|-------------------|
| • Nyngan Town Streets | • Yarrandale Road |
|-----------------------|-------------------|

The upcoming road works program includes, but is not limited to the following works:

- Maintenance grading, and re-sheeting on the following roads:
  - Shoulder grading on Barrier Highway
  - Re-sheeting on Monkey Bridge Road
  - Re-sheeting Cockies Road
- Heavy Patching on Mitchell, Barrier and Arthur Hall VC Way
- Line marking car park near Nyngan Lower Weir (opposite mine village)

### **Works and Services**

The work undertaken during this reporting period consisted of the following:

#### **Civil Works**

- Continued installation of safe pedestrian access footpath to the Nyngan Golf Club
- Extending the Bogan Shire Youth and Community Centre footpath to Larkin Oval
- Treating the decking on the Nyngan Racecourse Grandstand
- Plaque installation at the Nyngan Cemetery

#### **Community Facilities**

- Carried out tree maintenance at the Nyngan Airport and Rotary Park
- Carried out maintenance on the Nyngan Showground irrigation system
- Cleaning up illegal dumping

#### **Water & Wastewater**

- Treated ground tank in Girilambone with Alum
- Coolabah and Girilambone residents experienced loss of water supply due to two separate pump failures. Water was carted from Nyngan to both villages during this outage, until normal supply was restored.
- Repaired a leak on the Wilga Tank line
- Repaired a major leak in the main Street of Hermidale
- Commenced installation of outlets to Storm Water Pump stations

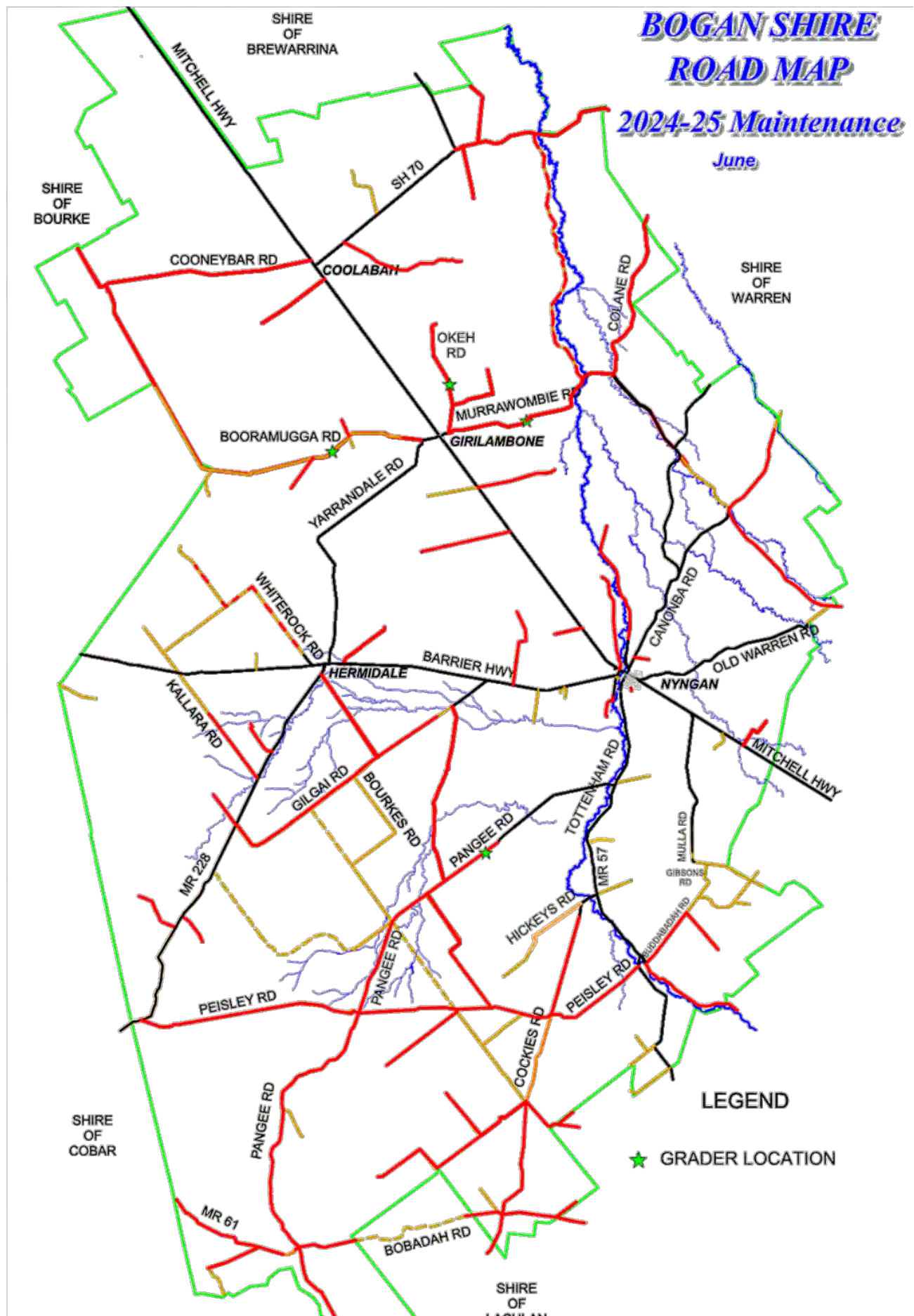
- Albert Priest Channel continuing to run, scheduled to shut on 30<sup>th</sup> June 2025. Nyngan and Cobar emergency off river storages currently running at 100% capacity
- Coolabah ground tank currently sitting at 1.5 meters, with Girilambone at 3.4 meters.
- Hermidale Ground water storage is at zero percent with the village operating from the Cobar pipeline.

**4. Attachments**

1. Road Maintenance Map

**5. Recommendation**

That the Infrastructure Departmental Report be received and noted.



## 13.2 TRAFFIC COMMITTEE MEETING REPORT

### 1. Introduction

The purpose of this report is to present the discussions of the Traffic Committee meeting held on Thursday 4 June 2025 and for Council to consider any recommendations.

### 2. Background

The Traffic Committee meets quarterly to discuss traffic and pedestrian facilities and related issues, and to make recommendations to Council.

### 3. Discussion

The following issues were discussed:

#### Traffic Management – Duck Creek races July 2025

The Committee reviewed the plans. As Police representatives were not present at the Traffic Committee meeting, the plans will be brought to Police attention to ensure they have no concerns

#### Safety Concerns Youngee Street, Hermidale

Concerns had been raised regarding the turn from the Barrier Highway onto Youngee Street, Hermidale. The concern related to the absence of a slip lane for vehicles making the turn. As the Barrier Hwy is a TfNSW managed road the Committee was supportive of TfNSW conducting investigations into this matter and reporting to a future Traffic Committee meeting.

#### Speed Zone review, Girilambone

Concerns had been raised about compliance with the current 70 km/h speed limit on the Mitchell Highway through the village. It was suggested that the speed zone be reviewed and potentially reduced to 50 km/h. As the Mitchell Highway is a TfNSW managed road the Committee was supportive of TfNSW conducting investigations into this matter and reporting to a future Traffic Committee meeting.

#### Request for Free Camping signage at intersection of Mitchell Highway and Arcturus Street, Girilambone

A request has been received for signage to direct people to the free camping area. As the Mitchell Hwy is a TfNSW managed road the Committee was supportive of TfNSW conducting investigations into this matter and reporting to a future Traffic Committee meeting.

#### Complaint regarding narrow section of Mitchell Highway south of Girilambone.

During the Council's Village Tour, concerns were raised about a narrow section of road on the Mitchell Highway, south of Girilambone. This area was identified as high-risk for heavy vehicles, with previous accidents having occurred. As the Mitchell Hwy is a TfNSW managed road the Committee was supportive of the TfNSW representative liaising with the appropriate section of TfNSW and reporting to a future Traffic Committee meeting.

#### Yarrandale Road intersection – Accident



Concerns have been raised regarding a recent incident on Yarrandale Road, where a vehicle failed to observe the intersection signage and continued through the T-intersection, ultimately entering nearby bushland. This matter has been referred to TfNSW for signage advice. In addition, Council to advise the correspondent that TfNSW can offer a Road Safety in the Workplace presentation.

**4. Attachments**

Nil

**5. Recommendation**

That the Traffic Committee Meeting Report be received and noted.

**14 DEVELOPMENT AND ENVIRONMENTAL SERVICES REPORTS****14.1 DEVELOPMENT APPLICATIONS REPORT****1. Introduction**

The purpose of this report is to advise Council of Development Applications that have been submitted to Council for approval.

**2. Discussion**Development Applications

Development Applications that have been received during the reporting period are indicated in the table below:

DA NUMBER	APPLICANT	ADDRESS	DESCRIPTION	VALUE (\$)	PROGRESS
2024/004	Mr I Bennett	60 Nymagee Street, Nyngan	New Awning	\$35,000	Additional Information Required
2024/021	Dickson & Evans Development	24 Nymagee Street, Nyngan	New Multi Dwelling	\$627,000	Public Exhibition ended 6 June 2025 No submissions received Under assessment
2025/004	Mrs B Johnson	28-30 Merilba Street, Nyngan	New Private Shed	\$40,000	Under assessment
2025/005	Mrs M Linke	39 Hospital Road, Nyngan	New Private shed	\$35,878	Approved
2025/006	Mr B Burton	24 Pangee Street, Nyngan	New Serviced Apartments	\$1,090,325	Approved
2025/009	Mrs C Watt	7 Derrybong Street, Nyngan	New Private Shed	\$10,000	Approved

Council staff continue to receive enquiries and assist the public in relation to Development Applications and the complexity of their lodgment on the NSW Planning Portal. Attachment 1 contains statistical and historical information in relation to applications received.

**3. Attachments****1. Development Applications Statistics****4. Recommendation**

That the Development Applications Report be received and noted.

	Application Type							Application Value
	Totals		Breakup					
	DA	CDC	Dwellings	Shed/Garage/ Patio/Awning	Pool	Sub- division	Other	
July 2024	1	0	0	1	0	0	0	\$60,000.00
August 2024	3	0	1	0	0	1	1	\$2,306,884.00
September 2024	1	0	1	0	0	0	0	\$500,000.00
October 2024	0	0	0	0	0	0	0	\$0.00
November 2024	2	0	0	2	0	0	0	\$206,795.00
December 2024	2	0	0	1	1	0	0	\$76,100.00
January 2025	2	0	1	1	0	0	0	\$191,820.00
February 2025	1	0	0	0	0	1	0	\$5,000.00
March 2025	2	0	1	1	0	0	0	\$337,270.00
April 2025	1	0	0	0	0	0	1*	\$627,000.00
May 2025	3	2	0	3	0	0	2**	\$165,578.00
June 2025								
Total 2024/25	18	2	4	9	1	2	4	\$4,476,447.00
Total 2023/24	27	0	8	14	1	0	4	\$7,576,651.00
Total 2022/23	33	1	7	12	5	2	8	\$ 7,443,708.00
Total 2021/22	26	0	13	8	2	1	5	\$ 6,354,396.00
Total 2020/21	34	3	5	14	3	5	9	\$ 4,107,610.00
Total 2019/20	24	0	0	10	1	3	10	\$ 11,294,300.00

\* Multi Dwelling Housing

\*\* Demoliton of dwellings

## **14.2 WASTE AND RESOURCE MANAGEMENT REPORT**

### **1. Introduction**

The purpose of this report is to advise Council of the activities and statistics relating to Waste and Resource Management and to consider closing the Nyngan Waste and Resource Facility on Boxing Day.

### **2. Discussion**

The Nyngan Waste and Resource Facility (NWRF) continues to operate four days per week, Thursday, Friday, Saturday and Sunday between the hours of 9.00am to 4:30pm. There are generally two employees onsite during opening hours.

The NWRF operates in accordance with the Environmental Protection Licence (EPL) 20471 and the Landfill Environmental Management Plan.

Environmental monitoring of water and methane is regularly carried out, in accordance with EPL20471. Water monitoring consists of taking ground water samples from 8 piezometers around the perimeter of the NWRF and analysing water results for any abnormalities. Methane monitoring is carried out over nominated old waste cells that have been capped to ensure minimal methane levels.

All rubbish received at the NWRF is segregated to minimise waste entering the cell helping Council work towards a circular economy. Daily compaction of rubbish is carried out to meet operating requirements and maximise the life of the waste cell.

Kerbside garbage collection continued as usual with few interruptions. During the reporting period, October 2024 – May 2025, the garbage truck has disposed of 581.3 tonnes of waste to the NWRF.

Waste management statistics are outlined in Attachment 1.

Kerbside recycling collection also continued with few disruptions. Council serviced a total of 37,612 bins during the reporting period. See Attachment 1.

Recycling continues to be transported to the Gilgandra Materials Recycling Facility for processing. This facility is run by Carlgindra Enterprises and all materials are sorted manually. The contamination rate of recycling during the period Oct 24 – May 25 averaged 24%. See Attachment 1.

During the reporting period, a total of 303kg of cardboard was removed from the Nyngan site which includes the NWRF and the works depot. During February 2025, 2,348 cubic metres of green waste was mulched. This mulch will be utilised to assist in rehabilitation at the NWRF.

The grant funded Resource Recovery Shed (RRS) has been open to members of the public during NWRF operating hours since July 2024. The RRS continues to assist in minimising waste to landfill and demonstrates Council's continued dedication to recycling.

Rate payers that are levied the Waste Depot Management levy currently receive twelve (12) vouchers that can be redeemed at the NWRF. The vouchers are valid from 1 August to 31 July and enable residents to dispose of general waste (excluding tyres), bulky household furniture (excluding mattresses and lounges) and green waste in exchange for a voucher.

Currently it is stated on the voucher that the NWRF is closed on the following days: Monday, Tuesday, Wednesday, New Year's Day, Australia Day, ANZAC Day, Good Friday, Christmas Day and Nyngan Show Day.

It is recommended that NWRF also be closed on Boxing Day based on the statistics indicating that only 6 transactions were completed on this day in 2024. The cost to open and operate the NWRF on Boxing Day far exceeds the income generated.

Closing the NWRF on Boxing Day is expected to have minimal impact to the general public, as the facility experiences very low usage on this day.

Council again participated in the annual Netwaste SIMS Metal 'Waste 2 Art' competition this year. This was a successful event, receiving many creative entries from varied sections of the community including one of the local schools and several of our creative local artists.

The theme for this year was "Toys".



The exhibition and judging were held in conjunction with the Nyngan Show in May with the art works on display in the Walker Pavilion during the course of the Show. The number of entries received, demonstrated the community's interest in upcycling and recycling a wide range of materials.

The winners from this competition, see Attachment 2, will be eligible to be judged and exhibited in the Regional Exhibition which is to be held in Dubbo at the Western Plains Cultural Centre from 20 September to 2 November 2025. There is a total of \$11,500 in prize money to be awarded to winners across all the categories at the Regional level.

### **3. Attachments**

1. Waste Statistics
2. Waste 2 Art 2025 - Winners.

### **4. Recommendation**

1. That the Waste and Resource Management Report be received and noted.
2. That Council closes the Nyngan Waste and Resource Facility on Boxing Day.

**Kerbside Waste Collection**

	<b>No of Premises with</b>	<b>Services Provided (Bins)</b>	<b>Tonnes Collected</b>
July 2024	1,039	6,040	103.80
August 2024	1,039	5,144	89.00
September 2024	1,039	5,462	94.40
October 2024	1,039	6,303	97.80
November 2024	1,039	5,537	82.30
December 2024	1,039	6,421	107.00
January 2025	1,039	4,585	69.00
February 2025	1,039	5,269	80.50
March 2025	1,039	5,142	82.10
April 2025	1,039	5,566	84.80
May 2025	1,039	5,092	74.70
June 2025			
Total 2024/25	1,039	60,561	965.40
Total 2023/24	1,039	63,845	1,098.60
Total 2022/23	1,035	46,420	1,042.10
Total 2021/22	1,036	65,737	1085.64
Total 2020/21	1,029	N/A	302.10

**Kerbside Recycling Collection**

	No of Premises with Service	Services Provided (Bins Emptied)	Tonnes Collected	Tonnes Recycled	% Contamination
July 2024	894	1,689	12.80	9.24	27.81
August 2024	894	1,116	10.60	7.04	33.58
September 2024	894	1,202	11.70	8.81	24.67
October 2024	894	843	8.80	6.58	24.33
November 2024	894	1,192	11.50	8.71	24.26
December 2024	894	1,211	11.5	6.28	24.34
January 2025	894	639	5.70	4.35	23.63
February 2025	894	1,164	11.10	8.40	24.70
March 2025	894	1,158	11.30	8.51	24.69
April 2025	894	1,358	13.80	10.43	24.40
May 2025	894	1,234	10.60	7.90	25.40
June 2025					
Total 2024/25	894	12,806	119.40	86.25	25.62
Total 2023/24	894	14,706	142.10	105.22	23.35
Total 2022/23	891	5,812	92.50	71.84	21.99
Total 2021/22	898	7,635	110.10	78.62	21.72
Total 2020/21	896	N/A	117.50	90.92	22.53

Note: Oct 24 and Jan 25 data due to technical issues.



**Nyngan Landfill - Disposal, Recycling and Resource Recovery**

	Mixed Waste (Tonnes)	Recoverable Materials (Tonnes)			Recyclable Materials (Tonnes)		
		Organic	Masonry	Soil	Paper / Cardboard	Metal / eWaste	Other
July 2024	98.55	38.60	9.00	-	3.36	8.70	1.23
August 2024	126.59	46.32	6.00	-	3.60	14.52	0.15
September 2024	425.57	36.04	-	-	4.98	12.96	0.51
October 2024	99.34	31.78	10.00	-	4.98	14.12	2.04
November 2024	111.36	41.42	0.20	-	2.88	8.10	0.10
December 2024	121.96	46.16	-	-	2.40	6.30	2.47
January 2025	113.11	71.07	1.24	-	8.52	13.32	4.08
February 2025	353.48	35.78	1.84	-	6.12	11.76	1.95
March 2025	90.58	53.00	0.62	-	8.28	11.70	3.26
April 2025	62.25	29.67	0.62	-	4.86	11.10	2.44
May 2025	123.39	31.90	-	-	6.06	8.70	1.25
June 2025							
Total 2024/25	1,726.18	461.74	29.52	-	56.04	121.28	19.48
Total 2023/24	1,199.07	566.10	244.56	-	59.40	118.35	9.72
Total 2022/23	1,325.62	617.09	440.40	-	45.46	100.27	13.28
Total 2021/22	2,025.65	601.71	192.74	-	55.02	73.18	14.84
Total 2020/21	1,921.52	680.78	452.54	-	56.28	78.96	34.84

**Vouchers and Actual Resource Recovery**

	Vouchers			Out for Recycling / Recovery				
	No Issued	No Redeemed	Value Redeemed	Cardboard*	Metal / eWaste	Mattresses	Tyres	Other
July 2024		181	\$ 8,888	51.75	-	3.00	3.56	-
August 2024		210	\$ 10,887	48.30	-	-	-	-
September 2024		262	\$ 13,787	44.85	-	-	-	-
October 2024		261	\$ 14,395	51.75	-	-	-	-
November 2024		267	\$ 14,810	41.40	-	-	-	-
December 2024		358	\$ 21,067	43.13	-	-	-	-
January 2025		322	\$ 17,247	37.95	-	-	-	-
February 2025		271	\$ 14,349	44.85	-	-	-	2,348.00
March 2025		237	\$ 12,861	48.30	-	-	-	-
April 2025		254	\$ 13,521	48.30	-	-	-	-
May 2025		227	\$ 12,070	39.68	-	-	-	-
June 2025								
Total 2024/25		2850	153882	500.26	0	3	3.56	2348
Total 2023/24		4,189	\$ 156,847	560.66	53.52	8.80	9.66	2,351.35
Total 2022/23	14,604	2,851	\$ 141,845	369.15	94.76	13.64	9.42	3,300.64
Total 2021/22	14,604	12,710.00	140,590.00	203.55	153.78	17.18	6.16	0.12
Total 2020/21	N/A	4,015	N/A	639.98	185.54	16.68	7.52	-

\* Includes from Works Depot



Overall Winner – 'Bin Chickens' – Abigail McLaughlin



Open 3D Winner – 'The Bogan Express' – Donna Pumpa



Primary 2D Winner – 'Stuff Turtle' – Nyngan Public School Students



Primary 3D Winner – 'The Wood Truck in and of Town' - Nyngan Public School Students



## **14.3 BOGAN SHIRE LOCAL HOUSING STRATEGY 2025-2045**

### **1. Introduction**

The purpose of this report is to seek a resolution from Council to adopt the Bogan Shire Local Housing Strategy (LHS) and advise the NSW Department of Planning, Housing and Infrastructure accordingly.

### **2. Background**

The Bogan Shire Local Housing Strategy (LHS), prepared in accordance with the NSW Local Housing Strategy Guideline and Template produced by the (then) NSW Department of Planning and Environment. The preparation of the LHS was funded by the NSW Government through the NSW Regional Housing Strategic Planning Fund. Council was awarded the funds in early 2024.

The purpose of the LHS is to establish the strategic framework for the provision of housing within the Shire over the next 20 years. It links Council's visions for housing to the various Federal, State, Regional and Local strategic planning documents that apply to the Shire and establishes actions that are required to achieve the visions.

### **3. Discussion**

The key components of the LHS are:

- Community and stakeholder engagement undertaken to identify the community's views on the Shire's housing challenges and opportunities and to set the vision for the Strategy.
- Consideration of Federal, State, Regional and Local strategies and legislation relevant to planning, housing and infrastructure in the Shire, and the relationship of those to the LHS.
- Consideration of the characteristics of the Shire, including its facilities, its geographical context and its history.
- Examination of the recent Australian Census data available for the Shire, as well as data held by the NSW Department of Planning, Housing and Infrastructure (the Department) and other State departments which provides numerical evidence of the way that the Shire's residents live and work.
- An overview of the Shire's demographics and examination of the NSW Government's projections for the Shire's population and household types.
- Consideration of constraints to the development of residential land including infrastructure constraints, natural hazards and biodiversity constraints.



- Consideration of housing demand (both effective and underlying demand), housing affordability and housing supply.
- Analysis of the evidence base to identify housing supply gaps and identification of areas with development capacity.
- Identification of the objectives and priorities for housing in the Shire, including the options for achieving the objectives and the land use planning approaches that are available. Mechanisms to deliver the options are also considered.
- Evaluation of the options, an implementation and delivery plan and a monitoring and review schedule.

Community and stakeholder engagement was undertaken during the preparation of the LHS.

The draft LHS was presented in a detailed report to Council's ordinary meeting held on 27 March 2025 and following Resolution 059/25, the LHS was placed on Public Exhibition for a period of 28 days from 1 April 2025, with written submissions to be received by COB 12 May 2025.

No submissions were received.

The LHS was exhibited on Council's website, with a hard copy of the LHS available for viewing at Council's administration building. An advertisement was placed in the local newspaper at the start of the exhibition period inviting the community to view the LHS and make submissions.

A community drop-in session was available for people to attend on 10 April 2025 from 2pm to 4pm at Council's Development and Environmental Service office. The session was advertised in the local newspaper and on Council's website inviting people to discuss the LHS with Council staff.

There were no attendees at that session.

The recommendations in the LHS will guide future amendments to the LEP and the DCP, as well as other actions to encourage and facilitate residential development when and where it is required.

The LHS makes it clear that no single organisation can resolve the complexity of local housing issues in isolation. However, Council can work in partnership with key stakeholders and agencies to take a lead role in advocacy initiatives and in ensuring that planning controls contribute to good housing outcomes and do not create barriers to the provision of appropriate housing.

The LHS will contribute to informing budget and investment decisions by Council regarding the funding of infrastructure, LEP and DCP updates, as well as providing Council with a strong strategic advantage for competitive grant programs that support increased housing supply and affordability.

The LHS will need to be reviewed periodically to ensure that it is being applied and is on target to achieve the objectives. At the ten-year mark, a full review of the LHS will be required, including re-engagement with the community and stakeholders to ensure that the vision and objectives are still aligned with the goals of the community and that the evidence base and planning contexts are still relevant.

#### **4. Attachments**

Nil

#### **5. Recommendation**

That Council adopt the Bogan Shire Local Housing Strategy and advise the NSW Department of Planning, Housing and Infrastructure accordingly.

**15      PRECIS OF CORRESPONDENCE****15.1      CORRESPONDENCE FROM ROY BUTLER MP, INDEPENDENT MEMBER FOR BARWON**

Correspondence received from Roy Butler MP, regarding the recent report title “Assets, premises and funding of the NSW Rural Fire Service NSW”, tabled by the Public Accounts Committee in NSW Parliament.

**Attachments**

1. Correspondence received from Roy Butler MP

**Recommendation**

For noting by Council.



Cr Glen Neill  
Mayor  
Bogan Shire Council

28<sup>th</sup> May 2025

**RE: Assets, premises, and funding of the NSW Rural Fire Service Report**

Dear Glen,

I would like to take the opportunity to bring to your attention the recent report 'Assets, premises, and funding of the NSW Rural Fire Service NSW', tabled by the Public Accounts Committee in NSW Parliament.

I welcome the findings and recommendations of my colleagues in the Committee, they do look to improve the current situation facing local government. It's also an opportunity that should not be overlooked to coordinate efforts and have a strong common key message from western councils.

The recommendations and suggestions are for costs to be apportioned in a more reasonable way with the NSW Rural Fire Service recognised by the Committee as the most appropriate legal owner of red fleet assets rather than local government. This would then also include the maintenance, repair processes and responsibilities, thus removing financial burden and accounting issues.

Bush fire management, particularly in hazard reduction should continue to be a joint effort to ensure best outcomes and Bush Fire Management Committees I'm pleased to see are recommended as continued asset.

As you know, the process of legislative reviews and legislation changes is not quick, so I would like to ensure we continue to have more regular communications on this issue to increase the level of contact and feedback, shaping amendments together, and bringing this to the relevant Ministers and NSW Government as a whole. I want to strongly convey the need for rural and remote councils to be heard as new legislation is developed to meet their needs.

I look forward to working with you as this progresses. To read the report, head to [Assets, premises and funding of the NSW Rural Fire Service.pdf](#)

Sincerely,

Roy Butler MP  
Independent Member for Barwon

[barwon@parliament.nsw.gov.au](mailto:barwon@parliament.nsw.gov.au)  
 [www.roybutler.com.au](http://www.roybutler.com.au)

**BROKEN HILL OFFICE**  
P 08 8087 3315  
1/142 ARGENT STREET

**COBAR OFFICE**  
P 02 6836 3722  
11 BARTON STREET

**NARRABRI OFFICE**  
P 02 6792 1422  
1/60 MAITLAND STREET

**15.2 CORRESPONDENCE FROM 2WEB**

Correspondence received from 2WEB, regarding request for ongoing sponsorship for the 2025-2026 Financial Year, for the amount of \$7,500 +GST.

General Manager's Note: In the 2024/25 financial year, Council paid \$7,500 +GST for sponsorship with 2WEB.

**Attachments**

1. Correspondence received from 2WEB

**Recommendation**

For Council's Consideration.





Derek Francis  
Bogan Shire General Manager

As a non-profit community radio station, we need your support to continue providing the service, many listeners in your shire rely upon. We are asking your council to sponsor us for the 2025-26 financial year, for \$7,500+GST. This is the same amount as last FY.

This can be invoiced as one lump sum, monthly, or whatever arrangement best suits your needs.

As you're aware, the sponsorship allows for the broadcast of all council announcements on 2WEB, regular interviews with the mayor and/or general manager (CEO). This also includes road closures, emergency announcements, changes in services during holiday periods, etc. Proactive Councils which send us announcements usually receive best value for dollar.

Your support will help 2WEB to continue providing a meaningful service for listeners in far western NSW and southwest QLD.

If you have any questions, please give me a call on (02) 6872 2333. Otherwise, I would appreciate a reply to [dsharp@outbackradio.com.au](mailto:dsharp@outbackradio.com.au).

Sincerely,

David Sharp  
2WEB Operations Manager

**15.3 CORRESPONDENCE FROM NYNGAN COMMUNITY HUB - REQUEST FOR BENCH SEAT**

Correspondence received from Nyngan Community Hub, request for Council to install a bench seat at the front of the Community Hub Office, 100 Pangee Street Nyngan.

Director of Infrastructure Services Note: There are three seats within 50m of 100 Pangee Street. They are adjacent to the newsagent access ramp, between the fountain and the railway line, and outside the IGA supermarket on Pangee Street. A seat consistent with the existing furniture style is estimated to cost \$2,500 installed.

**Attachments**

Nil

**Recommendation**

For Council's Consideration.



**To:** Bogan Shire Council

**Subject:** Request for Bench Seat Installation at Community Hub

Dear Bogan Shire Council,

I am writing to respectfully request the installation of a bench seat at the front of the Community Hub, 100 Pangee St Nyngan.

This addition would provide a much-needed resting spot for community members, particularly our elderly residents, people with disabilities, and families with young children, who often gather or wait in this area.

The Community Hub plays a vital role in supporting the local community, and a bench would enhance both comfort and accessibility for those using the space. It would also encourage more community engagement, allowing people to feel welcome and included while accessing services or waiting for transport.

Thank you for considering this request. Please don't hesitate to reach out if you need further information or a site visit.

Kind Regards

Mrs Deanne Walsh

Community Hub



**15.4 CORRESPONDENCE FROM MRS LYNETTE QUINTON - UNIDENTIFIED CEMETERY PLOTS AT THE NYNGAN CEMETERY**

Correspondence received from Mrs Lynette Quinton, regarding unidentified cemetery plots at The Nyngan Cemetery.

Director of Infrastructure Services Note: Council holds cemetery data in various formats including spreadsheets, databases and Geographic Information Systems.

Resourcing requirements to compile data to locate currently unmarked graves, create grave markers, establish / re-establish cemetery perimeter markers, and prepare a publishable list of names and coordinates are yet to be determined and will be included in the budget review process in 2025/26.

**Attachments**

1. Correspondence from Mrs Lynette Quinton

**Recommendation**

For Council's Consideration.

BOGAN SHIRE COUNCIL	
FILE	R/N
23 APR 2025	
ASSIGNEE	

103 Canonbar Street,  
NYNGAN 2825  
21/4/2025

To the  
General manager  
Bogan Shire Council  
Nyngan

**RE CONCERNS**

**TO THE NUMBER OF UNIDENTIFIED CEMETARY PLOTS AT THE NYNGAN CEMETARY**

As a life time resident of the Nyngan community I have on numerous occasions visited the local cemetery, not only to attend funerals but to check on the grave sites of relatives buried there. Unfortunately, in the older sections of the cemetery such as the Church of England, Roman Catholic, Methodist and Presbyterian, there are many graves that have very little on them to indicate that someone is buried there. This means that it is not uncommon to see that vehicles have been frequently driven through these areas. I was associated with the "Friends of the Cemetery" many years ago, and I know that the bare ground existing now are actual grave plots. Unfortunately some of the markers are buried deep in the earth due to the constant vehicle use.

I am aware it is the families responsibility to initially organize plaques etc. However, many of the older graves no longer have families alive or living in this area to do any sort of maintenance. There are so many graves that are marked only by the original metal marker. Such a shame to see this happening. The other problem is that anyone visiting the cemetery have no way of finding graves of relatives when there is nothing there to identify where they have been buried. I think at one time there were markers on the fence surrounding the cemetery that helped people find a particular grave. Whilst the lawn cemetery usually looks well maintained, I feel that at times the older sections are a let down to the whole area. No doubt, and this is only hear say, this would be a similar problem in the smaller villages such as Hermidale, Girilambone and Coolabah which are located in the Bogan Shire area.

Whilst the Bogan Shire is not responsible for maintaining the actual grave sites at our local cemetery, I would like to ask that council seriously consider applying for a grant that would enable funding for some form of marking, either in the form of a cross and name or just a larger metal marker that is easily read, to be implemented to rectify the problem of the unmarked grave sites. If this could be resolved it may be possible to establish some form of mapping of our cemetery. This would also ensure that Nyngan's historical records are maintained for future generations in a manner that is easy to see and accessible.

Yours Faithfully

Lynette Quinton





**16      MEETING CLOSURE**