



# **Ordinary Meeting of Council**

**8 June 2022**

**UNDER SEPARATE COVER  
ATTACHMENTS**

**QUEANBEYAN-PALERANG REGIONAL COUNCIL  
ORDINARY MEETING OF COUNCIL**

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# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

8 JUNE 2022

ITEM 9.1 REQUEST FROM QUEANBEYAN RESPITE CENTRE FOR  
SUPPORT WITH DEVELOPMENT APPLICATION FEES

ATTACHMENT 1 INITIAL REQUEST FOR SUPPORT WITH DA FEES

## Michael Thompson

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**Subject:** FW: Respite Care for QBN

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**From:** Paul Walshe <\_\_\_\_\_>  
**Sent:** Sunday, 20 March 2022 9:57 AM  
**To:** 'qprc@nsw.gov.au' <[qprc@nsw.gov.au](mailto:qprc@nsw.gov.au)>  
**Cc:** Hugh Percy <\_\_\_\_\_>; Rob Service <\_\_\_\_\_>  
**Subject:** Respite Care for QBN

Mr Phil Hansen  
Acting CEO  
Queanbeyan-Palerang Regional Council  
PO Box 90  
Queanbeyan NSW 2620

Dear Phil

### **Respite Care for QBN Incorporated**

Plans to establish the Respite Care facility in Queanbeyan for younger people are completed and a Development Application has been lodged with Council. The final plans attached to the application have been completed after extensive consultation with Council officers.

As indicated to Council on a number of occasions the population of Queanbeyan and Region is now sufficient to warrant establishment of a purpose built centre based respite service for young people and their families. The demand identified shows the need for a facility with the capacity to provide short- and medium-term respite care for young people and their families. There is currently significant unmet demand from young people who have a disability as well as who have a long-term illness which demands intensive support from their families.

Significant support has been demonstrated for the establishment of a facility to provide care services in Queanbeyan from the community, existing providers, State, Federal and local government as well as private sector specialists.

With funding from the State and Federal Governments and an Agreement with Council for land to build the facility everything is in readiness to proceed upon receipt of an approved Development Application.

Funds though are stretched as contingencies will arise & affect the building costs. Respite Care is a charitable organisation and the only funds available to it are from government grants, donations, fundraising and corporate sponsorship.

To assist with the project, application is made to Council to waive all fees and charges associated with this Development Application.

Waiving the fees and charges will release funds that can be applied to the construction and fit-out of the facility.

Council's early and favourable attention to this application will be appreciated. FYI, I have attached the recently received tax invoice for \$6120.87 from Council for fees and charges to date.

Yours faithfully

Paul Walshe OAM  
Chairman  
Respite Care for QBN Incorporated

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

8 JUNE 2022

ITEM 9.1 REQUEST FROM QUEANBEYAN RESPITE CENTRE FOR  
SUPPORT WITH DEVELOPMENT APPLICATION FEES

ATTACHMENT 2 SECONDARY REQUEST FOR FEE SUPPORT

Mr Phil Hansen  
The Acting General Manager  
Queanbeyan Palerang Regional Council

Received by  
**Queanbeyan Palerang  
Regional Council**

14 APR 2022

Customer Service  
Queanbeyan Office

Dear Sir,

**Respite Care for Queanbeyan Incorporated**

Recently a request was lodged by Respite Care for Queanbeyan Incorporated with Council for the waiving of Development Application Fees in respect of the facility which is to be constructed on Council owned land in Ross Road.

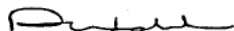
The request has been mistakenly referred to a person referred to as a Governance Specialist who has misconstrued this submission as a request for a grant and advised us that no such grants are available. A concern raised by this officer is about creating a precedent apparently not being aware of the precedent already created by the Council when it not only waived development application fees in respect of the Italian Community Centre in Carinya Street but also contributed over \$10,000 towards the cost of the site assessment for that development.

The Governance Officer has referred this organisation to Clubs' Grants which completely misconstrues the request for waiving of fees.

Bearing in mind the Italian Club precedent and the central issue that the Respite Facility is to be constructed by a charitable organisation on land owned by the Council it is clear that our request is beyond the administrative authority of an employees of the Council and we respectfully request that this request be referred to the elected Council by inclusion on the Agenda for the very next Council Meeting so that our representative can have an opportunity to address and inform the Council about the matter. This has been the protocol on all matters relating to this proposal so far.

Your favourable response with details of the Council meeting and time will be appreciated.

Yours faithfully



Paul Walshe OAM  
Chair  
Respite Care for Queanbeyan Incorporated  
[respitqbn@iinet.net.au](mailto:respitqbn@iinet.net.au)  
14 April 2022

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# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

8 JUNE 2022

ITEM 9.2 QUEANBEYAN SHOWGROUND ABORIGINAL PLACE  
NOMINATION

ATTACHMENT 1 LETTER - QUEANBEYAN SHOWGROUND ABORIGINAL  
PLACE NOMINATION





Your Reference: ECM 816727  
Our Reference: DOC21/96688

Michael Thompson  
Portfolio General Manager  
Natural and Built Character  
Queanbeyan-Palerang Regional Council  
Via Email: [council@qprc.nsw.gov.au](mailto:council@qprc.nsw.gov.au)

### **Queanbeyan Showground Aboriginal Place Nomination**

Dear Mr Thompson

My apologies for the delay in responding to your correspondence of 12 February 2021. I am pleased that Council does not have any fundamental opposition to the declaration of Queanbeyan Showground as an Aboriginal Place under Section 84 of the *National Parks and Wildlife Act 1974* (NPW Act).

While it is true that this proposal is a State Government initiative, at its heart lies a desire by the local Aboriginal community to have their cultural heritage recognised and celebrated; this is something they have requested. For Ngambri LALC this proposal is about reconciliation and healing and is a great opportunity for positive change. Declaring the Queanbeyan Showground as an Aboriginal Place will empower them to share their stories with the greater community.

Heritage NSW will endeavour to ensure that any declared Aboriginal Place does not result in burdensome constraints or restrictions for Council. Our aim would be for the current uses of the showground (for recreational, sporting, and cultural events) to continue unfettered into the future. It is our strong position that places of cultural significance can be best managed and cared for when they have a sympathetic continuing use. In this case, the current use of the showground are largely sympathetic to its Aboriginal cultural values (which are archaeological and intangible). What will be required of Council and showground users is awareness, acknowledgment, and celebration of these values.

In your correspondence you ask for information on what additional permits, approvals, and/or consultation an Aboriginal Place declaration would require of Council. Currently, the showground is already listed on the State Heritage Register (SHR) for its Aboriginal cultural heritage values and is registered as a traditional gathering, ceremony, and burial site on the Aboriginal Heritage Information Management System (AHIMS). Therefore, Council are already required to seek approval under the *Heritage Act 1977* and NPW Act for works that would impact the Aboriginal cultural heritage values of this site. As the Showground is already considered an 'Aboriginal Object' for the purposes of the NPW Act it is subject to the same controls (regarding harm or desecration – Section 86) as that as an Aboriginal Place.

Consequently, declaring the showground as an Aboriginal Place will not result in any additional permits and approvals. However, an Aboriginal Place declaration is far more specific and provides greater management guidance about what activities would harm the values of the site. In this manner, declaration as an Aboriginal Place is a preferable option as it would provide

Level 6, 10 Valentine Ave Parramatta NSW 2150 ■ Locked Bag 5020 Parramatta NSW 2124  
P: 02 9873 8500 ■ E: [heritagemailbox@environment.nsw.gov.au](mailto:heritagemailbox@environment.nsw.gov.au)

greater guidance and clarity to QPRC about how to manage it in line with its values. In terms of consultation, declaration as an Aboriginal Place should not place any additional consultation requirements on Council. Where activities or works are planned that would impact the Aboriginal cultural heritage values of the site, Council would need to consult with Aboriginal stakeholders.

Heritage NSW understands the following management plans will be required for the Queanbeyan Showground in the short to medium term if the item is declared as an Aboriginal Place:

- A Plan of Management (POM) under the *Crown Lands Management Act 2016*. It is our understanding that QPRC is required to update this plan in any case due to the recent changes in Crown Lands legislation. There is also a need to update this POM due to the new Standard Exemptions which came into effect for SHR items in December 2020 (see attached document). These new Standard Exemptions apply to ACH sites, where the previous set did not.
- Aboriginal Place Management Plan under the NPW Act (and *Heritage Act 1977*). This Management Plan would provide clear guidance to Council on how to manage the site in accordance with its Aboriginal cultural heritage values and when approvals would need to be sought. It can be written to include requirements under both the Aboriginal Place declaration and SHR listing as one of the exemptions for the SHR listing provides scope for works and activities outlined in a Management Plan approved by the Heritage Council of NSW. The aim would be for any Aboriginal Place to have the same exemptions as that of the current SHR listing and there would be scope to have additional works and activities exempted, if any can be identified by Council. This Management Plan would need to be endorsed by Ngambri LALC, Council, Heritage NSW, and the Heritage Council of NSW (or its delegate) to come into effect.

Heritage NSW is willing to undertake the production of an Aboriginal Place Management Plan in house as part of the Aboriginal Place declaration process, in full consultation with Council and Ngambri LALC and other Aboriginal stakeholders. This will provide all the relevant information Council will require to update the Crown Lands POM, and Heritage NSW is willing to assist Council in its preparation through assistance from its staff, not additional funding.

If Council are supportive of this proposal, please advise Heritage NSW formally in writing, and I will instruct my officers to commence work on the declaration of Queanbeyan Showground as an Aboriginal Place and Management Plan as a priority.

If you have any questions or would like to arrange a meeting, please contact [REDACTED]

[REDACTED]

Yours sincerely

[REDACTED]

[REDACTED]  
**A/Manager, South  
Regional Heritage Operations  
Heritage NSW  
Department of Premier and Cabinet  
9 September 2021**

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

8 JUNE 2022

ITEM 9.3 ROAD NAMING PROPOSAL - NORTH AND SOUTH POPLARS -  
JERRABOMBERRA

ATTACHMENT 1 ROAD NAME DETAILS

## **STREET NAME PROPOSALS FOR POPLARS DEVELOPMENT – JERRABOMBERRA**

### **Retail Precinct – North Poplars (Theme: Historical landowners)**

#### **GWENDOLINE PLACE**

Amy **GWENDOLINE** Halloran (1889 – 1960)

Amy Gwendoline Halloran was born in 1889, the second child and second daughter of John Joseph Roberts and Frederika Sebright Pettingall. John Joseph Roberts once held a coach business (in partnership) running from Baidwood to Goulburn, Yass to Goulburn etc., but not for long. He was bought out by Rutherford of later Cobb and Co fame.

On 26 March 1920 Amy married Henry Ferdinand Halloran in Manly becoming his second wife. She had worked as his secretary. Her sister Sylvia (Sheila's mother) was her bridesmaid. They travelled to England and Holland together, he to attend a conference in Amsterdam.

Granny, as she became known, ran the household in Bellevue Hill, Sydney throughout their time together and kept it running when Henry was away, which was most weekends. She was a wonderful supporter and encourager of each of the children, including her three step-sons. She kept a good table, as they say.

She was also the licensed driver of the family. Henry had a heart problem and so did not drive. Amy was a proud Anglican and member of the congregation at St Stephen's Bellevue Hill where there is a stained glass window in her honour. She was a supporter of Hammondville which was the settlement out of which developed the huge philanthropic group named Hammondcare.

Amy died 15 January 1960, aged 71, at home after spending time at the Mater Hospital in North Sydney. Last memory of her was in bed in the dining room/bedroom on the ground floor at her daughter Joy's house.

Her connection to Queanbeyan is of course as the wife and supporter of Henry Ferdinand Halloran, the instigator of Environa. Both Henry Street and Ferdinand Place are approved street names existing in the development. The inclusion of Gwendoline Place would add to the area's historical value.

## **Business and Innovation Precinct – South Poplars (Theme: Australian Innovators)**

### **LEXCEN AVENUE**

Ben **LEXCEN** (1936 - 1988)

Benjamin Lexcen AM (born Robert Clyde Miller, 19 March 1936 – 1 May 1988) was an Australian yachtsman and marine architect. He is famous for the winged keel design applied to Australia II which, in 1983, became the first non-American yacht to win the prestigious America's Cup in 132 years.

Born in the small town of Boggabri, New South Wales on 19 March 1936. After his parents, labourer Edward William Miller and Ethel Doreen, née Green abandoned him as a child he stayed briefly at Boys' Town, Engadine, before going to his grandfather at Newcastle.

He left school at age 14 to pursue a locomotive mechanic's apprenticeship but soon found his attention turning to sailboats. At 16, he designed his first sailboat, "The Comet" with his friend William Bennett in Hamilton, NSW, and began to make a name for himself in local competition.

Lexcen did his sail making apprenticeship with Norman Wright in Queensland. His designs were highly innovative. His entry, "Taipan" in the 1960, 18 Footer World Championship started the modern era of the class and he won the World Championship in 1961 with the successor, "Venom".

With friend Craig Whitworth, he founded a boat-building, sail-making and ship-chandlery firm (Miller and Whitworth) and designed boats part-time as well. One of his lasting early successes was the design that became the International Contender.

The name chosen links the 'Australian Inventors/Innovators' road name theme with the theme of development (Innovation Precinct).

### **LIDWILL PLACE**

Mark Cowley **LIDWILL** (1878 - 1969)

Graduated with honours in medicine from Melbourne University (MB 1902, BCh 1903), and as MD in 1905.

Mark C Lidwill Born in Cheltenham, England on 7 April 1878, Lidwill emigrated with his parents to Melbourne, Australia, in 1894 and later graduated with honours in medicine from Melbourne University (MB 1902, BCh 1903), and as MD in 1905. He died on 4 July 1969 (aged 91).

Lidwill discovered that by using electricity he could stimulate muscles. He then went on to discover he could use electricity to set the pace of a sick heart. In 1926 Lidwill was working at the Crown Street Women's Hospital in Sydney where he resuscitated a newborn baby with an electrical device. Lidwill's method was to put a needle into the heart to administer 16-volt impulses via the apparatus he had invented. Lidwill's experiments with electricity lead to the invention of the cardiac pacemaker.

Lidwill's knowledge and expertise extended not only to his invention of the cardiac pacemaker but to the design and manufacture in 1910 of his mechanical-anaesthesia apparatus, the "Lidwill Inter-tracheal Anaesthetic Machine", which remained in use in operating theatres in hospitals throughout Australia for more than 30 years. Lidwill's invention, the cardiac pacemaker, has saved innumerable human lives and has been listed by Australian Geographic amongst the top ten Australian inventions that changed the world.

The Victor Chang Cardiac Research Institute named one of five laboratories of their Molecular Cardiology and Biophysics Division as the Mark Cowley Lidwill Cardiac Electrophysiology Laboratory.



## NICHOLAS COURT

George Richard **NICHOLAS** (1884-1960),

George Richard Nicholas CBE, pharmacist and philanthropist, grew up in South Australia and Victoria. After qualifying in 1912 he opened a pharmacy in Windsor. When World War I cut off German supplies of acetylsalicylic acid (aspirin), he set out with no instructions and primitive equipment to make some.

With freelance entrepreneur Henry Woolf Shmith, he succeeded in producing a batch of pure aspirin. In late 1915, after bureaucratic delays, the pair were licenced to make and sell the drug in Australia. In 1917 they registered the name Aspro.

Swapping Shmith for his brother Alfred as his business partner, through the 1920s George expanded his local business and made incursions into overseas markets. Aspro Ltd, an English company established by Alfred, became a public company in 1935. As their wealth increased, the brothers endowed hospitals, colleges and diverse charities. In the 1930s George bought a large stand of mountain ash in Victoria to provide work for unemployed youths.

By 1937, they were estimated to have given away more than half a million pounds. Meanwhile, George built up a magnificent garden at Mount Macedon and became a mainstay of the Victoria Racing Club. He was the company's managing director from 1937 until his retirement in 1947, during which period it broadened its products to pharmaceuticals, vitamins and veterinary products. He lived to see the opening of a new large plant at Chadstone in 1957.

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

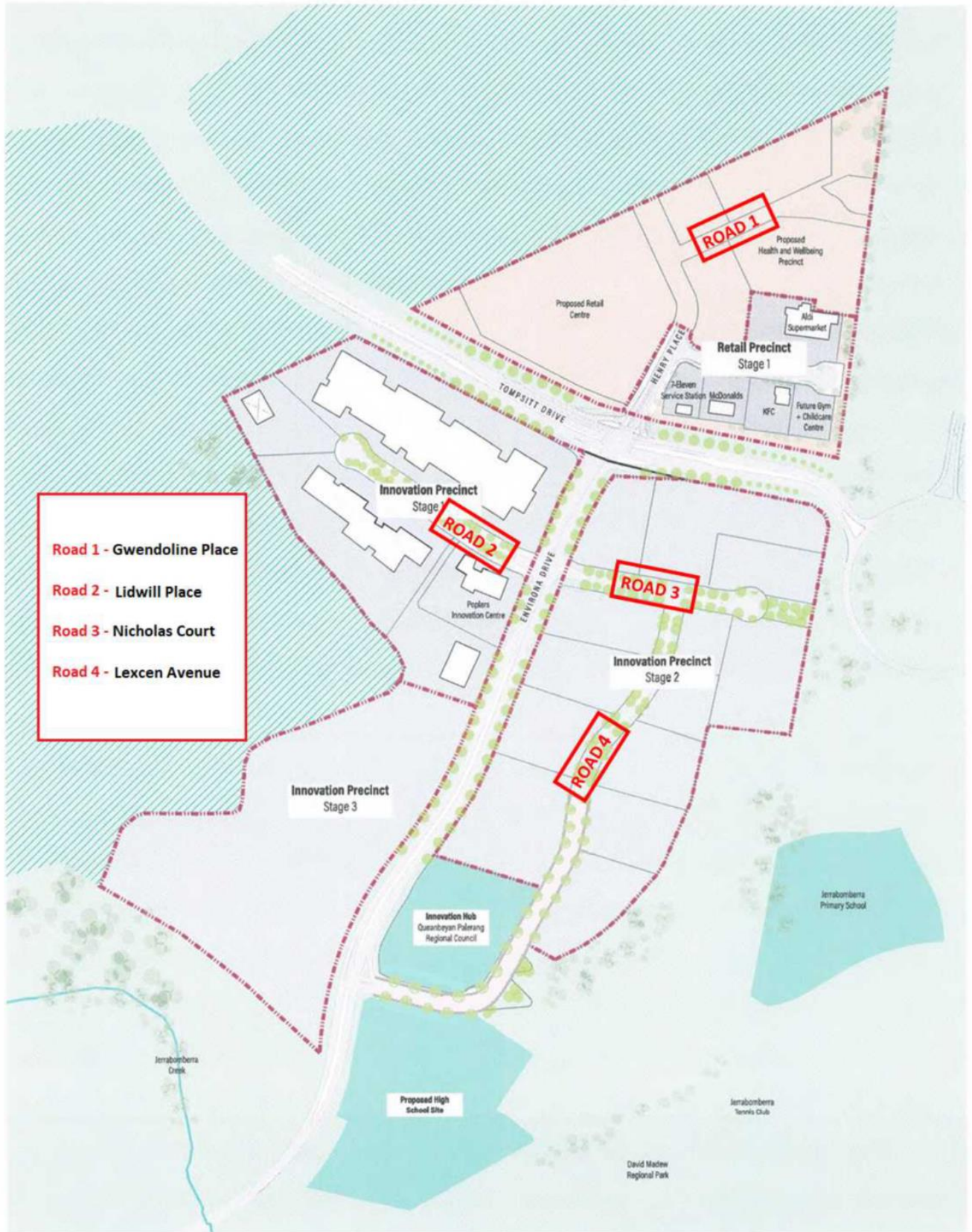
## Council Meeting Attachment

8 JUNE 2022

ITEM 9.3 ROAD NAMING PROPOSAL - NORTH AND SOUTH POPLARS -  
JERRABOMBERRA

ATTACHMENT 2 ROAD NAME LOCATIONS - NORTH AND SOUTH POPLARS





# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

8 JUNE 2022

ITEM 9.5 RECONNECTING REGIONAL NSW - COMMUNITY EVENTS  
PROGRAM

ATTACHMENT 1 LETTER TO QPRC FROM NSW DEPUTY PREMIER



The Hon. Paul Toole MP  
Deputy Premier  
Minister for Regional New South Wales  
Minister for Police

OFFICIAL

ref: RVF21/4357

Clr Kenrick Winchester  
Mayor  
Queanbeyan-Palerang Regional Council  
PO Box 90  
QUEANBEYAN NSW 2620  
CC: Mr Peter Tegart, General Manager  
E: [council@qprc.nsw.gov.au](mailto:council@qprc.nsw.gov.au)

Dear Councillor Winchester

**Reconnecting Regional NSW – Community Events Program**

The NSW Government recently unveiled a \$200 million Regional Recovery Package that will create new jobs and support community events, shows and festivals to boost tourism across the state.

As part of this package, I am pleased to announce the NSW Government's Reconnecting Regional NSW – Community Events Program. This \$25 million commitment will promote economic and social recovery across all regional NSW local government areas.

This will be achieved by supporting regional NSW councils, the Lord Howe Island Board and Regional Development Far West to deliver COVID-Safe community events and festivals that are open for the entire community to attend, providing immediate positive outcomes for regional communities.

A dedicated allocation of **\$362,050** is available to the Queanbeyan-Palerang Regional Council to apply for funding towards these events. We encourage you to engage with the local community and employ local external event coordinators and businesses to support local recovery.

**How to apply**

- Applications for Reconnecting Regional NSW – Community Events Program grants will open 7 April 2022 and will close on the 24 June 2022.
- Events must be held by 31 March 2023.
- Please visit <https://rqf.smartgrants.com.au/CEP> to make an application.
- Once your completed application is submitted, assessment and approval will be within 20 business days. A funding deed will be issued shortly after, followed by an 80% upfront payment. The remaining 20% will be paid upon completion of the project and acceptance of your submitted completion report.

**Assistance to prepare applications**

You are encouraged to work with your local Department of Regional NSW representative Liz Dixon on your application. Ms Dixon can be contacted on [liz.dixon@regional.nsw.gov.au](mailto:liz.dixon@regional.nsw.gov.au) or 0429 314 229.

For any further information on the program please visit [www.nsw.gov.au/CommunityEvents](http://www.nsw.gov.au/CommunityEvents).

Thank you for your ongoing collaboration and I look forward to seeing your community's events go live.

Yours sincerely

A handwritten signature in black ink that reads 'Paul Toole'.

The Hon. Paul Toole MP  
Deputy Premier  
Minister for Regional New South Wales  
Minister for Police

OFFICIAL

GPO Box 5341 Sydney NSW 2001 ■ P: (02) 8574 7000 ■ W: [nsw.gov.au/deputypremier](http://nsw.gov.au/deputypremier)

Document Set ID: 1592160  
Version: 1, Version Date: 08/04/2022

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

8 JUNE 2022

ITEM 9.5 RECONNECTING REGIONAL NSW - COMMUNITY EVENTS  
PROGRAM

ATTACHMENT 2 PROGRAM GUIDELINES REGIONAL EVENTS FUND

Department of Regional NSW

[nsw.gov.au/CommunityEvents](https://nsw.gov.au/CommunityEvents)

# Reconnecting Regional NSW Community Events Program

Program Guidelines





Images supplied by Destination NSW.  
 Cover image: Flavours of Mudgee, Mudgee

## Contents

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## Message from the Deputy Premier



I am proud to see that Regional NSW is stronger than ever after facing many unpredictable challenges over the past few years. Our regions have endured drought, bushfires, floods and the COVID-19 pandemic, but we know they will come out the other side stronger and more resilient.

The NSW Government is committed to ensuring the recovery of Regional NSW remains on track. That is why, as part of the \$200 million Regional Recovery Package, \$25 million has been allocated to the Reconnecting Regional NSW - Community Events Program.

Regional NSW boasts a diverse range of events throughout the year, from markets to live music gigs, food festivals and field days. These events provide an important economic boost for local economies and an opportunity for communities to reconnect.

The Community Events Program will support local councils to deliver events, boost tourism and create jobs in the process. These events bring regional communities and families together and make a real difference for the regions.

I look forward to seeing regional communities celebrating and enjoying a wide range of events that reflect the charm and vibrancy of regional NSW.



**The Hon. Paul Toole, MP**

Deputy Premier  
Minister for Regional NSW  
Minister for Police

## Program overview

The NSW Government announced the \$200 million recovery package for regional NSW that will create new jobs and support community events, shows and festivals to boost tourism and help young people reclaim the best years of their lives.

This package includes the \$25 million Reconnecting Regional NSW - Community Events Program. This Program will promote economic and social recovery across all 93 regional NSW Local Government Areas (LGAs), Lord Howe Island and the Unincorporated Far West. The program will assist communities and businesses to recover from the impacts of COVID-19 restrictions and border closures, and cumulative natural disasters.

### The program will:

1. facilitate economic recovery in regional NSW by stimulating activity in the events, hospitality, and accommodation sectors, all of which have been heavily impacted by COVID-19 restrictions, providing opportunities for an immediate revenue boost
2. reconnect communities by facilitating the delivery of events that promote greater social cohesion, bringing people together to create improved social outcomes.

This will be achieved by supporting regional NSW councils, the Lord Howe Island Board and Regional Development Australia Far West to deliver community events and festivals that are open for the entire community to attend, providing immediate, positive economic and social outcomes for regional communities.

The Reconnecting Regional NSW - Community Events Program is administered by the Department of Regional NSW.



## Program objectives

The Reconnecting Regional NSW – Community Events Program will promote the social and economic recovery of regional communities, by renewing social connections and providing a revenue boost to local businesses, following the extended COVID-19 restrictions across regional NSW and impacts of border closures.

## Key dates

**Applications open:**  
Thursday 7 April 2022

**Applications close:**  
5pm AEST on Friday 24 June 2022

**Assessment:**  
Assessment/approval will be within 20 working days of the application being submitted.

**Funding agreements contracted:**  
Contracting will commence and payment released following project approval.

**Projects completed:**  
By Friday 31 March 2023

**Program evaluation:**  
To commence in April 2023

In extenuating circumstances, late applications may be accepted at the sole discretion of the Department of Regional NSW.





Griffith Spring Fest, Griffith

## Program funding

A total of \$25 million is available under the Reconnecting Regional NSW – Community Events Program to be allocated to regional NSW LGAs, Lord Howe Island and Unincorporated Far West.

Each eligible applicant will be notified in writing of the funding available for their LGA.

Eligible applicants will receive an allocation based on their population. Eligible cross-border LGAs will receive an additional weighted allocation due to the impacts of COVID-19 border closures.

Funding is provided to eligible applicants to deliver eligible community events and festivals to be held by 31 March 2023.



Girrakool Blues Festival and BBQ, Kariong



Lost Lanes, Wagga Wagga

### GRANT AMOUNTS

Eligible applicants will have the flexibility of allocating their funding to any number of events or festivals within their funding allocation. A single application is required to receive the grant amount.

Funding will be available from 7 April 2022 and be paid across two milestones. Assessment/approval will be within 20 working days of the completed application being submitted.

Contracting will commence following project approval. All required documentation needs to be complete and submitted before payment will be released. Completion reports will be required within 30 days of the final event being completed.

Costs will be eligible from the opening date of the fund. This will allow applicants to be able to appoint an event coordinator to start planning for their events.

Funding outlined in the funding agreement is exclusive of GST (where council is the applicant).

### CO-CONTRIBUTIONS

Eligible applicants are strongly encouraged to make a financial co-contribution to their projects however this is not a mandatory eligibility requirement. Funding from this program cannot be used as co-contribution towards other grant funds already secured.

Project delivery or viability should not be dependent on co-contributions that have not been secured.

## Eligibility criteria

Projects submitted under the Reconnecting Regional NSW – Community Events Program will need to meet the program eligibility and assessment criteria to receive funding. All applications will be assessed for eligibility and against the assessment criteria. Only eligible applications will be considered for funding.

### ELIGIBLE APPLICANTS

Eligible applicants must be local councils located in regional NSW, excluding Metropolitan Sydney, Newcastle, Wollongong, Blue Mountains and Wollondilly (see Appendix A). Lord Howe Island Board and Regional Development Australia Far West are eligible applicants. Joint Organisations of Council are not eligible to apply.

Eligible applicants are encouraged to work with local community and business groups to identify priority events. Eligible applicants are encouraged to consider project partnerships, however, only eligible applicants can submit applications.

### PROJECT LOCATION

Projects must deliver all events within their eligible regional NSW LGA (see Appendix A).

Events held on the border of NSW and other states or territories must be physically located in regional NSW.

Events must have the landowner's consent if required.

### ELIGIBLE PROJECTS

Grants will be provided to eligible councils, the Lord Howe Island Board or Regional Development Australia Far West to deliver eligible community events or festivals that will provide immediate positive economic and social benefits to regional NSW.

#### Events must:

- ✓ be open to all members of the public
- ✓ free to attend or a very small fee to cover any extra costs
- ✓ have a primary purpose of reconnecting communities and improving social cohesion of the local community
- ✓ be planned and delivered using the COVID-19 NSW Public Health Orders current at that time and have a COVID-19 Safety Plan in place for all events (the development of these plans is an eligible expense)
- ✓ be held before 31 March 2023.

All events are encouraged to be accessible and inclusive, aligning to the applicant's Disability Inclusion Action Plan and Community Strategic Plan.

#### Examples of eligible events

Each applicant can apply for any number of events within the one application. Activities eligible for funding through the Reconnecting Regional NSW – Community Events Program include existing or new:

- community markets and bazaars
- festivals and fairs
- sporting events
- food and leisure events
- recovery events
- community classes and workshops
- agricultural field days (run by community organisations)
- regional racing carnivals (e.g. horse or greyhound racing) run by community organisations
- touring events and theatre programs
- community public holiday celebrations (e.g. Australia Day or Anzac Day).

For existing events, applicants are encouraged to use this funding to make the events larger or more accessible.

### INELIGIBLE PROJECTS

#### Events must not:

- ✗ have a primary purpose of fundraising
- ✗ have a primary purpose of financial gain for an eligible applicant or a sole stakeholder (events may have commercial activities as a part of the program for example, stalls at a market, food trucks at a festival)
- ✗ promote or be for political purposes.

#### Examples of ineligible events

Ineligible events under the Reconnecting Regional NSW – Community Events Program include:

- events with the primary focus on fundraising and charity events
- running grant programs
- business events and conferences
- events where membership is required to attend (for example, club gatherings including RSLs, Rotary, pony and golf clubs)
- country and agriculture shows
- grassroots sporting games (for example, home/away games, local tournaments)
- events with religious or cultural ceremony or celebration as the principal focus (for example, Diwali, Easter, Eid or Christmas celebrations)
- events/festivals already funded by the NSW Government
- Australian or State/Territory government owned and/or operated events.

### What are ineligible project costs?

#### Ineligible project costs include:

- costs related to buying or upgrading fixed infrastructure or equipment unless it is a small component of the event cost
- financing, including debt financing, or insurance
- rental/venue hire costs not directly associated with the proposed activities
- costs relating to depreciation of plant and equipment beyond the life of the project
- awards, gifts or prizes
- non-project related staff training and development costs
- marketing costs for the events exceeding \$10,000
- operational expenditure, including but not limited to regular repairs and maintenance, for both eligible applicant or any community organisations
- ongoing/recurrent funding that is required beyond the stated timeframe of the project
- funding for ongoing staff or operational costs beyond the scope and timeframe of the funded project
- retrospective costs to cover any event or component that is already complete before the opening date of the program
- accommodation and transport costs related to event management fees.

📍 Moree on a Plate Festival, Moree



Community Events Program

## Assessment criteria

All applications will be required to meet the eligibility criteria and the following assessment criteria to receive funding, including:

### 1. Positive social outcomes in local community

Applications must demonstrate that the proposed activities will rebuild local community cohesion and deliver positive social outcomes.

### 2. Local business support

Applications must demonstrate how the proposed activities will support local business. Applicants are strongly encouraged to engage external event coordinators and local businesses to run and deliver the events.

Applications will be assessed as a 'Yes/No' against the assessment criteria.

Griffith Spring Fest, Griffith



## How to apply

Eligible applicants can apply through SmartyGrants at <https://rgf.smartygrants.com.au/CEP>:

- only one application is allowed per eligible applicant. Applicants are to specify how their entire allocation will be spent in one application
- multiple events may be included in the one application
- applicants are asked to submit the online form as soon as possible
- applications close at 5pm, on Friday 24 June 2022
- costs will be eligible from the opening date of the program. This will allow applicants to be able to appoint an event coordinator to start planning their events
- funded events are to be completed by Friday 31 March 2023
- the application form is also the funding agreement.

### What needs to be included in an application?

Information required in the application includes:

- basic organisation details including \$20 million Public Liability Insurance certificate for the event organiser
- proposed event(s) and project costs
- response to assessment criteria
- an invoice for 80 percent of the amount outlined in the funding allocation letter (excluding GST council applications).



## Assessment process

### Applications will be reviewed by Department staff to ensure:

- the applicant is an eligible entity
- all required documentation is complete and submitted
- proposed projects align with the program objectives and assessment criteria.

The Department of Regional NSW at its sole discretion, can take other factors into account that may make an application ineligible for funding such as any person or event activity that could cause reputational or other risk to the NSW Government.

### Moree on a Plate Festival, Moree



### What happens if the application is successful?

Eligible applicants will need to enter into a simple legally binding funding agreement with the Department of Regional NSW to receive funding.

### Important information applicants should note:

- there is no commitment to funding until both parties execute the funding agreement
- funding will be paid upon signing of a funding agreement by both parties
- costs will be eligible from the opening date of the program
- the applicant is responsible for any costs not met by the funding
- all funded events will acknowledge financial support for projects as per the NSW Government Funding Acknowledgement Guidelines available at [nsw.gov.au/branding/sponsorship-and-funding-acknowledgment-guidelines/funding-acknowledgment-guidelines](https://nsw.gov.au/branding/sponsorship-and-funding-acknowledgment-guidelines/funding-acknowledgment-guidelines). Evidence of acknowledgement will be required in order for projects to be closed

- the applicant will comply with any requests from the Department for reporting on projects
- at the completion of the event(s), applicants will be asked to provide a summary of the activities that were funded, data relating to the outcomes achieved through the event(s), and evidence of expenditure and an invoice for the remainder of the grant, via the SmartyGrants portal within 30 days
- applicants will be required to participate in evaluation activities conducted by the Department and/or third-party evaluators contracted by the Department
- unspent funds will need to be repaid to the Department before the project can be closed.



Orange F.O.O.D. Week, Orange



Great Australian Beer Festival, Albury

### AVAILABLE SUPPORT

For help preparing applications, information and resources are available from [nsw.gov.au/CommunityEvents](https://nsw.gov.au/CommunityEvents).

Staff from the Department will be available to work with applicants to identify projects that will benefit the community. The Department can assist applicants to develop strong applications. Please contact [regionalsnw.business@regional.nsw.gov.au](mailto:regionalsnw.business@regional.nsw.gov.au) or call 1300 679 673 for a referral.

### COMPLAINTS

Any concerns about the program or individual applications should be submitted in writing to [regionalnsw.business@regional.nsw.gov.au](mailto:regionalnsw.business@regional.nsw.gov.au).

If applicants do not agree with the way the Department of Regional NSW handled the issue, they may wish to contact the NSW Ombudsman via [ombo.nsw.gov.au](http://ombo.nsw.gov.au).

### ETHICAL CONDUCT

Applicants must not participate in any anti-competitive conduct. It is a condition of the grant program application process that no gifts, benefits or hospitality are to be given to any Department of Regional NSW employee at any time. Any inducement in contravention of this condition may result in an applicant's proposal not being considered.

### CONFLICTS OF INTEREST

A conflict-of-interest declaration must be submitted with each proposal or included in the application form. Where a conflict of interest detrimental to the assessment process has been identified, mitigation measures must be put in place, or a program person may be asked not to participate in the grant application, assessment or delivery component of the process.

### CONFIDENTIALITY

Any information identified by the applicant as being confidential and agreed to be deemed as commercial in confidence will only be shared within Department of Regional NSW government employees and contractors, the Minister's office, and appropriate bodies for the purposes of assessment and funding agreement management, review

and endorsement or when responding to information requests required by law.

Upon entering into an agreement, details about the agreement may be made publicly available (subject to the redaction of information which Department of Regional NSW deems to be commercial in confidence).

The applicant agrees not to disclose any confidential information pertaining to the grant program application or funding agreement without prior written consent.

### IMPORTANT TERMS AND CONDITIONS

#### Applicants should note:

- the NSW Government may choose to publicly announce funding for individual applications. It may also use information provided in the grant to develop case studies
- all awarded grants will be GST exclusive for councils. Grants are assessable income for taxation purposes, unless exempted by taxation law. It is recommended applicants seek independent professional advice about taxation obligations or seek assistance from the Australian Taxation Office. The NSW Government does not provide advice on individual taxation circumstances
- the Department of Regional NSW reserves the right to undertake an audit of grant funding within seven years.

### GOVERNMENT INFORMATION (PUBLIC ACCESS) ACT

Applicants should be aware that information submitted in applications and all related correspondence, attachments and other documents may be made publicly available under the Government Information (Public Access) Act 2009 (NSW). Information that is deemed to be commercially sensitive will be withheld.

The Government Information (Public Access) Act 2009 (NSW) makes government information accessible to the public by:

- requiring government agencies to make certain sorts of information freely available
- encouraging government agencies to release as much other information as possible
- giving the public an enforceable right to make access applications for government information
- restricting access to information only when there is an overriding public interest against disclosure.

## Appendix A – Eligible Councils/entities

Albury City Council*	Goulburn Mulwaree Council*
Armidale Regional Council	Greater Hume Shire Council*
Ballina Shire Council*	Griffith City Council
Balranald Shire Council*	Gunnedah Shire Council
Bathurst Regional Council	Gwydir Shire Council*
Bega Valley Shire Council*	Hay Shire Council
Bellingen Shire Council	Hilltops Council
Berrigan Shire Council*	Inverell Shire Council*
Bland Shire Council	Junee Shire Council
Blayney Shire Council	Kempsey Shire Council
Bogan Shire Council	Kiama Municipal Council
Bourke Shire Council*	Kyogle Council*
Brewarrina Shire Council*	Lachlan Shire Council
Broken Hill City Council*	Lake Macquarie City Council
Byron Shire Council*	Leeton Shire Council
Cabonne Council	Lismore City Council*
Carrathool Shire Council	Lithgow Council, City of
Central Coast Council	Liverpool Plains Shire Council
Central Darling Shire Council	Lockhart Shire Council
Cessnock City Council	Lord Howe Island Board
Clarence Valley Council	Maitland City Council
Cobar Shire Council	Mid-Coast Council
Coffs Harbour City Council	Mid-Western Regional Council
Coolamon Shire Council	Moree Plains Shire Council*
Coonamble Shire Council	Murray River Council*
Cootamundra-Gundagai Regional Council	Murrumbidgee Council
Cowra Shire Council	Muswellbrook Shire Council
Dubbo Regional Council	Nambucca Valley Council
Dungog Shire Council	Narrabri Shire Council
Edward River Council*	Narrandera Shire Council
Eurobodalla Shire Council	Narromine Shire Council
Federation Council*	Oberon Council
Forbes Shire Council	Orange City Council
Gilgandra Shire Council	Parkes Shire Council
Glen Innes Severn Council*	Port Macquarie-Hastings Council
	Port Stephens Council

\*Cross-border communities are defined by the Office of the Cross-Border Commissioner.

Reconnecting Regional NSW
Program Guidelines
19

📍 KISS Art Festivals, Kiama

Community Events Program

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📍 Southern Highlands Food and Wine Festival, Bowral



## Contact

P 1300 679 673

E [regionalnsw.business@regional.nsw.gov.au](mailto:regionalnsw.business@regional.nsw.gov.au)

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# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**8 JUNE 2022**

ITEM 9.5 RECONNECTING REGIONAL NSW - COMMUNITY EVENTS  
PROGRAM

ATTACHMENT 3 RECOMMENDED EVENTS TO PROCEED TO RECONNECTING  
REGIONAL NSW COMMUNITY EVENTS PROGRAM  
APPLICATION EVALUATION



## Proposed Events List – Reconnecting Regional NSW Community Events Program

Event No.	Event Manager	Event Name	Event Description	\$ requested
1 - EOI	Lez Platt	Family Fun Day	Family Fun Day at Captains Flat to bring the community together. Licensed event. Will include community markets/stalls, food vans, children's entertainment, obstacle courses, yabby races, live music, prize money. Event will include Captains Flat RSL and Citizens having a licensed tent, and a Men's Shed Stall selling food and drinks.	\$15,100
2 - EOI	Dr Georgia Pike-Rowney	Heritage Community Singing – A participatory regional tour	Series of participatory community events held across the LGA, including Queanbeyan, Captains Flat, Burra, Braidwood, Bungendore, Carwoola, Araluen & Nerriga. Facilitated by Dr Pike-Rowney and exploring community singing in interwar Australia (1918 – 1939). Tour will include aged care facilities. Community members will be encouraged to sing along with Dr Pike, accompanied by musician Dr Susan West on piano.	\$18,300
3 - EOI	Create, Collaborate, Collective Inc. (The Hive, Queanbeyan)	Festival of Bees	Three-day bees-focused event. Market stalls, workshops, talks and activities, food stalls, a licensed bar and music performances, and community fancy dress. Art exhibition with a bee-related theme and an outdoors kinetic bee sculpture that is powered by bicycle. Activities will include: the art of beekeeping; making bees wax products, planting for bee-friendly gardens; biodiversity; kid's crafts and face painting and music workshops.	\$10,000
4 - EOI	Sharon Baxter-Judge	Meet & Make Expo 2022	Community-based event at Bungendore Showground showcasing a variety of makers, artists, artisans, groups, organisations and general creative-types who reside in our LGA. Individuals and groups will be welcome to apply to participate. Will include kid's entertainment and jumping castle. Stalls are provided free to makers, through an EOI process.	\$13,650
5 - EOI	Chloe Pailthorpe in conjunction with Phil's Emporium	Morning Tea for the Jubilee	Bungendore event to celebrate Queen's Jubilee. Community gathering with a commemorative cake and free morning tea (scones, slice and tea), with free giveaways and souvenirs (commemorative cookies and jubilee flags). Will be held outside if weather is fine, or in a hired marquee if weather is poor.	\$2,250

6 - EOI	Braidwood Community Association Inc.	Braidwood Seniors Celebrations	A series of five to six monthly social events for senior residents of Braidwood district, with a focus on relaxed enjoyment and social interaction. Will include morning and afternoon teas, lunches and short bus trips. Bus transport will be provided for some out-of-town events e.g. Nerriga and Majors Creek. At least one event will provide entertainment by local musicians Trent Arkley-Smith and Rachel Johnson. Some events may include Tai Chi, card games and trivia sessions.	\$6,000
7 - EOI	Bungendore and District Automotive Club Inc.	Bungendore & District Car & Bike Show	A family-friendly free admission car and bike show in Bungendore which invited car and bike owners to enter their vehicles for display and prizes. Will include family entertainment and food and beverage stalls.	\$16,500
8 - EOI	Bungendore and District Automotive Club Inc.	Braidwood Australia Day Car and Bike Show	Free entry car and bike show in Ryrie Park, Braidwood that invites car and bike owners to enter their vehicle for display and prizes. Will include family entertainment.	\$10,500
9 - EOI	Braidwood Quilters and Textiles Inc.	Braidwood Airing of the Quilts	Two-day event at National Theatre Braidwood with a competition of quilts with up to seven categories. Quilts will be hung and displayed from verandas of prominent buildings in Wallace Street.	\$1,900
10 - EOI	Create, Collaborate, Collective Inc.	Hive Mind Shift – Transformational Design	An immersive art exhibition, spanning three weekends, exploring perceptions on life, and history and heritage. Will include live music, roaming performers, local food and drink stalls, projection mapping of digital art on the Hive building, and opportunities to meet the artists, plus workshops.	\$5,000
11 - EOI	Burra Community Association	Aboriginal Burra	Half-day community gathering to celebrate and gain knowledge of the Burra Valley's Aboriginal history. Will include a Welcome to Country and Smoking Ceremony, Aboriginal presenters explaining the area's Aboriginal history and culture, children's engagement, a guided walk, a lunch which possibly includes Aboriginal traditional ingredient, and a presentation and discussion on the Uluru Statement.	\$3,000
12 - EOI	Burra Community Association	Free Monthly Sausage Sizzles	Ten free monthly sausage sizzles at Burra Hall provided by volunteers, held between 10 June 2022 to 10 March 2023.	\$1,200
13 - EOI	Burra Community Association	Burra Bush Dance	Family event in August 2022 at the Burra Hall, with five-piece band plus a dance caller from the Monaro Folk Music Society.	\$1,340

14 - EOI	Burra Community Association	Burra Car Boot Sale	Car boot sale at Burra Park and Hall. Will include music from a local band and free BBQ.	\$1,400
15 - EOI	Jerrabomberra Residents Association	Carols@Jerra 2022	Bring the Jerrabomberra community together at David Madew Oval during the festive season. The proposal is for Western Winds, a 40-piece concert band to play Christmas Carols with a local lead vocalist from a community group, with performances also from the Jerrabomberra Primary School Choir and the Jerrabomberra-based Bom Funk Dance Group. The local scout group will do a BBQ. Local food vans will also be available.	\$9,800
			<b>SUBTOTAL EOIs – all EOI events deemed eligible under the program</b>	<b>\$115,940</b>
16	QPRC managed event	Australia Day Events	Australia Day Events - Queanbeyan and Captains Flat – entertainment costs - \$5,000 for Queanbeyan, \$15,000 for Captains Flat.	\$20,000
17	QPRC managed event	Drive In/Outdoor Movie Event	Queanbeyan, Bungendore, Braidwood, Captains Flat, Majors Creek and Nerriga .	\$42,110
18	QPRC managed event	Music by the River, Queanbeyan	Contribution to entertainment costs for this popular annual event.	\$5,000
19	QPRC managed event	Queanbeyan Multicultural Festival	Costs for fringe stage and sound for this popular annual event	\$15,000
20	QPRC managed event	Christmas in July, Queanbeyan	Costs for main stage and entertainment for this popular annual event.	\$10,000
21	QPRC managed event	Bungendore Multicultural Festival	New event which the elected Council has requested. Funds to be used towards performers, costs for stage, sound and toilets, security, power and contribution to venue hire costs.	\$20,000
22	QPRC managed event	Series of Morning Melodies Performances	Series of morning melodies performances with light lunch for seniors. Bi-monthly programs at around \$5,000 each for six shows. For small additional amount could also be shown in Braidwood. Costs are for performance, technical and lunch for six shows.	\$30,000
23	QPRC managed event	Museum Community Event for Heritage Festival	Event costs.	\$10,000
24	QPRC managed event	Reconciliation Week Walk, Queanbeyan	Contribution to event costs.	\$5,000

25	QPRC managed event	Satellite Events around Sunshine Supergirl at the Q Theatre	Engage with local Indigenous arts and sporting community before and during the 2-5 Nov 2022 run. Possible youth tennis competition, plus activation of exhibition space for Indigenous Art Exhibition, plus welcome to country and cultural activities	\$20,000
26	QPRC managed event	Goldilocks and the Three Bears Event	QPRC tour of Goldilocks and the Three Bears in January School Holidays and possible school shows in 2023.	\$15,000
27	QPRC managed event	Braidwood Health Walking Group	Braidwood Health Walking Group – to get established and support group. To get Seniors moving around and to connect socially. Funds for advertising/promotion etc.	\$4,000
28	QPRC managed event	QPRC Arts Trail	Includes hire of an event coordinator.	\$30,000
29	QPRC managed event	Harry Potter Festival	Inflatable escape room and other activities.	\$5,000
30	QPRC managed event	NAIDOC Week activities	NAIDOC Week activities across the LGA.	\$5,000
31	QPRC managed event	Main Street Christmas Events – Bungendore & Braidwood	The event will spread Christmas cheer in Bungendore and Braidwood, promote social cohesion and encourage shopping local in the lead-up to Christmas. The events will provide family friendly activities including a Santa to meet and greet, live music, community group fundraising and on-street trading by main street hospitality and retail businesses. The events will be open to the whole community and free to attend.	\$10,000
			<b>SUBTOTAL – QPRC MANAGED EVENTS</b>	<b>\$246,110</b>

EOIs = \$115,940 + Recommended QPRC managed projects = \$246,110 = total of \$362,050, as per the QPRC allocation.

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

8 JUNE 2022

ITEM 9.6 QPRC COMMUNITY STRATEGIC PLAN

ATTACHMENT 1 QUEANBEYAN-PALERANG COMMUNITY STRATEGIC PLAN  
2042

# Queanbeyan-Palerang

## Community Strategic Plan 2042



## Queanbeyan-Palerang Regional Council

### Acknowledgement of country

We would like to acknowledge the traditional custodians of the Queanbeyan-Palerang region and pay our respects to elders past, present and emerging. We acknowledge the stories, traditions and living cultures of our First Nations peoples on this land and commit to building a brighter future together.

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### Contact Us

Please contact Council with any enquiries regarding the Queanbeyan-Palerang Community Strategic Plan 2042:

**p** 1300 735 025

**e** [council@qprc.nsw.gov.au](mailto:council@qprc.nsw.gov.au)

# Message from the Mayor

Queanbeyan-Palerang Regional Council is proud to present our next Community Strategic Plan (CSP) – Towards 2042 following the election of our new Council in December 2021. The CSP draws on fresh engagement and outlines our community's vision for the future across the areas of community, economy, environment, infrastructure and civic leadership as required by the Integrated Planning and Reporting Framework.

Our previous CSP 2018-2028 provided a solid basis for this refreshed plan which maintains the key strategic pillars of Community, Choice, Character, Connection and Capability. We are conscious that a CSP needs to remain sure in its direction whilst being flexible enough to respond to new and emerging issues. To conduct this review, we've consulted extensively with the community, with more than 1,700 people, or 2.8% of our population, contributing to review our community vision, priorities and aspirations for the next 20 years. We have then developed strategies to achieve those aspirations and measures to monitor our progress and achievements.

In recent years, the Queanbeyan-Palerang region has experienced a growing population and changing demographics with expanded infrastructure and facilities. We recognise that our region is widespread and diverse, not just in our demographics, but also the access that the community has to services in different parts of our local government area. It is an exciting time to welcome new people while ensuring we maintain

the identity of our diverse Council area, we develop in a balanced and sustainable way, and our infrastructure keeps pace with change. We also need to collaborate with our partners to ensure adequate employment opportunities, our economy is resilient and growing, our community has the services it needs and our environment is protected.



This plan seeks to preserve, enhance, and protect the things we love about our community, such as the beautiful natural landscapes and river corridors, our welcoming community, and the balanced, affordable rural lifestyle. At the same time, its strategies aim to address challenges in collaboration with our community and partners. Key challenges identified include housing availability and affordability, road safety and maintenance, adapting to climate change, promoting environmental sustainability, pedestrian friendliness and support for vulnerable groups through aged and disability services.

Council looks forward to working with our community and partners to achieve the aspirations outlined in the CSP.

Cr. Kenrick Winchester, Mayor  
Queanbeyan-Palerang Regional Council



Queanbeyan-Palerang Regional Council

# Vision and Mission

## Vision

*The Queanbeyan-Palerang region is a safe and relaxed place to live, offering a wonderful lifestyle for all members of our community, where we can enjoy excellent services and facilities while experiencing the benefits of a healthy natural environment.*

## Mission

- *We acknowledge the Traditional Custodians and respect their continuing relationship to the lands on which we live.*
- *We value the heritage, cultural diversity and country lifestyle of our vibrant towns, villages and rural districts.*
- *Our people have a strong sense of pride, and we support the inclusiveness of our diverse communities.*
- *We protect our healthy natural environment whilst experiencing the benefits of a sustainably growing area.*
- *Our community has access to fulfilling and engaging employment, education and creative opportunities.*

# Our plan

## About our plan

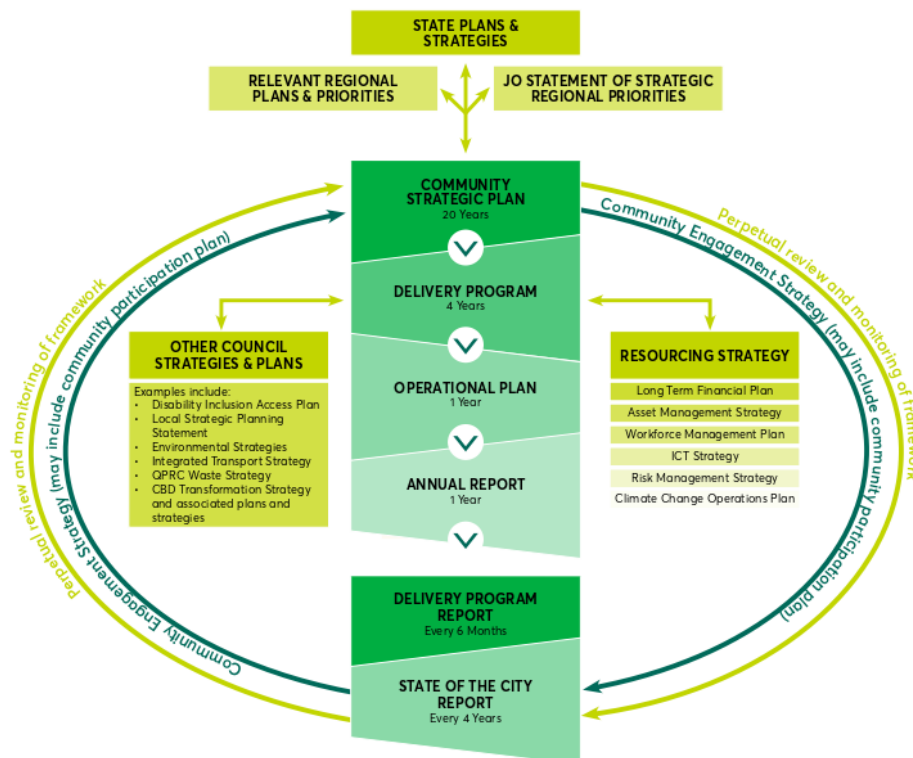
The Queanbeyan-Palerang Community Strategic Plan (CSP) is based on the aspirations and priorities of our community. Informed by community input, it sets out a long-term vision for the region to 2042 and identifies the key priorities and strategies for achieving this.

It is the community's plan for the future, not just a Council plan. Queanbeyan-Palerang Regional Council has a lead role in preparing and implementing the CSP; however, state agencies, businesses, industry groups, community groups, and individuals also contribute and support the achievement of the vision and strategic priorities.

## Integrated Planning & Reporting Framework

An integrated approach to planning and reporting is a requirement for every NSW council under the Integrated Planning and Reporting Framework set out in the *Local Government Act 1993* and the *Local Government General Regulation 2021*.

This framework requires Council to develop a series of plans, strategies, and reports linked to the community vision and priorities set out in the CSP. Each of these must be based on the social justice principles of equity, access, participation and rights.



## Queanbeyan-Palerang Regional Council

# Our community

Queanbeyan-Palerang Regional Council is located in the southern tablelands adjacent to Canberra and 250km southwest of Sydney. The area's population is 62,239, which is expected to grow to around 80,000 by 2036.

Outside of the Queanbeyan residential area, the local government area is predominantly a rural area, several townships, the main being Bungendore, Braidwood and Captains Flat.

With advanced manufacturing capabilities and specialised agriculture and tourism industries, Queanbeyan-Palerang is identified as growing faster than any other part of regional NSW. Its proximity to state and federal government provides unique networking and business opportunities.

Total population  
**62,239**

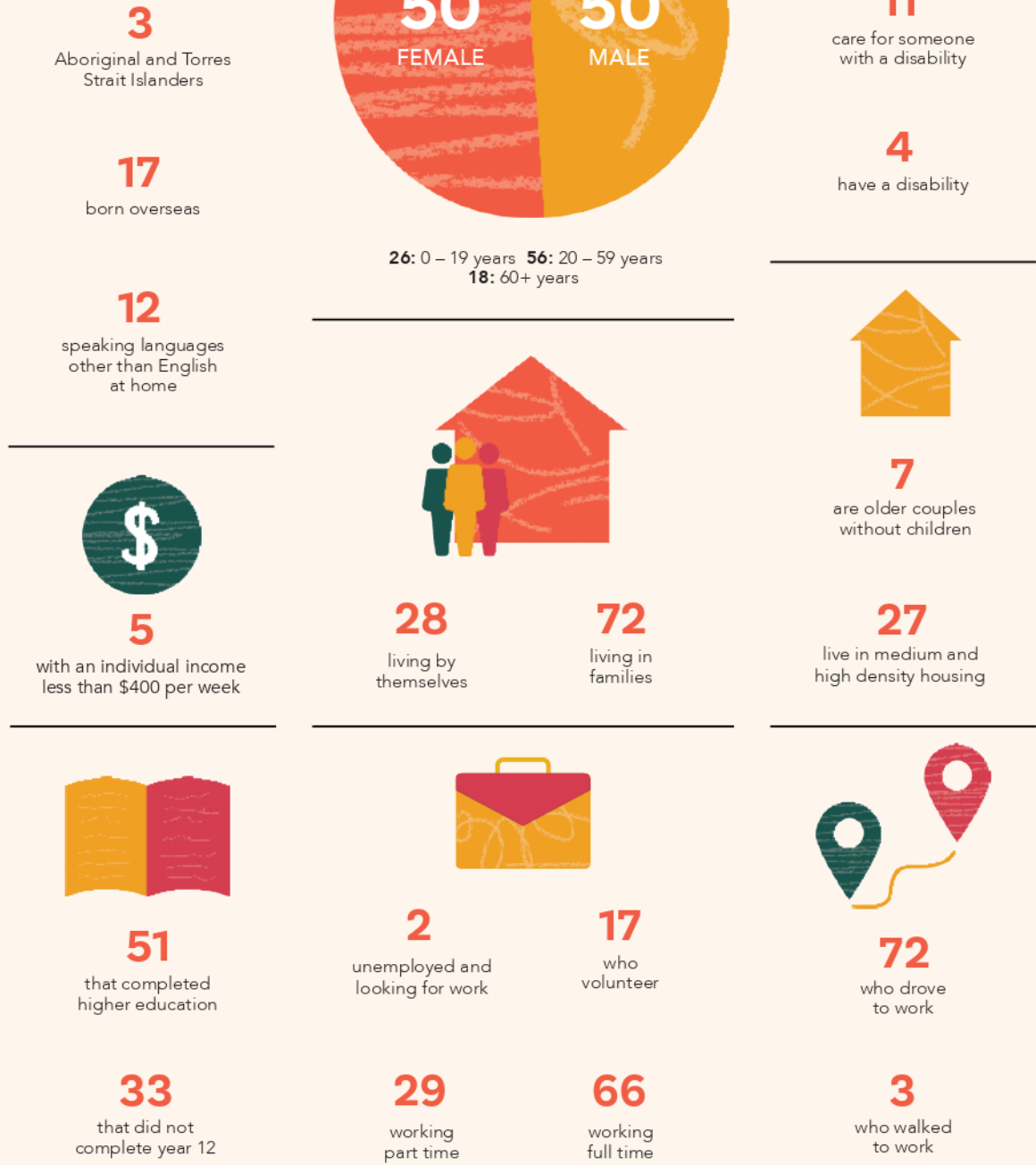
SEIFA index\*  
**1053**

## Top industries of employment

- 1 Government Administration
- 2 Defence
- 3 Hospitals
- 4 State Government Administration
- 5 Computer System Design and Related Services

\* Socio-Economic Indexes for Areas (SEIFA) is score that ranks areas in Australia according to relative socio-economic advantage and disadvantage in terms of people's access to material and social resources, and their ability to participate in society.

If the Queanbeyan-Palerang region consisted of 100 people, there would be:



Source: Profile.id. Economy.id. ABS Census 2016. BOSCAR, NSW Health stats. NSW Population Health Survey.

Queanbeyan-Palerang Regional Council

# Community engagement

## What we asked

1. How do you feel about the vision in the adopted CSP?
2. How are we tracking with the existing CSP?
3. What makes your community a great place to live?
4. What do you think are the main challenges facing your community?
5. What have you seen in another area/shire that you think would work well in your community?
6. What is one thing you would like to see achieved in your community in the next ten years?
7. What services or projects do you think Council should be prioritising or lobbying other levels of government for?

## How did you get involved

- **Virtually** – online surveys
- **In conversation** – group discussions, pop ups, telephone interviews
- **On paper** – formal written submissions

Note: The original engagement strategy was severely impacted by Covid-19 restrictions in mid-2021

## Participation

More than 1,720 people (2.8% of the population) from the Queanbeyan-Palerang Region participated in the Towards 2042 Stage 1 engagement from 21 June to 13 August 2021. The community contributed their thoughts and opinions through an online survey, discussion guides, and telephone interviews.

Further engagement was undertaken on the draft Community Strategic Plan, with more than 70 comments received which led to a number of changes prior to endorsement.



Community Strategic Plan 2042



Queanbeyan-Palerang Regional Council

# Community engagement

## What is important to you?

QPRC residents who participated in the engagement identified the beautiful natural environment (14.8%), local people and spirit (9.9%) and location and convenience (9.8%) as being the characteristics they loved about living in the region. When asked how the region could be improved or enhanced, respondents pointed to parks and green spaces (18.3%), improved infrastructure (15.5%) and more activities and events (13.4%). When considering the priorities to focus on over the next 10 years, respondents chose infrastructure (13.2%), environmental impact (10.4%) and sports and recreation facilities (9.8%) as their highest choices.

## Main challenges

When asked to identify what challenges were facing the QPRC community, respondents chose environmental sustainability (13.4%), including conservation, land management, sustainability, water security and education and awareness, as the top challenge. Change brought about by changing demographics and size (11.1%), including the impact on infrastructure and services, maintaining a rural lifestyle and ensuring sustainable development and population growth were front of mind. A strong, robust, and resilient economy was also crucial for respondents, particularly in employment and attracting and retaining a skilled workforce.

## Top services or projects Council should be prioritising

Respondents were also asked to specifically consider the Council's role and what matters they should prioritise or advocate for. Climate change and adaptation (6.4%), roads and parking (6.0%), and aged and disability services (5.0%) were identified as critical priorities for Council to provide, fund or influence.







## Queanbeyan-Palerang Regional Council

# Council's role

Council is committed to understanding the community's priorities, concerns and needs in terms of key services, facilities and programs.

Whilst QPRC takes the lead in the preparation and implementation of the Community Strategic Plan, all levels of government, businesses, industry groups, community groups and individuals will share the responsibility for achieving our long-term community goals.

The Plan outlines the Council's role in the delivery of each priority, described using the following terms:

### Provide

Services, facilities, infrastructure, programs, planning, and engagement.

### Collaborate

Partner with the community, business and industry, other councils and other tiers of government to influence and/or seek funding assistance and to implement community-driven projects.

### Advocate

Amplify the voice of our community to get the best possible outcomes.

# Sustainable Development Goals

In 2015, United Nations Member States adopted the 2030 Sustainable Development Goals. These Goals provide a shared blueprint for peace and prosperity for all people now and into the future. They also offer a critical framework for COVID-19 recovery. As global citizens, the 17 goals have been considered in the development of this strategy.

## The goals include:

1. No Poverty
2. No Hunger
3. Good Health
4. Quality Education
5. Gender Equality
6. Clean Water & Sanitation
7. Clean Energy
8. Good Jobs & Economic Growth
9. Innovation & Infrastructure
10. Reduced Inequalities
11. Sustainable Cities & Communities
12. Responsible Consumption
13. Protect the Planet
14. Life Below Water
15. Life on Land
16. Peace & Justice
17. Partnerships for the Goals



## Queanbeyan-Palerang Regional Council

# Plan

The Queanbeyan-Palerang CSP consists of five Strategic Pillars and strategic objectives. Each Strategic Pillar outlines strategic objectives based on community feedback, envisages where we want to be, how we will get there, Council's role, essential partners and collaborators and measures to track progress.

### 1. Community

A safe, harmonious, happy and healthy community leading fulfilled lives.

### 2. Choice

A diverse, resilient and smart economy that creates choice and job opportunities.

### 3. Character

A clean, green community that cherishes its natural and physical character.

### 4. Connection

A safe and well connected community with good infrastructure enhancing quality of life.

### 5. Capability

Contemporary civic leadership and governance that is open, transparent and accountable.



Braidwood's Ryrie Park forms a focal point of the town centre.



Queanbeyan-Palerang Regional Council

# 1. Community

A safe, harmonious, happy and healthy community leading fulfilled lives.

Related Sustainable Development Goals



Strategic objectives	Strategies	Council's role	Our partners
1.1 Our community is strengthened through connection and participation that enhances our community and cultural life.	<ul style="list-style-type: none"> <li>Build cultural capacity through the availability and participation in arts, performance and cultural gatherings, events, and exhibitions.</li> <li>We recognise and take pride in the unique and individual heritage and identity of our city, towns, villages and rural areas.</li> <li>We embrace our diverse community and welcome and support new and existing residents through community development to build community connection and resilience.</li> <li>Recognise, respect and support our Traditional Owners and First Nations People's historical and ongoing connection to country.</li> </ul>	Provide Collaborate Advocate	Community members Community groups First Nations people and Traditional Owners
1.2 Our health, wellbeing and resilience is supported by strong partnerships and access to services.	<ul style="list-style-type: none"> <li>Build community and Council resilience for preparing and responding to disasters.</li> <li>Inclusion and accessibility are enhanced through access to community and support services for those that need them.</li> <li>Health and quality of life are improved through access to a range of recreation and leisure opportunities.</li> <li>Active recreational, sporting and health pursuits are supported by the availability of programs, events and assets in the Queanbeyan-Palerang region.</li> <li>Enhance life-long learning pursuits through volunteering opportunities, library, historical and museum services across the region through socially inclusive and welcoming facilities.</li> </ul>	Provide Collaborate Advocate	Emergency services NSW government agencies Community members Community groups Health providers Community service providers
1.3 Our public and community places are inviting, accessible, encourage participation and are well maintained.	<ul style="list-style-type: none"> <li>Maintain public spaces to a high standard</li> <li>Promote our public places and attractions with wayfinding signage to support visitation.</li> <li>When planning public and green spaces, explore the inclusion of complementary activities such as playgrounds, walking tracks, picnic facilities and amenities which are provided with well-designed built and natural shade.</li> <li>Community facilities are accessible, safe and inclusive.</li> </ul>	Provide Collaborate Advocate	NSW State Government Commonwealth Government Community members Community groups



## Measures

Measure	Source
Reported levels of wellbeing	University of Canberra Regional Wellbeing Survey and QPRC Satisfaction and Wellbeing Survey
Community perception of Council-run services	QPRC Satisfaction and Wellbeing Survey
Crime rates	NSW recorded crime statistics
Attendance and satisfaction at Council-run community events	Council data
Usage of Library and Museums	Council data
Satisfaction with QPRC parks and playgrounds	Council data

## Supporting documents, plans or strategies

Disability Inclusion Action Plan

QPRC Library Strategy

Events Strategy

Community Satisfaction and Wellbeing Survey

Reconciliation Action Plan

Community Engagement and Participation Plan

QPRC Resilience Plan



Queanbeyan-Palerang Regional Council

# 2. Choice

A diverse, resilient and smart economy that creates choice and job opportunities.

## Related Sustainable Development Goals



Strategic objectives	Strategies	Council's role	Our partners
2.1 Our city, town and village centres are dynamic and thriving places that attract economic activity through the revitalisation of centres, focus on tourism and improved digital connectivity.	<ul style="list-style-type: none"> <li>• Make our city, town and village centres inviting through beautification, maintenance and well-designed built and natural shade.</li> <li>• Support and promote existing and new business generation initiatives.</li> <li>• Encourage the growth of local retail options by supporting 'buying local' initiatives.</li> <li>• Encourage and support economic diversification through the attraction of new industries.</li> <li>• Build financial and employment capability and capacity across Queanbeyan-Palerang.</li> </ul>	Provide Collaborate Advocate	Local business and industry Community members Community groups CRJO NSW State Government RDASI Commonwealth Government
2.2 Our unique regional identity and social and economic advantages underpin a growing economy and a thriving tourism sector.	<ul style="list-style-type: none"> <li>• Programs, facilities and events promote and enhance the Queanbeyan-Palerang region to make it a destination of choice.</li> </ul>	Provide Collaborate Advocate	Local business and industry Community members Community groups Tourism bodies and groups
2.3 Our business practices support a productive and efficient local economy by providing enabling infrastructure	<ul style="list-style-type: none"> <li>• Council processes and practices are transparent, and applications are considered promptly.</li> <li>• Collaborate with local business and industry groups to enhance economic resilience.</li> <li>• Our local businesses meet required standards and are environmentally sound, ensuring quality services and high level risk management.</li> </ul>	Provide Collaborate Advocate	Local business and industry Regional Cities NSW Destination Southern NSW CRJO NSW State Government Commonwealth Government
2.4 Our community has access to increased and enhanced education, training and learning opportunities	<ul style="list-style-type: none"> <li>• Advocate for and promote education and employment pathways.</li> <li>• Support and advocate for more local employment opportunities</li> </ul>	Collaborate Advocate	Education providers NSW State Government Commonwealth Government



## Measures

Measure	Source
Number of active registered businesses	ABS data by region
CBD and town centre shop vacancy audits	Council data
Visitor expenditure	Tourism Research Australia
Unemployment rate	Small Area Labour Markets data
Gross agricultural value	Australian Agricultural census
Community commuter and work from home rate	ABS data by region

## Supporting documents, plans or strategies

- QPRC Events Strategy
- Regional Economic Development Strategy
- QPRC Tourism Plan
- Queanbeyan CBD Retail Growth Strategy
- CBD Transformation Strategy
- Queanbeyan CBD Spatial Master Plan
- Queanbeyan Place Plan
- Digital Economy and Smart Community Strategy



Queanbeyan-Palerang Regional Council

## 3. Character

A clean, green community that cherishes its natural and physical character.

Related Sustainable Development Goals



Strategic objectives	Strategies	Council's role	Our partners
3.1 We acknowledge climate change and we work towards reducing our region's carbon footprint.	<ul style="list-style-type: none"> <li>Partner with Government departments and other organisations to reduce carbon emissions and mitigate the effects of climate change</li> <li>Increase community education, resilience, confidence and resolution in dealing with the challenges of climate change.</li> <li>Provide facilities and education programs to improve recycling rates and reduce waste.</li> <li>Minimise use of potable water, optimising reuse of recycled water and waste</li> </ul>	Provide Collaborate Advocate	Community members Community groups Business and industry NSW State Government
3.2 We have robust planning systems that provide zoned and serviced land that supports affordability and choice to liveability of the area.	<ul style="list-style-type: none"> <li>Acknowledge our area comprises diverse settlements that have their own unique identity and value our rural landscapes.</li> <li>Support a diversity of housing stock, including affordable housing, by identifying strategies in collaboration with Council, the community, other levels of Government and stakeholders.</li> <li>Support the sustainable growth of the Local Government Area through land and infrastructure strategic planning, assessment, determination and certification of development, subdivision and building and manage risk through monitoring and compliance.</li> <li>Protect, promote and enrich the heritage and traditional values of our area.</li> </ul>	Provide Collaborate Advocate	Community members Community groups Service providers NSW State Government
3.3 Our land, vegetation and waterways are managed in an integrated and sustainable manner.	<ul style="list-style-type: none"> <li>Sustain, manage and protect our land, biodiversity, vegetation and waterways.</li> <li>Sustainably manage natural landscapes and open spaces</li> <li>Passive recreation is supported through a well maintained and connected path network, play areas and green spaces that are provided with well-designed built and natural shade.</li> </ul>	Provide Collaborate	NSW State Government Community members Community groups



The community is fond of the rural vista that Queanbeyan-Palerang possesses.

## Measures

Measure	Source
Council energy use	Council data
Council fuel use	Council data
Percentage of waste diverted from landfill	Council data
Hectares of urban open space	Council data
Level of water consumption in urban areas is decreasing per household	Council data

## Supporting documents, plans or strategies

Local Strategic Planning Statement	Various Plans of Management
Rural Lands Strategy	Urban Forest and Cooling Strategy
QPRC Waste Strategy	
Integrated Water Cycle Management	
QPRC Community Climate Action Plan	
QPRC Council Operations Climate Action Plan	
QPRC Comprehensive Local Environmental Plan	
Development Control Plans	
Bungendore Structure Plan	
Bungendore Heritage Study	
Braidwood Archaeological Management Plan	
Bywong/Wamboin Greenways Master Plan December 2020	

Queanbeyan-Palerang Regional Council

## 4. Connection

A safe, resilient and well connected community with good infrastructure enhancing quality of life

Related Sustainable Development Goals



Strategic objectives	Strategies	Council's role	Our partners
4.1 Our transport network and infrastructure is safe, supports a zero emissions target and allows for ease of movement throughout Queanbeyan-Palerang and across the ACT border and region.	<ul style="list-style-type: none"> <li>Utilise asset management plans and network safety plans to take a risk management approach to the maintenance and development of the transport network</li> <li>Support and maintain urban and rural roads, traffic management systems, car parking, improvement of bridges in a sustainable manner and advocate and promote safe road user behaviour.</li> <li>Support and facilitate the continuous development of footpaths and connected walking and cycling tracks.</li> <li>Advocate for public transport infrastructure that meets the needs of Queanbeyan-Palerang residents and visitors.</li> </ul>	Provide Collaborate Advocate	NSW State Government Commonwealth Government Local business and industry CRJO Regional Cities NSW ACT Government
4.2 Our community's waste, water, sewerage, stormwater and recycled water needs are met.	<ul style="list-style-type: none"> <li>Sustainably manage the region's potable water systems and supply to meet the community's needs and national quality standards.</li> <li>Provide secure water sources that cater for climate change and storage for reliable supply for growing population and business needs.</li> <li>Manage the region's stormwater and maximise use of recycled water to meet the community's needs and national quality standards.</li> <li>Support public, business and environmental health through the provision of quality water, sewerage and recycled water systems.</li> <li>Manage the collection of waste and operation of waste facilities to meet community requirements</li> </ul>	Provide Collaborate	NSW State Government Water authorities ACT Government

Community Strategic Plan 2042

Strategic objectives	Strategies	Council's role	Our partners
4.3 Our community facilities and assets are well planned, meet the needs of the community and enhance social connection.	<ul style="list-style-type: none"> <li>Enhance community and recreational use of facilities through robust maintenance and management.</li> <li>Plan for community facilities to meet the needs of our growing population and promote the maximisation of use of current facilities.</li> <li>Optimise development contributions to fund new and expanded facilities</li> <li>Council assets are sustainably managed.</li> </ul>	Provide Collaborate Advocate	NSW State Government Commonwealth Government Community groups
4.4 Our community benefits from world-class telecommunications infrastructure that supports excellent social, economic and educational outcomes throughout the Queanbeyan-Palerang region.	<ul style="list-style-type: none"> <li>Identify connectivity issues and advocate for better telecommunications coverage, particularly in the rural areas of the Queanbeyan-Palerang region.</li> </ul>	Advocate	Commonwealth Government CRJO and Regional Development Australia - Southern Inland Telecommunications providers

## Measures

Measure	Source
Satisfaction with Council's potable water supply systems	Council data
Community satisfaction level with the state of the road network	Council data
Dwellings with internet access	ABS census data
Percentage of waste diverted from landfill	Council data
Crash statistics	Transport for NSW data
Increase in use of sustainable transport	ABS census data and electric vehicle charger usage

## Supporting documents, plans or strategies

Asset Management Strategy and Plans	Integrated Water Cycle Management
QPRC Integrated Transport Strategy	QPRC Community Climate Action Plan
Braidwood Bicycle and Pedestrian Facilities Plan	QPRC Council Operations Climate Action Plan
Bungendore Bicycle and Facilities Plan	
Queanbeyan Bicycle and Pedestrian Facilities Plan	
Sports Facilities Plan	
Integrated Water Cycle Management Plan	
QPRC Network Safety Plan	



Queanbeyan-Palerang Regional Council

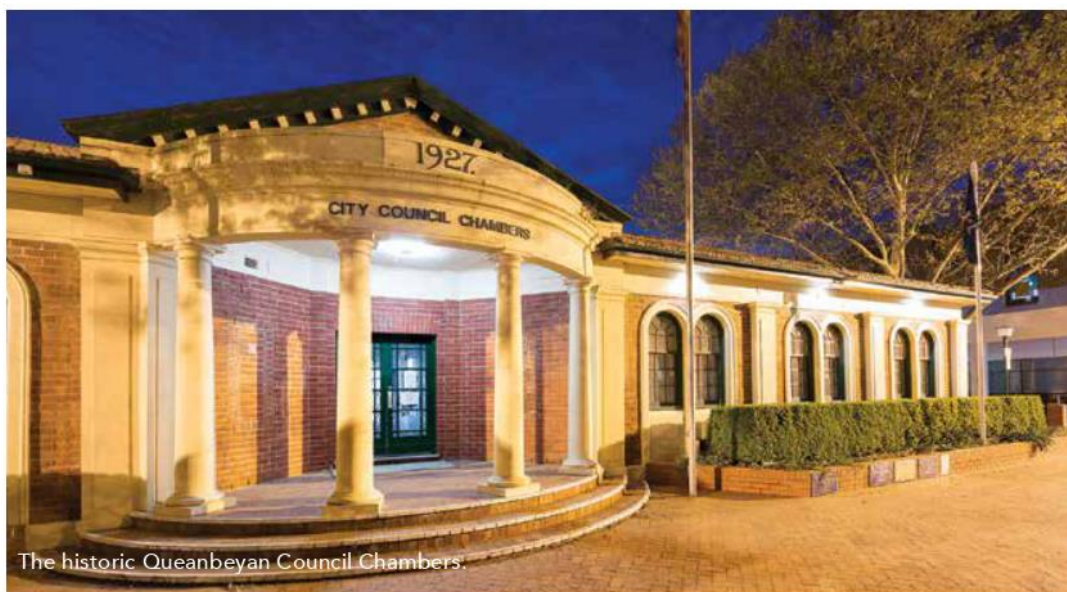
# 5. Capability

Contemporary civic leadership and governance that is open, transparent and accountable.

Related Sustainable Development Goals



Strategic objectives	Strategies	Council's role	Our partners
5.1 Our community is serviced by an efficient, effective and innovative Council.	<ul style="list-style-type: none"> <li>Recruit, retain and remunerate a safe and harmonious workforce.</li> <li>Promote and facilitate excellent performance and ongoing education and training through the development of streamlined and improved systems, processes and frameworks.</li> <li>Apply a contemporary risk management framework which considers Council's risk appetite and aims to balance risk v reward, increase organisational efficiencies and reduce red tape.</li> <li>Manage Council financial systems, processes and projects in a sustainable way that maximises value for money for ratepayers.</li> <li>Develop, integrate and maintain networks and systems to enable efficient transactions and processes</li> <li>Strategically administer and manage Council's property portfolio.</li> </ul>	Provide Collaborate	CRJO Regional Development Southern Inland NSW State Government
5.2 Council is an open, accessible and responsive organisation.	<ul style="list-style-type: none"> <li>Communicate in an effective and timely manner with the community.</li> <li>Use community engagement methods that enhance community participation in decision making.</li> <li>Establish operational practices and processes that support efficiency and community and business satisfaction.</li> <li>Manage an automated customer service system that meets the needs of the community and allows staff to enhance engagement with residents and ratepayers.</li> <li>Work with the community to achieve its long-term aspirations by integrating the strategic objectives and strategies outlined in the Community Strategic Plan into the development of other Council strategies and plans</li> <li>Maintain robust governance, audit and risk policies and frameworks to ensure transparency and accountability.</li> <li>Work with our regional neighbours, including the ACT and State and Federal Government departments.</li> </ul>	Provide Collaborate	Community members Community groups NSW State Government



The historic Queanbeyan Council Chambers.

## Measures

Measure	Source
Operating performance ratio	Council data
Percentage of Council revenue received from grants and contributions	Council data
Community satisfaction with involvement in Council decision making	Council community survey
Community satisfaction with Council's overall performance	Council community survey
Community feels well informed and is satisfied with Council's community engagement processes.	Council data
Community assessment of movement towards or away from Community Vision and aspirations	Council data

## Supporting documents, plans or strategies

- QPRC Community Engagement and Participation Plan
- Customer Service Charter and Service Standards
- ICT Strategy and Cyber Security Strategy
- Digital Economy and Smart Community Strategy
- Delivery Program and Operational Plan
- Financial Strategy
- Long Term Financial Plan
- Customer Strategy
- Customer Satisfaction and Wellbeing Survey
- End of Term/State of the City Report



Queanbeyan-Palerang Regional Council

# Your Councillors



Cr Kenrick Winchester  
Mayor



Cr Esmal Livermore  
Deputy Mayor



Cr Michele Biscotti



Cr Louise Burton



Cr Mareeta Grundy



Cr John Preston



Cr Steve Taskovski



Cr Jacqueline Ternouth



Cr Edwina Webster



Cr Katrina Willis



Cr Bryce Wilson

Councillor contact details are available on Council's website at  
<https://www.qprc.nsw.gov.au/Council/Council-Business/Local-Representatives>

# Acknowledgements

The Queanbeyan-Palerang Community Strategic Plan 2022-2042 has been developed in partnership with Queanbeyan-Palerang Regional Council, the Canberra Region Joint Organisation, and Projectura.

Queanbeyan-Palerang Regional Council wishes to thank the community members who gave their time and thoughts during the engagement process to inform the strategy.



# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

8 JUNE 2022

ITEM 9.7 COUNCILLOR REMUNERATION

ATTACHMENT 1 LOCAL GOVERNMENT REMUNERATION TRIBUNAL

# Local Government Remuneration Tribunal

Annual Report and  
Determination

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*Annual report and determination under sections  
239 and 241 of the Local Government Act 1993*

**20 April**  
**2022**

[NSW Remuneration Tribunals website](#)

## Local Government Remuneration Tribunal

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## Local Government Remuneration Tribunal

### Executive Summary

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The *Local Government Act 1993* (LG Act) requires the Local Government Remuneration Tribunal (“the Tribunal”) to report to the Minister for Local Government by 1 May each year on its determination of categories of councils and the maximum and minimum amounts of fees to be paid to mayors, councillors, and chairpersons and members of county councils.

#### Categories

The Tribunal found the allocation of councils into the current categories appropriate. Criteria for each category is published in Appendix 1. These categories have not changed further to the extensive review undertaken as part of the 2020 review.

#### Fees

The Tribunal determined a 2 per cent per annum increase in the minimum and maximum fees applicable to each category.

## Local Government Remuneration Tribunal

### Section 1 Introduction

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1. Section 239 of the LG Act provides that the Tribunal determine the categories of councils and mayoral offices and to place each council and mayoral office into one of those categories.
2. Section 241 of the LG Act provides that the Tribunal determine the maximum and minimum amount of fees to be paid to mayors and councillors of councils, as well as chairpersons and members of county councils for each of the categories determined under section 239.
3. Section 242A(1) of the LG Act, requires the Tribunal to give effect to the same policies on increases in remuneration as those of the Industrial Relations Commission.
4. The Tribunal can also determine that a council can be placed in another existing or new category with a higher range of fees without breaching the Government's Wages Policy as per section 242A (3) of the LG Act.
5. The Tribunal's determinations take effect from 1 July each year.

### Section 2 2021 Determination

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6. The Tribunal received 18 submissions which included 9 requests for re-categorisation. At the time of making its determination, the Tribunal had available to it the Australian Bureau of Statistics 25 March 2020 population data for FY2018-19. The Tribunal noted the requirement of section 239 of the LG Act that it must determine categories for councils and mayoral offices at least once every 3 years. It noted that the Tribunal had conducted an extensive review in 2020 and decided that the categories would next be considered in 2023.
7. The Tribunal found that the current categories and allocation of councils to these categories remained appropriate. The Tribunal's finding had regard to the 2020 review, the current category model and criteria and the evidence put forward in the received submissions.
8. In regard to fees, the Tribunal determined a 2 per cent per annum increase in the minimum and maximum fees applicable to each category.

### Section 3 2022 Review

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#### Process

9. In 2020, the categories of general purpose councils were determined as follows:

<b>Metropolitan</b>	<b>Non-Metropolitan</b>
<ul style="list-style-type: none"><li>• Principal CBD</li><li>• Major CBD</li><li>• Metropolitan Large</li><li>• Metropolitan Medium</li><li>• Metropolitan Small</li></ul>	<ul style="list-style-type: none"><li>• Major Regional City</li><li>• Major Strategic Area</li><li>• Regional Strategic Area</li><li>• Regional Centre</li><li>• Regional Rural</li></ul>

## Local Government Remuneration Tribunal

	<ul style="list-style-type: none"><li>• Rural</li></ul>
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10. The Tribunal wrote to all mayors or general managers and LGNSW on 14 October 2021 to advise of the commencement of the 2021 review and invited submissions regarding recategorisation, fees and other general matters. The Tribunal's correspondence advised that an extensive review of categories was undertaken in 2020 and, as this was only legislatively required every three years, consideration would be next be given in 2023. The correspondence further advised that submissions requesting to be moved into a different category as part of the 2022 review would require a strong case supported by evidence that substantiates that the criteria for the requested category is met.
11. Seven submissions were received from individual councils and one submission was received from LGNSW. The Tribunal noted that several of the submissions had not been endorsed by their respective councils. The Tribunal also met with the President, Chief Executive and Senior Manager of LGNSW.
12. The Tribunal discussed the submissions at length with the Assessors.
13. The Tribunal acknowledged previous and ongoing difficulties imposed by COVID19 and natural disasters on councils.
14. The Tribunal also acknowledged submissions from councils in regional and remote locations that raised unique challenges, such as travel and connectivity, experienced by mayors and councillors in those areas.
15. A summary of the matters raised in the received submissions and the Tribunal's consideration of those matters is outlined below.

### **Categorisation**

16. Five council submissions requested recategorisation. Three of these requests sought the creation new categories.

### **Metropolitan Large Councils**

17. Penrith City Council acknowledged that categories were not being reviewed until 2023. However, the Council reiterated their previous year's position and contended that their claim for the creation of a new category of "Metropolitan Large – Growth Centre" continues to be enhanced through their leading role in the Western Sydney City Deal. Council's submission further stated that the participation in the Deal demonstrated the exponential growth that will occur in the Penrith Local Government Area.
18. Blacktown City Council requested the creation of a new category "Metropolitan Large – Growth Area". Council stated that the current criteria for "Metropolitan Large" does not reflect the Council's size, rate of growth and economic influence.

Council based its argument for a new category on the following grounds:

- Significant population growth. Current estimated population of 403,000 with an expected population of 640,000 in 2041.
- Blacktown being critical to the success of the Greater Sydney Region Plan while also being part of the fastest growing district for the next 20 years.
- 4th largest economy in NSW – as of 30 June 2020, Gross Regional Product (GRP) was \$21.98 billion, comparatively City of Parramatta was \$31.36 billion.
- Undertaking of several transformational projects to increase economy and services. Examples include the redesign of Riverstone Town Centre, Australian Catholic University establishment of an interim campus for up to 700 undergrads

## Local Government Remuneration Tribunal

with a permanent campus to open by 2024, the \$1 billion Blacktown Brain and Spinal Institute proposal and Blacktown International Sports Park Masterplan to provide a first-class multi-sport venue.

- Expansion in provision of services such as childcare, aquatic and leisure centres.
- Diversity of population.

### Non-Metropolitan Major Regional City Councils

19. Newcastle Council requested clarification regarding City of Newcastle's status as either Metropolitan or Regional, noting that while City of Newcastle is classified as a "Major Regional City", the Newcastle Local Government Area is often exempt from both regional and metropolitan grant funding due to inconsistencies in classification. Council sought review on the following grounds:

- Size of council area 187km<sup>2</sup> (in comparison of Parramatta Council 84km<sup>2</sup>).
- Physical terrain.
- Population and distribution of population.
- Nature and volume of business dealt with by Council.
- Nature and extent of development of City of Newcastle.
- Diversity of communities served.
- Regional, national and international significance of City of Newcastle.
- Transport hubs.
- Regional services including health, education, smart city services and public administration.
- Cultural and sporting facilities.
- Matters that the Tribunal consider relevant

### Regional Centre

20. Tweed Shire Council requested to be reclassified as a "Regional Strategic Area" on the following grounds:

- Proximity to the Gold Coast City and Brisbane.
- Proximity to Sydney via the Gold Coast airport.
- Tweed being the major population and city centre for the Northern Rivers Joint Organisation.
- Tweed being the largest employer and strongest growth area in the Northern Rivers.

### Non-Metropolitan Rural Councils

21. Murrumbidgee Council requested recategorisation to "Regional Rural" as they are a product of the merger of the former Jerilderie Shire Council and the former Murrumbidgee Shire Council. Council also suggested that the criteria for "Regional Rural" is amended to:

- Councils categorised as Regional Rural will typically have a minimum residential population of 20,000 or can demonstrate one of the following features...."
  - the product of the 2016 amalgamation where two or more Rural classified Local Governments Areas merged.

### Findings - categorisation

22. The Tribunal assessed each Council's submission and found that the current categories and allocation of councils to these categories remained appropriate. The Tribunal's findings had regard to the 2020 review, the current category model and

## Local Government Remuneration Tribunal

criteria and the evidence put forward in the received submissions.

23. Having regard to the requirements of sections 239 and 240 of the LG Act, the Tribunal did not find that any council's submission was strong enough for a change in category or for the creation of a new category.
24. The Tribunal did note, however, that some councils may have a better case for recategorisation at the next major review of categories in 2023.
25. The Tribunal was of the view that the 2023 determination and review of categories as required by s239 (1) of the LG Act will see more requests from councils for recategorisation and possible determination of new categories. The Tribunal and Assessors may benefit from visits to meet regional organisations of councils and direct opportunities for input from Mayors and general managers in this regard.

### Fees

26. In determining the maximum and minimum fees payable in each of the categories, the Tribunal is required by section 242A of the LG Act, to give effect to the same policies on increases in remuneration as those that the Industrial Relations Commission is required to give effect to under section 146C of the *Industrial Relations Act 1996* (IR Act), when making or varying awards or orders relating to the conditions of employment of public sector employees.
27. Pursuant to section 146C(1)(a) of the IR Act, the current government policy on wages is expressed in the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (IR Reg.). The IR Reg. provides that public sector wages cannot increase by more than 2.5 per cent per annum. The Tribunal therefore has the discretion to determine an increase of up to 2.5 per cent per annum.
28. Submissions that addressed fees sought an increase of a maximum of 2.5 per cent per annum or greater. These submissions raised issues such as comparative remuneration, cost of living and increasing workloads. One submission also suggested that higher fees are required to attract a higher standard of candidates to council roles.
29. The LGNSW submission contained 3 parts. The first part of the submission supported an increase of 2.5 per cent per annum in remuneration, but further argued that the maximum increase is inadequate and does not address the historical undervaluation of work performed by mayors and councillors, and the substantial expansion of their responsibilities and accountability in recently years. LGNSW used the following economic indexes and wage data in support of their argument:
  - Consumer price index (CPI)
  - National and state wages cases
  - Wage increases under the *Local Government (State) Award 2020*.
30. The second part of LGNSW's submission addressed inequity and impacts of low remuneration. It was supported by the research paper "Councillor perspectives on the (in)adequacy of remuneration in NSW local government: Impacts on well-being, diversity and quality of representation" (the "ANU Paper"), written by Associate Professor Jakimow of the Australian National University. A key finding of the ANU Paper was that "current remuneration levels are perceived as inadequately reflecting the extent and nature of council work." The finding was derived from the undertaking of



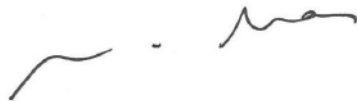
## Local Government Remuneration Tribunal

a survey of councillors and mayors. The paper suggests that there is a disconnect between workload and remuneration and this was identified as the most frequent argument for increasing the current rate.

31. The third and final part of LGNSW's submission compared the minimum and maximum rates of NSW mayor and councillor remuneration to the remuneration of directors and chairpersons of comparable government bodies and not-for-profits, mayors and councillors in Queensland and members of the NSW Parliament. The submission contended that NSW mayor and councillor remuneration is below that of their counterparts.
32. Following the most recent review by the Independent Pricing and Regulatory Tribunal (IPART) the amount that councils will be able to increase the revenue they can collect from rates will depend on their level of population growth. IPART has set a 2022-23 rate peg for each council, ranging from 0.7 to 5.0 per cent. IPART's rate peg takes into account the annual change in the Local Government Cost Index, which measures the average costs faced by NSW councils, in addition to a population factor based on each council's population growth.
33. Employees under the *Local Government (State) Award 2020* will receive a 2 per cent per annum increase in rates of pay from the first full pay period to commence on or after 1 July 2022.
34. The Tribunal has determined a 2 per cent per annum increase in the minimum and maximum fees applicable to each category.

## Conclusion

35. The Tribunal's determinations have been made with the assistance of Assessors Ms Kylie Yates and Ms Melanie Hawyes.
36. It is the expectation of the Tribunal that in the future all submissions have council endorsement.
37. Determination 1 outlines the allocation of councils into each of the categories as per section 239 of the LG Act.
38. Determination 2 outlines the maximum and minimum fees paid to councillors and mayors and members and chairpersons of county councils as per section 241 of the LG Act.



Viv May PSM

**Local Government Remuneration Tribunal**

Dated: 20 April 2022

## Local Government Remuneration Tribunal

### Section 4 2021 Determinations

Determination No. 1 - Allocation of councils into each of the categories as per section 239 of the LG Act effective from 1 July 2021

**Table 1: General Purpose Councils - Metropolitan**

Principal CBD (1)	Major CBD (1)
Sydney	Parramatta

Metropolitan Large (12)	Metropolitan Medium (8)
Bayside	Campbelltown
Blacktown	Camden
Canterbury-Bankstown	Georges River
Cumberland	Hornsby
Fairfield	Ku-ring-gai
Inner West	North Sydney
Liverpool	Randwick
Northern Beaches	Willoughby
Penrith	
Ryde	
Sutherland	
The Hills	

Metropolitan Small (8)
Burwood
Canada Bay
Hunters Hill
Lane Cove
Mosman
Strathfield
Waverley
Woollahra

## Local Government Remuneration Tribunal

**Table 2: General Purpose Councils - Non-Metropolitan**

Major Regional City (2)	Major Strategic Area (1)	Regional Strategic Area (1)
Newcastle	Central Coast	Lake Macquarie
Wollongong		

Regional Centre (24)		Regional Rural (13)	
Albury	Mid-Coast	Bega	
Armidale	Orange	Broken Hill	
Ballina	Port Macquarie-Hastings	Byron	
Bathurst	Port Stephens	Eurobodalla	
Blue Mountains	Queanbeyan-Palerang	Goulburn Mulwaree	
Cessnock	Shellharbour	Griffith	
Clarence Valley	Shoalhaven	Kempsey	
Coffs Harbour	Tamworth	Kiama	
Dubbo	Tweed	Lithgow	
Hawkesbury	Wagga Wagga	Mid-Western	
Lismore	Wingecarribee	Richmond Valley Council	
Maitland	Wollondilly	Singleton	
		Snowy Monaro	

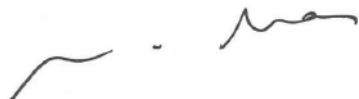
Rural (57)			
Balranald	Cootamundra-Gundagai	Junee	Oberon
Bellingen	Cowra	Kyogle	Parkes
Berrigan	Dungog	Lachlan	Snowy Valleys
Bland	Edward River	Leeton	Temora
Blayney	Federation	Liverpool Plains	Tenterfield
Bogan	Forbes	Lockhart	Upper Hunter
Bourke	Gilgandra	Moree Plains	Upper Lachlan
Brewarrina	Glen Innes Severn	Murray River	Uralla
Cabonne	Greater Hume	Murrumbidgee	Walcha
Carrathool	Gunnedah	Muswellbrook	Walgett
Central Darling	Gwydir	Nambucca	Warren
Cobar	Hay	Narrabri	Warrumbungle
Coolamon	Hilltops	Narrandera	Weddin
Coonamble	Inverell	Narromine	Wentworth

### Local Government Remuneration Tribunal

<b>Rural (57)</b>	
	Yass

**Table 3: County Councils**

<b>Water (4)</b>	<b>Other (6)</b>
Central Tablelands	Castlereagh-Macquarie
Goldenfields Water	Central Murray
Riverina Water	Hawkesbury River
Rous	New England Tablelands
	Upper Hunter
	Upper Macquarie



Viv May PSM

**Local Government Remuneration Tribunal**

Dated: 20 April 2022

## Local Government Remuneration Tribunal

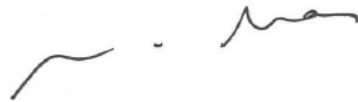
### Determination No. 2 - Fees for Councillors and Mayors as per section 241 of the LG Act effective from 1 July 2022

The annual fees to be paid in each of the categories to Councillors, Mayors, Members and Chairpersons of County Councils effective on and from 1 July 2022 as per section 241 of the *Local Government Act 1993* are determined as follows:

**Table 4: Fees for General Purpose and County Councils**

Category		Councillor/Member Annual Fee (\$) effective 1 July 2022		Mayor/Chairperson Additional Fee* (\$) effective 1 July 2022	
		Minimum	Maximum	Minimum	Maximum
General Purpose Councils - Metropolitan	Principal CBD	28,750	42,170	175,930	231,500
	Major CBD	19,180	35,520	40,740	114,770
	Metropolitan Large	19,180	31,640	40,740	92,180
	Metropolitan Medium	14,380	26,840	30,550	71,300
	Metropolitan Small	9,560	21,100	20,370	46,010
General Purpose Councils - Non-Metropolitan	Major Regional City	19,180	33,330	40,740	103,840
	Major Strategic Area	19,180	33,330	40,740	103,840
	Regional Strategic Area	19,180	31,640	40,740	92,180
	Regional Centre	14,380	25,310	29,920	62,510
	Regional Rural	9,560	21,100	20,370	46,040
	Rural	9,560	12,650	10,180	27,600
County Councils	Water	1,900	10,550	4,080	17,330
	Other	1,900	6,300	4,080	11,510

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



Viv May PSM

**Local Government Remuneration Tribunal**

Dated: 20 April 2021

## Local Government Remuneration Tribunal

### Appendices

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#### Appendix 1 Criteria that apply to categories

##### Principal CBD

The Council of the City of Sydney (the City of Sydney) is the principal central business district (CBD) in the Sydney Metropolitan area. The City of Sydney is home to Sydney's primary commercial office district with the largest concentration of businesses and retailers in Sydney. The City of Sydney's sphere of economic influence is the greatest of any local government area in Australia.

The CBD is also host to some of the city's most significant transport infrastructure including Central Station, Circular Quay and International Overseas Passenger Terminal. Sydney is recognised globally with its iconic harbour setting and the City of Sydney is host to the city's historical, cultural and ceremonial precincts. The City of Sydney attracts significant visitor numbers and is home to 60 per cent of metropolitan Sydney's hotels.

The role of Lord Mayor of the City of Sydney has significant prominence reflecting the CBD's importance as home to the country's major business centres and public facilities of state and national importance. The Lord Mayor's responsibilities in developing and maintaining relationships with stakeholders, including other councils, state and federal governments, community and business groups, and the media are considered greater than other mayoral roles in NSW.

##### Major CBD

The Council of the City of Parramatta (City of Parramatta) is the economic capital of Greater Western Sydney and the geographic and demographic centre of Greater Sydney. Parramatta is the second largest economy in NSW (after Sydney CBD) and the sixth largest in Australia.

As a secondary CBD to metropolitan Sydney the Parramatta local government area is a major provider of business and government services with a significant number of organisations relocating their head offices to Parramatta. Public administration and safety have been a growth sector for Parramatta as the State Government has promoted a policy of moving government agencies westward to support economic development beyond the Sydney CBD.

The City of Parramatta provides a broad range of regional services across the Sydney Metropolitan area with a significant transport hub and hospital and educational facilities. The City of Parramatta is home to the Westmead Health and Medical Research precinct which represents the largest concentration of hospital and health services in Australia, servicing Western Sydney and providing other specialised services for the rest of NSW.

The City of Parramatta is also home to a significant number of cultural and sporting facilities (including Sydney Olympic Park) which draw significant domestic and international visitors to the region.

## Local Government Remuneration Tribunal

### Metropolitan Large

Councils categorised as Metropolitan Large will typically have a minimum residential population of 200,000.

Councils may also be categorised as Metropolitan Large if their residential population combined with their non-resident working population exceeds 200,000. To satisfy this criteria the non-resident working population must exceed 50,000.

Other features may include:

- total operating revenue exceeding \$200M per annum
- the provision of significant regional services to greater Sydney including, but not limited to, major education, health, retail, sports, other recreation and cultural facilities
- significant industrial, commercial and residential centres and development corridors
- high population growth.

Councils categorised as Metropolitan Large will have a sphere of economic influence and provide regional services considered to be greater than those of other metropolitan councils.

### Metropolitan Medium

Councils categorised as Metropolitan Medium will typically have a minimum residential population of 100,000.

Councils may also be categorised as Metropolitan Medium if their residential population combined with their non-resident working population exceeds 100,000. To satisfy this criteria the non-resident working population must exceed 50,000.

Other features may include:

- total operating revenue exceeding \$100M per annum
- services to greater Sydney including, but not limited to, major education, health, retail, sports, other recreation and cultural facilities
- industrial, commercial and residential centres and development corridors
- high population growth.

The sphere of economic influence, the scale of council operations and the extent of regional servicing would be below that of Metropolitan Large councils.

## Local Government Remuneration Tribunal

### Metropolitan Small

Councils categorised as Metropolitan Small will typically have a residential population less than 100,000.

Other features which distinguish them from other metropolitan councils include:

- total operating revenue less than \$150M per annum.

While these councils may include some of the facilities and characteristics of both Metropolitan Large and Metropolitan Medium councils the overall sphere of economic influence, the scale of council operations and the extent of regional servicing would be below that of Metropolitan Medium councils.

### Major Regional City

Newcastle City Council and Wollongong City Councils are categorised as Major Regional City. These councils:

- are metropolitan in nature with major residential, commercial and industrial areas
- typically host government departments, major tertiary education and health facilities and incorporate high density commercial and residential development
- provide a full range of higher order services and activities along with arts, culture, recreation, sporting and entertainment facilities to service the wider community and broader region
- have significant transport and freight infrastructure servicing international markets, the capital city and regional areas
- have significant natural and man-made assets to support diverse economic activity, trade and future investment
- typically contain ventures which have a broader State and national focus which impact upon the operations of the council.

### Major Strategic Area

Councils categorised as Major Strategic Area will have a minimum population of 300,000.

Other features may include:

- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$250M per annum
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Currently, only Central Coast Council meets the criteria to be categorised as a Major Strategic Area. Its population, predicted population growth, and scale of the Council's operations warrant that it be differentiated from other non-metropolitan councils. Central Coast Council is also a



## Local Government Remuneration Tribunal

significant contributor to the regional economy associated with proximity to and connections with Sydney and the Hunter Region.

### Regional Strategic Area

Councils categorised as Regional Strategic Area are differentiated from councils in the Regional Centre category on the basis of their significant population and will typically have a residential population above 200,000.

Other features may include:

- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$250M per annum
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Currently, only Lake Macquarie Council meets the criteria to be categorised as a Regional Strategic Area. Its population and overall scale of council operations will be greater than Regional Centre councils.

### Regional Centre

Councils categorised as Regional Centre will typically have a minimum residential population of 40,000.

Other features may include:

- a large city or town providing a significant proportion of the region's housing and employment
- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$100M per annum
- the highest rates of population growth in regional NSW
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Councils in the category of Regional Centre are often considered the geographic centre of the region providing services to their immediate and wider catchment communities.

## Local Government Remuneration Tribunal

### Regional Rural

Councils categorised as Regional Rural will typically have a minimum residential population of 20,000.

Other features may include:

- a large urban population existing alongside a traditional farming sector, and are surrounded by smaller towns and villages
- health services, tertiary education services and regional airports which service a regional community
- a broad range of industries including agricultural, educational, health, professional, government and retail services
- large visitor numbers to established tourism ventures and events.

Councils in the category of Regional Rural provide a degree of regional servicing below that of a Regional Centre.

### Rural

Councils categorised as Rural will typically have a residential population less than 20,000.

Other features may include:

- one or two significant townships combined with a considerable dispersed population spread over a large area and a long distance from a major regional centre
- a limited range of services, facilities and employment opportunities compared to Regional Rural councils
- local economies based on agricultural/resource industries.

### County Councils - Water

County councils that provide water and/or sewerage functions with a joint approach in planning and installing large water reticulation and sewerage systems.

### County Councils - Other

County councils that administer, control and eradicate declared noxious weeds as a specified Local Control Authority under the *Biosecurity Act 2015*.

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

8 JUNE 2022

ITEM 9.7 COUNCILLOR REMUNERATION

ATTACHMENT 2 2022-23 DETERMINATION OF THE LOCAL GOVERNMENT  
REMUNERATION TRIBUNAL CIRCULAR



## Circular to Councils

<b>Circular Details</b>	Circular No 22-14/ 22 May 2022 / A817449
<b>Previous Circular</b>	21-06 – 2021/22 Determination of the Local Government Remuneration Tribunal
<b>Who should read this</b>	Councillors / General Managers
<b>Contact</b>	Council Governance Team / 02 4428 4100 / <a href="mailto:olg@olg.nsw.gov.au">olg@olg.nsw.gov.au</a>
<b>Action required</b>	Council to Implement

### 2022/23 Determination of the Local Government Remuneration Tribunal

#### What's new or changing

- The Local Government Remuneration Tribunal has determined an increase of 2% to mayoral and councillor fees for the 2022-23 financial year, with effect from 1 July 2022.
- The Tribunal is required to determine the remuneration categories of councils and mayoral offices at least once every three years under section 239 of the *Local Government Act 1993*. The Tribunal last undertook a significant review of the categories as part of its 2020 determination and will next review these categories in 2023.
- The Tribunal found that the allocation of councils into the current categories continued to be appropriate having regard to the 2020 review, the current category model and criteria and the evidence put forward in the submissions received.

#### What this will mean for your council

- Sections 248 and 249 of the Act require councils to fix and pay an annual fee to councillors and mayors from 1 July 2022 based on the Tribunal's determination for the 2022-23 financial year.

#### Key points

- The level of fees paid will depend on the category the council is in.
- A council cannot fix a fee higher than the maximum amount determined by the Tribunal.
- If a council does not fix a fee, the council must pay the minimum fee determined by the Tribunal.

#### Where to go for further information

- The Tribunal's report and determination is available [here](#).
- For further information please contact the Council Governance Team on 02 4428 4100 or by email at [olg@olg.nsw.gov.au](mailto:olg@olg.nsw.gov.au).

**Melanie Hawyes**  
Deputy Secretary, Crown Lands and Local Government

Office of Local Government  
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# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

8 JUNE 2022

ITEM 9.8 RENEWAL OF LICENCE TO QUEANBEYAN PLAYERS OVER  
18 BARROW PLACE

ATTACHMENT 1 DRAFT LICENCE - QUEANBEYAN PLAYERS INC. (18  
BARROW PLACE)



**QUEANBEYAN-PALERANG REGIONAL COUNCIL**  
(Licensor)

And

**THE QUEANBEYAN PLAYERS INC.**  
(Licensee)

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**LICENCE AGREEMENT FOR  
OCCUPATION OF LAND FOR  
STORAGE OF AND CREATION OF  
THEATRICAL SETS AND PROPS  
AND ANY OTHER PURPOSE  
ASSOCIATED WITH THE  
QUEANBEYAN PLAYERS INC.**

---

**AGREEMENT** dated \_\_\_\_\_ day of \_\_\_\_\_ 20

**BETWEEN**

**QUEANBEYAN-PALERANG REGIONAL COUNCIL**

256 Crawford Street, Queanbeyan in the State of New South Wales (hereinafter called the Licensor).

**AND**

**THE QUEANBEYAN PLAYERS INC**

18 Barrow Place, Queanbeyan in the State of New South Wales (hereinafter called the Licensee).

THE PARTIES AGREE AS FOLLOWS.

**1. DEFINITIONS**

In this Licence unless the contrary intention appears:

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

**Commencement Date** means the date referred to in Item 9 of Schedule 1;

**Enclosed Area** means the fenced area (which comprises the Premises and Third Party Exclusive Areas) described in each Premises Appendix as the Enclosed Area and shown on the Plan annexed to each Premises Appendix where land is, or is intended to be fenced;

**Environmental Law** means any law or state protection policy incorporated by reference to or being part of any Law relating to protection of the environment;

**Expiry Date** means the date referred to in Item 10 of Schedule 1;

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

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

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

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

**Licence** means this licence including all Schedules and Annexures hereto;

**Licensee** means the licensee referred to in Item 2, of Schedule 1;

**Licensor** means the licensor referred to in Item 1 of Schedule 1 and includes its assigns and for the purpose of clauses 28 – 35 and includes Her Majesty the Queen, the State of New South Wales and the Minister and their heirs, successors, agents, servants, employees and contractors;

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

**Premises** means the land and/or the buildings described in the Premises Appendix and on the plan annexed thereto;

**Permitted Use** means the use shown in Item 8, of Schedule 1;

**Rent** means the Base Annual Rent calculated and payable upon each Due Date paid by the Licensee as Rent under this Licence;

**Sub-Licensee** means a person who holds a sub-licence of any part of the Premises from the Licensee in accordance with the provisions of this Licence;

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

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

**Term of Agreement** means the figure set out in Item 11, of Schedule 1.

## 2. CONSTRUCTION

2.1. This Licence shall be constructed in accordance with this clause unless the context requires otherwise;

### 2.1.1. Plurals

Words importing the singular include the plural and vice versa;

### 2.1.2. Gender

Words importing any gender include the other gender;

### 2.1.3. Persons

A reference to a person includes:

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

### 2.1.4. Headings

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

### 2.1.5. Clauses and sub-clauses

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

### 2.1.6. Time

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



**2.1.7. Money**

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

**2.1.8. Defined Terms**

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

**2.1.9. Writing**

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

**2.1.10. Contra Preferentum**

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

**2.1.11. Statutes**

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

**2.1.12. Licence**

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

**2.1.13. Priorities**

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

**2.2. Warranties and Undertakings**

- (a) The Licensee warrants that it has:
  - (i) relied only on its own inquiries about this Licence; and
  - (ii) not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee shall comply on time with undertakings given by or on behalf of the Licensee.

**2.3. Further Assurances**

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

- (a) Pursuant to clause 5, this Licence and any other agreement subsidiary to this Licence continue in full force and effect.

**2.4. Relationship of Licensor and Licensee**

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

## 2.5. Time to be of the Essence

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

## 3. SEVERABILITY

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

## 4. PERMITTED USE

### 4.1. Grant of Licence

The Licensor grants to the Licensee a right to occupy the area delineated on the plan annexed to the Premises Appendix for the Permitted Use.

### 4.2. Permitted Use only

The Licensee shall not:

- (a) use the Premises;
  - (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),
- for any purpose other than the Permitted Use specified or referred to in Item 8 of Schedule 1.

### 4.3. No exclusive possession

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

## 5. COMMENCEMENT OF LICENCE AND TERM

This Licence shall commence on the date (and where a time is specified or referred to at that time) specified or referred to in Item 9, of Schedule 1 and subject to clause 8 shall continue in force until the Expiry Date (and where a time is specified or referred to at that time) specified or referred to in Item 10, of Schedule 1.

## 6. NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS WITHOUT LICENSOR CONSENT

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

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

6.2 Subject to any other provisions of this Licence the Licensee shall not during the Term of this Licence, part with possession of the Premises, transfer or create any interest in the

Licence or authorise or permit any person to occupy the Premises without the prior consent of the Licensor.

- 6.3** Any rights transferred to a third party under this Licence agree to be bound by the same obligations, requirements and releases from indemnity as under this Licence. The Licensee agrees to assume any liabilities under this Licence jointly and severally.

## **7 LICENSEE TO YIELD UP**

- 7.1** The Licensee shall forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.

### **7.2** The Licensee shall:

- (a) remove all Licensee Fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
- (b) rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and
- (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
- (d) leave the Premises in a clean and tidy condition.

- 7.3** Sub-clause 7.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

## **8 TERMINATION OF LICENCE ON DEFAULT**

- 8.1** The Licensor may terminate this Licence in the manner set out below in the following circumstances. If:

- (a) The Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
- (b) Defects notified under a provision of this Licence are not remedied within the time specified in the notice;
- (c) The Licensee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
- (d) The Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (e) The Licensee is a company and is placed under official management under Corporations Law or enters a composition or scheme of arrangement;
- (f) The interest the Licensee has under this Licence is taken in execution;
- (g) The Licensee or any person claiming through the Licensee conducts any business from the licensed Premises after the Licensee has committed an act of bankruptcy.

- 8.2** In the circumstances set out in sub-clause 8.1 the Licensor may end this Licence by:

- (a) notifying the Licensee that it is ending the Licence; or
- (b) re-entering the Premises, with force if necessary, and ejecting the Licensee and all other persons from the Premises and repossessing them; or
- (c) doing both.

8.3 If the Licensor ends this Licence under this clause, the Licensee shall not be released from liability for any prior breach of this Licence and other remedies available to the Licensor to recover arrears of Rent shall not be prejudiced.

8.4 If the Licensor ends this Licence under this clause the Licensor may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing it for at least one month, the Licensor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.

## 9. ACCEPTANCE OF RENT NOT WAIVER

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

## 10. HOLDING OVER BY LICENSEE

(a) At the end of the Term of Agreement as specified in Column 2 of Item 11 of Schedule 1, the Licensee shall be entitled with the consent of the Licensor to remain in possession of the Premises on the following terms and conditions:

- (i) the Licensee shall become a monthly tenant of the Licensor at a monthly rental equivalent to one twelfth proportion of the annual Rent payable at the time of expiration or sooner determination of this Licence;
- (ii) the Licensee shall comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Licensor may from time to time by notice in writing served on the Licensee direct that any particular condition not apply or be amended in the manner set out in the notice.

(b) The Licensor and the Licensee expressly agree that where any provision of this Licence confers any right, duty, power or obligation on a Party upon the expiration or determination of this Licence or on the Expiry Date and the Licensee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Licensee ceases to be entitled to possession pursuant to this clause.

(c) The tenancy created by operation of this clause may be determined by the Licensor serving on the Licensee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.

(d) The tenancy created by operation of this clause may be determined by the Licensee serving on the Licensor a notice stating that as from a date specified in the notice the tenancy is surrendered.

## 11. LICENSEE'S RENT AND OUTGOINGS

### 11.1 Licensee to Pay Rent

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

## 11.2 Goods and Services Tax

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

## 12 CONTINUING OBLIGATION

The obligation of the Licensee to pay Rent is a continuing obligation during the Term of Agreement and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

## 13 LICENSEE TO PAY RATES, CHARGES AND ASSESSMENTS

- 13.1 The Licensee shall when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) rates, water, sewerage, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.
- 13.2 Where the Licensor requires evidence for such payments the Licensee shall produce such evidence within ten Business Days after the respective due dates for payment.
- 13.3 In the case where such water charges rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.

## 14 LICENSEE TO PAY OTHER CHARGES

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

## 15 LICENSEE TO PAY FOR SERVICES

The Licensee shall as and when the same become due for payment pay to the Licensor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Licensee or consumed in or on the Premises, by the Licensee.

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

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

## **17 COSTS PAYABLE BY LICENSEE TO LICENSOR**

Except when law limits costs being recovered from a Licensor by a Licensee, the Licensee shall pay in full the Licensor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Licensor in consequence of or in connection with or incidental to:

- (a) the preparation and completion of this Licence;
- (b) any variation of this Licence made otherwise than at the request of the Licensor;
- (c) any and every failure to comply breach or default by the Licensee under this Licence;
- (d) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- (e) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed;
- (f) any entry, inspection, examination, consultation or the like which discloses a breach by the Licensee of any covenant of this Licence;
- (g) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

## **18. OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES**

### **18.1 Additions and Alterations**

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor. Appropriate approvals must be obtained from Queanbeyan City Council in its role as the statutory planning authority. Any additions or alterations consented to by the Licensor shall be carried out at the Licensee's expense.

### **18.2 Maintenance of Premises and Enclosed Areas**

The Licensee shall keep the Premises, and shall ensure that the Premises are kept clean and tidy and in good order and condition, having regard to the extent of the Licensee's occupation of the Premises under this Licence.

### **18.3 Licensee to erect barricades etc**

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

### **18.4 No residence on Premises**

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

**18.5 Licensee not to remove material**

- (a) The Licensee shall not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor and the Minister and subject to such conditions as the Licensor may determine.
- (b) Sub-clause 18.5(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any Improvement authorised by or under this Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 18.5(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

**18.6 Licensee not to burn off**

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

**18.7 Rodents and Vermin**

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

**19. ADVERTISING**

- (a) The Licensee shall not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- (b) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 19(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

**20. NOTIFICATION OF ACCIDENT**

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

**21. LICENSEE NOT TO COMMIT NUISANCE ETC**

The Licensee shall not:

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

**22. HAZARDOUS SUBSTANCES**

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

**23. RELICS**

- (a) The Licensee shall not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee shall within 24 hours notify the Licensor and the Director-General of the Department of Environment and Conservation of the existence of such relic place or item.
- (c) The Licensee shall not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub- clause 23(b) without the approval of the Director-General of the Department of Environment and Conservation and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

**24. ARTEFACTS**

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

**25. OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS**

- (a) During the Term of Agreement and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in possession or not, the Licensee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the Licensed property.
- (b) Upon expiry of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.



**26. GENERAL REQUIREMENT TO REPAIR**

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

**27. BREAKAGES**

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

**28. INDEMNITIES AND INSURANCE**

**28.1** The Licensee indemnifies and keeps indemnified the Licensor and their respective officers, servants and agents from all liability incurred by them or any of them and all actions, proceedings, suits, claims and demands whatsoever, which may be brought, maintained, made or prosecuted against them or any of them by any person arising out of or in connection with the use of the Land by the Licensee and against all costs, damages and expenses which may be incurred by the Licensor and their respective officers, servants or agents in defending or settling any such actions, proceedings, suits, claims or demands.

**28.2 Indemnity Continues After Expiration of Licence**

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

**28.3 Exclusion of Consequential Loss**

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

**29. INSURANCE - PUBLIC RISK**

The Licensee shall effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Item 5, of Schedule 1 or such other amount as the Licensor may from time to time reasonably require as the amount payable in respect of liability arising out of any one single accident or event. The Licensor acknowledges that the Licensee may affect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

**30. PROVISIONS RE POLICIES**

(a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.

- (b) The Licensee shall produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Licensee pursuant to this Licence.
- (c) The Licensee shall not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee shall obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee shall use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

### **31. LICENSOR'S WARRANTIES AND COVENANTS**

#### **31.1 Hazardous Chemicals**

The Licensor warrants that it has not received any notice pursuant to the Environmentally Hazardous Chemical Act, 1985 (NSW).

### **32. LICENSOR'S POWERS AND FUNCTIONS**

#### **32.1 Approval by Licensor**

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent shall not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 32.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

### **33. APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS**

#### **33.1 Proportionate Liability**

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

#### **33.2 Licensee to comply with all Commonwealth and NSW State Laws**

- (a) The Licensee shall comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee shall forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent

authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

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

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

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

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

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

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

## **34. NOTICES**

### **34.1 Service of Notice on Licensee**

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

- (a) served personally or left addressed to the Licensee at the address stated in Item 3, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- (b) sent by email to the Licensee's email address stated in Item 3, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor;
- (c) forwarded by prepaid security mail addressed to the Licensee at the address stated in Item 3, of Schedule 1;

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in subclauses 34.1 (a), (b) and (c).

### **34.2 Service of Notice on Licensor**

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

- (a) served personally or left addressed to the Licensor at the address stated in Item 4, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee; or
- (b) sent by email to the Licensor's email address stated in Item 4, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee;

- (c) forwarded by prepaid security mail addressed to the Licensor at the address stated in Item 4, of Schedule 1

and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in subclauses 34.2 (a), (b) and (c).

### 34.3 Notices

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

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**35. PROCEDURE - DISPUTE RESOLUTION**

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.
- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 42 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 40(d).
- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

**MISCELLANEOUS**

**36. NO MORATORIUM**

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

**37. NO WAIVER**

No waiver by a Party of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

**38. NO MERGER**

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

**39. COUNTERPARTS**

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

**40. CONTACT PERSON**

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Items 3 and 4, of Schedule 1 or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

**41. APPLICABLE LAW**

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

**42. NO HOLDING OUT**

The Licensee shall not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor nor shall the Licensee act as or represent itself to be the servant or agent of the Licensor.

**43. WHOLE AGREEMENT**

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

- 44.** The Licensee must provide to the Licensor a set of keys for all locks allowing access to the premises in the case of emergency.

**SCHEDULE 1**

Item	Clause	Column 1	Column 2
1	1	<b>Licensor</b>	<b>QUEANBEYAN-PALERANG REGIONAL COUNCIL</b>
2	1	<b>Licensee</b>	<b>THE QUEANBEYAN PLAYERS INC</b>
3	34.1	<b>Licensee address for service of notices</b>	18 Barrow Street Queanbeyan NSW 2620 (Postal: PO Box 390 Queanbeyan NSW 2620) Phone: 0408 685 341 (Alison Newhouse) Email :alison.newhouse@gmail.com
4	34.2	<b>Licensor address for service of notices</b>	Queanbeyan-Palerang Regional Council 256 Crawford St Queanbeyan NSW 2620 T: 02 6285 6500 E: <a href="mailto:Council@qprc.nsw.gov.au">Council@qprc.nsw.gov.au</a>
5	29	<b>Public Risk Insurance amount</b>	\$20 Million
6	45	<b>Licensor Contact Person</b>	Legal Officer – Legal & Governance Phone: 02 6285 6513 Email: <a href="mailto:Legal@qprc.nsw.gov.au">Legal@qprc.nsw.gov.au</a>
7	45	<b>Licensee Contact Person</b>	Alison Newhouse (M) 0408 685 341 E: <a href="mailto:alison.newhouse@gmail.com">alison.newhouse@gmail.com</a>
8	4	<b>Permitted Use</b>	Theatre costume and prop creation and storage
9	5	<b>Commencement Date</b>	1 May 2022
10	5	<b>Expiry Date</b>	30 April 2024
11	1	<b>Term of Agreement</b>	Two (2) years
12	11	<b>Licence Fee</b>	\$1 (if and when demanded)

End of Schedule 1

**Schedule 2 Special Conditions**

- (a) Insurance policies to be held in accordance with Clause 30 as follows:  
(i) Public Liability Insurance \$20 million

Signed by the Authorised Officer of the  
Queanbeyan-Palerang Regional  
Council in the presence of:

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

\_\_\_\_\_  
Name of Witness

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

\_\_\_\_\_  
Signature of Authorised Officer

\_\_\_\_\_  
Name of Authorised Officer

\_\_\_\_\_  
Office Held

Signed by the Authorised Officer of  
The Queanbeyan Players Inc. in the  
presence of :

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

\_\_\_\_\_  
Name of Witness

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

\_\_\_\_\_  
Signature of Authorised Officer

\_\_\_\_\_  
Name of Authorised Officer

\_\_\_\_\_  
Office Held

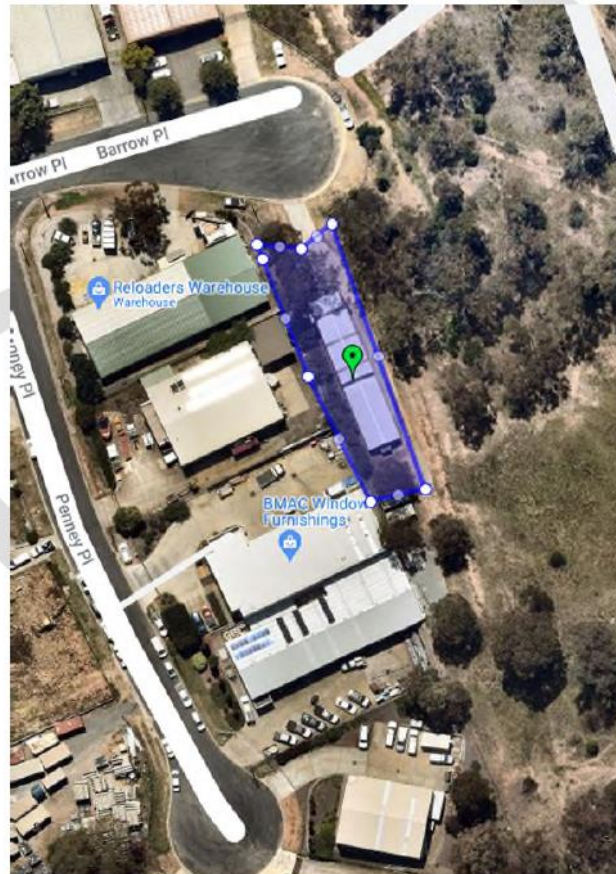


## PREMISES APPENDIX

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE QUEANBEYAN-PALERANG REGIONAL COUNCIL AND THE QUEANBEYAN PLAYERS INC FOR THE PERMITTED USE OF STORAGE AND CREATION OF THEATRICAL PROPS. THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

### Description of Land

Parish	Queanbeyan
County	Murray
Locality	Queanbeyan
Deposited Plan	Lot 13 Deposited Plan 771384
Commencement Date	1 May 2022
Expiry Date	30 April 2024
Plan	As below
Street Address	18 Barrow Place, Queanbeyan



# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

8 JUNE 2022

ITEM 9.8 RENEWAL OF LICENCE TO QUEANBEYAN PLAYERS OVER  
18 BARROW PLACE

ATTACHMENT 2 LETTER OF SUPPORT - QUEANBEYAN PLAYERS EXECUTIVE  
COMMITTEE



## QUEANBEYAN PLAYERS INC

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TO: The Executive Staff  
Queanbeyan Palerang Regional Council

FROM: The Executive Committee  
Queanbeyan Players Inc

SUBJECT: Support letter for Licencing Agreement 18 Barrow Place Queanbeyan

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We are writing to you today in support of our ongoing Licencing Agreement between Queanbeyan Palerang Regional Council and Queanbeyan Players Inc for the property at 18 Barrow Place Queanbeyan.

Queanbeyan Players Inc. are an award winning, community-based, not for profit, self-funded theatre group who have provided Musical Theatre shows in Queanbeyan since 1965 and have been incorporated since 1975. We are the only local musical theatre company currently based in Queanbeyan.

We have been working closely with The Queanbeyan Performing Arts Centre since it opened, with Queanbeyan Players' founding member Norma Roach being one of the major contributors to the proposal and negotiations of the building, and Queanbeyan Players making a significant donation of \$50,000 towards the construction costs. Prior to this we performed many shows at the Bicentennial Hall and other locations around Queanbeyan (Nova Theatre, Queanbeyan High School and the Queanbeyan Uniting Church Hall).

We perform two major musicals at The Q every year, with a passion for providing the Queanbeyan community with affordable accessibility to live theatre, as both audience members and active participants in our productions. These productions also provide employment opportunities for staff at The Q, including professional technical services provided by Eclipse Lighting and Sound.

Community Theatre provides locals with opportunities to be involved in a community organisation and learn new skills; from acting on stage, crewing backstage, or being a part of the production team, to Orchestra, set building, and making costumes and props. Community Theatre enriches the lives of those who take an active part in it, as well as those in the community who benefit from live theatre productions. On either side of the footlights, those involved represent a diversity of age, culture, life experience, and a strong appreciation for the importance of the arts. Queanbeyan Players also provides a stepping stone for local artists to help develop their craft before moving onto professional endeavours. Those involved in previous Queanbeyan Players' shows have included former The Q Program Manager - Stephen Pike, Soprano Louise Keast (now with the Australian Opera Company) and Actors Janelle McMenamin and Andrew Macmillan, among others.

Queanbeyan Players have held a licence for 18 Barrow Place for over 20 years; we have established buildings on this premises which contain set building equipment, set pieces, costumes and props. The Q have also stored two shipping containers on the property at 18 Barrow Place. These have been there for the last 3 years, which provides them storage for their own set pieces.

Queanbeyan Players - being community minded - over the past years have been able to donate part of their ticket sales to local charities in the Queanbeyan area and local surroundings, including Headspace, DVCS, and The Salvation Army to name a few. Last year Queanbeyan Players launched "Christmas At The B", a charity night with the QP Christmas Choir and Blamey St Big Band, which raised much needed funds for The Loadsmans - a Queanbeyan family whose Mother Tasch was battling Motor Neurone Disease. Tasch sadly lost her battle with

MND earlier this year. Her son Tadgh had been involved in Queanbeyan Players' production of *Oliver!* in 2019 and her husband helped with set building and shed maintenance. The event was such a success that Queanbeyan Players have decided to make this an annual event, to help raise money to find a cure for MND and other debilitating diseases.

If Queanbeyan Players Inc. are unable to secure an ongoing licence, this would leave the organisation with little choice but to close shop and move to another region and most likely stage our productions at a separate venue, reducing the opportunities for Queanbeyan locals to be involved in accessible and affordable live theatre both in attendance and participation. Given our long, rich, and successful history in Queanbeyan and our significant want to remain in the region, we hope you consider our application to keep our licence accordingly.

On behalf of the Executive Committee,

Alison Newhouse  
President  
Queanbeyan Players Inc.