



ATTACHMENTS

ORDINARY MEETING AGENDA

THURSDAY, 28 APRIL 2022

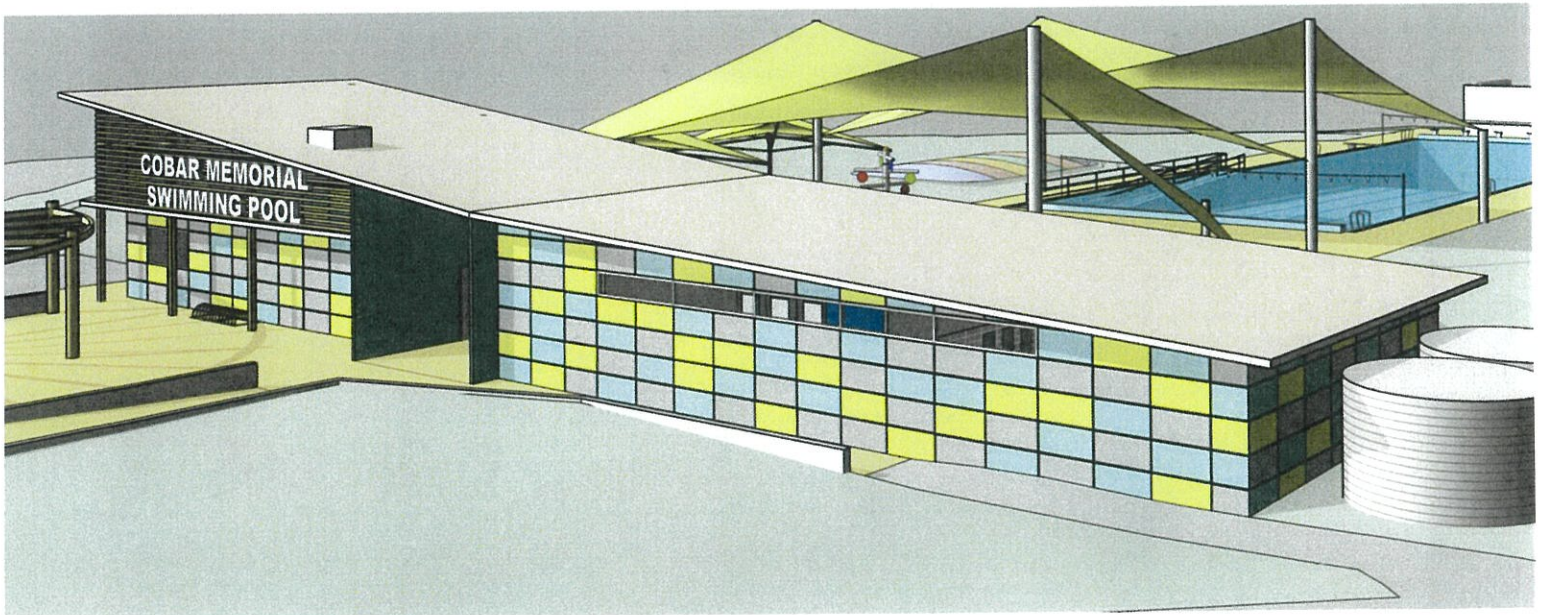
~ REFERENCE TO ATTACHMENTS ~

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Cobar Memorial Swimming Pool Upgrade

Design and Viability Report



Draft
April 2022

Document Control

Job Name: Cobar Memorial Swimming Pool Upgrade
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Document Name: Cobar Memorial Swimming Pool Upgrade - Design and Viability Assessment

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Final v 1.2	21-4-2022



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1. Introduction

Facility Design Group and Xypher Sport and Leisure were engaged by Cobar Shire Council to prepare a concept design and business case for the upgrade of the Cobar Memorial Swimming Pool (CMSP).

This report aims to present key information relating to the proposed design, cost and utilisation of the planned CMSP upgrade options. This information can be used as a preliminary decision-making tool to compare options against the status quo and confirm parameters for a business case to support future funding submissions.

With the review of this report and confirmation of project options, the information it presents along with other material will be used to inform the preparation of a full business case including the development of a cost benefit analysis.

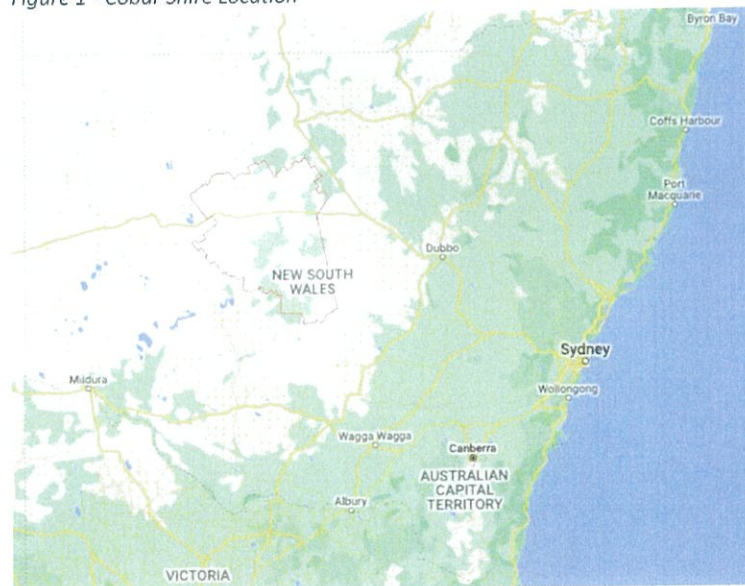
Cobar Shire

Cobar Shire is situated in the centre of New South Wales encompassing an area of around 45,600 square kilometres, about 700kms north-west of Sydney and 650kms north of Canberra.

Cobar is located on the crossroads of three major highways – the Kidman Way linking Melbourne to Brisbane, the Barrier Highway linking Sydney to Adelaide via Broken Hill and the Wool Track linking the Sunraysia area to South East Queensland.

Cobar Shire is home to around 5,000 residents, the majority of whom live in the town of Cobar. Other villages in the Shire are Euabalong and Euabalong West, Murrin Bridge, Mount Hope and Nymagee.

Figure 1 - Cobar Shire Location



1.1. Cobar Memorial Swimming Pool

This section provides an overview of the current facility. The pool originally opened in 1962 and had a major refurbishment in 2007.

The swimming pool complex consists of:

- Outdoor 7 lane 50m Pool
- Program pool
- Wet splash play area
- Waterslide
- 1m Diving Board
- Undercover family BBQ / play area and numerous shade structures

Figure 2 – CMSP Images



Operating Details

Season and Operating Hours

- October & March: Monday-Friday: 6am to 8am and 10am to 6pm; Saturday-Sunday and Public Holidays: 10am to 7pm.
- November & February: Monday-Friday: 6am to 8am and 10am to 7pm; Saturday-Sunday and Public Holidays: 10am to 7pm.
- December & January: Monday-Friday: 6am to 8am and 10am to 8pm; Saturday-Sunday and Public Holidays: 10am to 8pm.

ONE OFF ADMISSION

CHILD 3 AND UNDER*	FREE
CHILD 4-17YEARS	\$3.00
AGED PENSIONER**	FREE
ADULT	\$5.50
SPECTATOR***	\$3.00
NON-SWIMMING PARENT	FREE
SCHOOL GROUP pp****	FREE
COUNCIL FUNCTION	\$2.00

FULL SEASON PASSES

CHILD 4-17YEARS	\$80.00
ADULT	\$150.00
FAMILY per Medicare Card	\$300.00
2 WEEK PASS - ADULT	\$50
(Jan & Dec) - CHILD	\$30

HALF SEASON PASSES

AVAILABLE FROM THE 1ST FEBRUARY

CHILD 4-17YEARS	\$40.00
ADULT	\$75.00
FAMILY per Medicare Card	\$150.00

Attendance Trends

CMSP attendance fluctuates season to season and, like all pools, recent seasons have been impacted by COVID-19. The facility hit a peak of visitation in 2017/18 at over 33,000 visits. Visitation for the past four seasons is shown in the table below.

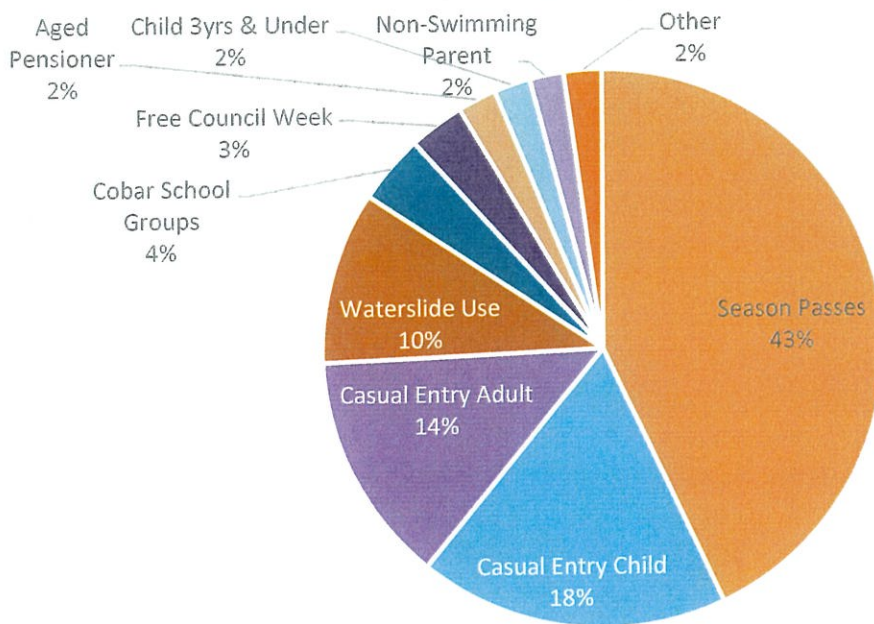
Table 1 - Recent Annual Attendance

Year	Attendance
2017/18	33,547
2018/19	26,904
2019/20	15,737
2020/21	21,751

The current centre management advised that 25,000 is a realistic estimate of 'typical' annual visitation. This equates to over five visits per head of population.

The following figure shows the visitation breakdown for the last completed season (2020/21).

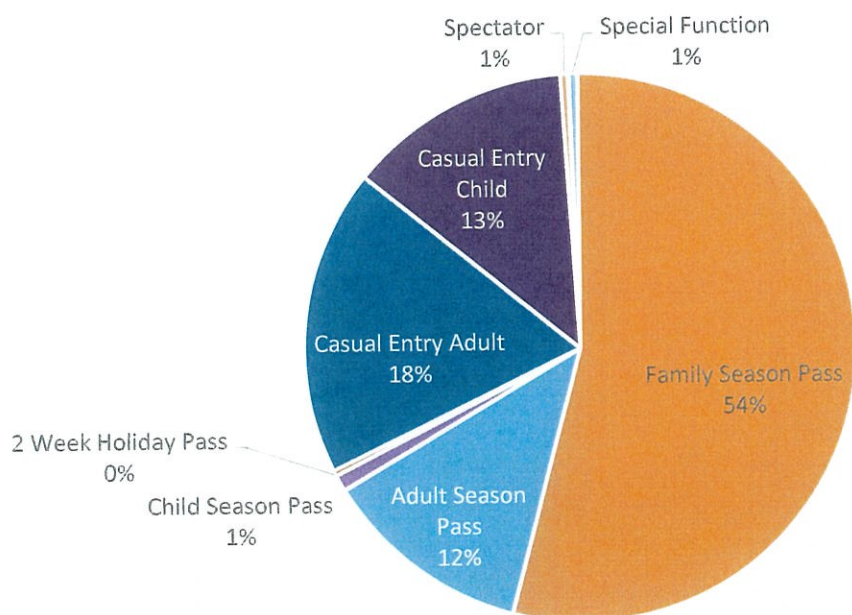
Figure 3 - Visitation Breakdown



This shows that the largest proportion of visits is made up of season pass holders.

Revenue for the facility includes general entry (\$90,000), programs (\$20,000) and kiosk sales (\$90,000). The following figure shows the breakdown of revenue by type.

Figure 4 - General Entry Revenue Breakdown



Season passes make up 67% of all entry income compared to being 43% of all visitation.

Council currently operates the facility via a contract with a third-party provider. Under this model there is a split between expenditure sharing as shown in the table below:

Table 2 - Annual Expense Items

Exp Items	Responsibility	Annual Budget Allowance
Utilities	Council	\$ 90,000
Major Maintenance	Council	\$ 25,000
Capital Maintenance	Council	\$ 40,000
Plant	Council	\$ 12,000
Staff	Contractor	\$ 198,000
Chemicals	Contractor	\$ 18,000
Minor Maintenance	Contractor	\$ 5,000
Business Exp	Contractor	N/A

1.2. Background

As noted previously the original facility was constructed in 1962. The complex had a partial upgrade in 2007 which was undertaken by 'Swimplex' which focussed on the pools. No significant upgrade was made to the surrounds or plant rooms.

Council has provided a summary of the current facility condition and areas that need attention as follows:

- The main pool is beyond its economic life (Myrtha lining ten years of age) with chipped and failed to seal tiling which is dated and indicating a requirement for a general refurbishment.
- There is no roofing over main building including toilet / change room / shower area, which on frequent hot days the area becomes too hot use.
- The kiosk is limited in size and has no food preparation area and is difficult to clean.
- There is insufficient site storage.
- Disability access, including showering facilities and the accessible toilet and parent change room (combined) are currently out of the way and therefore presents a non-inclusive perception within the community.

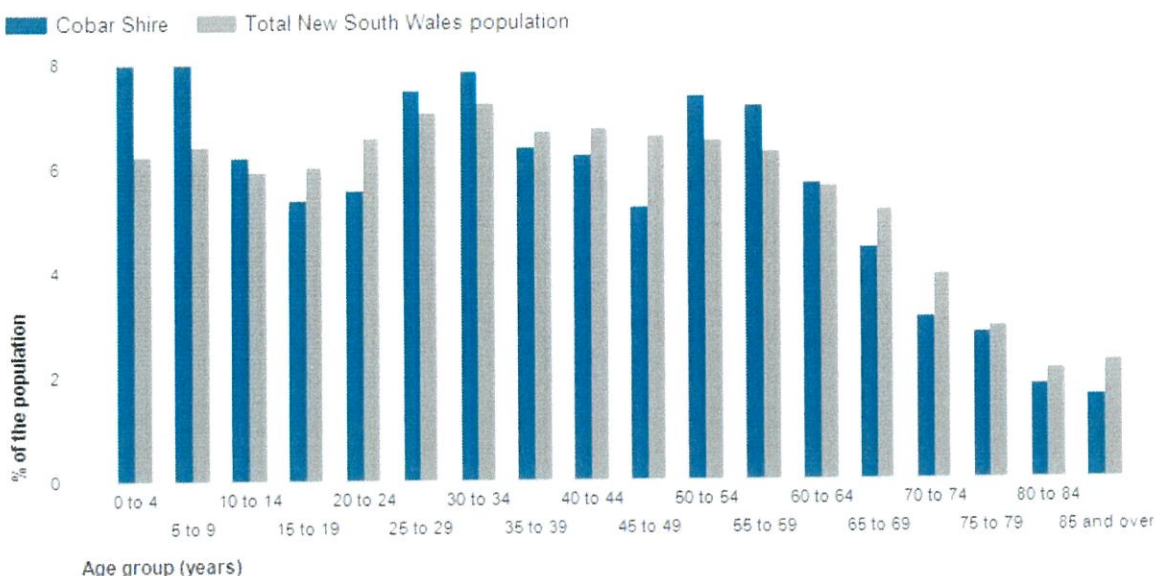
2. Community Review

The following section provides an overview of demographic and community consultation.

2.1. Demographic Review

In 2016, the population of Cobar Shire was 4,642, of which 295 (6.4%) were born overseas.

Figure 5 - Population Age Profile (5 year groups)



id

Dominant Groups

Analysis of the five year age groups of the population in Cobar Shire compared to New South Wales population shows that in 2016 there was a higher proportion of people in the younger age groups (under 15) and a lower proportion of people in the older age groups (65+).

Overall, 22.1% of the population was aged between 0 and 15, and 13.6% were aged 65 years and over, compared with 18.5% and 16.3% respectively for New South Wales population.

The major differences between the age structure of the Cobar Shire population and New South Wales total population were:

- A larger percentage of persons aged 0 to 4 (8.0% compared to 6.2%)
- A larger percentage of persons aged 5 to 9 (8.0% compared to 6.4%)
- A smaller percentage of persons aged 45 to 49 (5.2% compared to 6.6%)
- A smaller percentage of persons aged 20 to 24 (5.6% compared to 6.5%)

Emerging Groups

From 2011 to 2016, Cobar Shire's population decreased by 57 people (1.2%). This represents an average annual population change of -0.24% per year over the period.

The largest changes in the age structure in this area between 2011 and 2016 were in the age groups:

- 45 to 49 (-115 persons)
- 30 to 34 (+63 persons)
- 15 to 19 (-50 persons)
- 55 to 59 (+50 persons)

2.2. Community Engagement

Council and Facility Design Group undertook a series of community consultation sessions in February 2022. The included two community sessions, a Council staff meeting and a 'Youthie' group meeting.

Facility Design Group provided a presentation of previous projects and key design learnings with examples to stimulate discussion with the groups. They then presented a preliminary concept for review and discussion.

Summary notes for these sessions are as follows: -

Community Session 1

- Create more shade
- Move the playground inside pool fence instead of outside the complex
- New fence and landscaping
- Consider heated pool or half closed/enclosed program pool (Stage 2?)
- Look at expanding rooms 4 and 5

Council Staff Session

- Consider upgrade of swimming club house as well
- Upgrade fences and tree landscape (important!)
- Entry is very hot and plants struggle to grow, need shade
- Consider more than one turn style at entry
- Struggle with staffing- someone to let people in and serving the canteen.
- Make staffing arrangements more efficient with one staff to serve kiosk and manage entry at appropriate times
 - tighter relationship between kiosk and canteen.
- Need dry family change areas for school kids etc.
- Playground inside facility rather than outside (locate on South side)
- Current canteen area gets very hot from western sun, need more shade areas

Youth Representatives

- Look at installing bigger diving board
- Keep little diving board
- Consider playground- climbing wall, jumping pillow
- Consider Heated pool (25m)
- Design café to cater for breakfast
- Consider club house improvements
- Bigger water park- add more fun to the little pool
- Install proper blocks/jumping blocks-upgrade diving blocks
- Shade at the deep end for diving area
- More shelters
- More tree planting (appropriate trees)
- More umbrellas
- Better spot for pool covers (little pool covers)- currently on side

- Little pool covers (storage room) - need size
- Half basketball court + charging station for older kids.

Community Session 2

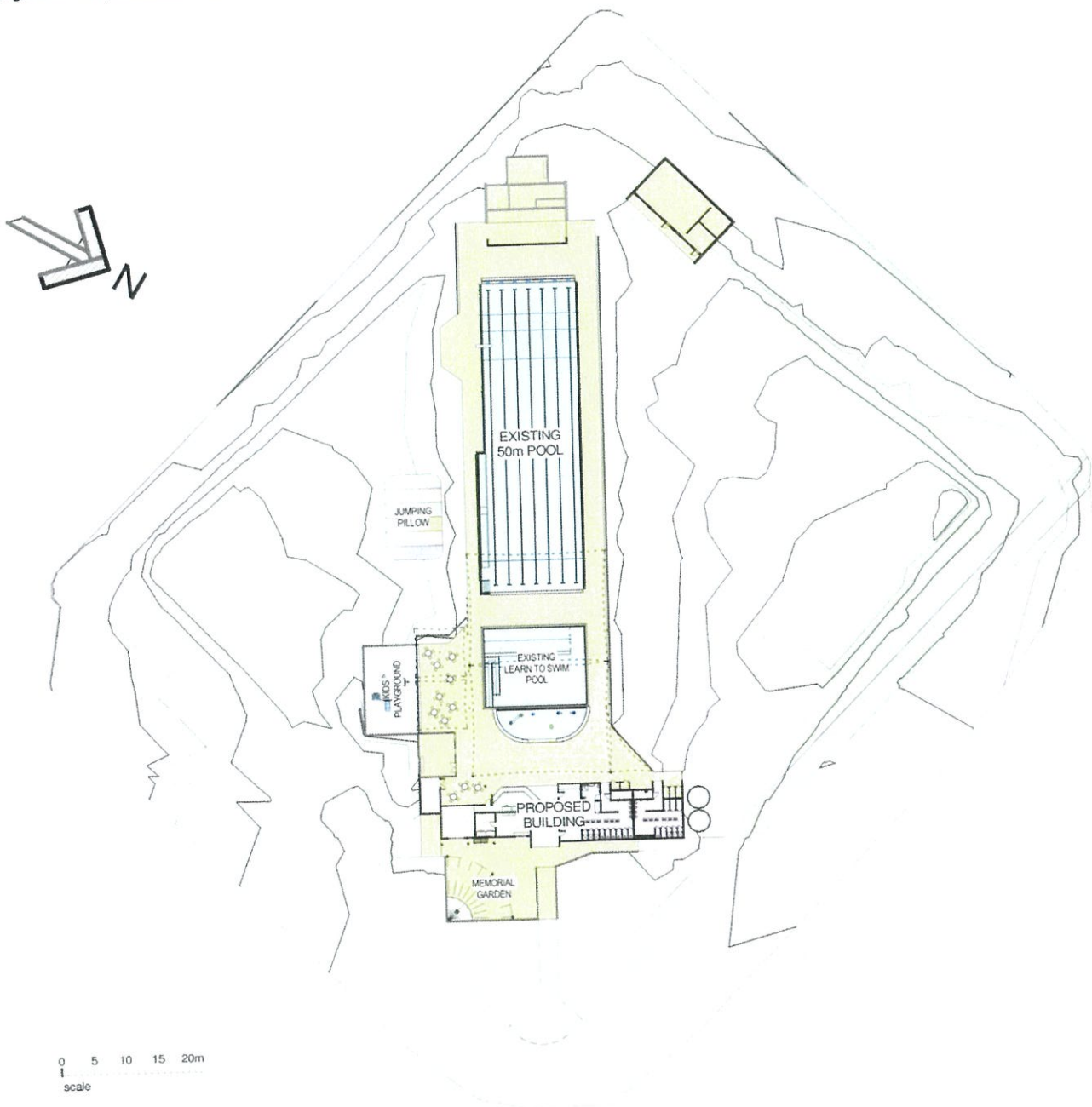
- Address limited view from admin area > glass windows
- Separation of BBQ area for community groups/private functions
- Modelling on shade- including existing shade.
- Need toilet in swimming club room
- If swimming club house was going to be 'new', closer to the front would be better.
- Little pool covers- need storage (Western side)- need modern cover.
- Kitchen needs A/C
- 25m heated pool- future stage, 4 lane heated pool. 'Pencil it in.'
 - Could replace the little pool into the future?
 - Need 'Learn to Swim.'
 - 80-100 people at CSA needing Hydrotherapy.
- Youth Hub- Half basketball court, chairs, hang out and charging station.

3. Concept Design Options

In response to Council's project brief and consideration of community consultation sessions, Facility Design Group prepared two concept options.

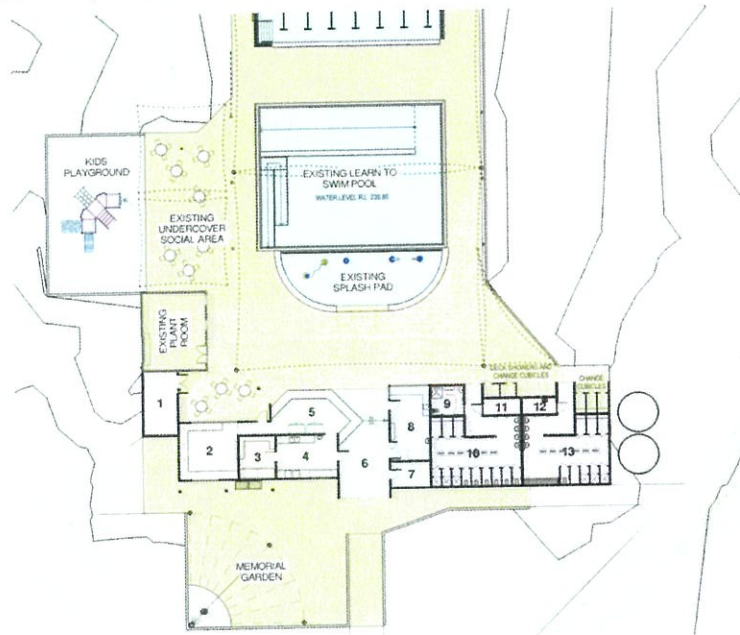
The first addressing core issues with the entry, kiosk, amenities and staff facilities. The second option is effectively a potential stage 2 which could include the addition of an indoor 'multipurpose' pool to replace the current outdoor program pool.

Figure 6 - Proposed Site Plan



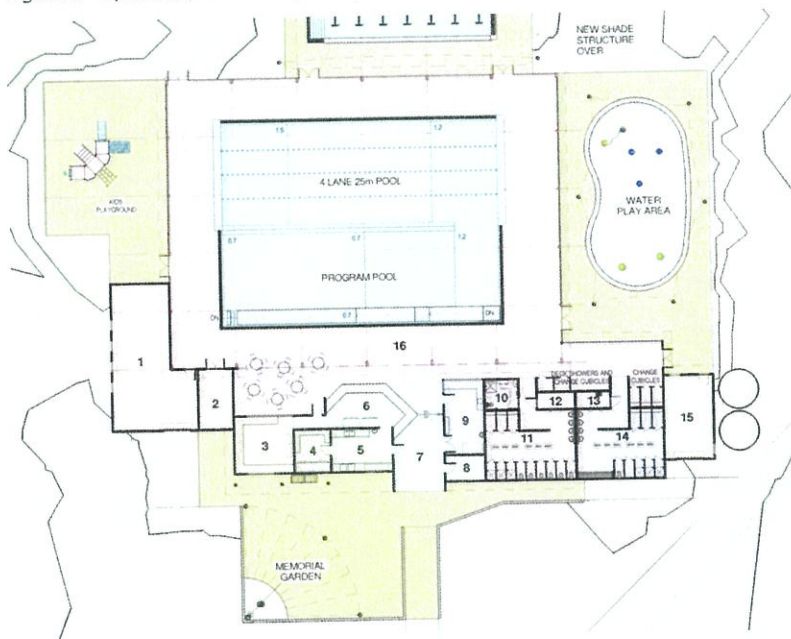
The floor plan and area schedule for each option are shown below with full plans provided in Appendix A.

Figure 7 - Option 1 (Stage 1) Floor Plan



#	Name	Area
1	STORE	18 m ²
2	ADMIN	28 m ²
3	DRY STORE	13 m ²
4	KITCHEN/ KIOSK	22 m ²
5	CONTROL DESK	32 m ²
6	ENTRY	40 m ²
7	MAIN SWITCH ROOM	8 m ²
8	WATER TEST AND FIRST AID	24 m ²
9	ACCESS CHANGE 1	8 m ²
10	FEMALE AMENITIES	55 m ²
11	HWS STORE	5 m ²
12	CLEANER	5 m ²
13	MALE AMENITIES	53 m ²

Figure 8 - Option 2 (Full Development) Floor Plan



1	PLANT ROOM 1	84 m ²
2	STORE	17 m ²
3	ADMIN	28 m ²
4	DRY STORE	13 m ²
5	KITCHEN/ KIOSK	22 m ²
6	CONTROL DESK	32 m ²
7	ENTRY	40 m ²
8	MAIN SWITCH ROOM	8 m ²
9	WATER TEST AND FIRST AID	24 m ²
10	ACCESS CHANGE 1	8 m ²
11	FEMALE AMENITIES	55 m ²
12	HWS STORE	5 m ²
13	CLEANER	5 m ²
14	MALE AMENITIES	53 m ²
15	PLANT ROOM 2	34 m ²
16	POOL HALL	1051 m ²

3.1. Capital Cost Estimates

Capital costs based on the concept designs have been developed by Facility Design Group and are shown in the table below.

Figure 9 - Cost Estimate Summary

	Option 1 Stage 1 Only	Option 2 Full Development
Construction Costs	\$1,662,650	\$7,410,050
Preliminaries	\$232,771	\$1,037,407
Contingency	\$166,265	\$741,005
Professional fees, Authority Fees, Certification	\$232,771	\$741,005
Total	\$2,294,457	\$9,929,467

Detailed cost breakdowns for each option are shown in Appendix B.

The cost plans show a difference of \$7,635,010 between Option 1 and Option 2. Option 2 being 333% more than Option 1.

In addition to initial capital expense, allowances would need to be made for asset renewal over the lifetime of the assets. Without a specific management plan, an indicative guide for annual allowances for these facilities usually ranges between 1% and 2% of capital expense.

4. Financial Models

This section presents a range of models to demonstrate likely high-level costs and outputs for each option in order for comparison and evaluation. These will be used as inputs for the full business case to follow this report.

4.1. Operating Model

Council currently operates the facility via a contract with a third-party provider. Under this model there is a split between revenue and expenditure sharing as follows:

- Revenue
 - Contractor is paid a management fee and receive kiosk and learn to swim revenue
 - Council receives gate revenue
- Expenditure
 - Contractor pay for staff, chemicals, minor maintenance, insurance, general business supplies (computers, printing , internet, etc.)
 - Council pays for utilities, major maintenance, capital renewal, plant hire.

In order for a full economic appraisal to be completed, the models below provide a 'wholistic' or combined view. For the Business as Usual (BAU) Case, the current operating results have been assumed with Option 1 and Option 2 models based on similar base assumptions for comparison purposes. For the development options (1 and 2), the following assumptions have been made:

- Visitation
 - Option 1 - Increase of 20% over current (accounts for improved facility quality and service offerings)
 - Option 2 – Increase of 25% over Option 1 (accounts for indoor facility and year round operation)
- Revenue
 - Adjustments in revenue items based on visitation assumptions
- Expenditure
 - Option 1 – minor increase in overall expenditure based on small operational changes
 - Option 2 – Increases in staff costs and management fee for year round operation, increase in chemicals and utilities for larger and indoor program pool

The result of these models is shown below as indicative annual amounts for a 'typical' year.

Table 3 – Indicative Operational Model - Annual

Item	BAU Option	Option 1 (Stage 1 Only)	Option 2 (Stage 1+2)
Visitation	25,000	30,000	37,500
Revenue			
General Aquatic	\$90,000	\$103,500	\$124,200
Aquatic Programs	\$20,000	\$22,000	\$27,500
Café + Merchandise	\$90,000	\$108,000	\$129,600
Total Revenue	\$200,000	\$233,500	\$281,300
Expenditure			
Staff Costs	\$198,000	\$198,000	\$297,000
Management Fee	\$30,000	\$30,000	\$60,000
Operating Costs	\$60,000	\$53,750	\$64,750
Cost of Goods	\$45,000	\$54,000	\$64,800
Utilities	\$90,000	\$90,000	\$157,500
Total Expenditure	\$423,000	\$425,750	\$644,050
Operating - surplus/(deficit)	(\$223,000)	(\$192,250)	(\$362,750)
Cost Per Visit	\$(8.92)	\$(6.41)	\$(9.67)

This model indicates that Option 1 is likely to provide the best operational value both in terms of financial result and value compared to potential visitation.

4.2. Preliminary Evaluation Model

In order to develop a basis to indicatively compare the options, costs and outcomes should be viewed over a 20 year period including original capital expense, operational costs and asset renewal against estimated visitation. To facilitate a balanced comparison, the following allowances and assumptions have been made:

- The BAU Option assumes that the existing buildings, proposed to be replaced under options 1 and 2, would need to be upgraded and renewed to meet current standards and expectations to address noted issues and maintain service.
 - An indicative cost for upgrading the existing front of house buildings of \$1.4m has been assumed.
- Given that Option 2 effectively renews the program pool, water play and associated plant room, then an assumed cost for replacement of these in the BAU Option and Option1 models needs to be included.
 - An indicative cost of \$1.25m has been assumed for this purpose.
- Renewal allowance of 1% of capital per annum has been allowed for all new assets and 1.25% for upgraded assets (in the BAU Option).

The result of this model is shown in the table below.

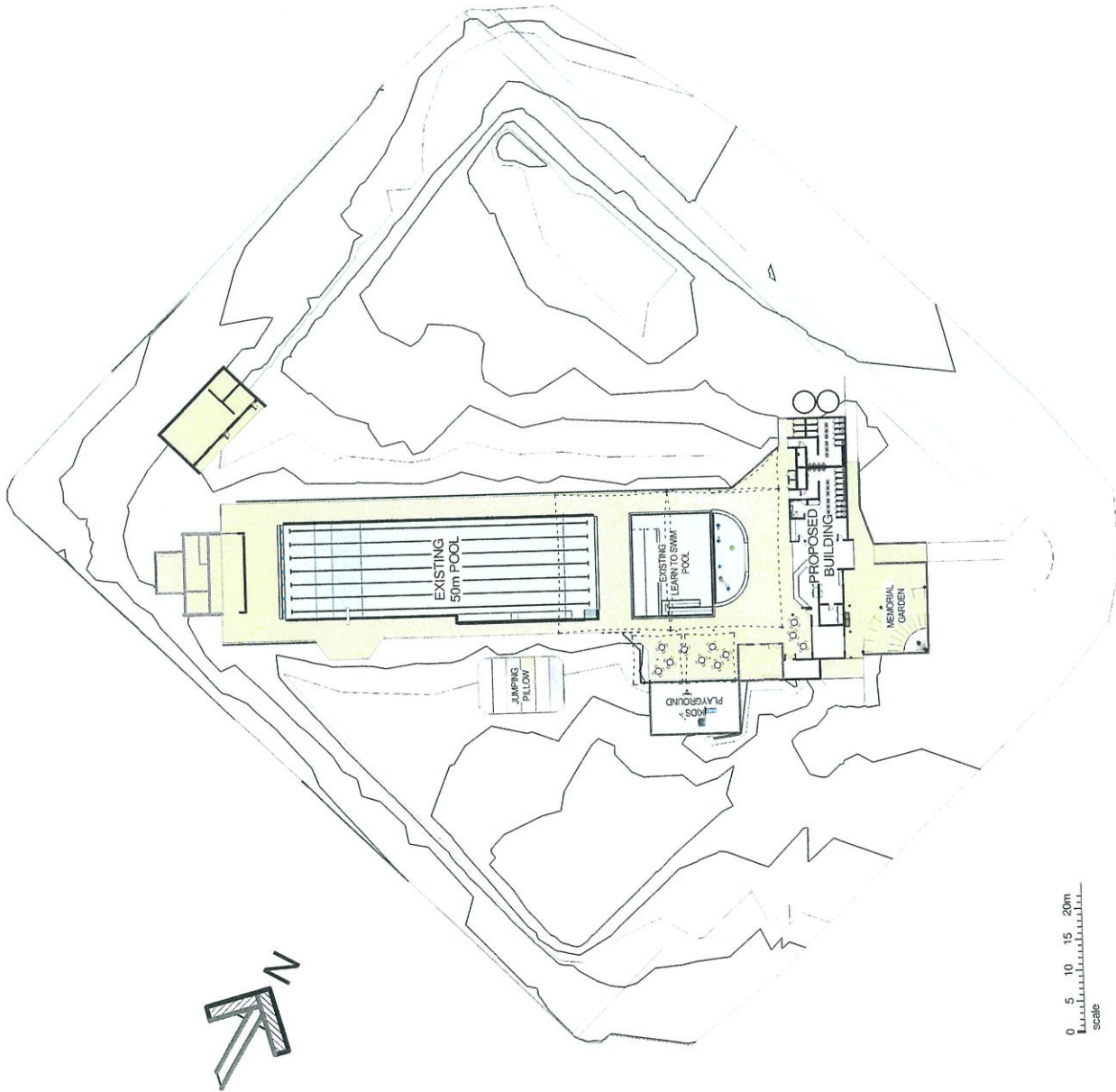
Table 4 - Preliminary Option Evaluation Model

Item	BAU Option	Option 1 (Stage 1 Only)	Option 2 (Stage 1+2)
Construction Costs	\$1,400,000	\$2,294,457	\$9,929,467
20 Year Asset Renewal Allowance	\$350,000	\$458,891	\$1,985,893
Replace exist LTP, zero depth and plant	\$1,250,000	\$1,250,000	
LTP Asset Renewal	\$250,000	\$250,000	
20 Year Capital Costs	\$2,000,000	\$3,003,348	\$9,293,962
20 Year Operational Costs	\$4,460,000	\$3,845,000	\$11,915,360
20 Year Overall Total	\$6,460,000	\$6,848,348	\$19,170,360
20 Year Cost Per Visit	\$12.92	\$11.41	\$25.56

This model demonstrates that:

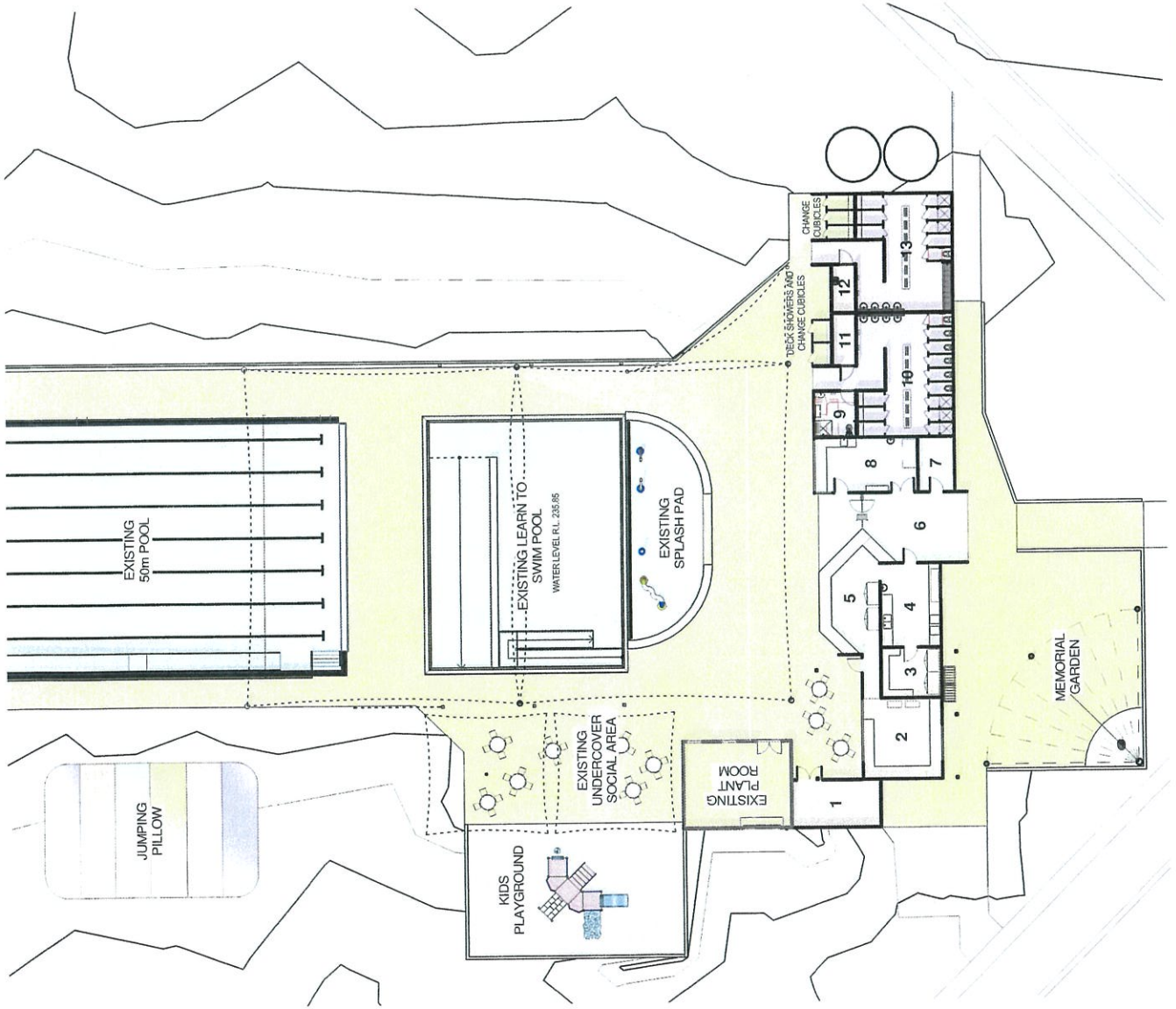
- Although Option 1 has a higher capital and overall cost than the BAU Option, it has a lower operational cost and delivers better overall value compared to visitation.
- Option 2 delivers the highest visitation, but also a much higher capital and operational cost, therefore, delivering the lowest value per visit.

Appendix A - Concept Design



SITE PLAN
1 : 750

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	<p>DATE 28.11.07</p>	<p>JOB No. W325</p>	<p>DRAWING No. A050</p>	<p>SCALE 1 : 750</p>



#	Name	Area
1	STORE	18 m ²
2	ADMIN.	28 m ²
3	DRY STORE REFRIDGERATION	13 m ²
4	KITCHEN/ KIOSK	22 m ²
5	CONTROL DESK	32 m ²
6	ENTRY	40 m ²
7	MAIN SWITCH ROOM	8 m ²
8	WATER TEST AND FIRST AID	24 m ²
9	ACCESS CHANGE 1	8 m ²
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11	HWS STORE	5 m ²
12	CLEANER	5 m ²
13	MALE AMENITIES	53 m ²



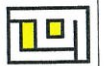
FLOOR PLAN

1:300



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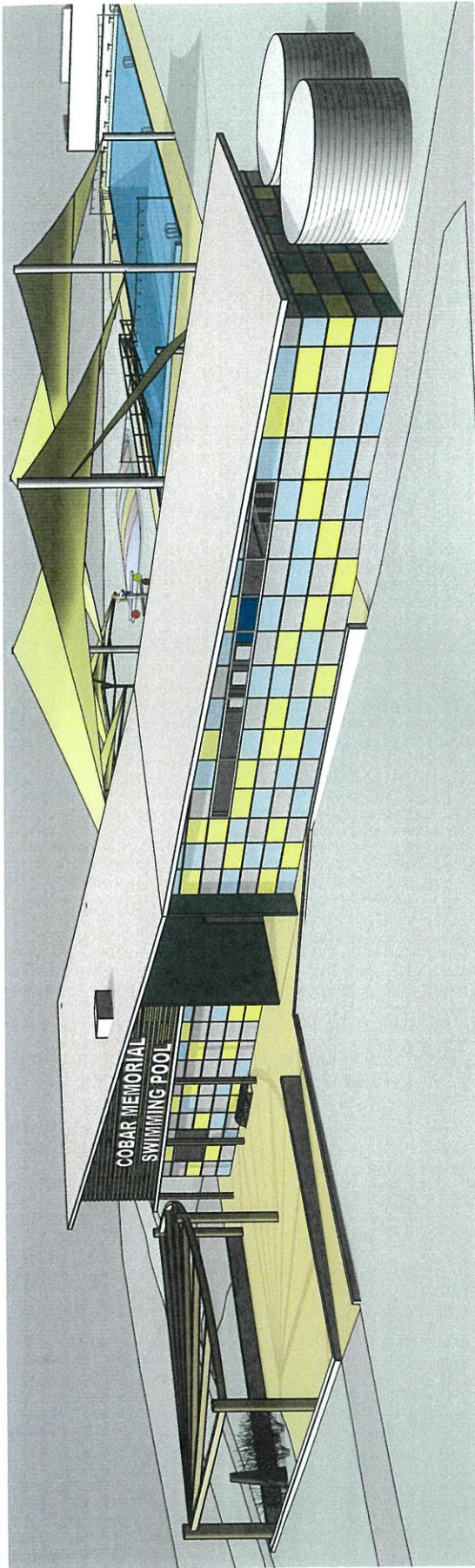


PROJECT
COBBAR MEMORIAL SWIMMING POOL - STAGE 1
Cnr Murray St. & Prince St., Cobbar

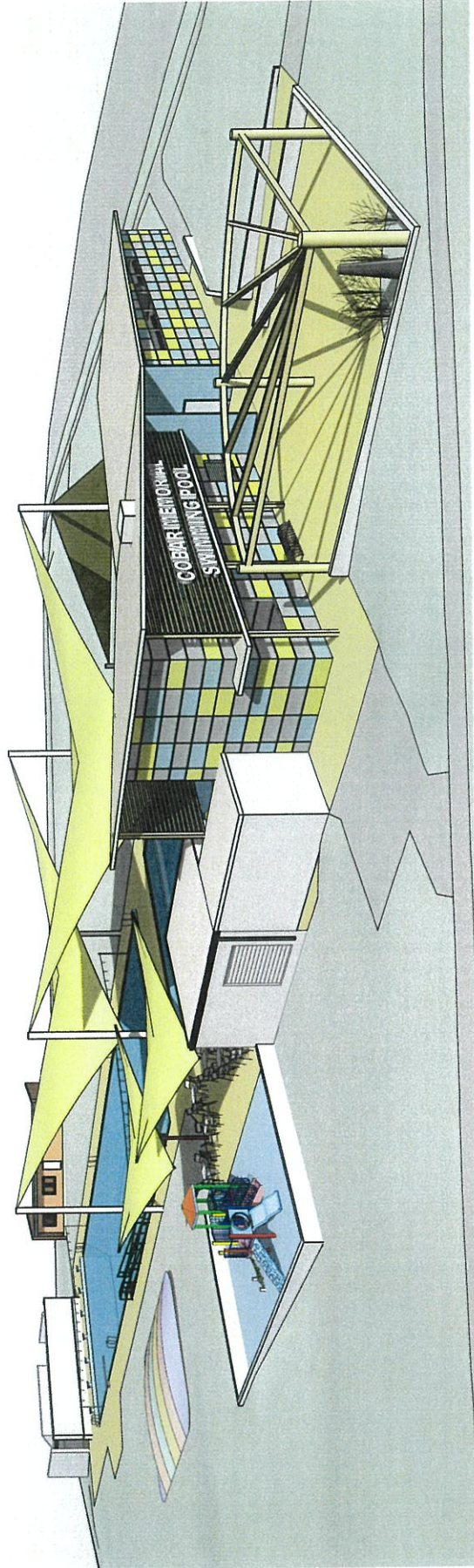
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northern overall



eastern overall



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COBAR MEMORIAL SWIMMING POOL- STAGE 1
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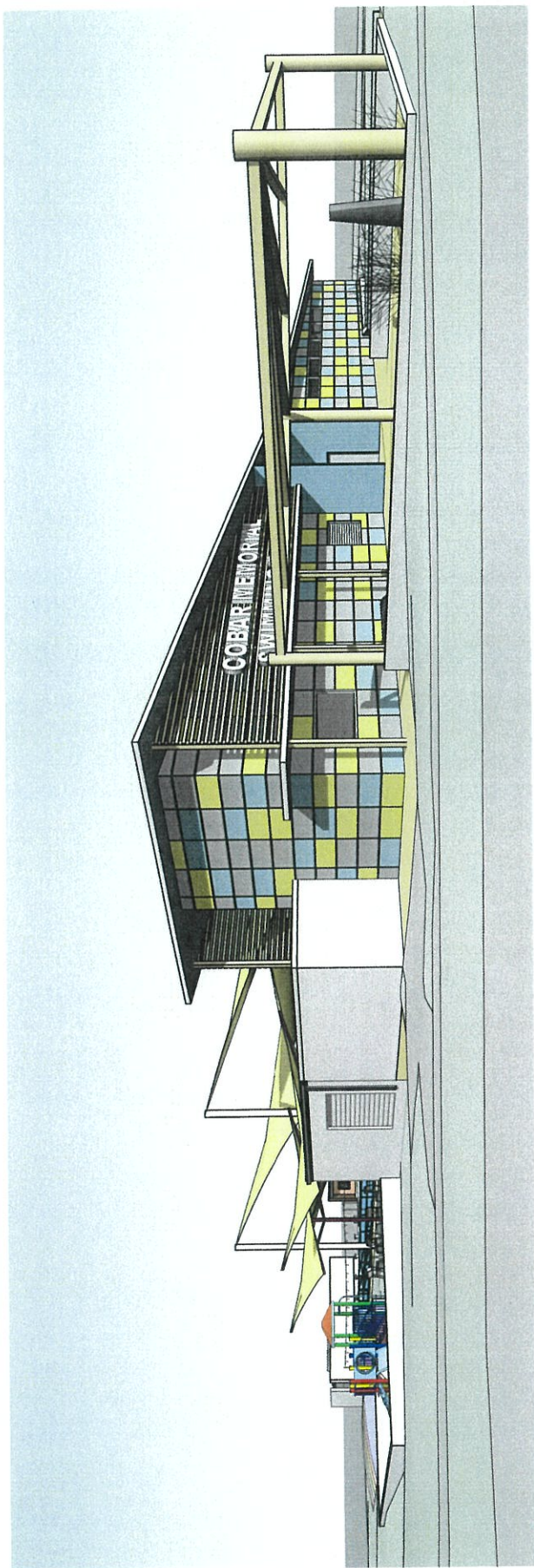
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SCALE

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eastern view

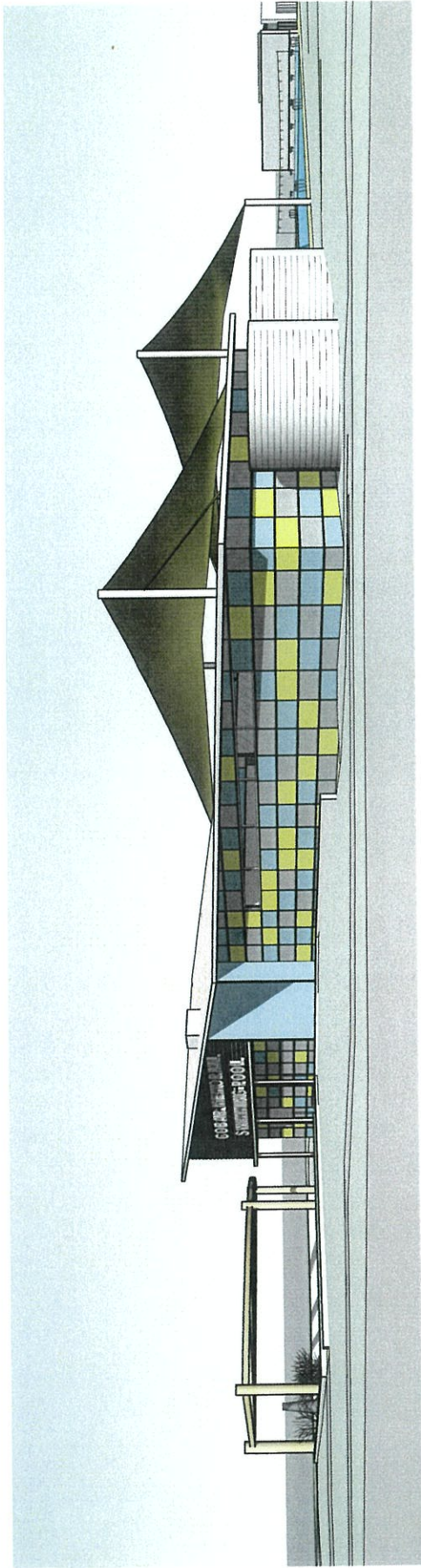


north eastern view

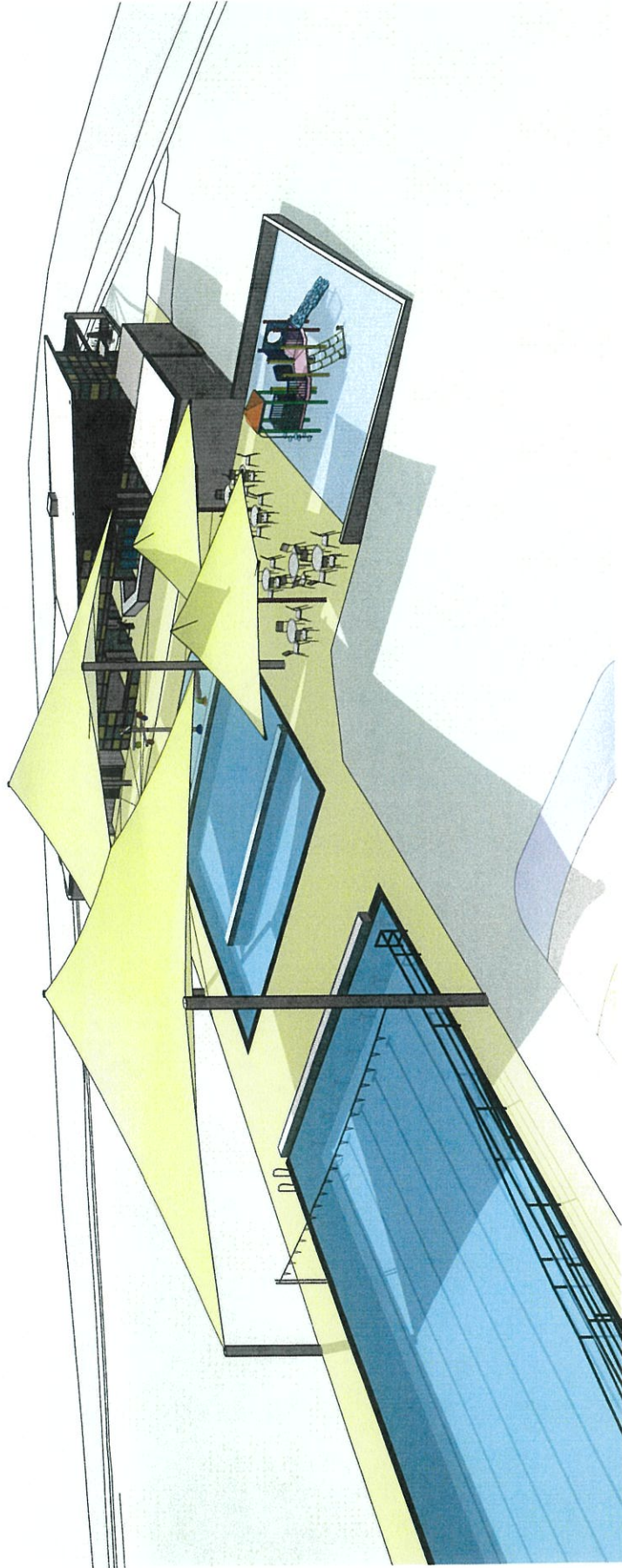
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northern view



southern overall view



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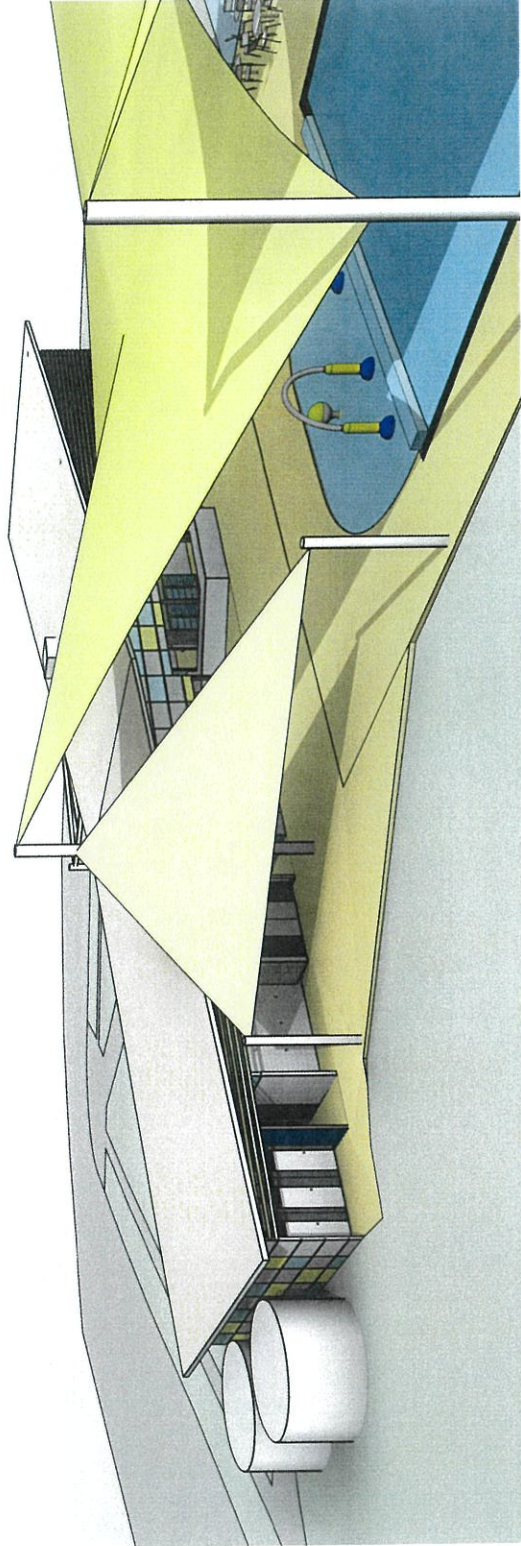
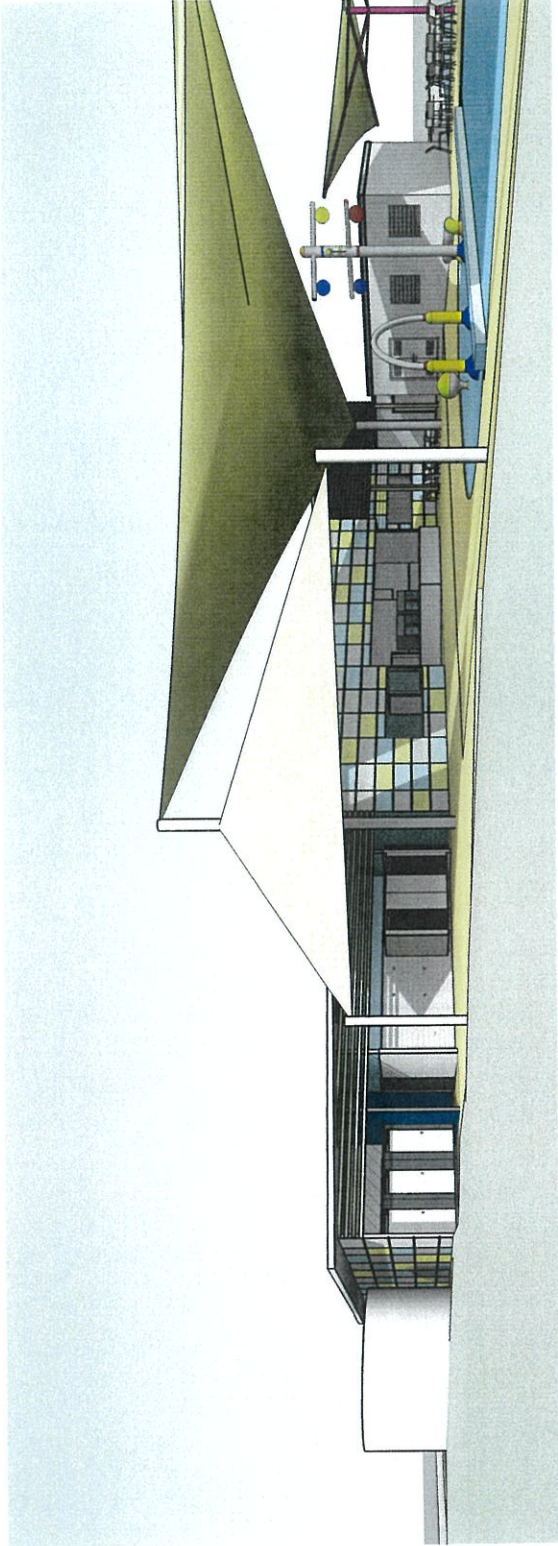
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COBARR MEMORIAL SWIMMING POOL- STAGE 1
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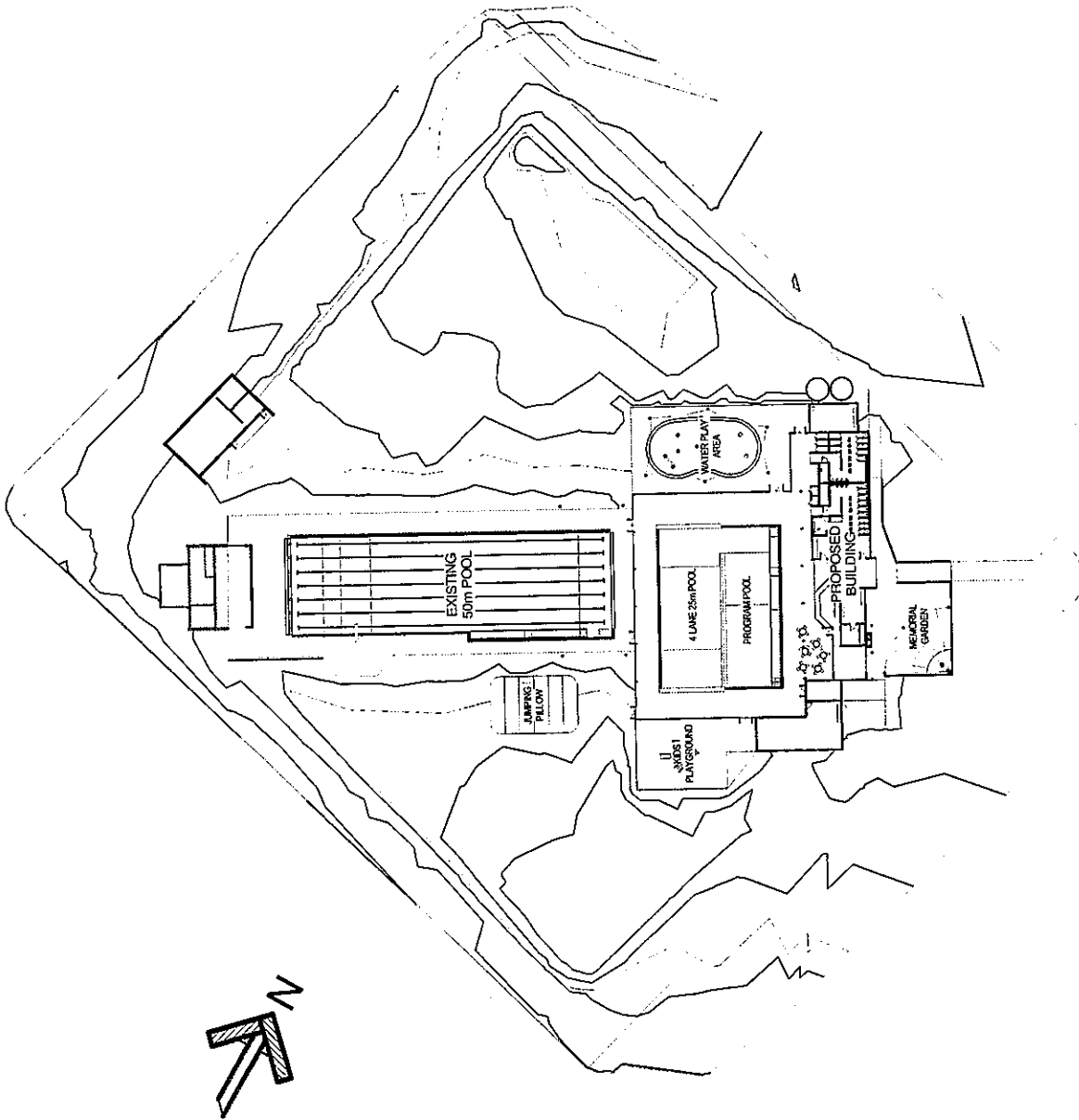
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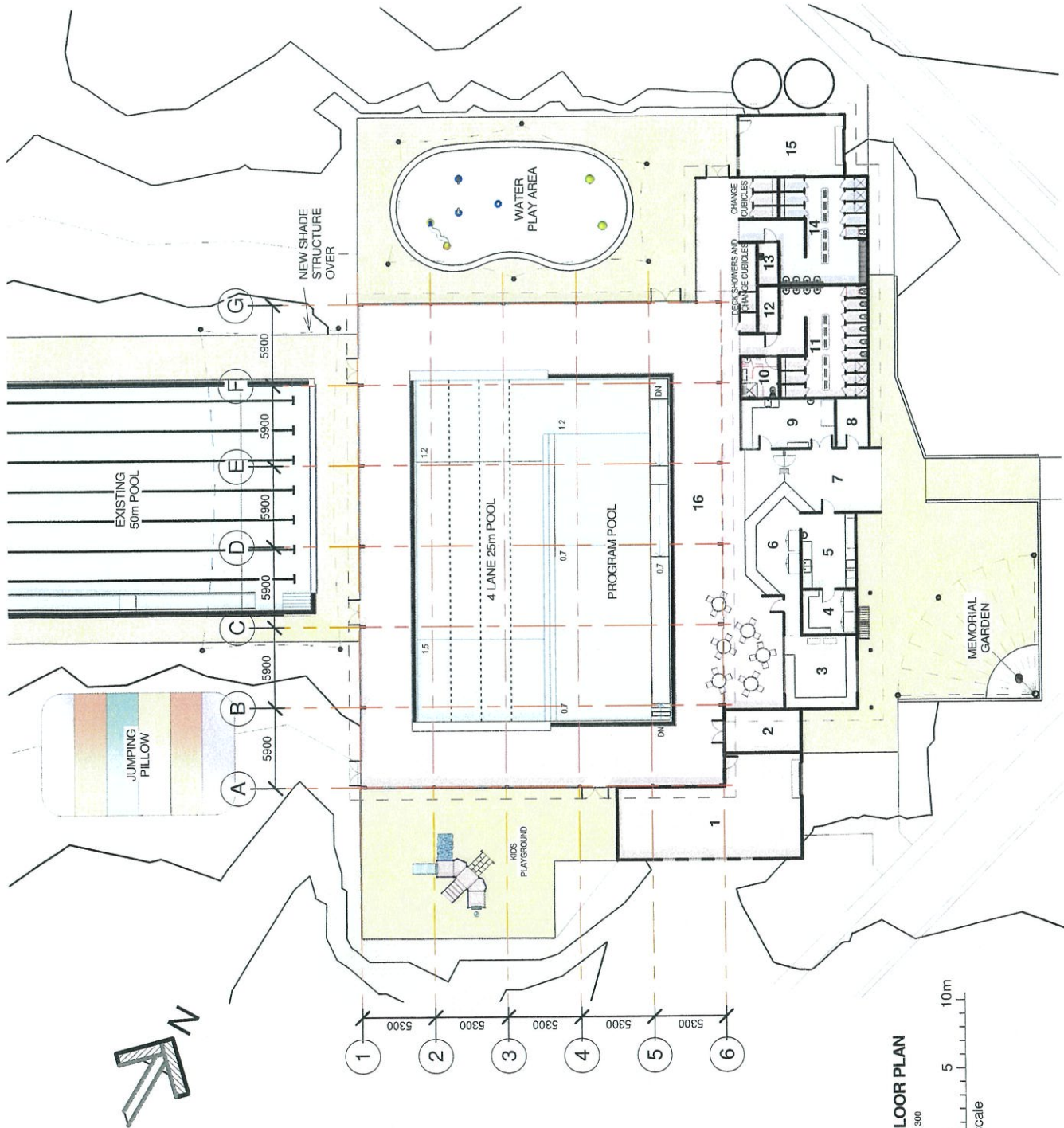
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0 5 10 15 20m
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SITE PLAN
 1:750

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1	PLANT ROOM 1	84 m ²
2	STORE	17 m ²
3	ADMIN.	28 m ²
4	DRY STORE	13 m ²
5	REFRIDGERATION	22 m ²
6	KITCHEN/ KIOSK	32 m ²
7	CONTROL DESK	40 m ²
8	ENTRY	8 m ²
9	MAIN SWITCH ROOM	24 m ²
10	WATER TEST AND FIRST AID	8 m ²
11	ACCESS CHANGE 1	55 m ²
12	FEMALE AMENITIES	5 m ²
13	HWS STORE	5 m ²
14	CLEANER	53 m ²
15	MALE AMENITIES	34 m ²
16	POOL ROOM 2	1051 m ²

FLOOR PLAN
1 : 300
0 5 10m
scale

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FLOOR PLAN

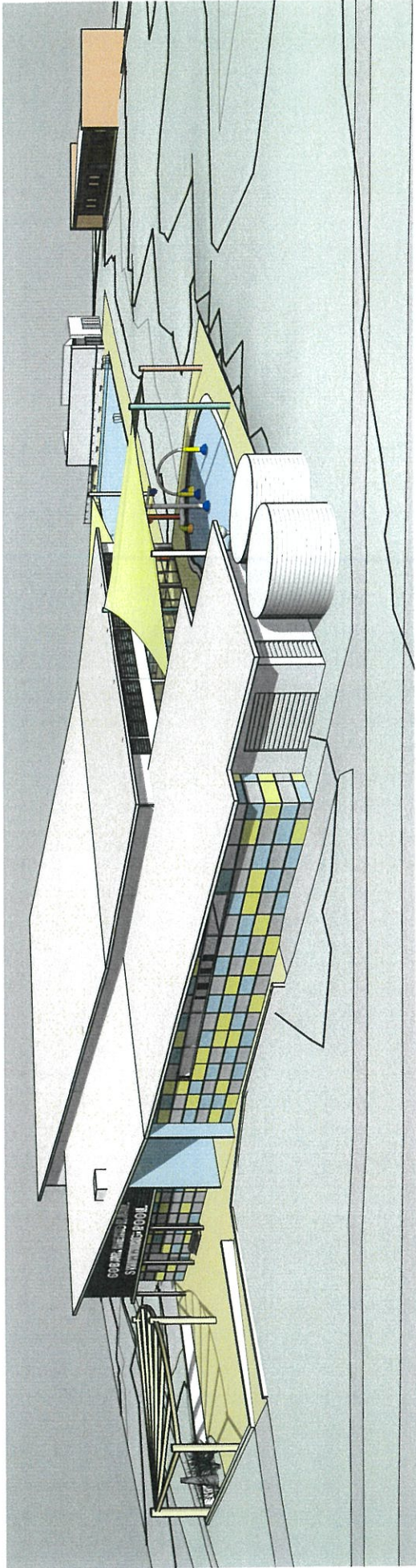
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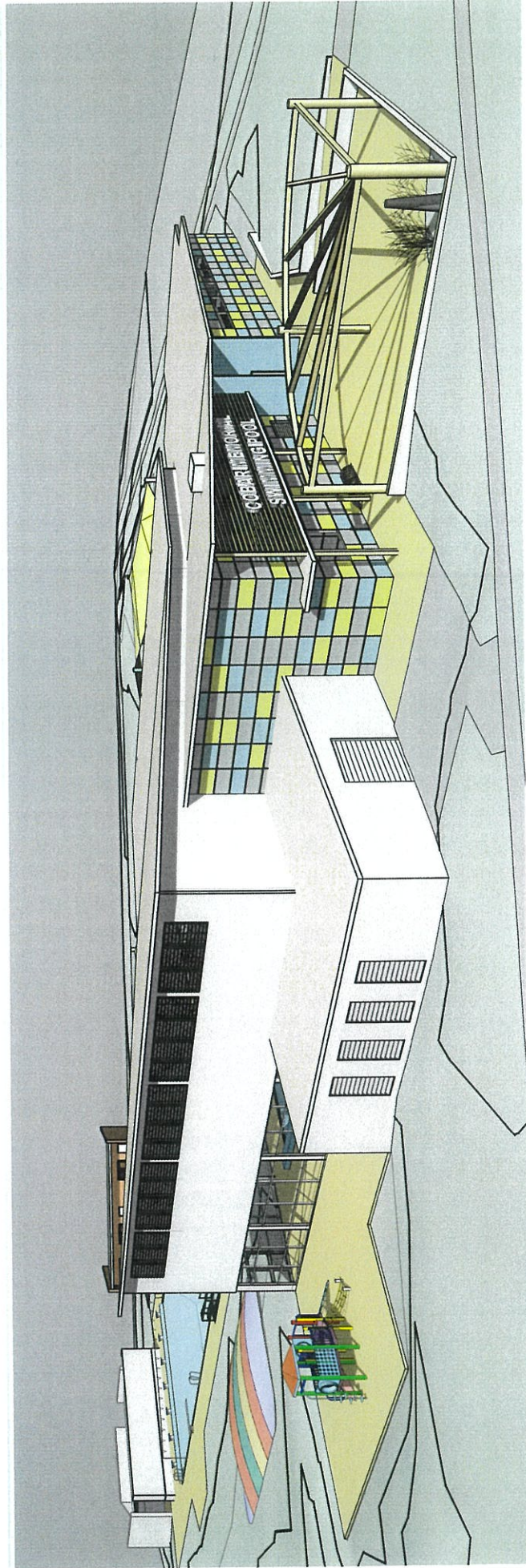
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JOB NO. W025

REVISION



northern overall



eastern overall

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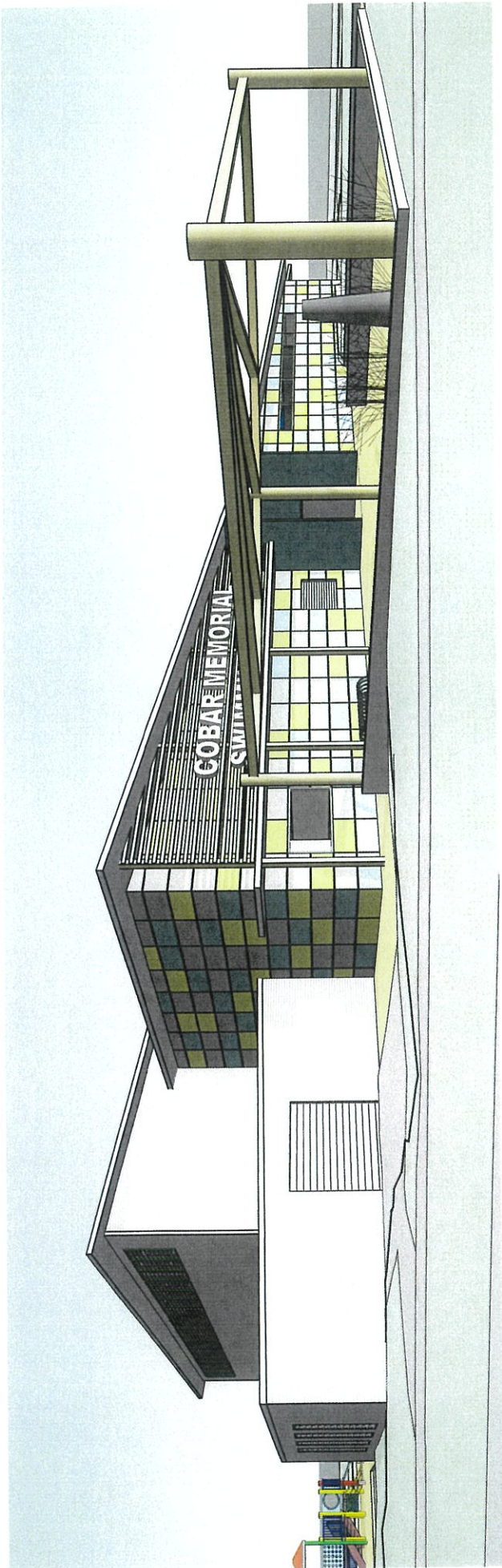
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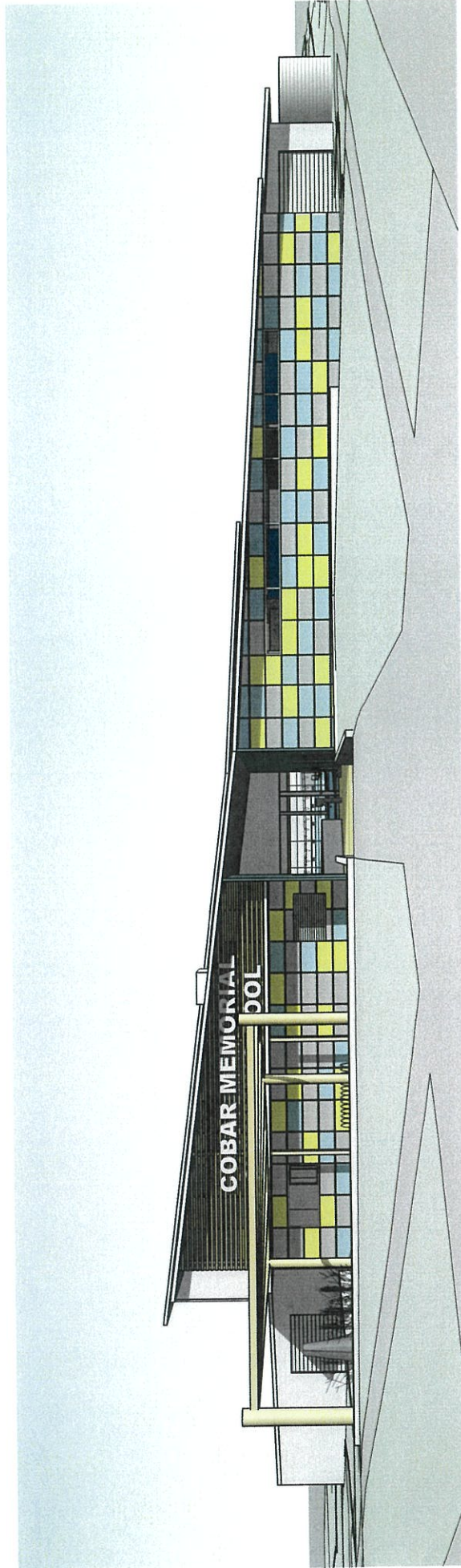
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eastern view



north eastern view



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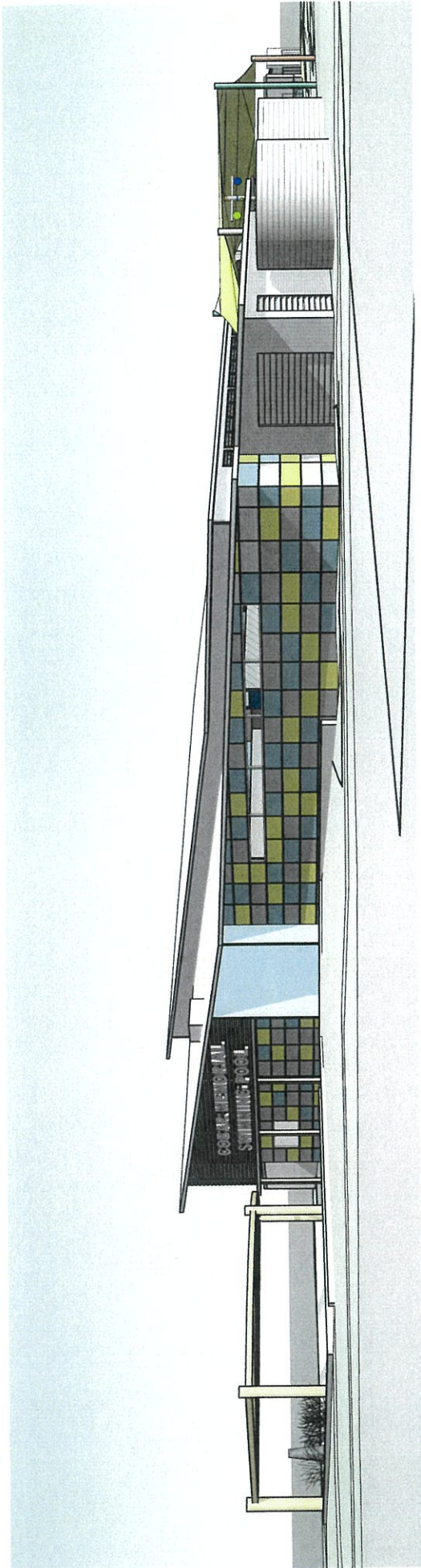
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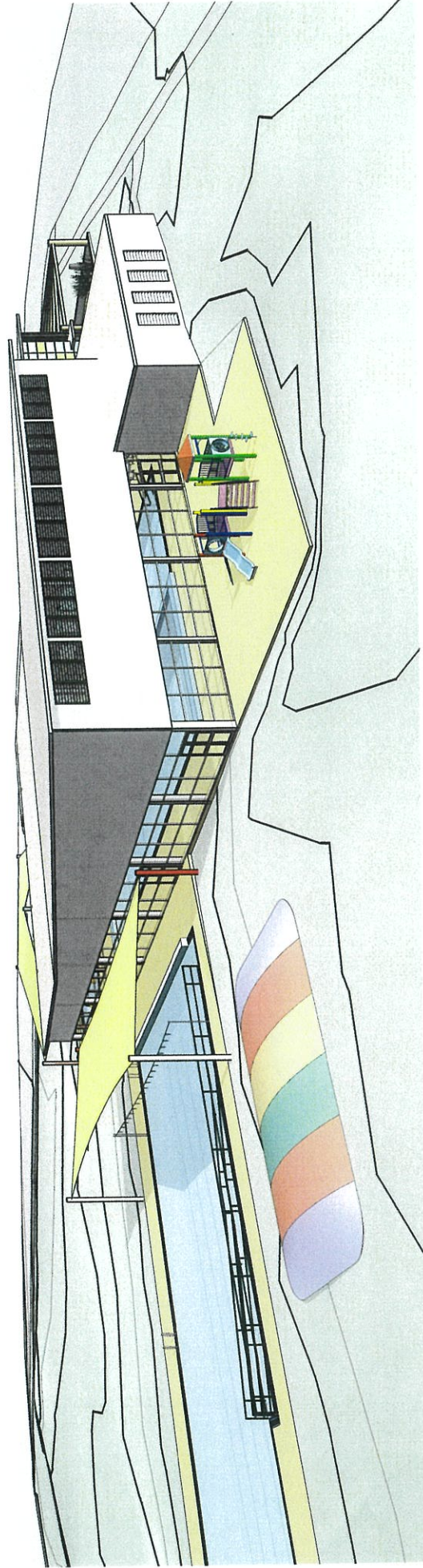
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DRAWING No. A1001
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northern view



southern overall view


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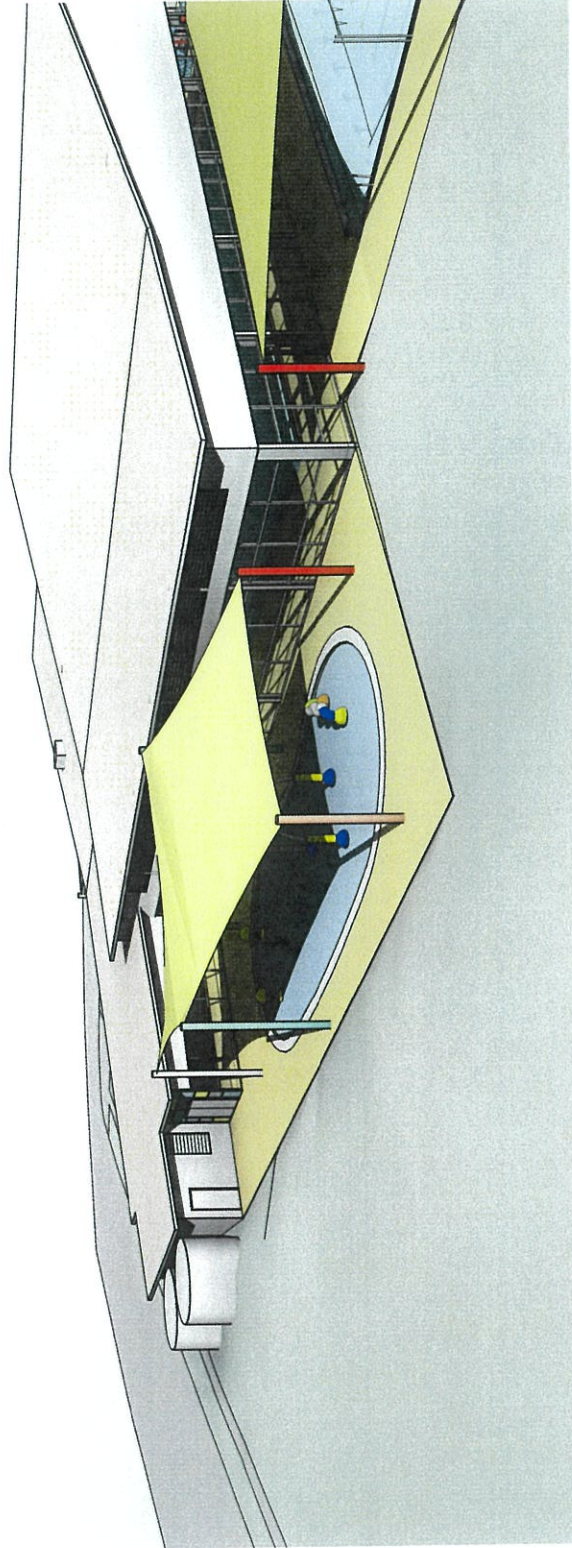
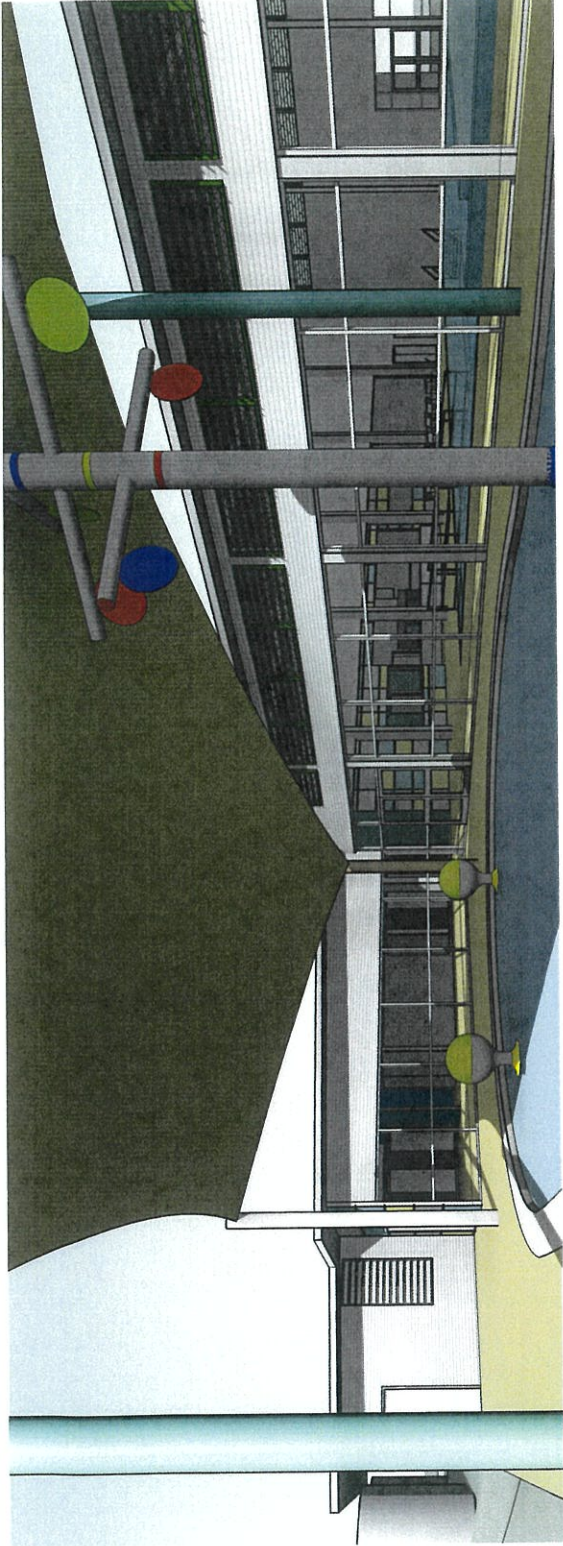
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Appendix B – Opinion of Costs

OPINION OF PROBABLE COST

Project Name: Cobar Pool Upgrade-Option 2
Job Number: W325

Date: 12/04/2022
Issue: 01

COMPONENT	m ² /ITEM	COST/m ²	TOTAL (Excl GST)
1. Demolition, services disconnection/augmentation	Item	Item	\$ 395,000
2. Earthworks & Excavation	Item	Item	\$ 40,000
3. Memorial garden retaining wall, ramp, pavement, harbour	240	\$ 350	\$ 84,000
4. Entry	40	\$ 2,000	\$ 80,000
5. Entrance controls	Item	Item	\$ 35,000
6. Control, servery,	32	\$ 2,600	\$ 83,200
7. Kiosk & store	35	\$ 2,500	\$ 87,500
8. Kiosk /equipment fitout	Item	Item	\$ 85,000
9. Administration	28	\$ 2,600	\$ 72,800
10. Pool store	18	\$ 2,000	\$ 36,000
11. Main switch room fire rated	8	\$ 2,200	\$ 17,600
12 Water test & first aid/joinery & equipment	24	\$ 2,500	\$ 60,000
13. Access change room	8	\$ 4,000	\$ 32,000
14. Female amenities	55	\$ 3,000	\$ 165,000
15. Cleaner & hot water store	10	\$ 2,400	\$ 24,000
16. Male amenities	53	\$ 3,000	\$ 159,000
17. Concourse showers & change cubicles	22	\$ 2,400	\$ 52,800
18. Poolside café/pavement slabs/drainage	175	\$ 250	\$ 43,750
19. 25m pool hall structure, heated concourses, operable louvres	1,051	\$ 2,800	\$ 2,942,800

COMPONENT	m ² /ITEM	COST/m ²	TOTAL (Excl GST)
20. 25m pool plant room	84	\$ 1,600	\$ 134,400
21. 25m pool filtration plant	Item	Item	\$ 450,000
22. 25m pool including tiling & fittings & handrails	Item	Item	\$ 880,000
23. 25m pool heating	Item	Item	\$ 110,000
24. Lane ropes, wall mounted motorised pool blankets	Item	Item	\$ 38,000
25. Water play area & water features & surrounding pavement	Item	Item	\$ 550,000
26. Water play plant room	34	1,800	\$ 61,200
27. Water play filtration	Item	Item	\$ 290,000
28. Shade structure to water play	Item	Item	\$ 46,000
29. Shade structure to 50m pool shallow end	Item	Item	\$ 40,000
30. Landscaping, solar field, water tanks	Item	Item	\$ 250,000
31. Swim Club Upgrade including kitchen, painting, storage	Item	Item	\$ 65,000
32. Subtotal			\$ 7,410,050
33. Preliminaries	14%		\$ 1,037,407
34. Contingency	10%		\$ 741,005
35. Professional fees, Authority Fees, Certification	10%		\$ 741,005
36. TOTAL (Excl GST)			\$ 9,929,467
37. GST	10%		\$ 992,947
38. TOTAL Incl GST			\$ 10,922,414

OPINION OF PROBABLE COST

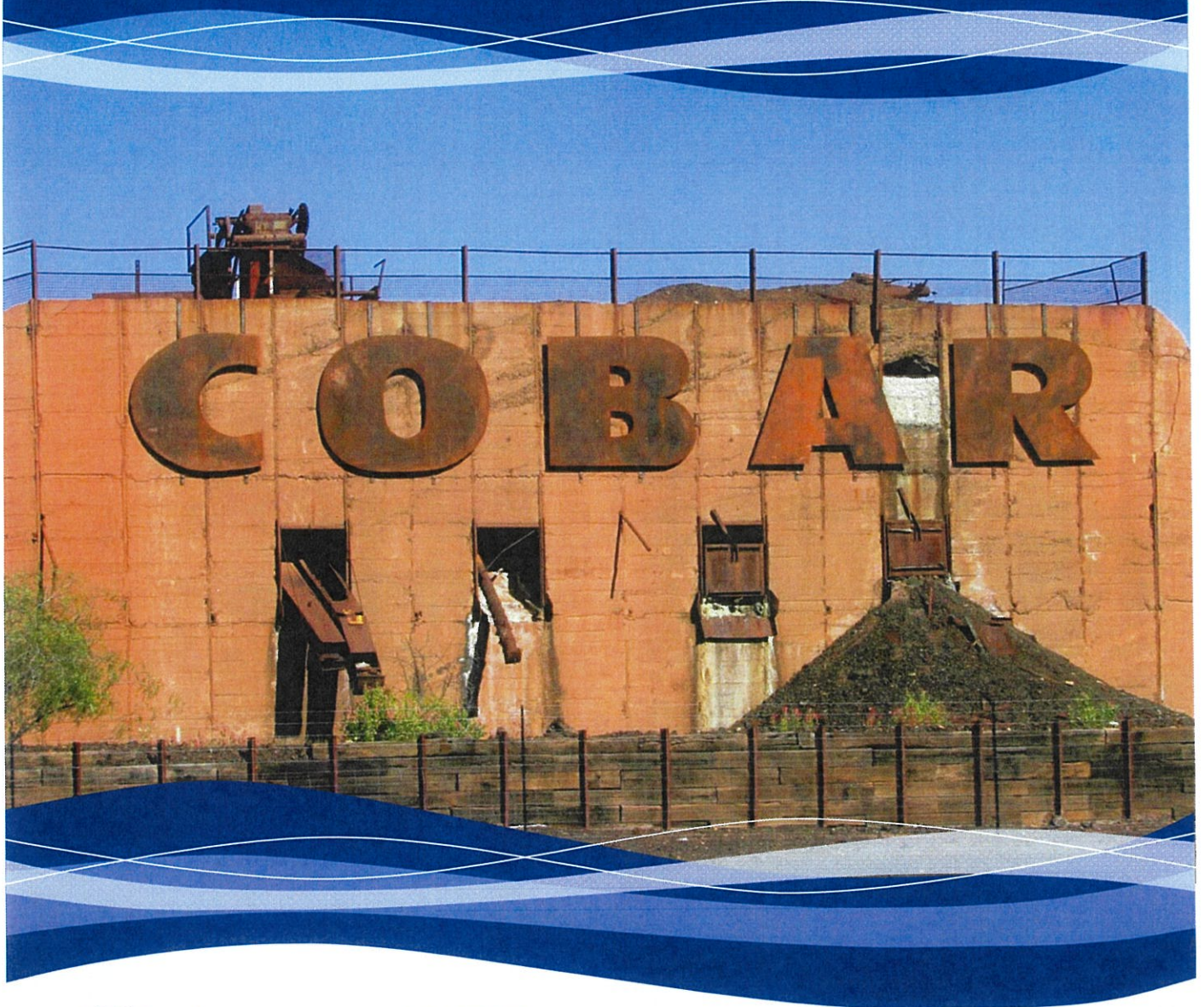
Project Name: Cobar Pool Upgrade-Stage One
Job Number: W325

Date: 31/03/2022
Issue: 01

COMPONENT	m ² /ITEM	COST/m ²	TOTAL (Excl GST)
1. Demolition, services disconnection/augmentation	Item	Item	\$ 120,000
2. Earthworks & Excavation	Item	Item	\$ 15,000
3. Memorial garden retaining wall, ramp, pavement, arbour	240	\$ 350	\$ 84,000
4. Entry	40	\$ 2,000	\$ 80,000
5. Entrance controls	Item	Item	\$ 35,000
6. Control, servery,	32	\$ 2,600	\$ 83,200
7. Kiosk & store	35	\$ 2,500	\$ 87,500
8. Kiosk /equipment fitout	Item	Item	\$ 85,000
9. Administration	28	\$ 2,600	\$ 72,800
10. External pool store	18	\$ 2,000	\$ 36,000
11. Main switch room fire rated	8	\$ 2,200	\$ 17,600
12 Water test & first aid/joinery & equipment	24	\$ 2,500	\$ 60,000
13. Access change room	8	\$ 4,000	\$ 32,000
14. Female amenities	55	\$ 3,000	\$ 165,000
15. Cleaner & hot water store	10	\$ 2,400	\$ 24,000
16. Male amenities	53	\$ 3,000	\$ 159,000
17. Concourse showers & change cubicles	22	\$ 2,400	\$ 52,800
18. Poolside external café/pavement slabs/drainage	175	\$ 250	\$ 43,750

COMPONENT	m²/ITEM	COST/m²	TOTAL (Excl GST)
19. Shade structure & shade louvre upper walls	Item	Item	\$ 120,000
20. Landscaping, solar field, water tanks	Item	Item	\$ 225,000
21. Swim Club Upgrade including kitchen, painting, storage	Item	Item	\$ 65,000
21. Subtotal			\$ 1,662,650
22. Preliminaries	14%		\$ 232,771
23. Contingency	10%		\$ 166,265
24. Professional fees, Authority Fees, Certification	14%		\$ 232,771
25. TOTAL (Excl GST)			\$ 2,294,457
26. GST	10%		\$ 229,446
27. TOTAL Incl GST			\$ 2,523,903

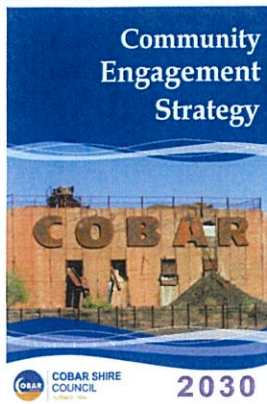
Community Engagement Strategy



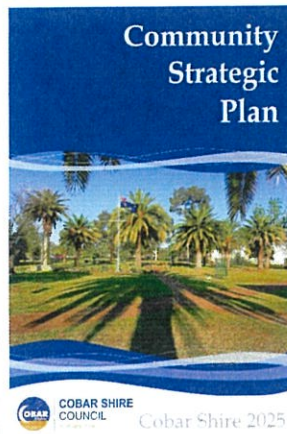
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COUNCIL**
outback nsw

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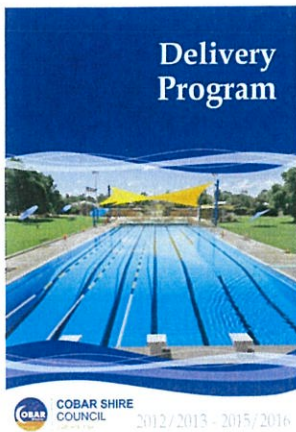
Strategic Planning Framework



The **Community Engagement Strategy** outlines how Council will engage with its community and relevant stakeholders in developing and finalising the Community Strategic Plan. Over time it will be reviewed to outline how Council will ensure regular engagement and discussion with our community about their needs and aspirations for the town.



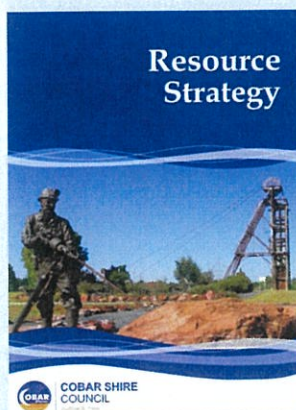
The **Community Strategic Plan** identifies the long term aspirations for our community. The Strategic Plan stretches beyond the next ten years, identifying the outcomes and long term strategic responses needed to achieve the agreed directions and meet the community's values. It demands strong leadership from Council in working with others to grow our Shire into the future.



The **4 Year Delivery Program** links the 'planning' in the long term Strategic Plan with the 'implementing' in the Annual Operational Plan. It is the strategic document that guides the organisation's work program over the Councillor's four year elected term. The Delivery Program sets out clear priorities, ongoing activities and specific actions Council will undertake, within its responsibilities and capacity, towards achieving the community's outcomes.



The **Annual Operational Plan** is the 'implementing' part of Council's key strategic documents, and outlines all of Council's services and infrastructure activities and tasks for the year. Both ongoing activities and specific tasks contribute to the implementation of Council's Delivery Program.



The **Resource Strategy** outlines Council's capacity to manage assets and deliver services over the next ten years. The Resource Strategy includes three key elements – a Long Term Financial Plan, a Workforce Plan and Asset Management Plans. To prepare the Resource Strategy, Council determines its capacity and how to effectively manage its finances, the sustainability of its workforce, and the overall costs of its community assets.

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Introduction

Community consultation and engagement are integral aspects of Council's every day activities. Engagement is not an 'add-on' activity. When Council has a good relationship with its community, it is more likely to understand the range of needs and aspirations of the community and to ultimately make better informed decisions.

The Engagement Strategy encourages the community to be informed and to participate in the decision-making processes that guide the development of shire-wide service provision.

Aims of this Strategy

The aim of the Community Engagement Strategy is to strengthen and formalise Council's relationship with the community by establishing goals and principles for community engagement.

Community engagement is important for a number of reasons.

- Consultation with the community keeps Councillors informed of the ongoing issues within the community.
- Community engagement means keeping the community informed and involved so that Council can make better decisions that more closely match the needs and aspirations of the community.
- Closer relationships between the community and Council can lead to increased opportunity for cooperation and coordination of projects and services to improve the community.
- The community is more likely to trust and have confidence in Council if members are engaged and involved in Council's governance.
- Council is better able to advocate for its community.



Goals of this Strategy

Inform

Council will provide to the community balanced and objective information to assist them to understand the problems, alternatives, opportunities or solutions.

Consult

Council will gather community feedback on issues, analysis, alternatives and decisions.

Involve

Council will work directly with the community to ensure that public concerns and aspirations are consistently understood and considered.

Partnership

Council will partner with the community in decision making including the development of alternatives and the identification of the preferred solution. The partnership between Council, government stakeholders, services providers, local organisations and the local community will be strengthened through ongoing engagement and encourage these partners to be well informed and proactive about the issues that affect them.

Consistency

This strategy will provide a consistent approach across Council to all consultation processes and community engagement activities conducted by Council.

Principles

Council's community engagement will be underpinned by the following principles:

- Council will communicate and consult with the community in ways that are sensitive to the needs of particular individuals or groups to maximise their ability to contribute.
- Council will encourage mutual respect for the needs, aspirations and opinions of all within the community.
- Council will keep the community informed about issues that are relevant to them and inform them of the results and actions taken from their input into decision making.
- Council will continuously look at the engagement undertaken to determine what could be done differently to improve the process next time.
- Council will listen to what the community has to say, valuing and respecting all ideas.
- Council will present information in a way that is easy to understand and appropriate for all sectors of the community.

Learning is central – engagement processes are opportunities to learn more about our community and the things that affect the Shire. Engagement skills are also built within Council and the community.

Commitments

Council will achieve the goals and principles of community engagement through the following commitments:

Leadership

- A strong organisational culture to support community engagement will be developed and this will be led by the senior management of Cobar Shire Council.
- Provision of clear leadership by explaining Council's decisions.
- Understand local issues and engage with the community in a proactive way.

Advocacy

- Develop good positive relationships with other Councils, State and Federal Governments and other related agencies and stakeholders to provide an effective advocacy role for the community resulting in improved outcomes.
- Foster processes within the community to encourage and support the community to advocate on behalf of themselves.
- Assist the community to engage both State and Federal Governments about issues that are relevant to those governments.
- Have a willingness to act on behalf of the community when they cannot act for themselves.

Continuous Improvements

- Share ideas, techniques, knowledge and experience about community engagement across the organisation and with other organisations.
- Create effective and timely feedback mechanisms so that the community is aware of how information gathered during consultations is used by Council.

Encourage Engagement

- Develop specific strategies for effective communication and consultation and make stronger links with those members of the community that are often not engaged.
- Different processes and mediums are used to engage different groups in the community to participate.

Communication

- Develop effective ways of communicating with the community about complex issues.
- Increase community awareness of Council's legislated responsibilities and related financial commitments.
- Inform the community the limits of what Council can do prior to and during consultation with the community.
- Improve the community's awareness of the role of Council including the range of services provided.
- The purpose of the engagement is clearly stated and expectations are agreed.
- Flexibly use technology and other forms of communication that are appropriate to the message and the audience.
- Ensure transparency in the way Council consults and its impact on service delivery through effective communication.
- Ensure all communication is plain and easy to read and understand.
- Provide timelines for response to Council activities that are appropriate to the community's needs and driven by community expectation.

Methods

- Use a variety of methods that are appropriate to the issues and to the audience being engaged. These can include (but are not limited to), community forums, surveys, newsletters, mailouts, Council's website and Facebook pages and focus groups.
- The audience should be heard, not just listened to.

Resources

- Acknowledge the importance of engaging the community and provide adequate resources to do so.

Planning

- Improve networks and synergies with plans with other agencies to provide better outcomes for the community.
- Create long term plans for effective engagement with the community.

Partnership

- Create collaborative relationships with community organisations, private enterprises and public agencies to identify mutual interests and undertake joint ventures.

What Level of Engagement is Used and When?

The level of engagement is directly related to the complexity of the information needed and the degree of impact an action could have on the community. The higher the impact, the more complex the information, the greater the potential risk, and therefore the more engagement is needed.

Identified Audiences

The following groups could be included in Council's consultation processes:

- Miners;
- Progress Associations;
- Youth, including schools;
- Farmers;
- Community and sporting organisations;
- Aboriginal groups;
- Council Staff;
- Disability agencies and community members with a disability;
- Councillors;
- Aged persons;
- The Cobar Liquor Accord;
- NSW and Federal government departments and Regional Development Australia (RDA) – Orana;
- The Cobar Services Forum;
- Business and tourism groups;
- Utility providers;
- Health organisations;
- Neighbouring councils and Regional Alliance Groups as they are formed.
- Rural Roads Advisory Committee;
- Children's Services providers.
- Far North West Joint Organisation

Review

This strategy will be reviewed at least every four years from adoption.

Version Control

No.	Date Adopted	Minute No.	Date Commenced	Date notified in Local Paper
1				

PLANNING AGREEMENT

New Cobar Complex
Underground Project
(SSD-10419)

Peak Gold Mines Pty Ltd

and

Cobar Shire Council

Planning Agreement

New Cobar Complex Underground Development

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Details

Parties

Name **Cobar Shire Council**
ABN **71 579 717 155**
Short form name **CSC**
Notice details **36 Linsley Street (PO Box 223) Cobar, NSW 2835**
Phone: (02) 6836 5812
Fax: (02) 6836 3964
Email: peter.vlatko@cobar.nsw.gov.au; mail@cobar.nsw.gov.au
Attention: The General Manager

Name **Peak Gold Mines Pty Ltd**
ABN **63 001 533 777**
Short form name **Developer**
Notice details **Peak Gold Mines Pty Ltd**
Street Address: Hillston Road Cobar NSW 2835
Phone: (02) 6830 2351
Email: craig.thomas@aureliametals.com.au; office@aureliametals.com.au
Attention: The General Manager

Background

A Peak Gold Mines Pty Ltd, is a wholly owned and operated subsidiary of Aurelia Metals Limited (Aurelia). It owns and operates the Peak Gold Mines operation at Cobar, NSW, comprising the New Cobar Complex and the nearby Peak Complex.

The Peak Complex has been operational since 1991. The New Cobar Complex has been operational since 2000 with the development of the New Cobar open cut. The underground decline commenced in 2004 and has been operational since this time.

The New Cobar Complex Project [State Significant Development (SSD 10419)] (the **Project**) is an amalgamation of existing underground mining operations and development of new underground workings. Refer to Schedule 2 of this Agreement. The Project is defined by the Project Boundary (pink line).

Approval is also being sought to consolidate all existing development approvals applicable to the New Cobar Complex into a single consent issued by DPIE and to extend the life of the New Cobar Complex by 12 years, until 2035.

The current development approvals at the Peak Complex allow for the operations to continue indefinitely and process up to 800,000 tonnes per annum of ore.

Ore processing, tailings storage and concentrate handling is undertaken at the Peak Complex with ore from the New Cobar Complex trucked by public road to processing facilities at the Peak Complex. Ore truck movements to the Peak Complex will increase from an average of 25 movements to 50 movements per day.

B Peak Gold Mines Pty Ltd (the Developer) and Cobar Shire Council have negotiated a Planning Agreement whereby the Developer agrees to provide the Development Contributions in accordance with the terms and conditions of this Agreement.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

The meaning of capitalised terms and the provisions relating to the interpretation of this Agreement are as follows:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Agreement means this Planning Agreement including any schedules.

Approval means any consent, modification, certificate, licence, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this Agreement.

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal or agency.

Business Day means any day except for a Saturday, Sunday, or bank or public holiday in New South Wales.

Cash Rate means the interest rate determined by the Reserve Bank of Australia which banks pay to borrow funds from other banks in the money market on an overnight basis. For the avoidance of doubt, the term Cash Rate has the same meaning as that adopted by the Reserve Bank of Australia.

Change in Control means a change in ownership, directly or indirectly, of more than 50% of the voting shares of the Developer.

Commencement Date means the date on which this Agreement comes into operation in accordance with clause 4.

Community Enhancement Contributions means financial assistance intended to be allocated to local projects that increase the amenity of Cobar to attract and retain potential residents. Priority shall be given to local projects that directly contribute to the education, health and wellbeing of the residents of Cobar.

CPI means the All-Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics.

Council means CSC.

Developer means Peak Gold Mines Pty Ltd

Development means the New Cobar Complex Underground Development that is the subject of the Development Consent (once issued).

Development Application has the same meaning as in section 4 of the Act.

Development Consent means the consent issued by the Minister for Planning and Public Spaces in respect of the New Cobar Complex Underground Development, namely State Significant Development (SSD) number 10419.

Development Contributions means the financial contributions to be made by the Developer to CSC for a Public Purpose in accordance with clause 5.

DPIE means the NSW Department of Planning, Industry and Environment.

GST has the same meaning as in the GST Law.

GST Law has the same meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Interest Rate means the rate which is the Cash Rate as set by the Reserve Bank of Australia as at the date that payments fall due, plus a margin of 2% per annum.

Land means the land subject to this Planning Agreement and listed in Schedule 2

Law means:

- (a) the common law including principles of equity;
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations and by-laws; and
- (c) any Approval, including any condition or requirement under it.

LGA means the Local Government Area

LPMA means the Land and Property Management Authority of NSW or any other Authority replacing it.

Mining Operations has the same meaning as in the Development Consent.

Modification means a modification to the Development Consent that would result in changes to the approved Development.

Party means a party to this Agreement, including their successors and assigns.

Planning Agreement has the same meaning as in section 7.1 of the Act.

Project means the development as described in the EIS and the subsequent Development Consent (once issued).

Public Purpose has the same meaning as in the Act and includes (without limitation) any of the following:

- (a) the provision of (or the recoupment of the cost of providing) public amenities or public services,
- (b) the provision of (or the recoupment of the cost of providing) affordable housing,
- (c) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land,
- (d) the funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure,
- (e) the monitoring of the planning impacts of development,
- (f) the conservation or enhancement of the natural environment.

Register means the Torrens Title register maintained under the *Real Property Act 1900* (NSW).

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Reserve Bank of Australia means Australia's central bank as constituted under the *Reserve Bank Act 1959* (Cth).

Tax Invoice has the same meaning as in the GST Law.

Term means from the Commencement Date of the Planning Agreement until the cessation of Mining Operations and Rehabilitation as specified in the Development Consent (once issued).

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Sydney, NSW, Australia time;
- (g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more Parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more Parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Planning Agreement under the Act

The Parties agree that this Agreement is a Planning Agreement governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

3. Application of this Agreement

This Agreement applies to the Land and to the Development.

4. Operation of this Agreement

This Agreement takes effect from the later of:

- (a) Development Consent for the Development is granted; and
- (b) the Agreement is entered into as required by clause 25C of the Regulation.

5. Development Contributions

- (a) Subject to this Agreement, the Developer is to make the following Development Contributions in respect of the Development:
 - (i) Payment of the Community Enhancement Contributions in accordance with the following terms:
 - (A) Pay to CSC a once-off sign-on payment of \$75,000, payable within 30 days of CSC issuing a Tax Invoice to the Developer; and
 - (B) The Developer must notify CSC at least 30 days prior of the intention to commence construction of the Development or the Developer triggers adoption of the DPIE-issued conditions of the consent (for example, increased truck movements). On and from the commencement of construction of the Development or the Developer triggering the Development Consent (whichever occurs first) the Developer must pay to CSC \$250,000 per annum (payable within 30 days of CSC issuing a Tax Invoice to the Developer) comprising the following components:
 - \$150,000 per annum to a Community Enhancement Fund, for application to projects aimed at attracting and retaining people within Cobar; and
 - \$65,000 per annum to help promote the viability and advancement of the Cobar Early Learning Centre; and
 - \$35,000 per annum to provide enhanced resource capacity to CSC to oversee Development Consent management, other local consent management and this Agreement.
 - (ii) If at any time the Cobar Early Learning Centre enters a period of permanent or temporary shutdown, the \$65,000 per annum will not be payable. For clarity, a temporary shutdown must extend for greater than a 12 month period (i.e. if the Cobar Early Learning Centre is shutdown for three months, the full \$65,000 per annum is payable).
 - (iii) Subject to mine operations planning, it is anticipated that the the annual Community Enhancement Contributions under clause 5(a)(i) will first be payable from approximately mid-2023.
 - (iv) The payments specified in 5(a)(i)(B) are subject to CPI adjusted annually on the anniversary of the signing date. The payments shall be indexed in accordance with clause 6 at the time the Planning Agreement is signed.
 - (v) The quantum for the portion of the year between the anniversary date and the cessation of Mining Operations will be calculated pro-rata.

- (vi) The Developer will pay the contributions within 30 days of receiving a Tax Invoice. The contributions are deemed to be paid when cleared funds are deposited by means of electronic funds transfer into the bank account nominated by CSC.
- (vii) The Developer agrees to pay interest to CSC on any amount of the financial contributions from 28 days after they become due for payment, during the period that they remain unpaid, on demand, or at times determined by CSC, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate (adjusted to be a daily interest rate).
- (viii) Where the Developer has contributed financially towards projects, programs, activities, etc, CSC agrees to publicly acknowledge the Developer within 30 days of completing the work, should the Developer so desire, by way of published media release or social media. To determine the Developers desire to be acknowledged, CSC must proactively consult with the Developer prior to the completion of the project, program, activity, etc.
- (ix) CSC agrees to provide an annual performance report to the Developer which specifies how the abovementioned Development Contributions have been allocated, managed and accounted for. The annual performance report will be supplied to the Developer at the time CSC issues the Tax Invoice for the Development Contributions. The Developer is not obliged to pay the Tax Invoice, and will not be subject to interest or be in breach of this Agreement if the annual performance report is not provided at the same time as the Tax Invoice.
- (x) The annual performance report must include (as a minimum):
 - A Financial Statement including all incoming and outgoing monies and any amounts that have not been spent and are currently being held by CSC. This Financial Statement must include all monies payable under this Agreement.
 - A summary of all projects, programs, activities etc, that CSC used the Community Enhancement Funds to support in the previous 12 month period.
 - A summary of the known projects, programs, activities, etc, that CSC anticipates it will be using the Community Enhancement Fund to support in the next 12 month period and an estimate of the cost of each project, program, activities, etc.
 - CSC acknowledges and agrees that it will proactively engage with the Developer regarding projects, programs, activities, etc it intends to support with the Community Enhancement Fund. If the Developer is of the opinion that a project, program, activity, etc does not meet the intentions of the Community Enhancement Fund, CSC must, acting in good faith, take into account the reasonably held views of the Developer in relation to those projects, programs, activities, etc.

6. Indexation of Development Contributions

Where this Agreement provides that an amount is to be increased by CPI, then the amount will be increased in accordance the following formula:

$$A = B \times C/D$$

Where:

A = the current Development Contribution payable.

B = the contribution amount or rate stated in the Agreement.

C = the CPI most recently published before the date of payment for the current Development Contribution.

D = the CPI most recently published before the date of signing this Agreement.

7. Registration of this Agreement

7.1 Registration of this Agreement

- (a) Unless otherwise required by law, the Parties agree that this Agreement does not need to be registered against the title of the Land.

7.2 Release and discharge of this Agreement

CSC agrees to:

- (a) provide a release and discharge of this Agreement with respect to the Land or any lot on the CSC's satisfaction of the completion of the Developer's obligations under this Agreement; and
- (b) do all things necessary, including the execution of any documents, to enable the Developer to remove the notation of this Agreement on the relevant folios of the Register held by the LPMA.

8. Dispute Resolution

8.1 No arbitration or court proceedings

If a dispute arises out of this Agreement (**Dispute**), a Party must comply with this clause 8 before starting arbitration or court proceedings (except proceedings for interlocutory or other urgent relief).

8.2 Notification

- (a) A Party claiming a Dispute has arisen must give the other Party to the Dispute notice setting out details of the Dispute. The Dispute Notice must:
- (i) be in writing;
- (ii) include or be accompanied by reasonable particulars of the Dispute including:
- (A) a brief description of the circumstances in which the Dispute arose;
- (B) references to any provisions of this document acts, errors or omissions of any person, relevant to the Dispute; and
- (C) where applicable, the financial quantum in dispute and if not precisely known, the best estimate available.

8.3 Parties to resolve Dispute

During the 30 days after a notice is given under clause 8.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use its reasonable efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them so requests.

8.4 Mediation

- (a) If the Parties cannot resolve the Dispute within the 30 days, they must refer the Dispute to an accredited mediator if one of them so requests and the Parties must mediate the Dispute

in accordance with the Mediation Rules the Australian Institute of Arbitrators and Mediators.

- (b) If the Parties do not agree on a mediator, either Party may request the President of the Australian Institute of Arbitrators and Mediators select the mediator and determine the mediator's remuneration, the costs of which must be borne equally by the Parties.
- (c) The Parties commit to adopting a spirit of goodwill and compromise, with an equal sharing of power, to reach a resolution within 60 days.

8.5 Confidentiality

Any information or documents disclosed by a Party under this clause 8:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

8.6 Costs

Each Party to a Dispute must pay its own costs of complying with this clause 8. The Parties to the Dispute must equally pay the costs of any Mediator.

8.7 Termination of process

- (a) A Party to a Dispute may terminate the dispute resolution process by giving notice to each other after it has complied with clauses 8.1 to 8.3.
- (b) Clauses 8.5 and 8.6 survive termination of the dispute resolution process.

8.8 Breach of this clause

If a Party to a Dispute breaches this clause 8, the other Party to the Dispute does not have to comply with those clauses in relation to the Dispute.

9. Enforcement

- (a) Without limiting any other remedies available to the Parties, this Agreement may be enforced by any Party in any Court of competent jurisdiction, subject to clause 8.
- (b) Nothing in this Agreement prevents:
 - (i) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
 - (ii) CSC from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

10. Termination

- (a) This Agreement will terminate:
 - (i) on the declaration by a court of competent jurisdiction that the Development Consent for the Development on the Land is invalid; or
 - (ii) at the end of the Term.
- (b) In the event of termination of this Agreement, any funds that have been paid by the Developer as Development Contributions prior to termination:
 - (i) can continue to be expended in accordance with the terms of this Agreement; and
 - (ii) are not refundable by CSC to the Developer.

11. Force Majeure

- (a) The Developer's obligations in this Agreement will be suspended (including the calculation of time) for the length of time that such obligations are genuinely affected by any event, circumstance or combination of events or circumstances occurring after the Commencement Date that:
 - (i) are not within the Developer's reasonable control;
 - (ii) the occurrence or effect of which the Developer could not have avoided through compliance with its obligations under this Agreement and the exercise of due diligence; and
 - (iii) causes or results in the prevention or delay of the Developer from performing any of its obligations under this Agreement,
- (b) If the Developer is affected by a Force Majeure Event, it must:
 - (i) notify CSC in writing as soon as reasonably possible of the details of the Force Majeure Event, the date of commencement and expected duration of the Force Majeure Event and an estimate of time required to enable the Developer to resume full performance of its obligations;
 - (ii) use all reasonable efforts to mitigate the effect upon its performance of this Agreement and to fulfil its obligations under this Agreement;
 - (iii) keep CSC informed of the steps being taken to mitigate the effect of the Force Majeure Event upon its performance of this Agreement; and
 - (iv) when the period for which its obligations affected by a Force Majeure Event cease, recommence performance of all its affected obligations under this Agreement.

12. Review of this Agreement

- (a) During the Term of this Agreement, the Parties agree to act in good faith and a spirit of co-operation to promptly review and possibly amend or replace the Agreement. The Development Contributions will remain payable by the Developer until such time as:
 - (i) The Parties agree to modify them; or
 - (ii) The Development Consent is the subject of further modifications at which time this Agreement may be reviewed and amended; or
 - (iii) The Development is sold to another party at which time this Agreement may be reviewed and amended; or
 - (iv) The Development reaches the end of its operational life and closes; or
 - (v) The Development is placed in 'care and maintenance' mode in which case the obligation to pay the Development Contribution is suspended from the date on which the Developer gives CSC written notice that the Development is in 'care and maintenance' mode, until operations are resumed.
- (b) In the event that clause 12(a) is triggered and both Parties are unable to agree to amend or replace the Agreement, the Agreement shall remain in force.
- (c) No modification or review of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

- (d) Regardless, during the final year of the Project, the Parties agree to discuss any future related development plans and if appropriate negotiate a replacement for, or an extension of, this Agreement as determined by circumstances at the time. Until such time as a new Agreement is struck, this current Agreement shall remain in force as per the terms herein.

13. No Fetter

13.1 Discretion

This Agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of CSC, including but not limited to any statutory power or discretion of CSC relating to the assessment and determination of any Development Application for the Development (all referred to in this Agreement as a **Discretion**).

13.2 No fetter

No provision of this Agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the Parties agree:

- (a) they will take all practical steps, including the execution of any further documents to ensure the objective of this clause is substantially satisfied;
- (b) in the event that clause 13.2(a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and
- (c) to endeavour to satisfy the common objectives of the Parties in relation to the provision of this Agreement, which is to be held to be a fetter to the extent that is possible, having regard to the relevant court judgment.

14. Notices

14.1 Notices

Any notice given under or in connection with this Agreement (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by email, by hand, by prepaid post or by fax at the address or fax number below, or at the address or fax number last notified by the intended recipient to the sender after the date of this Agreement:

Name **Cobar Shire Council**
36 Linsley Street (PO Box 223) Cobar, NSW 2835
Phone: (02) 6836 5888
Fax: (02) 6836 3964
Email: peter.vlatko@cobar.nsw.gov.au; mail@cobar.nsw.gov.au
Attention: The General Manager

Name **Peak Gold Mine Pty Ltd**
407 Hillston Road (PO Box 328), Cobar NSW 2835
Phone: +61 2 6830 2265
Email: craig.thomas@aureliametals.com.au; office@aureliametals.com.au

- (c) is taken to be given and made:
- (i) in the case of hand delivery, when delivered;
 - (ii) in the case of email, when a delivery or read receipt notice is received by the sender;
 - (iii) in the case of delivery by post, seven Business Days after the date of posting (if posted to an address in the same country) or ten Business Days after the date of posting (if posted to an address in another country); and
 - (iv) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's fax number; and
- (d) if under clause 14.1(c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

15. GST

15.1 Defined GST terms

In this clause 15, words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

15.2 GST to be added to amounts payable

If GST is payable on a taxable supply made under, by reference to or in connection with this Agreement, the Party providing the consideration for that Taxable Supply must also pay the GST Amount as additional consideration. This clause does not apply to the extent that the consideration for the Taxable Supply is expressly agreed to be GST inclusive, unless otherwise expressly stated, prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.

15.3 Tax invoice

If a Party is liable for GST on any payments made under this Agreement, the other Party must issue a tax invoice (or an adjustment note) to the liable party for any GST payable under this Agreement within seven days of a written request. The tax invoice (or adjustment note) must include the particulars required by the GST Law to obtain an input tax credit for that GST.

15.4 GST obligations to survive termination

This clause 15 will continue to apply after expiration of termination of this Agreement.

16. General

16.1 Cost of preparing the Planning Agreement

The Developer shall pay CSC the reasonable costs up to \$10,000 excluding GST for professional fees and costs incurred in negotiating and preparing the Planning Agreement. It is the Developer's expectation that CSC will assist with the professional fees and costs incurred in negotiating and preparing the Planning Agreement and the Developer will not bear this cost in its entirety. The payment is due within 30 days of signing the Agreement and the Developer receiving a Tax Invoice. The Tax Invoice must provide details on the professional services provided and the cost of each service.

16.2 Relationship between Parties

- (a) Nothing in this Agreement:
 - (i) constitutes a partnership between the Parties; or
 - (ii) except as expressly provided, makes a Party an agent of another Party for any purpose.
- (b) A Party cannot in any way or for any purpose:
 - (i) bind another Party; or
 - (ii) contract in the name of another Party.
- (c) If a Party must fulfil an obligation and that Party is dependent on another Party, then that other Party must do each thing reasonably within its power to assist the other in the performance of that obligation.

16.3 Time for doing acts

- (a) If the time for doing any act or thing required to be done or a notice period specified in this Agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5pm on the specified day, it is taken to have been done on the following Business Day.

16.4 Further assurances

Each Party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Agreement.

16.5 Variation

A provision of this Agreement can only be varied by a later written document executed by or on behalf of all Parties.

16.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

16.7 Entire Agreement

The contents of this Agreement constitute the entire Agreement between the Parties and supersede any prior negotiations, representations, understandings or arrangements made between the Parties regarding the subject matter of this Agreement, whether orally or in writing.

16.8 Invalidity

- (a) A word or provision must be read down if:
 - (i) this Agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this Agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause 16.8(a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this Agreement will be void, voidable or unenforceable if it is not severed.

- (c) The remainder of this Agreement has full effect even if clause 16.8(b)(i) or 16.8(b)(ii) applies.

16.9 Waiver

A right or remedy created by this Agreement cannot be waived except in writing signed by the Party entitled to that right. Delay by a Party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a Party of a right operate as a subsequent waiver of the same right or of any other right of that Party.

16.10 Governing law and jurisdiction

- (a) The Laws applicable in New South Wales govern this Agreement.
- (b) The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

Schedule 1 –Requirements under Section 7.3 of the Act

The Parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Planning Agreement complying with the Act.

Requirement under the Act	This Planning Agreement
Planning instrument and/or development application – [Section 7.4 (1)]. The Developer has:	
(a) sought a change to an environmental planning instrument	No
(b) made, or proposes to make, a development application	Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies	No
Description of the land to which this Planning Agreement applies- [Section 7.4 (3)(a)]	The land described in Schedule 2.
Description of the development to which this Planning Agreement applies – [Section 7.4 (3)(b)]	See the ‘Background’ section of the Agreement and the definition of Development in Clause 1.1.
The scope, timing and manner of delivery of Development Contributions required by this document – [Section 7.4 (3)(c)]	See clause 5 of this Agreement.
Applicability of Section 7.11 (an amenity or services contribution) and Section 7.12 (a fixed development levy) of the Act – [Section 7.4 (3)(d)]	The Development Contributions agreed to in this Agreement shall be in complete and final satisfaction of all obligations of the Developer to make contributions including pursuant to section 7.11 and section 7.12 of the Act.
Applicability of section 7.24 (a special infrastructure contribution) of the Act – [Section 7.4 (3)(d)]	The application of section 7.24 of the Act is excluded.
Consideration of benefits under this Planning Agreement if section 7.11 applies – [Section 7.4 (3)(e)]	The Development Contributions agreed to in this Agreement shall be in complete and final satisfaction of all obligations of the Developer to make contributions including pursuant to section 7.11 and section 7.12 of the Act.
Mechanism for Dispute resolution – [Section 7.4 (3)(f)]	See clause 8 of this Agreement.
Enforcement of this document – [Section 7.4 (3)(g)]	See clause 9 of this Agreement.

Requirement under the Act	This Planning Agreement
No obligation to grant consent or exercise functions – [Section 7.4 (9)]	See clause 13 of this Agreement.

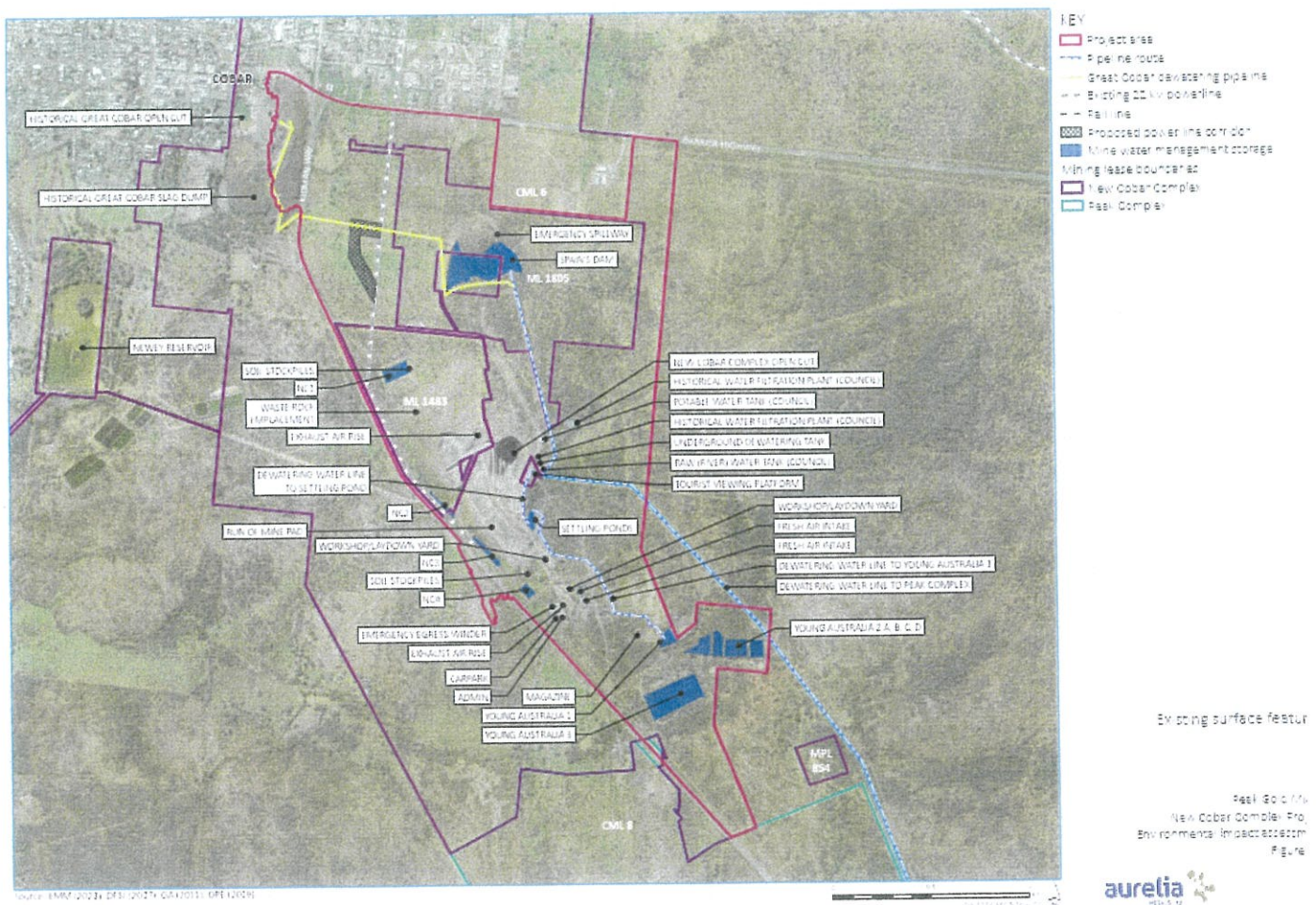
Schedule 2– Land to Which this Agreement Applies

The Land for which this Agreement applies is the same as the description of the "project area" provided in the New Cobar Complex Project Environmental Impact Statement (EIS) dated February 2021. The Project is defined by the Project Boundary (the coloured pink line) shown on the map below.

Extract from the New Cobar Complex Project EIS dated February 2021:

“The project area (shown on Figure 2.1) is defined as the area south of the Barrier Highway and east of Kidman Way, with a 10 m buffer around proposed underground workings. This includes all areas of existing and proposed mining disturbance associated with the project.

Project development will be limited to the project area at the New Cobar Complex, and will take place within CML 6, ML 1483, ML 1805 and MPL 854. Processing of materials from the New Cobar Complex will continue at the Peak Complex within CML 8 under existing CSC approvals and is therefore outside the scope of this project.”



Schedule 3: Explanatory Note

Peak Gold Mines Pty Ltd

and

Cobar Shire Council

Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the proposed Planning Agreement (**Planning Agreement**) prepared under Subdivision 2 of Division 7.1 of Part 7 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**). For the avoidance of doubt, this Explanatory Note does not form part of the Planning Agreement and does not bind any of the Parties.

This explanatory note has been prepared jointly by the Parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (NSW). It will be exhibited with a copy of the Agreement when the Agreement is made available for inspection by the public in accordance with the Act, as specified by clause 25E of the Regulation.

Parties to the Planning Agreement

The Parties to the Planning Agreement are Cobar Shire Council (**CSC**) and Peak Gold Mines Pty Ltd (**Developer**).

The Developer has made an offer to enter into the Planning Agreement in connection with a State Significant Development Application (SSD-10419) for the development of the New Cobar Complex Underground Development (**Development Application**).

Description of the Subject Land

The Planning Agreement applies to the land set out in Schedule 2 of the Planning Agreement (**Subject Land**).

Description of the Development Application (Proposed Development)

Peak Gold Mine Pty Ltd, a wholly owned and operated subsidiary of Aurelia Metals Limited (Aurelia), owns and operates the Peak Gold Mine operations in Cobar, NSW. It comprises the New Cobar Complex and the nearby Peak Complex.

Peak Gold Mine has been operational at the Peak Complex since 1991. The New Cobar Complex has been operational since 2000 with the development of the New Cobar open cut. The underground decline commenced in 2004 and has been operational since this time.

The New Cobar Complex Project State Significant Development (SSD 10419) (the **Project**) is an amalgamation of existing underground mining and development of new underground workings at the New Cobar Complex.

Approval is also sought to consolidate all existing development approvals applicable to the New Cobar Complex into a single consent issued by DPIE and extend the life of the mine by 12 years, until 2035.

The current development approvals at the Peak Complex and the New Cobar Complex allow for the operations to continue indefinitely and process up to 800,000 tonnes per annum of ore.

Ore processing, tailings storage and concentrate handling is undertaken at the Peak Complex with ore from the New Cobar Complex trucked by public road to processing facilities at the Peak Complex. Ore

truck movements to the Peak Complex will increase from an average of 25 movements to 50 movements per day.

See the Project EIS for more details.

Summary of Objectives, Nature and Effect of the Planning Agreement

The objective of the Planning Agreement is to facilitate the delivery of the development contributions to CSC for the provision of public benefits.

The Planning Agreement provides that the Developer will make the following Development Contributions in respect of the Development until Mining Operations and Rehabilitation are completed:

- (a) Payment of Community Enhancement Contributions in accordance with the stated terms:
 - (i) To CSC a once-off sign-on payment of \$75,000, payable within thirty days of signing this Agreement and following receipt of a Tax Invoice; and
 - (ii) Within 30 days of the date construction commences or the Developer triggers adoption of the DPIE-issued conditions of the consent (for example, increased truck movements) and following receipt of a Tax Invoice, pay to CSC \$250,000 per annum comprising the following components:
 - \$150,000 per annum to a Community Enhancement Fund, for application to projects aimed at attracting and retaining people within Cobar; and
 - \$65,000 per annum for fostering the viability and advancement of the Cobar Early Learning Centre; and
 - \$35,000 per annum to provide enhanced resource capacity for CSC to oversee Project consent management.

The above-mentioned payments are subject to CPI. The payments shall be indexed according to the CPI at the time the Planning Agreement is signed.

The quantum for the portion of the year between the anniversary date and the cessation of Mining Operations and Rehabilitation will be calculated pro-rata.

The contributions are deemed to be paid when cleared funds are deposited by means of electronic funds transfer into the bank account nominated by CSC.

The Developer is required to register the Planning Agreement on the title to the Subject Land which it owns in accordance with section 7.6 of the Act.

Assessment of Merits of Planning Agreement

Purpose of the Planning Agreement

In accordance with section 7.4, the development contributions, the subject of the Planning Agreement will be applied to a public purpose(s) that will ensure the provision of a public benefits.

CSC and the Developer have assessed the Planning Agreement and hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving a positive public purpose(s).

This is because the development contributions that are the subject of the Planning Agreement reflect there are broad tangible and intangible environmental, social and economic costs arising from the Development and the said contributions will assist CSC to provide needed material public benefits to its communities, as well as addressing broader community social impacts. It is noted however, the Development will

deliver significant social and economic benefits to the local community and the state of NSW. These benefits and impacts have been outlined in more detail in the EIS.

How the Planning Agreement Promotes the Elements of Council's Charter

The Planning Agreement promotes a number of elements of Council's Charter under section 8 of the *Local Government Act 1993* (NSW). In particular, the Planning Agreement, through the delivery of a public purpose(s) and material public benefit(s), allows CSC to:

- provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively;
- exercise community leadership;
- bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible; and
- keep the local community and the State government (and through it, the wider community) informed about its activities.

The Impact of the Planning Agreement on the Public or any Section of the Public

The Planning Agreement will benefit the public and local communities through the delivery of a public purpose(s) and material public benefit(s).

How the Planning Agreement Promotes the Public Interest

The Planning Agreement promotes the public interest by committing the Developer to make monetary contributions towards a public purpose(s).

How the Planning Agreement Promotes the Objects of the Act

Relevant Objects of the Act supported and promoted by this Planning Agreement include:

- to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources; and
- to promote the orderly and economic use and development of land.

The Planning Agreement promotes these objects of the Act by requiring the Developer to make monetary contributions towards public purposes.

Requirements in relation to Construction, Occupation and Subdivision Certificates

Clause 5 of the Planning Agreement sets out the timing for the payment of the development contributions.

The Planning Agreement does not require the payment of any monetary contributions and does not specify any requirements that must be complied with prior to the issue of any Subdivision Certificate, Construction Certificate or Occupation Certificate.

Interpretation of Planning Agreement

This Explanatory Note is not intended to be used to assist in construing the Planning Agreement.

Signing page

EXECUTED as a Deed.

SIGNED, SEALED AND DELIVERED by
Peak Gold Mines Pty Ltd
ABN 37 108 476 384 in accordance with
section 127 of the *Corporations Act 2001* (Cth)
by:

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Full name (PRINT)

Full name (PRINT)

Date

Date

SIGNED, SEALED AND DELIVERED
by the authorised delegate for **Cobar Shire**
Council ABN 71 579 717 155
in accordance with a resolution of the
Council dated _____

Signature of authorised delegate

Signature of witness

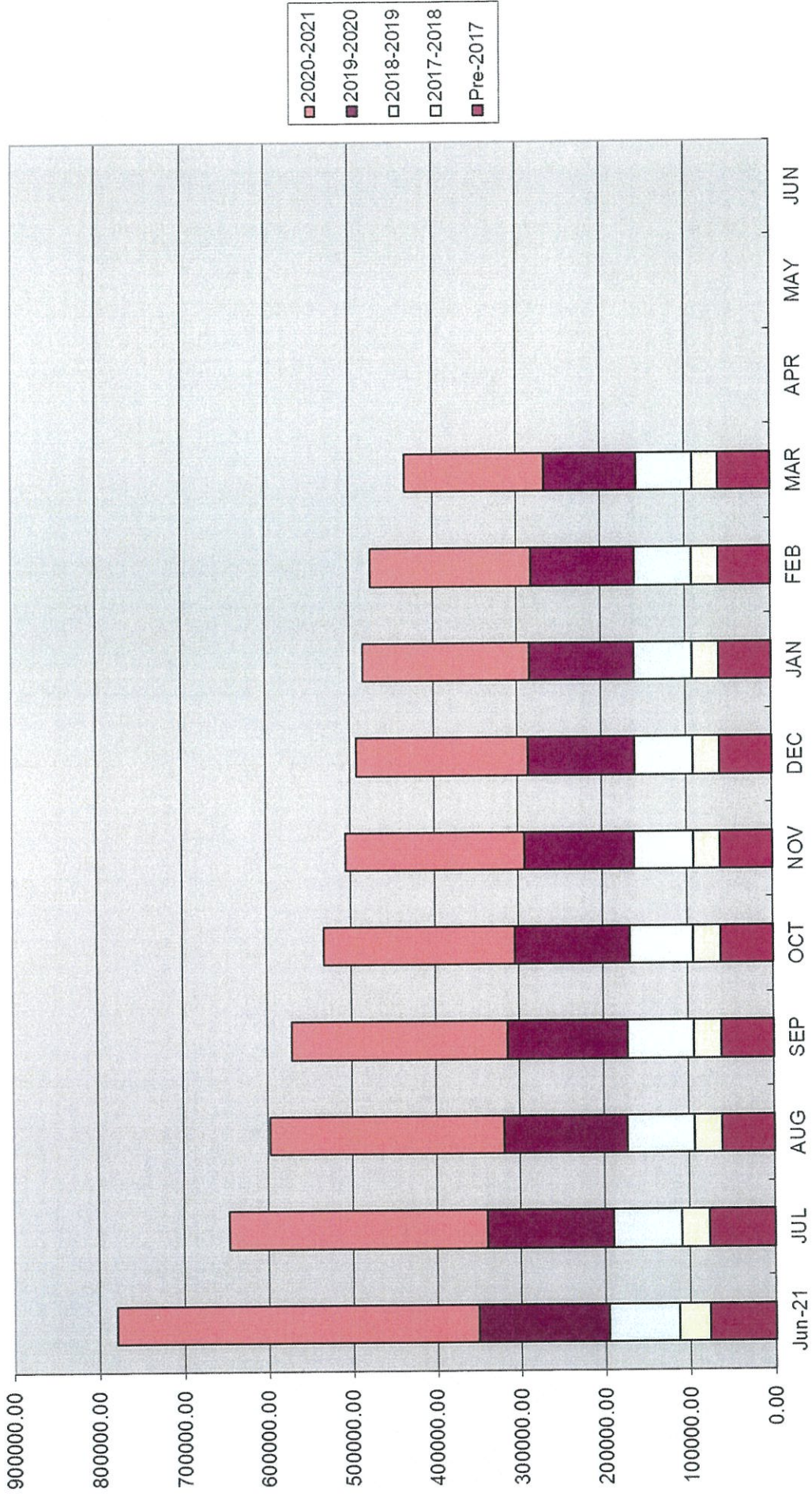
Full name (PRINT)

Full name of witness (PRINT)

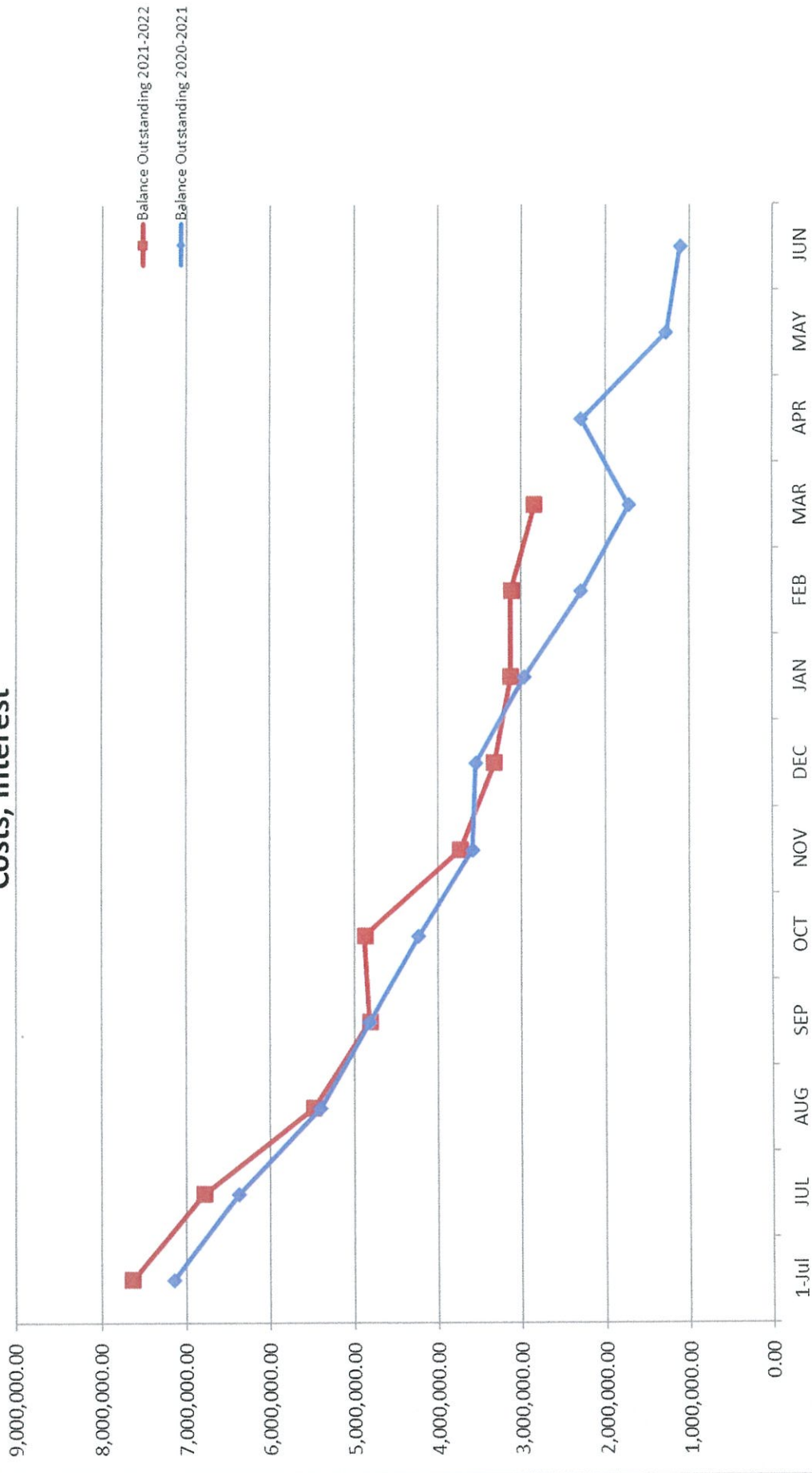
Date

Date

Rate Arrears 2021- 2022
General Rates, Water Access, Sewer, Domestic Waste, Interest & Legal Costs



Total Rates Outstanding
General Rates, Water Access, Sewer Access, Domestic Waste, Legal
Costs, Interest



Capital Works as at 31 March 2022	Budget 2020-21	Actual 2020-2021	Budget 2021-222	Actual MTD	Actual YTD	Total 2020-2022	Comments
SR12 - Yathong - Gravel Fixing Local Roads (\$2.9M funding; \$730k council cont)				68,786.23	68,786.23		Crushing and grading
SR 7 - Mt Gap - Causeway Stabilisation	\$ 46,851.50	\$ -	\$ 46,851.50	-	-	-	Not required - transfer to SR18
SR 18 Bruce Cullenward Rd - gravel resheet			250,000.00	27,796.36	344,002.90		Complete
SR 9 Neckarbo Rd - gravel resheet R2R			200,000.00	-	27,686.00		Postponed / Transfer to SR6
SR6 Pulpulla Rd (R2R \$568000) (FLR \$50000000)	\$ 5,568,000.00	\$ 2,048,512.75	\$ 3,519,487.25	\$ 1,056.82	\$ 3,962,504.94	\$ 6,011,017.69	Complete
Grids and Culverts	\$ 1,250,000.00	\$ -	\$ 2,500,000.00	-	\$ 3,821.46	\$ 3,821.46	Tender Complete
MR 7518 Barnato - Tilpa Resealing			-	610.80	9,154.96		Urgent works to complete program
SR1 Buckambe Rd	\$ 200,000.00	\$ -	\$ 200,000.00	-	46,737.50	46,737.50	Work in progress
MR407 - Muliya Road Repair Program			800,000.00	62,572.24	203,124.83		Gravel carted and spread
MR 411 Tipping Way - Bend Alignment	\$ 46,851.50	\$ -	\$ 46,851.50	-	-	-	Not required - transfer to SR18
Wool Track construction (MR416) (REPAIR program)			101,475.46	23,377.89	23,377.89		Linemarking to be completed late April
SR 3 Nelyambo Road - gravel re sheet R2R			300,000.00	-	180,876.85		Currently being assessed for flood damage
SR 13A Lerida Rd - Resealing (R2R)	\$ 681,314.00	\$ 479,327.04	\$ 201,986.96	-	-	479,327.04	Funds not required - transfer to SR6
SR31 - Moolah Rd - R2R			-	-	14,320.00		Complete
SR20 Grain Rd - R2R - Initial seal			150,000.00	-	156,899.50		Complete
SR 24 Mt Grace - gravel resheet			378,500.00	11,941.80	326,920.10		Complete
SR26 Wilga Downs Rd - Fixing Local Roads (\$250k R2R)	\$ 3,039,825.00	\$ -	\$ 3,039,824.58	\$ 156,299.35	\$ 833,433.97	\$ 833,433.97	7km of gravel carted and layed
Cobar Industrial Estate Road and Storm Water Upgrades - Stage 1 (R4R)			1,375,921.00	5,260.76	48,589.92		Project startup phase
Cobar Industrial Estate Road and Storm Water Upgrades - Stage 2 (R4R)			4,129,942.00	-	-	-	
TOTALS	\$ 10,785,990.50	\$ 2,527,839.79	\$ 20,891,640	\$ 359,702.25	\$ 6,250,237		
Total			\$ 6,250,237				
Budget for 2021/2022			\$ 20,891,640				
Balance			\$ 14,641,403				

Shire Roads Maintenance as at 31 March 2022		Actual 2020-21	Actual YTD	Actual MTD	Comments
Road Inspections Shire Roads	\$	132,521.07	\$ 98,300.14	\$ 13,478.34	Ongoing
SR1 Buckanbe Road/Budda Road - Graveling	\$	34,671.47	\$ 25,985.00	\$ -	Gravel patching
SR1 Buckanbe Road/Budda Road - Maintenance Grading	\$	3,374.82	\$ 7,026.18	\$ -	Maintenance grading
SR1 - Vegetation Maintenance	\$	-	\$ -	\$ -	
SR2 Seventy Eight Mile Road - Graveling	\$	18,015.62	\$ 60,015.91	\$ -	Gravel Patching
SR2 Seventy Eight Mile Road - Maintenance Grading	\$	-	\$ 7,404.17	\$ 6,775.41	Bore License - Musheroo
SR2 - Vegetation Maintenance	\$	-	\$ -	\$ -	
SR3 Nelyambo Bridge Road - General Maintenance	\$	-	\$ 45,300.00	\$ 1,200.00	Drainage Maintenance
SR3 Nelyambo Bridge Road - Maintenance Grading	\$	-	\$ 56,302.15	\$ -	Maintenance Grading
SR3 - Vegetation Maintenance	\$	-	\$ -	\$ -	
SR4 - Graveling	\$	-	\$ -	\$ -	
SR4 Gidgee Road - Maintenance Grading	\$	2,445.07	\$ -	\$ -	
SR4 - Vegetation Maintenance	\$	-	\$ -	\$ -	
SR5 - General Maintenance	\$	-	\$ -	\$ -	
SR5 - Maintenance Grading	\$	-	\$ -	\$ -	
SR5 - Vegetation Maintenance	\$	-	\$ -	\$ -	
SR6 - Graveling	\$	-	\$ -	\$ -	
SR6 Pulpulla Road - Maintenance Grading	\$	58,056.04	\$ 4,953.01	\$ 832.01	Spot Grading
SR6 - Vegetation Maintenance	\$	-	\$ 464.32	\$ 464.32	Clearing outlets
SR7 Mount Gap Road - Graveling	\$	-	\$ 221.45	\$ -	
SR7 Mount Gap Road - Maintenance Grading	\$	32,682.21	\$ 13,361.74	\$ 4,172.73	Emergency Works - Flood damage at Wells Creek
SR7 - Vegetation Maintenance	\$	-	\$ -	\$ -	
SR8 - General Maintenance	\$	-	\$ 854.56	\$ -	
SR8 Coomeratta Road - Maintenance Grading	\$	-	\$ 2,378.40	\$ -	
SR8 - Vegetation Maintenance	\$	-	\$ -	\$ -	
SR9 - Graveling	\$	-	\$ 1,981.85	\$ -	
SR9 Neckarbo Road - Maintenance Grading	\$	2,481.50	\$ 4,910.53	\$ -	
SR9 - Vegetation Maintenance	\$	-	\$ 2,250.00	\$ -	
SR10 - Graveling	\$	3,920.00	\$ 7,382.50	\$ -	
SR10 Belarabon Road - Maintenance Grading	\$	8,394.74	\$ 11,987.98	\$ 6,775.41	Bore License - Tiltagara
SR10 - Vegetation Maintenance	\$	-	\$ -	\$ -	
SR11 - General Maintenance	\$	379.24	\$ 26,595.62	\$ -	
SR11 Bloomfield Road - Maintenance Grading	\$	-	\$ 9,628.27	\$ 6,775.41	Maintenance grading
SR11 - Vegetation Maintenance	\$	-	\$ -	\$ -	
SR12 Yathong Road - Graveling	\$	-	\$ 1,358.15	\$ 1,314.00	Ordering of 2x Signs
SR12 - Vegetation Maintenance	\$	1,704.55	\$ -	\$ -	
SR13 - Graveling	\$	-	\$ 120,479.70	\$ -	
SR13 Bedooba Road - Maintenance Grading	\$	2,942.69	\$ 66,396.78	\$ 6,775.41	Bore License - Lachlan Downs
SR13 Lerida Road - Vegetation Maintenance	\$	1,944.55	\$ 11,430.07	\$ -	
SR13 Lerida Road - Maintenance Sealed Length	\$	17,843.65	\$ 49,436.18	\$ 48,876.37	Construction of cut-off wall
SR14 Manuka Road - General Maintenance	\$	-	\$ -	\$ -	

Shire Roads Maintenance as at 31. March 2022						
	Actual 2020-21	Actual YTD	Actual MTD	Comments		
SR14 Manuka Road - Maintenance Grading	\$ 3,259.44	\$ -	\$ -			
SR14 Manuka Road - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR15 Shuttleton Road - General Maintenance	\$ -	\$ -	\$ -			
SR15 Shuttleton Road - Maintenance Grading	\$ 77.39	\$ -	\$ -			
SR15 Shuttleton Road - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR16 - General Maintenance	\$ -	\$ -	\$ -			
SR16 Sandy Creek Road - Maintenance Grading	\$ -	\$ -	\$ -			
SR16 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR17 - Gravelling	\$ -	\$ -	\$ -			
SR17 Merri Road - Maintenance Grading	\$ 57,676.73	\$ 4,426.58	\$ -	Maintenance grading		
SR17 - Vegetation Maintenance	\$ 2,152.24	\$ 689.51	\$ -			
SR18 - Gravelling	\$ 498.59	\$ 1,116.03	\$ -			
SR18 Bruce Cullenward Road - Maintenance Grading	\$ 160,858.44	\$ 54,317.96	\$ 47,040.79	Maintenance Grading		
SR18 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR19 Burthong Road - Gravelling	\$ -	\$ -	\$ -			
SR19 Burthong Road - Maintenance Grading	\$ 17,955.66	\$ 73,025.82	\$ -			
SR19 - Vegetation Maintenance	\$ 1,704.55	\$ -	\$ -			
SR20 - Gravelling	\$ -	\$ -	\$ -			
SR20 Grain Road - Maintenance Grading	\$ 118,450.92	\$ 318,190.66	\$ 178.36	Supervision		
SR20 Grain Road - Vegetation Maintenance	\$ 1,704.55	\$ -	\$ -			
SR20 Grain Road - Maintenance Sealed Length	\$ 17,723.51	\$ 775.13	\$ -			
SR21 - General Maintenance	\$ -	\$ -	\$ -			
SR21 Tallebung Road - Maintenance Grading	\$ 90,819.34	\$ 44,261.43	\$ -			
SR21 - Vegetation Maintenance	\$ 1,704.55	\$ -	\$ -			
SR22 - Gravelling	\$ 404.46	\$ -	\$ -			
SR22 Round Hill Road - Maintenance Grading	\$ 41,268.35	\$ 223,244.36	\$ 14,432.72	Maintenance grading		
SR22 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR23 Booberoi Road - General Maintenance	\$ 26,902.14	\$ -	\$ -			
SR23 Booberoi Road - Maintenance Grading	\$ 16,154.59	\$ 10,969.13	\$ 258.81	Supervision		
SR23 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR24 Mount Grace Road - Gravelling	\$ 8,030.46	\$ -	\$ -			
SR24 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR25 Wilgaroon Road - General Maintenance	\$ -	\$ 515.80	\$ -			
SR25 Wilgaroon Road - Maintenance Grading	\$ -	\$ 10,371.51	\$ 10,050.00	Maintenance grading		
SR25 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR26 - Gravelling	\$ 1,202.03	\$ 2,008.48	\$ -			
SR26 Wilga Downs Road - Maintenance Grading	\$ 34.40	\$ 6,776.86	\$ 1,015.99	Supervision		
SR26 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR27 Cooneybar Road - Gravelling	\$ -	\$ -	\$ -			
SR27 Cooneybar Road - Maintenance Grading	\$ 8,243.66	\$ 230.43	\$ -			
SR27 - Vegetation Maintenance	\$ -	\$ -	\$ -			

Shire Roads Maintenance as at 31 March 2022						
	Actual 2020-21	Actual YTD	Actual MTD	Comments		
SR28 - General Maintenance	\$ -	\$ 2,820.75	\$ -			
SR28 Yimkin Road - Maintenance Grading	\$ 25,713.43	\$ 1,795.25	\$ -			
SR28 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR29 - Gravelling	\$ -	\$ 67,958.79	\$ 65,414.38	Gravel Patching		
SR29 Booroomugga Road - Maintenance Grading	\$ 112,607.42	\$ 10,211.52	\$ -			
SR29 Booroomugga Road - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR30 - Gravelling	\$ -	\$ -	\$ -			
SR30 Canbelego Road - Maintenance Grading	\$ 2,795.15	\$ 1,149.16	\$ -			
SR30 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR31 - Gravelling	\$ 1,757.37	\$ 7,817.50	\$ -			
SR31 Moolah Road - Maintenance Grading	\$ -	\$ 17,013.85	\$ -			
SR31 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR32 - Gravelling	\$ -	\$ 8,053.50	\$ -			
SR32 Developmental Road - Maintenance Grading	\$ -	\$ 8,274.60	\$ 6,775.41	Bore License - Pine Hill		
SR32 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR33 - General Maintenance	\$ -	\$ -	\$ -			
SR33 Nymagee Station Road - Maintenance Grading	\$ 56,436.18	\$ 553.03	\$ -			
SR33 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR34 - General Maintenance	\$ -	\$ -	\$ -			
SR34 Wallacevale Road - Maintenance Grading	\$ -	\$ 230.43	\$ -			
SR34 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR35 - General Maintenance	\$ -	\$ -	\$ -			
SR35 Osterly Downs Road - Maintenance Grading	\$ -	\$ -	\$ -			
SR35 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR36 - General Maintenance	\$ -	\$ -	\$ -			
SR36 Palesthan Road - Maintenance Grading	\$ 234,099.94	\$ 34,957.41	\$ -			
SR36 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR37 - General Maintenance	\$ 1,722.70	\$ -	\$ -			
SR37 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR38 - General Maintenance	\$ 184.93	\$ 379.41	\$ -			
SR38 CSA Access Road - Grader Maintenance	\$ 60.82	\$ 124.11	\$ -			
SR38 - Vegetation Maintenance	\$ -	\$ 1,127.95	\$ 779.70	Spraying		
SR38 - Sealed Maintenance	\$ -	\$ -	\$ -			
SR39 - General Maintenance	\$ -	\$ -	\$ -			
SR39 Coombie Road - Maintenance Grading	\$ -	\$ -	\$ -			
SR39 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR40 Filtration Plant Road - General Maintenance	\$ -	\$ 1,025.78	\$ 1,025.78	Maintenance grading		
SR40 Filtration Plant Road - Grader Maintenance	\$ -	\$ 372.99	\$ -			
SR40 - Vegetation Maintenance	\$ -	\$ -	\$ -			
SR40 - Sealed Maintenance	\$ -	\$ -	\$ -			
SR41 - General Maintenance	\$ -	\$ -	\$ -			
SR41 Tilpa Weir Road - Maintenance Grading	\$ -	\$ 4,798.00	\$ -			

Shire Roads Maintenance as at 31 March 2022					
	Actual 2020-21	Actual YTD	Actual MTD	Comments	
SR41 - Vegetation Maintenance	\$ -	\$ -	\$ -	-	
SR42 Endeavor Mine Road - General Maintenance	\$ -	\$ 548.85	\$ -	-	
SR42 Endeavor Mine Road - Grader Maintenance	\$ 121.09	\$ 3,000.00	\$ -	-	
SR42 Endeavor Mine Road - Vegetation Maintenance	\$ -	\$ 3,767.92	\$ -	-	
SR42 Endeavor Mine Road - Sealed Maintenance	\$ 186.93	\$ -	\$ -	-	
SR43 - General Maintenance	\$ -	\$ -	\$ -	-	
SR43 Sewerage Works Road - Maintenance Grading	\$ -	\$ -	\$ -	-	
SR43 - Vegetation Maintenance	\$ -	\$ -	\$ -	-	
SR44 - General Maintenance	\$ -	\$ -	\$ -	-	
SR44 Old Reservoir Road - Maintenance Grading	\$ 2,424.79	\$ 1,676.89	\$ -	-	
SR44 - Vegetation Maintenance	\$ -	\$ -	\$ -	-	
SR45 - General Maintenance	\$ -	\$ -	\$ -	-	
SR45 - Grader Maintenance	\$ -	\$ -	\$ -	-	
SR45 - Vegetation Maintenance	\$ -	\$ -	\$ -	-	
SR45 - Sealed Maintenance	\$ 1,957.49	\$ -	\$ -	-	
SR46 - Gravel & Seal	\$ 924.63	\$ 1,208.41	\$ -	-	
SR46 Rosevale Road - Maintenance Grading	\$ 54,238.76	\$ 2,225.46	\$ -	-	
SR46 - Vegetation Maintenance	\$ -	\$ -	\$ -	-	
SR48 Euabalong Tip Road - Maintenance Grading	\$ 900.52	\$ 1,146.37	\$ -	-	
SR 6 - Pulpulla	\$ -	\$ -	\$ -	-	
SR 7 - Mt Gap	\$ 675.88	\$ -	\$ -	-	
SR 8 - Coommeratta	\$ -	\$ -	\$ -	-	
SR 9 - Neckarboo	\$ -	\$ -	\$ -	-	
SR 10 - Belarabon	\$ -	\$ 15.02	\$ -	-	
SR 12 - Yathong	\$ -	\$ -	\$ -	-	
SR 15 - Shuttleton	\$ -	\$ -	\$ -	-	
SR 17 - Roto	\$ -	\$ -	\$ -	-	
SR 18 - Bruce Cullenward	\$ -	\$ -	\$ -	-	
SR 19 - Burthong	\$ -	\$ -	\$ -	-	
SR 20 - The Grain Road	\$ -	\$ -	\$ -	-	
SR 22 - Round Hill	\$ -	\$ -	\$ -	-	
SR 23 - Booberoi	\$ -	\$ -	\$ -	-	
SR 24 - Willanthy	\$ -	\$ -	\$ -	-	
SR 25 - Wilgaroon	\$ -	\$ -	\$ -	-	
SR 26 - Byrock	\$ -	\$ -	\$ -	-	
SR 27 - Coolibah	\$ -	\$ -	\$ -	-	
SR 28 - Yimkim	\$ -	\$ -	\$ -	-	
SR 29 - Booroomugga	\$ -	\$ -	\$ -	-	
SR 31 - Trida	\$ -	\$ -	\$ -	-	
SR 32 - Developmental	\$ -	\$ -	\$ -	-	
SR 36 - Gunnebang	\$ -	\$ -	\$ -	-	
TOTALS	\$ 1,394,252.77	\$ 1,569,577.30	\$ 244,411		

Shire Roads Maintenance as at 31 March 2022

Actual 2020-21 Actual YTD Actual MTD Comments

	Actual 2020-21	Actual YTD	Actual MTD	Comments
Total		\$ 1,569,577	1,569,577	
Budget for 2021/2022		\$ 1,483,952	1,483,952	
BALANCE		-\$ 85,625	85,625	

Regional Roads Maintenance as at 31 March 2022						
	Actual 2020-21	Actual YTD	Actual MTD	Comments		
Regional Roads Maintenance as at 31 March 2022						
Road Inspections Regional Roads	\$ 8,044.55	\$ -	\$ -			
Traffic Facilities	\$ 2,317.17	\$ 1,635.25	\$ 587.57	TCP		
MR 228 - General Maintenance - CLOSED	\$ -	\$ -	\$ -			
MR 228 Whitbarrow Way - Pavement Maintenance	\$ 3,213.55	\$ 3,094.62	\$ -			
MR 228 Whitbarrow Way - Vegetation Maintenance	\$ -	\$ -	\$ -			
MR 228 Whitbarrow Way - Maintenance Grading	\$ -	\$ -	\$ -			
Regional Road Signage	\$ -	\$ 2,970.80	\$ -			
MR 407 Mulya Road - General Maintenance	\$ 25,200.77	\$ 61,399.01	\$ 833.63	Repair Washout		
MR 407 Mulya Road - Pavement Maintenance	\$ 3,062.31	\$ 3,759.20	\$ -			
MR 407 Mulya Road - Gravel Resheeting	\$ 33,597.24	\$ -	\$ -			
MR 407 Mulya Road - Vegetation Maintenance	\$ -	\$ -	\$ -			
MR 407 Mulya Road - Maintenance Grading	\$ 224,269.63	\$ 2,970.19	\$ -			
MR 407 Mulya Road - Sealing	\$ -	\$ -	\$ -			
MR 411 Tipping Way - General Maintenance	\$ -	\$ -	\$ -			
MR 411 Tipping Way - Pavement Maintenance	\$ 30,712.61	\$ 133,526.67	\$ 1,272.37	Jet Patching		
MR 411 Tipping Way - Gravel Resheeting	\$ -	\$ -	\$ -			
MR 411 Tipping Way - Vegetation Maintenance	\$ -	\$ -	\$ -			
MR 411 Tipping Way - Maintenance Grading	\$ 4,360.91	\$ 624.63	\$ 51.59	Supervision		
MR 411 Tipping Way - Sealing	\$ -	\$ -	\$ -			
MR 416 The Wool Track - General Maintenance	\$ 14,274.71	\$ 54,160.10	\$ 468.00	Supervision		
MR 416 The Wool Track - Pavement Maintenance	\$ 3,512.90	\$ 13,441.71	\$ -			
MR 416 The Wool Track - Gravel Resheeting	\$ 379,837.09	\$ 283,674.70	\$ 36,501.78	Spreading gravel		
MR 416 The Wool Track - Vegetation Maintenance	\$ -	\$ 225.73	\$ -			
MR 416 The Wool Track - Maintenance Grading	\$ 119,542.91	\$ 80,616.03	\$ 27,458.77	Maintenance grading		
MR 416 The Wool Track - Sealing	\$ -	\$ -	\$ -			
MR 419 Glenwood Road - General Maintenance	\$ 742.13	\$ 8,751.30	\$ 512.88	Supervision		
MR 419 Glenwood Road - Gravel Resheeting	\$ 59.50	\$ -	\$ -			
MR 419 Glenwood Road - Vegetation Maintenance	\$ -	\$ -	\$ -			
MR 419 Glenwood Road - Maintenance Grading	\$ 1,518.43	\$ 130,385.92	\$ 525.33	Supervision		
MR 423 Lachlan Valley Way - General Maintenance	\$ -	\$ -	\$ -			
MR 423 Lachlan Valley Way - Pavement Maintenance	\$ 15,749.76	\$ 18,103.58	\$ 1,039.64	Jet Patching		
MR461 Priory Tank/Balowra Road - General Maintenance	\$ 10,608.76	\$ 94.55	\$ -			
MR461 Priory Tank/Balowra Road - Pavement Maintenance	\$ 6,689.95	\$ 3,322.81	\$ -			
MR461 Priory Tank/Balowra Road - Vegetation Maintenance	\$ -	\$ -	\$ -			
MR461 Priory Tank/Balowra Road - General Maintenance	\$ 8,153.53	\$ 461.84	\$ 52.00	Water Purchase		
MR7518 Fifty Two Mile Road - General Maintenance	\$ 14,012.34	\$ 26,641.98	\$ 22,120.53	Maintenance grading		
MR7518 Fifty Two Mile Road - Pavement Maintenance	\$ 3,224.98	\$ 23,833.38	\$ -			
MR7518 Fifty Two Mile Road - Gravel Resheeting	\$ 8,800.00	\$ 18,246.87	\$ -			
MR7518 Fifty Two Mile Road - Vegetation Maintenance	\$ -	\$ 5,675.19	\$ -			
MR7518 Fifty Two Mile Road - Maintenance Grading	\$ 253,187.31	\$ 148,642.31	\$ 43,583.06	Maintenance grading		
MR7518 Fifty Two Mile Road - Sealing	\$ 179,741.55	\$ 2,204.24	\$ -			
MR7521 Kiacatoo Road - General Maintenance	\$ 3,018.48	\$ 1,345.94	\$ -			
MR7521 Kiacatoo Road - Pavement Maintenance	\$ 18,518.79	\$ 6,671.22	\$ 329.24	Supervision		
MR7521 Kiacatoo Road - Gravel Resheeting	\$ -	\$ -	\$ -			

Regional Roads Maintenance as at 31 March 2022						
	Actual 2020-21	Actual YTD	Actual MTD	Comments		
MR7521 Kiacatoo Road - Vegetation Maintenance	\$ -	\$ -	\$ -	-		
MR7521 Kiacatoo Road - Maintenance Grading	\$ 274.00	\$ 2,719.64	\$ 196.66	Supervision		
MR7522 The Wool Track - General Maintenance	\$ 40,637.40	\$ 1,994.50	\$ -			
MR7522 The Wool Track - Gravel Resheeting	\$ 102,843.49	\$ 13,569.62	\$ 13,569.62	Maintenance grading		
MR7522 The Wool Track - Vegetation Maintenance	\$ -	\$ -	\$ -			
MR7522 The Wool Track - Maintenance Grading	\$ -	\$ -	\$ -			
MR 461 Priory Tank/Balowra Road - General Maintenance	\$ 116.07	\$ 653.66	\$ -			
MR 461 - Pavement Maintenance	\$ -	\$ -	\$ -			
MR 61 - Vegetation Maintenance	\$ -	\$ -	\$ -			
MR 61 - Resealing	\$ -	\$ -	\$ -			
MR 68 Curranjalpa Road - General Maintenance	\$ 8,799.98	\$ -	\$ -			
MR 68 - Gravel Resheeting	\$ -	\$ 95,833.00	\$ -			
MR 68 - Vegetation Maintenance	\$ -	\$ -	\$ -			
MR 68 Curranjalpa Road - Maintenance Grading	\$ -	\$ -	\$ -			
MR 7524 Frederick St - Highway to Louth Rd	\$ -	\$ -	\$ -			
TOTALS	\$ 1,528,642.80	\$ 1,150,326.51	\$ 149,102.67			
Total		\$ 1,150,326.51				
Budget for 2021/2022		\$ 1,416,498.00				
Balance		\$ 266,171.49				

FLOOD DAMAGE CLAIM (MARCH & NOVEMBER 2021 FLOOD EVENT)

Flood Damage Expenditures as of 31			
March 2022	Actual YTD	Actual MTD	Comments
SHIRE Roads			
SR3 - Flood Damage	\$ 28,916.03	\$ 27,600.66	
SR1 - Flood Damage	\$ 56,086.32	\$ 612.91	Inspection
SR2 - Flood Damage	\$ 135,927.60	\$ -	
SR6 - Flood Damage	\$ 146,839.54	\$ 146,839.54	Flattening and Widening Road
SR7 - Flood Damage	\$ 105,171.80	\$ -	
SR8 - Flood Damage	\$ 21,598.03	\$ -	
SR9 - Flood Damage	\$ 63,578.50	\$ -	
SR10 - Flood Damage	\$ 63,952.53	\$ -	
SR11 - Flood Damage	\$ 40,283.19	\$ -	
SR12 - Flood Damage	\$ 13,975.45	\$ -	
SR13 - Flood Damage	\$ 50,387.81	\$ -	
SR18 - Flood Damage	\$ 14,750.86	\$ 1,536.36	
SR20 - Flood Damage	\$ 8,247.47	\$ -	
SR21 - Flood Damage	\$ 184.21	\$ -	
SR22 - Flood Damage	\$ 33,037.50	\$ -	
SR24 - Flood Damage	\$ 3,847.50	\$ 3,847.50	
SR25 - Flood Damage	\$ 2,725.43	\$ -	
SR26 - Flood Damage	\$ 15,586.35	\$ -	
SR27 - Flood Damage	\$ 7,411.34	\$ 708.83	Traffic Control
SR32 - Flood Damage	\$ 38,473.17	\$ 1,103.17	Inspection
SR33 - Flood Damage	\$ 12,959.32	\$ -	
SR34 - Flood Damage	\$ 28,316.86	\$ -	
SR35 - Flood Damage	\$ 40,912.88	\$ -	
SR37 - Flood Damage	\$ 2,160.00	\$ -	
SUB-TOTALS	\$ 935,330	\$ 182,249	
REGIONAL Roads			
MR68 - Flood Damage	\$ 191,940.92	\$ 8,712.76	Inspection
MR407 - Flood Damage	\$ 25,993.77	\$ -	
MR416 - Flood Damage	\$ 64,922.83	\$ 24,155.68	
MR419 - Flood Damage	\$ -	\$ -	
MR461 - Flood Damage	\$ 46,910.39	\$ 712.73	
MR7518 - Flood Damage	\$ 33,127.21	\$ -	
SUB-TOTALS	\$ 362,895	\$ 33,581	
TOTALS	\$ 1,298,225	\$ 215,830	
Budget for 2021/2022	\$ 2,800,000		\$1.4M for each flood event
BALANCE	\$ 1,501,775		