



NORTHERN
RIVERS
JOINT ORGANISATION

**AGENDA FOR THE
NORTHERN RIVERS JOINT ORGANISATION (NRJO)
BOARD ORDINARY MEETING**

Date: Friday, 19 May 2023

Time: 10.00am to 1.30pm

Venue: Ballina Shire Council
40 Cherry Street Ballina

Or: **Microsoft Teams**
[Click here to join the meeting](#)



ORDINARY BOARD MEETING AGENDA

Date	19 May 2023
Venue	Ballina Shire Council (40 Cherry Street, Ballina NSW 2478)
Time	9.30am to 1.30pm (10am start)

- 1. Opening of the meeting**
- 2. Acknowledgement of Country**
We acknowledge that this meeting is held upon the land of the Traditional Custodians and we pay our respects to Elders past, present and future.
- 3. Apologies-** Cr Jeff McConnell (Scenic Rim), Mr Paul Hickey (General Manager, Ballina Shire),
- 4. Disclosure of Interest**
- 5. Address by official visitor(s)**
 - 5.1 The Hon. Rose Jackson - Minister for Water, Minister for Housing, Minister for Homelessness, Minister for Mental Health, Minister for Youth, Minister for the North Coast, Member of the Legislative Council
 - 5.2 Kieron Hendicott – Executive Director, Northern Rivers Reconstruction Corporation (NRRC). On behalf of Mr David Witherdin
- 6. Confirmation of minutes and business arising from the minutes from 17 February 2023.....2**
- 7. Urgent Business**
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Phillip Rudd
Executive Officer



5. Address by official visitor(s)

RECOMMENDATION:

That the Board receive and note address by official visitors.

- The Hon. Rose Jackson - Minister for Water, Minister for Housing, Minister for Homelessness, Minister for Mental Health, Minister for Youth, Minister for the North Coast, Member of the Legislative Council
- Keiron Hendicott, Executive Director - Northern Rivers Reconstruction Corporation (NRRC). On behalf of Mr David Witherdin (Chief Executive) who sends his apologies.



6. Confirmation of Minutes and Business Arising

NORTHERN RIVERS JOINT ORGANISATION (NRJO) BOARD MINUTES OF MEETING HELD FRIDAY 17 FEBRUARY 2023 AT TWEED SHIRE COUNCIL

The meeting commenced :

10.01am In attendance:

Mayors:

- Cr Sharon Cadwallader, Ballina Shire Council (Chair)
- Cr Kylie Thomas, Kyogle Council (Deputy Chair) (11:35 – 12:04pm)
- Cr Chris Cherry, Tweed Shire Council
- Cr Steve Krieg, Lismore City Council
- Cr Michael Lyon, Byron Shire Council
- Cr Robert Mustow, Richmond Valley Council

General Managers:

- Mark Arnold, Byron Shire Council
- Paul Hickey, Ballina Shire Council present
- Troy Green, Tweed Shire Council
- Jon Gibbons, Lismore City Council present

Other Attendees:

- Louise McMeeking, director (Regional NSW North Coast)
- Phillip Rudd (NRJO)
- Vicky Scott (NRJO)
- Michael Thurston, General Manager (Destination North Coast)
- Avey McCann - Chief of Staff, Lismore City Council
- Nathan McGrath, Director (Regional Development Australia)
- Robyn Waldron (Minute Taker)

Address by official visitors:

- David Witherdin, Northern Rivers Reconstruction Corporation (NRRRC)
- Dr Jai Vaze, Senior Principal Research Scientist (Hydrologist) CSIRO via Teams

1. OPENING OF THE MEETING

Chair extended a welcome to everyone to today's meeting.

2. ACKNOWLEDGEMENT OF COUNTRY

We acknowledge that this meeting is held upon the land of the Bundjalung people who are the Traditional Custodians of this Land. We pay our respects to Elders past, present and future.



3. APOLOGIES

170223/1 RESOLVED (*Lyon/Cherry*) that apologies be received and accepted on behalf of Mr Vaughan MacDonald (Richmond Valley Council); Cr Jeff McConnell (Scenic Rim Regional Council), Anita Gambhir (Office of Local Government)
(CARRIED)

Apologies due to technology issues were received from Graham Kennett (Kyogle Shire Council), Cr Ian Tiley and Laura Black (Clarence Valley Council).

4. CONFIRMATION OF MINUTES AND BUSINESS ARISING FROM THE MINUTES

170223/2 RESOLVED (*Krieg/Cherry*) that the Minutes of the meeting held 2 December 2022 and business arising be approved with the modification of Vaughan MacDonald being an apology.
(CARRIED)

5. DECLARATIONS OF INTEREST

Nil

6. ADDRESS BY OFFICIAL VISITORS

6.1 David Witherdin, Northern Rivers Reconstruction Corporation (*present*)

6.2 **Dr Jai Vaze, Senior Principal Research Scientist (Hydrologist) CSIRO** (*on-line*)

170223/3 RESOLVED (*Krieg/Cherry*) that the NRJO Board receive and note the presentations.
(CARRIED)

170223/4 RESOLVED (*Krieg/Lyon*) that Cr Kylie Thomas join the meeting by phone. Cr Kylie Thomas, Mayor Kyogle Shire Council joined meeting by phone 11:35am

7. NOTICES OF MOTION

7.1 CMA 2023 State Election Priorities

170223/5 RESOLVED (*Thomas/Mustow*) that NRJO Board receive and note the report on the CMA 2023 State Election Priorities.
(CARRIED)



7.2 Polystyrene building products such as single use “Waffle Pods”

170223/6 RESOLVED (Cherry/Mustow) that NRJO Board write to the State Government and advocate for recycled and compostable products to be encouraged and supported in the construction industry to transition away from the use of polystyrene building products such as single use “Waffle Pods”.

(CARRIED)

8. REPORTS

8.1 Executive Officer Report

170223/7 RESOLVED (Cherry/Krieg) that the NRJO Board receive and note the Executive Officer report.

(CARRIED)

Nathan McGrath left meeting 11:55am

8.2 Statement of Revenue

170223/8 RESOLVED (Cherry/Krieg) that:

1. The NRJO Board endorses the draft 2023/24 Budget and Statement of Revenue policy as provided in the body of the report, for public exhibition.
2. The draft Budget and Statement of Revenue Policy for 2023/24 be published on the website for 28 days.
3. If public submissions are made during the public exhibition period, a report be furnished to the NRJO May 2023 meeting, including Executive Officer comments on how the submissions have been considered, for the Board to determine a position on endorsement of the 2023/24 Budget and Statement of Revenue policy.
4. If no public submissions are made during the public exhibition period, the version of the draft the 2023/24 Budget and Statement of Revenue policy placed on public exhibition, is deemed to be adopted by the Board.

(CARRIED)

8.3 Financial Report

170223/9 RESOLVED (Mustow/Cherry) that the NRJO Board receive and note the Financial Report for period ending 31 January 2023.

(CARRIED)

Cr Kylie Thomas, Mayor Kyogle Shire Council left the meeting 12:04pm



8.4 Clarence Valley Council Membership Proclamation

170223/10 RESOLVED (*Cherry/Lyon*) that the NRJO Board:

1. Receive and note the report.
2. Officially welcome Clarence Valley Council as a voting member of the Northern Rivers Joint Organisation; and
3. Thank the Minister for Local Government for facilitating the making of the NSW Government proclamation required to declare Clarence Valley Council a voting member of the Northern Rivers Joint Organisation.

(CARRIED)

8.5 Clarence Valley Regional Update- Magazine

8.6 Scenic Rim Regional Council

8.7 Office of Local Government

170223/11 RESOLVED (*Lyon/Mustow*) that the NRJO Board receive and note the above three reporting documents as one resolution.

(CARRIED)

8.8 Destination North Coast

170223/12 RESOLVED (*Cherry/Krieg*) that the NRJO Board receive and note the report from Destination North Coast.

(CARRIED)

8.9 Regional Development Australia Northern Rivers

170223/13 RESOLVED (*Mustow/Cherry*) that the NRJO Board receive and note the report from Regional Development Australia Northern Rivers.

(CARRIED)

8.10 Regional NSW – Louise McKeeking

170223/14 RESOLVED (*Krieg/Lyon*) that the NRJO Board

1. Receive and note the report from Regional NSW
2. Regional NSW forward through the presentation to the NRJO for information. (CARRIED)

9. URGENT BUSINESS

170223/15 RESOLVED (*Lyon/Krieg*) that reducing costs for NSW Local Government Elections be received and discussed as Urgent Business.

(CARRIED)



9.1 Reducing Costs for NSW Local Government Elections – Chris Cherry

170223/16 RESOLVED (Lyon/Krieg) that the NRJO Chair urgently advocates to

1. Local Government NSW and the Minister for Local Government to receive a 40% rebate for the holding of 2024 NSW Local government elections for all natural disaster impacted Councils.
2. Minister for Local Government of NSW seek advice from councils in reducing the number of polling booths on election days and reduce the pre-polling to commence the Saturday prior to election day.

(CARRIED)

10. CONFIDENTIAL ITEMS

No items of confidential business were raised.

11. CORRESPONDENCE REPORT

170223/17 RESOLVED (Cherry/Lyon) that the Board receive and note correspondence.

(CARRIED)

12. CLOSE OF BUSINESS

There being no further business the meeting closed at 12.25pm

Next scheduled meeting Friday 19 May 2023 - Byron Shire Council, 70 Station Street Mullumbimby

Please find attached presentations from

Mr David Witherdin, Chief Executive Officer, Northern Rivers Reconstruction Corporation

- Update for the Northern Rivers Joint Organisation
- Joint Media Release

Ms Louise McMeeking, Director, Regional Development North Coast



ACTION LOG

17 February 2023

Agenda Item	Description	Responsibility	Current Status
6.1	Mr. David Witherdin, Northern Rivers Reconstruction Corporation to be invited to all 2023 meetings for the NRJO to present updates.	NRJO admin	Completed
7.2	A letter to be sent to the State government and advocate for recycled and compostable products be encouraged/supported in the construction industry	NRJO Chair and Exec. Officer	Completed
8.2.2	Draft Budget and Statement of Revenue Policy 2023/24 be published on the website for 28 days	Financial Officer	Completed
8.10	The Presentation from the Department Regional NSW be forwarded to NRJO for information	Louise McMeeking, Department Regional NSW and NRJO admin	Completed
9.1	Letter for Local Government NSW and Minister for Local Government to <ol style="list-style-type: none"> 1. request a 40% rebate for holding 2024 NSW local government elections in natural disaster impacted councils. and 2. to seek advice from councils in reducing the number of polling booths on election days and pre-polling to commence the Saturday prior to election day. 	NRJO Chair and Exec. Officer	Completed



8. Notice of Motion

8.1 Chair's Minute – Withdrawal of Emergency Services Levy Subsidy for NSW Councils

MOTION

That the Northern Rivers Joint Organisation Board request the Chair and Executive Officer seek an urgent meeting with the NSW Premier, Treasurer and Minister for Local Government to:

1. raise its significant concerns about the NSW Government's decision to withdraw the subsidy for increases to council contributions to the Emergency Services Levy in 2023–24 and the detrimental impact this will have for member councils and their services; and
2. advocate for:
 - a. the Emergency Services Levy subsidy for increases to council contributions to be restored;
 - b. councils to be given the means to recover the cost of their Emergency Services Levy contributions outside of the rate peg; and
 - c. a fairer, more transparent and financially sustainable method of funding critically important emergency services to be developed for councils and the community.

Purpose

Enable the Chair to raise with the NSW Government as a matter of urgency the Northern Rivers Joint Organisation's significant concerns about the decision to no longer subsidise the Emergency Services Levy's annual increases and its detrimental impact on member councils and their services.

Background

NSW councils are required under the *Emergency Services Levy Act 2017* to fund 11.7 percent of the annual costs of the Rural Fire Service, State Emergency Service and Fire and Rescue NSW.

Each council pays a different contribution (determined by Revenue NSW) depending on the extent of these emergency services in their local government area.

The NSW Government contributes 14.6 percent, with the remaining 73.7 percent funded by the insurance industry via property insurance premiums.

There is no mechanism by which councils can fund their contributions other than through general rates income.

Since 2018–19, the NSW Government has subsidised council contributions to the Emergency Services levy by covering their annual increases.



Withdrawal of Emergency Services Levy subsidy for 2023–24

In late-April 2023, the NRJO’s member councils (along with councils across NSW) were shocked to learn the new NSW Government would not be subsidising the increase to their Emergency Services Levy contributions in 2023–24.

According to Local Government NSW, the decision means an increase in the total contribution payable by councils for 2023–24 amounting to around \$76 million – taking it from \$143 million in the current financial year to \$219 million next year.

This represents a 53 percent increase, completely overshadowing the NSW Independent Pricing and Regulatory Tribunal’s (IPART) baseline rate peg of 3.7 percent for 2023–24.

While the NRJO and its member councils appreciate more than most just how critical well-funded emergency services are, the decision to scrap the subsidy for levy payments will undoubtedly lead to far-reaching, detrimental impacts for council expenditure on other essential community services and infrastructure.

The timing of the decision is especially disappointing and challenging given council resources and operations are already stretched dealing with natural disaster recovery efforts, high inflation and the lingering effects of the pandemic.

Plus, it comes late in the Integrated Planning and Reporting framework’s budgeting cycle and well after the IPART rate peg determination for 2023–24.

Member council and community impacts

NRJO member councils are already reporting that services will need to be reduced in order to cover the unexpected cost burden of their increased levy contributions for 2023–24.

A breakdown of the increases faced by each member council and how this affects their additional rate income is provided in the table below.

At this stage, it is expected member councils will have to divert over \$3 million to pay for their increased levy contributions, which represents around 27 percent of the additional rates income available to them.



NRJO member council	Current Emergency Services Levy payment	Expected increase in Emergency Services Levy payment for 2023/24 if no subsidy received (based on increases for previous years)	Expected increase in rate income for 2023/24
Ballina Shire Council	\$267,200 (2018/19 rate) \$322,442 (2022/23 rate)	\$149,600	\$1,309,000
Byron Shire Council	\$523,770 (2018/19 rate)	\$229,802	\$1,310,149
Clarence Valley Council	\$1,631,231 (2022/23 rate)	\$652,493	\$5,191,614
Kyogle Council	\$362,097 (2018/19 rate)	\$123,000	\$368,456
Lismore City Council	\$1,063,600 (2022/23 rate)	\$328,400	Not available
Richmond Valley Council	\$729,000 (2022/23 rate)	\$233,850	\$579,718
Tweed Shire Council	\$917,013 (2022/23 rate)	\$1,187,767	\$288,469

It should also be remembered that the significant increases to the Emergency Services Levy in 2023–24 will also be borne by Northern Rivers residents and business owners through higher property insurance premiums (estimated at between 18 to 40 percent).

8.2 Requesting assistance with DRFA funding – Mayor Chris Cherry

Motion

That The NRJO write to the NSW Treasurer, Minister for Emergency Services, Minister for Local Government and Minister for the North Coast and request urgent help with the administration of the DRFA funding for Northern Rivers Councils.

Purpose

The Northern Rivers Joint Organisation councils receive assistance with requesting the Disaster Recovery Funding Arrangements (DRFA) to provide definitive resolutions on timelines. This will allow impacted councils across the north coast to carry out restoration works under reasonable and clearly defined DRFA deadlines.

Background

Devastation in the wake of the disastrous floods in 2022 has left the value of repairs in the millions for impacted councils.

Extensions of time for the restoration works eligible for reimbursement under the DRFA grants have been very welcomed by councils. However, the extension of timeframes in some works has not been adequately defined and potentially leave north coast councils liable for the costs of works where they are unable to meet those deadlines.

Tweed Shire Council wrote to the Hon. Justine Elliot, Member for Richmond requesting assistance (please find following letter) to expedite a resolution so that Tweed Shire Council, and all other impacted councils across the north coast, can proceed with restoration works under reasonable and clearly defined DRFA deadlines. The restoration works cut-off dates requiring clarification and resolution are:-

- For evidence and registering of Emergency Work (EW) damages
- Evidence and registering of Immediate Registration Works (IRW)
- Evidence and registering of Essential Public Asset Restoration (EPAR) damages.

Conclusion

A letter from Northern Rivers Joint Organisation to the NSW Treasurer, Minister for Emergency Services, Minister for Local Government and Minister for the North Coast requesting urgent help with the administration of the DRFA funding for Northern Rivers Councils is being sought to gain a positive resolution.

Council Reference: DRFA Funding – AGRN1012
Your Reference:



5 May 2023

The Hon Justine Elliot, MP
Member for Richmond
PO Box 6996
Tweed Heads South NSW 2486

 **02 6670 2400**
 tsc@tweed.nsw.gov.au
 tweed.nsw.gov.au
    
 PO Box 816
Murwillumbah NSW 2484

Sent via email: Justine.Elliot.MP@aph.gov.au

Dear Ms Elliot

Defining and extending deadlines for DRFA funding for AGRN1012

As you are aware, Council is continuing to restore infrastructure damaged in the floods of February and March last year (known as event AGRN1012 under DRFA funding arrangements).

The value of repairs to Council's infrastructure is enormous and is estimated as \$130M. Under normal circumstances, much of the restoration works are eligible for reimbursement under DRFA funding, as long as Council meets certain requirements and deadlines. Given the large volume of restoration work, particularly in the currently overheated construction market, some extensions to DRFA timeframes have already been granted to councils across the north coast. This is standard practice following large disaster events.

While those extensions are greatly appreciated, there are a number of other DRFA deadlines which have not been extended, or in some cases have not been adequately defined - leaving all north coast councils potentially liable for the cost of restoration works that are unable to meet those deadlines.

Council has been discussing these issues with the various administering NSW State Government agencies for some time without successful resolution. These issues are now becoming urgent and need to be resolved. It is difficult for Council to ascertain exactly where the delays are occurring, but it appears that the decisions regarding these issues need to be made through agreement between the NSW Reconstruction Authority (RA) and the Commonwealth National Emergency Management Agency (NEMA).

Council is therefore writing to you asking for assistance to expedite a resolution so that Tweed Shire Council, and all other impacted councils across the north coast, can proceed with restoration works under reasonable and clearly defined DRFA deadlines.

The specific issues where Council and the administering NSW State Government agencies require clarity are:

Confirmation required	Background	Council proposal
<p>The cut-off date for evidence and registering of Emergency Work (EW) damages</p>	<p>Under DRFA guidelines EWs must be completed within 3 months of the event. An extension for EWs to be completed was granted until 31/01/2023. There is no mention within DRFA guidelines on the cut-off date to register EWs. Some Administering Agencies have retrospectively used 30/09/2022 as the cut-off date, resulting in some of Council’s restoration costs already spent being deemed as ineligible for reimbursement.</p>	<p>Align the cut-off date <u>for evidence and registering</u> of Emergency Works (EW) to the extension date (31/01/2023) that has already been granted <u>for completion</u> of the Emergency Works (EW).</p>
<p>The cut-off date for evidence and registering of Immediate Restoration Work (IRW) damages</p>	<p>Under DRFA guidelines IRWs must be completed within 3 months of the event. An extension for IRWs to be completed was granted until 31/01/2023. There is no mention within DRFA guidelines on the cut-off date to register IRWs. Some Administering Agencies have retrospectively used 30/09/2022 as the cut-off date, resulting in some of Council’s restoration costs already spent being deemed as ineligible for reimbursement.</p>	<p>Align the cut-off date <u>for evidence and registering</u> of Immediate Restoration Works (IRW) to the extension date (31/01/2023) that has already been granted <u>for completion</u> of the Immediate Restoration Works (IRW).</p>
<p>The cut-off date for evidence and registering of Essential Public Asset Restoration (EPAR) damages</p>	<p>Under DRFA guidelines the cut-off date is 12 months from the end of the financial year in which the event occurred. Given many damage sites are still under investigation, Council is unlikely to be able to provide a detailed submission for all damage items by the cut-off date.</p>	<p>Extend the cut-off date <u>for evidence and registering</u> of Essential Public Asset Restoration (EPAR) to 30/06/2024.</p>

Should you require any further details on this issue please contact either:

Manager Infrastructure Delivery (Tim Mackney) ph 02 6670 2477
tmackney@tweed.nsw.gov.au

or

Flood Restoration Coordinator (Charlotte Neilson) ph 02 6670 2786
cneilson@tweed.nsw.gov.au

Yours sincerely



Date: 05/05/2023

Troy Green PSM
General Manager



9. Reports for discussion

9.1 Executive Officer report

RECOMMENDATION:

That the Board receive and note the Executive Officer's report.

STRATEGIC DIRECTIONS

i) Capacity Building Fund II

On 24 June 2021, NRJO Chair, Cr Mulholland, received a letter from the Minister for Local Government outlining that Round II of the Capacity Building Fund for JOs, would result in each organisation receiving an additional \$150,000 in funding.

The purpose of the funding is to assist JOs to further build capacity and demonstrate capability to work with State agencies, whilst delivering their strategic plans and improve each JOs sustainability. Three projects were proposed and approved for this funding:

- Businesscase into shared services.
- Audit of available industrial and employment land (Goal12, StrategicAction12.2).
- Mobile phone blackspots (Goal7).

ii) Business Case – establishment and operation of specialist employee pool within the Northern Rivers' Councils

Councils in regional NSW are regularly impacted by skill shortages in key positions. Many councils have had vacant roles for which they've advertised but have been unsuccessful in finding candidates with the appropriate qualifications, who are based in regional NSW or willing to relocate to regional NSW.

The body of work (subject of this study) is to determine whether the proposal for the NRJO to operate an employee pool of specialist staff to assist member councils is achievable. As well as what structure would be most viable, profitable, and practical for the NRJO as a potential solution to address the regional NSW skills shortage in the short and long term.

The vision for the program is to address the fluctuating workloads of member councils. It is also acknowledged that smaller councils may not need full-time equivalent roles and this body of work will determine potential models whereby the NRJO could recruit staff, which member councils can access when needed. The study will also determine whether this concept will positively impact on professional service delivery and provide a potential long-term stream of income for the NRJO.

A scope for the study was finalised and sent to the market for quotes in late-November 2021. A steering committee of representatives from NRJO member councils was formed to oversee the project and includes representatives from Tweed Shire, Ballina Shire, Richmond Valley and Lismore City councils. Assistance has been received from the Department of Planning and Environment and Office of Local Government (who also form part of the steering committee).



UPDATE: After discussions around capacity for shared services took place in the 7 March meeting, it was acknowledged that there were little opportunities available at this stage for councils to collaborate in.

Project is now finalised.

iii) Audit of available industrial and employment land

Goal 12: A strong, diverse regional economy which provides local employment by attracting new enterprises, enabling existing enterprises to innovate and expand, and offering the conditions required for emerging industries to flourish.

Strategic action 12.2: Partner with the Department of Industry delivers key actions in the 'Making it Happen in the Regions: Regional Development Framework' including working with local bodies to develop and publish Regional Investment Prospectuses.

The audit includes development of a database of available industrial and employment land in the region for prospective businesses and industry looking to move to the area, detailed forward projections of industrial or employment zoned land not yet developed, identifying infrastructure or other constraints stifling the land being developed and brought to market, and an analysis of suitable land for consideration as employment lands in the Future North Coast Regional Plan (detailing its strategic merits).

The NRJO and Regional Development Australia –Northern Rivers are partnering on this project. UPDATE:

- Delay experienced in receiving information from Councils and DPE
- Revised delivery for draft report is late May.

iv) Mobile phone black spots

Goal 7.1: Advocate for improved telecommunications infrastructure and services across the region with a focus on:

- Comprehensive coverage
- Fast, reliable, affordable services
- Standards and regulations for infrastructure installations which consider community expectations, sensitive sites, visual amenity, and access to third party property.

The development of an independent connectivity and mobile coverage issues and opportunity report covering the six local government areas is required to provide 'user experience' for 3G, 4G and 5G mobile network coverage. This information will be collected into a Geographic Information

System mapping environment and shared with all member councils.

UPDATE: Project has been completed, please see dedicated report.



REGIONAL PRIORITIES

i) Compliance Levy and Funding Review

The NRJO continues to work closely with the NRJO Planners Group and actively advocate for its local councils on this matter. The following is a timeline of actions to date:

April 2021: The EO sent a brief to all other Joint Organisations.

May 2021: The NRJO Chair wrote to local parliamentarians on the issue.

May 2021: The EO and Chair met with the Senior Policy Advisor to the Minister of Planning and Public Spaces to discuss concerns.

June 2021: Continued correspondence the Senior Policy Advisor to the Minister of Planning and Public Spaces.

August 2021: Changes to the Compliance Levy were listed as a priority action at the JO Chair's Forum.

September 2021: The NRJO drafted a letter to the Minister on the issue, which was reviewed by all JOs and signed and sent by the Chair of the JO Chairs'. The NRJO distributed this letter to all parliamentarians in the Northern Rivers.

October 2021: Member for Clarence, Mr Chris Gulaptis MP, forwarded correspondence from Minister Stokes office.

November 2021: The EO joined the Namoi Joint Organisation at a meeting with the Senior Policy Advisor to Minister Stokes to discuss the issue again.

UPDATE: Executive Officer resigned in 2022, no further progress.

ii) Northern Rivers Brand

The **Northern Rivers NSW** Brand has been developed through a collaboration of regional partners including key business, industry and government representatives. The ambition is to represent the whole of the Northern Rivers region, from Tweed in the north to Grafton in the south, Casino and Kyogle in the west and east to the coast through Lismore to Ballina and Byron.

The **Northern Rivers NSW** brand is an exciting opportunity to unite and share the values of the region, its place and its people, and a way to tell our regional story. The NRJO has been involved in this project since its inception and sits on both the steering and finance committees.

The NRJO has also been asked to join the marketing committee on several occasions.

UPDATE: No update.



OTHER

i) Disaster Dashboards

The NRJO successfully applied for a grant through the Bushfire Community Recovery and Resilience Fund Stream 2 on behalf of four member councils (Ballina, Lismore, Kyogle and Richmond Valley) for the implementation of Disaster Dashboards – Byron and Tweed already had systems in place.

The grant identified two suppliers: QIT and DEMONZ. DEMONZ have been involved in a pilot program with Resilience NSW for the Dashboards. QIT is well established in Queensland.

Lismore, Kyogle and Richmond Valley went with Demonz and have all been operational for 12 months. Ballina went with QIT.

Lismore swapped suppliers after the grant was approved, which created a significant financial saving. The NRJO has a grant variation request lodged with Resilience NSW to use the additional money on an education / awareness program for the dashboards and to extend their funding from two years to three years, which has been approved.

UPDATE: Communications collateral has been developed, the Executive Officer is closing this project out with the grants office.

ii) Access Roads on Private Lands

Public Works Advisory (PWA) requested administration support to assist with completing the data set around damaged access roads that are on private land. All costs associated with the works will be covered by PWA.

Donna McIntyre had been engaged as a casual project officer to undertake the works. UPDATE: This role has now concluded.

iii) Proposed MoU with the Council of Mayors South East Queensland (CoMSEQ)

Correspondence with CoMSEQ commenced in June 2022 regarding the NRJO's possible involvement with the 2032 Regional Working Group for the Brisbane Olympic and Paralympic Games.

In December 2022 the Executive Officer met with CoMSEQ's Chief Executive Officer, where potential options for the two organisations to partner and work together beyond just the 2032 Regional Working Group were canvassed.

As a result, development of a potential Memorandum of Understanding (MoU) was proposed to provide a framework for ongoing collaboration and cooperation that recognises the:

- similar functions of the NRJO and CoMSEQ as the peak local government advocacy organisations for their member councils
- close proximity of the South East Queensland and Northern Rivers regions as well as their interconnectedness and common interests despite the NSW-QLD border
- mutual benefits and other opportunities available to both organisations – along with their regions and communities – from a partnership model that fosters sharing of information, resources, services, experience, and expertise.



At this stage, it is anticipated a draft MoU will be developed through the General Managers' Advisory Committee for the Board to consider at its next ordinary meeting.

UPDATE: Draft MOU was reviewed and discussed by GMAC on 7 March. The draft MOU is presented later in the agenda for consideration.

iv) Coastal-Hunter Advisory Group –Presentation

On 21 March 2023, the Executive Officer attended the Coastal-Hunter Customer Advisory Group meeting in Sydney to discuss the WaterNSW Corporate strategy and new operating model. A copy of the presentation was provided to GMAC.

GRANT APPLICATIONS

i) Disaster Risk Reduction Fund (Local and Regional Risk Reduction Stream)

Eight joint organisations have been granted funding from the Australian and NSW Governments' Disaster Risk Reduction Fund for a series of projects aimed at preventing, mitigating and better managing natural disaster risks in regional NSW.

The NRJO has secured \$592,550 in funding to complete its project (*Building knowledge and improving practice in disaster risk reduction in the Northern Rivers – a systemic approach*) by 30 June 2024. Each joint organisation is completing a similar project for their region.

The fund's Local and Regional Risk Reduction Stream facilitates establishment of a Regional Resilience Program Advisory Committee comprising the eight joint organisations. This forum will enable the joint organisations to build capacity, share resources and integrate knowledge to develop and embed leading practice in disaster risk reduction across regional NSW.

Each of the eight joint organisation Disaster Risk Reduction Fund projects (including the NRJO's) have similar core objectives, which include:

1. effectively identify the gaps and needs in the region to reduce and mitigate vulnerabilities across built, social, natural and economic environments.
2. build the capacity and shared resources for evidence-based decision making and enable locally led and owned place-based disaster reduction efforts at both local and regional levels.
3. build networks leading to a systems approach to disaster preparedness enabling greater consistency, efficiency, leading practice and lessons learnt.
4. embed disaster risk preparedness in member councils' Integrated Planning and Reporting framework.

UPDATE: See monthly project report.

ii) Regional NSW–Business Case and Strategy Development Fund

An application for \$481,250 has been made to the above grant program. The NRJO Rail Trail Project is looking to develop a regional business case for the rail trail and explore funding and governance arrangements. The grant application also includes budget for a dedicated project manager.

UPDATE: See monthly project report.



iii) **Joint Organisations Net Zero Acceleration Grant Program (JONZA)**

The JONZA grant program supports JOs and non-metropolitan Regional Organisations of Councils (ROCs) by providing up to \$155,000 for an internal staff member dedicated to progressing net zero greenhouse gas emission outcomes for member councils.

This program aims to support JOs and ROCs in delivering net zero outcomes while building net zero capability within the organisations.

The aim of this program is to build on the capability within JOs to assist councils and regions in developing net zero outcomes and to assist emerging JOs and their member Councils to build internal capability.

This grant program will:

- provide an opportunity for JOs to establish or progress a net zero pathway plan for their member councils.
- increase the capacity of JOs to identify and implement projects that directly reduce emissions for councils or progress the region's net zero trajectory.
- Strengthen collaboration between State and local governments to improve delivery of net zero outcomes in line with community expectations.

UPDATE: See monthly project report.

iv) **Northern NSW Flood Commemorative Events Grant**

The NRJO has received a grant of \$550,000 from the NSW Premier to hold commemorative events and activities for anniversary of the Northern NSW floods of February and March 2022.

The funding was provided directly to the NRJO to share across councils in the Northern Rivers, with the exception of Lismore City Council as they have been provided direct funding previously. A meeting with available GM's and event staff was held regarding event / activity eligibility with further clarification sort from Department of Premier and Cabinet.

The funding will be equally split across six of the LGA's with each council holding events / activities that are in line with their community expectations. The funds must be spent no later than 30 June 2023.

UPDATE: Funding has been received and transferred to member councils.

v) **LGP Procurement Capability Grant Fund 2023**

The LGP Procurement Capability grant aims to help fund projects and professional development in procurement. It has been designed to incentivize the implementation of impactful initiatives that advance capability in procurement practices across NSW.

The application process is designed to be short, simple and agile. Any NSW council, Regional Organisation of Council, Joint Organisation, Aboriginal Land Council or County Council can make a submission to apply for funding between \$3,000 and \$25,000 for their procurement capability initiatives.



LGP is looking to support initiatives that fall within the criteria of Process Improvement, Procurement Resource Development, Technology, Professional Development or Other (disaster recovery or other procurement related areas).

To qualify, your proposed procurement project or initiative must be completed within a 12-month period. Projects underway, or already completed will not be considered.

GMAC considered at the April meeting a proposal from the executive officer to submit an application for construction contract and procurement toolkit that consists of:

- A suite of local government appropriate construction related procurement/contract template/s available to members of the NRJO (Ballina, Byron, Clarence, Kyogle, Lismore, RichmondValley, RousCountyCouncil, and Tweed);
- Reduced reliance on State Govt. templates (MMW/MW21/GC21) and the ad hoc amendments made by individual councils to make them suitable for local government; and
- Consistent terms of engagement/evaluation across councils in the Northern Rivers region leading to:
- Greater ability to influence the market (sustainability principles, contractual risk appetite); and
- Supplier confidence/knowledge of standard terms of engagement, evaluation, and performance monitoring.

UPDATE: GMAC supported the application and it has been lodged with LGP.




9.1.1 PROJECT OFFICER REPORTS

NOROC

Monthly Report – 1 April to 1 May, 2023

Project Details			
Contract Name:	Building knowledge and improving practice in Disaster Risk Reduction in Northern Rivers – a systemic approach	Author:	Phil Courtney
Report Name:	Monthly update	Report No.:	02
Date Range:	April 2023	Reported:	05/05/2023

Item	Project update
1	<p>Monthly Progress</p> <p>Project activities are on track and have mostly been caught up now. We had our first meeting of the local working group this month and have identified some additional key stakeholders to invite for the next quarterly meeting. The Monitoring & Evaluation plan meetings were held last week with CRJO taking the lead role in developing this. Our input to this process will assist with the creation of this document for use in all projects state-wide.</p> <p>The first meeting of the Risk Assessment/Gap Analysis Group took place last week and experienced consultants were identified to carry out this work on behalf of the multiple JO’s with a risk assessment/need analysis component included as part of their project</p> <ul style="list-style-type: none"> • Project Delivery manager recruited and on-boarded. • Participation in initial Advisory Committee meeting with other JO members to discuss resource sharing and project implantation plans. • Initial meeting of the project’s local working group. • Initial meeting of the local project working group and TOR, including roles and responsibilities established. • Peer review groups identified and attended by NRJO representative. • Monitoring and Evaluation Plan being led by Canberra Region Joint Organisation (CRJO).
2	<p>Forecast For Next Month</p> <ul style="list-style-type: none"> • Adapting of CRJO Literature Review for Northern Rivers (when released by CRJO) • Risk assessment/gap analysis RFX • Monthly report submitted to NRA • Risk assessment/gap analysis RFX Consultants engaged

3	Key Milestones & Deliverables
	<p>Completed Milestone 1 activities/deliverables:</p> <ul style="list-style-type: none">• Milestone Report, Budget and expenditure with supporting documents submitted.• Implementation Plan submitted.• Risk Management Plan submitted.• Monitoring and Evaluation Plan submitted (CRJO submitting)• Electronic copies of Project materials, Reports, Photos, etc submitted. <p>Milestone 2 activities (30th September 2023):</p> <ul style="list-style-type: none">• Adapting of CRJO Literature Review for Northern Rivers• Risk assessment/gap analysis RFX.• Complete risk assessment/needs analysis of members to identify priority areas for improving corporate and community risk preparedness and priorities for training/workshops.• A regional report identifying opportunities for programmatic response.• Advisory Committee progressing agreed priorities in line with TOR scope, including with TfNSW. <p>Milestone 2 deliverables (30th September 2023):</p> <ul style="list-style-type: none">• Monthly Progress Reports.• Literature Review complete.• Risk assessment/gap analysis contractor appointed.• 6 LGA Risk assessments/needs analyses.• 1 Regional Opportunities Report.



NOROC

Monthly Report – 1 April to 1 May, 2023

Project Details			
Contract Name:	Northern Rivers Rail Trail – Business Case & Strategy Development	Author:	Phil Courtney
Report Name:	Monthly update	Report No.:	02
Date Range:	April 2023	Reported:	05/05/2023

Item	Project update
1	Monthly Progress
	<p>The project is now well underway with our Contractor (Muller Enterprise) currently identifying relevant stakeholders and their expected inputs, as well as the expected benefits and risk and identification of options.</p> <p>Biodiversity assessments are being performed by Blackwood Ecological Services and LLS have been approached about undertaking the necessary Biosecurity assessments.</p> <p>Engineering firm Projence has been engaged to provide the following:</p> <ul style="list-style-type: none"> • Review of the current cost estimate provided by NRRT (Independent estimates required), • Check rates and quantities for validity, • Seek confirmation from the market on current rates, • Review the latest current ABS construction index data, • Provide a recommendation for next steps to update the estimate, • Develop a cost estimate for the Bangalow to Ballina connector loop, • Update the estimate per the recommendations, • Provide ad hoc technical advice in terms of rail, roads and construction as required.
2	Forecast For Next Month
	<ul style="list-style-type: none"> • Expected benefits and risks. • Identification of options. • Collate qualitative and quantitative factors. • Analysis of options • Cost and benefit definition • Risk analysis
3	Key Milestones & Deliverables
	<ul style="list-style-type: none"> • Delivery Manager onboarded. • Consultant engaged. • Specialist sub-contractors engaged. - Underway



NOROC

Monthly Report – 1 April to 1 May, 2023

Project Details			
Contract Name:	NRJO NetZero Project	Author:	Phil Ridler
Report Name:	Monthly update	Report No.:	2
Date Range:	1 April to 1 May, 2023	Reported:	4-5-2023

Item	Project update
1	Monthly Progress
	<p>Project plan for DPIE reviewed based on the priorities from the NRJO application and modified to include three new potential activities:</p> <ul style="list-style-type: none"> • Research the development of a Regional Energy Strategy • Work with Councils to investigate electricity tariff reviews and seek funding to undertake these at each Council • Investigate working with Councils to implement revolving energy funds, and look into the feasibility of NRJO running a revolving energy fund for the Councils in the JO. <p>Continued engagement with each of the Councils. Visits initiated with the NRJO Council members to have the first introduction to the Sustainability team:</p> <ul style="list-style-type: none"> • Met with Kyogle Council to introduce NetZero program and start working on NetZero scorecard • Met with Clarence Valley Council to introduce Net Zero program and start working on NetZero scorecard • Met with Lismore City Council to introduce NetZero program and start working on NetZero scorecard <p>Conducted a Teams meeting with the Sustainability representatives of each of the NRJO Councils to introduce the Net Zero program, introduce each of the members to each other and start a regular dialogue between Councils.</p> <p>We were made aware of limited funding available for specification / EOI development of specific sustainability projects for Councils. 2 projects were identified and put through for assessment, these were Ballina Shire Council (Lenox Head floating solar array) and Tweed Shire Council (Solar array for carpark), we are waiting for the feedback on the applications.</p> <p>Continued work on the NSW Destination charger program, the consultant has now been appointed, ARUP will be working with NRJO on the site suitability audits. Destination charger sites so far have been offered up by the following Councils:</p> <ul style="list-style-type: none"> • Ballina Shire Council, Clarence Valley Council, Richmond Valley, Tweed Shire Council
2	Forecast for Next Month
	<p>Continued work on the EV charger program, during May ARUP will start the site visits for identified charger sites. Continued work on the development of the NetZero score card for each of the Councils. Undertake a second round of visits to each of the Councils to further understand their Net Zero position and offer advice and support on any of the programs.</p>
3	Key Milestones & Deliverables
	<p>Draft EV charger plan is expected to be delivered by ARUP for review by the end of May / beginning June. Deliver updated project plan to DPIE in May.</p>

9.2 Improved preparedness for and ability to respond to and recover from flooding events

RECOMMENDATION

That the Northern Rivers Joint Organisation Board:

1. receive this report;
2. write to relevant federal and state government ministers and local members of parliament calling upon all levels of government to implement the recommendations from the 2022 Independent Flood Inquiry and the 2022 Parliamentary Inquiry into the Northern Rivers floods; and

Purpose

Enable the Northern Rivers Joint Organisation to progress work toward delivering Goal 11.3 of its strategic regional priorities in ensuring the recommendations from the 2022 Independent Flood Inquiry and 2022 Parliamentary Inquiry into the Northern Rivers floods are implemented throughout the region.

Background

The catastrophic flooding experienced in February and March 2022 had wide-ranging impacts across the Northern Rivers. Historical rainfall and flood height records were significantly broken in many locations with devastating consequences.

In response to the floods and their impacts, two separate inquiries were held in 2022: the Independent Flood Inquiry commissioned by the NSW Government and the Upper House Parliamentary Inquiry.

Within its 2022–2024 Strategic Regional Priorities, the NRJO has identified improving preparedness for and the ability to respond to and recover from flooding events as a key priority for the region (Goal 11).

An important component of achieving this goal is working with all levels of government to implement the findings from both the 2022 Independent Flood Inquiry and the 2022 Parliamentary Inquiry into the Northern Rivers floods (Strategic Action 11.3).

Outcome of the inquiries

The Northern Rivers community participated considerably in both inquiries. Residents, volunteers, emergency and support personnel along with representatives of First Nations organisations, industry, business and local government were all keen to share their experiences.

Community participation was very high with the Independent Flood Inquiry commissioned by the NSW Government, which received 1,400 written submissions and held 144 separate meetings with stakeholders.

The Independent Flood Inquiry made 28 recommendations across a broad range of areas, including emergency management arrangements, land management and planning, equipment and technology, capacity and capability building and research. The State Government at the time supported 6 of those recommendations, with the remaining 22 supported in principle but requiring further analysis and consultation.

The community also provided written submissions to the Upper House Parliamentary Inquiry and witness evidence was provided in person at hearings in Lismore, Murwillumbah and Ballina.

The Upper House Parliamentary Inquiry made 21 findings and 37 recommendations. The State Government at the time supported 17 of these recommendations, with the remaining 20 supported in principle but requiring further work regarding implementation.

Although many of the recommendations made in both inquiries address similar issues, there are differences particularly relating to increasing funding for local councils for flood mitigation, improving the health of the Wilsons and Richmond rivers and working and supporting First Nations people.

Status of the inquiries' recommendations

Recommendations from both flood inquiries received broad support from the Northern Rivers community.

The community has a deep desire to learn from these devastating events to improve its preparedness and ability to respond to and recover from floods in the future. Integral to achieving that improvement is the implementation of the recommendations from both inquiries.

While some recommendations are being implemented through the Northern Rivers Reconstruction Corporation and CSIRO's Northern Rivers Resilience Initiative, the community has not received advice on how all recommendations will be implemented nor how implementation is progressing.

Given new Commonwealth and State Governments have been elected since the catastrophic floods of 2022, it is crucial the NRJO and its member councils work with all levels of government to ensure the recommendations from the 2022 Independent Flood Inquiry and the 2022 Parliamentary Inquiry into the Northern Rivers floods are implemented throughout the region.

Conclusion

Unless the recommendations made by both flood inquiries are implemented, the region's preparedness and ability to respond to and recover from future flood events will not improve.

Broad changes are required to how the Northern Rivers plans for, responds to, mitigates the impacts of and recovers from flood events in order to avoid a repeat of the catastrophic 2022 floods.

It is vitally important to work with all levels of government to ensure that all recommendations are implemented.

9.3 Black spot project finalisation and outcomes

RECOMMENDATION

That the Northern Rivers Joint Organisation Board:

1. receive and note this report;
2. request the Executive Officer:
 - a. take the necessary steps to finalise the project related to an issues and opportunities report on the region's mobile network coverage and service quality, including reporting its completion to the NSW Office of Local Government as and when required as part of the funding agreement for the Joint Organisation Capacity Building Fund (Round 2);
 - b. update the Northern Rivers Joint Organisation's Strategic Regional Priorities Advocacy Brief regarding 'a physically and digitally connected region' to incorporate and align with the findings of the final *Mobile coverage issues, opportunities and advocacy: Priorities Report*; and
 - c. write to the federal Minister for Communications, federal Minister for Infrastructure, Transport, Regional Development and Local Government, state Minister for the North Coast, state Minister for Regional NSW and local federal and state members of parliament seeking increased funding for improved telecommunications infrastructure and services across the Northern Rivers.
 - d. Write to each of the telecommunications organisations that had their networks independent tested and advocate for improvements in their mobile networks as defined in the report.

Purpose

Enable the Northern Rivers Joint Organisation to complete its Joint Organisation Capacity Building Fund (Round 2) project regarding an issues and opportunities report on the region's mobile network coverage and service quality.

Background

In 2021, the NRJO was provided an additional \$150,000 in funding under Round 2 of the NSW Government's Joint Organisation Capacity Building Fund.

One of the projects proposed and approved to use part of this funding related to an issues and opportunities report on the region's mobile network coverage and service quality.

The project's driver is Goal 7 of the NRJO's strategic regional priorities – that is, to enable equitable access to fast, reliable, competitively priced digital connectivity and mobile phone coverage for businesses and residents across the region to enhance economic opportunities and liveability.

In particular, the project's report will (per strategic action 7.1) form the basis of advocacy for improved telecommunications infrastructure and services across the region with a focus on:

- comprehensive coverage
- fast, reliable and affordable services
- standards and regulations for infrastructure installations which consider community expectations, sensitive sites, visual amenity and access to third party property.

A contract for delivery of the project's report was awarded to a suitably qualified consultant (Gravelroad Group) in November 2022.

Final priorities report – mobile coverage issues, opportunities and advocacy

The NRJO has now received its final *Mobile coverage issues, opportunities and advocacy: Priorities Report*.

Essentially, the report provides the results of independent mobile network testing undertaken across the Northern Rivers as well as an assessment of other aspects of the region's digital infrastructure including:

- analysis of the change in total mobile network sites (3G, 4G and 5G) operated by the 3 national carriers from 2018 to 2022
- mapping of the 3 national carriers' mobile tower sites and comparative analysis between their purported service coverage maps (3G, 4G and 5G) and actual, real-time 'drive testing route' results
- breakdown of signal testing and network bandwidth point test results by local government area as well as mobile network sites (highlighting changes from 2018 to 2022)
- findings based on 'user experience' by utilising handsets commonly owned by community members as part of testing
- rich and granular information about signal strength (with readings taken every 100 metres) and network performance for each of the national carriers through employing the only independent 3G, 4G and 5G mobile network coverage and capacity testing solution in the Australian advisory market.

All the data collected as part of the project's report will be shared with member councils via a Geographic Information System mapping environment.

Based on the independent testing results and other analysis and assessment undertaken, the final report makes 2 key recommendations:

1. Work directly with the 3 national carriers to prioritise investment in new mobile network sites, existing site upgrades and broader network enhancements across each member council area to support full coverage – thereby helping reduce the digital divide in the Northern Rivers and promoting more equitable access to critical digital infrastructure for the region's communities.
2. Collaborate with the Australian and NSW Governments to advance the Northern Rivers access to federal and state funding programs including the Mobile Black Spot Program.

It is envisioned the comprehensive data and other information contained within the report would form the basis of advocacy activities by the NRJO in relation to the above recommended actions.

Conclusion

Funding from Round 2 of the NSW Government's Joint Organisation Capacity Building Fund was put towards a regional *Mobile coverage issues, opportunities and advocacy: Priorities Report*, the final of which has now been received by the NRJO.

Given the results of detailed, independent mobile network testing undertaken across the Northern Rivers as well as a comprehensive assessment of other aspects of the region's digital infrastructure, the report's findings provide the ideal basis for NRJO advocacy efforts to secure prioritised investment in improved telecommunications infrastructure and services by the nation's 3 mobile network operators as well as the Australian and NSW Governments.

Please find below a link to the Northern Rivers Joint Organisation Mobile coverage issues, opportunities, and advocacy Priorities Report

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:a5e001b6-4409-3e4e-b894-4e474b619b4e>

9.4 Business Case – Establishment and operation of specialist employee pool within the Northern Rivers’ Councils

RECOMMENDATION

That the Northern Rivers Joint Organisation Board:

1. receive and note this report;
2. request the Executive Officer take the necessary steps to finalise the project related to a business case for the establishment and operation of a specialist employee pool for the Northern Rivers region’s councils, including reporting its completion to the NSW Office of Local Government as and when required as part of the funding agreement for the Joint Organisation Capacity Building Fund (Round 2).

Purpose

Enable the Northern Rivers Joint Organisation to complete its Joint Organisation Capacity Building Fund (Round 2) project regarding a business case for the establishment and operation of a specialist employee pool for member councils.

Background

In 2021, the NRJO was provided an additional \$150,000 in funding under Round 2 of the NSW Government’s Joint Organisation Capacity Building Fund.

One of the projects proposed and approved to use part of this funding related to a business case for the establishment and operation of a specialist employee pool for the Northern Rivers region’s councils.

A suitably qualified consultant was engaged to undertake a study to determine whether the proposal for the NRJO to operate an employee pool of specialist staff to assist member councils was achievable.

The project was overseen by a steering committee comprising representatives from 4 NRJO member councils as well as the NSW Department of Planning and Environment and Office of Local Government.

At its 17 February 2023 ordinary meeting, the Board received an update from the Executive Officer [at 170223/7] that the project had been completed.

The Board was provided with the project’s final report, which found the proposal for the NRJO to operate a specialist employee pool for its member councils was not achievable.

The Board referred the item back to the NRJO’s General Managers’ Advisory Committee, requesting it consider whether any related opportunities could be realised.

General Managers' Advisory Committee review

At its 7 March 2023 meeting, the General Managers' Advisory Committee considered the Board's request.

Following a further review of the project's findings and discussion about potential alternate approaches, the Committee was unfortunately unable to identify any suitable opportunities available at this stage for the NRJO and its member councils to progress – noting several reasons for this:

- **Current labour market conditions**

Attracting and retaining specialist staff is currently difficult. Labour market conditions remain tight, with the unemployment rate low and not enough people available to fill the many job vacancies on offer. As such, the capacity does not exist in the current labour market to fill and sustain an effective pool of specialist employees.

- **Current vacancies in each member council**

Priority for member councils remains permanently filling fulltime, ongoing critical roles rather than engaging staff on a short-term, ad hoc basis.

- **Flood recovery efforts**

Although proposed to be operated by the NRJO, such a specialist employee pool would still require ongoing resourcing investment (financial, human and otherwise) by member councils. Member council resources are currently focused on the immense recovery efforts required following the devastating February/March 2022 floods.

For these reasons, it is the Committee's recommendation (in-line with the project's final report) that the NRJO not progress with establishing and operating a specialist employee pool for member councils at this time.

Conclusion

Funding from Round 2 of the NSW Government's Joint Organisation Capacity Building Fund was put towards a business case for the establishment and operation of a specialist employee pool for the NRJO's member councils.

Ultimately, the project's final report (provided to the Board at its 17 February 2023 ordinary meeting) found the operation of such a pool was not achievable by the NRJO.

At the request of the Board, the NRJO's General Managers' Advisory Committee further considered the report's findings and whether any related opportunities could be realised at this time.

Unfortunately, the Committee acknowledged that prevailing circumstances are not ideal to progress a specialist employee pool – sighting tight labour market conditions, role requirements and flood recovery efforts as barriers to setting up this initiative for success.

9.5 Financial Report

RECOMMENDATION:

That the Board receive and note the financial reports for period ending 30 April 2023

Purpose

The purpose of this report is to provide financial results for the year to date (April 2023) for the Northern Rivers Joint Organisation.

Background

A full copy of the Profit and Loss and Balance Sheet as of April 2023 is included below.

Items to note for this report are:

- 1) Service fee's payable to Rous County Council have not yet been expensed for the first quarter of 2023. Rous County Council will raise the first quarter's invoice once the Service Agreement has been finalised.
- 2) A grants summary report has now been included in the monthly report documents. This report details the grant income and expenditure as at 30 April 2023.

The Balance Sheet has been presented for members information. No commentary is required.

Interim Audit 2023

Interim Audit of NRJO Financial Reports has been booked to be conducted from 22nd to 26th May. Thomas Noble & Russell will be conducting this Audit Engagement on behalf of the NSW Audit Office.

Northern Rivers Joint Organisation
Balance Sheet
as at 30 April 2023

	TOTAL	30 June 2022 TOTAL
	\$	\$
ASSETS		
Cash	1,254,571	836,701
Trade Debtors	384,892	1,045
Contract Assets	11,583	0
Total Assets	1,651,046	837,746
LIABILITIES		
Current Liabilities		
Trade Creditors		38,007
Sundry Creditors	69,964	
Contract Liabilities	0	44,352
GST Liability	(1,809)	(11,742)
Payroll Liabilities	74	
Total Current Liabilities	68,229	70,617
Total Liabilities	68,229	70,617
NET ASSETS	1,582,817	767,129
EQUITY		
Retained Earnings	775,564	1,043,966
Current Year Earnings	807,253	(276,837)
TOTAL EQUITY	1,582,817	767,129

**Northern Rivers Joint Organisation
Profit and Loss Statement
as at 30 April 2023**

ACTUAL FY 2021/22 \$		BUDGET FY 2022/23 \$	ACTUAL YTD 2022/23 \$	VARIANCE \$	VARIANCE (F/U)	COMMENT
	Operating Revenue					
201,100	Membership Fees	251,300	251,300	0	F	All membership fees issued
1,341	Interest	1,000	9,287	8,287	F	Year to date position, pro-rated tracking (+\$8,454)
	Grants					
0	Northern Rivers Reconstruction Corporation (Industrial Lands)	0	20,000	20,000	F	New grant received, funds received
0	Northern NSW Flood Events	0	550,000	550,000	F	New grant received, funds yet to be received
0	Dept. of Regional NSW (Rail Trial)	0	384,892			
0	Dept. of Communities and Justice (Disaster Risk Reduction)	0	177,765			
0	Office of Energy & Climate Change (Net Zero)	0	93,000			
	NRJO Projects/Licences					
33,725	Myroadinfo Fees	16,000	16,863	863	F	All invoices issued, no further income expected
47,182	LG Procurement Rebate	30,000	44,129	14,129	F	Rebate received in October
0	Funding Contributions	0	25,000	25,000	F	From RDA Northern NSW - Audit of Available Ind & Empl Land
283,348	TOTAL REVENUE	298,300	1,572,236	618,279		
	Operating Expenses					
2,333	Conferences, Events, Travel	12,250	2,203	10,047	F	Year to date position, pro-rated tracking (+\$8,005)
12,000	Prof Dev - Member Council Training	14,250	4,227	10,023	F	Procurement awareness tutorials
71,014	Exec Officer - Salary/Oncosts/Recruit	95,650	58,458	37,192	F	Rous County Council appointed Dec 2022
1,817	Exec Officer - Computer	0	0	0	F	Rous County Council appointed Dec 2022
6,960	Exec Officer - Vehicle Allowance	8,795	0	8,795	F	Rous County Council appointed Dec 2022
51,281	Exec Officer - Support (RDA)	44,000	20,650	23,350	F	Year to date position, pro-rated tracking (+\$16,017)
5,000	Exec Officer - Financial Management (Rous)	30,000	15,000	15,000	F	Finance Mgt
9,048	Chair Stipend	10,000	7,500	2,500	F	Year to date position - paid monthly in arrears
681	Committee Support	5,400	2,663	2,737	F	Year to date position - odd admin support (minutes)
12,160	Professional Fees – Audit	11,000	15,660	(4,660)	U	Audit Services - fees above initial quote
0	Professional Fees – ARIC	3,000	1,783	1,217	F	ARIC fees and super paid Qtrly
0	Media and Communications	5,200	3,840	1,360	F	Year to date position, pro-rated tracking (-\$493)
2,788	Sundry Expenses	3,750	2,863	887	F	Mobile phone and MYOB monthly charges
175,082	Sub-Total Operating Expenses	243,295	134,846	108,449		
	NRJO Projects/Licences					
33,683	MyRoadinfo	15,000	16,842	(1,842)	U	6 month ext. completed Dec 2022, LCC to issue final invoice for lic
22,552	Vendor Panel Access	65,000	24,963	40,037	F	3 year licence payments complete, not all councils implemented v
56,235	Sub-Total NRJO Project/Licence expenses	80,000	41,805	38,195		
	Regional Projects - Capacity Building I (OLG)					
0	Waste Micro-industry	0	0	0	F	
66,968	Renewable Energy	0	0	0	F	
14,914	Biosphere	0	0	0	F	
81,882		0	0	0		
	Regional Projects - Capacity Building II (OLG)					
9,250	Shared Services	27,750	27,750	0	F	* Astrolabe - Finalisation of Report (Employee Pool Business Case)
0	Audit of Available Industrial and Empl Land	62,697	62,697	0	F	* Includes \$75K allocation and RDA contribution of \$25K
0	Energy and Waste Related Projects	0	0	0	F	* Budget transferred to Mobile Phone Black Spot Budget
0	Mobile Phone Black Spots	59,553	36,050	23,503	F	* A further \$15,450 will be spent in May.
9,250		150,000	126,497	23,503		* Unspent grant funding : \$23,503 - \$15,450 = \$8,053
	Regional Projects - Other					
237,988	Infrastructure (NSW Dept of P&C)	0	0			* Fully spent grant funding
	Northern Rivers Rail Trail	0	68,668			* Rail Trail spent funding
	Northern NSW Flood Commemorative Events	0	366,667			* Flood Events spent funding
4,700	Disaster Dashboard (Resilience NSW)	48,100	26,500			* Balance of unspent funding : \$21,600
242,688		48,100	461,834	0		
565,137	TOTAL EXPENSES	521,395	764,983	170,147		
(281,789)	TOTAL OPERATING RESULT (SURPLUS/(DEFICIT))	(223,095)	807,253	1,030,348		
1,043,966	Retained Earnings - 1 July 2022	762,176	775,564			
(281,789)	Net cash movement	(223,095)	807,253			
762,177	Retained Earnings - 30 April 2023	975,895	1,582,817			

2023 NORTHERN RIVERS JOIN ORGANISATION GRANT SUMMARY

											30/04/2023
Grant Name	Project Codes	Synopsis	Funding Body	Program	Project Length	Grant Funding (excl GST)	NRJO Funding	Total Income to Date (excl GST)	Total Expenditure to Date (excl GST)	Balance of Approved Funds to Spend	
Capacity Building #1	B105	Provision of projects that meet the JO's strategic regional priorities	NSW OLG	2020 Joint Organisation Capacity Building Fund	23/03/2020 to 19/11/2021	150,000.00	-		131,682.00	18,318.00	
Northern Rivers Disaster Dashboard (PJ-0000463)	B106	Provision of emergency dashboards for four councils within the NRJO's boundaries	Resilience NSW	Bushfire Community Recovery and Resilience Fund Program	11/12/2020 to 20/06/2023	57,600.00	-		26,500.00	31,100.00	
Capacity Building #2	B107	Provision of projects that meet the JO's strategic regional priorities	NSW OLG	2021 Joint Organisation Capacity Building Fund - Stage 2	30/06/2021 to 30/06/2023	150,000.00	-		126,497.00	23,503.00	
Shared Services	B107a								27,750.00		
Audit of Available Industrial and Empl Land	B107b								62,697.00		
Mobile Phone Black Spots	B107c								36,050.00		
Energy and Waste Related Projects	B107d								-		
NRJO - Learning Sharing Embedding (LSE): Building Knowledge and Improving practice in a disaster risk reduction in Northern Rivers - a systemic approach (Project ID: PJ-0000961)	B108	Delivery of direct risk reduction and risk mitigation solutions, build capabilities in disaster risk reduction, and promote collaboration between local communities, councils and other stakeholders	Dept. Communities & Justice, Resilience NSW	Local & Regional Risk Reduction Stream of the Disaster Risk Reduction Fund (DRRF)	20/11/2022 to 30/06/2023	592,550.00	-	177,765.00	-	177,765.00	
Northern Rivers Industrial Lands Project (Stage 1)	B109	Contribution of funding towards the NR Industrial Lands Project (Stage 1). Preparation of an Employment Lands Study by HillPDA including audit of Indust & Empl lands in NR. Note this is related to the CBII Audit of Available Industrial and Empl Lands	NRRC - Northern Rivers Reconstruction Corporation	NR Industrial Lands Project (Stage 1)	20/1/2023 to 10/03/2023	20,000.00	-	20,000.00	-	20,000.00	
Joint Organisation Net Zero Acceleration Grant 2022-2023	B110	To deliver net zero outcomes by employing a staff member who is dedicated to progressing the JO/ROC and its member councils toward net zero	The Office of Energy and Climate Change (OECC)	Sustainable Councils Program	22/12/2022 to 30/06/2024	155,000.00	-	93,000.00	-	93,000.00	
Northern Rivers Rail Trail BCSD1-0168	B111	Northern Rivers Rail Trail	Regional NSW	Regional NSW - Business Case and Strategy Development Fund	TBA	481,115.00	-	384,892.00	68,667.60	316,224.40	
Northern NSW Flood Commemorative Events Grant PJ-0000961	B112	Funding towards holding commemorative events and activities for the anniversary of the Northern NSW floods of February and March 2022. This funding excludes events for LCC as they have been provided with funds directly.	Department of Premier and Cabinet	Northern NSW Flood Commemorative Events Grant	23/01/2023 to 23/07/2023	550,000.00	-	550,000.00	366,666.67	183,333.33	

9.6 MoU – Council of Mayors South East Queensland (CoMSEQ)

RECOMMENDATION

That the Northern Rivers Joint Organisation Board:

1. receive this report;
2. duly execute the draft Memorandum of Understanding with the Council of Mayors South East Queensland (per **Attachment 1** to this report); and
3. write to the Council of the City of Gold Coast inviting it to join the Northern Rivers Joint Organisation as an associate member.

PROPOSED MEMORANDUM OF UNDERSTANDING WITH THE COUNCIL OF MAYORS SOUTH EAST QUEENSLAND

Purpose

Enable the Northern Rivers Joint Organisation Board to consider entering into a proposed Memorandum of Understanding (MoU) with the Council of Mayors South East Queensland (CoMSEQ), which essentially allows the two organisations to setup a reciprocal associate membership arrangement.

Background

One of the NRJO's valued associate members Scenic Rim Regional Council is also a member of the CoMSEQ and its 2032 Regional Working Group for the Brisbane Olympic and Paralympic Games.

Correspondence with CoMSEQ commenced in June 2022 regarding the NRJO's possible involvement with the 2032 Regional Working Group.

The NRJO particularly expressed interest in becoming an associate member of either the CoMSEQ or its working group.

In December 2022 the Executive Officer met with the CoMSEQ's Chief Executive Officer, where potential options for the two organisations to partner and work together beyond just the 2032 Regional Working Group were canvassed.

As a result, development of a potential MoU was proposed to provide a framework for ongoing collaboration and cooperation.

Proposed Memorandum of Understanding

A draft MoU has been developed through the NRJO's General Managers' Advisory Committee for the Board to consider at **Attachment 1**.

Essentially, the draft MoU provides for reciprocal associate membership (with the NRJO becoming an associate member of the CoMSEQ and vice versa) – recognising the:

- similar functions of the NRJO and CoMSEQ as the peak local government advocacy organisations for their member councils
- close proximity of the South East Queensland and Northern Rivers regions as well as their interconnectedness and common interests despite the NSW-QLD border
- mutual benefits and other opportunities available to both organisations – along with their regions and communities – from a partnership model that fosters sharing of information, resources, services, experience and expertise.

During development of the draft MoU, the General Managers' Advisory Committee identified that these circumstances may also provide an ideal opportunity for the NRJO to foster a closer affiliation with the Council of the City of Gold Coast (which is not affiliated with the CoMSEQ).

As such, it is further proposed to invite the Council of the City of Gold Coast to join the NRJO as an associate member.

Conclusion

The Northern Rivers region enjoys strong connections with and easy access to the South East Queensland region as well as the City of Gold Coast.

Entering into the proposed MoU the subject of this report ensures the NRJO and CoMSEQ can effectively collaborate and cooperate on mutually beneficial opportunities for both regions via a reciprocal associate membership arrangement.

Importantly, the draft MoU positions the NRJO to assist the CoMSEQ's 2032 Regional Working Group plan for and deliver a successful visitor experience as part of the Brisbane Olympics and Paralympics – an opportunity that has the potential to reap significant benefits for the Northern Rivers' visitor economy.

In addition to building this new relationship with the CoMSEQ, inviting the Council of the City of Gold Coast to become an associate member of the NRJO is also considered a new affiliation worthy of pursuing.

ATTACHMENT 1

**Memorandum of Understanding for
Ongoing Collaboration and Cooperation**

(insert date)

Council of Mayors (SEQ) Pty Limited

Northern Rivers Joint Organisation

BETWEEN:

Council of Mayors (SEQ) Pty Limited (CoMSEQ) ABN 87 141 329 302 of Level 12, 343 Albert Street BRISBANE in the state of Queensland, 4000

Northern Rivers Joint Organisation (NRJO) ABN 68 587 813 167 of PO Box 239, Lismore NSW 2480

BACKGROUND

1. CoMSEQ is local government advocacy organisation representing 11 local councils located in South East Queensland (SEQ). CoMSEQ's mission is to consistently deliver better regional funding, policy and collaborative outcomes for the communities of SEQ.
2. NRJO is a body corporate proclaimed under the New South Wales (**NSW**) Local Government Act 1993 (the Act) with the legal capacity and powers of an individual. NRJO member councils are the six Local Government Areas of Ballina, Byron, Lismore, Richmond Valley, Kyogle and Tweed in the Northern Rivers region of Northern NSW. The NRJO Board membership is the mayors of each of these councils, which represent a commitment to collaborate in the long term to develop and support a shared vision for the region.
3. The Northern Rivers region of NSW is adjacent to SEQ, with the two regions interconnected through the provision of goods and services and movement of people, albeit across the NSW and Queensland State order.
4. As the peak local government advocacy organisations representing their local council members, CoMSEQ and NRJO have agreed to work together and collaborate to share information, resources, experiences and expertise to improve their regions for the betterment of their residents, to facilitate greater cooperation and integration of services and grow the influence of the two organisations.
5. CoMSEQ and NRJO have agreed to enter this Memorandum of Understanding (**MOU**) that sets out the basis for ongoing collaboration and cooperation between the two organisations.

1. PURPOSE

- 1.1. This MOU applies to the proposed collaboration between CoMSEQ and NRJO and sets out the arrangement reached between CoMSEQ and NRJO to advance their regions for the betterment of their local communities.
- 1.2. The organisations agree to work together to promote and grow their respective regions and establish ongoing dialogue and cooperation between the two organisations.
- 1.3. As part of ongoing collaboration and cooperation, CoMSEQ and NRJO agree to work together to share information, knowledge and expertise, improve and better integrate services between their two regions and grow the reputation and influence of each organisation.

2. PRINCIPLES

CoMSEQ and NRJO agree their collaboration will be guided by the following principles:

- 2.1. to work together in good faith and in the spirit of mutual respect, collaboration and friendship,
- 2.2. to engage in open dialogue on a regular basis including participating in meetings, workshops and events to foster and advance ongoing collaboration,
- 2.3. to work together to advance and grow their respective regions and to actively promote and support each other, and
- 2.4. to share information, data, knowledge, resources and expertise to support this collaboration and each other.

3. COLLABORATION

CoMSEQ and NRJO agree to:

- 3.1. share their experiences as the lead local government advocacy organisation for their respective regions and any knowledge, data and information including associated policies, initiatives and programs that may support the collaboration or be useful for the other organisation,
- 3.2. make available to the collaboration any resources, personnel and other experts to support and foster cooperation and trust between CoMSEQ and NRJO,
- 3.3. meet regularly and support ongoing dialogue and communication including by inviting each other to attend board meetings of each organisation from time to time,
- 3.4. identify priority areas on which to collaborate and to regularly review the success of the collaboration and the outcomes the collaboration is achieving,
- 3.5. promote the collaboration, their members and regions and facilitate introductions and meetings for their members with relevant government agencies, investors, industry bodies and representatives, civic and thought-leaders, experts and stakeholders, and
- 3.6. act in good faith and professionally in the spirit of goodwill, mutual respect and cooperation to foster a successful collaboration for the betterment of each other and their respective regions.

4. PRIORITY AREAS

- 4.1. CoMSEQ and NRJO agree they share similar experiences and expertise as local government organisations advocating for fast growing regions and agree to work together to:
 - 4.1.1. improve the delivery of services and better integrate services delivery across each region,
 - 4.1.2. achieve greater economic efficiency and sustainable outcomes in the provision of services provided by local councils in each region,
 - 4.1.3. for the betterment of their regions and local communities.
- 4.2. The organisations agree to collaborate on the following priority areas (as at the date of this MOU):
 - 4.2.1. population growth and housing affordability
 - 4.2.2. sustainability, waste and circular economy
 - 4.2.3. climate change and resilience
 - 4.2.4. regional and global brand, reputation influence,
- 4.3. From time to time, CoMSEQ and NRJO may agree to new priority areas or to remove a priority area set out in clause 4.2.

5. CONFIDENTIAL INFORMATION

- 5.1. Confidential Information means any information, data or other material CoMSEQ or NRJO disclose to the other organisation pursuant to this MOU or through the collaboration, excluding any information that:
 - 5.1.1. is not already known to the organisation receiving the information, or
 - 5.1.2. is not already in the public domain.
- 5.2. CoMSEQ and NRJO must keep confidential any Confidential Information disclosed to it and take appropriate steps to protect from disclosure any Confidential Information.
- 5.3. The recipient of any Confidential Information will not be in breach of its obligations to keep such information secure and confidential pursuant to clause 7.2 where disclosure:
 - 5.3.1. is required under legislation or regulation or is ordered by any court of law or tribunal, or
 - 5.3.2. the disclosing organisation consents in writing to the disclosure of the Confidential Information.
- 5.4. If an organisation has in its possession or control any Confidential Information, it must immediately return that Confidential Information to the disclosing organisation or appropriately destroy the Confidential Information on receiving a request from the disclosing organisation to do so or if this MOU is terminated.
- 5.5. CoMSEQ and NRJO agree the obligations to keep the Confidential Information secure and confidential are legally binding on the organisations and survive termination of this MOU.

6. LIABILITY

- 6.1. To the extent permitted by law, neither organisation is liable to the other for any loss or damage the other organisation suffers or incurs or for any claim made against the other organisation in connection with this MOU or the collaboration.

7. MEDIA AND COMMUNICATION

- 7.1. CoMSEQ and NRJO agree not to make any representations, statements or other communications, nor promote this MOU or collaboration (**Communication**) without the prior written consent of the other organisation.
- 7.2. Prior to any Communication being made, both organisations must agree to the content and form of the Communication and how, when and to whom the Communication will be made.
- 7.3. If an organisation intends to make a Communication it must give written notice detailing the content and form of the Communication and when, how and to whom the Communication will be made to the other organisation. For the purposes of this clause 7, the organisation sending the written notice is referred to as 'the **Sender**'.
- 7.4. Within a reasonable time of receiving the notice under clause 7.3, the recipient organisation must notify the Sender if it consents to the Communication being sent and if not, any changes required to the Communication prior to it being made.
- 7.5. If within a reasonable time of receiving the notice from the Sender, the recipient organisation notifies the Sender:
 - 7.5.1. it consents to the Communication, the Sender may send the Communication as proposed, or
 - 7.5.2. it does not consent to the Communication, the Sender must not send the Communication and may amend the Communication as required by the recipient organisation, in which case, the Sender must again give notice detailing the Communication in accordance with clause 7.3.
- 7.6. Notwithstanding any other clause of this MOU, this clause 7 is legally binding.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. CoMSEQ and NRJO retain any intellectual property rights it owns in any material, data or information it discloses or provides to the other organisation (**Recipient**) pursuant to this MOU or as part of this collaboration.
- 8.2. No intellectual property rights in any material owned by an organisation and disclosed or provided to a Recipient are transferred to or vest in the Recipient and the Recipient may only use the material, data or information for the purposes for which they were disclosed.
- 8.3. The Recipient of any material, data or information must immediately return or destroy any such material, data or information disclosed or given to it on receiving a request from the other organisation to do so.
- 8.4. Notwithstanding any other clause of this MOU, this clause 8 is legally binding and survives termination.

9. NOTICES

9.1. A notice, consent or other communication given under this MOU must be in legible writing and English and addressed to the organisation to whom it is to be given (**Addressee**) at the address or email address below:

if to CoMSEQ:

Attention: Scott Smith, Chief Executive Officer

Address: PO Box 12995

George St

Brisbane Qld 4003

Email: scott.smith@seqmayors.qld.gov.au

if to NRJO:

Attention: Phillip Rudd, Executive Officer

Address: PO Box 239

Lismore NSW 2480

Email: execofficer@northernriversjo.nsw.gov.au

9.2. To be effective a notice must be:

9.2.1. signed on behalf of the sender by a person who has authority to sign notices,

9.2.2. delivered by hand or sent by pre-paid mail to the Addressee, and

9.2.3. sent by email to the Addressee's email address.

9.3. A notice sent under this MOU is deemed to be received:

9.3.1. if delivered by hand, when delivered to the Addressee,

9.3.2. if sent by post, on the date that is 14 days after the date the notice is posted (excluding the date of posting),

9.3.3. if sent by email on the earlier of:

6.3.3.1. when the sender receives an automated message confirming delivery; or

6.3.3.2. 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

9.4. This clause survives termination of this MOU.

10. EFFECT AND NATURE OF MOU

CoMSEQ and NRJO agree, notwithstanding they have agreed to enter this MOU:

10.1. the terms of this MOU are not legally binding, unless expressly stated otherwise in this MOU,

10.2. neither organisation owes an obligation or duty to the other and neither organisation has authority to bind the other organisation or make any representations or do any action for on behalf of the

- other organisation, unless expressly stated otherwise. For certainty, nothing in this MOU is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust,
- 10.3. either organisation may terminate this MOU by providing written notice to the other, effectively immediately, and
 - 10.4. that each organisation bears its own costs and expenses for entering this MOU and participating in this collaboration and for attending any meeting or other event pursuant to this collaboration, and
 - 10.5. neither organisation becomes a member of the other, nor do they obtain any shares, benefits or rights in the other organisation.

11. GENERAL

- 11.1. This MOU may be executed in any number of counterparts and signatures on behalf of an organisation may be on different counterparts and the MOU becomes effective on and from the date both organisations sign the MOU (and if on different dates, the later date).
- 11.2. The organisations may vary the terms of this MOU from time to time if agreed in writing by both organisations.
- 11.3. If a dispute arises between the organisations, CoMSEQ and NRJO, the organisations agree any dispute will be referred to the leadership of each respective organisation, with the leaders to act in good faith to promptly resolve the dispute.

The MOU has been agreed between CoMSEQ and NRJO

Signature _____

Print Name _____ Date _____

Scott Smith
Chief Executive Officer
Council of Mayors (South East Queensland)

Signature _____

Print Name _____ Date _____

Phillip Rudd
Executive Officer
Northern Rivers Joint Organisation

9.7 Draft Contract for the Supply of Corporate Services and Draft Covering Board Report – Service Agreement

RECOMMENDATION

That the NRJO Board:

1. Receive and note the Executive Officer's Report.
2. Authorise the Chairperson on behalf of the Northern Rivers Joint Organisation (NRJO) to execute the contract attached to this report for the provision of corporate and executive officer services by Rous County Council to the NRJO.

8. (i) EXECUTIVE OFFICER'S REPORT

Phillip Rudd, Executive Officer

1. Corporate Services Agreement – Rous County Council

BACKGROUND

On 2 December 2022, the Northern Rivers Joint Organisation ('NRJO') resolved to appoint the General Manager of Rous County Council ('Rous') as the Executive Officer of the NRJO and engage Rous, under a fee-for-service arrangement, to provide corporate services to the NRJO for a term up to May 2025:

Meeting of Northern Rivers Joint Organisation

02 December 2022

7.6 NORTHERN RIVERS JOINT ORGANISATION EXECUTIVE OFFICERS REPORT

02122022/11 RESOLVED

MOVED: K Thomas SECONDED: R Mustow

THAT the report from the NRJO Executive Officer be received and noted.

THAT the NRJO Replace September in 'RECOMMENDATION 2' of the NRJO Executive Officers Report with May 2025.

CARRIED

FOR VOTE – All voted unanimously

KEY PROVISIONS OF CONTRACT

To formalise the NRJO resolution number [02122022/11] and clearly establish roles, responsibilities and acceptable service levels, Rous has prepared a contract in the form and containing the terms Rous ordinarily expects its service providers to accept. That is,

in providing the corporate services to the NRJO, Rous is prepared to commit itself to the same terms expected of its external suppliers.

A copy of the contract is provided as Attachment 1 to this report.

Particular attention should be given to the Summary Schedule at the beginning of the contract and Annexure A at the end of the contract which provide, in summary, for the following terms of engagement:

Commencement Date: 1 January 2023

Completion Date: 31 May 2025

Contract Price: \$135,000 p.a. plus annual CPI increases

Reimbursable Expenses: external consultants, auditors, and project management services

Payment frequency: quarterly

Services: Contained in Table 1 of Annexure A of the contract and extracted below:

Type	Description	Frequency	Time allocation
Governance	1. Policy/Procedure/Code/Charter development, review, and maintenance, including: <ul style="list-style-type: none"> • Code of Conduct incl. Code of Conduct Procedure • NRJO Charter • Expenses and Facilities policy • Credit Card Policy • ICT Policy • Privacy Management Plan • Equal Employment Opportunity ('EEO') Management Plan • Public Interest Disclosures ('PID') policy • Procurement policy • ARIC Charter • Internal Audit Charter • Code of Meeting Practice • Risk Management policy • Records policy \ Grant Administration policy 	4 yearly (term)	199hrs
	2. Development of Statement of Regional Priorities		
	Register development and maintenance, including: <ul style="list-style-type: none"> • Disclosures log (<i>Government Information (Public Access) Act 2009</i> ('GIPAA')) • Delegations register (GIPAA) • Contracts register (GIPAA) • Political contributions register • Corporate risk register 	Annual	14hrs
	Statutory and performance reporting, including: <ul style="list-style-type: none"> • Annual Report • Code of Conduct statistical reporting • EEO Management plan progress reporting • Bi-annual and annual PID statistical reporting 	Annual	8hrs
	Meeting management (Board and Audit Risk and Improvement Committee), including: <ul style="list-style-type: none"> • Agenda and business paper development • Minute taking • Scheduling 	Monthly	

	Access to information requests under the GIPAA	As needs	
	Provision and coordination of shared arrangements between the Supplier and the NRJO of: <ul style="list-style-type: none"> • Audit, Risk and Improvement Committee • Risk Management Function • Internal Audit Function In accordance with the 'Risk management and internal audit guidelines for local government in NSW' issued by the Office of Local Government.	On-going	
Executive Officer	<ul style="list-style-type: none"> • Fulfillment of the NRJO Executive Officer position by Phillip Rudd on a part-time basis and fulfillment of the associated duties of that position including attendance at all NRJO board meetings and responsibility for NRJO operations including assumption of risk. 	Ongoing	
Finance	<ul style="list-style-type: none"> • Annual Statement of Revenue • Annual Financial Statements • Year End Finance services • Long-term Financial Planning 	Annual	69hrs
	<ul style="list-style-type: none"> • Financial reporting to General Managers group, NRJO Board and Audit Risk and Improvement Committee • General finance services such as payroll, GST, invoicing etc. 	Monthly	180hrs
Communications	<ul style="list-style-type: none"> • Website / social media administration 	Monthly	120hrs

CONSULTATION

This contract was prepared by Rous and provided to Byron Shire Council, a NRJO Member Council, for review on behalf of the NRJO by its in-house legal counsel. The contract was also provided to the NRJO General Managers' Meeting for feedback. Where appropriate and agreed, the feedback received has been incorporated into the contract.

Refer to [Annexure 2](#) for a summary of feedback received from Byron Shire Council.

LEGAL

In accordance with section 55(3)(c) of the *Local Government Act 1993* (NSW), the NRJO is not required to invite tenders before entering into the contract with Rous County Council.¹

As neither party to this contract is a 'private sector entity' this is not a 'government contract', within the meaning of the *Government Information (Public Access) Act 2009* (NSW), and is not required to be included in the NRJO contracts register .

FINANCE

Refer to Attachment 3.6 'Option 4 Long Term Financial Plan' provided as part of the business papers for the 2 December 2022 NRJO Board Meeting.

¹ The requirement to invite tenders before entering into contracts does not apply to a contract entered into by a council with another council.

ACTION REQ.

In order to formalise the engagement of Rous as the provider of corporate and executive officer services to the NRJO, an officer of the NRJO must be authorised by the Board to execute the contract on behalf of the NRJO.

In the circumstances, it would not be appropriate for the Executive Officer to undertake this task and it is, therefore, recommended that the Chairperson of the NRJO be so authorised.

Supply of Corporate Services Agreement

NRJO Resolution Number: [02122022/11]

Rous County Council
and
Northern Rivers Joint Organisation

Date:

© Lindsay Taylor Lawyers

Supply of Corporate Services Agreement

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Summary Schedule

Item	Clause reference	Details
1	Commencement Date (Clause 1)	1 January 2023
2	NRJO	Name and ABN: Northern Rivers Joint Organisation ABN 68 587 813 167 Address: PO Box 239, Lismore, NSW 2480 Tel: (02) 6623 3800 Email: admin@northernriversjo.nsw.gov.au
3	Supplier	Rous County Council ABN 81 383 023 771 Level 4, 218/232 Molesworth Street, LISMORE, NSW, 2480 Tel: (02) 6623 3800 Email: council@rous.nsw.gov.au
4	Services (Clause 1)	The provision of executive officer and corporate services as more specifically set out in the Contract Documents.
5	Contract Documents (Clause 1)	The following documents comprise the Contract between the parties: (a) this Summary Schedule; (b) the Conditions of Contract; (c) the Specification.
6	Milestones (Clause 1)	(if nothing is stated, there are no Milestones)
7	Milestone Date (Clause 1)	(if nothing is stated, there are no Milestone Dates)
8	Completion Date (Clause 1)	31 May 2025

9	Liquidated Damages (Clause 4)	If an amount for liquidated damages is not specified, liquidated damages are not payable.
10	Supplier's Representative (Clause 9)	Name: Lauren Edwards, Governance and Risk Manager Email: lauren.edwards@rous.nsw.gov.au Phone: (02) 6623 3875
11	NRJO's Representative (Clause 10)	Name: Phillip Rudd, Executive Officer Email: execofficer@northernriversjo.nsw.gov.au Phone: 0427 073 440
12	Key Performance Criteria (Clause 13)	<ul style="list-style-type: none"> Meets annual legislative compliance and reporting requirements applicable to the NRJO. NRJO meeting agendas, business papers, and minutes prepared, issued, and recorded in accordance with the NRJO Code of Meeting Practice and legislative requirements.
13	Key Personnel (Clause 14)	<ul style="list-style-type: none"> Phillip Rudd for the position of Executive Officer and associated Executive Officer services. Not applicable for remainder of corporate services.
14	Contract Price (Clause 19)	<p>Fixed lump sum amount of \$135,000 (excl. GST) per annum subject to CPI increases annually.</p> <p>Reimbursable Expenses:</p> <ul style="list-style-type: none"> Disbursements such as search fees, storage/record management fees, software licensing, external consultant, auditor fees, and project management services subject to the special conditions contained in Annexure 1. <p>If no Reimbursable Expenses are specified, there are none.</p>
15	Other cause for delay for which the Supplier may be entitled to an extension of Time (Clause 18)	<ul style="list-style-type: none"> Legislative and regulatory changes. Staff vacancies/illness/turnover. Pandemic. Natural disaster. <p>If none are specified, then no additional causes apply</p>
16	Details for sending invoices and	Tax Invoices to be sent to: Name: Vicky Scott Email: accounts@northernriversjo.nsw.gov.au

	Supplier's Bank Account Details (Clause 19)	Supplier's Bank Account for payment of tax invoices <i>Name:</i> Rous County Council <i>BSB:</i> 062-565 <i>Account No:</i> 000 000 74
17	Security (Clause 24)	If Security is not specified, no Security is required.
18	Insurances (Clause 27)	Professional Indemnity Insurance – \$20million
19	Limitation of Liability (Clause 28)	Does clause 28 apply? Yes If this section is blank there is no limitation on liability
20	Email for the service of notices (Clause 44)	council@rous.nsw.gov.au

Contract for the Supply of Services

Parties

Rous County Council ABN 81 383 023 771 of Level 4, 218/232 Molesworth Street,
LISMORE, NSW, 2480 (**Supplier**)

and

Northern Rivers Joint Organisation ABN 68 587 813 167 of PO Box 239,
LISMORE, NSW, 2480 (**NRJO**)

Background

- A The Supplier wishes to supply the Services to the NRJO.
- B The NRJO has agreed to engage the Supplier to supply the Services in accordance with this Contract.
- C The Parties agree to work together in accordance with the terms of this Contract to provide the supply of Services under this Contract.

GENERAL CONDITIONS OF CONTRACT

1 Interpretation

1.1 In the Contract the following definitions apply:

Approval includes any approval, consent, licence, permission or the like.

Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date in favour of the NRJO to pay an amount or amounts of money to the NRJO on demand issued by:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited;
 - (ii) Commonwealth Bank of Australia;
 - (iii) Macquarie Bank Limited;
 - (iv) National Australia Bank Limited;
 - (v) St George Bank Limited;
 - (vi) Westpac Banking Corporation; or

- (b) any other financial institution approved by NRJO's Representative in its absolute discretion.

Code of Conduct means the Code of Conduct adopted by the NRJO.

Claims includes actions, proceedings, suits, causes of action, arbitration, verdicts, and judgments either at law or in equity or arising under any statute, debts, dues, demands, claims of any nature, costs and expenses.

Commencement Date means the date specified in Item 1 of the Summary Schedule.

Completion Date means the date or the event specified in Item 8 of the Summary Schedule.

Conditions of Contract means these general conditions of contract.

Confidential Information means any and all information of any nature and in any form concerning the operations, dealings, personnel, business strategies, technology, intellectual property, trade secrets or know how of a Party and includes commercial in confidence information, and any information not publicly available and is by its nature confidential:

- (a) is designated by that Party as confidential; or
- (b) the other Party knows or ought to know is confidential,
- but does not include information which:
- (c) is or becomes part of the public domain through no act, failure or default of the Party receiving the information;
- (d) is disclosed to the receiving Party by a third party lawfully in possession of such information and who is under no obligation to maintain such information in confidence;
- (e) was in the receiving Party's possession prior to receipt by, disclosure to or discovery by the receiving Party; or
- (f) is developed independently by the receiving Party without the use of or reference to the other Party's information.

Consequential Loss means any consequential, indirect, special or punitive loss or damage and any loss of production, business, business opportunity, use, custom, revenue, profit or anticipated profit.

Contaminant means any substance or material (whether liquid, solid or gas) which:

- (a) presents a risk of harm to human or animal health or any other aspect of the Environment;
- (b) may make the surrounding Environment degraded in its capacity to support plant life;
- (c) make the surrounding Environment such that it does not satisfy the contamination criteria or standards in the environment objectives;
- (d) require investigation and/or remediation of any land under any Law.

Contamination Event means an event which would or could result in any Contaminant affecting the surrounding Environment or any water in the

surrounding Environment which would or could result in an offence or the breach of any provision of any Law.

Contract means this agreement and includes the Contract Documents.

Contract Documents means the documents specified as such in Item 5 of the Summary Schedule.

Contract Price means the monetary consideration identified in Item 14 of the Summary Schedule whether expressed as a lump sum or hourly rates or otherwise.

NRJO means Northern Rivers Joint Organisation established under the LG Act and specified in Item 2 of the Summary Schedule.

NRJO's Representative means the person nominated pursuant to clause 10 to act on the NRJO's behalf for the purposes of the Contract and initially identified in Item 11 of the Summary Schedule.

Dangerous Goods means any Goods, whether liquid, gaseous or solid substances that are:

- (a) determined under the Dangerous Goods (Road or Rail Transport) Act 2008 to be dangerous goods;
- (b) satisfy the criteria set out in Part 2 of the Australian Dangerous Goods Code;
- (c) listed as a hazardous chemical under Part 7 of the Work Health and Safety Regulation 2017;
- (d) otherwise pose acute risks to people, property and their environment due to their chemical or physical characteristics.

Data means all data, information (including personal information), text, drawings, statistics, analysis and other materials embodied in any form which is:

- (a) supplied by or on behalf of the NRJO in connection with this Contract; or
- (b) generated, placed, stored, processed, retrieved, printed, accessed or produced utilising the Data supplied in (a) or in the course of supplying the Services.

Deliverables means those documents and/or things required under this Contract to be handed over to the NRJO by the Supplier.

Direction means any notice in writing issued by the NRJO's Representative.

Dispute means a dispute or difference between the parties under or in relation to the Contract.

Environment means components of the earth, including:

- (a) land, air and water;
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism; and
- (d) human-made or modified structures and areas,

and includes interacting natural ecosystems that include components referred to in paragraphs (a) to (c).

Environmental Law means any Law or State protection policy incorporated by reference to or being part of any Law relating to protection of the Environment.

Fees means any fixed fees payable to the Supplier for the provision of specified Services under this Contract as set out in the Pricing Schedule.

Force Majeure means the following acts, events or causes which are beyond the reasonable control of either Party and not due to any fault or negligence on the part of the Supplier: act of God, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, explosion, power shortage, epidemic or pandemic, quarantine, radiation or radioactive contamination or governmental order (other than an order issued by the NRJO).

GIPA Act means the *Government Information (Public Access) Act 2009* as amended from time to time.

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

GST has the same meaning given to that term in the GST Act.

Index means the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

Intellectual Property means inventions, innovations, patents, patent applications, trademarks, designs, circuit layouts, Confidential Information, trade secrets, copyright, technical know-how and commercially sensitive or valuable information or any other right in respect of intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967 (as amended from time to time).

Intellectual Property Rights means all current and future registered and unregistered rights in respect of Intellectual Property.

Insolvency Event means if the Supplier is a corporation the happening of any of these events, the corporation:

- (a) dissolves or an order is made or a resolution is passed for its winding up and it is wound up unless it is for reconstruction or amalgamation; or
- (b) goes into liquidation, whether voluntary or not; or
- (c) is placed under the control of a liquidator or receiver (in both cases whether provisional or otherwise); or
- (d) is placed under official management under the *Corporations Act 2001* (Cth); or
- (e) enters into a composition or scheme of arrangement as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth); or
- (f) is taken to have failed to comply with a statutory demand; or

- (g) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Key Performance Criteria means the requirements for the performance of the Services (including, without limitation, any time, quality and/or cost outcomes) which the Supplier must satisfy as specified in Item 12 in the Summary Schedule and updated or revised by the NRJO throughout the Term.

Key Personnel means those persons identified in item 13 of the Summary Schedule as key personnel.

Law means any Federal, State or Local Government statute, regulation, rule, guideline, order or direction or the like given by a competent authority arising from such laws, rules or regulations.

LG Act means the *Local Government Act 1993 (NSW)*.

LG Reg means the *Local Government (General) Regulation 2021 (NSW)*.

Milestone means a milestone specified in Item 6 of the Summary Schedule.

Milestone Date means the date by which a Milestone must be delivered as specified in Item 7 of the Summary Schedule.

Party means a party to this Contract.

Plant and Equipment means all mobile or fixed plant, equipment (including motor vehicles), goods and materials used in the performance of the Services.

Pricing Schedule means schedule of Rates and/or Fees payable by the NRJO to the Supplier for the provision of the Services, as set out in Annexure 2.

Privacy Law means any Law which may be applicable to the disclosure of Information, including the:

- (a) *Privacy Act 1988 (Cth)*;
- (b) *Privacy and Personal Information Protection Act 1998 (NSW)*; and
- (c) *Workplace Surveillance Act 2005 (NSW)*.

Rates means the hourly, daily, weekly or other time related monetary rate payable to the Supplier for the provision of specified Services as set out in accordance with the Pricing Schedule.

Reimbursable Expense means those disbursements and expenses detailed in Item 14 of the Summary Schedule (if any).

Security means a Bank Guarantee, or a bond, charge or other form of security to the satisfaction of the NRJO indexed in accordance with the Index from the date of this Contract.

Services means the services the subject of the Contract as identified in Item 4 of the Summary Schedule and detailed in the Specification.

Specification means the document at Annexure 1 of this Contract which sets out the requirements for the Services to be provided pursuant to the Contract,

including any brief, technical, design and functional requirements (if applicable), outputs and required Deliverables.

Supplier means the Party named in Item 3 of the Summary Schedule as the supplier of the Services and includes any officer, employee, agent and sub-contractor of the Supplier.

Supplier's Representative means the person identified in Item 10 of the Summary Schedule to act on the Supplier's behalf for the purposes of the Contract.

Taxes means rates, taxes, imposts, charges, excise, stamp duty and other duties, and fees imposed under any statute.

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

- 1.2 In the interpretation of this Contract, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Contract.
 - 1.2.2 A reference in this Contract to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - 1.2.3 If the day on which any act, matter or thing is to be done under this Contract is not a business day, the act, matter or thing must be done on the next business day.
 - 1.2.4 Monetary references are to Australian money.
 - 1.2.5 A reference in this Contract to any Law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.6 A reference in this Contract to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - 1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Contract.
 - 1.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 1.2.10 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
 - 1.2.11 References to the word 'include' or 'including' are to be construed without limitation.

- 1.2.12 Where two or more persons comprise the Supplier, they shall be bound jointly and severally.
- 1.2.13 A reference to a Party to this Contract includes a reference to the servants, agents and Suppliers of the Party, the Party's successors and assigns.
- 1.2.14 Any schedules, appendices and attachments form part of this Contract.

2 Documents Comprising the Contract

- 2.1 The documents comprising this Contract are the Contract Documents and these Conditions of Contract.

3 Commencement of Contract

- 3.1 This Contract takes effect on, or as of, the Commencement Date when all Parties have:
 - 3.1.1 all executed the same copy of this Contract, or
 - 3.1.2 each executed separate counterparts of this Contract and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Contract takes effect on the front page and on the execution page.

4 Timing for the Supply of Services

- 4.1 The Supplier must in accordance with the requirements set out in the Contract Documents:
 - 4.1.1 start to supply the Services on the Commencement Date and complete the Services by the Completion Date;
 - 4.1.2 meet any Milestones by the Milestone Date.
- 4.2 Unless an extension of time is granted under clause 17, if the Supplier fails to deliver the Services or a specified part of the Services by a Milestone Date or the Completion Date, the Supplier shall pay the NRJO the amount specified in Item 9 of the Summary Schedule as the pre-estimated and liquidated damages, for every day after but not including the Milestone Date or Completion Date and including the date upon which the Services are provided.

5 Standard of Supply of Services

- 5.1 The Services supplied under the Contract must be provided:

- 5.1.1 to the reasonable satisfaction of the NRJO and at the times, or by the Milestones, and in the manner specified in the Contract Documents. If no time or Milestones are specified the Services must be supplied in a proper, timely and efficient manner;
- 5.1.2 in accordance with the Specification;
- 5.1.3 in accordance with any Direction which may be given from time to time;
- 5.1.4 in accordance with all applicable policies, procedures and the Codes of Conduct of the NRJO;
- 5.1.5 in accordance with all relevant codes of practice and Australian Standards and seeking to apply best practice; and
- 5.1.6 with such skill, care and diligence as is equal to the degree of skill, care and diligence normally exercised by recognised professional persons who supply services of a similar nature;
- 5.1.7 in good faith and in the best interests of the NRJO; and
- 5.1.8 in accordance with all Laws.

6 Warranties

- 6.1 The Supplier warrants that at the Commencement Date and at all times during the Term:
 - 6.1.1 it has the right and authority to enter into the Contract and to do all things which it is required to do by the Contract;
 - 6.1.2 all action has been taken by the Supplier to render the Contract binding upon it and legally enforceable against it in accordance with its terms;
 - 6.1.3 the information provided to the NRJO prior to entering into this Contract as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Supplier is correct;
 - 6.1.4 it has all Approvals (or will have all Approvals prior to the supply of the Services if securing an Approval is an aspect of the Services) and insurances necessary to carry out the Services at Law and in accordance with the terms and conditions of the Contract and the execution of the Contract and its performance in accordance with its terms by the Supplier;
 - (a) complies with all necessary consents, registrations, Approvals, required by any Law and any relevant governmental agency;
 - (b) does not violate any Laws or the requirements of any relevant governmental agency;
 - 6.1.5 it has complied with and will continue to comply with all WHS Laws in performing this Contract;

- 6.1.6 it has the skills, training and accreditations necessary to perform the Services to the level required by the NRJO and will ensure that all employees, agents and sub-Suppliers engaged by it in the performance of the Services will have the necessary skills, training and accreditation;
- 6.1.7 it does not hold any office or possess any property, is not engaged in any business activity, does not receive any remuneration or other benefit and does not have any obligations whereby duties or interests are or might be created directly or indirectly in conflict with or might appear to be created in conflict with the Supplier's obligations under the Contract other than those disclosed under this contract (**refer to Annexure 1**);
- 6.1.8 the provision of the Services by the Supplier and the use of any Deliverable by the NRJO will not infringe any right of any third party (including any Intellectual Property Right) or any Laws; and
- 6.1.9 the implied conditions, warranties and consumer guarantees set out in the *Competition and Consumer Act 2010* (Cth) are incorporated into the Contract as if the NRJO were a consumer under that Act.

7 Plant and Equipment

- 7.1 The Supplier is to provide all labour, Plant and Equipment and materials necessary for the performance of the Services (in addition to anything expressly referred to in the Contract to be provided by NRJO) unless otherwise provided for under the Contract.
- 7.2 Where the Services involve the use of any Plant or Equipment, the Plant and Equipment must:
 - 7.2.1 be in good working order;
 - 7.2.2 be fit for the purpose; and
 - 7.2.3 conform to any specifications, drawings, samples or other descriptions provided by NRJO to the Supplier.

8 Supplier to have informed itself

- 8.1 The Supplier acknowledges and agrees that it:
 - 8.1.1 has examined and acquired actual knowledge of the contents of all documents and any other information made available in writing by the NRJO to the Supplier prior to entering into the Contract;
 - 8.1.2 has obtained and examined all information relevant to the risks, contingencies and other circumstances that may have had an effect on its tender, bid, quote or submission and which was obtainable by the making of reasonable enquiries; and
 - 8.1.3 has satisfied itself as to the correctness and sufficiency of the Contract Price.

and that it is not entitled to any variation to the Contract Price or relief from the requirements to perform its obligations under the Contract by reason of its failure to comply with clauses 8.1.1 – 8.1.3.

9 Role of the Supplier's Representative

- 9.1 The Supplier warrants that the Supplier's Representative:
 - 9.1.1 acts as an agent of the Supplier;
 - 9.1.2 will be available to consult with the NRJO in relation to matters arising out of the Contract,and decisions of the Supplier's Representative bind the Supplier in all respects.
- 9.2 The duties of the Supplier's Representative include:
 - 9.2.1 administering the Contract including reporting regularly or as requested to the NRJO on the performance under the Contract;
 - 9.2.2 accepting on behalf of the Supplier any notices or other documents issued by or on behalf of the NRJO from time to time pursuant to the Contract;
 - 9.2.3 binding the Supplier by its decisions and acts or omissions.

10 NRJO's Representative

- 10.1 The duties of the NRJO's Representative include:
 - 10.1.1 liaising with the Supplier's Representative in respect of any issue arising under the Contract;
 - 10.1.2 reviewing and monitoring the performance by the Supplier of its obligations under the Contract and reporting to the NRJO on performance;
 - 10.1.3 ensuring that the Supplier's obligations under the Contract are carried out in accordance with the Specification as may be varied under the Contract and policies, procedures and codes of conduct adopted by the NRJO from time to time;
 - 10.1.4 carrying out such other functions as are set out in the Contract or agreed between the Parties from time to time;
 - 10.1.5 issuing any Direction under the Contract.
- 10.2 A reference in these Conditions of Contract to the NRJO's Representative does not operate so as to prevent the NRJO exercising the functions given to the NRJO's Representative.

11 Workplace Health and Safety

- 11.1 The Supplier is responsible for ensuring the workplace health and safety of its employees, agents and Suppliers engaged in the performance of the Contract and must in the course of performing the Contract comply with its workplace, health and safety obligations under any WHS Law.
- 11.2 The Supplier shall:
 - 11.2.1 employ a safe system of work and ensure adequate supervision of employee; and
 - 11.2.2 comply with any Direction given by the NRJO regarding workplace health and safety when the Supplier is performing the Services on premises controlled and managed by the NRJO.

12 Performance Criteria

- 12.1 The Supplier must comply with the Key Performance Criteria during the Term.
- 12.2 The performance of the Supplier will be assessed annually against the Key Performance Criteria.
- 12.3 The Supplier acknowledges and agrees that:
 - 12.3.1 the Key Performance Criteria represent a reasonable standard for the performance of the Services;
 - 12.3.2 the Key Performance Criteria may be reviewed by the NRJO at such time as it thinks fit to ensure that they reflect best practice from time to time.
- 12.4 Any variation to the Key Performance Criteria will be notified to the Supplier in writing and will take effect from the date such notice is delivered to the Supplier. The NRJO, may not, without the consent of the Supplier, vary the Key Performance Criteria in a manner which is reasonably likely to increase the costs incurred by the Supplier in the performance of the Services.
- 12.5 If the NRJO determines that the Supplier has failed to achieve the Key Performance Criteria, the NRJO may, in its absolute discretion, by notice in writing:
 - 12.5.1 manage the non-performance in accordance with any Direction issued by the NRJO's Representative; or
 - 12.5.2 grant the Supplier additional time to achieve the Key Performance Criteria; or
 - 12.5.3 terminate the Contract in accordance with clause 32 and recover any loss or damages the NRJO determines it has incurred which will then be a debt due and payable to the NRJO.

13 Employees, Key Personnel and Sub Suppliers

- 13.1 The Supplier must engage, employ and maintain at all times suitably qualified, skilled and efficient employees together with Key Personnel to perform the Services and its other obligations under the Contract.
- 13.2 The Supplier must ensure that no person other than Key Personnel perform the functions or roles designated for those persons in connection with the performance of the Services by the Supplier, unless otherwise agreed in writing with the NRJO's Representative.
- 13.3 The Supplier must notify the NRJO in writing immediately upon any Key Personnel being unable to carry out their designated functions or roles or ceasing to be employed or engaged by the Supplier.
- 13.4 The Supplier must without delay engage or employ replacement employees to carry out the functions or roles of the Key Personnel. The replacement employees must have skill and expertise comparable to those of the Key Personnel whom they are replacing.
- 13.5 The Supplier may engage sub-contractors in connection with the performance of the Services. Notwithstanding the engagement of sub-contractors, the Supplier remains responsible for the performance of the Services.
- 13.6 Before engaging a sub-contractor the Supplier must satisfy the NRJO that the proposed sub-contractor:
 - 13.6.1 is respectable, qualified and capable of performing that part of the Services which the Supplier proposes to subcontract; and
 - 13.6.2 holds and will maintain the necessary Approvals to provide the Services which are to be sub-contracted.
- 13.7 The Supplier is to pay the NRJO's reasonable legal and other costs which NRJO may incur in making inquiries as to the respectability, solvency, responsibility, stature, experience and capability and licensing of any proposed sub-contractor.
- 13.8 The Supplier must ensure that all employees, sub-contractors and agents:
 - 13.8.1 comply with the Contract and all Laws relating to the performance by them of their obligations under the Contract and any sub-contract;
 - 13.8.2 comply with relevant codes of practice and Australian Standards and seek to apply best practice in the performance of the Services or any work under a contract;
 - 13.8.3 comply with the quality standards and specifications required by the NRJO pursuant to this Contract;
 - 13.8.4 are fully qualified or trained for the work and satisfactorily complete any training required by the NRJO or the NRJO's Representative from time to time; and
 - 13.8.5 comply with any Direction of the NRJO's Representative.
- 13.9 The Supplier must evaluate the performance of all personnel engaged in connection with the provision of the Services from time to time as requested by the NRJO and provide copies of such evaluations to the NRJO.

- 13.10 The NRJO's Representative may give a Direction to the Supplier requiring that any employee, agent or sub-contractor of the Supplier cease to provide Services to the NRJO.
- 13.11 Any costs associated with the carrying out of such a Direction will be borne by the Supplier.

14 Access to Premises

- 14.1 If the Supplier requires access to any NRJO premises in connection with the provision of the Services, the NRJO will, subject to its usual security requirements and any induction and safety requirements under a WHS Law, permit the Supplier reasonable access to the premises at such times as may be reasonably necessary to enable the Supplier to provide the Services.
- 14.2 The Supplier must promptly repair any damage that it or its subcontractors or others under its control and direction cause to any NRJO Premises in the performance of this Agreement and must leave NRJO's premises in a clean and tidy manner.

15 Variation to the Scope of Services

- 15.1 Either Party may, at any time, give written notice to the other Party proposing a variation to the scope of the Services.
- 15.2 Within seven (7) days of giving or receiving such notice, as the case may be, the Supplier must provide a written proposal setting out:
 - 15.2.1 the Rates and/or Fees that would apply with respect to the provision of the varied Services (based on the Pricing Schedule); and
 - 15.2.2 any other impacts that the change will have on the Supplier's ability to perform its obligations under this Contract.
- 15.3 Any increase to the Rates and/or Fees proposed by the Supplier must represent the increase in the cost to the Supplier of providing the varied Services (as applicable).
- 15.4 The NRJO may accept a proposal by notifying the Supplier in writing.
- 15.5 If the Supplier initiates a variation then, in the absence of acceptance under clause 15.4, the Services must be performed in accordance with this Contract without any variation.
- 15.6 If the NRJO initiates the variation then in the absence of such acceptance, the NRJO may terminate the Contract and the provisions of clause 31.4 will apply.
- 15.7 If the NRJO terminates the Contract under clause 15.6 the Supplier must take all necessary steps to mitigate any losses which it may suffer as a result of the termination.
- 15.8 The NRJO is not liable to the Supplier for any costs beyond those specified in clause 15.7 and in no circumstances will the NRJO be liable for indirect or any

Consequential Losses or more remote loss (including any loss of profits or opportunity).

- 15.9 Nothing in this clause 15 limits any other right the NRJO may have under this Contract.

16 Variation to the Specification

- 16.1 The NRJO may, at any time, give written notice to the Supplier proposing a variation to the Specification (including any resulting extension of the Completion Date or a Milestone Date).
- 16.2 The Supplier must, if it reasonably considers that a proposed variation will result in an increase in the Rates and/or Fees for providing the Services, or alter the Completion Date and/or Milestone Date(s), within seven (7) days of receiving a notice under clause 16.1, provide to the NRJO a written proposal for a variation to the Pricing Schedule (based on the current Pricing Schedule) and, if applicable, the Completion Date and/or Milestone Date(s).
- 16.3 The NRJO may, by giving written notice to the Supplier, accept the Supplier's proposal in full or with conditions, or reject the proposal within seven (7) days of its receipt from the Supplier.
- 16.4 If the NRJO does not accept the proposal, the parties may negotiate to finalise any aspects of the Supplier's proposal. If the NRJO still does not accept the Supplier's proposal, the NRJO may terminate the Contract and the provisions of clause 31.4 will apply.
- 16.5 The NRJO is not liable to the Supplier for any costs beyond the Rates and/or Fees agreed pursuant to clause 16.2 and in no circumstances will the NRJO be liable for indirect or any Consequential Losses or more remote loss (including any loss of profits or opportunity).
- 16.6 Nothing in this clause 16 limits any other right the NRJO may have under this Contract.

17 Delays

- 17.1 If the Supplier is aware of any delay or possible delay in the provision of the Services, including any failure to provide the Services by the Completion Date, achieve a Milestone by the relevant Milestone Date or provide a Deliverable it must, as soon as becoming aware of the delay or possible delay, notify the NRJO in writing of:
- 17.1.1 the cause of the delay or possible delay;
 - 17.1.2 the likely length of the delay or possible delay and a proposed new Completion Date or Milestone Date;
 - 17.1.3 options to prevent, overcome or minimise the delay; and
 - 17.1.4 details of any request for an extension of time including the proposed length of any extension sought

- 17.2 Any notification under clause 17.1 shall not release the Supplier from its obligation to provide the Services by the Completion Date or the Milestone Date from any other obligation under the Contract unless the NRJO's Representative grants an extension under clause 17.3 or 17.4.
- 17.3 Subject to a notice being issued under clause 17.1 satisfying the requirements of clause 17.1, the Supplier will be entitled to an extension of time for delay to the Completion Date caused by:
- 17.3.1 an act or omission of the NRJO or its officers, employees, agents of other suppliers;
 - 17.3.2 a Force Majeure event;
 - 17.3.3 an event or circumstances set out in Item 15 of the Summary Schedule.
- 17.4 Despite clause 17.3, the NRJO may, in its absolute discretion, extend the Completion Date or Milestone Date upon consideration of the notice under clause 17.1. The Supplier shall be entitled only to such extensions of time for compliance with the Contract as specified in writing under this clause 17.
- 17.5 If the NRJO extends the Completion Date or a Milestone Date, the Supplier shall not be entitled to any increase in the Contract Price or damages, costs or expenses in connection with any delay.
- 17.6 If the NRJO does not extend the Completion Date to the Milestone Date it may, in its absolute discretion, cancel the Contract issued under the Contract and procure the Services from a third party.
- 17.7 For the avoidance of doubt, nothing in this clause 17 prevents the NRJO from exercising its rights under clause 31 or clause 33 even if it grants an extension of time under clause 17.3.

18 Payment and Payment Claims

- 18.1 Subject to this clause, the NRJO shall pay each undisputed tax invoice for Services provided under the Contract within thirty (30) days of receipt of a valid tax invoice from the Supplier or within such other time period as agreed between the parties.
- 18.2 The Supplier must issue its claim/s for payment to the NRJO on a quarterly basis and in accordance with the payment schedule contained in Annexure 1. Payment claims must:
- 18.2.1 be in the form of a tax invoice which satisfy the provisions of the GST Act;
 - 18.2.2 be itemised to the satisfaction of the NRJO including identifying the specific Services provided to the NRJO to which the invoice relates; and
 - 18.2.3 be sent to the email address specified in Item 16 of the Summary Schedule.
- 18.3 The Supplier shall not be entitled to any interest or charge for extending credit or allowing time for the payment of a tax invoice.

- 18.4 The Supplier will not be entitled to payment under a tax invoice unless the NRJO is satisfied that the amount claimed for the Services and the subject of the relevant tax invoice is correct.
- 18.5 If the NRJO disputes the invoiced amount (whether in whole or in part) for any reason, it must give the Supplier a notice in writing within ten (10) business days after receipt of the payment claim:
- 18.5.1 setting out the reasons why NRJO considers that the payment claim is not properly made, including identifying any amount specified in the payment claim that it disputes, and
- 18.5.2 requesting that the payment claim is amended and reissued to the NRJO.
- 18.6 The NRJO must pay the undisputed amount of an invoice (if any).
- 18.7 If the NRJO and the Supplier are unable to resolve the amount in dispute identified in clause 18.5.1, the dispute will be referred for determination in accordance with clauses 29 or 30.
- 18.8 Any payment to be made by the NRJO to the Supplier is to be made by way of electronic funds transfer to an account specified in Item 16 of the Summary Schedule and if not specified, an account notified by the Supplier to the NRJO for that purpose and must include and identify an amount for GST.
- 18.9 Payment by the NRJO is on account and is not evidence of the value of the Services supplied, an admission of liability or evidence that the Services comply with the requirements of the Contract.
- 18.10 The Supplier must continue to perform its obligations under the Contract even if the NRJO fails to pay the amount claimed pursuant to a tax invoice by the date provided for under this clause 18.

19 Contract Price

- 19.1 The Contract Price is:
- 19.1.1 fixed unless provision is made in Item 14 of the Summary Schedule for the Contract Price to be adjusted;
- 19.1.2 inclusive of all applicable Taxes (excluding GST);
- 19.1.3 inclusive of all Reimbursable Expenses unless otherwise specified in Item 14 of the Summary Schedule.
- 19.2 The amount claimed on each tax invoice must be calculated in accordance with the Pricing Schedule and reflect the Contract Price.

20 GST

- 20.1 Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

- 20.2 Any consideration payable or to be provided for a supply made under or in connection with the Services, does not include any amount on account of GST unless the Summary Schedule specifically provides otherwise.
- 20.3 If GST is payable on any supply made under the Contract, the recipient of the supply must pay to the Supplier, an additional amount equal to the GST payable on the supply (**GST Amount**).
- 20.4 The GST Amount is payable at the same time as the GST exclusive consideration is paid or provided but only if the Supplier provides the recipient with a tax invoice for the supply to which the payment relates.
- 20.5 If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment shall be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.
- 20.6 If a payment to a Party is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense.
- 20.7 If an adjustment arises in relation to a taxable supply made under this Contract, the Supplier must recalculate the amount payable on account of GST under clause 20.3 to take account of the adjustment event. The Supplier must issue an adjustment note to the NRJO within twenty eight (28) days of becoming aware of the adjustment event. A corresponding payment to reflect the adjustment must be made by the Supplier to the NRJO or by the NRJO to the Supplier, as the case may be.

21 Intellectual Property

- 21.1 The Supplier warrants that the Services do not infringe or contribute to any infringement of any Intellectual Property Right.
- 21.2 The Intellectual Property in all materials provided by the NRJO to the Supplier including, but not limited to, drawings, specifications, designs, manuals and/or tenders remains with the NRJO, and the Supplier must promptly return all such material to the NRJO, if requested by the NRJO.
- 21.3 The Supplier grants to the NRJO a royalty-free, irrevocable, worldwide, perpetual and transferable licence, which may be sublicensed by the NRJO in its sole discretion, to use, modify, alter and adapt any Deliverable, reports, designs, drawings, calculations, models, disks, tapes, other electronic data, written information and other documents created in respect of the Services.
- 21.4 The Supplier indemnifies the NRJO against any and all liability, loss, damages and expenses arising out of any claim in respect of infringement or alleged infringement, of any patent, trade mark or design, copyright or any other form of intellectual or industrial property whether in Australia or overseas, relating to the Services and any Deliverables.
- 21.5 The obligations of the Supplier under this clause 21 shall continue after the expiration or other termination of the Contract.

22 Compliance with Environmental Laws

- 22.1 The Supplier must at all times ensure that in carrying out the Services it complies with all Environmental Laws and:
 - 22.1.1 Contaminants are not discharged without an Approval and if discharged, only in accordance with any Approval;
 - 22.1.2 pollution does not arise and is not likely to arise;
 - 22.1.3 no breach of any Environmental Law occurs;
 - 22.1.4 no industrial waste, Dangerous Good or potentially hazardous substance is abandoned, or unlawfully disposed of or dumped;
 - 22.1.5 no industrial waste or potentially hazardous substance is handled in a manner which causes or is likely to cause an environmental hazard or breaches any Environmental Law; and
 - 22.1.6 Dangerous Goods are stored, transported and handled safely, in accordance with any product data safety sheets, and all Laws.
- 22.2 If any of the occurrences identified in clause 22.1 arise the Supplier must:
 - 22.2.1 report any breach even if accidental; and
 - 22.2.2 provide to the NRJO's Representative as soon as reasonably practicable details of notices received by or proceedings commenced against the Supplier pursuant to an Environmental Law:
 - (a) relating to a breach or alleged breach by the Supplier of an Environmental Law; or
 - (b) requiring the Supplier to carry out works to ameliorate any Contamination.

23 Security

- 23.1 If Item 17 of the Summary Schedule specifies an amount to be provided as Security for the performance of the Contract, the Supplier must provide that Security by the Commencing Date.
- 23.2 The NRJO may call-up and apply the Security in accordance with clause 24 to remedy any breach of the Contract notwithstanding any other remedy it may have under the Contract, under any Act or otherwise at law or in equity.
- 23.3 Subject to clause 23.2, the NRJO is to release and return the Security or any unused part of it to the Supplier within fourteen (14) days after the Completion Date.
- 23.4 The Supplier may at any time provide the NRJO with a replacement Security.
- 23.5 On receipt of a replacement Security, the NRJO is to release and return the Security that has been replaced to the Supplier.
- 23.6 If the NRJO calls-up the Security or any portion of it, it may, by written notice to the Supplier, require the Supplier to provide a further or replacement

Security to ensure that the amount of Security held by the NRJO equals the amount it is entitled to hold under the Contract.

- 23.7 The Supplier is to ensure that the Security provided to the NRJO is at all times maintained to the full current indexed value.

24 Breach of obligations

- 24.1 If the NRJO reasonably considers that the Supplier is in breach of any obligation under this Contract, it may give a written notice to the Supplier:
- 24.1.1 specifying the nature and extent of the breach;
 - 24.1.2 requiring the Supplier to:
 - (a) rectify the breach if it reasonably considers it is capable of rectification; or
 - (b) pay compensation to the reasonable satisfaction of the NRJO in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification;
 - 24.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 24.2 If the Supplier fails to fully comply with a notice referred to in clause 24.1, the NRJO may, without further notice to the Supplier, call-up the Security provided by the Supplier under this Contract and apply it to remedy the Supplier's breach.
- 24.3 Any costs incurred by the NRJO in remedying a breach in accordance with clause 24.1 may be recovered by the NRJO by either or a combination of the following means:
- 24.3.1 by calling-up and applying the Security provided by the Supplier under this Contract; or
 - 24.3.2 as a debt due in a court of competent jurisdiction.
- 24.4 For the purpose of clause 24.3, the NRJO's costs of remedying a breach the subject of a notice given under clause 24.1 include, but are not limited to:
- 24.4.1 the costs of the NRJO's employees, agents and contractors reasonably incurred for that purpose;
 - 24.4.2 all fees and charges necessarily or reasonably incurred by the NRJO in remedying the breach; and
 - 24.4.3 all legal costs and expenses reasonably incurred by the NRJO, by reason of the breach.
- 24.5 Nothing in this clause 24 prevents the NRJO from exercising any rights it may have at law or in equity in relation to a breach of this Contract by the Supplier, including but not limited to seeking relief in an appropriate court.
- 24.6 In exercising its powers under this clause 24 the NRJO may, without payment of compensation to the Supplier, take possession of and use any Plant and Equipment, on or in the vicinity of the premises that were used or intended to

be used by the Supplier for the Services, which are reasonably required to facilitate the completion of the Services.

25 Set Off

- 25.1 The NRJO may deduct from moneys due to the Supplier under the Contract any debt or other moneys due from the Supplier to the NRJO or any claim to money which the NRJO may have against the Supplier whether for damages (liquidated or otherwise) under the Contract.

26 Insurances

- 26.1 No later than the Commencement Date, the Supplier must, at its own expense take out and maintain:
- 26.1.1 professional indemnity insurance for the minimum amount specified in Item 18 of the Summary Schedule (being the amount which may be paid arising out of any single accident or event). The cover provided under this policy must not be contributory with any policy the NRJO takes out;
 - 26.1.2 workers compensation insurance, in accordance with the requirements of, and for an amount of not less than the maximum amount specified in, the Law in New South Wales; and
 - 26.1.3 public liability insurance for the amount of \$20,000,000 for each occurrence covering:
 - (a) the respective rights and interests, and liabilities to third parties, of the parties from time to time, whenever performing obligations under the Contract;
 - (b) the parties' respective liability to each other for loss or damage to property and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy).
- 26.2 The insurance policies must be taken out with a reputable and Australian Prudential Regulation Authority (APRA) approved insurance company.
- 26.3 The Supplier must, within seven (7) days of the Commencement Date give to the NRJO at the election of the NRJO either copies of the insurance policies of the types described in clause 26.1 or copies of the certificates of currency of those policies.
- 26.4 Within seven (7) days of receiving any certificate of renewal or currency or further policy, the Supplier must give a copy of it to the NRJO.
- 26.5 The Supplier must show evidence of renewal of an expired policy to the NRJO.
- 26.6 If the Supplier fails to comply with this clause 26 the NRJO may effect and maintain the insurances and pay premiums, in which case the amount paid shall be a debt due from the Supplier to the NRJO.

27 Indemnities

- 27.1 The Supplier shall indemnify NRJO to the fullest extent permitted by Law in respect of all and any Claims to which the NRJO shall or may be or become liable including but not limited to all Claims arising from:
- 27.1.1 a breach of this Contract;
 - 27.1.2 damage to property of the NRJO or third parties;
 - 27.1.3 injury or death of third party in connection the performance of Services;
 - 27.1.4 breach by the Supplier of the WHS Laws in the performance of the Contract;
 - 27.1.5 breach of any Environmental Law in the performance of this Contract;
 - 27.1.6 liability under the *Competition and Consumer Act 2010 (Cth)*, the *Sale of Goods Act 1993 (NSW)* and *Fair Trading Act 1987 (NSW)* in force in New South Wales in connection the performance of the Services;
 - 27.1.7 fault or alleged fault in the Services; or
 - 27.1.8 negligent acts or omissions, or wilful misconduct or unlawful acts, of the Supplier, its officers, employees, agents, or sub-contractors including their fraudulent acts or omissions, caused, or contributed to, by any act or omission of the Supplier in the performance of this Contract.
- 27.2 The Supplier's indemnity to the NRJO under clause 27.1 shall be reduced proportionately to the extent that any negligence or wilful act or omission of the NRJO contributed to the loss or liability.
- 27.3 Without limiting clause 27.1, the Supplier is liable for any direct losses, but not any indirect or Consequential Losses, suffered by the NRJO arising out of or in connection with a Claim for which the Supplier has indemnified the NRJO under clause 27.1.
- 27.4 The obligations of the Supplier under this clause 27 shall continue after the expiration or other determination of the Contract.
- 27.5 To the fullest extent permitted by Law, Part 4 of the *Civil Liability Act 2002* (NSW) does not apply to the Contract.

28 Limitation of Liability

- 28.1 This clause applies if Item 19 of the Summary Schedule so states.
- 28.2 Subject to clause 28.4, the maximum amount that the NRJO may recover from the Supplier (whether by way of damages or otherwise) pursuant to clause 27.1.1 or clause 27.1.2, or in tort, or for any other common law or statutory cause of action arising out of the operation of this Agreement will (except to the extent that an exclusion or limitation of liability is prohibited by law) is an amount equal to the insured value required under this Contract for that occurrence.

- 28.3 The limitation of liability set out in clause 28.2 applies to each occurrence giving rise to a Claim. An “occurrence” means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be.
- 28.4 The limitation on liability set out in this clause 28 does not apply in relation to liability:
- 28.4.1 under an indemnity provided by the Supplier under this Agreement, other than the indemnity identified in clause 27.1.1 and 27.1.2;
 - 28.4.2 for breach of confidence;
 - 28.4.3 for breach of Intellectual Property rights; or
 - 28.4.4 for breach of privacy.
- 28.5 The Supplier’s liability under this clause 28 shall be reduced proportionately to the extent that any negligence or wilful act or omission of the NRJO contributed to the loss or liability.

29 Dispute resolution – expert determination

- 29.1 This clause applies to a Dispute between the parties to the Contract concerning a matter arising in connection with the Contract that can be determined by an appropriately qualified expert if the Parties to the Dispute agree that it can be so determined.
- 29.2 A Dispute to which this clause applies is taken to arise if one party gives another Party a notice in writing specifying particulars of the Dispute.
- 29.3 If a notice is given under clause 29.2, the parties are to meet within fourteen (14) days of the notice in an attempt to resolve the Dispute.
- 29.4 If the Dispute is not resolved within a further twenty eight (28) days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 29.5 The expert determination is final and binding on the parties except in the case of fraud or misfeasance by the expert.
- 29.6 The costs arising from the President, the expert, and the expert determination shall be borne by the unsuccessful Party.
- 29.7 Notwithstanding the existence of a Dispute, the Supplier shall at all times continue to fulfil all its obligations under the Contract and comply with all Directions given to the Supplier by the NRJO’s Representative in accordance with the provisions of the Contract.

30 Dispute Resolution - mediation

- 30.1 This clause applies to any Dispute arising in connection with the Contract other than a Dispute to which clause 29 applies.
- 30.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

- 30.3 If a notice is given under clause 30.2, the parties are to meet within fourteen (14) days of the notice in an attempt to resolve the Dispute.
- 30.4 If the Dispute is not resolved within a further twenty eight (28) days, the parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 30.5 If the Dispute is not resolved by mediation within a further twenty eight (28) days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 30.6 Each party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 30.7 The parties are to share equally the costs of the President, the mediator, and the mediation.
- 30.8 Notwithstanding the existence of a Dispute, the Supplier shall at all times continue to fulfil all its obligations under the Contract and comply with all Directions given to the Supplier by the NRJO's Representative in accordance with the provisions of the Contract.

31 Termination for Convenience

- 31.1 This Contract may be terminated at any time:
 - 31.1.1 by mutual agreement; or
 - 31.1.2 by either Party for its convenience and without giving reasons by giving at least three (3) months' notice.
- 31.2 The termination shall take place on the date specified in the notice issued under clause 31.1.2.
- 31.3 If the Contract is terminated by the NRJO under clause 31.1.2 the Supplier must comply with the Directions of the NRJO to stop the provision of the Services.
- 31.4 After termination under clause 31.2 and subject to any rights of set-off, the NRJO must pay to the Supplier:
 - 31.4.1 the price for any Services provided under the Contract,
 - 31.4.2 the costs of any materials or goods reasonably ordered under the Contract for the supply of the Services prior to the receipt of the notice under clause 31.1.2 or the date on which the Services were suspended under clause 33.2;
 - 31.4.3 any other direct costs reasonably incurred by the Supplier prior to the date of termination which would have been payable had the Contract not been terminated.

- 31.5 Payments made under clause 31.4 are in full compensation for termination under this clause 31, and the Supplier has no claim for damages or other entitlement whether under the Contract or otherwise against the NRJO.

32 Termination for Cause

- 32.1 The NRJO may terminate the Contract:
 - 32.1.1 if the Supplier fails on more than three (3) occasion/s to supply Services in accordance with the Contract;
 - 32.1.2 if the Supplier fails to meet any Key Performance Criteria;
 - 32.1.3 if the Supplier breaches a condition of the Contract and fails to rectify such breach in accordance with the provisions of the Contract;
 - 32.1.4 if the Supplier fails to comply with a Direction in accordance with the Contract;
 - 32.1.5 if any defect in the Services notified under the provisions of the Contract are not remedied within the time specified in the notice;
 - 32.1.6 upon the occurrence of an Insolvency Event.
- 32.2 In the circumstances specified in clause 32.1 the NRJO may terminate the Contract by notifying the Supplier in writing of the termination of the Contract.
- 32.3 If the NRJO terminates the Contract under this clause, the Supplier will not be released from liability for any prior breach of the Contract and other remedies available to the NRJO to recover any amounts due and owing to NRJO or for breach of the Contract will not be prejudiced.
- 32.4 The Supplier may terminate this Contract by giving at least thirty (30) Days written notice to the NRJO if the NRJO fails to pay amounts due under this Contract provided the amounts due:
 - 32.4.1 are the subject of Tax Invoices complying with this Contract;
 - 32.4.2 are due and payable in accordance with this Contract;
 - 32.4.3 are not the subject of a Dispute;
 - 32.4.4 are overdue for a period of at least ninety (90) days; and
 - 32.4.5 are amounts for which a demand made by the Supplier stating that the amount has been overdue for a period of at least ninety (90) days and that the Supplier will have the right to terminate the Contract on thirty (30) days' notice following service of the demand if the demand is not met has been made by the Supplier.

33 Suspension

- 33.1 The NRJO may suspend the performance of the Services at any time by the NRJO's Representative issuing a Direction to that effect.
- 33.2 The Supplier must recommence the Services when the NRJO's Representative issues a Direction to do so. If, after the period specified in the

Direction the reason for the suspension is continuing and the NRJO determines that the reason for the suspension is likely to continue so that performance by the Supplier of its obligations is not possible within a reasonable time determined by the NRJO, the NRJO may elect to terminate the Contract and in these circumstances the provisions of clause 31.4 shall apply.

- 33.3 The Supplier may suspend the performance of the Services to the extent necessary to protect the health and safety of persons if a risk to the health or safety of any person arises where the Services are being performed (other than premises controlled by the Supplier).
- 33.4 If the Supplier suspends the Services under clause 33.3, the Supplier's Representative must promptly notify the NRJO's Representative of the suspension and provide details of the cause and reason for the suspension. The Supplier must resume the Services as soon as possible.
- 33.5 The NRJO is not liable to the Supplier for any costs, expenses or damages whether direct or indirect, or Consequential Losses suffered or incurred by the Supplier resulting from or in connection with the issue of a Direction under clause 33.1 or clause 33.3.

34 Consequences of Completion or Termination

- 34.1 Termination or expiry of this Contract will not prejudice any right of action or remedy which may have accrued to either Party prior to termination or expiry.
- 34.2 Upon completion of the Services or termination of the Contract, the Supplier must immediately cease using all materials (whether in written or electronic form) that contain or encapsulate any Data or Confidential Data and, at the election of the NRJO with no additional cost to NRJO
 - 34.2.1 delete or destroy the Data or Confidential Information, as applicable and permitted under Law; or
 - 34.2.2 return the Data or Confidential Information to the NRJO in the format and order required by the NRJO.
- 34.3 The Supplier must co-operate with the NRJO and provide necessary assistance to the NRJO or any Supplier appointed by the NRJO to take over the Services after the expiry or termination.
- 34.4 This clause shall not merge on expiration or other determination of the Contract.

35 Data and Confidentiality

- 35.1 All Data remains the property of the NRJO and may only be used by the Supplier for the purposes of this Contract.
- 35.2 The Supplier must not at any time unless required in the proper course of carrying out the Contract or as authorised by the NRJO and by Law, disclose to any person Confidential Information, or any other information which has come to its knowledge in the performance of this Contract.

- 35.3 The Supplier agrees and undertakes not to use or attempt to use any Confidential Information or Data in any manner whatsoever which may cause or be calculated or likely to cause injury or loss either directly or indirectly to the NRJO.
- 35.4 The Supplier must implement such procedures as are reasonable to prevent the unauthorised disclosure of any Data and must immediately report any actual, threatened or suspected unauthorised disclosure of any Data or Confidential Information to the NRJO's Representative and provide such information as to the recipient of the unauthorised disclosure as may be known to it.
- 35.5 The Supplier must take all reasonable steps to ensure that its employees, subcontractors, directors and agents do not make public or disclose any Confidential Information.
- 35.6 This clause survives termination or expiration of the Contract.

36 Information Collection and Access

- 36.1 The Supplier must comply with all Privacy Laws applying to the use, collection, storage and disclosure of any personal information.

37 Access to Public Information

- 37.1 The Supplier acknowledges that this clause is included in the Contract to facilitate NRJO's obligations under s121 of the GIPA Act.
- 37.2 The Supplier must at its own expense and within seven (7) days of receiving a written request by NRJO, provide NRJO with access to the following information contained in records held by the Supplier:
 - 37.2.1 information relating directly to the performance of the Services;
 - 37.2.2 information collected by the Supplier from members of the public to whom it provides, or offers to provide, the Services;
 - 37.2.3 information received by the Supplier from NRJO to enable it to provide the Services.
- 37.3 For the purposes of clause 37.2, information to be provided to NRJO does not include:
 - 37.3.1 information that discloses or would tend to disclose the Supplier's financing arrangements, financial modelling, cost structure or profit margins;
 - 37.3.2 information that the Supplier is prohibited from disclosing to NRJO by provision made by or under any Law;
 - 37.3.3 information that, if disclosed to NRJO could reasonably be expected to place the Supplier at a substantial commercial disadvantage in relation to NRJO, whether at present or in the future.

- 37.4 Any failure of the Supplier to comply with any request to supply information set out in clause 37.2 will be a breach of the Contract and will allow NRJO to terminate the Contract by giving notice in writing of its intention to do so with the termination to take effect seven (7) days after receipt of the notice.

38 Monitoring and Quality Assurance

- 38.1 The NRJO may from time to time undertake:
- 38.1.1 quality audits and quality surveillance of the quality system and/or the production processes; and/or
 - 38.1.2 product inspections to the standard specified by the NRJO of the completed Services before acceptance.
- 38.2 The Supplier shall provide the NRJO's authorised representatives with access to its premises and work areas, and all documentation appropriate to check compliance with the Contract.
- 38.3 The Supplier's Representative and the NRJO's Representative shall meet regularly to evaluate and monitor performance of the Contract.
- 38.4 In assessing performance under the Contract, the NRJO shall have regard to:
- 38.4.1 the Key Performance Criteria;
 - 38.4.2 quality of Services supplied;
 - 38.4.3 compliance with providing the Services by the required times;
 - 38.4.4 contract administration and management;
 - 38.4.5 any other relevant contract matters.

39 Variation

- 39.1 No amendment, variation or modification or consent to departure by any Party of the terms of the Contract will have any force or effect, unless effected by a document executed by the Parties.

40 Assignment and Subcontracting

- 40.1 The Supplier must not, without the prior written approval of NRJO which may be withheld in its absolute discretion, assign or subcontract the Contract.
- 40.2 Approval to assign or subcontract shall not relieve the Supplier from any of its obligations under the Contract, or impose any liability upon the NRJO to an assignee or a sub-contractor.

41 Relationship between the Parties

- 41.1 The Supplier will at all times perform its obligations under the Contract in the capacity of an independent Supplier to the NRJO.
- 41.2 The Contract does not create, nor should it be construed to create any relationship between the Supplier and the NRJO of:
 - 41.2.1 employment,
 - 41.2.2 partnership,
 - 41.2.3 principal and agency, or
 - 41.2.4 joint venture.
- 41.3 The Supplier does not have the authority to, and must not, bind the NRJO to any agreement or otherwise hold itself out as being authorised to deal as an agent of the NRJO.

42 No Fetter

- 42.1 Nothing in the Contract shall be construed as requiring the NRJO or the Supplier to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

43 Illegality

- 43.1 If the Contract or any part of it is or becomes illegal or invalid, the parties are to co-operate and negotiate in good faith any amendments to the Contract to give effect to the intention of the Contract.

44 Notices

- 44.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under the Contract only given or made if it is in writing and sent in one of the following ways:
 - 44.1.1 delivered or posted to that Party at its address set out at the beginning of the Contract;

- 44.1.2 emailed to that Party at its email address set out in the Summary Schedule.
- 44.2 If a Party gives the other Party three (3) business days' notice of a change of its address, or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, or emailed to the latest address or fax number.
- 44.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 44.3.1 delivered, when it is left at the relevant address,
 - 44.3.2 sent by post, two (2) business days after it is posted, or
 - 44.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of twenty four (24) hours of the email being sent.
- 44.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made on the next business day.

45 Governing Law

- 45.1 The Contract will be governed by and construed in accordance with the laws of the State of New South Wales and the parties submit generally and unconditionally to the non-exclusive jurisdiction of the Courts of that State.

46 Waivers and Remedies

- 46.1 The failure to exercise or delay in exercising by any Party of any right conferred by the Contract does not operate as a waiver and the single or partial exercise of any right by that Party does not preclude any other or further exercise of that or any other right by that Party.
- 46.2 The rights of a Party conferred by the Contract are cumulative and are not exclusive of any rights provided by Law.

47 Continuing Performance

- 47.1 The provisions of the Contract do not merge with any action performed or document executed or delivered by any Party for the purposes of performance of the Contract.
- 47.2 All representations and warranties in the Contract will survive the execution and delivery of any document for the purposes of, and continue subsequent to, performance of the Contract.

48 Pre-contractual Negotiation

- 48.1 The Contract expresses and incorporates the entire agreement between the Parties in relation to its subject matter and all the terms of that agreement, and supersedes and excludes any prior or collateral negotiations, understanding, communication, agreement, representation or warranty by or between the Parties in relation to that subject matter or any term of that agreement.

49 Conflicts of Interest

- 49.1 The Supplier acknowledges that it has read and understood the NRJO's Code of Conduct and confirms that at the Commencement Date is not aware of any conflict of interest as defined by that document which it has not already disclosed to the NRJO and which it would not, upon undertaking reasonable enquiries be aware.
- 49.2 If a conflict of interest arises during the Term, the Supplier will, upon becoming aware of it, notify the NRJO's Representative and the parties shall meet to agree how best to resolve or manage the conflict.

50 Further Assurance

- 50.1 Each Party must whether prior or subsequent to performance of the Contract, execute all documents and perform all acts necessary to give full effect to the Contract.

51 Counterparts

- 51.1 The Contract may be executed in any number of counterparts, all of which taken together will be deemed to constitute one and the same document.
- 51.2 The parties acknowledge that this Agreement may be signed electronically.
- 51.3 Counterparts may be delivered by electronic means to the other party and the receiving party may rely upon receipt of the counterpart so executed and delivered as if the original had been received.

52 Precedence

- 52.1 In the event of any inconsistency between the Contract Documents the following is the order of precedence with the first mentioned prevailing over the second and so forth:
- 52.1.1 the Summary Schedule;
 - 52.1.2 any special conditions of contract,
 - 52.1.3 the Conditions of Contract,

52.1.4 the Specification;

52.1.5 the Tender, if any.

DRAFT

Execution

Dated:

Executed by and on behalf of the Northern Rivers Joint Organisation by its authorised officer pursuant to delegation granted on _____:

Authorised Officer

Name:

Date:

Witness

Name:

Date:

Executed for and on behalf of Rous County Council by its authorised officer pursuant to delegation granted on _____:

Authorised Officer

Name:

Date:

Witness

Name:

Date:

Annexure 1

- A. The following provisions contained in this Annexure 1 are the Specification/s and special conditions to the Contract.
- B. In accordance with NRJO resolution number [02122022/11], Rous County Council (**Supplier**) will provide the Northern Rivers Joint Organisation (**NRJO**) with the corporate services set out in Table 1 below:

Table 1 – Corporate and Executive Officer Services

Type	Description	Frequency	Time allocation
Governance	1. Policy/Procedure/Code/Charter development, review, and maintenance, including: <ul style="list-style-type: none"> • Code of Conduct incl. Code of Conduct Procedure • NRJO Charter • Expenses and Facilities policy • Credit Card Policy • ICT Policy • Privacy Management Plan • Equal Employment Opportunity ('EEO') Management Plan • Public Interest Disclosures ('PID') policy • Procurement policy • ARIC Charter • Internal Audit Charter • Code of Meeting Practice • Risk Management policy • Records policy \ Grant Administration policy 2. Development of Statement of Regional Priorities	4 yearly (term)	199hrs

	<p>Register development and maintenance, including:</p> <ul style="list-style-type: none"> • Disclosures log (<i>Government Information (Public Access) Act 2009</i> ('GIPAA')) • Delegations register (GIPAA) • Contracts register (GIPAA) • Political contributions register • Corporate risk register 	Annual	14hrs
	<p>Statutory and performance reporting, including:</p> <ul style="list-style-type: none"> • Annual Report • Code of Conduct statistical reporting • EEO Management plan progress reporting • Bi-annual and annual PID statistical reporting 	Annual	8hrs
	<p>Meeting management (Board and Audit Risk and Improvement Committee), including:</p> <ul style="list-style-type: none"> • Agenda and business paper development • Minute taking • Scheduling 	Monthly	
	<p>Access to information requests under the GIPAA</p>	As needs	
	<p>Provision and coordination of shared arrangements between the Supplier and the NRJO of:</p> <ul style="list-style-type: none"> • Audit, Risk and Improvement Committee • Risk Management Function • Internal Audit Function <p>In accordance with the 'Risk management and internal audit guidelines for local government in NSW' issued by the Office of Local Government.</p>	On-going	
Executive Officer	<ul style="list-style-type: none"> • Fulfillment of the NRJO Executive Officer position by Phillip Rudd on a part-time basis and fulfillment of the associated duties of that position including attendance at all 	Ongoing	

	NRJO board meetings and responsibility for NRJO operations including assumption of risk.		
Finance	<ul style="list-style-type: none"> • Annual Statement of Revenue • Annual Financial Statements • Year End Finance services • Long-term Financial Planning 	Annual	69hrs
	<ul style="list-style-type: none"> • Financial reporting to General Managers group, NRJO Board and Audit Risk and Improvement Committe • General finance services such as payroll, GST, invoicing etc. 	Monthly	180hrs
Communications	<ul style="list-style-type: none"> • Website / social media administration 	Monthly	120hrs

- C. The time allocations contained in the above table are indicative estimates only. The Contract Price is a fixed fee. Any additional time actually spent over and above the estimates will be treated as an in-kind contribution by the Supplier as an Associate Member of and to the NRJO.
- D. Any additional services the Supplier is directed to provide by the NRJO that are not within the scope of the services identified in the above table will be charged by the Supplier to the NRJO at an hourly rate of \$80.00 (exclusive of GST).
- E. Clause 18.2 of the Contract is amended to provide that the Supplier will issue to the NRJO a valid tax invoice on a quarterly basis for part payment of the annual Contract Price.
- F. Clause 13.4 is not applicable with respect to the Executive Officer position/services. The replacement and appointment of Executive Officer is subject to applicable legislative requirements and the Supplier will reduce the Contract Price proportionately should its Key Personnel no longer be available to provide the Executive Officer services and the NRJO does not elect a replacement from amongst the employees of the Supplier.
- G. Subject to clause (H) below, project management services engaged by the Supplier on behalf of the NRJO are reimbursable expenses and in selecting a Project Manager the Supplier:

- i. May appoint, or second, an employee of the Supplier; or
- ii. May appoint an employee of a NRJO member or associate member organisation, with the prior consent of that organisation; or
- iii. May appoint an external, third-party organisation.

H. The Supplier may only engage project management services on behalf of the NRJO if:

- i. There is an appropriate NRJO approved budget allocation or grant available; and
- ii. The Supplier provides the NRJO with a cost estimate for the services.

I. The Supplier is a county council constituted by and in accordance with the *Local Government Act 1993*. The Supplier is a non-voting, Associate Member of the NRJO. In certain circumstances, this relationship may give rise to a potential, perceived or actual conflict of interest within the meaning of clause 6.1.7 of this Contract and the Code of Conduct. In this event, both parties will ensure appropriate measures are put in place to manage any conflicts of interest.

J. In the event of a Dispute arising or a Direction is required to be issued under this Contract, the NRJO Representative will be the General Manager of the council to which the NRJO’s Chairperson belongs and Item 11 of the Summary Schedule and clauses 29 and 30 of the Contract will be considered amended to reflect this change.

K. The Supplier will make a Payment Claim under this contract on a quarterly basis in accordance with the following Payment Schedule:

Quantum of Payment Claim	Month of Issue of Payment Claim	Frequency
\$33,750 + Reimbursable Expenses	April	Annually
	July	
	October	
	January	

L. An approved NRJO budget allocation must be available and approved prior to the Supplier incurring any significant Reimbursable Expenses, such as consultants’ fees for example.

CONTRACT FOR CORPORATE SERVICES BETWEEN THE NORTHERN RIVERS JOINT ORGANISATION AND ROUS COUNTY COUNCIL [Contract Feedback/Negotiation]		
CONTRACT REF.	BYRON SHIRE COUNCIL (BSC) COMMENTS 08-05-23	ROUS COUNTY COUNCIL (RCC) COMMENTS 09-05-23
Cover Page	<i>The date 1 May 2023 will need to change to the date of execution</i>	Noted.
Page 5 Items 10 and 11	<p><i>Philip is the General Manager of Rous County Council. He is also the Executive Officer of NRJO</i></p> <p><i>Lauren is the Governance and Risk Manager of Rous County Council. In that capacity Lauren is Phillip's subordinate</i></p> <p><i>Difficulties may arise under the Agreement if, at any time, Lauren was required to give a direction to Philip.</i></p>	<p>Agreed. A special condition has been included in Annexure 1 of the contract as follows:</p> <p><i>"(J) In the event of a Dispute arising or a Direction is required to be issued under this Contract, the NRJO Representative will be the General Manager of the council to which the NRJO's Chairperson belongs and Item 11 of the Summary Schedule and clauses 29 and 30 of the Contract will be considered amended to reflect this change."</i></p>
Page 5 Item 12	<i>The Code of Meeting Practice needs to be attached.</i>	Agreed.
Page 6 Item 16	<i>Tax invoice details need to be inserted</i>	Agreed.
Page 7 Item 18	<i>The wording should be "Professional Indemnity Insurance" as opposed to "professional Liability Insurance"</i>	Agreed.
Page 7 Item 20	<i>Details need to be inserted</i>	Agreed.
Page 8 -the Parties	<i>Formatting is required to bring Lismore up to follow on Molesworth Street</i>	Noted.
Page 12-LG Reg	<i>The year of the Regulation should be 2021.</i>	Agreed.

<i>Page 12-Pricing Schedule</i>	<i>It is a matter for individual preference but documents attached to an Agreement such as these may be referred to as Annexures.</i>	Noted. A Pricing Schedule is not applicable to this engagement, being a fixed, lump sum contract.
<i>Page 12-Reimbursable Expense.</i>	<i>Is there to be a cap on such expenses?</i>	Partially agreed – parameters on Reimbursable Expenses have been included in the special conditions in Annexure 1, for example: “(L) An approved NRJO budget allocation must be available and approved prior to the Supplier incurring any significant Reimbursable Expenses, such as consultants’ fee for example.”
<i>Page 14-15-Milestone Date</i>	<i>A milestone date is defined on page 12 as "as specified in Item 7 of the Summary Schedule". Item 7 is presently blank meaning that there are no Milestone Dates.</i>	Noted. No milestones apply – refer to Item 6 of the Summary Schedule.
<i>Page 15-5.1.3</i>	<i>Who is the direction from? Presumably it is the Direction referred to in 10.1.5</i>	Refer to clause 1.1 – ‘Direction’ means any notice in writing issued by the NRJO’s representative.
<i>Page 17-10.1</i>	<i>See earlier comment as to the Rous relationship between Phillip and Lauren and their NRJO relationship</i>	Agreed – refer to answer provided above.
<i>Page 22-18</i>	<i>In 18.1 the time period should be quarterly to be consistent with the period set out in E of Annexure 1. Given that there is presently no milestone a payment schedule could be included.</i>	Partially Agreed – cl.8.1 refers to the period for paying an invoice. Clause 18.2 has been amended to provide that Rous must issue a quarterly payment claim in accordance with the suggested payment schedule. Agreed - Payment schedule has been included in Annexure 1.
<i>Pages 29 and 30-Dispute resolution</i>	<i>J in Annexure 1 amends these clauses</i>	Agreed/Noted.

Annexure 3

Code of Meeting Practice

<https://www.northernriversjo.nsw.gov.au/Documents/Policies/code-of-meeting-conduct.pdf>

DRAFT

NRJO Initials

Supplier Initials



10. Information Reports

RECOMMENDATION

That the NRJO Board receive and note the following information reports.

10.1 Flood recovery update from the Chair – verbal

10.2 Delegate Report – Clarence Valley regional update

<https://www.clarence.nsw.gov.au/Council/Clarence-Magazine>

10.3 Associate member report - Scenic Rim Regional Council



NORTHERN RIVERS JOINT ORGANISATION

ASSOCIATE MEMBERS REPORT - SCENIC RIM REGIONAL COUNCIL

MEETING DATE: 19 MAY 2023

PATCHWORK OF PADDOCKS PROVIDES THE BACKDROP FOR SCENIC RIM'S CELEBRATION

Against the backdrop of the Scenic Rim's patchwork of paddocks, the region's most innovative farmers and flavour creators have stitched together an appetising array of events for Eat Local Month in June.

The region's greatest-ever celebration of paddock-to-plate experiences from 1 June to 2 July showcases the farmers, growers, producers, artisans and chefs behind the quality food and beverages for which the Scenic Rim has won worldwide renown.

The jam-packed Eat Local Month 2023 program features three flavour-filled weekends across the Scenic Rim so locals and visitors alike can make the most of the delicious menu of events in each area, with 9 to 11 June showcasing Boonah, Kalbar, Harrisville, Mount Alford and Roadvale.

Every taste and budget has been catered for, from indulgent long lunches, flavour-filled dinners and farm gate experiences to food walks, tastings, tours, talks, masterclasses and workshops for all ages, culminating in the Winter Harvest Festival at Aratula on Saturday 1 July.

The full Eat Local Month 2023 program is available to download from the eatlocalmonth.com.au/ website from Thursday 20 April.

Scenic Rim Eat Local Month is proudly presented by Scenic Rim Regional Council, with support from Major Partners Kalfresh Vegetables and Moffatt Fresh Produce, and Supporting Partners Urban Utilities, Community Bank Kalbar and District and Brisbane Economic Development Agency.

The event is also supported by the Queensland Government through Tourism and Events Queensland and features on the It's Live! in Queensland events calendar.

SCENIC RIM WELL PLACED TO BECOME LEADING NATURE-BASED TOURISM DESTINATION

The Scenic Rim is well placed to become Queensland's leading destination for nature-based tourism following Council's adoption at its Ordinary Meeting today of a strategy to ensure the region's natural beauty is protected for the enjoyment of residents and visitors. The Scenic Rim Nature-based Tourism Strategy 2023-2032 has been developed with support from the Australian Government's Building Better Regions Fund Community Investments Stream Round 3, with funding matched by Council, and aims to capitalise on the region's opportunities for adventure and nature-based tourism.

The strategy provided a strong foundation to build on the Scenic Rim's nature-based tourism offerings while ensuring the sustainability of the region's economy and lifestyle. This goes beyond attracting more visitors to the Scenic Rim – it is about the quality of their experience and improving opportunities for lengthier stays across the region year-round.

The Scenic Rim already provides immersive and enriching experiences for visitors in our spectacular

natural environment close to the growing urban centres of Brisbane, Ipswich and the Gold Coast. This strategy will build on that, unlocking greater value for our local economy. Council recognises the negative impacts that excessive tourism can have on communities and natural areas but sustainable tourism will benefit our Scenic Rim communities and provide the best possible experiences for visitors to our region.

Economic modelling has shown that delivery of the strategy could attract 285,000 visitors to participate in nature-based experiences, generating an additional 221,000 visitor nights, \$40 million in visitor expenditure and creating more than 160 new jobs in the region by 30 June 2031. While the Scenic Rim's tourism economy relies heavily on the domestic drive markets from Brisbane and the Gold Coast, bolstered by visiting friends and relatives from these major centres, the increased demand for nature-based experiences due to COVID-19 has boosted the number of domestic overnight visitors to Queensland.

2023 SCENIC RIM SMALL BUSINESS MONTH

Council is pleased to release its calendar of events for Queensland Small Business Month (QSBM) in May with events including expos, networking opportunities, grant writing workshops and engagement sessions with the Department of Employment, Small Business and Training and Council officers. The overall theme of this year's QSBM is 'love your local' with celebrations showcasing small businesses that drive our economy, create local jobs, and build strong communities.

The Small Business Month Breakfast will take place on the 16 May 2023 at The Centre in Beaudesert commencing at 7:00am with a focus on exporting, investment attraction, market information and opportunities for Scenic Rim businesses. The special guest speaker will be Michael Campbell who is a founding Director of Lucid Economics and has over 20 years' experience in economic development, tourism, property and industry research.

Michael will share his experiences with exporting and how local businesses can leverage support through partnerships across all levels of government, as well expert advisers, in order to succeed and reach new global markets. Guests will also be treated to stories from some of the Scenic Rim's key small business exporters who will form a panel that will share stories of their successes and challenges, insights and future opportunities in the industry.

SCENIC RIM WELCOMES ITS NEWEST COUNCILLOR

The Scenic Rim's newest Councillor has hit the ground running, having been sworn in and attending her first Ordinary Meeting on 18 April 2023, after being declared the successful candidate following the Division 1 by-election. Councillor Amanda Hay's Declaration of Office was taken by Council's Chief Executive Officer David Keenan, who said the role of local government was critically important and complex.

Cr Hay declared she would faithfully and impartially fulfil the duties of her office, in accordance with the local government principles and Code of Conduct for Councillors under the Local Government Act 2009, to the best of her judgment and ability.

This strategy capitalises on that increased demand and focuses on increasing the commercial yield from our visitors, rather than increasing visitor numbers. Council is grateful for the support of the Australian Government and to those who contributed to the development of the strategy.

REPORT CARD DOCUMENTS A YEAR OF SIGNIFICANT ACHIEVEMENTS

The Scenic Rim's remarkable resilience was highlighted by a year of significant achievements documented in the Regional Prosperity Annual Report Card 2021-2022. The report card details Council's achievements and outcomes across the five pillars supporting the *Scenic Rim Regional Prosperity Strategy 2020-2025*, despite the pandemic and disaster events which have impacted the region since late 2019. The strategy's framework had been designed to support the creation of valuable jobs for local residents based on research, analysis and engagement with stakeholders, recognising the part played by all levels of government in facilitating economic development.

While Council cannot control the economy, the investment decisions of business or the creation of jobs, it can play – and is playing - a key role as an enabler, supporting and contributing to the economic growth of the region. By taking a strategic approach and being proactive in identifying needs and opportunities, Council can make a valuable contribution by helping to mitigate risk and maximising returns for our community.

The strength of the first pillar of the *Scenic Rim Regional Prosperity Strategy 2020-2025*, Business and Industry Development, was reflected in 1710 business engagements which exceeded Council's targets.

Queensland Small Business Month in May 2022, which saw the launch of the Shop Scenic Rim gift card program, included 19 events with 230 participants. Council also provided financial support to the Tamborine Mountain Chamber of Commerce and Industry and the Boonah District Chamber of Commerce to deliver events locally.

Council's Regional Prosperity team works with the region's businesses to assist in building capacity, identifying opportunities for growth and providing a voice through its advocacy to relevant government agencies and representative groups. Some 99 per cent of enterprises in the region are classed as a 'small business' and have limited resources - especially given recent challenges relating to labour force shortages, rising operational costs and natural disasters. These businesses are the mainstays of local employment and Council's assistance by encouraging sustainable economic growth and the advancement of our business community ultimately benefits everyone within the Scenic Rim.

The report card clearly illustrates the early success of the Scenic Rim Regional Prosperity Strategy 2020- 2025 in supporting the vision shared by Council and the community for our region's sustainable and prosperous economy. Council is looking forward to building on this by continuing to engage with local businesses and the agribusiness and agritourism sector to explore and capitalise on opportunities, championing the Bromelton State Development Area partnership as a driver for the local economy and continuing to promote investment in tourism and our region as 'The Richest Place on Earth, in Australia'.

COUNCIL LOOKS TO PARTNERSHIPS TO REALISE ZERO-WASTE VISION

Scenic Rim Regional Council is looking to partnerships to help realise the potential of the Bromelton Waste Facility and the region's vision for a zero-waste future. Expressions of interest will soon be sought from the waste and resource recovery sector and innovative community and social enterprises to work with Council to enhance its service delivery and environmental outcomes through improved processes and new technologies for managing waste and waste facilities.

Council aims to partner with organisations able to provide practical and sustainable waste and resource recovery solutions and which share Council's vision in working towards a zero-waste future. Our strategy, supported by the Scenic Rim community, sets out very clear and environmentally responsible targets that align with the Queensland Government's policies supporting actions to reduce the amount of waste going to landfill.

This project, to maximise the potential of the Bromelton Waste Facility and increase services to support our community, aims to drive innovation in the sphere of resource recovery, repurposing and remanufacturing that will contribute to our goals to establish a circular economy through the sustainable reuse and regeneration of materials.

Minimising waste disposed of in landfill is key to helping preserve our Scenic Rim's natural values. There are some very innovative operators in the resource recovery and remanufacturing industry, as well as emerging organisations, including local community groups, which could add considerable value to our operations. This will reduce the impacts of the increasing costs of managing waste, supporting our 43,000 current residents and those who wish to live here in the future.

WASTE FACILITY'S FUTURE OUTLINED IN UPDATED MASTER PLAN

Enhanced efficiency, resource recovery and environmental outcomes are key features of the updated master plan for the Scenic Rim's Bromelton Waste Facility. The master plan enables flexibility in the long-term development of the facility as the move towards a circular economy gains momentum.

In a constantly evolving environment, this master plan will be considered a living document and reviewed regularly to ensure Council continue to maximise every opportunity in the transition to a circular economy through the sustainable reuse of resources. The updated master plan takes account of environmental values, including matters of state environmental significance such as mapped koala habitat.

A circular economy community hub and research precinct and potential advanced waste management technology also feature in the facility's footprints, enabling increased resource recovery and the development of commercial services. The master plan also allows for the staged development of both residual waste and resource recovery infrastructure and the extended use of existing infrastructure, such as stormwater drains and access roads.

With the support of the community, Council will continue to work to ensure Council maintains the region's spectacular Scenic Rim by meeting the objectives of our Waste Management and Resource Recovery Strategy.

ONLINE PLANNING PLATFORM TAKES CUSTOMER SERVICE TO THE NEXT LEVEL

Council gave the green light to the 24 February launch of the Scenic Rim Planning Scheme 2020 ePlan, which combines mapping and planning scheme documents in a single, user-friendly interactive platform that will raise service delivery to the community to a new level. The ePlan was a new initiative supported by \$70,000 in Council's 2022-2023 budget and Operational Plan and represented a significant business improvement that would deliver cost savings for Council and the community.

Through Council's website, the new platform will provide improved access to the Planning Scheme and a self-service system enabling customers to choose how and when they interact with Council. This means they will have planning information at their fingertips whenever it is needed and not only during Council's business hours. Growing interest in building and development in the Scenic Rim has been reflected in the marked increase in the number of planning enquiries received by Council – more than 1,000 telephone enquiries and several hundred emails since July 2022 – many of which could have been answered simply through access to an ePlan.

The new user-friendly ePlan will combine mapping and planning scheme documents in a single platform which includes a property enquiry function and the ability to extract information to support development applications. A key feature of the ePlan is its ability to create a Property Report which outlines zoning and overlay information relevant only to a property searched for on the platform.

Pre-formatted Code templates, which can also be downloaded, will also assist customers in preparing development applications in their own time.

This improved access to information will help to streamline the development application process and enhance service delivery in line with current community and industry expectations. The ePlan platform is both PC and mobile friendly will be subject to an annual audit to ensure it continues to meet web accessibility standards.

ROAD RESEALS SET TO BEGIN REGIONWIDE

Scenic Rim Regional Council is set to begin a major program of bitumen road reseals at 36 towns and villages across the region. Works will be carried out on some 49 kilometres of roads in a three-stage program that is expected to take three months to complete, weather and resources permitting.

Locations include Aratula, Barney View, Beaudesert, Beechmont, Biddaddaba, Boonah, Boyland, Bromelton, Canungra, Christmas Creek, Cryna, Darlington, Dugandan, Gleneagle, Hillview, Innisplain, Josephville, Kalbar, Kerry, Kooralbyn, Lamington, Milford, Moorang, Mount Barney, Oaky Creek, Peak Crossing, Radford, Rathdowney, Rosevale, Running Creek, Tamborine, Tamborine Mountain, Tamrookum, Tamrookum Creek, Tarome and Veresdale Scrub.

The reseals are programmed to begin in the central area of the Scenic Rim on Tuesday 28 March and continue until Thursday 6 April in line with Council's commitment to delivering an accessible and serviced region. This will be followed by works in the eastern area of the region from Friday 7 April to Tuesday 11 April and in the western area from Wednesday 12 April to Tuesday 18 April. Roads will remain open during these times but will be subject to changed traffic conditions to ensure the works can be carried out safely and efficiently.

NUMBER'S UP FOR WILD DOGS AS 1080 BAITING PROGRAM BEGINS

Scenic Rim Regional Council is set to put the bite on wild dogs with its biannual baiting program ready to roll out mid-April. The program, which uses sodium fluoroacetate baits more commonly known as 1080, assists owners of larger land holdings in managing pest animals which not only pose a threat to native wildlife but also pets and other domestic animals. These baits have proved very effective in previous years in assisting landowners in the region to control wild dogs, which are responsible for stock losses as well as the destruction of Scenic Rim's beautiful native wildlife.

Council's program is carefully controlled and uses a pesticide that has been deployed across Australia since the early 1960s and which has proven to be the most effective and humane way of dealing with wild dogs without impacting other species. Council generally requires properties to be greater than 100 acres in size before it will supply baits to landowners and those who are eligible must be able to comply with all legislative conditions of use of the baits.

New participants in the program, and those who have not attended a baiting station in the past two years, must contact Council to determine their eligibility and be informed of current legislative requirements. Landowners can also now access 1080 commercially to manage their own pest control measures on their properties for feral pigs as well as wild dogs.

To increase the effectiveness of wild dog control, it is best practice to coordinate with neighbouring properties to ensure the maximum number of wild dogs in an area is exposed to the baiting program. Wild dogs can travel up to 30 kilometres a day and cross into other local government areas, so it is vital for us to work collaboratively with other councils and the Queensland Government to ensure an effective and coordinated approach.

TAMBORINE MOUNTAIN DEVELOPMENT SHOOTS FOR THE STARS

A development incorporating a planetarium and tourist cabins at Tamborine Mountain is set to join the Scenic Rim's offering of stellar attractions following its approval by Council. Scenic Rim Regional Council approved the TM Universe Inc's application for a planetarium that is projected to bring thousands of visitors annually to Tamborine Mountain, as well as six individual single-storey cabins to accommodate guests at the Long Road site.

The development, with the planetarium as the first stage and the cabins as the second, was in keeping with the surrounding area and would be another visitor drawcard for the Mountain.

The planetarium will feature a main hall containing a cosmic sphere, an exhibition area, an audio-visual theatre to seat 50, an education centre, a café with indoor and outdoor seating and a small retail area for souvenirs and other merchandise. There was existing approval for a function facility and short-term accommodation at the site, which is adjacent to sports fields and other attractions including a distillery, wineries and a glow worm cave and is only a short distance from the Mountain's Main Street commercial centre and the Gallery Walk tourism hub. The planetarium will be an educational space for locals and visitors alike and add to the Mountain's wealth of tourism offerings.

With a maximum of 100 visitors on the site at any time, the planetarium is proposed to operate seven days a week, from 10am to 5pm, with a limited number of evening events each year which would extend the closing time to 10pm. The natural values of the area are to be enhanced by native plants in the landscaping of a previously cleared allotment. In addition to providing another boost for the local economy through an increase in visitor numbers, the planetarium is expected to create employment opportunities with the equivalent of some 10 full-time positions.

The Planning Scheme recognises that the Tamborine Mountain Community's unique natural environment, scenic beauty and semi-rural character makes this such a desirable destination for visitors. It supports tourism proposals that are consistent with the area's character and minimises impacts to neighbouring properties.

BEAUDESERT TOWN CENTRE REVITALISATION PROJECT MARKS MAJOR MILESTONE

The multi-stage revitalisation of the Beaudesert Town Centre has reached a major milestone with the completion of a new roundabout and the extension of Selwyn Street to Helen Street with new car parking on both streets.

Scenic Rim residents and visitors to the town centre will also see new pedestrian crossings and new off-street car parking that provides additional spaces for cars and caravans at Davidson Park.

These first two stages of works have improved safety for pedestrians and motorists with the inclusion of new crossings and connections, a new roundabout to help manage peak traffic flow and the addition of parking spaces to cater for residents as well as an increase in visitor numbers along the extension of Selwyn Street.

These works have seen the installation of stormwater infrastructure on Selwyn, Helen and Hereford streets. The current stages of works on the town centre project are almost complete, with teams carrying out the finishing touches as we plan the third stage of works to improve the drainage system.

10.4 Associate member report - Destination North Coast NSW



Destination North Coast – Northern Rivers Joint Organisation of Councils Update

Market Conditions

Anecdotal feedback indicates that booking levels remain relatively healthy based on historical demand for the period, indicating that we continue to edge back to traditional seasonality. The booking window remains frustratingly short for operators with a key accommodation provider advising that they are still experiencing lead times of 7-10 days when historically this metric was circa 45 days. The shortened lead booking times are consistent across most sectors of the visitor economy with accommodation, experiences and events all experiencing similar issues. Accessing staff has improved with the return of the backpacker and working holiday maker markets.

North Coast Tourism Symposium & North Coast Tourism Awards

The 2023 North Coast Tourism Symposium & North Coast Tourism Awards will be held in the Tweed on the 27th July. The theme of the Symposium will be 'Redefining Normal' with the event aiming to explore the demographic, economic, generational, and consumer changes now evident and how this demands immense adaptability from local businesses and visitor economy stakeholders.

The North Coast is the only NSW region that is currently running a tourism awards program and we have developed a simplified pilot event with Business NSW to increase business participation. Visitor economy businesses will have the opportunity to enter 17 different categories with the event and application process a key ingredient in ensuring a critical mass of North Coast operators feature in and win state and national awards, helping to build the brand of the region.

Both events will incorporate wellness and sustainable themes reflecting the work that the Tweed LGA and tourism body have undertaken in these spaces. Additionally, a Northern Rivers Rail Trail activity will be offered to delegates for the preceding day to showcase this new hero attraction.

Business Events

The prospectus for the 2023/24 DNC North Coast Business Events program will be distributed to all stakeholders in May. Throughout the life of the program, we have aimed to grow sustainably endeavoring to ensure that we deliver value to our stakeholders. During challenging periods, we have waived participation fees, and the cost to participate in the program has not increased since its inception in 2019 as we recognise the challenges our stakeholders have faced and the opportunities that lie ahead. Moving forward we will look to build on the results achieved thus far in FY22/23:

- 15 events secured, generating 4,467 delegate nights and an economic impact of \$2.2M
- 85 active leads being pursued with the potential to deliver over 26K visitor nights and an economic impact of over \$11M

Research Projects

The appointed consultancies who are undertaking the following research projects are nearing the completion of the desktop research component and will soon engage relevant stakeholders.

- Feasibility study into the viability of a North Coast Convention & Exhibition
- Feasibility study into the development of a Great North Coast Trail from Newcastle to the Queensland border linking existing trail networks

10.5 Associate member report – Office of Local Government

New Minister

Ron Hoenig. Entered State Parliament in 2012 and was councillor/Mayor of Botany council for 30 years.

Currently OLG is briefing the Minister and waiting for the Government and Minister's priorities.

DPE Secretary

Kiersten Fishburn has been appointed as Acting Secretary of the Department of Planning and Environment. Kiersten is commencing her role today (15 May 2023).

My Team

Su Fei Tan has joined the Principal Project Officer, with a key role in developing workforce planning capacity across local government and improving capability through the identification of training opportunities and knowledge sharing.

The Local Government Remuneration Tribunal

The Tribunal has determined an increase of 3% to mayoral and councillor fees for the 2023-24. It undertook a review of the categories this time as part of its 2023 determination. created two new remuneration categories, 'Metropolitan Major' and 'Rural Large'.

The Tribunal has also varied the criteria of several existing categories. And as a result the Tribunal has re-categorised twenty-six (26) councils.

Financial Code Working Group expression of interest

OLG has invited Expressions of interest from council staff wanting to be part of the OLG Code Working Group for 2023/24.

The group provides feedback to assist in the preparation of the Local Government Code of Accounting Practice and Financial Reporting.

if you staff is interested, please ask them to email code@olg.nsw.gov.au by Friday 19 May to express their interest.

IPART Rate peg methodology review

Report is expected by the end of August.

Fair Trading

Councils are encouraged to check the [NSW Fair Trading website](#) before engaging individuals or organisations to complete work.

NSW Fair Trading's [Public warnings](#) web page includes a list of warnings about unfair business practices and people who engage in them. Licence and registration details can also be verified via an [online register](#).

Public Spaces (Unattended Property) Act

In November last year the new Public Spaces (Unattended Property) Act was introduced. The Act puts the onus for unattended property on owners to better manage their items within reasonable timeframes or face stronger penalties.

During the first six months a grace period was in effect for some offences. There was an exemption from fines for leaving certain types of property unattended in public.

From 1 May fines may be issued for all offences under the PSUP Act.

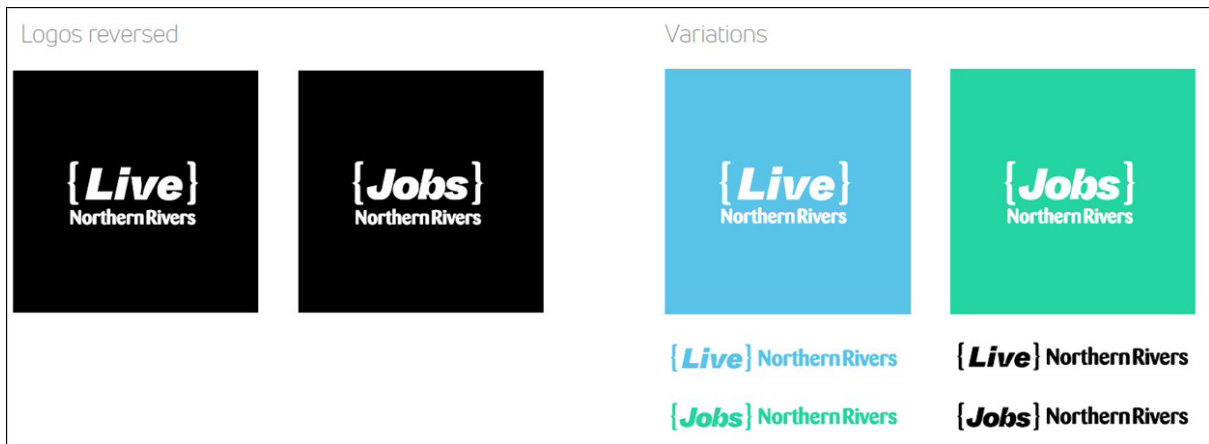
10.6 Associate member report - Regional Development Australia Northern Rivers NSW



RDA-NR NRJO Report – May 2023

Employment and Workforce Development

- RDA-NR are transitioning from the previous My Future Workforce employment platform to a more robust and functional Jobs Northern Rivers platform. Jobs Northern Rivers connects employers with jobseekers and training organisations. Jobs Northern Rivers is on schedule to go live in June 2023, the URL is <https://jobsnorthernrivers.com.au>
- In parallel to the Jobs Northern Rivers will be the Live Northern Rivers platform which will operate to showcase our region as a place to live. Live Northern Rivers will act to reinforce the northern rivers as a place to live and work for existing residents as well as attract new residents and support economic growth in our region. Live Northern Rivers will go live on the 30th of July 2023, the URL is <https://livenorthernrivers.com.au>
- Branding samples below:



- Migration under the Skilled Work Regional visa (subclass 491) have seen applications in the northern rivers tracked slower than those for many other regional NSW areas. The reason is thought that the disasters of recent years have made other NSW regions a preferred location to the northern rivers. The 491 is a provisional visa for skilled workers who want to live and work in regional Australia.

Employment Land Audit

- RDA-NR co-funding commitment has been paid to NRJO. Draft report near completion, HillPDA are currently completing the constraints mapping and ensuring the data aligns across both Northern Rivers and North Coast data sets, this has pushed the project back a month. HillPDA have advised we will have the draft report in June.



An Australian Government Initiative



Funding Programs

- The Federal Budget provided more details of the new strategic approach of putting regions and people who live in them, at the heart of decision making. The Regional Investment Framework will establish a new regional forum for Australian Government agencies to ensure all regional investment decisions meet standards of merit and integrity.
- This new approach to delivering regional investment aims to restore accountability, transparency and fairness to the Commonwealth's investment in regional programs through two newly released programs - the regional Precincts and Partnerships Program and the Growing Regions Program.
 - The regional Precincts and Partnerships Program will provide a strategic, nationally consistent mechanism for funding and coordinating larger-scale projects that transform a place, to benefit communities in regional cities and the wider rural and regional Australia.
 - The \$600 million Growing Regions Program will invest in infrastructure and community projects across regional Australia through two \$300 million funding rounds – driving economic growth, enhancing livability, bolstering social inclusion and supporting local amenity.

Business and Industry

- Canegrowers continue to face obstacles with getting drains cleared. NRRC have stated to Canegrowers there will be no guidelines for the \$5 million of funding for likely another 6 months. I have been advised the program team in DRNSW has reshaped the program and are waiting on approval from both State & Commonwealth Govt. This impacts on numerous agriculture industries including Cane, macadamias, cattle, etc.
- RDA-NR are working with NBN and DPI to present a Farms of the Future field day at Wollongbar's DPI site. Farms of the Future is a NSW Government initiative being delivered through DPI. The purpose of the program is to encourage primary producers to adopt and integrate technology into their farm business, allow them to boost their productivity, increase market competitiveness and improve resource management.
- RDA-NR are supporting the Primary Industries Education Foundation Australia's (PIEFA) to develop an agriculture blueprint. The blueprint is to be used by educators and teachers to encourage youths and students to consider careers in agriculture.



12. CORRESPONDENCE

RECOMMENDATION

That the NRJO Board receive and note the correspondence of significance.

121 Incoming:

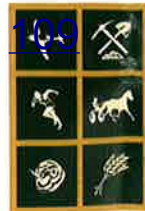
- Thank you letters/emails from:-
 - Cr Firman, Mayor of Temora Shire
 - Mr Richie Williamson, State Member for Clarence
 - Janelle Saffin, State Member for Lismore
 - Tamara Smith, State Member for Ballina
 - Geoff Provest, State Member for Tweed
 - Brett Whitworth, Deputy Secretary, Local Government NSW

122 Outgoing:

- Congratulations letters to:-
 - The Hon. Chris Minns, Premier of NSW
 - The Hon. Prue Car, Deputy Premier of NSW
 - The Hon. Ron Hoenig, Minister for NSW Local Government
 - The Hon. Penny Sharpe, Leader of the Government Legislative Council of NSW
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TEMORA
The Friendly Shire

Temora Shire Council
The Office of the Mayor

Our Reference: RBF:ATR

31 January 2023

The Chairman
Northern Rivers Joint Organisation
Mayor Sharon Cadwallader
PO Box 146
LISMORE NSW 2480

Dear Madam Mayor *Sharon,*

Greetings from Temora Shire!

Please accept my warm thanks for your lovely letter I received recently, on my election as Deputy Chairman of NSW Country Mayors Association.

This is an honour I shall cherish, and further, I commit to working extra hard for our NSW CMA Members.

Your kind and thoughtful note means a great deal to me. Thank you once again.

I look forward to seeing you in Sydney, very soon.

I wish you, your family, Mayors, Councillors, Staff and Citizens a healthy and enjoyable 2023.

I remain yours sincerely.

my warm wishes!

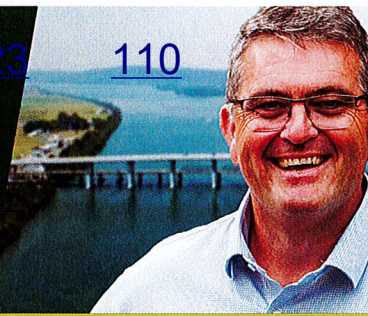
Rick

Cr Rick Firman, OAM
MAYOR

Richie WILLIAMSON

CLARENCE

THE NATIONALS *for Regional NSW*



17 April 2023

Chair, Clr Sharon Cadwallader
and Executive Officer, Mr Phillip Rudd
Northern Rivers Joint Organisation
PO Box 239
LISMORE NSW 2480

Dear Clr Cadwallader and Mr Rudd

Thank you for your letter of congratulations on my election as the State Member for Clarence.

I look forward to working with the Northern Rivers Joint Organisation and should be opportunity arise, I would welcome a meeting to discuss the issues that are before our region and my electorate.

With kind regards.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Richie Williamson', with a long horizontal flourish extending to the right.

Richie Williamson
State Member for Clarence

From: [Carmel Cook](#)
To: [Elisa Thompson](#)
Cc: [Robyn Waldron](#)
Subject: RE: Member for Lismore
Date: Friday, 21 April 2023 11:36:12 AM
Attachments: [image002.png](#)
[image001.png](#)

Good morning Robyn

Janelle has asked me to thank you for your letter of congratulations

Warm regards,

Carmel Cook JP

Senior Electorate Officer
Office of the State Member for Lismore
12/14 Carrington Street
PO BOX 52
Lismore NSW 2480
P. [02 6621 3624](tel:0266213624)
E. lismore@parliament.nsw.gov.au
W. www.janellesaffin.com.au



NOTICE – This email is solely for the named addressee and may be confidential. You should only read, disclose, transmit, copy, distribute, act in reliance on or commercialise the contents if you are authorised to do so. If you are not the intended recipient of this email, please notify the sender by email immediately and then destroy any copy of this message. Except where otherwise specifically stated, views expressed in this email are those of the individual sender. The New South Wales Parliament does not guarantee that this communication is free of errors, virus, interception or interference.

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From: Robyn Waldron <admin@northernriversjo.nsw.gov.au>
Sent: Thursday, April 13, 2023 3:05:07 PM
To: ElectorateOffice Lismore <ElectorateOffice.Lismore@parliament.nsw.gov.au>
Cc: Phil Rudd <execofficer@northernriversjo.nsw.gov.au>; Chair | Northern Rivers Joint Organisation <chair@northernriversjo.nsw.gov.au>
Subject: Member for Lismore

Dear Janelle,

Please find attached a letter of congratulations for being re-elected as the Member for Lismore in the recent New South Wales State election.

Robyn Waldron

Executive Assistant

Northern Rivers Joint Organisation

PO Box: 239, LISMORE NSW 2480 | [02 6623 3800](tel:0266233800) | admin@northernriversjo.nsw.gov.au



Northern Rivers Joint Organisation acknowledges the Traditional Custodians of the land upon which we work and live. We pay our respects to the Elders of the past, present and emerging and acknowledge their continuing connection to Country who will guide us on our shared journey to the future.

From: [ElectorateOffice Ballina](#)
To: [Robyn Waldron](#)
Subject: FW: Member for Ballina
Date: Thursday, 13 April 2023 3:27:40 PM
Attachments: [image001.png](#)
[Letter to Tamara Smith - Local Member Ballina.pdf](#)

Dear Robyn

Thank you for your email to the office of Tamara Smith MP, and the letter of congratulations attached.

I have passed your correspondence onto Ms Smith.

Kind regards

MaryJane Heenan
Electoral Officer
Mon - Thurs

Office of Tamara Smith MP, Member for Ballina

Office 1, 7 Moon Street, Ballina

Phone: 02 6686 7522

[Website](#) [Facebook](#)

Our office respectfully acknowledges the Traditional Owners and Custodians of the land on which we work - the Bundjalung Nation



From: Robyn Waldron <admin@northernriversjo.nsw.gov.au>
Sent: Thursday, 13 April 2023 3:02 PM
To: ElectorateOffice Ballina <ElectorateOffice.Ballina@parliament.nsw.gov.au>
Cc: Phil Rudd <execofficer@northernriversjo.nsw.gov.au>; Chair | Northern Rivers Joint Organisation <chair@northernriversjo.nsw.gov.au>
Subject: Member for Ballina

Dear Tamara,

Please find attached a letter of congratulations in being re-elected as the Member for Ballina in the recent New South Wales State election.

Robyn Waldron

Executive Assistant

Northern Rivers Joint Organisation

PO Box: 239, LISMORE NSW 2480 | [02 6623 3800](tel:0266233800) | admin@northernriversjo.nsw.gov.au



Northern Rivers Joint Organisation acknowledges the Traditional Custodians of the land upon which we work and live. We pay our respects to the Elders of the past, present and emerging and acknowledge their continuing connection to Country who will guide us on our shared journey to the future.

From: [ElectorateOffice Tweed](#)
To: [Robyn Waldron](#)
Subject: RE: Member for Tweed
Date: Thursday, 13 April 2023 3:10:30 PM
Attachments: [image003.png](#)

Dear Robyn

Thank you for your correspondence and kind words for Geoff. I will make sure he reads, he will appreciate.

Kind regards
Jill Dubois



NOTICE – This e-mail is solely for the named addressee and may be confidential. You should only read, disclose, transmit, copy, distribute, act in reliance on or commercialise the contents if you are authorised to do so. If you are not the intended recipient of this e-mail, please notify the sender by e-mail immediately and then destroy any copy of this message. Except where otherwise specifically stated, views expressed in this e-mail are those of the individual sender. The New South Wales Parliament does not guarantee that this communication is free of errors, virus, interception or interference.

From: Robyn Waldron <admin@northernriversjo.nsw.gov.au>
Sent: Thursday, 13 April 2023 3:03 PM
To: ElectorateOffice Tweed <ElectorateOffice.Tweed@parliament.nsw.gov.au>
Cc: Phil Rudd <execofficer@northernriversjo.nsw.gov.au>; Chair Northern Rivers Joint Organisation
Subject: Member for Tweed

Dear Geoff

Please find attached a letter of congratulations for being re-elected as the Member for Tweed in the recent New South Wales State election.

Robyn Waldron
Executive Assistant

Northern Rivers Joint Organisation

PO Box: 239, LISMORE NSW 2480 | [02 6623 3800](tel:0266233800) | admin@northernriversjo.nsw.gov.au



Northern Rivers Joint Organisation acknowledges the Traditional Custodians of the land upon which we work and live. We pay our respects to the Elders of the past, present and emerging and acknowledge their continuing connection to Country who will guide us on our shared journey to the future.



5 O'Keefe Avenue NOWRA NSW 2541
Locked Bag 3015 NOWRA NSW 2541

Our Reference:
Contact:
Phone:

A859073
Client Services
02 4428 4100

Mr Phillip Rudd
Executive Officer
Northern Rivers Joint Organisation
admin@northernriversjo.nsw.gov.au

4 May 2023

Dear Mr Rudd

As you would know, on 5 April 2023, the Hon. Ron Hoenig MP was appointed as Minister for Local Government. Contact details for Minister Hoenig's Office have been published on the Parliament of NSW website and are:

Ministerial Office: Suite 1603,
52 Martin Place,
Sydney NSW 2000

Parliament House: Suite 811, Parliament House,
Macquarie Street,
Sydney NSW 2000

Postal: GPO Box 5341,
Sydney NSW 2001

Email address: office@hoenig.minister.nsw.gov.au

Telephone: 02 7225 6150

These details can also be accessed on the Parliament of NSW website at www.parliament.nsw.gov.au/members/Pages/Member-details.aspx?pk=97.

I look forward to continuing to work with you and the broader local government sector to create thriving communities for the people of NSW.

Yours sincerely

Brett Whitworth
Deputy Secretary, Local Government



122 Outgoing:

- Congratulations letters to:-
 - The Hon. Chris Minns, Premier of NSW
 - The Hon. Prue Car, Deputy Premier of NSW
 - The Hon. Ron Hoenig, Minister for NSW Local Government
 - The Hon. Penny Sharpe, Leader of the Government Legislative Council of NSW
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- The Hon. Penny Sharpe – re: waffle pods
- The Hon. Anoulack Chanthivong – re: waffle pods

5 April 2023

The Hon. Chris Minns, MP
Premier of NSW
Parliament House
6 Macquarie Street
Sydney NSW 2000

email: kogarah@parliament.nsw.gov.au

Dear Premier,

Congratulations on your appointment as NSW Premier

On behalf of the Northern Rivers Joint Organisation (NRJO), it is a pleasure to offer you our warmest congratulations following your recent election to the NSW Parliament and appointment as the State's 47th Premier.

The NRJO and its seven member councils look forward to working together as you embark on leading NSW and its many communities.

We hope to collaborate effectively on matters of regional significance for the Northern Rivers – especially those that our member councils simply cannot address without much-needed NSW Government support.

Undoubtedly, there are currently no more important issues to our region than:

- helping shattered communities right across the Northern Rivers recover after the harrowing February/March 2022 flood disaster
- finding solutions to the housing crisis gripping the Northern Rivers, which has only been exacerbated by last year's flood.

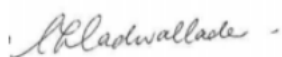
While the NRJO appreciates that a multi-level of government response is required to deal with these issues, we will be seeking your assistance to ensure the Northern Rivers Reconstruction Corporation fulfils its role in properly supporting residents during the long recovery ahead from last year's flood.

As the peak representative organisation for the Northern Rivers region's major local government areas, the NRJO is the recognised voice for its member councils in facilitating and leading advocacy to and cooperation with other levels of government.

Despite several years shaped by the challenges and uncertainty of natural disasters and the COVID-19 pandemic, we remain optimistic about the opportunities for the Northern Rivers to build back better and more resilient than ever.

We're certain you must feel privileged to serve as NSW Premier and we wish you all the best over the next four years.

Yours faithfully



Councillor Sharon Cadwallader
Chair



Phillip Rudd
Executive Officer

5 April 2023

The Hon. Prue Car, MP
Deputy Premier of NSW
Parliament House
6 Macquarie Street
Sydney NSW 2000

email: londonderry@parliament.nsw.gov.au

Dear Deputy Premier,

Congratulations on your appointment as NSW Deputy Premier

On behalf of the Northern Rivers Joint Organisation (NRJO), it is a pleasure to offer you our warmest congratulations following your recent election to the NSW Parliament and appointment as the State's 47th Deputy Premier.

The NRJO and its 7 member councils look forward to working together as you embark on helping lead NSW and its many communities.

We hope to collaborate effectively on matters of regional significance for the Northern Rivers – especially those that our member councils simply cannot address without much-needed NSW Government support.

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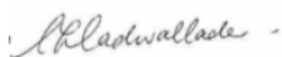
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Despite several years shaped by the challenges and uncertainty of natural disasters and the COVID-19 pandemic, we remain optimistic about the opportunities for the Northern Rivers to build back better and more resilient than ever.

We're certain you must feel privileged to serve as NSW Deputy Premier and we wish you all the best over the next four years.

Yours faithfully



Councillor Sharon Cadwallader
Chair



Phillip Rudd
Executive Officer

12 April 2023

The Hon. Ron Hoenig
Minister for Local Government NSW
Locked Bag 3015
Nowra NSW 2541

email: ron.hoenig@parliament.nsw.gov.au

Dear Minister,

Congratulations on your appointment as NSW Local Government Minister

On behalf of the Northern Rivers Joint Organisation (NRJO), it is a pleasure to offer you our warmest congratulations following your recent election to the NSW Parliament and appointment as the State's Minister for Local Government.

The NRJO and its seven member councils look forward to working together as you embark on leading the local government sector as part of the NSW Government Cabinet.

We hope to collaborate effectively on matters of regional significance for the Northern Rivers – especially those that our member councils simply cannot address without much-needed NSW Government support.

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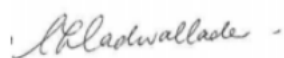
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Despite several years shaped by the challenges and uncertainty of natural disasters and the COVID-19 pandemic, we remain optimistic about the opportunities for the Northern Rivers to build back better and more resilient than ever.

We're certain you must feel privileged to serve as NSW Local Government Minister and we wish you all the best over the next four years.

Yours faithfully



Councillor Sharon Cadwallader
Chair



Phillip Rudd
Executive Officer

5 April 2023

The Hon. Penny Sharpe
Leader of the Government in the Legislative Council NSW
Parliament House
Macquarie Street
Sydney NSW 2000

email: penny.sharpe@parliament.nsw.gov.au

Dear Ms Sharpe,

Congratulations on your appointment as Leader of the Government in the Legislative Council NSW

On behalf of the Northern Rivers Joint Organisation (NRJO), it is a pleasure to offer you our warmest congratulations following your recent election to the Leader of the Government and Legislative Council of NSW.

The NRJO and its seven member councils look forward to working collaboratively and effectively on matters of regional significance for the Northern Rivers – especially those that our member councils simply cannot address without much-needed NSW Government support.

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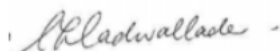
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Despite several years shaped by the challenges and uncertainty of natural disasters and the COVID-19 pandemic, we remain optimistic about the opportunities for the Northern Rivers to build back better and more resilient than ever.

We're certain you must feel privileged to serve as Leader of the Government in the Legislative Council and we wish you all the best over the coming years.

Yours faithfully



Councillor Sharon Cadwallader
Chair



Phillip Rudd
Executive Officer

12 April 2023

The Hon. Geoff Provest, MP
Member for Tweed
PO Box 6695
Tweed Heads South NSW 2486

email: tweed@parliament.nsw.gov.au

Dear Geoff,

Congratulations on your re-election to the Parliament of NSW

On behalf of the Northern Rivers Joint Organisation (NRJO), it is a pleasure to offer you our warmest congratulations following your recent re-election to the Parliament of New South Wales.

The NRJO and its member councils look forward to working with you again as one of our region's valued community representatives in the new 58th State Parliament.

We hope to continue collaborating effectively in advocating for the Northern Rivers on matters of regional significance – especially those that our member councils simply cannot address without much-needed NSW Government support.

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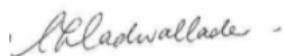
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The NRJO and its member councils stand ready to assist you in any way possible to make sure the region's voice is heard in the State Parliament.

We're certain you must feel privileged to be elected once again to represent your community in the NSW Parliament and we wish you all the best over the next four years.

Yours faithfully



Councillor Sharon Cadwallader
Chair



Phillip Rudd
Executive Officer

12 April 2023

The Hon. Richie Williamson, MP
Member for Clarence
11 Prince Street
Grafton NSW 2460

email: clarence@parliament.nsw.gov.au

Dear Mr Williamson,

Congratulations on your election to the Parliament of NSW

On behalf of the Northern Rivers Joint Organisation (NRJO), it is a pleasure to offer you our warmest congratulations following your recent election to the Parliament of New South Wales.

The NRJO and its member councils look forward to working with you as one of our region's valued community representatives in the new 58th State Parliament.

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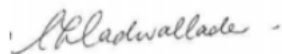
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Yours faithfully



Councillor Sharon Cadwallader
Chair



Phillip Rudd
Executive Officer

12 April 2023

The Hon. Janelle Saffin, MP
Member for Lismore
PO Box 52
Lismore NSW 2480

email: lismore@parliament.nsw.gov.au

Dear Janelle,

Congratulations on your re-election to the Parliament of NSW

On behalf of the Northern Rivers Joint Organisation (NRJO), it is a pleasure to offer you our warmest congratulations following your recent re-election to the Parliament of New South Wales.

The NRJO and its member councils look forward to working with you again as one of our region's valued community representatives in the new 58th State Parliament.

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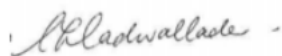
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Yours faithfully



Councillor Sharon Cadwallader
Chair



Phillip Rudd
Executive Officer

12 April 2023

The Hon. Tamara Smith, MP
Member for Ballina
1/17 Moon Street
Ballina NSW 2478

email: ballina@parliament.nsw.gov.au

Dear Tamara,

Congratulations on your re-election to the Parliament of NSW

On behalf of the Northern Rivers Joint Organisation (NRJO), it is a pleasure to offer you our warmest congratulations following your recent re-election to the Parliament of New South Wales.

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While the NRJO appreciates that a multi-level of government response is required to deal with these issues, we will be seeking your assistance to ensure the Northern Rivers Reconstruction Corporation fulfils its role in properly supporting residents during the long recovery ahead from last year's flood.

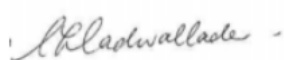
As the peak representative organisation for the Northern Rivers region's major local government areas, the NRJO is the recognised voice for its 7 member councils in facilitating and leading advocacy to and cooperation with other levels of government.

Despite several years shaped by the challenges and uncertainty of natural disasters and the COVID-19 pandemic, we remain optimistic about the opportunities for the Northern Rivers to build back better and more resilient than ever.

The NRJO and its member councils stand ready to assist you in any way possible to make sure the region's voice is heard in the State Parliament.

We're certain you must feel privileged to be elected once again to represent your community in the NSW Parliament and we wish you all the best over the next four years.

Yours faithfully



Councillor Sharon Cadwallader
Chair



Phillip Rudd
Executive Officer

From: [Phil Rudd](#)
To: [Robyn Waldron](#)
Subject: FW: Invitation for Minister Jackson to attend Northern Rivers Joint Organisation Meeting
Date: Monday, 1 May 2023 10:41:50 AM
Attachments: [image002.png](#)
[image003.png](#)

FYI, as discussed.

Phillip Rudd

Executive Officer

Northern Rivers Joint Organisation

PO Box: 239, LISMORE NSW 2480 | [02 6623 3800](tel:0266233800) | [0427 073 440](tel:0427073440) |

Execofficer@northernriversjo.nsw.gov.au |



Northern Rivers Joint Organisation acknowledges the Traditional Custodians of the land upon which we work and live. We pay our respects to the Elders of the past, present and emerging and acknowledge their continuing connection to Country who will guide us on our shared journey to the future

From: Chloe Linstrom <chloe.linstrom@minister.nsw.gov.au>
Sent: Friday, April 28, 2023 6:01 PM
To: Phil Rudd <execofficer@northernriversjo.nsw.gov.au>
Cc: Sharon Cadwallader <sharon.cadwallader@ballina.nsw.gov.au>
Subject: RE: Invitation for Minister Jackson to attend Northern Rivers Joint Organisation Meeting

Hi Phil,

Thanks for your email.

I have raised this with the Minister's Chief of Staff and will get back to you as soon as I can as to whether the Minister can attend in person or online.

Have a great weekend!

Thanks again.

Kind regards,

Chloe Linstrom

Office of the Hon. Rose Jackson MLC

Minister for Water

Minister for Housing

Minister for Homelessness

Minister for Mental Health

Minister for Youth

Minister for the North Coast



p (02) 7225 6190
e office@jackson.minister.nsw.gov.au
fb [@RoseJacksonMLC](https://www.facebook.com/RoseJacksonMLC)

From: Phil Rudd <execofficer@northernriversjo.nsw.gov.au>
Sent: Friday, 28 April 2023 5:19 PM
To: Chloe Linstrom <chloe.linstrom@minister.nsw.gov.au>
Cc: Sharon Cadwallader <sharon.cadwallader@ballina.nsw.gov.au>
Subject: Invitation for Minister Jackson to attend Northern Rivers Joint Organisation Meeting

Hi Chloe,

I was speaking earlier with Minister Jackson and advised that the Northern Rivers Joint Organisation (NRJO) Chair, Mayor Sharon Cadwallader would like to invite the Minister to attend out upcoming NRJO meeting with all the regions Mayors and General Managers.

The meeting is scheduled for Friday 19th May at the Byron Shire Council chambers – 70 Station street Mullumbimby NSW. We have a morning tea from 9:30am for a 10am Start. In the event the Minister can't attend in person we can arrange a teams / zoom option.

This would be a great opportunity to meet all the Mayors and GM's at the one time.

Kind regards

Phillip Rudd
Executive Officer

Northern Rivers Joint Organisation
PO Box: 239, LISMORE NSW 2480 | [02 6623 3800](tel:0266233800) | [0427 073 440](tel:0427073440) |
Execofficer@northernriversjo.nsw.gov.au |



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9 May 2023

The Hon. Ron Hoenig MP
Minister for Local Government
GPO Box 5341
Sydney NSW 2001

email: office@hoenig.minister.nsw.gov.au

Dear Minister,

Local government election costs fast becoming unsustainable for regional councils

On behalf of the Northern Rivers Joint Organisation (NRJO) and its 7 member councils, I write to seek your help in relieving the escalating cost of running local government elections.

From the outset, I would like to assure you the NRJO and its member councils are steadfastly committed to supporting the crucial role local government elections play in our democracy and would never advocate for any change that could impact the integrity of this process.

Nevertheless, the cost burden worn by the NRJO's members in running these elections is becoming unsustainable – with some reporting increases of more than 130 percent over the past decade.

While any opportunities or options the NSW Government sees fit to alleviate such costs would be warmly welcomed, we'd like to offer several potential, practical solutions for you to consider please:

- **Reduce the number of polling booths required (both pre-poll and on election day).**

Facility hiring and staffing costs for these booths make up most of the financial impost for councils in running local government elections. A number of booths could be consolidated so there are less and without adversely affecting the community's access to voting.

- **Give local councils the flexibility to reduce the pre-polling period's duration.**

Again, this would help reduce facility hiring and staffing costs with minimal impact to voting access for the community.

- **Provide some form of cost relief to the Northern Rivers region's councils for the upcoming 2024 local government elections.**

The local government areas of the NRJO's 7 members were the worst hit by the February/March 2022 flood disaster. Each of our member council's financial resources remain stretched to the limit (and will for many years to come) focusing on recovery and rebuilding efforts for their devastated communities.

The NRJO would sincerely appreciate your assistance in ensuring regional councils receive the cost relief they need in order to continue delivering local government elections.

Should you wish to discuss the above further, please do not hesitate to contact me directly.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'Sharon Cadwallader', followed by a period.

Councillor Sharon Cadwallader
Chair
Northern Rivers Joint Organisation

9 May 2023

The Hon. Rose Jackson, MLC
Minister for Water
Minister for Housing
Minister for Homelessness
Minister for Mental Health
Minister for Youth
Minister for the North Coast
GPO Box 5341
Sydney NSW 2001

Email: office@jackson.minister.nsw.gov.au

Dear Minister,

Transitioning the home building industry away from polystyrene waffle pods

I write on behalf of the Northern Rivers Joint Organisation's (NRJO) Board and 7 member councils to urge the NSW Government to take action on the use of polystyrene waffle pods in the construction industry.

As you're likely aware, waffle pods are polystyrene blocks used by the building industry in concrete slabs for new homes.

The NRJO is calling on the NSW Government to take the necessary action required to encourage and support the construction industry to transition away from waffle pods and towards the use of more sustainable solutions including recycled and compostable products.

A concerned Northern Rivers resident recently alerted one of the NRJO's member councils to the significant pollution risks posed by the pods when stored on building sites.

During strong winds pieces of polystyrene were blown from sites at a new subdivision, polluting nearby residents' properties, local streets and other parts of the area.

It is the NRJO's understanding this has been an ongoing issue for local government areas around the state for several years.

More often than not, local councils and the community are left to clean up the pollution.

With the industry's voluntary code of practice for managing the pods clearly failing, there exists an ideal opportunity for the new NSW Government to instigate meaningful change to this industry practice – especially given the significant number of new homes expected to be built both in the Northern Rivers region and across the state.

Your assistance in remedying this issue would be greatly appreciated.

Should you wish to discuss the above further, please do not hesitate to contact me directly.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'Sharon Cadwallader', followed by a period.

Councillor Sharon Cadwallader
Chair
Northern Rivers Joint Organisation

9 May 2023

The Hon. Paul Scully, MP
Minister for Planning and Public Spaces
GPO Box 5341
Sydney NSW 2001

Email: office@scully.minister.nsw.gov.au

Dear Minister,

Transitioning the home building industry away from polystyrene waffle pods

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Yours sincerely

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Councillor Sharon Cadwallader
Chair
Northern Rivers Joint Organisation

9 May 2023

The Hon. Penelope Sharpe, MLC
Minister for Climate Change
Minister for Energy
Minister for the Environment and
Minister for Heritage
52 Martin Place
Sydney NSW 2000

Email: office@sharpe.minister.nsw.gov.au

Dear Minister,

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Yours sincerely

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Councillor Sharon Cadwallader
Chair
Northern Rivers Joint Organisation

9 May 2023

The Hon. Anoulack Chanthivong, MP
Minister for Better Regulation and Fair Trading
Minister for Industry and Trade
Minister for Innovation, Science and Technology
Minister for Building
Minister for Corrections
GPO Box 5341
Sydney NSW 2001

email: office@chanthivong.minister.nsw.gov.au

Dear Minister,

Transitioning the home building industry away from polystyrene waffle pods

I write on behalf of the Northern Rivers Joint Organisation's (NRJO) Board and 7 member councils to urge the NSW Government to take action on the use of polystyrene waffle pods in the construction industry.

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Councillor Sharon Cadwallader
Chair
Northern Rivers Joint Organisation