



**SNOWY MONARO**  
REGIONAL COUNCIL

# **BUSINESS PAPER**

**Administrator Delegations Meeting  
6 September 2017**

## ***CONFLICTS OF INTEREST***

A conflict of interest arises when the Administrator or Council staff are influenced, or are seen to be influenced, in carrying out their duties by personal interests. Conflicts of interest can be pecuniary or non-pecuniary in nature.

A pecuniary interest is an interest that a person has in a matter because of a reasonable likelihood or expectation of a financial gain or loss.

A non-pecuniary interest can arise as a result of a private or personal interest, which does not relate to money. Examples include friendship, membership of an association or involvement or interest in an activity.

The Administrator or staff member who considers they may have a conflict of interest should read Council Policy.

The responsibility of determining whether or not the Administrator or Council employee has a pecuniary or non-pecuniary interest in a matter, is the responsibility of that individual. It is not the role of the Administrator or General Manager, or another Council employee to determine whether or not a person may have a conflict of interest.

Should you be unsure as to whether or not you have a conflict of interest you should err on the side of caution and either declare a conflict of interest or, you should seek the advice of the Director General of Local Government.

The contact number for the Director General of Local Government is 4428 4100.

## ***COUNCIL CODE OF CONDUCT***

The Council Code of Conduct is a requirement of Section 440 of the Local Government Act 1993, which requires all councils to have a code of conduct to be observed by the Administrator, members of staff and delegates of the Council attending a Council meeting or a meeting of a committee of Council.

The code of conduct sets out the responsibilities of the Administrator and Council employees attending a Council meeting or a meeting of a committee of Council. The code also sets out how complaints against a Council employee, the Administrator or General Manager are to be made.

## ***COUNCIL CODE OF MEETING PRACTICE***

The Council Code of Meeting Practice is a requirement of Section 360(3) of the Local Government Act 1993, which requires all councils to have a code of meeting practice. The code of meeting practice is to be observed by the Administrator, members of staff, delegates of the Council and members of the public attending a Council or a meeting of a committee of Council.

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### **Acknowledgement of Owners of Land**

Council wishes to show our respect to the First Custodians of this land the Ngarigo, Ngunnawal and Walgalu people and their Ancestors past and present who pass on this duty of custodianship of the land to us the current custodians.

We are proud to be Australian and celebrate the diverse backgrounds and cultures that make up our Nation – our Land.

**ADMINISTRATOR DELEGATIONS MEETING  
TO BE HELD IN HEAD OFFICE, 81 COMMISSIONER STREET, COOMA NSW 2630**

**ON WEDNESDAY 6 SEPTEMBER 2017  
COMMENCING AT 10.30AM**

**BUSINESS PAPER**

**1. APOLOGIES/REQUESTS OF LEAVE OF ABSENCE**

**2. CITIZENSHIP CEREMONY**

**3. PRESENTATIONS**

**4. PUBLIC FORUM**

**5. DISCLOSURE OF INTEREST**

(Declarations also to be made prior to discussions on each item)

**6. MATTERS DEALT WITH BY EXCEPTION**

**7. ADOPTION OF MINUTES FROM PREVIOUS COUNCIL MEETING**

7.1 Administrator Delegations Meeting held on 28 August 2017

**8. DELEGATE'S REPORT (IF ANY)**

**9. ADOPTION OF COMMITTEE MINUTES/RECOMMENDATIONS**

Nil

**10. CORPORATE BUSINESS - KEY DIRECTION 1. SUSTAINING OUR ENVIRONMENT FOR LIFE**

Nil

**11. CORPORATE BUSINESS - KEY DIRECTION 2. EXPANDING CONNECTIONS WITHIN THE REGION AND BEYOND**

11.1 MoU to explore potential opportunities for Joint Use Project Agreements with the Department of Education

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**12. CORPORATE BUSINESS - KEY DIRECTION 3. STRENGTHENING OUR LOCAL ECONOMY**

Nil

**13. CORPORATE BUSINESS - KEY DIRECTION 4. CREATING SAFER, HEALTHIER AND THRIVING COMMUNITY**

13.1 Donation Request - Bombala Platypus Mens Shed

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**14. CORPORATE BUSINESS - KEY DIRECTION 5. ENHANCING OUR HEALTHY, ACTIVE LIFESTYLE**

Nil

**15. CORPORATE BUSINESS - KEY DIRECTION 6. MANAGING DEVELOPMENT AND SERVICE DELIVERY TO RETAIN THE THINGS WE VALUE**

Nil

**16. CORPORATE BUSINESS - KEY DIRECTION 7. PROVIDING EFFECTIVE CIVIC LEADERSHIP AND CITIZEN PARTICIPATION**

16.1 2017 Financial Statements referred to Audit

29

**17. REPORTS BY GENERAL MANAGER**

Nil

**18. NOTICE OF MOTION**

**19. MOTIONS OF URGENCY**

Nil

**20. QUESTIONS WITH NOTICE**

**21. QUESTIONS TAKEN ON NOTICE**

**22. CONFIDENTIAL MATTERS**

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## 11.1 MOU TO EXPLORE POTENTIAL OPPORTUNITIES FOR JOINT USE PROJECT AGREEMENTS WITH THE DEPARTMENT OF EDUCATION

Record No:

Responsible Officer:	Director Environment & Sustainability
Author:	Group Manager Economic Development and Tourism
Key Direction:	5. Enhancing Our Healthy, Active Lifestyle
Delivery Plan Strategy:	DP5.2 Upgrade and maintain current investments in community, sporting, recreation and fitness facilities and infrastructure.
Operational Plan Action:	OP5.2 Maintenance of sport and recreational facilities in accordance with Recreation Management Plans.
Attachments:	1. MoU with Department of Education <a href="#">↓</a>
Cost Centre	N/A
Project	
Further Operational Plan Actions:	

### EXECUTIVE SUMMARY

This report presents a proposed Memorandum of Understanding between the Council and Department of Education to explore the potential for Joint Use Project Agreements between the two organisations. Such agreements if made would need to benefit both the local school(s) and the wider community to be truly effective.

As there is the prospect that the wider community could receive some significant benefits from potential joint use project agreements, it is considered worthy of Council participation and exploration. There may be a cost to Council which forms part of any future agreement, but that will be a matter for the Council to consider in the future at the relevant time.

It is recommended the Council enter into the Memorandum of Understanding with the Department.

The following officer's recommendation is submitted for Council's consideration.

#### OFFICER'S RECOMMENDATION

That Council

- A. Authorise the General Manager to sign the attached MoU with the Department of Education to create the formal framework required for the investigation of potential Joint Use Project Agreements between the Department and the Council.
- B.

### BACKGROUND

Following the announcement by the State Government in recent weeks of \$30 million in additional funding for Monaro High and Jindabyne Central School, the Council has been contacted by the

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11.1 MOU TO EXPLORE POTENTIAL OPPORTUNITIES FOR JOINT USE PROJECT AGREEMENTS WITH THE DEPARTMENT OF EDUCATION

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Department of Education to explore opportunities for potential Joint Use Project Agreements (JUPAs) with the Council. The attraction and potential benefit of a JUPA for both the Council and the Department is that they present potential win-win situations for both organisations. In practical terms this means that they would provide a tangible benefit (eg in the form of a new or upgraded facility) that directly benefits both a school(s) and the wider community.

Discussions with relevant staff in Council and meetings with representatives from the Department of Education (including the Principals of Monaro High and Jindabyne Central School) have developed a short list of projects that could potentially be the subject of a JUPA once they have been properly investigated, negotiated and costed. These potential projects include a community library and IT centre in Jindabyne, a multi-purpose hall configured as a performance space in Cooma, possible upgrade to Snowy Oval in Cooma including an athletics track and possible upgrades or changes to Cooma and Jindabyne swimming pools.

The purpose of the MoU is to formalise the relationship between the Department and Council to enable the proper investigation of these projects and their potential viability for each organisation. The MoU is non-binding on each party and establishes that each party would pay their own costs in investigating the potential options.

Although the focus at present is around JUPAs which will directly benefit Monaro High and Jindabyne Central School, the MoU applies to the whole of the Council region and will provide a base upon which discussions for other areas can be held in the future. It will also provide a useful platform to engage with the Department about broader strategic issues within the Council region.

The MoU nominates the Delegate for the Council to be Group Manager – Economic Development and Tourism, with the Group Manager – Facilities and the Recreation Planner as members. Council is also proposing the duration of the MoU be 5 years.

## **QUADRUPLE BOTTOM LINE REPORTING**

### **1. Social**

JUPAs have the potential to deliver some important social infrastructure for the community in Cooma and Jindabyne.

### **2. Environmental**

Environmental benefits are not the priority of the proposed MoU, but there are potential benefits in the built environment if high quality buildings can result from the project. There is also the potential that the environment of some playing fields may benefit.

### **3. Economic**

The main economic benefit for the community and Council is that by partnering with the Department of Education it may be possible for projects to be delivered which would be beyond the scope or capacity of the Council alone. There may also be the possibility of reducing the

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11.1 MOU TO EXPLORE POTENTIAL OPPORTUNITIES FOR JOINT USE PROJECT AGREEMENTS WITH THE DEPARTMENT OF  
EDUCATION

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operating costs of Council assets in the future. Whether these potential benefits actually exist and are feasible will be investigated in the framework provided by the MoU.

#### **4. Civic Leadership**

The potential benefits of a JUPA provide a good opportunity for the Council to demonstrate leadership and investigate whether it can achieve better value for the community. If delivered, the potential projects will provide higher quality assets for the region which will make it more liveable and a more attractive place to be.

#### **Determination by Administrator**

Approved by Administrator Dean Lynch in accordance with *Section 226 dot point one (1) or two (2) of the Local Government Act 1993*.

Signature: .....

Date: .....

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## Asset Management Directorate

### Joint Use Project Agreement - Memorandum of Understanding – Snowy Monaro Regional Council

#### 1. Rationale

Based on its School Asset Strategic Plan, the NSW Department of Education (the department) has developed a policy for the Joint Use of Facilities and Land. This Memorandum of Understanding (MoU), is non-binding and aims to form the basis for a co-operative relationship between the two parties in regard to investigating potential joint use projects and the potential for the development of binding Joint Use Project Agreements (JUPAs) where both parties agree to do so.

The parties agree that this MoU is neither intended to be, nor is a legally binding agreement.

#### 2. Outcomes of Joint Use Project Agreements

The outcome of a JUPA is to optimise social capital in ways that have mutually beneficial results for both schools and communities.

#### 3. The Goals of Joint Use Project Agreements

- social capital within communities (either owned by schools or other parties) is optimised to the mutual benefit of the parties involved without compromising school operational and safety requirements.
- development of new schools or the upgrade/redevelopment of existing schools, optimise community use where feasible and mutually agreed
- asset planning (schools community planning) and the design of relevant school interventions, enables the optimal joint and shared use of facilities by the school and the community
- facilities/grounds are upgraded and operated with shared capital and operating costs which reduces the cost burden to both parties involved

#### 4. Parties

This MoU is between the parties listed below.

#### 5. Department Details

Region Name or Schools Community Group References	South East and Tablelands Region		
Departmental Representative Phase One	Therese Hoy		
Departmental Representative Phases two and Three	Therese Hoy		
Street Address	35 Bridge Street, Sydney		
Postal Address	Planning and Strategy, Level 4, 35 Bridge Street		
Email Address(for correspondence)	Therese.hoy@det.nsw.edu.au		
Contact person (for correspondence)	Therese Hoy		
Telephone	9561 8525	Fax	n/a

#### 6. Partner Details

Correct Legal Name	Snowy Monaro Regional Council		
Street Address	81 Commissioner Street, Cooma, NSW 2630		
Postal Address	PO Box 714, Cooma, NSW, 2630		
Email Address (for correspondence)	council@snowymonaro.nsw.gov.au		
Contact person (for correspondence)	Mark Adams – Group Manager Economic Development and Tourism		
Telephone	02 6455-1912	Fax	
Partner's an ACN or ABN	ACN	ABN	72906802034





## 7. Subject Area

This MoU is developed in collaboration between the parties and relates to the areas/facilities as outlined below:

- Snowy Monaro Regional Council (whole of LGA)

## 8. Purpose and Process

The Department's Joint Use of Facilities and Land Policy and Guidelines detail a process for establishing and implementing joint use projects and should be read in conjunction with this MoU.

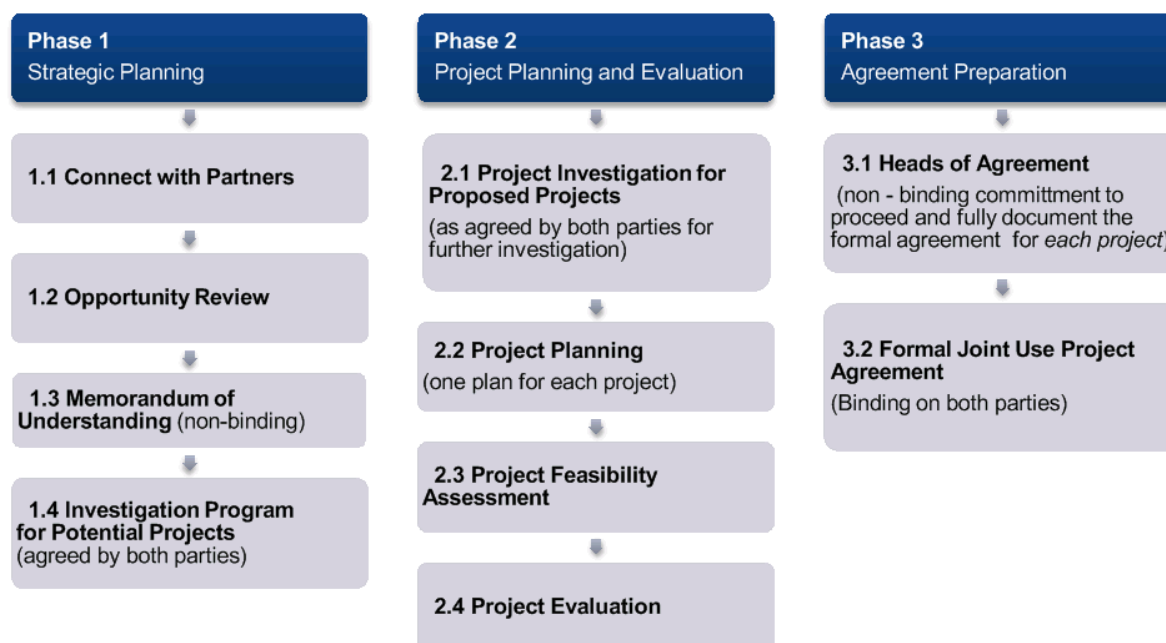
The purpose of this MoU is to:

- establish a statement of intent which identifies that the parties are willing to work collaboratively over time
- acknowledge the framework and process that both parties will follow
- agree to the establishment of a Joint Use Project Advisory Group to oversee the MoU's development and maintain progress as agreed by both parties
- identify and agree to partnership roles and responsibilities in regards to:-
  - progressing the investigation of Joint Use Projects identified as part of schools community planning and/or progressing the investigation of Joint Use Projects to Joint Use Project Agreements as identified and agreed between parties

The purpose of the JUP Advisory Group is to:

- formalise and agree the potential joint use project opportunities and priorities; and to establish, implement and review an *Investigation Program* (stage 1.4)
- agree to methods of progressing the investigation of priority projects through 'Phase 2' of the process outlined in the *JUPA Guidelines* and to determine if they will be realised through a formal legal agreement (Phase 3).

The key steps in this process are shown in the diagram below (see guidelines for further information).





At the commencement of Phase 2, the JUPA Advisory Group will complete a *Project Investigation Proposal*. Throughout this process, individual projects will be subject to review and evaluation at each step (refer to section 11) with formal project evaluation occurring at step 2.4.

#### 9. JUPA Advisory Group Roles and Responsibilities

The parties agree to form a JUPA Advisory Group to guide the investigation of the priority joint use projects and review and update the *Investigation Program* on an ongoing basis. It is noted that the role of the JUPA Advisory Group is limited to potential JUPAs and does not extend to the planning and/or location of the department's or the other parties assets generally

The JUPA Advisory Group will consist of the following delegates (1 per party) and members (up to 2 per party) or their proxies. Parties may invite additional staff and/or consultants to meetings as required to assist with discussions and/or information sharing but must advise the other party in advance of the meeting.

- Department -
  - Delegate: Director Schools Planning, South/West (Therese Hoy)
  - Members: Senior Asset Planner, South/West (Cameron Judson)
- Snowy Monaro Regional Council -
  - Delegate: Group Manager – Economic Development and Tourism (Mark Adams) (proxy: either of the members)
  - Members: Group Manager – Facilities (currently vacant) and Recreation Planner (Alannah Dickeson)

The roles and responsibilities of the JUPA Advisory Group include the following points:

- The JUPA Advisory Group is accountable for:
  - fostering collaboration,
  - developing solutions which may remove obstacles to the partnership's successful delivery, adoption and use,
  - maintaining at all times the focus of the partnership on the agreed scope, outcomes and benefits; and
  - monitoring and managing the factors outside the partnership's control that are critical to its success.

Both parties acknowledge that JUPAs are agreements reached with mutual benefits for both parties. Therefore the approach to their development is different to normal commercial negotiations in that, to be successful, a mutually beneficial win / win outcome is to be sought. In order to reach this outcome, both parties will commit to:-

- developing enhanced levels of trust
- keeping communication honest and open
- understanding each other's opportunities and constraints at the beginning of each process
- having an open book approach to financial information related to the agreement
- having an open book to all relevant data held by each party on the facilities or land involved
- joint problem solving
- expending funds on the evaluation of projects that may not come to fruition
- ensuring that those involved in negotiations have approval to negotiate on behalf of their organisation
- understanding each other's approval processes
- respecting each other's timing imperatives.

The membership of the JUPA Advisory Group will commit to:

- champion the partnership within and outside of work areas
- share all communications and information across all group members
- make timely decisions and take action so as to not hold up the project
- notifying members of the group, as soon as practical, if any matter arises which may be deemed to affect the development of the partnership
- attendance at all meetings and if necessary nominate a proxy
- providing complete, accurate and meaningful information in a timely manner
- provide reasonable time to make key decisions
- alert to potential risks and issues that could impact on the project, as they arise
- monitor and verify the overall status and 'health' of the partnership.



#### 10. Meetings

The following points relate to the conduct of JUPA Advisory Group meetings:

- meetings will be chaired by the department's delegate (or as otherwise agreed)
- notice of a meeting can be given by either party's delegate, but must be accepted by the other party's delegate to constitute a JUPA Advisory Group meeting,
- a meeting quorum will be one JUPA Advisory Group delegate or their nominated proxy from each MoU partner,
- decisions will be made by mutual agreement (i.e. both delegates agree),
- meeting agendas and minutes will be provided by the chair in partnership with the other party, who will:
  - prepare agendas and supporting papers,
  - prepare meeting notes and information,
- meetings will be held as required, but not less than twice annually; and
- subgroup meetings (if required) will be arranged outside of these times at a time convenient to subgroup members. Outcomes of these meetings will be reported to JUPA Advisory Group delegates and shared as required at JUPA Advisory Group meetings.

#### 11. Resources and Information

The JUPA Advisory Group will discuss and nominate specific actions required to complete each step of the investigation process for each project. The responsibility of undertaking actions and the associated resources and costs will be agreed by the parties through the JUPA Advisory Group and documented in a *Project Investigation Proposal*.

Subject to confidentiality issues, the parties will share all relevant project information with each other. Unless otherwise agreed, all information that is shared is to be treated in confidence and not to be shared outside of the partner organisations without permission. Distribution of shared information within the organisations should be kept to a minimum (i.e. generally within the JUPA Advisory Group and executive of each partner).

#### 12. Communication

Both parties agree that any communication with the public or media will be jointly agreed by the parties involved before being released.

#### 13. Dispute Resolution

Where a dispute between the parties cannot be resolved by the JUPA Advisory Group, it should be referred to the Executive Officers of each party for resolution.

In the event that the Executive Officers cannot resolve the dispute, the view of the land owner shall prevail with the subject project(s) and the *Investigation Program* to be reviewed and updated by the JUPA Advisory Group to reflect the outcome.

#### 14. Term

This Memorandum shall commence on the date of execution by both parties and expire on 1 October 2022, unless terminated earlier by written consent of both parties.

This Memorandum shall commence on the date of execution by both parties and expire on 1 October 2022, unless extended by written consent of both parties or terminated in writing by either partner.



#### 15. Review and Evaluation

The MoU partners and the JUPA Advisory Group will review the viability of projects as they pass through each step of the 'Phase 2' and 'Phase 3' investigation processes and evaluate whether they should proceed to the next step of the process. However, a formal evaluation process has been established at stage 2.4.

Should a project not progress through one of the stages, it will be:

- reviewed to consider scope changes and resubmitted, or
- issued with a lower priority for future investigation, or
- removed from the strategic project program.

The JUPA Advisory Group will review and update (at least twice annually) the Investigation Program including:

- addition and/or removal of projects;
- changes/amendments to projects;
- revision of priorities; and
- status of each current project.

The updated program is to be circulated to relevant executive officers of each partner organisation.

#### 16. Checklist

PARTIES TO COMPLETE THE FOLLOWING CHECKLIST	
i. Map(s)/lists attached indicating the locations and areas subject to the MoU.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
ii. Membership for the JUPA Advisory Group established.	<input checked="" type="checkbox"/> Yes
iii. Expiry date established.	<input checked="" type="checkbox"/> Yes



**17. Execution**

SIGNATORIES TO THIS MEMORANDUM	
<p>We understand that the purpose of this Memorandum of Understanding is to form the basis for a co-operative relationship between the two parties to investigate potential joint use projects and if agreed by both parties establish a Joint Use Project Agreement. This MoU is neither intended to be nor is a legally binding agreement.</p> <p>Each party will strive to reach the objectives stated in the MoU and adhere to the undertakings outlined in each section to the best of their ability.</p>	
Signature of Department Representative	Signature of Partner Representative
Name and Position of Department Representative  Date: _____	Name and Position of Partner Representative  Date: _____
<b>For Department Use Only</b>	
Agreement Type (complexity)	
Responsible Project Officer	
Other Comments	

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### 13.1 DONATION REQUEST - BOMBALA PLATYPUS MENS SHED

Record No:

Responsible Officer:	General Manager
Author:	Executive Assistant to the Mayor & Councillors
Key Direction:	4. Creating a Safer, Healthier and Thriving Community
Delivery Plan Strategy:	DP4.1.2.1 Support the availability of volunteering opportunities and build capacity.
Operational Plan Action:	OP4.9 Strengthen, support and promote volunteering within Council and in the Community as a valued vocation that builds social capacity
Attachments:	1. Letter From John Barilaro on behalf Chris Philbrick - Lions Park - Bombala Platypus Men's Shed - Requesting Donatin of Rates <a href="#">↓</a> 2. Email from Acting Finance Manager in Relation to Bombala Platypus Men's Shed with Previous Minutes and Correspondence Included <a href="#">↓</a>
Cost Centre	Donations Community Groups
Project	
Further Operational Plan Actions:	

#### EXECUTIVE SUMMARY

The Bombala Platypus Men's Shed have requested that Council provide a donation to the equivalent of rates owing to 30 June 2018.

The following officer's recommendation is submitted for Council's consideration.

#### OFFICER'S RECOMMENDATION

That Council

- A. Receive and note the request for Council to provide a donation towards the Bombala Platypus Men's Shed;
- B. Defer this item subject to receiving a further report indicating what payments have been made to the Bombala Platypus Men's Shed in accordance with resolution 16/12 from the former Bombala Council; and
- A. Provide a response outlining the above to the our member for Eden-Monaro.

#### BACKGROUND

The Bombala Platypus Men's Shed have requested that Council provide a donation to value of their rates owing to 30 June 2018 being \$922.32. It is felt that the Men's Shed is an invaluable asset to the community, and that a donation towards the rates levied will ensure the longevity and viability of the facility.

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## QUADRUPLE BOTTOM LINE REPORTING

### 1. Social

The Bombala Platypus Men's Shed is a community-based organisation that's accessible to all whose primary activity is the provision of a safe, friendly & healing environment. Members are able to work on meaningful projects at their own pace, in their own time and in the company of others. A key focus is to advance the well-being and health of its members & to encourage social inclusion.

### 2. Environmental

There are no identifiable environmental impacts.

### 3. Economic

Estimated Expenditure	Amount	Financial year	Ledger		Account string														
Donations Community Groups	\$922.32	2017/2018	G	L	1	0	3	0	2	0	1	0	0	1	6	3	1	6	0

### 4. Civic Leadership

Decisions to provide sponsorship to community groups, individuals and towards events must be considered in a transparent process. The granting of financial assistance must be by specific formal resolution of Council.

Council makes decisions regarding donations and sponsorships to community groups, individuals and events in accordance with Council's Policy GOV011. The current relevant section of the policy is as follows: -

#### **3.2. Donations/Sponsorship towards Economic Development and Tourism**

*Annual donations will be called for in January for the following financial year however Council may consider applications for financial assistance as they are received. Those seeking financial assistance should address the items included in Council's application and intended recipients of financial assistance shall be informed in writing of Council's decision.*

*All applications for financial assistance must state the purpose for which the funds will be used.*

*Donations by Council will be made from the General Fund and must be either:*

- *fixed dollar amounts*
- *rebates on Council provided services such as water, rates or facility hire*

*Council may make donations towards specific aspects of an event however Council must not commit to cover the full cost of any aspect of an event. For example Council will not commit to meet the total costs of:*

- *advertising*
- *public liability insurance*
- *equipment hire*

*Financial assistance may include:*

- *fixed dollar amount donations*

- *up to 50% rebate of water supply minimum availability charge*
- *up to 50% rebate of sewerage minimum availability charge*
- *up to 50% rebate of waste management charge (tip or domestic)*
- *other financial assistance as resolved by Council*

*Council provides support to activities that can demonstrate that they will have a positive impact on the economic and social development of the Shire. To encourage sustainability, Council will consider financial assistance on a sliding scale from inauguration of the community event. Once the event is established Council will withdraw financial assistance. This does not limit events and festivals from applying for annual in-kind assistance.*

The Bombala Platypus Men's Shed had previously been supported by the former Bombala Council. The following resolutions were passed:

*AGM 07/12 – Men's Shed Arrangements (02.35.0022) (18 January 2012)*

*Resolved: Hampshire/Yelds that Council write to the Men's Shed committee and advise:*

- *That Council agree to sell the Old Lions park to the committee for \$1.00,*
- *That Council will fund all the legal costs of both parties associated with the transfer of the land,*
- *That Council waive all non statutory, development and construction fees related to the development of the men's shed.*
- *That Council give the men's shed committee access/occupation to site prior to transfer of land approval and that all site works to be approved by Council before commencement.*

*Ordinary Meeting – 18 January 2012*

*16/12*

*Resolved: Hampshire/Yelds that Council donate the value of the rates to the Men's Shed Committee for a period of 24 months and review again at the end of that time.*

**Determination by Administrator**

Approved by Administrator Dean Lynch in accordance with *Section 226 dot point one (1) or two (2) of the Local Government Act 1993.*

Signature: .....

Date: .....

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21/08/2017

Mr Dean Lynch  
Administrator Snowy Monaro Regional Council  
PO BOX 714  
COOMA NSW 2630

RECEIVED  
24 AUG 2017

BY: .....

Dear Mr Lynch

I am writing on behalf of Mr Chris Philbrick in relation to his concerns regarding the rates levied on the parcel of land known as Lions Park that are owed to the Bombala Platypus Men's Shed by the Snowy Monaro Regional Council.

I have enclosed correspondence from Mr Philbrick further detailing his request.

I would appreciate your consideration of this request and I look forward to a response at your earliest convenience, so that I can reply to Mr Philbrick.

Yours sincerely

A handwritten signature in black ink, appearing to read 'J Barilaro', written over a light blue horizontal line.

JOHN BARILARO MP  
Member for Monaro

Phone 02 6299 4899 Fax 02 6297 9998

Electoral Office 213 Crawford Street Queanbeyan NSW 2620 Email [monaro@parliament.nsw.gov.au](mailto:monaro@parliament.nsw.gov.au)

**THE NATIONALS** for Regional NSW

13.1 DONATION REQUEST - BOMBALA PLATYPUS MENS SHED

ATTACHMENT 1 LETTER FROM JOHN BARILARO ON BEHALF CHRIS PHILBRICK - LIONS PARK -  
BOMBALA PLATYPUS MEN'S SHED - REQUESTING DONATIN OF RATES

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**From:** Chris & Barb Philbrick [mailto:cph21545@bigpond.net.au]  
**Sent:** Monday, 14 August 2017 12:42 PM  
**To:** 'Jill Hampshire'  
**Cc:** dean.lynch@cooma.nsw.gov.au; ElectorateOffice Monaro  
**Subject:** RE: rates on Platypus Men's shed  
**Importance:** High

Dear Ms Hampshire,

Thank you for your letter of 14<sup>th</sup> August 2017.

During discussions between Bombala Council and Bombala Platypus Men's Shed regarding the transfer of the old Fire Control Centre in lieu of the Lion's Park it was agreed that the resolution of Bombala Council on 18<sup>th</sup> January 2012 would apply to the Fire Control Centre.

It was a direct result of this agreement that I wrote to Mr Dean Lynch and Mr John Barilaro requesting confirmation that all resolutions passed by Bombala Council regarding transfer of land to Bombala Platypus Men's Shed would be honoured by the new Council. That email was also in the context of the changed parcel of land involved (Fire Control Centre).

The email specifically stated;

*It would be very much appreciated if you could clarify and confirm that:*

- *the resolution(s) of the (former) Bombala Shire Council to transfer the land involved to Bombala Platypus Men's Shed Inc. must, and will, be honoured by the new amalgamated Council, and*
- *that the resolutions of the (former) Bombala Shire Council re rates and charges in respect to the land and its transfer must, and will, be honoured by the new amalgamated Council*  
(author's underling)

The response from Mr Dean Lynch was that all resolutions would be honoured.

It may be worth noting that the resolution was to be a donation to the Bombala Platypus Men's Shed.

A number of members of the former Bombala Shire Council are willing to provide a Statutory Declaration to confirm that all conditions applying to the transfer of the Lion's Park land to Bombala Platypus Men's Shed were to carry over to the transfer of the former Fire Control Centre.

It could be argued that the resolution still applies in the context that the Bombala Council resolved to donate the value of Rates relevant to the Lion's Park (LOT 9 DP 995614). Therefore Snowy Monaro Regional Council must, for a period of at least 2 years,

donate to Bombala Platypus Men's Shed an amount equal to the value of rates levied on the parcel of land known as Lions Park.

Yours sincerely

Chris Philbrick

Hon Sec/Treasurer

Bombala Platypus Men's Shed

**From:** Jill Hampshire [mailto:[Jill.Hampshire@snowymonaro.nsw.gov.au](mailto:Jill.Hampshire@snowymonaro.nsw.gov.au)]

**Sent:** Monday, 14 August 2017 11:20 AM

**To:** [cph21545@bigpond.net.au](mailto:cph21545@bigpond.net.au)

**Subject:** rates on Platypus Men's shed

Regards

**Jill Hampshire**

Finance Manager



**SNOWY MONARO**  
REGIONAL COUNCIL

*Stronger together Better together*

71 Caveat Street Direct (02) 64583  
BOMBALA NSW 2632 555

Phone 1300 345

345

Fax (02) 64583 777

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**Jill Hampshire**

Acting Finance Manager Bombala Office

Snowy Monaro Regional Council



**SNOWY MONARO**  
REGIONAL COUNCIL

*Stronger together Better together*

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**From:** [Jill Hampshire](#)  
**To:** [Katherine Miners](#)  
**Subject:** information for Administrator  
**Date:** Monday, 14 August 2017 11:17:10 AM  
**Attachments:** [image001.png](#)  
[SnowyMonaroLogo\\_withtagline\\_250x54\\_b758495f-7b78-43cd-b3ce-bda7331db309.png](#)  
[platypus mens shed rates information for administrator.pdf](#)  
[Logo\\_4d8881d9-bb29-4104-9422-e582feeb75bb.png](#)

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Hi Katherine

I have been dealing with correspondence from Chris Philbrick of Platypus Men's Shed in Bombala with regards to former Bombala Council paying their rates. I have searched through minutes to find where the Council resolved to pay the rates for the Men's Shed. The resolution regarding the land transfer occurred in May 2013 (Minute 88/13) but did not refer to rates payments. Prior to the land at the old Fire Control Centre being transferred to the Men's Shed there was a proposal to transfer land known as 'Old Lions Park' for the purpose of the Men's Shed but for whatever reason, this did not proceed. In that resolution (07/12) Council did resolve to donate the value of rates to the Men's Shed Committee for a period of 24 months and review again at the end of that time.

The Administrator committed to the previous resolutions made by Bombala Council (email of 13 May 2016) but as the May 13 resolution did not resolve to donate the rates I have advised Mr Philbrick to contact Dean to request such financial support from Snowy Monaro Regional Council. Enclosed is the relevant correspondence for your information in case he does contact Dean.

Regards

**Jill Hampshire**  
Finance Manager



71 Caveat Street Direct (02) 64583 555  
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**Jill Hampshire**  
Acting Finance Manager Bombala Office

Snowy Monaro Regional Council



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**Jill Hampshire**  
Casual



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ORDINARY MEETING

18 JANUARY 2012

Reports from Staff – Acting General Manager

AGM 01/12 – Men's Shed Arrangements (02.35.0022)

RESOLVED: Hampshire/Yelds that Council write to the Men's Shed committee and advise:

- That Council agree to sell the Old Lions park to the committee for \$1.00,
- That Council will fund all the legal costs of both parties associated with the transfer of the land,
- That Council waive all non statutory, development and construction fees related to the development of the men's shed.
- That Council give the men's shed committee access/occupation to site prior to transfer of land approval and that all site works to be approved by Council before commencement.

*This is page 3 of the Minutes of the Ordinary Meeting of Bombala Council held on the 18<sup>th</sup> January 2012*

Chairman

General Manager

①



ORDINARY MEETING

18 JANUARY 2012

16/12

RESOLVED: Hampshire/Yelds that Council donate the value of the rates to the Men's Shed  
Committee for a period of 24 months and review again at the end of that time.

17/12

Page 4 of the Minutes of the Ordinary Meeting of Bombala Council held on the 18<sup>th</sup> January 2012

Chairman

General Manager

2

ORDINARY MONTHLY MEETING15 MAY 2013.

There would be around ten people involved, however, this did not equate to an additional ten vehicles using the entrance. He also added that the issue of the entrance was not a major concern to the Men's Shed Committee and that it had been identified by the previous General Manager. Also that the problem was not the people going in and out of the entrance but the speed that people drove down the Main Road.

The DE advised that the entrance needed to be looked at for the safety of staff as well as those using the Men's Shed.

The DRS advised that a draft title had been received for checking and that the final title was expected to be issued shortly. Upon receipt of this Title a Development Application will be processed to create the new allotments. This should take about eight weeks to complete.

Goodyer queried the Building Code of Australia requirements. Mr Philbrick advised that he had received advice that the building could be classified as a Class 8 building. Also, if Council wished to classify it as a Class 9B building there could be an option for Council to allow occupation of the building and then issue an order to meet the requirements within 12 months. Mr Philbrick advised that once the Committee had tenure of the building it would be able to apply for grants to upgrade the building. The DRS advised that Council cannot lawfully issue an Occupation Certificate prior to the building complying with the Code.

The DRS also advised that once the building is transferred to the Men's Shed Committee the Committee could then make application for a formal change of use.

RECOMMENDED: Bateman/Hampshire that:-

1. That Council finalise the subdivision and sort out the title issues at the Water Treatment Plant and old Fire Control Centre.
2. That, subject to the RFS vacating the premises, Council grant the subdivided property with the old Fire Control Centre situated on it to the Men's Shed Association Inc. once these matters are completed provided:
  - a. the occupation of the property complies with the requirements of the Building Code of Australia; and
  - b. the property reverts to Council should the Men's Shed no longer occupy it.
3. That Council request the Local Traffic Committee to reduce the speed limit in that area to 60km.
4. That Council undertake a risk assessment of the site in relation to parking and access including upgrading the entrance to a reasonable standard for public access.
5. That the Council seal be affixed to relevant documentation.

ADOPTION OF RECOMMENDATIONS WHILST IN COMMITTEE OF THE WHOLE

RESOLVED: Goodyer/Hampshire that the recommendations relating to Report No GM 13/13 - Men's Shed, passed whilst in Committee of the Whole, be adopted.

13/13

This is page 5 of the Minutes of the Ordinary Monthly Meeting of Bombala Council held on 15 May 2013.

  
Chairman  
General Manager

3

*Email*

**From:** Chris & Barb Philbrick [mailto:cph21545@bigpond.net.au]  
**Sent:** Monday, 16 May 2016 9:40 AM  
**To:** ElectorateOffice Monaro  
**Cc:** Paul Gimbert; [council@bombala.nsw.gov.au](mailto:council@bombala.nsw.gov.au); Jen Hunt; [sam.monaropost@gmail.com](mailto:sam.monaropost@gmail.com)  
**Subject:** URGENT RESPONSE REQUESTED - Bombala Men's Shed & Council Amalgamations

Dear John,

Over last few years you have been a great supporter of the Bombala Men's Shed and other Men's Sheds.

You were made aware of the issues relating to the land on which the current building is located i.e., that the Fire Control Centre was built over 3 different titles and that these needed to be rectified before the Bombala Shire Council could assign the land to the Men's Shed. This issue took 3 years to resolve.

This issue has now been in the hands of the bureaucrats for an inordinate period of time and we are still in "limbo"!

Given the revised Land Title Deeds have been provided to Bombala Council (approx. 3 months ago) we are at a loss to understand why there has been such delay in arranging exchange of Contracts.

This situation has now been exacerbated by the forced amalgamation of the Bombala Shire Council with Snowy River Council and Cooma-Monaro Council.

It would be very much appreciated if you could clarify and confirm that:

- the resolution(s) of the (former) Bombala Shire Council to transfer the land involved to Bombala Platypus Men's Shed Inc. must, and will, be honoured by the new amalgamated Council, and
- that the resolutions of the (former) Bombala Shire Council re rates and charges in respect to the land and its transfer must, and will, be honoured by the new amalgamated Council

The immediate resolution of the transfer of the land to the Bombala Platypus Men's Shed is essential so that the Men's Shed can move into the future on a stable base and start to apply for additional funding.

The members of the Bombala Platypus Men's Shed are committed to the long term viability of the Shed and have shown an outstanding level of forbearance over the length of time this issue has been in train.

Thank you once again for your ongoing support

Yours sincerely

Chris Philbrick  
Hon Sec  
Bombala Platypus Men's Shed

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**From:** Dean Lynch  
**Sent:** Tuesday, 31 May 2016 5:56 PM  
**To:** 'Chris & Barb Philbrick'  
**Cc:** 'joe.vescio@snowyriver.nsw.gov.au'  
**Subject:** RE: URGENT RESPONSE REQUESTED - Bombala Men's Shed & Council Amalgamations

Hi Cris

The Snowy Monaro Regional Council is committed to the Platypus Men's Shed and will uphold the previous resolutions made by the Bombala Council.

After seeking advice on this, I would agree that this has been a drawn out affair but I am led to believe that the process has not stopped the Men's shed from operating, although I gather that the Bombala residents want to secure a long term future for their Men's Shed.

New legal advice is now being sort so that this can be resolved as soon as possible and I will advise you of the outcome when it's available.

Regards Dean

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Ref: SC26; FY57-04  
Bombala Office

2 August 2017

Bombala Platypus Men's Shed Inc  
PO Box 16  
BOMBALA NSW 2632

Attention: Chris Philbrick

Dear Sir

**Rates Levied on Assessment 2035623 Platypus Men's Shed Bombala**

Reference is made to your enquiry regarding rates and charges levied on the above assessment. I have been unable to find where Council resolved to pay the rates and charges on your behalf.

The resolution to transfer the property to the Men's Shed occurred at former Bombala Council's meeting of 15 May 2013 (minute 88/13). No reference was made regarding payment of rates or charges in that resolution. I also checked the lease between Bombala Council and the Platypus Men's Shed (effective 19 April 2014) where one of the conditions of the lease was that Council was responsible for the rates and charges, but that did not transfer over to the conditions attached to the sale of the property (effective 14 November 2016).

Snowy Monaro Regional Council's administrator Mr Dean Lynch's response following emails between John Barilaro MP, yourself and the administrator with regard to the transfer of the property to the Platypus Men's Shed confirmed that the Snowy Monaro Regional Council is committed to the Platypus Men's Shed and will uphold the previous resolutions made by the Bombala Council. As discussed above, the resolution made no reference to rates and charges.

If you are able to provide correspondence which does commit Council to paying the rates and charges, it would be appreciated if you could forward a copy so that the information can be recorded on the rate assessment and the appropriate adjustments made. Unfortunately without that information the Platypus Men's Shed remains liable for the rates and charges levied.

Yours faithfully

Jill Hampshire  
Acting Finance Manager  
Bombala Office  
**SNOWY MONARO REGIONAL COUNCIL**

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COOMA NSW 2630

**BRANCH OFFICES**  
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BERRIDALE NSW 2628

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Ref: FY57-04; SC26  
Bombala Office

14 August 2017

Bombala Platypus Men's Shed Inc  
PO Box 16  
BOMBALA NSW 2632

Email: [cph21545@bigpond.net.au](mailto:cph21545@bigpond.net.au)

Attention: Chris Philbrick

Dear Sir

**Rates Levied on Assessment 2035623 Platypus Men's Shed Bombala**

I refer to your query with regards to former Bombala Council's resolution to donate the value of the rates levied against the property initially intended to be transferred to the Men's Shed. This resolution (07/12) at the Council meeting of 18 January 2012 was in relation to the land known as 'Old Lions Park'. In May 2013 the Council resolution (88/13) related to the Water Treatment Plant and old Fire Control Centre and did not address the issue of rates and charges.

Unfortunately as it was not included in the resolution relating to the actual land transfer which occurred, I do not have the authority to arrange for Council to pay the rates on the Platypus Men's Shed at the old Fire Control Centre. I realise that this must be frustrating for you, but could I suggest that you contact the Administrator via email requesting that Snowy Monaro Regional Council provide financial support to the Platypus Men's shed by donating the value of the rates.

I will forward the relevant correspondence to the Administrator for his information.

Yours faithfully

Jill Hampshire  
Acting Finance Manager  
Bombala Office  
**SNOWY MONARO REGIONAL COUNCIL**



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## 16.1 2017 FINANCIAL STATEMENTS REFERRED TO AUDIT

Record No:

Responsible Officer:	Director Corporate & Community Services
Author:	Acting Chief Financial Officer
Key Direction:	7. Providing Effective Civic Leadership and Citizen Participation
Delivery Plan Strategy:	DP7.1 Ensure that legislative obligations are met throughout all Council departments.
Operational Plan Action:	OP7.3 Completion of Financial statutory and regulatory reports in accordance with specified requirements.
Attachments:	1. GPFS Statement by Management <a href="#">↓</a> 2. SPFS Statement by Management <a href="#">↓</a>
Cost Centre	4010 Financial Services
Project	2017 Financial Statements
Further Operational Plan Actions:	

### EXECUTIVE SUMMARY

Council's 2017 Financial Statements are in the process of being finalised and, in accordance with Section 413(2) of the Local Government Act 1993, Council is required to refer them for audit.

The 2017 Financial Statements encompass the period 13 May 2016 to 30 June 2017.

The following officer's recommendation is submitted for Council's consideration.

#### OFFICER'S RECOMMENDATION

That Council

- A. Authorise the Administrator, the General Manager and the Responsible Accounting Officer to sign the Statement by Councillors and Management for the Snowy Monaro Regional Council 2017 General Purpose Financial Statements and 2017 Special Purpose Financial Statements
- B. Refer the 2017 Financial Statements for audit
- C. Authorise the General Manager to issue the 2017 Financial Statements upon receiving the auditor's report
- D. Authorise Audit expenditure and allocate an additional amount of \$13,000 in the 2018 Financial Year Budget with funding to be provided from Other Internal Reserves.

### BACKGROUND

A Statement by Councillors and Management is required for the General Purpose Financial Statements and the Special Purpose Financial Statements. Council will need to authorise the Administrator, the General Manager and the Responsible Accounting Officer to sign the Statements on behalf of Council.

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## QUADRUPLE BOTTOM LINE REPORTING

### 1. Social

The audit of the Council's General and Special Purpose Financial Statements and accounting policies for the period from 13 May 2016 to 30 June 2017 will provide assurance of equity within and between generations.

### 2. Environmental

No direct environmental impacts.

### 3. Economic

The preparation, compilation and audit of Council's Financial Statements has been provided for in Council's annual budget in the Financial Services Program.

As a result of the appointment of the NSW Auditor General additional budget allocation of \$13,000 is required for Audit Services. The notified audit fees total \$115,278. The increase is requested to be allocated from General Fund Other Internal Reserves.

Type		Amount	Financial year	Ledger	Account string
Expenditure	Audit Services	\$13,000	2018	GL	10-4010-1001-63001
Funding (Income/reserves)	General Fund - Other Internal Reserves	\$13,000	2018	GL	10-3020-1001- 69102

### 4. Civic Leadership

The audit of Council's General and Special Purpose Financial Statements and accounting policies for the period ended 30 June 2017 will approve the accountability of decision makers and comply with regulations.

Council is required to authorise the Statements for issue. To enable the Statements to be forwarded to the Office of Local government as soon as practicable after the audit is finalised, it is proposed that Council delegate to the General Manager, authority to issue the Financial Statements.

As soon as practicable after Council receives the auditor's report, Council must fix a date for the meeting at which it proposes to present the audited Financial Statements and the auditor's report to the public and must give notice of the date so fixed.

The date fixed for the meeting must be at least 7 days after the date on which the notice is given, but not more than 5 weeks after the auditor's reports are given to the Council.

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**Determination by Administrator**

Approved by Administrator Dean Lynch in accordance with *Section 226 dot point one (1) or two (2) of the Local Government Act 1993*.

Signature: .....

Date: .....

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## Snowy Monaro Regional Council

### General Purpose Financial Statements

for the period 13 May 2016 to 30 June 2017

### Statement by Administrator and Management

made pursuant to Section 413(2)(c) of the *Local Government Act 1993 (NSW)* (as amended)

**The attached General Purpose Financial Statements have been prepared in accordance with:**

- the *Local Government Act 1993 (NSW)* (as amended) and the regulations made thereunder,
- the Australian Accounting Standards and professional pronouncements, and
- the Local Government Code of Accounting Practice and Financial Reporting.

**To the best of our knowledge and belief, these financial statements:**

- present fairly the Council's operating result and financial position for the period 13 May 2016 to 30 June 2017, and
- accord with Council's accounting and other records.

**We are not aware of any matter that would render these statements false or misleading in any way.**

**Signed in accordance with a resolution of Council made on 06 September 2017.**

---

Dean Lynch  
Administrator

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Joseph Vescio  
General Manager

---

Jo-Anne Mackay  
Responsible accounting officer

## Snowy Monaro Regional Council

### Special Purpose Financial Statements

for the period 13 May 2016 to 30 June 2017

### Statement by Administrator and Management

made pursuant to the Local Government Code of Accounting Practice and Financial Reporting

**The attached Special Purpose Financial Statements have been prepared in accordance with:**

- the NSW Government Policy Statement 'Application of National Competition Policy to Local Government',
- the Division of Local Government Guidelines 'Pricing and Costing for Council Businesses – A Guide to Competitive Neutrality',
- the Local Government Code of Accounting Practice and Financial Reporting,
- the NSW Office of Water Best-Practice Management of Water and Sewerage Guidelines.

**To the best of our knowledge and belief, these financial statements:**

- present fairly the operating result and financial position for each of Council's declared business activities for the period 13 May 2016 to 30 June 2017, and
- accord with Council's accounting and other records.

**We are not aware of any matter that would render these statements false or misleading in any way.**

**Signed in accordance with a resolution of Council made on 06 September 2017.**

---

Dean Lynch  
Administrator

---

Joseph Vescio  
General Manager

---

Jo-Anne Mackay  
Responsible accounting officer