

PLANNING AGREEMENT

Federation Mine Project
(SSD-24319456)

BETWEEN

Hera Resources Pty Limited

and

Cobar Shire Council

Planning Agreement: Federation Mine Project

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Details

Parties

Name **Cobar Shire Council**
ABN **ABN 71 579 717 155**
Short form name **CSC**
Notice details **Attention: The General Manager**
Address: 36 Linsley Street, PO Box 223, Cobar, NSW 2835
Email: mail@cobar.nsw.gov.au

Name **Hera Resources Pty Limited**
ABN **ABN 72 138 992 999**
Short form name **Hera Resources**
Notice details **Attention: The General Manager**
Federation Mine
Level 17, 144 Edward Street
Brisbane QLD 4001
Phone: 61 7 3180 5000
Email: office@aureliametals.com.au

Background

Hera Resources Pty Limited ('Hera Resources') is a wholly owned and operated subsidiary of Aurelia Metals Limited ('Aurelia'). In the region Aurelia owns the Hera Mine at Nymagee and, through Peak Gold Mines, Pty Ltd, owns the Peak Mine at Cobar.

Hera Resources has been granted approval to develop the Federation Mine, a greenfield mining project 10 kilometres (km) south of the existing Hera Mine, and to haul the ore to and process it at the existing Hera Mine and the Peak Mine. Ore will be hauled via Burthong Road to Hera Mine and via Borthong Road, Priory Tank Road and Kidman Way to the Peak Mine. Processed concentrate from the Hera Mine will be hauled via Nymagee-Hermidale Road to the Hermidale Rail Siding and processed concentrate from the Peak Mine will be hauled via the Kidman Way and Barrier Highway to the Hermidale Rail Siding.

The Project involves the establishment and operation of an underground gold and metalliferous mine at the Federation site, including, inter alia:

- a) Mining approximately 6.95 million tonnes of ore comprising lead, zinc, gold, silver and copper minerals over a period of 12 to 14 years;
- b) Establishment of supporting surface infrastructure;
- c) Modifications at the existing Hera Mine to facilitate the processing of ore from the Federation Mine;
- d) Establishment of a services corridor between the Federation site and Hera Mine; and
- e) Consolidation and surrender of the existing approval for the Hera Mine.

The Project will impact the Cobar Local Government Area (LGA) and has physical and socio-economic consequences for the Cobar Shire Council (CSC) to manage, especially matters pertaining to the Burthong Road and Priory Tank Road.

Over the life of the project, it is expected that an average of 477,000 tpa of ore may be hauled 10km between Federation Mine and the Hera Mine with the peak transport period expected to occur in FY28. Furthermore, up to 200ktpa may be hauled 104km between Federation Mine and the Peak Mine.

Hera Resources and CSC have negotiated this Planning Agreement whereby Hera Resources agrees to provide Community Contributions to CSC to fund enhancement projects in Nymagee and the broader Cobar LGA and to pay an annual road maintenance contribution linked to the annual movement of the ore along said roads over the life of the Project.

Hera Resources has also negotiated a Planning Agreement with Bogan Shire Council (BSC), in whose LGA base metal concentrate will be hauled between the Hera Mine and Hermidale rail siding.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

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

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

Agreement means this Planning Agreement including any schedules.

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

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

BSC means Bogan Shire Council.

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

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

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

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

CSC means Cobar Shire Council.

Development means the Federation Mine Project that is the subject of the Development Consent.

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

Development Consent means the consent issued by the Minister for Planning in respect of the Federation Mine, namely State Significant Development (SSD) number 24319456.

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

DPE means the NSW Department of Planning and Environment.

GST has the same meaning as in the GST Law.

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

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

Law means:

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

LGA means the Local Government Area.

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

Minor Modification means a modification involving minor error, misdescription or miscalculation or a modification that a person acting reasonably would determine involves minimal environmental impact.

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

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

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

Project means the development as described in the Development Consent.

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

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

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

Regulation means the *Environmental Planning and Assessment Regulation 2021* (NSW).

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

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

Term means from the Commencement Date of the Planning Agreement until the cessation of Mining Operations, as specified in the Development Consent.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;

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

1.3 Headings

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

2. Planning Agreement under the Act

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

3. Application of this Agreement

This Agreement applies to the Development and the ongoing maintenance of Burthong Road and Priory Tank Road, upon which ore from the Development will be hauled to the Hera Mine and Peak Mine.

4. Operation of this Agreement

This Agreement takes effect from the date the Agreement is signed as required by section 203 of the Regulation.

5. Development Contributions

- (a) Subject to this Agreement, Hera Resources will make the following Development Contributions in respect of the Development:
- (i) Payment of \$250,000 per annum (“**Community Enhancement Contribution**”) in accordance with the following terms:
- a. The first payment will be made on 1 July 2025 unless the Project is delayed and has not yet commenced in which case the first payment will be pro-rated and made from the month in which construction has commenced (as per clause A5(b) in the Development Consent) (commencement has the same meaning as "date of commencement" in the Development Consent). Subsequent payments will be made annually on each 1 July thereafter; and
 - b. Hera Resources must pay the Community Enhancement Contribution as follows:
 - i. \$40,000 per annum to a Nymagee Enhancement Fund, for projects directly benefitting the people of Nymagee as nominated by the Nymagee Progress Association (or alternate community forum as agreed with both parties) in consultation with CSC and Hera Resources; and
 - ii. \$210,000 per annum to a Cobar LGA Enhancement Fund, for projects that benefit the wider Cobar LGA. The projects should aim to attract and retain people to Cobar.
 - c. Where Hera Resources has contributed financially towards a project, programme, activity, etc. under clause 5(a)(i), CSC agrees to publicly acknowledge Hera Resources within 30 days of completing the work, by way of published media release or social media. CSC must proactively consult with Hera Resources prior to the completion of the project, programme, activity, etc to determine the content of the public acknowledgement.
- (ii) Payment of Annual Road Maintenance Contributions in accordance with the following terms:
- a. Annual payments for the maintenance of Burthong Road and Priory Tank Road will be determined in accordance with the *Cobar Local Infrastructure Contributions Plan, 2012*. The Annual Road Maintenance Contributions will be calculated as follows:

$$\text{\$CPeriod} = (\text{\$RSLife}) \times \text{ESA} \times \text{RSLength} / \text{RSLife}$$

Where:

\\$CPeriod = the monetary contribution payable by Hera Resources for the previous financial year.

\\$RSLife = is the standard cost of sealed road per kilometre over the design life in Australian dollars, being \$374k (as at 2022 \$A).

ESA = is the number of equivalent standard axles (ESA) generated by Hera Resources in the preceding financial year (as provided by Hera Resources to CSC by 1 September each year).

RSLife = is the design life of the Burthong Road and Priory Tank Road, being 2,000,000 ESA.

RSLength = is 10km of local roads between Federation Mine and Hera Mine (Burthong Road only) and 19km of local roads between Federation Mine and Peak Mine (Burthong Road and Priory Tank Road) hat will be travelled by Hera Resources ore laden heavy vehicles.

- b. By 1 September each year, Hera Resources will provide CSC with the total ESA associated with ore truck movements between Federation Mine and Hera Mine and Federation Mine and Peak Mine during the previous financial year. CSC will issue a valid Tax Invoice based on the ESA using this calculation. Hera Resources will pay the Annual Road Maintenance Contribution in arrears.
 - c. CSC agrees that it will consider Hera Resources' input regarding areas of concern or maintenance priorities along Burthong Road and Priory Tank Road.
 - d. Hera Resources will provide CSC with two months written notice of their intent to transport ore between Federation Mine and Hera Mine or Peak Mine.
- (b) CSC will provide an annual performance report (ie a concise 1-2 page summary) to Hera Resources which specifies how the Community Enhancement Contributions and Annual Road Maintenance Contributions described in 5(a)(i) and 5(a)(ii) have been allocated, managed and accounted. The annual performance report will be supplied to Hera Resources at the time CSC issues the annual Tax Invoice for the annual contributions. The Tax Invoice will not be valid unless it is accompanied by the annual performance report.
- (iii) The annual performance report must include:
- a. A Financial Statement including all incoming and outgoing monies and any amounts that have not been spent and are currently being held by CSC. This Financial Statement must include all monies payable under this Agreement.
 - b. A summary of community projects that were funded by the Community Enhancement Contributions and a summary of the maintenance activities on the Burthong Road and Priory Tank Road that were funded by Hera Resources Road Maintenance Contributions over the previous 12 months.
 - c. A summary of the planned or anticipated community projects (including the estimated cost) that CSC intends to support over the next 12 months with the Community Enhancement Contribution and a summary of the planned or anticipated maintenance activities that CSC intends to be fund from the Road Maintenance Contributions over the next 12 month period and an estimate of the cost of these maintenance activities.
- (c) The payments specified in 5(a)(i) and 5(a)(ii) are subject to annual CPI adjustment on the anniversary of the signing date. The payments shall be indexed in accordance with clause 6.
- (d) The quantum for the annual Community Enhancement Contribution and Annual Road Maintenance Contribution specified in 5(a)(i) and 5(a)(ii) for the portion of the year between the anniversary date and the cessation of ore haulage activities will be calculated pro-rata.
- (e) Hera Resources will pay the contributions specified in 5(a)(i) and 5(a)(ii) within 30 days of receiving a valid Tax Invoice (ie accompanied by the annual performance report). The contributions are deemed to be paid when cleared funds are deposited by means of electronic funds transfer into the bank account nominated by CSC.

- (f) Hera Resources agrees to pay interest to CSC on any amount of the financial contributions described in 5(a)(i) and 5(a)(ii) from 30 days after they become due for payment, during the period that they remain unpaid, on demand, or at times determined by CSC, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate (adjusted to be a daily interest rate).
- (g) Subject to the parties agreeing the terms of the licence, Hera Resources agrees to provide CSC with a licence to access Lot 33 Deposited Plan (DP) 1128958, Lot 34 DP 1128958, Lot 31 DP 1128958 and Lot 1 DP 34286 for the duration of the Project. The licence will be provided separate to this Agreement.

6. Indexation of Development Contributions

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

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

Where:

A = the current Development Contribution payable.

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

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

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

7. Registration of this Agreement

7.1 Registration of this Agreement

- (a) Unless otherwise required by law, the Parties agree that this Agreement does not need to be registered on the Register to the land that is the subject of the Development.

8. Dispute Resolution

8.1 No arbitration or court proceedings

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

8.2 Notification

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

8.3 Parties to resolve Dispute

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

8.4 Mediation

- (a) If the Parties cannot resolve the Dispute within the 30 days, they must refer the Dispute to an accredited mediator if one of them so requests and the Parties must mediate the Dispute in accordance with the Mediation Rules the Australian Institute of Arbitrators and Mediators.
- (b) If the Parties do not agree on a mediator, either Party may request the President of the Australian Institute of Arbitrators and Mediators select the mediator and determine the mediator's remuneration, the costs of which must be borne equally by the Parties.
- (c) The Parties commit to adopting a spirit of goodwill and compromise, with an equal sharing of power, to reach a resolution within 60 days.

8.5 Confidentiality

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

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

8.6 Costs

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

8.7 Termination of process

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

8.8 Breach of this clause

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

9. Enforcement

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

10. Termination

- (a) This Agreement will terminate:

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

11. Force Majeure

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

12. Review of this Agreement

- (a) During the Term of this Agreement, the Parties agree to act in good faith and a spirit of co-operation to promptly review and possibly amend or replace the Agreement. The Development Contributions will remain payable by Hera Resources until such time as:
- (i) The Parties agree to modify them; or
 - (ii) Subject to clause 12(b), the Development Consent is the subject of a Modification or a new but related Development Application; or
 - (iii) The Development is sold to another party at which time this Agreement may be reviewed and amended; or
 - (iv) The Development reaches the end of its operational life and closes; or

- (v) The Development is placed in 'care and maintenance' mode in which case the obligation to pay the Development Contribution is suspended from the date on which Hera Resources gives CSC written notice that the Development is in 'care and maintenance' mode, until operations are resumed.
- (b) CSC agrees that if the Development Consent is the subject of Minor Modifications, then the Community Enhancement Contributions and the Annual Road Maintenance Contributions will not be increased (except for CPI Adjustments).
- (c) In the event that clause 12(a) is triggered and both Parties are unable to agree to amend or replace the Agreement, the Agreement shall remain in force.
- (d) No modification or review of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.
- (e) Regardless, during the final year of the Development, the Parties agree to discuss any future related development plans and if appropriate negotiate a replacement for, or an extension of, this Agreement as determined by circumstances at the time. Until such time as a new Agreement is struck, this current Agreement shall remain in force as per the terms herein.

13. No Fetter

13.1 Discretion

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

13.2 No fetter

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

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

14. Notices

14.1 Notices

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

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

Name **Cobar Shire Council**

Attention: The General Manager

Address: 36 Linsley Street, PO Box 223, Cobar, NSW 2835

Email: mail@cobar.nsw.gov.au

Name **Hera Resources Pty Limited**

Attention: The General Manager

Federation Mine Project

Level 17, 144 Edward Street, Brisbane QLD 40001

Phone: 61 7 3180 5000

Email: office@aureliametals.com.au

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

15. GST

15.1 Defined GST terms

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

15.2 GST to be added to amounts payable

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

15.3 Tax invoice

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

15.4 GST obligations to survive termination

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

16. General

16.1 Relationship between Parties

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

16.2 Time for doing acts

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

16.3 Further assurances

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

16.4 Variation

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

16.5 Counterparts

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

16.6 Entire Agreement

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

16.7 Invalidity

- (a) A word or provision must be read down if:
 - (i) this Agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this Agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause 16.7(a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this Agreement will be void, voidable or unenforceable if it is not severed.

- (c) The remainder of this Agreement has full effect even if clause 16.7(b)(i) or 16.7(b)(ii) applies.

16.8 Waiver

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

16.9 Governing law and jurisdiction

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

Schedule 1 – Requirements under Section 7.4 of the Act

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

Requirement under the Act	This Planning Agreement
Planning instrument and/or development application – [Section 7.4 (1)]. Hera Resources has:	
(a) sought a change to an environmental planning instrument	No
(b) made, or proposes to make, a development application	Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies	No
Description of the land to which this Planning Agreement applies- [Section 7.4 (3)(a)]	Not applicable.
Description of the development to which this Planning Agreement applies – [Section 7.4 (3)(b)]	See the ‘Background’ section of the Agreement and the definition of Development in Clause 1.1.
The nature and extent, timing and manner of delivery of Development Contributions required by this document – [Section 7.4 (3)(c)]	See clause 5 of this Agreement.
Applicability of Section 7.11 (an amenity or services contribution) and Section 7.12 (a fixed development levy) of the Act – [Section 7.4 (3)(d)]	The Development Contributions agreed to in this Agreement shall be in complete and final satisfaction of all obligations of Hera Resources to make contributions including pursuant to section 7.11 and section 7.12 of the Act.
Applicability of section 7.24 (a special infrastructure contribution) of the Act – [Section 7.4 (3)(d)]	The application of section 7.24 of the Act is excluded.
Consideration of benefits under this Planning Agreement if section 7.11 applies – [Section 7.4 (3)(e)]	The Development Contributions agreed to in this Agreement shall be in complete and final satisfaction of all obligations of Hera Resources to make contributions including pursuant to section 7.11 and section 7.12 of the Act.
Mechanism for Dispute resolution – [Section 7.4 (3)(f)]	See clause 8 of this Agreement.
Enforcement of this document – [Section 7.4 (3)(g)]	See clause 9 of this Agreement.

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

Schedule 2: Explanatory Note

Hera Resources Pty Limited

and

Cobar Shire Council

Introduction

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

This explanatory note has been prepared in accordance with section 205 of the *Environmental Planning and Assessment Regulation 2021 (NSW)*. It will be exhibited with a copy of the Agreement when the Agreement is made available for inspection by the public in accordance with the Act, as specified by section 205 of the Regulation.

Parties to the Planning Agreement

The Parties to the Planning Agreement are Cobar Shire Council (**CSC**) and Hera Resources Pty Limited (**Hera Resources**).

Hera Resources has made an offer to enter into the Planning Agreement in connection with a State Significant Development (SSD-24319456) for the development of the Federation Mine Project (**Development**).

Hera Resources has negotiated a Planning Agreement with Bogan Shire Council, in whose LGA base metal concentrate will be hauled.

Description of the Subject Land

There is no land to which this planning agreement applies.

Description of the Development Application (Proposed Development)

Hera Resources Pty Limited ('Hera Resources') is a wholly owned and operated subsidiary of Aurelia Metals Limited ('Aurelia'). In the region Aurelia owns the Hera Mine at Nymagee and, through Peak Gold Mines, Pty Ltd, owns the Peak Mine at Cobar.

Hera Resources has been granted approval to develop the Federation Mine, a greenfield mining project 10 kilometres (km) south of the existing Hera Mine, and to haul the ore to and process it at the existing Hera Mine and the Peak Mine. Ore will be hauled via Burthong Road to Hera Mine and via Borthong Road, Priory Tank Road and Kidman Way to the Peak Mine. Processed concentrate from the Hera Mine will be hauled via Nymagee-Hermidale Road to the Hermidale Rail Siding and processed concentrate from the Peak Mine will be hauled via the Kidman Way and Barrier Highway to the Hermidale Rail Siding.

The Project involves the establishment and operation of an underground gold and metalliferous mine at the Federation site, including, inter alia:

- a) Mining approximately 6.95 million tonnes of ore comprising lead, zinc, gold, silver and copper minerals over a period of 12 to 14 years;
- b) Establishment of supporting surface infrastructure;
- c) Modifications at the existing Hera Mine to facilitate the processing of ore from the Federation Mine;

- d) Establishment of a services corridor between the Federation site and Hera Mine; and
- e) Consolidation and surrender of the existing approval for the Hera Mine.

The Project will impact the Cobar Local Government Area (LGA) and has physical and socio-economic consequences for the Cobar Shire Council (CSC) to manage, especially matters pertaining to Burthong Road and Priory Tank Road.

Over the life of the project, it is expected that an average of 477,000 tpa of ore may be hauled 10km between Federation Mine and the Hera Mine with the peak transport period expected to occur in FY28. Furthermore, an average of 80,000 tpa may be hauled 104km between Federation Mine and the Peak Mine with the peak transport period expected to occur in FY25.

Hera Resources and CSC have negotiated this Planning Agreement whereby Hera Resources agrees to provide Community Contributions to CSC to fund enhancement projects in Nymagee and the broader Cobar LGA and to pay an annual road maintenance contribution linked to the annual movement of the ore along said roads over the life of the Development.

Hera Resources has negotiated a Planning Agreement with Bogan Shire Council (BSC), in whose LGA base metal concentrate will be hauled between the Hera Mine and Hermidale rail siding.

Summary of Objectives, Nature and Effect of the Planning Agreement

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

The Planning Agreement provides that Hera Resources will make the following Development Contributions in respect of the Development until ore haulage operations are completed or suspended:

- a) Annual Community Enhancement Contributions of \$250,000 that will be spent directly in Nymagee and the broader Cobar LGA and focus on enhancing the livability of Nymagee and attracting and retaining people within Cobar. ;
- b) Annual payments in arrears for the maintenance of the Burthong Road and Priory Tank Road based on the actual tonnage of ore hauled from the Federation Mine to the Hera Mine and Peak Mine.

Assessment of Merits of Planning Agreement

Purpose of the Planning Agreement

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

CSC and Hera Resources are of the view that the provisions of the Planning Agreement provide a reasonable means of achieving a positive public purpose(s).

This is because the Development Contributions that are the subject of the Planning Agreement reflect there are broad tangible and intangible environmental, social and economic costs arising from the Development and the said contributions will assist CSC to provide needed material public benefits to its communities, namely through the application of the Community Enhancement Contribution and ongoing maintenance of the Burthong and Priory Tank Road's.

It is also acknowledged the Development will deliver significant social and economic benefits to the Nymagee community, greater Bogan and the Cobar LGAs and the state of NSW more generally. These benefits and impacts have been outlined in more detail in the Environmental Impact Statement.

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

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

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

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

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

How the Planning Agreement Promotes the Public Interest

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

How the Planning Agreement Promotes the Objects of the Act

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

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

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

Requirements in relation to Construction, Occupation and Subdivision Certificates

Clause 5 of the Planning Agreement sets out the timing for the payment of the Development Contributions.

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

Interpretation of Planning Agreement

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

Signing page

EXECUTED as a Deed.

SIGNED, SEALED AND DELIVERED by
Hera Resources Pty Limited
ABN 37 108 476 384 in accordance with
section 127 of the *Corporations Act 2001* (Cth)
by:

Signature of director

Full name (PRINT)

Date

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

Full name (PRINT)

Date

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

Signature of authorised delegate

Full name (PRINT)

Date

Signature of witness

Full name of witness (PRINT)

Date

Cobar Shire Council

Quarterly Budget Review Statement
for the period 01/10/23 to 31/12/23

Income & expenses budget review statement

Budget review for the quarter ended 31 December 2023

Income & expenses - Council Consolidated

	Original budget 2023/24	Approved changes				Revised budget 2023/24	Variations for this Dec Qtr	Notes	Projected year end result	Actual YTD figures
		Carry forwards	Other than by QBRs	Sep QBRs	Dec QBRs					
Income										
Administration	38,626,341		1,711,185	3,523,177	43,860,703			43,860,703	6,648,438	
Public order & safety	344,387				344,387			344,387	151,906	
Community services & education	9,077,125				9,077,125	1,785,511	1	10,862,636	5,815,458	
Housing & community amenities	937,404				937,404			937,404	3,513,045	
Water supplies	6,891,678			2,453,557	9,345,235			9,345,235	1,916,527	
Sewer supplies	3,840,973			(2,500,000)	1,340,973			1,340,973	1,207,932	
Manufacturing & construction	67,750				67,750			67,750	1,050	
Transport & communication	6,698,290			20,875,656	27,573,946	5,827,786	3	33,401,732	10,104,712	
Economic affairs	6,953,336				6,953,336			6,953,336	397,914	
Total income from continuing operations	73,437,284	-	1,711,185	24,352,390	99,500,859	7,613,297		107,114,156	29,756,982	
Expenses										
Administration	11,561,454				11,561,454			11,561,454	2,711,337	
Public order & safety	1,180,106				1,180,106			1,180,106	823,479	
Community services & education	9,114,000			500,000	9,614,000	2,630,265	1	12,244,265	6,543,040	
Housing & community amenities	3,413,897				3,413,897			3,413,897	1,946,418	
Water supplies	4,700,578				4,700,578			4,700,578	2,295,724	
Sewer supplies	1,325,815				1,325,815			1,325,815	711,987	
Manufacturing & construction	52,138				52,138			52,138	-	
Transport & communication	9,954,016			2,741,659	12,695,675	(100,000)	2	12,595,675	10,744,345	
Economic affairs	6,232,756				6,232,756			6,232,756	680,431	
Total expenses from continuing operations	47,534,759	-	-	3,241,659	50,776,418	2,530,265		53,306,683	26,456,761	
Net operating result from continuing operations	25,902,525	-	1,711,185	21,110,731	48,724,441	5,083,032		53,807,473	3,300,221	
Discontinued operations - surplus/(deficit)										
Net operating result from all operations	25,902,525	-	1,711,185	21,110,731	48,724,441	5,083,032		53,807,473	3,300,221	
Net operating result before capital items	(57,475)			(500,000)	(557,475)	(744,754)		(1,302,229)	(8,546,002)	

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/9/2023 and should be read in conjunction with the total QBRs report

Income & expenses budget review statement
Recommended changes to revised budget

Budget Variations being recommended include the following material items:

Notes	Details
1	Lilliane Brady Village additional forecast adjustments to income \$1.7m and expenditure \$2.6m (net \$844k)
2	Reduction to Shire Road expenditure of \$100k to fund additional cost to Airport sealing
3	Regional Local Roads Repair Program - additional funding \$5.7m

Cobar Shire Council

Capital budget review statement

Quarterly Budget Review Statement
for the period 01/10/23 to 31/12/23

Budget review for the quarter ended 31 December 2023

Capital budget - Council Consolidated

	Original budget 2023/24	Approved changes				Revised budget 2023/24	Variations for this Dec Qtr	Notes	Projected year end result	Actual YTD figures
		Carry forwards	Other than by QBRs	QBRs	QBRs					
				Dec QBRs						
				Mar QBRs						
Capital expenditure										
- Land & buildings	12,887,500	18,138,429	885,211	(11,239,534)	20,671,606	280,000	1	20,951,606	5,952,574	
- Plant & equipment	1,500,000	2,512,790		(1,000,000)	3,012,790			3,012,790	967,053	
- Other	1,745,000	2,283,011	475,000	(2,350,000)	2,153,011	150,000	2	2,303,011	718,112	
- Roads, bridges, footpaths	8,674,004	15,412,311	350,974	4,085,934	28,523,223	5,827,786	3	34,351,009	5,625,053	
Water supplies	2,400,000	4,824,509	100,000	(400,000)	6,924,509			6,924,509	578,705	
Sewer supplies	3,210,000	4,276,808		(2,500,000)	4,986,808			4,986,808	408,220	
Total capital expenditure	30,416,504	47,447,858	1,811,185	(13,403,600)	66,271,947	6,257,786		72,529,733	14,249,718	
Capital funding										
Rates & other united funding										
Capital grants & contributions	25,960,000		1,711,185	21,610,731	49,281,916	5,827,786	3	55,109,702	11,846,223	
Reserves:										
- External restrictions/reserves		17,872,000			17,872,000			17,872,000		
- Internal restrictions/reserves		5,726,000			5,726,000			5,726,000		
Receipts from sale of assets										
- Plant & equipment										
- Land & buildings									84,470	
Total capital funding	25,960,000	23,598,000	1,711,185	21,610,731	72,879,916	5,827,786		78,707,702	11,930,693	
Net capital funding - surplus/(deficit)	(4,456,504)	(23,849,858)	(100,000)	35,014,331	6,607,969	(430,000)		6,177,969	(2,319,025)	

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/6/2023 and should be read in conjunction with the total QBRs report

Capital budget review statement
Recommended changes to revised budget

Budget variations being recommended include the following material items:

Notes Details

1	Early Learning Centre internal fit out - \$109k out of restricted cash Transfer \$140k from Depot Upgrade to LBV Airconditioning renewal Euabalong Cricket Pitch - \$25k Increase Caravan Parking Area budget to \$130k
2	Drummond Park War Memorial - movement from restricted cash Oil Waste Disposal Compliance Upgrade - Domestic Waste Commercial Waste Bins Refurbish - Trade Waste
3	Regional Local Roads Repair Program - additional funding and expenditure \$5.7m Additional \$100k for Airport Sealing - funded from Operational Shire Road Budget

Contributions Register 2023-2024 (as at 31 December 2023)

s94 - Community Facilities		Opening Balance	Contributions Received	Interest Received	Expenditure	Balance as at End of Period
Subdivision Code 1989 as it relates to development contributions						
Section 94 Contributions Plan 5/93	0					0
Developer Contributions Plan 10/96						
Developer Contribution Plan 2000	11,839.26	0	0	0	0	11,839.26
TOTALS	11,839.26	0	0	0	0	11,839.26

s94 - Open Space		Opening Balance	Contributions Received	Interest Received	Expenditure	Balance as at End of Period
Developer Contribution Plan 2000		10,952.19	0	0	0	10,952.19
TOTALS		10,952.19	0	0	0	10,952.19

s94 - Cobar Local Infrastructure Contribution Plan 2012		Opening Balance	Contributions Received	Interest Received	Expenditure	Balance as at End of Period
Development Type A	0					0
Development Type B - Heavy Haulage	0					0
TOTALS	0	0	0	0	0	0

s64 - Water & Sewer		Opening Balance	Contributions Received	Interest Received	Expenditure	Balance as at End of Period
Developer Contribution Plan 2000 - Water	14,186.94	0	0	0	0	14,186.94
Developer Contribution Plan 2000 - Sewerage	97,583.98	0	0	0	0	97,583.98
TOTALS	111,770.92	0	0	0	0	111,770.92

s94a - Cobar Local Infrastructure Contribution Plan 2012		Opening Balance	Contributions Received	Interest Received	Expenditure	Balance as at End of Period
Development Type A	290,690.06	0	0	0	0	290,690.06
Development Type C	2,488,617.34	446,932.46	0	0	0	2,935,549.80
TOTALS	2,779,307.40	446,932.46	0	0	0	3,226,239.86

s64 - Development Servicing Plans for Water Supply & Sewerage Services 2013		Opening Balance	Contributions Received	Interest Received	Expenditure	Balance as at End of Period
s64 - Water (DSP Area 1 - Mount Hope)	0	0	0	0	0	0
s64 - Water (DSP Area 2 - Nymagee)	0	0	0	0	0	0
s64 - Water (DSP Area 3 - Cobar, Euabalong, Euabalong West)	83,119.48	0	0	0	0	83,119.48
s64 - Sewer	105,922.63	0	0	0	0	105,922.63
TOTALS	189,042.11	0	0	0	0	189,042.11

Voluntary Planning Agreement - Hera Resources		Opening Balance	Contributions Received	Interest Received	Expenditure	Balance as at End of Period
Community Fund	209,790.01	0	0	0	47,006.05	162,783.96
Road Contribution	266,790.21	0	0	0	0	266,790.21
TOTALS	476,580.22	0	0	0	47,006.05	429,574.17



COBAR SHIRE COUNCIL

Data Breach Policy

File: 1793

*Responsible Officer: Director Corporate &
Community Services*

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1. PRELIMINARY

Purpose

The purpose of this policy is to set out requirements of the mandatory notifiable data breach scheme that applies under the *Privacy and Personal Information Protection Act 1998* (PIIP Act).

Applicability

This policy applies to all Council employees.

Outcomes

The main objectives of this policy are to:

1. Provide guidance for responding to a breach of information held by Council.
2. Provide considerations around notifying persons whose privacy may be affected by the breach.
3. Assist Council in avoiding or reducing possible harm to both the affected individuals/ organisations and Council.
4. Prevent future breaches.

2. Policy Statement

This policy outlines Council's overall strategy for managing data breaches.

Council is committed to:

- preparing for, evaluating, responding to and reporting on data breaches at the appropriate level and in a timely fashion,
- mitigating potential harm to affected individuals and Council itself, and
- meeting the compliance obligations under the PIIP Act.

This Policy will be published on Council's website.

3. Introduction

1. What is an eligible data breach?

An 'eligible data breach' occurs where:

1. There is an unauthorised access (whether deliberate or accidental) to, or unauthorised disclosure of, personal information held by Council or there is a loss of personal information held by Council in circumstances that are likely to result in unauthorised access to, or unauthorised disclosure of, the information, and
2. A reasonable person would conclude that the access or disclosure of the information would be likely to result in serious harm to an individual to whom the information relates.

2. What is the Mandatory Notification of Data Breach (MNDB) scheme?

Mandatory Notification of Data Breach (MNDB) scheme applies to breaches of 'personal information' as defined in section 4 of the PPIP Act, meaning information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

The scheme also applies to 'health information,' defined in section 6 of the *Health Records and Information Privacy Act 2002* (HRIP Act), covering personal information about an individual's physical or mental health, disability, and information connected to the provision of a health service.

The scheme does not apply to data breaches that do not involve personal information or health information, or to breaches that are not likely to result in serious harm to an individual. Where the scheme does not apply, Council is not required to notify individuals or the Commissioner but should still take action to respond to the breach. Council may still provide voluntary notification to individuals where appropriate.

4.Procedure (Breach Response Plan)

The PPIP Act creates an MNDB scheme which requires public sector agencies, including councils, to notify the NSW Information and Privacy Commission (IPC) and affected individuals of data breaches involving personal or health information likely to result in serious harm. Therefore, not all data breaches are notifiable.

1. Any suspected data breach, whether accidental or deliberate, whether carried out by internal or external actors must be reported immediately to the Public Officer as the nominated Privacy Contact Officer under Cobar Shire Council Privacy management Plan.

Council's response to a data breach will be undertaken promptly to contain, assess and respond to data breaches efficiently, as well as to help minimise harm to affected individuals.

There are four key steps required in responding to a data breach or suspected breach:

- a. Contain the breach;
- b. Evaluate the associated risks;
- c. Consider notifying affected individuals; and
- d. Review and prevent a repeat.

The first three steps should be carried out concurrently where possible. The last step provides recommendations for long term solutions and prevention strategies.

2. If, after an initial investigation, the Public Officer suspects a notifiable data breach may have occurred, a reasonable and expeditious assessment must be undertaken to determine if the data breach is likely to result in serious harm to any individual affected.
3. Council's Public Officer will seek information to assess the suspected breach. In assessing a suspected breach, the Public Officer may require assistance and information from other areas of the Council and independent advice, depending on the circumstances.
4. There will then be an evaluation of the scope and possible impact of the breach.
5. The Public Officer will assess if a breach is likely to be notifiable and ensure appropriate actions, including reporting to the IPC.

6. An assessment of a known or suspected breach must be conducted expeditiously and where possible, should be completed within 30 days.
7. In all cases, the assessment will identify what actions must be taken including:
 - how to contain or minimise possible damage,
 - notification requirements and to whom, and
 - post incident review and preventative efforts.
8. These actions will be documented and acted upon as soon as possible.
9. A breach, which is assessed as likely to result in serious harm to individuals whose personal information is involved, is a notifiable data breach. Any breaches of this nature will be notified to the affected individuals and the IPC. Notice will include information about the breach and the steps taken in response to the breach.
10. Council will publish details of the incident on our website and cyber incident register.

If Council has responded quickly to the breach, and because of this action the data breach is not likely to result in serious harm, then the individuals and the IPC may not be contacted. However, Council may decide to advise the affected individuals about the incident where it may assist targets manage future threats and be alerted to suspicious activities.

The risk of serious harm will be assessed by considering both the *likelihood* of the harm occurring and the *consequences* of the harm.

Some of the factors that will be considered are:

Factors	Considerations
The type of personal information involved in the data breach.	Some kinds of personal information are more sensitive than others and could lead to serious consequences for individuals if accessed. Information about a person's health, documents commonly used for identity fraud (e.g., Medicare card, driver's licence) or financial information are examples of information that could be misused if the information is subject to disclosure.

Factors	Considerations
Circumstances of the data breach	<p>The scale and size of the breach may be relevant in determining the likelihood of serious harm. The disclosure of information relating to many individuals would normally lead to an overall increased risk of at least some of those people experiencing harm. The length of time that the information has been accessible is also relevant.</p> <p>Consideration must be given to who may have gained unauthorised access to information, and what their intention was (if any) in obtaining such access. It may be that there was a specific intention to use the information in a negative or malicious way.</p>
Nature of possible harm	<p>Consider the broad range of potential harm that could follow from a data breach including:</p> <ul style="list-style-type: none"> • identity theft, • financial loss, • threat to a person's safety, • loss of business or employment opportunities, <p>and</p> <ul style="list-style-type: none"> • damage to reputation (personal and professional).

5.ROLES AND RESPONSIBILITY

The Public Officer, as appointed under Council's Privacy Management Plan (the Director Corporate and Community Services), will coordinate the assessment of a suspected data breach in accordance with this Policy and ensure the requirements under the PPIP Act are met.

Notification to the IPC and internally within Council is the responsibility of the Public Officer.

Notification to individuals may be undertaken by the Public Officer or a Council Officer in the area in which the breach occurred after the Public Officer agrees to the action.

The Public Officer will consult Council's Data Breach Readiness Solution and involve the core crisis team as and when necessary.

6.LEGLISLATION AND SUPPORTING DOCUMENTS

Relevant Legislation, Regulations and Industry Standards include:

- Health Records and Information Privacy Act 2002
- Privacy and Personal Information Protection Regulation 2019
- NSW Government Information Classification, Labelling and Handling Guidelines(July 2015)

Relevant Council Policies and Procedures Include:

- Privacy Management Plan,
- Business Continuity Plan,
- ICT Policy and Procedures,
- Incident Management Response Plan, and
- Records Management Policy.

7.VARIATION AND REVIEW

The Data Breach Policy will be reviewed every term of Council, or earlier if deemed necessary, to ensure that it meets the requirements of legislation and the needs of Council. The term of the Policy does not expire on the review date, but will continue in force until superseded, rescinded or varied either by legislation or a new resolution of Council.



COBAR SHIRE COUNCIL

Investment Policy

File: P5-54

Responsible Officer: Finance Manager

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OBJECTIVES

The Policy provides a framework for the optimum investment of Council's funds. While exercising the power to invest, consideration is to be given to the preservation of capital, liquidity, and the return on investment. Council therefore has several primary objectives for its investment portfolio:

- Compliance with legislation, regulations, the prudent person tests of the Trustee Act and best practice guidelines;
- The preservation of the amount invested;
- To ensure the investment portfolio holds sufficient liquidity to meet all reasonably anticipated cash flow requirements, as and when they fall due, without incurring significant costs due to the unanticipated sale of an investment;
- To generate income from the investment that exceeds the performance benchmarks mentioned later in this document;
- To set boundaries for the exposure to market risk, credit risk and interest rate risk within the investment portfolio and the 'counterparty' exposure of the portfolio to individual institutions or products; and
- To establish a framework for monitoring investments. In addition, Council may nominate, and take account of, secondary objectives that are to the benefit of the community's broader interests. These can include:
 - Environmental, social and governance (ESG) or similar responsible investment and impact objectives.
 - Adhering to investment conditions of concessional loans from the State government.

RELATED LEGISLATION

All investments are to comply with the following:

- Local Government Act (1993);
- Local Government (General) Regulation (2021);
- Ministerial Investment Order;
- The Trustee Amendment (Discretionary Investments) Act (1997) – Section 14;
- Local Government Code of Accounting Practice and Financial Reporting;
- Australian Accounting Standards;
- Office of Local Government Investment Policy Guidelines; and
- Office of Local Government Circulars; Council's Investment Strategy will run in conjunction with this Investment Policy.

DELEGATION OF AUTHORITY

Authorities and investment responsibilities are defined within Council's Delegation Authority register. Authority for the implementation of the Investment Policy is delegated by Council to the General Manager in accordance with the Local Government Act 1993.

The General Manager has also delegated authority to invest surplus funds as follows:

- Director Corporate and Community Services (DCCS);
- Finance Manager (FM);
- other senior financial officers who have the requisite skills to undertake investment.
- functions (as per the Delegations Register).

Officers with delegated authority are required to acknowledge they have received a copy of this Policy and understand their obligations in this role.

PRUDENT PERSON STANDARD

The investments will be managed with the care, diligence and skill that a prudent person would exercise. As trustees of public monies, officers are to manage Council's investment portfolios to safeguard the portfolios in accordance with this Investment Policy, and not for speculative purposes.

ETHICS AND CONFLICT OF INTEREST

Officers shall refrain from personal activities that would conflict with the proper execution and management of Council's investment portfolio. This policy requires officers to disclose any conflict of interest to the General Manager.

Independent Advisors are also required to declare that they have no actual or perceived conflicts of interest.

AUTHORISED INVESTMENTS

Officers' delegated authority to manage Council's Investments is limited to investments allowed by the Ministerial Investment Order and include:

- Commonwealth/State/Territory Government security e.g. bonds.
- Interest bearing deposits issued by an authorised deposit-taking institution;
- Bills of exchange, (< 200 days duration), guaranteed by an authorised deposit taking institution;
- Debentures issued by NSW Local Government;
- NSW Treasury Corporation

PROHIBITED INVESTMENTS

This investment policy prohibits any investment carried out for speculative purposes including:

- Derivative based instruments;
- Principal only investments or securities that provide potentially nil or negative cash flow; and
- Stand-alone securities issued that have underlying futures, options, forwards, contracts and swaps of any kind.

This policy also prohibits the use of leveraging (borrowing to invest) of an investment or investments that are themselves leveraged.

RISK MANAGEMENT GUIDELINES

The following key criteria must be considered prior to placing investments:

- Preservation of Capital – the requirement for preventing losses in an investment portfolio's capital value.
- Diversification – the requirement to place investments in a broad range of products so as not to be overexposed to a particular sector of the investment market.
- Credit Risk – the risk that a product that Council has invested in fails to pay the interest and or repay the principal of an investment.
- Market Risk - the risk that the fair value or future cash flows (Market Value) of an investment will fluctuate due to changes in market prices.
- Liquidity Risk - the risk an investor is unable to redeem the investment at a fair price within a timely period.
- Maturity Risk – the risk relating to the length of term to maturity of the investment.
- The larger the term, the greater the length of exposure and risk to market volatilities.

COUNCIL'S ATTITUDE TO RISK

All Cobar Shire Council's investments must be made subject to the following minimum constraints:

- All investments must be of "investment grade" credit rating which implies that there is a better than "adequate" or "satisfactory" capacity to meet obligations.
- All investments should be dealt through reputable institutions with a Long Term Credit rating as per Table 1.
- All investments must be for a period no longer than the period over which the underlying liability could reasonably be expected to arise.
- Where there is no identified underlying liability the term to maturity of the investments must not exceed 10 years.
- The investment portfolio must be managed in such a way that Council is able to meet its cash flow obligations always.
- Real returns must be reasonably matched to be compatible with the rising cost of the infrastructure or assets the investment is to fund.
- Preservation of the capital component of all investments must be the highest priority.

INVESTMENT GUIDELINES/STRATEGY

1. Quotations on Investments

Not less than three (3) quotations shall be obtained from authorised institutions when an investment is proposed and will be authorised by two signatories.

2. Assessment of Cashflow

Investments should be placed for a term which best suits the cashflow requirements of Council but for no longer than the period forecasted in the Long Term Financial Plan, currently 10 years.

3. Preservation of Capital

a) Credit Risk

There are two types of Credit Ratings; Short- term credit ratings and Long-term credit ratings. N.B. The credit rating is as determined by Standard and Poor’s, Fitch and Moody’s.

Short-term credit ratings are an indication of the institutions capacity to meet short term financial commitments, i.e. less than 12 months.

Long-term credit ratings are an indication of the institution’s capacity to meet financial commitment over the long term, i.e. greater than 12 months and generally apply to the rating of the institution.

b) Diversification Risk

The following tables represent the maximum allowable investment with any one Financial Institution.

Long Term Credit Rating	Short Term Credit Rating	Portfolio Limit (under 12 months)	Portfolio Limit (Over 12 months)	Max Tenor
AAA	A-1+	100%	100%	N/A
AA+ to AA-	A-1+	100%	100%	5 years
A+ to A	A-1+	100%	100%	3 years
A-	A-1+	40%	40%	3 years
TcorpIM Funds		100%	100%	N/A

Where an institution is unrated (i.e. a Credit Union) but has a local presence (i.e. Cobar Shire), after careful consideration of the financial capacity of the institution, investments will be placed within the limitation of the Rating of A + or -, and only for periods less than 12 months.

Investments in TCorpIM Funds are diversified in terms of both counterparties and assets.

INVESTMENT ADVISOR

Council from time to time may seek independent advice from an approved and licence Investment Advisor as the Office of Local Government Guidelines about the investment strategy and/or specific investments. This advice must be in writing.

The investment advisor must be approved by Council and licensed by the Australian Securities and Investment Commission. The advisor must be an independent person who has no actual or potential conflict of interest in relation to investment products being recommended and is free to choose the most appropriate product within the terms and conditions of the investment policy.

The independent advisor is required to provide written confirmation that they do not have any actual or potential conflicts of interest in relation to the investments they are recommending or reviewing, including that they are not receiving any commissions or other benefits in relation to the investments being recommended or reviewed.

The NSW Government has provided a waiver to allow Council to engage NSW Treasury Corporation (TCorp) in the provision of investment advice. This waiver is necessary as TCorp is not licensed by ASIC.

REPORTING REQUIREMENTS

Documentary evidence must be held for each investment and details thereof maintained in an Investment Register. The documentary evidence must provide Council legal title to the investment.

Certificates must be obtained from the financial institutions confirming the amounts of investments held on Council's behalf as at 30 June each year and reconciled to the Investment Register.

All investments are to be appropriately recorded in Council's financial records and reconciled at least monthly.

A monthly report will be provided to Council. The report will detail the investment portfolio in terms of performance, percentage exposure of total portfolio, maturity date and changes in market value.

The Investment Policy will be reviewed as required in the event of legislative changes. The Investment Policy may also be changed because of other amendments that are to the advantage of Council and in the spirit of the policy. Any amendment to the Investment Policy must be by way of Council resolution.

ANNEXURE 1 – LOCAL GOVERNMENT ACT 1993 – INVESTMENT ORDER

LOCAL GOVERNMENT ACT 1993 – INVESTMENT ORDER (Relating to investments by councils)

I, the Hon. Barbara Perry MP, Minister for Local Government, in pursuance of section 625(2) of the *Local Government Act 1993* and with the approval of the Treasurer, do, by this my Order, notify for the purposes of section 625 of that Act that a council or county council may only invest money (on the basis that all investments must be denominated in Australian Dollars) in the following forms of investment:

- (a) any public funds or securities issued by or guaranteed by, the Commonwealth, any State of the Commonwealth or a Territory;
- (b) any debentures or securities issued by a council (within the meaning of the *Local Government Act 1993* (NSW));
- (c) interest bearing deposits with, or any debentures or bonds issued by, an authorised deposit-taking institution (as defined in the *Banking Act 1959* (Cwth)), but excluding subordinated debt obligations;
- (d) any bill of exchange which has a maturity date of not more than 200 days; and if purchased for value confers on the holder in due course a right of recourse against a bank which has been designated as an authorised deposit-taking institution by the Australian Prudential Regulation Authority;
- (e) a deposit with the New South Wales Treasury Corporation or investments in an Hour-Glass investment facility of the New South Wales Treasury Corporation;

All investment instruments (excluding short term discount instruments) referred to above include both principal and investment income.

Transitional Arrangements

- (i) Subject to paragraph (ii) nothing in this Order affects any investment made before the date of this Order which was made in compliance with the previous Ministerial Orders, and such investments are taken to be in compliance with this Order.
- (ii) Paragraph (i) only applies to those investments made before the date of this Order and does not apply to any restructuring or switching of investments or any re-investment of proceeds received on disposal or maturity of such investments, which for the avoidance of doubt must comply with this Order.

Key Considerations

An investment is not in a form of investment notified by this order unless it also complies with an investment policy of council adopted by a resolution of council.

All councils should by resolution adopt an investment policy that is consistent with this Order and any guidelines issued by the Chief Executive (Local Government), Department of Premier and Cabinet, from time to time.

The General Manager, or any other staff member, with delegated authority by a council to invest funds on behalf of a council must do so in accordance with the council's adopted investment policy.

Councils have a fiduciary responsibility when investing. Councils should exercise the care, diligence and skill that a prudent person would exercise in managing the affairs of other persons.

When exercising the power of investment councils should consider, but not be limited by, the risk of capital or income loss or depreciation, the likely income return and the timing of income return, the length of the term of the proposed investment, the liquidity and marketability of the proposed investment, the likelihood of inflation affecting the value of the proposed investment and the costs (including commissions, fees, charges and duties payable) of making the proposed investment.

Dated this 12th day of January 2011


Hon BARBARA PERRY MP
Minister for Local Government

ANNEXURE 2 – LOCAL GOVERNMENT (GENERAL) REGULATION 2021 – REG 212

Reports on council investments 212

Reports on council investments

(1) The responsible accounting officer of a council:

(a) must provide the council with a written report (setting out details of all money that the council has invested under section 625 of the Act) to be presented:

(i) if only one ordinary meeting of the council is held in a month, at that meeting, or

(ii) if more than one such meeting is held in a month, at whichever of those meetings the council by resolution determines, and

(b) must include in the report a certificate as to whether or not the investment has been made in accordance with the Act, the regulations and the council's investment policies.

(2) The report must be made up to the last day of the month immediately preceding the meeting.

Note: Section 625 of the Act specifies the way in which a council may invest its surplus funds.

ANNEXURE 3 – MINISTERIAL INVESTMENT ORDER



Circular No. 11-01
Date 17 February 2011
Doc ID. A232163

Contact Finance Policy Section
02 4428 4100
dlg@dlg.nsw.gov.au

REVISED MINISTERIAL INVESTMENT ORDER

A revised Investment Order pursuant to section 625 of the *Local Government Act 1993* has been issued. The Minister for Local Government signed the revised Order on 12 January 2011 and it was published in the NSW Government Gazette on 11 February 2011. It replaces the Order dated 31 July 2008. The revised Order is attached to this circular.

Changes to the Investment Order include:

- the removal of the ability to invest in the mortgage of land (part (c) of the Investment Order dated 31 July 2008)
- the removal of the ability to make a deposit with the Local Government Financial Services Pty Ltd (part (f) of the order dated 31 July 2008)
- the addition of "Key Considerations" in the revised Investment Order, which includes a comment that a council's General Manager, or any other staff, with delegated authority by a council to invest in funds on behalf of the council must do so in accordance with the council's adopted investment policy.

Councils are reminded that on 25 May 2010 the Division of Local Government issued Investment Policy Guidelines (Circular to Councils 10-11 refers). It is expected that all councils will by now have adopted an Investment Policy in accordance with the Guidelines.

Ross Woodward
Chief Executive, Local Government
A Division of the Department of Premier and Cabinet

Department of Local Government
5 O'Keefe Avenue NOWRA NSW 2541
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ANNEXURE 4 – TCORP WAIVER

Circular Details	Circular No 17-29 / 10 October 2017 / A524071
Previous Circular	10-11
Who should read this	Councillors / General Managers / Finance Staff
Contact	Policy Team – 02 4428 4100 or olg@olg.nsw.gov.au
Action required	Information

Investment Policy Guidelines – Interim TCorp Waiver

What's new or changing

- The NSW Government has provided a waiver to certain provisions within OLG's Investment Policy Guidelines to allow councils to engage NSW Treasury Corporation (TCorp) in the provision of investment advice.

What this will mean for your council

- Councils can now seek investment advice from TCorp as part of their financial and strategic planning processes.

Key points

- Section 5 of OLG's Investment Policy Guidelines requires councils to seek advice only from advisors licensed by the Australian Securities and Investments Commission, to obtain written confirmation that no actual or potential conflicts of interest exist, and to undertake separate reference checks of advisors.
- Those requirements have now been waived to the extent that councils wish to engage TCorp to provide advice about investments.
- The waiver applies only to TCorp and recognises its unique position as a public sector financial services provider. TCorp has in place a robust Conflicts Management Policy, which will apply to any advisory services provided to councils, and is accountable to NSW Treasury.
- Councils are reminded of their fiduciary responsibility when investing, and should exercise the care, diligence and skill that a prudent person would exercise in managing the affairs of other persons.
- OLG will undertake a broader review and update of the Ministerial Investment Order and Investment Guidelines in the coming months. OLG will consult with councils as part of that process.

Where to go for further information

- The Investment Policy Guidelines are available from the 'Resources' page of OLG's website at www.olg.nsw.gov.au.



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Acting Chief Executive

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Circular No. 11-01
Date 17 February 2011
Doc ID. A232163

Contact Finance Policy Section
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Councils are reminded that on 25 May 2010 the Division of Local Government issued Investment Policy Guidelines (Circular to Councils 10-11 refers). It is expected that all councils will by now have adopted an Investment Policy in accordance with the Guidelines.



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AMENDMENT LIST

INVESTMENT POLICY

VERSION	DATE ADOPTED	MINUTE NUMBER	DATE COMMENCED	NOTIFIED IN LOCAL PAPER
1	26.02.2009	6.2.2009	27.02.2009	N/A
2	28.07.2011	125.7.2011	29.07.2011	N/A
3	22.05.2014	94.5.2014	27.05.2014	N/A
4	26.09.2019	198.9.2019	26.09.2019	N/A
5				

**Regional Roads Maintenance
For Period 2023/24 - January**

Job Number	Description	January MTD	Actual YTD	Comments
195170001	Road Inspections Regional Roads - Regional Roads Block Grant Regional Roads Block Grant	\$ 1,109.99	\$ 8,235.27	
195171001	Traffic Facilities - Regional Roads Block Grant Regional Roads Block Grant	\$ -	\$ -	
195171002	Gravel Pit Licencing - Regional Roads Block Grant Regional Roads Block Grant	\$ -	\$ 7,500.00	
195172282	MR 228 Whitbarrow Way - Pavement M'tnce - Regional Roads Bloc Regional Roads Block Grant	\$ -	\$ 372.69	
195172283	MR 228 Whitbarrow Way - Vegetation M'tnce - Regional Roads B Regional Roads Block Grant	\$ -	\$ 2,320.00	
195172284	MR 228 Whitbarrow Way - Maintenance Grading - Regional Roads Regional Roads Block Grant	\$ -	\$ 5,936.68	
195172285	Regional Road Signage - Regional Roads Block Grant Regional Roads Block Grant	\$ -	\$ -	
195174070	MR 407 Mulya Road - General M'tnce - Regional Roads Block Gr Regional Roads Block Grant	\$ 1,376.37	\$ 16,721.73	
195174071	MR 407 Mulya Road - Pavement M'tnce - Regional Roads Block G Regional Roads Block Grant	\$ -	\$ 688.12	
195174072	MR 407 Mulya Road - Gravel Resheeting - Regional Roads Block Regional Roads Block Grant	\$ -	\$ -	
195174073	MR 407 Mulya Road - Vegetation M'tnce - Regional Roads Block Regional Roads Block Grant	\$ -	\$ 5,220.00	
195174074	MR 407 Mulya Road - Maintenance Grading - Regional Roads Blo Regional Roads Block Grant	\$ 4,385.54	\$ 89,044.74	Signage.
195174075	MR 407 Mulya Road - Sealing - Regional Roads Block Grant Regional Roads Block Grant	\$ -	\$ -	
195174110	MR 411 Tipping Way - General M'tnce - Regional Roads Block G Regional Roads Block Grant	\$ -	\$ 3,212.08	
195174111	MR 411 Tipping Way - Pavement M'tnce - Regional Roads Block Regional Roads Block Grant	\$ 7,211.73	\$ 33,164.52	Heavy patching in rough causeway areas.
195174112	MR 411 Tipping Way - Gravel Resheeting - Regional Roads Block Regional Roads Block Grant	\$ -	\$ -	
195174113	MR 411 Tipping Way - Vegetation M'tnce - Regional Roads Bloc Regional Roads Block Grant	\$ -	\$ 8,870.70	
195174114	MR 411 Tipping Way - Maintenance Grading - Regional Roads BI Regional Roads Block Grant	\$ -	\$ -	
195174115	MR 411 Tipping Way - Sealing - Regional Roads Block Grant Regional Roads Block Grant	\$ -	\$ 47,628.56	
195174160	MR 416 The Wool Track - General M'tnce - Regional Roads Bloc Regional Roads Block Grant	\$ 127.50	\$ 3,693.37	
195174161	MR 416 The Wool Track - Pavement M'tnce - Regional Roads Blo Regional Roads Block Grant	\$ -	\$ 3,753.19	
195174162	MR 416 The Wool Track - Gravel Resheeting - Regional Roads B Regional Roads Block Grant	\$ -	\$ -	
195174163	MR 416 The Wool Track - Vegetation M'tnce - Regional Roads B Regional Roads Block Grant	\$ -	\$ 6,960.00	
195174164	MR 416 The Wool Track - Maintenance Grading - Regional Roads Regional Roads Block Grant	\$ -	\$ 44,659.34	
195174165	MR 416 The Wool Track - Sealing - Regional Roads Block Grant Regional Roads Block Grant	\$ -	\$ -	
195174190	MR 419 Glenwood Road - General M'tnce - Regional Roads Block Regional Roads Block Grant	\$ 1,376.37	\$ 10,789.71	
195174192	MR 419 Glenwood Road - Gravel Resheeting - Regional Roads BI Regional Roads Block Grant	\$ -	\$ -	
195174193	MR 419 Glenwood Road - Vegetation M'tnce - Regional Roads BI Regional Roads Block Grant	\$ -	\$ 279.68	
195174194	MR 419 Glenwood Road - Maintenance Grading - Regional Roads Regional Roads Block Grant	\$ -	\$ 216.00	
195174230	MR 423 Lachlan Valley Way - General Maintenance - Regional R Regional Roads Block Grant	\$ 1,384.94	\$ 4,960.57	
195174231	MR 423 Lachlan Valley Way - Pavement Maintenance - Regional Regional Roads Block Grant	\$ 1,803.89	\$ 21,688.45	
195174610	MR 461 Priory Tank/Balowra Road - General Maintenance - Regiona Regional Roads Block Grant	\$ -	\$ 49,517.20	
195174611	MR 461 Priory Tank/Balowra Road - Pavement M'tnce - Regional Regional Roads Block Grant	\$ -	\$ 255.97	
195174612	MR 461 Priory Tank/Balowra Road - Gravel Resheeting - Regiona Regional Roads Block Grant	\$ -	\$ -	
195174613	MR 461 Priory Tank/Balowra Road - Vegetaion Maintain - Regiona Regional Roads Block Grant	\$ -	\$ 4,060.00	
195174614	MR 461 Priory Tank/Balowra Road - General Maintenance - Regiona	\$ -	\$ 935.53	
195175180	MR 7518 Fiftty Two Mile Road - General M'tnce - Regional Roads Regional Roads Block Grant	\$ -	\$ 12,988.65	
195175181	MR 7518 Fiftty Two Mile Road - Pavement M'tnce - Regional Road Regional Roads Block Grant	\$ -	\$ -	
195175182	MR 7518 Fiftty Two Mile Road - Gravel Resheeting - Regional Ro Regional Roads Block Grant	\$ -	\$ -	
195175183	MR 7518 Fiftty Two Mile Road - Vegetation M'tnce - Regional Ro Regional Roads Block Grant	\$ -	\$ 3,480.00	
195175184	MR 7518 Fiftty Two Mile Road - Maintenance Grading - Regional R Regional Roads Block Grant	\$ -	\$ 58,729.50	

**Regional Roads Maintenance
For Period 2023/24 - January**

Job Number	Description	January MTD	Actual YTD	Comments
195175185	MR7518 Fifty Two Mile Road - Sealing - Regional Roads Block G Regional Roads Block Grant	\$ -	\$ 1,153.45	
195175210	MR7521 Kiacatoo Road - General M'tnce - Regional Roads Block Regional Roads Block Grant	\$ -	\$ 511.29	
195175211	MR7521 Kiacatoo Road - Pavement M'tnce - Regional Roads Bloc Regional Roads Block Grant	\$ 389.22	\$ 9,523.09	
195175212	MR7521 Kiacatoo Road - Gravel Resheeting - Regional Roads BI Regional Roads Block Grant	\$ -	\$ 40,360.02	
195175213	MR7521 Kiacatoo Road - Vegetation M'tnce - Regional Roads BI Regional Roads Block Grant	\$ -	\$ 251.69	
195175214	MR7521 Kiacatoo Road - Maintenance Grading - Regional Roads Regional Roads Block Grant	\$ -	\$ 680.05	
195175220	MR7522 The Wool Track - General M'tnce - Regional Roads Bloc Regional Roads Block Grant	\$ 41.81	\$ 41.81	
195175222	MR7522 The Wool Track - Gravel Resheeting - Regional Roads B Regional Roads Block Grant	\$ -	\$ -	
195175223	MR7522 The Wool Track - Vegetation M'tnce - Regional Roads B Regional Roads Block Grant	\$ -	\$ -	
195175224	MR7522 The Wool Track - Maintenance Grading - Regional Roads Regional Roads Block Grant	\$ -	\$ 168,258.69	
195176100	MR 461 Priory Tank/Balowra Road - General Maintena - Regiona Regional Roads Block Grant	\$ -	\$ -	
195176800	MR 68 Curranyalpa Road - General Maintenance - Regional Road Regional Roads Block Grant	\$ -	\$ 1,363.13	
195176802	MR 68 - Gravel Resheeting - Regional Roads Block Grant Regional Roads Block Grant	\$ -	\$ -	
195176803	MR 68 - Vegetation M'tnce - Regional Roads Block Grant Regional Roads Block Grant	\$ -	\$ -	
195176804	MR 68 Curranyalpa Road - Maintenance Grading - Regional Road Regional Roads Block Grant	\$ -	\$ 1,935.00	
195179000	MR 7524 Frederick St - Highway to Louth Rd - Regional Roads Regional Roads Block Grant	\$ -	\$ -	
		\$ 19,207.36	\$ 679,960.47	

Budget for 2023/2024 \$ 1,948,481.00
 Revised Budget for 2023/2024 \$ 1,948,481.00
 Total YTD \$ 679,960.47
 Balance \$ 1,268,520.53

**Shire Roads Maintenance
For Period 2023/24 - January**

Job Number	Description	January MTD	Actual YTD	Comments
192166001	Road Inspections Shire Roads - Rural Roads (Shire) Rural Roads (Shire)	\$ 19,327.11	\$ 184,665.76	Shire road inspections
192166002	All Shire Roads Expenditure - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 915.93	
192166004	Gravel Pit Licencing - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 43,072.92	
192166005	Bore Expenditure - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 38.21	
192166010	SR1 Buckanbe Road/Budda Road - Graveling - Rural Roads (Shi Rural Roads (Shire)	\$ -	\$ 1,781.09	
192166011	SR1 Buckanbe Road/Budda Road - Maintenance Grading - Rural R Rural Roads (Shire)	\$ 355.20	\$ 150,597.88	
192166012	SR1 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166020	SR2 Seventy Eight Mile Road - Graveling - Rural Roads (Shir Rural Roads (Shire)	\$ -	\$ 79,249.92	
192166021	SR2 Seventy Eight Mile Road - Maintenance Grading - Rural Ro Rural Roads (Shire)	\$ 8,661.61	\$ 170,829.66	
192166022	SR2 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166030	SR3 Nelyambo Bridge Road - General Maintenance - Rural Roads Rural Roads (Shire)	\$ 7,201.65	\$ 1,455.58	Spreading sand for a bore tank to be installed.
192166031	SR3 Nelyambo Bridge Road - Maintenance Grading - Rural Roads Rural Roads (Shire)	\$ -	\$ -	
192166032	SR3 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166041	SR4 Gidgee Road - Maintenance Grading - Rural Roads (Shire) Rural Roads (Shire)	\$ 5,163.75	\$ 56,520.34	Grading.
192166042	SR4 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166050	SR5 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166051	SR5 - Maintenance Grading - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166052	SR5 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166060	SR6 - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166061	SR6 Pulpulla Road - Maintenance Grading - Rural Roads (Shire Rural Roads (Shire)	\$ 1,078.42	\$ 1,783.40	
192166062	SR6 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 3,480.00	
192166070	SR7 Mount Gap Road - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166071	SR7 Mount Gap Road - Maintenance Grading - Rural Roads (Shir Rural Roads (Shire)	\$ 1,848.20	\$ 4,186.36	
192166072	SR7 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166080	SR8 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166081	SR8 Coomeratta Road - Maintenance Grading - Rural Roads (Shi Rural Roads (Shire)	\$ 7,229.25	\$ 46,595.13	Grading.
192166082	SR8 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166090	SR9 - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166091	SR9 Neckerbo Road - Maintenance Grading - Rural Roads (Shire Rural Roads (Shire)	\$ -	\$ 2,470.89	
192166092	SR9 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 242.86	
192166100	SR10 - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166101	SR10 Belarabon Road - Maintenance Grading - Rural Roads (Shi Rural Roads (Shire)	\$ 1,957.76	\$ 68,420.05	
192166102	SR10 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 2,468.67	
192166110	SR11 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 1,490.49	
192166111	SR11 Bloomfield Road - Maintenance Grading - Rural Roads (Sh Rural Roads (Shire)	\$ -	\$ 180.24	
192166112	SR11 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ 2,398.61	\$ 2,398.61	Installation of signage.
192166120	SR12 Yathong Road - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166121	SR12 Yathong Road - Maintenance Grading - Rural Roads (Shire Rural Roads (Shire)	\$ 5,129.79	\$ 36,409.72	Preparing bore site.
192166122	SR12 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ 1,530.52	\$ 1,530.52	
192166130	SR13 - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 9,595.00	

Shire Roads Maintenance
For Period 2023/24 - January

Job Number	Description	January MTD	Actual YTD	Comments
192166131	SR13 Bedooba Road - Maintenance Grading - Rural Roads (Shire Rural Roads (Shire)	\$ 9,101.71	\$ 105,981.51	Contour and detailed survey. Installed new grid.
192166132	SR13 Lerida Road - Vegetation Maintenance - Rural Roads (Shi Rural Roads (Shire)	\$ 2,489.28	\$ 11,996.45	Slashing.
192166133	SR13 Lerida Road - Maintenance Sealed Length - Rural Roads (Rural Roads (Shire)	\$ -	\$ 277.75	
192166140	SR14 Manuka Road - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166141	SR14 Manuka Road - Maintenance Grading - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166142	SR14 Manuka Road - Vegetation Maintenance - Rural Roads (Shi Rural Roads (Shire)	\$ -	\$ -	
192166150	SR15 Shuttleton Road - General Maintenance - Rural Roads (Sh Rural Roads (Shire)	\$ -	\$ -	
192166151	SR15 Shuttleton Road - Maintenance Grading - Rural Roads (Sh Rural Roads (Shire)	\$ -	\$ 504.00	
192166152	SR15 Shuttleton Road - Vegetation Maintenance - Rural Roads Rural Roads (Shire)	\$ -	\$ -	
192166160	SR16 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166161	SR16 Sandy Creek Road - Maintenance Grading - Rural Roads (Rural Roads (Shire)	\$ -	\$ 6,724.31	
192166162	SR16 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166170	SR17 - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ 222.41	\$ 423.75	
192166171	SR17 Merri Road - Maintenance Grading - Rural Roads (Shire) Rural Roads (Shire)	\$ 239.44	\$ 4,461.77	
192166172	SR17 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166180	SR18 - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ 722.84	\$ 924.18	
192166181	SR18 Bruce Cullenward Road - Maintenance Grading - Rural Roa Rural Roads (Shire)	\$ 338.47	\$ 338.47	
192166182	SR18 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 1,160.00	
192166190	SR19 Burthong Road - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ 728.67	\$ 728.67	
192166191	SR19 Burthong Road - Maintenance Grading - Rural Roads (Shir Rural Roads (Shire)	\$ -	\$ 7,677.00	
192166192	SR19 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166200	SR20 - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166201	SR20 Grain Road - Maintenance Grading - Rural Roads (Shire) Rural Roads (Shire)	\$ 647.70	\$ 41,906.81	
192166202	SR20 Grain Road - Vegetation Maintenance - Rural Roads (Shi Rural Roads (Shire)	\$ -	\$ 1,843.19	
192166203	SR20 Grain Road - Maintenance Sealed Length - Rural Roads (Rural Roads (Shire)	\$ 220.63	\$ 4,136.97	
192166210	SR21 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 383.02	
192166211	SR21 Tallebung Road - Maintenance Grading - Rural Roads (Shi Rural Roads (Shire)	\$ -	\$ 180.03	
192166212	SR21 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ 399.67	\$ 399.67	
192166220	SR22 - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 1,361.96	
192166221	SR22 Round Hill Road - Maintenance Grading - Rural Roads (Sh Rural Roads (Shire)	\$ -	\$ 2,821.77	
192166222	SR22 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 201.34	
192166230	SR23 Booberoi Road - General Maintenance - Rural Roads (Shir Rural Roads (Shire)	\$ -	\$ 100,660.98	
192166231	SR23 Booberoi Road - Maintenance Grading - Rural Roads (Shir Rural Roads (Shire)	\$ -	\$ 65,278.64	
192166232	SR23 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ 936.32	\$ 1,325.88	
192166240	SR24 Mount Grace Road - Graveling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 809.11	
192166241	SR24 Mount Grace Road - Maintenance Grading - Rural Roads (S Rural Roads (Shire)	\$ 222.41	\$ 20,927.72	
192166242	SR24 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166250	SR25 Wilgaroon Road - General Maintenance - Rural Roads (Shi Rural Roads (Shire)	\$ -	\$ -	
192166251	SR25 Wilgaroon Road - Maintenance Grading - Rural Roads (Shi Rural Roads (Shire)	\$ -	\$ 64.58	
192166252	SR25 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	

Shire Roads Maintenance
For Period 2023/24 - January

Job Number	Description	January MTD	Actual YTD	Comments
192166260	SR26 - Gravelling - Rural Roads (Shire) Rural Roads (Shire)	\$ 2,307.46	\$ 2,307.46	Maintenance on floodway.
192166261	SR26 Wilga Downs Road - Maintenance Grading - Rural Roads (Shire)	\$ -	\$ 2,094.71	
192166262	SR26 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 5,800.00	
192166270	SR27 Cooneybar Road - Gravelling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166271	SR27 Cooneybar Road - Maintenance Grading - Rural Roads (Shi Rural Roads (Shire)	\$ 2,091.01	\$ 17,957.16	Repairing sirens on stock race.
192166272	SR27 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166280	SR28 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166281	SR28 Yimkin Road - Maintenance Grading - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166282	SR28 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166290	SR29 - Gravelling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166291	SR29 Booroombugga Road - Maintenance Grading - Rural Roads (S Rural Roads (Shire)	\$ 654.08	\$ 654.08	
192166292	SR29 Booroombugga Road - Vegetation Maintenance - Rural Roads Rural Roads (Shire)	\$ -	\$ -	
192166300	SR30 - Gravelling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166301	SR30 Canbelego Road - Maintenance Grading - Rural Roads (Sh Rural Roads (Shire)	\$ -	\$ -	
192166302	SR30 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166310	SR31 - Gravelling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166311	SR31 Moolah Road - Maintenance Grading - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 1,898.28	
192166312	SR31 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166320	SR32 - Gravelling - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166321	SR32 Developmental Road - Maintenance Grading - Rural Roads Rural Roads (Shire)	\$ -	\$ 71.40	
192166322	SR32 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166330	SR33 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 840.00	
192166331	SR33 Nymagee Station Road - Maintenance Grading - Rural Road Rural Roads (Shire)	\$ -	\$ -	
192166332	SR33 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166340	SR34 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166341	SR34 Wallacevale Road - Maintenance Grading - Rural Roads (S Rural Roads (Shire)	\$ -	\$ -	
192166342	SR34 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166350	SR35 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166351	SR35 Osterly Downs Road - Maintenance Grading - Rural Roads Rural Roads (Shire)	\$ -	\$ -	
192166352	SR35 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166360	SR36 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166361	SR36 Palesthan Road - Maintenance Grading - Rural Roads (Shi Rural Roads (Shire)	\$ 5,698.74	\$ 5,698.74	Purchase of railway crossing signage.
192166362	SR36 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166370	SR37 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166371	SR37 Bimbella Road - Maintenance Grading - Rural Roads (Shir Rural Roads (Shire)	\$ -	\$ -	
192166372	SR37 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166380	SR38 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166381	SR38 CSA Access Road - Grader Maintenance - Rural Roads (Shi Rural Roads (Shire)	\$ -	\$ -	
192166382	SR38 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 522.00	
192166383	SR38 - Sealed Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166390	SR39 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	

**Shire Roads Maintenance
For Period 2023/24 - January**

Job Number	Description	January MTD	Actual YTD	Comments
192166391	SR39 Coombie Road - Maintenance Grading - Rural Roads (Shire Rural Roads (Shire)	\$ -	\$ -	
192166392	SR39 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166400	SR40 Filtration Plant Road - General Maintenance - Rural Ro Rural Roads (Shire)	\$ -	\$ -	
192166401	SR40 Filtration Plant Road - Grader Maintenance - Rural Road Rural Roads (Shire)	\$ -	\$ -	
192166402	SR40 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166403	SR40 - Sealed Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166410	SR41 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166411	SR41 Tilpa Weir Road - Maintenance Grading - Rural Roads (Sh Rural Roads (Shire)	\$ -	\$ 547.70	
192166412	SR41 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166420	SR42 Endeavor Mine Road - General Maintenance - Rural Roads Rural Roads (Shire)	\$ -	\$ -	
192166421	SR42 Endeavor Mine Road - Grader Maintenance - Rural Roads (Rural Roads (Shire)	\$ -	\$ -	
192166422	SR42 Endeavor Mine Road - Vegetation Maintenance - Rural Roa Rural Roads (Shire)	\$ -	\$ -	
192166423	SR42 Endeavor Mine Road - Sealed Maintenance - Rural Roads (Rural Roads (Shire)	\$ -	\$ 192.77	
192166430	SR43 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166431	SR43 Sewerage Works Road - Maintenance Grading - Rural Roads Rural Roads (Shire)	\$ -	\$ -	
192166432	SR43 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166440	SR44 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166441	SR44 Old Reservoir Road - Maintenance Grading - Rural Roads Rural Roads (Shire)	\$ -	\$ -	
192166442	SR44 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166450	SR45 - General Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166451	SR45 - Grader Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166452	SR45 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166453	SR45 - Sealed Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166460	SR46 - Gravel & Seal - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ -	
192166461	SR46 Rosevale Road - Maintenance Grading - Rural Roads (Shir Rural Roads (Shire)	\$ -	\$ 14,117.27	
192166462	SR46 - Vegetation Maintenance - Rural Roads (Shire) Rural Roads (Shire)	\$ -	\$ 8,865.00	
192166481	SR48 Euabalong Tip Road - Maintenance Grading - Rural Roads Rural Roads (Shire)	\$ -	\$ 461.53	
192168009	SR 9 - Neckarboo - Rural Roads (Shire)	\$ -	\$ 1,153.45	
	Budget for 2023/2024	\$ 88,902.71	\$ 1,327,060.31	
	Total YTD		\$ 2,105,099.00	
	Balance		\$ 1,327,060.31	
			\$ 778,038.69	

**Capital
For Period 2023/24 - January**

Job Number	Description	2023/24 Full Year Budget	January MTD	Actual YTD	Comments
100055650	SR10 Belarabon Rd - Resheet - General Fund - Capital	\$ 200,000.00	\$ -	\$ 102,426.50	
100055082	Roads to Recovery	\$ 1,085,000.00	\$ -	\$ -	
100055109	SR12 - Yathong - Gravel Fixing Local Roads (\$2.9M f - General	\$ 123,741.00	\$ -	\$ 82,355.23	
100055140	Upgrade & Seal Auxiliary Runway 17/35 (LRCI 3) - General Fun	\$ 973,652.00	\$ -	\$ 32,632.00	
100055151	Shire Wide Culverts - General Fund - Capital	\$ 762,958.00	\$ -	\$ 224,623.56	
100055153	Lachlan Valley Way Culverts - General Fund - Capital	\$ 694,815.00	\$ -	\$ 12,525.00	
100055191	RR7518 - Fifty Two Mile Road Seal - RLRRP	\$ 850,000.00	\$ 1,498.66	\$ 679,627.05	
100055194	SR1 Buckanbe Rd - General Fund - Capital	\$ 96,053.00	\$ -	\$ 118,151.83	
100055201	R4R9 - 015.5 - Footpath Connector and DDA Project - General	\$ 1,117,824.00	\$ -	\$ 2,283.64	
100055501	R4R-9 015.3 Booberoi Road Bridge Replacement - General Fund	\$ 2,730,327.00	\$ -	\$ 62,005.00	
100055502	R4R-9 015.4 Round Hill Road Bridge Replacement - General Fun	\$ 2,730,327.00	\$ -	\$ 62,495.00	
100055520	MR416 - The Wool Track - Seal Extension RNSW2716	\$ 7,139,004.00	\$ -	\$ -	
100055706	Grant Funding SR20 Grain Road Seal Extension (FLR - General	\$ 3,533,305.00	\$ -	\$ 1,225,217.75	
100055735	SR26 Wilga Downs Rd - Fixing Local Roads (\$250k R2 - General	\$ 287,283.00	\$ -	\$ 33,358.36	
100055860	Cobar Industrial Estate Road and Storm Water Upgra - General	\$ 4,604,076.00	\$ 61,370.45	\$ 857,284.54	Purchase of pipes, rent for storage yard for box culverts and project management.
100055885	Shire Roads Resealing - General Fund - Capital (Louth Road)	\$ 160,648.96	\$ -	\$ -	
100055886	Regional and Local Road Repair Program	\$ 8,963,720.00	\$ 168,875.09	\$ 2,185,747.80	2 coat seal on Coobar St, stabilising on Tipping Way, gravel resheeting on 52 Mile.
100055133	LRCI4 Bore Replacement Program	\$ 275,000.00	\$ -	\$ -	
100055039	LRCI4 Footpath Reinstatement in Marshall Street	\$ 350,947.00	\$ -	\$ -	
100055058	Caravan Parking Area - adjacent to Heritage Park	\$ 100,000.00	\$ -	\$ 121,161.57	
100055840	Urban Street Reseals - Yathong Culverts	\$ 39,351.04	\$ -	\$ 30,041.04	
	SUBTOTAL	\$ 36,778,680.96	\$ 231,744.20	\$ 5,801,894.83	
VPA		\$ -	\$ -	\$ -	
100055202	VPA Burthong Road Maintenance - General Fund - Capital	\$ -	\$ -	\$ -	
100055505	MR.228 Whitbarrow Way Maintenance - VPA	\$ -	\$ -	\$ -	
	SUBTOTAL	\$ 266,790.00	\$ -	\$ -	

Budget for 2023/2024

Total YTD

Balance

\$ 37,045,470.96

\$ 5,801,894.83

\$ 31,243,576.13

Flood Damage
For Period 2023/24 - January

Job Number	Description	January, MTD	Actual YTD	Comments
Shire Roads				
197164101	SR1 - Flood Damage (EPA)	\$ -	\$ -	
197164103	SR3 - Flood Damage (EPA)	\$ -	\$ -	
197164107	SR7 - Flood Damage (EPA) - Flood & Drought Damage - Shire Ro	\$ -	\$ -	
197164109	SR9 - Flood Damage (EPA)	\$ -	\$ -	
197164110	SR10 - Flood Damage (EPA)	\$ -	\$ 18,725.00	
197164111	SR11 - Flood Damage (EPA) - Flood & Drought Damage - Shire R	\$ -	\$ -	
197164112	SR12 - Flood Damage (EPA) - Flood & Drought Damage - Shire R	\$ -	\$ -	
197164115	SR15 - Flood Damage (EPA)	\$ -	\$ 1,845.00	
197164116	SR16 - Flood Damage (EPA)	\$ -	\$ 9,390.69	
197164117	SR17 - Flood Damage (EPA)	\$ -	\$ -	
197164118	SR18 - Flood Damage (EPA)	\$ -	\$ -	
197164119	SR19 - Flood Damage (EPA)	\$ -	\$ 45,227.50	
197164125	SR25 - Flood Damage (EPA) - Flood & Drought Damage - Shire R	\$ -	\$ -	
197164132	SR32 - Flood Damage (EPA)	\$ -	\$ 251,695.00	
197164133	SR33 - Flood Damage (EPA)	\$ -	\$ 1,845.00	
197164146	SR46 - Flood Damage (EPA)	\$ -	\$ 102,966.95	
197165104	SR4 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ -	\$ 2,625.00	
197165109	SR9 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ -	\$ 8,260.00	
197165111	SR11 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ 3,030.89	\$ 3,030.89	Flood damage grading.
197165112	SR12 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ 24,233.37	\$ 24,233.37	Flood damage grading.
197165113	SR13 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ 3,137.86	\$ 49,822.86	Flood damage grading.
197165115	SR15 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ -	\$ 60,008.50	
197165119	SR19 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ -	\$ 90,042.50	
197165120	SR20 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ -	\$ -	
197165131	SR31 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ -	\$ 14,455.00	
197165133	SR33 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ -	\$ 17,404.50	
197165135	SR35 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ -	\$ 29,470.00	
197165146	SR46 - Flood Damage - Flood & Drought Damage - Shire Roads	\$ -	\$ 9,940.00	
197166003	Shire roads Pothole Repair Program	\$ 8,750.00	\$ 492,958.21	Pothole repair.
SUBTOTAL		\$ -	\$ 1,233,945.97	
Regional Roads				
197168068	MR68 - Flood Damage (EPA)	\$ -	\$ -	
197168461	MR461 - Flood Damage (EPA)	\$ -	\$ -	
198168416	MR416 - Flood Damage (EPA) - Flood & Drought Damage - Region	\$ -	\$ 8,750.00	
198168518	MR518 - Flood Damage (EPA) - Flood & Drought Damage - Regio	\$ -	\$ 15,850.00	
197168521	MR7521 - Flood Damage (EPA)	\$ -	\$ 990,525.85	
198168522	MR7522 - Flood Damage (EPA) - Flood & Drought Damage - Regio	\$ -	\$ -	
198169419	MR419 - Flood Damage - Flood & Drought Damage - Regional Roa	\$ -	\$ 100,860.00	
198169423	MR423 - Flood Damage - Flood & Drought Damage - Regional Roa	\$ -	\$ 1,155.00	
198169521	MR7521 - Flood Damage - Flood & Drought Damage - Regional Ro	\$ -	\$ 10,187.40	

**Flood Damage
For Period 2023/24 - January**

Job Number	Description	January MTD	Actual YTD	Comments
198169060	Flood Damage - Consultant - Flood & Drought Damage - Regiona	\$ 22,780.00	\$ 132,533.79	Damage inspection for latest rain event.
195170003	Regional Roads Pothole Repair Program	\$ -	\$ 112,071.87	
SUBTOTAL		\$ 22,780.00	\$ 1374,933.91	

Funding Body	Description	Approved	Comments
TfNSW	Essential Public Asset Restoration for Nov 2021 Flood Event and Onwards	\$ 2,985,086.00	
TfNSW	Pothole Repair Program	\$ 769,561.00	
TfNSW	Essential Public Asset Restoration for Sep 2022 Flood Event and Onwards	\$ 1,229,786.34	
TfNSW	Emergency Works for Jan 2024 Rain Event	\$ -	Awaiting NDD
		\$ 4,984,433.34	