

Strategy and Assets Committee

Meeting Date: Tuesday, 11 June, 2019

Location: Council Chambers, City Administrative Centre, Bridge Road, Nowra

Attachments (Under Separate Cover)

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**Geographical
Names Board**

Geographical Names Board of NSW Policy

Place Naming

September 2018

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6 May 16	6.1	New section on changing names	B Hirst / B Goodchild

Repeals and Review

The policies identified in this document are consistent with national and international best practice. They repeal all existing Geographical Names Board of NSW (GNB) policies and guidelines in respect to geographical naming in NSW, apart from those included in the NSW Addressing User Manual, which are complementary to these policies. They do not apply retrospectively, and any arrangements that predate these rules are not necessarily subject to its terms.

Recognition of any existing NSW geographical name that does not conform to these policies does not establish a precedent for any future naming proposal.

This document is to be revised annually or as required. Where minor changes are required, the GNB must ensure the version number is updated. However, where changes in legislation or operating environment result in substantive rewriting of the document, the sponsor must create a new document and ensure it is entered into TRIM (electronic file management system). This will ensure the integrity of the original document.

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1 Scope

This policy applies to the operations of the GNB and its Secretariat.

2 Responsibilities

Geographical Names Board

The GNB is responsible for the governance of this policy.

Department of Finance, Services and Innovation (DFSI)

DFSI is responsible for the administrative management, technical support and promotion of the policy under the auspices of the GNB.

3 Glossary

Act	<i>Geographical Names Act 1966 No 13</i>
CGNA / PCPN	Committee of Geographic Names of Australasia – now renamed the Permanent Committee on Place Names. Part of ICSM
GNB / Board	Geographical Names Board of NSW as constituted under the Act
DFSI	Department of Finance, Services and Innovation
Gazetteer	List of geographical names. In NSW the Geographical names gazetteer is stored in the Geographical Names Register database.
Geographical name	The name of a place as determined by the provisions of the Act and been notified in the Gazette as a geographical name, but does not include a name which has ceased to be a geographical name under the Act.
GNB (the GNB)	Geographical Names Board as constituted under the Act
ICSM	Intergovernmental Committee on Surveying and Mapping
Place	Defined by the Act as <i>'any geographical or topographical feature or any area, district, division, locality, region, city, town, village, settlement or railway station or any other place within the territories and waters of the State of New South Wales but does not include any road, any area (within the meaning of the Local Government Act 1993) or area of operations of a county council (within the meaning of that Act), any electoral district under the Parliamentary Electorates and Elections Act 1912, any school or any place or place within a class of places to which the provisions of this Act do not apply by virtue of the regulations.'</i>
Recorded name	Defined by the Act as <i>'the name of a place as it appears on a Lands Department map or, where the name of a place appears differently on two or more such maps, the name of that place as it appears on whichever of those maps was published later than the other or others.'</i>
Road / Road Naming Authority	Road and Road Naming Authority are defined under the <i>Roads Act 1993</i> and summarised in section 5.3 of the <i>NSW Address policy</i>
Secretariat	GNB secretariat appointed in accordance with section 4 of the Act
Spatial Services	A division of the Department of Finance, Service and Innovation (DFSI). Spatial Services is the government body responsible for the implementation of the Geographical Names Act.

4 Introduction

Consistent use of accurate place names is an essential element of effective communication worldwide, and supports socio-economic development, conservation and national infrastructure. (Permanent Committee on Place Names)

Department of Finance, Services and Innovation, Spatial Services and the GNB have statutory responsibility to establish, update, preserve and publicise place naming in New South Wales.

The *Geographical Names Act 1966* recognises the importance of unambiguous and official place names. Place names reflect the relationship between people and place and create a link that forms the basis for communication, location and addressing. Clear and unambiguous place names are essential for emergency services, postal and service delivery as well as professional and personal navigation.

The GNB is committed to recognising our Aboriginal cultural heritage by registering place names given by Aboriginal people so that they can be assigned as geographical names alone or used alongside existing non-Aboriginal names.

The GNB is committed to open and transparent practices and procedures in the selection of place names. This document brings together the policies adopted by the GNB and enables all interested parties to understand why specific names are selected.

The policies detailed in this document are consistent with national and international policies, guidelines and practices.

5 Legislation and Authority

As set out in the *Geographical Names Act 1966* (Section 5), the GNB has the following powers and functions:

- assign names to places
- approve that a recorded name of a place shall be its geographical name
- alter a recorded name or a geographical name
- determine whether the use of a recorded name or a geographical name shall be discontinued
- adopt rules of orthography, nomenclature and pronunciation with respect to geographical names
- investigate and determine the form, spelling, meaning, pronunciation, origin and history of any geographical name
- the application of any geographical name with regard to position, extent or otherwise
- compile and maintain a vocabulary of Aboriginal words used or suitable for use in geographical names and to record their meaning and origin
- compile and maintain a dictionary of geographical names with a record of their form, spelling, meaning, pronunciation, origin and history
- publish a gazetteer of geographical names
- inquire into and make recommendations on any matters relating to the names of places referred to it by the Minister

The GNB may compile, maintain and publish a list of road names.

6 Policy – Universal Naming Principles

The following principles shall apply for all new geographical names in New South Wales.

6.1 Language

- 1 Geographical names shall be written in standard Australian English or a recognised format of an Australian Aboriginal language local to the area of the geographical name.
- 2 Diacritical marks (symbols such as ´ in é, , in ç or : in ö) are not used in Australian English names, and shall be omitted from names drawn from languages that use such marks.
- 3 Geographical names shall be easy to pronounce, spell and write, and preferably not exceed three words (including any designated term) or 25 characters. An exception to this is in the use of Aboriginal names when it is accepted that a traditional name may at first appear to be complex but will, over time, become more familiar and accepted by the community.
- 4 The following types of punctuation as used in Australian English shall not be included as part of a geographical name: period (.), comma (,), colon (:), semi-colon (;), quotation marks (""), exclamation mark (!), question mark (?), ellipsis (...), hyphen (-), solidus (/) and parenthesis (()). For surnames or other names that include a hyphen, the hyphen shall be omitted when used for a geographical name.
- 5 An apostrophe mark shall not be included in geographical names written with a final 's', and the possessive 's shall not be included e.g. Georges River not George's River. Apostrophes forming part of an eponymous name shall be included (e.g. O'Connell Plains).
- 6 A geographical name shall not include a preposition e.g. Avenue of the Allies.
- 7 Geographical names shall not include the definite article (the) as the sole name element of a place name e.g. The Reserve is not acceptable.
- 8 A geographical name shall not be abbreviated or contain an abbreviation, initial or acronym e.g. Point, not Pt except that St shall be used for Saint. An exception may be where an abbreviation may have become widely accepted by the community. Eg CWA for Country Women's Association.
- 9 For the purposes of consistency, names starting with Mc or Mac shall not have a space included between the Mc or Mac and the rest of the name.
- 10 A geographical name shall not include Arabic numerals e.g. 3 or 4th or Roman numerals e.g. IV or X. Where numbers are included in a geographical name they shall be written in full e.g. Fourth Top Ridge, Eleven Mile Creek.
- 11 A geographical name shall not include initials e.g. A F Wyatt Reserve.
- 12 The spelling of geographical names derived from the same source shall be uniform in spelling. e.g. Mount Kosciuszko is now spelt with z to be consistent with original spelling.
- 13 Postnominals and titles shall not be included in geographical names. eg John Smith not John Smith AO. An exception is the use of 'VC'.

Justification



The principles identified above ensure consistency thereby reducing the potential for confusion. These principles are consistently applied throughout Australia and commonly adopted internationally. They also facilitate reliable electronic searching essential for navigation systems, service delivery and public safety.

6.2 Form and Character of Names

Place names shall be recognisable words or acceptable combinations of words and shall be appropriate to community sensitivities.

Discriminatory or derogatory names are not acceptable. Such names are those perceived, at a given point in time, to be offensive, demeaning, or harmful to the reputation of individuals, or to social, ethnic, religious or other groups. It is recognised that the perception of 'discriminatory' or 'derogatory' may vary through time and from place to place. In response to requests from the public, the GNB will investigate the appropriate status of any names deemed to be discriminatory or derogatory.

Commercial and business names shall not be used for geographical names, particularly where the name can be construed to be promoting a business. However, business names no longer in use which promote the heritage of an area are acceptable.

Use of club, society, association or special interest group names is discouraged. Such association may change their focus or for some reason lose community support. Community based associations, particularly those philanthropic associations, may be acceptable (eg Rotary, Lions, Apex).

7 Policy - Commemorative Names

Commemorative names are those that commemorate a person, event or place. Acts of bravery, community service and exceptional accomplishments are typical grounds for this recognition. The name of persons who gave their lives in service for their country are often used as commemorative names.

The person commemorated should have contributed significantly to the area around the geographic feature or locality.

When such a name is applied, it shall be given posthumously, at least one year after the decease of the person. Names of living persons are by their nature subject to partisan perception and changes in community judgement and acceptance.

Commemorative names shall not be used to commemorate victims of, or mark the location of, accidents or tragedies. Ownership of land is not in itself grounds for the application of an owner's name. Names of persons holding public office shall not be used.

Personal names, including those of persons still living, may be used for built features e.g. pavilions and grandstands etc., however these features are not formally assigned by the GNB and are not covered by the Act.

7.1 Personal Names

The names of deceased persons are suitable for the naming of reserves. Such persons shall have had a long term association with the area, or have made a significant contribution to the area of the proposed park or reserve. To assist local governments in determining the suitability of a name the GNB offers the following guidelines regarding association or contribution:

- Two or more terms of office on the governing local government council.
- Twenty or more years association with a local community group or service club.
- Twenty or more years of association or service with a local or state government or organisation.

- Action by an individual to protect, restore, enhance or maintain an area that produces substantial long term improvements for the community.
- The death of a person within a place is not solely to be considered sufficient justification for commemoration.
- Local residents of note.

Justification

Using the name of a living person is unacceptable (nationally and internationally) as it may lead to favouritism and/or inappropriate naming. There are examples where people commemorated have later proven to be of poor character or otherwise thought to be unworthy.

8 Policy - Duplication of names

8.1 Duplication of place names

In accordance with the NSW Addressing User Manual (6.8.1 Uniqueness, Duplication), no new locality name shall be duplicated within NSW or any other state or territory in Australia.

Duplication includes identical or similar spelling and/or pronunciation.

8.2 Place names other than localities

Uniqueness is the most essential quality to be sought in proposing a new place name. Duplication should be avoided wherever possible, but new place names may be duplicated provided there is no duplication of the name within the local government or adjoining local government.

Place names with a different designation value are not considered to be duplications. For example, Jenolan River and Jenolan Caves are acceptable.

The GNB encourages efforts by local governments to change or modify duplicate names wherever ambiguity or confusion is likely to occur. Such name changes should be coordinated with the GNB.

Justification

The purpose of place names is primarily to provide unambiguous direction and reference to identify geographical entities. Duplication of locality names is to be avoided because of the confusion this will cause, particularly in the dispatch of emergency services, which is now often coordinated from call centres. Duplication of locality names used for addressing purposes can result in delays in arrival of essential services.

Duplication can also cause personal difficulties such as failed parcel and service delivery and difficulty for tourists and visitors.

Where duplication occurs inter State or Territory, the respective authorities should liaise in order to attempt to arrive at an acceptable solution.

9 Policy – Place Naming Process

9.1 General

This policy is for the application of place names within the territories and waters of New South Wales including reserves under the management of local government.

The Department of National Parks and Wildlife Services has a separate policy for the naming of national parks under its management.

- All proposals for place naming shall conform to the GNB's Naming Principles.
- All place name proposals shall include a map or diagram clearly defining the extent of the feature proposed to be named.
- Proposals for place naming shall be submitted to the GNB for consideration and formalisation process.
- Private ownership of the land on which a geographical or physical feature is located does not confer any naming right to the land owner or manager. This is also true in respect to land under the various forms of public management, including national parks and reserves.
- Place names (excluding localities) shall not be duplicated within the same LGA or locality or in an adjoining LGA or locality.

9.2 Selection of names

- Aboriginal names are encouraged as the name to be used for any feature that currently does not have a name recognised by the GNB.
- Names acknowledging the multicultural nature of NSW are encouraged.
- Names associated with the heritage of an area are encouraged, especially the names of early explorers, settlers, naturalists, events.
- A name suggested for any place that owes its origin to the peculiarity of the topographic feature designated such as shape, vegetation, animal life etc. may be accepted.
- Gender diversity in names is encouraged.
- The multiplication of names for different parts of the same topographical feature such as a stream or mountain range shall be avoided, and the one name applied to a stream or mountain range throughout its entire length. However, an Aboriginal name may apply to a limited section of a feature.
- The naming of forks, arms and branches of a river as North Branch and South Branch is not supported. Unique names shall be assigned to river branches.
- When a choice is offered between two or more names for the same place, locality or feature, all supported by local usage, the GNB may adopt one of such names as is considered appropriate in accordance with its principles and policies.
- The use of cardinal points of the compass as a prefix or suffix to an existing name shall not be used.
- The changing of long established place names is to be avoided except where necessary to avoid ambiguity or duplication.
- The GNB may approve a first or given name as part of a geographical name only where it is necessary to appropriately honour the person referred to or where it is necessary to avoid ambiguity.

9.3 Changing names

Where names have been changed or corrupted by long established local usage, it is not usually advisable to attempt to restore the original. Changes are discouraged unless the change has been deemed to be in the public interest or for safety reasons. Changing well established names can lead to address or location confusion, especially to electronic navigation services.

9.4 Correct designation values

The GNB has compiled a Glossary of Designation Values in the Geographical Names Register in order to assist in determining the correct designator to be applied to place names at the time of naming.

New names proposed for place names shall include the designation value appropriate to the nature of the feature.

The Glossary of Designation Values is attached as Appendix A.

9.5 Council resolutions to identify community support

When Council submit a naming proposal, it should be supported by a Council resolution. Council should also supply evidence that they have sought community feedback on the proposal. This could include advertising and inviting comment using:

- Local newspapers.
- Relevant web site.
- Local council facilities (eg offices, libraries etc).
- Notices to residents in the area surrounding the feature of the proposed name.
- Notices to local progress associations.

9.6 Naming of Cross Border Features

The name for any feature that crosses the State boundary shall be the same on both sides of that boundary. The basis for the selection of a name for such a feature should be the consensus between relevant authorities. Primary responsibility for obtaining consensus should rest with the authority within which the majority of the feature is located. Any matters regarding naming or renaming of features that cross the state border shall be referred to the Cross Border Commission.

9.7 Referring names to Local Government

Where a submission proposing a name is received by the Secretariat, that submission must be referred to the relevant Local Government and the submitter notified of this action.

9.8 Generic reserve names

The GNB has classified a number of reserve names as "generic", and when one of these names is proposed it shall also include the name of the locality within which the reserve is located. For example, Volunteer Park is a generic name, and if this name is proposed in Muswellbrook, it shall be proposed as Muswellbrook Volunteer Park.

The following park names have been classified as “generic” by the GNB

ACACIA PARK	ANZAC PARK
APEX PARK	BI-CENTENARY PARK
BI-CENTENNIAL PARK	CENTENARY PARK
CENTENNIAL PARK	CENTRAL PARK
CIVIC PARK	GALLIPOLI PARK
HERITAGE PARK	JUBILEE PARK
KINGS PARK	LIONESS PARK
LIONS PARK	MEMORIAL PARK
OLYMPIC PARK	PEACE PARK
PIONEER PARK	PRESIDENT PARK
PRINCE PARK	PRINCESS PARK
QUEENS PARK	QUOTA PARK
REMEMBRANCE PARK	RIVERSIDE PARK
ROTARY PARK	SESQUI CENTENARY PARK
SESQUI CENTENNIAL PARK	VOLUNTEER PARK
WAR MEMORIAL PARK	

9.9 Use of the name Anzac

The use of the name Anzac is protected by Commonwealth regulations, and may only be used for the naming of a road or park in which, there is situated a public memorial relating to the war which commenced on the fourth day of August 1914, or the war which commenced on the third day of September 1939. (Commonwealth ‘Protection of the word ‘Anzac’ regulation.’)

9.10 Naming of facilities within reserves

Facilities within an officially assigned reserve, such as a pavilion, grandstand, garden, buildings etc. may also be named according to this policy, but do not require the formal approval of the GNB. However, the GNB shall be notified of such names to ensure the name, position and origin is recorded in the Spatial Services’ Digital Topographic Database and the name shown on maps, where relevant.

9.11 Renaming of reserves

Names chosen for reserves are expected to be enduring, and the renaming of these features is confusing and disruptive and is discouraged. If the renaming of a reserve is proposed, evidence of community support for the name change must be provided. The GNB will then evaluate the merits of the proposal before making a decision.

9.12 Naming of properties and homesteads

The GNB does not officially assign names of properties or homesteads. However names of properties and homesteads may be recorded in the NSW Digital Topographical Database (DTDB).

10 Policy – Recognition and use of Aboriginal names

10.1 Background

The names we give to places convey their significance through a sense of history, identity and connection between people and a place. The land is seamless with spirituality and identity for Aboriginal people. A key manifestation of this connection are the names given to features on the land that relate to the ancestors, histories, law and lore of its people.

For Aboriginal people connection with 'Country' is intrinsically connected to identity. Country is the area where an Aboriginal community is connected by language, cultural practices and long held relationships between people and the land. Countries are said to own people whereas for non-Aboriginal people land is owned through a range of legal titles. Country and people are inseparable for Aboriginal communities.

This policy is designed to encourage and promote recognition of Aboriginal place names and to foster the more frequent and official use of these names, particularly for places where the names have not been assigned as geographical names. The policy also provides, where it is possible, for the reinstatement of an Aboriginal place name through the dual naming process.

The NSW Government is committed to continuing the recognition of our Aboriginal cultural heritage by registering the original place names used by Aboriginal people to identify geographical features. Where a feature is identified by a non-Aboriginal name and that name is well established, an Aboriginal name put forward for the feature can be assigned as a dual name and sit alongside the existing non-Aboriginal name.

The GNB prefers the use of Aboriginal names for geographical features. Where a feature currently has a non-Aboriginal name, it may be considered for a dual name provided that documentary or oral evidence of the Aboriginal name is provided.

10.2 Recognition and use of Aboriginal names

- Aboriginal place names are preferred for the name of any place that does not have an assigned geographical name.
- Prior to submitting an Aboriginal name for consideration by the GNB, the proponent shall consult the Local Aboriginal Land Council and Aboriginal communities on all matters concerning Aboriginal place names occurring in their area of current occupation and traditional association, in line with self-determination policies. This includes any proposals to assign new names, alter spellings of existing names or assign dual names. The GNB will not accept a name nominated by a Local Government Council unless the nomination has been endorsed by the local Aboriginal Land Council.
- Aboriginal place names which have been assigned as geographical names shall not be amended in form, spelling, extent or position without the consent of the relevant Aboriginal Land Council or community.
- A dual naming system may be used for the naming of a physical and environmental place[s] of significance to the local Aboriginal Land Council or Community when a non-Aboriginal assigned geographical name already exists. Dual naming shall not apply to localities, towns or roads.

- A dual name can only be assigned where there is plausible historical evidence in the form of documentary or oral sources, that the feature has an existing Aboriginal name and that some authority or authenticity can be attributed to the source or sources for the form, origin, spelling, history and meaning of the name. The name cannot be a new name assigned for the purpose of a tribute etc.
- Signs or notices explaining the origins of Aboriginal place names should also identify the name of the language group from which the name originated. For example, the name '....' means '.....' from the '....' Aboriginal language group.
- The GNB endorses and supports the Permanent Committee on Place Names "Guidelines for the Use of Aboriginal and Torres Strait Islander Names" which is included in the PCPN's "Guidelines for the Consistent Use of Place Names".
- The GNB does not have a role in the determining naming, spelling or determination of boundaries of Aboriginal Countries or Nations.

11 Policy - Infrastructure

11.1 Railway Stations

Railway stations shall be named after its locality or area of interest unless to do so would lead to a duplicated station name. In these cases a name that identifies the area or location of the station should be used. For example Town Hall Station and Martin Place Station are situated in Sydney where multiple stations are in one locality.

Justification

Railway station names assist in location and navigation and are particularly important for visitors and other travellers.

11.2 Other infrastructure

The GNB does not have specific statutory responsibility for formally naming infrastructure (other than Railway Stations and Post Offices), schools, private estate names or building names.

Nevertheless, naming any prominent feature should follow the accepted practice for naming as detailed in this policy.

Justification

Infrastructure such as buildings and sporting facilities are generally not used for addressing purposes however there is a high likelihood that they may be used for location including emergency services. Unique names for all infrastructure will assist in ensuring their location for emergency services.

11.3 Bridge Naming

The GNB does not name bridges, however, it encourages all bridge naming to follow the guidelines as set out in this policy.

The naming of bridges and other structures on roads does not have a formal legislative basis. However, the same procedures for road naming applies to bridges and other road infrastructure:

- RMS is responsible for the naming of bridges and other structures on freeways.
- Local councils initiate the naming of bridges on local, regional and state roads (other than freeways). RMS to approve these proposals.

RMS will approve a naming proposal for a bridge or structure provided that:

- The name has wide community support.
- An Aboriginal name has the support of local Aboriginal groups.
- Consideration has been given to National and State commemorative initiatives involving the naming of new of key road infrastructure.
- The name is consistent with GNB place name criteria.
- The design of the name plaque accords with RMS requirements.

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Appendix A



**Geographical
Names Board**

Glossary of designation values in the Geographical Names Register

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ABORIGINAL RESERVE

Crown land set aside for Aborigines, where they may continue their traditional lifestyle away from the influence of white Australians and access to which is controlled by federal or state authorities or by Aboriginal Land Councils.

AERODROME

All licensed aerodromes and government aerodromes maintained by the Federal Airports Corporation, other than those designated 'airports'.

AIRFIELD

A landing or taking-off area for aircraft.

AIRPORT

An aerodrome that handles regular schedules of passengers and freight.

AMPHITHEATRE

Basin shaped hollow, particularly one having steep sides. Considerable variation in size.

ANABRANCH

A tributary of an anastomosing river which links up with other distributaries and sometimes with the parent stream.

ARM

A comparatively long, narrow and natural waterway extending from a larger body of water.

ARTESIAN BORE

A hole bored perpendicularly into strata, producing a constant supply of water at the surface without pumping.

BACKWATER

A body of stagnant water connected to a river.

BASIN

1. The tract of country drained by a river and its tributaries, or which drains into a particular lake or area.
2. A circumscribed formation in which the strata dip inward from all sides to the centre; the stratified deposit, especially of coal, lying in such a depression.
3. An area of water limited in extent and nearly enclosed by structures alongside which vessels can lie. A non-tidal basin is one closed by caisson of gates to shut off from open water, so that a constant level of water can be maintained in it. Also called a 'wet dock'. A tidal basin is one without gates in which the level of the water rises and falls with the tide. Sometimes called an 'Open Basin'.

BAY

A well-marked indentation made by the sea or a lake into a coastline, whose penetration is in such proportion to the width of its mouth as to contain land locked waters and constitutes more than a mere curvature of the coast.

BEACH

The sloping shore along a body of water that is periodically washed by waves or tides and is usually covered with sand or gravel.

BIGHT

A crescent-shaped indentation in the coastline usually of large extent and not more than a 90 degree sector of a circle. See 'Bay' and 'Gulf'.

BILLABONG

An efflux from a stream, usually an old bend in the stream, which has been cut off by erosion and deposition. When the fall of a stream is only a few centimetres per kilometre channel is usually incapable of clearing flood waters, which overflow into this efflux. As the water recede the efflux or billabong becomes a pool or a series of pools, which in dry periods may completely dry up.

BLUFF

A spur or ridge terminating in a steep, rocky face.

BORE

A deep vertical hole of a small diameter drilled to obtain water. Designation includes 'Artesian Bore'.

BOUNDARY

That which serves to indicate the limits of a particular area. Various types of boundaries which may be encountered are:

1. UNCLASSIFIED BOUNDARIES; those drawn by the compiler prior to classification to delineate a change in surface characteristics.
2. INTERNATIONAL BOUNDARIES; those defining the territorial sovereignty of a country.
3. STATE OR TERRITORY BOUNDARIES; those defining the major administrative or political divisions within a country.
4. ADMINISTRATIVE AREA BOUNDARIES; those defining areas of common local or regional administration.
5. PROHIBITED AREA BOUNDARIES; those defining the limits of an area into which entry is prohibited, without prior permission from a controlling authority, for security or safety reasons.

BREAKWATER

A natural or artificial structure along a coast capable of checking the force of the waves, thereby reducing beach erosion. The designation includes 'groyne', 'training wall' and 'levee'. The latter two are to restrict rivers to a defined course.

BROOK

A small stream or rivulet.

BUTTE

A small residual of a mesa. The level top being the upper surface of the hard stratum but little lowered by erosion. The slopes on all sides are escarpments and its maximum horizontal dimension in any one direction is about 400 metres.

BUTTRESS

A very steep spur projecting from a hill, mountain, plateau, range etc., having the appearance of supporting it.

CAMP

A place where tents, cabins, etc. are erected for the use of military troops, etc.

CANAL

A large artificial watercourse used for irrigation or navigation.

CANYON

A gorge, relatively narrow but of considerable size, bounded by steep slopes. It has often been formed by a river cutting through the soft rocks of an arid region; the scantiness of the rainfall prevents denudation of the canyon walls, and so maintains their steepness. The walls of a large canyon, however, rarely approach the vertical, and their irregularity of slope is due to inequalities in the hardness of the rock.

CAPE

A piece of land jutting into the sea; a projecting headland or promontory.

CATCHMENT AREA

The region which drains all the rain water that falls on it, apart from that removed by evaporation, into a river or stream, which then carries the water into the sea or a lake; it may thus coincide with the 'River Basin'. Its boundary is defined by the ridge beyond which water flows in the opposite direction - away from the basin.

CAUSEWAY

A raised roadway of solid structure built across low or wet ground or across a stretch of water.

CAVE

A hollowed-out chamber in the earth, especially a natural cavity with an opening to the surface.

CEMETERY

A place or area for burying the dead.

CHANNEL

1. An artificial watercourse used for drainage or irrigation purposes.
2. A comparatively deep and narrow waterway affording a passage for vessels. The waterway may be natural or dredged and can occur in a river, harbour or sea.

CHASM

A particularly narrow portion of a gorge or ravine where the width is notably exceeded by the depth and the sides are vertical or nearly so.

CITY

A centre of population, commerce and culture with all essential services; a town of significant size and importance, generally accorded the legal right to call itself a city under, either, the Local Government Act, the Crown Lands Act or other instruments put in place by government.

CIVIC PLACE

A pedestrian area or open space, especially a square or plaza, within an urban environment which is frequented by citizens for a variety of purposes including public activities. It may be a place of commemoration. It does not include areas specifically created for commercial or business purposes. It is not to be used in an official address.

CLEARING

An area of ground within a forest, where less than 15% of the ground is covered by trees or scrub. Clearings within areas of dense vegetation may be manmade or naturally occurring.

CLIFF

A perpendicular or steep face of rock considerable in height, either inland or along the coast.

COLLEGE

An establishment for technical or vocational education usually post secondary.

COMMON

A tract of land which belongs to the local community as a whole, and is open to common use.

COUNTY

Territorial division of the state for administrative purposes.

COVE

A small indentation in a coast, usually sheltered.

COWAL

A small lake or dam.

CRATER

A bowl shaped cavity, in particular, at the summit or on the side of a volcano. And from which smoke and steam may emanate if the volcano is active. Craters of extinct volcanoes may contain crater lakes. The word crater is applied to other depressions especially those caused by the fall of large meteorites onto the earth's surface. Volcanic craters are sometimes called calders.

CREEK

A natural watercourse that is usually a tributary of a river or another creek. It may be perennial or non-perennial and in some areas its course may become indefinite or even peter out.

CROSSING

A place where a street, railway, stream, etc., may be crossed.

CUTTING

An open excavation through high ground, generally for a transportation system.

DAM

1. A barrier built across a stream to impound its water for any purpose.
2. An earthen structure built to contain water for stock purposes.

DEPRESSION

A depressed or sunken place.

DESERT

An almost barren tract of land in which precipitation is so scanty or spasmodic that it will not adequately support vegetation.

DIP

A place for controlling ticks on cattle.

DISTRICT

1. Territory marked off for special administrative purposes.
2. A tract of country, up to about 1600 sq. kms in area, distinguished by certain common characteristics, natural or cultural.

DOCK

An artificial structure in which ships are built or repaired.

DRAIN

A channel, man made or natural, by which liquid is drained or gradually carried away.

DUNES

Mounds or ridges of sand formed, either in a desert or along the sea coast, through transportation by the wind.

ESCARPMENT

A more or less continuous line of cliffs or steep slopes terminating any generally level upland surface, and is due to erosion or faulting.

ESTUARY

The tidal mouth of a river, where the tide meets the current of fresh water; more commonly, an arm of the sea at the lower end of a river.

FALLS

A sudden, more or less perpendicular, descent of water over a natural step in the bed of a river or stream.

FAULT

A fracture in the earth's crust along which movement has taken place, and where the rock strata on the two sides therefore do not match.

FLAT

A relatively level piece of ground within an area of greater relief; a tract of country without hills and smaller than a plain. In river valleys they may be Valley or River Flats, along the foreshores and subject to tidal action they are Tidal Flats and according to the nature of the surface they may be Mud, Stony or Sandy Flats.

FLORA RESERVE

Crown land set aside for the protection of flora, and access to which is controlled by federal or state authorities.

FORD

The shallow part of a stream or other body of water, where it may be crossed by vehicle or by wading. The crossing may be natural or improved, but not by bridging.

FOREST

An area of land proclaimed to be a forest under a Forest Act.

GAOL

A place for the confinement of persons convicted and sentenced to imprisonment or of persons awaiting trial.

GAP

A low point or opening between hills or mountains or in a ridge or mountain range.

GLEN

A narrow, wooded valley with a stream flowing at its bottom. Its sides being generally steep.

GOLF COURSE

An area of ground laid out for the playing of golf.

GORGE

A valley deep in proportion to its width, usually with precipitous or very steep sides. Generally a feature of some magnitude, relative to the surrounding base.

GRADIENT

A noteworthy gradient inclination or slope of the surface of the ground on the side or end of an elevated relief feature.

GRAVEYARD

A place for graves; a burial ground, esp. a small one or one in a churchyard.

GULF

Large valleys in mountain ranges OR an area of sea partly enclosed by land; usually of larger extent, and greater relative penetration than a bay, that is, Gulf of Carpentaria.

GULLY

A natural watercourse formed in the earth's surface, especially a hillside, by the action of water. It only carries water after rain and its sides are generally steep. Usually one of the smallest branches of a drainage system, and often associated with erosive action.

HARBOUR

A natural or artificially improved stretch of water where vessels can anchor or secure to buoys or alongside wharves etc and obtain protection from sea and swell. The protection may be afforded by natural features or by artificial works. The place may be provided with terminal and transfer facilities for loading and discharging cargo or passengers.

HEAD

A comparatively high promontory of land projecting into the sea with a steep face. An un-named head is usually described as a 'Headland' when a specific name is assigned, it becomes a 'Head'.

HEADLAND

A narrow area of land jutting out into a sea, lake, etc.

HILL

A small portion of the earth's surface elevated above its surroundings, of lower altitude than a mountain. Generally its altitude is less than 300 metres above the surrounding country but this can change in areas of low relief.

HILLOCK

A small hill or mound.

HISTORIC AREA

An area or precinct containing no or minimum present activity, but which at one time was an area of recognised name and purpose.

HISTORIC SITE

A specific place or site which has at one time been the site of an event or purpose.

HISTORICAL LOCALITY

An area or precinct containing no or minimum present activity, but which at one time was an area of recognised name and purpose.

HISTORICAL RECONSTRUCTION

An area or precinct which at one time was an area of recognised name and purpose and has now been redeveloped to recognise its past.

HOLE

An area hollowed out in or an opening in the ground.

INLET

A narrow indentation in the coastline or in the lake or river by which the water penetrates into the land.

ISLAND

A piece of land usually completely surrounded by water.

ISLET

A comparatively small insular landmass. Smaller than an Island but larger than a Cay.

KNOB

Rounded projection from a surface.

KNOLL

A small rounded Hill.

LAGOON

An enclosed area of water separated from the open sea or from a stream by some more or less effective, but not complete, obstacle such as low sandbanks.

LAKE

An extensive sheet of fresh or saltwater, natural or artificial, enclosed or nearly enclosed by land. It may or may not have in and out-flowing water, and in dry areas may even dry up at times.

LAKE BED

The area of a lake which is under water or once was under water.

LANDING PLACE

The act of coming to land. A place of disembarkation.

LANDMARK

A prominent or well known object in or feature of a particular landscape. A boundary marker. A large continuous area of land, as opposed to seas or islands.

LANDSCAPE FEATURE

This designation is used for a feature of the landscape, whether natural or cultural, which does not fit comfortably in any other designation and the number (actual and expected) of such places in NSW does not warrant a specific separate designation.

LIGHTHOUSE

A distinctive structure on or off the Coast, exhibiting a major light designed to serve as an aid to navigation.

LOCALITY

A bounded area within the landscape that has a 'Rural' Character.

LOCK

A section of a canal or river that may be closed off by gates to control the water level and the raising and lowering of vessels that pass through it.

LOOKOUT

A natural scenic viewpoint on elevated ground. Works or structures within the immediate vicinity of the view point improving the safety, amenities or view may be evident.

LOOP

A railway branch line which leaves the main line and rejoins it after a short distance.

MARINA

A docking facility for yachts and other pleasure boats accessible for private patrons only.

MARSHES

Low poorly drained land that is sometimes flooded and often lies at the edge of lakes etc.

MESA

A flat table-like upland, which falls away steeply on all sides (escarpments). It is larger in area than a 'butte' but smaller than a 'plateau'.

MONOLITHS

Large block of stone or anything that resembles one in appearance, intractability, etc. A statue, obelisk, column, etc, cut from one block of stone. A large hollow foundation piece sunk as a caisson and filled with concrete.

MOOR

A tract of unenclosed ground, usually covered with heather, coarse grass, bracken, and moss.

MOUNT

A natural elevation of the earth's surface rising more or less abruptly from the surrounding level, and attaining an altitude which, relative to adjacent elevations, is impressive or notable. In general the elevation of a mountain is more than 300 metres from foot to summit, but this distinction is arbitrary. For reasons of euphony and local usage 'Mount' is usually used when the generic term precedes the specific term and 'Mountain' when it succeeds it.

MOUNTAIN

A large natural elevation of the earth's surface.

MOUNTAIN LAKES

A lake created by an extinct volcanic crater.

MOUNTAIN PEAK

A prominent point of a hill or mountain. The separately named summits on a range of hills or mountains.

MOUNTAIN RANGE

A series or line of mountain or hill ridges with or without peaks, in which the crests are relatively narrow. Its minimum length is about 16 kilometres.

NAVAL ESTABLISHMENT

An institution, pier or building specially designed and equipped for use by the Navy.

NECK

A narrow strip of land; peninsula or isthmus.

NEIGHBOURHOOD

The immediate environment; surroundings. A district where people live. The people in a particular area. Living or situated in and serving the needs of a local area.

OBSERVATORY

An institution or building specially designed and equipped for observing meteorological and astronomical phenomena. Any building or structure providing an extensive view of its surroundings.

OCEAN

A very large stretch of sea. The vast body of water on the surface of the globe that surrounds the land.

PARISH

Territorial division of the state for administrative purposes.

PASS

A depression or gap in a range of mountains or hills permitting easier passage from one side to the other.

PASSAGE

A comparatively deep and narrow waterway affording a passage for a vessel.

PEAK

A prominent point of a hill or mountain. The separately named summits on a range of hills or mountains.

PENINSULA

A piece of land almost surrounded by water, especially one connected with the mainland by only a narrow neck of land or isthmus.

PICNIC AREA

A location to which people bring food to be eaten in the open air.

PINNACLE

The highest point. A towering peak, as of a mountain.

PIT

A large usually deep opening in the ground.

PLAIN

A tract of country the general surface of which is comparatively flat or slightly undulating. In extent generally not less than 2,500 hectares and sparsely, if at all timbered.

PLATEAU

An elevated tract of comparatively flat or level land, having a large part of its total surface at or near the summit level. Its local relief may be very great in cases where it is cut by gorges, or it may have a small local relief like a plain in cases where erosion has not been severe. Its minimum horizontal dimension in any direction generally exceeds 1.6km.

POINT

A location, spot, or position. Point of land. A small promontory.

POND

A pool of still water, often artificially created.

POOL

A small body of still water, usually fresh. A deep part of a stream or river where the water runs very slowly.

PORT

A town or place alongside navigable water with facilities for the loading and unloading of ships.

POST OFFICE

A local office for receiving, distributing and transmitting mail, providing telecommunication services etc.

POWER STATION

An electrical generating station.

PRISON

A place to which persons are legally committed, either while awaiting trial or for punishment.

PUBLIC WATERING PLACE

An artificial waterhole.

RACECOURSE

A place which has been licensed by government for the holding of horse races.

RAILWAY

A permanent track composed of a line of parallel metal rails fixed to sleepers for transport of passengers and goods in trains.

RAILWAY CUTTING

An excavation in a piece of high land for a railway.

RAILWAY LOOP

A short branch off a railway track, often connected at both ends to the main track where trains can pass on a single line stretch of railway. In some cases freight may be handled at these sidings. This designation includes 'Railway Siding'.

RAILWAY SIDING

A short branch off a railway track, often connected at both ends to the main track where trains can pass on a single line stretch of railway. In some cases freight may be handled at these sidings. This designation includes 'Railway Loop'.

RAILWAY STATION

A structure beside a railway line with facilities for passengers and freight.

RAMP

An area set aside for the launching of small water craft, usually paved.

RANGE

A series or line of mountain or hill ridges with or without peaks, in which the crests are relatively narrow. Its minimum length is about 16 kilometres.

RAPIDS

Portions of a stream with accelerated current where it descends rapidly without a break in the slope of the bed sufficient to form a waterfall.

RAVINE

A deep narrow steep sided valley.

REACH

A comparatively straight part of a river or channel between two bends.

REEF

A ridge of rocks or coral lying near the surface of the sea, which may be visible at low tide, but is usually covered by water.

REGION

A region is a relatively large tract of land distinguished by certain common characteristics, natural or cultural. Natural unifying features could include same drainage basin, similar landforms, or climatic conditions, a special flora or fauna, or the like. Cultural determining features could include boundaries proclaimed for administrative purposes, common land use patterns etc.

REGULATOR

Any of various mechanisms or devices such as a governor valve, for controlling fluid flow, pressure, temperature, etc.

RESEARCH STATION

An institution, farm or building specially designed and equipped for carrying out agricultural research.

RESERVE

An area proclaimed to be a public reserve by government legislation.

RESERVOIR

An artificial lake or structure storing water for domestic or other uses.

RIDGE

A long and narrow stretch of elevated ground. It generally has a length less than 16 kilometres.

RIFLE RANGE

An area used for target practice with rifles.

RIVER

A major natural stream in a large catchment basin, carrying water to another river, a lake or the sea. Usually perennial, but not necessarily so in arid areas.

RIVER BEND

A curve in the course of a stream. This designation includes 'meander'.

RIVER CROSSING

A place where a river may be crossed.

RIVER FLAT

A relatively level piece of ground within an area of greater relief; a tract of country without hills and smaller than a plain, caused by the laying down of sediment by a river.

RIVER MOUTH

The area at which a river makes contact with the sea.

RIVULET

A small stream.

ROAD BEND

A bend in a road.

ROADS

An open way, usually surfaced with tarmac or concrete, providing passage from one place to another.

ROADSTEAD

An open anchorage for ships, which may be sufficiently sheltered to give protection from seas, usually by reefs, sandbanks, or islands.

ROCK

A prominent or isolated out crop of rock, or even a single large stone. This designation includes 'boulder' 'crag' 'needle' 'pillar' and 'tor'.

ROCK FACE

An area of exposed rock, generally in a vertical position.

RURAL PLACE

A place, site or precinct in a rural landscape, generally of small extent, the name of which is in current use.

SADDLE

A col or pass or any land form recalling in shape a saddle.

SANDBANK

A bank of sand in a sea or river that may be exposed at low tide.

SANDBAR

A ridge of sand in a river or sea, built up by the action of tides, currents, etc, and often exposed at low tide.

SANDHILL

A mound, ridge or hill of drifted sand either in a desert or along a sea coast, formed by the action of wind.

SANDRIDGE

Sand drifts in long ridges tending parallel to and elongating in the direction of the prevailing winds.

SCHOOL

An establishment for primary or secondary education created by the Education Act.

SCRUB

A vegetation consisting of stunted trees, bushes, and other plants growing in an arid area. An area of arid land covered with such vegetation.

SEA

One of the divisions of the oceans, especially if partly enclosed by land.

SHOAL

A ridge of sand or of rocks just below the surface of the sea or of a river and therefore dangerous to navigation.

SPORTSGROUND

A reserve used for sporting fixtures.

SPRING

A flow of water issuing naturally out of the ground, either continuously or intermittently.

SPUR

A minor linear projection off a range, ridge, mountain, tableland, hill or plateau being generally not more than 2 kilometres in length and decreasing in altitude from the parent feature.

STATE

A major administrative or political division within a country.

STATION

A structure beside a railway line with facilities for passengers and freight.

STEEPS

The very steep and deep sides of a mountain or high plateau.

STRAIT

A comparatively narrow passage connecting two seas or two large bodies of water.

STREAM

Small river, brook. Any steady flow of water or other fluid.

SUBURB

A bounded area within the landscape that has an 'Urban' Character.

SURF BREAK

A permanent obstruction such as a reef, bombora, rock or sandbar which causes waves to break thus making conditions conducive to surfing.

SWAMP

A tract of land normally saturated with water, having little or no drainage and characterised by a growth of grass or reeds. This designation includes 'marsh'.

SYPHON

A tube/pipe placed with one end at a certain level in a body of water and the other in a body of water below this level.

TABLELAND

An elevated tract of land with a generally level surface of considerable extent, generally with a minimum area of 2,500 hectares.

TANK

An artificial waterhole forming a reservoir for rainwater and adjacent run-off.

TERMINAL

A reception or departure building at the terminus of a bus, sea or air transport route.

TERRACE

A level or nearly level strip of land, usually narrow and bordering the sea, a lake or river, lying between a slope upwards to hills on one side and a slope, often abrupt, downwards on the other.

TOPS

The top of a hill

TOWER

A tall usually square or circular structure, sometimes part of a larger building and usually built for a specific purpose.

TOWN

A commercial nucleus offering a wide range of services and a large number of shops, often several of the same type. Depending on size, the residential area can be relatively compact or (in addition) dispersed in clusters on the periphery.

TRACK

A formed and/or marked track that is used by people either walking, cycling or riding a horse. This designation includes 'trails'.

TRAINING WALL

See 'Breakwater'.

TRIG. STATION

A point on the ground, the geographic position of which has been determined by geodetic survey.

TUNNEL

An underground passageway, esp. one for trains or cars. Any passage through or under something.

UNIVERSITY

An institution of higher education having authority to award bachelor and higher degrees, usually having research facilities.

URBAN LOCALITY

Not now recommended, see 'Urban Place'.

URBAN PLACE

A place, site or precinct in an urban landscape, the name of which is in current use, but the limits of which have not been defined under the address locality program.

URBAN VILLAGE

A cohesive populated place in an urban landscape, which may provide a limited range of services to the local area.

VALLEY

Long depression in the land surface, usually containing a river, formed by erosion or by movements in the earth's crust. Any elongated depression resembling a valley.

VILLAGE

A cohesive populated place in a rural landscape, which may provide a limited range of services to the local area. Residential subdivisions are in urban lot sizes.

WATER AERODROME

All licenced aerodromes and government aerodromes maintained by the Federal Airports Corporation, other than those designated 'airports' which have landing facilities on water for sea planes etc.

WATER FEATURE

A feature within water.

WATER SYPHON

See 'Syphon'

WATERFALL

A sudden descent of water over a step in the bed of a stream, the fall being much steeper than in the designation 'rapids'. In place names frequently shortened to 'Fall' or 'Falls'. This designation includes 'cascade' and 'cataract'.

WATERHOLE

A natural hole or hollow containing water, often in the dry bed of an intermittent river.

WEIR

A barrier, erected across a stream to impound and raise the water level for the purpose of maintaining it at the level required for irrigation or navigation purposes.

WELL

A hole or pit dug in the ground to obtain water.

WHARF

A platform alongside of which ships may be secured for loading or unloading cargo or passengers. This designation includes 'pier', 'quay', 'jetty', and 'marina' for those marinas that only have public access.

**Local
Government
Remuneration
Tribunal**

Annual Report
and
Determination

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

**15 April
2019**

[NSW Remuneration Tribunals website](#)

SA19.71 - Attachment 1

Local Government Remuneration Tribunal

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Local Government Remuneration Tribunal

Executive Summary

The Local Government Remuneration Tribunal (the Tribunal) is required to report to the Minister for Planning and Public Spaces by 1 May each year as to its determination of categories of councils and the maximum and minimum amounts of fees to be paid to mayors, councillors, and chairpersons and members of county councils.

Categories

The Tribunal did not undertake a broad review of the categorisation of councils and considered only those requests where an individual submission was made. The Tribunal found that the current allocation of councils into the current categories is appropriate.

The Tribunal will next consider the model, the criteria applicable to each group and the allocation of councils in detail in 2020. The criteria applicable to each of the categories are published in Appendix 1 of the determination and are unchanged from 2018.

Fees

The Tribunal has determined that the minimum and maximum fees applicable to each category will be increased by 2.5 per cent which is consistent with the government's policy on wages.

Local Government Remuneration Tribunal

Section 1 Introduction

1. The role of Assessor assisting the Local Government Remuneration Tribunal (the Tribunal), pursuant to section 236 (1) (b) of the *Local Government Act 1993* (the LG Act) was undertaken by Mr Ian Reynolds from 1 July 2015 until the expiration of his appointment on 27 November 2018. The Tribunal thanks Mr Reynolds for his contributions over those years.
2. On 28 November 2018, Dr Robert Lang was re-appointed as the Tribunal and Mr Brian Bell PSM was appointed to the role of Assessor assisting the Tribunal pursuant to section 236 (1) (b) of the LG Act. The role of Assessor assisting the Tribunal pursuant to 236 (1) (a) continues to be undertaken by Mr Tim Hurst, CEO, Office of Local Government, Department of Planning and Environment.

Section 2 Background

3. Section 239 of the LG Act provides for the Tribunal to determine the categories of councils and mayoral offices and to place each council and mayoral office into one of those categories. The categories are to be determined at least once every 3 years.
4. Section 241 of the LG Act provides for the Tribunal to determine, not later than 1 May in each year, for each of the categories determined under section 239, the maximum and minimum amount of fees to be paid to mayors and councillors of councils, as well as chairpersons and members of county councils.
5. In determining the maximum and minimum fees payable in each of the categories, the Tribunal is required, pursuant to section 242A (1) of the LG Act, to give effect to the same policies on increases in remuneration as those of the Industrial Relations Commission. The current policy on wages is that public sector wages cannot increase by more than 2.5 per cent, and this includes the maximum and minimum fees payable to councillors and mayors and chairpersons and members of county councils.
6. The Tribunal is however able to determine that a council can be placed in another existing or a new category with a higher range of fees without breaching the government's wage policy pursuant to section 242A (3) of the LG Act.

Local Government Remuneration Tribunal

7. The Tribunal's determinations take effect from 1 July in each year.

Section 2 2018 Determination

1. The Tribunal considered ten requests for re-categorisation having regard to the case put forward and the criteria for each category. A multi variable approach was adopted in assessing each council against all the criteria (not only population) for the requested category and the relativities within the categories.
2. The Tribunal noted that at the time of making the determination only the population data as of 2016 was available.
3. The Tribunal found that the current categorisation for the ten councils was appropriate and noted that some of those councils seeking to be moved are likely to meet the criteria for re-categorisation in future determinations in the medium term.
4. The Tribunal's 2018 Determination was made on 17 April 2018 and provided a general increase of 2.5 per cent which was consistent with the Government's policy on wages.

Section 3 2019 Review

5. The Tribunal wrote to all mayors in December 2018 advising of the commencement of the 2019 Annual Review. In doing so the Tribunal noted that it is only required to review the categories every three years and will next consider the model, the criteria applicable to each group and the allocation of councils in detail in 2020.
6. The Tribunal also stated that it does not intend to alter the groups that apply to individual councils unless there is a very strong case to do so. Any requests for a review should be supported by evidence which would indicate that the council is more appropriately allocated in another category based on the criteria.
7. The Tribunal also wrote to the President of Local Government NSW (LGNSW) in similar terms, and subsequently met with the President and Chief Executive of LGNSW. The Tribunal thanks the President and Chief Executive for making the time to meet with the Tribunal.
8. In response to this review the Tribunal received 20 submissions from individual councils and a submission from LGNSW. Those submissions addressed the allocation of councils into

Local Government Remuneration Tribunal

those categories and fees. The Tribunal also received a submission from a joint organisation requesting that the Tribunal determine the fees for members of the boards of joint organisations. A summary of the matters raised, and the Tribunal's consideration of those matters is outlined below.

Categorisation

9. Ten submissions received from councils requested re-categorisation now and two submissions requested re-categorisation when the Tribunal considers the categories in detail in 2020. Each of the ten requests for re-categorisation now were considered having regard to the case put forward and the criteria for each category.
10. At the time of making the determination the Tribunal had available to it the 30 June 2018 population data released by the Australian Bureau of Statistics (ABS) on 27 March 2019. In reviewing the submissions received the Tribunal also applied a multi variable approach assessing each council against all the criteria (not only population) for the requested category and the relativities within the categories.
11. The Tribunal finds that the allocation of councils into the current categories is appropriate but again notes that some of those councils seeking to be moved are likely to meet the criteria for re-categorisation in future determinations.
12. A few submissions have suggested alternative categorisation models. The Tribunal will consider this in detail in the 2020 review. The Tribunal intends to commence the 2020 annual review earlier than usual to ensure there is time to review the existing model and to examine alternatives. The Tribunal is of the preliminary view that a case may exist to revise the number of categories, and their applicable criteria, particularly for regional and rural councils.
13. A summary of the Tribunal's findings for each of the 2019 applications for re-categorisation is outlined in the following paragraphs.

Metropolitan Large

14. Canterbury-Bankstown and Penrith have sought re-categorisation to new categories noting that no changes to the categories of councils are planned until 2020. Canterbury-Bankstown has proposed a new categorisation model for consideration in the 2020 review. The proposed model would provide different categories for metropolitan councils. Penrith

Local Government Remuneration Tribunal

has again sought to be re-categorised to a new category - 'Metropolitan Large – Growth Centre'.

15. Both councils may wish to provide further details for consideration in the 2020 annual review.

Metropolitan Medium Councils

16. Inner West has again sought to be re-categorised to Metropolitan Large. The Tribunal outlined in the 2018 determination that Inner West did not demonstrate enough additional criteria to warrant re-categorisation at that time, but with population growth the council would likely be more comparable with other Metropolitan Large councils in the short to medium term.
17. The Tribunal has again considered in detail the features of Inner West having regard to the other criteria for Metropolitan Large councils. The Tribunal finds that Inner West does not provide the same degree of regional servicing or have an equivalent sphere of economic influence as other Metropolitan Large councils. This is supported by development and planning information published by the Greater Sydney Commission.
18. Inner West's June 2018 population of 198,024 is below the indicative population of other Metropolitan Large councils. Based on existing growth predictions it is likely Inner West will meet the minimum population threshold for inclusion in Metropolitan Large in 2020.

Metropolitan Small Council

19. Willoughby and Camden have sought to be re-categorised to Metropolitan Medium.
20. Willoughby's June 2018 population of 80,339 is below the indicative population of Metropolitan Medium Councils. The Tribunal outlined in the 2018 determination that Willoughby sought recognition of its scale of operations and businesses and regional significance of its centres and high percentage of non-resident visitors and workers. The Tribunal found the characteristics of the council were more appropriately aligned with those of other Metropolitan Small councils and found no case for it to be re-categorised at that time.
21. Willoughby's 2019 submission argues there is an over emphasis on resident population and no recognition of the complexity or burden on high volumes of non-resident populations.
22. As previously stated, the Tribunal considers a range of factors (not only population) in determining categories as required under section 240 of the LG Act. The Tribunal has again considered in detail the features of Willoughby having regard to the other criteria for other

Local Government Remuneration Tribunal

Metropolitan Medium councils and finds that Willoughby has not demonstrated the criteria to warrant inclusion in the Metropolitan Medium group at this time.

23. Camden's 2018 population of 94,159 is below the indicative population of Metropolitan Medium councils. The Tribunal has considered the features of Camden having regard to the other criteria for Metropolitan Medium councils. The Tribunal finds that Camden does not provide the same degree of regional servicing or have an equivalent sphere of economic influence as Metropolitan Medium councils. The Tribunal notes however that the ABS identifies that Camden has the largest and fastest population growth in NSW. Based on existing growth predictions it is likely Camden will meet the minimum population threshold for inclusion in Metropolitan Medium in 2020.

Regional Strategic Area Councils

24. Central Coast has sought to be re-categorised to Regional City. The council submits that its characteristics are more like Newcastle and Wollongong (Regional City) and substantially different to Lake Macquarie (Regional Strategic Area). The Tribunal finds that Central Coast has not demonstrated the additional criteria to warrant inclusion in the Regional City group.

Regional Rural Councils

25. Shellharbour and Port Macquarie have sought re-categorisation to Regional Strategic Area.
26. Shellharbour's June 2018 population of 72,240 is significantly below the indicative population of Regional Strategic Area councils. In addition, the submission was not supported by evidence which would indicate that the council is more appropriately allocated in another category based on the criteria.
27. Port Macquarie's June 2018 population of 83,131 is significantly below the indicative population of Regional Strategic Area councils. The Tribunal finds that Port Macquarie has not demonstrated the additional criteria to warrant inclusion in the Regional Strategic Area group.
28. Port Macquarie (as an alternative) and Mid-Coast sought to be re-categorised to a new category between Regional Strategic Area and Regional Rural. Both councils may wish to provide further details for consideration in the 2020 annual review.

Rural Councils

29. Muswellbrook and Federation have sought to be re-categorised to Regional Rural.

Local Government Remuneration Tribunal

30. Muswellbrook's June 2018 population of 16,383 and Federation's June 2018 population of 12,462 are well below the indicative population of Regional Rural councils. Both councils have not demonstrated the additional criteria to warrant inclusion in the Regional Rural group.
31. The Tribunal also undertook a review of Hilltops having regard to its 2018 submission and the Tribunal's findings that re-categorisation at that time was not warranted:

"41. Hilltops Council has sought to be re-categorised from Rural to Regional Rural. The new Hilltops Council is an amalgamation of three former councils in the Rural category (Young, Boorowa and Harden). The submission states that the new council has increased complexity of business and should be recognised as Regional Rural.

42. The Tribunal notes that Hilltops has a population of 19,150 (2016) which is just below the indicative population range of Regional Rural councils. The category of Regional Rural currently includes one council – Broken Hill – which has a population similar to that of Hilltops. Broken Hill warrants categorisation as Regional Rural in recognition of the degree of regional servicing it provides to far western NSW. It is not considered that Hilltops provides the same degree of regional services and on that basis re-categorisation is not warranted at this time."

32. Hilltops' June 2018 population of 18,782 is below the indicative population range of Regional Rural councils. The Tribunal has reviewed the additional criteria and finds no reason to alter its findings as outlined in the 2018 determination.

Fees

33. The LGNSW submission requested that the Tribunal increase fees by the allowable maximum of 2.5 per cent. The submission also repeated its view that the current arrangement for setting fees is inadequate and does not compensate elected members for the significant workload and range of responsibilities which are expanding. Comparative information was presented in respect to board fees, fees paid to mayors and councillors of councils in Queensland, and salaries for members of Parliament. A report detailing the findings of an independent review conducted on current remuneration paid to councillors and mayors was also provided. The LGNSW submission

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- also requested that the Tribunal make a recommendation in support of the payment of superannuation.
34. Several submissions sought an increase to the allowable maximum of 2.5 per cent and raised similar issues to LGNSW in respect to the current fees not being adequate compensation for increased responsibilities and workload required to carry out mayoral and councillor duties and non-payment of superannuation. Several submissions also sought an increase significantly higher than the allowable 2.5 per cent or that fees be increased by benchmarking them to Principal CBD fees or population per councillor or using the base salary and allowances for Members of Parliament in the relevant region.
35. Two submissions also raised the matter of fees for deputy mayors. The Tribunal addressed this matter in the 2018 determination and will make no further comment.
36. The Tribunal has considered the submissions received. The Tribunal is mindful that the roles and responsibilities of councillors and mayors in NSW are outlined in the LG Act and notes that they are not necessarily comparable to the roles and responsibilities of councillors and mayors in other states, members of Parliament or members of boards and committees.
37. The Tribunal again notes that some of the other matters raised by submissions are more appropriately dealt with in the context of the current Local Government reform agenda and are outside the Tribunal's powers.
38. The Tribunal is required to have regard to the Government's wages policy when determining the increase to apply to the maximum and minimum fees that apply to councillors and mayors. The public sector wages policy currently provides for a cap on increases of 2.5 per cent.
39. The Tribunal has reviewed the key economic indicators, including the Consumer Price Index and Wage Price Index, and had regard to budgetary limitations imposed by the Government's policy of rate pegging, and finds that the full increase of 2.5 per cent is warranted. The 2.5 per cent increase will apply to the minimum and the maximum of the ranges for all existing categories.

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Other matters

40. The submission from LGNSW and several councils have again raised the matter of the non-payment of superannuation. The Tribunal addressed this matter in the 2018 determination as outline below and will make no further comment:

“54. The matter of the non-payment of superannuation has been previously raised in submissions to the Tribunal and is not a matter for the Tribunal to determine. Section 251 of the LG Act confirms that councillors are not employees of the council and the fee paid does not constitute a salary under the Act. The Tribunal notes that the Australian Tax Office has made a definitive ruling (ATO ID 2007/205) that allows councillors to redirect their annual fees into superannuation on a pre-tax basis and is a matter for councils (Ref: Councillor Handbook, Oct 2017, Office of Local Government p.69).”

41. The Tribunal also received a submission from the Canberra Region Joint Organisation (CRJO) although no invitation to do so was issued by the Tribunal. The CRJO has requested that the Tribunal set chair and member fees for joint organisations in the 2019 annual determination.
42. The Tribunal is constituted under Chapter 9, Part 2, Division 4 of the LG Act. The Tribunal’s determinations apply to Councils, Mayors and Councillors within the meaning of Chapter 9 of the LG Act.
43. Joint organisations, including the Board of a joint organisation, are constituted under Chapter 12, Part 7 of the LG Act. The Tribunal’s jurisdiction does not apply to joint organisations, as provided for in section 400ZH(3)(e) of the LG Act.
44. On that basis the Tribunal has no power to consider the CRJO submission and it is a matter that the CRJO may wish to raise with the Minister for Planning and Public Spaces who is the Minister responsible for the LG Act. The Tribunal has written to the CRJO in the above terms.

Conclusion

45. The Tribunal’s determinations have been made with the assistance of the two Assessors - Mr Brian Bell and Mr Tim Hurst. The allocation of councils into each of the categories,

Local Government Remuneration Tribunal

pursuant to section 239 of the LG Act, is outlined in Determination No. 1. The maximum and minimum fees paid to councillors and mayors and members and chairpersons of county councils, pursuant to section 241 of the LG Act, are outlined in Determination No. 2.

The Local Government Remuneration Tribunal

(Signed)

Dr Robert Lang

Dated: 15 April 2019

Local Government Remuneration Tribunal

Section 4 Determinations

Determination No. 1- Determination Pursuant to Section 239 of Categories of Councils and County Councils Effective From 1 July 2019

Table 1: General Purpose Councils - Metropolitan

Principal CBD (1)	Major CBD (1)
Sydney	Parramatta
Metropolitan Large (8)	Metropolitan Medium (9)
Blacktown	Bayside
Canterbury-Bankstown	Campbelltown
Cumberland	Georges River
Fairfield	Hornsby
Liverpool	Ku-ring-gai
Northern Beaches	Inner West
Penrith	Randwick
Sutherland	Ryde
	The Hills
Metropolitan Small (11)	
Burwood	
Camden	
Canada Bay	
Hunters Hill	
Lane Cove	
Mosman	
North Sydney	
Strathfield	
Waverley	
Willoughby	
Woollahra	

Local Government Remuneration Tribunal

Table 2: General Purpose Councils – Non-Metropolitan

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

Regional Rural (37)		Rural (57)	
Albury		Balranald	Kyogle
Armidale		Bellingen	Lachlan
Ballina		Berrigan	Leeton
Bathurst		Bland	Liverpool Plains
Bega		Blayney	Lockhart
Blue Mountains		Bogan	Moree Plains
Broken Hill		Bourke	Murray River
Byron		Brewarrina	Murrumbidgee
Cessnock		Cabonne	Muswellbrook
Clarence Valley		Carrathool	Nambucca
Coffs Harbour		Central Darling	Narrabri
Dubbo		Cobar	Narrandera
Eurobodalla		Coolamon	Narromine
Goulburn Mulwaree		Coonamble	Oberon
Griffith		Cootamundra-Gundagai	Parkes
Hawkesbury		Cowra	Snowy Valleys
Kempsey		Dungog	Temora
Kiama		Edward River	Tenterfield
Lismore		Federation	Upper Hunter
Lithgow		Forbes	Upper Lachlan
Maitland		Gilgandra	Uralla
Mid-Coast		Glen Innes Severn	Walcha
Mid-Western		Greater Hume	Walgett
Orange		Gunnedah	Warren
Port Macquarie-Hastings		Gwydir	Warrumbungle
Port Stephens		Hay	Weddin
Queanbeyan-Palerang		Hilltops	Wentworth
Richmond Valley		Inverell	Yass
Shellharbour		June	
Shoalhaven			
Singleton			
Snowy Monaro			
Tamworth			
Tweed			
Wagga Wagga			
Wingecarribee			
Wollondilly			

Local Government Remuneration Tribunal

Table 3: County Councils

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

Local Government Remuneration Tribunal

**Determination No. 2- Determination Pursuant to Section 241 of Fees
for Councillors and Mayors**

Pursuant to s.241 of the *Local Government Act 1993*, the annual fees to be paid in each of the categories to Councillors, Mayors, Members and Chairpersons of County Councils effective on and from 1 July 2019 are determined as follows:

Table 4: Fees for General Purpose and County Councils

Category		Councillor/Member Annual Fee		Mayor/Chairperson Additional Fee*	
		Minimum	Maximum	Minimum	Maximum
General Purpose Councils - Metropolitan	Principal CBD	27,640	40,530	169,100	222,510
	Major CBD	18,430	34,140	39,160	110,310
	Metropolitan Large	18,430	30,410	39,160	88,600
	Metropolitan Medium	13,820	25,790	29,360	68,530
	Metropolitan Small	9,190	20,280	19,580	44,230
General Purpose Councils - Non-metropolitan	Regional City	18,430	32,040	39,160	99,800
	Regional Strategic Area	18,430	30,410	39,160	88,600
	Regional Rural	9,190	20,280	19,580	44,250
	Rural	9,190	12,160	9,780	26,530
County Councils	Water	1,820	10,140	3,920	16,660
	Other	1,820	6,060	3,920	11,060

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

The Local Government Remuneration Tribunal

(Signed)

Dr Robert Lang

Dated: 15 April 2019

Local Government Remuneration Tribunal

Appendices

Appendix 1 Criteria that apply to categories

Principal CBD

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

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

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

Major CBD

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

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

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

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

Local Government Remuneration Tribunal

Metropolitan Large

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

Other features may include:

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

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

Metropolitan Medium

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

Other features may include:

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

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

Metropolitan Small

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

Other features which distinguish them from other metropolitan councils include:

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

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

Local Government Remuneration Tribunal

Regional City

Councils categorised as Regional City will typically have a population above 150,000. These councils are metropolitan in nature with major residential, commercial and industrial areas. These Councils typically host government departments, major tertiary education and health facilities and incorporate high density commercial and residential development.

These councils provide a full range of higher order services and activities along with arts, culture, recreation and entertainment facilities to service the wider community and broader region. These councils typically also contain ventures which have a broader State and national focus which impact upon the operations of the council.

Newcastle City Council and Wollongong City Councils are categorised as Regional City.

Regional Strategic Area

Councils categorised as Regional Strategic Area are differentiated from councils in the Regional Rural category on the basis of their significant population. Councils categorised as Regional Strategic Area will typically have a population above 200,000. These councils contain a mix of urban and rural settlements. They provide a range of services and activities including business, office and retail uses, along with arts, culture, recreation and entertainment facilities to service the wider community. These councils host tertiary education campuses and health facilities.

While councils categorised as Regional Strategic Area may have populations which exceed those of Regional City, they would not typically provide the same range of regional services or have an equivalent sphere of economic influence.

Central Coast Council and Lake Macquarie Council are categorised as Regional Strategic Area.

Regional Rural

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

Other features which distinguish them from other non-metropolitan councils include:

- a major town or towns with the largest commercial component of any location in the surrounding area
- a significant urban population existing alongside a traditional farming sector, and are surrounded by smaller towns and villages or may be located on or close to the coast with high levels of population and tourist facilities
- provide a full range of higher-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- regional services to the wider community through principal referral hospitals, tertiary education services and major regional airports
- these councils may also attract large visitor numbers to established tourism ventures.

Local Government Remuneration Tribunal**Rural**

Councils categorised as Rural will typically have a population below 20,000.

Other features which distinguish them from other non-metropolitan councils include:

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

County Councils - Water

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

County Councils - Other

County councils that administer, control and eradicate declared noxious weeds as a specified Local Control Authority under the *Noxious Weeds Act 1993*.



Office of Local Government

**Low Cost Loans Initiative (“LCLI”) Funding Agreement
for Moss Vale Road south project**

Between

Shoalhaven City Council

and

**The LCLI Administrator, for and on behalf of the Crown
in right of the State of NSW**



SA19.74 - Attachment 1

Table of Contents

Background

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2. Term
3. General obligations
4. LCLI Reimbursement
5. Representations and warranties
6. Events of default and termination
7. Indemnities
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9. GST
10. General

Attachment A – Agreement details (include a Location Plan)

Attachment B – LCLI Reimbursement Claim

Attachment C – Project reports

SA19.74 - Attachment 1

Between:

1. Shoalhaven City Council as described in Attachment A (Council) and;
2. The Chief Executive, Office of Local Government (OLG), for and on behalf of the Crown in right of the State of New South Wales ("LCLI Administrator") ABN 34 945 244 274, Levels 1 and 2, 5 O'Keefe Avenue, Nowra NSW 2541 (LCLI Administrator).

Background

The Low Cost Loans Initiative ("LCLI") has been established by the NSW Government to provide interest reimbursements in order to assist local councils accelerate the delivery of infrastructure to support growing communities.

The Council has submitted an application to the Department of Planning and Environment (DPE) for an interest reimbursement under the LCLI. The documents that comprise this application are identified in Attachment A.

The LCLI Administrator has been advised of the approval by DPE of the Council's application for an interest reimbursement on the terms of this Agreement.

This Agreement establishes the parameters attaching to the Government's agreement to reimburse 50% of the costs of council's interest payment on loans for eligible infrastructure.

The parties agree:

1 Definitions and interpretation**1.1 Definitions**

Agreement means this LCLI funding agreement including the Attachments and any documents incorporated in this agreement by reference.

Application means Council's application, including supporting documents submitted to the DPE for an interest reimbursement under the LCLI.

Authorisation includes:

- (a) any consent, registration, filing, agreement, notarisation, certificate, licence, approval, permit, authority or exemption from by or with a governmental agency; or
- (b) any consent or authorisation regarded as given by a government agency due to the expiration of the period specified by a statute within which the government agency should have acted if it wished to proscribe or limit anything already lodged, registered or notified under that statute.

Business Day means for all other purposes, a day on which banks are open for business in Sydney excluding a Saturday, Sunday or public holiday.

Date of this Agreement means the date shown on the Execution Page or if it is not dated the date the LCLI Administrator signs this Agreement.

Dollars, A\$ and \$ means the lawful currency of the Commonwealth of Australia.

DPE means Department of Planning and Environment.

Eligible Infrastructure means infrastructure that DPE determines, in its absolute discretion, is needed to enable increased housing in areas experiencing population growth. This will be subject to determination by the Department of Planning and Environment as part of the assessment process.

Event of Default means any event specified as such in this Agreement.

Final Acquittal means a final acquittal of the LCLI reimbursement that meets the requirements for such listed in Attachment C.

GST means the goods and services tax levied under *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* or any successor Act.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999*, or if that Act does not exist for any reason, means any Act imposing or relating to a GST and any regulation made under such Acts.

Guidelines means the *Low Cost Loans Initiative – Growing Local Housing Guidelines* issued by the NSW Government dated April 2018 (or if replaced by a later version, that later version).

Initial Report means an initial report for the Project that meets the requirement for such as listed in Attachment C.

Interim Progress Report means an interim progress report for the Project that meets the requirements for such as listed in Attachment C.

Lender means the third party provider of the Loan to Council, the interest payments in respect of which are to be subsidised by the LCLI Reimbursement under this Agreement.

LCLI means the Low Cost Loans Initiative.

LCLI Administrator means the Chief Executive of OLG or his/her delegate, for and on behalf of the Crown in right of the State of New South Wales.

LCLI Coordinator means the officer of OLG described as such in Attachment A or his/her delegate.

LCLI Evaluation Panel means the DPE panel which assesses LCLI applications.

LCLI Reimbursement means the reimbursement amount determined once the Loan to the Council is drawn down and the interest payable on the Loan can be calculated.

LCLI Reimbursement Instalment Claim means a claim made by Council to the LCLI Administrator for payment of an instalment of the LCLI Reimbursement, in the prescribed form Attachment B.

LCLI Reimbursement Instalment Period means the six month period immediately prior to a LCLI Reimbursement Instalment Claim in respect of which Council claims an instalment of the LCLI Reimbursement.

Loan means the loan to be taken out by Council to fund the Project.

Loan Agreement means the executed loan agreement between Council and its lender in respect of the Loan, a copy of which is to be provided by Council to the LCLI Administrator in accordance with this Agreement.

Loan Schedule means the Lender's summary of the Loan provisions extracted from the Loan Agreement.

OLG means the NSW Office of Local Government.

Progress Report means a progress report that meets the requirements for such as listed in Attachment C.

Project means Council's project(s), detailed in its Application, which was approved by the Minister for Planning.

Project Commencement means:

- (a) When Council completes the contract for sale of land in respect to the acquisition of the land parcel; or
- (b) When Council has completed all pre-construction engineering and design, has received all necessary licences and permits, has engaged all contractors and ordered all equipment and supplies reasonably necessary so that physical construction of the Project can proceed.

Project Completion means all regulatory certificates required for the occupation and/or use of the infrastructure that comprises the Project have issued and the Project is ready for use (except for unknown defects).

Project Completion Report means a progress report that meets the requirements for such as listed in Attachment C.

Project Delivery Schedule means the delivery schedule set out in the Council's Initial Report which must include, as a minimum, details of the project milestones, and the anticipated completion date for the Project.

Public Milestone Event means an event connected with the Project to which the Council intends to invite members of the public and/or media to attend.

Special Conditions means any additional conditions applicable to this Agreement as stipulated in Attachment A.

Specified Date means a milestone date that the parties have specified as a date for performance of an obligation under this Agreement.

Tax means:

- (a) any tax, including the GST, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding; or
- (b) any income, stamp or transaction duty, tax or charge;

which is assessed, levied, imposed or collected by any governmental agency and includes, but is not limited to, any interest, fine, penalty, charge, fee or other amount imposed on or in respect of any of the above.

Tax Invoice means an invoice that complies with the requirements for a tax invoice under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Term means the term of the Loan.

1.2 Interpretation

In this Agreement, headings and boldings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;

- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (e) a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this clause 1.2(e) implies that performance of part of an obligation constitutes performance of the obligation;
- (f) a reference to a clause, party, attachment, or schedule is a reference to a clause of, and a party, attachment and schedule to, this Agreement and a reference to this Agreement includes any attachment and schedule;
- (g) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (h) a reference to a party to any document includes that party's successors and permitted assigns;
- (i) a reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (j) a reference to legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it;
- (k) a term or expression starting with a capital letter which is defined in:
 - (1) this clause 1 (Definitions and Interpretation) has the meaning given to it in this clause 1.
 - (2) the GST Law but is not defined in this Agreement has the same meaning as in the GST Law.

1.3 Business Day

Unless otherwise specified in this Agreement, where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day.

2 Term

Unless earlier terminated in accordance with its terms, this Agreement is for the Term.

3 General obligations of Council

3.1 Loan Agreement

- (a) The Loan must be for a minimum of \$1,000,000.00 and for a maximum term of 10 years calculated from 31 October 2018.

- (b) The Council acknowledges by its entry into this Agreement that neither DPE, OLG, LCLI Administrator or the State of New South Wales are liable for, and nor do they guarantee, any part of Council's obligations under or in relation to the Loan or the Loan Agreement.

3.2 Use of Loan

- (a) Proceeds of the interest reimbursement may be applied to offset the Loan or any other council costs.

3.3 Conduct of Project

- (a) Subject to this clause, unless otherwise agreed, Council must achieve Project Commencement within 12 months of the date of this Agreement.
- (b) If Council is unable to achieve Project Commencement within 12 months of the date of this Agreement, Council must, at least five (5) Business Days before the expiry of that period, notify the LCLI Administrator of that fact and provide documentation to:
 - (i) demonstrate due cause for the delay;
 - (ii) provide evidence that Council is taking specific measures to remedy the delay and details of such measures; and
 - (iii) submit an amended detailed project delivery schedule to the satisfaction of the LCLI Administrator.
- (c) Any agreed extension by the LCLI Administrator of the period to achieve Project Commencement will be for a maximum further period of 6 months.
- (d) In no case will a Council be permitted to delay Project Commencement for longer than 18 months after the date of this Agreement.
- (e) Unless otherwise agreed, Council must carry out the Project substantially in accordance with the Guidelines, its Application and the projected Project Delivery Schedule described therein.
- (f) Council must promptly advise the LCLI Administrator of any significant change (including any delay that exceeds three (3) months) in the projected Project delivery schedule as supplied with its Application.

3.4 Compliance with law

Council must comply with all legislative and regulatory requirements that may apply in relation to the Project, including obtaining all necessary approvals, licences and permissions.

3.5 Monitoring of Agreement

- (a) Council acknowledges that the LCLI Administrator may maintain regular contact with Council to monitor the performance of this Agreement, the Loan Agreement and the Project and agrees to co-operate with the LCLI Administrator in the performance of this role.
- (b) The LCLI Administrator may at any time request information from Council in connection with this Agreement, the Loan Agreement or the Project and Council must supply any such information promptly upon request.

- (c) Nothing in this Agreement displaces obligations on the Council under the *Local Government Act 1993* or precludes the LCLI Administrator from exercising functions and powers available to it under that Act.

3.6 Reports

Council must prepare and submit to the LCLI Administrator:

- (1) An Initial Report, Progress Reports and Interim Progress Report at the times stated and otherwise in accordance with the requirements specified in Attachment C;
- (2) A Project Completion Report to be submitted in accordance with the requirements specified in Attachment C;
- (3) Final Acquittal Report to be submitted in accordance with the requirements specified in Attachment C;
- (4) If requested, copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Project; and
- (5) Any other written reports as may be reasonably required by the LCLI Administrator from time to time by written notice to Council.

3.7 Independent verification of LCLI financial outcomes in any given application round

Council must promptly, at its own cost, provide all assistance documents, and information reasonably required by the LCLI Administrator or its auditor for the purpose of enabling the LCLI Administrator to compile and have audited an aggregate statement of expenditure which pertains to aggregate financial outcomes for all Councils funded by the LCLI.

3.8 Records

- (a) Council must ensure that all legally required financial and operational records and registers (including all reports generated under this Agreement) are kept and maintained while carrying out the Project.
- (b) Council must retain the records, registers and reports referred to throughout the Term and for seven (7) years after the expiry or termination, of this Agreement.

3.9 Inspection

Council agrees that the LCLI Administrator or its appointed nominee may visit the site of the Project at any reasonable time, upon giving Council reasonable notice.

3.10 Audit

- (a) An audit of any aspect of the Project or Council's compliance with this Agreement may be conducted at any time by the LCLI Administrator.
- (b) Council must co-operate fully with an audit, including:
 - (i) Granting the person conducting the audit reasonable access to the site of the Project, Council's premises, Council's records and materials relevant to the Project and the performance of this Agreement;
 - (ii) Permitting the person conducting the audit to inspect and make copies of Council's records and all materials relevant to the Project and the performance of this Agreement;

- (iii) Making available on request, at no additional cost to the person conducting the audit, reasonable facilities to enable a legible reproduction to be created of Council's records and materials stored on a medium other than in writing;
- (iv) The LCLI Administrator must give Council reasonable notice of its requirements in relation to an audit and use its reasonable endeavours to minimise disruption and interference to Council's performance of its obligation under this Agreement arising from an audit;
- (v) Except where otherwise determined by the LCLI Administrator, Council is responsible for its own costs of participating in an audit;
- (vi) Council must promptly take any reasonable action required by the Loan Administrator to rectify any error, non-compliance or inaccuracy identified in an audit in relation to the Project of Council's performance of this Agreement;
- (vii) Council is not entitled to any delay costs or other costs or expenses of whatever nature relating in any way to an audit.

3.11 Promotion of LCLI and communication of outcomes

- (a) Council must acknowledge support from the LCLI in promotional materials or any public statements about the Project.
- (b) Council agrees to publicly communicate the outcomes of the Project in accordance with the Funding Acknowledgement Guidelines for recipients of NSW Government Grants (the Funding Acknowledgment Guidelines (available at <https://www.advertising.nsw.gov.au/resources/branding>).
- (c) Council authorises the LCLI Administrator and the State of New South Wales to use information Council supplies to the LCLI Administrator in its Application or pursuant to this Agreement for promotional purposes, including:
 - (1) Council's Name;
 - (2) the aggregate amount of the Loan, Project cost and LCLI Reimbursement;
 - (3) the title and description of the Project;
 - (4) any photographs of the Project supplied by Council;
 subject to any confidentiality restriction which has been requested by Council and agreed to by the LCLI Administrator.
- (d) Council will ensure that all public statements relating to the Project acknowledge the provision of the reimbursement by the NSW Government and specifically mention both the Minister for Planning, Housing and Special Minister for State and the Minister for Local Government.
- (e) Council will use the NSW Government logo in accordance with the Funding Acknowledgement Guidelines in any publicity provisions of any kind (including but not limited to any brochures, signage, advertising and invitations).
- (f) Council is to advise the Minister for Planning, Housing and Special Minister for State, the Secretary, Department of Planning and Environment, the Chief Executive, Office of Local Government and the Minister for Local Government of any public milestone events and consents to representatives of the State of New South Wales attending such events.

- (g) Council consents to allowing representatives of the State of New South Wales to use any promotional material it either obtains through its own processes or those provided by council in any media platform for the promotion of the Project and LCLI overall.
- (h) Council will issue an invitation to the Minister for Planning, Housing and Special Minister for State (or nominee), the Minister for Local Government (or nominee) and any other relevant New South Wales Member of Parliament to any launch or public event associated with the Project and further where they are able to attend, they or their nominee are acknowledged as official guests. Where practicable, they should be afforded the courtesy of publicly addressing the event and opening any facility.

4 LCLI Reimbursement

4.1 Amount

- (a) Subject to clause 9 (GST), the LCLI Reimbursement is the maximum amount of funding available under this Agreement and will not be increased for any reason.
- (b) Subject to paragraph (a), each instalment of the LCLI Reimbursement the subject of a LCLI Reimbursement Instalment Claim is to be calculated as an amount that represents 50% of the costs of Council's total interest payments on the Loan.
- (c) The failure to submit a claim supported by all required documentation within the time specified releases the LCLI Administrator from having to pay the claim.

4.2 When paid

- (a) Subject to this Agreement, the LCLI Administrator agrees to pay the LCLI Reimbursement to Council in six monthly instalments, to be claimed in February and July and to be paid in March and August each year following receipt of the required documentation and invoice, until the total LCLI Reimbursement is paid but no later than 1 October 2028.
- (b) The LCLI Administrator will pay each instalment of the LCLI Reimbursement to Council subject to the submission to the LCLI Administrator of the following by Council:
 - (i) a LCLI Reimbursement Instalment Claim for the applicable LCLI Reimbursement Instalment Period.
 - (ii) a Tax Invoice for the instalment of LCLI Reimbursement claimed.
 - (iii) Bank statements for the applicable LCLI Reimbursement Instalment Period evidencing all interest paid by Council on the Loan during that period.
 - (iv) a Progress Report (if applicable) for the applicable LCLI Reimbursement Instalment Period.
 - (v) Any other information reasonably required by the LCLI Administrator.
- (c) The LCLI Administrator may delay the payment of any instalments to align with any batch of payments due to other councils under the scheme.

4.3 Prepayment of interest on Loan

- (a) Unless otherwise agreed by the LCLI Administrator, prepayment of interest by Council on its Loan will not entitle it to make an early LCLI Reimbursement Instalment Claim.

- (b) Any variation to the times for payment of instalments of the LCLI Reimbursement as stated in this clause is at the sole discretion of the LCLI Administrator.

5 Representations and warranties

5.1 Representations and warranties

Council represents and warrants that:

- (a) **registration:** it is a local council established under *Local Government Act 1993 (NSW)*;
- (b) **authority:** it has full power and authority to enter into and perform its obligations under this Agreement;
- (c) **authorisations:** it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (d) **binding obligations:** this Agreement constitutes its legal, valid and binding obligations;
- (e) **other sources of funding:**
 - (1) as at the date of this Agreement, Council has disclosed to the LCLI Administrator all other sources of funding provided and to be provided from third parties for the Project;
 - (2) if Council secures additional sources of funding for the Project after the date of this Agreement, it will notify this in writing to the LCLI Administrator.

6 Events of Default and Termination

6.1 Notices to the LCLI Administrator

Council must give notice to the LCLI Administrator as soon as it becomes aware of any Event of Default occurring.

6.2 Events of Default

It is an Event of Default if, whether or not it is within the control of Council:

- (a) **Project does not commence by the Project Commencement date:** Council fails to achieve Project Commencement by the due date specified in this Agreement or by any extended date otherwise agreed in accordance with this Agreement.
- (b) **Major Project delay:** the Project, or any major milestone in the Project, is delayed for a period in excess of three (3) years beyond the date for Project Completion or for achievement of the relevant Project milestone, as stated in the Project Delivery Schedule.
- (c) **Default under Loan Agreement:** Council fails to pay when due any amount due under the Loan Agreement or otherwise defaults under the Loan Agreement.
- (d) **Default under other loan agreement:** Council fails to pay when due any amount due under another loan agreement entered into by Council to fund the Project or otherwise defaults under any such loan agreement.

- (e) **Termination of other LCLI funding agreement in respect of joint Project:** another LCLI funding agreement in place in respect of the Project (if the Project is jointly conducted with another council that receives an interest reimbursement under such agreement for the Project) is terminated for default by the council that is party to that agreement.
- (f) **Non-remediable breach of Agreement:** Council fails to perform or observe any other undertaking or obligation in this Agreement and that failure is not, in the opinion of the LCLI Administrator, capable of remedy.
- (g) **Failure to fix remediable breach of Agreement:** Council fails to perform or observe any other obligation in this Agreement and that failure is, in the opinion of the LCLI Administrator, capable of remedy but Council does not remedy the failure within the period specified, after receipt by Council of a notice from the LCLI Administrator specifying the failure and requiring its remedy within the period specified in the notice.
- (h) **Authorisations:** Council fails to obtain any Authorisation necessary to enable Council to comply with its obligations under this Agreement or any such Authorisation ceases to be in full force and effect.
- (i) **Misrepresentation:** any warranty, representation or statement by Council is or becomes false, misleading or incorrect when made or regarded as made by Council under this Agreement.
- (j) **Insolvency:** Council becomes insolvent.

6.3 Consequences of Event of Default

- (a) Upon the occurrence of an Event of Default the LCLI Administrator may, at its sole discretion, by written notice to Council:
 - (i) suspend this Agreement, including payments of the LCLI Reimbursement, until the default giving rise to the suspension is resolved to the satisfaction of the LCLI Administrator or the LCLI Administrator elects to terminate this Agreement, whichever occurs sooner; or
 - (ii) terminate this Agreement.
- (b) To avoid doubt, the exercise by the LCLI Administrator of any right to suspend this Agreement is without prejudice to the LCLI Administrator's right to terminate this Agreement in accordance with its terms.

6.4 Consequences of Termination for Default

- (a) If this Agreement is terminated, Council must repay the amount of the LCLI Reimbursement that has been paid to it prior to termination.
- (b) The LCLI Administrator, on behalf of the State, may recover any outstanding reimbursement.
- (c) The LCLI Administrator may make a determination of the amount of the reimbursement referred to in subsection 6.4(a) and may serve a notice on the council requiring the amount so determined be paid in recovery of the reimbursement.
- (d) An amount equal to the reimbursement as so determined, unless the LCLI Administrator otherwise decides, is payable to the LCLI Administrator as a debt by the Council.

- (e) The LCLI Administrator may certify the amount due under the notice and that certificate is sufficient evidence of the amount due, unless the contrary is proved.

6.5 Termination by Agreement

The parties may agree to terminate this Agreement at any time on such terms as may be agreed.

7 Indemnity

- (a) Council indemnifies the Crown in right of the State of New South Wales, including the LCLI Administrator and its officers, employees and agents (those indemnified), against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which those indemnified pay, suffer, incur or are liable for, in respect of any of the following:
 - (i) the occurrence of any Event of Default;
 - (ii) the LCLI Administrator exercising its powers consequent upon or arising out of the occurrence of any Event of Default.
- (b) Any amount payable to those indemnified under this indemnity is payable on demand.
- (c) The indemnities contained in this Agreement are continuing obligations of Council, separate and independent from the other obligations of Council and survive the termination of this Agreement.
- (d) It is not necessary for those indemnified to incur or make payment before enforcing a right of indemnity conferred by this Agreement.

8 Insurance

- (a) Council must (at its expense) during the continuance of this Agreement and for a period of three (3) years after its expiration or termination, take out and maintain with a reputable insurance company the following insurance policies:
 - (i) broad form public liability insurance (that includes public liability and product liability insurance) in the amount not less than \$20 million dollars in respect of each and every occurrence and unlimited in the aggregate;
 - (ii) workers' compensation insurance in accordance with applicable legislation in respect of the employees of Council; and
 - (iii) if applicable, a professional liability policy of insurance in the amount not less than \$10 million dollars.
- (b) Council must, on request, produce satisfactory evidence to the LCLI Administrator that the insurance requirements of this clause have been effected and are current.

9 GST

- (a) Unless otherwise stated, any consideration in this Agreement (including any consideration given by the Council for the LCLI Reimbursement) is exclusive of GST.

- (b) If a supply made under or in connection with this Agreement is a Taxable Supply the party making that supply (in this cl. 9, Supplier) may, subject to issuing a Tax Invoice, recover from the recipient of that supply (in this cl. 9, Recipient) an amount equal to the GST payable by the Supplier in respect of that supply (in this cl. 9, GST Amount).
- (c) The GST Amount is payable at the same time and in the same manner as any monetary consideration for the Supply to which the GST Amount relates but no later than the end of the tax period to which the relevant taxable supply is attributable under the GST Law.
- (d) Subject to this clause, Council warrants that at the time any supply is made under this Agreement on which GST is imposed, that Council is or will be registered under the GST Law.
- (e) Subject to this clause, any invoice rendered by Council in connection with a supply under this Agreement which seeks to recover an amount of GST payable must conform to the requirements for a Tax Invoice.
- (f) If an Adjustment Event occurs in relation to a Taxable Supply under or in connection with this Agreement that gives rise to an Adjustment, then:
 - (1) the Supplier must give an Adjustment Note to the Recipient immediately upon becoming aware of the Adjustment; and
 - (2) the GST amount payable in respect of that supply will be adjusted accordingly and the Supplier (in the case of a decreased GST Amount) will provide a corresponding refund of the GST Amount to, or (in the case of an increased GST Amount) will be entitled to receive the amount of that variation from, the Recipient, as appropriate.
- (g) If an Adjustment Event occurs in relation to a Taxable Supply under or in connection with this Agreement that does not give rise to an Adjustment, for example because it occurs in the same tax period in respect of which the GST on the Taxable Supply or the input tax credit on the acquisition is attributable, the Supplier must:
 - (1) cancel any incorrect invoice issued to the Recipient and issue a correct one; and
 - (2) if the Recipient has already paid the incorrect invoice, the Supplier (in the case of a decreased GST Amount) will provide a corresponding refund of the GST Amount to, or (in the case of an increased GST Amount) will be entitled to receive the amount of that variation in the GST Amount from, the Recipient, as appropriate.
- (h) Notwithstanding any other provision of this Agreement:
 - (1) any GST Amount payable by the Recipient to the Supplier under this clause 9 will be limited to the amount of an input tax credit to which the Recipient is entitled in respect of the relevant supply which the Recipient acquires; and
 - (2) if the Commissioner of Taxation or a court determines that a supply made under or in connection with this Agreement in respect of which the Recipient has paid the Supplier a GST Amount is not a Taxable Supply then the Supplier will refund the Recipient that amount.

10 General

10.1 LCLI Coordinator

- (a) Subject to paragraph (b), the LCLI Administrator may authorise the LCLI Coordinator to perform any of the LCLI Administrator's functions under this Agreement.
- (b) The LCLI Coordinator is not authorised to agree variations to this Agreement that relate to the amount of the LCLI Reimbursement or events of default.

10.2 Assignment by Council

Council must not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of the LCLI Administrator.

10.3 Assignment by LCLI Administrator

The LCLI Administrator may at any time assign any of its rights or transfer by novation any of its rights and obligations under this Agreement to any other NSW government agency without consent of Council.

10.4 Notices

- (a) Any notice or other communication between the parties under this Agreement must be addressed to the recipient party at the address stated for that party in Attachment A, unless otherwise specified by notice in writing from the recipient party.
- (b) Any notice or other communication under this Agreement:
 - (i) where Council is the sender, must be signed by a duly authorised officer of Council;
 - (ii) is regarded as being given by the sender and received by the addressee:
 - (A) if by delivery in person, when delivered to the addressee;
 - (B) if by post, on delivery to the address; or
 - (C) if by facsimile transmission, whether or not legibly received, when received by the addressee,but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and
 - (iii) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (c) In this clause, a reference to an addressee includes a reference to an addressee's officers, agents or employees or any person reasonably believed by the sender to be an officer, agent, or employee of the addressee.

10.5 Governing law and jurisdiction

This Agreement is governed by the laws in force in the State of New South Wales and each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in the State of New South Wales, and the courts of appeal from those courts.

10.6 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, this Agreement or any power which is prohibited by any law is ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable does not affect the validity, legality or enforceability of the remaining provisions of this Agreement.

10.7 Waivers

- (a) Waiver of any right arising from a breach of this Agreement or of any power arising upon default under this Agreement or upon the occurrence of an Event of Default must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of:
 - (1) a right arising from a breach of this Agreement or the occurrence of an Event of Default; or
 - (2) a power created or arising upon default under this Agreement or upon the occurrence of an Event of Default;
 does not result in a waiver of that right or power.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right or power arising from a breach of this Agreement or on a default under this Agreement or on the occurrence of an Event of Default as constituting a waiver of that right or power.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right or power by that other party.
- (e) This clause may not itself be waived except by writing.

10.8 Dispute Resolution

The parties agree that any dispute arising under this Agreement will be dealt with as follows:

- (a) A party claiming that a dispute has arisen must give written notice of the dispute to the other party;
- (b) The parties will seek to resolve the dispute;
- (c) If the dispute is unresolved within a fourteen (14) day period (or within such further period as the parties agree in writing) then the dispute will be referred to the Australian Commercial Dispute Centre (ACDC) for mediation;
- (d) The mediation is to be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved;
- (e) If the dispute isn't settled within 28 days (or such longer period as agreed to in writing between the parties) after appointment of the mediator, or if no mediator is appointed

within 28 days of the referral of the dispute to mediation, the parties may pursue any other procedure available at law for resolution of the dispute;

- (f) The parties must continue performing their obligations under this Agreement while the dispute is being resolved, to the extent practicable to do so;
- (g) A party must attempt to settle any dispute in relation to this Agreement in accordance with this clause (Dispute Resolution) before resorting to court proceedings or other dispute resolution process;
- (h) Nothing in this clause (Dispute Resolution) prevents either party from seeking interlocutory relief or the LCLI Administrator exercising its rights to suspend or terminate this Agreement.

10.9 Relationship

- (a) Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties.
- (b) All work performed by Council and all contracts made by Council to secure the Loan and to carry out the Project must be performed and made by Council as principal and not as agent for the LCLI Administrator. In all dealings in relation to the Project and the Loan Agreement Council must act solely on Council's own account.

10.10 Variation

A variation of any term of this Agreement must be in writing and signed by the parties.

10.11 Taxes, duties and charges

Other than as specified in this Agreement, taxes, duties and charges imposed or levied in connection with this Agreement will be borne by Council.

10.12 Counterparts

- (a) This Agreement may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this Agreement by signing any counterpart.

10.13 Survival

Any clause of this Agreement that by its nature should survive termination or expiry of this Agreement shall survive such termination or expiry including, without limitation, the following:

- (a) clause 3 (General obligations of Council);
- (b) clause 5 (Representations and warranties);
- (c) clause 6.4 (Consequences of Termination);
- (d) clause 7 (Indemnity); and
- (e) clause 8 (Insurance).

EXECUTION PAGE

Date of this Agreement: _____ 2019

Executed as an agreement by LCLI Administrator:

Signed by)
Tim Hurst, Chief Executive, Office of Local)
Government, for and on behalf of the Crown in)
right of the State of New South Wales on)
_____ 2019.)

in the presence of:)

Signature of witness

Signature of Tim Hurst

Name of witness (please print)

Executed as an agreement by the Council

The seal of Shoalhaven City Council was)
affixed in our presence)
on _____ 2019)
in pursuance of a resolution of the Council)
authorising the seal to be affixed passed on)
25th June 2019.)

Mayor/Councillor

Name of signatory (please print)

General Manager/Councillor

Name of signatory (please print)

Attachment A: Agreement Details

LCLI Administrator: Postal Address: Attention: Facsimile:	Tim Hurst Locked Bag 3015, Nowra NSW 2541 LCLI Coordinator (02) 4428 4199
LCLI Coordinator: Telephone: Email:	Darren Sear (02) 4428 4134 olg@olg.nsw.gov.au
Council: Postal Address: Attention: Email:	Shoalhaven City Council PO Box 42, Nowra NSW 2541 General Manager council@shoalhaven.nsw.gov.au
Approved Projects	Project ID Number: LCLI000006 Project Name: Moss Vale Road south project Description: Provision of open space.
Loan Amount	\$ 6,370,000
Loan Schedule	To be submitted by council as Attachment D
Total LCLI Reimbursement (upper limit over the term of the loan)	\$ To be entered by OLG (GST exclusive)
Special Conditions:	To be expressed by council and entered by OLG *

* Shoalhaven City Council requests the review of dates in sections 3.1 (a) and 4.2 (a) due to the loan being drawn down on the 22nd May 2019.

Attachment B: Form of 6-monthly LCLI Reimbursement Instalment Claim

To: The LCLI Coordinator, Office of Local Government

Dear Sir/Madam

LCLI Funding Agreement dated [insert date] ("the Agreement")

Council gives notice pursuant to clause 4 of the Agreement that Council wishes to claim an instalment of the LCLI Reimbursement.

The instalment of the LCLI Reimbursement now claimed is: [identify if first, second, third etc instalment as well as whether it is the June or December claim for (.....).year].

The total amount of the LCLI Reimbursement claimed to date (inclusive of this claim) is:	[insert amount] excl. GST
Amount for this claim is:	[insert amount] excl. GST

Council certifies that:

- (a) all Loan payments have been made in accordance with the Loan Agreement to the date of this claim.
- (b) this claim is accompanied by the supporting documentation required by clause 4 of the Agreement.

Terms defined in the Agreement have the same meaning when used in this LCLI Reimbursement Instalment Claim.

Signed for and on behalf of

[insert name of Council] Council

By its General Manager

.....

Signature of General Manager

.....

Name of General Manager (please print)

.....

Date

Attachment C: Reports

Report Type	Report Content and supporting documents	Report due date
Initial Report	<ol style="list-style-type: none"> Project identification details: Council name: Project ID Number: Total Project cost: Total value of Loan: Total LCLI Reimbursement: Detailed Project Delivery Schedule with key milestones both major and minor specified and identifying the anticipated project completion date. Project Cost Estimates per milestone. 	An initial report to be submitted to the LCLI Administrator for first installment.
Progress Report	<p>Each Progress Report to be signed by Council's General Manager and to include the following:</p> <ol style="list-style-type: none"> Project identification details: Council name: Project ID Number: Total Project cost: Total value of Loan: Total LCLI Reimbursement: Project status: [One paragraph summary] Confirmation that the Loan has not been renegotiated or paid out. Tick box: On Track/Minor Delays/Major Delays (3 months plus)/Minor Change in Scope/Major Change in Scope/Completed. [NB. Above categories are to be measured referable to the Project scope and timetable advised with Council's Application.] If Major Delays/Major Change in Scope, give reasons and outline potential impact on timing and payments of LCLI Reimbursement. Project expenditure to date: (\$) Project construction to date (%) Number of new dwellings delivered directly relating to the Project. 	Each progress report to be submitted to the LCLI Administrator with each claim for an instalment of the LCLI Reimbursement, commencing with the claim for the 2nd instalment, for the term of the Agreement.

	<p>9. Comments</p> <p>10. Any further information requested by LCLI Administrator.</p> <p>Each Progress Report to be accompanied by:</p> <ol style="list-style-type: none"> 1. Bank statements showing relevant Loan repayments made to date (principal and/or interest). 2. A LCLI Reimbursement Instalment Claim Form. 	
Interim Progress Report	<ol style="list-style-type: none"> 1. Project status 2. Tick box: On Track/Minor Delays/Major Delays (3 months plus)/Minor Change in Scope/Major Change in Scope/Completed. [NB. Above categories are to be measured referable to the Project scope and timetable advised with Council's Application.] 3. If Major Delays/Major Change in Scope, give reasons and outline potential impact on timing and payments of LCLI Reimbursement. 4. Project expenditure to date: (\$) 5. Project construction to date (%) 6. Number of new dwellings delivered directly relating to the Project. 7. Comments 8. Any further information requested by LCLI Administrator 	This report is to be submitted to the LCLI Administrator three months after each instalment of the LCLI reimbursement.
Project Completion report	<p>This report to be signed by Council's General Manager and to include the following:</p> <ol style="list-style-type: none"> 1. Satisfactory evidence of Project Completion. 2. Commencement date of operation of the infrastructure/asset. 3. Any further information requested by LCLI Administrator. 	This report is to be submitted to the LCLI Administrator within 10 Business Days of Project Completion.
Final acquittal	<p>Final acquittal of LCLI Reimbursement being:</p> <ol style="list-style-type: none"> 1. A Final Statement of Expenditure that includes: <ol style="list-style-type: none"> a) the total amount spent on the Project; b) the total amount of borrowing incurred in respect of the Project; c) the total interest expense paid by Council, and 	A final acquittal to be submitted to the LCLI Administrator within 10 Business Days of the final Loan repayment.

	<p>d) the total amount of the LCLI Reimbursement received by Council.</p> <p>2. An acquittal certificate signed by the General Manager, the responsible accounting officer and an independent auditor that:</p> <p>a) The auditor has audited the Final Statement of Expenditure and confirms that it is in accordance with the relevant proper accounts and records.</p> <p>b) The LCLI Reimbursement has been expended for the Approved Purpose.</p> <p>c) The Loan has been expended for the purpose of the Project.</p> <p>d) All Loan payments have been made by Council in accordance with the Loan Agreement and the Loan is fully discharged.</p> <p>e) Project Completion has been reached.</p>	
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