

# ***MINUTES***

**TUESDAY 18 OCTOBER 2016**

Federation Council

Council Chambers, Corowa

Commenced 2.00 pm

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# Federation Council Ordinary Council Meeting - 18 October 2016



## 1. MEETING OPENING

### PRESENT:

Administrator, Mr M Eden (Chairperson), Ms KJ Kay (Director Corporate and Community), Mr KC Parker (Director Finance), Mr NP Sutton (Director Engineering) and Mr A Butler (Director Planning and Environment).

### APOLOGIES:

82/16FC **RESOLVED** that the apology received from Mr C Gillard (General Manager) be accepted.

## 2. NOTIFICATION OF PECUNIARY/CONFLICTS OF INTEREST IN MEETING BUSINESS ITEMS

Nil.

## 3. CONFIRMATION OF MINUTES

83/16FC **RESOLVED** that the Minutes of the Ordinary Meeting held on 20 September 2016 be confirmed.

## 4. ADMINISTRATOR MINUTES

Mr Eden mentioned the recent flood event which had a significant impact on communities across Federation. The SES and Council staff have worked very hard to help manage this situation.

## 5. GENERAL MANAGER REPORT

### 5.1 FEDERATION COUNCIL MERGER IMPLEMENTATION PLAN

#### Summary

The Council is progressing well with completing most of the tasks identified in Phase 1 of the Implementation Plan which is the basic audit and combination of policies, procedures and activities. Phase 2 tasks are also well underway.

#### Background

The Council adopted its Merger Implementation Plan at the August Council meeting with some 364 tasks being identified to bring the new Council together. Many of these tasks related to undertaking an audit of existing conditions, services, processes and procedures and selecting the best to go forward with.

#### Progress

As at 1 October 2016 two new items have been added but more importantly 235 tasks (64.2%) have been completed with another 86 tasks (23.5%) underway.

Many of the tasks that are underway are big issue tasks that will take some time to progress and will form the second phase of the Merger Plan. Major tasks include:

- Analysis of the services that the Council provides to the community to understand the standards that the community requires, the resources required and therefore the costs that the Council will need to incur will commence in the next month.
- Development of the Council's internal Organisation Structure which is subject of a separate report to be tabled at this Council meeting. This also includes developing a single system for salary and working conditions to be applied across the new Council.
- Development of the new Brand/Image for Federation Council - the consultants have almost completed the surveying phase with Community and Focus Group input.
- Development of a new Council website is also progressing well.
- Physical development of a new Finance System will commence in November and continue until March 2017 where both previous systems will be combined with the ability to operate the system from various sites.
- Communication systems and software platforms for a range of activities are currently being investigated and installed but are being delayed in some instances because of a lack of effective connectivity between sites. Council is looking at using other available fibre optic platforms or our own microwave link as we cannot wait or receive any guarantees on NBN or other major services.
- Research has also commenced on how the Council organisation needs to engage with the community via community committees on specific issues, focus groups, area based groups and other forms of communication. This will set up a basis of how the elected Council can best engage with the community in the future.

The Council is also progressing a project of identifying the cost savings from the merger process and how those savings might be applied in the future for improved or additional service delivery.

#### Financial Implications

Finance to develop, action and monitor the plan is drawn from Council's operational plan as well as specific funding of \$5M provided by the State Government. An amount of \$313,540 has been committed from the 12 May until 1 October 2016.

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Major expenditure envisaged in coming months will be the communications system that needs to be installed between the Urana and Corowa Offices in order that seamless services can be operated from each office, the new Finance system and the analysis of the services that Council is and needs to provide.

**FOR** information.

**Information** was noted.

## 5.2 FEDERATION COUNCIL STRONGER COMMUNITY GRANTS PROGRAM

### Summary

Applications have been assessed for the first round of this fund with recommendations provided to allocate \$595,000 to 18 projects via a first round of funding and to embark on a second round of funding in January 2017 following a series of Grant Workshops.

### Background

At the close of applications on 30 August Council had received 75 applications requesting \$3.9M from community groups across the Council towards projects costing \$7.6M. This was far more than envisaged for the first round but does show a desire across the Council for communities to improve their areas and facilities.

A report prepared by Deanne Drage of Inspiring Health Solutions is attached which outlines all of the processes involved in receiving and analysing the applications, a list of the applications and appropriate information and the Assessments Panel's recommendations.

### Financial Implications

Available funding is \$1M from the Community Grants Program for Incorporated Organisations and a further amount, to be determined by Council, for Section 355 (S355) Committees of Management from the Major Projects Fund.

The Assessment Panel has recommended funding 18 projects from across the Council area (\$165,000 for S355 Committees and \$439,000 to Incorporated organisations) totalling allocations of \$595,000 towards total project costs of \$941,347. This leaves a balance of \$561,000 to allocate from the fund in a second round with additional amount also possibly funded from the major Projects Fund to S355 Committee projects.

APPLICANT	PROJECT TITLE	TOTAL PROJECT CASH & IN KIND	AMOUNT RECOMMENDED
Boree Creek Community Committee (S355)	Memorial Hall Repairs	57,846	\$40,000
Urana Hall Committee (S355)	Exterior painting, timber window and door refurbishment - Urana Soldiers Memorial Hall	61,000	\$40,000
Urana Progress Association (S355)	Urana Adventure and Skate Park	64,500	\$40,000
Urana Bowling Club (S355)	New Kitchen	39,000	\$28,000

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Corowa Rugby Club	Club Room Improvements	10,026	\$9,000
Corowa Lawn Tennis Club	Fence Installation	33,490	\$15,000
Corowa Cricket Club	Cricket Net and Seat Upgrade	68,270	\$49,000
Corowa Racecourse and Showground Trust	Installation of Water Line	47,300	\$47,000
Corowa District Landcare Inc.	Renewable Energy Forum	6,200	\$3,000
Corowa District Historical Society	Upgrade Security at Corowa Federation Museum	22,467	\$20,000
Corowa Rutherglen Football Netball Club	Construction of new netball court at John Foord Oval	112,690	\$50,000
Howlong Football Club	Club room upgrade	83,144	\$40,000
Yarrowonga Mulwala Historical Society	Improve Heating and Cooling and Lighting at the Pioneer Museum Mulwala	52,321	\$50,000
TunzaFun Amusement Park Mulwala	Solar Panels at TunzaFun Amusement Park Mulwala	15,075	\$11,000
Oakland's Recreation Ground Committee	Oakland's Recreation Ground - Netball/Tennis Court Fencing	41,482	\$36,000
Rand Sports Ground Committee AND Rand Town Improvement Committee	Rand Community Playground	68,457	\$50,000
Rennie Netball Club on behalf of the Rennie Trust Reserve	Rennie Rural Community Hub	140,000	\$50,000
Savernake School of Arts Reserve Trust	Savernake Hall - facilities upgrade	18,080	\$17,000
<b>TOTALS:</b>		<b>941,347</b>	<b>\$595,000</b>

### RECOMMENDED that:

1. The attached Report be noted and that the above Projects be funded from the First Round of the Stronger Community Grants.
  - Major Projects Fund (Section 355 Committee Projects): 4 Projects totalling \$165,500.
  - Community Grants Program (Incorporated Organisations): 14 Projects totalling \$439,000.
2. Funds are to be dispersed in three intervals: 50% start up, 40% midway or as negotiated as per project requirements and 10% on completion and provision of a completion report;
3. A Second Round of Applications be called for commencing on 11 January 2017 with a closing date of 8 March 2017;
4. That, given the generally poor standard of applications for Round 1, that a series of Grant Workshops be held in late November, 2016 to assist community organisations understand the processes and requirements for applying for these and other grants; and
5. That appropriate publicity be given to the current allocation of grants and the processes to be followed and for the Grant Workshops and Second Round of Grant applications.

84/16FC **RESOLVED** that:

1. The attached Report be noted and that the above Projects be funded from the First Round of the Stronger Community Grants.
  - Major Projects Fund (Section 355 Committee Projects): 4 Projects totalling \$165,500.
  - Community Grants Program (Incorporated Organisations): 14 Projects totalling \$439,000.
2. FUNDS are to be dispersed in three intervals: 50% start up, 40% midway or as negotiated as per project requirements and 10% on completion and provision of a completion report;
3. A Second Round of Applications be called for commencing on 11 January 2017 with a closing date of 8 March 2017;
4. A series of Grant Workshops be held in late November, 2016 to assist community organisations understand the processes and requirements for applying for these and other grants; and
5. That appropriate publicity be given to the current allocation of grants and the processes to be followed and for the Grant Workshops and Second Round of Grant applications.

### **5.3 ADDENDUM - FEDERATION COUNCIL ORGANISATION STRUCTURE**

#### **Summary**

The Council is progressing with the development of an Organisation Structure that will support the Council and develop and deliver the required services to the community. This report recommends the adoption of a Structure which will be provided to the staff and their Unions for consultation and further review before being finally adopted by Council in late November 2016.

#### **Background**

Following the merger of the Councils on 12 May 2016 the Council adopted an Interim Organisation Structure with the purpose of tying the two separate workforces into one cohesive unit until an analysis could be undertaken of the services that the Community believed that the Council should undertake.

Whilst it was expected that there would be a fairly standard range of services that would be required and therefore a large majority of Council's existing staff and other resources, procedures and practices would be applied to the new organisation there was a recognition that the Council has a once off chance of looking at other services that the community might require and which might result in opportunities to develop the organisation. There was also an expectation that the merger would result in efficiencies in Council's management and administration, reduction in duplication from previously having two organisations doing basically the same thing and achieving cost savings in having greater purchasing power.

KPMG projections developed in studying the Councils in 2015 suggested that savings of \$2.5M (in FY2015 dollar value) could be achieved over a 20 year period through a range of savings in staff costs, materials and contract purchases and other expenditure as a result of the above.

The question for Council is if savings can be achieved, should some if not all of these savings, be turned into a greater level of services for the community.

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Community research has revealed that there is an expectation that Council should do more in research and developing economic development opportunities as well as placing an emphasis on strategic development of the services and facilities that the community needs.

The Council has therefore, in researching the style of the structure of the organisation, combined the services that have previously been in place and added a new emphasis on economic development and strategic planning services to complement and enhance current functions.

### **Progress**

The Council has undertaken research via external consultants and focus groups and internal workshops to arrive at a structure that Council thinks can deliver what is required.

It is proposed that Council adopt the attached structure as a starting point in formal discussions with staff and their Unions which is required under the Local Government Act and Awards. This consultation would be for a 28 day period in which comments would be provided to the General Manager and Project Management Office. Comments would then be analysed and the structure reviewed ready for presentation to Council for final adoption.

The structure would remain in place until such time as altered by the newly elected Council which is required to review the structure within 12 months of being elected.

All existing staff would need to be transferred into the new structure as they have a guarantee of employment until 11 May 2019 under their current terms and conditions. The appointment of all staff to the new structure is covered by the Local Government Act, the Award and other directives issued by the Department of Premier and Cabinet.

It is envisaged that the final Organisation Structure will be adopted by Council in late November and recruitment of employees to the Director positions would be finalised soon after that. It would not be until after Christmas that other positions would be filled with the aim to have the process completed by March 2017.

A copy of the proposed Organisation Structure in a conceptual reporting format is attached. This covers the positions/teams required in the organisation and not any allocated person envisaged for that position. A more detailed chart of each of the team positions below Managerial level is being developed as part of the ongoing consultation process in line with the suggested numbers on the attached chart.

### **Financial Implications**

Finance is currently available in the Council's existing budgets and financial plans to support the proposed structure. In the base year of 2015 an actual amount of \$10.54M was the cost of salaries and wages plus all benefits and costs including leave entitlements, travelling, superannuation, workers compensation insurance, FBT, training and other minor costs.

**RECOMMENDED** that the Federation Council Organisation Structure dated 18 October 2016 be adopted for the purposes of formal 28 day consultation period with employees of Federation Council and their respective Unions and that the two Director positions be advertised forthwith.



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85/16FC     **RESOLVED** that the Federation Council Organisation Structure dated 18 October 2016 be adopted for the purposes of formal 28 day consultation period with employees of Federation Council and their respective Unions.

**C GILLARD**  
**GENERAL MANAGER**

## 6. DIRECTOR CORPORATE AND COMMUNITY REPORT

### 6.1 HIGH RIVER LEVELS - TOURISM

#### Summary

Federation Council has teamed up with tourism operators to drive a social media campaign promoting the region, following the high river levels and subsequent flooding that has been experienced recently. The aim of the campaign has been to minimise the impact of the flood event on visitation to the region.

#### Background

Stakeholders have been encouraged to use the hashtags #ourmightymurray, #visitcorowaregion and #visitthemurray on their social media channels and were provided with a series of graphics which showcase some of the experiences visitors can still enjoy in the region.

The Visit Corowa Region Facebook and Instagram pages have been posting the graphics and paid advertising has helped to increase exposure.

A short promotional video has been produced and used as part of the campaign, featuring aerial footage of the Murray River, Corowa Golf Course and vibrant canola crops. The video is the first in a series that will showcase various locations across the region. To date, the video has reached almost 16,800 people and has been viewed 6,200 times.

To support the delivery of consistent messages, a range of information has been prepared and circulated to tourism stakeholders to assist with responding to enquiries about the flood from residents and visitors.

Stakeholders have been encouraged to communicate the following messages with visitors, friends and family:

- The rising river levels have had no impact on townships - we are still open for business!
- There are a number of events and school holiday activities for visitors to enjoy over the coming weeks. A school holiday calendar of events is available, in addition to our regular monthly calendar.
- The Murray region offers visitors a number of experiences they can still enjoy such as bike riding, bird watching, cruises, kayaking, golf, walking, events and festivals and wonderful food and wine experiences.
- The Visit Corowa Region website provides a range of information about the many experiences available for visitors to enjoy. Visit [www.visitcorowaregion.com.au](http://www.visitcorowaregion.com.au)
- If in doubt, contact the Corowa Visitor Information Centre on **(02) 6033 3221** and we will be happy to assist!

Council has been in regular contact with Murray Regional Tourism and is providing information about the impact of the high river levels on the tourism industry so that this can be provided to the Minister for Tourism and International Education.

#### Financial Implications

The total budget for this campaign is under \$1,000. This includes the production of the promotional video (through the use of a Drone).

**FOR** information.

**Information** was noted.

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## 6.2 2017 COMMUNITY CALENDAR - PHOTO COMPETITION

### Summary

Planning is underway for the 2017 Community Calendar which this year, will capture what makes towns within the Federation Council area a great place to live.

### Background

Council is inviting residents to share the local treasures of their town by submitting photos that reflect the uniqueness of where they live.

Photos could include a significant natural feature, the great clubs and local people, the wide open spaces, historic buildings, wild life, cafes or local meeting places or natural or man-made works of art - the options are endless.

Thirteen photographs will be selected for use in the 2017 Community Calendar and a prize of \$100 per photo selected will be offered. The calendar is delivered to all residents in the Federation Council area and copies of the calendar are also made available for purchase.

Entries into the photo competition close on 28 October 2016 and entry forms are available on Council's website.

### Financial Implications

The Community Calendar will have a production and postage cost of approximately \$8,000. This is allocated within Council's financial plan.

**FOR** information.

**Information** was noted.

## 6.3 LIGHT UP FEDERATION

### Summary

Residents are being encouraged to light up the community by decorating their homes with Christmas lights and decorations this festive season.

### Background

Federation Council is again running a community Christmas light competition throughout the Council area and registrations are now open.

Registered homes will go into the running to win \$1,000 cash for the 'Best House' category. The title of 'Best Street' will also be awarded, with the winning street to have a sign placed below their existing street sign to recognise their success.

Categories will be judged by residents and visitors via an anonymous voting process. Voting forms will be available at any Council office or can be completed online. Residents will also be able to nominate their favourite display via Council's Facebook page.

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Participating homes will be included on a 'Light Up' flyer, which will be available for residents and visitors to collect from any Council office or to download from the Visit Corowa Region website.

The flyer will guide people as they visit the Christmas light displays around the region.

Registration is free and closes at 5pm, Friday 2 December 2016. A registration form is available on the Federation Council website [www.corowa.nsw.gov.au](http://www.corowa.nsw.gov.au) and Visit Corowa Region website [www.visitcorowaregion.com.au](http://www.visitcorowaregion.com.au)

## Financial Implications

The budgetary cost of this initiative is \$1,500.

**FOR** information.

**Information** was noted.

## 6.4 BALD ARCHY EXHIBITION

### Summary

The Bald Archy Exhibition held at the Corowa Art Space between 10 September and 2 October 2016 was a success.

### Background

Approximately 1,900 people attended the 2016 Bald Archy exhibition. This is 700 more than last year. The majority of people attending the Bald Archy were from outside the local area. Analysis of the data revealed that approximately 25% of visitors to the exhibition came from Corowa and surrounds, however the majority travelled from neighbouring regional areas and from further afield such as Melbourne and Sydney suburbs.

Overall, the exhibition attracted more than 1,400 new people into our local area within the three week period. Without the generous assistance of the forty two local people who volunteered to assist with gallery duties during the 22 day exhibition period, the Bald Archy would not have enjoyed the outstanding success it has experienced this year.

### Financial Implications

Nil. Through the significant voluntary contributions which made this event possible, the entry revenue to the Bald Archy has funded the cost of hosting the exhibition.

**FOR** information.

**Information** was noted.

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## 6.5 AUSTRALIA DAY CELEBRATIONS

### Summary

Nominations will open for Australia Day Awards on Tuesday 1 November 2016.

### Background

Australia Day awards for 2017 will include:

- Federation Council Citizen of the Year;
- Federation Council Young Citizen of the Year;
- Federation Council Community Event of the Year; and
- Federation Council Community Project of the Year.

There will be one award given for the whole of the Federation Council in each category.

Nominations open Tuesday 1 November 2016.

Nominations close Thursday 1 December 2016.

Winners will be announced at the Australia Day event in Urana on Thursday 26 January 2017.

### Australia Day Event

The Australia Day event will be a community event to be held at Urana Aquatic Centre on Thursday 26 January 2017 from 10am to 3pm. The event will be a free family friendly day including a BBQ, fun water activities such as the wacky raft race and water ski demonstrations, children's amusements and activities and live entertainment.

The day will include Australia Day formalities such as the welcome address, citizenship ceremonies, award presentations, ambassador guest speaker, flag raising ceremony and the singing of the National Anthem.

The Council Australia Day event will be held at a different location each year, to ensure this is fairly rotated throughout the whole Council area.

Community groups will be able to continue to hold their own Australia Day events but it is proposed that Council only sponsor and support one event each year.

Towns will be chosen in reverse alphabetical order with Savernake in 2018.

### Financial Implications

The budget allowance to be made each year is \$8,000 and is within existing budget.

**FOR** information.

**Information** was noted.

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## 6.6 COMMUNITY GRANTS PROGRAM

### Summary

The 2016/2017 Federation Council Community Grants Program closed on 30 September 2016. Seven applications were received requesting a total of \$18,340 in funds.

### Background

Please find attached to the agenda a summary of all applications received and the respective funding recommendations.

The purpose of the Community Grants Program is to foster community partnerships that will deliver positive outcomes for members of the community. This may be through improved services and resources, skill development and training opportunities, arts and culture, community participation and cohesion and improved quality of life and wellbeing.

This program will continue to run two rounds of funding each year, with a total annual budget of \$30,000.

These programs are a great opportunity for Council to support events and projects that we know provide really positive benefits to our local community. Council understands the level of resources that go in to delivering successful events and community projects so we are pleased to facilitate this grant programs.

Fewer applications have been received in this funding round which is due to the Stronger Regions funding opportunity being also made available for Federation Council community groups

### Financial Implications

A total of \$12,000 in cash grants is recommended for funding and \$3,840 of in kind contributions. The total annual budget available for two funding rounds is \$30,000.

**RECOMMENDED** that the following applications for grant funds are approved:

- \$840 in kind contribution for the Mulwala Public School to host a three day Art Show and Silent Auction at the Mulwala Civic Centre;
- \$3,000 cash contribution for the Savernake School of Arts Committee to host a biannual art event/country halls tour and to celebrate the opening of the newly renovated hall;
- \$3,000 cash contribution for the Mulwala Progress Association to supply an additional table and chairs at Digger Loughnan Park Mulwala;
- \$3,000 cash contribution for Oaklands Community Health and Fitness Centre to allow for improvements to the exercise room and enable all weather training for football/netball clubs as well as other users such as yoga and fitness classes;
- \$3,000 cash contribution for the Corowa Amateur Swimming and Life Saving Club to fund traffic management required for the 2017 triathlon event; and
- \$3,000 in kind funds to the Federation Arts Committee to allow the free use of the Memorial Hall for a four week period to host the Federation Arts Exhibition.

86/16FC **RESOLVED** that the following applications for grant funds are approved:

- \$840 in kind contribution for the Mulwala Public School to host a three day Art Show and Silent Auction at the Mulwala Civic Centre;
- \$3,000 cash contribution for the Savernake School of Arts Committee to host a bi annual art event/country halls tour and to celebrate the opening of the newly renovated hall;
- \$3,000 cash contribution for the Mulwala Progress Association to supply an additional table and chairs at Digger Loughnan Park Mulwala;
- \$3,000 cash contribution for Oaklands Community Health and Fitness Centre to allow for improvements to the exercise room and enable all weather training for football/netball clubs as well as other users such as yoga and fitness classes;
- \$3,000 cash contribution for the Corowa Amateur Swimming and Life Saving Club to fund traffic management required for the 2017 triathlon event; and
- \$3,000 in kind funds to the Federation Arts Committee to allow the free use of the Memorial Hall for a four week period to host the Federation Arts Exhibition.

## 6.7 TOURISM GRANTS PROGRAM

### Summary

A total of twelve applications were received for the 2016/ 2017 Tourism Events Grants Program. A total of \$33,050 in cash sponsorship was applied for and \$2,910 of in kind support.

### Background

Please find attached to the agenda summary and assessment of the grant applications.

The Tourism Events Grant program aims to support festivals, community events and celebrations that showcase the area as a visitor destination, enhance community identity and pride and bring tourism and economic benefits to the region.

Council has allocated \$20,000 towards the program in this year's budget which will be allocated in one round of funding. Eligible events must be held between 30 December 2016 and 29 December 2017.

### Financial Implications

A total budget of \$20,000 was allocated for this program and it is proposed that this be awarded in full.

**RECOMMENDED** that all events receive some funding with the following amounts being approved:

- Festival of Dance requested and to be granted \$600 plus hire of Memorial Hall for a week, set up and pack down valued at \$1,470.
- Oaklands Lions Club Truck & Equipment Show requested \$5,200, to be granted \$3,000.
- Yarrawonga Mulwala Multi Sport Festival requested \$5,000, to be granted \$3,000.
- Corowa 38th Swim in and Military Parade requested \$3,800 plus 300 Council folders and printing to the value of \$550, to be granted \$2,000 plus in kind support as requested.
- Opera at Morundah requested \$3,000, to be granted \$2,500.
- Federation Festival requested \$3,000, to be granted \$2,000.
- Australian Formula Powerboat Grand Prix requested \$3,000, to be granted \$1,500.

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- Twin Shire Ride and Drive requested \$450, to be granted \$400.
- 3 River Orchid Show requested \$3,000, granted \$2,000 plus the hire of Oddfellows Hall for three days including set up and pack down valued at \$890.
- Grazing on the Green requested \$1,000, to be granted \$1,000.
- Marcus Fraser Ambrose requested \$2,000, to be granted \$1,500.
- The Corowa Triathlon is being recommended for funding through the Community Grants Program.

87/16FC **RESOLVED** that all events receive some funding with the following amounts being approved:

- Festival of Dance requested and to be granted \$600 plus hire of Memorial Hall for a week, set up and pack down valued at \$1,470.
- Oaklands Lions Club Truck & Equipment Show requested \$5,200, to be granted \$3,000.
- Yarrawonga Mulwala Multi Sport Festival requested \$5,000, to be granted \$3,000.
- Corowa 38th Swim in and Military Parade requested \$3,800 plus 300 council folders and printing to the value of \$550, to be granted \$2,000 plus in kind support as requested.
- Opera at Morundah requested \$3,000, to be granted \$2,500.
- Federation Festival requested \$3,000, to be granted \$2,500.
- Australian Formula Powerboat Grand Prix requested \$3,000, to be granted \$1,500.
- Twin Shire Ride and Drive requested \$450, to be granted \$400.
- 3 River Orchid Show requested \$3,000, granted \$2,000 plus the hire of Oddfellows Hall for three days including set up and pack down valued at \$890.
- Grazing on the Green requested \$1,000, to be granted \$1,000.
- Marcus Fraser Ambrose requested \$2,000, to be granted \$1,500.
- The Corowa Triathlon is being recommended for funding through the Community Grants Program.

### 6.8 MOBILE PRESCHOOL

#### Summary

The Federation Council mobile preschool service is looking forward to a busy and exciting term four.

#### Background

We are pleased to welcome some new staff to the service with the following arrangements in place for each location:

Monday: Boree Creek – Fiona Brooks and Michelle Hanlon

Tuesday: Oaklands – Shelley Chandler and Sarah Anderson

Wednesday: Rand – Jessica Parascos and Michelle Hanlon

Thursday: Urana – Fiona Brooks and Sarah Anderson

Shelley Chandler from the Corowa Preschool will be taking up the role as nominated supervisor. We appreciate the ongoing support of Shelley and the Corowa Preschool towards our service.

Council would like to thank Virginia Jones for her valuable contribution to the Mobile Preschool.



## Federation Council Ordinary Council Meeting - 18 October 2016

Other changes to the service include the introduction of KindyHub. Over the last term, Rand and Oaklands families have been using KindyHub to learn about the preschool program. KindyHub will now be introduced to the Boree Creek and Urana Preschool.

This program can be downloaded to your phone as an app, or alternatively, families can receive a report about the preschool day via email. KindyHub is a great way to understand what happens at preschool.

A newsletter will now also be regularly circulated to preschool families with the first newsletter having been circulated this week.

An expression of interest process has been undertaken on potential enrolments for 2017 and 2018. At this stage there are sufficient numbers at Oaklands and Rand locations, however current potential enrolment numbers for the Urana and Boree Creek locations are under the minimum requirements set by the NSW Government as a condition of funding. Additional work is being undertaken at these locations with the hope of securing further enrolments so the service can continue.

We hope to be in a position to confirm enrolments for 2017 before the end of November.

The NSW Government have recently released a new funding package for Preschools which has been widely promoted. This should reduce the cost of preschool fees for families (not necessarily by the 30% figure that has been widely promoted). While this is a positive outcome, this funding package does not apply to any mobile preschool services and is likely to create some challenges for our service.

### **Financial Implications**

Nil.

**FOR** information.

**Information** was noted.

**KJ KAY**  
**DIRECTOR CORPORATE AND COMMUNITY**

# Federation Council Ordinary Council Meeting - 18 October 2016

## 7. DIRECTOR FINANCE REPORT

### 7.1 STATEMENT OF BANK BALANCES AND RECONCILIATION AS AT 30 SEPTEMBER 2016

Balance as per Bank Statement:

General Account	0000 0022	51,919.68
General Account	1007 7409	57,309.30
Business Online Saver Account	10142522	364,800.23
Business Online Saver Account	10161811	540,000.00
Investments		41,505,483.06

Sub Total 42,519,512.27

Plus Deposits not yet lodged:

Corowa	30-September	13,053.62
Library	30-September	3.50

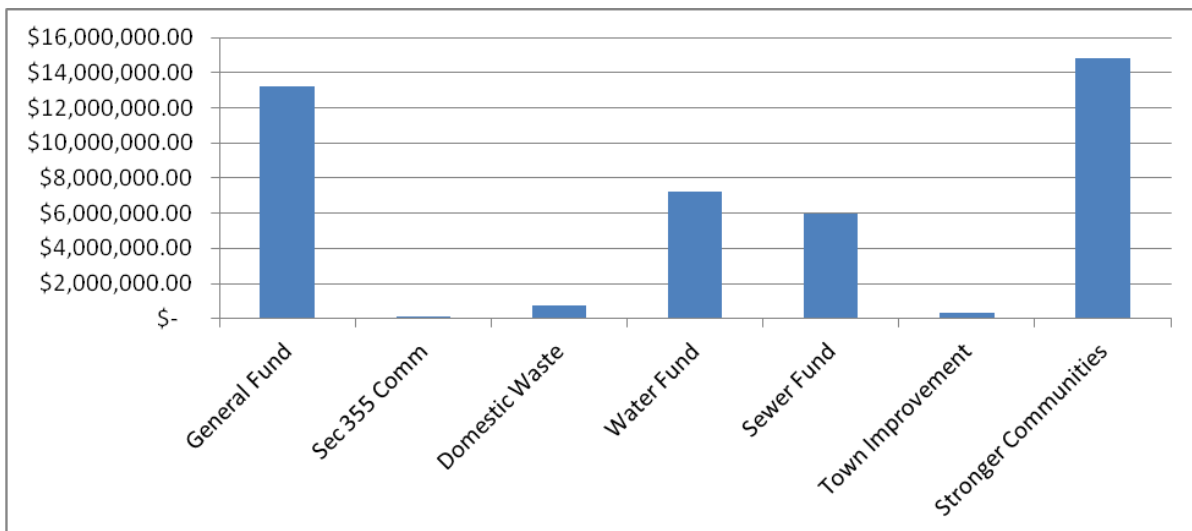
Sub Total 42,506,455.15

Less Unpresented Cheques: 4,803.45

Balance as per Ledger 42,501,651.70

Less External Restricted Funds 29,255,527.44

**Balance of General Fund Ledger 13,246,124.26**



#### CERTIFICATE OF RECONCILIATION

*I CERTIFY THAT THE COUNCIL'S GENERAL LEDGER BANK ACCOUNTS HAVE BEEN RECONCILED WITH THE APPROPRIATE BANK STATEMENTS AS AT 30 SEPTEMBER 2016.*

*S NORMAN*  
MANAGER FINANCE

**RECOMMENDED** that the report on Statement of Bank Balances and Reconciliation as at 30 September 2016 be noted.

# Federation Council Ordinary Council Meeting - 18 October 2016

88/16FC **RESOLVED** that the report on Statement of Bank Balances and Reconciliation as at 30 September 2016 be noted.

## 7.2 SCHEDULE OF INVESTMENTS AS AT 30 SEPTEMBER 2016

The following list of investment securities is held as at 30 September 2016. Investment of funds on behalf of Council has been undertaken in accordance with the Local Government Act and Regulations.

### INVESTMENTS

Investment Type	Institution	Amount Lodged	Date Lodged	Rate	Days	Maturity Date
Term Deposit	NAB	\$2,537,547.41	02/04/2016	3.15	182	01/10/2016
Term Deposit	ANZ	\$1,022,379.97	03/06/2016	2.75	122	3/10/2016
Term Deposit	Bank of Sydney	\$700,000.00	05/07/2016	3.00	91	4/10/2016
Term Deposit	CBA	\$500,000.00	12/07/2016	2.79	91	11/10/2016
Term Deposit	Bankwest	\$150,000.00	16/08/2016	2.60	56	11/10/2016
Term Deposit	CBA	\$500,000.00	12/08/2016	2.62	67	18/10/2016
Term Deposit	CBA	\$1,000,000.00	20/06/2016	2.82	122	20/10/2016
Term Deposit	CBA	\$720,000.00	23/08/2016	2.56	63	25/10/2016
Term Deposit	ANZ	\$1,030,057.95	07/09/2016	2.25	55	01/11/2016
Term Deposit	NAB	\$550,000.00	02/08/2016	2.75	70	01/11/2016
Term Deposit	NAB	\$1,333,655.93	11/05/2016	3.00	184	11/11/2016
Term Deposit	NAB	\$500,000.00	19/07/2016	2.85	119	15/11/2016
Term Deposit	CBA	\$1,000,000.00	20/06/2016	2.82	153	20/11/2016
Term Deposit	Westpac	\$500,000.00	22/08/2016	3.00	92	22/11/2016
Term Deposit	Bank of Sydney	\$330,000.00	30/08/2016	2.50	90	28/11/2016
Term Deposit	NAB	\$1,195,233.75	29/05/2016	3.00	184	29/11/2016
Term Deposit	Bank of Sydney	\$310,000.00	06/09/2016	2.50	91	06/12/2016
Term Deposit	NAB	\$300,000.00	09/08/2016	2.75	119	06/12/2016
Term Deposit	CBA	\$1,022,549.98	05/09/2016	2.54	92	06/12/2016
Term Deposit	NAB	\$1,286,348.05	09/03/2016	3.00	275	09/12/2016
Term Deposit	CBA	\$400,000.00	13/09/2016	2.56	91	13/12/2016
Term Deposit	NAB	\$1,095,939.03	03/09/2016	2.65	101	13/12/2016
Term Deposit	NAB	\$2,500,000.00	17/06/2016	3.05	183	20/12/2016
Term Deposit	NAB	\$1,294,204.96	20/06/2016	3.05	183	20/12/2016
Term Deposit	NAB	\$3,000,000.00	17/06/2016	3.05	187	21/12/2016
Term Deposit	NAB	\$2,500,000.00	17/06/2016	3.05	194	28/12/2016

## Federation Council Ordinary Council Meeting - 18 October 2016

Term Deposit	NAB	\$2,060,105.19	02/07/2016	3.00	184	02/01/2017
Term Deposit	Bank of Sydney	\$390,000.00	06/07/2016	2.50	119	03/01/2017
Term Deposit	Bendigo	\$230,000.00	27/09/2016	2.25	105	10/01/2017
Term Deposit	BOQ – FIIG	\$390,000.00	27/09/2016	2.45	112	17/01/2017
Term Deposit	BOQ – FIIG	\$390,000.00	27/09/2016	2.45	112	17/01/2017
Term Deposit	ANZ	\$2,115,486.87	21/09/2016	2.69	118	17/01/2017
Term Deposit	CBA	\$1,007,135.63	20/09/2016	2.60	121	19/01/2017
Term Deposit	Westpac	\$500,000.00	22/08/2016	3.00	155	24/01/2017
Term Deposit	Westpac	\$500,000.00	25/08/2016	3.00	159	31/01/2017
Term Deposit	Westpac	\$600,000.00	22/08/2016	3.00	183	21/02/2017
Term Deposit	Bendigo	\$2,000,000.00	17/06/2016	2.85	273	17/03/2017
Term Deposit	CBA	\$1,044,838.35	31/08/2016	2.56	209	28/03/2017
Term Deposit	Westpac	\$500,000.00	25/08/2016	3.00	215	28/03/2017
Term Deposit	Westpac	\$500,000.00	25/08/2016	3.00	243	25/04/2017
Term Deposit	Bendigo	\$2,000,000.00	20/06/2016	2.85	365	20/06/2017

**\$41,505,483.06**

### CERTIFICATE OF RECONCILIATION

*I CERTIFY THAT THE INVESTMENTS HAVE BEEN MADE IN ACCORDANCE WITH SECTION 625 OF THE LOCAL GOVERNMENT ACT 1993, THE REGULATIONS AND COUNCIL'S POLICIES.*

*S NORMAN  
MANAGER FINANCE*

**RECOMMENDED** that Council note the report on the schedule of investments as at 30 September 2016.

89/16FC **RESOLVED** that Council note the report on the schedule of investments as at 30 September 2016.

### 7.3 TENDER - POWER SUPPLY SMALL SITES – LOCAL GOVERNMENT PROCUREMENT – ELO0116

#### Summary

Local Government Procurement (LGP) ran a request for tender for the supply of electricity on behalf of the former Urana Council and a number of other Councils in June 2016. The tender documentation has now been returned for signing and will be tabled to this meeting.

The former Corowa Shire Council did not partake in the final round of this process and were not included in the tender evaluation. However, it was requested that the former Corowa Shire section

## Federation Council Ordinary Council Meeting - 18 October 2016

of the Federation Council now be included in this contract, to take advantage of the better electricity pricing, but this was not possible at this late stage in the tender process.

### Background

Fifty five (55) NSW Councils gave authorisation to Local Government Procurement (LGP) to run a request for tender on their behalf for the supply of electricity. The second stage of this tender process for Small Sites was issued on 1 June 2016 and closed on 9 June 2016. This process was a closed tender utilising the panel of electricity retailers that was established from a previous Expression of Interest (EOI).

The successful tenderer is Origin Energy. A further part of this tender will be a section for Street Lighting Power Costs.

### Report

LGP has advised that it has received very competitive bids for supply of electricity to our organisation through this tender process. Despite market prices rising and regular negative press publicity regarding the electricity market generally, the bids received show significant reductions over the benchmark pricing identified in the initial letter to the former Urana Council.

The technical evaluation was initially performed by *Trans Tasman Energy Group Ltd (TTEG)* and the detailed report reviewed and validated by LGP followed by the Tender Evaluation Working Group comprising of representatives from the following areas:

1. Bega Valley Shire Council
2. Kiama Municipal Council
3. Cumberland Council
4. Albury City Council

### Financial Implications

#### Tender Prices

The Maximum Price Declaration provides a considerable discount off the retailer's standard rates. In addition, LGP has obtained, through this tender process, further discount below the benchmark energy discount for Small Sites.

This will represent a saving in the order of \$15,000 (or more) on power cost incurred by the former Urana Shire Council in 2015/16.

There will be a significant price advantages over other current market prices and it will provide a buffer against potential increases in the short to medium term.

#### **RECOMMENDED** that:

1. The report on consideration of Federation Council's supply of power for Small Site under Local Government Purchasing Tender LEO 0116 be noted.
2. Federation Council accept the tender for supply of power for Small Sites under Local Government Purchasing Tender LEO 0116 (Former Urana Shire Area Only) including Street Lighting.
3. Federation Council authorise the signing of documents required under this tender process.

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90/16FC **RESOLVED** that:

1. The report on consideration of Federation Council's supply of power for Small Site under Local Government Purchasing Tender LEO 0116 be noted.
2. Federation Council accept the tender for supply of power for Small Sites under Local Government Purchasing Tender LEO 0116 (Former Urana Shire Area Only) including Street Lighting.
3. Federation Council authorise the signing of documents required under this tender process.

**KC PARKER**  
**DIRECTOR FINANCE**

## 8. DIRECTOR ENGINEERING REPORT

### 8.1 ROAD MAINTENANCE ACTIVITIES

The following activities were undertaken within the months of August and September 2016:

- (a) The inclement weather conditions and flooding have had a significant impact on programming, with efforts applied to responding to these impacts on the network generally, especially management of water over roads and fallen trees. The following roads have been most significantly affected:
- Mahonga Road (between Bidgeemia Road and Rand)
  - Hunters Road (Lowesdale)
  - Minns Road, Coreen/Daysdale (between Narrow Plains Road and Emu Park Road)
  - Daveys Hill Road (Daysdale)
  - The service road alongside Bridge Road (Corowa)
  - Lockhart/Urana Road - Detour made available via Boree Creek
  - Wangamong Road (Urana)
  - Nowranie Road (Urana)
  - Walbundrie - Rand Road
  - Five Ways Road (Four Corners Road)
  - Narrow Plains Road - approx. 20km from Daysdale
  - Woodhouse Road (Urana)
  - Darcys Road (Oaklands)
- (b) Road Maintenance Grading, gravel patching and re-sheeting activities were undertaken on the following roads:
- Shiloh Road
  - Annandale Road
  - Telephone Lane
  - Lowdens Road
  - Carmichaels Road
  - Wangamong Road
  - Lumeah Road
  - Pattersons Road
  - Uralla Road
  - Glenhope Road
  - Lilimani Road
  - Hanrahans Road
  - Daveys Hill Road
  - Coles Road
  - Minns Road
  - Savernake streets
  - Pearce Street Howlong
- (c) Sealed Road Patching Work – programmed work has been constrained because of the wet conditions, and patching has been carried out when possible with priority given to defects on the busiest roads in the network.

**FOR** information.

**Information** was noted.

## 8.2 CONSTRUCTION ACTIVITIES

Recent weather conditions have had a major impact on delivery of the Capital Works program. Some projects have commenced and then been placed on hold. Monitoring of site conditions is ongoing to minimise community impact and to reactivate projects as soon as conditions allow.

Works started or completed since last report include:

1. Merton Road Redlands – The two sections on Merton Road (at Freyers Road and at Bolinda Glen Road) are on hold due to the wet conditions. Work will continue when the site improves.
2. Redlands Road Redlands – Ongoing reconstruction of segments of pavement between Glenlea Road and Burnewang Road.
3. Strontian Road – initial preparation carried out for reconstruction, however this project is on hold until conditions improve.
4. Inglis Street/Lucan Street Mulwala – kerb returns at the intersection adjacent to the railway level crossing have been constructed.
5. Lucan Street Mulwala – improvements to drainage at the frontages of properties opposite Mulwala Cemetery have been carried out.
6. Melbourne Street Mulwala – provision of a section of footpath approximately 80m long south of Bayly Street linking two existing sections is underway.
7. Dawe Street Corowa – approximately 200m of footpath between Tower and Wanstead Streets has been installed.
8. Tower Street Corowa – approximately 560m of footpath between Wanstead and King Streets, linking existing paths to the High School has been installed.
9. Tower Street Corowa – a section of footpath approximately 25m long was installed in conjunction with the High School Year 12 memento program.
10. Hovell Street Howlong – kerb & gutter construction and shoulder widening creating 12 angle parking bays south of Hawkins Street has been completed.
11. Kennedy Street Howlong – footpath linking separate sections of the road has been provided.
12. Larmer Street Howlong – footpath construction between Hoddle and Bank Streets has commenced.
13. Jude Street Howlong – east of Sturt Street – has been gravelled and sealed.
14. RSL Park Corowa – shared path through the park and along the former rail line has been constructed.

**FOR** information.

**Information** was noted.



### 8.3 COUNCIL'S RESPONSE TO RECENT FLOODING

The Murray River peaked near 7.8m in Corowa on Friday 7 October. The Billabong Creek also broke its banks, and the Yanco Creek and Colombo Creek systems were affected by rainfall and additional flows from the Murrumbidgee River. This resulted in moderate flooding across the Council area and has impacted on low lying areas along the riverfront in Corowa, Howlong and Mulwala.

Federation Council has continued to work closely to support the SES and other agencies during this time.

The following information is provided to indicate Council's response to the circumstances:

#### ***Corowa Civic Centre***

Access to the Corowa Civic Centre was impacted by flood water and was closed to the public from Thursday 6 October until Monday 17 October.

A temporary Council office and Visitor Information Centre was located at Oddfellows Hall (Sanger Street, next to the Shell Service Station) and operated daily (9am - 4:30pm) for residents to make payments, lodge development applications and make general enquiries.

Some of Council's records were relocated at the normal storage location was likely to be inundated. This is a matter for consideration to reduce this potential in future.

Council staff continued to work from the Corowa Civic Centre, however the building was closed to the public.

#### ***Urana Council Office***

The Urana Council office and depot were not impacted by flood water and continued to operate as normal. Council staff monitored the rise and fall of stormwater in Urana, Boree Creek, Rand and Morundah.

#### ***Corowa Visitor Information Centre (VIC)***

A pop up VIC was located at the Oddfellows Hall and operated daily from 9am - 4:30pm. Visitors were encouraged to visit the tourism destination website [www.visitcorowaregion.com.au](http://www.visitcorowaregion.com.au) for information about visiting the region, including events and activities.

#### ***Service NSW***

The Service NSW agency has been closed.

A Service NSW Officer was stationed at the Oddfellows Hall to assist customers with some transactions that could be completed online. Several days of license testing was rescheduled but additional testing days have been introduced to help reduce the level of inconvenience.

#### ***The Corowa Library***

The Corowa Library was closed, however efforts were made to provide a home delivery service for items on order.

Library returns could be made to the Oddfellows Hall.

#### ***Road Closures***

There were a significant number of road closures or changes to traffic conditions in place across the Federation Council area during this time. Regular updates were posted to Council's website seven days a week during this period. This situation will continue to be monitored until water levels return to normal.

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## **Public areas / reserves**

A number of public areas along the riverfront have been impacted by flood water, including:

- Ball Park precinct (Corowa Tennis Courts, Ball Park oval, Girl Guides)
- Bangerang Park (Corowa)
- Rowers Park (Corowa)
- John Foord (Corowa)
- Memorial Park (Howlong)
- Lions Park (Howlong)

Power supplies to the facilities within these sites was disconnected and is being re-established when safe to do so. The public were advised to avoid these areas and to not enter flood waters.

Council assisted a number of businesses and premises through provision of sandbags to reduce the flooding impact.

Council is seeking a declaration as a natural disaster and funding assistance to offset some of the costs of responding to these weather events.

Council thanks residents for their understanding during this time.

**FOR** information.

**Information** was noted.

## **8.4 BITUMEN RESEAL TENDER**

### **Summary**

Public tenders for Spray Sealing Services closed on 4 October 2016 in a combined tender with Federation Council, Lockhart and Greater Hume Shire Councils. This report recommends appointment of a suitable contractor to deliver the 2016-17 resealing program for Federation Council.

Confidential report provided to Council.

### **Background**

For the past three years, a combined reseal contract has been undertaken by Greater Hume, Lockhart and Corowa Shire Councils. Urana Shire did not participate in this process, as they already had contractual arrangements in place covering the complete period. At the time of amalgamation, the two separate contracts were in place (both with the same provider). These contracts expired in September (Corowa) and October (Urana). The recent tender documents were prepared to address the annual reseal program for all of Federation Council.

The tendering process has been coordinated on a rotating basis, with the current tender being organised by Lockhart Shire Council.

### **Issues**

The tenders called for a Schedule of Rates to be supplied based in proposed areas to be resealed under each Council's resealing program. Tenders were received from 5 companies. The assessment of these tenders was conducted by Lockhart Shire Council on behalf of the three Councils. Details of the tenders are contained in the Commercial in Confidence Report provided separate to this report.

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The tender is for resealing services only. Initial seals applied to new construction work will be undertaken under separate arrangements.

### **Financial Implications**

Council's Operational Plan is sufficient to fund the proposed program at the tendered rates.

**RECOMMENDED** that Council accept the Schedule of Rates tender from State Asphalt Services of Prestons, Sydney for Spray Sealing Services indicating the sum of \$1,116,698.00 including GST, in accordance with the contract documentation.

91/16FC **RESOLVED** that Council accept the Schedule of Rates tender from State Asphalt Services of Prestons, Sydney for Spray Sealing Services indicating the sum of \$1,116,698.00 including GST, in accordance with the contract documentation.

**N SUTTON**  
**DIRECTOR ENGINEERING**

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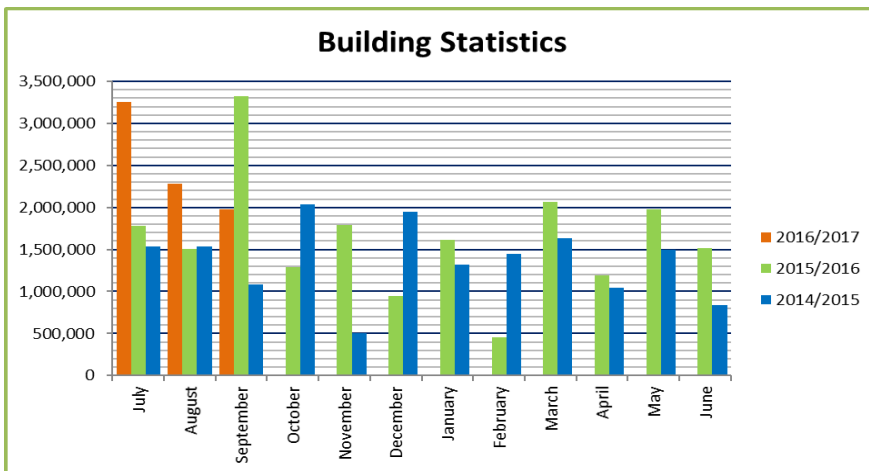
## 9. DIRECTOR PLANNING AND ENVIRONMENT REPORT

### 9.1 BUILDING APPROVALS

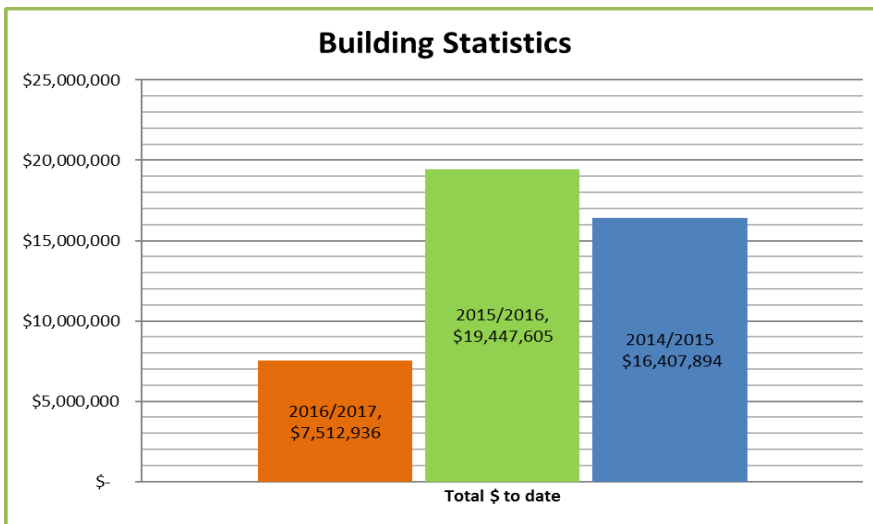
The following construction/complying development certificates are listed for Council's information.

2016/121	53-61 Sanger Street Corowa	Beer Garden Roof
2016/137	Lot 1 Spring Drive Collendina	Shed
2016/139	17 Sophia Close Corowa	Shed
2016/150	107 Hume Street Corowa	Dwelling
2016/151	48A Wanani Road Mulwala	Dwelling
2016/153	75-77 Melbourne Street Mulwala	Carport
2016/155	150 Lachlans Lane Corowa	Dwelling
2016/156	3/134 Manners Street Mulwala	Swimming Pool
2016/157	63 Heather Circuit Mulwala	Dwelling
2016/160	29 Birdwood Street Corowa	Alterations and Additions to Dwelling
2016/168	186 Jude Street Howlong	Dwelling
2016/170	22-30 East Street Howlong	Pergola
CDC2016/23	6 Gilson Place Howlong	Dwelling
CDC2016/26	5 Piggin Court Corowa	Alterations and Additions to Dwelling
CDC2016/27	20-21 Fairway Close Howlong	Swimming Pool

**TOTAL \$1,980,613**



\* Data as of 1 July 2016 is for Federation Council. Historical data is for Corowa Shire Council Only.



**FOR** information.

**Information** was noted.

## 9.2 DEVELOPMENT APPLICATIONS

Since the last Council meeting the following development applications have been determined under delegated authority by the granting of consent subject to conditions.

### DEVELOPMENT APPLICATION REGISTERED NO. 2016/109

Application for a Composting Facility on primary production land being Lot 46; DP 753754; 7 Howlong-Balldale, Howlong.

### DEVELOPMENT APPLICATION REGISTERED NO. 2016/152

Application for a Dwelling with Garage on general residential land being Lot 8; DP 1205036; 182 Jude Street, Howlong.

### DEVELOPMENT APPLICATION REGISTERED NO. 2016/154

Application for a Manufacturing Facility on general industrial land being Lot 29; DP 1208451; 55-61 McCarthy Street Mulwala.

### DEVELOPMENT APPLICATION REGISTERED NO. 2016/159

Application for Solar Panels on local centre land being PLT 100; DP 1100858; 109-121 Sanger Street, Corowa.

### DEVELOPMENT APPLICATION REGISTERED NO. 2016/171

Application for 2 Sheds on enterprise corridor land being Lot 1; DP 194271; 385 Honour Avenue, Corowa.

**FOR** information.

**Information** was noted and **Noting** that development application 2016/109 was approved by Council at the September 2016 Council Meeting and not under delegated authority.

## 9.3 SALE OF VACANT COUNCIL LAND – LOT 3 SECTION 13 DP 759023 - 34 – 36 ANNA STREET, URANA

### **Summary**

This report advises that an offer has been accepted for the sale of a vacant parcel of Council residential land at 34 – 36 Anna Street Urana, for \$7,500, being the reserve set by the former Urana Shire Council. The Valuer general rating for the property is \$4380 and it is 2023 square metres. The land is subject to an easement for drainage.

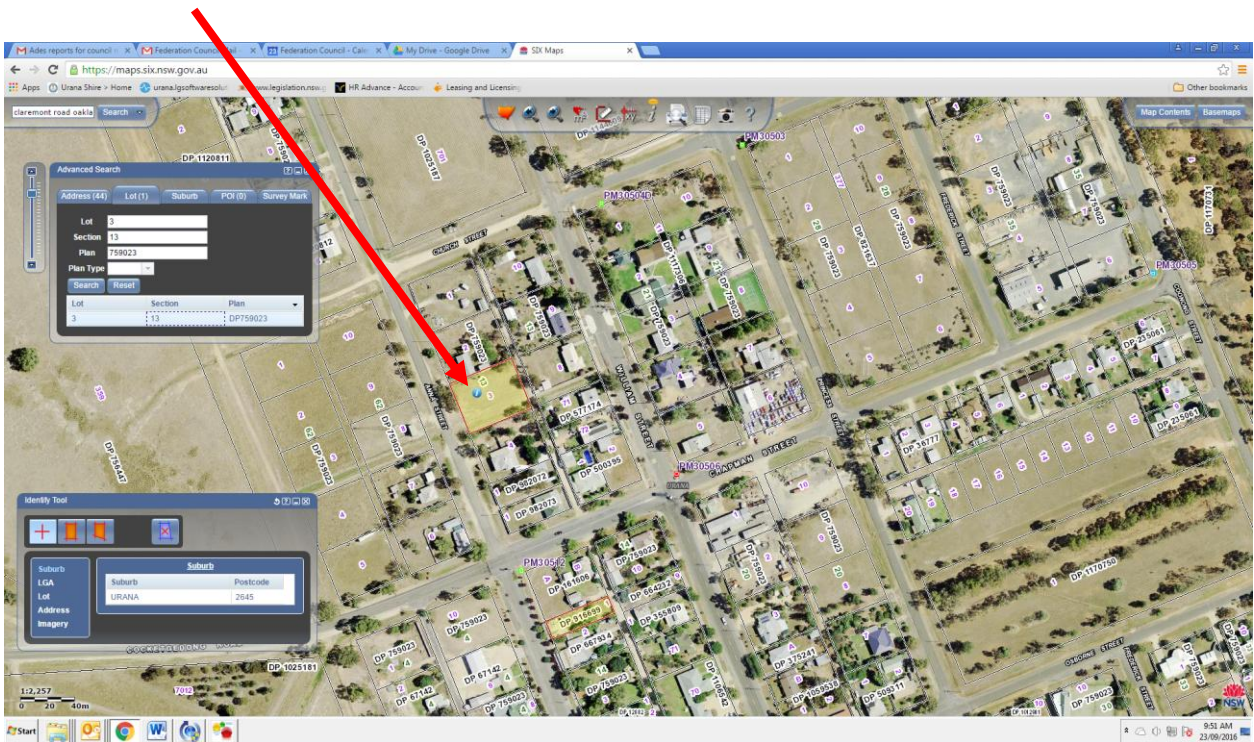
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## Background

This sale continues on the action of the former Urana Shire Council, in freeing up excess assets to allow the funds to be distributed back into repairing existing, still needed assets, as part of the strategic review undertaken into long-term financial sustainability (addressing Councils infrastructure backlog).

As a major part of the establishment of the new Council, service reviews will be undertaken across all areas, to review current and future desired levels of service, along with reviewing asset conditions and utilisation. Decisions to sell off assets not used or required, such as vacant land and buildings, are important to free up Councils balance sheet, assist in lowering depreciation expenses, and allow proceeds where possible, to be directed into repairing or renewal of existing assets that require such work.

**Subject land**



Above is an aerial view of the vacant land.

*(Source sixviewer)*

## Financial Implications

Council should receive around \$5,000 net after legal costs etc. are taken out.

## RECOMMENDED that:

1. That Council note the report on the sale of vacant Council freehold land at 34-36 Anna Street Urana.
2. That the Common Seal of Council be affixed to all necessary documentation for 34-36 Anna Street Urana.

92/16FC **RESOLVED** that:

1. That Council note the report on the sale of vacant Council freehold land at 34 - 36 Anna Street Urana.
2. That the Common Seal of Council be affixed to all necessary documentation for 34-36 Anna Street Urana.

## 9.4 APPROVAL FOR PIPELINES INTO MURRAY RIVER

### Summary

The purpose of this report is to clarify Councils procedure in regards to the installation of pipelines into the Murray River on the Victorian side when the associated development, e.g. pump sheds and pipelines, are above the high water mark and is the responsibility of the relevant Victorian Council area and appropriate State agency. It is recommended that Council not require development consent for minor activities such as pipelines into the Murray River, from developments such as pipelines and pump sheds in Victoria (the high-water mark and beyond of the Murray River on the Victorian side).

The aims are –

- 1) to ensure that Federation Council is acting within the requirements of NSW Water,
- 2) to attempt to ensure that Councils approach is consistent with surrounding Council areas when they assess similar developments,
- 3) to minimise red-tape where possible in development.

### Background

On 8 September 2016 Council received an enquiry from NSW Department of Primary Industries – Lands, regarding Development Application 2016/38 for the construction of a pump shed and associated pipelines in to the Murray River. This proposal was on the Victorian side of the river but initially proposed for below the high water mark. However prior to consent being issued the applicant decided to change the location of the pump shed to above the high water mark and subsequently withdrew the Development Application.

The enquiry was seeking if the owner needed development consent for the installation of the pipeline into the river. In order to ensure that Federation Council was consistent with surrounding Councils information was sought on the requirements for Murray River Council, Edward River Council and Albury City Council. NSW Water was also contacted to clarify what is required.

The information received was that a Controlled Activity Approval is required for these types of work and this approval can be obtained directly from NSW Water and it is the individual Council's decision if Development Consent is required. Given there are no environmental impacts that would not already be covered by the Activity approval, it is recommended that Council not require development consents for such work.

A procedure/position statement will be prepared should Council adopt this recommendation, to guide staff and stakeholders on Councils position.

### Financial Implications

Nil.

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**RECOMMENDED** that Council not require Development Consent for the installation for pipelines only, into the Murray River, that are below the high water mark on the Victorian side, and where such activities are regulated by an Activity Approval by Water NSW.

93/16FC **RESOLVED** that Council not require Development Consent for the installation for pipelines only, into the Murray River, that are below the high water mark on the Victorian side, and where such activities are regulated by an Activity Approval by Water NSW.

## 9.5 DEVELOPMENT APPLICATION 2016/79 – PROPOSED LANDSCAPE MATERIALS SUPPLIES STORAGE – 161 – 169 HOLBEACH STREET HOWLONG

### Summary

This report is provided for council to consider the proposed application listed above, as three objections have been received and hence the application is presented to Council for determination, rather than being dealt with under delegated authority. Council is recommended to approve the development subject to conditions that are aimed to limit any adverse impacts on the environment, including the amenity of the surrounding properties.

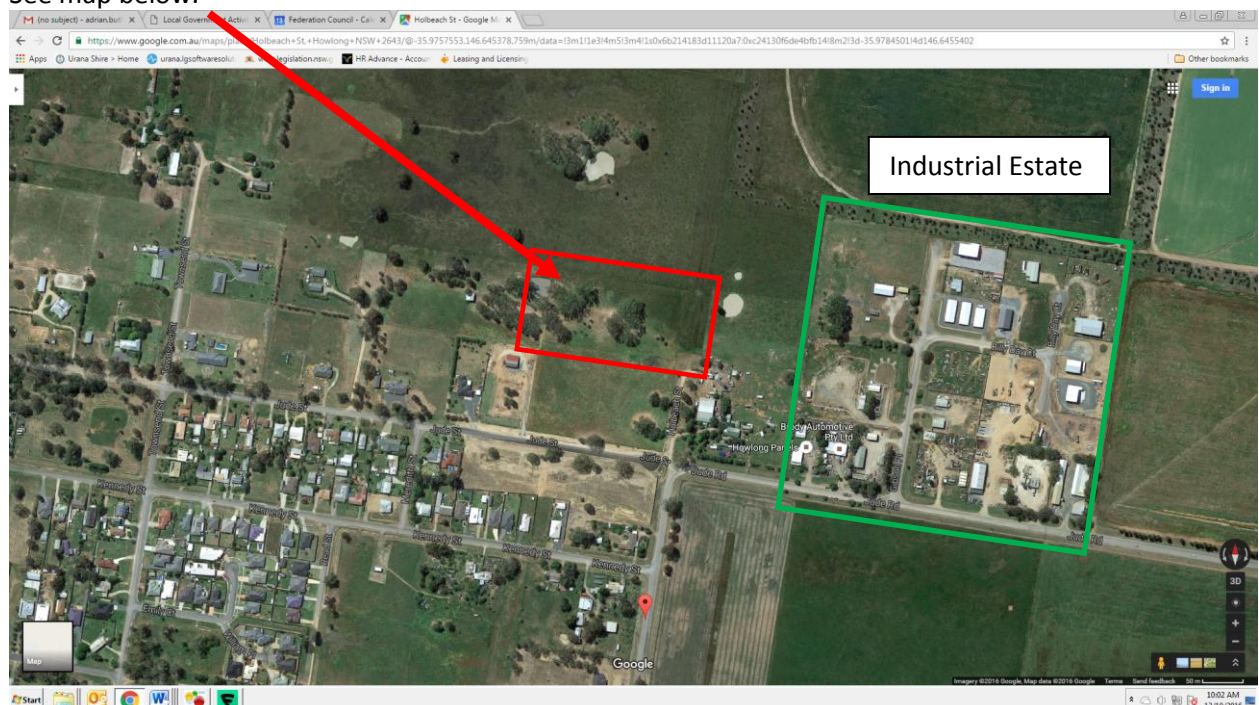
### Background

A Development Application was lodged initially with minimal details on the proposal. A 'request for further information' letter was sent in May 2016, and a further information letter was sent in June 2016. Sufficient details of the proposal were provided by Habitat Planning in July, on behalf of the owner/applicant, and the application was advertised with neighbours notified. Three objections were received, outlined further below.

### The Property

The land is a 1.42-hectare parcel located 100 metres north of the Jude Street/Holbeach intersection.

See map below.



Source: Google maps



# Federation Council Ordinary Council Meeting - 18 October 2016

Access to the land is via the northern end of Holbeach Street, which is a largely unformed gravel road. The land is zoned RU1 – Primary Production and has been used recently for grazing sheep. It is situated between the Howlong industrial estate to the east, and residential land to the west and south. The land is flat and appears low lying however is not mapped as flood prone.

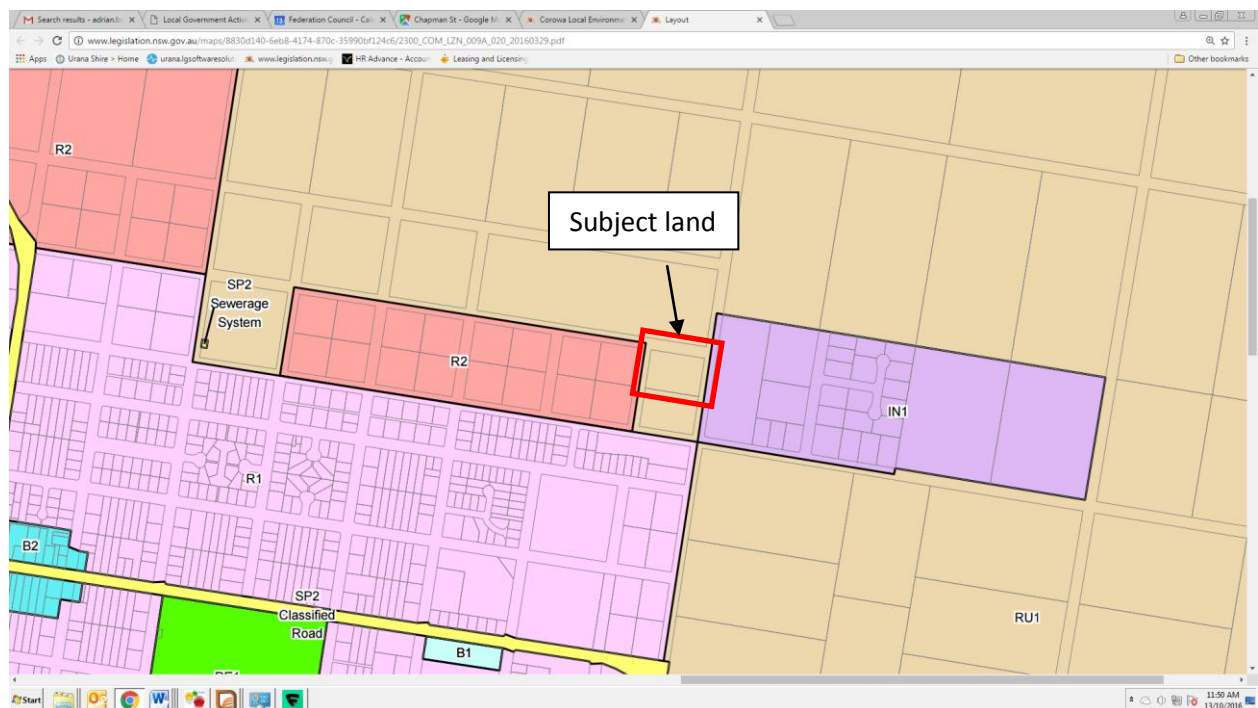
## The Proposed use

The applicant wishes to use approximately 6,000m<sup>2</sup> of the 14,200m<sup>2</sup> site, for storage of landscaping materials i.e. bark chips, gravel, sand and mulch. This Bulk material will be stockpiled on site and transported to nearby 225 Jude Street (in the industrial estate) to refill storage bins as required. The applicant states that some stored material may be screened (sieved) on site.

The applicant estimates four truck movements per week year round.

## Corowa Local Environmental Plan 2012 and Development Control Plan and Zoning

The subject land is zoned RU1, Primary Production, and is adjoining Industrial Zoned land to the East, and separated by a roadway to R2 Low Density Residential Land. Corowa LEP 2012 lists landscaping material supplies as a permissible use within a RU1 zone, subject to gaining development consent. See map of zoning.



## Notification process

The development application was notified to adjoining landowners and advertised in the local press. In response three written objections were received by Council. Consideration of these submissions is made later in the report.

## Summary of issues raised in objections

The three objection letters list the main concerns as noise, (including truck movements), dust, and a change in the residential character of the area. The anticipated use has the potential to contravene clause 3.6 of Corowa Development Control Plan 2013, in that it may affect the amenity of nearby residential land, and any approval should have conditions to minimise or eliminate any adverse impacts.

## Considerations

The applicant has provided a submission by Habitat Planning in support of the proposal. This submission addresses the Corowa Local Environmental Plan 2012, Corowa Development Control Plan 2013, and Murray Regional Environmental Plan No 2 – Riverine Land and includes a Statement of Environmental Effects.

### **Impacts of proposal**

The applicant indicates that adverse impacts to nearby properties will be minimal if any, given there is a relatively low level usage, being an average of four truck movements per week; a considerable distance to the nearest residential land, and the applicant proposes landscaping screening to minimize such effects on nearby residential properties.

Only the eastern side of property is proposed to be used for storage of materials, with a five metre strip of tree plantings on the southern side of property proposed to provide a visual barrier to nearby residential properties.

Some processing of material may occur on site – the applicant says screening (sieving) of material may occur at the property before leaving the site and indicates that no crushing or screening will be undertaken on site. Conditions are recommended on any approval if granted, to control this activity.

The storage of material is to be used in conjunction with the nearby excavation, sand and gravel business in the industrial area, where much of the processing and delivery/pick-ups will occur.

Whilst there is an average stated of four truck movements per week over the year, this could mean there is a potential for many more truck movements during the drier spring and summer months, with less activity in winter. The applicant will need to be limited to peak truck movements, and conditions would be recommended on this basis to limit the amount of trucks accessing the site.

The property is 32 metres from the nearest residential land to the west and 130 metres from the residential land to the south. Houses are currently constructed on some of the residential land, with further houses expected along Jude Street. These properties may be affected by vehicle noise such as front-end loaders and trucks, when loading or unloading. The potential for dust is real, particularly in summer with a northerly wind. Conditions should be placed that require an all-weather gravel surface with a suitable material that does not generate significant amounts of dust.

The applicant indicates that the materials to be stored on site – mainly sand and gravel - will enable a ground surface that stifles dust. If wind is strong and dust is generated, water carts are proposed to be used to dampen the dust, and if this is not adequate, truck movements will cease. It is that dust will be suppressed by water if observed or a complaint is received or alternatively access will cease until such times as conditions improve.

In addition to the brief report above, a detailed section 79c Assessment under the Environmental Planning and Assessment Act has been undertaken, and this has led to the development application being recommended, subject to conditions.

**RECOMMENDED** that development application DA2016/79 be approved subject to the following conditions:

1. The development must be carried out in accordance with the attached approved plans and the particulars and statements submitted with Development Application 2016/79, and subject to the following conditions.
2. This consent shall expire if the development hereby permitted is not commenced within five (5) years of the date of consent.
3. This development consent allows operation of the site for two years from commencement of operations, and prior to expiration of this term, the applicant is to seek a modification if the development is to continue, to allow Council to assess the performance of the development.
4. Prior to commencement of the composting facility the applicant shall provide to Council for endorsement:
  - (a) A Landscape Plan showing details of the proposed screen landscaping required along the Southern boundary;
  - (b) An Erosion and Sediment Control Plan addressing both the construction and operational phases of the proposal.
  - (c) An Air Quality and Odour Management Plan.
  - (d) A Weed Management Plan.
5. The site is to be maintained in a neat and tidy condition at all times.
6. Landscaping is to be installed in accordance with the endorsed Landscape Plan prior to commencement of the storage facility.
7. Landscaping is to be maintained in good condition at all times with diseased or dead plants to be replaced as soon as possible.
8. Any soil material transported onto public roads is to be swept and removed at the earliest opportunity or upon being instructed by Council.
9. Trucks entering and leaving the premises that are carrying loads of loose material capable of escaping the vehicle must have their loads covered at all times, except during loading and unloading.
10. Access to the site is only at the nominated crossing shown on the endorsed plan. The crossing and road pavement works are to be maintained at all times to the satisfaction of Council.
11. Upgrade of the unmade section of Holbeach Street is to be undertaken at the applicant's expense and approved prior to the operation of the site, to a standard in accordance with Councils Engineering requirements.
12. All vehicle movements to and from the site are to be in a forward direction.
13. Council must be notified of any damage to the public infrastructure such as road pavement, drainage structures, utilities and landscaping fronting the development.
14. The operator shall ensure that all plant and equipment used on the site is maintained in a proper and efficient condition and operated in a proper and efficient manner.
15. The storage area shall be wholly contained within the area shown for this purpose on the endorsed plan.
16. Stormwater on the site is to be managed appropriately.
17. Implementation of all mitigation measures summarised in Section 17 of the Environmental Impact Statement submitted with the development application.
18. Any proposed signs shall be designed to complement development on-site and be maintained at all times in good order and condition.
19. The use and development must be managed so that the amenity of the area is not detrimentally affected, through the:
  - (a) transport of materials, goods or commodities to or from the land;

- (b) appearance of any building, works or materials (other than in accordance with this consent);
  - (c) emission of noise, smell, fumes, smoke, dust, waste water, waste products, grit or oil; or
  - (d) presence of vermin.
20. The operator must not cause, permit or allow any waste to be received at the premises.
  21. The operator must ensure that the noise generated by the development does not exceed the noise criteria at any residence on privately-owned land described in the table below.

Location	Day [dB(A) LAeq 15 minute]	Evening [dB(A) LAeq 15 minute]	Night [dB(A) LAeq 15 minute]
All privately-owned residential premises	42	Not Applicable	Not Applicable

Note: All noise measurements must be undertaken in accordance with the *NSW Industrial Noise Policy (INP)*. All measurement terms in the table have the same meaning as defined in the INP. Chapter 9 of the INP sets out the meteorological conditions under which this criterion applies.

22. Noise from the premises is to be measured at the most affected point on or within the residential boundary or at the most affected point within 30 metres of a rural dwelling where the dwelling is more than 30 metres from the boundary to determine compliance with the LAeq(15 minute) noise limits.

Noise from the premises is to be measured at 1m from the dwelling facade to determine compliance with the LAeq (15 minute) noise level in the above table.

Where it can be demonstrated that direct measurement of noise from the premises is impractical, EPA may accept alternative means of determining compliance (see Chapter 11 of the *NSW Industrial Noise Policy*).

The modification factors presented in Section 4 of the *NSW Industrial Noise Policy* shall also be applied to the measured noise levels where applicable.

23. The noise emission limits identified in the above table apply under meteorological conditions of:

- Wind speeds up to 3m/s at 10 metres above the ground level; or
- Temperature inversions conditions up to 3°C/100m and wind speeds up to 2m/s at 10 metres above ground level.

24. In the event that a verified noise complaint is made by an impacted receptor, a comprehensive noise compliance assessment shall be undertaken to ensure the operations are in compliance with the noise limits specified in the above table.

The assessment shall be prepared by a suitably qualified and experienced acoustical practitioner.

25. Activities at the premises may only be carried on between 7am and 6pm, Monday to Friday, 7am to 5pm Saturday and 10am to 2pm on Sunday.

26. This condition does not apply to the delivery of material outside the hours of operation permitted by the previous condition, if that delivery is required by police or other authorities for safety reasons; and/or the operation or personnel or equipment are endangered.

27. The operator must not cause or permit the emission of offensive odour beyond the boundary of the premises.

28. The premises must be maintained in a condition, which minimises or prevents the emission of dust from the premises.

29. All activities on the site must be undertaken with the objective of preventing visible emissions of dust beyond the boundary of the premises. Should such visible dust emissions occurs at any time, the applicant must identify and implement all practicable dust mitigation measures, including cessation of relevant works, as appropriate, such that emissions of visible dust cease.

30. The operator licensee must minimise the area of the site that is able to generate suspended material or contaminated stormwater when water runs over it.

31. No compost is to be stored or processed on the site.

32. There must be no incineration or burning of any waste at the premises.

**Reason for conditions**

The above conditions have been imposed:

- (a) to ensure compliance with the terms of the applicable environmental planning instruments;
- (b) having regard to Council's duties of consideration under Section 79C of the *Environmental Planning and Assessment Act 1979*, as well as Section 80A which authorises the imposing of the consent conditions; and
- (c) to protect the amenity, safety and environmental quality of the locality.

94/16FC **RESOLVED** that development application DA2016/79 be approved subject to the following conditions:

1. The development must be carried out in accordance with the attached approved plans and the particulars and statements submitted with Development Application 2016/79, and subject to the following conditions.
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3. This development consent allows operation of the site for two years from commencement of operations, and prior to expiration of this term, the applicant is to seek a modification if the development is to continue, to allow Council to assess the performance of the development.
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10. Access to the site is only at the nominated crossing shown on the endorsed plan. The crossing and road pavement works are to be maintained at all times to the satisfaction of Council.
11. Upgrade of the unmade section of Holbeach Street is to be undertaken at the applicant's expense and approved prior to the operation of the site, to a standard in accordance with Councils Engineering requirements.
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14. The operator shall ensure that all plant and equipment used on the site is maintained in a proper and efficient condition and operated in a proper and efficient manner.

15. The storage area shall be wholly contained within the area shown for this purpose on the endorsed plan.
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***Reason for conditions***

The above conditions have been imposed:

- (a) to ensure compliance with the terms of the applicable environmental planning instruments;
- (b) having regard to Council's duties of consideration under Section 79C of the *Environmental Planning and Assessment Act 1979*, as well as Section 80A which authorises the imposing of the consent conditions; and
- (c) to protect the amenity, safety and environmental quality of the locality.

**A BUTLER**  
**DIRECTOR PLANNING AND ENVIRONMENT**

# Federation Council Ordinary Council Meeting - 18 October 2016

## 10. NOTICE OF MOTION / QUESTION WITH NOTICE

NO ITEMS

## 11. REPORTS FROM COMMITTEES

### 11.1 LOCAL TRAFFIC COMMITTEE

#### MINUTES AND REPORT OF A MEETING OF THE LOCAL TRAFFIC COMMITTEE HELD AT THE COROWA CIVIC CENTRE, COROWA ON THURSDAY, 29 AUGUST 2016 COMMENCING AT 2.00 PM

##### **PRESENT**

Ben Kerslake (NSW Police) ; Gary Poidevin (representing Greg Aplin MP); Fazlul Hoque (FAZ) (Roads and Maritime); Mursaleen Shah (Manager Operations); Amber Harvey (Events Officer).

Discussion on the conduct of the meeting in the future.

The following was unanimously agreed regarding the conduct of the meeting in the future:

1. Only items related to the elected Council to exercise its delegated function in accordance with the delegation manual.
2. The agenda for LTC is to be split into "Formal items - Items covered by LTC Guidelines "Delegation to Councils" and Informal Items - Any other items not covered by LTC Guidelines";
3. All items for consideration must be supported by a brief and technical report;
4. All reports to include Map and or draft designs for consideration by the LTC;
5. Options to be provided to enable a decision and consideration of LTC;
6. Manager Operation to represent Federation Council on the LTC and cast its vote until further notice.

#### LTC16/01 Minutes of the Local Traffic Committee 4 March 2015

Minutes of the March 2015 meeting were circulated with the Agenda adopted as true and accurate record of the meeting.

POIDEVIN & HOQUE

#### LTC16/02 Matters Arising from the Minutes of the meeting of 4 March 2015

Nil.

#### LTC16/03 Oaklands - Street Closure for Christmas Street Party 16 December 2016

Event is organised by the Oaklands and District Lions Club. Community event where the tree in the park is lit, entertainment, Santa comes and each child receives a gift. Seeking permission to close Milthorpe Street between Gaffney and Coreen Street from 5pm to 10pm on the above date. The TCP was tabled.

**LTC RECOMMENDED** to Council to approve the proposed even.

POIDEVIN & HOQUE



## Federation Council Ordinary Council Meeting - 18 October 2016

### LTC16/04 Boree Creek - B double trucks driving on residential streets as well as Back Cemetery Road

Use of residential streets – Darling, Hume and Murray streets – by B-Double trucks as well as Back Cemetery Road. The Committee considered this item as outside the role of the Local Traffic Committee.

This item is not within the role stipulated by guidelines for the LTC. It was agreed that this item is referred to the Local Police Command for consideration.

### LTC16/05 Corowa – Median Strip for Martin Street T-Intersection with Nixon Street

Customer Request 17848 for a median strip (similar to those in Wanstead Street at Guy Street intersection) to give definition to the intersection and reduce the number of near misses due to vehicles cutting corner when turning right from Nixon into Martin Street. These vehicles are coming from Cemetery Road. Semi trailers have been observed using Martin Street.

**LTC RECOMMENDED** to Council constructing a median in Martin Street in accordance with applicable standards.

POIDEVIN & KERSLAKE

### LTC16/06 Corowa – Emergency Vehicle Only parking space outside Ambulance Station at 185 Sanger Street

The car space directly outside the Ambulance Station at 185 Sanger Street to be changed to an Emergency Vehicle Only space. In doing this, it will also improve visibility when Ambulance is pulling out of the station into Sanger Street. In addition the road markings “keep clear emergency vehicles” on the main driveway and also the rear access in Isabel Street.

There was discussion on what is required and the Committee unanimously agreed to recommend to Council.

**LTC RECOMMENDED** to Council:

1. Relocate the existing "No Parking" sign located in Sanger Street by approximately 3 m to its existing location;
2. Paint "Keep Clear" "Emergency Vehicles" in Sanger Street and consider suitable line marking for Isabel Street entry of the Ambulance Station in Corowa in accordance with applicable standards.

POIDEVIN & KERSLAKE

### LTC16/07 Mulwala – Review Speed Zone and Install Visibility Mirror opposite 284 Bayly Street

Customer Request 17035 – requesting visibility mirror opposite a dangerous residential driveway at 284 Bayly Street, Mulwala. This residence is around 60m from peak of a hill and 120m from Binda Road intersection. Request is made due to low visibility and an increase in near misses as cars depart driveway. Family has 2 teenage sons with their drivers licence and numerous more cars exiting their residence. Cars have been observed going well over 100km/h an hour as they come over hill (recent traffic measurement confirms this).

This item was deferred by the LTC for further consideration.

SHAH & KERSLAKE

### LTC16/08 Howlong – B double trucks driving on residential streets and getting trapped in cul-de-sacs ie Pell Street

## Federation Council Ordinary Council Meeting - 18 October 2016

B double trucks are driving on residential streets from Sturt and Kennedy Streets, south briefly on Hovell or Hume Streets and looking to head east are turning left at Pell Street and getting trapped in cul-de-sac at end of Pell Street. Suggestion from Robert Terrill Council's Design Engineer) is that Give Ways signs could be reversed at the corner of Pell and Hume Street to give priority to Hume Street, thus slowing Pell Street traffic and encouraging trucks to check before continuing into Pell.

There was debate about the wider access to the industrial area. In the interim the LTC recommends to Council:

**LTC RECOMMENDED** to Council that:

1. 'No through signs' are installed at each end of Pell Street Howlong; and
2. Requests local police to monitor non compliance of heavy vehicle access through the streets of Howlong.

SHAH & POIDEVIN

LTC16/09      Howlong – Traffic Management Devices - Kennedy Street

\$65,000 has been set aside in Capital Works budget for Traffic Management Devices to manage traffic issues previously assessed.

Local Traffic Committee does not consider financial matter and this item is not considered further.

LTC16/10      Mulwala Event - Splash n Dash (Late Item)

Council's Events Officer presented information about the event and tabled a draft version of a Traffic Management Plan. The event is expected to contribute over \$1m to the local economy. The events will be held on Sunday 22 October 2016 between 2 and 6 pm requiring the closure of Mulwala Yarrawonga Bridge for 3 hrs.

**LTC RECOMMENDED** to Council that the event is supported subject to the following conditions:

1. Extra traffic controllers are provided at the traffic lights on the "weir bridge";
2. Road Occupancy Licenses (ROL) are obtained from the Roads and Maritime Service before the commencement of the event;
3. A complete set of Traffic Control Plans with reference guide is included in the Traffic Management Plan for the event; and
4. Message Boards advising of the Mulwala - Yarrawonga road bridge closure are installed for two weeks prior to the event.

**MEETING CLOSED**

3.30 pm.

95/16FC	RESOLVED that the minutes of the Local Traffic Committee meeting held on 29 August 2016 be adopted excluding item LTC16/05.
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## 12. PRÉCIS OF CORRESPONDENCE REQUIRING COUNCIL ACTION/FOR INFORMATION

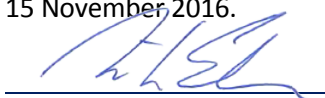
NO ITEMS

## 13. CLOSURE OF MEETING

The meeting terminated at 2.55 pm.

CONFIRMED: 15 November 2016.

ADMINISTRATOR:



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# FEDERATION COUNCIL



## STRONGER COMMUNITIES GRANTS – ROUND 1

Assessment Panel Results Report October 2016

### [Abstract](#)

This report outlines the process used to assess the 75 Stronger Communities Grant applications received in Round One and the results and recommendations from this assessment.

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October 2016

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## Background

Federation Council has been granted \$10 million as part of the NSW Governments Stronger Communities Fund to support the delivery of projects that improve community infrastructure and services with the newly formed council. These funds are to be allocated to community projects during 2016/2017:

- up to \$1 million through a Stronger Community Grant Program in grants of up to \$50,000 each (for projects that build more vibrant, sustainable and inclusive local communities) and
- \$9 million for major projects (that deliver long term economic and social benefits to communities) and including an amount for Section 355 Committees of Management that are ineligible for funding via the Community Grants program.

The Council decided to call for applications via up to three rounds across an 18-month period. This report outlines the process used in assessing the 75 applications received in Round 1 of the Stronger Community Grant, the projects recommended for funding and the proposed next steps for implementing Round 2.

Further, more detailed assessment information and analysis is available by request and is in excel spreadsheet format.

## The Assessment Team

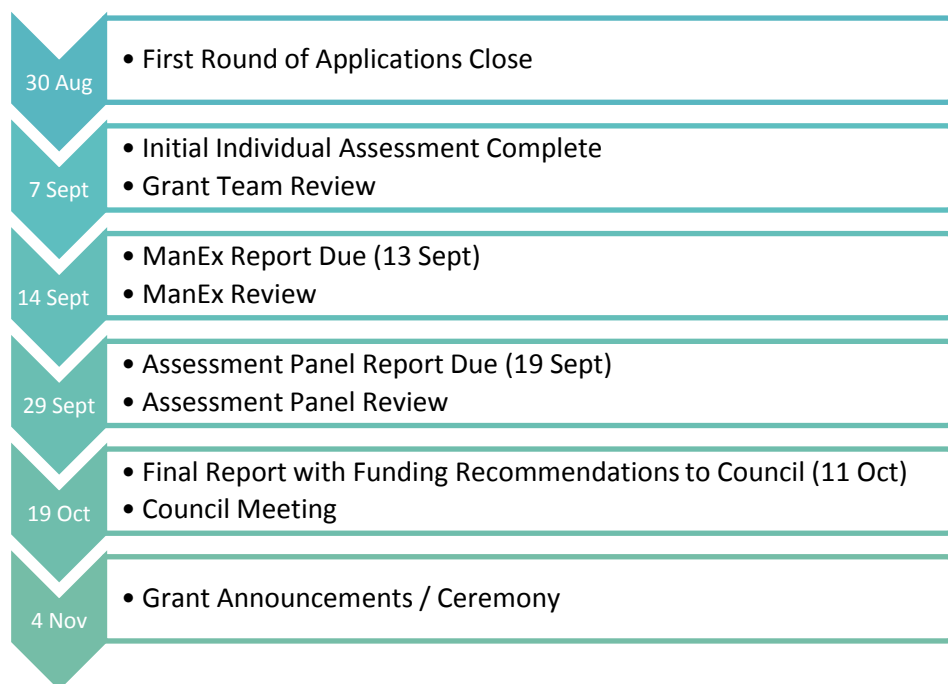
The first round of the Stronger Community Grants closed on the 30 August and was assessed by the independent Assessment Panel on 27 September 2016 consisting of the following stipulated members;

- Federation Council Administrator - Mike Eden - Convener
- State Member of Parliament - Greg Aplin MP, Member for Albury
- Regional Coordinator of the Department of Premier and Cabinet (Wagga) - Trudi McDonald
- An independent probity advisory - Malcom McLean, Partner at Kilara Group
- Other members appointed by the Administrator as required – Chris Gillard, General Manager, Federation Council

To support the Assessment Panel and the program implementation an independent Grants Program Coordinator, Deanne Drage from Inspiring Health Solutions, was appointed. Deanne's role included conducting a preliminary comprehensive assessment of applications, liaising with applicants and council staff for additional information, preparing a Summary Report with recommendations to the Advisory Panel and to prepare this report.

Deanne worked closely with John Costello, Projects Implementation Officer, who supported the project and assisted with providing council links and perspectives. Both John and Deanne attended the Assessment Panel meeting on the 27<sup>th</sup> September in a support capacity.

## Key Milestones – Round One



## Assessment Process

Stage	Assessment Activity
1	Initial individual assessment against criteria plus assessing for quality, completeness, potential and good governance. (A copy of the assessment tool is included in the appendix)
2	Excel spreadsheet summary of all application assessment findings presented to grants team (John Costello, Wendy Thompson, Kerrie Gooden, Kristy Kay, and Adrian Butler) to: <ul style="list-style-type: none"> <li>• sense test initial findings</li> <li>• invite additional council staff insights</li> <li>• begin a sort against revised traffic light system</li> </ul>
3	Applicants contacted to address queries/gaps in application information (+ site visits). Meeting held with Urana applicants to jointly prioritise the 27 applications received in a transparent manner (Thursday 15 Sept).
4	Summary Progress Report presented to ManEx to: <ul style="list-style-type: none"> <li>• sense test initial findings</li> <li>• invite additional council staff insights</li> <li>• continue a sort against revised traffic light system</li> <li>• commence comparative recommendations for green light applications</li> </ul>
5	Internal liaison to assist with Council wide perspectives
6	Summary Report prepared with assessment results and recommendations for the Assessment Panels' considerations
7	Assessment Panel review and decision
8	Draft Report prepared for review and then finalised for Council submission



- 75 applications were received totalling \$7.6 million and requesting \$3.9 million in grant funds
- 26 applications were from Section 355 Committees requesting \$1,691,734
- 49 from Incorporated Organisations requesting \$2,166,548
- Project themes included:
  - Sport and Recreation facilities (n=30)
  - Historical projects (n=7)
  - Theatre and arts (n=6)
  - Community other (n=8)
  - Environmental projects (n=6)
  - Cemeteries and memorials (n=2)
  - Community facilities (n=8)
  - Major projects (8)

## A Snap Shot of the Applications Received

### Strengths

The response to the grant round exceeded expectations with 75 applications being received from a wide range of applicants right across Federation Council. Whilst there are lots of applications for capital improvements (toilets, showers, meeting rooms) there are also some more creative applications for improving the environment, community engagement and applied research.

There were a large number of applications from Urana (24) which resulted in a community meeting to discuss priorities for the town. This was well received and highlighted the need to support communities in planning together and grant writing.

### Weaknesses

Many of the grant applications were of poor quality i.e. lacking evidence, unclear, poorly planned and/or without necessary attachments. Applicants were contacted to provide further information to strengthen their applications. However, whilst additional information was gained from most there were still some gaps and/or anomalies and some were unable to provide the information required within the tight timeframe.

### Opportunities

The poor quality of many of the initial applications reinforces the need to offer a second round of grants and presents an opportunity for Council to better support community groups with developing their applications through Stronger Communities Grants Information sessions, grant writing workshop/support and by improving Councils Grant Application template.

Whilst many of the projects will not be funded out of the \$1 million for small grants in this round, some may be redirected to other funding including;

- the \$9 million for major projects (less approved allocations for S355 Committees).
- other Federation Councils funds such as event grants and capital improvement funds
- other external funding

This grant round has already offered an opportunity to better understand the needs of the individual communities and commence strengthening relationships for working together in the future e.g. Urana's collective approach (One Voice) and the need for a council wide approach to improving netball/tennis courts.

## Threats

Transparency and support are crucial to ensuring the communities across the Council feel the process has been fair and that Council is genuinely invested in ensuring all its committees thrive. A list of strategies to support this are provided in the recommendation section of this report

## Assessment Results

The appendix section of this report includes tables detailing the assessment results sorted by:

- Recommended projects
- Section 355 and Incorporated organisations
- Towns/localities

Further, more detailed assessment information and analysis is available by request and is in excel spreadsheet format.

Listed in this section is a simple summary of the assessment results and a table of the recommended projects with the recommended funding amount.

### A Quick Summary

- 18 (of the 75) projects are recommended for funding in round 1 to the value of \$595,000
  - Of these, 4 are from Section 355 Committees to the value of \$165,500
  - And 14 are from Incorporated Organisations to the value of \$439,000
- The spread across the Council is;
  - Boree Creek n=1 (\$40,000)
  - Corowa n=7 (\$193,000)
  - Howlong n=1 (\$40,000)
  - Mulwala n=2 (\$61,000)
  - Oakland's n=1 (36,000)
  - Rand n=1 (\$50,000)
  - Rennie n=1 (\$50,000)
  - Savernake n=1 (\$17,000)
  - Urana n=3 (\$108,000)
- 19 projects are to be referred to round 2 (\$695,043)
- 15 projects were ineligible, not recommended, withdrawn following further consultation and/or referred to other funding sources (\$462,574)
- 23 projects are to be referred to Major Projects

**Table 1: Recommended Projects and Funding Allocation (Round 1)**

APPLICANT	PROJECT TITLE	TOTAL PROJECT CASH & INKIND	AMOUNT RECOMMENDED
Boree Creek Community Committee	Memorial Hall Repairs	57,846	\$40,000
Corowa Rugby Club	Club Room Improvements	10,026	\$9,000
Corowa Lawn Tennis Club	Fence Installation	33,490	\$15,000
Corowa Cricket Club	Cricket Net and Seat Upgrade	68,270	\$49,000
Corowa Racecourse and Showground Trust	Installation of Water Line	47,300	\$47,000
Corowa District Landcare Inc.	Renewable Energy Forum	6,200	\$3,000
Corowa District Historical Society	Upgrade Security at Corowa Federation Museum.	22,467	\$20,000
Corowa Rutherglen Football Netball Club	Construction of new netball court at John Foord Oval	112,690	\$50,000
Howlong Football Club	Club room upgrade	83,144	\$40,000
Yarrawonga Mulwala Historical Society	Improve Heating and Cooling and Lighting at the Pioneer Museum Mulwala	52,321	\$50,000
Tunzafun Amusement Park Mulwala	Solar Panels @ Tunzafun Amusement Park Mulwala	15,075	\$11,000
Oakland's Recreation Ground Committee	Oakland's Recreation Ground - Netball/Tennis Court Fencing	41,482	\$36,000
Rand Sports Ground Committee AND Rand Town Improvement Committee	Rand Community Playground	68,457	\$50,000
Rennie Netball Club on behalf of the Rennie Trust Reserve	Rennie Rural Community Hub	140,000	\$50,000
Savernake School of Arts Reserve Trust	Savernake Hall - facilities upgrade	18,080	\$17,000
Urana Hall Committee	Exterior painting, timber window and door refurbishment - Urana Soldiers Memorial Hall	61,000	\$40,000
Urana Progress Association	Urana Adventure and Skate Park	64,500	\$40,000
Urana Bowling Club	New Kitchen	39,000	\$28,000
<b>TOTALS:</b>		<b>941,347</b>	<b>\$595,000</b>

## Recommendations and A Way Forward

1. The Assessment Panel recommend Council approve \$595,000 grant monies to be allocated to the recommended projects as indicated in Table 1: Recommended Projects and Funding Allocation (Round1).
2. Funds are to be dispersed in 3 intervals; 50% at start-up, 40% midway or as negotiated per project requirements and 10% on completion.
3. The Assessment Panel recommend the Timeframes and Milestones outlined in Table 2 as a way forward for announcing the Round 1 Grants, improving the grants process for the future and announcing Round 2.
4. Given the volume of previous applications and assumption of a high volume for Round 2, it is also recommended that their only be two rounds to allocate the total amount of funds.

**Table 2: Recommended Way Forward Timeframe and Milestones**

Timeframe	Milestone
Wed 19 Oct	Council Meeting and approval of Round One Grant Recommendations.
Wed 19 Oct	<p>A letter to all applicants be distributed including the following;</p> <ul style="list-style-type: none"> <li>▫ advising of their application status (successful / unsuccessful)</li> <li>▫ offering individual feedback about their application</li> <li>▫ inviting them to the grant ceremony</li> <li>▫ information about successful applications and what made them stand out/strong application</li> <li>▫ inviting unsuccessful applicants to the information session/workshop for round 2</li> <li>▫ directing unsuccessful applicants to other grants where specifically noted in assessment</li> </ul> <p>Funding Agreements to be distributed to successful applicants</p>
Wed 19 Oct	<p>Announcement of the second grant round with information sessions</p> <p>Media releases announcing the grant winners and the second grant round</p>
Wed 23 <sup>rd</sup> November	Development of revised grant application kit and template
Mon 28 <sup>th</sup> – 30 <sup>th</sup> November	Grant Information Session and Grant Writing Workshops – Corowa and Urana
11 January 2017	Round 2 Open – supported by a media release
Wed 8 March 2017	Round 2 Close
Wed 5 April 2017	Assessed by the Assessment Panel
Wed 19 April 2017	Recommendations Report to Council Meeting
Wed 3 May 2017	Announcements of grants

## Appendix

### Individual Grant Assessment Tool

# Federation Council – Stronger Communities Fund – Grants Program

## Individual Grant Assessment Tool

Organisation:	
Project Title:	
Funding Request:	
Expenditure Items:	
Assessment Date:	

### INITIAL ELIGIBILITY CRITERIA

Applications are <u>in-eligible</u> if any of the following are ✓ ticked YES	YES	NO
1. Councils costs	<input type="checkbox"/>	<input type="checkbox"/>
2. <u>Ongoing</u> staff/operational costs or to cover a short fall in organization operations	<input type="checkbox"/>	<input type="checkbox"/>
3. This project previously funded by council	<input type="checkbox"/>	<input type="checkbox"/>
4. Retrospective funding	<input type="checkbox"/>	<input type="checkbox"/>
5. Unlawful / unethical / political activities	<input type="checkbox"/>	<input type="checkbox"/>
6. Profit making (for a commercial operation)	<input type="checkbox"/>	<input type="checkbox"/>
Applications must meet the following criteria (every box must be ✓ ticked YES)	YES	NO
1. The organization is incorporated (or auspiced by an incorporated body)	<input type="checkbox"/>	<input type="checkbox"/>
2. ABN / GST information supplied	<input type="checkbox"/>	<input type="checkbox"/>
3. Any ongoing costs can be met	<input type="checkbox"/>	<input type="checkbox"/>
4. The majority of the project activity is to occur within the LGA	<input type="checkbox"/>	<input type="checkbox"/>
5. Project can be completed by 31 Dec 2017	<input type="checkbox"/>	<input type="checkbox"/>
6. The application was submitted on time	<input type="checkbox"/>	<input type="checkbox"/>

### INITIAL ELIGIBILITY ASSESSMENT RESULT

- Eligible for Comprehensive Assessment
- Ineligible for Comprehensive Assessment

cont.; Individual Grant Assessment Tool

COMPREHENSIVE ASSESSMENT CRITERIA

CRITERIA	ANALYSIS		QUALITY / RANK		
			High	Med.	Low
Aim/Objectives	Clear <input type="checkbox"/> Yes <input type="checkbox"/> No	Appropriate <input type="checkbox"/> Yes <input type="checkbox"/> No			
Priority Area	Council Priority <input type="checkbox"/> Yes specify: ..... <input type="checkbox"/> No				
Benefits	<input type="checkbox"/> Social <input type="checkbox"/> Recreational	<input type="checkbox"/> Cultural <input type="checkbox"/> Environmental <input type="checkbox"/> Other .....	NA	NA	NA
Who Benefits	Sub-Set <input type="checkbox"/> Children <input type="checkbox"/> Youth <input type="checkbox"/> Adults <input type="checkbox"/> Older <input type="checkbox"/> Families  <input type="checkbox"/> Locals <input type="checkbox"/> Visitors	Disadvantage <input type="checkbox"/> Low SES <input type="checkbox"/> Disability <input type="checkbox"/> ATSI <input type="checkbox"/> CALD <input type="checkbox"/> Geographically isolated <input type="checkbox"/> Other	<input type="checkbox"/> Corowa <input type="checkbox"/> Howlong <input type="checkbox"/> Mulwala <input type="checkbox"/> Urana <input type="checkbox"/> Oaklands <input type="checkbox"/> Balldale <input type="checkbox"/> Boree Creek <input type="checkbox"/> Buraja-Lowdsale <input type="checkbox"/> Coreen <input type="checkbox"/> Daysdale <input type="checkbox"/> Morundah <input type="checkbox"/> Rand <input type="checkbox"/> Rennie <input type="checkbox"/> Savenake <input type="checkbox"/> Other .....		
Needs Identification	<input type="checkbox"/> External Data <input type="checkbox"/> Internal data <input type="checkbox"/> Community Consultation	<input type="checkbox"/> Thorough <input type="checkbox"/> Accurate <input type="checkbox"/> Appropriate			
Level of Need	Size: <input type="checkbox"/> <50 people <input type="checkbox"/> 50-200 people <input type="checkbox"/> 200-500 people <input type="checkbox"/> Over 500 people	Severity: <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low			
Implementation	<input type="checkbox"/> Logical Steps <input type="checkbox"/> Appropriate <input type="checkbox"/> Achievable				
Partnerships	Formal Partners <input type="checkbox"/> Yes <input type="checkbox"/> No Are they appropriate partners <input type="checkbox"/> Yes <input type="checkbox"/> No	Opportunities for community participation <input type="checkbox"/> Yes <input type="checkbox"/> No			
Evaluation	<input type="checkbox"/> Quantitative <input type="checkbox"/> Qualitative	<input type="checkbox"/> Process <input type="checkbox"/> Impact <input type="checkbox"/> Outcome	<input type="checkbox"/> Thorough <input type="checkbox"/> Appropriate		
Sustainability	Addressed <input type="checkbox"/> Yes <input type="checkbox"/> No Achievable <input type="checkbox"/> Yes <input type="checkbox"/> No				
Budget	<input type="checkbox"/> Well defined <input type="checkbox"/> Realistic <input type="checkbox"/> Balanced	<input type="checkbox"/> In-kind <input type="checkbox"/> Other funders approached <input type="checkbox"/> Other funders confirmed			
Focus of Expenditure	<input type="checkbox"/> Infrastructure	<input type="checkbox"/> Service	NA	NA	NA

Cont;

CRITERIA	ANALYSIS		QUALITY / RANK		
			High	Med.	Low
Marketing / Recognition	<input type="checkbox"/> Signage <input type="checkbox"/> Print materials <input type="checkbox"/> Products <input type="checkbox"/> Social Media <input type="checkbox"/> Website <input type="checkbox"/> Media <input type="checkbox"/> Event/s <input type="checkbox"/> Newsletter <input type="checkbox"/> Other .....	Potential audience size: <input type="checkbox"/> <50 people <input type="checkbox"/> 50-200 people <input type="checkbox"/> 200-500 people <input type="checkbox"/> 500-2000 people <input type="checkbox"/> Over 2000 people			
Ability to Deliver	Evidence of previous success <input type="checkbox"/> Yes <input type="checkbox"/> No	Sufficient resources <input type="checkbox"/> People <input type="checkbox"/> Equipment <input type="checkbox"/> Money	Financially Secure <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low		
Duplication	<input type="checkbox"/> Yes <input type="checkbox"/> No	With whom?	Is it a problem? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Insurance	Suitable Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/> Public Liability <input type="checkbox"/> Professional Indemnity <input type="checkbox"/> Building / Contents				
Attachments	<input type="checkbox"/> Annual Report <input type="checkbox"/> Letters of Support <input type="checkbox"/> Financial Statements	<input type="checkbox"/> Quotes <input type="checkbox"/> Other .....			
<b>TOTAL</b>					
<b>Numerical total (High 15, Medium 10, Low 5 points)</b>					

Comments: (strengths, weakness, opportunities and threats including quality rank rationale)	

COMPREHENSIVE ASSESSMENT RECOMMENDATION:

- Eligible for funding
- Needs development - refer to next round
- Not eligible for funding

**Table 3a – Recommended Projects and Funding Details**

APPLICANT	PROJECT TITLE	TOTAL PROJECT CASH COST	CASH CONTRIBUTION	FUNDING REQUEST	INKIND CONTRIBUTION	TOTAL PROJECT CASH & In-kind	AMOUNT RECOMMENDED	EXPENDITURE ITEMS	COMMENTS/CONDITIONS
Boree Creek Community Committee	Memorial Hall Repairs	57,396	15,000	42,396	450	57,846	\$40,000	Replace roof, repair floor, paint internal and external, replace doors	Worthwhile investment adding longevity to a well-used community resource.
Corowa Rugby Club	Club Room Improvements	9,026	0	9,026	1,000	10,026	\$9,000	Hot water service, floor, door	Funding will support this reinvigorated sporting group to grow.
Corowa Lawn Tennis Club	Fence Installation	30,290	15,000	15,290	3,200	33,490	\$15,000	Fencing (replacing old)	A site visit confirmed this as a necessary project. 50% contribution from the club.
Corowa Cricket Club	Cricket Net and Seat Upgrade	68,270	18,216	49,554	0	68,270	\$49,000*	Nets and seats	Priority project from a safety perspective. *Funding conditional – subject to the return of the \$3,000 from the Community Funding Grants. Final approval of this grant allocation is subject to evidence of this funds return and auditor assessment.
Corowa Racecourse and Showground Trust	Installation of Water Line	47,300	0	47,300	0	47,300	\$47,000	Replace water pipe line	Good project that supports public health, economic savings and economic growth.
Corowa District Landcare Inc.	Renewable Energy Forum	3,100	100	3,100	3,100	6,200	\$3,000	All costs associated with forum	Good community education project based on the success of a similar project in Urana.



**Table 3b – Recommended Projects and Funding Details (continued)**

APPLICANT	PROJECT TITLE	TOTAL PROJECT CASH COST	CASH CONTRIBUTION	FUNDING REQUEST	INKIND CONTRIBUTION	TOTAL PROJECT CASH & In-kind	AMOUNT RECOMMENDED	EXPENDITURE ITEMS	COMMENTS/CONDITIONS
Corowa District Historical Society	Upgrade Security at Corowa Federation Museum.	20,217	0	20,217	2,250	22,467	\$20,000	Purchase and installation of security system (cameras/motion sensors/flood lights) + security cabinets.	Upgrading the security system will assist the museum to host valuable exhibitions and grow its patronage.
Corowa Rutherglen Football Netball Club	Construction of new netball court at John Foord Oval	102,690	52,190	50,000	10,000	112,690	\$50,000	Netball court, lighting, coach box relocation	This project is part of the Master Plan and 50% funded. Construction of the new court will assist to build memberships and the clubs sustainability.
Howlong Football Club	Club room upgrade	75,644	27,000	48,644	7,500	83,144	\$40,000	Renovate kitchen & bar including damaged roof, ceiling, walls and floor, Install heating and cooling	Funding this project will assist with the clubs' financial security. The club may be able to recycle the stainless steel items from Federation Council Corowa office.
Yarrowonga Mulwala Historical Society	Improve Heating and Cooling and Lighting at the Pioneer Museum Mulwala	52,321	2,320	50,000	0	52,321	\$50,000	Install 3 H/C systems + lights + additional solar panels to help mitigate costs	A well prepared application using local trades people and giving consideration to sustainability and the environment.

**Table 3c – Recommended Projects and Funding Details (continued)**

APPLICANT	PROJECT TITLE	TOTAL PROJECT CASH COST	CASH CONTRIBUTION	FUNDING REQUEST	INKIND CONTRIBUTION	TOTAL PROJECT CASH & In-kind	AMOUNT RECOMMENDED	EXPENDITURE ITEMS	COMMENTS/CONDITIONS
Tunzafun Amusement Park Mulwala	Solar Panels @ Tunzafun Amusement Park Mulwala	15,000	0	15,000	75	15,075	\$11,000	Installation of solar panels	A well prepared application using local trades people and giving consideration to sustainability and the environment.
Oakland's Recreation Ground Committee	Oakland's Recreation Ground - Netball/Tennis Court Fencing	39,282	3,000	36,282	2,200	41,482	\$36,000	Remove and replace 40 y.o. fence	A priority project included in the Master Plan.
Rand Sports Ground Committee AND Rand Town Improvement Committee	Rand Community Playground	57,737	8,000	50,000	10,720	68,457	\$50,000	Replace playground equipment, soft fall and fencing	This priority project for Rand will provide the community with a safe play space for children in a central location.
Rennie Netball Club on behalf of the Rennie Trust Reserve	Rennie Rural Community Hub	135,000	85,000	50,000	5,000	140,000	\$50,000	Multi-purpose Building - showers, toilets, baby change facilities, change rooms, meeting rooms/office and storage	Funding will support this enthusiastic group to continue to grow and be financially secure.

**Table 3d – Recommended Projects and Funding Details (continued)**

APPLICANT	PROJECT TITLE	TOTAL PROJECT CASH COST	CASH CONTRIBUTION	FUNDING REQUEST	INKIND CONTRIBUTION	TOTAL PROJECT CASH & In-kind	AMOUNT RECOMMENDED	EXPENDITURE ITEMS	COMMENTS/CONDITIONS
Savernake School of Arts Reserve Trust	Savernake Hall - facilities upgrade	17,530	0	17,530	550	18,080	\$17,000	2 x split system air conditioners, 20 trestle tables and 150 chairs	Funding will support this essential community resource to continue to grow and be financially secure.
Urana Hall Committee	Exterior painting, timber window and door refurbishment - Urana Soldiers Memorial Hall	50,000	0	50,000	11,000	61,000	\$40,000*	Paint exterior of this 2 story building, repair/replace window frames and external doors.	Identified as a priority within the Conservation Management Plan 2016. *Funding conditional – Clarification required about the recently allocated state government funds of approximately \$22,000. If this is for this same project we will alter this grant offer to \$28,000.
Urana Progress Association	Urana Adventure and Skate Park	63,500	14,000	49,500	1,000	64,500	\$40,000*	Site levelling and installation of a scooter track, skate ramps, shelter, seat, sandpit, and drinking fountain.	*Funding conditional - subject to the return of \$7,000 Council funds held in trust as a matched amount for \$7,000 state funding allocation.
Urana Bowling Club	New Kitchen	38,500	10,000	28,500	500	39,000	\$28,000	Cabinets, benches, floor, appliances for new kitchen	As the only venue in town that can cater in-house for large groups this funding will support this enthusiastic group to continue to grow and be financially secure.
<b>TOTALS:</b>		<b>882,802</b>	<b>249,826</b>	<b>632,339</b>	<b>58,545</b>	<b>941,347</b>	<b>\$595,000</b>		

**Table 4: Assessment Results Summary for Section 355**

SECTION 355	TOTAL CASH EXPENSES	CASH CONTRIBUTION	FUNDING REQUESTED	INKIND CONTRIBUTION	TOTAL PROJECT VALUE	AMOUNT GRANTED	No. PROJECTS
<b>TOTAL RECOMMENDED:</b>	\$210,178	\$32,000	\$178,178	\$14,650	\$224,828	\$165,500	4
<b>TOTAL REFER TO NEXT ROUND</b>	\$74,000	\$28,000	\$46,000	\$12,000	\$86,000	\$0	2
<b>TOTAL NOT RECOMMENDED/ NOT ELIGIBLE</b>	\$239,330	\$1,000	\$237,830	\$27,100	\$266,430	\$0	8
<b>TOTAL POTENTIAL MAJOR PROJECTS</b>	\$1,486,727	\$293,000	\$1,229,726	\$154,000	\$1,640,727	\$0	12
<b>TOTAL</b>	<b>\$2,010,235</b>	<b>\$354,000</b>	<b>\$1,691,734</b>	<b>\$207,750</b>	<b>\$2,217,985</b>	<b>\$165,500</b>	<b>26</b>

**Table 5: Assessment Results Summary for Incorporated Organisations**

INCORPORATED	TOTAL CASH EXPENSES	CASH CONTRIBUTION	FUNDING REQUESTED	INKIND CONTRIBUTION	TOTAL PROJECT VALUE	AMOUNT GRANTED	No. PROJECTS
<b>TOTAL RECOMMENDED:</b>	\$672,624	\$217,826	\$454,161	\$43,895	\$716,519	\$439,000	14
<b>TOTAL REFER TO NEXT ROUND</b>	\$1,237,187	\$570,966	\$649,043	\$218,030	\$1,455,217	\$0	17
<b>TOTAL NOT RECOMMENDED/ NOT ELIGIBLE</b>	\$458,713	\$230,245	\$224,744	\$61,750	\$520,463	\$0	7
<b>TOTAL POTENTIAL MAJOR PROJECTS</b>	\$2,495,403	\$606,957	\$838,600	\$199,955	\$2,695,358	\$0	11
<b>TOTAL</b>	<b>\$4,863,927</b>	<b>\$1,625,994</b>	<b>\$2,166,548</b>	<b>\$523,630</b>	<b>\$5,387,557</b>	<b>\$439,000</b>	<b>49</b>

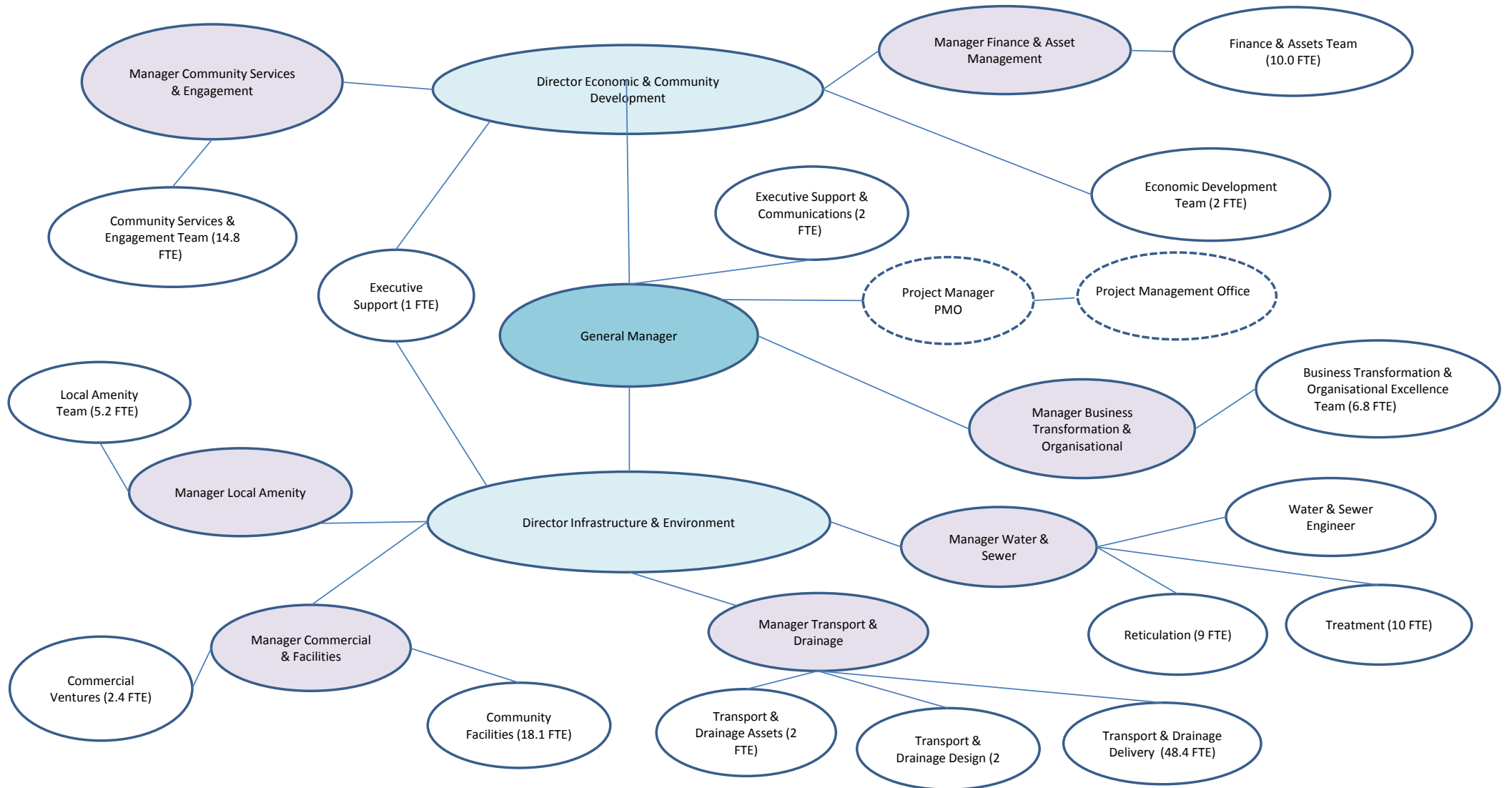
**Table 6: Assessment Results Summary for Combined Section 355 and Incorporated**

COMBINED TOTALS	TOTAL CASH EXPENSES	CASH CONTRIBUTION	FUNDING REQUESTED	INKIND CONTRIBUTION	TOTAL PROJECT VALUE	AMOUNT GRANTED	No. PROJECTS
<b>TOTAL RECOMMENDED:</b>	\$882,802	\$249,826	\$632,339	\$58,545	\$941,347	\$604,500	18
<b>TOTAL REFER TO NEXT ROUND</b>	\$1,311,187	\$598,966	\$695,043	\$230,030	\$1,541,217	\$1,311,187	19
<b>TOTAL NOT RECOMMENDED/ NOT ELIGIBLE</b>	\$698,043	\$231,245	\$462,574	\$88,850	\$786,893	\$0	15
<b>TOTAL POTENTIAL MAJOR PROJECTS</b>	\$3,982,130	\$899,957	\$2,068,326	\$353,955	\$4,336,085	\$0	23
<b>TOTAL</b>	<b>\$6,874,162</b>	<b>\$1,979,994</b>	<b>\$3,858,282</b>	<b>\$731,380</b>	<b>\$7,605,542</b>	<b>\$604,500</b>	<b>75</b>

**Table 7: Assessment Results Summary for Towns**

TOWNS	% of Pop'	TOTAL CASH EXPENSES	CASH CONTRIB'	FUNDING REQUESTED	INKIND CONTRIB'	TOTAL PROJECT VALUE	No. PROJECTS SUBMITTED	AMOUNT GRANTED	No. PROJECTS GRANTED	No. Projects Recommended for Round 2	Projects Not Eligible/ Recommended	Potential Major Projects
Boree Creek	1.7	\$57,396	\$15,000	\$42,396	\$450	\$57,846	1	\$40,000	1	0	0	0
Coreen	0.2	\$142,000	\$92,000	\$50,000	\$19,405	\$161,405	1	\$0	0	0	0	1
Corowa	44.6	\$1,030,238	\$173,111	\$789,239	\$145,325	\$1,175,563	21	\$193,000	7	5	5	4
Howlong	20.3	\$422,556	\$219,344	\$167,221	\$21,200	\$443,756	4	\$40,000	1	1	1	1
Morundah	0.6	\$481,190	\$413,800	\$50,000	\$73,175	\$554,365	1	\$0	0	1	0	0
Mulwala	15.8	\$1,841,500	\$464,000	\$427,500	\$152,675	\$1,994,175	7	\$61,000	2	1	2	2
Oakland's	1.9	\$171,329	\$24,500	\$145,829	\$70,960	\$242,289	4	\$36,000	1	2	1	0
Rand	4.6	\$213,205	\$62,590	\$150,000	\$33,020	\$246,225	3	\$50,000	1	0	0	2
Rennie	0.2	\$135,000	\$85,000	\$50,000	\$5,000	\$140,000	1	\$50,000	1	0	0	0
Savernake	0.2	\$67,530	\$0	\$67,530	\$550	\$68,080	2	\$17,000	1	1	0	0
Urana	2.4	\$1,631,277	\$357,000	\$1,310,276	\$201,245	\$1,832,522	24	\$108,000	3	5	6	10
Urana and Oakland's		\$427,000	\$1,000	\$427,000	\$2,000	\$429,000	3	\$0	0	1	0	2
Multiple Locations		\$201,620	\$70,329	\$131,291	\$6,375	\$207,995	3	\$0	0	2	0	1
<b>TOTAL</b>		<b>\$6,821,841</b>	<b>\$1,977,674</b>	<b>\$3,808,282</b>	<b>\$731,380</b>	<b>\$7,553,221</b>	75	<b>\$595,000</b>	<b>18</b>	19	15	23
<b>Funding Requested:</b>										\$695,043	\$462,574	\$2,068,326

# FEDERATION COUNCIL ORGANISATION STRUCTURE 2016



## Community Grants Program: Summary of Applications Received: Round 1- 2016/17

ORGANISATION GROUP	AMOUNT TO BE FUNDED	Request Amount	Project Description	Geographic Area	Access & Importance to community Links to community strategic plan	Organisation's community input	Recognition of Council's contribution	Comment	Notes/Conditions
Mulwala Public School	YES ***\$840	\$840 3 DAYS hall use	Requesting free use of Mulwala Civic Centre for 3 days for Art Show and silent auction. 26 <sup>th</sup> October to 29 <sup>th</sup> October	Mulwala & surrounds	Encourage young artists, community engagement in the schools activities. Supporting projects that provides connection within the community.	Management and organization of the art show, promotion, set up –	Story in the Free Press. Logo on entry forms and invitations to event.		Contact Mulwala office to fill in necessary forms and book dates
Savernake School of Arts Hall committee	\$3000	\$3000	Support for Bi-annual Arts event / Country Halls Tour and celebration of newly renovated hall. Bringing arts and cultural activities to rural area.	Federation Shire & Surrounds. Rural focus	Bring Arts and Cultural Events to rural communities. Provide connections through activities and events which include arts, food, music and celebration. Encourage country communities to support the Arts.	Bi-Annual event organized and managed by the local hall committee which helps to maintain the community hall.	Shire Logo will be on program and reference in local paper.	Arts and Culture in the rural areas is important aspect of Cultural Plan	
Mulwala Progress Association	\$3000	\$3000	Supply an additional table and seats setting at Digger Loughnan Park, Mulwala.	Mulwala and surrounds plus visitors to the park	Support local projects that encourage/increase the use of natural surroundings and improve facilities.	Progress Association is active community group providing many services to local community.	Free Press story – when it is installed.		
Oaklands Community Health & Fitness Centre	\$3000	\$3000	Improvements to exercise room to enable all weather training for football/netball clubs and for other uses such as yoga and fitness classes. Install insulation.	Corowa Shire and surrounds	Increase community use of existing facilities. Support development of health and community services and facilities.	Oaklands C.H.&F.C is a not for profit community run organisation. It provides access to health and fitness services for local people and their families.	Community newsletter. Signage in facility noting the contribution of Federation Council. Local newspaper.	Total cost of the program is \$4000 approx with \$1200 in kind support. The centre will provide the additional funds required to ensure project is completed. Healthy Lifestyle Project is community project	
Individuals (Marilyn Bennet and Ian Braybrook)	\$NIL	\$2,5000	Support for publication of historical book telling story of silk production in Corowa and Sarah Neill. "SARAH NEILL, COROWA SILK WOMAN"	Federation Council, Corowa town in particular. Visitors, Corowa museum.	Support for cultural growth in community. - Historical publication.	Individuals (retired publisher and writer) seeking help to publish book on life of Corowa woman.	Acknowledging Federation Council on front of book and in publicity. Logo	Telling the story of Silk Industry in Corowa. (Rhodes property) In particular the story of Sarah Neill. Will donate 10 books to Federation Museum. Launch the book in Corowa. I	
Corowa Amateur Swimming and Life Saving Club Inc	\$3,000	\$3,000	Costs for traffic management required to undertake triathlon in early 2017	Federation Council Residents & surrounding areas	Increase opportunities for local people to participate in health and fitness activities. Support activities that provide opportunities for community connection	Local sports Club that encourages health and fitness activities and provides connections within community.	Shire logo on banner and advertising material. Regular mention on the day by public announcer. In media releases.	135 people participated last year. Mostly local people and from surrounding regional towns. 80 volunteers helped at the event (providing opportunities for fellowship & community connection)	
Corowa Federation Arts Committee	YES **\$3000	\$3000 4 weeks hall use	Use of Memorial Hall from 26 <sup>th</sup> December 2016 to 23 <sup>rd</sup> Jan 2017	Federation Council Residents and visitors to Corowa during January	Encourages local artist to participate and attracts people to the area. Increase participation in the Arts for all ages. Accessible.	S355 committee bringing arts events and activities to the local area.	Mayor (or representative) opens the event. Logo on all publicity.	Acquisition art show – Art Space receives the winners of art categories (4 art works)	Contact front desk to fill in necessary forms and book dates.
RECOMMENDED FOR FUNDING: Hall Hire Costs	\$12,000 HALL USE **\$3840	\$14,500 \$3,840							



# TOURISM EVENTS GRANT PROGRAM

For events held between 30 December 2016 and 29th December 2017

## EVENT SUMMARY AND RECOMMENDATIONS



## **Tourism Events Grants Overview**

A total of twelve applications were received for the 2016/ 2017 Tourism Events Grants Program. Please refer to Appendix A: Event Applications 2017 & Appendix B: Event Application Overviews and Funding Requests for an overview of the events and use of funds.

### **Grant Funding Applied**

A total of \$33,050 in cash sponsorship was applied for and \$2,910 in kind support.

Nine events were seeking cash sponsorship with a value of \$24, 850.

Three events were seeking cash and in-kind support totaling 10,310.

Two applicants were from the former Urana Council with their grant request totaling \$8,200.

### **Grant Allocations**

\$20,000 in the 2016/2017 budget was allocated for the Tourism Event Grants. This was prior to the

### **Scoring System and Matrix**

The scoring system and matrix is graded from 1-5 against the criteria listed in the grant guidelines. The maximum score is 35. The minimum score number to receive funding was 15.

#### Grant Scoring Matrix

Poor	1
Satisfactory	2
Good	3
Excellent	4
Exceptional	5

### **Tourism Events Grants**

All events were scored against the matrix to determine if they met the criteria of the grants.

All events meet the criteria and events and scores are listed below.

Festival of Dance (30)

Oaklands Lions Club Truck & Equipment Show (29)

Yarrowonga Mulwala Multi Sport Festival (28)

Corowa 38<sup>th</sup> Swim in and Military Parade (28)

Opera at Morundah (27)

Federation Festival (26)

Australian Formula Powerboat Grand Prix (25)

Twin Shire Ride and Drive (24)

3 River Orchid Show (23)

Grazing on the Green (22)

Marcus Fraser Ambrose (19)

Refer to appendix A: Grants Scoring For Tourism Event Grants 2017 Applications for actual score breakdown

## **Recommendations**

It is recommended that all events receive some funding for 2017.

To stay within the \$20,000 budget it is recommended the following occurs

- Festival of Dance requested and to be granted \$600 plus hire of Memorial Hall for a week, set up and pack down valued at \$1470. This is dependent on the plans for the Memorial Hall in 2017.
- Oaklands Lions Club Truck & Equipment Show requested \$5200, to be granted \$3000.
- Yarrawonga Mulwala Multi Sport Festival requested \$5000, to be granted \$3000.
- Corowa 38<sup>th</sup> Swim in and Military Parade requested \$3800 plus 300 council folders and printing to the value of \$550, to be granted \$2000 plus in kind support as requested.
- Opera at Morundah requested \$3000, to be granted \$2500.
- Federation Festival requested \$3000, to be granted \$2000.
- Australian Formula Powerboat Grand Prix requested \$3000, to be granted \$1500.
- Twin Shire Ride and Drive requested \$450, to be granted \$400.
- 3 River Orchid Show requested \$3000, granted \$2000 plus the hire of Oddfellows Hall for three days including set up and pack down valued at \$890.
- Grazing on the Green requested \$1000, to be granted \$1000.
- Marcus Fraser Ambrose requested \$2000, granted \$1500.
- The Corowa Triathlon will be funded through the Community Grants as it sat better under the criteria.

The total amount of funding granted for the Tourism Event Grants for 2017 is \$20,000.

## APPENDIX A: EVENT APPLICATIONS 2017

EVENT	LOCATION	DATE OF EVENT
3 Rivers Orchid Show	Corowa	24th to 26th November
Oaklands Lions Club Truck & Equipment Show	Oaklands	18th to 19th March
Marcus Fraser Ambrose	Corowa	7th to 8th January
Opera at Morundah	Morundah	25th March
Twin Shire Ride and Drive	Yarrawonga / Mulwala	4th to 5th February
Yarrawonga Mulwala Multi Sports Festival	Yarrawonga / Mulwala	17th October
Festival of Dance	Corowa	26 Sept to 2nd October
Grazing on the Green	Howlong	26th March
Corowa 38th Swim in and Military Parade	Corowa	13th to 19th March
Australian Formula Powerboat Grand Prix (AFPGP)	Mulwala	18th to 19th March
Federation Festival	Corowa	27th to 29th January
Corowa Triathlon	Corowa	15th January

## APPENDIX B: EVENT APPLICATION OVERVIEWS AND USE OF FUNDS

EVENT	NATURE OF THE EVENT	OVERVIEW	USE OF FUNDS
3 Rivers Orchid Show	Festival / Expo	Orchid display and workshops	Signage and advertising
Oaklands Lions Club Truck & Equipment Show	Festival / Expo	Truck & vehicle show, kids activities, markets	Mail out and printing
Marcus Fraser Ambrose	Sports & Recreation	Golf tournament	Advertising and marketing
Opera at Morundah	Entertainment	Performance of Eugne Onegin with orchestra	Cost of production
Twin Shire Ride and Drive	Lifestyle / Expo	Show and shine and lifestyle event	Flyers and Newspaper ads
Yarrawonga Mulwala Multi Sports Festival	Sports & Recreation	World qualifier triathlon and fun runs	Marketing and promotion
Festival of Dance	Sports & Recreation	Dances, music and workshops	Printing of DLS
Grazing on the Green	Sports & Recreation	Social golf event	Advertising & social media
Corowa 38th Swim in and Military Parade	Community	Gathering of military vehicles. Street Parade	Themed caps & stickers
Australian Formula Powerboat Grand Prix (AFPGP)	Sports & Recreation		Event promotion
Federation Festival	Community	Dinner, markets, BnS, fireworks and parade	Production
Corowa Triathlon	Sports and Recreation	Triathlon race through out Corowa	Traffic management

## APPENDIX C: GRANTS SCORING FOR TOURISM EVENT GRANTS 2017 APPLICATIONS

ASSESSMENT CRITERIA	3 Rivers Orchid Show	Oaklands Lions Club Truck & Equipment Show	Marcus Fraser Ambrose	Opera at Morundah	Twin Shire Ride and Drive	Yarrowonga Mulwala Multi Sports Festival	Festival of Dance	Grazing on the Green	Corowa 38th Swim in and Military Parade	Australian Formula Powerboat Grand Prix (AFPGP)	Federation Festival
Economic impact and ability to inject new money	3	4	3	4	3	5	5	3	5	4	3
Ability to promote the region attract visitors & overnight stays	3	3	3	4	3	5	4	3	5	3	3
Potential to become financially sustainable	2	5	3	5	4	4	4	4	5	5	4
Social, cultural and environmental benefit	4	3	2	4	3	3	4	3	3	3	4
Ability of organiser to plan and manage event	2	5	3	5	4	4	5	4	5	5	4
Cultural celebration, active participation or learning opportunities	5	4	3	3	4	3	5	3	3	2	4
Foster social relationships	4	5	2	2	3	4	3	2	2	3	4

and  
community  
participation  
**GRANT  
SCORING**

23

29

19

27

24

28

30

22

28

25

26



# SME MULTIPLE SITE AGREEMENT TERMS

Electricity | Natural Gas  
GreenPower and Green Gas

Australian Capital Territory  
New South Wales | Queensland  
South Australia | Victoria





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## 1. About this Agreement

This Agreement is a market retail contract and covers the sale of electricity, natural gas, GreenPower and/or Green Gas to you at your Supply Addresses. If we're your retailer for more than one of these products, then you have a separate agreement with us for each.

This Agreement may apply to more than one Supply Address and may be extended under clause 6 to apply to other Supply Addresses from time to time. If we accept a request to add a Supply Address, this will be taken as a variation of this Agreement to include the Supply Address.

Each agreement we have with you includes these Agreement Terms, the Details section and your Energy Plan (if any).

## 2. How this Agreement applies to you

This Agreement applies to Small Customers, Aggregated Customers and Other Customers.

If you're a Small Customer, additional regulatory protections apply to you. Whether you're a Small Customer is determined by the Regulatory Requirements, or in the case of Aggregated Customers, your agreement to aggregation and your usage across all Supply Addresses.

If you're not a Small Customer, we may still supply you under this Agreement but the additional regulatory protections we refer to in the previous paragraph do not apply to you. If you're an Aggregated Customer you agree that Division 3 of Part 1 and Part 2 of the National Energy Retail Rules will not apply to Supply Addresses in New South Wales, Queensland, Australian Capital Territory and South Australia.

Where we treat Small Customers, Aggregated Customers and Other Customers differently we've explained this throughout this Agreement.

Your Distributor determines whether you're a Small Customer. It's your responsibility to tell us if the amount of energy you use changes significantly. This is because you may change from being a Small Customer, to an Other Customer or an Aggregated Customer, or vice-versa.

If you stop being an Aggregated Customer (such as because your aggregate usage for the aggregated Supply Addresses falls below the Small Customer Thresholds), we will treat you as a Small Customer at your Supply Addresses and the additional regulatory protections will apply to you.

### **3. When this Agreement starts and ends**

This Agreement starts on the Acceptance Date and continues until you or we end it. For information about how this Agreement can end see clause 4, 5 and 20.

We will start to sell you energy and other products at a Supply Address on the Supply Start Date for that Supply Address which will either be:

- the end of the cooling off period;
- the date the Supply Address transfers to us (for more details of the transfer process and why it may be after the Acceptance Date see clause 5);
- for a Supply Address being connected to a distributor network for the first time, the date the Supply Address is connected; or
- another date we agree with you.

If you have another agreement with us for the same fuel or other product at a Supply Address, it and all associated benefits will end when this Agreement starts.

### **4. Cooling off period**

You can cancel this Agreement during the 10 Business Day cooling off period. The cooling off period starts from the later of the day after:

- the Acceptance Date; or
- you receive this Agreement and the customer disclosure statement provided to you with these Agreement Terms.

You can cancel during the cooling off period even though you have signed this Agreement or agreed to it over the phone or online. To cancel, call us or complete the cancellation notice provided to you with this Agreement and return it to us at the address set out on the notice.

### **5. The transfer process**

If we're not currently your retailer for a Supply Address, we'll arrange for that Supply Address to transfer to us from your current retailer. You agree to us taking all necessary steps to do so.

We may stop the transfer and cancel this Agreement in relation to a Supply Address for any reason before the transfer is completed, including where:

- the transfer doesn't occur within 3 months of the date that a supply address becomes a Supply Address under this Agreement (see clause 6 for details);
- you don't meet our credit requirements; or
- any information in the Details section is incorrect.

If we do so we'll let you know and, in most cases, offer you an alternative agreement.

Alternatively, we may cancel your Energy Plan in relation to a Supply Address (without cancelling this Agreement) if the transfer doesn't occur within 6 months of the date a supply address becomes a Supply Address under this Agreement (see clause 6 for details).

We'll let you know if this happens.

## **6. How you can add a Supply Address**

If you want this Agreement to apply to a supply address you or your agent on your behalf must follow the below processes.

- If you're a Builder either:
  - fax or email to us a completed Electrical Work Request Form or a Request for Service Form for electricity and natural gas respectively (referred to collectively as a Request Form); or
  - submit a CA Application.
- If you're not a Builder, you must fax or email to us a completed Roll-in Form.

Where the Request Form or Roll-in Form is signed and submitted or the CA Application is submitted by another person on your behalf, you agree that such person does so as your agent.

If we decide, for any reason, that we will not extend this Agreement to apply to that supply address:

- if you're a Builder, we will notify you within 2 Business Days for an electricity request and within 24 hours for a natural gas request after we have received the Request Form or CA Application, that your request is denied; or
- if you're not a Builder, we will notify you within 10 Business Days after we have received the Roll-in Form, that your request is denied.

Unless you receive notification that your request is denied within the timeframes described above, the Request Form, CA Application or Roll-in Form is taken to be accepted by us.

If we accept the Request Form, CA Application or Roll-in Form, the supply address listed in the Request Form or CA Application will be a Supply Address under this Agreement.

## 7. Your creditworthiness

We may determine your creditworthiness by doing a credit assessment of you and using any information we are permitted by law to use to do so.

We may disclose your personal information to a credit reporting agency before, during or after we sell energy to you:

- to obtain a consumer credit report about you if you've applied for consumer or commercial credit; and/or
- to allow the credit reporting agency to create or maintain a credit information file about you.

We can only disclose the following types of information:

- your identity particulars (e.g. name and address);
- the fact you are entering into an agreement with us;
- the fact that we are a current credit provider to you;
- any payments overdue for more than 60 days that we have tried to recover from you;
- information that payments are no longer overdue;
- information that, in our opinion, you've committed a serious credit infringement;
- dishonoured payments – if a cheque from you for more than \$100 has been dishonoured more than twice; and
- any other information we are permitted to disclose under the Regulatory Requirements, including consumer credit laws.

Where you are applying for:

- consumer credit, you agree that we may obtain information about you from a business which provides information about the commercial creditworthiness of persons; and
- commercial credit you agree we may obtain a consumer credit report from a credit reporting agency containing information about you, for the purpose of assessing your application.

We may also exchange permitted credit information about you with other credit providers both to assess your creditworthiness and if you default on payment (either with us or with the other credit provider).

## **8. Security Deposits**

Depending on your creditworthiness we may ask you to pay us a Security Deposit and you must pay it to us. If you're a Small Customer, we must pay you interest on the Security Deposit as required by the Regulatory Requirements. We may use your Security Deposit and any interest earned on it, to offset any amount you owe us under this Agreement if you fail to pay a bill by the Due Date.

If we use your Security Deposit or any interest to offset amounts owed to us, we'll let you know.

If we no longer need your Security Deposit, we'll return it and any interest through a credit on your bill, or if you have closed your account, through our standard processes to refund account credits.

## **9. Energy Plans**

Your Agreement may include an Energy Plan. An Energy Plan generally includes benefits for a limited time such as 12 or 24 months. Your Agreement will continue after the expiry of your Energy Plan, but the benefits of the Energy Plan will end when the Energy Plan ends. We'll do our best to let you know when your Energy Plan is about to end. We may give you another Energy Plan or you can contact us to discuss the Energy Plans we have available at that time.

As your Energy Plan is part of your Agreement, it will also end when this Agreement ends.

If we withdraw your Energy Plan from sale, we may end your Energy Plan by giving you at least 20 Business Days notice so long as:

- we offer you another energy plan with similar benefits which is not detrimental to you; or
- ending the Energy Plan would not be detrimental to you.

If we offer you another energy plan as set out above and you do not let us know within 20 Business Days that you do not want to take up that energy plan, we'll consider you have agreed to that new energy plan. It will then apply and become part of this Agreement.

## 10. What you have to pay

You must pay us the Charges. The Charges include:

- Amounts for the sale and supply of energy described below:
  - **Supply charges** – daily charges for each Supply Address, regardless of how much energy you use. These charges are set out in your Details section.
  - **Energy usage charges** – charges based on the amount of energy you use. These charges are set out in your Details section.
  - **GreenPower and Green Gas charges** – charges for the sale of GreenPower and Green Gas. These charges are set out in your Details section.
  - **Distributor charges** – any amounts that your Distributor charges us for services provided at each Supply Address and which are not already incorporated into the supply or energy usage charges, including a disconnection fee, connection fee and special meter reading fee. Your Distributor sets these amounts. You can find out more by calling us.
  - **Taxes** – any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply energy, GreenPower, Green Gas and other goods and services to you.
- The fees described below. If these fees apply they'll be set out in your Details section or explained to you before you incur them.
  - **Card payment fee** – a fee for paying by Mastercard, Visa or another payment method where we incur a merchant services fee.
  - **Late payment fee** – an amount to compensate us for our costs and losses if you pay your bill (or part of your bill) after the Due Date. This fee does not apply to Small Customers in Victoria.
  - **Account establishment fee** – a fee for transferring your energy supply to us from another retailer or setting up your account with us for the first time, for each Supply Address.
  - **Payment processing fee** – a fee for paying your bill over the counter in person at a third party retailer or outlet or via PostBillPay.

- **Exit fee** – if you're a Business Customer, a fee for ending your Energy Plan (if any). The fee will be payable for each Supply Address.

In some circumstances you must also pay us the other amounts described below.

- Any reasonable costs that we incur, or other amounts we charge, for arranging network and connection services for you. We'll let you know these amounts before we arrange the services.
- If you breach this Agreement or the Regulatory Requirements, any reasonable costs we incur as a result of that breach, except where those amounts are included in one of the Charges (such as the late payment fee).
- Any fees or additional costs we incur if your payment is dishonoured or reversed.
- Any other amounts referred to in this Agreement.

## 11. Changes to the Charges

Unless we say we won't do so in your Energy Plan, we can vary the amount, nature and structure of any of the Charges at any time by notice to you. For example, we may vary the structure of:

- your electricity usage charges from peak only charges to time of use charges; or
- your GreenPower or Green Gas charges from a weekly amount to a charge based on the amount of energy you use. Or, if there is no charge when you take up your GreenPower or Green Gas product, then after 12 months, we may start to charge you.

However, even if we say that we won't vary certain Charges in your Energy Plan, we can still vary any of the Charges if:

- any of the information we used in determining the Charges for energy is incorrect (such as your supply area or meter type); or
- the meter at your Supply Address is changed from an accumulation meter to an interval meter.

The notice of variation may be by a message on your bill. We'll notify you:

- for Small Customers in Queensland, at least 10 Business Days before the variation where the Charges are increasing; and



- otherwise, as soon as practicable, but no later than your next bill after the variation.

If the Charges change during a Billing Period then we'll calculate your bill for that period on a proportionate basis and we may use average usage data over a Billing Period (or other period depending on availability of meter data) **(Average data)** to do so. Similarly, if your Energy Plan or any benefit only applies for part of a Billing Period then the impact on the Charges will be prorated and we may use Average data to do so. For example, if a benefit includes a discount on usage charges which applies for 1 month, we will use average usage data over the Billing Period to determine the discounted amount.

## 12. Billing and payment

We'll send your bill to the address you choose. This can be an email address or other electronic address (such as on-line via a secure website). If you don't choose an address or we can't contact you at that address (e.g. your bill is returned to us), we may send the bill to any Supply Address and you'll be deemed to have received it.

You will receive a separate bill for each Supply Address, unless we agree to send you consolidated bills for all Supply Addresses (generally not available for Builders).

Except as set out below, your energy use charges will be based on the amount of energy you use during a Billing Period. That use will be determined in accordance with the Regulatory Requirements, generally by the Distributor measuring the amount of energy used by reading the meter at each Supply Address, or by estimating your usage.

If your bill is based on an estimate of your usage and we later have a measurement of your actual usage, we will adjust a subsequent bill for the difference between the estimate and your actual usage if you're a Small Customer and may do so if you're an Aggregated Customer or an Other Customer.

If the Details section states that you're being billed on a basis other than your usage, then you agree that you will be billed on this basis and not on the basis of your usage (actual or estimated).

The Billing Period will be at least every 3 months or at least every 2 months for Small Gas Customers in Victoria. We may change the Billing Period by notice to you.

You must pay each bill in full by the Due Date. You can pay your bill by any of the options listed on your bill.

If you can't pay by the Due Date or are experiencing financial hardship, let us know as soon as possible. We have a range of payment plans that might help. We may also be able to give you information about government support.

If you don't pay a bill for any Supply Address by the Due Date (unless you've requested a review of the bill) we may do one or more of the following:

- apply any Security Deposit (see clause 8 for more details);
- disconnect your energy supply to the relevant Supply Address (see clause 17 for more details);
- ask a debt collection agency to obtain the payment from you; or
- sell the rights to the unpaid amount to a third party who may seek to collect it from you.

We may also rely on any other rights we have under this Agreement.

If you are a Business Customer, Aggregated Customer or an Other Customer we may charge you interest on a late payment, but only if we don't charge a late payment fee or we are not fully compensated for our costs and losses through the late payment fee.

Amounts paid for consolidated bills will be first allocated to Supply Addresses for which amounts from previous bills were outstanding.

If you have more than one agreement with us, we may deduct from and set-off against amounts paid or payable under this Agreement (including after this Agreement has ended), any amounts paid or payable under another of your agreements with us.

### **13. Reviewing your bill**

Please review your bills carefully. If you believe there are any issues with a bill, such as an incorrect discount or meter type, please let us know as soon as you can. Alternatively, if you'd like us to review a bill, just ask – again, be sure to do so as soon as you can. We'll let you know the result in accordance with our standard complaints procedures (see clause 31 for more details). While your bill is being reviewed, you'll still need to pay any amount we ask you to in accordance with the Regulatory Requirements by the Due Date. You must also pay any future bills by the Due Date.

You can ask to have your meter tested as part of the review.

We may ask you to pay the cost of the meter test before we arrange it (except for Small Customers in Victoria or Queensland). For Small Customers, if the test finds that the meter or meter data is faulty or incorrect we'll refund any amount you've paid for the test (or set this off against any outstanding amount on your bill). If you're a Small Customer in Victoria or Queensland and the test shows the meter or meter data is not faulty or incorrect, you must pay the cost of the meter test.

If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we'll correct the bill under review.

Unless one of the exceptions below applies, if you're undercharged (which includes not being charged), you'll only have to pay the amounts that should have been charged in the nine months before we notify you of the undercharge. The exceptions are:

- for Other Customers and Aggregated Customers, in which case, we can recover all amounts undercharged unless this is unreasonable in the circumstances; or
- if the undercharging is because of your fault or unlawful act or omission, in which case, we can recover all amounts undercharged and may also charge you interest if not prohibited by the Regulatory Requirements.

## **14. Your obligations**

Title and risk in the energy supplied under this Agreement will pass to you at the point of connection with each Supply Address. You must comply with the Regulatory Requirements that apply to you.

You must make sure:

- your name and contact details (including the address you choose for notices and billing) are correctly set out in the Details section;
- any other contact details you give us are correct;
- you tell us promptly if you become aware of any change that materially affects access to your meter or other equipment involved in providing the metering services at your Supply Address; and
- you let us know if any information you've given us changes.

You must give us and other relevant people (including your Distributor and Meter Service Provider) safe, convenient and easy access to the Supply Address and the meter at each Supply Address for the purposes relevant to the sale and supply of energy, including to:

- read, install, inspect, test, repair, maintain, alter or replace a meter; or
- connect, disconnect or reconnect energy supply at the Supply Address.

If you don't do so and we bill you based on an estimate of your usage, we may charge you an additional fee if you ask for a bill based on your actual usage.

You must also:

- take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
- make sure the energy infrastructure at each Supply Address is in good condition and not damaged or interfered with in any way;
- allow only appropriately qualified and accredited people to carry out any work in connection with that energy infrastructure;
- not tamper with or bypass any meter, or allow anyone else to do so; and
- not interfere with, disconnect, displace, remove or replace or damage the meter or the distribution system, or allow anyone else to do so.

You acknowledge that meter is owned by a third party (generally your Distributor, Meter Service Provider or us) and title will not pass to you at any time.

## **15. Digital Meters and energy supply interruption**

If you have a basic meter, we may propose to replace your existing meter with a Digital Meter. If we do so, we will give you notice beforehand with the right to choose not to have your meter replaced unless:

- we are required by the Regulatory Requirements to install a Digital Meter, such as where your existing meter is faulty; or
- you have requested or agreed to the installation of a Digital Meter.

You agree that we may temporarily interrupt the supply of electricity to your Supply Address for the purpose of installation, maintenance, repair or replacement of a Digital Meter. If your electricity supply will be affected:

- we will give you at least 4 Business Days notice of this; unless
- you have notified us that life support equipment is used at your Supply Address, in which case we will discuss the interruption with you beforehand.
- If you have any questions about the energy supply interruption we will respond promptly.

## **16. Your Distributor and your energy supply**

We're an energy retailer and have no control over the physical supply of energy. Where we refer to supplying you with energy or connecting a Supply Address, this means we'll arrange for your Distributor to do so.

Your Distributor is responsible for the physical supply of energy (including the quality and reliability of the energy supplied) and the connection of each Supply Address. This means that:

- we're not responsible for the safety, quality, continuity, reliability or pressure of your energy supply; and
- to the extent permitted by law, we make no promises or representations to you about these things, other than those set out in this Agreement.

The quality, continuity, reliability and pressure of your energy supply are subject to a variety of factors. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitation of the distribution system and acts of other persons (such as your Distributor).

Accordingly, your energy supply may be interrupted, disconnected, reduced or limited. Some examples of when this may occur include:

- if required by your Distributor or another person;
- if required by us, your Meter Service Provider, Distributor or another person in order to install, maintain, repair or replace a meter;
- in an emergency or for safety reasons;
- due to a failure in the equipment used to supply your energy;

- for inspections, maintenance, or testing;
- at the direction or request of a regulatory body; or
- if there is not enough energy available to supply to you.

We'll try to keep you informed if this happens, and we will follow any notice requirements set out in the Regulatory Requirements.

You must cooperate with any reasonable requests your Distributor makes of you and allow your Distributor to enforce its rights under the Regulatory Requirements.

## **17. When you could be disconnected**

If you have given us up to date contact details, we'll give you notice before we disconnect you. If you're a Small Customer, we'll also follow any procedures set out in the Regulatory Requirements.

We may arrange for disconnection of your energy supply in the following circumstances, unless we're prohibited from doing so under the Regulatory Requirements:

- if you ask us to;
- if you're a Small Customer or an Aggregated Customer and you fail to pay Charges or other amounts on your bill related to the sale of energy by the Due Date;
- if you're an Other Customer and you fail to pay any Charges or other amounts on your bill by the Due Date;
- if the meter at a Supply Address has not been able to be read for three consecutive meter readings due to a lack of access to the Supply Address;
- if you've refused to provide a Security Deposit;
- if you've used energy at a Supply Address fraudulently, or intentionally used it contrary to energy laws;
- if you haven't agreed to an instalment plan or other payment option when we have required you to do so; or
- if you haven't paid in accordance with an agreed instalment plan or other payment option.

## **18. Removing a Supply Address from this Agreement**

You can remove a Supply Address from this Agreement by:

- transferring your energy supply at that Supply Address

to another retailer. The Supply Address will be removed from this Agreement when it transfers to the other retailer;

- requesting us to disconnect that Supply Address. The Supply Address will be removed from this Agreement 10 Business Days after disconnection;
- entering into a new agreement with us for the same fuel at that Supply Address. The Supply Address will be removed from this Agreement when the new agreement starts; or
- giving us at least 3 Business Days notice that you are vacating a Supply Address, by sending us a Closure Form or Final Read Form. We'll arrange for your meter to be read at the relevant Supply Address at the time agreed with you (or as soon as possible after if your meter can't be accessed then). The Supply Address will be removed from this Agreement on the later of the date you vacate the Supply Address or 3 Business Days from the date you notify us that you're vacating the Supply Address.

A Supply Address will also be removed from this Agreement:

- 10 Business Days after the Supply Address has been disconnected, if you don't have a right to be reconnected;
- where another person starts being supplied with energy at the Supply Address with us or with another retailer; or
- if we're no longer entitled to sell energy to that Supply Address due to a Last Resort Event.

You'll need to:

- give us an address where we can send your final bill for that Supply Address; and
- pay us the Charges and any other amounts payable under this Agreement for the relevant Supply Address until the Supply Address is removed from the Agreement.

If you don't tell us that you're vacating a Supply Address or you don't provide access to your meter, you'll need to pay us the Charges and any other amounts payable under this Agreement for the relevant Supply Address, until you give us notice or access (as applicable) and the relevant Supply Address is removed from this Agreement.

If you remove a Supply Address using the Closure Form and you facilitate the Customer's request using Connect Assist, you must ensure you obtain the new occupant's consent to receive emails from us or Connect Assist.

## 19. What happens when a Supply Address is removed

If a Supply Address is removed from this Agreement:

- this does not affect the continued application of this Agreement to other Supply Addresses; and
- we will continue to sell you energy on the same terms as the terms of this Agreement until you enter into a new agreement with us or transfer that Supply Address to a new energy retailer.

## 20. Ending this Agreement

We can end this Agreement for all or any Supply Addresses by giving you 20 Business Days notice.

This Agreement does not automatically end because there are no Supply Addresses. If we are no longer supplying energy to at least one Supply Address, then we or you may end this Agreement by notice at any time.

This clause and the provisions of this Agreement about privacy, liability, notices, governing law and payment will survive this Agreement ending. This Agreement ending will not prejudice any rights, obligations or remedies that you or we have that accrued before the Agreement ends.

## 21. Green Power or Green Gas

You may choose to take up Green Power or Green Gas.

If you take up GreenPower, we'll make sure we source an equivalent amount of electricity from GreenPower accredited renewable sources to match your chosen percentage of your electricity usage.

If you take up Green Gas, we'll purchase greenhouse gas offsets equal to the estimated greenhouse gas emissions from your natural gas supply.

We'll stop supplying you with your chosen Green Power or Green Gas product if:

- you tell us you no longer want that product;
- we give you at least 20 Business Days notice; or
- this Agreement ends.

## 22. Changing this Agreement

We can vary this Agreement where:

- we give you 20 Business Days notice of the variation; and



- you accept the change by not terminating the Agreement during that period.

We may also vary this Agreement by notice to you if we need to so because the Regulatory Requirements change.

See clause 30 for details of how we'll give you notice.

### **23. Events beyond your or our control**

In this Agreement, Force Majeure means, for an Impacted Person, any event or circumstance occurring after the Acceptance Date that:

- is not within the reasonable control of the Impacted Person;
- could not be prevented, overcome or remedied by the exercise of reasonable effort by the Impacted Person; and
- results in the Impacted Person being unable to meet or perform its obligations under this Agreement.

Notwithstanding the paragraph above, the failure or inability of the Impacted Person to pay any amount due and payable under this Agreement does not constitute Force Majeure.

The Impacted Person will be excused for not meeting or performing its obligations during the time and to the extent that Force Majeure prevents it from doing so (other than an obligation to pay money).

The Impacted Person must:

- try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- give the other person prompt notice, including any information required by the Regulatory Requirements.

If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service. We'll try to do this within 30 minutes of becoming aware of the event or otherwise as soon as practicable.

### **24. How this Agreement works with the Regulatory Requirements**

If any matter that is required to be included in this Agreement by a Regulatory Requirement is not expressly dealt with in this Agreement, the Regulatory Requirement is incorporated as if it were a term of this Agreement.

If there is any inconsistency between this Agreement and a Regulatory Requirement then this Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that it must prevail.

## 25. Liability

Subject to the Regulatory Requirements:

- we're not liable to you for any loss or damage in connection with or arising out of this Agreement, except for Small Customers to the extent that we cause that damage or loss because we breach this Agreement or are negligent;
- if you're an Aggregated Customer or an Other Customer, we're not liable to you for any Excluded Loss;
- you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence; and
- you indemnify us and any third party against any liability in connection with or arising out of the use of energy supplied under this Agreement after ownership passes to you.

If you're a Small Customer or a Residential Customer, nothing in this clause 25 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.

This Agreement does not vary or exclude the operation of:

- sections 119 and 120 of the National Electricity Law;
- section 97A of the Electricity Act 1994 (QLD), section 315 of the Gas Supply Act 2003 (QLD), or section 856 of the Petroleum and Gas (Production and Safety) Act 2004 (QLD);
- sections 232 or 233 of the Gas Industry Act 2001 (Vic) or section 33 of the Gas Safety Act 1997 (Vic); or
- section 316 of the National Energy Retail Law.

## 26. Warranties and rights

To the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement. However, you have non-excludable rights under the Australian Consumer Law.

If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

## 27. What laws apply

If you have one Supply Address or all your Supply Addresses under this Agreement are in the same state or territory, this Agreement is governed by the laws in force in that state or territory where the Supply Addresses are located. If your Supply Addresses are located in more than one state or territory, this Agreement is governed by the laws in force in Victoria. However, the Regulatory Requirements in a state or territory continue to apply to a Supply Address in that state or territory.

You agree to submit to the non-exclusive jurisdiction of the courts in the relevant states or territories, except to the extent relevant to the interpretation of a Regulatory Requirement which applies in a different state or territory, and in such case, the courts of that state or territory will apply.

In some areas, a Supply Address may be located in one state or territory but connected to a distribution system which is primarily located in another state. Where this is the case that Supply Address may be treated for some or all purposes as being in the state or territory in which the distribution system is primarily located. Please call us if this applies to you and you have any questions.

## 28. Your privacy

We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) where it is required under the Regulatory Requirements and in order to provide you with energy and related products and services. We may disclose this information to:

- our related companies;
- our agents and contractors (such as mail houses, data processors and debt collectors);
- your Distributor; and
- other energy retailers,

for these purposes and more broadly in connection with this Agreement.

We may also collect sensitive information about you or third parties (for example if you notify us that life support equipment is used at your Supply Address).

If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).

We may also disclose your information to and collect your information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.

If you provide us with personal information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement.

Our detailed privacy and credit reporting statements are available at [www.originenergy.com.au/privacy](http://www.originenergy.com.au/privacy). Our credit reporting statement explains how we disclose credit information, how our disclosure may affect your creditworthiness and how to access, correct or complain about our treatment of your credit information. Please contact us to request a paper copy.

## 29. Marketing

From time to time we'll let you know about our products and offers, even after this Agreement ends. If at any time you decide you don't want to receive these offers, let us know. You can do so in My Account (our online self serve portal) or write to Origin Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA, 5001. We'll keep providing you with these offers until you tell us otherwise.

## 30. Notices

Unless the Regulatory Requirements require notice to be given in a different way, we'll give you notice in writing:

- personally;
- by post, addressed to the address you nominate or any Supply Address. We'll consider that you've received the notice on the second Business Day after we post it;
- by e-mail if you've provided us with an email address. We'll consider that you've received the email the day after we send it to the email address you provided;
- by fax if you've provided us with a fax address. We'll consider you've received the fax when our fax machine produces a report stating the fax was sent in full;

- by a message on your bill; or
- by sending you an electronic message (e.g. email or SMS) letting you know that we are making a change or notifying you about something to do with your account and where you can find details of it (e.g. our website). We'll only do this if it's reasonable in the circumstances and not prohibited by the Regulatory Requirements.

If you do not choose an address for notices or we can't contact you at that address (e.g. the notice is returned to us), we may send the notice to any Supply Address and you'll be deemed to have received it.

### **31. Customer service and complaints**

If you have an enquiry, complaint or dispute, including in relation to your bill or any marketing activity, please contact us. We'll handle your complaint and let you know the outcome of it, in accordance with our standard complaints and dispute resolution procedures which you can find at [www.originenergy.com.au](http://www.originenergy.com.au). You can also ask us to send you a copy.

For Small Customers in the Australian Capital Territory, we'll acknowledge your complaint immediately or as soon as practicable and respond to it within 20 Business Days. If we do not do either of these things, then you may, within 3 months, ask us to pay you a rebate of \$20. To claim the rebate, just call us.

If you are not satisfied with the way your complaint has been resolved you may be entitled to contact the energy ombudsman in your state.

### **32. Assignment or novation**

You may not assign, transfer or novate this Agreement without our consent.

Subject to the Regulatory Requirements, you agree we may:

- assign, transfer or novate this Agreement; and/or
- transfer you as a customer,

to any third party, any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party. You'll be notified of any assignment, transfer or novation.

### 33. Meaning of terms in this Agreement

**Acceptance Date** means the date specified in the Details section, or if no date is specified, the date you sign the Details section or you accept this Agreement over the phone or on-line.

**Agreement** means the Details section, the Agreement Terms and the Energy Plan (if any).

**Aggregated Customer** means a Business Customer whose aggregate usage across all Supply Addresses (except those in Victoria) exceeds the Small Customer Thresholds.

**Agreement Terms** means the terms and conditions in this document.

**Billing Period** means any period for which a bill is or may be issued.

**Builder** means a customer who is shown in the Details section as a builder.

**Business Customer** means a Customer who is not a Residential Customer.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the capital city of the state or territory of the relevant Supply Address.

**CA Application** means the application requesting supply of energy to a new supply address referred to in clause 6 of this Agreement and submitted through Connect Assist on request.

**Charges** means the charges and fees described in this Agreement.

**Closure Form** is the Account Transfer form which is referred to in clause 6 of this Agreement and provided to you on request.

**Connect Assist** means the web portal of that name through which you can submit applications for supply to Supply Addresses.

**Customer** means a Small Customer, Aggregated Customer or an Other Customer.

**Details section** means the document entitled Details section provided to you with these Agreement Terms, which may include a separate Price Sheet.

**Digital Meter** means a meter which records electricity consumption at pre-determined intervals, has two-way communication capability and can be read remotely.

**Distributor** means the entity that is authorised or licensed to supply distribution services through the distribution system to which the relevant Supply Address is connected.

**Due Date** means the date you must pay your bill by which is set out on the bill or such other date as we agree with you.

**Energy** means electricity or natural gas, as appropriate.

**Energy Plan** means any document titled 'Energy Plan' and provided to you with these Agreement Terms or in accordance with clause 9. The Details section indicates which Energy Plan, if any, is part of this Agreement at the Acceptance Date.

**Excluded Loss** means:

- loss of profit, revenue or anticipated savings;
- loss or denial of opportunity;
- loss of access to markets;
- damage to credit rating or goodwill;
- financing costs;
- special, incidental or punitive damages; or
- any loss or damage arising from special circumstances that are outside the ordinary course of things, however arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence).

**Final Read Form** is the final meter read form which is referred to in clause 18 of this Agreement and provided to you on request.

**Force Majeure** has the meaning given in clause 23.

**Impacted Person** means us or you (as the case may be), where we or you are prevented from performing an obligation under this Agreement by Force Majeure.

**Last Resort Event** means an event or circumstance that triggers the operation of the retailer of last resort scheme in relation to us under the Regulatory Requirements.

**Meter Service Provider** means any person who provides services on our or your Distributor's behalf in relation to:

- the meter, including to read, install, inspect, test, repair, maintain, alter or replace it;
- processing meter data and providing it to us and other third parties who need it in connection with your energy supply; and

- energy supply, such as disconnection or reconnection of your energy supply.

**National Energy Retail Law** means the law applying in:

- *South Australia*: under the National Energy Retail Law (South Australia) Act 2011.
- *New South Wales*: under the National Energy Retail Law (Adoption) Act 2012 (NSW).
- *Australian Capital Territory*: under the National Energy Retail Law (ACT) Act 2012.
- *Queensland*: under the National Energy Retail Law (Queensland) Act 2014.

**National Energy Retail Rules** means the rules made under the National Energy Retail Law.

**Other Customer** means a Customer who is not a Small Customer or an Aggregated Customer.

**Price Sheet** means a document that sets out the usage and supply Charges and most other Charges.

**Regulatory Requirements** means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of energy to your Supply Address. These include the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth) and in:

- *New South Wales, Queensland and South Australia*: the National Energy Retail Law and the National Energy Retail Rules.
- *Victoria*: the Electricity Industry Act 2000 (Vic), the Gas Industry Act 2001 (Vic) and the Energy Retail Code.
- *Australian Capital Territory*: the National Energy Retail Law, the National Energy Retail Rules, the Utilities Act 2000 (ACT) and the Consumer Protection Code.

**Request Form** is the Electrical Work Request Form for electricity and the Request for Service Form for natural gas which are referred to in clause 6 of this Agreement. These forms are available at [www.originenergy.com.au](http://www.originenergy.com.au).

**Residential Customer** means a Customer who purchases energy predominantly for personal, domestic or household use.

**Roll-in Form** means the form requesting the supply of energy to a new supply address referred to in clause 6 of this Agreement and provided to you on request.



**Security Deposit** means an amount of money or other arrangement to provide security against you not paying a bill.

**Small Customer** means a Small Electricity Customer or a Small Gas Customer, who is not an Aggregated Customer.

**Small Customer Thresholds** means the applicable upper consumption thresholds prescribed by the Regulatory Requirements in each state or territory, which is currently:

- in New South Wales, Queensland and the Australian Capital Territory, 100MWh of electricity per year or less than 1TJ of natural gas per year;
- in South Australia 160 MWh of electricity per year or less than 1TJ of natural gas per year; or
- in Victoria 40MWh of electricity per year or less than 1TJ of natural gas per year.

**Small Electricity Customer** means in:

- *New South Wales, South Australia, Queensland and the Australian Capital Territory:* a small customer for the purposes of the National Energy Retail Law.
- *Victoria:* a relevant customer for the purposes of section 36 of the Electricity Industry Act 2000 (Vic).

**Small Gas Customer** means in:

- *New South Wales, South Australia, Queensland and the Australian Capital Territory:* a small customer for the purposes of the National Energy Retail Law.
- *Victoria:* a relevant customer for the purposes of section 43 of the Gas Industry Act 2001 (Vic).

**Supply Address** means the premises listed in Annexure 1 of the Details section, and any premises nominated in a Request Form, CA Application, or Roll-in Form which is accepted by us.

**Supply Start Date** means the date described in clause 3 of this Agreement.

**We** and **Us** means:

- *In relation to the sale of electricity and GreenPower:*  
Origin Energy Electricity Ltd (ABN 33 071 052 287);
- *In relation to the sale of natural gas and Green Gas, in:*
  - New South Wales and the Australian Capital Territory:  
Origin Energy LPG Ltd (ABN 77 000 508 369);
  - South Australia, Queensland : Origin Energy Retail Ltd (ABN 22 078 868 425); and

- Victoria: Origin Energy Retail Ltd (ABN 22 078 868 425) in and around Mildura and Origin Energy (Vic) Pty Ltd (ABN 11 086 013 283) in all other areas of Victoria.

### 34. Interpretation

Unless otherwise stated:

- a reference to this document or another instrument includes any variation or replacement of any of them;
- the singular includes the plural and vice versa;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity and any executor, administrator or successor in law of the person;
- the words 'include' or 'including' and any variation of those words must be read as if followed by the words 'without limitation' and so, if an example is given of anything, the scope is not limited to the example; and
- headings are for convenience only and do not affect the interpretation of this Agreement.

# HOW TO CONTACT US

Energy offer enquiries **13 24 63**

Billing enquiries **13 24 61**

Moving home **13 MOVE (13 66 83)**

Email **[enquiry@originenergy.com.au](mailto:enquiry@originenergy.com.au)**

Postal Addresses

**PO Box 1199, Adelaide SA 5001**

**PO Box 4398, Melbourne VIC 3001**

National Relay Service for  
hearing impaired customers **13 36 77**

Interpreter Service **13 14 50**

خدمة الترجمة الهاتفية للغات غير الإنكليزية.

Servicio Telefónico de Intérpretes para otros idiomas.

Per lingue o tre a ing ese contattate il Servizio d'Interpretariato Telefonico

Dịch vụ thông dịch qua điện thoại cho những ngôn ngữ khác không phải tiếng Anh.

Τηλεφωνική Υπηρεσία Διερμηνέων για άλλες γλώσσες εκτός της αγγλικής.

非英語語言電話傳譯服務。

Large Print Copy **13 24 61**

A large print copy of this document is available on request by calling us.

.....  
**FOR MORE INFORMATION VISIT  
ORIGINENERGY.COM.AU  
OR CALL 13 24 63**  
.....

Origin Energy Electricity Limited ABN 33 071 052 287

Origin Energy Retail Ltd ABN 22 078 868 425 • Origin Energy (Vic) Pty Ltd ABN 11 086 013 283

Origin Energy LPG Limited ABN 77 000 508 369 and Sun Retail Pty Ltd ABN 97 078 848 549

100 Waymouth Street, Adelaide SA 5000 • Telephone 13 24 63 • Facsimile 1800 132 463

[originenergy.com.au](http://originenergy.com.au) • [enquiry@originenergy.com.au](mailto:enquiry@originenergy.com.au)

# YOUR DETAILS – SME MULTIPLE SITE

This Details section is part of your Agreement with us.  
Make sure you complete both sides of this form and return it to us.

Office information	Energy Consultant Name	A. Campaign	B. ID Number
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## 1. Your contact details

Company name **FEDERATION COUNCIL**

Company ABN/ACN **30 762 048 084** Type of business/ANZSIC code

### Primary account holder (authorised representative)

Title First name Surname

Position

### Contact details

Phone Email

Fax Mobile

### Billing address (if different to Supply Address)

Flat no. House no. PO Box Street

Suburb State Postcode

**Supply Address:** Please list your Supply Addresses in section 5 of this form, and any new Supply Addresses added under Clause 6 of your Agreement.

## 2. Exit Fees (per fuel per Supply Address)

NSW, SA and ACT	Up to \$110 GST incl. (\$100 GST excl.)
VIC	Up to \$22 GST incl. (\$20 GST excl.)
QLD	Up to \$20 GST incl. (\$18 GST excl.)

Refer to the attached pricing information sheet(s) for the Charges which apply to this Agreement.

## 3. Your energy product

Product type  Electricity  Natural Gas  LPG

Usage Limit (MWH) **146**

Energy Plan Start Date **0 1 / 0 1 / 2 0 1 7**

**Green Product Option**

10% GreenPower  50% GreenPower

20% GreenPower  100% GreenPower

25% GreenPower

## 4. Your Energy Plan

	<input checked="" type="checkbox"/> Origin Select
<b>VIC</b> <input type="checkbox"/> 12 months <input type="checkbox"/> 24 months <input type="checkbox"/> 36 months	Origin Select
<b>SA</b> <input type="checkbox"/> 12 months <input type="checkbox"/> 24 months <input type="checkbox"/> 36 months	
<b>NSW</b> <input type="checkbox"/> 12 months <input type="checkbox"/> 24 months <input checked="" type="checkbox"/> 36 months	
<b>QLD</b> <input type="checkbox"/> 12 months <input type="checkbox"/> 24 months <input type="checkbox"/> 36 months	
<b>ACT</b> <input type="checkbox"/> 12 months <input type="checkbox"/> 24 months <input type="checkbox"/> 36 months	

Call **1800 887 628** if you'd like to add GreenPower to your account and support cleaner energy sources.

Office information	C. Agreement Number	D. Energy Consultant ID
--------------------	---------------------	-------------------------

## 5. Supply Address

### Supply Address 1

Street no.		Street																	
Suburb						State				Postcode									
National Metering Identifier (NMI)																			
Meter Identification Registration No (MIRN)																			

### Supply Address 2

Street no.		Street																	
Suburb						State				Postcode									
National Metering Identifier (NMI)																			
Meter Identification Registration No (MIRN)																			

### Supply Address 3

Street no.		Street																	
Suburb						State				Postcode									
National Metering Identifier (NMI)																			
Meter Identification Registration No (MIRN)																			

### Supply Address 4

Street no.		Street																	
Suburb						State				Postcode									
National Metering Identifier (NMI)																			
Meter Identification Registration No (MIRN)																			

See attached spreadsheet for more supply address details

## 6. My acceptance

**Important Notice to the Consumer: You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.**

**By signing below, you agree to:**

- (a) enter into an agreement with Origin for each fuel selected in section 3;
- (b) Origin being able to vary the terms and conditions and also the nature, amount and structure of your Charges by notice;
- (c) Origin verifying your details with the distributor and if some of the details are incorrect, (e.g. the meter type), we may change the Charges by notice; and
- (d) aggregate usage at Supply Addresses in QLD, ACT, NSW ad SA and that Division 3 of Part 1 and Part 2 of the National Energy Retail Rules will not apply to those Supply Addresses (see Clause 2 of the Agreement Terms for more details).

Signature  
(must be primary  
account holder)

Name of signatory  
(print name)

Acceptance Date

D	D	/	M	M	/	2	0	Y	Y
---	---	---	---	---	---	---	---	---	---

## SCHEDULE 1: GENERAL INFORMATION



### 1. CUSTOMER

**Company Name** Urana Shire Council  
**ABN** 25 195 569 37  
**Address** 3 Buller Street  
Oaklands NSW 2646

### 2. FORMULA VARIABLES

**First Review Date** N/A  
**X (Escalation Rate)** N/A  
**Applicable CPI** N/A

### 3. BILLING PERIOD

Monthly

### 4. DUE DATE

30 days after the date of issue as shown on the bill

### 5. PAYMENT METHOD

Cash, cheque or EFT.

*Payment by credit card is **not** a specified payment method. Where any payments are made by credit card, we may include on a subsequent bill (for payment by you) an additional charge of up to 2 percent of the amount(s) paid in that manner.*

### 6. AGL's ADDRESS FOR NOTICES

The Sales Manager  
AGL SALES PTY LIMITED  
Locked Bag 14120 MCMC  
Melbourne VIC 8001

Fax: 03 8633 6692

### 7. CREDIT SUPPORT

\$0 subject to clause 4.3

Should you have any queries relating to this offer please contact:  
Stephen Young  
Telephone: 03 8633 6831  
E-mail: [syoung@agl.com.au](mailto:syoung@agl.com.au)

## SCHEDULE 2: PREMISES SPECIFIC INFORMATION



### 1. PREMISES

Refer to Appendix A - Premises Name, Address, Current NMI.

### 2. COMMENCEMENT DATE

1 January 2017

### 3. EXPIRY DATE

31 December 2019

### 4. BILLING ADDRESS

Refer to Appendix A - Billing Address.

### 5. ENERGY CHARGE

Period	Peak	Shoulder	Off Peak	State
01/01/17-31/12/17	4.2669	4.2669	4.2669	NSW
01/01/18-31/12/18	4.2931	4.2931	4.2931	NSW
01/01/19-30/06/19	4.5212	4.5212	4.5212	NSW
01/07/19-31/12/19	4.2385	4.2385	4.2385	NSW

*The above rates are expressed in c/kWh and are exclusive of Approved Energy Loss Factors*

### 6. RETAIL SERVICE FEE

\$0 per month for each Premise

### 7. CUSTOMER'S ADDRESS FOR NOTICES

**Attention** Penny Craig  
**Address** 3 Buller Street  
Oaklands NSW 2646  
**Telephone** 02 6930 9100 **Fax** 02 6930 9101

### 8. ESTIMATED TOTAL ANNUAL CONSUMPTION

Consumption	State
128 MWh	NSW

## SCHEDULE 3: SPECIAL CONDITIONS

The amendments to this Agreement are listed below:

### Public Lighting

The amendments to this contract are listed below:

1. Any reference to "Premises" in this contract is to be read as a reference to "Public Light" or "Public Lights" or "Public Lighting" as appropriate.
2. Insert a new clause 2.6 Public Lighting Service as follows:

#### **"2.6 Public Lighting Service**

The Distributor is responsible under Energy Law to provide Public Lighting Services for all Public Lighting Assets comprised within a Public Light. The Customer may already have a separate agreement with the Distributor for the provision of these Public Lighting Services. If the Customer does not have such an agreement, AGL can help arrange one with the Distributor."

3. Replace clause 5 Metering, Metering Equipment and Data with the following:

#### **"5 Inventory Table and Settlement Data**

##### **5.1 Details of your Lights for each Public Light**

Within 7 days of receiving a request from AGL, the Customer must provide AGL with the current Inventory Table for each Public Light and the Customer's reasonable estimate of the Lights the Customer proposes to install within the next 12 months in relation to each of those Public Lights.

##### **5.2 Confirming Accuracy**

AGL may ask to audit (or otherwise confirm the accuracy of) the Inventory Table for any Public Light. The Customer agrees to provide all reasonable assistance to enable this process to occur (including the disclosure of all location plans, construction agreements for Lights and access to the Customer's personnel).

##### **5.3 Differences**

AGL will notify the Customer if its investigations under clause 5.2 reveal any material differences between its findings and the relevant Inventory Table. The Customer agrees to use all reasonable endeavours to help AGL reconcile any such differences in accordance with the requirements of Energy Law.

##### **5.4 Energy Charges for Public Lighting**

AGL may levy our Public Lighting Charges for a Public Light based on;



- (a) the current Inventory Table provided by the Customer or the Distributor for that Public Light; or
- (b) the settlement data provided by the Distributor from time to time for that Public Light; or
- (c) the National Electricity Market Load Tables for Unmetered Connection Points published by NEMMCO from time to time; and/or
- (d) such other similar information as is used from time to time to calculate AGL's liability to pay NEMMCO for the electricity we purchase for that Public Light.

For the purpose of clause 5.4(d) AGL may determine reasonable energy consumption for that Public Light provided that such consumption has been determined in a manner which is consistent with Energy Law at that time.

For Cost Shared Public Lights AGL will calculate the Public Lighting Charges using the proportion of the operating costs for each Cost Shared Public Light payable by the Customer in accordance with the relevant Energy Law.

### 5.5 Changes to Lights

If the Customer proposes to increase or decrease the number of its Lights for a Public Light:

- (a) the Customer must give us at least 7 Business Days notice in writing of that proposed increase or decrease; and
- (b) until the relevant Inventory Table or settlement data provided by the Distributor has been updated to reflect that change, the Customer will remain liable to pay AGL the Public Lighting Charges based on the Lights listed in the Inventory Table used by NEMMCO at that time or the settlement data for that Public Light provided by the Distributor at that time."

4. Delete Clause 7 Disconnection and Reconnection

5. **Add the following definitions to Clause 12 Glossary:**

**"Cost Shared Public Lights** means those Public Lights where the cost is shared between two parties pursuant to the relevant Energy Law.

**Full Cost Public Lights** means those Public Lights where the Customer is responsible for the total cost of those Public Lights.

**Inventory Table** means, in relation to a Public Light, the table which is required to be maintained under Energy Law for that Public Light for the purposes of Energy Law.

**Lights** means all public lighting located within the Customer's municipal district (other than metered lighting) which public lighting is more particularly described in the Inventory Table for each Public Light which, for the avoidance of doubt, includes both Full Cost Public Lights and Cost Shared Public Lights.

**Public Lights** means each of the NMIs listed in item 1 of the Schedule 2 (and includes any other NMI which replaces that NMI during the term of this Agreement) together with the Lights which are assigned (via the relevant Inventory Table) to that NMI from time to time in accordance with Energy Law and where the context requires it, all of those Public Lights.

**Public Lighting Assets and Public Lighting Services** will have the same meaning as is given to those terms in the Distributors' electricity distribution licence.

**Public Lighting Services Charges** means any costs charged by the Distributor for the provision of Public Lighting Services for the Customer's Public Lights.

**Time of Use Data or settlement data** means in relation to a Public Light, the estimated consumption date and (where applicable) time of use load profile provided by the Distributor from time to time for that Public Light."

## Flexible Renewables

6. A new clause 3.8 is inserted as follows:

### "3.8 Renewable energy product charges for Applicable Schemes

(a) Subject to this clause 3.8 but notwithstanding any other clause in this Agreement, for the period(s) identified in the table below, for each of the Premises the Customer will pay to AGL emissions and renewable energy charges (expressed in \$/MWh) (**E&RE Charges**) in respect of AGL's, or a Related Body Corporate of AGL's, obligations and liabilities under all of the Emissions and Renewable Energy Schemes referred to in the table below (**Applicable Schemes**), calculated as follows:

(i) for each Billing Period that occurs within any Relevant Year in respect of which the Final Scheme Percentage for that year has not been determined (**Interim Period**):

***E&RE Charges<sub>INT</sub> = the sum of [ACP \* (ISP \* ACI)] for each Applicable Scheme;*** and

(ii) for each Billing Period that occurs within any Relevant Year in respect of which the Final Scheme Percentage for that year has been determined (**Final Period**):

***E&RE Charges<sub>FIN</sub> = the sum of [ACP \* (FSP \* ACF)] for each Applicable Scheme;***

where:

**ACP** means the agreed certificate price (\$/MWh) for the Applicable Scheme as set out in the table below:

**ISP** means the Initial Scheme Percentage for the Applicable Scheme;

**ACI** means Actual Consumption, which is the aggregate of the Customer's actual metered consumption of electricity (in MWh) at each Premises in the State covered by the Applicable Scheme during the Interim Period;

**FSP** means the Final Scheme Percentage for the Applicable Scheme;

**ACF** means Actual Consumption, which is the aggregate of the Customer's actual metered consumption of electricity (in MWh) at each Premises in the State covered by the Applicable Scheme during the Final Period;

Applicable Schemes	Relevant Year	Agreed Certificate Price (\$ / certificate)
Commonwealth Large-scale Renewable Energy Target	01/08/2016-31/12/2016	82.0000
	01/01/2017-31/12/2017	84.3000
	01/01/2018-31/12/2018	85.4000
	01/01/2019-31/12/2019	86.5000
Commonwealth Small-scale Renewable Energy Scheme	01/08/2016-31/12/2016	40.0000
	01/01/2017-31/12/2017	40.0000
	01/01/2018-31/12/2018	39.0000
	01/01/2019-31/12/2019	39.0000
NSW Energy Savings Scheme	01/08/2016-31/12/2016	27.7000
	01/01/2017-31/12/2017	28.7000
	01/01/2018-31/12/2018	29.8000
	01/01/2019-31/12/2019	31.4000
Victorian Energy Efficiency Target Scheme	01/08/2016-31/12/2016	N/A
	01/01/2017-31/12/2017	N/A
	01/01/2018-31/12/2018	N/A
	01/01/2019-31/12/2019	N/A

*The formula for the calculation of the **E&RE Charges<sub>INT</sub>** and **E&RE Charges<sub>FIN</sub>** are exclusive of Approved Energy Loss Factors and GST. Approved Energy Loss Factors and GST will be applied in billing the **E&RE Charges<sub>INT</sub>** and **E&RE Charges<sub>FIN</sub>**.*

- (b) Each Relevant Year, once the Final Scheme Percentage has been determined for all of the Applicable Schemes AGL will complete a Reconciliation to determine the amount the Customer must pay AGL for E&RE Charges in respect of the Applicable Schemes during the Interim Period based on the Final Scheme Percentage (the **Reconciled Amount**). The Reconciled Amount is determined in accordance with the formula below:

***RA = the sum of [ACP \* (FSP \* ACI)] for each Applicable Scheme during the Interim Period***

where:

**RA** is the Reconciled Amount;

**ACP** is the agreed certificate price (\$/MWh) for the Applicable Scheme as set out in the table above;

**FSP** is the Final Scheme Percentage for the Applicable Scheme; and

**ACI** is Actual Consumption, which is the aggregate of the Customers actual metered consumption of electricity (in MWh) at each Premises in the State covered by the Applicable Scheme during the Interim Period

- (c) If the Reconciliation determines that the amount the Customer was invoiced and actually paid AGL for E&RE Charges<sub>SINT</sub> in respect of the Interim Period was greater than the Reconciled Amount, AGL will provide the Customer with a credit on its account equal to the amount by which the E&RE Charges<sub>SINT</sub> exceed the Reconciled Amount; and
- (d) If the Reconciliation determines that the amount the Customer was invoiced and actually paid AGL for E&RE Charges<sub>SINT</sub> in respect of the Interim Period was less than the Reconciled Amount, AGL will include an adjustment on the Customer's next invoice or final invoice (as applicable) for an amount equal to the amount by which the Reconciled Amount exceeds the E&RE Charges<sub>SINT</sub>, which the Customer must pay in accordance with this Agreement.
- (e) The parties agree that:
  - (i) the amounts set out in this clause 3.8 only satisfy the Customer's liability for charges in respect of the Applicable Schemes and only for the period from the Commencement Date to the Expiry Date for each of the Premises;
  - (ii) the Customer agrees to pay charges in respect of any Emissions and Renewable Energy Schemes other than the Applicable Schemes as Emissions and Renewable Energy Charges under clause 3.3;
  - (iii) the amounts set out in this clause 3.8 do not satisfy the Customer's liability in respect of any Emissions and Renewable Energy Schemes imposed or implemented in the future and for which charges will be payable by the Customer as Emissions and Renewable Energy Charges under clause 3.3, or as an additional charge resulting from the occurrence of an Increased Costs Event under clause 3.4; and
  - (iv) for any period after the Expiry Date, the Customer agrees to pay AGL charges for all Emissions and Renewable Energy Schemes applicable to each of the Premises as Emissions and Renewable Energy Charges under clause 3.3.
- (f) For the avoidance of doubt, if during the Term AGL, or a Related Body Corporate of AGL, incurs any liability, cost or reduction in benefit due to or arising from the introduction of, or a change to any Emissions and Renewable Energy Legislation (including a change to any Applicable Scheme), or a change to the interpretation or effect of any Emissions and Renewable Energy Legislation (including such a change to any Applicable

Scheme)), the charges set out above will be increased by such amount as AGL certifies is necessary to compensate AGL, or a Related Body Corporate of AGL, for such liability, cost or reduction in benefit.

- (g) The following definitions will apply for the purposes of this clause 3.8:

**Applicable Schemes** has the meaning in clause 3.8(a).

**Commonwealth Large-scale Renewable Energy Target** means the large-scale generation certificate based scheme established under the Renewable Energy Act and the *Renewable Energy (Electricity) (Large-scale Generation Shortfall Charge) Act 2000* (Cth), to encourage additional electricity generation from renewable energy sources;

**Commonwealth Small-scale Renewable Energy Scheme** means the small-scale technology certificate based scheme established under the Renewable Energy Act and the *Renewable Energy (Electricity) (Small-scale Technology Shortfall Charge) Act 2010* (Cth), to encourage additional electricity generation from renewable energy sources;

**E&RE Charges** has the meaning in clause 3.8(a).

**Emissions and Renewable Energy Scheme** means a scheme, program or requirement established under Emissions and Renewable Energy Legislation under which AGL, or a Related Body Corporate of AGL, is liable to purchase, hold, acquit or surrender renewable energy or greenhouse gas abatement units or certificates or any other similar proprietary right or interest in respect of electricity purchased for, sold to, or consumed at, the Premises, such schemes which may include the Commonwealth Large-scale Renewable Energy Target, the Commonwealth Small-scale Renewable Energy Scheme, the NSW Energy Savings Scheme and the Victorian Energy Efficiency Target Scheme;

**ESC** means an energy savings certificate created under the NSW Energy Savings Scheme;

**Final Period** has the meaning in clause 3.8(a)(ii).

**Final Scheme Percentage** means, in relation to a Relevant Year:

- (i) in relation to ESCs, the value calculated as the energy savings scheme target multiplied by the energy conversion factor for that year, each as set out in Schedule 5 of the NSW Act;
- (ii) in relation to LGCs, the renewable power percentage for that year determined in accordance with Part 4, Division 2 of the Renewable Energy Act (expressed in decimals);

- (iii) in relation to STCs, the small-scale technology percentage for that year determined in accordance with Part 4, Division 2A of the Renewable Energy Act (expressed in decimals);
- (iv) in relation to VEECs, the greenhouse gas reduction rate for electricity for that year determined in accordance with Part 4 of the VIC Act.

**Interim Period** has the meaning in clause 3.8(a)(i).

**Initial Scheme Percentage** means, in relation to a Relevant Year:

- (i) in relation to ESCs, the value calculated as the energy savings scheme target multiplied by the energy conversion factor for the previous year, each as set out in Schedule 5 of the NSW Act;
- (ii) in relation to LGCs, AGL's reasonable estimate of the renewable power percentage for that year, such estimate which must consider the setting of the renewable power percentage for the previous year determined in accordance with Part 4, Division 2 of the Renewable Energy Act (expressed in decimals);
- (iii) in relation to STCs, AGL's reasonable estimate of the small-scale technology percentage for that year, such estimate which must consider the setting of the small-scale technology percentage for the previous year determined in accordance with Part 4, Division 2A of the Renewable Energy Act (expressed in decimals);
- (iv) in relation to VEECs, AGL's reasonable estimate of the greenhouse gas reduction rate for electricity for that year, such estimate which must consider the setting of the greenhouse gas reduction rate for the previous year determined in accordance with Part 4 of the VIC Act.

**LGC** means a large-scale generation certificate created under the Commonwealth Large-scale Renewable Energy Target;

**NSW Act** means the *Electricity Supply Act 1995* (NSW).

**NSW Energy Savings Scheme** means the scheme established under the NSW Act and the Energy Savings Scheme Rule on 1 July 2009 to encourage energy-saving activities that improve energy efficiency and/or reduce electricity consumption in residential, commercial and industrial settings;

**Reconciled Amount** means the amount determined in accordance with clause 3.8(b).

**Reconciliation** means the process by which AGL determines the Reconciled Amount to establish the final E&RE Charges to be paid by the Customer in respect of the Applicable Schemes for the Relevant Year.

**Relevant Year** means a calendar year falling within the Term. For the avoidance of doubt, the first and last Relevant Year under this Agreement may comprise fewer than 12 months if the Commencement Date and/or Expiry Date of this Agreement are not 1 January or 31 December respectively. In any such case, any calculation based on a full Relevant Year will be pro-rated accordingly where required.

**Renewable Energy Act** means the *Renewable Energy (Electricity) Act 2000* (Cth).

**STC** means a small-scale technology certificate created under the Commonwealth Small-scale Renewable Energy Scheme;

**VEEC** means a Victorian energy efficiency certificate created under the Victorian Energy Efficiency Target Scheme;

**VIC Act** means the *Victorian Energy Efficiency Target Act 2007* (Vic); and

**Victorian Energy Efficiency Target Scheme** means the scheme established under the VIC Act to reduce greenhouse gas emissions and encourage investment, employment and technology development in industries that supply goods and services which reduce the use of electricity and gas of consumers."

## Roll In/Out

7. Insert a new clause 7.4 as follows:

### "7.4. Permitted Addition or Removal of Premises

- (a) If during the Term the Customer wishes to add a site to this Agreement; or sell, cease, vacate, move or otherwise transfer the business operated by the Customer at a Premises, the Customer may request that this Agreement be varied to add one or more such sites as Premises and/or remove one or more such Premises provided:
  - (i) the request is given to AGL in writing at least 60 Business Days before the proposed removal and/or addition;
  - (ii) the State or Territory of the sites to be added as Premises is listed as a State or Territory in Schedule 2 Item 8;
  - (iii) AGL is satisfied, in its sole discretion, that:



- a. the addition or removal of any such Premises will not result in the total forecast annual consumption for all Premises in the relevant State or Territory that will exist or remain following any such addition and/or removal being greater than the Upper Consumption Level or less than the Lower Consumption Level in the relevant period, and
- b. the removal of a Premises is due to the Customer selling, ceasing, vacating, moving or otherwise transferring the operation of its business,

in which case AGL may agree to the request by Notice to the Customer and this Agreement will be varied to add or remove the Premises. For the avoidance of doubt, the requirements of clause 10.6(a)(ii) shall not apply in respect of such variation provided that the process set out in this clause 7.4 has been complied with by the parties.

- (b) Subject to clause 7.4(d), clause 9.2 shall not apply to any removal of Premises in accordance with this clause 7.4.
- (c) In the event the Customer requests AGL to add one or more additional sites as Premises which would result in the total forecast annual consumption for all Premises in the relevant State or Territory that will exist following any such addition being greater than the Upper Consumption Level and AGL in its sole discretion decides to action the request, AGL reserves the right to increase the Charges applicable to such Premises in AGL's sole discretion.
- (d) In the event the Customer requests AGL to remove Premises which would result in the total forecast annual consumption for all Premises in the relevant State or Territory that will remain following any such removal being less than the Lower Consumption Level and AGL in its sole discretion decides to action the request, AGL reserves the right to recover any losses from the Customer that may be incurred in accordance with clause 9.2.
- (e) In the event the Customer removes Premises from the Agreement without AGL's consent pursuant to this clause, such removal will be deemed to be a breach by the Customer of a material obligation under this Agreement and AGL will be entitled to:
  - (i) recover any losses that may incurred by AGL in accordance with clause 9.2; and/or
  - (ii) terminate this Agreement.

8. For the purpose of clause 7.4, add the following definitions to clause 12, Glossary:

**"Lower Consumption Level** means 90% of the aggregate Estimated Total Annual Consumption for the relevant State or Territory"; and





**“Upper Consumption Level** means 110% of the aggregate Estimated Total Annual Consumption for the relevant State or Territory”.

9. In clause 12, Glossary, delete the definition of ‘Premises’ and replace it with the following:

**“Premises** means each of the Premises set out in Item 1 of Schedule 2, as amended pursuant to clause 7.4, and where the context requires it, all of those Premises.”



## EXECUTION PAGE - AGREEMENT FOR THE SALE OF ELECTRICITY

The parties named below acknowledge that the following documents together form the Agreement for the Sale of Electricity:

1. Terms & Conditions titled 'Agreement for the Sale of Electricity', version AGLS0316;
2. The Schedules, comprising Schedule 1 (General Information); Schedule 2 (Premises-specific Information); Schedule 3 (Special Conditions); and these signed pages.

The parties named below further acknowledge that they have received the above mentioned documents and that they have read and understood the contents of these documents.

**EXECUTED** by the parties as an agreement on the ..... day of ..... 20 .....

**SIGNED** by ..... (*print*) )  
 )  
 as authorised representative for AGL SALES PTY )  
 LIMITED (ABN 88 090 538 337) in the presence of: ) Signature of authorised representative  
 )  
 ..... ) By executing this Agreement the signatory warrants  
 Signature of witness ) that the signatory is duly authorised to execute this  
 ) Agreement on behalf of AGL SALES PTY LIMITED.  
 )  
 ..... )  
 Name of witness (*print*) )  
 )  
 )  
 ..... )  
 Occupation of Witness (*print*) ) Address of Witness (*print*)

**SIGNED** by ..... (*print*) )  
 )  
 as authorised representative of Urana Shire Council )  
 (ABN 25 195 569 37) in the presence of: )  
 ) Signature of authorised representative  
 )  
 ..... ) By executing this Agreement the signatory warrants  
 Signature of witness ) that the signatory is duly authorised to execute this  
 ) as authorised representative of Urana Shire Council.  
 )  
 ..... )  
 Name of witness (*print*) )  
 )  
 )  
 ..... )  
 Occupation of Witness (*print*) ) Address of Witness (*print*)

NOTES: This Agreement must be signed by a representative authorised by the corporation. Any authority must be in writing and signed by your chief executive officer or managing director. If we request, you must give us a copy of any authority. Each page of the Schedules needs to be signed by either a person signing as a director or secretary of the corporation, or an officer authorised by the corporation.

## APPENDIX A: PREMISES-SPECIFIC INFORMATION



Premises Name	Address	Current NMI	Billing Address
Urana Shire Council	Unmetered Supply URANA NSW 2645	42042349533	PO Box 55, URANA NSW 2645
Urana Shire Council	Unmetered Supply URANA NSW 2645	42042349541	PO Box 55, URANA NSW 2645



# Agreement

for the sale of Electricity

## IMPORTANT NOTE

The process of transferring electricity through the Distribution System to the Customer's Premises is called "Delivery of Electricity" in this Agreement. The Customer's Distributor operates and controls the Distribution System and undertakes this process. As the retailer, AGL can arrange with the Distributor for Delivery of Electricity to the Customer's Premises. AGL cannot however, as a retailer, physically control the quality or frequency of the electricity delivered to the Customer's Premises or the continuity of Delivery of Electricity to the Customer's Premises.

**THIS AGREEMENT** is between the **CUSTOMER** set out in Item 1 of Schedule 1 and **AGL** (as 'AGL' is defined in clause 12).

### 1. THIS AGREEMENT

- (a) This Agreement sets out all of the terms of the agreement between AGL and the Customer (and supersedes any previous contract, agreement or understanding between AGL and the Customer) for the sale of electricity to the Customer's Premises.
- (b) Each party acknowledges that it must comply with all provisions of Energy Law that impose obligations on it.
- (c) The special conditions (if any) set out in Schedule 3 will form part of this Agreement and will prevail over any other provision of this Agreement to the extent of any inconsistency.
- (d) If a person signs this Agreement for or on behalf of a party, the person warrants that they are authorised to sign for or on behalf of the party.
- (e) If this Agreement replaces an earlier electricity retail sale agreement between the parties, then this Agreement applies from the Commencement Date (even if the earlier agreement would otherwise have continued). However, AGL may still recover any amount owing (or that becomes owing) by the Customer under the earlier agreement in accordance with its terms in respect of the period before the Commencement Date.
- (f) If either of the warranties in clause 2.1(d) is not correct in relation to any Premises, AGL has no obligation (without limiting any right it may have) to sell electricity or provide any other services to the Customer in relation to that Premises, and may upon Notice to the Customer remove that Premises from this Agreement (in which case, that Premises will be deemed to have been removed from Item 1 of Schedule 2) from the date set out in the Notice, or if no Premises would remain under Agreement upon such removal, terminate the Agreement.
- (g) If all or any part of the Premises is located in the Australian Capital Territory, AGL and the Customer agree that the terms and conditions for the sale and/or supply of electricity to the Customer at that Premises are the terms and conditions set out in this Agreement and not the terms and conditions specified in Part 2 of the Consumer Protection Code (being an industry code under Part 4 of the *Utilities Act 2000* (ACT)).
- (h) The Customer consents to AGL completing the transfer of the Premises to AGL, if AGL is not already the Customer's Retailer in respect of those same premises. The Customer acknowledges that any such transfer to AGL may involve changes to the Metering Equipment and/or the Metering Installation, the disclosure of information relating to the supply of electricity for that premises effected by the transfer, and consents to AGL being provided with any consumption history or data as required.

### 2. SALE OBLIGATIONS

#### 2.1. Sale and Purchase of Electricity

- (a) AGL will sell to the Customer, and the Customer will purchase from AGL, all electricity which the Customer requires for its Premises from the Commencement Date in accordance with the terms of this Agreement. The Customer must not purchase electricity for the Premises from a third party during the Term without the prior written consent of AGL, which must not be unreasonably withheld.
- (b) The parties will use reasonable endeavours to ensure AGL becomes financially responsible for the Premises under Energy Law for the purposes of this Agreement. The Customer acknowledges that due to delays in the process of transferring and registering the Customer with the System Operator (which AGL cannot control) there may be delays in AGL becoming financially responsible for the Premises under Energy Law. AGL has no liability to the Customer for any such delays, and a delay does not affect this Agreement.
- (c) The Customer acknowledges that if AGL remains financially responsible for a Premises under the National Electricity Rules, it will be deemed to have sold electricity to the Customer during the period that it remains financially responsible.
- (d) Unless specified otherwise in this Agreement, the Customer warrants that the consumption of electricity at the Premises will exceed the consumption threshold for "small business customers" as regulated by Energy Law ("**Large-Market Threshold**") during each rolling 12 month period throughout the Term. Except for New Premises, the Customer also warrants that the consumption of electricity at the Premises has been more than the Large-Market Threshold during:
  - i. the 12 month period immediately preceding the Commencement Date; and

#### 2.2. Electricity Consumption and Consumption Forecast

- (a) Where the Customer's Estimated Total Annual Consumption is less than 50,000 MWh:
  - i. upon AGL's request, the Customer must provide to AGL an annual electricity consumption forecast for each Premises; and
  - ii. the Customer must give AGL at least 30 days Notice if the Customer becomes aware that the aggregate annual electricity consumption at all Premises (based on the average monthly electricity consumption at each Premises) will be greater than or equal to 50,000 MWh.
- (b) Where the Customer's Estimated Total Annual Consumption is greater than or equal to 50,000 MWh, the Customer must give AGL at least 30 days Notice if it becomes aware that the aggregate annual electricity consumption at all Premises (based on the average monthly electricity consumption at each Premises) is to change from the Estimated Total Annual Consumption by more than 20% up or down.
- (c) For the purposes of clauses 2.2(a) and (b), the Customer must provide such forecasts to AGL at [ElectricityLoadForecasting@agl.com.au](mailto:ElectricityLoadForecasting@agl.com.au).
- (d) The Customer must not, except as required by law, enter into any arrangements for the curtailment or artificial or automatic management of the rate of consumption of electricity at the Premises without AGL's prior written consent. Such consent may not be unreasonably withheld or delayed, but may be given subject to reasonable terms.
- (e) If the Customer's aggregate annual electricity consumption at all Premises (based on the average monthly electricity consumption at each Premises) is greater than or equal to 50,000 MWh, and there is or has

been a material change to the volume or pattern of electricity consumption during the Term (for which the aggregate annual electricity consumption for all Premises will be compared to the Customer's Estimated Total Annual Consumption for the relevant period), AGL may in its sole discretion recover any costs or reduction in benefit incurred or likely to be incurred by AGL, or a Related Body Corporate of AGL, as a result of that change.

- (f) Nothing in this clause 2.2 gives the Customer any rights to add or remove any premises as a Premises under or from this Agreement.

### 2.3. Delivery of Electricity

AGL will arrange with the Distributor for the Delivery of Electricity to each Premises unless the Customer tells AGL that it already has a separate agreement with the Distributor for the Delivery of Electricity to that Premises.

### 2.4. Obligations are Conditional

Despite clause 2.1, AGL's obligations under this Agreement will not commence in relation to a Premises until appropriate Metering Equipment has been installed, the Customer is registered as an AGL customer for that Premises under Energy Law and the Customer has satisfied any other pre-conditions notified to the Customer by AGL or the Distributor.

### 2.5. Sale of Electricity after Expiry Date

If on the Expiry Date for a Premises:

- (a) the Customer has not entered into a new agreement with AGL for the purchase of electricity for that Premises which commences on the day immediately after the Expiry Date; and
- (b) the Customer has not transferred financial responsibility for electricity supplied to that Premises to another electricity retailer by the Expiry Date for that Premises,

then after the Expiry Date AGL will continue to sell to the Customer and the Customer will continue to purchase from AGL all electricity which the Customer requires for that Premises in accordance with the terms of this Agreement, except that the Energy Charge Rates will be determined in accordance with clause 3.5. AGL will continue selling electricity to the Customer under this clause 2.5 until the earlier of the date:

- (c) any new agreement entered into between the Customer and AGL for the purchase of electricity in relation to that Premises commences;
- (d) AGL is notified in accordance with the National Electricity Rules that the transfer of that Premises to another Retailer is complete;
- (e) AGL terminates this Agreement in accordance with clause 9, or by giving the Customer not less than 15 Business Days Notice (if this day falls on a different day by State, the latest day will prevail) of termination; or
- (f) the Customer terminates this Agreement by giving AGL not less than 40 Business Days Notice (if this day falls on a different day by State, the latest day will prevail) of termination, and the termination takes effect at the end of a calendar month.

## 3. CHARGES

### 3.1. Energy Charges

The Customer agrees to pay AGL the Energy Charges for the electricity AGL sells to the Customer at each Premises calculated in accordance with the Energy Charge Rates for each Premises (as those Energy Charge Rates are reviewed annually in accordance with the CPI Escalation Formula, unless noted otherwise in Schedule 1).

### 3.2. Basis of Energy Charge Rates

The Energy Charge Rates are determined on the basis of the Customer's commitment to purchase from AGL all electricity which the Customer requires for each Premises during the period from the Commencement Date to the Expiry Date.

### 3.3. Other Charges

- (a) The Customer also agrees to pay to AGL all Network Charges, Market Charges, Metering Charges, Retail Service Fees, Services Charges, Emissions and Renewable Energy Charges and Energy Loss Charges applicable to each Premises for the quantity of electricity AGL sells to the Customer at each Premises.
- (b) Without limiting the application of any other charges under this Agreement, the Approved Energy Loss Factors will be applied against the Energy Charge Rates and the Emissions and Renewable Energy Charges rates for the purpose of calculating the Energy Loss Charges.
- (c) The Customer understands and agrees that AGL is entitled to take action under this Agreement and in its own name to recover any Network Charges owing by the Customer from time to time.

### 3.4. Variation of Charges

- (a) If, as a result of the occurrence of an Increased Costs Event after the date of AGL's initial offer to the Customer, AGL determines that there is, or reasonably estimates that there will be, any increase in the direct or indirect cost to AGL, or a Related Body Corporate of AGL, of purchasing or selling or agreeing to sell the Customer electricity, then the Customer must pay AGL such additional amounts as AGL certifies are necessary to compensate AGL or a Related Body Corporate of AGL for that increase, which may include a reasonable estimate by AGL of any such cost likely or reduction in benefit to be incurred by AGL, or a Related Body Corporate of AGL, in the future.
- (b) Without limiting any right under this Agreement to vary the Energy Charge Rates, or the application of new Energy Charge Rates, the Energy Charge Rates are firm to the market price cap (as that term is defined in the National Electricity Rules).

### 3.5. Energy Charge Rates following Expiry Date

If AGL continues to sell the Customer electricity for Premises after the Expiry Date in accordance with clause 2.5, the Customer agrees that the Energy Charge Rates for that electricity will be:

- (a) set out in a Notice to the Customer from time to time, for the period specified in that Notice (if any); or
- (b) equal to the Default Rates, if the Customer does not receive a Notice under clause 3.5(a) or if the period for which the rates set out in a Notice under clause 3.5(a) are applicable ends.

### 3.6. GST

- (a) Unless expressly stated otherwise, all amounts payable or the value of other consideration provided in respect of supplies made in relation to this Agreement are exclusive of GST (if any). If GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this Agreement, the amounts payable or the value of the consideration provided for that supply (or deemed supply) ("**Payment**") shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.
- (b) Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a tax invoice will be provided by the party being reimbursed or indemnified.
- (c) All GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a tax invoice being issued by the party making the supply.

- (d) Where in relation to this Agreement a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- (e) Terms defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning when used in this clause 3.6.

### 3.7. Carbon Adjustment

- (a) For each Billing Period (or part thereof) that occurs after one or more Carbon Schemes or Carbon Taxes have commenced operation, AGL may, in its sole discretion, elect to increase the Energy Charge Rates by an amount equal to the Carbon Adjustment.
- (b) If AGL:
  - i. elects to apply a Carbon Adjustment under clause 3.7(a) it will not pursue recovery of the direct costs it incurs in acquiring Carbon Permits or paying carbon adjustments to third parties under clauses 3.3 or 3.4 (without prejudice to AGL's right to recover other costs associated with the Carbon Scheme or Carbon Tax under those clauses); and
  - ii. does not elect to apply a Carbon Adjustment under clause 3.7(a) it may pursue recovery of any costs it incurs as a result of that Carbon Scheme or Carbon Tax under clauses 3.3 or 3.4.
- (c) If AGL has not notified the Customer of an election, then clause 3.7(a) will be deemed to apply. AGL may change its election at any time by Notice to the Customer.

## 4. BILLING AND PAYMENT

### 4.1. Bills

- (a) Subject to clause 5.1(b), the quantity of electricity sold and billed to the Customer under this Agreement will be determined from readings of the Metering Installation at the Premises.
- (b) AGL will send a bill to the Customer at the end of each Billing Period for the charges payable by the Customer under this Agreement. The bill may include:
  - i. unbilled charges incurred in respect of a previous Billing Period; and
  - ii. adjustments in relation to any charges which were billed or should have been billed in respect of a previous Billing Period.
- (c) A bill is duly rendered if left at, mailed to or otherwise sent to the address set out in Item 4 of Schedule 2 (as amended by Notice from the Customer to AGL).

### 4.2. Payment of Bills

- (a) Subject to clause 4.2(c), the Customer must pay all bills by the Due Date (free of set-off and without deduction) using any of the methods set out in Item 5 of Schedule 1.
- (b) AGL may also require the Customer to pay any costs incurred by AGL in recovering any amounts the Customer owes to AGL (including any amount in dispute that is subsequently required to be paid by the Customer), or due to the Customer's default under this Agreement.
- (c) Subject to clause 4.2(f), if the Customer reasonably believes any part of a bill is incorrect then the Customer may withhold that part of the bill that is in dispute provided that the Customer gives Notice to AGL before the Due Date detailing the reasons why the Customer reasonably believes that part of the bill is incorrect and requesting that AGL review the accuracy of the disputed portion of the bill. The Customer must pay AGL the part of the bill that is not in dispute by the Due Date. AGL will review the disputed portion of the bill within 30 days of the Customer's written request to do so.
- (d) If an undisputed bill is not paid in full by the Due Date, or if the part of a bill that is not in dispute is not paid by the Due Date, AGL may charge interest on the unpaid amount

from the Due Date at the Interest Rate and compounded monthly.

- (e) For bills that have been disputed wholly or in part and where the final determination is that an amount is required to be paid by the Customer in respect of the disputed bill, the Customer must pay that amount within 10 Business Days from notice of the resolution of the dispute. AGL may charge interest on that amount from the initial Due Date at the Interest Rate and compounded monthly.
- (f) Despite clause 4.2(c), the Customer must pay all Network Charges (and applicable GST) in full by the Due Date.

### 4.3. Credit Support

- (a) The Customer must, upon signing this Agreement, provide to AGL the credit support identified in Item 7 of Schedule 1 (if any).
- (b) AGL may by Notice request the Customer to provide AGL with credit support to secure the due and punctual performance of the Customer's obligations under this Agreement if:
  - i. the Customer fails to pay on the Due Date, the outstanding amount of any 3 bills or 2 consecutive bills; or
  - ii. AGL, acting reasonably, considers that the Customer's creditworthiness has materially changed since the date of this Agreement.
- (c) If AGL gives notice under clause 4.3(b), the Customer must provide the credit support in the amount requested within seven days after AGL's request and it must be in the form of an irrevocable and unconditional undertaking given to AGL by an Australian bank or another security acceptable to AGL (which may include a guarantee from a creditworthy person or returnable deposit) and otherwise on terms and conditions acceptable to AGL.
- (d) AGL may use the credit support to pay off any amounts the Customer owes to AGL under this Agreement.
- (e) AGL may retain any unused portion of any credit support held by it until the Customer ceases to purchase electricity from AGL. AGL must then return any unused portion of the credit support to the Customer within one month.
- (f) Where AGL uses the credit support to pay off any amounts the Customer owes to AGL under this Agreement, AGL may require the Customer to reinstate the credit support to the level of the original amount requested pursuant to sub-clause 4.3(c) above.
- (g) The Customer must give Notice to AGL of any change in control of one-half of the shares in, or voting rights attaching to shares in, the Customer and of any event or circumstance that affects the creditworthiness of the Customer.
- (h) AGL may, from time to time, request reasonable information from the Customer to assist AGL in its assessment of the Customer's creditworthiness. Upon request, the Customer must provide the information requested.
- (i) If under clause 10.10 of this Agreement, the Customer assigns, novates or otherwise transfers this Agreement to another party, AGL reserves the right to request credit support from that party and clause 4.3 of this Agreement will apply to that party.

## 5. METERING, METERING EQUIPMENT AND DATA

### 5.1. Recordings

- (a) The data recorded by the Metering Equipment at each Premises and provided to AGL under Energy Law will be prima facie evidence of the amount of electricity which AGL has sold to the Customer and the basis for calculation of the Energy Charges for that Premises.

- (b) Where safe access to the Metering Equipment is denied, the Metering Equipment makes incorrect readings, or metering data is not available, for any reason, the quantity of electricity consumed at the Premises will (subject to any relevant Energy Law) be reasonably estimated by AGL based on available information and (if relevant) prior billing history.

### 5.2. Access

- (a) The Customer must provide safe and unhindered access to the Metering Equipment for AGL's employees, agents and contractors, and all persons entitled to access under Energy Law.
- (b) The Customer must keep AGL informed of all safety hazards at each Premises that could pose a risk to the health or safety of any person.

### 5.3. Metering

- (a) AGL must at the Customer's cost, take reasonable steps to arrange for the installation (unless already installed), testing and maintenance of the Metering Equipment and/or Metering Installation.
- (b) Subject to clause 5.4, AGL will appoint a Metering Provider in AGL's discretion.
- (c) AGL reserves the right to change the Metering Provider in AGL's discretion.
- (d) If the Customer becomes aware that any part of their Metering Equipment and/or Metering Installation is defective, the Customer must notify AGL promptly of the defect. AGL will pass through to the Customer any costs it incurs from the Metering Provider or Distributor associated with rectifying any defective Metering Equipment and/or Metering Installation.
- (e) The Customer must not order or permit the Metering Provider or any other third party to effect any change or addition to the Metering Equipment and/or Metering Installation without the consent or direction of AGL.

### 5.4. Use of Customer Nominated Metering Provider

- (a) Subject to clauses 5.3, 5.4(b) and 5.4(c), the Customer may request, and AGL may consent to, the use of a Metering Provider nominated by the Customer ("Customer Nominated MP").
- (b) If AGL requests it, the Customer must provide AGL with evidence, to AGL's reasonable satisfaction, that the Customer Nominated MP holds appropriate accreditation and any other appropriate regulatory approvals which are required to be held by metering and data services providers operating in the National Market.
- (c) The Customer indemnifies AGL and must keep AGL indemnified against any cost, liability, loss, damage, claim or expense that AGL incurs or suffers as a direct or indirect result of the Customer Nominated MP providing or failing to provide metering, data and other associated services with respect to any Premises, including where incurred or suffered due to the Customer Nominated MP's negligence.
- (d) In the event that a Customer Nominated MP is appointed under this Agreement and a Responsible Person Fee is not set out in item 9 of Schedule 2, AGL may charge the Customer a Responsible Person Fee in respect of that appointment, as reasonably determined by AGL.

## 6. DELIVERY OF ELECTRICITY, QUALITY & QUANTITY

- (a) The Customer agrees that, as its Retailer under this Agreement:
  - i. AGL does not operate or physically control the Distribution System that provides Delivery of Electricity to the Customer's Premises;
  - ii. AGL cannot control the quality or the frequency of the electricity delivered to the Customer's

Premises, or the continuity of the Delivery of Electricity;

- iii. AGL is not responsible for the acts or omissions of any third party (including where applicable the Distributor);
- iv. AGL does not give any express or implied warranty to the Customer about the adequacy, safety or other characteristics of the Customer's own electrical installation or equipment; and
- v. subject to clause 8.1, AGL cannot and does not make any representation to the Customer concerning the quality or the frequency of the electricity sold to the Customer, interruptions to the Delivery of Electricity, or the occurrence of any power surges or dips.

- (b) The Customer must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of the Customer which may result from poor quality or reliability of electricity supply. This includes an obligation to install and maintain any necessary and appropriate equipment to protect all electrical equipment at the Premises against power surges from lightning and other causes, partial reduction of electrical voltages resulting in a reduction of loads and any other material disruption to the quality of electricity.

## 7. DISCONNECTION AND RECONNECTION

### 7.1. Disconnection

AGL may arrange for the disconnection of any Premises:

- (a) if the Customer breaches any of its material obligations or an obligation that may impact a third party under this Agreement and fails to remedy the breach within 14 days of receipt of a request from AGL to do so;
- (b) if an Insolvency Event has occurred in respect of the Customer;
- (c) if AGL reasonably considers that the Customer is failing to comply with its obligations under any Energy Law, AGL notifies the Customer that it must comply with that obligation, and AGL reasonably considers that the Customer has failed comply with that obligation within the time set out in that Notice;
- (d) if AGL reasonably believes that the Customer has stolen electricity or has interfered with the Metering Equipment for a Premises;
- (e) if AGL removes a Premises from this Agreement in the circumstances set out under clause 2.1(e); or
- (f) upon termination of this Agreement for any reason.

### 7.2. Reconnection

If the Distributor disconnects a Premises under clause 7.1 and the Customer requests reconnection:

- (a) AGL may direct the Distributor to reconnect that Premises on such terms as AGL sees fit; and
- (b) prior to reconnection, AGL may require the Customer to pay the disconnection fee and/or reconnection fee set by the Distributor, and to provide any credit support in accordance with clause 4.3.

### 7.3. Vacation or Sale of Premises

The Customer must provide AGL with at least 40 Business Days Notice (if this day falls on a different day by State, the latest day will prevail) if the Customer intends to:

- (a) vacate a Premises and move its business to another site, in which case AGL may vary this Agreement by amending Schedule 2, via a letter of variation, to refer to the Customer's new site from the date AGL is registered as the Customer's Retailer at the new site;
- (b) vacate a Premises without moving to a new site, in which case AGL may elect that this Agreement will cease to apply in relation to that Premises on the vacating date and the requirements of clause 9.2 will apply;



- (c) sell or otherwise part with possession of Premises owned by the Customer in which case the provisions of clause 9.2 will apply unless AGL has first agreed to transfer, assign or novate this Agreement to the new owner or occupier of that Premises; or
- (d) cease to operate its business from Premises, in which case the provisions of clause 9.2 will apply.

## 8. LIABILITY

### 8.1. Consumer Rights and Guarantees

- (a) The *Competition and Consumer Act 2010* (Cth) and other laws provide that certain conditions, consumer guarantees and rights apply to contracts with consumers (as defined in that legislation) that cannot be excluded or limited.
- (b) So far as the law allows, AGL gives no condition, warranty or undertaking, and AGL makes no representation to the Customer concerning the condition or suitability of the electricity AGL sells to the Customer or any other good or service provided under this Agreement, or its quality, fitness or safety.
- (c) So far as the law allows, any liability AGL has to the Customer for breach of a condition, guarantee, right or representation applying to this Agreement that cannot be excluded but can be limited, will (at AGL's option) be limited to:
  - i. providing to the Customer equivalent goods or services to those goods or services to which that breach relates; or
  - ii. paying the Customer the cost of acquiring goods or services which are equivalent to the goods or services to which that breach relates.

### 8.2. Limitation of Liability

- (a) So far as the law allows and subject to clause 8.2(b), the liability of a party (Party X) to the other party (Party Y) arising out of or in connection with this Agreement (other than any liability under clauses 3, 4 or 9.2) is limited to loss, damages, costs, charges and expenses directly sustained or incurred by Party Y as a result of:
  - i. personal injury to Party Y or its employees or agents; or
  - ii. damage to the property of Party Y or its employees or agents;
 caused by Party X's breach of this Agreement or negligent act or omission, up to a maximum of \$1 million per event.
- (b) So far as the law allows, neither party will be liable to the other in contract, in tort, in equity, by operation of statute or otherwise for any kind of Consequential Loss suffered or incurred by the other party, or any other person and arising out of or in connection with this Agreement (other than any liability under clauses 3, 4 or 9.2).

### 8.3. No Liability for Delivery of Electricity

The Customer agrees that, subject to clause 8.1, AGL is not liable for any loss, damages, costs, charges, expenses or interest suffered by the Customer because of any variation or deficiency in the quality or frequency of electricity sold to the Customer (including without limitation any power surges or power dips) or any interruptions to the Delivery of Electricity howsoever caused.

### 8.4. Force Majeure

The failure by either party to observe or perform wholly or in part any obligation (other than an obligation to pay money) under this Agreement is deemed not to be a breach of this Agreement if the failure was caused by or arose as a consequence of Force Majeure.

### 8.5. Other Rights

This clause 8 will apply in addition to, and will not vary or exclude the operation of, any exclusion from or limitation on liability

either party may be entitled to claim the benefit of under any Energy Law.

## 9. TERMINATION

### 9.1. Right to Terminate

- (a) Either party may terminate this Agreement by Notice:
  - i. if an Insolvency Event occurs in respect of the other party;
  - ii. if the other party breaches any of its material obligations under this Agreement and the breach is not remedied within 14 days of receipt of a Notice to remedy that breach; or
  - iii. if the other party breaches any of its material obligations under this Agreement which cannot be remedied.
- (b) AGL may terminate this Agreement in the circumstances set out under clause 2.1(e).

### 9.2. Consequences of Termination

In order to commit to selling the Customer electricity at the Energy Charge Rates until the Expiry Date, AGL enters into Wholesale Energy Contracts to effectively reduce AGL's exposure to the volatility of the wholesale price of the electricity AGL sells to the Customer.

If, prior to the Expiry Date:

- (a) the Customer sells, ceases, moves or otherwise transfers the business conducted by the Customer at a Premises or sells or otherwise vacates a Premises and AGL ceases to be or at that time does not become the retailer to that Premises on the terms of this Agreement for the balance of the period up to the Expiry Date; or
- (b) this Agreement is terminated by AGL as a result of the Customer's breach, an Insolvency Event, or under clause 2.1(e),

then the Customer must compensate AGL for any loss, damage, cost, reduction in benefit, charge or expense suffered by AGL as a result of the Customer's breach and/or arising from AGL's continuing obligations under any relevant Wholesale Energy Contract, without prejudice to any other action or claim AGL may have under this Agreement.

AGL will endeavour to minimise any such loss damage, cost, charge or expense.

### 9.3. Meter Reading on Termination

The Metering Equipment for each Premises will be read on the Termination Date and a final bill sent for all outstanding charges (which bill will be payable in the normal manner).

## 10. GENERAL PROVISIONS

### 10.1. Use of Information

- (a) The Customer consents to AGL seeking and using information concerning the Customer, its Premises, the Customer's electricity consumption, metering, billing and payment data and history (and any related or similar information) for the purposes of this Agreement, any relevant Wholesale Energy Contract, any Energy Law or for any other lawful purpose AGL reasonably considers necessary.
- (b) Unless prevented by law, AGL or its Related Bodies Corporate can use this information to offer to sell the Customer other products and services. The Customer may notify AGL at any time if it does not wish AGL to use this information in this manner.

### 10.2. Confidentiality of Agreement

- (a) Both parties must ensure that the terms of this Agreement and all commercially sensitive information exchanged between the parties remain confidential.
- (b) Either party may disclose such information:

- i. with the prior written consent of the other party (including that given under clause 10.1(a));
  - ii. if permitted or required by any law or stock exchange rules; or
  - iii. on a confidential basis to its officers, employees and advisers (or those of a Related Body Corporate) for any purpose which is connected with this Agreement.
- (c) In no circumstances may the Customer disclose the terms of this Agreement to any person offering, or capable of offering, to sell electricity to the Customer.

**10.3. Dispute Resolution**

- (a) If a dispute arises in relation to this Agreement, the party seeking to escalate the dispute must give Notice to the other party detailing the full reasons for the dispute and requiring that the parties undertake dispute resolution pursuant to this clause 10.3 (“**Dispute Notice**”).
- (b) Following the provision of a Dispute Notice, each party agrees to negotiate in good faith with the other for not less than 30 Business Days (if this day falls on a different day by State, the latest day will prevail) from the date of the Dispute Notice to try to resolve it amicably. After the 30 Business Days expire, senior representatives of each party must first meet and, within a further 5 Business Days (if this day falls on a different day by State, the latest day will prevail), determine the process for resolving the matter through means other than litigation, such as further negotiations, mediation or conciliation, and also determine the procedure and timetable for any exchange of documents, for the conduct of the selected proceedings and for selection and remuneration of any mediator or conciliator (“**Dispute Resolution Process**”).
- (c) If the dispute is not resolved within 35 Business Days (if this day falls on a different day by State, the latest day will prevail) from the date of the Dispute Notice, or a Dispute Resolution Process is not determined within the time agreed between the parties specified in clause 10.3(b), or if the Dispute Resolution Process does not resolve the dispute in accordance with the timetable determined under clause 10.3(b), then either party may, by giving Notice to the other party, terminate any Dispute Resolution Process and may only then commence litigation proceedings.
- (d) Neither party may commence legal proceedings concerning a matter in dispute (other than for the purpose of seeking urgent injunctive or declaratory relief) unless the parties have attempted to resolve the dispute in accordance with this clause 10.3.
- (e) Each party must continue to perform its obligations under this Agreement despite the existence of the dispute.

**10.4. Notices**

- (a) A notice to AGL must be in writing and sent to the relevant address, email address (if any) or fax number set out in Item 6 of Schedule 1 (unless AGL notifies the Customer to the contrary).
- (b) A notice to the Customer must be in writing and sent or hand delivered to the address, or sent to the email address or fax number, set out in Item 7 of Schedule 2, (unless the Customer notifies AGL to the contrary).
- (c) Unless actual receipt is earlier confirmed by the recipient, a Notice is taken to be received:
- i. if sent by mail, on the third day after mailing;
  - ii. if hand delivered, on the day it is delivered;
  - iii. if sent by fax, on production of a transmission report by the machine from which the fax was sent successfully, which indicates that the fax was sent in its entirety to the fax number of the recipient;
  - iv. if sent by email, on the next Business Day after sending.

**10.5. Exercise of rights**

A party may exercise a right, power or remedy under this Agreement at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that, or of any other, right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

**10.6. Waiver and variation**

- (a) Subject to clause 10.6(b), a provision of, or a right created under, this Agreement may not be either:
- i. waived, except in a Notice signed by the party granting the waiver; or
  - ii. varied, except in a Notice signed by the parties.
- (b) AGL may, by Notice to the Customer, vary a provision of this Agreement in such manner as AGL reasonably determines is necessary to reflect any changes to Energy Law or in the interpretation or application of an Energy Law.

**10.7. Survival**

Clauses 1, 3, 4, 6, 7.1, 8, 9.2, 10.1, 10.2, 10.4, 10.5, 10.6, 10.9, 11, 12 and this clause 10.7 survive the termination or expiry of this Agreement.

**10.8. No representations or warranties**

The Customer acknowledges that in entering into this Agreement it has not relied on any representations or warranties about the subject matter except as provided in this Agreement.

**10.9. Governing Law**

This Agreement shall be interpreted in relation to each Premises, in accordance with the law in force in the State or Territory in which such Premises are located, and the parties submit to the jurisdiction of the courts of the relevant State or Territory, including any courts having appellate jurisdiction from those courts.

**10.10. Assignment**

- (a) Subject to clause 10.10(b), a party may only assign, novate or otherwise transfer its rights and obligations under this Agreement with the prior written consent of the other party, which will not be unreasonably withheld or delayed.
- (b) AGL may assign, novate or otherwise transfer its rights and obligations under this Agreement to a Related Body Corporate that is a Retailer and the Customer hereby consents to that assignment, novation or transfer and agrees to do and execute or cause to be done or executed any such acts, deeds and assurances whatsoever reasonably necessary to effect that assignment, novation or transfer.
- (c) If the Customer assigns, novates or otherwise transfers its rights and obligations under this Agreement AGL may charge the Customer a fee for such novation or assignment, which is payable by the Customer as the assignor, transferor or the novating party of rights and obligations under this Agreement. AGL is not obligated to accept the novation, assignment or transfer of rights and obligations under this Agreement if the new customer does not agree with the charges or terms of the Agreement, if there are issues relating to credit support or if the Customer does not sign the assignment or novation. In such cases, the Agreement will remain with the then current Customer.

**10.11. Broker commissions**

The Customer acknowledges that if it has engaged an Intermediary in relation to this Agreement, it is aware that a Commission may be payable to the Intermediary. The Customer further acknowledges that it may seek disclosure of the details of any Commission from the Intermediary.

## 11. INTERPRETATION

- (a) In this Agreement unless the contrary intention appears:
- i. a reference to this Agreement or another instrument includes any variation or replacement of them;
  - ii. the singular includes the plural and vice versa;
  - iii. the word person includes a firm, a body corporate, an unincorporated association or an authority;
  - iv. a reference to one gender includes all genders;
  - v. a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
  - vi. an agreement, representation or warranty on the part of, or in favour of, two or more persons binds, or is for the benefit of them, jointly and severally;
  - vii. a provision must not be construed against a party only because that party prepared it; and
  - viii. mentioning anything after "includes" or "including" will not limit what else might be included.
- (b) Headings in this Agreement are inserted for convenience and do not affect the interpretation of this Agreement.
- (c) A reference to a law, ordinance, code, rule(s) or mandatory guideline includes regulations and other instruments under, and consolidations, amendments, re-enactments, extensions or replacements of that statute, ordinance, code, rule(s) or guideline.
- (d) Where the application of a term of this Agreement is inconsistent with a provision of an Energy Law, then to the extent permitted by that Energy Law, that term will prevail. Otherwise, that term will be read down or modified so that it applies in a manner which is consistent with the relevant provision of that Energy Law (as that provision applies in those circumstances) or, if that is not possible, that term (or relevant part) will be severed.
- (e) Where AGL is required by this Agreement to determine an amount payable by the Customer with reference to a charge, liability, cost, expense or penalty:
- i. a certificate signed by AGL as to the amount payable is, in the absence of manifest error, final and binding on the Customer; and
  - ii. AGL may take into account the tax deductibility of any such charge, liability, cost, expense or penalty and the assessable nature of any related amount the Customer pays or owes to AGL.

## 12. GLOSSARY

In this Agreement unless the contrary intention appears:

**AGL** means, if the Premises is located in:

- (a) Victoria, New South Wales, Queensland or the Australian Capital Territory: AGL Sales Pty Limited (ABN 88 090 538 337) of Level 22, 101 Miller Street, North Sydney NSW 2060; or
- (b) South Australia: AGL South Australia Pty Limited (ABN 49 091 105 092) of Level 22, 101 Miller Street, North Sydney NSW 2060.

**Agreement** means these terms and conditions together with all schedules and appendices.

**Approved Energy Loss Factors** means, unless explicitly stated to the contrary in this Agreement, any loss factors (including both the intra-regional loss factors and the distribution loss factors) approved by the System Operator or any other regulatory authority from time to time.

**ASX** means the Australian Securities Exchange (or any successor entity).

**Billing Period** means the period set out in Item 3 of Schedule 1.

**Business Day** means a day other than a Saturday or Sunday or a public holiday in the State or Territory in which the relevant Premises are located.

**Carbon Adjustment** means the amount of the increase for that Billing Period calculated using the following formula:

$$CA = CI \times CRP$$

Where:

CA Carbon Adjustment for that Billing Period (in \$/MWh);

CI Carbon Intensity;

CRP Carbon Reference Price for that Billing Period.

**Carbon Intensity** means for the relevant Billing Period:

- (a) the average carbon dioxide equivalent intensity of generators registered under the National Electricity Rules applying to the month immediately preceding the Billing Period as published by, or calculated from information published by, the System Operator from time to time and, where this is published for a period other than a month, on a pro-rata and/or average (as necessary) of the carbon dioxide equivalent intensities published in respect of days or weeks occurring in the month immediately preceding the Billing Period (in tonnes of CO<sub>2</sub>-e/MWh); or
- (b) if the System Operator does not publish such an average carbon dioxide equivalent intensity applicable to at least part of the month immediately preceding the Billing Period or by the second Business Day after the end of that Billing Period, then as determined by AGL acting reasonably.

**Carbon Permit** means a unit, permit, credit, offset, permission, allowance or other proprietary right capable of being used by its holder to satisfy a liability for the emission of one tonne of carbon dioxide equivalent under the Carbon Scheme and if the Carbon Scheme provides for Carbon Permits with different vintage years or different periods during which they are eligible for surrender, that Carbon Permit is of the vintage year (or other period during which they are eligible for surrender) which corresponds to the financial year (or other relevant period prescribed by the Carbon Scheme) in which the first day of the relevant Billing Period occurs.

**Carbon Reference Price** means, for the relevant Billing Period (expressed in \$/tonne CO<sub>2</sub>-e, exclusive of GST):

- (a) subject to paragraph (c), if in respect of a Carbon Scheme:
  - i. during such time that fixed-price Carbon Permits are issued under the Carbon Scheme and such Carbon Permits are not capable of being traded, that fixed price; or
  - ii. during such time that Carbon Permits are issued under the Carbon Scheme and such Carbon Permits are capable of being traded, the average of the spot price for such Carbon Permits published by the ASX as the daily closing price for each Trading Day occurring during that Billing Period, or if this price is not published for any reason or more than one such price is published, the price that best reflects the average of the market prices for delivery of Carbon Permits occurring during that Billing Period as determined by AGL acting reasonably; or

Where subparagraphs i. and ii. above are both satisfied, either subparagraph i. or ii. will apply as determined by AGL acting reasonably.

- (b) subject to paragraph (c), if in respect of a Carbon Tax, the Carbon Tax Rate, or if the Carbon Tax does not utilise a Carbon Tax Rate, the rate that best reflects the tax, charge or levy applying to emissions of participants in the National Market during that Billing Period, as determined by AGL acting reasonably; or
- (c) if in respect of a scheme which is both a Carbon Scheme and a Carbon Tax, the price or rate under either paragraph (a) or (b), as determined by AGL acting reasonably.

**Carbon Scheme** means any mandatory Commonwealth scheme for the management of greenhouse gas emissions or concentrations which applies to emissions relating to the generation or transmission of electric power in the National Market, or emissions from fuel sources used for the generation of electric power in the National Market, and which requires liable persons to hold, acquit or surrender units, permits, credits, offsets, allowances or other similar rights in respect of those greenhouse gas emissions or concentrations.

**Carbon Tax** means a tax, charge or levy imposed by the Commonwealth Government on liable persons as part of a mandatory scheme for the management of greenhouse gas emissions or concentrations, which applies directly or indirectly to emissions relating to the generation or transmission of electric power in the National Market, or emissions from fuel sources used for the generation of electric power in the National Market.

**Carbon Tax Rate** means, if the Carbon Tax is imposed as a uniform tax, charge or levy payable by liable persons on the quantity of greenhouse gas emitted by them, that tax, charge or levy.

**Consequential Loss** means loss of income or revenue; loss of profit or anticipated profits; loss of business or financial opportunity; loss of production or loss from business interruption; loss of reputation; punitive or exemplary damage; failure to achieve anticipated savings, reduction of costs, or other savings; and penalties payable under third party contracts.

**Commencement Date** means in relation to a Premises the date specified in Item 2 of Schedule 2 for that Premises.

**Commission** means any amount that is incorporated into the charges payable by the Customer to AGL under this Agreement, which is remitted by AGL to the Intermediary as a commission for the services the Intermediary provided or provides to the Customer.

**CPI** means the consumer price index all groups for the city specified in Item 2 of Schedule 1 (if applicable as per Item 2 of Schedule 1).

**CPI Escalation Formula** means the formula:

$$P_r = P_{r-1} * [(CPI_r / CPI_{r-1}) - X]$$

Where:

$P_r$  is the Energy Charge Rate applicable from and including the date specified in Item 2 of Schedule 1 of the relevant year ("Review Date");

$P_{r-1}$  is the Energy Charge Rate applicable immediately prior to the relevant Review Date;

$CPI_r$  is the CPI for the calendar quarter published immediately prior to the relevant Review Date;

$CPI_{r-1}$  is the CPI for the calendar quarter published immediately prior to a date 12 months prior to the relevant Review Date; and

X is the discount escalation rate expressed as a decimal and specified in Item 2 of Schedule 1 (if any).

There will be no adjustment to the applicable Energy Charge Rate if  $[(CPI_r / CPI_{r-1}) - X] < 1$ ; in that case,  $P_r = P_{r-1}$ .

**Customer** means the person set out in Item 1 of Schedule 1.

**Default Rates** means the rates applicable to large customers without a retail contract published at [www.agl.com.au](http://www.agl.com.au) from time to time, or if not published, the rates AGL in its sole discretion determines are necessary to recover its costs or the costs of a Related Body Corporate of AGL, of acquiring electricity or hedging the cost of acquiring electricity in the National Market and selling electricity to the Customer, plus a reasonable margin.

**Delivery of Electricity** means the delivery of electricity through a Distribution System to, or in relation to, the Customer's Premises.

**Distribution System** means the system of electric lines and other equipment through which a Distributor provides Delivery of Electricity.

**Distributor** means a person entitled by Energy Law to distribute electricity through a Distribution System. If this Agreement covers two or more Premises, there may be two or more Distributors.

**Due Date** has the meaning set out in Item 4 of Schedule 1 in relation to a bill.

**Emissions and Renewable Energy Legislation** means the *Renewable Energy (Electricity) Act 2000* (Cth) and any other Energy Law which has as one of its purposes the reduction or limitation of greenhouse gases or the minimisation of the impact on the environment of the electricity industry generally.

**Emissions and Renewable Energy Charges** means the amount fixed by AGL from time to time and set out in the Customer's bill as the charge which AGL reasonably determines should be paid by the Customer on account of any cost or liability imposed on or incurred by AGL, or a Related Body Corporate of AGL, under or as a direct or indirect consequence of any Emissions and Renewable Energy Legislation (including the cost of acquiring renewable energy, energy efficiency or greenhouse gas abatement certificates or any other relevant proprietary right or interest) or any reasonable estimate of any such cost or liability likely to be so imposed on or incurred by AGL, or a Related Body Corporate of AGL, in the future.

**Energy Charges** means the charges payable under clause 3.1.

**Energy Charge Rates** means, in relation to a nominated period and Premises, the rates set out in Item 5 of Schedule 2, which will apply to the period or periods ending no later than the Expiry Date, as those rates are reviewed annually in accordance with the CPI Escalation Formula, or the rates applying under clause 3.5, for that period and Premises.

**Energy Law** means any statute, regulation, code, rules, direction, mandatory guideline, licence condition or other regulatory instrument which governs or affects any one or more of the price of electricity, the cost to AGL of purchasing or selling electricity, the Delivery of Electricity, the sale of electricity to the Customer or the electricity industry generally.

**Energy Loss Charges** means the charges calculated as:

- (a) the product of the Approved Energy Loss Factors applicable to each Premises and the Energy Charges; and
- (b) the product of the Approved Energy Loss Factors applicable to each Premises and each of the Emissions and Renewable Energy Charges.

For the avoidance of doubt, Energy Loss Charges may be expressed in a bill as a component of another charge or amount payable and need not be expressed as a separate charge or charges.

**Estimated Total Annual Consumption** means the estimated annual consumption set out in Item 8 of Schedule 2.

**Expiry Date** means in relation to a Premises, the date set out in Item 3 of Schedule 2 for that Premises.

**Force Majeure** means in relation to a party, any event or circumstance outside that party's control, including:

- (a) an act of God, insurrection, industrial disputes of any kind, epidemics or any other risks to health or safety;
- (b) the order of any court or the award of any arbitrator, any order act or omission of government or other regulatory body or any inability or delay in obtaining governmental quasi-governmental or regulatory approvals consents permits licences or authorities; or
- (c) any order, direction, act or omission of a third party (including the System Operator, a generator or transmission operator or the Distributor).

**GST** has the meaning given to the term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Increased Costs Event** means where:

- (a) a new Tax is imposed or the basis for imposing or calculating any Tax changes;
- (b) AGL, or a Related Body Corporate of AGL, incurs any liability, cost or reduction in benefit due to or arising from the

introduction of, or a change to an Energy Law or a change to the interpretation or effect of an Energy Law;

- (c) the System Operator becomes entitled pursuant to an Energy Law to levy or recover any charges, costs or other imposts; or
- (d) AGL, or a Related Body Corporate of AGL, incurs a liability, cost or reduction in benefit pursuant to a Wholesale Energy Contract in circumstances contemplated by that Wholesale Energy Contract relating to:
  - i. Taxes;
  - ii. participation in the National Market;
  - iii. the principles upon which use of system fees relating to the use of transmission or distribution systems are allocated; or
  - iv. a change to or introduction of an Energy Law or a change to the interpretation or effect of an Energy Law.

**Insolvency Event** includes the appointment of an administrator or receiver, voluntary administration, compromise, arrangement, official management, winding-up, dissolution, cessation of business, 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 any failure to provide credit support when required by this Agreement.

**Interest Rate** means the Westpac Banking Corporation corporate overdraft reference rate as at the Due Date plus a margin of 2% per annum.

**Intermediary** means a broker, buying group or other third party involved in providing energy brokering, procurement or contracting advice to the Customer.

**Market Charges** means any charge imposed by Energy Law, the System Operator, any other regulatory authority or with the Customer's agreement, and includes any ancillary services, charges or costs and any other charges associated with operation of the National Market.

**Metering Charges** means:-

- (a) all metering costs incurred by AGL or charges in relation to the provision of Metering Equipment and any Metering Installation and the collection and distribution of metering data; plus
- (b) the Responsible Person Fee.

**Metering Provider** means a person or persons nominated by AGL and appointed by the System Operator to do one or more of the following:

- (a) supply and install Metering Equipment and/or Metering Installations;
- (b) read Metering Equipment;
- (c) collect, process and transmit metering data to the Distributor, the System Operator, any relevant regulatory entity, AGL or the Customer;
- (d) provide any additional metering-related services to AGL in respect of the Premises.

**Metering Equipment** means equipment installed (or to be installed) to measure, record and in certain cases forward the data relating to the amount of electricity delivered to a Premises from the Distribution System.

**Metering Installation** has the meaning set out in the National Electricity Rules and includes, for the avoidance of doubt, the links that provide remote access communications with the installation, the metering current transformers and the voltage transformers.

**National Electricity Law** means the schedule to the *National Electricity (South Australia) Act 1996* (SA).

**National Electricity Rules** means the National Electricity Rules made under the National Electricity Law.

**National Market** means the Australian wholesale electricity market operated under the National Electricity Rules.

**New Premises** means premises that were constructed or have substantially changed their electricity consumption profile since 1 January in the year immediately preceding the Commencement Date.

**Network Charges** means any costs charged by the Distributor to AGL in relation to the Customer's Premises including the cost of Delivery of Electricity and connection to the Distribution System and any excluded services.

**NMI** has the meaning set out in the National Electricity Rules.

**Notice** means a notice which conforms with the requirements of clause 10.4 (Notices).

**Off Peak** means all other times not defined under Peak or Shoulder.

**Peak** means:

- (a) for New South Wales and the Australian Capital Territory, 7.00 am – 9.00 am and 5.00 pm – 8.00 pm local time on Business Days ;
- (b) for South Australia, 7.00 am - 9.00 pm local time on Monday to Friday;
- (c) for Victoria, 7.00 am – 11.00 pm local time on Monday to Friday; and
- (d) for Queensland, 7.00 am – 11.00 pm local time on Business Days and Gazetted Show holidays throughout Queensland.

**Premises** means each of the Premises set out in Item 1 of Schedule 2 and where the context requires it, all of those Premises.

**Related Body Corporate** has the meaning defined in section 9 of the *Corporations Act 2001* (Cth) and when referring to AGL, includes AGL Hydro Partnership ABN 86 076 691 481.

**Responsible Person Fee** means the fee or fees (if any) set out in Item 9 of Schedule 2, or as applied under clause 5.4.

**Retailer** means a person entitled by Energy Law to retail electricity.

**Retail Service Fee** means the fee or fees as set out in Item 6 of Schedule 2.

**Services Charges** means the fee AGL may charge the Customer for any other products or services AGL agrees to provide to the Customer.

**Shoulder** means, for New South Wales and the Australian Capital Territory, 9.00 am – 5.00 pm and 8.00 pm – 10.00 pm local time on Business Days.

**System Operator** means any person or body appointed under Energy Law whose functions are, amongst other things, to operate and administer the National Market, control the security of the electricity supply system, or regulate and monitor the electricity transmission system.

**Taxes** means any taxes, levies, imposts, deductions, charges, withholdings or duties, other than income tax, fines or penalties.

**Term** means the period from the Commencement Date to the Termination Date.

**Termination Date** means in relation to each Premises:

- (a) the earlier of the Expiry Date for that Premises or the date this Agreement terminates under clause 9.1; or
- (b) where clause 2.5 applies, the date AGL ceases selling electricity to the Customer under this Agreement at that Premises.

**Trading Day** means a day on which the ASX is due to be open for trading during its regular trading session.

**Wholesale Energy Contract** means a wholesale, power purchase, hedge or other similar contract that has the purpose or effect of reducing AGL's (or a Related Body Corporate of AGL's) exposure to the volatility of the wholesale cost of acquiring electricity in the National Market.