

File No. 100/07
Our Ref: RAP

15 June 2007

Dear Councillor

You are kindly requested to attend an **EXTRAORDINARY COUNCIL MEETING** of Wingecarribee Shire Council to be held in the Council Chambers, Elizabeth Street, Moss Vale on **Wednesday, 20 June 2007** commencing at **6.00 pm**.

Yours faithfully

Mike Hyde
General Manager

BUSINESS

1. OPENING OF THE MEETING
2. PRAYER – *Civic Prayer read by the Mayor, Clr G Lewis*
3. APOLOGIES
4. DECLARATIONS OF INTEREST
5. COUNCIL MATTERS
6. CLOSED COUNCIL

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EXTRAORDINARY MEETING OF COUNCIL
held in the Council Chamber, Civic Centre, Elizabeth St,
Moss Vale on Wednesday, 20 June 2007



DECLARATIONS OF INTEREST

DECLARATION OF INTEREST

101/3

Councillors are requested to declare any Pecuniary or Non Pecuniary Interests for items on the agenda.

OPEN COUNCIL

CORPORATE SERVICES DIVISION

o-CS1 Lease of Council Land –Country Golf Club and Bowral RSL Limited

REF: DCS

6612/1.1

Reporting on the future use and lease of council land on which the Bowral Country Golf course is situated.

REPORT

BACKGROUND

Reference: Ordinary meeting of Council 13 June 2007 o-CS5 and o-EP10 (see attached) resolved as follows:

1. *THAT the matter be deferred for consideration at the Extraordinary Meeting of Council to be held on Wednesday, 20 June 2007 providing that Council holds an information session prior to this date, outlining the problems associated with the future use and lease of Council land on which the Bowral Country Golf Course is situated*
2. *THAT the history and background of this situation be circulated including all meetings held to date.*
3. *THAT a Plan of Management for the Bowral Country Golf Course site be developed as soon as possible.*
4. *THAT a supplementary vote of \$8,000 be allocated from working funds to complete the Plan of Management.*

Council has received advice that the Country Golf Club & Bowral RSL Limited is under extreme financial pressures and may in fact be trading as an insolvent company.

The above situation has implications for the club's liquor and gaming licences and also for the directors of the club. It is not the purpose of this report to deal with these issues in any detail, but to address the implications of the situation in terms of the future use and lease of the council land on which the Bowral Country Golf course is situated.

It is apparent that the future of the Club is uncertain and that it is likely that it may cease to operate or be placed in the hands of an administrator in the near future (further advice may be available in regard to the future of the club prior to Council's meeting on Wednesday 13 June 2007).

If the club ceases to continue to operate then the lease for the control and operation of the golf course would also terminate and Council would need to determine a way forward for the golf course to continue to operate.

WHAT OPTIONS ARE AVAILABLE TO KEEP THE GOLF COURSE OPEN –SHOULD THE EXISTING LEASE BE TERMINATED?

Council has been approached by Mr John Uliana seeking to take over the lease for the Country Golf Club course. Whilst such a proposal may have merit in terms of ensuring the ongoing maintenance and management of the golf course, council needs to be aware of its obligations under the Local Government Act regarding the management of community land, before moving forward.

It is noted that there is not a current Plan of Management for the land on which the golf course currently operates, although action is underway to develop a plan of management within (4) months. Once a plan of management is complete, Council would then be able to advertise for expressions of interest to enter into a long term lease.

Noting the above, a number of options have been explored in regard to the possibility of the existing lease being assigned to another party, a sublease created, or indeed the issuing of a new lease. Advice has been sought from Council's solicitor on the above matters and a précis of his advice is included in this report.

Council's solicitor's advice is definitive, and he concludes that without a current Plan of Management in place, any dealings in the community land are prohibited.

"...if no plan of management exists or the plan of management does not identify such an option or does not provide a process for dealing with assignments, no assignments or subletting is permissible".

"Section 46 recognises that a council may only grant a lease, license or other estate over community land if there is an express authorisation for such action in a plan of management."

Based on the above advice, the way forward for Council is severely restricted in terms of creating any form of lease, license or other estate in the golf course land, until such time as a plan of management is in place.

Noting the above conclusions, the question may then be asked, as to whether Council can allow the use of the golf course to continue without a lease, license or estate in place.

The Local Government Act is quite definitive in regard to this option, and section 47D (1) provides that:

" The exclusive occupation or exclusive use by any persons of community land otherwise than in accordance with

(a) a lease, license or estate to which section 47 or 47A applies, or

(b) a sublease or other title directly or indirectly derived from the holder of such a lease, license or estate, is prohibited.

The question then arises as to whether "non exclusive" use of the golf course on a short term basis can be permitted on a day to day or week to week arrangement without a lease or license.

Council has this type of arrangement in place with numerous sporting clubs across the Shire who use various sporting facilities on a weekly basis. Although, it is emphasised that Council takes responsibility for the control, care and maintenance of the actual sporting venues.

Council could therefore consider such an arrangement with a nominated body or individual to conduct golf activities on the Bowral Country Golf Club course as a short term arrangement. The issue that then arises, is how will the maintenance of the golf course be provided and by whom.

The above proposal effectively means that Council will have prime responsibility for the care, control and maintenance of the golf course. Council could then choose to contract the maintenance of the golf course out for a fixed period at an agreed price on a short term contract to the existing operator, Ground Force Bowral Pty Ltd.

Council would however incur significant costs to provide this service, with advice suggesting that the costs to operate the golf course are in the order of \$8,000 to \$9,000 per week. Council would need to ensure that any arrangement was under a genuine contract arrangement with employees engaged by the contractor and not council, to ensure that Council does not breach the Independent Contractors Act 2006. It is noted however that if this contract is in excess of \$150,000 that the tender provisions of Section 55 of the Local Government Act, would come into play. Council would therefore be required to call for tenders before entering into a contract, unless exceptional circumstances were identified.

Specifically, Council would need to be satisfied “ that because of extenuating circumstances, remoteness of locality or the unavailability of competitive or reliable tenderers, that a satisfactory result would not be achieved by inviting tenders”.

Council would need to provide specific reasons as to why a tender would not achieve a satisfactory result, as part of its resolution.

In the current circumstances it could be legitimately argued that because of the short term nature of the contract (six months) and the high capital costs to resource the service, and the short lead time, that a tender would not offer a competitive market. Further, that the existing operator is the only option practically available to council given the immediacy of the required service.

Mr John Uliana has also sought approval to continue to operate golfing activities on the site under such an arrangement should the existing lease be terminated, with a user agreement also to be put in place with Ground Force Bowral Pty Ltd, to operate activities of golf on the Bowral Country Golf Course.

It is proposed that this arrangement would be in place for up to six months, until such time as a plan of management has been adopted and a long term lease signed after a tender process is completed.

It is proposed that under the above option, Council offset the cost of maintaining and managing the golf course by charging a fee under the proposed user agreement that is equivalent to Council’s costs.

The above actions whilst not ideal, are seen as the only practical way forward to ensure that the Bowral Country Golf Course continues to operate, without direct involvement by Council in the management and operation of a golf course, if the current lease is terminated.

It is highlighted that once a plan of management is complete Council is obligated to call tenders for any future lease, license or estate that exceeds a term of five (5) years, unless the lease is granted to a non profit organisation.

Once a preferred tenderer is selected, Council is also obligated to give public notice of Council's intent to enter into a long term lease and seek submissions from the community on the proposed lease.

If Council receives any objections to the proposed lease, Council cannot proceed without the Minister for Local Governments consent.

WHAT WOULD BE THE WAY FORWARD – IF THE EXISTING LEASE REMAINS IN PLACE?

If the Country Golf Club & Bowral RSL Ltd continues to operate under the control of an Administrator then the existing lease could continue to operate. This arrangement would however only be maintained while ever the Club continued as a legal entity, and it is apparent that the Country Golf Club and Bowral RSL Ltd may cease to operate at some time in the future.

However, the above arrangement would ensure the continuing operation of the golf course and the activities of golf, subject to the direction of the Administrator.

Council's Officers are currently proceeding with the process to develop and adopt a plan of management for the Country Golf Club site. Once the plan of management is completed, Council has the ability to offer a new lease for the site, should the existing lease be terminated.

Council is required to go to tender for the lease of the site unless a lease is offered to a non profit organisation. That is a decision that Council would need to make at a future date should the existing lease be terminated.

CONCLUSION

The two options detailed in the report would allow the golf course to continue to operate whilst a plan of management is completed. The option taken will depend on the decision made by the members of the Country Golf Club and Bowral RSL Ltd at their upcoming extraordinary meeting. It is noted that Mr Uliana has requested that Council assist the Country Golf Club & Bowral RSL Ltd by waiving the existing lease fees of \$2,604 per month, if the existing lease is maintained by the Administrator. Two alternative sets of recommendations are offered to Council with the way forward dependent on the decisions made by the Country Golf Club & Bowral RSL Ltd regarding their future.

In the longer term, once the plan of management is in place, Council will then be in a position to offer a long term lease of up to 21 years, via a tender process and provide a more permanent solution for the future of the golf course.

ATTACHMENTS

There is one attachment to this report (o-EP10 report to Council 13 June 2007)

RECOMMENDATION

1. THAT Council confirms its support for the continuation of golfing activities on the Bowral Country Golf Course.
2. THAT a Plan of Management for the Bowral Country Golf Course site be developed as soon as possible.
3. THAT a supplementary vote of \$8,000 be allocated from working funds to complete the Plan of Management.
4. THAT subject to the termination of the lease with the Country Golf Club & Bowral RSL Limited, Council takeover control and management of the Country Golf Club course.
5. THAT Council not require tenders for the short term contract to provide maintenance and ancillary services required to maintain and operate the Bowral Country Golf Course, due to:
 - (i) Short term nature of the contract
 - (ii) The immediacy of the services required
 - (iii) The high capital costs
 - (iv) Short lead time
 - (v) Ability to maintain continuity of services
6. THAT Council enters into a short term contract for up to six months, with Ground Force Bowral Pty Ltd for the maintenance of the golf course and provision of services ancillary to the game of golf.
7. THAT Council enters into a user agreement with Ground Force Bowral Pty Ltd, for the non exclusive use of the Bowral Country Golf Course, granting them permission to organise and conduct golf activities on the site.
8. THAT once a Plan of Management is completed, Council immediately call tenders seeking expressions of interest for a long term lease of up to 21 years, to organise and conduct golfing activities on the Bowral Country Golf Course.

.....Cont'd



Cont'd.....

OR

1. THAT Council confirm its support for the continuation of golfing activities on the Bowral Country Golf Course.
 2. THAT a Plan of Management for the Bowral Country Golf Course site be developed as soon as possible.
 3. THAT a supplementary vote of \$8,000 be allocated from working funds to complete the Plan of Management.
 4. THAT if an Administrator is appointed to operate the Country Golf Club & Bowral RSL Ltd, Council seek to maintain the existing lease until a plan of management is in place.
 5. THAT upon adoption of a plan of management for the Bowral Country Golf Club site, Council again considers its options for the future leasing of the site.
 6. THAT Council determine its position regarding the request to waive the ongoing lease fees if the existing lease remains whilst the club is operated by the Administrator.
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ATTACHMENT 1

o-EP10 Bowral Country Club

REF: DEP

PN215900

Reporting on the need for an immediate amendment to the provisions of *Wingecarribee Local Environmental Plan 1989* in order to include "hotels" as a permissible land use on the site of the Bowral Country Club.

REPORT

Reporting on a request for Council to amend the provisions of *Wingecarribee Local Environmental Plan 1989* so as to make "hotels" a permissible form of development on the site of the Bowral Country Club.

Reason for Report

- Council has been approached by representatives of the Bowral Country Club (the Applicant) seeking assistance to overcome a problem associated with the ongoing licensing of the Country Club
- Council has been requested by the Applicant to amend the provisions of WLEP so as to make "hotels" a permissible form of development on the site of the Bowral Country Club
- this report should be read in conjunction with **o-CS5** also dealing with the Bowral Country Club.

Current Planning Controls

- the subject site is currently zoned Residential 2a1 under the WLEP
- within this zone, *hotels, clubs* and *tourist accommodation* are prohibited uses
- however, the existing Bowral Country Club is a lawful use having been in existence for many years with Council acknowledging its existing use rights when it approved a tourist accommodation development proposed by the Applicant on the site in February 2006
- recent changes to the existing use rights provisions of the EPA Act have restricted the ability for one non -conforming use to change to another non-conforming use
- under the WLEP, clubs and hotels are separately defined and therefore, Council could not approve of a change of use from the current non conforming use (club), to another non conforming use (hotel)

Proposed amendment to WLEP

- the Applicant contends that unless hotels are a permissible form of development on the subject site, it will not be possible to secure a hoteliers licence to take the place of the existing club licence that is unlikely to be renewed
- A submission from the applicant is **Attachment 1**.
- It has been requested by the Applicant that the WLEP be amended so that hotels become a permissible form of development on the subject site

- There are no planning objections to this on the basis that Council has acknowledged the existence of the Country Club and in terms of environmental assessment, the range of issues associated with a hotel on this site would be identical to those associated with a club - hours of operation, car parking, noise, lighting, security patrols, deliveries etc.
- It is also likely that the longer term zoning of the subject site will reflect the existing and proposed use of the land rather than retain the existing residential zone
- Any proposed amendment to the WLEP would firstly need to be reviewed by the Department of Planning LEP Review Panel and if supported, placed on public exhibition.
- A draft amendment in an appropriate form is **Attachment 2**.

ATTACHMENTS

There are two attachments to this report:

1. Applicant's submission.
2. Draft amendment.

RECOMMENDATION

THAT should Council agree with the Applicants contention that an amendment to WLEP is necessary in order to be able to secure a hoteliers licence for the Bowral Country Club in place of the current club licence, then it support the proposed amendment as set out in Attachment 2 to this report AND THAT the draft LEP Amendment be place on public exhibition as soon as possible

ATTACHMENT 1

Scott,

In reply to your questions raised in your email of the 30th May 07, I offer the following:

- Yes, a hotel licence is the only licence available as a club licence will not apply in the altered circumstances of the situation at hand.
- A hotel licence can be granted to an existing building under the provisions of the Liquor Act 1982 subject to the normal requirements of that Act.

Also that a hotel licence can be applied to both the existing club building and proposed accommodation building.

- An amendment to the existing LEP to allow “additional uses” including a hotel will not require DA consent as the existing use of the building as a club, and the proposed use as a hotel, are in effect identical uses. The only difference between the two uses is a semantic one concerning the management structure of the two uses. In a Club, a General Manager or Secretary Manager runs the business under the supervision and control of the elected Board, whereas in a hotel which conducts virtually an identical business operation, a Manager or Licensee conducts the business under the control of a Board of Directors of the owner company.

The “use” of the building by way of definition of the business and activities performed therein are identical, therefore no alteration to the “use” of the building has occurred, but moreover a change to the management structure of the enterprise has transpired.

A DA is not required by Council, in situations of change of management structure of existing approved consents, and in any case, is outside the scope of the EP&A Act 1979.

Normal approval will be sought through the appropriate provisions of the Liquor Act 1982, which will require advertising to the general public and direct notification to Council.

At this stage we seek Council’s support for the amendment to the LEP to a permit “additional uses” including an hotel in which functions are permitted to be held, and a motel or serviced apartments. Please note also the existing premises have a current Place of Public Entertainment approval, so the amendment sought does not in any conceivable way differ from the existing and proposed use of the land.

We hope that this clarifies the situation and look forward to your support.

Yours sincerely,

John Uliana

ATTACHMENT 2

**Draft Wingecarribee Local Environmental Plan
1989 (Amendment No xxx)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the
Environmental Planning and Assessment Act, 1979 (S /69)

FRANK SARTOR, M.P.
Minister for Planning

**Draft Wingecarribee Local Environmental Plan 1989
(Amendment No xxx)**

under the

Environmental Planning and Assessment Act 1979

Name of Plan

This plan is Wingecarribee Local Environmental Plan 1989 (Amendment No xxx).

Aim of the plan

The aim of this plan is to permit the development of a hotel on the subject land.

Land to which this plan applies

This plan applies to land under Wingecarribee Local Environmental Plan 1989 shown edged heavy black on the map marked "Wingecarribee Local Environmental Plan 1989 (Amendment No xxx)" deposited in the office of Wingecarribee Shire Council.

Amendment of Wingecarribee Local Environmental Plan 1989

Wingecarribee Local Environmental Plan 1989 is amended as set out in Schedule 1.

Schedule 1 Amendments

(1) Clause 5(1), definition of “the map”

Insert in appropriate order:

Wingecarribee LEP 1989 (Amendment No xxx)

(2) Schedule 5

Insert at the end of the schedule:

Lot 3 DP 238798, off Boronia Street, Bowral as shown edged heavy black on the map marked “Wingecarribee Local Environmental Plan 1989 (Amendment No. xxx). - hotel.

o-CS2 Request to Execute Real Property Dealing – Release of Restriction on Use of Land

REF: PO

LUA 04/1127

Reporting on an urgent request by B Bilinsky & Co. to have a Real Property Dealing – Release of Restriction on Use of Land – executed under the Common Seal of the Council.

REPORT

Council at its meeting held on Wednesday 13 June 2007 resolved that this matter be considered at the Extraordinary meeting to be held on Wednesday 20 June 2007.

B Bilinsky & Co. have requested that the Release of Restriction on Use of Land be executed under the Common Seal of the Council on an urgent basis: the dealing must be registered at the Department of Lands by Bilinsky & Co. before settlement of several sales proceeds.

Council's consent is sought to the release of the Restriction as to User created by Deposited Plan 870788 in so far as it affects Lots 12, 13, 14 and 17 in Deposited Plan 1102306.

The restriction being "*that no dwelling, building or structure shall be constructed and that no earthwork, excavation or filling shall be permitted on that part of Lots 12, 13, 14 and 17 in Deposited Plan 1102306, noted with the letter 'Q' on the said lots*"

This restriction was inadvertently registered due to a surveying error, according to Mr Bilinsky.

CONCLUSION

It is recommended that the Release of Restriction on Use of Land be executed under the Common Seal of the Council by the General Manager and the Mayor.

ATTACHMENTS

1. Copy of Deposited Plan
2. Copy of Release of Restriction on Use of Land



EXTRAORDINARY MEETING OF COUNCIL

held in the Council Chamber, Civic Centre, Elizabeth Street,
Moss Vale on Wednesday, 20 June 2007

REPORT OF DIRECTOR CORPORATE SERVICES



RECOMMENDATION

THAT in relation to lots 12, 13, 14 and 17 in Deposited Plan 1102306 the Real Property dealing known as Release of Restriction on Use of Land be executed by the General Manager and the Mayor under the Common Seal of the Council.

Barry W Paull
Director Corporate Services

15 June 2007

ATTACHMENT 2

Form: 13RRE
Release: 2.0
www.lands.nsw.gov.au

**RELEASE OR
EXTINGUISHMENT OF
RESTRICTION ON THE
USE OF LAND**

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales
Sections 88, 88D(12), 88E(7) or 89(8)
Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	FOLIO IDENTIFIERS 12/1102306, 13/1102306, 14/1102306 & 17/1102306	
(B) LODGED BY	Document Collection Box	Name, Address or DX and Telephone
	Reference:	
		CODE R
(C) RESTRICTION	Registration number only 88B/DP870788	
(D) APPLICANT	ILOMA PTY LIMITED ACN 003 141 044 and CHAMAE PTY LIMITED ACN 001 239 425	

(E) 1. **RELEASE: SECTION 88 CONVEYANCING ACT 1919**

The applicant applies to have a recording made in the Register of the agreement releasing the above restriction on the use of land dated _____ and annexed hereto marked "B".

2. **RELEASE: SECTION 88D(12) CONVEYANCING ACT 1919**

The applicant, being the prescribed authority entitled to enforce the above restriction on the use of land, applies to have a recording made in the Register of the order dated NOT APPLICABLE and annexed hereto marked N.A. releasing that restriction.

3. **RELEASE: SECTION 88E(7) CONVEYANCING ACT 1919**

The applicant, being the prescribed authority entitled to enforce the above restriction on the use of land, releases that restriction and applies to have a recording made in the Register giving effect to the release.

4. **EXTINGUISHMENT: SECTION 89(8) CONVEYANCING ACT 1919**

The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated NOT APPLICABLE an office copy of which is annexed hereto marked N.A. which >>> >>> extinguishes the above restriction on the use of land.

DATE 02 May 2007

(F) Certified correct for the purposes of the Real Property Act 1900

by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Corporation: ILOMA PTY LIMITED and CHAMAE PTY LIMITED
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person: See Annexure "A"

Name of authorised person: _____

Office held: _____

Office held: _____

CORPORATE SERVICES DIVISION

c-CS1	Closed Council
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REF.	DCS	107/9
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To consider moving into Closed Council

REPORT

1. BACKGROUND

The following confidential reports have been distributed separately:

GM-1 PRINCIPAL DESIGN CONSULTANT FOR PROPOSED LEISURE CENTRE 7181/6.2

GM-2 ASSESSMENT OF TENDERS RECEIVED FOR PURCHASE OF SCRAP METALS FROM THE RESOURCE RECOVERY CENTRE 6330/07.2

2. STATUTORY

Section 10A of the Local Government Act 1993, empowers Council and Committees of which all the members are Councillors to close a part of a meeting in certain circumstances in accordance with the requirements of the Act, and relevant Regulations and Guidelines.

Subject to the provisions of Section 10 of the Act, so much of a meeting may be closed as comprises certain information as outlined in Section 10A(2).

However, the Act also contains the following provisions qualifying the use of Section 10A(2).

Section 10B

- (1) *[Time spent closed to be minimised] A meeting is not to remain closed during the discussion of anything referred to in section 10A(2):*
 - (b) *Except for so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security, and*
 - (c) *If the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret-unless the council or committee concerned is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.*
- (2) *[Qualification of 10A(2)(g)] A meeting is not to be closed during the receipt and consideration of information or advice referred to in section 10A(2)(g) unless the advice concerns legal matters that:*



- (a) *are substantial issues relating to a matter in which the council or committee is involved, and*
 - (b) *are clearly identified in the advice, and*
 - (d) *are fully discussed in that advice.*
- (3) *[Qualification of 10A(3)] If a meeting is closed during the discussion of a motion to close another part of the meeting to the public (as referred to in section 10A(3)), the consideration of the motion must not include any consideration of the matter or information to be discussed in that other part of the meeting (other than consideration of whether the matter concerned is a matter referred to in section 10A(2)).*
- (4) *[Irrelevant matters] For the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:*
- (a) *a person may misinterpret or misunderstand the discussion, or*
 - (b) *the discussion of the matter may:*
 - (i) *cause embarrassment to the council or committee concerned, or to Councillors or to employees of the council, or*
 - (ii) *cause a loss of confidence in the council or committee.*

Attention is also drawn to provisions contained in Part 7 of Council's Code of Meeting Practice.

3. DIRECTOR GENERAL'S GUIDELINES

The Director General of the Department of Local Government has issued guidelines concerning the use of Section 10 of the Act. A copy of the Director General's guidelines has been sent to all Councillors. Section 10B(5) of the Act requires that council have regard to these guidelines when considering resolving into Closed Session.

RECOMMENDATION

1. THAT Council move into Closed Council in accordance with the requirements of Section 10 of the Local Government Act 1993 as addressed below to consider the following reports:

.....Cont'd

Cont'd.....

GM-1 PRINCIPAL DESIGN CONSULTANT FOR PROPOSED LEISURE CENTRE

7181/6.2

Relevant Legal Provision

This matter is referred to closed committee under Clause 10A(2) (c) as it contains information that would, if disclosed, confer a commercial advantage on a person with whom the Council is (or proposes to conduct) business.

Brief Description

Reporting on tenders received for the provision of Architectural Services for Council's proposed Leisure Centre at Eridge Park.

Public Interest

It would on balance be contrary to the public interest to consider this information in Open Council because it contains information of a commercial nature.

GM-2 ASSESSMENT OF TENDERS RECEIVED FOR PURCHASE OF SCRAP METALS FROM THE RESOURCE RECOVERY CENTRE

7500/14

Relevant Legal Provision

This report is placed in Closed Committee as it contains information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business under Clause 10A(2)(c) of the Local Government Act.

Brief Description

Reporting on the process and outcome of a tender for purchase of scrap metals from the Resource Recovery Centre for a one year period.

Public Interest

It would be contrary to the public interest to consider this information in Open Council because it contains information which could confer a commercial advantage.

Barry W Paull
Director Corporate Services

15 June 2007