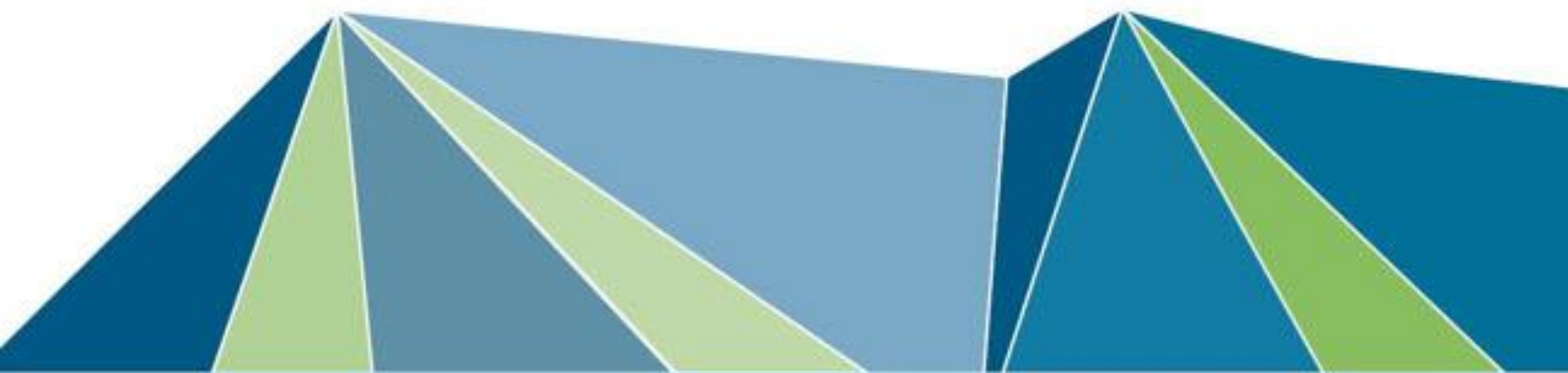


# ATTACHMENTS TO

## ***Finance and Facilities Committee Meeting Business Paper 3 December 2025***



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**Richmond Tweed Regional Library**  
Connect. Discover. Escape.

**Deed – Richmond Tweed Regional Library**  
**1 July 2023 to 30 June 2027**

Ballina Shire Council  
*ABN 53 929 887 369*

Byron Shire Council  
*ABN 14 472 131 473*

Lismore City Council  
*ABN 60 080 932 837*

Tweed Shire Council  
*ABN 90 178 732 496*

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## 5.2 Richmond Tweed Regional Library - Deed of Agreement

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## Deed

**Date** 31 May 2023

### Parties

#### First party

**Name** Ballina Shire Council  
**ACN** 929 887 369  
**Address** 40 Cherry Street, Ballina NSW 2478

#### Second party

**Name** Byron Shire Council  
**ACN** 472 131 473  
**Address** 70 Station Street, Mullumbimby NSW 2482

#### Third party

**Name** Lismore City Council  
**ACN** 080 932 837  
**Address** 43 Oliver Avenue, Goonellabah NSW 2480

#### Fourth party

**Name** Tweed Shire Council  
**ACN** 178 732 496  
**Address** 10 Tumbulgum Road, Murwillumbah NSW 2484

### Background

- A. The Founding Member Councils have each adopted the Act.
- B. At the date of this Deed, the RTRL operates in the LGAs of the Founding Member Councils pursuant to the Act.

- C. The Founding Member Councils wish to enter into a new agreement pursuant to s12(1) of the Act governing the future operation of the RTRL and their respective rights and obligations as Member Councils.
- D. Pursuant to the new agreement, the Founding Member Councils wish to appoint Lismore City Council as the Executive Council to provide and manage the Library Services provided by the RTRL.
- E. Lismore City Council is willing to accept the appointment as the Executive Council.
- F. The Founding Member Councils intend that the following principles and attributes will apply to the Library Services:
- strategic,
  - efficient,
  - customer focused,
  - responsive,
  - flexible,
  - transparent,
  - local and regional,
  - future focused,
  - integrated and co-operative, and
  - supported by all Member Councils.
- G. The Founding Member Councils have agreed to enter into this Deed to give effect to these arrangements.

### Operative part

#### 1 Definitions

In this deed, unless the context or subject-matter otherwise indicates or requires:

**Act** means the *Library Act 1939* (NSW).

**Alternate RTRL Committee Member** means a person appointed by a Member Council to perform the functions of a RTRL Committee Member in their absence.

**Area Librarian** means the person appointed under clause 18.2.

**Branch Library** means premises located in a Member Council's LGA through which the Library Services are delivered.

**Branch Library Services** means the Library Services delivered within a Member Council's LGA.

**Code of Meeting Practice** means *The Model Code of Meeting Practice for Local Councils in NSW 2021* published by the Office of Local Government and made under section 360 of the *Local Government Act 1993*, as amended or substituted from time to time.

**Collection** means the physical and digital library content supporting the reading, information, recreational, educational and cultural needs of the communities of the Member Councils.

**Commencing Date** means 1 July 2023.

**Council** means a council constituted under the *Local Government Act 1993*.

**Deed** means this Deed as amended from time to time in accordance with this Deed.

**Establishment Collection** means the core Collection of a Branch Library for its catchment area.

**Executive Council** means the Council appointed as such by clause 8.1.

**Executive Officer** means the person referred to in clause 11.1.

**Expiry Date** means four years from execution date of the Deed, being 30 June 2027.

**Founding Member Council** means Ballina Shire Council, Byron Shire Council, Lismore City Council or Tweed Shire Council.

**Law** means an Act of Parliament, regulation, statutory rule, ordinance, by-law or the like.

**LGA** means local government area.

**Library Council** means the Library Council of New South Wales constituted under s3 of the Act.

**Library Services** means the library and information services provided and managed within the RTRL Region by the Executive Council on behalf of the RTRL in accordance with this Deed.

**Member Council** means a Council that is a Party to this Agreement.

**Member Council Contribution** means a dollar amount specified in the RTRL Annual Budget that is payable by a Member Council to the Executive Council for a financial year in respect of the Library Services.

**Mobile Library Service** means the component of the Library Services provided by means of a specifically designed and equipped vehicle to persons who cannot readily reach a Branch Library.

**Model Code of Conduct** means *The Model Code of Conduct for Local Councils in NSW 2020* made under section 440 of the *Local Government Act 1993* and published by the Office of Local Government, as amended or substituted from time to time

**RTRL** means the Richmond Tweed Regional Library.

**RTRL Annual Budget** means a statement of the revenue policy for the RTRL for a financial year containing the statements and particulars required by this Deed.

**RTRL Annual Report** means the report provided by the Executive Council to the RTRL Committee referred to in clause 8.10.

**RTRL Assets** means property (real or otherwise) used or intended for use by the Executive Council in connection with the Library Services acquired by the Executive Council before or after the date of this Deed using Member Council Contributions.

**RTRL Assets Register** means a written register separately recording the RTRL Assets.

**RTRL Committee** means the committee referred to in clause 5 established by the Executive Council, in that capacity, under Part 20 of the Executive Council's adopted Code of Meeting Practice.

**RTRL Committee Member** means a person appointed by a Member Council to be a member of the RTRL Committee.

**RTRL Manager** means the person referred to in clause 12.

**RTRL Plan** means the RTRL Strategic Plan.

**RTRL Region** means the combined LGAs of the Member Councils.

**RTRL Strategic Plan** means a written plan that identifies the main priorities and aspirations for the future of the RTRL and contains strategic objectives for the RTRL together with strategies for achieving those objectives, and containing other matters provided for in this Deed.

**Senior Manager** means any staff member, or their duly appointed delegate or nominee, employed by a Member Council at the level of senior manager or higher.

**SLA** means a written service level agreement between the Executive Council and a Member Council setting out the nature and extent of Library Services required to be provided by the Executive Council in the Member Council's LGA in a financial year in exchange for the Member Council's financial contribution to the RTRL for that year.

**SLG** means the RTRL senior leadership group appointed in accordance with clause 10.

**Term** means the term of this Agreement provided for in clause 4.

## 2 Interpretation

2.1 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) **(References to legislation)** A reference to a Law will be deemed to extend to include a reference to all Laws amending, consolidating or replacing that Law from time to time;
- (b) **(Reconstitution of a party)** A reference to a person which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place by which its said functions have become exercisable;
- (c) **(Reference to a function)** A reference to a function is a reference to a power, authority and duty.
- (d) **(Time Limits)** Where any time limit pursuant to this Deed falls on a non-business day, then that time limit shall be deemed to have expired on the next business day;
- (e) **(Grammatical forms)** Where a word or phrase is given a defined meaning in this Deed, any other part of speech or other grammatical form in respect of such word or phrase shall, unless the context otherwise requires, have a corresponding meaning;

- (f) **(Rules of Construction)** No rule of construction operates to the detriment of a party only because that party was responsible for the preparation of this Deed or any part of it;
- (g) **(Headings)** The headings and contents page in this Deed are for convenience only and do not affect the interpretation of this Deed;
- (h) **(References to group)** A reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually; and
- (i) **(References to persons)** A reference to a person includes a reference to any natural or legal person.

### 3 Termination of Previous Agreement

- 3.1 Any previous agreement or arrangement entered into between the Founding Member Councils relating to library and information services provided through the RTRL within the RTRL Region is terminated with effect on the Commencing Date.
- 3.2 Despite clause 3.1, anything done or agreed by the Founding Member Councils under any such agreement or arrangement remains validly done or agreed and continues to have effect unless it is contrary to this Deed or anything done or agreed by the Parties under this Deed.

### 4 Term & Extension

- 4.1 This Deed commences on the Commencing Date and ends on the Expiry Date.
- 4.2 No later than eighteen (18) months before the Expiry Date, the Executive Council will notify all Member Councils that they may make a written request to the RTRL Committee and all other Member Councils to extend the Term for a further period of one (1) year in accordance with clause 4.3.
- 4.3 No later than twelve (12) months before the Expiry Date, any Member Council may make a written request to the RTRL Committee and all other Member Councils to extend the Term for a further period of one (1) year.
- 4.4 As soon as practicable after receiving the request, the RTRL Committee will convene a meeting to consider the request.
- 4.5 If the RTRL Committee unanimously resolves to agree to the request, the Term is extended for a further period of one (1) year and the Expiry Date is the last day of the extended Term.

### 5 The RTRL Committee

- 5.1 The Executive Council is to establish the RTRL Committee as a committee of the Executive Council as soon as practicable after the Commencing Date and delegate to the RTRL Committee the functions necessary to enable the RTRL Committee to efficiently and effectively perform its functions under this Deed.
- 5.2 The RTRL Committee is to:
  - (a) oversee the efficient and effective functioning of the RTRL,
  - (b) deliberate on matters concerning the affairs of the RTRL,

- (c) review and endorse policies and plans relating to the provision of the Library Services,
- (d) monitor and review the provision of the Library Services,
- (e) oversee the finances of the RTRL,
- (f) review and endorse the RTRL Annual Budget for each financial year,
- (g) liaise with the Executive Council relating to the provision of the Library Services,
- (h) consider and determine any application from a Council to become a Member Council of the RTRL, and
- (i) exercise functions delegated to it by the Executive Council.

## 6 RTRL Committee Membership

- 6.1 The RTRL Committee is to be comprised of two (2) RTRL Committee Members appointed by each Member Council.
- 6.2 A Member Council, as soon as practicable after the establishment of the RTRL Committee by the Executive Council or after becoming a Member Council, is to appoint two (2) RTRL Committee Members and one (1) Alternate RTRL Committee Members.
- 6.3 As soon practicable after an ordinary election of a Member Council, the Member Council is to make an appointment of its RTRL Committee Members and Alternate RTRL Committee Members.
- 6.4 The appointment of each RTRL Committee Members and Alternate RTRL Committee Members by a Member Council remains in force until the earlier to occur of:
  - (a) the next ordinary election of the Member Council,
  - (b) their replacement by the Member Council,
  - (c) the resignation of the member,
  - (d) a vacancy in the civic office of the member,
  - (e) the disqualification from civic office of the member,
  - (f) the death or mental incapacity of the member,
  - (g) the termination of this Deed.
- 6.5 Any vacancy in the office of a RTRL Committee Member or Alternate RTRL Committee Member is to be filled by the Member Council concerned as soon as practicable after the vacancy occurs.
- 6.6 Each Member Council is to notify the RTRL Committee in writing of any change to the appointment of its RTRL Committee Members or Alternate RTRL Committee Members.
- 6.7 The Model Code of Conduct applies to all RTRL Committee Members and Alternate RTRL Committee Members in the performance of their functions on the RTRL Committee.

## 7 Proceedings of the RTRL Committee

- 7.1 The RTRL Committee is to hold not less than two (2) meetings each year.
- 7.2 Subject to this clause, the Code of Meeting Practice of the Executive Council is to govern the conduct of meetings of the RTRL Committee.

- 7.3 The following business is to be transacted by the RTRL Committee at its first meeting after the Commencing Date and after any ordinary election of all of the Member Councils:
- (a) the election of a chairperson and a deputy chairperson as the first item of business, and
  - (b) the determination of times and places for meetings of the RTRL Committee for the next year.
- 7.4 The quorum for a meeting of the RTRL Committee is a majority of all the RTRL Committee Members, or in their absence Alternate Committee Members, appointed by the Member Councils who are present at the meeting and entitled to vote.
- 7.5 Each RTRL Committee Member may attend any meeting of the RTRL Committee and is entitled to one vote on any matter that is put to the meeting.
- 7.6 Whenever an RTRL Committee Member is absent from a meeting of the RTRL Committee, an Alternate RTRL Committee Member determined by the Member Council concerned may attend and is entitled to one vote on any matter that is put to a vote at the meeting.
- 8 The Executive Council
- 8.1 Lismore City Council is appointed by the Member Councils to be the Executive Council of the RTRL and accepts such appointment.
- 8.2 For the purpose of enabling the Executive Council to perform its functions under this Deed, the Member Councils delegate to the Executive Council their functions relating to the provision and management of libraries, library services and information services within their LGAs.
- 8.3 The Executive Council is to deliver the Library Services in accordance with this Deed and subject to the Act.
- 8.4 The Executive Council is to provide full administrative services in connection with the operations of the RTRL including but not limited to:
- (a) properly managing and accounting for the use of Member Council Contributions and other monies received in relation to the RTRL,
  - (b) properly managing funds and reserves relating to the RTRL to maximise income,
  - (c) keeping and auditing proper accounts and other records relating to the RTRL in accordance with this Deed and all relevant Laws,
  - (d) signing all contracts and agreements relating to the RTRL Services,
  - (e) setting the employment conditions of all staff employed by it in connection with the provision of the RTRL Services,
  - (f) prepare an agenda and business papers for each meeting of the RTRL Committee and distributing copies to RTRL Committee Members before the meeting,
  - (g) keeping minutes of each meeting of the RTRL Committee and distributing copies to the RTRL Committee Members as soon as practicable after the meeting,
  - (h) implementing decisions of the RTRL Committee without undue delay, and



- (i) utilising and maintaining assets owned by Member Councils, including the Executive Council used in connection with the RTRL.
- 8.5 The Executive Council is to provide information, advice and assistance to the RTRL Committee necessary to enable the RTRL Committee to efficiently and effectively perform its functions under this Deed.
- 8.6 The Executive Council is to consult with the RTRL Committee about the delivery of the Library Services.
- 8.7 The Executive Council, in consultation with the SLG, is to prepare and keep under review the RTRL Plans and other plans, policies and programs relating to the activities of the RTRL.
- 8.8 The Executive Council is to consult with Member Councils and their local communities about the Library Services to ensure the optimal delivery of the Library Services in the LGAs of the Member Councils.
- 8.9 The Executive Council, in consultation with the SLG and Member Councils, is to prepare the RTRL Annual Budget for each financial year and is to submit it to the RTRL Committee for review and endorsement before it is adopted by the Executive Council.
- 8.10 The Executive Council is to provide the RTRL Annual Report to the RTRL Committee, Member Councils and the SLG once each year detailing the following in relation to the previous financial year:
  - (a) the activities of the RTRL including but not limited to statistics of purchases for the Collection,
  - (b) a copy of the audited statement of accounts for the RTRL,
  - (c) a copy of the RTRL Assets Register,
  - (d) the Collection size and its age and distribution within the RTRL Region,
  - (e) the number of borrowers and items borrowed,
  - (f) the number of library visits and item loans per capita,
  - (g) the number and type of value-added services provided in connection with the Library Services,
  - (h) an assessment of the quality of the Library Services delivered to each Member Council measured against performance benchmarks in the RTRL Strategic Plan and the SLA's applying to each Member Council,
  - (i) for each Branch Library, the level of staffing, the nature of staffing employment, and financial details relating to accrued staff leave,
  - (j) any other matter reasonably required by the RTRL Committee.
- 8.11 The Executive Council is to use all reasonable endeavours to identify funding opportunities to support and enhance the RTRL and the provision of the Library Services, and to obtain the full benefit of grants and subsidies made available to it by the Commonwealth, the State of New South Wales or otherwise.
- 8.12 The Executive Council is to work co-operatively with libraries and library systems in the wider library network for the benefit of the RTRL.

9 Responsibilities of Member Councils

- 9.1 Each Member Council is to pay a Member Council Contribution for each financial year to the Executive Council in accordance with this Deed.
- 9.2 A Member Council is responsible for the provision and maintenance of Branch Library premises, fixtures, fittings and furnishings within its LGA.
- 9.3 A Member Council is to consult on service implications with the Executive Council and the SLG concerning any proposal to establish a new Branch Library or relocate a Branch Library or undertake a major refurbishment of a Branch Library or other library within its LGA.
- 9.4 A Member Council is to apply such funds and other resources as is necessary towards the provision and maintenance of Branch Library premises, fittings, fixtures and furnishings.
- 9.5 A Member Council is to regulate the opening hours of Branch Libraries within its LGA having regard to the recommendations of the Executive Council, the SLG and the RTRL Manager, and the Library Council Guidelines issued by the Library Council under s10(5) of the Act from time to time.
- 9.6 The cost of providing and maintaining a Mobile Library Service that is provided:
- (a) in the LGA of only one Member Council is to be borne solely by that Member Council,
  - (b) in the LGAs of two or more Member Councils are to be borne by each of the Member Councils in proportion to the extent of the Mobile Library Service provided in LGAs.
- 9.7 The operating hours of a Mobile Library Service are to be regulated by the Member Council or the group of Member Councils within whose LGA or LGAs the Mobile Library Service is provided.
- 9.8 A Member Council is to pay the Executive Council for any costs incurred by the Executive Council and invoiced to the Member Council for the provision of any service in connection with the RTRL requested by the Member Council that is additional to the SLA.
- 9.9 A Member Council is to consult with the Area Librarian and the RTRL Manager about the operation and management of the Branch Library Service and Mobile Library Service within its LGA.

10 The SLG

- 10.1 The SLG shall include a minimum of one senior staff member nominated by each Member Council as well as the Executive Officer and RTRL Manager. The Executive Council may have the Executive Officer act as the senior staff member for the Executive Council on the SLG.
- 10.2 As soon as practicable after the Commencing Date, each Member Council is to appoint the agreed number of members of their senior staff to be members of the SLG.
- 10.3 The SLG is generally responsible for providing advice and assistance:
- (a) to the Executive Council about the exercise of its functions under this Deed,
  - (b) to the Executive Council concerning the delivery of Branch Library Services,

- (c) to the Executive Council and Member Councils about the integration of Library Services with Member Council services.
- 10.4 The SLG is to report to the RTRL Committee in relation to the following but not limited to:
  - (a) financial matters concerning the RTRL generally and the delivery of the Library Services in particular,
  - (b) the preparation of the RTRL Plans,
  - (c) the preparation of the RTRL Annual Budget,
  - (d) the formula for calculating Member Council Contributions,
  - (e) annual performance measures for the delivery of the Library Services contained in the SLA's,
  - (f) the review of the RTRL Plans and other plans, policies, and programs relating to the activities of the RTRL,
  - (g) proposals for the establishment or relocation or major refurbishment of Branch Libraries,
  - (h) the opening hours of Branch Libraries,
  - (i) consultations with the Executive Council about the appointment of the RTRL Manager,
  - (j) and any other matters the SLG may determine appropriate.
- 10.5 The SLG is to meet not less than four (4) times each year at times and places determined by the SLG.
- 10.6 The Executive Officer or the Executive Officer's nominee is to be the chairperson of meetings of the SLG.
- 10.7 The SLG may determine the procedure for the conduct of its meetings.
- 10.8 The SLG is to report to, and is accountable to, the RTRL Committee in relation to all matters with which it deals.
- 11 The Executive Officer
  - 11.1 The Executive Officer of the RTRL is the General Manager of the Executive Council or a person appointed by the General Manager of the Executive Council to be the Executive Officer.
  - 11.2 The Executive Officer is responsible to the Executive Council for the administration and financial operation of the RTRL.
  - 11.3 The Executive Officer is the key liaison person for Member Councils and the RTRL Committee in relation to matters concerning the RTRL.
- 12 RTRL Manager
  - 12.1 The Executive Council is to appoint the RTRL Manager when the position is vacant in consultation with the SLG.
  - 12.2 The RTRL Manager:

- (a) is to be a qualified and well-experienced manager who may be recognised by the Australian Library and Information Association,
- (b) is to be an employee of, or a contractor to, the Executive Council,
- (c) reports to the Executive Officer or a person nominated by the General Manager of the Executive Council,
- (d) is to liaise with the SLG in performing his or her functions, and
- (e) is to manage, on behalf of the Executive Council, the resources of the RTRL consistent with the RTRL Annual Budget and SLA's.

12.3 The functions of the RTRL Manager are:

- (a) to administer the Library Services on behalf of the Executive Council,
- (b) to implement, or assist in the implementation of, decisions of the Executive Council relating to the RTRL,
- (c) to develop, maintain and implement the RTRL Plan with the assistance of the SLG,
- (d) to provide advice to the Executive Council and the SLG on matters relevant to the development and implementation of the RTRL Plan and plans, policies and programs of the RTRL,
- (e) to manage, on behalf of the Executive Council, the resources of the RTRL consistent with the RTRL Annual Budget and SLAs,
- (f) to liaise with the Area Librarians and Member Councils on the operation and staffing of Branch Libraries,
- (g) to represent the RTRL at all times in a professional and competent manner,
- (h) to provide reports to the Executive Council and the SLG as required by them on the administration of the RTRL and the implementation of the RTRL Plans, and
- (i) to perform any other functions determined by the Executive Council in consultation with the RTRL Committee or SLG from time to time.

### 13 Adoption of RTRL Plan

- 13.1 Within one year of the Commencing Date, the RTRL Committee, in consultation with the SLG, is to adopt a revised RTRL Strategic Plan.
- 13.2 The implementation of the RTRL Strategic Plan is to be considered each year by the SLG during the RTRL Annual Budget process.

### 14 RTRL Annual Budget

- 14.1 By not later than 1 March in each year, the Executive Council is to provide a copy of the proposed RTRL Annual Budget for the next financial year to the RTRL Committee, Member Councils and the SLG.
- 14.2 The proposed RTRL Annual Budget is to include the following statements and particulars:
  - (a) a statement containing a detailed estimate of income and expenditure relating to the operations of the RTRL,
  - (b) particulars of the amount of each Member Council Contribution, and

- (c) particulars of the budget allocation to the Executive Council to enable it to perform its functions under this Deed.

- 14.3 Any increase in the Member Council Contribution in the RTRL Annual Budget is to be based on the annual base rate peg (excluding the individual rate peg population factor relevant for each Member Council). It is acknowledged that due to population cost driver impacts, individual Member Council Contributions may be above or below the rate peg.
- 14.4 A proposal for a change in services or service levels in the RTRL Annual Budget which results in total Member Council Contributions increasing above the rate peg limit may also be provided however the proposal must be clearly defined, costed and state how it will impact a Member Council Contribution.
- 14.5 The proposed RTRL Annual Budget must be endorsed by the RTRL Committee and SLG.
- 14.6 The Executive Council is to use all reasonable endeavours to ensure that the RTRL Annual Budget is adopted by not later than 30 June in each year.

## 15 Member Council Contributions

- 15.1 The Executive Council is to consult with the SLG about the formula to be used for calculating Member Council Contributions each year.
- 15.2 The formula to be used by the Executive Council for calculating Member Council Contributions for a financial year is to be reported to the RTRL Committee as part of the RTRL Annual Budget reporting.
- 15.3 The formula to be used by the Executive Council for calculating Member Council Contributions is to be sufficiently flexible to ensure that the following are taken into account:
  - (a) any changes to the use of Branch Libraries over time in Member Council LGAs,
  - (b) the number of residents in Member Council LGAs,
  - (c) the estimated number of persons in areas outside of Member Council LGAs who use Branch Library Services in Member Council LGAs, and
  - (d) any agreements or arrangements entered into between Member Councils and libraries or other bodies outside of the Member Council LGAs for the provision of library and information services in the Member Council LGAs.
- 15.4 Subject to this Deed, each Member Council Contribution is to be paid in quarterly instalments on the first day of July, October, January and April in the financial year to which the payment relates.
- 15.5 A Member Council Contribution is not payable for a financial year unless and until the Member Council and the Executive Council have entered into an SLA relating to the financial year.

## 16 Service Level Agreement

- (a) As soon as practicable after the Commencing Date, the Executive Council, in consultation with the SLG, is to prepare a proposed SLA for each Member Council's LGA.
- (b) A proposed SLA may relate to the delivery of Library Services in a Member Council's LGA for one or more financial years.

- (c) The Executive Council is to submit the proposed SLA to the Member Council concerned for review by the Member Council.
- (d) The Executive Council and the Member Council are to work co-operatively and in good faith and use all reasonable endeavours to reach agreement on the terms of the SLA.
- (e) A SLA for a Member Council's LGA takes effect when the Executive Council and the Member Council enter into the SLA.

## 17 RTRL Assets Register

- 17.1 The Executive Council is to establish and maintain the RTRL Assets Register.
- 17.2 The RTRL Assets Register is to record the following information:
  - (a) each RTRL Asset existing on the Commencing Date, the value of such each asset on the Commencing Date and its current value, and
  - (b) each RTRL Asset acquired after the Commencing Date, the date of acquisition, its acquisition cost and its current value.
- 17.3 A copy of the RTRL Assets Register is to be included in the RTRL Annual Report.
- 17.4 The Executive Council is not to sell or otherwise dispose of, or exchange or surrender, or lease or encumber any RTRL Land and Building Assets without the Approval of the RTRL Committee. For the purposes of this clause RTRL Land and Building Assets means:
  - (a) Lot 1 DP 1061931, 2 Centenary Drive, Goonellabah – Land and Building, and
  - (b) Lot 2 DP 1061931, 1 Lancaster Drive Goonellabah – Vacant Land.
- 17.5 A Member Council is not to withdraw a Member Council Asset from use by the Executive Council in connection with the delivery of the Library Services unless it has given the Executive Council not less than twelve (12) months prior written notice of its intention to do so.

## 18 Staff

- 18.1 RTRL Staff are employed by the Executive Council.
- 18.2 The Executive Council will appoint an Area Librarian to manage the library service for each Member Council that report to the Regional Library Manager.
- 18.3 The Member Council Contribution is to pay for all costs of staffing.
- 18.4 Where the Executive Council is considering closing or significantly changing a Branch Library opening hours due to a staff or customer work, health and safety concern, the Executive Council must consult with the Member Council representative to determine an agreed risk based approach and available options to respond to the work, health and safety concern and customer service impacts.

## 19 Dispute Resolution

- 19.1 A Member Council may give written notice of a dispute relating to any matter the subject of this Deed to the RTRL Committee and each Member Council.
- 19.2 The written notice is to set out details of the dispute.

- 19.3 The RTRL Committee is to use all reasonable endeavours to resolve the dispute within fourteen (14) days of receipt of the written notice of the dispute.
- 19.4 If the dispute is not resolved within that period, or the dispute is with the RTRL Committee, the RTRL Committee is to refer the dispute to the Australian Disputes Centre for independent mediation in accordance with commercial mediation guidelines published and used by the Australian Disputes Centre from time to time.
- 19.5 Despite anything else in this clause, pursuant to s12(5) of the Act, it is a term of this Deed that any dispute arising under this Deed must, on the application to the Council of a Member Council, be settled by arbitration by an arbitrator appointed by the Council.

## 20 Admission of New Member Council

- 20.1 The RTRL Committee, in consultation with the Executive Council and the SLG, is to determine any written application made to it or the Executive Officer to admit a Council as a new Member Council.
- 20.2 A unanimous resolution of the RTRL Committee is required to admit a Council as a new Member Council.
- 20.3 The admission of a new Member Council does not take effect unless and until the new Member Council and the existing Member Councils have entered into a deed by which the new Member Council agrees to be bound by this Deed on such terms as are required by the existing Member Councils.

## 21 Retirement of Member Council

- 21.1 A Member Council may give the RTRL Committee or the Executive Officer written notice of its intention to retire as a Member Council.
- 21.2 The Executive Officer is to give a copy of any such notice to the RTRL Committee without delay.
- 21.3 The written notice is to specify the date on which the Member Council will retire, being a date that is;
- (a) 30 June in a specified year unless otherwise agreed by unanimous resolution of the RTRL Committee, and
  - (b) not less than eighteen (18) months after the date of giving the notice, and
  - (c) not less than twelve (12) months before or after an ordinary election the Member Councils.
- 21.4 The retirement of a Member Council does not affect the continued operation of this Deed in relation to the remaining Member Councils.
- 21.5 Any costs incurred by the RTRL or any Member Council in connection with the retirement of a Member Council is to be borne by the retiring Member Council.

## 22 Termination

- 22.1 This Deed may be terminated before the Expiry Date if written notice to that effect is given to the Executive Council signed by a majority of the Member Councils.
- 22.2 Upon termination of this Deed or the Expiry Date, whichever occurs first, the value of the RTRL Assets is to be realised by the Executive Council and the net proceeds are to be distributed as follows:

- (a) Each Founding Member Council will be entitled to an equal share of the total equity of the RTRL as of 30 June 2017; and
- (b) Each Member Council will be entitled to a share of any changes in total equity from 1 July 2017 to the date of termination or Expiry Date (as the case may be) in the same proportion as its Member Council Contribution to the RTRL bears to the total of all the financial contributions by each Member Council from 1 July 2017 to the date of termination or Expiry Date (as the case may be).

## 23 Payment of Interest

- 23.1 Interest on any amount due and payable by a Member Council to the Executive Council under this Deed and which is not paid to the Executive Council within fourteen (14) days of the due date is to be paid at the rate provided for in s 566(3) of the *Local Government Act 1993* until the date it is received by the Executive Council.

## 24 Indemnity

- 24.1 The Member Councils indemnify the Executive Council in equal proportions for any liability incurred by the Executive Council in connection with the performance of its functions as the Executive Council under this Deed but not to the extent that the liability results from the negligence of the Executive Council or any unlawful act or omission by the Executive Council.

## 25 Regional Library Name & Brand

- 25.1 The Executive Council is to ensure as far as is reasonably practical that the name 'Richmond Tweed Regional Library' is registered under the *Business Names Registration Act 2011 (Cth)* on behalf of the Member Councils.
- 25.2 The Executive Council is to ensure as far as is reasonably practical that any sign (within the meaning of the *Trade Marks Act 1995 (Cth)*) pertaining to and used by the RTRL is registered under that Act on behalf of the Member Councils.
- 25.3 The name or brand of the RTRL may only be changed by a unanimous decision of the RTRL Committee.

## 26 Notices

- 26.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
  - (a) delivered or posted to that Party at its address specified in this Deed, or
  - (b) emailed to that Party at its email address specified by that Party for the purposes of this Deed.
- 26.2 If a Party gives the other Party 3 business days' notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, or emailed to the latest address or fax number.
- 26.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
  - (a) delivered, when it is left at the relevant address,
  - (b) sent by post, 2 business days after it is posted, or



- (c) sent by email and the sender does not receive a delivery failure message from the sender's internet Contractor within a period of 24 hours of the email being sent.

26.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## 27 Amendment

27.1 This Deed is not to be amended unless the proposed amendment:

- (a) is considered at a meeting of the RTRL, and
- (b) is notified in writing to the Executive Council and the Member Councils by the Party proposing the amendment not less than one month before it is considered at the RTRL Committee meeting.

27.2 No amendment to this Deed, nor any agreement entered into between two or more of the Parties pursuant to this Deed, nor any agreement, consent or approval given by a Party under this Deed, is of any force or effect unless it is in writing and signed by the Party or Parties concerned.

## 28 Consents

28.1 If this Deed permits a party to give or withhold its consent or approval in relation to any matter, that consent or approval may be given or withheld conditionally or unconditionally, in its absolute discretion, unless this Deed expressly provides otherwise.

## 29 Waiver

29.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.

29.2 A waiver by a Party is only effective if it:

- (a) is in writing,
- (b) is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
- (c) specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver, and
- (d) is signed and dated by the Party giving the waiver.

29.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.

29.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

- 29.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

### 30 Entire Agreement

- 30.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.

- 30.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

### 31 Further Acts

- 31.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

### 32 Governing Law & Jurisdiction

- 32.1 This Deed is governed by the law of New South Wales.
- 32.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 32.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.
- 32.4 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.

### 33 Joint and Individual Liability & Benefits

- 33.1 Except as otherwise expressly provided for in this Deed:
- (a) any agreement, covenant, representation or warranty under this Deed by 2 or more Parties binds them jointly and each of them individually, and
  - (b) any benefit in favour of 2 or more Parties is for the benefit of them jointly and each of them individually.

### 34 No Fetter

- 34.1 Nothing in this Deed shall be construed as requiring a Party to do anything that would cause it to be in breach of any of its obligations under any Law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

### 35 Illegality

- 35.1 If any provision of this Deed can be read in a way that makes it unlawful, unenforceable or invalid, but can also be read in a way that makes it lawful, enforceable and valid, it must be read in the latter way.

### 36 Severability

- 36.1 If any provision of this Deed is unlawful, unenforceable or invalid, then that provision is taken to be severed from this Deed but without affecting the continued operation of the remainder of the Deed.

37 Inconsistency

37.1 If there is an inconsistency between the provisions of this Deed, the following approach applies for the purpose only of resolving the inconsistency:

- (a) the provision which gives best effect to the intention of the Parties relating to the subject-matter of the inconsistency prevails to the extent of the inconsistency,
- (b) the operative provisions of this Deed prevail over the attachments to this Deed to the extent of the inconsistency.

37.2 If there is an inconsistency between this Deed and an SLA, this Deed prevails to the extent of the inconsistency.

38 Costs

38.1 Each Member Council is to bear its own costs incurred in relation to the preparation, negotiation and execution of this Deed.

Executed as a Deed

Signed on behalf of **Ballina Shire** )  
**Council** pursuant to a resolution passed )  
at a duly convened meeting held on 23 )  
March 2023 )

in the presence of:



Paul Hickey, General Manager



Witness

Signed on behalf of **Byron Shire Council** )  
pursuant to a resolution passed at a duly )  
convened meeting held on 23 February )  
2023 )

in the presence of:



Mark Arnold, General Manager



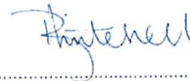
Witness

Signed on behalf of **Lismore City** )  
**Council** pursuant to a resolution passed )  
at a duly convened meeting held on 14 )  
February 2023 )

in the presence of:



Jon Gibbons, General Manager



Witness

Signed on behalf of Tweed Shire )  
Council pursuant to a resolution passed )  
at a duly convened meeting held on 18 )  
May 2023 )

in the presence of:

  
Troy Green, General Manager

  
Witness

**5.5 Library Services - Review**

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**5.5 Library Services - Review**

**Section** Communications

**Objective** To examine the options available to deliver library services for the Ballina Shire.

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**Background**

In 1973 Ballina, Lismore and Tweed established the Richmond-Tweed Regional Library (RTRL).

1976 was a year of consolidation and planning for expansion of the regional service. The increase in demand for library services at that time saw the establishment of the Alstonville library in November 1977 and the joining of Byron Shire Council to the RTRL in 1978.

Since the establishment of RTRL, the focus has been to rationalize resources and provide better services. Key aims of RTRL model include the capacity to share library staff and resources and the establishment of a regional catalogue.

Today, RTRL is a resource sharing service comprising of four council membership being Tweed, Byron, Ballina and Lismore. Lismore City Council is the Executive council, employing all the RTRL staff and undertaking all the various corporate functions for the RTRL.

The responsibilities for the remaining councils is to provide the library buildings and provide input to the RTRL through the committee structure in place.

The focus of ensuring that the RTRL model was continuing to deliver an efficient and effective service has been an action for the RTRL Committee, with an independent external review being commenced in early 2020. The outcomes of this review are detailed within this report.

From a service delivery satisfaction level, Council has consistently received very positive feedback through the community engagement survey undertaken by Micromex Pty. Ltd. every two years, for library services.

During the COVID-19 pandemic, there was some negative feedback when the Ballina Shire libraries were closed, due to Lismore City Council, as the administering Council, making the decision to close the libraries and operate through a limited click and collect services.

In early October 2021, when the Public Health Order restrictions were lifted and libraries were able to reopen, Lismore City Council made the decision for the libraries to remain closed.

The decision to maintain the closure of all libraries was made by Lismore City Council despite the request from Ballina Shire Council for our libraries to remain open.

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**5.5 Library Services - Review**

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This decision was based on the identified risk exposure to staff at the libraries, following a number of safety incidents that had occurred at other regional RTRL libraries, with respect to mask wearing and QR check in requirements.

This resulted in our Council receiving a number of complaints as this was the only Council service in our Shire that was not operational in accordance with Public Health Order requirements at that time.

Council considered a Notice of Motion at the 28 October 2021 Ordinary meeting with respect to the need to review the library services in the Ballina Shire with the resolution being:

*That Council receive a report on options to deliver library services to our Shire that will provide greater autonomy for Council in respect to the services delivered and the range of services available as compared to the current model.*

A Councillor briefing was held in February 2022 to provide an overview of RTRL operations.

The Executive Council representative from Lismore City Council and the Regional Library Manager were in attendance.

This report provides an overview of the recent work undertaken by RTRL Senior Leadership Group (SLG) and RTRL Committee on the review of RTRL service delivery model.

**Key Issues**

- Equity of Council services
- Value for money
- Council decision making in library operations

**Discussion**

Regional libraries have been established throughout New South Wales as they are cost effective means for councils to provide public library services of a higher standard than would otherwise be attainable by individual councils with limited funds.

The typical regional library service model aim is for constituent councils to retain control of their own library service, determining the number and locations of branches, hours of operation, and staff numbers.

In effect, councils operating within a regional library service are contracting out the provision of the services whilst retaining full control of the service and ownership of their resources.

The RTRL model, with Lismore City Council being the administering or executive council, has all staff employed by Lismore City Council.

Lismore City Council manage and operate the service, including day to day operations, on behalf of the four member Councils.

**5.5 Library Services - Review**

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Ballina Shire Council currently have input into staffing numbers, location, and hours of operations of library services.

The RTRL operates 11 libraries throughout the region, including three in the Ballina Shire at Alstonville, Lennox Head and Ballina.

Under this model, RTRL share all library resources and services in an equitable manner.

This includes the costs associated with the library software system that supports the cataloguing and library borrowings, administration accommodation, book resources, mobile library services, regional courier vans.

The RTRL Annual Report for 2020/21 provides a snapshot of the services delivered and the range of performance based and other statistics during this period.

A copy of this report is included as Attachment 1.

A RTRL Deed of Agreement (DOA) is in place with the member councils and this expires 30 June 2022, with a further one-year option to extend to 30 June 2023, which we have already supported.

The DOA has been in place since November 2017.

The RTRL governance model includes a SLG, comprising of senior managers from each of the councils, and the Regional Library Manager.

The SLG are responsible for strategic and financial planning, policy development and reporting.

This group reports to the RTRL Committee, made up of Councillor representatives from each member council.

As a member council of RTRL, Council owns part of the RTRL assets including the head office building located in Goonellabah, an adjoining vacant block of land, all library books and resources purchased from Ballina library resources budget, a mobile library, and plant and fleet associated with the library operations.

Council also owns the library buildings located in Ballina, Lennox Head and Alstonville.

The RTRL services a population in excess of 200,000 with a branch network extending from Lismore to the Queensland border. The branch network is as follows:

Council area	Library Branches
Ballina Shire Council	There are three branch libraries of RTRL in Ballina Shire being Alstonville, Ballina and Lennox Head. The RTRL mobile library undertakes four scheduled stops each month in the LGA at Empire Vale, Wardell, Wollongbar and Teven/Tintenbar.



**5.5 Library Services - Review**

Council area	Library Branches
Byron Shire Council	There are three branch libraries of RTRL in Byron Shire being Brunswick Heads, Byron Bay and Mullumbimby. The RTRL mobile library undertakes four scheduled stops each month in the LGA at Bangalow, Federal, Ocean Shores and Suffolk Park.
Lismore City Council	There are two branches of RTRL in Lismore City being Lismore and Goonellabah. The RTRL Support Services staff are located at another building in Goonellabah. The RTRL mobile library undertakes six scheduled stops each month in the LGA at Blakebrook, Clunes, Dunoon, Goolmangar, Modanville and Nimbin.
Tweed Shire Council	There are three branch libraries of RTRL in Tweed Shire being Tweed Heads, Murwillumbah and Kingscliff. The RTRL mobile library undertakes six scheduled stops each month in the LGA being Bilambil Heights, Bogangar, Burringbar, Fingal Heads, Pottsville

Ballina Shire libraries are also supported by volunteers and 'Friends of the Library' who actively work with library staff to ensure a high level of service is delivered to our community.

**Review of RTRL Library Options**

The current service delivery model has been under review by the RTRL SLG since 2020.

This process involved RTRL engaging an external consultant to facilitate this process in consultation with members of the SLG.

The objective of this review was to examine the current management structure and to conduct research into other regional library models throughout Australia.

A copy of that report is included as Attachment 2.

Based on the consultant's report and internal review by SLG, the operating models that have been examined by RTRL SLG as part of this review include:

1. Executive Council Model (revised service model)
2. Stand Alone Model
3. Cooperative Model

***Executive RTRL Council Model***

This model is similar to the current model with four member councils, and an administering council, with the exception being a significant reduction in the governance structure.

This model would involve:

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**5.5 Library Services - Review**

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- A new joint agreement between member councils
- Removal of the RTRL Committee (or significant reduction in members and frequency of meetings)
- Removal of the Senior Leadership Group (SLG)
- Implementation of Service Level Agreements (SLAs)
- Consultation with member councils annually on budget
- Employment of library staff continues to be with Lismore City Council

Under this governance model, member councils would operate under an SLA between the Administering Council and each Member Council. This would effectively remove the need for a Library Committee.

The SLG would also be replaced with a Cooperative Leadership Team comprising of senior library staff from across the network with each team member reporting directly back to their local Council.

The implementation of the SLA will outline the core service provision levels with minimum standards developed for products and services.

Levels of service could be changed subject to mutual agreement by participating councils.

An SLA is currently being developed by RTRL staff, based on the APLA-ALIA Standards and Guidelines for Australian Public Libraries.

The six strategic themes detailed in the *RTRL Strategic Plan 2019-2029* will inform the development of the SLAs.

These themes are:

- Collections
- Community Participation
- Technology
- Spaces
- Library Team
- Sustainability

The SLA will support the existing DOA and includes benchmarks and performance indicators relating to the service offering (i.e. collections, programs, technology access, places and spaces), the service delivery (i.e. membership, staffing, customer service, community engagement, partnerships), and service management (i.e. governance, library management, member councils).

Under this arrangement, the same level of autonomy remains for Ballina Shire Council as in the current model, albeit an SLA will be in place to support the documentation of clear expectations from each member council.

***Stand Alone Model***

This model is a significant change to the current library operations. Under this arrangement, Ballina Shire Council would not be a member of the RTRL.

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**5.5 Library Services - Review**

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Council would directly employ the library staff with the library operations, including all corporate governance requirements, being undertaken by our Council.

This option was closely examined due to the desire for our Council to employ the library staff directly and for our Council to hold all of the decision-making responsibility for how our local libraries operate.

To proceed with a Stand Alone Model would provide Council with the full control over staffing and library operations, albeit the recent work undertaken by SLG in the development of SLA will now greatly assist to address this issue.

The desire to employ the staff directly was to enable these staff, who work within Ballina Shire servicing our libraries, to become part of Council's organisation structure.

Should Council proceed with this option, the staff positions that would form part of our organization are the library coordinator (Area Librarian) and library technical (Library Technicians) and customer service staff (Library Assistants) based at our three libraries.

In effect, what this would mean is that library staff employed within our Shire would be made redundant by Lismore City Council and would need to re-apply for a role with Ballina Shire Council.

Any costs associated with redundancy would need to be met by our Council.

Moving away from the current RTRL model would also mean that Council would lose the expertise of the RTRL head quarter staff based in Goonellabah and the resources that come with those specialized staff.

For example, Council would need to have our own cataloguing, acquisitions and programming staff and resources, therefore creating an additional cost to Council.

A Stand Alone Model would mean that Council would need to develop our own library website and newsletter (as this is a current service provided to members) and we would need to manage all communications and promotions.

A review of what is required has identified that Council's existing resources would need to be increased to be able to meet this service requirement.

In addition to communication, from an IT perspective, additional IT staff would need to be employed by Council to support the library services and library staff.

In addition, the following licences and databases would need to be renegotiated:

**Databases:**  
Encyclopedia Britannica  
Ancestry  
Transparent Language Online

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**5.5 Library Services - Review**

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**Library Tools/Interfaces**

Collection HQ  
Spydus  
FE technologies software  
SOLUS App  
Envisionware Print Management and mobile printing

**eBooks/eAudiobooks**

Borrowbox  
Overdrive

Currently under the RTRL model, Ballina Shire contributes to 21% of the above licence costs.

Furthermore, the analysis identified that due to a reduction in procurement of library resources, there would be approximately an additional 30% cost for the purchase of new books and materials.

Council would still have access to RTRL book resources, however Council would be responsible for all costs associated with postage or courier services.

Any decision that our Council makes in potentially moving away from RTRL needs to consider the flow on impact to the future sustainability of RTRL.

This change would also result in a change to service delivery, which is discussed in more detail later in this report.

***Cooperative Model***

A cooperative model option was the preferred option by the consultant. It was also closely examined by Council staff due to the potential customer service, cultural and operational benefits with Ballina Shire Council employing the library staff directly.

An example is the potential to multi-skill the library and existing community facilities staff to provide coverage for each other at the Lennox Head Cultural Centre and Alstonville Cultural Centre.

Under a cooperative model, member councils would enter into an Agreement for the delivery of functions such as cooperative management and support staff costs, procurement of books, marketing and programming, and specific technology systems.

Each member council would employ their own branch library staff.

A review of this option identified that Ballina Shire Council was the only member council who was supportive of this model.

In addition, a review into the practicalities of this option identified barriers surrounding information system and security access by Council's Regional IT Group.

These barriers have not been resolved.

**5.5 Library Services - Review****Impact on changes to service delivery in moving away from RTRL**

A review of the current services provided has identified what services could continue to be operated by Ballina Shire Council within existing budgetary provisions should Council move away from RTRL service delivery model:

<b>Current Service</b>	<b>Continuation of service Yes/No</b>	<b>Comments</b>
Preschool literacy	Yes*	Council would not have access to the resources located at other RTRL branch libraries or the other RTRL significant resources and expertise built up over time. Council would need to develop these programs.  Currently RTRL have support staff who specialize in outreach programs and attend schools such as Cabbage Tree Island school.
Children's Activities	Yes*	Council would not have access to the resources located at other RTRL branch libraries or the other RTRL significant resources and expertise built up over time. Council would need to develop these programs.  Currently RTRL provide staff and resources to support school holiday programs and special events. Council would need to develop these programs and purchase all of the kits and supplies to deliver these programs within our Shire.
Youth Activities	Yes*	Council would not have access to the resources located at other RTRL branch libraries or the other RTRL significant resources and expertise built up over time. Council would need to develop these programs.  Currently RTRL provide staff and resources to support the implementation of programs throughout the year. Council would need to develop these programs and purchase supplies.
Adult Activities	Yes*	All resources required for these would need to be purchased by Ballina Shire Council. We would lose access to the existing resources in RTRL and the specialized staff located within Lismore City Council that currently assist with delivery of this service.
Senior Activities	Yes*	All resources required for these would need to be purchased by Ballina Shire Council. We would lose access to the existing resources in RTRL and the specialized

**5.5 Library Services - Review**

Current Service	Continuation of service Yes/No	Comments
		support delivered by the library headquarter team located within Lismore City Council. All promotions that are managed by RTRL would need to be undertaken by Council's communication section.
Outreach Activities	Yes*	All resources required for these would need to be purchased by Ballina Shire Council. We would lose access to the existing resources in RTRL and the specialized support delivered by the library headquarter team.
Book Club	Yes*	Council would need to purchase new kits.
Tech Classes / Training	Yes*	Council would need to promote and supply the equipment, as we would not have access to RTRL resources and staff.
Mobile Library	No	
Courier service transporting between branches	No	
Inter branch transfers within the Richmond Tweed	Yes (modified)	This would involve an inter-library loan for each book which would incur postage or courier service costs. Council would need to determine if these costs would be passed on to the customer.
Specific Library training	Yes (modified)	Loss of access to internal expertise and additional cost with engagement of external providers.

\*These services could still be delivered however initially the current level of service would be reduced until Council was able to develop programs and purchase the additional equipment and supplies to support these services.

A copy of the Draft RTRL Core Service Activity Statement is included as Attachment 3. This document provides a detailed overview of the services delivered by the RTRL.

**Library Model Comparisons**

The current operating model includes a head office (also called Support Services) with 14.5 FTE, infrastructure and overheads to accommodate support services.

Head office staff include a regional library manager, librarians for systems and resources, acquisitions, cataloging, community engagement, administration staff and mobile library officers. The costs for this service are all factored into the member contribution.

### 5.5 Library Services - Review

As part of the review into service delivery models, research was undertaken into other similar council operations, including collection management services to determine if the current RTRL model was delivering an effective service.

This process included a comparison of the following regional libraries costings where the Executive Council employs all the library staff. A comparison of Ballina Shire Council statistics has also been provided at the end of the table.

<b>Library Service</b>	<b>RTRL</b>	<b>Central West</b>	<b>Macquarie</b>	<b>Richmond Upper Clarence</b>	<b>Ballina Shire Council (20/21)</b>
Population	220,402	86,113	69,514	32,261	45,482
Total Expenditure and subsidy 2019-20	\$8,866,738	\$3,594,475	\$3,979,184	\$1,462,821	\$1,606,100
Per Capita Expenditure	\$40.23	\$41.74	\$57.24	\$45.34	\$35.31
Total Stock	269,918	148,966	173,188	55,091	72,483
Registered Members	82,726	38,362	33,756	16,657	19,715
Circulation	1,341,219	237,292	250,027	129,352	325,446
Branches	12	7	7	3	3
Staffing	76.72	19.74	28.43	13.80	11.55

An independent review of collection management services and processes at RTRL was completed by State Library of NSW in February 2022. This report also identifies a list of library services, including which ones are operated by the LGA, or are part of a Regional Library service.

A copy of this report is included as Attachment 4.

The review has identified that the RTRL service is efficient and meeting community needs.

With regard to the current management structure, the Roger Henshaw consultancy report identified that the current RTRL model is over governed in that there is a Committee and a Senior Leadership Group.

This is considered excessive considering that there are eight committee delegates meeting four times per year to oversee a budget of \$8.7m.

#### **Service Level Agreement**

The decision taken last year by Lismore City Council to close all library operations, regardless of individual council preference, has resulted in the SLG supporting the development of an SLA to clearly outline each member council's expectations and process for adequate communication.

For our council we did not experience the safety incidents that were being incurred at other councils and therefore there was no justification to take steps outside of the Public Health Order requirements.

All of our other facilities were operating and effectively managed following the Public Health Order requirements.

## 5.5 Library Services - Review

This feedback was provided to Lismore City Council.

It has been acknowledged by all member councils that decisions surrounding the operation of libraries needs to be reflective of each individual council circumstances and in alignment with the community requirements in each local government area.

In response, the Senior Leadership Group of RTRL have been developing a SLA.

The SLA, when complete, will support any future Deed of Agreements established with member Councils.

### **Delivery Program Strategy / Operational Plan Activity**

This report aligns with Strategy CC3.3 Support improved health outcomes by providing equitable access to community facilities and activity CC3.3a Ensure library services reflect contemporary needs.

### **Community Consultation Policy**

The review of library options has involved consultation with SLG members and library staff.

Any changes proposed to existing service delivery would require consultation with the community, library staff and Friends of the Library.

### **Financial / Risk Considerations**

As part of the budget process for 2021/22, in recognition of the significant impact of COVID-19 on all member councils, a decision was made to help reduce the costs of member contributions through accessing available funds within the reserves.

Over the past 12 months, the SLG have also been actively pursuing opportunities to reduce costs without impacting on the service delivery for our communities. This has included reviewing potential commercial lease options of part of the headquarters office located at Goonellabah and reducing administrative budgets.

This process has enabled the member councils to minimise the budgetary impacts for 2022/23 budget.

Following is a table that shows the comparison between 2022/23 budget for member council contributions to the 2021/22 contributions, without the inclusion of available reserves:

<b>Member Council</b>	<b>2021/22 Budget (without using available reserves) (\$)</b>	<b>2022/23 Budget (\$)</b>	<b>Increase / (Decrease) (\$)</b>	<b>Increase / (Decrease) (%)</b>
Ballina	1,606,100	1,605,900	(200)	-0.01%
Byron	1,548,900	1,558,900	10,000	0.65%



**5.5 Library Services - Review**

Member Council	2021/22 Budget (without using available reserves) (\$)	2022/23 Budget (\$)	Increase / (Decrease) (\$)	Increase / (Decrease) (%)
Lismore	1,724,100	1,740,500	16,400	0.95%
Tweed	2,764,000	2,760,500	(3,500)	0.13%
Total	7,643,100	7,665,800	22,700	0.30%

This is a very good result considering that staff and operational costs are known to be increasing.

The ability to achieve this result without reducing existing service levels is a demonstration of the positive outcomes of the review and rationalization process that has been undertaken over the past twelve months.

When examining the potential savings that could be gained from moving into a 'Stand Alone' Model, the findings were that there would be minimal financial gain to our Council.

This is due to the need for our Council to increase our governance staffing levels including payroll, human resources, and information services to be able to support this new function being delivered internally by our Council.

In addition to corporate staff expenses, the costs of purchasing books, software licences and resources would increase due to reduced buying power.

Council staff determined that any savings with moving away from RTRL model would need to be achieved through reduction of service delivery.

These additional costs could be temporarily offset through the income derived from our share of any potential rental from the Goonellabah Support Services building, or the selling of the land and plant.

As part of the review process, an external auditing company analysed the financial contributions of each council.

This process provided each of the member councils an understanding of predicted costs and expenses incurred by an Administering Council and examined opportunities to gain efficiency improvements.

This review resulted in each Council working closely together to review the current service delivery and confirmed the value for money being achieved from the RTRL Model.

**Options**

The available options are:

1. Support the continuation of Council being a member of RTRL subject to any future agreements being underpinned by an SLA.

This option is preferred as the current model has proven to deliver a high level of service to the community and efficiency benefits at a competitive price.

**5.5 Library Services - Review**

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The implementation of an SLA is designed to support improved communication and assist in avoiding a repeat of the recent incident where the library was closed without Council's input. The pandemic incident was an unprecedented situation and there have been no previous incidents that current staff are aware of where the decision-making process has not been acceptable to the constituent councils.

The SLA will support any future DOA and will be reported to Council prior to adoption.

2. Advise Lismore City Council that Council does not wish to continue to form part of RTRL beyond the DOA which expires in June 2023.

This option is not recommended, as it will result in a reduced level of service level to the community (based on current budget allocations) and has the potential to place the future of RTRL at risk.

3. Commence a community consultation process to determine if the community's preference would be to remain with the RTRL.

Based on the identified benefits of RTRL model, including value for money and high levels of service delivery, this option is not recommended.

**RECOMMENDATIONS**

1. That Council supports the continuation of Ballina Shire Council membership with the Richmond Tweed Regional Library as outlined in option 1 of this report.
2. That Council write to Lismore City Council to thank them for their ongoing support in working with the member councils to provide a cost effective, efficient and well supported library service to our region.

**Attachment(s)**

1. RTRL Annual Report 2020-2021
2. RTRL Staff Review January 2021
3. Draft RTRL Report 2022 - Core Service Activity
4. RTRL Collections Management Report 2022



Submitted by:

  
**Roger Henshaw**  
Consultancy Services

Final

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## Executive Summary

This Options Paper follows the *Alternative Regional Library Service Management Models: An Analysis for the Richmond Tweed Regional Library* report. That analysis identified significant challenges with RTRL's current Executive Council model, primarily its hierarchical governance structure, resultant delays in decision-making, and susceptibility to disruptions from changes in council leadership.

This paper presents four distinct options for a future management model for RTRL, designed to address these challenges and enhance the efficiency, responsiveness, and long-term sustainability of the library service. Each option is evaluated on its merits to provide a clear and balanced basis for consideration by decision-makers.

The four options presented for consideration are:

**Option A: Board Company (Not-for-Profit) Model:** Proposes establishing a new, independent company to govern and manage RTRL, aiming for significant operational independence and new funding opportunities.

**Option B: Modified Model:** Retains an Executive Council but introduces a two-tiered governance system to improve strategic oversight and operational control within a familiar framework.

**Option C: Enhanced Current Model:** Maintains the current model but strengthens it significantly through the formal adoption of comprehensive updates to the Deed of Agreement to improve clarity, efficiency, and accountability.

**Option D: The Cooperative Library Service Model:** Features member councils employing their own local staff while an Administering Council manages central support services, aiming to balance local autonomy with regional collaboration.

Each option is detailed with its proposed structure, operational considerations, potential advantages, disadvantages, and a comprehensive risk assessment. This paper aims to facilitate an informed decision-making process by the RTRL member councils. The choice among these options will depend on the collective appetite for change and the shared vision for the future of regional library services.

## Option A: Board Company (Not-for-Profit) Model

*(Based on models such as Your Library Limited, Victoria)*

### Detailed Model Description

This option involves the establishment of a new, independent legal entity – a not-for-profit company limited by guarantee – to govern and manage the Richmond Tweed Regional Library service. This entity would operate under the provisions of the *Corporations Act 2001* (Cth) and, crucially, would require approval under Section 12A of the *Library Act 1939* (NSW). It could also seek registration as a charity with the Australian Charities and Not-for-profits Commission (ACNC).

### Proposed Financial Structure

**Member Council Contributions:** Core funding would be provided by member councils based on an agreed, transparent, and equitable formula (e.g., per capita base, with weightings for usage, socio-economic factors, or geographic spread). Multi-year funding agreements would be sought to ensure financial stability and predictability.

**Grant Funding and Other Revenue:** The company, through its Board and dedicated staff, would actively pursue State and Federal government grants, philanthropic funding, and other revenue-generating opportunities (e.g., specialised programs, partnerships) to diversify income and reduce reliance on council contributions.

**Charitable Status Benefits:** If ACNC registration is achieved, benefits could include potential income tax and payroll tax exemptions, access to Fringe Benefits Tax (FBT) rebates, and Deductible Gift Recipient (DGR) status, significantly enhancing fundraising capabilities.

### Proposed Governance Structure

**Board of Directors:** The company would be governed by a Board of Directors. A proposed structure includes two representatives from each member council, with at least one being an elected councillor. Consideration should also be given to including one to two independent, skills-based Directors to enhance governance expertise (e.g., in finance, law, marketing, or library sector knowledge).

**Board Responsibilities:** The Board would be responsible for:

- Setting the overall strategic direction and approving the strategic plan.
- Appointing, managing, and evaluating the performance of a Chief Executive Officer (CEO) / Library Director.
- Approving the annual budget and monitoring financial performance.
- Establishing overarching policies and ensuring legal/regulatory compliance.
- Advocating for the library service and engaging with key stakeholders.

**Decision-Making:** Clear decision-making protocols, meeting schedules, voting rights, and conflict of interest policies would be enshrined in the company's constitution.

### Operational Management Considerations

**CEO/Library Director:** A CEO/Library Director, accountable to the Board, would oversee all day-to-day operations of the regional library service.

**Staff Employment:** All library staff would be employed directly by the new company, fostering a unified organisational culture, consistent conditions, and clearer lines of accountability.

**Centralised Support & Local Delivery:** A lean, centralised administrative team would manage region-wide functions (e.g., finance, HR, IT, collections, marketing). Local area branch managers would retain autonomy for local service delivery, programming, and community engagement, aligned with the overall strategic plan.

**Service Standards:** Region-wide service standards and performance indicators would be established and monitored by the Board and CEO.

### How This Model Addresses RTRL's Core Challenges

1. **Reduces Hierarchy:** Replaces the current multi-layered approval process with a single, focused Board.
2. **Speeds Up Decision-Making:** A dedicated Board with a clear mandate can make strategic and operational decisions more rapidly.
3. **Increases Stability:** The independent legal status and professional CEO provide greater continuity during periods of council leadership changes. The focus remains on the library service's strategic objectives.
4. **Enhances Accountability:** Clear lines of responsibility from the CEO to the Board, and from the Board to member councils (as company members).



### Potential Advantages for Richmond Tweed

- Significantly streamlined decision-making due to a focused Board.
- Operational independence, reducing direct bureaucratic impediment from any single council, allowing for more efficient service management.
- Enables a dedicated, region-wide strategic approach to library service development and innovation.
- Enhanced funding opportunities through charitable status, opening doors to grants and philanthropy not easily accessible by councils directly for library operations.
- Clear accountability with a single CEO responsible to a dedicated Board.
- Opportunity to build a skills-based component into the Board for professional governance.

### Potential Disadvantages for Richmond Tweed

- Establishing a company model under Section 12A of the *Library Act 1939* would be a pioneering effort in NSW and may present unforeseen complexities, requiring significant advocacy and liaison with the State Library and relevant Ministers.
- Member Councils may perceive a reduction in their direct operational control over libraries within their LGA, although strategic input is maintained via Board representation.
- Requires considerable initial effort and cost to establish the legal entity, transfer assets (or establish usage agreements), staff, and develop new operational systems.
- Success hinges on sustained commitment, cooperation, and trust among all member Councils.

### Comprehensive Risk Assessment and Mitigation Strategies: Option A

Category	Specific Risk	Likelihood	Impact	Mitigation Strategies
Financial	Delays/reductions in council funding.	Medium	High	Multi-year funding agreements; clearly defined contribution formula; transparent financial reporting; diversified income strategy.
	Challenges securing sufficient external grants/revenue.	Medium	Medium	Develop a proactive fundraising strategy; employ/contract skilled grant writers; Board members leverage networks.
	Disagreement on funding formula.	Medium	High	Engage an independent facilitator to develop the formula; based on clear principles of equity and usage; regular review mechanism for the formula.
Governance	Conflicts of interest or deadlock among Board members.	Medium	High	Clear constitution with conflict of interest and dispute resolution clauses; induction programs for Board members; potential for an independent Chair.
	Board decisions not aligning with individual Council priorities.	Medium	Medium	Strong communication channels between Board representatives and their Councils; Board decisions aligned with agreed strategic plan; mechanisms for Council feedback to the Board.
	Difficulty securing Section 12A approval.	Medium	High	Early and proactive engagement with State Library NSW and relevant Ministers; strong, unified advocacy from all member councils; well-researched legal advice and business case.
Operational	Difficulties integrating systems/processes.	Medium	Medium	Phased implementation plan; dedicated project manager for transition; staff consultation and involvement in designing new processes.

## 5.2 Richmond Tweed Regional Library - Deed of Agreement

	Staff resistance to change.	Medium	Medium	Comprehensive change management strategy; clear communication; staff training and development; ensuring staff input into the new structure.
	Ensuring consistent service quality.	Low	Medium	Clear service standards and KPIs; regular monitoring and reporting; robust quality assurance processes; strong central leadership.
Stakeholder	Lack of buy-in from one or more member Councils.	Medium	High	Continuous engagement and transparent communication; clearly articulate benefits for all members; ensure equitable representation and voice.
	Negative community perception.	Low	Medium	Proactive communication strategy highlighting service improvements and community benefits; community consultation where appropriate.

**Important Note:** Consultation with the State Library of NSW has indicated that a Company model is unlikely to be approved by the Office of Local Government and Minister for the Arts.

However, a separate document outlining the requirements of moving to a Company Limited by Guarantee (CLG) model (LTD) will be provided separately for information. RTRL must consult directly with the Head of Public Library Services at the State Library of NSW for more information.

## Option B: Modified Model

### Detailed Description

This option retains an Executive Council structure, with Lismore City Council (or another designated Executive Council) as the lead administrator, but implements significant modifications to the governance structure to address identified inefficiencies and improve strategic oversight and operational management.

### Proposed Financial Structure

- Thorough review and potential revision of the current funding formula to enhance transparency, equity, and predictability.
- Implement clear indexing for contributions (e.g., Consumer Price Index, population changes).
- Establish stricter protocols for budget allocation, expenditure tracking, and transparent financial reporting to all member councils.
- Develop and implement a long-term RTRL financial plan, with a minimum four-year cycle.

### Proposed Governance Structure

This model proposes a two-tiered governance structure:

#### Strategic Level: Executive Committee (EC)

**Composition:** Made up of council decision-makers, i.e., General Managers and nominated elected representatives (councillors) from each member council. This committee could also include senior council staff as necessary to provide advice to the EC (e.g., from finance, People and Culture etc.).

**Responsibilities:** The EC would be responsible for the overall strategic direction of RTRL as per the Deed of Agreement, and RTRL Strategic Plan. This includes setting long-term goals, approving major policies, overseeing the regional budget, and ensuring the service meets the collective needs of the member communities.

**Meeting Frequency:** This group would meet quarterly or six-monthly, as required to fulfil its strategic oversight role.

#### Operational Level: RTRL Management Group (MG)

**Composition:** Made up of the RTRL Business Manager and the RTRL Management Team. This group could also include advisory representatives as needed (i.e., from financial services,

technology (IT), People and Culture, Work Health and Safety (WHS)). Nominated management representatives from member councils would be included during planning and budgeting phases to ensure operational alignment and input.

**Responsibilities:** The MG would be responsible for all operational decisions, within the agreed strategic framework set by the EC. This includes day-to-day management, implementation of strategic initiatives, staff management, service delivery, and operational budget management.

**Meeting Frequency:** This group could meet every two months or as required, for instance, for specific projects or urgent operational matters.

### Operational Management Considerations

1. **Clear Delegations:** The Deed of Agreement and Terms of Reference for both the EC and MG must clearly define their respective powers, responsibilities, and decision-making authorities to avoid ambiguity and delays. This strengthens the RTRL Deed of Agreement.
2. **Reporting Lines:** The RTRL Business Manager would report to the MG on operational matters and, through an agreed mechanism (e.g., via the lead council's General Manager or directly), to the EC on strategic progress and significant issues.
3. **Executive Council Role:** The designated Executive Council would continue to provide administrative support (e.g., payroll, HR systems, financial systems etc.) as agreed, but strategic and operational management of the library service itself would be guided by the EC and MG.
4. **Improved Communication Protocols:** Establish formal and informal channels for regular, structured communication and feedback between the EC, MG, the Executive Council's administrative arm, and all member councils.
5. **Service Level Agreements (SLAs):** Implement robust SLAs for services provided by the Executive Council to the regional library network, with clear performance metrics and review periods.

### How This Model Addresses RTRL's Core Challenges

1. **Reduces Hierarchy (Partially):** Streamlines governance into two distinct strategic and operational tiers, aiming to clarify roles and responsibilities. However, the dependency on an Executive Council for some administrative functions remains. Both groups would have clearly defined responsibilities.
2. **Speeds Up Decision-Making (Potentially):** A focused committee, meeting regularly with a clear mandate, can significantly expedite decision-making. Operational

decisions are devolved to the MG, potentially improving responsiveness. Strategic decisions are focused within the EC. The overall speed will depend on the efficiency of these new structures and the lead council's processes.

Example: A decision on a new region-wide digital literacy program could potentially be made in a single committee meeting.

3. **Stability (Improved):** The formalised EC and MG structures, with representation from all member councils, may offer more stability than the previous ad-hoc arrangements, even with changes in individual council leadership. However, the model is still linked to council structures. While committee members (especially councillors) could change with local elections, there is likely to be a degree of continuity. The Business Manager and library staff are employed by the Executive Council, not individual councils. The strategic plan and policies set by the committee provide a more stable framework than directives filtered through changing council administrations.  
Example: A change in a General Manager or Mayor in one member council would not automatically derail an approved library strategic initiative, as the commitment would be to the committee-approved plan.
4. **Accountability:** Clearer roles for the EC and MG should improve accountability for strategic and operational outcomes respectively.

### Potential Advantages for Richmond Tweed

- Builds on a familiar (Executive Council) concept, potentially leading to quicker understanding and acceptance.
- Formalised strategic input from all member councils at the EC level.
- Dedicated operational management focus within the MG, potentially improving day-to-day efficiency.
- May be less disruptive to implement.
- Maintains direct council involvement and oversight, which may be preferred by some member councils.

### Potential Disadvantages for Richmond Tweed

- May not fully resolve the deep-seated issues of hierarchy if the Executive Council's administrative processes remain a bottleneck.
- The effectiveness of the EC and MG will depend heavily on the commitment and collaboration of representatives, and the clarity of their mandates.
- Risk of the Executive Council's priorities still disproportionately influencing the service if not carefully managed.

- Continued vulnerability to the political and administrative environment of the Executive Council, albeit potentially moderated by the broader EC.
- May offer less scope for true operational independence and innovation compared to a separate entity.

**See Attachment 1:** Updated Deed of Agreement text based on Option B

### Comprehensive Risk Assessment and Mitigation Strategies: Option B

Category	Specific Risk	Likelihood	Impact	Mitigation Strategies
Financial	Continued disputes over funding contributions.	Medium	Medium	Independent review and mediation for funding formula; highly transparent financial reporting; robust SLAs linked to funding; clear budget approval process by EC.
	Lack of transparency in financial management by the Executive Council.	Medium	Medium	Mandatory detailed financial reporting to EC and all members; potential for independent audit of regional library finances within Executive Council.
Governance	Failure of EC/MG to significantly improve decision-making efficiency.	Medium	High	Very clear Terms of Reference and delegations for EC and MG; skilled chairing of meetings; strict adherence to meeting protocols; regular review of governance effectiveness.
	Continued frustration from member Councils regarding influence or responsiveness.	Medium	Medium	Formalised input and feedback mechanisms; rotating chair for EC (if appropriate); transparent reporting from MG to EC, and EC to member Councils.
	Resistance to meaningful change from within existing structures.	Medium	Medium	Strong political will and commitment from all GMs/Councillors on the EC; clear performance targets for the modified structure; championing by RTRL leadership.
	Ambiguity between EC and MG roles, or with Executive Council responsibilities.	Medium	High	Extremely detailed Deed of Agreement and Terms of Reference; regular review of these documents; clear escalation paths for resolving disputes or ambiguities.



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Operational	Lack of significant improvement in responsiveness or innovation.	Medium	Medium	Empowering the MG with genuine operational autonomy within strategic framework; dedicated liaison officers within Executive Council for RTRL matters; customer satisfaction surveys.
	Continued bureaucratic processes of Executive Council hindering the MG.	Medium	Medium	SLAs with Executive Council for administrative services; EC to advocate for RTRL needs; explore delegating more administrative functions directly to RTRL team.
Stakeholder	Dissatisfaction if modifications do not yield tangible improvements.	High	Medium	Clear communication of what can and cannot be achieved with this model; focus on achieving and promoting quick wins; regular progress reports to all stakeholders.
	Perception of a tokenistic review process if changes are not substantive.	Medium	Medium	Genuine commitment to implementing changes robustly; transparent reporting on progress against the aims of the modification; demonstrable improvements in service.

## Option C: Enhanced Current Model

### Detailed Model Description

This option involves maintaining the current Executive Council model for the Richmond Tweed Regional Library (RTRL), with Lismore City Council (LCC) continuing as the Executive Council (with allowance for change of Executive Council). However, this model is significantly enhanced by the formal adoption and implementation of the comprehensive updates to the Deed of Agreement as detailed in the following documents:

1. Proposed Updates - RTRL Deed of Agreement
2. RTRL Deed of Agreement - Updated Current Version

The core structure remains: the RTRL operates under the Library Act 1939 (NSW), with Member Councils (Ballina Shire, Byron Shire, Tweed Shire, and Lismore City Council as the Executive Council) collaborating to provide library services. The pivotal change in this option is the introduction of five new detailed Appendices to the Deed, designed to address identified gaps and improve governance, operational efficiency, and risk management.

These appendices are:

- Appendix A: Risk Management Framework
- Appendix B: Change of Executive Council Protocol
- Appendix C: Key Management Area Service Charters (including detailed charters for Finance, WHS, People & Culture, IT, and Asset Management)
- Appendix D: Cyber Security Management Plan Framework
- Appendix E: Strategic Planning Protocol

These additions provide formalised processes and clarity on responsibilities across critical areas of the RTRL's operations.

### Proposed Financial Structure

The financial structure under this option continues to be based on Member Council contributions as outlined in the Deed. The Executive Council (LCC) remains responsible for managing RTRL finances, including budget preparation, accounting for contributions and expenditure, and financial reporting.

Key enhancements and clarifications to the financial framework include:

#### **Financial Management Service Charter (Appendix C, Charter 1)**

This charter details the services provided by the Executive Council, including the preparation of the draft RTRL Annual Budget in consultation with the SLG and RTRL Manager,

management of contributions and income, processing of expenditure and payroll, maintenance of financial records, management of funds and reserves, provision of regular financial reports, coordination of audits, and administration of purchasing and procurement. It also outlines member council responsibilities, designated liaisons, communication channels, and Key Performance Indicators (KPIs) for financial management.

### **Budget Process**

The Deed outlines the process for the RTRL Annual Budget, including its submission to the RTRL Committee and SLG for review and endorsement. The basis for Member Council Contributions is also defined.

### **Risk Management**

Financial risks are explicitly included within the scope of the new Risk Management Framework (Appendix A), ensuring they are systematically identified, assessed, and managed.

### **Proposed Governance Structure**

The governance structure retains the existing key bodies, but their roles and responsibilities are further clarified and augmented by the new Deed Appendices:

**RTRL Committee:** Continues as the primary governance oversight body. Its functions are expanded to include overseeing the implementation and effectiveness of the Risk Management Framework, considering matters related to the Change of Executive Council Protocol, overseeing the Cyber Security Management Plan Framework, and endorsing the RTRL Strategic Plan developed under the new Strategic Planning Protocol. Membership remains two representatives from each Member Council.

**Executive Council (Lismore City Council):** Continues to be responsible for the administration, staffing, financial management, and service delivery of the RTRL. Its operations are now formally guided by:

- The Risk Management Framework (Appendix A).
- The Change of Executive Council Protocol (Appendix B).
- The Key Management Area Service Charters (Appendix C).
- The Cyber Security Management Plan Framework (Appendix D).
- The Strategic Planning Protocol (Appendix E).

**Member Councils:** Continue to provide funding contributions and local infrastructure. Their responsibilities are now also explicitly defined within the Risk Management Framework, Cyber Security Management Plan Framework, Key Management Area Service Charters, and the Strategic Planning Protocol.

**Senior Leadership Group (SLG):** Comprising senior staff from member councils, the Executive Officer, and the RTRL Manager, the SLG continues to provide operational advice and coordination. Its role is enhanced with specific responsibilities outlined in the new Appendices, such as reviewing the RTRL Enterprise Risk Register, reviewing Service Charters, coordinating cyber security matters, and playing a key role in drafting and reviewing the Strategic Plan.

### Operational Management Considerations

Operational management is enhanced through greater clarity and formalised processes:

**RTRL Business Manager:** Manages day-to-day operations and resources under delegation from the Executive Council and consistent with the RTRL Annual Budget and SLAs. The RTRL Manager now has defined responsibilities under the Risk Management Framework, including contributing to the RTRL Enterprise Risk Register.

**Key Management Area Service Charters (Appendix C):** These are a cornerstone of operational improvement, detailing service standards, responsibilities, KPIs, and communication pathways for Finance, WHS, People & Culture, IT, and Asset Management/Maintenance interfaces. This is intended to improve transparency, efficiency, and coordination, for example, by providing a clear process for reporting infrastructure maintenance problems.

**Risk Management Framework (Appendix A):** Implements a systematic process for identifying, assessing, managing, reporting, and overseeing risks across all operational domains.

**Cyber Security Management Plan Framework (Appendix D):** Establishes a cooperative approach to managing cyber security risks, defining minimum standards and incident response coordination.

**Strategic Planning Protocol (Appendix E):** Details the planning cycle, clarifies roles (enhancing Member Council input), defines the plan structure, and review mechanisms, ensuring operational activities are aligned with strategic goals.

**Service Level Agreements (SLAs):** These continue to define library service delivery outcomes within each LGA, now explicitly supported by the underlying Key Management Area Service Charters.

### How This Model Addresses RTRL's Core Challenges

The Options Paper identifies the core challenges of the pre-update model as hierarchical governance structure, resultant delays in decision-making, and susceptibility to disruptions from changes in Council leadership. Option C, through the implementation of the Deed updates, seeks to address these as follows:

**Hierarchical Governance and Decision-Making Delays:** While the fundamental hierarchical structure (Executive Council, RTRL Committee) is retained, the new Appendices aim to make it function more effectively. That is:

- The **Key Management Area Service Charters** are designed to improve efficiency and transparency by clearly defining responsibilities, communication protocols, designated liaisons, and performance indicators for critical support functions managed by the Executive Council. This should reduce ambiguity and streamline interactions.
- The **Strategic Planning Protocol** enhances Member Council input and clarifies roles in the planning process, aiming for more aligned and timely strategic decision-making.
- The **Risk Management Framework** provides a consistent approach to identifying and managing risks, which can support more informed and efficient decision-making when issues arise.

#### **Susceptibility to Disruptions from Changes in Council Leadership**

- The **Change of Executive Council Protocol (Appendix B)** directly addresses a significant potential disruption by establishing a clear, agreed-upon process for managing a potential change in the Executive Council, including operational, financial, and staffing transition requirements.
- The overall strengthening of the governance and operational frameworks through all five Appendices aims to build greater resilience and continuity into the RTRL service, regardless of leadership changes in individual councils. For instance, clearly documented service standards in charters, agreed risk management processes, and multi-council endorsed strategic planning processes should provide more stability.

While not dismantling the hierarchy, this option aims to make it more robust, transparent, and process-driven, thereby mitigating some of the identified challenges.

### Potential Advantages for Richmond Tweed

1. **Addresses Identified Deficiencies:** Directly tackles the gaps previously identified in the Deed concerning comprehensive risk management, change of Executive Council, clarity in key management areas, cyber security coordination, and strategic planning detail.
2. **Enhanced Governance and Operational Clarity:** The new Appendices provide significantly greater clarity on roles, responsibilities, operational procedures, service standards, and reporting lines, which can lead to improved coordination and efficiency.
3. **Improved Risk Management:** Implements a formal, structured approach to risk management across all aspects of RTRL operations.
4. **Continuity and Familiarity:** Builds upon the existing, legally established Executive Council model, which is familiar to all member councils. This may lead to easier acceptance and a less disruptive implementation phase compared to establishing an entirely new legal entity.
5. **Strengthened Partnerships:** The detailed Service Charters and protocols encourage and require closer collaboration and more clearly defined interactions between the Executive Council and Member Councils.
6. **Proactive Planning:** The Strategic Planning Protocol and Change of Executive Council Protocol allow for more proactive and orderly management of future developments and contingencies.

### Potential Disadvantages for Richmond Tweed

1. **Persistence of Inherent Structural Issues:** While the updates aim to improve efficiency, they do not fundamentally alter the Executive Council model's inherent hierarchical structure. Some of the challenges related to this structure, such as potential bottlenecks in decision-making if the Executive Council's internal processes are slow, might persist to a degree.
2. **Reliance on Executive Council Performance:** The model still places significant administrative and operational execution responsibilities on the Executive Council. The success of the enhancements relies heavily on the Executive Council's commitment and capacity to deliver according to the new Charters and protocols.
3. **Implementation Burden:** Successfully embedding five comprehensive new frameworks and associated Charters requires significant commitment, resources for potential training, and consistent effort from all parties to adapt to new processes.
4. **Potential for "Papering Over Cracks":** If the implementation of the updates is not

robust or if underlying relational issues between councils are not addressed, the new frameworks might not achieve their full potential in resolving deeper-seated operational frustrations.

5. **Limited Autonomy Compared to Other Models:** Unlike a Board Company model (Option A), this option offers less operational autonomy from direct Council administrative systems and political environments.

### Comprehensive Risk Assessment and Mitigation Strategies: Option C

Risk Category	Specific Risk	Likelihood	Impact	Mitigation Strategies
<b>Implementation</b>	Failure to fully adopt or inconsistently apply the new Deed Appendices and Service Charters across all councils.	Medium	High	Formal resolution by all Member Councils to adopt the updated Deed; Development of an implementation plan with clear responsibilities; Regular review of adherence by RTRL Committee and SLG; Training and support for staff on new protocols.
	Resistance to the increased formalisation, procedural requirements, and reporting introduced by the Appendices.	Medium	Medium	Clear communication of the benefits and necessity of the changes; Phased rollout if appropriate; Workshops and training to build understanding and buy-in; SLG to champion the changes.
<b>Operational</b>	Service Charters prove insufficient to resolve long-standing inefficiencies or communication issues with the Executive Council.	Medium	Medium	Active monitoring of KPIs within Service Charters; Regular review and amendment of Charters by SLG based on performance; Clear escalation paths defined in Charters for performance issues to SLG and RTRL Committee.
	Key Performance Indicators (KPIs) in Service Charters are not consistently monitored or reported, reducing accountability.	Medium	Medium	Responsibility for KPI tracking assigned; Regular reporting schedule to SLG and RTRL Committee as per Deed and Charters; Integration of KPI review into SLG meeting agendas.
<b>Governance</b>	The enhanced framework still doesn't adequately address the speed of decision-making for strategic or major operational issues.	Medium	Medium	RTRL Committee and SLG to proactively identify and address bottlenecks; Continuous improvement focus on processes defined in Appendices; Ensure clarity of delegation to RTRL Manager and SLG for operational



## 5.2 Richmond Tweed Regional Library - Deed of Agreement

				matters.
	Continued perception of disproportionate influence or control by the Executive Council despite new protocols.	Low-Medium	Medium	Robust oversight by the RTRL Committee; Transparent reporting by the Executive Council as per Service Charters and Deed requirements; Active participation and scrutiny by Member Council representatives on SLG and RTRL Committee.
<b>Strategic</b>	The improvements made are perceived as insufficient to address the fundamental operational desires of some Member Councils, leading to future dissatisfaction.	Medium	High	Manage expectations about what this model can achieve (enhancement, not reinvention); Ensure robust annual review of the Deed's effectiveness and the success of the Appendices; Maintain open dialogue for future strategic reviews of the service model if needed.

## Option D: Cooperative Library Service Model

### Detailed Model Description

This option proposes transitioning to a Cooperative Library Service Model. Under this model, member councils retain direct employment of their own branch library staff and manage their local library facilities and associated costs. An "Administering Council," nominated by the member councils, hosts and manages centrally funded cooperative support services and specialist staff (Cooperative Support Staff). These support services typically include functions like collection management (selection, acquisition, cataloguing), Library Management System (LMS) administration, region-wide programming, staff training, and strategic planning.

The model operates under Section 12(2) of the *Library Act 1939 (NSW)*, where member councils enter into an agreement for an integrated library service. Governance is primarily managed through Service Level Agreements (SLAs) between the Administering Council and each member council, detailing the core cooperative services and any additional value-added services. A Cooperative Leadership Team, comprising the Cooperative Library Manager, senior Cooperative Support staff, and Area Librarians from each member council, would oversee strategic and operational coordination.

This model aims to balance local autonomy and responsiveness with the benefits of regional collaboration and resource sharing.

### Proposed Financial Structure

#### Member Council Responsibilities (Local)

Each member council would directly fund its own branch library staff salaries and on-costs, local branch infrastructure costs (maintenance, utilities, security, fit-out), and local technical support.

#### Shared Cooperative Costs

Member councils would contribute to a central fund managed by the Administering Council. This fund would cover:

- Salaries and on-costs for the Cooperative Library Manager and Cooperative Support Staff.
- Operational expenses for the cooperative unit, including accommodation (e.g., utilities for the cooperative headquarters if it remains a shared facility like the Goonellabah building).
- Shared Library Management System (LMS) costs.
- Region-wide collection/procurement contributions (potentially based on a per capita calculation or other agreed formula).
- Costs for shared services like mobile library (if continued as a cooperative service,

calculated per user council or per hour), courier/freight, and region-wide eResource contracts.

### **Funding Formula**

Contributions to shared cooperative costs would be based on an agreed, transparent formula, which could be per capita, equal shares for certain services, or usage-based for others. The 2020 Staff Review suggests exploring alternatives to a straight per capita formula for all shared costs.

### **Service Level Agreements (SLAs)**

SLAs would detail the core services provided by the cooperative unit and funded by shared contributions.

### **Value-Added/Optional Services**

The cooperative unit could offer additional, optional services to member councils on a user-pays basis. This allows councils to tailor service levels to local needs and capacity.

## **Proposed Governance Structure**

### **Administering Council**

One member council would be nominated to act as the Administering Council. This council would be the employing body for the Cooperative Library Manager and the Cooperative Support Staff and would manage the finances and administrative aspects of the cooperative services as per the agreements.

### **Cooperative Agreement**

A new agreement under Section 12(2) of the *Library Act 1939* would be established, outlining the roles, responsibilities, funding arrangements, and operational principles of the cooperative. This agreement should include opt-in and opt-out policies for members.

### **Service Level Agreements (SLAs)**

These would be key governance documents, established between the Administering Council (on behalf of the cooperative) and each individual member council. SLAs would define specific services, performance measures, and reporting requirements. They are generally more flexible and easier to review than a formal regional Deed of Agreement.

### **Cooperative Leadership Team (CLT)**

This team would replace the previous Senior Leadership Group.

- **Composition:** The Cooperative Library Manager, senior Cooperative Support staff (e.g., Systems and Contracts Librarian, Communications and Programming Librarian), and Area Librarians from each member council. An admin officer from the cooperative unit could provide support.

- **Responsibilities:** Responsible for the delivery, review, and recommendation of matters relating to the Strategic Plan, Delivery Plan, Long-Term Financial Plan, SLAs, and operational coordination of cooperative services. They would provide input and advice regarding cooperative services and report back to their respective councils and the Administering Council.

### **Local Library Committees (Optional)**

Each member council could form its own local library committee with elected representatives and community members to provide local input to the CLT.

## **Operational Management Considerations**

### **Cooperative Library Manager**

Employed by the Administering Council and reports to a senior executive at that council. This role provides overarching strategic management for the cooperative service, manages the Cooperative Support Staff, negotiates region-wide contracts, and facilitates the Cooperative Leadership Team.

### **Cooperative Support Staff**

Employed by the Administering Council and centrally funded by member contributions. These staff would deliver the agreed cooperative services (e.g., collections, systems, regional programming, IT). The 2020 Staff Review recommends a review of roles (e.g., Systems and Contracts Librarian, Communications and Programming Librarian) and consolidation of part-time positions. Some tasks currently performed by support services might be delegated to branch staff over time.

### **Branch Library Staff & Area Librarians**

Branch staff, including Area Librarians, would be employed directly by their respective member councils. Area Librarians would manage their local branches, report to a relevant Director within their own council, and also participate in and report to the Cooperative Leadership Group for regional coordination.

### **Service Delivery**

Core library services would be delivered at the local branch level by council-employed staff, supported by the centrally provided cooperative services. This allows for local tailoring of services and programs.

### **Asset Management**

Local library buildings and their associated operational costs remain the responsibility of each individual council. The Goonellabah building, if retained as a cooperative headquarters, would require agreement on its funding and management.

### **Industrial Arrangements**

Transfer of staff from the current Executive Council to individual member councils (for branch staff) or to the new Administering Council (for cooperative support staff) would require careful management, consultation with staff and unions, and adherence to industrial awards regarding workplace change and transfer of entitlements.

### **Implementation**

The 2020 RTRL Staff Review details key steps for implementation, including seeking agreement, nominating an Administering Council, preparing SLAs, managing staff transfers, and communication.

### **How This Model Addresses RTRL's Core Challenges**

The core challenges identified in the Options Paper Executive Summary are "hierarchical governance structure, associated delays in decision-making, and susceptibility to disruptions from changes in Council leadership." The Cooperative Library Service Model aims to address these as follows:

#### **Reduces Hierarchy and Speeds Up Decision-Making (Potentially):**

- Governance is streamlined through SLAs and a Cooperative Leadership Team, potentially reducing layers of approval compared to a multi-council Executive Committee model for cooperative functions.
- Local operational decisions can be made more autonomously at the branch level by individual councils.
- The Administering Council manages the operational delivery of shared services, potentially leading to more focused decision-making for those functions.

#### **Increases Stability (Potentially):**

- While still reliant on inter-council cooperation, the employment of branch staff by individual councils provides stability at the local service delivery level, irrespective of changes in the Administering Council (though the Administering Council itself could change).
- SLAs, as formal agreements, can provide a more stable operational framework for shared services than ad-hoc arrangements.
- The model aims to maintain a unified library capability and user experience while decentralising some employment and facility management.

#### **Enhances Accountability (Potentially):**

- SLAs can provide clear performance metrics and responsibilities for centrally delivered services.
- Individual councils are directly accountable for their local branch services and staff.
- Transparent costings for shared services and local services can improve financial accountability.

### Potential Advantages for Richmond Tweed

- **Local Autonomy and Responsiveness:** Member councils gain greater control over local branch staff and facility management, allowing services to be more closely aligned with local community needs and council priorities.
- **Maintained Regional Collaboration:** Continues to provide benefits of regional cooperation such as shared resources (LMS, eResources, collections), purchasing power, and strategic coordination through the cooperative support unit.
- **Clearer Cost Structures:** Potentially more transparent costings, with local costs borne locally and shared costs explicitly defined and managed through SLAs and the Administering Council.
- **Improved Staff Integration:** Branch staff are integrated into their local council's workforce, potentially leading to better local career path opportunities and alignment with council objectives. May reduce WHS concerns related to staff from one council working in another's infrastructure.
- **Flexibility:** SLAs can be reviewed and adapted more frequently than a formal regional Deed of Agreement, allowing for greater flexibility in service provision. Councils can opt for value-added services based on local needs.
- **Proven Model:** Cooperative models have a track record of success in Australia and are supported by the State Library of NSW.
- **Reduced Governance Complexity (Potentially):** The 2020 Staff Review suggests a governance model similar to Central West Libraries, which could remove the need for a Library Committee/Board overseeing the cooperative aspects, relying instead on SLAs and the CLT.

### Potential Disadvantages for Richmond Tweed

- **Complexity of Establishment:** Requires significant effort to establish new agreements (Cooperative Agreement, SLAs), transfer staff, and nominate and set up the Administering Council function.
- **Reliance on Administering Council:** The efficiency and effectiveness of shared services depend heavily on the capacity and performance of the nominated Administering Council.
- **Potential for Fragmentation:** Risk that staff and users may no longer feel part of a cohesive regional library service if branding and communication are not well managed. Differences in council priorities could lead to service variations.
- **Funding Equity:** Reaching agreement on equitable and sustainable funding formulas for shared cooperative costs can be challenging.
- **Industrial Relations:** Managing the transfer of staff employment, ensuring continuity of conditions, and negotiating with unions requires careful handling.
- **Coordination Challenges:** Ensuring effective coordination and communication between the Administering Council, the CLT, and individual member councils is crucial and can be complex.

- **Contract Management:** Deciding who is responsible for managing various contracts (e.g., LMS, eResources) and ensuring accountability needs clear definition.
- **Loss of a Unified Regional Entity (Perception):** While aiming for continued regional service, the shift in employment and local management could be perceived as a weakening of the unified regional library identity.

### Comprehensive Risk Assessment and Mitigation Strategies: Option D

<b>Risk Category</b>	<b>Specific Risk</b>	<b>Likelihood</b>	<b>Impact</b>	<b>Mitigation Strategies</b>
<b>Financial</b>	Disagreement among member councils on funding formulas for cooperative services or contributions to Administering Council.	Medium	High	Develop clear, transparent, and equitable funding formulas with input from all member councils, potentially facilitated by an independent expert; Formalise in Cooperative Agreement and SLAs; Regular review mechanism for formulas.
	Insufficient funding for the Administering Council to effectively deliver agreed cooperative support services.	Medium	Medium	Clearly define service levels and associated costs in SLAs; Robust annual budgeting process for cooperative services endorsed by all members; Explore diverse funding for value-added services (user-pays).
<b>Governance</b>	Difficulty in reaching or maintaining consensus within the Cooperative Leadership Team due to differing council priorities or visions.	Medium	High	Establish a clear Cooperative Agreement and Terms of Reference for the CLT with defined decision-making processes and dispute resolution mechanisms; Strong, experienced Cooperative Library Manager to facilitate collaboration; Focus on shared strategic goals.
	Ineffective SLAs that lack clarity, appropriate KPIs, or robust review mechanisms, leading to poor accountability.	Medium	Medium	Develop SLAs collaboratively with all member councils, ensuring they are specific, measurable, achievable, relevant, and time-bound (SMART); Implement regular review and reporting schedules for SLA performance; Independent review if disputes arise.
	Administering Council unable to meet its obligations or exerts undue influence over cooperative services.	Low-Medium	High	Clear definition of Administering Council role and responsibilities in the Cooperative Agreement; SLAs to stipulate service delivery standards; Oversight by the



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				Cooperative Leadership Team; Provision for changing the Administering Council in the Agreement.
<b>Operational</b>	Fragmentation of service standards or user experience across different LGAs due to excessive local variation.	Medium	Medium	Develop core service standards for the cooperative to ensure a baseline level of consistency; Strong branding and marketing for the "Richmond Tweed Library Cooperative"; Facilitate communication and knowledge sharing between branches via the CLT.
	Challenges in managing staff transfers, maintaining morale, and integrating staff into new employment structures (individual councils or Administering Council).	Medium	High	Comprehensive change management plan; Early and transparent communication with staff and unions; Ensure preservation of entitlements; Provide support and training during transition.
	Reduced sense of a unified regional library service among staff and the community.	Medium	Medium	Maintain a strong regional brand identity; Region-wide initiatives, marketing, and shared catalogue/LMS; Emphasise benefits of both local tailoring and regional collaboration in communications.
<b>Stakeholder</b>	Resistance from some member councils to cede certain functions to a cooperative model or to agree on an Administering Council.	Low-Medium	High	Clearly articulate the benefits of the cooperative model for all members (economies of scale, shared expertise, local autonomy); Ensure all councils are involved in the design and selection of the Administering Council; Phased implementation if feasible.
	Community confusion or dissatisfaction if changes are not communicated effectively or if service levels are perceived to decline.	Low	Medium	Proactive and comprehensive communication strategy targeting all stakeholders, especially library users; Highlight improvements and continuity of access to regional resources; Monitor community feedback.

### Comparative Evaluation of Options A, B, C & D

Evaluation Criterion	Option A: Board Company Model	Option B: Modified Model	Option C: Enhanced Current Model	Option D: Cooperative Library Service Model
<b>Addresses Core RTRL Problems</b>	High Potential (Designed to resolve hierarchy, speed decisions, enhance stability)	Medium Potential (Aims to improve, but inherent links to Council structures may limit impact)	Medium Potential (Aims to make existing hierarchy more effective, transparent, and process-driven, mitigating some challenges. Does not dismantle hierarchy.)	Medium-High Potential (Reduces hierarchy for shared services via Administering Council & SLAs; local autonomy speeds local decisions; stability via SLAs & local employment)
<b>Governance Autonomy &amp; Agility</b>	High (Independent Board, dedicated CEO)	Medium (Improved structure, but still operates within a Council framework; reliant on lead Council)	Low-Medium (Relies on Executive Council performance and internal processes; new protocols aim to improve but autonomy is limited compared to other options.)	Medium (Local autonomy for branches; cooperative unit managed by Administering Council under SLAs; CLT for coordination)
<b>Implementation Complexity &amp; Timeframe</b>	High (New legal entity, Section 12A approval, transition)	Medium (Revising agreements, committee structures, roles, and responsibilities)	Medium (Formal adoption and embedding of five comprehensive new frameworks and Charters; requires significant commitment and adaptation.)	High (New Cooperative Agreement, SLAs, nomination of Administering Council, significant staff transfers and system alignments)
<b>Financial Implications (Set- up)</b>	Medium-High (Legal fees, set-up costs for new entity)	Low-Medium (Primarily administrative time for revisions and new agreements)	Low (Primarily administrative time for Deed adoption, potential training on new frameworks.)	Medium (Legal advice for new agreements/SLAs, administrative time for establishing Administering Council functions, change management costs for staff transfers)
<b>Financial Implications</b>	Potential for diverse income; reliant on	Continued reliance on Council contributions;	Continued reliance on Council contributions; financial	Continued reliance on council contributions (local for branches,

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<b>(Ongoing)</b>	Council agreement for core funding	financial management subject to lead Council systems	management by Executive Council, guided by new Financial Management Service Charter.	shared for cooperative unit); Administering Council manages cooperative budget; potential for user-pays for optional services
<b>Level of Transformational Change</b>	High (New operational and governance paradigm for library service)	Medium (Significant structural change within existing overarching model)	Low-Medium (Enhancement and formalisation of current structures and processes, not a fundamental model change.)	High (Significant change to employment, governance via SLAs, new Administering Council role, balance of local and central operations)
<b>Access to External Funding</b>	High (Charitable status, dedicated focus)	Low-Medium (Typically through lead Council; less direct avenue)	Low-Medium (Continues to be primarily through Executive Council; no specific enhancement for direct external funding access mentioned.)	Low-Medium (Primarily via individual councils or Administering Council for cooperative initiatives; State Library support for cooperative models may assist grant access)
<b>Overall Risk Profile (Post-Mitigation)</b>	Medium (Implementation & pioneering risks for NSW)	Medium (Risk of not fully achieving desired outcomes or overcoming existing systemic issues)	Medium (Risk of new frameworks not being fully adopted/effective, or persistence of inherent structural issues if implementation isn't robust.)	Medium (Risks related to inter-council agreement, funding equity, Administering Council performance, potential fragmentation if not managed well)
<b>Separation from Council Bureaucracy</b>	High	Low-Medium	Low (Operates within the Executive Council model; new Charters aim to improve interaction efficiency but not full separation.)	Medium (Branch operations integrated into local council bureaucracy; Cooperative unit managed by Administering Council, potentially leaner)
<b>Representation &amp; Strategic Alignment</b>	Direct via Board; potential for skills-based Directors	Direct via EC (GMs & Cllrs); MG ensures operational alignment	Maintained through existing structures, with enhanced input via new Strategic Planning Protocol. Executive Council remains central.	Local employment of branch staff; Regional strategic alignment via Leadership Team (with representation from all councils) and SLAs

## Change Management - Implementation Considerations

Regardless of the chosen option, successful implementation will require a meticulous, collaborative, and well-resourced approach. Key considerations include:

**Formal Council Resolution:** Each member Council will need to pass a resolution indicating their preferred option and commitment to its development and implementation.

**Establishment of a Steering Committee/Working Group:** Comprising representatives (e.g., General Managers, key Directors, elected members) from each interested Council to oversee the detailed planning and implementation phase.

**Comprehensive Legal Review & Advice from State Library:** Engage legal experts to:

- For Option A: Advise on the optimal structure for the company limited by guarantee, guide the Section 12A approval process, and draft a constitution.
- For Option B: Advise on and draft the revised Deed of Agreement, Terms of Reference for the EC and MG, and any necessary SLAs.

**Development of a Detailed Business Case & Implementation Plan:** This will include:

- Finalised governance and operational model specifics.
- Detailed financial projections (set-up and 3-5 year operational).
- Agreed funding formula and contribution schedules.
- Asset management plan (transfer or usage agreements).
- Human Resources transition plan (staffing, industrial relations, change management).
- A clear timeline with milestones and responsibilities.

**Stakeholder Engagement & Communication Strategy:** Maintain ongoing, transparent communication with all stakeholders, including Council staff, library staff, unions, and the community throughout the process.

**Negotiate and Finalise Inter-Council Agreements:** Formalise the new arrangements, including funding commitments, service expectations, roles, responsibilities, and exit clauses.

**Change Management:** Develop and implement a robust change management strategy to support staff and other stakeholders through the transition.

## Conclusion

The Richmond Tweed Regional Library is at a critical juncture, with a significant opportunity to reshape its management model to enhance effectiveness, responsiveness, and ensure future sustainability. This paper has presented four distinct options for consideration by the Member Councils:

**Option A: The Board Company (Not-for-Profit) Model** offers a pathway to an independent and agile library service with the potential for new funding streams.

**Option B: The Modified Model** seeks to significantly reform the existing structure by introducing a two-tiered governance system to improve clarity and member involvement.

**Option C: The Enhanced Current Model** proposes a focused improvement of the existing model by formally adopting comprehensive updates to the Deed of Agreement.

**Option D: The Cooperative Library Service Model** aims to balance local autonomy and regional collaboration by having councils manage local staff while sharing central services.

All four options present unique advantages, disadvantages, and risks. The choice between them will ultimately depend on the Member Councils' collective appetite for change—whether that is for a transformational shift (Option A), substantial structural reform (Option B or Option D), or a significant enhancement of current structures (Option C).

This paper provides a clear, balanced, and comprehensive overview to facilitate an informed discussion and a well-considered decision. Regardless of the path chosen, careful planning, sustained collaboration between all Member Councils, dedicated resourcing, and an unwavering commitment to implementation will be paramount to the future success and vitality of the Richmond Tweed Regional Library.

### Attachment 1: Deed of Agreement Revisions (Option B)

The following sections of the Deed of Agreement are rewritten or added to reflect the governance structure proposed in Option B. Sections not listed here would either remain unchanged or require consequential minor amendments (e.g., updating cross-references) not detailed below.

**Note 1:** These revisions are provided as an example only and would need to be agreed and legally checked.

**Note 2:** A rewritten version of the **current** Deed of Agreement has been submitted separately – this version retains the current governance structure with detailed appendices, charters etc.

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#### 1. Definitions

In this deed, unless the context or subject-matter otherwise indicates or requires:

- **Act** means the Library Act 1939 (NSW).
- **Alternate Executive Committee Member** means a person appointed by a Member Council to perform the functions of an Executive Committee Member in their absence, as detailed in clause 6.
- **Area Librarian** means the person appointed under clause 18.2.
- **Branch Library** means premises located in a Member Council's LGA through which the Library Services are delivered.
- **Branch Library Services** means the Library Services delivered within a Member Council's LGA.
- **Code of Meeting Practice** means The Model Code of Meeting Practice for Local Councils in NSW 2021 published by the Office of Local Government and made under section 360 of the Local Government Act 1993, as amended or substituted from time to time, or such other code as adopted by the Executive Committee for its meetings.
- **Collection** means the physical and digital library content supporting the reading, information, recreational, educational and cultural needs of the communities of the

Member Councils.

- **Commencing Date** means 1 July 2023.
- **Council** means a council constituted under the Local Government Act 1993.
- **Deed** means this Deed as amended from time to time in accordance with this Deed.
- **Establishment Collection** means the core Collection of a Branch Library for its catchment area.
- **Executive Committee (EC)** means the strategic governance body established under clause 5 of this Deed.
- **Executive Committee Member** means a person appointed by a Member Council to be a member of the Executive Committee, as detailed in clause 6.
- **Executive Council** means the Council appointed as such by clause 8.1.
- **Executive Officer** means the person referred to in clause 11.1.
- **Expiry Date** means four years from execution date of the Deed, being 30 June 2027.
- **Founding Member Council** means Ballina Shire Council, Byron Shire Council, Lismore City Council or Tweed Shire Council.
- **Law** means an Act of Parliament, regulation, statutory rule, ordinance, by-law or the like.
- **LGA** means local government area.
- **Library Council** means the Library Council of New South Wales constituted under s3 of the Act.
- **Library Services** means the library and information services provided and managed within the RTRL Region by the Executive Council on behalf of the RTRL in accordance with this Deed, under the strategic direction of the Executive Committee and operational management of the RTRL Management Group.
- **Member Council** means a Council that is a Party to this Agreement.
- **Member Council Contribution** means a dollar amount specified in the RTRL Annual Budget that is payable by a Member Council to the Executive Council for a financial year

in respect of the Library Services.

- **Mobile Library Service** means the component of the Library Services provided by means of a specifically designed and equipped vehicle to persons who cannot readily reach a Branch Library.
- **Model Code of Conduct** means The Model Code of Conduct for Local Councils in NSW 2020 made under section 440 of the Local Government Act 1993 and published by the Office of Local Government, as amended or substituted from time to time.
- **RTRL** means the Richmond Tweed Regional Library.
- **RTRL Annual Budget** means a statement of the revenue policy for the RTRL for a financial year containing the statements and particulars required by this Deed.
- **RTRL Annual Report** means the report provided by the Executive Council to the Executive Committee referred to in clause 8.10.
- **RTRL Assets** means property (real or otherwise) used or intended for use by the Executive Council in connection with the Library Services acquired by the Executive Council before or after the date of this Deed using Member Council Contributions.
- **RTRL Assets Register** means a written register separately recording the RTRL Assets.
- **RTRL Management Group (MG)** means the operational management body established under clause 7A of this Deed.
- **RTRL Manager** means the person referred to in clause 12 (also referred to as RTRL Business Manager in planning documents).
- **RTRL Plan** means the RTRL Strategic Plan.
- **RTRL Region** means the combined LGAs of the Member Councils.
- **RTRL Strategic Plan** means a written plan that identifies the main priorities and aspirations for the future of the RTRL and contains strategic objectives for the RTRL together with strategies for achieving those objectives, and containing other matters provided for in this Deed.
- **Senior Manager** means any staff member, or their duly appointed delegate or nominee, employed by a Member Council at the level of senior manager or higher.



- **SLA** means a written service level agreement between the Executive Council and a Member Council setting out the nature and extent of Library Services required to be provided by the Executive Council in the Member Council's LGA in a financial year in exchange for the Member Council's financial contribution to the RTRL for that year.
- **Term** means the term of this Agreement provided for in clause 4.
- **Terms of Reference** means a document formally outlining the purpose, scope, composition, responsibilities, and operating procedures for the Executive Committee and the RTRL Management Group, to be developed and agreed by Member Councils and appended to this Deed.

(Replace Clause 5, 6, 7 with new clauses for the Executive Committee and add a new Clause 7A for the RTRL Management Group)

#### **5. The Executive Committee (EC)**

**5.1** The Member Councils hereby establish the Executive Committee (EC) to provide strategic governance for the RTRL.

**5.2** The EC is responsible for the overall strategic direction of the RTRL as per this Deed and the RTRL Strategic Plan. Its functions include, but are not limited to:

- (a) Setting long-term goals and strategic priorities for the RTRL.
- (b) Approving major policies relating to the provision of Library Services.
- (c) Overseeing and approving the RTRL Annual Budget and monitoring overall financial performance.
- (d) Ensuring the Library Services meet the collective needs of the Member Councils' communities.
- (e) Reviewing and endorsing the RTRL Strategic Plan.
- (f) Monitoring the overall performance of the RTRL against strategic objectives.
- (g) Making decisions on matters of strategic importance to the RTRL not otherwise delegated.
- (h) Considering and determining any application from a Council to become a Member Council of the RTRL.

(i) Facilitating cooperation and communication between Member Councils on strategic library matters.

(j) Appointing an independent chair if deemed necessary and agreed by Member Councils.

(k) Reviewing and resolving strategic issues or disputes that cannot be resolved by the RTRL Management Group or the Executive Council.

**5.3** The EC shall operate in accordance with its agreed Terms of Reference, which shall be consistent with this Deed.

**5.4** The Executive Council is to provide administrative support for the functioning of the EC as reasonably required, including preparation of agendas in consultation with the Chair (if appointed) or Executive Officer, minute-taking, and distribution of papers.

#### **6. Executive Committee (EC) Membership**

**6.1** The EC is to be comprised of:

(a) The General Manager (or their nominated senior delegate) from each Member Council.

(b) One (1) elected representative (Councillor) nominated by each Member Council.

**6.2** Each Member Council, as soon as practicable after the commencement of this revised Deed or after becoming a Member Council, is to appoint its EC Members.

**6.3** A Member Council may appoint an Alternate Executive Committee Member for each of its appointed EC Members (one for the General Manager nominee and one for the Councillor representative) to attend and vote in their absence. The Alternate for a General Manager nominee should be a senior council officer. The Alternate for a Councillor representative should be another Councillor.

**6.4** As soon practicable after an ordinary election of a Member Council, the Member Council is to confirm or make new appointments of its EC Members and Alternate EC Members.

**6.5** The appointment of each EC Member and Alternate EC Member by a Member Council remains in force until the earlier to occur of:

(a) the next ordinary election of the Member Council (for Councillor representatives).

(b) their replacement by the Member Council.

(c) the resignation of the member.

(d) a vacancy in the civic office of the member (for Councillor representatives) or cessation of employment in the qualifying role (for General Manager nominees).

(e) the disqualification from civic office of the member (for Councillor representatives).

(f) the death or mental incapacity of the member.

(g) the termination of this Deed.

**6.6** Any vacancy in the office of an EC Member or Alternate EC Member is to be filled by the Member Council concerned as soon as practicable after the vacancy occurs.

**6.7** Each Member Council is to notify the Executive Officer (who will maintain a register of EC membership) in writing of any change to the appointment of its EC Members or Alternate EC Members.

**6.8** The Model Code of Conduct applies to all EC Members and Alternate EC Members in the performance of their functions on the EC.

**6.9** The EC may co-opt non-voting advisory representatives from Member Councils (e.g., senior staff from finance, people and culture) as needed to provide specific expertise or advice to the EC.

#### **7. Proceedings of the Executive Committee (EC)**

**7.1** The EC is to hold meetings at least quarterly, or six-monthly, or as otherwise determined by the EC to fulfil its strategic oversight role.

**7.2** The first meeting of the EC after the commencement of this revised Deed shall be convened by the Executive Officer.

**7.3** Unless an independent chair is appointed, the chairperson for EC meetings shall be elected by the EC Members from amongst themselves annually, or the role may rotate amongst Member Councils by agreement.

**7.4** The quorum for a meeting of the EC is a majority of the total number of appointed EC Member positions, with at least one representative (either General Manager nominee or Councillor) from a majority of Member Councils being present.

**7.5** Each Member Council shall have two votes at EC meetings, one exercisable by its

General Manager (or delegate/alternate) and one by its Councillor representative (or alternate). Decisions shall be made by a simple majority of votes cast, unless otherwise specified in this Deed or the EC's Terms of Reference (e.g., for admission of new members, amendments to the Deed, or changes to the funding formula, which may require a special majority or unanimity).

7.6 Subject to this clause and the agreed Terms of Reference, the Code of Meeting Practice may be adopted or adapted to govern the conduct of meetings of the EC, or the EC may establish its own procedures.

7.7 The Executive Officer or their nominee shall ensure minutes of each EC meeting are kept and distributed to EC Members and Member Councils as soon as practicable after the meeting.

**7A. The RTRL Management Group (MG)**

7A.1 The RTRL Management Group (MG) is hereby established to oversee the operational management of the RTRL.

**7A.2 Composition:**

(a) The MG shall be comprised of the RTRL Manager and the RTRL Management Team (which includes senior staff directly involved in the day-to-day operations and management of the regional library service, such as Area Librarians or equivalent roles).

(b) The MG may include advisory representatives from the Executive Council or Member Councils as needed for specific expertise (e.g., from financial services, information technology, People and Culture, Work Health and Safety).

(c) During planning and budgeting phases, nominated management representatives from each Member Council shall be included in MG deliberations to ensure operational alignment and input.

7A.3 Responsibilities: The MG, operating within the strategic framework and budget set by the EC, is responsible for:

(a) All operational decisions related to the day-to-day management of the RTRL.

(b) Implementation of strategic initiatives and policies approved by the EC.

(c) Staff management and development for RTRL employees, under the auspice of the

Executive Council as the employer.

(d) Ensuring efficient and effective service delivery across all Branch Libraries and services.

(e) Managing the operational budget allocated to the RTRL.

(f) Developing draft operational plans, policies, and budgets for consideration by the EC.

(g) Monitoring operational performance and reporting to the EC.

(h) Fostering a collaborative and efficient working environment within the RTRL.

(i) Identifying and addressing operational issues and risks.

**7A.4 Meeting Frequency:** The MG shall meet as required to fulfil its responsibilities, anticipated to be at least every two months, or more frequently for specific projects or urgent operational matters.

**7A.5 Reporting:**

(a) The RTRL Manager, on behalf of the MG, shall report to the EC on operational performance, implementation of strategic initiatives, and other matters as required by the EC.

(b) The MG shall provide operational advice and recommendations to the EC.

**7A.6** The MG shall operate in accordance with its agreed Terms of Reference, which shall be consistent with this Deed. The RTRL Manager will typically chair MG meetings.

## **8. The Executive Council**

**8.1** Lismore City Council is appointed by the Member Councils to be the Executive Council of the RTRL and accepts such appointment.

**8.2** For the purpose of enabling the Executive Council to perform its functions under this Deed, the Member Councils delegate to the Executive Council their functions relating to the provision and management of libraries, library services and information services within their LGAs, subject to the strategic direction of the EC and operational management by the MG.

**8.3** The Executive Council is to deliver the Library Services in accordance with this Deed, under the guidance of the EC and MG, and subject to the Act.

**8.4** The Executive Council is to provide administrative support services in connection with the

operations of the RTRL including but not limited to:

(a) Properly managing and accounting for the use of Member Council Contributions and other monies received in relation to the RTRL, in accordance with the budget approved by the EC.

(b) Properly managing funds and reserves relating to the RTRL to maximise income, under policies approved by the EC.

(c) Keeping and auditing proper accounts and other records relating to the RTRL in accordance with this Deed and all relevant Laws, and reporting thereon to the EC.

(d) Signing contracts and agreements relating to the RTRL Services, as authorised by the EC or within delegations established by the EC.

(e) Setting the employment conditions of all staff employed by it in connection with the provision of the RTRL Services, in consultation with the MG and consistent with policies approved by the EC.

(f) Prepare an agenda and business papers for each meeting of the EC in consultation with the Chair of the EC or Executive Officer and distributing copies to EC Members before the meeting.

(g) Keeping minutes of each meeting of the EC and distributing copies to the EC Members and Member Councils as soon as practicable after the meeting.

(h) Implementing strategic decisions of the EC as directed, and supporting the MG in operational implementation.

(i) Utilising and maintaining assets owned by Member Councils, including the Executive Council used in connection with the RTRL, as per agreements and the RTRL Assets Register.

**8.5** The Executive Council, through the Executive Officer and relevant staff, is to provide information, advice and assistance to the EC and MG necessary to enable them to efficiently and effectively perform their functions under this Deed.

**8.6** The Executive Council is to facilitate consultation between the EC, MG, and Member Councils about the delivery of the Library Services.

**8.7** The Executive Council, through the RTRL Manager and MG, and in consultation with the EC, is to prepare and keep under review the RTRL Strategic Plan and other plans, policies and

programs relating to the activities of the RTRL for approval by the EC.

**8.8** The Executive Council, through the RTRL Manager and MG, is to consult with Member Councils and their local communities about the Library Services to ensure the optimal delivery of the Library Services in the LGAs of the Member Councils, and report findings to the EC.

**8.9** The Executive Council, through the RTRL Manager and MG, and in consultation with Member Councils, is to prepare the draft RTRL Annual Budget for each financial year and is to submit it to the EC for review and approval.

**8.10** The Executive Council is to provide the RTRL Annual Report to the EC and Member Councils once each year detailing the following in relation to the previous financial year:

- (a) The activities of the RTRL including but not limited to statistics of purchases for the Collection.
- (b) A copy of the audited statement of accounts for the RTRL.
- (c) A copy of the RTRL Assets Register.
- (d) The Collection size and its age and distribution within the RTRL Region.
- (e) The number of borrowers and items borrowed.
- (f) The number of library visits and item loans per capita.
- (g) The number and type of value-added services provided in connection with the Library Services.
- (h) An assessment of the quality of the Library Services delivered to each Member Council measured against performance benchmarks in the RTRL Strategic Plan, SLAs, and objectives set by the EC.
- (i) For each Branch Library, the level of staffing, the nature of staffing employment, and financial details relating to accrued staff leave.
- (j) Any other matter reasonably required by the EC.

**8.11** The Executive Council, directed by the EC and supported by the MG, is to use all reasonable endeavours to identify funding opportunities to support and enhance the RTRL and the provision of the Library Services, and to obtain the full benefit of grants and subsidies

made available to it by the Commonwealth, the State of New South Wales or otherwise.

**8.12** The Executive Council, through the RTRL operations, is to work co-operatively with libraries and library systems in the wider library network for the benefit of the RTRL, under the strategic guidance of the EC.

**8.13** Robust Service Level Agreements (SLAs) for administrative services provided by the Executive Council to the regional library network shall be implemented, with clear performance metrics and review periods, as agreed with the EC.

(Remove Clause 10: The SLG entirely, as its functions are absorbed by the EC and MG. Subsequent clauses will need renumbering if this clause is fully deleted, or it can be marked as "Not Used".)

#### **10. The SLG**

Not Used. (Functions previously undertaken by the SLG are now incorporated into the responsibilities of the Executive Committee and the RTRL Management Group as outlined in Clauses 5, 7A, and other relevant sections of this Deed).

#### **11. The Executive Officer**

**11.1** The Executive Officer of the RTRL is the General Manager of the Executive Council or a person appointed by the General Manager of the Executive Council to be the Executive Officer.

**11.2** The Executive Officer is responsible to the Executive Council for the administration and financial operation of the RTRL, as undertaken by the Executive Council in its support role and is accountable to the EC for the execution of these responsibilities.

**11.3** The Executive Officer is a key liaison person for Member Councils and the EC in relation to matters concerning the RTRL, particularly those involving the administrative functions of the Executive Council.

#### **12. RTRL Manager**

**12.1** The Executive Council is to appoint the RTRL Manager when the position is vacant, following a selection process conducted in consultation with, and with the endorsement of, the EC.

**12.2** The RTRL Manager:



(a) Is to be a qualified and well-experienced manager who may be recognised by the Australian Library and Information Association.

(b) Is to be an employee of, or a contractor to, the Executive Council.

(c) Reports to the MG on operational matters. For strategic progress, significant issues, and overall performance, the RTRL Manager reports to the EC, which may be through an agreed mechanism such as directly to the EC or via the Executive Officer. The specific reporting lines will be detailed in the RTRL Manager's position description and the MG's Terms of Reference.

(d) Is the lead member of the MG and facilitates its operations.

(e) Is to manage, on behalf of the Executive Council, the resources of the RTRL consistent with the RTRL Annual Budget approved by the EC and relevant SLAs.

**12.3** The functions of the RTRL Manager include:

(a) Leading the MG to administer the Library Services on behalf of the Executive Council, in accordance with the strategic direction set by the EC.

(b) Implementing, or assisting in the implementation of, decisions of the EC and directives of the MG relating to the RTRL.

(c) Leading the MG in the development, maintenance, and implementation of the RTRL Strategic Plan for EC approval.

(d) Providing advice to the Executive Council, EC, and MG on matters relevant to the development and implementation of the RTRL Strategic Plan and other plans, policies and programs of the RTRL.

(e) Managing the day-to-day operations and resources of the RTRL consistent with the RTRL Annual Budget and SLAs, under the oversight of the MG.

(f) Liaising with Area Librarians and Member Councils on the operation and staffing of Branch Libraries.

(g) Representing the RTRL at all times in a professional and competent manner.

(h) Providing regular reports to the MG and the EC as required by them on the administration and operations of the RTRL and the implementation of the RTRL Strategic Plan.

(i) Performing any other functions determined by the EC or the MG from time to time,

consistent with this Deed.

**13. Adoption of RTRL Plan**

**13.1** Within one year of the Commencing Date of this revised Deed, the EC, in consultation with the MG, is to adopt a revised RTRL Strategic Plan.

**13.2** The implementation of the RTRL Strategic Plan is to be overseen by the MG and reviewed regularly by the EC, including during the RTRL Annual Budget process.

**14. RTRL Annual Budget**

**14.1** By not later than 1 March in each year (or as otherwise agreed by the EC), the Executive Council, through the RTRL Manager and MG, is to provide a copy of the proposed RTRL Annual Budget for the next financial year to the EC and Member Councils.

**14.2** The proposed RTRL Annual Budget is to include the following statements and particulars:

(a) A statement containing a detailed estimate of income and expenditure relating to the operations of the RTRL.

(b) Particulars of the amount of each Member Council Contribution.

(c) Particulars of the budget allocation to the Executive Council for the administrative support services it performs under this Deed.

**14.3** Any increase in the Member Council Contribution in the RTRL Annual Budget is to be based on the annual base rate peg (excluding the individual rate peg population factor relevant for each Member Council), unless otherwise agreed by the EC. It is acknowledged that due to population cost driver impacts, individual Member Council Contributions may be above or below the rate peg.

**14.4** A proposal for a change in service levels or service levels in the RTRL Annual Report which results in total Member Council Contributions increasing above the rate peg limit may also be provided by the MG; however, the proposal must be clearly defined, costed, stated how it will impact a Member Council Contribution, and requires approval by the EC.

**14.5** The proposed RTRL Annual Budget must be reviewed by the MG and formally approved by the EC.

**14.6** The Executive Council is to use all reasonable endeavours to ensure that the RTRL Annual Budget, as approved by the EC, is adopted by not later than 30 June in each year.

**15. Member Council Contributions**

**15.1** The EC, based on recommendations from the MG and in consultation with Member Councils, shall determine the formula to be used for calculating Member Council Contributions each year.

**15.2** The formula to be used by the Executive Council for calculating Member Council Contributions for a financial year is to be endorsed by the EC and reported to Member Councils as part of the RTRL Annual Budget reporting.

**15.3** The formula to be used for calculating Member Council Contributions is to be sufficiently flexible to ensure that the following are taken into account:

(a) Any changes to the use of Branch Libraries over time in Member Council LGAs.

(b) The number of residents in Member Council LGAs.

(c) The estimated number of persons in areas outside of Member Council LGAs who use Branch Library Services in Member Council LGAs.

(d) Any agreements or arrangements entered into between Member Councils and libraries or other bodies outside of the Member Council LGAs for the provision of library and information services in the Member Council LGAs.

(e) Other factors deemed relevant and agreed by the EC.

**15.4** Subject to this Deed, each Member Council Contribution is to be paid in quarterly instalments on the first day of July, October, January and April in the financial year to which the payment relates.

**15.5** A Member Council Contribution is not payable for a financial year unless and until the Member Council and the Executive Council have entered into an SLA relating to the financial year, the template for which has been approved by the EC.

**16. Service Level Agreement**

(a) As soon as practicable after the Commencing Date of this revised Deed, the Executive Council, through the MG and in consultation with the EC, is to prepare a proposed template

for SLAs for each Member Council's LGA.

(b) A proposed SLA may relate to the delivery of Library Services in a Member Council's LGA for one or more financial years.

(c) The Executive Council, via the RTRL Manager, is to submit the proposed SLA (based on the EC-approved template and tailored in consultation with the individual Member Council) to the Member Council concerned for review by that Member Council.

(d) The Executive Council (represented by the RTRL Manager/MG) and the Member Council are to work co-operatively and in good faith and use all reasonable endeavours to reach agreement on the terms of the SLA, consistent with the strategic objectives set by the EC.

(e) An SLA for a Member Council's LGA takes effect when the Executive Council and the Member Council enter into the SLA. Any significant deviations from the standard service provision or funding model must be brought to the EC for consideration.

#### **17. RTRL Assets Register**

**17.4** The Executive Council is not to sell or otherwise dispose of, or exchange or surrender, or lease or encumber any RTRL Land and Building Assets without the Approval of the EC. For the purposes of this clause RTRL Land and Building Assets means:

(a) Lot 1 DP 1061931, 2 Centenary Drive, Goonellabah - Land and Building, and

(b) Lot 2 DP 1061931, 1 Lancaster Drive Goonellabah - Vacant Land.

#### **19. Dispute Resolution**

**19.1** A Member Council may give written notice of a dispute relating to any matter the subject of this Deed to the EC and each other Member Council.

**19.2** The written notice is to set out details of the dispute.

**19.3** The EC is to use all reasonable endeavours to resolve the dispute within twenty-eight (28) days of receipt of the written notice of the dispute. This may involve direct negotiation, facilitation, or other methods agreed by the EC.

**19.4** If the dispute is not resolved within that period by the EC, or the dispute involves a decision or action of the EC itself that a Member Council contests, the EC (or the disputing Member Council(s)) is to refer the dispute to the Australian Disputes Centre for independent

mediation in accordance with commercial mediation guidelines published and used by the Australian Disputes Centre from time to time, unless an alternative dispute resolution process is agreed by all Member Councils.

**19.5** Despite anything else in this clause, pursuant to s12(5) of the Act, it is a term of this Deed that any dispute arising under this Deed must, on the application to the Library Council of NSW of a Member Council, be settled by arbitration by an arbitrator appointed by the Library Council of NSW.

#### **20. Admission of New Member Council**

**20.1** The EC, in consultation with the Executive Council and the MG, is to determine any written application made to it or the Executive Officer to admit a Council as a new Member Council.

**20.2** A unanimous resolution of the EC is required to approve in principle the admission of a Council as a new Member Council.

**20.3** The admission of a new Member Council does not take effect unless and until the new Member Council and the existing Member Councils have entered into a deed by which the new Member Council agrees to be bound by this Deed on such terms (including financial contributions for entry) as are required by the existing Member Councils and approved by the EC.

#### **21. Retirement of Member Council**

**21.1** A Member Council may give the EC or the Executive Officer written notice of its intention to retire as a Member Council.

**21.2** The Executive Officer is to give a copy of any such notice to the EC and all Member Councils without delay.

**21.3** The written notice is to specify the date on which the Member Council will retire, being a date that is;

(a) 30 June in a specified year unless otherwise agreed by unanimous resolution of the EC, and

(b) not less than eighteen (18) months after the date of giving the notice, and

(c) not less than twelve (12) months before or after an ordinary election of the Member

Councils.

(These conditions may be varied by unanimous agreement of the EC).

**21.4** The retirement of a Member Council does not affect the continued operation of this Deed in relation to the remaining Member Councils, subject to any necessary adjustments approved by the EC.

**21.5** Any costs incurred by the RTRL or any Member Council in connection with the retirement of a Member Council is to be borne by the retiring Member Council, unless otherwise determined by the EC.

**25. Regional Library Name & Brand**

**25.3** The name or brand of the RTRL may only be changed by a unanimous decision of the EC.

**27. Amendment**

**27.1** This Deed is not to be amended unless the proposed amendment:

(a) Is considered at a meeting of the EC, and

(b) Is notified in writing to the Executive Officer (for distribution to the EC and Member Councils) by the Party proposing the amendment not less than one month (or other period agreed by the EC) before it is considered at the EC meeting.

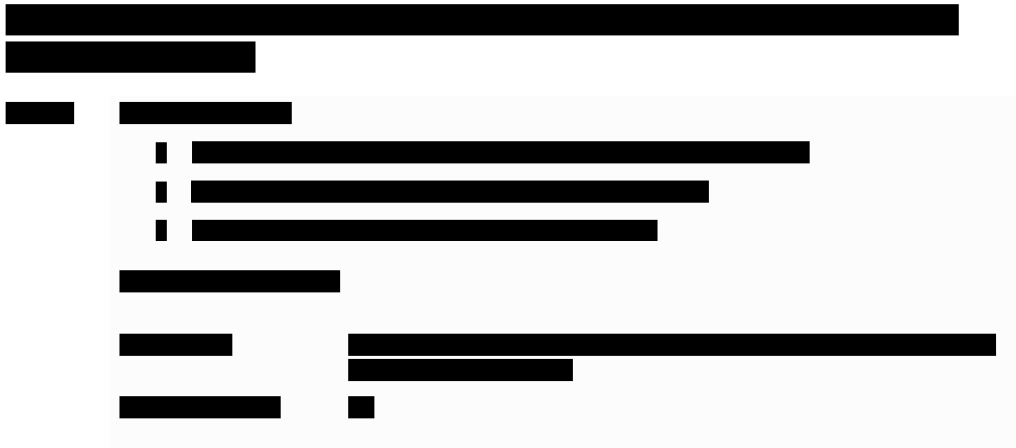
**27.2** No amendment to this Deed... is of any force or effect unless it is in writing and signed by all Member Parties concerned, following a resolution of the EC endorsing the amendment (the voting threshold for such endorsement to be specified in the EC's Terms of Reference, potentially requiring unanimity or a special majority).

(Note: Further review would be needed for any other clauses that indirectly reference the "RTRL Committee" or "SLG" to ensure they are updated to reflect the new EC/MG structure.)

Council Minutes  
14 October 2025

### Present

Mayor, Councillor Krieg; Councillors Battista, Bing, Dalton-Earls, Gordon, Guise, Jensen, Knight-Smith, Rob (via audio-visual), Waters together with Mr Butron, General Manager; Ms Sullivan, Director People & Community, Mrs Mitchell, Executive Officer and Miss Hull, Executive Assistant.



### Confidential Matters – Closed Council Meeting

218/25	<b>DEFEATED</b> that Council now exclude the press and public and meet in Closed Council to consider the following matters;
<b>Item</b>	12.1 Richmond Tweed Regional Library: Council Decision on Participation Beyond 2027
<b>Grounds for Closure</b>	Section 10A(2) (a):
<b>Public Interest</b>	Discussion of this matter in an open meeting would on balance be contrary to the public interest because it relates to: personnel matters concerning particular individuals (other than councillors).
	(Councillors Gordon/Bing)
<b>Voting for:</b>	Councillors Bing, Gordon, Hall and Krieg
<b>Voting against:</b>	Councillors Dalton-Earls, Guise, Knight-Smith, Rob and Waters

**12.1 Richmond Tweed Regional Library: Council Decision on Participation Beyond 2027**

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219/25 **RESOLVED** that points 1 and 2 be considered in Closed Session and point 3 remain in Open Session.

(Councillors Krieg/Hall)

**Voting for:** Councillors Bing, Gordon, Hall, Krieg and Rob

**Voting against:** Councillors Dalton-Earls, Guise, Knight-Smith and Waters

### Resumption of Open Council

220/25 When the Council had resumed its former sitting, the Mayor reported that Council, meeting in Closed Session, had **RESOLVED**:

**12.1 Richmond Tweed Regional Library: Council Decision on Participation Beyond 2027**

That Council:

1. remain as the Executive (Administering) Council under a refined Deed of Agreement, with supporting service charters for transparent operations and cost recovery and under a reduced Cooperative Library Services Model (LMS), only overseeing Lismore library staff and a reduced shared services team (collections, programs, LMS, mobile library)
2. endorse the transfer of local branch staff employment to their respective councils, retaining only Lismore-based and regional support staff by June 2027 - embedding local accountability for staff, WHS, and branch operations

(Councillors Gordon/Knight-Smith) (BP25/719)

**Voting for:** Councillors Bing, Dalton-Earls, Gordon, Hall, Knight-Smith, Krieg, Rob and Waters

**Voting against:** Councillors Guise



**12.1 Richmond Tweed Regional Library: Council Decision on Participation Beyond 2027**

- 221/25 MOTION moved that Council authorise RTRL Committee and Leadership team to negotiate amendments to the Deed to include new appendices (risk management, service charters, cyber security, planning protocols) to strengthen governance and transparency changes prior to June 2027.

(Councillors Gordon/Dalton-Earls)

FORESHADOWED MOTION moved that Council:

1. authorise RTRL Committee and Leadership team to negotiate amendments to the Deed to include new appendices (risk management, service charters, cyber security, planning protocols) to strengthen governance and transparency changes prior to June 2027
2. may not remain as the Executive Council after June 2027

(Councillor Rob)

AMENDMENT moved that Council authorise RTRL Committee and Leadership team to negotiate amendments to the Deed to include new appendices (risk management, service charters, cyber security, planning protocols) to strengthen governance and transparency changes prior to June 2027 and seek expressions of interest by member councils to be the Executive Council by December 2025.

(Councillors Hall/Rob)

**Councillor Knight-Smith left the meeting, the time being 6:47PM**

**Councillor Knight-Smith returned to the meeting, the time being 6:47PM**

- 222/25 AMENDMENT moved and **RESOLVED** that Council authorise RTRL Committee and Leadership team to negotiate amendments to the Deed to include new appendices (risk management, service charters, cyber security, planning protocols) to strengthen governance and transparency changes prior to June 2027 and seek expressions of interest by member councils to be the Executive Council by December 2025.

(Councillors Hall/Rob)

**Voting for:** Councillors Bing, Gordon, Hall, Krieg and Rob

**Voting against:** Councillors Dalton-Earls, Guise, Knight-Smith and Waters

**Councillor Bing left the meeting, the time being 7:13PM**

**Councillor Bing returned to the meeting, the time being 7:14PM**

Council Minutes  
14 October 2025

- 223/25 On submission to the meeting the amendment became the motion and was **RESOLVED** that Council authorise RTRL Committee and Leadership team to negotiate amendments to the Deed to include new appendices (risk management, service charters, cyber security, planning protocols) to strengthen governance and transparency changes prior to June 2027 and seek expressions of interest by member councils to be the Executive Council by December 2025.

(Councillors Hall/Rob)

**Voting for:** Councillors Bing, Dalton-Earls, Gordon, Hall, Knight-Smith, Krieg, Rob and Waters

**Voting against:** Councillor Guise

### Closure

This concluded the business and the meeting terminated at 7.20pm.

CONFIRMED this > > 2025 at which meeting the signature herein was subscribed.

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**MAYOR**

[illegible]

**Cr Rhiannon Brinsmead**  
**Cr Meredith Dennis**

1. notes the role public libraries play in contributing to the educational, social and cultural wellbeing of communities and acknowledges the Richmond Tweed Regional Library (RTRL) for its consistent delivery of high-quality library services.
2. confirms its intention to remain as a member Council in the RTRL network at the expiry of the current Deed of Agreement in June 2027.
3. supports the recommendation of the RTRL independent review to enhance governance, accountability and transparency in the Deed of Agreement.
4. endorses the RTRL Committee and RTRL Senior Leadership Group to negotiate amendments to the Deed of Agreement to reflect point 3 above and authorises the General Manager to execute the Deed of Agreement.

Ballina Shire Council  
03/12/25

## Richmond Tweed Regional Library - Deed of Agreement

5. notes the General Manager will review and negotiate arrangements pertaining to the operating model of the RTRL, including the consideration of employment arrangements of library staff, in accordance with section 335 of the *Local Government Act 1993*.

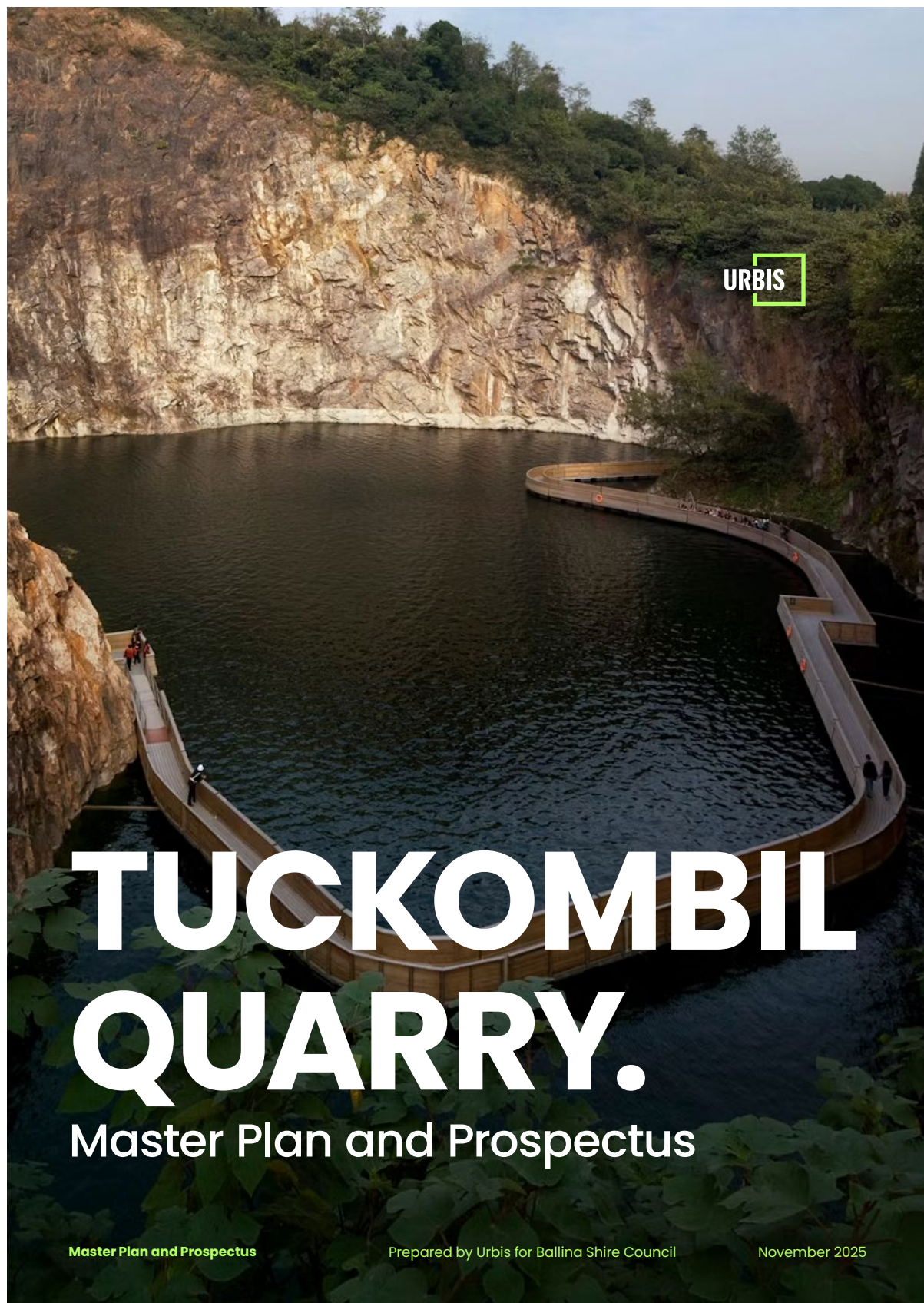
**The Motion was Carried**

**VOTE FOR** - Cr Chris Cherry (Mayor), Cr Reece Byrnes (Deputy Mayor), Cr Rhiannon Brinsmead, Cr Meredith Dennis, Cr Nola Firth, Cr Kimberly Hone, Cr James Owen

**VOTE AGAINST - None**

**ABSENT. DID NOT VOTE - None**

[illegible]



# TUCKOMBIL QUARRY.

## Master Plan and Prospectus

Master Plan and Prospectus

Prepared by Urbis for Ballina Shire Council

November 2025

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Foreword

Purpose

We wish to acknowledge the custodians of the land of the Ballina Shire area, the Bundjalung people, their Elders past and present.

We acknowledge and respect their continuing culture and the contribution they make to the life of this region.

We recognise that First Nations sovereignty was never ceded and respect First Nations peoples continuing connection to these lands, waterways and ecosystems for over 60,000 years.

TUCKOMBIL  
QUARRY.

Master Plan and Prospectus

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Prepared by Urbis for Ballina Shire Council

3



Foreword

Purpose

Executive Summary.

The Tuckombil Quarry presents a once-in-a-generation opportunity to transform a long-standing industrial site into a vibrant new destination for Ballina Shire – a place that combines recreation, creativity, innovation, and community. With quarrying operations ceased and the land now rezoned to SP4 Enterprise, the site is ready to evolve from extraction to activation – from a void in the landscape to a catalyst for local economic and social growth.

Located on Council-owned land just minutes from the Alstonville town centre, the 23-hectare site offers a unique combination of features seldom found together: dramatic topography, a central water body, strong regional access, and proximity to residential and recreational areas. Supported by a comprehensive suite of technical and environmental investigations, the site now holds a high level of planning and development confidence and support from Council.

Prior studies, including economic demand analysis, environmental and geotechnical assessments, and land-use compatibility testing have confirmed the site's viability for a diverse range of low-impact, high-value uses. These include adventure and eco-tourism, creative industries such as film production, and community recreation and events. Together,

these uses have the potential to create an integrated destination that attracts visitors, generates employment, and enhances local lifestyle and identity.

The Tuckombil Quarry Master Plan identifies two development scenarios as potential demonstrations of the site's potential:

- Scenario 1 – Nature, Recreation & Adventure Hub:**  
A tourism-led model focused on outdoor experiences, eco-accommodation, and events that leverage the quarry's natural amphitheatre and waterbody.
- Scenario 2 – Active Tourism & Creative Performance Hub:**  
A hybrid model combining recreation with creative and cultural uses – flexible enough to host festivals, production studios, and community events.

Both scenarios are underpinned by a staged implementation strategy that enables early activation and low-cost interventions to build momentum, attract partners, and demonstrate market potential. Council's preferred delivery approach is to engage capable delivery partners through this Expression of Interest process, seeking parties with the creativity, capability, and commitment to help shape and deliver the site's long-term vision.

\$887 million

Regional creative-industry turnover in the Northern Rivers.

23 hectares

of Council owned land ready for development.

3.31 hectares

of existing hardstand area ready for development across four sites

Master Plan and Prospectus



Prepared by URBIS for Ballina Shire Council

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# Site Overview.

Set on the northern edge of Alstonville, the former Tuckombil Quarry occupies a striking 23-hectare landscape defined by its dramatic topography, central waterbody, and proximity to the township. Once an active hard-rock quarry, the site has now entered a new phase — fully Council-owned, remediated, and rezoned to SP4 Enterprise to enable a mix of creative, recreational and high-technology uses.

The following section outlines the site’s history, ownership, land use controls, and physical characteristics that collectively define its opportunity for transformation.

Site Overview.

Site history.

The Tuckombil Quarry has played a defining role in Alstonville’s landscape for more than a century. Established in the early 1900s and acquired by Ballina Shire Council in 1936, the site operated as a hard rock quarry until its closure in 2016. Today, with quarrying activities ceased and the land rezoned for enterprise and recreation, the site is poised for a new chapter — one that transforms its industrial past into a place of innovation, creativity, and community value.

Timeline

- **Early 1900s**  
Quarry established.
- **1936**  
Site purchased by Ballina Shire Council.
- **1970s–2016**  
Operated as a quarry.
- **2016**  
Quarrying activities ceased; void left partially filled with water.
- **2021–22**  
Council commissions opportunities assessments (AEC Phase 1 & 2) exploring a range of future land uses.
- **2023–24**  
Technical studies completed (traffic, noise, biodiversity, LUCRA, contamination) to support rezoning to SP4 Enterprise.
- **2024**  
Rezoning advanced to enable enterprise, creative industries, recreation, and community uses.
- **Dec 2024**  
Boral Asphalt lease not renewed and  
Ron Southern Pty Ltd lease renewed for 5 years





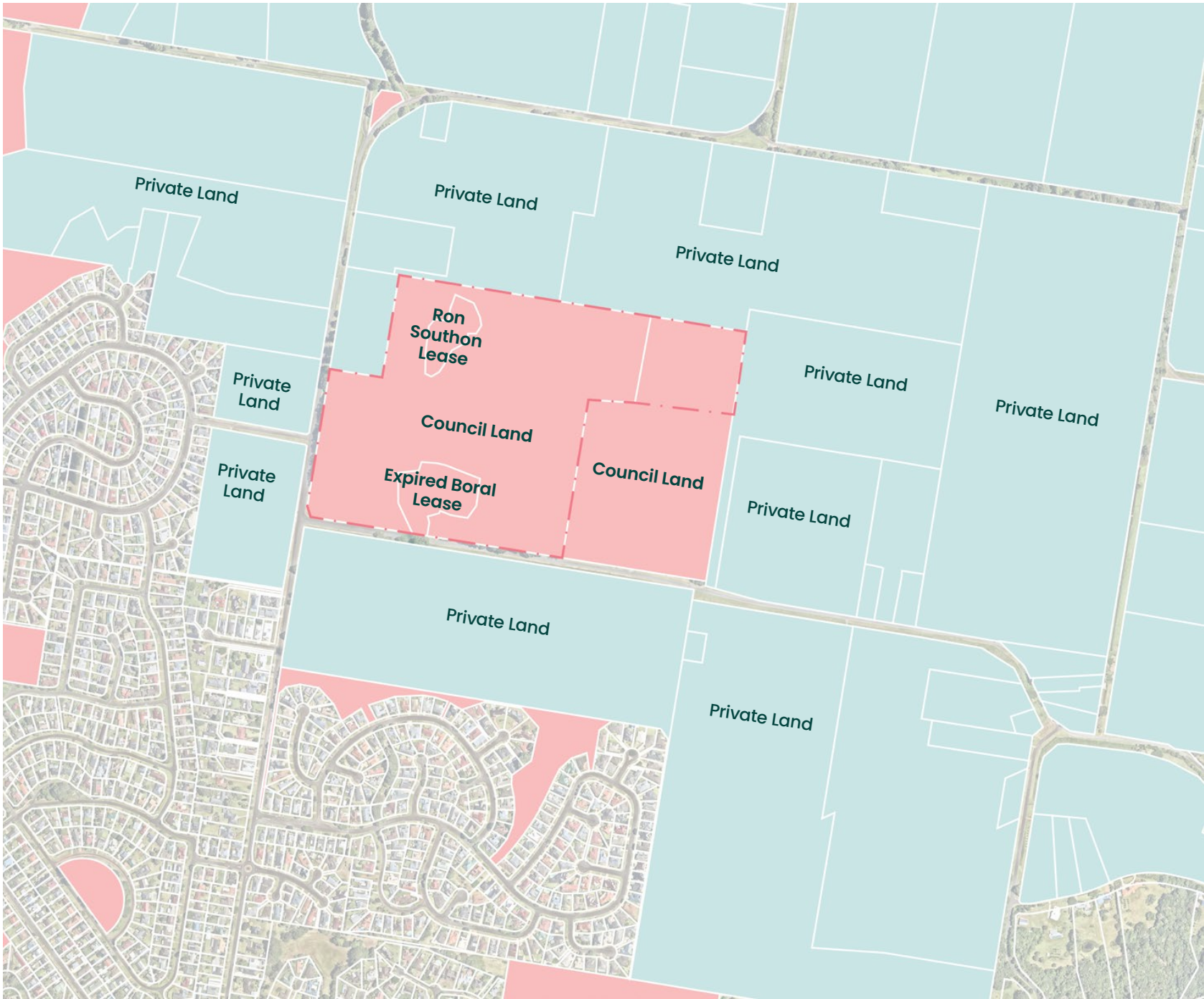
Site Overview.

Land ownership.

The Tuckombil Quarry site is wholly owned by Ballina Shire Council, providing a unique opportunity for coordinated planning, governance and long-term stewardship. Council's ownership enables flexibility in shaping the site's future - from delivery models and staging to partnerships that balance community benefit with commercial viability. This strong foundation allows the master plan to test innovative approaches that can unlock the site's full social, environmental and economic potential.

Key considerations

- Council ownership gives control over land use, staging, and delivery models.
- Adjoining Gap Road Field Complex (also Council-owned) creates opportunities for shared planning and infrastructure.
- Council control enables testing of innovative delivery models (e.g. PPPs, long-term leases for tourism/enterprise).





Site Overview.

Topography and key sites.

Set within a natural amphitheatre formed by its former quarry operations, the Tuckombil site features dramatic topography with a central water-filled void, surrounded by steep escarpments and elevated plateaus. These varied landforms create distinct development opportunities – from active recreation and events in an around the basin, to more typical development opportunities on the site’s four key flat hardstand sites.

Key considerations

- Terrain undulates: RL 140 m (west/east) down to RL 120 m (north).
- Four relatively flat hardstand areas ideal for development with minimal startup costs.
- Branch Creek runs south–north through the site.
- Creek presence requires water management and erosion control.
- Topography and drainage highlight need for buffers, grading, and stabilisation investigations.
- Elevation changes will shape infrastructure placement for efficiency and cost control.
- Potential for remaining land to be sculpted for landscaping, conservation, public realm, and adventure sports.





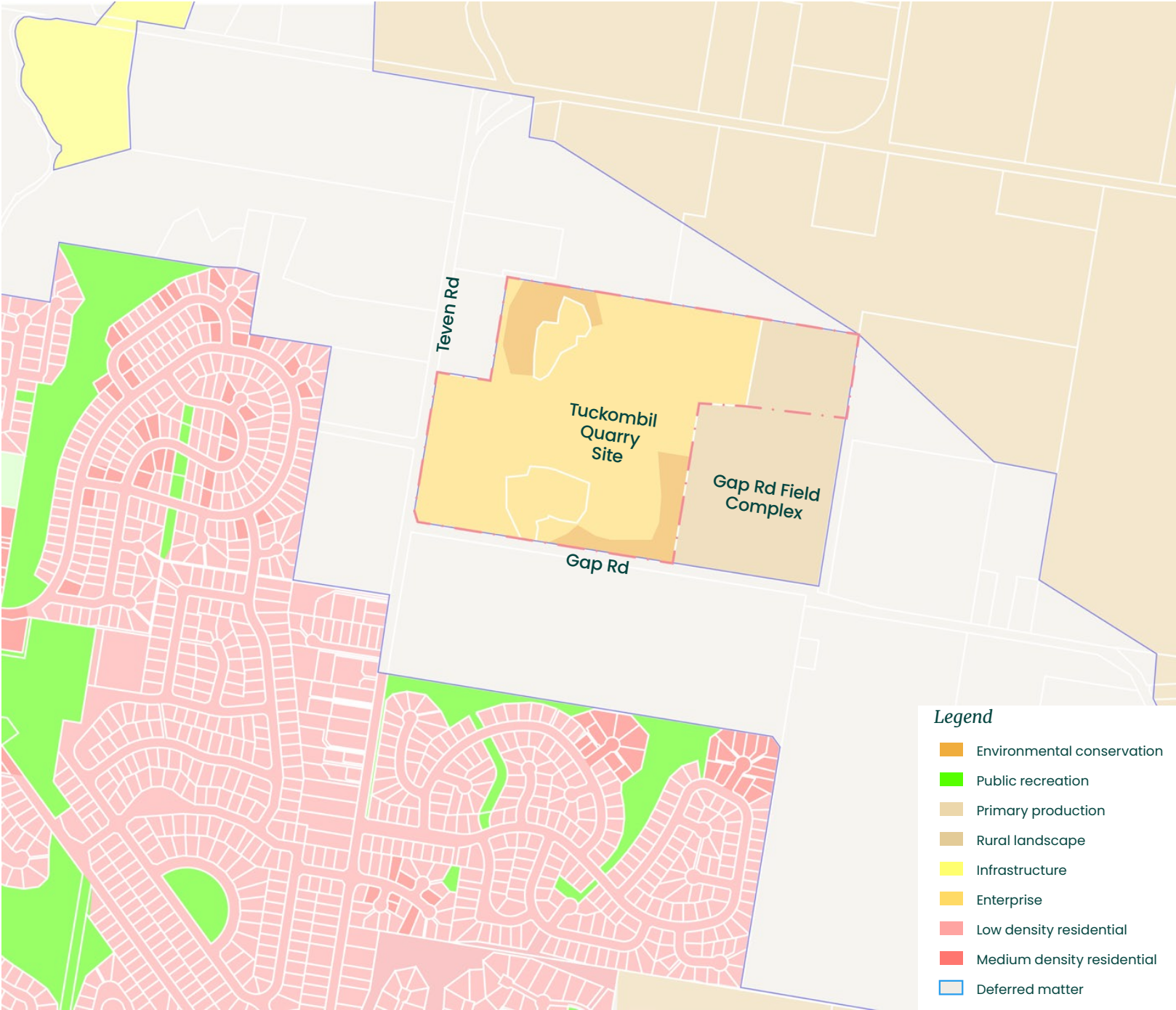
Site Overview.

Current land use controls.

The site’s SP4 Enterprise Zoning provides a flexible framework to support its transition from an industrial quarry to a hub for recreation and creative industries. The zone enables a diverse mix of uses – from high-technology enterprises to outdoor recreation, community facilities and artisan food and drink – while prohibiting traditional industrial and residential development. A range of visitor accommodation options are permitted to the extent that they are supporting the primary land uses.

Key considerations

- **Purpose**  
Support enterprise, productivity, and innovation through flexible land uses.
- **Permitted Land Uses (with consent)**  
Creative industries, high technology industries, artisan food and drink, community facilities, outdoor recreation, visitor accommodation, signage, car parking, and associated roads.
- **Prohibited**  
Agriculture, general commercial premises, industry (traditional forms), and residential.
- **Flexibility**  
Allows a broad mix of emerging industries, tourism, and recreation uses, but subject to development consent.
- **Environmental overlays**  
Parts of the site also zoned C2 Environmental Conservation to protect biodiversity and sensitive areas.



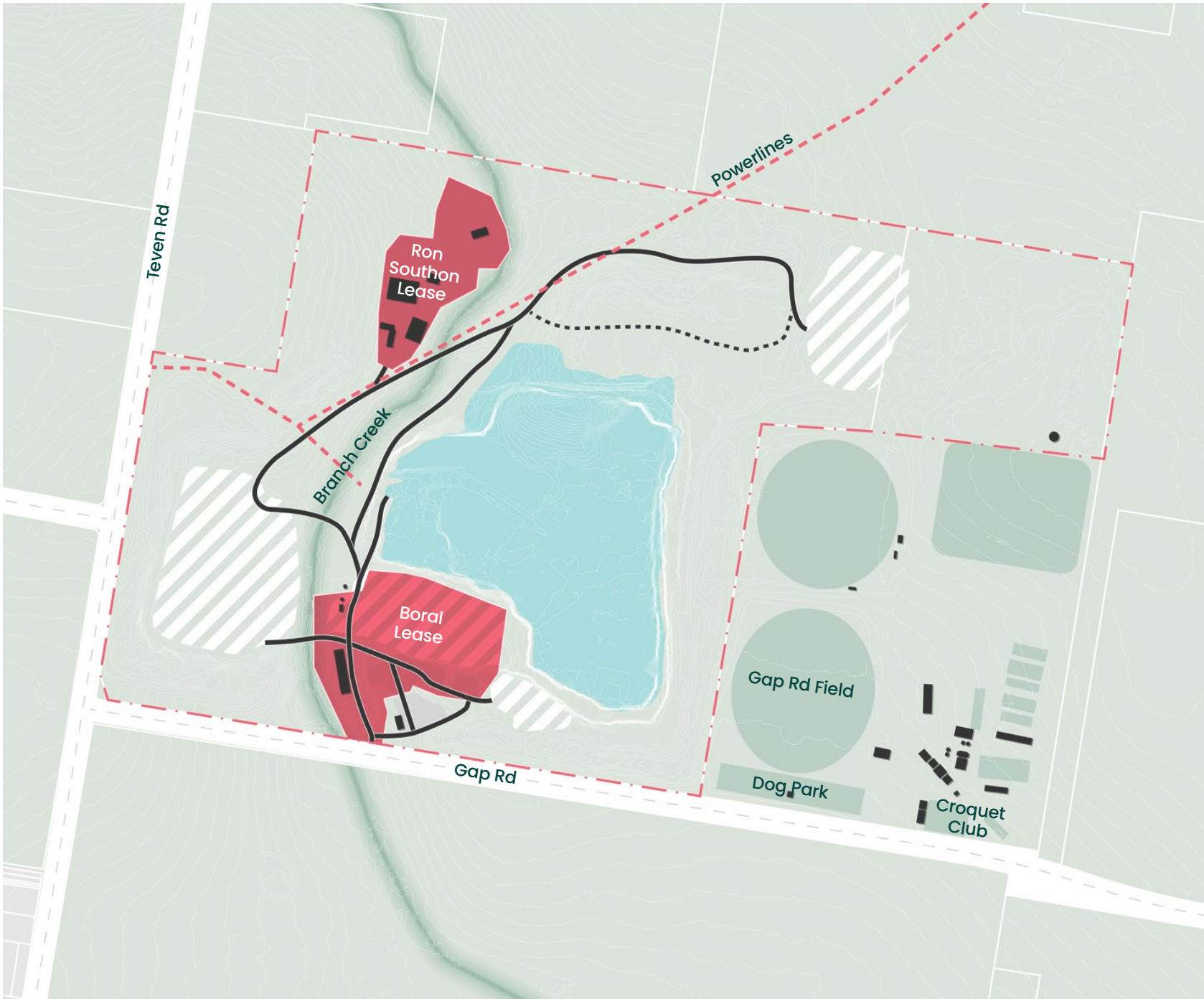
Site Overview.

Existing facilities, leases and infrastructure.

The site retains a legacy of its quarrying and industrial past, with existing leases, infrastructure and services shaping both constraints and opportunities for redevelopment. The expiration of Boral's lease and the planned cessation of asphalt operations mark a clear transition point, while the continued presence of Ron Southon's operations introduces considerations for staging and compatibility. Existing haul roads, power, water storage and access infrastructure provide a strong foundation for adaptive reuse, enabling early activation.

Key considerations

- Both leases expired 31 Dec 2024.
- Boral Asphalt (Lot 21) ceased regular operation in 2020; lease not renewed; facilities to be removed.
- Ron Southon intends to remain on-site (significant investment since 1999); relocation likely to end business.
- Quarry infrastructure (haul roads, water, power, heavy vehicle access) remains and could be repurposed.
- Existing powerlines and access already in place for industrial use.
- Boral structures may require costly demolition; unmanaged remnants could pose safety/vandalism risks.
- Ron Southern's ongoing operations, including the storage of explosive materials, may restrict flexibility and create conflicts with tourism/public uses.
- Stage development to allow safe co-existence with Ron Southon (buffers, traffic separation, visual screening).





Site Overview.

Buffer zones from Ron Southon lease area.

The ongoing Ron Southon lease remains a key operational consideration for the site’s transition. The operator’s willingness to scale back activities and relocate key functions off-site provides an opportunity to safely coexist with future development. By retaining only limited storage, workshop and administrative uses within a defined 68-metre buffer zone, the arrangement balances safety requirements with Council’s vision for broader activation and activity.

Key considerations

- Ron Southon Pty Ltd leases part of the site for drilling equipment and hazardous materials and is licensed to manufacture, store, and supply blasting explosives.
- Ron Southern has a five-year lease that includes a ‘break clause’ should Council require the leased area for redevelopment
- Operator is open to reducing explosives/dangerous goods holdings and relocate key activities off-site, retaining only storage magazines, workshop, and admin at Quarry.
- Reduced operation enables adequate space for both operator and future development.
- Under this scenario, a defined 68m buffer zone is sufficient to manage safety and land use compatibility.
- No habitable, commercial, recreation, or utility infrastructure within the buffer.
- No high-intensity recreation where people dwell long-term within the 68m buffer.



Site Overview.

Biodiversity values, significant trees & buffers.

The site’s biodiversity values are concentrated around Branch Creek and pockets of remnant vegetation that frame the former quarry - zoned as C2 Environmental Conservation. Protection of these areas through a 20-metre buffer along Branch Creek, 10-metre buffers around significant and vulnerable trees, and the retention of all C2-zoned land will ensure key biodiversity assets are safeguarded. Only low-impact activities such as walking trails, interpretive elements and minor crossings should occur within these zones, allowing the site’s natural systems to be celebrated as an integral part of its future identity.

Key considerations

- Branch Creek runs south–north, linking to Maguires Creek; ~20 m biodiversity buffer applies.
- Protect significant trees with minimum 10 m buffer.
- Protect Branch Creek with minimum 20m buffer.
- Allow only minor incursions in creek buffer (e.g. trails, crossings, interpretive signage, renaturalised edges).
- No clearing permitted in C2 Zoned land.
- Allow only minor incursions in C2 land (e.g. walking/ biking trails, stairs, seating, interpretive elements).





Chapter 02

# Regional Land Use Demand Analysis.

The future of the Tuckombil Quarry will be shaped by the broader dynamics of the Northern Rivers region — one of Australia’s fastest-evolving lifestyle and creative economies.

This chapter examines the regional context in which the site will operate, drawing on demographic trends, economic growth patterns, and sectoral opportunities that inform its market positioning.

# Regional Land Use Demand Analysis Overview

The Regional Land Use Demand Analysis assessed the market, demographic, and economic context shaping the future of the Tuckombil Quarry site, providing an evidence base for identifying viable and sustainable redevelopment pathways. It draws on population and employment projections, regional industry trends, benchmarking of comparable projects, and direct market sounding with operators and investors.

## Analysis methodology

### Desktop research and data analysis

The study began with a review of regional population, employment, and housing trends across the Northern Rivers, drawing on datasets from the ABS, .id (Informed Decisions), and local planning frameworks. This established the baseline economic and demographic context influencing future land use demand in Ballina and the surrounding region.

### Benchmarking and case studies

Comparable projects across Australia and internationally were analysed to understand how post-industrial or quarry sites have been successfully repurposed into mixed recreation, tourism, or innovation destinations. Each case study provided insight into governance models, staging, market positioning, and the balance between commercial viability and community benefit.

### Market Sounding Exercise

A targeted program of stakeholder engagement was undertaken to test the market appetite for potential future uses at Tuckombil Quarry. This involved interviews and discussions with representatives from:

- Tourism and recreation operators (Destination North Coast, NSW)
- Creative industries (Byron Studios, Arts Northern Rivers, Screenworks)
- Local Councils facilitating comparable projects (Barossa Regional Council)

The market sounding confirmed strong interest in experience-led recreation, creative production, and eco-tourism uses, with lower market support for traditional industrial or residential development. Participants emphasised the importance of flexible staging, public-private partnerships, and early activation through lower-cost, low-impact interventions.

### Synthesis and Demand Analysis

Findings from the data review, benchmarking, and market sounding were integrated to identify demand trends across key sectors—tourism, recreation, creative industries, and community use. This synthesis informed the development scenarios and implementation pathways for the quarry’s adaptive reuse.

## Regional and economic context

Ballina Shire and the broader Northern Rivers region are entering a period of steady but modest growth, with the population expected to rise from 46,000 in 2021 to nearly 60,000 by 2041. The region’s economy is diversifying beyond traditional sectors such as construction, retail, and health care toward creative industries, tourism, and technology. The area’s amenity, lifestyle appeal, and proximity to both the Gold Coast and Byron Bay position it as a hub for talent attraction and small-scale innovation enterprises.

## Key findings

- Tourism and recreation remain key economic drivers, with growing demand for nature-based, wellness, and adventure experiences. The region lacks family-oriented, multi-day recreation destinations in hinterland settings.
- Creative industries and screen production are expanding across the Northern Rivers, supported by the Byron Studios proposal and a strong network of local producers and suppliers.
- Event and cultural spaces are limited in the Ballina–Lismore area, creating opportunities for flexible outdoor venues and community activation.
- Employment trends show a shift toward part-time and knowledge-based work, increasing demand for flexible, collaborative spaces over traditional industrial estates.
- Limited land for innovation and recreation precincts within the Alstonville–Ballina corridor underscores the unique opportunity of the Quarry site.

## Market implications for the site

The analysis indicates a clear opportunity to position Tuckombil Quarry as a regional recreation and creative enterprise hub, combining adventure and eco-tourism with high-amenity work and event spaces. Demand supports a mixed-use model that integrates:

- Adventure and nature-based recreation (e.g. climbing, trails, water-based activities)
- Creative production, education, and studio spaces
- Supporting visitor accommodation and hospitality
- Community and cultural events aligned with local identity

The market evidence demonstrates strong alignment between regional demand trends, Council’s strategic objectives, and the SP4 Enterprise zoning. The Tuckombil Quarry site offers a rare opportunity to create a landmark destination that drives economic diversification, celebrates local creativity, and enhances community wellbeing. Success will depend on careful staging, private sector partnerships, and continued environmental stewardship to deliver a place that is both economically viable and socially valuable for the Ballina region.

# Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis

The SWOT analysis demonstrates that Tuckombil Quarry’s transformation hinges on leveraging its natural character, creative potential, and Council-led control to deliver a distinctive regional destination. The key to success lies in staged implementation, sensitive environmental design, and partnership-based activation that aligns recreation, innovation, and conservation outcomes.

## Strengths

- Large site with ability to stage development across multiple sub precincts
- Within proximity to Alstonville, the Pacific Motorway, and major regional centres (Byron, Lismore, Ballina), the site is well placed to leverage Northern Rivers tourism, creative industries, and lifestyle migration. Accessibility to SEQ day trip market
- Separation from Alstonville residences to minimise land use conflict, but proximity to tap into local labour market
- Council ownership provides flexibility in staging, delivery models, and public-private partnership structures, enabling a balance between community benefit and commercial outcomes.
- Quarry infrastructure (haul roads, power, water) offers a head start for redevelopment.
- The existing SP4 Enterprise zoning enables creative, high-tech, recreation, and community uses, supported by an emerging policy framework for innovation precincts.

## Weaknesses

- C2 Environmental Conservation areas and biodiversity buffers (20 m along Branch Creek; 10 m around significant trees) have a minor impact on development opportunities.
- Historical industrial uses (explosives storage) require risk management. Potential operator resistance to co-locate on site with explosive storage (noting this can be addressed through risk management)
- Limited local labour force is smaller and older compared with regional averages, constraining on-site employment opportunities in emerging sectors.
- Physical constraints in steep quarry walls and water-filled void restrict require further investigation to determine their capacity to accommodate proposed activities.

## Opportunities

- Scope to integrate a range of uses within an overarching arts, creative industries and visitor economy framework can provide a compelling offer
- Ongoing demand from screen industries sector for studio space
- Potential to attract business that may be seeking to vacate Lismore
- Policy support from the Ballina Coast & Hinterland Destination Management Plan
- Learn from examples of successful case studies e.g. Thunderbird Park
- Integrate water usage into unique proposition
- Scope to trial temporary initiatives over time to optimise the land use mix
- Ongoing appetite from Byron Studios to activate the site for arts, creative industries and culture
- Potential for broader market sounding initiative once masterplan has been further refined – use this to stimulate interest

## Threats

- Demand for, and competition at, regional level across most sectors – need to consider market positioning beyond Ballina at regional level
- Creative industries typically looking for low-cost premises – low financial return to Council, with potential ongoing opex requirements
- Lack of sustainable funding to support previous Byron Studios proposal (despite ongoing interest in the site)
- Cost of works to facilitate development vs potential return on investment
- Need to show social value of investment to community and rate payers



## Ballina local economy.

The Ballina Shire economy is experiencing gradual but steady growth driven by population inflows, tourism, health care, construction, and lifestyle migration, supported by its proximity to the Northern Rivers regional centres and South East Queensland. However, it remains relatively small and service-oriented, with limited diversification into emerging industries.

### Population and workforce

- The local population is projected to grow from approximately 46,000 in 2021 to nearly 60,000 by 2041, adding around 640 residents per year.
- In-migration is primarily from Byron Shire and Sydney, offset by some outflows to SEQ and Tweed.
- The labour force participation rate (55.5%) is slightly below the regional NSW average, with higher levels of part-time work (41%) and a larger retiree cohort.
- This demographic structure influences the type of employment and recreation activities that can be supported locally—favouring flexible, seasonal, or lifestyle-oriented roles.

### Industry structure

- The economy is dominated by health care and social assistance, construction, retail trade, education, and tourism services, which together account for most local employment.
- Creative and high-technology industries currently contribute a relatively small share of employment and output but are emerging as growth sectors.
- The region's strong amenity, lifestyle, and connectivity to the Gold Coast and Byron Bay position it well for future expansion of knowledge-based, digital, and creative industries.

### Tourism and visitor economy

- Ballina's visitor economy continues to grow, supported by its airport gateway function, coastal appeal, and regional events calendar.
- Visitor spending increasingly favours experience-based and nature-based tourism, aligning with the quarry site's potential for adventure, recreation, and creative uses.

### Economic opportunities

- The area benefits from proximity to the Northern Rivers innovation network and access to skilled creative talent.
- Strategic focus areas include diversifying employment land, attracting creative and screen production industries, and leveraging eco-tourism.
- The Tuckombil Quarry redevelopment can catalyse new activity by providing flexible, mixed-use enterprise space suited to recreation, creative, and tourism-based enterprises.

# Case study and market insights.

The regional land use demand analysis presented lessons from comparable adaptive reuse and innovation precinct projects, as well as feedback from market participants on the future land use potential for the Tuckombil Quarry site.

## Comparable case studies

The report examines benchmark projects such as repurposed quarries and regional innovation or recreation hubs. Successful precedents share common features — mixed-use activation strategies, early-stage public investment in access and remediation, and partnerships with private operators in tourism, education, or creative industries. They demonstrate how disused industrial land can transition into productive, experience-based destinations when supported by robust governance and clear staging.

## Market sounding

Engagement with developers, tourism operators, and creative industry representatives indicated strong interest in mixed recreation and experience-led opportunities rather than conventional industrial or residential development. There was enthusiasm for flexible, low-impact

tourism, events, and creative production spaces that could leverage the site’s dramatic landscape and proximity to Alstonville and the coastal visitor market. Constraints highlighted by respondents included access, servicing costs, and the need for clear regulatory certainty through the new SP4 Enterprise zoning.

## Sector insights

- Adventure and nature-based tourism remains a high-growth segment across the Northern Rivers, with unmet demand for structured attractions, glamping, and active recreation.
- Creative and digital industries show steady growth regionally, led by Byron Bay and the Gold Coast, suggesting opportunity for spill-over investment if adequate infrastructure and flexible space are available.
- Community and recreation uses—including events, education, and wellness retreats—were identified as compatible interim or complementary uses that could build visitation and identity.

## Overall implications

- The market supports a staged, hybrid development model integrating recreation, creative industries, and environmental tourism, rather than single-use industrial or residential schemes.
- Early activation through temporary or modular uses, strong branding, and partnerships with operators are critical to proving feasibility and long-term economic value.
- The site is large enough and configured to support the staged development of multiple uses, which would benefit from a coherent synergistic strategy to underpin activation and revenue generation.
- The majority of case studies concerning adaptive reuse of quarry sites tended to focus on civic arts and adventure sports activities.
- Arts Northern Rivers has identified regional demand from its members for flexible, modular spaces (100–300 sqm) suitable for rehearsal, fabrication, or collaborative work. They envisage that Tuckombil could fill critical gaps in:
  - Mid-scale production space for artists and creative organisations
  - Residency and retreat model
  - Shared facilities that reduce overheads for independent creatives and incubate new enterprises.
- The emerging Byron Studio concept could potentially occupy part of the site, in tandem with complementary uses. There is however a funding shortfall for capex and opex for this concept at present.

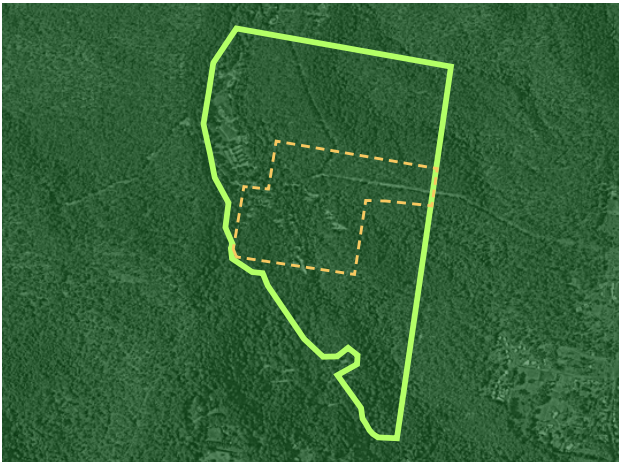
Case Studies.

Thunderbird Park  
Gold Coast.

Thunderbird Park on Tamborine Mountain serves as a valuable precedent for the adaptive reuse of natural and extractive landscapes into thriving adventure-based destinations. Its successful integration of outdoor recreation, eco-accommodation, and tourism infrastructure demonstrates how a former quarry and rural site can be transformed into a sustainable, experience-driven precinct—offering clear parallels for the redevelopment potential of Tuckombil Quarry.

Key features

- 112 hectares;
- Situated in Mount Tamborine – 35km from Gold Coast CBD;
- Adventure activities – canyon flyer zipline, adventure park, junior ropes course, crystal panning, mini golf, pickleball, laser skirmish, bird feeding, rock pools, bush walking, restaurant and café, weddings, conferences;
- Accommodation – on site camping, bush lodges, glamping, and the Cedar Creek Lodges;
- SOL Elemental Spa – wellness retreat;
- Natural attractions – walking trails, Cedar Creek Falls and rainforest connections;
- Onsite dining options – rainforest restaurant and lounge;
- Events and functions – weddings, industry conferences, school camps and team-building exercises.



Quarry Park  
Rocklin, California.

Quarry Park in Rocklin, California, is an exemplary case of transforming a disused granite quarry into a vibrant community and event precinct. Its combination of preserved quarry landscapes, adventure attractions, and civic spaces illustrates how post-industrial sites can be repurposed into multifunctional public destinations—providing valuable lessons for how Tuckombil Quarry can balance recreation, tourism, and community use within a unique natural setting.

Key features

- 2.2 hectares;
- Situated in Rocklin, California;
- Centred around a 60-foot deep, 160-year old granite quarry;
- Adventure activities – rock climbing, free fall, kidz kove, paddle boats, rappel, via ferrata, zip line;
- Accommodation – summer camps;
- Group events – birthdays, school groups;
- Quarry Park Amphitheatre – community gathering space for hosting large events and live concerts throughout the year;
- Day or weekend passes alongside a retail shop for merchandise.





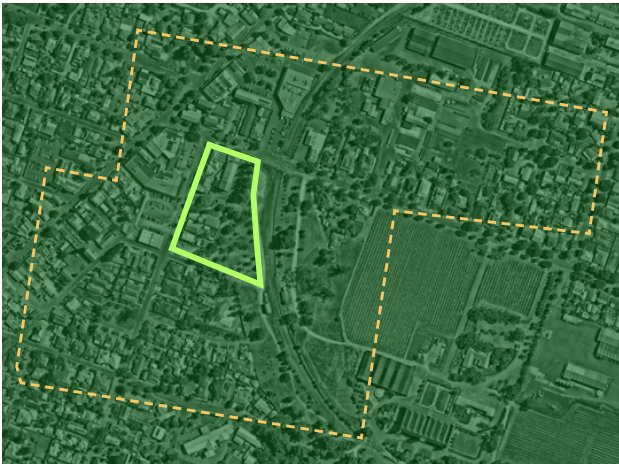
Case Studies.

Barossa Creative Industries Cluster  
South Australia.

The Barossa Creative Industries Cluster in South Australia showcases how regional councils can leverage local talent, heritage, and industry to catalyse a creative economy. Its co-location of arts, digital production, and cultural enterprises within a regional context demonstrates how targeted investment and flexible zoning can foster innovation and employment—offering a relevant model for positioning Tuckombil Quarry as a hub for creative and high-technology industries in the Northern Rivers.

Key features

- 1.5 hectares;
- Masterplan initiative for a cultural hub and creative industry precinct led by the Barossa Council;
- Leveraging the region’s renowned wine, food, attractions and landscape;
- Performance and exhibition spaces;
- Arts studio and workshops;
- Broadcasting and production suites;
- Heritage and music education facilities;
- Residency program;
- Outdoor performance, art and community spaces;
- Involves adaptive re-use and refurbishment of the former Barossa Regional Gallery and Tanunda Soldiers Memorial Hall;
- Set for completion by late 2026 and has secured \$7 million in capital through Federal and State funding.



Ballina Climbing Jungle  
West Ballina, New South Wales

Ballina Climbing Jungle exemplifies the growing demand for active, family-oriented recreation experiences within the Northern Rivers region. As a locally operated, adventure-based attraction, it highlights the market appetite for accessible, safe, and environmentally integrated activity hubs—reinforcing the opportunity for Tuckombil Quarry to evolve as a regional destination for outdoor recreation and adventure tourism.

Key features

- 1,921m2 site;
- Indoor climbing gym within a large industrial shed;
- Located 10km from Tuckombil Quarry;
- Bouldering, rope climbing and kids’ programs;
- Specialised classes including ‘Mums n Bubs’ student night, youth squad and singles night;
- Variety of learning and development classes and birthday party packages;
- Linked to Jungle Ballina Gym.



# Indicative Precinct Scenarios.

Two indicative scenarios have been developed to illustrate the range of potential futures for the precinct. Each balances recreation, creativity, and community benefit in different ways, demonstrating how the site can evolve over time through flexible, low-impact and stageable development. Together, these scenarios highlight the precinct’s versatility and its capacity to deliver enduring value for Council, investors, and the community.



Land use framework

The following land use framework represents an aspirational summary of the land uses and activities that could occur in the precinct. While it is unlikely that all uses will fit on the precinct,

this land use framework provides a direction of travel towards aligning with Council’s vision for the quarry precinct.



Adventure and Active Recreation

Leverage dramatic topography and water to support active and nature-based experiences.

- Zip lines, abseiling, rock climbing, via ferrata (cliff-side climbing)
- Mountain biking trails, pump tracks, hiking and trail running loops
- Kayaking, paddleboarding, open-water swimming in the quarry lake
- Adventure playgrounds, paintball, laser skirmish and obstacle courses
- Day-use visitor facilities (toilets, lockers, first aid, hire centre)



Creative & Cultural Industries

Activate the site through creativity, learning, storytelling, and First Nations cultural expression.

- Artist studios, maker spaces, exhibition spaces, performance areas
- Cultural learning centre and Bundjalung-led storytelling experiences
- Bush tucker gardens and cultural food education zones
- Outdoor galleries, sculpture trails, and temporary installations



Glamping & Nature-Based Accommodation

Provide unique overnight stays that connect people to landscape and activities.

- Eco-cabins, glamping tents, tiny homes, or floating pods
- Minimal-impact bush camping with shared amenities
- Camp kitchens, stargazing decks, fire circles
- Screening and privacy through endemic planting
- Potential for trial-phase pop-ups as part of early activation
- All accommodation typologies have to be “associated” with creative or high-tech industries, or outdoor recreation facilities.



Regeneration and Ecological Education

Position the site as a living classroom of transformation, stewardship and biodiversity.

- Reforestation, wetland regeneration and ecological restoration projects
- Bush tucker and medicinal plant gardens integrated with interpretation
- Guided bush walks and citizen science programs
- School partnerships and tertiary research field stations
- Habitat creation and monitoring (e.g. bird hides, frog ponds)



Wellness and Nature-Based Healing

Deliver immersive wellness and healing experiences rooted in nature and Country.

- Wellness pavilions or studios for yoga, meditation
- Lakeside sauna, cold plunge pools, bush bathing trails
- Quiet walking loops and rest platforms with hammocks or lookouts
- Natural materials, gentle access and design for calm and reflection



Quarry Visitor Events Facilities

Central node for orientation, events, tourism services and social gathering.

- Visitor and interpretive centre (quarry history, ecology, culture)
- Café or food and beverage outlets with lakefront seating
- Event lawn or natural amphitheatre for concerts, performances, outdoor cinema
- Decks and boardwalks with panoramic views over the lake
- Public art, wayfinding and storytelling interventions
- Parking and shuttle/ bus drop-off



Temporary Activation & Test-Bed Zone

Support short-term and flexible interventions during the site’s transition phase.

- Pop-up food vans, artisan markets, mobile wellness offers
- Trial wellness experiences or glamping operators before full rollout
- Outdoor cinema nights, concerts and music events
- Interactive public art, workshops and local business showcases
- Community co-design or consultation events



Support Infrastructure & Site Operations

Enable safe, sustainable, and functional site use.

- Maintenance depots, waste systems, utility infrastructure
- Emergency and service vehicle access

The place opportunity

There is an incredible latent opportunity to leverage the distinctiveness of this site and celebrate the region’s landscape identity and cultural context to create a unique destination – unlike anywhere else in the region. The following strategies represent core outcomes that should be realised as part of the site’s renewal.



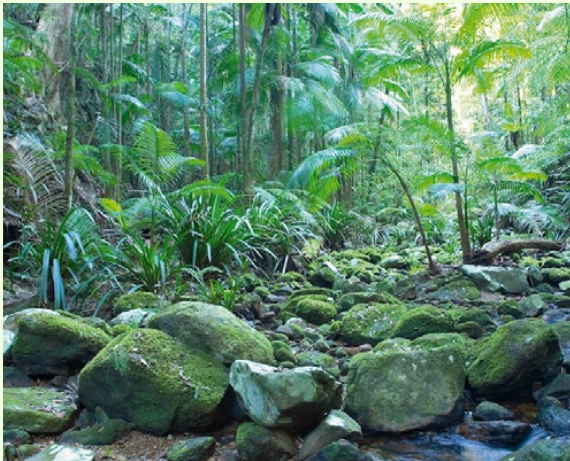
Embrace and Reveal the Natural Beauty of the Site

- Prioritise access to the quarry lake and key view corridors.
- Design with the site’s geology, light, and vegetation patterns in mind to create a deep sense of place.
- Frame moments where natural processes (e.g. water, erosion, regeneration) are visible, celebrating the site’s transition from extraction to regeneration.



Celebrate the Quarry’s Industrial Landscape as a Unique Place-Type

- Retain and adapt key elements of the quarry’s built and landform heritage (e.g. cut faces, ramps, platforms) as design features.
- Use the quarry’s dramatic topography to shape unique visitor experiences (e.g. cliff-edge walks, floating decks).
- Interpret the quarry’s history through signage, storytelling, art, or guided tours to embed the industrial past into the future identity.



Express the Region’s Landscape Character

- Use planting palettes and materiality that reflect the Northern Rivers bioregion.
- Incorporate endemic vegetation and topographic cues in design – e.g. interpretive trails, viewing platforms echoing ridgelines.
- Leverage regional narratives as part of the visitor experience – volcanic landscapes, fertile hinterlands, and biodiversity richness.
- Celebrate ecological restoration of the Branch Creek as a visible and active process – wetlands, reforestation, biodiversity corridors.



Embed Bundjalung Cultural Knowledge and Narratives

- Collaborate with local Indigenous stakeholders and explore opportunities for Indigenous-led design, interpretation, naming, or storytelling embedded across the site.
- Create space for ongoing cultural practices, education, and enterprise (e.g. bush food gardens, walking tours, art installations).
- Reflect Bundjalung concepts of Country in site management and create jobs for local Indigenous workers.



Scenarios overview

Two distinct concept scenarios were developed through an iterative process that built on earlier technical studies, site analysis, and engagement with Ballina Shire Council.

Each option represents a different potential strategic direction for the adaptive reuse of the former quarry — balancing recreation, enterprise and environmental restoration in unique ways.

Scenario 1  
Nature, Recreation & Adventure Hub

Scenario 1, the Nature, Recreation & Adventure Hub, emphasises tourism, outdoor adventure recreation, and eco-accommodation.



- Primary focus**  
Tourism, recreation, and eco-accommodation
- Land use mix**  
Adventure sports, glamping, nature trails, events
- Facilities**  
Zipline, climbing, trails, campground, event lawn, lake access
- User groups**  
Tourists, school groups, local families, outdoor enthusiasts
- Revenue potential**  
Moderate to high (events, accommodation, F&B operators)
- Implementation model**  
Operator-led with Council oversight. Long term lease arrangements likely

Scenario 2  
Active Tourism & Creative Performance Hub

Scenario 2, the Active Tourism & Creative Performance Hub, introduces flexible creative, event and production uses alongside adventure experiences.



- Primary focus**  
Adventure and eco-tourism with commercially viable creative uses and flexible events
- Land use mix**  
Adventure sports, creative spaces, accommodation, flexible event/performance capacity
- Facilities**  
Adventure infrastructure, glamping, studios, event/café node, flexible performance space
- User groups**  
Tourists, creatives, event producers, schools, families
- Revenue potential**  
Moderate – High: multi-stream revenue (tourism, creative leasing, events, seasonal shows)
- Implementation model**  
Public-private delivery with scalable staging and flexible use of public assets







Scenario 1.

Programming

Scenario 1 celebrates the quarry’s dramatic landscape through a diverse mix of outdoor, water-based and nature experiences. Its program is designed to attract families, tourists and local residents alike, combining adventure sports, eco-accommodation, events and conservation to create an active, year-round destination.



Glamping, Camps and Caravans

Embedding a range of family-friendly, low budget accommodation options.



Quarry Exploration

Engage with the water and the landscape and encourage discovery.



Nature-Based Play

Curate an immersive learning experience for families with children.



Conservation

Leverage the natural environment to create moments for reflection and respite.



Scenario 1  
Place Program

Adventure Sports

Elevate experience through a range of exciting activities for all ages.



Water Play

Embedding a diverse suite of water-based experiences centred around the quarry.



Events and Activations

Creating flexible spaces for events and activations.



Hospitality

Unlocking enduring value through food and entertainment.









Scenario 1 – Precedents

Camping and Caravans

**Glamping Accommodation**  
Cockatoo Island



**Location**  
Sydney Harbour

**Typology**  
Small-scale, low cost glamping accommodation for 2-6 people

**Key Elements**  
Shared kitchen / dining pavilion  
Campfire  
Toilets and showers  
Ability to pre-order food

**Caravan Parks**  
Huon Valley Caravan Park



**Location**  
Huon Valley, TAS

**Typology**  
Public campsite

**Key Elements**  
Farm setting  
Large sites  
Amenity block  
Common area

**School Camp**  
Bayview Adventure Camp



**Location**  
Grantville, VIC

**Typology**  
School camp

**Key Elements**  
10-person cabins  
Dining hall  
Commercial kitchen  
Indoor games / recreation shed  
On-side adventure activities  
Archery barn  
Swimming Pool

Quarry Exploration

**Viewing Platforms**  
Path of Perspectives



**Location**  
Nordkette Mountain Range

**Typology**  
Panoramic trail

**Key Elements**  
10 architectural elements along a panoramic trail  
Several viewing platforms  
Seating areas  
Interpretive learning elements  
Public art

**Quarrywalk**  
Chenshan Quarry Garden



**Location**  
Shanghai

**Typology**  
Quarry adaptive reuse

**Key Elements**  
Wooden pathway around quarry edge at water level  
Tunnel cut into rock wall  
Terraces cut into rock wall  
Interpretive learning elements

**Perimeter Discovery Trail**  
Baruwei Loop



**Location**  
Northern Territory

**Typology**  
National park

**Key Elements**  
20km shared trails  
Mountain bike trails  
Adventure tourism

Adventure Sports

**High Ropes and Ziplining**  
Treetop Challenge



**Location**  
Big Pineapple, Sunshine Coast

**Typology**  
Adventure Park

**Key Elements**  
Largest and highest high ropes adventure park in Australia  
140 high ropes challenges  
12 zipline courses  
Range of difficulties

**Rock Climbing**  
Quarry Park Adventures



**Location**  
Rocklin, California

**Typology**  
Adventure Park

**Key Elements**  
Repurposed quarry for adventure park  
Rock climbing  
Ziplining and high ropes course  
Freefall jumps  
Paddleboat rides  
Summer camps

**Skirmish**  
Ultimate Paintball



**Location**  
Camden, NSW

**Typology**  
Skirmish Destination Park

**Key Elements**  
Largest skirmish park in Sydney  
14 themed battlefields  
Picnic areas

Water Play

**Kayaking and Rafting**  
Mead's Quarry Lake



**Location**  
Knoxville, Tennessee

**Typology**  
Repurposed Quarry

**Key Elements**  
Swimming, fishing and paddelling experiences  
Swim platforms

**Swim Platforms**  
Augusta Quarry



**Location**  
Knoxville, Tennessee

**Typology**  
Quarry recreation infrastructure

**Key Elements**  
Floating pathway  
Swim platforms  
Swimming, paddleboarding, and other water activities  
Amenities like a changing room, vendor pavilion, and water bottle refilling

**Inflatable Aqua Park**  
GC Aqua Park



**Location**  
Gold Coast

**Typology**  
Inflatable Aqua Play Equipment

**Key Elements**  
Inflatable slides  
Obstacle courses  
Balance and agility elements  
Inflatable ramps and jumps  
Climbing walls and platforms



Scenario 1 – Precedents

Nature-Based Play

Exploratory Nature Play  
Lizard Log



**Location**  
Western Sydney  
Parklands

**Typology**  
Nature playground

**Key Elements**  
Events and entertainment  
Pavilion and amphitheatre  
Nature playground  
Picnic shelters  
Electric and coal barbecues

Immersive Nature Play  
Wildplay



**Location**  
Centennial Parklands,  
Sydney

**Typology**  
Nature play

**Key Elements**  
Climbing treehouse  
Artesian water basin  
Bamboo tunnel  
Swing bridge

Regional Destination Park  
Cooroy Hinterland



**Location**  
Noosa

**Typology**  
Adventure playground

**Key Elements**  
Nature-based play  
Water and rock play  
Inclusive flying fox  
Sand pit  
Sensory garden  
Barbecue and picnic settings

Conservation

New Experiences and Perspectives  
Daintree Dsiccovery Centre Walks



**Location**  
Cairns

**Typology**  
Rainforest Experience

**Key Elements**  
23m tall canopy tower  
11m high, 125m long  
treetop walkway  
Life-sized dinosaur  
replicas  
Bushtucker trail  
Interpretive learning  
centre

Education and interpretation  
Scenic Reserve



**Location**  
Mary Cairncross Scenic  
Reserve, Maleny

**Typology**  
Adaptive Conservation

**Key Elements**  
Remnant subtropical  
rainforest  
Rainforest Discovery  
Centre  
Picnic tables, seating  
and barbeques  
Views of the Glass  
House Mountains

Movement and Exploration  
Tower Hill Wildlife Reserve



**Location**  
Great Ocean Road,  
Victoria

**Typology**  
Wildlife reserve

**Key Elements**  
Boardwalk trails  
Scenic climbs  
Lookout points  
Natural bushland  
Wildlife and bird  
watching  
Tower Hill Visitor Centre

Events and Activations

Farmers Market  
Davies Park Markets



**Location**  
Brisbane

**Typology**  
Temporary Market

**Key Elements**  
Range of produce and  
products  
Live music  
Public amenities  
Weekly market

Quarry Light Shows  
InterContinental Shanghai



**Location**  
Shangai

**Typology**  
Hotel Experience

**Key Elements**  
Lasers and projectors  
used to create light  
shows on quarry rock  
walls  
InterContinental  
Shanghai built into  
adjacent quarry

Concerts and Performances  
Dalhalla



**Location**  
Sweden

**Typology**  
Permanent Outdoor  
Amphitheatre

**Key Elements**  
4,000 seat capacity  
Integrated lighting  
Dining options

Hospitality

Brewery With a View  
Dirt Farm Brewing



**Location**  
Bluemont, Virginia

**Typology**  
Brewery / Entertainment  
Venue

**Key Elements**  
Expansive patio  
oriented to valley views  
Farm-to-pint brewing  
through growing  
ingredients  
food truck activations  
during large events  
Live music and events

Wedding Venue & Function Centre  
The Quarry Amphitheatre



**Location**  
Perth

**Typology**  
Wedding and Function  
Venue

**Key Elements**  
Restaurant  
Private dining  
Weddings and  
celebrations  
Corporate events  
Seasonal program

Quarry Lake Cafe / Restaurant  
The Quarry

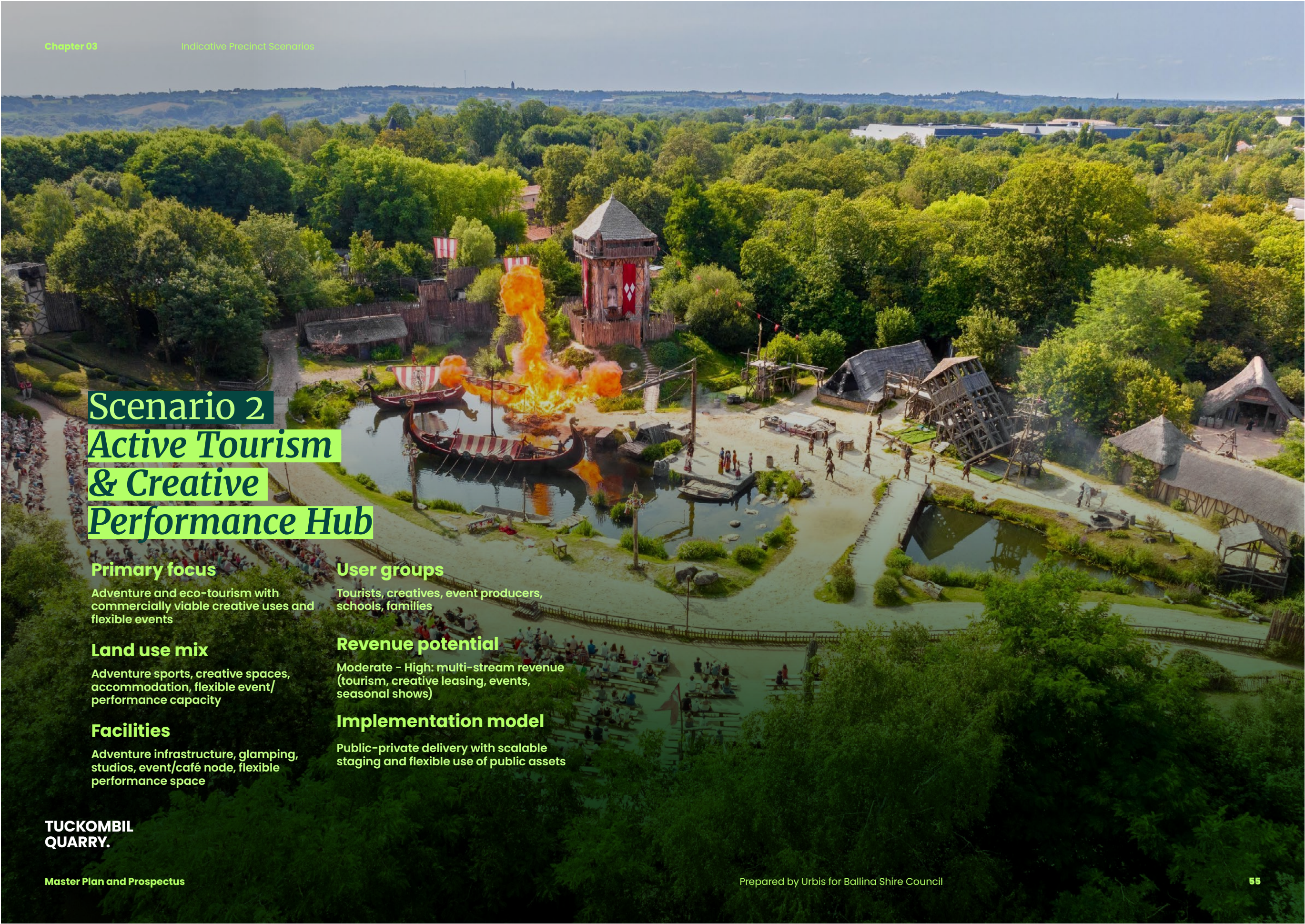


**Location**  
Monroe, Michigan

**Typology**  
Restaurant in Quarry  
Setting

**Key Elements**  
20km shared trails  
Mountain bike trails  
Adventure tourism





Chapter 03

Indicative Precinct Scenarios

**Scenario 2**  
**Active Tourism**  
**& Creative**  
**Performance Hub**

**Primary focus**

Adventure and eco-tourism with commercially viable creative uses and flexible events

**Land use mix**

Adventure sports, creative spaces, accommodation, flexible event/performance capacity

**Facilities**

Adventure infrastructure, glamping, studios, event/café node, flexible performance space

**User groups**

Tourists, creatives, event producers, schools, families

**Revenue potential**

Moderate - High: multi-stream revenue (tourism, creative leasing, events, seasonal shows)

**Implementation model**

Public-private delivery with scalable staging and flexible use of public assets

**TUCKOMBIL**  
**QUARRY.**

Master Plan and Prospectus

Prepared by Urbis for Ballina Shire Council

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Scenario 2.

Programming

Scenario 2 combines adventure and eco-tourism with spaces for creativity, performance and events. Its program is designed to support a vibrant mix of recreational activity, cultural expression and enterprise, positioning the quarry as a dynamic destination for both visitors and local creators.



**Glamping and Villas**  
Embedding a range of family-friendly accommodation options.



**Quarry Exploration**  
Engage with the water and the landscape and encourage discovery.



**Creative Industries**  
Embedding facilities and infrastructure to empower the region's creative community.



**Conservation**  
Leverage the natural environment to create moments for reflection and respite.



**Adventure Sports**  
Elevate experience through a range of exciting activities for all ages.



**Water Play**  
Embedding a diverse suite of water-based experiences centred around the quarry.



**Performance and production**  
Creating a destination for live entertainment and associated production.



**Hospitality**  
Unlocking enduring value through food and entertainment.









Scenario 2 – Precedents

Glamping and Villas

**Glamping Accommodation**  
Habitat Noosa Everglades Ecocamp



**Location**  
Great Sandy National Park

**Typology**  
Unpowered and powered sites  
Safari and glamping tents

**Key Elements**  
Deck and firepit  
Walking trails  
Watercraft hire  
Firepit

**Glamping Accommodation**  
Nightfall Camp



**Location**  
Scenic Rim

**Typology**  
Safari tents

**Key Elements**  
Glamping  
Walking tracks  
Yoga  
Firepit

**Eco Villas**  
Sandstone Point Holiday Resort



**Location**  
Sandstone Point

**Typology**  
Holiday park  
Overwater and eco villas  
Glamping, camping and caravan sites

**Key Elements**  
Pool and swim up bar  
Standstone lagoon  
Sunset deck and restaurant  
Firepit and camp kitchens  
Tennis and basketball courts  
Nature and pump tracks

Creative Industries

**Low-Scale Workspace**  
Habitat Byron



**Location**  
North Byron

**Typology**  
Commercial / Retail  
Mixed Use Precinct

**Key Elements**  
Small-scale commercial workplace tenancies for sole traders and SMEs  
Ability to active ground floor with retail

**Artist Studio / Workshop**  
Wonder Cabinet



**Location**  
Bethlehem, Palestine

**Typology**  
Creative Studios

**Key Elements**  
Small-scale, low cost spaces for artists and creative residencies  
Co-working spaces for producers and designers  
Larger flexible space for gallery exhibitions, events and activations

**Rehearsal / Performance Space**  
QUT Creative Industries Precinct



**Location**  
Brisbane

**Typology**  
Tertiary Education Building

**Key Elements**  
Range of performance and rehearsal spaces  
Integrated kitchens and amenities  
Adjoining informal spaces and circulation spaces for 'creative collisions'

Performance and Production

**Live Performance Destination**  
Puy Du Fou



**Location**  
Les Epesses, France

**Typology**  
Historical Theme Park

**Key Elements**  
Major theme park with 26 historically-themed performances  
A range of on-site accommodation options

**Production Facilities**  
Byron Studios



**Location**  
Northern Rivers

**Typology**  
Sound Stage and Production Facilities

**Key Elements**  
Sound stage  
Production facilities  
Workshop space

**Supporting Infrastructure**  
Brisbane Showgrounds Plaza



**Location**  
Brisbane

**Typology**  
Flexible Plaza

**Key Elements**  
Flexible plaza space to support events  
Enabling infrastructure to support ticketing and supporting functions  
Capacity for retail, food and beverage activation

Public Art

**Sculptures**  
Jackalope



**Location**  
Mornington Peninsula

**Typology**  
Hotel and winery

**Key Elements**  
Vineyard and boutique winery  
Culinary experiences and private events  
Art and installations

**Indigenous Art Trail**  
Armadale Bush Arts Trail



**Location**  
Armadale

**Typology**  
Seasonal public art event

**Key Elements**  
Ephemeral, low impact artworks appropriate for conservation areas  
Community collaboration  
Accessible trail  
Education elements

**Temporary Installations**  
SOS Swimmers



**Location**  
Worcester, UK

**Typology**  
Temporary installation in Lake

**Key Elements**  
Rolling program of installations drives tourism

# Implementation & Staging.

Realising the Tuckombil Quarry’s potential will require a staged, adaptive approach that builds momentum while managing risk.

This chapter outlines a framework for how activation of the site could unfold over time — beginning with low-cost, high-impact initiatives that signal change and attract partners, before evolving into more substantial investment and long-term operations.



# Implementation Strategies

The following opportunities and strategies outline a staged approach to realising the potential of the precinct, beginning with low-impact, low-cost flexible uses that build identity and community engagement early,

while progressively scaling infrastructure, accommodation and programming in response to demand, partnerships and funding availability.



## Early Activation Through Low-Impact, High-Experience Uses

- Prioritise guided adventure activities (e.g. climbing, abseiling, trail running, kayaking) that use the quarry’s natural features and require minimal built form.
- Enable event-based activations such as wellness retreats, art events, outdoor cinemas or live music that rely on temporary infrastructure (e.g. marquees, staging, food trucks).
- Launch with mobile or pop-up offerings — such as local food and beverage vendors, artist residencies, or cultural workshops — to test demand and build local momentum.
- Use the distinct visual identity of the site (e.g. quarry lake, cliffs, views) to establish a strong early-stage brand that doesn’t rely on full development.



## Scalable Accommodation Strategy Aligned with Demand

- Begin with low-impact camping infrastructure (e.g. marked tent sites, composting toilets, water tanks) to activate overnight use with minimal investment.
- Introduce semi-permanent glamping (e.g. safari tents, bell tents on platforms) as early demand grows, focusing on lakefront or elevated view sites.
- Progress to cabins or tiny homes with shared amenities, using modular, off-grid construction to retain flexibility and minimise environmental disturbance.
- Design the site to accommodate higher-end accommodation options (e.g. eco-lodges or wellness resorts), with access, privacy, servicing and view corridors pre-considered.



## Stageable Infrastructure to Support Long-Term Growth

- Invest early in core shared infrastructure (e.g. access roads, fire trails, power, water, and waste systems) that can support staged accommodation and recreation uses.
- Incorporate on-site reuse of overburden material to form terraces, platforms or access routes that enable staged delivery of accommodation and viewing areas.
- Ensure early installations (tracks, services, trails) are designed to avoid future rework and align with the long-term site layout.



## Sustainable Landscape & Cultural Integration

- Prioritise revegetation using endemic and culturally significant species, including bush tucker plants that support Indigenous interpretation and site identity.
- Develop early-stage bush tucker gardens or cultural walk trails to provide accessible, low-impact visitor experiences and reinforce the landscape narrative.
- Integrate passive landscape features like lookouts, landings and water access points as part of early interventions to enhance site engagement.



## Partnerships, Programming and Community Engagement

- Establish partnerships with adventure, wellness and creative industry operators to deliver site activations without major built infrastructure.
- Use camping and early accommodation zones as platforms for programming — such as night hikes, midnight cinema, stargazing and artist talks.
- Engage local creatives, tourism businesses and schools to trial pop-up events and experiences, building community ownership.
- Use early activations to test operational models and inform the governance and leasing frameworks for longer-term site use.

Scenario 1 Initial Stages  
Nature, Recreation &  
Adventure Hub

The initial staging of Scenario 1 seeks to deliver an accessible, low-impact activation of the former quarry as a regional recreation and adventure destination, guided by principles of affordability, adaptability and progressive

Strategic Approach

- Stage works to suit funding availability and operator partnerships, starting with temporary and modular structures that can evolve over time.
- Use existing road alignments, utilities, car parks and hardstand areas to minimise new infrastructure costs.
- Early emphasis on safe, managed access, signage, and a modest visitor facility to shift community perception from disused quarry to public asset.

Early Activation Priorities

- Formalise entries, improve internal circulation and install safety fencing and wayfinding along existing roads.
- Introduce scalable facilities such as walking trails, climbing walls on existing rock faces, and temporary zipline or ropes courses using modular systems.
- Establish informal sites and infrastructure for temporary accommodation such as caravans and camp sites.
- Trial floating or inflatable water-based play elements within the quarry lake, supported by temporary decking and picnic infrastructure.
- Host seasonal events, markets and community open days on existing hardstands to generate awareness and user testing.

activation. Implementation should focus on early, catalytic moves that establish a clear public identity for the site while minimising capital exposure and environmental disturbance.

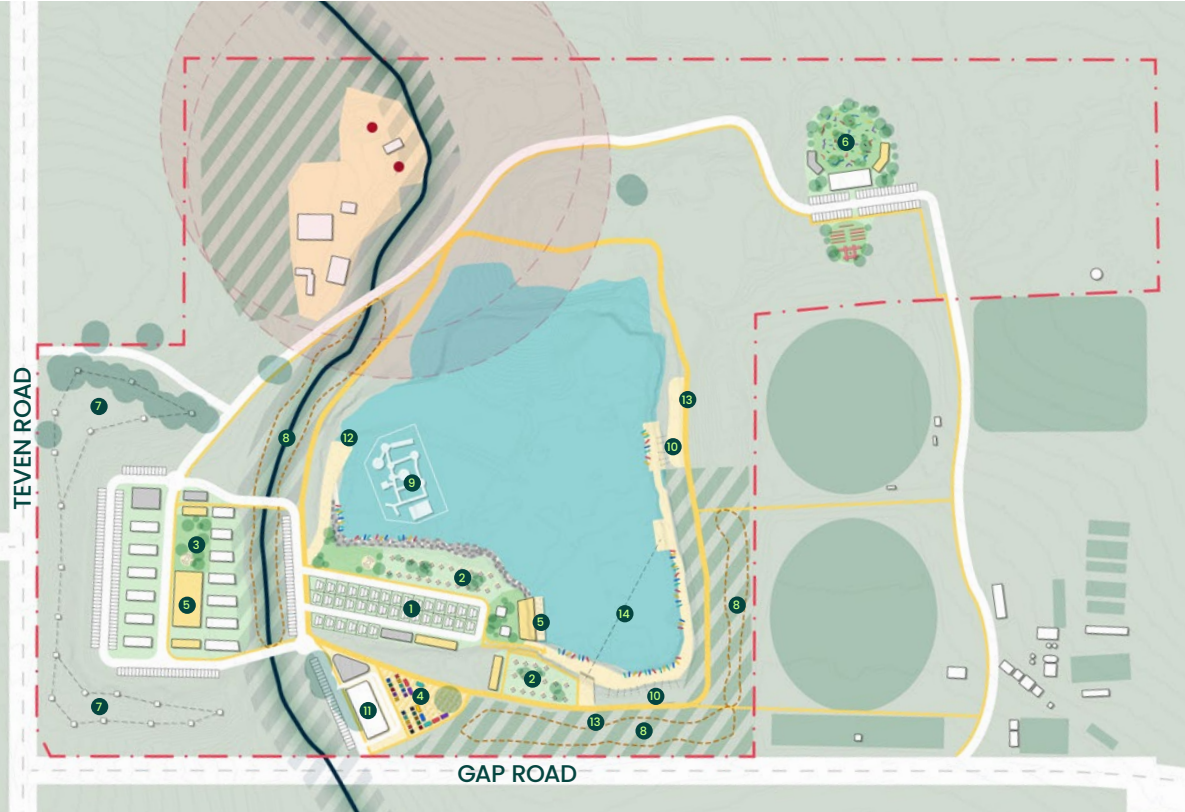
- Progressive revegetation of disturbed edges using local species to improve amenity and biodiversity without significant capital cost.

Medium-Term Transition

- Upgrade temporary facilities to more permanent structures (visitor hub, amenities, food & beverage elements) as visitation stabilises.
- Introduce more permanent eco-cabins or glamping tents in previously disturbed areas serviced by existing utilities.
- Partner with schools and community organisations to establish camps and nature-based learning programs, reinforcing local stewardship.

Governance and Funding

- Council retains land ownership and curates partnerships through expressions of interest for site activators.
- Encourage operator contributions to capital works in return for medium-term leases.
- Target state and federal recreation, tourism, and regional recovery funding streams for enabling infrastructure and accessibility upgrades.



Primary pedestrian network	1 Caravan park	8 Bushwalk / art trail
Quarry pedestrian network / public realm	2 Glamping	9 Inflatable aqua park
Communal facilities	3 School camp	10 Rock climbing
Maintenance / storage facilities	4 Event plaza	11 Visitor centre / admin facilities
Car parks	5 Communal facilities	12 Boat ramp
Social / gathering space	6 Skirmish park	13 Viewing platform
	7 High ropes course	14 Zipline



Scenario 2 Initial Stages  
Active Tourism & Creative  
Performance Hub

The initial staging of Scenario 2 positions the site as a hybrid tourism and creative industries precinct, blending adventure, performance, and production within a uniquely scenic landscape. Implementation should focus on scalable,

low-risk initiatives that activate the site’s dual identities—adventure and creativity—using existing infrastructure and early partnerships to attract private investment.

Strategic Approach

- Focus on pilot-scale activations—temporary performance events, outdoor installations, and pop-up creative studios—that demonstrate viability without major capital works.
- Utilise existing quarry buildings, haul roads, and hardstands as flexible shells for storage, and event operations, minimising construction cost and environmental impact.
- Encourage local creative operators, event producers, and adventure businesses to co-locate under short-term licence arrangements, generating activity and brand recognition.
- Target early public access and utility upgrades to support future expansion of both creative and adventure infrastructure.

Early Activation Priorities

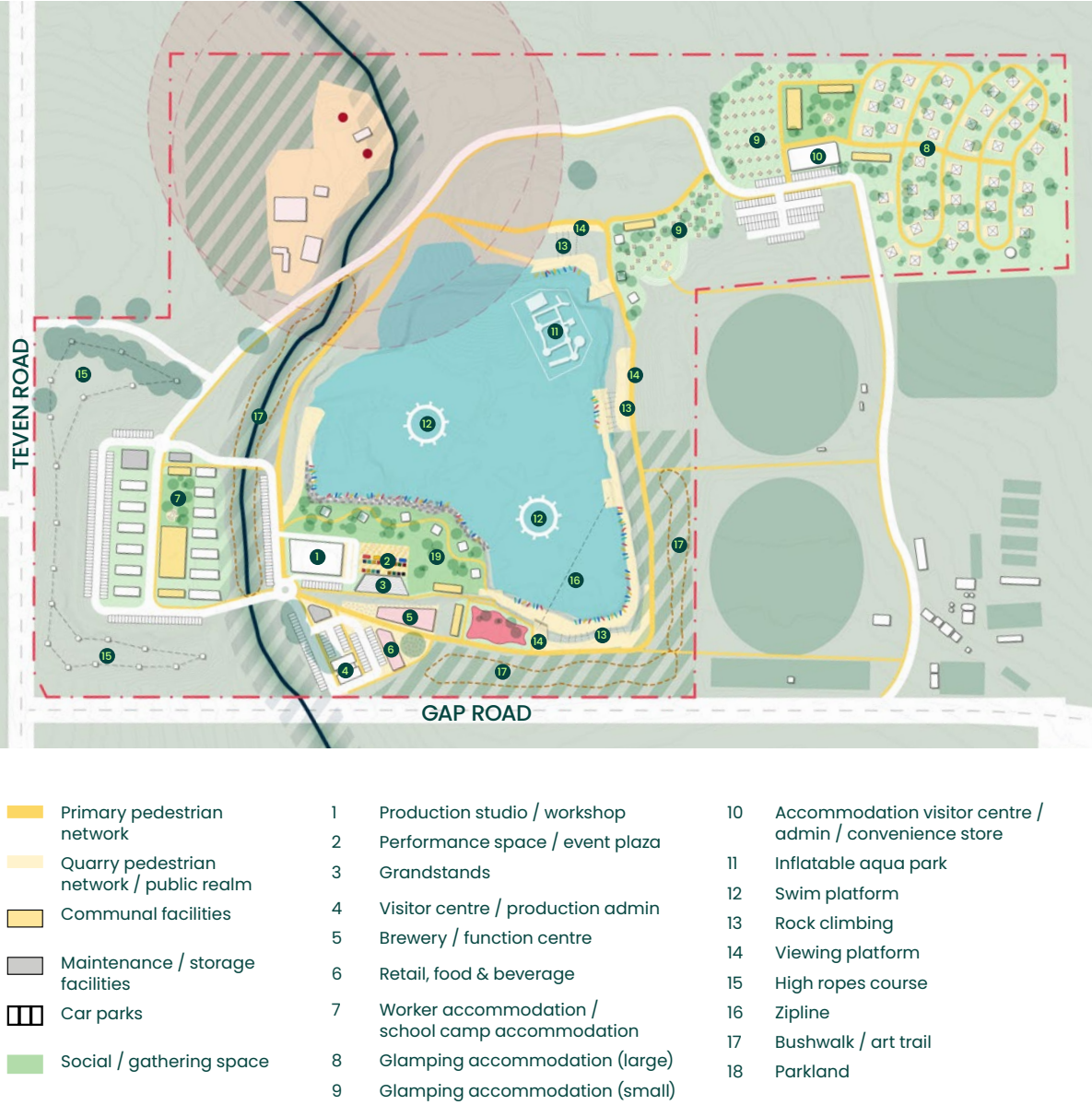
- Trial outdoor performances, projection nights, and creative workshops using existing flat pads.
- Provide low-cost storage, lighting, and staging infrastructure to enable recurring cultural programming.
- Partner with commercial operators to install modular adventure elements such as zipline towers or climbing courses using temporary footings.
- Minor safety works, lighting upgrades, and power connection to enable events and creative use.

Medium-Term Transition

- Introduce lightweight structures as shared studios, rehearsal, or maker spaces supporting creative industries linked to film, design, or performance.
- Develop a small café/bar overlooking the quarry lake to support ongoing activation and tourism.
- Introduce eco-cabins or glamping for visiting artists, production crews, and adventure tourists, enabling multi-day stays.
- Position the precinct as a flagship regional destination for “creative adventure,” linking to the Northern Rivers’ cultural tourism network.

Governance and Funding

- Council provides land access and enabling infrastructure; private operators or creative enterprises contribute to fitout and activation.
- Blend event hire, lease income, adventure operations, and food & beverage offerings to reinvest in site improvements.
- Pursue cultural infrastructure, regional tourism, and creative industries funding to support early adaptive reuse projects.



Prepared by Urbis for Ballina Shire Council



# Planning and Technical Confidence.

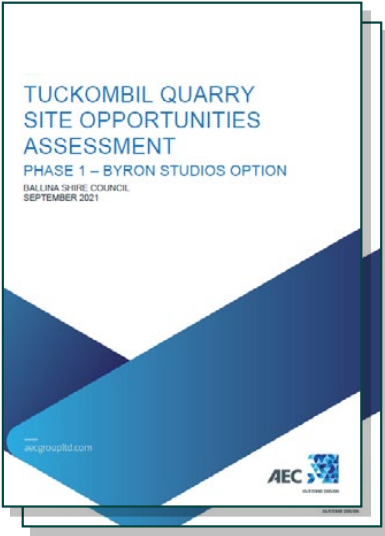
The Tuckombil Quarry is one of the most thoroughly investigated and strategically prepared redevelopment opportunities in the Northern Rivers. Supported by a completed Planning Proposal (PP-2023-1569) and rezoning to SP4 Enterprise, the site now benefits from a robust planning framework that enables a broad mix of creative, recreational, and high-technology uses.

This chapter summarises the extensive suite of technical studies undertaken — including biodiversity, contamination, noise, traffic, and land use compatibility assessments — which collectively confirm the site’s readiness for investment and adaptive reuse.

Together, these investigations provide Council and prospective partners with a high degree of confidence in the site’s environmental performance, infrastructure capacity, and development feasibility, laying the foundation for a streamlined approvals process and successful future delivery.

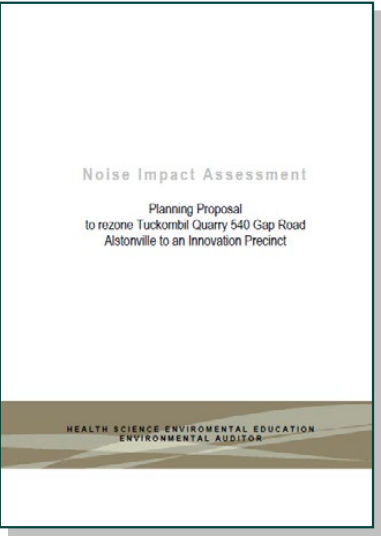
Key technical studies.

Tuckombil Quarry Site Opportunities Assessment – Phases 1 & 2 Reports by AEC Group, 2021



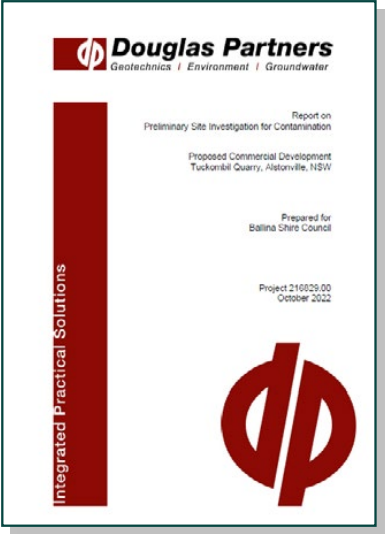
The Site Opportunities Assessments were prepared to identify viable future uses for the disused quarry. Phase 1 assessed a proposal by Byron Studios to establish a film and production hub, finding it technically feasible, financially positive, and socially beneficial, with an estimated \$6.2 million net benefit over 50 years. The study highlighted risks related to rezoning, geotechnical stability, and coexistence with existing tenants, but concluded the project would create jobs, reduce amenity impacts, and align with community expectations. Phase 2 expanded the analysis to include alternative land uses—public recreation, adventure tourism, and technology/light industry—using a multi-criteria framework developed with Council. It found public recreation delivered the greatest community benefit, adventure tourism offered the most balanced mix of outcomes, and Byron Studios provided the strongest economic case and private investment potential. The reports collectively recommended further feasibility testing, ranking the preferred options as 1. Byron Studios, 2. Adventure Tourism, and 3. Public Recreation, positioning the site for adaptive reuse that balances economic, environmental, and social outcomes.

Noise Impact Assessment by Tim Fitzroy & Associates, 2023



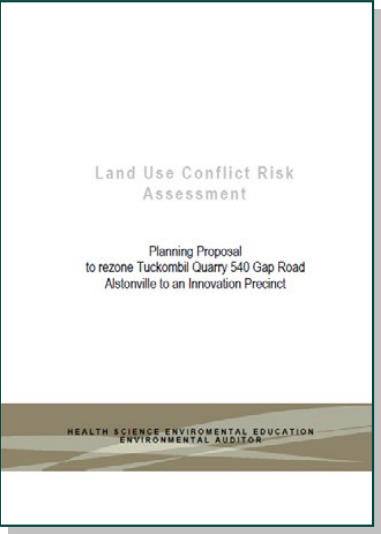
The Noise Impact Assessment prepared evaluates the potential acoustic impacts associated with the proposed rezoning and future development of the Tuckombil Quarry site for creative industry, high technology, recreation and community uses. The assessment found that background noise levels in the surrounding area are generally low, reflecting the site’s semi-rural character and proximity to residential areas on the edges of Alstonville. Modelling of potential future activities—such as filming, events, or outdoor recreation—indicated that with appropriate design and management, noise emissions can be maintained within the limits set by the NSW EPA’s Noise Policy for Industry (2017). The report recommends maintaining suitable buffers between active use areas and nearby residences, orienting noise-generating activities away from sensitive receivers, and managing operational hours to minimise disturbance. Overall, the assessment concludes that the proposed SP4 Enterprise uses are acoustically feasible and can coexist with surrounding land uses through standard mitigation measures and good acoustic design.

Preliminary Site Investigation for Contamination by Douglas Partners, 2022



The Preliminary Site Investigation for Contamination assessed the environmental condition of Lot 22 at the former Tuckombil Quarry to inform its rezoning and potential redevelopment for high-technology and community uses. The investigation included a review of site history, aerial imagery, soil and surface water sampling, and laboratory testing across 23 boreholes and seven water points. Results showed no broadscale contamination or asbestos, and only minor exceedances for metals and hydrocarbons in isolated samples, with surface water requiring treatment before any discharge. Potential contamination risks were limited to historic quarry activities and adjacent leased areas previously used for asphalt production and explosives storage. The report concludes that the site is suitable for rezoning to SP4 Enterprise, subject to standard environmental management practices, appropriate handling of any unexpected finds during works, and continued monitoring of water quality and soil conditions during future development.

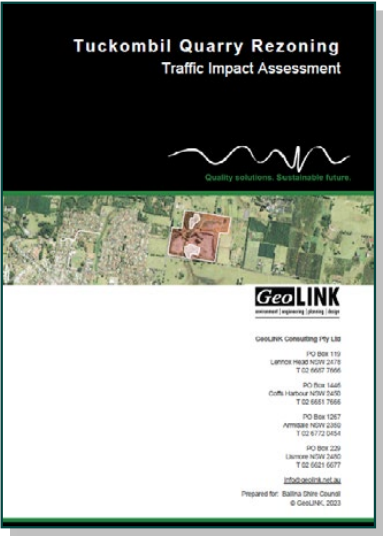
Land Use Conflict Risk Assessment by Tim Fitzroy & Associates, 2023



The Land Use Conflict Risk Assessment evaluates potential conflicts between the proposed Innovation Precinct at the Tuckombil Quarry and surrounding agricultural and residential activities. The assessment considered risks related to noise, biosecurity, spray drift, biodiversity, and the ongoing operations of Ron Southon Pty Ltd, which stores and manages explosives under licence. Through desktop analysis, site inspections, and stakeholder consultation, the LUCRA found that the proposed rezoning to SP4 Enterprise would be broadly compatible with neighbouring land uses, provided appropriate buffers and management controls are applied. Key mitigation measures include maintaining a 68-metre safety buffer around the explosives area, managing interface vegetation to reduce spray drift, and ensuring access and drainage do not disrupt adjoining farms. The report concludes that with these controls in place, the proposed creative, high-technology and recreation uses can coexist safely and harmoniously within the surrounding rural landscape.

Key technical studies.

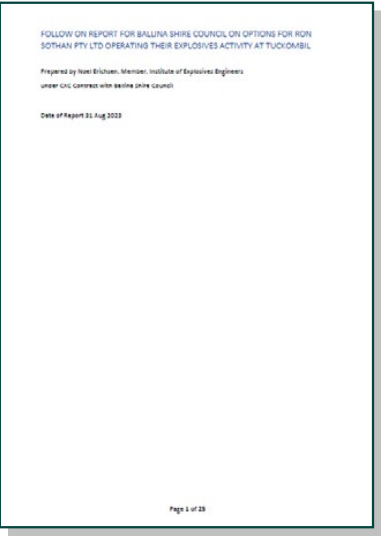
Traffic Impact Assessment by GeoLINK, 2023



The Traffic Impact Assessment assesses the potential transport and access implications of rezoning the Tuckombil Quarry to SP4 Enterprise to enable creative industry, high-technology, recreation and community uses. The study reviewed existing traffic conditions on Gap Road and Teven Road, noting that current volumes are low and dominated by local residential and light industrial traffic. The assessment modelled future trip generation scenarios for likely land uses, including film studios, events, and tourism activities, and found that anticipated increases in vehicle movements could be

accommodated within the existing road network without requiring major upgrades. Recommendations include improving site access geometry and sightlines on Gap Road, providing adequate on-site parking and turning areas, and establishing separate access arrangements for any remaining industrial or storage uses. The report concludes that the rezoning and subsequent development are traffic-feasible, with manageable impacts subject to standard access design and staging considerations.

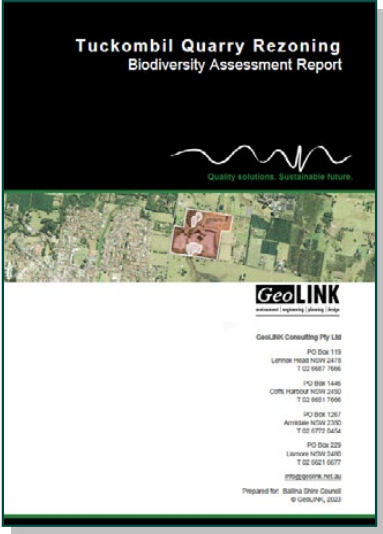
Phase 2 BSC Risk Assessment Report by Noel Erichsen of Erichsen Contracting, 2023



The Phase 2 BSC Risk Assessment Report assessed how Ron Southon Pty Ltd's explosives operations could safely coexist with future redevelopment of the Tuckombil Quarry. The review compared the operator's Minimum Viable Capability (MVC) with relevant explosives safety standards and identified that continued on-site manufacture and storage of ammonium nitrate prill (ANP) and ammonium nitrate emulsion (ANE) would require buffer distances that severely restrict redevelopment, making the two uses incompatible.

A non-manufacturing option—relocating ANP and ANE activities off-site while retaining limited explosives storage, workshop, and administration—was found to achieve compliance and maintain acceptable safety levels. This would enable most of the site (excluding a small buffer zone) to be redeveloped while supporting a reduced on-site business presence. The report concluded that this option provides a balanced, compliant, and practical pathway for coexistence between industrial safety and future mixed-use development.

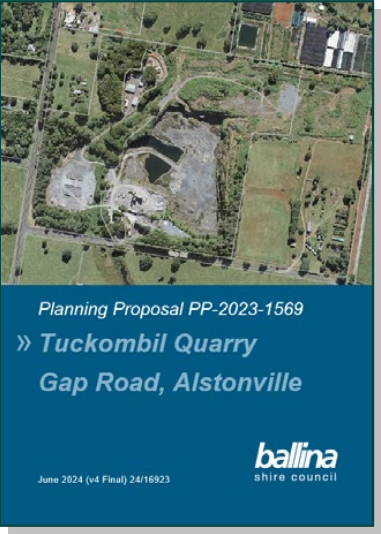
Biodiversity Assessment Report by GeoLINK, 2023



The Biodiversity Assessment Report identifies the key environmental values and ecological constraints of the Tuckombil Quarry site to inform its rezoning to SP4 Enterprise and C2 Environmental Conservation. The study found that much of the 23-hectare site is highly disturbed, with vegetation dominated by exotic grasses and ornamental plantings, though patches of degraded Lowland Rainforest in the NSW North Coast and Sydney Basin Bioregion (an Endangered Ecological Community) remain. The site supports Branch Creek, which flows south-north through the property and connects to

Maguires Creek, as well as two vulnerable tree species — Durobby (*Syzygium moorei*) and Rough-shelled Bush Nut (*Macadamia tetraphylla*). While no significant fauna habitat was identified, the site may support locally occurring threatened species. The report recommends protection of all C2-zoned land, a 20-metre buffer along Branch Creek, and 10-metre buffers around significant trees, allowing only low-impact uses such as trails or interpretive elements. It concludes that, with appropriate management and avoidance of clearing, future development can proceed with minimal ecological impact.

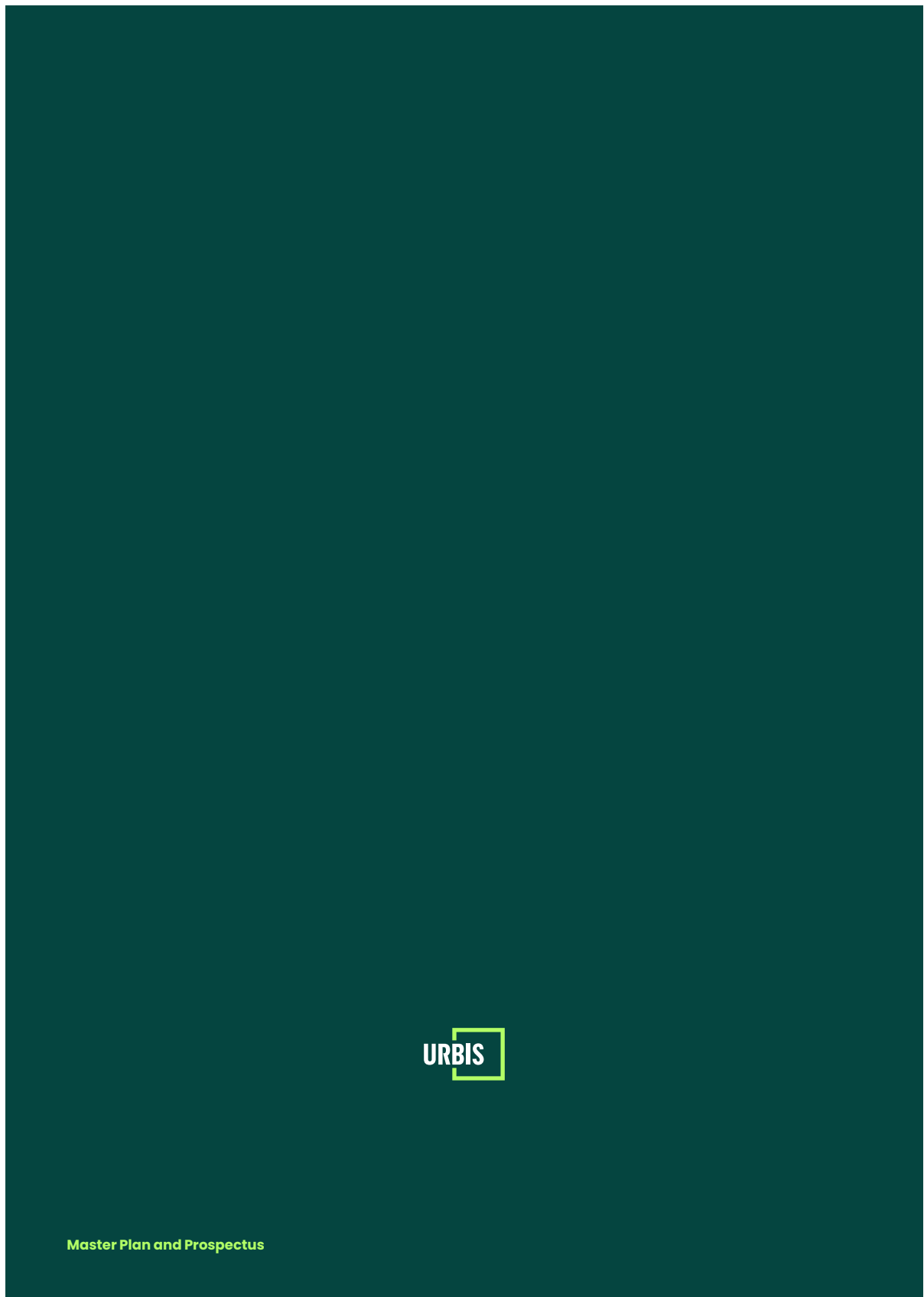
Planning Proposal (PP-2023-1569) by Ballina Shire Council, 2024



The Planning Proposal (PP-2023-1569) seeks to rezone the former Tuckombil Quarry from its legacy 1(e) Rural (Extractive and Mineral Resources) zoning to SP4 Enterprise and C2 Environmental Conservation. The amendment aims to enable a mix of creative industry, high-technology, recreation and community uses while protecting areas of ecological and landscape value. The proposal follows detailed technical studies addressing biodiversity, traffic, contamination, noise, and land use compatibility, all confirming the site's suitability for adaptive reuse. It also outlines

the historical context of quarry operations, the expiration of existing leases, and Byron Studios' proposal for a film and creative precinct as a potential catalyst use. The document concludes that the rezoning aligns with regional planning priorities, supports economic diversification, and provides a framework for future master planning that balances innovation, environmental stewardship, and community benefit. The rezoning was finalised in June, 2024.

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Master Plan and Prospectus