



Memorandum of Understanding

Sustainable Councils and
Communities Program

**NSW Office of Environment and
Heritage**

and

Nambucca Shire Council

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MOU Details		
OEH	Name	The Crown in right of the State of New South Wales acting through the Office of Environment and Heritage
	ABN	30 841 387 271
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OEH Contact Person		Name: Mark Squires Position: Senior Team Leader Telephone: (02) 4927 3148 Email: mark.squires@environment.nsw.gov.au
Council	Name	
	ABN	
	Address	
Council Contact Person		Name: Position: Telephone: Email:
Program		Sustainable Councils and Communities Program
Start Date of the MOU		The date both parties sign the agreement.
Schedules		A. OEH's commitments B. Council's commitments

The parties agree as follows:

1. Purpose

- 1.1. The purpose of the Memorandum of Understanding (MOU) is to set out how the Office of Environment and Heritage (**OEH**) and Nambucca Shire Council (**Council**) will work together for the Sustainable Councils and Communities Program (the **Program**).

2. Term of the MOU

- 2.1. This MOU starts on the date when both parties sign the agreement and continues until terminated by a party giving at least 3 months written notice to the other party.

3. Introduction

- 3.1. The Program is a four-year program to provide focused and fast-tracked NSW Government support to Council's Local Government Areas (**LGA**). The Program will identify and deliver a tailored package of energy and resource efficiency data analysis and project scoping. This will result in the Council being 'investment ready' for upgrade and efficiency works. It will also build the capacity of Council staff to implement additional upgrades and or efficiency projects.
- 3.2. The Program will service both the Council and its community and bring together all of the government resource efficiency programs from the Climate Change Fund (**CCF**), including business training, lighting upgrades, appliance replacement offers and upgrades to social housing. The Program will combine and tailor these programs to suit local needs and deliver significant savings to the Council and its communities and will also allow flexibility and integration of future CCF programs.
- 3.3. OEH will work closely with the Council and community to:
 - (a) access and analyse appropriate data; and
 - (b) plan and prioritise upgrade projects to facilities.

OEH will also assist the Council in identifying alternative funding sources for these upgrades such as the Clean Energy Finance Corporation (**CEFC**).

4. Objectives of the Program

- 4.1. The parties acknowledge the Program will have the following objectives:
 - Council will better understand its energy management and become 'investment ready' for priority energy reduction and efficiency projects.
 - Businesses, households and community groups will benefit from lower power bills, increased energy efficiency and reduced carbon emissions.
 - Improved access, participation and ownership of NSW resource efficiency programs that are flexible and tailored to meet the needs of the Council and its communities.

- Regional communities will have the knowledge and capability to lead and achieve local energy efficiency outcomes.

5. Key Principles of the MOU

5.1. The parties agree:

- to work cooperatively to deliver the agreed objectives for the Program;
- to work in a respectful manner where differing views occur;
- to work within their respective governance frameworks; and
- to act in a timely and transparent manner in all aspects of the delivery of the Program.

6. OEH's Contributions under the MOU

6.1. The parties agree that OEH will provide the support specified in Schedule A to Council.

7. Council's Contributions under the MOU

7.1. The parties agree that Council will provide the contributions specified in Schedule B to OEH.

8. Privacy

8.1. The parties must comply with all applicable privacy laws.

9. Confidentiality

9.1. A party must not disclose to third parties, or use for any purpose (other than under this MOU) any Confidential Information of the other party or any information about this MOU unless that disclosure or use:

- (a) is specifically authorised in writing by the other party;
- (b) is required by law; or
- (c) is to the party's legal advisers for the purpose of obtaining legal advice.

9.2. In this clause "Confidential Information" is any information not in the public domain (otherwise than through a breach of an obligation of confidence).

10. Probity

10.1. The parties must, at all times, adhere to appropriate probity and transparency requirements in accordance with existing legal and statutory requirements.

11. Contact Persons

- 11.1. The contact persons specified in the MOU details (on page 3) will be responsible for communications under this MOU on behalf of their respective parties.
- 11.2. Parties may replace their contact persons, and if they do this they must notify the other party within 7 days of any change.
- 11.3. The contact persons are authorised to act as the agents of the parties in exercising their rights and discretions under this MOU.

12. Notices

- 12.1. A notice, consent or other communication under this MOU is only effective if it is emailed from a party's contact person to the other party's contact person.
- 12.2. If a party receives an email:
 - (a) after 5.00pm; or
 - (b) on a day which is not a Business Day,it will be deemed the party received the email on the next Business Day.

13. Dispute Resolution

- 13.1. If a dispute arises in relation to this MOU, the parties will endeavour to resolve it in good faith by raising issues with reasonably senior representatives of the parties who will meet to resolve the dispute in good faith.

14. Legal Standing of the Memorandum of Understanding

- 14.1. The MOU is a statement of intent by each party to guide the relationship between them as they work together to deliver the Program.
- 14.2. The MOU is not legally binding.

15. General

- 15.1. Any variation to this MOU must be in writing and signed by both parties.
- 15.2. This MOU may consist of a number of copies each signed by one or more parties to the MoU. If so, the signed copies are treated as making up the one document.

Schedule A – OEH’s Contributions

OEH will provide Council with services and assistance such as:

- Professional services to complete energy and resource efficiency assessments on agreed Council facilities.
- Energy audits on selected council facilities and a baseline emissions report across Council facilities.
- Support to develop a facility upgrade business case on selected facilities.
- Support to develop a Solar Power Purchase Agreement (this may include working with other councils in the Program as this improves the financial viability of such agreements).
- Capacity building for Council staff, networking and leadership development opportunities through events and special training.

Schedule B – Council’s Contributions

Council will provide OEH the following:

- Historic energy data and future data projects for analysis and report preparation.
- Council officer time to support the Program – data preparation, project liaison and coordination at Council.
- Facilitating engagement with the other sections of the Council and community to progress energy efficiency projects and activities.
- Facilitating engagement with sections of the community and leading local community organisations and participate in activities (analysis, community project action planning, community capacity building, facilitating opportunities for integrating energy affordability program delivery into Council operations and communications).