

Ordinary Council Meeting

Business Paper

Tuesday 22 April 2025



MUSWELLBROOK SHIRE COUNCIL

P.O Box 122
MUSWELLBROOK

15 April, 2025

Councillors,

You are hereby requested to attend the Ordinary Council Meeting to be held in the Meeting Room / Teams, Muswellbrook Library, 126 Bridge Street, Muswellbrook on **Tuesday 22 April 2025** commencing at **6:00 pm**.

Derek Finnigan
GENERAL MANAGER



Council Meetings

Meeting Principles

Council and committee meetings should be:

- Transparent:* Decisions are made in a way that is open and accountable.
- Informed:* Decisions are made based on relevant, quality information.
- Inclusive:* Decisions respect the diverse needs and interests of the local community.
- Principled:* Decisions are informed by the principles prescribed under Chapter 3 of the Act.
- Trusted:* The community has confidence that councillors and staff act ethically and make decisions in the interests of the whole community.
- Respectful:* Councillors, staff and meeting attendees treat each other with respect.
- Effective:* Meetings are well organised, effectively run and skilfully chaired.
- Orderly:* Councillors, staff and meeting attendees behave in a way that contributes to the orderly conduct of the meeting.

Public Forums

The council may hold a public forum prior to each ordinary meeting of the council for the purpose of hearing oral submissions from members of the public on items of business to be considered at the meeting. Public forums may also be held prior to extraordinary council meetings and meetings of committees of the council.

To speak at a public forum, a person must first make an application to the council in the approved form. Applications to speak at the public forum must be received by no later than 9.00 am two (2) days prior to the day of the meeting before the date on which the public forum is to be held, and must identify the item of business on the agenda of the council meeting the person wishes to speak on, and whether they wish to speak 'for' or 'against' the item.

Approved speakers at the public forum are to register with the council any written, visual or audio material to be presented in support of their address to the council at the public forum, and to identify any equipment needs no more than 3 days before the public forum. The general manager or their delegate may refuse to allow such material to be presented.

Each speaker will be allowed 2 minutes to address the council. This time is to be strictly enforced by the chairperson.



Declarations of Interest

Statement of Ethical Obligations

Councillors are reminded of their oath or affirmation of office, made under section 233A of the NSW Local Government Act 1993, to undertake the duties of the office of Councillor in the best interests of the people of Muswellbrook Shire and Muswellbrook Shire Council and to faithfully and impartially carry out the functions, powers, authorities and discretions vested in them, under the Local Government Act 1993 or any other Act, to the best of their ability and judgment. Pursuant to the provisions of the Muswellbrook Shire Council Code of Meeting Practice and the Muswellbrook Shire Council Code of Conduct, Councillors are reminded of their obligations to disclose and appropriately manage conflicts of interest.

Section 451 of the Local Government Act requires that if a Councillor or Member of a Council or committee has a pecuniary interest in any matter before the Council or Committee, he/she must disclose the nature of the interest to the meeting as soon as practicable and must not be present at, or in sight of, the meeting, when the matter is being discussed, considered or voted on.

A pecuniary interest is an interest that a person has in a matter because of a reasonable likelihood or expectation of financial gain or loss (see sections 442 and 443 of the Local Government Act).

A non-pecuniary interest can arise as a result of a private or personal interest which does not involve a financial gain or loss to the councillor or staff member (eg friendship, membership of an association, or involvement or interest in an activity). A Councillor must disclose the nature of the interest to the meeting as soon as practicable.

Council's Model Code of Conduct now recognises two forms of non-pecuniary conflict of interests:

- Significant
- Less than significant

A Councillor must make an assessment of the circumstances and determine if the conflict is significant.

If a Councillor determines that a non-pecuniary conflict of interests is less than significant and does not require further action, they must provide an explanation of why it is considered that the conflict does not require further action in the circumstances.

If the Councillor has disclosed the existence of a significant non-pecuniary conflict of interests at a meeting they must not be present at, or in sight of, the meeting, when the matter is being discussed, considered or voted on.



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1. Applications for Attendance via Audio Visual Link

2. Acknowledgement of Country

3. Civic Prayer

4. Apologies and Applications for a Leave of Absence

5. Confirmation of Minutes

Ordinary Council Meeting held in 25 March, 2025

Extra-Ordinary Council Meeting held on 8 April, 2025

RECOMMENDATION

The Minutes of the Ordinary Council Meeting held on **25 March, 2025**, and the Extra-Ordinary Council Meeting held on **8 April, 2025**, copies of which have been distributed to all members, be taken as read and confirmed as a true record.

Moved: _____ **Seconded:** _____

6. Disclosure of any Pecuniary or Non-Pecuniary Interests

7. Mayoral Minute

Nil

8. Public Participation



9. Business Arising (From Previous Meetings)

9.1. Response to Questions from March Ordinary Council Meeting

Responsible Officer: General Manager

Author: Manager Governance and Risk

Attachments: Nil

PURPOSE

To provide responses to the Questions for Next Meeting raised at the Ordinary Council Meeting held on 25 March 2025 .

OFFICER'S RECOMMENDATION

Council notes the information contained in the report.

Moved: _____ **Seconded:** _____

REPORT

The following Questions for Next Meeting were raised at the Ordinary Council Meeting held on 25 March 2025. Responses have been prepared and are provided below for the information of Councillors:

1. Cr Dunn inquired if an update could be provided on the land at Wybong Creek?

A report will be prepared by council staff for consideration at the Ordinary Council Meeting in May.

2. Cr Drayton inquired whether Council could investigate alternate processes for bulky waste pickup?

A report will be prepared by council staff for consideration at the Ordinary Council Meeting in May.



10. Business (Specific Reports)

10.1. Planning and Environment

10.1.1. Draft Planning Agreement - Muswellbrook BESS Pty Ltd and Muswellbrook Shire Council for PUBLIC EXHIBITION

Responsible Officer:	Director - Planning & Environment
Author:	Environmental Planning Officer
Community Strategic Plan:	6 - <i>Community Leadership</i> Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community
Delivery Program Goal:	<i>Not Applicable</i>
Operational Plan Action:	Not applicable
Attachments:	<ol style="list-style-type: none">Attachment A - Draft Planning Agreement Muswellbrook BESS [10.1.1.1 - 18 pages]Attachment B - Draft Muswellbrook BESS Planning Agreement Explanatory Note [10.1.1.2 - 1 page]

PURPOSE

To request Council's consideration to exhibit the Draft Planning Agreement between Muswellbrook Shire Council and Muswellbrook BESS Pty Ltd relating to State Significant Development (SSD) 29704663 for the Muswellbrook Battery Energy Storage System (BESS).

OFFICER'S RECOMMENDATION

Council:

- Endorses the inclusion of Clauses 8.1(e) and 8.1(f) in the Draft Planning Agreement (see Attachment A), which provides for a pro rata reduction in development contributions in the event the development is suspended for a period of three months or more;
- Approves public exhibition of the Draft Planning Agreement (Attachment A) and Draft Explanatory Note (Attachment B), in accordance with the requirements of the *Environmental Planning and Assessment Act 1979* and *Environmental Planning and Assessment Regulation 2021*; and
- Delegates authority to the General Manager to execute the Planning Agreement following consideration of any public submissions, provided any amendments do not result in any material changes to the Planning Agreement as exhibited.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

On 23 May 2023, Council agreed to the General Terms for a Planning Agreement with Muswellbrook BESS Pty Ltd relating to SSD 29704663 (Muswellbrook BESS).

On 7 July 2023 development consent was granted to the Muswellbrook BESS subject to



conditions.

Condition A14 of SSD 29704663 requires Muswellbrook BESS Pty Ltd to enter into a Planning Agreement with Muswellbrook Shire Council. Condition A14 and Appendix 5 outline the General Terms of the Planning Agreement.

A draft Planning Agreement has been prepared based on the General Terms contained within SSD 29704663 and Council's May 2023 Resolution. A copy of the Draft Planning Agreement is provided as Attachment A. A copy of the Draft Explanatory Note is provided in Attachment B.

PREVIOUS RESOLUTIONS

Following several reports to Council's State Significant Development Committee, the General Terms of the Planning Agreement were resolved at the 23 May 2023 Ordinary Council Meeting. A copy of the resolution is provided below.

383	<p>RESOLVED on the motion of Cr G. McNeill and Cr R. Scholes that:</p> <p>Council:</p> <ol style="list-style-type: none">1. Notes the principles of the draft Community and Economic Development Fund Policy and the revised Planning Agreement Policy;2. Supports the following key elements of the Muswellbrook Battery Energy Storage System (BESS) Planning Agreement:<ol style="list-style-type: none">a. Contributions to the value of \$200 per megawatt hour (MW/hr), annually indexed to CPI of installed capacity, provided every year of operation.b. Funds will be managed as part of Council's proposed Community and Economic Development Fund (CEDF), or in the interim where the CEDF is not in place, funds will be paid to Council, managed in accordance with the Environmental Planning and Assessment Act Regulations, and allocated via a committee involving Council, the Proponent and community. The Proponent will retain veto rights in the event of breach of their mandatory ethics and compliance requirements.c. Expenditure of contributions will be in the following ratios: 15% Environmental Officer and 85% Community and Economic Development benefit.
<u>In Favour:</u>	Cr S. Reynolds, Cr J. Lecky, Cr A. Barry, Cr M. Bowditch, Cr J. Drayton, Cr L. Dunn, Cr G. McNeill, Cr R. Mahajan, Cr D. Marshall, Cr R. Scholes and Cr B. Woodruff.
<u>Against:</u>	Nil.

REPORT

SSD 29704663 enables development of a new BESS, with a storage capacity of up to 150 megawatt (MW) / 300 MW-hour (MWh) and a new 132 kV transmission line connecting the battery with the adjacent Muswellbrook substation, located on Sandy Creek Road, Muswellbrook.

Condition A14 of SSD 29704663 requires Muswellbrook BESS Pty Ltd (as trustee for Muswellbrook BESS Trust), to enter into a Planning Agreement with Muswellbrook Shire Council prior to commencing construction, or other timeframe agreed by the Planning Secretary.

Condition A14 and Appendix 5 of SSD 29704663 outlines the General Terms of the Planning Agreement. A copy of SSD 29704663 Appendix 5 is provided below.

**GENERAL TERMS OF THE APPLICANT'S VPA OFFER**

The VPA must include provisions for the payment, collection, management and distribution of the contributions under the agreement, with a focus on funding community enhancement in the area surrounding the project site.

Council	Payment details
Muswellbrook Shire Council	<ul style="list-style-type: none">Contributions to the value of \$200 per MWh (by nameplate capacity), paid annually from the date of commencement of operation.Indexed to the Consumer Price Index annually on the anniversary of the date that the first MW commences commercial operations.

The General Terms of the Planning Agreement were negotiated prior to finalisation of the NSW Government's '*Benefit Sharing Guidelines*' (DPHI, 2024) and, therefore, do not include a contribution allocated for 'neighbourhood benefits'. The Guidelines only require a \$150 per megawatt hour per annum contribution for stand-alone battery energy storage systems located in a rural zone.

During development of the draft Planning Agreement, Muswellbrook BESS Pty Ltd requested the inclusion of a clause stating that if the development is suspended for a period of three months or more, development contributions would be reduced on a pro rata basis. This is not dissimilar to a mine going into Care and Maintenance. This request has been incorporated into the draft Planning Agreement, highlighted in yellow in Attachment A (clauses 8.1(e) and 8.1(f)).

In accordance with Section 205 of the Environmental Planning and Assessment Regulation 2021, an Explanatory Note has also been prepared for the draft Planning Agreement. A copy of the draft Explanatory Note is provided in Attachment B.

CONSULTATION

Director Environment and Planning

Corporate Lawyer

FINANCIAL CONSIDERATIONS

Funds from the Planning Agreement will be allocated to projects in accordance with the adopted Muswellbrook Shire Community Benefit Fund Policy.

POLICY IMPLICATIONS

Muswellbrook Shire Community Benefit Fund Policy MSC052E

STATUTORY / LEGISLATIVE IMPLICATIONS

The process for preparation and finalising a Planning Agreement is regulated by the EP&A Act and the *Environmental Planning and Assessment Regulation 2021*.

COMMUNITY CONSULTATION / COMMUNICATIONS

This Council Report requests final endorsement for public exhibition of the Draft Planning Agreement.

PLANNING AGREEMENT

Muswellbrook Shire Council ABN 86 864 180 944

AND

Muswellbrook BESS Pty Ltd ACN 650 555 294 as trustee for
Muswellbrook BESS Trust ABN 85 857 158 051



Planning Agreement

Date	
Parties	<p>MUSWELLBROOK SHIRE COUNCIL ABN 86 864 180 944 of Campbell's Corner, 60-82 Bridge Street, Muswellbrook, NSW 2333</p> <p style="text-align: right;">(Council)</p> <p>AND</p> <p>Muswellbrook BESS Pty Ltd ACN 650 555 294 as trustee for Muswellbrook BESS Trust ABN 85 857 158 051 of Level 24, 200 George Street, Sydney, NSW 2000</p> <p style="text-align: right;">(Developer)</p>
Background	<p>A. The Developer has made a Development Application for State Significant Development in August 2022, seeking development consent to carry out the Development on the Land.</p> <p>B. The Developer made an offer to the Council to enter into an agreement to make Development Contributions towards a Public Benefit, if a Development Consent to carry out the Development on the Land was granted.</p> <p>C. On 7 July 2023, the Developer was granted Development Consent by the Minister for Planning and Public Spaces to carry out the Development on the Land.</p> <p>D. The Developer has entered into this Agreement with the Council to make Development Contributions for the Public Benefit in accordance with Condition A14 of the Development Consent.</p> <p>E. This Agreement is entered into pursuant to an arrangement under Division 7.1 of Part 7 of the Act.</p>

Operative Provisions

1 Definitions

In this Agreement, unless the context indicates a contrary intention:

Act means the *Environmental Planning and Assessment Act 1979* (NSW);

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this Agreement;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Business Day means a day on which banks are open for general banking business in NSW, excluding Saturdays, Sundays and public holidays;

Claim means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this Agreement;

Council means the Muswellbrook Shire Council ABN 86 864 180 944;

CPI means the All Group Consumer Price Index for Sydney as published by the Australian Bureau of Statistics;

Date of Commencement of Operation means the date on which the Development commences Operation, as defined by SSD-29704663;

Developer means Muswellbrook BESS Pty Ltd ACN 650 555 294 as trustee for Muswellbrook BESS Trust ABN 85 857 158 051;

Development means the development the subject of the Development Application as made by the Developer, and any conditions of the Development Consent;

Development Application means the development application described in Item 4 of Schedule 1;

Development Consent means the consent granted under the Act to State Significant Development Application SSD 29704663;

Development Contribution means \$200 per megawatt hour (MWh) of installed capacity (by nameplate capacity), as allocated to the Public Benefits as set out in Schedule 2;

Dispute means any dispute between the parties in connection with this Agreement;

Force Majeure Event means an event affecting a party which is outside that party's reasonable control including, but not limited to, fire, storm, flood, drought, earthquake, failure of major dam, explosion, war, invasion, rebellion, sabotage, epidemic, pandemic, labour dispute, failure or delay in transportation, act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including, but not limited to, subcontractors, customers, governments or government agencies).

GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Land means the parcels of land identified in Appendix 2 of the Development Consent.

Law means:

- (a) any law applicable, including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

Muswellbrook Shire Community Benefit Fund means an account established and managed by Council into which identified monies from Planning Agreements are deposited and expended for the Muswellbrook Shire community benefit;

Notice means a written notice, consent, approval, direction, order, information, application, request or other communication;

Public Benefit for the purpose of this Agreement means the public benefits described in Schedule 2;

Regulation means the *Environmental Planning and Assessment Regulation 2021* (NSW);

Related Body Corporate has the meaning given in the *Corporation Act 2001* (Cth);

Schedule means any schedule to this Agreement;

Suspension event means when the Development ceases operation for a continuous period of 3 months or more;

Tax Invoice has the same meaning as in the GST Law.

Trust means Muswellbrook BESS Trust ABN 85 857 158 051.

2 Interpretation

In this Agreement, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this Agreement or another document includes any document which varies, supplements, replaces, assigns or novates this Agreement or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this Agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this Agreement;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(president, CEO or managing director)** the president, CEO or managing director of a body or Authority means any person acting in that capacity;
- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;
- (l) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;

- (m) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (n) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Australia, even if the obligation is to be performed elsewhere;
- (o) **(joint and several)** an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;
- (p) **(writing)** a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (q) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (r) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (s) **(day)** a reference to a day is a reference to an ordinary business day in New South Wales;
- (t) **(month)** a reference to a month is a reference to a calendar month; and
- (u) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

3 Explanatory note

The explanatory note prepared in accordance with clause 205 of the Regulation must not be used to assist in construing this Agreement.

4 Planning Agreement under the Act

- (a) The parties agree that this Agreement is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 1 of this Agreement summarises the requirements for planning agreements under s 7.4 of the Act and the way this Agreement addresses those requirements.

5 Application of this Agreement

This Agreement applies to the Land.

6 Operation of this Agreement

- (a) This Agreement commences on and from the date it is executed by both parties.
- (b) On and from the date of termination of this Agreement in accordance with clause 10 (Termination), this Agreement will cease to have effect and the Council will immediately return to the Developer any title documentation or other security it holds under this Agreement.

7 Application of s 7.11, s 7.12 and s 7.24 of the Act

This Agreement does not exclude the application of section 7.11, 7.12 or 7.24 of the Act to the Development, however, this Agreement represents the whole of the Development Contributions required to be made under the Development Consent.

8 Contributions to be made under this Agreement

8.1. Contributions

- (a) The Developer must make the Development Contributions to the Council in accordance with Schedule 2 of this Agreement and any other provision of this Agreement relating to the making of Development Contributions.
- (b) Council will apply each Development Contribution made by the Developer under this Agreement:
 - (i) for the relevant Public Benefit; and
 - (ii) otherwise in accordance with this Agreement.
- (c) Payment of Development Contributions in accordance with Schedule 2 must be paid by cash, bank cheque made payable to Muswellbrook Shire Council or by electronic transfer into a bank account, the details of which are to be provided by Council to the Developer.
- (d) A monetary Development Contribution is made for the purposes of this Agreement when Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by deposit by means of electronic funds transfer of cleared funds into the bank account nominated by Council.
- (e) If a Suspension Event has been in effect in the period preceding the payment date, the Development Contributions are to be reduced on a pro-rata basis by the number of months that the Suspension Event occurred as notified to Council. The Developer is to notify the Council of a Suspension Event as soon as reasonably practicable after becoming aware of this.
- (f) If a Force Majeure Event occurs in the period preceding the payment date resulting in the suspension of the Development for a period of 3 months or more, the Development Contributions are to be reduced on a pro-rata basis by the number of months that the Force Majeure Event occurred as notified to Council. The Developer is to notify the Council of any Force Majeure Event as soon as reasonably practicable after becoming aware of this.

8.2. Adjustment for CPI

- (a) The Development Contributions will be indexed on each annual anniversary of the date of this Agreement as follows:

$$DCP = \frac{DC \times A}{B}$$

where:

- DCP = the actual Development Contribution payment amount payable at the time the particular payment is made;
- DC = the particular Development Contribution payment amount required to be paid as per Schedule 2;
- A = is the CPI index number most recently published before the annual anniversary of the date of this Agreement; and
- B = is the CPI index number most recently published prior to the date of this Agreement.

- (b) Notwithstanding any other provision to the contrary, the Development Contributions are

indexed annually according to CPI from the date of this Agreement irrespective of when the Development Contributions are payable.

- (c) If after the formula in clause 8.2(a) is applied the indexed Development Contribution will be less than the Development Contribution immediately before the indexation, the Development Contribution will not be adjusted.

9 Registration of this Agreement

9.1. Developer interest

The Developer represents and warrants to Council that as at the date of this Agreement it has obtained the consent of each person who has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW) to enable registration of this Agreement pursuant to clause 9.2.

9.2. Registration of this Agreement

- (a) The Developer agrees to procure the registration of this Agreement under the *Real Property Act 1900* (NSW) on the relevant titles to the Land in accordance with section 7.6 of the Act.
- (b) The Developer, at its own expense, will within 3 months after the date of this Agreement, take all practical steps, and otherwise do anything that Council reasonably requires to procure the registration of this Agreement on the titles to the Land under the *Real Property Act 1900* (NSW).
- (c) The Developer acknowledges and agrees that Council may lodge and maintain a caveat against the title to the Land reflecting its rights under this Agreement provided that any caveat lodged by Council will be removed contemporaneously with registration of this Agreement against the title to the Land.

9.3. Removal of Agreement

When requested to do so after termination of this Agreement, Council will, at the Developer's expense, promptly execute such documents and take such steps as may reasonably be required to remove notification of registration of this Agreement from the title to the Land.

10 Termination

This Agreement terminates on:

- (a) the date on which a Court of competent jurisdiction declares that the Development Consent is invalid; or
- (b) at such time it is mutually agreed between the parties in writing.

11 Review of this Agreement

- (a) This Agreement may be reviewed or modified by agreement of the parties provided that no review will be undertaken within the 2 years following the date of this Agreement.
- (b) No review or modification of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.
- (c) A party is not in breach of this Agreement if it does not agree to an amendment to this Agreement requested by a party in, or as a consequence of, a review.

12 Dispute Resolution

12.1. General

This clause applies to any Dispute arising in connection with this Agreement.

12.2. Notice of Dispute

The party wishing to commence the dispute resolution process must give written notice (Notice of Dispute) to the other party of:

- (a) the nature of the Dispute;
- (b) the alleged basis of the Dispute; and
- (c) the position which the party issuing the Notice of Dispute believes is correct.

12.3. Representatives of parties to meet

- (a) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified Dispute.
- (b) The parties may, without limitation:
 - (i) resolve the Dispute during the course of that meeting,
 - (ii) agree that further material or expert determination in accordance with clause 12.6 about a particular issue or consideration is needed to effectively resolve the Dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (iii) agree that the parties are unlikely to resolve the Dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant Dispute.

12.4. Further Notice if not settled

If the Dispute is not resolved within 20 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the Dispute (Determination Notice) by mediation under clause 12.5 or by expert determination under clause 12.6.

12.5. Mediation

If a party gives a Determination Notice calling for the Dispute to be mediated:

- (a) the parties must agree to the terms of reference of the mediation within 10 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the mediator will be agreed between the parties, or failing agreement within 10 Business Days of receipt of the Determination Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) the mediator appointed pursuant to this clause 12.5 must:
 - (i) have reasonable qualifications and practical experience in the area of the Dispute; and
 - (ii) have no interest or duty which conflicts or may conflict with their function as a mediator, the mediator being required to fully disclose any such interest or duty before their appointment;
- (d) the mediator shall be required to undertake to keep confidential all matters coming to their knowledge by reason of their appointment and performance of their duties;
- (e) the parties must within 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation;
- (f) the parties agree to be bound by a mediation settlement and may only initiate judicial

proceedings in respect of a Dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and

- (g) in relation to costs and expenses:
 - (i) each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) the costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

12.6. Expert determination

If the Dispute is not resolved under clause 12.3 or clause 12.5, or the parties otherwise agree that the Dispute may be resolved by expert determination, the parties may refer the Dispute to an expert, in which event:

- (a) the Dispute must be determined by an independent expert in the relevant field:
 - (i) agreed upon and appointed jointly by the parties; and
 - (ii) in the event that no agreement is reached, or no appointment is made within 10 Business Days of the agreement, to refer the Dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) the expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) the determination of the Dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) the expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) any determination made by an expert pursuant to this clause is final and binding upon the parties unless:
 - (i) within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and intends to commence litigation; or
 - (ii) the determination is in respect of, or relates to, termination or purported termination of this Agreement by a party, in which event the expert is deemed to be giving a non-binding appraisal.

12.7. No suspension of contractual obligations

Subject to any interlocutory order, the referral to or undertaking of a Dispute resolution process under this clause 12 does not suspend the parties' obligations under this Agreement.

13 Enforcement

13.1. Default

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this Agreement, it may give notice in writing to the other party (Default Notice) giving all particulars of the matters in respect of which it considers the default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 30 days.

- (b) In determining a reasonable time, regard must be had to both the nature of the default and the action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (c) If a party disputes the Default Notice it may, if the Default Notice relates to a Dispute, refer the Dispute to dispute resolution under clause 12 of this Agreement.

13.2. General enforcement

- (a) Without limiting any other remedies available to the parties, this Agreement may be enforced by a party in any Court of competent jurisdiction.
- (b) For the avoidance of doubt, nothing in this Agreement prevents:
 - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; or
 - (ii) the Council from exercising any function under the Act or any other Law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

14 Assignment

- (a) Subject to clause 14**Error! Reference source not found.**, the Developer must not assign or deal with any right under this Agreement without the prior written consent of Council (not to be unreasonably withheld).
- (b) The Developer may, without consent from the Council, assign all or part of its rights arising out of or under this Agreement, or novate its rights and obligations under this Agreement, to a Related Body Corporate, provided the Developer first:
 - (i) satisfies Council on reasonable grounds that the relevant Related Body Corporate has the financial resources necessary to carry out the Developer's obligations under this Agreement; and
 - (ii) procures that the relevant Related Body Corporate executes and delivers to Council prior to any such dealing taking effect, a deed in favour of Council whereby the relevant Related Body Corporate becomes contractually bound with Council to perform all of the Developer's obligations (including obligations which may have arisen before the transfer, assignment or novation takes effect).
- (c) Council may withhold its consent to any proposed assignment by the Developer unless it is satisfied on reasonable grounds that the proposed assignee has sufficient financial and technical resources to enable it to comply with the Developer's obligations under this Agreement.
- (d) NOT USED.
- (e) Any purported dealing in breach of this clause is of no effect.

15 Approvals and consents

Except as otherwise set out in this Agreement, and subject to any Law, a party may give or withhold an Approval or consent to be given under this Agreement in that party's absolute discretion and subject to any conditions determined by that party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

16 Council's position

16.1. Agreement does not fetter Discretion

This Agreement is not intended to operate to fetter, in any manner the:

- (a) power of Council to make any Law; or
 - (b) exercise by Council of any statutory power or discretion
- (all referred to in this Agreement as a "Discretion").

16.2. Severance of provisions

- (a) No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any exercise of any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:
 - (i) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 16 is substantially satisfied; and
 - (ii) in the event that clause 16.2(a)(i) cannot be achieved without giving rise to a fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect.

17 Notices

17.1. Notices

- (a) Any Notice that must or may be given or made to a party to this Agreement is only given or made if it is in writing and sent in one or more of the following ways:
 - (i) delivered or posted to that party at its address set out below; or
 - (ii) emailed to that party at its email address set out below

Council

Attention	The General Manager
Address	PO Box 122, Muswellbrook, NSW, 2333
Email	council@muswellbrook.nsw.gov.au

Developer

Attention	The Chief Executive Officer Muswellbrook BESS Pty Ltd
Address	Level 24, 200 George Street, Sydney NSW 2000
Email	info@firmpower.com.au

- (b) If a party gives the other party 3 Business Days notice of a change of its address, number or email, any Notice is only given or made by that party if it is delivered, posted or emailed to the latest address or email.
- (c) Any Notice is to be treated as given or made at the following time if it is:
 - (i) delivered, when it is left at the relevant address;
 - (ii) sent by post, 5 Business Days after it is posted.
- (d) If any Notice 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.

17.2. Notices sent by email

- (a) A party may serve a Notice by email if the Notice:
 - (i) includes a signature block specifying:
 - a. the name of the person sending the Notice; and
 - b. the sender's position within the relevant party;
 - (ii) states in the body of the message or the subject field that it is sent as a Notice under this Agreement;
 - (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this Agreement; and
 - (iv) is sent to the email address specified in clause **Error! Reference source not found.** or the email address last notified by the intended recipient to the sender.
- (b) The recipient of a Notice served under this clause **Error! Reference source not found.** must:
 - (i) promptly acknowledge receipt of the Notice; and
 - (ii) keep an electronic copy of the Notice.
- (c) Failure to comply with clause 17.2 does not invalidate service of a Notice under this clause.

17.3. Receipt of Notices sent by email

- (a) A Notice sent under clause 17.2 is taken to be given or made:
 - (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
 - (ii) when the Notice enters an information system controlled by the recipient; or
 - (iii) when the Notice is first opened or read by the recipient, whichever occurs first.
- (b) If under clause 17.3 a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 5pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

18 Interest to accrue

18.1. Interest

- (a) The Developer agrees to pay interest on any amount under this Agreement which is not paid on the due date for payment. Interest accrues daily from (and including) the due date to (but excluding) the date of actual payment and is calculated on actual days elapsed and a year of 365 days.
- (b) The Developer agrees to pay interest under this clause without demand from Council.

18.2. Rate of interest

The rate of interest applying to each daily balance is the maximum rate permitted to accrue on unpaid rates by Section 566(3) of the *Local Government Act 1993* (NSW).

19 General

19.1. Relationship of the Parties

- (a) Nothing in this Agreement constitutes a partnership between the parties, nor does it constitute one party to be the agent of the other.
- (b) A party cannot in any way or for any purpose bind another party or contract in the name of another party.

19.2. Entire Agreement

This Agreement constitutes the entire agreement of the parties in relation to its subject matter and supersedes all prior agreements, understandings and negotiations between the parties. Subject to any contrary requirement of any Law, no other covenants or provisions are implied or arise between the parties by way of collateral or other agreement. The existence of any such implication or collateral or other agreement is expressly negative to the extent permitted by Law.

19.3. Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of or seeks to rely on this Agreement or any part of it.

19.4. Confidentiality

The parties agree that the terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any party.

19.5. Governing Law and Jurisdiction

- (a) The laws applicable in New South Wales govern this Agreement.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the New South Wales Courts and Courts competent to hear appeals from those Courts.

19.6. Costs

- (a) The Developer must pay to Council the Council's reasonable costs (exclusive of GST) and disbursements in connection with the negotiation, preparation, execution, registration and release and discharge of this Agreement and any other document relating to this Agreement, and for all advertising and associated costs, within 7 days of a written demand by Council for such payment.
- (b) The Developer must also pay to Council the Council's reasonable costs of enforcing this Agreement within 7 days of a written demand by Council for such payment.
- (c) The costs payable under clauses 19.6(a) shall be capped at \$10,000 in the aggregate.

19.7. Further assurances

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 Agreement and all transactions incidental to it.

19.8. Representation and warranties

The parties represent and warrant that they have the power and authority to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any Law.

19.9. Severability

Subject to clause 16, this Agreement must, so far as possible, be interpreted or construed so as not to be invalid, illegal or unenforceable in any respect but if any provision on its true interpretation or construction is held to be illegal, invalid or unenforceable:

- (a) that provision will, so far as possible, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation of a partial character; or
- (b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Agreement will not in any way be affected or impaired and will continue notwithstanding that illegality, invalidity or unenforceability.

19.10. Waiver

- (a) A right or remedy created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It 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.

19.11. Developer as trustee – limitation of liability

- (a) The Developer enters into this Agreement only in its capacity as trustee of the Trust and in no other capacity.
- (b) A liability arising under or in connection with this Agreement is limited to and can be enforced against the Developer only to the extent to which it can be satisfied out of the property of the Trust out of which the Developer is actually indemnified for the liability.
- (c) The limitation of the Developer's liability contained in this clause **Error! Reference source not found.** applies notwithstanding any other provisions of this Agreement and extends to all liabilities and obligations of the Developer in connection with this Agreement.
- (d) The other parties to this Agreement may not sue the Developer in any capacity other than as trustee of the Trust, including seeking the appointment to the Developer of a receiver (except in relation to the property of the Trust), a liquidator, administrator or any other similar person.
- (e) The provisions of clauses **Error! Reference source not found.**(a) to (d) (inclusive) will not apply to any liability or obligation of the Developer to the extent there is a reduction in the extent of its indemnification out of the Trust as a result of the Developer's fraud, negligence or breach of trust, or to the extent that the Developer fails to exercise any right of indemnity it has out of the assets of the Trust in relation to the relevant liability.

Schedule 1

Summary of requirements (Section 7.4)

Item	Subject and subsection of the Act	Planning Agreement
1.	Planning instrument and/or Development Application Section 7.4(1) The Developer has: (a) sought a change to an environmental planning instrument, or (b) made, or proposes to make, a development application or application for a complying development certificate, or (c) who has entered into an agreement with, or is otherwise associated with, a person to whom paragraph (a) or (b) applies,	(a) No (b) Yes (c) No
2.	Description of the land to which the planning Agreement applies Section 7.4(3)(a)	Clause 1 (definitions of "Land")
3.	Description of change to the environmental planning instrument to which this agreement applies Section 7.4(3)(b))	Not applicable
4.	Description of the Development to which this agreement applies Section 7.4(3)(b)(ii)	Clause 1 (definitions of "Development")
5.	Applicability of section 7.11 of the Act Section 7.4(3)(d)	See clause 7.
6.	Applicability of section 7.12 of the Act Section 7.4(3)(d)	See clause 7.
7.	Applicability of section 7.24 of the Act Section 7.4(3)(d)	See clause 7.
8.	Mechanism for dispute resolution	See clause 12.

Item	Subject and subsection of the Act	Planning Agreement
	Section 7.4(3)(f)	
9.	Enforcement of the Planning Agreement Section 7.4(3)(g)	See clause 13.
10.	Registration of the Planning Agreement Section 7.4(3)(g)	To be registered against the Land. See clause 9.
11.	No obligation to grant consent or exercise functions Section 7.4(9)	See clauses 15 and 16.

Schedule 2

Development Contributions

Description of Development Contribution and Public Benefit	Type of Development Contribution	Frequency and allocation of Development Contribution
Muswellbrook Shire Community Benefit Fund	Monetary Contribution	Subject to clause Error! Reference source not found. of this Agreement, 85% of the Development Contribution is to be paid annually from the Date of Commencement of Operation and allocated to the Muswellbrook Shire Community Benefit Fund. Indexed to the CPI annually on the anniversary of the Date of Commencement of Operation.
Environmental Officer	Monetary Contribution	Subject to clause Error! Reference source not found. of this Agreement, 15% of the Development Contribution is to be paid annually from the Date of Commencement of Operation and allocated to the funding of an Environmental Officer at Council. Indexed to the CPI annually on the anniversary of the Date of Commencement of Operation.

EXECUTED AS AN AGREEMENT:

EXECUTED by Muswellbrook Shire Council)
ABN 86 864 180 944 by its authorised delegate)
pursuant to Section 377 of the *Local*)
Government Act 1993 (NSW), in the presence
of:

.....
Signature of Witness

.....
Authorised Delegate

.....
Name of Witness (Print)

.....
Name of Authorised Delegate

EXECUTED by Muswellbrook BESS Pty Ltd)
ACN 650 555 294 as trustee for)
Muswellbrook BESS Trust ABN 85 857 158)
051 in accordance with Section 127 of the
Corporations Act 2001 (Cth):

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director (Print)

.....
Name of Director/Secretary (Print)

MUSWELLBROOK BESS PTY LTD PLANNING AGREEMENT EXPLANATORY NOTE

On 7 July 2023, approval was granted by the Department of Planning, Housing and Infrastructure, for Muswellbrook BESS Pty Ltd to develop a Battery Energy Storage System (**BESS**) at 20-24 Sandy Creek Road, Muswellbrook, within the Hunter-Central Coast Renewable Energy Zone.

The BESS will have a capacity of up to 150 megawatts (**MW**) / 300 MW-hour (**MWh**) and will include a new transmission line to connect to the adjacent Muswellbrook substation. The BESS has an anticipated lifespan of 15-20 years, with the possibility of upgrades to extend its operational life. Up to 75 people will be employed during the 12-month construction period, with 2-3 ongoing jobs during operation.

Condition A14 of the Development Consent (SSD-29704663), requires that Muswellbrook BESS Pty Ltd enter into a Planning Agreement with Muswellbrook Shire Council (**MSC**). Under this Planning Agreement, Muswellbrook BESS Pty Ltd will make contributions to the value of \$200 per MWh of installed capacity, provided every year of operation and indexed annually to the Consumer Price Index. These contributions will be allocated as follows:

- Muswellbrook Shire Community Benefit Fund – 85% of the value of the contribution; and
- Employment of Environmental Officer by MSC – 15% of the value of the contribution.

Council is required to administer the Planning Agreement in accordance with the *Environmental Planning and Assessment Act 1979* (NSW) and Environmental Planning and Assessment Regulation 2021, in addition to any guidelines published by the Department of Planning, Housing and Infrastructure.

The Community Benefit contributions will be allocated to activities that provide for:

- diversifying and growing the local economy;
- improving community wellbeing;
- enhancing liveability for the community;
- increasing education and training opportunity for local people; and
- supporting environmental and heritage conservation.



10.1.2. Memorandum of Understanding with Singleton Council - Bayswater and Liddell Power Station Sites

Responsible Officer: Director - Planning & Environment

Author: General Manager

Community Strategic Plan: 1 - Economic Prosperity

A dynamic local economy with full employment for current and future residents in a diverse range of high value industries.

Delivery Program Goal: 1.2.1 - Facilitate the diversification of the Shire's economy and support growth of existing industry and business enterprise.

Operational Plan Action: 1.1.1.3 - Work with AGL Macquarie, Singleton Council, the State Government and other parties to maximise the economic opportunities on the Bayswater and former Liddell Power Station sites.

Attachments: Nil

PURPOSE

To request Council's consideration of the development of a Memorandum of Understanding between Muswellbrook Shire Council and Singleton Council for the transition of the Bayswater and Liddell Power Station sites to a future employment precinct, including development of a Masterplan and agreement on council service levels and related matters where there is overlap between the two local government areas.

OFFICER'S RECOMMENDATION

1. Council Delegates to the General Manager authority to develop a draft Memorandum of Understanding between Muswellbrook Shire Council and Singleton Council on the Bayswater and Liddell Power Station sites transition to future employment precinct; and
2. A further report be submitted to Council for endorsement of the final draft Memorandum of Understanding.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

The purpose of this report is to request Council's support for the development of a Memorandum of Understanding between Muswellbrook Shire Council and Singleton Council on the transition of the Bayswater and Liddell Power Station sites to a future employment precinct.

PREVIOUS RESOLUTIONS

At the Ordinary Council Meeting held on 26 November 2024 Council resolved:

- A. Authorise the General Manager to consult Singleton Council on the proposed Local Government boundary adjustment shown in Figure 2, so that Bayswater Power Station is wholly located in the Muswellbrook Shire Council Local Government Area (the Proposal).



- B. Authorise the General Manager to consult AGL Macquarie, the Department of Primary Industries and Regional Development, Department of Planning, Housing and Infrastructure and other relevant agencies to obtain in-principle support for the Proposal.
- C. If Singleton Council is supportive of the Proposal, commence the process set out under section 218(E) of the Local Government Act 1993 to effect a minor Local Government boundary adjustment.

BACKGROUND

On 4 December 2024, Muswellbrook Shire Council wrote to Singleton Council seeking to commence discussions on a proposed Local Government Boundary Adjustment, with the aim of simplifying the transition of the power station sites to a new employment precinct, including the master planning process being coordinated by Muswellbrook Shire Council and AGL Macquarie. Council's letter provided the following points for discussion, in that it is considered the proposed boundary adjustment will:

- streamline the future rezoning processes to facilitate employment generating development, environmental conservation, maintain rural landscapes where appropriate, and protect state significant infrastructure within the SP2 Infrastructure Zone;
- facilitate the provision and management of necessary urban infrastructure on the Bayswater and Liddell sites; and
- streamline the assessment of future development applications where new activity is proposed to straddle the current local government boundary.

CONSULTATION

Director Environment and Planning

General Manager Singleton Council

REPORT

AGL Macquarie has outlined plans for the former Liddell Power Station site and the current Bayswater Power Station site, referred to as a renewable energy hub, featuring renewable energy technologies, including solar storage systems and the potential for solar panel manufacturing and recycling facilities.

On 31 January 2025, the Department of Planning, Housing and Infrastructure approved the Liddell Future Land Use and Enabling Works Project.

The portion of the Bayswater site located within Muswellbrook Shire Local Government Area (LGA) is zoned SP2 Infrastructure. The portion located within the Singleton Council LGA is zoned RU1 Primary Production. Water infrastructure for the site extends from the Hunter River, within the Singleton LGA, by pipelines managed by AGL Macquarie to the power station sites located in the Muswellbrook Shire LGA. Road access to the portion of the site located within the Singleton LGA is accessible from the road interchange with the New England Highway located in the Muswellbrook Shire LGA.

Following receipt of the letter forwarded to Singleton Council on 4 December 2024, on 15 January 2025, Council officers met with Singleton Council senior management representatives. In discussing the processes and challenges involved in seeking a boundary adjustment, Singleton Council officers put forward an option to achieve the desired planning outcomes through a partnership agreement between the two Councils. The development of a draft Memorandum of Understanding (MOU) between the two Councils would outline the process through which the Councils could work together to achieve the desired outcome for the site and the region more broadly, may have the potential to streamline and enhance planning outcomes.



In addition to site master planning, the MOU will likely need to address how issues, such as contributions to road maintenance, waste management and provision of potable water to Jerrys Plains will be resolved.

FINANCIAL CONSIDERATIONS

It is not intended that the development of the draft Memorandum of Understanding will result in budgetary impacts, as it will be a formalisation of existing consultative processes.

POLICY IMPLICATIONS

Nil.

STATUTORY / LEGISLATIVE IMPLICATIONS

Boundary adjustments may be undertaken under Chapter 9, Part1, Division 2B, clause 218E of the *Local Government Act 1993*, which states:

- (1) A proposal may be made by the Minister or be made to the Minister by a council affected by the proposal or by an appropriate minimum number of electors.
- (2) An appropriate minimum number of electors is -
 - a. If a proposal applies to the whole of one or more areas, 250 of the enrolled electors for each area or 10 per cent of them, whichever is the greater, or
 - b. If a proposal applies to part only of an area, 250 of the enrolled electors for that part or 10 per cent of them, whichever is the lessor.

For the purposes of this clause, an 'area' is defined as the Local Government Area.

RISK MANAGEMENT IMPLICATIONS

There is potential for the development of a draft Memorandum of Understanding between Muswellbrook Shire Council and Singleton Council to mitigate risks of planning delays and inconsistency of planning decisions where there is overlap between the two local government areas.

COMMUNITY CONSULTATION / COMMUNICATIONS

Nil at this time.



10.1.3. Monthly Report to Council - Planning, Environment and Regulatory Services

Responsible Officer: {use-custom-field-responsible-officer-do-not-delete}

Author: Sustainability Officer

Community Strategic Plan: 6 - *Community Leadership*

Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community.

Delivery Program Goal: 6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.

Attachments: Nil

OFFICER'S RECOMMENDATION

The information contained in this report be noted.

Moved: _____ **Seconded:** _____

REPORT

PLANNING AND ENVIRONMENT

Schedule 1: Development Applications Approved (1/3/2025-6/4/2025)

DA No.	DESCRIPTION	PROPERTY	VALUE
2008/319/5	S4.55(1A) Modification - 12 Lot Residential Subdivision & Construction of New Road	65 Ironbark Road Muswellbrook	\$1,000,000.00
2023/137/2	S4.55(1A) Modification - Detached Steel Framed Shed and Pool	54 Humphries Street Muswellbrook	\$46,504.00
2025/13/1	Shed	208 Queen Street Muswellbrook	\$93,255.00
2025/2/1	Retaining Wall	56 Stockyard Parade Muswellbrook	\$42,500.00
2024/63/1	Additional dwelling to create a detached Dual Occupancy	19 Northview Circuit Muswellbrook	\$425,000.00
2025/3/1	Alterations to Showground Pavillion Building	95-107 Maitland Street Muswellbrook	\$33,700.00
2025/8/1	Shed	4 Palace Street Denman	\$56,758.00
2025/1/1	Dwelling - single storey	30 Stockyard Parade Muswellbrook	\$779,426.00
2024/90/1	Single Storey Dwelling	222-224 Queen Street Muswellbrook	\$408,985.00



DA No.	DESCRIPTION	PROPERTY	VALUE
2024/83/1	Shed and Shipping Container	67 Stockyard Parade Muswellbrook	\$56,100.00
2023/14/1	Storage Complex	Turner Street Denman	\$3,555,527.00
2025/11/1	Proposed residential site utilising local 'short term accommodation' allowances	32 Cook Street Muswellbrook	\$260,000.00

TOTAL = 12***Schedule 2: Development Applications Currently Being Assessed***

DA No.	DESCRIPTION	PROPERTY	VALUE
2024/87/1	Garage	3 Armitage Avenue Muswellbrook	\$32,000.00
2025/25/1	Shed	17 Belmore Street Muswellbrook	\$14,300.00
2025/28/1	Shed	31 Towarri Street Muswellbrook	\$30,895.00
2025/24/1	Shed and demolition of existing concrete slab	51 Ruth White Avenue Muswellbrook	\$39,696.00
2025/15/1	Subdivision, Three (3) Lot Boundary Adjustment	16-18 Ogilvie Street Denman	\$15,000.00
2025/10/1	Fence and Carport x 2	81 King Street Muswellbrook	\$25,000.00
2025/22/1	Change of Use - Multi Dwelling housing (comprised of three dwellings)	32 Cook Street Muswellbrook	\$260,000.00
2025/20/1	Dwelling & Attached Garage	1 Redzel Close Muswellbrook	\$442,882.00
2024/65/3	S4.55(1A) Modification - Single Storey Dwelling, Swimming Pool, Cabana & Shed	4 Shearer's Close Muswellbrook	\$813,205.00
2021/13/3	S4.55 (1A) Modification - Educational establishment continuation of use (Demountable Classrooms)	104 Hill Street Muswellbrook	\$0.00
2025/23/1	Shed & Pool	3 Stockyard Parade Muswellbrook	\$88,000.00
2025/21/1	Farm Building Extension	750 Yarrowa Road Denman	\$72,994.00
2025/18/1	Swimming Pool & Consolidation of Three (3) Lots Into One (1)	42 Brentwood Street Muswellbrook	\$32,000.00
2025/14/1	Two (2) Lot Strata Subdivision	9 Fleming Street Muswellbrook	\$10,000.00
2025/17/1	Inground Fibreglass Swimming Pool & Associated Safety Barriers	12 Manning Street Muswellbrook	\$39,278.00
2025/16/1	Inground Fibreglass Swimming Pool & Associated Safety Barriers	16a Martindale Street Denman	\$43,605.00
2025/12/1	Shed	15 Bowman Street Muswellbrook	\$23,305.00
2025/7/1	Demolition - Residence, House and Outouses	1821 Castlerock Road Muswellbrook	\$32,000.00



DA No.	DESCRIPTION	PROPERTY	VALUE
2025/6/1	Demolition - Residence, House and Outhouses	1041 Castlerock Road Muswellbrook	\$32,000.00
2025/5/1	Carport	13 Mataro Avenue Muswellbrook	\$17,896.00
2024/92/1	Change of use - Place of Public Worship and Minor Works	75 Bridge Street Muswellbrook	\$100,000.00
2024/86/1	Fifty Nine (59) Lot Subdivision	Northview Circuit Muswellbrook	\$5,494,500.00
2024/82/1	Taxi Depot	47a Maitland Street Muswellbrook	\$350,000.00
2024/81/1	Inground Fibreglass Swimming Pool and Associated Safety Barriers	9 Herdsman Close Muswellbrook	\$48,870.00
2024/60/1	Construction of K-12 School	72-74 Maitland Street Muswellbrook	\$7,892,500.00
2024/36/1	Subdivision of (2) Lots into thirty three (33) Lots and Construction of multi dwelling housing	Ironbark Road Muswellbrook	\$20,679,314.00
2024/24/1	Demolition & Construction of Childcare Centre	118 Maitland Street Muswellbrook	\$4,268,105.00
2024/23/1	Inground Swimming Pool & Associated Barriers	27 Chardonnay Street Muswellbrook	\$30,000.00
2024/9/1	Demolition Of Existing Structures & Construction of Childcare Centre	38 Maitland Street Muswellbrook	\$1,924,000.00
2023/135/1	Shed	44 Cousins Street Muswellbrook	\$30,000.00
2023/123/1	Dwelling - Relocated	478 Sandy Creek Road Muswellbrook	\$135,240.00
2021/29/2	S4.55(1A) Modification - Relocation of Existing Dwelling & Construct New dwelling	49 Carl Street Muswellbrook	\$490,000.00
2019/53/1	Subdivision of Two (2) Lots into Seventy Five (75) Lots	9027 New England Highway Muswellbrook	\$4,875,600.00
2025/30/1	Extensions to Existing Shed	125 Maitland Street Muswellbrook	\$15,000.00
2025/29/1	The development proposed is the construction of a 7m x 12m shed on concrete slab, in the back yard of 34 Dumaresq Street Muswellbrook. the shed will be woodland grey colour, the shed will also have stormwater connected to the existing seepage pit	34 Dumaresq Street Muswellbrook	\$31,231.00
2025/27/1	shed	10 Wilson Street Muswellbrook	\$30,000.00
2025/26/1	Proposed Community Infrastructure Depot with office area, staff amenities, vehicle repair workshop, store, external material bays, wash bay and	252 Coal Road Muswellbrook	\$16,132,600.00



DA No.	DESCRIPTION	PROPERTY	VALUE
	associated parking for staff, visitors, commercial/work vehicles, trucks, articulated vehicles, plants and equipment for Council depot & maintenance operation		
2025/19/1	Project includes BESS concrete slab with a fenced compound	31-35 Rutherford Road Muswellbrook	\$500,000.00
2025/4/1	Subdivision of the land and Construction of two residential buildings.	29 Kamilaroi Street Muswellbrook	\$800,000.00
2024/91/1	Relocatable home to be placed on rear of property.	12 Hyde Street Denman	\$120,000.00
2024/84/1	30ft prefabricated container house .	64a Osborn Avenue Muswellbrook	\$80,000.00
2024/74/1	Dwelling	120 Reedy Creek Road Hollydeen	\$330,000.00
2022/17/2	Dwelling	2 Shaw Crescent Muswellbrook	\$210,000.00
2019/102/3	MOD - 5MW solar farm including solar array, grid connection, inverters, switching station.	1333 Merriwa Road Denman	\$11,960,115.00

Total = 44

20.1.12

Inspect onsite wastewater sewerage systems to ensure they are installed and maintained in compliance with regulatory requirements.

On-site Wastewater Statistics - 13 Month Analysis (2024/2025)

	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sept 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25
Applications Received (new installation)	0	0	0	1	0			0	0	0	2	2	0
Applications Approved (new installation)	0	0	0	0	0			0	0	0	0	2	1
Inspections (new system)	1	0	1	0	0			0	1	0	2	1	3
Inspections (existing system)	10	13	2	1	0			0	2	1	1	2	5



24.1.5 Registration and inspection of regulated premises (caravan parks, food outlets, skin penetration premises, hairdressers, mortuaries, air handling systems) in accordance with regulatory requirements to ensure public health and safety is protected.

	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sept 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25
Applications Received (new businesses)	5	1	1	0	0			0	0 NB: 34 Temp food received	2	0	0	1
Inspections (new businesses)	2	0	1	2	3			0	2 NB: 28 Temp food inspected	2	0	0	0
Inspections (existing businesses)	28	14	0	24	1			0	0	14	1	0	1
Re-inspections	0	0	0	0	0			0	0	0	0	0	0

4.1.1.1 Reduce the environmental impact of development on our community by carrying out regular inspection of building sites and monitoring waste.

Building Site Compliance Inspection Statistics – 13 Month Analysis (2024/2025)

	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sept 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25
Total Sites Inspected	16	9	11	3	12			15	11	11	3	12	6
Total non-compliant and educated	0	0	0	0	0			0	0	0	0	0	0
Total compliance after education	0	0	0	0	0			0	0	0	0	0	0
Total Penalty Notices Issued	0	0	0	0	0			0	0	0	0	0	0



14.1.11 Continue surveillance and regulation of illegal dumping on an ongoing basis through participation in the Hunter Central Coast Regional Illegal Dumping Squad

Illegal Dumping Statistics – 13 Month Analysis (2024/2025)

	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sept 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25
Total Investigations	5 (1 report made with no waste found)	4	5	10	18			0	7	10	14	20	9 new
Total Clean up by Council - insufficient evidence	2	0	0	0	0			0	0	0	0	0	2
Total Clean Up by individual	0	0	0	0	0			0	1	1	0	1	1
Total Penalty Notices Issued	0	0	0	0	0			0	0	0	0	0	0
Court Attendance Notice Issued	0	0	0	0	0			0	0	0	0	0	0
Still under investigation	2	4	5	10	18			0	6	9	0	19	40 (change of search parameters to capture outstanding to March 2024).



24.1.8 Ensure statutory requirements under the Private Swimming Pools Program (Swimming Pool Act 1992) are implemented.

Swimming Pool Compliance Statistics – 13 Month Analysis (2024-2025)

	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep t 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Total
Applications for Compliance Certs.	3	2	3	0	6			0	1	0	11	3	7	36
Total compliance inspections (not inc. finals for OCs)	5	10	4	6	6			7	6	3	11	7	13	78
Initial Inspections	4	4	1	4	4			5	3	0	6	6	10	47
Re-inspections	1	6	3	2	2			2	3	3	5	1	3	31
Compliance Certs / Occ. Certs issued	1	5	4	3	4			4	3	4	7	4	6	45
Fees invoiced	\$514	\$1200	\$572.73	\$650	\$1100			\$1300	\$350	\$600	\$1363.64	\$650	\$800	\$9,100.37

Total Pools in Council's SPR = 1004

(Note: 1145 records in SPR but 138 have been notified as demolished, 2 are Council's Public Pools and 1 is on Crown Land)

Current Compliance = 20.21%

SUSTAINABILITY

March 2025

Air Quality

Sustainability staff continue to complete weekly air quality filter cartridge changes. Sustainability staff have trained three other Council staff in performing this task to cover for periods of leave and/or illness. Staff are continuing to work with a Newcastle university PhD student who is developing a low-cost air quality sensor program.

Flying Foxes

Regular counts have been undertaken at both the Muswellbrook and Denman Camps with numbers from these counts passed on to the CSIRO for their National Flying Fox Monitoring Program. A Threatened Species license has been obtained from Department of Climate Change Environment, Energy and Water to undertake some vegetation trimming along the banks of Muscle Creek behind both The Remington and the Muswellbrook Motor Inn as the flying foxes are now roosting very close to these premises and have forced the closure of the



outdoor eating area at the Remington. This vegetation trimming will be performed by a local licensed contractor. A condition of the license is that a wildlife carer and a Sustainability officer are in attendance and that the trimming must only occur after the flying foxes have left for the evening. The Remington is currently trialling some odour absorbing pots to determine if it helps combat the flying fox odour in the guest's rooms. If they are successful, more pots will be ordered for residents living near the camp. Numbers have swelled recently in Muswellbrook with the arrival of the Little Red Flying Foxes. Numbers were estimated to be between 16,000 and 17,000. The Flying Fox Camp at the Denman Van Village persists. There are only Grey Headed Flying Foxes in this camp, the Little Red Flying Foxes are not present in Denman.

Net Zero

Sustainability and Planning staff continue to undertake actions from Council's Net Zero Plan. Staff have been providing data and input to EVenergi, who have been engaged to develop a *Sustainable Fleet, Plant and Equipment Strategy* for Council. This strategy will guide staff in identifying which vehicles and equipment are suitable for transition to more sustainable alternatives, and where the associated costs make this transition feasible.

Free native seedlings giveaway

500 native seedlings were given away over 3 days to Muswellbrook Shire residents. This is part of yearly events that see over 1000 seedlings given away.

University Visit to Muswellbrook

In March University of Newcastle students visited the Muswellbrook Sustainability Hub to dive into key discussions lead by Council, AGL and Landcare staff, including:

Net-zero roadmaps for both AGL and Muswellbrook Shire Council

Post-mining impacts on our community and region

Climate change strategies and planning for a more sustainable future

A guided tour of the Sustainability Hub's initiatives

A bus tour around Muswellbrook to see firsthand how our region is evolving

It was a fantastic opportunity to share insights, explore challenges and discuss real-world solutions for a sustainable future.



Creek Life Mural on Muscle Creek

A new mural "Creek Life" by Lisa Wiseman along Muscle Creek was completed with some help from community members. This project has been assisted by the NSW Government through its Environmental Trust as part of the Restoration of Muscle Creek for Community and Environmental Benefit Project.



Sustainable Futures Network

As part of the Sustainable Futures Network education activities, buses, experts on ground works are funded through the NSW Government's Environmental Trust. The project is now in the final stage. This means funding will no longer be available to educational groups when this project ends in February 2026.

Polly Farmer Foundation Follow the Dream students from Muswellbrook High School visited the Sustainability Hub to continue their work on the bush food & medicine garden. Over the years the students and tutors have planted 100's of native seedlings and created artwork. We hope the garden will become a place for our community to learn about native plants.

Also, in March Sustainability staff did some activities with over 100 kids at Muswellbrook Preschool & Kindergarten about water creatures. And Muswellbrook High School took part in water watch activities at Tarinpa.





Fieldwork at Tarinpa (Hunter Beach)

On Tuesday 18th 7S and one of our Big Picture students with an interest in biology went on fieldwork to Tarinpa (Hunter Beach) to undertake water testing and other fieldwork activities to learn more about the health of our local waterways with their teachers Mrs Farrell (Geography) and Mr Mtetwa (Science). A huge thank you to Mick Brady from Muswellbrook Shire Council for organising transport for the students and again sharing his knowledge of water bugs and the importance of this area.



Planting Denman Sewerage Treatment Plant.

In March weed control and planting of 1000 native seedlings along the Hunter River was undertaken. Some vandals damaged and removed seedlings and flooding impacted some plants. However, steps were taken to try to prevent more damage.

Muswellbrook Show

Sustainability staff attended the Muswellbrook Show over 2 days. Staff have been working to encourage events such as these to consider sustainable actions. Water refill stations were used. Also Warrior Disability Services used shredded paper to make seed cards that were given away to community members. We are always looking at locally made, sustainable giveaways as an alternative to the plastic, cheap non local items that many store holders giveaway.



Clean Up Australia Day

In March Clean Up Australia Day activities were held with Muswellbrook High School and Denman Public School.



Clean Up Australia Day

35 years of keeping Australia beautiful - and our Year 7s just joined this amazing legacy!

Our awesome students hit the schoolyard today for Clean Up Australia Day, rolling up their sleeves and showing some serious love for our environment.

Pretty incredible to think this movement has been bringing Aussies together to protect our gorgeous backyard since 1989.

Our kids definitely did us proud today! ♥

And a big thank you to Michael Brady from Muswellbrook Shire Council.





Sustainable Futures – Muswellbrook Facebook

The popularity of the Sustainable Futures – Muswellbrook Facebook page continues to grow. It has now received 1900 page likes and 2,100 page followers. This page continues to be a great way for Council to engage with the community around a range of sustainability topics. This includes promotion of sustainability activities, waste management practices, FOGO, sewerage management, the Reuse Shop, soft plastic recycling, Sustainability Hub activities, reducing food waste, plastic free July, worm farms, composting, grant projects and more.



10.2. Corporate Services

10.2.1. Library Membership Policy and Library Collection Management Policy for Adoption

Responsible Officer: Director - Community & Economy

Author: Head Librarian

Community Strategic Plan: 2 - Social Equity and Inclusion

Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community

Delivery Program Goal: Not Applicable

Operational Plan Action: Not applicable

Attachments:

1. Library Membership Policy MSC078E [10.2.1.1 - 5 pages]
2. Library Collection Management Policy MSC077E [10.2.1.2 - 6 pages]

PURPOSE

To submit for Council's consideration the attached *DRAFT Library Membership Policy* and *DRAFT Library Collection Management Policy* for adoption, which have completed 28 days of public exhibition.

OFFICER'S RECOMMENDATION

Council adopts the *Library Membership Policy* and the *Library Collection Management Policy*

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

A review of the *Library Membership Policy* and the *Library Collection Management Policy* has been completed to align it with current industry recommendations and requirements. The updated policies reflect the changing nature of Library collections and include additional reference to digital collections and memberships. Both policies remain focused on the delivery of well-resourced and thoughtful Library services to the Muswellbrook Shire community. The Draft Policies have completed 28 days of public exhibition during which no submissions were received.

PREVIOUS RESOLUTIONS

The Draft Policies were reported to the 25 February 2025 Ordinary Council Meeting, where Council resolved as follows:

1. Council endorses the *DRAFT Library Membership Policy* and *DRAFT Library Collection Management Policy* for placement on public exhibition via Council's website for a period of 28 days.
2. A further report be submitted to Council for consideration once the exhibition period has been completed.



BACKGROUND

Muswellbrook Shire Libraries (the Library) is committed to serving the information and recreation needs of the residents of Muswellbrook Shire.

The *DRAFT Library Membership Policy* (attachment 1) provides guidance on the requirements for obtaining membership of the Library and outlines the responsibilities of membership. The *Library Membership Policy* was last adopted in 2021 and was due for review.

The *DRAFT Library Collection Management Policy* (attachment 2) provides guidance on the management of Library collection items including physical and digital collections and provides a framework which ensures equitable access to a diverse range of resources to meet the changing needs of the community. The *Library Collection Management Policy* was last adopted in 2021 and was due for review.

A review of the policies has been completed to align them with current industry recommendations and requirements. The updated policies reflect the changing nature of Library collections and include additional reference to digital collections and memberships and ensure alignment with recently published Child Safe Principles. Both policies remain focused on the delivery of well-resourced and thoughtful Library services to the Muswellbrook Shire community.

CONSULTATION

Head Librarian

Manager Community Services

State Library NSW

ALIA

Audit, Risk and Improvement Committee

Community via public exhibition on Council's website from 27 February 2025 to 27 March 2025.

REPORT

At the 25 February 2025 Ordinary Council Meeting, Council endorsed the *DRAFT Library Membership Policy* and the *DRAFT Library Collection Management Policy* to be placed on public exhibition, via Council's website, for a period of 28 days.

The Policies were exhibited on Council's website from 27 February 2025 to 27 March 2025.

No submissions were received by Council during the submission period.

The Draft Policies were reviewed by Council's Audit, Risk and Improvement Committee and the committee members had no comments to make on the policy.

FINANCIAL CONSIDERATIONS

Nil.

POLICY IMPLICATIONS

The policies were reviewed in line with Council's Policy Management Framework.

STATUTORY / LEGISLATIVE IMPLICATIONS

Legislation relating to the *DRAFT Library Membership Policy* and *DRAFT Library Collection Management Policy* includes:

- Library Act 1939



- Library Regulation 2018 (NSW)
- Classification (Publications, Films and Computer Games) Act 1995 (Cth)
- Children and Young Persons (Care and Protection) Act 1998

RISK MANAGEMENT IMPLICATIONS

Not applicable.

COMMUNITY CONSULTATION / COMMUNICATIONS

Public exhibition of the Policies on Council's website from 27 February 2025 to 27 March 2025 provided the Community with an opportunity to make submissions. No submissions were received by Council during the submission period.



**muswellbrook
shire council**

Library Membership Policy

MSC078E

Authorisation Details

Authorised by:		Internal/External:	External
Date:		Minute No:	
Review timeframe:	4 years	Review due date:	
Department:	Community Services		
Document Owner:	Head Librarian		
Community Strategic Plan Goal	4. A culturally rich and diverse Community with strong identities, history and sense of belonging		
Community Strategic Plan Strategy	4.3 Host and support a diverse range of cultural activities and events which create a sense of identity and belonging, engage the local community and attract visitors		
Delivery Program activity	4.3.1 Develop and implement a program of Shire events to engage more locals and attract more visitors		

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1. Policy Objective

The objectives of this policy are:

- Outline the requirements for people wanting to become a member of the Muswellbrook Shire Libraries
- Outline the responsibilities and conditions of library membership

2. Purpose

The purpose of this policy is to outline the requirements for obtaining membership of the Muswellbrook Shire Libraries and also outline the responsibilities of library membership.

3. Rationale

People applying for a new library membership to borrow resources from the Muswellbrook Shire Libraries are required to provide appropriate identification and to agree to follow the Library's policies and procedures

4. Scope

This policy applies to all members of the public who are currently or wish to become a member of the Muswellbrook Shire Libraries. The Muswellbrook Shire Libraries services the communities who reside and work within the Muswellbrook Shire Council area.

5. Policy Statement

5.1 Membership

Membership to the Library is free, in accordance with the requirements of the Library Act 1939.

The Library offers several different categories of membership and requires formal identification for full membership to the library service, as detailed below. To be eligible for full membership, customers must live, work or attend school in NSW otherwise customers can apply for temporary membership.

5.2 Categories of Membership

Library membership is available in the following categories:

- Dependant Minor (Junior and Young Adult) – Persons under the age of 18 years may become members (including infants) provided they have permission of a parent or legal guardian. The parent or guardian should accompany the child to the library and produce current identification when signing up the Junior member. The parent or legal guardian must agree to responsibility for any return of items and payments of late/replacement fees.
- Independent Minor –Independent young adults over the age of 16 years who are living out of home may join the library by showing identification with proof of ID. Independent young adult members must agree to the responsibility for the return of items and the payment of late/replacement fees.

- Adult (Adult and Senior 65+) – Permanent residents and ratepayers of Muswellbrook Shire and of neighbouring shires may join free of charge upon application.
- Temporary Membership – Visitors and non-residents who are current members of their local public library within Australia may join as a reciprocal borrower. This type of membership is free, however a current legal identification is required.
- Institutional – Local organisations, schools and Australian library services may join the library at the approval of library management.

Digital Membership (eCard) – residents of the Muswellbrook Shire are eligible to become digital members. Digital members are limited to accessing digital library materials only.

5.3 Accepted Forms of Identification

Current Identification showing the current address must be produced prior to becoming a member. Alternatively, where ID is not available listing a current address, two forms of ID forms of identification may be presented.

Accepted forms of documentation are listed below:

- Drivers licence
- Health care concession card
- Lease agreement
- Council rates notice
- Utility account notice
- Student card
- Bank statement with address included
- Alternate forms of ID may be accepted provided that it includes current address details and is supplied by an official third party.

5.4 Responsibilities of Membership

Applicants for general library membership receive a physical library card and the library member, or guarantor for member, assumes full responsibility for all use made of their card. By signing the membership card, the card holder agrees to comply with all library policies and procedures; to pay all fees; to be responsible for any loss or damage to materials; to provide immediate notice of any change of address and contact details; and to provide immediate notice if the card is stolen, lost or damaged.

A membership card or proof of identification is required each time a library member wishes to borrow library materials. A membership card or proof of identification is also required for members to use audio-visual equipment and public computers in line with eSmart recommendations. In the occurrence a membership card is forgotten, accepted forms of identification may be used to loan items from the library.

5.5 Suspension of Membership

Membership can be suspended due to a breach of acceptable behaviours as detailed in the *Muswellbrook Shire Libraries Overdue Procedure, New South Wales Library Act 1939 or New South Wales Library Regulation 2018*. . Suspension of library membership is only at the discretion of the Head Librarian or higher management.

5.6 Membership Card Replacement

A replacement fee is charged for a lost or stolen membership card. No fee is charged to replace a worn out or obsolete borrower's cards. Fees for card replacement may be waived only by the Head Librarian or higher management.

5.7 Complaints

Any complaints are to be firstly directed to the Head Librarian. If the customer remains unsatisfied, they may write to the General Manager.

6. Legislation

New South Wales Library Act 1939

New South Wales Library Regulation 2018

6.1 Details History

Version No.	Date Modified	Modified by	Amendments made
2.0	20/01/2021	L Allan	Changes to library name and scope of policy. Muswellbrook Shire Libraries no longer a member of UHLN. Adopted by Council on 28 September 2021, minute number 105.
3.0	17/02/2025	L Allan	Changes to ID requirements for Digital membership Changes to Library membership suspension conditions Changed policy code from L1-3. Public exhibition of draft policy 27/02/2025-27/03/2025.



Library Collection Management Policy

MSC077E

Authorisation Details

Authorised by:		Internal/External:	External
Date:		Minute No:	
Review timeframe:	4 years	Review due date:	
Department:	Community Services		
Document Owner:	Head Librarian		
Community Strategic Plan Goal	4. A culturally rich and diverse Community with strong identities, history and sense of belonging		
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1. Policy Objective

This policy focuses on the Library collection as a significant community resource which needs to be managed efficiently and provides a framework which ensures equitable access to a diverse range of resources to meet the changing needs of the community.

The collection management policy:

- Supports the identification and allocation of collection funds for current and future priorities.
- Ensures that objectivity and professional rigour inform the selection, allocation, rotation and weeding processes.
- Informs guidelines for the collection including subject profiles, depth of coverage and resource formats.
- Ensures that the operation of the library service is in accordance with the relevant Acts, regulations and codes governing public libraries in New South Wales.
- Provides an essential tool for induction, reference and ongoing staff training.

2. Scope

This policy provides direction for the acquisition, maintenance and retention of all materials for the collection.

3. Definitions

Library	Muswellbrook Shire Libraries encompassing Muswellbrook, Denman and digital library branches.
Council	Muswellbrook Shire Council
Collection	Refers to all collections owned by the Library including physical and digital resources

4. Policy Statement

4.1 Collection Principles

A range of resources are included in the collection to meet the diverse ages, interests, cultures, languages and literacy levels of the community served.

The following principles underpin the collection management at the Library:

- **Access:** The Library will provide free adequate and convenient access to all resources
- **Equity:** The Library will make available resources to all people regardless of gender, age, disability, ethnic origin or economic status
- **Participation:** The Library will actively engage with the community through feedback processes
- **Cultural relevance:** The Library will collect resources which support the library related needs of all sectors of the local communities
- **Quality and range:** The Library will provide a wide range of resources with a strong focus on quality in terms of content, presentation and format.

- Information and learning: The Library will support lifelong learning with the provision of up to date and accessible library resources in a variety of formats
- Preservation: The Library will preserve records of local and regional significance

The Library does not attempt to duplicate the services and materials offered by other library providers. Through cooperative agreements, resources of other libraries may be available to members of the Library through the Inter-Library Loan and bulk loan service.

4.2 Selection Mechanisms

The library collection shall be an unbiased and diverse source of information, representing as many viewpoints as possible. Materials will be selected for all ages and not excluded because of race, nationality, religion, gender, sexual orientation, or political and social views of the author. Inclusion of materials does not imply agreement with or endorsement of content.

General criteria for selection of library materials include but are not limited to:

- Community and stakeholder engagement
- Significance of author or subject
- Local significance or emphasis
- Literary merit
- Importance of the subject matter to the collection
- Accessibility
- Age
- Suitability of the format
- Licensing requirements

4.3 Exclusions

The Library does not collect the following categories of material:

- Expensive or rare items inappropriate to a public library collection
- Ephemeral material unless they have significance to the local area.
- Superseded formats
- Items prohibited by law
- Old, out of date materials unless specially acquired for the Library regional history collection.
- Textbooks and curriculum related materials are provided only when those materials also serve the general public.
- Legal and medical works will only be acquired for the collection only to the extent that they are useful to the general community or make up part of the State Library Legal Answers collection or Drug Information collection.

4.4 Donations

The Library may accept donations which meet selection criteria. Acceptance of donated items does not guarantee inclusion in the collection. Items donated to the Library become the property of the Library. Donations will be assessed individually utilising the Library selection profiles.

4.5 Controversial materials

It is recognised that many materials are controversial and that a particular item may offend some members of the community. Powers of censorship are vested in Federal and State Governments and materials will not be rejected on moral, political, racial or religious grounds if it otherwise meets selection guidelines.

Materials prohibited by law will not be included in the collection.

Material will be allocated to the most appropriate collection based on industry best practices and Australian classification guidelines, for example adult, young adult or junior collections. Items will not be excluded from the collection on the grounds that they are not suitable for minors. Parents and guardians are responsible for guiding the reading, listening and viewing practices of the children under the age of 16 still in their care.

Muswellbrook Shire Libraries supports the Australian Library and Information Association's (ALIA) 'Free Access to Information Statement'.

4.6 Collection maintenance and retention

The library collection is evaluated regularly to ensure it meets the needs of our community. Evaluation of library collections will utilise a number of mechanisms including:

- Turnover statistics
- Circulation
- Online/digital usage
- Stock held
- Age of collection
- Acquisition and discard rates

Deselection of material from the circulating collection is an essential part of effective collection maintenance. Items may be deselected for several reasons outlined in the Library Weeding Procedure.

4.7 Disposal of withdrawn stock

Withdrawn stock may be:

- Gifted to approved local not-for-profit organisations;
- Resold through approved channels; or
- Recycled at the discretion of the Library in accordance with applicable standards and regulations.

5. Delegations

There are no delegations associated with this policy.

6. Legislation

The Library operates within the framework of the Library Act of NSW and its associated regulations. Statements by the Australian Library and Information Association (ALIA) and the Library Council of New South Wales supporting these and other principles are available at the following websites:

- Library Act 1939
- Library Regulation 2018 (NSW)ALIA Statement on Free Access to Information
- ALIA Statement on Information Literacy for AllALIA Statement on Online Content Regulation
- State Library of NSW Policies
- Classification (Publications, Films and Computer Games) Act 1995 (Cth)

Current research and the collection policies of other libraries were also considered in the development of this policy.

7. References

There are no associated policies referenced.

8. Dispute Resolution

Persons raising an objection to the inclusion, or exclusion, of an item in the Library collection will be asked to provide a written explanation of their objections to the Head Librarian, citing specifics from the material in question. The Library will respond to the request in accordance with this Collection Management Policy and other applicable standards and regulations. The final decision will be made at the discretion of the Head Librarian.

9. Details History

Version No.	Date changed	Modified by	Amendments made/Previous adoption details
V1.0	28/09/2021	Head Librarian	Adopted by Council on 28 September 2021, minute number 105.
V2.0	17/02/2025	Head Librarian	Addition of ALIA Freedom to read principles Amended policy code from L06/21. Public exhibition of draft policy 27/02/2025-27/03/2025.

**10.2.2. Contributions to Boundary Fencing Policy for Adoption**

Responsible Officer: General Manager

Author: Director - Infrastructure & Property

Community Strategic Plan: 5 - Community Infrastructure

Effective and efficient infrastructure that is appropriate to the needs of our community

Delivery Program Goal: 5.1.2 - Maintain and continually improve asset management.

Operational Plan Action: Not applicable

Attachments: 1. Contributions to Boundary Fencing - MSC071E [10.2.2.1 - 5 pages]

PURPOSE

To submit for Council's consideration the attached *Contributions to Boundary Fencing Policy* for adoption, which has completed 28 days of public exhibition.

OFFICER'S RECOMMENDATION

Council adopts the *Contributions to Boundary Fencing Policy*.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

A review of the *Contributions to Boundary Fencing Policy* has been carried out, and the Draft Policy has completed 28 days of public exhibition, with no submissions received.

PREVIOUS RESOLUTIONS

The Draft Policy was reported to the 25 February 2025 Ordinary Council Meeting, where Council resolved as follows:

1. Council provides notice of intention to adopt the *Draft Contributions to Boundary Fencing Policy*, by placing it on public exhibition via Council's website for a period of 28 days;
2. As an interim arrangement until adoption of the policy, Council may, at its discretion, apply the draft policy to assist with its determination of any requests for assistance; and
3. A further report be submitted to Council for consideration of submissions received during the exhibition period.

BACKGROUND

The *Contributions to Boundary Fencing Policy* (the Policy) provides guidance on the manner in which Council contributes to a dividing fence application.

The *Contributions to Boundary Fencing Policy* was last adopted by Council on 14 October 2013.



A review was undertaken of Council's current *Contributions to Boundary Fencing Policy MSC071E*, and amendments were made to ensure clarity on contributions and amounts for operational and community land.

CONSULTATION

General Manager

Director Infrastructure and Property

Group Manager - Infrastructure and Operations

Technical Officer - Traffic & Roads

Legal Counsel

Business Improvement Officers

Audit, Risk & Improvement Committee

Community via public exhibition on Council's website 27 February 2025 to 27 March 2025

REPORT

At the Ordinary Council Meeting held on 25 February 2025, Council endorsed the *Draft Contributions to Boundary Fencing Policy* to be placed on Public Exhibition, via Council's website, for a period of 28 days.

The Draft Policy was exhibited on Council's website from 27 February 2025 to 27 March 2025.

No submissions were received by Council during the submission period.

The Draft Policy was reviewed by Council's Audit, Risk and Improvement Committee, and the committee members had no comments to make on the policy.

FINANCIAL CONSIDERATIONS

Ongoing Operational and Maintenance Costs Implications Associated with Capital Project

1. Financial Implications – Capital

Not applicable.

2. Financial Implications – Operational

Nil known with the proposed amendments to the Policy.

POLICY IMPLICATIONS

The policy was reviewed in line with Council's Policy Management Framework.

STATUTORY / LEGAL IMPLICATIONS

Dividing Fences Act 1991

Local Government Act 1993

RISK MANAGEMENT IMPLICATIONS

The Policy mitigates the risk of misappropriation of Council resources that may be imposed on Council that is not required under section 25 of the Dividing Fences Act 1991.

COMMUNITY CONSULTATION / COMMUNICATIONS

Public exhibition of the Draft Policy on Council's website from 27 February 2025 to 27 March 2025 provided the Community with an opportunity to make submissions. No submissions were received by Council during the submission period.



**muswellbrook
shire council**

Contributions to Boundary Fencing Policy

MSC071E

Authorisation Details

Authorised by:		Internal/External:	External
Date:		Minute No:	
Review timeframe:	4 years	Review due date:	
Department:	Infrastructure and Property		
Document Owner:	Director Infrastructure and Property		
Community Strategic Plan Goal	6. Collaborative and responsive community leadership that meets the expectations and anticipates the needs of the community		
Community Strategic Plan Strategy	6.2 Ensure Council is well managed, appropriately resourced, effective, efficient, accountable and responsive to its communities and stakeholders		

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1. Policy Objective

The policy provides guidance on the manner in which Council may make a contribution to a dividing fence application.

2. Risks being addressed

The policy mitigates the risk of misappropriation of Council resources that may be imposed on Council that is not required under section 25 of the Dividing Fences Act 1991.

3. Scope

This policy applies to boundary fences for public land classified as Operational Land or Community land.

4. Definitions

Term	Definition
Access way	means a laneway or path for pedestrian access to join 2 or more Council roads. (<i>Council Definition</i>)
Adjoining owners	means the owners of land on either side of a common boundary, and as defined in the <i>Dividing Fences Act 1991</i> .
Approved Type of Fence	means the proposed fence complies with the setbacks, structural design and materials stated in Council's Development Control Plan (DCP) (<i>exempt and complying development</i>) or has previous development consent and does not exceed the standard for a sufficient dividing fence.
Council Officer	the council officer that is responsible for the asset or adjoining area.
Community land	means land that is classified as community land under Division 1, Part 2, Chapter 6 of the <i>Local Government Act 1993</i> .
Council	Muswellbrook Shire Council
Dividing fence	means a fence separating the land of adjoining owners, whether on the common boundary of adjoining lands or on a line other than the common boundary under the <i>Dividing Fences Act 1991</i> .
Fencing work	means the design, construction, replacement, repair, or maintenance of the whole or part of a dividing fence.
Investment Properties	means properties held for investment reported separately in Council's financial statements from other property, plant, and equipment.
Operational land	means land that is classified as operational land under Division 1 of Part 2 of Chapter 6 of the <i>Local Government Act 1993</i> .
Park	in relation to land, means an area of open space used for recreation, not being bush land.
Public land	under the <i>Local Government Act 1993</i> means any land (including a public reserve) vested in or under the control of the council.
Public reserve	includes a public park under the <i>Local Government Act 1993</i> .

5. Policy Statement

1. In relation to Council controlled land under Section 25 of the Dividing Fences Act 1991, there is no liability on Council to contribute toward fencing work. However, subsection 2 of the Act allows Council to contribute toward dividing fences. Each individual circumstance will be considered on a case by case basis.
2. In respect to dividing fences adjacent to community land (including parks and passive area reserves), Council may consider a contribution towards an approved type of fence.
3. Council may contribute up to the amount of \$800 towards dividing fences adjacent to community land.
4. A dividing fence request must be made to the General Manager in writing.
5. Council staff must approve the type of fence proposed by the applicant prior to construction of the proposed fence.
6. The composition of the fence should align with the principles of passive supervision of public land. Contributions will only be paid following an inspection of the fencing work and acceptance by council staff that the fencing work has been erected in a satisfactory manner.
7. Council will not make contributions to dividing fencing adjacent to operational land unless there is a significant public risk or benefit and is reported to Council for a decision.
8. Council may also contribute up to 50% of the cost of dividing fencing adjacent to Council Investment Properties.
9. Council will not fund retrospective claims.

6. Roles, Responsibilities and Delegations

Role	Responsibility
Director Infrastructure and Property	Determine and approve requests for funding.
General Manager	Determines disputed applications and decides to report to Council.
Council Officer	Assesses the request and make recommendation to the Director. Inspects the fence to confirm it has been erected in a satisfactory manner.

7. Dispute Resolution

An applicant who is dissatisfied with a decision under this Policy may request the Council to review its decision and the Council, at its discretion, may do so.

8. Related Documents

Legislation and Guidelines

- *Dividing Fences Act 1991*
- *Local Government Act*

Policies and Procedures

- N/A

Other Supporting Documents

- N/A

9. Version History

Version No.	Date changed	Modified by	Amendments/Previous adoption details
1	14/04/1997		Adopted by Council on 14/04/1997, minute no 187.
2	11/09/2000		Adopted by Council on 11/09/2000, minute no 1062.
3	13/02/2006		Adopted by Council on 13/02/2006, minute no 12.
4	14/10/2013		Adopted by Council on 14/10/2013, minute no 116.
5	18/02/2025	Director Infrastructure and Property	Revised version. Policy code amended from P60/1. Public exhibition of draft policy 27/02/25-27/03/25.

**10.2.3. Councillor Expenses and Facilities Policy for Adoption**

Responsible Officer:	General Manager
Author:	Manager Governance and Risk
Community Strategic Plan:	6 - <i>Community Leadership</i> Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community
Delivery Program Goal:	6.2.5 - Implement a comprehensive and targeted business improvement program.
Operational Plan Action:	Not applicable
Attachments:	1. Councillor Expenses and Facilities Policy MSC02E [10.2.3.1 - 20 pages]

PURPOSE

To submit for Council's consideration the attached *Councillors Expenses and Facilities Policy* for adoption, which has completed 28 days of public exhibition.

OFFICER'S RECOMMENDATION

Council adopts the *Councillors Expenses and Facilities Policy*.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

Council is required to adopt, within the first 12 months of each term of a council, the *Councillors Expenses and Facilities Policy*. A review of the policy was undertaken and amendments were made to increase the monetary amounts available to Councillors to allow for reasonable expenses in the discharge of their functions of Civic Office. The Draft Policy has completed 28 days of public exhibition and no submissions were received.

PREVIOUS RESOLUTIONS

The Draft Policy was reported to the 25 February 2025 Ordinary Council Meeting, where Council resolved as follows:

1. Council provides notice of intention to adopt the *Draft Councillors Expenses and Facilities Policy* by placing it on public exhibition via Council's website for a period of 28 days; and
2. A further report be submitted to Council for consideration of submissions received during the exhibition period.

BACKGROUND

Section 252 of the *Local Government Act, 1993* (the Act) requires that Council adopts, within the first 12 months of each term of a council, a policy concerning the payment of expenses incurred or to be incurred by, and provision of facilities to, the Mayor, the Deputy Mayor, and other Councillors in relation to the discharging of their functions of civic office.



The policy may provide for fees payable to Councillors to be reduced by an amount representing the private benefit to the Mayor or a Councillor of a facility provided by the Council to the Mayor or Councillor. A council must not pay any expenses incurred, or to be incurred by, or provide any facilities otherwise than in accordance with the adopted policy.

A policy adopted under section 252 must comply with the provisions of the Act, the Regulations and any relevant guidelines issued under section 23A of the Act.

The Council may from time to time amend this policy.

Council's current *Councillors Expenses and Facilities Policy* was adopted by Council at the 23 August 2022 Ordinary Council Meeting.

A review was undertaken of Council's current *Councillors Expenses and Facilities Policy MSC02E* (the Policy), and amendments were made to increase the monetary amounts available to the Mayor, the Deputy Mayor, and Councillors to allow for reasonable expenses.

The Directorate Leadership Group endorsed the *Draft Councillors Expenses and Facilities Policy* at their meeting held on 4 February 2025.

CONSULTATION

Directorate Leadership Group

Chief Financial Officer

Manager Governance and Risk

Business Improvement Officers

Audit, Risk & Improvement Committee

Community via public exhibition on Council's website from 27 February 2025 to 27 March 2025

REPORT

At the 27 February 2025 Ordinary Council Meeting, Council endorsed the *Draft Councillors Expenses and Facilities Policy* to be placed on Public Exhibition, via Council's website, for a period of 28 days.

The Draft Policy was exhibited on Council's website from 27 February 2025 to 27 March 2025.

No submissions were received by Council during the submission period.

The Draft Policy was reviewed by Council's Audit, Risk and Improvement Committee and the Committee members had no comments to make on the policy.

It is recommended that Council adopts the *Councillors Expenses and Facilities Policy*.

FINANCIAL CONSIDERATIONS

Nil.

POLICY IMPLICATIONS

The Policy is due for endorsement by Council and establishes a framework for effective governance, compliance with legislation, and effective use of Council's resources.

STATUTORY / LEGISLATIVE IMPLICATIONS

Local Government Act 1993 (NSW)

252 Payment of expenses and provision of facilities

(1) Within the first 12 months of each term of a council, the council must adopt a policy



concerning the payment of expenses incurred or to be incurred by, and the provision of facilities to, the mayor, the deputy mayor (if there is one) and the other councillors in relation to discharging the functions of civic office.

- (2) The policy may provide for fees payable under this Division to be reduced by an amount representing the private benefit to the mayor or a councillor of a facility provided by the council to the mayor or councillor.*
- (3) A council must not pay any expenses incurred or to be incurred by, or provide any facilities to, the mayor, the deputy mayor (if there is one) or a councillor otherwise than in accordance with a policy under this section.*
- (4) A council may from time to time amend a policy under this section.*
- (5) A policy under this section must comply with the provisions of this Act, the regulations and any relevant guidelines issued under section 23A.*

253 Requirements before policy concerning expenses and facilities can be adopted or amended

- (1) A council must give public notice of its intention to adopt or amend a policy for the payment of expenses or provision of facilities allowing at least 28 days for the making of public submissions.*
- (2) Before adopting or amending the policy, the council must consider any submissions made within the time allowed for submissions and make any appropriate changes to the draft policy or amendment.*
- (3) Despite subsections (1) and (2), a council need not give public notice of a proposed amendment to its policy for the payment of expenses or provision of facilities if the council is of the opinion that the proposed amendment is not substantial.*
- (4) (Repealed)*
- (5) A council must comply with this section when proposing to adopt a policy in accordance with section 252(1) even if the council proposes to adopt a policy that is the same as its existing policy.*

254 Decision to be made in open meeting

The council or a council committee all the members of which are councillors must not close to the public that part of its meeting at which a policy for the payment of expenses or provision of facilities is adopted or amended, or at which any proposal concerning those matters is discussed or considered.

RISK MANAGEMENT IMPLICATIONS

The proposed policy mitigates potential risks to the implementation of Council's Delivery Program and Operational Plan which may occur if the policy is not adopted.

COMMUNITY CONSULTATION / COMMUNICATIONS

Public exhibition of the Draft Policy on Council's website from 27 February 2025 to 27 March 2025 provided the Community with an opportunity to make submissions. No submissions were received by Council during the submission period.



Councillor Expenses and Facilities Policy

MSC02E

Authorisation Details

Authorised by:		Internal/External:	External
Date:		Minute No:	
Review timeframe:	Within the first 12 months of the term of each new Council		
Review due date:			
Department:	Governance and Risk		
Document Owner:	Manager Governance and Risk		
Community Strategic Plan Goal	6. Collaborative and responsive community leadership that meets the expectations and anticipates the needs of the community.		
Community Strategic Plan Strategy	6.2 Ensure Council is well managed, appropriately resourced, effective, efficient, accountable and responsive to its communities and stakeholders.		
Delivery Program activity	6.2.1 Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.		

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Policy summary

This policy enables the reasonable and appropriate reimbursement of expenses and provision of facilities to Councillors to help them undertake their civic duties.

It ensures accountability and transparency, and seeks to align Councillor expenses and facilities with community expectations. Councillors must not obtain private or political benefit from any expense or facility provided under this policy.

The policy has been prepared in accordance with the *Local Government Act 1993* (the Act) and *Local Government (General) Regulation 2021* (the Regulation) and complies with the Office of Local Government's Guidelines for the payment of expenses and provision of facilities to Mayors and Councillors in NSW.

The policy sets out the maximum amounts Council will pay for specific expenses and facilities. Expenses not explicitly addressed in this policy will not be paid or reimbursed.

The main expenses and facilities are summarised in the table below. All monetary amounts are exclusive of GST.

Expense or facility	Maximum amount	Frequency
General travel expenses	\$10,000 total	Per year
Interstate, overseas and long-distance intrastate travel expenses	\$ as above	Per year
Accommodation	\$15,000 total	Per year
Meals	The daily limits for meal expenses are: Breakfast - \$32.10 Lunch - \$36.10 Dinner - \$61.50	Per meal/per day
	\$6,000 total for all Councillors	Per year
Professional development, Conferences and Seminars	\$25,000 total for all Councillors	Per year
ICT expenses	Devices supplied by Council Telephone Usage for the Mayor only	Per year
Carer expenses	\$6,000 total per Councillor	Per year
Access to facilities in a Councillor common room [where applicable Clause 9.1]	Provided to all Councillors	Not relevant
Council vehicle and fuel card [where applicable Clause 10] - Mayor	A vehicle Allowance will be provided to the Mayor in accordance with Council's Motor Vehicle Fleet Policy and Procedure	Per year

Expense or facility	Maximum amount	Frequency
Reserved parking space at Council offices	Not provided	Not relevant
Furnished office [where applicable Clause 10]	Provided to the Mayor	Not relevant
Staff supporting Mayor and Councillors [where applicable Clause 10]	Provided to the Mayor and Councillors	Not relevant

Additional costs incurred by a Councillor in excess of these limits are considered a personal expense that is the responsibility of the Councillor.

Councillors must provide claims for reimbursement within three months of an expense being incurred. Claims made after this time cannot be approved.

Detailed reports on the provision of expenses and facilities to Councillors will be publicly tabled at a council meeting every six months and published in full on council's website. These reports will include expenditure summarised by individual Councillor and as a total for all Councillors.

Part A – Introduction

1. Introduction

- 1.1. The provision of expenses and facilities enables Councillors to fulfil their civic duties as the elected representatives of Muswellbrook Shire Council.
- 1.2. The community is entitled to know the extent of expenses paid to Councillors, as well as the facilities provided.
- 1.3. The purpose of this policy is to clearly state the facilities and support that are available to Councillors to assist them in fulfilling their civic duties.
- 1.4. Council staff are empowered to question or refuse a request for payment from a Councillor when it does not accord with this policy.
- 1.5. Expenses and facilities provided by this policy are in addition to fees paid to Councillors. The minimum and maximum fees a council may pay each Councillor are set by the Local Government Remuneration Tribunal as per Section 241 of the Act and reviewed annually. Council must adopt its annual fees within this set range.

2. Policy objectives

- 2.1. To comply with the provisions of Section 252 of the *Local Government Act 1993* (the Act), the *Local Government (General) Regulation 2021* (the regulations) and the Guidelines released by the Office of Local Government (October 2009) concerning the payment of expenses incurred or to be incurred by, and the provision of facilities to, the Mayor, the Deputy Mayor and Councillors in relation to discharging the functions of Civic Office.

Note: This policy excludes annual fees paid to the Mayor and Councillors under sections 248-251 inclusive of the Act

3. Principles

- 3.1. Council commits to the following principles:

Proper conduct: Councillors and staff acting lawfully and honestly, exercising care and diligence in carrying out their functions

Reasonable expenses: providing for Councillors to be reimbursed for expenses reasonably incurred as part of their role as Councillor

Participation and access: enabling people from diverse backgrounds, underrepresented groups, those in carer roles, and those with special needs, to serve as a Councillor

Equity: there must be equitable access to expenses and facilities for all Councillors

Appropriate use of resources: providing clear direction on the appropriate use of council resources in accordance with legal requirements and community expectations

Accountability and transparency: clearly stating and reporting on the expenses and facilities provided to Councillors

4. Private or political benefit

- 4.1. In carrying out their civic duties, Councillors should not obtain any private benefit from the provisions or facilities provided to them. Any such loyalty programs while on Council business should be avoided. It is, however, acknowledged that incidental use of Council resources derives a minor personal benefit. This minor benefit is not subject to compensatory payment back to Council.

Part B – Expenses

5. General expenses

- 5.1. Council, in accordance with Section 252 of the Act and Clause 403 of the Regulations, will not provide an allowance for general expenses to any Councillors under any circumstance.

6. Specific expenses

General travel arrangements and expenses

- 6.1. All travel by Councillors should be undertaken by utilising the most direct route and the most practicable and economical mode of transport subject to any personal medical considerations.
- 6.2. In the case accommodation is to be provided to Councillor(s), the cost of the accommodation should be reasonable.

Interstate, overseas and long distance intrastate travel expenses

- 6.3. The General Manager has authority to approve travel.
- 6.4. Where Councillors or staff propose to travel:
- a) Applications must be approved by the General Manager prior to the travel being arranged.

6.5. For all travel expenditure, the application for travel is to outline:

- a) Who is to take part in the travel;
- b) The objectives to be achieved, including any staff professional development, organisational, or community benefits;
- c) Details of costs;
- d) Any contribution proposed by the applicant.

Travel expenses not paid by Council

6.6. Council will not pay any traffic or parking fines or administrative charges for road toll accounts.

Accommodation and meals

- 6.7. In circumstances where it would introduce undue risk for a Councillor to travel to or from official business in the late evening or early morning, reimbursement of costs for accommodation and meals on the night before or after the meeting may be approved by the General Manager. This includes where a meeting finishes later than 9.00pm or starts earlier than 7.00am and the Councillor lives more than 50 kilometres from the meeting location.
- 6.8. Council will reimburse costs for accommodation and meals while Councillors are undertaking prior approved travel or professional development outside the Hunter.
- 6.9. The daily limits for accommodation and meal expenses within Australia are set out in the Policy Summary Table. The daily limits for accommodation and meal expenses outside Australia are to be determined in advance by the General Manager, being mindful of Clause 6.2.4(c) and any relevant ATO rates with Maximum Limits.
- 6.10. Councillors will not be reimbursed for alcoholic beverages.

Refreshments for council related meetings

- 6.11. Appropriate refreshments will be available for Council meetings, , Councillor briefing Sessions, approved meetings/workshops and engagements, and official Council functions as approved by the General Manager.
- 6.12. As an indicative guide for the standard of refreshments to be provided at Council related meetings, the General Manager must be mindful of Part B Monetary Rates of the NSW Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as adjusted annually.

Professional development

- 6.13. In the first year of a new Council term, Council will provide a comprehensive induction program for all Councillors which considers any guidelines issued by the Office of Local Government (OLG). The cost of the induction program will be in addition to the ongoing professional development funding.
- 6.14. Council encourages Councillors to attend Councillor Development (training) courses and programs in line with the Office of Local Government's Professional Development Guide for Councillors. Expenses will be paid under the same conditions in clause 2.1 above.
- 6.15. Councillors who attend professional development courses are required to make an application to the General Manager. Applications are to be submitted on the prescribed form (a copy of the form is attached to this policy). Attendance at these functions is subject to annual budget limits and must be jointly approved by the General Manager and Mayor.

Conferences and seminars

- 6.16. Council will be responsible for the expenses of the Councillors attending conferences, seminars, meetings, and official engagements and functions, where the Councillor has been duly authorised by the General Manager, or is deputising for the Mayor.
- 6.17. Council will meet the direct costs associated with the conference, seminars, and the like. These costs may include registration fees, travel costs, accommodation, official lunches and dinners, and associated tours where they are relevant to the business and interest of Council.
- 6.18. Council will also be responsible for meals not included in the conference fee for attendance by Councillors at these functions. A maximum of one hundred and twenty nine dollars and seventy cents (\$129.70) per Councillor, per day will be reimbursed for expenses claimed under this provision.
- 6.19. Upon their return, Councillors, or a member of staff accompanying the Councillor/s, must provide a written report to Council on the aspects of the conference relevant to Council business and/or the local community.

Special Requirement and Carer Expenses

- 6.20. Council will reimburse a Councillor's reasonable carer expenses up to an amount of \$6,000 per year, to cover the engagement of a babysitter or carer, where required, to allow the Councillor to attend official obligations and/or professional development. Reimbursement does not apply where the care is provided by a parent or by a spouse of a parent of the child.
- 6.21. In the event carer expenses exceed the annual limit, reimbursement will be provided subject to the submission of a formal claim for reimbursement to the Mayor and the General Manager, who will decide upon the request.
- 6.22. Councillors claiming the carer expense should not be subject to criticism for doing so.

7. Insurances

- 7.1. Council will provide all Councillors with personal accident cover, Councillors' and Officers' Liability Insurance, and other appropriate insurance cover required in the discharge of their official duties.

8. Legal assistance

1. Council may, if requested, indemnify or reimburse the reasonable legal expenses of:
 - a Councillor defending an action arising from the performance in good faith of a function under the Local Government Act provided that the outcome of the legal proceedings is favourable to the Councillor.
 - a Councillor defending an action in defamation, provided the statements complained of were made in good faith in the course of exercising a function under the Act and the outcome of the legal proceedings is favourable to the Councillor.
 - a Councillor for proceedings before an appropriate investigative or review body, provided the subject of the proceedings arises from the performance in good faith of a function under the Act and the matter has proceeded past any initial assessment phase to a formal investigation or review and the investigative or review body makes a finding substantially favourable to the Councillor.

2. In the case of a code of conduct complaint made against a Councillor, legal costs will only be made available where the matter has been referred by the General Manager to a conduct reviewer and the conduct reviewer has commenced a formal investigation of the matter and makes a finding substantially favourable to the Councillor.
- 8.1. Legal expenses incurred in relation to proceedings arising out of the performance by a Councillor of his or her functions under the Act are distinguished from expenses incurred in relation to proceedings arising merely from something that a Councillor has done during his or her term in office. For example, expenses arising from an investigation as to whether a Councillor acted corruptly would not be covered by this section.
- 8.2. Council will not meet the legal costs:
 - of legal proceedings initiated by a Councillor under any circumstances;
 - of a Councillor seeking advice in respect of possible defamation, or in seeking a non-litigious remedy for possible defamation; and/or
 - for legal proceedings that do not involve a Councillor performing their role as a Councillor.
- 8.3. Reimbursement of expenses for reasonable legal expenses must have Council approval by way of a resolution at a council meeting prior to costs being incurred.

Part C – Facilities

9. General facilities for all Councillors

ICT Equipment and Acceptable Use

- 9.1. Council may provide ICT equipment and resources including laptops, email and intranet to support the Mayor and the Councillors to undertake their functions of Civic Office.
- 9.2. Council will also provide, on request and at Council's expense, a multi-function copier/telephone and internet connection for use at the Council Administration Centre. Such resources shall remain the property of the Council.
- 9.3. The use of such equipment, if provided, is solely for Council use and must be used in accordance with Council's Code of Conduct.
- 9.4. Laptops must be protected by a username and password or PIN and auto-lock. The password composition must comply with Council's Password and Authentication guidance.
- 9.5. If the laptop or mobile is lost or stolen this must be reported to the General Manager immediately. In the event of loss, damage or misuse of Council's equipment, custodians may be required to contribute towards replacement or repair or to repay the insurance excess.
- 9.6. Maintenance, troubleshooting problems and upgrades to equipment supplied by Council may only be carried out by Council's ICT staff.
- 9.7. Council facilities, equipment and services are not to be used to produce election material or for any other political purpose.

- 9.8. Council documents and classified materials must not be sent to personal email accounts under any circumstances. Personal email accounts lack the security measures in place within council systems, increasing the risk of data breaches.
- 9.9. All official communications and document handling must be conducted through authorised council email accounts and Council provided devices.
- 9.10. Use council-provided email accounts for all work-related communications.
- 9.11. Store and share documents using council provided devices.
- 9.12. Report any incidents of accidental sending of classified materials to personal emails immediately to the General Manager. Unauthorised access to classified materials can lead to legal, financial, and reputational damage to the council.

Meeting Rooms

- 9.13. Councillors may book meeting rooms for official business in a specified Council building at no cost. Rooms may be booked through the Executive Assistant to the Mayor and GM.

Stationery

- 9.14. Council will provide, upon request, the following stationery to Councillors to be used only on Council business:
- a) Writing Pads
 - b) Envelopes
 - c) Paper
 - d) Business Cards
 - e) Writing Pens
 - f) Diary
 - g) Postage for associated mailing of official correspondence.

Administrative Support

- 9.15. Council will provide an administrative service to all Councillors to facilitate the discharge of functions of Civic Office.

10. Additional facilities for the Mayor

- 10.1. The Mayor may be provided with a fully maintained motor vehicle to discharge the function of Civic Office and the performance of Council business. The vehicle will be of an appropriate standard as agreed by the Mayor and the General Manager. The Mayor must keep a log book setting out the date, distance and purpose of all travel. This must include any travel for private benefit. The log book must be submitted to council on a monthly basis.
- 10.2. The vehicle shall always remain the property of the Council.
- 10.3. The Mayor will be entitled to use the motor vehicle for purposes other than the discharge of functions of the Civic Office and the performance of Council business. Fees payable to the Mayor will not be reduced for any private benefit gained from the private use of the vehicle.
- 10.4. The Mayor is entitled to authorise any licensed driver to drive the Mayoral vehicle.
- 10.5. Communication facilities will be included with the vehicle for use on Council business and will remain the property of the Council. The Council will pay associated costs/rentals.

- 10.6. Council shall reimburse the Mayor for any incurred fuel, oil, parking fees, or similar vehicle costs.
- 10.7. The vehicle will be fitted with a dedicated electronic toll tag for tollways throughout Australia. Council will be responsible for the associated costs and any accumulated fares accrued by utilising the electronic toll tag.
- 10.8. Council will provide a furnished office suite, “Mayor’s Room” located in the Administration Centre, available to the Mayor and available for use of the Councillors subject to the agreement of the Mayor.
- 10.9. The Mayor will be provided with information technology resources to be used at the Administration Centre, or any location which the Mayor may decide, with all costs being paid by Council. The Mayor will be given access to all Council data necessary for the discharge of Mayoral duties and be subject to access and usage protocols observed by all users of Council’s computer system.
- 10.10. Council will provide the Mayor with appropriate communication facilities (E.g. mobile phone and a paid sim card with a monthly usage limit or reimbursement not exceeding seventy five dollars (\$75). Amounts exceeding this limit should be advised to the General Manager.

Part D – Processes

11. Approval, payment and reimbursement arrangements

- 11.1. Expenses should only be incurred by Councillors in accordance with the provisions of this policy.
- 11.2. Approval for incurring expenses, or for the reimbursement of such expenses, should be obtained before the expense is incurred.
- 11.3. Up to the maximum limits specified in this policy, approval for the following may be sought after the expense is incurred:
 - local travel relating to the conduct of official business
 - carer costs
- 11.4. Final approval for payments made under this policy will be granted by the General Manager or their delegate.

Direct payment

- 11.5. Council may approve and directly pay expenses. Requests for direct payment must be submitted to the General Manager for assessment against this policy using the prescribed form, with sufficient information and time to allow for the claim to be assessed and processed.

Reimbursement

- 11.6. All claims for reimbursement of expenses incurred must be made on the prescribed form, supported by appropriate receipts and/or tax invoices and be submitted to the General Manager.

Advance payment

- 11.7. Council may provide a Debit Card in advance for Councillors attending approved conferences, seminars or professional development.
- 11.8. Requests for a debit card must be submitted to the General Manager for assessment against this policy using the prescribed form with sufficient information and time to allow for the claim to be assessed and processed.
- 11.9. Councillors must return the debit card as soon as possible after use and fully reconcile all expenses against the cost of the advance within one week of incurring the cost and/or returning home. This includes providing to council:
- a full reconciliation of all expenses including appropriate receipts and/or tax invoices
 - reimbursement of any amount of the advance payment not spent in attending to official business or professional development.

Notification

- 11.10. If a claim is approved, Council will make payment directly or reimburse the Councillor through accounts payable.
- 11.11. If a claim is refused, Council will inform the Councillor in writing that the claim has been refused and the reason for the refusal.

Reimbursement to council

- 11.12. If Council has incurred an expense on behalf of a Councillor that exceeds a maximum limit, exceeds reasonable incidental private use, or is not provided for in this policy:
- Council will invoice the Councillor for the expense; and
 - the Councillor will reimburse Council for that expense within 14 days of the invoice date.
- 11.13. If the Councillor cannot reimburse council within 14 days of the invoice date, they are to submit a written explanation to the General Manager. The General Manager may elect to deduct the amount from the Councillor's allowance.

Timeframe for reimbursement

- 11.14. Unless otherwise specified in this policy, Councillors must provide all claims for reimbursement within three months of an expense being incurred. Claims made after this time cannot be approved.

12. Disputes

- 12.1. A Councillor shall notify the Mayor in writing of any dispute or grievance in relation to the payment of an expense or facilities claim provided to Council. A meeting shall be held between the Councillor, the Mayor, and the General Manager to discuss the grievance or dispute. A remedy should be reached within two weeks of the notification. If the matter remains unresolved, independent dispute resolution advice may be sought.
- 12.2. In any situation where a request, dispute, or payment involves the Mayor, the Deputy Mayor will be required to authorise the process.

13. Return or retention of facilities

- 13.1. At the time a Councillor ceases to hold the office of Councillor, all property of the Council in the Councillor's possession must be returned to the General Manager.
- 13.2. Council may provide Councillors with the opportunity to purchase Council equipment previously allocated to them at the cessation of their duties. If Council makes available such an option, the item for sale should be purchased at an agreed fair market price or written down value. The prices for all equipment purchased by Councillors under Clause 13.2 will be recorded in Council's annual report.

14. Publication

- 14.1. This policy will be published on Council's website.

15. Reporting

- 15.1. Council is required to include in its Annual Report:
 - a) Total amount of money expended during the year on Mayoral Fees and Councillor Fees;
 - b) Council's policy on the provision of facilities for, and the payment of expenses to, Councillors;
 - c) Total amount of money expended during the year on providing those facilities and paying those expenses.
 - d) Such other information the Local Government (General) Regulations 2021 may require;
 - e) Reporting requirements regarding Councillor Expenses and facilities as included in the NSW OLG Reporting Guidelines pursuant to section 406 of the Act.
- 15.2. In addition, Councils are required to report on the total cost of all expenses and facilities, and the total cost of each of the following types of expenses and facilities:
 - a) Dedicated office equipment
 - b) Telephone calls
 - c) Attendance at conferences and seminars
 - d) Councillor training
 - e) Interstate visits
 - f) Overseas visits
 - g) Spouse/partner expenses
 - h) Carer expenses.
- 15.3. In addition to the statutory reporting requirements, Council will report other costs where these are significant. For example, Council will report the cost of the provision of facilities and equipment where such provision is above what would normally be required for the day-to-day running of the Council.

16. Auditing

- 16.1. The operation of this policy, including claims made under the policy, will be included in Council's audit program and an audit undertaken at least every two years.

17. Breaches

- 17.1. Suspected breaches of this policy are to be reported to the General Manager.
- 17.2. Alleged breaches of this policy shall be dealt with by following the processes outlined for breaches of the Code of Conduct, as detailed in the Code and in the Procedures for the Administration of the Code.

PART E – Appendices

Appendix I: Related legislation, guidance and policies

Relevant legislation and guidance:

- Local Government Act 1993, Sections 23A, 252-254A, 382 and 428
- Local Government (General) Regulation 2021, Clauses 217 and 403
- Guidelines for the payment of expenses and the provision of facilities for Mayors and Councillors in NSW, 2009
- Local Government Circular 09-36 Guidelines for Payment of Expenses and Facilities
- Local Government Circular 05-08 legal assistance for Councillors and Council Employees.

Related Council policies:

- Code of Conduct

Appendix II: Definitions

The following definitions apply throughout this policy.

Term	Definition
accompanying person	Means a spouse, partner or de facto or other person who has a close personal relationship with or provides carer support to a Councillor
appropriate refreshments	Means food and beverages, excluding alcohol, provided by council to support Councillors undertaking official business
Act	Means the <i>Local Government Act 1993</i> (NSW)
clause	Unless stated otherwise, a reference to a clause is a reference to a clause of this policy
Code of Conduct	Means the Code of Conduct adopted by Council or the Model Code if none is adopted
Councillor	Means a person elected or appointed to civic office as a member of the governing body of council who is not suspended, including the mayor
General Manager	Means the general manager of Council and includes their delegate or authorised representative
incidental personal use	Means use that is infrequent and brief and use that does not breach this policy or the Code of Conduct
long distance intrastate travel	Means travel to other parts of NSW of more than three hours duration by private vehicle
maximum limit	Means the maximum limit for an expense or facility provided in the text and summarised in Appendix 1
NSW	New South Wales
official business	Means functions that the mayor or Councillors are required or invited to attend to fulfil their legislated role and responsibilities for council or result in a direct benefit for council and/or for the local government area, and includes: <ul style="list-style-type: none"> meetings of council and committees of the whole meetings of committees facilitated by council civic receptions hosted or sponsored by council meetings, functions, workshops and other events to which attendance by a Councillor has been requested or approved by council
professional development	Means a seminar, conference, training course or other development opportunity relevant to the role of a Councillor or the mayor
Regulation	Means the <i>Local Government (General) Regulation 2021</i> (NSW)
year	Means the financial year, that is the 12 month period commencing on 1 July each year

MUSWELLBROOK SHIRE COUNCIL - COUNCILLOR EXPENSES CLAIM

PERSONAL DETAILS	
Date:	
Name:	

DETAILS OF EXPENSES CLAIMED	
Type of Expenses e.g. Professional development, child care, travel etc.	
Course (if applicable):	
Provider:	
Cost:	
Location:	
Accommodation details (if applicable):	
Cost of Accommodation (if applicable):	
Meals	
Other expenses	
General Ledger No.	

I hereby certify that the expenses claimed are in relation to a council approved activity and were incurred by me discharging the functions of civic office.

I have attached all receipts and/or diary statement to verify expenses.

Councillor signature

Date

OUTCOME OF EXPENSES CLAIMED	
<input type="checkbox"/> Approved <input type="checkbox"/> Declined	
Date of payment:	
Name:	
Position:	
Signature:	
Date:	

Conference and Seminar Expenses	1060.0010.500
Mobile Telephones	1060.0270.565
Meal (sustenance) expenses	1060.0450.557
Spouse/partner/accompanying person expenses	1060.0450.581
Care and other related expenses	1060.0450.582
Councillor Development	1060.0451.500
Travelling expenses	1060.0820.003

TOTAL

MUSWELLBROOK SHIRE COUNCIL

COUNCILLOR DEVELOPMENT PROGRAM

COUNCILLORS PROFESSIONAL DEVELOPMENT COSTS WILL BE COVERED WHERE THEY RELATE TO THEIR OBLIGATIONS AS AN ELECTED REPRESENTATIVE OF LOCAL GOVERNMENT AS OUTLINED IN THE NSW OFFICE OF LOCAL GOVERNMENT COUNCILLOR HANDBOOK AND COUNCILLOR INDUCTION AND PROFESSIONAL DEVELOPMENT GUIDE FOR COUNCILS.

PERSONAL DETAILS	
Date:	
Name:	
Councillor Signature:	

COURSE DETAILS & ASSOCIATED COSTS	
Course Name:	
Provider:	
Cost:	
Location:	
Other details about the course:	
Accommodation details (if applicable):	
Cost of Accommodation (if applicable):	
General Ledger No	
Any additional time required to attend the course or travel to the course:	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please indicate the proposed additional time required:</p> <p>_____</p> <p>_____</p>

DESIRED SKILLS TO BE ACQUIRED THROUGH THIS TRAINING	
• NOTE THE <i>GUIDE FOR PROFESSIONAL DEVELOPMENT</i> FOR COUNCILLORS	

OUTCOME OF TRAINING REQUEST	
<input type="checkbox"/> Approved <input type="checkbox"/> Declined	
Date of meeting:	
Name:	
Position:	
Signature:	
Date:	

Version History

Version No.	Date changed	Modified by	Amendments/Previous adoption details
1	11/09/2018	Policy Officer	Adopted by Council on 11/09/2018, minute number 95.
2	09/06/2022	Governance Officer	Relevant provisions from current policy merged with the suggested Payment of Expenses and Provision of Facilities to Councillors template provided by OLG. Provisions in the current policy that are not also in the OLG template were omitted. Figures updated in accordance with 2022-23 budget.
3	13/09/2022	Business Improvement Officer	Removed reference to the exemptions for reporting details of travel below the \$1,500 per person threshold section 6.5 Removed word 'interstate' from section 6.3 and 6.4. Updated section 8 Legal Assistance to be in line with OLG template. Formatting Change of Policy title in line with OLG's model Policy. Amendments Noted by Council at the Ordinary Council meeting on 27/09/2022, Minute No 78.
4	19/10/2024	Manager Governance and Risk	Reviewed and figures updated. Public exhibition of draft policy 27/02/2025 to 27/03/2025.

**10.2.4. Draft Cemetery Policy for Public Exhibition**

Responsible Officer:	Director - Infrastructure & Property
Author:	Co-Ordinator - Commercial Property
Community Strategic Plan:	5 - <i>Community Infrastructure</i> Effective and efficient infrastructure that is appropriate to the needs of our community
Delivery Program	5.4.1 - Maintain and continually improve the Shire's shared pathway networks to increase connectivity.
Operational Plan	5.1.3.1 - Prioritise Capital works program to demonstrate continual improvement in community infrastructure.
Attachments:	1. DRAFT Cemeteries Policy MSC040E [10.2.4.1 - 6 pages]

PURPOSE

To request endorsement from Council to place the attached *Draft Cemetery Policy* on public exhibition as notice of intention to adopt.

OFFICER'S RECOMMENDATION

1. Council endorses the *Draft Cemetery Policy* for placement on public exhibition via Council's website for a period of 28 days.
2. If no submissions are received in relation to the *Draft Cemetery Policy* during the public exhibition period, then Council resolves to adopt the *Cemetery Policy* on the day following the conclusion of the exhibition period.
3. If submissions are received in relation to the *Draft Cemetery Policy* during the public exhibition period, then a further report will be submitted to Council for consideration of submissions received during the exhibition period.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

A review of the *Draft Cemetery Policy* has been conducted, and amendments are shown as tracked changes in attachment 1. The draft policy has been endorsed by the Management Leadership Group for submission to Council for public exhibition.

PREVIOUS RESOLUTIONS

The *Cemetery Policy* was adopted by Council on 22 August 2023.

BACKGROUND

Muswellbrook Shire Council is committed to providing a range of interment options that will best suit the immediate and ongoing needs of our community. The *Draft Cemetery Policy MSC040E* (the Policy) is designed to describe the roles and responsibilities of persons or entities who exercise a function in cemeteries operated by Council.



The *Cemetery Policy* was last adopted by Council on 22 August 2023.

CONSULTATION

Manager Property & Building

Property Officer - Sport

Customer Experience Team Leader

Business Improvement Officers

Director Infrastructure and Property

Management Leadership Group

REPORT

The Cemetery Policy has been reviewed, and all amendments have been marked as tracked changes in attachment 1.

Changes were included to delineate the application of fees and charges for the Right of Interment Holder and Interment Services, specifically to recover costs from the NSW Interment Services Levy fee imposed on cemetery and crematorium operators in New South Wales earlier this year.

It is proposed that the most efficient method to manage the recovery of this new levy is through the Funeral Director at the time of burial when the application for burial is made.

The below amendment is included under 5.1 Fees and Charges:

All Rights of Interment for allotments in cemeteries operated by the Council are managed directly between the Right of Interment Holder, the surviving holder(s), or the deceased's estate and Council. However, costs related to interment services will be recovered directly from the Funeral Director.

Fees and Charges:

Right of Interment Holder: Managed directly with the Council.

Interment Services: Costs, including the NSW Interment Services Levy, are recovered from the Funeral Director.

On 9 April 2025, the Management Leadership Group endorsed the draft policy to be submitted to Council for Public Exhibition.

It is recommended that Council endorses placing the attached *Draft Cemetery Policy* on public exhibition as notice of intention to adopt.

Local funeral directors will be consulted as part of the public exhibition process.

FINANCIAL CONSIDERATIONS

Nil known.

POLICY IMPLICATIONS

This policy was reviewed in line with Council's Policy Management Framework.

STATUTORY / LEGISLATIVE IMPLICATIONS

Cemeteries and Crematoria Act 2013 No 105

Public Health Regulation 2022

Local Government Act 1993



RISK MANAGEMENT IMPLICATIONS

The draft policy describes roles and responsibilities to reduce operational risks in the management of cemeteries.

COMMUNITY CONSULTATION / COMMUNICATIONS

Public exhibition via Council's website will provide the Community with an opportunity to make submissions.



**muswellbrook
shire council**

DRAFT Cemetery Policy

General Cemetery, Lawn Cemetery and Memorial Walls

MSC040E

Authorisation Details

Authorised by:	Council	Internal/External:	External
Date:	22 August 2023	Minute No:	57
Review timeframe:	4 years	Review due date:	August 2027
Department:	Infrastructure and Property and Place		
Document Owner:	Director Infrastructure and Property and Place		
Community Strategic Plan Goal	5. Effective and efficient infrastructure that is appropriate to the needs of our community		
Community Strategic Plan Strategy	5.1 Construct and maintain well-planned community infrastructure that is safe, reliable, and provides agreed levels of service		

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1 Policy Objective

Muswellbrook Shire Council is committed to providing a range of interment options that will best suit the immediate and ongoing needs of our community. This policy is designed to describe the roles and responsibilities of person or body who exercise a function in cemeteries operated by Council.

2 Risks being addressed

Ensure consistency in presentation of cemeteries, accurate record keeping, and compliance with legislation.

3 Scope

Muswellbrook Shire Council is the operator for the following cemeteries within its Shire. Council undertakes to provide and maintain the following Cemeteries:

- Denman General Cemetery
- Denman Lawn Cemetery
- Denman Memorial Wall
- Giants Creek General Cemetery
- Muswellbrook General Cemetery
- Muswellbrook Lawn Cemetery
- Muswellbrook Memorial Walls
- Wybong General Cemetery

4 Definitions

Term	Definition
Cemetery	A building or place used primarily for the interment and memorialisation of human remains (whether or not it contains an associated building for conducting memorial services).
Function	Includes a power, authority or duty, and exercise a function includes perform a duty.
Funeral Director	Person who, in the conduct of operating a business or a service engages, for the purpose of burial or cremation, in the collection, transport, storage, preparation or embalming of bodies, or engages in the conduct of exhumations.
Holder	The person recorded in the cemetery operator's register in relation to that cemetery as the holder of the interment right.
Interment Allotments	The placement of human remains in a mausoleum, vault, columbarium or other structure designed for the placement of such remains, or the burial in the earth of human remains (directly in the earth or in a container).
Council	Muswellbrook Shire Council
Operator	The person or body responsible for the management of the cemetery.

5 Policy Statement

All Rights of Interment for allotments in cemeteries operated by Muswellbrook Shire Council are classified as “Perpetual Right of Interment”.

No interment will be approved unless Council has received full payment for the Right of Interment and/or permission is given by the Right of Interment holder.

All allotments referred to in the policy will be 1.2 m x 2.4 m [plots](#) and can accommodate a single or double depth burial in both Lawn and General Cemeteries. All care is taken to ensure the correct sizes and access to allotments is provided. The historic nature of the General Cemeteries may impede allotments.

Interment of ashes is also permitted in any of Council’s cemeteries, provided Council’s requirements are met, including the provision of Memorial Walls.

5.1 Fees and Charges

Muswellbrook Shire Council reviews fees and charges annually.

Fees and Charges are set out in Council’s Adopted Operational Plan – Fees and Charges

[All Rights of Interment for allotments in cemeteries operated by the Council are managed directly between the Right of Interment Holder, the surviving holder\(s\), or the deceased’s estate and Council. However, costs related to interment services will be recovered directly from the Funeral Director.](#)

[Fees and Charges:](#)

[Right of Interment Holder: Managed directly with the Council.](#)

[Interment Services: Costs, including the NSW Interment Services Levy, are recovered from the Funeral Director.](#)

Council does not include in its Fees and Charges any provision for monumental plaques or head stones in the General Cemeteries and Lawn Cemeteries.

5.2 Work in Cemeteries Operated by Muswellbrook Shire Council

Written approval from Council is required before any work is carried out in any of the Cemeteries.

This includes but is not limited to:

- Interment (burial), of either a body or ashes in an allotment.
- Erection of a monument.
- Repair to a monument.
- Installation of plaque.
- Installation of ashes in a Memorial Wall.

Council requires the person or company undertaking any works to complete the relevant forms, provide any relevant documents [including insurances](#), and pay ~~the~~ prescribed fee [and charges](#).

Any person or company wishing to do work to an interment site will also need to have the permission of the Right of Interment holder before approval will be granted by Muswellbrook Shire Council.

5.3 Grave Digging

Muswellbrook Shire Council does not provide or fund a grave digging service. This should be organised with the funeral director at the time of arrangement.

5.4 Lawn Cemeteries

The fee for the Right of Interment in Council's Lawn Cemeteries provides for the following:

- Right of Interment in the stated allotment.
- Fixing of a concrete sloper desk.
- Fixing of a concrete flower box.
- Provision of turf landscaping and perpetual maintenance.

The standard for plaques and other information pertaining to Lawn Cemeteries:

- Material Bronze with brown stoved enamel finish or granite/marble
 The size of plaque must be within the sizes set below:
 Maximum 559 mm x 305 mm x 50 mm
- All flowers are to be placed in the flower box provided by Council.
- Lawn area of the cemetery is to remain clear of flowers and any other adornment for the maintenance and presentation of the cemetery.
- Small mementos are permitted on the concrete apron of a grave, provided that they are not hazardous (e.g. broken glass). Adornments to sloper desks are not to be attached.
- Where requested, sloper desks of granite or marble may be used in place of concrete sloper desks following approval of a Monumental Permit Application lodged with Muswellbrook Shire Council.

5.5 Memorial Walls

Installation of ashes and ordering of plaques is organised through an external provider and the application must meet all Council's requirements. If requested, Council can organise. Relevant fees and charges will apply.

The standard of the bronze plaque for memorial walls will be as follows:

- Material: Bronze with brown stoved enamel finish
- Niche Size: Walls 1 & 2 Muswellbrook and Giants Creek: 152mm (wide) x 114mm (high)
 Wall 3 Muswellbrook & Wall 1 Denman: 160mm (wide) x 205mm (high)
- Lettering: Raised bronze lettering
- Edging: Bevelled edge
- Adornments: Approved proprietary brand of flower vase.

6 Delegations and Dispute Resolution

The General Manager is the interpreter of this policy.

7 Related Documents

7.1 Legislation and Guidelines

Cemeteries and Crematoria Act 2013 No 105

Public Health Regulation 2022

Local Government Act 1993

7.2 Policies and Procedures

Procedure – Cemetery

7.3 Other Supporting Documents

- Reservation of Allotment or Niche
- Application for Burial Permit
- Monumental Permit
- Interment of Ashes – Record
- Niche Plaque Order Form
- Register of Burial – Template
- Right of Interment – Template
- Record of Burials or Reservations

8 Version History

This section identifies authors who reviewed the Policy and the date that it became effective.

Version No.	Date changed	Modified by	Amendments/Previous adoption details
1	25.08.2020	Manager - Works, Property & Building	Draft policy endorsed by Council for public exhibition.
2	01.06.2023	Director Property and Place	Reviewed version. Public exhibition of draft policy 29/06/2023-27/07/2023.
3	22.08.2023	Director Property and Place	Adopted by Council 22 August 2023, minute number 57.
4	7/042025	Director Infrastructure and Property	Changes to delineate the application of fees and charges for the Right of Interment Holder and Interment Services.

**10.2.5. Draft Hardship Policy for Public Exhibition**

Attachments:	1. DRAFT Hardship Policy MSC15E [10.2.5.1 - 9 pages]
Responsible Officer:	General Manager
Author:	Financial Controller
Community Plan Issue:	6 - <i>Community Leadership</i>
Community Plan Goal:	Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community.
Community Plan Strategy:	6.2.5 - Implement a comprehensive and targeted business improvement program. 6.2.5.2 - Develop and review policies in accordance with statutory operational requirements.

PURPOSE

To request endorsement from Council to place the attached *Draft Hardship Policy* on public exhibition as notice of intention to adopt.

OFFICER'S RECOMMENDATION

1. Council endorses the *Draft Hardship Policy* for placement on public exhibition via Council's website for a period of 28 days.
2. If no submissions are received in relation to the *Draft Hardship Policy* during the public exhibition period, then Council resolves to adopt the *Hardship Policy* on the day following the conclusion of the exhibition period.
3. If submissions are received in relation to the *Draft Hardship Policy* during the public exhibition period, then a further report will be submitted to Council for consideration of submissions received during the exhibition period.

Moved: _____**Seconded:** _____**EXECUTIVE SUMMARY**

A review of the *Hardship Policy* has been undertaken with amendments that include:

- 1) An update to section 6.6 "Hardship Assistance in relation to Waste Collection" to facilitate renewal of existing fee waivers, and
- 2) the addition of the sections: Risks being addressed, Scope and Dispute Resolution.

All amendments to the *Hardship Policy* are shown as tracked changes in attachment 1.

PREVIOUS RESOLUTIONS

The *Hardship Policy* was last adopted by Council on 25 June 2024.

BACKGROUND

Payment of rates and charges is an important obligation of all property owners. Revenue collected from rates and charges is used to help provide a wide range of services and facilities to everyone



that lives, works, and visits the Muswellbrook Shire Council area. Without this revenue, Council would not be able to function or meet the needs of the local community.

The *Draft Hardship Policy – MSC15E* (the policy) recognises there are cases of genuine hardship requiring respect and compassion in special circumstances. The policy establishes guidelines for the assessment of hardship or payment assistance applications, applying the principles of social justice, fairness, integrity, appropriate confidentiality, and compliance with relevant statutory requirements. It applies to all applications for waiving, deferment, and alternative payment arrangements, or writing off of rates, fees, annual charges, and interest accrued on such debts.

The policy provides a framework for responding to applications from owners/ratepayers and customers experiencing genuine hardship with the payment of their rates, annual charges, and fees in accordance with the *Local Government Act 1993* and the *Local Government (General) Regulation 2021*.

The policy was recently amended and adopted by Council on 25 June 2024, to allow for a new section regarding waste collection fees.

The policy is one of Council's key financial policies that are required to be reviewed and readopted within the first 12 months of the term of each new Council.

CONSULTATION

Chief Financial Officer

Finance and Collections Officer

Business Improvement Officers

Management Leadership Group

REPORT

A review of the Hardship Policy has been undertaken with amendments that include:

- the addition of the sections:
 - o Risks being addressed,
 - o Scope, and
 - o Dispute Resolution.

All amendments to the Hardship Policy are shown as tracked changes in attachment 1.

At the 9 April 2025 meeting of the Management Leadership Group, the Management Leadership Group endorsed the draft policy to be submitted to Council for Public Exhibition.

FINANCIAL IMPLICATIONS

Ongoing Operational and Maintenance Costs Implications Associated with Capital Project

1. Financial Implications – Capital

Nil.

2. Financial Implications – Operational

Associated costs will be dependent on the number of successful applications and will be managed within the budget.

POLICY IMPLICATIONS

This policy was reviewed in line with Council's Policy Management Framework.



STATUTORY / LEGISLATIVE IMPLICATIONS

Local Government Act 1993.

RISK MANAGEMENT IMPLICATIONS

This policy fulfils Council's statutory requirements of the *Local Government Act 1993* and other relevant legislation in relation to the waiving or reduction of rates, charges, and interest due to hardship.

COMMUNITY CONSULTATION / COMMUNICATIONS

Public exhibition of 28 days via Council's website will provide the community with an opportunity to make submissions.



muswellbrook shire council

DRAFT Hardship Policy

MSC15E

Authorisation Details

Authorised by:	Council	Internal/External:	External
Date:	25 June 2024	Minute No:	467
Review timeframe:	Within the first 12 months of the term of each new Council	Review due date:	January 2025
Department:	Finance		
Document Owner:	Chief Financial Officer		
Community Strategic Plan Goal	6. Collaborative and responsive community leadership that meets the expectations and anticipates the needs of the community		
Community Strategic Plan Strategy	6.2 Ensure Council is well managed, appropriately resourced, effective, efficient, accountable and responsive to its communities and stakeholders		
Delivery Program activity	6.2.1 Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves		

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1. Purpose

Payment of rates and charges is an important obligation of all property owners. Revenue collected from rates and charges is used to help provide a wide range of services and facilities to everyone that lives, works and visits the Muswellbrook Shire Council area. Without this revenue Council would not be able to function or meet the needs of the local community

2. Policy Objective

- 2.1 Council recognises there are cases of genuine financial hardship requiring respect and compassion in special circumstances. This policy establishes guidelines for the assessment of hardship or payment assistance applications applying the principles of social justice, fairness, integrity, appropriate confidentiality, and compliance with relevant statutory requirements. It applies to all applications for waiving, deferment and alternative payment arrangements, or writing off of rates, fees, annual charges and interest accrued on such debts.
- 2.2 This policy provides a framework for responding to applications from owners/ratepayers and customers experiencing genuine hardship with the payment of their rates, annual charges and fees in accordance with the *Local Government Act 1993 and the Local Government (General) Regulation 20195*.
- 2.3 Privacy will be maintained in accordance with the NSW *Privacy and Personal Information Protection Act 1998*.

3. Risks being addressed

- 3.1 This policy fulfils Council's statutory requirements of the *Local Government Act 1993* and other relevant legislation in relation to the waiving or reduction of rates, charges and interest due to hardship.

4. Scope

- 4.1 This policy applies to all Council debtors and ratepayers who are an owner or part owner of their property and who are suffering hardship and their rate assessment is categorised as Residential or Farmland for the purpose of rating as per the *Local Government Act, 1993*.

5. Definitions

Term	Definition
Council	Muswellbrook Shire Council
The Act	Local Government Act 1993 (as amended).
The Regulation	Local Government (General) Regulation 20195 (as amended).
The VOL Act	Valuation of Land Act 1916 (as amended).

Financial Hardship	the inability of a ratepayer to meet payment of rates and/or charges as they fall due, where illness, injury, unemployment or another reasonable cause is the reason for hardship/ special variation
--------------------	--

6. Policy Statement

6.1 Hardship Assistance to Ratepayers and Customers

- 6.1.1 A ratepayer may be eligible for consideration for hardship assistance in the payment of overdue rates, annual charges, interest, and fees, where:
- a) the person is unable to pay rates, annual charges, interest, or fees when due and payable for reasons beyond the person's control; or
 - b) payment when due would cause the person hardship.
- 6.1.2 The Act provides for the following assistance to ratepayers and customers who may experience hardship in some circumstances in paying rates, annual charges or fees:
- a) Periodical payment arrangements for overdue rates and charges [Section 564];
 - b) Writing off or reducing interest accrued on rates or charges [Section 564(2) & 567];
 - c) Waiving, reducing or deferring the payment of the increase in the amount of rates payable because of substantial hardship resulting from general revaluation of land in the Local Government Area [Section 601];
 - d) Waiving, or reducing rates, charges or interest of eligible pensioners. [Section 575, 582];
 - e) Waiving or reducing Council fees when the inability to pay is due to hardship [Section 610E].
- 6.1.3 Applications for assistance will be considered in accordance with the following principles:
- a) An assessment panel consisting of the Chief Financial Officer, Community Services Manager and ~~Rates Clerk~~ Finance Officer – Rates will form to assess cases of financial hardship;
 - b) Rates or annual charges will not be reduced, alternative available approaches to dealing with cases of financial hardship will be considered;
 - c) An arrangement of periodical payments outside due dates may be considered in cases of hardship or extenuating circumstances.
- 6.1.4 Applications for hardship must be made in writing, addressed to the Chief Financial Officer.
- a) The applicant must be the person ~~whom~~who is liable for the rates / annual charges / fees and / or interest on the property.
 - b) The property to which the hardship application applies must be categorised as residential or farmland (excluding "Affected by Mining" and "Offset" farmland sub-categories) for rating purposes.
 - c) The property to which the hardship application applies must be the principal place of residence of the applicant/s.

- d) The property for which the hardship applies must not be a rental property or otherwise income-producing.
- e) The property for which the hardship applies must not be categorised as Business or Mining for rating purposes.
- f) No ratepayer, including pensioners, will be permitted to accrue outstanding rates, fees, charges or interest to their estate.
- g) The rates payable must be more than 5% of the gross household income.

6.1.5 The application for hardship must be accompanied with supporting documentation which may include but is not limited to:

- a) Statement of reasons why the person was unable to pay the rates and charges when they became due and payable; and
- b) Letter from a medical professional (if applicable) confirming medical conditions causing hardship;
- c) Proof of an Australian Government Health Care Card or Pensioner Card; and
- d) Letter from a recognised financial counsellor or financial planner confirming financial hardship and containing, at a minimum, the following:
 - o Copy of recent bank statements (previous 3 months) for all accounts;
 - o Details of assets, income and expenditure.

6.1.6 Council may require the provision of any other documents and information which, in its opinion, it requires to ~~make an assessment of~~ assess the application.

6.1.7 Council may request the applicant attend an interview to assist Council in the understanding of the issues causing hardship.

6.1.8 Council may waive the application documents if ratepayers enter a maximum 12-month arrangement.

6.1.9 Support services and financial counsellors can be sought from these sources:

- a) Financial Advice, including financial counsellor search function - www.moneysmart.gov.au/managing-your-money-managing-debts
- b) Legal Aid service (Legal Advisers) – ~~www.legalaid.nsw.gov.au/get-legal-help/find-a-service~~
[Legal Aid NSW](http://www.legalaid.nsw.gov.au/get-legal-help/find-a-service)
- c) Community Legal Centres in different local government areas – ~~www.clcsw.org.au/find-legal-help~~ <https://www.clcsw.org.au/help>
- d) Government funded Financial Rights Legal Centre, who can be contacted at either 1800 007 007 or at www.financialrights.org.au

6.2 Hardship Assistance by Periodical Payment Arrangements

- 6.2.1 Council may enter into a formal agreement with a ratepayer eligible for alternative periodical payment arrangements for due and payable rates and charges. Council or the ratepayer may initiate a proposal for a periodical payment agreement. In accordance with section 568 of the Act, payments will be applied towards the payment of rates and charges in the order in which they become due.
- 6.2.2 The following guidelines should be met in determining eligibility:
- a) Payments must be made on a weekly, fortnightly or monthly basis.
 - b) Any mutually acceptable repayment schedules have a maximum 12 month term.
 - c) All repayment schedules are to be reviewed at the end of each 3 month period and upon the raising of further rates and charges.
 - d) Any future rates and charges and water usage raised against a property are due and payable on the due dates.
 - e) Interest charges may be suspended during the term of the mutually acceptable repayment agreement, subject to the ratepayer complying promptly with its obligations thereunder.
 - f) Where a scheduled default occurs and subject to cl 46.2.2.e, the levying of interest charges is to be reactivated from the last payment made in accordance with the repayment schedule.
 - g) Where an applicant does not complete an application or does not produce sufficient information (in Council's opinion) to enable a determination, the application shall be refused.
 - h) Arranged payments must be of an amount so that all amounts owing are paid in full by a mutually satisfactory timeframe as agreed by Council and the ratepayer, with the aim being that all amounts are paid in full by 30 June of the financial year in which the payment arrangement was executed.
 - i) Extenuating circumstances can be taken into consideration by providing additional supporting documentation to those documents required in section 46.15 and by referral to the Chief Financial Officer.
- 6.2.3 Council may require the provision of any documents and information which, in its opinion, it requires to enter into a periodical payment arrangement. Refer to sections 46.1.5-46.1.7 as a guide.

6.3 Hardship Assistance by Writing Off Accrued Interest and Costs

- 6.3.1 Council applies interest to overdue rates in accordance with section 566 of the Act. However, Council may write off accrued interest and costs on rates or charges payable by a person under Section 567 of the Act and the Regulation where:
- a) The person was unable to pay the rates or charges when they become due for reasons beyond the person's control; or
 - b) The person is unable to pay accrued interest for reasons beyond the person's control; or
 - c) Payment of the accrued interest would cause the person hardship.

6.3.2 Council may write off interest and costs in accordance with section 567(3) of the Act under the following circumstances:

- a) The ratepayer is experiencing genuine hardship. In such cases, Council will request the completion of a hardship application (see section 46.1);
- b) The ratepayer is a “first-time” defaulter, has previously had a good payment record and there are mitigating circumstances;
- c) Prolonged or serious illness has prevented the ratepayer meeting their financial obligations to Council;
- d) The ratepayer has complied with all criteria with respect to a section 564 periodic payment agreement;
- e) Council is satisfied that the circumstances giving rise to the default are temporary;
- f) Alternatives to recover the entire debt are unavailable.

6.4 Hardship Assistance due to Certain Valuation Changes

- 6.4.1 Under section 601 of the Act, any ratepayer who incurs a rate increase following a new valuation of land values may apply to Council for rate relief in the first year the valuation is used for rating purposes, if the new rate payable causes the ratepayer to suffer substantial hardship (section 601(1)).
- 6.4.2 Valuations are determined independently by the NSW Valuer-General. Council will encourage aggrieved ratepayers to make an appropriate application under the objection or appeal provisions of the VOL Act.
- 6.4.3 In determining an application made under s601(1), Council requires detailed evidence must be provided by the ratepayer to demonstrate that the rates made and levied on a new valuation cause the ratepayer to suffer “substantial hardship”.
- 6.4.4 That evidence includes, but is not limited to, the documents and information specified in section 4.1 in respect of a hardship application.
- 6.4.5 Council considers that the use of the term “substantial hardship” in s601(1) sets a high bar.
- 6.4.6 In addition, it is considered that Council has maximised its scope under the Act to adopt a rating structure that cushions the impact of any change in valuations on rates.

6.5 Hardship Assistance in relation to Council Fees

- 6.5.1 Any application for hardship assistance in relation to Council fees or charges other than annual charges by waiving or reducing fees under section 610~~EE~~ of the Act will be assessed in accordance with the same criteria used to assess hardship assistance in respect of rates and annual charges.

6.6 Hardship Assistance in relation to Waste Collection

- 6.6.1 A household demonstrating genuine additional need and under financial hardship, may request the fees for a larger (240 litre) red lid bin or an additional (140 litre) red lid bin or weekly collected (140 litre) red lid bin, be waived.
- 6.6.2 Fee waivers ~~are to~~ stand for the period of one financial year only. Once the waiver expires, standard fees apply unless renewal of the hardship waiver is applied for and approved.
- 6.6.3 Evidence of financial hardship must be provided in accordance with section 4.1.5 of this Policy, and one or more of the following 'genuine additional need' criteria must be satisfied:
- Household with two or more children in nappies.
 - A large household 6+ residents (excluding rooming houses, Airbnb's, other holiday and business rentals – businesses are encouraged to seek commercial waste and recycling services).
 - Household with one or more members with ongoing medical conditions generating excess waste.
- 6.6.4 For the purposes of Waste Collection only, landlords may request fee waiver on behalf of tenants.
- 6.6.5 Residents who do not meet the conditions of 4.6.3 may apply for one of the following services with payment of the relevant fee as provided in Council's adopted Fees and Charges:
- Larger (240 litre) red lid bin;
 - Additional (140 litre) red lid bin; or
 - Weekly (140 litre) red lid bin collection.

7. General

- 7.1 Financial hardship cases will remain strictly confidential. Personal information collected as a consequence of this policy will only be used for the purpose of assessing eligibility under the policy and will not be used for any other purpose or disclosed to any other person unless required by law to do so or authorised to do so by the person to whom the personal information relates.
- 7.2 All hardship applications shall be determined under Council delegations.
- 7.3 All hardship applicants shall be advised in writing of Council's decision within 30 days of receipt of the application.
- 7.4 An applicant who is dissatisfied with a decision under this Policy may request the Council to review its decision and the Council, at its discretion, may do so.

8. Roles, Responsibilities and Delegations

Role	Responsibility
Chief Financial Officer	Owner of Policy
Manager Community Services	Assessment of application
Finance Officer – Rates	Assessment of application

9. Dispute Resolution

The General Manager is the interpreter of this policy and shall be the sole arbiter in respect to the application of this policy.

10. Related Documents

Legislation and Guidelines

- [Local Government Act 1993](#)
- [Local Government \(General\) Regulation 2021](#)
- [Privacy and Personal Information Protection Act 1998 \(NSW\)](#)
- [Valuation of Land Act 1916](#)

Policies and Procedures

- [Debt Recovery Policy MSC19E](#)

8.11. Version History

Version No.	Date changed	Modified by	Amendments made
1	16/02/16	Council minute no 427	
2	05/04/2022	Council minute no 279	Major Rewrite. Adopted 05/04/22 minute number 279. Public Exhibition from 6/04/22 for 28 days, no submissions received therefore adopted by Council on 05/04/22.
3	18/06/2024	Chief Financial Officer	Added section 4.6 Hardship Assistance in relation to Waste Collection, added 5.4 and amended 4.1.5. Public exhibition from 27/06/2024 to 25/07/2024.
4	20/03/2025	Financial Controller	Reviewed for new Council Term 2024-2028.

**10.2.6. Draft Procurement Policy for Public Exhibition**

Responsible Officer:	General Manager
Author:	Co-Ordinator - Procurement & Contracts
Community Strategic Plan:	6 - <i>Community Leadership</i> Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community
Delivery Program Goal:	6.2.5 - Implement a comprehensive and targeted business improvement program.
Operational Plan Action:	6.2.5.1 - Align Council's Procurement Framework with best practice and monitor compliance with associated policies and procedures.
Attachments:	1. Draft Procurement Policy - MSC01E Tracked changes [10.2.6.1 - 24 pages] 2. Draft Procurement Policy - MSC01E [10.2.6.2 - 19 pages]

PURPOSE

To seek endorsement from Council to place the attached *Draft Procurement Policy* on public exhibition as notice of intention to adopt.

OFFICER'S RECOMMENDATION

1. Council endorses the *Draft Procurement Policy* for placement on public exhibition via Council's website for a period of 28 days.
2. If no submissions are received in relation to the *Draft Procurement Policy* during the public exhibition period, then Council resolves to adopt the *Procurement Policy* on the day following the conclusion of the exhibition period.
3. If submissions are received in relation to the *Draft Procurement Policy* during the public exhibition period, then a further report will be submitted to Council for consideration of submissions received during the exhibition period.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

A review of the *Procurement Policy* has been undertaken with amendments that included removing the Modern Slavery section into a standalone policy. All amendments to the *Procurement Policy* are shown as tracked changes in attachment 1 and a second version is attached that incorporates all proposed edits into a clean, finalised document (attachment 2) and is provided for ease of reading should the tracked changes version be difficult to follow.

PREVIOUS RESOLUTIONS

The *Procurement Policy* was previously adopted by Council on 26 September 2023.



BACKGROUND

The *Procurement Policy* outlines the principles under which Council makes its procurement decisions and conducts its procurement activities.

Council is committed to the competitive provision of services which meet best practice standards as a key organisational value. Council not only wishes to guarantee that its procurement, disposal, and contract management practices comply with legislative requirements, but wishes to ensure that these practices are conducted in an ethical manner that maximises probity, fairness, and transparency at every step.

Council's Procurement Framework consists of this Policy, the Procurement Procedure, and the Contract Management Procedure, and is supported by Council's Go-to-Market Platform, Procurement Self-service Advice Platform, Standardised Insurance Framework, and a standardised suite of procurement contracts (Standardised Procurement Contract Suite).

Council's procurement activities must be fair, ethical, and transparent from planning and sourcing to managing delivery under contract and achieving best value for money in the expenditure of public funds.

The Procurement Policy was last adopted by Council on 26 September 2023, and is one of Council's key policies that is required to be reviewed and readopted within the first 12 months of the term of each new Council.

CONSULTATION

Chief Financial Officer

Coordinator Procurement and Contracts

Business Improvement Officers

Management Leadership Group

REPORT

A review of the *Procurement Policy* has been undertaken with amendments that included removing the Modern Slavery section into a standalone policy – the *Draft Modern Slavery Policy*.

The *Draft Modern Slavery Policy* is being finalised and is anticipated to be reported to the 27 May 2025 Ordinary Council meeting.

All amendments to the *Procurement Policy* are shown as tracked changes in attachment 1, and a second version is attached that incorporates all proposed edits into a clean, finalised document (attachment 2) and is provided for ease of reading should the tracked changes version be difficult to follow.

Key amendments to the Procurement Policy are as follows:

- Integration of a 'Buy Australian' clause as requested by Councillors. The definition for 'Australian Business' is aligned with the Federal Government's definition currently under consultation.
- Expansion of contract management provisions in the procurement policy to reflect heightened focus on contract management practices.
- Amendment of terminology used to clarify engagement of procurement aggregators, possible market approaches and utilisation of standing offer contracts.
- Slight amendment to the quotation requirements, to align with business requirements. The legislative tendering threshold is referred to as including GST, however, as all Council's



operations refer to budgets exclusive of GST, Council's tendering threshold is proposed to be defined as \$225,000, excluding GST.

- Improved clarity regarding what constitutes emergency procurement versus disaster recovery procurement.
- Amendments to roles and responsibilities to reflect amendments made in other parts of the policy.

On 9 April 2025, the Management Leadership Group endorsed the draft policy to be submitted to Council for Public Exhibition.

FINANCIAL CONSIDERATIONS

Ongoing Operational and Maintenance Costs Implications Associated with Capital Project

1. Financial Implications – Capital

Nil known.

2. Financial Implications – Operational

Nil known.

POLICY IMPLICATIONS

The *Procurement Policy* was reviewed in line with Council's Policy Management Framework.

STATUTORY / LEGISLATIVE IMPLICATIONS

Australian Consumer Law

Government Information (Public Access) Act 2009 (NSW)

Local Government (General) Regulation 2021 (NSW)

Local Government Act 1993 (NSW)

Modern Slavery Act 2018 (NSW)

National Competition Guidelines

NSW Government – Code of Practice for Procurement 2005

Public Interest Disclosures Act 2022 (NSW)

Waste Avoidance and Resource Recovery Act 2001 (NSW)

WHS Legislation

All relevant Tendering guidelines adopted by the Chief Executive of the Office of Local Government from time-to-time.

RISK MANAGEMENT IMPLICATIONS

The *Draft Procurement Policy* provides a framework for proactive procurement and contract risk management.

COMMUNITY CONSULTATION / COMMUNICATIONS

Public exhibition of 28 days via Council's website will provide the Community with an opportunity to make submissions.



Draft Procurement Policy

MSC01E

Authorisation Details

Authorised by:	Council	Internal/External:	External
Date:	26 September 2023	Minute No:	112
Review timeframe:	Within twelve (12) months of the date of the election of a new Council	Review due date:	August 2025
Department:	Governance and Risk Office of the Chief Financial Officer		
Document Owner:	Contracts & Coordinator Procurement Officer and Contracts		
Community Strategic Plan Goal	6 Collaborative and responsive community leadership that meets the expectations and anticipates the needs of the community		
Community Strategic Plan Strategy	6.2 Ensure Council is well managed, appropriately resourced, effective, efficient, accountable and responsive to its communities and stakeholders		

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Delivery Program activity	6.2.1 Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves
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1. Policy objective

This Policy outlines the principles under which Muswellbrook Shire Council (**Council**) makes its procurement decisions and conducts its procurement activities.

Council is committed to the competitive provision of services which meet best practice standards as a key organisational value. Council not only wishes to guarantee that its procurement, disposal and contract management practices comply with legislative requirements, but wishes to ensure that these practices are conducted in an ethical manner that maximises probity, fairness and transparency at every step.

Council's Procurement Framework consists of this Policy, the Modern Slavery Policy, the Procurement Procedure ~~and~~, the Contract Management Procedure and the Contractor Management Procedure and is supported by Council's Go-to-Market Platform, Procurement Self-service Advice Platform, Standardised Insurance Framework Software systems, and a standardised suite of procurement contracts (~~Standardised~~ the Procurement Contract Suite).

Council's procurement activities must be fair, ethical and transparent from planning and sourcing to managing delivery under contract, and achieve best value for money by leveraging technology for procurement processes to improve efficiency and transparency in the expenditure of public funds.

2. Risks being addressed

This Policy establishes a framework within which all procurement will be managed to a best practice professional standard that ensures:

- compliance with legislation;
- that superior financial controls are exercised over procurement;
- that procurement-related risks are identified prior to approaching the market;
- that procurement-related contracts entered into by Council are on favourable terms; ~~and~~
- that procurement activity is cost effective, efficient, accountable, ethical, appropriately risk sensitive, safe and sustainable; ~~and~~
- that procurement-related contracts are managed appropriately.

3. Scope

This Policy:

- applies to all procurement activities undertaken for and on behalf of Council and binds all Councillors, Council staff and all temporary and contract employees as well as contractors and consultants while engaged by Council; and
- extends across the entire procurement cycle from procurement planning and sourcing to contract management and review-renewal.

4. Definitions

Term	Definition
Ad-hoc Purchase	A one-off procurement of the type contemplated in clause 5.3.4.

Term	Definition
Aggregator Panel Contract	A Panel Contract established by a Procurement Aggregator.
Aggregator Purchase	A procurement made through contracts established by Local Government Procurement, Procurement Australia or Regional Procurement.
Australian Business Ethics Policy	Statement of Business Ethics Policy MSC24EA business that: (a) has 50 percent or more Australian ownership, or be principally traded on an Australian equities market; and (b) have Australian tax residency; and (a)(c) has its principal place of business in Australia.
Contract Management Procedure Australian Made Products	Contract Management Procedure MSC02PPProducts manufactured in Australia.
Contractor Management System	Vault Intelligence Limited BeSafe online contractor management software.
Contractor WHS Management Procedure	Contractor WHS Management Procedure MSC04P
Elected Body	Councillors and the Mayor of Muswellbrook Shire Council.
Evaluation Plan	A plan created by Council staff prior to issuing any Method of Procurement with an expected value that is greater than \$50,000 that details how responses will be assessed.
Financial Delegation of Authority	The financial authority delegated to an individual by the General Manager listed on the register of financial delegations.
Go-to-Market PlatformEDRMS	VendorPanel Go-to-Market online software Records Management System as defined in the Records Management Policy MSC07E.
<u>GIPA Act</u>	<u>Government Information (Public Access) Act 2009</u>
Indigenous Business	A business recognised by an organisation such as Supply Nation or the NSW Indigenous Chamber of Commerce as being an 'indigenous business'.
Local Content	Goods The extent to which a supplier contributes to the Muswellbrook Shire Council economy. This includes <u>goods</u> , materials or services procured from a Local Supplier, <u>utilisation of local accommodation during provision of the works/services and employment of staff living within the Muswellbrook Shire Council Local Government Area.</u>
<u>LGA</u>	<u>Muswellbrook Shire Council Local Government Area</u>

Term	Definition
Local Supplier	A supplier <u>Supplier</u> of goods, materials or services who has an office or its registered address at a location within the Muswellbrook Shire Council Local Government Area <u>LGA</u> .
<u>LG Act</u>	<u>Local Government Act 1993 (NSW)</u>
<u>LG Regulation</u>	<u>Local Government (General) Regulation 2021 (NSW)</u>
Method of Procurement	(a) Request for Quotation; (b) Request for Tender; <u>(c) Request for Expressions of Interest;</u> (c)(d) <u>Aggregator Purchase;</u> or (d)(e) <u>purchase under a NSW Government Scheme.</u>
Model Code of Conduct	Model Code of Conduct MSC34E
NSW Government Scheme	A contract <u>or pre-qualified list</u> established by the New South Wales state government with permitted use for local councils.
Operational Plan	The annual plan of this name published by Council.
Panel Contract	A contract pursuant to which a supplier or contractor agrees to supply goods or services to Council on agreed contractual terms for the term of the panel contract.
Procurement Aggregator	(a) A procurement aggregator such as Local Government Procurement, Procurement Australia or the Regional Procurement Initiative (a division of Arrow Collaborative Services on behalf of the Hunter Regional Organisation of Councils); <u>(b) Entities prescribed in the LG Regulation S163(1A) for the purposes of s55(3)(a) of the LG Act:</u> i. <u>The Trustee for LGP (LGA NSW) Trust & the Trustee for LGP (SA NSW) Trust, trading as Local Government Procurement Partnership (ABN 34 578 553 267); and</u> ii. <u>Procurement Australasia Ltd (ABN 45 058 335 363).</u>
<u>Procurement Contract Suite</u>	<u>Council's bespoke suite of standardised procurement contracts.</u>
Procurement Procedure <u>Plan</u>	Procurement Procedure MSC01PA plan created by Council staff prior to issuing any Method of Procurement with an expected value that is greater than \$150,000 that details market approach and key risks to be managed.
<u>Procurement Software</u>	<u>Software provided by VendorPanel Pty Ltd:</u> <u>(a) Go-to-Market platform (Sourcing Platform);</u> <u>(b) Advanced Contract Management platform (Contract Management System); and</u>

Term	Definition
	<u>(c) Policy Guide module (Self-Service Procurement Advice).</u>
Project Governance Group	A group assembled on a case-by-case basis to provide subject matter expertise and oversight on strategic or high-risk projects.
<u>Purchasing Card</u>	<u>Any Credit or Debit card issued by Council in accordance with the Corporate Card Policy.</u>
Quadruple Bottom Line	The balancing of profits (in this case best value for money), people (social procurement), planet (environmental considerations) and culture.
<u>Procurement Self-service Advice Platform Request for Expressions of Interest</u>	Vendor Panel's Policy Guide module utilised <u>A request by Council to the open market for expressions of interest to provide on-demand interactive procurement guidance to Council staff goods, works or services classified as procurements.</u>
<u>Records Management System</u>	As defined in the Records Management Policy MSC07E
Request for Tender	A request by Council for tenders for goods, works or services.
Request for Quotation	A request by Council for quotations for goods, works or services.
SME (small-to-medium enterprise)	An organisation with less than 200 employees.
Social Enterprise	An organisation whose primary purpose is to provide employment to persons belonging to disadvantaged groups.
<u>Spot Purchase</u>	<u>The meaning in clause 5.3.3.</u>
<u>Standard Insurance Framework Standing Offer</u>	Council's guidance framework on appropriate insurance levels and approval of shortfalls. <u>Contracts established for supply of goods and/or services, including construction, as and when required by Council at agreed rates.</u>
<u>Supplier</u>	<u>Any company providing goods and/or services to Council, including construction.</u>
<u>Standardised Procurement Contract Suite Tendering Threshold</u>	The meaning in clause 15.4.5.5
Quotation Thresholds	The meaning in clause 5.4.5.5
WHS Legislation	The <i>Work Health and Safety Act 2011</i> (NSW) and <i>Work Health and Safety Regulation 2017</i> (NSW) .

5. Policy Statement

5.1 Procurement principles

Council bases its procurement decisions on the following principles:

5.1.1 Value for money

Value for money means minimising the total cost of ownership over the lifetime of a procured good or service, while taking into account factors such as quality, reliability, the ability to integrate with existing infrastructure, safety, risk reliability and sustainability and delivery considerations. Price will not be the sole determinant of suitability and value for money. Additional factors to be considered include the ~~supplier's~~ Supplier's experience and capability, reputation, after sales service and warranties as well as upfront and ongoing costs.

5.1.2 Risk management through procurement planning

For each procurement, Council must consider the associated risks with each quotation, expressions of interest or tender process. This extends to proactive variation management by assessing the ~~supplier's~~ Supplier's understanding of the project and contingencies or exclusions referenced in the quotation or tender submission. Council must verify the financial capacity of a Supplier to undertake the project or deliver the services prior to contract execution.

5.1.3 Modern ~~Slavery~~ slavery mitigation

~~Council commits Council's commitment to complying with mitigating modern slavery in its obligations under supply chains as outlined in the Modern Slavery Act 2018 (NSW) and any other applicable modern slavery legislation that may come into effect.~~ Policy.

5.1.4 Management of work health and safety

In compliance with the WHS Legislation, Council will consider the impact on the health and safety of Council staff and the community when procuring goods and services. Suppliers ~~and contractors~~ must meet a minimum standard of demonstrated work health and safety competence in accordance with the WHS Legislation and all relevant Council ~~WHS~~ policies. This competence is assessed prior to contract award and compliance is monitored ~~centrally throughout the contract~~ via Council's Contractor Management System ~~supporting the Contractor WHS Management Procedure.~~

5.1.5 Consideration of environmental sustainability and circular economy

Sustainability factors must be considered in all procurements. This includes only purchasing goods or services where necessary to incorporating considerations of the Quadruple Bottom Line in all procurements. It is understood that, in some cases, the selection of environmentally superior products may be less competitive than environmentally inferior products on the basis of price alone, but will be most appropriate when taking into account all procurement principles.

In assessing sustainability, Council must consider procurements on a whole-of-life basis having regard to the relevant ~~supplier's or contractor's~~ Supplier's ability to:

- reduce or eliminate inefficiency and unnecessary resource consumption, including water and electricity usage;
- minimise waste and pollution and maximise opportunities for recycling and reusing products;
- reduce utilisation of virgin materials in favour of recycled products with comparable specifications;
- eliminate toxic products (including packaging) that are harmful to human health and ecosystems;
- reduce greenhouse emissions;
- achieve biodiversity and habitat protection where practicable;

- prioritise products with longer life expectancies, better durability and options for repair, rather than replacement;
- outline of end-of-life plans including upcycling and resource recovery; and
- maximise opportunities to further stimulate innovation and demand for sustainable products.

5.1.6 Provision of equal opportunities and social inclusion

Council is committed to where practicable:

- providing all ~~suppliers and contractors~~Suppliers with equal opportunity to participate in its procurement processes and using such processes to generate positive social benefit;
- stimulating Indigenous entrepreneurship, business and economic development by providing Indigenous Businesses with enhanced opportunities to participate in Council procurement processes;
- providing advisory resources to the public on how to participate in Council procurement processes, as well as removing barriers to entry for SME's where possible; and
- considering unsolicited proposals from Social Enterprises where permissible under legislation and up to:
 - \$50,000 in total value by General Manager approval; or
 - \$250,000 in total value by Council resolution.

5.1.7 Prioritisation of local procurement

To stimulate economic development within the Muswellbrook Shire Council Local Government Area, Council ~~staff~~ must, where feasible, prioritise purchasing from Local Suppliers or offers which maximise Local Content.

Local Content is to be assessed as a key criterion in all Evaluation Plans and Council must seek to maximise Local Content by:

- advertising ~~in local newspapers,~~ on Council's website and by other means considered appropriate for any procurements; and
- encouraging the use of Local Suppliers by ~~contractors~~Suppliers whenever goods or services are sourced from outside of the Muswellbrook Shire Council Local Government Area.

Offers submitted to Council must be sufficiently detailed to enable Council to assess Local Supplier status or the level of included Local Content.

A minimum non-price weighting of 5% will be applied for Local Content in any procurement requiring an Evaluation Plan.

Any ~~supplier~~Supplier who is deemed to be a Local Supplier will be awarded the maximum score for this criterion. In assessing offers, Council must be reasonably satisfied as to Local Supplier status or the level of Local Content in accordance with the weighting guidelines.

5.1.8 Buy Australian

Where appropriate, and to the extent permissible by law, Council will support Australian ~~owned suppliers~~Businesses and ~~suppliers~~Suppliers who manufacture in Australia. ~~The Council's Procurement~~

~~Council staff must, where feasible, identify options for procuring Australian Made Products, and Finance Departments must be consulted prior to goods from Australian Businesses. Council staff must, where feasible, encourage Suppliers to any international purchase being made to~~

~~ensure that risks are managed appropriately~~utilise products from Australian Businesses and payment facilities are availableSuppliers who manufacture in Australia in provision of services to Council.

5.2 Procurement conduct

Council must ensure that procurement, disposal and contract management practices comply with all relevant legislative requirements and ethical guidelines in order to achieve probity, fairness and transparency throughout the procurement process.

5.2.1 Conduct of Council ~~Staff~~staff

All procurement activities must be undertaken with integrity and in a manner that will withstand the closest scrutiny and procedural compliance. Council staff must conduct all procurement in a manner that is ethical and in accordance with ~~the Model Council's~~ Code of Conduct, ~~Statement of Business Ethics Policy~~, this Policy and associated procedures and all relevant legislation.

Council staff must at all times:

- demonstrate utmost professionalism, honesty and fairness in all dealings with current or potential ~~suppliers~~Suppliers;
- maintain business relationships in good faith, based on open and effective communication, respect and trust, and adopt a non-adversarial approach to dispute resolution;
- be accountable and transparent in all procurement processes by disclosing the assessment criteria to ~~suppliers~~Suppliers and providing feedback at the end of the procurement process, when requested and to the extent permitted by law;
- declare any actual, potential or perceived pecuniary or non- pecuniary conflicts of interest in accordance with the ~~Model~~ Code of Conduct to ensure impartiality;
- maintain confidentiality of commercial in confidence information provided by ~~suppliers~~Suppliers except in relation to disclosures required by law, such as, but not limited to, disclosures required by the *Government Information (Public Access) Act 2009* (NSW); and
- ensure all procurement decisions are made in accordance with this Policy, the Procurement Procedure and associated documentation.

5.2.2 Promotions and incentives

The offering or acceptance of promotional goods, rewards, benefits or any other form of incentive in relation to any procurement is strictly prohibited. Refer to Council's Gifts, Bribes & Benefits Policy.

5.2.3 Supporting competition

Council recognises the need to allow ~~suppliers and contractors~~Suppliers the opportunity to fairly compete for Council business and, as such, Council has set parameters around the number and nature of quotes that Council is to obtain at various price levels.

Council staff must ensure equal dealings with ~~suppliers and contractors~~Suppliers and refrain from engaging in practices that aim to give a party an improper advantage over another or could be perceived as anticompetitive.

5.2.4 Splitting of orders

Council staff are prohibited from splitting orders for the purposes of acquiring goods or services above their delegated financial and procurement levels or to avoid the necessity to

obtain quotes or call for tenders. An order will be considered to be split where the goods, works or services across each order are:

- similar in scope or would usually be able to be completed by the same type of ~~supplier~~Supplier at the same time;
- requested by Council within close time proximity of each other and Council staff were aware or should have been aware of the upcoming requirement; and
- not required to be received or completed immediately due to a safety concern.

The reasonable person test should be applied when assessing if an order is to be considered to have been split.

5.2.5 Responsible financial management and allocation of funds

Council staff must ensure that Council funds to be used for procurement are used:

- efficiently;
- so as to obtain maximum benefit for Council and the community from the procurement; and
- without compromising the principles detailed in this Policy.

With the exception of non-binding expressions of interest processes where detailed scope and cost information is unknown, Council staff must consider budgetary limitations and only seek to procure goods and services for which:

- sufficient funding is available within the properly designated and approved Council budget; and
- Council has a “firm intention to proceed”, substantiated by the availability of adequate funds prior to approaching the market.

For special projects, contribution works and grant works not specifically detailed in the Operational Plan, approval to procure is dependent upon all relevant funds being available and received or committed in writing by the funding body and accepted by Council.

5.2.6 Responsible record keeping

Council staff must ensure that a level of record keeping commensurate with the relevant transaction is maintained in accordance with the Procurement Procedure. In determining the appropriate level of records to maintain, consideration must be given to matters such as the price and degree of scrutiny the transaction is likely to attract. Such records may include all substantial communications between Council and the ~~supplier or contractor~~Supplier as well as minutes of all relevant meetings. Records of procurement must be kept and recorded in Council's ~~Records Management System~~EDRMS.

5.2.7 In-house tendering

If a Council business unit lodges a tender as part of an open procurement process, the relevant Council Director must, prior to the commencement of the relevant tender process:

- separate and clearly define the roles of Council in undertaking the tender submission from those undertaking the tender preparation and assessment;
- ensure that separate chains of management decision-making and reporting for those involved are established; and
- ensure that the in-house tender will be treated as if it is an external tender.

5.2.8 Conduct of current or potential ~~suppliers and contractors~~Suppliers

Council must discontinue all dealings with ~~suppliers or contractors~~ Suppliers who engage in unethical conduct.

Council staff found not to be acting in accordance with this Policy will be subject to applicable disciplinary processes.

Canvassing of Councillors and/or Council staff (other than Council's nominated contract staff member specified for the tender process) at any stage of the procurement process is an unacceptable practice and will result in the applicant being disqualified from the procurement process.

~~5.3~~ Methods of Procurement

5.3 Market Approach

Council may approach the market in a number of different ways, as outlined below. The Method of Procurement utilised by Council must be appropriate to the value, risk and complexity of the procurement.

5.3.1 Procurement Aggregator purchases

Where it represents best value for money to do so, Council must undertake its procurement processes through contracts established by Procurement Aggregators.

Where a Procurement Aggregator's contract is created through an open tender process, consideration must be given to factors such as price, value for money, quality and the Supplier's compliance with all relevant safety requirements and legislation.

5.3.2 Standing Offer purchases

Council will establish its own Standing Offer contracts with one Supplier or multiple Suppliers on a panel arrangement, where it identifies a need for reoccurring purchases of goods, and/or services, including construction, in order to obtain best pricing and streamline day-to-day purchasing activity whilst maintaining the required level of probity.

5.3.3 Spot Purchases

Council will engage the market for Spot Purchases in accordance with its Quotation Thresholds:

- for any goods, services or works for which a Standing Offer or Procurement Aggregator contract is not available or where such contract does not maximise value for money; or
- where the available Procurement Aggregator contracts do not include Local Suppliers; or
- where the complexity of the project warrants a standalone procurement process.

5.35.4 Purchase ~~orders~~Orders

Subject to the exceptions detailed below:

- all purchases made by Council must be accompanied by a purchase order to allow for the obtaining of all relevant financial approvals;
- all relevant contracts must be executed prior to a purchase order being issued; and
- ~~suppliers~~ Suppliers must quote the Council provided purchase order number on all relevant invoices as a precondition to payment.

Notwithstanding the position above, a purchase order may not be required in relation to the following procurements:

- Purchases made using a Purchasing Card in accordance with Council's Corporate Card Policy;

- statutory payments;
- employee reimbursements;
- loans and investments;
- insurance renewals;
- water usage and/or rates charges; and
- ~~payments made under the *Building and Construction Industry Security of Payment Act 1999* where a payment schedule has been created and approved by the relevant Council Director and CFO; and~~
- refunds on overpayments on rate and/or water accounts.

~~5.3.21.1.1~~ **For the avoidance of doubt, all Procurement Aggregator purchases**

~~Where it represents best value for money to do so, Council must undertake its procurement processes through the establishment of Panel Contracts by Procurement Aggregators.~~

~~Where a Procurement Aggregator's Panel Contract is created through an open tender process, consideration must be given to factors such as price, value for money, quality and the supplier's compliance with all relevant safety requirements and legislation.~~

5.3.3 Panel Contracts

~~Council will establish its own Panel Contracts where it identifies a need for reoccurring purchases of goods, services or works in order to obtain best pricing and streamline day-to-day purchasing activity whilst maintaining the required level of probity.~~

~~Where no Aggregator Panel Contracts are available or such contracts do not provide best value for money, Council may elect to tender to establish its own Panel Contracts.~~

5.3.4 Ad-hoc purchases

~~Council will engage the market for Ad-hoc Purchases in accordance with its quotation requirements:~~

- ~~for any goods, services or works for which a Panel Contract or Aggregator Panel Contract is not available or where such contract does not maximise value for money; or~~
- ~~where the complexity of the project warrants a standalone procurement process.~~

5.3.5 Purchasing cards

~~Credit or debit cards may be used for low value purchases in accordance with the Council's Corporate Card Policy.~~

~~All purchases made in accordance with the Council's Corporate Card Policy must be made in accordance with the procurement principles Procurement Principles and Quotation Thresholds outlined in this Policy and accompanied by a purchase order in accordance with clause 5.3.1.~~

5.3.6 Fuel cards

~~Fuel cards are purchased under the applicable NSW Government Contract and are to be used for any purchase of fuel in accordance with Council's Motor Vehicle Fleet Procedure.~~

5.3.7 Motor vehicles

~~Council passenger vehicles are to be replaced on a cadence defined in Council's Motor Vehicle Fleet Policy.~~

~~When purchasing passenger vehicles, brands with the ability to be serviced locally must be given preference.~~

All purchases of new passenger vehicles must be made:

- in accordance with this Policy and Council's Motor Vehicle Fleet Policy; and
- where practicable, using NSW Government Scheme SCM0653.

5.45.5 Quotation thresholds

Quotations must, unless excluded in accordance with the below table, be called:

- by Council staff via Council's ~~Go-to-Market~~Sourcing Platform; and
- in accordance with the quotation thresholds detailed below (**Quotation Thresholds**):

Estimated value of goods or services inclusive <u>exclusive</u> of GST	Minimum requirements
\$0 to \$ 4 <u>2</u> ,000	Minimum of one (1) verbal or written quotation.
\$ 4 <u>2</u> ,001 to \$ 5 <u>10</u> ,000	Minimum of two (2) written quotations.
\$ 5 <u>10</u> ,001 to \$50,000	Minimum of three (3) quotations obtained via the Go-to-Market Sourcing Platform.
\$50,001 to \$150,000	1. Creation of a project folder in the Records Management System; 2 <u>1</u> . Creation of Evaluation Plan; and 3 <u>2</u> . Minimum of three (3) written quotations obtained via the Go-to-Market Sourcing Platform OR expressions of interest process and three (3) quotations obtained via the Go-to-Market Sourcing Platform.
\$150,001 to \$ 249 <u>224</u> ,999	1. Creation of a project folder in the Records Management System; 2 <u>1</u> . Creation of Procurement and Evaluation Plans; and 3 <u>2</u> . Minimum of three (3) written quotations obtained via the Go-to-Market Sourcing Platform OR expressions of interest process and three (3) quotations obtained via the Go-to-Market Sourcing Platform.
\$ 250 <u>225</u> ,000 and above (Tendering Threshold)	Tender process in accordance with legislation or prescribed agency . Purchase Procurement Aggregator purchase. Process to be administered by the Procurement Department. <u>All purchases exceeding the Tendering Threshold are reported to the Elected Body for resolution, except where determination has been delegated to the General Manager.</u>

5.4.15.5.1 Outsourcing of Council services

For any services currently provided by Council staff, the legislated tender threshold is \$150,000 including GST.

Should any procurement effect a change in organisational structure or directly require a change in position descriptions to remove services, it will be deemed to currently be provided by Council staff.

5.4.25.5.2 Emergency Procurement

Contracts made under extenuating circumstances in an emergency are exempt from tendering under Section 55(3)(k) of the LG Act, irrespective of value. Any purchase classified as emergency procurement under this Clause must be authorised by the General Manager. Any emergency procurement in exceeding the Tendering Threshold must be reported to Elected Body as soon as reasonably possible.

5.5.3 Disaster recovery procurement

Pursuant to regulation 170A of the *Local Government (General) Regulation 2021* (NSW), Council is not required to conduct a tender process prior to entering into a contract with a value of less than \$500,000 including GST, where the contract is:

- primarily for the purpose of responding to or recovery from a declared Natural Disaster (as defined in the *Local Government (General) Regulation 2021* (NSW)); and
- entered into within 12 months after the date on which the Natural Disaster is declared,

however, any such purchases must be documented on a procurement process exemption form, reviewed by the General Manager, signed off by the Mayor in accordance with section 226 of the LG Act and reported to ~~Council~~ the Elected Body as soon as reasonably possible.

~~Any emergency purchases under the legislated tendering threshold must be reviewed and approved in accordance with clause 5.3.13.~~

5.4.35.5.4 Exemption process

~~If an insufficient number of quotations are received in respect of a procurement:~~

In case of non-conformance with procurement process requirements including the ability to obtain the required number of quotations in accordance with the Quotation Threshold:

- the reason must be documented on a procurement exemption form; and
- ~~any~~ such form must thereafter be reviewed by the person with the appropriate Financial Delegation of Authority,
- except where the requestor themselves holds the appropriate Financial Delegation of Authority, in which case the exemption must be reviewed and approved by the requestor's manager to ensure that probity and secondary oversight are maintained.

5.6 Contract management principles

To facilitate effective management of contracts, Council staff will abide by the following principles:

5.6.1 Utilisation of appropriate contract terms

Council maintains the Procurement Contract Suite to mitigate risk associated with entering contracts on unfavourable terms. Any material amendment to a template contract or utilisation of non-standard contract terms must be undergo legal review and be signed off by the relevant Director prior to execution.

5.6.2 Establishment of contract governance processes

Council must implement appropriate contract governance structures commensurate to the value, complexity and risk rating of the contract.

5.6.3 Clear definition and communication of key contract outcomes

Council staff will take reasonable steps to ensure all parties have been fully made aware of their obligations in performance of contracts for Council. This extends to ensuring

involvement of the contract manager at procurement stage to ensure key contract outcomes are understood.

5.6.4 Proactive variation and change management

Council is committed to proactively managing its Suppliers to ensure that maximum benefits are achieved, and variations are minimised. Council staff must ensure proactive communication is maintained with Suppliers in alignment with the complexity and risk level of the contract.

Council staff will use reasonable endeavours to anticipate areas of contract risk and addressing requirements for change management with Suppliers.

5.6.5 Measure contract performance and drive continuous improvement

Council is committed to driving best value outcomes and continuous improvement in delivery of services and encourages Suppliers to highlight opportunities for efficiencies or innovation. To ensure a high standard of quality is maintained, Council retains records on Supplier performance, which may be consulted as a reference in future procurement processes. Suppliers will be afforded the opportunity to request feedback regarding their performance of the contract and key areas for improvement.

5.6.6 Modern slavery remediation

Council provides a reporting and remediation framework for modern slavery in the Modern Slavery Policy.

5.6.7 Contract lifecycle management

The Procurement Function will support Council staff to manage end of contract transitions proactively to ensure continuity of service.

5.45.7 Disposal of assets

Where the disposal of Council assets is expected to yield a return, the disposal process must be conducted in a manner that ensures competitiveness and utmost transparency.

For disposal of fleet and plant, bids for the asset must be obtained from ~~suppliers~~Suppliers such as auction houses in accordance with the Quotation Thresholds, except where the relevant asset is traded in on a replacement.

Where the asset in question is real estate, the appropriate disposal method will be assessed and planned in accordance with market conditions and any such disposal must be conducted in consultation with the Procurement Department, except where the disposal process is specified in another Council policy.

5.5 Contract establishment

~~Council manages risk associated with inconsistency in contract terms by establishing the Standardised Procurement Contract Suite. Any material amendment to a contract included in the Standardised Procurement Contract Suite must be reviewed and approved by the Council's legal counsel.~~

~~In circumstances where the Standardised Procurement Contract Suite does not include a suitable contract, the proposed terms must be reviewed by Council's legal counsel and approved by the General Manager prior to engagement.~~

~~Insurance requirements for any contract entered into by Council must be assessed against the Standard Insurance Framework.~~

5.6 Contract management

~~Council is committed to proactively managing its suppliers and contractors to ensure that maximum benefits are achieved and variations are minimised. Council staff must ensure proactive communication is maintained with suppliers and contractors suitable to the complexity and risk level of the contract.~~

~~All contracts must be managed in accordance with this Policy and the Contract Management Procedure.~~

6. Application of the policy

This Policy is binding on all Council staff, ~~suppliers~~Suppliers, contractors and consultants working on behalf Council and such people may only authorise procurements within the limit of their Financial Delegation of Authority. Any inconsistency between this Policy and other Council Policies will be referred to the General Manager for determination.

6.1 Key responsibilities

At all times when undertaking any procurement activity, all Council staff must:

- be fully aware and comply with the terms of this Policy; and
- act only within the limits of their Financial Delegation of Authority.

6.1.1 Elected Body

The Elected Body must:

- ensure a Council-wide understanding of and compliance with this Policy and associated procedures when making procurement decisions;
- resolve all tenders called by Council with a value of more than \$~~250~~225,000 ~~excluding~~ GST; and
- resolve all tenders called by Council with a value of more than \$150,000 including GST where the services are currently being provided by Council staff.

6.1.2 General Manager

The General Manager must:

- lead Council Staff in their understanding of and compliance with this Policy and associated procedures;
- ensure adequate resourcing to develop, implement and review this Policy and associated procedures;
- review and approve procedures related to this Policy;
- take appropriate action in response to instances of non-compliance with this Policy, relevant guidelines or legislation;
- lead all investigations related to allegations of fraud and corruption, maladministration and serious or substantial waste;
- report any reasonably suspected Corrupt Conduct (as defined in the *Independent Commission Against Corruption Act 1988* (NSW)) to the Independent Commission Against Corruption;
- participate in Project Governance Group meetings for high risk and/or value projects; and
- execute contracts as resolved and/or delegated by Council.

6.1.3 Directors and managers

Council directors and managers must:

- ensure that all procurement undertaken by their business unit complies with this Policy and associated procedures;
- monitor and ensure that Council's project officers have relevant training and skills and are suitably qualified to undertake all relevant procurement and contract management activities;
- when requested, partake in the assessment of tenders as part of the evaluation panel;
~~and~~
- if requested by the General Manager, partake in Project Governance Group meetings for high risk and/or value projects; ~~and~~
- execute contracts in accordance with the Financial Delegation of Authority.

6.1.4 Procurement Department

The Procurement Department must:

- review ~~this Policy, related procedures and the Standardised Council's~~ Procurement Framework and the Procurement Contract Suite to ensure their alignment with best practice and legislation;
- develop, facilitate and implement and oversee procurement training within Council;
- facilitate tender processes called by Council, including delegation for tender opening;
- manage identified lead negotiations with Suppliers for strategic supplier contracts;
- provide advice on how to manage contracts and Supplier relationships and contracts;
- report any identified non-compliance with this Policy to the General Manager;
- maintain Council's GIPA and procurement conflict of interest registers;
- manage and administer Procurement Software systems;
- provide subject matter expertise to Council staff when requested; ~~and~~
- conduct annual process efficiency audits to be reported to the Director Leadership Group (DLG).

6.1.5 Finance Department

The Finance Department must:

- oversee purchase orders raised for procurements, including undertaking compliance checks where appropriate; ~~and~~
- ~~partake in the assessment of tenders as part of the evaluation panel.~~

6.1.6 Internal Audit Department

- facilitate financial pre-approval of Suppliers;
- facilitate payments; and
- administer contract securities.

6.1.6 Manager Governance and Risk

The ~~Internal Audit Department~~ Manager Governance and Risk must:

- ~~conduct~~ Facilitate periodic ~~reviews~~ audits of Council's business units including their procurement activities; and
- report all findings to the Audit Risk and Improvement Committee (ARIC).

6.1.7 ~~Legal counsel~~Counsel

Council's legal counsel must:

- provide specialist advice as and when requested; and
- undertake reviews or facilitate external review of contracts which differ from the ~~Standardised~~ Procurement Contract Suite.

6.1.8 WHS Advisors

Council's WHS Advisor(s) must:

- provide guidance to staff on suitability of Suppliers from a WHS perspective;
- partake in evaluations of Tenders to assess WHS capability;
- facilitate Supplier pre-qualifications and inductions; and
- provide guidance to Council staff on how to manage Suppliers' WHS performance.

~~6.1.8~~ 6.1.9 Council officers

Council officers must:

- conduct ~~Request for Quotation~~procurement processes in accordance with this Policy;
- partake in assessments of ~~quotations~~Quotations and ~~tenders~~Tenders when requested;
- manage contracts with ~~suppliers~~Suppliers in accordance with this Policy and the Contract Management Procedure;
- assess ~~contractor and/or supplier~~Supplier performance upon conclusion of the contract to be retained as internal ~~supplier~~Supplier reference; and
- report any suspected or actual breaches of this Policy to the Procurement Department.

~~6.1.9~~ Contractors and suppliers

6.1.10 ~~Contractors and suppliers~~Suppliers

Suppliers are expected to:

- conduct business with Council in accordance with the ~~Model~~Supplier Code of Conduct;
- comply with Council's WHS policy and other relevant work health and safety requirements; ~~and~~
- use its best endeavours to prevent contract variations where possible; and
- promptly provide any information reasonably required by Council to comply with its legislative obligations.

7. Compliance and references

In all of its procurement activities, Council must comply with all applicable legislation, guidelines and Council policies, procedures and related documents including, but not limited to:

- legislation and guidelines:
 - Australian Consumer Law;
 - *Government Information (Public Access) Act 2009 (NSW)*;
 - *Local Government (General) Regulations 2021 (NSW)*;
 - *Local Government Act 1993 (NSW)*;

- NSW Government – Code of Practice for Procurement 2005;
- *Public Interest Disclosures Act* 2022 (NSW);
- *Waste Avoidance and Resource Recovery Act* 2001 (NSW);
- ~~WHS Legislation~~ Work Health and Safety Act 2011;
- Work Health and Safety Regulation 2017;
- National Completion Guidelines; and
- all relevant procurement and Tendering guidelines adopted by the Chief Executive of the Office of Local Government from time-to-time.
- Council policies, procedures and codes:
 - Statement of Business Ethics Policy MSC24E;
 - Contract Management Procedure MSC02P;
 - Contractor Management Procedure MSC04P;
 - Corporate Card Policy MSC28E; ○ Disciplinary Procedures MSC06I-2
 - Financial Delegations of Authority Register;
 - Gifts, Bribes & Benefits Policy B15-1 MSC070E
 - Model Code of Conduct MSC34E;
 - Modern Slavery Policy MSC076E;
 - Motor Vehicle Fleet Policy MSC01I;
 - ~~Motor Vehicle Fleet Procedure~~;
 - ~~Procurement Contract Framework~~;
 - Procurement Procedure MSC01P;
 - ~~Standard Insurance Framework~~; ○ Public Interest Disclosure Policy MSC16E
 - ~~WHS Records Management Procedure~~; and
 - ~~WHS Policy~~ MSC07E;
 - WHS Policy MSC059I.

8. Specific Disclosure

Suppliers, tenderers and contractors should be aware that they:

- may be subject to public scrutiny by bodies such as the Independent Commission Against Corruption (ICAC); and
- may be afforded protections under the *Public Interest Disclosures Act* 2022 (Cth).

9. Review

This Policy must be reviewed by the Procurement Department and submitted to Council for resolution:

- within twelve (12) months after the date of the election of a new Council;
- every four (4) years;
- should organisational structure change affect the key responsibilities; and

- as required by legislative changes which affect this Policy.

Version History

The below table identifies authors who have reviewed this Policy and the date that this Policy became effective.

Version no.	Date changed	Modified by	Amendments/previous adoption details
1	8/11/2016	Manager of Corporate Services	
2	11/9/2018	Manager of Corporate Services	Authorised by Council – minute no 95
3	19/04/2021	Manager of Corporate Services	Adopted by MANEX on 19/04/2021. Report item 5.3
3	01/06/2023	Contracts & Procurement Officer	Draft policy on public exhibition 30/06/2023-28/07/2023.
4	14/08/2023	Contracts & Procurement Officer	Amendments to draft policy for second round public exhibition. Draft policy on public exhibition 17/08/23-14/09/23. Adopted by Council 26 September 2023, minute number 112.
<u>5</u>		<u>Coordinator Procurement & Contracts</u>	Revised version for new Council term 2024-2028.



muswellbrook shire council

Draft Procurement Policy

MSC01E

Authorisation Details

Authorised by:		Internal/External:	External
Date:		Minute No:	
Review timeframe:	Within twelve (12) months of the date of the election of a new Council	Review due date:	
Department:	Office of the Chief Financial Officer		
Document Owner:	Coordinator Procurement and Contracts		
Community Strategic Plan Goal	6 Collaborative and responsive community leadership that meets the expectations and anticipates the needs of the community		
Community Strategic Plan Strategy	6.2 Ensure Council is well managed, appropriately resourced, effective, efficient, accountable and responsive to its communities and stakeholders		
Delivery Program activity	6.2.1 Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves		

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1. Policy objective

This Policy outlines the principles under which Muswellbrook Shire Council (Council) makes its procurement decisions and conducts its procurement activities.

Council is committed to the competitive provision of services which meet best practice standards as a key organisational value. Council not only wishes to guarantee that its procurement, disposal and contract management practices comply with legislative requirements, but wishes to ensure that these practices are conducted in an ethical manner that maximises probity, fairness and transparency at every step.

Council's Procurement Framework consists of this Policy, the Modern Slavery Policy, the Procurement Procedure, the Contract Management Procedure and the Contractor Management Procedure and is supported by Council's Procurement Software systems, and the Procurement Contract Suite.

Council's procurement activities must be fair, ethical and transparent from planning and sourcing to managing delivery under contract, and achieve best value for money by leveraging technology for procurement processes to improve efficiency and transparency in the expenditure of public funds.

2. Risks being addressed

This Policy establishes a framework within which all procurement will be managed to a best practice professional standard that ensures:

- compliance with legislation;
- that superior financial controls are exercised over procurement;
- that procurement-related risks are identified prior to approaching the market;
- that procurement-related contracts entered into by Council are on favourable terms;
- that procurement activity is cost effective, efficient, accountable, ethical, appropriately risk sensitive, safe and sustainable; and
- that procurement-related contracts are managed appropriately.

3. Scope

This Policy:

- applies to all procurement activities undertaken for and on behalf of Council and binds all Councillors, Council staff and all temporary and contract employees as well as contractors and consultants while engaged by Council; and
- extends across the entire procurement cycle from procurement planning and sourcing to contract management and renewal.

4. Definitions

Term	Definition
Australian Business	A business that: <ul style="list-style-type: none"> (a) has 50 percent or more Australian ownership, or be principally traded on an Australian equities market; and (b) have Australian tax residency; and

Term	Definition
	(c) has its principal place of business in Australia.
Australian Made Products	Products manufactured in Australia.
Contractor Management System	BeSafe online contractor management software.
Elected Body	Councillors and the Mayor of Muswellbrook Shire Council.
Evaluation Plan	A plan created by Council staff prior to issuing any Method of Procurement with an expected value that is greater than \$50,000 that details how responses will be assessed.
Financial Delegation of Authority	The financial authority delegated to an individual by the General Manager listed on the register of financial delegations.
EDRMS	Records Management System as defined in the Records Management Policy MSC07E.
GIPA Act	Government Information (Public Access) Act 2009
Indigenous Business	A business recognised by an organisation such as Supply Nation or the NSW Indigenous Chamber of Commerce as being an 'indigenous business'.
Local Content	The extent to which a supplier contributes to the Muswellbrook Shire Council economy. This includes goods, materials or services procured from a Local Supplier, utilisation of local accommodation during provision of the works/services and employment of staff living within the Muswellbrook Shire Council Local Government Area.
LGA	Muswellbrook Shire Council Local Government Area
Local Supplier	A Supplier of goods, materials or services who has an office or its registered address at a location within the LGA.
LG Act	Local Government Act 1993 (NSW)
LG Regulation	Local Government (General) Regulation 2021 (NSW)
Method of Procurement	(a) Request for Quotation; (b) Request for Tender; (c) Request for Expressions of Interest; (d) Aggregator Purchase; or (e) purchase under a NSW Government Scheme.
NSW Government Scheme	A contract or pre-qualified list established by the New South Wales state government with permitted use for local councils.
Operational Plan	The annual plan of this name published by Council.
Procurement Aggregator	(a) Regional Procurement Initiative (a division of Arrow Collaborative Services on behalf of the Hunter Regional Organisation of Councils); (b) Entities prescribed in the LG Regulation S163(1A) for the purposes of s55(3)(a) of the LG Act:

Term	Definition
	i. The Trustee for LGP (LGA NSW) Trust & the Trustee for LGP (SA NSW) Trust, trading as Local Government Procurement Partnership (ABN 34 578 553 267); and ii. Procurement Australasia Ltd (ABN 45 058 335 363).
Procurement Contract Suite	Council's bespoke suite of standardised procurement contracts.
Procurement Plan	A plan created by Council staff prior to issuing any Method of Procurement with an expected value that is greater than \$150,000 that details market approach and key risks to be managed.
Procurement Software	Software provided by VendorPanel Pty Ltd: (a) Go-to-Market platform (Sourcing Platform); (b) Advanced Contract Management platform (Contract Management System); and (c) Policy Guide module (Self-Service Procurement Advice).
Project Governance Group	A group assembled on a case-by-case basis to provide subject matter expertise and oversight on strategic or high-risk projects.
Purchasing Card	Any Credit or Debit card issued by Council in accordance with the Corporate Card Policy.
Quadruple Bottom Line	The balancing of profits (in this case best value for money), people (social procurement), planet (environmental considerations) and culture.
Request for Expressions of Interest	A request by Council to the open market for expressions of interest to provide goods, works or services classified as procurements.
Request for Tender	A request by Council for tenders for goods, works or services.
Request for Quotation	A request by Council for quotations for goods, works or services.
SME (small-to-medium enterprise)	An organisation with less than 200 employees.
Social Enterprise	An organisation whose primary purpose is to provide employment to persons belonging to disadvantaged groups.
Spot Purchase	The meaning in clause Error! Reference source not found..
Standing Offer	Contracts established for supply of goods and/or services, including construction, as and when required by Council at agreed rates.
Supplier	Any company providing goods and/or services to Council, including construction.
Tendering Threshold	The meaning in clause -5.5
Quotation Thresholds	The meaning in clause 5.5
WHS Legislation	The <i>Work Health and Safety Act 2011</i> and <i>Work Health and Safety Regulation 2017</i> .

5. Policy Statement

5.1 Procurement principles

Council bases its procurement decisions on the following principles:

5.1.1 Value for money

Value for money means minimising the total cost of ownership over the lifetime of a procured good or service, while taking into account factors such as quality, reliability, the ability to integrate with existing infrastructure, safety, risk reliability and sustainability and delivery considerations. Price will not be the sole determinant of suitability and value for money. Additional factors to be considered include the Supplier's experience and capability, reputation, after sales service and warranties as well as upfront and ongoing costs.

5.1.2 Risk management through procurement planning

For each procurement, Council must consider the associated risks with each quotation, expressions of interest or tender process. This extends to proactive variation management by assessing the Supplier's understanding of the project and contingencies or exclusions referenced in the quotation or tender submission. Council must verify the financial capacity of a Supplier to undertake the project or deliver the services prior to contract execution.

5.1.3 Modern slavery mitigation

Council's commitment to mitigating modern slavery in its supply chains as outlined in the *Modern Slavery Policy*.

5.1.4 Management of work health and safety

In compliance with the WHS Legislation, Council will consider the impact on the health and safety of Council staff and the community when procuring goods and services. Suppliers must meet a minimum standard of demonstrated work health and safety competence in accordance with the WHS Legislation and all relevant Council policies. This competence is assessed prior to contract award and compliance is monitored throughout the contract via Council's Contractor Management System.

5.1.5 Consideration of environmental sustainability and circular economy

Sustainability factors must be considered in all procurements. This includes only purchasing goods or services where necessary to incorporating considerations of the Quadruple Bottom Line in all procurements. It is understood that, in some cases, the selection of environmentally superior products may be less competitive than environmentally inferior products on the basis of price alone, but will be most appropriate when taking into account all procurement principles.

In assessing sustainability, Council must consider procurements on a whole-of-life basis having regard to the relevant Supplier's ability to:

- reduce or eliminate inefficiency and unnecessary resource consumption, including water and electricity usage;
- minimise waste and pollution and maximise opportunities for recycling and reusing products;
- reduce utilisation of virgin materials in favour of recycled products with comparable specifications;

- eliminate toxic products (including packaging) that are harmful to human health and ecosystems;
- reduce greenhouse emissions;
- achieve biodiversity and habitat protection where practicable;
- prioritise products with longer life expectancies, better durability and options for repair, rather than replacement;
- outline of end-of-life plans including upcycling and resource recovery; and
- maximise opportunities to further stimulate innovation and demand for sustainable products.

5.1.6 Provision of equal opportunities and social inclusion

Council is committed to where practicable:

- providing all Suppliers with equal opportunity to participate in its procurement processes and using such processes to generate positive social benefit;
- stimulating Indigenous entrepreneurship, business and economic development by providing Indigenous Businesses with enhanced opportunities to participate in Council procurement processes;
- providing advisory resources to the public on how to participate in Council procurement processes, as well as removing barriers to entry for SME's where possible; and
- considering unsolicited proposals from Social Enterprises where permissible under legislation and up to:
 - \$50,000 in total value by General Manager approval; or
 - \$250,000 in total value by Council resolution.

5.1.7 Prioritisation of local procurement

To stimulate economic development within the Muswellbrook Shire Council Local Government Area, Council staff must, where feasible, prioritise purchasing from Local Suppliers or offers which maximise Local Content.

Local Content is to be assessed as a key criterion in all Evaluation Plans and Council must seek to maximise Local Content by:

- advertising on Council's website and by other means considered appropriate for any procurements; and
- encouraging the use of Local Suppliers by Suppliers whenever goods or services are sourced from outside of the Muswellbrook Shire Council Local Government Area.

Offers submitted to Council must be sufficiently detailed to enable Council to assess Local Supplier status or the level of included Local Content.

A minimum non-price weighting of 5% will be applied for Local Content in any procurement requiring an Evaluation Plan.

Any Supplier who is deemed to be a Local Supplier will be awarded the maximum score for this criterion. In assessing offers, Council must be reasonably satisfied as to Local Supplier status or the level of Local Content in accordance with the weighting guidelines.

5.1.8 Buy Australian

Where appropriate, and to the extent permissible by law, Council will support Australian Businesses and Suppliers who manufacture in Australia.

Council staff must, where feasible, identify options for procuring Australian Made Products, and goods from Australian Businesses. Council staff must, where feasible, encourage Suppliers to utilise products from Australian Businesses and Suppliers who manufacture in Australia in provision of services to Council.

5.2 Procurement conduct

Council must ensure that procurement, disposal and contract management practices comply with all relevant legislative requirements and ethical guidelines in order to achieve probity, fairness and transparency throughout the procurement process.

5.2.1 Conduct of Council staff

All procurement activities must be undertaken with integrity and in a manner that will withstand the closest scrutiny and procedural compliance. Council staff must conduct all procurement in a manner that is ethical and in accordance with Council's Code of Conduct, the Statement of Business Ethics, this Policy and associated procedures and all relevant legislation.

Council staff must at all times:

- demonstrate utmost professionalism, honesty and fairness in all dealings with current or potential Suppliers;
- maintain business relationships in good faith, based on open and effective communication, respect and trust, and adopt a non-adversarial approach to dispute resolution;
- be accountable and transparent in all procurement processes by disclosing the assessment criteria to Suppliers and providing feedback at the end of the procurement process, when requested and to the extent permitted by law;
- declare any actual, potential or perceived pecuniary or non-pecuniary conflicts of interest in accordance with the Code of Conduct to ensure impartiality;
- maintain confidentiality of commercial in confidence information provided by Suppliers except in relation to disclosures required by law, such as, but not limited to, disclosures required by the *Government Information (Public Access) Act 2009 (NSW)*; and
- ensure all procurement decisions are made in accordance with this Policy, the *Procurement Procedure* and associated documentation.

5.2.2 Promotions and incentives

The offering or acceptance of promotional goods, rewards, benefits or any other form of incentive in relation to any procurement is strictly prohibited. Refer to Council's *Gifts, Bribes & Benefits Policy*.

5.2.3 Supporting competition

Council recognises the need to allow Suppliers the opportunity to fairly compete for Council business and, as such, Council has set parameters around the number and nature of quotes that Council is to obtain at various price levels.

Council staff must ensure equal dealings with Suppliers and refrain from engaging in practices that aim to give a party an improper advantage over another or could be perceived as anticompetitive.

5.2.4 Splitting of orders

Council staff are prohibited from splitting orders for the purposes of acquiring goods or services above their delegated financial and procurement levels or to avoid the necessity to obtain quotes or call for tenders. An order will be considered to be split where the goods, works or services across each order are:

- similar in scope or would usually be able to be completed by the same type of Supplier at the same time;
- requested by Council within close time proximity of each other and Council staff were aware or should have been aware of the upcoming requirement; and
- not required to be received or completed immediately due to a safety concern.

The reasonable person test should be applied when assessing if an order is to be considered to have been split.

5.2.5 Responsible financial management and allocation of funds

Council staff must ensure that Council funds to be used for procurement are used:

- efficiently;
- so as to obtain maximum benefit for Council and the community from the procurement; and
- without compromising the principles detailed in this Policy.

With the exception of non-binding expressions of interest processes where detailed scope and cost information is unknown, Council staff must consider budgetary limitations and only seek to procure goods and services for which:

- sufficient funding is available within the properly designated and approved Council budget; and
- Council has a “firm intention to proceed”, substantiated by the availability of adequate funds prior to approaching the market.

For special projects, contribution works and grant works not specifically detailed in the Operational Plan, approval to procure is dependent upon all relevant funds being available and received or committed in writing by the funding body and accepted by Council.

5.2.6 Responsible record keeping

Council staff must ensure that a level of record keeping commensurate with the relevant transaction is maintained in accordance with the *Procurement Procedure*. In determining the appropriate level of records to maintain, consideration must be given to matters such as the price and degree of scrutiny the transaction is likely to attract. Such records may include all substantial communications between Council and the Supplier as well as minutes of all relevant meetings. Records of procurement must be kept and recorded in Council’s EDRMS.

5.2.7 In-house tendering

If a Council business unit lodges a tender as part of an open procurement process, the relevant Council Director must, prior to the commencement of the relevant tender process:

- separate and clearly define the roles of Council in undertaking the tender submission from those undertaking the tender preparation and assessment;

- ensure that separate chains of management decision-making and reporting for those involved are established; and
- ensure that the in-house tender will be treated as if it is an external tender.

5.2.8 Conduct of current or potential Suppliers

Council must discontinue all dealings with Suppliers who engage in unethical conduct. Council staff found not to be acting in accordance with this Policy will be subject to applicable disciplinary processes.

Canvassing of Councillors and/or Council staff (other than Council's nominated contract staff member specified for the tender process) at any stage of the procurement process is an unacceptable practice and will result in the applicant being disqualified from the procurement process.

5.3 Market Approach

Council may approach the market in a number of different ways, as outlined below. The Method of Procurement utilised by Council must be appropriate to the value, risk and complexity of the procurement.

5.3.1 Procurement Aggregator purchases

Where it represents best value for money to do so, Council must undertake its procurement processes through contracts established by Procurement Aggregators.

Where a Procurement Aggregator's contract is created through an open tender process, consideration must be given to factors such as price, value for money, quality and the Supplier's compliance with all relevant safety requirements and legislation.

5.3.2 Standing Offer purchases

Council will establish its own Standing Offer contracts with one Supplier or multiple Suppliers on a panel arrangement, where it identifies a need for reoccurring purchases of goods, and/or services, including construction, in order to obtain best pricing and streamline day-to-day purchasing activity whilst maintaining the required level of probity.

5.3.3 Spot Purchases

Council will engage the market for Spot Purchases in accordance with its Quotation Thresholds:

- for any goods, services or works for which a Standing Offer or Procurement Aggregator contract is not available or where such contract does not maximise value for money; or
- where the available Procurement Aggregator contracts do not include Local Suppliers; or
- where the complexity of the project warrants a standalone procurement process.

5.4 Purchase Orders

Subject to the exceptions detailed below:

- all purchases made by Council must be accompanied by a purchase order to allow for the obtaining of all relevant financial approvals;
- all relevant contracts must be executed prior to a purchase order being issued; and
- Suppliers must quote the Council provided purchase order number on all relevant invoices as a precondition to payment.

Notwithstanding the position above, a purchase order may not be required in relation to the following procurements:

- Purchases made using a Purchasing Card in accordance with Council's Corporate Card Policy;
- statutory payments;
- employee reimbursements;
- loans and investments;
- insurance renewals;
- water usage and/or rates charges; and
- refunds on overpayments on rate and/or water accounts.

For the avoidance of doubt, all purchases made in accordance with the Council's *Corporate Card Policy* must be made in accordance with the Procurement Principles and Quotation Thresholds outlined in this Policy.

5.5 Quotation thresholds

Quotations must, unless excluded in accordance with the below table, be called:

- by Council staff via Council's Sourcing Platform; and
- in accordance with the quotation thresholds detailed below (**Quotation Thresholds**):

Estimated value of goods or services exclusive of GST	Minimum requirements
\$0 to \$2,000	Minimum of one (1) verbal or written quotation.
\$2,001 to \$10,000	Minimum of two (2) written quotations.
\$10,001 to \$50,000	Minimum of three (3) quotations obtained via the Sourcing Platform.
\$50,001 to \$150,000	1. Creation of Evaluation Plan; and 2. Minimum of three (3) written quotations obtained via the Sourcing Platform OR expressions of interest process and three (3) quotations obtained via the Sourcing Platform.
\$150,001 to \$224,999	1. Creation of Procurement and Evaluation Plans; and 2. Minimum of three (3) written quotations obtained via the Sourcing Platform OR expressions of interest process and three (3) quotations obtained via the Sourcing Platform.
\$225,000 and above (Tendering Threshold)	Tender process in accordance with legislation or Procurement Aggregator purchase. Process to be administered by the Procurement Department. All purchases exceeding the Tendering Threshold are reported to the Elected Body for resolution, except where determination has been delegated to the General Manager.

5.5.1 Outsourcing of Council services

For any services currently provided by Council staff, the legislated tender threshold is \$150,000 including GST.

Should any procurement effect a change in organisational structure or directly require a change in position descriptions to remove services, it will be deemed to currently be provided by Council staff.

5.5.2 Emergency procurement

Contracts made under extenuating circumstances in an emergency are exempt from tendering under Section 55(3)(k) of the LG Act, irrespective of value. Any purchase classified as emergency procurement under this Clause must be authorised by the General Manager. Any emergency procurement in exceeding the Tendering Threshold must be reported to Elected Body as soon as reasonably possible.

5.5.3 Disaster recovery procurement

Pursuant to regulation 170A of the *Local Government (General) Regulation 2021 (NSW)*, Council is not required to conduct a tender process prior to entering into a contract with a value of less than \$500,000 including GST, where the contract is:

- primarily for the purpose of responding to or recovery from a declared Natural Disaster (as defined in the *Local Government (General) Regulation 2021 (NSW)*); and
- entered into within 12 months after the date on which the Natural Disaster is declared,

however, any such purchases must be documented on a procurement process exemption form, reviewed by the General Manager, signed off by the Mayor in accordance with section 226 of the LG Act and reported to the Elected Body as soon as reasonably possible.

5.5.4 Exemption process

In case of non-conformance with procurement process requirements including the ability to obtain the required number of quotations in accordance with the Quotation Threshold:

- the reason must be documented on a procurement exemption form; and
- any such form must thereafter be reviewed by the person with the appropriate Financial Delegation of Authority, except where the requestor themselves holds the appropriate Financial Delegation of Authority, in which case the exemption must be reviewed and approved by the requestor's manager to ensure that probity and secondary oversight are maintained.

5.6 Contract management principles

To facilitate effective management of contracts, Council staff will abide by the following principles:

5.6.1 Utilisation of appropriate contract terms

Council maintains the Procurement Contract Suite to mitigate risk associated with entering contracts on unfavourable terms. Any material amendment to a template contract or utilisation of non-standard contract terms must be undergo legal review and be signed off by the relevant Director prior to execution.

5.6.2 Establishment of contract governance processes

Council must implement appropriate contract governance structures commensurate to the value, complexity and risk rating of the contract.

5.6.3 Clear definition and communication of key contract outcomes

Council staff will take reasonable steps to ensure all parties have been fully made aware of their obligations in performance of contracts for Council. This extends to ensuring involvement of the contract manager at procurement stage to ensure key contract outcomes are understood.

5.6.4 Proactive variation and change management

Council is committed to proactively managing its Suppliers to ensure that maximum benefits are achieved, and variations are minimised. Council staff must ensure proactive communication is maintained with Suppliers in alignment with the complexity and risk level of the contract.

Council staff will use reasonable endeavours to anticipate areas of contract risk and addressing requirements for change management with Suppliers.

5.6.5 Measure contract performance and drive continuous improvement

Council is committed to driving best value outcomes and continuous improvement in delivery of services and encourages Suppliers to highlight opportunities for efficiencies or innovation. To ensure a high standard of quality is maintained, Council retains records on Supplier performance, which may be consulted as a reference in future procurement processes. Suppliers will be afforded the opportunity to request feedback regarding their performance of the contract and key areas for improvement.

5.6.6 Modern slavery remediation

Council provides a reporting and remediation framework for modern slavery in the *Modern Slavery Policy*.

5.6.7 Contract lifecycle management

The Procurement Function will support Council staff to manage end of contract transitions proactively to ensure continuity of service.

5.7 Disposal of assets

Where the disposal of Council assets is expected to yield a return, the disposal process must be conducted in a manner that ensures competitiveness and utmost transparency.

For disposal of fleet and plant, bids for the asset must be obtained from Suppliers such as auction houses in accordance with the Quotation Thresholds, except where the relevant asset is traded in on a replacement.

Where the asset in question is real estate, the appropriate disposal method will be assessed and planned in accordance with market conditions and any such disposal must be conducted in consultation with the Procurement Department, except where the disposal process is specified in another Council policy.

6. Application of the policy

This Policy is binding on all Council staff, Suppliers, contractors and consultants working on behalf Council and such people may only authorise procurements within the limit of their Financial Delegation

of Authority. Any inconsistency between this Policy and other Council Policies will be referred to the General Manager for determination.

6.1 Key responsibilities

At all times when undertaking any procurement activity, all Council staff must:

- be fully aware and comply with the terms of this Policy; and
- act only within the limits of their Financial Delegation of Authority.

6.1.1 Elected Body

The Elected Body must:

- ensure a Council-wide understanding of and compliance with this Policy and associated procedures when making procurement decisions;
- resolve all tenders called by Council with a value of more than \$225,000 excluding GST; and
- resolve all tenders called by Council with a value of more than \$150,000 including GST where the services are currently being provided by Council staff.

6.1.2 General Manager

The General Manager must:

- lead Council Staff in their understanding of and compliance with this Policy and associated procedures;
- ensure adequate resourcing to develop, implement and review this Policy and associated procedures;
- review and approve procedures related to this Policy;
- take appropriate action in response to instances of non-compliance with this Policy, relevant guidelines or legislation;
- lead all investigations related to allegations of fraud and corruption, maladministration and serious or substantial waste;
- report any reasonably suspected Corrupt Conduct (as defined in the *Independent Commission Against Corruption Act 1988 (NSW)*) to the Independent Commission Against Corruption;
- participate in Project Governance Group meetings for high risk and/or value projects; and
- execute contracts as resolved and/or delegated by Council.

6.1.3 Directors and managers

Council directors and managers must:

- ensure that all procurement undertaken by their business unit complies with this Policy and associated procedures;
- monitor and ensure that Council's project officers have relevant training and skills and are suitably qualified to undertake all relevant procurement and contract management activities;
- when requested, partake in the assessment of tenders as part of the evaluation panel;

- if requested by the General Manager, partake in Project Governance Group meetings for high risk and/or value projects; and
- execute contracts in accordance with the Financial Delegation of Authority.

6.1.4 Procurement Department

The Procurement Department must:

- review Council's Procurement Framework and the Procurement Contract Suite to ensure their alignment with best practice and legislation;
- develop, facilitate and implement procurement training within Council;
- facilitate tender processes called by Council, including delegation for tender opening;
- lead negotiations with Suppliers for strategic contracts;
- provide advice on how to manage contracts and Supplier relationships;
- report any identified non-compliance with this Policy to the General Manager;
- maintain Council's GIPA and procurement conflict of interest registers;
- manage and administer Procurement Software systems;
- provide subject matter expertise to Council staff when requested; and
- conduct annual process efficiency audits to be reported to the Director Leadership Group (DLG).

6.1.5 Finance Department

The Finance Department must:

- oversee purchase orders raised for procurements, including undertaking compliance checks where appropriate;
- facilitate financial pre-approval of Suppliers;
- facilitate payments; and
- administer contract securities.

6.1.6 Manager Governance and Risk

The Manager Governance and Risk must:

- Facilitate periodic audits of Council's business units including their procurement activities; and
- report all findings to the Audit Risk and Improvement Committee (ARIC).

6.1.7 Legal Counsel

Council's legal counsel must:

- provide specialist advice as and when requested; and
- undertake reviews or facilitate external review of contracts which differ from the Procurement Contract Suite.

6.1.8 WHS Advisors

Council's WHS Advisor(s) must:

- provide guidance to staff on suitability of Suppliers from a WHS perspective;
- partake in evaluations of Tenders to assess WHS capability;
- facilitate Supplier pre-qualifications and inductions; and
- provide guidance to Council staff on how to manage Suppliers' WHS performance.

6.1.9 Council officers

Council officers must:

- conduct procurement processes in accordance with this Policy;
- partake in assessments of Quotations and Tenders when requested;
- manage contracts with Suppliers in accordance with this Policy and the Contract Management Procedure;
- assess Supplier performance upon conclusion of the contract to be retained as internal Supplier reference; and
- report any suspected or actual breaches of this Policy to the Procurement Department.

6.1.10 Suppliers

Suppliers are expected to:

- conduct business with Council in accordance with the Supplier Code of Conduct;
- comply with Council's WHS policy and other relevant work health and safety requirements;
- use its best endeavours to prevent contract variations where possible; and
- promptly provide any information reasonably required by Council to comply with its legislative obligations.

7. Compliance and references

In all of its procurement activities, Council must comply with all applicable legislation, guidelines and Council policies, procedures and related documents including, but not limited to:

- legislation and guidelines:
 - Australian Consumer Law;
 - Government Information (Public Access) Act 2009 (NSW);
 - Local Government (General) Regulations 2021 (NSW);
 - Local Government Act 1993 (NSW);
 - NSW Government – Code of Practice for Procurement 2005;
 - Public Interest Disclosures Act 2022 (NSW);
 - Waste Avoidance and Resource Recovery Act 2001 (NSW);
 - WHS Work Health and Safety Act 2011;
 - Work Health and Safety Regulation 2017;
 - National Completion Guidelines; and

- all relevant procurement and Tendering guidelines adopted by the Chief Executive of the Office of Local Government from time-to-time.
- Council policies, procedures and codes:
 - Statement of Business Ethics MSC24E;
 - Contract Management Procedure MSC02P;
 - Contractor Management Procedure MSC04P;
 - Corporate Card Policy MSC28E;
 - Disciplinary Procedures MSC06I-2
 - Financial Delegations of Authority Register;
 - Gifts, Bribes & Benefits Policy MSC070E;
 - Code of Conduct MSC34E;
 - Modern Slavery Policy MSC076E;
 - Motor Vehicle Fleet Policy MSC01I;
 - Procurement Procedure MSC01P;
 - Public Interest Disclosure Policy MSC16E
 - Records Management Policy MSC07E;
 - WHS Policy MSC059I.

8. Specific Disclosure

Suppliers, tenderers and contractors should be aware that they:

- may be subject to public scrutiny by bodies such as the Independent Commission Against Corruption (ICAC); and
- may be afforded protections under the *Public Interest Disclosures Act 2022* (Cth).

9. Review

This Policy must be reviewed by the Procurement Department and submitted to Council for resolution:

- within twelve (12) months after the date of the election of a new Council;
- every four (4) years;
- should organisational structure change affect the key responsibilities; and
- as required by legislative changes which affect this Policy.

Version History

The below table identifies authors who have reviewed this Policy and the date that this Policy became effective.

Version no.	Date changed	Modified by	Amendments/previous adoption details
1	8/11/2016	Manager of Corporate Services	
2	11/9/2018	Manager of Corporate Services	Authorised by Council – minute no 95
3	19/04/2021	Manager of Corporate Services	Adopted by MANEX on 19/04/2021. Report item 5.3
3	01/06/2023	Contracts & Procurement Officer	Draft policy on public exhibition 30/06/2023-28/07/2023.
4	14/08/2023	Contracts & Procurement Officer	Amendments to draft policy for second round public exhibition. Draft policy on public exhibition 17/08/23-14/09/23. Adopted by Council 26 September 2023, minute number 112.
5	20/03/2025	Coordinator Procurement & Contracts	Revised version for new Council term 2024-2028.

**10.2.7. Draft Investment (Financial Securities) Policy for Public Exhibition**

Responsible Officer:	General Manager
Author:	Financial Controller
Community Strategic Plan:	6 - <i>Community Leadership</i> Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community
Delivery Program Goal:	6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.
Operational Plan Action:	6.2.1.1 - Provide transparent reporting to the community about Council's finances.
Attachments:	1. DRAFT Investment Financial Securities Policy MSC14E [10.2.7.1 - 18 pages]

PURPOSE

To request Council's endorsement to place the attached *Draft Investment (Financial Securities) Policy* on public exhibition as notice of intention to adopt.

OFFICER'S RECOMMENDATION

1. Council endorses the *Draft Investment (Financial Securities) Policy* for placement on public exhibition via Council's website for a period of 28 days.
2. If no submissions are received in relation to the *Draft Investment (Financial Securities) Policy* during the public exhibition period, then Council resolves to adopt the *Investment (Financial Securities) Policy* on the day following the conclusion of the exhibition period.
3. If submissions are received in relation to the *Draft Investment (Financial Securities) Policy* during the public exhibition period, then a further report will be submitted to Council for consideration of submissions received during the exhibition period.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

A review of the *Investment (Financial Securities) Policy* has been undertaken with minimal amendments that include legislation updates and formatting. All amendments are shown as tracked changes in attachment 1. The draft policy has been endorsed by the Management Leadership Group for submission to Council for public exhibition.

PREVIOUS RESOLUTIONS

The *Investment (Financial Securities) Policy* was previously adopted by Council on 5 April 2022.

BACKGROUND

The *Investment (Financial Securities) Policy* (the Policy) establishes the framework within which Council's cash and investment portfolio will be managed, monitored, and reported on. The policy was established in compliance with section 625 of the *Local Government Act 1993* and



provides guidance for the investment of Council's funds, with consideration given to the following primary objectives:

- Preservation of capital. Preservation of capital is the principal objective of the investment portfolio. Investments are to be placed in a manner that seeks to safeguard Council's cash and investments portfolio. This includes managing credit and interest rate risk within identified thresholds and parameters.
- Maximise investment returns within Council's risk appetite as outlined within the policy. Investments are expected to achieve a market average rate of return in line with Council's risk tolerance.
- Manage Council's cash resources to ensure sufficient liquidity to meet Council's business objectives over the short, medium, and long term.

The Policy was last adopted by Council on 5 April 2022, and is one of Council's key financial policies that are required to be reviewed and readopted within the first 12 months of the term of each new Council.

CONSULTATION

Chief Financial Officer

Financial Controller

Business Improvement Officers

Management Leadership Group

REPORT

A review of the *Investment (Financial Securities) Policy* has been undertaken with minimal amendments that include legislation updates and formatting. All amendments are shown as tracked changes in attachment 1.

On 26 March 2025, Council's Management Leadership Group endorsed the draft policy to be submitted to Council for Public Exhibition.

FINANCIAL CONSIDERATIONS

Ongoing Operational and Maintenance Costs Implications Associated with Capital Project

1. Financial Implications – Capital

Nil.

2. Financial Implications – Operational

Nil.

POLICY IMPLICATIONS

The policy was reviewed in line with Council's Policy Management Framework.

STATUTORY / LEGISLATIVE IMPLICATIONS

Local Government (General) Regulation 2021 - Clause 212

Local Government Act 1993 (particularly section 625)

NSW Local Government Code of Accounting Practice and Financial Reporting

Minister's Investment Order (gazetted)

The Trustee Amended (Discretionary Investments) Act 1997 - Sections 14A(2), 14C(1) and (2)



RISK MANAGEMENT IMPLICATIONS

The policy reinforces Council's ongoing commitment to maintaining a conservative risk and return portfolio, an important component of its ongoing prudent financial management practices.

Council's risk profile in relation to investing surplus funds is to be relatively prudent, conservative, and risk averse. The profile will be achieved by effectively managing within the investment portfolio:

- the diversity of the investments; and
- the creditworthiness of the investments.

COMMUNITY CONSULTATION / COMMUNICATIONS

Public exhibition of 28 days via Council's website will provide the community with an opportunity to make submissions.



DRAFT Investment (Financial Securities) Policy

MSC14E

Adopted by Council:

Date: 05/04/2022

Minute No. 279

Authorisation Details

Authorised by:		Internal/External:	External
Date:		Minute No:	
Review timeframe:	Earliest of Alteration of relevant Ministerial Investment Order, or within the first 12 months of the term of each new Council		
Review due date:			
Department:	Finance		
Document Owner:	Chief Financial Officer		
Community Strategic Plan Goal	6. Collaborative and responsive community leadership that meets the expectations and anticipates the needs of the community		
Community Strategic Plan Strategy	6.2 Ensure Council is well managed, appropriately resourced, effective, efficient, accountable, and responsive to its communities and stakeholders		
Delivery Program activity	6.2.1 Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves		

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1. Introduction

The Investment Policy establishes the framework within which Council's cash and investment portfolio will be managed, monitored, and reported on. This policy has been established in compliance with section 625 of the *Local Government Act 1993* and provides guidance for the investment of Council's funds, with consideration given to the following primary objectives:

- Preservation of capital. Preservation of capital is the principal objective of the investment portfolio. Investments are to be placed in a manner that seeks to safeguard Council's cash and investments portfolio. This includes managing credit and interest rate risk within identified thresholds and parameters.
- Maximise investment returns within Council's risk appetite as outlined within this policy. Investments are expected to achieve a market average rate of return in line with Council's risk tolerance.
- Manage Council's cash resources to ensure sufficient liquidity to meet Council's business objectives over the short, medium, and long term.

The policy reinforces Council's ongoing commitment to maintain a conservative risk and return portfolio, an important component of its ongoing prudent financial management practices.

For clarity, this policy does not apply to investments made by the Future Fund that operates under the Future Fund Policy, Operational Plan and Budget.

2. Policy Statement and Scope

2.1 Funds for Investment

Investments are maintained to meet specified business needs, including:

- Strategic purposes consistent with Council's long-term strategic plan.
- Holding short-term investments for working capital requirements.
- Holding investments that are necessary to carry out Council operations consistent with annual long-term plans.

2.2 Legislative Authority for Investments

All investments are to be made in accordance with:

- Australian Accounting Standards
- NSW Office of Local Government Investment Circulars
- NSW Office of Local Government Investment Policy Guidelines
- Local Government (General) Regulation 2005~~21~~ - Clause 212
- Local Government Act 1993 (particularly section 625)
- NSW Local Government Code of Accounting Practice and Financial Reporting
- Minister's Investment Order (gazetted)
- The Trustee Amended (Discretionary Investments) Act 1997 - Sections 14A(2), 14C(1) and (2)

2.3 Investment Governance

The following internal control practices are in place to ensure adequate governance and allow transparent and clear performance measurement for the management of Council's cash and investment portfolio:

- Financial planning and cash flow management
- Delegated authorities and investment approval
- Measurement of investment performance
- Performance benchmarks
- Reporting and review
- Audit oversight

2.4 Delegation of Authority

Authority for the implementation of the Investment Policy is delegated by Council to the General Manager in accordance with the *Local Government Act 1993*.

The General Manager (GM) has delegated the day-to-day management of Council's investment portfolio, including authority to invest surplus funds as follows:

- Chief Financial Officer (CFO)
- Other senior financial officers who have the requisite skills to undertake investment functions (as per the Delegations Register)

Officers with delegated authority are required to acknowledge they have received a copy of this policy and understand their obligations in this role.

2.5 Prudent Person Standard

The investment portfolio will be managed with the care, diligence, and skill that a prudent person would exercise. As trustees of public monies, officers are to manage Council's investment portfolio to safeguard the portfolio in accordance with the spirit of this Investment Policy, and not for speculative purposes.

2.6 Ethics and Conflicts of Interest

Officers shall refrain from personal activities that would conflict with the proper execution and management of Council's investment portfolio. Any potential conflicts of interest should be appropriately disclosed in accordance with Council's Code of Conduct.

Independent advisors are also to declare that they have no actual or perceived conflicts of interest and receive no inducements in relation to Council's investments.

2.7 Approved Investments

Current investment regulations require Councils to invest with either the NSW Treasury Corporation (NSW TCorp) or Approved Deposit-taking Institutions (ADI) such as Australian banks or branches of foreign owned banks, credit unions and/or building societies as it acknowledges the additional assurance that arises from their regulation by the Australian Prudential Regulation Authority (APRA).

Investments are limited to those allowed by any current Ministerial Investment Order that has been issued by the NSW Minister for Local Government.

2.8 Prohibited Investments

In accordance with any current Ministerial Investment Order, this Investment Policy prohibits but is not limited to any investment carried out for speculative purposes, including:

- Derivative based instruments
- Collateralised Debt Obligations (CDO's)
- Principal only investments or securities that provide potentially ~~nil~~zero or negative cash flow
- Standalone securities issued that have underlying futures, options, forward contracts, and swaps of any kind.

This policy also prohibits the use of leveraging (borrowing to invest) of an investment.

2.9 Local Economic Benefit

Council will ~~give consideration to~~consider investment products from institutions that provide a direct economic benefit to the Muswellbrook Shire community. This may include:

- Institutions that operate a retail branch in the Shire
- Institutions specifically established for the purpose of investing in the local area such as local credit unions

This is conditional upon the Council complying with its other obligations under this policy and the achievement of comparable investment security and rates of return. Any such consideration will be in line with the Council's obligations under legislation and its purchasing policies and procedures.

2.10 Investment Advisor

In managing its investments Council may, from time to time, engage the services of an independent investment advisor, licensed by the Australian Securities and Investment Commission for the purpose of achieving the aims of this policy. Independence includes receiving no commissions or other benefits in relation to the investments being recommended or reviewed, except as fully rebated to Council, promptly.

The independent advisor will review and assess the market value of the investment portfolio on a monthly basis.

Council's investment advisor is required to provide written confirmation that they do not have any actual or potential conflicts of interest in relation to the investments they are recommending or reviewing, including that they are not receiving any commissions or other benefits from the product providers in relation to the investments being recommended or reviewed.

2.11 Mandatory Investment Criteria

2.11.1 Scope

Investments must comply with the legislative authorities as described in [section 2.2](#) the Legislative Authority for Investments paragraph of this policy.

2.11.2 Placing Investments

All new and renewal investments must be authorised by two (2) senior financial officers of Muswellbrook Shire Council one of which will be the Chief Financial Officer.

2.11.3 Currency

Investments must be denominated in Australian Dollars.

2.11.4 Ownership

Investments must be held in Muswellbrook Shire Council name.

2.11.5 Term / Maturity

The term to maturity of investments may not exceed the periods shown below:

Investment	Maximum term
Fixed Rate Term Deposits	5 years
Floating Rate Notes (FRNs)	5.5 years
Other Investments	10 years

2.11.6 Risk Management Framework

Council's risk profile in relation to investing surplus funds is to be relatively prudent, conservative and risk averse. The profile will be achieved by effectively managing within the investment portfolio:

- The diversity of the investments
- The creditworthiness of the investments

Diversity is achieved by placing limits on the maximum exposure Council may have to individual funds or financial institutions and individual credit rating bands.

Creditworthiness of investments is primarily determined using industry standard credit ratings.

Investments are to comply with three key risk management criteria:

- Overall Portfolio Credit Framework: limit overall credit exposure of the portfolio
- Institutional Credit Framework: limit exposure to individual institutions based on their rating
- Term to Maturity Framework: limits based on maturity of securities

a) Overall Portfolio Credit Framework

To control the credit quality of the entire portfolio, the following credit framework limits the percentage of the total portfolio exposed to particular credit rating categories.

Credit rating agencies apply short-term ratings to investments with 12 months or less to maturity and long-term ratings to those with greater than 12 months to maturity.

Short-term credit rating	Long-term credit rating	Overall portfolio exposure (as a % of Total Portfolio)
A-1+	AAA	100%
A-1	AA	100%
A-2	A	70%
A-3	BBB	60%
Unrated	Unrated	10%
NSW Treasury Corp Deposits		100%
TCorp IM Funds (allowable under the Ministerial Order)		25%

- Credit ratings apply to both products and institutions. This policy requires the rating applicable to the institution responsible for the product (e.g. guarantor) to be taken as the relevant rating given this represents the underlying risk to Council.
- Credit risk investment parameters are based on credit rating bands as published by the credit rating agencies (e.g. S&P, Moody's, Fitch). If an investment is rated by more than one ratings agency, the credit rating to be used will be based on the order of S&P, Moody's and then Fitch. In the event of disagreement between agencies as to the rating band ("split ratings") Council shall use the higher in assessing compliance with portfolio policy limits, but for conservatism shall apply the lower in assessing new purchases.
- Where the principal amount and accrued interest of any investment with a financial institution are directly guaranteed by the Australian Federal Government for full repayment, the exposure of the total portfolio to credit ratings lower than AAA may be exceeded, provided that the excess amount comprises only guaranteed investments. As a result, investments directly guaranteed by the Australian Federal Government may comprise the total investment portfolio. Management should ensure that any excess of investments over the parameters specified in the table above that is comprised of Australian Federal Government guaranteed investments can be managed back to within the specified parameter levels prior to the expiration of any such guarantee.

b) Institutional Credit Framework

Council's exposure to an individual institution will be restricted by their credit rating so that single entity exposure is limited.

Where Council has short-term and long-term holdings with the same institution, the limit associated to the institution's long-term rating will be used.

Short-term credit rating	Long-term credit rating	Individual institution exposure (as a % of Total Portfolio)
A-1+	AAA	30%
A-1	AA	30%
A-2	A	20%
A-3	BBB	10%
Unrated	Unrated	5%
NSW Treasury Corp Deposits		100%
NSW TCorp IM Funds (allowable under the Ministerial Order)		25%

- Credit ratings apply to both products and institutions. This policy requires the rating applicable to the institution responsible for the product (e.g. guarantor) to be taken as the relevant rating given this represents the underlying risk to Council.
- Credit risk investment parameters are based on credit rating bands as published by the credit rating agencies (e.g. S&P, Moody's, Fitch). If an investment is rated by more than one ratings agency, the credit rating to be used will be based on the order of S&P, Moody's and then Fitch. In the event of disagreement between agencies as to the rating band ("split ratings") Council shall use the higher in assessing compliance with portfolio policy limits, but for conservatism shall apply the lower in assessing new purchases.
- Where the principal amount and accrued interest of any investment with a financial institution are directly guaranteed by the Australian Federal Government for full repayment, the exposure to individual institutions may exceed the stated limits provided that the excess amount comprises only guaranteed investments.

c) Term to Maturity Framework

The term to maturity framework specifies the maximum amounts or percentages of Council's total investment portfolio that can be held within the various investment maturity bands.

Maximum thresholds are set to control the proportion of the total portfolio that can be invested into longer term investments to ensure that Council has adequate access to short and medium term liquidity to satisfy its business objectives. The maximum thresholds reduce as the maturity horizon extends further into the future.

	< 1 Year	1 to 3 Years	3 to 5 Years	> 5 Years
Maximum % of Total Portfolio	100%	70%	40%	10%

Minimum thresholds are set to ensure that there will always be an adequate amount of liquidity available for ongoing working capital purposes. Remaining funds are invested across the various investment horizons, seeking the best relative value at the time of investment.

< 1 Year	
Minimum % of Total Portfolio	40%

2.11.7 Breaches of Criteria

This policy imposes limits and thresholds in relation to the acquisition and holding of investments. However, situations may occur where inadvertent breaches of these limitations or thresholds arise, other than from the acquisition of investments. For example:

- Amendments to regulatory directives or legislation
- Changes in the total value or amount of Council's investment portfolio which consequently changes any of the threshold limits so that they no longer meet the portfolio liquidity parameters

If the credit ratings of any of Council's investments are downgraded to an extent that they no longer fall within the investment policy limits, they will be divested as soon as practicable having regard to potential losses resulting from early redemption and subject to minimising any loss of capital that may arise from compliance with this provision.

Those limitations or thresholds breached due to amendments to regulatory directives or legislation, the investment portfolio must be managed in accordance with the respective amendments. Where the amendments enable retention and grandfathering of existing investments, Council may continue to actively manage those investments within the portfolio in accordance with all other regulations and policies applicable to such investments. This includes a strategy of holding or divesting such investments in accordance with regular investment considerations.

Where limitations or thresholds are breached due to a change in the overall size of the total investment portfolio, the following process will apply:

- An immediate freeze is imposed on the acquisition of new investments in the relevant category until the portfolio can be effectively managed back to accord with the requirements of this policy
- The relevant category of investments must be managed back in accord with the policy limits within a period that ~~takes into account~~ considers any adversity created by market liquidity, current valuations of these investments and the risks of default.

The immediate forced sale of the investments in breach of the limits or thresholds will not be required.

2.12 Investments in Financial Institutions which Support the Fossil Fuel Industry

Subject to consideration of the Risk Management Guidelines in this policy, preference is to be given to financial institutions that publicly state that they do not invest in or finance the fossil fuel industry if:

- The investment is compliant with Council's Investment Policy, and
- The investment rate of interest is equivalent to or more favourable to Council relative to other similar investments that may be on offer to Council at the time of the investment.

2.13 Measurement of Investment Performance

Investment performance includes both interest returns and any change in the underlying capital value of the investments.

Interim fluctuations of capital value are excluded from the monthly measurement of investment performance on the basis that:

- Investments are mainly acquired with the intention of holding them through to maturity, although some liquid assets may be sold prior to maturity should it be to the benefit of Council
- Cash liquidity requirements are structured and managed to ensure that Council is not in a financial position that will require a forced sale of these assets

Notwithstanding the above, changes in capital value are important and the monthly investment report will therefore provide Council with indicative market valuations of each investment. ~~In the event that~~ if the capital value of any investment becomes impaired, or a capital gain or loss is ~~actually realised~~ (through disposal), the gain or loss of value will be recognised within that month's financial accounts.

Investment performance will be measured monthly against the chosen benchmarks in relation to both current month and 12-month rolling returns.

The CFO will approve the use of independently determined benchmarks. Where Council changes independently determined benchmarks, monthly reports for the month of change and the next five months thereafter shall contain reporting of investment returns against benchmark for both the following:

- The benchmark that is being replaced, and
- The new benchmark backdated on a twelve-month basis.
- Council currently uses two performance benchmarks:
 - Bloomberg AusBond Bank Bill Index (formerly known as UBSA Bank Bill Index) – the Bank Bill Index represents the performance of a notional rolling parcel of bills averaging 45 days and is the widely used benchmark for local councils and other institutional cash investments
 - 30-day Bank Bill Rate - provides a fair indicator of the risk-free rate of return so that Council can understand the return that has been earned from diversifying its investment portfolio and accepting conservative levels of risk

2.14 Reporting and Review

Council will maintain a separate record of money it has invested under section 625 of the *Local Government Act 1993*, in accordance with the criteria defined by the *Local Government Code of Accounting Practice and Financial Reporting*.

All investments are to be appropriately recorded in Council's financial records and reconciled at least ~~on a monthly basis~~ monthly.

Pursuant to the *Local Government (General) Regulation 2005* ~~21~~ (clause 212), the CFO will provide a monthly report to Council on investments. The monthly report to Council will detail the investment portfolio in terms of performance and rate of return on the overall portfolio for the period and will detail

the purchase price, face value, current (market) value, credit rating and coupon / yield for each individual investment.

For audit purposes, the FM will obtain certificates from the banks or fund managers confirming the amounts of investment held on Council's behalf at 30 June each year.

The Investment Policy will be reviewed at least once a year or as required in the event of legislative changes.

References Legislation and Guidelines

Laws and standards	Australian Accounting Standards
	NSW Office of Local Government – Local Government Code of Accounting Practice & Financial Reporting
	NSW Office of Local Government Investment Circulars
	Office of Local Government Investment Policy Guidelines
	Local Government (General) Regulation 2005
	Local Government Act 1993
	Minister’s Investment Order (gazetted)
	The Trustee Amended (Discretionary Investments) Act 1997 – Sections 14A(2), 14C(1) & (2)
Policies and procedures	Code of Conduct
	Financial Management
	Procurement of Assets and Services
	Disciplinary Policy & Procedures
	Protected Disclosures Internal Reporting System
	Fraud and Corruption Prevention

3. Definitions

Term	Meaning
Total investments	<p>Total investments comprise:</p> <ul style="list-style-type: none"> • Call accounts • Term deposits • Floating rate notes • Bonds with an active secondary market with government (including NSW T-Corp) and Authorised Deposit-taking Institutions (ADIs) <p>Investments also include grandfathered structured investments with other institutions as defined.</p>
Active investments	<p>Active investments are a part of total investments and comprise:</p> <ul style="list-style-type: none"> • Call accounts • Term deposits • Floating rate notes • Bonds with an active secondary market

Grandfathered investments	<p>Grandfathered investments are a part of total investments and comprise:</p> <ul style="list-style-type: none"> Investments where new investment activity is prohibited by regulation Other investments over which new investment activity is temporarily prohibited due to unintentional breaches of investment thresholds and limitations that arise due to changes in the level of unrelated investments within the portfolio, (the prohibition only remains as long as the breaches remain in place)
Impairment	The impairment of an investment represents the amount of the original cost of the investment that is not expected to be recovered at the investment's maturity date due to current adverse economic or investment conditions that impact on the investment's financial performance.
AusBond Bank Bill Index	The Bank Bill Index (BBI), formerly the UBS BBI, represents the performance of a notional rolling parcel of bills averaging 45 days, and is the widely used benchmark for local councils and other institutional cash investments.
Approved Deposit-taking Institution (ADI)	An institution that is authorised under the Banking Act 1959 to accept term deposits and conduct banking activities in accordance with that Act and under the prudential supervision of the Australian Prudential Regulation Authority (APRA).
Active secondary market	A market where investors purchase securities or assets from other investors, rather than from issuing companies themselves on an arm's length (independent) basis.
Benchmark rates	<p>Benchmark rates comprise:</p> <ul style="list-style-type: none"> Bloomberg AusBond Bank Bill Index - The Australian Bloomberg (formally UBSA) Bank Bill index is constructed as a benchmark to represent the performance of a passively managed short-term money market portfolio. It comprises thirteen Bank Bills of equal face value, each with a maturity seven days apart. The average term to maturity is approximately 45 days. A Bank Bill is a non-interest-bearing security issued by a bank whereby the bank takes on an obligation to pay an investor a fixed amount (face value) at a fixed future date. It is sold to an investor at a discount to the face value. Bank Bills are short-term money market investments with maturities usually between 30 days and 180 days. 30 Day Bank Bill Index - The Bank Bill Index is designed to measure the performance of the Australian short-term money market and consists of 13 weekly maturities out to varying dates. Interest rates applied to these maturities are interpolated from cash and Bank Bill Swap (BBSW) rates. BBSW rates are administered by the Australian Stock Exchange (ASX).
Call funds	Call funds are closely linked with investments but do not constitute investments. Call funds are used to meet immediate operational cash needs and may be retained in Council cheque accounts and call accounts at an ADI. Call funds

	must be accessible immediately or up to a maximum of 24 hours' notice within normal ADI operating hours.
Credit risk	The risk that an institution or a product the Council has invested in fails to pay the interest and/or repay the principal of an investment.
Market risk	The risk that the fair value or future cash flows of an investment will fluctuate due to changes in market prices.
Liquidity risk	The risk the Council is unable to redeem the investment at a fair price within a timely period.
Maturity risk	The risk relating to the length of term to maturity of the investment - the longer the term, the greater the length of exposure and risk to market volatilities.
Preservation of capital	The requirement for preventing losses in an investment portfolio's total value (considering the time value of money)
Diversification	Setting limits to the amounts invested with a particular financial institution or government authority to reduce credit risk.
Liquidity	Ensuring that funds are available in a timely manner to meet the Council's cash flow requirements without the unanticipated, and potentially disadvantageous, sale of investment products.

Schedule 1 - Investment Instrument Description

At call deposits

Cash invested on an overnight basis with an Australian Authorised Deposit-taking Institution (ADI). Funds can be recalled or re-invested prior to the bank's Real Time Gross Settlement cut-off each day.

Term Deposit

Interest bearing deposit held at an ADI for a specific contracted period. Term deposits are not tradeable in the market. They typically have a fixed rate for their life, but floating rate term deposits are also available. Prior to the introduction of Covered Bonds into the Australian market, in early 2012, term deposits ranked at the top of an ADI's capital structure.

Bank Bills and Negotiable Certificates of Deposits (NCDs)

Similar types of interest-bearing securities issued/accepted by ADIs, typically short dated. Unlike term deposits, these are tradeable in the market prior to maturity.

Floating Rate Note/Bond (FRN)

The FRN is a longer-term debt security issued for a fixed period of time but has a variable (floating) coupon on a monthly or quarterly basis. The coupon reflects current interest rates, which is determined as a margin over the BBSW rate set. FRN's appeal to investors who are reluctant to commit funds to fixed interest investments for longer periods in times of fluctuating interest rates. Typical issuers are banks, corporates, financial institutions, and securitised vehicles. Only Senior FRNs issued by an Australian Authorised Deposit Taking Institution such as a bank, credit union or building society are an eligible form of FRN investment.

Fixed Interest Securities (Bonds)

Securities issued by Commonwealth, State or corporate institutions that pay a fixed rate of interest (coupon) and mature at a fixed point in time. The interest (coupon) is paid at regular intervals (semi-annually, but can be paid monthly, quarterly, or annually). These securities are generally issued for a period of greater than one year.

NSW Treasury Corporation's Investment Management Funds:

The NSW Treasury Corporation Investment Management Funds (TCorp IM Funds) comprises a number of pooled managed funds options each set up as a unit trust. The current cash and fixed income options available through TCorp IM are the Cash Fund and the Short-Term Income Fund.

The Cash Fund is primarily a cash management tool allowing for same day access to funds whilst paying a slightly higher return than could be expected from a bank cash management account. This fund is designed as a high-volume transactional account for investors that deposit and redeem large tranches of funds at least weekly. The fund is designed for investments with time horizons ranging from overnight to 1.5 years.

The Short-Term Income Fund holds longer dated securities than the Cash Fund, consequently it has potential for more volatile month-to-month returns than its sister fund. The intended investment time horizon for the Strategic Cash Fund is 1½ to 3 years, making it an alternative to medium length term deposits.

Both funds will pay back the balance of the investment ~~generally within~~ within 24 to 72 hours.

Schedule 2 - Standard and Poor's Ratings descriptions

Credit Ratings

Standard & Poor's (S&P) is a professional organisation that provides analytical services. An S&P rating is an opinion of the general creditworthiness of an obligor with respect to ~~particular debt~~ security or other financial obligation — based on relevant risk factors.

Credit ratings are based, in varying degrees, on the following considerations:

- Likelihood of payment
- Nature and provisions of the obligation
- Protection afforded by, and relative position of, the obligation in the event of bankruptcy, reorganisation or other laws affecting creditors' rights

The issue rating definitions are expressed in terms of default risk.

Long-term Obligation Ratings are:

AAA: An obligation/obligor rated AAA has the highest rating assigned by S&P. The obligor's capacity to meet its financial commitment on the obligation is extremely strong.

AA: An obligation/obligor rated AA differs from the highest rated obligations only in a small degree. The obligor's capacity to meet its financial commitment on the obligations is very strong.

A: An obligation/obligor rated A is ~~some~~ ~~what~~ ~~more~~ ~~more~~ susceptible to the adverse effects of changes in circumstances and economic conditions than obligations/obligor in higher rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong.

BBB: An obligation/obligor rated BBB exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity to the obligor to meet its financial commitment on the obligation.

Plus (+) or Minus (-): The ratings from "AA" to "CCC" may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories.

CreditWatch highlights an emerging situation, which may materially affect the profile of a rated corporation and can be designed as positive, developing, or negative. Following a full review, the rating may either be affirmed or changed in the direction indicated.

A Rating Outlook assesses the potential direction of an issuer's long-term debt rating over the intermediate-to-long term. In determining a Rating Outlook, consideration is given to possible changes in the economic and/or fundamental business conditions. An outlook is not necessarily a precursor of a ratings change or future CreditWatch action. A "Rating Outlook – Positive" indicates that rating may be raised. "Negative" means a rating may be lowered. "Stable" indicates that ratings are not likely to change. "Developing" means ratings may be raised or lowered.

4. Dispute Resolution

The General Manager is the interpreter of this policy and shall be the sole arbiter in respect to the application of this Policy.

5. Related Documents

Legislation and Guidelines

Council makes all investments in accordance with

- Local Government Act 1993 - section 412 and 625
- Local Government Act 1993 – Prevailing Ministerial Investment Order
- The Trustee Amendment (Discretionary Investments) Act 1997 – sections 14A(2), 14C(1) and (2)
- Local Government (General) Regulation 2021 – Reg 212
- Department of Premier and Cabinet Division of Local Government – Investment Policy Guidelines – May 2010
- Local Government Code of Accounting Practice and Financial Reporting
- Australian Accounting Standards
- NSW Office of Local Government Investment Circulars

Policies and Procedures

- [Code of Conduct](#)
- [Financial Management](#)
- [Procurement of Assets and Services](#)
- [Disciplinary Policy & Procedures](#)
- [Protected Disclosures Internal Reporting System](#)
- [Fraud and Corruption Prevention](#)

4. Authorisation Details

Authorised by:	Council
Minute No:	279
Date:	05/04/2022
Review timeframe:	Earliest of Alteration of relevant Ministerial Investment Order, or within the first 12 months of the term of each new Council
Department:	Finance
Document Owner:	Chief Financial Officer

5.6. DetailsVersion History

Version No.	Date Changed	Policy type	Modified by	Amendments made
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Doc ID Record Number: [1283110 - DRAFT Investment (Financial Securities) Policy MSC14E]

Uncontrolled document when printed

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2	17/12/19	Council minute no 220	CFO	
3	05/04/22	External	CFO	Major rewrite. Adopted 05/04/22 minute number 279. Public Exhibition from 6/04/22 for 28 days 28 days (about 4 weeks) , no submissions received therefore adopted by Council on 05/04/22.
4	17/03/2025	External	Financial Controller	Review for new Council Term 2024-2028.

**10.2.8. 2025-2029 DRAFT Delivery Program**

Responsible Officer:	Director - Community & Economy
Author:	Manager Governance and Risk
Community Strategic Plan:	6 - <i>Community Leadership</i> Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community
Delivery Program Goal:	6.1.3 - Enhance Council's communication with the community to build awareness and understanding of Council's activities and community needs.
Operational Plan Action:	6.1.3.2 - Report on Council's Integrated Planning & Reporting (IP&R) requirements.
Attachments:	1. DRAFT - Delivery Program 2025 - 2029 [10.2.8.1 - 22 pages]

PURPOSE

To request Council's endorsement for the public exhibition of the DRAFT Delivery Program 2025 - 2029.

OFFICER'S RECOMMENDATION

1. Council endorses the DRAFT Delivery Program 2025 -2029 to be placed on public exhibition via Council's website for a period of 28 days.
2. Following the period of public exhibition, the DRAFT Delivery Program 2025-2029 be submitted to Council for adoption by 30 June 2025, including consideration of feedback and suggestions received through the period of public exhibition.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

To endorse the DRAFT Delivery Program 2025 – 2029 being placed on public exhibition for a period of 28 days and the plan be adopted by 30 June 2025.

PREVIOUS RESOLUTIONS

Not applicable.

BACKGROUND

Pursuant to section 404 of the *NSW Local Government Act 1993*, Council is required to have a program (called its delivery program) detailing the principal activities to be undertaken by Council to perform its functions (including implementing the strategies set out in the community strategic plan) within the resources available under the resourcing strategy.

Council must establish a new delivery program after each ordinary election of Councillors to cover the principal activities of Council for the 4-year period commencing 1 July following the local government election.



CONSULTATION

The community

Councillors

Directorate Leadership Group

REPORT

Council's DRAFT Delivery Program 2025- 2029 has been developed in consultation with Councillors and Council's Directorate Leadership Group.

Council's Integrated Planning and Reporting documents, including the DRAFT Delivery Program, require public exhibition of at least 28 days to allow sufficient time for community engagement and for Council to consider the community's feedback on the DRAFT Delivery Program prior to adoption.

FINANCIAL CONSIDERATIONS

To be identified in the long term financial and annual budgets.

POLICY IMPLICATIONS

Not applicable.

STATUTORY / LEGISLATIVE IMPLICATIONS

Consistent with requirements under section 402 of the NSW Local Government Act, 1993.

RISK MANAGEMENT IMPLICATIONS

As described in the DRAFT Delivery Program 2025-2029 and the DRAFT Resourcing Strategy.

COMMUNITY CONSULTATION / COMMUNICATIONS

Consultation aligns with the adopted Community Engagement and Participation Plan.

Delivery Program 2025-2029



muswellbrook.nsw.gov.au



Acknowledgement

Muswellbrook Shire Council respectfully acknowledges the local Aboriginal people who are the Traditional Owners and custodians of the land.

Our Community Our stories

Water Story

A retelling of Auntie Bev's (Bev, Beverley Van Vliet, nee Beale)

Water is the lifeblood of this country, the creeks, the rivers, springs, waterholes and swamps. It supplied many of the staples like fish, eels, muscies, tortoises, yabbies, watercress, bulbs, and tubers. The most significant water sources were marked and talked of in the stories and paintings of those who walked before.

The old people tell us this it has always been, without water there is no life.

Before she passed, Auntie Bev shared some of her early memories of living at the camp. At the mouth of muscle creek between the Hunter and the railway line. How her father and the other men would set a net across the mouth

of the creek and heard fish into it, they would keep enough to feed the camp that night and release the rest.

During the 55-flood water 9 or 10 foot deep, inundated the camp. I remember her smile and the sparkle in her eyes as she remembered the frogs. There were lots of frogs in those days, she and the other kids would catch some and hold frog races. Both the creek and river were clear back then. They'd swim and drink the water it made her sad that you no longer see eels or frogs there anymore.

Experts tell us that there is nothing wrong with the river or creeks she'd say, but if you want to know about river health, ask the frogs and fishes.

<https://wanaruahalc.wixsite.com/wanaruahalc/history-of-the-wanaruah-moh>

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Message from the Mayor



It's with great pride we present Muswellbrook Shire Council's Delivery Program 2025-2029.

The Delivery Program is the elected Council's commitment to the community on how it will achieve the community's vision, it is more than a document it is a roadmap shaped by our community for the community.

It reflects what we value, what we want to achieve and the practical steps we'll take to get there. Over the next four years, the Delivery Program sets the direction for how Council will deliver the services, infrastructure, projects and the opportunities that matter to you.

We're focused on making sure that Muswellbrook Shire remains a great place to live, work and raising a family.

We're delivering Council's core services like roads, waste and water. We are also looking ahead – supporting local jobs, attracting new industry, taking care of our natural assets, planning for growth and investing in the facilities and services that bring people together.

Our objectives are ambitious, but they're built on the solid ground of community values and good governance.

Whether you've lived here for generations or you've chosen our community, there is space for you in our Shire.

On behalf of my fellow Councillors, I thank you for your input, your ideas and your trust. We're looking forward to working with you to bring this vision to life.

Together we are building a future we're proud of.

Councillor Jeff Drayton
Mayor
Muswellbrook Shire Council

Message from the General Manager



Council is committed to delivering real outcomes for the people of Muswellbrook Shire.

You've told us you want reliable services, responsible growth and a Shire that remains a fantastic place to live, work and invest. The Delivery Program is the link between your Community Strategic Plan and Council's annual Operational Plans, the Delivery Program outlines how we'll turn ideas into actions – identifying what Council will do, how we'll resource it, and how we'll measure our success over the next four years.

The Delivery Program is grounded in your aspirations and driven by a shared desire for a stronger, more connected, and more sustainable Shire.

It's a time of significant change across the region, and we recognise the need to be proactive, collaborative, and transparent. From infrastructure upgrades and community services to economic development and environmental leadership, every action we take is designed to serve the people of this Shire with integrity and purpose.

We're working within a strong financial framework, backed by responsible planning and a commitment to good governance. Our staff are dedicated to delivering the highest standards in service and community support.

This is a Program built on your vision and it sets the course for how we'll get there – together.

Derek Finnigan
General Manager
Muswellbrook Shire Council

Our Council

The governing body of Council consists of twelve (12) councillors elected for four years. The Mayor of Muswellbrook Shire Council and the Deputy Mayor are elected by Councillors every two years. The Mayor holds a number of Council delegations and some statutory responsibilities to make determinations on behalf of the governing body of the Council between Council meetings. The Mayor is responsible to the governing body for the determinations they make.



Jeff Drayton
Mayor

With previous extensive experience on Council and the newly appointed Mayor, Jeff wants to see Council focus on important issues and delivering the best outcomes for the community. He wants to ensure that the community benefits from mining and energy generation activities and continues to thrive through jobs growth and investment as well as addressing social issues.



De-anne Douglas OAM
Deputy Mayor

Second term councillor and our new Deputy Mayor, long-term Muswellbrook resident, De-anne brings a wealth of local knowledge and experience to the role. De-anne is a former manager of the Muswellbrook PCYC and has deep community connections and a strong local voice. Her immediate priorities include improved access to medical services and the delivery of the planned Youth Centre.



Clare Bailey
Councillor

First term councillor, Clare is deeply committed to serving our community with integrity and a passion for positive change. Growing up in Wybong within the Muswellbrook Shire, Clare has firsthand understanding of the unique needs of rural living. Clare works as a coal miner but has also gained experience in small businesses in town, which fuels her dedication to creating and preserving local jobs. Clare's focus is always on ensuring that our region thrives, and that the voices of local residents are heard and respected.



Amanda Barry
Councillor

Second term councillor and Denman resident, Amanda wants to be part of a strong council that can be trusted and respected. As an advocate of community engagement, she wants to work towards creating a shared vision for the future, including developing more efficient and effective community services and a focus on the protection and enhancement of the Shire's natural environment.



Louise Dunn
Councillor

Long-term resident, schoolteacher and second term councillor Louise has a strong sense of community and has resolved to bring the Shire back to being caring and compassionate to all. While acknowledging that carbon neutrality and sustainable energy is the way of the future, she also understands that coal mining is vital to the economy and would also like to see more parks and open spaces throughout the LGA.



David Hartley
Councillor

David is a resident of Muswellbrook Shire of more than 25 years. Raising three kids here, David has a strong passion to ensure our youth are not left behind. David is passionate about sport and, in particular, junior sport - he volunteers for various sporting groups. David's focus is on creating a shire that we, as a community, are proud to call our own.



Rohit Mahajan
Councillor

Born in India, Rohit is now a proud Australian citizen, Muswellbrook resident and successful businessman. Running his own business puts him face-to-face with a wide range of community members on a daily basis and he shares their concerns regarding local business and employment opportunities. With sound relationships in place, he wants to be their voice on Council and believes local government can only be deemed to be successful if the community is happy and contented.



Darryl Marshall
Councillor

A Shire resident for 56 years, second term councillor Darryl has worked across the wine, agriculture and coal industries and ran his own contracting business for more than 20 years. Now that he is semi-retired, he has the time to make a commitment to Council and pledges to serve the people of the region, work hard for the community and bring a truly local voice to Council.



Graeme McNeill
Councillor

Incumbent councillor Graeme is serving his fourth term on Council. With a special interest in sport and recreation and long-time involvement with the Olympic Park project, Graeme's priorities include pathways, cycleways, improvements to roads and investment in the Shire's young people. His hope for this term is to build a strong, united Council to drive a strong united community.



Max Morris
Councillor

Max has lived in Muswellbrook for over 50 years - his wife was born in Muswellbrook as were his two children. Max has a strong background in business management and strategic marketing. He is passionate about securing a prosperous future for the region and ensuring we have the correct infrastructure and revenue sources in place to make the Shire an attractive place to live, work, play and visit.



Rod Scholes
Councillor

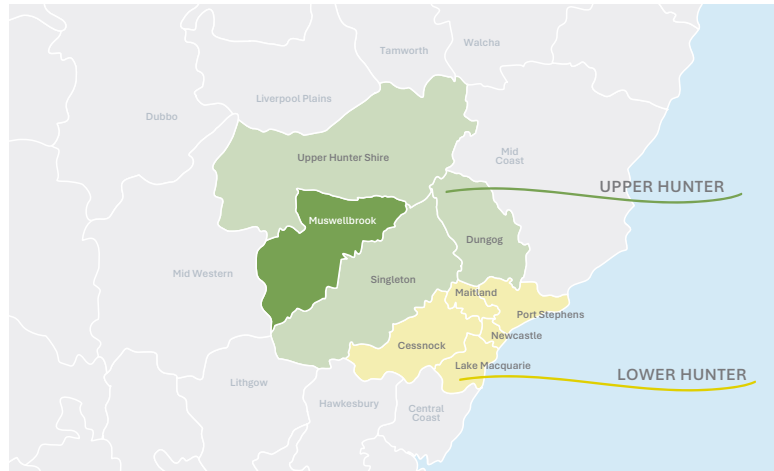
Fourth term councillor and Muswellbrook resident since 1982, Rod and his family have contributed greatly to the Shire community. He has served as deputy mayor and mayor during his time on Council and brings a wealth of experience to the table. During this term he wants to continue to improve the Shire's livability, infrastructure and services, and advocate for better local health services.



Stephen Ward
Councillor

Stephen is a civil engineer and father of two, and an active member of the Denman community. He is a member of the Local Lions Club and the Denman Hospital Auxiliary. He is on the Maxwell Mine CCC. Stephen suffered a stroke in 2013, leaving him with reduced mobility and a communication disorder called aphasia. Stephen also attends the dialysis unit at Muswellbrook Hospital. This lived experience means he continues to advocate for better health and telehealth services for our area.

Our Shire



Muswellbrook Shire is home to more than 16,500 residents, our community is young and hardworking, we are proud of our history in mining and energy generation and are surrounded by magical landscapes that have been the backdrop of indigenous stories for millions of years.

There's a steady resilience here. For generations, our communities have worked the land and the seams below, powering the country and funding the nation. Muswellbrook and the Hunter Region is at the forefront of global change, as the world shifts, Muswellbrook is too – exploring diverse investments, technologies, smart agriculture and new industries.

We are building on what we know, are doing things our way and doing them better together.

We love our sport, equine pursuits and viticulture and are the birth place of the Australian Cattle Dog. Our local producers are trailblazers, founded in our agricultural roots and growing our tourism potential.

Council is investing in our community's future, progressing opportunities to build economic resilience and create jobs. We have made a significant investments in projects which will inspire future generations, prepare business for new opportunities and leverage our lifestyle advantages.

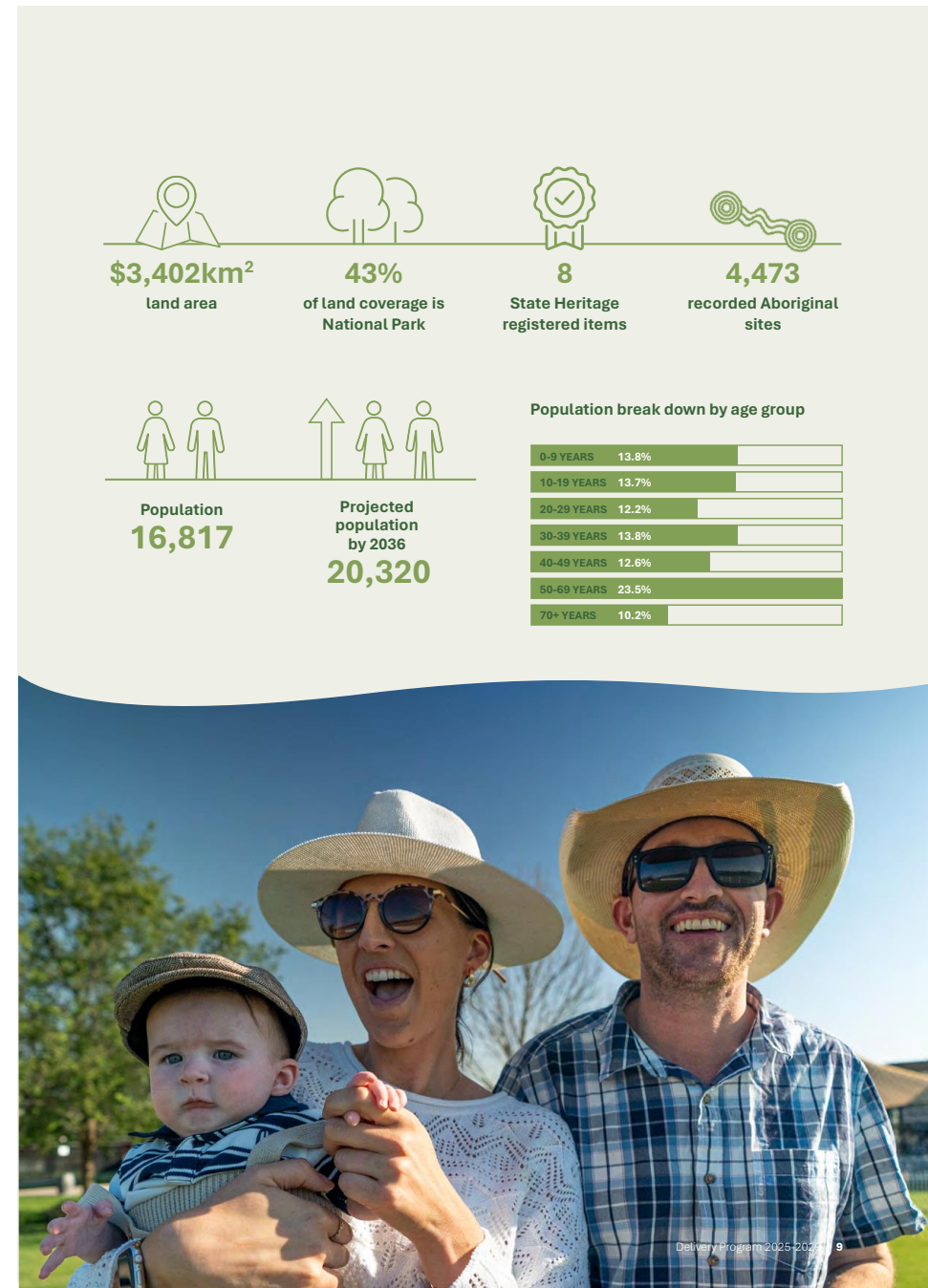
Council is focused on improving liveability and our natural advantages. Muswellbrook Shire offers a comparatively affordable lifestyle with diverse housing options from in-town living to lifestyle properties.

As a regional centre, our community has access to regional sporting and recreational facilities with the Muswellbrook Aquatic Centre and redevelopment of Olympic Park as well as world-class cultural assets like the Muswellbrook Regional Art Gallery, Hunter Conservatorium of Music and the soon to be built Regional Entertainment Centre.

We are supporting the growth of Denman as a residential and tourist destination, creating new housing developments and developing the Denman Tourist Park.

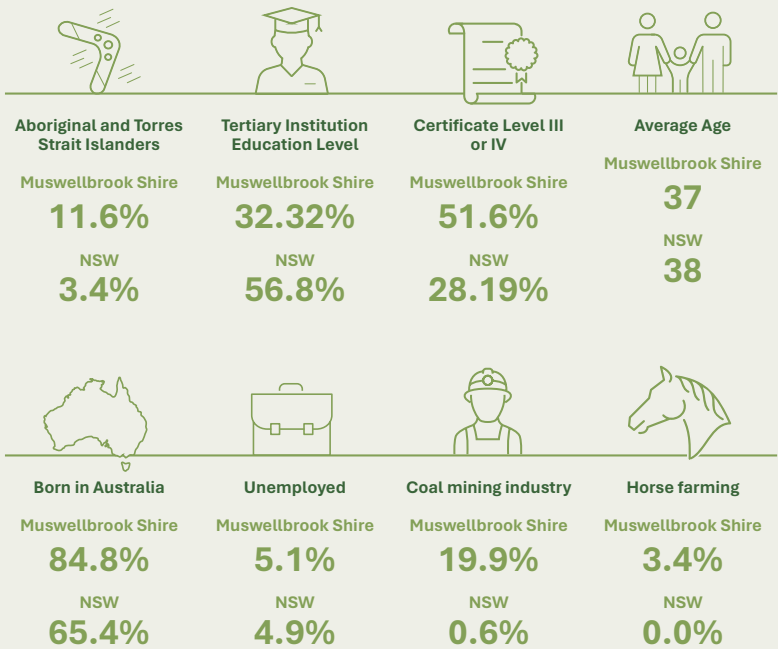
Council is ensuring all members of our community have improved access to health care, transportation, services, education and housing to improve their quality of life and opportunity.

Muswellbrook Shire faces the future without forgetting the story of this place we cherish. Being part of our community means respecting where we have come from, our people and buying into a future built together.



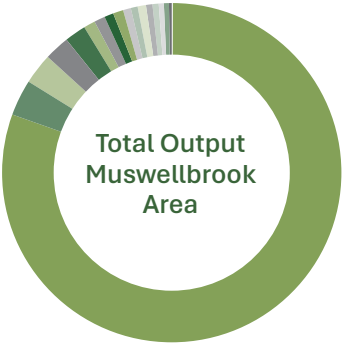
At a Glance

Snapshot of significant indicators for Muswellbrook shire compared with NSW as a whole:



2021 Muswellbrook, Census All persons QuickStats | Australian Bureau of Statistics

Economic Output



Industry Sector	\$M
Mining	\$9,260.18
Electricity, Gas, Water & Waste Services	\$1,602.49
Construction	\$469.48
Manufacturing	\$401.06
Rental, Hiring & Real Estate Services	\$314.66
Agriculture, Forestry & Fishing	\$266.73
Health Care & Social Assistance	\$159.16
Public Administration & Safety	\$142.24
Wholesale Trade	\$113.04
Transport, Postal & Warehousing	\$110.97
Administrative & Support Services	\$107.09
Other Services	\$101.81
Retail Trade	\$101.60
Education & Training	\$93.98
Professional, Scientific & Technical Services	\$86.56
Accommodation & Food Services	\$71.83
Financial & Insurance Services	\$52.41
Information Media & Telecommunications	\$27.92
Arts & Recreation Services	\$18.39
Total	13501.598

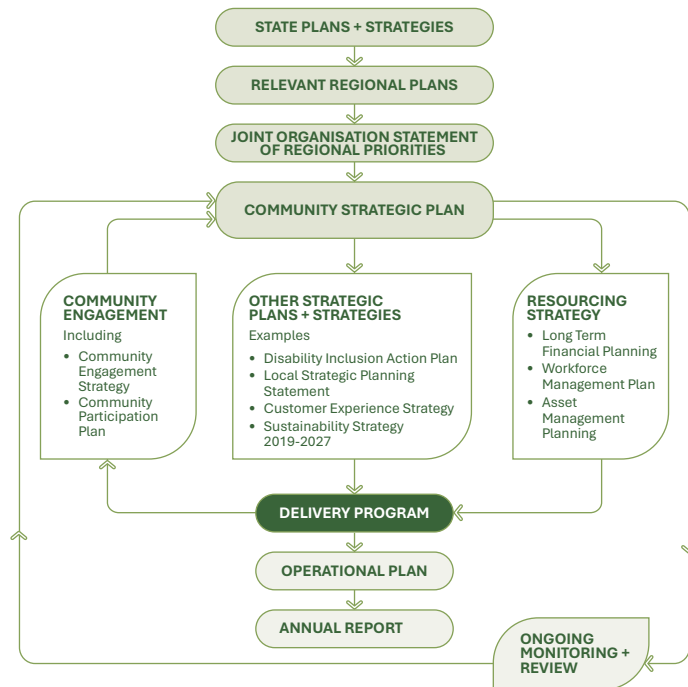


Living Situation

Situation	%
Paying off mortgage	36.65
Renting	32.4
Owned outright	22.58
Other	2.23

Source
ABS 2021 Census Place of Work Employment (Scaled)
ABS 2021 / 2022 National Input Output Tables
ABS June 2024 Gross State Product
ABS 2023 / 2024 Tourism Satellite Account
TRA 2023 Tourism Profile
REMPLAN 2023 Tourism Analysis Model

Integrated Planning & Reporting Framework



Community Strategic Plan

The Community Strategic Plan provides a strong base for long-term planning for both Council and the community. The Plan includes a shared vision for the future, connecting the community's goals with Council's decisions over the next 10 years. It will guide Council's plans, strategies, and policies, such as the Resourcing Strategy, Delivery Program and Operational Plan, this community vision will also be shared with other agencies, government departments, and stakeholders to help guide their long-term planning.

Resourcing Strategy

The Resourcing Strategy is reviewed every year. It shows the time, money, assets and people needed in the long term to achieve the community's aspirations in the Community Strategic Plan. It consists of three components:

- Long-term Financial Plan (10 year)
- Asset Management Plan (10 year)
- Workforce Management Plan (4 year)
- Delivery Program (4 year)

Delivery Program (4 year)

The Delivery Program is a 4-year plan that matches the term of the elected Council. It is based on the Community Strategic Plan and the Resourcing Strategy and outlines what can be achieved during the Council's term. The program is reviewed every year to make sure it still aligns with the community's aspirations.

Operational Plan (annual)

The Operational Plan lists the actions Council will take each year to achieve the priorities in the 4-year Delivery Program. It also shows how each priority will be funded. Council staff give regular updates to the elected Council on how the plan is progressing.



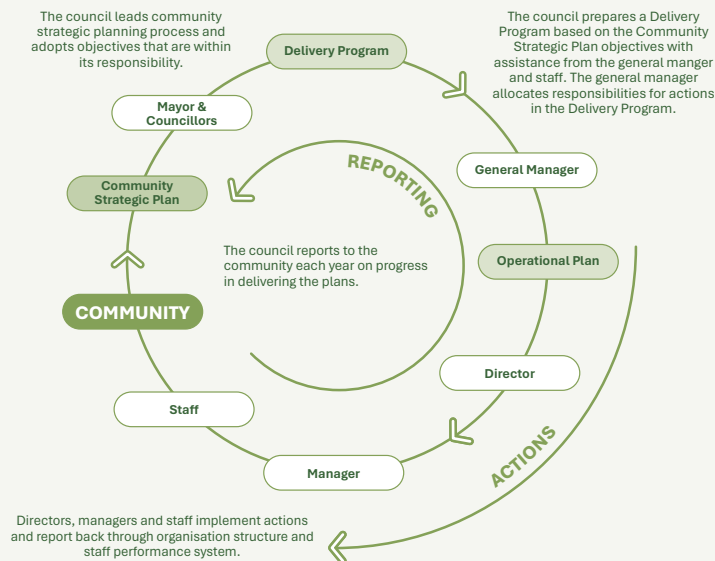
Relevance of the Delivery Program to the Community Strategic Plan

The Delivery Program is the elected Councillors' response to the community's aspirations in the Community Strategic Plan. Via a community engagement process, the community tells the Councillors what they want for the future of the Shire, the Councillors listen to and consider the community's concerns and ideas, and the Delivery Program explains how the Councillors will prioritise and direct Council towards meeting the community's expectations during their elected term.

All objectives described in the Muswellbrook Shire 2025-2029 Delivery Program link to an aspiration in the Muswellbrook Shire 2025-2035 Community Strategic Plan.

Councillors monitor the progress of Council's activities via reports and each year, Council reports to the community on the progress of Council's activities via the Annual Report. Council's Integrated Planning and Reporting documents are available on Council's website at:

www.muswellbrook.nsw.gov.au/council-integrated-planning-overview/



Council's Role and Services

Council plays an important role in providing services, building infrastructure and managing regulations for our community. The decisions we make at the local level directly affect life in our Shire.

We deliver everyday services like bin collection, fixing local roads and running public swimming pools in Denman and Muswellbrook. We also manage key utilities, such as water and sewer systems, across the Shire (only 89 out of 128 councils in NSW provide water services).

In addition to essential services, Council supports culture and community activities. We run facilities like the Regional Art Centre, Denman Memorial Hall and local libraries, we also organise events for residents and visitors, like the Rock'n the Brook and partnering with Community events such as Denman Food, Wine and Film Festival.

Council also, drives policy change, influences decisions and plans for our community's future through land use planning and preparing for new industries.

Council works with local businesses, key stakeholders, governments, and community groups to meet the needs of our community. We will deliver the objectives in this delivery program by:

















United Nations Sustainable Development Goals

The United Nations Sustainable Development Goals are 17 goals created in 2015 to help solve global problems and build a better future for everyone by 2030. These goals focus on challenges like poverty, education, clean energy, and protecting the planet.

In this plan, we show how our community goals match the Sustainable Development Goals and how Council will work towards these goals. This helps both Council and the community understand their role in making a difference, not just in our Shire but as part of a bigger, global effort.



How to read the Delivery Program

Community Strategic Plan Aspiration These are the long term aspirations for our LGA. Where we want to be in 10 years time	Delivery Plan Objective These are our four year objectives and how we are supporting our 10 year aspirations	Primary Responsibility This shows the Council service department responsible for delivering on the action
Community Strategic Plan Aspiration	Delivery Plan Objective	Primary Responsibility
2.1 Provide and maintain local transport infrastructure, including roads and footpaths to allow safe and easy movement around 	2.1.1 Provide and maintain safe, cost effective and fit for purpose transport infrastructure 	Infrastructure and Property
	2.1.2 Improve and promote active travel connections and opportunities 	Infrastructure and Property
2.2 Advocate for effective public transport networks and transport planning to ensure infrastructure meets community need 	2.2.1 Increase access to public transport options in and around the LGA 	Infrastructure and Property
2.3 Manage increasing transport demands on our roads to ensure the community has safe and prioritised access 	2.3.1 Participate in planning and decision making to leverage investment and ensure our communities needs are prioritised 	Infrastructure and Property / Environment and Planning
2.4 Advocate and provide services and facilities expected of a regional centre 	2.4.1 Deliver, maintain and enhance Council owned facilities 	Infrastructure and Property
	2.4.2 Ensure regional and state plans acknowledge Muswellbrook as a Regional Centre 	Infrastructure and Property
2.5 Provide well-maintain accessible sport, leisure and recreational infrastructure and facilities 	2.5.1 Manage existing community facilities to meet the needs of the community 	Infrastructure and Property
2.6 Advocate and collaborate with government and educational providers to expand access to education opportunities which allow students to study locally 	2.6.1 Improve the availability and access to educational opportunities 	Community and Economy

Vision

**Our Shire is powered
by opportunity, with
space to grow and shape
a thriving future.**



18 Muswellbrook Shire Council

Themes



We are a...
strong community



We are a...
regional centre



We are a...
thriving economy



We are a...
great place to live



We are...
working together



We are a... strong community

Community Outcome

Our community contributes to community life, is safe and has access to services and facilities.



20 Muswellbrook Shire Council

Community Strategic Plan Aspiration	Delivery Plan Objective	Primary Responsibility
1.1 Deliver services to improve community health and inclusion at all stages of life 	1.1.1 Deliver a diverse range of social, recreational and educational programs and assistance to encourage community participation and a healthy lifestyle 	Community and Economy
	1.1.2 Provide opportunities to participate in community life and feel a part of the community 	Community and Economy
1.2 Advocate and collaborate with government and private partners to improve services relating to health with a strong focus on aged care, mental health and maternity services 	1.2.1 Advance health services suitable for a Regional centre 	Community and Economy
1.3 Deliver programs, campaigns, facilities and infrastructure which improve community safety 	1.3.1 Design and manage public spaces to ensure people feel safe and welcome 	Infrastructure and Property
	1.3.2 Review and enforce council policies to enhance community safety and ensure compliance 	Environment and Planning/ Infrastructure and Planning
1.4 Provide and support events and activities to encourage community pride and connection 	1.4.1 Grow the region as a vibrant events and visitor destination 	Community and Economy
1.5 Celebrate our culture and heritage by showcasing and preserving our history 	1.5.1 Recognise, protect and celebrate our heritage 	Infrastructure and Property
	1.5.2 Celebrate and recognise our local Indigenous culture 	Community and Economy
1.6 Develop programs to support the community and increase participation, enhance the capacity of volunteers and volunteer organisations 	1.6.1 Increase Volunteer participation to create community resilience and connection 	Community and Economy
	1.6.2 Provide access to community grants and in-kind support to support the community. 	Community and Economy

Our role: Delivering Partnering and collaborating Advocating

Delivery Program 2025-2029 21



We are a... regional centre

Community Outcome

Our community has access to regional services, infrastructure and facilities.



22 Muswellbrook Shire Council

Community Strategic Plan Aspiration	Delivery Plan Objective	Primary Responsibility
2.1 Provide and maintain local transport infrastructure, including roads and footpaths to allow safe and easy movement	2.1.1 Provide and maintain safe, cost effective and fit for purpose transport infrastructure	Infrastructure and Property
	2.1.2 Improve and promote active travel connections and opportunities	Infrastructure and Property
2.2 Advocate for effective public transport networks and transport planning to ensure infrastructure meets community need	2.2.1 Increase access to public transport options in and around the LGA	Infrastructure and Property
2.3 Manage increasing transport demands on our roads to ensure the community has safe and prioritised access	2.3.1 Participate in planning and decision making to leverage investment and ensure our communities needs are prioritised	Environment and Planning/ Infrastructure and Planning
2.4 Advocate and provide services and facilities expected of a regional centre	2.4.1 Deliver, maintain and enhance Council owned facilities	Infrastructure and Property
	2.4.2 Ensure regional and state plans acknowledge Muswellbrook as a Regional Centre	Infrastructure and Property
2.5 Provide well-maintain accessible sport, leisure and recreational infrastructure and facilities	2.5.1 Manage existing community facilities to meet the needs of the community	Infrastructure and Property
2.6 Advocate and collaborate with government and educational providers to expand access to education opportunities which allow students to study locally	2.6.1 Improve the availability and access to educational opportunities	Community and Economy

Our role: Delivering Partnering and collaborating Advocating

Delivery Program 2025-2029 23



We are a... thriving economy

Community Outcome

Our community has opportunities for employment, business and training and we drive investment into our economy to benefit our community.



24 Muswellbrook Shire Council

Community Strategic Plan Aspiration	Delivery Plan Objective	Primary Responsibility
3.1 Lead the diversification of the local economy, including attracting new industry and businesses	3.1.1 Retain our workforce and grow employment opportunities by attracting new industry and investment	Community and Economy
3.2 Support businesses to grow and prepare for the opportunities of the future	3.2.1 Provide a range of programs and facilities to assist business to diversify and grow	Community and Economy
3.3 Support the growth of tourism, a diverse retail and hospitality offering and a vibrant nightlife	3.3.1 Support the growth of the Tourism Industry	Community and Economy
	3.3.2 Activate the Muswellbrook Town Centre	Community and Economy
3.4 Collaborate with key stakeholders and government to secure investment and long-term employment	3.4.1 Work with industry and government to fast-track land use planning and infrastructure to support future industry uses	Environmental and Planning
3.5 Provide access to innovation and reskilling for future workforce needs	3.5.1 Develop and implement initiatives to attract, nurture and retain innovators	Community and Economy
	3.5.2 Increase opportunities for employment, skills and education for all ages	Community and Economy
3.6 Plan for the use of former mining and energy generation land for employment, recreation and environmental purposes	3.6.1 Deliver improved economic outcomes on mining and energy impacted lands	Environment and Planning/Community and Economy

Our role: Delivering Partnering and collaborating Advocating



We are a...
great place to live

Community Outcome

Our community offers a great lifestyle
in a healthy natural environment.



26 Muswellbrook Shire Council

Community Strategic Plan Aspiration	Delivery Plan Objective	Primary Responsibility
4.1 Advocate and facilitate investment in a variety of housing, including affordable housing, to meet the needs of current and future residents 	4.1.1 Implement the Local Housing Strategy that identifies how and where housing will be provided	Environment and Planning
	4.1.2 Streamline planning and development outcomes	Environment and Planning
4.2 Manage development to protect our natural environment and heritage and be resilient to natural hazards 	4.2.1 Improve the planning and preparedness for natural hazards	Infrastructure and Property / Environment and Planning
4.3 Protect and enhance Council-managed water infrastructure and mitigate environmental and man-made impacts 	4.3.1 Plan for and upgrade our water and waste water infrastructure to support residential and economic expansion	Infrastructure and Property
4.4 Advocate for clean air and an improved natural environment 	4.4.1 Advocate for improved air quality monitoring and reporting	Environment and Planning
	4.4.2 Provide opportunities to participate in environmental learning activities and programs	Environment and Planning
4.5 Manage the use of water and waste wisely, efficiently and sustainably to facilitate growth and economic opportunity 	4.5.1 Promote efficient water, energy and waste management and decrease waste	Infrastructure and Property / Environment and Planning
4.6 Reducing emissions of Council owned assets to reach Net Zero targets 	4.6.1 Develop strategies to respond to climate policy and reduce carbon impacts	Environment and Planning
4.7 Maintain and enhance our open and public spaces and natural areas 	4.7.1 Enhance, protect and improve our natural environment and public spaces	Infrastructure and Property / Environment and Planning

Our role: Delivering Partnering and collaborating Advocating

Delivery Program 2025-2029 27



We are... working together

Community Outcome

Our community is involved in decision making and resources are managed to align with the values and priorities.



SUSTAINABLE DEVELOPMENT GOALS



28 Muswellbrook Shire Council

Community Strategic Plan Aspiration	Delivery Plan Objective	Primary Responsibility
5.1 Increase community awareness and understanding of Council business	5.1.1 Effectively inform the community about Council's responsibilities, business and activities	Community and Economy
	5.1.2 Provide timely and factual information on key issues impacting our community	Community and Economy
5.2 Ensure a wide range of community engagement programs to enable effective Council decision making	5.2.1 Engage, involve and empower our community and stakeholders to inform Council on the issues impacting them	Community and Economy
5.3 Deliver sustainable projects, services and programs through sound financial management	5.3.1 Continue to seek funding to provide infrastructure, programs, services or events which meet the needs of our community	Office of the General Manager
5.4 Ensure Council has long-term financial sustainability	5.4.1 Support financial sustainability through planning, budget management and accurate reporting to the community	Office of the General Manager
	5.4.2 Ensure Council's rate structure and revenue streams address Council's long term financial challenges	Office of the General Manager
5.5 Improve efficiency of Council systems	5.5.1 Support the continual innovation of Council processes and technologies to enhance efficiency and productivity	Office of the General Manager / Community and Economy
	5.5.2 Use technology to make it easy for customers to engage with Council and access information	Community and Economy / Environment and Planning
5.6 Ensure Council attracts and retains adequately skilled staff	5.6.1 Be an employer of choice by investing in the development and growth of our people	Office of the General Manager
5.7 Council provides effective leadership	5.7.1 To lead and represent the interests of our community in an ethical and transparent way	Community and Economy / Environment and Planning

Delivery Program 2025-2029 29

Major Projects

The Delivery Program is focused on improving community engagement, service delivery, job creation and industry attraction and completing the major projects including:

- Muswellbrook Town Centre: including the Possum Park, Regional Entertainment Centre, and civil and landscaping works
- Loxton House Refurbishment
- Muswellbrook Youth Centre
- Olympic Park precinct
- Denman Tourist Park: staged delivery of master plans
- Denman to Sandy Hollow Pipeline
- Wollombi Precinct: staged delivery of master plans

Community Infrastructure

During this term of Council there will be a Federal Election held in May 2025 and a State Election March 2027.

Council will embrace these opportunities to advocate on behalf of the community for the delivery of major projects and community priorities aligned with the CSP, by seeking commitments from the Federal and NSW Governments for:

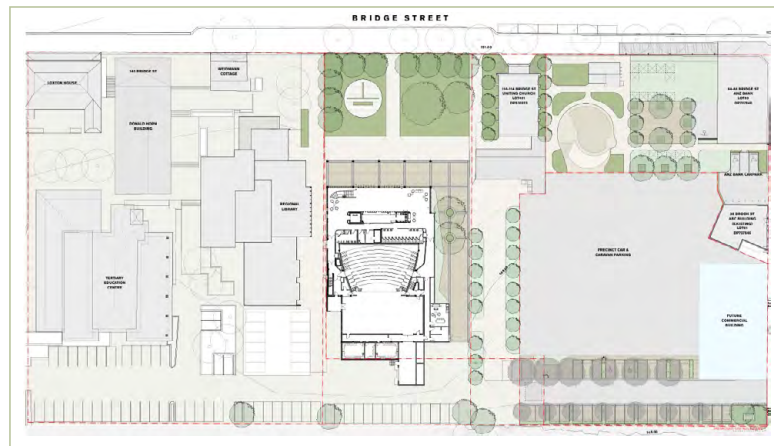
- the delivery of the Muswellbrook Bypass by 2027;
- improved health services and public transport for the Shire;
- planning and resourcing for post mining land use;
- leadership to drive economic diversification;
- Wollombi Precinct staged delivery;
- improved access to education, training and research.

The Muswellbrook Town Centre

The Muswellbrook Town Centre redevelopment is transforming the heart of Muswellbrook. Council is working to realise the vision of the Muswellbrook Town Centre Strategy (2017) to create a place where the community can come together to learn, play, be entertained and connect.

The Town Centre consist of three stages:

- The Hunter Innovation Precinct
- The Regional Entertainment Centre
- Possum Park and commercial precinct



Possum Park

The vision for Possum Park is to provide a meaningful connection to place which will be the heart of the community. It has been designed as a place to embody our community identity, value, pride, inclusivity and foster social interaction.

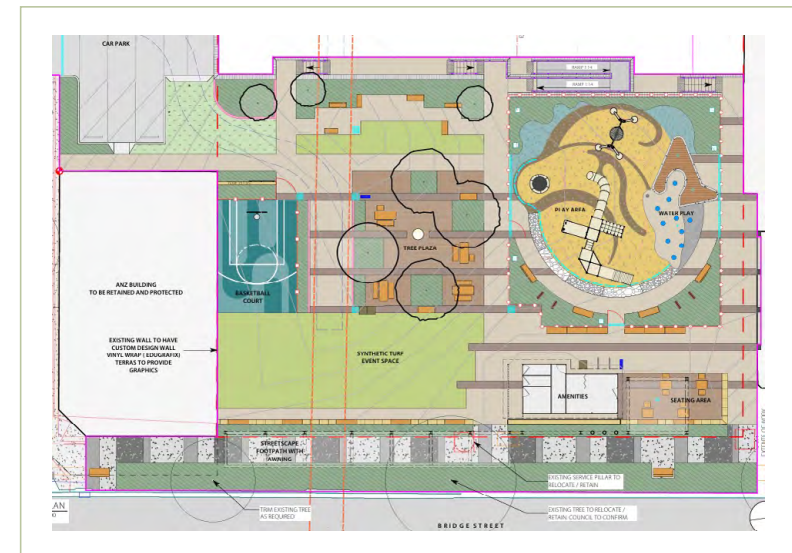
This will be achieved through the creation of an attractive, safe and engaging public space which can facilitate a range of experiences for gathering, community markets, pop up food vans /services, and passive recreation.

The children's play and water play areas are reflective of the park's namesake, the Possum. The planting, art and design elements are inspired by local indigenous culture and are meaningful to our history and the place.

The park includes:

- Possum children's playground
- water play area
- Sound play area
- Mural and public art
- grassed areas
- basketball half court
- car parking
- landscaping and indigenous garden
- footpaths
- projection wall and solar lighting
- bike parking
- seating and shade
- amenities and a changing places facility.

Estimated cost and timing : \$2.3M, 2026



Regional Entertainment Centre

The Regional Entertainment Centre is the final piece of the Muswellbrook Town Centre redevelopment and Council is working to secure the remaining funding.

The Regional Entertainment centre will provide opportunities for regional communities to engage with the arts and be entertained, bringing performance, hosting local performances and schools, and education and connection to the heart of Muswellbrook not previously available here or in our surrounding communities.

This impressive design includes a 400-seat theatre and back of house. It provides a venue for dance schools, theatre groups, amenities to cater for related activities and allow for flexible scheduling.

Estimated cost and timing: \$23M part funded expected completion by 2027



Loxton House Refurbishment

Built in c1838 Loxton House, State Heritage Listed, is one of Muswellbrook's oldest commercial buildings. Council's will now be preserving and breathing new life into one of the most significant buildings in our Shire and to the community following significant structural works in previous years.

The majority of structural remediation works have been completed. Refurbishment of the internal building is set to commence in 2025 following heritage approval. This will see the three story building restored to house a co-working facility on the top level connected to the Donald Horne Building, commercial space at the ground level, and a restaurant on the lower ground level adjoining the rear courtyard.

Estimated cost and timing: \$3.2M finalising funding to deliver ground floor and level 1 with occupation by early 2026



Muswellbrook Youth Centre

The Muswellbrook Indoor Sports and Youth Centre includes the construction of a new multipurpose facility aimed at enhancing engagement of young people and promoting active lifestyles.

The new Youth Venue will connect northwest on the existing Muswellbrook Indoor Sports Centre site. It will provide a purpose-built facility to provide youth programs and activities to support the community.

Upper Hunter Youth Services will occupy the building and connect with the Muswellbrook Skate Park creating a safe space for youth to meet and engage.

Estimated cost and timing: \$2.3M, 2025

Olympic Park Precinct

Olympic Park is Muswellbrook's premier regional sporting venue, home to junior and senior rugby league, touch football, velodrome, and tennis clubs and courts, and community groups. It is located in the same precinct as the Muswellbrook Aquatic Centre and Muswellbrook Golf Club and squash courts, and bordered by Muscle Creek's natural and riparian areas.

The redevelopment will see upgrades to the grandstand including additional change rooms for women, amenities, new canteen, and function room.

Estimated cost and timing: \$8.15M, 2026



Denman to Sandy Hollow Pipeline

Council has secured \$18.9M in State government funding and is seeking additional funding to construct the Denman to Sandy Hollow pipeline and upgrades to Denman Water treatment plant.

The Denman to Sandy Hollow Pipeline construction project will unlock mining impacted land along the pipeline to attract intensive agricultural, industry and unlock and support new housing development.

The upgrade of the Denman Water treatment plant will increase capacity and enhance the plant's, ability to produce high quality potable water consistent with NSW Health requirements.

Estimated cost and timing: \$26.5M, \$18.9M funded - 2027 pending funding



Denman Tourist Park

Denman is the shire's key tourist destination offering great food and wine and heritage charm.

Its rolling green hills and rock escarpment backdrop are home to the largest thoroughbred horse stud in the southern hemisphere and a basecamp for accessing natural area assets and surrounded by Wollemi National Park which cannot currently be accessed from the Upper Hunter.

Denman is a burgeoning tourist destination and with continued investment has the opportunity to develop into a quintessential Australian country town destination.

The continued investment in Denman is based on the Denman Recreation Area master plans included Denman Tourist Park building on the existing recreational facilities in the Denman Recreation Area Reserve including golf, tennis, swimming, indoor sports, football grounds, cricket pitch, RV dump point and Heritage Village.

Estimated project total \$10.5M+

Stage 1 - Funded \$1.3M amenities, civil works and landscaping



Wollombi Precinct

The objectives of the Wollombi Precinct Plan are to promote and enhance community identity and sense of belonging, provide active and passive recreation opportunities with safety and amenity for all users including improving roads and pedestrian access.

Wollombi Park is designed to accommodate a wide range of community activities with a primary focus on families and teenagers and is central to residences in the Wollombi Road precinct.

A staged delivery program is beginning developed to provide:

- New access road and car parking
- Multipurpose playing court areas
- Basketball court and murals
- Adventure Playground
- Picnic shelters and BBQs
- Pedestrian paths and lighting
- Avenue and park tree plantings, and bush regeneration
- Oval and irrigation
- Public amenities
- Parkour facility

Estimated Cost: Council is identifying funding \$10M



Community Infrastructure Depot

Muswellbrook Shire is taking a leadership role on waste and recycling issues collaborating with other Hunter councils to develop a regional response to leverage waste and recycling opportunities continuing to advocate for improved service delivery and better outcomes for the environment.

To facilitate improved waste services and efficient use of resources in managing our community's infrastructure Council is committed to the construction of a Community Infrastructure Depot facility including administration, stores, workshop, and associated infrastructure.

The facility is to be located at the Muswellbrook Waste Management Facility as part of an integrated circular economy precinct for resource recovery and recycling. The integration of a consolidated Community Infrastructure Depot with the Muswellbrook Waste Management Facility will ensure efficient, effective, and innovative reuse of waste resources for the construction, maintenance and operation of community infrastructure and services.

The project will see approximately 1150 sqm of building/ additional associated infrastructure accommodating a range of technical/professional/administrative/ operational staff across Council's community infrastructure operations including waste management, water, wastewater networks, civil, parks/gardens, and natural areas.

The contribution of the Community Infrastructure Depot will provide the critical demand part of the circular economy precinct dedicated to resource recovery/ recycling. Recycling operations will include but not limited to reuse of roadbase material, brick/ building rubble for road subgrades, green waste for mulch and composted soil in parks/ gardens, recycled water/ stormwater, and trialling new approaches to reduce waste and increase recycling. We are also seeking funding commitment to deliver recycling infrastructure and for 100% of the waste levy to be returned to local governments for community waste minimisation and recycling programs.

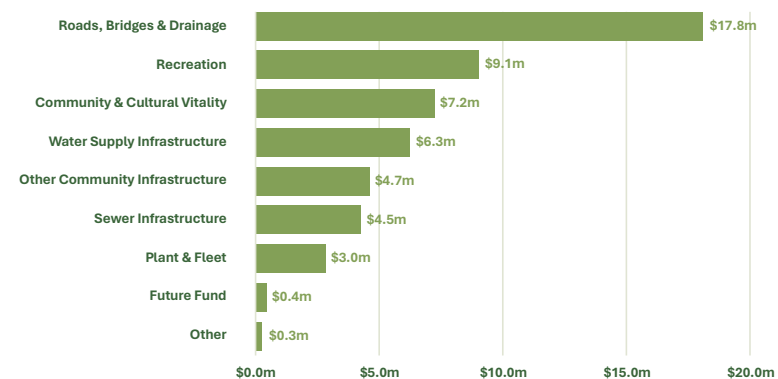
**Estimated Cost: \$14.5 Partial funding: \$4.8M
\$14.5M**



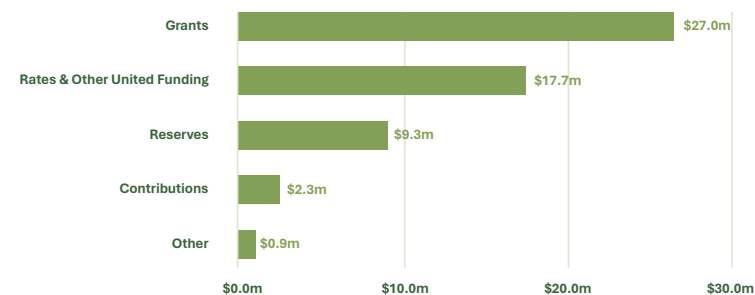
4 Year Budget Forecast

	Revised Budget	Budget	Estimates	Estimates	Estimates
	2025	2026	2027	2028	2029
	\$000's	\$000's	\$000's	\$000's	\$000's
Income					
Rates & annual charges	35,379	36,848	37,770	38,714	39,682
User charges & fees	14,544	15,436	15,860	16,295	16,743
Other revenues	1,588	1,534	1,572	1,611	1,652
Grants & contributions provided for operating purposes	9,363	7,285	7,467	7,654	7,845
Grants & contributions provided for capital purposes	27,451	34,595	24,136	9,722	8,264
Interest & investment income	3,510	3,450	3,536	3,624	3,715
Other income	6,230	6,459	6,620	6,786	6,955
Net gain from the disposal of assets	0	0	0	0	0
Total Income	98,064	105,606	96,960	84,406	84,855
Expenditure					
Employee benefits & on-costs	21,875	22,233	22,789	23,358	23,942
Materials & services	25,128	24,296	24,896	25,512	26,142
Borrowing costs	2,590	2,665	2,578	2,138	1,914
Depreciation, amortisation & impairment of non-financial sstes	16,252	17,065	17,918	18,814	19,755
Other expenses	2,846	2,612	2,677	2,744	2,815
Net loss from the disposal of assets	0	0	0	0	0
Total Expenditure	68,692	68,870	70,858	72,566	74,566
Operating result profit/(loss)	29,371	36,736	26,102	11,840	10,289
Operating result profit/(loss) excluding capital grants & contributions	1,921	2,141	1,966	2,118	2,025

Capital Works 2025/26



Capital Funding 2025/26






Measuring Success

We will measure the success of the program through the actions of Council's Operational Plan.

Success will be captured in our ability to:

- deliver on what we have said we will do
- partner with others to leverage opportunities and
- advocating to achieve better outcomes

Success will look like

 Deliver	 Partner	 Advocate
<ul style="list-style-type: none"> • 90% completion of Operational Plan Actions • Increase in community satisfaction • Number of community programs delivered • Usage of Council facilities • Deliver funded and planned projects • Compliance with Enterprise Risk Management Framework • Financial Sustainability - Meeting performance ratios • Increasing employee engagement, retention and satisfaction • Increase in visitor economy (no. of visitors) • Meeting statutory planning timeframes • Compliance with water regulations • Deliver the Disability and Inclusion Action Plan 	<ul style="list-style-type: none"> • Grant application success rate and funding secured • Attraction of new businesses and industries • Demonstrate and progress policy on the use of mining land • Increased recycling, reuse and landfill diversion rates • Increased access to education, training and research • Increased Index of Disadvantage (Social Economic indexes for Areas - SEIFA) • Increased participation rates in events, programs and volunteering 	<ul style="list-style-type: none"> • Increase in public transport access • Increased access to health care • Improved air quality • Secured funding for the Denman to Sandy Hollow Pipeline • Secured funding for the Wollombi Precinct • Commencement of the Muswellbrook Bypass and funding for link roads • Increase in education attainment





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shire council**

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**10.2.9. 2025-2029 DRAFT Resourcing Strategy**

Responsible Officer:	Director - Community & Economy
Author:	Manager Governance and Risk
Community Strategic Plan:	6 - <i>Community Leadership</i> Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community
Delivery Program Goal:	6.1.3 - Enhance Council's communication with the community to build awareness and understanding of Council's activities and community needs.
Operational Plan Action:	6.1.3.2 - Report on Council's Integrated Planning & Reporting (IP&R) requirements.
Attachments:	1. DRAFT Asset Management Policy MSC057E [10.2.9.1 - 8 pages]

PURPOSE

To request Council's endorsement for the public exhibition of the DRAFT Resourcing Strategy 2025 – 2029.

OFFICER'S RECOMMENDATION

1. Council endorses the DRAFT 2025–2029 Resourcing Strategy for placement on public exhibition via Council's website for a period of 28 days.
2. Following the period of public exhibition, the DRAFT 2025-2029 Resourcing Strategy will be submitted to Council for adoption by 30 June 2025, including consideration of feedback and suggestions received through the public exhibition period.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

To endorse the DRAFT Resourcing Strategy 2025–2029 being placed on public exhibition for a period of 28 days and the plan be adopted by 30 June 2025. This plan will be provided to Council under a separate cover.

PREVIOUS RESOLUTIONS

Not applicable.

BACKGROUND

A council must have a long-term strategy (called its **resourcing strategy**) for the provision of the resources required to perform its functions (including implementing the strategies set out in the community strategic plan).

CONSULTATION



The community

Councillors

Directorate Leadership Group

REPORT

The resourcing strategy supports Council to work towards achieving the Community Strategic Plan 2025-2035, the Delivery Program 2025-2029, and the annual Operational Plans.

The Resourcing Strategy is the critical link between the Community Strategic Plan and the Delivery Program, detailing the resources needed to implement the plans and their objectives.

The Resourcing Strategy is made up of 3 main components:

1. Long-term Financial Plan;
2. Workforce Management Plan; and
3. Strategic Asset Management Plan.

It outlines how we will help achieve these in terms of time, money, assets and people.

FINANCIAL CONSIDERATIONS

To be identified in the long term financial plan and annual budgets.

POLICY IMPLICATIONS

Not applicable.

STATUTORY / LEGISLATIVE IMPLICATIONS

Consistent with requirements under section 403 of the NSW Local Government Act, 1993.

RISK MANAGEMENT IMPLICATIONS

As described in the DRAFT Resourcing Strategy 2025–2029.

COMMUNITY CONSULTATION / COMMUNICATIONS

Consultation aligns with the adopted Community Engagement and Participation Plan.

Asset Management Policy

MSC057E

Authorised by:	Internal/External: External
Date:	Minute No:
Review timeframe: 4 years	
Review due date:	
Department: Asset Management	
Document Owner: Chief Engineer	

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1. Policy Objective

The purpose of this policy describes Muswellbrook Shire Council's commitment to develop and maintain an asset management system to achieve the best possible value for the community. Council will establish a framework for structured sustainable and coordinated asset management to provide the agreed levels of service to the community as described in the Community Strategic Plan (CSP) and the Delivery Program (DP).

This Policy is designed to:

- Provide the community and our team clear direction for asset management (AM) and define the key principles that underpin AM for Council
- Ensure a consistent approach to AM to enhance our financial sustainability including systemised procedures between asset stakeholders
- Determine through community consultation that asset needs are understood and suitably prioritised
- Accurately model and implement required service levels for expected demands on all infrastructure and matches community needs
- Assess and predict asset lifecycle implications as well as their maintenance and renewal requirements
- Define efficient and effective management of the assets through long term planning
- Provide sustainable infrastructure through planning and leadership
- Be financially responsible by providing appropriate resources for the delivery of services
- Develop AM proficiency and expertise within our teams for the assets they manage
- Manage our assets in a manner that represents the best sustainable outcomes for the community for present and future users in terms of benefits and cost
- Ensure the long-term viability of infrastructure assets for financial, service, environmental and physical demands
- Ensure roles and accountabilities for the management of assets are clearly delineated
- Provide assets that are functional and fit for purpose at an acceptable cost

2. Risks being assessed

The asset management system will:

Provide lifecycle management of Council's assets including acquisition, renewal, upgrade, maintenance, operation, and disposal.

Mitigate failures and expensive reactive maintenance.

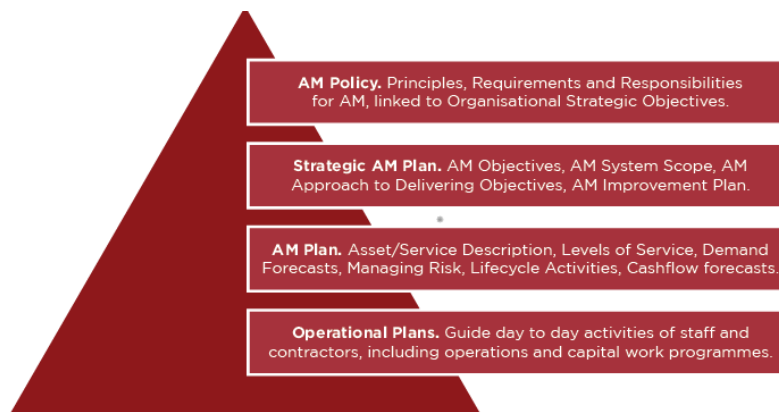
Provide an accurate, consistent, costed, and current asset inventory.

Inform insurance cover.

Provide for levels of service agreed with the community.

3. Scope

Muswellbrook Shire Council has responsibilities under the NSW Local Government Act 1993 for the responsible and sustainable management of infrastructure assets to comply with the Integrated Planning and Reporting (IP&R) framework, in particular the asset management planning documents:



Asset Management Functions and Processes



Figure 1: Plans in the Asset Management Framework1

Asset management responsibilities will be clearly and appropriately allocated through the organisation.

Application of this Policy

The Policy applies to all areas of Council that have the responsibility to manage assets and related land and infrastructure under the control and jurisdiction of Council. The Policy refers to all fixed assets owned or managed by Council.

The physical asset classes covered by this policy are categorised as follows:

- Roads – includes bridges, major culverts, causeways and kerb and gutter
- Drainage – includes rural and urban stormwater
- Transportation – includes footpaths/shared paths, lighting and street furniture
- Buildings – includes Aquatic Centre and Rural Fire Services
- Open Spaces and Reserves – includes parks, sporting fields, cemeteries
- Water Supply – includes treatment plants
- Sewer Network – includes treatment plants

4. Definitions

Term	Definition
Asset Management	The combination of management, financial, economic, engineering, and other practices applied to physical assets with the objective of providing the required level of service in the most cost-effective manner.
Asset Management Plan	A guide for each asset group to acquire, operate, maintain, renew, and dispose of assets in the most cost-effective manner possible while providing the agreed level of service.
Community Strategic Plan	Represents the highest level of strategic planning undertaken by a local council. All other plans developed by the council as part of the Integrated Planning & Reporting Framework must reflect and support the implementation of the Community Strategic Plan.
Council	Muswellbrook Shire Council.
Level of Service	Level of Service Statements describe the outputs or objectives an organisation or activity intends to deliver to customers.
Life Cycle Cost	The total cost of ownership of an asset or project throughout its entire lifespan, from acquisition to disposal.
Long Term Financial Plan	A ten-year financial plan that contains financial strategic and accompanying performance indicators for financial resource allocation.
Policy	A statement of Council's approach and preference of direction.
Regenerative design	Regenerative design enhances resource efficiency, reduces waste, and increases resilience to climate change impacts.
Resourcing Strategy	Three documents which outline resources required to achieve the Community Strategic Plan includes: <ul style="list-style-type: none">• the Long-Term Financial Plan (LTFP)• the Workforce Management Plan• the Strategic Asset Management Plan (includes this policy and respective asset management plans)

Strategic Asset Management Plan	<p>The plan shows how Council's assets will support the levels of service into the future (10 – 30 years). The strategy includes:</p> <ul style="list-style-type: none"> • A description the current state of Council's assets • Actions to improve / enhance Council's AM capability. • Resources required to achieve the objectives • Actions to achieve Council's strategic objectives
---------------------------------	---

5. Policy Statements

Council commits to the following:

1. Accountability and Transparency

- Ensure assets provide the best value to the community, balancing financial constraints, environmental, and social outcomes.
- Establish priorities for service delivery via the strategic planning process to address community needs and requirements for assets demonstrating a clear line of sight to strategic objectives
- Manage asset related information in accordance with best practice standards and policies.

2. Asset Information Management

- Allocate Asset Management (AM) responsibility and accountability, ensuring staff are competent and well-trained.
- Integrate the AM system with other business systems, in particular financial planning.

3. Lifecycle Management

- Apply a 'life cycle' approach whilst aligning with legislation, standards and agreed levels of service. Future lifecycle costs will inform decision about planning, acquisition, operation, maintenance, renewal, and disposal of assets.

4. Long-term Financial Management

- Clearly quantify and consider whole-of-life costs, benefits and risks as part of investment decision making.
- Ensure condition assessments and valuation assessments are both current and useful including Fair Value indexation to allow strategic planning.

5. Service Level Management

- Adopt regenerative asset management, developing levels of service beyond compliance delivery standards to alternative approaches that address adaptive planning, future capacity building, and service delivery methods

6. Risk Management

- Apply Integrated Risk Management Framework to minimise the risk exposure and to manage risks associated with infrastructure assets.

7. Performance Management

- Develop quantifiable performance indicators to monitor asset performance.
- Report on financial indicators within Council's long-term financial plan and annual budget.

8. Monitoring and Implementation

- Plan and renew resilient assets to withstand acute shocks and chronic stresses.
- Monitor the process of review, update and implementation of Asset Management Plans.

9. Decision Making Framework

- Provide current information to support evidence-based decisions to balance performance, cost, and risk.
- Develop a decision-making process to identify how best to operate and maintain all of Council's assets over their whole life and how to prioritise the outcome for the community.

10. Compliance

- Comply with all State and Federal legislation pertaining to asset management.

11. Continuous Improvement

- Audit and review processes and procedures including objectives noted by the Audit, Risk and Improvement Committee (ARIC) to ensure continuous improvement.

6. Roles, Responsibilities and Delegations

Role	Responsibility
Mayor	To lead Councillors in their understanding of and compliance with this policy, its notes, and guidelines.
General Manager	To lead staff (directly and through delegated authority) in their understanding of, and compliance with this policy and guidelines.
Management Leadership Group	To communicate, implement and comply with this policy and related guidelines.
Chief Engineer	Responsible (directly and through delegated authority) for leading and coordinating the development and maintenance of the AM system in accordance with this policy.
Corporate Asset Management Steering Group	Oversee the implementation of the AM policy and related procedures to ensure best practice asset management, value for money, and integration into Council's financial, information technology, and reporting systems.
Asset Managers	Relevant Asset Managers are custodians of the assets and may be users of the assets. They are responsible (directly and through delegated authority) for implementing the AM policy.
All Council Officers	Responsible for implementing relevant parts of the policy.
Audit, Risk and Improvement Committee	Responsible for providing independent assurance to Council by monitoring, reviewing, and providing advice about the Council's compliance, risk management and control frameworks regarding this Policy.

7. Dispute Resolution

For not urgent matters resolution of disputes are to be determined by the Corporate Asset Management Steering Committee, for urgent matters, these are to be resolved by the General Manager in consultation with the Chief Engineer.

8. Related Documents

Legislation and Guidelines

NSW Local Government Act 1993
Local Government (General) Regulation 2021
Security of Critical Infrastructure Act 2018 (SOCI Act)
NSW Office of Local Government Integrated Planning and Reporting Guidelines and Handbook
WSA 03 2011-3.1 Water Supply Code of Australia (Regional NSW Edition) Version 1.0
Institute of Public Works and Engineering (IPWEA) Asset Management Guidelines and publications, including the International Infrastructure Management Manual.
ISO 55000 - 55002 Standards of Asset Management.
Water Management Act 2000
Waste Avoidance and Resource Recovery Act 2001

Policies and Procedures

Asset Accounting Policy
Asset Disposal Policy
Financial Strategy

Other Supporting Documents

Community Strategic Plan
Delivery Program
Operational Plan
Enterprise Risk Management Framework
Disability Inclusion Action Plan
Other MSC strategies

9. Version History

This section identifies authors who reviewed the Policy and the date that it became effective.

V.	Date	Modified by	Amendments/Previous adoption details
1.	09/04/2025	Chief Engineer	First draft for consultation

This document is a controlled document. Before using this document, check it is the latest version by referring to Council's EDRMS and ensuring you are using the Last Approved Version. Printed or downloaded versions of this document are uncontrolled.

**10.2.10. 2025-2026 DRAFT Operational Plan, Budget Estimates, Revenue Policy, Fees and Charges**

Responsible Officer: Director - Community & Economy

Author: Manager Governance and Risk

Community Strategic Plan: 6 - *Community Leadership*

Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community

Delivery Program Goal: 6.1.3 - Enhance Council's communication with the community to build awareness and understanding of Council's activities and community needs.

Operational Plan Action: 6.1.3.2 - Report on Council's Integrated Planning & Reporting (IP&R) requirements.

Attachments:

1. DRAFT - Operational Plan 2025 - 2026 [**10.2.10.1** - 32 pages]
2. Draft 2025-2026 Revenue Policy [**10.2.10.2** - 19 pages]
3. DRAFT Revenue Policy 2025 26 Tracked Changes 14 April 2025 (1) [**10.2.10.3** - 18 pages]
4. Draft 2025-2026 Fees and Charges [**10.2.10.4** - 65 pages]
5. Draft Budget 2025-26 - Funds [**10.2.10.5** - 5 pages]

PURPOSE

The report provides detail of the proposed timetable and procedure for public exhibition and adoption of the DRAFT Operational Plan 2025-2026.

OFFICER'S RECOMMENDATION

1. Council endorses the DRAFT Operational Plan 2025-2026, including Budget, Revenue Policy, and Fees and Charges be placed on public exhibition, via Council's website, for a period of 28 days.
2. Following the period of public exhibition, the DRAFT Operational Plan 2025-2026, including Budget, Revenue Policy, and Fees and Charges will be submitted to Council for adoption by 30 June 2025, including consideration of feedback and suggestions received through the period of public exhibition.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

To endorse the DRAFT Operational Plan 2025-2026 being placed on public exhibition for a period of 28 days, and the plan to be adopted by 30 June 2025.

PREVIOUS RESOLUTIONS

Not applicable.

BACKGROUND



Under Section 405 of the New South Wales Local Government Act 1993, Council is required to place its annual Draft Operational Plan (including Budget, Revenue Policy, and Fees and Charges Report) on public exhibition for at least 28 days.

CONSULTATION

The community

Councillors

Directorate Leadership Group

REPORT

Council is required to place the DRAFT Operational Plan 2025 - 2026 (including Budget, Revenue Policy, and Fees and Charges Report) on public exhibition for at least 28 days.

Revenue Policy

The Revenue Policy Statement has been incorporated into the Operational Plan. The DRAFT 2025/26 Revenue Policy and a separate version with tracked changes are attached for review. The full policy will be placed on Public Exhibition separately to the Operational Plan.

Key Changes for 2025/26:

- 1) The latest 2024 Base Date land values from the Valuer General have been used in calculating the rates.
- 2) The 2025/26 Rate Peg set for Muswellbrook Shire Council by the Independent Pricing and Regulatory Tribunal (IPART) is 3.9%.
- 3) The Mining sub-categories of Mining - Underground and Mining – Metallurgical have been removed.
- 4) The Business – Power Generation sub-category has been renamed as Business – Power Generation – Non-Renewable.
- 5) A new sub-category of Business – Power Generation – Rehabilitation has been added.

Proposed Water Service Availability Charges Compared to Previous Years:

Water Access Charges					
Service Size	2021-22	2022-23	2023-24	2024-2025	Proposed 2025-2026
Vacant	\$209.00	\$223.00	\$256.00	\$270.00	\$280.50
20mm	\$209.00	\$223.00	\$256.00	\$270.00	\$280.50
25mm	\$327.00	\$348.00	\$400.00	\$422.00	\$438.00
32mm	\$535.00	\$571.00	\$655.00	\$691.00	\$718.00
40mm	\$836.00	\$892.00	\$1,024.00	\$1,080.00	\$1,122.00
50mm	\$1,306.00	\$1,394.00	\$1,600.00	\$1,688.00	\$1,753.00
65mm	\$2,208.00	\$2,355.00	\$2,704.00	\$2,852.00	\$2,963.00
80mm	\$3,344.00	\$3,568.00	\$4,096.00	\$4,320.00	\$4,488.00
100mm	\$5,225.00	\$5,575.00	\$6,400.00	\$6,750.00	\$7,013.00



Water Access Charges					
Service Size	2021-22	2022-23	2023-24	2024-2025	Proposed 2025-2026
150mm	\$11,756.00	\$12,544.00	\$14,400.00	\$15,188.00	\$15,778.00

Water Tariff Structure

A tiered pricing approach will be implemented to promote conservation. This structure charges higher rates for increased consumption, thereby encouraging responsible water usage among residents.

Proposed Water Tariff Rates and previous year

Tariff	2024/2025 Tariff (\$/KL)	Proposed 2025/26 Tariff (\$/KL)
Residential - Step 1 (0-350)	\$2.80	\$3.00
Residential - Step 2(>350)	\$3.95	\$4.50
Non-Residential	\$3.80	\$4.10

Historical Water Tariff Table

Year	Step 1	Step 2	% Increase - Step 1	% Increase - Step 2
2025/2026	\$3.00	\$4.50	7%	14%
2024/2025	\$2.80	\$3.95	15%	15%
2023/2024	\$2.43	\$3.43	15%	15%
2022/2023	\$2.11	\$2.98	8%	7%
2021/2022	\$1.96	\$2.78	3%	2%
2020/2021	\$1.91	\$2.72	1%	0%
2019/2020	\$1.90	\$2.71	2%	0%

Domestic Waste Charges

Domestic waste charges are essential for funding waste collection, management, and recycling services. The proposed adjustments ensure that all residents contribute equitably to waste management efforts, supporting sustainability initiatives within the Shire.

Service	2024-25	2025-2026	Change	Change %
Domestic Waste - 3 bin service	\$ 560.00	\$599.00	\$39.00	7%
Waste Management & Rural Waste Management - 2 bin service	\$425.00	\$ 456.00	\$31.00	7%
Rural Domestic - 2 bin service	\$425.00	\$ 456.00	\$31.00	7%



Service	2024-25	2025-2026	Change	Change %
Additional Red	\$125.00	\$ 145.00	\$20.00	16%
Additional Yellow	\$98.00	\$ 115.00	\$17.00	17%
Additional Green	\$80.00	\$ 100.00	\$20.00	25%
Waste availability - Vacant land	\$127.00	\$ 135.00	\$8.00	6%
Weekly Domestic	\$100.00	\$ 160.00	\$60.00	60%
Weekly Business	\$100.00	\$ 160.00	\$60.00	60%
Upsize Domestic	\$266.00	\$ 180.00	-\$86.00	-32%
Upsize Business	\$266.00	\$ 180.00	-\$86.00	-32%

Sewer Charges

Proposed sewer service availability charges are designed to cover the costs associated with providing sewerage services, maintaining infrastructure, and ensuring compliance with environmental regulations. These charges will see an increase of 4%.

Proposed Sewer Charges and previous year

2024-25 Tariff	Service	Proposed Tariff 2025-26
\$1,076.00	Residential sewer charge	\$1,119.00
\$ 419.00	Availability Charge Vacant/Base Non-Res Sewer Charge	\$ 436.00

These proposed changes to water charges, tariffs, domestic waste management fees, and sewer are designed to support the financial sustainability of Muswellbrook Shire Council while encouraging responsible usage among residents and businesses. The adjustments reflect rising operational costs and align with the Council's commitment to providing high-quality, affordable services to the community.

Budget

The DRAFT 2025/26 Budget Estimates outline the projected operating and capital income and expenditure for the 2025/26 financial year. The development of the DRAFT Budget Estimates has been a collaborative process involving input from Councillors, staff across all levels of Council, and a range of other stakeholders.

In accordance with Council's Financial Management Policy, Council has prepared a DRAFT 2025/26 Budget with a minimum of a break-even bottom line in each of the four Funds.

The General Fund has a break-even bottom line. The Water and Sewer Funds show small surpluses to help build reserves for future infrastructure investment and contingency. The Future Fund shows a surplus in line with its objectives.

Preparation and adoption of a sustainable budget is critical to the appropriate management of



Council's resources.

Fees and Charges

The Fees & Charges schedule outlines the various amounts Council will levy in a financial year for specific services provided. The draft 2025/2026 Fees & Charges schedule has been reviewed and updated to reflect changes in underlying costs and the range of services Council provides to the community. Council officers have engaged in extensive analysis and consultation in preparing the 2025/26 Fees & Charges schedule

FINANCIAL CONSIDERATIONS

As outlined in the annual budgets.

POLICY IMPLICATIONS

Nil identified.

STATUTORY / LEGISLATIVE IMPLICATIONS

Section 405 of the Local Government Act 1993 details Council's obligations to prepare an Operational plan that is adopted before the beginning of each year, detailing the activities to be engaged in by the council during the year as part of the delivery program covering that year, which includes a statement of the council's revenue policy for the year covered by the operational plan.

The Draft Operational Plan (including Budget, Revenue Policy, and Fees and Charges Report) must be placed on public exhibition for a period of at least 28 days. During the period of public exhibition, the council must have for inspection at its office (and at such other places as it may determine) a map that shows those parts of its area to which each category and sub-category of the ordinary rate and each special rate included in the draft operational plan applies.

RISK MANAGEMENT IMPLICATIONS

Nil identified.

COMMUNITY CONSULTATION / COMMUNICATIONS

Consultation aligns with the adopted Community Engagement and Participation Plan.

Operational Plan 2025-2026



muswellbrook.nsw.gov.au





Acknowledgement of Country

Muswellbrook Shire Council would like to respectfully acknowledge the local Aboriginal People who are the Traditional Owners and Custodians of the land.

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Message from the Mayor



It's Council's pleasure to present and endorse Muswellbrook Shire Council's Operational Plan – the next step in turning what we've agreed we need as a community into real, measurable outcomes.

Whereas Council's Delivery Program sets the long-term direction, this Operational Plan lays out the detailed work we'll do in the next 12 months to bring those goals to life.

It's a clear, practical guide for how Council will deliver services and plan for the future of our community. This is the business end of achieving the community's vision – the projects, budgets and timelines that turn ideas into action.

Whether it's improving roads and footpaths, enhancing our parks and public spaces, supporting local business or delivering community services, this plan shows how we're making progress towards that vision. We know the needs of our community are changing and we're committed to staying responsive and transparent.

This Operational Plan reflects the conversations we've had with residents, business and stakeholders across the Shire – and it's backed by the values and priorities you've told us matter most. It's also a commitment to accountability, delivering on what we have said we will do.

With every action in the Plan, we're making a pledge to deliver – and to report back honestly on how we're tracking. As always, thank you for your support and engagement. Your voice shapes the way forward. Together, we're not just planning for the future – we're getting on with the job of building it. Let's make it a year of meaningful progress for Muswellbrook.

Councillor Jeff Drayton
Mayor
Muswellbrook Shire Council

Message from the General Manager



The Operational Plan is where strategy meets delivery – and I'm proud to present this year's plan as a clear, practical guide to the work Council will undertake to serve our community.

The Plan represents our commitment to realising the objectives of the Delivery Program into specific actions, budgets and responsibilities – ensuring that every day, Council staff are focused on delivering services and projects that make a difference for you.

Our team is committed to delivering reliable core services while also tackling the opportunities and challenges that come with growth and change. This year's Operational Plan includes targeted investments in infrastructure, community programs, environmental initiatives, and economic development – all designed to improve your quality of life in Muswellbrook Shire.

Crucially, this Plan is underpinned by strong governance and financial sustainability. Each initiative is resourced and tracked, with performance indicators that help us measure our progress and keep you, the community, informed.

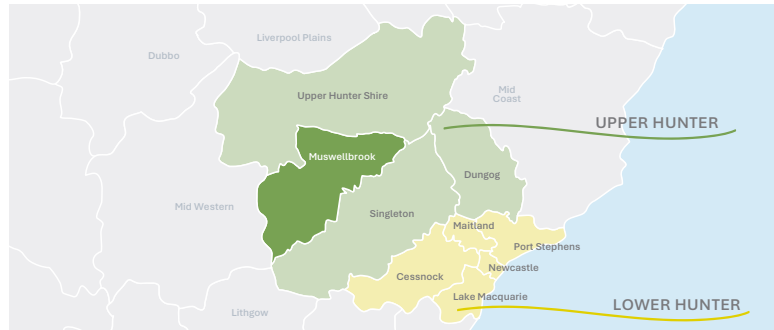
We continue to operate in a dynamic environment – one that demands flexibility, collaboration and a clear focus on long-term value. Across all areas of Council, our teams work hard to deliver with professionalism, responsiveness and care.

This Operational Plan reflects the trust you place in Council to manage your resources wisely and work towards a shared vision.

We take that seriously, and we're committed to working with you, and for you, for our community to thrive.

Derek Finnigan
General Manager
Muswellbrook Shire Council

Our Shire



Muswellbrook Shire is home to more than 16,500 residents, our community is young and hardworking, we are proud of our history in mining and energy generation and are surrounded by magical landscapes that have been the backdrop of indigenous stories for millions of years.

There's a steady resilience here. For generations, our communities have worked the land and the seams below, powering the country and funding the nation. Muswellbrook and the Hunter Region is at the forefront of global change, as the world shifts, Muswellbrook is too – exploring diverse investments, technologies, smart agriculture and new industries.

We are building on what we know, are doing things our way and doing them better together.

We love our sport, equine pursuits and viticulture and are the birth place of the Australian Cattle Dog. Our local producers are trailblazers, founded in our agricultural roots and growing our tourism potential.

Council is investing in our community's future, progressing opportunities to build economic resilience and create jobs. We have made a significant investments in projects which will inspire future generations, prepare business for new opportunities and leverage our lifestyle advantages.

Council is focused on improving liveability and our natural advantages. Muswellbrook Shire offers a comparatively affordable lifestyle with diverse housing options from in-town living to lifestyle properties.

regional sporting and recreational facilities with the Muswellbrook Aquatic Centre and redevelopment of Olympic Park as well as world-class cultural assets like the Muswellbrook Regional Art Gallery, Hunter Conservatorium of Music and the soon to be built Regional Entertainment Centre.

We are supporting the growth of Denman as a residential and tourist destination, creating new housing developments and developing the Denman Tourist Park.

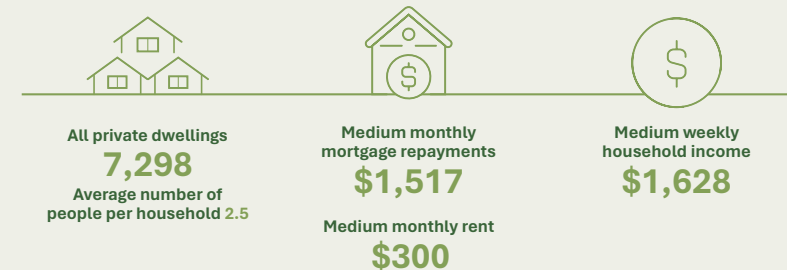
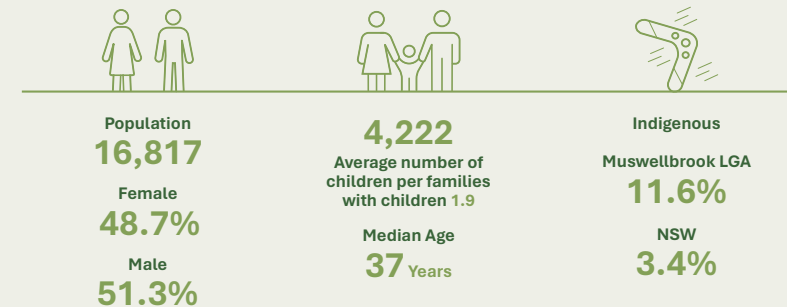
Council is ensuring all members of our community have improved access to health care, transportation, services, education and housing to improve their quality of life and opportunity.

Muswellbrook Shire faces the future without forgetting the story of this place we cherish. Being part of our community means respecting where we have come from, our people and buying into a future built together.



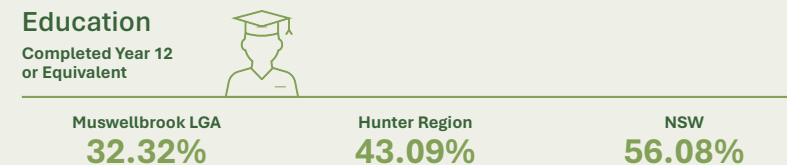
At a Glance

Population Profile



Education

Completed Year 12
or Equivalent



Data taken from 2021 Muswellbrook, Census All persons QuickStats | Australian Bureau of Statistics

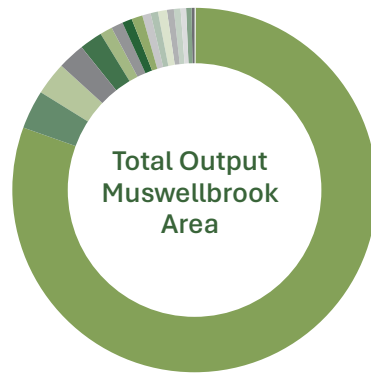
Economic Output



Total Output in the area is estimated at
\$13,501.59m



Total Employment in the area is estimated at
11,341 jobs



Industry Sector	\$M
Mining	\$9,260.18
Electricity, Gas, Water & Waste Services	\$1,602.49
Construction	\$469.48
Manufacturing	\$401.06
Rental, Hiring & Real Estate Services	\$314.66
Agriculture, Forestry & Fishing	\$266.73
Health Care & Social Assistance	\$159.16
Public Administration & Safety	\$142.24
Wholesale Trade	\$113.04
Transport, Postal & Warehousing	\$110.97
Administrative & Support Services	\$107.09
Other Services	\$101.81
Retail Trade	\$101.60
Education & Training	\$93.98
Professional, Scientific & Technical Services	\$86.56
Accommodation & Food Services	\$71.83
Financial & Insurance Services	\$52.41
Information Media & Telecommunications	\$27.92
Arts & Recreation Services	\$18.39
Total	13501.598



Our Council

The Governing Body of the Council consists of twelve (12) councillors elected for four years. The Mayor of Muswellbrook Shire Council and the Deputy Mayor are elected by Councillors every two years.

The Mayor holds a number of Council delegations and some statutory responsibilities to make determinations on behalf of the Governing Body of the Council between Council meetings. The Mayor is responsible to the Governing Body for the determinations he or she makes.



Back row (left to right): Cr Darryl Marshall, Cr Rod Scholes, Cr David Hartley, Cr Graeme McNeill, Cr Max Morris, Cr Clare Bailey, Cr Rohit Mahajan
Front Row (left to right): Cr Stephen Ward, Cr Louise Dunn, Mayor Jeff Drayton, Deputy Mayor De-anne Douglas OAM, Cr Amanda Barry

Executive Leadership Team



Derek Finnigan MBA
General Manager

Derek was appointed as General Manager in March 2023 after serving in a variety of roles with Council, including as Deputy General Manager, over a career spanning more than 30 years, focusing primarily on infrastructure services and operational sustainability. Derek has a profound commitment to working positively with the community, Council, and colleagues to ensure Council's financial sustainability, the Shire's economic growth, prosperity, and environmental health, and to continue to improve and promote Muswellbrook Shire as a wonderful place to live, work, and play.



Shaelee Richards
Director Community and Economy

Shaelee has 25 years' experience in local government in Queensland and NSW. She is focused on delivering economic and community development outcomes for the Shire and brings to the role diverse skills in infrastructure, industrial and urban precinct development, investment and business attraction, jobs growth and diversification strategies



Josh Hogan
Chief Financial Officer

Josh leads Council's Financial Services team, leveraging extensive experience garnered from diverse industries in Australia and internationally. As a Certified Practising Accountant with a Master's in Accounting and a Bachelor's in Forensic and Analytical Chemistry, his interdisciplinary expertise informs strategic financial management across sectors.



Alexandra Hathway
Legal Counsel

Alexandra is an accomplished solicitor with extensive experience in both private practice and government sectors. Admitted to practice law in the Supreme Court of New South Wales, Alexandra holds a Bachelor of Laws and a Bachelor of Psychological Science. With a deep commitment to community service, Alexandra has volunteered at various free community legal centres, offering legal advice and support to those in need.



Matthew Lysaught
Director Infrastructure and Property

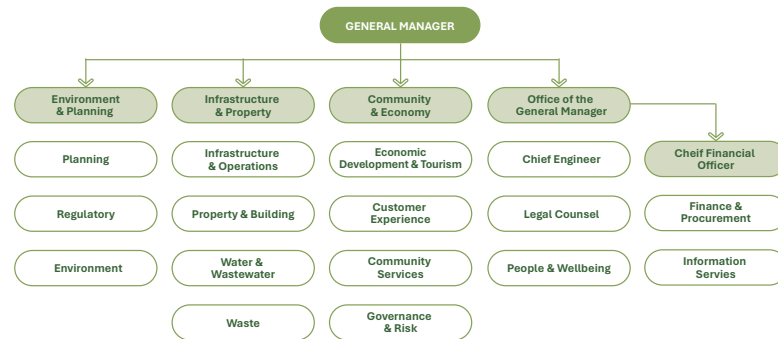
Matthew joined Council in 2011 and is responsible for Council's Infrastructure and Property directorate which includes Council's asset and operational teams. He works with a dedicated team responsible for the management, renewal, and construction of community assets, maintenance and operations. Matthew has a Bachelor of Economics, graduate and postgraduate degrees in visual arts, and qualifications in Property Services.



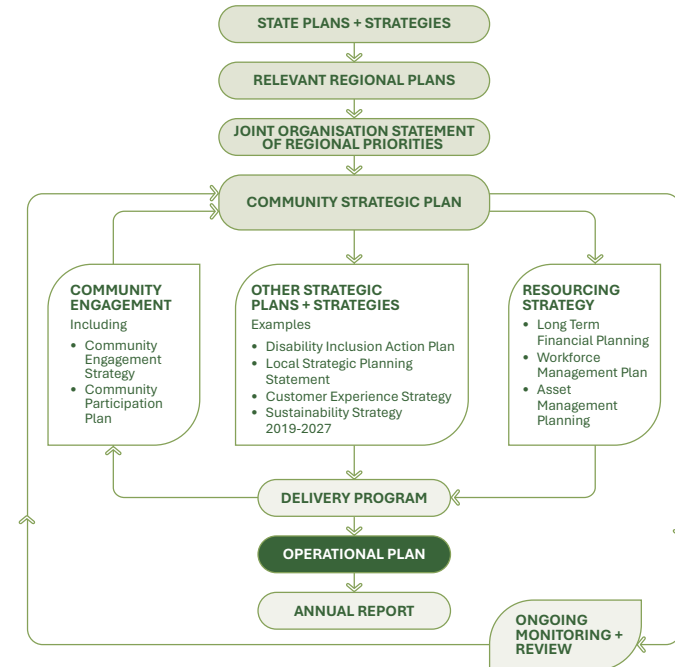
Sharon Pope PSM
Director Environment and Planning

Sharon is a Fellow of the Planning Institute of Australia, has a degree in Urban and Regional Planning and has vast experience in Local Government having started her career as a Trainee Town Planner at Greater Taree City Council. Her broad range of experience in strategic land use planning, the development assessment process and community collaboration makes her an invaluable member of Muswellbrook Shire Council leadership team.

Organisational Structure



Integrated Planning & Reporting Framework



Community Strategic Plan

The Community Strategic Plan provides a strong base for long-term planning for both Council and the community.

The Plan includes a shared vision for the future, connecting the community's goals with Council's decisions over the next 10 years. It will guide Council's plans, strategies, and policies, such as the Resourcing Strategy, Delivery Program and Operational Plan, this community vision will also be shared with other agencies, government departments, and stakeholders to help guide their long-term planning.

Resourcing Strategy

The Resourcing Strategy is reviewed every year. It shows the time, money, assets and people needed in the long term to achieve the community's aspirations in the Community Strategic Plan. It consists of three components:

- Long-term Financial Plan (10 year)
- Asset Management Plan (10 year)
- Workforce Management Plan (4 year)
- Delivery Program (4 year)

Delivery Program

The Delivery Program is a 4-year plan that matches the term of the elected Council. It is based on the Community Strategic Plan and the Resourcing Strategy and outlines what can be achieved during the Council's term. The program is reviewed every year to make sure it still aligns with the community's aspirations.

Operational Plan (annual)

The Operational Plan lists the actions Council will take each year to achieve the priorities in the 4-year Delivery Program. It also shows how each priority will be funded. Council staff give regular updates to the elected Council on how the plan is progressing.

The Operational Plan is the annual plan that details the Councillor approved and budgeted actions to be undertaken by Council Staff, under the direction of the General Manager, in a particular financial year.

Via a community engagement process, the community tells the Councillors what they want for the future of the Shire, the Councillors listen to and consider the community's concerns and aspirations, determine the

priority outcomes and set the direction for the General Manager and Council Staff for their elected term in office.

All actions detailed in the Muswellbrook Shire Council 2025-2026 Operational Plan link to an objective described in the Muswellbrook Shire Council 2025-2029 Delivery Program, which in turn link to an aspiration listed in the Muswellbrook Shire 2025-2035 Community Strategic Plan.

Where the Delivery Program outlines the objectives that Council undertakes over the elected term in pursuit of the community's agenda articulated in the Community Strategic Plan, the Operational Plan details the individual actions that Council will undertake within the financial year.

Councillors monitor the implementation of Council's actions and activities via regular reports and, each year, Council reports to the community about Council's progress via the Annual Report.

Council's Integrated Planning and Reporting documents are available on Council's website at:

www.muswellbrook.nsw.gov.au/council-integrated-planning-overview/

Council's Role and Services

Council plays an important role in providing services, building infrastructure and managing regulations for our community. The decisions we make at the local level directly affect life in our Shire.

We deliver everyday services like bin collection, fixing local roads and running public swimming pools in Denman and Muswellbrook. We also manage key utilities, such as water and sewer systems, across the Shire (only 89 out of 128 councils in NSW provide water services).

In addition to essential services, Council supports culture and community activities. We run facilities like the Regional Art Centre, Denman Memorial Hall and local libraries, we also organise events for residents and visitors, like the Rock'n the Brook and partnering with Community events such as Denman Food, Wine and Film Festival.

Council also, drives policy change, influences decisions and plans for our community's future through land use planning and preparing for new industries.

Council works with local businesses, key stakeholders, governments, and community groups to meet the needs of our community. We will deliver the objectives in this delivery program by:



Delivering

When Council directly manages an asset, infrastructure, or program, we can meet community needs using our own operating budget and resources.



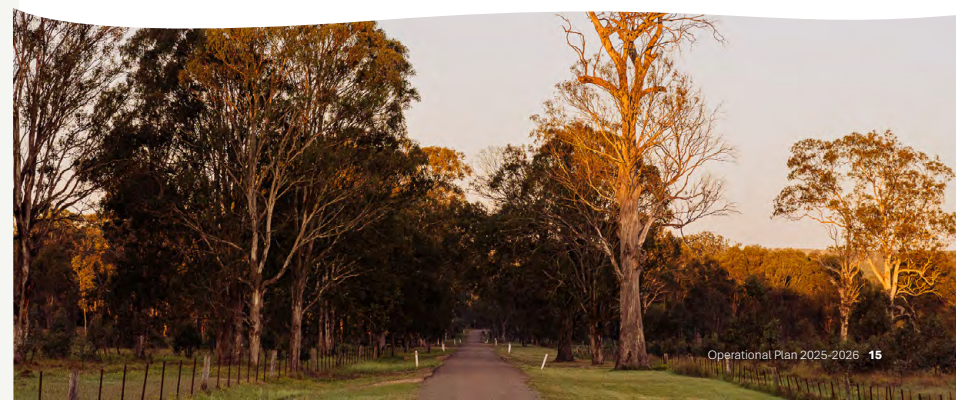
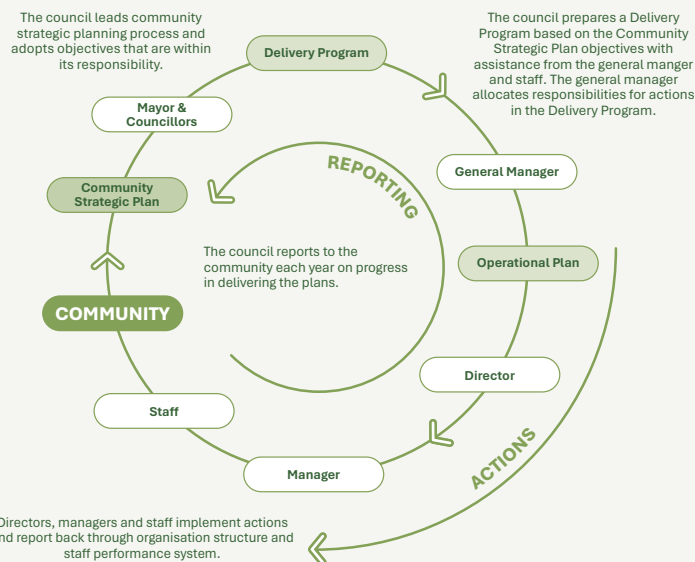
Partnering and collaborating

When Council doesn't have control over things like emergency services, we will form partnerships, seek support, or work with other organisations and providers to help achieve results.



Advocating

Council can speak up for our community to ask for more funding or better outcomes for things like public transport or health care services.



United Nations Sustainable Development Goals

The United Nations Sustainable Development Goals are 17 goals created in 2015 to help solve global problems and build a better future for everyone by 2030. These goals focus on challenges like poverty, education, clean energy, and protecting the planet.

In this plan, we show how our community goals match the Sustainable Development Goals and how Council will work towards these goals. This helps both Council and the community understand their role in making a difference, not just in our Shire but as part of a bigger, global effort.



How to read the Operational Plan

Community Strategic Plan Aspiration
These are the long term aspirations for our LGA. Where we want to be in 10 years time

Operational Plan Action
These are the actions we are planning to undertake annually to achieve our objectives.

Measure & Source
This describes how Council is going to achieve the actions outlined in the plan

Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action	Primary Responsibility	Measure & Source
2.1 Provide and maintain local transport infrastructure, including roads and footpaths to allow safe and easy movement around	2.1.1 Provide and maintain safe, cost effective and fit for purpose transport infrastructure	2.1.1.1 Deliver annual transport operational and capital works programs	Infrastructure and Property	<ul style="list-style-type: none"> i) Develop and implement an endorsed capital works program ii) Conduct asset inspections in accordance with the asset management plans iii) Conduct regular maintenance inspections to identify maintenance defects and prioritise corrective actions based on risk
2.2 Advocate for effective public transport networks and transport planning to ensure infrastructure meets community need	2.2.1 Increase access to public transport options in and around the LGA	2.2.1.1 Construct and install bus shelters across the Shire	Infrastructure and Property	<ul style="list-style-type: none"> i) Finalise the review of the Walk and Cycle Plan to inform the development of an Active Transport Plan that aligns with the NSW Active Transport requirements ii) Report the Active Transport Plan to Council for adoption iii) Continue to implement the prioritised Walk and Cycle Plan actions iv) Commence construction of a connecting footpath from Macwellbrook CBD to Searge
2.3 Manage increasing transport demands on our roads to ensure the community has safe and prioritised access	2.3.1 Participate in planning and decision making to manage investment and ensure our communities needs are prioritised	2.3.1.1 Advocate and collaborate with Transport NSW to facilitate better outcomes for our Shire	Infrastructure and Property	<ul style="list-style-type: none"> i) Advocate for funding for the central link road to the Macwellbrook Bypass ii) Work with Transport for NSW to increase Bengalla Link Road and Wylong Road West as State Roads iii) Deliver an upgrade to Wylong Road as part of the NSW Infrastructure Betterment Funding Scheme iv) Implement actions from the Thomas Mitchell Drive contributions plan
2.4 Advocate and provide services and facilities expected of a regional centre	2.4.1 Deliver, maintain and enhance education, transport, sport, entertainment and recreation facilities	2.4.1.1 Provide infrastructure and resources to implement a 24 Hour Gym and outdoor Gym space	Community and Economy	Business Case developed and resourced
		2.4.1.2 Construct the new Macwellbrook Youth Venue	Infrastructure and Property	Construct and handover the Macwellbrook Youth Venues to Upper Hunter Youth Services
		2.4.1.3 Carry out this staged delivery of Olympic Park Precinct Master Plan	Infrastructure and Property	<ul style="list-style-type: none"> i) Commence the procurement process for construction of the Olympic Park grandstand and field improvements ii) Construct new water main from Ball Street to Wilkinson Avenue
		2.4.1.4 Carry out this staged delivery of the Macwellbrook Town Centre Precinct Master Plan	Infrastructure and Property	<ul style="list-style-type: none"> i) Submit the Development Application for the remaining buildings to be demolished ii) Finalise design and complete the Development Application for the Regional Entertainment Centre iii) Finalise design for stormwater and precinct car parking iv) Consultative into within the precinct for delivery of the master plan
		2.4.1.5 Deliver prioritised and funded recommendations of the Recreational Needs and Management Study	Infrastructure and Property	Deliver funded recommendations of the Recreational Needs and Management Study
	2.4.2 Ensure regional and state plans acknowledge Macwellbrook as a Regional Centre	2.4.2.1 Advocate for local and sub-regional and water priorities to be included in NSW and Hunter Regional Strategies	Infrastructure and Property	Collaborate with NSW Department of Climate Change, Energy, the Environment and Water (DCCEEW) to reviewing water allocation
		2.4.2.2 Ensure Council's Planning land use strategies, policies and plans reflect the Shire's status as a regional centre	Environment and Planning	The Macwellbrook Shire Local Strategic Planning Statement is updated to include recommendations from the Hunter Region Plan, Macwellbrook Shire Local Housing Strategy and Upper Hunter Employment Land Use Strategy



Vision

**Our Shire is powered
by opportunity, with
space to grow and shape
a thriving future.**



18 Muswellbrook Shire Council

Themes



We are a...
strong community



We are a...
regional centre



We are a...
thriving economy



We are a...
great place to live



We are...
working together

Operational Plan 2025-2026 19



We are a... strong community



























Community Outcome

Our community contributes to community life,
is safe and has access to services and facilities.



























SUSTAINABLE
DEVELOPMENT **GOALS**



Community Strategic Plan Aspiration	Delivery Plan Objective		Operational Plan Action	Primary Responsibility	Measure & Source	
1.1 Deliver services to improve community health and inclusion at all stages of life   	1.1.1 Deliver a diverse range of social, recreational and educational programs and assistance to encourage community participation and a healthy lifestyle		1.1.1.1 Provide access to programs and technology to increase digital participation which reduces social isolation	Community and Economy	i) Number of initiatives relating to inclusion ii) Library program, event and exhibition attendance iii) Visits to Library physical service points iv) Number of Home Library Service items/members	
			1.1.1.2 Deliver exhibitions and programs that support engagement with the arts	Community and Economy	Number of exhibitions and programs delivered	
			1.1.1.3 Develop and implement a conservation program for the collection of works of art	Community and Economy	Number of works assessed, documented, and conserved	
			1.1.1.4 Deliver modern, community-responsive Library collections in line with recommendations and standards from the State Library New South Wales	Community and Economy	i) Number of Physical & Digital Loans ii) Number of new collection items added iii) Number of Community collection suggestions ordered	
	1.1.2 Provide opportunities to participate in community life and feel a part of the community		1.1.2.1 Deliver the Welcome Experience Program	Community and Economy	i) Number of essential workers attracted to the region ii) Meeting the requirements of the funding agreement	
			1.1.2.2 Deliver a program of activities which increase the utilisation of the aquatic centres	Community and Economy	i) Number of participants in programs and users at the Centre(s) ii) Number of Members	
			1.1.2.3 Implement the prioritised actions identified in the Disability Inclusion Action Plan (DIAP)	Community and Economy	Delivery of actions identified in the Disability Inclusion Action Plan	
			1.1.2.4 Deliver a range of targeted community events and activities	Community and Economy	Delivery of targeted events such as Youth Week activities, Seniors Festival Brochure etc	
1.2 Advocate and collaborate with government and private partners to improve services relating to health with a strong focus on aged care, mental health and maternity services 	1.2.1 Advance health services suitable for a Regional centre		1.2.1.1 Advocate for the State Government to provide a level of health care service to the community in line with a regional Hospital	Community and Economy	Advocate to State Government	
			1.2.1.2 Advocate for funding for Domestic Family and Sexual Violence support services	Community and Economy	Funding opportunities investigated	
1.3 Deliver programs, campaigns, facilities and infrastructure which improve community safety  	1.3.1 Design and manage public spaces to ensure people feel safe and welcome		1.3.1.1 Commence construction of the Pocket Park in the Muswellbrook Town Centre	Infrastructure and Property	Construction procurement process commenced	
			1.3.1.2 Review and maintain Precinct Service Levels Document for Parks & Reserves	Infrastructure and Property	i) Document reviewed and finalised ii) Periodic inspections conducted	
			1.3.1.3 Implement funded infrastructure priorities of the Wollombi Precinct Master Plan	Infrastructure and Property	Develop a staged delivery plan for infrastructure priorities of the Wollombi Precinct Master Plan	
	1.3.2 Review and enforce council policies to enhance community safety and ensure compliance		1.3.2.1 Undertake regulatory compliance required by legislation and achieve agreed service levels	Infrastructure and Property	i) Swimming Pool Safety Fence inspections are carried out in response to applications or complaints ii) All food shops are inspected on an annual basis iii) Regulatory requirements governing companion animals are implemented and incidents are promptly investigated iv) Illegal dumping is monitored and complaints are promptly investigated v) Inspections of new construction are under taken in accordance with legislation	
			1.3.2.2 Manage trade waste efficiently and safely, complying with environmental regulations, and protecting infrastructure	Infrastructure and Property	Review currency of Liquid Trade Waste Agreements and prioritise actions	

Our role:  Delivering  Partnering and collaborating  Advocating

Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action	Primary Responsibility	Measure & Source
1.4 Provide and support events and activities to encourage community pride and connection  	1.4.1 Grow the region as a vibrant events and visitor destination  	1.4.1.1 Deliver a range of Council events and activities which attract people to the shire	Community and Economy	Track and report on attendance, marketing reach and economic impact for Council-led events 
		1.4.1.2 Partner with and support event organisers to grow and attract events	Community and Economy	i) Report on the total number of external events supported through sponsorship funding, in-kind contributions, or promotional assistance ii) obtain a post-event report for sponsorship and community grant recipients iii) Monitor and report on the number of new events secured 
1.5 Celebrate our culture and heritage by showcasing and preserving our history  	1.5.1 Recognise, protect and celebrate our heritage 	1.5.1.1 Commence refurbishment of Loxton House	Infrastructure and Property	Construction procurement process commenced 
		1.5.1.2 Celebrate local heritage through planning, design and delivery of improvements	Infrastructure and Property	Include preservation of local heritage in design and Undertake comprehensive heritage assessments for related projects 
		1.5.1.3 Deliver the Local Heritage Assistance Fund Grant Program	Infrastructure and Property	Make Local Heritage Grants available to owners of heritage listed properties 
	1.5.2 Celebrate and recognise our local Indigenous culture  	1.5.2.1 Engage with the Indigenous Community to develop an inclusive consultation and engagement approach	Community and Economy	Engagement and consultation approach endorsed by Council, and then implemented 
1.6 Develop programs to support the community and increase participation. enhance the capacity of volunteers and volunteer organisations  	1.6.1 Increase Volunteer participation to create community resilience and connection 	1.6.1.1 Increase Volunteer participation to create community resilience and connection	Community and Economy	Options presented to Council to increase volunteerism  
	1.6.2 Provide access to community grants and in-kind support to support the community. 	1.6.2.1 Manage the Community grants program and sponsorship requests	Community and Economy	i) Community grants provided in accordance with the policy ii) Sponsorship policy updated and provided in accordance with the policy 

Our role:  Delivering  Partnering and collaborating  Advocating



We are a... **regional centre**




























Community Outcome



Our community has access to regional services, infrastructure and facilities.




















**SUSTAINABLE
DEVELOPMENT GOALS**



Community Strategic Plan Aspiration	Delivery Plan Objective		Operational Plan Action	Primary Responsibility	Measure & Source	
2.1 Provide and maintain local transport infrastructure, including roads and footpaths to allow safe and easy movement around 	2.1.1 Provide and maintain safe, cost effective and fit for purpose transport infrastructure		2.1.1.1 Deliver annual transport operational and capital works programs	Infrastructure and Property	i) Develop and implement an endorsed capital works program ii) Conduct asset inspections in accordance with the asset management plans iii) Conduct regular maintenance inspections to identify maintenance defects and prioritise corrective actions based on a risk	
	2.1.2 Improve and promote active travel connections and opportunities		2.1.2.1 Develop Active Transport Plan and implement prioritised actions	Infrastructure and Property	i) Finalise the review of the Walk and Cycle Plan to inform the development of an Active Transport Plan that aligns with the NSW Active Transport requirements ii) Report the Active Transport Plan to Council for adoption iii) Continue to implement the prioritised Walk and Cycle Plan actions iv) Commence construction of a connecting footpath from Muswellbrook CBD to Tarinpa	
2.2 Advocate for effective public transport networks and transport planning to ensure infrastructure meets community need 	2.2.1 Increase access to public transport options in and around the LGA	 	2.2.1.1 Construct and install bus shelters across the Shire	Infrastructure and Property	i) Install prioritised bus shelters in Muswellbrook and Sandy Hollow	
2.3 Manage increasing transport demands on our roads to ensure the community has safe and prioritised access 	2.3.1 Participate in planning and decision making to leverage investment and ensure our communities needs are prioritised	 	2.3.1.1 Advocate and collaborate with Transport for NSW to facilitate required outcomes for our Shire	Infrastructure and Property	i) Advocate for funding for the central link road to the Muswellbrook Bypass ii) Work with Transport for NSW to reclassify Bengalla Link Road and Wybong Road West as State Roads iii) Deliver an upgrade to Wybong Road as part of the NSW Infrastructure Betterment Funding Deed iii) Implement actions from the Thomas Mitchell Drive contributions plan	
			2.3.1.2 Work with industry and third parties to facilitate changes and impacts to the road network	Infrastructure and Property	i) Process section 138 and Oversize and/or Overmass vehicles applications and report on numbers processed	
2.4 Advocate and provide services and facilities expected of a regional centre  	2.4.1 Deliver, maintain and enhance Council owned facilities		2.4.1.1 Provide infrastructure and resources to implement a 24 Hour Gym and outdoor Gym space	Community and Economy	Business Case developed and resourced	
			2.4.1.2 Construct the new Muswellbrook Youth Venue	Infrastructure and Property	Construct and handover the Muswellbrook Youth Venue to Upper Hunter Youth Services	
			2.4.1.3 Carry out the staged delivery of Olympic Park Precinct Master Plan	Infrastructure and Property	i) Commence the procurement process for construction of the Olympic Park grandstand and field improvements ii) Construct new water main from Bell Street to Wilkinson Avenue	
			2.4.1.4 Carry out the staged delivery of the Muswellbrook Town Centre Precinct Master Plan	Infrastructure and Property	i) Submit the Development Application for the remaining buildings to be demolished ii) Finalise design and complete the Development Application for the Regional Entertainment Centre iii) Finalise design for stormwater and precinct car parking iv) Consolidate lots within the precinct for delivery of the master plan	
			2.4.1.5 Deliver prioritised and funded recommendations of the Recreational Needs and Management Study	Infrastructure and Property	i) Deliver funded recommendations of the Recreational Needs and Management Study	
			2.4.1.6 Seek planning approval for the construction of the Community Infrastructure Depot	Infrastructure and Property	Package of early works is prepared by December 2025	
	2.4.2 Ensure regional and state plans acknowledge Muswellbrook as a Regional Centre	 	2.4.2.1 Advocate for local and sub-regional and water priorities to be included in NSW and Hunter Regional Strategies	Infrastructure and Property	Collaborate with NSW Department of Climate Change, Energy, the Environment and Water (DCCEEW) in reviewing water strategies	
			2.4.2.2 Ensure Council's Planning land use strategies, policies and plans reflect the Shire's status as a regional centre	Environment and Planning	i) The Muswellbrook Shire Local Strategic Planning Statement is updated to include recommendations from the Hunter Region Plan, Muswellbrook Shire Local Housing Strategy and Upper Hunter Employment Lands Strategy	

Our role:  Delivering  Partnering and collaborating  Advocating

Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action	Primary Responsibility	Measure & Source
2.5 Provide well-maintain accessible sport, leisure and recreational infrastructure and facilities 	2.5.1 Manage existing community facilities to meet the needs of the community 	2.5.1.1 Monitor and service buildings and facilities to ensure suitability and accessibility	Infrastructure and Property	i) Periodic inspections based on hierarchy of assets and tasks prioritised ii) Periodic performance review for contractors iii) Prioritise funded actions from the Accessibility Audit iv) Develop and implement an endorsed capital works program 
		2.5.1.2 Manage program of continual review of buildings and recreation asset data to inform maintenance, capital programs, and asset management plans.	Infrastructure and Property	i) Asset data for buildings and recreation assets is current ii) Conduct external valuation of other structures and land improvements iii) Report contingency plans for critical infrastructure 
2.6 Advocate and collaborate with government and educational providers to expand access to education opportunities which allow students to study locally  	2.6.1 Improve the availability and access to educational opportunities  	2.6.1.1 Work with educational providers to improve access to educational opportunities within the Shire	Community and Economy	Increase access to education opportunities for the community 
		2.6.1.2 Deliver the Art Gallery Café Training Centre in partnership with key stakeholders	Community and Economy	i) Finalise funding arrangement ii) Art Gallery Cafe operational and training courses provided to the community  
		2.6.1.3 Deliver the STEM Program	Community and Economy	STEM program outcomes collected and reported to Council 
		2.6.1.4 Manage Sam Adams College student accommodation to support local tertiary education delivery	Infrastructure and Property	Measure and report to Council on occupancy and reasons for stay  
		2.6.1.5 Seek full occupancy of the Tertiary Education Centre to support education services, research, and innovation delivery	Infrastructure and Property	Target leasing opportunities to attract education service providers, research and development organisations, and innovators 

Our role:  Delivering  Partnering and collaborating  Advocating



We are a... **thriving economy**

Community Outcome

Our community has opportunities for employment, business and training and we drive investment into our economy to benefit our community.



**SUSTAINABLE
DEVELOPMENT GOALS**

4 QUALITY
EDUCATION



7 AFFORDABLE AND
CLEAN ENERGY

























8 DECENT WORK AND
ECONOMIC GROWTH















9 INDUSTRY, INNOVATION
AND INFRASTRUCTURE



Community Strategic Plan Aspiration	Delivery Plan Objective		Operational Plan Action	Primary Responsibility	Measure & Source	
3.1 Lead the diversification of the local economy, including attracting new industry and businesses  	3.1.1 Retain our workforce and grow employment opportunities by attracting new industry and investment		3.1.1.1 Deliver the Economic and Social Impact Assessment	Community and Economy	Report endorsed by Council	
			3.1.1.2 Work with Invest NSW and other government departments to attract new industry and investment	Community and Economy	Prospectus Developed Investment Attraction Activities conducted	
3.2 Support businesses to grow and prepare for the opportunities of the future  	3.2.1 Provide a range of programs and facilities to assist business to diversify and grow	 	3.2.1.1 Deliver the Economic Development Strategy and Action Plan	Community and Economy	Strategy endorsed by Council	
			3.2.1.2 Work with local businesses to improve capability and access new supply chain opportunities	Community and Economy	i) Annual 'Doing business with Council' workshops facilitated ii) Apply for grants to deliver programs to support local businesses	
			3.2.1.3 Target leasing opportunities at local commercial properties to meet market gaps	Infrastructure and Property	Annually measure occupancy, and tenancy mix against market benchmarks	
			3.2.1.4 Planning policies and planning controls are reviewed to generate new employment activity	Environment and Planning	i) Funded actions of the Upper Hunter Employment Lands Strategy are completed ii) identify new industrial land, and adjust planning controls to enable new industrial development in the vicinity of Muswellbrook and the Thomas Mitchell Drive Industrial Area (Pilot Project) iii) Muswellbrook LEP 2009 and Muswellbrook DCP 2009 are reviewed and updated to ensure planning controls are not a barrier to new employment activity	
3.3 Support the growth of tourism, a diverse retail and hospitality offering and a vibrant nightlife  	3.3.1 Support the growth of the Tourism Industry		3.3.1.1 Develop a Destination Management Plan	Community and Economy	i) Development of the Destination Management Plan commenced ii) Collect tourism data to inform decision making	
			3.3.1.2 Investigate options for delivering an improved visitor information centre offering	Community and Economy	Report presented to Council on options for visitor information centre	
			3.3.1.3 Implementation of the Upper Hunter Regional Brand	Community and Economy	Plan for the implementation of the brand endorsed by Council	
	3.3.2 Activate the Muswellbrook Town Centre		3.3.2.1 Increase occupancy and activation of the public spaces in the town centre	Community and Economy	i) Increase in building occupancy ii) Wi-Fi installed iii) number of activations, events and installations	
			3.3.2.2 Deliver curated public art and murals through out the CBD.	Community and Economy	i) Locations of public art and murals identified ii) Engagement of suitable artists and delivery of priorities and funded art	

Our role:  Delivering  Partnering and collaborating  Advocating

Community Strategic Plan Aspiration	Delivery Plan Objective		Operational Plan Action	Primary Responsibility	Measure & Source	
3.4 Collaborate with key stakeholders and government to secure investment and long-term employment 	3.4.1 Work with industry and government to fast-track land use planning and infrastructure to support future industry uses		3.4.1.1 Coordinate with Transport NSW and EnergyCo to support the Port to Renewable Energy Zones (REZ) project	Infrastructure and Property	Ensure local road networks are upgraded as prioritised	
			3.4.1.2 Planning policies and planning controls are reviewed to remove barriers to new uses on land owned by mining companies or energy generating companies	Environment and Planning	i) Land use master planning is progressed for the AGL Macquarie Power Station sites (Bayswater & Liddell) ii) Next stage land use master planning progresses for the former Muswellbrook Coal Mine site iii) Next stage land use planning progresses for the BHP Mt Arthur mine site iv) Next stage land use planning progresses for the former Liddell Coal mine site v) Next stage land use planning commences for the Mangoola mine site	
			3.4.1.3 Advocate on behalf of the community on matters related to State Significant Development and the renewable energy roll-out	Environment and Planning	Report draft submissions on mining and energy related matters to Councillors to ensure community concerns are appropriately captured	
3.5 Provide access to innovation and reskilling for future workforce needs  	3.5.1 Develop and implement initiatives to attract, nurture and retain innovators		3.5.1.1 Manage the MELT contract, increase utilisation and promote outcomes to the community	Community and Economy	i) Quarterly meetings held with the General Manager and reports provided detailing activity in accordance with the contract ii) Increase in utilisation of the centre and promotion of success stories	 
	3.5.2 Increase opportunities for employment, skills and education for all ages	 	3.5.2.1 Investigate opportunities to deliver job re-skilling and training to support new industry growth	Community and Economy	i) Increased utilisation of TEC1 building and Loxton House	 
3.6 Plan for the use of former mining and energy generation land for employment, recreation and environmental purposes  	3.6.1 Deliver improved economic outcomes on mining and energy impacted lands	 	3.6.1.1 Work with AGL to realise employment opportunities through the Hunter Energy Hub	Community and Economy	Undertake investment attraction activities	
			3.6.1.2 Work with Idemitsu to maximize economic opportunities on the Muswellbrook Coal site	Community and Economy	i) regular meetings held with Idemitsu ii) identify and progress opportunities to maximise employment outcomes	
			3.6.1.3 Identify suitable large scale land for intensive agricultural opportunities	Community and Economy	Suitable land identified and discussions held with landowners and proponents	

Our role:  Delivering  Partnering and collaborating  Advocating



We are a... **great place to live**






















Community Outcome




Our community offers a great lifestyle
in a healthy natural environment.

















**SUSTAINABLE
DEVELOPMENT GOALS**



Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action	Primary Responsibility	Measure & Source
4.1 Advocate and facilitate investment in a variety of housing, including affordable housing, to meet the needs of current and future residents 	4.1.1 Implement the Local Housing Strategy that identifies how and where housing will be provided 	4.1.1.1 Identify Council's assets to provide short term accommodation and unlock long term housing opportunities	Infrastructure and Property	Through the Future Fund continue investigation and development of Muswellbrook and Denman sites 
		4.1.1.2 Plan for and manage the impacts of temporary construction workers in the Shire		Develop a Council Policy position on temporary workers accommodation in the Shire
	4.1.2 Streamline planning and development outcomes 	4.2.1.1 Improve administrative processes to streamline the determination of Development Applications	Environment and Planning	i) Collaborate with other councils and the State Government to streamline processes ii) Work with Newcastle City Council to implement relevant parts of their 'Accelerated Development Applications' initiative in Muswellbrook Shire 
4.2 Manage development to protect our natural environment and heritage and be resilient to natural hazards 	4.2.1 Improve the planning and preparedness for natural hazards 	4.2.1.1 Implement prioritised actions from the Flood Risk Management Plan	Infrastructure and Property	i) Seek funding for the design of the Bell Street Levee ii) Closely collaborate with NSW Public Works towards the planning and delivery of upgrades to the Muswellbrook and Denman Levees 
		4.2.1.2 Facilitate the Muswellbrook Local Emergency Management Committee (LEMC)	Infrastructure and Property	i) Participating in the Regional Emergency Management Committee ii) Organise two desktop emergency scenarios for the LEMC to test their plans and procedures iii) Collaborate with emergency services to ensure Council facilities are suitable for requirements iii) Work with the NSW Reconstruction Authority to finalise the draft Pre-Event Recovery Plan 
		4.2.1.3 Mitigate risks of natural hazards impacting Council's critical community infrastructure	Infrastructure and Property	i) Advocate for NSW RFS to conduct a fuel reduction burn-off on adjacent land to the Denman Water Treatment Plant and Denman Transfer Station ii) Undertake annual inspections of Council's critical infrastructure at natural hazard risk for compliance with standards 
4.3 Protect and enhance Council-managed water infrastructure and mitigate environmental and man-made impacts 	4.3.1 Plan for and upgrade our water and waste water infrastructure to support residential and economic expansion 	4.3.1.1 Progress the construction of Denman to Sandy Hollow Water Pipeline (DSHP) project	Infrastructure and Property	Subject to funding progress detailed design of the Denman to Sandy Hollow Water Pipeline, and construction commenced within agreed timeframe 
		4.3.1.2 Progress construction of the new Muswellbrook Sewer Pump Station (SPS) #1	Infrastructure and Property	Construction of Muswellbrook SPS #1 commenced 
		4.3.1.3 Manage program of continual review of water and wastewater asset data to inform maintenance, capital programs, and asset management plans.	Infrastructure and Property	i) Asset data for Water and Wastewater assets is current. ii) Report contingency plans for critical infrastructure. 
		4.3.1.4 Maintain the required water quality testing procedures in accordance with Australian Drinking Water Guidelines and NSW Health requirements	Infrastructure and Property	i) Water quality testing procedures are in Australian Drinking Water Guidelines and NSW Health requirements alignment with NSW Health requirements ii) Training of Water and Wastewater Operators meets position's roles and responsibilities requirements iii) Relevant reports submitted to regulatory bodies in full and within prescribed timeframes iv) Water quality reports published on Council's website for the community v) Council Drinking Water Management System DWMS internally reviewed and a report provided to NSW Public Health 
4.4 Advocate for clean air and an improved natural environment 	4.4.1 Advocate for improved air quality monitoring and reporting 	4.4.1.1 Advocate on behalf of the community on air quality	Infrastructure and Property	i) Monitor air quality ii) participate in regional meetings on air quality iii) make submissions regarding air quality related to new development 
	4.4.2 Provide opportunities to participate in environmental learning activities and programs 	4.4.2.1 Provide funds for the purpose of education or training of the local community on reducing environmental impact and for Landcare activities	Environment and Planning	Local Landcare and Environmental Sustainability Grants made available to the local community on an annual basis 

Our role:  Delivering  Partnering and collaborating  Advocating

Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action	Primary Responsibility	Measure & Source
4.5 Manage the use of water and waste wisely, efficiently and sustainably to facilitate growth and economic opportunity 	4.5.1 Promote efficient water, energy and waste management and decrease waste	 4.5.1.1 Facilitate Food Organics and Garden Organics (FOGO) for businesses in the Shire	Infrastructure and Property	Consult with businesses on a commercial FOGO model that meets their needs and mandated NSW Government target 
		4.5.1.2 Maintain construction and operational sustainable practices to decrease energy, waste and water usage	Infrastructure and Property	i) Track construction waste records showing a trend of decreasing waste and increased recycling ii) Inclusion of sustainable waste management practices in tender documentation 
		4.5.1.3 Deliver a range of programs to improve sustainability in the Community	Environment and Planning	i) The Sustainability Garden is open to the public through organised programs ii) A Community Garden Policy is prepared for adoption by Council iii) Quarterly reports to Council outlining activities undertaken  
4.6 Reducing emissions of Council owned assets to reach Net Zero targets 	4.6.1 Develop strategies to respond to climate policy and reduce carbon impacts	4.6.1.1 Implementation of Council's Net Zero Roadmap	Environment and Planning	i) Implement funded recommendations in the Electric Vehicle Strategy ii) Establish a Revolving Energy Fund (REF) to support continued investment in sustainability initiatives 
		4.6.1.2 Investigate a strategy for gas capture of Council's waste voids	Environment and Planning	i) Expression of Interests called for waste void capture options ii) Develop a business case for Council's consideration 
4.7 Maintain and enhance our open and public spaces and natural areas 	4.7.1 Enhance, protect and improve our natural environment and public spaces	4.7.1.1 Maintain the natural areas and improve public access	Environment and Planning	i) Update the Precinct Service Specifications for Parks & Reserves to include management of Natural Areas. ii) Manage continual Natural Areas maintenance and improvement program 
		4.7.1.2 Actively engage with Mine Operators and the Natural Resource Regulator to ensure best practice mined land rehabilitation occurs	Environment and Planning	Staff Regularly meet with Resource Regulator staff to discuss mine rehabilitation plans and efforts by mines 
		4.7.1.3 Implement funded aspects of the Flying Fox Management Plan	Environment and Planning	i) Participate in regular Flying Fox counts to monitor presence and impact ii) Distribute tools and equipment to residents and business to reduce the impact of flying foxes 
		4.7.1.4 Improve tree canopy ratio in urban areas	Environment and Planning	Coordinate planting sites and materials for National Tree Day Activities 

Our role:  Delivering  Partnering and collaborating  Advocating



We are... working together




















Community Outcome


Our community is involved in decision making and resources are managed to align with the values and priorities.





SUSTAINABLE
DEVELOPMENT **GOALS**


























Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action	Primary Responsibility	Measure & Source
5.1 Increase community awareness and understanding of Council business 	5.1.1 Effectively inform the community about Council's responsibilities, business and activities	 5.1.1.1 Meet Council's Integrated Planning and Reporting requirements	Community and Economy	Ensure all IP&R deadlines are met and reported to Council 
	5.1.2 Provide timely and factual information on key issues impacting our community	5.1.2.1 Deliver a positive customer experience	Community and Economy	i) Increased satisfaction in Council's customer service in the Community Satisfaction Survey ii) Implement a Customer Experience Charter iii) Develop Service Standards Guidelines iv) All community engagement activities are conducted in accordance with the Community Engagement and Participation Plan 
		5.1.2.2 Provide accurate and timely information to the community	Community and Economy	i) Increase engagement with Council's Website and digital media platforms ii) Communication and Media Policy reviewed and implemented 
5.2 Ensure a wide range of community engagement programs to enable effective Council decision making 	5.2.1 Engage, involve and empower our community and stakeholders to inform Council on the issues impacting them	  5.2.1.1 Conduct the Annual Community Satisfaction Survey	Infrastructure and Property	i) Survey conducted and Reported to Council ii) Workshops completed with Internal staff to advise of results 
		5.2.1.2 Establish and facilitate the Muswellbrook Shire Youth Council	Infrastructure and Property	i) Engage with the schools to support the Youth Council ii) Facilitate 6-8 Youth Council Meetings per year  
		5.2.1.3 Facilitate committees of Council to inform decision making	Infrastructure and Property	i) Meetings with key stakeholders are facilitated as scheduled ii) Meeting information is published to Council's website within 3 days of the meetings 
5.3 Deliver sustainable projects, services and programs through sound financial management 	5.3.1 Continue to seek funding to provide infrastructure, programs, services or events which meet the needs of our community	  5.3.1.1 Secure grant funding to deliver priority projects and address budget deficits	Community and Economy	Reports to Council on Funding secured and applied for 
		5.3.1.2 Ensure Development Contributions Plans are updated	Environment and Planning	Update one of Muswellbrook Development Contributions Plans 
		5.3.1.3 Consider whole of life asset costs considering the construction and acquisition of new assets	Infrastructure and Property/Finance	i) Whole-of-life cost analysis framework developed and implemented ii) Consideration of new assets include a process of review including Investment Logic Mapping, Business Case Reviews, and Capital Expenditure Reviews as required 
		5.3.1.4 Continually improve asset management	Office of the General Manager	i) Undertake regular condition assessments of Council's assets ii) Undertake valuation of Council's assets in accordance with NSW Audit Office requirements iii) Asset management improvements as identified by Council's Asset Management Maturity Assessment 

Our role:  Delivering  Partnering and collaborating  Advocating

Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action	Primary Responsibility	Measure & Source
5.4 Ensure Council has long-term financial sustainability	5.4.1 Support financial sustainability through planning, budget management and accurate reporting to the community	 5.4.1.1 Continuously improve Council's Procurement Framework and value-for-money	Finance and ICT	i) Procurement category strategies established ii) Supplier reporting suite implemented iii) Request for Tenders assessed for best value for money outcomes and reported to Council iv) Procedures and training reviewed for alignment with legislation and operational requirements. v) Efficiency of the procurement framework tested through an annual sample compliance audit of Tenders and Request For Quotations
		5.4.1.2 Ensure the provision of value for money legal services and effectively manage external legal service providers	Office of the General Manager	Report on external legal services expenditure
		5.4.1.3 Implement and report the adopted Internal Audit and Service Review Plan	Community and Economy	i) Quarterly report to the Audit, Risk and Improvement Committee (ARIC) ii) Prioritise the Actions from Internal Audits and Open Management Letter
		5.4.1.4 Maintain and continuously improve the Enterprise Risk Management Framework	Community and Economy	Reports to Council and ARIC
		5.4.1.5 Monitor and manage annual budgets and long term financial plans	Finance and ICT	i) Long-Term Financial Plan (LTFP) is implemented and reviewed ii) Annual Budget and Quarterly Budget Reviews developed iii) Financial Management reporting to Council, Management and Community
		5.4.1.6 Actively manage the Future Fund to increase revenue for Council and commercial development opportunities	Finance and ICT	Financial performance of the Future Fund provided to Council quarterly
		5.4.1.7 Continually improve financial management across Council	Finance and ICT	i) Financial Sustainability strategy developed and implemented ii) Finalise the General Ledger restructure
	5.4.2 Ensure Council's rate structure and revenue streams address Council's long term financial challenges	 5.4.2.1 Investigate a Special Rate Variation	Office of the General Manager	Proposal and application for an equitable Special Rate Variation for 2026/27 Financial Year developed
		5.4.2.2 Establish and manage the Community Benefit Fund	Community and Economy	i) Community Benefit Fund Advisory Committee and governance established ii) Investment Logic Mapping framework established.

Our role:  Delivering  Partnering and collaborating  Advocating

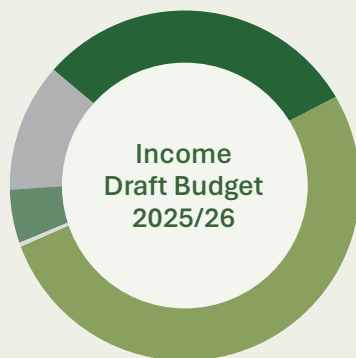
Community Strategic Plan Aspiration	Delivery Plan Objective		Operational Plan Action	Primary Responsibility	Measure & Source	
5.5 Improve efficiency of Council systems 	5.5.1 Support the continual innovation of Council processes and technologies to enhance efficiency and productivity		5.5.1.1 Investigate systems to seek efficiencies and increase employment engagement	Office of the General Manager	Report to Directorate Leadership Group on systems for increased employee engagement	
			5.5.1.2 Implement a comprehensive and targeted business improvement program	Community and Economy	i) Implement a new Governance System to meet legislative compliance ii) Develop and review policies in accordance with statutory and operational requirements iii) Business Continuity and Disaster Recovery Plans comprehensively reviewed and implemented	
			5.5.1.3 Council's Enterprise Record Management System is fit for purpose	Community and Economy	i) Upgrade of Content Manager is completed ii) Training of Content Manager is rolled out to staff iii) State Records new retention and disposal authority is implemented	
			5.5.1.4 Increase effectiveness of Council's Information and Communication Technology (ICT) systems	Finance and ICT	i) Operation of Critical Systems is managed, supported and improved ii) IT Infrastructure and systems upgraded	
			5.5.1.5 Increase security of Council systems	Finance and ICT	i) Upgrade Council's IT infrastructure ii) Cyber security footprint is enhanced	
	5.5.2 Use technology to make it easy for customers to engage with Council and access information		5.5.2.1 Investigate and implement improvements to make it easier for Customers to access information	Community and Economy	i) Improvements are made to Council's MyHub Portal ii) Review Customer Request Management (CRM) processes and training of staff	
			5.5.2.2 Subject to funding, make geographical information regarding Council's land use policies available to the community	Environment and Planning	Relevant Council GIS land use mapping and aerial photography is available for free online	
5.6 Ensure Council attracts and retains adequately skilled staff 	5.6.1 Be an employer of choice by investing in the development and growth of our people		5.6.1.1 Develop a Training and Professional Development Framework for the organisation	Office of the General Manager	i) Training and Professional Development policy and procedure developed ii) Training programs identified and incorporated within the framework	
			5.6.1.2 Undertake a review of the salary and performance management framework	Office of the General Manager	Report to Directorate Leadership Group to assess the salary review proposal	
			5.6.1.3 Develop a suite of policies and training that responds to legislation and creates a safe, equitable and healthy culture	Office of the General Manager	Policies developed and training implemented	
5.7 Council provides effective leadership 	5.7.1 To lead and represent the interests of our community in an ethical and transparent way		5.7.1.1 Provide an internal legal service and support for the General Manager and the directorates	Office of the General Manager	i) Report on the number of new matters arising ii) Number of matters finalised iii) Number of ongoing matters	
			5.7.1.2 Provide Governance support to the Elected Council and Executive	Community and Economy	i) Training and development program for Councillors is agreed and implemented iii) Meetings of Council and committees are conducted in accordance with legislative compliance	
			5.7.1.3 Ensure Council is meeting the Statutory Reporting requirements	Community and Economy	Co-ordinate across Council to meet the Statutory Reporting Deadlines and provide periodic reports to the Audit, Risk and Improvement Committee	
			5.7.1.4 Assess new development and land use activity in accordance with legislative requirements	Environment and Planning	i) Development Applications are assessed in accordance with relevant planning controls ii) Improve Council average assessment timeframes for Development Applications to below 130 business days	

Our role:  Delivering  Partnering and collaborating  Advocating

Funding our Plan

Council generates income to fund our services and invest in our assets. This income comes from rates, developer contributions, interest on investments, government grants, user charges and Council's business activities.

This funding is used to ensure we can maintain and improve our LGA as well as deliver a wide variety of services to the community.



Sector	\$M	%
Rates & Charges	\$37.9	52
User Charges & Fees	\$22.4	31
Operating Grants & Contributions	\$8.2	11
Interest & Investments Revenues	\$3.4	5
Other Revenues	\$0.3	1



Sector	\$M	%
Materials & Services	\$21.6	33
Wages & Salaries	\$18.5	28
Depreciation	\$16.3	24
Other Costs	\$7.2	11
Borrowing Costs	\$2.6	4



Sector	\$M
Roads, Bridges & Drainage	\$17.8
Recreation	\$9.1
Community & Cultural Vitality	\$7.2
Water Supply Infrastructure	\$6.3
Other Community Infrastructure	\$4.7
Sewer Infrastructure	\$4.5
Plant & Fleet	\$3.0
Future Fund	\$0.4
Other	\$0.3



Revenue Policy

Muswellbrook Shire Council Revenue Policy 2025/2026

The objective of this policy is to outline the framework for rating and charges for the Muswellbrook Shire Council for the financial year 2025/2026, in compliance with the *NSW Local Government Act 1993*.

The Council has declared and categorised all rateable land into one of the following four main categories in accordance with Section 514 of the Local Government Act:

• **Farmland** • **Residential** • **Mining** • **Business**

A general revaluation of all land parcels in the Muswellbrook Shire occurred in 2024, with a base date of 1 July 2024. These valuations will be used for rating purposes starting 1 July 2025 and will remain until revised.

Under Section 497 of the Local Government Act, Council has adopted the use of a base amount to which an ad valorem amount is added dependant on the rating category or sub- category declared.

Ad Valorem Rates: Calculated by multiplying the land value on each assessment by a specified rate in the dollar determined within each rating category.

Base Amounts: a set charge for every assessment in a certain rating category to ensure equitable distribution of costs among all ratepayers.

Categories and Descriptions

Residential

- **General Residential:** land used dominantly for residential purposes and is not subject to a sewer service availability charge.
- **Residential – Muswellbrook & Denman:** land used dominantly for residential purposed and is located within the urban areas of Muswellbrook and Denman, subject to sewer service availability charges.

Farmland

- **Farmland – General:** Land primarily used for agricultural purposes with a significant commercial character, engaged in continuous profit-making activities.
- **Farmland – Irrigable:** Land primarily used for agricultural purposes with a significant commercial character, engaged in continuous profit-making activities and has irrigation capabilities and is subject to water rights, ensuring effective agricultural practices.

Mining

- **Mining – General:** All land held or used for the purposes of coal mining.

Business

- **Business – General:** Commercial properties not classified as farmland, residential, or mining, encompassing various business activities.
- **Business – Power Generation - Non-Renewable:** Properties involved in generating or storing electricity from non-renewable sources, such as coal, natural gas, oil or nuclear energy resources.
- **Business – Thomas Mitchell Drive Industrial Centre:** Properties located within the designated industrial area aimed at fostering business growth and development.
- **Business – Showground Release Area:** Land earmarked for commercial development within the Showground precinct.
- **Business – Mine Rehabilitation:** Land that has been used and is being rehabilitated after being disturbed by mining operations.
- **Business – Power Generation - Non-Renewable – Rehabilitation:** Land that is being rehabilitated after being used for generating or storing non-renewable energy.

Increases in ordinary rate income are subject to the percentage variation as determined by the Independent Pricing and Regulatory Tribunal (IPART). This is referred to as the rate peg limit. For the 2025/2026 rating year, IPART has set Muswellbrook Shire's rate peg at 3.9%.

In accordance with section 494 of the Act, the following Ordinary Rates will be levied:

Rate Type	Category	Sub-Category	Ad Valorem Cents in \$	Base Amount/ Min \$	Base Amount % of Total Rate Levied	Yield (Est.)
Ordinary	Residential	Residential – General	0.297626	\$240	18.08%	\$1,285,190
Ordinary	Residential	Residential – Muswellbrook & Denman	0.425976	\$290	31.11%	\$5,579,060
Ordinary	Farmland	Farmland – General	0.185010	\$400	12.62%	\$1,131,600
Ordinary	Farmland	Farmland – Irrigable	0.210000	\$440	9.66%	\$491,804
Ordinary	Mining	Mining – General	0.630100	\$15,000	1.24%	\$13,314,820
Ordinary	Business	Business – General	0.851417	\$250	7.62%	\$1,536,161
Ordinary	Business	Business – Power Generation – Non-Renewable	5.499070	\$25,000	15.65%	\$319,454
Ordinary	Business	Business – Thomas Mitchell Drive Industrial Centre	0.799326	\$275	9.95%	\$414,543
Ordinary	Business	Business – Showground Release Area	0.178168	\$250	1.90%	\$13,185
Ordinary	Business	Mine Rehabilitation	0.630100	\$15,000	0%	\$0
Ordinary	Business	Power Generation – Non-Renewable – Rehabilitation	5.499070	\$25,000	0%	\$0

Charges Summary

Section 501 of the Local Government Act permits a Council to make and levy an annual charge for the following services provided, or proposed to be provided, on an annual basis by the Council:

- water supply services;
- sewerage services;
- drainage services (through the Stormwater Levy);
- waste management services (other than domestic waste management);
- any services prescribed by the Local Government Regulations.

Water Charges

Availability Charge: is levied on each parcel of rateable land that is supplied with

water from a water pipe of the Council or land that is situated within 225 metres of a water pipe of the Council (whether or not actually supplied with water from any water pipe of the Council). The Water Service Availability Charges to be levied is based on the service size of the connection to the water supply line.

Availability Charge Category	Amount
AC - Availability Charge (Not Connected)	\$280.50
AC - Availability Charge (Connected)	
20mm service	\$280.50
25mm service	\$438.00
32mm service	\$718.00
40mm service	\$1,122.00
50mm service	\$1,753.00
65mm service	\$2,963.00
80mm service	\$4,488.00
100mm service	\$7,013.00
150mm service	\$15,778.00

Usage Charge: A variable charge based on the volume of water consumed.

Residential	Tier 1 1-350 Kl per annum			\$3.00
	Tier 2 >350Kl per annum			\$4.50
Non Residential	\$4.10/Kl			

Sewerage Charges

Residential Sewer: An annual charge for sewer is applicable to each parcel of rateable land except:

- a) Land which is more than 75 metres from a sewer of the Council and is not connected to the sewer; and
- b) Land from which sewage could not be discharged into any sewer of the Council.

Residential Sewer Availability Charge	\$436.00
Residential Sewer Charge	\$1,119.00

Non-Residential Sewer Charge: A Non-Residential Sewer Service Availability Charge is levied on each parcel of rateable land not categorised as residential for the purposes of ordinary rates for which the service is provided or proposed to be provided.

SC = SDF x (AC + (C x UC))

Availability Charge Category	Amount
AC - Availability Charge (Not Connected)	\$436.00
AC - Availability Charge (Connected)	
20mm service	\$436.00
25mm service	\$681.25
32mm service	\$1,116.16
40mm service	\$1,744.00
50mm service	\$2,725.00
65mm service	\$4,605.25
80mm service	\$6,976.00
100mm service	\$10,900.00
150mm service	\$24,525.00

Non-Residential Sewer Usage Charge	\$4.10/Kl
------------------------------------	-----------

Stormwater Management Charge: Pursuant to section 496A of the Local Government Act, Council will levy a Stormwater Management Service Charge on each parcel of rateable land within the Muswellbrook and Denman urban areas and included in the Town Planning Zones of R1 General Residential, B2 Local Centre, SP2 Infrastructure, IN2 Light Industrial, IN1 General Industrial and RU5 Village, except where an exemption or variation to the charge is provided in accordance with the document titled “Stormwater Management Service Charge Guidelines” issued by the Office of Local Government in July 2006, at a rate of \$25.00 per Residential parcel of rateable land and \$12.50 per Residential strata unit.

Non Residential

Area Sqm Charge	Amount
0 - 1,199	\$25.00
1,200 - 4,999	\$100.00
5,000 - 9,999	\$375.00
>10,000	\$725.00

Domestic and Waste Management Charges

Charge	Amount
Domestic Waste - 3 bin service	\$599.00
Waste Management & Rural Waste Management – 2 bin service	\$456.00
Additional Red	\$145.00
Additional Yellow	\$115.00
Additional Green	\$100.00
Waste Availability Charge – Vacant land	\$135.00
Weekly Red Bin	\$160.00
Upsize to 240L Red Bin	\$180.00
150mm service	\$24,525.00

On-Site Sewer Management System Fee: A fee for the inspection and approval of on-site sewer management systems to ensure compliance with health and safety standards. See Council's Fees and Charges document.

Interest on Overdue Amounts

The maximum interest rate for the 2025/2026 financial year has been determined by the minister. The rate set for 2025/2026 will be 10.5%. This remains the same as 2024/2025 rate.

Conclusion

This Revenue Policy aims to ensure the financial sustainability of Muswellbrook Shire Council, providing essential services while maintaining fairness and transparency in the rating process.

Our Operating and Capital Budget

2025/26 Budget Estimates

The Annual Budget translates Council's strategic objectives into tangible actions. It supports the objectives set out in the Community Strategic Plan and Delivery Program by outlining annual funding commitments—defining investment priorities, directing expenditure, and articulating the expected outcomes for the community. By aligning long-term vision with short-term financial planning, the Budget enables Council to maintain strategic focus, respond proactively to emerging challenges, and continue providing essential services and infrastructure to support community wellbeing.

The Four Funds of Muswellbrook Shire Council

Muswellbrook Shire Council operates four separate funds to manage its operations. Each fund is maintained independently to ensure transparency and accountability in how council services are funded and delivered.

In accordance with Council's Financial Management Policy, Council has prepared a DRAFT 2025/26 Budget with a minimum of a break-even bottom line in each of the four Funds. The General Fund has a break-even bottom line. The Water and Sewer Funds show small surpluses to help build reserves for future infrastructure investment and contingency. In line with its growth objectives, the Future Fund shows a surplus.

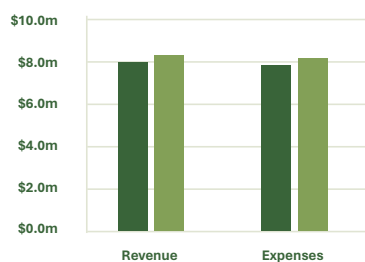
General Fund



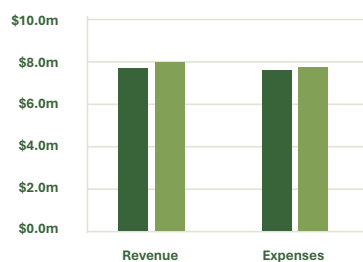
Future Fund



Water Fund



Sewer Fund



■ 2024/25 Budget ■ 2025/26 Budget

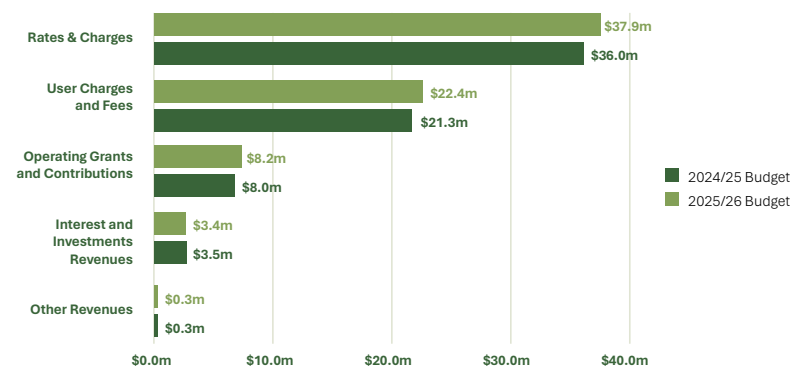
Capital Works 2025/26

Rates and Charges include: Ordinary Rates plus Water, Sewer and Domestic Waste annual charges.

User Charges and Fees include: Water usage charges, Waste Management fees, Planning Services fees, Aquatic Centre and other Community Services fees plus commercial property rental income.

Operating Grants & Contributions include: Federal Financial Assistance Grants, Roads & Drainage grants and Emergency Services contributions.

Interest & Investment Revenues: includes interest income from financial investments.

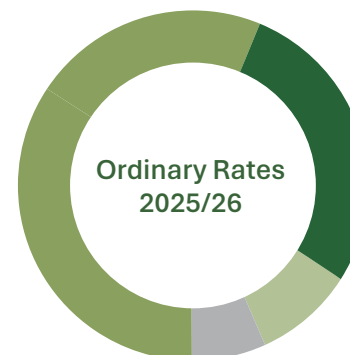


Consolidated 2025/26 Budget Rates and Annual Charges

Ordinary Rates: 8,050 rateable land parcels Rate Peg set by IPART: 3.9% gives a total Permissible Income of \$24.1M

Domestic Waste Annual Charges: \$4.0M, increase of ~7% to cover increasing costs

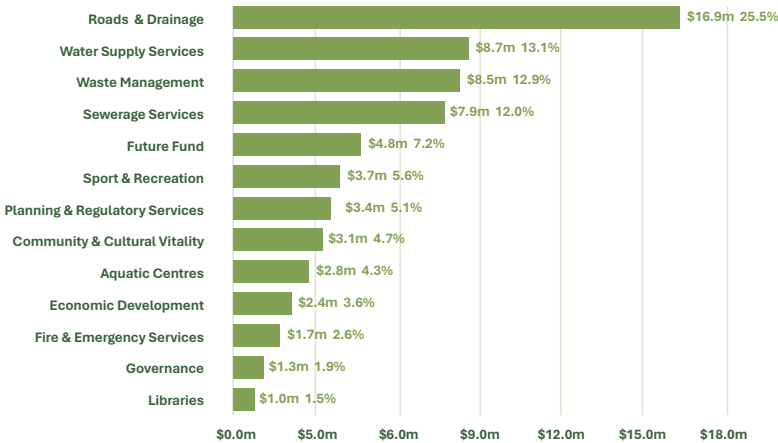
Water & Sewer Access Charges: Increase of ~5% and 4%, respectively, to cover increasing costs



Sector	\$M	%
Mining	\$13.5	56
User Charges & Fees	\$6.7	28
Operating Grants & Contributions	\$2.3	9
Interest & Investments Revenues	\$1.6	7

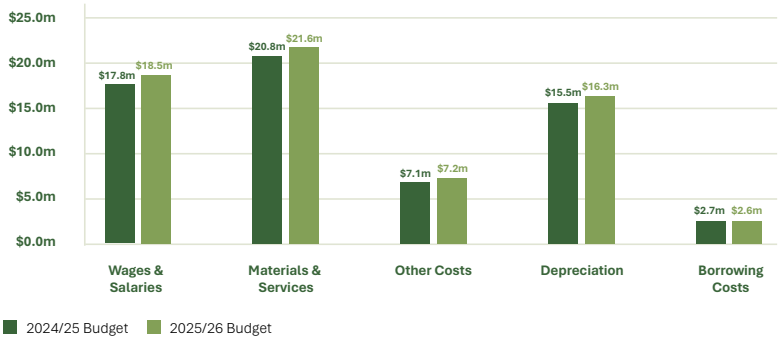
Consolidated 2025/26 Budget Operating Expenditure

Roads and Drainage, Water Supply, Waste Management and Sewerage Services together account for 64% of Council's expenditure. Future Fund expenditure is more than offset by the investment returns.



Consolidated 2025/26 Budget Operating Expenditure

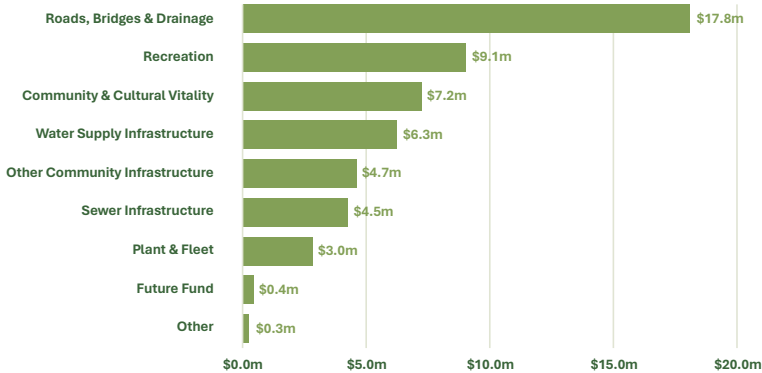
Wages and Salaries: Up \$740k: 3% Award increase + one-off Award payments and 0.5% Superannuation increase.
Materials and Contracts: up \$863k (4%); increasing Water and Domestic Waste costs and other inflation effects.
Depreciation: projected to increase by 5%; combined effect of asset revaluations and new asset acquisition/



Capital Works 2025/26

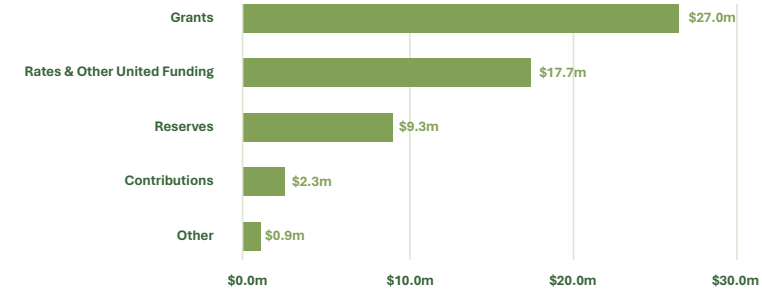
Council's 2025/26 capital works program focuses on key renewal works and completing the multi-year projects already in the pipeline. Only confirmed grant funding is included in the budget.

Roads, Bridges & Drainage: extensive renewals program and major projects for Wybong Rd and Bylong Valley Way.
Recreation: Tarinpa to CBD Pathway, Denman Tourist Park, Olympic Park and other projects.
Community and Cultural Vitality: Civic Precinct, Pocket Park, Regional Entertainment Centre, reactivation of Campbell's Corner and other projects.
Other Community Infrastructure: Community Infrastructure Depot and other projects.



Capital Funding 2025/26

Capital works are funded through grants and contributions.





**muswellbrook
shire council**

muswellbrook.nsw.gov.au

Draft Revenue Policy

2025/2026

Authorised by:	Internal/External: External
Date:	Minute No:
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Department: Finance	
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1. Policy Objective

The objective of this Policy is to outline Council's rating and charges framework and provide for the 2025/26 levels.

2. Rating

In accordance with section 532 of the *Local Government Act 1993* (NSW) ("Local Government Act"), a Council must not make a rate or charge until it has given public notice of its draft operational plan for the year for which the rate or charge is to be made and has considered any submissions that have been made concerning the draft plan. In practice a Council should first adopt its final Operational Plan and then make rates and charges by resolution (s535, Local Government Act).

2.1 General Valuation

A revaluation of all land parcels in the Muswellbrook Shire local government area occurred in 2024, with a base date of 1 July 2024.

These valuations will be used for rating purposes from 1 July 2025. These valuations will continue to be used until revised through general and/or special re-valuations by the Valuer General.

2.2 Rating Method

In accordance with section 514 of the *Local Government Act*, Council has declared each parcel of rateable land in the Muswellbrook Shire local government area as within one or other of the following categories:

1. Farmland;
2. Residential;
3. Mining;
4. Business.

Council declares that the ordinary rates will be applied across the following categories and sub-categories:

Residential – General

Council determines the sub-category for the category "Residential" called "Residential – General" for each parcel of rateable land valued as one assessment and:

1. its dominant use is for residential accommodation (otherwise than as a hotel, motel, guesthouse, backpacker hostel, nursing home, or any other form of residential accommodation (not being a boarding house or a lodging house) prescribed by the *Local Government (General) Regulations 2021* (NSW) ("Local Government Regulations")); or
2. in the case of vacant land, it is zoned or otherwise designated for use under an environmental planning instrument (with or without development consent) for residential purposes; or
3. it is rural residential land, and it is not subject to a Sewer Service Availability Charge.

Residential – Muswellbrook & Denman

Council determines a sub-category for the category “Residential” called “Residential – Muswellbrook and Denman” for each parcel of rateable land valued as one assessment and:

1. its dominant use is for residential accommodation (otherwise than as a hotel, motel, guesthouse, backpacker hostel, nursing home or any other form of residential accommodation (not being a boarding house or a lodging house) prescribed by the Local Government Regulations,); or
2. in the case of vacant land, it is zoned or otherwise designated for use under an environmental planning instrument (with or without development consent) for residential purposes;
3. and it is located within the urban area of Muswellbrook and Denman townships and is subject to a Sewer Service Availability Charge.

Farmland – General

Council determines a sub-category for the category “Farmland” called “Farmland – General” for each parcel of rateable land valued as one assessment and its dominant use is for farming which:

- a) has a significant and substantial commercial purpose or character; and
- b) is engaged in for the purpose of profit on a continuous or repetitive basis (whether or not a profit is actually made),

and the land cannot be sub-categorised as:

- Farmland – Irrigable

Land is not to be categorised as Farmland – General if it is rural residential land.

Farmland – Irrigable

Council determines a sub-category for the category “Farmland” called “Farmland – Irrigable” for each parcel of rateable land valued as one assessment if its dominant use is for farming which:

- a) has a significant and substantial commercial purpose or character; and
- b) is engaged in for the purpose of profit on a continuous or repetitive basis (whether or not a profit is actually made); and
- c) is subject of a water right within the meaning of the *Valuation of Land Act 1916* (NSW); and
- d) where the assessment or any part of the assessment:
 - (i) is irrigated for any farming purpose; or
 - (ii) has established irrigation reticulation capable of being used for any farming purpose; or
 - (iii) is wholly or partly within 100m of the Hunter River.

Note: a water right means a right or authority (however described) under the Water Management Act 2000, the Water Act 1912, or any other Act, being a right or authority to construct, install or use works of irrigation, or to use water supplied by works of irrigation.

Mining – General

Council determines the sub-category for the category “Mining” called “Mining – General” for each parcel of rateable land valued as one assessment if its dominant use is for a coal mine or metalliferous mine:

Business – General

Council determines the sub-category for the category of “Business” called “Business - General” for each parcel of rateable land valued as one assessment if it cannot be categorised as farmland, residential or mining and cannot be sub-categorised as:

- Business – Power Generation - Non-Renewable;
- Business – Thomas Mitchell Drive Industrial Centre;
- Business – Showground Release Area;
- Business – Mine Rehabilitation; or
- Business – Power Generation – Non-Renewable – Rehabilitation.

Business – Power Generation - Non-Renewable

Council determines a sub-category for the category “Business” called “Business – Power Generation – Non-Renewable” for each parcel of rateable land valued as one assessment if it cannot be categorised as farmland, residential or mining and if its dominant use is as a centre of any of the following activities:

- the generation of, or capacity to generate, more than 5 megawatts of electricity generated from non-renewable resources; or
- the storage of, or capacity to store, more than 10 megawatt hours of electricity generated from non-renewable resources;

and the land cannot be sub-categorised as ‘Business – Mine Rehabilitation’.

For the purpose of this sub-category “electricity generated from non-renewable resources” means electricity generated from coal, natural gas, oil or nuclear energy resources.

Business – Thomas Mitchell Drive Industrial Centre

Council determines a sub-category for the category “Business” called “Business –

Thomas Mitchell Drive Industrial Centre” for each parcel of rateable land valued as one assessment located wholly or partly within the Thomas Mitchell Drive Industrial Centre.

Business – Showground Release Area

Council determines a sub-category for the category “Business” called “Business – Showground Release Area” for each parcel of rateable land valued as one assessment if it cannot be categorised as farmland, residential or mining and is located wholly or partly within the Showground Release Area.

Business – Mine Rehabilitation

Council determines a sub-category for the category “Business” called “Business – Mine Rehabilitation” for each parcel of rateable land valued as one assessment if it cannot be categorised as farmland, residential or mining and if its dominant use is as a centre of any of the following activities:

- a) the rehabilitation of land that is or has been disturbed by mining operations.

For the purposes of this sub-category, “rehabilitation” includes:

- a) the removal of buildings and infrastructure;
- b) the treatment or management of disturbed land or water for the purpose of establishing and maintaining a safe and stable environment; and

- c) the design and construction of landforms as well as the establishment of sustainable ecosystems or alternative vegetation.

For the purposes of this sub-category "mining operations" means operations carried out in the course of mining.

Business – Power Generation - Non-Renewable - Rehabilitation

Council determines a sub-category for the category "Business" called "Business – Power Generation - Non-Renewable - Rehabilitation" for each parcel of rateable land valued as one assessment if it cannot be categorised as farmland, residential or mining and if its dominant use is as a centre of any of the following activities:

- a) power generation (non-renewable) operations,

and the land cannot be sub-categorised as 'Business – Power Generation (Non-Renewable)'.

For the purposes of this sub-category, "rehabilitation" includes:

- removal of buildings and infrastructure;
- the treatment or management of disturbed land or water for the purpose of establishing and maintaining a safe and stable environment; and
- the design and construction of landforms as well as the establishment of sustainable ecosystems or alternative vegetation.

For the purposes of this sub-category, "power generation (non-renewable)" means the generation of electricity from coal, natural gas, oil or nuclear energy resources.

2.3 Structure of the Rate

In accordance with section 497 of the Local Government Act, Council has adopted the use of a base amount to which an ad valorem amount is added for all categories and sub-categories.

Council's reasons for this adoption are as follows:

- a base amount to which an ad valorem amount is added ensures that the rate burden falls equitably on all landowners for the cost and value of common services and facilities (from which all properties benefit) regardless of their rateable value of land;
- having given regard to the matters set out in section 536(1) of the Local Government Act, Council is of the opinion that a base amount charged per assessment is fair and equitable and reflects both the "benefit principle" and the "ability to pay principle".

2.4 Interest on Overdue Amounts

Subject to the maximum rate specified by the Minister from time to time, Councils are responsible for fixing, by formal resolution, the level of interest penalties to apply in respect of rates and charges that remain unpaid after they become due and payable (section 566 Local Government Act).

Council proposes to apply the maximum permissible rate of interest payable on outstanding rates and charges at a simple rate calculated daily.

The maximum interest rate for the 2025/2026 financial year has been determined by the minister. The rate set for 2025/2026 will be 10.5%. This remains the same as 2024/2025 rate.

Council may exercise its discretion to write off certain amounts (such as interest) in respect of rates and arrears in a range of appropriate circumstances and/or to enter into special agreements with persons or any category of ratepayers to facilitate the discharge of a rating liability.

The discretion to write off certain amounts may be exercised if special circumstances can be demonstrated by the relevant ratepayers.

2.5 Summary of Rating Philosophy

- I. That Council sets its rates so as to obtain the maximum possible yield and comply with the Office of Local Government's advice in relation to rate-pegging limitations and catch-up provisions.
- II. That Council sets a base amount for the sub-categories of an ordinary rate, in accordance with section 499 of the Local Government Act.
- III. That Council applies the maximum permissible rate of interest payable on outstanding rates and charges at a simple rate calculated daily.
- IV. That Council utilise changes on the Base Rate amount with the aim of evening out the rates burden and smoothing the impact of possible rate increases that may occur as Land Values are reassessed. Council will not exceed the statutory maximum of 50% of total revenue from the Base Rate amount in each category.

2.6 Matters Considered in Determining the Amount of a Rate

Council considers a number of discretionary matters when setting the quantum of the rate for each sub-category, including:

- I. The guiding principles for Councils expounded in Chapter 3 of the Local Government Act 1993, including transparency, impartiality, intergenerational equity and sound financial management;
- II. In respect of a base rate, criteria including:
 - Council's net general administration and overhead costs;
 - the extent to which projected ad valorem rates on individual properties do not reflect the cost of providing necessary services and facilities;
 - the level of grant or similar income available to provide necessary services and facilities;
 - the degree of congruity and homogeneity between the values of properties subject to the rate and their spread throughout the area; and
 - whether a rate that is wholly an ad valorem rate would result in an uneven distribution of the rate burden because a comparatively high proportion of assessments would bear a comparatively low share of the total rate burden.
- III. The extent to which those who pay for Council's services have the ability to pay for those services;
- IV. The extent to which those who receive the benefits of Council's services also pay for those services; and
- V. The applicable statutory caps on the rates that can be made.

3. Charges

Section 501 of the Local Government Act permits a Council to make and levy an annual charge for the following services provided, or proposed to be provided, on an annual basis by the Council:

- water supply services;
- sewerage services;
- drainage services (through the Stormwater Levy);
- waste management services (other than domestic waste management);
- any services prescribed by the Local Government Regulations.

Section 502 of the Local Government Act permits a Council to make a charge for a service referred to in section 496 of the Local Government Act (domestic waste management service) or section 501 of the Local Government Act (services identified above) according to the actual use of the service.

3.1 Water Charges

Pricing which reflects the costs incurred in the provision of potable water can help ensure conservation of scarce water resources and can promote more efficient investment in water infrastructure.

To achieve this, adequate cash flows are required to meet operating costs, to fund future necessary infrastructure and provide an acceptable rate of return – thereby ensuring the longer-term financial sustainability of the service.

One of the key elements in cost-reflective pricing identified by the Department of Climate Change, Energy, the Environment and Water (DCCEEW) is a cost-reflective two-part charge for water, comprising a water service availability charge and a consumption tariff. Council's availability charge uses the DCCEEW's recommended method, which is based on the square of the diameter of the supply pipe. This reflects the true availability of water access by the user.

There are three tariffs for consumption. The Residential Consumption Tariff is a two-tier tariff levied on rateable land categorised as residential for the purposes of ordinary rates and for which the service is provided or proposed to be provided. The Tier 1 charge applies to water consumption up to 350Kl and the Tier 2 charge applies to water consumption in excess of 350Kl per annum. A Non-Residential Consumption Tariff is levied on rateable land categorised as farmland, mining or business for the purposes of ordinary rates and for which the service is provided or proposed to be provided.

3.1.1 Availability Charges

Pursuant to section 552 of the Local Government Act, land that is supplied with water from a water main of the Council and land that is situated within 225 metres of a water main of Council (whether or not actually supplied with water from any water main of the Council) is charged an annual Water Service Availability Charge for each service to the property.

Similarly, pursuant to section 552 of the Local Government Act, all land is charged an annual sewerage service availability charge except land which is more than 75 metres from a sewer of Council and is not connected to the sewer; or land from which sewage could not be discharged into any sewer of Council.

Each Annual Water Service Charge applicable is included in the Annual Rate Notice issued for the financial year. Water consumption charges are raised three times per year.

3.2 Water and Sewerage Charges – General

User charges are fees levied on the community for the use of water and sewerage facilities provided by Council.

Income derived from water and sewerage charges can be used for either maintenance or capital expenditure. Unlike ordinary rates, water and sewerage charges are not subject to rate pegging in NSW.

Funds raised through water and sewerage charges are explicitly expended on the operational, maintenance and capital expenditure needs related to those services and activities.

3.2.1 Best Practice Charging

Council has implemented charging guidelines recommended by the DCCEEW for the charging of water and sewerage services.

3.2.1.1 Residential Sewerage Charge

Each parcel of rateable land categorised as residential for the purposes of ordinary rates, for which the service is provided or proposed to be provided, is levied the same charge under the Guidelines mentioned above, with the usage charge based on the average residential water consumption.

The combination of availability charge and usage charge meets the criteria in DCCEEW- National Water Initiative pricing principles.

3.2.1.2 Non-Residential Sewerage Charge

Each parcel of rateable land categorised as farmland, mining or business (“non-residential”) for the purposes of ordinary rates, for which the service is provided or proposed to be provided, is levied a non-residential sewerage charge based on a formula that includes a range of factors that include the size of the water connection, the amount of water used and the amount of water used that is expected to enter the sewage treatment processes.

3.2.1.3 Trade Waste Charges

Trade Waste is defined as:

Any waters other than those used specifically for personal hygiene functions that may be contaminated with any substance as a direct or indirect result of a commercial activity.

The regulation of trade wastes is intended to:

- Prevent the biological capacity of the treatment works being exceeded resulting in the de-stabilising of the biological process and consequent odours emanating from the works;
- Ensure discharge of effluent from the treatment works is within the requirements of the *Protection of the Environment Operations Act 1997* (NSW);
- Protect the sewers and sewerage structures from corrosion, damage or blockage;
- Prevent overloading of the sewerage reticulation system;
- Ensure safe working conditions exist in the sewer reticulation system for the protection of Council staff;
- Ensure environmental protection of the local eco-systems, particularly those relating to the regional waterways.

Full details of the charges for Trade Waste are set out in the Fees and Charges Schedule.

3.2.1.4 Waste Management Service Charges and Introduction of FOGO from 1 July 2024

Council has introduced Food and Garden Organics (FOGO) commencing 1 July 2024. This service upgrade is in response to the NSW Waste & Sustainable Materials Strategy 2041 objective to divert all organic wastes from landfill. FOGO collections have a critical role to play in meeting the NSW Government's target of net-zero emissions by 2050 and creating a circular economy that reduces waste and benefits all NSW communities.

Council undertakes the management of the Muswellbrook Waste and Recycling Facility and the Denman Domestic Waste Transfer Station. Council manages the daily operations of these depots to ensure the appropriate and safe handling, disposal and storage of waste received at the facilities.

Weekly services for kerbside collection of Food and Garden Organics - FOGO (240 litre green lid bins) and alternate fortnightly collections of commingled recyclables (240L yellow lid bins) and residual waste (140 litre red lid bins) are provided by Council to residential (residential means categorised as residential for the purposes of ordinary rates) properties in Muswellbrook, Denman and Sandy Hollow townships, including Woodlands Ridge Road subdivision and Milperra Drive.

A biannual bulky waste clean-up service for large items such as furniture and whitegoods are also provided to the properties mentioned above. The dates and arrangements in relation to these activities will be advised at a time closer to the operation of the events.

Alternate fortnightly services for kerbside collection of residual waste (140 litre red lid bins) and commingled recyclables (240 litre yellow lid bins) are provided to non-residential (non-residential means categorised as farmland, mining or business for the purposes of ordinary rates) properties in Muswellbrook, Denman and Sandy Hollow townships and residential and non-residential properties in the rural areas covered by the following rural roads:

- a) Golden Highway to Sandy Hollow
- b) Rosemount Road Loop
- c) Denman Road from Muswellbrook to Denman

Collection of FOGO waste (240L green lid bin) for non-residential or rural properties, defined by the roads above, will be provided if requested and charged an annual charge for each service required.

3.2.1.4.1 Domestic Waste Management Service

Under section 504 of the Local Government Act:

- A Council must not apply income from an ordinary rate towards the cost of providing domestic waste management services;
- Income to be applied by a Council towards the cost of providing domestic waste management services must be obtained from the making and levying of annual charges or the imposition of charges for the actual use of the service, or both;
- Income obtained from charges for domestic waste management must be calculated to not exceed the reasonable cost to the Council of providing those services.

Council determines the Domestic Waste Charge following these requirements. The charge is set at a rate that covers the cost of collecting and the disposal or recycling of the collected waste as well as the administration of the service. The processes involved in determining the charge is audited by Council's auditor.

3.2.1.4.2 Waste Management Service Availability Charge

Under section 496 of the *Local Government Act*, Council must make and levy an annual charge on each parcel of rateable for which the domestic waste management service is available, whether occupied land or vacant land.

Council may make an annual charge for the provision of a domestic waste management service for a parcel of land that is exempt from rating if:

- the service is available for that land; and
- the owner of that land requests or agrees to the provision of the service to that land; and
- the amount of the annual charge is limited to recovering the cost of providing the service to that land.

3.2.1.4.3 Waste Management Service (other than Domestic Waste Management Service)

Under section 501 of the *Local Government Act*, Council may make and levy a charge for the provision of waste management services (other than domestic waste management services) on each parcel of rateable land for which the service is provided or proposed to be provided.

This charge applies to non-residential (non-residential means categorised as farmland, mining or business for the purposes of ordinary rates) properties.

3.2.1.5 Matters considered in Determining the Amount of a Charge

- a) In determining the amount of a charge for a service, the Council may have regard to (but is not limited to) the following:
 - the purpose for which the service is provided
 - the nature, extent and frequency of the service
 - the cost of providing the service
 - the categorisation for rating purposes of the land to which the service is provided
 - the nature and use of premises to which the service is provided
 - the area of land to which the service is provided
- b) The amount of a charge need not be limited to recovering the cost of providing the service, for which the charge is made, except as provided by sections 503(2) and 504 (3) of the *Local Government Act*.
- c) Council will continue with a recycling service. The cost of providing this service is included in the Domestic Waste Management Service charge and also the Waste Management Service Charge. These charges entitle ratepayers to a fortnightly recycling collection.
- d) Council will commence the FOGO waste service. The cost of providing this service is included in the Domestic Waste Management Service charge. These charges entitle ratepayers to a weekly FOGO waste collection. The charge for the collection of the FOGO waste is not included in the Waste Management Service Charge or Rural Waste Charges. However, property owners to which these charges apply can elect to utilise and pay for the FOGO waste service.

3.3 Stormwater Management Charge

Under section 496A of the *Local Government Act*, Council may make and levy an annual charge for the provision of stormwater management services for each parcel of rateable land for which the service is available.

The raising of the levy and the application of the funds collected will be in accordance with the *Stormwater Management Service Charges Guidelines* issued by the Office of Local Government.

3.4 On-Site Sewer Management System – “Approved to Operate”

Pursuant to section 68(1) of the Local Government Act, Councils are the approval and regulatory authority for the monitoring and management of all on-site sewer management systems.

Council will levy an annual fee for the Approval to Operate an Onsite Sewer Management System, as part of the Annual Rates and Charges Notice. This charge will also include the fee for the inspection of the system. This charge will be displayed as a separate line on the notice. Please see Council’s Fees and Charges document for the prescribed fees.

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Statement of Rates Proposed to be Levied for 2025/2026

Section 494 Local Government Act.

Ordinary Rates

Rates are assessed by levies on the value of the land. Land values are determined by the Valuer General. Increases in ordinary rate income are subject to the percentage variation as determined by the Independent Pricing and Regulatory Tribunal (IPART). This is referred to as the rate peg limit.

For the 2025/2026 rating year, IPART has set Muswellbrook Shire's rate peg at 3.9%.

Rate Type	Category	Sub-Category	Ad Valorem Cents in \$	Base Amount/ Min \$	Base Amount % of Total Rate Levied	Yield (Est.)
Ordinary	Residential	Residential – General	0.297626	\$240	18.08%	\$1,285,190
Ordinary	Residential	Residential – Muswellbrook & Denman	0.425976	\$290	31.11%	\$5,579,060
Ordinary	Farmland	Farmland – General	0.185010	\$400	12.62%	\$1,131,600
Ordinary	Farmland	Farmland – Irrigable	0.210000	\$440	9.66%	\$491,804
Ordinary	Mining	Mining – General	0.630100	\$15,000	1.24%	\$13,314,820
Ordinary	Business	Business – General	0.851417	\$250	7.62%	\$1,536,161
Ordinary	Business	Business – Power Generation – Non-Renewable	5.499070	\$25,000	15.65%	\$319,454
Ordinary	Business	Business – Thomas Mitchell Drive Industrial Centre	0.799326	\$275	9.95%	\$414,543
Ordinary	Business	Business – Showground Release Area	0.178168	\$250	1.90%	\$13,185
Ordinary	Business	Mine Rehabilitation	0.630100	\$15,000	0%	\$0
Ordinary	Business	Power Generation – Non-Renewable – Rehabilitation	5.499070	\$25,000	0%	\$0

Water Charges

For 2025/2026, Council is proposing to levy Water Service Availability Charges as set out below:

1. A Water Service Availability Charge is levied on each parcel of rateable land that is supplied with water from a water pipe of the Council or land that is situated within 225 metres of a water pipe of the Council (whether or not actually supplied with water from any water pipe of the Council). The Water Service Availability Charges to be levied is based on the service size of the connection to the water supply line.

The Water Service Availability Charges for the year commencing 1 July 2025 are:

Water Service Charge Category	Amount
Availability Charge (Not Connected)	\$280.50
Availability Charge (Connected)	
- 20mm service	\$280.50
- 25mm service	\$438.00
- 32mm service	\$718.00
- 40mm service	\$1,122.00
- 50mm service	\$1,753.00
- 65mm service	\$2,963.00
- 80mm service	\$4,488.00
- 100mm service	\$7,013.00
- 150mm service	\$15,778.00

Pursuant to section 552 of the *Local Government Act 1993* (NSW), a charge relating to water supply will not be levied on land unless water could be supplied to some part of the land from a standpipe at least 1 metre in height from the ground level, if such a pipe were laid and connected to the Council's mains.

- A Consumption Tariff is to be levied per kilolitre of water supplied to each parcel of rateable land from a water pipe of the Council. The water consumption tariffs proposed for the year commencing 1 July 2025 are:

Consumption Tariff	Tier ¹	\$ per Kilolitre (KL)
Residential (rateable land categorised as residential for the purposes of ordinary rates)	Tier 1 (1-350KL per annum)	\$3.00
	Tier 2 (>350KL per annum)	\$4.50
Non-Residential (rateable land not categorised as residential for the purposes of ordinary rates)	N/A	\$4.10

¹ Where applicable

Sewerage Charges

For 2025/2026, Council is proposing to levy Sewerage Service Availability Charges as set out below:

An annual charge for sewer is applicable to each parcel of rateable land except:

- a) Land which is more than 75 metres from a sewer of the Council and is not connected to the sewer; and
- b) Land from which sewage could not be discharged into any sewer of the Council.

1) Residential Sewer Charges

A Sewer Service Availability Charge is levied on each parcel of rateable land categorised as residential for the purposes of ordinary rates for which the service is provided or is proposed to be provided. The Sewer Service Availability Charges to be levied for the year commencing 1 July 2025 are:

Sewer Service Availability Charge:

Residential Sewer Availability Charge (Vacant)	\$436.00
Residential Sewer Charge (Occupied)	\$1,119.00

2) Non-Residential Sewer Service Availability Charge:

A Non-Residential Sewer Service Availability Charge is levied on each parcel of rateable land not categorised as residential for the purposes of ordinary rates for which the service is provided or proposed to be provided. The Non-Residential Sewer Service Availability Charge to be levied in respect of each relevant parcel for the year commencing 1 July 2025, will be based on the following formula:

$$SC = SDF \times (AC + (C \times UC))$$

SC = Sewerage Charge

C = Total water consumption for meter

SDF = Sewerage Discharge Factor

UC = Sewer Usage Charge (see below table titled "Sewer Usage Charge Table")

AC = Availability Charge (see below table titled "Availability Charges Table")

Availability Charges Table: The Availability Charges for the year commencing 1 July 2025 are:

Availability Charge Category	Amount
AC - Availability Charge (Not Connected)	\$436.00
AC - Availability Charge (Connected)	
20mm service	\$436.00
25mm service	\$681.25
32mm service	\$1,116.16
40mm service	\$1,744.00
50mm service	\$2,725.00
65mm service	\$4,605.25
80mm service	\$6,976.00
100mm service	\$10,900.00
150mm service	\$24,525.00

Sewer Usage Charge Table: The Sewer Usage Charge for the year commencing 1 July 2025 is:

Sewer Usage Charge	\$ per Kilolitre (KL)
Non-Residential Sewer Usage Charge	\$4.10

Discharge Factors required for non-residential properties will be determined on an individual rateable parcel basis.

Domestic Waste Management Charges

Domestic Waste Management Charges are levied in accordance with section 496 of the Local Government Act.

For 2025/2026 Council is proposing to levy the following charges in regard to Domestic Waste Management Services:

Domestic Waste Management Service Charges

Urban Domestic Waste Management Availability Charge (1)	\$135.00
Urban Domestic Waste Management Service Charge (2)	\$599.00
Additional Urban Domestic Waste Management Service Charge	\$145.00
Weekly Collection Domestic Waste Service - Red Lid bin only	\$160.00
Upsize to 240L Domestic Waste Service Charge – Red Lid Bin only	\$180.00
Additional Urban Domestic Waste Management Recycling Service Charge	\$115.00
Additional Urban Domestic Waste Management FOGO Waste Service Charge	\$100.00

- (1) This charge applies to vacant rateable land categorised as residential for the purposes of ordinary rates and situated within the urban area in which a Domestic Waste Management Service is able to be provided.
- (2) Each habitable premises is entitled to one approved mobile residual waste bin service and one recyclable material bin per fortnight and one weekly collection of FOGO waste for each Urban Domestic Waste Management Service Charge.

For 2025/2026 Council proposes to levy the following charges on each parcel of rateable land categorised as residential or farmland for the purposes of ordinary rates and situated within the rural area to which a Domestic Waste Management Service is available.

Rural Domestic Waste Management Service Charge

Rural Domestic Waste Management Availability Charge (1)	\$135.00
Rural Domestic Waste Management Service Charge (2)	\$456.00
Additional Rural Domestic Waste Management Service Charge	\$145.00

Weekly Collection Domestic Waste Service - Red Lid bin only	\$160.00
Upsize to 240L Domestic Waste Service Charge – Red Lid Bin only	\$180.00
Additional Rural Domestic Waste Management Recycling Service Charge	\$115.00
Rural Domestic Waste Management FOGO Waste Service Charge	\$100.00

- (1) This charge applies to vacant rateable land categorised for rating purposes as Residential or Farmland and situated within the rural area in which a Rural Domestic Waste Management Service is available.
- (2) Each habitable premises is entitled to one approved mobile residual waste bin and one recyclable material bin per fortnight for each Rural Domestic Waste Management Service Charge.

Waste Management Charges

For 2025/2026, Council proposes to levy the following charges on each parcel of rateable land not categorised as residential for the purposes of ordinary rates and situated within the urban area in which a Waste Management Service is provided or able to be provided. Waste Management Charges are levied in accordance with section 501 of the Local Government Act.

For 2025/2026 Council is proposing to levy the following charges in regard to Waste Management Services:

Waste Management Service Charge

Urban Waste Management Availability Charge – Non-Domestic (1)	\$135.00
Waste Management Service Charge (2)	\$456.00
Additional Waste Management Service Charge	\$145.00
Weekly Collection Waste Management Service - Red Lid bin only	\$160.00
Upsize to 240L Waste Management Service Charge – Red Lid Bin only	\$180.00
Additional Waste Management Recycling Service Charge	\$115.00
Waste Management FOGO Waste Service Charge	\$100.00

- (3) This charge applies to vacant rateable land not categorised as residential for the purposes of ordinary rates and situated within the urban area in which a Waste Management Service is provided or proposed to be provided.
- (4) Each habitable premises is entitled to one approved mobile residual waste bin and one recyclable material bin per fortnight for each Waste Management Service Charge.

For 2025/2026, Council proposes to levy the following charges on each parcel of rateable land not categorised for rating purposes as Residential or Farmland and situated within the rural area in which a Waste Management Service is provided or proposed to be provided.

Rural Waste Management Service Charge

Rural Waste Management Availability Charge – Non-Domestic (1)	\$135.00
Rural Waste Management Service Charge (2)	\$456.00
Additional Rural Waste Management Service Charge	\$145.00
Weekly Collection Waste Management Service - Red Lid bin only	\$160.00

Upsize to 240L Waste Management Service Charge – Red Lid Bin only	\$180.00
Additional Rural Waste Management Recycling Service Charge	\$115.00
Rural Waste Management FOGO Waste Service Charge	\$100.00

- (1) This charge applies to vacant rateable land not categorised as residential or farmland for the purposes of ordinary rates and situated within the rural area in which a Rural Waste Management Service is provided or proposed to be provided.
- (2) Each habitable premises is entitled to one approved mobile residual waste bin service and one recyclable material bin fortnightly for each Rural Waste Management Service Charge.

Stormwater Management Charge

Pursuant to section 496A of the Local Government Act, Council will levy a Stormwater Management Service Charge on each parcel of rateable land within the Muswellbrook and Denman urban areas and included in the Town Planning Zones of R1 General Residential, B2 Local Centre, SP2 Infrastructure, IN2 Light Industrial, IN1 General Industrial and RU5 Village, except where an exemption or variation to the charge is provided in accordance with the document titled "Stormwater Management Service Charge Guidelines" issued by the Office of Local Government in July 2006, at a rate of \$25.00 per Residential parcel of rateable land and \$12.50 per Residential strata unit.

Where a non-residential (not categorised as residential for the purposes of ordinary rates) parcel of rateable land exists with an area falling within the ranges outlined below the charge will be levied as follows:

Area Sqm	Charge
0 - 1,199	\$25.00
1,200 - 4,999	\$100.00
5,000 - 9,999	\$375.00
>10,000	\$725.00

Hunter Catchment Contribution

The Minister has not yet determined the rate for 2025/2026, for the Hunter Catchment Contribution. The fee set for 2024/2025 was 0.000629. Council will adopt the rate as determined by the Minister for 2025/2026.

The rate is levied and collected in accordance with Clauses 36 and 40 of *Local Land Services Regulation 2014* (NSW). The rate is set by the Local Land Services on the Land Value, as determined from time to time, within the Muswellbrook Shire local government area.

4. Version History

This section identifies authors who reviewed the Policy and the date that it became effective.

V.	Date	Modified by	Amendments/Previous adoption details
1.	18/02/2025	Rates Officer	Updated for 2025/26 Budget Estimates

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Draft Revenue Policy

2024~~5~~/2025~~6~~

Authorised by:		Internal/External:	External
Date:		Minute No:	
Review timeframe:	4 years		
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1. Policy Objective

The objective of this Policy is to outline Council's rating and charges framework and provide for the 2024⁴⁵/25⁵⁶ levels.

2. Rating

In accordance with section 532 of the *Local Government Act 1993* (NSW) ("Local Government Act"), a Council must not make a rate or charge until it has given public notice of its draft operational plan for the year for which the rate or charge is to be made and has considered any submissions that have been made concerning the draft plan. In practice a Council should first adopt its final Operational Plan and then make rates and charges by resolution (s535, Local Government Act).

2.1 General Valuation

A revaluation of all land parcels in the Muswellbrook Shire local government area occurred in 2022²⁴, with a base date of 1 July 2022²⁴.

These valuations will be used for rating purposes from 1 July 2023³⁵. These valuations will continue to be used until revised through general and/or special re-valuations by the Valuer General.

2.2 Rating Method

In accordance with section 514 of the *Local Government Act*, Council has declared each parcel of rateable land in the Muswellbrook Shire local government area as within one or other of the following categories:

1. Farmland;
2. Residential;
3. Mining;
4. Business.

Council declares that the ordinary rates will be applied across the following categories and sub-categories:

Residential – General

Council determines the sub-category for the category "Residential" called "Residential – General" for each parcel of rateable land valued as one assessment and:

1. its dominant use is for residential accommodation (otherwise than as a hotel, motel, guesthouse, backpacker hostel, nursing home, or any other form of residential accommodation (not being a boarding house or a lodging house) prescribed by the *Local Government (General) Regulations 2021* (NSW) ("Local Government Regulations")); or
2. in the case of vacant land, it is zoned or otherwise designated for use under an environmental planning instrument (with or without development consent) for residential purposes; or
3. it is rural residential land, and it is not subject to a Sewer Service Availability Charge.

Residential – Muswellbrook & Denman

Council determines a sub-category for the category “Residential” called “Residential – Muswellbrook and Denman” for each parcel of rateable land valued as one assessment and:

1. its dominant use is for residential accommodation (otherwise than as a hotel, motel, guesthouse, backpacker hostel, nursing home or any other form of residential accommodation (not being a boarding house or a lodging house) prescribed by the Local Government Regulations,); or
2. in the case of vacant land, it is zoned or otherwise designated for use under an environmental planning instrument (with or without development consent) for residential purposes;
3. and it is located within the urban area of Muswellbrook and Denman townships and is subject to a Sewer Service Availability Charge.

Farmland – General

Council determines a sub-category for the category “Farmland” called “Farmland – General” for each parcel of rateable land valued as one assessment and its dominant use is for farming which:

- a) has a significant and substantial commercial purpose or character; and
- b) is engaged in for the purpose of profit on a continuous or repetitive basis (whether or not a profit is actually made),

and the land cannot be sub-categorised as:

- Farmland – Irrigable

Land is not to be categorised as Farmland – General if it is rural residential land.

Farmland – Irrigable

Council determines a sub-category for the category “Farmland” called “Farmland – Irrigable” for each parcel of rateable land valued as one assessment if its dominant use is for farming which:

- a) has a significant and substantial commercial purpose or character; and
- b) is engaged in for the purpose of profit on a continuous or repetitive basis (whether or not a profit is actually made); and
- c) is subject of a water right within the meaning of the *Valuation of Land Act 1916* (NSW); and
- d) where the assessment or any part of the assessment:
 - (i) is irrigated for any farming purpose; or
 - (ii) has established irrigation reticulation capable of being used for any farming purpose; or
 - (iii) is wholly or partly within 100m of the Hunter River.

Note: a water right means a right or authority (however described) under the Water Management Act 2000, the Water Act 1912, or any other Act, being a right or authority to construct, install or use works of irrigation, or to use water supplied by works of irrigation.

Mining – General

Council determines the sub-category for the category “Mining” called “Mining – General” for each parcel of rateable land valued as one assessment if its dominant use is for a coal mine or metalliferous mine and cannot be sub-categorised as:

- ~~———— Mining – Underground Coal Mining; or~~
- ~~———— Mining – Metallurgical Coal Mining~~

Mining – Underground Coal Mining

~~Council determines a sub-category for the category “Mining” called “Mining – Underground Coal Mining” for each parcel of rateable land valued as one assessment if its dominant use is for a coal mine; and~~

- ~~a) ——— where the dominant kind of mining involved is longwall mining or board- and pillar mining (or both); and~~
- ~~b) ——— the land cannot be sub-categorised as “Mining – Metallurgical Coal Mining”.~~

Mining – Metallurgical Coal Mining

~~Council determines a sub-category for the category “Mining” called “Mining – Metallurgical Coal Mining” for each parcel of rateable land valued as one assessment if its dominant use is for a coal mine; and~~

- ~~a) ——— metallurgical coal extraction is a subject of an approved application for a project approval, development consent or other environmental planning instrument applicable to the land permitting that use; and~~
- ~~b) ——— metallurgical coal is the dominant type of coal extracted from or processed on the land.~~

~~For the purposes of this sub-category, “metallurgical coal” includes:~~

- ~~a) ——— Coal which is capable of being used for the manufacture of steel, iron or cement;~~
- ~~b) ——— Coal which is capable of producing coke;~~
- ~~c) ——— Coal which, by industry standards and specifications, can be classified as hard-coking coal, semi-soft coking coal or coking coal.~~

Business – General

Council determines the sub-category for the category of “Business” called “Business - General” for each parcel of rateable land valued as one assessment if it cannot be categorised as farmland, residential or mining and cannot be sub-categorised as:

- Business – Power Generation - [Non-Renewable](#);
- Business – Thomas Mitchell Drive Industrial Centre;
- Business – Showground Release Area; [or](#)
- [Business – Mine Rehabilitation](#); [or](#)
- [Business – Power Generation – Non-Renewable – Rehabilitation](#).

Business – Power Generation - Non-Renewable

Council determines a sub-category for the category “Business” called “Business – Power Generation – [Non-Renewable](#)” for each parcel of rateable land valued as one assessment if it cannot be categorised as farmland, residential or mining and if its dominant use is as a centre of any of the following activities:

- a) the generation of, or capacity to generate, more than 5 megawatts of electricity [generated from non-renewable resources](#); or
- the storage of, or capacity to store, more than 10 megawatt hours of electricity [generated from non-renewable resources](#);

and the land cannot be sub-categorised as 'Business – Mine Rehabilitation'.

[For the purpose of this sub-category "electricity generated from non-renewable resources" means electricity generated from coal, natural gas, oil or nuclear energy resources.](#)

[Business – Thomas Mitchell Drive Industrial Centre](#)

Council determines a sub-category for the category "Business" called "Business –

Thomas Mitchell Drive Industrial Centre" for each parcel of rateable land valued as one assessment located wholly or partly within the Thomas Mitchell Drive Industrial Centre.

[Business – Showground Release Area](#)

Council determines a sub-category for the category "Business" called "Business – Showground Release Area" for each parcel of rateable land valued as one assessment if it cannot be categorised as farmland, residential or mining and is located wholly or partly within the Showground Release Area.

[Business – Mine Rehabilitation](#)

Council determines a sub-category for the category "Business" called "Business – Mine Rehabilitation" for each parcel of rateable land valued as one assessment if it cannot be categorised as farmland, residential or mining and if its dominant use is as a centre of any of the following activities:

- a) the rehabilitation of land that is or has been disturbed by mining operations.

For the purposes of this sub-category, "rehabilitation" includes:

- [a\) the removal of buildings and infrastructure;](#)
- [a\)b\) the treatment or management of disturbed land or water for the purpose of establishing and maintaining a safe and stable environment; and](#)
- [b\)c\) the design and construction of landforms as well as the establishment of sustainable ecosystems or alternative vegetation.](#)

For the purposes of this sub-category "mining operations" means operations carried out in the course of mining.

[Business – Power Generation - Non-Renewable - Rehabilitation](#)

[Council determines a sub-category for the category "Business" called "Business – Power Generation - Non-Renewable - Rehabilitation" for each parcel of rateable land valued as one assessment if it cannot be categorised as farmland, residential or mining and if its dominant use is as a centre of any of the following activities:](#)

- [a\) power generation \(non-renewable\) operations.](#)

[and the land cannot be sub-categorised as 'Business – Power Generation \(Non-Renewable\)'.](#)

[For the purposes of this sub-category, "rehabilitation" includes:](#)

- [a\) removal of buildings and infrastructure;](#)
- [b\) the treatment or management of disturbed land or water for the purpose of establishing and maintaining a safe and stable environment; and](#)

- c) [the design and construction of landforms as well as the establishment of sustainable ecosystems or alternative vegetation.](#)

[For the purposes of this sub-category, "power generation \(non-renewable\)" means the generation of electricity from coal, natural gas, oil or nuclear energy resources.](#)

2.3 Structure of the Rate

In accordance with section 497 of the Local Government Act, Council has adopted the use of a base amount to which an ad valorem amount is added for all categories and sub-categories.

Council's reasons for this adoption are as follows:

- a base amount to which an ad valorem amount is added ensures that the rate burden falls equitably on all landowners for the cost and value of common services and facilities (from which all properties benefit) regardless of their rateable value of land;
- having given regard to the matters set out in section 536(1) of the Local Government Act, Council is of the opinion that a base amount charged per assessment is fair and equitable and reflects both the "benefit principle" and the "ability to pay principle".

2.4 Interest on Overdue Amounts

Subject to the maximum rate specified by the Minister from time to time, Councils are responsible for fixing, by formal resolution, the level of interest penalties to apply in respect of rates and charges that remain unpaid after they become due and payable (section 566 Local Government Act).

Council proposes to apply the maximum permissible rate of interest payable on outstanding rates and charges at a simple rate calculated daily.

The maximum interest rate for the 2024~~5~~/202~~6~~ financial year has been [determined by the minister](#). The rate ~~for set for 2025-2026~~ will be [10.5%](#). This remains the same as 2024-2025 rate. ~~023/2024 financial year was set at 9%.~~

Council may exercise its discretion to write off certain amounts (such as interest) in respect of rates and arrears in a range of appropriate circumstances and/or to enter into special agreements with persons or any category of ratepayers to facilitate the discharge of a rating liability.

The discretion to write off certain amounts may be exercised if special circumstances can be demonstrated by the relevant ratepayers.

2.5 Summary of Rating Philosophy

- I. That Council sets its rates so as to obtain the maximum possible yield and comply with the Office of Local Government's advice in relation to rate-pegging limitations and catch-up provisions.
- II. That Council sets a base amount for the sub-categories of an ordinary rate, in accordance with section 499 of the Local Government Act.
- III. That Council applies the maximum permissible rate of interest payable on outstanding rates and charges at a simple rate calculated daily.
- IV. That Council utilise changes on the Base Rate amount with the aim of evening out the rates burden and smoothing the impact of possible rate increases that may occur as Land Values are reassessed. Council will not exceed the statutory maximum of 50% of total revenue from the Base Rate amount in each category.

2.6 Matters Considered in Determining the Amount of a Rate

Council considers a number of discretionary matters when setting the quantum of the rate for each sub-category, including:

- I. The guiding principles for Councils expounded in Chapter 3 of the Local Government Act 1993, including transparency, impartiality, intergenerational equity and sound financial management;
- II. In respect of a base rate, criteria including:
 - Council's net general administration and overhead costs;
 - the extent to which projected ad valorem rates on individual properties do not reflect the cost of providing necessary services and facilities;
 - the level of grant or similar income available to provide necessary services and facilities;
 - the degree of congruity and homogeneity between the values of properties subject to the rate and their spread throughout the area; and
 - whether a rate that is wholly an ad valorem rate would result in an uneven distribution of the rate burden because a comparatively high proportion of assessments would bear a comparatively low share of the total rate burden.
- III. The extent to which those who pay for Council's services have the ability to pay for those services;
- IV. The extent to which those who receive the benefits of Council's services also pay for those services; and
- V. The applicable statutory caps on the rates that can be made.

3. Charges

Section 501 of the Local Government Act permits a Council to make and levy an annual charge for the following services provided, or proposed to be provided, on an annual basis by the Council:

- water supply services;
- sewerage services;
- drainage services (through the Stormwater Levy);
- waste management services (other than domestic waste management);
- any services prescribed by the Local Government Regulations.

Section 502 of the Local Government Act permits a Council to make a charge for a service referred to in section 496 of the Local Government Act (domestic waste management service) or section 501 of the Local Government Act (services identified above) according to the actual use of the service.

3.1 Water Charges

Pricing which reflects the costs incurred in the provision of potable water can help ensure conservation of scarce water resources and can promote more efficient investment in water infrastructure.

To achieve this, adequate cash flows are required to meet operating costs, to fund future necessary infrastructure and provide an acceptable rate of return – thereby ensuring the longer-term financial sustainability of the service.

One of the key elements in cost-reflective pricing identified by the Department of Climate Change, Energy, the Environment and Water (DCCEEW) is a cost-reflective two-part charge for water, comprising a water service availability charge and a consumption tariff. Council's availability charge uses the DCCEEW's recommended method, which is based on the square of the diameter of the supply pipe. This reflects the true availability of water access by the user.

There are three tariffs for consumption. The Residential Consumption Tariff is a two-tier tariff levied on rateable land categorised as residential for the purposes of ordinary rates and for which the service is provided or proposed to be provided. The Tier 1 charge applies to water consumption up to 350Kl and the Tier 2 charge applies to water consumption in excess of 350Kl per annum. A Non-Residential Consumption Tariff is levied on rateable land categorised as farmland, mining or business for the purposes of ordinary rates and for which the service is provided or proposed to be provided.

3.1.1 Availability Charges

Pursuant to section 552 of the Local Government Act, land that is supplied with water from a water main of the Council and land that is situated within 225 metres of a water main of Council (whether or not actually supplied with water from any water main of the Council) is charged an annual Water Service Availability Charge for each service to the property.

Similarly, pursuant to section 552 of the Local Government Act, all land is charged an annual sewerage service availability charge except land which is more than 75 metres from a sewer of Council and is not connected to the sewer; or land from which sewage could not be discharged into any sewer of Council.

Each Annual Water Service Charge applicable is included in the Annual Rate Notice issued for the financial year. Water consumption charges are raised three times per year.

3.2 Water and Sewerage Charges – General

User charges are fees levied on the community for the use of water and sewerage facilities provided by Council.

Income derived from water and sewerage charges can be used for either maintenance or capital expenditure. Unlike ordinary rates, water and sewerage charges are not subject to rate pegging in NSW.

Funds raised through water and sewerage charges are explicitly expended on the operational, maintenance and capital expenditure needs related to those services and activities.

3.2.1 Best Practice Charging

Council has implemented charging guidelines recommended by the DCCEEW for the charging of water and sewerage services.

3.2.1.1 Residential Sewerage Charge

Each parcel of rateable land categorised as residential for the purposes of ordinary rates, for which the service is provided or proposed to be provided, is levied the same charge under the Guidelines mentioned above, with the usage charge based on the average residential water consumption.

The combination of availability charge and usage charge meets the criteria in DCCEEW- National Water Initiative pricing principles.

3.2.1.2 Non-Residential Sewerage Charge

Each parcel of rateable land categorised as farmland, mining or business ("non-residential") for the purposes of ordinary rates, for which the service is provided or proposed to be provided, is levied a non-

residential sewerage charge based on a formula that includes a range of factors that include the size of the water connection, the amount of water used and the amount of water used that is expected to enter the sewerage treatment processes.

3.2.1.3 Trade Waste Charges

Trade Waste is defined as:

Any waters other than those used specifically for personal hygiene functions that may be contaminated with any substance as a direct or indirect result of a commercial activity.

The regulation of trade wastes is intended to:

- Prevent the biological capacity of the treatment works being exceeded resulting in the de-stabilising of the biological process and consequent odours emanating from the works;
- Ensure discharge of effluent from the treatment works is within the requirements of the *Protection of the Environment Operations Act 1997* (NSW);
- Protect the sewers and sewerage structures from corrosion, damage or blockage;
- Prevent overloading of the sewerage reticulation system;
- Ensure safe working conditions exist in the sewer reticulation system for the protection of Council staff;
- Ensure environmental protection of the local eco-systems, particularly those relating to the regional waterways.

Full details of the charges for Trade Waste are set out in the Fees and Charges Schedule.

3.2.1.4 Waste Management Service Charges and Introduction of FOGO from 1 July 2024

Council has introduced Food and Garden Organics (FOGO) commencing 1 July 2024. This service upgrade is in response to the NSW Waste & Sustainable Materials Strategy 2041 objective to divert all organic wastes from landfill. FOGO collections have a critical role to play in meeting the NSW Government's target of net-zero emissions by 2050 and creating a circular economy that reduces waste and benefits all NSW communities.

Council undertakes the management of the Muswellbrook Waste and Recycling Facility and the Denman Domestic Waste Transfer Station. Council manages the daily operations of these depots to ensure the appropriate and safe handling, disposal and storage of waste received at the facilities.

Weekly services for kerbside collection of Food and Garden Organics - FOGO (240 litre green lid bins) and alternate fortnightly collections of commingled recyclables (240L yellow lid bins) and residual waste (140 litre red lid bins) are provided by Council to residential (residential means categorised as residential for the purposes of ordinary rates) properties in Muswellbrook, Denman and Sandy Hollow townships, including Woodlands Ridge Road subdivision and Milperra Drive.

A biannual bulky waste clean-up service for large items such as furniture and whitegoods are also provided to the properties mentioned above. The dates and arrangements in relation to these activities will be advised at a time closer to the operation of the events.

Alternate fortnightly services for kerbside collection of residual waste (140 litre red lid bins) and commingled recyclables (240 litre yellow lid bins) are provided to non-residential (non-residential means categorised as farmland, mining or business for the purposes of ordinary rates) properties in

Muswellbrook, Denman and Sandy Hollow townships and residential and non-residential properties in the rural areas covered by the following rural roads:

- a) Golden Highway to Sandy Hollow
- b) Rosemount Road Loop
- c) Denman Road from Muswellbrook to Denman

Collection of FOGO waste (240L green lid bin) for non-residential or rural properties, defined by the roads above, will be provided if requested and charged an annual charge for each service required.

3.2.1.4.1 Domestic Waste Management Service

Under section 504 of the Local Government Act:

- A Council must not apply income from an ordinary rate towards the cost of providing domestic waste management services;
- Income to be applied by a Council towards the cost of providing domestic waste management services must be obtained from the making and levying of annual charges or the imposition of charges for the actual use of the service, or both;
- Income obtained from charges for domestic waste management must be calculated to not exceed the reasonable cost to the Council of providing those services.

Council determines the Domestic Waste Charge following these requirements. The charge is set at a rate that covers the cost of collecting and the disposal or recycling of the collected waste as well as the administration of the service. The processes involved in determining the charge is audited by Council's auditor.

3.2.1.4.2 Waste Management Service Availability Charge

Under section 496 of the *Local Government Act*, Council must make and levy an annual charge on each parcel of rateable for which the domestic waste management service is available, whether occupied land or vacant land.

Council may make an annual charge for the provision of a domestic waste management service for a parcel of land that is exempt from rating if:

- the service is available for that land; and
- the owner of that land requests or agrees to the provision of the service to that land; and
- the amount of the annual charge is limited to recovering the cost of providing the service to that land.

3.2.1.4.3 Waste Management Service (other than Domestic Waste Management Service)

Under section 501 of the Local Government Act, Council may make and levy a charge for the provision of waste management services (other than domestic waste management services) on each parcel of rateable land for which the service is provided or proposed to be provided.

This charge applies to non-residential (non-residential means categorised as farmland, mining or business for the purposes of ordinary rates) properties.

3.2.1.5 Matters considered in Determining the Amount of a Charge

- a) In determining the amount of a charge for a service, the Council may have regard to (but is not limited to) the following:

- the purpose for which the service is provided
 - the nature, extent and frequency of the service
 - the cost of providing the service
 - the categorisation for rating purposes of the land to which the service is provided
 - the nature and use of premises to which the service is provided
 - the area of land to which the service is provided
- b) The amount of a charge need not be limited to recovering the cost of providing the service, for which the charge is made, except as provided by sections 503(2) and 504 (3) of the Local Government Act.
- c) Council will continue with a recycling service. The cost of providing this service is included in the Domestic Waste Management Service charge and also the Waste Management Service Charge. These charges entitle ratepayers to a fortnightly recycling collection.
- d) Council will commence the FOGO waste service. The cost of providing this service is included in the Domestic Waste Management Service charge. These charges entitle ratepayers to a weekly FOGO waste collection. The charge for the collection of the FOGO waste is not included in the Waste Management Service Charge or Rural Waste Charges. However, property owners to which these charges apply can elect to utilise and pay for the FOGO waste service.

3.3 Stormwater Management Charge

Under section 496A of the Local Government Act, Council may make and levy an annual charge for the provision of stormwater management services for each parcel of rateable land for which the service is available.

The raising of the levy and the application of the funds collected will be in accordance with the *Stormwater Management Service Charges Guidelines* issued by the Office of Local Government.

3.4 On-Site Sewer Management System – “Approved to Operate”

Pursuant to section 68(1) of the Local Government Act, Councils are the approval and regulatory authority for the monitoring and management of all on-site sewer management systems.

Council will levy an annual fee for the Approval to Operate an Onsite Sewer Management System, as part of the Annual Rates and Charges Notice. This charge will also include the fee for the inspection of the system. This charge will be displayed as a separate line on the notice. Please see Council’s Fees and Charges document for the prescribed fees.

Statement of Rates Proposed to be Levied for 2024~~5~~/2026~~5~~

Section 494 Local Government Act.

Ordinary Rates

Rates are assessed by levies on the value of the land. Land values are determined by the Valuer General. Increases in ordinary rate income are subject to the percentage variation as determined by the Independent Pricing and Regulatory Tribunal (IPART). This is referred to as the rate peg limit.

For the 2024~~5~~/2026~~5~~ rating year, IPART has set Muswellbrook Shire's rate peg at 4.53.9%.

Rate Type	Category	Sub-Category	Ad Valorem Cents in \$	Base Amount / Min \$	Base Amount % of Total Rate Levied	Yield (Est.)
Ordinary	Residential	Residential – General	0.29 22097 626	\$240	18.0 88 %	\$1,218,031 85,190
Ordinary	Residential	Residential – Muswellbrook & Denman	0.42 74055 976	\$290	321.11%	\$5,294,206 579,060
Ordinary	Farmland	Farmland – General	0.18 16215 010	\$400	13.10 2.62 %	\$1,108,691 31,600
Ordinary	Farmland	Farmland – Irrigable	0.20 94931 0000	\$440	10.39 9.66 %	\$478,361 91,804
Ordinary	Mining	Mining – General	0.78 42800 630100	\$15,000	1.24%	\$13,314,820
Ordinary	Mining	Mining – Underground Coal Mining	0.82 4051	\$15,000	4.34%	\$345,444
Ordinary	Mining	Mining – Metallurgical Coal Mining	0.82 4051	\$15,000	9.91%	\$1,646,621
Ordinary	Business	Business – General	0.83 51417 5192	\$250	7.68 2 %	\$1,556,087 536,161
Ordinary	Business	Business – Power Generation – Non-Renewable	5.29 76004 99070	\$25,000	16.26 5.65 %	\$307,463 19,454
Ordinary	Business	Business – Thomas Mitchell Drive Industrial Centre	0.89 82627 99326	\$275	10.34 9.95 %	\$98,983 414,543
Ordinary	Business	Business – Showground Release Area	0.17 71351 8168	\$250	1.97 0 %	\$12,690 3,185
Ordinary	Business	Mine Rehabilitation	0.78 42800 630100	\$15,000	0%	\$0
Ordinary	Business	Power Generation – Non-Renewable – Rehabilitation	5.499070	\$25,000	0%	\$0

Water Charges

Muswellbrook Shire Council:
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For 2024⁵/2025⁶, Council is proposing to levy Water Service Availability Charges as set out below:

1. A Water Service Availability Charge is levied on each parcel of rateable land that is supplied with water from a water pipe of the Council or land that is situated within 225 metres of a water pipe of the Council (whether or not actually supplied with water from any water pipe of the Council). The Water Service Availability Charges to be levied is based on the service size of the connection to the water supply line.

The Water Service Availability Charges for the year commencing 1 July 2024⁵ are:

Water Service Charge Category	Amount
Availability Charge (Not Connected)	\$270.00 \$280.50
Availability Charge (Connected)	
- 20mm service	\$270.00 \$280.50
- 25mm service	\$422.00 \$438.00
- 32mm service	\$691.00 \$718.00
- 40mm service	\$1,080.00 \$1,122.00
- 50mm service	\$1,688.00 \$1,753.00
- 65mm service	\$2,852.00 \$2,963.00
- 80mm service	\$4,320.00 \$4,488.00
- 100mm service	\$6,750.00 \$7,013.00
- 150mm service	\$15,188.00 \$15,778.00

Pursuant to section 552 of the *Local Government Act 1993* (NSW), a charge relating to water supply will not be levied on land unless water could be supplied to some part of the land from a standpipe at least 1 metre in height from the ground level, if such a pipe were laid and connected to the Council's mains.

2. A Consumption Tariff is to be levied per kilolitre of water supplied to each parcel of rateable land from a water pipe of the Council. The water consumption tariffs proposed for the year commencing 1 July 2024⁵ are:

Consumption Tariff	Tier ¹	\$ per Kilolitre (KL)
Residential (rateable land categorised as residential for the purposes of ordinary rates)	Tier 1 (1-350KL per annum)	\$2.80 \$3.00
	Tier 2 (>350KL per annum)	\$3.95 \$4.50
Non-Residential (rateable land not categorised as residential for the purposes of ordinary rates)	N/A	\$3.80 \$4.10

Sewerage Charges

For 2024⁵/2025⁶, Council is proposing to levy Sewerage Service Availability Charges as set out below:

An annual charge for sewer is applicable to each parcel of rateable land except:

- a) Land which is more than 75 metres from a sewer of the Council and is not connected to

¹ Where applicable

- the sewer; and
- b) Land from which sewage could not be discharged into any sewer of the Council.

1) Residential Sewer Charges

A Sewer Service Availability Charge is levied on each parcel of rateable land categorised as residential for the purposes of ordinary rates for which the service is provided or is proposed to be provided. The Sewer Service Availability Charges to be levied for the year commencing 1 July 2024⁴⁵ are:

Sewer Service Availability Charge:

Residential Sewer Availability Charge (Vacant)	\$419.0436.00
Residential Sewer Charge (Occupied)	\$1,119076.00

2) Non-Residential Sewer Service Availability Charge:

A Non-Residential Sewer Service Availability Charge is levied on each parcel of rateable land not categorised as residential for the purposes of ordinary rates for which the service is provided or proposed to be provided. The Non-Residential Sewer Service Availability Charge to be levied in respect of each relevant parcel for the year commencing 1 July 2024⁴⁵, will be based on the following formula:

$$SC = SDF \times (AC + (C \times UC))$$

SC = Sewerage Charge

C = Total water consumption for meter

SDF = Sewerage Discharge Factor

UC = Sewer Usage Charge (see below table titled "Sewer Usage Charge Table")

AC = Availability Charge (see below table titled "Availability Charges Table")

Availability Charges Table: The Availability Charges for the year commencing 1 July 2024⁴⁵ are:

Availability Charge Category	Amount
AC - Availability Charge (Not Connected)	\$419.00436.00
AC - Availability Charge (Connected)	
20mm service	\$419.00436.00
25mm service	\$654.69681.25
32mm service	\$1,072.641,116.16
40mm service	\$1,676.001,744.00
50mm service	\$2,618.752,725.00
65mm service	\$4,425.694,605.25
80mm service	\$6,704.006,976.00
100mm service	\$10,475.0010,900.00
150mm service	\$23,568.7524,525.00

Sewer Usage Charge Table: The Sewer Usage Charge for the year commencing 1 July 2024⁴⁵ is:

Sewer Usage Charge	\$ per Kilolitre (KL)
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Non-Residential Sewer Usage Charge	\$3,804.10
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Discharge Factors required for non-residential properties will be determined on an individual rateable parcel basis.

Domestic Waste Management Charges

Domestic Waste Management Charges are levied in accordance with section 496 of the Local Government Act.

For 2024/2025 Council is proposing to levy the following charges in regard to Domestic Waste Management Services:

Domestic Waste Management Service Charges

Urban Domestic Waste Management Availability Charge (1)	\$1,363.00
Urban Domestic Waste Management Service Charge (2)	\$5,609.00
Additional Urban Domestic Waste Management Service Charge	\$1,245.00
Weekly Collection Domestic Waste Service - Red Lid bin only	\$1,060.00
Upsize to 240L Domestic Waste Service Charge – Red Lid Bin only	\$1,802.66
Additional Urban Domestic Waste Management Recycling Service Charge	\$1,159.00
Additional Urban Domestic Waste Management FOGO Waste Service Charge	\$1,008.00

- (1) This charge applies to vacant rateable land categorised as residential for the purposes of ordinary rates and situated within the urban area in which a Domestic Waste Management Service is able to be provided.
- (2) Each habitable premises is entitled to one approved mobile residual waste bin service and one recyclable material bin per fortnight and one weekly collection of FOGO waste for each Urban Domestic Waste Management Service Charge.

For 2024/2025 Council proposes to levy the following charges on each parcel of rateable land categorised as residential or farmland for the purposes of ordinary rates and situated within the rural area to which a Domestic Waste Management Service is available.

Rural Domestic Waste Management Service Charge

Rural Domestic Waste Management Availability Charge (1)	\$1,273.00
Rural Domestic Waste Management Service Charge (2)	\$4,255.00
Additional Rural Domestic Waste Management Service Charge	\$1,245.00
Weekly Collection Domestic Waste Service - Red Lid bin only	\$1,060.00
Upsize to 240L Domestic Waste Service Charge – Red Lid Bin only	\$1,802.66
Additional Rural Domestic Waste Management Recycling Service Charge	\$1,159.00
Rural Domestic Waste Management FOGO Waste Service Charge	\$1,080.00

- (1) This charge applies to vacant rateable land categorised for rating purposes as Residential or Farmland and situated within the rural area in which a Rural Domestic Waste Management Service is available.
- (2) Each habitable premises is entitled to one approved mobile residual waste bin and one recyclable material bin per fortnight for each Rural Domestic Waste Management Service

Charge.

Waste Management Charges

For 2025~~4~~/2025~~6~~, Council proposes to levy the following charges on each parcel of rateable land not categorised as residential for the purposes of ordinary rates and situated within the urban area in which a Waste Management Service is provided or able to be provided. Waste Management Charges are levied in accordance with section 501 of the Local Government Act.

For 2024~~5~~/2025~~6~~ Council is proposing to levy the following charges in regard to Domestic Waste Management Services:

Waste Management Service Charge

Urban Waste Management Availability Charge – Non-Domestic (1)	\$1 27 35.00
Waste Management Service Charge (2)	\$4 25 56.00
Additional Waste Management Service Charge	\$1 4 25.00
Weekly Collection Waste Management Service - Red Lid bin only	\$1 60 00.00
Upsize to 240L Waste Management Service Charge – Red Lid Bin only	\$1 80 266.00
Additional Waste Management Recycling Service Charge	\$1 15 98.00
Waste Management FOGO Waste Service Charge	\$1 0 80.00

- (3) This charge applies to vacant rateable land not categorised as residential for the purposes of ordinary rates and situated within the urban area in which a Waste Management Service is provided or proposed to be provided.
- (4) Each habitable premises is entitled to one approved mobile residual waste bin and one recyclable material bin per fortnight for each Waste Management Service Charge.

For 2024~~5~~/2025~~6~~, Council proposes to levy the following charges on each parcel of rateable land not categorised for rating purposes as Residential or Farmland and situated within the rural area in which a Waste Management Service is provided or proposed to be provided.

Rural Waste Management Service Charge

Rural Waste Management Availability Charge – Non-Domestic (1)	\$1 35 27.00
Rural Waste Management Service Charge (2)	\$4 56 25.00
Additional Rural Waste Management Service Charge	\$1 4 25.00
Weekly Collection Waste Management Service - Red Lid bin only	\$1 60 0.00
Upsize to 240L Waste Management Service Charge – Red Lid Bin only	\$1 80 266.00
Additional Rural Waste Management Recycling Service Charge	\$1 15 98.00
Rural Waste Management FOGO Waste Service Charge	\$1 0 80.00

- (1) This charge applies to vacant rateable land not categorised as residential or farmland for the purposes of ordinary rates and situated within the rural area in which a Rural Waste Management Service is provided or proposed to be provided.
- (2) Each habitable premises is entitled to one approved mobile residual waste bin service and one recyclable material bin fortnightly for each Rural Waste Management Service Charge.

Stormwater Management Charge

Muswellbrook Shire Council:
Record Number: [] (Uncontrolled document when printed)

Date printed: 17 April 2025
Page 17 of 18

Pursuant to section 496A of the Local Government Act, Council will levy a Stormwater Management Service Charge on each parcel of rateable land within the Muswellbrook and Denman urban areas and included in the Town Planning Zones of R1 General Residential, B2 Local Centre, SP2 Infrastructure, IN2 Light Industrial, IN1 General Industrial and RU5 Village, except where an exemption or variation to the charge is provided in accordance with the document titled "Stormwater Management Service Charge Guidelines" issued by the Office of Local Government in July 2006, at a rate of \$25.00 per Residential parcel of rateable land and \$12.50 per Residential strata unit.

Where a non-residential (not categorised as residential for the purposes of ordinary rates) parcel of rateable land exists with an area falling within the ranges outlined below the charge will be levied as follows:

Area Sqm	Charge
0 - 1,199	\$25.00
1,200 - 4,999	\$100.00
5,000 - 9,999	\$375.00
>10,000	\$725.00

Hunter Catchment Contribution

The Minister has not yet determined the rate for 2024⁴⁵/2025⁵⁶ for the Hunter Catchment Contribution. The fee set for 2023³⁴/2024⁴⁵ was 0.00¹⁰⁴⁶⁰⁶²⁹. Council will adopt the rate as determined by the Minister for 2024⁴⁵/2025⁵⁶.

The rate is levied and collected in accordance with Clauses 36 and 40 of *Local Land Services Regulation 2014* (NSW). The rate is set by the Local Land Services on the Land Value, as determined from time to time, within the Muswellbrook Shire local government area.

4. Version History

This section identifies authors who reviewed the Policy and the date that it became effective.

V.	Date	Modified by	Amendments/Previous adoption details
1.	18/02/2025	Rates Officer	Updated for 2024 ⁴⁵ /2025 ⁵⁶ Budget Estimates

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Fees & Charges 2025/26

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Explanation Table

Columns

Fee (excl. GST)	Fee (excl. GST) (25/26)
GST	GST Amount (25/26)
Fee (incl. GST)	Fee (incl. GST) (25/26)
Description	Description & Detail
Fee Type	Fee Types

Classifications

Fee Types

A	This is a fee charged under relevant legislation. The details of the legislation and section are contained under the heading of the various types of fees. Council is unable to vary the amount of these fees. (Section 610)
B	Is generally an indicative fee which is recommended by the Local Government and Shires Association of NSW and Department of Local Government to maintain a comparative fee for all Councils (relates to property and zoning certificates). (Section 609)
C	These fees are for the hire of Council premises and facilities. They have generally been reviewed by Council Committees and also by Council's Consultant Valuer to gain the current market value for lease properties on the commercial market.
D	These are fees and charges generally for documents and minor services provided by the Council. In most cases, the amount fixed represents a minimal fee designed to cover the cost of materials and other fixed costs in providing the information.
E	This fee sets out to try and recover the full cost of the goods and services provided.
n/a	Not applicable

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Muswellbrook Shire Council

Council's Annual Revenue Policy (Fees and Charges) provides a fee exemption for local registered charities for the casual use of Council's facilities subject to the discretion of the General Manager. The payment of deposit bonds and other charges are still required where applicable. To qualify, an organisation must provide evidence of its registration with the Australian Charities and Non-for-Profits Commission and operate in the Muswellbrook Local Government Area. Where a fee exemption is approved, the registered charity when requested should acknowledge Muswellbrook Shire Council's support

Administration

Administration Centre Room Hire

Councillors Room

Per Hour	\$58.64	\$5.86	\$64.50	E
Per Day - 8 Hours	\$425.91	\$42.59	\$468.50	E

Loxton Room

Per Hour	\$58.64	\$5.86	\$64.50	E
Per Day - 8 hours	\$425.91	\$42.59	\$468.50	E

Weidmann Room

Per hour	\$37.73	\$3.77	\$41.50	E
Per Day - 8 Hours	\$266.36	\$26.64	\$293.00	E

Banners

Installation of Banners (not for profit)	\$394.50	\$0.00	\$394.50	E
Cleaning and Storage, installation & removal (once only payment)	\$656.50	\$0.00	\$656.50	E

Business Paper

Copy of Council Business Paper, Late Items & Minutes

12 Months Service	\$486.50	\$0.00	\$486.50	E
6 Months Service	\$248.00	\$0.00	\$248.00	E

Cemetery Fees

Right of Burial Fees

Council Policy C10/2

General Cemetery – Purchase of 2.4 x 1.2m plot	\$553.00	\$0.00	\$553.00	E
Lawn Cemetery – Purchase of 2.4 x 1.2m plot	\$2,007.50	\$0.00	\$2,007.50	E
Columbarium – Purchase of one niche	\$282.00	\$0.00	\$282.00	E
Columbarium – Installation of plaque and ashes	\$133.18	\$13.32	\$146.50	E
Memorial Wall – Installation of plaque	\$69.55	\$6.95	\$76.50	E
Interment Levy Fee - Ashes	\$63.00	\$6.30	\$69.30	A
Interment Levy Fee - Burial	\$156.00	\$15.60	\$171.60	A

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Right of Burial Fees [continued]

Bronze Plaque	Charged separately at cost plus 10%			E
Permission to erect structure (e.g. headstone, slab, and concrete kerbing etc.)	\$93.50	\$0.00	\$93.50	D

Certificates

Section 603 Certificate LGA 1993	\$100.00	\$0.00	\$100.00	A
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Credit Card Payments

Merchant Fee Recovery	Fee is charged in accordance with the merchant fee charged by the financial institution.			E
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Dishonoured Payments

Dishonoured Direct Debits, returned to Council	\$21.00	\$0.00	\$21.00	E
Dishonoured Cheques, returned to Council	\$21.00	\$0.00	\$21.00	E

Enquiry Fee

As provided in Section 608(2) of the LGA 1993 and subject to the provision of the LG Act and Privacy and Personal Information Protection Act

Giving information	\$21.50	\$0.00	\$21.50	E
Plus Hourly Charge	\$51.50	\$0.00	\$51.50	E

Environmental Services Fees and Charges

For Health, Building, Planning, Environmental and Regulatory Issues please See Separate Section at End of Document

Event Equipment Hire

Stage

2.4m x 1.2m Panel

Inflatable Outdoor Cinema Screen package

6m Inflatable Outdoor Cinema Screen Package	\$425.91	\$42.59	\$468.50	E
Includes: 6m inflatable outdoor cinema screen, HD digital projector, speakers (2), cordless microphones (2), ground tarp, all ground stakes, tie down ratchets and electronic cabling/leads				

Sound Equipment Package

Equipment Hire - Set Up/Pack Down

Chair/Table Hire

Trestle Table 750 x 1800mm	\$16.82	\$1.68	\$18.50	E
White Plastic Chair	\$6.36	\$0.64	\$7.00	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

MSC Branded Popup Marquee Hire

Marquee 3m x 3m	\$58.64	\$5.86	\$64.50	E
Marquee 3m x 4m	\$175.91	\$17.59	\$193.50	E
Marquee 4m x 8m	\$319.55	\$31.95	\$351.50	E

Visitors Information Centre - Photocopying

B/W- A4	\$0.27	\$0.03	\$0.30	E
Colour - A4	\$0.64	\$0.06	\$0.70	E
B/W - A3	\$0.64	\$0.06	\$0.70	E
Colour - A3	\$0.91	\$0.09	\$1.00	E

Government Information (Public Access) Act 2009 (GIPA)

A 50% reduction in fees will be granted to holders of Pensioner Health Benefits Cards.
Further details are set out in FOI Procedures Manual (Section 2.14)

Application Fee (includes 1 hour processing)	\$31.00	\$0.00	\$31.00	A
Processing Fee	\$31.00	\$0.00	\$31.00	A
Internal Processing Fee	\$41.50	\$0.00	\$41.50	A

Photocopying/Printing

Photocopying and Printing services also available at Upper Hunter Regional Library Service branches at Muswellbrook and Denman

B/W – A4	\$0.36	\$0.04	\$0.40	E
Colour – A4	\$1.00	\$0.10	\$1.10	E
B/W – A3	\$1.18	\$0.12	\$1.30	E
Colour – A3	\$2.00	\$0.20	\$2.20	E
B/W – A1	\$12.18	\$1.22	\$13.40	E
Colour – A1	\$16.27	\$1.63	\$17.90	E
B/W – A0	\$17.91	\$1.79	\$19.70	E
Colour – A0	\$21.82	\$2.18	\$24.00	E

Document Scanning

A1 and A0	\$5.00	\$0.50	\$5.50	E
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All Council Properties

Bond (refunded after inspection). Except shows and events (see Shows & Events Listing)	\$550.00	\$0.00	\$550.00	E
Cleaning Charge – minimum (2 hours if not left clean)	\$170.00	\$17.00	\$187.00	E
Cleaning charge – per hour thereafter	\$68.18	\$6.82	\$75.00	E
Key Deposit (refundable)	\$75.00	\$0.00	\$75.00	E

Muswellbrook Regional Art Centre

Muswellbrook Art Prize – Painting	\$40.91	\$4.09	\$45.00	D
Muswellbrook Art Prize – Works on Paper	\$22.73	\$2.27	\$25.00	D
Muswellbrook Art Prize - Ceramics	\$22.73	\$2.27	\$25.00	D

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Muswellbrook Regional Art Centre [continued]

Viola Bromley Art Prize	\$18.18	\$1.82	\$20.00	D
Mullins Conceptual Photography Prize	\$40.91	\$4.09	\$45.00	E
Online Store Flat Rate Shipping	\$9.09	\$0.91	\$10.00	E
Commission on Sale of Works			35%	D
Gallery Membership - Per Person	\$45.45	\$4.55	\$50.00	C
Uncollected Work Storage Fee Per Day		Minimum Fee \$20.00 Incl GST		E

Administration Charges

Refund and Transfer Balances Processing (Rates and Water)	\$15.59	\$0.00	\$15.59	E
Rates and Water re-issue (print & postage)	\$10.00	\$0.00	\$10.00	E
Rates and Water Notice re-issue (email copy)	\$5.20	\$0.00	\$5.20	E

Sale of Land for unpaid rates and charges

Local Government Act section 718 Application of purchase money

Administration Cost - Sale of Land for Unpaid rates and charges	\$2,000.00	\$0.00	\$2,000.00	A
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Hall Hire

Community or non profit organisations who make a series of bookings that are not for commercial purpose, and pay in advance may be charged proportionate hourly rates and receive a 25% discount.

Denman Memorial Hall

Hire of Hall (hourly rate)	\$53.18	\$5.32	\$58.50	C
Daily Hire - 8 Hours	\$345.45	\$34.55	\$380.00	C
Half-Day Hire - 4 Hours	\$181.36	\$18.14	\$199.50	C

Indoor Sports Centre Complex - Denman

Regular Group bookings available

Per Day (Whole Facility) - 8 hours	\$342.73	\$34.27	\$377.00	C
Per Half-Day (Whole Facility) - 4 hours	\$181.36	\$18.14	\$199.50	C
Up to 4 hours				
Basketball Court (per hour) – Casual Hire	\$52.27	\$5.23	\$57.50	C
Basketball Court - Casual Hire (Seniors)	\$25.91	\$2.59	\$28.50	C
Basketball Court - Casual Hire (Juniors Under 18s)			Free of Charge	n/a
Basketball Court (per hour) – User Groups	\$36.36	\$3.64	\$40.00	C
Basketball Court - User Groups (Seniors)	\$18.18	\$1.82	\$20.00	C
Basketball Court - User Groups (Juniors Under 18s)			Free of Charge	n/a
Squash Courts (per court, per hour) – Casual Hire	\$25.45	\$2.55	\$28.00	C
Squash Courts (per court, per hour) – User Groups	\$19.09	\$1.91	\$21.00	C
Tennis Courts (per court, per hour) – Day – Casual Hire	\$18.18	\$1.82	\$20.00	C
Tennis Courts (per court, per hour) - Day - Casual Hire (Seniors)	\$9.09	\$0.91	\$10.00	C
Tennis Courts (per court, per hour) - Day - Casual Hire(Juniors Under 18s)			Free of Charge	n/a
Tennis Courts (per court, per hour) – Day – User Groups	\$15.00	\$1.50	\$16.50	C

continued on next page ...

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Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Indoor Sports Centre Complex - Denman [continued]

Tennis Courts (per court, per hour) - Day - User Groups (Seniors)	\$7.73	\$0.77	\$8.50	C
Tennis Courts (per court, per hour) - Day - User Groups (Juniors Under 18s)			Free of Charge	n/a
Tennis Courts (per court, per hour) – Night – Casual Hire	\$25.45	\$2.55	\$28.00	C
Tennis Courts (per court, per hour) - Night - Casual Hire (Seniors)	\$12.73	\$1.27	\$14.00	C
Tennis Courts (per court, per hour) - Night - Casual Hire (Juniors Under 18s)			Free of Charge	n/a
Tennis Courts (per court, per hour) – Night – User Groups	\$37.27	\$3.73	\$41.00	C
Tennis Courts (per court, per hour) - Night - User Groups (Seniors)	\$18.64	\$1.86	\$20.50	C
Tennis Courts (per court, per hour) - Night - User Groups (Juniors Under 18s)			Free of Charge	n/a
Mezzanine Floor Area (per hour) – Day	\$19.55	\$1.95	\$21.50	C
Mezzanine Floor Area (per hour) – Night	\$25.45	\$2.55	\$28.00	C
Playgroups & community groups (maximum 3 hours)	\$29.55	\$2.95	\$32.50	C

Indoor Sports Centre - Muswellbrook

Per Day (Whole Facility) - 8 hours	\$342.73	\$34.27	\$377.00	C
50% discount for local schools for whole centre day hire				
Per Half-Day (Whole Facility) - 4 hours	\$181.36	\$18.14	\$199.50	C
School Groups (half day, per student) - 4 hours	\$4.32	\$0.43	\$4.75	C
Basketball Court (one court) – Casual Hire - Per Hour	\$52.27	\$5.23	\$57.50	C
Basketball Court – (two court, per hour) – Casual Hire	\$90.45	\$9.05	\$99.50	C
Basketball Court (one court) – User Groups - Per Hour	\$36.36	\$3.64	\$40.00	C
Basketball Court – (two court, per hour) – Users Group	\$60.00	\$6.00	\$66.00	C
Individual Practice (per hour) – Casual Hire	\$23.64	\$2.36	\$26.00	C
Gymnasium Only (per hour)	\$19.54	\$1.95	\$21.50	C
Meeting Room (small, per hour)	\$23.64	\$2.36	\$26.00	C
Canteen Hire (per hour)	\$23.64	\$2.36	\$26.00	C
Table Hire	\$7.73	\$0.77	\$8.50	C
Chair Hire	\$2.64	\$0.26	\$2.90	C

Muswellbrook Regional Art Centre

During Art Centre Hours

Gallery Hire Hourly Base Rate	\$86.36	\$8.64	\$95.00	C
Refundable Security Deposit			10% of hire fee	C

Outside Art Centre Hours

Gallery Hire Hourly Base Rate	\$131.82	\$13.18	\$145.00	C
Refundable Security Deposit			10% of hire fee	C

Senior Citizens Centre

Per Day - 8 Hours	\$292.73	\$29.27	\$322.00	C
Per Half Day - 4 Hours	\$170.00	\$17.00	\$187.00	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Stan Thiess Centre

Multi purpose Building including Public toilets and Kiosk Area

Community or non profit organisations who book for a series of sessions and pay in advance receive a 25% discount

Per Day - 8 Hours	\$292.73	\$29.27	\$322.00	C
Per Half-Day - 4 Hours	\$170.00	\$17.00	\$187.00	C
Additional Hours	\$37.27	\$3.73	\$41.00	C
Playgroups & community groups (maximum 3 hours)	\$29.55	\$2.95	\$32.50	C

Muswellbrook Shire Libraries

Seminar Room

Per Hour	\$81.82	\$8.18	\$90.00	C
Up to 3 hours	\$244.55	\$24.45	\$269.00	C
1 day during Business Hours	\$325.91	\$32.59	\$358.50	C
Cancellations within 24 hours (50% of quoted fee) - per hour	\$40.45	\$4.05	\$44.50	C
Cancellations within 24 hours (50% of quoted fee) - Up to 3 hours	\$121.95	\$12.19	\$134.14	E
Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	\$163.02	\$16.30	\$179.32	E
Cleaning Fee	\$61.82	\$6.18	\$68.00	E

Library Meeting Room 1

Free for Members - up to 3 hours

Library Members - Up to 3 Hours			FREE	n/a
Up to 3 hours – Visitor & Business use	\$10.00	\$1.00	\$11.00	C
1 Day during Business Hours	\$72.27	\$7.23	\$79.50	C
Cancellations within 24 hours (50% of quoted fee) - Up to 3 hours	\$4.96	\$0.50	\$5.45	E
Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	\$36.13	\$3.61	\$39.74	E

Library Meeting Room 2 (Community Room)

Community Organisations - Up to 3 Hours			FREE	n/a
Business Users - Per Hour	\$34.55	\$3.45	\$38.00	C
Business Users - Up to 3 Hours	\$104.55	\$10.45	\$115.00	C
1 Day During Business Hours	\$139.09	\$13.91	\$153.00	C
Cancellations within 24 hours (50% of quoted fee) - per hour	\$17.94	\$1.79	\$19.74	E
Cancellations within 24 hours (50% of quoted fee) - Up to 3 hours	\$54.31	\$5.43	\$59.74	E
Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	\$72.27	\$7.23	\$79.50	E

Denman Library Community Room

Community Organisations - Up to 3 Hours			FREE	n/a
Business Users - Per Hour	\$34.55	\$3.45	\$38.00	C
Business Users - Up to 3 Hours	\$104.55	\$10.45	\$115.00	C
1 Day During Business Hours	\$139.09	\$13.91	\$153.00	C

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Local Studies Room

DHB STEM Innovation Lab

NB: Business Hours are determined as between 8:30am & 5:00pm, Monday to Friday and excluding Public Holidays for a total of 8 hours.

Per Hour	\$81.82	\$8.18	\$90.00	E
Up to 3 Hours	\$244.55	\$24.45	\$269.00	E
1 Day during Business Hours	\$325.91	\$32.59	\$358.50	E
Cancellations within 24 hours (50% of quoted fee) - per hour	\$40.45	\$4.05	\$44.50	E
Cancellations within 24 hours (50% of quoted fee) - Up to 3 hours	\$121.82	\$12.18	\$134.00	E
Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	\$162.73	\$16.27	\$179.00	E
Cancellations within 24 Hours for all bookings outside of business hours	75% of quoted fee			E
Cleaning Fee	\$67.73	\$6.77	\$74.50	E
Administration Charge per Hour up to 2hrs (Monday - Friday for all hrs beyond 7pm)	\$103.90	\$10.39	\$114.29	E
Administration Charge per Hour after 2hrs (Monday - Friday for all hrs beyond 7pm)	\$141.68	\$14.17	\$155.85	E
Administration Charge per Hour up to 2hrs (Saturday)	\$103.90	\$10.39	\$114.29	E
Administration Charge per Hour after 2hrs (Saturday)	\$141.68	\$14.17	\$155.85	E
Administration Charge per Hour (Sunday & Public Holiday)	\$141.68	\$14.17	\$155.85	E

DHB Meeting Room

NB: Business Hours are determined as between 8:30am & 5:00pm, Monday to Friday and excluding Public Holidays for a total of 8 hours.

Per Hour	\$81.71	\$8.17	\$89.88	E
Up to 3 Hours	\$244.55	\$24.45	\$269.00	E
1 day during Business Hours	\$325.91	\$32.59	\$358.50	E
Cancellations within 24 Hours (50% of quoted room hire fee) - per hour	\$40.45	\$4.05	\$44.50	E
Cancellations within 24 Hours (50% of quoted room hire fee) - Up to 3 hours	\$121.82	\$12.18	\$134.00	E
Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	\$162.73	\$16.27	\$179.00	E
Cancellations within 24 Hours for all bookings outside of business hours	75% of quoted fee			E
Cleaning Fee	\$67.73	\$6.77	\$74.50	E
Administration Charge per Hour up to 2hrs (Monday - Friday for all hrs beyond 7pm)	\$103.90	\$10.39	\$114.29	E
Administration Charge per Hour after 2hrs (Monday - Friday for all hrs beyond 7pm)	\$141.82	\$14.18	\$156.00	E
Administration Charge per Hour up to 2hrs (Saturday)	\$103.90	\$10.39	\$114.29	E
Administration Charge per Hour after 2hrs (Saturday)	\$141.82	\$14.18	\$156.00	E
Administration Charge per Hour (Sunday & Public Holiday)	\$141.68	\$14.17	\$155.85	E

DHB Foyer

NB: Business Hours are determined as between 8:30am & 5:00pm, Monday to Friday and excluding Public Holidays for a total of 8 hours.

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

DHB Foyer [continued]

Per Hour	\$49.09	\$4.91	\$54.00	E
Up to 3 Hours	\$146.36	\$14.64	\$161.00	E
1 day during Business Hours	\$195.45	\$19.55	\$215.00	E
Cancellations within 24 hours (50% of quoted fee) - per hour	\$24.55	\$2.45	\$27.00	E
Cancellations within 24 hours (50% of quoted fee) - Up to 3 hours	\$73.18	\$7.32	\$80.50	E
Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	\$97.73	\$9.77	\$107.50	E
Cancellations within 24 Hours for all bookings outside of business hours	75% of quoted fee			E
Cleaning Fee	\$67.73	\$6.77	\$74.50	E
Administration Charge per Hour up to 2hrs (Monday - Friday for all hrs beyond 7pm)	\$104.09	\$10.41	\$114.50	E
Administration Charge per Hour after 2hrs (Monday - Friday for all hrs beyond 7pm)	\$141.68	\$14.17	\$155.85	E
Administration Charge per Hour up to 2hrs (Saturday)	\$104.09	\$10.41	\$114.50	E
Administration Charge per Hour after 2hrs (Saturday)	\$141.82	\$14.18	\$156.00	E
Administration Charge per Hour (Sunday & Public Holiday)	\$141.82	\$14.18	\$156.00	E

DHB - Melt Equipment & Consumables

Group 1 Equipment - Facility Access	Instrument	Muswellbrook LGA inc. GST	External inc. GST	E
	Mechanical hand and power tools			
	High specification computer for CAD design	\$10 Half Day	\$20 Half Day	
	Electronics equipment	\$15 Full Day	\$30 Full Day	
	Pre & Post Fabrication Equipment			

Name	Year 25/26			Fee Type
	Fee	GST	Fee	
	(excl. GST)		(incl. GST)	

DHB - Melt Equipment & Consumables [continued]

Group 2 Equipment - Per Use Per Day	Instrument	Muswellbrook LGA inc. GST	External inc. GST	E
	Laser Cutter	\$5	\$10	
	3D Printing polymers	\$5	\$10	
	Technical Specialist discovery session (up-to 30 minutes)	\$20	\$40	
	CNC basic	\$20	\$40	
	CNC complex	\$40	\$80	
	TIG welding basic	\$20	\$40	
	TIG welding complex	\$40	\$80	
	3D metal printing	\$40	\$80	
	3D Scanning service	\$40	\$80	
Additional Costs - Specialist Service	Technical Specialist Assistance	Muswellbrook LGA inc. GST \$40/hour	External inc. GST \$80/hour	E
Consumables	3D printing metal filaments, polymer filaments and any other materials will be charged per weight/volume used. *All other materials must be supplied by the user, noting that it will be at the Technical Specialists' discretion whether those materials are suitable for use in the facility.	Stainless steel filament \$1.00/gr Copper filament \$2.20/gr Nylon Carbon Fibre \$1.00/gr Basic plastics \$0.50/gr		E

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Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

DHB - Melt Equipment & Consumables [continued]

Training	Muswellbrook LGA inc. GST	External inc. GST	E
	Training fee for equipment usage	\$40/hour	\$80/hour

Casual Hirer's Insurance

Insurance for Casual Hire of Council facilities	\$25.00 Including GST Casual Hirer's are responsible for the first \$1000 (excess) of any claim, in the case of any loss or damage.	E
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Private Works

Section 67 LGA 1993

Labour costs	Labour costs (including on-costs) plus 40% + 10% GST	E
Plant costs	Plant costs (including on-costs) plus 40% + 10% GST	E
Stores and materials costs	Stores and materials costs (including on- costs) plus 40% + 10% GST	E

Property - Transfer Listing

Annual Listing	\$212.00	\$0.00	\$212.00	D
Monthly Listing	\$29.50	\$0.00	\$29.50	D

Public Gates/Grid

Application – Roads Act 1993 – Div. 2 Part 9	\$415.00	\$0.00	\$415.00	E
Inspection	\$415.00	\$0.00	\$415.00	E
2 inspections included				
Additional reinspection	\$212.00	\$0.00	\$212.00	E

Roads

Occupancy Fees - Work Zones

Work zones and temporary structures within Road Reserves

Rural Areas - per m2

First 15 weeks	\$1.40	\$0.00	\$1.40	E
15 to 30 weeks	\$1.97	\$0.00	\$1.97	E
Over 30 weeks	\$4.00	\$0.00	\$4.00	E

Residential - per m2

First 15 weeks	\$1.97	\$0.00	\$1.97	E
15 to 30 weeks	\$4.00	\$0.00	\$4.00	E

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Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Residential - per m2 [continued]

Over 30 weeks	\$7.90	\$0.00	\$7.90	E
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Tourist Area and/or Industrial Area - per m2

First 15 weeks	\$4.00	\$0.00	\$4.00	E
15 to 30 weeks	\$7.90	\$0.00	\$7.90	E
Over 30 weeks	\$15.80	\$0.00	\$15.80	E

CBD - per m2

First 15 weeks	\$7.90	\$0.00	\$7.90	E
15 to 30 weeks	\$12.50	\$0.00	\$12.50	E
Over 30 weeks	\$25.70	\$0.00	\$25.70	E

Other

Fee	Subject of quote			E
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Assessment fee further to above charges

Fee	\$683.00	\$0.00	\$683.00	E
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S138 Roads Act - Road Opening Permit

Footways	\$205.50	\$0.00	\$205.50	E
Residential Driveway Crossing with Existing K & G	\$205.50	\$0.00	\$205.50	E
Residential Driveway Crossing with no Existing K & G	\$422.50	\$0.00	\$422.50	E
Rural driveway crossing	\$500.00	\$0.00	\$500.00	E
Commercial Driveway Crossing	\$500.00	\$0.00	\$500.00	E
Activities on Road Reserves	\$205.50	\$0.00	\$205.50	E
Stock on Road Reserves (grazing)	\$90.00	\$0.00	\$90.00	E
Road Restoration – (Bitumen Surface)	As per quote			E
Design by Council – Driveways or other Infrastructure	As per quote			E
Third Party Works Impacting Road Reserves	As per quote			E
Works Enabling Deed	As per quote			E

Works Enabling Deed

Major works on road reserves- for projects undertaken through development and/or where assets are transferred to Council.	As per quote, Labour cost (including on-costs) plus 10% GST			E
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Closure of a Public Road

Additional Costs: All additional costs to Council such as but not limited to Fees to NSW Land Registry Services, Valuations, Survey, Legal, Search and other fees are to be paid by the applicant.

Preliminary Investigation Fee	\$1,070.00	\$0.00	\$1,070.00	E
Roads Act 1993 Part 4 Standard 9 hours				
Processing Fee for closure	\$2,177.50	\$0.00	\$2,177.50	E
Standard 20 hours				

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Closure of a Public Road [continued]

Additional Costs	Additional hours in excess of the maximum hours stated will be charged at \$70.00/hr (plus GST)	E
All additional costs to Council such as but not limited to Fees to NSW Land Registry Services, Valuations, Survey, Legal, Search and other fees are to be paid by the applicant.		

Restricted Access (Over size/ Over mass) Vehicle Approval

Local Government Act 1993, Roads Act 1993, Div 2, Pt 3, Heavy Vehicle National Law

Permit fee	As prescribed by NHVR			A
Local Government Act 1993, Roads Act 1993, Div 2, Pt 3, Heavy Vehicle National Law				
Route assessment – as per 3rd party quote	As per quote			E
Plus administration fee	\$218.00	\$0.00	\$218.00	E
Review of route assessment	\$355.00	\$0.00	\$355.00	E
Observation if required (Additional fee apply for over 4 hours)	\$422.50	\$0.00	\$422.50	E

Contribution for new Kerb and Gutter/Footpaths (Policy - K 10/1)

Construction cost of Kerb & Gutter per 1.m	\$409.50	\$0.00	\$409.50	E
Construction cost of Footpath per sq.m	\$357.00	\$0.00	\$357.00	E

Shows and Events - at council grounds and facilities

Events on Council grounds – Day & Night - 24 Hours	\$1,315.91	\$131.59	\$1,447.50	E
1 Day Hire				
Events on Council grounds – Day or Night - 12 Hours	\$889.55	\$88.95	\$978.50	E
Subsequent hire per day				
Refundable deposit	\$1,118.18	\$111.82	\$1,230.00	E
*Subject to condition inspection				

Security Bonds

Traffic Management Bond Administration Fee	\$313.50	\$0.00	\$313.50	E
Security Bond - For Damage to Public Infrastructure	For occupation < 1 week, minimum \$2,000 Each For occupation > 1 week, to be quoted			E
Plant & Equipment Occupation (Standing Plant) within Road Reserve including CBD Bond	\$2,000.00	\$0.00	\$2,000.00	E
Note this is different from physical works on the road reserve				
Works on Road Reserve - Located within CBD - General Bond	\$10,951.00	\$0.00	\$10,951.00	E
This Bond is applied where works require the use of heavy plant, equipment and or scaffolding within the road reserve within the CBD				
Works within Road Reserve - Location other than CBD - General Bond	\$2,000.00	\$0.00	\$2,000.00	E
This bond may be applied where works require the use of heavy plant, equipment and or scaffolding within the road reserve outside of the CBD.				

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Security Bonds [continued]

Large events and large events within Olympic Park and Ogilvie Street Denman	\$2,190.00	\$0.00	\$2,190.00	E
This bond may be applied where a bump in and out requires the use of large vehicles/forklifts etc. and/or where there is a possibility of Council assets being damaged.				

Sporting Fees

Casual Hirer

Booking – minimum 2 hours	\$171.55	\$17.15	\$188.70	E
Field Hire – Per Day	\$399.09	\$39.91	\$439.00	C
Field Hire – Per Half-Day	\$342.73	\$34.27	\$377.00	C
Canteen Hire	\$137.27	\$13.73	\$151.00	C

Regular Users - per registered player - per season

Seniors (18 years and over)	\$44.09	\$4.41	\$48.50	C
Use of Sporting Fields, Parks & Reserves by Fitness Trainers – 12 month Licence Agreement	\$601.82	\$60.18	\$662.00	C
Extra charge for lighting if used - \$50.00				
Use of Sporting Fields, Parks & Reserves by Fitness Trainers – 6 month Licence Agreement	\$399.09	\$39.91	\$439.00	C

Aquatic Centres

Muswellbrook and Denman

Turnstile

Single Entry (all)	\$5.45	\$0.55	\$6.00	D
Five years and under (swimming)	\$2.73	\$0.27	\$3.00	D
Concession	\$4.55	\$0.45	\$5.00	D
Family Up to 2 adults and 5 Children)	\$19.09	\$1.91	\$21.00	D
Spectator Fee	\$2.73	\$0.27	\$3.00	D
Swim/Sauna/Spa (combo entry) Adult	\$13.64	\$1.36	\$15.00	E
Swim/Sauna/Spa (combo entry) Concession	\$10.91	\$1.09	\$12.00	E
Ice Bath - Members	\$4.55	\$0.45	\$5.00	E
Ice Bath - Non Members	\$9.09	\$0.91	\$10.00	E
Recovery Day Pass (Sauna, Spa and Ice Bath)	\$18.18	\$1.82	\$20.00	E
Shower Fee	\$2.73	\$0.27	\$3.00	E

20 Visit Pass

Aquatic Centre (20 entries)	\$81.82	\$8.18	\$90.00	D
Aquatic Centre Concession (20 entries)	\$68.18	\$6.82	\$75.00	D
Adult Visit Spa Sauna (20 entries)	\$136.36	\$13.64	\$150.00	E
Adult Visit Spa Sauna Concession (20 entries)	\$109.09	\$10.91	\$120.00	E

Year Pass

Pass Access to Both Facilities including Sauna/Spa

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Year Pass [continued]

Adult Pass	\$400.00	\$40.00	\$440.00	D
Concession	\$354.55	\$35.45	\$390.00	D
Family	\$800.00	\$80.00	\$880.00	D
Up to 2 adults and 5 children				
Annual Direct Debit Family Swim Pass	\$43.00 incl. GST - Per Fortnight			E

6 month Pass

Adult Pass	\$245.45	\$24.55	\$270.00	D
Concession	\$209.09	\$20.91	\$230.00	D
Family	\$477.27	\$47.73	\$525.00	D

Corporate Membership

Corporate Gym Membership - Per Visit	\$9.09	\$0.91	\$10.00	E
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School Groups

School Groups (>1 hour)	\$3.64	\$0.36	\$4.00	D
Supervising staff, carers and trainers	No Charge			n/a
Group Booking – per child	\$10.50	\$0.00	\$10.50	E

Pool Space Hire

Hire of Pool Lane	\$31.82	\$3.18	\$35.00	D
Exclusive Hire of Indoor Pool (8 hours)	\$3,597.27	\$359.73	\$3,957.00	D
Each additional hour	\$335.45	\$33.55	\$369.00	D
Exclusive hire of Outdoor Pool (8 hours)	\$1,970.91	\$197.09	\$2,168.00	D
Each additional hour	\$335.45	\$33.55	\$369.00	D

Swimming Club

Swim Club Juniors under 18 years old

Training nights and club events	\$3.64	\$0.36	\$4.00	D
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Learn to Swim

Booked per term payable in advance – non refundable	\$18.50	\$0.00	\$18.50	D
Private Lessons – 1 person per class	\$53.50	\$0.00	\$53.50	D
Booked per term, payable in advance - non refundable				

School Learn to Swim

Squad - Junior and Senior

Junior Squad (Entry-Level & Developmental)	\$56.36	\$5.64	\$62.00	E
Senior Squad (Advanced & Competitive)	\$74.55	\$7.45	\$82.00	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Private Lessons

Price vary depending on the number of weeks per term.
Class times and day are determined after your application has been received

Swim Fitness

Adult – Non Member Single	\$17.27	\$1.73	\$19.00	D
Adult – Member Single	\$13.18	\$1.32	\$14.50	D
Child up to 16 years – Non Member Single	\$12.27	\$1.23	\$13.50	D
Child up to 16 years – Member Single	\$9.55	\$0.95	\$10.50	D

10 Visit Pass

Program Activities / 10 Visit Pass

Aqua Aerobics/Zumba – Member	\$95.45	\$9.55	\$105.00	E
Active Over 50s	\$63.64	\$6.36	\$70.00	E

20 Visit Pass

Other

Giant inflatable	\$245.45	\$24.55	\$270.00	D
Pool Room Hire – per hour	\$50.00	\$5.00	\$55.00	D
Pool Room Hire – per day	\$331.82	\$33.18	\$365.00	D

Denman Only Season Pass

Adult Pass	\$177.27	\$17.73	\$195.00	E
Concession	\$131.82	\$13.18	\$145.00	E
Family	\$322.73	\$32.27	\$355.00	E

Muswellbrook Fitness Centre

Gym

Gym Joining Fee	\$40.91	\$4.09	\$45.00	D
Gym single entry	\$15.91	\$1.59	\$17.50	D

Gym - 20 Visit Pass

Gym (20 entries)	\$213.64	\$21.36	\$235.00	C
Gym Concession (20 entries)	\$163.64	\$16.36	\$180.00	C

Gym Direct Debit

This Fee is a fortnightly Direct Debit

Adult	\$29.09	\$2.91	\$32.00	D
Concession	\$27.27	\$2.73	\$30.00	D
Family	\$59.09	\$5.91	\$65.00	D

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Gym & Swim Direct Debit

This Fee is a fortnightly Direct Debit

Adult	\$40.91	\$4.09	\$45.00	D
Concession	\$36.36	\$3.64	\$40.00	D
Family	\$70.00	\$7.00	\$77.00	D

Upfront 1 month Gym

Adult	\$77.27	\$7.73	\$85.00	D
Concession	\$68.18	\$6.82	\$75.00	D
Family	\$145.45	\$14.55	\$160.00	D

Upfront 1 month Gym & Swim

Adult	\$109.09	\$10.91	\$120.00	E
Concession	\$100.00	\$10.00	\$110.00	E
Family	\$163.63	\$16.36	\$180.00	E

12 months Upfront Gym

Adult	\$659.09	\$65.91	\$725.00	D
Concession	\$627.27	\$62.73	\$690.00	D
Family	\$1,363.64	\$136.36	\$1,500.00	D

12 months Upfront Gym & Swim

Adult	\$954.55	\$95.45	\$1,050.00	D
Concession	\$863.64	\$86.36	\$950.00	E
Family	\$1,545.45	\$154.55	\$1,700.00	E

Muswellbrook Shire Libraries

Borrowers

Membership	FREE	n/a
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Binding Documents (A4 only)

Up to 65 Sheets	\$7.73	\$0.77	\$8.50	E
Up to 120 sheets	\$10.00	\$1.00	\$11.00	E
Up to 240 sheets	\$13.18	\$1.32	\$14.50	E

Family History Search

Family History Research by Library Staff - per hour (minimum fee does not include document access fees)	Min. Fee \$60.00	E
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Holds and Reservations

Within Muswellbrook Shire Libraries	Nil			n/a
Inter Library Loan Requests	\$9,09	\$0,91	\$10,00	E
Inter Library Loan Requests (pensioners and school students)	\$5,00	\$0,50	\$5,50	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Holds and Reservations [continued]

Local Inter-Library Loan	\$3.18	\$0.32	\$3.50	E
ILRS Charges passed on when Library charged per request	\$34.40	\$0.00	\$34.40	E
ILRS Charges passed on for Electronic Delivery	\$20.36	\$2.04	\$22.40	E

Laminating

60 x 95mm pouch	\$1.36	\$0.14	\$1.50	E
216mm x 303mm pouch (A4)	\$2.73	\$0.27	\$3.00	E
203 x 426mm pouch (A3)	\$5.45	\$0.55	\$6.00	E

Digital Readers

Technology Hire (e-readers, tablets, Daisy readers)			FREE	n/a
Replacement Fee	\$570.45	\$57.05	\$627.50	E

Lost and Damaged Material

Processing Fee	\$8.00	\$0.00	\$8.00	E
Borrowers Card	\$2.50	\$0.00	\$2.50	E

Photocopying

B/W – A4	\$0.27	\$0.03	\$0.30	E
Colour – A4	\$0.64	\$0.06	\$0.70	E
B/W – A3	\$0.64	\$0.06	\$0.70	E
Colour – A3	\$0.91	\$0.09	\$1.00	E

Scanning

Per Scan – 10 pages or less	\$0.91	\$0.09	\$1.00	E
Per Scan – more than 10 pages	\$1.82	\$0.18	\$2.00	E

Waste Management Facilities

Muswellbrook Waste Management Facility, Denman Transfer Station.

Where applicable, disposal fees are inclusive of the NSW Waste & Environment Levy at the Regional Levy Area rate for the current financial year, as required by the Protection of the Environment Operations (Waste) Regulation 2014.

Mobile Garbage Bin Fees

Collection of Wheelie Bin other than Scheduled Collection

Wheelie bins need to be placed at the kerbside by 6am for collection. If your bin is out late, you may request a special collection, the following fees apply.

Replacement of Damaged/Lost Wheelie Bin

Red Lid 140L Bin	\$81.00	\$0.00	\$81.00	E
Yellow Lid 240L Bin	\$98.50	\$0.00	\$98.50	E
Green Lid 240L Bin	\$98.50	\$0.00	\$98.50	E
Reinstatement of Removed Bin Due to Contamination	\$49.50	\$0.00	\$49.50	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Disposal Fees - Muswellbrook Waste and Recycling Facility

Mixed Waste

If you're a charitable or not for profit organisation with a valid Community Service Exemption from the NSW EPA, you can dispose of up to 10 tonnes of waste for free each month.

General solid waste (putrescible & non-putrescible)		Cost	GST	Total	E
	Gate fee	313.36	31.34	344.70	
	NSW Waste Levy	100.30	00.00	100.30	
	Total Price	413.66	31.34	445.00	
Landfill Non - Compliance charge, per load	\$283.64	\$28.36	\$312.00	E	
Applied on loads presented to the tip face that contain dangerous goods, inflammable or hazardous materials, batteries, liquid waste, scrap metal or tyres.					
Outside operating hours landfill call out	\$330.91	\$33.09	\$364.00	E	
Charged for call out to emergency disposal when the landfill is normally closed.					

Domestic recyclables - Muswellbrook Shire origin only

Commingled Recyclables	Household quantities of glass or plastic bottles, steel and aluminium cans, paper and cardboard, plastic containers only.				n/a
<ul style="list-style-type: none">• Plastic bottles and food containers• Glass bottles• Paper and cardboard• Aluminium cans• Steel cans					
Brown Corrugated cardboard (BCC), clean and flattened		Cost	GST	Total	E
	Gate fee	17.91	1.79	19.70	
	NSW Waste Levy	100.30	0.00	100.30	
	Total Price	118.21	1.79	\$120.00	

Bricks & Concrete

Concrete per tonne		Cost	GST	Total	E
	Gate fee	236.09	23.61	259.70	
	NSW Waste Levy	100.30	0.00	100.30	
	Total Price	336.39	23.61	\$360.00	

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Green Waste

Green waste per tonne		Cost	GST	Total	E
	Gate fee	149.73	14.97	164.70	
	NSW Waste Levy	100.30		100.30	
	Total Price	250.03	14.97	265.00	
Green Waste consists of branches less than 150mm in diameter, grass, leaves, plants, loppings, tree trunks, tree stumps and similar materials and includes any mixture of those materials.					

Whitegoods

Refrigerators, freezers & air conditioners	\$47.27	\$4.73	\$52.00	E
Refrigerators, freezers & air conditioners with CFC degassing certificate	FREE if proof of CFC gas capture by an accredited service provider is supplied.			E

Scrap Metal

Scrap Metal recycling			FREE	n/a
Car Bodies - ID required	\$56.82	\$5.68	\$62.50	E
VIN, frame or engine number mandatory. All fluids must have been removed. Tyres charged separately				

Community Recycling Centre

Household Problem Wastes - domestic quantities only			FREE	n/a
<ul style="list-style-type: none"> Gas bottles (including propane) Fire extinguishers Paint (water or oil based) Waste motor or cooking oil Fluorescent tubes and globes Aerosol cans Electronic items Household batteries Smoke detectors Automotive batteries 				

Tyres - off Rims

Maximum number of tyres at one time is 10 without prior approval. Loads of tyres in excess of 20 are required to be tracked in the Integrated Waste Tracking Solution.

Passenger Tyre (or smaller)	\$10.45	\$1.05	\$11.50	E
Light Truck or 4WD Tyre	\$16.82	\$1.68	\$18.50	E
Truck Tyre	\$30.45	\$3.05	\$33.50	E
Tractor Tyre	\$60.00	\$6.00	\$66.00	E
Earthmoving Tyre	\$189.09	\$18.91	\$208.00	E

Tyres - on Rims

Passenger Tyre (or smaller)	\$20.00	\$2.00	\$22.00	E
Light Truck or 4WD Tyre	\$25.00	\$2.50	\$27.50	E
Truck Tyre	\$49.55	\$4.95	\$54.50	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Excavated Natural Material (Clean Soil)

Clean soil, per tonne or part thereof	Cost	GST	Total	E
	Gate fee	28.82	2.88	
	NSW Waste Levy	100.30	0.00	
			100.30	
	Total Price	129.12	2.88	
			132.00	

Virgin excavated natural materials means natural (such as clay, gravel, sand, soil or rock fines) that has been excavated or quarried from areas that are not contaminated with manufactured chemicals, or with process residues, as a result of industrial, commercial, mining or agricultural activities and that does not contain sulfidic ores or soils, or any other waste, and, includes excavated natural material as may be approved from time to time by a notice published in the *NSW Government Gazette*. Material must be supported by all documentation required under the relevant EPA exemption, and disposal is by prior arrangement and Manager approval only.

Timber, Timber Pallets

Treated timber – contaminated, painted or mixed with other materials (per tonne)	Cost	GST	Total	E
	Gate fee	313.36	31.34	
	NSW Waste Levy	100.30	0.00	
			100.30	
	Total Price	413.66	31.34	
			445.00	
Clean Wood Waste	Cost	GST	Total	E
	Gate fee	149.73	14.97	
	NSW Waste Levy	100.30	0.00	
			100.30	
	Total Price	250.03	14.97	
			\$265.00	

Clean Wood Waste means timber offcuts, wooden crates, wooden packaging, wooden pallets, wood shavings and similar materials, and includes any mixture of those materials but **does not** include wood treated with chemicals such as copper chrome arsenate (CCA), high temperature creosote (HTC), pigmented emulsified creosote (PEC) and light organic solvent preservative (LOSP). **Does not** include laminates, chipboards or particleboards.

Dead Animals (RSPCA Exempt)

Dog/Cat	Cost	GST	Total	E
	Gate fee	22.89	2.29	
	NSW Waste Levy	6.02	0.00	
			6.02	
	Total Price	28.91	2.29	
			31.20	
Sheep/Goat	Cost	GST	Total	E
	Gate fee	46.53	4.65	
	NSW Waste Levy	6.02	0.00	
			6.02	
	Total Price	52.55	4.65	
			57.20	

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Dead Animals (RSPCA Exempt) [continued]

Horse/Cattle (by prior arrangement)	Cost	GST	Total	E
	Gate fee	105.01	10.50	
	NSW Waste Levy	30.09	0.00	
			30.09	
	Total Price	135.10	10.50	
			145.60	
Booking required 24hrs notice				
Native Animals			FREE	n/a

Asbestos

Asbestos wrapped and labelled – per tonne, booking required	Cost	GST	Total	E
	Gate fee	236.09	23.61	
	NSW Waste Levy	100.30	0.00	
			100.30	
	Total Price	336.39	23.61	
			360.00	
<p>Asbestos means the fibrous form of those minerals silicates that belong to the serpentine or amphibole groups of rock-forming minerals, including actinolite (brown asbestos), anthophyllite, chrysotile (white asbestos), crocidolite (blue asbestos) and tremolite. Asbestos waste means any waste that contains asbestos.</p> <p>https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/waste/23p4464-asbestos-and-waste-tyres-guidelines.pdf</p> <p>Asbestos must be pre-booked, and if it is over 100 kg, it must be tracked through the Integrated Waste Tracking Solution.</p>				
Asbestos burial per tonne (loads over 1 tonne, once per day)	\$236.36	\$23.64	\$260.00	E

Mattress Recycling

Mattress or base, per each item	Cost	GST	Total	E
	Gate fee	40.35	4.03	
	NSW Waste Levy	6.02	0.00	
			6.02	
	Total Price	46.37	4.03	
			50.40	

Products & Services

Issue of Weighbridge Certificate

Vehicles up to and including 3 Tonne	\$31.36	\$3.14	\$34.50	E
Each Tonne over 3 Tonne	\$3.09	\$0.31	\$3.40	E

Recovered Goods

Reuse Shop items	Prices as marked			E
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Garden Products

Processed garden organics - pasteurised mulch	\$46.82	\$4.68	\$51.50	E
Pasteurised Mulch is recycled garden organics which have been processed to achieve pasteurisation.				

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Garden Products [continued]

Processed clean timber - woodchip mulch	\$117.27	\$11.73	\$129.00	E
Woodchip Mulch is clean timber waste shredded into woodchips.				

Disposal Fees - Denman Transfer Station (Domestic Waste Only)

Domestic Mixed Waste

Cars, Station Wagons and wheelie bins	Cost	GST	Total	E
	Gate fee	12.71	1.27	
	NSW Waste Levy	6.02	0.00	
	Total Price	18.73	1.27	
Vans, utilities, trailers	Cost	GST	Total	E
	Gate fee	41.28	4.13	
	NSW Waste Levy	30.09	0.00	
	Total Price	71.37	4.13	

Domestic Recyclable Materials - Muswellbrook Shire origin only

Commingled Recyclables - domestic quantities only	FREE	n/a
<ul style="list-style-type: none"> Plastic bottles and food containers Glass bottles Paper and cardboard Aluminium cans Steel cans 		

Domestic Green Waste

Cars, Station Wagons and wheelie bins	Cost	GST	Total	E
	Gate fee	10.44	1.04	
	NSW Waste Levy	6.02	0.00	
	Total Price	16.45	1.04	
Vans, utilities, trailers	Cost	GST	Total	E
	Gate fee	34.01	3.40	
	NSW Waste Levy	30.09	0.00	
	Total Price	64.10	3.40	

Whitegoods

Refrigerators, freezers and air conditioners	\$47.27	\$4.73	\$52.00	E
Refrigerators, freezers and air conditioners with CFC degassing certificate	FREE if proof of CFC gas capture by an accredited service provider is supplied.			E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Scrap Metal

Scrap Metal, domestic quantities only			FREE	n/a
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Waste Oil

Domestic quantities only			FREE	n/a
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E-Waste

Domestic quantities only			FREE	n/a
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Tyres - off Rims

Denman - limit of 5 per transaction

Passenger Tyre (or smaller)	\$10.45	\$1.05	\$11.50	E
Light Truck or 4WD Tyre	\$16.82	\$1.68	\$18.50	E

Tyres - on Rims

Denman - limit of 5 per transaction

Passenger Tyre (or smaller)	\$20.00	\$2.00	\$22.00	E
Light Truck or 4WD Tyre	\$25.00	\$2.50	\$27.50	E

Water and Sewer Fees and Charges

Water Connection Fees

New Services (no existing service pipe)

New services (no existing service pipe)			Commercial Rate	E
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New Services (connect to existing service pipe)

20mm water meter complete with dual check valve	\$464.00	\$0.00	\$464.00	E
25mm water meter complete with dual check valve	\$699.50	\$0.00	\$699.50	E
Rural Water Connection (Conditions Apply)			Commercial Rate	E

Other Services

Disconnection of Water Meter at Service (service capped)	\$312.50	\$0.00	\$312.50	E
Disconnection of Water Service at Main	\$1,203.50	\$0.00	\$1,203.50	E

Reconnection (following disconnection) normal working hours

Reconnection of Water Meter at Service (following disconnection)	\$417.50	\$0.00	\$417.50	E
Removal of water restriction device on water meters	\$220.50	\$0.00	\$220.50	E

Backflow Prevention

Backflow prevention devices on existing commercial/industrial services

Water Meter Testing

Local Government (General) Regulation 2005. Section 158

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Water Meter Testing [continued]

Special Reading Fee	\$119.50	\$0.00	\$119.50	E
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Test Fee

If meter not reading correctly - Test fee is refundable.

Test Fee – 20, 25 and 32mm service @ 4 Flow Rates	\$577.50	\$0.00	\$577.50	E
Test Fee – 20, 25 and 32mm service @ 6 Flow Rates	\$608.00	\$0.00	\$608.00	E
Test Fee – 40mm service @ 4 Flow Rates	\$668.50	\$0.00	\$668.50	E
Test Fee – 40mm service @ 6 Flow Rates	\$699.50	\$0.00	\$699.50	E
Test Fee – 50mm and greater			Commercial Rate	E

Transfer location at owners request

Includes raising service

Transfer location at owners request (includes raising service) – Residential/Industrial/Commercial			Commercial Rate	E
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Water Flow/Pressure Investigation

Fire Flow Investigation	\$717.50	\$0.00	\$717.50	E
Testing Max/Min Pressure supplied (at property service line only)	\$408.50	\$0.00	\$408.50	E

Water Sales

Tanker Sales (per kilolitre)

Muswellbrook	\$4.70	\$0.00	\$4.70	E
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Hire of Metered Hydrant

Security Deposit (refundable subject to payment of outstanding charges)	\$2,264.00	\$0.00	\$2,264.00	E
Hire charge (per month or part thereof)	\$89.55	\$8.95	\$98.50	E
Water Consumption	\$6.20	\$0.00	\$6.20	E

Bulk Water Filling Stations

Muswellbrook and Denman - not available at Sandy Hollow

Filling Stations (Muswellbrook and Denman only)			\$4.05 per kilolitre	E
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Water Management Act Approval

Application for Notice of Requirement for single dwelling & dual occupancy	\$162.50	\$0.00	\$162.50	E
Application for Compliance Certificate for single dwelling & dual occupancy	\$162.50	\$0.00	\$162.50	E
Application for Notice of Requirement for all other developments	\$391.00	\$0.00	\$391.00	E
Application for Compliance Certificate for all other developments	\$391.00	\$0.00	\$391.00	E
Inspection of Works (determined in Notice of Requirement) per inspection	\$257.00	\$0.00	\$257.00	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Sewerage Fees

Provision of New Sewer Junction

Provision of new sewer junction		Commercial Rate	E
Sewer Extension (Commercial)		Commercial Rate	E
Raising/Lowering Manhole (new development)		Commercial Rate	E
(No fee for raising manholes associated with residential landscaping work less than 500mm - commercial rates apply above 500mm)			

Sewer and Water Headworks

*Headworks (Developer) charges are required to supplement existing major infrastructure in order to meet the demands of new development and maintain existing levels of service.

Headworks infrastructure with regard to water and sewerage are as follows:

Water: Intakes, Treatment Plants, Reservoirs, Pumping Station and Trunk Mains.
Sewerage: Treatment Plants, Pump Stations, Rising Mains and Trunk Mains.

These charges are calculated according to a method specified by IPART and based on the Developer Servicing Plan for areas.

Local Government Act 1993 Section 404(1)

Water Headworks – all areas (per ET – equivalent tenement)	\$9,680.50	\$0.00	\$9,680.50	E
Sewer Headworks – all areas (per ET – equivalent tenement)	\$7,515.50	\$0.00	\$7,515.50	E

Trade Waste Applications

See Environmental Services - Trade Waste Applications

Environmental Services Fees and Charges - Fees associated with development

Development Application

For land use & building activities - maximum determined under EP&A Regulation 2000
Fee Unit is 111.32

General Fees

Less than \$5,000	1.29 fee unit	A
\$5,001 – \$50,000	1.98 fee unit plus an additional \$3 for each \$1,000 (or part of \$1,000) of the estimated cost	A
\$50,001 – \$250,000	4.12 fee unit plus an additional \$3.64 for each \$1,000 (or part of \$1,000) of the estimated cost over \$50,000	A
\$250,001 – \$500,000	13.56 fee unit plus an additional \$2.34 for each \$1,000 (or part of \$1,000) of the estimated cost exceeds \$250,000	A
\$500,001 – \$1,000,000	20.41 fee unit plus an additional \$1.64 for each \$1,000 (or part of \$1,000) of the estimated cost exceeds \$500,000	A
\$1,000,001 – \$10,000,000	30.58 fee unit plus an additional \$1.44 for each \$1,000 (or part of \$1,000) of the estimated cost exceeds \$1,000,000	A

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

General Fees [continued]

More than \$10,000,000	185.65 fee unit plus an additional \$1.19 for each \$1,000 (or part of \$1,000) of the estimated cost exceeds \$10,000,000	A
Development involving the erection of a dwelling-house with an estimated construction cost of \$100,000 or less	5.32 fee unit	A
Development not involving the erection of a building, the carrying out of a work, the subdivision of land or the demolition of a building or work	3.33 fee unit	A

DA Subdivision Fees

No new Roads plus \$ per additional lot	3.86 fee unit plus \$53 per additional lot	A
New Roads plus \$ per additional lot	7.77 fee unit plus \$65 per additional lot	A
Strata plus \$ per additional lot	3.86 fee unit plus \$65 per additional lot	A

Designated Developments (in addition to fees above)

Fee	10.76 fee unit	A
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Prelodgement Meeting

Fee	\$348.45	\$34.85	\$383.30	E
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Construction Certificate

Class 10b excluding swimming pools per Certificate	\$696.88	\$69.69	\$766.57	E
Swimming Pools < 40kL per application	\$746.67	\$74.67	\$821.33	E
Swimming Pools > 40kL per application	\$846.22	\$84.62	\$930.85	E
Class 10(a) Buildings < 100 m2	\$846.22	\$84.62	\$930.85	E
Class 10(a) Buildings > 100 m2	\$895.99	\$89.60	\$985.59	E
Class 1 Buildings < 200 m2	\$1,592.91	\$159.29	\$1,752.20	E
Class 1 buildings 200-400 m2	\$1,791.98	\$179.20	\$1,971.18	E
Class 1 Buildings > 400 m2 or any dual occupancy or multi-dwelling development	\$1,991.10	\$199.11	\$2,190.21	E
Class 2-9 Buildings < 500 m2	\$2,488.88	\$248.89	\$2,737.77	E
Class 2-9 Buildings > 2000 m2 or rise in stories > 2			As per quote	E
Class 2-9 Buildings 500-2000 m2	\$2,986.65	\$298.66	\$3,285.31	E
Any class of building where a performance solution is proposed			As per quote	E

Other Construction Certificates

Subdivision/Roads and Drainage

Stormwater Drainage /m	\$8.55	\$0.85	\$9.40	E
Roads per lane /m	\$7.00	\$0.70	\$7.70	E
Special Infrastructure (eg Roundabouts, Detention Basin or Bridge etc)			Quotation	E
OR Full cost recovery for service in addition to above fee where referred to external party for determination			Full Cost Recovery	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Modification of Construction Certificate

Minor* Modification (post determination)	50% original fee	E
* to be considered minor a maximum of 3 elements of the construction works may be amended		
Minor* Modification of Application (prior to determination)	30% original fee	E
* to be considered minor a maximum of 3 elements of the construction works may be amended. (This fee does not apply to situations where the modification is required due to a request for information.)		
Other Modification of Application (prior to determination)	50% original fee	E
(This fee does not apply to situations where the modification is required due to a request for information.)		
Other Modification (post determination)	75% original fee	E

Subdivision - Resubmission

Resubmission of Construction Certificate for Subdivision Roads and Drainage (following previous refusal) – with amendments	25% original fee	E
Resubmission of Construction Certificate of Subdivision Roads and Drainage - with amendments	50% original fee	E

Other

The fee payable for the lodgement of a certificate on the planning portal	0.40 fee unit	A
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Occupation Certificate

Registration of certificate on planning portal.	\$40.00	\$0.00	\$40.00	A
Occupation Certificate (Class 10a buildings)	\$119.46	\$11.95	\$131.41	E
Occupation Certificate (Class 1a Buildings)	\$179.21	\$17.92	\$197.13	E
Occupation Certificate (Class 2-9 buildings including change of use)	\$227.27	\$22.73	\$250.00	E

Complying Development Fee

General Fees

Pre-lodgement fee for CDC (where a proposal cannot be complying development, this fee will be deducted from the cost of a construction certificate application lodged with Council)	\$398.23	\$39.82	\$438.05	E
Class 10b excluding swimming pools	\$846.22	\$84.62	\$930.85	E
Swimming Pools < 40kL	\$863.64	\$86.36	\$950.00	E
Swimming Pools > 40kL	\$1,045.00	\$104.50	\$1,149.50	E
Class 10(a) Buildings < 100 m2	\$1,194.66	\$119.47	\$1,314.13	E
Class 10(a) Buildings > 100 m2	\$1,244.43	\$124.44	\$1,368.87	E
Class 1 Buildings < 200 m2	\$2,488.88	\$248.89	\$2,737.77	E
Class 1 Buildings 200-400 m2	\$2,688.00	\$268.80	\$2,956.80	E
Class 1 Buildings > 400 m2 or any dual occupancy or multi-dwelling development	\$2,986.65	\$298.66	\$3,285.31	E
Class 2-9 Buildings < 500 m2	\$3,484.43	\$348.44	\$3,832.88	E
Class 2-9 Buildings 500-2000 m2	\$3,982.20	\$398.22	\$4,380.42	E
Class 2-9 Buildings > 2000 m2 or rise in stories > 2			As per quote	E
Any class of building where a performance solution is proposed			As per quote	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

General Fees [continued]

OR Full cost recovery for service in addition to above fee where referred to external party for determination	Full Cost Recovery	E
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Modification of Complying Development Certificate Application

Other Modification of Application (prior to determination) (This fee does not apply to situations where the modification is required due to a request for information.)	50% original fee	E
Minor* Modification (post determination) * to be considered minor a maximum of 3 elements for the works may be amended	50% original fee	E
Other Modification (post determination) (This fee does not apply to situations where the modification is required due to a request for information.)	75% original fee	E
Minor* Modification of Application (prior to determination) * to be considered minor a maximum of 3 elements of the works may be amended (This fee does not apply to situations where the modification is required due to a request for information.)	30% original fee	E

Resubmission

Resubmission of Complying Development (Following previous refusal) – no amendments	50% original fee	E
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Other

Registration of Complying Development Certificate on planning portal	0.36 fee unit	A
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Compliance Inspections (Construction Stages)

Cost Per Inspection (or re-inspection)	\$199.09	\$19.91	\$219.00	E
Subdivision or Civil Infrastructure for Council ownership – For number of Inspection at \$155 per inspection			Quotation	E
Based on Inspection Test Plan (ITP) for subdivision .	\$199.09	\$19.91	\$219.00	E

Planning Reform Fund Fee

Section 256A of the Environmental Planning and Assessment Regulation 2000

Section 266 of the Environmental Planning and Assessment Reg 2021	64c/\$1,000 minus \$5 (only applies to development over \$50,000)	A
Component of DA fee where cost of development is greater than \$50,000		

Integrated Development and Concurrence Fee

Section 252A & 253 of the Environmental Planning and Assessment Regulation 2000

Council processing fee (for each integrated referral required)	1.64 fee unit	A
Applications requiring concurrence (not assumed concurrence)	1.64 fee unit	A
Application referred to Design Review Panel	35.08 fee unit	A
Payable direct to each approval or concurrence body	3.74 fee unit	A
Cheque to be made out to concurrence authority		

Long Service Levy

Payable prior to release of Construction Certificate

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Long Service Levy [continued]

Long Service Levy (Payable prior to release of Construction Certificate)	0.25% of Cost of Development for building works over \$250,000 in value	A
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Planning Proposals

Stage 1: Lodgement

Category 1 – enabling clause (change to LEP text only) or land area affected by PP is less than 1000sqm	\$4,009.00	\$0.00	\$4,009.00	E
Category 2 – land area affected by PP is 1000sqm to 5 ha	\$6,682.00	\$0.00	\$6,682.00	E
Category 3 – land area affected by PP is over 5 ha	\$8,018.50	\$0.00	\$8,018.50	E

Stage 2: Gateway Determination

Category 1 – enabling clause (change to LEP text only) or land area affected by PP is less than 1000sqm	\$5,346.00	\$0.00	\$5,346.00	E
Category 2 – land area affected by PP is 1000sqm to 5 ha	\$6,682.00	\$0.00	\$6,682.00	E
Category 3 – land area affected by PP is over 5 ha	\$13,364.00	\$0.00	\$13,364.00	E

Other

Specialist studies required by Gateway Determination			At Cost	E
PP reconsideration or amendment fee – applicant request for reconsideration or for amendment of PP at any time	\$2,673.00	\$0.00	\$2,673.00	E
Public hearing	\$2,673.00	\$0.00	\$2,673.00	E

Variation to Development Consent

Section 4.55 (1) Modification

Correction of a minor error, misdescription or miscalculation	0.83 fee unit	A
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Section 4.55 (1a) Modification

Minimal environmental impact (including Section 4.56)	Lesser of 7.54 fee unit or 50% original DA fee	A
The maximum fee for an application under Section 4.55 (1A) of the Act, or under Section 4.56 (1) of the Act in respect of a modification which, in the opinion of the consent authority, is of minimal environmental impact is 7.54 fee unit or 50% of the fee of the original DA, whichever is lesser.		

Section 4.55 (2) - other modifications

If the DA involved no building work	50% of DA Fee	A
if the original fee was less than \$100	50% of DA Fee	A
if the original application was for a dwelling house <\$100,000	2.22 fee units	A

If the original estimated cost of the development was:

Up to \$5,000	0.64 fee unit	A
\$5,001 – \$250,000	0.99 fee units plus an additional \$1.50 for each \$1,000 (or part of \$1,000) by which estimated cost exceeds \$5000	A
\$250,001 – \$500,000	5.85 fee units plus an additional \$0.85 for each \$1,000 (or part of \$1,000) by which the estimated cost exceeds \$250,000	A

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

If the original estimated cost of the development was: [continued]

\$500,001 – \$1,000,000	8.33 fee units plus an additional \$0.50 for each \$1,000 (or part of \$1,000) by which the estimated cost exceeds \$500,000	A
\$1,000,001 – \$10,000,000	11.54 fee units plus an additional \$0.40 for each \$1,000 (or part of \$1,000) by which the estimated cost exceeds \$1,000,000	A
More than \$10,000,000	55.40 fee units plus an additional \$0.27 for each \$1,000 (or part of \$1,000) by which the estimated cost exceeds \$10,000,000	A

Request for Review of Determination of a DA

Does not apply to complying, integrated or designated development

Plus advertising fees (as determined below and in accordance with DCP requirements)

No building or demolition work proposed in DA	50% of DA Fee	A
DA involves erection of dwelling < \$100,000	2.22 fee unit	A

If the original estimated cost on the DA was:

Up to \$5,000	0.64 fee unit	A
\$5,001 – \$250,000	1.00 fee unit plus an additional \$1.50 for each \$1,000 (or part) of the original estimated cost	A
\$250,000 – \$500,000	5.85 fee units plus an additional \$0.85 for each \$1,000 (or part of \$1,000) by which the estimated cost exceeds \$250,00	A
\$500,001 – \$1,000,000	8.33 fee units plus an additional \$0.50 for each \$1,000 (or part of \$1,000) by which the estimated cost exceeds \$500,00	A
\$1,000,001 – \$10,000,000	11.54 fee units plus an additional \$0.40 for each \$1,000 (or part of \$1,000) by which the estimated cost exceeds \$1,000,000	A
More than \$10,000,001	55.40 fee units plus an additional \$0.40 for each \$1,000 (or part of \$1,000) by which the estimated cost exceeds \$10,000,000	A

Advertising Fees

Notification Fee - Development Applications and Modifications to Development Consents (letters to neighbours and newspaper publication)

Giving Notice - Other

Integrated (advertised) development	12.92 fee unit			A
Clause 252 of EP&A Regulation 2000 - applies only to specific heritage, water and environmental DA's (full advertisement in paper)				
Prohibited Development	12.92 fee unit			A
Designated development	25.96 fee unit			A
Clause 252 of EP&A Regulation 2000 (full advertisement in paper)				
Community Participation Plan requires notice to be given (Type B development)	\$105.13	\$0.00	\$105.13	E
Community Participation Plant requires notice to be given (Type C development)	\$328.53	\$0.00	\$328.53	E
Modification Application requiring Notice	\$105.13	\$0.00	\$105.13	E

continued on next page ...

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Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Giving Notice - Other [continued]

Notification of Planning Agreement	\$328.53	\$0.00	\$328.53	A
Notification of Complying Development Certificate (in addition to application fees)	\$105.00	\$0.00	\$105.00	E
Section 85A (11) of the EP&A Regulation (includes advertisement in paper)				

Subdivision Certificate Application Fees

Including strata subdivision - to recover the costs of assessing and endorsing linen plans of subdivision under the Environmental Planning & Assessment Act or Strata Titles Act

Subdivision of land (per lot)	\$70.00	\$0.00	\$70.00	A
Includes boundary adjustments				
Strata (per lot)	\$70.00	\$0.00	\$70.00	A
Consolidation to provide one (1) lot	\$70.00	\$0.00	\$70.00	A
Plan checking fee for works as executed (per lot)	\$252.50	\$0.00	\$252.50	E
Administration fee for legal documents requiring execution by Council	\$274.00	\$0.00	\$274.00	E
Registration of Subdivision Certificate issued by private certifier	\$36.00	\$0.00	\$36.00	A

Naming of New Roads

Associated with subdivisions	\$437.00	\$0.00	\$437.00	E
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Water and Sewerage Connection Fees

See under heading "WATER AND SEWER FEES AND CHARGES"

Planning Certificates

Certificate Section 10.7 (2) per allotment (approx 5 day turnaround)			0.62 fee unit	A
Urgency Fee for Section 10.7 (2) in addition to above (approx 2 day turnaround)	\$100.00	\$0.00	\$100.00	E
Certificate Section 10.7 (5) in addition to 10.7 (2)			0.94 fee unit	A
Certificate of Outstanding Notices (Section 735(a) of the Local Government Act and Schedule 5 of the Environmental Planning and Assessment Act)	\$120.00	\$0.00	\$120.00	A

Sewer Drainage Plan

No charge for owners or contractors

Cost per plan			0.62 fee unit	E
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Building Certificates

Building Certificate	\$250.00	\$0.00	\$250.00	A
Building Certificate not exceeding 200 Sq.M.	\$250.00	\$0.00	\$250.00	A
Building Certificate exceeding 200 Sq.M. but not exceeding 2000 Sq.M	\$250 plus an additional \$0.50 per Sq.M. for each Sq.M. over 200			A
Building Certificate exceeding 2,000 Sq.M.	\$1,165 plus additional \$0.075 per Sq.M. for each Sq.M. over 2000			A
Reinspection Fee	\$90.00	\$0.00	\$90.00	A

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Building Certificates [continued]

Copy of a building certificate	\$13.00	\$0.00	\$13.00	A
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Fire Safety

Approval to Burn Administration Fee	\$15.00	\$0.00	\$15.00	E
Fire Safety Inspection – Owner requested	\$260 per hour (minimum 1 hour)			E
Reinspection fee (Only applies if outstanding work has not been completed)	\$199.09	\$19.91	\$219.00	E

Shows and Events

Temporary Event - Food Preparation and Sales Application	\$100.00	\$0.00	\$100.00	E
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Request for Property Information

Fee for service responding to enquiries requiring search of records, analysis of information and/or a written response – Dwelling Permissibility	\$274.00	\$0.00	\$274.00	E
Fee for service responding to enquiries requiring search of records, analysis of information and/or a written response – Flood Levels and associated flooding information	\$274.00	\$0.00	\$274.00	E
Fee for service responding to enquiries requiring search of records, analysis of information and/or a written response	\$250.00	\$0.00	\$250.00	E
Fee for certified copy of plan	0.62 fee unit			E
Fee for retrieval of historical records	\$131.41	\$0.00	\$131.41	E

Planning Portal Record Processing Fee (hard copy or digital records)

Less than 25 pages	\$25.00	\$0.00	\$25.00	E
25 to 50 pages	\$50.00	\$0.00	\$50.00	E
Over 50 pages	Not Accepted			n/a

Council Certificate Advice

Fee for council to certify satisfaction of a condition of consent or confirm construction plans are not inconsistent with DA approved plans	\$274.00	\$0.00	\$274.00	E
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Environmental Products

Compost Bins	\$63.64	\$6.36	\$70.00	D
Worm Farms	\$109.09	\$10.91	\$120.00	D

Rural Addressing

Supply of Rural Addressing Plates- per number (includes one inspection)	\$188.18	\$18.82	\$207.00	E
Replacement or additional plates (same number)	\$61.36	\$6.14	\$67.50	E
Reinspection Fee	\$188.18	\$18.82	\$207.00	E

Swimming Pool Certificates

Inspection and issue

continued on next page ...

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Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Swimming Pool Certificates [continued]

Certificate of Compliance under Swimming Pools Act (including one inspection)	\$136.36	\$13.64	\$150.00	A
Re-inspection fee	\$90.91	\$9.09	\$100.00	A
Enter pool details into NSW Swimming Pool Register	\$9.09	\$0.91	\$10.00	A
Application for exemption	\$250.00	\$0.00	\$250.00	E

Environmental Health Inspections

Maintaining register and reporting to Govt. agencies and inspections

Registration or update of details of business under the Public Health Act or Food Act (excluding caravan parks and water carterers)	\$0.00	\$0.00	\$0.00	A
Underground Petroleum Storage Systems	\$173.00	\$0.00	\$173.00	A
Fees prescribed by the State - POEO Act	PRESCRIBED			A

Food Act

Annual Administration & Inspection Fee for Food Premises including fixed premises, mobile vending vehicles, home based businesses

Note: Definitions shown below fees

Annual Administration P3 Premises as classified in Food Authority (low risk)	\$180.00	\$0.00	\$180.00	E
Annual Administration P1 & P2 Premises as classified in Food Authority Guideline (Medium to High Risk) – Premises with 5 or less FTE staff	\$300.00	\$0.00	\$300.00	E
Annual Administration P1 & P2 Premises as classified in Food Authority Guideline (Medium to High Risk) – More than 5 but not more than 50 FTE staff	\$400.00	\$0.00	\$400.00	E
Annual Administration P1 & P2 Premises as classified in Food Authority Guideline (Medium to High Risk) – Premises with more than 50 FTE staff	\$800.00	\$0.00	\$800.00	E

Definition: Low risk, P3 businesses sell only foods that are non-potentially hazardous and pre packaged ie newsagents, confectionary stores, bottle shops

Definition: Medium P2 and High P1 risk businesses handle foods that support the growth of pathogenic micro-organisms and have the potential to cause illness ie cafes, takeaways, bistros

High Risk businesses are further characterised by risk increasing factors such as providing to vulnerable populations ie child care centres, or have a history of non-compliance with the Food Act and associated legislation

Note: Number of food handlers x hours each spends handling food per week divided by 38 hours = FTE
Eg 3 food handlers x 13 hours = 39 hours divided by 38 = approx. 1 FTE food handler

Inspection Fee (including fixed premises, mobile vending vehicles, home based, temporary stalls)	\$207.00	\$0.00	\$207.00	E
Re-inspection Fees following non-compliant inspection – unsatisfactory re-inspection	\$207.00	\$0.00	\$207.00	E
Fees prescribed by the State - Food Act	PRESCRIBED			A

Public Health Act

Fees prescribed by the State - Public Health Act	PRESCRIBED			A
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Skin Penetration Premises

Such as Hairdressers and Barbers, Beauty and Nail Salons and Tattoo and Piercing Parlours

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Skin Penetration Premises [continued]

Inspection fee	\$207.00	\$0.00	\$207.00	E
Re-inspection fees following non-compliance – unsatisfactory re-inspection	\$207.00	\$0.00	\$207.00	E

Regulated Premises, Public Swimming Pool and Spa Inspections (water quality)

Inspection	\$207.00	\$0.00	\$207.00	E
Reinspection following non-compliance – unsatisfactory reinspection	\$207.00	\$0.00	\$207.00	E
Water Analysis Samples			At Cost	E

Boarding Houses

Inspection fee (as per Boarding Houses Act 2012)	\$207.00	\$0.00	\$207.00	E
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Section 68 of the LOCAL GOVERNMENT ACT

Install manufactured home, moveable dwelling (includes inspections) outside of an approved caravan park or manufactured home estate	\$1,314.50	\$0.00	\$1,314.50	E
Install manufactured home, moveable dwelling on an approved dwelling site within a caravan park, manufactured home estate etc; (includes inspections)	\$822.00	\$0.00	\$822.00	E
Install Oil or Solid Fuel Heating Appliance (includes inspections)	\$409.00	\$0.00	\$409.00	E
Use of Community Land (engaging in trade or business busking etc)	\$409.00	\$0.00	\$409.00	E
Swing or hoist goods over road	\$409.00	\$0.00	\$409.00	E
Water Supply, sewerage and stormwater drainage work	\$207.50	\$0.00	\$207.50	E
NB: Thomas Mitchell Industrial Estate is exempt regarding sewerage connection				
Stormwater Drainage work (connection to Council drainage or new work for Council ownership)			Quotation	E
General approvals / application not specifically mentioned elsewhere	\$409.00	\$0.00	\$409.00	E

Approval To Burn

(Protection of the Environment Operations (Clean Air) Regulation 2010)

Water Carters

Inspection	\$207.00	\$0.00	\$207.00	E
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Caravan Parks

Application to Operate a Caravan Park or camping ground	\$409.00	\$0.00	\$409.00	E
Inspection Fee	\$274.00	\$0.00	\$274.00	E

On-site Sewage Management

Application Charges

Install & Construct On-site Sewage Management System (includes inspection and approval to operate)	\$500.00	\$0.00	\$500.00	E
Install & Construct On-site Sewage Management System: Commercial Systems – Greater than 5000L/day (includes inspection and approval to operate)	\$920.00	\$0.00	\$920.00	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Modify On-site Sewage Management System

Domestic Systems – System and Disposal Area	\$442.50	\$0.00	\$442.50	E
Domestic Systems – System only	\$180.00	\$0.00	\$180.00	E
Domestic Systems – Disposal Area only	\$220.00	\$0.00	\$220.00	D
Modify Approval to install prior to any works commencing – no inspections necessary	\$135.50	\$0.00	\$135.50	E
Commercial Systems – System and Disposal Area	\$721.50	\$0.00	\$721.50	E
Commercial Systems – System only	\$334.50	\$0.00	\$334.50	E
Commercial Systems – Disposal Area only	\$401.50	\$0.00	\$401.50	E

Approval to Operate

Invoiced in July per year for 5 yearly approval to operate			56.00/year	E
ATO Inspection			No Charge	n/a

Inspection of On-site Sewage Management

Any inspection not related to routine ATO inspection (per system)	\$219.00	\$0.00	\$219.00	E
Re-inspection	\$219.00	\$0.00	\$219.00	E

Use of Footpaths and Road Reserves

Annual Permit Fee	\$148.00	\$0.00	\$148.00	E
A Frame Signage	\$100.50	\$0.00	\$100.50	E
Outdoor Seating (occupied area subject of permit)	\$17.00	\$0.00	\$17.00	E
Display of Goods (occupied area subject of permit)	\$17.00	\$0.00	\$17.00	E

Approvals Under Section 125 Roads Act

New Footway Dining application	\$409.00	\$0.00	\$409.00	E
Application for renewal (lodged prior to expiry of existing approval)	\$214.50	\$0.00	\$214.50	E

Approvals Under Section 138 Roads Act

See under heading "ROADS"

Trade Waste Fees

Trade Waste Applications

Applications (Policy No. S15/2, adopted by Council on 12/12/2011, Minute 190)

Liquid Trade Waste Applications

Applications

Approval to Discharge Liquid Trade Waste (Classification A)	\$465.50	\$0.00	\$465.50	E
Approval to Discharge Liquid Trade Waste (Classification B & C)	\$1,103.50	\$0.00	\$1,103.50	E
Approval to Discharge Liquid Trade Waste (Classification S)	\$1,151.50	\$0.00	\$1,151.50	E
Extend or renew an approval with no change in conditions	\$396.50	\$0.00	\$396.50	E
Transfer an approval to a new discharger with the same conditions at the same premises	\$169.50	\$0.00	\$169.50	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Annual Trade Waste Fee (annual inspections)

Category 1 Discharger	\$160.50	\$0.00	\$160.50	E
Category 2 Discharger	\$250.00	\$0.00	\$250.00	E
Category 3 Discharger	\$838.50	\$0.00	\$838.50	E
Re-Inspection Fee	\$229.50	\$0.00	\$229.50	E

Trade Waste Usage Charge

Applied with Trade Waste Discharge Factor

Category 1 Discharger without appropriate pre-treatment (\$/kL) (non compliant)	\$1.90	\$0.00	\$1.90	E
Category 2 Discharger with appropriate pre-treatment (\$/kL)	\$1.90	\$0.00	\$1.90	E
Category 2 Discharger without appropriate pre-treatment (\$/kL) (non compliant)	\$23.40	\$0.00	\$23.40	E
Annual food waste disposal charge – (\$/beds)	\$41.00	\$0.00	\$41.00	E
Portable toilet waste (\$/kL)	\$21.50	\$0.00	\$21.50	E
Septic Waste (\$/kL) (Within LGA)	\$8.50	\$0.00	\$8.50	E
Septic Waste (\$/kL) (Outside LGA)	\$22.40	\$0.00	\$22.40	E
Attendance at site to carry out approval (\$/hr)	\$145.50	\$0.00	\$145.50	E

Excess Mass Charges for Category 3 Discharges - per kg

Refer to equation 1 in section 4.7.7 of the Policy

Aluminium	\$0.95	\$0.00	\$0.95	E
Ammonia (as N)	\$2.85	\$0.00	\$2.85	E
Arsenic	\$93.00	\$0.00	\$93.00	E
Barium	\$46.00	\$0.00	\$46.00	E
Biochemical Oxygen Demand (BOD) up to 600 mg/L	\$0.95	\$0.00	\$0.95	E

Refer to equation 1 in section 4.7.7 and refer to equation 2 in section 4.7.7 for BOD>600mg/L.

Note: equation 5 with equation 1 is used where the discharger has failed to meet their approval in two or more instances in one financial year.

Boron	\$0.95	\$0.00	\$0.95	E
Bromine	\$18.20	\$0.00	\$18.20	E
Cadmium	\$425.00	\$0.00	\$425.00	E
Chloride			No Charge	n/a
Chlorinated Hydrocarbons	\$46.00	\$0.00	\$46.00	E
Chlorinated Phenolics	\$1,854.50	\$0.00	\$1,854.50	E
Chlorine	\$1.90	\$0.00	\$1.90	E
Chromium	\$31.00	\$0.00	\$31.00	E
Cobalt	\$18.70	\$0.00	\$18.70	E
Copper	\$18.70	\$0.00	\$18.70	E
Cyanide	\$93.00	\$0.00	\$93.00	E
Fluoride	\$4.70	\$0.00	\$4.70	E
Formaldehyde	\$1.90	\$0.00	\$1.90	E
Oil and Grease (Total O and G)	\$1.70	\$0.00	\$1.70	E
Herbicides/Defoliants	\$927.50	\$0.00	\$927.50	E
Iron	\$1.90	\$0.00	\$1.90	E
Lead	\$46.50	\$0.00	\$46.50	E

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Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Excess Mass Charges for Category 3 Discharges - per kg [continued]

Lithium	\$9.50	\$0.00	\$9.50	E
Manganese	\$9.50	\$0.00	\$9.50	E
Mercaptans	\$92.70	\$0.00	\$92.70	E
Mercury	\$3,091.50	\$0.00	\$3,091.50	E
Methylene Blue Active Substances (MBAS)	\$0.94	\$0.00	\$0.94	E
Molybdenum	\$0.94	\$0.00	\$0.94	E
Nickel	\$31.50	\$0.00	\$31.50	E
Nitrogen (as TKN – Total Kjeldahl Nitrogen)	\$0.21	\$0.00	\$0.21	E
Organoarsenic Compounds	\$927.50	\$0.00	\$927.50	E
Pesticides General (excludes organochlorines and organophosphates)	\$927.50	\$0.00	\$927.50	E
Petroleum Hydrocarbons (non-flammable)	\$3.10	\$0.00	\$3.10	E
Phenolic Compounds (non-chlorinated)	\$9.50	\$0.00	\$9.50	E
Phosphorous (Total P)	\$1.90	\$0.00	\$1.90	E
Polynuclear Aromatic Hydrocarbons (PAHs)	\$18.90	\$0.00	\$18.90	E
Selenium	\$65.50	\$0.00	\$65.50	E
Silver	\$1.80	\$0.00	\$1.80	E
Sulphate (SO4)	\$0.15	\$0.00	\$0.15	E
Sulphide	\$1.90	\$0.00	\$1.90	E
Sulphite	\$2.08	\$0.00	\$2.08	E
Suspended Solids (SS)	\$1.30	\$0.00	\$1.30	E
Thiosulphate	\$0.42	\$0.00	\$0.42	E
Tin	\$9.50	\$0.00	\$9.50	E
Total Dissolved Solids (TDS)	\$0.10	\$0.00	\$0.10	E
Uranium	\$9.50	\$0.00	\$9.50	E
Zinc	\$18.80	\$0.00	\$18.80	E

Non-Compliance Excess Mass Charges

Refer to equations 4 & 5 in the Policy

Details	Refer to section 4.7.9 equations 4 & 5 in the Liquid Trade Waste Policy	n/a
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Non-Compliance pH Charge

Refer to equation 3 in the Policy

Details	Refer to section 4.7.9 equation 3 in the Liquid Trade Waste Policy	n/a
K for pH coefficient calculation charge	0.506 (refer to section 4.7.9 in the Liquid Trade Waste Policy)	E

Regulatory Services

Companion Animals

Lifetime registration

Fees prescribed by the State - NSW Companion Animals Act 1998

Non-desexed animals	Prescribed	A
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Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Lifetime registration [continued]

De-sexed animals			Prescribed	A
De-sexed animals – pensioner concession			Prescribed	A
Breeder			Prescribed	A

Impounding Fees

Impounding fee	\$71.50	\$0.00	\$71.50	E
Additional Impound Fee (of same animal) in a calendar year	\$143.50	\$0.00	\$143.50	E
Maintenance and care per day thereafter/or part day	\$28.50	\$0.00	\$28.50	E
Microchipping (if applicable)	\$44.00	\$0.00	\$44.00	E
Vaccination (all dogs are vaccinated)	\$41.00	\$0.00	\$41.00	E
Veterinary Treatment			At Cost	E
Treatment incurred during impoundment (i.e. necessary grooming, worming, bathing)			At Cost	E

Animal Adoption

Adoption costs include a health check, desexing, vaccination, worming, microchipping and Lifetime Registration

Dogs

Puppies <6 months	\$384.09	\$38.41	\$422.50	E
Adults – 6 months - 6 years	\$330.45	\$33.05	\$363.50	E
Seniors – 6+ years	\$223.64	\$22.36	\$246.00	E

Cats

Discounts apply if an animal was previously microchipped, Lifetime Registered or desexed

Kittens <6 months	\$213.18	\$21.32	\$234.50	E
Adults – 6 months - 6 years	\$170.91	\$17.09	\$188.00	E
Seniors – 6+ years	\$117.27	\$11.73	\$129.00	E

Rescue Agencies

Microchipping	\$17.27	\$1.73	\$19.00	E
Vaccinations	\$28.64	\$2.86	\$31.50	E

Surrender Fee

Surrender Fee	\$75.00	\$0.00	\$75.00	E
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Declared Dangerous Dogs Fees

Dangerous Dog Enclosure Certificate of Compliance	\$197.00	\$0.00	\$197.00	A
Dangerous Dog Collar XL	\$67.73	\$6.77	\$74.50	E
Dangerous Dog Collar L	\$61.36	\$6.14	\$67.50	E
Dangerous Dog Collar M	\$53.64	\$5.36	\$59.00	E
Dangerous Dog Collar SML	\$50.00	\$5.00	\$55.00	E
Dangerous Dog Sign	\$44.09	\$4.41	\$48.50	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Stock Impounding

Impounding Act 1993

Impounding Fee	\$109.56	\$0.00	\$109.56	E
Feed per head per day	\$14.00	\$0.00	\$14.00	E
Maintenance per hour (includes Ranger feeding)	\$89.00	\$0.00	\$89.00	E
Transport using vehicle per hour (Ranger Vehicle)	\$48.00	\$0.00	\$48.00	E
Hired Transport			At Cost	E
Notification Fee	\$105.00	\$0.00	\$105.00	E

Impounded Vehicles

Impounding Fee	\$109.56	\$0.00	\$109.56	E
Towing Fee			At Cost	E
Notification Fee	\$105.00	\$0.00	\$105.00	E
Storage (per week)			At Cost	E

General Impounding Fee (all other impoundments)

Impounding Fee	\$67.50	\$0.00	\$67.50	B
Notification Fee	\$105.00	\$0.00	\$105.00	E

Cat Trap Hire - Feral Cats Only

Hire fee	\$0.00	\$0.00	\$0.00	C
Deposit	\$0.00	\$0.00	\$0.00	C
Late Return Fee	\$0.00	\$0.00	\$0.00	C

Development Contributions

(Under Section 7.11 of the Environmental Planning & Assessment Act 1979) - Developments approved under the Muswellbrook Section 94 Contributions Plan 2001
Urban Subdivision or Dwelling (Medium Density)

Urban Subdivision or Dwelling - Medium Density

Note: Contributions paid at subdivision stage for an additional lot will not be applied to a single dwelling erected on the lot created

Muswellbrook

a) Open Space and Community Facilities	\$2,476.50	\$0.00	\$2,476.50	E
b) Roads and Drainage	\$1,334.50	\$0.00	\$1,334.50	E
c) Open Space and Community Facilities	\$2,476.50	\$0.00	\$2,476.50	E
d) Roads and Drainage	\$1,334.50	\$0.00	\$1,334.50	E

Denman

a) Open Space and Community Facilities	\$1,905.50	\$0.00	\$1,905.50	E
b) Roads and Drainage	\$1,334.50	\$0.00	\$1,334.50	E
c) Open Space and Community Facilities	\$1,905.50	\$0.00	\$1,905.50	E
d) Roads and Drainage	\$1,334.50	\$0.00	\$1,334.50	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Rural Lot or Dwelling

a) Bushfire Protection	\$3,701.50	\$0.00	\$3,701.50	E
b) Rural Roads	\$3,806.50	\$0.00	\$3,806.50	E
c) Open Space & Community Facilities	\$1,582.50	\$0.00	\$1,582.50	E
d) Bushfire Protection	\$3,701.50	\$0.00	\$3,701.50	E
e) Rural Roads	\$3,806.50	\$0.00	\$3,806.50	E
f) Open Space & Community Facilities	\$1,582.50	\$0.00	\$1,582.50	E

South Muswellbrook Commercial Development

Road Upgrading	16.64/m2	E
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Tourist Development

Tourism Facilities	\$1.35 per \$100 of investment	E
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West Denman

Open Space Recreational Sporting Facilities

Per Person	\$449.50	\$0.00	\$449.50	E
One Bedroom	\$673.00	\$0.00	\$673.00	E
Two Bedroom	\$899.50	\$0.00	\$899.50	E
Three or more Bedroom dwelling	\$1,122.50	\$0.00	\$1,122.50	E
Per lot	\$1,122.50	\$0.00	\$1,122.50	E

Community Facilities

Per Person	\$566.50	\$0.00	\$566.50	E
One Bedroom	\$850.00	\$0.00	\$850.00	E
Two Bedroom	\$1,131.50	\$0.00	\$1,131.50	E
Three or more Bedroom dwelling	\$1,415.00	\$0.00	\$1,415.00	E
Per lot	\$1,415.00	\$0.00	\$1,415.00	E

Stormwater Management

Per Person	\$2,001.50	\$0.00	\$2,001.50	E
One Bedroom	\$3,002.50	\$0.00	\$3,002.50	E
Two Bedroom	\$4,002.00	\$0.00	\$4,002.00	E
Three or more Bedroom dwelling	\$5,003.50	\$0.00	\$5,003.50	E
Per lot	\$5,003.50	\$0.00	\$5,003.50	E

Transport Facilities

Per Person	\$3,891.00	\$0.00	\$3,891.00	E
One Bedroom	\$5,836.50	\$0.00	\$5,836.50	E
Two Bedroom	\$7,783.00	\$0.00	\$7,783.00	E
Three or more Bedroom dwelling	\$9,728.50	\$0.00	\$9,728.50	E
Per lot	\$9,728.50	\$0.00	\$9,728.50	E

Plan Management Administration

Per Person	\$133.00	\$0.00	\$133.00	E
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Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Plan Management Administration [continued]

One Bedroom	\$200.50	\$0.00	\$200.50	E
Two Bedroom	\$267.50	\$0.00	\$267.50	E
Three or more Bedroom dwelling	\$334.50	\$0.00	\$334.50	E
Per lot	\$334.50	\$0.00	\$334.50	E

Development Contributions (Section 7.12)

(Under Section 7.12 of the Environmental Planning & Assessment Act 1979) - Section 94A
Development Contributions Plan 2009
- Subject to CPI Increase

Estimated cost of development

< \$100000	0.0%	A
\$100001 – \$200000	1.0%	A
>\$200000	1.0%	A

Development Contributions - Extractive Industries (Section 7.11)

Levy for material removed	As per agreement with Council	E
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1 day during Business Hours	[DHB Foyer]	16
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1 Day during Business Hours	[DHB STEM Innovation Lab]	15
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Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	[DHB STEM Innovation Lab]	15
Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	[DHB Meeting Room]	15
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Deposit	[Cat Trap Hire - Feral Cats Only]	47
De-sexed animals	[Lifetime registration]	46
De-sexed animals – pensioner concession	[Lifetime registration]	46
Design by Council – Driveways or other Infrastructure	[S138 Roads Act - Road Opening Permit]	19
Designated development	[Giving Notice - Other]	38
Details	[Non-Compliance Excess Mass Charges]	45
Details	[Non-Compliance pH Charge]	45
Development involving the erection of a dwelling-house with an estimated construction cost of \$100,000 or less	[General Fees]	34
Development not involving the erection of a building, the carrying out of a work, the subdivision of land or the demolition of a building or work	[General Fees]	34
Disconnection of Water Meter at Service (service capped)	[Other Services]	31
Disconnection of Water Service at Main	[Other Services]	31
Dishonoured Cheques, returned to Council	[Dishonoured Payments]	10

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Fee Name	Parent Name	Page
D [continued]		
Dishonoured Direct Debits, returned to Council	[Dishonoured Payments]	10
Display of Goods (occupied area subject of permit)	[Use of Footpaths and Road Reserves]	43
Dog/Cat	[Dead Animals (RSPCA Exempt)]	28
Domestic quantities only	[Waste Oil]	31
Domestic quantities only	[E-Waste]	31
Domestic Systems – Disposal Area only	[Modify On-site Sewage Management System]	43
Domestic Systems – System and Disposal Area	[Modify On-site Sewage Management System]	43
Domestic Systems – System only	[Modify On-site Sewage Management System]	43
E		
e) Rural Roads	[Rural Lot or Dwelling]	48
Each additional hour	[Pool Space Hire]	22
Each additional hour	[Pool Space Hire]	22
Each Tonne over 3 Tonne	[Issue of Weighbridge Certificate]	29
Earthmoving Tyre	[Tyres - off Rims]	27
Enter pool details into NSW Swimming Pool Register	[Swimming Pool Certificates]	41
Events on Council grounds – Day & Night - 24 Hours	[Shows and Events - at council grounds and facilities]	20
Events on Council grounds – Day or Night - 12 Hours	[Shows and Events - at council grounds and facilities]	20
Exclusive Hire of Indoor Pool (8 hours)	[Pool Space Hire]	22
Exclusive hire of Outdoor Pool (8 hours)	[Pool Space Hire]	22
Extend or renew an approval with no change in conditions	[Applications]	43
F		
f) Open Space & Community Facilities	[Rural Lot or Dwelling]	48
Family	[6 month Pass]	22
Family	[Year Pass]	22
Family	[Denman Only Season Pass]	23
Family	[Gym Direct Debit]	23
Family	[Gym & Swim Direct Debit]	24
Family	[Upfront 1 month Gym]	24
Family	[Upfront 1 month Gym & Swim]	24
Family	[12 months Upfront Gym]	24
Family	[12 months Upfront Gym & Swim]	24
Family History Research by Library Staff - per hour (minimum fee does not include document access fees)	[Family History Search]	24
Family Up to 2 adults and 5 Children)	[Turnstile]	21
Fee	[Other]	19
Fee	[Assessment fee further to above charges]	19
Fee	[Designated Developments (in addition to fees above)]	34
Fee	[Prelodgement Meeting]	34
Fee for certified copy of plan	[Request for Property Information]	40
Fee for council to certify satisfaction of a condition of consent or confirm construction plans are not inconsistent with DA approved plans	[Council Certificate Advice]	40
Fee for retrieval of historical records	[Request for Property Information]	40
Fee for service responding to enquiries requiring search of records, analysis of information and/or a written response	[Request for Property Information]	40
Fee for service responding to enquiries requiring search of records, analysis of information and/or a written response – Dwelling Permissibility	[Request for Property Information]	40
Fee for service responding to enquiries requiring search of records, analysis of information and/or a written response – Flood Levels and associated flooding information	[Request for Property Information]	40
Feed per head per day	[Stock Impounding]	47
Fees prescribed by the State - Food Act	[Food Act]	41
Fees prescribed by the State - POEO Act	[Environmental Health Inspections]	41
Fees prescribed by the State - Public Health Act	[Public Health Act]	41
Field Hire – Per Day	[Casual Hirer]	21
Field Hire – Per Half-Day	[Casual Hirer]	21
Filling Stations (Muswellbrook and Denman only)	[Bulk Water Filling Stations]	32
Fire Flow Investigation	[Water Flow/Pressure Investigation]	32

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Fee Name	Parent Name	Page
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F [continued]

Fire Safety Inspection – Owner requested	[Fire Safety]	40
First 15 weeks	[Rural Areas - per m2]	18
First 15 weeks	[Residential - per m2]	18
First 15 weeks	[Tourist Area and/or Industrial Area - per m2]	19
First 15 weeks	[CBD - per m2]	19
Five years and under (swimming)	[Turnstile]	21
Fluoride	[Excess Mass Charges for Category 3 Discharges - per kg]	44
Footways	[S138 Roads Act - Road Opening Permit]	19
Formaldehyde	[Excess Mass Charges for Category 3 Discharges - per kg]	44

G

Gallery Hire Hourly Base Rate	[During Art Centre Hours]	13
Gallery Hire Hourly Base Rate	[Outside Art Centre Hours]	13
Gallery Membership - Per Person	[Muswellbrook Regional Art Centre]	12
General approvals / application not specifically mentioned elsewhere	[Section 68 of the LOCAL GOVERNMENT ACT]	42
General Cemetery – Purchase of 2.4 x 1.2m plot	[Right of Burial Fees]	9
General solid waste (putrescible & non-putrescible)	[Mixed Waste]	26
Giant inflatable	[Other]	23
Giving information	[Enquiry Fee]	10
Green Lid 240L Bin	[Replacement of Damaged/Lost Wheelie Bin]	25
Green waste per tonne	[Green Waste]	27
Group 1 Equipment - Facility Access	[DHB - Melt Equipment & Consumables]	16
Group 2 Equipment - Per Use Per Day	[DHB - Melt Equipment & Consumables]	17
Group Booking – per child	[School Groups]	22
Gym (20 entries)	[Gym - 20 Visit Pass]	23
Gym Concession (20 entries)	[Gym - 20 Visit Pass]	23
Gym Joining Fee	[Gym]	23
Gym single entry	[Gym]	23
Gymnasium Only (per hour)	[Indoor Sports Centre - Muswellbrook]	13

H

Half-Day Hire - 4 Hours	[Denman Memorial Hall]	12
Herbicides/Defoliants	[Excess Mass Charges for Category 3 Discharges - per kg]	44
Hire charge (per month or part thereof)	[Hire of Metered Hydrant]	32
Hire fee	[Cat Trap Hire - Feral Cats Only]	47
Hire of Hall (hourly rate)	[Denman Memorial Hall]	12
Hire of Pool Lane	[Pool Space Hire]	22
Hired Transport	[Stock Impounding]	47
Horse/Cattle (by prior arrangement)	[Dead Animals (RSPCA Exempt)]	29
Household Problem Wastes - domestic quantities only	[Community Recycling Centre]	27

I

Ice Bath - Members	[Turnstile]	21
Ice Bath - Non Members	[Turnstile]	21
If the DA involved no building work	[Section 4.55 (2) - other modifications]	37
if the original application was for a dwelling house <\$100,000	[Section 4.55 (2) - other modifications]	37
if the original fee was less than \$100	[Section 4.55 (2) - other modifications]	37
ILRS Charges passed on for Electronic Delivery	[Holds and Reservations]	25
ILRS Charges passed on when Library charged per request	[Holds and Reservations]	25
Impounding fee	[Impounding Fees]	46
Impounding Fee	[Stock Impounding]	47
Impounding Fee	[Impounded Vehicles]	47
Impounding Fee	[General Impounding Fee (all other impoundments)]	47
Individual Practice (per hour) – Casual Hire	[Indoor Sports Centre - Muswellbrook]	13
Inspection	[Public Gates/Grid]	18
Inspection	[Water Carters]	42
Inspection	[Regulated Premises, Public Swimming Pool and Spa Inspections (water quality)]	42
Inspection fee	[Skin Penetration Premises]	42
Inspection Fee	[Caravan Parks]	42
Inspection fee (as per Boarding Houses Act 2012)	[Boarding Houses]	42

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Fee Name	Parent Name	Page
I [continued]		
Inspection Fee (including fixed premises, mobile vending vehicles, home based, temporary stalls)	[Food Act]	41
Inspection of Works (determined in Notice of Requirement) per inspection	[Water Management Act Approval]	32
Install & Construct On-site Sewage Management System (includes inspection and approval to operate)	[Application Charges]	42
Install & Construct On-site Sewage Management System: Commercial Systems – Greater than 5000L/day (includes inspection and approval to operate)	[Application Charges]	42
Install manufactured home, moveable dwelling (includes inspections) outside of an approved caravan park or manufactured home estate	[Section 68 of the LOCAL GOVERNMENT ACT]	42
Install manufactured home, moveable dwelling on an approved dwelling site within a caravan park, manufactured home estate etc; (includes inspections)	[Section 68 of the LOCAL GOVERNMENT ACT]	42
Install Oil or Solid Fuel Heating Appliance (includes inspections)	[Section 68 of the LOCAL GOVERNMENT ACT]	42
Installation of Banners (not for profit)	[Banners]	9
Insurance for Casual Hire of Council facilities	[Casual Hirer's Insurance]	18
Integrated (advertised) development	[Giving Notice - Other]	38
Inter Library Loan Requests	[Holds and Reservations]	24
Inter Library Loan Requests (pensioners and school students)	[Holds and Reservations]	24
Interment Levy Fee - Ashes	[Right of Burial Fees]	9
Interment Levy Fee - Burial	[Right of Burial Fees]	9
Internal Processing Fee	[Government Information (Public Access) Act 2009 (GIPA)]	11
Invoiced in July per year for 5 yearly approval to operate	[Approval to Operate]	43
Iron	[Excess Mass Charges for Category 3 Discharges - per kg]	44
J		
Junior Squad (Entry-Level & Developmental)	[Squad - Junior and Senior]	22
K		
K for pH coefficient calculation charge	[Non-Compliance pH Charge]	45
Key Deposit (refundable)	[All Council Properties]	11
Kittens <6 months	[Cats]	46
L		
Labour costs	[Private Works]	18
Landfill Non - Compliance charge, per load	[Mixed Waste]	26
Large events and large events within Olympic Park and Ogilvie Street Denman	[Security Bonds]	21
Late Return Fee	[Cat Trap Hire - Feral Cats Only]	47
Lawn Cemetery – Purchase of 2.4 x 1.2m plot	[Right of Burial Fees]	9
Lead	[Excess Mass Charges for Category 3 Discharges - per kg]	44
Less than \$5,000	[General Fees]	33
Less than 25 pages	[Planning Portal Record Processing Fee (hard copy or digital records)]	40
Levy for material removed	[Development Contributions - Extractive Industries (Section 7.11)]	49
Library Members - Up to 3 Hours	[Library Meeting Room 1]	14
Light Truck or 4WD Tyre	[Tyres - off Rims]	27
Light Truck or 4WD Tyre	[Tyres - on Rims]	27
Light Truck or 4WD Tyre	[Tyres - off Rims]	31
Light Truck or 4WD Tyre	[Tyres - on Rims]	31
Lithium	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Local Inter-Library Loan	[Holds and Reservations]	25
Long Service Levy (Payable prior to release of Construction Certificate)	[Long Service Levy]	37
M		
Maintenance and care per day thereafter/or part day	[Impounding Fees]	46

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Fee Name	Parent Name	Page
M [continued]		
Maintenance per hour (includes Ranger feeding)	[Stock Impounding]	47
Major works on road reserves- for projects undertaken through development and/or where assets are transferred to Council.	[Works Enabling Deed]	19
Manganese	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Marquee 3m x 3m	[MSC Branded Popup Marquee Hire]	11
Marquee 3m x 4m	[MSC Branded Popup Marquee Hire]	11
Marquee 4m x 8m	[MSC Branded Popup Marquee Hire]	11
Mattress or base, per each item	[Mattress Recycling]	29
Meeting Room (small, per hour)	[Indoor Sports Centre - Muswellbrook]	13
Membership	[Borrowers]	24
Memorial Wall – Installation of plaque	[Right of Burial Fees]	9
Mercaptans	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Merchant Fee Recovery	[Credit Card Payments]	10
Mercury	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Methylene Blue Active Substances (MBAS)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Mezzanine Floor Area (per hour) – Day	[Indoor Sports Centre Complex - Denman]	13
Mezzanine Floor Area (per hour) – Night	[Indoor Sports Centre Complex - Denman]	13
Microchipping	[Rescue Agencies]	46
Microchipping (if applicable)	[Impounding Fees]	46
Minimal environmental impact (including Section 4.56)	[Section 4.55 (1a) Modification]	37
Minor* Modication of Application (prior to determination)	[Modification of Construction Certificate]	35
Minor* Modification (post determination)	[Modification of Construction Certificate]	35
Minor* Modification (post determination)	[Modification of Complying Development Certificate Application]	36
Minor* Modification of Application (prior to determination)	[Modification of Complying Development Certificate Application]	36
Modification Application requiring Notice	[Giving Notice - Other]	38
Modify Approval to install prior to any works commencing – no inspections necessary	[Modify On-site Sewage Management System]	43
Molybdenum	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Monthly Listing	[Property - Transfer Listing]	18
More than \$10,000,000	[General Fees]	34
More than \$10,000,000	[If the original estimated cost of the development was:]	38
More than \$10,000,001	[If the original estimated cost on the DA was:]	38
Mullins Conceptual Photography Prize	[Muswellbrook Regional Art Centre]	12
Muswellbrook	[Tanker Sales (per kilolitre)]	32
Muswellbrook Art Prize - Ceramics	[Muswellbrook Regional Art Centre]	11
Muswellbrook Art Prize – Painting	[Muswellbrook Regional Art Centre]	11
Muswellbrook Art Prize – Works on Paper	[Muswellbrook Regional Art Centre]	11
N		
Native Animals	[Dead Animals (RSPCA Exempt)]	29
New Footway Dining application	[Approvals Under Section 125 Roads Act]	43
New Roads plus \$ per additional lot	[DA Subdivision Fees]	34
New services (no existing service pipe)	[New Services (no existing service pipe)]	31
Nickel	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Nitrogen (as TKN – Total Kjeldahl Nitrogen)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
No building or demolition work proposed in DA	[Request for Review of Determination of a DA]	38
No new Roads plus \$ per additional lot	[DA Subdivision Fees]	34
Non-desexed animals	[Lifetime registration]	45
Notification Fee	[Stock Impounding]	47
Notification Fee	[Impounded Vehicles]	47
Notification Fee	[General Impounding Fee (all other impoundments)]	47
Notification of Complying Development Certificate (in addition to application fees)	[Giving Notice - Other]	39
Notification of Planning Agreement	[Giving Notice - Other]	39
O		
Observation if required (Additional fee apply for over 4 hours)	[Restricted Access (Over size/ Over mass) Vehicle Approval]	20
Occupation Certificate (Class 10a buildings)	[Occupation Certificate]	35
Occupation Certificate (Class 1a Buildings)	[Occupation Certificate]	35
Occupation Certificate (Class 2-9 buildings including change of use)	[Occupation Certificate]	35

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O [continued]

Oil and Grease (Total O and G)	[Excess Mass Charges for Category 3 Discharges - per kg]	44
One Bedroom	[Open Space Recreational Sporting Facilities]	48
One Bedroom	[Community Facilities]	48
One Bedroom	[Stormwater Management]	48
One Bedroom	[Transport Facilities]	48
One Bedroom	[Plan Management Administration]	49
Online Store Flat Rate Shipping	[Muswellbrook Regional Art Centre]	12
OR Full cost recovery for service in addition to above fee where referred to external party for determination	[Subdivision/Roads and Drainage]	34
OR Full cost recovery for service in addition to above fee where referred to external party for determination	[General Fees]	36
Organoarsenic Compounds	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Other Modification (post determination)	[Modification of Construction Certificate]	35
Other Modification (post determination)	[Modification of Complying Development Certificate Application]	36
Other Modification of Application (prior to determination)	[Modification of Construction Certificate]	35
Other Modification of Application (prior to determination)	[Modification of Complying Development Certificate Application]	36
Outdoor Seating (occupied area subject of permit)	[Use of Footpaths and Road Reserves]	43
Outside operating hours landfill call out	[Mixed Waste]	26
Over 30 weeks	[Rural Areas - per m2]	18
Over 30 weeks	[Residential - per m2]	19
Over 30 weeks	[Tourist Area and/or Industrial Area - per m2]	19
Over 30 weeks	[CBD - per m2]	19
Over 50 pages	[Planning Portal Record Processing Fee (hard copy or digital records)]	40

P

Passenger Tyre (or smaller)	[Tyres - off Rims]	27
Passenger Tyre (or smaller)	[Tyres - on Rims]	27
Passenger Tyre (or smaller)	[Tyres - off Rims]	31
Passenger Tyre (or smaller)	[Tyres - on Rims]	31
Payable direct to each approval or concurrence body	[Integrated Development and Concurrence Fee]	36
Per Day - 8 hours	[Loxton Room]	9
Per Day - 8 Hours	[Councillors Room]	9
Per Day - 8 Hours	[Weidmann Room]	9
Per Day - 8 Hours	[Senior Citizens Centre]	13
Per Day - 8 Hours	[Stan Thiess Centre]	14
Per Day (Whole Facility) - 8 hours	[Indoor Sports Centre Complex - Denman]	12
Per Day (Whole Facility) - 8 hours	[Indoor Sports Centre - Muswellbrook]	13
Per Half Day - 4 Hours	[Senior Citizens Centre]	13
Per Half-Day - 4 Hours	[Stan Thiess Centre]	14
Per Half-Day (Whole Facility) - 4 hours	[Indoor Sports Centre Complex - Denman]	12
Per Half-Day (Whole Facility) - 4 hours	[Indoor Sports Centre - Muswellbrook]	13
Per hour	[Weidmann Room]	9
Per Hour	[DHB Meeting Room]	15
Per Hour	[Councillors Room]	9
Per Hour	[Loxton Room]	9
Per Hour	[Seminar Room]	14
Per Hour	[DHB STEM Innovation Lab]	15
Per Hour	[DHB Foyer]	16
Per lot	[Open Space Recreational Sporting Facilities]	48
Per lot	[Community Facilities]	48
Per lot	[Stormwater Management]	48
Per lot	[Transport Facilities]	48
Per lot	[Plan Management Administration]	49
Per Person	[Open Space Recreational Sporting Facilities]	48
Per Person	[Community Facilities]	48
Per Person	[Stormwater Management]	48
Per Person	[Transport Facilities]	48
Per Person	[Plan Management Administration]	48
Per Scan – 10 pages or less	[Scanning]	25
Per Scan – more than 10 pages	[Scanning]	25
Permission to erect structure (e.g. headstone, slab, and concrete kerbing etc.)	[Right of Burial Fees]	10
Permit fee	[Restricted Access (Over size/ Over mass) Vehicle Approval]	20

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P [continued]

Pesticides General (excludes organochlorines and organophosphates)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Petroleum Hydrocarbons (non-flammable)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Phenolic Compounds (non-chlorinated)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Phosphorous (Total P)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Plan checking fee for works as executed (per lot)	[Subdivision Certificate Application Fees]	39
Plant & Equipment Occupation (Standing Plant) within Road Reserve including CBD Bond	[Security Bonds]	20
Plant costs	[Private Works]	18
Playgroups & community groups (maximum 3 hours)	[Indoor Sports Centre Complex - Denman]	13
Playgroups & community groups (maximum 3 hours)	[Stan Thiess Centre]	14
Plus administration fee	[Restricted Access (Over size/ Over mass) Vehicle Approval]	20
Plus Hourly Charge	[Enquiry Fee]	10
Polynuclear Aromatic Hydrocarbons (PAHs)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Pool Room Hire – per day	[Other]	23
Pool Room Hire – per hour	[Other]	23
Portable toilet waste (\$/kL)	[Trade Waste Usage Charge]	44
PP reconsideration or amendment fee – applicant request for reconsideration or for amendment of PP at any time	[Other]	37
Preliminary Investigation Fee	[Closure of a Public Road]	19
Pre-lodgement fee for CDC (where a proposal cannot be complying development, this fee will be deducted from the cost of a construction certificate application lodged with Council)	[General Fees]	35
Private Lessons – 1 person per class	[Learn to Swim]	22
Processed clean timber - woodchip mulch	[Garden Products]	30
Processed garden organics - pasteurised mulch	[Garden Products]	29
Processing Fee	[Government Information (Public Access) Act 2009 (GIPA)]	11
Processing Fee	[Lost and Damaged Material]	25
Processing Fee for closure	[Closure of a Public Road]	19
Prohibited Development	[Giving Notice - Other]	38
Provision of new sewer junction	[Provision of New Sewer Junction]	33
Public hearing	[Other]	37
Puppies <6 months	[Dogs]	46

R

Raising/Lowering Manhole (new development)	[Provision of New Sewer Junction]	33
Rates and Water Notice re-issue (email copy)	[Administration Charges]	12
Rates and Water re-issue (print & postage)	[Administration Charges]	12
Reconnection of Water Meter at Service (following disconnection)	[Reconnection (following disconnection) normal working hours]	31
Recovery Day Pass (Sauna, Spa and Ice Bath)	[Turnstile]	21
Red Lid 140L Bin	[Replacement of Damaged/Lost Wheelie Bin]	25
Refrigerators, freezers & air conditioners	[Whitegoods]	27
Refrigerators, freezers & air conditioners with CFC degassing certificate	[Whitegoods]	27
Refrigerators, freezers and air conditioners	[Whitegoods]	30
Refrigerators, freezers and air conditioners with CFC degassing certificate	[Whitegoods]	30
Refund and Transfer Balances Processing (Rates and Water)	[Administration Charges]	12
Refundable deposit	[Shows and Events - at council grounds and facilities]	20
Refundable Security Deposit	[During Art Centre Hours]	13
Refundable Security Deposit	[Outside Art Centre Hours]	13
Registration of certificate on planning portal.	[Occupation Certificate]	35
Registration of Complying Development Certificate on planning portal	[Other]	36
Registration of Subdivision Certificate issued by private certifier	[Subdivision Certificate Application Fees]	39
Registration or update of details of business under the Public Health Act or Food Act (excluding caravan parks and water carters)	[Environmental Health Inspections]	41
Re-inspection	[Inspection of On-site Sewage Management]	43
Re-inspection fee	[Swimming Pool Certificates]	41
Reinspection Fee	[Building Certificates]	39
Reinspection Fee	[Rural Addressing]	40

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R [continued]

Re-Inspection Fee	[Annual Trade Waste Fee (annual inspections)]	44
Reinspection fee (Only applies if outstanding work has not been completed)	[Fire Safety]	40
Re-inspection fees following non-compliance – unsatisfactory re-inspection	[Skin Penetration Premises]	42
Re-inspection Fees following non-compliant inspection – unsatisfactory re-inspection	[Food Act]	41
Reinspection following non-compliance – unsatisfactory reinspection	[Regulated Premises, Public Swimming Pool and Spa Inspections (water quality)]	42
Reinstatement of Removed Bin Due to Contamination	[Replacement of Damaged/Lost Wheelie Bin]	25
Removal of water restriction device on water meters	[Reconnection (following disconnection) normal working hours]	31
Replacement Fee	[Digital Readers]	25
Replacement or additional plates (same number)	[Rural Addressing]	40
Residential Driveway Crossing with Existing K & G	[S138 Roads Act - Road Opening Permit]	19
Residential Driveway Crossing with no Existing K & G	[S138 Roads Act - Road Opening Permit]	19
Resubmission of Complying Development (Following previous refusal) – no amendments	[Resubmission]	36
Resubmission of Construction Certificate for Subdivision Roads and Drainage (following previous refusal) – with amendments	[Subdivision - Resubmission]	35
Resubmission of Construction Certificate of Subdivision Roads and Drainage - with amendments	[Subdivision - Resubmission]	35
Reuse Shop items	[Recovered Goods]	29
Review of route assessment	[Restricted Access (Over size/ Over mass) Vehicle Approval]	20
Road Restoration – (Bitumen Surface)	[S138 Roads Act - Road Opening Permit]	19
Road Upgrading	[South Muswellbrook Commercial Development]	48
Roads per lane /m	[Subdivision/Roads and Drainage]	34
Route assessment – as per 3rd party quote	[Restricted Access (Over size/ Over mass) Vehicle Approval]	20
Rural driveway crossing	[S138 Roads Act - Road Opening Permit]	19
Rural Water Connection (Conditions Apply)	[New Services (connect to existing service pipe)]	31

S

School Groups (>1 hour)	[School Groups]	22
School Groups (half day, per student) - 4 hours	[Indoor Sports Centre - Muswellbrook]	13
Scrap Metal recycling	[Scrap Metal]	27
Scrap Metal, domestic quantities only	[Scrap Metal]	31
Section 266 of the Environmental Planning and Assessment Reg 2021	[Planning Reform Fund Fee]	36
Section 603 Certificate LGA 1993	[Certificates]	10
Security Bond - For Damage to Public Infrastructure	[Security Bonds]	20
Security Deposit (refundable subject to payment of outstanding charges)	[Hire of Metered Hydrant]	32
Selenium	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Senior Squad (Advanced & Competitive)	[Squad - Junior and Senior]	22
Seniors – 6+ years	[Dogs]	46
Seniors – 6+ years	[Cats]	46
Seniors (18 years and over)	[Regular Users - per registered player - per season]	21
Septic Waste (\$/kL) (Outside LGA)	[Trade Waste Usage Charge]	44
Septic Waste (\$/kL) (Within LGA)	[Trade Waste Usage Charge]	44
Sewer Extension (Commercial)	[Provision of New Sewer Junction]	33
Sewer Headworks – all areas (per ET – equivalent tenement)	[Sewer and Water Headworks]	33
Sheep/Goat	[Dead Animals (RSPCA Exempt)]	28
Shower Fee	[Turnstile]	21
Silver	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Single Entry (all)	[Turnstile]	21
Special Infrastructure (eg Roundabouts, Detention Basin or Bridge etc)	[Subdivision/Roads and Drainage]	34
Special Reading Fee	[Water Meter Testing]	32
Specialist studies required by Gateway Determination	[Other]	37
Spectator Fee	[Turnstile]	21
Squash Courts (per court, per hour) – Casual Hire	[Indoor Sports Centre Complex - Denman]	12
Squash Courts (per court, per hour) – User Groups	[Indoor Sports Centre Complex - Denman]	12
Stock on Road Reserves (grazing)	[S138 Roads Act - Road Opening Permit]	19

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S [continued]

Storage (per week)	[Impounded Vehicles]	47
Stores and materials costs	[Private Works]	18
Stormwater Drainage /m	[Subdivision/Roads and Drainage]	34
Stormwater Drainage work (connection to Council drainage or new work for Council ownership)	[Section 68 of the LOCAL GOVERNMENT ACT]	42
Strata (per lot)	[Subdivision Certificate Application Fees]	39
Strata plus \$ per additional lot	[DA Subdivision Fees]	34
Subdivision of land (per lot)	[Subdivision Certificate Application Fees]	39
Subdivision or Civil Infrastructure for Council ownership – For number of Inspection at \$155 per inspection	[Compliance Inspections (Construction Stages)]	36
Sulphate (SO4)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Sulphide	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Sulphite	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Supervising staff, carers and trainers	[School Groups]	22
Supply of Rural Addressing Plates- per number (includes one inspection)	[Rural Addressing]	40
Surrender Fee	[Surrender Fee]	46
Suspended Solids (SS)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Swim/Sauna/Spa (combo entry) Adult	[Turnstile]	21
Swim/Sauna/Spa (combo entry) Concession	[Turnstile]	21
Swimming Pools < 40kL	[General Fees]	35
Swimming Pools < 40kL per application	[Construction Certificate]	34
Swimming Pools > 40kL	[General Fees]	35
Swimming Pools > 40KL per application	[Construction Certificate]	34
Swing or hoist goods over road	[Section 68 of the LOCAL GOVERNMENT ACT]	42

T

Table Hire	[Indoor Sports Centre - Muswellbrook]	13
Technology Hire (e-readers, tablets, Daisy readers)	[Digital Readers]	25
Temporary Event - Food Preparation and Sales Application	[Shows and Events]	40
Tennis Courts (per court, per hour) – Day – Casual Hire	[Indoor Sports Centre Complex - Denman]	12
Tennis Courts (per court, per hour) - Day - Casual Hire (Seniors)	[Indoor Sports Centre Complex - Denman]	12
Tennis Courts (per court, per hour) - Day - Casual Hire(Juniors Under 18s)	[Indoor Sports Centre Complex - Denman]	12
Tennis Courts (per court, per hour) – Day – User Groups	[Indoor Sports Centre Complex - Denman]	12
Tennis Courts (per court, per hour) - Day - User Groups (Juniors Under 18s)	[Indoor Sports Centre Complex - Denman]	13
Tennis Courts (per court, per hour) - Day - User Groups (Seniors)	[Indoor Sports Centre Complex - Denman]	13
Tennis Courts (per court, per hour) – Night – Casual Hire	[Indoor Sports Centre Complex - Denman]	13
Tennis Courts (per court, per hour) - Night - Casual Hire (Juniors Under 18s)	[Indoor Sports Centre Complex - Denman]	13
Tennis Courts (per court, per hour) - Night - Casual Hire (Seniors)	[Indoor Sports Centre Complex - Denman]	13
Tennis Courts (per court, per hour) – Night – User Groups	[Indoor Sports Centre Complex - Denman]	13
Tennis Courts (per court, per hour) - Night - User Groups (Juniors Under 18s)	[Indoor Sports Centre Complex - Denman]	13
Tennis Courts (per court, per hour) - Night - User Groups (Seniors)	[Indoor Sports Centre Complex - Denman]	13
Test Fee – 20, 25 and 32mm service @ 4 Flow Rates	[Test Fee]	32
Test Fee – 20, 25 and 32mm service @ 6 Flow Rates	[Test Fee]	32
Test Fee – 40mm service @ 4 Flow Rates	[Test Fee]	32
Test Fee – 40mm service @ 6 Flow Rates	[Test Fee]	32
Test Fee – 50mm and greater	[Test Fee]	32
Testing Max/Min Pressure supplied (at property service line only)	[Water Flow/Pressure Investigation]	32
The fee payable for the lodgement of a certificate on the planning portal	[Other]	35

continued on next page ...

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Fee Name	Parent Name	Page
T [continued]		
Thiosulphate	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Third Party Works Impacting Road Reserves	[S138 Roads Act - Road Opening Permit]	19
Three or more Bedroom dwelling	[Open Space Recreational Sporting Facilities]	48
Three or more Bedroom dwelling	[Community Facilities]	48
Three or more Bedroom dwelling	[Stormwater Management]	48
Three or more Bedroom dwelling	[Transport Facilities]	48
Three or more Bedroom dwelling	[Plan Management Administration]	49
Tin	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Total Dissolved Solids (TDS)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Tourism Facilities	[Tourist Development]	48
Towing Fee	[Impounded Vehicles]	47
Tractor Tyre	[Tyres - off Rims]	27
Traffic Management Bond Administration Fee	[Security Bonds]	20
Training	[DHB - Melt Equipment & Consumables]	18
Training nights and club events	[Swimming Club]	22
Transfer an approval to a new discharger with the same conditions at the same premises	[Applications]	43
Transfer location at owners request (includes raising service) – Residential/Industrial/Commercial	[Transfer location at owners request]	32
Transport using vehicle per hour (Ranger Vehicle)	[Stock Impounding]	47
Treated timber – contaminated, painted or mixed with other materials (per tonne)	[Timber, Timber Pallets]	28
Treatment incurred during impoundment (i.e. necessary grooming, worming, bathing)	[Impounding Fees]	46
Trestle Table 750 x 1800mm	[Chair/Table Hire]	10
Truck Tyre	[Tyres - off Rims]	27
Truck Tyre	[Tyres - on Rims]	27
Two Bedroom	[Open Space Recreational Sporting Facilities]	48
Two Bedroom	[Community Facilities]	48
Two Bedroom	[Stormwater Management]	48
Two Bedroom	[Transport Facilities]	48
Two Bedroom	[Plan Management Administration]	49
U		
Uncollected Work Storage Fee Per Day	[Muswellbrook Regional Art Centre]	12
Underground Petroleum Storage Systems	[Environmental Health Inspections]	41
Up to \$5,000	[If the original estimated cost of the development was:]	37
Up to \$5,000	[If the original estimated cost on the DA was:]	38
Up to 120 sheets	[Binding Documents (A4 only)]	24
Up to 240 sheets	[Binding Documents (A4 only)]	24
Up to 3 hours	[Seminar Room]	14
Up to 3 Hours	[DHB STEM Innovation Lab]	15
Up to 3 Hours	[DHB Meeting Room]	15
Up to 3 Hours	[DHB Foyer]	16
Up to 3 hours – Visitor & Business use	[Library Meeting Room 1]	14
Up to 65 Sheets	[Binding Documents (A4 only)]	24
Uranium	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Urgency Fee for Section 10.7 (2) in addition to above	[Planning Certificates]	39
Use of Community Land (engaging in trade or business busking etc)	[Section 68 of the LOCAL GOVERNMENT ACT]	42
Use of Sporting Fields, Parks & Reserves by Fitness Trainers – 12 month Licence Agreement	[Regular Users - per registered player - per season]	21
Use of Sporting Fields, Parks & Reserves by Fitness Trainers – 6 month Licence Agreement	[Regular Users - per registered player - per season]	21
V		
Vaccination (all dogs are vaccinated)	[Impounding Fees]	46
Vaccinations	[Rescue Agencies]	46
Vans, utilities, trailers	[Domestic Mixed Waste]	30
Vans, utilities, trailers	[Domestic Green Waste]	30
Vehicles up to and including 3 Tonne	[Issue of Weighbridge Certificate]	29
Veterinary Treatment	[Impounding Fees]	46
Viola Bromley Art Prize	[Muswellbrook Regional Art Centre]	12

Fee Name	Parent Name	Page
W		
Water Analysis Samples	[Regulated Premises, Public Swimming Pool and Spa Inspections (water quality)]	42
Water Consumption	[Hire of Metered Hydrant]	32
Water Headworks – all areas (per ET – equivalent tenement)	[Sewer and Water Headworks]	33
Water Supply, sewerage and stormwater drainage work	[Section 68 of the LOCAL GOVERNMENT ACT]	42
White Plastic Chair	[Chair/Table Hire]	10
Within Muswellbrook Shire Libraries	[Holds and Reservations]	24
Works Enabling Deed	[S138 Roads Act - Road Opening Permit]	19
Works on Road Reserve - Located within CBD - General Bond	[Security Bonds]	20
Works within Road Reserve - Location other than CBD - General Bond	[Security Bonds]	20
Worm Farms	[Environmental Products]	40
Y		
Yellow Lid 240L Bin	[Replacement of Damaged/Lost Wheelie Bin]	25
Z		
Zinc	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Other		
\$1,000,001 – \$10,000,000	[General Fees]	33
\$1,000,001 – \$10,000,000	[If the original estimated cost of the development was:]	38
\$1,000,001 – \$10,000,000	[If the original estimated cost on the DA was:]	38
\$100001 – \$200000	[Estimated cost of development]	49
\$250,000 – \$500,000	[If the original estimated cost on the DA was:]	38
\$250,001 – \$500,000	[General Fees]	33
\$250,001 – \$500,000	[If the original estimated cost of the development was:]	37
\$5,001 – \$250,000	[If the original estimated cost of the development was:]	37
\$5,001 – \$250,000	[If the original estimated cost on the DA was:]	38
\$5,001 – \$50,000	[General Fees]	33
\$50,001 – \$250,000	[General Fees]	33
\$500,001 – \$1,000,000	[General Fees]	33
\$500,001 – \$1,000,000	[If the original estimated cost of the development was:]	38
\$500,001 – \$1,000,000	[If the original estimated cost on the DA was:]	38
< \$100000	[Estimated cost of development]	49
>\$200000	[Estimated cost of development]	49



2025/26 Budget Estimates

Operating Budget Details by Fund

Operating Budget 2025/26 - General Fund

(\$000s)	2024/25 Budget	December 2024 Review Budget	2025/26 DRAFT Budget	25/26 Budget vs 24/25	25-26 vs 24-25 Budget
Revenue	51,326	57,959	53,382	2,056	4.0%
Rates and Charges	26,686	27,116	28,158	1,472	5.5%
User Charges and Fees	8,598	8,614	9,224	625	7.3%
Other Revenues	5,319	9,446	5,311	(7)	-0.1%
Operating Grants and Contributions	8,160	10,220	8,166	6	0.1%
Interest and Investments Revenues	2,563	2,563	2,522	(41)	-1.6%
Expenses	51,326	57,939	53,382	2,056	-4.0%
Wages and Salaries	15,320	15,782	16,195	875	-5.7%
Other Costs	5,099	5,106	5,194	96	-1.9%
Materials and Contracts	18,661	24,798	19,165	504	-2.7%
Depreciation	11,485	11,485	12,059	574	-5.0%
Borrowing Costs	762	768	770	7	-1.0%
Surplus/(Deficit)	-	20	(0)	0	0.0%

Operating Budget 2025/26 - Water Fund

(\$000s)	2024/25 Budget	December 2024 Review Budget	2025/26 DRAFT Budget	25/26 Budget vs 24/25	25-26 vs 24-25 Budget
Revenue	8,082	8,082	8,624	542	6.7%
Rates and Charges	2,379	2,379	2,504	125	5.3%
User Charges and Fees	5,440	5,440	5,847	407	7.5%
Other Revenues	(413)	(413)	(371)	42	-10.1%
Operating Grants and Contributions	38	38	39	1	2.5%
Interest and Investments Revenues	637	637	605	(33)	-5.1%
Expenses	7,851	7,851	8,337	486	-6.2%
Wages and Salaries	1,460	1,460	1,364	(96)	6.6%
Other Costs	542	542	557	15	-2.8%
Materials and Contracts	3,666	3,666	4,124	458	-12.5%
Depreciation	2,183	2,183	2,292	109	-5.0%
Borrowing Costs	-	-	-	-	0.0%
Surplus/(Deficit)	232	232	288	56	24.3%

Operating Budget 2025/26 - Sewer Fund

(\$000s)	2024/25 Budget	December 2024 Review Budget	2025/26 DRAFT Budget	25/26 Budget vs 24/25	25-26 vs 24-25 Budget
Revenue	7,534	7,534	7,946	411	5.5%
Rates and Charges	6,929	6,929	7,247	318	4.6%
User Charges and Fees	465	465	484	18	3.9%
Other Revenues	-	(208)	(147)	(147)	0.0%
Operating Grants and Contributions	(170)	39	39	209	-123.3%
Interest and Investments Revenues	310	310	323	13	4.2%
Expenses	7,524	7,524	7,715	191	-2.5%
Wages and Salaries	956	956	964	8	-0.9%
Other Costs	818	818	841	23	-2.8%
Materials and Contracts	2,769	2,766	2,844	75	-2.7%
Depreciation	2,395	2,395	2,514	120	-5.0%
Borrowing Costs	587	590	552	(35)	6.0%
Surplus/(Deficit)	10	10	230	220	

Operating Budget 2025/26 - Future Fund

(\$000s)	2024/25 Budget	December 2024 Review Budget	2025/26 DRAFT Budget	25/26 Budget vs 24/25	25-26 vs 24-25 Budget
Revenue	6,794	6,709	6,873	79	1.2%
User Charges and Fees	6,790	6,708	6,871	81	1.2%
Other Revenues	4	2	2	(2)	-54.9%
Expenses	5,210	5,044	5,179	(31)	-0.6%
Wages and Salaries	267	267	260	(7)	-2.6%
Other Costs	951	894	924	(27)	-2.8%
Materials and Contracts	2,478	2,450	2,503	26	1.0%
Depreciation	190	190	200	10	5.0%
Borrowing Costs	1,325	1,244	1,292	(33)	-2.5%
Surplus/(Deficit)	1,584	1,665	1,694	111	7.0%

**10.2.11. 2025 Half Day Public Holiday**

- Attachments:**
1. 2025 Muswellbrook Races Half-day Public Holiday Survey - Responses [**10.2.11.1** - 3 pages]
 2. Application to Muswellbrook Council re half-day public holiday on Melbourne Cup Day 2025 [**10.2.11.2** - 1 page]

Responsible Officer: General Manager

Author: Governance Officer

Community Plan Issue: 1 - Economic Prosperity

Community Plan Goal: *A dynamic local economy with full employment for current and future residents in a diverse range of high value industries.*

Community Plan Strategy: 1.2.1 - Facilitate the diversification of the Shire's economy and support growth of existing industry and business enterprise.

PURPOSE

To consider the proposed application to the Minister for Industrial Relations for a local half-day public holiday on Tuesday 4 November 2025 following public exhibition.

OFFICER'S RECOMMENDATION

Council makes an application to the Minister for Industrial Relations for the declaration of a half-day public holiday for the Mayors Cup from noon to 6pm on Friday 4 November 2025.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

A request has been received from Muswellbrook Race Club, seeking Council's support in applying for a half day public holiday for the Mayor's Cup and Big Dance Race Day, which will be held on 4 November 2025.

In order for the application to be considered, Council must seek feedback from various community stakeholders, such as schools, transport providers, banks, local businesses, Muswellbrook Chamber of Commerce, Denman Chamber of Commerce, and the Sandy Hollow Progress Association. Through the public exhibition period, which closed 14 April 2025, Council received 448 responses. 68% of respondents were supportive of the proposal.

The report requests Council's approval for a local half day holiday to be held in Muswellbrook Shire from noon to 6.00pm on Tuesday 4 November 2025.

PREVIOUS RESOLUTIONS

At the Ordinary Council Meeting held on 28 January 2025, Council resolved as follows:



10.3.2. Half-Day Public Holiday 2025

- 163 RESOLVED on the motion of Cr C. Bailey and Cr A. Barry that:
- Council APPROVES community consultation to be undertaken regarding a half-day public holiday for the Muswellbrook Cup Day from noon on Tuesday 4 November 2025, and that a further report be submitted to Council providing the results of the period of public consultation.
- In Favour Cr C. Bailey, Cr A. Barry, Cr D. Douglas, Cr J. Drayton, Cr L. Dunn, Cr D. Hartley, Cr G. McNeill, Cr R. Mahajan, Cr D. Marshall, Cr M. Morris, Cr R. Scholes and Cr S. Ward
- Against: Nil

BACKGROUND

In order that the 2025 Muswellbrook Mayor's Cup Half-Day Public Holiday can be observed, Muswellbrook Shire Council is required to make application to the Minister for Industrial Relations, under the *Public Holidays Act 2010*, for the declaration of local public holidays and local event days.

CONSULTATION

Muswellbrook Race Club

Local businesses, schools, banks, transport providers, and community members.

REPORT

To be officially recognised, the Minister for Industrial Relations must declare a local public holiday or event day following an application by Council.

The Muswellbrook Race Club has been granted approval from Racing NSW to hold the Muswellbrook Mayor's Cup Race Day on 4 November 2025, and it is proposed that a local half day holiday be held in the Muswellbrook LGA, from noon to 6.00pm, to stimulate greater participation and interest in the event.

Alternatives to a local half day public holiday are a part day public holiday and a local event day, which is recognised as a day of special significance to the community in name only and does not attract entitlement to paid leave or penalty rates unless specified in the form of an enterprise agreement or by contract, and does not preclude schools, banks, and retail outlets from opening on the day.

Consultation with relevant stakeholders has been undertaken to support the application, and Council has received positive feedback in support of the declaration of the proposed half day public holiday. Through the public exhibition period, which closed on 14 April 2025, Council received 448 responses. 68% of respondents were supportive of the proposal. Results from the survey are attached as Appendix A. A letter of support from Muswellbrook Race Club, which states their preference for a part day public holiday, is attached as Appendix B.

The Muswellbrook Mayor's Cup Race and Big Dance Day is one of the major sporting events in



the region and generally attracts a large crowd. Whilst the half-day public holiday does create an imposition on local business and schools, community benefit must also be considered in this decision, as the half-day public holiday provides the opportunity for residents to participate in a local event which benefits the economic and social aspects of the Shire. Without the declaration of the holiday, numbers attending the Muswellbrook Mayor's Cup Race and Big Dance Day may decline significantly.

It is therefore recommended that Council supports an application being made to the Minister for Industrial Relations for the declaration of a half day public holiday from 12 noon to 6.00pm on Tuesday 4 November 2025.

CONCLUSION

It is recommended that Council seeks approval from the Minister for Industrial Relations for the declaration of a half-day public holiday for the Muswellbrook Mayor's Cup Day on Tuesday 4 November 2025 from noon to 6.00pm.

FINANCIAL CONSIDERATIONS

Council employees who would be required to work and maintain a minimum level of service to the community would be entitled to penalty rates in accordance with the Local Government State Award (2023).

POLICY IMPLICATIONS

Not applicable.

STATUTORY / LEGAL IMPLICATIONS

Not applicable.

RISK MANAGEMENT IMPLICATIONS

Not applicable.

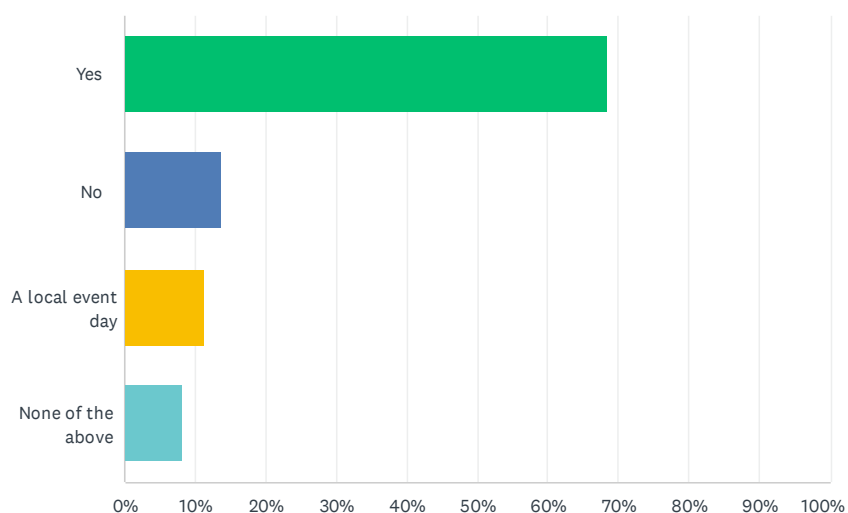
COMMUNITY CONSULTATION/MEDIA IMPLICATIONS

Not applicable.

Have your say on the 2025 Muswellbrook Races half-day public holiday

Q1 Do you support returning the Muswellbrook Races half-day public holiday to 12pm-6pm on Melbourne Cup Day, the first Tuesday in November?

Answered: 448 Skipped: 1

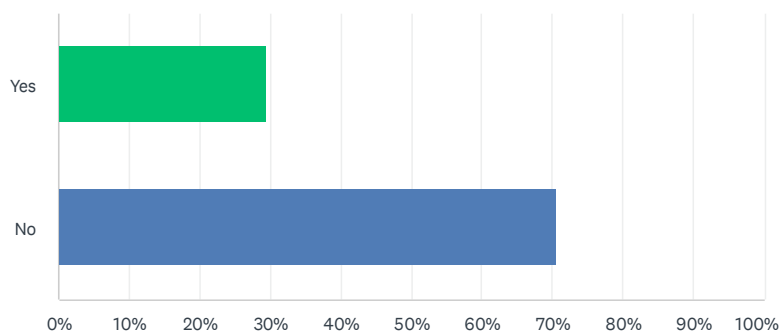


ANSWER CHOICES	RESPONSES	
Yes	68.53%	307
No	13.62%	61
A local event day	11.38%	51
None of the above	8.04%	36
Total Respondents: 448		

Have your say on the 2025 Muswellbrook Races half-day public holiday

Q2 Do you have a business that would be impacted by the gazettal of public holidays?

Answered: 445 Skipped: 4

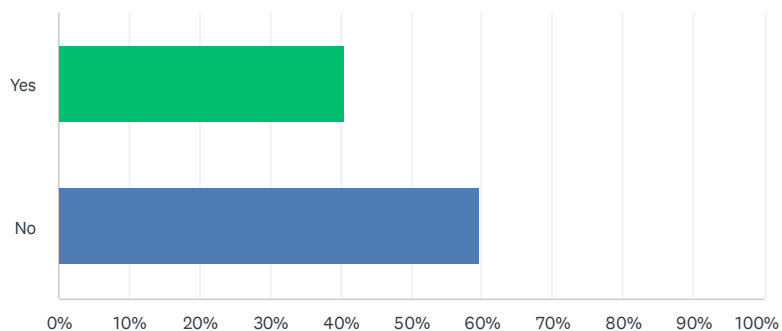


ANSWER CHOICES	RESPONSES	
Yes	29.44%	131
No	70.56%	314
TOTAL		445

Have your say on the 2025 Muswellbrook Races half-day public holiday

Q3 Are you a parent or carer who would be affected by the gazettal of public holidays (e.g. child's travel to and from school, childcare during business hours)?

Answered: 446 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes	40.58%	181
No	59.64%	266
Total Respondents: 446		



Mayor Jeff Drayton
General Manager Derek Finnigan
Muswellbrook Shire Council
Via email: derek.finnigan@muswellbrook.nsw.gov.au

9 January 2025

Dear Mayor Drayton

Application for Half-Day Public Holiday on Melbourne Cup Day 2025

On behalf of the Muswellbrook Race Club (MRC) and further to our discussions in December last year, I write to apply for a half-day public holiday on Melbourne Cup Day, Tuesday 4 November 2025.

The MRC is appreciative of the long-term support from Muswellbrook Shire Council with regards to a half-day public holiday on Muswellbrook Cup Day. As you are aware the Muswellbrook Cup is conducted on a Friday in autumn, having transferred from Melbourne Cup Day some years ago.

The Muswellbrook Cup date was moved in the best interest of racing and it was envisaged that the associated half-day public holiday would increase visitor numbers for the weekend, bring economic benefits to local businesses as well as boost crowd numbers for the club.

Further to our discussion, it would appear that local residents were using the half-day holiday to enjoy a long weekend away from the Muswellbrook Shire, and bolstering the tourism dollars of other regions.

With Melbourne Cup Day being on a Tuesday and a nationally recognised day of racing, the MRC believes a half-day public holiday would greatly assist with promoting its race meeting, growing its crowd numbers and strengthening the spend within the local community.

I respectfully request you table this letter at the next Muswellbrook Shire Council meeting for discussion.

I look forward to continuing and improving the already strong relationship between the MRC and Muswellbrook Shire Council.

Yours sincerely

Christine Williams
General Manager

**10.2.12. Future Fund Committee - Terms of Reference**

Responsible Officer:	General Manager
Author:	Governance Officer
Community Strategic Plan:	6 - <i>Community Leadership</i> Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community
Delivery Program Goal:	6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.
Operational Plan Action:	Not applicable
Attachments:	1. Future Fund Committee - Draft Terms of Reference [10.2.12.1 - 5 pages]

PURPOSE

To consider the Terms of Reference for the Future Fund Committee.

OFFICER'S RECOMMENDATION

Council:

1. ENDORSES the Terms of Reference for the Future Fund Committee.
2. Delegates authority to the Future Fund Committee to:
 - a. Make decisions on the acquisition, development, demolition or disposal of (whether in whole or in part) any asset (whether set out in the Schedule or not)—or anything properly incidental to those activities—to Council as it thinks fit.
 - b. Make decisions on maintenance to the appropriate standard as determined by Council, taking into consideration equal access, health and safety, energy efficiency, and environmental sustainability.
 - c. Obtain external legal or other professional advice, as considered necessary, to meet its responsibilities (in accordance with Council Budget and procurement arrangements and subject to prior consultation with the General Manager).

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

The Draft Terms of Reference for the Future Fun Committee were considered by the Committee at its meeting on 10 April 2025. The Committee recommended that the Terms of Reference be submitted to Council for consideration.

The Draft Terms of Reference outline the Committee's objectives as well as roles and responsibilities.



PREVIOUS RESOLUTIONS

At the 26 November 2024 Ordinary Council Meeting, Council resolved the Committee Structure and appointed members to the various committees.

BACKGROUND

The Future Fund Committee was re-created as an All Councillor Committee. Previously the Future Fund Committee was a S355 Committee, which was dissolved in 2020.

CONSULTATION

Director – Community & Economy

Manager – Governance & Risk

General Manager

Future Fund Committee

REPORT

A review of the Committee Structure was undertaken in conjunction with the Councillor induction program in 2024. Those changes included the re-creation of the Future Fund Committee.

The objectives of the committee are to:

- *Provide independent advice and recommendations on matters relevant to the Future Fund.*
- *Make recommendations as to the acquisition, development, demolition, or disposal of assets.*

Membership

Membership of the Committee is all Councillors who were elected at the November Council Meeting.

Staff Appointments

- General Manager
- Director – Infrastructure & Property (Liaison Officer)
- Chief Financial Officer
- Director – Community & Economy
- Director – Planning & Environment
- Legal Counsel

This has also required the Terms of Reference to be reviewed, which has now been completed and is submitted to Council for consideration.

FINANCIAL CONSIDERATIONS

The Terms of Reference will enable the Committee to make decisions on the awarding of community grant applications received by Council in line with Council's budget.

POLICY IMPLICATIONS

Code of Meeting Practice

Code of Conduct



STATUTORY / LEGISLATIVE IMPLICATIONS

Local Government Act, 1993

RISK MANAGEMENT IMPLICATIONS

The Terms of Reference provide the objectives of the Committee as well as any delegations that the Committee may have.

COMMUNITY CONSULTATION / COMMUNICATIONS

As membership of this Committee is made up entirely of Councillors, the Meetings are open to the public and will therefore be advertised on Council's website. The meetings will also be recorded and made available on Council's website together with Agendas and Minutes.

Future Fund Committee

Terms of Reference

April, 2025

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1. Objective

The objectives of the Future Fund Committee (the Committee) are to:

- *Provide independent advice and recommendations on matters relevant to the Future Fund.*
- *Make recommendations as to the acquisition, development, demolition or disposal of assets.*

In fulfilling its objectives, the ability of the Committee to maintain strategic and objective judgement is vital.

2. Scope

The Committee will report to Council and provide advice and recommendations on matters relevant to the Future Fund. Muswellbrook Shire Council authorises the Committee, within the scope of its role and responsibilities to:

- Review the budget and assets in the Future Fund to ensure consistency with s5.1 and the purposes set out in s5.2 of the Future Fund Policy.
- Make recommendations as to the acquisition, development, demolition or disposal of (whether in whole or in part) any asset (whether set out in the Schedule or not)—or anything properly incidental to those activities—to Council as it thinks fit.
- Ensure that all properties are to be maintained to an appropriate standard as determined by Council, taking into consideration equal access, health & safety, energy efficiency & environmental sustainability.

3. Authority

Muswellbrook Shire Council authorises the Committee, within the scope of its role and responsibilities to:

- Use delegated authority to make decisions on the acquisition, development, demolition or disposal of (whether in whole or in part) any asset (whether set out in the Schedule or not)—or anything properly incidental to those activities—to Council as it thinks fit.
- Use delegated authority to make decisions on maintenance to the appropriate standard as determined by Council, taking into consideration equal access, health & safety, energy efficiency & environmental sustainability.
- Request information required to inform decision making (subject to their legal obligations to protect information and with prior consultation with the General Manager);
- Request information from employees (with approval of the General Manager) or Councillors.
- The Committee may request these persons to present information at Committee meetings to assist in understanding any matter under consideration;
- Obtain external legal or other professional advice, as considered necessary, to meet its responsibilities (in accordance with Council Budget and procurement arrangements and subject to prior consultation with the General Manager).

4. Composition and Tenure

The members of the Committee shall be all Councillors.

Members (voting)

All members of the Committee (Councillors) are entitled to one vote.

Attendees (non-voting)

The following Council officers will act as liaison officers to the Committee:

- General Manager
- Chief Financial Officer
- Director - Infrastructure & Property
- Director - Community and Economy
- Director – Planning & Environment
- Legal Counsel

Invitees (non-voting) for specific Agenda items

Other officers may attend by invitation as requested by the Committee or the General Manager.

5. Responsibilities of Members

Members of the Committee are expected to:

- Comply with Council's Code of Conduct;
- Understand the relevant legislative and regulatory requirements appropriate to Muswellbrook Shire Council;
- Contribute the time needed to study and understand the papers provided;
- Apply sound analytical skills, objectivity and judgement;
- Express opinions frankly, ask questions that go to the fundamental core of the issues, and pursue independent lines of enquiry;
- Act, and be seen to act, properly and in accordance with the requirements of the law and the terms of Council's Code of Conduct;
- Act in good faith and fidelity in the interests of Council and the community.

6. Reporting

Following each meeting, the minutes will be reported to the next Council Meeting and the Chair will be required to provide a brief summary.

7. Meetings

- The Committee will meet quarterly at 5.30pm on the second Thursday of the Month (i.e. April, August, December).
- Meetings of the Committee must be advertised, recorded, and published to Council's website.
- The need for any additional meetings will be decided by the Chair of the Committee, though other Committee members or Council Staff may make requests to the Chair for additional meetings.
- The Committee shall comply with Council's adopted Code of Meeting Practice and Code of Conduct.

- Meetings of the Committee are open to the public to attend.

8. Attendance at Meetings and Quorums

A quorum will consist of four (7) Committee members. Meetings will be held in person. Councillors may attend and participate in meetings of the committee by audio-visual link with the approval of the Chair.

9. Voting

The Committee is expected to make decisions by consensus, however, if voting becomes necessary, then the details of the vote are to be recorded in the minutes. Each member of the Committee shall be entitled to one vote only with the Chair having a casting vote in the event of a tied vote.

10. Secretariat

The General Manager will ensure that appropriate secretariat support is provided to the Committee. The Secretariat will ensure the agenda for each meeting and supporting papers are circulated at least 5 days before the meeting and will ensure minutes of the meeting are prepared and maintained.

Minutes shall be approved by the Chair and circulated to all Committee members within one week of the meeting and filed in accordance with Council's Records Management Policy.

11. Conflicts of Interest

Members of Council committees must comply with the applicable provisions of Council's Code of Conduct in carrying out their functions as Council officials. It is the personal responsibility of Council officials to comply with the standards in the Code of Conduct and regularly review their personal circumstances with this in mind.

Committee members must declare any conflict of interest at the start of each meeting or before discussion of a relevant agenda item or topic. Details of any conflict of interest should be appropriately minuted.

Where members or invitees at Committee meetings are deemed to have a real or perceived conflict of interest, it may be appropriate they be excused from Committee deliberations on the issue where the conflict of interest may exist.

12. Induction

New members will receive relevant information and briefings on their appointment to assist them to meet their Committee responsibilities.

13. Review of Committee Terms of Reference

At least once every two years the Committee will review this Committee's Terms of Reference and make recommendations on any changes to Council for its determination.

Any changes to the Committee Terms of Reference must be approved by Council.

**10.2.13. Report on Investments held as at 31 March 2025**

Responsible Officer: General Manager

Author: Financial Controller

Community Strategic Plan: 6 - *Community Leadership*

24.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.

Delivery Program Goal: 6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.

Operational Plan Action: 6.2.1.1 - Provide transparent reporting to the community about Council's finances.

Attachments:

1. Portfolio Valuation Report - 31 March 2025 [**10.2.13.1** - 3 pages]
2. Trading Limit Report - 31 March 2025 [**10.2.13.2** - 8 pages]

PURPOSE

To submit for Council's information the list of financial investments currently held by Council in accordance with the Regulation.

OFFICER'S RECOMMENDATION

Council notes Council's Investments as at 31 March 2025.

Moved: _____ **Seconded:** _____

REPORT

Clause 212 (1) of the *Local Government (General) Regulation 2005* requires details of funds invested, as at the end of the preceding month, to be reported to an ordinary meeting of Council.

Funds invested under Section 625 of the *Local Government Act 1993*, as at 31 March 2025, are shown in the attachments.

COMMENT:

As at 31 March 2025, Council held \$101M in cash and investments, with a weighted running yield of 5.12%.

Investment interest rates have shown a decline reflected in a reduced yield on new investments.

At the time of writing this report, the Reserve Bank of Australia (RBA) has left the current cash target of 4.10% unchanged. Sustainably returning inflation to target within a reasonable



timeframe is the Board's highest priority. This is consistent with the RBA's mandate for price stability and full employment.

During the month of March 2025, the following investment movements occurred:

1. A replacement 12-month term deposit for \$1m was issued by Coastline Credit Union for 4.75% on 4 March 2025. It replaced a maturing Judo Bank 12-month term deposit with a yield of 5.00% pa.
2. A new investment was issued on 11 March 2025 by Judo Bank for a 12-month term deposit \$1.0M with an interest rate of 4.65% pa.
3. Another new investment was issued on 26 March 2025 by Judo Bank for a 12-month term deposit \$1.0M with an interest rate of 4.65% pa.

Council has maintained its trading limits in accordance with the Investments Policy.

The Responsible Accounting Officer certifies that the investments listed have been made in accordance with the Act, the Regulations, and Council's Investment Policy. This includes investments that have been made in accordance with the Minister's Orders that have been subsequently amended. "Grandfathering" provisions still allow the holding of these investments. A detailed list of investments is attached.

	Fixed Interest Security	ISIN	Face Value Original	Bond Factor	Face Value Current	Capital Price	Accrued Interest Price	Market Value	% Total Value	Running Yield	Weighted Running Yield
At Call Deposit											
	Westpac Bus Prem At Call		4,962,098.76	1.00000000	4,962,098.76	100.000	0.000	4,962,098.76	4.84%	4.44%	
	Westpac Muswellbrook Trading Acct At Call		285,080.99	1.00000000	285,080.99	100.000	0.000	285,080.99	0.28%	0.00%	
			5,247,179.75		5,247,179.75			5,247,179.75	5.12%		4.20%
Fixed Rate Bond											
	BOQ 4.7 27 Jan 2027 Fixed	AU3CB0296168	4,000,000.00	1.00000000	4,000,000.00	100.212	0.818	4,041,200.00	3.94%	4.77%	
	BOQ 5.3 30 Apr 2029 Fixed	AU3CB0308955	2,000,000.00	1.00000000	2,000,000.00	101.880	2.213	2,081,860.00	2.03%	5.31%	
	JUDO 6.4 26 Sep 2025 Fixed	AU3CB0292480	500,000.00	1.00000000	500,000.00	100.167	0.087	501,270.00	0.49%	6.44%	
	NTTC 1.1 15 Dec 2025 - Issued 31 August 2021 - Muswellbrook Council Fixed		2,000,000.00	1.00000000	2,000,000.00	100.000	0.319	2,006,380.00	1.96%	1.10%	
	NTTC 1.1 15 Dec 2025 - Issued 6 September 2021 - Muswellbrook Council Fixed		1,500,000.00	1.00000000	1,500,000.00	100.000	0.319	1,504,785.00	1.47%	1.10%	
			10,000,000.00		10,000,000.00			10,135,495.00	9.88%		3.67%
Floating Rate Note											
	AMP 1.27 13 Sep 2027 FRN	AU3FN0091674	1,000,000.00	1.00000000	1,000,000.00	100.274	0.266	1,005,400.00	0.98%	5.37%	
	Auswide 1.5 07 Nov 2025 FRN	AU3FN0073037	1,000,000.00	1.00000000	1,000,000.00	100.246	0.813	1,010,590.00	0.99%	5.71%	
	Auswide 1.5 17 Mar 2026 FRN	AU3FN0076352	2,000,000.00	1.00000000	2,000,000.00	100.329	0.215	2,010,880.00	1.96%	5.61%	
	Auswide 1.6 22 Mar 2027 FRN	AU3FN0086104	1,500,000.00	1.00000000	1,500,000.00	100.606	0.110	1,510,740.00	1.47%	5.72%	
	Auswide 1.33 13 Sep 2027 FRN	AU3FN0091575	1,000,000.00	1.00000000	1,000,000.00	100.055	0.269	1,003,240.00	0.98%	5.44%	
	BAL 1.55 22 Feb 2027 FRN	AU3FN0075461	5,500,000.00	1.00000000	5,500,000.00	100.794	0.545	5,573,645.00	5.43%	5.64%	
	BAL 1.7 21 Feb 2028 FRN	AU3FN0085031	2,000,000.00	1.00000000	2,000,000.00	101.220	0.608	2,036,560.00	1.99%	5.80%	
	CUA 1.65 09 Feb 2027 FRN	AU3FN0074787	6,000,000.00	1.00000000	6,000,000.00	101.335	0.786	6,127,260.00	5.97%	5.80%	
	CACU 1.7 21 Sep 2026 FRN	AU3FN0081287	1,750,000.00	1.00000000	1,750,000.00	99.995	0.159	1,752,695.00	1.71%	5.81%	
	MACQ 0.48 09 Dec 2025 FRN	AU3FN0057709	3,000,000.00	1.00000000	3,000,000.00	100.024	0.264	3,008,640.00	2.93%	4.60%	
	MYS 0.65 16 Jun 2025 FRN	AU3FN0061024	3,000,000.00	1.00000000	3,000,000.00	99.969	0.183	3,004,560.00	2.93%	4.76%	
	NPBS 1.85 14 Feb 2029 FRN	AU3FN0085023	2,000,000.00	1.00000000	2,000,000.00	102.359	0.743	2,062,040.00	2.01%	5.95%	
	NPBS 1.25 21 Jan 2030 FRN	AU3FN0094827	1,000,000.00	1.00000000	1,000,000.00	100.351	1.055	1,014,060.00	0.99%	5.54%	
	PCU 1.15 08 Nov 2027 FRN	AU3FN0093423	1,000,000.00	1.00000000	1,000,000.00	99.958	0.719	1,006,770.00	0.98%	5.35%	
	Qld Police 1.35 19 May 2025 FRN	AU3FN0069175	750,000.00	1.00000000	750,000.00	100.082	0.636	755,385.00	0.74%	5.53%	
	Qld Police 1.75 06 Dec 2025 FRN	AU3FN0073979	2,000,000.00	1.00000000	2,000,000.00	100.619	0.402	2,020,420.00	1.97%	5.87%	
	Qld Police 1.65 18 Sep 2026 FRN	AU3FN0081295	3,000,000.00	1.00000000	3,000,000.00	101.068	0.205	3,038,190.00	2.96%	5.76%	
	UBS Aust 0.87 30 Jul 2025 FRN	AU3FN0055307	1,650,000.00	1.00000000	1,650,000.00	100.142	0.843	1,666,252.50	1.62%	5.05%	
	UBS Aust 1.55 12 May 2028 FRN	AU3FN0077970	4,000,000.00	1.00000000	4,000,000.00	102.177	0.741	4,116,720.00	4.01%	5.66%	
			43,150,000.00		43,150,000.00			43,724,047.50	42.62%		5.55%
Term Deposit											
	AMP 5.2 30 Apr 2025 292DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	3.733	1,037,326.03	1.01%	5.20%	
	AMP 5.35 16 Jun 2025 732DAY TD		4,000,000.00	1.00000000	4,000,000.00	100.000	4.207	4,168,268.48	4.06%	5.35%	
	AMP 5.2 17 Jun 2025 308DAY TD		1,500,000.00	1.00000000	1,500,000.00	100.000	3.277	1,549,150.68	1.51%	5.20%	

Fixed Interest Security	ISIN	Face Value Original	Bond Factor	Face Value Current	Capital Price	Accrued Interest Price	Market Value	% Total Value	Running Yield	Weighted Running Yield
AMP 5.25 01 Dec 2025 732DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	1.712	1,017,116.44	0.99%	5.25%	
AMP 4.95 21 Jan 2026 365DAY TD		1,250,000.00	1.00000000	1,250,000.00	100.000	0.936	1,261,696.91	1.23%	4.95%	
BOQ 4.9 01 Oct 2025 761DAY TD		3,000,000.00	1.00000000	3,000,000.00	100.000	2.819	3,084,575.34	3.01%	4.90%	
BVIC 5.1 13 Nov 2025 335DAY TD		3,000,000.00	1.00000000	3,000,000.00	100.000	1.509	3,045,271.23	2.97%	5.10%	
CCU 4.75 04 Mar 2026 365DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	0.351	1,003,513.70	0.98%	4.75%	
DFB 5.45 04 Dec 2025 730DAY TD		2,000,000.00	1.00000000	2,000,000.00	100.000	7.197	2,143,939.72	2.09%	5.45%	
JUDO 5.7 11 Jul 2025 730DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	4.092	1,040,915.07	1.01%	5.70%	
JUDO 4.65 11 Mar 2026 365DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	0.255	1,002,547.95	0.98%	4.65%	
JUDO 4.65 30 Mar 2026 369DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	0.064	1,000,636.99	0.98%	4.65%	
PCUSA 5.11 27 Nov 2025 365DAY TD		1,500,000.00	1.00000000	1,500,000.00	100.000	1.736	1,526,040.00	1.49%	5.11%	
RABO 5.30 Apr 2025 184DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	2.110	1,021,095.89	1.00%	5.00%	
RABO 5.05 15 May 2025 275DAY TD		1,500,000.00	1.00000000	1,500,000.00	100.000	3.182	1,547,732.88	1.51%	5.05%	
RABO 5.04 29 Jul 2025 274DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	2.126	1,021,264.66	1.00%	5.04%	
RABO 5.33 30 Jul 2025 365DAY TD		2,000,000.00	1.00000000	2,000,000.00	100.000	3.563	2,071,261.36	2.02%	5.33%	
RABO 5.31 30 Sep 2025 425DAY TD		3,000,000.00	1.00000000	3,000,000.00	100.000	3.521	3,105,618.09	3.03%	5.31%	
RABO 5.28 Oct 2025 365DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	2.110	1,021,095.89	1.00%	5.00%	
RABO 4.71 25 Feb 2026 365DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	0.439	1,004,387.40	0.98%	4.71%	
RABO 5.25 05 Jul 2027 1096DAY TD		2,000,000.00	1.00000000	2,000,000.00	100.000	3.884	2,077,671.24	2.03%	5.25%	
RABO 5.2 31 Jul 2028 1462DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	3.476	1,034,761.64	1.01%	5.20%	
RABO 5.07 27 Oct 2028 1460DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	2.139	1,021,391.23	1.00%	5.07%	
RABO 5.4 04 Jul 2029 1826DAY TD		2,000,000.00	1.00000000	2,000,000.00	100.000	3.995	2,079,890.42	2.03%	5.40%	
RABO 5.25 30 Jul 2029 1826DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	3.510	1,035,095.89	1.01%	5.25%	
RABO 4.97 05 Feb 2030 1826DAY TD		1,500,000.00	1.00000000	1,500,000.00	100.000	0.735	1,511,029.32	1.47%	4.97%	
SCC 5.37 13 Jun 2025 365DAY TD		1,000,000.00	1.00000000	1,000,000.00	100.000	4.281	1,042,812.88	1.02%	5.37%	
		42,250,000.00		42,250,000.00			43,476,107.33	42.38%		5.15%
Fixed Interest Total		100,647,179.75		100,647,179.75			102,582,829.58	100.00%		5.12%

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Report Code: TBSBP100EXT-01.21
Report Description: Portfolio Valuation As At Date
Parameters:
Term Deposit Interest Included
Cash Excluded
Settlement Date-Based Balances

1 Issuer Trading Limits

Issuer	Issuer Rating Group (Long Term)	Issuer Parent	Already Traded (with Issuer Group) Face Value Notional	Limit For Book or Entity	Trading Limit	Trading Limit Type	Trading Limit Value	Trading Limit Used (%)	Trading Limit Available (%)	Trading Limit Available (Value)	Trading Limit Exceeded (%)	Trading Limit Exceeded (\$)
AMP Bank Ltd	BBB+ to BBB-		9,750,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	97.00	3.00	312,513	0.00	0
ANZ Banking Group Ltd	AA+ to AA-		0.00	Book	30.00	% of 100,625,134.43	30,187,540.33	0.00	100.00	30,187,540	0.00	0
Australian Unity Bank (BPSS20)	BBB+ to BBB-		0.00	Book	10.00	% of 100,625,134.43	10,062,513.44	0.00	100.00	10,062,513	0.00	0
Auswide Bank Limited	BBB+ to BBB-		5,500,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	55.00	45.00	4,562,513	0.00	0
Bank Australia Limited	BBB+ to BBB-		7,500,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	75.00	25.00	2,562,513	0.00	0
Bank of Melbourne	AA+ to AA-	Westpac Banking Corporation Ltd	5,225,134.43	Book	30.00	% of 100,625,134.43	30,187,540.33	17.00	83.00	24,962,406	0.00	0
Bank of Queensland Ltd	A+ to A-		9,000,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	89.00	11.00	1,062,513	0.00	0
BankSA	AA+ to AA-	Westpac Banking Corporation Ltd	5,225,134.43	Book	30.00	% of 100,625,134.43	30,187,540.33	17.00	83.00	24,962,406	0.00	0
BankVic	BBB+ to BBB-		3,000,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	30.00	70.00	7,062,513	0.00	0
BankWest Ltd	AA+ to AA-	Commonwealth Bank of Australia Ltd	0.00	Book	30.00	% of 100,625,134.43	30,187,540.33	0.00	100.00	30,187,540	0.00	0
Bendigo & Adelaide Bank Ltd	A+ to A-		0.00	Book	10.00	% of 100,625,134.43	10,062,513.44	0.00	100.00	10,062,513	0.00	0
Beyond Bank Australia Ltd	BBB+ to BBB-		0.00	Book	10.00	% of 100,625,134.43	10,062,513.44	0.00	100.00	10,062,513	0.00	0
Coastline Credit Union Ltd	BBB+ to BBB-		1,000,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	10.00	90.00	9,062,513	0.00	0
Commonwealth Bank of Australia Ltd	AA+ to AA-		0.00	Book	30.00	% of 100,625,134.43	30,187,540.33	0.00	100.00	30,187,540	0.00	0
Credit Suisse Sydney	BBB+ to BBB-		0.00	Book	20.00	% of 100,625,134.43	20,125,026.89	0.00	100.00	20,125,027	0.00	0
Credit Union Australia Ltd t/as Great Southern Bank	BBB+ to BBB-		6,000,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	60.00	40.00	4,062,513	0.00	0
Defence Bank Ltd	BBB+ to BBB-		2,000,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	20.00	80.00	8,062,513	0.00	0
Greater Bank - a division of Newcastle Greater Mutual Group Limited	BBB+ to BBB-	Newcastle Greater Mutual Group Ltd	3,000,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	30.00	70.00	7,062,513	0.00	0
Heritage and People's Choice Limited	BBB+ to BBB-		0.00	Book	10.00	% of 100,625,134.43	10,062,513.44	0.00	100.00	10,062,513	0.00	0
Illawarra Credit Union Ltd	BBB+ to BBB-		1,750,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	17.00	83.00	8,312,513	0.00	0
ING Bank Australia Limited	A+ to A-		0.00	Book	10.00	% of 100,625,134.43	10,062,513.44	0.00	100.00	10,062,513	0.00	0
Investec Bank Australia Limited	A+ to A-		0.00	Book	10.00	% of 100,625,134.43	10,062,513.44	0.00	100.00	10,062,513	0.00	0
Judo Bank	BBB+ to BBB-		3,500,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	35.00	65.00	6,562,513	0.00	0
Macquarie Bank Ltd	A+ to A-		3,000,000.00	Book	20.00	% of 100,625,134.43	20,125,026.89	15.00	85.00	17,125,027	0.00	0
ME Bank - a division of Bank of Queensland Ltd	A+ to A-	Bank of Queensland Ltd	9,000,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	89.00	11.00	1,062,513	0.00	0
Members Banking Group Limited t/as RACQ Bank	BBB+ to BBB-		0.00	Book	10.00	% of 100,625,134.43	10,062,513.44	0.00	100.00	10,062,513	0.00	0
MyState Bank Ltd	BBB+ to BBB-		3,000,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	30.00	70.00	7,062,513	0.00	0
National Australia Bank Ltd	AA+ to AA-		0.00	Book	30.00	% of 100,625,134.43	30,187,540.33	0.00	100.00	30,187,540	0.00	0
Newcastle Greater Mutual Group Ltd	BBB+ to BBB-		3,000,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	30.00	70.00	7,062,513	0.00	0
Northern Territory Treasury Corporation	AA+ to AA-		3,500,000.00	Book	30.00	% of 100,625,134.43	30,187,540.33	12.00	88.00	26,687,540	0.00	0

1 Issuer Trading Limits

Issuer	Issuer Rating Group (Long Term)	Issuer Parent	Already Traded (with Issuer Group) Face Value Notional	Limit For Book or Entity	Trading Limit	Trading Limit Type	Trading Limit Value	Trading Limit Used (%)	Trading Limit Available (%)	Trading Limit Available (Value)	Trading Limit Exceeded (%)	Trading Limit Exceeded (\$)
NSW Treasury Corporation	AA+ to AA-		0.00	Book	100.00	% of 100,625,134.43	100,625,134.43	0.00	100.00	100,625,134	0.00	0
P&N Bank Ltd	BBB+ to BBB-		0.00	Book	10.00	% of 100,625,134.43	10,062,513.44	0.00	100.00	10,062,513	0.00	0
Police Bank Ltd	BBB+ to BBB-		1,000,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	10.00	90.00	9,062,513	0.00	0
Police Credit Union	N/R		1,500,000.00	Book	5.00	% of 100,625,134.43	5,031,256.72	30.00	70.00	3,531,257	0.00	0
QPCU LTD t/a QBANK	BBB+ to BBB-		5,750,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	57.00	43.00	4,312,513	0.00	0
Rabobank Australia Ltd	A+ to A-		19,000,000.00	Book	20.00	% of 100,625,134.43	20,125,026.89	94.00	6.00	1,125,027	0.00	0
Rabobank Nederland Australia Branch	A+ to A-		0.00	Book	20.00	% of 100,625,134.43	20,125,026.89	0.00	100.00	20,125,027	0.00	0
Royal Bank of Scotland	A+ to A-		0.00	Book	5.00	% of 100,625,134.43	5,031,256.72	0.00	100.00	5,031,257	0.00	0
Rural Bank Ltd	A+ to A-	Bendigo & Adelaide Bank Ltd	0.00	Book	10.00	% of 100,625,134.43	10,062,513.44	0.00	100.00	10,062,513	0.00	0
Southern Cross CU	N/R		1,000,000.00	Book	5.00	% of 100,625,134.43	5,031,256.72	20.00	80.00	4,031,257	0.00	0
St George Bank Limited	AA+ to AA-	Westpac Banking Corporation Ltd	5,225,134.43	Book	30.00	% of 100,625,134.43	30,187,540.33	17.00	83.00	24,962,406	0.00	0
Suncorp Bank (Norfinia Ltd) - Subsidiary of ANZ	AA+ to AA-	ANZ Banking Group Ltd	0.00	Book	20.00	% of 100,625,134.43	20,125,026.89	0.00	100.00	20,125,027	0.00	0
UBS Australia Ltd	AA+ to AA-		5,650,000.00	Book	20.00	% of 100,625,134.43	20,125,026.89	28.00	72.00	14,475,027	0.00	0
Westpac Banking Corporation Ltd	AA+ to AA-		5,225,134.43	Book	30.00	% of 100,625,134.43	30,187,540.33	17.00	83.00	24,962,406	0.00	0
			128,300,537.72				759,719,764.95			631,419,216		0
			(Excluding Parent Group Duplicates)									
			100,625,134.43									

2 Security Rating Group Trading Limits

Security Rating Group	Already Traded Face Value Notional	Limit For Book or Trading Entity	Trading Limit	Trading Limit Type	Trading Limit Value	Trading Limit Used (%)	Trading Limit Available (%)	Trading Limit Available (Value)	Trading Limit Exceeded (%)	Trading Limit Exceeded (\$)
AAA	0.00	Book	100.00	% of 100,625,134.43	100,625,134.43	0.00	100.00	100,625,134	0.00	0
AA+ to AA-	0.00	Book	100.00	% of 100,625,134.43	100,625,134.43	0.00	100.00	100,625,134	0.00	0
A+ to A-	18,500,000.00	Book	70.00	% of 100,625,134.43	70,437,594.10	26.00	74.00	51,937,594	0.00	0
A1+	5,225,134.43	Book	100.00	% of 100,625,134.43	100,625,134.43	5.00	95.00	95,400,000	0.00	0
A1	15,150,000.00	Book	100.00	% of 100,625,134.43	100,625,134.43	15.00	85.00	85,475,134	0.00	0
A2	32,500,000.00	Book	70.00	% of 100,625,134.43	70,437,594.10	46.00	54.00	37,937,594	0.00	0
A3	1,000,000.00	Book	60.00	% of 100,625,134.43	60,375,080.66	2.00	98.00	59,375,081	0.00	0
BBB+ to BBB-	25,750,000.00	Book	60.00	% of 100,625,134.43	60,375,080.66	43.00	57.00	34,625,081	0.00	0
N/R	2,500,000.00	Book	10.00	% of 100,625,134.43	10,062,513.44	25.00	75.00	7,562,513	0.00	0
	100,625,134.43				674,188,400.68			573,563,265		0

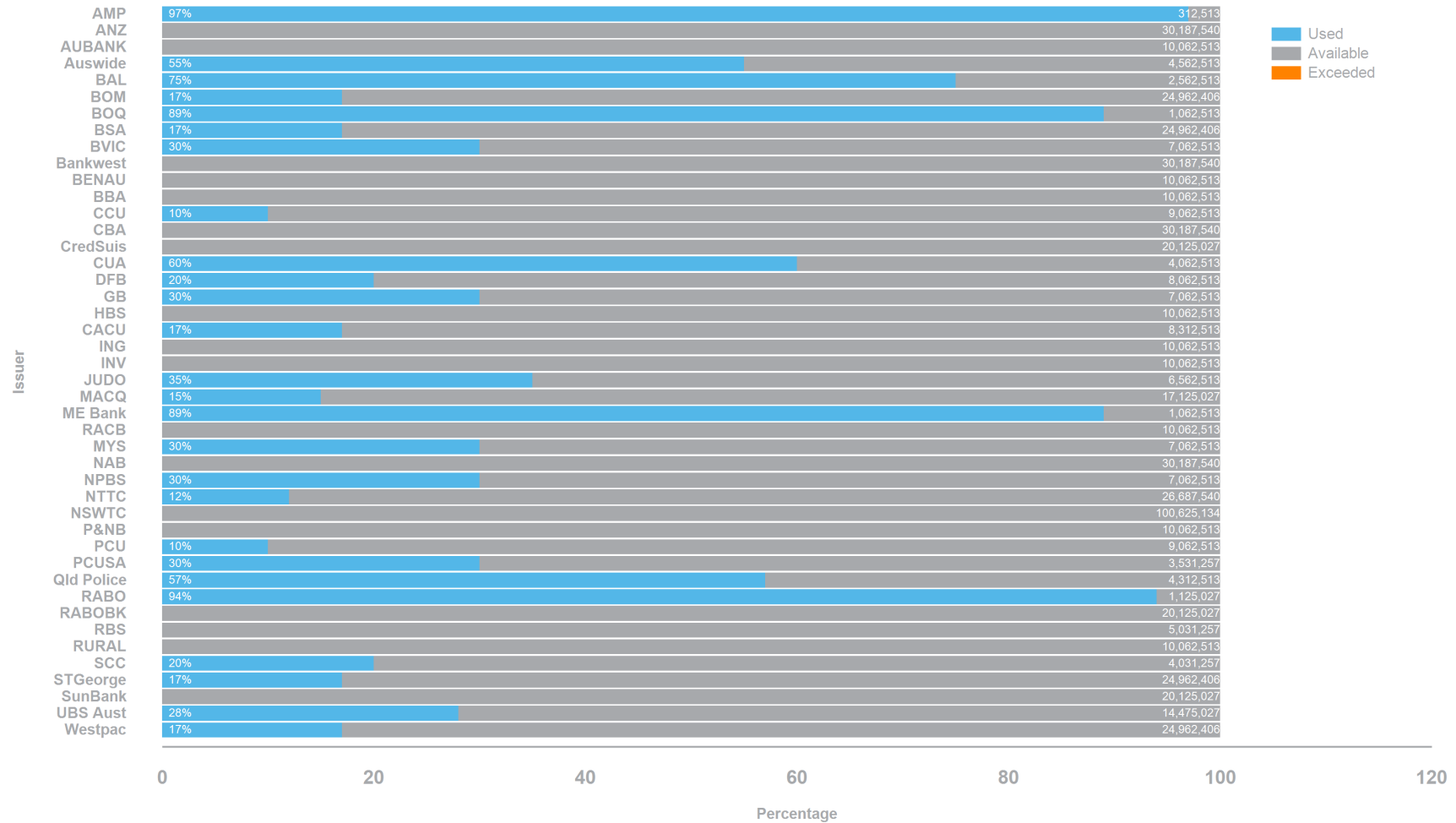
Notes

1. In instances where long securities have a term remaining which is less than 365 days, the issuer's short term rating is used instead of the security's (presumably long term) rating.

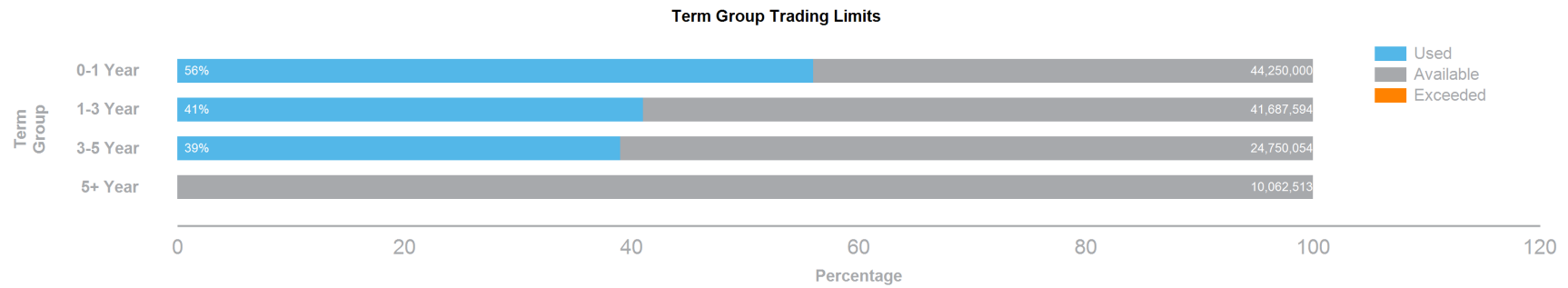
3 Term Group Trading Limits

Term Group	Already Traded Face Value Notional	Limit For Book or Trading Entity	Trading Limit	Trading Limit Type	Trading Limit Value	Trading Limit Used (%)	Trading Limit Available (%)	Trading Limit Available (Value)	Trading Limit Exceeded (%)	Trading Limit Exceeded (\$)
0-1 Year	56,375,134.43	Book	100.00	% of 100,625,134.43	100,625,134.43	56.00	44.00	44,250,000	0.00	0
1-3 Year	28,750,000.00	Book	70.00	% of 100,625,134.43	70,437,594.10	41.00	59.00	41,687,594	0.00	0
3-5 Year	15,500,000.00	Book	40.00	% of 100,625,134.43	40,250,053.77	39.00	61.00	24,750,054	0.00	0
5+ Year	0.00	Book	10.00	% of 100,625,134.43	10,062,513.44	0.00	100.00	10,062,513	0.00	0
	100,625,134.43				221,375,295.75			120,750,161		0

Issuer Trading Limits







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Report Code: TBSBP125EXT-00.16
Report Description: Trading Limit Performance As At Date
Parameters:
As At/Scenario Date: 31 March 2025
Balance Date: 31 March 2025
Trading Entity: Muswellbrook Shire Council
Trading Book: Muswellbrook Shire Council
Report Mode: BalOnly
Using Face Value
Trading Entity and Book Limits
Effects of Parent/Child Issuers Not Ignored

**10.2.14. Monthly Financial Report - March 2025**

Responsible Officer: General Manager

Author: Finance Business Partner

Community Strategic Plan: 6 - *Community Leadership*

Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community.

Delivery Program Goal: 6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.

Operational Plan Action: 6.2.1.1 - Provide transparent reporting to the community about Council's finances.

Attachments: 1. Monthly Report - March 2025 [**10.2.14.1** - 10 pages]

PURPOSE

To provide an overview of the monthly financial performance of Council's General, Water, Sewer, and Future Funds, and to identify and explain any material variances against Council's approved budget for the month ending 31 March 2025.

OFFICER'S RECOMMENDATION

Council notes the Financial Reports for the month ending 31 March 2025.

Moved: _____ **Seconded:** _____

REPORT

Please refer to the attachment for March 2025 details of:

- Monthly & Year-to-Date operating performance by Fund;
- Capital Project Spend; and
- Outstanding Debtor Balances.

Overview

The preparation of the 2025-2026 Budget is almost complete. The March quarterly budget review is progressing. The long-term financial plan is also nearing completion. The rates and charges are budgeted and levied in the month of July for the whole year. Presently, revenue shows variance against budget, which is expected to be received later in the year.



Material Exceptions:

General Fund

Revenue:

- Total revenue is \$45.90M against the March budget of \$50.24M, resulting in a negative variance of \$4.35M.
 - Rates and Charges are budgeted and recognised in July.
 - User Charges and Fees overall are in positive variance. However, Transport for NSW ordered works program is having negative variance due to timings, which is expected to be received later in the financial year.
 - Operating grants: 85% of Financial Assistance Grant was received in advance and was transferred to the reserve.
 - VPA funding is expected to be received later in the year.
 - Internal Revenue: YTD unfavourable variance is related to transfers from reserves, which will occur later in the year.

Expenses:

- Overall costs are 63% against annual budgets, having a favourable variance of \$7.24M, with the major contribution from materials (principally, Roads & Drainage, Property & Building, and Waste Management).
- The positive variance includes savings from legal costs (\$525k).
- The variance under the above includes \$255K from Transport for NSW ordered works. Works are scheduled for later in the year.

Water Fund

- Overall water revenue shows an unfavourable variance against budget of \$0.61M.
- Water User Charges and Fees revenue show an unfavourable variance of \$0.88M after the second billing cycle in Jan 25. The shortfall is expected to be recovered in the final billing cycle. The full-year result will be known after the May 2025 billing cycle (third and final water billing cycle for the financial year).
- Expenses show a favourable variance of \$24K due to the timing in the receipt of utility invoices and savings in labour cost.
- Materials and contracts have negative variance due to chemical and lime sludge removal costs. This is being reviewed in the March budget review.

Sewer Fund

- Overall, Sewer Costs show a favourable variance against budget of \$1.80M.
- The sewer costs positive variance includes from utilities bill (\$216k) due to difference in timings. Materials and contracts are having favourable variance due to YTD savings in sewer treatment costs.
- Revenue is short against budget, with a negative variance in rates and charges, user fees and charges. This is expected to be covered by non-residential sewer charges throughout the remainder of the year.



Future Fund

Revenue:

- Overall revenue is in line with budget, having favourable variance of \$0.35M.

Expenses:

- Overall expenses show an unfavourable variance of \$0.27M. This is due to a combination of timing and increases due to loan refinancing.

Capital Projects

- YTD Capital Spend is \$16.47M, which equates to 28% of the total updated Capital Budget, including carryovers.

Muswellbrook Shire Council

Financial Report - March 2025



Council Consolidated								
Account Group	YTD Actuals	YTD Budget	YTD Var	YTD % Spend vs Budget	Full-Year Original Budget	December Review Budget	YTD as % of FY Budget	Variance Commentary (By material exception)
Revenue	YTD				Full Year			
Rates and Charges	\$36,359,821	\$36,423,336	(\$63,515)	0%	\$35,993,634	\$36,423,336	100%	* Rates and charges budgets are allocated and levied in July. Revenue is showing an unfavourable variance against budget. This is due to outstanding ordered works for Transport for NSW for the period (\$244k), Water usage charges(\$882k), and 85% of Financial Assistance Grant (FAG) has been received in the 2024 in advance. These monies were transferred to the FAG Reserve.
User Charges and Fees	\$16,071,657	\$15,914,055	\$157,602	1%	\$21,294,328	\$21,227,231	76%	
Interest and Investments Revenues	\$2,577,919	\$2,631,349	(\$53,430)	-2%	\$3,509,869	\$3,509,869	73.45%	
Other Revenues	\$249,662	\$269,371	(\$19,709)	-7%	\$299,668	\$359,305	69%	
Operating Grants and Contributions	\$4,343,286	\$7,719,743	(\$3,376,457)	-44%	\$9,465,797	\$10,297,109	42%	
Internal Revenue	\$5,073,231	\$6,348,085	(\$1,274,854)	-20%	\$8,025,590	\$8,467,501	60%	See individual funds for commentary specific to that fund
Total Revenue	\$64,675,576	\$69,305,939	(\$4,630,363)	-7%	\$78,588,886	\$80,284,351	81%	
Expenses								
Wages and Salaries	\$12,695,524	\$13,842,797	\$1,147,273	8%	\$18,002,105	\$18,464,449	69%	Overall costs have a favourable variance against the annual budget after the December Quarterly Budget Review. There is a favourable variance in Wages and Salaries due to staff vacancies. Materials and Contracts is showing favourable variance due to delays for Transport for NSW ordered works and some other projects. In addition, the DECC levy is yet to be received.
Materials and Contracts	\$16,314,151	\$20,812,983	\$4,498,832	22%	\$26,438,356	\$27,761,748	59%	
Other Costs	\$4,430,343	\$5,817,121	\$1,386,778	24%	\$7,478,047	\$7,359,632	60%	
Borrowing Costs	\$1,715,450	\$1,950,309	\$234,860	12%	\$2,674,278	\$2,601,453	66%	
Overheads	\$3,579,998	\$4,437,135	\$857,137	19%	\$5,918,547	\$5,918,547	60%	
Depreciation	\$11,520,617	\$12,184,228	\$663,611	5%	\$16,252,138	\$16,252,138	71%	See individual funds for commentary specific to that fund
Total Expenses	\$50,256,083	\$59,044,573	\$8,788,490	15%	\$76,763,471	\$78,357,967	64%	
Result	\$14,419,493	\$10,261,366	\$4,158,127		\$1,825,415	\$1,926,384		

Muswellbrook Shire Council

Financial Report - March 2025



General Fund								
Account Group	YTD Actuals	YTD Budget	YTD Var	YTD % Spend vs Budget	Full-Year Original Budget	December Review Budget	YTD as % of FY Budget	Variance Commentary (By material exception)
Revenue	YTD				Full Year			
Rates and Charges	\$27,216,210	\$27,115,706	\$100,504	0%	\$26,686,004	\$27,115,706	100%	*Rates and charges budgets are allocated and levied in July.
User Charges and Fees	\$7,171,622	\$6,458,013	\$713,609	11%	\$8,598,475	\$8,614,129	83.25%	*Overall revenue is short of YTD budgets by 9%. User Charges and Fees: overall in positive variance, however shortfall in budget for Transport NSW works program(\$288k); expected to be received later; \$1.18M received in March 2025. Operating Grants & Contributions: 85% of FAG monies were received in advance and has been transferred to the Reserve; VPA funds are expected to be received later in the year. Internal Revenue: YTD unfavourable variance is related to transfers from reserves, which will occur later in the year.
Interest and Investments Revenues	\$1,920,140	\$1,921,255	(\$1,115)	0%	\$2,562,699	\$2,562,699	75%	
Other Revenues	\$249,058	\$268,170	(\$19,112)	-7%	\$296,026	\$357,703	70%	
Operating Grants and Contributions	\$4,260,369	\$7,662,183	(\$3,401,814)	-44%	\$9,597,109	\$10,220,332	42%	
Internal Revenue	\$5,073,231	\$6,813,398	(\$1,740,167)	-26%	\$8,438,166	\$9,088,166	56%	
Total Revenue	\$45,890,630	\$50,238,725	(\$4,348,095)	-9%	\$56,178,479	\$57,958,735	79%	
Expenses								
Wages and Salaries	\$11,029,904	\$11,831,912	\$802,008	7%	\$15,319,851	\$15,782,195	69.89%	Overall costs have a favourable variance of 17% against annual budgets. Materials & contracts : Grants funds not yet spent - Denman Children's Centre(\$868k) & Regional Emergency Repair(\$855k). Other costs : Legal costs (\$ 525k), Utility bills yet to be received (\$140k).
Materials and Contracts	\$12,593,508	\$16,866,275	\$4,272,767	25%	\$21,143,497	\$22,497,366	56%	
Other Costs	\$3,115,659	\$4,036,121	\$920,462	23%	\$5,167,345	\$5,106,198	61.02%	
Borrowing Costs	\$234,677	\$575,558	\$340,882	59%	\$762,266	\$767,718	31%	
Overheads	\$1,673,334	\$1,725,057	\$51,723	3%	\$2,300,997	\$2,300,997	73%	
Depreciation	\$7,755,814	\$8,609,947	\$854,133	10%	\$11,484,523	\$11,484,523	68%	
Total Expenses	\$36,402,896	\$43,644,871	\$7,241,975	17%	\$56,178,479	\$57,938,997	63%	
Result	\$9,487,734	\$6,593,854	\$2,893,880		\$0	\$19,738		

Muswellbrook Shire Council

Financial Report - March 2025



Water Fund								
Account Group	YTD Actuals	YTD Budget	YTD Var	YTD % Spend vs Budget	Full-Year Original Budget	December Review Budget	YTD as % of FY Budget	Variance Commentary (By material exception)
Revenue	YTD				Full Year			
Rates and Charges	\$2,378,957	\$2,379,111	(\$154)	0%	\$2,379,111	\$2,379,111	100%	
User Charges and Fees	\$3,197,064	\$4,078,440	(\$881,376)	-22%	\$5,440,096	\$5,440,096	59%	*Rates and Charges budgets are allocated and levied in July.
Interest and Investments Revenues	\$422,179	\$477,897	(\$55,718)	-12%	\$637,451	\$637,451	66%	*Water User Charges and Fees revenue show an unfavourable variance, due to water billing cycles. The second water account has been raised in Jan 25. The shortfall is expected to be recovered in May 25 billing cycle.
Other Revenues	\$0	\$0	\$0	0%	\$0	\$0	0%	
Operating Grants and Contributions	\$43,843	\$28,696	\$15,147	53%	\$38,277	\$38,277	115%	
Internal Revenue	\$0	(\$309,308)	\$309,308	-100%	(\$412,576)	(\$412,576)	0%	
Total Revenue	\$6,042,043	\$6,654,836	(\$612,793)	-9%	\$8,082,359	\$8,082,359	75%	
Expenses								
Wages and Salaries	\$1,020,601	\$1,094,665	\$74,064	7%	\$1,460,138	\$1,460,138	70%	
Materials and Contracts	\$2,080,313	\$1,843,142	(\$237,171)	-13%	\$2,458,506	\$2,458,506	85%	* Overall, costs are in line with annual budgets. Materials & Contracts : negative variance due to chemical costs and lime sludge removal. Other costs : Utilities (\$142k) positive variance due to timing difference in billing.
Other Costs	\$231,855	\$420,858	\$189,003	45%	\$541,556	\$541,556	43%	
Borrowing Costs	\$0	\$0	\$0	0%	\$0	\$0	0%	
Overheads	\$905,736	\$905,374	(\$362)	0%	\$1,207,649	\$1,207,649	75%	
Depreciation	\$1,638,324	\$1,636,572	(\$1,752)	0%	\$2,182,969	\$2,182,969	75%	
Total Expenses	\$5,876,829	\$5,900,612	\$23,783	0%	\$7,850,818	\$7,850,818	75%	
Result	\$165,214	\$754,224	(\$589,010)		\$231,541	\$231,541		

Muswellbrook Shire Council

Financial Report - March 2025



Sewer Fund								
Account Group	YTD Actuals	YTD Budget	YTD Var	YTD % Spend vs Budget	Full-Year Original Budget	December Review Budget	YTD as % of FY Budget	Variance Commentary (By material exception)
Revenue	YTD				Full Year			
Rates and Charges	\$6,764,654	\$6,928,519	(\$163,865)	-2%	\$6,928,519	\$6,928,519	98%	*Rates and charges budgets are levied in July. Non-residential water and sewer charges are received throughout the year.
User Charges and Fees	\$328,487	\$348,984	(\$20,497)	-6%	\$465,498	\$465,498	71%	
Interest and Investments Revenues	\$235,600	\$232,196	\$3,404	1%	\$309,719	\$309,719	76%	
Other Revenues	\$0	\$0	\$0	0%	\$0	\$0	0%	
Operating Grants and Contributions	\$39,074	\$28,863	\$10,211	35%	(\$169,589)	\$38,500	101%	
Internal Revenue	\$0	(\$156,004)	\$156,004	-100%	\$0	(\$208,089)	0%	
Total Revenue	\$7,367,815	\$7,382,558	(\$14,743)	0%	\$7,534,147	\$7,534,147	98%	
Expenses								
Wages and Salaries	\$533,587	\$716,356	\$182,769	26%	\$955,523	\$955,523	56%	* Overall, costs show a favourable variance of 32% against annual budgets. Other costs : Utilities (\$216k) positive variance due to timing difference in billing. Materials & contracts : positive variance due to sewer treatment costs (\$129k) and denman sewer treatment (\$170k)
Materials and Contracts	\$771,662	\$1,195,014	\$423,352	35%	\$1,596,924	\$1,593,989	48%	
Other Costs	\$411,755	\$637,192	\$225,437	35%	\$817,889	\$817,889	50%	
Borrowing Costs	\$442,613	\$442,344	(\$269)	0%	\$587,093	\$590,028	75%	
Overheads	\$72,350	\$878,495	\$806,145	92%	\$1,171,795	\$1,171,795	6%	
Depreciation	\$1,636,539	\$1,795,266	\$158,727	9%	\$2,394,646	\$2,394,646	68%	
Total Expenses	\$3,868,506	\$5,664,666	\$1,796,160	32%	\$7,523,870	\$7,523,870	51%	
Result	\$3,499,309	\$1,717,893	\$1,781,416		\$10,277	\$10,277		

Muswellbrook Shire Council

Financial Report - March 2025



Future Fund								
Account Group	YTD Actuals	YTD Budget	YTD Var	YTD % Spend vs Budget	Full-Year Original Budget	December Review Budget	YTD as % of FY Budget	Variance Commentary (By material exception)
Revenue	YTD				Full Year			
Rates and Charges	\$0	\$0	\$0	0%	\$0	\$0	0%	
User Charges and Fees	\$5,374,484	\$5,028,619	\$345,865	7%	\$6,790,259	\$6,707,508	80%	
Interest and Investments Revenues	\$0	\$0	\$0	0%	\$0	\$0	0%	
Other Revenues	\$604	\$1,201	(\$597)	-50%	\$3,642	\$1,602	38%	* Overall revenue is in line with the budgets.
Operating Grants and Contributions	\$0	\$0	\$0	0%	\$0	\$0	0%	
Internal Revenue	\$0	\$0	\$0	0%	\$0	\$0	0%	
Total Revenue	\$5,375,088	\$5,029,820	\$345,268	7%	\$6,793,901	\$6,709,110	80%	
Expenses								
Wages and Salaries	\$111,432	\$199,865	\$88,433	44%	\$266,593	\$266,593	42%	
Materials and Contracts	\$868,668	\$908,552	\$39,884	4%	\$1,239,429	\$1,211,887	72%	
Other Costs	\$671,074	\$722,950	\$51,876	7%	\$951,257	\$893,989	75%	* Overall, costs show a slight unfavourable variance of 7 % against the budgets. Borrowing costs have increased due to loan refinancing this financial year.
Borrowing Costs	\$1,038,160	\$932,407	(\$105,753)	-11%	\$1,324,919	\$1,243,707	83%	
Overheads	\$928,578	\$928,208	(\$370)	0%	\$1,238,106	\$1,238,106	75%	
Depreciation	\$489,940	\$142,443	(\$347,497)	-244%	\$190,000	\$190,000	258%	
Total Expenses	\$4,107,852	\$3,834,425	(\$273,427)	-7%	\$5,210,304	\$5,044,282	81%	
Result	\$1,267,236	\$1,195,395	\$71,841		\$1,583,597	\$1,664,828		

Muswellbrook Shire Council

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Capital Costs (Incl. Loan Repayments & excl. Revenue)



	YTD Actuals	Carry Overs	Total Budget	September Review Budget	Dec Review Change	December Review Budget	Mar Review Budget	June Review Budget	YTD % Spend	Over Budget	Comments
General Fund Projects											
Planning, Community and Corporate Services Projects											
Adventure Playground - Wollombi Road	27,266	21,200	21,200	24,000	-	24,000	24,000	24,000	129%	(3,266)	To be reviewed and adjusted in the March QBR
Aquatic Centres Programme	149,408	89,953	409,953	409,953	-	409,953	409,953	409,953	36%		
Art Acquisitions	8,039	-	70,000	70,000	-	70,000	70,000	70,000	11%		
Art Centre Offsite Storage	-	-	821,893	821,893	-	821,893	821,893	821,893	0%		
Buildings New and Replacement	134,723	1,523,248	2,023,248	1,773,248	-	1,773,248	1,773,248	1,773,248	7%		
Bushfire Assets	-	-	-	-	-	-	-	-	0%		
Capital Works Contingency	54,833	-	130,000	130,000	-	130,000	130,000	130,000	42%		
CBD Stage 7 (Town Centre)	-	-	-	-	-	-	-	-	0%		
Civic Precinct (Town Square)	(424,090)	1,705,062	2,885,362	2,885,362	-	2,885,362	2,885,362	2,885,362	-15%		
Corporate Services General Programme	-	-	-	-	-	-	-	-	0%		
COVID 19	70,701	-	142,749	142,749	-	142,749	142,749	142,749	50%		
Denman Childrens Centre - Expansion (Contribution)	-	-	-	-	-	-	-	-	0%		
Denman Heritage Shed	-	-	-	-	-	-	-	-	0%		
Denman Netball Courts	-	-	280,173	-	-	-	-	-	0%		
Denman Tourist Park	47,998	-	546,766	546,766	-	546,766	546,766	546,766	9%		
Demolish Existing Amenity Building - Bowman Park	168,806	-	-	-	-	-	-	-	0%		
Future Fund Contribution	-	-	775,000	775,000	-	775,000	775,000	775,000	0%		
General Design Program	-	45,513	95,513	95,513	-	95,513	95,513	95,513	0%		
Hunter Beach	-	10,161	10,161	10,161	-	10,161	10,161	10,161	0%		
Information Technology Strategy	180,630	-	200,000	200,000	-	200,000	200,000	200,000	90%		
Karoola Park Citizens Walk Pathway	-	9,004	9,004	9,004	-	9,004	9,004	9,004	0%		
Karoola Park-Community Assets Program (CAP)	778,387	-	-	1,569,375	-	1,569,375	1,569,375	1,569,375	0%		
Library Books General Capital Purchases (General)	39,666	18,403	108,403	108,403	-	108,403	108,403	108,403	37%		
Library Subsidy Projects	40,396	106,668	106,668	106,668	36,215	142,883	142,883	142,883	38%		
Local Priority Grant	14,791	61,943	72,943	72,943	19,690	92,633	92,633	92,633	20%		
Loan - Staff Housing	30,009	-	40,013	40,013	-	40,013	40,013	40,013	75%		
Loan - 140 Bridge Street	2,669	-	5,414	5,414	-	5,414	5,414	5,414	49%		
Loan - 88 Bridge Street	26,727	-	54,210	54,210	-	54,210	54,210	54,210	49%		
Loan - Campbells Corner	111,022	-	225,180	225,180	-	225,180	225,180	225,180	49%		
Loan - Donald Horne	112,763	-	229,044	229,044	-	229,044	229,044	229,044	49%		
Major Landcare Projects	56,418	-	75,000	75,000	-	75,000	75,000	75,000	75%		
Muscle Creek Catchment Strategy	340	82,081	82,081	82,081	-	82,081	82,081	82,081	0%		
Muscle Creek Emergency Stabilisation	-	-	250,000	250,000	-	250,000	250,000	250,000	0%		
Purchase Paxton Street Denman	-	-	-	-	-	-	-	-	0%		
Mbk and Dnm Indoor Sports Centre Upgrades	-	-	-	-	-	-	-	-	0%		
MSC Depot	-	-	-	-	-	-	-	-	0%		
Olympic Park Project	143,988	459,362	5,064,705	5,064,705	-	5,064,705	5,064,705	5,064,705	3%		
Performance and Convention Centre	18,964	502,747	3,102,747	3,102,747	-	3,102,747	3,102,747	3,102,747	1%		
Public Art Sculpture	-	-	-	-	-	-	-	-	0%		
Purchase of Land - Companion Animal Impounding Facili	36,499	-	150,000	150,000	-	150,000	150,000	150,000	24%		
Recreation Capital Works	933,940	891,888	1,264,088	1,264,088	-	1,264,088	1,264,088	1,264,088	74%		
Resources for Regions 9 - Denman Rec Area	1,436,394	1,832,546	1,832,546	2,446,063	-	2,446,063	2,446,063	2,446,063	78%		
Resources for Regions 9 - Depot	126,119	313,714	4,513,714	4,513,714	-	4,513,714	4,513,714	4,513,714	3%		
Resources for Regions 9 - Campbells Corner	41,900	167,521	867,521	867,521	-	867,521	867,521	867,521	5%		
STEM Equipment Replacement	-	140,324	250,324	250,324	-	250,324	250,324	250,324	0%		
Simpson Park	2,232	-	403,871	403,871	-	403,871	403,871	403,871	1%		
Waste Flip Screen	-	102,960	102,960	102,960	-	102,960	102,960	102,960	0%		
Sport and Rereation Small Capital Grants Program	-	-	-	-	-	-	-	-	0%		
Total Planning, Community and Corporate Services	4,371,538	8,084,298	27,225,254	28,877,973	55,905	28,933,878	28,933,878	28,933,878	16%	(3,266)	Variance due to Adventure Playground - Wollombi Rd to be reviewed and adjusted in the March QBR

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Capital Costs (Incl. Loan Repayments & excl. Revenue)



	YTD Actuals	Carry Overs	Total Budget	September Review Budget	Dec Review Change	December Review Budget	Mar Review Budget	June Review Budget	YTD % Spend	Over Budget	Comments
Roads and Drainage Projects											
Bridge St Footpath	52,400	-	69,926	69,926	-	69,926	69,926	69,926	75%		
Bridges Renewal Programme	5,300	92,496	342,496	342,496	-	342,496	342,496	342,496	2%		
Carpark Renewal Programme	-	-	100,000	100,000	-	100,000	100,000	100,000	0%		
CPTIGS - Bus Shelter	-	198,916	198,916	198,916	-	198,916	198,916	198,916	0%		
Drainage	-	-	-	-	-	-	-	-	0%		
Drainage Devices Programme	33,981	-	500,000	500,000	-	500,000	500,000	500,000	7%		
Dry Creek Road-Replacement of Road Causeway	612,892	-	-	705,157	-	705,157	705,157	705,157	0%		
Flood Warning Systems	100,670	147,856	147,856	147,856	-	147,856	147,856	147,856	68%		
FOGO - Design and EIS	-	-	-	-	-	-	-	-	0%		
Footpath and Cycleway Renewal Programme	182,313	-	200,000	200,000	-	200,000	200,000	200,000	91%		
Heavy Patching Programme	337,254	-	750,000	716,944	-	716,944	716,944	716,944	45%		
Hunter Beach to CBD Pathway	-	-	600,000	600,000	-	600,000	600,000	600,000	0%		
Kamilaroi, Cassidy, Thompson Shared Path	28,000	-	-	100,625	-	100,625	100,625	100,625	0%		
Palace Street Rehabilitation	921,799	-	-	1,510,954	-	1,510,954	1,510,954	1,510,954	0%		
Resilience Works Karoola Park	12,640	443,014	443,014	443,014	-	443,014	443,014	443,014	3%		
Kerb and Gutter Replacement Programme	181,196	-	535,000	535,000	-	535,000	535,000	535,000	34%		
Kirk and Peberdy Bridges	-	-	-	-	-	-	-	-	0%		
Large Plant Items	345,002	1,223,878	1,923,878	1,923,878	-	1,923,878	1,923,878	1,923,878	18%		
Leachate Dam	-	25,795	475,795	475,795	-	475,795	475,795	475,795	0%		
LISF - Roads Infrastructure Backlog	-	-	-	-	-	-	-	-	0%		
ARGN 960 Natural Disaster Event - Baerami Creek Cau	-	672,039	672,039	672,039	-	672,039	672,039	672,039	0%		
New Footpath and Cycleway Programme	310	-	145,000	145,000	-	145,000	145,000	145,000	0%		
Purchase of Vehicles	401,902	207,993	607,993	607,993	-	607,993	607,993	607,993	66%		
Rainbow Creek Bridge	7,128	274,687	374,687	666,113	-	666,113	666,113	666,113	2%		
Regional Road Renewal Programme	-	-	69,000	69,000	-	69,000	69,000	69,000	0%		
Resources for Regions - Round 5	-	-	-	-	-	-	-	-	0%		
Resources for Regions- Round 7	729,264	828,733	828,733	828,733	-	828,733	828,733	828,733	88%		
Resources for Regions 9	1,277,116	1,687,822	1,687,822	1,687,822	-	1,687,822	1,687,822	1,687,822	76%		
Road Resealing Programme	947,953	-	1,000,000	1,000,000	-	1,000,000	1,000,000	1,000,000	95%		
Roads Capital Contingency	-	-	150,000	150,000	-	150,000	150,000	150,000	0%		
Roads to Recovery Program	-	577,898	1,155,796	751,270	-	751,270	751,270	751,270	0%		
Rosebrook Bridge	-	-	-	-	-	-	-	-	0%		
Rural Road Regravelling Programme	114,989	-	250,000	250,000	-	250,000	250,000	250,000	46%		
Rural Road Renewal Programme	361,146	264,886	764,886	764,886	-	764,886	764,886	764,886	47%		
Safety Device Renewal Programme	-	-	-	-	-	-	-	-	0%		
Stormwater Drainage (new)	-	-	150,000	150,000	-	150,000	150,000	150,000	0%		
Transport Vehicles	156,788	160,000	360,000	360,000	-	360,000	360,000	360,000	44%		
Urban Road Renewal Programme	553,511	355,132	755,132	755,132	-	755,132	755,132	755,132	73%		
Victoria Street Rehab	-	-	-	-	-	-	-	-	0%		
Widden Creek Stabilisation Works	-	144,880	144,880	144,880	-	144,880	144,880	144,880	0%		
Widden Bridge/Traffic Singals/Kenilworth St	-	-	90,250	90,250	-	90,250	90,250	90,250	0%		
Wilkinson Bridge	84,309	-	112,617	112,617	-	112,617	112,617	112,617	75%		
Yarraman Road Upgrade	5,277	71,882	71,882	71,882	-	71,882	71,882	71,882	7%		
Footpath - Turtle St Denman	-	-	-	-	-	-	-	-	0%		
Total Roads and Drainage	7,453,140	7,377,907	15,677,598	17,848,178	-	17,848,178	17,848,178	17,848,178	48%	-	
Total General Fund	11,824,678	15,462,205	42,902,852	46,726,151	55,905	46,782,056	46,782,056	46,782,056	28%	(3,266)	

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Capital Costs (Incl. Loan Repayments & excl. Revenue)



	YTD Actuals	Carry Overs	Total Budget	September Review Budget	Dec Review Change	December Review Budget	Mar Review Budget	June Review Budget	YTD % Spend	Over Budget	Comments
Future Fund Projects											
Donald Horne Building	-	-	-	-	-	-	-	-	0%		
Brook Street Plaza	56,375	-	74,993	74,993	-	74,993	74,993	74,993	75%		
Town Education Campus	37,496	-	49,995	49,995	-	49,995	49,995	49,995	75%		
Seven Hills	220,278	-	446,776	446,776	-	446,776	446,776	446,776	49%		
Marketplace	1,581,868	-	1,056,040	1,056,040	-	1,056,040	1,056,040	1,056,040	150%	(525,828)	Loan to be reviewed and adjusted in the March QBR
Renewal of Existing Assets/New Acquisitions	319,372	264,618	665,412	665,412	-	665,412	665,412	665,412	48%		
Throsby ACT	389,999	-	520,000	520,000	-	520,000	520,000	520,000	75%		
Upgrade of Loxton House	118,124	-	-	-	-	-	-	-	0%	(118,124)	Capital project will be addressed in the March QBR as projects were split for the Civic Precinct
Total Future Fund	2,723,512	264,618	2,813,216	2,813,216	-	2,813,216	2,813,216	2,813,216	97%	(643,952)	
Sewer Fund											
Access & Security Improvements RWTW	14,600	-	150,000	150,000	50,000	200,000	200,000	200,000	10%		
Mains Renewal and Replacement	7,206	-	200,000	200,000	(50,000)	150,000	150,000	150,000	4%		
Operations Contingency Project	14,316	-	50,000	50,000	-	50,000	50,000	50,000	29%		
Sewer Plant and Equipment	-	80,000	180,000	180,000	-	180,000	180,000	180,000	0%		
Solar Array	535,949	699,622	699,622	699,622	-	699,622	699,622	699,622	77%		
System Plant Asset Renewals	30,286	108,017	528,017	528,017	-	528,017	528,017	528,017	6%		
Transportation System Improvement	143,291	95,964	595,964	595,964	-	595,964	595,964	595,964	24%		
Loan - Sewer RWTW	532,173	-	712,698	712,698	-	712,698	712,698	712,698	75%		
Upgrade Sewer Pump Station 1	-	87,094	1,987,094	1,987,094	-	1,987,094	1,987,094	1,987,094	0%		
CCTV Inspection on of Mains	-	-	-	-	-	-	-	-	0%		
Skellatar Main	51,518	-	104,299	104,299	-	104,299	104,299	104,299	49%		
Total Sewer Fund	1,329,057	1,070,697	5,207,694	5,207,694	-	5,207,694	5,207,694	5,207,694	26%	-	

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Capital Costs (Incl. Loan Repayments & excl. Revenue)



	YTD Actuals	Carry Overs	Total Budget	September Review Budget	Dec Review Change	December Review Budget	Mar Review Budget	June Review Budget	YTD % Spend	Over Budget	Comments
Water Fund											
Asbestos, Earthworks, Security	12,262	-	150,000	150,000	-	150,000	150,000	150,000	8%		
Laboratory Equipment	15,496	-	20,000	20,000	-	20,000	20,000	20,000	77%		
BP0154 Betterment Denman	63,147	-	-	-	-	-	445,200	445,200	0%		
BP0156 Betterment Muswellbrook	53,090	-	-	-	-	-	262,122	262,122	0%		
Mains Renewal and Replacement (inc Carryover)	181,257	390,285	890,285	890,285	(150,000)	740,285	740,285	740,285	20%		
Office Upgrade	-	-	-	-	-	-	-	-	0%		
Operations Contingency Project	-	-	50,000	50,000	-	50,000	50,000	50,000	0%		
Replacement of Water Meters Programme	41,606	-	65,000	65,000	-	65,000	65,000	65,000	64%		
GLE Pipeline	20,016	1,362,625	18,362,625	1,362,625	-	1,362,625	1,362,625	1,362,625	0%		
South Muswellbrook Reservoir	-	-	-	-	-	-	-	-	0%		
System Plant Asset Renewals	159,098	331,398	881,398	881,398	-	881,398	881,398	881,398	18%		
Upgrade Fluoride Dosing System WTP	5,284	150,598	150,598	150,598	-	150,598	150,598	150,598	4%		
Vehicle-Equipment Replacement	32,208	65,000	165,000	165,000	150,000	315,000	315,000	315,000	20%		
Water Stop Valve Replacement	11,703	-	200,000	200,000	-	200,000	200,000	200,000	6%		
Total Water Fund	595,167	2,299,906	20,934,906	3,934,906	-	3,934,906	4,642,228	4,642,228	3%	-	
Consolidated Total	16,472,414	19,097,426	71,858,668	58,681,967	55,905	58,737,872	59,445,194	59,445,194	28%	(647,218)	Variance due to Marketplace loan, to be reviewed and adjusted in the QBR

Debtor Balances as at 31 March 2025

Account	120 days	90 days	60 days	30 days	Current	Balance
Waste Depot Charges	\$29,792	\$29,497	\$42,802	\$162,518	\$293,157	\$557,765
Inspection Fees	\$17,867	\$0	\$0	(\$100)	\$0	\$17,767
Sam Adams College Rent	\$0	\$9,045	\$0	\$0	\$0	\$9,045
Council Properties - Future Fund *	\$109,295	\$48,562	\$6,997	\$41,191	\$44,199	\$250,244
Council Properties - Marketplace *	\$117,785	\$22,430	\$179,365	\$16,256	\$79,743	\$415,580
Council Properties - Education Fund	\$0	\$4,811	\$0	\$0	\$7,101	\$11,912
Recreation	(\$797)	\$1,617	\$59	\$171	\$7,293	\$8,344
Sundries**	\$461,026	(\$3,243)	\$26,499	\$2,430,433	\$695,175	\$3,609,890
Water Tanker Sales	\$2,364	\$0	\$0	\$791	\$14,601	\$17,756
Trade Waste Charges	\$342	\$0	\$0	\$0	\$0	\$342
Muswellbrook Sewer	\$8,473	\$0	\$0	\$0	\$37,655	\$46,129
GST Tax Debtor	\$0	(\$160,158)	\$0	(\$132,049)	(\$176,696)	(\$468,903)
TOTAL	\$746,147	(\$47,439)	\$255,722	\$2,519,212	\$1,002,228	\$4,475,868

* Balances include rent deferrals due to COVID, and other commercial receivables currently with debt recovery/legal services.



10.3. Infrastructure and Property

10.3.1. Optus Tower

Responsible Officer:	General Manager
Author:	Co-Ordinator - Commercial Property
Community Strategic Plan:	5 - <i>Community Infrastructure</i> Effective and efficient infrastructure that is appropriate to the needs of our community
Delivery Program Goal:	5.1.3 - Facilitate investment in high quality community infrastructure necessary to a Regional Centre.
Operational Plan Action:	5.1.1.1 - Continually improve development outcomes for infrastructure to meet the needs of the community.
Attachments:	<ol style="list-style-type: none"> 1. Objection to Leasing of Karoola park - Indara - 0250302 Redacted [10.3.1.1 - 1 page] 2. Karoola Park Lease - Notification Letter - Telecommunication Tower 20250206 (004) [10.3.1.2 - 2 pages] 3. Indara Corporation - Website Notice - Proposed lease on Community Land - Published 20250207 [10.3.1.3 - 2 pages] 4. Annexure A 240225 18612124 1 (1) [10.3.1.4 - 21 pages]

PURPOSE

To request endorsement from Council to proceed with the 5-year lease on Community Land.

OFFICER'S RECOMMENDATION

Council:

1. Duly considers the submission received in response to the lease proposal notification.
2. Resolves to enter into the lease on the terms generally consistent with the draft lease attached to this report.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

It is proposed Council, as the Lessor, enters into a 5-year lease with Indara Corporation Pty Ltd, as the Lessee.

PREVIOUS RESOLUTIONS

19 December 2023 - Council provided owner's consent for the proposal from Singtel Optus Pty Limited (Optus) to build a telecommunication facility in Karoola Park, Muswellbrook.

28 January 2025 – Council grants development consent to Development Application No 2024-12 being for the construction of a 33.3m High Telecommunications Tower at Lot 13 DP 1080309,



Karoola Park Muswellbrook, subject to the recommended conditions of consent detailed in Attachment D.

BACKGROUND

Optus appointed Indara Digital Infrastructure to address mobile coverage and network issues by establishing additional sites to support Optus.

The Karoola Park – Optus Tower proposal was reported to Council at the 19 December 2023 Ordinary Council meeting, requesting owner's consent for the proposed development.

Following the resolution to provide owner's consent, Downer Group, Indara's consulting design and constructions firm, proceeded with the Development Application and approval.

CONSULTATION

Director of Property and Place

Legal Counsel

Manager – Property and Building

REPORT

The location of the proposed telecommunications tower is classified as community land within the meaning of the Local Government Act and, prior to entering into a lease, Council, as the Lessor, must first comply with sections 47 and 47A of the Local Government Act 1993 (NSW) as applicable.

In accordance with section 47A of the Local Government Act 1993 (NSW), the proposal has been notified and exhibited in the manner prescribed.

Details of the proposed lease are as follows:

Proposed Term (in years):	5-Year
Type of Proposal: [Lease / License / Other Estate]	Lease
Land Description:	Community Land - Karoola Park Part of Lot 13 DP1080309 Cook Street Muswellbrook NSW 2333 Lease area = 111.36m ² 11.6m (w) x 9.6m (l) compound fenced area
Proposed Use of Land:	The Lessee may use the Leased Area for the purpose of constructing, maintaining, and operating a communications facility including but not limited to installing, inspecting, constructing, storing, operating, repairing, maintaining, altering, dismantling, upgrading, and replacing the Lessee's Equipment consistent with the evolving nature of telecommunications services.
Proposed Lessee:	Indara Corporation Pty Ltd ABN 59 643 875 165



Section 47A Compliance: (For terms of 5 years or less)

Notification and Exhibition

Notification and Exhibition:	Was the proposal notified and exhibited as per the requirements of Section 47?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Notification Period:	Was the minimum notification period 28 days?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Details of Notification:	Date of publication:	07/02/2025	07/03/2025
Method of notification (e.g., website, local paper, land exhibition):	Website.		
	Notice of the proposal on the land.		
	Notice of the proposal to the landowner and occupier adjoining the land.		
	Notice of the proposal to the landowner and occupier in the vicinity of the land.		
Written Request from Minister:	Was a written request received from the Minister for further review?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Before granting the lease, Council must consider all submissions duly made to it.

Refer to the attached submission.

Submission Period:	07/02/2025	07/03/2025
Number of Submissions Received:	One (1)	

Ministerial Review was not applicable.

Minister's Referral:	Was the proposal referred to the Minister as per Section 47A(2)(c)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Minister's Decision:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Minister's Consent Received:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Conditions (if any):				

FINANCIAL CONSIDERATIONS

The lease arrangement is similar to that associated with the Telstra Tower at Victoria Park.

POLICY IMPLICATIONS

Council Development Conflict of Interest Management Policy - MSC35E



STATUTORY / LEGISLATIVE IMPLICATIONS

Local Government Act 1993.

Local Government General Regulation 2021.

RISK MANAGEMENT IMPLICATIONS

The installation of the telecommunications tower has been subject to development approval.

COMMUNITY CONSULTATION / COMMUNICATIONS

In accordance with section 47A of the *Local Government Act 1993 (NSW)*, the lease proposal has been notified and exhibited in the manner prescribed.

Mardi Eriksson

From: [REDACTED]
Sent: Sunday, 2 March 2025 8:24 PM
To: Muswellbrook Shire Council
Subject: Karoola park

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: To Be Uploaded

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

To the council General Manager

I strongly object to Indara

Corporation wanting to lease a section of land in Karoola park. If they want to lease land send them to the industrial park Not the recreational park Its a park for the people of muswellbrook.

Not for some overseas corporation

This structure will have significant health liability in future already proven world wide.

Does council want to take on a class action in future Better have a good think before this goes ahead Regards

[REDACTED]

Sent from my iPhone

6 February 2025

Property owner
Property address1
Property address2
Property address3

Dear Sir/Madam

Proposed Lease on Community Land

In accordance with section 47A of the *Local Government Act 1993* (NSW), Muswellbrook Shire Council ("Council") is proposing to grant a lease over Council-owned Community Land at Karoola Park, Muswellbrook. Details of the proposed lease are as follows:

Leased Area: Community Land - Karoola Park
Part of Lot 13 DP1080309
Cook Street Muswellbrook NSW 2333
Lease area = 111.36m² 11.6m (w) x 9.6m (l) compound fenced area
Location: Northeastern corner of Karoola Park (the park), setback approximately 35m from Shiraz Street.

Permitted Use: The Lessee may use the Leased Area for the purpose of constructing, maintaining, and operating a communications facility including but not limited to installing, inspecting, constructing, storing, operating, repairing, maintaining, altering, dismantling, upgrading, and replacing the Lessee's Equipment consistent with the evolving nature of telecommunications services.

Lessee: Indara Corporation Pty Ltd ABN 59 643 875 165

Term of Lease: 5 years







Any person may make a submission to Council in relation to the proposed lease. Before granting a lease, Council will consider all submissions duly made to it.

Submissions must be made in writing to:

The General Manager
council@muswellbrook.nsw.gov.au

Submissions must be received by Council on or before **5pm** on **7 March 2025**.

Submissions may be reproduced in Council reports, in court proceedings, or in accordance with the provisions of the *Government Information (Public Access) Act 2009* (NSW).

Muswellbrook Shire Council	(02) 6549 3700	@ council@muswellbrook.nsw.gov.au
 Campbell's Corner 60-82 Bridge Street Muswellbrook NSW 2333		 PO Box 122 Muswellbrook 2333
 muswellbrook.nsw.gov.au	   muswellbrook shire council	ABN 86 864 180 944

Further information regarding the proposed lease may be found on Council's website (www.muswellbrook.nsw.gov.au) or by phoning Council's Property and Building Services team on 6549 3700.

Yours faithfully,



Mardi Eriksson
Manager – Property and Building

7 February, 2025

Private: Proposed lease on Community Land

In accordance with section 47A of the *Local Government Act 1993* (NSW), Muswellbrook Shire Council is proposing to grant a lease over Council-owned Community Land at Karoola Park, Muswellbrook. Details of the proposed lease are as follows:

Leased Area:

Community Land – Karoola Park

Part of Lot 13 DP1080309

Cook Street Muswellbrook NSW 2333

Lease area = 111.36m² 11.6m (w) x 9.6m (l) compound fenced area

Location: Northeastern corner of Karoola Park, setback approximately 35m from Shiraz Street.

Permitted Use:

The Lessee may use the Leased Area for the purpose of constructing, maintaining, and operating a communications facility including but not limited to installing, inspecting, constructing, storing, operating, repairing, maintaining, altering, dismantling, upgrading, and replacing the Lessee's Equipment consistent with the evolving nature of telecommunications services.

Lessee: Indara Corporation Pty Ltd ABN 59 643 875 165

Term of Lease: 5 years

Submissions

Any person may make a submission to Council in relation to the proposed lease. Before granting a lease, Council will consider all submissions duly made to it.

Submissions must be made in writing to:

The General Manager
council@muswellbrook.nsw.gov.au

Submissions must be received by Council on or before **5pm** on **7 March 2025** and may be reproduced in Council reports, in court proceedings, or in accordance with the provisions of the *Government Information (Public Access) Act 2009* (NSW).

Further information regarding the proposed lease may be found by phoning Council's Property and Building Services team on 6549 3700.

Page last updated: 21 February 2025 | 12:02 am



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**This is the Annexure marked A in the lease between
Muswellbrook Shire Council as Landlord and Indara
Corporation Pty Limited as Tenant**

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Lease

Commercial Terms Schedule

(1)	Land:	Part 13/1080309 being that area marked "XX" on the Plan attached as Annexure B
(2)	Name of Landlord:	Muswellbrook Shire Council
(3)	Name of Tenant:	Indara Corporation Pty Ltd – ABN: 59 643 875 165
(5)	Term of Lease:	Five (5) years
(6)	Commencement Date:	
(7)	Expiry Date:	
(8)	Percentage contribution to Outgoings:	Not Applicable
(9)	Permitted Use:	Constructing, maintaining, and operating a communications facility including but not limited to installing, inspecting, constructing, storing, operating, repairing, maintaining, altering, dismantling, upgrading, and replacing the Lessee's Equipment consistent with the evolving nature of telecommunications services.
(10)	Public Liability Insurance:	Twenty million dollars (\$20,000,000)
(11)	Interest on Late Payments:	Ten per cent (10%) per annum
(12)	Annual Rent	
(13)	Rent Reviews:	
	(a) Periodic Rent Review:	Annually on the anniversary of the Commencement Date by 4% per annum.
	(b) Market Rent Review:	Not applicable
(14)	Period of Option for Renewal:	Not applicable
(15)	Total Period of Term including Option(s):	Five (5) years
(16)	Guarantors:	Not applicable
(17)	Security Deposit:	Not applicable
(18)	Increase in rent when holding over	Not applicable

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Lease

1 Definitions and interpretation

1.1 Definitions

In this Lease (which includes all schedules) the following definitions apply unless the context requires otherwise:

Accounting Period means a recurring twelve (12) month period during the Term nominated by the Landlord as the Landlord's accounting period.

Approvals means any authorisation, approval, consent, licence, permit, permission, registration, authority, or exemption from, by or with an Authority the absence of which would render an activity illegal or prohibited.

Annual Rent means the sum set out in Item 11 of the CTS.

Assignee means an assignee or proposed assignee of this Lease, as the context requires, under an Assignment.

Authority means (as appropriate) any:

- (1) federal, state or local government;
- (2) department of any federal, state or local government;
- (3) any court or administrative tribunal; or
- (4) statutory corporation or regulatory body.

Claims means any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Commencement Date means the "Commencement Date" shown on the front page of this Lease.

Covenants means the covenants made by the Tenant under this Lease (including the payment of the Rent), or any number of them as the context requires.

CTS means the Commercial Terms Schedule to this Lease.

Date of Determination means the date of a determination of this Lease pursuant to clause **Error! Reference source not found..**

Encumbrance means an interest or power:

- (1) reserved in or over an interest in any asset;
- (2) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
- (3) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.

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Lease

Expiry Date means the "Terminating Date" shown on the front page of this Lease.

GST means the goods and services tax payable under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law means any law relating to the GST.

Input Tax Credit means a credit available to the Tenant under the GST Law for the GST payable by the Tenant in respect of any Supply made under this Lease.

Land means the land the subject of this Lease as noted on the front page of this Lease and as set out in the CTS.

Landlord means the "lessor" stated on the front page of this Lease.

Lease Year means each separate year of the Term the first of which commences on the Commencement Date and also includes any broken period between the end of the last complete Lease Year and the Date of Determination.

Outgoings means the aggregate of all reasonable amounts (excluding those of a capital nature) paid by the Landlord, or for the payment of which the Landlord may be or become liable, in any one Accounting Period in respect of the Land or the Tenant's Property, including on account of:

- (1) rate charges, dues, fees and other levies payable or payments made to an Authority;
- (2) rates and charges for the provision or reticulation of water and/or sewerage and/or drainage services;
- (3) land tax;
- (4) services and utilities for the Land and/or the Tenant's Property; and
- (5) insurance premiums and other associated charges including stamp duties for insurances against damage to property, loss of gross rentals, public liability.

The Outgoings for each Accounting Period must be calculated on an accrual and prepayment basis and to that end all such costs charges and expenses will be deemed to have been paid at the time when the obligation to pay them arose. Any such costs charges and expenses which are assessed at intervals or for a period other than an Accounting Period or which may vary during an Accounting Period must be apportioned so far as may be necessary to calculate the Outgoings for each Accounting Period.

Permitted Use means the use of the Land set out in Item 8 of the CTS.

Rent means the rent for the Land payable by the Tenant under this Lease as reviewed from time to time.

Security Deposit means the amount set out in Item 16 of the CTS.

Supply means a taxable supply within the meaning of the GST Law made under this Lease.

Tax Invoice means an invoice required by the GST Law to support a claim by the Tenant for an Input Tax Credit for the GST payable by the Tenant on any Supply made under this Lease.

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Lease

Tenant means the “lessee” stated on the front page of this Lease and where the context appears in the Lease includes all the Tenant’s servants, agents, employees, invitees and contractors.

Tenant’s Outgoings mean the following:

- (1) all charges for services and utilities (including but not limited to electricity, gas, water and telephone) supplied to, used and consumed within the Land (including the Tenant’s Property) during the Term;
- (2) all costs for the removal of waste from the Land during the Term whether incurred at the direction of the Landlord or any Authority; and
- (3) all rates, taxes, charges, assessments and impositions whatsoever which may from time to time be assessed, charged or imposed upon or in respect of the Land and the Tenant’s Property and which are not included in the Outgoings whether assessed against the Landlord or directly against the Tenant.

Tenant’s Property means any improvements, structures, fixtures, fittings, furnishing, plant, equipment and other article which is erected or located on the Land.

Term means the term of this Lease.

1.2 Interpretational rules

Reference to statutes

A statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

Singular includes plural

The singular includes the plural and vice versa.

Person

The word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.

Executors, administrators and successors

A particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns.

Calculation of time

If a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

Reference to a group of persons

A group of persons or things is a reference to any two or more of them jointly and to each of them individually.

Agreement

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A reference to any agreement, deed or instrument includes the same as varied, supplemented, novated or replaced from time to time.

Gender

A reference to one gender extends and applies to the other and neuter gender.

1.3 Landlord's discretion

Subject always to any express provision to the contrary in this Lease every discretion vested in the Landlord:

- (1) is absolute and uncontrolled; and
- (2) may be granted or refused for any reason; or
- (3) may be granted on such conditions as the Landlord thinks fit.

1.4 Liability of a party

Where a party is liable for its acts or omissions under this Lease the reference to that party extends to any person for whom the party is vicariously liable.

2 Lease

2.1 Grant of lease

The Landlord leases the Land to the Tenant for the Term on, and subject to, the terms set out in this Lease.

2.2 Intention to be bound

The parties agree to be bound by the terms of this Lease during the period between the Commencement Date and the date of execution of the Lease as if it had been completed, executed and delivered to the Landlord on or before the Commencement Date.

3 Special Conditions

3.1 Rent Free Period

The Tenant is not required to pay rent for the first three (3) months of this Lease from the Commencement Date.

3.2 Commencement Date

- (1) The Lease will commence on the later of:
 - (a) the date the Tenant obtains development approval from all necessary authorities to conduct the Permitted Use; and
 - (b) the date the Landlord is permitted to grant this Lease in accordance with Part 2, Division 2 of the Local Government Act 1993 relating to the grant of leases and licence in respect of community land.

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Lease

- (2) If either of the conditions referred to in special condition 3 do not occur by the date that is four (4) months from the execution of this Lease by the Tenant, either party may terminate this lease without penalty by notice in writing to the other party.
- (3) The Tenant irrevocably authorises the Landlord to complete the commencing and terminating dates of this Lease once they have been determined in accordance with clause 3.

3.3 Consent authority

- (1) The parties acknowledge that the Landlord is an Authority with statutory rights and obligations pursuant to the terms of the *Local Government Act 1993* (LG Act) (NSW) and the *Environmental Planning & Assessment Act 1979* (NSW).
- (2) No term of this Lease is to be construed, or to operate, so as to fetter, restrict or otherwise interfere with the exercise of the Landlord's powers as an Authority.
- (3) If any provision of this Lease would, or could likely, operate so as to fetter, restrict or otherwise interfere with the exercise of the Landlord's powers as an Authority then that provision is, to the extent necessary for it not to fetter, restrict or otherwise interfere with the exercise of the Landlord's powers as an Authority:
 - (a) be read down, if possible; or
 - (b) severed from this Lease.
- (4) The Tenant may not make any Claim on account of any action of the Landlord that is carried out in the Landlord's capacity as an Authority.

3.4 Community land disclosure

- (1) No less than 3 months prior to the expiry of the Lease, if the Tenant wishes to enter into a new lease of the Premises, the Tenant will provide notice in writing to the Landlord of its request.
- (2) Notice by the Tenant of its desire to enter into a new lease of the Premises is not binding on the parties, rather an intent to enter discussions to do so.
- (3) The Landlord will, if it receives a notice from the Tenant to enter into a new lease of the Premises no less than 3 months prior to the expiry of the Lease, seek the Landlord's consent and resolution to enter into a new lease of the Premises, and if Council resolve to enter into a new lease of the Premises, commence the actions required by sections 47A and/or 47 of the LG Act.
- (4) The Tenant acknowledges that the LG Act in relation to leases, licences and other estates in respect of community land involves public notification and may require ministerial consent. This process is outside the Landlord's control. For the avoidance of doubt, the parties agree that the Landlord is not obligated to grant a new lease of the Premises and Council may resolve not to enter into a new lease of the Premises, in its absolute discretion.

3.5 Signage

The Tenant must not erect any signage on the Premises or Land unless with the prior approval of the Landlord, such consent not to be unreasonably withheld.

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Lease

3.6 Make Good

On termination of this Lease, the Tenant must remove all its items, fixtures, fittings, and improvements above ground and below the surface of the ground to a depth of 600mm. The Tenant must make good any surface disturbance by levelling of any areas with soil and turf to the Landlord's satisfaction.

3.7 Legal Costs

Each party will pay their own costs and disbursements relating to this Lease however the Tenant must reimburse the Landlord's legal costs and expenses relating to any amendments requested by the Tenant to the amount of \$1,000.00 plus GST.

4 Annual Rent

4.1 Payment of Annual Rent

- (1) The Tenant must pay to the Landlord the Annual Rent during the Term:
 - (a) by equal monthly instalments in advance on the first day of each month adjusted pro rata; and
 - (b) without any formal or other demand being made for payment by the Landlord.
- (2) If the Annual Rent for any Lease Year is not agreed or determined by the due date for the payment of the first monthly instalment for that Lease Year then:
 - (a) the Tenant must pay to the Landlord on account of the Annual Rent monthly instalments at the same rate as for the preceding Lease Year; and
 - (b) an appropriate adjustment must be made as soon as the Annual Rent for the current Lease Year is agreed or determined.

4.2 Periodic Rent Review

- (1) The Annual Rent will be reviewed in accordance with paragraphs (2) and (3) on the occasions set out in Item 13(a) or Item 13(b) of the CTS (as the case may be).
- (2) In any Lease Year where the Rent is subject to a Periodic Rent Review the Annual Rent payable during that Lease Year is the amount of the Annual Rent for the preceding Lease Year adjusted in accordance with the method set out in Item 13(a) of the CTS.

5 Rent review: Fixed percentage

5.1 Application of clause

This clause **Error! Reference source not found.** applies if the Annual Rent is to be increased using the fixed percentage method.

5.2 Increase in Annual Rent

The Annual Rent must be increased on the Review Date by multiplying the Annual Rent payable immediately before Review Date by the percentage set out in Item 13(a) of the CTS.

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Lease

6 Other amounts the Tenant must pay

6.1 Cost of lease

- (1) The Tenant will bear all costs and disbursements associated with registration of this Lease at the NSW Land Registry Services.

6.2 Cost of notices of re-entry and consents

The Tenant, upon demand, must pay any legal costs (as between solicitor and client) and other costs and expenses incurred by the Landlord in relation to the following:

- (1) any notice lawfully given by the Landlord to the Tenant relating to a default by the Tenant under this Lease;
- (2) the lawful determination or lawfully attempted determination of this Lease by the Landlord;
- (3) the lawful re-entry or lawfully attempted re-entry of the Land by the Landlord;
- (4) the surrender of this Lease (including any stamp duties and registration fees on any instrument of surrender);
- (5) the granting of any approvals or consents by the Landlord under this Lease; or
- (6) any proceedings lawfully brought by the Landlord to enforce the performance by the Tenant of the Covenants.

6.3 Excess on Landlord's insurance

The Tenant must pay to the Landlord upon demand all extra or excess premiums and other charges (if any) for insurances effected by the Landlord that are payable on account of extra risk caused directly or indirectly by the Tenant's use or occupation of the Land.

6.4 Liability for GST

Any amount payable by the Tenant for a Supply under this Lease, unless expressed to be inclusive of GST, is the GST exclusive value of that Supply and the Tenant must pay to the Landlord the GST payable in respect of that Supply in addition to the amount payable by the Tenant for that Supply, upon the Landlord providing a Tax Invoice to the Tenant.

7 Outgoings

The Tenant must pay the Tenant's Outgoings during the Term:

- (1) before the due date for payment if the relevant outgoing is billed directly to the Tenant; or
- (2) otherwise within fourteen (14) days of the Tenant receiving notice of the amount payable.

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Lease

8 Use of Land

8.1 Permissible use

- (1) The Tenant must not use, or permit to be used, the whole or any part of the Land, for any purpose other than the Permitted Use without the prior written consent of the Landlord.
- (2) The Landlord acknowledges and agrees that the Tenant's Property is to include any telecommunications tower erected pursuant to the Sublease. The Landlord must not make any objection or Claim as a result of the presence of the Tenant's Property, including the telecommunications tower, on the Land.

8.2 Conduct of business

The Tenant must ensure that any business conducted from the Land is at all times conducted in a proper, orderly and businesslike manner.

8.3 Interference with services

Other than as expressly set out in this Lease, the Tenant must not interfere with the water, gas, electrical, plumbing or other services to the Land without the prior written consent of the Landlord.

8.4 Cleaning of Land

The Tenant must, at its own cost and at all times:

- (1) keep the Land in a clean and tidy condition; and
- (2) not allow any accumulation of useless property or rubbish within or around the Land.

8.5 Inflammable substances

- (1) The Tenant must not bring upon or store in the Land any explosive or inflammable substance or corrosive fluids or chemicals except those which are normally used by the Tenant in the conduct of the Permitted Use.
- (2) Any substances brought upon or stored in the Land must be stored in a safe manner.

8.6 Conduct voiding insurance

The Tenant must not at any time do or permit to be done anything whereby any insurances effected by the Landlord may be rendered void or voidable or (except with the prior written consent of the Landlord) whereby the rate of premium on any such insurances is increased.

8.7 Statutory requirements

The Tenant must comply with any statutes, regulations, ordinances, by-laws or direction of an Authority so far as they may apply to the Land or to the Permitted Use (except such of them as may require structural works or additions to the Land) as may be occasioned by the nature and conduct of the Permitted Use and will not knowingly or wilfully permit to be done anything in the Land which may breach any such statutes, regulations, ordinances, by-laws or direction.

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8.8 No warranty as to use

The Landlord does not warrant that the Land is or will remain suitable or adequate for the Permitted Use.

9 Maintenance and repair of Land by Tenant

9.1 General obligation to repair

The Tenant must, at its cost, repair, keep and maintain the Land and the Tenant's Property in good and substantial repair.

9.2 Improvements

- (1) The Tenant must, at its cost, repair, keep and maintain, and replace any improvements erected on the Land in good and substantial repair, order and condition, including all structural defects, capital repairs and replacement.
- (2) The Landlord is not liable in any way for the repair, maintenance and replacement of any improvement erected on the Property by the Tenant.

9.3 Inspection by Landlord

The Landlord may, at all reasonable times and upon reasonable notice being given to the Tenant:

- (1) by itself or its agents and with or without others enter and view the state of repair of the Land; and
- (2) leave upon the Land a notice in writing requiring the Tenant to repair any defects or undertake any other works which are the obligation of the Tenant.

10 Landlord's covenants

10.1 Quiet Enjoyment

The Landlord warrants that provided, the Tenant observes and performs the terms of this Lease, then the Tenant will be entitled to peaceably hold and enjoy the Land during the Term without any interruption by the Landlord, or by any person rightfully claiming through under or in trust for it, subject always to the rights, powers, remedies and reservations enjoyed by the Landlord under this Lease.

10.2 Additional rights

- (1) Without limiting any other provisions of this Lease, the Landlord may:
 - (a) grant easements or other rights over the Land, unless such easements or rights would have a permanent and materially adverse effect on the Tenant's rights granted under this Lease; and
 - (b) subdivide the Land, but the Tenant will not be required to pay any additional expenses in relation to its occupation of the Land as a result of the Land being part of a subdivision that it otherwise would have been required to pay under this Lease.

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- (2) The Tenant must co-operate and assist the Landlord in giving effect to the granting of any rights or subdivision contemplated in this clause.

11 Insurances and indemnity

11.1 Tenant's insurances

The Tenant must maintain a standard policy of public liability insurance for an amount reasonably required by the Landlord (being not less than the sum specified in Item 9 of the CTS).

11.2 Terms of insurance

The policy of insurance required to be maintained by the Tenant under clause **Error! Reference source not found.** must, if possible:

- (1) note the interest of the Landlord as an interested party under this Lease;
- (2) be maintained at all times throughout the Term; and
- (3) be produced to the Landlord upon request as evidence of the currency of such policy.

11.3 Assumption of risk by Tenant

The Tenant agrees to occupy and use the Land at its own risk and the Landlord is not (notwithstanding anything contained or implied in this Lease to the contrary) liable to the Tenant for:

- (1) any damage to any property of or in the possession of the Tenant and contained or in about the Land;
- (2) any damage which is occasioned:
 - (a) by water, heat, fire, electricity, vermin, explosion, tempest; or
 - (b) by the entry of water from any source whatsoever;
- (3) any loss of profits by the Tenant that result from those matters,

except to the extent the damage or loss arises as a result of the Landlord's negligence, wilful act or omission or default.

11.4 Indemnity by Tenant

- (1) The Tenant must indemnify the Landlord from and against all Claims which the Landlord may sustain or incur or for which the Landlord, and which arise during the Term, may become liable in respect of:
 - (a) **(breach of covenant)**: loss, damage or injury from any cause whatsoever to any property or person within or without the Land occasioned or contributed to by the failure of the Tenant, or any person claiming through or under the Tenant, to observe or perform any of the Covenants, conditions and restrictions on the part of the Tenant under this Lease whether positive or negative, expressed or implied;

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- (b) **(misuse)**: the negligent use, misuse, waste or abuse by the Tenant, or any person claiming through or under the Tenant, of any water, gas, electricity or other services to the Land;
 - (c) **(Tenant's Property)**: anything arising with respect to the Tenant's Property;
 - (d) **(harmful agent)**: the overflow, leakage or escape of water, fire, gas, electricity or any other agent whatsoever in or from the Land; and
 - (e) **(use of Land)**: loss, damage or injury from any cause whatsoever to property or damage which is caused or contributed to by the use of the Land by the Tenant, or any person claiming through or under the Tenant.
- (2) The obligation of the Tenant to indemnify the Landlord under this clause is limited to any loss or damage caused, or contributed to, by a negligent act or omission or default of the Landlord.

11.5 Condition of Landlord's liability

Notwithstanding anything contained or implied in this Lease to the contrary, the Landlord will not, in the case of a remediable breach of this Lease of which the Tenant is aware, be in default under this Lease unless:

- (1) the Tenant has given notice in writing to the Landlord of the nature and extent of the default; and
- (2) the Landlord has failed, within a reasonable time after receiving such a notice (but no earlier than twenty one (21) days), to take proper steps to rectify the default.

12 Default of Tenant

12.1 Definition of breach

The following matters are breaches of fundamental and essential terms of this Lease:

- (1) Failure to pay moneys
If:
 - (a) in the case of monies payable by the Tenant on demand, are not been paid within fourteen (14) days of the making of a demand for payment; or
 - (b) if any other moneys payable by the Tenant to the Landlord are not paid by the due date for payment.
- (2) Failure to effect repairs
If the Tenant:
 - (a) does not commence the rectification or repairs required by any notice given under clause **Error! Reference source not found.** within a reasonable time after the giving of such notice; or
 - (b) having commenced such rectification or repairs does not complete that work within a reasonable time having regard to their nature and extent.

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(3) Breach of Covenants

If the Landlord gives the Tenant notices that the Tenant has failed to observe, perform or fulfill any of the other terms, Covenants, conditions, obligations and restrictions imposed on the Tenant (whether positive or negative) contained or implied in this Lease and the Tenant does not remedy its failure within a reasonable time.

(4) Liquidation of Company

If the Tenant, being a corporation:

- (a) enters into liquidation (otherwise than for the purpose of reconstruction or amalgamation with the prior written consent of the Landlord which consent must not be unreasonably refused); or
- (b) if a receiver or official manager or provisional liquidator be appointed with respect to the assets of the Tenant.

(5) Execution against lease

If the interest of the Tenant under this Lease is attached or taken in execution under any legal process.

(6) Use of Land

If the Tenant uses the Land for a purpose other than the Permitted Use.

(7) Tenant abandons Land

If the Tenant vacates or abandons the Land without the consent of the Landlord.

12.2 Forfeiture of Lease

- (1) If the Tenant breaches this Lease as defined in clause **Error! Reference source not found.** the Landlord may at its option:

(a) Determination by re-entry

Without giving any prior demand or notice (unless such notice is required by law), and by force if necessary:

- (i) re-enter and take possession of;
- (ii) eject the Tenant and all other persons from; and
- (iii) repossess and enjoy;

the whole or any part of the Land in which case this Lease will be determined.

(b) Determination by notice

By notice in writing to the Tenant determine this Lease.

(c) Conversion to monthly tenancy

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By notice in writing to the Tenant convert the unexpired portion of the Term into a tenancy from month to month in which case:

- (i) this Lease will be determined upon the service of such notice;
 - (ii) the Tenant will thereafter hold the Land as a tenant on a month to month basis;
 - (iii) such tenancy may be determined by:
 - (A) the Tenant giving the Landlord three (3) months notice in writing; or
 - (B) the Landlord giving the Tenant one (1) months notice writing,
 - (iv) the rent payable by the Tenant will be a monthly rent equal to the monthly instalments on account of the Rent and the Outgoings payable at the date of service of the notice (such rent being payable monthly in advance); and
 - (v) apart from the above, on the terms and conditions of this Lease so far as they can be applied to a monthly tenancy.
- (2) Notwithstanding any term to the contrary, the Landlord may only take an action pursuant to this clause **Error! Reference source not found.** in the event such action is permitted pursuant to the Sublease.

12.3 Damages

- (1) If the Tenant's conduct (whether acts or omissions) constitutes:
- (a) a repudiation of (or of the Tenant's obligations under) this Lease; or
 - (b) constitutes a breach of any Covenant,
- the Tenant must compensate the Landlord for the loss or damage suffered by reason of that repudiation or breach.
- (2) The Landlord's entitlement to recover damages is not affected or limited by any one of the following:
- (a) if the Tenant abandons or vacates the Land;
 - (b) if the Landlord elects to either re-enter the Land or determines this Lease;
 - (c) if the Landlord accepts the Tenant's repudiation; or
 - (d) if the parties conduct constitutes a surrender of this Lease by operation of law.
- (3) The Landlord is entitled to institute legal proceedings claiming damages against the Tenant in respect of the entire Term, including the periods:
- (a) before and after the Tenant vacates the Land;
 - (b) before and after the abandonment, termination, determination or repudiation of this Lease; and

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- (c) before or after the acceptance of any repudiation or surrender of the Lease by operation of law,

regardless of whether the proceedings are instituted either before or after such conduct.

13 Determination of Term

13.1 Tenant to yield up

At the expiration or sooner determination of the Term, the Tenant must provide vacant possession of the Land in the order and condition described in clause **Error! Reference source not found.** and the Special Conditions.

13.2 Antecedent breaches

The determination of this Lease will not prejudice or affect any rights or remedies of the Landlord against the Tenant on account of any antecedent breach by the Tenant of any of the terms, Covenants and restrictions on the part of the Tenant under this Lease.

13.3 Holding over

If the Tenant remains in occupation of the Land after the expiration of the Term with the consent of the Landlord the Tenant will (in the absence of any express agreement in writing to the contrary) be deemed to hold the Land as a tenant from month to month in which case:

- (1) such tenancy may be determined by either party for any reason whatsoever upon giving one (1) months notice to the other;
- (2) the rent payable by the Tenant will be a monthly rent equal to the monthly instalments on account of the Rent and the Outgoings payable at the Expiry Date (such rent being payable monthly in advance) increased in accordance with the method set out in Item 17 of the CTS;
- (3) apart from the above, on the terms and conditions of this Lease so far as they can be applied to a monthly tenancy.

14 General provisions

14.1 Notice

- (1) Any written invoice, notice or demand required to be given to a party may, without prejudice to any other mode of delivery:
 - (a) be left at the Land in the case of a notice given to the Tenant;
 - (b) be forwarded by prepaid mail to the registered office of a party;
 - (c) be forwarded by prepaid mail to the last known business address of a party; or
 - (d) be served pursuant to s170 of the *Conveyancing Act 1919* (NSW).
- (2) Any notice or demand sent by post under paragraph (1) will be deemed to have been given (whether received or not and if received whenever received) on the second business day next following the day on which the notice or demand was posted.

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14.2 Representations

- (1) Each party acknowledges that it enters into this Lease relying entirely upon its own investigations, inspections and judgment and not upon any representations which may have been made to it by or on behalf of the other party.
- (2) This Lease is only subject to those conditions or warranties that are specifically stated in this Lease.
- (3) This Lease (and the Sublease) contain the whole of the agreement between the parties in relation to the Tenant's use and occupation of the Land.

14.3 Obligations construed as covenants

All obligations of the Tenant in this Lease are separate and independent covenants in favour of the Landlord.

14.4 Duration of Covenants

The Covenants continue:

- (1) throughout the Term; and
- (2) to have effect after this Lease comes to an end through effluxion of time or otherwise.

14.5 Severability

- (1) Any provision of this Lease which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable.
- (2) If any such provision is not capable of being read down then it is to be severed from this Lease to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Lease or affecting the validity or enforceability of that provision in any other jurisdiction. If any term covenant or condition of this Lease its application to any person or circumstance will be or become invalid or unenforceable the remaining terms covenants and conditions will not be affected.

14.6 Implied covenants

The covenants implied by law (statutory or otherwise) are modified (where so permitted) as provided in this Lease.

14.7 Tenants jointly and severally bound

Where two or more persons are Tenants of the Land they are jointly and severally bound by the Covenants.

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10.4. Community and Economy

10.4.1. Awarding of Sponsorship - Sandy Hollow Charity Motorfest

Responsible Officer:	General Manager
Author:	Grants and Community Engagement Advisor
Community Plan Issue:	6 - <i>Community Leadership</i>
Community Plan Goal:	Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community.
Community Plan Strategy:	6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.
Attachments:	1. 2025 Sandy Hollow Charity Motorfest [10.4.1.1 - 4 pages]

PURPOSE

To submit for the consideration of Council an application for cash Sponsorship received from the Sandy Hollow Charity Motorfest for the staging of the 2025 Sandy Hollow Charity Motorfest.

OFFICER'S RECOMMENDATION

Council APPROVES cash Sponsorship of \$5,000.00 to Sandy Hollow Charity Motorfest for the staging of the 2025 Sandy Hollow Charity Motorfest to be held at Sandy Hollow on 16 August 2025.

Moved: _____ **Seconded:** _____

BACKGROUND

Council has received a request for Sponsorship of \$5,000.00 from the Sandy Hollow Charity Motorfest for the staging of the 2025 Sandy Hollow Charity Motorfest to be held at Sandy Hollow on 16 August 2025.

CONSULTATION

Consultation on the awarding of the grant was carried out with Council's Tourism and Events Coordinator, Manager Community Services, the Director Community & Economy, and Chief Financial Officer.

REPORT

Attached to this report is an application letter requesting Sponsorship of \$5,000.00 from the Sandy Hollow Charity Motorfest for the staging of the 2025 Sandy Hollow Charity Motorfest to be held at Sandy Hollow on 16 August 2025.

CONCLUSION

Council may choose to support the recommendation or identify other priorities.

SOCIAL IMPLICATIONS

Applications for funding from not-for-profit community groups, organisations, and sporting



groups should address priority issues in the community and work towards enhancing the social, cultural, and recreational well-being of the communities of Muswellbrook Shire.

FINANCIAL CONSIDERATIONS

There are sufficient funds available in the Sponsorship budget to cover the request from the Sandy Hollow Charity Motorfest.

POLICY IMPLICATIONS

Council approved the new Awarding of Sponsorship, Grants, and Contributions Policy (MSC05E) at the 27 February 2024 Ordinary Council Meeting.

STATUTORY / LEGAL IMPLICATIONS

The total amount of sponsorships, grants, and contributions made in accordance with the Awarding of Sponsorships, Grants & Contributions Policy will be listed in Council's Annual Report, and individual amounts over \$1,000 will be itemised separately.

Where applications are successful, community organisations will be required to enter into a grant agreement with Muswellbrook Shire Council.

RISK MANAGEMENT IMPLICATIONS

Applicants must identify and declare any actual, potential, or perceived conflict of interest (if applicable) in accordance with Council's Code of Conduct. Any actual, potential, or perceived conflict of interest posed by the potential sponsorship, grant, or contribution of an event/activity will be identified as part of the assessment.

COMMUNITY CONSULTATION/MEDIA IMPLICATIONS

Organisations which have received funding from Muswellbrook Shire Council are required to acknowledge the funding provided by Council in a manner approved by Council's Communications Team in any communication about the project. Council reserves the right to publicise approved projects in any media form it chooses.



**muswellbrook
shire council**

Muswellbrook Shire Council ABN 86 864 180 944
02 6549 3700 • council@muswellbrook.nsw.gov.au
PO Box 122 Muswellbrook NSW 2333
Campbell's Corner 60-82 Bridge Street Muswellbrook
www.muswellbrook.nsw.gov.au

Sponsorship, Grant and Contributions Application and Agreement Form

Use this form to apply for Council Sponsorship, Grants (including fee waving and in-kind support) and Contributions. Applications are only accepted during the specified application rounds for each specific program and must include this application form and the specific programs application form. Application dates are advertised on Council's website. Please ensure your application meets the requirements of the specific programs guidelines and the Awarding of Sponsorship, Grants and Contributions Policy.

Applicant details

Name of organisation Sandy Hollow Charity Motorfest INC

Contact name/position Micheal Turner Position president

Postal address 7 Eucalypt Avenue Muswellbrook NSW 2333

Email address shcmf23@outlook.com

Phone number 0438 934 619

Organisation website and/or Facebook page Sandy Hollow Charity Motorfest

Is your organisation not-for-profit community-based organisation?

☒ Yes / ☐ No

Incorporation Number INC2300888

Australian Business Number (ABN) 60 582 345 912

Please attach a copy of your Public Liability Insurance Certificate of Currency with cover of at least \$20m

Please select which program you are applying for and complete the applicable application form:

Note: Applications will only be accepted for specific programs during the application periods advertised on Council's website.

<input type="checkbox"/> Community Grant <input type="checkbox"/> Project / event funding <input type="checkbox"/> Fee Waiving <input type="checkbox"/> In-kind	<input checked="" type="checkbox"/> Sponsorship <input checked="" type="checkbox"/> Project / event funding <input type="checkbox"/> Fee Waiving <input type="checkbox"/> In-kind
<input type="checkbox"/> Landcare Grant	<input type="checkbox"/> Local Heritage Assistance Fund
<input type="checkbox"/> Sustainable Education Grant	<input type="checkbox"/> Sport and Recreation Small Capital Grant
<input type="checkbox"/> Other Sustainability Program	<input type="checkbox"/> Sport and Recreation Large Capital Grant

Application details

(Please attach supporting documentation (e.g. cost estimates/quotes, letters of support, PHOTOS))

Project location or locations:

Our event is held annually, behind the Sandy Hollow Tourist Hotel.

Provide a summary of your project and proposed date/s of project:

We aim to raise as much money as possible towards a different charity each year in August

What is the total cost of your project \$ 14100

Amount of funding requested Cash \$ 5000 and/or In-kind \$

Amount of applicant co-contribution Cash \$ 9100 and/or In-kind \$

You must provide evidence of how you arrived at the total project costs. Have you attached cost estimates/quotes? ☒ Yes / ☐ No

Have you attached a current copy of your Public Liability Insurance Certificate of Currency with cover of at least \$20m? ☒ Yes / ☐ No

Does your project need Development Approval? ☐ Yes / ☒ No

If yes, does your project have Development Approval yet? ☐ Yes / ☐ No / ☐ N/A

Does your organisation owe Muswellbrook Shire Council any outstanding money/acquittal reports? If yes, please provide details below: ☐ Yes / ☒ No

How does this project benefit the Muswellbrook Shire community and which section(s) of the community does it benefit?

We provide entertainment for the community, free activities for children and much needed funds for charities.

How does your event, activity or project align with the goals and actions in the [Muswellbrook Shire Community Strategic Plan 2022-2032](#)?

We will be attracting tourists to the shire, promoting Muswellbrook Shire as wholesome and giving community, making smaller communities in the Muswellbrook Shire more known.

If this is a Rural Halls application, please include details around (a) what groups use your hall and (b) how often they use it.

If this application is for an event, have you read and complied with Council's Sustainable Event Management Procedure. Please contact Council's sustainability unit if you require further information.

Yes

Please note: Council is not a supplier of bins for events. You need to contact a private company to request event bins. Any request that Council provide funding for bins must be made as part of a request that is approved by Council. If this is the case, Council must know the cost of bins you are requesting.

Have you been dealing with any other Council staff member regarding this project?
If yes, who?

☒ Yes / ☐ No

Stephen Wright

Please provide any further details/comments to support your application

Your support in raising money for much needed charities would be greatly appreciated.

Terms and conditions:

1. This constitutes a signed agreement as part of the application/project process.
2. Council reserves the right to request further information in considering any application, as well as the right to reject any application that does not meet the criteria.
3. Applicants must identify and declare any actual, potential, or perceived conflict of interest (if applicable) in accordance with Council's Code of Conduct, which is available on Council's website.
4. The grant may only be used for the purpose specified in the application. Any change must be approved in writing by Council before the activity is undertaken.
5. Applicants will be required to acknowledge the funding provided by Council in a manner approved by Council's Communication Team in any communication about the project.
6. Council reserves the right to publicise approved events, activities, projects etc. in any media form it chooses.
7. The successful applicant will be responsible for project management and all costs in excess of the approved grant, with all activities undertaken being required to comply with Council policies as listed at www.muswellbrook.nsw.gov.au/policies/. Works may be subject to inspection and verification.
8. Funded projects must be completed within 12 months of the funding being awarded.
9. Successful applicants must submit an acquittal report to Council's General Manager within 1 month of project completion. The report should provide evidence of how the grant funds were spent and include photos (for example before, during and after) that showcase the outcomes of the project.

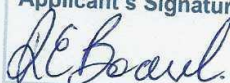
Successful Applicants must abide by the following funding conditions:

1. An offer of funding/acceptance must be accepted within two (2) weeks or it will be withdrawn.
2. You must discuss your project with Council before commencing work.
3. Where necessary you must obtain the relevant planning/development approvals for your project before commencement.
4. Once your project is complete you must acquit the monies received with evidence of expenses, ie receipts, and photos of the project before and after. Documentation is to be submitted to Council's General Manager within 1 month of project completion.
5. You must advise Council of any changes to the approved project, including changes to financial circumstances which may affect project completion.
6. Council considers the full cost of the project to be the GST-inclusive amount.
7. You must submit an invoice for payment. You also agree that unless requested, and agreed to by Council, all cheques or electronic transfers will be made payable to your ABN registered organisation.

8. You agree that this financial assistance may be reviewed or revoked at any time under one or more of the following circumstances:
- Unsatisfactory work
 - Failure to meet time schedules
 - Non-disclosure or misleading or false disclosure of information
 - Inadequate matching funding being provided by your organisation
9. You also agree that you are obliged to refund sponsorship/grant monies within 30 days of receiving a notice of funding revocation.
10. You agree to acknowledge the funding assistance during the project and upon completion in any form required and approved by Council.
11. You agree to participate in work to develop a case study about your project if required.
12. You agree to participate in workshops to promote your project if required (would be limited to the period within 12 months of completion of the project).
13. Council may publicise your project through its newsletter, website, social media, media releases and liaison with journalists.
14. You agree to insure and keep insured at all times the item/s for which this funding is granted, unless Council proves otherwise.
15. You agree to comply with all requirements of other regulatory agencies and you agree that this agreement and any related matters do not override your requirement to do so.

I certify that the information provided in and supporting this application is true and correct and that I am legally authorised to sign this application for and on behalf of the applicant Organisation.

Applicant's Signature



Name and Position

Rebecca Bowd Secretary

Date

11/25/24

Signed on behalf of Muswellbrook Shire Council: (at the time the sponsorship, grant or contribution is awarded)

Signature

Name and Position

Date

Privacy notification

The personal information that Council is collecting from you is personal information for the purposes of the Privacy and Personal Information Protection Act 1998.

The intended recipients of the personal information may be:

- Officers within the Council
- Data service providers engaged by the Council from time to time
- Any other agent of the Council
- Financial institution involved in the process

The supply of the information by you is voluntary. However, if you cannot provide

or do not wish to provide the information sought, the Council may be unable to process your application.

Council is collecting this personal information from you in order to provide Council approved services.

You may make application for access or amendment to information held by Council. You may also make a request that Council suppress your personal information from a public register. Council will consider any such application in accordance with the Act.

Address enquires concerning privacy matters to the Public Officer.

**10.4.2. 2025 Christmas Spectacular Sponsorship Request**

Responsible Officer: General Manager

Author: Director - Community & Economy

Community Strategic Plan: 6 - *Community Leadership*

Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community.

Delivery Program Goal: 6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.

Operational Plan Action: 4.3.1.1 - Council works in partnership to deliver events which support the community and attract visitors to the Shire.

Attachments: Nil

PURPOSE

To submit for Council's consideration a sponsorship request to support the 2025 Muswellbrook Christmas Spectacular.

OFFICER'S RECOMMENDATION

Council supports the Christmas Spectacular for 2025 as a sponsor with a contribution of \$6,000 (ex GST) allocated from the sponsorship budget.

Moved: _____ **Seconded:** _____

BACKGROUND

Council has previously provided financial support towards the Muswellbrook Christmas Spectacular, and a request has been received from the organiser of the event, Radio Hunter Valley (2NM and Power FM), for a funding contribution towards a 2025 event.

CONSULTATION

General Manager

REPORT

Radio Hunter Valley (2NM and Power FM) has sought a funding contribution of \$6,000 (ex GST) towards the 2025 Christmas Spectacular, which will be held at the Muswellbrook Showground on 13 December 2025. Council has sponsored the event in previous years, which has attracted significant visitor numbers and public goodwill.

It is recommended that Council sponsors the event for 2025, which will be acknowledged by the organisers in promotional material and content. The cost of the sponsorship can be met from the Sponsorship allocation in the 2025-2026 budget.



FINANCIAL CONSIDERATIONS:

The funding for the sponsorship will come from GL1075.1880.568.

POLICY IMPLICATIONS

Not applicable.

STATUTORY / LEGAL IMPLICATIONS

The Local Government Act permits donations and sponsorships of this type.

RISK MANAGEMENT IMPLICATIONS

No known risk management implications.

COMMUNITY CONSULTATION/MEDIA IMPLICATIONS

Council's investment will include the promotional airtime and digital space outlined. The sponsorship period is October 2025 and ending in December 2025 inclusive.

**10.4.3. Upper Hunter Regional Brand**

Responsible Officer: Director - Community & Economy

Author: Director - Community & Economy

Community Strategic Plan: 1 - Economic Prosperity
4 - Cultural Vitality

A dynamic local economy with full employment for current and future residents in a diverse range of high value industries.

A culturally rich and diverse Community with strong identities, history and sense of belonging

Delivery Program Goal:

- 1.2.1 - Facilitate the diversification of the Shire's economy and support growth of existing industry and business enterprise.
- 5.1.1 - Review, develop and maintain liveable town and village precincts.

Operational Plan Action:

- 1.1.1.4 - Collaboratively progress investment, infrastructure and industry opportunities for the Region.
- 1.2.1.3 - Progress opportunities to grow the visitor economy.
- 4.3.1.1 - Work in partnership to deliver events which support the community and attract visitors to the Shire.

Attachments: Nil

PURPOSE

To present the outcomes of the Upper Hunter Regional place brand to both Muswellbrook Shire and Upper Hunter Shire Councils.

OFFICER'S RECOMMENDATION

Council

1. Endorses the Upper Hunter Place Brand; and
2. Requests that a further report be submitted to Council regarding staged implementation of the Brand.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

The Upper Hunter Regional place brand is an external facing brand to attract visitors, support local businesses, and generate pride in local communities as our economies continue to grow and diversify. The brand guidelines were presented to Upper Hunter Country Tourism



Association on 9 April 2025, and they resolved to adopt the brand.

Following feedback, small amendments to the brand logo are being finalised. The Councils will work with key stakeholders on the launch and the staged implementation of the brand.

PREVIOUS RESOLUTIONS

At the 14 May 2024 Extra Ordinary Council Meeting, Council resolved as follows:

Council APPROVES entering into a contract with Upper Hunter Shire Council for the purpose of engaging 'For the People' to deliver a place and community brand for Muswellbrook Shire Council in partnership with Upper Hunter Shire Council.

BACKGROUND

Upper Hunter Shire Council engaged For the People to develop a place brand. Muswellbrook Shire Council subsequently joined the project to position the Upper Hunter region as a desirable business, lifestyle, and investment destination. The brand was prepared over four stages and is now complete.

REPORT

The development of a place brand is a significant progression towards repositioning the region as a desirable destination for visitors, business, and investment as well as generating community pride. The project brought the community along to embody what is unique and special about the region and each location.

The brand is external facing and can be used in a variety of ways:

- for tourism promotion and campaigns;
- Signage; and
- events merchandise, and will be available to businesses and the community to use.

The significant amount of consultation and refinement throughout the process has resulted in a sophisticated layered brand architecture which unites and is reflective of the region. It provides a strong foundation and a unique brand proposition which will assist to build destination awareness as we grow our tourism product offer.

The brand guidelines were presented to the Upper Hunter Country Tourism Association meeting on 9 April 2025. Upper Hunter Country Tourism appreciated that multiple brands in the market create confusion and dilutes the brand message and awareness of the destination. As a result, the Board resolved to adopt the brand pending both Councils' approval.

Following feedback, small amendments to the brand logo are being refined. The Councils will work with Upper Hunter Country Tourism, businesses, event organisers, and stakeholders on the launch and the staged implementation of the brand.

CONSULTATION

Councillors

General Manager

Upper Hunter Shire Council

Upper Hunter Country Tourism

Destination Sydney Surrounds North

Community members.



FINANCIAL CONSIDERATIONS

Funding for tourism related activities has been allocated through voluntary planning agreement funding.

POLICY IMPLICATIONS

Nil

STATUTORY / LEGISLATIVE IMPLICATIONS

Nil

RISK MANAGEMENT IMPLICATIONS

Nil

COMMUNITY CONSULTATION / COMMUNICATIONS

Extensive consultation with the community and key stakeholders has occurred through the development of the brand over the twelve-month development period.



11. Minutes of Committee Meetings

11.1. MACH Energy Mt Pleasant Community Funding Investment Committee - 1 April, 2025

Responsible Officer: General Manager

Author: Governance Officer

Community Strategic Plan: 6 - *Community Leadership*

Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community

Delivery Program Goal: 6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.

Operational Plan Action: 6.2.1.1 - Provide transparent reporting to the community about Council's finances.

Attachments: 1. Minutes - MACH Energy Mt Pleasant Community Funding Investment Committee - 1/04/2025 [**11.1.1** - 2 pages]

PURPOSE

To inform Council of a meeting of the MACH Energy Mt Pleasant Community Funding Investment Committee held on 1 April, 2025.

OFFICER'S RECOMMENDATION

Council NOTES the minutes of the meeting of the MACH Energy Mt Pleasant Community Funding Investment Committee held on 1 April, 2025 and ADOPTS the recommendations contained therein.

Moved: _____

Seconded: _____

REPORT

The Governance Officer reports that the MACH Energy Mt Pleasant Community Funding Investment Committee met on 1 April, 2025

The minutes of the meeting are attached for the information of the Councillors.

MINUTES OF THE MACH ENERGY MT PLEASANT COMMUNITY FUNDING INVESTMENT COMMITTEE MEETING OF THE MUSWELLBROOK SHIRE COUNCIL HELD VIA TEAMS/THE LOXTON ROOM, ADMINISTRATION CENTRE, 60-82 BRIDGE STREET, MUSWELLBROOK ON 1 APRIL 2025 COMMENCING AT 1:00PM

PRESENT: Mr D. Finnigan (General Manager), Cr J. Drayton (Mayor), Mr M. Redman and Ms L. Richards.

IN ATTENDANCE: Ms. S. Pope (Director – Planning & Environment), Mr J. Hogan (Chief Financial Officer), Mr M. Lysaught (Director - Infrastructure & Property), Ms S. Richards (Director - Community & Economy) Mr K. Hill (Manager – Events & Tourism) and Ms L. Ward (EA to the Mayor & GM).

1 Acknowledgement of Country

The Acknowledgement of Country was read by Derek Finnigan.

2 Apologies

Nil

3 Confirmation of Minutes of Previous Meeting

RECOMMENDED on the motion of Mr M. Redman and Derek Finnigan that:

The Minutes of the MACH Energy Mt Pleasant Community Funding Investment Committee Meeting held on **5 March 2024**, a copy of which has been distributed to all members, be taken as read and confirmed as a true record.

4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

Nil

5 Business Arising

Nil

6 Business

6.1 VPA Funding and Projects

RECOMMENDED on the motion of Mr M. Redman and Ms L. Richards that:

The MACH Energy Mt Pleasant Community Funding Investment Committee:

1. Notes the information contained in the report, and
2. Confirms the proposed allocation of VPA funding for 2025/2026.

6.2 Community Benefit Fund Update

RECOMMENDED on the motion of Mr M. Redman and Ms L. Richards that:

The investment committee notes the report and that further engagement will occur on the Community Benefit Fund Procedure and process to opt-in to the fund.



8 Date of Next Meeting

To be determined

9 Closure

The meeting was declared closed at 2:00pm.

.....
Mr D. Finnigan
General Manager

**11.2. BHP Mt Arthur Community Funding Investment Committee - 7 April, 2025**

Responsible Officer: General Manager

Author: Governance Officer

Community Strategic Plan: 6 - *Community Leadership*

Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community

Delivery Program Goal: 6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.

Operational Plan Action: 6.2.1.1 - Provide transparent reporting to the community about Council's finances.

Attachments: 1. Minutes - BHP Mt Arthur Community Funding Investment Committee - 7/04/2025 [**11.2.1** - 2 pages]

PURPOSE

To inform Council of a meeting of the BHP Mt Arthur Community Funding Investment Committee held on 7 April, 2025.

OFFICER'S RECOMMENDATION

Council NOTES the minutes of the meeting of the BHP Mt Arthur Community Funding Investment Committee held on 7 April, 2025 and ADOPTS the recommendations contained therein.

Moved: _____

Seconded: _____

REPORT

The Governance Officer reports that the BHP Mt Arthur Community Funding Investment Committee met on 7 April, 2025.

The minutes of the meeting are attached for the information of the Councillors.

**MINUTES OF THE BHP MT ARTHUR COMMUNITY FUNDING INVESTMENT COMMITTEE
MEETING OF THE MUSWELLBROOK SHIRE COUNCIL HELD THE SEMINAR ROOM,
MUSWELLBROOK LIBRARY, BRIDGE STREET, MUSWELLBROOK ON 7 APRIL 2025
COMMENCING AT 12:05PM**

- PRESENT** Mr D. Finnigan (General Manager), Cr J. Drayton (Mayor), Ms J. Millgate, Ms A. Walker (VC) and Mr R. Winfield (VC).
- IN ATTENDANCE:** Ms S. Richards (Director - Community & Economy), Ms S. Pope (Director – Planning & Environment), Mr M. Lysaught (Director – Infrastructure & Property), Mr J. Hogan (Chief Financial Officer (VC)), Mr K. Hill (Manager – Events & Tourism) and Ms .L Ward (EA to the Mayor & GM).

1 Acknowledgement of Country

The Acknowledgement of Country was read by Derek Finnigan

2 Apologies

Nil

3 Confirmation of Minutes of Previous Meeting

RECOMMENDED on the motion of Derek Finnigan and Ms A. Walker that:

The Minutes of the BHP Mt Arthur Community Funding Investment Committee Meeting held on 11 April 2024, a copy of which has been distributed to all members, be taken as read and confirmed as a true record.

4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

Nil

5 Business Arising

Nil

6 Business

6.1 VPA Funding and Projects

RECOMMENDED on the motion of Cr J. Drayton and Ms A. Walker that:

The BHP Mt Arthur Community Funding Investment Committee:

1. Notes the information contained in the report, and
2. Confirms the allocation of VPA funding for 2025/2026.

6.2 Community Benefit Fund Update

RECOMMENDED on the motion of Ms J. Milgate and Mr R. Winfield that:

The investment committee notes the report and that further engagement will occur on the Community Benefit Fund Procedure and process to opt-in to the fund.



7 Closed Committee

Nil

8 Date of Next Meeting

To be determined

9 Closure

The meeting was declared closed at 12:38pm.

.....
Mr D. Finnigan
General Manager



11.3. Local Traffic Committee - 8 April 2025

Responsible Officer: Director - Infrastructure & Property

Author: Traffic & Roads Status Officer

Community Strategic Plan: 5 - *Community Infrastructure*

Effective and efficient infrastructure that is appropriate to the needs of our community

Delivery Program Goal: 5.1.3 - Facilitate investment in high quality community infrastructure necessary to a Regional Centre.

Operational Plan Action: Not applicable

Attachments: 1. 20250408 - Local Traffic Committee - Minutes [**11.3.1** - 3 pages]

PURPOSE

To inform Council of a meeting of the Local Traffic Committee held on 8 April 2025.

OFFICER'S RECOMMENDATION

Council NOTES the minutes of the meeting of the Local Traffic Committee held on 8 April 2025 and ADOPTS the recommendations contained therein.

Moved: _____ **Seconded:** _____

REPORT

The Governance Officer reports that the Local Traffic Committee met on 8 April 2025.

The minutes of the meeting are attached for the information of the Councillors.

MINUTES OF THE LOCAL TRAFFIC COMMITTEE MEETING OF THE MUSWELLBROOK SHIRE COUNCIL HELD VIA TEAMS/THE WEIDMANN, ADMINISTRATION CENTRE, 60-82 BRIDGE STREET, MUSWELLBROOK ON 8 APRIL 2025 COMMENCING AT 2:00PM

PRESENT: Cr D. Marshall (Chair), Cr D. Hartley (Alt Rep), Sgt. D. Kentish (NSW Police), Sgt. J. Cassidy (NSW Police), Mr M. Kelly, Mrs K. Scholes, (MSC), Ms A. McGrath (TfNSW).

IN ATTENDANCE: Mrs I. Williams, Ms N. Butt, Mr H Vella (MSC)

1 Acknowledgement of Country

The Acknowledgement of Country was read by Cllr D. Marshall.

2 Apologies

Nil Apologies

3 Confirmation of Minutes of Previous Meeting

RECOMMENDED on the motion of Mrs K. Scholes and Sgt D Kentish that:

The Minutes of the Local Traffic Committee Meeting held on **11 March, 2025**, a copy of which has been distributed to all members, be taken as read and confirmed as a true record.

4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

No pecuniary interests declared.

5 Business Arising

Nil

6 Business

6.1 Road Closure to Conduct the Diesel, Rust and Dust Truck and Machinery Parade

Council use its delegated authority to approve the temporary closure of Ogilvie Street from Paxton Street to Palace Street, between 7:30 am and 11:30 am on Saturday, 26 April 2025 to allow the street parade of the Diesel, Rust and Dust Truck and Machinery Event in



accordance with the attached Traffic Management Plan (TMP) and in accordance with the following provisions:

- Road users must be advised of the road closure prior to the event (variable message boards 1 week prior to the event and notification in the local paper and social media 28 days prior to the event);
- Traffic management plan (prepared by suitably qualified personnel) to include a traffic guidance scheme, parking, traffic flow and access arrangements to the event, including safe pedestrian access and emergency service access;
- A letterbox drop must be undertaken to the affected residents and businesses at least 2 weeks prior to the event, notifying of the event and resident/business and arrangements for access to their properties during the event;
- All emergency services must be advised of the road closure prior to and on the morning of the event and provisions made in the TMP for access through the site if required;
- All traffic control personnel to have a current SafeWork NSW Traffic Control Work Training Card;
- Police are to be advised of the event and any relevant applications to be applied for if requested to do so;
- The event is to be covered by public liability insurance for a minimum of \$20 million coverage;
- Provisions to be made in the Traffic Management Plan for any counter terrorism threat and any other requirements advised by the NSW Police are to be followed;
- All vehicles in the parade must provide proof they are registered to legally drive on public roads;
- All vehicles in the parade must be marshalled in the regrouping area prior to the commencement of the parade;
- The event organisers are responsible for the required notifications, implementation, and compliance of the matters outlined above;
- Risk assessment plan to be provided to the NSW Police to include measures to manage parade vehicles crossing the ARTC Rail corridor should a breakdown occur on the tracks and to manage pedestrian and spectator safety during the parade and the static display; and
- Any additional requirements from TfNSW Events team given the event is likely to have an impact on the nearby State Road, with increased traffic entering and existing the township of Denman.

VOTE: UNANIMOUS SUPPORT

7 Closed Committee

Nil

GENERAL BUSINESS:

Clr Marshall requested that an investigation be undertaken in the vicinity of the walkway



between George and Brook Street as motorbikes have been using this access.

8 Date of Next Meeting

13 May, 2025

9 Closure

The meeting was declared closed at 2:30pm.

.....

Cr D. Marshall

CHAIR



11.4. State Significant Development Committee - 8 April, 2025

Responsible Officer: Director - Planning & Environment

Author: Governance Officer

Community Strategic Plan: 6 - *Community Leadership*

Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community

Delivery Program Goal: 6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.

Operational Plan Action: Not applicable

Attachments: 1. 20250408 - State Significant Development Committee - Minutes [11.4.1 - 3 pages]

PURPOSE

To inform Council of a meeting of the State Significant Development Committee held on 8 April, 2025.

OFFICER'S RECOMMENDATION

Council NOTES the minutes of the meeting of the State Significant Development Committee held on 8 April, 2025 and ADOPTS the recommendations contained therein.

Moved: _____ **Seconded:** _____

REPORT

The Governance Officer reports that the State Significant Development Committee met on 8 April, 2025.

The minutes of the meeting are attached for the information of the Councillors.

MINUTES OF THE STATE SIGNIFICANT DEVELOPMENT COMMITTEE MEETING OF THE MUSWELLBROOK SHIRE COUNCIL HELD IN THE SEMINAR ROOMS MUSWELLBROOK LIBRARY, 136 BRIDGE STREET, MUSWELLBROOK ON TUESDAY 8 APRIL 2025 COMMENCING AT 4.25PM.

PRESENT: Cr J. Drayton (Chair), Cr D. Hartley, Cr C. Bailey, Cr D. Douglas, Cr L. Dunn, Cr D. Marshall, Cr R. Scholes and Cr S. Ward.

IN ATTENDANCE: Cr A. Barry, Cr R. Mahajan, Cr M. Morris, Mr D. Finnigan (General Manager), Ms S. Pope (Director – Planning & Environment), Ms S. Richards (Director - Community & Economy), Ms T. Folpp (Environmental Planning Officer (VC)), Mrs T. Ward (Sustainability Officer), Ms K. Hamm (Manager - Governance & Risk), Ms A. Hathway (Legal Counsel), Mrs M Sandell-Hay and Ms L. Ward.

1 Acknowledgement of Country

The Acknowledgement of Country was read by Cr D. Hartley.

2 Apologies

RESOLVED on the motion of Cr A. Barry and Cr D. Hartley that:

The apology for inability to attend the meeting submitted by Cr G. McNeill be ACCEPTED.

In Favour: Cr J. Drayton, Cr D. Hartley, Cr C. Bailey, Cr D. Douglas, Cr D. Marshall, Cr L. Dunn, Cr S. Ward and Cr R. Scholes

Against: Nil

3 Confirmation of Minutes of Previous Meeting

RESOLVED on the motion of Cr D. Douglas and Cr D. Hartley that:

The Minutes of the State Significant Development Committee Meeting held on **11 March, 2025**, a copy of which has been distributed to all members, be taken as read and confirmed as a true record.

In Favour: Cr J. Drayton, Cr D. Hartley, Cr C. Bailey, Cr D. Douglas, Cr D. Marshall, Cr L. Dunn, Cr S. Ward and Cr R. Scholes

Against: Nil

4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

Nil

5 Business Arising

Nil



6 Business

6.1 Dartbrook Mine MOD8 - Council Comments on Modification Report

RESOLVED on the motion of Cr D. Douglas and Cr D. Marshall that:

The proposed submission in Attachment A be endorsed by the State Significant Development Committee.

In Favour: Cr J. Drayton, Cr D. Hartley, Cr C. Bailey, Cr D. Douglas, Cr D. Marshall, Cr L. Dunn, Cr S. Ward, Cr G. McNeill and Cr R. Scholes

Against: Nil

6.2 Activities Summary for State Significant Development and Energy Generation Projects

RESOLVED on the motion of Cr C. Bailey and Cr D. Marshall that:

The information contained in this report be noted.

In Favour: Cr J. Drayton, Cr D. Hartley, Cr C. Bailey, Cr D. Douglas, Cr D. Marshall, Cr L. Dunn, Cr S. Ward and Cr R. Scholes

Against: Nil

7 Adjournment into Closed Committee

8 Closed Committee

Nil

9 Resumption of Open Committee

10 Date of Next Meeting

13 May, 2025

11 Closure

The meeting was declared closed at 4:33pm.

.....
Mr D. Finnigan
General Manager

.....
Cr J. Drayton
Chairperson



**11.5. Dartbrook Community Funding Investment Committee - 8 April, 2025**

Responsible Officer: General Manager

Author: Governance Officer

Community Strategic Plan: 6 - *Community Leadership*

Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community

Delivery Program Goal: 6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.

Operational Plan Action: 6.2.1.1 - Provide transparent reporting to the community about Council's finances.

Attachments: 1. 20250408 - Dartbrook Community Funding Investment Committee - Minutes [**11.5.1** - 2 pages]

PURPOSE

To inform Council of a meeting of the Dartbrook Community Funding Investment Committee held on 7 April, 2025.

OFFICER'S RECOMMENDATION

Council NOTES the minutes of the meeting of the Dartbrook Community Funding Investment Committee held on 7 April, 2025 and ADOPTS the recommendations contained therein.

Moved: _____ **Seconded:** _____

REPORT

The Governance Officer reports that the Dartbrook Community Funding Investment Committee met on 7 April, 2025.

The minutes of the meeting are attached for the information of the Councillors.

**MINUTES OF THE DARTBROOK COMMUNITY FUNDING INVESTMENT COMMITTEE MEETING
OF THE MUSWELLBROOK SHIRE COUNCIL HELD VIA TEAMS/THE LOXTON ROOM,
ADMINISTRATION CENTRE, 60-82 BRIDGE STREET, MUSWELLBROOK ON 8 APRIL
2025 COMMENCING AT 1:04PM**

PRESENT: Mr D. Finnigan (General Manager), Cr J. Drayton (Mayor), Mr J. Beatty and Mr D. Sykes.

IN ATTENDANCE: Ms S. Pope (Director - Environment & Planning), Mr J. Hogan (Chief Financial Officer), Mr M. Lysaught (Director - Infrastructure & Property), Ms S. Welchman (Director - Community & Economy), Mr K. Hill (Manager - Events & Tourism) and Ms L. Ward (EA to the Mayor & GM)

1 Acknowledgement of Country

The Acknowledgement of Country was read by Derek Finnigan.

2 Apologies

Nil

3 Confirmation of Minutes of Previous Meeting

RECOMMENDED on the motion of Mr J. Beatty and Derek Finnigan that:

The Minutes of the Dartbrook Community Funding Investment Committee Meeting held on 12 March 2024, a copy of which has been distributed to all members, be taken as read and confirmed as a true record.

4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

Nil

5 Business Arising

Nil

6 Business

6.1 Community Benefit Fund Update

RECOMMENDED on the motion of Mr J. Beatty and Mr D. Sykes that:

The Dartbrook Community Funding Investment Committee notes the report and that further engagement will occur on the Community Benefit Fund Procedure and process to opt-in to the Fund.

6.2 VPA Funding and Projects

RECOMMENDED on the motion of Mr J. Beatty and Mr D. Sykes that:

The Dartbrook Community Funding Investment Committee:

1. Notes the information contained in the report, and
2. Confirms the allocation of VPA funding for 2025/26.



8 Date of Next Meeting

To be Determined

9 Closure

The meeting was declared closed at 1:33pm.

.....
Mr D. Finnigan
General Manager



11.6. Malabar Community Funding Investment Committee - 8 April, 2025

Responsible Officer: General Manager

Author: Governance Officer

Community Strategic Plan: 6 - *Community Leadership*

Collaborative and responsive leadership that meets the expectations and anticipates the needs of the community

Delivery Program Goal: 6.2.1 - Maintain a strong focus on financial discipline to enable Council to properly respond to the needs of the communities it serves.

Operational Plan Action: 6.2.1.1 - Provide transparent reporting to the community about Council's finances.

Attachments: 1. 20250408 - Malabar Community Funding Investment Committee - Minutes [**11.6.1** - 2 pages]

PURPOSE

To inform Council of a meeting of the Malabar Community Funding Investment Committee held on 8 April, 2025.

OFFICER'S RECOMMENDATION

Council NOTES the minutes of the meeting of the Malabar Community Funding Investment Committee held on 8 April, 2025 and ADOPTS the recommendations contained therein.

Moved: _____ **Seconded:** _____

REPORT

The Governance Officer reports that the Malabar Community Funding Investment Committee met on 8 April, 2025.

The minutes of the meeting are attached for the information of the Councillors.

MINUTES OF THE MALABAR COMMUNITY FUNDING INVESTMENT COMMITTEE MEETING OF THE MUSWELLBROOK SHIRE COUNCIL HELD VIA TEAMS/THE LOXTON ROOM, ADMINISTRATION CENTRE, 60-82 BRIDGE STREET, MUSWELLBROOK ON 8 APRIL 2025 COMMENCING AT 9am.

PRESENT: Mr D. Finnigan (General Manager), Cr J. Drayton (Mayor), Ms D. Tiananga and Ms T. Rutter.

IN ATTENDANCE: Ms S. Pope (Director - Environment & Planning Services), Mr J. Hogan (Chief Financial Officer), Mr M. Lysaught (Director - Infrastructure & Property), Ms S. Richards (Director - Community & Economy) and Ms. L Ward (EA to the Mayor & GM).

1 Acknowledgement of Country

The Acknowledgement of Country was read by Mr. D. Finnigan.

2 Apologies

RECOMMENDED on the motion of Derek Finnigan and Ms D. Tiananga that:

The apology for inability to attend the meeting submitted by Mr R. Haze be accepted.

3 Confirmation of Minutes of Previous Meeting

RECOMMENDED on the motion of Derek Finnigan and Ms D. Tiananga that:

The Minutes of the Malabar Community Funding Investment Committee Meeting held on **4 March 2024**, a copy of which has been distributed to all members, be taken as read and confirmed as a true record.

4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

Nil

5 Business Arising

Nil

6 Business

6.1 VPA Funding and Projects

RECOMMENDED on the motion of Ms D. Tiananga and Ms T. Rutter that:

The Malabar Community Funding Investment Committee:

1. Notes the information contained in the report, and
2. Confirms the allocation of VPA funding for 2025/2026.



COMMUNITY AND ECONOMY COMMITTEE MINUTES

6.2 Community Benefit Fund Update

RESOLVED on the motion of Ms D. Tiananga and Ms T. Rutter that:

The Malabar Community Funding Investment Committee notes the report and that further engagement will occur on the Community Benefit Fund Procedure and process to opt-in to the fund.

7 Closed Committee

Nil

8 Date of Next Meeting

To be determined

9 Closure

The meeting was declared closed at 9:15am

.....
Mr D. Finnigan
Chair



12. Notices of Motion

Nil

13. Councillors Reports

14. Written Questions

Nil

15. Questions for Next Meeting

16. Adjournment into Closed Council

In accordance with the Local Government Act 1993, and the Local Government (General) Regulation 2005, business of a kind referred to in Section 10A(2) of the Act should be dealt with in a Confidential Session of the Council meeting closed to the press and public.

17. Closed Council

RECOMMENDATION

Council adjourn into Closed Session and members of the press and public be excluded from the meeting of the Closed Session, and access to the correspondence and reports relating to the items considered during the course of the Closed Session be withheld unless declassified by separate resolution. This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:

Moved: _____ Seconded: _____

17.1. Refinancing Loan - Future Fund

This report is CONFIDENTIAL under the provisions of Section 10A(2)(c) of the Local Government Act 1993, as it relates to information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.

Council considers that discussion of the matter in an open meeting would be, on balance, contrary to the public interest.



17.2. Richmond Grove Road

This report is CONFIDENTIAL under the provisions of Section 10A(2)(d) of the Local Government Act 1993, as it relates to commercial information of a confidential nature that would, if disclosed: (i) prejudice the commercial position of the person who supplied it, or (ii) confer a commercial advantage on a competitor of the council, or (iii) reveal a trade secret.

Council considers that discussion of the matter in an open meeting would be, on balance, contrary to the public interest.

17.3. Road Closure and Works Deed

This report is CONFIDENTIAL under the provisions of Section 10A(2)(d) of the Local Government Act 1993, as it relates to commercial information of a confidential nature that would, if disclosed: (i) prejudice the commercial position of the person who supplied it, or (ii) confer a commercial advantage on a competitor of the council, or (iii) reveal a trade secret.

Council considers that discussion of the matter in an open meeting would be, on balance, contrary to the public interest.

18. Resumption of Open Council

The meeting return to Open Council.

19. Closure

Date of Next Meeting: 27 May, 2025