

Ordinary Council Meeting

Business Paper

Tuesday 24 June 2025



MUSWELLBROOK SHIRE COUNCIL

P.O Box 122
MUSWELLBROOK
18 June, 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 24 June 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.



Order of Business

1. Applications for Attendance via Audio Visual Link.....	7
2. Acknowledgement of Country.....	7
3. Civic Prayer	7
4. Apologies and Applications for a Leave of Absence.....	7
5. Confirmation of Minutes.....	7
6. Disclosure of any Pecuniary or Non-Pecuniary Interests	7
7. Mayoral Minute	7
8. Public Participation.....	7
9. Business Arising (From Previous Meetings).....	7
10. Business (Specific Reports)	8
10.1. Planning and Environment.....	8
10.1.1. Development Application 2024-92 - Change of use to Place of Public Worship - 75 Bridge Street, Muswellbrook.....	8
10.1.2. Draft Temporary Workforce Accommodation Policy for Public Exhibition	49
10.1.3. Major Landcare Projects Outcomes	59
10.1.4. Monthly Report to Council - Planning, Environment and Regulatory Services.....	62
10.2. Corporate Services.....	75
10.2.1. Draft Procurement Policy for Adoption	75
10.2.2. Delivery Program 2025 - 2029.....	102
10.2.3. Resourcing Strategy 2025 - 2029	126
10.2.4. Operational Plan, Budget Estimates, Revenue Policy, Fees and Charges 2025- 2026	192
10.2.5. Rating Categories and Sub-Categories	348
10.2.6. 2025-2026 Making of the Rates and Annual Charges	352
10.3. Infrastructure and Property	360
10.3.1. Maitland Street Public Footpath - Sign Documents under the Seal of Council	360
10.3.2. Proposed Crown Roads Closure	368
10.3.3. Muswellbrook Golf Course Lease.....	373
10.3.4. Victoria Park - Telstra Lease.....	435
10.3.5. Future Fund Policy Review and Committee Terms of Reference.....	468
10.3.6. Capital Expenditure Review – Olympic Park Precinct Upgrade – Revision 2025	485



10.4. Community and Economy.....	489
10.4.1. Innovation Seminar and Challenge.....	489
10.4.2. Community Benefit Fund Procedure.....	493
10.4.3. Council Grant and Community Engagement Update	503
11. Minutes of Committee Meetings.....	508
11.1. Muswellbrook Sport and Recreation Committee Meeting Minutes - 3 June 2025	508
11.2. State Significant Development Committee - 10 June 2025	512
11.3. Infrastructure and Property Committee Meeting - 10 June 2025	516
11.4. Finance and Governance Committee - 12 June, 2025	521
11.5. Denman Sport and Recreation Committee Meeting - 12 June 2025	525
12. Notices of Motion	530
13. Councillors Reports.....	530
14. Written Questions	530
15. Questions for Next Meeting.....	530
16. Adjournment into Closed Council.....	530
17. Closed Council.....	530
17.1. Regional Entertainment Conference Centre.....	530
17.2. REGPRO042526 - Regional Procurement Tender for Supply of Traffic and Safety Signage.....	531
17.3. 2023-2024-0591A - Tender Assessment - Construction of Footpath and Laneway - Bridge Street, Muswellbrook	531
17.4. 2024-2025-0657 - Tender Assessment - Muswellbrook Water Treatment Plant - Filter Refurbishment Works	531
17.5. Bushfire Protection Zones – Sunline Street, Muswellbrook	531
17.6. Future Fund Projects	532
18. Resumption of Open Council	532
19. Closure	532



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 on 27 May, 2025

RECOMMENDATION

The Minutes of the Ordinary Council Meeting held on **27 May, 2025**, a copy of which has 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)

Nil



10. Business (Specific Reports)

10.1. Planning and Environment

10.1.1. Development Application 2024-92 - Change of use to Place of Public Worship - 75 Bridge Street, Muswellbrook

Responsible Officer:	Director - Planning & Environment
Author:	Senior Land Use Planner
Community Strategic Plan	<i>2 - Social Equity and Inclusion</i> An inclusive and interconnected community where everyone enjoys full participation
Delivery Program:	4.4.1 - Support the conservation and restoration of the Shire's heritage items.
Attachments:	<ol style="list-style-type: none">1. Attachment A - DA 2024-92 Section 4.15 Assessment Report [10.1.1.1 - 16 pages]2. Attachment B - DA 2024-92 - Recommended Conditions [10.1.1.2 - 8 pages]3. Attachment C - DA 2024-92 - Plans [10.1.1.3 - 11 pages]4. Attachment D - DA 2024-92 - Short fall in Car Parking justification [10.1.1.4 - 2 pages]

APPLICATION DETAILS

Applicant:	Mr L Giles
Owner:	Christian Outreach Centre
Proposal:	Change of use - Place of Public worship and minor works
Location:	Lot 1 DP 558793 - 75 Bridge Street, Muswellbrook
Permissibility:	The proposed development is permissible as a Change of Use to Place of Public worship within the E2 Commercial centre zone under the Muswellbrook Local Environmental Plan 2009

PURPOSE

The report has been prepared to assist Council in the Determination of DA 2024-92 involving Change of use to a Place of Public worship with building works at 75 Bridge Street, Muswellbrook (Lot 1 DP 558793).

The development application has been reported to Council for determination as the proposed development seeks a notable variation to the off-street car parking required under Muswellbrook DCP 2009.



OFFICER'S RECOMMENDATION

Council approves Development Application 2024-92, for a Change of use to Place of Public worship and building works at Lot 1 DP 558793, 75 Bridge Street, Muswellbrook, subject to the conditions in Appendix B of the report.

Moved: _____ **Seconded:** _____

DESCRIPTION OF THE PROPOSED DEVELOPMENT

The subject site is Lot 1 DP 558793, 75 Bridge Street, Muswellbrook. Pedestrian access only is provided to the site off Bridge Street. The site contains an existing building which has been used as a masonic lodge in the past. There is no vehicular access to the rear of the site.

The site is listed as a local heritage item. A Statement of Heritage Impact was submitted with the application and heritage related matters were referred to Council's Heritage Advisor for consideration.



Aerial Photo of Site.

The proposal involves the change of use of the upper floor of the building to a Place of Public Worship and building with minor works to facilitate this outcome. The works include modification to the foyer, installation of a lift and accessible toilet, and new stairs.

The applicant has provided the following information in relation to the proposed use of the new upper level floor area of the premises:

- Church services would be held on Sundays between 2pm and 3.30pm. The services will be attended by approximately 40 people with a maximum of 90.
- Men's group – last Friday of the month between 6.30 p.m. and 8.30pm with the possible expansion to fortnightly. The Men's Group would have approximately 10 attendees.
- Ladies group – held on alternate weeks to the Men's group with approximately 10 attendees.
- Worship practice – each Wednesday between 3.30 and 5pm with approximately 5 attendees.
- Bible Study to be held on Sundays from 4pm to 5pm with approximately 10 attendees



The application indicates that the site will not be used for weddings or funerals.

The existing ground floor shop would continue to operate in accordance with DA 2023-35.

ASSESSMENT SUMMARY

Council officers have assessed the proposal under Section 4.15 of the Environmental Planning and Assessment Act 1979 (see Attachment A). Key Section findings are:

- The proposed development complies with the relevant provisions of the Muswellbrook Local Environmental Plan 2009 (MLEP 2009).
- The proposed development would be compatible with relevant State Environmental Planning Policies.
- Council's Heritage Advisor is satisfied that the proposed development appropriately responds to and respects the building's heritage significance and may be supported from a heritage impact perspective.
- A BCA Report and Access Report were provided in relation to the proposed development. A building upgrade is required to meet Fire Safety and Accessibility in accordance with Section 64 of the *Environmental Planning and Assessment Regulation 2021*.
- The proposed development does not achieve the minimum rates of off-street parking required by MDCP 2009. Under the DCP the proposal would require a total of 13 off-street parking spaces. Council Officers recommend that Council support the variation of the off-street parking development standard in this instance for these reasons:
 - The proposed development involves an adaptive reuse of a locally significant heritage item.
 - The opportunity for any off-street car parking to be provided is severely limited by the building footprint and lack of any legal means of vehicular access to the rear part of the site.
 - Any alternate use or development for the site, which also retained the Local Listed Heritage item, would almost certainly be unable to provide adequate off-street parking to address the DCP off-street car parking requirements.
 - The Muswellbrook Masonic Hall historically operated for a long period with no off-street car parking.
 - The Church will mostly function outside core business hours when off-street parking, and parking in nearby public areas, will be available.
 - Weddings and funerals will not occur at the premises. This restriction is included in the recommended conditions of consent.
 - The details provided suggest services will have a typical congregation of 40 and maximum cap of 90 persons, and will take place on weekends outside core business hours. These numbers are included in the recommended conditions of consent.

As a summary, Council Officers consider that the proposal may be supported with the variation to required parking. Apart from off-street car parking, the proposed development is consistent with other provisions of the Muswellbrook Development Control Plan.

The proposed development is not considered to give rise to any significant adverse environmental impacts. The proposed development is considered to be generally compatible with the public interest.



PUBLIC CONSULTATION

The Application was notified to adjoining owners from 6 February to 20 February 2025. A notice was also placed on Council's website and Facebook page at the commencement of the notification period.

No submissions were received during the notification period.

CONCLUSION

The proposed development has been assessed against the relevant heads of consideration of Section 4.15 of the Environmental Planning and Assessment Act 1979. It is recommended that the application be approved subject to conditions of consent.

Extended
DEVELOPMENT ASSESSMENT REPORT

Attached: Site Plan

REPORT TO: **COUNCIL**

ADDRESS:	LOT 1 DP 558793 75 Bridge Street MUSWELLBROOK 2333
APPLICATION No:	2024/92 PAN-499930
PROPOSAL:	Change of use - Place of Public Worship and Minor Works
OWNER:	Christian Outreach Centre
APPLICANT:	Mr L Giles 53 Dangar Street Wallsend NSW 2287
AUTHOR:	Donna Watson
DATE LODGED:	20/01/2025
DATE OF REPORT:	13 June 2025

1. RECOMMENDATION

It is recommended that development consent be granted to DA 2024-92 for Change of use - Place of Public Worship and Minor Works subject to the recommended conditions of consent.

2. SITE LOCALITY AND DESCRIPTION

The Site is Lot 1 DP 558793, 75 Bridge Street MUSWELLBROOK. Pedestrian access only, is provided to the site off Bridge Street. The site contains an existing building which has been used as a masonic lodge in the past. There is no vehicle access to the rear of the site, which can be seen below.



Figure 1. – Site Aerial Image (Source: Spectrum)

Flood Prone Land	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Bushfire Prone Land	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Terrestrial Vegetation	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Heritage Conservation Item	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Heritage Conservation Zone	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Contaminated Land	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Mine Subsidence	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Classified Road Frontage	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Council Infrastructure within Site	YES <input type="checkbox"/> NO <input type="checkbox"/>

3. SITE INSPECTION

A site inspection was carried out on 27 February 2025. Below are photos of the site;



Figure 2 - existing front windows on Bridge Street.



Figure 3 - ramp off Bridge Street. Potentially will need to be regraded to comply with accessible requirements.



Figure 4 - side access to the Food bank.



Figure 5 - front foyer / entrance. To the left will be the accessible toilet. To the right will be the lift. Black and white tiled area to be raised to the same level as the timber flooring.



Figure 6 - location of disable toilet



Figure 7 - under stair storage. Will need to be fire rated.



Figure 8 - Stairs. Carpet will need to be removed.



Figure 9 - mezzanine area. Suggested to remove otherwise they will need to upgrade to comply with BCA.



Figure 10 - proposed location of lift



Figure 11 – Proposed Place of Worship



Figure 12 - air vents in the roof.

4. SECTION 88B AND DEPOSITED PLAN

The Deposited Plan does not show any registered easements.

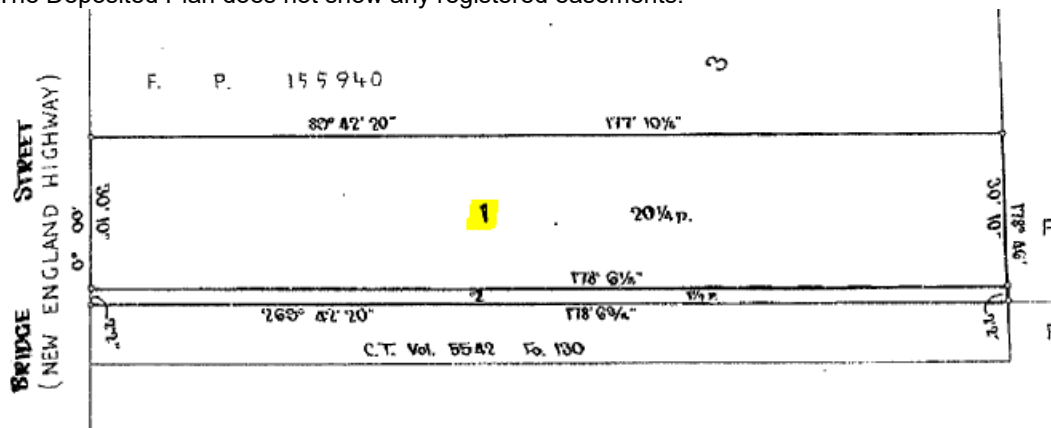


Figure 13 – Extract from Deposited Plan

5. DESCRIPTION OF PROPOSAL

- The proposal involves the change of use of the upper floor of the building to a Place of Public Worship and building with minor works to facilitate this outcome. The works include modification to the foyer, installation of a lift and accessible toilet, and new stairs.

- The applicant has provided the following information in relation to the proposed use of the new upper level floor area of the premises:
- Church services would be held on Sundays between 2pm and 3.30pm. The services will be attended by approximately 40 people with a maximum of 90.
- Men's group – last Friday of the month between 6.30 and 8.30pm with the possible expansion to fortnightly. The Men's Group would have approximately 10 attendees.
- Ladies group – held on alternate weeks to the Men's group with approximately 10 attendees
- Worship practice – each Wednesday between 3.30 and 5pm with approximately 5 attendees
- Bible Study to be held on Sunday's from 4pm to 5pm with approximately 10 attendees

The application indicates that site will not be used for weddings or funerals.

The existing ground floor shop would continue to operate in accordance with DA 2023-35.

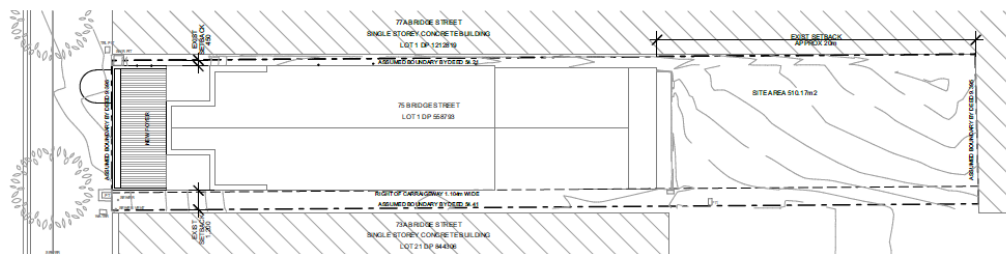


Figure 142. – Site Plan (Source: Applicant)

Notification Required	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Notification Dates	6 – 20 February 2025
Number of Submissions	0
Standard Local Development	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Regionally Significant Development	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Designated Development	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Integrated Development	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

6. RELEVANT HISTORY

A search of Council's records found one previous approval for a change of use to allow the ground floor to be used as a food bank (DA 2023-35).

The applicant has indicated that the food bank component will continue to operate in conjunction with the place of public worship.

7. REFERRAL COMMENTS

Internal Comments	
Building Surveyor	Satisfactory: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Heritage Advisor	Satisfactory: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
External Comments	No external referrals were required.

8. ASSESSMENT - Section 4.15 Matters for Consideration

This report provides an assessment of the material presented in the Application against the relevant State and local planning legislation and policy.

Section 4.15(1)(a)(i) The provisions of any Environmental Planning Instrument (EPI)

A. Muswellbrook Local Environmental Plan 2009 (MLEP 2009)

Relevant Clauses applicable under the Muswellbrook Local Environmental Plan 2009 are:

Part 2 Permitted or prohibited development

Land use Zone	E2 Commercial Centre
Proposed Use	Change of use to Place of Public Worship
Permissibility	Permitted with Consent
Zone Objective	Complies with Objective

The objectives under the E2 Commercial Centre Zone are as follows:

- *To strengthen the role of the commercial centre as the centre of business, retail, community and cultural activity.*
- *To encourage investment in commercial development that generates employment opportunities and economic growth.*
- *To encourage development that has a high level of accessibility and amenity, particularly for pedestrians.*
- *To enable residential development only if it is consistent with the Council's strategic planning for residential development in the area.*
- *To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.*
- *To maintain the status and encourage the future growth of the existing Muswellbrook business centre as a retail, service, commercial and administrative centre while maintaining the centre's compact form.*
- *To maintain the heritage character and values of the business centre of Muswellbrook.*
- *To support business development by providing parking and other civic facilities.*

The proposed development is not contrary to the objectives under the E2 Commercial Centre Zone.

Part 5 Miscellaneous Provisions

Relevant Clause	Compliance
5.10 Heritage Conservation	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA</p> <p>The application was referred to Council's Heritage Advisor for consideration and comment.</p> <p>They have advised that the continuing use of the premise for public worship is good outcome in heritage terms.</p> <p>The alteration at the front facade appears to be a change completed within 15 years of the building first opening. The face brick additions seen at first floor should be retained and</p>

	<p>conserved, including the render mouldings and window openings.</p> <p>The heritage advisor provided some suggested changes; the applicant has amended plans in line with the heritage advisor's suggestions.</p>
--	---

B. State Environmental Planning Policies Relevant to Muswellbrook Shire

SEPP (Resilience and Hazards (2021))
<p>Satisfactory: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p> <p>Chapter 4 Remediation of Land</p> <p>Council Officers are unaware of any activities which have been carried out on the site that are likely to have caused the contamination of the land. No visual evidence of any contamination was observed by Council Officers during an inspection of the site. Furthermore, there are no known previous investigations regarding contamination on the subject land or land use restrictions issued by the EPA. The site has historically been used as a commercial property, which is unlikely to have any significant contamination.</p> <p>It is therefore considered that the site is unlikely to be affected by contamination requiring remediation in accordance with the SEPP.</p>
SEPP (Transport and Infrastructure) 2021
<p>Satisfactory: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA</p> <p>Chapter 2 Infrastructure</p> <p>The proposed development application does not involve any such development as outlined under part 2.3 of this SEPP and therefore does not need to be considered further.</p>


Section 4.15(1)(a)(ii) the provisions of any draft EPI.

There are no draft EPIs relevant to the subject Application.

Section 4.15(1)(a)(iii) the provisions of any development control plan

Muswellbrook DCP 2009

Section 3 Site Analysis	
Satisfactory: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
A site and other relevant documentation has been provided with the application.	
Section 9 - Local Centre Development	
Satisfactory: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
9.1 Built Form	
<i>Building Design</i>	The building is existing and there will be no change to the overall footprint and / or height of the building. The development will be slightly altering the front façade of the building, however, this is minor work.
<i>Building Height</i>	
<i>Setbacks</i>	
9.2 Urban Landscape	
<i>Landscaping</i>	Not applicable as the building is existing.

<i>Car Parking</i>	<p>The building is existing and has no rear access off Bridge Street. There is rear access via adjoining properties, however, no legal access has been arranged with these land owners.</p> <p>Refer to further discussion under Section 16.</p>
<i>Outdoor Eating Areas</i>	Not applicable
<i>Signage and Advertising</i>	The development will be proposing new signage above the awning over the entrance. The sign will have an area of 1.5m ² (2m wide x 0.6m high)
Section 14 Outdoor Signage	
<i>Satisfactory:</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
<i>14.2.1 Design, scale and size</i>	The applicant has not provided any details on the wording of the proposed sign. This information will need to be submitted with the construction certificate. The sign will have an area of 1.5m ² and is consistent in size to adjoining properties.
<i>14.2.2 Location</i>	The applicant is proposing the sign to be placed above the awning over the main entrance.
<i>14.2.3 Restrictions</i>	<p>The proposed sign is not considered to be “under awning” signage as the signage will be attached above an awning. Therefore, not restricted to the controls specified.</p> <p>However, the sign will be 2m in length and 600mm high giving an area of 1.5m²</p>
<i>14.2.4 Inappropriate forms</i>	<p>Under this chapter of the DCP, above awning signs are not considered to be appropriate. The development is proposing a small slim line awning to be constructed over the new entrance. The location of the proposed signage will be above this awning and flush with the wall.</p> 
<i>14.2.5 Content</i>	The content of the signage will be directly related to the use on site.
<i>14.2.6 Pedestrian and road safety</i>	The signage will not be illuminated or moving, hence, no distraction to the travelling public
<i>14.2.7 Signs on Heritage items and in conservation areas</i>	The application was referred to Council’s Heritage Advisor for consideration and comment. There was no objection raised to the location of the proposed signage.
<i>14.2.8</i>	The signage is not proposed to be illuminated. A condition will be imposed on the

<i>Illuminated signs</i>	consent restricting illumination.
<i>14.2.9 Roof or sky advertisements</i>	Not applicable
<i>14.2.10 Wall Signs</i>	The proposed sign is a wall (above awning) sign and is not more than 10% of the wall elevation in area. The sign will not protrude more than 300mm from the wall and will be the only business identification sign on the property.
<i>14.2.11 Special promotional advertisement</i>	Not applicable
<i>14.2.12 Signage to assist disabled access</i>	Not applicable
<i>14.2.13 New technologies</i>	Not proposed.
<i>14.2.14 A-frame signs</i>	None proposed.
Section 15 Heritage Conservation	
Satisfactory: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	
<p>The site contains a local heritage item and is within a heritage conservation area. The development application included a Statement of Heritage Impact which was referred to Council's Heritage Advisor for consideration and comment.</p> <p>Continued use of the premise for a place of public worship is a good outcome in heritage terms.</p> <p>The front facade appears to have been changed within 15 years of the building first opening. The face brick additions seen at first floor should be retained and conserved, including the render mouldings and window openings.</p> <p>The heritage advisor provided some suggested changes to the original DA plans, which were referred to the applicant for their consideration. As a result, amended plans were submitted in line with the heritage advisor's suggestion.</p>	
Section 16 Car Parking and Access	
Satisfactory: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA	
<p>The proposed development is defined as a "Place of Public Worship". Under this section of the DCP, the carparking requirement is:</p> <p>1 space per 10 fixed seats OR 1 space per 10m² of gross floor area if seats not affixed WHICHEVER IS THE GREATER</p> <p>The development will not have any fixed seats. In this regard the gross floor area is 126m², which will require 12.6 carparking spaces (rounded up to 13).</p> <p>The site does not have direct access to the rear portion of the site from Bridge Street. The rear of the site can be accessed over adjoining properties, however, there is no legal access / Right of Carriageway over the adjoining land. In this regard, the rear portion of the site cannot be physically used for carparking.</p>	



The building was built in 1888 and used as a Masonic Lodge until recently. The previous use did not have any off street car parking available and utilised on street parking and other parking options in the vicinity.

The application is for a change of use to a place of public worship. From the information provided by the applicant, the building will primarily be used in off-peak times and there will be no change to the useable space / footprint of the building.

In this regard, it can be considered that there is a historical shortfall of carparking spaces for the site. Council is unaware of the number of attendees at the site when the premises was used as a masonic lodge. Without this figure, it is hard to calculate what the carparking requirements would be for the former use.

However, the proposed change of use does not greatly differ to the previous use. A search of Council's records could not locate any complaints regarding carparking for the masonic lodge. In this regard, based on the times the building will be occupied and the number of attendees, Council staff support the variation to the carparking requirements under this chapter of the DCP.

Key considerations in arriving at this conclusion include:

- The proposed development involves an adaptive reuse of a locally significant heritage item.
- The opportunity for any off-street car parking to be provided is limited by the building footprint and lack of any legal means of vehicle access to the rear part of the site (the rear of the site lacks a sufficient area to provide any substantive car parking were the access issue to be resolved).
- Any alternate use or development for the site which also retained the Local Listed Heritage item would also be unable to provide adequate off-street parking to address the DCP off-street car parking requirements.
- The building subject to this application is the Muswellbrook Masonic Hall. The Masonic Hall operated at this location for a long period with no off-street car parking.
- The patronage of the Masonic Halls use for gatherings and events would not have been significantly different to the patronage proposed by this place of public worship application, which seeks to utilise the site for small congregations only and outside core CBD business hours.

- Weddings and funerals will not occur on the premises. This is proposed to be reinforced by a condition of consent if approved.
- Services will have a typical congregation of 40 and maximum cap of 90 people and occur on weekends outside core business hours. Where approved, this will be reinforced through recommended conditions of consent.

Section 25 – Stormwater Management

Satisfactory: ☒ Yes ☐ No ☐ Not Applicable

There will be no change to the existing stormwater drainage of the existing building.

Section 4.15(1)(a)(iia) the provisions of any planning agreement

There are no planning agreements relevant to the subject Application.

Section 4.15(1)(a)(iv) the provisions of the regulations

Division 8A of the Environmental Planning and Assessment Regulation 2000 applies to the development.

Development Contributions

The cost of works for the proposed development is \$100,000.00. As the development cost is not greater than \$100,000, no developer contribution is payable.

Section 4.15(1)(a)(v) the provisions of any coastal zone management plan

Not applicable - The Application does not relate to a coastal area.

Section 4.15(1)(b) the likely impacts of that development

Context and Setting

The building is existing. The applicant is proposing a minor change to the front façade which will improve the streetscape.

Built Form

The development is proposing to change the front façade by introducing five new arched windows to match the windows on the first floor. There will be a new door with a hooded awning above. The front façade will also be returned to red bricks to match the original. Council's heritage advisor was supportive of these changes.

Access, Transport and Traffic

Refer to discussion under Section 16 of the DCP

Utilities

The building is connected to services.

Heritage

The site is listed as a Local Heritage item under the Muswellbrook Local Environmental Plan 2009. Council's heritage advisor raised no objections to the development and suggested some minor changes to the plans. The applicant submitted amended plans to reflect the heritage advisor's comments.

Waste

The application included a Waste Management Plan which identifies the potential waste and the disposal method. This document has been reviewed and considered to be acceptable for the development.

Technological Hazards

The site is not located within a mine subsidence area, flood prone or contaminated.

Construction

The development will be required to carry out construction in accordance with the Building Code of Australia. Conditions have been recommended from Council's Building Surveyor.

Cumulative Impacts

The proposed development is not expected to have a significant negative impact on the site, locality, or nearby residents.

Section 4.15(1)(c) the suitability of the site for the development

The proposed development is compatible with surrounding land uses and site characteristics, subject to consent conditions.

Section 4.15(1)(d) any submissions made

The Application was notified to adjoining owners from 6 February to 20 February 2025. A notice was also placed on Council's website and Facebook page at the commencement of the notification period. No submissions were received during the notification period.

Section 4.15(1)(e) the public interest.

It is considered that the proposal is in the public interest.

9. CONCLUSION

The proposed development has been assessed against the relevant heads of consideration of Section 4.15 of the Environmental Planning and Assessment Act 1979. As outlined above it is considered that the proposed development would be in accordance with the relevant planning provisions, apart from the requirement for carparking spaces.

Accordingly, it is recommended the application be approved subject to conditions of consent.

General Conditions

1. Approved Plans and Supporting Documents

Development must be carried out in accordance with the following approved plans and supporting documentation (stamped by Council), except where the conditions of this consent expressly require otherwise.

Plan. No.	Rev. No.	Plan Title.	Drawn by.	Dated.
DA01	1	Cover Page	Maxwell & Page	21 November 2024
DA02	1	Site and Stormwater Plan	Maxwell & Page	21 November 2024
DA03	1	Demolition Plan	Maxwell & Page	21 November 2024
DA04	1	Ground Floor Plan	Maxwell & Page	21 November 2024
DA05	2	First Floor Plan	Maxwell & Page	8 April 2025
DA06	2	West (Bridge Street) elevation	Maxwell & Page	8 April 2025
DA07	2	South Elevation	Maxwell & Page	8 April 2025
DA08	2	North Elevation	Maxwell & Page	8 April 2025
DA09	1	East Elevation	Maxwell & Page	21 November 2024
DA10	1	Section A	Maxwell & Page	21 November 2024

Document Title.	Ver. No.	Prepared By.	Dated.
Statement of Environmental Effects	2	Giles Planning	20 December 2024
Statement of Heritage Impact	2	Contemporary Heritage	20 December 2024
Site Waste Minimisation and Management Plan		Giles Planning	20 December 2024
BCA Compliance Assessment		Surescope Building Certifiers	Undated
DA Access Report		Accessed	19 December 2024
Off-street Car Parking Add info response		Giles Planning	14 April 2025

In the event of any inconsistency between the approved plans and the supporting documentation, the approved plans prevail. In the event of any inconsistency between the approved plans and a condition of this consent, the condition prevails.

Note: an inconsistency occurs between an approved plan and supporting documentation or between an approved plan and a condition when it is not possible to comply with both at the relevant time.

Condition reason: To ensure all parties are aware of the approved plans and supporting documentation that applies to the development.

2. Building Code of Australia

All building work must be carried out in accordance with the provisions of the Building Code of Australia.

Condition reason: Prescribed condition under section 69 of the *Environmental Planning and Assessment Regulation 2021*.

3. Limit to demolition Works

Alterations to, and demolition of the existing building shall be limited to that documented on the approved plans. No approval is given or implied for removal and / or rebuilding of any portion of the existing building which is shown to be retained

Condition reason: To ensure that unapproved structures are not demolished.

4. Carrying out Demolition Work

Any demolition work is to be carried out in accordance with the relevant provisions of *Australian Standard 2601:2001: Demolition of Structures*

Condition reason: To ensure that demolition work is carried out in accordance with the Australian Standards.

5. Access to Premises Standard

The building shall comply with the requirements of the *Commonwealth Disability (Access to Premise Standard) 2010*.

Condition reason: To ensure the development complies with the requirements of *Commonwealth Disability (Access to Premise Standard) 2010*.

Before issue of a Construction Certificate

6. Construction Certificate Requirement

No works shall commence on-site until a Construction Certificate has been issued for either part or all of the works to be undertaken. If a Construction Certificate is issued for part of the approved works, it must relate to all works being undertaken.

Note: a construction certificate issued by an Accredited Certifying Authority must be provided to Council at least 48 hours prior to the commencement of any earthworks, engineering or building work on the site.

Condition reason: Prescribed condition under Clause 6.7 of the *Environmental Planning and Assessment Act 1979*.

7. Fire Safety - Clause 64 Considerations

Pursuant to Section 64 of the Environmental Planning & Assessment Regulation 2021, as detailed in the BCA compliance report prepared by Surescope Building Certifiers (Scott O'Donohue BDC 1713), the following items must be addressed as part of the construction certificate application, with any upgrade works completed prior to an occupation certificate being issued. Any proposed upgrades must have regard for the heritage impact statement approved as part of this consent:

- a) A review of arrangements for egress from the first floor is to be undertaken to ensure occupants evacuate safely, with sufficient exits being provided, adequate widths of paths of travel, adequate widths through doorways, and connection to a public road, appropriate to D1P2, D1P4, D1P6 and E2P2 of the BCA.
- b) Existing stairway is to be upgraded to provide safe movement and adequate egress in the building appropriate to D1P2, D1P4 and E2P2 of the BCA.
- c) Ceiling heights in the existing stairway are to be reviewed to ensure it is sufficient to not interfere with the function of the space and to ensure conditions remain tenable during evacuation, appropriate to F5P1 and E2P2 of the BCA.
- d) Existing required balustrades and handrails are to be upgraded appropriate to D1P2, D1P3 and E2P2 of the BCA.
- e) The existing ceiling/floor separating the ground floor from the first floor must be reviewed and upgraded appropriate to C1P1, C1P2 and C1P4 of the BCA.

- f) A review of the existing wall and floor linings in the building is to be undertaken to ensure fire spread is resisted to limit the production of smoke, heat and toxic gases appropriate to C1P4 and E2P2 of the BCA.
- g) Exit signage and directional signs are to be provided to facilitate evacuation appropriate to E4P2 of the BCA.
- h) Emergency lighting is to be provided to ensure a safe level of illumination during an emergency appropriate to E4P1 of the BCA.
- i) Portable fire extinguishers must be provided to cover the classification of fire risks throughout the building in accordance with AS2444-2001 and E1D14 of the BCA.

Condition reason: Requirement under Clause 64 of the *EP&A Regulation 2021*.

8. Accessibility - Access

Accessible access is to be provided to and within the entire building. Consideration must be given to the means of dignified and equitable access from public places to adjacent buildings, to other areas within the building and to footpath and roads. Accessible access shall be clearly shown on the plans submitted to the Certifying Authority for approval with the Construction Certificate. All details shall be prepared in consideration of, and construction completed to achieve compliance with the provisions of the *Disability Discrimination Act*, and the relevant provisions of *AS1428.1* and *AS1428.4*

Condition reason: To ensure that the development is inclusive and complies with the requirements of the *Disability Discrimination Act*.

Before building work commences

9. Site Sign

A sign must be erected in a prominent position on any work site on which work involved in the erection or demolition of a building is being carried out:

- a) stating that unauthorised entry to the work site is prohibited,
- b) showing the name of the principal contractor (or person in charge of the work site), and a telephone number at which that person may be contacted at any time for business purposes and outside working hours, and
- c) showing the name, address and telephone number of the Principal Certifying Authority for the work.

Any such sign must be maintained while building work or demolition work is being carried out but must be removed when the work has been completed.

This condition does not apply to building works being carried out inside an existing building.

Condition reason: Requirement under Section 70 under the *Environmental Planning and Assessment Regulation 2021*.

10. Site Facilities

- a) If the development involves building work or demolition work, the work site must be fully enclosed by a temporary security fence (or hoarding) before work commences.
- b) A minimum width of 1.2m must be provided between the work site and the edge of the roadway to facilitate the safe movement of pedestrians.

- c) Any such hoarding or fence is to be removed when the work has been completed.
- d) A garbage receptacle fitted with a tight-fitting lid is to be provided for disposal of all food scraps and papers from the work site prior to building work commencing, and must be maintained and serviced for the duration of the work.
- e) Toilet facilities must be provided on the work site at the rate of one toilet for every 20 persons or part of 20 persons employed at the work site.
- f) Each toilet provided must:
 - be a standard flushing toilet, connected to a public sewer, or
 - i. if connection to a public sewer is not available, to an on-site effluent disposal system approved by the council, or
 - ii. an approved temporary chemical closet.
- g) The provision of toilet facilities must be completed before any other work is commenced.
- h) A person having the benefit of this certificate who causes an excavation that extends below the level of the base of the footings of a building on an adjoining allotment of land must at their own expense and where necessary:
 - i. protect and support the building from damage, and
 - ii. If necessary, underpin and support the building in accordance with the details prepared by a professional engineer.
- i) A person having the benefit of this certificate who causes the excavation must, at least 7 days before commencing this work, give notice of intention to do so to the owner of the adjoining allotment of land and provide particulars of the proposed work.

Erosion and sediment controls must be provided in accordance with the details shown on the approved plans, prior to the disturbance of any soil on the work site

Condition reason: To ensure that measures that will protect the public, and the surrounding environment are in place during site works and construction.

11. Damage to Public Infrastructure

The applicant shall bear the cost of all restoration works to Council property damaged during construction of this development. The applicant shall submit to Council, in writing and/or photographic record, evidence of any existing damage to Council property before commencement of work.

Note: This documentation will be used to resolve any dispute over damage to infrastructure. If no documentation is received prior to commencement of work, it will be assumed that the infrastructure was undamaged, and the applicant will be required to restore all damaged infrastructure at their expense.

Condition reason: To ensure any damage to public infrastructure is rectified.

12. Public Liability Insurance

Any person or contractor undertaking works on public land must take out Public Risk Insurance with a minimum cover of \$20 million in relation to the occupation of and approved works within Council's Road reserve or public land, as approved in this consent.

The Policy is to note, and provide protection for Muswellbrook Shire Council, as an interested party and a copy of the Policy must be submitted to Council and the Certifying

Authority prior to commencement of the works.

The Policy must be valid for the entire period that the works are being undertaken on public land.

Note: Applications for vehicular crossings etc will require evidence of insurance upon lodgement of the application.

Condition reason: To ensure any damage to public infrastructure is rectified.

13. Heritage - Discovery of relics and Aboriginal objects

While site work is being carried out, if a person reasonably suspects a relic of Aboriginal object is discovered:

- a) the work in the area of the discovery must cease immediately;
- b) the following must be notified
 - i. for a relic – the Heritage Council; or
 - ii. for an Aboriginal object – the person who is the authority for the protection of Aboriginal objects and Aboriginal places in New South Wales under the *National Parks and Wildlife Act 1974*, section 85.

Site work may recommence at a time confirmed in writing by:

- a) for a relic – the Heritage Council; or
- b) for an Aboriginal object – the person who is the authority for the protection of Aboriginal objects and Aboriginal places in New South Wales under the *National Parks and Wildlife Act 1974*, section 85.

Condition reason: To ensure that development does not inadvertently damage items of heritage significance.

14. Protection of Public Places

- a) If the work involved in the erection or demolition of a building:
 - i. is likely to cause pedestrian or vehicular traffic in a public place to be obstructed or rendered inconvenient; or
 - ii. building involves the enclosure of a public place,
 - a hoarding and site fencing must be erected between the work site and the public place and be contained within the site boundary unless prior permission has been obtained in writing from Council.
- b) If necessary, an awning is to be erected, sufficient to prevent any substance from, or in connection with, the work falling into the public place.
- c) The work site must be kept lit between sunset and sunrise if it is likely to be hazardous to persons in the public place.
- d) Any such hoarding, fence or awning is to be removed when the work has been completed.
- e) No access across public reserves or parks is permitted.

Condition reason: To minimise safety impacts due to the approved development

During building work

15. Construction Hours

Subject to this clause, building construction is to be carried out during the following hours:

- i. between Monday to Friday (inclusive)—7.00am to 6.00pm
- ii. on a Saturday—8.00am to 1.00pm

Building construction must not be carried out on a Sunday or a public holiday.

Demolition works and excavation works must only be carried out between Monday to Friday (inclusive) between 8.00am and 5.00pm.

The builder and excavator must display, on-site, their 24-hour contact telephone numbers, which are to be clearly visible and legible from any public place adjoining the site

Condition reason: To protect the amenity of the surrounding area.

16. Out of Hours Work Permits

Where it is necessary for works to occur outside those hours allowed by these conditions, approval for such will be subject to written permission on each occasion from Council. Such occurrence shall be limited to two occasions per calendar month and shall only be approved if public safety or convenience is at risk. Any further variation shall require the lodgement and favourable determination of a modification application pursuant to Section 4.55 of the *Environmental Planning and Assessment Act 1979*.

Failure to obtain a permission for work outside of the approved hours will result in fines being issued, or Council pursuing any action required (including legal proceedings) to have the out of hours work cease, without prior warning.

It is recommended that applications be lodged as early as possible to allow sufficient time for determination by Council and to avoid disruption or delay due to conflicting priorities.

Condition reason: To ensure minimise the impact of works out of hours.

17. Demolition or Removal of buildings

- a) Demolition must be carried out in accordance with AS 2601–1991, Demolition of structures.
- b) Demolition materials must not be burnt or buried on the work site.
- c) A person having the benefit of this certificate must ensure that all vehicles leaving the work site carrying demolition materials, have their loads covered and do not track soil or waste material onto the road.
- d) If demolition work obstructs or inconveniences pedestrians or vehicular traffic on an adjoining public road or reserve, a separate application must be made to council to enclose the public place with a hoarding or fence.
- e) Erosion and sediment controls must be provided in accordance with the details shown on the approved plans, prior to the disturbance of any soil on the work site and must be maintained in a functional condition throughout the construction activities until the site is stabilised.
- f) The work site must be left free of waste and debris when work has been completed.

Condition reason: To ensure compliance with the Australian Standard.

18. Amenity - Site Waste Minimisation

Throughout the carrying out of building works the person acting with this consent shall take steps to minimise waste from the carrying out of the development in accordance with the approved Waste Management Plan and the following objectives of Chapter 24 Waste Minimisation and Management of Council's Development Control Plan. Steps to be taken:

- Optimise adaptive reuse opportunities of existing building/structures.
- Maximise reuse and recycling of materials.
- Minimise waste generation.
- Ensure appropriate storage and collection of waste.
- Minimise environmental impacts associated with waste management.
- Avoid illegal dumping.
- Promote improved project management.

Condition reason: To ensure site management measures are implemented during the carrying out of site work.

Before issue of an Occupation Certificate

19. Occupation Certificate Requirement

The building / structure is not to be used or occupied until a final inspection has been carried out and an Occupation Certificate has been issued by the Certifying Authority.

Condition reason: Prescribed condition under Clause 6.9 of the Environmental Planning and Assessment Act 1979.

20. Accessible Access

Prior to the Issue of an Occupation Certificate, provision shall be made for accessible access to and within the building on the site in accordance with the provisions of AS 1428 Part 1.

Condition reason: To ensure that development provides equitable access.

Occupation and ongoing use

21. Hours of Operation

The property is to be used for the purpose approved only within the following times:

Church Services	Sunday	6am to 9pm
Church Services	Saturday	2pm to 9pm
Group activities (men's and women's group)	Friday	6pm to 9pm
Worship practice	Wednesday	3pm to 6pm

Condition reason: Ensure business operates between approved hours

22. Maximum number of people on site

The maximum number of people permitted on site at any one time is limited to:

- Church services is 90 people
- Group related activities is 20 people

Condition reason: To restrict the site to maximum occupants on site.

23. Restriction on use

The carrying out of wedding or funeral services at the premises is not approved without the prior written consent of Council.

Condition reason: To limit the use to church services and small groups.

24. Parking Management – General

The site operator shall take appropriate care to ensure that the operation of the premises does not give rise to any nuisance parking outcome for business premises within the Muswellbrook CBD.

At all times no patrons are permitted to park in the private car parks of an adjoining business. Parking is restricted to on-road parking spaces and public off-street parking areas owned and managed by Council (these are predominately located to the rear of the western part of the CBD).

Should the site operator receive a complaint related to the impacts of patrons parking in locations affecting adjoining businesses, or be referred such a complaint by Council the premises operator shall:

- Investigate the complaint.
- Direct patrons to adjust any nuisance parking behaviours to alleviate the issue of concern.
- Monitor the implementation of the direction and reinforce with further directions or actions where necessary.
- Where required by Council, report back to Council on steps undertaken and the outcome of any corrective action.
- Adhere to any Council feedback where further corrective action is deemed appropriate.

25. Signage - No Illumination

No consent is given or implied for any form of illumination or floodlighting to any sign.

Condition reason: To minimise impacts to the amenity of the locality.

NO.	DATE	BY	DESCRIPTION
01	2024/01/24	MAXWELL & PAGE	PRELIMINARY DESIGN
02	2024/02/01	MAXWELL & PAGE	REVISED DESIGN
03	2024/02/01	MAXWELL & PAGE	REVISED DESIGN
04	2024/02/01	MAXWELL & PAGE	REVISED DESIGN
05	2024/02/01	MAXWELL & PAGE	REVISED DESIGN
06	2024/02/01	MAXWELL & PAGE	REVISED DESIGN
07	2024/02/01	MAXWELL & PAGE	REVISED DESIGN
08	2024/02/01	MAXWELL & PAGE	REVISED DESIGN
09	2024/02/01	MAXWELL & PAGE	REVISED DESIGN
10	2024/02/01	MAXWELL & PAGE	REVISED DESIGN



The information contained in this document is copyright and may not be used or reproduced for any other project or purpose. Verify all dimensions and levels on site and report any discrepancies prior to the commencement of work. Drawings are to be read in conjunction with all contract documents. Use Sperial dimensions only. Do not scale from drawings. The accuracy of content and format for copies of drawings issued electronically cannot be guaranteed. The completion of the issue details checked and authorized section below is confirmation of the status of the drawing. The drawing shall not be used for construction unless endorsed "For Construction" and authorized for issue.

DRAWING LIST

- DA01 Cover Page
- DA02 Site and Stormwater Plan
- DA03 Demolition Plan
- DA04 Ground Floor Plan
- DA05 First Floor Plan
- DA06 West (Bridge Street) Elevation
- DA07 South Elevation
- DA08 North Elevation
- DA09 East Elevation
- DA10 Section A

MAXWELL & PAGE

admin@maxwellpage.com.au | 0402 708 525
E Page NSW ARB No. 11014

The Vines Community Church

PROPOSED PLACE OF WORSHIP AT 75 BRIDGE STREET, MURWELLBROOK, 2323
FOR THE VINES COMMUNITY CHURCH

Cover Page

V0122 DA01

@A3 Rev DA1

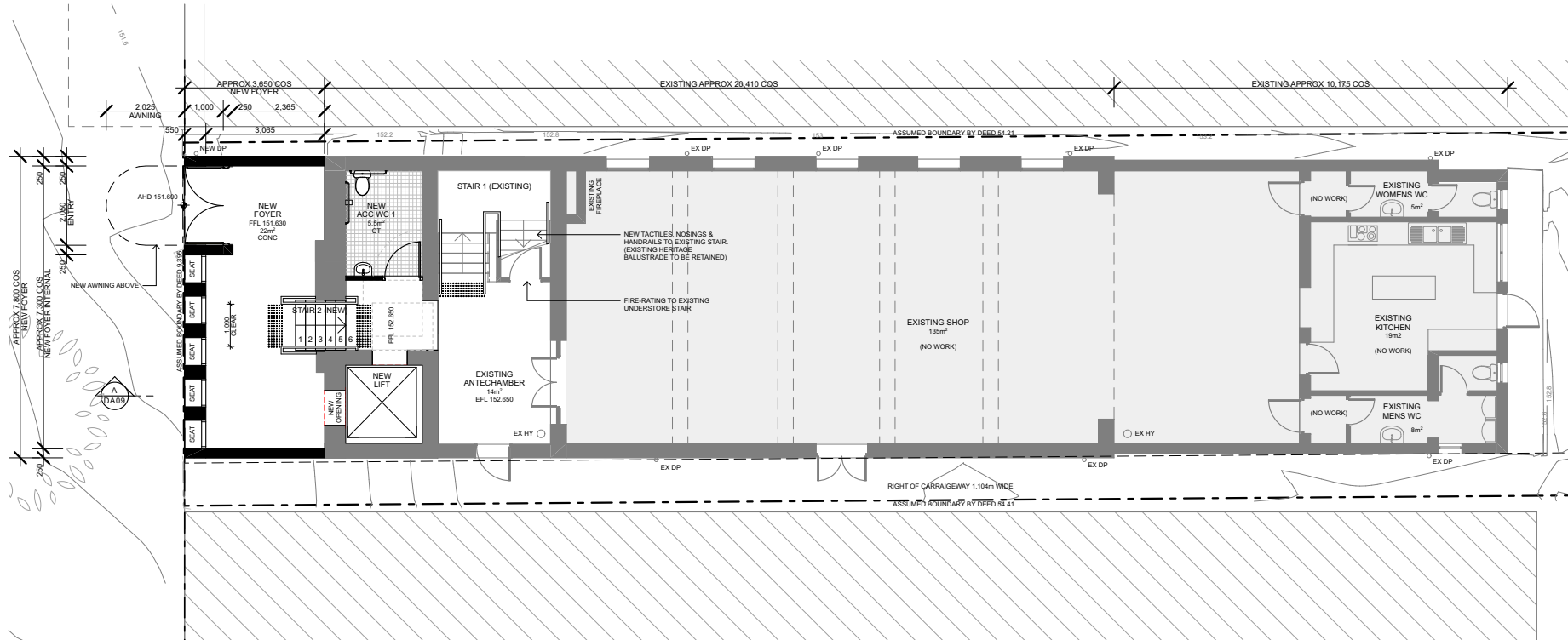
The information contained in the document is copyright and may not be used or reproduced for any other project or purpose. Verify all dimensions and levels on site and report any discrepancies prior to the commencement of work. Drawings are to be read in conjunction with all contract documents. Use figured dimensions only. Do not scale from drawings. The accuracy of content and format for computer-aided design issued electronically cannot be guaranteed. The completion of the issued details checked and authorised section below is confirmation of the status of the drawing. The drawing shall not be used for construction unless authorised "For Construction" and authorised for issue.

NO.	DATE	BY	REVISION
1	10/10/2024	MAXWELL & PAGE	ISSUED FOR CONSTRUCTION
2			
3			
4			
5			
6			
7			
8			
9			
10			



The information contained in this document is copyright and may not be used or reproduced for any other project or purpose. Verify all dimensions and levels on site and report any discrepancies prior to the commencement of work. Drawings are to be read in conjunction with all contract documents. Use Sperial dimensions only. Do not scale from drawings. The accuracy of content and format for copies of drawings issued electronically cannot be guaranteed. The completion of the issue details checked and authorized section below is confirmation of the status of the drawing. The drawing shall not be used for construction unless endorsed 'For Construction' and authorized for issue.

AREAS
 GFA LOWER LEVEL: 223m²
 GFA UPPER LEVEL: 126m²
 TOTAL GFA: 349m²
 NOTE ALL AREA CALCULATIONS ARE APPROXIMATE ONLY



MAXWELL & PAGE

admin@maxwellpage.com.au | 0402 708 525
 E Page NSW AFB No. 11014

The Vines Community Church
 PROPOSED PLACE OF WORSHIP AT 75 BRIDGE STREET, MURWELLBROOK, 2333

FOR THE VINES COMMUNITY CHURCH

Ground Floor Plan

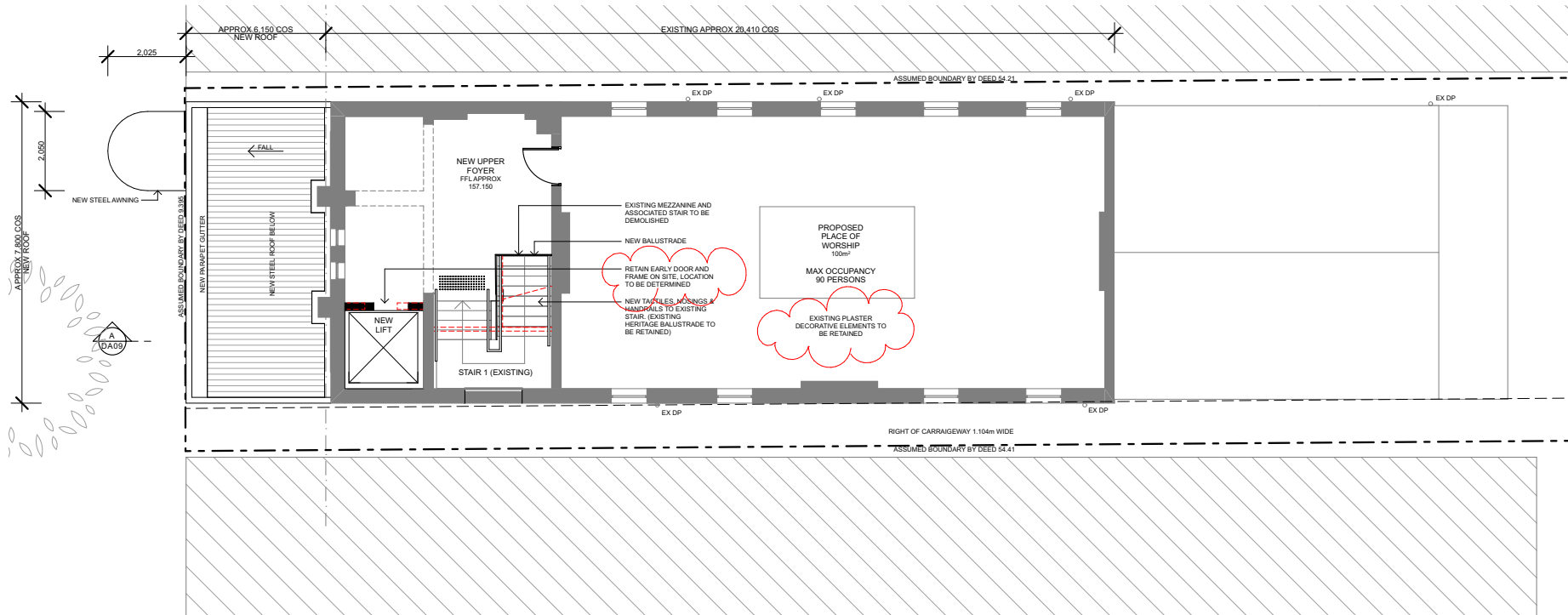
V0122 DA04

1:100@A3 Rev DA1

NO	DATE	BY	DESCRIPTION
01	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
02	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
03	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
04	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
05	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
06	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
07	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
08	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
09	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
10	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT



The information contained in this document is copyright and may not be used or reproduced for any other project or purpose. Verify all dimensions and levels on site and report any discrepancies prior to the commencement of work. Drawings are to be read in conjunction with all contract documents. Use Scaled dimensions only. Do not scale from drawings. The accuracy of content and format for copies of drawings issued electronically cannot be guaranteed. The completion of the issue details checked and authorised section below in confirmation of the status of the drawing. The drawing shall not be used for construction unless endorsed 'For Construction' and authorised for issue.



MAXWELL & PAGE

admin@maxwellpage.com.au | 0402 708 525
E Page NSW AFS No. 11014

The Vines Community Church

PROPOSED PLACE OF WORSHIP AT 75 BRIDGE STREET, MURWELLBROOK, 2333
FOR THE VINES COMMUNITY CHURCH

First Floor Plan

V0122 DA05

1:100@A3 Rev DA2

NO.	DATE	BY	DESCRIPTION
01	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
02	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
03	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
04	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
05	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
06	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
07	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
08	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
09	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
10	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
11	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
12	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
13	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
14	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
15	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
16	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
17	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
18	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
19	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT
20	2024-09-10	MAXWELL & PAGE	ISSUED FOR PERMIT

The information contained in this document is copyright and may not be used or reproduced for any other project or purpose. Verify all dimensions and levels on site and report any discrepancies prior to the commencement of work. Drawings are to be read in conjunction with all contract documents. Use Sperial dimensions only. Do not scale from drawings. The accuracy of content and format for copies of drawings issued electronically cannot be guaranteed. The completion of the issue details checked and authorised section below is confirmation of the status of the drawing. The drawing shall not be used for construction unless endorsed "For Construction" and authorised for issue.



MAXWELL & PAGE

admin@maxwellpage.com.au | 0402 708 525
E Page NSW ARB No. 11014

The Vines Community Church

PROPOSED PLACE OF WORSHIP AT 75 BRIDGE STREET, MURWELLBROOK, 2333

FOR THE VINES COMMUNITY CHURCH

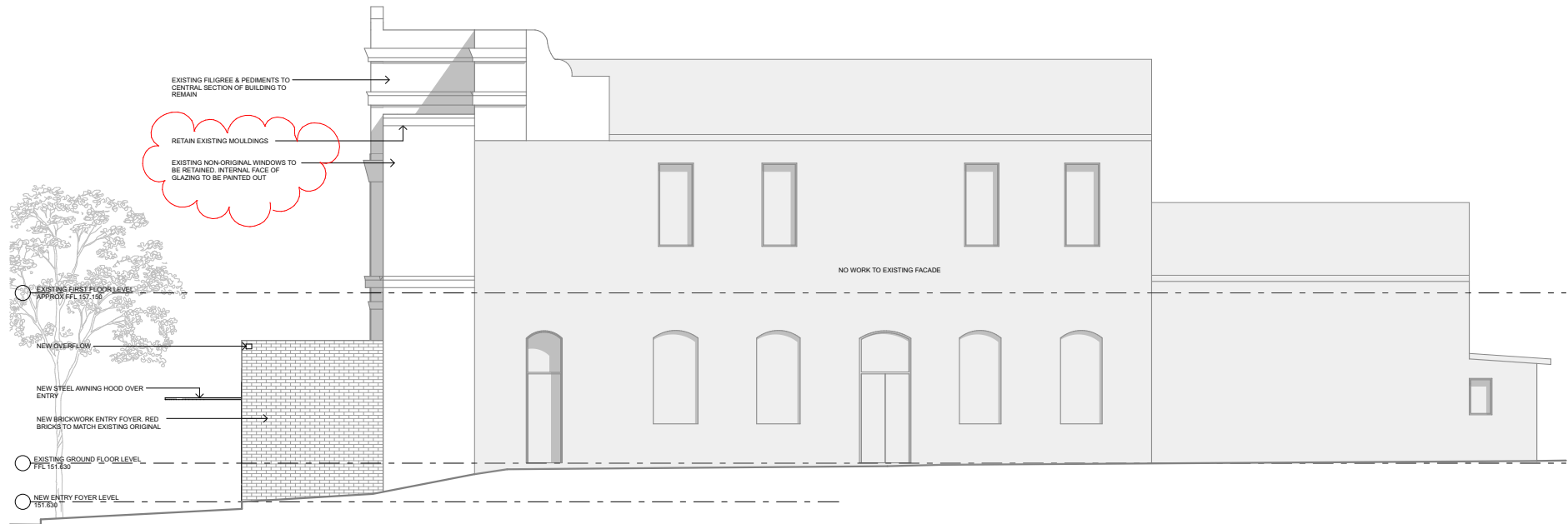
West (Bridge Street) Elevation

V0122 DA06

1:100@A3 Rev DA2

The information contained in this document is copyright and may not be used or reproduced for any other project or purpose. Verify all dimensions and levels on site and report any discrepancies prior to the commencement of work. Drawings are to be read in conjunction with all contract documents. Use Sperial dimensions only. Do not scale from drawings. The accuracy of content and format for copies of drawings issued electronically cannot be guaranteed. The completion of the issues details checked and authorised section below is confirmation of the status of the drawing. The drawing shall not be used for construction unless endorsed "For Construction" and authorised for issue.

NO.	DATE	DESCRIPTION	BY	CHKD
01	2024/01/15	PRELIMINARY APPROVAL	MM	MM
02	2024/01/15	REVISIONS	MM	MM
03	2024/01/15	REVISIONS	MM	MM
04	2024/01/15	REVISIONS	MM	MM
05	2024/01/15	REVISIONS	MM	MM
06	2024/01/15	REVISIONS	MM	MM
07	2024/01/15	REVISIONS	MM	MM
08	2024/01/15	REVISIONS	MM	MM
09	2024/01/15	REVISIONS	MM	MM
10	2024/01/15	REVISIONS	MM	MM



MAXWELL & PAGE

admin@maxwellpage.com.au | 0402 708 525
E Page NSW ARS No. 11014

The Vines Community Church

PROPOSED PLACE OF WORSHIP AT 75 BRIDGE STREET, MURWELLBROOK, 2333
FOR THE VINES COMMUNITY CHURCH

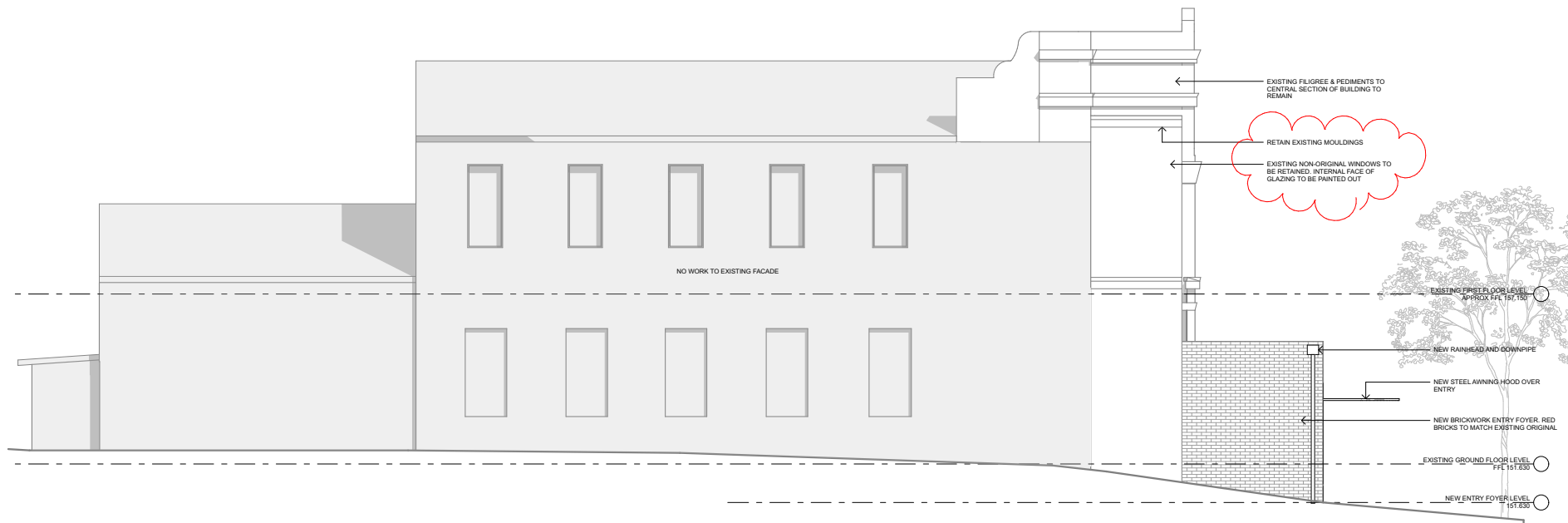
South Elevation

V0122 DA07

1:100@A3 Rev DA2

The information contained in this document is copyright and may not be used or reproduced for any other project or purpose. Verify all dimensions and levels on site and report any discrepancies prior to the commencement of work. Drawings are to be read in conjunction with all contract documents. Use figure dimensions only. Do not scale from drawings. The accuracy of content and format for copies of drawings issued electronically cannot be guaranteed. The completion of the issue details checked and authorised section below is confirmation of the status of the drawing. The drawing shall not be used for construction unless endorsed "For Construction" and authorised for issue.

NO.	DATE	BY	REVISION
01	2024-09-10	ADMIN	ISSUED FOR CONSTRUCTION
02	2024-09-10	ADMIN	ISSUED FOR CONSTRUCTION
03	2024-09-10	ADMIN	ISSUED FOR CONSTRUCTION
04	2024-09-10	ADMIN	ISSUED FOR CONSTRUCTION
05	2024-09-10	ADMIN	ISSUED FOR CONSTRUCTION
06	2024-09-10	ADMIN	ISSUED FOR CONSTRUCTION
07	2024-09-10	ADMIN	ISSUED FOR CONSTRUCTION
08	2024-09-10	ADMIN	ISSUED FOR CONSTRUCTION
09	2024-09-10	ADMIN	ISSUED FOR CONSTRUCTION
10	2024-09-10	ADMIN	ISSUED FOR CONSTRUCTION



MAXWELL & PAGE

admin@maxwellpage.com.au | 0402 708 525
E Page NSW ARS No. 11014

The Vines Community Church

PROPOSED PLACE OF WORSHIP AT 75 BRIDGE STREET, MURWELLBROOK, 2333
FOR THE VINES COMMUNITY CHURCH

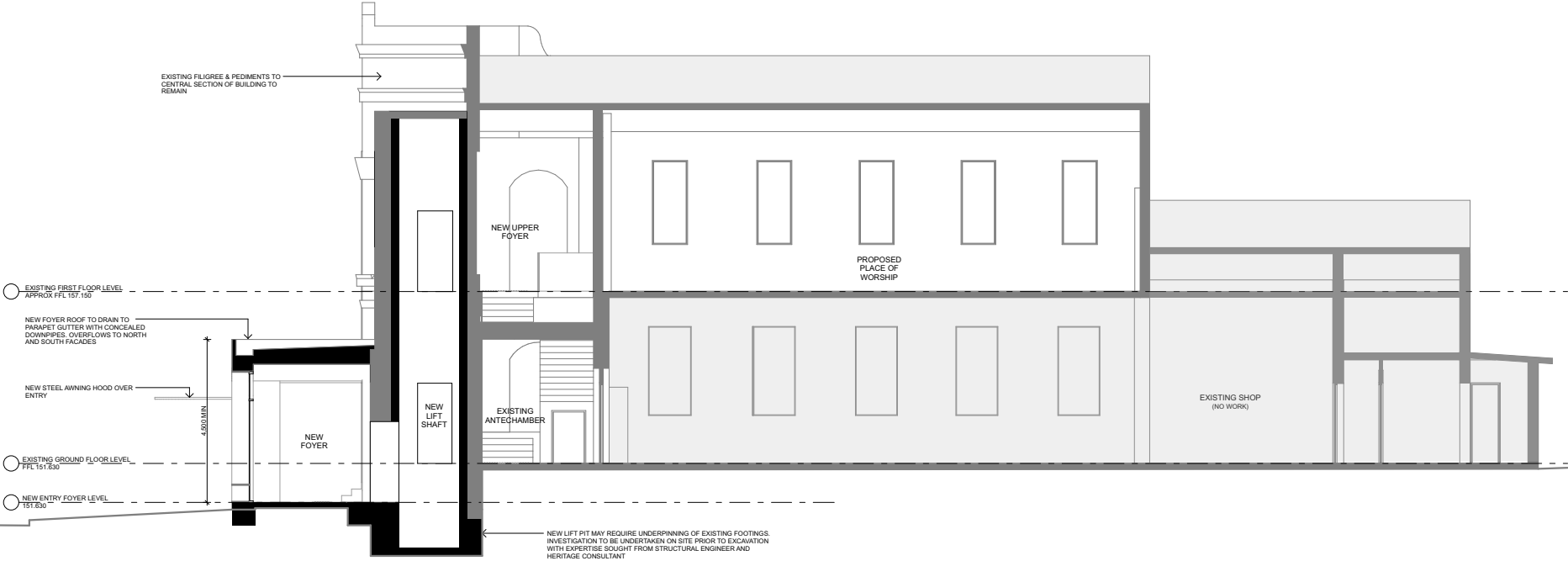
North Elevation

V0122 DA08

1:100@A3 Rev DA2

NO.	DATE	BY	DESCRIPTION
1	10/10/2023	MAXWELL & PAGE	ISSUED FOR CONSTRUCTION
2			
3			
4			
5			
6			
7			
8			
9			
10			

The information contained in this document is copyright and may not be used or reproduced for any other project or purpose. Verify all dimensions and levels on site and report any discrepancies prior to the commencement of work. Drawings are to be read in conjunction with all contract documents. Use Scaled dimensions only. Do not scale from drawings. The accuracy of content and format for copies of drawings issued electronically cannot be guaranteed. The completion of the issues details checked and authorised section below is confirmation of the status of the drawing. The drawing shall not be used for construction unless endorsed 'For Construction' and authorised for issue.



MAXWELL & PAGE

admin@maxwellpage.com.au | 0402 708 525
E Page NSW ARS No. 11014

The Vines Community Church

PROPOSED PLACE OF WORSHIP AT 75 BRIDGE STREET, MURWELLBROOK, 2333
FOR THE VINES COMMUNITY CHURCH

Section A

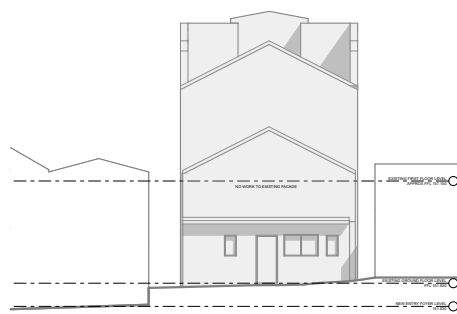
V0122 DA10

1:100@A3 Rev DA1

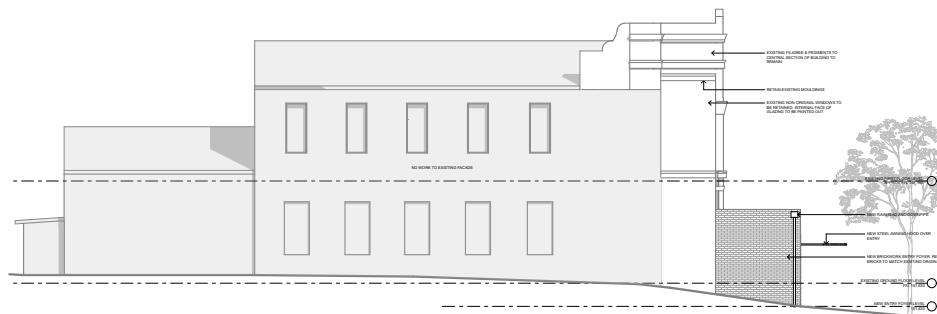
[illegible]

Architectural drawing of the South Elevation of the building. The drawing shows a two-story structure with a flat roof and a lower section on the right. The main section has six rectangular windows on the upper floor and six arched windows on the lower floor. A central entrance is marked "NOTED TO EXISTING PLAN". To the left, a tree is shown with callouts for "EXISTING PLANTING & PRESERVE TO EXIST", "EXISTING SECTION OF WALL TO EXIST", "NEW EXTERIOR WALL", "NEW EXTERIOR WALL", "NEW EXTERIOR WALL", "NEW EXTERIOR WALL", "NEW EXTERIOR WALL", "NEW EXTERIOR WALL", "NEW EXTERIOR WALL", "NEW EXTERIOR WALL", "NEW EXTERIOR WALL", "NEW EXTERIOR WALL". The drawing is labeled "SOUTH ELEVATION" at the bottom.

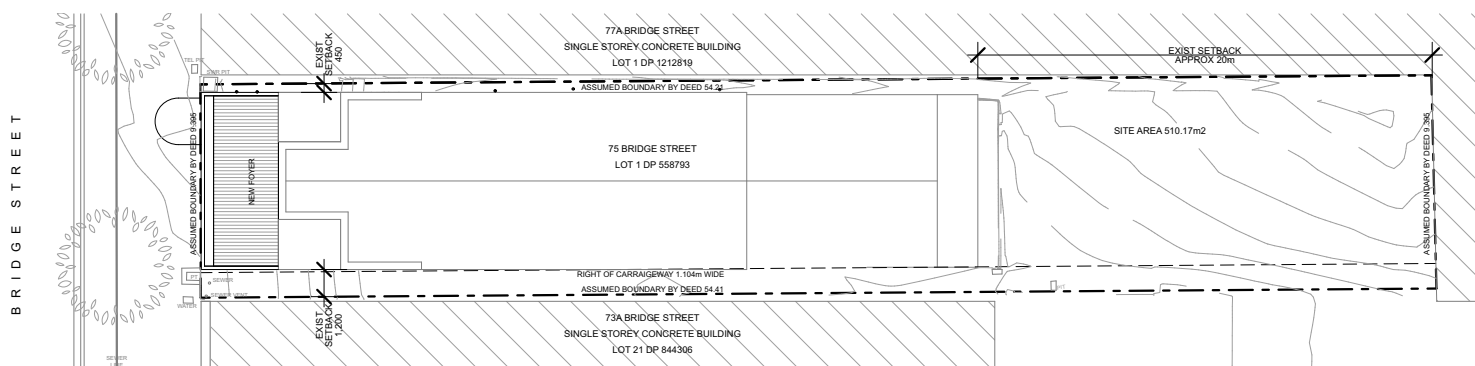
SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



Page 46

14 April 2025

GILES
PLANNING

Donna Watson
Senior Land Use Planner
Muswellbrook Shire Council
Donna.Watson@muswellbrook.nsw.gov.au

E: lachlan@gilesplanning.com
M: 0458 728 298

RE: Additional Information for DA 2024-92 at 75 Bridge Street, Muswellbrook

Dear Donna,

On 10 April 2025, Council issued a second request for additional information relating to DA 2024-92 (PAN-499930), relating to carparking provisions. It is highlighted that the existing building at 75 Bridge Street does not have an existing car parking area on the property and the development of a car park area is not considered feasible as road access for the Project Site is unachievable. Therefore, the proposed change of use to operate a 'place of public worship' would rely upon the availability of on-street parking to cater for patrons attending church services.

The Statement of Environmental Effects, dated 20 December 2024, references the ability to rely upon the availability of on-street parking given the operational hours of the church are outside critical parking times of mainstream commercial businesses in the CBD. In addition, the location of the church in the Muswellbrook CBD allows for residents living in close proximity to access the church on foot.

Council has since requested detailed information relating to the expected parking demands of the church to ensure adequate availability of public parking in the vicinity.

Council's request and the Applicant's responses are provided in the table below.

Table 1: Council's Requests and Applicant Responses

Council's Request	Applicant Response
Details of proposed service times	Service times currently run from 2pm to 3:30pm. The church intends to have members at the site prior for music practice and preparations, as well as afterwards for afternoon tea and packing up once the service has concluded.
Number of services	The church currently only operates a single service each week, although the option to run a second Sunday service in the future would be beneficial.
Proposed maximum seating and patronage	Church services typically involve approximately 40 attendees, however, the maximum patronage would be 90 people. If a cap less than 90 people is placed on the operation of the church, the Applicant has advised they could consider operating with a reduce capacity across two Sunday services. Both services would then be held between 9am and 4:30pm on Sundays.
Other activities of the church	Other activities and events conducted at the premise include: <ul style="list-style-type: none">- Men's Group, meet on the last Friday of each month, from 6:30pm to 8:30pm. Possible expansion to occur fortnightly. Approximately 10 attendees.- Ladies Group, held on the alternate weeks. Approximately 15 attendees.- Worship Practice, occurs each Wednesday between 3:30pm and 5pm. Approximately 5 attendees.- Bible Study, held on Sunday from 4pm to 5pm. Approximately 10 attendees.

	<ul style="list-style-type: none"> - Future activities: although not operating at this stage, the church may run similar activities in the future (such as small groups). Any future activity would start after 6pm and likely involve approximately 12 attendees.
Managing parking	The Church intend to instruct attendees to utilise on-street parking in the vicinity.
Large or unique services details	The church does not, nor intend to, hold any large or unique services such as weddings or funerals.

We appreciate Council's consideration of this application and the opportunity to respond to the Request for Information. Given the nature of the proposed use and the importance of ensuring operational flexibility, we would welcome the opportunity to review any draft conditions of consent prior to final determination. This would assist in ensuring that any conditions imposed are practical and aligned with the intended use of the building, while also meeting Council's objectives.

Please don't hesitate to contact us should any further clarification be required.



10.1.2. Draft Temporary Workforce Accommodation Policy for Public Exhibition

Responsible Officer:	Director - Planning & Environment
Author:	Director - Planning & Environment
Community Strategic Plan:	2 - <i>Social Equity and Inclusion</i> An inclusive and interconnected community where everyone enjoys full participation
Delivery Program Goal:	2.1.4 - Advocate for affordable housing.
Operational Plan Action:	2.1.4.2 - Advocate with the State Government including EnergyCo and TfNSW for temporary accommodation including options for the development of a Council site.
Attachments:	1. Attachment A - Draft Muswellbrook Shire TWA Policy [10.1.2.1 - 6 pages]

PURPOSE

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

OFFICER'S RECOMMENDATION

1. Council endorses the *Draft Temporary Workforce Accommodation 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 Temporary Workforce Accommodation Policy* during the public exhibition period, then Council resolves to adopt the *Draft Temporary Workforce Accommodation Policy* on the day following the conclusion of the exhibition period.
3. If submissions are received in relation to the *Draft Temporary Workforce Accommodation 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

The *Draft Temporary Workforce Accommodation Policy* is a new policy that outlines Council's expectations for any proposed Temporary Workforce Accommodation (TWA) within the Muswellbrook Shire Local Government Area. This includes all developments, regardless of sector, that involve or require the use of TWA to house a temporary workforce.

The draft policy has been endorsed by the Management Leadership Group and the State Significant Development Committee for public exhibition.

PREVIOUS RESOLUTIONS

Not applicable.



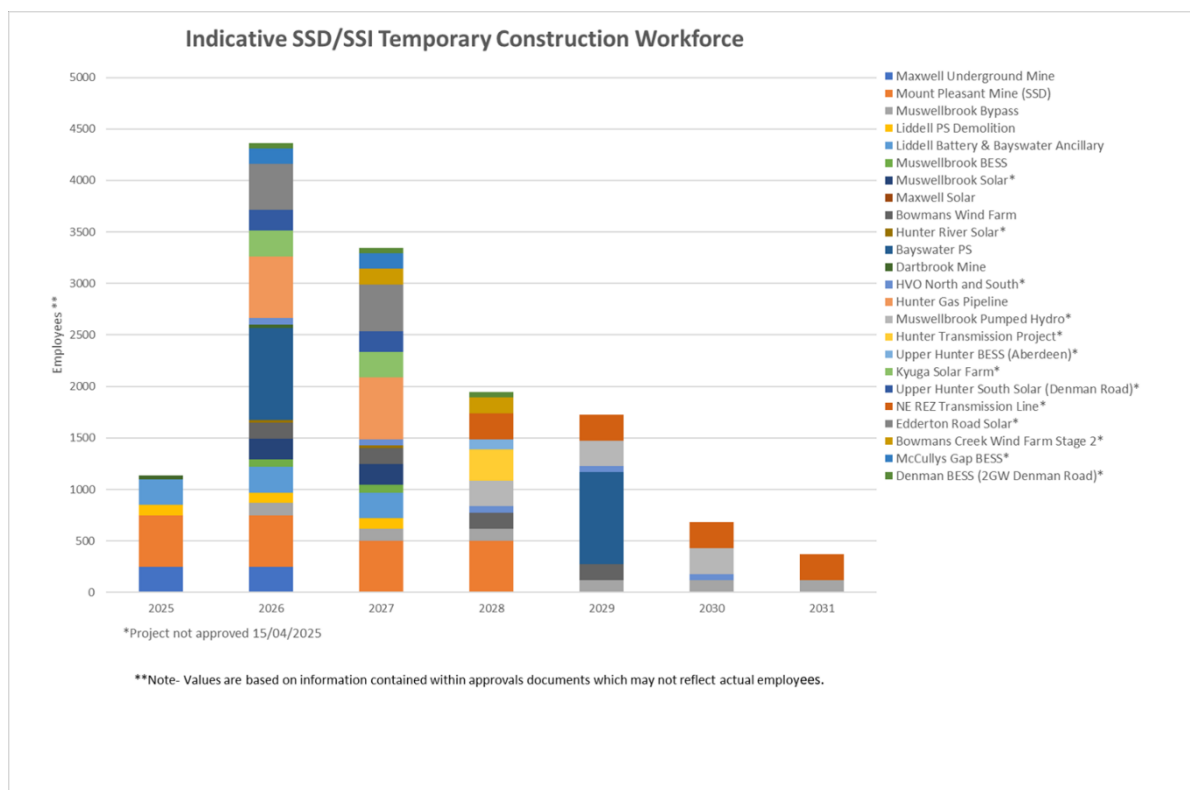
BACKGROUND

Council has communicated in submissions and discussions with project proponents in the past, that Council 'does not support the use of temporary, out-of-town camps to mitigate cumulative impacts to housing and accommodation'. Resolving how to provide short-term accommodation for construction workers will be important to enable projects to proceed, and to not disadvantage low-income households in the Shire who will face increased competition for affordable housing.

There are multiple projects proposed within the Muswellbrook Local Government Area over the next five to ten years, with potential overlapping construction periods, as shown in the figure below. These include solar farms, battery installations, a wind farm, pumped hydro, as well as a bypass, coal mine expansions, and power station closures.

Council staff have estimated that Temporary Worker Accommodation (TWA) will be required for 1,250 individuals in Muswellbrook at the cumulative peak construction period, with the peak occurring between 2027 and 2029.

It is noted that there is a level of uncertainty about all these projects progressing post-approval or in the timeframes indicated in the various development application documents.



The *Community Strategic Plan 2025-2035* identified housing as a key issue and challenge, as follows:

demand for short term accommodation driven by the mining industry and construction projects will continue to put pressure on our housing availability, our infrastructure (such as roads, public transport, and utilities) and community services.

The Shire is planning for a significant increase in our population... Council faces the challenge of ensuring that there is enough housing available...



Short term accommodation has been raised as a critical issue in the 2024 and 2025 Advocacy Agendas.

The Muswellbrook Shire Local Housing Strategy included four Actions regarding TWA:

- 3.1 Undertake detailed assessment of priority sites to identify suitability for both temporary and permanent housing. Collaborate with key stakeholders to develop a plan to transition the site from its existing state to temporary and permanent housing, including infrastructure requirements and sequencing, and the delivery of associated amenities and services.*
- 3.2 Investigate changes to Local Environmental Plan or Development Control Plan controls to allow for temporary worker accommodation in alignment with the SEPP (Housing) 2021 and NSW Government's Temporary and seasonal workers' accommodation draft guideline, including:*
 - Reviewing Section 2.8 Temporary use of land, to allow for temporary workers' accommodation*
 - Exploring potential changes to minimum lot size, floor space ratio and maximum height controls on relevant sites to facilitate the transition of temporary workers' accommodation into permanent residential development*
 - Investigating potential rezoning of 8637 New England Highway, Muswellbrook, to allow for temporary workers' accommodation*
- 3.3 Collaborate with modular, temporary and portable housing developers to identify and advocate for options that are aligned with Muswellbrook Shire's character to minimise impacts on the local community.*
- 3.4 Explore shared accommodation options that can house the temporary workforce from multiple projects at different points in time to minimise impact on the community and environment. Collaborate with key infrastructure delivery stakeholders to understand delivery programs and workforce requirements to ensure efficient transitions.*

Council staff have received enquiries from three separate proponents regarding the development of TWA, and it is anticipated that enquiries will be ongoing. To improve the guidance staff can give proponents, staff have developed a draft *Muswellbrook Shire Temporary Workforce Accommodation Policy* to outline the expectations of Council.

CONSULTATION

Director Environment and Planning

Development Co-Ordinator

Environmental Planning Officer

Business Improvement Officer

Management Leadership Group

State Significant Development Committee

REPORT

The *Draft Temporary Workforce Accommodation Policy* (attachment A) is a new policy that outlines Council's expectations for any proposed Temporary Workforce Accommodation (TWA) within the Muswellbrook Shire Local Government Area. This includes all developments, regardless of sector, that involve or require the use of TWA to house a temporary workforce.



At the 14 May 2025 meeting of the Management Leadership Group (MLG), the MLG endorsed the draft policy to be submitted to Council for public exhibition, and at the 10 June 2025 State Significant Development Committee Meeting, the Committee approved the policy for public exhibition.

FINANCIAL CONSIDERATIONS

The Policy addresses capital and operational budget risks for Council, particularly in relation to infrastructure planning, delivery, and long-term maintenance. Without appropriate guidance, TWA developments may lead to:

- Unplanned infrastructure extension;
- Stranded or underutilised infrastructure; and
- Operational strain on existing services.

POLICY IMPLICATIONS

This policy was reviewed in line with Council's *Policy on Policy Making MSC25E*.

STATUTORY / LEGISLATIVE IMPLICATIONS

Guidelines for Construction Workers Accommodation (DPHI, Dec 2024)

State Environmental Planning Policy (Housing) 2021

NSW Work Health and Safety Act 2011

RISK MANAGEMENT IMPLICATIONS

Risks being assessed by Policy:

- Missed opportunities for urban growth and service integration.
- Infrastructure in remote areas may burden Council with long-term costs.
- Poorly managed on-site systems may create environmental issues.
- Social, health, and wellbeing of TWA residents.
- Reduced chance of transitioning workers into permanent residents.
- Wet mess facilities increase safety and behaviour risks.
- Self-contained TWAs not benefiting the local economy via no local procurement.
- Poor design and landscaping can affect worker / community views and satisfaction.

COMMUNITY CONSULTATION / COMMUNICATIONS

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

DRAFT Temporary Workforce Accommodation Policy

MSC082E

Authorised by:	Internal/External: External
Date:	Minute No:
Review timeframe:	4 years
Review due date:	
Department:	Environment and Planning
Document Owner:	Director Environment and Planning

Table of Contents

1. Policy Objective and Scope	3
2. Risks being assessed	3
3. Definitions.....	3
4. Policy Statements	3
5. Roles, Responsibilities and Delegations.....	5
6. Dispute Resolution.....	5
7. Related Documents	6
Legislation and Guidelines.....	6
Policies and Procedures.....	6
Other Supporting Documents.....	6
8. Version History.....	6

1. Policy Objective and Scope

The objective of this Policy is to outline the expectations of Council for any proposed Temporary Workforce Accommodation (TWA) within the Muswellbrook Shire Local Government Area. This includes all developments, regardless of sector, that involve or require the use of TWA to house a temporary workforce.

2. Risks being assessed

- Missed opportunities for urban growth and service integration.
- Infrastructure in remote areas may burden Council with long-term costs.
- Poorly managed on-site systems may create environmental issues.
- Social, health and wellbeing of TWA residents
- Reduced chance of transitioning workers into permanent residents.
- Wet mess facilities increase safety and behaviour risks.
- Self-contained TWAs not benefiting the local economy via no local procurement.
- Poor design and landscaping can affect worker / community views and satisfaction.

3. Definitions

In this Policy

Term	Definition
Council	Muswellbrook Shire Council
Temporary Workforce Accommodation	As defined in the 'Guidelines for Construction Workers Accommodation' (DPHI, Dec 2024)

4. Policy Statements

Muswellbrook Shire Council supports TWA that delivers long-lasting benefits to the Shire. Through this Policy, Council will ensure TWAs integrate positively with existing communities and minimise adverse impacts on Council infrastructure and services

4.1 Location:

Council prefers TWA to be within or near existing urban areas and villages to ensure a positive and long-lasting legacy for these communities. This approach would:

- Allow infrastructure to be appropriately converted and used for future and permanent residential or visitor accommodation or employment generating activities;
- Allow for the natural expansion of urban areas and villages after decommissioning of accommodation;

- Ensure there are no unreasonable impacts to Council on extending infrastructure to service new development in non-serviced areas;
- allow workers to integrate into the community rather than being isolated in a rural area, which in turn may result in some of the temporary workforce becoming permanent residents;
- Allow a proportion of purchases to be made locally to benefit the community.

4.2 Infrastructure – Hard

sewer, water, power, digital:

4.2.1 The preferred option is that infrastructure is provided by extension from existing serviced sites/areas and the infrastructure will remain for longer term community benefit (e.g. to enable standard subdivision of land, industrial development or provision of tourist and visitor accommodation) after the TWA use ceases;

4.2.2 If the preferred option cannot be delivered, the proponent will need to demonstrate how on-site water supply systems (including impact on council potable water processing capacity) and on-site sewerage will be managed.

4.2.3 TWA are to be designed to capture stormwater from hard stand areas and roof areas for use for non-potable purposes.

4.2.4 TWA are to incorporate on-site waste management system that separates waste into individual streams (e.g. general waste, cardboard/paper, food/organics, recyclables), with all waste to be transported to the Council-owned and operated waste facility in accordance with Council requirements;

4.2.5 TWA are to be provided with reliable internet connectivity to ensure that the temporary workforce remains connected with their families and communities, and thereby support their overall well-being;

4.3 Infrastructure – social, health and wellbeing

4.3.1 'Dry mess' facilities are supported to improve safety and encourage use of local hospitality venues.

4.3.2 'Wet mess' will not be accepted by Council;

4.3.3 Kitchen supplies, equipment, materials, and food are to be procured from local suppliers;

4.3.4 Laundry services are to be procured from local suppliers

4.3.5 Agreements are to be made with local medical centres as preferred health care providers for TWA residents, to enable the medical centres to plan for increased staffing

4.3.6 Shuttle buses should be provided to transport workers between the TWA and work sites and between TWA and hospitality, recreation and health premises in nearby urban areas;

4.3.7 Partnerships are to be made with local recreation providers (e.g., tennis, basketball, and soccer facilities) and local businesses for access and memberships;

4.3.8 To encourage spending and integration into the local community, the following is not encouraged by Council as part of TWA unless the TWA is planned to become permanent residential or visitor accommodation:

- Recreation buildings; and
- Training rooms and gymnasiums.

4.4 Other matters

4.4.1 TWA should include opportunities for sharing, re-use and/or repurposing of TWAs between projects and/or for legacy uses;

4.4.2 TWA should be designed to create an attractive village atmosphere, particularly where the TWA is intended to become permanent residential or visitor accommodation; and

4.4.3 Landscaping to achieve an appealing outlook for workers and the Muswellbrook community with the use of native species, sourced from local suppliers.

4.4.4 TWA should be designed to include passive energy principles, stormwater capture and other sustainable building design approaches.

4.4.5 Council may seek a Planning Agreement to offset the broader impacts from the development, including social programs, headworks (water and sewer), waste management, Rural Fire Service (RFS) support, and road maintenance or upgrades.

5. Roles, Responsibilities and Delegations

Role	Responsibility
Council	Endorses the Policy and considers any substantial variations from the Policy.
General Manager	Oversees implementation of the Policy and delegates responsibilities to relevant Staff as appropriate.
Director of Planning and Environment	Ensures TWA proposals are considered in accordance with the Policy and relevant planning instruments.
Development Coordinator	Undertake the assessment of TWA-related local Development Applications, ensuring consistency with the Policy and relevant legislation.
Environmental Planning Officer	Provides policy interpretation and updates the Policy as required. Prepare responses to State Significant Development TWA applications in line with the Policy.
Infrastructure Team	Reviews servicing requirements for TWAs including road access, water, sewer, and drainage.
Environmental Health Officer	Reviews and assesses on-site sewage and waste management proposals for compliance with environmental health standards.

6. 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.

7. Related Documents

Legislation and Guidelines

- Guidelines for Construction Workers Accommodation (DPHI, Dec 2024)
- State Environmental Planning Policy (Housing) 2021
- NSW Work Health and Safety Act 2011

Policies and Procedures

- Nil.

Other Supporting Documents

- Muswellbrook Shire Council Community Strategic Plan
- Muswellbrook Shire Council Local Housing Strategy 2024
- On-Site Sewage Management Strategy

8. 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.	24/04/2025	Director of Environment and Planning	Draft Policy

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.

**10.1.3. Major Landcare Projects Outcomes**

Responsible Officer: Director - Planning & Environment

Author: Sustainability Officer

Community Strategic Plan: 3 - *Environmental Sustainability*

An environmentally sensitive and sustainable community

Delivery Program Goal: 3.2.1 - Support Landcare initiatives and advocate for programs to enhance native vegetation connectivity across the Shire and Upper Hunter Region.

Operational Plan Action:

- 3.2.1.1 - Provide funds for local Landcare activities.
- 3.2.1.2 - Provide funds to education providers or groups for the purpose of education or training local people about Landcare activities.
- 3.3.3.1 - Maintain rehabilitation works along Muscle Creek, Tarinpa, Karoola and Denman Wetlands, and recommendations from any adopted Catchment Management Plan.

Attachments: Nil

PURPOSE

To update Council on outcomes from the Major Landcare Projects completed in 2024/2025.

OFFICER'S RECOMMENDATION

The information contained in the report be NOTED.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

Council allocated \$125,000 for Major Landcare Projects in 2024/2025. This report summarises the achievements from the 2024/2025 Major Landcare Projects budget.

PREVIOUS RESOLUTIONS

From the Ordinary Council meeting in July 2024 Major Landcare Projects (10.1.7).

Council APPROVES the allocations for the 2024-25 Major Landcare budget as proposed in Table 1 of the report.

REPORT

Outcomes from the 2024/2025 Major Landcare Projects.

Infill Plantings Muscle Creek and Denman

Council planted 2500 native seedlings along Muscle Creek and in Hyde Park, Denman. These seedlings have had a 80% survival rate. Some were impacted by flooding.



Landcare Grants

Supported community groups with grants of up to \$8000 (dollar for dollar matched, in-kind contributions considered).

- McCully's Gap Rehabilitation & Sustainability Group Inc. ran workshops and purchased dung beetles.

What a fantastic day!

Russ from Ecoinsects was very informative on all things Dung Beetle.

Our morning started with a background about Dung Beetles and how to identify them. After morning tea we were off to put theory into practice and find some Dung Beetles. We found a total of 8 different species. Thank you to DGM Angus for allowing the group to search for beetles on your farm.

Thank you to [Sustainable Futures - Muswellbrook](#) and [Muswellbrook Shire Council](#) for our grant to fund our workshop. [Hunter Local Land Services](#) and [Upper Hunter Landcare](#) for your support.

Lastly, thank you to Russ from Ecoinsects for your invaluable knowledge.



- Muswellbrook Public School upgraded taps to save water.
- Muswellbrook Preschool & Kindergarten received funds for bus trips to various locations relating to Landcare. However, due to flooding some of these trips have been postponed.
- Hunter Region Landcare Network received funds for Birds, Bees, and Butterflies walks and a Seed Propagation Workshop. These were delayed by flooding and will be rescheduled shortly.
- Little Kindy upgraded their garden. See below.

We would like to say a big thankyou to [Sustainable Futures - Muswellbrook](#) and [Muswellbrook Shire Council](#) for their ongoing support in helping us on our journey to embedding sustainable practices within our centre.

At Little Kindy Muswellbrook, we are so grateful for our brand new Sustainability Gardening Area! This beautiful new space will provide countless hands-on learning opportunities for our children from planting and nurturing, to harvesting and composting the children now have additional opportunities to explore, wonder, and connect with the natural world around them.



Seedlings Giveaways

1500 native seedlings were given away free to residents to establish more native vegetation on private land.

Hunter Floodplain River Red Gum Genetics Project

500 genetically diverse seedlings were planted in natural areas using information from the strategy developed in 2023-24. This means collecting seed from other parts of the State to propagate and plant in Muswellbrook Shire. This work will help build resilience and climate ready plantings. Some of these seedlings were impacted by recent flooding.

Giant's Leap Trail Upgrades

This project involved improving access and installing more directional markers along the Giants Leap walking trail in Sandy Hollow.

Weed tree removal on Council land

Removal of weed trees on Council land continued.

Weed control for seedlings survival

Weed control to assist in maintaining seedlings previously planted areas as part of National Tree Day, grant and Council funded projects was completed. This is especially important as costs rise and weather conditions make more weeds grow.

Cultural Burn

Funded work to conduct cultural burns on land selected by Wanaruah Local Aboriginal Land Council. This project is due for completion by June 2026.



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

Responsible Officer: Director - Planning & Environment

Author: Administration 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 (1/5/2025-5/6/2025)

DA No.	DESCRIPTION	PROPERTY	VALUE (\$)
2025/33(1)	Dwelling	18 Babbler Crescent Muscle Creek	\$736,545.00
2023/136(2)	S4.55(1A) Modification - Double Garage with Awning	1639 Merriwa Road Sandy Hollow	\$37,900.00
2025/32(1)	Carport	63 Carl Street Muswellbrook	\$22,180.00
2025/31(1)	swimming pool	15 Babbler Crescent Muscle Creek	\$78,000.00
2025/30(1)	Extension to Existing Shed	125 Maitland Street Muswellbrook	\$15,000.00
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
2025/20(1)	Dwelling & Attached Garage	1 Redzel Close Muswellbrook	\$442,882.00



DA No.	DESCRIPTION	PROPERTY	VALUE (\$)
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
2025/14(1)	Two (2) Lot Strata Subdivision	9 Fleming Street Muswellbrook	\$10,000.00
2025/17(1)	Swimming Pool	12 Manning Street Muswellbrook	\$39,278.00
2025/12(1)	Shed	15 Bowman Street Muswellbrook	\$23,305.00
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

TOTAL = 17***Schedule 2: Development Applications Currently Being Assessed***

DA No.	DESCRIPTION	PROPERTY	VALUE (\$)
2025/47(1)	Additions to Dwelling	1180 Yarrawa Rd Yarrawa	\$320,000.00
2025/49(1)	Consolidation of Seven (7) to Three (3) Lots	Denman Parish County Brisbane	\$20,000.00
2025/36(1)	Retaining Wall	16 Tierney Street Muswellbrook	\$2,000.00
2025/48(1)	Shed	29 Stockyard Parade Muswellbrook	\$65,085.00
2025/46(1)	Demolition of Dwelling	22 Sydney Street Muswellbrook	\$91,318.00
2025/44(1)	Dwelling	27 Carl Street Muswellbrook	\$300,000.00
2025/42(1)	Single storey dwelling	13 Sepoy Crescent Muswellbrook	\$549,665.00
2025/43(1)	Additions - Deck and Roof	10 Ogilvie Street Denman	\$55,000.00
2025/40(1)	Change of Use - Cafe/Coffee Shop	54-56 Sydney Street Muswellbrook	\$10,000.00
2025/39(1)	Dwelling	12 Paxton Street Denman	\$500,465.00
2025/41(1)	Dwelling	43 Ford Street Muswellbrook	\$271,000.00
2025/38(1)	Home Industry (Motor Vehicle Inspections & Repairs)	9a Grey Gum Road Denman	\$0.00



DA No.	DESCRIPTION	PROPERTY	VALUE (\$)
2025/37(1)	Shed & Retaining Wall	11 Stable Close Muswellbrook	\$116,114.00
2025/34(1)	Carport and Patio Covers	168 Yarraman Road Muswellbrook	\$111,500.00
2022/17(2)	S4.55(1A) Modification - Dwelling	2 Shaw Crescent Muswellbrook	\$210,000.00
2025/27(1)	Shed	10 Wilson Street Muswellbrook	\$30,000.00
2025/19(1)	Electricity Generating Works (Battery Storage System)	31-35 Rutherford Road Muswellbrook	\$500,000.00
2018/54(10)	S4.55(1A) Modification - Alterations and Additions to Loxton House	142 Bridge Street Muswellbrook	\$1,200,000.00
2025/26(1)	Community Infrastructure Depot	252 Coal Road Muswellbrook	\$16,132,600.00
2025/29(1)	Shed	34 Dumaresq Street Muswellbrook	\$31,231.00
2019/102(3)	S4.55(2) Modification - Electricity Generating Works (Solar Farm)	1333 Merriwa Road Denman	\$11,960,115.00
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
2025/23(1)	Shed & Pool	3 Stockyard Parade Muswellbrook	\$88,000.00
2025/21(1)	Farm Building Extension	750 Yarrowa Road Denman	\$72,994.00
2025/5(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
2024/60(1)	Construction of K-12 School	72-74 Maitland Street Muswellbrook	\$7,892,500.00
2024/24(1)	Childcare Centre	118 Maitland Street Muswellbrook	\$4,268,105.00
2024/9(1)	Childcare Centre	38 Maitland Street Muswellbrook	\$1,924,000.00
2023/135(1)	Shed	44 Cousins Street Muswellbrook	\$30,000.00
2019/53(1)	Subdivision of Two (2) Lots into Seventy Five (75) Lots	9027 New England Highway Muswellbrook	\$4,875,600.00



DA No.	DESCRIPTION	PROPERTY	VALUE (\$)
2025/51(1)	Dwelling house	172 Grasstree Ridge ROW Muswellbrook	\$1,990,357.00
2025/50(1)	Swimming pool	50 Pretoria Row Muswellbrook	\$34,726.00
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
2022/95(2)	Mod - Staged demolition of existing buildings and construction of a new grandstand and amenities	3 Wilkinson Avenue Muswellbrook	\$8,965,000.00

Total = 40

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)

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

* note EHO was in conference and on leave for most of April



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.

	May 24	Jun 24	Jul 24	Aug 24	Sept 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25
Applications Received (new businesses)	1	0	0			0	0 *	2	0	0	1	0	1
Inspections (new businesses)	1	2	3			0	2 **	2	0	0	0	0	1
Inspections (existing businesses)	0	24	1			0	0	14	1	0	1	0	9
Re-inspections	0	0	0			0	0	0	0	0	0	0 ***	0

* NB: 34 Temp food received

** NB: 28 Temp food inspected

*** NB: EHO was in conference and on leave for most of April

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)

	May 24	Jun 24	Jul 24	Aug 24	Sept 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25
Total Sites Inspected	11	3	12			15	11	11	3	12	6	8	9
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)

	May 24	Jun 24	Jul 24	Aug 24	Sept 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25
Total Investigations	5	10	18			0	7	10	14	20	9 new	15 new	16 new
Total Clean up by Council - insufficient evidence	0	0	0			0	0	0	0	0	2	2	7
Total Clean Up by individual	0	0	0			0	1	1	0	1	1	3	0
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	5	10	18			0	6	9	0	19	40 *	47	49

* (change of search parameters to capture outstanding to March 2024). An audit is to be carried out to confirm those investigate but not closed off.



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)

	May 24	Jun 24	Jul 24	Aug 24	Sept 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Total
Applications for Compliance Certs.	3	0	6			0	1	0	11	3	7	6	10	47

Total compliance inspections (not inc. finals for OCs)	4	6	6			7	6	3	11	7	13	6	22	91
Initial Inspections	1	4	4			5	3	0	6	6	10	4	16	59
Re-inspections	3	2	2			2	3	3	5	1	3	2	6	32

Compliance Certs / Occ. Certs issued	4	3	4			4	3	4	7	4	6	3	18	60
--------------------------------------	---	---	---	--	--	---	---	---	---	---	---	---	----	----

Fees invoiced	\$572.73	\$650	\$1100			\$1300	\$350	\$600	\$1363.64	\$650	\$800	\$1863.64	\$1650	\$10900.01
---------------	----------	-------	--------	--	--	--------	-------	-------	-----------	-------	-------	-----------	--------	------------

Total Pools in Council's SPR = 1014

(Note: 1155 records in SPR but 138 have been notified as demolished, 2 are Council's Public Pools and 1 is on Crown Land)

Current Compliance = 21.59%

SUSTAINABILITY - May 2025

Buffer trimming near Motels on Muscle Creek

Staff arranged evening works conducted by a local arborist to trim vegetation along Muscle Creek, particularly alongside both the Remington and Muswellbrook Motor Inn. These works were scheduled for a Friday and Saturday night as these nights had low guest occupancy at both motels. Both motels were grateful for the works that occurred.

Flying Fox Influx

Staff have been delivering car covers, washing line covers and loaning gurneys to residents impacted by the current Grey Headed flying fox influx. Staff have also continued to liaise with state government representatives about the best ways to assist residents with issues arising from the influx without causing harm to the Flying foxes. Flying Fox number have reduced recently.

Fleet Transition Plan

Staff have been working with Everergi consultants who are preparing a Fleet Transition Plan for Council. Transitioning the fleet away from fossil fuels is an important step on the road to Net Zero.

**Habitat for Flying Foxes in Denman**

1000 native seedlings, including genetically diverse River Red Gums, were planted in March. Despite vandalism and two flood events, they survived well. These seedlings were planted as part of efforts to encourage Flying Foxes, that currently roost behind the Denman caravan park, away from resident's houses once the vegetation has matured.

**Household Chemical Cleanout**

The Household Chemical Cleanout was held at the Muswellbrook Indoor Sports Centre carpark. These events are free services held across NSW on specified dates. CleanOut events in regional NSW are organised by voluntary regional waste groups with support from the EPA and Council.

Reuse Shop EOI

The closing date for the EOI to run the Muswellbrook Reuse Shop was extended. An interview with ABC Radio was conducted.

Environmental Trust Application

An Environmental Trust application under the Restoration and Rehabilitation program was completed. This would fund restoration works near Denman Sewerage Treatment Plant and across the Shire.

FOGO bin liners

Staff have been working on creating a more efficient system for getting “free” bin liners to residents.

Sustainable Futures Network

The Muswellbrook Sustainable Futures Network is an NSW Government Environmental Trust funded project that finishes in March 2026. This project provides funds to enhance sustainability in educational groups.

Muswellbrook Childcare Centre and Merriwa Central Public School visited the Sustainability Hub. We were able to show them some ideas for their gardens. The students were also reminded how to look after pets and other animals.

Polly Famer Foundation High School students continued their regular visits to the Hub creating plant labels and wooden birds. Staff assisted St Joseph's Primary School Denman to restart their garden with new plants and a compost bin. A presentation about Muscle Creek was given to 45 Muswellbrook South Public School students.



Council supported Muswellbrook South Public School's Green Team to grow plants as gifts to mothers for Mother's Day. Martindale Public School is working with an artist to create artwork. Homeschool students held Waterwatch activities at Hyde Park in Denman.





New window stickers for the Hub

Some great new window stickers have been installed at the Muswellbrook Animal Care & Sustainability Hub. The design of these stickers came from Sandy Hollow and Denman Public Schools and Muswellbrook Preschool.



Giant's Leap

Directional markers were installed and the track maintained along Giant's Leap walk at Sandy Hollow.



Support for Sustainability Hub Groups

Hunter Disability Services visit the Muswellbrook Sustainability Hub each Tuesday. Auroa Supports visit every Friday. Warrior Disability Services composts food scraps 3 days a week. The Hub has a nice (dry and warm) meeting room and kitchen that can be used by other groups.



**Sustainable Futures – Muswellbrook Facebook**

The popularity of the Sustainable Futures – Muswellbrook Facebook page continues to grow. It has now received 1900 page likes and 2,1577 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. Draft Procurement Policy for Adoption

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. Procurement Policy MSC01E [10.2.1.1 - 20 pages] 2. Submission for Draft Procurement Policy Redacted [10.2.1.2 - 4 pages]

PURPOSE

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

OFFICER'S RECOMMENDATION

Council ADOPTS the *Procurement Policy*.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

A review of the *Procurement Policy* has been carried out, and the draft policy has completed 28 days of public exhibition. One submission was received, and further amendments have been made to the policy.

PREVIOUS RESOLUTIONS

The *Draft Procurement Policy* was reported to the 22 April 2025 Ordinary Council Meeting, where Council resolved as follows:

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.



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.

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* which is currently on public exhibition until 26 June 2025.

CONSULTATION

Chief Financial Officer

Coordinator Procurement and Contracts

Business Improvement Officers

Management Leadership Group

Community via public exhibition on Council's website 24 April 2025 – 22 May 2025

REPORT

At the 22 April 2025 Ordinary Council Meeting, Council endorsed the *Draft Procurement Policy* to be placed on Public Exhibition, via Council's website, for a period of 28 days.

The Policy was exhibited on Council's website from 24 April 2025 to 22 May 2025.

One submission was received by Council during the submission period (attachment 2).

The following amendments have been made to the policy:

- Amendment to the Buy Australian clause to ensure purchases of Australian Made Products and products from Australian Businesses made under this clause are cost effective, like for like, and similar quality.
- Amendment to the Supplier's obligations from referring to Council's own Supplier Code of Conduct to the NSW Government's Supplier Code of Conduct and Council's Statement of Business Ethics.



In addition, the following was recommended in the response provided to the draft Policy, and considered, however, was not included as a recommendation. The suggestion below, contained in the response, may, however, be included by Council by way of amended motion if desired:

- Amendment of the lowest quotation threshold for one (1) verbal or written quotation from \$0 - \$2,000 to \$0 - \$4,000.
- Amendment of the next quotation threshold for two (2) quotations from \$2,001 - \$10,000 to \$4,001 to \$10,000.

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 the Policy on Council's website from 24 April 2025 to 22 May 2025 provided the Community with an opportunity to make submissions. One submission was received by Council during the submission period.



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		
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		

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.

(02) 6549 3700 @ council@muswellbrook.nsw.gov.au Campbell's Corner 60–82 Bridge Street Muswellbrook NSW 2333

P0 Box 122 Muswellbrook 2333 muswellbrook.nsw.gov.au muswellbrook shire council ABN 86 864 180 944

Table of Contents

1. Policy objective.....	4
2. Risks being addressed	4
3. Scope	4
4. Definitions	4
5. Policy Statement	7
5.1 Procurement principles	7
5.1.1 Value for money.....	7
5.1.2 Risk management through procurement planning.....	7
5.1.3 Modern slavery mitigation.....	7
5.1.4 Management of work health and safety	7
5.1.5 Consideration of environmental sustainability and circular economy.....	7
5.1.6 Provision of equal opportunities and social inclusion	8
5.1.7 Prioritisation of local procurement.....	8
5.1.8 Buy Australian	9
5.2 Procurement conduct.....	9
5.2.1 Conduct of Council staff.....	9
5.2.2 Promotions and incentives	9
5.2.3 Supporting competition	9
5.2.4 Splitting of orders	10
5.2.5 Responsible financial management and allocation of funds.....	10
5.2.6 Responsible record keeping.....	10
5.2.7 In-house tendering.....	10
5.2.8 Conduct of current or potential Suppliers	11
5.3 Market Approach	11
5.3.1 Procurement Aggregator purchases.....	11
5.3.2 Standing Offer purchases	11
5.3.3 Spot Purchases	11
5.4 Purchase Orders	11
5.5 Quotation thresholds.....	12
5.5.1 Outsourcing of Council services	13
5.5.2 Emergency procurement	13
5.5.3 Disaster recovery procurement.....	13
5.5.4 Exemption process	13
5.6 Contract management principles.....	13
5.6.1 Utilisation of appropriate contract terms	13
5.6.2 Establishment of contract governance processes.....	14

5.6.3	Clear definition and communication of key contract outcomes.....	14
5.6.4	Proactive variation and change management.....	14
5.6.5	Measure contract performance and drive continuous improvement.....	14
5.6.6	Modern slavery remediation.....	14
5.6.7	Contract lifecycle management.....	14
5.7	Disposal of assets.....	14
6.	Application of the policy	14
6.1	Key responsibilities	15
6.1.1	Elected Body	15
6.1.2	General Manager	15
6.1.3	Directors and managers	15
6.1.4	Procurement Department.....	16
6.1.5	Finance Department.....	16
6.1.6	Manager Governance and Risk.....	16
6.1.7	Legal Counsel.....	16
6.1.8	WHS Advisors	16
6.1.9	Council officers	17
6.1.10	Suppliers	17
7.	Compliance and references.....	17
8.	Specific Disclosure.....	18
9.	Review.....	18
	Version History.....	19

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
	<ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> (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 **cost effective** options for procuring **like for like and similar quality**, 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 **that are cost effective, like for like and similar quality**.

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 [Council's Statement of Business Ethics](#) and the [NSW Government's](#) 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. Public exhibition of draft policy from 24/04/25 to 22/05/25.
6	11/06/2025	Coordinator Procurement & Contracts	Change from referring to Council's own Supplier code of Conduct to the NSW State Government's Supplier Code of Conduct. Refinement of the Buy Australian clause as suggested during public consultation.

From: [REDACTED]
Sent: Monday, April 28, 2025 2:53 PM
To: Muswellbrook Shire Council
Cc: [REDACTED]
Subject: Recommended Amendments to Draft Procurement Policy MSC01E

Dear Derek,
I just wanted to quickly mention that everything below is shared with the best of intentions, purely to help strengthen and update the Procurement Policy where needed. There's absolutely no criticism intended — the suggestions are based on aligning with legislation and current best practices. I really appreciate the opportunity to contribute and hope this comes across as constructive and supportive.

I would like to propose a number of amendments to ensure the policy fully aligns with the Local Government Act 1993 (NSW), the Local Government (General) Regulation 2021 (NSW), and the NSW Office of Local Government Tendering Guidelines 2021. The proposed updates relate to both Tenders and Requests for Quotation (RFQs), and are summarised below:

- Tender Advertising: Add an explicit requirement that all tenders be advertised on Council's website and in a local newspaper for a minimum of 21 days, in accordance with LGA 1993 s55(2) and LGR 2021 cl 170.
- Evaluation Committee: Formalise the requirement for an Evaluation Committee of at least three members, with WHS officer and Manager as Chair for RFQ's Under \$250,000 (inclusive of GST).
- Tendering Evaluation Committee: Formalise the requirement for a Evaluation Committee of at least three members, with WHS officer and Finance officer. for tenders over \$250,000 (inclusive of GST).
- Publication of Tender Outcomes: Confirm that tender award outcomes (successful tenderer's name and contract amount) must be publicly disclosed, consistent with LGR 2021 cl 178.

Procurement wide improvements (Tenders and RFQs):

- Conflict of Interest Declarations: Require all evaluation panel members (including RFQ panels for procurements over \$50,000) to complete a Conflict of Interest Declaration prior to assessment.
- Standing Offer Contracts: Clarify that if a standing offer panel is being established and the cumulative value exceeds \$250,000 (inclusive of GST), an open tender must be conducted instead of an RFQ process.
- Councillor Involvement Clarification: State clearly that Councillors are not permitted to participate in the evaluation or negotiation of tenders or RFQs, other than resolving tenders formally at Council meetings.
- Emergency Procurement Documentation: Strengthen the emergency procurement section by directly referencing LGA 1993 s55(3)(k) and confirming that emergency RFQs must also be properly documented and signed by General Manager.
- Internal Audit Provisions: Add that both tender and RFQ processes may be subject to random or periodic internal audits to strengthen procurement integrity.
- Governance and Escalation Pathways: Strengthen linkage to Council's Procurement Governance Framework by providing a clear escalation pathway for non-compliance.

Policy Review Enhancement:

- Update the review clause to require an immediate review of the Procurement Policy upon any legislative changes to the LGA or LGR.

Procurement Policy, under a new section (maybe **5.8 Invoice Verification and Payment**), you could insert something like:

5.8 Invoice Verification and Payment

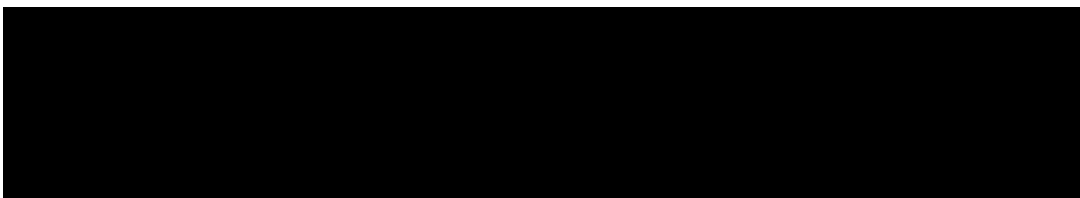
- All supplier invoices must reference the relevant Council Purchase Order and must correspond to the approved scope of works, goods, or services.
- Invoices must be verified by the responsible officer to confirm:
 - Delivery or completion of the goods or services to the required standard;
 - Compliance with contract deliverables, including defects rectification, warranty obligations, and retention release conditions;
 - Pricing and quantities match those agreed under the contract or purchase order;
 - No unauthorised variations or additions are included without formal approval.
- Invoices relating to works or services subject to a Defects Liability Period, Warranty Period, or Retention Period may be withheld until obligations are satisfied.
- Disputed invoices must be placed "on hold" and referred to the Procurement Department and Finance Department for resolution.
- Invoices must be authorised in accordance with Council's Financial Delegations Policy and payment timeframes must comply with statutory and contractual obligations.
- Complete and accurate records of invoice verification, approvals, and disputes must be maintained for audit purposes.

Estimated value of goods or services exclusive of GST	Minimum requirements	Suggestions	Reasoning
\$0 to \$2,000	Minimum of one (1) verbal or written quotation.	Change to \$4000	<u>Inflation and Market Price Increases</u> <ul style="list-style-type: none">• Over time, material costs, labour rates, and service fees have risen sharply (especially post-2020).• A \$2,000 threshold set years ago might now capture very minor purchases (like a few hours of service, basic spare parts, minor maintenance).• \$4,000 better reflects the <i>modern cost of small operational</i>

			<p><i>needs</i> without unnecessary bureaucracy.</p> <ul style="list-style-type: none"> • Council resources (staff time) are better spent focusing on larger procurements where real savings and risk mitigation occur. • Raising the threshold frees up officer time for higher-value procurement activities • Many councils are already at \$3,000–\$5,000 for first written quote requirements (e.g., City of Newcastle: \$3,000, Cessnock: \$15,000 for written quote). • Moving from \$2,000 to \$4,000 modernises the policy in line with industry practice across NSW • Officers spends less time chasing unnecessary second quotes for truly small, low-risk purchases.
\$2,001 to \$10,000	Minimum of two (2) written quotations.	Change to \$4001 - \$10000	Formal quotation (two or more written quotes) should start from \$4,001 and above
\$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		Just wondering Should this be 249,999?

	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.		Just wondering Should this be 250k? Public tender process must be conducted for all procurements valued at \$250,000 (including GST) or above, unless an exemption under the Act.

Thank you and kind regards, [REDACTED]



**10.2.2. Delivery Program 2025 - 2029**

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 [10.2.2.1 - 22 pages]

PURPOSE

To request Council's adoption of the Delivery Program 2025 - 2029.

OFFICER'S RECOMMENDATION

Council ADOPTS the Delivery Program 2025 –2029.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

Council is required to adopt the Delivery Program 2025–2029 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 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 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 Delivery Program prior to adoption. Council received nil submissions from the community during this period.

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 Delivery Program 2025-2029 and the Resourcing Strategy 2025 - 2029.

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 Aunty 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, Aunty 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>

Contents

Acknowledgement	2
Message from the Mayor	4
Message from the General Manager	5
Our Council	6
Our shire	8
At a glance	10
Economic Output	11
Integrated Planning and Reporting Framework	12
Relevance of the Delivery Program to the Community Strategic Plan	14
Council's Role and Services	15
United Nations Sustainable Goals	16
How to read the Delivery Program	17
Vision	18
Themes	19
We are a..... strong community	20
We are a...Regional centre	22
We have a...Thriving economy	24
We are a...Great place to live	26
We are...Working together	28
Major Projects	30
4 year Budget Forecast	38
Measuring Success	40

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

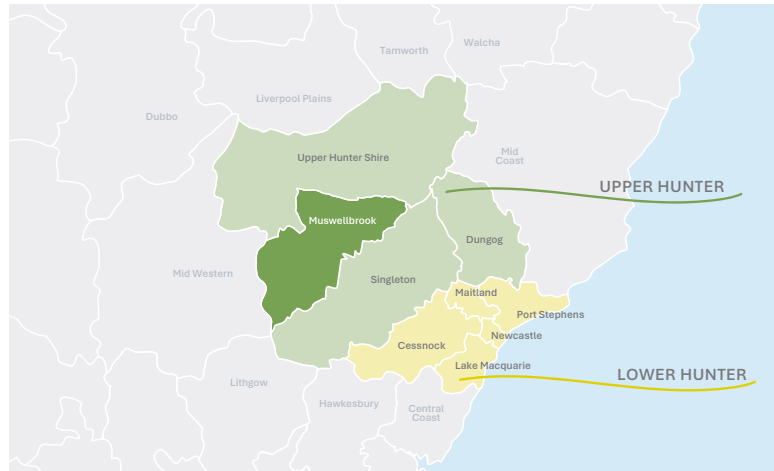
Fourth term councillor and Muswellbrook resident since 1982, Rod and his family have contributed greatly to the Shire community. He has served as deputy mayor and mayor during his time on Council and brings a wealth of experience to the table. During this term he wants to continue to improve the Shire's 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.

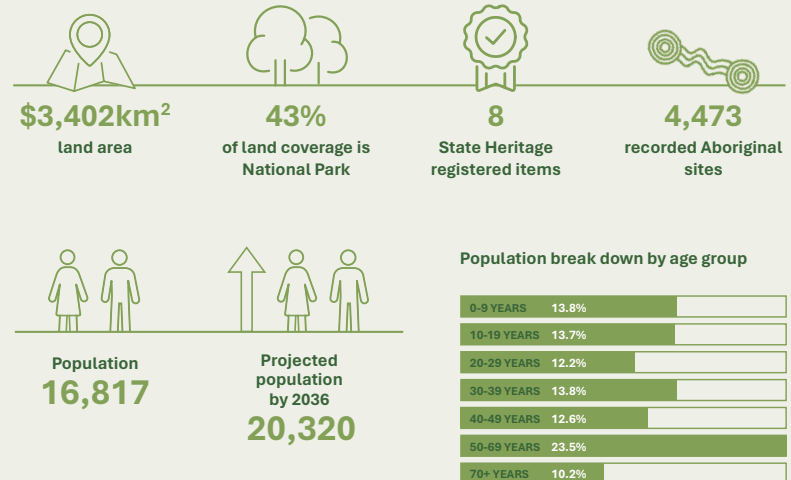
Council is focused on improving liveability and our natural advantages. Muswellbrook Shire offers a comparatively affordable lifestyle with diverse housing options from in-town living to lifestyle properties.

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.

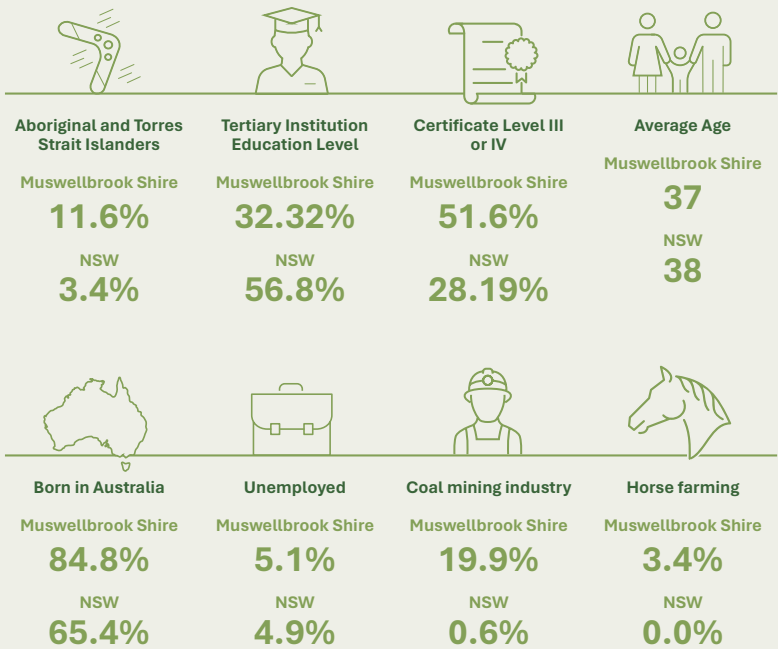
Council is ensuring all members of our community have improved access to health care, transportation, services, education and housing to improve their quality of life and opportunity.

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.



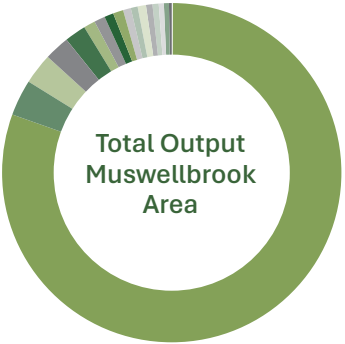
At a Glance

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

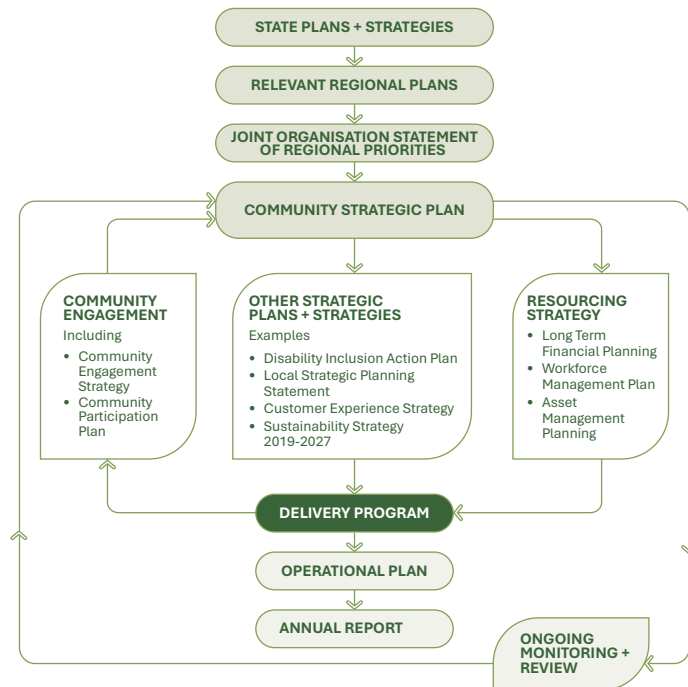


Living Situation

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.



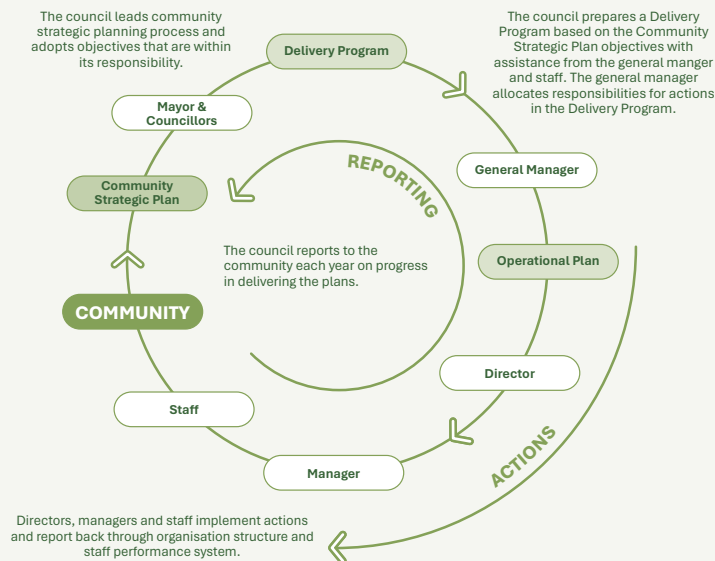
Relevance of the Delivery Program to the Community Strategic Plan

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/



14 Muswellbrook Shire Council

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:



Operational Plan 2025-2026 15















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.



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:

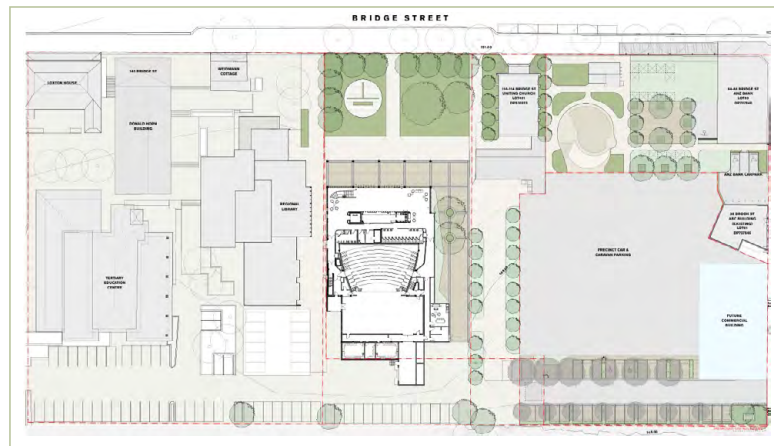
- the delivery of the Muswellbrook Bypass by 2027;
- improved health services and public transport for the Shire;
- planning and resourcing for post mining land use;
- leadership to drive economic diversification;
- Wollombi Precinct staged delivery;
- improved access to education, training and research.

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.

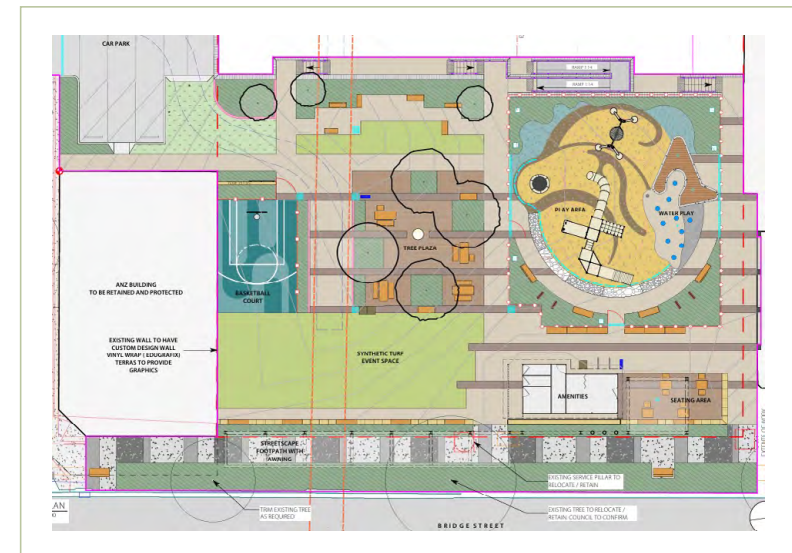
This will be achieved through the creation of an attractive, safe and engaging public space which can facilitate a range of experiences for gathering, community markets, pop up food vans /services, and passive recreation.

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.

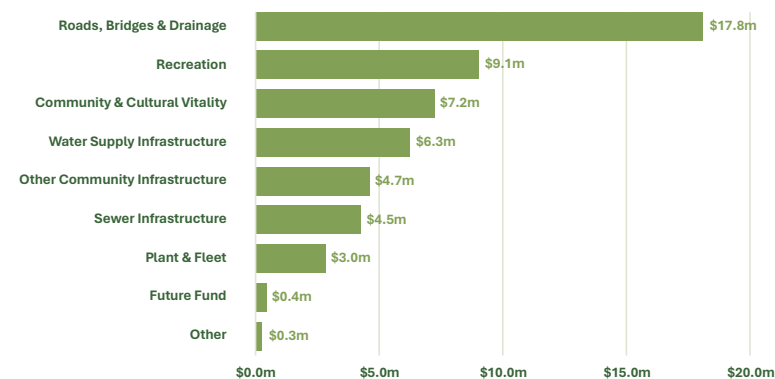
**Estimated Cost: \$14.5 Partial funding: \$4.8M
\$14.5M**



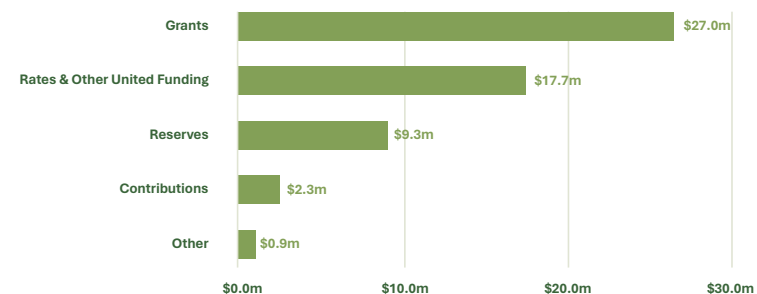
4 Year Budget Forecast

	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

 <p>Deliver</p> <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 	 <p>Partner</p> <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 	 <p>Advocate</p> <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
--	--	---





**muswellbrook
shire council**

muswellbrook.nsw.gov.au

**10.2.3. Resourcing Strategy 2025 - 2029**

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:	<ol style="list-style-type: none">1. Resourcing Strategy 2025 - 2029 Final for Adoption [10.2.3.1 - 56 pages]2. DRAFT Asset Management Policy MSC057E [10.2.3.2 - 8 pages]

PURPOSE

To request Council's adoption of the Resourcing Strategy 2025 – 2029.

OFFICER'S RECOMMENDATION

Council ADOPTS the Resourcing Strategy 2025 – 2029.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

To adopt the Resourcing Strategy 2025–2029 by 30 June 2025.

PREVIOUS RESOLUTIONS

Not applicable.

BACKGROUND

A council must have in place an adopted 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

Broad community consultation was carried out

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 required 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 Council will help achieve the Resourcing Strategy in terms of time, money, assets, and people.

Council's Integrated Planning and Reporting documents, including the Resourcing Strategy 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 Resourcing Strategy prior to adoption. Council received nil submissions from the community during this period.

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 Resourcing Strategy 2025–2029.

COMMUNITY CONSULTATION / COMMUNICATIONS

Consultation aligns with the adopted Community Engagement and Participation Plan.

Resourcing Strategy 2025-2029



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.



Contents

Message from the General Manager	4
Executive Leadership Team	5
Organisational Structure	6
Vision	7
Themes	8
Introduction	9
Integrated Planning and Reporting Framework	10
Workforce Management Planning	12
Introduction	13
Context	13
Engagement	17
Spirit Values	19
Key Themes	21
Measuring success	22
Asset Management Planning	26
Introduction	27
Asset Management Framework	29
State of our Assets	30
Mega-Trends	33
How we will deliver on this strategy	35
Appendix 1 – Asset Management Information Register	38
Appendix 2 – Charter of the Asset Management Steering Committee	39
Appendix 3 - Asset Management Policy	
Long-Term Financial Planning	40
Introduction	41
Strategic Alignment	45
Council's Current Financial Position and Forward Strategy	46
Financial Modelling	48
Operating Performance by Fund	50
Alternative Scenarios	52
Risk Management	54
Sensitivity Analysis	54

Credit for images throughout the publication goes to:
Jonathan Burrows / Pretty Amazing Productions, Spectrum
Comms, and Muswellbrook Shire Council. All images, ongoing
and throughout this document, are credited and copyrighted by
Muswellbrook Shire Council and staff, unless stated otherwise.



Message from the General Manager

The Resourcing Strategy supports the community's aspirations expressed in the Community Strategic Plan and articulates how Council will resource and implement the community's vision.

Effective resource planning ensures Council will focus not only on short-term issues and the range of service delivery identified in the one-year Operational Plan, but also on the medium and long-term objectives articulated in the Delivery Program.

The Resourcing Strategy consists of three inter-related elements:

Long Term Financial Planning;

Workforce Management Planning; and

Asset Management Planning.

Each element of the Resourcing Strategy plays a crucial role in resourcing the achievement of the four-year Delivery Program and annual Operational Plan. The actions and plans contained within the Resourcing Strategy ensure that Muswellbrook Shire Council has the necessary resources to carry out its planned activities, maintain its assets to sustain their useful life, and to meet our community's priorities now and into the future.

The Community Strategic Plan can only be achieved with sufficient resources. Council's Resourcing Strategy supports the Community Strategic Plan, Delivery Program, and Operational Plan by detailing how Council can help achieve the community's vision in terms of time, finances, assets, and people. The management of Council's resources is a matter we take very seriously, and, on behalf of Council and the Executive Leadership Team, I am proud to present this strategy to you.

Derek Finnigan

General Manager

Muswellbrook Shire Council

Executive Leadership Team

Derek Finnigan

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.

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.

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.

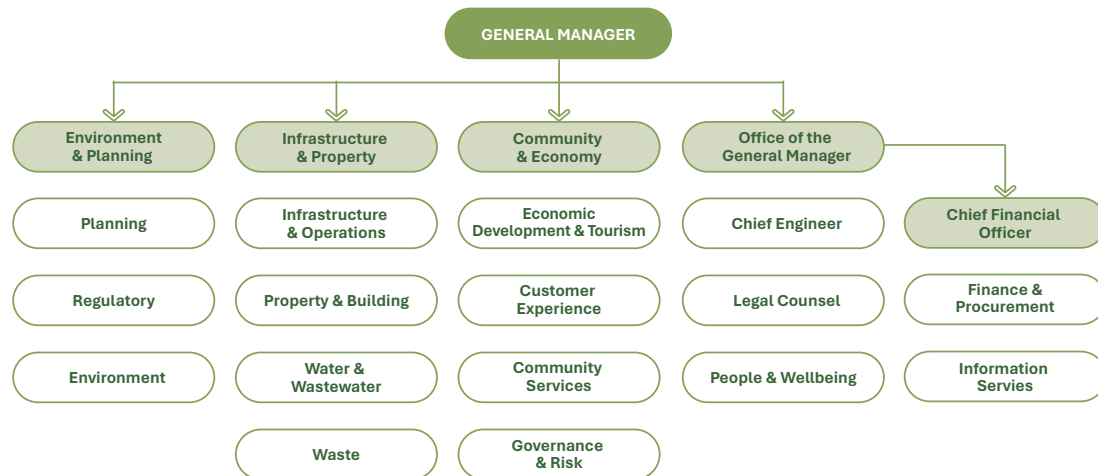
Alexandra Hathway

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.



Organisational Structure



Vision

**Our Shire is powered
by opportunity, with
space to grow and shape
a thriving future.**



Resourcing Strategy 2025-2029 7

Themes



Introduction

The Resourcing Strategy is made up of 3 components:

1. Workforce Management Plan

2. Asset Management Plan

3. Long-term Financial Plan

The resourcing strategy supports Council to work towards achieving the Community Strategic Plan 2025-2035, the Delivery Program 2025-2029, and the yearly Operational Plans.

Workforce Management Plan 2025-2029

The Workforce Management Strategy shapes the capacity and capability of the workforce to achieve Council's strategic objectives and actions. It considers what people, with what capabilities, experiences and expertise are required to implement Council's four year Delivery Program, and ultimately, the long-term aspirations in the Community Strategic Plan

Asset Management Plan 2025-2035

Council is the custodian of more than \$984m of infrastructure, community, operational and commercial assets, including roads, drains, footpaths, community facilities, recreational facilities, parks, buildings, and works depots.

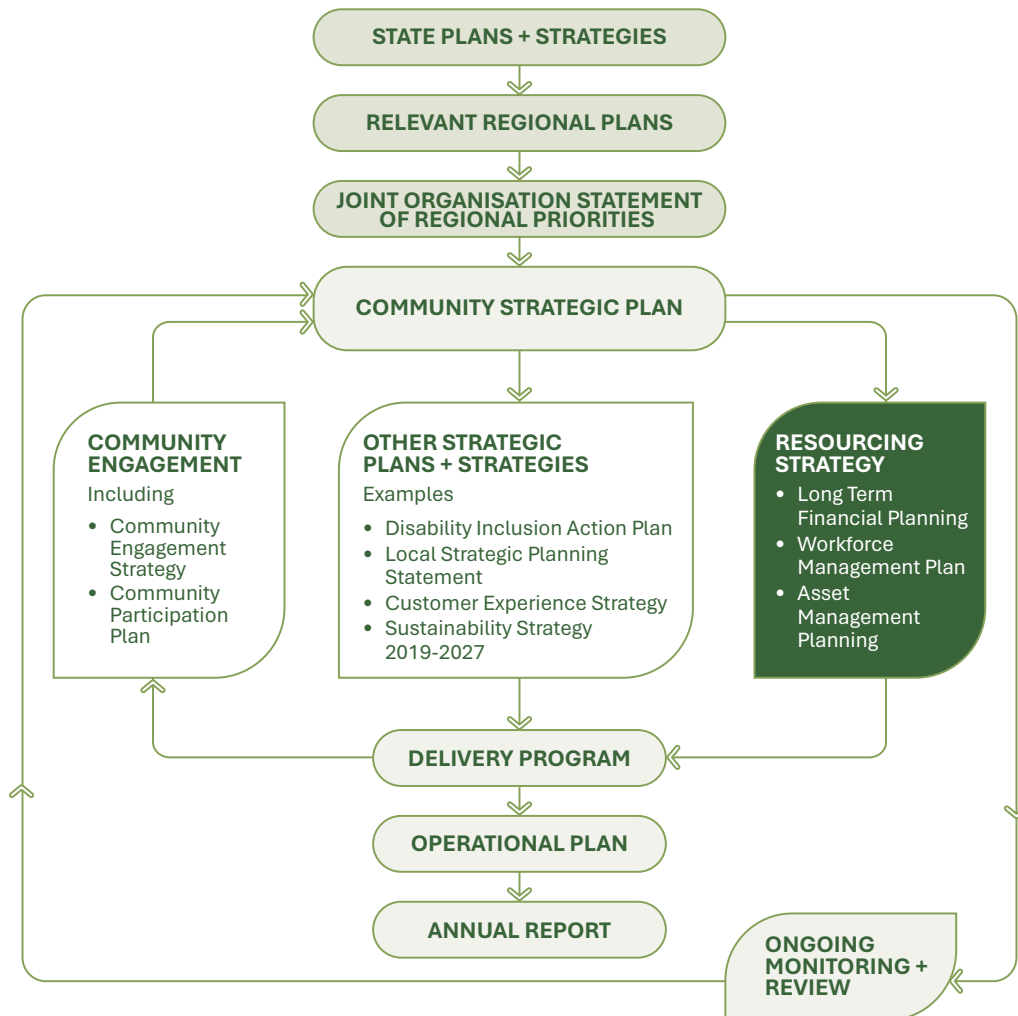
The Asset Management Framework includes an Asset Management Policy and an Asset Management Strategy. Also included in the framework, and published as a separate attachment, is an Asset Management Plan that covers our 8 asset categories:

- Recreation, Land Improvements and Other Structures
- Water
- Buildings and Community Land
- Wastewater
- Transport (Roads, Bridges, Footpaths)
- Landfill Waste
- Stormwater Drainage and Flood Structures
- Other Minor Classes

Long-Term Financial Plan 2025-2035

The Long-Term Financial Plan is a 10-year rolling plan that informs decision-making and demonstrates how the aspirations of the Community Strategic Plan and objectives of the Delivery Program and Operational Plan will be resourced and funded. It includes the financial implications of asset management and workforce planning, and outlines Council's ability to deliver cost-effective services to our community into the future, with a focus on financial sustainability.

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.

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.

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:

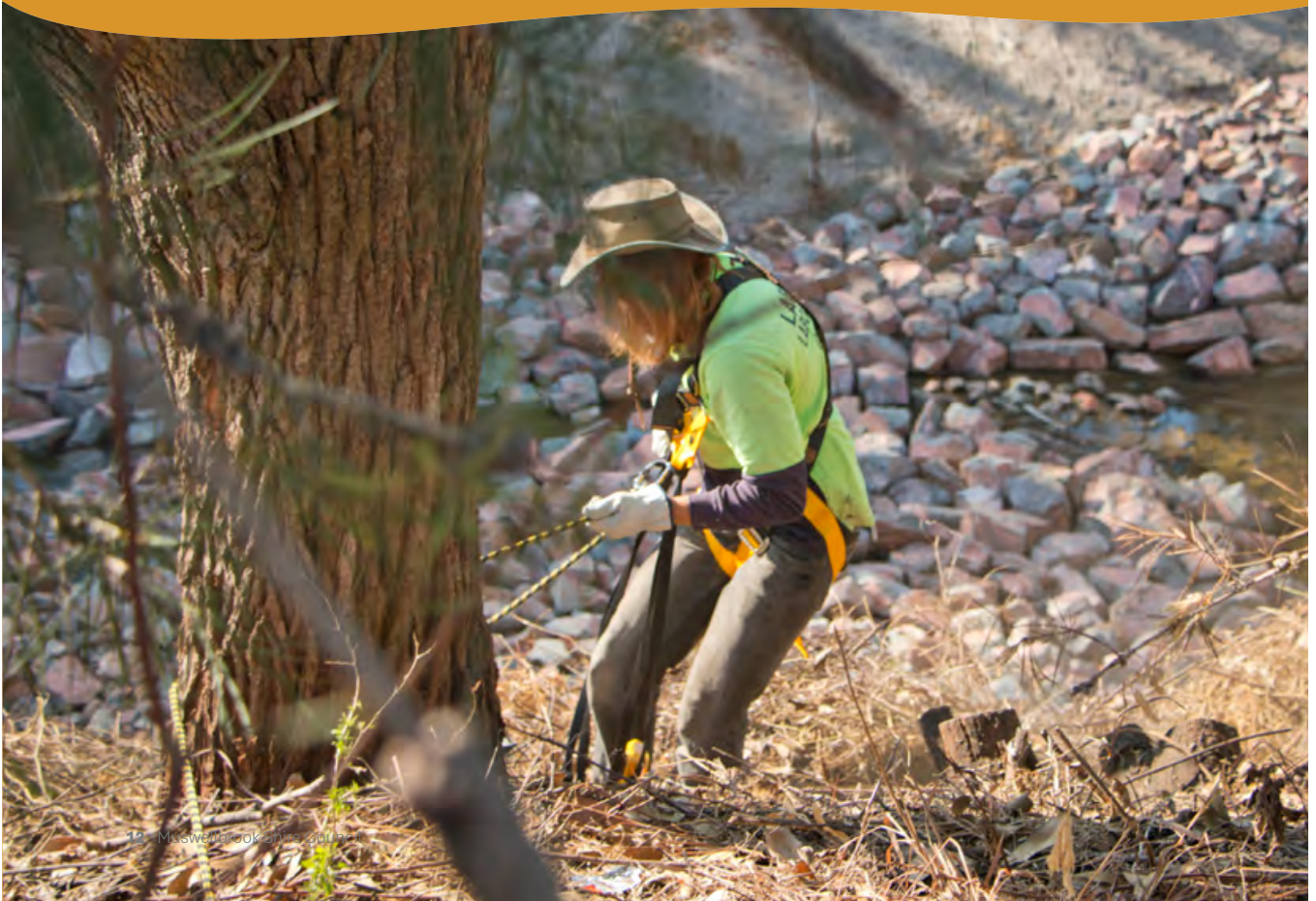
- Long-term Financial Plan (10 year)
- Asset Management Plan (10 year)
- Workforce Management Plan (4 year)
- Delivery Program (4 year)

Operational Plan

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.



Workforce Management Planning



Introduction

The Workforce Management Plan will ensure Muswellbrook Shire Council has a positive and proactive workforce with the right resources to achieve what is outlined in the Community Strategic Plan. Muswellbrook Shire Council will continue to focus on developing a culture that is consistent with Council’s SPIRIT values and an organisation that our employees are proud to work for. The Workforce Management Plan provides a snapshot of what actions and improvements are required in the workforce to meet future needs.

The Workforce Management Plan will be reviewed on an annual basis to ensure Muswellbrook Shire Council is achieving its operational requirements, and to evaluate progress and amend accordingly. By embedding a structured review process, Muswellbrook Shire Council ensures that its workforce strategy remains proactive and responsive.

Context

As of July 2024, the Council’s workforce consists of 221 employees across a diverse range of roles and disciplines. A key focus in developing our Workforce Management Plan is understanding the evolving demographics of our workforce. This ensures that we have the necessary skills and capabilities to effectively implement our Community Strategic Plan.

To guide this process, we begin by analysing the current composition of our workforce. This analysis enables us to identify emerging trends and anticipate potential challenges, providing the Council with a comprehensive overview of its workforce at the time of this strategy’s development.

Employment Type Across Council

Permanent employees (full time and part time) make up 77% of council’s workforce. Temporary/Term Contract, trainee and casual employees make up an additional 8%, 4% and 16% of the workforce respectively.

This distribution aligns with the broader employment trends seen across NSW. Notably, 65% of casual employees are employed within the Community Services Directorate. The majority of these roles are seasonal or subject to fluctuating demand, including positions at the pools, library, animal shelter, and in customer service and administration.



Situation	%
Full Time	61
Casual	16
Part Time	11
Temporary / Term Contract	8
Trainee	4

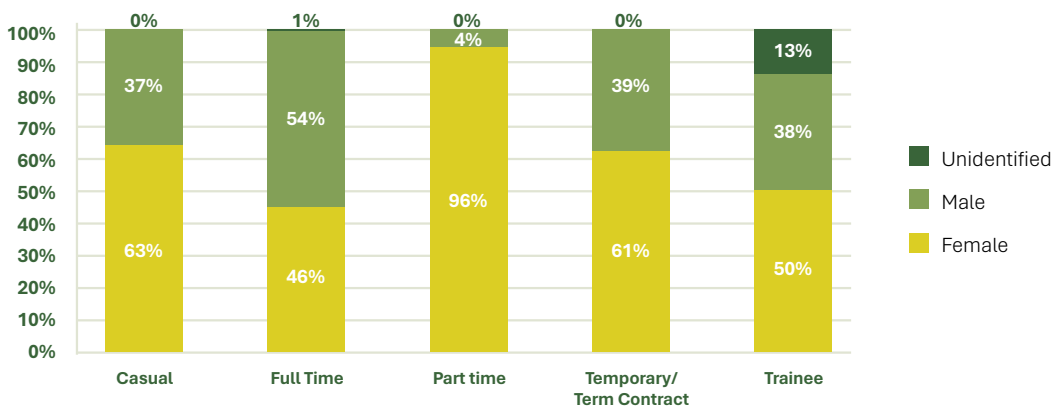
Gender Split Across Council

Women currently make up 55% of the Council's workforce, which is slightly higher than the 52.3% reported in the 2022 gender breakdown for other local councils.

Women hold 52% of leadership positions within Council. However, an analysis of employment types by gender reveals notable disparities in the distribution of full-time, part-time, and casual roles. Notably, 96% of part-time employees at the Council are female, which aligns with the findings of the 2022 Local Government survey, which highlighted a lower proportion of male part-time employees in rural councils.

Further analysis of the gender split across different sectors of the workforce shows that 70% of employees in outdoor and labour-intensive roles are male. In contrast, 76% of employees in indoor administrative and customer service roles are female.

Employment Category by Gender

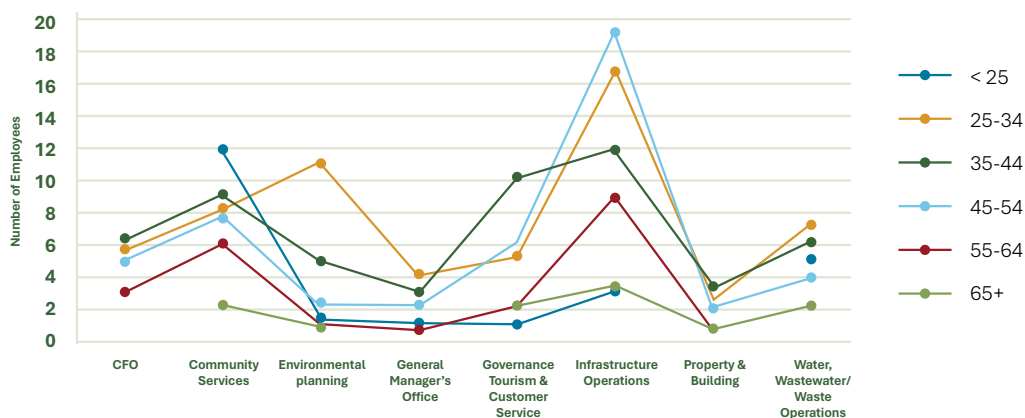


Aged-Based Analysis

The average age of Council employees is 41, which is slightly lower than the industry average of 43 years. A notable 29.9% of the workforce is aged 50 or over, with 10.4% nearing retirement within the next five years. In contrast, 26.7% of employees are 30 or younger, presenting an opportunity for Council to focus on attracting younger talent to the workforce.

A significant proportion of employees aged 45 and over are employed as works and waste operators within the Infrastructure and Operations Department. Given the physically demanding nature of many of these roles, Council may need to consider options for role modifications or retraining as these employees progress towards retirement. Effective succession planning will be crucial to preserve the expertise of long-serving staff. This is particularly important, as over 90% of councils across Australia are facing skills shortages, further emphasising the need for targeted recruitment, retention, and development strategies to overcome these challenges.

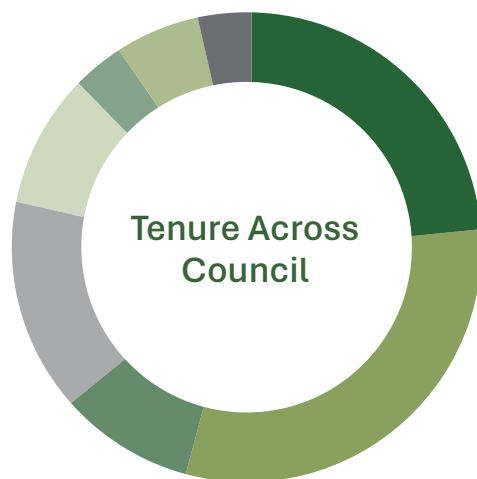
Age Representation across Departments



Tenure Across Council

64% of the workforce has up to 5 years of service, while 24% have less than 1 year of service. In contrast, 22% have between 10 and 20 years of service, and 9% have more than 20 years of service. The median length of service within the Council is 6 years.

Despite this, the turnover rate stands at 25%, which is notably higher than the rural council industry average of 18%. With local councils losing 1.3-1.5% of staff annually due to retirements and involuntary exits, this data highlights a need for targeted strategies to improve retention, and to support the professional development of less experienced staff.



Years	%
< 1	24
1-3	31
4-5	9
6-10	14
11-15	9
16-20	4
21-30	6
30+	3

Location of our Workforce

Council is committed to supporting local employment and attracting talent to the Muswellbrook Shire LGA. Currently, 70% of our workforce resides within the Muswellbrook LGA, while 19% live in the broader Hunter region. Only 11% of our workforce resides outside the Hunter region. However, it should be noted that at the time of this analysis, there were 32 vacant permanent positions, which indicates challenges in attracting candidates to Muswellbrook Shire.

This analysis offers valuable insights to help shape our future employment propositions and retention strategies.



Location	%
Muswellbrook LGA	70
Hunter Region (outside LGA)	19
Outside Hunter Region	11

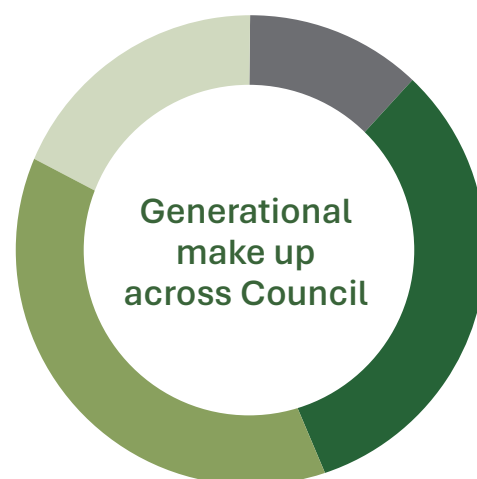
Muswellbrook Shire's population has increased steadily from 2011 (13,239) to 13,647 (2016) to 16,357 (2021) according to the Australian Bureau of Statistics. This poses as an opportunity for Muswellbrook Shire Council and how Council may present itself as an employer of choice for an increasing population. However, due to the 19.9% of the Muswellbrook Shire's population employed in the coal mining industry and Council not been able to compete with the coal mining salary, initiatives must be developed focusing on work life balance and employee wellbeing. A recent report completed by Lock the Gate Alliance, states the Hunter region has 17 mines closing over the next 20 years. This is something that Muswellbrook Shire Council will need to acknowledge as a potential opportunity for members of the community to training and offer job opportunities for them to remain in the Local Government area.

Muswellbrook Shire Council employees will receive 3% increase in rates of pay in compliance with the Local Government Award 2023.

Total Number of Employees as at 1 July 2024	221 Employees
Average Workforce Age	41
Average Length of Service (Years)	6
Number of new employees in FY2023/24	53
Number of employee departures in FY2023/24	48
Workforce Turnover rate (%)	25
Number of Volunteers as of March 2025	9
Percentage of workforce aged between 40-65+	50%
Percentage of workforce aged <30	24%



Gender	Number	%
Female	122	55
Male	97	44
Unidentified	2	1
Total	221	100



Generation	Number	%
Baby Boomers	26	12
Gen X	71	32
Millennials	86	39
Gen Z	38	17
Total	221	100

Engagement

Directorate Leadership Group (DLG)

The Directorate Leadership Group (DLG) is established to assist the General Manager in the leadership and management of Muswellbrook Shire Council and any related corporate bodies ('Council').

DLG has responsibility for setting operational goals in line with the Integrated Planning Framework, the Local Government Act and other relevant Statutory Requirements including Council's Policies and Procedures. DLG has responsibility for achieving results and developing people and system capacity, motivating, embodying and communicating values. DLG meetings aim to facilitate discussion and collaborative decision making.

The DLG will:

- discuss strategic application of financial and human resources across Council
- address enterprise risks and improve performance and service delivery
- exchange information and encourage innovation and idea sharing
- review Business Papers ahead of the Ordinary and Extraordinary Meetings of Council
- review Annual and Quarterly reports, including Budgets, Delivery Programmes and Operational Plans before formal submission to Council
- advise on the implications of policies, strategies, industry standards and changes to statutory requirements
- promote and endorse Council's Values in all aspects that affect Council's operations
- discuss matters that may affect the operations of Council, its people and reputation and make balanced decisions in the best interest of Council, its people and its communities
- provide a decision-making forum to which employees feel they can direct appropriate issues for consideration, review, discussion and be notified of outcomes.

Management Leadership Group (MLG)

The Management Leadership Group (MLG) is established to assist the General Manager and Directorate Leadership Group (DLG) in the leadership and management of Muswellbrook Shire Council by representing the interest of community, staff and the Organisation, Business Improvement.

The MLG will:

- develop, review, endorse and implement policies and procedures
- address enterprise risks and improve performance and service delivery
- exchange information and encourage innovation and idea sharing
- review Annual and Quarterly reports, including Budgets, Delivery Programmes and Operational Plans before formal submission to Council
- advise on the implications of policies, strategies, industry standards and changes to statutory requirements
- promote and endorse Council's Values in all aspects that affect Council's operations
- discuss matters that may affect the operations of Council, its people and reputation and make balanced decisions in the best interest of Council, its people and its communities
- provide a forum to which employees feel they can direct appropriate issues for consideration, review, discussion and be notified of outcomes.

Muswellbrook Shire Council values employee engagement and are consistently including employees in the decision making process to ensure their ideas and recommendations are incorporated into Council operations. A number of committees and working groups

Staff Consultative Committee

The aim of the Staff Consultative Committee is to provide a forum for consultation between Council and its employees; positively co-operate in workplace reform to enhance the efficiency and productivity of the Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

WHS Committee

The WHS Committee is one of Council's main mechanisms for communication and consultation with its Workers on health and safety matters. The WHS Committee creates a forum for frank and open discussion between HSRs and management. The WHS Committee will support Council's continuous improvement of its safety management system and assist in creating a safe working environment for all Workers of Council.

Staff Engagement Working Group

The Staff Engagement Working Group was formed after the staff satisfaction survey was completed in July 2024.

Council shared the results of this survey with all staff, however, the working group looked more closely at the results and how Council can improve their operations to assist employees. Corrective actions were completed by the working group and communicated to staff via a General Manager's forum. Council will continue to utilise staff engagement surveys to ensure employees are happy and satisfied with their employment at Muswellbrook Shire Council.

Induction/ Onboarding Working Group

The Induction/ Onboarding Working Group was formed in 2024 to review Council's onboarding processes. All departments that are involved in the induction process is included in the working group, to ensure processes are efficient and consistently improved upon. The induction process is critical in ensuring new employees feel welcomed, are well informed with Council operations and understand the required legalisation and internal procedures.



Spirit Values

Council staff members work by Council's Code of Conduct and Organisational Values, which provide a framework for how staff should treat each other, our customers and other stakeholders at work.

We use the word **SPiRiT** to identify the six values that we consider to be meaningful and important. The six values are **Safety, Pride, Integrity, Respect, Innovation** and **Teamwork**.





Muswellbrook Shire Council has a strong commitment towards being a high performing employer of choice, attracting and retaining great people who care deeply about their workplace and their community. Council's SPIRIT values describe the behaviours Council holds close to its heart to ensure that our organisational culture embraces a supportive and caring workplace, in a safe environment where everyone is respected and encouraged in their professional development.

We know that a great workplace must demonstrate honest and transparent communication and collaboration, and this is a central pillar of our workplace. We are a workplace who treasures fairness and equity, pride and belonging. A core element of our workplace is providing flexible working arrangements, so that our colleagues are supported in providing carer and family responsibilities and in ensuring a positive work life balance. We are a workplace that is always seeking to improve as one team. We are a workplace that prioritises safety, both physical and psychosocial, above all else. We will always be striving to provide the best possible working environment and excellent leadership that can be relied upon to provide guidance and the highest level of integrity, empathy, and support.

The Workforce Management Plan connects to the Community Strategic Plan, ensuring Council are able to meet long term aspirations with the appropriate level of staff who are trained and experienced to meet these

objectives. This can be placed into smaller deliverables through the Delivery Program and Operational Plan, which identifies how staff can measure the success of objectives identified. The Director Leadership Group may review the organisational structure ensure Council has an effective workforce to meet the future service needs.

As mentioned in the Asset Management Strategy, Council must investigate training opportunities for staff to enable effective asset management across asset portfolios. It has been an increasingly difficult challenge for Local Government to overcome attracting qualified Engineers due to market competitiveness, remuneration and a limited talent pool to draw from.

The Workforce Management Plan will also ensure legislation is met, in particular:

- *Multicultural NSW Act 2000*
- *Disability Inclusion Act 2014*
- *Public Interest Disclosures Act 1994*
- *Anti-Discrimination Act 1977*
- *Carers (Recognition) Act 2010*
- *Work Health and Safety Act 2011.*

The Workforce Management Plan will ensure it achieves what is outlined in the Community Strategic Plan, playing particular focus on "we are working together".

Key Themes

The key themes for the 2025 – 2029 Workforce Management Plan are:

- Reviewing Fundamentals
- Training and Professional Development
- Employee Wellbeing
- Attracting the Right Candidates

Reviewing Fundamentals

It is critical to ensure processes and systems are continually reviewed to ensure they are technologically sound and effective. Technology is evolving rapidly, and opportunities may arise to make processes simplified and effective. This also presents as an opportunity to enhance Council's collection of data and metrics that can assist with forecasting workforce needs. A staff engagement survey completed in July 2024 stated employees would like to become more aware of Council operations and decision making. To improve communication, Muswellbrook Shire Council will investigate opportunities that employees can access internal systems easier, such as via mobile friendly apps to continually be kept up to date with Council operations. It is important that processes may be utilised on different platforms of technology, to ensure all employees are able to access information easily and are engaged in Council operations.

Training and Professional Development

Muswellbrook Shire Council will continue to ensure employees feel supported to enhance their training and professional development. LGNSW Workforce Insights 2022-2023 states when employees feel supported by their organization to grow their careers, their likelihood of being a high performer increases by up to 39 percentage points, their willingness to stay at the organization increases by up to 19 percentage points, and their engagement increases by up to 61 percentage points. Ensuring Muswellbrook Shire Council has a training and professional framework will allow for equity across the organisation for employees to participate in professional development. The training and professional framework, alongside the performance management framework will create career progression and pathways for Council employees. This framework will assist with Council's ageing workforce and cross over of skills and knowledge to occur.

Muswellbrook Shire Council will continue to investigate opportunities for the youth and entry level positions through Traineeships, Apprenticeships and Cadetships for the local community.

Employee wellbeing

Employee wellbeing, including psychosocial wellbeing, is at the forefront of Council's operations and is supported by implementing health and wellbeing programs, reviewing staff incentives and introducing a rewards/ recognition program. Muswellbrook Shire Council will continue to complete staff engagement surveys which is valuable data into employee insights. The 2024 LGEA Remuneration Report stated that respondents intended to progress to a more senior position at the same Council they were currently employed by. Similarly, the most commonly held career goal was to obtain a broad range of experience in their field. To ensure Muswellbrook Shire Council are able to have highly engaged workforce, Council must consider avenues of cross training and skill development to lower the turnover rate. Due to the market competitiveness, Council must consider ways in which they can be an employer of choice through flexibility and work/ life balance.

Attracting the Right Candidates

It is crucial that Council continue to offer attractive employment opportunities to ensure effective recruitment, while also providing support services, such as our Welcome Experience Team, to facilitate a smooth relocation process for employees and their families. The recent Regional Australia Institute report on 'Rebalancing the Nation' (RAI, 2022) identifies the importance of strengthening liveability has emerged as key to the quality of life in regional Australia, including the availability of housing, services and infrastructure. This theme will link closely to Council's Delivery Program and Asset Management Plan, ensuring members of the community have the adequate housing, services and infrastructure available to enjoy living in Muswellbrook Shire.

Measuring success

Reviewing Fundamentals

What we will do	Why we will do it	How we will do it	How progress will be measured
Review and update Council's Onboarding module	Ensure streamlined approach for potential employees, to ensure the induction process is thorough, well understood and engaging	Review current processes and identify areas of improvement if required	Incorporate inductions feedback through probationary reviews Capture data through induction software
Identify potential Human Resource Information Systems opportunities to ensure streamlined HR processes within employee life cycle and improvements in the collection of data to assist with future forecasting	Create a Human Resource platform for employees to access easily leading to high levels of employee engagement and participation	Review current systems and investigate opportunities which will create efficiency and integration, with particular interest of systems that integrate with mobile apps. Upgrade workforce communication tools to enhance collaboration and knowledge sharing	Feedback from staff and managers on ease of use and system benefits Improved tracking of training, career development, and workforce performance Regularly conduct research of 'best practice' in HR and WHS areas
Review of performance management program	To ensure all employees have constructive conversations with their Manager's to ensure their short term and long term learning aspirations may be met	Develop an automated system for managers and employees to access, complete and manage centralised reporting of learning and professional development needs	Training attendance for staff to be made aware of revised performance management program Participation rates of performance management program Staff feedback
Continue to review processes and the use of technology in the collection of data to ensure improved forecasting and decision making	To streamline processes, decreasing the administration time spent on tasks and improve ease of use for all employees.	Further training for Human Resources Unit on technology improvements and enhancements	Feedback from staff and managers on ease of use and system benefits Comparison of completion rate compared to previous program

Training and Professional Development

What we will do	Why we will do it	How we will do it	How progress will be measured
Develop and implement a Council-wide Training Policy and Procedure	<p>Ensure all employees meet compliance, safety, and role-specific training requirements</p> <p>Enhance workforce skills, knowledge, and professional development</p> <p>Improve employee engagement</p> <p>Align training priorities with Council budgets and workforce plans</p>	<p>Review position description training and accreditation requirements</p> <p>Outline mandatory training for each position description</p> <p>Develop Training Guidelines to ensure equity for employee's opportunity to participate in Learning and Development</p>	<p>Data captured through training completion records</p> <p>Data captured through annual Engagement Surveys in relation to employees' overall satisfaction of Learning and Development Opportunities</p> <p>Annual evaluation of training budgets to ensure alignment with Council priorities</p>
Professional Development Opportunities	<p>To combat the concerns with an ageing-workforce and allow for information handover to ensure operational requirement can consistently be met</p> <p>Enhance staff skills to improve service delivery</p>	<p>Identify cross skilling and succession planning opportunities</p> <p>Introduce succession planning framework</p> <p>Provide upskilling opportunities through accredited training and professional development programs</p> <p>Develop a workforce ageing strategy</p>	<p>Participation rates in leadership and upskilling programs</p> <p>Data captured of employees promoted internally due to structured career development</p> <p>Feedback from employees on career progression opportunities (via engagement surveys)</p> <p>Detailed forecasting to ensure future requirements may be met with staffing levels</p>
Encourage Apprenticeships, Traineeships and Cadetships job opportunities	These programs assist individuals to gain the hands on experience and qualification required for the future	<p>Apply for grant funding where applicable, to encourage job opportunities for the youth, i.e. Fresh Start Program</p> <p>Continue to attend Careers Day in the local community</p> <p>Ongoing communication with schools and tertiary education facilities</p>	<p>Number of new apprentices, trainees, and cadets employed</p> <p>Attendance in Careers Days</p>

Employee Wellbeing

What we will do	Why we will do it	How we will do it	How progress will be measured
Implement, Monitor and Review Council's Health and Wellbeing Program	A Health and Wellbeing Program will positively impact employees physical, mental and emotional health.	Examine the results from the Health and Wellbeing Survey in consultation with StateCover and update the Health and Wellbeing Program in line with results. This will be presented to the Staff Consultative Committee and circulated to all staff.	Participation in wellbeing and engagement programs Incorporation of health and wellbeing initiatives in annual staff engagement survey
Introduce Rewards and Recognition Program	A Rewards and Recognition Program will acknowledge the achievements of employees and/ or Units and reinforce Council's values, whilst also boosting employee morale.	Investigate rewards and recognition programs and consult with potential working group of cross-sectional employees of Council.	The success of participation and nominations.
Continue to review capacity to provide workplace flexibility that meets organisational and employee needs	Providing a workplace that offers flexibility can have a significant impact on overall employee satisfaction, retention and potentially reach a larger market of candidates.	Review Working from Home Procedure. Investigate other flexible working arrangement opportunities for staff.	Include flexible working arrangement questions in staff engagement surveys to determine staff satisfaction with availability of flexible working arrangements.
Conduct annual staff engagement surveys	Allow employees to provide feedback regarding current processes, procedures and what it is like to work for Muswellbrook Shire Council	Council has a three year contract with a third party which allows Council to conduct surveys and compare results.	By conducting annual reviews, data will be captured and comparison can be made if improvements are effective or
Continue to develop and strengthen Council's safety culture	To ensure all staff operate in a safe manner and prioritise their health and wellbeing	Educate staff on Council's incident and reporting system	Reported incidents, near misses and hazards via Council's systems
Ensure a proactive approach to Psychosocial Hazards	Addressing psychosocial hazards is critical in maintaining a healthy, safe and supportive workplace.	Training Manager's on the signs and importance of psychosocial hazards in the workplace Offer support and flexible working arrangements	Conduct risk assessments Evaluate policy and procedure Review data such as incidents of stress, absenteeism and turnover

Attracting the Right Candidates

What we will do	Why we will do it	How we will do it	How progress will be measured
Ongoing review of Recruitment Processes	To ensure we compete with the market and become an employer of choice Attract skilled and experienced candidates	Regular Monitoring of current systems and processes compared to the market	Data captured through Onboarding module
Enhance Council's employer brand to attract quality candidates	To ensure Council can respond quickly to changing market conditions and reaching a larger candidate market	Larger presence on social media platforms	Number of applicants per position Data collated from recruitment program, i.e. how the candidate found the job
Strengthen workplace diversity and inclusion strategies to attract talent from underrepresented groups	Creates a dynamic and innovative workplace	Review recruitment processes to ensure inclusive employment opportunities Facilitate opportunities to increase the diversity of Council's workforce	Diversity metrics (increased representation of women, Aboriginal and Torres Strait Islander employees, and young workers).
Investigate opportunities on how to meet skill shortages, such as Engineers and Planning Professionals.	To ensure Council have the appropriately skilled staff to ensure operational requirements are able to be met	Investigate opportunities and grants to assist with training programs Continue to work alongside the "The Welcome Experience Program" to ensure family's unique requirements are met when moving to the area Engage with external recruitment stakeholders to discuss industry trends	Data collection from advertise to hire and vacancy rates Review of strategies implemented to address skill shortages

Asset Management Planning



26 | Moreland Shire Council

Introduction

Muswellbrook Shire Council (MSC) is responsible for a diverse range of public assets valued at almost \$1 billion. The assets deliver reliable services to our community, providing a healthy, clean environment, safe movement and accessibility, and facilities for health and wellbeing.

The average condition of assets as listed in MSC's financial statements are in good to satisfactory condition, however, we continue to be focused on improving the reliability of our asset management data. Our current focus is to continue to update the corporate asset register with accurate and current information, and to develop robust processes and procedures to ensure assets are recognised at their current value. The actions in the business improvement program will develop mechanisms for a whole of lifecycle management system to provide value and assurance for the community.

MSC will provide well planned and maintained infrastructure in a cost-effective way. It is important to increase infrastructure resilience to achieve sustainable development, including systems and structures designed to withstand, adapt to, and recover from adverse conditions such as natural disasters and other unanticipated adverse events.

Our Shire is powered by opportunity, with space to grow and shape a thriving future

Vision: Muswellbrook Community Strategic Plan 2025 - 2035



The MSC Community Strategic Plan 2025 - 2035 outlines a vision and key priorities for Muswellbrook over a 10-year period. Managing assets is a key part of the plan to provide value to the community.

The Strategic Asset Management Plan documents:

- An overview of MSC's assets;
- What MSC will deliver;
- Achievement of objectives whilst balancing risk, resources, and financial capacity;
- How MSC will maximise the long-term functionality and value of its assets; and
- How MSC can make sound asset management decisions.

The Strategic Asset Management Plan (SAMP) is based on the NSW Government Integrated and Reporting (IP&R) Framework, the International Standards (ISO) for asset management, risk and quality management; the International Infrastructure Management Manual (IIMM) published by the Institute of Public Works, Engineering, Australasia (IPWEA) and AM Council AMBoK.

Key Asset Management

elements identified in council's Community Strategic Plan

Theme	Outcome	Strategy	Indicator
 <p><i>We are a...</i> strong community</p>	Our community contributes to community life, is safe and has access to services and facilities	Provide opportunities for all residents to participate in community life and feel a part of the community.	Council's facilities, service and programs.
		Provide accessible and well-maintained sport, leisure, and recreation infrastructure for community use.	Satisfaction with Council's facilities, service and programs.
		Deliver programs, campaigns, facilities, and infrastructure which improve community safety	Sense of personal safety during the day and at night for all ages and genders
 <p><i>We are a...</i> great place to live</p>	Our community offers a great lifestyle in a healthy natural environment.	Protect and enhance Council-managed water infrastructure and mitigate environmental and manufactured impacts	Household and Council's water consumption
		Manage the use of water and waste wisely, efficiently, and sustainably to facilitate growth and economic opportunity.	Uptake of FOGO and recycling, reuse and landfill diversion rates
		Reduce emissions of Council owned assets to reach Net Zero targets	Satisfaction with protection of the natural environment
 <p><i>We are...</i> working together</p>	Our community is involved in our decision making and we manage our resources to align with our communities' values and priorities.	Deliver sustainable projects, services, and programs through sound financial management.	Increase overall satisfaction with the performance of Council across all areas and functions
		Ensure Council has long-term financial sustainability	Financial
		Improve efficiency of Council systems	Improve efficiency of Council systems
		Maintain and enhance our open and public spaces and natural areas	Improve efficiency of Council systems

Asset Management Framework

The Integrated Planning and Reporting Framework guides asset management practices to align with Council's strategic objectives and plans, as well as the long term financial plan, to provide value and a high level of service to the community.

The Asset Management Policy defines MSC's approach and principles to enable effective asset management. All policies are reviewed in line with Council's Policies framework.

This Strategy is supported by 10-year Asset Management Plans which detail asset service levels and the level of investment required to maintain the assets to agreed service levels. New assets are identified through strategic plans and Council resolutions.

The SAMP and associated Asset Management Plans are live documents updated annually and reviewed every 4 years or at the beginning of a Council term.

Asset Management Plans require operational plans and work programs to enable delivery of maintenance and works defined through the asset planning process.

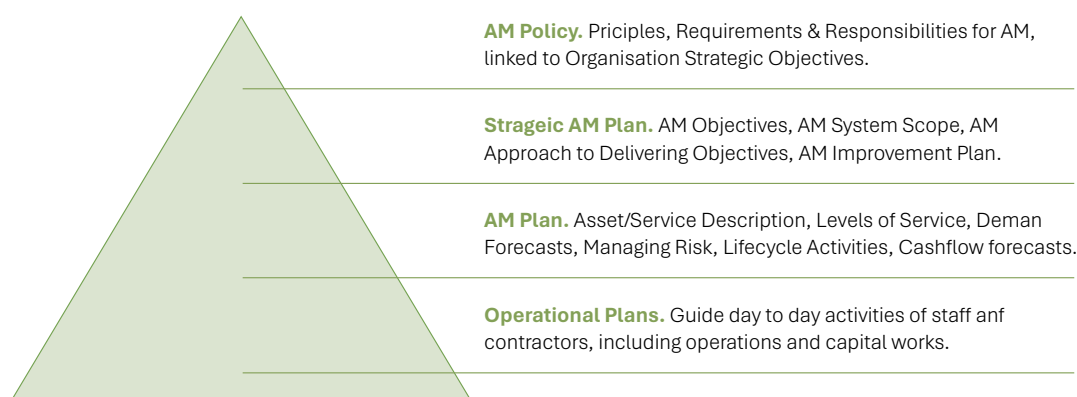


Figure 2: Asset Management Framework

Assets Provide Value to the Community

In order to ensure that Council provides a high level of asset management on behalf of the community, the following strategies and practices have been identified to support the management of Council's asset portfolios.

Strategies to manage asset portfolios:

- Develop and maintain Asset Management Plans for all asset groups;
- Develop and administer a centralised online asset register;
- Integrate the asset management system and the finance system;
- Provide data and analysis to inform risk-based decisions;
- Manage risk and maintain emergency management plans;
- Engage with the community to agree on the desired levels of service, understanding that this must be managed within Council's approved budgets;
- Provide whole-of-life asset management;

- Manage documents to ensure transparency, availability and currency;
- Identify and increase required skills, training, resourcing, and support to enable effective asset management across asset portfolios;
- Develop and maintain a suite of documentation informing and supporting asset management processes;
- Conduct regular reviews and performance assessments to report progress and update improvement plans;
- Manage resources – balance performance, risk and cost;
- Provide sustainable infrastructure to minimise social, environment, and economic costs;
- Build resilience (increasing the capacity of the community to withstand external shocks and adapt to changing circumstances);
- Provide quality assurance by following legislated and non-legislated standards and guidelines; and
- Provide reliable, accessible, and consistent service levels with operations and maintenance programs.

State of our Assets



Muswellbrook Shire Council owns and manages a large range of assets with fair value of \$931M. This includes, but is not limited to, roads, footpaths, bridges, buildings, stormwater management assets, water, sewer, and recreational facilities. The assets provide an agreed level of service to the community such as clean water, transport corridors, flood prevention, and facilities for community activities. The Asset Management system aims to balance cost, risk, and performance to provide the agreed levels of service.

Data Completeness and Reliability	Last Valuation	Fair Value 2024 \$'000	Inventory	Condition	Age	Reliability	Work Program
Implement, Monitor and Review Council's Health and Wellbeing Program	FYE 2021	\$27,833	Uncertain	Uncertain	Acceptable	Uncertain	Uncertain
Buildings, Operational and Community Land	FYE 2023	\$124,583	Acceptable	Uncertain	Acceptable	Acceptable	Uncertain
Transport (Roads, Bridges, Footpaths)	FYE 2020	\$518,525	Reliable	Acceptable	Reliable	Reliable	Acceptable
Stormwater Drainage and Flood Structures	FYE 2020	\$73,996	Acceptable	Acceptable	Acceptable	Uncertain	Uncertain
Water	FYE 2022	\$67,548	Acceptable	Uncertain	Acceptable	Uncertain	Uncertain
Wastewater	FYE 2022	\$108,587	Acceptable	Uncertain	Acceptable	Uncertain	Uncertain
Landfill Waste	FYE 2024	\$4,681	Reliable	Reliable	Reliable	Reliable	Reliable
Other Minor Classes		\$5,751					
Total		\$931,459					

As is the case with most rural and regional councils, Muswellbrook Shire Council manages a large and diverse range of assets, which includes ageing infrastructure and a significant backlog of renewals and repairs. Council will continue to manage its budgets, including opportunities for State and Federal grant funding, in order to progressively improve its funding of asset and infrastructure management. It is understood there are significant risks associated with underinvestment in infrastructure, including reduced asset lives which can increase capital.

Asset Condition and Cost Data

The following charts are based on the Muswellbrook Financial Statements 2024:



Figure 3: Overall asset condition

Figure 4: Replacement cost of asset groups

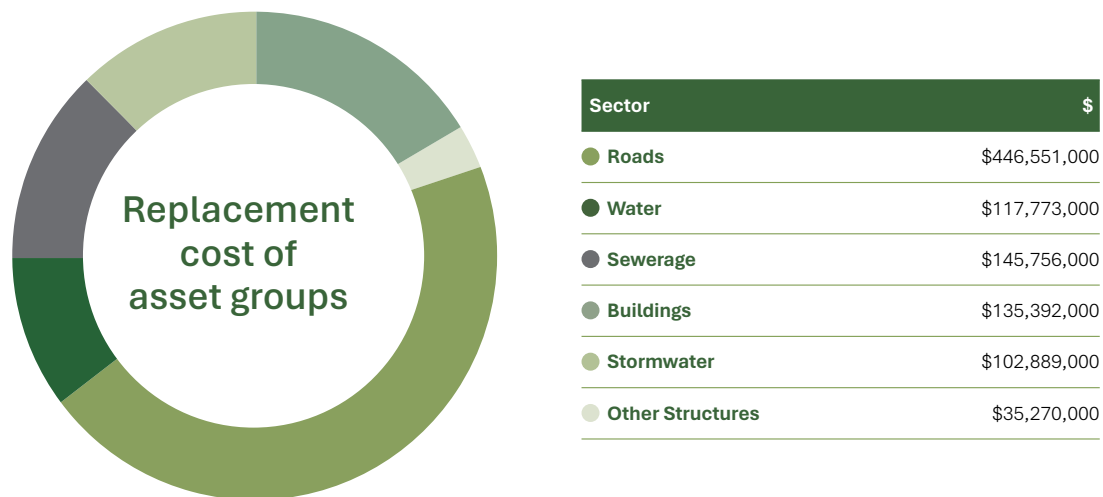


Figure 5: Cost to bring assets in poor condition to satisfactory condition



Mega-Trends

There are several mega-trends that have the potential to impact asset management planning and practices. In particular, the impacts of climate change, a growing focus on environmental sustainability, evolving technologies, and changes to legislation are all likely to have an impact on asset provision and management.

Evolving Economy

Muswellbrook Shire has a long history in energy generation, with 2 of the State's base load power generators and, by production, Muswellbrook Shire is the largest coal mining area in Australia, exporting 25% of NSW's thermal coal. AGL's Liddell Power Plant and Muswellbrook Coal closed in 2023, with 2 further mines scheduled to close before 2035. Muswellbrook Shire will transition to a centre of renewable energy production, clean technology, and advanced manufacturing, in partnership with the State and Federal Governments.

Closures

Muswellbrook's mining Industry will contract and energy generation is in transition. Planning for future industries need to happen now so that the community can see a future.



Climate Change

Severe weather events associated with climate change are becoming more common, affecting the longevity and management of assets. However, “asset management, when undertaken according to best practice, is already one of the most significant climate adaptation strategies” (World Bank Group). Improvements in the asset management system will build resilience and predict required changes because of climate change.

Environmental Sustainability

The NSW Government has a target to deliver a 70% cut in emissions by 2035 compared to 2005 levels. They have legislated a whole-of-government climate action in the Climate Change (Net Zero Future) Act 2023. Local government asset management will contribute to this target by implementing water and energy efficiency, use of renewables, waste reduction, recycling, circular procurement, and protection of natural areas. Designers should foster a regenerative approach to infrastructure by regenerating planetary health and delivering positive outcomes for people and the planet.

Evolving Technology

Council has a large asset portfolio and maintenance budgets. Technology has a growing and significant role in asset management. Asset Management software can streamline business processes, track assets, ensure they are well maintained and operational, and inform risk-based decisions. The reliance on technology also requires increased cybersecurity to protect software, systems, and networks from threats, including theft, damage, disruption, misdirection, or offline incidents.

Economic Resilience And Wellbeing

The area is in a transition phase as fossil fuel industries are phased out and renewable energy infrastructure opportunities emerge. MSC will need to provide supporting infrastructure for new industry and housing developments, including green, connected infrastructure, and quality public spaces.

Best Practice vs Current Practice

Muswellbrook Shire Council conducted an internal “lite” Asset Management Maturity Assessment (AMMA) in October 2024. The maturity of MSC’s asset management system was assessed against the IP&R guidelines and ISO 55000 suite of Asset Management standards. NSW Public Works conducted the assessment and provided recommendations in relation to continuous improvement opportunities. The results of the assessment are summarised below.

ISO Section	Scores	Target
Organisation	32%	100%
Leadership	71%	100%
Planning	30%	100%
Support	19%	100%
Operation	0%	100%
Performance Evaluation	0%	100%
Improvement	25%	100%
Average	25%	100%
Weighted Average	31%	

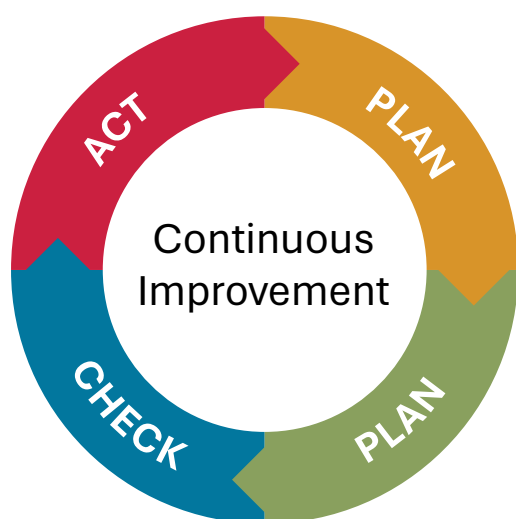
How we will deliver on this strategy

Action	Comments	Responsible Person	Timeline
1. Review SAMP and prepare for inclusion in the Resourcing Strategy – to be approved by Council	Check SAMP complies with IP&R Guidelines; revision will include updates and adjustments to reflect changes within Council; changes in any other corporate documents, drivers, internal/ external factors; any revised levels of service, resources, benchmarks etc.	Chief Engineer / Asset Manager	June 2025
2. Review AM Policy and prepare for inclusion in the Resourcing Strategy – to be approved by Council	The Asset Management Policy forms part of the suite of IP&R documents contained in the Resourcing Strategy. It forms a framework for managing non-current assets and setting objectives. All Council policies should be reviewed and updated within 12 months of a Council election.	Chief Engineer / Asset Manager	June 2025
3. Governance and leadership of the AM system	It will be clear to the organisation that leaders own and support the asset management system by governance, leadership and raising awareness of the AM purpose across the organisation.	Management Leadership Group	On-going
4. Prepare or revise a set of Asset Management Plans for main non-current assets. Prepare for including in the Resourcing Strategy – to be approved by Council	Councils are required to prepare an AMP for all the non-current assets to support the CSP and the Delivery Program. It is up to Council to structure their AMPs for each class of asset, but there are guides available. AMPs are living documents that should reflect changes in asset condition or service level, and should contain details of critical risks.	Asset Owners / Asset Manager	December 2025
5. Develop a centralised online asset register	A plan to continuously improve data collection is required to gain a single source of truth. An Asset Management Information System comprises centralised software to capture data, regular revaluations and updates, links with finance, GIS, and work management. Asset register completed either in spreadsheets or in Authority	Asset Owners / Asset Manager	On-going
6. Develop an asset condition and performance monitoring strategy which can be implemented and audited.	The strategy should review the asset hierarchy and systems of recording, including metadata to assist with traceability, and the level of detail required for the different function, compliance and risk management	Chief Engineer / Asset Manager	June 2026

Action	Comments	Responsible Person	Timeline
7. Review roles and responsibilities for asset management	<p>Gap analysis of positions with asset management responsibilities</p> <p>Develop a RACI matrix (Responsible, Accountable, Consulted, Informed)</p> <p>Position descriptions incorporate AM roles.</p> <p>Processes are embedded for AM coordination.</p> <p>A training program for AM staff is implemented</p> <p>Performance assessment incorporates achievement of AM objectives.</p> <p>Strategies to be included in the Workforce Management Plan.</p>	Human Resources Manager / Asset Owners	February 2026
8. Develop an Asset Accounting Policy	Develop an asset accounting policy, consulting key stakeholders.	Property and Place / Asset Manager / Chief Financial Officers	20th December 2024
9. Develop and implement a community engagement plan to review community levels of service	Assets exist to provide a service to the Community. Councils are required to prepare a Community Engagement Strategy. The process of community engagement for the preparation of the 10-year CSP will ascertain the desired outcomes. The outputs Council decide to deliver based on the CSP are detailed in the DP and broken down into annual deliverables in the Operational Plan. Levels of service can be fine-tuned considering more detailed community consultation, legislation, regulations and strategic goals. A level of service review could be conducted every few years if the organisation has been able to provide information about their current levels of service.	Manager Governance and Risk	July 2026
10. Develop and maintain a critical risk register	<p>Council to determine its risk appetite, and resource availability to determine an appropriate level of maturity - to be reviewed on a regular basis.</p> <p>Regular risk assessments at all levels of Council are important for decision-making, determining levels of service, budget allocation and community outcomes.</p>	Manager Governance and Risk	ongoing
11. Asset Management Steering Committee (AMSC)	<p>The role of the AMSC is to oversee the implementation and improvement of the asset management system.</p> <p>Fine-tune the membership of the AMSC – including senior staff.</p> <p>A report from every meeting to be tabled at an ARIC meeting</p>	Chief Engineer / Director Property and Place	On-going – meeting every 6-8 weeks

Action	Comments	Responsible Person	Timeline
12. Develop demand management plans	Develop demand management plans from projections of drivers such as demographics, technology, climate change etc. Risks should be considered and documented in the asset management plans	Asset Manager	January 2026
13. Review objectives annually	Conduct a gap analysis of asset performance annually and update strategic plans to drive the improvement actions. Improvement plans should identify objectives, timeframes, deliverables, resource requirements, cost, and responsibilities	Asset Manager	Annually
14. Ensure affordability of new asset investment	A business plan to be approved for all new acquisitions detailing life-cycle costs to be approved by the Chief Financial Officer and Management Leadership Group	Director Property and Place	When required
15. Develop performance modelling systems	Once the asset register is populated and centralised, predictive modelling can be developed	Asset Manager	2027
16. Ensure asset values are current	Develop a schedule of asset valuations to ensure fair value.	Asset Manager	February 2025 & on-going

Figure 6: Business improvement plan



Regular formal and informal reviews of processes and systems will acknowledge progress, and plan for efficiencies and improvements. The Plan-Do-Check-Act cycle is recommended for good governance

Appendix 1 – Asset Management Information Register

Key documents for each asset class are listed below with sources of asset information.

Buildings and Recreation

- Asset register;
- Asset Management Plan;
- GIS layer for buildings;
- GIS layer for other structures and depreciable land improvements;
- Condition assessment inspection records; and
- Maintenance Management System for Playgrounds.

Finance

- Fixed asset register.

Roads

- Asset register for roads, bridges, stormwater and drainage, footpaths, other transport assets;
- Asset Management Plan;
- Automated condition data for sealed roads;
- Condition rating and future works programs for transport assets;
- Pavement management system; and
- Maintenance management system.

Water and wastewater

- Asset registers;
- Asset Management Plan;
- Financial modelling of future water supply infrastructure needs and operations (FINMOD);
- GIS backend database;
- Service request management system;
- Condition assessment inspection records; and
- Development Servicing Plan.

Waste Management

- Waste management strategy;
- Closure Plan;
- Asset Management Plan; and
- Maintenance Management system

Appendix 2 – Charter of the Asset

The Corporate Asset Management Steering Committee (the “Committee”) provides strategic, practical leadership in all facets of asset management. The committee ensures the ongoing development and improvement of appropriate asset management systems, procedures and practice that will provide consistent guidance to management and staff in implementing sound standards of asset management throughout Council’s operations and activities. Council’s Chief Engineer is the Chair of Council’s Corporate Asset Management Steering Committee.

Primary responsibilities of the Asset Management Steering Committee

1. Develop and implement an asset management improvement strategy and action plan.
2. Report to the ARIC committee.
3. Report quarterly to the Management Leadership Group regarding the progress of prioritised, funded elements of the action plan.
4. Progressively develop and implement best practice asset management policies, procedures, and practice.
5. Oversee integration of asset management with other business systems, particularly finance, IT, and reporting.
6. Oversee development of standard asset management plans for all classes.
7. Oversee the regular review of Council’s asset management plans.
8. Oversee the integration of the asset management plans into Integrated Planning and Reporting Documents and the Long-Term Financial Plan.
9. Provide leadership and expert guidance to the development of the asset management system.



Resourcing Strategy 2025-2029 39

Long-Term Financial Planning



40 Muswellbrook Shire Council

Introduction

This Long-Term Financial Plan (LTFP) is designed to ensure the financial sustainability of the Council over the next decade. With the anticipated closure of coal mines, the plan carefully considers the impact on rates revenue and identifies strategies to mitigate financial risks. By exploring alternative revenue sources and implementing effective cost-management strategies, the Council aims to maintain essential services and infrastructure. Furthermore, the LTFP is aligned with the Community Strategic Plan (CSP) and other key planning frameworks, including the Strategic Asset Management Plan and the Workforce Management Plan, ensuring a cohesive approach to long-term financial resilience. A comprehensive risk management framework is also incorporated to safeguard the Council's financial stability in an evolving economic landscape.

The LTFP is an essential part of the Integrated Planning and Reporting (IP&R) framework, guiding the Council's financial decisions to support service delivery and infrastructure management. It provides a structured approach to long-term budgeting, ensuring that financial planning aligns with community needs and expectations. The plan also assists in identifying funding gaps, evaluating investment opportunities, and prioritising

capital works projects to maintain infrastructure and essential services. Additionally, it helps Council adapt to economic shifts, particularly in response to industry changes such as the transition away from coal mining.

The LTFP will be reviewed annually in conjunction with the Delivery Program and Operational Plan and comprehensively updated every four years, or as required due to significant financial or policy changes.

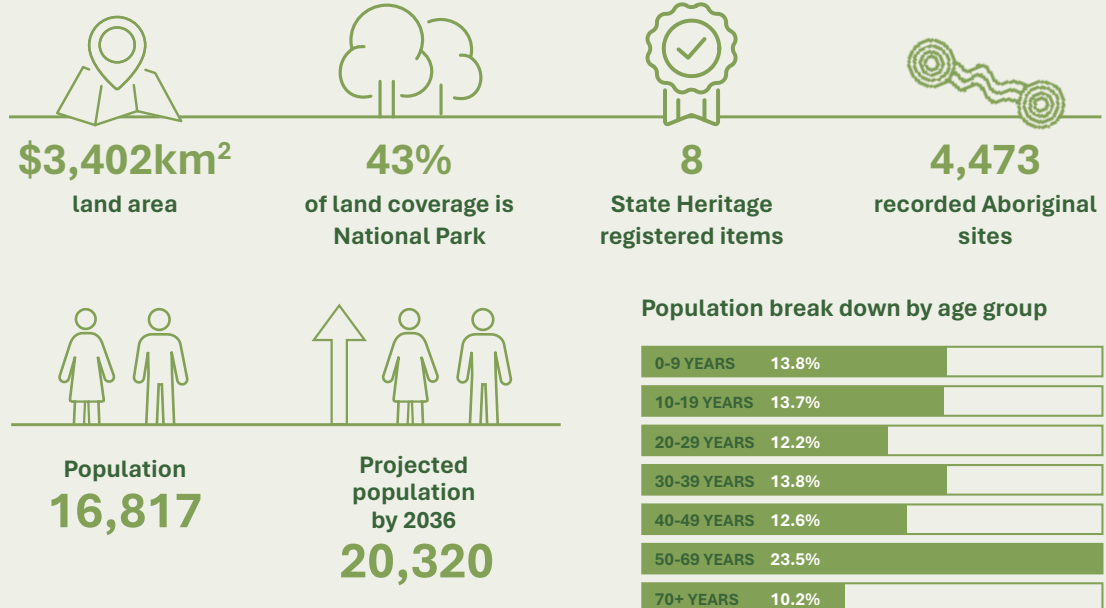
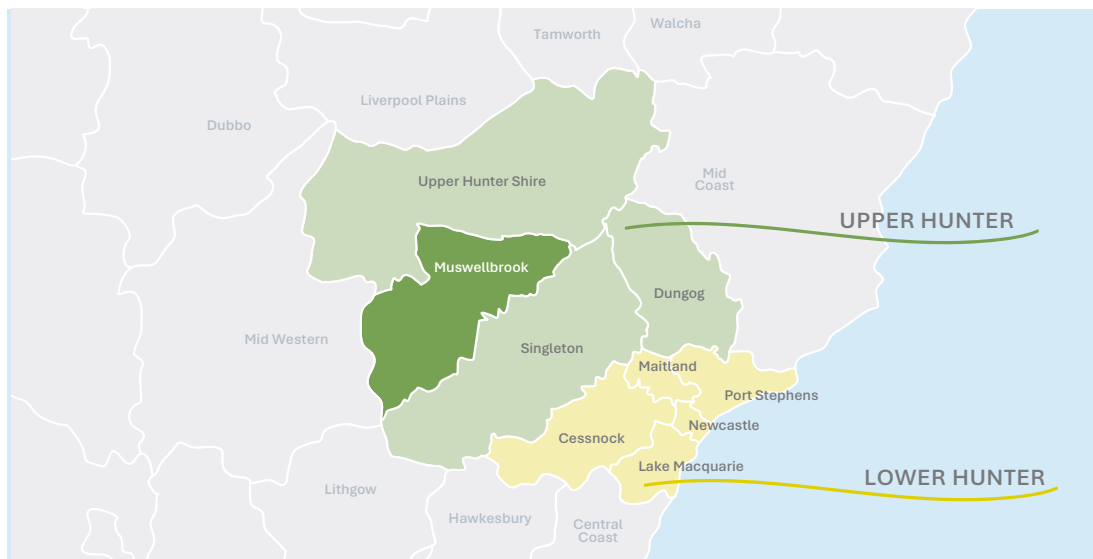
The LTFP provides a comprehensive framework for managing the Council's financial sustainability over the next decade. It details key financial assumptions, identifies potential risks, and outlines strategies to maintain fiscal stability. The plan incorporates financial statements that illustrate projected revenues and expenditures, as well as capital works plans that guide infrastructure investment. Additionally, it includes sensitivity analyses to evaluate the impact of economic fluctuations and external pressures, helping to ensure informed decision-making in an evolving financial landscape.



Context

Muswellbrook Shire is located in the Hunter Region of New South Wales, Australia. It is a lively and diverse area known for its rich history, beautiful landscapes and strong industries. Muswellbrook, approximately 130km north-west of Newcastle. The Shire consists of two large towns, Muswellbrook and Denman, and outlying rural communities including Sandy Hollow, Wybong, Baerami, Martindale, Widden, McCullys Gap and Muscle Creek.

Our Shire

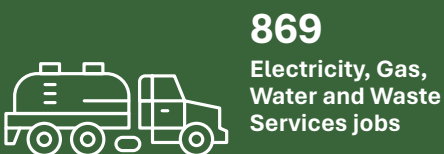


Main industry

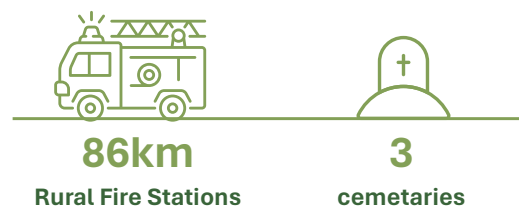
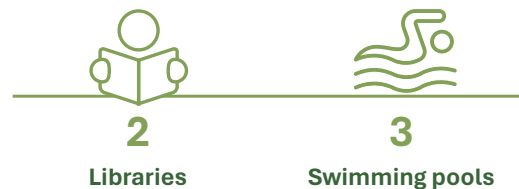
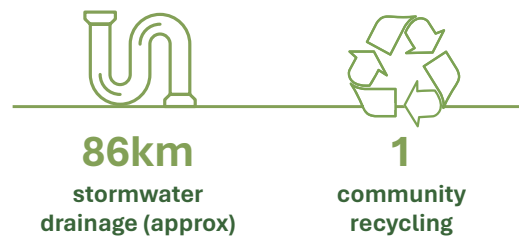
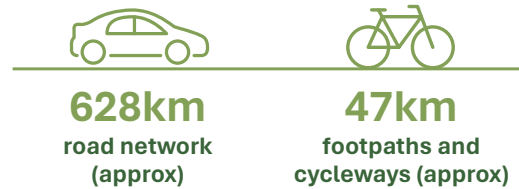
Muswellbrook Shire is the main centre for New South Wales' power generation capacity.



Economy



Council Services





Council's Role

Council is responsible for the management and maintenance of an extensive network of infrastructure and services that support the community's daily needs. This includes the construction and upkeep of roads and bridges, the maintenance of public parks and open spaces, and the provision of essential water and sewer infrastructure to ensure reliable supply of high-quality water and effective wastewater management.

Additionally, the Council oversees a range of community facilities such as libraries, recreational centres, and public halls, which serve as vital hubs for social and cultural activities. Waste management services, including garbage collection, recycling programs, and landfill operations, are also a core responsibility. Beyond physical infrastructure, the Council plays a crucial role in regulatory oversight, urban and regional planning, and fostering community development initiatives to enhance the quality of life for residents and promote sustainable growth.

Key stakeholders include residents, businesses, government agencies, neighbouring councils, and community organisations. Residents and businesses contribute to the local economy, while government agencies provide funding and policy direction. Neighbouring councils support regional initiatives, and community organisations help drive local projects. Strong partnerships will be essential for securing funding and promoting economic diversification to sustain the region's future.

The anticipated closure of coal mines is expected to lead to a decline in rates revenue and Voluntary Planning Agreement contributions as mining property values decrease. This reduction in revenue poses a financial challenge for Council, impacting its ability to maintain infrastructure and essential services. Council is proactively fostering economic diversification and alternative revenue streams to mitigate these effects and ensure long-term financial sustainability.

State and federal grants are also expected to decrease, reducing a key funding source for infrastructure and services. At the same time, infrastructure maintenance costs are rising due to aging assets and increasing material costs. To sustain employment and essential services, economic diversification efforts will be necessary, including investment in new industries and regional development initiatives.

Strategic Alignment

As part of Council's Resourcing Strategy within the Integrated Planning and Reporting Framework, the LTFP ties into the other key strategic plans to keep Council financially stable and services running smoothly. The LTFP connects the Community Strategic Plan (CSP), which sets long-term aspirations for economic and community resilience, with the more detailed Delivery Program (DP) and Operational Plan (OP), which outline in more detail the steps needed to achieve them, and how that will be measured. The Asset Management Plan (AM Plan) feeds into this by identifying infrastructure priorities and guiding responsible investment, while the Workforce Plan ensures staffing strategies are aligned with future service needs. The Annual Budget includes more granular detail, translating these interlinked plans into practical, year-to-year financial decisions that support long-term sustainability.

LTFP Assumptions

Revenue

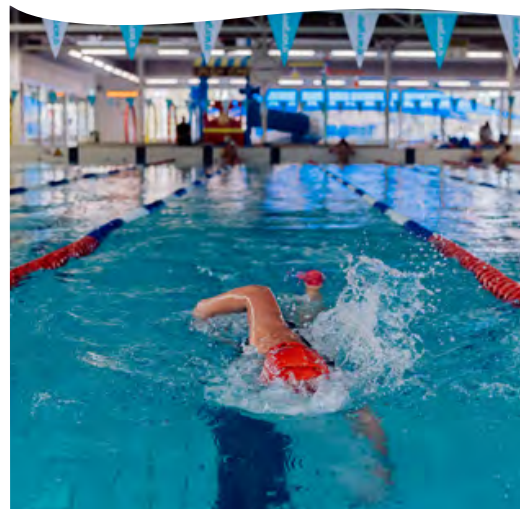
- **Rates and Charges:** Forecast annual Rate Peg of 2.5%; Projected decreases in Mining rate revenue due to closures; partially offset by other increases due to economic diversification.
- **User Charges and Fees:** Adjusted annually for inflation and demand changes; projected average increase of 2.5%.
- **Interest and Investment Revenue:** Fluctuating with market conditions; forecast average return of 3.5%.
- **Operating Grants and Contributions:** Evolving with economic conditions; forecast annual growth of 2.5%.
- **Developer Contributions (Section 7.11):** Influenced by a range of factors including economic environment, population growth, etc; forecast at 2.5% growth.

Expenditure

- **Employee Costs:** Forecast stable organisational structure and 2.5% annual Award increase beyond 2026/27.
- **Materials and Contracts:** Adjusted based on service delivery needs and efficiency measures; forecast 2.5% annual increase in line with CPI.
- **Debt Servicing:** Managed within sustainable limits; forecast 4.5% rate on any new borrowings.
- **Depreciation:** Reflecting asset management plans and capital investments.
- **Other Operating Expenses:** Subject to cost-control measures; forecast annual increase of 2.5%.

Future and ongoing financial challenges

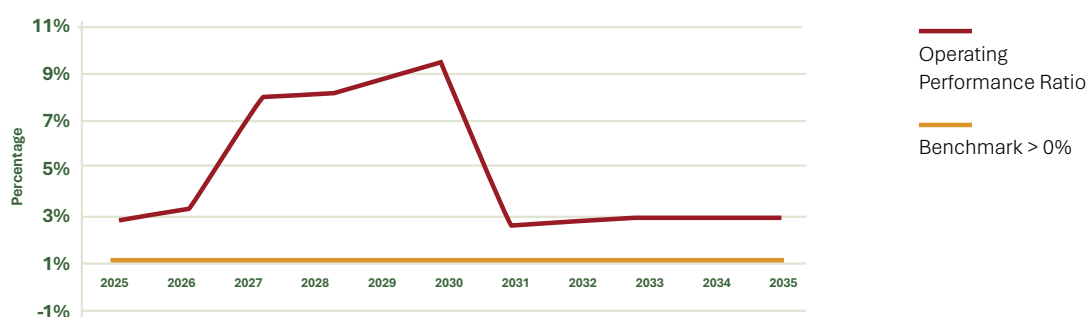
Council is navigating the complex transition away from an economy reliant heavily on the coal industry, which is expected to have significant impacts on its financial base. As mining rates revenue declines due to falling mining property values and economic shifts, the challenge of addressing a longstanding infrastructure backlog becomes more pronounced. At the same time, maintaining current service levels with fewer resources will require innovative thinking, careful prioritisation, and robust community engagement. The LTFP is designed to support Council in meeting these challenges through strategic planning, financial discipline, and a proactive approach to economic transformation.



Council's Current Financial Position and Forward Strategy

Council is committed to maintaining a sustainable operating performance ratio to ensure it can cover its day-to-day costs without relying on reserves. Addressing the infrastructure backlog will be done carefully within available funding, balancing the need for asset renewal with limited resources. At the same time, Council will monitor its liquidity and debt service coverage ratios to make sure it can meet short-term obligations and repay debt comfortably, staying within established benchmarks to safeguard financial stability.

Operating Performance Ratio

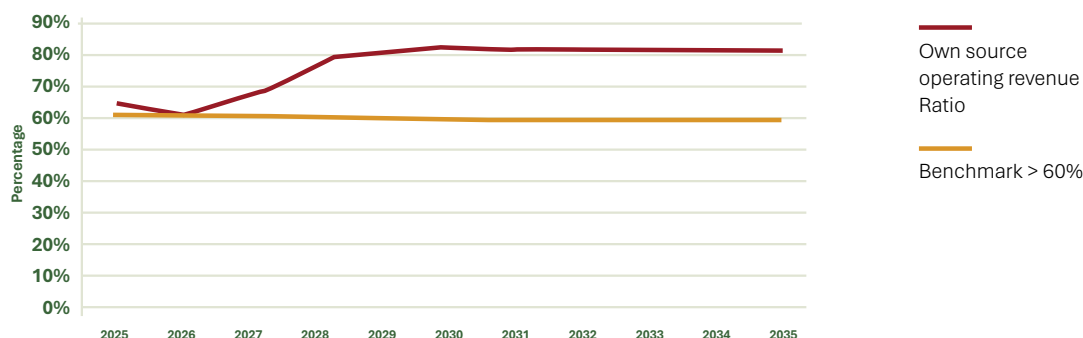


Note: The Operating Result is measured on the axis on the right-hand side.

The Operating Performance Ratio is a key financial performance measure used by NSW councils. It assesses a council's ability to cover its operating expenses (excluding capital items) with its operating revenue (excluding capital grants and contributions).

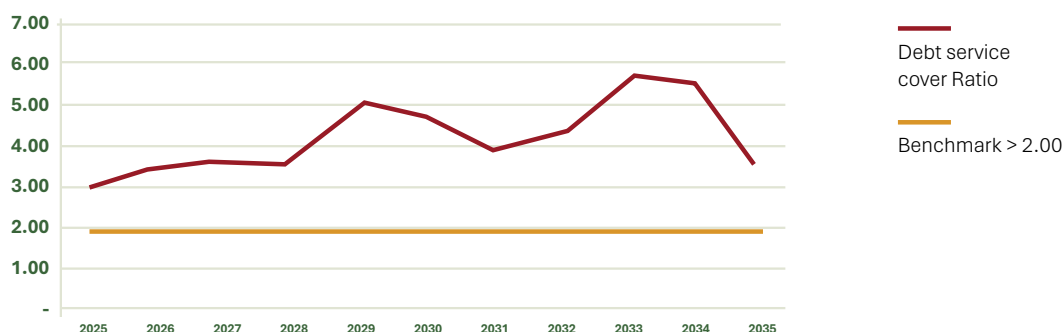
A positive ratio indicates that a council is generating enough revenue to meet its operating costs, which is critical for financial sustainability. The benchmark set by the NSW Office of Local Government is a ratio greater than 0%, meaning councils should at least break even on their operating activities. Under this scenario, Council exceeds the benchmark.

Own-source operating revenue ratio



The Own-Source Revenue Ratio indicates the proportion of revenue generated from sources other than grants and contributions.

Debt Service Cover Ratio



Note: The Operating Result is measured on the axis on the right-hand side.

Financial Management Strategies

Efficiency and Productivity: Council will continue to focus on improving internal processes and service delivery models to ensure the best use of available resources. This includes adopting digital solutions, streamlining operations, and regularly reviewing performance to drive better outcomes with optimal use of resources.

Rating Revenue: Council is exploring the use of differential and special rates to ensure an equitable distribution of the rating burden, particularly in response to shifting land values, economic conditions and the diversification of the economy.

Fees and Charges: All fees and charges are reviewed annually to ensure they remain competitive, reflect the cost of service delivery, and respond to changing demand from the community and local businesses.

Alternative Revenue Sources: Council is looking beyond traditional income. The Muswellbrook Shire Future Fund plays a strategic role by investing in projects that deliver consistent financial returns and support long-term community and economic outcomes. Council is also exploring opportunities in industries like renewables, tourism, agribusiness, and education to support the local economy as coal-related revenue declines. Teaming up with community partners is a critical part of this.

Pursuit of Grants: Council will actively seek federal, state, and private sector grants to support infrastructure upgrades, economic development projects, and community programs, leveraging partnerships to strengthen applications and align with broader policy goals.

Reserves and Debt Funding: Reserves and borrowing will be used prudently, prioritising long-term infrastructure projects that provide broad community benefits and align with asset management and strategic plans.

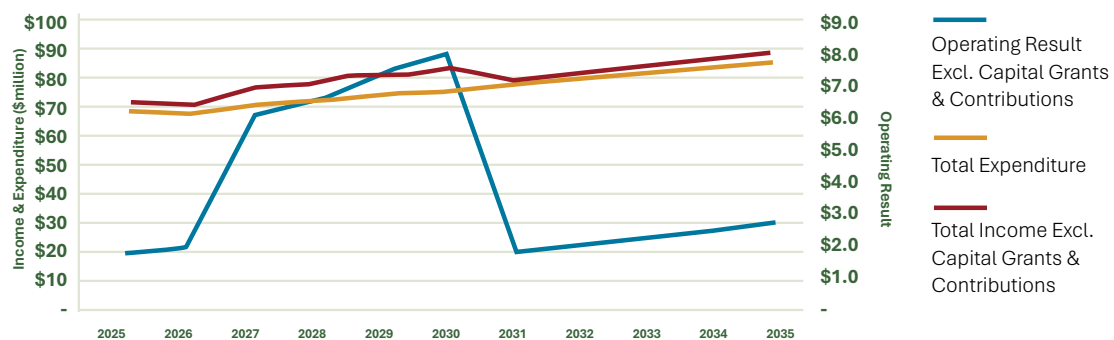
Asset Disposal: Surplus and under-utilised assets will be reviewed regularly to identify opportunities for sale or adaptive reuse, unlocking value to reinvest in priority projects and services.

Investment Policy: Council will maintain and grow its conservative and diversified investment portfolio that balances risk and return, with a focus on preserving capital while supporting sustainable financial outcomes.

Financial Modelling

Base Scenario

Consolidated Operating Performance 2025-2035



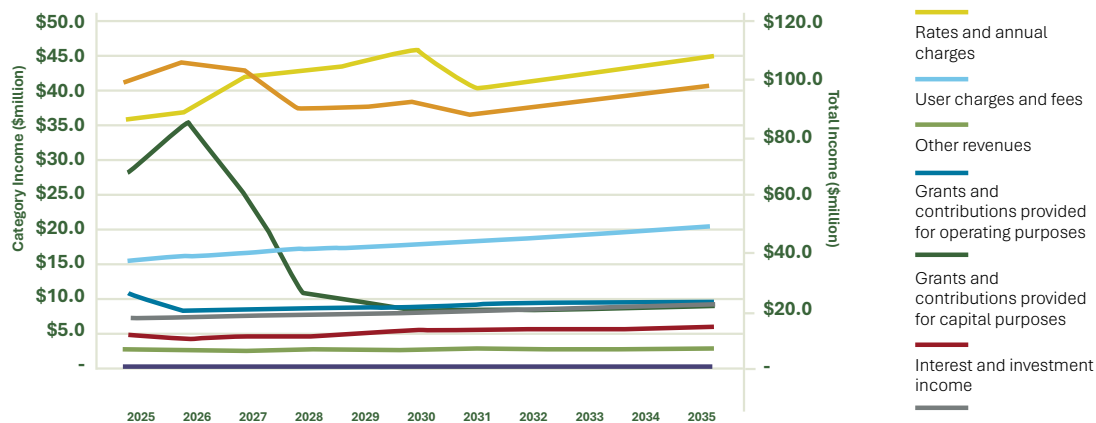
*Note: The Operating Result is measured on the right-hand axis.

The forecast 2030 closure of two large coal mines in Muswellbrook Shire will result in a significant decline in rates and other income for Council. To help support the transition while the economy diversifies, a temporary Special Rate Variation (20%, levied on the mining properties only) is proposed for the 2026/27 financial year. The additional funds generated by the SRV would be invested in a mix of commercial and financial assets to generate returns to help bridge the funding gap between the revenue lost due to mine closures and all the other initiatives Council is engaged in to diversify the local economy and its own revenue sources.

The operating surplus shown outside of 2026-2031 relates to Council's Future Fund – a separate division established to generate financial returns and help ensure Council's financial sustainability into the future.



Consolidated Income

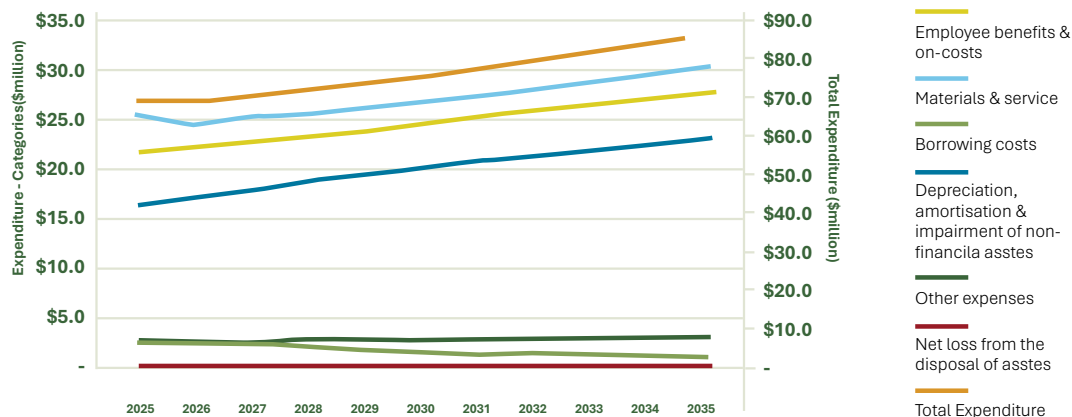


*Note: The Total Income is measured on the right-hand axis.

Rates & Annual Charges – forecast Rate Peg of 2.5% after 2025; proposed Special Rate Variation (mines only) for FY 2025/26 results in the larger rise; forecast rates revenue drop after mine closures in 2030.

Grants & Contributions Provided for Capital Purposes – Confirmed grants are included for the 2025-2028 projections; only modest projections for capital grants (and associated capital projects) are included past 2027/28, which shows the steep decline.

Consolidated Operating Expenditure



*Note: The Total Expenditure is measured on the right-hand axis.

Employee Benefits – forecast stable organisational structure and annual Award increase of 2.5%.

Materials and Contracts - Adjusted based on service delivery needs and efficiency measures; forecast 2.5% annual increase in line with CPI.

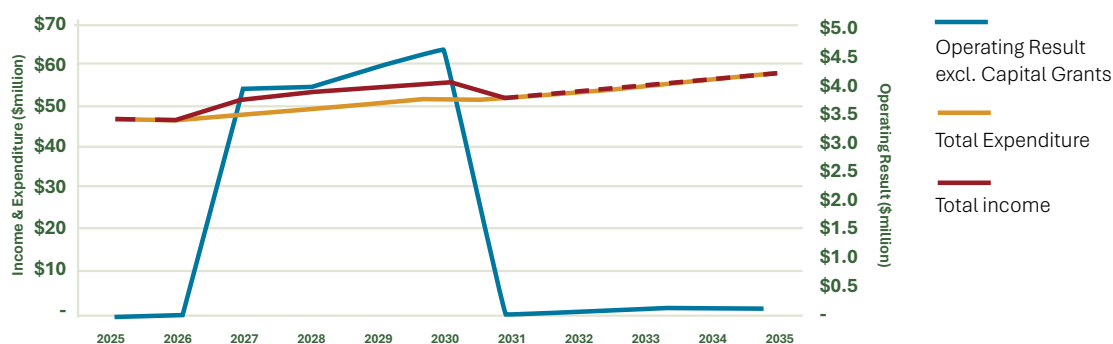
Depreciation: Reflecting asset management plans and capital investments.

Other Operating Expenses: Subject to cost-control measures; forecast annual increase of 2.5%.

Operating Performance by Fund

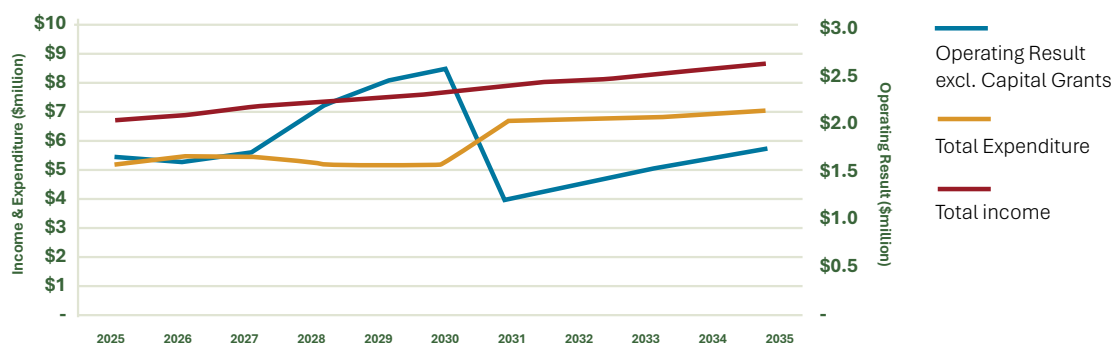
Muswellbrook Shire Council operates four separate funds to manage its operations. Each fund is maintained independently to ensure transparency and accountability in how council services are funded and delivered. In accordance with Council's Financial Management Policy, Council has prepared a 2025/26 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. In line, with its growth objectives, the Future Fund shows a surplus.

General Fund



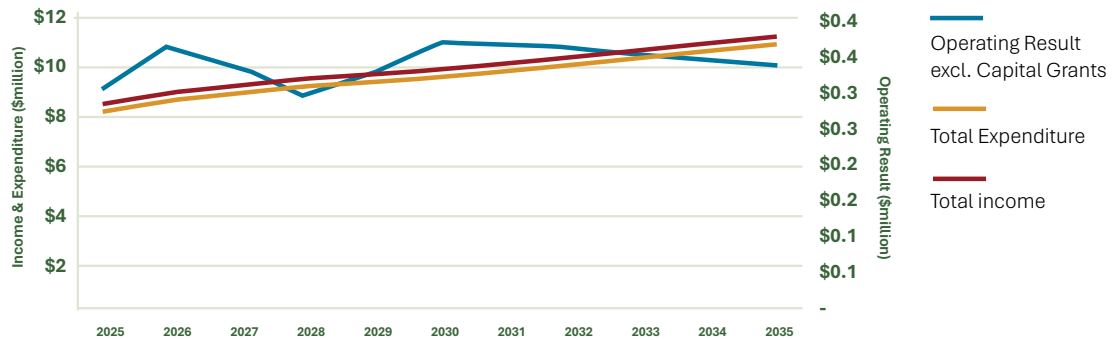
Note: The Operating Result is measured on the axis on the right-hand side.

Future Fund



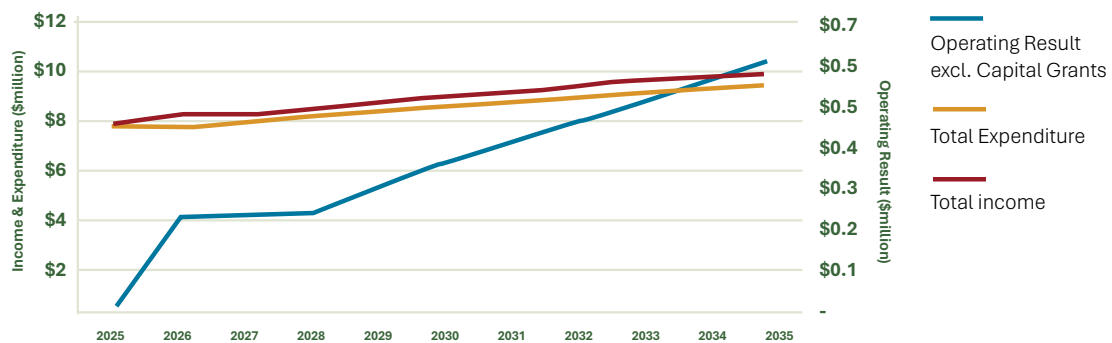
Note: The Operating Result is measured on the axis on the right-hand side.

Water Fund



Note: The Operating Result is measured on the axis on the right-hand side.

Sewer Fund



Note: The Operating Result is measured on the axis on the right-hand side.

The financial statements, including Income Statement, Balance Sheet and Statement of Cash Flows, for the 10 years of the LTFP, are included as an appendix to this document.

Alternative Scenarios

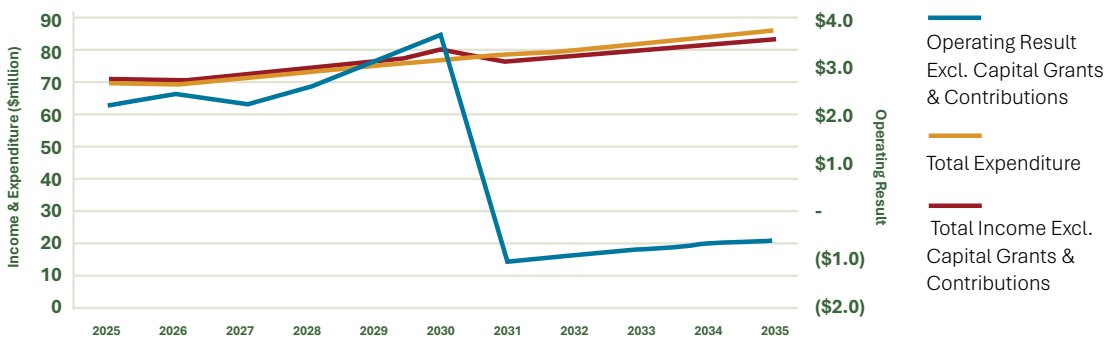
Alternate Scenario 1 – No SRV; Other assumptions remain constant

This scenario assumes that the SRV included in the Base Scenario is not implemented.

The coal mine closures cause a significant and sudden decline in rates revenue, triggering difficult decisions around reducing services and selling underutilised assets.

Despite Council's extensive efforts to promote and support economic diversification and develop new income streams, the scale of the revenue loss from mine closures is too substantial to bridge through these measures alone. This scenario underscores the need for the proposed Special Rate Variation (mines only). Without it, difficult decisions would need to be made around reducing services for the community.

Alternate Scenario 1 – Consolidated Operating Performance



This scenario shows a steep decline in the operating result with the closure of mines in 2030. Significant reductions in services would need to be implemented if alternative revenue sources couldn't be realised.



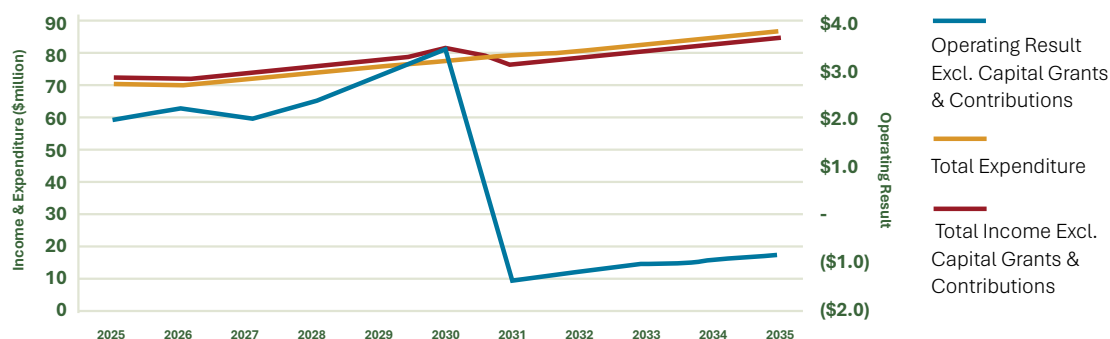
Alternate Scenario 2 - Accelerated Diversification of Revenue Sources; No SRV

This scenario also assumes that the SRV included in the Base Scenario is not implemented, but the diversification of the local economy and Council's revenue sources is accelerated (very optimistic, 12% annually).

Even in this scenario, Council's extensive efforts to promote and support economic diversification and develop new income streams, would not be enough to offset the decline in rates revenue due to coal mine closures. Again, difficult decisions would need to be made around reducing services for the community.

Despite Council's extensive efforts to promote and support economic diversification and develop new income streams, the scale of the revenue loss from mine closures is too substantial to bridge through these measures alone. This scenario underscores the need for the proposed Special Rate Variation (mines only).

Alternate Scenario 2 – Consolidated Operating Performance



Despite Council's extensive initiatives to diversify the local economy and its own revenue sources, this scenario also shows a steep decline in the operating result with the closure of mines in 2030. Significant reductions in services would need to be implemented if alternative revenue sources couldn't be realised.

Performance Monitoring

Council is committed to regularly monitoring the performance of the Long-Term Financial Plan to ensure it remains responsive to changing financial conditions and community needs. Key financial indicators will be reviewed annually alongside the Delivery Program and Operational Plan to assess progress and identify any emerging risks or variances. The LTFP will also be formally updated annually, or in response to major changes in economic circumstances, funding arrangements, or strategic priorities. This ongoing review process ensures the plan continues to provide a reliable foundation for sustainable financial management and informed decision-making.

Risk Management

Revenue Decline: The anticipated reduction in rates revenue from coal mining properties is a major financial risk. Council is working to mitigate this by accelerating efforts to diversify the local economy, attract new industries such as renewable energy, agribusiness, and tourism, and engage in regional economic development partnerships.

Expenditure Increases: Rising costs of materials, services, and employee wages place pressure on Council's budget. Strategies to manage this include streamlining operations, investing in technology to improve efficiency, and identifying opportunities to share services or costs with neighbouring councils.

Project Risks: Key capital and economic development projects carry risks related to delivery, cost overruns, and community support. Council will continue to improve its rigorous project planning and feasibility studies, establish clear governance structures, and maintain transparent communication to minimise risks.

Investment Risks: Market fluctuations can impact Council's investment returns. Council's conservative investment policy will continue to guide investment decisions, prioritising capital preservation and legislative compliance, while balancing opportunities for optimal returns.

Legal and Financial Liabilities: The complexity of service delivery, contract management, and regulatory obligations increases exposure to potential legal and financial risks. Council will continue to strengthen governance practices, conduct regular internal audits, and ensure risk assessments are embedded in all major initiatives to protect public funds and uphold accountability.

Sensitivity Analysis

The LTFP is based on a set of financial assumptions that are subject to change. Analysis has been conducted on the impact of changes in key variables including:

- Changes in interest rates and inflation, which can significantly affect both revenue (e.g. investment income) and expenditure (e.g. construction and wage costs).
- Adjustments to fees and charges, which may be affected by legislation, demand, or cost recovery policies.
- Availability and timing of grants, which are often influenced by state or federal government policy.
- Assumptions around growth and development, which impact developer contributions and service demand.
- The annual rate peg limit set by IPART, which constrains potential rate revenue increases.
- Changes to staffing levels, which can alter service delivery capacity and expenditure.
- Borrowing assumptions, including interest rates, terms, and accessibility of credit.

Adjustments to the LTFP will be made as changes in these and other variables arise.



Summary

This Long-Term Financial Plan (LTFP) outlines Council's financial outlook over the next ten years, in the context of significant structural changes to the local economy. A key challenge facing the community is the progressive closure of coal mines within the region, which will result in a material decline in rate revenue—Council's most stable and reliable source of income.

Council recognises the need for proactive and strategic planning to manage this transition. In response, it has already commenced a range of initiatives aimed at supporting economic diversification, attracting investment in emerging industries, and growing alternative revenue streams. These actions are essential to building long-term resilience, both for the local economy and for Council's financial position.

However, despite these efforts, modelling demonstrates that a significant revenue shortfall is forecast over the coming decade. To maintain service levels, renew ageing infrastructure, and continue delivering critical community outcomes, Council will require additional financial support. Accordingly, Council proposes to apply for a Special Rate Variation (SRV) specifically targeted at mining properties. This approach ensures that the sector contributing most significantly to the forecast revenue decline also contributes to the transition, in a way that supports the broader community's sustainability and wellbeing. The SRV will provide a temporary but essential buffer, allowing Council to continue its planned investment in the region's future while managing the impacts of declining mining-related income.

Council remains committed to transparent financial management, ongoing community engagement, and exploring every opportunity to strengthen its financial sustainability without placing an undue burden on residents. This LTFP provides the strategic framework to guide those efforts in the years ahead.





**muswellbrook
shire council**

muswellbrook.nsw.gov.au

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	

Table of Contents

1. Policy Objective.....	3
2. Risks being assessed.....	3
3. Scope	3
4. Definitions	5
5. Policy Statements.....	6
6. Roles, Responsibilities and Delegations	7
7. Dispute Resolution	7
8. Related Documents.....	8
Legislation and Guidelines.....	8
Policies and Procedures	8
Other Supporting Documents	8
9. Version History	8

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.

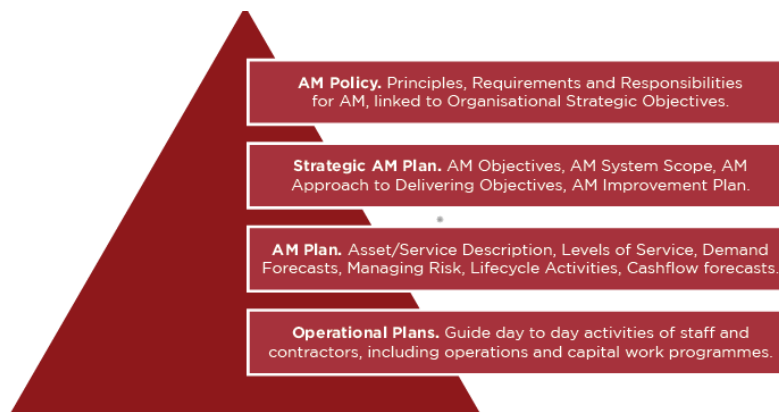
Provide an accurate, consistent, costed, and current asset inventory.

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.

**10.2.4. Operational Plan, Budget Estimates, Revenue Policy, Fees and Charges 2025-2026**

Responsible Officer:	Director - Community & Economy
Author:	Corporate Planning and Reporting 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:	6.1.3 - 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:	<ol style="list-style-type: none">1. Operational Plan 2025 - 2026 - Final for Adoption [10.2.4.1 - 62 pages]2. Draft Budget 2025-26 - Funds [10.2.4.2 - 5 pages]3. Revenue Policy 2025-26 - 11 June 2024 for adoption [10.2.4.3 - 18 pages]4. 2025-26 Fees and Charges - Final [10.2.4.4 - 66 pages]

PURPOSE

The report provides detail for the adoption of the Operational Plan 2025-2026.

OFFICER'S RECOMMENDATION

Council ADOPTS the Operational Plan 2025-2026, including Budget, Revenue Policy, and Fees and Charges that has been placed on public exhibition, via Council's website, for a period of 28 days.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

To adopt the Operational Plan 2025-2026 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 Operational Plan 2025 - 2026 (including Budget, Revenue Policy, and Fees and Charges Report) on public exhibition for at least 28 days to allow sufficient time for community engagement and for Council to consider the community's feedback on the Operational Plan prior to adoption. Council received nil submissions from the community during this period.

There was a recent change in land values from the Valuer General that has now changed some of the Rates amounts in the DRAFT, the updated table is now included.

Revenue Policy

The Revenue Policy Statement has been incorporated into the Operational Plan. The 2025 - 2026 Revenue Policy and a separate version is attached for review. The full policy was placed on Public Exhibition separately to the Operational Plan.

Key Changes for 2025 - 2026:

- 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
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%
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%



Service	2024-25	2025-2026	Change	Change %
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 -2026 Budget Estimates outline the projected operating and capital income and expenditure for the 2025 - 2026 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 2025- 2026 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 - 2026 Fees & Charges schedule.

Minor adjustments were made to the schedule during the public exhibition period, as outlined below:

- Updated Environmental Planning Unit fee updated to \$113.90 to reflect March 25 CPI, page 34
- Addition of Waste Solar Panel Recycling Fee, page 27
- Addition of Aquatic Centre Squad Fees, page 23
- Addition of Stage & PA System Hire Fees, pages 10
- Addition of Muswellbrook Training Centre of Excellence room hire, page 18
- Removal of 6m Inflatable Outdoor Cinema Screen Package Fee, page 10

Muswellbrook Shire Council does not charge sports ground fees for people under 18 years old.

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. The Operational Plan details the activities to be engaged in by the council during the year as part of the delivery program covering that year, and includes a statement of the council's revenue policy for that year.

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.



Contents

Message from the Mayor	4
Message from the General Manager	5
Our Shire	6
At a glance	7
Economic Output	8
Our Council	10
Executive Leadership Team	11
Organisational Chart	12
Integrated Planning and Reporting Framework	13
Council's Role and Services	15
United Nations Sustainable Goals	16
How to read the Operational Plan	17
Vision	18
Themes	19
We are a.... strong community	21
We are a...Regional centre	26
We have a...Thriving economy	32
We are a...Great place to live	38
We are...Working together	44
Funding our Plan	52
Revenue Policy	54
Our Operating and Capital Budgets	58
Appendices	60
Appendix I Operating Budget Estimates	
Appendix II Revenue Policy	
Appendix III Fees and Charges	

Credit for images throughout the publication goes to: Jonathan Burrows / Pretty Amazing Productions, Spectrum Comms, and Muswellbrook Shire Council. All images, ongoing and throughout this document, are credited and copyrighted by Muswellbrook Shire Council and staff, unless stated otherwise.

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.

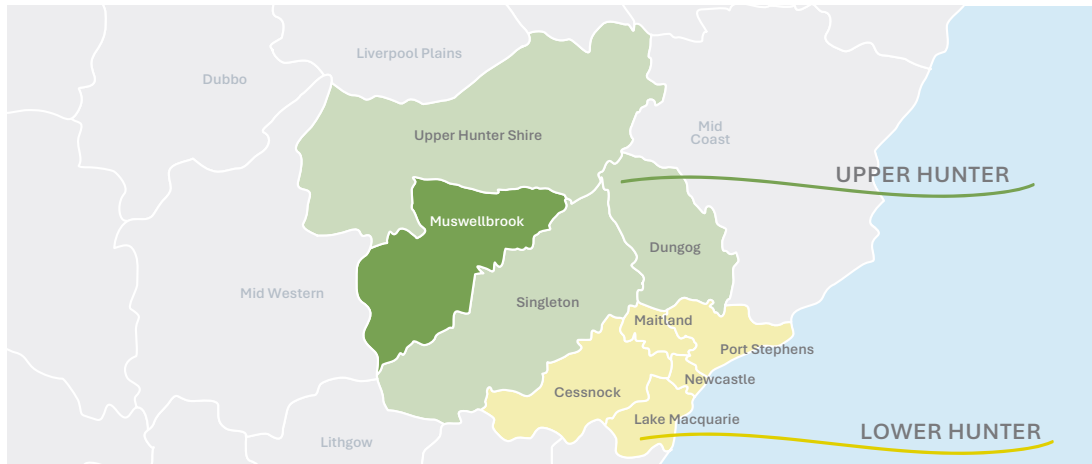
This Operational Plan reflects the trust you place in Council to manage your resources wisely and work towards a shared vision.

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



Population
16,817
Female
48.7%
Male
51.3%



4,222
Average number of
children per families
with children 1.9
Median Age
37 Years



Indigenous
Muswellbrook LGA
11.6%
NSW
3.4%



All private dwellings
7,298
Average number of
people per household 2.5



Medium monthly
mortgage repayments
\$1,517
Medium monthly rent
\$300



Medium weekly
household income
\$1,628

Education

Completed Year 12
or Equivalent



Muswellbrook LGA
32.32%

Hunter Region
43.09%

NSW
56.08%

Data taken from 2021 Muswellbrook, Census All persons QuickStats | Australian Bureau of Statistics

Economic Output



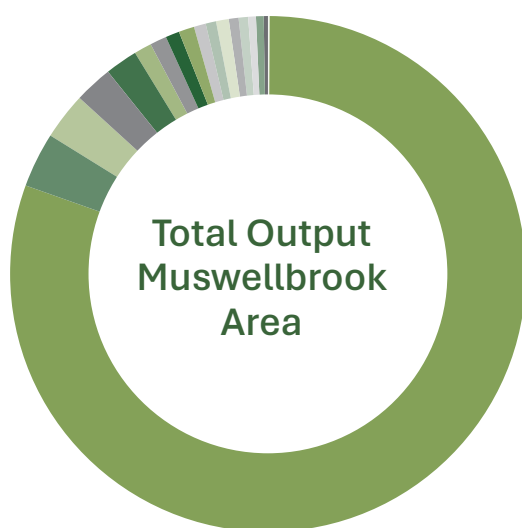
Total Output in the area is estimated at

\$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.



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.



Alexandra Hathway **Legal Counsel**

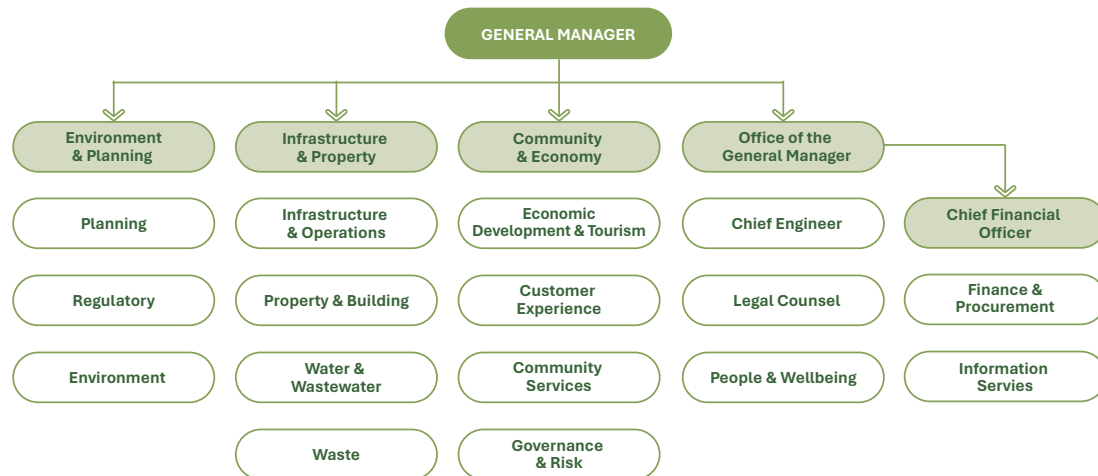
Alexandra is an accomplished solicitor with extensive experience in both private practice and government sectors. Admitted to practice law in the Supreme Court of New South Wales, Alexandra holds a Bachelor of Laws and a Bachelor of Psychological Science. With a deep commitment to community service, Alexandra has volunteered at various free community legal centres, offering legal advice and support to those in need.



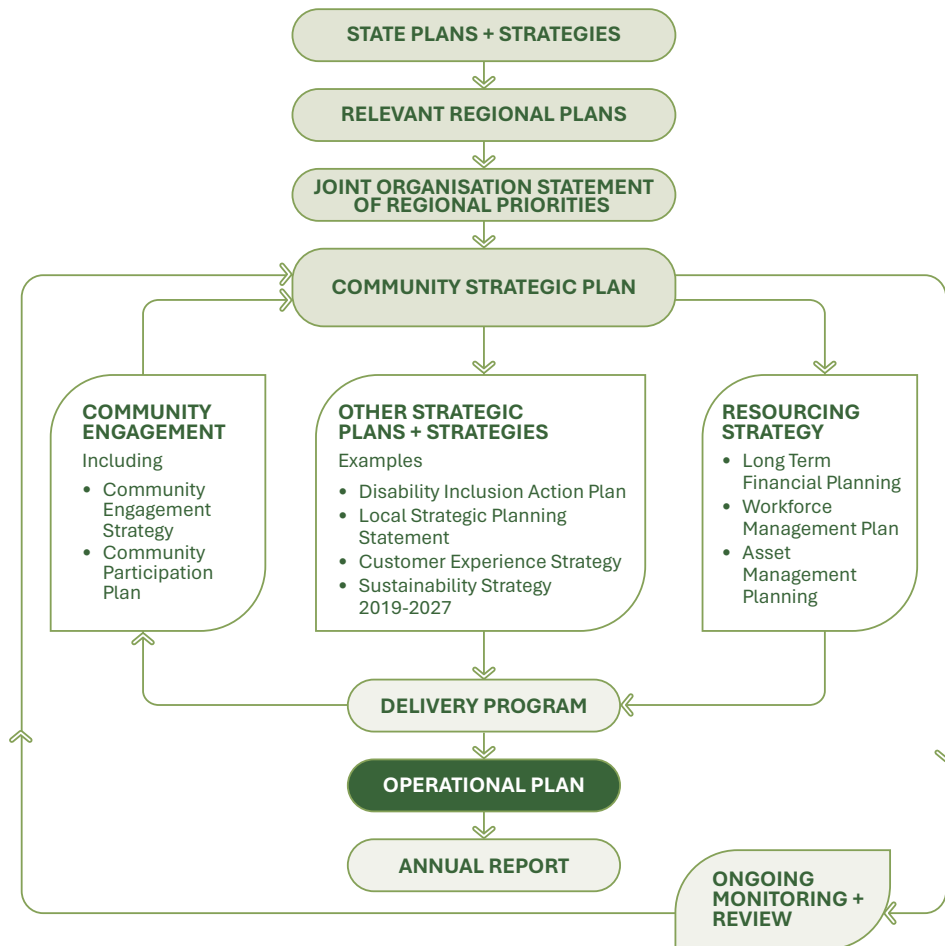
Sharon Pope PSM **Director Environment and Planning**

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.

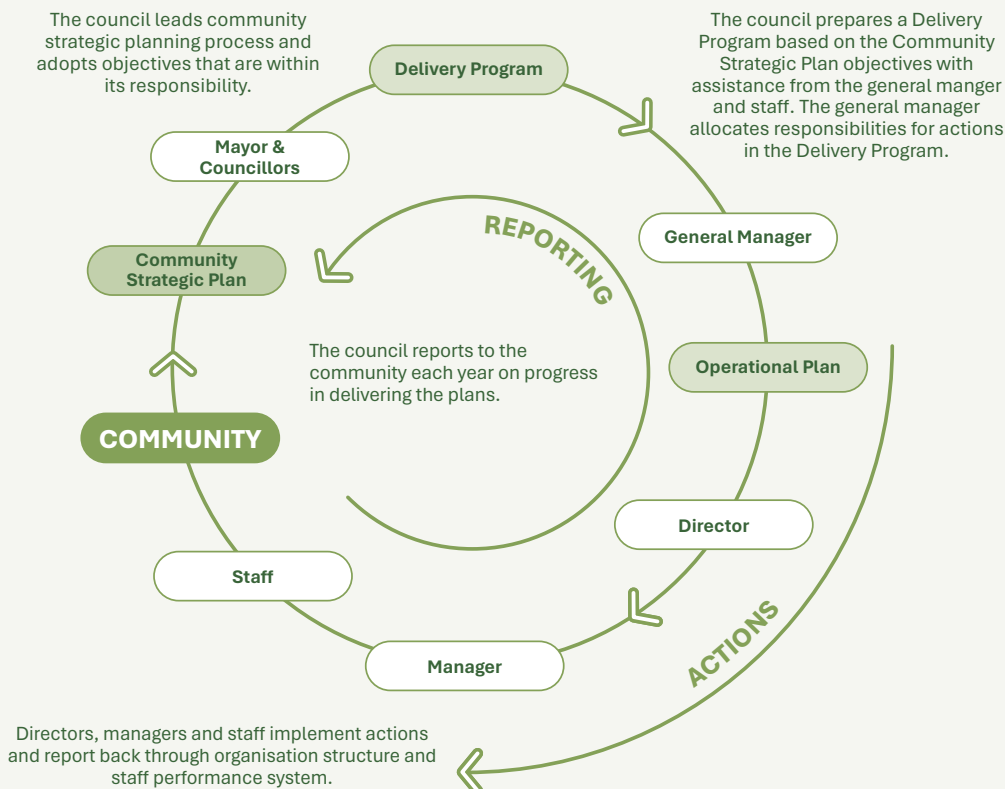
All actions detailed in the Muswellbrook Shire Council 2025-2026 Operational Plan link to an objective described in the Muswellbrook Shire Council 2025-2029 Delivery Program, which in turn link to an aspiration listed in the Muswellbrook Shire 2025-2035 Community Strategic Plan.

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

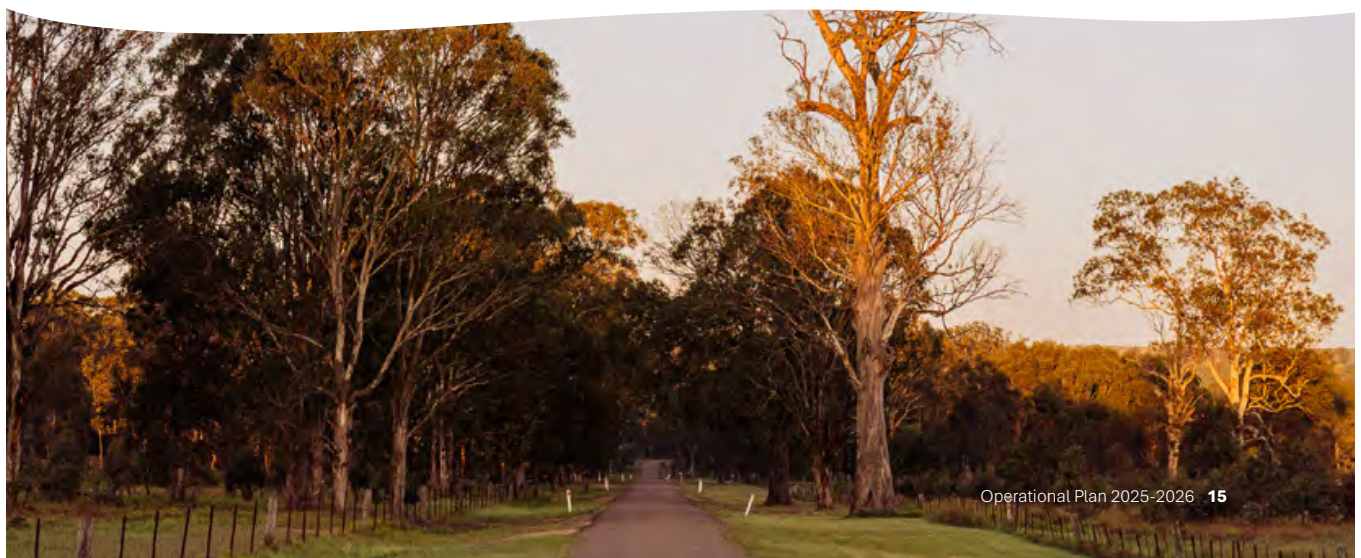
Council plays an important role in providing services, building infrastructure and managing regulations for our community. The decisions we make at the local level directly affect life in our Shire.

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:



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.



16 - Newellbrook Shire Council

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
	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	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 Tarlpa 
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 NSW to facilitate better 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 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 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 
	2.4.2 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 (DCCCEEW) 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 



Vision

**Our Shire is powered
by opportunity, with
space to grow and shape
a thriving future.**



Themes





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
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
		1.1.1.2 Deliver exhibitions and programs that support engagement with the arts
		1.1.1.3 Develop and implement a conservation program for the collection of works of art
		1.1.1.4 Deliver modern, community-responsive Library collections in line with recommendations and standards from the State Library New South Wales
	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
		1.1.2.2 Deliver a program of activities which increase the utilisation of the aquatic centres
		1.1.2.3 Implement the prioritised actions identified in the Disability Inclusion Action Plan (DIAP)
		1.1.2.4 Deliver a range of targeted community events and activities
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
		1.2.1.2 Advocate for funding for Domestic Family and Sexual Violence support services
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
		1.3.1.2 Review and maintain Precinct Service Levels Document for Parks & Reserves
		1.3.1.3 Implement funded 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
		1.3.2.2 Manage trade waste efficiently and safely, complying with environmental regulations, and protecting infrastructure

Our role:  Delivering  Partnering and collaborating  Advocating

Primary Responsibility	Measure & Source	
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	
Community and Economy	Number of exhibitions and programs delivered	
Community and Economy	Number of works assessed, documented, and conserved	
Community and Economy	i) Number of Physical & Digital Loans ii) Number of new collection items added iii) Number of Community collection suggestions ordered	
Community and Economy	i) Number of essential workers attracted to the region ii) Meeting the requirements of the funding agreement	
Community and Economy	i) Number of participants in programs and users at the Centre(s) ii) Number of Members	
Community and Economy	Delivery of actions identified in the Disability Inclusion Action Plan	
Community and Economy	Delivery of targeted events such as Youth Week activities, Seniors Festival Brochure etc	
Community and Economy	Advocate to State Government	
Community and Economy	Funding opportunities investigated	
Infrastructure and Property	Construction procurement process commenced	
Infrastructure and Property	i) Document reviewed and finalised ii) Periodic inspections conducted	
Infrastructure and Property	Develop a staged delivery plan for infrastructure priorities of the Wollombi Precinct Master Plan	
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	
Infrastructure and Property	Review currency of Liquid Trade Waste Agreements and prioritise actions	

Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action
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
		1.4.1.2 Partner with and support event organisers to grow and attract events
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
		1.5.1.2 Celebrate local heritage through planning, design and delivery of improvements
	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
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
	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

Our role:  Delivering  Partnering and collaborating  Advocating

Primary Responsibility	Measure & Source	
Community and Economy	Track and report on attendance, marketing reach and economic impact for Council-led 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	
Infrastructure and Property	Construction procurement process commenced	
Infrastructure and Property	Include preservation of local heritage in design and Undertake comprehensive heritage assessments for related projects	
Infrastructure and Property	Make Local Heritage Grants available to owners of heritage listed properties	
Community and Economy	Engagement and consultation approach endorsed by Council, and then implemented	
Community and Economy	Options presented to Council to increase volunteerism	 
Community and Economy	i) Community grants provided in accordance with the policy ii) Sponsorship policy updated and provided in accordance with the policy	



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
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
	2.1.2 Improve and promote active travel connections and opportunities 	2.1.2.1 Develop Active Transport Plan and implement prioritised actions
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
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
		2.3.1.2 Work with industry and third parties to facilitate changes and impacts to the road network
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
		2.4.1.2 Construct the new Muswellbrook Youth Venue
		2.4.1.3 Carry out the staged delivery of Olympic Park Precinct Master Plan
		2.4.1.4 Carry out the staged delivery of the Muswellbrook Town Centre Precinct Master Plan
		2.4.1.5 Deliver prioritised and funded recommendations of the Recreational Needs and Management Study
		2.4.1.6 Seek planning approval for the construction of the Community Infrastructure Depot
	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
		2.4.2.2 Ensure Council's Planning land use strategies, policies and plans reflect the Shire's status as a regional centre

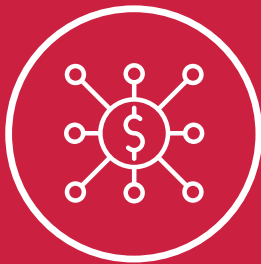
Our role:  Delivering  Partnering and collaborating  Advocating

Primary Responsibility	Measure & Source	
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 a risk 	
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 Muswellbrook CBD to Tarinpa 	
Infrastructure and Property	<ul style="list-style-type: none"> i) Install prioritised bus shelters in Muswellbrook and Sandy Hollow 	
Infrastructure and Property	<ul style="list-style-type: none"> 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 	
Infrastructure and Property	<ul style="list-style-type: none"> i) Process section 138 and Oversize and/or Overmass vehicles applications and report on numbers processed 	
Community and Economy	Business Case developed and resourced	
Infrastructure and Property	Construct and handover the Muswellbrook Youth Venue to Upper Hunter Youth Services	
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 Bell Street to Wilkinson Avenue 	
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) Consolidate lots within the precinct for delivery of the master plan 	
Infrastructure and Property	<ul style="list-style-type: none"> i) Deliver funded recommendations of the Recreational Needs and Management Study 	
Infrastructure and Property	Package of early works is prepared by December 2025	
Infrastructure and Property	Collaborate with NSW Department of Climate Change, Energy, the Environment and Water (DCCEEW) in reviewing water strategies	
Environment and Planning	<ul style="list-style-type: none"> 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 	

Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action
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
		2.5.1.2 Manage program of continual review of buildings and recreation asset data to inform maintenance, capital programs, and asset management plans.
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
		2.6.1.2 Deliver the Art Gallery Café Training Centre in partnership with key stakeholders
		2.6.1.3 Deliver the STEM Program
		2.6.1.4 Manage Sam Adams College student accommodation to support local tertiary education delivery
		2.6.1.5 Seek full occupancy of the Tertiary Education Centre to support education services, research, and innovation delivery

Our role:  Delivering  Partnering and collaborating  Advocating

Primary Responsibility	Measure & Source	
Infrastructure and Property	<ul style="list-style-type: none"> 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 	
Infrastructure and Property	<ul style="list-style-type: none"> 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 	
Community and Economy	Increase access to education opportunities for the community	
Community and Economy	<ul style="list-style-type: none"> i) Finalise funding arrangement ii) Art Gallery Cafe operational and training courses provided to the community 	 
Community and Economy	STEM program outcomes collected and reported to Council	
Infrastructure and Property	Measure and report to Council on occupancy and reasons for stay	 
Infrastructure and Property	Target leasing opportunities to attract education service providers, research and development organisations, and innovators	



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
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
		3.1.1.2 Work with Invest NSW and other government departments to attract new industry and investment
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
		3.2.1.2 Work with local businesses to improve capability and access new supply chain opportunities
		3.2.1.3 Target leasing opportunities at local commercial properties to meet market gaps
		3.2.1.4 Planning policies and planning controls are reviewed to generate 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
		3.3.1.2 Investigate options for delivering an improved visitor information centre offering
		3.3.1.3 Implementation of the Upper Hunter Regional Brand
	3.3.2 Activate the Muswellbrook Town Centre 	3.3.2.1 Increase occupancy and activation of the public spaces in the town centre
		3.3.2.2 Deliver curated public art and murals through out the CBD.

Our role:  Delivering  Partnering and collaborating  Advocating

Primary Responsibility	Measure & Source	
Community and Economy	Report endorsed by Council	
Community and Economy	Prospectus Developed Investment Attraction Activities conducted	
Community and Economy	Strategy endorsed by Council	
Community and Economy	i) Annual 'Doing business with Council' workshops facilitated ii) Apply for grants to deliver programs to support local businesses	
Infrastructure and Property	Annually measure occupancy, and tenancy mix against market benchmarks	
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	
Community and Economy	i) Development of the Destination Management Plan commenced ii) Collect tourism data to inform decision making	
Community and Economy	Report presented to Council on options for visitor information centre	
Community and Economy	Plan for the implementation of the brand endorsed by Council	
Community and Economy	i) Increase in building occupancy ii) Wi-Fi installed iii) number of activations, events and installations	
Community and Economy	i) Locations of public art and murals identified ii) Engagement of suitable artists and delivery of priorities and funded art	

Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action
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
		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
		3.4.1.3 Advocate on behalf of the community on matters related to State Significant Development and the renewable energy roll-out
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
	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
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
		3.6.1.2 Work with Idemitsu to maximize economic opportunities on the Muswellbrook Coal site
		3.6.1.3 Identify suitable large scale land for intensive agricultural opportunities

Our role:  Delivering  Partnering and collaborating  Advocating

Primary Responsibility	Measure & Source	
Infrastructure and Property	Ensure local road networks are upgraded as prioritised	
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	
Environment and Planning	Report draft submissions on mining and energy related matters to Councillors to ensure community concerns are appropriately captured	
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	 
Community and Economy	i) Increased utilisation of TEC1 building and Loxton House	 
Community and Economy	Undertake investment attraction activities	
Community and Economy	i) regular meetings held with Idemitsu ii) identify and progress opportunities to maximise employment outcomes	
Community and Economy	Suitable land identified and discussions held with landowners and proponents	



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
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
			4.1.1.2 Plan for and manage the impacts of temporary construction workers 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
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
			4.2.1.2 Facilitate the Muswellbrook Local Emergency Management Committee (LEMC)
			4.2.1.3 Mitigate risks of natural hazards impacting Council's critical community infrastructure
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
			4.3.1.2 Progress construction of the new Muswellbrook Sewer Pump Station (SPS) #1
			4.3.1.3 Manage program of continual review of water and wastewater asset data to inform maintenance, capital programs, and asset management plans.
			4.3.1.4 Maintain the required water quality testing procedures in accordance with Australian Drinking Water Guidelines and NSW Health requirements
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
	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

Our role:  Delivering  Partnering and collaborating  Advocating

Primary Responsibility	Measure & Source	
Infrastructure and Property	Through the Future Fund continue investigation and development of Muswellbrook and Denman sites	
	Develop a Council Policy position on temporary workers accommodation in the Shire	
Environment and Planning	<ul style="list-style-type: none"> 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 	 
Infrastructure and Property	<ul style="list-style-type: none"> 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 	 
Infrastructure and Property	<ul style="list-style-type: none"> 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 iiii) Work with the NSW Reconstruction Authority to finalise the draft Pre-Event Recovery Plan 	 
Infrastructure and Property	<ul style="list-style-type: none"> 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 	 
Infrastructure and Property	Subject to funding progress detailed design of the Denman to Sandy Hollow Water Pipeline, and construction commenced within agreed timeframe	
Infrastructure and Property	Construction of Muswellbrook SPS #1 commenced	
Infrastructure and Property	<ul style="list-style-type: none"> i) Asset data for Water and Wastewater assets is current. ii) Report contingency plans for critical infrastructure. 	
Infrastructure and Property	<ul style="list-style-type: none"> 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 	
Infrastructure and Property	<ul style="list-style-type: none"> i) Monitor air quality ii) participate in regional meetings on air quality iii) make submissions regarding air quality related to new development 	
Environment and Planning	Local Landcare and Environmental Sustainability Grants made available to the local community on an annual basis	

Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action
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
		4.5.1.2 Maintain construction and operational sustainable practices to decrease energy, waste and water usage
		4.5.1.3 Deliver a range of programs to improve sustainability in the Community
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
		4.6.1.2 Investigate a strategy for gas capture of Council's waste voids
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
		4.7.1.2 Actively engage with Mine Operators and the Natural Resource Regulator to ensure best practice mined land rehabilitation occurs
		4.7.1.3 Implement funded aspects of the Flying Fox Management Plan
		4.7.1.4 Improve tree canopy ratio in urban areas

Our role:  Delivering  Partnering and collaborating  Advocating

Primary Responsibility	Measure & Source	
Infrastructure and Property	Consult with businesses on a commercial FOGO model that meets their needs and mandated NSW Government target	
Infrastructure and Property	<ul style="list-style-type: none"> i) Track construction waste records showing a trend of decreasing waste and increased recycling ii) Inclusion of sustainable waste management practices in tender documentation 	
Environment and Planning	<ul style="list-style-type: none"> 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 	 
Environment and Planning	<ul style="list-style-type: none"> i) Implement funded recommendations in the Electric Vehicle Strategy ii) Establish a Revolving Energy Fund (REF) to support continued investment in sustainability initiatives 	
Environment and Planning	<ul style="list-style-type: none"> i) Expression of Interests called for waste void capture options ii) Develop a business case for Council's consideration 	
Environment and Planning	<ul style="list-style-type: none"> i) Update the Precinct Service Specifications for Parks & Reserves to include management of Natural Areas. ii) Manage continual Natural Areas maintenance and improvement program 	
Environment and Planning	Staff Regularly meet with Resource Regulator staff to discuss mine rehabilitation plans and efforts by mines	
Environment and Planning	<ul style="list-style-type: none"> 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 	
Environment and Planning	Coordinate planting sites and materials for National Tree Day Activities	



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
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
	5.1.2 Provide timely and factual information on key issues impacting our community 	5.1.2.1 Deliver a positive customer experience
		5.1.2.2 Provide accurate and timely information to the community
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
		5.2.1.2 Establish and facilitate the Muswellbrook Shire Youth Council
		5.2.1.3 Facilitate committees of Council to inform decision making
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
		5.3.1.2 Ensure Development Contributions Plans are updated
		5.3.1.3 Consider whole of life asset costs considering the construction and acquisition of new assets
		5.3.1.4 Continually improve asset management








Our role:  Delivering  Partnering and collaborating  Advocating




Primary Responsibility	Measure & Source	
Community and Economy	Ensure all IP&R deadlines are met and reported to Council	
Community and Economy	<ul style="list-style-type: none"> 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 	
Community and Economy	<ul style="list-style-type: none"> i) Increase engagement with Council's Website and digital media platforms ii) Communication and Media Policy reviewed and implemented 	
Infrastructure and Property	<ul style="list-style-type: none"> i) Survey conducted and Reported to Council ii) Workshops completed with Internal staff to advise of results 	
Infrastructure and Property	<ul style="list-style-type: none"> i) Engage with the schools to support the Youth Council ii) Facilitate 6-8 Youth Council Meetings per year 	 
Infrastructure and Property	<ul style="list-style-type: none"> i) Meetings with key stakeholders are facilitated as scheduled ii) Meeting information is published to Council's website within 3 days of the meetings 	
Community and Economy	Reports to Council on Funding secured and applied for	
Environment and Planning	Update one of Muswellbrook Development Contributions Plans	
Infrastructure and Property/Finance	<ul style="list-style-type: none"> 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 	
Office of the General Manager	<ul style="list-style-type: none"> 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 	




Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action
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
		5.4.1.2 Ensure the provision of value for money legal services and effectively manage external legal service providers
		5.4.1.3 Implement and report the adopted Internal Audit and Service Review Plan
		5.4.1.4 Maintain and continuously improve the Enterprise Risk Management Framework
		5.4.1.5 Monitor and manage annual budgets and long term financial plans
		5.4.1.6 Actively manage the Future Fund to increase revenue for Council and commercial development opportunities
		5.4.1.7 Continually improve financial management across Council
	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
		5.4.2.2 Establish and manage the Community Benefit Fund

Our role:  Delivering  Partnering and collaborating  Advocating

Primary Responsibility	Measure & Source	
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	
Office of the General Manager	Report on external legal services expenditure	
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	
Community and Economy	Reports to Council and ARIC	
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	
Finance and ICT	Financial performance of the Future Fund provided to Council quarterly	
Finance and ICT	i) Financial Sustainability strategy developed and implemented ii) Finalise the General Ledger restructure	
Office of the General Manager	Proposal and application for an equitable Special Rate Variation for 2026/27 Financial Year developed	
Community and Economy	i) Community Benefit Fund Advisory Committee and governance established ii) Investment Logic Mapping framework established.	

Community Strategic Plan Aspiration	Delivery Plan Objective	Operational Plan Action
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
		5.5.1.2 Implement a comprehensive and targeted business improvement program
		5.5.1.3 Council's Enterprise Record Management System is fit for purpose
		5.5.1.4 Increase effectiveness of Council's Information and Communication Technology (ICT) systems
		5.5.1.5 Increase security of Council systems
	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 5.5.2.2 Subject to funding, make geographical information regarding Council's land use policies available to the community
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
		5.6.1.2 Undertake a review of the salary and performance management framework
		5.6.1.3 Develop a suite of policies and training that responds to legislation and creates a safe, equitable and healthy culture
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
		5.7.1.2 Provide Governance support to the Elected Council and Executive
		5.7.1.3 Ensure Council is meeting the Statutory Reporting requirements
		5.7.1.4 Assess new development and land use activity in accordance with legislative requirements

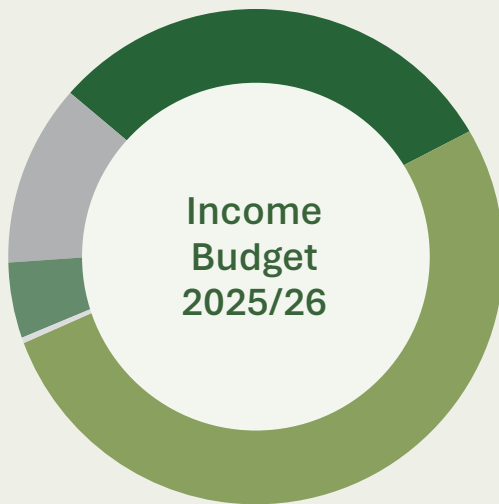
Our role:  Delivering  Partnering and collaborating  Advocating

Primary Responsibility	Measure & Source	
Office of the General Manager	Report to Directorate Leadership Group on systems for increased employee engagement	
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	
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	
Finance and ICT	i) Operation of Critical Systems is managed, supported and improved ii) IT Infrastructure and systems upgraded	
Finance and ICT	i) Upgrade Council's IT infrastructure ii) Cyber security footprint is enhanced	
Community and Economy	i) Improvements are made to Council's MyHub Portal ii) Review Customer Request Management (CRM) processes and training of staff	
Environment and Planning	Relevant Council GIS land use mapping and aerial photography is available for free online	
Office of the General Manager	i) Training and Professional Development policy and procedure developed ii) Training programs identified and incorporated within the framework	
Office of the General Manager	Report to Directorate Leadership Group to assess the salary review proposal	
Office of the General Manager	Policies developed and training implemented	
Office of the General Manager	i) Report on the number of new matters arising ii) Number of matters finalised iii) Number of ongoing matters	
Community and Economy	i) Training and development program for Councillors is agreed and implemented ii) Meetings of Council and committees are conducted in accordance with legislative compliance	
Community and Economy	Co-ordinate across Council to meet the Statutory Reporting Deadlines and provide periodic reports to the Audit, Risk and Improvement Committee	
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	

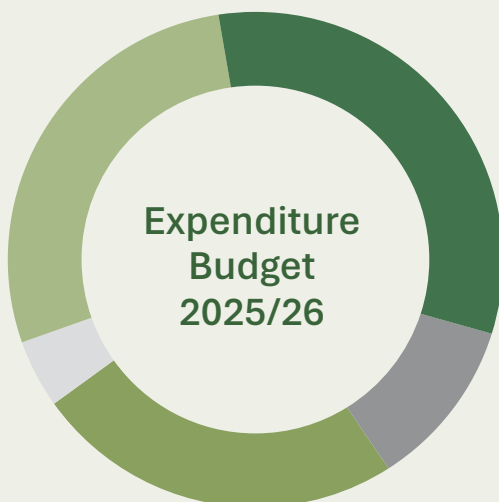
Funding our Plan

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	18.10%	\$1,287,413
Ordinary	Residential	Residential – Muswellbrook & Denman	0.425976	\$290	31.11%	\$5,579,677
Ordinary	Farmland	Farmland – General	0.185010	\$400	12.63%	\$1,131,058
Ordinary	Farmland	Farmland – Irrigable	0.210000	\$440	9.66%	\$491,804
Ordinary	Mining	Mining – General	0.630100	\$15,000	1.22%	\$13,479,820
Ordinary	Business	Business – General	0.851417	\$250	7.61%	\$1,534,847
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:

- Land which is more than 75 metres from a sewer of the Council and is not connected to the sewer; and
- 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.

$$SC = SDF \times (AC + (C \times UC))$$

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

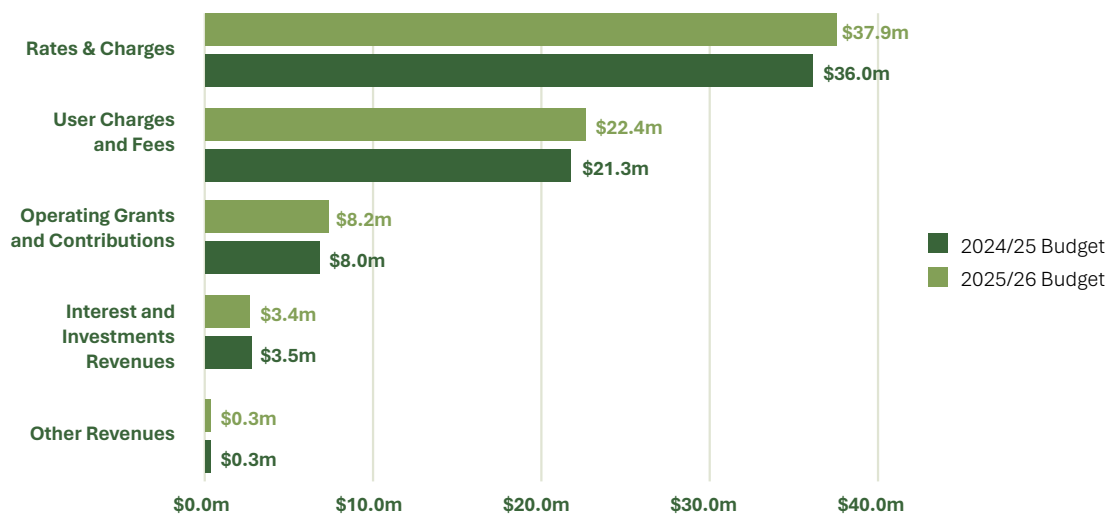
Consolidated Operating Income - Budget 2025/26

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.

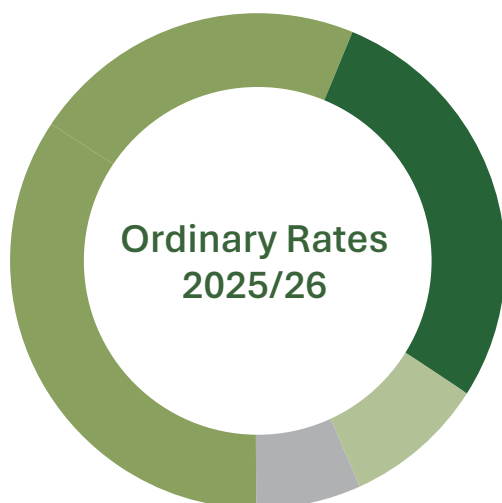


Consolidated 2025/26 Budget Rates and Annual Charges

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

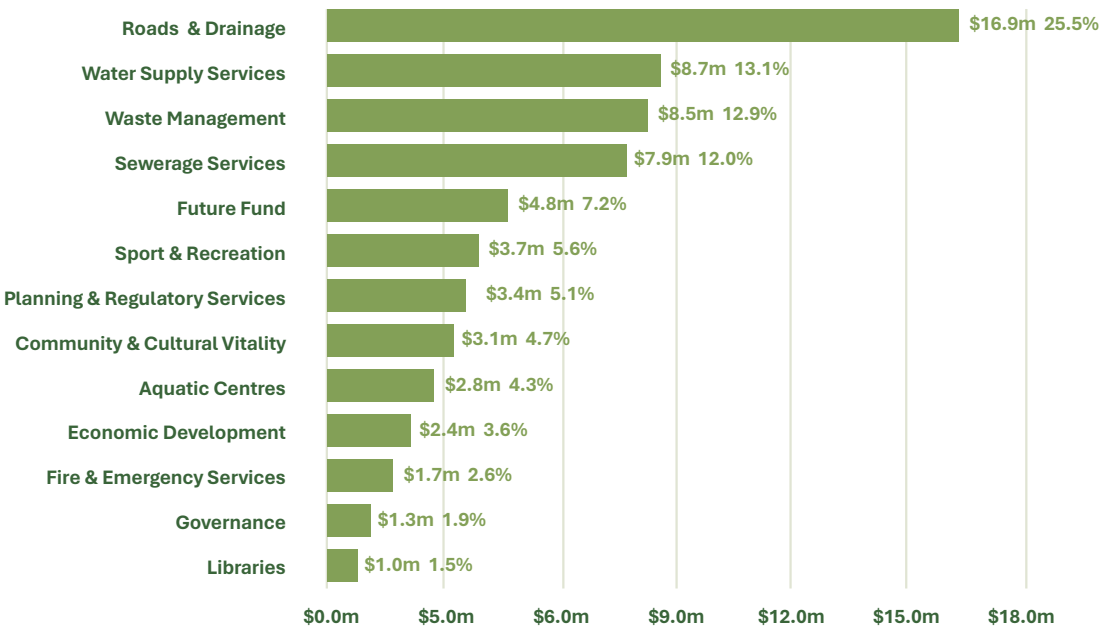
Water & Sewer Access Charges: Increase of ~5% and 4%, respectively, to cover increasing costs



Sector	\$M	%
Mining	\$13.5	56
Residential	\$6.7	28
Business	\$2.3	9
Farmland	\$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.

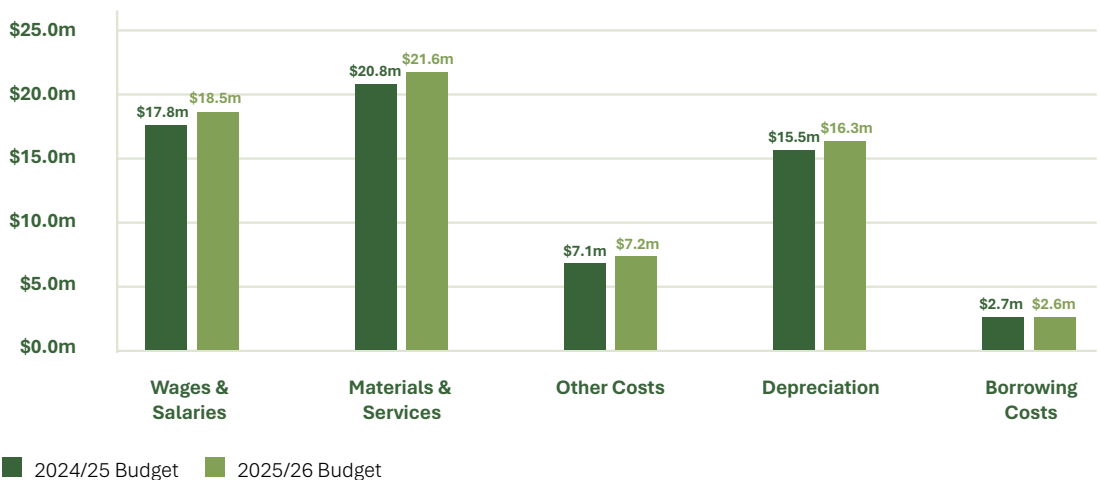


Consolidated 2025/26 Budget Operating Expenditure

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

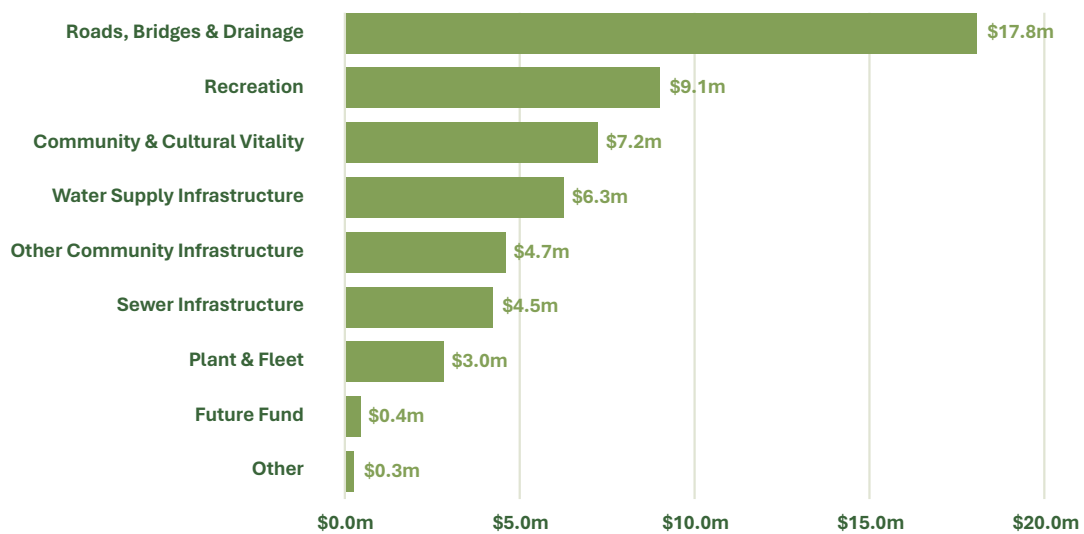
Council's 2025/26 capital works program focuses on key renewal works and completing the multi-year projects already in the pipeline. Only confirmed grant funding is included in the budget.

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.

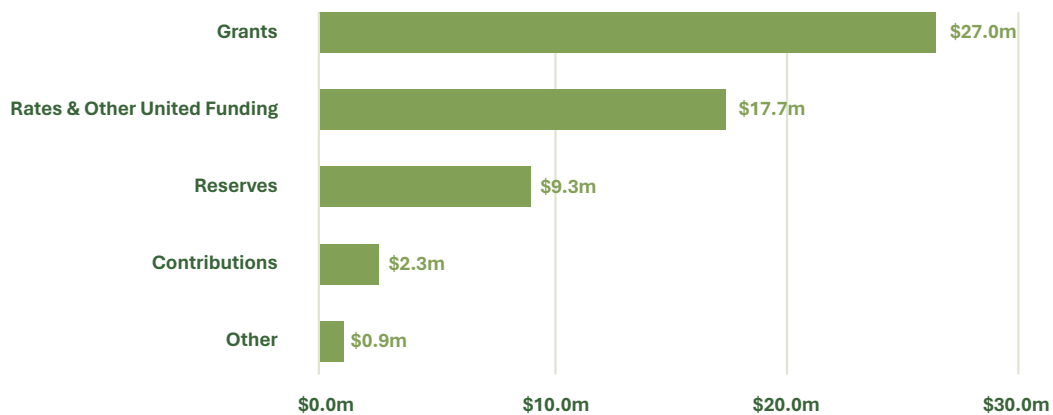
Community and Cultural Vitality: Civic Precinct, Pocket Park, Regional Entertainment Centre, reactivation of Campbell's Corner and other projects.

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



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%

Draft Revenue Policy

2025/2026

Authorised by:	Internal/External:	External
Date:	Minute No:	
Review timeframe:	4 years	
Review due date:		
Department:	Finance	
Document Owner:	Chief Finance Officer	

Table of Contents

1. Policy Objective	3
2. Rating	3
2.1 General Valuation	3
2.2 Rating Method	3
2.3 Structure of the Rate	6
2.4 Interest on Overdue Amounts	6
2.5 Summary of Rating Philosophy	7
2.6 Matters Considered in Determining the Amount of a Rate	7
3. Charges	8
3.1 Water Charges	8
3.1.1 Availability Charges	8
3.2 Water and Sewerage Charges – General	9
3.2.1 Best Practice Charging	9
3.3 Stormwater Management Charge	11
3.4 On-Site Sewer Management System – “Approved to Operate”	12
Statement of Rates Proposed to be Levied for 2025/2026	13
4. Version History	18

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:

- 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;
- 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:

- 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 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 destabilising 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 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	18.10%	\$1,287,413
Ordinary	Residential	Residential – Muswellbrook & Denman	0.425976	\$290	31.11%	\$5,579,677
Ordinary	Farmland	Farmland – General	0.185010	\$400	12.63%	\$1,131,058
Ordinary	Farmland	Farmland – Irrigable	0.210000	\$440	9.66%	\$491,804
Ordinary	Mining	Mining – General	0.630100	\$15,000	1.22%	\$13,479,820
Ordinary	Business	Business – General	0.851417	\$250	7.61%	\$1,534,847
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.

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 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

Sewerage Charges

For 2025/2026, Council is proposing to levy Sewerage Service Availability Charges as setout 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

¹ Where applicable

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 Domestic 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 determined the rate for 2025/2026, for the Hunter Catchment Contribution is to be 0.000657.

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.	11/06/2025	Rates Officer	Updated for 2025/26 Adoption

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.

Fees & Charges 2025/26

Table Of Contents

Muswellbrook Shire Council	9
Administration	9
Administration Centre Room Hire	9
Councillors Room	9
Loxton Room	9
Weidmann Room	9
Banners	9
Business Paper	9
Copy of Council Business Paper, Late Items & Minutes.....	9
Cemetery Fees	9
Right of Burial Fees	9
Certificates	10
Credit Card Payments	10
Dishonoured Payments	10
Enquiry Fee	10
Environmental Services Fees and Charges.....	10
Event Equipment Hire	10
Stage.....	10
Stage, PA System, Table & Chair Hire.....	10
MSC Branded Popup Marquee Hire.....	11
Visitors Information Centre - Photocopying.....	11
Government Information (Public Access) Act 2009 (GIPA)	11
Photocopying/Printing	11
Document Scanning.....	11
All Council Properties.....	11
Muswellbrook Regional Art Centre.....	11
Administration Charges.....	12
Sale of Land for unpaid rates and charges.....	12
Hall Hire.....	12
Denman Memorial Hall.....	12
Indoor Sports Centre Complex - Denman.....	12
Indoor Sports Centre - Muswellbrook	13
Muswellbrook Regional Art Centre.....	13
During Art Centre Hours	13
Outside Art Centre Hours	13
Senior Citizens Centre.....	13
Stan Thiess Centre.....	14
Muswellbrook Shire Libraries	14
Seminar Room	14
Library Meeting Room 1	14
Library Meeting Room 2 (Community Room)	14
Denman Library Community Room	14
Local Studies Room	15
DHB STEM Innovation Lab	15
DHB Meeting Room.....	15
DHB Foyer	15
DHB - Melt Equipment & Consumables	16

continued on next page ...

Page 2 of 66

Table Of Contents [continued]

Muswellbrook Training Centre of Excellence.....	18
Casual Hirer's Insurance	18
Private Works	19
Property - Transfer Listing	19
Public Gates/Grid	19
Roads	19
Occupancy Fees - Work Zones	19
Rural Areas - per m2	19
Residential - per m2	19
Tourist Area and/or Industrial Area - per m2	19
CBD - per m2	19
Other	20
Assessment fee further to above charges	20
S138 Roads Act - Road Opening Permit	20
Works Enabling Deed	20
Closure of a Public Road	20
Restricted Access (Over size/ Over mass) Vehicle Approval	20
Contribution for new Kerb and Gutter/Footpaths (Policy - K 10/1)	21
Shows and Events - at council grounds and facilities	21
Security Bonds	21
Sporting Fees	21
Casual Hirer	21
Regular Users - per registered player - per season	21
Aquatic Centres.....	22
Muswellbrook and Denman.....	22
Turnstile	22
20 Visit Pass	22
Year Pass	22
6 month Pass	22
Corporate Membership	22
School Groups.....	22
Pool Space Hire	23
Swimming Club	23
Learn to Swim.....	23
School Learn to Swim.....	23
Squad Fees	23
Private Lessons.....	23
Swim Fitness	23
10 Visit Pass	23
20 Visit Pass	23
Other	23
Denman Only Season Pass	24
Muswellbrook Fitness Centre	24
Gym	24
Gym - 20 Visit Pass	24
Gym Direct Debit	24
Gym & Swim Direct Debit	24

continued on next page ...

Page 3 of 66

Table Of Contents [continued]

Upfront 1 month Gym	24
Upfront 1 month Gym & Swim	24
12 months Upfront Gym	24
12 months Upfront Gym & Swim	25
Muswellbrook Shire Libraries	25
Borrowers	25
Binding Documents (A4 only)	25
Family History Search.....	25
Holds and Reservations	25
Laminating	25
Digital Readers	25
Lost and Damaged Material.....	25
Photocopying	25
Scanning	26
Waste Management Facilities	26
Mobile Garbage Bin Fees	26
Collection of Wheelie Bin other than Scheduled Collection	26
Replacement of Damaged/Lost Wheelie Bin	26
Disposal Fees - Muswellbrook Waste and Recycling Facility	26
Mixed Waste.....	26
Domestic recyclables - Muswellbrook Shire origin only.....	27
Bricks & Concrete	27
Green Waste	27
Whitegoods.....	27
Scrap Metal	27
Community Recycling Centre	28
Tyres - off Rims	28
Tyres - on Rims	28
Excavated Natural Material (Clean Soil).....	28
Timber, Timber Pallets.....	28
Dead Animals (RSPCA Exempt).....	29
Asbestos	29
Mattress Recycling.....	30
Products & Services	30
Issue of Weighbridge Certificate	30
Recovered Goods.....	30
Garden Products	30
Disposal Fees - Denman Transfer Station (Domestic Waste Only)	30
Domestic Mixed Waste	30
Domestic Recyclable Materials - Muswellbrook Shire origin only	31
Domestic Green Waste	31
Whitegoods.....	31
Scrap Metal	31
Waste Oil	31
E-Waste	31
Tyres - off Rims	31
Tyres - on Rims	31
Water and Sewer Fees and Charges	32

continued on next page ...

Page 4 of 66

Table Of Contents [continued]

Water Connection Fees	32
New Services (no existing service pipe)	32
New Services (connect to existing service pipe)	32
Other Services	32
Reconnection (following disconnection) normal working hours	32
Backflow Prevention	32
Water Meter Testing	32
Test Fee	32
Transfer location at owners request	32
Water Flow/Pressure Investigation.....	32
Water Sales	33
Tanker Sales (per kilolitre)	33
Hire of Metered Hydrant.....	33
Bulk Water Filling Stations.....	33
Water Management Act Approval	33
Sewerage Fees	33
Provision of New Sewer Junction.....	33
Sewer and Water Headworks	33
Trade Waste Applications	34
Environmental Services Fees and Charges - Fees associated with development.....	34
Development Application	34
General Fees	34
DA Subdivision Fees.....	34
Designated Developments (in addition to fees above).....	34
Prelodgement Meeting	34
Construction Certificate	34
Other Construction Certificates.....	35
Subdivision/Roads and Drainage	35
Modification of Construction Certificate.....	35
Subdivision - Resubmission	35
Other	35
Occupation Certificate	35
Complying Development Fee	36
General Fees	36
Modification of Complying Development Certificate Application	36
Resubmission.....	36
Other	36
Compliance Inspections (Construction Stages)	36
Planning Reform Fund Fee.....	37
Integrated Development and Concurrence Fee.....	37
Long Service Levy.....	37
Planning Proposals.....	37
Stage 1: Lodgement	37
Stage 2: Gateway Determination	37
Other	37
Variation to Development Consent.....	38
Section 4.55 (1) Modification	38
Section 4.55 (1a) Modification	38
Section 4.55 (2) - other modifications	38

continued on next page ...

Page 5 of 66

Table Of Contents [continued]

If the original estimated cost of the development was:.....	38
Request for Review of Determination of a DA.....	38
If the original estimated cost on the DA was:.....	38
Advertising Fees	39
Giving Notice - Other	39
Subdivision Certificate Application Fees.....	39
Naming of New Roads	39
Water and Sewerage Connection Fees	39
Planning Certificates.....	40
Sewer Drainage Plan.....	40
Building Certificates	40
Fire Safety	40
Shows and Events.....	40
Request for Property Information.....	40
Planning Portal Record Processing Fee (hard copy or digital records)	40
Council Certificate Advice.....	41
Environmental Products.....	41
Rural Addressing	41
Swimming Pool Certificates	41
Environmental Health Inspections	41
Food Act.....	41
Public Health Act.....	42
Skin Penetration Premises	42
Regulated Premises, Public Swimming Pool and Spa Inspections (water quality)	42
Boarding Houses.....	42
Section 68 of the LOCAL GOVERNMENT ACT	42
Approval To Burn	43
Water Carters.....	43
Caravan Parks	43
On-site Sewage Management.....	43
Application Charges	43
Modify On-site Sewage Management System	43
Approval to Operate.....	43
Inspection of On-site Sewage Management	43
Use of Footpaths and Road Reserves.....	43
Approvals Under Section 125 Roads Act.....	44
Approvals Under Section 138 Roads Act.....	44
Trade Waste Fees	44
Trade Waste Applications	44
Liquid Trade Waste Applications.....	44
Applications.....	44
Annual Trade Waste Fee (annual inspections).....	44
Trade Waste Usage Charge.....	44
Excess Mass Charges for Category 3 Discharges - per kg.....	44
Non-Compliance Excess Mass Charges	46
Non-Compliance pH Charge.....	46
Regulatory Services.....	46
Companion Animals.....	46

continued on next page ...

Page 6 of 66

Table Of Contents [continued]

Lifetime registration	46
Impounding Fees.....	46
Animal Adoption.....	46
Dogs	46
Cats.....	47
Rescue Agencies.....	47
Surrender Fee	47
Declared Dangerous Dogs Fees	47
Stock Impounding	47
Impounded Vehicles	47
General Impounding Fee (all other impoundments).....	47
Cat Trap Hire - Feral Cats Only	47
Development Contributions	48
Urban Subdivision or Dwelling - Medium Density	48
Muswellbrook	48
Denman	48
Rural Lot or Dwelling	48
South Muswellbrook Commercial Development	48
Tourist Development.....	48
West Denman.....	48
Open Space Recreational Sporting Facilities	48
Community Facilities	49
Stormwater Management.....	49
Transport Facilities	49
Plan Management Administration	49
Development Contributions (Section 7.12).....	49
Estimated cost of development	49
Development Contributions - Extractive Industries (Section 7.11)	49

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
----------------------------------	----------	--------	----------	---

Credit Card Payments

Merchant Fee Recovery	Fee is charged in accordance with the merchant fee charged by the financial institution.			E
-----------------------	--	--	--	---

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

Stage, PA System, Table & Chair Hire

Stage 3x3 Half Day	\$400.00	\$40.00	\$440.00	E
Stage 3x3 Full Day	\$450.00	\$45.00	\$495.00	E
Stage 4x3 Half Day	\$430.00	\$43.00	\$473.00	E
Stage 4x3 Full Day	\$480.00	\$48.00	\$528.00	E
Stage 5x3 Half Day	\$460.00	\$46.00	\$506.00	E
Stage 5x3 Full Day	\$510.00	\$51.00	\$561.00	E
Stage 6x3 Half Day	\$490.00	\$49.00	\$539.00	E
Stage 6x3 Full Day	\$540.00	\$54.00	\$594.00	E
PA System (cordless) Half Day	\$50.00	\$5.00	\$55.00	E
PA System (cordless) Full Day	\$100.00	\$10.00	\$110.00	E
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
-----------	--------	--------	--------	---

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
---	------------	--------	------------	---

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

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

continued on next page ...

Page 17 of 66

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	

Muswellbrook Training Centre of Excellence

The Hive Co-Working Space - Hot Desk per hour (up to 3hrs)	\$15.00	\$1.50	\$16.50	E
The Hive Co-Working Space - Hot Desk per day (> 3hrs)	\$60.00	\$6.00	\$66.00	E
The Hive Co-Working Space - Dedicated Desk per month	\$500.00	\$50.00	\$550.00	E
Training Room 1- 60 pax (Theatre) per hour (up to 3 hrs)	\$90.00	\$9.00	\$99.00	E
Training Room 1- 60 pax (Theatre) per day (>3 hrs)	\$350.00	\$35.00	\$385.00	E
Meeting Room - 20 pax per hour (up to 3 hrs)	\$50.00	\$5.00	\$55.00	E
Meeting Room - 20 pax per day (> 3 hrs)	\$300.00	\$30.00	\$330.00	E
Cancellation for Business Hours Bookings within 24 hours (50% of quoted hire) - per hour Hot Desk	\$7.50	\$0.75	\$8.25	E
Cancellation for Business Hours Booking within 24 hours (50% of quoted hire) - per day Hot Desk	\$30.00	\$3.00	\$33.00	E
Cancellation for Business Hours Booking within 24 hours (50% of quoted room hire) - per hour Training Room 1 & 2	\$45.00	\$4.50	\$49.50	E
Cancellation for Business Hours Bookings within 24 hours (50% of quoted room hire) - per day Training Room 1 & 2	\$175.00	\$17.50	\$192.50	E
Cancellation for Business Hours Bookings within 24 hours (50% of quoted room hire) - per hour Meeting Room	\$25.00	\$2.50	\$27.50	E
Cancellation for Business Hours Bookings within 24 hours (50% of quoted room hire) - per day Meeting Room	\$150.00	\$15.00	\$165.00	E
Cancellation After Hours Bookings within 24 hours (75% of quoted hire) - per hour Hot Desk	\$11.27	\$1.13	\$12.40	E
Cancellation After Hours Bookings within 24 hours (75% of quoted hire) - per day Hot Desk	\$45.00	\$4.50	\$49.50	E
Cancellation After Hours Bookings within 24 hours (75% of quoted room hire) - per hour Training Room 1 & 2	\$67.50	\$6.75	\$74.25	E
Cancellation After Hours Bookings within 24 hours (75% of quoted room hire) - per day Training Room 1 & 2	\$262.50	\$26.25	\$288.75	E
Cancellation After Hours Bookings within 24 hours (75% of quoted room hire) - per hour Meeting Room	\$37.50	\$3.75	\$41.25	E
Cancellation After Hours Bookings within 24 hours (75% of quoted room hire) - per day Meeting Room	\$225.00	\$22.50	\$247.50	E
After-Hours Surcharge (Mon-Fri after 4:30pm, Sat & Sun) Training Room 1 & 2, Meeting Room Per hour or thereof	\$50.00	\$5.00	\$55.00	E
Cleaning Fee Training Room 1 & 2, Meeting Room	\$75.00	\$7.50	\$82.50	E

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
---	--	---

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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
Over 30 weeks	\$7.90	\$0.00	\$7.90	E

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Other

Fee	Subject of quote			E
-----	------------------	--	--	---

Assessment fee further to above charges

Fee	\$683.00	\$0.00	\$683.00	E
-----	----------	--------	----------	---

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
---	---	--	--	---

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				
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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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.				
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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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

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
--------------------------------------	--------	--------	---------	---

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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
---------------------------------	--------	--------	--------	---

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 Fees

Direct Debit Squad	\$62.00 Incl. GST Per Fortnight			E
Squad Since Entry	\$11.82	\$1.18	\$13.00	E
Squad 20 Visit	\$181.82	\$18.18	\$200.00	E

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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
------------	--	--	------	-----

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
---	--	--	------------------	---

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
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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Photocopying [continued]

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

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	
	NSW Waste Levy	100.30	00.00	
	Total Price	413.66	31.34	
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.				

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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	

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				
Solar Panels (each)	\$9.09	\$0.91	\$10.00	E

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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

Excavated Natural Material (Clean Soil)

Clean soil, per tonne or part thereof		Cost	GST	Total	E
	Gate fee	28.82	2.88	31.70	
	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	344.70	
	NSW Waste Levy	100.30	0.00	100.30	
	Total Price	413.66	31.34	445.00	

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Timber, Timber Pallets [continued]

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	
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	

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.
<https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/waste/23p4464-asbestos-and-waste-tyres-guidelines.pdf>
Asbestos must be pre-booked, and if it is over 100 kg, it must be tracked through the Integrated Waste Tracking Solution.

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Asbestos [continued]

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	44.38	
	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
------------------	------------------	--	--	---

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.				
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	13.98	
	NSW Waste Levy	6.02	0.00	6.02	
	Total Price	18.73	1.27	20.00	
Vans, utilities, trailers		Cost	GST	Total	E
	Gate fee	41.28	4.13	45.41	
	NSW Waste Levy	30.09	0.00	30.09	
	Total Price	71.37	4.13	75.50	

Name	Year 25/26		Fee Type
	Fee (excl. GST)	Fee (incl. GST)	

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

Scrap Metal

Scrap Metal, domestic quantities only	FREE	n/a
---------------------------------------	------	-----

Waste Oil

Domestic quantities only	FREE	n/a
--------------------------	------	-----

E-Waste

Domestic quantities only	FREE	n/a
--------------------------	------	-----

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Water and Sewer Fees and Charges

Water Connection Fees

New Services (no existing service pipe)

New services (no existing service pipe)			Commercial Rate	E
---	--	--	-----------------	---

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

Special Reading Fee	\$119.50	\$0.00	\$119.50	E
---------------------	----------	--------	----------	---

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
--	--	--	-----------------	---

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Water Sales

Tanker Sales (per kilolitre)

Muswellbrook	\$4.70	\$0.00	\$4.70	E
--------------	--------	--------	--------	---

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
---	----------------------	--	--	---

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

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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 113.90.

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
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
-----	----------------	---

Prelodgement Meeting

Fee	\$348.45	\$34.85	\$383.30	E
-----	----------	---------	----------	---

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

continued on next page ...

Page 34 of 66

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Construction Certificate [continued]

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

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
---	--	---------------	---

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Occupation Certificate [continued]

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
OR Full cost recovery for service in addition to above fee where referred to external party for determination			Full Cost Recovery	E

Modification of Complying Development Certificate Application

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.)		
Minor* Modification (post determination)	50% original fee	E
* to be considered minor a maximum of 3 elements for the works may be amended		
Other Modification (post determination)	75% original fee	E
(This fee does not apply to situations where the modification is required due to a request for information.)		
Minor* Modification of Application (prior to determination)	30% original fee	E
* 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.)		

Resubmission

Resubmission of Complying Development (Following previous refusal) – no amendments	50% original fee	E
--	------------------	---

Other

Registration of Complying Development Certificate on planning portal	0.36 fee unit	A
--	---------------	---

Compliance Inspections (Construction Stages)

Cost Per Inspection (or re-inspection)	\$199.09	\$19.91	\$219.00	E
--	----------	---------	----------	---

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Compliance Inspections (Construction Stages) [continued]

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

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
--	---	---

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

Name	Year 25/26		Fee Type
	Fee (excl. GST)	Fee (incl. GST)	

Variation to Development Consent

Section 4.55 (1) Modification

Correction of a minor error, misdescription or miscalculation	0.83 fee unit	A
---	---------------	---

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
\$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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

If the original estimated cost on the DA 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 \$500,00	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
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
------------------------------	----------	--------	----------	---

Water and Sewerage Connection Fees

See under heading "WATER AND SEWER FEES AND CHARGES"

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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
---------------	--	--	---------------	---

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
Copy of a building certificate	\$13.00	\$0.00	\$13.00	A

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
--	----------	--------	----------	---

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
--------------------	---------	--------	---------	---

continued on next page ...

Page 40 of 66

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Planning Portal Record Processing Fee (hard copy or digital records) [continued]

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
---	----------	--------	----------	---

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

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 carters)	\$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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Food Act [continued]

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
<p>Definition: Low risk, P3 businesses sell only foods that are non-potentially hazardous and pre packaged ie newsagents, confectionary stores, bottle shops</p> <p>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</p> <p>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</p> <p>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</p>				
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
--	--	--	------------	---

Skin Penetration Premises

Such as Hairdressers and Barbers, Beauty and Nail Salons and Tattoo and Piercing Parlours

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
--	----------	--------	----------	---

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Section 68 of the LOCAL GOVERNMENT ACT [continued]

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
------------	----------	--------	----------	---

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

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Excess Mass Charges for Category 3 Discharges - per kg [continued]

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
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

continued on next page ...

Page 45 of 66

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Excess Mass Charges for Category 3 Discharges - per kg [continued]

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
---------	---	-----

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
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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

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
---------------	---------	--------	---------	---

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

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

Name	Year 25/26			Fee Type
	Fee (excl. GST)	GST	Fee (incl. GST)	

Cat Trap Hire - Feral Cats Only [continued]

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

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
----------------	--	--	----------	---

Tourist Development

Tourism Facilities			\$1.35 per \$100 of investment	E
--------------------	--	--	--------------------------------	---

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

continued on next page ...

Page 48 of 66

Name	Year 25/26		Fee Type
	Fee (excl. GST)	Fee (incl. GST)	

Open Space Recreational Sporting Facilities [continued]

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
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
---------------------------	-------------------------------	---

Fee Name	Parent Name	Page
----------	-------------	------

Index of all Fees

1

1 day during Business Hours	[Seminar Room]	14
1 day during Business Hours	[DHB Meeting Room]	15
1 day during Business Hours	[DHB Foyer]	16
1 Day during Business Hours	[Library Meeting Room 1]	14
1 Day during Business Hours	[DHB STEM Innovation Lab]	15
1 Day During Business Hours	[Library Meeting Room 2 (Community Room)]	14
1 Day During Business Hours	[Denman Library Community Room]	14
12 Months Service	[Copy of Council Business Paper, Late Items & Minutes]	9
15 to 30 weeks	[Rural Areas - per m2]	19
15 to 30 weeks	[Residential - per m2]	19
15 to 30 weeks	[Tourist Area and/or Industrial Area - per m2]	19
15 to 30 weeks	[CBD - per m2]	19

2

203 x 426mm pouch (A3)	[Laminating]	25
20mm water meter complete with dual check valve	[New Services (connect to existing service pipe)]	32
216mm x 303mm pouch (A4)	[Laminating]	25
25 to 50 pages	[Planning Portal Record Processing Fee (hard copy or digital records)]	41
25mm water meter complete with dual check valve	[New Services (connect to existing service pipe)]	32

6

6 Months Service	[Copy of Council Business Paper, Late Items & Minutes]	9
60 x 95mm pouch	[Laminating]	25

A

A Frame Signage	[Use of Footpaths and Road Reserves]	43
a) Bushfire Protection	[Rural Lot or Dwelling]	48
a) Open Space and Community Facilities	[Muswellbrook]	48
a) Open Space and Community Facilities	[Denman]	48
A1 and A0	[Document Scanning]	11
Active Over 50s	[10 Visit Pass]	23
Activities on Road Reserves	[S138 Roads Act - Road Opening Permit]	20
Additional Costs	[Closure of a Public Road]	20
Additional Costs - Specialist Service	[DHB - Melt Equipment & Consumables]	17
Additional Hours	[Stan Thiess Centre]	14
Additional Impound Fee (of same animal) in a calendar year	[Impounding Fees]	46
Additional reinspection	[Public Gates/Grid]	19
Administration Charge per Hour (Sunday & Public Holiday)	[DHB STEM Innovation Lab]	15
Administration Charge per Hour (Sunday & Public Holiday)	[DHB Meeting Room]	15
Administration Charge per Hour (Sunday & Public Holiday)	[DHB Foyer]	16
Administration Charge per Hour after 2hrs (Monday - Friday for all hrs beyond 7pm)	[DHB STEM Innovation Lab]	15
Administration Charge per Hour after 2hrs (Monday - Friday for all hrs beyond 7pm)	[DHB Meeting Room]	15
Administration Charge per Hour after 2hrs (Monday - Friday for all hrs beyond 7pm)	[DHB Foyer]	16
Administration Charge per Hour after 2hrs (Saturday)	[DHB STEM Innovation Lab]	15
Administration Charge per Hour after 2hrs (Saturday)	[DHB Meeting Room]	15
Administration Charge per Hour after 2hrs (Saturday)	[DHB Foyer]	16
Administration Charge per Hour up to 2hrs (Monday - Friday for all hrs beyond 7pm)	[DHB STEM Innovation Lab]	15
Administration Charge per Hour up to 2hrs (Monday - Friday for all hrs beyond 7pm)	[DHB Meeting Room]	15
Administration Charge per Hour up to 2hrs (Monday - Friday for all hrs beyond 7pm)	[DHB Foyer]	16

continued on next page ...

Page 50 of 66

Fee Name	Parent Name	Page
A [continued]		
Administration Charge per Hour up to 2hrs (Saturday)	[DHB STEM Innovation Lab]	15
Administration Charge per Hour up to 2hrs (Saturday)	[DHB Meeting Room]	15
Administration Charge per Hour up to 2hrs (Saturday)	[DHB Foyer]	16
Administration Cost - Sale of Land for Unpaid rates and charges	[Sale of Land for unpaid rates and charges]	12
Administration fee for legal documents requiring execution by Council	[Subdivision Certificate Application Fees]	39
Adult	[Gym Direct Debit]	24
Adult	[Gym & Swim Direct Debit]	24
Adult	[Upfront 1 month Gym]	24
Adult	[Upfront 1 month Gym & Swim]	24
Adult	[12 months Upfront Gym]	24
Adult	[12 months Upfront Gym & Swim]	25
Adult – Member Single	[Swim Fitness]	23
Adult – Non Member Single	[Swim Fitness]	23
Adult Pass	[6 month Pass]	22
Adult Pass	[Year Pass]	22
Adult Pass	[Denman Only Season Pass]	24
Adult Visit Spa Sauna (20 entries)	[20 Visit Pass]	22
Adult Visit Spa Sauna Concession (20 entries)	[20 Visit Pass]	22
Adults – 6 months - 6 years	[Dogs]	46
Adults – 6 months - 6 years	[Cats]	47
After-Hours Surcharge (Mon-Fri after 4:30pm, Sat & Sun) Training Room 1 & 2, Meeting Room Per hour or thereof	[Muswellbrook Training Centre of Excellence]	18
Aluminium	[Excess Mass Charges for Category 3 Discharges - per kg]	44
Ammonia (as N)	[Excess Mass Charges for Category 3 Discharges - per kg]	44
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	[Food Act]	41
Annual Administration P1 & P2 Premises as classified in Food Authority Guideline (Medium to High Risk) – Premises with 5 or less FTE staff	[Food Act]	41
Annual Administration P1 & P2 Premises as classified in Food Authority Guideline (Medium to High Risk) – Premises with more than 50 FTE staff	[Food Act]	42
Annual Administration P3 Premises as classified in Food Authority (low risk)	[Food Act]	41
Annual Direct Debit Family Swim Pass	[Year Pass]	22
Annual food waste disposal charge – (\$/beds)	[Trade Waste Usage Charge]	44
Annual Listing	[Property - Transfer Listing]	19
Annual Permit Fee	[Use of Footpaths and Road Reserves]	43
Any class of building where a performance solution is proposed	[Construction Certificate]	35
Any class of building where a performance solution is proposed	[General Fees]	36
Any inspection not related to routine ATO inspection (per system)	[Inspection of On-site Sewage Management]	43
Application – Roads Act 1993 – Div. 2 Part 9	[Public Gates/Grid]	19
Application Fee (includes 1 hour processing)	[Government Information (Public Access) Act 2009 (GIPA)]	11
Application for Compliance Certificate for all other developments	[Water Management Act Approval]	33
Application for Compliance Certificate for single dwelling & dual occupancy	[Water Management Act Approval]	33
Application for exemption	[Swimming Pool Certificates]	41
Application for Notice of Requirement for all other developments	[Water Management Act Approval]	33
Application for Notice of Requirement for single dwelling & dual occupancy	[Water Management Act Approval]	33
Application for renewal (lodged prior to expiry of existing approval)	[Approvals Under Section 125 Roads Act]	44
Application referred to Design Review Panel	[Integrated Development and Concurrence Fee]	37
Application to Operate a Caravan Park or camping ground	[Caravan Parks]	43

continued on next page ...

Page 51 of 66

Fee Name	Parent Name	Page
----------	-------------	------

A [continued]

Applications requiring concurrence (not assumed concurrence)	[Integrated Development and Concurrence Fee]	37
Approval to Burn Administration Fee	[Fire Safety]	40
Approval to Discharge Liquid Trade Waste (Classification A)	[Applications]	44
Approval to Discharge Liquid Trade Waste (Classification B & C)	[Applications]	44
Approval to Discharge Liquid Trade Waste (Classification S)	[Applications]	44
Aqua Aerobics/Zumba – Member	[10 Visit Pass]	23
Aquatic Centre (20 entries)	[20 Visit Pass]	22
Aquatic Centre Concession (20 entries)	[20 Visit Pass]	22
Arsenic	[Excess Mass Charges for Category 3 Discharges - per kg]	44
Asbestos burial per tonne (loads over 1 tonne, once per day)	[Asbestos]	30
Asbestos wrapped and labelled – per tonne, booking required	[Asbestos]	29
Associated with subdivisions	[Naming of New Roads]	39
ATO Inspection	[Approval to Operate]	43
Attendance at site to carry out approval (\$/hr)	[Trade Waste Usage Charge]	44

B

b) Roads and Drainage	[Muswellbrook]	48
b) Roads and Drainage	[Denman]	48
b) Rural Roads	[Rural Lot or Dwelling]	48
B/W – A0	[Photocopying/Printing]	11
B/W – A1	[Photocopying/Printing]	11
B/W - A3	[Visitors Information Centre - Photocopying]	11
B/W – A3	[Photocopying/Printing]	11
B/W – A3	[Photocopying]	25
B/W – A4	[Photocopying/Printing]	11
B/W – A4	[Photocopying]	25
B/W- A4	[Visitors Information Centre - Photocopying]	11
Barium	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Based on Inspection Test Plan (ITP) for subdivision .	[Compliance Inspections (Construction Stages)]	37
Basketball Court – (two court, per hour) – Casual Hire	[Indoor Sports Centre - Muswellbrook]	13
Basketball Court – (two court, per hour) – Users Group	[Indoor Sports Centre - Muswellbrook]	13
Basketball Court - Casual Hire (Juniors Under 18s)	[Indoor Sports Centre Complex - Denman]	12
Basketball Court - Casual Hire (Seniors)	[Indoor Sports Centre Complex - Denman]	12
Basketball Court - User Groups (Juniors Under 18s)	[Indoor Sports Centre Complex - Denman]	12
Basketball Court - User Groups (Seniors)	[Indoor Sports Centre Complex - Denman]	12
Basketball Court (one court) – Casual Hire - Per Hour	[Indoor Sports Centre - Muswellbrook]	13
Basketball Court (one court) – User Groups - Per Hour	[Indoor Sports Centre - Muswellbrook]	13
Basketball Court (per hour) – Casual Hire	[Indoor Sports Centre Complex - Denman]	12
Basketball Court (per hour) – User Groups	[Indoor Sports Centre Complex - Denman]	12
Biochemical Oxygen Demand (BOD) up to 600 mg/ L)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Bond (refunded after inspection). Except shows and events (see Shows & Events Listing)	[All Council Properties]	11
Booked per term payable in advance – non refundable	[Learn to Swim]	23
Booking – minimum 2 hours	[Casual Hirer]	21
Boron	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Borrowers Card	[Lost and Damaged Material]	25
Breeder	[Lifetime registration]	46
Bromine	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Bronze Plaque	[Right of Burial Fees]	10
Brown Corrugated cardboard (BCC), clean and flattened	[Domestic recyclables - Muswellbrook Shire origin only]	27
Building Certificate	[Building Certificates]	40
Building Certificate exceeding 2,000 Sq.M.	[Building Certificates]	40
Building Certificate exceeding 200 Sq.M. but not exceeding 2000 Sq.M	[Building Certificates]	40

continued on next page ...

Page 52 of 66

Fee Name	Parent Name	Page
B [continued]		
Building Certificate not exceeding 200 Sq.M.	[Building Certificates]	40
Business Users - Per Hour	[Library Meeting Room 2 (Community Room)]	14
Business Users - Per Hour	[Denman Library Community Room]	14
Business Users - Up to 3 Hours	[Library Meeting Room 2 (Community Room)]	14
Business Users - Up to 3 Hours	[Denman Library Community Room]	14
C		
c) Open Space & Community Facilities	[Rural Lot or Dwelling]	48
c) Open Space and Community Facilities	[Muswellbrook]	48
c) Open Space and Community Facilities	[Denman]	48
Cadmium	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Cancellation After Hours Bookings within 24 hours (75% of quoted hire) - per day Hot Desk	[Muswellbrook Training Centre of Excellence]	18
Cancellation After Hours Bookings within 24 hours (75% of quoted hire) - per hour Hot Desk	[Muswellbrook Training Centre of Excellence]	18
Cancellation After Hours Bookings within 24 hours (75% of quoted room hire) - per day Meeting Room	[Muswellbrook Training Centre of Excellence]	18
Cancellation After Hours Bookings within 24 hours (75% of quoted room hire) - per day Training Room 1 & 2	[Muswellbrook Training Centre of Excellence]	18
Cancellation After Hours Bookings within 24 hours (75% of quoted room hire) - per hour Meeting Room	[Muswellbrook Training Centre of Excellence]	18
Cancellation After Hours Bookings within 24 hours (75% of quoted room hire) - per hour Training Room 1 & 2	[Muswellbrook Training Centre of Excellence]	18
Cancellation for Business Hours Booking within 24 hours (50% of quoted hire) - per day Hot Desk	[Muswellbrook Training Centre of Excellence]	18
Cancellation for Business Hours Booking within 24 hours (50% of quoted room hire) - per hour Training Room 1 & 2	[Muswellbrook Training Centre of Excellence]	18
Cancellation for Business Hours Bookings within 24 hours (50% of quoted hire) - per hour Hot Desk	[Muswellbrook Training Centre of Excellence]	18
Cancellation for Business Hours Bookings within 24 hours (50% of quoted room hire) - per day Meeting Room	[Muswellbrook Training Centre of Excellence]	18
Cancellation for Business Hours Bookings within 24 hours (50% of quoted room hire) - per day Training Room 1 & 2	[Muswellbrook Training Centre of Excellence]	18
Cancellation for Business Hours Bookings within 24 hours (50% of quoted room hire) - per hour Meeting Room	[Muswellbrook Training Centre of Excellence]	18
Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	[Seminar Room]	14
Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	[Library Meeting Room 1]	14
Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	[Library Meeting Room 2 (Community Room)]	14
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
Cancellations within 24 hours (50% of quoted fee) - 1 Day during Business hours	[DHB Foyer]	16
Cancellations within 24 hours (50% of quoted fee) - per hour	[Seminar Room]	14
Cancellations within 24 hours (50% of quoted fee) - per hour	[Library Meeting Room 2 (Community Room)]	14
Cancellations within 24 hours (50% of quoted fee) - per hour	[DHB STEM Innovation Lab]	15
Cancellations within 24 hours (50% of quoted fee) - per hour	[DHB Foyer]	16
Cancellations within 24 hours (50% of quoted fee) - Up to 3 hours	[Seminar Room]	14
Cancellations within 24 hours (50% of quoted fee) - Up to 3 hours	[Library Meeting Room 1]	14
Cancellations within 24 hours (50% of quoted fee) - Up to 3 hours	[Library Meeting Room 2 (Community Room)]	14

continued on next page ...

Page 53 of 66

Fee Name	Parent Name	Page
C [continued]		
Cancellations within 24 hours (50% of quoted fee) - Up to 3 hours	[DHB STEM Innovation Lab]	15
Cancellations within 24 hours (50% of quoted fee) - Up to 3 hours	[DHB Foyer]	16
Cancellations within 24 Hours (50% of quoted room hire fee) - per hour	[DHB Meeting Room]	15
Cancellations within 24 Hours (50% of quoted room hire fee) - Up to 3 hours	[DHB Meeting Room]	15
Cancellations within 24 Hours for all bookings outside of business hours	[DHB STEM Innovation Lab]	15
Cancellations within 24 Hours for all bookings outside of business hours	[DHB Meeting Room]	15
Cancellations within 24 Hours for all bookings outside of business hours	[DHB Foyer]	16
Canteen Hire	[Casual Hirer]	21
Canteen Hire (per hour)	[Indoor Sports Centre - Muswellbrook]	13
Car Bodies - ID required	[Scrap Metal]	27
Cars, Station Wagons and wheelie bins	[Domestic Mixed Waste]	30
Cars, Station Wagons and wheelie bins	[Domestic Green Waste]	31
Category 1 – enabling clause (change to LEP text only) or land area affected by PP is less than 1000sqm	[Stage 1: Lodgement]	37
Category 1 – enabling clause (change to LEP text only) or land area affected by PP is less than 1000sqm	[Stage 2: Gateway Determination]	37
Category 1 Discharger	[Annual Trade Waste Fee (annual inspections)]	44
Category 1 Discharger without appropriate pre-treatment (\$/kL) (non compliant)	[Trade Waste Usage Charge]	44
Category 2 – land area affected by PP is 1000sqm to 5 ha	[Stage 1: Lodgement]	37
Category 2 – land area affected by PP is 1000sqm to 5 ha	[Stage 2: Gateway Determination]	37
Category 2 Discharger	[Annual Trade Waste Fee (annual inspections)]	44
Category 2 Discharger with appropriate pre-treatment (\$/kL)	[Trade Waste Usage Charge]	44
Category 2 Discharger without appropriate pre-treatment (\$/kL) (non compliant)	[Trade Waste Usage Charge]	44
Category 3 – land area affected by PP is over 5 ha	[Stage 1: Lodgement]	37
Category 3 – land area affected by PP is over 5 ha	[Stage 2: Gateway Determination]	37
Category 3 Discharger	[Annual Trade Waste Fee (annual inspections)]	44
Certificate of Compliance under Swimming Pools Act (including one inspection)	[Swimming Pool Certificates]	41
Certificate of Outstanding Notices	[Planning Certificates]	40
Certificate Section 10.7 (2) per allotment	[Planning Certificates]	40
Certificate Section 10.7 (5) in addition to 10.7 (2)	[Planning Certificates]	40
Chair Hire	[Indoor Sports Centre - Muswellbrook]	13
Child up to 16 years – Member Single	[Swim Fitness]	23
Child up to 16 years – Non Member Single	[Swim Fitness]	23
Chloride	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Chlorinated Hydrocarbons	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Chlorinated Phenolics	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Chlorine	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Chromium	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Class 1 Buildings < 200 m2	[Construction Certificate]	35
Class 1 Buildings < 200 m2	[General Fees]	36
Class 1 Buildings > 400 m2 or any dual occupancy or multi-dwelling development	[Construction Certificate]	35
Class 1 Buildings > 400 m2 or any dual occupancy or multi-dwelling development	[General Fees]	36
Class 1 buildings 200-400 m2	[Construction Certificate]	35
Class 1 Buildings 200-400 m2	[General Fees]	36
Class 10(a) Buildings < 100 m2	[Construction Certificate]	35
Class 10(a) Buildings < 100 m2	[General Fees]	36
Class 10(a) Buildings > 100 m2	[Construction Certificate]	35
Class 10(a) Buildings > 100 m2	[General Fees]	36
Class 10b excluding swimming pools	[General Fees]	36
Class 10b excluding swimming pools per Certificate	[Construction Certificate]	34
Class 2-9 Buildings < 500 m2	[Construction Certificate]	35

continued on next page ...

Page 54 of 66

Fee Name	Parent Name	Page
C [continued]		
Class 2-9 Buildings < 500 m2	[General Fees]	36
Class 2-9 Buildings > 2000 m2 or rise in stories > 2	[Construction Certificate]	35
Class 2-9 Buildings > 2000 m2 or rise in stories > 2	[General Fees]	36
Class 2-9 Buildings 500-2000 m2	[Construction Certificate]	35
Class 2-9 Buildings 500-2000 m2	[General Fees]	36
Clean soil, per tonne or part thereof	[Excavated Natural Material (Clean Soil)]	28
Clean Wood Waste	[Timber, Timber Pallets]	29
Cleaning and Storage, installation & removal (once only payment)	[Banners]	9
Cleaning Charge – minimum (2 hours if not left clean)	[All Council Properties]	11
Cleaning charge – per hour thereafter	[All Council Properties]	11
Cleaning Fee	[Seminar Room]	14
Cleaning Fee	[DHB STEM Innovation Lab]	15
Cleaning Fee	[DHB Meeting Room]	15
Cleaning Fee	[DHB Foyer]	16
Cleaning Fee Training Room 1 & 2, Meeting Room	[Muswellbrook Training Centre of Excellence]	18
Cobalt	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Colour – A1	[Photocopying/Printing]	11
Colour - A3	[Visitors Information Centre - Photocopying]	11
Colour – A3	[Photocopying/Printing]	11
Colour – A3	[Photocopying]	26
Colour - A4	[Visitors Information Centre - Photocopying]	11
Colour – A4	[Photocopying/Printing]	11
Colour – A4	[Photocopying]	25
Colour – AO	[Photocopying/Printing]	11
Columbarium – Installation of plaque and ashes	[Right of Burial Fees]	9
Columbarium – Purchase of one niche	[Right of Burial Fees]	9
Commercial Driveway Crossing	[S138 Roads Act - Road Opening Permit]	20
Commercial Systems – Disposal Area only	[Modify On-site Sewage Management System]	43
Commercial Systems – System and Disposal Area	[Modify On-site Sewage Management System]	43
Commercial Systems – System only	[Modify On-site Sewage Management System]	43
Commingled Recyclables	[Domestic recyclables - Muswellbrook Shire origin only]	27
Commingled Recyclables - domestic quantities only	[Domestic Recyclable Materials - Muswellbrook Shire origin only]	31
Commission on Sale of Works	[Muswellbrook Regional Art Centre]	12
Community Organisations - Up to 3 Hours	[Denman Library Community Room]	14
Community Organisations - Up to 3 Hours	[Library Meeting Room 2 (Community Room)]	14
Community Participation Plan requires notice to be given (Type B development)	[Giving Notice - Other]	39
Community Participation Plant requires notice to be given (Type C development)	[Giving Notice - Other]	39
Compost Bins	[Environmental Products]	41
Concession	[Turnstile]	22
Concession	[6 month Pass]	22
Concession	[Year Pass]	22
Concession	[Denman Only Season Pass]	24
Concession	[Gym Direct Debit]	24
Concession	[Gym & Swim Direct Debit]	24
Concession	[Upfront 1 month Gym]	24
Concession	[Upfront 1 month Gym & Swim]	24
Concession	[12 months Upfront Gym]	24
Concession	[12 months Upfront Gym & Swim]	25
Concrete per tonne	[Bricks & Concrete]	27
Consolidation to provide one (1) lot	[Subdivision Certificate Application Fees]	39
Construction cost of Footpath per sq.m	[Contribution for new Kerb and Gutter/Footpaths (Policy - K 10/1)]	21
Construction cost of Kerb & Gutter per 1.m	[Contribution for new Kerb and Gutter/Footpaths (Policy - K 10/1)]	21
Consumables	[DHB - Melt Equipment & Consumables]	17
Copper	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Copy of a building certificate	[Building Certificates]	40
Corporate Gym Membership - Per Visit	[Corporate Membership]	22
Correction of a minor error, misdescription or miscalculation	[Section 4.55 (1) Modification]	38
Cost Per Inspection (or re-inspection)	[Compliance Inspections (Construction Stages)]	36
Cost per plan	[Sewer Drainage Plan]	40
Council processing fee (for each integrated referral required)	[Integrated Development and Concurrence Fee]	37
Cyanide	[Excess Mass Charges for Category 3 Discharges - per kg]	45

Fee Name	Parent Name	Page
D		
d) Bushfire Protection	[Rural Lot or Dwelling]	48
d) Roads and Drainage	[Muswellbrook]	48
d) Roads and Drainage	[Denman]	48
DA involves erection of dwelling < \$100,000	[Request for Review of Determination of a DA]	38
Daily Hire - 8 Hours	[Denman Memorial Hall]	12
Dangerous Dog Collar XL	[Declared Dangerous Dogs Fees]	47
Dangerous Dog Collar L	[Declared Dangerous Dogs Fees]	47
Dangerous Dog Collar M	[Declared Dangerous Dogs Fees]	47
Dangerous Dog Collar SML	[Declared Dangerous Dogs Fees]	47
Dangerous Dog Enclosure Certificate of Compliance	[Declared Dangerous Dogs Fees]	47
Dangerous Dog Sign	[Declared Dangerous Dogs Fees]	47
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]	20
Designated development	[Giving Notice - Other]	39
Details	[Non-Compliance Excess Mass Charges]	46
Details	[Non-Compliance pH Charge]	46
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
Direct Debit Squad	[Squad Fees]	23
Disconnection of Water Meter at Service (service capped)	[Other Services]	32
Disconnection of Water Service at Main	[Other Services]	32
Dishonoured Cheques, returned to Council	[Dishonoured Payments]	10
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)]	29
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]	23
Each additional hour	[Pool Space Hire]	23
Each Tonne over 3 Tonne	[Issue of Weighbridge Certificate]	30
Earthmoving Tyre	[Tyres - off Rims]	28
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]	21
Events on Council grounds – Day or Night - 12 Hours	[Shows and Events - at council grounds and facilities]	21
Exclusive Hire of Indoor Pool (8 hours)	[Pool Space Hire]	23
Exclusive hire of Outdoor Pool (8 hours)	[Pool Space Hire]	23
Extend or renew an approval with no change in conditions	[Applications]	44
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]	24
Family	[Gym Direct Debit]	24
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]	25

continued on next page ...

Page 56 of 66

Fee Name	Parent Name	Page
----------	-------------	------

F [continued]

Family History Research by Library Staff - per hour (minimum fee does not include document access fees)	[Family History Search]	25
Family Up to 2 adults and 5 Children)	[Turnstile]	22
Fee	[Other]	20
Fee	[Assessment fee further to above charges]	20
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]	41
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]	42
Fees prescribed by the State - POEO Act	[Environmental Health Inspections]	41
Fees prescribed by the State - Public Health Act	[Public Health Act]	42
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]	33
Fire Flow Investigation	[Water Flow/Pressure Investigation]	32
Fire Safety Inspection – Owner requested	[Fire Safety]	40
First 15 weeks	[Rural Areas - per m2]	19
First 15 weeks	[Residential - per m2]	19
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]	22
Fluoride	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Footways	[S138 Roads Act - Road Opening Permit]	20
Formaldehyde	[Excess Mass Charges for Category 3 Discharges - per kg]	45

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]	43
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]	26
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]	24
Gym Concession (20 entries)	[Gym - 20 Visit Pass]	24
Gym Joining Fee	[Gym]	24
Gym single entry	[Gym]	24
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]	45
Hire charge (per month or part thereof)	[Hire of Metered Hydrant]	33

continued on next page ...

Page 57 of 66

Fee Name	Parent Name	Page
H [continued]		
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]	23
Hired Transport	[Stock Impounding]	47
Horse/Cattle (by prior arrangement)	[Dead Animals (RSPCA Exempt)]	29
Household Problem Wastes - domestic quantities only	[Community Recycling Centre]	28
I		
Ice Bath - Members	[Turnstile]	22
Ice Bath - Non Members	[Turnstile]	22
If the DA involved no building work	[Section 4.55 (2) - other modifications]	38
if the original application was for a dwelling house <\$100,000	[Section 4.55 (2) - other modifications]	38
if the original fee was less than \$100	[Section 4.55 (2) - other modifications]	38
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]	19
Inspection	[Water Carters]	43
Inspection	[Regulated Premises, Public Swimming Pool and Spa Inspections (water quality)]	42
Inspection fee	[Skin Penetration Premises]	42
Inspection Fee	[Caravan Parks]	43
Inspection fee (as per Boarding Houses Act 2012)	[Boarding Houses]	42
Inspection Fee (including fixed premises, mobile vending vehicles, home based, temporary stalls)	[Food Act]	42
Inspection of Works (determined in Notice of Requirement) per inspection	[Water Management Act Approval]	33
Install & Construct On-site Sewage Management System (includes inspection and approval to operate)	[Application Charges]	43
Install & Construct On-site Sewage Management System: Commercial Systems – Greater than 5000L/day (includes inspection and approval to operate)	[Application Charges]	43
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]	39
Inter Library Loan Requests	[Holds and Reservations]	25
Inter Library Loan Requests (pensioners and school students)	[Holds and Reservations]	25
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]	45
K		
K for pH coefficient calculation charge	[Non-Compliance pH Charge]	46
Key Deposit (refundable)	[All Council Properties]	11
Kittens <6 months	[Cats]	47

Fee Name	Parent Name	Page
L		
Labour costs	[Private Works]	19
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]	48
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]	45
Less than \$5,000	[General Fees]	34
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]	28
Light Truck or 4WD Tyre	[Tyres - on Rims]	28
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
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]	20
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]	30
Meeting Room - 20 pax per day (> 3 hrs)	[Muswellbrook Training Centre of Excellence]	18
Meeting Room - 20 pax per hour (up to 3 hrs)	[Muswellbrook Training Centre of Excellence]	18
Meeting Room (small, per hour)	[Indoor Sports Centre - Muswellbrook]	13
Membership	[Borrowers]	25
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]	47
Microchipping (if applicable)	[Impounding Fees]	46
Minimal environmental impact (including Section 4.56)	[Section 4.55 (1a) Modification]	38
Minor* Modification 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]	39
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]	19
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:]	39
Mullins Conceptual Photography Prize	[Muswellbrook Regional Art Centre]	12
Muswellbrook	[Tanker Sales (per kilolitre)]	33
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

Fee Name	Parent Name	Page
----------	-------------	------

N

Native Animals	[Dead Animals (RSPCA Exempt)]	29
New Footway Dining application	[Approvals Under Section 125 Roads Act]	44
New Roads plus \$ per additional lot	[DA Subdivision Fees]	34
New services (no existing service pipe)	[New Services (no existing service pipe)]	32
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]	46
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]	36
Occupation Certificate (Class 2-9 buildings including change of use)	[Occupation Certificate]	36
Oil and Grease (Total O and G)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
One Bedroom	[Open Space Recreational Sporting Facilities]	48
One Bedroom	[Community Facilities]	49
One Bedroom	[Stormwater Management]	49
One Bedroom	[Transport Facilities]	49
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]	35
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]	19
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)]	41

P

PA System (cordless) Full Day	[Stage, PA System, Table & Chair Hire]	10
PA System (cordless) Half Day	[Stage, PA System, Table & Chair Hire]	10
Passenger Tyre (or smaller)	[Tyres - off Rims]	28
Passenger Tyre (or smaller)	[Tyres - on Rims]	28
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]	37
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

continued on next page ...

Page 60 of 66

Fee Name	Parent Name	Page
P [continued]		
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]	49
Per lot	[Community Facilities]	49
Per lot	[Stormwater Management]	49
Per lot	[Transport Facilities]	49
Per lot	[Plan Management Administration]	49
Per Person	[Open Space Recreational Sporting Facilities]	48
Per Person	[Community Facilities]	49
Per Person	[Stormwater Management]	49
Per Person	[Transport Facilities]	49
Per Person	[Plan Management Administration]	49
Per Scan – 10 pages or less	[Scanning]	26
Per Scan – more than 10 pages	[Scanning]	26
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
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]	21
Plant costs	[Private Works]	19
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]	20
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]	36
Private Lessons – 1 person per class	[Learn to Swim]	23
Processed clean timber - woodchip mulch	[Garden Products]	30
Processed garden organics - pasteurised mulch	[Garden Products]	30
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]	20
Prohibited Development	[Giving Notice - Other]	39
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

continued on next page ...

Page 61 of 66

Fee Name	Parent Name	Page
R [continued]		
Reconnection of Water Meter at Service (following disconnection)	[Reconnection (following disconnection) normal working hours]	32
Recovery Day Pass (Sauna, Spa and Ice Bath)	[Turnstile]	22
Red Lid 140L Bin	[Replacement of Damaged/Lost Wheelie Bin]	26
Refrigerators, freezers & air conditioners	[Whitegoods]	27
Refrigerators, freezers & air conditioners with CFC degassing certificate	[Whitegoods]	27
Refrigerators, freezers and air conditioners	[Whitegoods]	31
Refrigerators, freezers and air conditioners with CFC degassing certificate	[Whitegoods]	31
Refund and Transfer Balances Processing (Rates and Water)	[Administration Charges]	12
Refundable deposit	[Shows and Events - at council grounds and facilities]	21
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]	40
Reinspection Fee	[Rural Addressing]	41
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]	42
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]	26
Removal of water restriction device on water meters	[Reconnection (following disconnection) normal working hours]	32
Replacement Fee	[Digital Readers]	25
Replacement or additional plates (same number)	[Rural Addressing]	41
Residential Driveway Crossing with Existing K & G	[S138 Roads Act - Road Opening Permit]	20
Residential Driveway Crossing with no Existing K & G	[S138 Roads Act - Road Opening Permit]	20
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]	30
Review of route assessment	[Restricted Access (Over size/ Over mass) Vehicle Approval]	20
Road Restoration – (Bitumen Surface)	[S138 Roads Act - Road Opening Permit]	20
Road Upgrading	[South Muswellbrook Commercial Development]	48
Roads per lane /m	[Subdivision/Roads and Drainage]	35
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]	20
Rural Water Connection (Conditions Apply)	[New Services (connect to existing service pipe)]	32
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]	37

continued on next page ...

Page 62 of 66

Fee Name	Parent Name	Page
----------	-------------	------

S [continued]

Section 603 Certificate LGA 1993	[Certificates]	10
Security Bond - For Damage to Public Infrastructure	[Security Bonds]	21
Security Deposit (refundable subject to payment of outstanding charges)	[Hire of Metered Hydrant]	33
Selenium	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Seniors – 6+ years	[Dogs]	46
Seniors – 6+ years	[Cats]	47
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)]	29
Shower Fee	[Turnstile]	22
Silver	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Single Entry (all)	[Turnstile]	22
Solar Panels (each)	[Scrap Metal]	27
Special Infrastructure (eg Roundabouts, Detention Basin or Bridge etc)	[Subdivision/Roads and Drainage]	35
Special Reading Fee	[Water Meter Testing]	32
Specialist studies required by Gateway Determination	[Other]	37
Spectator Fee	[Turnstile]	22
Squad 20 Visit	[Squad Fees]	23
Squad Since Entry	[Squad Fees]	23
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
Stage 3x3 Full Day	[Stage, PA System, Table & Chair Hire]	10
Stage 3x3 Half Day	[Stage, PA System, Table & Chair Hire]	10
Stage 4x3 Full Day	[Stage, PA System, Table & Chair Hire]	10
Stage 4x3 Half Day	[Stage, PA System, Table & Chair Hire]	10
Stage 5x3 Full Day	[Stage, PA System, Table & Chair Hire]	10
Stage 5x3 Half Day	[Stage, PA System, Table & Chair Hire]	10
Stage 6x3 Full Day	[Stage, PA System, Table & Chair Hire]	10
Stage 6x3 Half Day	[Stage, PA System, Table & Chair Hire]	10
Stock on Road Reserves (grazing)	[S138 Roads Act - Road Opening Permit]	20
Storage (per week)	[Impounded Vehicles]	47
Stores and materials costs	[Private Works]	19
Stormwater Drainage /m	[Subdivision/Roads and Drainage]	35
Stormwater Drainage work (connection to Council drainage or new work for Council ownership)	[Section 68 of the LOCAL GOVERNMENT ACT]	43
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)]	37
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]	41
Surrender Fee	[Surrender Fee]	47
Suspended Solids (SS)	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Swim/Sauna/Spa (combo entry) Adult	[Turnstile]	22
Swim/Sauna/Spa (combo entry) Concession	[Turnstile]	22
Swimming Pools < 40kL	[General Fees]	36
Swimming Pools < 40kL per application	[Construction Certificate]	34
Swimming Pools > 40kL	[General Fees]	36
Swimming Pools > 40KL per application	[Construction Certificate]	35
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

continued on next page ...

Page 63 of 66

Fee Name	Parent Name	Page
T [continued]		
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
The Hive Co-Working Space - Dedicated Desk per month	[Muswellbrook Training Centre of Excellence]	18
The Hive Co-Working Space - Hot Desk per day (> 3hrs)	[Muswellbrook Training Centre of Excellence]	18
The Hive Co-Working Space - Hot Desk per hour (up to 3hrs)	[Muswellbrook Training Centre of Excellence]	18
Thiosulphate	[Excess Mass Charges for Category 3 Discharges - per kg]	45
Third Party Works Impacting Road Reserves	[S138 Roads Act - Road Opening Permit]	20
Three or more Bedroom dwelling	[Open Space Recreational Sporting Facilities]	48
Three or more Bedroom dwelling	[Community Facilities]	49
Three or more Bedroom dwelling	[Stormwater Management]	49
Three or more Bedroom dwelling	[Transport Facilities]	49
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]	28
Traffic Management Bond Administration Fee	[Security Bonds]	21
Training	[DHB - Melt Equipment & Consumables]	18
Training nights and club events	[Swimming Club]	23
Training Room 1- 60 pax (Theatre) per day (>3 hrs)	[Muswellbrook Training Centre of Excellence]	18
Training Room 1- 60 pax (Theatre) per hour (up to 3 hrs)	[Muswellbrook Training Centre of Excellence]	18
Transfer an approval to a new discharger with the same conditions at the same premises	[Applications]	44
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

continued on next page ...

Page 64 of 66

Fee Name	Parent Name	Page
T [continued]		
Treatment incurred during impoundment (i.e. necessary grooming, worming, bathing)	[Impounding Fees]	46
Trestle Table 750 x 1800mm	[Stage, PA System, Table & Chair Hire]	10
Truck Tyre	[Tyres - off Rims]	28
Truck Tyre	[Tyres - on Rims]	28
Two Bedroom	[Open Space Recreational Sporting Facilities]	48
Two Bedroom	[Community Facilities]	49
Two Bedroom	[Stormwater Management]	49
Two Bedroom	[Transport Facilities]	49
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:]	38
Up to \$5,000	[If the original estimated cost on the DA was:]	38
Up to 120 sheets	[Binding Documents (A4 only)]	25
Up to 240 sheets	[Binding Documents (A4 only)]	25
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)]	25
Uranium	[Excess Mass Charges for Category 3 Discharges - per kg]	46
Urgency Fee for Section 10.7 (2) in addition to above	[Planning Certificates]	40
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]	47
Vans, utilities, trailers	[Domestic Mixed Waste]	30
Vans, utilities, trailers	[Domestic Green Waste]	31
Vehicles up to and including 3 Tonne	[Issue of Weighbridge Certificate]	30
Veterinary Treatment	[Impounding Fees]	46
Viola Bromley Art Prize	[Muswellbrook Regional Art Centre]	12
W		
Water Analysis Samples	[Regulated Premises, Public Swimming Pool and Spa Inspections (water quality)]	42
Water Consumption	[Hire of Metered Hydrant]	33
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	[Stage, PA System, Table & Chair Hire]	10
Within Muswellbrook Shire Libraries	[Holds and Reservations]	25
Works Enabling Deed	[S138 Roads Act - Road Opening Permit]	20
Works on Road Reserve - Located within CBD - General Bond	[Security Bonds]	21
Works within Road Reserve - Location other than CBD - General Bond	[Security Bonds]	21
Worm Farms	[Environmental Products]	41
Y		
Yellow Lid 240L Bin	[Replacement of Damaged/Lost Wheelie Bin]	26

Fee Name	Parent Name	Page
----------	-------------	------

Z

Zinc	[Excess Mass Charges for Category 3 Discharges - per kg]	46
------	--	----

Other

\$1,000,001 – \$10,000,000	[General Fees]	34
\$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:]	39
\$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]	34
\$250,001 – \$500,000	[If the original estimated cost of the development was:]	38
\$5,001 – \$250,000	[If the original estimated cost of the development was:]	38
\$5,001 – \$250,000	[If the original estimated cost on the DA was:]	38
\$5,001 – \$50,000	[General Fees]	34
\$50,001 – \$250,000	[General Fees]	34
\$500,001 – \$1,000,000	[General Fees]	34
\$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:]	39
< \$100000	[Estimated cost of development]	49
>\$200000	[Estimated cost of development]	49



10.2.5. Rating Categories and Sub-Categories

Responsible Officer:	General Manager
Author:	Chief Financial 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:	6.2.1.1 - Provide transparent reporting to the community about Council's finances.
Attachments:	Nil

PURPOSE

This report declares and determines the rating categories and subcategories for the 2025/2026 financial year.

OFFICER'S RECOMMENDATION

Council:

1. Determines the sub-category for the category "Residential" called "**Residential – General**" for each parcel of rateable land valued as one assessment and:
 - i. 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
 - ii. 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
 - iii. it is rural residential land, and it is not subject to a Sewer Service Availability Charge.
2. Determines a sub-category for the category "Residential" called "**Residential – Muswellbrook and Denman**" for each parcel of rateable land valued as one assessment and:
 - i. 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
 - ii. 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;

iii. and it is located within the urban area of Muswellbrook and Denman townships and is subject to a Sewer Service Availability Charge.

3. 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.

4. 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* (NSW), the *Water Act 1912* (NSW), 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.

5. Declares the category “**Mining**” for each parcel of rateable land valued as one assessment if its dominant use is for a coal mine or metalliferous mine

6. 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.



7. 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
- b) 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.

8. 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.
9. 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.
10. 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.

11. 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.

Moved: _____

Seconded: _____

BACKGROUND

At the 24 June 2025 Ordinary Council Meeting, Council will review for adoption the 2025/26 Operational and Capital budget. In adopting the Revenue Policy, Council agrees on the rates and charges to be levied for 2025/26.

CONSULTATION

The draft Revenue Policy was placed on public exhibition as part of the draft 2025/26 Operational Plan.

REPORT

No submissions were received regarding the advertised Revenue Policy.

This report has been written to enable Council to declare or determine the rating categories and sub-categories.

The Council is referred to the Item in this Council Agenda recommending the adoption of the Operational Plan, Revenue Policy, Budget, and Fees & Charges.

FINANCIAL CONSIDERATIONS

The resolution to declare or determine the rating categories and sub-categories will enable Council to collect the revenue of \$37.9 M as budgeted in the 2025/26 Operational Plan and Budget.

POLICY IMPLICATIONS

This report implements existing policy decisions.

STATUTORY / LEGISLATIVE IMPLICATIONS

The statutory requirements relating to the declaration or determination of rating categories or sub-categories are included in Chapter 15 Part 3 of the *Local Government Act 1993*. In addition, the Office of Local Government (OLG) published a guidance document titled “Council Rating and Revenue Raising Manual” and this document is available to be viewed on the OLG website.

Council must pass a resolution to declare or determine the rating categories and sub-categories before it can make the rates and charges. The resolutions must be passed by 31 July each year which is the last date that a Council can “make” a rate or charge for the new 2025/26 financial year.

RISK MANAGEMENT IMPLICATIONS

The form of the resolution has been structured to ensure compliance with Council’s legal requirements.

**10.2.6. 2025-2026 Making of the Rates and Annual Charges****Responsible Officer:** General Manager**Author:** Revenue Accountant**Community Plan Issue:** 1 - Economic Prosperity**Community Plan Goal:** Not Applicable**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.

6.2.1.1 - Provide transparent reporting to the community about Council's finances

Attachments: Nil**PURPOSE**

To make the rates and annual charges for the 2025/26 financial year to raise Council's revenue as outlined in the 2025/26 Budget and Revenue Policy.

OFFICER'S RECOMMENDATION

Council MAKES the following Rates and Charges for the 2025/26 Financial Year:

GENERAL FUND

Rate Type	Category	Sub-Category	Ad Valorem Cents in \$	Base Amount/ Min \$	Base Amount % of Total Rate Levied	Estimated Yield
Ordinary	Residential	Residential – General	0.297626	\$240	18.10%	\$1,287,413
Ordinary	Residential	Residential – Muswellbrook & Denman	0.425976	\$290	31.11%	\$5,579,677
Ordinary	Farmland	Farmland – General	0.185010	\$400	12.63%	\$1,131,058
Ordinary	Farmland	Farmland – Irrigable	0.210000	\$440	9.66%	\$491,804
Ordinary	Mining		0.630100	\$15,000	1.22%	\$13,479,820
Ordinary	Business	Business – General	0.851417	\$250	7.61%	\$1,534,847
Ordinary	Business	Business – Power Generation - Non-Renewable	5.499070	\$25,000	15.65%	\$319,454



Rate Type	Category	Sub-Category	Ad Valorem Cents in \$	Base Amount/ Min \$	Base Amount % of Total Rate Levied	Estimated Yield
Ordinary	Business	Business – Thomas Mitchell Drive Industrial Centre	0.799326	\$275	9.95%	\$414,543
Ordinary	Business	Business – Showground Release Area	0.178168	\$250	1.9%	\$13,185
Ordinary	Business	Business – Mine Rehabilitation	0.630100	\$15,000	0%	\$0
Ordinary	Business	Business – Power Generation - Non-Renewable-Rehabilitation	5.499070	\$25,000	0%	\$0

WATER CHARGES

Council MAKES the following water charges for the 2025/26 Financial Year:

1. A Water Service Availability Charge is charged on each parcel of rateable land that is supplied with water from a water pipe of the Council and land that is situated within 225 metres of a water pipe of the Council (whether actually supplied with water from any water pipe of the Council). The Water Service Availability Charge is based on the service size of the connection to the water supply line. The Water Service Availability Charges to be levied for the year commencing 1 July 2025 are:

Water Service Charge Category	Amount
Availability Charge (Not Connected)	\$280.50
Availability Charge (Connected – per service size)	
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.

2. A Consumption Tariff is to be charged per kilolitre of water supplied to each parcel of rateable land from a water pipe of the Council. The water consumption tariffs for the year commencing 1 July 2025 are:

<u>Consumption Tariff</u>		<u>(\$/Kl)</u>
Residential	Tier 1 (1-350Kl per annum)	\$3.00 per kilolitre
	Tier 2 (>350Kl per annum)	\$4.50 per kilolitre
Non-Residential		\$4.10 per kilolitre

SEWERAGE CHARGES

Council MAKES the following sewer charges for the 2025/26 Financial Year:

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 charged on each parcel of rateable land categorised within the Residential category 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 charged on each parcel of rateable land not categorised within the Residential category for which the service is provided or proposed to be provided. The Non-Residential Sewer Service Availability Charge to be levied with respect to each relevant parcel for the year commencing 1 July 2025 will be based on the following formula:

$$SC = SDF \times (AC + (C \times UC)) \text{ where:}$$

$$SC = \text{Sewerage Charge}$$

$$SDF = \text{Sewerage Discharge Factor}$$

$$AC = \text{Availability Charge}$$

$$C = \text{Total Water Consumption for Meter}$$

$$UC = \text{Sewer Usage Charge}$$

The Availability Charges for the year commencing 1 July 2025 are:



Availability Charge Category	Amount
Availability Charge (Not Connected)	\$436.00
Availability Charge (Connected – per service charge)	
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

The Sewer Usage Charge for the year commencing 1 July 2025 is:

Sewer Usage Charge

(\$/Kl)

Non-Residential Sewer Usage Charge

\$4.10 per kilolitre

Discharge Factors required for non-residential properties will be determined on an individual rateable land basis.

DOMESTIC WASTE MANAGEMENT CHARGES

Council MAKES for each parcel of rateable land categorised for rating purposes as

Residential and situated within the urban area in which a Domestic Waste Management Service is able to be provided, the following waste charges for the 2025/26 Financial Year:

Domestic Waste Management Service Charge	Amount
Urban Domestic Waste Management Availability Charge ⁽¹⁾	\$135.00
Urban Domestic Waste Management Service Charge ⁽²⁾	\$599.00
Weekly Collection Domestic Waste Service Charge– Red Lid Bin Only	\$160.00
Upsize to 240L Domestic Waste Service Charge – Red Lid Bin Only	\$180.00
Additional Urban Domestic Waste Management Service Charge	\$145.00
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 for rating purposes as



Residential 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 waste bin service per fortnight and one fortnightly collection of recyclable material and one weekly collection of FOGO waste for each Urban Domestic Waste Management Service Charge.

Council MAKES for each parcel of rateable land categorised for rating purposes as

Residential or Farmland and situated within the rural area in which a Domestic Waste Management Service is able to be provided, the following waste charges for the 2025/26 Financial Year:

Rural Domestic Waste Management Service Charge	Amount
Rural Domestic Waste Management Availability Charge ⁽¹⁾	\$135.00
Rural Domestic Waste Management Service Charge ⁽²⁾	\$456.00
Weekly Collection Domestic Waste Service Charge– Red Lid Bin Only	\$160.00
Upsize to 240L Domestic Waste Service Charge – Red Lid Bin Only	\$180.00
Additional Rural Domestic Waste Management Service Charge	\$145.00
Additional Rural Domestic Waste Management Recycling Service Charge	\$115.00
Additional 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 can be provided.
- (2) Each habitable premises is entitled to one approved mobile waste bin service per fortnight and one fortnightly collection of recyclable material for each Rural Domestic Waste Management Service Charge.

Council MAKES for each parcel of rateable land not categorised for rating purposes as Residential and situated within the urban area in which a Waste Management Service is able to be provided, the following waste charges for the 2025/26 Financial Year:

Waste Management Service Charge	Amount
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



Waste Management Service Charge	Amount
Additional Waste Management Recycling Service Charge	\$115.00
Waste Management FOGO Waste Service Charge	\$100.00

- (1) This charge applies to vacant rateable land not categorised for rating purposes as Residential and situated within the urban area in which a Waste Management Service is able to be provided.
- (2) Each habitable premises is entitled to one approved mobile waste bin service per fortnight and one fortnightly collection of recyclable material for each Waste Management Service Charge.

Council MAKES for 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 able to be provided, the following waste charges for the 2025/26 Financial Year:

Rural Waste Management Service Charge	Amount
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 for rating purposes as Residential or Farmland and situated within the rural area in which a Rural Waste Management Service is able to be provided.
- (2) Each habitable premises is entitled to one approved mobile waste bin service per fortnight and one fortnightly collection of recyclable material for each Rural Waste Management Service Charge.

STORMWATER MANAGEMENT CHARGE

Council MAKES a Stormwater Management Charge for 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 exemption or variation to the charge is provided in accordance with the document “Stormwater Management Service Charge Guidelines” issued by the Division of Local Government in July 2006, for the 2024/2026 Financial Year at a rate of \$25.00 per parcel of rateable land and \$12.50 per residential strata unit.

Where a non-residential 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

INTEREST ON OVERDUE ACCOUNTS

The Council hereby determines and orders that overdue rates and charges for the year commencing 1 July 2025 will, in pursuance of section 566 of the *Local Government Act 1993* (NSW), accrue interest on a daily basis. The rate of interest will be the maximum rate allowable, as determined by the Minister for Local Government, being ten point five per cent (10.5%) per annum for the 2025-2026 rating year.

HUNTER CATCHMENT CONTRIBUTION

Council:

1. Notes that the NSW Government's Hunter Local Land Services has determined the Hunter Catchment Contribution rate for the 2025/26 rating year at 0.00657 cents in the dollar on all relevant properties within the Muswellbrook Shire Local Government Area, with a land value in excess of \$300;
2. Adopts the making, levying and collection of the Hunter Catchment Contribution on behalf of Hunter Local Land Services at the rate detailed in Paragraph 1; and
3. Adopts the rate of commission payable to Council for the collection of the 2025/26 Catchment Contribution at 5% of the Hunter Catchment Contributions collected, as determined by Hunter Local Land Services.

Moved: _____ **Seconded:** _____

BACKGROUND

At the 24 June 2025 Ordinary Council Meeting, Council will review for adoption the 2025/26 Operational and Capital budget. In adopting the Revenue Policy, Council agrees on the rates and charges to be levied for 2025/26.

CONSULTATION

The draft Revenue Policy was placed on public exhibition as part of the draft 2025/26 Operational Plan.

REPORT

No submissions were received regarding the advertised Revenue Policy.

This report has been written to enable Council to raise the revenues as outlined in the adopted Operational Plan, Budget, and Revenue Policy.

The recommendations follow the statutory requirements as set out in the *Local Government Act 1993*.

The Council is referred to the Item in this Council Agenda recommending the adoption of the Operational Plan, Revenue Policy, Budget, and Fees & Charges and the consideration of the



criteria relevant in determining the base amount of a rate, pursuant to section 536 of the *Local Government Act*. See the **attachment** in relation to considerations taken into account in determining the rates.

OPTIONS

The only viable option is for Council to pass the recommended resolution, and this is the mechanics of implementing the Revenue Policy, as adopted by Council. If Council wants to vary any of the resolutions, other than to rectify any error within them, the resulting revenue impact will need to be modelled and the Revenue Policy would need to be amended and re-exhibited.

CONCLUSION

The making of Rates and Annual charges is an administrative function usually undertaken as part of the adoption of the Integrated Planning and Reporting (IP&R) document suite. It is recommended that Council make the Rates for 2025/26 financial year as outlined in the Recommendations sections of this report.

FINANCIAL IMPLICATIONS

The resolution to make the rates will enable Council to collect the revenue of \$37.9 M as budgeted in the 2025/26 Operational Plan and Budget.

POLICY IMPLICATIONS

This report implements existing policy decisions.

STATUTORY/ LEGAL IMPLICATIONS

The statutory requirements relating to the making and levying of rates are included in sections 493 to 607 of the *Local Government Act 1993*. In addition, the Office of Local Government (OLG) published a guidance document titled “Council Rating and Revenue Raising Manual” and this document is available to be viewed on the OLG website.

Council must pass a resolution to make the rates before it can levy rates and charges on properties each year. The resolutions must be passed by 31 July each year which is the last date that a Council can “make” a rate or charge for the new 2025/26 financial year.

OPERATIONAL PLAN IMPLICATIONS

The report raises the revenues of \$37.9 M as budgeted for in the Operational Plan and Budget.

RISK MANAGEMENT IMPLICATIONS

The form of the resolution has been structured to ensure compliance with Council’s legal requirements.



10.3. Infrastructure and Property

10.3.1. Maitland Street Public Footpath - Sign Documents under the Seal of Council

Responsible Officer:	Director - Infrastructure & Property
Author:	Traffic & Roads Status Officer
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:	Not applicable
Attachments:	1. Maitland Street Public Footpath [10.3.1.1 - 3 pages] 2. Positive Covenant AQ 909849 P [10.3.1.2 - 2 pages]

PURPOSE

To request Council's approval to undertake an administrative process for documents to be signed under the seal of Council to dedicate a small portion of the Richard Gill School land (being Lot 2 DP1284529) as public road and to extinguish a Positive Covenant over Council owned land (being Lot 1 DP1284529) "Little Kindy" and Council Drainage Reserve "Pond" (being Lot 4 DP1284529).

OFFICER'S RECOMMENDATION

Council authorises the following documents to be signed under the seal of Council in accordance with the regulations:

1. The Plan of Subdivision Administration Sheet dedicating the small portion of the land (being Lot 2 DP1284529) and Council land (being Lot 1 DP1284529) as public road under Section 9 *Roads Act 1993*;
2. the "Release of Restriction Form" to:
 - (i) partly release the Positive Covenant (AQ909849) for the land (being Lot 2 DP1284529) over the small portion of land required for road purposes; and
 - (ii) extinguish the Positive Covenant over the land (being Lot 1 DP1284529 and Lot 4 DP1284529).

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

Part of Council's footpath network on Maitland Street, Muswellbrook, along the frontage of the Richard Gill School, lies within the boundary of the School land (Lot 2 DP1284529) and the land that Council owns currently leased to the Muswellbrook Little Kindy Childcare Centre (Lot 1 DP1284529). The footpath forms part of the public footpath network along Maitland Street and needs to be included in the road reserve.



Further, there is a Positive Covenant over Council owned land previously part of the former Muswellbrook Shire Council Administration Centre that needs to be extinguished.

PREVIOUS RESOLUTIONS

No previous reports to Council specifically relating to the public footpath matter, however, various previous reports from 2018 to 2022 relating to the School and former Council Administration Centre.

BACKGROUND

The former Muswellbrook Shire Council Administration Centre and surrounding land was formerly identified as Lot 2 DP1118310, which also encompassed the Council Drainage Reserve “Pond” and the building facing Maitland Street now housing the Muswellbrook Little Kindy Childcare Centre.

At the time, a Positive Covenant was placed over Lot 2 DP1118310 to meet the needs of the land matters associated with the leasing and transfer of the land to the Richard Gill School. The Positive Covenant stipulated that *“The Registered Proprietor will only be permitted to use the Property for “Educational Purposes” and is not permitted to use the property for any other purpose.”* The authority having the power to release, vary, or modify the Positive Covenant is Muswellbrook Shire Council.

When the land was subdivided in Plan DP1284529 for the School, the land was divided into 4 lots being:

- Lot 1 The “Little Kindy” building;
- Lot 2 (split into 2 parts) being the land between Maitland Street and the former Council administration building car park at the front and the land at the rear of the administration building abutting the rear of the properties along Hakea Drive;
- Lot 3 the former Council administration building and carparks; and
- Lot 4 the drainage reserve “Pond”.

Council owns Lots 1 & 4 DP1284529, and the Richard Gill National Music Academy Limited, is the registered owner of Lots 2 & 3 DP1284529.

CONSULTATION

Surveyor

Richard Gill School Board Members

Council’s Legal Counsel

Roads Drainage & Technical Services

REPORT

The public footpath network impacts a small portion of Lot 1 and Lot 2 in DP1284529. The public footpath needs to be included in the road reserve. When the plan of subdivision was previously undertaken, this small portion was overlooked.

It is in the interest of both Council and the School that the public footpath should be located within the road reserve, for various reasons, including the integrity of the public footpath network and public liability of the asset. To rectify this, a plan of subdivision has been prepared to dedicate the public footpath within the road reserve. The aerial and corresponding plan attached to this report shows where the footpath falls within the adjoining land now owned by the School and the portion of the Council owned land leased to “Little Kindy”.



Further, both Council Lots 1 & 4 were also impacted by the Positive Covenant placing the same restrictions on the use of the land as the School. This will be extinguished across the Council owned land, as it is not relevant to the current status and future use of the land. The “Little Kindy”, Lot 1, is part of the Future Fund and Lot 4, is a drainage reserve “Pond” and is classified as operational land.

The Positive Covenant on the School and Council land can only be varied, modified, or released by Muswellbrook Shire Council.

FINANCIAL CONSIDERATIONS

Council is responsible for the survey fees and charges associated with the preparation and lodgement of the plan of subdivision to excise the land for public road purposes and the extinguishment of the Positive Covenant affecting the land identified in the report. No costs will be payable to the School for the land required for road purposes.

Ongoing Operational and Maintenance Costs Implications Associated with Capital Project

1. Financial Implications – Capital

Approximately \$8,500 to come from the Roads & Drainage Investigation & Design Budget – GL 0010.0540.500

2. Financial Implications – Operational

Not applicable.

POLICY IMPLICATIONS

Not applicable.

STATUTORY / LEGISLATIVE IMPLICATIONS

Council is the Roads Authority under *Roads Act 1993* and is acting within its powers. Council is the authority having the power to release, vary or modify the Positive Covenant.

RISK MANAGEMENT IMPLICATIONS

It is in the interest of both Council and the School that the public footpath should be located within the road reserve, including the public footpath network and public liability of the asset. Council then owns the land upon which the asset is located.

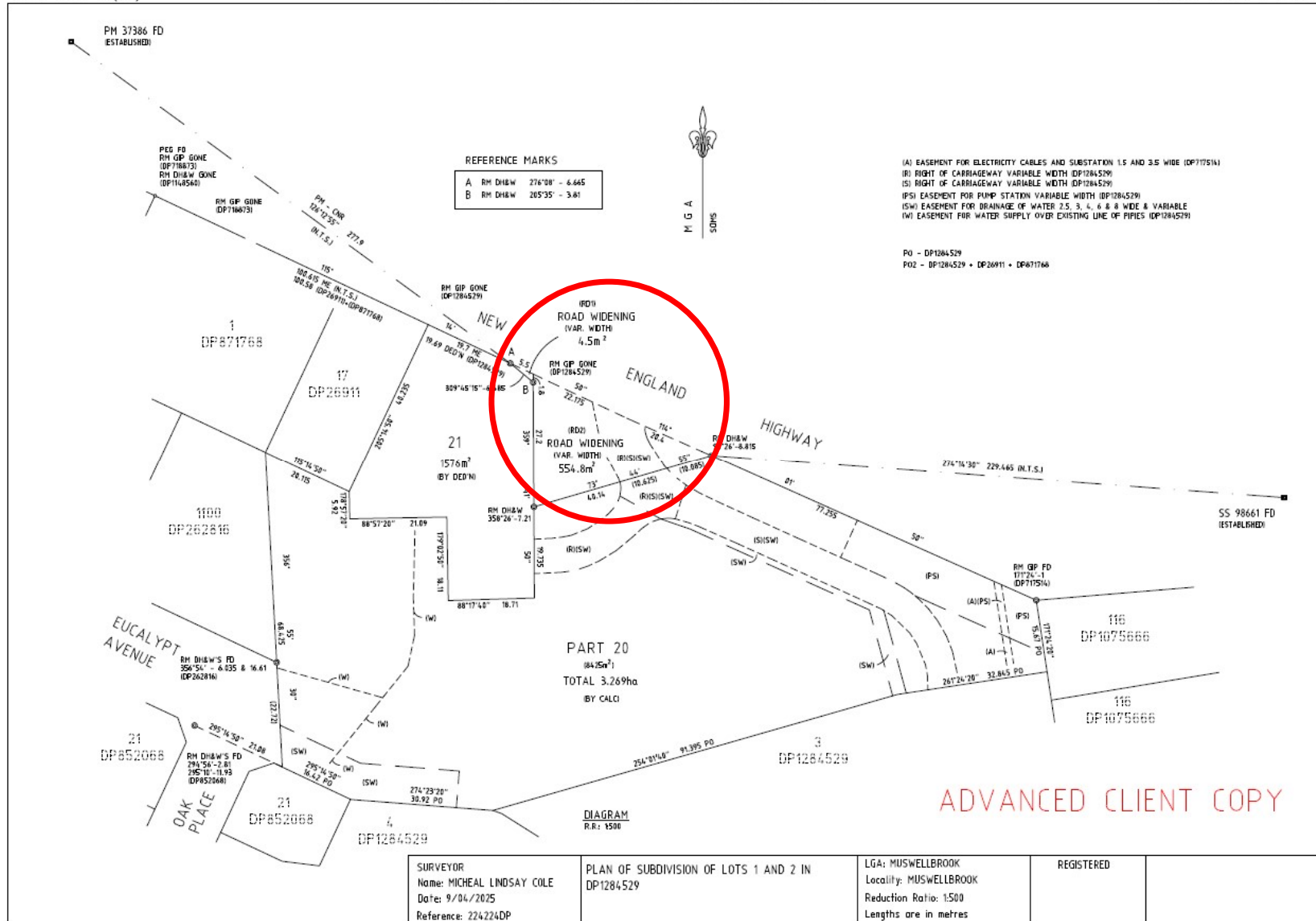
The Positive Covenant needs to be extinguished across the Council owned land, as it is not relevant to the current status and future use of the land, and restricts what can be undertaken on the land.

COMMUNITY CONSULTATION / COMMUNICATIONS

Nil known, as there is no operational change and is an administrative process only.







time 2:25
 date 28/4/21
 reg 32

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919

AQ909849P

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

(A) TORRENS TITLE	2/111830 2/1118310		
(B) LODGED BY	Document Name, Address or DX, Telephone, and Customer Account Number if any Collected Box 659M SCOTT ASHWOOD PTY LTD LLPN: 123482P Ph: 9099 7400 Email: Reference: COWTS-79517120		CODE PC
(C) REGISTERED PROPRIETOR	Of the above land MUSWELLBROOK COUNCIL		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant Nature of Interest Number of Instrument Name Not Applicable <input checked="" type="checkbox"/> N.A. N.A. 13 MAY 2021		RELODGED
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 MUSWELLBROOK SHIRE COUNCIL		TIME:

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]*
 Name of witness: MATTHEW LYSAGHT
 Address of witness: 60-82 Bridge St, Muswellbrook

Signature of authorised officer: *[Signature]*
 Name of authorised officer: FIONA PLESMAN
 Position of authorised officer: GENERAL MANAGER

(G) **Execution by the registered proprietor**

I certify that I am an eligible witness and that an authorised officer of the registered proprietor signed this dealing in my presence. [See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness: *[Signature]*
 Name of witness: MATTHEW LYSAGHT
 Address of witness: 60-82 Bridge St, Muswellbrook

Signature of authorised officer: See annexure "A"
 Authorised officer's name:
 Authority of officer: 5377 of Local Government Act 1993
 Signing on behalf of: MUSWELLBROOK SHIRE COUNCIL

(H) **Consent of the N.A**

The N.A under N.A No. N.A., agrees to be bound by this positive covenant. I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Signature of N.A.
 Name of witness:
 Address of witness:

ANNEXURE "A"

Property Address: 157 Maitland Street, Muswellbrook, NSW 2333

Lot No. 2 DP 1118310

Terms of Positive Covenant

1. The Registered Proprietor will only be permitted to use the Property for "Educational Purposes" and is not permitted to use the Property for any other purpose.
2. In the event of the Registered Proprietor failing to comply with the terms of any written notice served in respect of the matters in clause 1 the Council or its authorised agents may stop and recover from the Registered Proprietor the cost of enforcing such action if necessary, recover the amount due by legal proceedings (including reasonable legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919 or any associated costs in relation to enforcing the same. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the Property and the Registered Proprietor's use of the Property is disturbed as little as possible.
3. For the purposes of this Covenant, "Educational Purposes" means any of the following:

Registered educational institution or other accredited educational licensee delivering early childhood, primary and/or secondary education; or anything that is related to delivering early childhood, primary and/or secondary education.

Name of Authority having the power to release, vary or modify the above-mentioned Positive Covenant is Muswellbrook Shire Council.

Executed by the registered proprietor **Muswellbrook Council** by its authorised delegate pursuant to section 377 of the Local Government Act 1993 (NSW):

.....
Signature of Authorised Delegate

FIONA PLESMAN

.....
Name of Authorised Delegate

General Manager

I certify that I am an eligible witness and that the delegate signed in my presence:

.....
Signature of Witness

MATTHEW LISAUGHT

.....
Name of Witness

60-82 BRIDGE ST MUSWELLBROOK, NSW
Address of Witness

**10.3.2. Proposed Crown Roads Closure**

Responsible Officer:	Director - Infrastructure & Property
Author:	Traffic & Roads Status Officer
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:	Not applicable
Attachments:	1. Proposed Crown Road Closure CL 646471 - [10.3.2.1 - 2 pages] 2. Crown Roads Proposed to be Closed McCullys Gap Aerial [10.3.2.2 - 1 page]

PURPOSE

To advise Council of a proposed Crown Public Road Closure application at McCullys Gap.

OFFICER'S RECOMMENDATION

Council advises Crown Lands that Council has no interests which may be affected by the closure and disposal of proposed Crown Road at McCullys Gap, adjoining and within the property at 202 Dolahentys Road.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

The NSW Department of Planning, Housing and Infrastructure- Crown Lands has referenced Council regarding a proposal to close and sell Crown Public Roads. The roads lie within private property and the adjoining landowner has requested the closure and sale of the roads. The roads are intended to be sold in accordance with Section 152B of the *Roads Act* 1993.

PREVIOUS RESOLUTIONS

Nil.

BACKGROUND

In accordance with the *Roads Act* 1993, Council has been referenced by Crown Lands as part of the proposed Crown Roads closure to ascertain if Council has any interests which may be affected by the proposed road closures and sale.

CONSULTATION

Crown Lands has advertised the proposed closure in the local newspaper, seeking public submissions.

All adjoining landowners have been referenced.

Council.



Public Utilities.

REPORT

The NSW Department of Planning, Housing and Infrastructure- Crown Lands has referenced Council regarding a proposal to close and sell Crown Public Roads. The roads lie within private property at Lot 202 Dolahentys Road, McCullys Gap. The owner has requested the closure and sale of the roads. The roads are intended to be disposed of in accordance with Section 152B of the *Roads Act 1993*.

In the attached aerial photographs, Lot 202 is identified in green and the subject roads in red.

Council does not have any affected assets or any interests which may be affected by the proposed roads closure. Council's comments to Crown Lands would include that, as long as legal practical access is provided to any affected landowner, then Council would not object to the proposed closure.

FINANCIAL CONSIDERATIONS

Ongoing Operational and Maintenance Costs Implications Associated with Capital Project

1. Financial Implications – Capital

Not applicable.

2. Financial Implications – Operational

Not applicable.

POLICY IMPLICATIONS

Nil.

STATUTORY / LEGISLATIVE IMPLICATIONS

Crown Lands is the Roads Authority and are acting within their powers under the *Roads Act 1993*.

RISK MANAGEMENT IMPLICATIONS

Nil known.

COMMUNITY CONSULTATION / COMMUNICATIONS

Crown Lands is responsible for the notification to the affected parties, including the adjoining landowners and by notification in the local newspaper of the proposal.

PROPOSED ROAD DISPOSAL SECTION 152D ROADS ACT 1993

In accordance with section 152D of the *Roads Act 1993*, notice is hereby given of the proposed sale of the Crown public roads listed in Schedule 1. If a sale proceeds, the road(s) will cease to be a public road upon transfer of the road to freehold land in accordance with section 152H of the Act.

Schedule 1:

- Crown roads at McCullys Gap, adjoining and within the property at 202 Dolahentys Road (File ref: 24/04663, Cluster: 646471)

All interested persons are hereby invited to make submissions concerning the proposal via the email address below or to Department of Planning, Housing and Infrastructure - Crown Lands, PO Box 2215, DANGAR NSW 2309 within twenty-eight (28) days of the date of this advertisement.

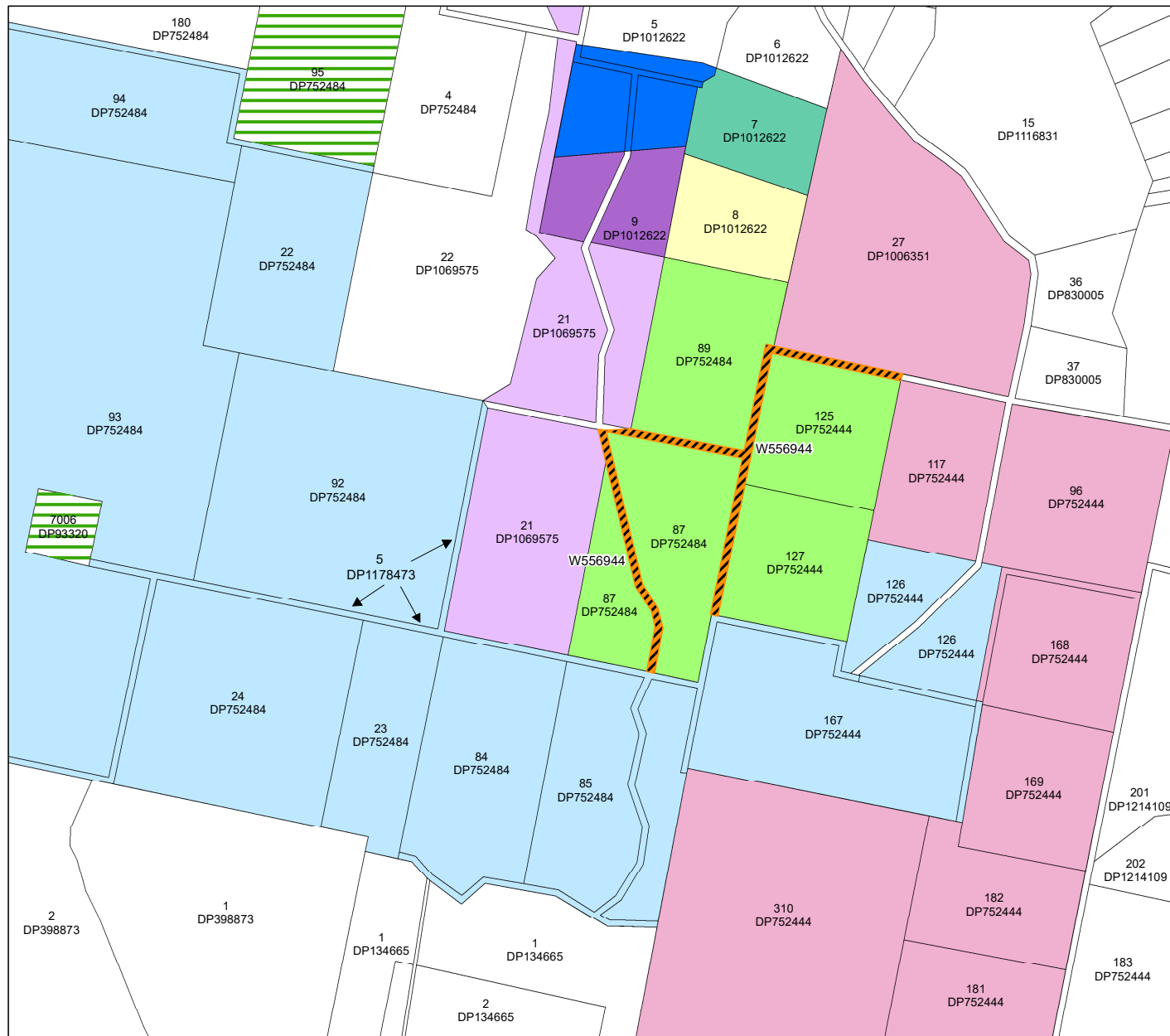
Any person is entitled to make submissions with respect to the sale or disposal of the road. Please note that submissions may be referred to third parties (such as council or the applicant) for consideration in accordance with the *Government Information (Public Access) Act 2009*.

For further enquiries please visit the website <https://roads.crownland.nsw.gov.au/> or contact Jessica French by email at jessica.french@crownland.nsw.gov.au or on T:02 6640 3951 quoting file references above.

For the Manager, Divestments

Proposed Sale of Crown Roads - Cluster 646471

Case Officer: Kerri ALDERTON Date: 24/07/2024 File ref: 24/04663



LGA: MUSWELLBROOK
LOCALITY : MCCULLYS GAP
PARISH : ROWAN & BALMORAL
COUNTY : DURHAM

Legend

- Crown Land
- Crown Land
- Crown Land
- Crown Land
- Crown Land
- Crown Land
- Crown Land
- Crown Land
- CROWN ROADS UNDER APPLICATION & PROPOSED FOR SALE
- CROWN LAND



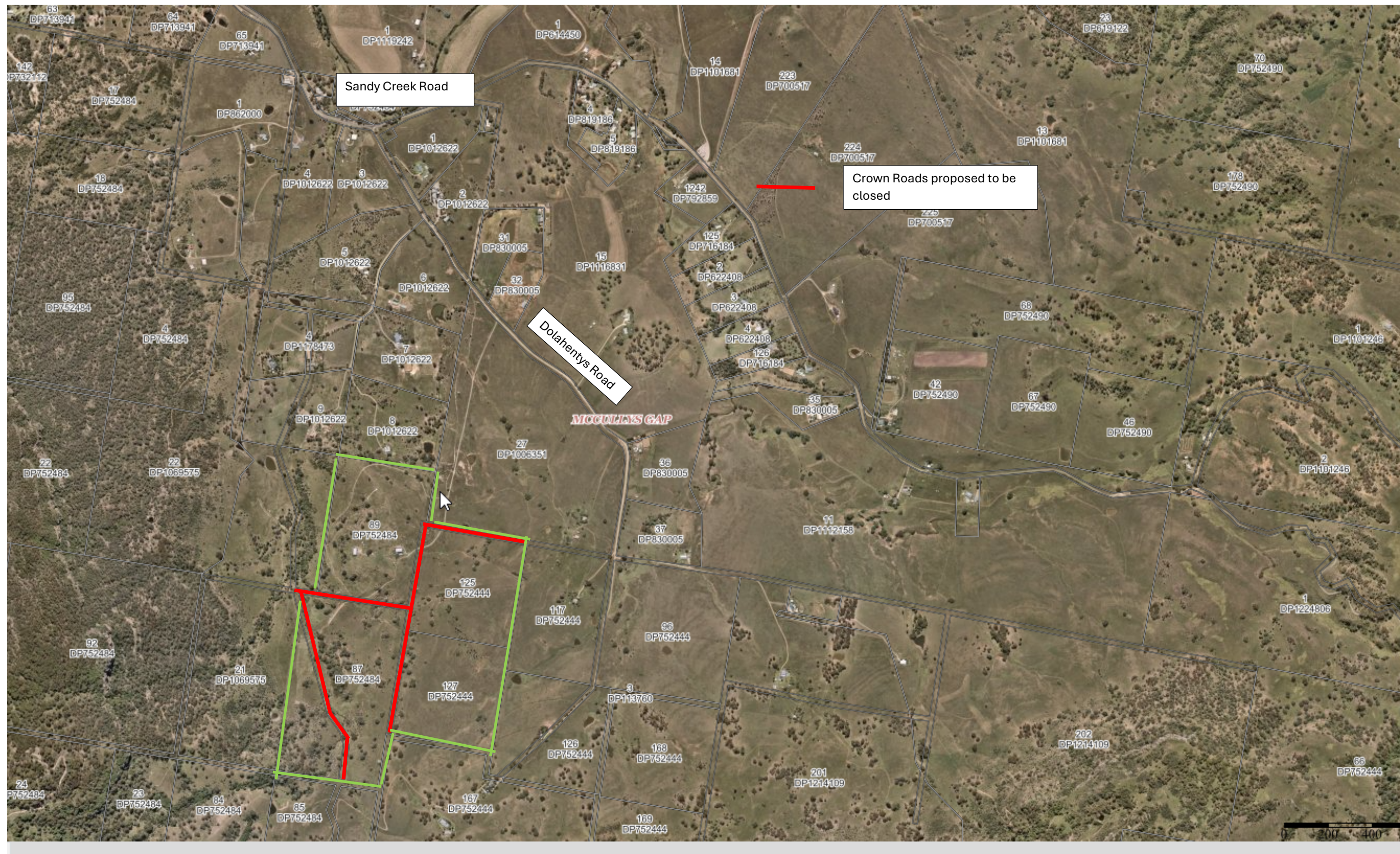
0 105 210 420 630 840 Metres



**Department
of Planning
and Environment**

Copyright: Department of Planning and Environment - Crown Lands, 2025

Disclaimer: The information contained in this map has been provided in good faith. Whilst all effort has been made to ensure the accuracy and completeness of this information, the data providers take no responsibility for errors or omissions nor any loss or damage that may result from the use of this information.



**10.3.3. Muswellbrook Golf Course Lease**

Responsible Officer:	Director - Infrastructure & Property
Author:	Property Officer – Community, Sport and Recreation
Community Strategic Plan:	5 - <i>Community Infrastructure</i> Effective and efficient infrastructure that is appropriate to the needs of our community
Delivery Program:	5.1.2 - Maintain and continually improve asset management.
Operational Plan:	Not applicable
Attachments:	1. Council CLM LEASE Muswellbrook Golf Club 2025 2030 Redacted [10.3.3.1 - 29 pages] 2. Licence Agreement 2024 2025 Muswellbrook Golf Club Car Park Redacted [10.3.3.2 - 29 pages]

PURPOSE

To inform Council that the required notification period has been observed regarding the proposed lease renewal agreement with Muswellbrook Golf Club for the operation of the Muswellbrook Golf Course on Crown Land at Bell Street, Muswellbrook.

OFFICER'S RECOMMENDATION

The information contained in the report be noted.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

Council, as the Crown Land Manager, will proceed with finalising the 5-year lease with the Muswellbrook Golf Club and Muswellbrook RSL Sub-Branch Club Limited.

CONSULTATION

Muswellbrook RSL-Sub Branch - CEO
Property Officer – Community, Sport and Recreation
Manager – Property and Building Services
Director Infrastructure & Property

**PREVIOUS RESOLUTIONS**

At the 28 January 2025 Ordinary Council Meeting, Council resolved as follows:

10.2.2. Intention to Enter Into a New Lease with Muswellbrook Golf Course

159 RESOLVED on the motion of Cr D. Hartley and Cr D. Marshall that:
Council APPROVES, in compliance with the terms and conditions detailed in the report:

1. Entering into a new lease with the Muswellbrook Golf Club and Muswellbrook RSL Sub-Branch Club; and
2. Establishing a recurring 12-month licence agreement for the use of the Bell Street road reserve as a car park.

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

REPORT

The Muswellbrook Golf Course is Crown Land 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 as applicable.

In accordance with section 47A of the Local Government Act 1993 (NSW), the proposed lease renewal 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 – Muswellbrook Golf Course Whole of Lot 264 DP1030447 Bell Street Muswellbrook NSW 2333 Lease area = 32.39 ha
Proposed Use of Land:	The Lessee may use the Leased Area for the purpose of operating a golf links course for playing golf and other forms of sport and for the recreation of its members and for any associated purposes approved by the Lessor.
Proposed Lessee:	Muswellbrook Golf Club ACN 001 025 430 AND Muswellbrook RSL Sub-Branch Club Limited ACN 000 992 012



Notification Compliance

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:	19/03/2025	18/04/2025
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

Submissions and Consideration

Submission Period:	From: 19/03/2025	To: 18/04/2025
Number of Notification Letters Sent:	48	
Number of Submissions Received:	Zero (0)	

Ministerial Review (if 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):				

The recurring 12-month licence agreement for the use of the Bell Street road reserve as a car park has also been established.

Both the draft Golf Course lease renewal and carpark licence agreements are attached for reference.

FINANCIAL CONSIDERATIONS

The proposed annual lease fee is consistent with previous year's fees, indexed accordingly.

POLICY IMPLICATIONS

Nil known.



STATUTORY / LEGISLATIVE IMPLICATIONS

Local Government Act 1993.

Local Government General Regulation 2021.

RISK MANAGEMENT IMPLICATIONS

Nil known.

COMMUNITY CONSULTATION / COMMUNICATIONS

In accordance with section 47A of the Local Government Act 1993 (NSW), the proposed lease renewal has been notified and exhibited in the manner prescribed.



**muswellbrook
shire council**

LEASE AGREEMENT

BETWEEN

MUSWELLBROOK SHIRE COUNCIL

AND

**MUSWELLBROOK GOLF CLUB
LIMITED**

AND

**MUSWELLBROOK RSL SUB-BRANCH
LIMITED**

ANNEXURE "A"

This and the following pages comprise Annexure "A" referred to in the Lease between Muswellbrook Shire Council as Trustee of Muswellbrook Golf Course (1010588) Reserve Trust as Lessor and Muswellbrook Golf Club ACN 001 025 430 and Muswellbrook RSL Sub-Branch Club ACN 000 992 012 as Lessee.

The Lessor and the Lessee hereby covenant and agree the one with the other as follows:

1 INTERPRETATION DEFINITIONS AND ADMINISTRATION

Authority for Grant of Lease

1.1 The Lessor warrants:

- (a) that the Premises comprise the whole or part of dedicated or reserved Crown land within the meaning of the CLM Act 2016;
- (b) that the Lessor is the Crown land manager of the Reserve under Part 3 of the CLM Act 2016;
- (c) that the Lessor has power under Part 3 Division 3.4 of the CLM Act 2016 to grant a lease of the Reserve or part thereof.

2 DEFINITIONS

In this Lease unless the contrary intention appears:

Business Day means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

CLM Act 2016 means the Crown Land Management Act 2016;

Commencing Date means the date specified in Column 2 of Item 1 of Schedule 1;

Environment has the same meaning given to that term in the *Protection of the Environment Operations Act 1997*;

Environmental Law means any Law relating to the protection of the Environment;

Terminating Date means the date on which the Term expires, as specified in Column 2 of Item 3 of Schedule 1;

Hazardous Substance means a substance that because of its quantity, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, or physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

Improvements mean any structure or work of a permanent nature attached to the land;

Law includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

this Lease means this Lease Agreement including the Schedules, and all Annexures hereto;

Local Council means the council established under the *Local Government Act 1993* for the Local Government Area in which the Premises are situated;

Minister means the Minister for the time being administering the CLM Act 2016 or any Act consolidating or replacing that Act;

Party means a party to this Lease;

Premises means the land and/or buildings described in Part 2 of Schedule 2;

Regulations means the Local Government (General) Regulation 2005 and Crown Land Management Regulation 2018, as amended or replaced from time to time;

Rent means the rent reserved under Clause 9 of this Lease;

Reserve means the dedicated or reserved Crown land described in Part 1 of Schedule 2;

Revocation means the revocation of the reservation or dedication of the Reserve under Sections 2.7 or 2.11 of the CLM Act 2016;

Sub-Lessee means a person who holds a sub-lease of any part of the Premises from the Lessee in accordance with a provision of this Lease;

Tenant Fixtures means any plant equipment fittings or improvements in the nature of fixtures brought onto the Premises by, on behalf of, or at the request of the Lessee;

Term means the period specified in Column 2 of Item 2 of Schedule 1;

Termination means a termination of this lease as a consequence of the expiration of the Term (or any extension thereof), a termination by virtue of Section 3.43 of the CLM Act 2016 or a termination under Clause 23.

3 CONSTRUCTION

3.1 Construction in accordance with this Clause

This Lease shall be construed in accordance with this clause unless the context requires otherwise.

3.1.1 Plurals

Words importing the singular include the plural and vice versa.

3.1.2 Genders

Words importing any gender include the other genders.

3.1.3 Persons

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government or statutory body or authority; and
- (b) the legal personal representatives, successors and assigns of that person.

3.1.4 Headings

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in construing this Lease.

3.1.5 Clauses and Sub-clauses

- (a) A reference to a clause includes all sub-clauses, paragraphs, subparagraphs and other components which form part of the clause referred to.
- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to.

3.1.6 Time

A reference to time is a reference to local time in Sydney.

3.1.7 Money

A reference to \$ or "dollars" is a reference to the lawful currency of Australia.

3.1.8 Defined Terms

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word.

3.1.9 Writing

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form.

3.1.10 Contra Preferentum

No rules of construction shall apply to the disadvantage of any party responsible for preparation of this Lease or any part of it.

3.1.11 Statutes

A reference to a statute, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority.

3.1.12 Lease

A reference to this Lease shall include any extension or variation of this Lease.

3.1.13 Priority

If an inconsistency occurs between the provisions of this Lease and the provisions of a lease granted in accordance with this Lease, the provisions of this Lease shall prevail.

3.2 Warranties and Undertakings

- (a) The Lessee warrants that it:
 - (i) has relied only on its own inquiries about this Lease; and
 - (ii) has not relied on any representation or warranty by the Lessor or any person acting or seeming to act on the Lessor's behalf.
- (b) The Lessee must comply on time with undertakings given by or on behalf of the Lessee.

3.3 Further assurances

Each Party must do everything necessary to give full effect to this Lease.

3.4 Relationship of Lessor and Lessee

Nothing contained or implied in this Lease will be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Lessor and the Lessee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Lessee and the Lessor or either of them will be deemed to create any relationship between them other than the relationship of Lessor and Lessee upon the terms and conditions only as provided in this Lease.

3.5 Time to be of the essence

Where in any provision of this Lease a party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

4 SEVERABILITY

Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

5 ESSENTIAL TERMS OF LEASE

The Lessor and the Lessee agree that the clauses specified in Column 2 of Item 15 of Schedule 1 are essential conditions of this Lease.

6 SECTIONS OF LEGISLATION NOT TO APPLY

- 6.1 The covenants and powers implied in every lease by virtue of Sections 84, 84A, 132, 133, 133A and 133B of the *Conveyancing Act 1919* do not apply or are not implied in this Lease and are expressly negated except in so far as the same or some part or parts of it are included in the covenants hereinafter contained. The employment in this Lease of any words in any of the forms of words contained in the first column of Part II of the Fourth Schedule to the *Conveyancing Act 1919* shall not imply any covenant under Section 86 of that Act.
- 6.2 Part 4 of the *Civil Liability Act 2002* (NSW) does not apply to this Lease.

TERM AND PERMITTED USE

7 TERM OF LEASE

The Lessor grants to the Lessee a lease of the Premises for the Term specified in Column 2 of Item 2 of Schedule 1. The Term shall commence on the Commencing Date specified in Column 2 of Item 1 of Schedule 1.

8 PERMITTED USE

- 8.1 The Lessee will not use the Premises or allow the Premises to be used for any purpose other than the Permitted Use specified in Column 2 of Item 4 of Schedule 1.
- 8.2 Unless expressly permitted under a provision of this Lease the Lessee will not reside on the Premises or permit any other person to reside on the Premises.

LESSEES RENT AND OUTGOINGS

9 PAYMENT OF RENT

9.1 Definitions

For the purposes of this clause:

Base Annual Rent means:

- (a) the Initial Rent where the Rent has not been adjusted or redetermined in accordance with sub-clauses 9.3 or 9.4; or
- (b) in any other case - the Rent as last redetermined or adjusted in accordance with the provisions of sub-clauses 9.3 or 9.4;

Due Date means the date for payment of Rent under this Lease as is specified in Column 2 of Item 7 of Schedule 1 and thereafter each anniversary of that date;

Initial Rent means the Rent payable under this Lease in respect of the Premises as is specified in Column 2 of Item 5 of Schedule 1 expressed as an annual amount;

Market Rent means the Rent that would reasonably be expected to be paid for the Premises if it were offered for the same or a substantially similar use to which the Premises may be put under this lease and on similar terms and conditions;

Market Rent Review Date means the date specified in Column 2 of Item 8 of Schedule 1;

Rent means the greater of:

- (a) the Base Annual Rent payable upon each Due Date less any Rent Rebate granted to the Lessee by the Lessor; or
- (b) the statutory minimum Rent payable in respect of a lease granted under the CLM Act 2016 which is not subject to any rebate;

Rent Adjustment means an adjustment of Rent made under sub-clause 9.3.

Rent Rebate means such amount as specified in Column 2 of Item 6 of Schedule 1 granted to the Lessee by the Lessor under Clause 9.5 and expressed either as an absolute dollar value or a percent of the Base Annual Rent.

9.2 Lessee to Pay Rent

The Lessee covenants with the Lessor that the Lessee will on the Commencing Date and thereafter during the whole of the Term on the Due Date pay the Rent to the Lessor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

9.3 Calculation of Rent Adjustment

- (a) On each Anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$

where:

- R represents the Base Annual Rent following adjustment under this Clause;
B represents the Base Annual Rent before adjustment under this Clause;
C represents the Consumer Price Index number for the last quarter for which such a number was published before the due date; and
D represents the Consumer Price Index number for the last quarter of the last adjustment of rent for which such a number was published.
- (b) In this clause "Consumer Price Index number" in relation to a quarter, means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician.
- (c) Any Rent adjusted under this sub-clause must be adjusted to the nearest whole dollar.
- (d) An adjustment of Rent made under this clause shall take effect on its Due Date notwithstanding that any Rent notice to the Lessee is not issued until after that date.

9.4 Market Rent Review

- (a) In addition to the Rent adjustment provided for in clause 9.3 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the market Rent on that date with effect on and from each Market Rent Review Date by the Lessor.
- (b) A redetermination of Rent for the purposes of sub-clause 9.4(a) will be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date.
- (c) Where the Lessor does not redetermine the Rent as provided for in clause 9.4(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date will be postponed by reason of the operation of this clause.
- (d) An adjustment of Rent made under sub-clause 9.4(c) will take effect and be due and payable on the next due date following the date of issue of the notice of adjustment (or where the said due date and the date of issue of the notice of redetermination are the same, then that date) even if the Lessee wishes to dispute the redetermination.

9.5 Rent Rebate for Charitable or Non Profit Organisations

At the absolute discretion of the Lessor, the Lessor may determine that the Lessee is entitled to a Rent Rebate as specified in Column 2 of Item 6 of Schedule 1 on the basis that the Lessee is a recognised charitable or non-profit organisation.

10 CONTINUING OBLIGATION

The obligation of the Lessee to pay the Rent is a continuing one during the Term of this Lease and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

11 NO REDUCTION IN RENT

Subject to this Lease the Lessee will not without the written consent of the Lessor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent required to be paid under this Lease. However, if at any time during the Lease:

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Lessee; and
- (b) as a result of the damage, the Lessee is not able to use the Premises in a reasonable manner,

the Lessee's obligations to pay Rent will abate to the extent proportional to the effect on the Lessee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Lessee is able to conduct the Lessee's activities and/or occupy the Premises in a reasonable manner.

12 LESSEE TO PAY RATES

12.1 The Lessee will when the same become due for payment pay all (or in the first and last year of the Term the appropriate proportionate part) rates, taxes (including Land Tax), assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Lease separately assessed and lawfully charged upon, imposed or levied in respect of the Lessee's use or occupation of the Premises to the extent referable to the Lessee's use or occupation of the Premises.

12.2 The Lessee will if required by the Lessor produce to the Lessor evidence for such payments within 10 business days after the respective due dates for payment and in case such rates, taxes, duties and fees so covenanted to be paid by the Lessee are not paid when they become due the Lessor may if it thinks fit pay the same and any such sum so paid may be recovered by the Lessor from the Lessee.

13 LESSEE TO PAY OTHER CHARGES

The Lessee will pay all other fees, charges and impositions not referred to in clause 12 for which it may properly be liable and which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Lessee.

14 LESSEE TO PAY FOR SERVICES

The Lessee will as and when the same become due for payment pay to the Lessor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Lessee or consumed in or on the Premises, by the Lessee.

15 LESSEE TO PAY COST OF WORK

Whenever the Lessee is required under this Lease to do or effect any act, matter, work or thing then the doing of such act matter or thing will unless this Lease otherwise provides be at the sole risk, cost and expense of the Lessee.

16 COSTS PAYABLE

16.1 Costs Payable to Lessor

Except where a law limits costs being incurred by a Lessee being recovered from the Lessor, the Lessee will pay in full the Lessor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Lessor in consequence of or in connection with or incidental to:

- (a) the preparation, completion, stamping (if any) and registration of this Lease;
- (b) any variation of this Lease made otherwise than at the request of the Lessor;
- (c) any application for the consent of the Lessor and the Minister if applicable under this Lease;
- (d) any and every failure to comply, breach or default by the Lessee under this Lease;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Lessor under or by virtue of this Lease;
- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Lessee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Lessee of any provision of this Lease;
- (h) the Lessee requiring the Lessor to do any act, matter or thing under this Lease, unless otherwise provided for in this Lease, the Lessee will reimburse the Lessor for all reasonable costs and expenses incurred in complying with that requirement.

16.2 Costs payable by Lessor

The Lessor will pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Lessee.

17 INTEREST ON OVERDUE MONEYS

The Lessee will pay interest to the Lessor on any moneys due and payable under the Lease or on any judgment in favour of the Lessor in an action arising from the Lease until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Lessor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest will accrue and be calculated daily.

18 MANNER OF PAYMENT OF RENT AND OTHER MONEYS

The Rent and other moneys payable in accordance with this Lease must be paid to the address or bank account specified in Column 2 of Item 9 of Schedule 1 or to such other person or at such other address as the Lessor may from time to time direct by notice in writing served on the Lessee.

19 GOODS AND SERVICES TAX

- (a) For the purposes of this Lease, "GST", "taxable supply", "consideration" and "tax invoice" have the meanings given to those terms in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) All payments to be made or other consideration to be provided under this Lease are GST exclusive unless otherwise expressly stated. If any payment or consideration to be made or provided by the Lessee to the Lessor is for a taxable supply under the Lease on which the Lessor must pay GST and the Lessor gives the Lessee a tax invoice, the Lessee must pay to the Lessor an amount equal to the GST payable (the "GST Amount") by the Lessor for that taxable supply upon receipt of that tax invoice.
- (c) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount must not include any amount incurred in respect of penalty or interest or any other amounts payable by the Lessor as a result of default by the Lessor in complying with the GST Law.

20 SUBLEASING, ASSIGNMENT AND PARTING WITH POSSESSION

- 20.1 The Lessee may not sublet, assign this Lease or part with possession of the Premises or any part of them without the consent of the Lessor. The Lessor will not unreasonably withhold its consent.
- 20.2 The Lessee agrees that consent will be taken not to have been "unreasonably withheld" if the Lessor has been served with a notice by the Minister requiring the Minister's consent to any assignment or sub lease or parting with possession of the Premises and the Minister has been requested to give consent but has not given that consent.
- 20.3 If the Lessee is a corporation, it will be treated as assigning this Lease, for the purposes of sub-clause 20.1, if the person or persons who beneficially own or control a majority of its voting shares at the commencement of this Lease cease to do so, except as a result of transmission on the death of a shareholder. This clause will not apply if the Lessee is a corporation, the voting shares of which are listed on a Stock Exchange in Australia.
- 20.4 The Lessee is to pay the Lessor's reasonable legal and other costs relating to considering and giving consent, including any costs which the landlord incurs in making inquiries as to the respectability, solvency, responsibility, stature, experience and

capability of any proposed subtenant or assignee or the person to whom possession is to be transferred.

- 20.5 The Lessee may not mortgage or charge this Lease or any estate or interest in the leased Premises.

21 TERMINATION OF LEASE

- 21.1 Subject to Clauses 22 and 23 this Lease terminates on the date specified in Column 2 of Item 3 of Schedule 1.

22 TERMINATION OF LEASE UNDER SECTION 3.43 OF CLM ACT 2016

- 22.1 The Lessor and Lessee acknowledge that, subject to sub-clause 22.2, this Lease will terminate under Section 3.43 of the CLM Act 2016 if the reservation or dedication over that part of the Reserve that comprises the whole or part of the Premises is revoked, unless the revocation notification otherwise provides.
- 22.2 Where only part of Premises is affected by a revocation or proposed revocation the Lessor undertakes to consult with the Lessee and the Lessee undertakes to consult with the Lessor to determine if an agreement under Section 3.43(2) can be reached for the continuation of this Lease in respect to that part of the Premises not affected by the revocation.
- 22.3 The Lessee expressly acknowledges that as provided by Section 3.43(4) of the CLM Act 2016 no compensation shall be payable in respect of the Termination of this Lease by the operation of Section 3.43.

23 TERMINATION OF LEASE ON DEFAULT

- 23.1 The Lessor may end the Lease in the manner set out below in the following circumstances:
- (a) if the Rent or any part of it or any other moneys owing to the Lessor under the Lease is or are in arrears for one month, whether formally demanded or not;
 - (b) if the Lessee breaches an essential condition of this Lease or any rule or regulation made under this Lease;
 - (c) if defects notified under a provision of this Lease are not remedied within the time specified in the notice;
 - (d) if the Lessee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
 - (e) if the Lessee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
 - (f) if the Lessee is a company and is placed under official management under the corporations law or enters a composition or scheme of arrangement;
 - (g) if the interest of the Lessee under this Lease is taken in execution;

- (h) if the Lessee or any person claiming through the Lessee conducts any business from the leased Premises after the Lessee has committed an act of bankruptcy.
- 23.2 In the circumstances set out in sub clause 23.1, the Lessor may end the Lease by:
- (a) notifying the Lessee that it is ending the Lease; or
 - (b) re-entering the Premises, with force if necessary, and ejecting the Lessee and all other persons from the Premises and repossessing them; or
 - (c) doing both.
- 23.3 If the Lessor ends this Lease under this clause, the Lessee will not be released from liability for any prior breach of this Lease and other remedies available to the Lessor to recover arrears of Rent or for breach of this Lease will not be prejudiced.
- 23.4 If the Lessor ends this Lease under this clause or under clause 22, it may remove the Lessee's property and store it at the Lessee's expense without being liable to the Lessee for trespass, detainment, conversion or negligence. After storing it for at least one month, the Lessor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.
- 23.5 If the Lessor ends this Lease under this clause, it may, besides any other rights and remedies that it might have, recover from the Lessee damages for the loss of the benefit of the rest of this Lease.

24 ACCEPTANCE OF RENT NOT WAIVER

Demand for, or acceptance of Rent or any other moneys due under this Lease by the Lessor after forfeiture does not operate as a waiver of forfeiture.

25 HOLDING OVER BY LESSEE

- (a) On and from the Terminating Date of this Lease, the Lessee shall be entitled with the consent of the Lessor to remain in possession of the Premises on the following terms and conditions:
 - (i) the Lessee shall become a monthly tenant of the Lessor at a monthly rental equivalent to one twelfth of the annual Rent payable at the time of expiration of this Lease;
 - (ii) the Lessee shall comply with and be bound by the terms and conditions of this Lease insofar as the terms and conditions are applicable, provided that the Lessor may from time to time by notice in writing served on the Lessee direct that any particular condition not apply or be amended in the manner set out in the notice.
- (b) The Lessor and the Lessee expressly agree that where any provision of this Lease confers any right, duty, power or obligation on a Party upon the expiration of this Lease and the Lessee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Lessee ceases to be entitled to possession pursuant to this clause.

- (c) The tenancy created by operation of this clause may be determined by the Lessor serving on the Lessee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.
- (d) The tenancy created by operation of this clause may be determined by the Lessee serving on the Lessor a notice stating that as from a date specified in the notice the tenancy is surrendered.

26 LESSEE TO YIELD UP

- 26.1 The Lessee will forthwith upon the expiry or determination of this Lease or any extension of it peaceably vacate the Premises at the Lessee's expense.
- 26.2 The Lessee must:
- (a) unless otherwise provided for in this Lease, remove the Tenant Fixtures and must remove any signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Lessee (other than a notice displayed by the Lessor); and
 - (b) unless otherwise provided for in this Lease, rehabilitate the Premises, (to the extent to which it has been altered or affected by the Lessee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Tenant Fixtures to the reasonable satisfaction of the Lessor; and
 - (c) ensure that when it vacates the Premises, the Premises comply with any Environmental Law to the extent that it did so at the time of granting of this Lease; and
 - (d) leave the Premises in a clean and tidy condition.
- 26.3 Sub-clause 26.2 does not apply unless the Lessor permits the Lessee to carry out any works on the Premises reasonably required in order to comply with the clause.

OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES

27 ADDITIONS AND ALTERATIONS

The Lessee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Lessor, the Minister (unless it has been deemed to have been given under section 2.23 of the CLM Act 2016) and any development consent required under the *Environmental Planning & Assessment Act 1979*. Any additions or alterations consented to by the Lessor and the Minister shall be carried out at the Lessee's expense and in a workmanlike manner.

28 MAINTENANCE OF PREMISES AND ENCLOSED AREAS

The Lessee will keep the Premises clean and tidy and in good order and condition.

29 LESSEE TO ERECT BARRICADES ETC.

Where the Premises or any part of the Premises become to the knowledge of the Lessee (or which ought reasonably to be in the knowledge of the Lessee) unsafe, hazardous or dangerous the Lessee will forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

30 LESSEE NOT TO REMOVE MATERIALS

- (a) The Lessee will not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Lessor and the Minister and subject to such conditions as the Lessor or the Minister may determine.
- (b) Sub clause 30(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Lessee to comply with any condition imposed pursuant to sub clause 30(a) constitutes a failure by the Lessee to comply with a provision or covenant of this Lease.

31 ADVERTISING

- (a) The Lessee must not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Lessor's written consent other than safety signs, in respect of which the Lessor's consent will not be required; and
- (b) The Lessor may at any time by notice in writing require the Lessee to discontinue to use any piece or mode of advertising to which the Lessor has granted consent under sub-clause 31(a) which in the opinion of the Lessor has ceased to be suitable or has become unsightly or objectionable and the Lessee on receipt of the notice must comply accordingly.

32 NOTIFICATION OF ACCIDENT

The Lessee will give to the Lessor prompt notice in writing of any serious accident to any person or accident to the Premises or serious defect at or to the Premises unless that defect or accident is capable of being and is promptly remedied by the Lessee.

33 RODENTS AND VERMIN

The Lessee will take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and will in the event of failing to do so if required by the Lessor but at the cost of the Lessee employ from time to time a duly certified pest exterminator approved by the Lessor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Lessee and any person acting on the Lessee's behalf will not use any substance or undertake any activity prohibited by any law.

34 LESSEE NOT TO BURN OFF

If applicable, the Lessee will not carry out any burning off on the Premises except with the prior consent of the Lessor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the *Rural Fires Act 1997*. Any consent granted in accordance with this condition shall be subject to such reasonable conditions as the Lessor may impose.

35 LESSEE NOT TO COMMIT NUISANCE ETC

The Lessee will not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) do or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Lessor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Premises for any illegal activity.

36 HAZARDOUS SUBSTANCES

The Lessee must not bring on to the Premises or keep any Hazardous Substance on the Premises without the prior consent of the Lessor, which consent shall not be unreasonably withheld.

37 RELICS

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the *National Parks and Wildlife Act 1974* and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Lessee will not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and will take reasonable precautions in drilling excavating or carrying out other operations or works on the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Lessee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Lessee will within 24 hours notify the Lessor and the Chief Executive of the Office of Environment and Heritage of the existence of such relic, place or item.
- (c) The Lessee will not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub clause 37(b) without the approval of the Chief Executive of the Office of Environment and Heritage and the Lessee will observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

38 ARTEFACTS

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Lessor and the Lessee will as authorised by the Lessor watch or examine any excavations and the Lessee will take all reasonable precautions to prevent such articles or things being removed or damaged and will as soon as practicable after discovery thereof notify the Lessor of such discovery and carry out the Lessor's orders as to the delivery up to or disposal of such articles or things at the Lessor's expense.

IMPROVEMENTS AND PLANT

39 OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND TENANT FIXTURES

- (a) Upon expiry or sooner determination of this Lease all Improvements undertaken by the Lessee become the property of the Lessor.
- (b) During the Term and any extension of it, ownership of Tenant Fixtures vests in the Lessee. Notwithstanding anything contained in this Lease, so long as any Rent or other moneys are due by the Lessee to the Lessor or if the Lessee has committed any breach of this Lease which has not been made good or remedied and whether the Lessee is still in possession or not, the Lessee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the leased property.

40 GENERAL REQUIREMENT TO REPAIR

Without prejudice to any specific obligations contained in this Lease the Lessee will to the satisfaction of the Lessor at all times keep the Premises in good repair and properly maintained in all respects.

41 BREAKAGES

The Lessee will immediately at the Lessee's expense make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Lessor occasioned by want of care, misuse or abuse on the part of the Lessee, the Lessee's agents, servants, invitees or licensees.

42 LESSOR'S RIGHT TO ENTER INSPECT AND REPAIR

The Lessor, the Lessor's agents, the Minister and the Minister's delegates may at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when no notice shall be required) and accompanied by the Lessee or an employee or agent of the Lessee enter upon the Premises and view the state of repair of the Premises and may serve upon the Lessee a notice in writing of any defect (the repair of which is the Lessee's obligation under this Lease to undertake) requiring the Lessee within two months to repair the same.

43 INDEMNITIES AND INSURANCE

Definition

For the purposes of clauses 44, 45, 46, 47, 48, 49, 57 and 58 –

Lessor means the Lessor, Her Majesty the Queen Her Heirs and Successors, the State of New South Wales, the Minister and the agents, servants, employees and contractors of Her Majesty, Her Majesty's Heirs and Successors, the State of New South Wales and the Minister.

Claim/s means actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, legal costs, charges and expenses.

44 INDEMNITIES

44.1 Indemnity for use of Premises

- (a) The Lessee indemnifies and keeps indemnified the Lessor from and against all Claims whatsoever to which the Lessor shall or may be or become liable for or in respect of the Lessee's occupation operation and use of the Premises or for or in respect of all Claims of whatsoever nature or kind and howsoever arising (and whether to any property or to any person resulting in the destruction or damage of any property or the death or injury of any person) at or upon the Premises or originating on the Premises, although occurring or sustained outside the Premises, except to the extent that any such Claims:
 - (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Lessor; or
 - (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Lessor is adequately indemnified by that other occupier in respect of the relevant Claim or demand, and the Lessor will use its reasonable endeavours to ensure that an indemnity in or to the effect of this form is contained in any agreement with any other occupier of the Premises.

44.2 Indemnity Continues After Expiration of Lease

The obligations of the Lessee under this clause continue after the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

44.3 Exclusion of Consequential Loss

Despite any other provision of this Lease, both Parties exclude, (and agree that they will have no rights against the other for) liability for consequential or indirect loss arising out of this Lease including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

45 RELEASE OF LESSOR FROM LIABILITY

- (a) The Lessee shall occupy, use and keep the Premises at the risk of the Lessee and hereby releases to the full extent permitted by law the Lessor from all Claims resulting from any accident, damage or injury occurring therein (but excluding such Claims to the extent that such Claims arise out of the negligent or wilful acts omissions or default of the Lessor) and the Lessor shall have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Lessee or any agent or servant of the Lessee or of any member of the public whilst in or upon the Premises (but excluding such Claims to the extent that such Claims arise out of the negligent acts or wilful omissions or default of the Lessor).
- (b) The obligations of the Lessee under this clause shall continue after the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination for which the Lessee is responsible. Such obligation is to be governed by the Statute of Limitations.

46 NO LIABILITY FOR FAILURE OF SERVICES

The Lessor will not be under any liability for any loss, injury or damage sustained by the Lessee or any other person at any time as a result of or arising in any way out of the failure

of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Lessor or enjoyed by the Lessee in conjunction with the Premises or this Lease provided that such failure is not due to the negligent or wilful act or omission of the Lessor its servants or agents.

47 LESSEE NOT TO IMPOSE LIABILITY ON LESSOR

Subject to any other provision of this Lease, the Lessee will not without the written consent of the Lessor or Minister by any act, matter or deed or by failure or omission cause or permit to be imposed on the Lessor or Minister any liability of the Lessee under or by virtue of this Lease even though the Lessee is entitled to do so under any law present or future or otherwise.

48 INSURANCE - PUBLIC RISK

The Lessee will effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 12 of Schedule 1 (or such other amount as the Lessor may from time to time reasonably require) as the amount payable in respect of liability arising out of any one single accident or event. The Lessor acknowledges that the Lessee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

49 PROVISIONS RE POLICIES

- (a) All insurance policies required to be effected by the Lessee pursuant to this Lease are specified in Schedule 3 - Special Conditions and shall be in place prior to occupying the Premises.
- (b) The Lessee will produce to the Lessor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Lessee pursuant to this Lease.
- (c) The Lessee will not at any time during the Term do any act or omit to do any act which it ought reasonably believe may render void or voidable any policy of insurance. If the Lessee does any act or fails to do any act whereby the rate of premium on such insurance shall be liable to be increased, the Lessee will obtain insurance cover for such increased risk and pay all additional premiums required on account of the additional risk caused by the use to which the Premises are put by the Lessee.
- (d) The Lessee will use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

LESSOR'S WARRANTIES AND COVENANTS

50 HAZARDOUS CHEMICALS

The Lessor warrants that it has not received any notices pursuant to the *Contaminated Land Management Act 1997* (NSW).

51 QUIET ENJOYMENT

The Lessor warrants that subject to:

- (a) the Lessor's rights under this Lease;
- (b) the Lessee complying with its obligations under this Lease;

the Lessee may hold and occupy the Premises without undue interference by the Lessor.

LESSOR'S POWERS AND FUNCTIONS

52 APPROVAL BY THE LESSOR

- (a) This clause does not apply to a consent or approval under clause 20.
- (b) In any case where pursuant to this Lease the doing or executing of any act, matter or thing by the Lessee is dependent upon the approval or consent of the Lessor such approval or consent will not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Lessor and may be given subject to such conditions as the Lessor may determine unless otherwise provided in this Lease provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- (c) Any failure by the Lessee to comply with a condition imposed by the Lessor pursuant to sub-clause 52(b) constitutes a failure by the Lessee to comply with a condition of this Lease.

53 OPINION OF THE LESSOR

Any opinion to be formed by the Lessor for the purposes of this Lease may be formed by the Lessor on such grounds and material as the Lessor determines to be sufficient. If the Lessor deems it necessary, such opinion will be formed after consultation with any New South Wales Government Department, the Local Council or other public authority or the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Lessor is deemed to be exercising merely administrative functions.

COMPLIANCE WITH STATUTES AND OTHER INSTRUMENTS

54 LESSEE TO COMPLY WITH ALL COMMONWEALTH AND NSW STATE LAWS

- (a) The Lessee will comply with the requirements of all statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Lessee is bound at law to comply with the same and nothing in this Lease affects this obligation.
- (b) The Lessee will forthwith on being served with a notice by the Lessor comply with any notice or direction served on the Lessor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

55 LESSEE TO COMPLY WITH ENVIRONMENTAL LAWS

In relation to its use of the Premises, the Lessee must, during the Term, and in relation to the Premises:

- (a) comply with relevant Environmental Laws;
- (b) use its best endeavours to prevent a breach of any Environmental Law;
- (c) report any breach even if accidental; and
- (d) provide to the Lessor as soon as reasonably practicable details of notices received by or proceedings commenced against the Lessee pursuant to an Environmental Law:
 - (i) relating to a breach or alleged breach by the Lessee of an Environmental Law; or
 - (ii) requiring the Lessee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

56 LESSEE'S FAILURE TO COMPLY WITH STATUTORY REQUIREMENTS

Where the Lessee breaches any law in relation to its use of the Premises it is taken to breach a condition of this Lease, provided that:

- (a) the Lessee has been found guilty of the breach, and
- (b) the Lessor determines that the breach warrants the Termination of this lease.

57 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION

The Lessee indemnifies and keeps indemnified the Lessor from and against any Claims arising from the non-compliance by the Lessee with any New South Wales or Commonwealth legislation that may apply to the Lessee's use and occupation of the site and access thereto and the Lessee's operation of their business from the site and access thereto.

This clause shall not merge on the expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination.

58 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW

Without prejudice to any other indemnity granted by this Lease, the Lessee indemnifies and keeps the Lessor indemnified against all Claims arising from a breach by the Lessee of any Environmental Law which breach is in relation to the Premises. This clause shall not merge on expiration or other determination of this Lease in respect of any act, deed, matter or thing happening before such expiration or determination.

DISPUTE RESOLUTION

59 PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Lessor and the Lessee are in dispute regarding any matter relating to or arising under this Lease or in respect of any approvals or consents

to be granted by the Lessor (except those approvals or consents where the Lessor has an obligation to act reasonably) to the Lessee hereunder, then either the Lessor or the Lessee may give notice and particulars of such dispute to the other Party.

- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notice, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Lease.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 59(d).
- (g) Notwithstanding the existence of a dispute being dealt with under this clause the Parties must, unless acting in accordance with an express provision of this Lease, continue to perform their obligations under this Lease.

60 NOTICES

60.1 Service of Notice on Lessee

Any notice served by the Lessor on the Lessee must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessee at the address stated in Column 2 of Item 10 of Schedule 1 or such other address as the Lessee notifies in writing to the Lessor; or
- (b) sent by email to the Lessee's email address stated in Column 2 of Item 10 of Schedule 1 or such other address as the Lessee notifies in writing to the Lessor;
- (c) forwarded by prepaid security mail addressed to the Lessee at the address stated in Column 2 of Item 10 of Schedule 1

and every such notice must also be served on the Lessee's solicitors, as they may be nominated from time to time, or such other address as the Lessee's solicitors notify in writing to the Lessor, by any methods identified in clauses 60.1 (a) and (b).

60.2 Service of Notice on Lessor

Any notice served by the Lessee on the Lessor must be in writing and will be sufficiently served if:

- (a) served personally or left addressed to the Lessor at the address stated in Column 2 of Item 11 of Schedule 1 or such other address as the Lessor notifies in writing to the Lessee; or
- (b) sent by email to the Lessor's email address stated in Column 2 of Item 11 of Schedule 1 or such other address as the Lessor notifies in writing to the Lessee;
- (c) forwarded by prepaid security mail addressed to the Lessor at the address stated in Column 2 of Item 11 of Schedule 1

and every such notice must also be served on the Lessor's solicitors, as they may be nominated from time to time, or such other address as the Lessor's solicitors notify in writing to the Lessee, by any methods identified in clauses 60.1 (a) and (b).

60.3 Notices

- (a) Any notice served by the Lessor or the Lessee under this Lease will be effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Lessor or by the Lessee to the other.
- (b) Any notice sent by prepaid security mail will be deemed to be served at the expiration of 2 Business Days after the date of posting.

MISCELLANEOUS

61 NO MORATORIUM

Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

62 NO WAIVER

No waiver by a Party of any breach of any covenant obligation or provision in this Lease either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Lease contained or implied. None of the provisions of this Lease shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

63 NO MERGER

Nothing in this lease merges, postpones, extinguishes, lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Lease or under any other agreement.

64 COUNTERPARTS

- (a) A Party may execute this lease by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

65 CONTACT PERSON

The Lessor and the Lessee each must nominate a person to contact about matters arising under this Lease. The person so nominated is the person referred to in Column 2 of Items 13 and 14 of Schedule 1 or such other person as the Lessor nominates in writing to the Lessee and the Lessee nominates in writing to the Lessor from time to time.

66 APPLICABLE LAW

This Lease shall be construed and interpreted in accordance with the law of New South Wales.

67 NO HOLDING OUT

The Lessee will not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Lessor nor shall the Lessee act as or represent itself to be the servant or agent of the Lessor.

68 WHOLE AGREEMENT

- (a) The provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise will be deemed to be implied in this Lease or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Lease.
- (c) The existence of any such implication or collateral or other agreement is hereby negated.

69 SPECIAL CONDITIONS

The Special Conditions set out in Column 2 of Item 16 of Schedule 1 apply and form part of this Lease.

SCHEDULE 1

Item	Clause	Column 1	Column 2
1	2	Commencing Date	1 March 2025
2	7	Term	Five (5) years
3	21	Terminating Date	28 February 2030
4	8	Permitted Use	A golf links course for playing golf and other forms of sport and for the recreation of its members and for any associated purposes approved by the Lessor.
5	9	Initial Rent (to be paid by Lessee)	\$ per annum excluding GST
6	9	Market Rent Rent Rebate (if any)	\$ per annum excluding GST and 0% per annum including GST rent rebate
7	9	Due Date	On or by 30 June 2025
8	9	Market Rent Review Date	Three (3) years from Commencing Date and every three (3) years thereafter and at the end of the lease period.
9	18	Address for Payment of Rent [OPTIONAL] Electronic Funds Transfer details for payment of rent	Muswellbrook Shire Council, Campbell's Corner, 60-82 Bridge Street, Muswellbrook NSW 2333 Name of financial institution: Westpac BSB: 032 616 Acc no: 117 684 Account in name of: Muswellbrook Shire Council
10	60	Lessee's address for Service of Notices	Bell Street, Muswellbrook NSW 2333 Attention: Daryl Egan Phone: 02 6543 1767 Email: daryl@muswellbrookrsl.com.au
11	60	Lessor's address for Service of Notices	60-82 Bridge Street, Muswellbrook NSW 2333 Attention: Invoices Phone: 02 6549 3703 Email: invoices@muswellbrook.nsw.gov.au

12	48	Public Risk Insurance amount	\$20 Million
13	65	Lessor's Contact Person	Name: Matthew Lysaught Phone: 02 6549 3700 Email: matthew.lysaught@muswellbrook.nsw.gov.au
14	65	Lessee's Contact Person	Name: Daryl Egan Phone: 02 6543 1767 Email: daryl@muswellbrookrsl.com.au
15	5	Essential Conditions	1.1, 1.2, 7, 8, 9, 11, 12, 20, 21, 27, 28, 40, 44, 45, 47, 48, 49, 54, 56
16	69	Special Conditions	The special conditions as set out in Schedule 3

End of Schedule 1

SCHEDULE 2

Part 1
Particulars of the Reserve

Reserve No.	Whole - 1010588
Reserve Purpose	Public Recreation
Date Gazetted	3/12/2003
Lots & DPS	Whole – Lot 264 DP 1030447
Parish	Rowan and Brougham
County	Durham
Town	Muswellbrook
LGA	Muswellbrook Shire
Area	32.39 ha2

Part 2
Description of the Premises (leased area)

Part/Whole Lot in Deposited Plan	Whole – Lot 264 DP 1030447
Area	32.39 ha2
Commencement Date	1 March 2025
Expiry Date	28 February 2030
Initial Rent	\$ excluding GST for 2024/25 FY to increase annually with CPI
Plan	Plan attached and marked as “A”
Description of any structures	Various operational sheds
Third Party Exclusive Area	N/A
Enclosed Area (where land is, or is intended to be fenced)	32.39 ha2 i.e. entire boundary

SCHEDULE 3

70. SPECIAL CONDITION 1 – ACCESS TO MUSWELLBROOK SHIRE COUNCIL

Muswellbrook Shire Council staff, contractors and authorised persons are to be granted access for the establishment and maintenance of Council's and community' assets, including but not limited to water and wastewater assets, and natural and riparian areas.

71. SPECIAL CONDITION 2 – ACCESS TO PUBLIC PEDESTRIANS

Access to public must be provided for pedestrians to follow a path along Muscle Creek traversing the lot. Pedestrians accessing the area do so at their own risk and must obey reasonable directional signs installed by the Golf Club.

Dated this _____ day of June, 2025

Muswellbrook Shire Council was
affixed in the presence of:

Muswellbrook Golf Club

Signature

First Signatory

Print Name

Print Name

Office Held

Office Held

SIGNED BY THE LESSEE in the
presence of

Second Signatory

Signature of Witness

Print Name

Print Name

Office Held

Plan 'A'





**muswellbrook
shire council**

LICENCE AGREEMENT

BETWEEN

MUSWELLBROOK SHIRE COUNCIL

AND

MUSWELLBROOK GOLF CLUB

AGREEMENT dated 1 June 2025

BETWEEN MUSWELLBROOK SHIRE COUNCIL ABN 86 864 180 944 ("Licensor")

AND MUSWELLBROOK GOLF CLUB LIMITED ABN 72 001 025 430 ("Licensee")
of.

THE PARTIES AGREE AS FOLLOWS.

1 BACKGROUND

- a. The Land is classified as a public road in accordance with the Roads Act.
- b. Council is the Roads Authority with respect to the Land.
- c. The Licensee is the registered proprietor of the Property.
- d. The Property adjoins the Land.
- e. At the request of the Licensee, the Licensor has agreed to grant a licence of the Land to the Licensee and the Licensee has agreed to accept the grant of a licence from the Licensor on the terms set out in this Licence.

2 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

The Road Reserve

Under the provisions of the Roads Act, 1993 (NSW) the Licensor has vested in it an estate of fee simple of that part of the public road known as Bell Street adjoining the front of Muswellbrook Golf Club, Bell Street, Muswellbrook (hereinafter called the "road reserve").

Agreement to Licence

In consideration of the fees and covenants on the part of the Licensee, the Licensor hereby agrees to grant to the Licensee, and the Licensee agrees to accept from the Licensor a licence to use and occupy that portion of the Land and/or building, being that described as:

Use of the road reserve of the public road known as Bell Street, adjoining the front of Muswellbrook Golf Club, Bell Street, Muswellbrook NSW ("the reserve") for the Permitted Use.

Council as an Authority

The parties acknowledge that Council is an Authority with statutory rights and obligations pursuant to the terms of the Local Government Act 1993 (NSW), Roads Act 1993 (NSW) and the Environmental Planning & Assessment Act 1979 (NSW).

3 DEFINITIONS

In this Licence unless the contrary intention appears:

Access Plan means the drawing annexed to each Premises Appendix depicting the Premises and a description of the route of access to the Enclosed Area.

Base Annual Rent means:

- (a) the Initial Rent where the rent has not been redetermined or adjusted in accordance with sub-clauses 13.4 or 13.5 ; or
- (b) in any other case - the Rent as last redetermined or adjusted in accordance with those provisions;

Business Day means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

Commencement Date means the date referred in Column 2 of Item 16 of Schedule 1;

Consumer Price Index Number means in relation to a quarter the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician;

Due Date means the date for payment of Rent under this Licence as is specified in Column 2 of Item 6, of Schedule 1;

Enclosed Area means the fenced area (which comprises the Premises and Third Party Exclusive Areas) described in each Premises Appendix as the Enclosed Area and shown on the Plan annexed to each Premises Appendix where land is, or is intended to be fenced;

Environmental Law means any law or state protection policy incorporated by reference to or being part of any Law relating to protection of the environment;

Expiry Date means the date referred to in Column 2 of Item 17 of Schedule 1;

"GST", "taxable supply", "consideration", "tax invoice" and "GST amount" have the meanings given to those terms in A New Tax System (Goods and Services Tax) Act 1999;

Hazardous Substance means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

Improvements means any structure of a permanent nature attached to the land;

Initial Rent means the Rent payable under this Licence in respect of each Premises as is specified in Column 2 of Item 5 of Schedule 1;

Law includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

Licence means this licence including all Schedules and Annexures hereto;

Licensee means the licensee referred to in Column 2 of Item 2, of Schedule 1;

Licensor means the licensor referred to in Column 2 of Item 1 of Schedule 1.

Market Rent means the Rent as specified in Column 2 of Item 3, of Schedule 1 that would reasonably be expected to be paid for the site if it were offered for the same or a substantially similar use to which the site may be put under the Licence;

Market Rent Review Date means the date described as such in Column 2 of Item 8, of Schedule 1 and expressed as an absolute dollar or as a percent of the Market Rent;

Party/Parties means the parties to this Licence;

Premises means the land and/or the buildings described in the Premises Appendix and on the plan annexed thereto;

Permitted Use means the use shown in Column 2 of Item 15, of Schedule 1;

Rent means the Base Annual Rent calculated and payable upon each Due Date less any Rent Rebate granted to the Licensee together with all other payments due to be paid by the Licensee as Rent under this Licence;

Rent Rebate means such amount as specified in Column 2 of Item 4 of Schedule 1 given to the Licensee from the Licensor as per clause 13.6 as expressed either as an absolute dollar value or a percentage of the market value;

Roads Act means the Roads Act 1993 (NSW).

Roads Authority as defined in the Roads Act.

Sub-Licensee means a person who holds a sub-licence of any part of the Premises from the Licensee in accordance with the provisions of this Licence;

Tenant Fixtures means any plant or equipment, fittings or improvements in the nature of fixtures brought onto the Premises by, or on behalf of, or at the request of, the Licensee;

Term means the term of operation of this Licence in relation to the Premises;

Term of Agreement means the figure set out in Column 2 of Item 18, of Schedule 1;

Third Party Exclusive Areas means those areas that are exclusively for the use of third parties as shown on the Plan annexed to each Premises Appendix.

4 CONSTRUCTION

3.1 This Licence shall be constructed in accordance with this clause unless the context requires otherwise;

3.1.1 Plurals

Words importing the singular include the plural and vice versa;

3.1.2 Gender

Words importing any gender include the other gender;

3.1.3 Persons

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation and a government;
and
- (b) the legal personal representatives, successors and assigns of that person;

3.1.4 Headings

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in constructing this Licence;

3.1.5 Clauses and sub-clauses

- (a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs and other components which form part of the clause referred to;
- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to;

3.1.6 Time

A reference to time is a reference to local Sydney time;

3.1.7 Money

A reference to \$ or dollars is a reference to the lawful currency of Australia;

3.1.8 Defined Terms

If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word;

3.1.9 Writing

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form;

3.1.10 Contra Preferentum

No rules of construction shall apply to the disadvantage of any Party responsible for preparation of this Licence or any part of it;

3.1.11 Statutes

A reference to a Statute, Act, legislation, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority;

3.1.12 Licence

A reference to this Licence shall include any extension or variation of this Licence;

3.1.13 Priorities

If an inconsistency occurs between the provisions of this Licence and the provisions of a licence granted in accordance with this Licence, the provisions of this Licence shall prevail.

3.2 Warranties and Undertakings

- (a) The Licensee warrants that it:
 - (i) has relied only on its own inquiries about this Licence; and
 - (ii) has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee shall comply on time with undertakings given by or on behalf of the Licensee.

3.3 Further Assurances

Each Party must do everything necessary to give full effect to this Licence.

- (a) Pursuant to clause 7, this Licence and any other agreement subsidiary to this Licence continue in full force and effect.

3.4 Relationship of Licensor and Licensee

Nothing contained or implied in this Licence shall be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Licensor and the Licensee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Licensee and the Licensor or either of them will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions only as provided in this Licence.

3.5 Time to be of the Essence

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

4 SEVERABILITY

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

5 ESSENTIAL CONDITIONS OF LICENCE

The Licensor and the Licensee agree that the clauses specified in Column 2 of Item 21 of Schedule 1 are essential conditions of this Licence.

6 PERMITTED USE

6.1 Grant of Licence

The Licensor grants to the Licensee a right to occupy the area delineated on the plan annexed to the Premises Appendix for the Permitted Use.

6.2 Permitted Use only

The Licensee shall not:

- (a) use the Premises;
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),

for any purpose other than the Permitted Use specified or referred to in Column 2 of Item 15 of Schedule 1.

6.3 No exclusive possession

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

7 COMMENCEMENT OF LICENCE AND TERM

This Licence shall commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 16, of Schedule 1 and subject to clauses 10 and 11 shall continue in force until the Expiry Date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 17, of Schedule 1.

8 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS

8.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:

- (a) a right to purchase or lease any part of the Premises; or
- (b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.

8.2 Subject to any other provisions of this Licence the Licensee shall not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor.

9 LICENSEE TO YIELD UP

9.1 The Licensee shall forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.

9.2 The Licensee shall:

- (a) remove all Licensee Fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
 - (b) rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and
 - (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
 - (d) leave the Premises in a clean and tidy condition.
- 9.3 Sub-clause 9.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

10 TERMINATION OF LICENCE ON DEFAULT

- 10.1 The Licensor may terminate this Licence in the manner set out below in the following circumstances:
- (a) if the Rent or any part of it or any moneys owing to the Licensor under the Licence is or are in arrears for one month, whether formally demanded or not;
 - (b) if the Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
 - (c) if defects notified under a provision of this Licence are not remedied within the time specified in the notice;
 - (d) if the Licensee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
 - (e) if the Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
 - (f) if the Licensee is a company and is placed under official management under corporations law or enters a composition or scheme of arrangement;
 - (g) if the interest the Licensee has under this Licence is taken in execution;
 - (h) if the Licensee or any person claiming through the Licensee conducts any business from the licenced Premises after the Licensee has committed an act of bankruptcy.
- 10.2 In the circumstances set out in sub-clause 10.1 the Licensor may end this Licence by:
- (a) notifying the Licensee that it is ending the Licence; or
 - (b) re-entering the Premises, with force if necessary, and ejecting the Licensee and all other persons from the Premises and repossessing them; or

(c) doing both.

10.3 If the Licensor ends this Licence under this clause, the Licensee shall not be released from liability for any prior breach of this Licence and other remedies available to the Licensor to recover arrears of Rent shall not be prejudiced.

10.4 If the Licensor ends this Licence under this clause or the Licence terminates under clause 10, the Licensor may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detainment, conversion or negligence. After storing it for at least one month, the Licensor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.

11 ACCEPTANCE OF RENT NOT WAIVER

Demand or acceptance of Rent or any other moneys due under this Licence by the Licensor after termination does not operate as a waiver of the termination.

12 HOLDING OVER BY LICENSEE

(a) At the end of the Term of Agreement as specified in Column 2 of Item 18 of Schedule 1, the Licensee shall be entitled with the consent of the Licensor to remain in possession of the Premises on the following terms and conditions:

(i) the Licensee shall become a monthly tenant of the Licensor at a monthly rental equivalent to one twelfth proportion of the annual Rent payable at the time of expiration or sooner determination of this Licence;

(ii) the Licensee shall comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Licensor may from time to time by notice in writing served on the Licensee direct that any particular condition not apply or be amended in the manner set out in the notice.

(b) The Licensor and the Licensee expressly agree that where any provision of this Licence confers any right, duty, power or obligation on a Party upon the expiration or determination of this Licence or on the Expiry Date and the Licensee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Licensee ceases to be entitled to possession pursuant to this clause.

(c) The tenancy created by operation of this clause may be determined by the Licensor serving on the Licensee a notice to quit. The notice shall take effect at the expiration of the period of one month from the date of service of the notice or such further period as may be specified in the notice.

(d) The tenancy created by operation of this clause may be determined by the Licensee serving on the Licensor a notice stating that as from a date specified in the notice the tenancy is surrendered.

13 LICENSEE'S RENT AND OUTGOINGS

13.1 Licensee to Pay Rent

The Licensee covenants with the Licensor that the Licensee shall during the whole of the Term of Agreement and any extension of it pay the Rent to the Licensor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

13.2 Goods and Services Tax

- (a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax invoice, the Licensee shall pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.
- (b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable by the Licensor as a result of default by the Licensor in complying with the GST Law.

13.3 Rent and Adjusted Rent

The Licensee shall pay to the Licensor on the Commencement Date the Initial Rent and thereafter must pay on each Due Date, Rent in advance adjusted as provided in sub-clauses 13.4 and 13.5.

13.4 Calculation of Annual Rental Adjustment

- (a) On each anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$
 where:
 R represents the Base Annual Rent following adjustment under this clause;
 B represents the Base Annual Rent before adjustment under this clause;
 C represents the Consumer Price Index Number for the last quarter for which such a number was published before the Due Date; and
 D represents the Consumer Price Index Number for the last quarter of the last adjustment of Rent for which such a number was published.
- (b) In the event that such index be discontinued or abolished the Licensor may at his absolute discretion nominate another Index.
- (c) If the reference base for the Consumer Price Index is changed regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.

- (d) Any Rent adjusted under this sub-clause shall be adjusted to the nearest whole dollar.
- (e) An adjustment of Rent made under this clause shall take effect on its Due Date, notwithstanding that any Rent notice to the Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.

13.5 Market Rent Review

- (a) In addition to the Rent adjustment provided for in clause 13.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the Market Rent on that date with effect on and from each Market Rent Review Date by the Licensor;
- (b) A redetermination of Rent for the purposes of sub-clause 13.5(a) shall be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date specified or referred to in Column 2 of Item 8 of Schedule 1.
- (c) Where the Licensor does not redetermine the Rent as provided for in sub-clause 13.5(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date shall be postponed by reason of the operation of this clause.
- (d) A redetermination of Rent made under sub-clause 13.5(a) or 13.5(c) shall take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (or where the said Due Date and the date of issue of the notice of redetermination are the same, then that date) even if the Licensee wishes to dispute the redetermination.

13.6 Rent Rebate for Charitable or Non Profit Organisations

- (a) At the absolute discretion of the Licensor, the Licensor may determine that the Licensee is entitled to a Rent Rebate on the basis that the Licensee is a recognised charitable or non-profit organisation.
- (b) Subject to sub-clause 13.6(a), the Rent is calculated by subtracting the Rent Rebate from the Base Annual Rent.
- (c) Where the Licensee is not entitled to a Rent Rebate, the Base Annual Rent applies.

14 CONTINUING OBLIGATION

The obligation of the Licensee to pay Rent is a continuing obligation during the Term of Agreement and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

15 NO REDUCTION IN RENT

Subject to this Licence the Licensee shall not without the written consent of the Licensor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent reserved or imposed by this Licence. However, if at any time during the Licence:

- (a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Licensee; and
- (b) as a result of the damage caused by the natural disaster or other serious event, the Licensee is not able to use the Premises in a reasonable manner,

the Licensee's obligations to pay Rent shall abate to the extent proportional to the effect on the Licensee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Licensee is able to conduct the Licensee's activities and/or occupy the Premises in a reasonable manner.

16 LICENSEE TO PAY RATES

- 16.1 The Licensee shall when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) rates, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises and referred to in Column 2 of Item 19, of Schedule 1.
- 16.2 Where the Licensor requires evidence for such payments the Licensee shall produce such evidence within ten Business Days after the respective due dates for payment.
- 16.3 In the case where such rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.

17 LICENSEE TO PAY OTHER CHARGES

The Licensee shall pay all other fees, charges and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term of Agreement payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.

18 LICENSEE TO PAY FOR SERVICES

The Licensee shall as and when the same become due for payment pay to the Licensor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Licensee or consumed in or on the Premises, by the Licensee and referred to in Column 2 of Item 20, of Schedule 1.

19 LICENSEE TO PAY COST OF WORK

Whenever the Licensee is required under this Licence to do or effect any act, matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk, cost and expense of the Licensee.

20 COSTS PAYABLE BY LICENSEE TO LICENSOR

Except when law limits costs being recovered from a Licensor by a Licensee, the Licensee shall pay in full the Licensor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly

and in good faith by the Licensor in consequence of or in connection with or incidental to:

- (a) the preparation and completion of this Licence;
- (b) any variation of this Licence made otherwise than at the request of the Licensor;
- (c) any application for the consent of the Licensor if applicable under this Licence;
- (d) any and every failure to comply breach or default by the Licensee under this Licence;
- (e) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- (f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed;
- (g) any entry, inspection, examination, consultation or the like which discloses a breach by the Licensee of any covenant of this Licence;
- (h) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

21 COSTS PAYABLE BY LICENSOR

The Licensor shall pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Licensee.

22 INTEREST ON OVERDUE MONEYS

The Licensee shall pay interest to the Licensor on any moneys due and payable under this Licence or on any judgment in favour of the Licensor in an action arising from this Licence until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Licensor's Bank for the time being as its benchmark rates for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest shall accrue and be calculated daily.

23 MANNER OF PAYMENT OF RENT AND OTHER MONEYS

The Rent and other moneys payable in accordance with this Licence shall be paid to the address or bank account specified in Column 2 of Item 9, of Schedule 1 or to such other person or at such other address as the Licensor may from time to time direct by notice in writing served on the Licensee.

24 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES

24.1 Access

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee shall have unfettered and free access to and from, the Premises at all times, provided however that:

- (a) The Licensee shall strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee;
- (b) If the Licensee has shown the position of its intended access on the Access Plan and described the nature of the activity to be conducted on the land at those positions, then in respect of that access, the Licensor shall not require further notice;
- (c) The Licensee as far as is practicable, shall be required to use existing access tracks to, from, within and surrounding the Premises;

24.2 Entry by the Public

The Licensee shall allow the public to have right of access over that part of the Premises as specified in Column 2 of Item 22, of Schedule 1 and any such part of the Premises shall be suitably signposted. Otherwise the Licensee may prohibit unauthorised entry to the remainder of the Premises. If required by the Licensor plans showing the areas where public access is authorised and unauthorised shall be displayed in a prominent location at the entrance to the Premises.

24.3 Additions and Alterations

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor, **MUSWELLBROOK SHIRE COUNCIL**. Any additions or alterations consented to by the Licensor shall be carried out at the Licensee's expense.

24.4 Maintenance of Premises and Enclosed Areas

The Licensee shall keep the Premises, and shall ensure that the Premises are kept clean and tidy and in good order and condition, having regard to the extent of the Licensee's occupation of the Premises under this Licence. Maintenance is including but not limited to: Reactive and proactive maintenance and acts to keep and maintain the road in a safe and serviceable condition.

24.5 Licensee to erect barricades etc.

Where the Premises or any part of the Premises become to the knowledge of the Licensee (or which ought reasonably to be in the knowledge of the Licensee) unsafe, hazardous or dangerous the Licensee shall forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

24.6 No residence on Premises,

The Licensee shall not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

24.7 Licensee not to remove material

- (a) The Licensee shall not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in

writing of the Licensor and subject to such conditions as the Licensor may determine.

- (b) Sub-clause 24.7(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any Improvement authorised by or under this Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 24.7(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

24.8 Licensee not to burn off

The Licensee shall not carry out any burning off on the Premises except with the prior consent of the Licensor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the Rural Fires Act 1997. Any consent granted in accordance with this clause shall be subject to such reasonable conditions as the Licensor may impose.

24.9 Rodents and Vermin

The Licensee shall take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and shall in the event of failing to do so if required by the Licensor employ from time to time a duly certified pest exterminator at cost of the Licensee and as approved by the Licensor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Licensee and any one acting on the Licensee's behalf shall not use any substance or undertake any activity prohibited by any legislation.

25 ADVERTISING

- (a) The Licensee shall not permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- (b) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 25(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.

26 NOTIFICATION OF ACCIDENT

The Licensee shall give to the Licensor prompt notice in writing of any serious accident or serious defect at or in the Premises or any part of them unless the defect or accident is capable of being and is promptly remedied by the Licensee.

27 LICENSEE NOT TO COMMIT NUISANCE ETC

The Licensee shall not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) carry on or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Licensor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Premises for any illegal activity.

28 HAZARDOUS SUBSTANCES

The Licensee shall not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

29 RELICS

- (a) Unless authorised to do so by a permit under section 87 or a consent under section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent the Licensee shall not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- (b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee shall within 24 hours notify the Licensor and the Director-General of the Department of Environment and Conservation of the existence of such relic place or item.
- (c) The Licensee shall not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub- clause 29(b) without the approval of the Director-General of the Department of Environment and Conservation and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

30 ARTEFACTS

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Licensor and the Licensee shall as authorised by the Licensor watch or examine any excavations and the Licensee shall take all reasonable precautions to prevent such articles or things being removed or damaged and shall as soon as practicable after discovery thereof notify the Licensor of such discovery and carry out the Licensor's orders as to the delivery up to or disposal of such articles or things at the Licensor's expense.

31 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS

- (a) During the Term of Agreement and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in possession or not, the Licensee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the Licenced property.
- (b) Upon expiry of the Licence all Improvements undertaken by the Licensee become the property of the Licensor.

32 GENERAL REQUIREMENT TO REPAIR

Without prejudice to the specific obligations contained in this Licence the Licensee, at its own cost and expense, shall to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

33 BREAKAGES

The Licensee shall immediately at the Licensee's expense make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

34 INDEMNITIES AND INSURANCE

34.1 Indemnity for use of Premises

- (a) The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor shall or may be or become liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:
 - (i) arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; or
 - (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor shall use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

34.2 Indemnity Continues After Expiration of Licence

The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

34.3 Exclusion of Consequential Loss

Despite any other provision of this Licence, both Parties exclude, and agree that they shall have no rights against the other for liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

35 INSURANCE - PUBLIC RISK

The Licensee shall effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 12, of Schedule 1 or such other amount as the Licensor may from time to time reasonably require as the amount payable in respect of liability arising out of any one single accident or event. The Licensor acknowledges that the Licensee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

36 PROVISIONS RE POLICIES

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee shall produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Licensee pursuant to this Licence.
- (c) The Licensee shall not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee shall obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee shall use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

37 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION

The Licensee shall indemnify and keep indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the

non-compliance by the Licensee with any New South Wales or Commonwealth legislation that may apply to the Licensee's use and occupation of the site and access thereto and the Licensee's operation of their business from the site and access thereto.

This clause shall not merge on the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

38 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW

Without prejudice to any other indemnity granted by this Licence, the Licensee shall indemnify and keep the Licensor indemnified against all claims whatsoever arising from a breach by the Licensee of any Environmental Law which breach is in relation to the Premises. This clause shall not merge on expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

39 NO LIABILITY FOR FAILURE OF SERVICES

The Licensor shall not be under any liability for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or wilful act or omission of the Licensor its servants or agents.

40 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR

Subject to any other provision of this Licence, the Licensee shall not without the written consent of the Licensor by any act, matter or deed or by failure or omission cause or permit to be imposed on the Licensor any liability of the Licensee under or by virtue of this Licence even though the Licensee is entitled to do so under any law present or future or otherwise.

41 RELEASE OF LICENSOR FROM LIABILITY

- (a) The Licensee shall occupy, use and keep the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or wilful acts omissions or default of the Licensor and the Licensor shall have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or wilful omissions or default of the Licensor.
- (b) The obligations of the Licensee under this clause shall continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

42 LICENSOR'S WARRANTIES AND COVENANTS

42.1 Hazardous Chemicals

The Licensor warrants that it has not received any notice pursuant to the Environmentally Hazardous Chemical Act, 1985 (NSW).

43 LICENSOR'S POWERS AND FUNCTIONS

43.1 Approval by Licensor

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent shall not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 43.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

44 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS

44.1 Proportionate Liability

Part 4 of the Civil Liability Act 2002 (NSW) does not apply to this Licence.

44.2 Licensee to Comply with all Commonwealth and NSW State Laws

- (a) The Licensee shall comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee shall forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

44.3 Licensee to Comply with Environmental Laws

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, and in relation to the Premises:

- (a) comply with relevant Environmental Law;
- (b) use its best endeavours to prevent a breach of any Environmental Law;

- (c) report any breach even if accidental; and
- (d) provide to the Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
 - (i) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
 - (ii) requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

44.4 Licensee's Failure to Comply with Statutory Requirements

Where the Licensee breaches any law in relation to its use of the Premises it is taken to breach a condition of the Licence, provided that:

- (a) the Licensee has been found guilty of the breach, and
- (b) the Licensor determines that the breach warrants the termination of the Licence.

45 NOTICES

45.1 Service of Notice on Licensee

Any notice served by the Licensor on the Licensee must be in writing and shall be sufficiently served if:

- (a) served personally or left addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- (b) sent by email to the Licensee's email address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor;
- (c) sent by facsimile to the Licensee's facsimile number stated in Column 2 of Item 10, of Schedule 1 or such other number as the Licensee notifies in writing to the Licensor; or
- (d) forwarded by prepaid security mail addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1;

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address or facsimile number as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in subclauses 45.1 (a), (b) and (c).

45.2 Service of Notice on Licensor

Any notice served by the Licensee on the Licensor must be in writing and shall be sufficiently served if:

- (a) served personally or left addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee; or
- (b) sent by email to the Licensor's email address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee;
- (c) sent by facsimile to the Licensor's facsimile number stated in Column 2 of Item 11, of Schedule 1 or such other number as the Licensor notifies in writing to the Licensee; or
- (d) forwarded by prepaid security mail addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1

and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address or facsimile number as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in subclauses 45.2 (a), (b) and (c).

45.3 Notices

- (a) Any notice served by the Licensor or the Licensee under this Licence shall be effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor or by the Licensee to the other.
- (b) Any notice sent by prepaid security mail shall be deemed to be served at the expiration of 2 Business Days after the date of posting.
- (c) Any notice sent by facsimile machine shall be deemed to be served on the first Business Day after the date of transmission (provided that the sending Party receives a facsimile machine verification report indicating that the notice has been transmitted).

46 PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.
- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance

reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.

- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 46(d).
- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

MISCELLANEOUS

47 NO MORATORIUM

Any present or future legislation which operates to vary obligations between the Licensee and the Licensor, except to the extent that such legislation is expressly accepted to apply to this Licence or that its exclusion is prohibited, is excluded from this Licence.

48 NO WAIVER

No waiver by a Party of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

49 NO MERGER

Nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Licence or under any other agreement.

50 COUNTERPARTS

- (a) A Party may execute this Licence by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

51 CONTACT PERSON

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Column 2 of Items 13 and 14, of Schedule 1 or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

52 APPLICABLE LAW

This Licence shall be construed and interpreted in accordance with the law of New South Wales.

53 NO HOLDING OUT

The Licensee shall not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor nor shall the Licensee act as or represent itself to be the servant or agent of the Licensor.

54 WHOLE AGREEMENT

- (a) The provisions contained in this Licence expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise shall be deemed to be implied in this Licence or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Licence.
- (c) The existence of any such implication or collateral or other agreement is hereby negated.

55 SPECIAL CONDITIONS

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

SCHEDULE 1

Item	Clause	Column 1	Column 2
1	2	Licensors	Muswellbrook Shire Council ABN 86 864 180 944
2	2	Licensee	Muswellbrook Golf Club Limited ABN 86 864 180 944
3	2	Market Rent	\$
4	2	Rent Rebate	Nil
5	2	Initial Rent	
6	2	Due Date	Annually on or before 20 December
7	13.4	Annual Rental Adjustment	On each anniversary of the Commencement Date. The rental to be indexed in accordance with the CPI.
8	13.5	Market Rent Review Date	Not applicable
9	23	Address for Payment of Rent [OPTIONAL] Electronic Funds Transfer details for payment of rent	Muswellbrook Shire Council PO Box 122, Muswellbrook NSW 2333 Name of financial institution: WESTPAC BANKING CORPORATION BSB: 032-616 Account No: 117684 Account in name of: MUSWELLBROOK SHIRE COUNCIL
10	45.1	Licensee's address for Service of Notices	Bell Street, Muswellbrook NSW 2333 Attention: Daryl Egan Phone: 02 6543 1767 Email: daryl@muswellbrookrsl.com.au
11	45.2	Licensors address for Service of Notices	Muswellbrook Shire Council 60-82 Bridge Street, Muswellbrook NSW 2333 Attention: Invoices Phone: 02 6549 3700 Facsimile: 02 6549 3701 Email: council@muswellbrook.nsw.gov.au
12	35	Public Risk Insurance amount	\$20 Million

Item	Clause	Column 1	Column 2
13	51	Licensor's Contact Person	Mardi Eriksson – 02 6549 3716
14	51	Licensee's Contact Person	Daryl Egan – 02 6543 1767
15	6	Permitted Use	Car Parking
16	7	Commencement Date	1 July 2024
17	7	Expiry Date	1 July 2025
18	2	Term of Agreement	One (1) year
19	16	Licensee to Pay Rates	Not applicable
20	18	Licensee to Pay for Services	Not applicable
21	5	Essential Conditions of Licence	Clauses 6.2, 6.3, 8, 13, 32, 35, 36, 37, 44.2, 44.4
22	24.2	Entry by the public	Exclusive use as per Permitted Use (Item 15, Column 2)

End of Schedule 1

SCHEDULE 2 : Special Conditions

54. SPECIAL CONDITION 1 – ACCESS TO MUSWELLBROOK SHIRE COUNCIL

Muswellbrook Shire Council staff, contractors and authorised persons are to be granted access for the establishment and maintenance of Council's and community' assets.

55. SPECIAL CONDITION 2 – ACCESS TO PUBLIC CAR PARKING

The carpark shall be accessible to the public as parking.

End of Schedule 2

Executed as a deed by the parties on the date set out at the commencement of this Agreement.

Dated this _____ day of _____, 2025

XXXX XXXXX

MUSWELLBROOK SHIRE COUNCIL

Signature

Signature

Print Name

Print Name

Office Held

Office Held

SIGNED BY THE LICENSEE in the
presence of

SIGNED BY THE LICENSOR in the
presence of

Signature of Witness

Signature of Witness

Print Name

Print Name

PREMISES APPENDIX

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE MUSWELLBROOK SHIRE COUNCIL AND MUSWELLBROOK GOLF CLUB IN ACCORDANCE WITH THE PROVISIONS OF THIS LICENCE AGREEMENT FOR THE PERMITTED USE [Column 2 of Item 15 of Schedule 1], THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

Descriptions of Land

Parish	Rowan
County	Durham
Locality	Muswellbrook
Deposited Plan	Road Reserve – Bell Street
Commencement Date	1 July 2024
Expiry Date	30 June 2025
Initial Rent	\$604.00 (including GST) per year
Plan	Plan attached and marked as “A”
Third Party Exclusive Area	N/A
Enclosed Area	N/A

PREMISES APPENDIX – Plan A



**10.3.4. Victoria Park - Telstra Lease**

Responsible Officer:	General Manager
Author:	Property Officer – Community, Sport and Recreation
Community Strategic Plan:	5 - <i>Community Infrastructure</i> Effective and efficient infrastructure that is appropriate to the needs of our community
Delivery Program:	Not Applicable
Operational Plan:	5.1.1.1 - Continually improve development outcomes for infrastructure to meet the needs of the community.
Attachments:	1. 1086324 Victoria Park Muswellbrook Part Lot 18 Dp 1075238 Telstra Corporation 20240605-20290604 Non [10.3.4.1 - 30 pages]

PURPOSE

To inform Council that the required notification period has been observed regarding the lease renewal agreement with Telstra Corporation Limited for the telecommunications tower on Council owned and managed community land, being Victoria Park, Muswellbrook.

OFFICER'S RECOMMENDATION

The information contained in the report be noted.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

Council, as the Lessor, will proceed with finalising the 5-year lease renewal with Telstra Corporation Limited, as the Lessee.

CONSULTATION

Property Officer – Community, Sport and Recreation
Manager – Property and Building Services
Director Infrastructure & Property

REPORT

The location of the Telstra 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 as applicable.

In accordance with section 47A of the Local Government Act 1993 (NSW), the lease renewal has been notified and exhibited in the manner prescribed.



Details of the proposed lease renewal are as follows:

Lease Renewal Summary

Proposed Term (in years):	5-Year
Type of Proposal: [Lease / License / Other Estate]	Lease
Land Description:	Community Land – Victoria Park Part of Lot 18 DP 1075238 Hill Street Muswellbrook NSW 2333 Lease area = 46 sqm
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 :	Telstra Corporation Limited ACN 051 775 556

Notification Compliance

Section 47A Compliance: (For terms of 5 years or less)

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:	19/03/2025	18/04/2025
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

Submissions and Consideration

Submission Period:	From: 19/03/2025	To: 18/04/2025
Number of Notification Letters Sent:	42	
Number of Submissions Received:	Zero (0)	

**Ministerial Review (if 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):				

The draft lease renewal agreement is attached for reference.

FINANCIAL CONSIDERATIONS

The proposed annual lease fee is consistent with previous year's fees, indexed accordingly.

POLICY IMPLICATIONS

Nil known.

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 previous 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.

Form: 07L
Release: 4-5

LEASE
New South Wales
Real Property Act 1900

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

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

**STAMP
DUTY**

Revenue NSW use only

(A) **TORRENS
TITLE**

Property leased

**LOT 18 DP1075238 PART BEING THE AREA HATCHED AND MARKED "WORKS AREA"
ON THE PLAN ANNEXED TO THIS LEASE AND MARKED "B"**

(B) **LODGED BY**

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

**COD
E**

Reference:

L

(C) **LESSOR**

MUSWELLBROOK SHIRE COUNCIL ABN 86 864 180 944

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) **LESSEE**

TELSTRA CORPORATION LIMITED (ACN 051 775 556)

(F)

TENANCY:

(G) 1. **TERM:**

FIVE (5) YEARS

2. **COMMENCING DATE:**

5 JUNE 2024

3. **TERMINATING DATE:**

4 JUNE 2029

4. With an **OPTION TO RENEW** for a period of **NA** set out in clause **NA**

5. With an **OPTION TO PURCHASE** set out in clause **NA**

6. Together with and reserving the **RIGHTS** set out in clause **NA**

7. Incorporates the provisions or additional material set out in **ANNEXURE(S) "A", "B" & "C"** hereto.

8. Incorporates the provisions set out in **NA**

9. The **RENT** is set out in **ITEM No. 8 OF SCHEDULE 1**

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Page 1 of 30



1708

DATE:

FOR EXECUTION SEE PAGE 26

(H) I certify that I am an eligible witness and that the lessor signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:

Address of witness:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

(I) STATUTORY DECLARATION

I,

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on
in the presence of — _____ of —

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]

Signature of witness:

Signature of applicant:

As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgement. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Page 2 of 30

1708



This is Annexure "A" referred to in the CMTS Lease of Land between Muswellbrook Shire Council as Lessor and Telstra Corporation Limited as Lessee

CONTENTS

REFERENCE SCHEDULE	5
1. INTERPRETATION	7
1.1 Definitions	7
1.2 Rules for interpreting this Lease	8
1.3 Good Faith	10
1.4 Consents	10
2. DEMISE	10
2.1 Lessee Rights	10
2.2 Security	11
3. LESSEE'S COVENANTS	12
3.1 Rent and Rent Review	12
3.2 Condition of Premises	12
3.3 Reinstatement and Make Good	12
3.4 Assignment	12
3.5 Services	13
3.6 Use of Premises	13
4. LESSOR'S COVENANTS	13
4.1 Quiet Enjoyment	13
4.2 Non-derogation from Grant	14
4.3 Subsequent Occupiers	14
4.4 Condition of Land	15
4.5 Permits and Approvals	15
4.6 Consent of Mortgagee or Chargee	15
4.7 Intentionally Deleted	15
4.8 Surrender	15
4.9 No Restriction on Commonwealth Legislation	16
4.10 Power Connection	16
4.11 Lessee's Property	16
4.12 Contamination	16
4.13 Refund of Rent on Termination	17
4.14 Events Affecting Land	17
5. MUTUAL COVENANTS	17
5.1 Default and Re-entry	17
5.2 Costs of Lease	18
5.3 Holding Over	18
5.4 Intentionally Deleted	19
6. INSURANCE AND INDEMNITY	19

6.1	Property Insurance - Lessee to self insure	19
6.2	Lessee to insure if self insurance ceases	19
6.3	Workers' Compensation Insurance	19
6.4	Public Liability Insurance	19
6.5	Indemnity	19
7.	NOTICES	20
7.1	Authorised Representative	20
7.2	How to give a notice	20
7.3	Oral Notice	20
7.4	When a notice is given	21
7.5	Address for notices	21
8.	GST	21
8.1	Recovery of GST	21
8.2	Time for payment of GST amount	21
8.3	Indemnity and reimbursement payments	21
8.4	Adjustment events	22
8.5	Time limit on payment of the GST amount	22
8.6	Interpretation	22
9.	INTENTIONALLY DELETED	22
10.	INTENTIONALLY DELETED	22
11.	TERMINATION OF SUBSEQUENT LEASES AND PRIOR LEASE	22
12.	PROVISIONAL PLANS	23
13.	POLE REPLACEMENT	24
13.1	Lessor's Consent to Tower	24
13.2	Timing of Pole Replacement	24
13.3	Maintenance of Flood Lights on Tower	24
13.4	Ownership of Tower	25
13.5	Reinstatement	25
	ANNEXURE B – PREMISES PLAN	27
	ANNEXURE C – ANTENNA PLAN	29

REFERENCE SCHEDULE

Item 1	Lessor:	<p>Name: Muswellbrook Shire Council ABN 86 864 180 944</p> <p>Address: 157 Maitland Street MUSWELLBROOK NSW 2333</p> <p>Tel: 02 6549 3700</p> <p>Email: Matthew.Lysaught@muswellbrook.nsw.gov.au</p>
Item 2	Lessee:	<p>Name: Telstra Corporation Limited Director, Telstra Property</p> <p>Address: c/- JLL Level 10, 242 Exhibition Street MELBOURNE VIC 3000</p> <p>Attention: Property Management Director</p> <p>Email: Telstra.Notices@ap.jll.com and F0901953@team.telstra.com</p>
Item 3 (Clause 1.1)	Premises:	That part of the Land hatched on the plan annexed to this Lease in Annexure "B" and situated at Hill Street, Muswellbrook NSW 2333.
Item 4 (Clause 1.1)	Land:	Folio Identifier 18/1075238
Item 5 (Clause 1.1)	Term:	Five (5) years
Item 6 (Clause 1.1)	Commencement Date:	5 June 2024
Item 7 (Clause 1.1)	Terminating Date:	4 June 2029
Item 8 (Clause 1.1)	Rent:	██████████ per annum (GST exclusive), subject to clause 3.1(b).
Item 9 (Clause 3.1)	Payment of Rent:	Yearly in advance on the Commencement Date and on each anniversary of the Commencement Date during the Term.
Item 10 (Clause 3.6)	Permitted Use:	Installation, inspection, maintenance, construction, excavation, replacement, repair, renewal, alteration, upgrade, cleaning, operation, access to and from and removal of the Facility on the Land in accordance with this Lease including the exercise of any rights as set out in the Act.
Item 11	Not Applicable	
Item 12 (Clause 3.1)	Review of Rent:	The Rent is to be increased on each Review Date by 2.5% per annum during the Term.



Item 13 **Not Applicable**

Item 14 **Statutory provisions not** Sections 84, 84A and 85 of the *Conveyancing Act 1919*
(Clause 1.2) **applying:** (NSW)



DATE

PARTIES

The Lessor.

The Lessee.

RECITALS

- A. The Lessor is the owner of the Land.
- B. The Lessor has agreed to grant and the Lessee has agreed to accept a lease of the Premises on the terms and conditions of this Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Lease:

Act means the *Telecommunications Act 1997* (Cth).

Active Area means those areas around the antennas marked red and yellow in the drawings contained in the SSD.

Ancillary Equipment means any associated fixtures, fittings and equipment required to maintain transmission and includes remote radio units, tower mounted amplifiers and associated mounts and supports.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State.

Carrier has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

Carrier Requirements means the Lessee's obligation to comply with legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

Commencement Date means the date specified in Item 6.

Emergency means circumstances where access must be provided without delay to protect:

- (a) the integrity of the Lessee's telecommunications network or the Facility; or
- (b) the health or safety of persons; or
- (c) the environment; or
- (d) property; or
- (e) maintenance of an adequate level of service or to prevent loss of transmission.



Facility means the telecommunications facility being the equipment housing, Tower, security fence, antennas, associated ancillary equipment and/or any other fixtures, fittings, structures, and cabling as altered, upgraded and/or added to in the Lessee's absolute discretion from time to time.

Item means an item in the Reference Schedule.

Land means the land described in Item 4.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Lessee means the party named in Item 2.

Lessor means the party named in Item 1.

Permitted Use means the use specified in Item 10.

Premises means the premises leased to the Lessee as described in Item 3.

Reference Schedule means the reference schedule in this Lease.

Related Body Corporate means:

- (a) a related body corporate; or
- (b) a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity

as each of those terms are defined in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8 as varied on any Review Date under this Lease.

Review Date means each anniversary of the Commencement Date during the Term

Services means electricity and any telecommunications services.

SSD means the Site Safety Documentation comprising the EME guide (formerly known as the radio communications site management book) and the Site Compliance Certificate (as updated from time to time), access to a copy of which has been or will be provided to the Lessor by the Lessee.

State means the state or territory in which the Land is located.

Term means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

Terminating Date means the date specified in Item 7.

Tower means that part of Facility comprising the tower constructed by the Lessee.

1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.

- (b) A word which suggests one gender includes the other genders.
- (c) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (d) Words of inclusion or example are not words of limitation.
- (e) Headings are for convenience only, and do not affect interpretation.
- (f) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it.
- (g) As far as possible all provisions will be construed so as not to be invalid, illegal or unenforceable.
- (h) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (i) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (j) Unless the context otherwise requires, the terms *installation* and *maintenance* (and contextual variations of those terms) where they are used in this Lease, have the same meanings and include the same activities as are provided under the Act.
- (k) The word *agreement* includes an undertaking or other binding arrangement or understanding in writing (and, only where expressly allowed by this Lease, includes oral agreement).
- (l) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party:
 - (i) an obligation of those persons is joint and several;
 - (ii) a right of those persons is held by each of them severally; and

- (iii) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
 - (A) a representation, warranty or undertaking is given by each of them separately; and
 - (B) a reference to that party or that term in the default clause in this Lease is a reference to each of those persons separately.
- (m) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors or others authorised (expressly or implicitly) by that party.
- (n) Any obligation on the Lessor or the Lessee (as the case may be) will, where the context so permits, extend to the actions of that party or its authorised employees, agents, contractors, licensees, invitees, or others claiming under or through that party.
- (o) Without limiting any other rights of the Lessee, all licence, appurtenant and ancillary rights created in favour of the Lessee under this Lease in respect of or in connection with the Land run with the leasehold interest granted to the Lessee and will bind all successors, executors, transferees, assigns and other persons having an interest in the Land or any part of it from time to time.
- (p) The statutory provisions in Item 14 (if any) do not apply to this Lease.

1.3 **Good Faith**

The parties enter into this Lease in good faith and agree to act in a reasonable and co-operative manner.

1.4 **Consents**

Where the consent or approval of either party is required under this Lease, then the consenting party must:

- (a) not unreasonably withhold or delay its consent or approval;
- (b) not impose any conditions on any consent or approval which are inconsistent with the terms of this Lease; and
- (c) if withholding consent or approval, provide written reasons for this at the time the withholding is notified.

2. **DEMISE**

2.1 **Lessee Rights**

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use and grants a licence to the Lessee over the Land (which licence is coupled with and runs with the leasehold interest) to:

- (a) have unrestricted access to and from the Premises and the Facility at all times, with or without all necessary vehicles, equipment and workmen;
- (b) lay electricity cables over, under or within the Land to connect the Facility to the public electricity supply and to transmit electricity through those cables;
- (c) lay communication cables and any other cables through or within the Land in connection with the Permitted Use and to use those cables;
- (d) repair, replace, renew, alter, maintain and upgrade the cables referred to in clauses 2.1(b) and 2.1(c);
- (e) install any and all antennas and associated Ancillary Equipment where necessary, including, where applicable, as specified on the plan annexed to this Lease in Annexure "C" and alter the location of the antennas and associated Ancillary Equipment on the Land from time to time, in the Lessee's absolute discretion;
- (f) use the common areas and services on the Land (if any) as may be necessary for the Lessee's use and enjoyment of the Premises and the Facility; and
- (g) use so much of the Land adjoining and adjacent to:
 - (i) the Premises; or
 - (ii) any installation, improvement or property of the Lessee,

as is reasonably required during installation, erection, construction, repair, replacement, renewal, maintenance and operation of the Facility. The Lessee must restore the adjoining and adjacent Land as far as practicably possible to its condition prior to such use by the Lessee. In exercising these rights the Lessee will endeavour not to materially and substantially interfere with the rights of the other occupants of the Land.

2.2 Security

- (a) In accessing the Premises and the Facility pursuant to clause 2.1(a), the Lessee must comply with any reasonable security arrangements of the Lessor of which the Lessee has received notice.
- (b) The Lessor must notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number) who will be available 24 hours a day 7 calendar days a week. This person will be an Authorised Representative as contemplated by clause 7.1.
- (c) In an Emergency, the Lessor must arrange for its security staff or contractor to give the Lessee access to the Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 2.2(b). The Lessee's notification may be given in person, by post, telephone or email.
- (d) As soon as practicable after the Commencement Date, the Lessor must:
 - (i) notify its contact person nominated under clause 2.2(b) of the obligation set out at clause 2.2(c); and

- (ii) ensure that its contact person nominated under clause 2.2(b) and any relevant security staff or contractor have processes in place to facilitate the Lessor's access obligations in clause 2.2(c).
- (e) The Lessee will reimburse the Lessor the cost of the Lessor's reasonable security expenses in providing Emergency access under clause 2.2(c) within 20 Business Days of receipt of a tax invoice from the Lessor.

3. LESSEE'S COVENANTS

3.1 Rent and Rent Review

- (a) The Lessee must pay the Rent in the manner set out in Item 9.
- (b) The Rent is a gross rent inclusive of all outgoings and is to be reviewed on each Review Date in accordance with Item 12.

3.2 Condition of Premises

- (a) Subject to clause 3.2(b), the Lessee must keep the Premises in good repair and condition (having regard to the condition of the Premises as at the Commencement Date) excluding fair wear and tear, maintenance of the Tower and any damage caused by fire, flood, lightning, storm, war or act of God.
- (b) The Lessee is not obliged to carry out any capital or structural works under clause 3.2(a) unless the work is required because of the negligent act or omission of the Lessee.

3.3 Reinstatement and Make Good

- (a) Within 3 months after the Terminating Date or earlier determination of the Lease the Lessee must remove that part of the Facility located above the surface of the Land and below the surface of the Land to a depth of 600mm, and make good at its cost any damage to the Land or Premises caused by such removal.
- (b) The parties agree that the period of 3 months referred to in clause 3.3(a) is not regarded as holding over for the purposes of clause 5.3 and Rent is not payable by the Lessee during this period.

3.4 Assignment

- (a) The Lessee must not assign this Lease, sublet or part with possession of the whole or part of the Premises, without the consent of the Lessor.
- (b) Despite clause 3.4(a), the Lessee may assign the Lease, sublet, licence or part with possession of the whole or part of the Premises to a:
 - (i) Related Body Corporate; or
 - (ii) a Carrier

without the Lessor's consent. The Lessee must notify the Lessor of any dealing referred to in this clause 3.4(b) within 3 months of its occurrence.

- (c) With effect from the date of assignment of this Lease by the Lessee, the assignor Lessee and the Lessor release each other from all obligations and liabilities under this Lease, but without prejudice to any prior claim or remedy which either party may have against the other.
- (d) For the avoidance of doubt, and for the purposes of this clause 3.4 a reference to the 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease, and a reference to the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

3.5 Services

- (a) The Lessee may install separate metering for the Services to the Premises.
- (b) The Lessee must install separate metering for the Services to the Premises if:
 - (i) requested by the Lessor; and
 - (ii) it is reasonably able and permitted by any relevant authority to do so.
- (c) The Lessee will bear the cost of separate metering under clause 3.5(a) or under clause 3.5(b) and must pay to the suppliers all charges for the separately metered Services that are consumed or used by the Lessee.

3.6 Use of Premises

The Lessee:

- (a) may carry out any structural work required for the installation of the Facility; and
- (b) may only use the Premises for the Permitted Use.

4. LESSOR'S COVENANTS

4.1 Quiet Enjoyment

- (a) So long as the Lessee pays the Rent and performs its obligations under this Lease, it is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor or in any other manner.
- (b) The Lessor must not manipulate, tamper with, interfere with, damage, deface, remove or destroy the Facility or any part of it or its operation and must comply with the Lessee's reasonable directions in relation to the Facility.
- (c) The Lessor agrees that it must notify the Lessee, both in accordance with the contact details in Item 2 and any contact details provided on the signage referred to in clause 4.1(d) of any proposed access by the Lessor which requires entry to the Premises or approach to the Active Area so that the Lessee can ensure that the Lessor is aware of the Lessee's safety and security procedures. The Lessor must comply with the Lessee's safety and security procedures.

- (d) The Lessee has the right to erect signage around the Premises and the Facility for the purposes of complying with Australian safety standards. The Lessor must comply with the Lessee's signage when entering the Premises or approaching the Active Area.

4.2 Non-derogation from Grant

The Lessor must not derogate from its grant of this Lease to the Lessee and this obligation of the Lessor is not excluded or in any way limited by any other provision of this Lease.

4.3 Subsequent Occupiers

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to:
 - (i) other Carriers or occupiers; or
 - (ii) third parties and those rights include the right to operate radio communications and/or telecommunications equipment on the Landthe Lessor must first:
 - (iii) promptly give notice to the Lessee of such a proposal; and
 - (iv) where the grant is likely to adversely affect, impair or interfere with (**Affect**) the Lessee's Permitted Use, the Lessor must also obtain the Lessee's consent to such a proposal.
- (b) In considering a request for consent under clause 4.3(a) the Lessee will determine if its Permitted Use will be Affected.
- (c) If the Lessee establishes during the Term that changes to other Carriers' or occupiers' facilities after the initial installation of the facility by the other Carrier or occupier Affect the Lessee's Permitted Use, the Lessor, immediately upon receipt of notice from the Lessee, either must:
 - (i) arrange for the other Carrier or occupier to modify its facility or the operation of it so that it no longer Affects the Lessee's Permitted Use;
 - (ii) arrange for the relocation of the other Carrier's or occupier's facility so that it no longer Affects the Lessee's Permitted Use; or
 - (iii) terminate the arrangement with the other Carrier or occupier.
- (d) The Lessor's obligations under clauses 4.3(a)(iv) and 4.3(c) are essential terms of this Lease. The Lessee may treat the Lessor's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of this essential term and for repudiation. This clause does not prevent any other obligations under this Lease from being essential terms.

4.4 Condition of Land

The Lessor must repair, maintain and keep in good and substantial repair the Land (including all fixtures and fittings of the Lessor if any) subject always to the obligations of the Lessee under this Lease.

4.5 Permits and Approvals

The Lessor:

- (a) irrevocably authorises the Lessee, at the Lessee's expense, to make applications to any relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Facility in accordance with the Permitted Use and to exercise and procure (at the Lessee's discretion) every right of appeal arising from the determination of any such application or the failure to determine such application; and
- (b) must sign all documentation and provide all assistance required by the Lessee, or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 4.5(a).

4.6 Consent of Mortgagee or Chargee

If the Premises are subject to a mortgage or charge, the Lessor must obtain the unconditional mortgagee's or chargee's consent to this Lease and the Lessee must pay the mortgagee's or chargee's reasonable consent costs.

4.7 Intentionally Deleted

4.8 Surrender

- (a) The Lessee may terminate this Lease on giving the Lessor no less than 20 Business Days' notice at any time where it is unable to comply with or satisfy any Carrier Requirements provided that this right to terminate is only available to the Lessee prior to completion of the initial installation of the Facility.
- (b) Despite any other provision of this Lease, the Lessor covenants that if factors affect the Lessee's use of the Premises to the extent that:
 - (i) the Permitted Use is compromised or the Premises are no longer required by the Lessee; or
 - (ii) the level of service provided by the Lessee to its customers falls below the coverage level acceptable to the Lessee or as a result of significant network changes, the Facility ceases to operate as a part of the Lessee's telecommunications network; or
 - (iii) there is an emergence of radio interference or physical interference which, in the Lessee's opinion, materially interferes with the Permitted Use or the performance of the Facility

then the Lessee may terminate this Lease on giving to the Lessor no less than 6 months' notice at any time.

- (c) If the Lessee exercises its right to terminate this Lease under clause 4.8(a) or clause 4.8(b):
 - (i) it must at its cost reinstate the Premises in accordance with clause 3.3; and
 - (ii) that termination is without prejudice to any prior claim or remedy which either party may have against the other.

4.9 **No Restriction on Commonwealth Legislation**

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunity of the Lessee under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Act to waive its right to:
 - (i) be given a notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act of the Lessee's exercise of its powers to inspect and/or install a low impact installation and to maintain the Facility; and
 - (ii) object to an activity which would have been the subject of a notice if not for the operation of this clause.
- (c) The operation of this clause survives the expiry or termination of this Lease.

4.10 **Power Connection**

Where the Lessee installs, upgrades or maintains at its cost any power connection then any other person (except the Lessor) who wishes to utilise the power connection, must share in the cost of installation, upgrading and maintenance as apportioned by the Lessee. The Lessor must ensure that any subsequent grant of a lease or licence to a third party includes an obligation on that lessee or licensee to bear such apportioned costs.

4.11 **Lessee's Property**

The Facility remains at all times the property of the Lessee, even if it becomes attached to the Land.

4.12 **Contamination**

The Lessor:

- (a) warrants that at the Commencement Date, the Land and the Premises do not contain substances hazardous to health or safety; and
- (b) confirms that:
 - (i) in respect of the Land; and
 - (ii) in respect of the Premises, so far as the Lessor is aware or reasonably should be aware,

the warranty in clause 4.12(a) remains true at all times during the Term and any holding over period.

4.13 Refund of Rent on Termination

If this Lease is terminated by the Lessee prior to the Terminating Date pursuant to clauses 4.8 or 5.1(c), the Lessor must, within 20 Business Days of the date of termination, refund to the Lessee any Rent paid in advance for that portion of the Term after the date of termination.

4.14 Events Affecting Land

- (a) If:
- (i) the Lessor sells or otherwise disposes of its interest in the whole or any part of the Land;
 - (ii) the Lessor receives a notice, or would reasonably be aware, of a proposal for development occurring on adjoining land;
 - (iii) the Lessor changes its address for notices; or
 - (iv) a mortgagee or any other person becomes entitled to the receipt of Rent and other payments under the Lease or becomes entitled to any of the rights and obligations of the Lessor under this Lease

the Lessor must give the Lessee prompt notice of the above circumstances and, if it fails to do so, then the Lessor releases the Lessee from, and must compensate the Lessee for, all claims for which the Lessee may become liable as a result of the Lessor's failure or delay in notifying the Lessee of the above circumstances.

- (b) If the Lessor proposes to grant a lease over all or part of the Premises which is intended to run concurrently with the Term or any part of the Term then the Lessor must obtain the prior consent of the Lessee and, if it fails to do so, then the Lessor must compensate the Lessee for any loss, damage or disadvantage which the Lessee may suffer or incur as a result of the Lessor's failure or delay in seeking the consent of the Lessee. Despite anything else contained in this Lease, where the consent of the Lessee is sought by the Lessor under this clause, the Lessee may grant or refuse its consent in its absolute discretion.

5. MUTUAL COVENANTS

5.1 Default and Re-entry

- (a) If the Rent is 1 month in arrears or if the Lessee fails to perform its other obligations under this Lease and the Lessee does not within:
- (i) 10 Business Days in the case of non-payment of Rent; and
 - (ii) 30 Business Days in the case of all other breaches,

from the date of receipt of notice from the Lessor providing reasonable particulars of the default:

- (iii) remedy the default; or
- (iv) if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default,

then the Lessor may re-enter upon the Premises without interfering with the Facility and subject to all laws relating to the Facility.

- (b) This Lease determines on the Lessor's re-entry but without prejudice to any prior claim or remedy which either party may have against the other.
- (c) If any of the Lessor's covenants and conditions contained or implied in this Lease are not punctually performed or observed, and such default continues for a period of 30 Business Days after notice specifying such default is served on the Lessor, then the Lessee may terminate this Lease by notice to the Lessor. On the serving of the notice of termination by the Lessee this Lease is at an end, but without prejudice to any prior claim or remedy which either party may have against the other.

5.2 Costs of Lease

- (a) Each party must bear its own legal fees and disbursements for the preparation, negotiation and execution of this Lease.
- (b) If stamp duty or registration fees are:
 - (i) payable on this Lease; and
 - (ii) the relevant law makes the Lessee liable to pay them
 the Lessee will pay the applicable stamp duty or registration fees.

5.3 Holding Over

- (a) If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor and the Lessee is not entitled to or does not want a new lease, then the Lessee occupies the Premises under a three month tenancy.
- (b) The Lessee occupies the Premises at the same Rent payable prior to the Terminating Date, subject to review in accordance with clause 3.1, and otherwise on the same terms as this Lease, so far as they can be applied to a three month tenancy.
- (c) Either party may terminate the three month tenancy by giving no less than 3 months' notice to the other (which notice may expire at any time).

5.4 **Intentionally Deleted**

6. **INSURANCE AND INDEMNITY**

6.1 **Property Insurance - Lessee to self insure**

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee will self insure the respective rights and interests of the Lessor and the Lessee for damage which must be repaired by the Lessee under this Lease.

6.2 **Lessee to insure if self insurance ceases**

If the Lessee:

- (a) elects to discontinue; or
- (b) is unable to continue,

the self insurance referred to in clause 6.1, the Lessee must effect such insurance with an insurer reasonably approved by the Lessor against the insurable risks required under this Lease.

6.3 **Workers' Compensation Insurance**

For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee holds a licence pursuant to the *Safety, Rehabilitation and Compensation Act 1988* (Cth).

6.4 **Public Liability Insurance**

- (a) For so long as Telstra Corporation Limited (or its corporate successor) is the Lessee, the Lessor acknowledges that the Lessee has a global insurance policy which includes public liability insurance in excess of \$20 million and which includes the Lessor as an insured to the extent required in this Lease.
- (b) If requested in writing by the Lessor, the Lessee will provide the Lessor with a letter confirming the Lessee's insurance as specified under this clause, such request not to be made more than once a year during the Term.

6.5 **Indemnity**

- (a) The Lessee indemnifies the Lessor against any liability, loss, damage, costs or expenses incurred or suffered by the Lessor which is caused solely and directly by:
 - (i) a breach of this Lease by the Lessee; or
 - (ii) the negligence of the Lessee or an employee or agent of the Lessee acting within the scope of their authority.
- (b) The indemnity provided by the Lessee under this clause 6.5 will not exceed \$30 million per event and in the aggregate.

- (c) The liability of the Lessee to indemnify the Lessor under this clause 6.5 must be reduced proportionately to the extent that any act or omission of the Lessor contributed to the liability, loss, damage, costs or expenses.
- (d) In defending or settling any claim, action or demand the subject of an indemnity under this clause 6.5, the Lessor must follow the Lessee's reasonable instructions.
- (e) The Lessor must not settle any claim, action or demand the subject of an indemnity under this clause 6.5 without obtaining the prior consent of the Lessee, and the Lessor must take reasonable steps to mitigate any liability, loss, damage, costs or expenses including taking reasonable court action to defend any claim, action or demand made against the Lessor.

7. NOTICES

7.1 Authorised Representative

In this clause 7.1 Authorised Representative:

- (a) *in the case of the Lessor* - means the Lessor, a director of the Lessor (if the Lessor is a company) or any other person (including an agent or lawyer) notified by the Lessor to the Lessee as its Authorised Representative; and
- (b) *in the case of the Lessee* - means the Property Management Director set out at Item 2, or any other person (including an authorised employee or officer of the Lessee, an agent or lawyer) notified by the Lessee to the Lessor as its Authorised Representative.

7.2 How to give a notice

Subject to clause 7.3, a notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent by email to that person's email address or email addresses (where they are specified in the Reference Schedule, or as notified to the other party in writing from time to time). Where more than one email address is specified, the notice consent or other communication must be sent to all specified email addresses.

7.3 Oral Notice

Where this Lease expressly permits that a notice may be given orally, then:

- (a) *in the case of a notice from the Lessor* - the notice can be given by the Lessor's Authorised Representative; and

- (b) *in the case of a notice from the Lessee* - the notice can be given by the Lessee's Authorised Representative.

7.4 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) where it is given by email:
 - (i) *if delivered by 5.00 pm on a Business Day* - at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
 - (ii) *if delivered after 5.00 pm on a Business Day or on a day that is not a Business Day* - on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email;
- (b) where it is sent by mail:
 - (i) within Australia - 7 Business Days after posting; or
 - (ii) to or from a place outside Australia - 10 Business Days after posting; and
- (c) if it is given orally - at the time it is given.

7.5 Address for notices

A person's address and email are those set out below that person's name in the relevant Item in the Reference Schedule in this Lease, or as the person notifies the sender.

8. GST

8.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

8.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration.

8.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was

required or entitled to do so, but will be increased under clause 8.1 if the payment is consideration for a taxable supply.

8.4 **Adjustment events**

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 8.1 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

8.5 **Time limit on payment of the GST amount**

Notwithstanding any other provision in this Lease, the receiving party is not required to pay the GST amount referred to in clause 8.2 unless it has received a tax invoice in respect of the supply (or, if section 156-5(1) of the GST Act applies to the supply, the periodic or progressive component of the supply) from the supplying party within three years and 11 months after the end of:

- (a) the first calendar month in which any of the GST-exclusive consideration for the supply (or the periodic or progressive component of the supply) is provided; or
- (b) if an invoice is issued prior to the provision of any of the GST-exclusive consideration for the supply (or the periodic or progressive component of the supply), the calendar month in which the invoice is issued.

8.6 **Interpretation**

In this Lease:

- (a) terms used that are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended; and
- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably; and
- (c) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST.

9. **INTENTIONALLY DELETED**

10. **INTENTIONALLY DELETED**

11. **TERMINATION OF SUBSEQUENT LEASES AND PRIOR LEASE**

- (a) In this clause 11:
 - (i) **Subsequent Lease** means a lease, if any, between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date; and
 - (ii) **Prior Lease** means a lease, if any, between the Lessor and Lessee of the Premises for a period of time prior to the Commencement Date.

- (b) The Lessee may terminate any Subsequent Lease for any reason in its absolute discretion by giving the Lessor written notice at least 1 month before the Terminating Date. The Subsequent Lease terminates on the date of the Lessee's notice.
- (c) If a Prior Lease is validly terminated (other than by the effluxion of time), this Lease will automatically terminate on the same date as the Prior Lease is validly terminated.
- (d) If:
 - (i) the Lessee gives the Lessor notice that it is terminating a Subsequent Lease under clause 11(b); or
 - (ii) as a result of the termination of a Prior Lease, this Lease terminates under clause 11(c),
 the Lessor and Lessee agree:
 - (iii) to promptly execute a surrender of the Subsequent Lease or this Lease in registrable form;
 - (iv) the termination of the Subsequent Lease or this Lease is without prejudice to any prior claim or remedy which either party may have against the other under the Subsequent Lease or this Lease;
 - (v) the Lessee must at its cost attend to the preparation, stamping and registration of the surrender of the Subsequent Lease or this Lease; and
 - (vi) the Lessor must immediately produce the certificate of title for the Land to NSW Land Registry Services if it is required, to enable the surrender of the Subsequent Lease or this Lease to be registered.

12. PROVISIONAL PLANS

- (a) The Lessor and the Lessee acknowledge and agree that:
 - (i) as at the date of execution of this Lease by the Lessor, the plans annexed to this Lease at Annexure B and Annexure C (**Plans**) are provisional plans;
 - (ii) the Lessee may prepare the final plans to reflect the actual dimensions and location of the Premises and the Facility; and
 - (iii) once the Lessee replaces the Plans with the final plans, the final plans will prevail and this clause 12 will be deemed to be deleted.
- (b) The Lessor authorises the Lessee to:
 - (i) replace the Plans with the final plans once such final plans are prepared; and
 - (ii) make such consequential changes to the Lease (including without limitation the description of the Premises) as may be required.

13. **POLE REPLACEMENT**

13.1 **Lessor's Consent to Tower**

The Lessor consents to the Lessee removing the existing light pole on the Land identified on the plans attached to this Lease at Annexure C (**Light Pole**) and replacing it with the Tower, subject to the Lessee complying with the obligations in this clause 13.

13.2 **Timing of Pole Replacement**

The Lessee:

- (a) acknowledges that the Light Pole is the property of the Lessor;
- (b) must ensure that:
 - (i) the Light Pole is removed and replaced with the Tower; and
 - (ii) the existing flood lights located on the Light Pole (**Flood Lights**) are relocated on the Tower at a location agreed between the parties;
- (c) when removing the Light Pole, agrees to consult with the Lessor to ascertain a mutually convenient location on the Land to set down the Light Pole for the Lessor's reuse or removal, at the Lessor's cost.
- (d) must ensure that the Tower is erected, and the Flood Lights on the Tower are installed as soon as reasonably practicable;
- (e) agrees that the Lessee is only required to bear the reasonable cost of:
 - (i) the removal of the Light Pole
 - (ii) the construction of the Tower;
 - (iii) relocating the Flood Lights from the Light Pole to the Tower.

13.3 **Maintenance of Flood Lights on Tower**

- (a) The Flood Lights are at all times owned by the Lessor, and do not form part of the Facility.
- (b) The Lessee agrees that the Lessor may, operate, remove, or repair the Flood Lights on the Tower, including replacing globes (**Light Works**) at such times and in such manner as is agreed between the parties.
- (c) The Lessor agrees that in carrying out any Light Works, it will:
 - (i) not alter the location of the Flood Lights on the Tower without the consent of the Lessor;
 - (ii) follow any reasonable direction of the Lessee and, for the avoidance of doubt, will comply with clauses 4.1(b) to 4.1(d); and

- (iii) undertake the Light Works at its own risk and releases the Lessee from any claims or liability resulting in the undertaking of Light Works.

13.4 **Ownership of Tower**

The parties agree that the Tower remains the property of the Lessee and the Lessor does not own or have any interest in the Tower.

13.5 **Reinstatement**

For the avoidance of doubt, the Tower is subject to the Lessee's make good obligations under clause 3.3 of the Lease, and must remove the Tower after the expiration or earlier termination of the Lease.



EXECUTED AS A DEED this day of 20

EXECUTED BY LESSEE

Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of **TELSTRA CORPORATION LIMITED** under Power of Attorney registered book **4457** No. **829** by the party's Attorney who states that no notice of revocation of the Power of Attorney has been received in the presence of:




Signature of witness

GEORGIA HAWKINS

Name of witness
Australian Government solicitor
19 Martin place, Sydney NSW
2000

Address of witness



Signature of Attorney

ANTHONY SEPTIMUS O'DONNELL
PROPERTY SERVICES MANAGER

Name of Attorney

EXECUTED BY LESSOR

Certified correct for the purposes of the *Real Property Act 1900* (Cth) by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: **MUSWELLBROOK SHIRE COUNCIL (ABN 86 864 180 944)**

Signature of authorised person

Signature of authorised person

Name of authorised person

Name of authorised person

Capacity of authorised person

Capacity of authorised person

ANNEXURE B - PREMISES PLAN

This is Annexure "B" referred to in the CMTS Lease of Land between Muswellbrook Shire Council as Lessor and Telstra Corporation Limited as Lessee



FOR PLAN OF SURVEY INFORMATION SEE DP 1245179

PLAN FOR LEASE PURPOSES OF
PART OF LOT 18 D.P. 1075238
REFERENCE TO TITLE - 18/1075238
AND SHOWN HATCHED

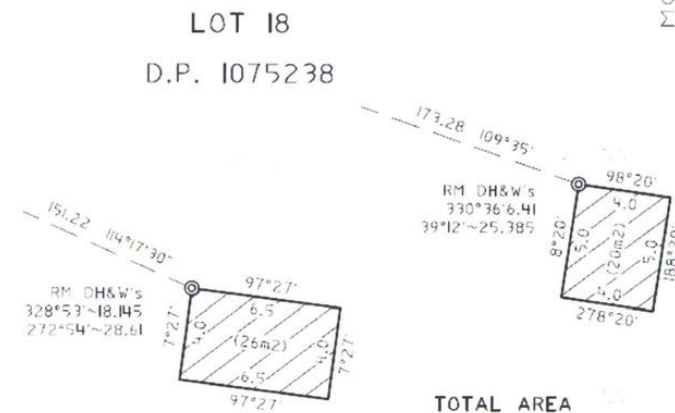
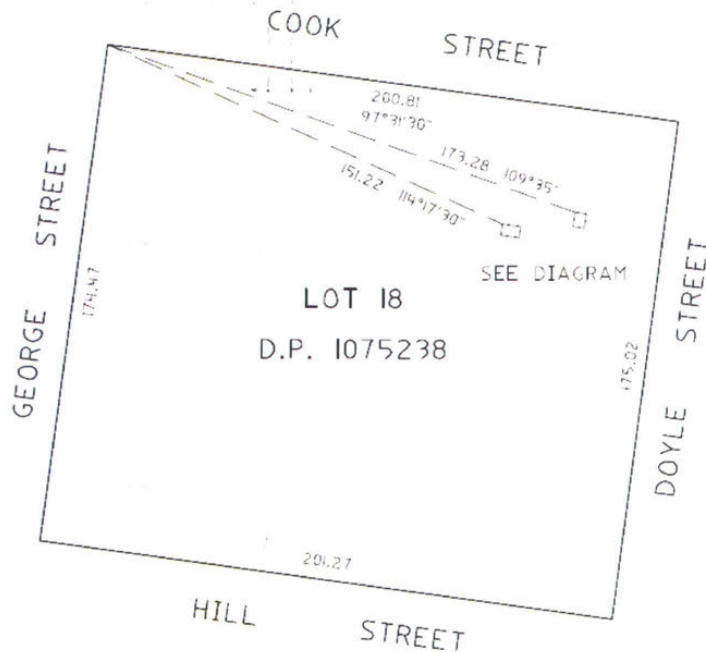


DIAGRAM
SCALE 1:250

Scott Murray
Registered Surveyor

Boxall Surveyors
CONSULTANTS IN SURVEYING AND LAND DEVELOPMENT
Suite 8/49-51 Eton Street Sutherland
Tel: 02 9521 5737 Fax: 02 9545 1092
admin@boxallsurveyors.com.au

FOLIO ID : 18/1075238
LOCALITY : MUSWELLBROOK
L.G.A. : MUSWELLBROOK
PARISH : ROWAN
COUNTY : DURHAM

SURVEYED: STEVE	DRAWN: SKM
DATE: 18-07-2018	CHECKED: SKM
FILE No: 7195, N10525	DATUM:
DWG. No: N10525 LP	ORIENTATION: MGA
REV. No: A	SCALE: 1: 2000

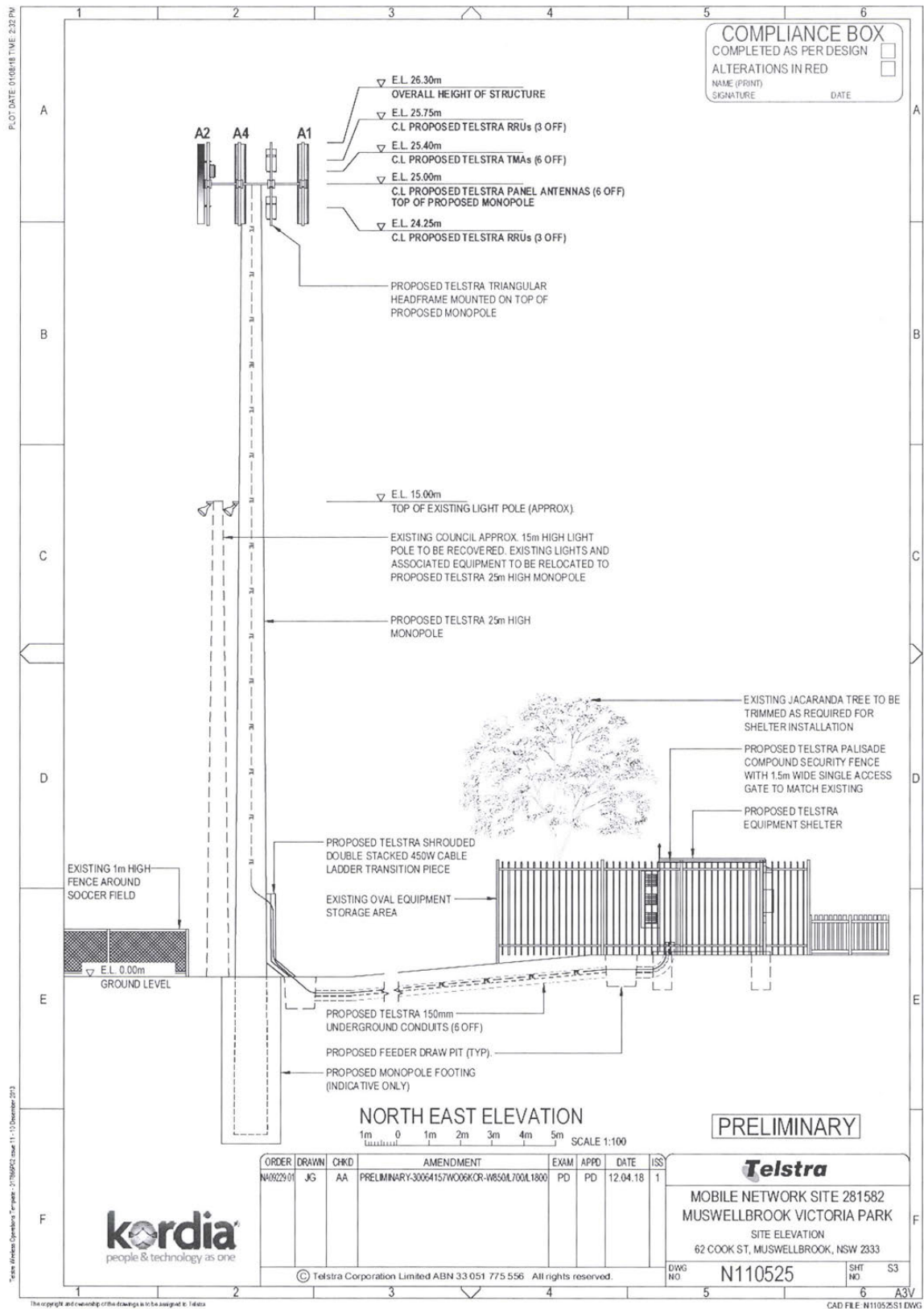
MUSWELLBROOK
VICTORIA PARK
COOK STREET
MUSWELLBROOK NSW 2333

kordia people & technology as one	TELSTRA N110525
LEASE PLAN REVISION A	A4 SHEET

ANNEXURE C - ANTENNA PLAN

This is Annexure "C" referred to in the CMTS Lease of Land between Muswellbrook Shire Council as Lessor and Telstra Corporation Limited as Lessee





**10.3.5. Future Fund Policy Review and Committee Terms of Reference**

Responsible Officer:	General Manager
Author:	Co-Ordinator - Commercial Property
Community Strategic Plan:	<i>1 - Economic Prosperity</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:	<ol style="list-style-type: none">1. DRAFT Future Fund Policy MSC03E [10.3.5.1 - 7 pages]2. Future Fund Schedule 20250617 Redacted [10.3.5.2 - 1 page]3. Future Fund Committee - Terms of Reference [10.3.5.3 - 6 pages]

PURPOSE

To report the Draft Future Fund Policy for public exhibition and the amended Future Fund Committee - Terms of Reference for the Future Fund Committee.

OFFICER'S RECOMMENDATION

Council:

1. ENDORSES the *Draft Future Fund Policy* and the current *Schedule* for placement on public exhibition as a notice of intention to adopt.
2. ADOPTS the amended Future Fund Committee – Terms of Reference.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

This report requests the *Draft Future Fund Policy* be placed on public exhibition together with the current *Schedule*. The Future Fund Committee –Terms of Reference have been amended to reflect the *Draft Future Fund Policy*.



PREVIOUS RESOLUTIONS

At the 27 May 2025, Ordinary Council meeting:

11.3. Future Fund Committee - 10 April, 2025

309	RESOLVED on the motion of Cr M. Morris and Cr R. Scholes that: Council NOTES the minutes of the meeting of the Future Fund Committee held on 10 April 2025 and ADOPTS the recommendations contained therein.
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

The Future Fund began in 2010 materially with the formation of the Commercial Building Fund establishing as the Future Fund in 2014. The goals of the Future Fund have evolved over time including in Policy, Structure (Schedule of Properties), and Committee.

At the Fund's commencement, the goal was to provide increasing returns to the General Fund then shifting to offset half the mining rates revenue to an expectation of being self-sustaining.

The Council term 2021 – 2024 reviewed and consolidated the assets of the Future Fund as the assets held in the Fund were varied in purpose and contribution. The assets in the Fund now, for the most part, are held for two purposes commercial development or as investment properties.

On Wednesday, 28 May 2025, Council held a workshop on the Future Fund. This included a discussion about the relevance of the Future Fund Policy and Councillors were provided with a *Draft Future Fund Policy* for consideration.

Following feedback from this workshop staff amended the *Draft Future Fund Policy* for Council's consideration to be placed on public exhibition.

Accordingly, the Future Fund Committee - Terms of Reference adopted at the 27 May 2025, Ordinary Council have been amended for consistency with the draft policy and corrected for errors.

CONSULTATION

Councillor Rod Scholes

Councillors

Directorate Leadership Group

Chief Financial Officer

General Manager

REPORT

Attached to this report is an amended *Draft Future Fund Policy* and *Schedule* for Council's consideration to be placed on public exhibition.

The amendments made to the *Draft Future Fund Policy* since the Councillor workshop reflects mostly that the Future Fund Committee is now a Committee of Whole of Council.

Attached to this report is the amended Future Fund Committee – Terms of Reference amended for consistency with the policy.



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

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

STATUTORY / LEGISLATIVE IMPLICATIONS

Local Government Act 1993.

RISK MANAGEMENT IMPLICATIONS

This policy aims to achieve the efficient, effective, and responsible use of its present revenues associated with coal mining to address, or partly address, risks associated with the decline of thermal coal mining and thermal coal power generation in the longer term

COMMUNITY CONSULTATION / COMMUNICATIONS

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

Draft Future Fund Policy

MSC03E

Authorised by:	Internal/External: External
Date:	Minute No:
Review timeframe:	Within the first 12 months of the term of each new Council
Department:	Infrastructure & Property/Finance and ICT
Document Owner:	Director Infrastructure & Property/Chief Financial Officer

Table of Contents

1. Policy Background (Preamble).....	4
2. Policy Objective.....	5
3. Risks being addressed	5
4. Policy Statement	5
4.1 Constitution of the Future Fund	5
4.2 Future Fund limited to holding certain assets	5
4.3 Assets, which are residential, not to have street addresses disclosed	5
4.4 Administration of the Future Fund.....	5
4.4.1 Primary purposes of the Future Fund.....	5
4.4.2 Future Fund to have a Committee	6
4.5 Acquisition, development, and disposal of assets in the Future Fund	6
4.6 Reporting.....	7
4.7 Protocols.....	7
5. Roles, Responsibilities and Delegations	7
6. Dispute Resolution	7
7. Related Documents.....	7
Legislation and Guidelines.....	7
Policies and Procedures	7
Other Supporting Documents	8
8. Version History	8

1. Policy Background (Preamble)

For over 100 years, coal mining in the Shire has been a key local industry and employer. Coal mining, and particularly thermal coal mining, increased substantially from the turn of the millennium and, together with thermal coal power generation, accounts for a significant proportion of Shire employment.

Council acknowledges:

- the employment benefits derived from local coal mining;
- mine and power station scheduled closures beginning in 2022;
- the impact of intensive coal mining on local liveability;
- the impact on flora, fauna, air, soil, and landscape from the disturbance associated with coal mining; and
- the importance of sustaining local employment and economic activity in the long-term after the period of intensive local coal mining finishes.

As thermal coal mining and thermal coal power generation become less significant as a local industry and employer, Council wishes to ensure that future generations enjoy some of the benefits of mining that occurred within the Shire by investing revenues associated with coal mining to generate a permanent dividend and, more particularly, to ensure that Council is in a position to:

- offset half the mining rates revenue category in line with anticipated decline (in mine rates) with dividends derived from investments;
- support local industry and facilitate new and emerging services and industries through commercial property development; and
- improve the Shire's liveability and amenity.

To this end Council established a Future Fund in 2014, transferring certain assets from the then Commercial Fund.

So as to more transparently document how Council proposes to achieve these aims and objectives, to most appropriately manage the investments of such revenues and to ensure the proper and orderly expenditure of such dividends, Council has resolved to create this Future Fund Policy.

2. Policy Objective

The objective of this Policy is to:

- (a) ~~establish~~ ~~grow at~~ the Future Fund from;
- (b) assets set out in the Schedule of this Policy as amended from time to time in accordance with this Policy;
- (c) such revenues as Council may from time to time allocate derived from mining;
- (d) set out the purposes of the Future Fund; and
- (e) set out the provisions for ensuring the good governance of the Future Fund.

3. Risks being addressed

This policy aims to achieve the efficient, effective, and responsible use of its present revenues associated with coal mining to address, or partly address, risks associated with the decline of thermal coal mining and thermal coal power generation in the longer term.

4. Policy Statement

4.1 Constitution of the Future Fund

There is to be a Shire Future Fund (the **Future Fund**).

The Future Fund is to comprise the assets set out in the Schedule of this Policy.

Maintain a diversified portfolio of assets including, but not limited to, the diversification of assets by type, purpose, and geography.

4.2 Future Fund limited to holding certain assets

The Future Fund is only to hold the following types of assets:

- vacant land;
- land with improvements to land (structures or works added to land including buildings); or
- cash investments made in accordance with the Local Government Act, 1993 (the Act).

4.3 Assets, which are residential, not to have street addresses disclosed

Assets which are residential dwellings ~~are will~~ not ~~to~~ have street addresses disclosed in the Schedule.

4.4 Administration of the Future Fund

4.4.1 Primary purposes of the Future Fund

The primary purposes of the Future Fund are to:

- be in a position to provide an annual dividend to Council's General Fund, to assist in offsetting half the mining rates revenue category in line with anticipated decline;

- ~~manage~~enhance commercial property development in Muswellbrook Shire to improve the quality of commercial industrial, and residential landbuildings; and
- achieve sustainable maintenance and growth of the Future Fund.

4.4.2 Future Fund to have a Committee

~~There is to be a~~ Future Fund Advisory Committee (the Committee) ~~is a as a sub-~~committee of the Council of which all the members are Councillors.

The Committee shall be constituted by the following memberspositions:

- the Chair and Deputy Chair, as elected, and
- ~~the Mayor, or a delegate, and~~
- all other Councillors.

The following Council officers will act as liaison officers to the Committee:

- General Manager;
- Chief Financial Officer, ~~and~~
- ~~Independent Financial Advisor.~~
- Director - Infrastructure & Property
- Director - Community and Economy
- Director - Planning & Environment
- Legal Counsel
- Manager Property & Building Services

The Ceommittee is to provide the Future Fund with a level of oversight, independent review, and recommendations for Council.

~~The Committee is a Committee of Whole but is not delegated Council functions under Section 377 of the NSW Local Government Act 1993.~~

~~A Councillor or staff member who is serving as a Committee member must not be remunerated except for the reasonable expenses relating to the work of the Committee.~~

~~A Committee member must agree that it is a condition of the appointment that they are bound by Council's Code of Conduct in the same way that a Councillor would be bound.~~

~~The committee may~~will seek a panel of advice from independent advisors for fund management, property acquisition/disposal, and risk management.

4.5 Acquisition, development, and disposal of assets in the Future Fund

The Committee shall review, not less than quarterly, the budget and assets in the Future Fund to ensure consistency with purposes set out in 84.4.1 of this Policy.

The Committee may, after considering the matters set out in 84.4.1 and subject to the matters set out in 54.1 and 64.2 of this Policy, make such recommendation as to the acquisition, development, demolition or disposal of (whether or 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.

Council shall at all times adhere to the principles of competitive neutrality.

Any financial surplus in the Fund is to be transferred to the General Fund or retained in the Fund in such proportions as Council may from time to time determine.

Nothing in this policy prevents the Committee from recommending the use of loans to finance the activities of the Fund.

Council may choose to adopt, vary or reject the Committee’s recommendation.

4.6 Reporting

At least quarterly, the Committee shall provide a report to Council and Council shall provide a report to the community ~~annually~~in Council’s Annual Report which sets out the performance of the Future Fund against its purposes. Reporting shall include, but is not limited to:

- Operational Performance,
- Financial health of the fund, including;
 - Operational result,
 - Return on Investment,
 - Performance of each asset,
 - Portfolio distribution by asset type,
 - Capital Growth by asset type, and
 - Any other matter Council requests.

4.7 Protocols

~~The Committee and/or~~ Council’s General Manager may make protocols dealing with any aspect of this Policy not inconsistent with this Policy including, without limitation, the conduct of Committee members.

Review

~~This Policy is to be reviewed within the first twelve months and not less than every four years thereafter.~~

5. Roles, Responsibilities and Delegations

~~[This section should be used to list all roles, responsibilities and delegations related to this policy. The number of rows should be amended as required.]~~ The Committee is a committee of the Council under section 355 of the *Local Government Act 1993* (NSW). The Committee is delegated its functions by resolution of the Council and is subject to the restrictions contained in section 377 of the *Local Government Act 1993* (NSW).

Role	Responsibility
Councillors	Members of the Future Fund Committee
Directorate Leadership Group Members	Act as liaison officers to the Committee (non-members)
Manager Property & Building Services	Act as liaison officers to the Committee (non-member)

6. 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.~~

5.7. Related Documents

Legislation and Guidelines

- [Australian Consumer Law](#)
- [Government Information \(Public Access\) Act 2009 \(NSW\)](#)
- [Local Government \(General\) Regulations 2021 \(NSW\)](#)
- [Local Government Act 1993 \(NSW\)](#)
- [Public Interest Disclosures Act 2022 \(NSW\)](#)

Policies and Procedures

- [Code of Conduct](#)
- [Councillor Expenses and Facilities Policy](#)

Other Supporting Documents

- [Future Fund Committee Terms of Reference](#)

6.8. 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.	12/10/2021	CFO	Adopted by Council on the 12-Oct-2021.
2.	07/05/2021	Review team	Policy rewrite for new Council term.

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.

The Schedule

No.	Common Name of Asset	Lot and Deposited Plan No.
1	84 Bridge Street, Muswellbrook	LOT: 50 DP: 707846
2	93A Hill Street, Muswellbrook	LOT: 1 DP: 1183406
3	5 Stanton Road, Seven Hills	LOT: 16 DP: 209284
4	Brook Street Plaza, 30 Brook Street Muswellbrook	LOT: 1 DP: 76058 & LOT 6 DP: 219503
5	Glen Munro Road, Muswellbrook	LOT: 9 DP: 1131270
6	HACC Building, 155 Maitland Street, Muswellbrook	LOT: 2 DP: 118310
7	Market House, 2-4 Market Street, Muswellbrook	LOT: 1 DP: 229730
8	Marketplace, 72-78 Brook Street, Muswellbrook	LOT: 11 DP: 1046939
9	Sam Adams College, 63 Maitland Street, Muswellbrook	LOT: 2 DP: 857936
10	Upper Hunter Tertiary Education Centre, 87 Hill St, Muswellbrook	LOT: 3 DP: 11221
11	Wollombi Future Residential, 35-53 Wollombi Road, Muswellbrook	LOT: 48 DP: 261812
12	Wollombi Future Residential, 149-151 Wollombi Road, Muswellbrook	LOT: 70 DP: 261812
13	Wonderschool (Throsby) 54 Kunapalari Street, Throsby ACT	Title identifier 2433:18, Section 17, Block 4
14	111 Brook Street, Muswellbrook	LOT: 1 DP: 1069572
15	8637 New England Hwy, Muswellbrook	LOT: 161 DP: 597534
16	0 Turner Street, Denman	LOT: 42 DP: 771226

Future Fund Committee

Terms of Reference

22 April 2025:

Table of Contents

1.	Objective	3
2.	Scope	3
3.	Authority	3
4.	Composition and Tenure.....	4
	<i>Members (Voting).....</i>	<i>4</i>
	<i>Attendees (Non-Voting)</i>	<i>4</i>
	<i>Invitees (Non-Voting) For Specific Agenda Items</i>	<i>4</i>
5.	Responsibilities of Members	4
6.	Reporting	4
7.	Meetings	5
8.	Attendance at Meetings and Quorums.....	5
9.	Voting	5
10.	Secretariat	5
11.	Conflicts of Interest	5
12.	Induction	5
13.	Review of Committee Terms of Reference.....	6

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, delegation and responsibilities to:

- Review the budget, performance, and assets in the Future Fund to ensure consistency with the purposes of the Committee as set out in ~~s4.4.1 5.2 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

The Committee is a committee of the Council under section 355 of the Local Government Act 1993 (NSW). The Committee is delegated its functions by resolution of the Council and is subject to the restrictions contained in section 377 of the Local Government Act 1993 (NSW).

Muswellbrook Shire Council authorises the Committee, within the scope of its role, delegation and responsibilities to:

- By way of delegation, exercise the functions of Council subject to Chapter 12 of the Local Government Act 1993 (NSW).
- By way of delegation, make decisions in relation to the development, demolition and/or maintenance of any asset identified in the Schedule.
- Make recommendations to Council as to the purchase, sale, exchange or surrender of any land or other property (but not including the same of items of plant or equipment).
- ~~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 prior 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 [with a Chair and Deputy Chair elected](#).

[The Chair and Deputy Chair will be elected by majority vote of the Council at the beginning of each new term of the Council.](#)

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](#)
- [Manager Property & Building Services](#)

Invitees (non-voting) for specific Agenda items

Other officers may attend by invitation as requested by the Committee or the General Manager.

[The Committee may seek advice from independent advisors in relation to specific agenda items.–](#)

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; [and](#)
- 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 a minimum](#), at 5.30 pm 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 [sevenfour](#) (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 committee.

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.

**10.3.6. Capital Expenditure Review – Olympic Park Precinct Upgrade – Revision 2025**

Responsible Officer:	Director - Infrastructure & Property
Author:	Recreation & Property Officer
Community Strategic Plan:	5 - <i>Community Infrastructure</i> Effective and efficient infrastructure that is appropriate to the needs of our community
Delivery Program Goal:	2.1.2 - Promote and facilitate increased participation in active and passive recreation activities.
Operational Plan Action:	1.4.1.1 - Construct Olympic Park Grandstand and Amenities.
Attachments:	Nil

PURPOSE

To provide for Council's consideration an updated Capital Expenditure Review for the Olympic Park Precinct.

OFFICER'S RECOMMENDATION

Council:

1. Notes the updated Capital Expenditure Review for Olympic Park Precinct;
2. Notifies the NSW Office of Local Government of the updated Capital Expenditure Review; and
3. Endorses the continued delivery of the project within the approved budget and grant funding conditions.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

A revised Capital Expenditure Review (CER) has been undertaken to confirm current estimated capital and operational costs considering the design finalisation and value management outcomes.

Council's consideration of the CER will inform the project in proceeding to the final procurement and construction stage.

It's critical that Councillors understand the implications of the capital and ongoing costs.

PREVIOUS RESOLUTIONS

There have been numerous Council reports, exceeding 35, regarding the Olympic Park Precinct development since the conception of the project in 2017 and the most recent being 17 December 2024.



At the December 2024 Ordinary Council meeting:

10.2.6. Olympic Park Grandstand and Amenities Design

Disclosure of Interest

Cr Hartley declared an insignificant non-pecuniary interest in this item. Cr Hartley advised that he is a member of a committee that uses the Olympic Park facilities.

- 125** RESOLVED on the motion of Cr A. Barry and Cr C. Bailey that:
Council endorses the Olympic Park Grandstand and Amenities Design - Option 4 to allow detailed design documents to be completed to proceed for construction tender.
- In Favour Cr C. Bailey, Cr A. Barry, Cr J. Drayton, Cr L. Dunn, Cr D. Hartley,
Cr G. McNeill, Cr D. Marshall, Cr M. Morris, Cr R. Scholes and Cr S. Ward
- Against: Nil

BACKGROUND

In February 2018, Council adopted the Stage 1- Olympic Park Master Plan.

‘Stage 1’ of the master plan included:

- Safer vehicle access (in particular, construction of a bridge over Muscle Creek to Wilder Street facilitating egress during major events);
- Car parking;
- Additional storage;
- Improved cycleway and pedestrian connections;
- Environmental works;
- Field improvements; and
- Additional amenities.

Design work for a new grandstand was also included in Stage 1. However, the construction until recently was unfunded, and was included in Stage 2 of the master plan. Funding for Stage 2 of the master plan was not included in Council’s Special Rate Variation submission.

The Olympic Park Precinct Upgrade was part of Council’s successful 2019 Special Rate Variation application to the Independent Pricing and Regulatory Tribunal (IPART).

Most of the scope previously covered under Stage 1 has been completed with the exception of field improvements, additional storage, and additional amenities. This remaining scope in addition to the grandstand construction will be delivered as part of one design and construction contract.

Works completed to date for the Olympic Park Precinct include:

1. Integration of the Olympic Park Master Plan into the Muswellbrook Aquatic Centre Master Plan and Muswellbrook Urban Riparian Landcare Master Plan;
2. Construction of car parks, number six and seven on the Master Plan;
3. Construction of Park Tennis Hitting Wall to enable car parking;
4. Demolition of old Muswellbrook Amateur Theatrical Society (MATS) Hall and relocation of MATS;
5. Shared footpath construction from Rail Underpass to Olympic Park fields;
6. Muscle Creek Nature Trail works;



7. Muscle Creek Bridge to Wilder Street completed with road approaches;
8. Intelligent lighting installed along the footpath from Bridge Street to Bell Street; and
9. Design for both Stage 1 and Stage 2 Grandstand and Amenities design.

The total budget for Olympic Park is approximately \$15.5 million. This includes \$4.8 million capital from the 2019 Special Rate Variation (SRV), external grant funding of \$9.5 million, and other funding, including Voluntary Planning Agreements (VPA) of \$1.2 million.

Project budgets include:

- Car parks \$1.6m
- Wilkinson Avenue \$2m
- Wilder Street Bridge \$1.25m
- Environmental Works \$300k
- Precinct Landscaping \$400k
- Forecourt \$300k
- Amenities & Grandstand \$8.15m
- Field Improvements \$1.5m

Grant funding includes:

1. NSW Government Programmes:
2. Stronger Country Communities Round 3 – Intelligent Lighting \$125k
3. 2019-2020 Active Transport Program - Shared Pathway \$150k
4. Resources for Regions Round 5 – Wilder Street Bridge \$1.25m
5. Stronger Country Communities Round 4 – Facilities \$487k
6. Regional Sport Facility Fund 2020/21 – Amenities \$1m
7. Regional Sport Facility Fund 2021/22 – Field Improvements \$1m

Australian Government Programme:

8. 2022 Election Commitment \$5.5m 'Stage 2'

Since obtaining the initial development approval for grandstand and amenities design for a consolidated construction, Council has worked closely with the Principal Design Consultant (PDC), Barnson, to finalise the detailed design. As part of this process, a Development Application modification has been lodged and is currently being assessed to address design change arising from value management.

In parallel, Council is preparing the tender documentation to procure a suitably qualified contractor to complete the remaining 20% of design documentation and deliver the construction works. The Capital Expenditure Review (CER) has been updated to include the construction of 'Stage 2'.

CONSULTATION

Extensive consultation has been undertaken with user groups, sporting associations, Council's internal stakeholders and the local community. Feedback received has informed the design, layout, and prioritisation of key amenities to maximise community benefit and ensure compliance with relevant accessibility and regional sporting standards.



REPORT

Refer to the *Capital Expenditure Review – Olympic Park Precinct Upgrade – Revision 2025: ‘Stage 2’ Grandstand and Amenities* report issued separately for detail.

FINANCIAL CONSIDERATIONS

The upgraded facility will incur ongoing operational and maintenance costs consistent with the scale and complexity of modern sports infrastructure.

1. **Financial Implications – Capital**

The total budget for Olympic Park is approximately \$15.5 million.

\$8.15M (Stage 2- Grandstand and Amenities)

The project is fully funded through a combination of grant funding, Voluntary Planning Agreement contributions, and Council’s approved Special Rate Variation (SRV) as detailed in the CAPEX report. As a result, no loan repayments or interest costs will be incurred.

2. **Financial Implications – Operational**

Total operational impact is as detailed in the Capital Expenditure Review report.

It’s critical that Councillors understand the implications of the capital and ongoing costs.

POLICY IMPLICATIONS

Nil known.

STATUTORY / LEGISLATIVE IMPLICATIONS

Nil known.

RISK MANAGEMENT IMPLICATIONS

Risks are reviewed at each stage of the project.

COMMUNITY CONSULTATION / COMMUNICATIONS

Extensive community consultation has been undertaken throughout the design process.



10.4. Community and Economy

10.4.1. Innovation Seminar and Challenge

Responsible Officer:	Director - Community & Economy
Author:	Economic Development Officer
Community Strategic Plan:	<i>1 - Economic Prosperity</i> <i>A dynamic local economy with full employment for current and future residents in a diverse range of high value industries.</i>
Delivery Program Goal:	6.3.2 - Continue to prioritise employee welfare initiatives.
Operational Plan Action:	1.2.1.1 - Deliver programs and activities in the Hunter Innovation Precinct as an exemplar economic diversification initiative for the region.
Attachments:	1. The Melt MSC Innovation Challenge v 2 [10.4.1.1 - 1 page]

PURPOSE

To inform Council of a series of Innovation Seminars and an Innovation Challenge to further develop an innovation culture within Council to promote continuous improvement and leveraging Council's investment in the Melt for the benefit of Council staff.

OFFICER'S RECOMMENDATION

Council supports the implementation of a series of Innovation Seminars and an Innovation Challenge available for all Council staff to support organisational culture, learning and development, and innovation, leveraging Council's investment in the Melt Modern Manufacturing Centre.

Moved: _____

Seconded: _____

PREVIOUS RESOLUTIONS

Nil

BACKGROUND

Innovation is one of Council's core SPIRIT values. Council aspires to elevate innovation within the mindset of staff, to seed it, nurture it, and reward it so that it continues to become embedded in Council's organisational culture. Fostering an innovation culture requires training, investment, opportunity, and repetition for it to become sustainable and culture forming within the organisation.

Council has made significant investments into establishing, equipping, and resourcing the Modern Manufacturing Centre and The Melt. These facilities and assets provide staff with access to cutting edge technology, hardware product, and business development expertise. Council has all the necessary facilities in-house to leverage and support Council's efforts towards establishing the desired innovation culture.



The proposed program will:

- provide innovation training for the benefit of all interested staff, to provide them with the necessary foundational skills to become innovators within Council and beyond;
- provide opportunities for staff to put forward their innovative ideas for the development and potential commercialisation of hardware products, and to work collaboratively in teams to realise the product; and
- provide staff with knowledge, skills, and confidence to enhance their professional development.

CONSULTATION

General Manager,

Director Community and Economy,

Directorate Leadership Team.

REPORT

The planned program for staff has two distinct stages:

Stage 1: Innovation Seminars

All Council staff will be invited to participate in one 2-hour Innovation Seminar, delivered by The Melt. The Seminars will be scheduled weekly, during normal working hours on Tuesday and Thursday, in both AM & PM sessions over 4 weeks and be conducted at both the STEM Lab (Donald Horne Building) and Council's Works Depot.

This allows for all staff to have the opportunity to attend, based on workload, priorities, and work location.

The Seminar will be based upon the 5 stages of the Product Development Cycle (ideation, design, prototyping, testing, and refinement).

Stage 2: Innovation Challenge

All Council staff will be invited to submit an idea for the development of a hardware product that improves safety, efficiency, productivity, or other amenity for the user. The product could be for use within Council and/or in the general community.

The proposed timeline for Stage 2 program activities is outlined below and in Appendix B:

Activity	Duration
Application submission	2 weeks
Application Review	4 weeks
Shortlist	1 week
Internal marketing for program involvement	2 weeks



Activity	Duration
Nominations for team member participants	1 week
Nomination review by managers	1 week
Notification of team members' approval	1 week
Program commencement (6 product development modules)	2-6 months
Program completion, including internal and external public recognition and celebration.	

The Melt is delivering these programs as part of Council's existing contractual arrangements.

FINANCIAL CONSIDERATIONS

Ongoing Operational and Maintenance Costs Implications Associated with Capital Project

1. Financial Implications – Capital

Not applicable

2. Financial Implications – Operational

Stage 1:

Average of 40 staff-hours per Seminar session

Stage 2:

2 hrs / week per team member (number of weeks will vary depending on product development complexity). The number of teams formed will depend on the number of product submissions approved for development.

POLICY IMPLICATIONS

Nil.

STATUTORY / LEGISLATIVE IMPLICATIONS

Management of Intellectual Property (IP) Rights

Staff would retain all IP associated with the development of a product. It is not foreseeable that a viable product would be developed through the time commitment allocated to this initiative. Should a staff member wish to pursue the development of a product post the program, this will be carried out in their own time.

RISK MANAGEMENT IMPLICATIONS

Not Applicable.

COMMUNITY CONSULTATION / COMMUNICATIONS

Not Applicable.

MSC Innovation Challenge

Powered by The Melt



Do you have an idea for a physical product that could help us serve our community better or make your job safer or more efficient?

Let us know via this [link](#) what you have in mind and let's workshop it together.

Closing date:	TBA	Submit your suggestion to solve a hardware problem you are currently facing
Shortlist:	TBA	Suggestions will be reviewed and a shortlist announced
Register your interest:	TBA	To attend our internal innovation workshop where you can join with colleagues to dive deeper into the shortlisted ideas
Innovation workshops:	2-6 mths	The Melt team will host a series of monthly innovation workshops in the Donald Horne building to help develop the ideas

MSC will support you to attend the workshops during normal business hours. We encourage your innovative thinking and will help you progress any great ideas through to prototype.



**10.4.2. Community Benefit Fund Procedure**

Responsible Officer: Director - Community & Economy

Author: Director - Community & Economy

Community Strategic Plan: 1 - *Economic Prosperity*
2 - *Social Equity and Inclusion*
3 - *Environmental Sustainability*
4 - *Cultural Vitality*
5 - *Community Infrastructure*
6 - *Community Leadership*

Not Applicable

Delivery Program Goal: Not Applicable

Operational Plan Action: Not applicable

Attachments: 1. DRAFT Muswellbrook Shire Community Benefit Fund Procedure [**10.4.2.1** - 8 pages]

PURPOSE

To request Council's endorsement to place the draft Muswellbrook Shire Community Benefit Fund (MSCBF) Procedure on public exhibition for a period of 28 days.

OFFICER'S RECOMMENDATION

Council ENDORSES:

1. The Community Benefit Fund Procedure to be placed on public exhibition for a period of 28 days; and
2. A further report be submitted to Council at the conclusion of the exhibition period.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

The report provides Council with information regarding the management of the Muswellbrook Shire Community Benefit Fund (MSCBF) through the development of the MSCBF procedure. The procedure has been developed in response to feedback from proponents and it is recommended that the procedure be placed on public exhibition.

PREVIOUS RESOLUTIONS

Council resolution from 25 July 2024 adopts:

1. *The updated Muswellbrook Shire Community Benefit Fund (MSCBF) Policy, as provided in Attachment A.*
2. *The MSCBF Terms of Reference, pending Council acceptance of a minor change relating to a four-year term for the Advisory Committee; and*
3. *APPROVES the preparation and exhibition of the MSCBF Procedure for a period of 28 days.*



BACKGROUND

Due to the anticipated increase in the number of Planning Agreements (PAs) in the Shire, primarily resulting from renewable energy projects, and the need to efficiently and beneficially manage this increase, Council adopted the MSCBF. This policy centralises the management of planning agreement funds through a collaborative governance structure.

During the consultation phase, several changes were made to the documents, including a change to the title of the Policy, which was reported to the 23 April 2024 Ordinary Council Meeting and was subsequently endorsed by Council in July 2024 following public exhibition. The Procedure provides further detail on the management of the MSCBF.

CONSULTATION

Consultation has occurred across Council and ongoing consultation has occurred with Planning Agreement funding proponents.

REPORT

Council committed to developing a procedure to manage the Community Benefit Fund and requested that Staff bring the procedure back to Council for a decision on public exhibition, to seek feedback from proponents on the management of the fund, allocation of project funding, and establishment of the governance framework.

The procedure has been developed based on the requirements of the policy and governance terms of reference and is provided as an attachment to this report. In addition to the public exhibition of the procedure, it will be sent directly to Planning Agreement proponents for their input. Following Council endorsement of the procedure, Council will move to implement the governance framework in August 2025.

FINANCIAL CONSIDERATIONS

The procedure ensures accurate and transparent management of the fund.

The Policy ensures projects that are funded have demonstrated positive outcomes for the community, and that the Fund will build up over time so that interest earned becomes an ongoing source of funds for projects, particularly after State Significant Development (SSD) projects come to the end of their approved life.

POLICY IMPLICATIONS

Muswellbrook Shire Community Benefit Fund Policy MSC052E.

STATUTORY / LEGISLATIVE IMPLICATIONS

Environmental Planning and Assessment Act 1979.

RISK MANAGEMENT IMPLICATIONS

Implementation of the procedure will ensure sound financial management.

COMMUNITY CONSULTATION / COMMUNICATIONS

Extensive community consultation has occurred on the development of the policy, terms of reference. and procedure.



**muswellbrook
shire council**

Community Benefit Fund Procedure

MSC052P

24 JUNE 2025

muswellbrook.nsw.gov.au



Table of Contents

1	Procedure Objective	3
2	Definitions	3
3	Governance Structure	3
3.1	Formation of Advisory Committee	4
3.2	Formation of the Internal Working Group	5
4	Fund Management.....	5
4.1	Financial Management	5
4.2	Program Diversification	5
5	Funding Proposals	5
5.1	Submitting Funding Proposal.....	5
5.2	Consideration of Funding Proposal.....	6
5.3	Approved Funding Proposal.....	6
6	Funding Proposal Criteria	6

1 Procedure Objective

This procedure defines the process to achieve the objectives of the Muswellbrook Shire Community Benefit Fund (CBF) Policy by establishing a structured framework for fund management, funding proposal assessment and project evaluation.

It seeks to ensure transparency, accountability, and effectiveness in the allocation and expenditure of planning agreement funds towards initiatives that diversify and grow the economy; improve wellbeing, liveability and education/training and employment opportunities; and support environmental conservation principles.

Through detailed investment logic management analysis and community engagement, the CBF will facilitate the strategic use of planning agreement funds under the *Environmental Planning & Assessment Act 1979* to ensure that the CBF achieves the CBF policy objectives and goals of the Muswellbrook Shire Community Strategic Plan.

2 Definitions

Term	Definition
Act	<i>Environmental Planning and Assessment Act 1979</i>
Annual Report	An Annual Report is a detailed report on proposals, project status updates, financial statements, measures of success and outcomes, prepared by Council following the completion of the financial year.
CBF Advisory Committee	The committee established under Section 3 of this Procedure
CBF Internal Working Group	The working group established under Section 3 of this Procedure
Community or other organisations	Other organisations or individuals outside of Muswellbrook Shire Council from whom funding proposals may be received
Community representative	A member of the community who has met all criteria and been appointed by Council as a member of the Community Benefit Fund Advisory Committee
Community Strategic Plan	Muswellbrook Shire Council Community Strategic Plan 2025-2035 or the most recently adopted CSP.
Council	Muswellbrook Shire Council's Governing Body / Councillors
Development Proponents	All proponents in the Shire with a Planning Agreement with Council that relates to mining, quarrying, energy generation, or other State Significant Development in the non-urban areas of the Shire.
Fund	A defined account into which identified monies from Planning Agreements are deposited and expended
Funding Proposal/s	Defined in Section 5 of this Procedure
Funding Proposal Criteria	Defined in Section 5 of this Procedure
MSC	Muswellbrook Shire Council
Voluntary Planning Agreement (VPA)	An agreement between Muswellbrook Shire Council and a development proponent created under the <i>Environmental Planning & Assessment Act 1979</i>

3 Governance Structure

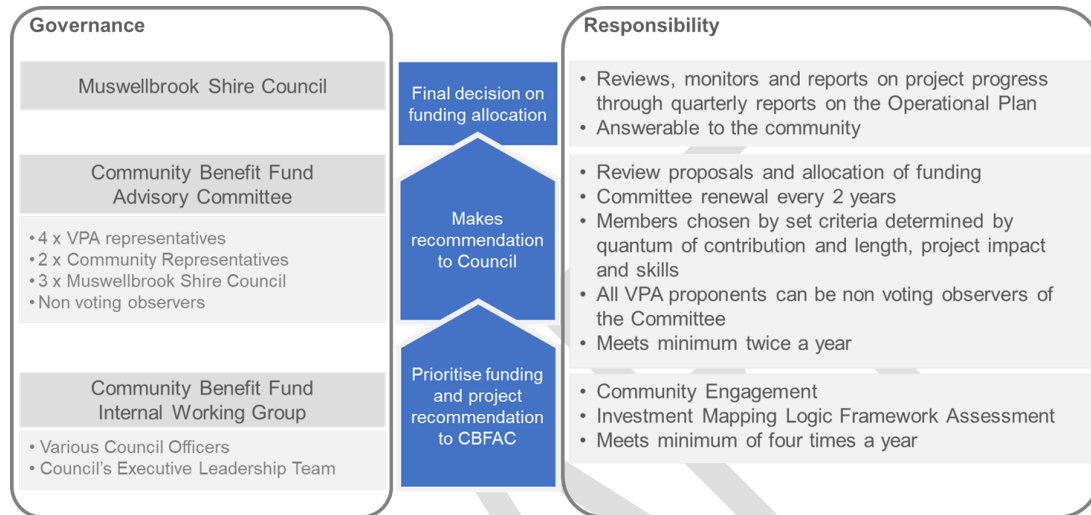
The governance structure consists of:

- a. **CBF Advisory Committee** whose roles and responsibilities are provided in the Terms of Reference of the Committee;
- b. **CBF Internal Working Group** whose roles and responsibilities are provided in the Terms of Reference for the Group; and

- c. **Muswellbrook Shire Council** elected body, “the Council”, who represents the interests of the community and is the final decision maker. The Council's roles and responsibilities are governed by the *Local Government Act 1993*.

The following table summarises the governance framework decision making and responsibilities.

Table 1



3.1 Formation of Advisory Committee

- (a) As soon as practicable after the election of a new Council, Council must establish a CBF Advisory Committee to manage the funds in accordance with the policy.
- (b) Council will call for four (4) VPA Representatives from current VPA proponents with active agreements with Council through a written expression of interest process.
 - (i) The VPA representatives seeking appointment to the Committee will complete an application form and will be assessed on the following criteria:
 - Quantum of annual agreement contribution;
 - Length of agreement;
 - Impact of project on the community over the short and long term;
 - Impact of closure and future land use opportunity;
 - Skills of the nominated representative to contribute to the success of the fund in the best interests of the community.
 - (ii) The Internal Working Group will shortlist applicants and present them to Council for approval.
- (c) Council will call for two (2) Community Representatives through a formal advertising campaign, including newspaper, radio, and digital media.
 - (i) The Community Representatives seeking appointment to the Committee will complete an application form and will be assessed on the following criteria:

- Skills of the nominated representative to contribute to the success of the fund in the best interests of the community, including community understanding, financial acumen, legal, governance, and professional experience;
 - Residential location with preference given to residents of Muswellbrook Shire;
 - Statement of motivation for applying to be a Community Representative of the committee;
 - Declaration of any actual or perceived Conflicts of Interest.
- (ii) The Internal Working Group will shortlist applicants and present them to Council for approval.
- (d) The Committee will meet twice per year.
- (e) The Committee will be dissolved at the end of each Council term.

3.2 Formation of the Internal Working Group

- (a) The Internal Working Group members will be appointed by the General Manager based on role requirements, resourcing, and skills.
- (b) The Internal Working Group will meet at least four times per year.
- (c) The Internal Working Group will report to the CBF Advisory Committee.
- (d) The General Manager will dissolve the Internal Working Group at their discretion.

4 Fund Management

4.1 Financial Management

- (a) Financial management of any funds under the Program will be undertaken in accordance with the Muswellbrook Shire Community Benefit Fund Policy (MSC052E).
- (b) Funds allocated to the Program will be:
- (i) Separately managed to MSC's other sources of funding; and
 - (ii) All interest earned through the fund is retained by the fund for allocation.
- (c) The funds will be accounted for transparently and reported in an Annual Report to the Committee and VPA proponents.

4.2 Program Diversification

- (a) The Committee shall retain a minimum of 10% of the annually collected funding for future allocation.
- (b) The committee shall aim to allocate funds to a diverse range of projects which achieve a broad range of CSP objectives and the principles of the policy over the life of the Committee.

5 Funding Proposals

5.1 Submitting Funding Proposal

- (a) Funding proposals may be submitted from the community, other organisations, individuals, Council

Officers, and Development Proponent for consideration, if the Funding Proposal:

- (i) satisfies the Funding Proposal Criteria outlined in Section 6; and
 - (ii) has been submitted on the funding proposal form on Council's website.
- (b) Requests for funding proposals will be advertised annually on Council's website in October.

5.2 Consideration of Funding Proposal

- (a) Funding proposals will be assessed by the Working Group against the set criteria and an investment logic framework.
- (b) The Working Group will rank projects according to their ability to meet the criteria.
- (c) The Working Group will circulate all funding proposals to Development Proponents, and Proponents will rank the recommended projects.
- (d) The recommended project list is presented to the Advisory Committee in March for review and allocation of funding in the subsequent year's budget.
- (e) The Advisory Committee makes recommendations to Council for approval and inclusion in the budget.

5.3 Approved Funding Proposal

- (a) Council may approve a recommended Funding Proposal within the timeframe and budget agreed by the CBF Advisory Committee in relation to that specific recommended Funding Proposal.
- (b) The timeframe to implement an approved Funding Proposal may vary depending on the nature and complexity of the approved Funding Proposal.

6 Funding Proposal Criteria

- (a) A Funding Proposal must have a demonstrated economic, social, or environmental benefit for the community within the Muswellbrook Shire Local Government Area and must:
 - (i) Be for a public purpose as defined by Section 7.4(2) of the Act;
 - (ii) Meet the intent of the Fund and the policy;
 - (iii) Align with the values in Council's Community Strategic Plan;
 - (iv) Commence within the financial year or be milestone funded;
 - (v) Meet the requirements of the funding proposal;
- (b) The aim of the CBF is to foster the long-term socio-economic and environmental prosperity of Muswellbrook Shire, while promoting the health and wellbeing of the community by:
 - (i) Supporting job creation, entrepreneurship, and diversifying the Shire's industry base.
 - (ii) Supporting education and training opportunities for school, TAFE, and University based students to maintain a prosperous economy as economic drivers evolve.
 - (iii) Supporting and promoting activities that provide fulfilment for residents through arts and culture, and by creating attractive outdoor spaces.
 - (iv) Undertaking community projects that enhance the social, cultural, and recreational wellbeing of local residents.

- (v) Supporting and promoting sporting activities and events that attract visitors to the Shire.
 - (vi) Undertaking projects that allow the community to successfully adapt to the impacts of climate change.
 - (vii) Minimising adverse impacts on housing affordability and social issues arising from changes to the housing market linked to major development.
 - (viii) Assisting with improvements to the physical and mental health outcomes and the physical and mental health services for the residents of the Shire.
 - (ix) Introducing Smart Place technology and initiatives in the Shire.
 - (x) Improving infrastructure in accordance with the Community Strategic Plan.
 - (xi) Promoting and supporting initiatives that preserve regional biodiversity and improve biodiversity corridors and connections.
 - (xii) Supporting initiatives that minimise waste and improve long-term community sustainability and environmental outcomes for future generations.
 - (xiii) Supporting initiatives to protect and maintain Aboriginal heritage, historic heritage, and cultural landscapes; and
 - (xiv) Supporting initiatives that manage other environmental contributors such as water resources, air quality, bushfire, climate, soil, and agriculture.
- (c) The Fund will be used to deliver projects, activities, and events that result in a demonstrated environmental, economic, or social benefit for the Muswellbrook Shire community.

Policy Reference

Muswellbrook Shire Community Benefit Fund Policy - MSC052E

Associated Council Documentation

Muswellbrook Shire 2025-2035 Community Strategic Plan

Version History

Version No.	Date changed	Modified by	Amendments made /Previous adoption details
1	07/03/2024	Director Environmental and Planning Services	Draft procedure
2	25/11/2024	Env Planning Officer	Update following public exhibition of MSCBF Policy and Terms of Reference.
3	13/06/205	Director Community and Economy	Finalise draft procedure for pubic exhibition

**10.4.3. Council Grant and Community Engagement Update**

Responsible Officer: Director - Community & Economy

Author: Grants and Community Engagement Advisor

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: 6.2.1.4 - Seek funding opportunities to support the interests and aspirations of the Shire identified by the Community Strategic Plan and Delivery Program.

Attachments: Nil

PURPOSE

To advise Council of recent grant applications submitted, grant funding recently announced or to be announced shortly, upcoming grant opportunities, and key community engagement opportunities.

OFFICER'S RECOMMENDATION

Council notes the information contained in the report and endorses Council staff to review and apply for funding opportunities identified in the report.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

To advise Council of recent grant applications submitted, grant funding recently announced or to be announced shortly, and of upcoming grant opportunities.

Council has been successful with the following:

- a **2025-27 NSW Heritage Grant**, valued at \$25,000; and
- Council has obtained almost \$200,000 in funding for the **upgrade the approaches of three level crossings at Sandy Hollow**.

Grant applications recently submitted include:

- An application under the **Tech Savvy Seniors program** to run a number of sessions at Muswellbrook and Denman Library branches.



Grant funding opportunities for review and submission in May, June, and beyond include:

- The **Low Carbon Landscapes Grant** offers significant funding to support the early development of large-scale carbon abatement projects in the primary industries and land sector; and
- Round 3 of the **development of a Skilled, Sustainable Local Workforce for Muswellbrook Shire Council** under the Fresh Start for Local Government Apprentices, Trainees, and Cadets.

PREVIOUS RESOLUTIONS

Nil.

BACKGROUND

Council has been successful in obtaining grants which have been decided via competitive applications and continues to receive grant allocations from both State and Federal government and other sources for which Council nominates appropriate projects.

CONSULTATION

Grant applications are aligned to projects identified by the Muswellbrook Shire Community Strategic Plan and Delivery Program and are prepared in consultation with Council's senior managers and key staff in relevant sections. Councillors are regularly consulted regarding grant applications via Council and Committee meetings.

REPORT

Grant Applications Recently Announced

Council has been informed that applications for funding under the following grant programs have been **successful**:

- a 2025-27 NSW Heritage Grant, valued at \$25,000, with the funding to be used for a small grants program and the Heritage Advisor Service; and
- Council has obtained almost \$200,000 in funding for the **upgrade the approaches of three level crossings at Sandy Hollow** under the NSW Level Crossing Improvement Program (Regional Council Minor Works). One crossing is on Bylong Valley Way and the other two are on Goulburn Drive, Sandy Hollow.

Council has been informed that applications for funding under the following grant programs have been **unsuccessful**:

- Two applications for funding under the Get NSW Active program - **a path from Osborn Avenue and Ruth White Avenue to the intersection of Adams Street and Thompson Street near Muswellbrook South Public School, and paths at the intersection of George, Doyle and Brentwood Streets and Brecht Street (from King Street to Brentwood Street), near the Muswellbrook Hospital Precinct and Muswellbrook High School;**
- An application for funding under the Transport for NSW Open Streets program for the staging of the **Denman Wine, Food and Film Affair** across the next three years;
- An application for funding under the NSW Social Cohesion grant program for a project titled **Who We Are: Muswellbrook Shire Stories Celebrating Diversity, Strengthening Harmony** which would have been a multifaceted project highlighting the diverse voices of local residents; and



- Council's application for the delivery of **Stage 2 of the Denman Tourist Park** to the 2024-25 Crown Reserves Improvement Fund. This funding process was very competitive. 297 applications were received, with a total value more than six times the available funds.

Grant Applications Recently Submitted

Council has recently submitted the following application for grant funding:

- Council has submitted an application under the **Tech Savvy Seniors program** to run a number of sessions in Council's libraries. The 20 sessions will provide basic technical training for up to 6 participants per session and will be delivered within the Muswellbrook and Denman Library branches using existing equipment and technologies. Library staff will plan and deliver the program.

Upcoming Grant and Funding Opportunities

The following are current potential grant and other funding opportunities:

- The Multicultural NSW **Stronger Together Festival and Event Grants Program** provides funding for multicultural and multifait community groups to deliver festivals and events that celebrate and embrace our state's vibrant cultural diversity. Round One of the 2025-2026 Festival and Event Program is now open. Grants range from \$5,000 to a maximum of \$20,00 and are for festivals and events held between 1 September 2025 and 31 March 2026. **Grant applications are open until 5pm on Monday 7 July 2025 and, because Councils are unable to apply for this grant, staff will promote this opportunity to local community organisations.** More information is available at <https://multicultural.nsw.gov.au/stronger-together-events-festivals/>
- Round 3 of the **Fresh Start for Local Government Apprentices, Trainees, and Cadets program** is set to open again in July 2025, continuing the NSW Government's commitment to strengthening the local government workforce. With a total investment of \$252.2 million over six years, the program aims to fund 1,300 new positions across councils statewide, addressing critical skills shortages, particularly in regional and rural areas. Eligible councils, county councils, and joint organisations can apply for funding that covers 100% of the applicable award wage for new apprentices, trainees, or cadets, along with an additional 15% to cover on-costs. Staff are reviewing Council's application submitted earlier in the year to determine what positions Council should apply for in this round. More information is available at <https://www.olg.nsw.gov.au/programs-and-initiatives/apprentice-and-trainee-program/faq/>; and
- The **Low Carbon Landscapes Grant** offers significant funding to support the early development of large-scale carbon abatement projects in the primary industries and land sector. Grants of up to \$500,000 are available for projects targeting a single landscape area, while projects involving two to five target landscapes can apply for up to \$1,000,000. Open to businesses, individuals, local governments, and not-for-profit organisations, the grant aims to help projects progress to a stage where they are investment-ready. By focusing on the foundational phases, the grant supports the creation of high-quality, landscape-scale initiatives that contribute to long-term carbon reduction. **Applications are open until 7 August 2025** and Council staff are considering options for this funding opportunity. More information is available at <https://www.energy.nsw.gov.au/business-and-industry/programs-grants-and-schemes/primary-industries-productivity-and-abatement/opportunities-for-NSW-landholders/low-carbon-landscapes-grants>

**Other grant outcomes to be announced shortly**

Council is expecting to be notified shortly about the outcome of the following applications:

- In mid-September 2024, Council applied for almost \$5 million in funding under Stream 1 (Precinct Development and Planning) of the Commonwealth Regional Precincts and Partnerships Program for a **Precinct and Place Strategy for the Hunter Integrated Energy Hub around the Bayswater Power Station**. The application was submitted in partnership with AGL; and
- Two applications under the NSW Regional Economic Development and Community Investment Program, namely **Hunter Mining Supply Chain: Business Readiness Program and Delivery of Stage 2 of the Wollombi Road Precinct Masterplan**.

Variations, including time and scope

Council has recently submitted variation requests for:

- An extension in time to complete Milestone 2 (the awarding of the construction contract) for the \$1 million funding received from the NSW Office of Sport for the **Grandstand at Olympic Park**.

Progress reports

Council has recently submitted progress reports for:

- Funding received via the Commonwealth Priority Community Infrastructure Program for the **delivery of the Grandstand in Olympic Park**.

Acquittals

Council has recently acquitted the following grant:

- Community Improvement District Pilot Program project for **activating the Hunter Innovation Precinct in Muswellbrook**.

Community Engagement

- Muswellbrook Shire Council recently held a significant community consultation with Aboriginal and Torres Strait Islander community members, reaffirming its commitment to inclusive decision-making. The gathering provided a respectful and open forum for participants to share their experiences, cultural perspectives, and ideas for the future. Discussions covered a wide range of issues, including access to services, recognition of culture and history, and priorities for community wellbeing. The insights gained will directly inform Council's planning, programs, and policies relating to Indigenous communities across the Shire. The consultation is an important step towards ensuring Indigenous voices are central to decisions that affect them and the importance of Council listening first and creating space for honest dialogue.

Muswellbrook Shire Council Grants Portal

The report for data from January to May 2024 for Council's grant funding portal at <https://muswellbrook.grantguru.com.au/> is listed in the table below. At the end of May there were 107 individuals registered on the portal (registrations are people that have registered to the portal via the signup form and are still active). In the month of May 2025, there were 677 email alerts generated and there were 1,565 grants in the email alerts.



Indicator	May	Apr	Mar	Feb	Jan
Total cumulative registrations to the portal	107	106	106	106	106
People with active alerts	65	65	65	65	65
Grant alerts sent by email to registered users	677	653	765	677	635
Grants in the email alerts	1,565	1,526	2,275	2,250	1,525

Community interaction with the grant finding portal is generally positive while the number of registered users continues to remain stable.

CONCLUSION

Council may choose to support the recommendation or identify other priorities.

FINANCIAL CONSIDERATIONS

The funding received under these grant programs will offset expenditure that would otherwise need to be committed by Council.

POLICY IMPLICATIONS

Council will need to maintain any assets for which funding is obtained according to Policy A40-1 - Asset Management Policy.

STATUTORY / LEGISLATIVE IMPLICATIONS

Council's grant applications align with the goals identified in the Muswellbrook Shire 2022/2032 Community Strategic Plan, and with a range of Federal, State, and regional strategies and plans. Where grant applications are successful, Council will be required to enter into a grant agreement with the funding body.

RISK MANAGEMENT IMPLICATIONS

Council is required to identify risks and associated risk management strategies for each project in preparing a grant application.

COMMUNITY CONSULTATION / COMMUNICATIONS

The grant funding announcements contained in this report are no longer under embargo.



11. Minutes of Committee Meetings

11.1. Muswellbrook Sport and Recreation Committee Meeting Minutes - 3 June 2025

Responsible Officer:	Director - Infrastructure & Property
Author:	Property Officer – Community, Sport & Recreation
Community Strategic Plan:	5 - <i>Community Infrastructure</i> Effective and efficient infrastructure that is appropriate to the needs of our community
Delivery Program Goal:	5.1.1 - Review, develop and maintain liveable town and village precincts. 5.1.2 - Maintain and continually improve asset management. 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:	Not applicable
Attachments:	1. Minutes - Muswellbrook Sport and Recreation Committee - 3/06/2025 [11.1.1 - 3 pages]

PURPOSE

To inform Council of a meeting of the Muswellbrook Sport and Recreation Committee Meeting held on 3 June 2025.

OFFICER'S RECOMMENDATION

Council NOTES the minutes of the meeting of the Muswellbrook Sport and Recreation Committee Meeting held on 3 June 2025 and ADOPTS the recommendations contained therein.

Moved: _____ **Seconded:** _____

REPORT

The Property Officer – Community, Sport and Recreation reports that the Muswellbrook Sport and Recreation Committee met on 3 June 2025.

The minutes of the meeting are attached for the information of the Councillors.

MINUTES OF THE MUSWELLBROOK SPORT AND RECREATION COMMITTEE MEETING OF THE MUSWELLBROOK SHIRE COUNCIL HELD VIA TEAMS/THE SEMINAR ROOMS, MUSWELLBROOK LIBRARY, 126 BRIDGE STREET, MUSWELLBROOK ON TUESDAY 3 JUNE 2025 COMMENCING AT 6.00PM.

PRESENT: Cr R. Scholes (Chair), Cr D. Marshall, Mr D. Pike (Mbk Rugby Union Club), Mr D. White (Mbk Australian Football Club), Mr P. Cooper (The Brook Senior Cricket Club and Mbk Senior Rugby League Club), Ms M. Ford (Mbk Swimming Club), Mr J. Broadley (Mbk Football Club), Mr T. McTaggart (Olympic Park Tennis Club), Mr L. McTaggart (Mbk Squash Club), Mr H. Farrow (Mbk Touch Football Association (VC)), Ms F. Feldman (Mbk Junior Rugby League Club (VC)) and Ms S. Edwards (Mbk Junior Cricket (VC)).

IN ATTENDANCE: Mr D. Finnigan (General Manager), Mr M. Lysaught (Director Infrastructure & Property), Mr P. Chandler (Assets & Recreation Officer - Property & Building Services), Mr I. Skaines (Grants & Community Engagement Officer (VC)).

1 Acknowledgement of Country

The Acknowledgement of Country was read by Cr R. Scholes.

2 Apologies

Cr. G. McNeill and Cr. D. Hartley

3 Confirmation of Minutes of Previous Meeting

RECOMMENDED on the motion of Cr D. Marshall and Mr J. Broadley that:

The Minutes of the Muswellbrook Sport & Recreation Committee Meeting held on **4 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

Nil.

5 Business Arising

Nil

6 Business

6.1 Registration Numbers and Bookings

A report was submitted to the Committee reminding clubs and user groups of the requirement to submit registration numbers and complete booking forms.

RECOMMENDED on the motion of Mr T. McTaggart and Mr D. Pike that:

The information contained in this report be noted.



6.2 Field Closures

A report was submitted to the Committee outlining the procedure followed by Council during wet weather regarding the closure of sports fields.

RECOMMENDED on the motion of Mr J. Broadley and Mr T. McTaggart that:

The information contained in this report be noted.

6.3 Grants

A report was submitted to the Committee providing information on recent grant applications submitted, grant funding recently announced or to be announced shortly, upcoming grant opportunities and the status of progress reports and acquittals.

Mr Skaines advised the Committee that there is noticeably not as much grant money available as in previous years and encouraged the clubs to reach out to him if they see a grant they might be interested in so that assistance could be provided.

RECOMMENDED on the motion of Cr D. Marshall and Mr P. Cooper that:

The information contained in this report be noted.

6.4 General Recreation Update

A report was submitted to the Committee providing an update on the status of the General Recreation Programme.

Mr White advised the Committee that the defib battery at Weerman needs to be checked.

Mr Chandler clarified the sizes of the sheds that would be installed at Olympic Park, Weerman Fields and Highbrook Park. Mr Chandler also explained that user groups who would be displaced from Olympic Park during the new Grandstand construction would have priority use of these sheds for storage while construction is happening and that once construction was complete, priority use will revert to the user groups of that field.

RECOMMENDED on the motion of Mr D. White and Mr J. Broadley that:

The information contained in this report be noted.

7 General Business

Skip Bin

Mr White asked whether Council could provide a skip bin or similar additional bin service at fields for sports games, and build the cost into the club registration fees?

Mr Chandler, Cr Scholes and Mr Lysaught advised the Committee that skip bins were a separate service and for a variety of reasons, it would be of benefit if each club could arrange their own additional bin service.

Mr Broadley offered a brief explanation of how Muswellbrook Football Club operates their skip.



Swimming Club

Ms Ford provided an update on some upcoming carnivals on the calendar for Mbk Swimming Club.

Roof Damage - Olympic Park

Ms Feldman inquired about the damage in the roof at Olympic Park.

Mr Chandler confirmed it will be repaired once the rain stops.

Bats

Mr Cooper asked what could be done about the bats around Olympic Park.

Mr Finnigan advised the Committee that Council is restricted in what can be done as the bats are a protected species. The Committee was further advised that Council believes their food supply will soon be exhausted and they will move on on their own, however, Council is applying for an exemption from the State Government to take measures to move them on faster.

AFL Club

Mr White enquired about the fridge for the AFL clubhouse.

Mr Chandler advised that the fridge had been ordered and was on its way.

Mr White also advised the Committee that the club lost stock caused by a recent power outage in town.

Mr Chandler encouraged him to put in a claim to Ausgrid.

Mr White also inquired whether it would be possible to level the small top field at Weeraman Fields to improve the field for juniors.

The Committee was advised that this would be investigated.

Rugby Union

Mr Pike provided an update on recent large carnivals that have been hosted by Rugby Union Juniors and passed on positive feedback from visiting players regarding the state of the ground. Mr Pike also advised the Committee of an upcoming Junior Development Day with the NSW Waratahs which would be hosted by Muswellbrook.

Squash Club

Mr McTaggart provided the Committee with an update on the Squash Club competitions this year. Mr McTaggart also advised the Committee that 10 junior players had been selected in an upcoming tournament in Canberra, and that club member Kris Agosto would be awarded a distinguished long service honour at the NSW Community Sport Awards.

9 Date of Next Meeting

Tuesday 2 September 2025

10 Closure

The meeting was declared closed at 6:45pm

.....
Mr D. Finnigan
General Manager

.....
Cr R. Scholes
Chairperson



11.2. State Significant Development Committee - 10 June 2025

Responsible Officer: Director - Planning & Environment

Author: EA to the Mayor & General Manager

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 - State Significant Development Committee - 10/06/2025 [11.2.1 - 3 pages]

PURPOSE

To inform Council of a meeting of the State Significant Development Committee held on 10 June 2025.

OFFICER'S RECOMMENDATION

Council NOTES the minutes of the meeting of the State Significant Development Committee held on 10 June 2025 and ADOPTS the recommendations contained therein.

Moved: _____ **Seconded:** _____

REPORT

The Director - Environment and Planning reports that the State Significant Development Committee met on 10 June 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 10 JUNE 2025 COMMENCING AT 4:00PM.

PRESENT: Cr J. Drayton (Chair), Cr D. Hartley, Cr C. Bailey, Cr D. Douglas, Cr L. Dunn, Cr G. McNeill, Cr D. Marshall, Cr R. Scholes and Cr S. Ward.

IN ATTENDANCE: Cr M. Morris, Mr D. Finnigan (General Manager), Ms S. Pope (Director – Planning & Environment), Ms S. Richards (Director - Community & Economy), Mrs T. Ward (Sustainability Officer), Ms A. Hathway (Legal Counsell) Ms. L. Ward (and Mrs M. Sandell-Hay.

1 Acknowledgement of Country

The Acknowledgement of Country was read by Cr D. Douglas.

2 Apologies

RESOLVED on the motion of Cr C. Bailey and Cr L. Dunn that:

The apology for inability to attend the meeting submitted by Cr. D Hartley be ACCEPTED.

In Favour: Cr J. Drayton, Cr C. Bailey, Cr D. Douglas, Cr D. Marshall, Cr L. Dunn, Cr S. Ward, Cr G. McNeill and Cr R. Scholes

Against: Nil

3 Confirmation of Minutes of Previous Meeting

RESOLVED on the motion of Cr R. Scholes and Cr D. Marshall that:

The Minutes of the State Significant Development Committee Meeting held on **13 May 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 C. Bailey, Cr D. Douglas, Cr D. Marshall, Cr L. Dunn, Cr S. Ward, Cr G. McNeill and Cr R. Scholes

Against: Nil

4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

Nil

5 Business Arising

Nil



6 Business

6.1 Draft Temporary Workforce Accommodation Policy for SSD Committee, Council and Public Exhibition

RESOLVED on the motion of Cr D. Marshall and Cr S. Ward that:

The State Significant Development Committee:

- A. Provides feedback on the draft *Muswellbrook Shire Temporary Workforce Accommodation Policy* in Attachment A;
- B. Authorises public exhibition of the *Draft Muswellbrook Shire Temporary Workforce Accommodation Policy* for a minimum of 28 days; and
- C. Delegates authority to the General Manager to finalise the draft Policy following consideration of any public submissions, provided amendments do not result in any material changes to the draft Policy as exhibited.

In Favour: Cr J. Drayton, 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 Muswellbrook Coal Mine - Closure Matters

RESOLVED on the motion of Cr R. Scholes and Cr C. Bailey that:

The State Significant Development Committee:

- A. In relation to the draft Mine Closure Plan, authorises the General Manager to write to Muswellbrook Coal Company seeking further changes to the draft Mine Closure Plan in line with this report; and
- B. Approve dissolution of the Muswellbrook Coal Mine Community Consultative Committee (CCC):
 - I. once all rehabilitation contractors have demobilised from the site; and
 - II. at least one final land use master planning workshop has been held involving CCC members.

In Favour: Cr J. Drayton, Cr C. Bailey, Cr D. Douglas, Cr D. Marshall, Cr L. Dunn, Cr S. Ward, Cr G. McNeill and Cr R. Scholes

Against: Nil



6.3 Activities Summary for State Significant Development and Energy Generation Projects

RESOLVED on the motion of Cr L. Dunn and Cr R. Scholes that:
The information contained in this report be noted.

In Favour: Cr J. Drayton, Cr C. Bailey, Cr D. Douglas, Cr D. Marshall, Cr L. Dunn, Cr S. Ward,
Cr G. McNeill 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

8 July 2025

11 Closure

The meeting was declared closed at 4:17PM.

.....
Mr D. Finnigan
General Manager

.....
Cr J. Drayton
Chairperson



11.3. Infrastructure and Property Committee Meeting - 10 June 2025

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: 5.1.4 - Maintain and continually improve community infrastructure across the Shire.

Operational Plan Action: 6.2.1.1 - Provide transparent reporting to the community about Council's finances.

Attachments: 1. Minutes - Infrastructure and Property Committee - 10/06/2025 [**11.3.1** - 4 pages]

PURPOSE

To inform Council of a meeting of the Infrastructure and Property Committee held on 10 June 2025.

OFFICER'S RECOMMENDATION

Council NOTES the minutes of the meeting of the Infrastructure and Property Committee held on 10 June 2025 and ADOPTS the recommendations contained therein.

Moved: _____ **Seconded:** _____

REPORT

The Director - Infrastructure and Property reports that the Infrastructure and Property Committee met on 10 June 2025.

The minutes of the meeting are attached for the information of the Councillors.

MINUTES OF THE INFRASTRUCTURE AND PROPERTY COMMITTEE MEETING OF THE MUSWELLBROOK SHIRE COUNCIL HELD IN THE SEMINAR ROOMS MUSWELLBROOK LIBRARY, 126 BRIDGE STREET, MUSWELLBROOK ON TUESDAY 10 JUNE 2025 COMMENCING AT 4.46PM.

PRESENT: Cr C. Bailey (Chair), Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Marshall, Cr M. Morris, and Cr S. Ward.

IN ATTENDANCE: Cr D. Douglas, Mr D. Finnigan (General Manager), Mr M. Lysaught (Director - Infrastructure & Property), Mrs K. Scholes (Group Manager - Infrastructure & Operations), Mr S. Iagunkov (Manager - Water & Wastewater) and Ms A. Paynter (Admin Officer - Infrastructure & Property).

1 Acknowledgement of Country

The Acknowledgement of Country was read by Cr. Douglas.

2 Apologies

RESOLVED on the motion of Cr R. Scholes and Cr M. Morris that:

The apology for inability to attend the meeting submitted by Cr D. Hartley be ACCEPTED.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

3 Confirmation of Minutes of Previous Meeting

RESOLVED on the motion of Cr R. Scholes and Cr M. Morris that:

The Minutes of the Infrastructure and Property Committee Meeting held on 8 April 2025, a copy of which has been distributed to all members, be taken as read and confirmed as a true record.

In Favour Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

4 Disclosure of Any Pecuniary and Non-Pecuniary Interest

Nil

5 Business Arising

Nil



6 Business

6.1 Concept Design Wybong Road Betterment Project

RESOLVED on the motion of Cr S. Ward and Cr J. Drayton that:

The Committee supports the 20% Concept for the construction of Wybong Road ch 31.1km to ch 33.6km south of Kayuga Road, with the exception of amendments required to the typical road section to achieve a minimum sealed formation width of 9.45 m.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

6.2 Regional Entertainment Conference Centre

RESOLVED on the motion of Cr M. Morris and Cr R. Scholes that:

The Committee:

1. Notes the progress of the revised concept design and updated cost plan for the Regional Entertainment Centre;
2. Supports the revised architect and sub-consultants fee variation of \$140,731 (excluding GST) for design phases 1–7;
3. Approves the continuation of design development to construction tender stage, with further engagement of architect and sub-consultants subject to additional Council approval; and
4. Recommends that Council receives a further report in July 2025 including the full revised Capital Expenditure Review.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

6.3 Major Projects Status Report

RESOLVED on the motion of Cr R. Scholes and Cr M. Morris that:

The Committee notes the information contained in the report.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil



7 Adjournment into Closed Committee

RECOMMENDED on the motion of Cr J. Drayton and Cr D. Marshall that:

The Committee adjourn into 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 provisions outlined in Section 17 below.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

8 Closed Committee

8.1 Asphalt Heavy Patching on The Denman Road (MR 209)

RESOLVED on the motion of Cr J. Drayton and Cr D. Marshall that:

The information contained in the report be noted.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

9 Resumption of Open Committee

RESOLVED on the motion of Cr J. Drayton and Cr D. Marshall that:

The meeting return to Open Committee.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Marshall, Cr M. Morris and Cr S. Ward.

Against: Nil.

10 Date of Next Meeting

12 August 2025



11 Closure

The meeting was declared closed at 5.10pm.

.....
Mr D. Finnigan
General Manager

.....
Cr C. Bailey
Chairperson



11.4. Finance and Governance Committee - 12 June, 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 - Finance and Governance Committee - 12/06/2025 [**11.4.1** - 3 pages]

PURPOSE

To inform Council of a meeting of the Finance and Governance Committee held on 12 June 2025.

OFFICER'S RECOMMENDATION

Council NOTES the minutes of the meeting of the Finance and Governance Committee held on 12 June 2025 and ADOPTS the recommendations contained therein.

Moved: _____ **Seconded:** _____

REPORT

The Chief Financial Officer reports that the Finance and Governance Committee met on 12 June 2025.

The minutes of the meeting are attached for the information of the Councillors.

MINUTES OF THE FINANCE AND GOVERNANCE ADVISORY COMMITTEE MEETING OF THE MUSWELLBROOK SHIRE COUNCIL HELD IN THE SEMINAR ROOMS, MUSWELLBROOK LIBRARY, 126 BRIDGE STREET, MUSWELLBROOK ON THURSDAY 12 JUNE 2025 COMMENCING AT 4.00PM.

PRESENT: Cr R. Scholes (Chair), Cr A. Barry, Cr J. Drayton, Cr L. Dunn, Cr R. Mahajan and Cr M. Morris.

IN ATTENDANCE: Cr G. McNeill, Cr D. Marshall, Mr D. Finnigan (General Manager), Mr J. Hogan (Chief Financial Officer), Mr M. Lysaught (Director - Infrastructure & Property), Ms L. Ward (EA to Mayor & GM) and Mrs M. Sandell-Hay (Governance Officer (VC)).

1 Acknowledgement of Country

The Acknowledgement of Country was read by Cr R. Scholes.

2 Apologies

Nil

3 Confirmation of Minutes of Previous Meeting

RESOLVED on the motion of Cr M. Morris and Cr R. Mahajan that:

The Minutes of the Finance & Governance Advisory Committee Meeting held on **15 May, 2025**, a copy of which has been distributed to all members, be taken as read and confirmed as a true record.

In Favour: Cr R. Scholes, Cr R. Mahajan, Cr A. Barry, Cr J. Drayton, Cr M. Morris and Cr L. Dunn

Against: Nil

4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

Nil

5 Business Arising

Nil

6 Business

6.1 Monthly Financial Report - May 2025

RESOLVED on the motion of Cr M. Morris and Cr R. Mahajan that:

Council notes the Financial Reports for the month ending 31 May 2025.

In Favour: Cr R. Scholes, Cr R. Mahajan, Cr A. Barry, Cr J. Drayton, Cr M. Morris and Cr L. Dunn

Against: Nil



6.2 Report on Investments held as at 31 May 2025

Cr Marshall arrived at 4.12pm

A report was submitted to the Committee providing an update on financial investments currently held by Council in accordance with the Regulation.

RESOLVED on the motion of Cr M. Morris and Cr R. Mahajan that:

The Finance & Governance Advisory Committee notes Council's Investments as at 31 May 2025.

In Favour: Cr R. Scholes, Cr R. Mahajan, Cr A. Barry, Cr J. Drayton, Cr M. Morris and Cr L. Dunn

Against: Nil

6.3 2025-26 Making of the Rates & Annual Charges

A report was submitted to the Committee providing an update on the making of rates and annual charges for the 2025/26 financial year to raise Council's revenue as outlined in the 2025/26 Budget and Revenue Policy.

RESOLVED on the motion of Cr M. Morris and Cr J. Drayton that:

The Finance Committee NOTES the Making of the Rates & Annual Charges for the 2025/2026 financial year noting that there will be some minor changes prior to them being submitted to Council.

In Favour: Cr R. Scholes, Cr R. Mahajan, Cr A. Barry, Cr J. Drayton, Cr M. Morris and Cr L. Dunn

Against: Nil

6.4 DRAFT MSC Revenue Policy 2025/2026 for Adoption

A report was submitted to the Committee providing an update on the 2025/2026 Revenue Policy.

RESOLVED on the motion of Cr M. Morris and Cr R. Mahajan that:

The Committee RECOMMENDS Council adopts the DRAFT 2025/26 Revenue Policy.

In Favour: Cr R. Scholes, Cr R. Mahajan, Cr A. Barry, Cr J. Drayton, Cr M. Morris and Cr L. Dunn

Against: Nil



6.5 DRAFT MSC Fees & Charges 2025/26 for Adoption

A report was submitted to the Committee providing an update on the DRAFT 2025/2026 Fees and Charges.

RESOLVED on the motion of Cr R. Mahajan and Cr M. Morris that:

The Finance and Governance Advisory Committee recommends Council adopts the draft 2025/2026 Fees and Charges.

In Favour: Cr R. Scholes, Cr R. Mahajan, Cr A. Barry, Cr J. Drayton, Cr M. Morris and Cr L. Dunn

Against: Nil

6.6 DRAFT 2025/2026 Budget Estimates

A report was submitted to the Committee providing and update on the DRAFT 2025/26 Budget.

RESOLVED on the motion of Cr R. Mahajan and Cr M. Morris that:

The Finance and Governance Committee NOTES the DRAFT 2025/26 Budget and recommends to Council for adoption.

In Favour: Cr R. Scholes, Cr R. Mahajan, Cr A. Barry, Cr J. Drayton, Cr M. Morris and Cr L. Dunn

Against: Nil

7 Closed Committee

Nil

8 Date of Next Meeting

10 July, 2025

9 Closure

The meeting was declared closed at 4.40pm.

.....
Mr D. Finnigan
General Manager

.....
Cr R. Scholes
Chairperson

**11.5. Denman Sport and Recreation Committee Meeting - 12 June 2025**

Responsible Officer: Director - Infrastructure & Property

Author: Technical Officer - Property & Building Services

Community Strategic Plan: 5 - *Community Infrastructure*

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

Delivery Program Goal:

- 5.1.1 - Review, develop and maintain liveable town and village precincts.
- 5.1.2 - Maintain and continually improve asset management.
- 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: 5.1.1.1 - Continually improve development outcomes for infrastructure to meet the needs of the community.

Attachments: 1. Minutes - Denman Sport and Recreation Committee - 12/06/2025 [**11.5.1** - 4 pages]

PURPOSE

To inform Council of a meeting of the Denman Sport and Recreation Committee Meeting held on 12 June 2025.

OFFICER'S RECOMMENDATION

Council NOTES the minutes of the meeting of the Denman Sport and Recreation Committee Meeting held on 12 June 2025 and ADOPTS the recommendations contained therein.

Moved: _____ **Seconded:** _____

REPORT

The Property Officer – Community, Sport and Recreation reports that the Denman Sport and Recreation Committee met on 12 June 2025.

The minutes of the meeting are attached for the information of the Councillors.

**MINUTES OF THE DENMAN SPORT AND RECREATION COMMITTEE MEETING OF THE
MUSWELLBROOK SHIRE COUNCIL HELD IN DENMAN MEMORIAL HALL, OGILVIE STREET,
DENMAN ON THURSDAY 12 JUNE 2025 COMMENCING AT 6.00PM**

- PRESENT:** Cr A. Barry (Chair), Cr S. Ward (Deputy Chair), Cr D. Hartley,
Cr G. McNeill, Cr D. Marshall, Ms M. Walsh (Denman Little Athletics),
Mr S. Andrews (Denman Junior Cricket Association), Mr P. Ball (Denman
& District Senior Cricket), Ms R. Hagan (Denman Netball), Mr B. Dureau
(Denman Sandy Hollow Junior Rugby League Football Club), Mr J. Laing
(Denman Rugby League Football Club), Mr A. Johnston (Denman
Amateur Swimming Club) and Ms K. Shackleton (Denman Squash Club).
- IN ATTENDANCE:** Mr D. Finnigan (General Manager), Mr M. Lysaught (Director - Property
& Place), Mr P. Chandler (Technical Officer Property & Building
Services), Ms S. Medcalf (Administration Officer).

1 Acknowledgement of Country

The Acknowledgement of Country was read by Cr A. Barry.

2 Apologies

RECOMMENDED on the motion of Cr D. Marshall and Mr P. Barry that:

The apologies for inability to attend the meeting submitted by Mr A. Newton and
Mr T. Graham be ACCEPTED.

3 Confirmation of Minutes of Previous Meeting

RECOMMENDED on the motion of Cr D. Marshall and Mr P. Barry that:

The Minutes of the Denman Sport & Recreation Committee Meeting held on **6 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

Nil

5 Business Arising

Nil

6 Business

6.1 Registration Numbers and Bookings

A report was submitted to the Committee reminding Clubs and User Groups of the
need to provide registration numbers and Booking forms.

RECOMMENDED on the motion of Cr D. Marshall and Cr G. McNeill that:

The information contained in this report be noted.



6.2 Field Closures

A report was submitted to the Committee advising of Councils procedure for the closure of fields.

Ms Chapman advised the Committee that sometimes clubs receive conflicting information from email correspondence versus social media and enquired which should be relied on.

Mr Chandler advised the Committee that email correspondence is to be taken as official advice over social media.

Mr Chandler advised the meeting that there are approximately five or six Council staff members who can determine field closures.

Mr Barry inquired if field maintenance budgets had been reduced in recent years?

Mr Chandler explained that maintenance budgets fluctuate as needed in two to three yearly cycles.

RECOMMENDED on the motion of Cr D. Marshall and Cr S. Ward that:

The information contained in this report be noted.

6.3 Grants

A report was submitted to the Committee providing an update on grant applications submitted, grant funding recently announced or to be announced shortly, upcoming grant opportunities and the status of progress reports and acquittals.

Mr Skaines advised the Committee that Council had been unsuccessful in securing a Crown Lands grant relating to enabling works for the Denman Recreation Area stage 1.

Mr Lysaught advised the Committee that there were still some funds available in the new financial year for this project.

Mr Skaines advised the Committee that Council had been successful in securing grants for upgrades at the low level rail crossings at Sandy Hollow and a changing places bathroom facility at Simpson Park.

Mr Skaines encouraged clubs and community representatives to contact him if assistance was required with grants. Mr Skaines also suggested that representatives use Council's on line Grant Guru to find grants and assistance applications.

RECOMMENDED on the motion of Cr D. Marshall and Mr M. Donnelly that:

The information contained in this report be noted.



6.4 General Recreation Update

Mr Chandler advised the Committee that the lights at the new Netball courts are controlled by an app and to contact Council to request access.

Mr Chandler advised the Committee that the Recreation Needs Management Study had been adopted by Council and that the recommendations are yet to be funded.

Mr Chandler further advised the Committee that the Denman Tourist Park updated plan would be subject to further community consultation. Mr Chandler also clarified the process wherein all submissions are presented to Council for consideration.

RECOMMENDED on the motion of Cr D. Marshall and Cr G. McNeill that:

The information contained in this report be noted.

7 General Business

Denman Tennis Club

Mr Chandler advised the Committee that an email had been received from Mr Newton seeking the following:

The Committee was advised that the courts were experiencing significant damage via grass growing onto them and that removal had been attempted by the Club in the past but the Club has requested that grounds maintenance include weed spraying on a regular basis.

Meeting Arrangements

Cr McNeill inquired whether the current arrangement of separate Denman and Muswellbrook Sport and Recreation meetings were appropriate .

The consensus from the attendees was that separate meetings are better.

Cricket Fields

Mr Donnelly inquired whether a sprinkler system could be installed on the cricket and mini fields.

Mr Chandler advised the Committee that this work would occur when funding becomes available.

Pony Club

Ms Redgate inquired whether a Council issued lock for the front gate of the Pony Club and the canteen area, where the defibrillator is stored, and four extra keys for those padlocks could be provided?

Ms Redgate requested that an Ausgrid key to the electricity box on site be provided.

Ms Redgate inquired about re-use water being provided to the cross country area.

Mr Lysaught advised the Committee that unfortunately the water plan had not yet been completed and that this would be actioned, however getting re-use water there is unlikely to be a straight forward process. Mr Lysaught further advised the Committee that the water outlet in the arena is potable water not re-use water.

Ms Redgate requested a map of the water services in the lot to know which is potable water and which is not.



Ms Redgate thanked Councils Grants and Community Engagement Officer, Mr Skaines for his assistance with the last grant they applied for and requested promotional material to use in social media and correspondence.

Mr Skaines advised the Committee that he would assist.

Denman Netball

Ms Hagan sought clarification regarding costs associated with the use of Denman Netball Courts, as there is not yet an official Denman Netball Club.

Mr Chandler advised the Committee of the booking process, how electricity would be charged and costs per player. Mr Chandler also urged Ms Hagan to confirm with Muswellbrook Netball Association about whether their players would be covered by the clubs public liability insurance if they train at Denman.

Discussion took place regarding vandalism, particularly children on ebikes and electric scooters riding on the courts and the location of the tool that spins, lowers and raises the hoops.

Denman Squash Club

Ms Shackleton advised the Committee of the termite damage in the archway at the Indoor Sports Centre, which Council was aware of.

Ms Shackleton also provided a message on behalf of club member Joe, regarding the drainage issue around the building caused by a build up of leaves and debris from the adjacent Community Garden which is causing water damage around the building and water getting under the courts.

Mr Chandler advised the Committee that investigations would be undertaken to determine the extent of the damage.

8 Closed Committee

Nil

9 Resumption of Open Committee

10 Date of Next Meeting

Thursday 4 September

11 Closure

The meeting was declared closed at 7:10pm.

.....
Mr D. Finnigan
General Manager

.....
Cr A. Barry
Chairperson



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. Regional Entertainment Conference Centre

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. REGPRO042526 - Regional Procurement Tender for Supply of Traffic and Safety Signage

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. 2023-2024-0591A - Tender Assessment - Construction of Footpath and Laneway - Bridge Street, Muswellbrook

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.

17.4. 2024-2025-0657 - Tender Assessment - Muswellbrook Water Treatment Plant - Filter Refurbishment Works

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.

17.5. Bushfire Protection Zones – Sunline Street, Muswellbrook

This report is CONFIDENTIAL under the provisions of Section 10A(2)(b) of the Local Government Act 1993, as it relates to the personal hardship of any resident or ratepayer.

Council considers that discussion of the matter in an open meeting would be, on



balance, contrary to the public interest.

17.6. Future Fund Projects

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.

18. Resumption of Open Council

The meeting return to Open Council.

19. Closure

Date of Next Meeting: 22 July, 2025