

Infrastructure & Property

Business Paper

14 April 2026



Infrastructure and Property Committee

Terms of Reference

1. Objective

The objective of the Infrastructure and Property Committee (the Committee) is to make recommendations to Council on the community's infrastructure assets and levels of service.

2. Scope

The scope of activities to be overseen by the Committee include:

- Strategic Infrastructure Planning;
- Levels of service to be provided by Council for infrastructure, property assets and associated activities;
- Priorities for forward expenditure programs;
- Major projects
- Lifecycle of community infrastructure assets, which include:
 - Property and Building;
 - Recreation and Other Structures;
 - Roads and Drainage;
 - Waste Operations Management;
 - Water and Wastewater; and
 - Asset Management.

Council Assets

Physical

Property
Buildings (Operational)
Buildings (Community)
Recreation Facilities
Land Improvements and Other Structures
(Sports Fields and Playgrounds)
Rural Roads
Urban Roads
Car Parks
Footpaths and Cycleways

Flood Mitigation systems: Levee Banks and
Detention basins
Stormwater Management Systems

Waste and Recycling Facilities
Water and Wastewater Treatment Facilities

Intellectual

Asset Management Policy
Asset Registers
Strategic Asset Management Plan
Asset Management Plans
Recreation Needs and Management Study

Recreation Master Plans
Plans of Management
Strategy and Management Plans
Muswellbrook Mine Affected Roads
Network Plan
Flood Studies

Integrated Water Cycle Management
system (ICWM)



3. Authority

Muswellbrook Shire Council authorises the Committee, within the scope of its role and responsibilities, to:

- Request information required to inform decision making (subject to their legal obligations to protect information and with prior consultation with the General Manager);
- Request information from employees (with approval of the General Manager) or Councillors;
- The Committee may request these persons to present information at Committee meetings to assist in understanding any matter under consideration;
- Obtain external legal or other professional advice, as considered necessary, to meet its responsibilities (in accordance with Council Budget and procurement arrangements and subject to prior consultation with the General Manager);
- Make decisions regarding the scope and design of projects for the consideration by Council; and
- Make decisions regarding levels of service.

4. Composition and Tenure

Members (voting)

The members of the Committee shall be Councillors and are listed below.

All members of the Committee are entitled to one vote and, in the event of an equal vote, the Chair has a casting vote.

Name	Department	Role
Cr Clare Bailey	Councillor	Chair
Cr Rod Scholes	Councillor	Deputy Chair
Cr Jeff Drayton	Councillor	Voting Member
Cr Louise Dunn	Councillor	Voting Member
Cr David Hartley	Councillor	Voting Member
Cr Darryl Marshall	Councillor	Voting Member
Cr Max Morris	Councillor	Voting Member
Cr Stephen Ward	Councillor	Voting Member

**Attendees (non-voting)**

The following Council officers will act as liaison officers to the Committee:

Name	Department	Role
Mr Matt Lysaught	Director – Infrastructure & Property	Liaison Officer
Mr Derek Finnigan	General Manager	Attendee
Mrs Kellie Scholes	Group Manager – Infrastructure & Operations	Attendee
Mr Sergei Iagunkov	Manager – Water & Wastewater	Attendee
Ms Joann Polsen	Manager – Waste Operations	Attendee
Mr Paul Chandler	Acting Project Manager – Property & Building Services	Attendee
Mrs Mardi Eriksson	Manager – Property & Building Services	Attendee
Mr Peter Ball	Manager – Works	Attendee

Invitees (non-voting) for specific Agenda items

Other officers may attend by invitation as requested by the Committee or the General Manager.

5. Responsibilities of Members

Members of the Committee are expected to:

- Agree that they are bound by 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 consider 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 on the second Tuesday of every even month at the conclusion of the Finance and Governance Committee Meeting.
- The need for any additional meetings will be decided by the Chair of the Committee, though other Committee members may make requests to the Chair for additional or alternative 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 five (5) 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. 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 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.

10. 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. The final arbiter of such a decision is the Chair of the Committee.

11. Induction

New members will receive relevant information and briefings on their appointment to assist them to meet their Committee responsibilities.

12. 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.



MUSWELLBROOK SHIRE COUNCIL

P.O Box 122
MUSWELLBROOK

8 April, 2026

Cr C. Bailey (Chair)
Cr R. Scholes (Deputy Chair)
Cr J. Drayton
Cr L. Dunn
Cr D. Hartley
Cr D. Marshall
Cr M. Morris
Cr S. Ward
Mr D. Finnigan (General Manager)
Mr M. Lysaught (Director – Infrastructure & Property)
Mrs K. Scholes (Group Manager – Infrastructure & Operations)
Mr S. Iagunkov (Manager – Water & Wastewater)
Ms J. Polsen (Manager – Waste Operations)
Mr P. Chandler (Project Manager – Property & Building Services)
Ms M. Eriksson (Manager – Property & Building Services)

You are hereby requested to attend the Infrastructure & Property to be held in the Meeting Room, Level 1 Tertiary Education Centre, 87 Hill Street, Muswellbrook on **14 April 2026** commencing **at the conclusion of the Finance and Governance Committee meeting.**

Kellie Scholes
ACTING DIRECTOR – INFRASTRUCTURE & PROPERTY



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1 Acknowledgement of Country

Acknowledgement of Country

Council would like to respectfully acknowledge the local Aboriginal people who are the Traditional Owners and custodians of the land on which this meeting takes place

2 Apologies

3 Confirmation of Minutes of Previous Meeting

RECOMMENDATION

The Minutes of the Infrastructure and Property Committee Meeting held on **10 February, 2026**, a copy of which has been distributed to all members, be taken as read and confirmed as a true record.

Moved: _____ **Seconded:** _____

MINUTES OF THE INFRASTRUCTURE AND PROPERTY COMMITTEE MEETING OF THE MUSWELLBROOK SHIRE COUNCIL HELD IN THE TEC MEETING ROOM, LEVEL 1 TERTIARY EDUCATION CENTRE, 87 MAITLAND STREET, MUSWELLBROOK ON 10 FEBRUARY 2026 COMMENCING AT 4:56PM.

PRESENT: Cr C. Bailey (Chair), Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Hartley, Cr D. Marshall, Cr M. Morris and Cr S. Ward.

IN ATTENDANCE: Cr A. Barry, Cr D. Douglas, Cr R. Mahajan, Mr D. Finnigan (General Manager), Mr M. Lysaught (Director - Infrastructure & Property), Mr J. Hogan (Chief Financial Officer), Ms S. Richards (Director - Community & Economy), Mr G. Thamo (Acting Group Manager - Infrastructure & Operations), Mr P. Chandler (Acting Project Manager - Property & Building), Ms A. Paynter (Project Co-Ordinator - Property & Building), Mr N. Mowbray (Policy Officer), Mr I. Skaines (Grant & Community Engagement Co-Ordinator), Mrs M. Sandell-Hay (Governance Officer), Ms L. Ward (EA to Mayor & GM) and Mr K. Oldham (ITC Officer)

1 Acknowledgement of Country

The Acknowledgement of Country was read by Cr. D Hartley.

2 Apologies

Nil

3 Confirmation of Minutes of Previous Meeting

RESOLVED on the motion of Cr M. Morris and Cr D. Marshall that:

The Minutes of the Infrastructure and Property Committee Meeting held on **14 October 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. Hartley, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

Nil

5 Business Arising

Nil



6 Business

6.1 Major Projects Status Report

RESOLVED on the motion of Cr D. Hartley and Cr S. Ward 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. Hartley, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

7 Adjournment into Closed Committee

RECOMMENDED on the motion of Cr M. Morris 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. Hartley, Cr D. Marshall, Cr M. Morris and Cr S. Ward

Against: Nil

8 Closed Committee

8.1 Thomas Mitchell Drive Upgrade Project

RESOLVED on the motion of Cr R. Scholes and Cr D. Marshall that:

The Infrastructure and Property Committee:

1. Notes the correspondence from Goldsprings Group Pty Ltd, who advise they are unable to execute the Contract for Tender 2025-2026-0671 Upgrade of Thomas Mitchell Drive Stage 4B;
2. Recommends not accepting any tenders submitted previously for the Upgrade of Thomas Mitchell Drive – Stage 4B; and
3. Invites, in accordance with section 167, 168 or 169 of the Local Government Regulation 2021, fresh tender submissions for Tender 2025-2026-0671 Upgrade of Thomas Mitchell Drive Stage 4B.



8.2 Safety Interface Agreement Hunter Valley Energy Coal Pty Ltd - Thomas Mitchell Drive

RESOLVED on the motion of Cr J. Drayton and Cr D. Hartley that:

The Infrastructure and Property Committee recommends that Council:

1. Endorses the Safety Interface Agreement between Hunter Valley Energy Coal Pty Ltd and Muswellbrook Shire Council (LI-HSEQ-SIA-015); and
2. Delegates to the General Manager authority to sign the Agreement.

8.3 NSW Public Works Engagement - Denman to Sandy Hollow Pipeline

RESOLVED on the motion of Cr S. Ward and Cr M. Morris that:

The information contained in this report be noted.

8.4 Bulky Waste Services Modernisation Options

RESOLVED on the motion of Cr D. Marshall and Cr L. Dunn that:

The Infrastructure and Property Committee:

1. Notes the information provided;
2. Approves proceeding with the March 2026 Bulky Waste Collection;
3. Requests communication to be held with the community regarding changes to Bulky Waste services; and
4. Requests that a further report be submitted prior to the implementation to any changes to the bulky waste.

9 Resumption of Open Committee

RESOLVED on the motion of Cr J. Drayton and Cr D. Hartley that:

The meeting return to Open Committee.

In Favour: Cr C. Bailey, Cr R. Scholes, Cr J. Drayton, Cr L. Dunn, Cr D. Hartley, Cr D. Marshall, Cr M. Morris and Cr S. Ward.

Against: Nil.



INFRASTRUCTURE AND PROPERTY COMMITTEE MINUTES

10 February 2026

10 Date of Next Meeting

14 April, 2026

11 Closure

The meeting was declared closed at 5:35pm.

.....
Mr D. Finnigan
General Manager

.....
Cr C. Bailey
Chairperson



4 Disclosure of Any Pecuniary and Non-Pecuniary Interests

5 Business Arising

Nil



6 Business

6.1 Major Projects Status Report

Responsible Officer:	Director - Infrastructure & Property
Author:	Project Co-Ordinator
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:	Not applicable
Attachments:	1. CURRENT 2025-2026 - CI Capital Works Hybrid v 1 [6.1.1 - 10 pages]

PURPOSE

To provide for the Infrastructure and Property Committee's information the Major Projects Status Report as of 1 April 2026.

OFFICER'S RECOMMENDATION

The Committee notes the information contained in the report.

Moved: _____ **Seconded:** _____

EXECUTIVE SUMMARY

The Major Projects Status Report is reported to the Committee to provide the status of respective capital projects.

PREVIOUS RESOLUTIONS

Not applicable.

BACKGROUND

A monthly tabular report is provided with status updates and information on major community infrastructure projects.

CONSULTATION

Respective project managers.

REPORT

The Major Projects Status Report, as at 1 April 2026, is attached for the information of the Committee.

This recurrent report is continually reviewed by project teams to include meaningful and current information with reference to Council's Delivery Program and 2025 - 2026 Operational Plan, to provide a clear representation of each project's planned and actual progress.



FINANCIAL CONSIDERATIONS

Provided in the attached table.

POLICY IMPLICATIONS

Nil.

STATUTORY / LEGISLATIVE IMPLICATIONS

Nil.

RISK MANAGEMENT IMPLICATIONS

Risk implications are considered and assessed for all projects.

COMMUNITY CONSULTATION / COMMUNICATIONS

Subject to the type and scale of the project, Council consults and provides communications to the community.

PROJECT	PROJECT STAGE INVESTIGATION (I) DESIGN (D) CONSTRUCTION (C)	PROJECT COST ESTIMATE	FY 25/26 BUDGET (Incl. Carryovers & SEP QBR)	FY 25/26 Carryover	ACTUALS Lifetime for the project / Program	STATUS AT 1 April 2026
General Fund						
MULTIPLE YEAR PROJECTS:						
Denman Recreation Area						
Mountain Bike Trail Denman Rec	I	\$250,000	\$240,447	\$50,000	\$9,553	Mountain Bike Trail Denman Rec Route options over Crown Land being investigated. RFQ design and construct documents being prepared.
New Amenities Denman Rec	I & D	\$506,884	\$481,820	\$617	\$40,064	New Amenities Denman Rec Location and scope to be developed as part of the Denman Tourist Park Masterplan returning to Council from public exhibition. Community forum to be schedule for first quarter of 2026.
Denman Tourist Park	D	\$10,500,000	\$449,186	\$0	\$101,209	Denman Tourist Park Amended Master Plan was placed on public exhibition and reported with submissions received reported to Council. Further funding to be sourced. Community forum to be schedule for first quarter of 2026. Current drawings requested from design team to engage an alternate designer to complete changes from community submissions prior to meeting with stakeholders and community.
Muswellbrook Town Centre Precinct						
Marketplace Laneway	C	\$809,171	\$809,171	\$587,111	\$804,272	Marketplace Laneway Contractors KCE commenced 22 September 2025. Although the laneway is currently closed to pedestrians due to the construction, the works have progressed to a stage where it may be possible to reopen it in the next two weeks, if the safety of the public can be ensured. Work activities are focusing on the completion of the Bridge St hard landscaping, garden preparation and planting, and construction of the rear ramp and stairs, stormwater drainage construction across the rear of the dentist carpark. Consultation with the immediately affected business operators and owners is ongoing. Council has made available the carpark at the rear of the Muswellbrook Amateur Theatrical Society building at the corner of Bridge and Hill Street for use by customers of the affected businesses. <i>Almost at completion final minor works scheduled for mid April</i>
Brook Street Plaza Demolition & Ausgrid Kiosk Relocation	D & C	TBA	\$750,000	\$0	\$58,175	Brook Street Plaza Demolition & Ausgrid Kiosk Relocation The demolition DA lodged in Feb 2026. The public exhibition period ended in late March, and the application is currently awaiting approval. Tender documents are being prepared in parallel.
Remediation & Early Works 116 Bridge Street Demolition & Site Rehabilitation - Public Domain Services Relocation	D & C	TBA	\$2,549,935	\$0	\$112,026	Remediation & Early Works 116 Bridge Street Demolition & Site Rehabilitation The demolition DA lodged in Feb 2026. The public exhibition period ended in late March, and the application is currently awaiting approval. Tender documents are being prepared in parallel.
Loxton House Refurbishment	D	\$3,200,000	\$773,728	\$121,790	\$1,228,359	Loxton House Modification to Development Application approved for staged development, continuing to proceed with tender documentation for Ground Floor and First Floor, and submit new development application to for lower ground floor (restaurant). Further funding to be sourced to be able to proceed with construction tender early in the new year. Consultants working on lower ground floor to ensure alignment with above floors. Once DA is submitted for Lower Ground floor then tenders can be called for Ground Floor and Upper Floor. Budget to be allocated.
Muswellbrook Town Centre Carpark & Drainage - Temporary Carpark - Town Centre Carpark - Stormwater Drainage for Precinct (Hill Street to Brook Street)	D	\$2,050,000	\$1,480,297	\$143,880	\$41,042	Muswellbrook Town Centre Carpark & Drainage Stakeholder consultation ongoing with temporary carpark works commenced June 2025. A quote has been received for the design of the Regional Entertainment Centre carpark and associated precinct drainage. The consultant engagement is currently being negotiated. A workshop on the precinct drainage was held to discuss the options for improving the drainage in the precinct.

Pocket Park - Construction	D	\$2,300,000	\$2,062,207	\$40,556	\$382,143	Pocket Park - Construction Works Detailed design completed, Construction tender currently open. Reported to March 2026 Council Meeting. Contract documents being collated.
Possum Gully Realignment -West Rail Corridor	D & C	\$1,500,000	\$1,381,080	\$81,079	\$137,788	Possum Gully Realignment Design feasibility options were investigated. Based on this information a Request for Quotation (RFQ) has been prepared is being advertised to seek a suitably qualified consultant to undertake the design of the stormwater drainage realignment. The Request for Quote closes 19 December 2025. Contract awarded - site visited, program requested.
Regional Entertainment and Conference Centre	C	\$23,000,000	\$1,560,067	\$370,635	\$3,992,255	Regional Entertainment and Conference Centre At the January 2025 Council meeting, Council endorsed to progress with revised design scope for the Stage 1. Theatre and proceed with development application based on the revised design scope with the inclusion of a half fly tower and support a Stage 2 Studio and additional back of house for concept only. Design progression reported to the September 2025 Ordinary Council meeting. Concept designs approved after value management options included. Development Applications pack is 90% prepared and awaiting final couple of supporting documents. Funding to be reviewed and sourced as part of the Capital Expenditure Review. Uploading of documents for DA has commenced while Statement of Environmental Effects is being completed.
Olympic Park Precinct						
Olympic Park Amenities and Grandstand	D & C	\$8,150,000	\$3,287,474	\$528,351	\$1,610,987	Olympic Park Amenities and Grandstand December 2024 Council endorsed design Option 4 (renew option) to allow detailed design documents to be completed to proceed for construction tender. Development Application modification is required to progress with Option 4 and is being assessed concurrently. Shed contractor for Highbrook, Olympic Park, and Weeraman awarded contract and installations near completion. Detailed Design and Construct tender for the Olympic Park Amenities and Grandstand closed 26 September 2025. Construction tenders were assessed and reported to the November 2025 Ordinary Council meeting where it was resolved to negotiate with preferred tenderers due to available budget and modification to Development Assessment still under review. Negotiations with two preferred tenderers have commenced. Positive meeting held with Regional Planning Panel held on 3 February at 2 pm awaiting written approval. Contract has been executed and design phase started.
Olympic Park Field Improvements	D & C	\$1,500,000	\$911,087	\$0	\$101,380	Olympic Park Field Improvements Draft drainage and irrigation designs have been prepared for Olympic Park field improvements. Field works to be tendered and awarded to be completed concurrently with construction of buildings. The field works are planned to start following the majority of construction for the grandstand. Field design is being approved as a variation to Barnson contract to ensure consistency in both grandstand and field design. Further funding potentially needs to be sourced.
Olympic Park Projects (multiple)	ol,	TBD	\$43,292	\$43,292	\$573,277	Olympic Park Projects Funding for Olympic Park Precinct has been allocated for investigation and design of other precinct stages, including precinct landscape design, for example, fencing has been installed around the Olympic Park Bridge. The Olympic Park Precinct Plan of Management has been adopted.
Wollombi Precinct Master Plan (Operational)						
Wollombi Precinct Master Plan (Operational)	I & D	\$120,000	\$120,000	\$120,000	\$0	Wollombi Precinct Master Plan Total available is \$150,000 to fund development of design for Wollombi Precinct Master Plan including business case for childcare centre options.
PROPERTY & BUILDING:						
Arts Centre Programme						

Arts Centre Offsite Storage	D & C	\$1,250,000	\$299,893	\$0	\$14,174	Art Centre Offsite Storage Preliminary concept to be developed. Staff working with project manager experienced in collection storage. - working on developing a scope. Engaging surveyor to inform site suitability and building placement options. Further funding to be sourced.
Buildings New and Replacement Programme						
Admin Building Renewal	D & C	\$25,000	\$31,787	\$0	\$39,466	Admin Building Renewal Stage 1 Internal works completed, including People & Wellbeing Office on 1st Floor and separation between the lunch room and main work area. Planning Stage 2 Desk movements and additional desk installation.
General Building Renewal Programme						
General Building Renewal Programme	D & C	\$200,000	\$200,000	\$44,315	\$254,908	General Building Renewal Programme 2025/2026 General Building Renewal Program was approved at the September 2025 Ordinary Council. - Staff Housing Upgrade - Campbells Corner - Fire Protection - HVAC renewal and replacement - Security Provisions - Accessibility Improvement Discrete funding allocations below.
Palace Street, Denman Staff Housing Upgrade	D	\$50,000	\$50,000	\$0	\$0	Palace Street, Denman Staff Housing Upgrade Works currently being scoped.
Campbells Corner Commercial Works	D	\$50,000	\$50,000	\$0	\$18,125	Campbells Corner Commercial Works. Sewer repair works completed, including trade waste pipe displacement and reflux valve replacement. Conservatorium hot water system replacement completed.
Fire Protection Building Services	D & C	\$30,000	\$30,000	\$0	\$4,820	Fire Protection Building Services Renewal and improvements to Boronia building completed. Other works to be programmed.
Staff Housing Minor Capital Works	D	\$10,000	\$10,000	\$0	\$848	Staff Housing Minor Capital Works Inspections underway to inform Capital programme.
HVAC renewal and replacement	D	\$30,000	\$30,000	\$0	\$12,981	HVAC renewal and replacement - Library server room split system replacement under review. Donald Horne Building foyer under review. Water treatment plant control room under review.
Security Provisions and Improvements	D	\$30,000	\$30,000	\$0	\$10,132	Security Provisions and Improvements Works Depot lighting upgrade completed other works to be programmed.
Accessibility Improvement	D	\$50,000	\$50,000	\$0	\$11,653	Accessibility Improvement Investigations ongoing. Request for Quotes received.
Regional Art Gallery	D	\$25,000	\$23,791	\$0	\$116,986	Regional Art Gallery Allocated for internal works.
Muswellbrook Childcare Centre	C	TBC	TBC	\$0	\$52,277	Muswellbrook Childcare Centre Capital contribution to bathroom upgrade.
Art Centre Renewal	D	\$75,000	\$75,000	\$20,000	\$19,008	Art Centre Renewal External painting pending Development Application approval. John Carr Heritage Architect Consultant revised report and colour selection completed.
Accessibility Upgrades	D	\$15,000	\$8,534	\$0	\$11,653	Accessibility Upgrades Allocations for minor accessibility works.

CWA Path Accessibility Upgrades	C	\$65,000	\$58,534	\$0	\$9,239	CWA Path Accessibility Upgrade Discussions with Country Woman's Association & Disability Services, assessing design to progress to move to construction, reviewing land ownership. Request for transfer of a Crown Road (pathway) to Council to allow for upgrade of the road submitted to Crown Land following Council Resolution at October 2025 Ordinary Council meeting.
QEII Floor Covering Replacement	C	TBC	\$8,679	\$0	\$3,317	QEII Floor Covering Replacement Options still under investigations
Industrial Close Precinct	C	\$25,000	\$20,650	\$0	\$33,075	Industrial Close Termite repairs have been completed to the SES building, further works to be completed in the precinct underway.
Muswellbrook Animal Care & Sustainability Hub	D & C	\$150,000	\$197,583	\$97,583	\$4,903,059	Muswellbrook Animal Care & Sustainability Hub The rear carpark reconstruction works and the prioritised works including drainage installation at the concreted dog runs, installation of concrete hobs, and partial concreting of the grassy yard has been awarded completed in March 2026. Additional works are being reviewed.
Muswellbrook Indoor Sport Centre - Youth Centre	D & C	\$2,655,730	\$2,288,070	\$1,019,075	\$742,958	Upper Hunter Youth Centre Tenders reported to January 2025 Ordinary Council meeting. Council resolved to award construction contract subject to funding allocation. Construction Certificate Application, s68 approvals, NABERS Emissions Form and Fire Engineering design reports received. Additional budget allocation finalised of \$1,021,291.82. Issue for Construction drawings being finalised and contractor procuring materials. Works to commence on site February 26.
MSC Depot Construction	D & C	\$14,000,000	\$4,066,197	\$48,407	\$777,227	MSC Depot Construction The amended concept and associated estimates of cost has been reported to the July 2024 Ordinary Meeting of Council. The Council approved the detailed Concept Plan in principle, accepted dividing the project into two stages and approved the preparation of the Development Application (DA). Also, Council delegated the authority to General Manager for the submission of the development application. An additional report was submitted by Planning and Environmental section to the July 2024 Ordinary Council Meeting seeking approval from Department of Planning, Housing and Infrastructure, if required. Development Application submitted in April 2025. Regional Planning Panel (RPP) briefing was held on Tuesday, 26 August 2025. The RPP has requested further information on; understanding the methane at the site through undertaking further testing, the ecology and minimising impacts from the removal of vegetation, seeking a ecology assessment as a minimum or a full Review of Environmental Factors for the construction of the sewer main, additional commentary on future bypass considerations by the transport consultant, cross sections /plans in respect to fill/cut / retaining /walls/batter slopes around the perimeter of the site. Further investigation works to answer the RFI are currently being undertaken. Further funding to be sourced.
Campbells Corner (Refurbishment and Fit-out of Council Offices)	D & C	\$1,600,000	\$1,000,000	\$71,888	\$244,898	Reactivation of Campbells Corner Some modifications to the Council Chambers and Boardroom are being incorporated, after which the tender for the supermarket and Chambers will be progressed. Also, a revised design is being incorporated into the detail design, including the adaption of the Retail 23 area and part of Retail 24 into Council Administration areas to accommodate Mayor and General Manager area. Development Application modification to be lodged following completion of the revised design. Further funding to be sourced prior to going to tender.
Recreation Capital Works						
Below programmes recurrent for 2025. Details to be determined. Cemetery Programme \$100k, Large Capital Grants and Small Capital Grants \$75k.						
Aquatic Centre Pool Capital Developments	C	TBC	\$200,898	\$21,239	\$1,200,804	Aquatic Centre Programme 2024 Dehumidifier installation and commissioning completed. Gym equipment, shelter, BBQ and furniture installed. Solar Panel Request for Quote to be rolled out.

Pool Solar	I	\$250,000	\$100,000	\$0	\$0	Aquatic Centre Solar Panel Tender is ready to be advertised, awaiting funding confirmation.
Cemetery General Programme	C	\$90,000	\$110,117	\$10,117	\$546,969	Cemetery General Programme Stage 1 and 2 of concrete paths have been completed. Quotes received for next stage.
General Recreation Programme	C	\$100,000	\$144,591	\$44,591	\$142,198	General Recreation Programme Programme to be confirmed at November Ordinary Council meeting. Tender for Highbrook Park softfall being reported to April Council meeting..
Outdoor Pool Plant Upgrade	I	\$2,000,000	\$1,200,000	\$0	\$146,431	Outdoor Pool Plant Upgrade Replacement of plant for Muswellbrook Outdoor pool. Tender paperwork being prepared and updated design underway. Tender advertised and pre-tender meeting held.
Highbrook Park - Capital, Asset Acquisitions / Sales	I		\$17,081	\$17,081	\$78,488	Highbrook Park Allocation for minor capital improvements. Guttering complete and sandstone retaining wall complete.
Landscaping and Tree Management Programme	C	\$90,000	\$220,500	\$100,000	\$394,245	Landscaping and Tree Management Programme Street tree applications have been received and planting as programmed. Significant planting programme for FY 25/26.
Major Large Capital Grants Programme (Dollar for Dollar Grant Programme)	C	\$90,000	\$75,000	\$0	\$418,890	Major Large Capital Grants Programme (Dollar for Dollar Grant Programme) Applications for 2025-2026 grants awarded.
Playground Upgrades	C		\$100,000	\$0	\$49,156	Playground Upgrades Minor works to follow playground inspections. Some minor upgrades completed and further equipment ordered.
Karoola Park - Resilience Works	D & C	\$973,974	\$904,850	\$0	\$77,308	Karoola Park - Resilience Works Grant funding was received for management of stormwater flows at the lower end of the Karoola Park catchment including the naturalisation of the existing concrete stormwater drainage channel. Tenders were advertised for this project however upon review Council determined not to accept any Tenders. Council is seeking a work plan, methodology and quotation from Soil Conservation Services to address the management of stormwater flows at the site to build resilience in the catchment.
Karoola Park - Community Assets Program (CAP) Drainage & Path	Asset Register Update	\$1,151,047	\$162,848	\$162,848	\$1,150,069	Karoola Park - Community Assets Program Drainage & Path Majority of the works now completed, reviewing options to finalise project.
Softfall Upgrades	D	\$150,000	\$141,580	\$41,580	\$8,693	Simpson Park - Softfall replacement The tender for softfall renewal is being reported to April council meeting. This includes Highbrook Park Softfall from the general rec program. Tender award expected in early May.
Simpson Park - Amenities Design	D	\$400,000	\$536,939	\$43,068	\$51,092	Simpson Park - Amenities Design Tender awarded. Detailed design works are currently in progress, with construction schedule to commence in Jun 2026.
INFRASTRUCTURE & OPERATIONS:						
Purchase of vehicles (light fleet)	I	\$342,558	\$480,486	\$130,486	\$2,395,284	Purchase of vehicles Council uses the NSW Government Scheme to purchase vehicles, expanding who we can buy from. Procurement is underway for one vehicle to date with further purchases planned. A total of (3) vehicle purchases planned with contingency for new positions.
Transportation Vehicles (Infrastructure light fleet)	I	\$300,000	\$360,000	\$203,211	\$828,357	Transportation Vehicles One purchase is underway with further purchases of tool of trade vehicles to come. A total of (6) vehicles are programmed for purchase.

Bridges Renewal Program	I	\$290,000	\$300,000	\$0	\$888,774	Bridges Renewal Program Designs of abutment protection renewal - Widden Bridge, Bylong Valley way, Muscle Creek Bridge, Bell Street, and Peberdys Bridge. Design have been received. Works for the remediation of the western abutment of Widden Bridge have been completed. Consultants Agilitus conducted a presentation with staff in May to inform the outcome of the recommended design for future abutment protection works on the Muscle Creek, and Peberdys bridge. Subsequently the designs were completed and are available for future works. Work to repair and protect the western bridge abutments of Peberdy's Bridge over Halls Creek Sandy Hollow is currently being undertaken. Completed.
Bylong Valley Way Road Safety Project 2024-2025-0628 SC795	I & D	\$3,930,000	\$3,780,247	\$50,247	\$277,394	Bylong Valley Way Road Safety Program Tenders were received for the road design and will be reported to the February Meeting of Council. 32.4 to 34.4 chainage near Kerrabe House. Council awarded the contract for Investigation and Design and 13 March a project inception meeting was held. The design phase of the project is complete. A variation to the schedule has been submitted to TfNSW 2 July for approval. The investigation of Aboriginal heritage has identified items of cultural significance at the site which has triggered full cultural and heritage survey. Interested parties were invited to register. The Review of Environmental Factors is being finalised. Tenders have been advertised for construction.
Carpark Renewal Program	C	\$85,000	\$100,000	\$100,000	\$189,436	Carpark Renewal Program Karoola Park - Pavement renewal and drainage improvements works.
Drainage Devices Programme	C	-	\$838,451	\$338,451	\$414,269	Drainage Devices Programme A program under review.
Footpath & Cycleway Renewals	C	\$185,625	\$200,000	\$0	\$1,580,947	Footpath & Cycleway Renewals A prioritised program reported to the August 2025 Infrastructure & Property Committee. Works have been undertaken in Roger Street, Muswellbrook. Completed.
Heavy Patching Programme	C	\$637,500	\$750,000	\$0	\$4,418,455	Heavy Patching Programme A prioritised program reported to the August 2025 Infrastructure & Property Committee. Works have been completed on Widden Valley Road. Completed.
Kerb & Gutter Replacement	C	\$454,750	\$347,045	\$147,045	\$1,555,511	Kerb & Gutter Replacement A prioritised program reported to the August 2025 Infrastructure & Property Committee. Work is being undertaken in accordance with the prioritised program to the limit of the available budget. Replacement of kerb and gutter has been focussing on defects in the North Muswellbrook subdivision streets. Completed.
New Kerb and Gutter	C	\$95,000	\$95,000	\$0	\$41,571	New Kerb and Gutter A prioritised program reported to the August 2025 Infrastructure & Property Committee. Completed.
Large Plant Items	D	\$2,207,245	\$2,400,000	\$1,190,661	\$5,215,011	Large Plant Items The following items have been purchased this financial year. 1. Tractor and attachments \$337,050 has been delivered, 2. 2 x Zero Turn Mowers \$82,254 have been delivered, 3. Line Marking machine \$39,612, received. 4. Truck and Chassis to replace Parks - Water Cart purchased however needs fitting out. December 2024 Council supported the 2024/2025 Large Plant Replacement Program and approves the transfer of funds from the Plant reserve to proceed with the purchase of the Compact Footpath Sweeper. Received quotations for a sports field mower. Received quotations for 4.5T transport vehicles (2 off) and staff are assessing. Tender advertised for a tracked loader, closed and awarded for deliver end of November. Large plant replacement program continues to be delivered, the purchase of the non destructive digger has been paused and will be reported to the April Council meeting. Staff have been assessing truck and remote mowing
Hunter Beach to CBD Pathway	D & C	\$600,000	\$480,000	\$200,000	\$0	Hunter Beach to CBD Pathway Concept options being prepared. (Wilkins Street to Hunter Beach). RFQ for design have been advertised and submissions currently being assessed.
Muscle Creek Emergency Stabilisation	I	\$1,250,000	\$250,000	\$250,000	\$0	Muscle Creek Emergency Stabilisation Recommendations of Catchment Management Plan being reviewed. A quotation has been requested for this work.

New Footpath and Cycleway Programme	C	\$200,000	\$200,000	\$0	\$1,153,099	New Footpath and Cycleway Programme A prioritised program was reported endorsed by Council at the July 2024 Ordinary Council Meeting. Works to construct a new section in Bridge Street completed.
Regional Road Renewal Programme	C	\$69,000	\$69,000	\$69,000	\$1,489,005	Regional Road Renewal Programme This budget will be used for Heavy Patching Works as per the submitted programme. Completed.
Richmond Grove Road	I	\$400,000	\$400,000	\$0	\$0	Richmond Grove Road A project to rehabilitate a section of Richmond Grove Road is to be scoped and included on the 2025-26 Capital Construction Programme. Scope of work is being confirmed and quotations sourced for construction.
Road Resealing Program	C	\$800,000	\$800,000	\$0	\$9,398,037	Road Resealing Program A prioritised program reported to the August 2025 Infrastructure & Property Committee works have commenced. Contractor has been engaged to finalise the program
Roads to Recovery Programme	I	\$1,502,540	\$1,402,540	\$0	\$0	Roads to Recovery Programme The priority in accordance with the Council endorsed priority list is for a section of Thomas Mitchell Drive ch 50 to ch 1.6km.
Rural Roads Regravelling Programme	C	\$250,000	\$265,645	\$15,645	\$3,019,286	Rural Roads Regravelling Rolling programme is continuing, with recent work being undertaken on Beggary's Creek and Inglewood Roads. Completed.
Rural Roads Renewal Programme	C	\$650,153	\$780,189	\$380,189	\$1,429,959	Rural Road Renewal Continuing works on Martindale Road.
Upgrade of Thomas Mitchell Drive	D & C	\$3,750,641	\$0	\$0	\$79,179	Upgrade of Thomas Mitchell Drive Tender's were received and assessed for this project. The status of this project will be subject to a report to the Infrastructure Committee 10 February 2026. Council resolved to accept no tenders and for tender to be readvertised. Tender were readvertised, recieved and assessed, To be reported to the April Coucnil Meeting.
Urban Road Renewal Programme	C	\$700,000	\$322,165	\$22,165	\$3,609,351	Footpath & Cycleway Renewals A prioritised program reported to the August 2025 Infrastructure & Property Committee. Works have been undertaken in Roger Street, Muswellbrook. Completed.
Wybong Road - Betterment	D	\$6,500,000	\$6,764,674	\$638,098	\$61,077	Wybong Road Betterment An MOU Agreement has been prepared to accept TfNSW to undertake the construction work. Council has exchanged the draft agreement with TfNSW. Council is awaiting the returned signed copy of the MOU. TfNSW have completed the IFC design and Review of Environmental Factors. Early works to undertake vegetation clearing and services relocation have been undertaken in anticipation of TfNSW construction team to establish at the site in early March 2026. Construction on the new culvert is expected to commence in April where the road will be closed to through traffic for a period of approximately 3 months. TfNSW have commenced further consultation regarding the commencement of work with the Community. Works commenced in February 2026 and ongoing.
Stormwater Drainage (new)	D	\$450,000	\$450,000	\$150,000	\$0	Stormwater Drainage This project is for the relining of the existing reinforced concrete pipe in Crinoline St Denman. A contractor has been engaged to undertake the works.
FUTURE FUND:						

Marketplace Asset Renewal (incl. Lift)	D & C	\$331,194	\$204,656	\$108,241	\$830,556	Muswellbrook Marketplace Asset Renewal Heavy goods lift specification drafted ready for tender issue. Council is undertaking an independent review of transportation services at the Marketplace now complete. Tenders to be called for lift. Developing new scope, review previous scope -- received the spec for the lift - making tender document
Renewal of Existing Assets	D & C	\$331,938	\$480,450	\$130,450	\$2,280,999	Renewal of Existing Assets Combination of commercial building renewal projects and capital works for new tenancies.
WASTE OPERATIONS:						
Waste & Recycling Centre Leachate Dam	D & C	\$475,795	\$575,795	\$475,795	\$38,962	Waste & Recycling Centre Leachate Dam Design and construction cost estimates complete (~\$500,000). Biodiversity Assessment completed. Geotechnical report for project area received, which has triggered a dam design revision due to lack of winnable clay on site. Currently preparing development application (DA) lodgement.
WATER AND WASTEWATER:						
Sewer Fund						Sewer fund
Access and Security Improvements	D&C	\$150,000	\$450,000	\$200,000	\$672,377	Access and Security Improvements - Fencing and automation of gates for Recycled Water Treatment Works (RWTW) at Muswellbrook. Current works include installation of chainwire fencing and roller gates at entries. Completed - RWTW Top Driveway Restoration & Stormwater Egress. Start November 2025, Finish mid-December 2025. Completed - RWTW Top gate Pedestrian Access, PO created Awaiting Fabrication & Delivery of Steel gate. Finish expected End February 2026, budgeted at \$7000.00 - RWTW Security Power Distribution Room, Obtaining quotations Estimated at \$10,000 - \$120,000 Reallocated for purchase of 2 x utility vehicles for operations. - RWTW Security upgrade, research phase estimated 50,000.00
Mains Renewal and Replacement	I, D & C	-	\$0	\$150,000	\$3,413,029	Main Renewal and replacement December Council approved \$150,000 funding to be reallocated from Sewer Fund GL 6310.4340.504 to Water Fund GL 5330.4378.504 for procurement of a non-destructive digger.
Sewer Operational Contingency	I,D&C	\$150,000	\$145,00	\$0	\$433,647	Sewer Operational Contingency Works planned and to be confirmed.
System Plant Asset Renewals	I, D & C	\$650,000	\$746,160	\$196,160	\$2,113,092	System Plant Asset Renewals - MSPS 7 - Contractor received Successful Letter and contract signed. Construction started in December 2025. Civil works, Board Fabrication and electrical works underway. Project civil finished, training and hand over late February 2026. - Completed - RWTW – Purchasing six new pumps to replace redundant assets. Currently obtaining quotes. Received five quotes Operations reviewing submissions, - MSPS 4 - Flow test being conducted to determine correct sizing of pump before purchase equipment. - Completed (Next to buy 2 new pumps) - Reaplacement of Rising mains is in progress - Electrical Board Replacements – Tender is in draft stage. Further works to be confirmed during 2026/27 at the following sites: MSPS 5, MSPS 3, MSPS 9, and DSPS 2. - MSPS 4 Rising Main pipe failure, researching best solution to fix. Awarded contractor Starts in May 2026.
Transportation System Improvements	I, D & C	-	\$836,685	\$386,685	\$1,388,669	Transportation System Improvements - Design & implementation Telemetry Hardware/Software upgrade & IT/OT Network Segregation for all Sewer Infrastructure Request for Tender (RFT) closes 13th March via Vendor Panel. - Tender estimated total 900,000 W&S, Pretender meeting 5th February 10am - Generator purchasing at critical sites in Wastewater — obtaining quotes.
Upgrade Sewer Pumping Station-1	I, D & C	\$3,920,367	\$3,818,505	\$898,138	\$2,747,431	Upgrade Muswellbrook Sewer Pumping Station 1 December Council Meeting 2024 - Approved the transfer of \$1,933,273 from the Sewerage Account (section 64 sewer reserves) to enable fulfilment of the contract project budget. Tender submitted by contractor KCE Pty Ltd accepted for total cost of \$3,266,971.00. Contract executed on 7 March 2025. Project kick-off and site visit done on 10 March 2025. Milestone-9 - completed. Works progressing, Ausgrid team is awaited to confirm the connection of grid to new connection. likelyto be completed by first week of May 2026.

Sewer Plant and Equipment	I	\$380,000	\$380,000	\$180,000	\$119,452	Sewer and Plant Equipment Program currently being finalised.
Water Fund						Water Fund
Asbestos Removal, Earthwork and Security	C	\$150,000	\$94,975	\$94,975	\$349,392	Asbestos Removal, Earthworks and Security Contract has been awarded for Water main earth works and asbestos pipe removals planned for the following water mains: Scott Street - Started 10 February 2026, ongoing Ford Street - Water connections planned 4th Wednesday through to 6th Friday expected finish 10th February 2026, minor restoration required, watermain completed . Flanders Ave - Completed . Contract awarded for following water mains earth works.
BP0154 Betterment Denman	D&C	\$1,113,000	\$362,234	\$362,234	\$243,668	Design & Construction of Denman River intake Reported to November Council meeting. Project awarded to successful Tenderer, contract signed. Pre-start meeting scheduled on 12 February and works to commence.
BP0156 Betterment Muswellbrook	C	\$761,318	\$192,894	\$192,894	\$87,423	Muswellbrook Water Treatment Plant Filter Refurbishment Work Tender reported and awarded with contractor. Contract and works start date negotiations are in progress. Department of Climate Change, Energy, the Environment and Water advised that s.60 Approval will be required for the project. Water & Wastewater Team continuing to work with Department on completing required approvals.
Corrosive Chemicals Facilities Audit	C	\$300,000	\$300,000	\$300,000	\$16,214	Corrosive Chemical Facilities Audit Tender to be on VP from 9/12/2025 to 23/01/2026 Assessment of Tender Results
GLE Pipeline	D&C	\$27,807,718	\$4,418,910	\$418,910	\$1,413,752	GLE Pipeline Council approved progression of the project at Council meeting on 26 November 2024. Project schedule has been updated. Negotiations held with Infrastructure NSW regarding funding conditions. Discussions on the approach to Procurement stage and Delivery. External project management assistance secured with NSW Public Works. Land acquisition of all the land parcels for this project is complete. National Water Grid EOI application has been submitted and was successful. Main grant application submitted to National Water Grid. Response to additional questions has been provided on 30/09/2025. Tender documents prepared and under review with PWA. 1 October - Letter from Treasurer to Mayor has been received and confirms that the project can go ahead. INSW sent a letter confirming project details. Project on Tender stage with Tendering period started on 21 January and Tender closing is on 18 February. Pre-tender meeting held on 3 February 2026. Project is at Tenders stage through award through negotiation by selected tenderers. Stage is planned to be completed by MAY 2026
Mains Renewal And Replacement	I, D & C	-	\$1,200,066	\$300,066	\$6,183,120	Mains Renewal and Replacement - Contract awarded for following water mains. Scott Street - Started 10 February 2026, ongoing Ford Street - Water connections planned 4th Wednesday through to 6th Friday expected finish 10th February 2026, minor restoration required, watermain completed , Flanders Ave - Completed . Foley Lane - Request for Quote (RFQ) in draft.
Replacement of Water Meters	C	\$65,000	\$65,000	\$15,893	\$602,347	Replacement of Water Meters Recurrent works as per allocated Budget.

System Plant Asset Renewals	I, D & C	-	\$1,255,453	\$505,453	\$4,668,229	Systems Plant Asset Renewals - Muswellbrook Water Treatment Plant (MWTP) - Back Wash Pump and Motor - Contractor awarded - Expected Supplied equipment Lead Time 26 weeks - likely start 28th April 2026 contractor confirmed assets have been ordered. -- Design & implementation Telemetry Hardware/Software upgrade & IT/OT Network Segregation for all Sewer Infrastructure Request for Tender (RFT) closes 13th March 2026 via Vendor Panel. - Tender estimated total 900,000 W&S Pretender meeting 5th February 10am. Evaluation process completed starting Contract terms discussion with contractor - Denman Water Treatment Plant (DWTP) - Reservoir Staircase Installation - Estimated at 160,000. Request for quote in draft form. - MWTP Backwash Foot Valve & Pipe Replacement, Awarded to JAC pumps, Equipment ordered, awaiting Delivery Starting 28th April 2026
Upgrade Fluoride Dosing System	I, D & C	\$294,732	\$96,273	\$96,273	\$292,994	Upgrade Fluoride Dosing System The fluoride upgrade project installation completed June 2024. The old fluoride dosing plant was dismantled and removed, the floor and walls were repainted and a new air conditioner was installed. Electrical cabling works have been completed. Installed galvanized platform over confined space sump in the fluoride room. Installed 2000L fluoride liquid trade waste tank. Pre-commissioning stage currently with commissioning expected in late May 2025 with expected completion in June 2025. Electrical contractor were onsite on 21 May. Testing needs to be completed. Department of Climate Change Environment Energy contacted regarding commissioning the plant. Commissioning should start on week from 7 October. Commissioning has been completed in November, documents has been sent to DCCEEW for final approvals, then it will be sent to NSW Health for final approval to start the plant.
Vehicle - Equipment Replacement	C	-	\$532,792	\$332,792	\$696,660	Vehicle - Equipment Replacement Programme is prepared - procurement of non-destructive digger.
Water Operations Contingency Project	I	-	\$195,000	\$0	\$261,656	Water Operations Contingency Project Program is prepared.
Water Stop Valve Replacement Programme	I, D & C	\$200,000	\$350,000	\$200,000	\$564,202	Water Stop Valve Replacement Programme Works to Start after Scott Street Water Main Humphries Street Valve replacement. Completed Brook Street redundant water main end capping and valve closure. Meeting with key stakeholders to review best approach. Contract awarded and signed, construction starts 20th April 2026



6.2 Owner's Consent for Groundwater Monitoring Station in Victoria Park

Responsible Officer:	Director - Infrastructure & Property
Author:	Property Officer – Community, Sport & Recreation
Community Strategic Plan:	4 - <i>Great Place to Live</i> Our community offers a great lifestyle in a healthy natural environment.
Delivery Program Goal:	4.7.1 - Enhance, protect and improve our natural environment and public spaces.
Operational Plan Action:	4.7.1.2 - Actively engage with Mine Operators and the Natural Resource Regulator to ensure best practice mined land rehabilitation occurs.
Attachments:	1. DRAFT CLM Licence Muswellbrook Coal Idemitsu Victoria Park [6.2.1 - 28 pages]

PURPOSE

To request owner's consent and endorsement from Council to grant a long-term licence of 20 years to Muswellbrook Coal Company for the operation of a groundwater monitoring station on Community Land.

OFFICER'S RECOMMENDATION

The Infrastructure & Property Committee recommends Council:

1. Places the licence proposal on public notification for 28 days, during which time the public will have the opportunity to provide feedback for Council's consideration;
2. Should community feedback be received, a further report will be submitted for the consideration of Council;
3. Should no community feedback be received, Council grants owner's consent in the Capacity of Crown Land Manager to grant a licence of 20 years for the operation of a groundwater monitoring station in Victoria Park; and
4. Enters into the licence on the terms generally consistent with the draft licence attached to this report.

Moved: _____

Seconded: _____

EXECUTIVE SUMMARY

It is proposed Council, as the Crown Land Manager of Lot 7304, DP 1163152, grant owner's consent to enter into a licence of 20 years on Community Land.

BACKGROUND

Muswellbrook Coal approached Council in late 2024 requesting to install a groundwater monitoring station in Muswellbrook to monitor water quality in relation to the closure of Muswellbrook Coal Mine.



A location in Victoria Park was chosen, and two consecutive short term (12 month) licences have since been granted in 2025 and 2026. Muswellbrook Coal has requested to keep the monitoring station active for up to 20 years to continue to monitor groundwater quality in town.

CONSULTATION

A period of public notification will take place for 28 days, during which time the public has opportunity to provide written feedback for consideration.

REPORT

The location of the groundwater monitoring station is classified as Community Land within the meaning of the Local Government Act and, prior to entering into a long-term licence of greater than 5 years, Council, as the Licensor, must first comply with sections 47 and 47A of the Local Government Act 1993 (NSW) as applicable.

In accordance with section 47A of the Local Government Act 1993 (NSW), the proposal will be exhibited in the manner prescribed.

Details of the proposed licence are as follows:

Proposed Term (in years):	20-Year
Type of Proposal: [Lease / License / Other Estate]	Licence
Land Description:	Community Land – Victoria Park Part of Lot 7304, DP 1163152 i Hill Street Muswellbrook NSW 2333 Licence area = approximately 25m2 unfenced
Proposed Use of Land:	The Licensee shall have the use of the licensed area for the prescribed purpose of access to, and maintenance of, the groundwater monitoring station as required, and removal of the groundwater monitoring station and make good at the Licensee's costs any damage at the end of required period.
Proposed Lessee:	Muswellbrook Coal Company Ltd ABN 32 000 009 521

FINANCIAL CONSIDERATIONS

A licence arrangement includes licence fees of \$3,609.08 excluding GST payable to Muswellbrook Shire Council as the Licensor. No operational or capital costs are associated with this project.

POLICY IMPLICATIONS

Nil.

STATUTORY / LEGISLATIVE IMPLICATIONS

Local Government Act 1993.

Local Government General Regulation 2021.



RISK MANAGEMENT IMPLICATIONS

The groundwater monitoring station has been installed, and no further risks are anticipated.

COMMUNITY CONSULTATION / COMMUNICATIONS

In accordance with section 47A of the *Local Government Act 1993 (NSW)*, the Licence proposal will be notified and exhibited in the manner prescribed.



**muswellbrook
shire council**

MUSWELLBROOK SHIRE COUNCIL

And

**MUSWELLBROOK COAL COMPANY LTD
ABN 32 000 009 521**

**LICENCE AGREEMENT FOR OCCUPATION OF
LAND FOR THE OPERATION AND MAINTENANCE
OF A GROUNDWATER MONITORING STATION AT
VICTORIA PARK, MUSWELLBROOK**

AGREEMENT dated _____ - _____ - 2026

BETWEEN **Muswellbrook Shire Council**, appointed under the *Crown Land Management Act 2016* (herein after referred to as the "CLM Act 2016"), as Crown Land Manager of Reserve **9023, Lot 7304 DP 1163152; Victoria Park, Hill Street, Muswellbrook** (hereinafter called the "Licensor").

AND **Muswellbrook Coal Company Ltd** (ABN 32 000 009 521) of **Level 9, 175 Eagle Street, Brisbane QLD 4000** (hereinafter called the "Licensee").

THE PARTIES AGREE AS FOLLOWS.

1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

Authority for grant of Licence

- 1.1 The Licensor warrants that it is the Crown Land Manager responsible for the care, control and management of the Premises under the CLM Act 2016.

2 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 an Enclosed Area.

Base Annual Rent means:

- (a) the Initial Rent where the rent has not been redetermined or adjusted in accordance with sub-clauses 14.4 or 14.5; 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;

CLM Act 2016 means the Crown Land Management Act 2016;

Commencement Date means the date referred to in Column 2 of Item 16 of Schedule 1;

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.

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;

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;

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* (Cth);

Government Agency means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

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;

Licensee's Equipment means the standpipe and any and all fixtures, fittings, structures, additions, plant, machinery, pipes, cabling and equipment in or on the Premises whether installed or carried out by, belonging to or brought onto the Premises by the Licencee, its sub-tenants and licensees (as the case may be);

Licensor means the licensor referred to in Column 2 of Item 1 of Schedule 1 and includes its assigns and for the purpose of clauses 34, 35, 36, 37, 38, 39, 40, and 41 includes His Majesty the King, the State of New South Wales and the Minister and their heirs, successors, agents, servants, employees and contractors;

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;

Minister means the Minister administering the *Crown Land Management Act 2016*;

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;

Regulations means the *Crown Land Management Regulation 2018*, as amended or replaced from time to time; or the Local Government (General) Regulation 2005;

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 14.6 as expressed either as an absolute dollar value or a percentage of the market value;

State means the State of New South Wales of the Commonwealth of Australia in which the Land is situated;

Statute means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State of New South Wales and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute;

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.

3 CONSTRUCTION

3.1 This Licence must 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 will 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 will 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 will include any extension or variation of this Licence;

3.1.13 Priority

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 will 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 must 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.

3.4 Relationship of Licensor and Licensee

Nothing contained or implied in this Licence will 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 19 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 A for the Permitted Use.

6.2 Permitted Use only

The Licensee must not:

- (a) use the Premises;
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensors),

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 will 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 will 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 must 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 Licensors.

9 LICENSEE TO YIELD UP

9.1 The Licensee must 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 must:

- (a) unless otherwise provided for in this Licence, 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 Licensors); and
- (b) unless otherwise provided for in this Licence, 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 Licensors;

- (c) Within 3 months after the Expiry Date or earlier determination of the Licence the Licensee must remove that part of the groundwater bore located above the surface of the Land (if any) and below the surface of the Land to a depth of 600mm, and make good at its cost any damage to the Licensed Area caused by such removal.
 - (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 Licensors permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

10 TERMINATION OF LICENCE - S. 3.43 OF CLM ACT 2016 TO APPLY

- 10.1 Without limiting the Licensee's statutory or other rights apart from this Licence, the Parties acknowledge that subject to subclause 10.2 this Licence 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.
- 10.2 Where only part of the Premises is affected by the revocation or proposed revocation the Parties undertake to consult to determine if an agreement under section 3.43(2) can be reached for the continuation of this Licence in respect to that part of the Premises not affected by the revocation.
- 10.3 The Licensee expressly acknowledges that as provided by section 3.43(4) of the CLM Act 2016 no compensation will be payable in respect of the Termination of this Licence by the operation of section 3.43.

11 TERMINATION OF LICENCE ON DEFAULT

- 11.1 The Licensors 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 Licensors under the Licence is or are in arrears for six months, 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 licensed Premises after the Licensee has committed an act of bankruptcy.

11.2 In the circumstances set out in sub-clause 11.1 the Lessor 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.

11.3 If the Lessor ends this Licence under this clause, the Licensee will not be released from liability for any prior breach of this Licence and other remedies available to the Lessor to recover arrears of Rent shall not be prejudiced.

11.4 If the Lessor ends this Licence under this clause or the Licence terminates under clause 10, the Lessor 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 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.

12 ACCEPTANCE OF RENT NOT WAIVER

Demand or acceptance of Rent or any other moneys due under this Licence by the Lessor after termination does not operate as a waiver of the termination.

13 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 will be entitled with the consent of the Lessor to remain in possession of the Premises on the following terms and conditions:
 - (i) the Licensee will become a monthly tenant of the Lessor 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 must comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Lessor 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.

14 LICENSEE'S RENT AND OUTGOINGS

14.1 Licensee to Pay Rent

- (a) The Licensee covenants with the Licensor that the Licensee must, 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.
- (b) The Rent is to be increased on each anniversary of the Commencing Date during the Term by the percentage in **Item 5**.

14.2 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 must 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.

14.3 Rent and Adjusted Rent

The Licensee must 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 14.4 and 14.5.

14.4 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 Minister may at his absolute discretion nominate another Index.
- (c) Any Rent adjusted under this sub-clause shall 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 Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.

14.5 Market Rent Review

- (a) In addition to the Rent adjustment provided for in clause 14.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the Market Rent in accordance with Division 6.3 of the CLM Act 2016 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 14.5(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 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 14.5(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 14.5(a) or 14.5(c) will 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.

15 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.

16 NO REDUCTION IN RENT

Subject to this Licence the Licensee must 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 will 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.

18 LICENSEE TO PAY OTHER CHARGES

The Licensee must 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.

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 must 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) any variation of this Licence made otherwise than at the request of the Licensor;
- (b) any application for the consent of the Licensor and the Minister if applicable under this Licence;
- (c) any and every failure to comply breach or default by the Licensee under this Licence;
- (d) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- (g) 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 must 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 must 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

23.1 The Rent and other moneys payable in accordance with this Licence 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 Licensor may from time to time direct by notice in writing served on the Licensee.

23.2 The Licensee must pay the Crown Land Manager the licence fees and bond (if any) specified in section 5 of schedule 1 prior to occupation of the Crown land. The bond (if any) will be returned to the Licensee within 15 business days of the expiry of the Term (or earlier determination of the Licence), following confirmation from the Crown Land Manager that the obligations in Special Condition 7(b) have been satisfied.

24 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES

24.1 Access

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee will have unfettered and free access to and from, the Premises at all times, provided however that:

- (a) The Licensee must 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 will not require further notice;
- (c) The Licensee as far as is practicable, must use existing access tracks to, from, within and surrounding the Premises;

24.2 Additions and Alterations

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor, 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 Licensor and the Minister shall be carried out at the Licensee's expense.

24.3 Maintenance of Premises and Enclosed Areas

The Licensee must keep the Premises clean and tidy and in good order and condition.

24.4 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.

24.5 No residence on Premises

The Licensee must not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

24.6 Licensee not to remove materials

- (a) The Licensee must 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 the Minister and subject to such conditions as the Licensor or the Minister may determine.
- (b) Sub-clause 24.6(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 24.6(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

24.7 Licensee not to burn off

The Licensee must 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.

25 ADVERTISING

- (a) The Licensee 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 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 must 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 must 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 must 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 must 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 must within 24 hours notify the Licensor and the Chief Executive of the Office of Environment and Heritage of the existence of such relic place or item.
- (c) The Licensee must 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 Chief Executive of the Office of Environment and Heritage 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 must as authorised by the Licensor watch or examine any excavations and the Licensee must 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 Licensed 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 must 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 must, 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 indemnifies and keeps 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 will or may be or becomes 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 must 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 will 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 must 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 must 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 must 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 must 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 must 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 indemnifies and keeps 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, occupation of and access to the site and the Licensee's operation of their business from and access to the site.

This clause does 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 indemnifies and keeps 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 is not liable 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 must 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 occupies, uses and keeps 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. The Licensor has 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 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 notices pursuant to the *Contaminated Land Management Act 1997* (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 is not 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 must 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 must 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 is 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) 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 as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in subclauses 45.1 (a) and (b).

45.2 Service of Notice on Licensor

Any notice served by the Licensee on the Licensor must be in writing and is 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) 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 as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in subclauses 45.2 (a) and (b).

45.3 Notices

- (a) Any notice served by the Licensor or the Licensee under this Licence is 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 is deemed to be served at the expiration of 2 Business Days after the date of posting.

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

- (a) The Licensee must 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.
- (b) The Licensee must not 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 will 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 negatived.

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	Licensor	Muswellbrook Shire Council
2	2	Licensee	Muswellbrook Coal Company
3	2	Market Rent	Not applicable
4	2	Rent Rebate	Not applicable
5	2	Initial Rent	The Licence Fee for twelve months is \$3609.08 excluding GST
6	2	Due Date	1 July 2027
7	14.4	Annual Rental Adjustment	12 months from commencement and annually thereafter
8	14.5	Market Rent Review Date	Not Applicable
9	23	Address for Payment of Rent Electronic Funds Transfer details for payment of rent	Muswellbrook Shire Council PO Box 122, Muswellbrook NSW 2333 Name of financial institution: Commonwealth Bank of Australia, Muswellbrook BSB: 062-581 Acc no: 1030 3254 Account in name of: Muswellbrook Shire Council
10	45.1	Licensee's address for Service of Notices	Muswellbrook Coal Company Ltd, GPO Box 301, Brisbane QLD 4001 Attention: Project Manager Phone: 1800 600 205 / +61 7 3222 5600 Email: muswellbrookcoal@idemitsu.com.au
11	45.2	Licensor's address for Service of Notices	Muswellbrook Shire Council PO BOX 122 Muswellbrook NSW 2333 Attention: Sarah Medcalf Phone: +61 2 6549 3771 Email: council@muswellbrook.nsw.gov.au
12	35	Public Risk Insurance amount	\$20 Million

13	51	Licensor's Contact Person	Sarah Medcalf - +61 2 6549 3771
14	51	Licensee's Contact Person	Project Manager - +61 7 3222 5600
15	6	Permitted Use	The Licensee shall have the use of the area shown on the diagram attached as Premises Appendix Plan A (hereinafter called "the licensed area") for the prescribed purpose of access to, and maintenance of, the temporary groundwater monitoring station as required, and removal of the temporary groundwater monitoring station and make good at the Licensee's costs any damage at the end of required period.
16	7	Commencement Date	1 July 2027
17	7	Expiry Date	30 June 2047
18	2	Term of Agreement	Twenty (20) years
19	5	Essential Conditions of Licence	Clauses 1.1, 6.2, 6.3, 8, 14, 32, 34, 35, 36, 37,38, 40, 41, 44.2, 44.3, 44.4
20	24	Entry by the public	N/A

End of Schedule 1

Schedule 2 Special Conditions

1. BOND

- 1.1 The bond is \$10,540 (no GST)
- 1.2 The parties acknowledge that the bond paid by the Licensee to the Crown Land Manager under the Short-Term Licence entered between the parties dated 6th February 2025 will be retained by the Crown Land Manager and applied as the bond under this Licence. The bond will continue on the same terms and conditions as previously applied, unless otherwise expressly varied by this Licence and all entitlements to make claim against the bond will be brought under this Licence.
- 1.3 The bond (if any) will be returned to the Licensee within 10 business days of the expiry of the Term (or earlier determination of the Licence), following confirmation from the Crown Land Manager that the obligations in Special Condition 7(b) have been satisfied.

Dated this.....day of.....2026

**Muswellbrook Coal Company Pty
Ltd** was affixed in the presence of:

Muswellbrook Shire Council

Signature

First Signatory

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

Print Name

Print Name

Office Held

PREMISES APPENDIX

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN MUSWELLBROOK SHIRE COUNCIL AND MUSWELLBROOK COAL COMPANY LTD. IN ACCORDANCE WITH THE PROVISIONS OF the Local Government Act 1993 and CLM ACT 2016 FOR THE PERMITTED USE OF THE LICENCED AREA FOR THE PRESCRIBED PURPOSE OF ACCESS TO, AND MAINTENANCE OF, THE GROUNDWATER MONITORING STATION AS REQUIRED, AND REMOVAL OF THE GROUNDWATER MONITORING STATION AND MAKE GOOD ANY DAMAGE AT THE END OF THE REQUIRED PERIOD. THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE

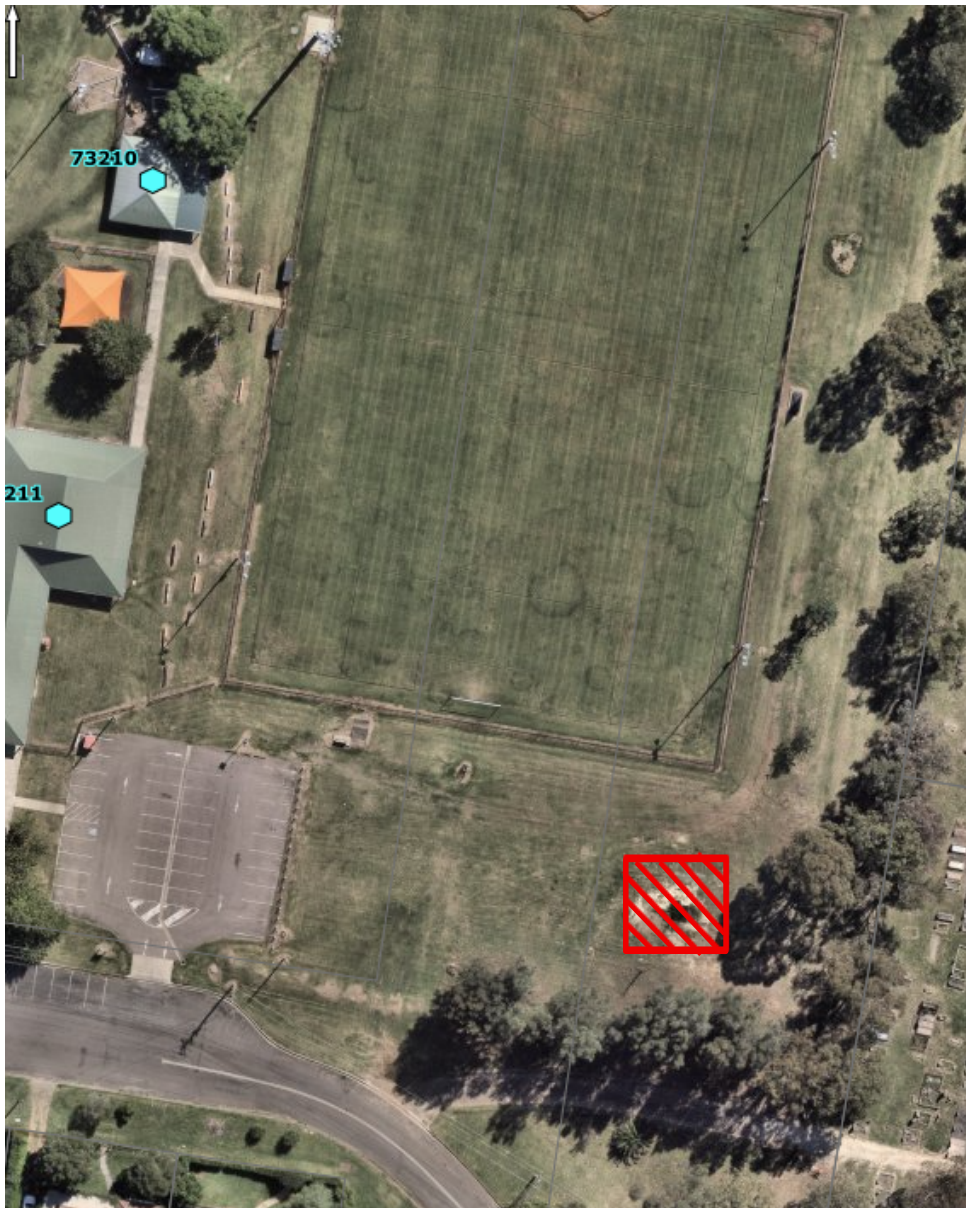
Description of Licence Premises:

Reserve Number	Reserve 9023
Parish	Rowan
County	Durham
Locality	Muswellbrook
Lot in Deposited Plan	Part Lot 7304 DP: 1163152
Area of licence	<i>Approximately 25 m2</i>
Commencement Date	6 February 2027
Expiry Date	5 February 2047
Initial Rent	\$ 3,609.08 (excluding GST)
Plan	Plan attached and marked with red hatched area
Description of any structures	N/A
Third Party Exclusive Area	N/A
Enclosed Area (where land is, or is intended to be fenced)	N/A

SCHEDULE 2

DIAGRAM SHOWING LICENCE AREA BY RED HATCHING

Image is indicative only and not to scale.





7 Adjournment into Closed Committee

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 Committee meeting closed to the press and public.

Moved: _____ Seconded: _____

8 Closed Committee

8.1 Muswellbrook Netball Courts Proposal

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.

9 Resumption of Open Committee

The meeting return to Open Council.

10 Date of Next Meeting

9 June, 2026

11 Closure