



BUSINESS PAPER

Ordinary Council Meeting Wednesday, 8 July 2026

Date: Wednesday, 8 July 2026

Time: 9.00am

**Location: Shire Chamber
Coonamble**

The Mayor and Councillors are bound by the Oath/ Affirmation of Office made at the start of the Council term to undertake their civic duties in the best interests of the people of Coonamble Shire and to faithfully and impartially carry out the functions, powers, authorities, and discretions vested in them under the Local Government Act or any other Act, to the best of their skill and judgement. It is also a requirement that the Mayor and Councillors disclose conflicts of interest in relation to items listed for consideration on the Agenda or which are considered at this meeting in accordance with Council's Code of Conduct and Code of Meeting Practice.

**Daniel Keady
Mayor**

Notice is hereby given that an Ordinary Meeting of Council will be held in the Shire Chamber, Coonamble on Wednesday, 8 July 2026 at 9.00am.

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1 OPENING MEETING

- The meeting is being livestreamed and/or recorded for on-demand viewing via Council's website and a person's image and/or voice may be broadcast;
- Attendance at the meeting is to be taken as consent by a person to their image and /or voice being webcast (time will be allowed by the Chairperson for people to leave the meeting before it starts);
- All speakers should refrain from making any defamatory comments or releasing any personal information about another individual without their consent;
- Council accepts no liability for any damage that may result from defamatory comments made by persons attending the meetings – all liability will rest with the individual who made the comments;
- The recording will be available on Council's website for a minimum of 12 months and retained as a Council record;
- Individuals acting in a disorderly manner can be asked by the Chairperson to leave the meeting under the Council's Code of Meeting Practice;
- The meeting must not be recorded by others without the prior written consent of the Council in accordance with the Council's Code of Meeting Practice.

2 ACKNOWLEDGEMENT OF COUNTRY

We acknowledge the traditional custodians of this land on which we meet today, the Wailwan people and the Gamilaroi people and recognise their continuing connection to land, water and culture. We pay our respects to Elders past, present and emerging.

3 COMMUNITY CONSULTATION

4 APOLOGIES/APPLICATIONS FOR LEAVE OF ABSENCE BY COUNCILLORS

5 CONFIRMATION OF MINUTES

RECOMMENDATION

That the minutes of the Ordinary Meeting of the Coonamble Shire Council held on Wednesday, 17 June 2026 be confirmed as a correct record of the proceedings of the meeting.



MINUTES

**Ordinary Council Meeting
Wednesday, 17 June 2026**

**MINUTES OF COONAMBLE SHIRE COUNCIL
ORDINARY COUNCIL MEETING
HELD AT THE SHIRE CHAMBER, COONAMBLE
ON WEDNESDAY, 17 JUNE 2026 AT 9.00AM**

PRESENT: Mayor Daniel Keady, Deputy Mayor Steven Butler, Cr Karen Churchill, Cr Adam Cohen, Cr Paul Fisher, Cr Margaret Garnsey, Cr Phillipa Goldsmith, Cr Ahmad Karanouh, Cr Paul Wheelhouse

IN ATTENDANCE: Greg Hill (General Manager), Bruce Quarmby (Director Corporate Services), Kerrie Murphy (Director Infrastructure), Tony Payne (Director Sustainable Communities & Planning), Jenni Maundrell (Executive Manager Corporate Governance), Rebecca Payne (Executive Assistant)

1 OPENING MEETING

The Mayor opened the meeting at 9:04am, advising the attendees of the following:

- The meeting is being livestreamed and/or recorded for on-demand viewing via Council's website and a person's image and/or voice may be broadcast;
- Attendance at the meeting is to be taken as consent by a person to their image and /or voice being webcast (time will be allowed by the Chairperson for people to leave the meeting before it starts);
- All speakers should refrain from making any defamatory comments or releasing any personal information about another individual without their consent;
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2 ACKNOWLEDGEMENT OF COUNTRY

We acknowledge the traditional custodians of this land on which we meet today, the Wailwan people and the Gamilaroi people and recognise their continuing connection to land, water and culture. We pay our respects to Elders past, present and emerging.

3 COMMUNITY CONSULTATION

4 APOLOGIES/APPLICATIONS FOR LEAVE OF ABSENCE BY COUNCILLORS

Nil

5 CONFIRMATION OF MINUTES

RESOLUTION 2026/85

Moved: Cr Ahmad Karanouh

Seconded: Cr Karen Churchill

That the minutes of the Ordinary Meeting of the Coonamble Shire Council held on Wednesday, 13 May 2026 be confirmed as a correct record of the proceedings of the meeting.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

6 DISCLOSURES OF CONFLICTS OF INTEREST

Cr Adam Cohen declared a Pecuniary Interest declaration with:

Item 7.3 - Notice Of Motion - Councillor Paul Wheelhouse-Capital Upgrades In 2025/26 And 2026/27 Financial Budget report as he is a part owner of the business managing the Coonamble Pool. He indicated he will leave the room for the discussion and for voting on the item.

Item 9.4 - Applications For Financial Assistance Under Council's Donations Policy report as he is a part of one of the clubs. He indicated he will stay in the meeting and not vote on the item.

Mayor Daniel Keady declared a Less than Significant Non-Pecuniary Interest declaration with:

Item 9.4 - Applications For Financial Assistance Under Council's Donations Policy report as he is on the committee and vice president of one of the the clubs. He indicated he will leave the room for the discussion and for voting on the item.

Cr Paul Wheelhouse declared a Less than Significant Non-Pecuniary Interest declaration with:

Item 11.3 – Establishment Of Automated Return And Earn Depot At Coonamble Waste Facility report as he supplies concrete. He indicated he will stay in the meeting to debate and vote on the item.

Cr Phillipa Goldsmith declared a Pecuniary Interest declaration with:

Item 9.4 - Applications For Financial Assistance Under Council's Donations Policy report as she has been engaged to manage the event for one of the donation recipients. She indicated she will leave the room for the discussion and for voting on the item.

7 NOTICES OF MOTIONS/QUESTIONS WITH NOTICE/RESCISSION MOTIONS

7.1 CODE OF MEETING PRACTICE - RESCISSION OF 2025 CODE AND AMENDMENT TO ORDER OF BUSINESS

RESOLUTION 2026/86

Moved: Deputy Mayor Steven Butler

Seconded: Cr Phillipa Goldsmith

That Council:

- 1. Rescind Resolution 2025/237, relating to the adoption of the 2025 Code of Meeting Practice;**
- 2. Note that, as a consequence, Council's Code of Meeting Practice adopted on 12 February 2025 (Resolution 2025/11) is reinstated; and**
- 3. Amend clause 7.1 of the reinstated Code of Meeting Practice to provide that the general order of business for ordinary Council meetings is as follows:**
 - 1. Opening Meeting**
 - 2. Acknowledgement of Country**
 - 3. Community Consultation**
 - 4. Apologies/Applications for Leave of Absence by Councillors**
 - 5. Confirmation of Minutes**
 - 6. Disclosures of Conflicts of Interest**
 - 7. Notices of Motion/Questions with Notice/Rescission Motions**
 - 8. Mayoral Minute**
 - 9. Finance**
 - 10. Governance and General Manager**
 - 11. Planning and Sustainability**
 - 12. Infrastructure**
 - 13. Confidential Matters**
 - 14. Conclusion of Meeting**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

7.2 NOTICE OF MOTION -COUNCILLOR AHMAD (AL) KRANOUH-COONAMBLE SHIRE MURAL ART TRAIL: PROPOSED MURAL AT SMITH PARK

RESOLUTION 2026/87

Moved: Cr Ahmad Karanouh

Seconded: Cr Karen Churchill

That Council endorse the following:

- 1. The painting of a mural on the bore shed at Smith Park during the 2026/27 financial year.**
- 2. The mural depicts Nevelle Owen taking a photograph of children playing at the Warrana Creek Water Recreational Reserve near the weir.**
- 3. An information sign accompany the mural explaining the significance and history behind the artwork.**
- 4. The General Manager provide a report back to Council detailing:**
 - a. the proposed mural design;**
 - b. the wording and information to be included on the signage and**
 - c. estimated project costs**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

At 09:16 am, Cr Adam Cohen left the meeting.

7.3 NOTICE OF MOTION - COUNCILLOR PAUL WHEELHOUSE-CAPITAL UPGRADES IN 2025/26 AND 2026/27 FINANCIAL BUDGET

RESOLUTION 2026/88

Moved: Cr Paul Wheelhouse

Seconded: Cr Karen Churchill

That

- 1. Defer the Council Depot Upgrade projects currently budgeted in the 2025/26 Financial Year, comprising:**
 - a. Council Depot Security Fence Renewal – \$233,120; and**
 - b. Fuel Bowser Relocation and New Fuel System – \$248,500;****and, subject to the availability of funds at the conclusion of the 2025/26 Financial Year, allocate any unexpended funds towards Stage 1 of the Coonamble Artesian Bore Baths Project in the 2026/27 Financial Year.**
- 2. Reallocate the proposed 2026/27 Financial Year budget allocation of \$300,000 for the construction and bitumen sealing of the rear car park**

servicing the Coonamble Swimming Pool and MacDonald Park towards Stage 1 of the Coonamble Artesian Bore Baths Project.

In Favour: Nil

Against: Crs Daniel Keady, Steven Butler, Karen Churchill, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

LOST 0/8

At 9:31 am, Cr Adam Cohen returned to the meeting.

8 MAYORAL MINUTE

MAYORAL MINUTE

RESOLUTION 2026/89

Moved: Mayor Daniel Keady

Seconded: Cr Phillipa Goldsmith

That the Mayoral Minute for May 2026 be noted.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

9 FINANCE

9.1 ADOPTION OF OPERATIONAL PLAN 2026-27

RESOLUTION 2026/90

Moved: Cr Paul Wheelhouse

Seconded: Cr Karen Churchill

Receive and note the Adoption of Operational Plan 2026-27 report.

- 1. That Council adopt the following documents to the requirements of the Local Government Act 1993 (NSW)**
 - (a) Operational Plan and Budget 2026-27**
 - (b) Revenue Policy 2026-27**
 - (c) Fees and Charges 2026-27**
- 2. Note and endorse that four community submissions received during the public exhibition period to date.**
- 3. Note that any statutory fees and charges that have not yet been updated for 2026-27 will be updated and implemented once notification is received.**
- 4. Formally make rates and charges for the 2026-27 financial year as follows:**

Rates

Rating Categories	Minimum p.a.	Cents in \$
Coonamble Residential Ordinary	\$590.00	1.3644
Gulargambone Residential Ordinary	\$590.00	0.9574
Village Residential Ordinary	\$580.00	1.2117
Farmland	\$470.00	0.2060
Small Rural Holdings	\$610.00	0.7259
Rural Residential Ordinary	\$580.00	0.5959
Business	\$640.00	1.8062

Water Supply Service Access Charge

Item	Coonamble	Gulargambone	Quambone
Access Charge (20mm)	\$510.00	\$570.00	\$570.0
Access Charge (25mm)	\$800.00	\$895.00	\$895.0
Access Charge (32mm)	\$1,306.00	\$1,460.00	\$1,460.0
Access Charge (40mm)	\$2,040.00	\$2,280.00	\$2,280.0
Access Charge (50mm)	\$3,188.00	\$3,565.00	\$3,565.0
Access Charge (65mm)	\$5,390.00	\$6,025.00	\$6,025.0
Access Charge (75mm)	\$7,171.00	\$8,015.00	\$8,015.0
Access Charge (80mm)	\$8,160.00	\$9,120.00	\$9,120.0
Access Charge (100mm)	\$12,750.00	\$14,250.00	\$14,250.0

Water Consumption Charge

Town/Village	Usage Charge – 1st Tier (c/kl)	2nd Tier Pricing Limit (kl)	Usage Charge 2nd Tier (c/kl)
Coonamble	190	450	290
Gulargambone	140	450	220
Quambone	170	430	280

Sewerage Access Charge

Description	Annual Charge
Coonamble Residential	\$940.00
Gulargambone Residential	\$940.00
Coonamble Flats	\$730.00
Gulargambone Flats	\$850.00
Non-Residential Sewer Charge	\$940.00 (min)

- ☐ **Non-residential services are also subject to sewer discharge factor (usage charge) related to water consumption. The treatment charge to be applied is 410 cents per kilolitre.**

Waste Service Charges

Service	Charge per service
Coonamble Domestic	\$660.00

Coonamble Domestic – additional service	\$370.00
Gulargambone Domestic	\$660.00
Gulargambone Domestic – additional service	\$370.00
Quambone Domestic	\$660.00
Quambone Domestic – additional service	\$370.00
Coonamble Vacant Land	\$130.00
Gulargambone Vacant Land	\$130.00
Quambone Vacant Land	\$130.00
Coonamble Commercial	\$660.00
Gulargambone Commercial	\$660.00
Quambone Commercial	\$660.00
Coonamble Commercial – additional service	\$370.00
Gulargambone Commercial – additional service	\$370.00
Quambone Commercial – additional service	\$370.00
Coonamble Biweekly Service	\$1,030.00
Rural Waste Management Charge	\$50.00

5. That pursuant to Section 566(3) of the Local Government Act 1993 (NSW), Council set the maximum rate of interest payable on overdue rates and charges determined by the Office of Local Government at 10.5% per annum

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

9.2 CORPORATE SERVICES - MONTHLY FINANCIAL REPORT

RESOLUTION 2026/91

Moved: Cr Paul Fisher

Seconded: Deputy Mayor Steven Butler

1. That Council receive and note the Corporate Services Monthly Financial report.
2. The investments from 1 May 2026 to 31 May 2026 and that these investments comply with section 625 (2) of the *Local Government Act 1993*, Clause 212 of the *Local Government (General) Regulation 2021* and Council's Investment Policy.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0**9.3 LOCAL GOVERNMENT REMUNERATION TRIBUNAL DETERMINATION - COUNCILLORS FEES 2026-27****RESOLUTION 2026/92**

Moved: Cr Margaret Garnsey

Seconded: Cr Paul Wheelhouse

Receive and note the report.

1. That Council increases Councillor fees for the 2026-27 financial year by 3.70%, with effect from 1 July 2026, noting that the fees will be as follows:

- ☐ Mayor: \$12,680 plus \$24,060 being a total of \$36,740 per annum.
- ☐ Councillor: \$12,680 each per annum.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

At 10:06 am, Cr Phillipa Goldsmith left the meeting.

At 10:06 am, Mayor Daniel Keady left the meeting.

Deputy Mayor Steven Butler Chaired the meeting for item 9.4.

9.4 APPLICATIONS FOR FINANCIAL ASSISTANCE UNDER COUNCIL'S DONATIONS POLICY**RESOLUTION 2026/93**

Moved: Cr Margaret Garnsey

Seconded: Cr Ahmad Karanouh

Receive and note the report.

1. That Council provide financial assistance in accordance with the recommendations from the Donations Committee as follows:

(a) Gulargambone Tennis Club Inc	\$ 3,000.00
(b) Coonamble Cancer Survival Fund	\$ 5,000.00
(c) Marthaguy Picnic Races Club	\$ 5,000.00
(d) Coonamble Rams Rugby Club	\$ 1,580.00
(e) Coonamble Jockey Club	\$10,000.00
(f) Coonamble Public School	\$ 1,000.00
(g) Coonamble High School	\$ 1,000.00
(h) St Brigids Catholic School	\$ 1,000.00

(i)	Gulargambone Central School	\$ 1,000.00
(j)	Quambone Public School	\$ 1,000.00
<u>In Favour:</u>	Crs Steven Butler, Karen Churchill, , Paul Fisher, Margaret Garnsey, and Ahmad Karanouh	
<u>Against:</u>	Cr Paul Wheelhouse	
		CARRIED 5/1

At 10:10 am, Mayor Daniel Keady returned to the meeting.

At 10:10 am, Cr Phillipa Goldsmith returned to the meeting.

9.5 DRAFT ASSET MANAGEMENT PLAN - TRANSPORT AND DRAINAGE

RESOLUTION 2026/94

Moved: Cr Phillipa Goldsmith

Seconded: Cr Ahmad Karanouh

Receive and note the Draft Asset Management Plan - Transport and Drainage report.

- 1. That Council receive and note the contents of the draft Transport and Drainage Asset Management Plan**
- 2. That the draft Transport and Drainage Asset Management Plan be placed on public exhibition for a period of at least 28 days, with submissions invited for a period of at least 42 days.**
- 3. That Council receive a further report following the completion of the public submission period, with a view to adopting the draft Transport and Drainage Asset Management Plan**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

10 GOVERNANCE AND GENERAL MANAGER

10.1 CORRESPONDENCE

RESOLUTION 2026/95

Moved: Cr Ahmad Karanouh

Seconded: Cr Margaret Garnsey

That the Correspondence Report for March 2026 be received and noted.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and

Paul Wheelhouse

Against: Nil

CARRIED 9/0

10.2 COUNCIL RESOLUTIONS/ACTIONS UPDATE

RESOLUTION 2026/96

Moved: Cr Ahmad Karanouh

Seconded: Cr Paul Wheelhouse

That Council receive and note the Council Resolutions report and status.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

10.3 GOVERNANCE AND PEOPLE MONTHLY REPORT

RESOLUTION 2026/97

Moved: Cr Phillipa Goldsmith

Seconded: Cr Ahmad Karanouh

That Council note the Governance and People Monthly Report for June 2026.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

10.4 MONTHLY RECORDS SYSTEM TASK MANAGEMENT SNAPSHOT

RESOLUTION 2026/98

Moved: Cr Karen Churchill

Seconded: Cr Paul Wheelhouse

That Council receive and note the Monthly Records System Task Management Snapshot for May 2026.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0**10.5 MINUTES - ARIC MEETING 14 MAY 2026****RESOLUTION 2026/99**

Moved: Cr Phillipa Goldsmith

Seconded: Cr Margaret Garnsey

That Council receive and note the Draft minutes of the Audit, Risk and Improvement Committee (ARIC) meeting held on 14 May 2026.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0**The Council Meeting paused recess at 10:17 am.**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0**10.6 MT MAGOMETON QUARRY OPERATIONS UPDATE****RESOLUTION 2026/100**

Moved: Cr Ahmad Karanouh

Seconded: Cr Paul Fisher

That Council receive and note the Mt Magometon Quarry Operations Update for May 2026.**A request to the General Manager to provide a report in August addressing the challenges discussed in the June Council meeting.**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

10.7 ASSET MANAGEMENT PLAN - WATER AND SEWER**RESOLUTION 2026/101**

Moved: Cr Phillipa Goldsmith

Seconded: Cr Ahmad Karanouh

That council adopt the Water and Sewer Asset Management with no changes.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

10.8 DISPOSAL OF ASSETS POLICY**RESOLUTION 2026/102**

Moved: Cr Ahmad Karanouh

Seconded: Cr Karen Churchill

That council adopt the Disposal of Assets Policy with no changes.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

10.9 DRAFT SALEYARD MANAGEMENT PROCEDURE**RESOLUTION 2026/103**

Moved: Cr Paul Wheelhouse

Seconded: Cr Margaret Garnsey

That Council receive and note the Draft Saleyard Management Procedure report.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

10.10 COONAMBLE ARTESIAN BORE BATHS (COONAMBLE ARTESIAN AND CULTURAL EXPERIENCE) - PROJECT UPDATE

RESOLUTION 2026/104

Moved: Cr Ahmad Karanouh

Seconded: Cr Karen Churchill

Receive and note the Coonamble Artesian Bore Baths (Coonamble Artesian and Cultural Experience) - Project Update report.

- 1. That Council note the progress of the Coonamble Artesian Bore Baths project, including land acquisition, Development Application lodgement, water purchasing, consultant engagement and bore construction planning.**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

11 PLANNING AND SUSTAINABILITY

11.1 PLANNING, REGULATORY AND COMPLIANCE DEPARTMENT UPDATE

RESOLUTION 2026/105

Moved: Cr Ahmad Karanouh

Seconded: Cr Margaret Garnsey

That the Planning, Regulatory and Compliance Department report be received and noted.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

11.2 WASTE RECYCLING EMPLOYMENT INITIATIVES REPORT

RESOLUTION 2026/106

Moved: Cr Margaret Garnsey

Seconded: Cr Paul Fisher

That Council receive and note the following report Waste, Recycling and Employment Initiatives report.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul

Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

11.3 ESTABLISHMENT OF AUTOMATED RETURN AND EARN DEPOT AT COONAMBLE WASTE FACILITY

RESOLUTION 2026/107

Moved: Cr Margaret Garnsey

Seconded: Cr Phillipa Goldsmith

That Council:

- 1. Support the transition from the current over the counter (manual) container deposit facility to an automated depot.**
- 2. Approve the construction of a 20m x 20m concrete slab to support the initiative.**
- 3. Enter into an agreement with TOMRA Cleanaway to deliver the project.**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

11.4 ECONOMIC DEVELOPMENT & GROWTH REPORT TO JUNE 2026 MEETING

RESOLUTION 2026/108

Moved: Cr Margaret Garnsey

Seconded: Cr Phillipa Goldsmith

That Council receive and note the Economic Development and Growth report.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

11.5 BUSINESS ACTIVATION FUND - APPLICATION FOR ASSISTANCE

RESOLUTION 2026/109

Moved: Cr Phillipa Goldsmith

Seconded: Cr Paul Wheelhouse

That Council:

- 1. Approve the application from 4Barrels Firearms & Outdoors under the 2025/26 Business Activation Fund allocation.**
- 2. Approve the application from Gulargambone Bowling Club under the 2025/26 Business Activation Fund allocation.**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

11.6 SONS OF THE SOIL HOTEL - PURCHASE ENQUIRIES

RESOLUTION 2026/110

Moved: Cr Paul Fisher

Seconded: Cr Paul Wheelhouse

That Council:

- 1. Commence a formal Expression of Interest (EOI) process for the future use and occupation of the Sons of the Soil Hotel building;**
- 2. Develop and publicly advertise EOI documentation outlining:**
 - ☐ Available information relating to the building;
 - ☐ Council objectives and priorities;
 - ☐ Assessment criteria; and
 - ☐ Submission requirements;
- 3. Establish assessment criteria that considers:**
 - ☐ Economic and community benefit;
 - ☐ Proposed use of the building;
 - ☐ Financial capacity;
 - ☐ Deliverability and proposed timelines; and
 - ☐ Alignment with Council's strategic objectives; and
- 4. Receive a further report following the completion of the EOI process outlining submissions received and recommendations for Council consideration.**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

12 INFRASTRUCTURE

12.1 INFRASTRUCTURE SERVICES - WORKS IN PROGRESS

RESOLUTION 2026/111

Moved: Cr Ahmad Karanouh

Seconded: Cr Paul Wheelhouse

Receive and note the Infrastructure Services - Works in Progress report.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

At 11:48 am, Cr Paul Wheelhouse left the meeting.

At 11:50 am, Cr Paul Wheelhouse returned to the meeting.

12.2 TOORAWEEAH ROAD UPGRADE - MONTHLY STATUS UPDATE

RESOLUTION 2026/112

Moved: Cr Paul Fisher

Seconded: Cr Ahmad Karanouh

Receive and note the Tooraweenah Road Upgrade Monthly Status report.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

13 COMMITTEE REPORTS

Nil

14 CONFIDENTIAL MATTERS

RESOLUTION 2026/113

Moved: Cr Margaret Garnsey

Seconded: Cr Ahmad Karanouh

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 10A(2) of the Local Government Act 1993:

14.1 Closed (Public Excluded) Council Meeting of the Coonamble Shire Council - 13 May 2026

14.2 COONAMBLE ARTESIAN BORE BATHS (COONAMBLE ARTESIAN AND

CULTURAL EXPERIENCE) - Construction of Bore and replacement of Bore 5 (Wingadee Street).

This matter is considered to be confidential under Section 10A(2) - c and d(ii) of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business and information that would, if disclosed, confer a commercial advantage on a competitor of the council.

14.3 Request for Concession on Non-Residential Sewer Charges

This matter is considered to be confidential under Section 10A(2) - a of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with personnel matters concerning particular individuals (other than councillors).

14.4 Land Classification and Sale - 30 Bourbah St Gulargambone

This matter is considered to be confidential under Section 10A(2) - c of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

14.5 Extension of Quarry Manager Engagement to 31 December 2026

This matter is considered to be confidential under Section 10A(2) - c, d(i) and d(ii) of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business, commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it and information that would, if disclosed, confer a commercial advantage on a competitor of the council.

CARRIED

14.1 CLOSED (PUBLIC EXCLUDED) COUNCIL MEETING OF THE COONAMBLE SHIRE COUNCIL - 13 MAY 2026**RESOLUTION 2026/114**

Moved: Cr Ahmad Karanouh

Seconded: Cr Karen Churchill

That the minutes of the Closed (Public Excluded) Council Meeting of the Coonamble Shire Council held on Wednesday, 13 May 2026 be confirmed as a correct record of the proceedings of the meeting.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0**14.2 COONAMBLE ARTESIAN BORE BATHS (COONAMBLE ARTESIAN AND CULTURAL EXPERIENCE) - CONSTRUCTION OF BORE AND REPLACEMENT OF BORE 5 (WINGADEE STREET).****RESOLUTION 2026/115**

Moved: Cr Karen Churchill

Seconded: Cr Margaret Garnsey

Receive and note the report.

- 1. Council endorse the awarding of the contract to The Impax Group for the construction of the following groundwater bores:**
 - a. Coonamble Artesian Bore Baths Bore (stainless steel construction)**
 - b. Replacement Bore 5, Wingadee Street (stainless steel construction), including decommissioning of the existing Bore 5.**
- 2. Note the total contract value for both projects is XXX.**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0**14.3 REQUEST FOR CONCESSION ON NON-RESIDENTIAL SEWER CHARGES****RESOLUTION 2026/116**

Moved: Cr Paul Wheelhouse

Seconded: Cr Ahmad Karanouh

That Council

- 1. Receive and note the Request for Concession on Non-Residential Sewer Charges report.**
- 2. Decline the request for a reduction in Non-Residential Sewerage charges.**
- 3. Advise the owner that Council would be prepared to consider an application for a payment plan.**
- 4. Waives interest accrued on sewer usage charges, subject to compliance with an approved payment plan.**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0**14.4 LAND CLASSIFICATION AND SALE - 30 BOURBAH ST GULARGAMBONE****RESOLUTION 2026/117**

Moved: Cr Margaret Garnsey

Seconded: Cr Paul Fisher

Receive and note the report.

- 1. That Council classify the land described as 30 Bourbah St Gulargambone NSW 2828 Lot 1 DP304778 as Operational Land.**
- 2. Approve the sale of the land described as 30 Bourbah St Gulargambone NSW 2828 Lot 1 DP304778**
- 3. Authorise the General Manager to**
 - (a) Undertake all necessary actions to facilitate the sale of the land in accordance with Section 55 of the Local Government Act 1993, including negotiation of sale terms within acceptable market parameters**
 - (b) Execute all associate documentation under Council's seal, where required.**

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0**14.5 EXTENSION OF QUARRY MANAGER ENGAGEMENT TO 31 DECEMBER 2026****RESOLUTION 2026/118**

Moved: Cr Margaret Garnsey

Seconded: Cr Ahmad Karanouh

That Council:

- 1. Resolve, pursuant to section 55(3) of the Local Government Act 1993, that a satisfactory result would not be achieved by inviting tenders for the provision of quarry manager services for Council's Mt Magometon Quarry.**
- 2. Approve an exemption from tendering requirements for the extension of the current quarry manager engagement for up to 6 months.**
- 3. Approve a variation to the existing contract with Saba Civil Management and Consultancy to extend the term up to 6 months.**
- 4. Note that Council will recommence recruitment activities for a permanent quarry manager during the extension period.**

5. Authorise the General Manager to execute all necessary documentation to give effect to this resolution.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

At 12:28 pm, Cr Adam Cohen left the meeting.

At 12:35 pm, Cr Adam Cohen returned to the meeting.

RESOLUTION 2026/119

Moved: Cr Margaret Garnsey

Seconded: Cr Karen Churchill

That Council moves out of Closed Council into Open Council.

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against: Nil

CARRIED 9/0

15 CONCLUSION OF THE MEETING

The Meeting closed at 12:36.

The minutes of this meeting were confirmed at the Council held on 8 July 2026.

.....
CHAIRPERSON

6 DISCLOSURES OF CONFLICTS OF INTEREST

CONFLICTS OF INTEREST

DECLARATION FORM (COUNCILLOR)

In accordance with Council's code of Conduct for Councillors (the Code)

1. DECLARANT DETAILS			
NAME			
2. DETAILS OF THE CONFLICT OF INTEREST			
NAME OF MEETING			
MEETING ITEM NO			
REPORT TITLE			
DATE OF MEETING			
TYPE OF CONFLICT OF INTEREST (Refer to Annexure 1)		☐ Pecuniary ☐ Significant Non-Pecuniary ☐ Less than Significant Non-Pecuniary	
DESCRIPTION OF CONFLICT OF INTEREST: Include name of person and/or organisation; the relationship to you; and the reason(s) why you consider that there is (or may be) a conflict of interest or perception of a conflict of interest.			
3. ACTION TO BE TAKEN TO MANAGE THE CONFLICT OF INTEREST			
☐ I intend to leave the meeting and take no part in any debate, discussion or decision on the item.			
☐ I intend to stay in the meeting to debate and vote on the matter.			
☐ Other: Provide details _____ _____			
4. DECLARATION			
<i>I hereby declare that the above details are correct to the best of my knowledge and that I will take appropriate action as I have indicated above.</i>			
SIGNATURE		DATE	

NOTE: This is not a standing Conflict of Interest declaration.

A declaration form must be completed on every relevant occasion including, but not limited to, each Council meeting and/or Councillor workshop.

Incomplete or partially completed declaration forms will not be accepted.

ANNEXURE 1

DEFINITIONS	
Conflict of Interest	Occurs where a Council Official's personal or private interests and relationships conflict, or could conflict with, the Council Official's ability to act impartially and in the best interest of Council.
Actual Conflict of Interest	Occurs where a Council Official's personal or private interests' conflict with their official duties.
Perceived Conflict of Interest	Occurs where a Council Official could be perceived by a third party to be acting in such a way that their official duties are influenced by their personal or private interests.
Potential Conflict of Interest	Occurs where a Council Official has personal or private interests that may later develop into a conflict of interest with their official duties.
Pecuniary Interest	An interest that an individual has based on a reasonable likelihood or expectation of significant financial gain or loss to themselves or to a related individual (eg spouse, direct family member, relatives or associated companies). <u>Required Action:</u> (clause 4.16 and 4.17 of the Code): Make a declaration, do not participate in the item, leave the meeting or forum during discussion, consideration and/or voting on the matter.
Significant Non Pecuniary Interest	A non-pecuniary interest whereby an individual has a close relationship with an individual; a strong relationship with an organisation; a nonpecuniary financial interest or stands to gain or lose a personal benefit; is a board member and there is a conflict between Council and the organisation interests, constituting a conflict of duties. <u>Required Action:</u> (clause 5.10 of the Code): Make a declaration, do not participate in the item, leave the meeting or forum during discussion, consideration and/or voting on the matter.
Less than Significant Non Pecuniary Interest	A private or personal interest that does not involve a financial gain or loss but may stem from family or personal interests and/or relationships. <u>Required Action:</u> (clause 5.11 of the Code): Make a declaration, when disclosing the interest you must also explain in writing why you consider that the non-pecuniary conflict of interest is not significant and does not require further action in the circumstances.

**7 NOTICES OF MOTIONS/QUESTIONS WITH
NOTICE/RESCISSION MOTIONS**

Nil

8 MAYORAL MINUTE

MAYORAL MINUTE

Author: Mayor

Authoriser: Mayor

Annexures: 1. [Inland Rail](#) [↓](#)
2. [GreenLink Australia](#) [Creating an Australian Freight Revolution](#) [↓](#)

RECOMMENDATION

That the Mayoral Minute for July 2026 be noted.

RAIN

The Coonamble Shire has received quite a bit of rain since our last meeting. These falls have provided a much-needed boost.

Although conditions have improved significantly, there remains a strong need for consistent follow-up rainfall to sustain growth and maximise the benefit. Encouragingly, the Bureau of Meteorology indicates the potential for further rain beyond this period.

After a prolonged dry spell, the recent wet weather has continued to lift the spirits across the community.

FINANCIAL ASSISTANCE GRANT PROGRAM

Council passed resolution 2026/33 (April 26) in support of the campaign to lobby the federal government to increase the financial assistance grant to 1% of the federal taxation annual revenue. The motion also noted Coonamble was to write to the government and show ministers

Although Council would benefit from receiving more funding through the Financial Assistance Grant (FAG) program. The funding we lobbied for is untied, which means it can be used for everyday running costs. While the Federal Government may point to other grants to help with funding, these are usually tied to specific projects. This means they cannot be used to cover normal operating expenses, so they don't fully address Council's funding challenges.

Much of the current funding mix includes grants that are tied to specific projects and cannot be used to cover every day operating costs, such as wages, which are increasing by around 4% each year. While these additional grants are helpful for renewing and improving Council infrastructure, they do not assist with ongoing operational expenses. As a result, Council has limited options to manage rising costs. It must either increase its own revenue or find and implement cost-saving measures.

RUGBY FUNDING

In February 2026, Council submitted an application under the NSW Rugby World Cup Legacy Program 2025/26 (Category 1). The application was prepared by Morris and Piper in partnership with Council staff and the Gulargambone Rugby League Club.

Council successfully secured \$135,200 through the NSW Rugby World Cup Legacy Program 2025/26 to upgrade lighting and changeroom facilities at Gulargambone Sportsground. The project will improve player amenities.

ARTESIAN BORE BATHS

The bore construction is progressing well. Impax installed and pressure-cemented the production casing to 350m on Monday 29 June. Due to the cement curing time and incoming rain, Impax have left the site secured.

Impax will be on break next week and work will resume on Monday, July 13th, with completion expected later that week.

COONAMBLE RUGBY CLUB

Congratulations to the Coonamble Rugby Club on celebrating an incredible milestone—70 years of rugby and community spirit. The anniversary event was a fantastic success, with around 450 people turning out to the Showground Pavilion to mark the occasion. A wonderful celebration of the club's history, achievements and the strong community that supports it.

INVITATION TO MEET WITH THE HON TARA MORIARTY MLC

Council has received an invitation to meet with The Hon Tara Moriarty MLC on Friday 24 July to discuss regional priorities and hear about issues affecting the Coonamble area.

INLAND RAIL

In the 2026 Federal budget, The Australian Government announced that the Inland Rail will not be completed north of Parkes. It is partially constructed south of Parkes and will become operational not later than 2032. Recently Greenlink's Chair, Everaldo Compton, met with Prime Minister, Anthony Albanese, and Transport Minister, Catherine King, to discuss the importance of Parkes being connected to the Port of Gladston by standard gauge rail. Greenlink has undertaken to create a private consortium to fund and construct the Parkes to Goondiwindi Railway.



Greenlink Australia Pty Ltd
ABN: 58 672 258 365

THE GREENLINK RAILWAY MASTER PLAN

Linking the Port of Gladstone to Parkes Freight Hub

This nation-building, heavy haul, standard gauge railway will create a revolution in the way in which containerised freight is carried in eastern Australia. Greenlink Australia Pty Ltd ('Greenlink'), a privately financed infrastructure developer, will deliver the project in several sections:

- | | |
|---------------------------------|--|
| Gladstone to Goondiwindi | to connect the Port of Gladstone to the national freight network including a link between Miles and Toowoomba. |
| Goondiwindi to Narrabri | to connect with the existing railway to the Port of Newcastle. |
| Narrabri to Narromine | to connect with the newly completed railway from there to Parkes. |

Inland Rail Pty Ltd, a wholly owned subsidiary of the Australian Rail Track Corporation (ARTC), has been commissioned by the Federal Government to build a standard gauge railway from Melbourne to Parkes. When both projects are completed the Port of Gladstone will have heavy haul rail freight connections to Melbourne, Sydney, Adelaide and Perth.

The Greenlink Plan

The movement of freight throughout the world is now dominated by the use of the largest possible vessels. This transition has been driven by economic, environment and logistics benefits.

Only two ports in Eastern Australia have the depth to handle the world's largest container vessel, Sydney Harbour and the Port of Gladstone. Owing to its natural beauty and it being the focal point of Australian tourism, it is highly unlikely a large container terminal will be developed within Sydney Harbour.

With its natural deep water channel and harbour Gladstone is destined to become the Rotterdam of Australia.

The Greenlink railway will distribute national freight to and from the Port of Gladstone.

Once constructed, containers railed from Gladstone on the Greenlink railway will reach western Sydney four days faster than if it remained on a boat. Melbourne will be reached seven days faster. The same applies in reverse.

Greenlink plans to complete the construction of the Greenlink railway by the end of 2032.

Delivering Inland Rail's Vision

In the 2026 Federal budget, The Australian Government announced that Inland Rail will not be completed north of Parkes. It is partially constructed south of Parkes and will become operational not later than 2032.

Recently Greenlink's Chair, Everaldo Compton, met with Prime Minister, Anthony Albanese, and Transport Minister, Catherine King, to discuss the importance of Parkes being connected to the Port of Gladstone by standard gauge railway. It was agreed this will require



Greenlink Australia Pty Ltd
ABN: 58 672 258 365

the partially constructed Parkes to Goondiwindi Railway to be built using private capital as it is no longer on the agenda of governments.

Greenlink has undertaken to create a private consortium to fund and construct the Parkes to Goondiwindi Railway. Greenlink proposes the corporate entity that does this will grant ARTC equity to the value of track already laid and pre-construction costs already expended. ARTC will also gain a seat on the Board of Directors of this entity. Further, ARTC will have first right of negotiation to undertake key roles including below rail operator, train control and asset management of the Parkes to Gladstone railway.

Agreements are currently being negotiated to gain exclusive mandates from the Australian, New South Wales and Queensland Governments to complete the railway from Parkes to Gladstone. In addition, Greenlink has given undertakings to the Federal and State governments to create a broad base of investors to fund and construct the project.

Gladstone to Goondiwindi

Work has commenced on the achievement of Financial Close, targeting FY2028 / 2029, with construction of the standard gauge railway to be completed five years later.

Initial studies underway include the determination of anticipated freight volumes and their sources.

The identification of the corridor is also under way. This broadly proceeds from Gladstone west to Banana, then south to Taroom and Miles and on to Goondiwindi. Established infrastructure corridors exist throughout with additional land requirements aiming to be achieved by securing rights to the front of properties without dividing them.

Miles to Toowoomba

This is planned to be an east-west dual gauge railway to be built within an existing rail corridor that will link Toowoomba, Dalby and the Darling Downs to the main north-south Greenlink line. This will give local communities access to the Port of Gladstone and the markets in Sydney and Melbourne.

Goondiwindi to Narrabri

This consists of building a new standard gauge railway from Goondiwindi in Queensland to North Star in New South Wales crossing the Macintyre River along a new corridor. We have identified a river crossing location that reduces exposure to the flood plain when compared to Inland Rail's proposed crossing location.

Inland Rail has concluded the construction of the railway from North Star to Narrabri except for a few kilometres near Moree which will be completed.

At Narrabri, the Greenlink railway will connect to the existing heavy haul freight railway through the Hunter Valley to Newcastle. Refinements to the currently planned connection at Narrabri will be undertaken.

This section of the railway will be prioritised so trade can occur between Southern Queensland and the Port of Newcastle and vice versa.



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Narrabri to Narromine

This is the most difficult section of the project. Inland Rail has approval for a high-cost corridor across multiple rivers / creeks, flood plains, low lying swamp and the Pilliga State Forest. Greenlink will explore corridor options which, it believes, will significantly reduce construction costs.

Narromine to Parkes

This section has been completed by Inland Rail.

Funding

The construction cost of the project is estimated to be in the order of \$15 billion. This will be raised progressively from private sources within Australia and internationally. With advice from Barrenjoey, one of Australia's major investment banks, Greenlink is in the process of forming a powerful consortium of companies to fund and construct the project.

Exclusive Mandates

It will prove challenging for Greenlink to raise the necessary funding without having the assurance of Government exclusive mandates. Greenlink is in active negotiations with the Australian, New South Wales and Queensland Governments for exclusive mandates to fund, build and operate the Greenlink project. While these negotiations are being finalised, Greenlink is continuing its intensive planning, so the project moves forward without delay.

Timing

It is planned for the entire Greenlink project to be built by December 2032.

The Goondiwindi to Narrabri section will be prioritised as its connection to Newcastle will create a revenue producing railway. The Narrabri / Narromine section is planned to follow increasing the containerised freight transported along the line. Construction of Goondiwindi / Gladstone railway will commence once financial close is achieved on this section within two years.

Associated Projects

Greenlink supports the process being undertaken by the Gladstone Ports Corporation to select a developer of a container terminal at Port Central. Greenlink is in discussions with the potential developers.

At the invitation of the Queensland Coordinator General, Greenlink are participants in a feasibility study to assess the viability of the Taroom Oil Basin which may open at the same time as the construction of the Greenlink railway is completed in 2032. The Greenlink railway runs parallel to the Basin and is strategically located to support its efficient development.

Greenlink is also in discussion with Queensland local governments advocating for the Queensland Government to build Nathan Dam (near Taroom) 50 years after it was first investigated. Similarly, we are involved in having the area between Miles, Chinchilla, and



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Condamine declared a Priority Development Area as the Greenlink railway will create the demand for a significant intermodal freight hub to be established at Miles.

Regional Prosperity

Greenlink has commenced a programme designed to foster the growth of rural industries along its alignment. An alliance of economic development is being created with communities along the alignment from Gladstone to Parkes and between Miles and Toowoomba.

The aim is to create quality employment opportunities that will attract young Australians to settle in regional Australian towns where a comfortable home can be acquired at significant discounts to the major cities.

Current Planning

Greenlink is currently undertaking significant initial planning including a detailed study of the shipping industry that will use the Port of Gladstone to landbridge its freight to southern Queensland, New South Wales, and Victoria, and the reverse. Simultaneously an associated study into the expected domestic freight movements along the Greenlink railway is being progressed.

Planning of the rail corridors required between Gladstone and Goondiwindi is being undertaken as well as a study of the challenges in completing Inland Rail from Parkes to Goondiwindi. Greenlink is also assessing the value of work already completed or planned by Inland Rail.

Greenlink Team

Currently, the shareholders and directors of Greenlink are Everal Compton, Grant Flekser, Lance Hockridge and Tim Crommelin. This is expected to change with several major investors potentially being added before December 2026.

New investors of substance and integrity are welcome. Please explore our website to make initial contact <https://greenlinkaus.com>.

Authorised by,
Everal Compton AO
June 2026



GreenLink Australia Pty Ltd
Everal Compton
Chairman
Tel: +61 (0)407 721 710
Email: ecompton@greenlinkaus.com



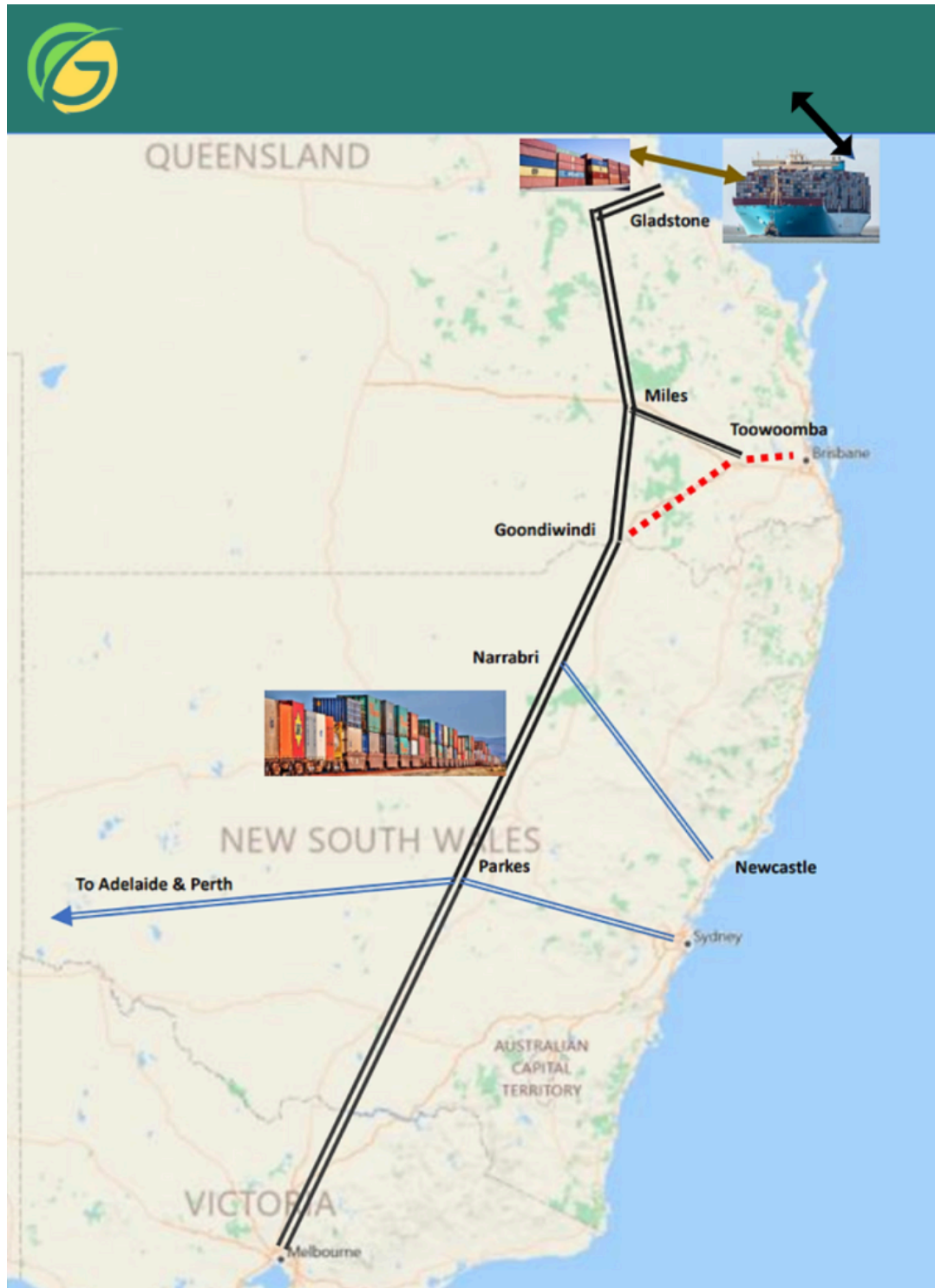
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CREATING AN AUSTRALIAN FREIGHT REVOLUTION

A WORLD CLASS FREIGHT SUPPLY CHAIN

GreenLink Australia Pty Ltd is the proponent of a new 700km freight rail line that will link the Port of Gladstone to Inland Rail at North Star, NSW, just south of Goondiwindi and from there to the rest of Australia. It will create Australia's first world class freight supply chain, moving containers directly between the world's largest and most efficient container vessels and locations throughout Australia's eastern states by high speed, high volume rail through central Queensland, New South Wales and Victoria, and to the west via the main transcontinental line.



WHO WE ARE

Everald Compton, AO

Director and Chairman



The recipient of the Order of Australia twice, 1993-AM and 2021-AO has been recognised for his services to the Transport Industry receiving the Centenary Medal in 2001 from the Prime Minister. His extensive career of nearly 70 years has realised several leading roles.

Two roles of direct relevance to this Proposal are:

- Founder and Father of the Inland Railway
- Former Chair of Surat Basin Railway Ltd

In addition, significant roles in working with and for Government through:

- Founding Chair, Advisory Panel on Positive Aging within the Commonwealth Treasury
- Adjunct Professor, University of Queensland
- Honorary Senior Fellow, University of the Sunshine Coast
- Founder, National Seniors Australia
- Founder, Compton Gardens Retirement Community

Everald is a Certified Practicing Accountant (CPA) and a Certified Practicing Marketer (CPM) and has been a Member of both Institutes for 65 years.

Grant Flekser

Managing Director



Grant is an experienced pre-construction and construction phase delivery professional in the railway, port and water industries. He is a mechanical engineer with over 20 years' management experience who has successfully led large, multidisciplinary teams in the delivery of feasibility studies, construction procurement and transaction strategy development and managed the delivery of a number of linear infrastructure projects on behalf of Government and the private sectors.

Roles of direct relevance to this Proposal are:

- Project Director of the Fitzroy to Gladstone Pipeline project – Grant leads the pre-construction and construction phases of this \$950M pipeline and water treatment plant project in Rockhampton / Gladstone, Queensland
- Project Manager of the Olive Downs Balloon Loop project – Grant was the Principal's Representative on this \$100M private rail balloon loop and spur in Moranbah, Queensland.
- Project Manager of Surat Basin Railway – as Xstrata Coal's representative on the project, reporting to the CEO, Grant led the multidisciplinary team to complete the study phases of this \$2Bn project
- Shareholding customer representative – WICET – Grant represented the eight shareholding customers in the development of this \$3.2Bn coal export terminal and in their negotiations for rail network access agreements with Aurizon Network.

Lance Hockridge



Lance Hockridge is an executive leader with extensive global experience in the transportation, manufacturing and heavy industrial sectors. He is a well-recognised thought-leader on international trade, diversity and transformative business strategy.

At BHP Lance led the Company's global transportation activities, including shipping, rail and road activities. He also spent many years in the BHP Steel business in Australia, NZ and North America/Middle East. Lance retired as CEO of Aurizon Holdings Ltd in November 2016, having led the previously state-owned Queensland Rail freight business through a successful IPO in November 2010.

Lance is Chairman of AVADA Group Limited; a Non-Executive Director of Kelsian Ltd; and a Non-Executive Director of Saudi Arabia Railways; together with other private company interests. He has had extensive not-for-profit interests, including Chairman of The Salvation Army's Queensland Advisory Group; together with diversity and domestic violence interests. He was recognised for his work in diversity as the only Australian CEO to be awarded a UN CEO Empowerment Award in March 2016.

Tim Crommelin



Tim's experience includes stockbroking, investment banking, corporate advisory, equity capital markets, property investment and development for more than 50 years.

Tim joined Morgan Stockbroking in 1986 and was Managing Director of the group from 1990 to 2003 and Executive Chairman from 2003 to 2023.

Qualifications and Professional Affiliations

- B.Commerce : University of Queensland 1973
- Advanced Management Program – University of Hawaii 1982
- Fellow, Securities Institute of Australia
- Fellow, Society of Land Economists
- Trustee, Queensland Division of Committee for Economic Development of Australia
- Master Member, Stockbrokers and Financial Advisers Association

Board Memberships

- Director, Abney Limited
- Director, The Brisbane Lions Foundation
- Chairman of Eagers Automotive Limited
- Director, Morgans Holdings (Australia) Limited
- Director, University of Queensland Endowment Foundation
- Director, Schools Plus
- Director, The Morgans Foundation
- Trustee Australian Cancer Research Foundation

NEWS

**The GreenLink Railway Master Plan**

27th Jun 2026

CONTACT US

Name (required)

Email (required)

Message (required)

Contact Us

GreenLink Australia

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9 FINANCE

9.1 CORPORATE SERVICES - MONTHLY FINANCIAL REPORT

Author: Director Corporate Services

Authoriser: General Manager

Annexures: 1. June 2026 Imperium Portfolio Report [↓](#)

RECOMMENDATION

1. That Council receive and note the Corporate Services Monthly Financial report.
2. The investments from 1 June 2026 to 29 June 2026 and that these investments comply with section 625 (2) of the *Local Government Act 1993*, Clause 212 of the *Local Government (General) Regulation 2021* and Council's Investment Policy.

EXECUTIVE SUMMARY:

This report provides updated information from the operations of the Corporate Services Department for Council's information.

BACKGROUND:

The progress report focuses on the performance of Council's Investment portfolio and its efforts in the collection of outstanding rates and charges for the past month.

REPORT:

Investment Status June 2026

The attached Investment Report was calculated on 29 June 2026 after all maturing dates for investments had passed.

Cash And Investment Account Summary

Account	Interest Rate	Current Month Interest Received	YTD Interest Received	Prior Month Balance	Movement	Current Month Balance
Operating Account*	3.35%pa	\$ 5,951.51	\$ 41,002.65	\$ 2,348,183.11	-\$1,930,123.48	\$ 418,059.63
Online Saving Account	4.25%pa	\$ -	\$ 36,220.23	\$ 3,000,000.00	\$2,000,000.00	\$ 5,000,000.00
Term Deposits	4.85%pa (avg)	\$55,214.25	\$931,797.80	\$ 20,250,000.00	\$6,000,000.00	\$ 26,250,000.00
Total Interest Received 29 June 2026			\$1,009,020.68	Total Cash at Bank 29 June 2026		\$31,668,059.63

*Balances exclude overdraft facility

Interest Rate

The average interest rate on Council's investments is currently approximately 4.85%. A slight increase in available investment rates has been observed over the past month. With Reserve Bank of Australia interest rates expected to remain stable over the coming months, Council will continue to seek opportunities to invest surplus funds at higher returns where appropriate.

Available Working Funds

	Actual YTD (000's)
Total Cash and Investments	31,668
Externally Restricted	
Unexpended Specific Purpose Grants / Loans	6,415
Water Supplies	3,430
Sewerage Services	4,902
Domestic Waste Management	63
Total Externally Restricted	14,810
Internal Restrictions - Subject to June 2026 QBR Finalisation	
Building and Premises	498
Community Development	141
Corporate	1,615
General	5,444
Housing & Community	100
Mines (Quarry)	1,232
Public	43
Recreation	76
Transport	3,069
Governance	785
Total Internally Restricted	13,003
Total Restricted	27,813
Unrestricted Cash	3,855

Government Recievables owing to Council

Infrastructure Grants (Transport, Water Sewer)	2,420
Recreational & Culture Grants	146
Total	2,566

Restricted funds are monies set aside for specific future purposes, while unrestricted funds are available to meet Council's general operational needs. Where working funds fall into a negative position, as identified above, a transfer from internal reserves will be undertaken to support working funds.

It should be noted that, while the calculations above indicate that Council has an Unrestricted Cash balance of \$3.85 million, this amount is expected to decrease following the completion of the year-end accounting adjustments required under standard financial reporting practices.

For Council's information, the two principal adjustments that are expected to impact this balance are:

- The transfer of funds to Internal Reserves to provide funding for works commenced in the 2025/26 financial year that will not be completed until the 2026/27 financial year.
- The recognition and payment of expenses that have been incurred during the financial year but remain unpaid as at 30 June 2026

Cash Outflows

The below table shows the outflows for the month:

June Cash Outflows	
Materials, Contracts and Consumables	\$3,291,984.38
Wages	\$746,829.70
Total	\$4,038,814.08

Rates and Charges Collections – June 2026

The below table summarises the Rates and Charges levied and paid which provides a total amount which remains outstanding at the end of the reporting period. This is compared to the same period last year.

	29 June 2026	30 June 2025
Rates & charges levied and arrears for 2025/26	11,282,937.72	10,101,809.81
Less - Pension Concession	- 101,377.60	- 102,149.87
- Amounts collected as at 31 May 2026	- 9,686,612.18	- 8,600,926.02
Total Rates and Charges Outstanding	1,494,947.94	1,398,733.92

The amount levied for rates and charges for 2025 / 26 includes the current year's annual rates and charges and any interest added since the date the rates notices were issued. The amount received as of 29 June 2026 includes receipts for both arrears and the current year's amounts outstanding.

It should be noted that the rates and charges 2025 / 26 levied amount is reduced by the pensioner concession of \$101,377.60; reducing the amount of income derived from these rates and charges. Of this concession, Council's contribution is 45%, which represents an amount of \$45,619.92.

The rates and charges as of 29 June 2026 represent 13.25% of the total annual rates and charges levied and outstanding (compared with 13.85% on 30 June 2025).

Water Consumption Charges

	29 June 2026	30 June 2025
Water Consumption Charges and arrears for 2025/26	2,589,821.90	2,245,069.16
Less - Amounts collected as at 31 May 2026	- 1,843,851.11	- 936,521.72
Total Water Consumption Charges Outstanding	745,970.79	1,308,547.44

The water consumption charges as of 29 June 2026 represents 28.80% of the total water consumption charges outstanding (compared to 58.29% on 30 June 2025). Council will note the main variation between the two financial years is directly associated with the delay in generation of the water consumption charges for the 2025 / 26 year.

For Council's information, staff have recently completed and issued the third quarter water-user accounts. As discussed at prior Council meetings, a "How to Read your Water Notice" pamphlets were included with each account to assist customers in better understanding their water bill and the information contained on the notice.

Furthermore, as the fourth-quarter water usage notice is expected to be issued in mid-to-late July, prior to the due date of the third-quarter notice. Therefore, any arrears shown on the fourth-quarter notice will not include outstanding third-quarter charges.

Ratepayers are encouraged to treat each notice as a separate bill and ensure payment is made by the relevant due date. Management acknowledges that the close timing of the fourth-quarter water notice and the 2026/27 Rates and Annual Charges Notice may create financial pressure for some ratepayers. Those experiencing financial difficulty are encouraged to contact Council to discuss available payment arrangements.

To assist the community, Council will also undertake a communications campaign to provide clear information regarding notice due dates, payment obligations, and available support options

Correction to Revenue Policy

As discussed during the adoption of the draft minutes from the June Council meeting, Council adopted the maximum interest rate permitted by the Office of Local Government as an incentive to encourage the timely payment of outstanding rates and charges. At the June 2026 meeting, the adopted rate was recorded as 10.5%; however, this was incorrect. Office of Local Government Circular 25-06 has advised that the maximum allowable rate for the 2026/27 financial year is 9.5%.

As this is a statutory charge, Council is required to apply the legislated rate, and the June 2026 Council Meeting Minutes have been corrected accordingly.

Debt Recovery Agency

Council staff have continued to consult with Council's debt recovery agency with a view to continuing Council's process outlined within Council adopted Debt recovery policy. For Council's information during June,

- 29 cases were closed due to full payment or being below recovery threshold.
- 130 cases remain under various stages of debt recovery action; including
 - 58 Payment Arrangements or awaiting promised payments through Debt Recovery Agency
 - 68 Rates/Water Cases in progress
 - 4 Sundry Debtor Cases in progress

Total Balance of open cases with debt recovery \$606,578

Sale of Land for Unpaid Rates Update

The Sale of Land Auction for unpaid rates was conducted on Thursday, 21 May 2026. A total of 25 properties were offered at auction, with all properties successfully sold. At the time of writing this report, 22 properties have settled, with the remaining three currently progressing through the settlement process. A full report will be provided at the August Council meeting.



Investment Report

01/06/2026 to 29/06/2026

Portfolio Valuation as at 29/06/2026

Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Capital Value (\$)	Face Value (\$)	Accrued (\$)	Accrued MTD (\$)
Westpac	A-1+	TD	GENERAL	At Maturity	31/07/2025	31/07/2026	4.1700	2,500,000.00	2,500,000.00	95,395.89	8,282.88
Regional Australia Bank	A-2	TD	GENERAL	At Maturity	06/08/2025	06/08/2026	4.1500	1,000,000.00	1,000,000.00	37,293.15	3,297.26
IMB Bank	A-2	FRTD	GENERAL	Quarterly	06/08/2024	06/08/2026	4.9900	1,000,000.00	1,000,000.00	7,519.18	3,964.66
NAB	A-1+	TD	GENERAL	At Maturity	07/10/2025	07/08/2026	4.2500	1,000,000.00	1,000,000.00	30,972.60	3,376.71
BOQ	A-2	TD	GENERAL	At Maturity	27/02/2026	18/08/2026	4.8500	2,000,000.00	2,000,000.00	32,687.67	7,706.85
NAB	A-1+	TD	GENERAL	At Maturity	29/09/2025	31/08/2026	4.3000	1,500,000.00	1,500,000.00	48,419.18	5,124.66
Westpac	A-1+	TD	GENERAL	At Maturity	02/03/2026	02/09/2026	4.7200	1,000,000.00	1,000,000.00	15,517.81	3,750.14
NAB	A-1+	TD	GENERAL	At Maturity	28/05/2026	22/09/2026	5.0900	1,000,000.00	1,000,000.00	4,601.92	4,044.11
NAB	A-1+	TD	GENERAL	At Maturity	29/06/2026	06/10/2026	5.0900	1,000,000.00	1,000,000.00	139.45	139.45
NAB	A-1+	TD	GENERAL	At Maturity	23/06/2026	16/10/2026	5.0900	1,500,000.00	1,500,000.00	1,464.25	1,464.25
NAB	A-1+	TD	GENERAL	At Maturity	28/05/2026	21/10/2026	5.1600	1,000,000.00	1,000,000.00	4,665.21	4,099.73
Westpac	A-1+	TD	GENERAL	At Maturity	27/02/2026	27/10/2026	4.8100	2,000,000.00	2,000,000.00	32,418.08	7,643.29
Unity Bank	A-2	TD	GENERAL	At Maturity	18/11/2025	18/11/2026	4.1000	250,000.00	250,000.00	6,290.41	814.38
Westpac	A-1+	TD	GENERAL	At Maturity	20/11/2025	19/11/2026	4.3600	2,000,000.00	2,000,000.00	53,036.71	6,928.22
NAB	A-1+	TD	GENERAL	At Maturity	16/06/2026	23/11/2026	5.2500	2,000,000.00	2,000,000.00	4,027.40	4,027.40
NAB	A-1+	TD	GENERAL	At Maturity	23/06/2026	16/12/2026	5.2400	2,500,000.00	2,500,000.00	2,512.33	2,512.33
Commonwealth Bank	A-1+	TD	GENERAL	At Maturity	24/06/2026	24/03/2027	5.2600	2,000,000.00	2,000,000.00	1,729.32	1,729.32
IMB Bank	BBB+	FRTD	GENERAL	Quarterly	16/01/2025	17/01/2028	5.0200	1,000,000.00	1,000,000.00	10,315.07	3,988.49



Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Capital Value (\$)	Face Value (\$)	Accrued (\$)	Accrued MTD (\$)
TOTALS								26,250,000.00	26,250,000.00	389,005.62	72,894.11



Portfolio by Asset as at 29/06/2026

Asset Type: TD

Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Capital Value (\$)	Face Value (\$)	Accrued (\$)	Accrued MTD (\$)
Westpac	A-1+	TD	GENERAL	At Maturity	31/07/2025	31/07/2026	4.1700	2,500,000.00	2,500,000.00	95,395.89	8,282.88
Regional Australia Bank	A-2	TD	GENERAL	At Maturity	06/08/2025	06/08/2026	4.1500	1,000,000.00	1,000,000.00	37,293.15	3,297.26
NAB	A-1+	TD	GENERAL	At Maturity	07/10/2025	07/08/2026	4.2500	1,000,000.00	1,000,000.00	30,972.60	3,376.71
BOQ	A-2	TD	GENERAL	At Maturity	27/02/2026	18/08/2026	4.8500	2,000,000.00	2,000,000.00	32,687.67	7,706.85
NAB	A-1+	TD	GENERAL	At Maturity	29/09/2025	31/08/2026	4.3000	1,500,000.00	1,500,000.00	48,419.18	5,124.66
Westpac	A-1+	TD	GENERAL	At Maturity	02/03/2026	02/09/2026	4.7200	1,000,000.00	1,000,000.00	15,517.81	3,750.14
NAB	A-1+	TD	GENERAL	At Maturity	28/05/2026	22/09/2026	5.0900	1,000,000.00	1,000,000.00	4,601.92	4,044.11
NAB	A-1+	TD	GENERAL	At Maturity	29/06/2026	06/10/2026	5.0900	1,000,000.00	1,000,000.00	139.45	139.45
NAB	A-1+	TD	GENERAL	At Maturity	23/06/2026	16/10/2026	5.0900	1,500,000.00	1,500,000.00	1,464.25	1,464.25
NAB	A-1+	TD	GENERAL	At Maturity	28/05/2026	21/10/2026	5.1600	1,000,000.00	1,000,000.00	4,665.21	4,099.73
Westpac	A-1+	TD	GENERAL	At Maturity	27/02/2026	27/10/2026	4.8100	2,000,000.00	2,000,000.00	32,418.08	7,643.29
Unity Bank	A-2	TD	GENERAL	At Maturity	18/11/2025	18/11/2026	4.1000	250,000.00	250,000.00	6,290.41	814.38
Westpac	A-1+	TD	GENERAL	At Maturity	20/11/2025	19/11/2026	4.3600	2,000,000.00	2,000,000.00	53,036.71	6,928.22
NAB	A-1+	TD	GENERAL	At Maturity	16/06/2026	23/11/2026	5.2500	2,000,000.00	2,000,000.00	4,027.40	4,027.40
NAB	A-1+	TD	GENERAL	At Maturity	23/06/2026	16/12/2026	5.2400	2,500,000.00	2,500,000.00	2,512.33	2,512.33
Commonwealth Bank	A-1+	TD	GENERAL	At Maturity	24/06/2026	24/03/2027	5.2600	2,000,000.00	2,000,000.00	1,729.32	1,729.32
TD SUBTOTALS								24,250,000.00	24,250,000.00	371,171.37	64,940.96





Asset Type: FRTD

Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Capital Value (\$)	Face Value (\$)	Accrued (\$)	Accrued MTD (\$)
IMB Bank	A-2	FRTD	GENERAL	Quarterly	06/08/2024	06/08/2026	4.9900	1,000,000.00	1,000,000.00	7,519.18	3,964.66
IMB Bank	BBB+	FRTD	GENERAL	Quarterly	16/01/2025	17/01/2028	5.0200	1,000,000.00	1,000,000.00	10,315.07	3,988.49
FRTD SUBTOTALS								2,000,000.00	2,000,000.00	17,834.25	7,953.15



Portfolio by Asset Totals as at 29/06/2026

Type	Capital Value (\$)	Face Value (\$)	Accrued (\$)	Accrued MTD (\$)
TD	24,250,000.00	24,250,000.00	371,171.37	64,940.96
FRTD	2,000,000.00	2,000,000.00	17,834.25	7,953.15
TOTALS	26,250,000.00	26,250,000.00	389,005.62	72,894.11

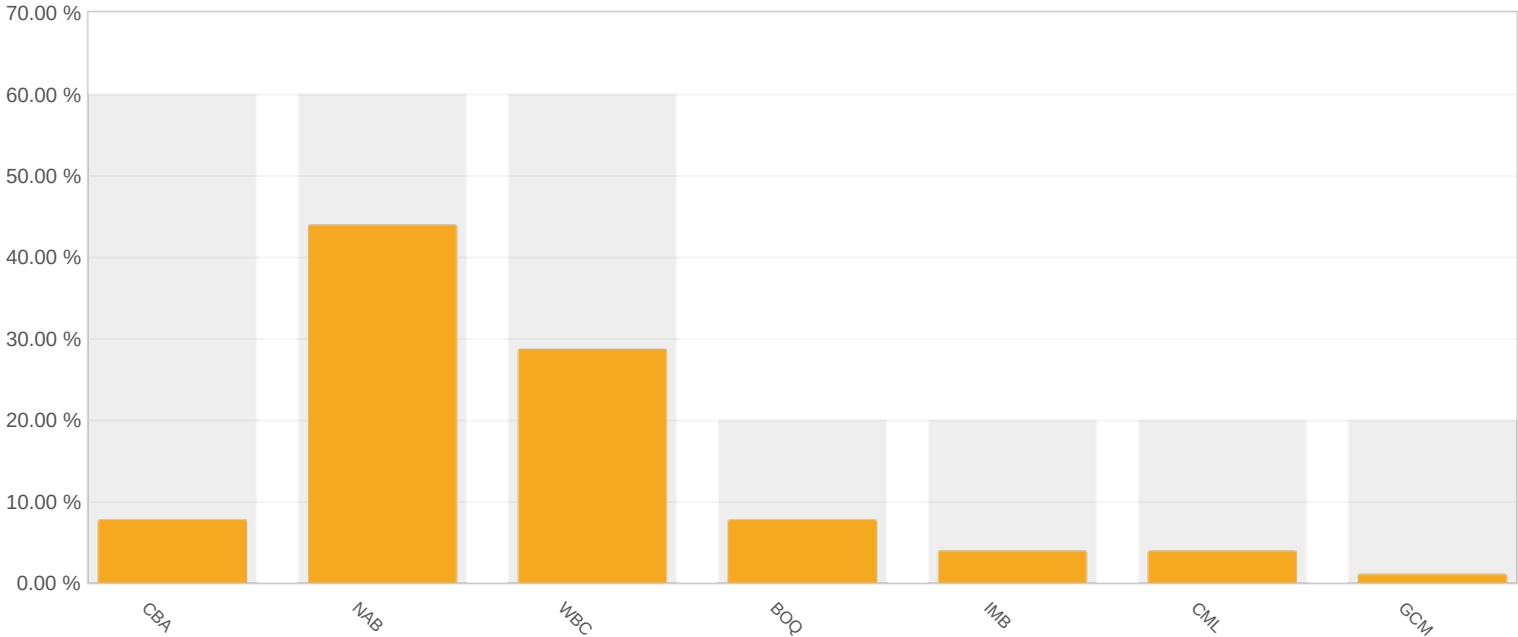
Counterparty Compliance as at 29/06/2026

Short Term Investments

Compliant	Bank Group	Term	Rating	Invested (\$)	Invested (%)	Limit (%)	Limit (\$)	Available (\$)
✓	Commonwealth Bank	Short	A-1+	2,000,000.00	7.62	60.00	-	13,750,000.00
✓	NAB	Short	A-1+	11,500,000.00	43.81	60.00	-	4,250,000.00
✓	Westpac	Short	A-1+	7,500,000.00	28.57	60.00	-	8,250,000.00
✓	BOQ	Short	A-2	2,000,000.00	7.62	20.00	-	3,250,000.00
✓	IMB Bank	Short	A-2	1,000,000.00	3.81	20.00	-	4,250,000.00
✓	Regional Aust Bank	Short	A-2	1,000,000.00	3.81	20.00	-	4,250,000.00
✓	G&C Mutual Bank	Short	A-2	250,000.00	0.95	20.00	-	5,000,000.00
TOTALS				25,250,000.00	96.19			



Counterparty Compliance - Short Term Investments



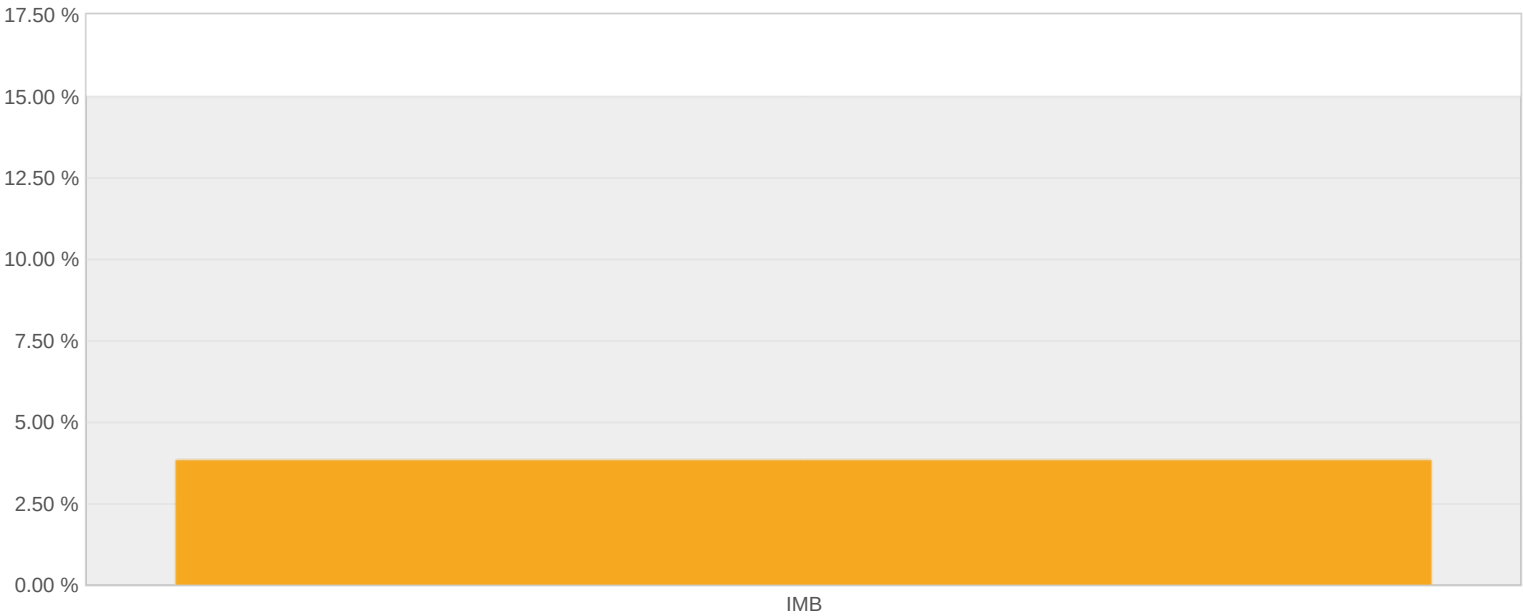


Long Term Investments

Compliant	Bank Group	Term	Rating	Invested (\$)	Invested (%)	Limit (%)	Limit (\$)	Available (\$)
✓	IMB Bank	Long	BBB+	1,000,000.00	3.81	15.00	-	2,937,500.00
TOTALS				1,000,000.00	3.81			



Counterparty Compliance - Long Term Investments



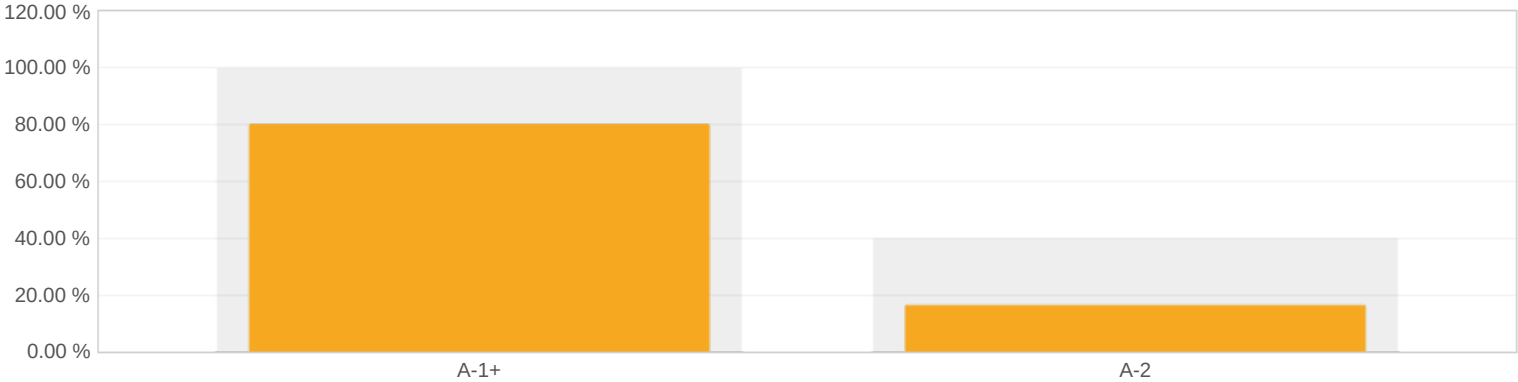


Credit Quality Compliance as at 29/06/2026

Short Term Investments

Compliant	Rating	Invested (\$)	Invested (%)	Limit (%)	Available (\$)
✓	A-1+	21,000,000.00	80.00	100.00	5,250,000.00
✓	A-2	4,250,000.00	16.19	40.00	6,250,000.00
TOTALS		25,250,000.00	96.19		

Credit Quality Compliance - Short Term Investments

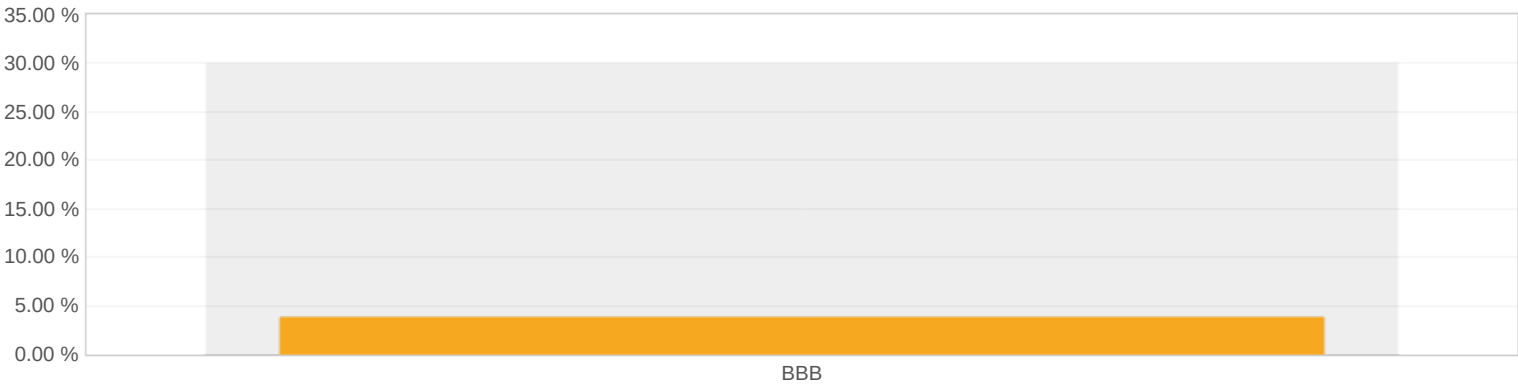




Long Term Investments

Compliant	Rating	Invested (\$)	Invested (%)	Limit (%)	Available (\$)
✓	BBB	1,000,000.00	3.81	30.00	6,875,000.00
TOTALS		1,000,000.00	3.81		

Credit Quality Compliance - Long Term Investments

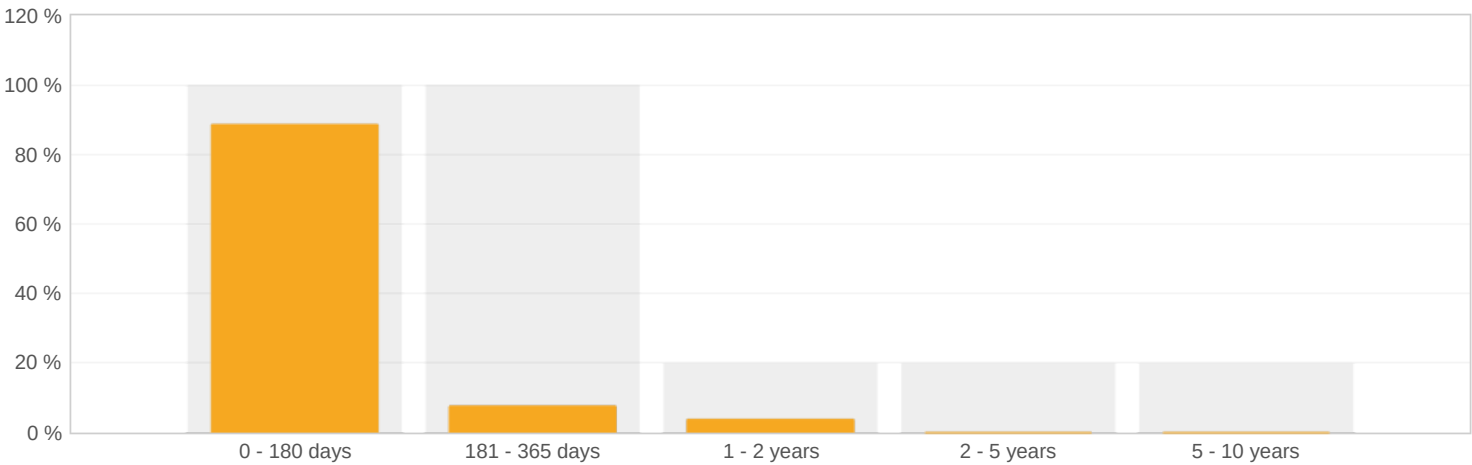




Maturity Compliance as at 29/06/2026

Compliant	Term	Invested (\$)	Invested (%)	Min Limit (%)	Max Limit (%)	Available (\$)
✓	0 - 180 days	23,250,000.00	88.57	0.00	100.00	3,000,000.00
✓	181 - 365 days	2,000,000.00	7.62	0.00	100.00	24,250,000.00
✓	1 - 2 years	1,000,000.00	3.81	0.00	20.00	4,250,000.00
✓	2 - 5 years	-	0.00	0.00	20.00	5,250,000.00
✓	5 - 10 years	-	0.00	0.00	20.00	5,250,000.00
TOTALS		26,250,000.00	100.00			

Maturity Compliance





Trades in Period

From: 01/06/2026 To: 29/06/2026

New Trades - From: 01/06/2026 To: 29/06/2026

Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Value (\$)	Reference
NAB	A-1+	TD	GENERAL	At Maturity	16/06/2026	23/11/2026	5.2500	2,000,000.00	
NAB	A-1+	TD	GENERAL	At Maturity	23/06/2026	16/10/2026	5.0900	1,500,000.00	
NAB	A-1+	TD	GENERAL	At Maturity	23/06/2026	16/12/2026	5.2400	2,500,000.00	
Commonwealth Bank	A-1+	TD	GENERAL	At Maturity	24/06/2026	24/03/2027	5.2600	2,000,000.00	
NAB	A-1+	TD	GENERAL	At Maturity	29/06/2026	06/10/2026	5.0900	1,000,000.00	
TOTALS								9,000,000.00	



Sell Trades - From: 01/06/2026 To: 29/06/2026

Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Selling Date	Yield/Margin (%)	Face Value (\$)	Gross Value (\$)	Capital Value (\$)	Reference
No entries for this item												
TOTALS									0			



Matured Trades - From: 01/06/2026 To: 29/06/2026

Issuer	Rating	Type	Allocation	Interest Paid	Purchase Date	Maturity Date	Rate (%)	Value (\$)	Reference
NAB	A-1+	TD	GENERAL	At Maturity	24/02/2026	16/06/2026	4.5200	2,000,000.00	
Westpac	A-1+	TD	GENERAL	At Maturity	28/10/2025	29/06/2026	4.1100	1,000,000.00	
TOTALS								3,000,000.00	



Interest Received in Period

From: 01/06/2026 To: 29/06/2026

Periodic Interest

Issuer	Rating	Type	Allocation	Frequency	Value (\$)	Purchase Date	Maturity Date	Coupon Date	Type	Rate (%)	Received (\$)
NAB	A-1+	TD	GENERAL	At Maturity	2,000,000.00	24/02/2026	16/06/2026	16/06/2026	Maturity	4.5200	27,739.18
Westpac	A-1+	TD	GENERAL	At Maturity	1,000,000.00	28/10/2025	29/06/2026	29/06/2026	Maturity	4.1100	27,475.07
TOTALS					3,000,000.00						55,214.25



DISCLAIMER

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“Accrued Interest” is the the accrued amount calculated since either from the purchase date or the last payment date. The quoted figure is not the accrued interest for the financial year to date (FYTD).

10 GOVERNANCE AND GENERAL MANAGER

10.1 CORRESPONDENCE

Author: Executive Assistant

Authoriser: General Manager

Annexures: Nil

RECOMMENDATION

That the Correspondence Report for March 2026 be received and noted.

EXECUTIVE SUMMARY:

Each month a list of correspondence is sent out in the Business Paper to Councillors to ensure that they have not missed any information since the last Business Paper was produced.

REPORT:

Nil

10.2 COUNCIL RESOLUTIONS/ACTIONS UPDATE**Author:** Executive Assistant**Authoriser:** General Manager**Annexures:** 1. Council Resolutions Update - 8 July 2026 [↓](#)**RECOMMENDATION****That Council receive and note the Council Resolutions report and status.****EXECUTIVE SUMMARY:**

The purpose of this report is to enable Council to keep track of important Council resolutions.

BACKGROUND:

Important and significant Council resolutions will be added to the list of items below, and an update on the status will be provided by the responsible officer.

Updates will be based on the resolution across a monthly, quarterly, six monthly or annual range. By way of example, a Council resolution to construct a new Pound, with no funds approved, will be referred to the following year budget deliberations with a single comment. Similarly, a Council resolution seeking a quarterly financial report will be aligned with the mandatory quarterly financial reporting cycle and closed.

The agenda for Council Meetings close two weeks after the prior meeting resulting in some monthly updates not being provided due to priority being given to actioning the prior meeting resolutions.

REPORT:

Meeting:	Officer:	Subject:	Comment:
14/06/2023	Director Corporate Services	Management of Crown Reserve 96390 – Lot 244 DP 44910	Delayed - Communication ongoing with Public Works.
11/03/2026	Director Sustainable Communities and Planning	Waste Update – FOGO	Resolution complete.
19/03/2026	General Manager	Contract for Sale-Yarran Street Land- Legal Advice	Ongoing.
15/04/2026	General Manager	Coonamble Artesian Bore Baths - Land Tenure Options (Crown Land VS Acquisition)	Ongoing.
15/04/2026	Manager Economic Development and Growth	Signage Audit Update	In progress.

Meeting:	Officer:	Subject:	Comment:
15/04/2026	Executive Manager Governance and People	DRAFT Disposal of Assets Policy	No submissions received. Further report going to June meeting.
15/04/2026	Director Sustainable Communities and Planning	Kerbside Recycling	In progress.
13/05/2026	Director Infrastructure	Cr Ahmad Karanouh- Notice of Motion -Relocation of Horse trough and Cobb & Co Carriage	In progress.
17/06/2026	Director Corporate Services	Request for Concession on Non-Residential Sewer Charges	In Progress
17/06/2026	Director Sustainable Communities and Planning	Sons of the Soil Hotel - Purchase Enquiries	EOI out until 24 July.
17/06/2026	Director Sustainable Communities and Planning	Establishment of Automated Return and Earn Depot at Coonamble Waste Facility	In Progress
17/06/2026	Director Corporate Services	Land Classification and Sale - 30 Bourbah St Gulargambone	Resolutions complete
17/06/2026	Executive Manager Governance and People	Draft Asset Management Plan - Transport and Drainage	On public exhibition until 29 July 2026.
17/06/2026	Director Corporate Services	Adoption of Operational Plan 2026-27	Resolutions complete. Council to amend the interest rate to 9.5% in accordance with the OLG recommendation.
17/06/2026	Director Sustainable Communities and Planning	Notice of Motion -Councillor Ahmad (AI) Kranouh- Coonamble Shire Mural Art Trail: proposed mural at Smith park	In Progress

Meeting	Officer/Director	Section	Subject
Council 14/06/2023	Quarmby, Bruce	Reports to Council	Management of Crown Reserve 96390 - Lot 244 DP44910
RESOLUTION 2023/109			
Moved: Cr Pat Cullen			
Seconded: Cr Terence Lees			
1. That Council notes the information contained within this report. 2. That Council resolves to formally request that the Department of Crown Lands formally appoint Coonamble Shire Council as the Crown Reserve Manager for the Reserve 96390. 3. That Council resolves that as the purpose for the Crown Reserve is for the provision of Emergency Services, that the Reserve is to be classified as Operational Land. 4. That following the appointment of Council as the Crown Reserve Manager for the Reserve 96390. That Council resolves to proceed with the compulsory acquisition of the Reserve 96390, being Lot 244 DP 44910 for the purpose of the provision of emergency services in accordance with sections 186 and 187 of the Local Government Act 1993 and in accordance with the Land Acquisition (Just Terms Compensation) Act 1991. 5. That Council makes an application to the Minister and the Governor for approval to acquire the land described as part Lot 244 by compulsory process under section 186(1) and 187 of the Local Government Act 1993 of provision of emergency services in accordance with the requirements of the <i>Land Acquisition (Just Terms Compensation) Act 1991</i>. 6. That Council does not acquire the mineral rights over the land to be acquired. 7. That Council resolves that the land is to be classified as operational land in accordance with section 31 (2) of the <i>Local Government Act 1993</i>. 8. That Council resolves for the purposes of section 30 of the <i>Land Acquisition (Just Terms Compensation) Act 1991</i>, that Council agrees to the land being acquired for compensation, set at the market value of the land, as agreed by the General Manager and the Department of Planning, Industry and Environment – Crown Lands. 9. That Council resolves. a) to delegate to the General Manager or his delegate the power to do anything further as necessary to give effect to the compulsory acquisition including obtaining any necessary approvals and publishing any necessary notices in the Gazette. b) That authority be granted to the General Manager to affix the Common Seal of the Council to any documentation required to give effect to this resolution.			
In Favour: Crs Tim Horan, Karen Churchill, Adam Cohen, Pat Cullen, Barbara Deans, Bill Fisher, Ahmad Karanouh, Terence Lees and Brian Sommerville			
Against: Nil			
CARRIED 9/0			
25 Aug 2023 11:52am Quarmby, Bruce			
Letter written to crown lands seeking appointment as crown reserve manager. Public works to be engaged to acquire the land			
18 Mar 2024 8:02pm Quarmby, Bruce			

Council has been appointed Crown Land Manager , acquisition of land to proceed.

04 Jul 2024 9:25am Quarmby, Bruce

NSW Public Works have been approached to handle the acquisition of the land

17 Jan 2025 10:20am Quarmby, Bruce

Made follow up contact with Public works to progress the issue.

25 Apr 2025 9:46pm Quarmby, Bruce

Following advice of staffing changes at the NSW Public Works, management have been in contact with NSW Public Works to restart/progress the required works.

03 Jun 2025 6:26pm Quarmby, Bruce

Further contact has been made with the NSW Public Works. From these discussions the process has been restarted with Council staff following recommended course of action. For Council's information this action focuses on finalising the proposed road closures currently sitting with the NSW Public Works.

31 Aug 2025 11:18am Quarmby, Bruce

Discussions remain ongoing with Public Works and Crown Lands.

12 Jan 2026 7:39pm Quarmby, Bruce

The process remains ongoing.

25 Mar 2026 1:47pm Payne, Rebecca

Communications ongoing with Public Works. The process was delayed due to Public Works staff turnover.

30 Jun 2026 9:22am Payne, Rebecca

Resolution 1 - Complete, Resolution 2 - Complete, Resolution 3 - Complete, Resolution 4 - Working with public works to acquire the land. , Resolution 5 - Ongoing , Resolution 6 - Complete, Resolution 7 - Ongoing, Resolution 8 - Ongoing , Resolution 9a - Ongoing , Resolution 9b - Ongoing

Meeting	Officer/Director	Section	Subject
Council 11/03/2026	Payne, Tony	Reports to Council	Waste Update - FOGO
RESOLUTION 2026/22			
Moved: Cr Ahmad Karanouh			
Seconded: Cr Margaret Garnsey			
Council:			
1. Notes and receive the report.			
2. That Council apply for a custom exemption from the FOGO mandates for both residential and commercial services, on the basis that population density and waste volumes do not support a financially viable or beneficial service for the community.			
<u>In Favour:</u> Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Ahmad Karanouh and Paul Wheelhouse			
<u>Against:</u> Nil			
<u>Absent:</u> Cr Phillipa Goldsmith			
CARRIED 8/0			
25 Mar 2026 4:51pm Payne, Rebecca			
Council staff are talking with the Far North West Joint Organisation to utilise their consultant to help us prepare our submission.			
02 Jun 2026 5:15pm Payne, Rebecca			
Council doing a group submission with neighbouring councils.			
29 Jun 2026 8:44am Payne, Rebecca			
Resolution complete. Submission submitted on 4 June. Council received a response on 26 June confirming we have an exemption until 1 July 2028. Council can apply for another exemption early 2028 if issues with FOGO availability continue to persist.			

Meeting	Officer/Director	Section	Subject
Council 19/03/2026	Hill, Greg	Confidential Matters	Contract for Sale-Yarran Street Land-Legal Advice
RESOLUTION 2026/29			
Moved: Cr Phillipa Goldsmith			
Seconded: Cr Paul Fisher			
That Council:			
1. Receive and note the legal advice from BAL Lawyers regarding the Contract for Sale for Lots 85 and 87 DP3693, 70–78 Yarran Street, Coonamble.			
2. Authorise the General Manager to enter into discussions with the Purchaser to negotiate a variation of the Contract; and			
3. Receive a further report outlining the outcome of those discussions and any proposed variation.			
<u>In Favour:</u> Crs Daniel Keady via Video Link, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse			
<u>Against:</u> Nil			
CARRIED 9/0			
02 Jun 2026 5:16pm Payne, Rebecca			
Resolution 1 - Noted , Resolution 2 - Ongoing , Resolution 3 - Will present a further report once resolution progresses.			

Meeting	Officer/Director	Section	Subject
Council 15/04/2026	Hill, Greg	Governance and General Manager	Coonamble Artesian Bore Baths - Land Tenure Options (Crown Land VS Acquisition)
RESOLUTION 2026/41			
Moved: Cr Paul Wheelhouse			
Seconded: Cr Ahmad Karanouh			
That council:			
1. Proceed with the acquisition of the land.			
2. Request a further report be presented to Council at an appropriate stage of the project outlining:			
□ updated project costs and funding position			
□ detailed assessment of land acquisition costs, including native title implications			
□ long-term operational and asset management considerations			
□ a recommended position on land tenure (retain Crown land or proceed with acquisition).			
3. Note that Council will continue to engage with NSW Crown Lands and relevant stakeholders regarding appropriate tenure arrangements for the site as the project progresses.			
<u>In Favour:</u> Crs Daniel Keady, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Ahmad Karanouh and Paul Wheelhouse			
<u>Against:</u> Crs Steven Butler and Phillipa Goldsmith			
			CARRIED 7/2
02 Jun 2026 5:21pm Payne, Rebecca			
Resolution 1 - Noted , Resolution 2 - Ongoing , Resolution 3 - Noted			

Meeting	Officer/Director	Section	Subject
Council 15/04/2026	O'Connor, Lee	Planning and Sustainability	Signage Audit Update
RESOLUTION 2026/50			
Moved: Cr Margaret Garnsey			
Seconded: Cr Paul Fisher			
That Council:			
1. Receive and note the signage audit update report.			
2. Endorse option 2 of this report, which proposes the upgrading of the existing sign structures at the seven (7) current entrance sign locations along with adding two (2) new structures at entrance points on Tooraweenah Road and Carinda-Coonamble Road.			
<u>In Favour:</u> Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith and Ahmad Karanouh			
<u>Against:</u> Nil			
<u>Absent:</u> Cr Paul Wheelhouse			
			CARRIED 8/0
02 Jun 2026 5:28pm Payne, Rebecca			
Resolution 1 - Noted, Resolution 2 - In progress.			

Meeting	Officer/Director	Section	Subject
Council 13/05/2026	Murphy, Kerrie	Notices of Motions/Questions with Notice/Rescission Motions	Cr Ahmad Karanouh- Notice of Motion -Relocation of Horse trough and Cobb & Co Carriage
RESOLUTION 2026/58			
Moved: Cr Ahmad Karanouh			
Seconded: Cr Phillipa Goldsmith			
That the General Manager investigate			
1. The relocation of the Old Horse Trough in the roundabout at the intersection of Castlereagh and Tooloon Streets, Coonamble, to a more central location in the main street precinct.			
2. The relocation of the replica Cobb & Co Carriage, currently housed at the Coonamble Museum to Smith Park, adjacent to the Visitor Information Centre			
3. A report to be presented to Council following the investigations on:			
a) Preferred location of both assets			
b) Cost to relocate both assets to their new location			
c) Cost to provide suitable, safe and secure housing for both assets			
d) Any perceived risks with the relocation of both assets			
<u>In Favour:</u> Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse			
<u>Against:</u> Nil			
CARRIED 9/0			
15 May 2026 2:35pm Payne, Rebecca - Reallocation			
Action reassigned to Murphy, Kerrie by Payne, Rebecca - Hey Kerrie, Can you please manage this action? Thanks Bec			
02 Jun 2026 5:36pm Payne, Rebecca			
Resolutions in progress.			

Meeting	Officer/Director	Section	Subject
Council 17/06/2026	Quarmby, Bruce	Confidential Matters	Request for Concession on Non-Residential Sewer Charges
RESOLUTION 2026/87			
Moved: Cr Paul Wheelhouse			
Seconded: Cr Ahmad Karanouh			
That Council			
1. Receive and note the Request for Concession on Non-Residential Sewer Charges report.			
2. Decline the request for a reduction in Non-Residential Sewerage charges.			
3. Advise the owner that Council would be prepared to consider an application for a payment plan.			
4. Waives interest accrued on sewer usage charges, subject to compliance with an approved payment plan.			
<u>In Favour:</u> Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse			
<u>Against:</u> Nil			
CARRIED 9/0			
30 Jun 2026 9:28am Payne, Rebecca			
In progress.			

Meeting	Officer/Director	Section	Subject
Council 17/06/2026	O'Connor, Lee	Planning and Sustainability	Sons of the Soil Hotel - Purchase Enquiries
RESOLUTION 2026/110 Moved: Cr Paul Fisher Seconded: Cr Paul Wheelhouse That Council: Commence a formal Expression of Interest (EOI) process for the future use and occupation of the Sons of the Soil Hotel building; Develop and publicly advertise EOI documentation outlining: - Available information relating to the building; - Council objectives and priorities; - Assessment criteria; and - Submission requirements; Establish assessment criteria that considers: - Economic and community benefit; - Proposed use of the building; - Financial capacity; - Deliverability and proposed timelines; and - Alignment with Council's strategic objectives; and Receive a further report following the completion of the EOI process outlining submissions received and recommendations for Council consideration. <u>In Favour:</u> Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse <u>Against:</u> Nil CARRIED 9/0 30 Jun 2026 9:39am Payne, Rebecca Resolution 1 - Completed, Resolution 2 - Completed , Resolution 3 - Ongoing, Resolution 4 - EOI process due to complete 24 July.			

Meeting	Officer/Director	Section	Subject
Council 17/06/2026	Maundrell, Jenni	Governance and General Manager	Asset Management Plan - Water and Sewer
RESOLUTION 2026/101			
Moved: Cr Phillipa Goldsmith			
Seconded: Cr Ahmad Karanouh			
That council adopt the Water and Sewer Asset Management with no changes.			
<u>In Favour:</u> Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse			
<u>Against:</u> Nil			
			CARRIED 9/0

Meeting	Officer/Director	Section	Subject
Council 17/06/2026	Mathieson, Lindsay	Planning and Sustainability	Establishment of Automated Return and Earn Depot at Coonamble Waste Facility
RESOLUTION 2026/107			
Moved: Cr Margaret Garnsey			
Seconded: Cr Phillipa Goldsmith			
That Council:			
1. Support the transition from the current over the counter (manual) container deposit facility to an automated depot.			
2. Approve the construction of a 20m x 20m concrete slab to support the initiative.			
3. Enter into an agreement with TOMRA Cleanaway to deliver the project.			
<u>In Favour:</u> Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse			
<u>Against:</u> Nil			
			CARRIED 9/0
30 Jun 2026 9:34am Payne, Rebecca			
Resolution 1 - Noted , Resolution 2 - Concrete slab is in progress. , Resolution 3 - Ongoing			

Meeting	Officer/Director	Section	Subject
Council 17/06/2026	Tatton, Deborah	Confidential Matters	Land Classification and Sale - 30 Bourbah St Gulargambone
RESOLUTION 2026/88			
Moved: Cr Margaret Garnsey			
Seconded: Cr Paul Fisher			
Receive and note the report.			
1. That Council classify the land described as 30 Bourbah St Gulargambone NSW 2828 Lot 1 DP304778 as Operational Land.			
2. Approve the sale of the land described as 30 Bourbah St Gulargambone NSW 2828 Lot 1 DP304778			
3. Authorise the General Manager to			
(a) Undertake all necessary actions to facilitate the sale of the land in accordance with Section 55 of the Local Government Act 1993, including negotiation of sale terms within acceptable market parameters			
(b) Execute all associate documentation under Council's seal, where required.			
<u>In Favour:</u> Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse			
<u>Against:</u> Nil			
CARRIED 9/0			
30 Jun 2026 9:33am Payne, Rebecca			
Resolutions complete. Contract sent to SR Law			

Meeting	Officer/Director	Section	Subject
Council 17/06/2026	Maundrell, Jenni	Finance	Draft Asset Management Plan - Transport and Drainage
RESOLUTION 2026/94			
Moved: Cr Phillipa Goldsmith			
Seconded: Cr Ahmad Karanouh			
Receive and note the Draft Asset Management Plan - Transport and Drainage report.			
1. That Council receive and note the contents of the draft Transport and Drainage Asset Management Plan			
2. That the draft Transport and Drainage Asset Management Plan be placed on public exhibition for a period of at least 28 days, with submissions invited for a period of at least 42 days.			
3. That Council receive a further report following the completion of the public submission period, with a view to adopting the draft Transport and Drainage Asset Management Plan			
<u>In Favour:</u> Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse			
<u>Against:</u> Nil			
CARRIED 9/0			
29 Jun 2026 9:34am Maundrell, Jenni			
Draft Transport & Drainage AMP on public exhibition until 29 July 2026.			

Meeting	Officer/Director	Section	Subject
Council 17/06/2026	Tatton, Deborah	Finance	Adoption of Operational Plan 2026-27
RESOLUTION 2026/90			
Moved: Cr Paul Wheelhouse			
Seconded: Cr Karen Churchill			
Receive and note the Adoption of Operational Plan 2026-27 report.			
1. That Council adopt the following documents to the requirements of the Local Government Act 1993 (NSW)			
(a) Operational Plan and Budget 2026-27			
(b) Revenue Policy 2026-27			
(c) Fees and Charges 2026-27			
2. Note and endorse that four community submissions received during the public exhibition period to date.			
3. Note that any statutory fees and charges that have not yet been updated for 2026-27 will be updated and implemented once notification is received.			

4. Formally make rates and charges for the 2026-27 financial year as follows:

Rates

Rating Categories	Minimum p.a.	Cents in \$
Coonamble Residential Ordinary	\$590.00	1.36444
Gulargambone Residential Ordinary	\$590.00	0.95744
Village Residential Ordinary	\$580.00	1.21176
Farmland	\$470.00	0.20608
Small Rural Holdings	\$610.00	0.72596
Rural Residential Ordinary	\$580.00	0.59596
Business	\$640.00	1.80625

Water Supply Service Access Charge

Item	Coonamble	Gulargambone	Quambone
Access Charge (20mm)	\$510.00	\$570.00	\$570.00
Access Charge (25mm)	\$800.00	\$895.00	\$895.00
Access Charge (32mm)	\$1,306.00	\$1,460.00	\$1,460.00
Access Charge (40mm)	\$2,040.00	\$2,280.00	\$2,280.00
Access Charge (50mm)	\$3,188.00	\$3,565.00	\$3,565.00
Access Charge (65mm)	\$5,390.00	\$6,025.00	\$6,025.00
Access Charge (75mm)	\$7,171.00	\$8,015.00	\$8,015.00
Access Charge (80mm)	\$8,160.00	\$9,120.00	\$9,120.00
Access Charge (100mm)	\$12,750.00	\$14,250.00	\$14,250.00

Water Consumption Charge

Town/Village	Usage Charge – 1st Tier (c/kl)	2nd Tier Pricing Limit (kl)	Usage Charge 2nd Tier (c/kl)
Coonamble	190	450	290
Gulargambone	140	450	220
Quambone	170	430	280

Sewerage Access Charge

Description	Annual Charge
-------------	---------------

Coonamble Residential	\$940.00
Gulargambone Residential	\$940.00
Coonamble Flats	\$730.00
Gulargambone Flats	\$850.00
Non-Residential Sewer Charge	\$940.00 (min)

▢ Non-residential services are also subject to sewer discharge factor (usage charge) related to water consumption. The treatment charge to be applied is 410 cents per kilolitre.

Waste Service Charges

Service	Charge per service
Coonamble Domestic	\$660.00
Coonamble Domestic – additional service	\$370.00
Gulargambone Domestic	\$660.00
Gulargambone Domestic – additional service	\$370.00
Quambone Domestic	\$660.00
Quambone Domestic – additional service	\$370.00
Coonamble Vacant Land	\$130.00
Gulargambone Vacant Land	\$130.00
Quambone Vacant Land	\$130.00
Coonamble Commercial	\$660.00
Gulargambone Commercial	\$660.00
Quambone Commercial	\$660.00
Coonamble Commercial – additional service	\$370.00
Gulargambone Commercial – additional service	\$370.00
Quambone Commercial – additional service	\$370.00
Coonamble Biweekly Service	\$1,030.00
Rural Waste Management Charge	\$50.00

5. That pursuant to Section 566(3) of the Local Government Act 1993 (NSW), Council set the maximum rate of interest payable on overdue rates and charges determined by the Office of Local Government at 10.5% per annum

In Favour: Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse

Against:	Nil	
CARRIED 9/0		
30 Jun 2026 9:28am Payne, Rebecca Resolutions complete. Council received advice that the maximum interest rate payable is 9.5%. Council will amend their interest rate charges in accordance with the OLG recommendation.		

Meeting	Officer/Director	Section	Subject
Council 17/06/2026	O'Connor, Lee	Notices of Motions/Questions with Notice/Rescission Motions	Notice of Motion -Councillor Ahmad (Al) Kranouh- Coonamble Shire Mural Art Trail: proposed mural at Smith park
RESOLUTION 2026/87			
Moved:	Cr Ahmad Karanouh		
Seconded:	Cr Karen Churchill		
That Council endorse the following:			
1. The painting of a mural on the bore shed at Smith Park during the 2026/27 financial year. 2. The mural depicts Nevelle Owen taking a photograph of children playing at the Warrana Creek Water Recreational Reserve near the weir. 3. An information sign accompany the mural explaining the significance and history behind the artwork. 4. The General Manager provide a report back to Council detailing: a. the proposed mural design; b. the wording and information to be included on the signage and c. estimated project costs			
<u>In Favour:</u>	Crs Daniel Keady, Steven Butler, Karen Churchill, Adam Cohen, Paul Fisher, Margaret Garnsey, Phillipa Goldsmith, Ahmad Karanouh and Paul Wheelhouse		
<u>Against:</u>	Nil		
CARRIED 9/0			
30 Jun 2026 9:37am Payne, Rebecca - Reallocation			
Action reassigned to O'Connor, Lee by Payne, Rebecca - Hey Lee, for your action please. Thanks Bec			

10.3 COMMUNICATIONS UPDATE

Author: Executive Assistant
Communications Officer
Authoriser: General Manager
Annexures: Nil

RECOMMENDATION

That Council receive and note the Communications Update report.

EXECUTIVE SUMMARY:

The purpose of this report is to provide Councillors with information regarding communications since January 1st, 2026.

BACKGROUND:

Councils' communications have had an improvement in the past 6 months. Multiple changes have been made over this time, resulting in more community interaction on all communication channels.

REPORT:

Media Releases and Social Media Activity

- A total of 32 media releases has been published since 1 January 2026.
- 235 Facebook posts have been published during the reporting period.
- The introduction of new Facebook graphic tiles and branding has contributed to an increase in online activity and engagement.
- On Wednesday 24th June, a Media Release regarding the Quarry was distributed via Facebook, Councils website and an email distribution list, which includes all Quarry customers. This Quarry email distribution list will be used to send out a Newsletter style notification that will be sent out the first Monday of every month starting Monday July 6th. This newsletter will include any upcoming closures for the month, what stock is available with prices as well as any other notices needed. To join this list, it is asked that a full name and email is provided to the Council Administration Building.

Social Media Management

- The implementation of scheduled posting has assisted in ensuring important information is communicated consistently and that no content is overlooked.
- Spacing posts throughout the day, rather than publishing multiple items simultaneously, has improved content visibility and community interaction. Even a delay of 2–3 hours between posts has resulted in stronger engagement outcomes and reduced the likelihood of posts being missed within users' news feeds.

- Facebook comment functionality has been re-enabled. To date, community interactions through comments have remained mostly positive and manageable.

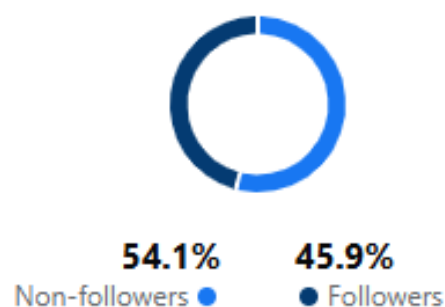
Performance and Engagement

- Facebook analytics indicate a significant increase across all key performance measures, including reach, engagement, interactions, and audience growth, demonstrating improved effectiveness of Council's communication activities and community awareness initiatives.
- Council's Facebook page currently has 3,917 followers. Since January 1st we have gained 445 followers, which is a 312% increase to the same period in previous years.
- Some of Council's highest interact posts include:
 - Bore Bath Constructions Media Release
 - Boil Water Alert Public Notice
 - Water Collection Point Reel (Video)
 - Critical Water Restrictions Public Notice
 - Coonamble Artesian Bore Bath Project Update Reel (Video)

Top content

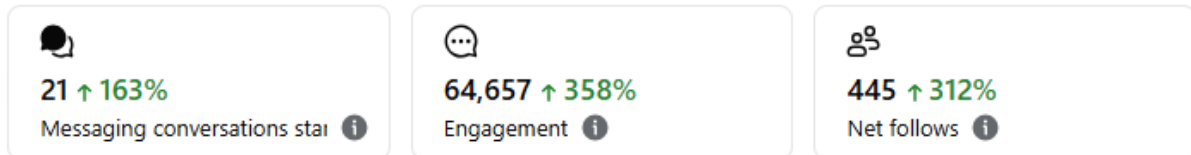


Views by followers vs non-followers



Community Contact Channels

- Council continues to advise the community that Facebook Messenger is not an official communication channel for Council business and is not actively monitored.
- Residents are encouraged to contact Council directly via telephone or email for enquiries, service requests, and correspondence requiring a response.



10.4 GOVERNANCE AND PEOPLE MONTHLY REPORT

Author: Executive Manager Corporate Governance

Authoriser: General Manager

Annexures: Nil

RECOMMENDATION

That Council note the Governance and People Monthly Report for July 2026.

EXECUTIVE SUMMARY:

This report provides an update on key activities, priorities and outcomes across Governance and People for July 2026.

Key highlights include:

- Continued recruitment activity to address workforce vacancies and capability needs
- Preparation for implementation of the new Local Government Award from 1 July 2026
- Progress on internal audit activity relating to workforce attraction and retention
- Ongoing focus on psychosocial safety and system improvements
- Strengthening of risk management practices, including enterprise risk maturity and modern slavery compliance
- Governance activities including audit oversight, GIPA compliance and community consultation

The reporting period reflects a continued focus on organisational capability, compliance and continuous improvement, with several key initiatives progressing into the next quarter.

BACKGROUND:

This report provides a summary of key activities, outcomes and emerging issues from the Governance and People team for June 2026 (reporting period).

The report is provided to Council to promote transparency and oversight of governance, workforce, risk, and compliance functions.

REPORT:**1. Workforce Management and Human Resources**

Recruitment activity remains high, reflecting ongoing workforce demands across the organisation, with multiple roles progressing through offer, interview and advertising stages.

An internal audit is currently underway examining staff attraction and retention, which will inform future workforce strategies and improvement actions.

Council is preparing for implementation of the new Local Government Award effective 1 July 2026, which introduces changes to leave entitlements and employment conditions and is expected to increase administrative workload in some areas.

Workforce planning remains a priority, with a Workforce Management Plan in development for presentation to the August Council meeting.

Staffing and recruitment activity:

Measure	Previous Month	Current Month
Total staff establishment (FTE and headcount)	102.53	101.97
Budgeted positions	115.27	115.27
Filled positions	4	5
Vacant positions	1	17
Active recruitments (roles advertised or in progress)	12	5
Appointments finalised this month	0	0
Upcoming appointments (offers accepted, not yet commenced)	1	0

2. Payroll

Payroll activities during the period have focused on:

- Preparation for end of financial year processing, including compliance requirements
- Readiness for implementation of the new Award provisions from 1 July 2026
- Supporting a staffing transition within payroll, with procedures and documentation being updated to ensure continuity of service.

It should be noted that Council had already implemented 'Payday Super' processes well in advance of its mandated commencement on 1 July 2026.

3. Learning and Development

Council continues to support organisational capability through:

- Delivery of all-staff Values and Purpose workshops, with follow-up recordkeeping underway.
- Staff participation in training and sector briefings, including Award-related updates

Planning is also underway for future staff wellbeing initiatives, supporting a proactive approach to workforce health and engagement

4. Work Health and Safety

Council continues to strengthen its Work Health and Safety framework, with a particular focus on psychosocial safety and organisational systems.

Key activities include:

- Review and update of WHS policies and procedures
- Internal audit of psychosocial safety systems and processes
- Engagement with workers compensation insurers regarding risk profile and premiums

Operational WHS matters identified during the period have been escalated and are being addressed through standard management processes.

5. Risk Management

Council continues to enhance its risk management capability through a range of initiatives, including:

- Review of Council's Business Continuity Plan (BCP)
- Planning for an Enterprise Risk Management maturity review, scheduled for August–September
- Progressing a Modern Slavery risk assessment of suppliers, which will inform development of a Modern Slavery Management Plan
- Strengthening internal risk oversight, including improved reporting of risk registers to the Executive Leadership Team

These initiatives support Council's governance obligations and will contribute to improved risk visibility and decision-making.

6. Governance

Governance activities undertaken during the reporting period include:

- Ongoing engagement with the Audit, Risk and Improvement Committee (ARIC), including consideration of risk reporting improvements
- Processing of a Government Information (Public Access) (GIPA) request, resulting in a partial release and demonstrating compliance with legislative requirements
- Engagement of a provider to undertake the next Customer Satisfaction Survey, scheduled for completion by September

Council has also undertaken community consultation on the Draft Operational Plan and Budget, with sessions held across multiple locations to support community engagement and transparency.

Records management improvements are progressing, including the digitisation of legacy records to support accessibility and governance outcomes.

7. Other

Other key activities include:

- Ongoing organisational planning and cross-functional project work
- Participation in recruitment and workforce-related initiatives
- Continued progress on corporate planning and governance priorities

Forward priorities include:

- Preparation and submission of the Workforce Management Plan.
- Completion of the customer satisfaction survey.
- Progression of internal audit findings and recommendations.

Conclusion

The Governance and People function continues to deliver across a broad portfolio, with a strong focus on:

- Workforce capability and compliance (Award changes, recruitment)
- Risk and safety (psychosocial safety, enterprise risk maturity)
- Governance and transparency (GIPA, ARIC, consultation)
- Organisational improvement (audits, surveys, workforce planning)

10.5 2025-2026 RELATED PARTY DISCLOSURE RETURNS

Author: Director Corporate Services

Authoriser: General Manager

Annexures:

1. Adopted Related Party Disclosure Policy [↓](#)
2. Related Party Disclosure - KMP Form [↓](#)
3. Related Party Disclosure - Privacy Collection Notice [↓](#)

RECOMMENDATION

Receive and note the report.

- 1. That all Councillors and designated person provide the General Manager with their duly completed “Related Party Disclosure by Key Management Personnel” forms no later than 31 August 2026.**

EXECUTIVE SUMMARY:

Council is required, under Australian Accounting Standard AASB 124 *Related Party Disclosures* (effective for annual periods beginning on or after 1 July 2016), to report specified related party relationships and transactions in its general-purpose financial statements.

To meet these obligations, Councillors and designated persons must lodge their “Disclosure by Key Management Personnel” forms with the General Manager. This report outlines the statutory requirements and the responsibilities of those required to provide disclosures.

BACKGROUND

From 1 July 2016, Council has been required to disclose related party relationships and transactions in its general-purpose financial statements in accordance with *AASB 124 Related Party Disclosures (2015)*.

Related parties include Council’s Key Management Personnel (KMP), their close family members, and any entities they, or their close family members, control or jointly control. A related party transaction is any transfer of resources, services or obligations between Council and a related party, regardless of whether monetary consideration is involved.

Where related party transactions occur during a financial year, AASB 124 requires Council to disclose the nature of the relationship, details of the transaction, and any outstanding balances or commitments. These disclosures may be aggregated or presented separately, depending on materiality.

Council’s Related Party Disclosure Policy, which provides guidance for Councillors and other KMP in meeting these obligations, is attached to this report.

REPORT:

Given the nature of information disclosed in the return, Council acknowledges that the returns may contain personal information about the person concerned, and, about third parties such as family members.

Whilst the report provides an overview of the subject, further information regarding the completion of the disclosure of KMP return has been provided to Council in the annexures to this report

LINK TO THE COMMUNITY STRATEGIC PLAN:

Focus	Strategic Area
Our Community	N/A
Our Economy	N/A
Our Assets	N/A
Our Country	N/A
Our Leadership	Our Integrity

SUSTAINABILITY ASSESSMENT:

	Assessment
Social	Positive
Environmental	N/A
Economic	N/A
Governance	Positive

Financial Resource Implications:

There are no direct financial resource implications arising from this report

Policy / Legal and Statutory Implications:

The timely completion and return of Related Party Disclosures by Key Management Personnel ensures Council maintains compliance with the provisions of:

- *Australian Accounting Standard AASB 124 Related Party Disclosures.*
- *NSW Local Government Act 1993*
- Council's adopted Related Party Disclosure Policy.

Risk Management – Business Risk/Work Health and Safety / Public:

The requirement for Councillors and other Key Management Personnel to complete and lodge a Related Party Disclosure assists as an important risk mitigation strategy.

It assists with the identification and management of potential conflicts of interest that may arise in the operations of Council.

Options:

Under the current legislative framework, no other options are available to Council.

Council Seal Required:

No

COMMUNITY ENGAGEMENT AND COMMUNICATION:

Internal Exhibition: No

External Exhibition: No



RELATED PARTY DISCLOSURE POLICY

1. BACKGROUND

The Related Party Disclosure Policy is a local policy to ensure that Coonamble Shire Council's Financial Statements contain disclosures necessary to comply with the Australian Accounting Standards AASB 124 – Related Party Disclosures.

Related party relationships are a normal feature of commerce and business. A related party relationship could have an effect on the profit or loss and financial position of Council. A related party relationship could have an effect on the profit or loss and financial position of Council. Related parties may enter into transactions that unrelated parties would not. For example, an entity that sells goods to its parent at cost might not sell on those terms to another customer.

In addition, the profit or loss and financial position of an entity may be affected by a related party relationship even if related party transactions do not occur. The mere existence of the relationship may be sufficient to affect the transactions of the entity with other parties.

Council is committed to responsible corporate governance, including compliance with laws and regulations governing related party transactions.

2. PURPOSE

The purpose of this policy is to define the parameters for Related Party Transactions and the level of disclosure and reporting for Council to satisfy the requirements of the Australian Accounting Standard AASB 124 – Related Party Disclosures.

3. POLICY OBJECTIVE

The objective of the Policy is to ensure that the existence of certain related party relationships, related party transactions and information about the transactions, necessary for users to understand the potential effects on the Financial Statements are properly identified, recorded in Council's systems, and disclosed in Council's General Purpose Financial Statements in compliance with AASB 124, the *Privacy and Personal Information Protection Act 1998* [PPIPA] and the *Government Information (Public Access) Act 2009* [GIPAA].

4. LEGISLATION

This policy is to be read in conjunction with the following:

Australian Accounting Standards AASB124 Related Party Disclosures.

Australian Accounting Standards AASB10 Consolidated Financial Statements.

RELATED PARTY DISCLOSURE POLICY – JULY 2025

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Local Government Act 1993.
Local Government (General) Regulation 2021
Privacy and Personal Information Protection Act 1998 (PPIP Act)
Government Information (Public Access) Act 2009 (GIPA Act)

5. APPLICATION/SCOPE

This policy relates only to relationships with persons and entities identified as Related Parties under the definitions provided within this policy. As such this policy shall be applied in:

Identifying related party relationships; related party transactions, and ordinary citizen transactions concerning Key Management Personnel [KMP], their close family members and entities controlled or jointly controlled by any of them.
Identifying information about the related part transaction for disclosure.
Establishing systems to capture and record related party transactions and information about those transactions.
Identifying the circumstances in which disclosure of the of related party relationships and related party transactions is required.
Determining the disclosures to be made about those items in Council's General Purpose Financial Statements for the purpose of complying with AASB124.

6. POLICY

6.1 ETHICS AND CONFLICTS OF INTEREST

Officers shall refrain from personal activities that would conflict with the proper execution and management of Council's Related Party Disclosure Policy. Council's Code of Conduct provides guidance for recognising and disclosing any conflicts of interest.

6.2 PRIVACY OBLIGATIONS

The following information is classified as confidential and is not available for inspection by or disclosure to the public, including through a GIPAA application:

- (a) Information (including personal information) provided by a KMP in a related party disclosure; and
- (b) Personal information contained in a register of related party transactions.

6.2.1 When Consent is Required.

Except as specified in this Policy, Council and other permitted recipients will not use or disclose personal information provided in a related party disclosure by a KMP or

contained in a register of related party transactions for any other purpose or to any other person except with the prior written consent of the subject KMP.

6.2.2 Permitted Recipients.

The following persons are permitted to access, use and disclose the information (including personal information) provided in a related party disclosure or contained in a register of related party transactions for the purposes specified in Section 6.2.3:

The General Manager.

The Responsible Accounting Officer, Director Corporate Services, Manager of Finance and Procurement.

An Auditor of Council (including an Auditor from the NSW Auditor General's Office).

Other Officers as delegated by the General Manager.

6.2.3 Permitted Purposes.

A person specified in Section 6.2.2 may access, use and disclose information (including personal information) in a related party disclosure or contained in a register of related party transactions for the following purposes:

To assess and verify a notified related party transaction.

To reconcile identified related party transactions against those notified in a related party disclosure or contained in a register of related party transactions.

To comply with the disclosure requirements of AASB 124.

To verify compliance with the disclosure requirements of AASB 124.

An individual may access their personal information provided by a KMP in a related party disclosure or contained in a register of related party transactions in accordance with *Council's Privacy Management Plan*.

6.2.4 Government Information (Public Access) (GIPA) Status.

The following documents are not open to or available for inspection by the public:

Related party disclosure provided by a Key Management Personal.

The register of related party transactions.

This is in accordance with the provisions set out within Section 14 Public interest considerations against disclosure of *the GIPA Act*.

6.3 AASB 124 DISCLOSURE REQUIREMENTS

6.3.1 Disclosures.

To comply with AASB 124, for annual periods beginning on or after 1 July 2016, Council will make the following disclosures in its General-Purpose Financial Statements:

- (a) Relationships between Council and its subsidiaries, irrespective of whether there have been transactions between them.
- (b) Key Management Personnel (KMP) compensation in total and for each of the following categories:
 - (i) Short-term employee benefits.
 - (ii) Post-employment benefits.
 - (iii) Other long-term benefits; and
 - (iv) Termination benefits.
- (c) Amounts incurred by Council for the provision of KMP services that are provided by a separate management entity.
- (d) The information specified in Section 1.2 for related party transactions with the following persons during the periods covered by the Financial Statement:
 - (i) Council subsidiaries.
 - (ii) Entities who are associates of Council or of a Council subsidiary.
 - (iii) Joint ventures in which Council or a Council subsidiary is a joint venture party.
 - (iv) Council's KMP.
 - (v) Other related parties, comprising:
 - (a) A close family member of a KMP of Council.
 - (b) Entities controlled or jointly controlled by a KMP of Council.
 - (c) Entities controlled or jointly controlled by a close family member of a KMP of Council.
 - (d) Other entities as specified in AASB 124, paragraph 9(b)(iii), (iv), (v) and (viii),

6.3.2 Disclosed Information.

For each category of related party transactions specified in section 6.3.1 (d), Council will disclose the following information in Council's General Purpose Financial Statements:

The nature of the related party relationship.

The amount of the transactions.

The amount of outstanding balances, including commitments, and:

- their terms and conditions, including whether they are secured, and the nature of the consideration to be provided in settlement; and
- details of any guarantees given or received.

Provisions for doubtful debts related to the amount of outstanding balances; and

The expense recognised during the period in respect of bad or doubtful debts due from related parties.

6.3.3 Disclosed in Aggregate or Separate Information.

For each related party category specified in section 6.3.1(d), Council will disclose information specified in section 6.3.2 for related part transactions of a similar nature in aggregate, except when separate disclosure is necessary for an understanding of the effects of related party transactions on the General-Purpose Financial Statements of Council, having regard to the following criteria:

The nature of the related party relationship.

The significance of the transaction (individually or collectively) in terms of size or value (including where the materiality arises due to the fact that no consideration for the transaction is given or received by Council).

Whether the transaction is carried out on non-arm's length terms.

Whether the nature of the transaction is outside normal day-to-day business operations, based on the factors and thresholds determined by the Responsible Accounting officer in consultation with the Director Corporate Services, the General Manager and Council's external auditor.

6.4 IDENTIFYING COUNCIL RELATED PARTY RELATIONSHIPS AND TRANSACTIONS**6.4.1 Identification.**

The Responsible Accounting Officer is responsible for identifying Council subsidiaries, associates and joint ventures (incorporated and unincorporated) from the Related Entities Register, a document which is prepared to substantiate Note F1 of the Financial Statements "Related party disclosures".

6.4.2 Control or Joint Control.

To determine whether Council has control or joint control of an entity, the Responsible Accounting Officer is responsible for applying Australian Accounting Standards AASB 10 Consolidated Financial Statements and AASB 11 Joint Arrangements.

6.4.3 Associate or Joint Venture.

To determine whether an entity is an associate of, or in a joint venture with, Council or a Council subsidiary the Responsible Accounting Officer is responsible for applying AASB 128 investments in associates and joint ventures.

6.4.4 Electronic Investigation.

The Responsible Accounting Officer is responsible for investigating through Council's business system whether any identified Council subsidiaries, associates or joint ventures have an existing related party transaction with Council.

6.4.5 Information Extraction.

The Responsible Accounting Officer is responsible for identifying and extracting information specified in Section 6.3.2 against each existing related party transaction in Council's business systems for the purpose of recording the related party transactions and associated information in a register of related party transactions.

6.4.6 Manual Investigation and Recording of Information.

For related party transactions that are not captured by Council's business systems, the Responsible Accounting Officer is responsible for manually reviewing the transactional documentation and record the information specified in Section 6.3.2 for the subject transaction in the register of related party transactions.

6.5 IDENTIFYING RELATED PARTY TRANSACTION WITH KMP AND THEIR CLOSE FAMILY MEMBERS**6.5.1 Related Party Disclosures.**

The method of identifying close family members and associated entities of KMP's will be by KMP self-assessment. As such a KMP must provide a related party disclosure in the form set out in Attachment A, notifying any existing or potential related party transactions between Council and either themselves, their close family members or entities controlled or jointly controlled by them or any of their close family members, subject to Section 3.5, to the Director Corporate Services by no later than the following periods during a financial year (specified notification period):

- 30 days after the commencement of the application of this Policy.
- 30 days after a KMP commences their term or employment with Council.
- 30 November each year.
- 30 June each year.

6.5.2 Related Party Disclosure Form.

At least 30 days before a specified notification period, the Executive Support Officer will provide each KMP with a Related Party Disclosure Form (Attachment A) and a Privacy Collection Notice (Attachment B).

6.5.3 Suspected Related Party Transaction.

If a KMP suspects that a transaction may constitute a related party transaction, the KMP should provide a related party disclosure to the Director Corporate Services for consideration and determination.

6.5.4 Other Notification.

The notification requirements contained with this policy are in addition to the notifications a KMP must make to comply with:

Council's adopted Code of Conduct; and
The disclosure of interests in a written return pursuant to section 440 of the Local Government Act 1993 and Local Government (General) Regulation 2021.

6.5.5 Exclusions.

The notification requirements in Section 3 do not apply to:

Related party transactions that are ordinary citizen transactions not assessed as being material as determined under Section 4; and
The Mayor and Councilors' expenses incurred, and facilities provided during the financial year under Council's Payment of Expenses and Provision of Facilities to Mayor and Councilors' Policy, the particulars of which are contained in Council's Annual Report pursuant to the Local Government (General) Regulation 2021, clause 217.

6.5.6 Information Extraction.

The Responsible Accounting Officer is responsible for identifying information specified in Section 1.2 against each notified related party transaction in Council's business systems for the purpose of recording the related party transactions and associated information in the register of related party transactions.

6.5.7 Other Sources of Information.

To ensure all related party transactions are captured and recorded, the Responsible Accounting Officer is responsible for reviewing, if required, other sources of information held by Council including, without limitation:

A prior year register of related party transactions.
The minutes of Council and committee meetings.
Council's Contracts Register.

6.5.8 Manual Investigation and recording of Information.

For notified related party transactions that are not captured by Council's business systems, the Responsible Accounting Officer is responsible for manually reviewing the transactional documentation and record the information specified in Section 6.3.2 for the subject transaction in the register of related party transactions.

6.6 ORDINARY CITIZEN TRANSACTIONS

6.6.1 Non-material in Nature.

A KMP is not required to notify in a related party disclosure and Council will not disclose in its Financial Statements, related party transactions that are ordinary citizen transactions assessed to be not material in nature.

6.6.2 Material in Nature.

A KMP is required to notify in a related party disclosure and Council will disclose in its Financial Statements in accordance with Section 6.3, related party transactions that are ordinary citizen transactions assessed to be material in nature.

6.6.3 Materiality Assessment.

The Responsible Accounting Officer is responsible for reviewing and assessing the materiality of related party transactions that are ordinary citizen transactions to determine whether the disclosure of such transactions are necessary for an understanding of the effects of the related party transactions on the Financial Statements having regard to the criteria specified in Section 6.3.3.

As a general rule, Council will utilise \$10,000 as the threshold for materiality.

6.6.4 Information Extraction.

The Responsible Accounting Officer is responsible for identifying information specified in Section 6.3 against each notified related party transaction that is an ordinary citizen transaction assessed as being material in nature in Council's business systems for the purpose of recording the related party transactions and associated information in a register of related party transactions.

6.7 REGISTER OF RELATED PARTY TRANSACTIONS

6.7.1 Maintain a Register

The Responsible Accounting Officer is responsible for maintaining and keeping up to date a register of related party transactions that captures and records the information specified in Section 6.3.2 for each existing or potential related party transaction (including ordinary citizen transactions assessed as being material in nature) during a financial year.

6.7.2 Contents of Register.

The contents of the register of related party transactions must detail for each related party transaction:

- The description of the related party transaction.
- The name of the related party.
- The nature of the related party's relationship with Council.
- Whether the notified related party transaction is existing or potential.
- A description of the transactional documents the subject of the related party transaction.
- The information specified in Section 6.3.2.

The Responsible Accounting Officer is responsible for ensuring that the information specified in Section 6.3.2 is disclosed in Council's Financial Statements to the extent, and in the manner stipulated by AASB 124, subject to Section 6.3.3.

7 DEFINITION

Term	Definition
Act	<i>Local Government Act 1993.</i>
Council	Coonamble Shire Council.
Arm's length terms	Terms between parties that are reasonable in the circumstances of the transaction that would result from: (a) Neither party bearing the other any special duty or obligation; and (b) The parties being unrelated and uninfluenced by the other; and each party having acted in its own interest.
Associate	In relation to an entity (the first entity), an entity over which the first entity has significant influence.
Close family member or close members of the family	In relation to a KMP, family members who may be expected to influence, or be influenced by that KMP in their dealings with Council will include: (a) That person's children and spouse or domestic partner. (b) Children of that person's spouse or domestic partner; and (c) Dependants of that person or that person's spouse or domestic partner. For the purpose of AASB 124, close family members could include extended members of a family (such as, without limitation,

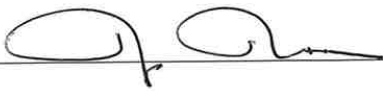
RELATED PARTY DISCLOSURE POLICY – JULY 2025

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	parents, siblings, grandparents, uncles/aunts or cousins) if they could be expected to influence, or be influenced by, the KMP in their dealings with Council.
Control	Control of an entity is present when there is: (a) Power over the entity; and (b) Exposure or rights to variable returns from involvement with the entity; and (c) The ability to use power over the entity to affect the amount of returns received as determined in accordance with AASB 10 Consolidated Financial Statements, Paragraphs 5 to 18, Appendices A (Defined Terms) and B (Application Guidance).
Joint control	The contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require the unanimous consent of the parties sharing control.
Joint venture	An arrangement of which two or more parties have joint control and have right to the net assets of the arrangement.
Joint venture party	A party to a joint venture that has joint control of that joint venture.
Key management personnel (KMP)	Person(s) having authority and responsibility for planning, directing and controlling the activities of Council. Specifically, KMP of Council are the: (a) Mayor. (b) Councillors. (c) General Manager. (d) Directors (e) Executive Managers. (f) Any person who fills an above role in an 'acting' capacity for a continuous period for at least three (3) months.
KMP Compensation	All forms of consideration paid, payable or provided in exchange for services provided and may include: • Short-term employee benefits, such as wages, salaries and social security contributions, paid annual leave and paid sick leave, profit sharing and bonuses (if payable within 12 months of the end of the period) and non-monetary benefits (such as medical care, housing, cars and free and subsidised goods or services) for current employees.

	• Post-employment benefits such as pensions, other retirement benefits, post-employment life insurance and post-employment medical care. • Other long-term employee benefits, including long service leave or sabbatical leave, jubilee or other long service benefits, long-term disability benefits and, if they are not payable wholly within 12 months after the end of the period, profit sharing, bonuses and deferred compensation. • Termination benefits; and • Share-based payment.
Materiality	The assessment of whether the transaction, either individually or in aggregate with other transactions, by omitting it or misstating it could influence decisions that users make on the basis an entity's financial statements.
Ordinary citizen transactions	Transactions that an ordinary citizen would undertake with Council, which are undertaken on arm's length terms and in the ordinary course of carrying out Council's functions and activities. Examples of ordinary citizen transactions assessed to be not material in nature are: (a) Paying rates and utility charges. (b) Using Council's public facilities after paying the corresponding fees.
Ratepayer	The person liable for payment of Rates and Charges for the property in accordance with <i>section 560 of the Local Government Act, 1993</i> .
Related party	A person or entity that is related to Council pursuant to the definition contained in AASB 124, Paragraph 9. Examples of related parties of Council are: (a) Council subsidiaries. (b) KMP. (c) Close family members of KMP. (d) Entities that are controlled or jointly controlled by KMP or their close family members.
Related party transaction	A transfer of resources, services or obligations between the Council and a related party, regardless of whether a price is charged. Examples of related party transactions are: (a) Purchases or sales of goods.

	(b) Purchases or sales of property and other assets. (c) Rendering or receiving of services. (d) Rendering or receiving of goods. (e) Leases. (f) Transfers under licence agreements. (g) Transfers under finance arrangements (example: loans). (h) Provision of guarantees (given or received). (i) Commitments to do something if a particular event occurs or does not occur in the future. (j) Settlement of liabilities on behalf of Council or by Council on behalf of that related party.
Related party disclosure	A document entitled Related Party Disclosure by Key Management Personnel in the form set out in Attachment A.
Significant influence	The power to participate in the financial and operating policy decisions of another entity but is not control or joint control of those policies, as determined in accordance with Australian Accounting Standard AASB 128 Investments in Associates and Joint Ventures, Paragraphs 3, 5 and 6.

Title: Related Party Disclosure Policy		
Department: Corporate and Sustainability		
Version	Date	Author
1	February 2017	B Quarmby
2	July 2021	B Quarmby
3	July 2025	B Quarmby
Review Date: 2028		
Amendments in the release: Position Titles have been updated. Updated legislative provisions to reflect current legislation. Additional background information has been included in the policy. The definitions of a KMP have been expanded to include Executive Managers and staff relieving in executive leadership roles for a period of three (3) consecutive months.		
Amendment History	Date	Detail
Included: Statement of Ethics Update: Position Titles following organisational restructure	July 2021	
Annexure Attached: Attachment A – Related Party Disclosure Attachment B – Related Party Disclosure KMP		
Phillip Perram General Manager 		

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Attachment A – Related Party Disclosure by Key Management Personnel

Private and Confidential	
Related Party Declaration by Key Management Personnel (KMP)	
Name of Key Management Person:	
Position of Key Management Person:	
List details of close family member, entities that are controlled/jointly controlled by you and entities that are controlled/jointly controlled by close family members <i>(Please refer to definitions in Related Party Disclosures Policy and consider the additional guidance provided in the Privacy Collection notice for KMP)</i>	
Name of person or entity	Relationship
I <i>(insert full name)</i>, <i>(insert position)</i> declare that that the above list includes all my close family members and the entities controlled, or jointly controlled, by myself or my close family members. I make this declaration after reading the Council's Related Party Disclosures Policy which details the meaning of the words 'close family members' and 'entities controlled, or jointly controlled, by myself or my close family members'.	
Declared at:	<i>(insert place)</i>
on the	<i>(insert date)</i>
Signature of KMP:	



Attachment A – Related Party Disclosure by Key Management Personnel

RELATED PARTY TRANSACTIONS

NOTIFICATION BY

KEY MANAGEMENT PERSONNEL

Name of Key Management Person: _____

Position of Key Management Person: _____

Please read the Related Party Disclosure Policy which explains what a related party transaction is and the purposes for which Council is collecting, and will use and disclose, the related party information provided by you in this notification.

Please Complete either Section 1 or Section 2

Section 1 (Please tick if applicable)

☐

No related party transactions have been carried out in the past 6-month period and I am not aware of any related party transactions anticipated in the future.

Section 2

Please complete the table attached for each related party transaction with Council that you, or a close member of your family, or an entity related to you or a close member of your family:

- a) has previously entered into and which will continue in the future, or
- b) has entered into, or is reasonably likely to enter into, in the future.

Notification

I, (Name) _____, (Position) _____ notify that, to the best of my knowledge, information, and belief, as at the date of this notification, the above list and attachments, if any, includes all existing and potential related party transactions with Council involving myself, close members of my family, or entities controlled or jointly controlled by me or close members of my family, relevant to the reporting period.

I make this notification after reading the Related Party Disclosure Policy provided by Coonamble Shire Council, which details the meaning of the words "related party",

"Related party transaction", "close members of the family of a person" and, in relation to an entity, "control" or "joint control" and the purposes for which this information will be used and disclosed.

I permit access to this information for the purpose of compliance with Council's legal obligations and disclosure.

Signature:

Date:



Attachment A – Related Party Disclosure by Key Management Personnel

Description of Related Party Transaction	Is transaction existing or potential?	Tick box if transaction is financial in nature	Related Party's Name (Individual or Entity) Include ABN if known	Relationship with Related Party	Description of Transaction Documents or Changes to the Related Party Relationship
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			
		0			

Note: - Please attach additional pages if not enough room supplied above as well as any supporting information that would be useful in the assessment of these related party transactions.



PRIVACY COLLECTION NOTICE

RELATED PARTY DISCLOSURES BY KEY MANAGEMENT PERSONNEL

Purpose of Collection, Use and Disclosure

Effective for annual periods beginning on or after 1 July 2016, Council must disclose certain related party relationships and related party transactions together with information associated with those transactions in its general-purpose financial statements, in order to comply with *Australian Accounting Standard AASB 124 Related Party Disclosures July 2015 (AASB 124)*.

Related parties include Council's Key Management Personnel (KMP), their close family members, and any entities that they or any of their close family members control or jointly control.

A related party transaction is any transaction (whether a transfer of resources, services or obligations) between the reporting local government and any of the related parties, whether monetary or not.

If there is a related party transaction with Council applicable to a reporting financial year, AASB 124 requires Council to disclose in the financial statements the nature of the related party relationship and information about the transaction, including outstanding balances and commitments associated with the transaction. Disclosure in the financial statements may be in the aggregate and/or made separately, depending on the materiality of the transaction.

For more information about Council's disclosure requirements under AASB 124, please refer to Council's Related Party Disclosure Policy.

Notifications by Key Management Personnel

To comply with AASB 124, Council has adopted a policy that requires all members of its KMP to periodically provide notifications to the Director Corporate Services of any existing or potential related party transactions between Council and any of their related parties during a financial year, and any changes to previously notified related party relationships and transactions relevant to the subject financial year.

To this end, each KMP must provide a Related Party Disclosure, in the approved form, notifying any existing or potential related party transactions between Council and any related parties of the KMP, to the Director Corporate Services by no later than the following periods during a financial year:

- 30 days after the commencement of the application of this policy.
- 30 days after a KMP commences their term or employment with Council.
- 30 November (each year); and
- 30 June (each year).

Note, these related party disclosure requirements are in addition to the notifications KMPs are required to make to comply with Council's adopted Code of Conduct.

This includes disclosures relating to Conflicts of Interest (Pecuniary and Non-Pecuniary) and Gifts and Benefits. Council's Auditors may audit related party information as part of the annual external audit.



For privacy and right to information status of this information, please refer to Council's Related Party Disclosure Policy.

Who are KMPs?

KMPs are persons having authority and responsibility for planning, directing and controlling the activities of Council, directly or indirectly.

For Council, KMPs include the:

- Mayor.
- Councillors.
- General Manager.
- Directors
- Executive Manager
- Any person who fills an above role in an 'acting' capacity for a continuous period of at least three (3) months.

Who are close family members of a KMP Person?

Close family members, or close members of the family, of a KMP are family members who may be expected to influence, or be influenced by, that person in their dealings with Council and include:

- (a) that person's children and spouse or domestic partner.
- (b) children of that person's spouse or domestic partner; and
- (c) dependants of that person or that person's spouse or domestic partner.

Under AASB 124, close family members could include extended members of a family (such as, without limitation, a parent, grandparent, siblings, etc) *if* they could be expected to influence, or be influenced by, the KMP in their dealings with Council.

The following table may assist you in identifying your close family members:

Definitely a close family member	Maybe a close family member
Your spouse/domestic partner	Your brothers and sisters, if they could be expected to influence, or be influenced by, you in <u>their dealings with Council</u> .
Your children	Your aunts, uncles, and cousins, if they could be expected to influence, or be influenced by, you in <u>their dealings with Council</u> .
Your dependants	Your parents and grandparents, if they could be expected to influence, or be influenced by, you in <u>their dealings with Council</u> .
Children of your spouse/domestic partner	Your nieces and nephews, if they could be expected to influence, or be influenced by, you in <u>their dealings with Council</u> .
Dependants of your spouse/domestic partner	Any other member of your family if they could be expected to influence, or be influenced, by you in <u>their dealings with Council</u> .

What is an entity that I, or my close family member, control or jointly control?

COONAMBLE SHIRE COUNCIL

Entities include companies, trusts, incorporated and unincorporated associations such as clubs and charities, joint ventures, and partnerships.

Control

You control an entity if you have:

- (a) Power over the entity.
- (b) Exposure, or rights, to variable returns from your involvement with the entity; and
- (c) The ability to use your power over the entity to affect the amount of your returns.

Example of control

Fred is the Mayor of Sunny Shire Council and owns 100% of the ordinary shares in Sunny Development Company Pty Ltd (the company). The ordinary shares are the only shares in the company that have voting rights.

Fred controls the company because he has the power to affect the company's decisions and the return that he will get from the company.

Fred will need to include the company on his related party disclosure.

Joint control

To jointly control an entity there must be contractually agreed sharing of control of the entity, which exists only when decisions about the relevant activities require the unanimous consent of the parties sharing control.

Example of joint control

Fred is the Mayor of Sunny Shire Council and owns 50% of the ordinary shares in Sunny Development Company Pty Ltd (the company). Fred's brother Stan owns the other 50% of the ordinary shares. Fred and Stan are the only Directors of the company and have equal voting rights on the board.

Fred and Stan have joint control of the company because any decisions require the unanimous consent of them both.

Fred will need to include the company on his related party disclosure and the entity's related party relationship with Fred and Stan.

In some cases, it will be obvious that you or a family member control or have joint control over an entity. In other cases, it will be less clear.

If you are unsure whether you, or a close family member, has control or joint control of an entity then you should contact the Responsible Accounting Officer for a confidential discussion.

[End of Privacy Collection Notice]

10.6 PECUNIARY INTEREST RETURNS

Author: Executive Manager Corporate Governance
Director Corporate Services

Authoriser: General Manager

Annexures: Nil

RECOMMENDATION

That all Councillors and designated persons provide completed disclosure of interest forms to the General Manager by 30 September 2026, for these returns to be publicly tabled at the next Council meeting.

EXECUTIVE SUMMARY:

Pecuniary interest returns must be made by all Councillors and designated persons in accordance with statutory obligations.

This report confirms the designated persons of Coonamble Shire Council. Declaration forms have been distributed to all relevant individuals, and completed declarations are required to be submitted to the General Manager by 30 September 2026.

BACKGROUND

Council's adopted Code of Conduct states that within three (3) months of the end of each financial year (i.e., by 30 September), Councillors and designated persons are required to disclose their personal interests in publicly available returns of interest. These operate as a key transparency mechanism for promoting community confidence in Council decision making, whether by councillors or by staff or others under delegation.

REPORT:

The pecuniary interests and other matters to be disclosed in the returns are prescribed by Schedule 1 of the *Model Code of Conduct for Local Councils in NSW* (the Model Code of Conduct), which is contained within the form *Disclosure of interests by councillors and designated persons*. The information collected is for the purpose of complying with the Model Code of Conduct and will be kept by the General Manager in a register of returns. Further, the information contained in the returns is open access information under the *Government Information (Public Access) Act 2009* (GIPA Act); the returns will be made public by way of tabling at a Council meeting and publishing returns on the Council website. Note, returns published on the website will be redacted of personally identifiable information.

Designated persons are defined at clause 4.8 of the Model Code of Conduct and include:

- the General Manager,

- other senior staff of the Council, and
- staff or committee members whose position involves the exercise of functions (such as regulatory or contractual functions) that could give rise to a conflict between the person's work duties and private interests.

It should be noted that legislation has been passed by NSW Parliament that does away with the term "senior staff" in relation to Local Government except for General Managers.

Consistent with the precedent set last year, all executive staff and managers of Coonamble Shire Council will complete and lodge their pecuniary interest returns. This reflects the determination that both the executive team and all managers are designated persons for the purposes of disclosure requirements, having regard to their roles and the likelihood of exercising regulatory and/or contractual functions.

LINK TO THE COMMUNITY STRATEGIC PLAN:

Focus	Strategic Area
Our Community	N/A
Our Economy	N/A
Our Assets	N/A
Our Country	N/A
Our Leadership	Our Integrity

SUSTAINABILITY ASSESSMENT:

	Assessment
Social	Positive
Environmental	N/A
Economic	N/A
Governance	Positive

Financial Resource Implications:

There are no direct financial resource implications arising from this report.

Policy / Legal and Statutory Implications:

The timely completion and return of Pecuniary Interest Returns, by designated people ensures Council maintains compliance with the provisions of:

- *NSW Local Government Act 1993.*
- *Model Code of Conduct for Local Council in NSW.*
- Coonamble Shire Council's adopted Code of Conduct.

Risk Management – Business Risk/Work Health and Safety / Public:

The requirement for designated persons to complete and lodge a Pecuniary Interest Return assists as an important risk mitigation strategy. It assists with the identification and management of potential conflicts of interest that may arise in the operations of Council.

Options:

Under the current legislative framework, no other options are available to Council.

Council Seal Required:

No

COMMUNITY ENGAGEMENT AND COMMUNICATION:

Internal Exhibition: No

External Exhibition: No

10.7 COSTS FOR LOCAL GOVERNMENT ELECTIONS: PRINCIPLES PAPER

Author: Executive Manager Corporate Governance

Authoriser: General Manager

Annexures: 1. **Costs for Local Government Elections: Principles Paper (June 2026)** [↓](#)
2. **Draft submission to Electoral Commission** [↓](#)

RECOMMENDATION**That Council:**

- 1. Endorse the submission to the NSW Electoral Commission on the draft *Costs for Local Government Elections: Principles Paper* (June 2026).**
- 2. Authorise the General Manager to finalise and lodge the submission by the closing date of 31 July 2026.**

EXECUTIVE SUMMARY:

The NSW Electoral Commission has released a draft *Costs for Local Government Elections: Principles Paper* for consultation, seeking feedback from councils on a proposed framework guiding the estimation and recovery of election costs.

The paper does not propose immediate changes to cost arrangements but establishes principles that may influence future policy, including potential expansion of cost recovery from councils.

A draft submission has been prepared for Council's consideration. The submission broadly supports improved transparency and accountability, while raising concerns regarding potential cost shifting, impacts on rural councils, and the need for greater certainty in cost estimation.

Council endorsement is sought to submit this response.

BACKGROUND

The NSW Electoral Commission administers local government elections where councils elect to use its services. At the 2024 local government elections, most NSW councils used the Commission.

Currently:

- Councils are charged for direct election costs.
- Core operational costs are funded by the NSW Government.

The draft principles paper outlines six guiding principles:

- Authority
- Transparency
- Efficiency
- Performance
- Equity

- Clarity

The consultation period closes on 31 July 2026.

REPORT:

The draft principles paper is largely high-level and does not introduce immediate pricing changes. However, it signals a more structured approach to cost allocation and highlights areas that may affect councils in future.

Key matters identified:

1. Potential cost shifting risk

The paper notes that, if government policy changes, all incremental costs of delivering elections could be charged to councils.

This presents a potential financial risk, particularly for small rural councils such as Coonamble Shire Council.

2. Introduction of expanded cost categories

The proposed framework formalises three cost categories:

- Direct costs (current model),
- Shared costs across councils, and
- Operating (core) costs.

While operating costs are not currently charged, their inclusion introduces uncertainty about future cost recovery.

3. Cost estimation and budget certainty

The paper proposes:

- Preliminary estimates at 18 months,
- Revised estimates at 9 months, and
- Notification of cost changes exceeding 30%

For smaller councils, variations below this threshold may still have a material budget impact.

4. Expectations on council support

Councils may be expected to assist with:

- Polling venues,
- Logistical support, and
- Community communication activities.

These expectations may create additional resourcing pressures if not clearly defined.

5. Rural and remote considerations

The inclusion of an equity principle is supported, particularly for remote communities. However, there is a risk that additional servicing costs may be passed on disproportionately to rural councils.

Summary of submission position

The draft submission:

- Supports the overall intent of the principles.
- Emphasises retention of State funding for core costs.
- Seeks greater clarity and limits on cost allocation.
- Recommends improved reliability of cost estimates.
- Highlights capacity constraints of rural councils.

LINK TO THE COMMUNITY STRATEGIC PLAN:

Focus	Strategic Area
Our Community	N/A
Our Economy	N/A
Our Assets	N/A
Our Country	N/A
Our Leadership	Our Integrity

SUSTAINABILITY ASSESSMENT:

	Assessment
Social	Positive
Environmental	N/A
Economic	Positive
Governance	Positive

Financial Resource Implications:

There are no immediate financial impacts associated with this report.

However, the consultation relates directly to future election costs. Potential financial implications for Council include:

- Increased cost recovery from the Electoral Commission.
- Greater variability in election cost estimates.
- Possible additional in-kind support requirements.

The submission seeks to mitigate these risks and protect Council's financial position.

Policy / Legal and Statutory Implications:

The principles paper operates within the framework of:

- *Electoral Act 2017* (NSW)

- *Local Government Act 1993* (NSW)

There are no immediate statutory implications arising from this report. However, potential future legislative changes may:

- require all councils to use the Electoral Commission as the sole election provider, and/or
- influence cost recovery arrangements.

Risk Management – Business Risk/Work Health and Safety / Public:

Business Risk:

- Financial risk – Potential for increased election costs is cost recovery expands.
- Budget uncertainty – Variability in cost estimates may affect long-term financial planning.
- Operational risk – Additional administrative or logistical responsibilities.

WHS Risk:

- No direct WHS risks identified arising from this report.

Public Risk:

- Minimal immediate risk.
- Longer-term risk if increased costs affect Council service delivery or financial sustainability.

The proposed submission aims to minimise these risks by advocating for cost certainty and fairness.

Options:

1. Endorse the submission (recommended)

- Provides Council with an opportunity to influence policy development.
- Advocates for protection of Council's financial interests.
- Supports improved transparency and consistency.

2. Do not make a submission

- No immediate resource commitment.
- Missed opportunity to influence a framework that may impact future election costs.

Council Seal Required:

No

COMMUNITY ENGAGEMENT AND COMMUNICATION:

Internal Exhibition: No

External Exhibition: No



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Costs for Local Government elections: Principles paper

A framework for transparent and accountable costs payable by councils

Published 12 June 2026

Draft consultation paper for feedback
by Friday, 31 July 2026

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Aims of this Principles paper

This paper sets out principles to guide the work of officers of the NSW Electoral Commission where it may impact the costs of running Local Government elections.

The principles will support the Electoral Commission to:

1. improve rigour and transparency around the management of Local Government election costs
2. maintain public confidence in the integrity of the Electoral Commission through enhanced accountability for its chargeable activities
3. meet the reasonable expectations of councils around the accuracy of estimates, clarity of service agreements and timeliness of invoices
4. fairly balance the priorities of all stakeholders in the NSW system of local government, including voters, candidates and councils.

Context and background

1. The Electoral Commission is committed to running independent, fair and accessible elections and engaging with the public to make it easier for people to understand and participate in the democratic process. This includes administering and regulating NSW Local Government elections, polls and referendums.
2. The *Electoral Act 2017 (Electoral Act)* and the *Local Government Act 1993 (Local Government Act)* currently provide that a local council may enter into an arrangement with the Electoral Commissioner for the NSW Electoral Commission to administer an election. At the statewide local government elections in 2024, 125 NSW councils engaged the Electoral Commission as their election provider, one was in administration and two chose a commercial provider.¹ Councils were invoiced by the Electoral Commission only for 'direct' election costs – such as polling place staffing, ballot papers and logistics. 'Core' operational expenses attributable to running the elections in both 2021 and 2024 (as well as additional amalgamation-related costs for the split 2016/2017 ordinary elections) were met through state funding supplementation. At the 2024 Local Government elections, the Electoral Commission's invoices to councils represented about 45 per cent of the total cost of running those elections, with the remaining costs incurred being state funded. The costs of the Electoral Commission independently regulating Local Government elections is funded by the state, not councils.
3. Even with the significant state contribution towards the costs of running recent council elections, the Electoral Commission is aware there is a range of views across the sector about cost estimates and invoicing. The Electoral Commission is also conscious of its duty to run councillor and mayoral elections safely and with integrity, as it must for NSW Parliament elections. To support councils' planning and budgeting responsibilities, and to increase transparency and trust, the Electoral Commission has decided to articulate six specific principles that should guide its approach to estimating and recovering the costs of council elections: authority, transparency, efficiency, performance, equity and clarity.
4. Before finalising the principles, the Electoral Commission seeks feedback from councils to refine them, as well as practices and systems proposed in the Principles paper, for example:
 - a) clarity around the constitutional and legal basis for charging councils
 - b) open communication and transparent documentation of cost-related information
 - c) formal engagement protocols between councils and the Electoral Commission
 - d) service delivery standards, including for polling place management and vote counting

¹ The *Local Government Amendment (Elections) Bill 2025*, introduced by the Government, is currently before the NSW Parliament. If enacted, it would make the Electoral Commissioner the sole election services provider for all Local Government elections for the State's 128 councils. New arrangements would apply for the 2028 Local Government elections, requiring adjustment to this policy to reflect legal requirements.

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- e) a standardised cost allocation framework including a break-down of chargeable components
- f) a system for revised cost estimates
- g) formal post-election feedback on delivery performance, costs and invoicing

This draft Principles paper is for councils and other stakeholders to review and provide feedback by Friday, 31 July 2026.

Principle 1 – Authority

The principle of Authority supports expenditure by the Electoral Commission for Local Government elections being compliant with the law and consistent with NSW Government financial and other policies applicable to the Electoral Commission as an independent integrity body.

1. Section 3.7 of the *Government Sector Finance Act 2018* provides that government officers should be guided by the values of accountability, integrity and transparency in connection with financial management. The value of accountability requires the use of government resources or related money to be efficient, effective and prudent.
2. A system of local government in NSW is recognised under Part 8 of the *Constitution Act 1902*, which provides for the NSW Parliament to establish and regulate bodies that are either duly appointed or duly elected. The electoral arrangements for councils depend on legislation, primarily the Local Government Act and the Electoral Act. The Local Government Act establishes each council as a “*body politic of the State*”² and provides that “*the elected representatives, called ‘councillors’, comprise the governing body of the council*”.³ The Local Government Act also provides for the Electoral Commissioner to administer the elections of those councillors, with costs payable by councils.
3. The Electoral Commission should invoice councils on a strict non-profit recovery basis.
4. Policy of the previous NSW Government, published in 2019, provided that costs for Local Government elections are assigned as either direct or core costs and allocated to councils or the NSW Government:⁴
 - a) Councils: Direct (or marginal) costs, which are the costs that would not be incurred if an election was not held. These include election staffing, venue hire and fit-out, ballot paper printing, council-specific advertising and voter information products.
 - b) NSW Government: Core costs, which include head office costs such as staff payroll, training, election assurance, project management, drafting of election procedures and policies, core IT system development and maintenance, and ongoing elector enrolment.
5. The NSW Government and the Electoral Commission maintained this approach for the 2024 Local Government elections, and subsequent by-elections and referendums. If this approach was not maintained as NSW Government policy, however, all the incremental costs of the Electoral Commission delivering a council election, poll and/or referendum would need to be invoiced to the council.

² Section 220 Local Government Act

³ Section 220 Local Government Act

⁴ Office of Local Government, (2019) [Circular No 19-22 Government's response to IPART's review of local government election costs](#), 27 September 2019

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Principle 2 – Transparency

The principle of Transparency supports openness and allows scrutiny of decisions and process relating to election administration.

1. Information about the Electoral Commission's administration of Local Government elections should be published on its website and in the post-election report to the NSW Parliament. Local Government election administration also may be examined by Parliament's Joint Standing Committee on Electoral Matters (JSCEM). The Electoral Commission will assist the JSCEM to the best of its ability in any inquiry.
2. The Electoral Commission should maintain engagement channels with councils and their representative organisations around Local Government election planning, pricing, delivery and invoicing, including:⁵
 - a) routine communication with individual councils at key steps of election planning
 - b) consultation during the preparation of Local Government election service plans
 - c) surveys of councils to support election event planning, experience with services and to gather evidence for services improvement.
3. The success and cost-effectiveness of elections should be enhanced through opportunities for councils to collaborate with the Electoral Commission to:
 - a) identify the best options for accessible, safe and available venues for use during the elections
 - b) provide logistical and operational support wherever feasible – such as access to office furniture, traffic management resources, cleaning services and removal of recycling waste
 - c) respond promptly to information requests from the Electoral Commission to support the election
 - d) raise awareness of the requirement to vote in local communities by using local media and other communications assets produced for councils by the Electoral Commission
 - e) increase awareness of the election through councils' own communication channels.
4. The Electoral Commission should provide a preliminary cost estimate to each council 18 months before the legislated date for statewide ordinary elections and a revised estimate nine months before the elections. Councils should be notified if changes need to be made that would have an impact of more than 30 per cent additional cost to the total estimate together with an explanation of key factors contributing to the change.
5. After each Local Government election and by-election, the Electoral Commission should provide a post-election service report to each council.

Council surveys should be conducted for each council within two months of the conclusion of the election and again within two months of the issuing an invoice to a council for election services.

⁵ NSW Independent Pricing and Regulatory Tribunal (IPART) (2011) [Regulated Monopoly Service Providers and Customer View. Preferences and Willingness to Pay](#)

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Principle 3 – Efficiency

The principle of Efficiency supports provision of council elections at a reasonable cost, while delivering an experience for voters and participants that is consistent with State and Federal elections to reinforce the democratic legitimacy of Local Government.

1. Costs should be calculated using clearly articulated cost drivers and allocation methods
2. The same costing framework and allocation should be applied across all NSW councils, subject to equity considerations (see Principle 5. Equity, below). Costs should be categorised into three groups:
 - a) **Direct council-specific costs** attributed to an individual council which are charged to the council in full.
 - b) **Common and shared council costs** that are incurred by the Electoral Commission to support all or multiple councils at Local Government elections and are proportionately charged to councils based on cost driver calculations, for example: number of enrolled voters, number of councillors to be elected, number of polling places, size and remoteness, number of ballot papers issued, types of contests (wards, mayoral, referendums).
 - c) **Operating costs** which are a proportionate share of the Electoral Commission's head office core costs including staff payroll, training, election security, project management, drafting of election procedures and policies, core IT system development and maintenance, and ongoing voter roll maintenance. At recent elections these costs have not been recovered from councils, but met by the Electoral Commission through state budget appropriations.

Principle 4 – Performance

The Performance principle supports services that effectively meet agreed service standards.

1. The Electoral Commission should monitor, measure and report on meeting service expectations in the delivery of the elections. Performance measures include levels of stakeholder satisfaction and confidence, stakeholder understanding of compliance obligations and irregularities in the conduct of elections.
2. The Electoral Commission should demonstrate its commitment to performance by adopting measurable service standards stakeholders in Local Government elections.⁶ The Electoral Commission's service standards should include:
 - a) an Election Services Plan for all councils six months before election day
 - b) selection and operation of venues to maximise voter participation
 - c) safe regulation of canvassing and management of queuing during voting
 - d) maximising accessible polling places for voters
 - e) mandatory training for temporary election staff before deployment
 - f) reliable roll mark-off and election material tracking systems
 - g) processing votes accurately and in accordance with legislation
 - h) timely and transparent delivery of results
 - i) handling service complaints promptly and consistent with policy
 - j) maintaining critical process integrity measures.

⁶ NSW Independent Pricing and Regulatory Tribunal (2019), [Review of Local Government election Costs Final Report](#), p. 3

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Principle 5 – Equity

The principle of Equity is inherent in an electoral system that mandates near-universal, compulsory voting. There should be support for electors with a disability, those from a culturally and linguistically diverse (CALD) community and those residing in remote local government areas with a low-population density.

1. The Electoral Commission should support regional and remote councils with information on pre-election training, mobile polling and data to inform council budgeting.
2. Regional and remote council areas should be supported by information about what postal voting services and mobile polling are available.
3. Voting options for Aboriginal communities should be guided by input from local electors.
4. The Electoral Commission should take measures to encourage Aboriginal people to work in polling places across NSW and particularly in centres serving communities with high Aboriginal populations.
5. The Electoral Commission's current Disability Inclusion Action Plan, Multicultural Action Plan and Reconciliation Action Plan should apply to Local Government elections, polls and referendums.

Principle 6 – Clarity

The principle of Clarity supports cost arrangements and charges for the administration of Local Government elections that are straightforward, practical, easy to understand and collect.

1. In its communications with councils and other stakeholders, the Electoral Commission should write in plain English, using current, clear and ordinary words.
2. While some of the Electoral Commission's communications provide guidance about complex legislative provisions, it should be clear this is not legal advice and councils and other stakeholders should seek their own advice concerning their own circumstances if they need it.
3. Cost Agreements or Election Services Plans should use a consistent structure and terminology to cost estimates and invoices to support reconciliation.
4. Any cost estimate provided to council should be identified as:
 - a) Preliminary – 18 months before scheduled statewide Local Government elections
 - b) Revised – nine months before scheduled statewide Local Government elections or at any time if there is a change of more than 30 per cent to an issued estimate, whether Preliminary or Revised.
5. Invoices should include useful information about actual costs incurred and an explanation of differences between estimated and actual costs.
6. There should be Electoral Commission channels for councils to seek clarification or further information about Local Government election arrangements.

More information

Feedback on these principles is invited by Friday, 31 July 2026. All submissions will be considered in the context of finalising the principles. Individual submissions may be published on the Electoral Commission's website, and a consultation feedback report will be released, following the conclusion of the consultation period. Find out more by visiting the [Electoral Commission's Consultation hub](#).

Please contact us with any questions about this Principles paper at councilelections@elections.nsw.gov.au



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8 July 2026

NSW Electoral Commission
GPO Box 832
Sydney NSW 2001

By email: councilelections@elections.nsw.gov.au

Submission – Costs for Local Government Elections: Principles Paper (June 2026)

Coonamble Shire Council welcomes the opportunity to provide a submission on the NSW Electoral Commission's draft *Costs for Local Government Elections: Principles Paper*.

Council supports the overall intent of the paper to improve the transparency, accountability and consistency of election cost estimation and recovery. These objectives are important in maintaining confidence in the electoral system and supporting councils' financial planning. However, as a small rural council, Coonamble Shire Council is particularly sensitive to cost increases and administrative burden. Council therefore raises the following matters for consideration.

Retention of State funding for core costs

Council strongly supports continuation of the current funding model, whereby core electoral costs are funded by the NSW Government, with councils responsible only for direct election costs.

The paper indicates that, if government policy changes, all incremental costs of election delivery could be charged to councils. This would have a significant financial impact on rural councils with limited revenue capacity.

Council recommends that the final principles:

- explicitly confirm the ongoing State responsibility for core and operating costs; and
- ensure any future changes to this model are subject to separate consultation with local government.

Clarity and limits on cost allocation

Council notes the proposed classification of costs into direct, shared and operating components.

While this approach improves transparency, there is currently insufficient detail regarding the methodology for allocating shared costs or the treatment of operating costs.

Council recommends:

- publication of a clear and standardised cost allocation framework;
- that any shared cost model be simple, transparent and proportionate; and
- that operating costs not be recoverable from councils.

Reliability of cost estimates

Council supports the provision of preliminary and revised cost estimates to assist with budgeting. However, the proposed threshold for notifying cost changes (30%) is considered too high, particularly for smaller councils where lower increases may still materially affect budgets.



Council recommends:

- a lower threshold for notification of cost increases;
- improved transparency around cost drivers; and
- greater accountability where significant variations occur.

Expectations on council support

The paper proposes that councils may assist with election delivery through provision of venues, logistical support and community communication. While Council supports a collaborative approach, these expectations may impose additional resource burdens.

Council recommends that:

- such support be clearly identified as voluntary and subject to capacity; and
- councils are not effectively required to subsidise election delivery through in-kind contributions in addition to cost recovery charges.

Impacts on rural and remote councils

Council supports the intent of the equity principle, including improved access for regional, remote and Aboriginal communities. However, these initiatives may increase costs if not appropriately funded.

Council recommends that:

- additional costs associated with servicing remote areas be funded by the State; and
- rural councils are not disproportionately impacted by cost allocation mechanisms.

Service standards and accountability

Council supports the development of clearer service standards and performance reporting. To strengthen accountability, Council recommends that:

- service standards be clearly defined and measurable; and
- appropriate mechanisms be established to address service issues, including dispute resolution processes.

Broader context

Council notes the potential for legislative change that may make the Electoral Commission the sole provider of local government election services.

In this context, it is critical that strong safeguards are in place to ensure:

- transparency in pricing;
- protection from cost escalation; and
- appropriate independent oversight.

Conclusion

Coonamble Shire Council supports the intent of the proposed principles and the move toward greater consistency and transparency.

However, it is essential that the final framework:

- maintains the current cost-sharing balance with the State;
- provides certainty and predictability in pricing; and
- recognises the capacity constraints of rural and remote councils.

Council appreciates the opportunity to provide input and looks forward to ongoing engagement.

Yours sincerely,

Greg Hill
GENERAL MANAGER

10.8 COUNCILLOR CONDUCT FRAMEWORK REFORMS

Author: Executive Manager Corporate Governance

Authoriser: General Manager

Annexures:

1. OLG Draft Councillor Conduct Reform Policy Statement - June 2026 [↓](#)
2. OLG Draft Model Code of Conduct for Councillors - June 2026 [↓](#)
3. Draft Submission - Councillor Conduct Reform Policy Statement [↓](#)
4. Draft Submission - Model Code of Conduct for Councillors [↓](#)

RECOMMENDATION

That Council:

1. Note the NSW Office of Local Government's consultation on the *Councillor Conduct Framework Reform*, including the *Policy Statement (June 2026)* and draft *Model Code of Conduct for Councillors*.
2. Endorse the submissions prepared for both documents.
3. Authorise the General Manager to finalise and lodge the submissions by the nominated closing date.

EXECUTIVE SUMMARY:

The NSW Office of Local Government (OLG) has released for consultation a package of reforms to the councillor conduct framework, including a Policy Statement outlining the proposed new framework and a draft Model Code of Conduct for Councillors.

The reforms are intended to modernise the existing system, improve accountability, and address concerns regarding vexatious complaints and inefficiencies in the current framework.

Draft submissions have been prepared for Council's consideration. These submissions broadly support the direction of the reforms while seeking greater clarity around definitions of misconduct and the practical application of the framework.

It is noted that the proposal to introduce a separate Model Code of Conduct for councillors formalises an approach already adopted by Coonamble Shire Council, which has previously divided its Code of Conduct into separate codes for councillors and staff.

BACKGROUND

The current councillor conduct framework under the *Local Government Act 1993* has been subject to criticism, particularly in relation to:

- the prevalence of vexatious or politically motivated complaints;
- delays and inefficiencies in complaint handling; and

- lack of clarity in expectations and consequences.

The OLG reform proposes:

- centralised complaint handling through OLG;
- a triage process to filter complaints;
- new definitions distinguishing unsatisfactory behaviour and serious misconduct; and
- establishment of a Privileges Committee to assess lower-level conduct issues.

Additionally, a revised Model Code of Conduct for Councillors has been released, which will operate alongside the new framework.

REPORT:

Overview of proposed reforms

The proposed reforms represent a significant shift in approach, including:

- removal of councils as the primary handler of conduct complaints;
- enhanced role of OLG in investigation and enforcement;
- introduction of a peer-based Privileges Committee; and
- clearer escalation pathways for misconduct matters.

These changes are intended to:

- reduce administrative burden on councils;
- improve consistency in decision-making; and
- address misuse of the complaints process.

Draft Model Code of Conduct for Councillors

The draft Code establishes:

- general conduct obligations including prohibitions on misuse of position, bullying, harassment, and unlawful behaviour; and
- detailed provisions relating to conflicts of interest, gifts and benefits, and interaction with staff.

The Code also makes clear that failure to comply constitutes misconduct under the Act, with associated penalties.

Importantly, the separation of a dedicated Model Code for councillors formalises an approach already adopted by Coonamble Shire Council, which has a Code of Conduct for councillors and a separate Code of Conduct for staff.

Key issues identified

Clarity of definitions

While the reforms aim to simplify definitions of misconduct, the proposed definitions of 'unsatisfactory behaviour' and 'serious misconduct remain broad and open to interpretation.

This may create:

- uncertainty for councillors;

- inconsistency in application; and
- reliance on subjective judgement.

The draft submissions therefore seek clearer guidance and examples.

Centralised complaints model

The move to centralise complaints through OLG is supported, as it is expected to:

- reduce duplication;
- minimise local resourcing pressures; and
- improve consistency.

This is particularly beneficial for small rural councils such as Coonamble.

Privileges Committee

The proposed peer based Privileges Committee is supported in principle, as it recognises the role of political context and peer judgement in assessing behaviour.

However, it will be important to ensure:

- appropriate regional representation; and
- consistent decision-making processes.

Cost implications

The reforms propose a cost recovery model, whereby councils contribute to the cost of managing conduct complaints.

At this stage, limited detail is provided regarding:

- cost allocation methodology; and
- financial impact on individual councils.

The submissions seek further clarity in this area.

Submission position

The draft submissions:

- support the overall direction of reform;
- acknowledge the need to address weaknesses in the current system; and
- emphasise:
 - clearer definitions of misconduct;
 - practical guidance for councillors;
 - consideration of rural council capacity; and
 - transparency in cost recovery.

LINK TO THE COMMUNITY STRATEGIC PLAN:

Focus	Strategic Area
Our Community	N/A

Our Economy	N/A
Our Assets	N/A
Our Country	N/A
Our Leadership	Stepping up to Help

SUSTAINABILITY ASSESSMENT:

	Assessment
Social	Positive
Environmental	N/A
Economic	N/A
Governance	Positive

Financial Resource Implications:

There are no immediate financial implications associated with this report.

However, potential future impacts include:

- contributions to a centralised complaints system; and
- changes to administrative workload.

The financial impacts remain uncertain pending further detail on the proposed cost recovery model.

Policy / Legal and Statutory Implications:

The reforms relate to the operation of:

- *Local Government Act 1993*
- *Local Government (General) Regulation 2021*

If implemented, the reforms will:

- alter complaint handling processes;
- introduce new statutory definitions and procedures; and
- require councils to adopt the revised Model Code of Conduct for Councillors.

No immediate statutory change arises from this report, which is limited to making a submission.

Risk Management – Business Risk/Work Health and Safety / Public:

Business Risk

- Potential future financial exposure through cost recovery model.

- Risk of uncertainty if definitions of misconduct remain unclear.
- Transitional risks as new framework is implemented.

WHS Risk

- No direct WHS risk identified.
- Indirect benefit through clearer behavioural expectations and alignment with bullying/harassment obligations.

Public Risk

- Positive impact expected through improved accountability and complaint handling.
- Risk of reduced confidence if the framework is not clearly understood or consistently applied.

Options:

1. Endorse the submissions (recommended)
 - Enables Council to influence reforms.
 - Advocates for clarity and appropriate safeguards.
 - Aligns with Council's governance responsibilities.
2. Do not make a submission
 - No immediate resource requirement.
 - Missed opportunity to influence a significant reform affecting councillor conduct.

Council Seal Required:

No

COMMUNITY ENGAGEMENT AND COMMUNICATION:

Internal Exhibition: No

External Exhibition: No

Department of Planning, Housing and Infrastructure



Improving Councillor Accountability

Councillor Conduct Reform Policy Statement

June 2026





Acknowledgement of Country

The Department of Planning, Housing and Infrastructure acknowledges that it stands on Aboriginal land. We acknowledge the Traditional Custodians of the land, and we show our respect for Elders past, present and emerging through thoughtful and collaborative approaches to our work, seeking to demonstrate our ongoing commitment to providing places in which Aboriginal people are included socially, culturally and economically.

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dphi.nsw.gov.au

Improving Councillor Accountability

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1 Executive Summary

Serving as a councillor is a privilege that comes with important responsibilities.

As democratically elected representatives, councillors have the privilege of being able to represent community views and engage in political debate, sometimes offering contentious and controversial viewpoints. The ability to be free to engage in political communication comes with a responsibility to not abuse the privilege and engage in poor behaviour, or worse, serious misconduct.

This proposed councillor conduct framework recognises councillors should be able to freely and fairly engage in debate. However, the privilege to engage comes with the need to be held to account when comments veer beyond what their peers (as elected representatives) consider acceptable, or they engage in misconduct such as corrupt conduct or legislative breaches.

There is a need to act as the current Conduct Framework is increasingly struggling to manage the performance and accountability of local councillors. Evidence shows that the framework does not always deter misconduct or impose meaningful consequences when it occurs. Instead of supporting effective political debate and addressing poor behaviour, code of conduct complaints are commonly used as tools in political disputes. This undermines the integrity of the system and can erode public trust in local government. Any reform to councillor conduct must therefore strike a careful balance: safeguarding robust, adversarial political debate and protecting freedom of political communication, while ensuring that inappropriate behaviour is effectively addressed.

The proposed amendments to update and renew the councillor conduct framework are being delivered in two stages:

- **Stage 1:** transfers the jurisdiction for councillor misconduct matters from the NSW Civil and Administrative Tribunal (NCAT) to the Land and Environment Court (LEC) through the *Local Government and Other Legislation Amendment (Councillor Conduct) Bill 2025*. The Bill establishes the LEC as the primary judicial forum for serious councillor misconduct and associated disciplinary outcomes. It introduces public interest proceedings with stronger penalties and replaces the existing NCAT resolution pathways with a court-based process.
- **Stage 2:** establishes new definitions of unsatisfactory behaviour and serious misconduct, with new pathways for the consideration of complaints. In the case of unsatisfactory behaviour, a new Privileges Committee will be created to ensure the question of whether a councillor has abused their privileges to speak freely is considered by their peers. In the case of serious misconduct, the Office of Local Government (OLG) will be tasked with investigating the misconduct and deciding whether to take disciplinary action, which includes referral of matters to the LEC. Critical to the new framework will be the process of triaging complaints to ensure genuine cases are referred to the right path for further consideration, while trivial or vexatious matters are filtered out.

These reforms are supported by other initiatives, such as an updated Model Code of Meeting Practice, free speech guidelines, and a revised Code of Conduct for councillors. Together, these changes aim to restore public confidence, ensure fair and effective complaint resolution and deliver a modern, fit-for-purpose regulatory framework for local government in NSW.

2 What we heard

In September 2024, the NSW Government released the Councillor Conduct and Meeting Practices Discussion Paper. This paper looked at the challenges in the current system for councillor behaviour and meeting practices, and suggested ways to improve transparency, accountability, and integrity in local government.

The Discussion Paper proposed several changes, including:

- Making OLG directly responsible for dealing with pecuniary interest and significant non-pecuniary conflicts of interest, with sanctions such as suspension or loss of pay decided by an appropriate tribunal or body
- Referring concerns about councillor behaviour to a panel of experienced councillors who are able to judge their conduct as peers
- Updating the Code of Conduct to be more like the NSW Parliamentary codes, making clearer the expectations for councillor behaviour
- Ensuring the community can observe local democratic processes by banning closed briefing sessions and restoring the dignity and prestige of council chambers.

During the 12-week consultation period, people from across the community, local government and other interested groups were invited to share their views. In total, 216 submissions were received, showing strong support for change and for reforming the councillor conduct framework. Many people felt that the current system was not working well to address poor behaviour.

One of the main issues raised was the high number of unsubstantiated or minor complaints, which puts pressure on resources and leads to dissatisfaction with how complaints are handled. Data reported to OLG shows:

- The total number of conduct complaints councils receive has stayed largely stable; however the number of substantiated complaints has dropped significantly
- Around one in five councils have not received any complaints
- In 2024, one quarter of councils received five or more complaints, making up almost 80% of all complaints. This trend has remained consistent over the past three years, with a small number of councils dealing with most complaints and their associated costs.

Some stakeholders have also reported that serious poor behaviour is becoming more common.

Feedback from community and stakeholders made it clear that the existing approach is not meeting expectations. A more streamlined process for handling complaints, the application of targeted and proportionate sanctions, and implementation of straightforward procedures are seen as essential for restoring confidence in how councillor conduct is managed.

There is a strong desire for a system that is clearer, more efficient and better able to:

- Provide clear guidance to support councillors on what is expected of them in their role as councillors
- Give the community confidence councillors behave with integrity
- Ensure an efficient and effective response to create a disincentive for poor behaviour.

3 The need for a new approach

Elected councillors hold a position of trust and responsibility, representing their communities and upholding democratic values. The role requires councillors to act with integrity, transparency, and in the public interest. However, while most councillors do the right thing, increasing instances of poor behaviour highlight significant weaknesses in the current Councillor Conduct Framework.

The current framework is outdated and has been overwhelmed by an increasing number of trivial and vexatious complaints. It results in delayed complaint resolution, misuse of processes for vexatious or political purposes, and limited transparency in council decision-making. Regulatory resources are disproportionately directed towards minor issues, while serious misconduct can be missed or not resolved in a timely manner to act as a deterrent. These shortcomings undermine governance standards and erode public confidence in local government.

Councillors are expected to act ethically and fairly, without seeking personal gain, yet existing practices fail to consistently uphold these expectations. Expensive and complex complaint investigations, coupled with cumbersome processes, further diminish trust and accountability. Without reform, the sector risks continued inefficiency, inequity, and reputational damage. If councillor behaviour is considered lacking, it risks the processes and community confidence in how local service and regulatory decisions are made.

This issue also affects the majority of councillors who do act appropriately. While most councillors uphold high standards, they often witness peers engaging in poor behaviour or political point scoring, diverting council time and resources into managing complaints. Meanwhile, serious misconduct may receive insufficient attention or take too long to address.

There is also a need to change the approach of OLG. The local government sector should be better positioned to manage its own behaviour, consistent with other levels of government. Where serious misconduct occurs, there should be a strong deterrence that comes from sanctions determined by judicial officers.

To restore trust, confidence and make sure the system works for everyone, it's time to modernise the approach to managing councillor conduct.

3.1 A new Councillor Conduct framework

The key principles of the new Councillor Conduct framework are:

- **Robust political debate is protected:** Recognise that free, fair and robust political debate is fundamental to local democracy. The framework should support and enhance debate, not stifle it, while ensuring councillors uphold the privilege and responsibility of elected office. Councillors that abuse the privilege of free, fair and robust debate by engaging in unsatisfactory behaviour, will have their actions assessed by their peers.
- **Misconduct is clearly defined:** Introduce a simplified, statute-based definition of councillor misconduct within the *Local Government Act 1993* (LG Act), enabling courts to interpret misconduct and allowing case law to evolve in line with sector, community and ministerial expectations. OLG will have clearer and simpler processes to investigate and take action on serious misconduct cases, including commencement of proceedings in the LEC.

- **Complaints have a clear front door:** Redirect complaints about councillor conduct from councils directly to OLG and introduce an early triage process to filter and prioritise complaints based on seriousness and credibility. This will reduce resource strain away from trivial or unsubstantiated complaints and focus attention on severe behaviour.

Figure 2 below offers a simplified overview of the proposed complaints handling process, which varies depending on the severity of the alleged misconduct. In essence:

- Complaints about unsatisfactory behaviour will be referred to a Privileges Committee,
- Complaints involving serious misconduct will be managed directly by OLG, and
- Matters involving legislative breaches and where it is in the public interest for suspensions or disqualifications, will go to the LEC.

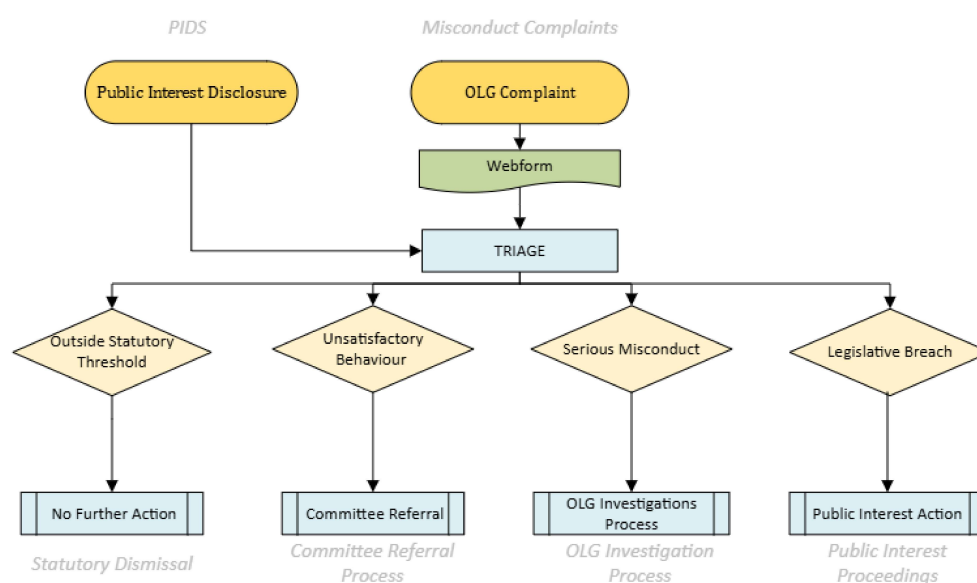


Figure 2: Complaints and triage process

4 Complaints framework

The existing framework has councils primarily handling allegations of councillor misconduct. Complaints are directed to either a council Mayor or General Manager, who initially assesses the legitimacy of the complaint and may refer matters to a Conduct Coordinator and/or engage an external conduct reviewer. In cases where the conduct reviewer has found more serious allegations, councils refer the matter to OLG, which often lead to investigations being restarted from the beginning. This process causes duplication, delays and increased costs.

The proposed framework seeks to centralise responsibility for managing all councillor conduct complaints with OLG, supported by a triage process and clear statutory definitions of councillor

misconduct. This approach aims to deliver a system that is timely, proportionate, transparent and fair, while reducing complexity and protecting councillors from vexatious or trivial allegations.

To make the new framework effective it will be necessary to have clear definitions of unsatisfactory behaviour and serious misconduct to allow an effective application, triaging and allocation process.

4.1 Simplified definition of poor behaviour

One of the key aspects of the new councillor conduct framework is clear definitions to distinguish between unsatisfactory behaviour and serious misconduct. With clearer definitions councillors and the community will be able to more easily understand what is and is not appropriate. It also distinguishes acts of a councillor where a panel of peers are better placed to assess the context of the behaviour and whether it represents an abuse of the privilege of representing the community. The definitions also assist to identify matters of misconduct where OLG as the regulator needs to investigate and potentially commence proceedings in the LEC to adjudicate on appropriate sanctions.

Specifically, Councillor Misconduct definitions are intended to be updated to reflect:

Unsatisfactory Behaviour of a councillor, which involves:

- Behaviour that is outside the norms and expectations of a sitting councillor, and/or
- Behaviour that is beyond the implied right of free political communication and represent harassment and bullying.

The reason why unsatisfactory behaviour needs to be judged by a councillor's peers is because it represents an abuse of the privileges that a democratically elected representative enjoys. It can't be codified and will depend on a view as to whether debate or a campaign on an issue is being undertaken in a way that crosses an expectation around appropriate, free and fair debate.

Examples of actions that may constitute unsatisfactory behaviour include the use of language that uses racial, gendered or other demeaning commentary as an alternative to debate on an issue. Other examples could include using media and other commentary to deliberately spread disinformation in order to achieve a political or personal outcome. Of course, any continued and low-level harassing or abusive activities, if not a Police matter or serious misconduct (see below), would also represent unsatisfactory behaviour.

Serious Misconduct of a councillor, would involve any of the following:

- A councillor engaging in council decision-making where they have a significant conflict of interest or have failed to declare or have provided an incomplete return of interests
- A councillor that has engaged in repeated unsatisfactory behaviour of a serious nature as determined by a panel of their peers (the Privileges Committee)
- A pattern of behaviour, carried out on more than one occasion, or that involves more than one participant, that is indicative of systemic issues and an abuse of the broader legislative obligations any person may face
- A councillor potentially breaching workplace health and safety legislation by engaging in threatening or menacing behaviour, or using intimidation to create physical or mental harm to another person
- Serious corrupt conduct within the meaning of the *Independent Commission Against Corruption Act 1988*.

- A councillor having been found guilty of an offence under other legislation.

Further work will be undertaken to streamline the referral of matters from the Independent Commission Against Corruption (ICAC) and the NSW Ombudsman through the creation of nexus with the relevant tests and legislation of those regulators and the definitions of serious misconduct. This will allow for more effective referral of matters to OLG and improve their management.

4.2 An improved complaints process

The proposed framework introduces statutory criteria to ensure complaints are assessed consistently and dismissed early if they do not meet defined thresholds. Critically, a web form will be created to capture consistent information, including clear descriptions of the complaint, who is making the complaint (whether anonymous or declared), and details of any corroborating information.

Those wanting to make a Public Interest Disclosure will be encouraged to use the web form. However, it is also recognised that one of the principles of whistleblower-style legislation is the ability for issues to be raised through multiple points.

4.3 Triage and management of complaints

Creating a new single-entry point for complaints also requires a new triage process managed by OLG. The proposed approach simplifies the pathway to make and track complaints, improves efficiency, and ensures complaints are allocated to the correct resolution mechanism including commencing proceedings for serious misconduct matters for judgement by the LEC.

Procedural fairness safeguards will apply throughout the complaints process. This includes timely notification to councillors of escalated allegations and the opportunity to provide a response before adverse decisions are made. These safeguards are intended to promote confidence in the system for both councillors and the community.

Complaints will be lodged directly with OLG using a secure webform, which captures necessary information upfront. This enables faster assessment and categorisation of complaints according to their nature and seriousness. The triage process will:

- Enable departmental officers, under delegation from the Departmental Chief Executive (DCE), to dismiss complaints that outside the scope of the LG Act.
- Refer matters involving unsatisfactory behaviour to a newly established Privileges Committee, ensuring behavioural issues are addressed without escalating to formal misconduct proceedings.
- Escalate serious allegations involving misconduct or legislative breaches for formal investigation under enhanced powers.

As part of the review of the Code of Conduct, it will be made clear to councillors that vexatious, frivolous or trivial complaints could be subject to a surcharging decision by the DCE. This will further ensure councillors are not making complaints for political purposes.

5 Privileges Committee

To assess whether a councillor has abused their privilege of being able to use the implied right of freedom of political communication and engaged in unsatisfactory behaviour, a Privileges Committee will be established. This ensures democratically elected representatives are assessed by their peers on whether the context and actions of the councillor are an abuse of privilege, or an acceptable form of campaigning and debate over a matter of public policy.

The proposed Committee will be established under the LG Act, with supporting provisions in the Regulation. Its purpose is to provide a fair, peer-based mechanism for reviewing and addressing unsatisfactory behaviour by elected councillors.

5.1 A panel of peers

The Privileges Committee will be appointed by the Minister for Local Government and comprise of experienced mayors and councillors.

When a complaint is referred for review, a smaller panel will be convened from this group to consider the matter. This model ensures that every case is reviewed by peers who bring a wealth of experience and a deep understanding of the challenges and responsibilities of elected office.

The concept of having a broader group of members for the Committee that are then called to establish a panel is similar to the approach of the Independent Planning Commission, which allows for an appropriate mix of experiences and backgrounds to consider complaints, while also managing for any conflicts that may arise. The decision on allocation of Committee members to Panels will be undertaken by a Ministerially appointed Chairperson.

5.1.1 Adviser support

To ensure fairness, a convened panel will operate under clear procedures that uphold the principles of natural justice. Councillors will have the opportunity to respond to complaints, and all decisions will be based on relevant evidence. Support will be provided by an independent legal adviser, who will guide on legislative requirements and procedural fairness, but will not participate in panel decision-making.

5.1.2 Scope of matters for a Privileges Committee Panel

The Panel's role will be to review complaints about unsatisfactory behaviour that have been triaged by OLG. The Panel will receive a summary of the allegation and a response from the councillor involved. After considering the evidence, the Panel may issue a formal warning, reprimand, or censure, take no further action, or refer more serious matters back to OLG for further consideration.

OLG will provide a report on the matters that were dismissed through the triaging process to the Privileges Committee on a regular basis to ensure the process is appropriately calibrated to views on what the Committee believes are appropriate matters to review.

5.1.3 Escalating complaints

If a complaint is determined to fall outside the defined scope of unsatisfactory behaviour, or if the Panel considers the severity of unsatisfactory behaviour warrants stronger penalties than it is able

to impose, they can recommend an alternative course of action. In these instances, the Panel will refer the matter to the DCE, who will determine whether disciplinary action is warranted from the available options. Importantly, the Panel will be required to provide clear reasons for its referral to the DCE, without making a final decision on the complaint itself. This approach helps to prevent double jeopardy and will ensure the complainant has the opportunity to provide any further statements regarding their complaint. Once referred, the discretion to take further action will rest entirely with the DCE.

Figure 3 below offers a simplified overview of the proposed Committee and Panel composition, empanelment, referral process and outcomes.

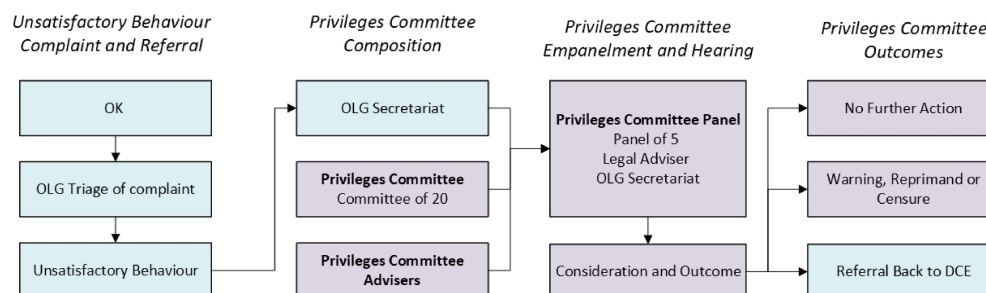


Figure 3: Privileges Committee

6 Investigation powers

To support the practical implementation of the new framework a range of new and expanded powers are proposed to strengthen OLG's regulatory role, particularly in relation to councillor conduct. These measures aim to ensure the lawful collection of evidence and information relevant to conduct and compliance matters.

It is proposed that OLG's current investigation powers, including disciplinary provisions, be consolidated into a single chapter within the LG Act. This will provide a clear, centralised source of investigation authority for all complaint types, including conduct, pecuniary interest, performance improvement, and compliance matters.

The amendments proposed to be introduced by the *Local Government and Other Legislation Amendment (Councillor Conduct) Bill 2025* shift responsibility for disciplinary outcomes to the LEC. This change highlights the need for a robust investigation framework that supports referrals to the Court, ensuring all evidence presented meets the required legal and evidentiary standards.

6.1 Compelling answers and protecting individual rights

A new power is proposed to allow investigators to compel individuals, including third parties, to provide answers during an investigation. The power is available to other NSW Government agencies playing regulatory roles in environmental protection and resource regulation fields. Importantly, this power would include protections against self-incrimination, thereby preserving the liberty and legal status of those involved. This approach is designed to balance the need for comprehensive information gathering with respect for individual legal rights.

6.2 Enhanced entry and seizure powers

The current powers of entry are proposed to be strengthened by introducing clearer authorities for the seizure of items and for the management of seized materials. These enhancements aim to support effective evidence collection while ensuring security and continuity throughout the process.

6.3 Undertakings for early resolution of misconduct

Consideration is being given to a new mechanism allowing councillors and councils to enter into voluntary undertakings. This would provide an alternative to court proceedings for those who would like to undertake specific activities that can demonstrate an improvement in their council or own behaviour.

Currently, OLG has powers to issue a performance improvement order (PIO) to councils, which may include any actions the Minister considers necessary to improve or restore the proper or effective functioning of the council. Although PIO's cannot currently be issued directly to councillors, those issued to councils may include directions to councillors to improve the performance of a council.

The difference between this power and the proposed undertaking is the voluntary nature of the order. The current PIO process requires formal notice of intent and can only be issued after the Minister has considered the factors prescribed under section 413D of the Local Government (General) Regulation 2021.

In contrast, a voluntary undertaking would operate as a binding agreement to adopt agreed and specified behaviours within a designated timeframe, with penalties or further sanctions applied if the conditions are not met.

6.4 Disciplinary action

Most existing enforcement measures will continue to apply, except for outcomes proposed to be transferred to the LEC. This continuity ensures a consistent approach to councillor conduct and compliance.

Some matters referred from the Privileges Committee may involve issues of misconduct, so it is necessary to preserve a range of available sanctions. These include the issuance of cautions, the requirement for councillors to undertake training, and the provision for formal apologies. Retaining these sanctions ensures there are appropriate mechanisms in place to address misconduct in a manner proportionate to the seriousness of the behaviour.

6.5 Use of powers

Utilising the compliance triangle pictured below, OLG would apply a risk-based approach to compliance and enforcement. Under this approach, investigative powers would be exercised only in limited circumstances, ensuring proportionality and necessity. While stronger compliance and enforcement measures will be available, they are expected to be reserved for situations where less intrusive steps are insufficient or inappropriate. In practice, these powers provide flexibility but will

not be used routinely. To support transparency, regulatory materials such as guidelines will be developed and made publicly available, clarifying OLG's role and operations as a regulator.

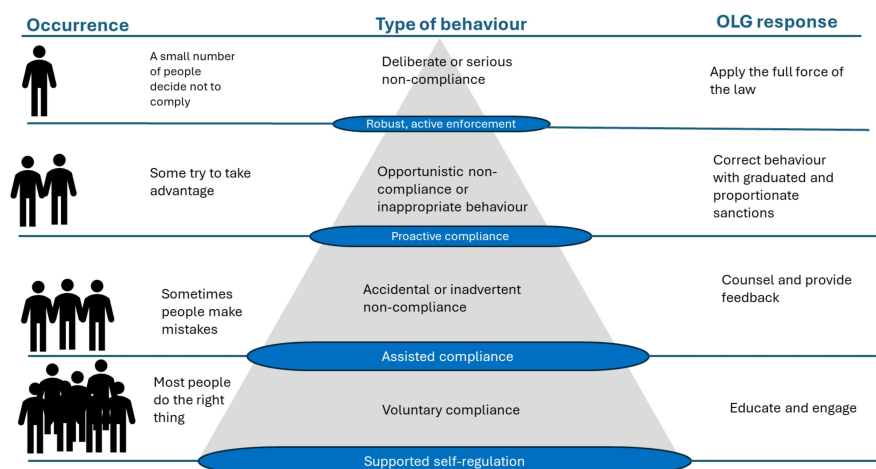


Figure 4: Risk-based approach to compliance and enforcement.

7 Proposed sanctions and appeals

Sanctions must be proportionate to the nature and severity of the conduct. The proposed approach aims to provide a balance of supportive correction for minor issues while taking firm action when serious misconduct occurs. The framework adopts a graduated approach, ensuring responses escalate in line with the seriousness of the breach.

The newly proposed framework builds on the public interest offences proposed in the Local Government and Other Legislation Amendment (Councillor Conduct) Bill 2025, providing an appropriate range of sanctions:

- **Lower-level sanctions** - Formal warnings, reprimands, and censure issued by the Privileges Committee reinforce standards and expectations without imposing financial consequences.
- **Intermediate sanctions** - Where serious misconduct is identified but a graduated response is appropriate, OLG may impose corrective actions such as formal apologies, mandatory training, voluntary undertakings, or performance improvement orders to encourage behavioural change.
- **Severe sanctions** - For systemic or serious misconduct, referral to the LEC for court-determined penalties - including suspension or disqualification - may be imposed, reflecting the significant impact and gravity of such actions.

This proportionate framework ensures fairness, clarity, and the ongoing integrity of elected councillors.

7.1 Objectives of the proposed sanctions

The sanctions framework establishes clear, enforceable consequences for misconduct that are proportionate to the seriousness of the behaviour. It seeks to ensure consistency and clarity in how sanctions are interpreted and applied, while deterring future undesirable conduct.

The framework will be guided by the following principles:

- **Fairness:** Sanctions would be determined and applied through impartial processes that uphold procedural fairness.
- **Transparency:** The rationale for each sanction will be clearly articulated and based on established criteria.
- **Deterrence:** Sanctions will serve to discourage future misconduct by both the individual and the broader sector.
- **Accountability:** Councillors will be held responsible for their conduct, reinforcing public trust in local government.

This framework provides a clear escalation pathway for sanctions, ensuring they are appropriate and proportionate to the nature of the misconduct.

7.2 Privileges Committee sanctions

When the Privileges Committee reviews and substantiates a complaint, the focus of any sanction is on upholding expected standards, correcting behaviour and preventing reoccurrence. These outcomes are not intended to be punitive but serve as formal expressions of disapproval from a panel of peers and create a record of unsatisfactory behaviour.

The Privileges Committee would have the authority to issue the following sanctions:

- **Warning:** A formal written notice to the councillor that their conduct was unacceptable and that a reoccurrence could result in a more severe sanction.
- **Reprimand:** A more significant formal rebuke of a councillor's conduct, signifying a serious departure from expected standards.
- **Censure:** Typically reserved for more serious breaches of conduct or ethics, especially where public trust is involved.
- **Return to OLG:** For consideration as serious misconduct for other disciplinary action. Note this remains a discretionary decision of OLG whether to progress with a matter.

7.3 Departmental Chief Executive sanctions

For councillor misconduct matters escalated for formal investigations, DCE may determine that, while significant, the conduct can be addressed more efficiently and proportionately through direct action rather than escalation to the LEC. In these circumstances, OLG would have the statutory authority to impose the following sanctions:

- **Formal warning:** Issued where the breach is minor or results from an honest error, and alternative actions would be unreasonable.

- **Caution:** Applied in more serious cases of unsatisfactory behaviour, typically on referral from the Privileges Committee.
- **Training order:** Where corrective action is best achieved through improved understanding of roles and responsibilities or targeted training.
- **Formal apology:** Ordered where appropriate to address harm caused to an affected party.
- **Performance improvement orders and voluntary undertakings:** Designed to support behavioural change, either through mandatory compliance or agreed commitments, to achieve long-term improvement.
- **Suspension or suspension without sitting fees:** Considered in more serious cases of unsatisfactory behaviour, following referral from the Privileges Committee.

7.4 Penalties for obstruction and non-compliance

If these proposals are introduced, new penalties are planned to address instances where individuals obstruct an investigation or fail to comply with an investigator's direction. The intent behind these penalties is to reinforce the importance of cooperation and compliance throughout the investigative process. By emphasising this expectation, the framework aims to ensure investigations are conducted efficiently and that all parties adhere to the requirements set by investigators. Additional penalties may apply for failing to declare pecuniary interests without reasonable excuse.

7.5 Judicial penalties

As proposed in the Local Government and Other Legislation Amendment (Councillor Conduct) Bill 2025, the LEC is proposed to have the power to impose a range of significant disciplinary orders as prescribed by the LG Act. It will be important to ensure the LEC has the ability to select the most appropriate disciplinary order, including a combination of orders, to respond to findings of serious misconduct. The range of disciplinary orders include:

- **Disqualification:** an order disqualifying the councillor from office for no more than 5 years.
- **Suspension:** an order suspending the councillor from office for up to 5 years.
- **Reversal of unjust benefit:** an order requiring the councillor to take action to reverse an unjust benefit derived through the contravention.
- **Compensation or restitution:** an order requiring the councillor to pay compensation, damages, a debt or restitution to another person.
- **Civil penalty:** an order requiring the councillor to pay the State a civil penalty of an amount of not more than 454 penalty units.

Additionally, the LEC may, on application, order the suspension of a councillor from office until the determination of proceedings if the Court considers it is in the public interest.

Figure 5 below offers a simplified overview of the outcomes of an investigation and the pathway to the judicial process.

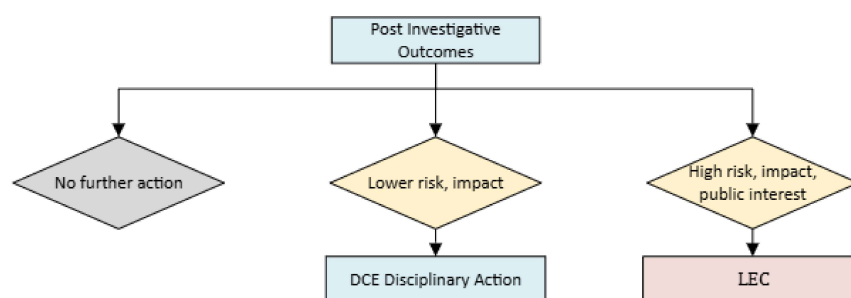


Figure 5: Post investigate outcomes

8 Implementation

In support of the delivery of the framework, several structural, procedural and process changes are needed to support councils in order to deliver the expected benefits of the reforms. This will include supporting the transition to lodgement of complaints directly with OLG rather than directly to the Council as well as establishing a clear reconciliation of costs model, committee processes, and a clear risk-based prosecution framework.

Implementing these reforms is about more than updating rules — it's about supporting councillors, councils, and communities to adapt to a new, fairer system. This transition should be as smooth and transparent as possible, so everyone benefits from the improvements.

To support councils and councillors adjust, clear guidelines, targeted training, and practical resources will be provided. These will explain the new processes, outline expectations, and offer step-by-step support for lodging and managing complaints. Our goal is to empower councillors to focus on serving their communities, knowing they have the tools and knowledge to meet the new standards.

Importantly, these changes must make it easier for the majority of councillors to understand and comply with expectations. As OLG also moves to streamline complaint handling, matters will be dealt with efficiently and effectively, reducing administrative overheads and investigation time and reporting costs for councils.

8.1 Transitioning to a new framework

These reforms represent a major overhaul of the current regulatory model. In recognition that some complaints and investigations will already be underway when the new framework begins, any conduct that occurred before the new laws take effect will be judged according to the rules in place at the time. However, new and improved procedures, such as faster complaint handling and clearer communication, will be applied wherever possible as long as they do not disadvantage anyone involved.

Consideration was given to the application of a 'Date of Conduct', 'Date of Complaint' or 'On Commencement' approach to each element of reform. A balanced approach is recommended, with different applications for specific elements of the reforms to manage the transition effectively.

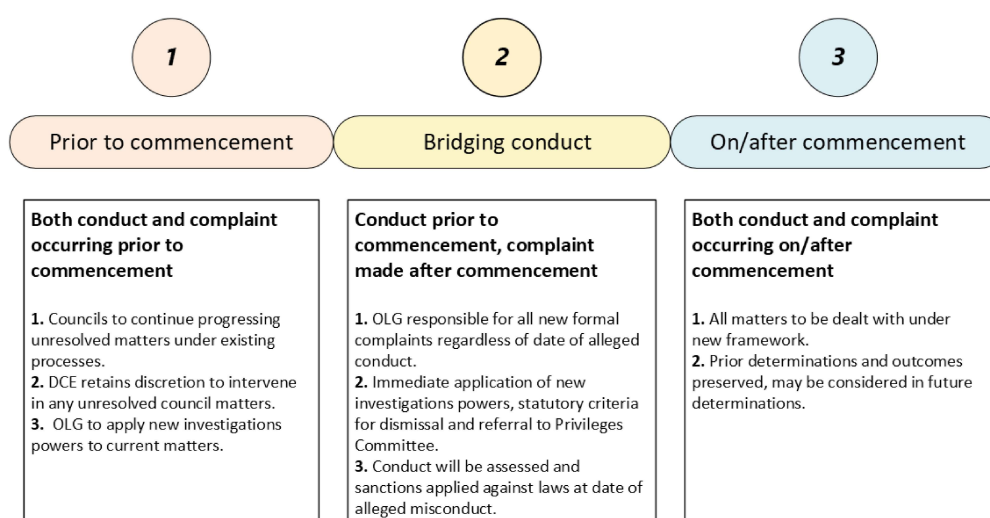


Figure 5: Proposed approach to transitional changeover

8.1.1 Distinction between liability and procedural elements of reform

When introducing these changes, it's important when crafting transitional provisions to separate liability from procedure. Liability means what actions are considered to be unsatisfactory behaviour or serious misconduct and what penalties can be given. Procedure refers to how investigations and decisions are carried out. It's intended that liability follows the rules that were in place when the behaviour occurred, so no one is penalised unfairly by new rules that commence later.

Procedural elements, however, may transition to the new framework sooner provided they do not disadvantage the councillor or increase exposure to penalties. This distinction enables modernisation of investigative and decision-making processes without altering the substantive rights or obligations that applied at the time of the conduct.

8.1.2 Efficiency and fairness

The reform aims to deliver a more efficient, streamlined system while preserving fairness for pre-commencement matters. Allowing updated procedures to apply to transitional matters supports faster resolution, reduces duplication and prevents a long tail of legacy investigations. At the same time, maintaining liability settings (definitions, thresholds penalty limits) under the old framework ensures councillors are not disadvantaged by retrospective amendments. This distinction enables modernisation of investigative and decision-making processes without altering the substantive rights or obligations that applied at the time the conduct occurred.

To support a smooth transition and avoid resourcing pressures, it is intended that matters received and/or currently being investigated or managed by councils will continue to be progressed by them under the existing framework. However, the DCE will continue to exercise discretion to assume responsibility for a matter when considered appropriate.

8.2 Proportionate costs model

A key criticism of the current process is the reliance on external investigators, which can be costly and lead to inconsistent outcomes depending on who conducts the review. By introducing a centralised approach to complaint management, coordinated by OLG, there is an opportunity to reduce inconsistencies and streamline investigations. By consolidating complaint management, councils benefit from standardised procedures, access to specialised expertise, and consistent application of the conduct framework.

To support this centralised complaint management and investigation process, a cost recovery approach is proposed. Councils would contribute to the cost of managing conduct matters, particularly the work of the Privileges Committee, but not the core regulatory functions of OLG.

Importantly, this model promotes shared responsibility for councillor behaviour management, while helping councils reduce overall expenditure and resources used on external reviewers. Centralisation avoids councils duplicating costs and resources associated with conducting individual reviews or engaging external reviewers. The OLG's expertise and economies of scale enable more efficient and cost-effective resolution of complaints.

Further work on the design and build of the cost recovery model is ongoing and will examine options for cost distribution models.

9 Conclusion

Ultimately, the intent with the proposed reform is to achieve a reduction in weaponised complaints, ensuring that councillors can engage freely and fairly in robust political debate without undue procedural burden or fear of reprisal. Where a councillor abuses the privilege they have of being an elected representative the proposed framework provides a fair and efficient means of addressing the behaviour, setting a clear standard for all. This approach supports a healthy democratic process and fosters a culture of open discussion and genuine accountability within local government.

The proposal assumes that councils will be responsible for funding the costs associated with managing conduct complaints, reinforcing accountability in line with governance standards. This change will need a measured approach to ensure the transition over to the new framework is fair for all councils.

Looking ahead, work will commence for the drafting of a Bill and accompanying Regulations, to support these proposals. This legislative framework will provide clarity and certainty for all stakeholders.

To support councils with the implementation of these reforms, OLG will coordinate targeted education, training, and communication to ensure a smooth transition and understanding of what is planned, how it will progress and what can be expected.

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Department of Planning Housing and Infrastructure
Office of Local Government



The Model Code of Conduct for Councillors

June 2026



The Model Code of Conduct for Councillors

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Acknowledgement of Country

The Department of Planning, Housing and Infrastructure, Office of Local Government acknowledges the Traditional Custodians of the lands where we work and live. We celebrate the diversity of Aboriginal peoples and their ongoing cultures and connections to the lands and waters of NSW.

We pay our respects to Elders past, present and emerging and acknowledge the Aboriginal and Torres Strait Islander people that contributed to the development of this model code.

We advise this resource may contain images, or names of deceased persons in photographs or historical content.

The Model Code of Conduct for Councillors

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Introduction

The Model Code of Conduct for Councillors is made under section 440 of the *Local Government Act 1993* ("LGA") and the Local Government (General) Regulation 2021 ("the Regulation").

It has been designed to assist councillors to understand and comply with the standards of conduct that are expected of them as elected officials and to act in a way that enhances public confidence in their council.

Section 440 of the LGA requires every council (including rural and remote councils), county council and joint organisation to adopt a code of conduct for councillors that incorporates the provisions of the Model Code of Conduct for Councillors. A council's or joint organisation's adopted code of conduct for councillors may also include provisions that supplement the Model Code of Conduct for Councillors.

A council's or joint organisation's adopted code of conduct for councillors has no effect to the extent that it is inconsistent with the Model Code of Conduct for Councillors. However, a council's or joint organisation's adopted code of conduct for councillors may prescribe requirements that are more onerous than those prescribed in the Model Code of Conduct for Councillors.

It is the personal responsibility of every councillor to comply with their obligations under their council's code of conduct. Failure by a councillor to comply with the standards of conduct prescribed under this code constitutes misconduct for the purposes of the LGA. The LGA provides for a range of penalties for misconduct, including suspension or disqualification from civic office. A councillor who has been suspended on three or more occasions for misconduct is automatically disqualified from holding civic office for five years.

A separate Model Code of Conduct has been prescribed for council staff, delegates and non-councillor committee members.

Note: References in the Model Code of Conduct for Councillors to councils are also to be taken as references to rural and remote councils, county councils and joint organisations.

Note: In adopting the Model Code of Conduct for Councillors, joint organisations should adapt it to substitute the terms "board" for "council", "chairperson" for "mayor", "voting representative" for "councillor" and "executive officer" for "general manager".

Note: In adopting the Model Code of Conduct, county councils should adapt it to substitute the term "chairperson" for "mayor" and "member" for "councillor".

Note: Where an administrator has been appointed to a council, the provisions of this code other than clauses 5.1 and 6.17 apply to the administrator in the same way it would a councillor.

Note: Nothing in this code is intended to or should be administered or applied so as to impose an unjustified burden on communication of governmental or political matters, having regard to the implied freedom of political communication recognised by the High Court of Australia as a constitutional limitation on governmental power.

Dictionary

In this code the following terms have the following meanings:

binding caucus vote	a process whereby a group of councillors are compelled by a threat of disciplinary action to comply with a predetermined position on a matter before the council or committee, irrespective of the personal views of individual members of the group on the merits of the matter before the council or committee
bullying	any behaviour in which a person or a group of people repeatedly behaves unreasonably towards another person or a group of persons, and the behaviour creates a risk to health and safety
conduct	includes acts and omissions
council committee	any committee established by council that has councillors as members
councillor	any person elected or appointed to civic office, including the mayor and includes appointed and elected members of rural and remote councils, members and chairpersons of county councils, voting representatives of the boards of joint organisations and chairpersons of joint organisations
de facto partner	has the same meaning as in section 21C of the <i>Interpretation Act 1987</i>
delegate of council	a person (other than a councillor or member of staff of a council) or a committee or other body, and the individual members of that committee or body, to whom a function of the council is delegated
election campaign	includes council, state and federal election campaigns
environmental planning instrument	has the same meaning as in the <i>Environmental Planning and Assessment Act 1979</i>
harassment	any form of behaviour towards a person that is not wanted by the person, that seriously humiliates or intimidates the person, and creates a hostile environment
LGA	<i>Local Government Act 1993</i>
local planning panel	a local planning panel constituted under the <i>Environmental Planning and Assessment Act 1979</i>
OLG	Office of Local Government
personal information	has the same meaning as in section 4 of the <i>Privacy and Personal Information Protection Act 1998</i>

political donation	has the same meaning as in section 5 of the <i>Electoral Funding Act 2018</i>
the Regulation	the Local Government (General) Regulation 2021
relative	means any of the following: (i) a spouse or de facto partner (ii) a parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child (iii) a spouse's or de facto partner's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child (iv) the spouse or de facto partner of a person referred to in paragraphs (ii) and (iii)

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Part 1.

Application of this code

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Purpose

- 1.1 The purpose of this code is to prescribe the ethical and behavioural standards councillors must comply with. This code does not apply to the following:
- (a) decisions or actions of the council,
 - (b) the making of a decision or exercise of a discretion or any other function, action or representation by a councillor in good faith, whether or not involving error,
 - (c) the exercise of a political or policy judgement,
 - (d) private conduct of a councillor that is not substantively related to their role as a councillor,
 - (e) the expression of an opinion unless involving other conduct that would, subject to clause 1.3, constitute a breach of this code,
 - (f) participation in political activities.
- 1.2 Expressions which are defined in the dictionary in this code have the meanings set out in the dictionary.
- 1.3 The provisions of this code must be interpreted and applied having regard to the implied freedom of political communication under the Australian Constitution.

Part 2.

General conduct obligations

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General standards of conduct

- 2.1 Councillors must not intentionally or recklessly conduct themselves in a manner that:
 - (a) is contrary to law or a lawful council resolution that expressly applies to them,
 - (b) is improper or unethical,
 - (c) is an abuse of power, or
 - (d) involves the misuse of their position to obtain a private benefit.
- 2.2 Councillors must not improperly or unlawfully engage in intimidation, verbal abuse, harassment or bullying towards others.
- 2.3 Councillors must not improperly or unlawfully discriminate against others.

Work health and safety

- 2.4 Councillors must not fail to comply with any obligations that they have under the *Work Health and Safety Act 2011*.

Land use planning, development assessment and other regulatory functions

- 2.5 Councillors must take all reasonable and practicable steps to ensure that land use planning, development approval and other associated regulatory decisions are made properly, transparently and fairly to all parties, including applicants, objectors and other persons affected by decisions.
- 2.6 Councillors must take all reasonable and practicable steps to disclose all approaches made to them and other communications they have had in relation to any land use planning, development approval and other associated regulatory matters being considered by the council so that they may be considered when making a decision.

Binding caucus votes

- 2.7 Councillors must not participate in binding caucus votes in relation to matters to be considered at a council or committee meeting.
- 2.8 Clause 2.7 does not prohibit councillors from discussing a matter before the council or committee prior to considering the matter in question at a council or committee meeting, or from voluntarily holding a shared view with other councillors on the merits of a matter and agreeing to vote in a particular way.

- 2.9 Clause 2.7 does not apply to a decision to elect the mayor or deputy mayor, or to nominate a person to be a member of a council committee or a representative of the council on an external body.

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Part 3.

Conflicts of interest

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When will a councillor have a conflict of interest in a matter?

- 3.1 A councillor will have a conflict of interest in a matter they are dealing with where:
- (a) they have a pecuniary interest in the matter, or
 - (b) a reasonable person, knowing the relevant facts, would perceive that the councillor could be improperly influenced in the exercise of their functions in relation to the matter by:
 - (i) a private interest they have in the matter, or
 - (ii) an interest a person or organisation they have a very close relationship or affiliation with has in the matter, or
 - (c) they have a conflict of interest in the matter under clause 3.7 arising from the receipt of a political donation.
- 3.2 Councillors will not have a conflict of interest in a matter for the purposes of clause 3.1, if their private interests, or the interests of a person or organisation they have a very close relationship or affiliation with, will not be directly and materially affected by the exercise of their functions in relation to the matter.
- 3.3 The following interests will not give rise to conflicts of interest for the purposes of clause 3.1:
- (a) personal or political views,
 - (b) religious beliefs or affiliations,
 - (c) political relationships or affiliations,
 - (d) participation in political activities or an affiliation with an organisation that engages in political activities, advocacy or campaigning,
 - (e) a political office held at a different level of Government,
 - (f) employment in the office of a State or Federal Minister unless the councillor has had a direct involvement in the particular matter before the council in the course of their employment,
 - (g) a relationship with a person that a reasonable person, knowing the relevant facts, would not regard as being very close,
 - (h) an affiliation with or membership of an organisation unless the councillor is a member of the governing body or management of the organisation,
 - (i) voluntary work with community organisations that is not remunerated,
 - (j) the exercise of their functions as a councillor,
 - (k) membership of an external body as the council's representative, unless the interests of the council and the external body are potentially in conflict in relation to the matter the council is dealing with.

Note: Councillors are elected from and by the local community to bring to the council's decision-making process their knowledge of human affairs, community activities, and community priorities acquired as a member of that community and through their participation in community activities - often through their involvement in sporting, educational, religious, charitable and benevolent organisations. Likewise, simply knowing someone or having social interaction with a person that a councillor knows in the local community is not regarded as a "very close relationship".

Councillors should be able to apply that knowledge to the decision-making of council, provided those decisions are not improperly influenced by either pecuniary or private interests that place a private interest ahead of the public interest.

What is a pecuniary interest?

- 3.4 Councillors will have a pecuniary interest in a matter they are dealing with where there is a reasonable likelihood or expectation of appreciable financial gain or loss to:
- (a) the councillor,
 - (b) the councillor's relative,
 - (c) the councillor's partner or employer, or
 - (d) a company or other body of which the councillor, or their nominee, partner or employer, is a shareholder or member.
- 3.5 A councillor will not have a pecuniary interest in relation to a person referred to in paragraphs (b) to (d) of clause 3.4:
- (a) if they are unaware of the relevant pecuniary interest, or
 - (b) the person is a member of, or is employed by a council or a statutory body, or is employed by the Crown, or
 - (c) the person is a member of, or a delegate of a council to, a company or other body that has a pecuniary interest in the matter, so long as the person has no beneficial interest in any shares of the company or body.
- 3.6 Councillors will not have a pecuniary interest in a matter if the relevant interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision they might make in relation to the matter.

Conflicts of interest arising from the receipt of a political donation

- 3.7 If a councillor has received or knowingly benefitted from a political donation of or above \$1,000 made by a donor in New South Wales or in another jurisdiction in the previous four years, they will have a conflict of interest in any matter the donor has before the council.

Applying the conflict of interest test

- 3.8 When determining whether a councillor has a conflict of interest in a matter for the purposes of clause 3.1, the following questions will be relevant:
- (a) Does the councillor or a person referred to in clause 3.4 have a pecuniary interest in the matter for the purposes of that clause?**
- If the answer to this question is yes, the councillor will have a conflict of interest in the matter for the purposes of clause 3.1.
- (b) Does the councillor have a private interest in the matter that will be directly and materially affected by a decision in relation to the matter?**
- If so, would a reasonable person, with knowledge of all the relevant facts, perceive that the councillor could be improperly influenced by that interest when dealing with the matter?**
- If the answer to both these questions is yes, unless the affected interest is of a type referred to in clause 3.3, the councillor will have a conflict of interest in the matter for the purposes of clause 3.1.
- (c) Considering paragraphs (g) and (h) of clause 3.3, does the councillor have a very close relationship or affiliation, with a person or organisation whose interests will be directly and materially affected by a decision in relation to the matter?**
- If so, would a reasonable person, with knowledge of all the relevant facts, perceive that the councillor could be improperly influenced by that relationship or affiliation when dealing with the matter?**
- If the answer to both these questions is yes, unless the affected interest is of a type referred to in clause 3.3, the councillor will have a conflict of interest in the matter for the purposes of clause 3.1.
- (d) Is the affected interest one of the types referred to in clause 3.3?**
- If the answer to this question is yes, the councillor will not have a conflict of interest in the matter for the purposes of clause 3.1.
- (e) Has the councillor received or knowingly benefitted from a political donation of or above \$1,000 in New South Wales or in another jurisdiction in the previous four years from the person who has the matter before the council?**
- If the answer to this question is yes, the councillor will have a conflict of interest in the matter for the purposes of clause 3.1.

Management of conflicts of interest

- 3.9 If a councillor has a conflict of interest in any matter being considered at a council or committee meeting, they must disclose the nature of the interest to the meeting as soon as

- practicable and must not be present at any time while the matter is being considered or vote on the matter, nor discuss the matter with another councillor.
- 3.10 A disclosure made at a meeting of the council or a council committee must be recorded in the minutes of the meeting.
- 3.11 A councillor is not prevented from being present at and taking part in a meeting at which a matter is being considered, or from voting on the matter, merely because they have an interest in the matter of a kind referred to in clause 3.16.
- 3.12 A councillor will not breach clause 3.9 if they did not know, and could not reasonably be expected to have known, that the matter under consideration at the meeting was a matter in which they had a conflict of interest.
- 3.13 Despite clause 3.9, a councillor may participate in a decision to delegate consideration of a matter in which they have a conflict of interest to another body or person.
- 3.14 A councillor must also disclose conflicts of interests they have in any matters they deal with outside of council and committee meetings in writing to the general manager as soon as practicable by identifying the nature of the interest.
- 3.15 Where a councillor has a conflict of interest in a matter that arises outside of a council or committee meeting, they must not have any involvement in the matter but may refer the matter to another councillor or to the general manager. A councillor should not seek to influence any action by the person the matter is referred to.

What interests do not have to be disclosed?

- 3.16 A councillor does not have to disclose the following interests for the purposes of this Part:
- (a) their interest as an elector,
 - (b) their interest as a ratepayer or person liable to pay a charge,
 - (c) an interest they have in any matter relating to the terms on which the provision of a service or the supply of goods or commodities is offered to the public generally, or to a section of the public that includes persons who are not subject to this code,
 - (d) an interest they have in any matter relating to the terms on which the provision of a service or the supply of goods or commodities is offered to their relative by the council in the same manner and subject to the same conditions as apply to persons who are not subject to this code,
 - (e) an interest they have relating to a contract, proposed contract or other matter, if the interest arises only because of a beneficial interest in shares in a company that does not exceed 10 per cent of the voting rights in the company,
 - (f) an interest they have arising from the proposed making by the council of an agreement between the council and a corporation, association or partnership, being a corporation, association or partnership that has more than 25 members, if the interest arises because their relative is a shareholder (but not a director) of the corporation, or is a

member (but not a member of the committee) of the association, or is a partner of the partnership,

- (g) an interest they have arising from the making by the council of any contract or agreement with their relative, but only if the proposed contract or agreement is similar in terms and conditions to such contracts and agreements as have been made, or as are proposed to be made, by the council in respect of similar matters with other residents of the area,
- (h) an interest relating to the payment of fees to councillors (including the mayor and deputy mayor),
- (i) an interest relating to the payment of expenses and the provision of facilities to councillors (including the mayor and deputy mayor) in accordance with a policy under section 252 of the LGA,
- (j) an interest arising from the payment of the remuneration of a council employee who is a councillor's relative,
- (k) an interest arising from being covered by, or a proposal to be covered by, indemnity insurance as a councillor,
- (l) an interest arising from an appointment to a body as a representative or delegate of the council, whether or not a fee or other recompense is payable.

Avoidance of loss of quorum as a result of compliance with this Part

- 3.17 A councillor may participate in the consideration of a matter at a meeting in which they have a conflict of interest for the purposes of this Part if:
- (a) the matter is a proposal relating to:
 - (i) the making of a principal environmental planning instrument applying to the whole or a significant portion of the council's area, or
 - (ii) the amendment, alteration or repeal of an environmental planning instrument where the amendment, alteration or repeal applies to the whole or a significant portion of the council's area, and
 - (b) the conflict of interest arises only because of an interest the councillor or another person have/has in their principal place of residence, and
 - (c) the councillor discloses the interest they have in the matter that would otherwise have precluded their participation in consideration of the matter under this Part in writing before the commencement of the meeting.
- 3.18 A written disclosure made under clause 3.17(c) must be laid on the table at the meeting as soon as practicable after the disclosure is made and the council notified of the disclosure at the meeting. The information contained in the disclosure is to be recorded in the minutes of the meeting.

- 3.19 The Minister for Local Government may, conditionally or unconditionally, allow a councillor who is precluded from participating in the consideration of a matter because of a conflict of interest to take part in the consideration of the matter if the Minister is of the opinion:
- (a) that the number of councillors prevented from voting would be so great a proportion of the whole as to impede the transaction of business, or
 - (b) that it is in the interests of the electors for the area to do so.

Note: Clause 3.19 reflects the power conferred on the Minister under section 370A of the LGA to permit councillors with a pecuniary interest in a matter to participate in consideration and voting on the matter in certain circumstances and expands that power to include all types of conflicts of interest.

- 3.20 Where the Minister exempts a councillor from complying with a requirement under this Part under clause 3.19, they must still disclose any interests they have in the matter the exemption applies to in accordance with this code.

Disclosure of interests in written returns

- 3.21 Within 1 month of their election, a councillor must lodge an interest disclosure return with the general manager in the form set out in Schedule 2 to this code containing the disclosures required by Schedule 1.
- 3.22 A councillor must lodge a further interest disclosure return with the general manager within 1 month if:
- (a) a matter disclosed, or required to be disclosed by Schedule 1 changes, or
 - (b) a matter required to be disclosed by Schedule 1 arises, or
 - (c) they become aware of a mistake in an interest disclosure return they have lodged.
- 3.23 When lodging a further interest disclosure return under clause 3.22 about a matter or mistake, a councillor must complete only the part of the interest disclosure return that relates to the matter or mistake.
- 3.24 A councillor may also lodge an interest disclosure return with the general manager if they wish to make a discretionary disclosure.
- 3.25 A councillor must not lodge an interest disclosure return that they know or ought reasonably to know is false or misleading in a material particular.
- 3.26 The general manager must keep an electronic register of the disclosures made by councillors under clauses 3.21, 3.22 and 3.24 and update the register as soon as practicable after an interest disclosure return is lodged.
- 3.27 The register is to be kept in 2 parts, being:
- (a) a part (the publicly available part) containing disclosures relating to councillors made in Part A of an interest disclosure return,

- (b) a part (the confidential part) containing disclosures made in Part B of an interest disclosure return relating to the addresses of parcels of real property relating to councillors that are the principal or secondary places of residence of a councillor or a relative or tenanted real property.
- 3.28 The general manager must publish a searchable copy of the publicly available part of the register on council's website.
- 3.29 The confidential part of the register must be kept confidential to protect the privacy and safety of persons occupying real property required to be disclosed under this code.
- 3.30 A councillor must, within 1 month of each 30 June, lodge an annual declaration with the general manager in the form set out in Schedule 3 to this code, stating that the register as at 30 June, to the best of their knowledge:
 - (a) accurately compiles the information lodged in their interest disclosure returns, and
 - (b) contains all the information required to be disclosed under Schedule 1 of this code.
- 3.31 A councillor is not required to lodge an annual declaration with the general manager under clause 3.30 if they lodged their first interest disclosure return under clause 3.21 in the 6 months before 30 June in the same year.

Personal dealings with council

- 3.32 A councillor may have reason to deal with the council in their personal capacity (for example, as a ratepayer, recipient of a council service or applicant for a development consent granted by council). A councillor must undertake any personal dealings they have with the council in a manner that is consistent with the way other members of the community deal with the council.
- 3.33 A councillor must not expect or request preferential treatment from the council in relation to any matter in which they have a private interest because of their position.

Part 4.

Personal benefits

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What is a gift or benefit?

- 4.1 For the purposes of this Part, a gift or a benefit is something offered to or received by a councillor, or someone personally associated with them, for personal use and enjoyment.
- 4.2 A reference to a gift, benefit or hospitality in this Part does not include:
- (a) items or hospitality of token value,
 - (b) a political donation for the purposes of the Electoral Funding Act 2018,
 - (c) a gift provided to the council as part of a cultural exchange or sister-city relationship that is not converted for the personal use or enjoyment of a councillor or someone personally associated with them,
 - (d) a benefit or facility provided to a councillor by the council,
 - (e) attendance by a councillor at a councillor-related event or function substantially in their capacity as a councillor, or
 - (f) free or subsidised meals, beverages or refreshments provided to councillors in conjunction with the performance of their official duties such as, but not limited to:
 - (i) the discussion of official business,
 - (ii) councillor-related events, (whether council-sponsored or a community event), training, education sessions or workshops,
 - (iii) conferences,
 - (iv) council functions or events,
 - (v) social functions organised by community groups such as, but not limited to, sporting, social, religious, cultural, political, educational or business organisations.

How are offers of gifts and benefits to be dealt with?

- 4.3 A councillor may be offered gifts, hospitality and other benefits. While gifts, hospitality and other benefits may be offered as an expression of gratitude, they may also be offered to improperly influence a councillor in the exercise of their functions.
- 4.4 A councillor must not:
- (a) intentionally solicit any gift, benefit or hospitality,
 - (b) accept any gift, benefit or hospitality that may create a sense of obligation or that may be perceived to be intended or likely to influence them in carrying out their functions,
 - (c) accept gifts, benefits or hospitality with a market value that exceeds \$300,
 - (d) accept an offer of cash or a cash-like gift, regardless of the amount,

- (e) accept a gift, benefit or hospitality from a property developer within the meaning of Division 7 of Part 3 of the Electoral Funding Act 2018 or a close associate of a property developer within the meaning of section 53 of that Act.
- 4.5 Where a councillor receives a gift, benefit or hospitality of any value other than one referred to in clause 4.2, they must disclose this promptly to the general manager in writing, in a form agreed to between the councillor and the general manager.
- 4.6 Where a councillor receives a gift or benefit that exceeds \$300 in value that cannot reasonably be refused or returned without causing offence, they must donate the gift or benefit to a charity, or benevolent institution, or a community not for profit organisation, or surrender it to the council, (unless the nature of the gift or benefit makes this impractical), and report the action they have taken to the general manager in writing.

Improper and undue influence

- 4.7 A councillor must not use their position to obtain a personal benefit for themselves or seek to improperly influence another council official to obtain a private benefit for themselves or for someone else.

Part 5.

Interactions with council staff

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Councillor interaction with staff

- 5.1 A councillor must not:
- (a) direct council staff other than by giving appropriate direction to the general manager by way of council or committee resolution, or by the mayor exercising their functions under section 226 of the LGA or any other functions delegated to them by the council,
 - (b) seek to improperly or unlawfully influence a member of staff or a delegate of the council in the exercise of their functions,
 - (c) improperly contact a member of staff of the council on council-related business unless in accordance with the policy and procedures governing the interaction of councillors and council staff approved by the council in consultation with the general manager,
 - (d) contact or issue instructions to any of the council's contractors, including the council's legal advisers, unless by the mayor exercising their functions under section 226 of the LGA or any other functions delegated to them by the council.
- 5.2 Clause 5.1 does not apply to an administrator who has been appointed to the council where they are lawfully exercising their functions under the LGA.
- 5.3 Despite clause 5.1, a councillor may contact the council's external auditor or the chair of the council's audit risk and improvement committee to provide information reasonably necessary for the external auditor or the audit, risk and improvement committee to effectively perform their functions.

Part 6.

Access to information and resources

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Councillors' access to information

- 6.1 The mayor and general manager must ensure councillors receive all the information necessary to effectively perform their official functions.
- 6.2 Councillors who have a private interest only in council information have the same rights of access to that information as any member of the public.
- 6.3 Subject to clause 6.4, information provided to a councillor in the performance of their official functions must also be made available to any other councillor who requests it and must be provided to all councillors if it concerns a matter being considered at a meeting of the council or a council committee.
- 6.4 A councillor who has a conflict of interest in a matter the council is dealing with must not request or be provided with information relating to that matter unless the information is otherwise available to members of the public or where it is requested in accordance with clause 6.2.
- 6.5 Where the mayor, general manager or a member of staff refuses to provide information requested by a councillor, they must give reasons for their decision in writing.
- 6.6 Councillors must:
 - (a) only access council information that is not otherwise publicly available that is needed to perform their official functions,
 - (b) not use council information that is not otherwise publicly available for private purposes,
 - (c) not seek or obtain, either directly or indirectly, any financial benefit or other unlawful or improper advantage for themselves, or any other person or body, from any information to which they have access by virtue of their office with council,
 - (d) only release council information that is not otherwise publicly available in accordance with established council policies and procedures and in compliance with relevant legislation or according to law,
 - (e) only use confidential information for the purpose for which it is intended to be used,
 - (f) not permit the disclosure or improper use of confidential information in their possession,
 - (g) not intentionally disclose any confidential information discussed in a closed part of a council or committee meeting or any other confidential forum unless the information has previously been made publicly available by the council.

Personal information

- 6.7 When dealing with personal information a councillor must comply with:
 - (a) the Privacy and Personal Information Protection Act 1998,
 - (b) the Health Records and Information Privacy Act 2002,

- (c) the Information Protection Principles and Health Privacy Principles,
- (d) the council's privacy management plan,
- (e) the Privacy Code of Practice for Local Government.

Use of council resources

- 6.8 A councillor may use council resources provided for their civic duties as determined by the councillor.
- 6.9 Intermingling of council and private use of resources cannot always be easily avoided. Private use of resources can only occur if it is incidental to civic use.
- 6.10 The council may recover the cost of private use from a councillor should the council determine to do so.
- 6.11 A councillor must not improperly permit the misuse of council resources by any other person or body.
- 6.12 Despite clause 6.8, a councillor must not use council resources (including council staff), property or facilities for the purpose of assisting an election campaign unless the resources, property or facilities are otherwise available for use or hire by the public and any publicly advertised fee is paid for use of the resources, property or facility.

Internet access

- 6.13 A councillor must not use council devices contrary to law or council policies.

Council record keeping

- 6.14 A councillor should be mindful of their obligation to manage all information created, sent and received in accordance with the requirements of the *State Records Act 1998*.
- 6.15 A councillor must not destroy, alter, or dispose of council information or records contrary to the requirements of the *State Records Act 1998*.

Councillor access to council buildings

- 6.16 Councillors are entitled to have access to the council chamber, committee rooms, councillors' rooms, and other areas that the council may from time to time determine.
- 6.17 Councillors other than the mayor must only enter staff-only areas of council buildings where permitted to do so by the policy and procedures governing the interaction of

councillors and council staff approved by the council in consultation with the general manager.

- 6.18 Clause 6.17 does not apply to an administrator who has been appointed to the council where they are lawfully exercising their functions under the LGA.

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Part 7.

Maintaining the integrity of
this code

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Complaints made for an improper purpose

- 7.1 A councillor must not make or threaten to make a complaint or cause a complaint to be made alleging a breach of this code for an improper purpose.
- 7.2 For the purposes of clause 7.1, a complaint is made for an improper purpose where it is trivial, frivolous, vexatious or not made in good faith, or where it otherwise lacks merit and has been made substantially for one or more of the following purposes:
- (a) to bully, intimidate or harass another council official,
 - (b) to damage another council official's reputation,
 - (c) to obtain a political advantage,
 - (d) to influence the council or a council official in the exercise of their functions or to prevent or disrupt the exercise of those functions,
 - (e) to avoid disciplinary action,
 - (f) to take reprisal action against a person who has made a complaint alleging a breach of this code or who has dealt with a complaint.
- 7.3 A breach of clause 7.1 may constitute "misconduct" for the purposes of the LGA. Section 435(2) of the LGA allows the Departmental Chief Executive of OLG to surcharge a councillor, the general manager or any other member of staff the amount of any deficiency or loss incurred by the council as a consequence of their making a complaint for an improper purpose in breach of clause 7.1.

Disclosure of information about code of conduct complaints

- 7.4 All allegations of breaches of this code or the code of conduct for council staff, delegates and committee members must be made and dealt with in accordance with the applicable procedures. A councillor should not allege breaches of this code or the code of conduct for council staff, delegates and committee members other than by way of a complaint made or initiated under the applicable procedures.
- 7.5 A councillor must not disclose or publish information about alleged code of conduct breaches until such time as they have been determined in accordance with the applicable procedures except for the purposes of seeking legal advice or in accordance with the law.
- 7.6 Nothing under this Part prevents a person from making a public interest disclosure to an appropriate public authority or investigative authority under the *Public Interest Disclosures Act 2022*.

Schedule 1.

Interests and other
matters to be disclosed in
an interest disclosure
return

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Part 1 Preliminary

1.1 Interpretation

- (a) A reference in this Schedule to a disclosure about real property, income, a corporation or another thing includes a reference to a disclosure about real property situated, income derived, a corporation incorporated, or another thing arising or received outside New South Wales.
- (b) For this Schedule, gifts or contributions to travel given, loans made, or goods or services supplied to a councillor by two or more corporations that are, for section 50 of the *Corporations Act 2001* of the Commonwealth, related to each other, are taken to have been given, made or supplied by a single corporation.
- (c) A reference in this Schedule to a description that is reasonably sufficient to identify a matter is a reference to a description that would enable a reasonable person to identify the nature or kind of matter.

1.2 Dictionary

For the purposes of the schedules to this code, the following terms have the following meanings:

address	in relation to a person other than a corporation, the last residential or business address of the person known to the councillor disclosing the address, or in relation to a corporation, the address of the registered office of the corporation in New South Wales or, if there is no office in New South Wales, the address of the principal office of the corporation in the place in which it is incorporated, or in relation to real property, the street address of the property.
debt	a debt arising from a loan of money or the supply of goods or services.

disposition of property	a conveyance, transfer, assignment, settlement, delivery, payment or other alienation of property, and includes the following: (a) the allotment of shares in a company, (b) the creation of a trust in relation to property, (c) the grant or creation of a lease, mortgage, charge, easement, licence, power, partnership or interest in relation to property, (d) the release, discharge, surrender, forfeiture or abandonment, at law or in equity, of a debt, contract or chose in action, or of an interest in relation to property, (e) the exercise by a person of a general power of appointment over property in favour of another person, (f) a transaction entered into by a person with the intent to diminish, directly or indirectly, the value of the person's own property and to increase the value of the property of another person.
donor	a person who makes a gift.
gift	a disposition of property by a person to another person, otherwise than by will, that is a disposition without consideration in money or money's worth or with inadequate consideration but does not include a financial or other contribution to travel.
immediate family member	the spouse, de facto partner or a dependent child of the person making a return.
income	assessable income within the meaning of the <i>Income Tax Assessment Act 1936</i> of the Commonwealth or the <i>Income Tax Assessment Act 1997</i> of the Commonwealth but does not include the payment of a councillor's fee, or an expense or facility under the LGA.
interest	(a) in relation to property, an estate, interest, right or power, whether at law or in equity, in or over the property, or (b) in relation to a corporation, a relevant interest, within the meaning of the <i>Corporations Act 2001</i> of the Commonwealth, in securities issued or made available by the corporation.
listed corporation	a listed corporation within the meaning of the <i>Corporations Act 2001</i> of the Commonwealth
occupation	includes a trade, profession or vocation

political party	a body or organisation, whether incorporated or unincorporated, having as one of its objects or activities the promotion of the election of a candidate or candidates endorsed by it or by a body or organisation of which it forms part.
professional or business association	a body or organisation, whether incorporated or unincorporated, having as one of its objects or activities the promotion of the economic interests of its members in an occupation.
property	includes money.
relative	has the same meaning as in the dictionary to this code.
securities	has the same meaning as in section 92(1) of the <i>Corporations Act 2001</i> of the Commonwealth.
tenanted	occupied under a residential tenancy agreement.
tenanted real property	a parcel of real property that is occupied by a tenant under a residential tenancy agreement.
travel	includes accommodation incidental to a journey.
water access licence	an access licence within the meaning of the <i>Water Management Act 2000</i> .

Part 2 General disclosures

2.1 Real property

- (a) A councillor must disclose:
 - (i) the address of each parcel of real property, in or outside of Australia, in which they have an interest, and
 - (ii) the nature of the interest in the parcel of real property.
- (b) A councillor may provide the following information about a parcel of real property in which they have an interest as an alternative to disclosing the address of the parcel if the parcel is used by them or a relative for residential purposes or it is tenanted:
 - (i) a statement that the parcel is, for the councillor or their relative, the principal place of residence, or a secondary place of residence, or
 - (ii) a statement that the parcel is tenanted, and
 - (iii) the location of the parcel by suburb or area.
- (c) If a councillor discloses the location of a parcel of real property in which they have an interest by suburb or area instead of the address, they must disclose the address of the parcel in Part B of the interest disclosure return.

- (d) A councillor is not required to disclose an interest in a parcel of real property if:
 - (i) they have the interest only in their capacity as the executor or administrator of the estate of a deceased person, and they are not a beneficiary under the will or intestacy, or
 - (ii) they have the interest only in their capacity as a trustee, and acquired the interest in the ordinary course of their occupation that is not related to their duties as a councillor, or
 - (iii) the interest in the parcel of real property is disclosed under clause 2.2 of this schedule.

2.2 Trusts

- (a) A councillor must disclose a trust if they or an immediate family member has a beneficial interest in the trust, including a mere expectancy as a beneficiary of a discretionary trust, or are a trustee of the trust.
- (b) The following information must be disclosed about the trust:
 - (i) the name of the trust,
 - (ii) a description of the activities of the trust,
 - (iii) the nature of the interest the councillor or their immediate family member has in the trust,
 - (iv) the interests held by the trust, including interests in real property and investments.
- (c) A councillor is not required to disclose a trust if they or their immediate family member are a trustee:
 - (i) as the executor or administrator of the estate of a deceased person and are not a beneficiary under the will or intestacy, or
 - (ii) in the ordinary course of their occupation that is not related to the councillor's duties as a councillor.
- (d) To avoid doubt:
 - (i) trusts that are superannuation funds, whether public or self-managed, and listed investment trusts must be disclosed under this clause, but
 - (ii) for a public superannuation fund where the councillor or their immediate family member has not elected to invest the interest in particular assets or classes of assets, a councillor is not required to disclose a description of the activities of the trust under paragraph (b)(ii) or the interests held by the trust under paragraph (b)(iv).
- (e) A councillor may give the following information about a parcel of real property in which a trust has an interest as an alternative to disclosing the address of the parcel if the parcel is used by them or a relative for residential purposes or is tenanted:
 - (i) a statement that the parcel is, for the councillor or their relative the principal place of residence, or a secondary place of residence, or
 - (ii) a statement that the parcel is tenanted, and

- (iii) the location of the parcel by suburb or area.
- (f) If a councillor discloses the location of a parcel of real property in which a trust has an interest instead of disclosing the address, they must disclose the address of the parcel in Part B of the interest disclosure return.

2.3 Interests and positions in corporations

- (a) A councillor must disclose the following:
 - (i) the name and address of each corporation in which they have an interest or hold a position, whether remunerated or not,
 - (ii) the nature of the interest, or a description of the position held, in each named corporation,
 - (iii) except for a listed corporation, a description of the principal objects of each named corporation.
- (b) A councillor is not required to disclose an interest or position held in a corporation if the corporation is:
 - (i) formed to provide recreation or amusement, to promote commerce, industry, art, science, religion or charity or for another community purpose, and
 - (ii) required to apply its profits, if any, or other income in promoting its objects, and
 - (iii) prohibited from paying dividends to its members.
- (c) A councillor is not required to disclose a matter they would otherwise be required to disclose under this clause if they have already made a disclosure about the matter when making a disclosure for another clause in this Schedule.

2.4 Positions in trade unions and professional or business associations

- (a) A councillor must disclose:
 - (i) the name of each trade union and each professional or business association in which they hold a position, whether remunerated or not, and
 - (ii) a description of the position held in each named union or association.

2.5 Debts

- (a) A councillor must disclose the name and address of each person to whom they are liable to pay a debt.
- (b) A councillor must disclose a liability to pay a debt whether or not the amount, or a part of the amount, to be paid is immediately due and payable or is due and payable at another time.
- (c) A councillor is not required to disclose a liability to pay a debt if the amount to be paid is not greater than \$500 during the current term of council unless:
 - (i) the debt is one of two or more debts they are liable to pay to one person, and the amounts to be paid are greater than \$500 in total, or
 - (ii) they are liable to pay the debt to a relative, or

- (iii) for a debt arising from a loan of money, they are liable to pay the debt to a bank, building society, credit union or other person whose ordinary business includes lending money, and the loan was made in the ordinary course of business of the lender, or
- (iv) for a debt arising from the supply of goods or services, if the period since the goods or services were supplied is not greater than 12 months, or the goods or services were supplied in the ordinary course of the councillor's occupation that is not related to their duties as a councillor.

2.6 Sources of income

- (a) A councillor must disclose the following sources of income exceeding \$500 in a financial year:
 - (i) each source of income they have received since the last ordinary council election,
 - (ii) each source of income they reasonably expect to receive during the remainder of the council term.
- (b) In paragraph (a), a reference to each source of income is a reference to:
 - (i) for income from being an employee of another person, including an employee of a corporation:
 - I. the name of the occupation in which the councillor is engaged, and
 - II. a description that is reasonably sufficient to identify the kinds of services provided, or to be provided, for the income, and
 - III. the name and address of the councillor's employer, and
 - (ii) for income from being the holder of another office, including the holder of an office in a corporation or other body:
 - I. the name or title of the office the councillor holds, and
 - II. a description that is reasonably sufficient to identify the kinds of services provided, or to be provided, for the income, and
 - III. for an office held in a corporation or other body, the name and address of the corporation or body, and
 - (iii) for income from a partnership the councillor has entered into with other persons:
 - I. the name of the occupation, if any, in which the councillor is engaged, and
 - II. a description that is reasonably sufficient to identify the kinds of services provided, or to be provided, for the income, and
 - III. the name, if any, under which, and the address from which, the partnership is conducted, and
 - (iv) for income for a service provided under another kind of contract, agreement or arrangement:
 - I. the name of the occupation, if any, in which the councillor is engaged, and

- II. a description that is reasonably sufficient to identify the service provided, and
- III. the name and address of the person from whom the income was, or is reasonably expected to be, received, and
- (v) for income from a trust, the name and address of the settlor and the trustee, and
- (vi) for other income, a description that is reasonably sufficient to identify the person from whom, or the circumstances in which, the income was, or is reasonably expected to be, received.
- (c) Without limiting paragraph (b), a disclosure required by paragraph (a) must include a description that is reasonably sufficient to identify the business carried on by the employer, body or other party to the contract or agreement if:
 - (i) the source of income was, or is reasonably expected to be, received:
 - I. from the councillor's employer, including if the employer is a corporation, or
 - II. for an office the councillor holds in a body, including if the body is a corporation, or
 - III. under a contract or another agreement, and
 - (ii) the councillor knows the source of income was, or is reasonably expected to be, received for the provision of a service involving the use of their position as a councillor.

2.7 Gifts

- (a) A councillor must disclose a description of each gift they have received and the name and address of the donor of each gift.
- (b) A councillor is not required to disclose a gift if:
 - (i) the amount of the gift was not greater than \$500, unless the gift was one of two or more gifts made by one person during a 12-month period, and the amount of the gifts was greater than \$500 in total, or
 - (ii) the gift was a political donation disclosed, or required to be disclosed, under Part 3 of the Electoral Funding Act 2018, or
 - (iii) the donor was the councillor's relative.
- (c) For this clause, the amount of a gift comprising property other than money is an amount equal to the value of the property.

2.8 Contributions to travel

- (a) A councillor must disclose:
 - (i) the name and address of each person who made a financial or other contribution to travel they have undertaken during the current council term, and
 - (ii) the dates on which the travel was undertaken, and
 - (iii) the name of each State, Territory and foreign country in which the travel was undertaken.

- (b) A councillor is not required to disclose a financial or other contribution to travel they have undertaken if:
 - (i) the contribution was made by the council for purposes related to the councillor's duties as a councillor, or
 - (ii) the contribution was made from public funds, including a contribution arising from travel on free passes issued under an Act or from travel in government vehicles, or
 - (iii) the contribution was made by a relative, or
 - (iv) the contribution was made in the ordinary course of the councillor's occupation that is not related to their duties as a councillor, or
 - (v) the amount of the contribution was not greater than \$250, unless the contribution was one of two or more contributions made by one person during a 12-month period, and the amount of the contributions was greater than \$250 in total, or
 - (vi) the contribution was a political donation disclosed, or required to be disclosed, under Part 3 of the Electoral Funding Act 2018, or
 - (vii) the contribution was made by a political party the councillor is a member of, and the travel was undertaken for the political activity of the party in New South Wales, or to enable the councillor to represent the party in Australia.
- (c) For this clause, the amount of a contribution, other than a financial contribution, is an amount equal to the value of the contribution.

2.9 Dispositions of certain interests

- (a) A councillor must disclose particulars of each disposition of a relevant interest by them if they kept, wholly or in part the use and benefit of the interest, or the right to reacquire the interest at a later time.
- (b) A councillor must disclose particulars of each disposition of property by another person under arrangements made by them if they kept, wholly or in part, the use and benefit of the property.
- (c) In this clause, a "relevant interest" means an interest the councillor has that would, but for the disposition of the interest, be required to be disclosed under this code.

2.10 Water access licences

- (a) A councillor must disclose the water access licence number of each water access licence in which they have an interest, and the nature of the interest in the water access licence.
- (b) A councillor is not required to disclose an interest in a water access licence if they have the interest only in their capacity as the executor or administrator of the estate of a deceased person, and they are not a beneficiary under the will or intestacy.

2.11 Interests as a property developer or a close associate of a property developer

- (a) A councillor must disclose whether they are a property developer, or a close associate of a corporation that, or an individual who, is a property developer.

(b) In this clause:

- (i) “close associate”, in relation to a corporation or an individual, has the same meaning as in section 53 of the Electoral Funding Act 2018, and
- (ii) “property developer” has the same meaning as in Division 7 of Part 3 of the Electoral Funding Act 2018.

Part 3 Discretionary disclosures

3.1 Discretionary disclosures generally

- (a) A councillor may, at their discretion, disclose in an interest disclosure return a direct or indirect benefit, advantage, liability or other matter, whether pecuniary or not, that:
 - (i) is not required to be disclosed by another provision in this schedule, and they consider may appear to raise a conflict between their private interest and their public duty as a councillor, or
 - (ii) otherwise wish to disclose.

Schedule 2.

Interest disclosure return form

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Important information

The information collected in this return will be kept by the general manager in an electronic register in two parts:

- a publicly available part containing disclosures made in Part A of the return, and
- a confidential part containing disclosures made in Part B of the return relating to addresses of parcels of real property used by you or a relative for residential purposes or that are tenanted.

A searchable copy of the publicly available part of the register will be published on council's website. The confidential part of the register must be kept confidential to protect the privacy and safety of persons occupying real property disclosed in the return.

You have an obligation to keep the information contained in this return up to date. You must lodge a further interest disclosure return with the general manager within 1 month if:

- a matter disclosed, or required to be disclosed in the return changes, or
- a matter required to be disclosed in the return arises, or
- you become aware of a mistake in an interest disclosure return you have lodged.

You may also lodge an interest disclosure return with the general manager if you wish to make a discretionary disclosure.

When lodging a further interest disclosure return, you must complete only the part of the interest disclosure return that relates to the matter or mistake.

You must not lodge an interest disclosure return that you know or ought reasonably to know is false or misleading in a material particular.

Directions

1. This return must be completed using block letters or typed.
2. If there is insufficient space for all the information you are required to disclose, you must attach an appendix which is to be properly identified and signed by you.
3. If there are no relevant interests or other matters of the kind required to be disclosed under a heading in this return, the word "NIL" is to be placed in an appropriate space under that heading.

Disclosure of interests and other matters by:

_____	as at	_____
(full name of councillor)		(return date)

(councillor's signature)

Part A – Disclosures relating to councillor – to be made publicly available

Section 1. Real Property

Address of parcel of real property	Nature of interest

Direction

You may provide the following information about a parcel of real property in which you have an interest as an alternative to disclosing the address of the parcel if the parcel is used by you or a relative for residential purposes or is tenanted:

- a statement that the parcel is, for you or your relative, the principal place of residence, or a secondary place of residence, or
- a statement that the parcel is tenanted, and
- the location of the parcel by suburb or area.

If you disclose the location of the parcel by suburb or area instead of the address, you must disclose the address in Part B of this return

Section 2. Trusts

Name of trust	Description of activities of trust	Nature of interest in trust	Interests held by trust

Direction

You may provide the following information about a parcel of real property in which a trust has an interest as an alternative to disclosing the address of the parcel if the parcel is used by you or your relative for residential purposes or is tenanted:

- a statement that the parcel is, for you or your relative, the principal place of residence, or a secondary place of residence, or
- a statement that the parcel is tenanted, and
- the location of the parcel by suburb or area.

If you disclose the location of the parcel by suburb or area instead of the address, you must disclose the address in Part B of this return.

Section 3. Interests and positions in corporations

Name and address of corporation	Nature of interest or description of position held	Description of principal objects of the corporation, if the corporation is not a listed corporation

Section 4. Positions in trade unions and professional or business associations

Name of union or association and description of position held

Section 5. Debts

Disclosure of information about debts

Section 6. Sources of income

6.1 Income from employment, offices, partnerships and services

Table 6.1.1 Income received as employee

Name of occupation	Description of kinds of services provided	Name and address of employer	Description of business carried on by employer, if services provided relate to your position as a councillor

Table 6.1.2 Income received as a holder of office

Name or title of office and description of kinds of services provided	Name and address of corporation or body, if any, in which office is held	Description of business carried on by entity, if services provided relate to your position as a councillor

Table 6.1.3 Income from partnership

Name of occupation, if any	Description of kinds of services provided	Name and address of partnership	Description of business carried on by partnership, if services provided relate to your position as a councillor

Table 6.1.4 Income from services provided under another contract, agreement or arrangement

Name of occupation, if any, and description of services provided	Name and addresses of parties to contract, agreement or arrangement to provide services	Description of business carried on by other parties, if services provided relate to your position as a councillor

6.2 Income from trust

Name and address of settlor	Name and address of trustee

6.3 Other income

Disclosure of information about other income

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Section 7. Gifts

Description of gift received	Name and address of donor

Section 8. Contributions to travel

Name and address of person who made contribution to travel	Dates of travel	Places of travel (name State, Territory or country)

Section 9. Dispositions of interests

Disclosure of dispositions of interests

Section 10. Water access licenses

Water access license number	Nature of interest

Section 11. Are you a property developer or a close associate of one?

☐ Yes	☐ No
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Section 12. Discretionary disclosures

Disclosures that are discretionary - general

Part B – Disclosures relating to real property that is used for residential purposes or tenanted

Section 1. Real property

Address of parcel of real property	Nature of interest

Direction

If in Part A of this return, you have disclosed the location of a parcel of real property in which you have an interest that is used by you or a relative for residential purposes or that is tenanted by suburb or area as an alternative to disclosing the address of the parcel, you must disclose the address of the parcel in this section.

Section 2. Trusts

Name of trust	Description of activities of trust	Nature of interest in trust	Interests held by trust

Direction

If in Part A of this return, you have disclosed the location of a parcel of real property in which a trust has an interest that is used by you or a relative for residential purposes or that is tenanted by suburb or area as an alternative to disclosing the address of the parcel, you must disclose the address of the parcel in this section.

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Schedule 3.

Annual declaration form

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Annual declaration form

Important information

Councillors have an obligation to continuously update the register of their interests kept by the general manager. The following declaration must be lodged with the general manager within 1 month of each 30 June.

Annual declaration – councillor

The register maintained by the general manager of [insert name of council] as at 30 June this year, to the best of my knowledge:

- (a) accurately compiles the information lodged in my interest disclosure returns, and
- (b) contains all the information required to be disclosed by me under [insert name of council]'s code of conduct.

(full name of councillor)

as at

(declaration date)

(councillor's signature)

Department of Planning, Housing and Infrastructure
Office of Local Government

5 O'Keefe Ave
Nowra NSW 2541

Locked Bag 3015
Nowra NSW 2541.

Office hours:
Monday to Friday
9.00am-4.30pm

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All communications to be addressed to the General Manager
PO Box 249, Coonamble NSW 2829

8 July 2026

Office of Local Government
Department of Planning, Housing and Infrastructure
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By email: olg@olg.nsw.gov.au

Submission – Improving Councillor Accountability: Councillor Conduct Reform Policy Statement (June 2026)

Coonamble Shire Council welcomes the opportunity to provide a submission on the *Councillor Conduct Reform Policy Statement* (June 2026)

Council supports the overall intent of the proposed reforms to deliver a more efficient, transparent and proportionate councillor conduct framework, including centralised complaint management, a structured triage process, and a clearer distinction between unsatisfactory behaviour and serious misconduct.

Council acknowledges that the current framework can be resource-intensive and vulnerable to vexatious or politically motivated complaints and agrees that reform is warranted.

Clarity of definitions

Council strongly supports the introduction of simplified, statutory definitions of 'unsatisfactory behaviour' and 'serious misconduct'. However, the proposed definitions remain high-level and open to interpretation, including concepts such as:

- behaviour outside the norms and expectations of a councillor;
- abuse of the privilege of free political communication; and
- patterns of behaviour indicating misconduct.

While flexibility is necessary, a lack of precision may result in uncertainty, inconsistency, and reliance on subjective judgement.

Council recommends:

- the development of clear supporting guidance and practical examples;
- the inclusion of indicative thresholds distinguishing acceptable political debate, unsatisfactory behaviour, and serious misconduct; and
- alignment with established concepts such as bullying, harassment, and WHS obligations.

Privileges Committee

Council supports the proposed establishment of a peer-based Privileges Committee to consider matters of unsatisfactory behaviour. This approach appropriately reflects the context of political debate and elected office.

Council recommends:

- inclusion of regional and rural representation; and
- clear and consistent procedural guidance to support decision-making.



Centralised complaints model

Council supports the centralisation of complaints through OLG, which is expected to:

- reduce duplication;
- improve consistency; and
- reduce administrative burden on councils.

This reform is particularly beneficial for small rural councils with limited resources.

Cost recovery model

The proposal includes a cost recovery model, whereby councils contribute to the cost of managing conduct complaints.

At this stage, detail is limited regarding cost allocation and potential financial impacts.

Council recommends:

- further consultation on the design of the cost recovery model; and
- consideration of capacity to pay, particularly for rural and remote councils.

Conclusion

Coonamble Shire Council supports the overall direction of the reforms and the need for a modernised conduct framework.

The success of the reforms will depend on:

- clear and practical definitions of misconduct;
- consistent and transparent application; and
- recognition of the challenges faced by regional and rural councils.

Council appreciates the opportunity to provide input and looks forward to continued engagement.

Yours sincerely,

Greg Hill
GENERAL MANAGER



80 Castlereagh Street, Coonamble NSW 2829

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ABN. 19 499 848 443

All communications to be addressed to the General Manager
PO Box 249, Coonamble NSW 2829

8 July 2026

Office of Local Government
Department of Planning, Housing and Infrastructure
Locked Bag 3015
Nowra NSW 2541

By email: olg@olg.nsw.gov.au

Submission – Draft Model Code of Conduct for Councillors (June 2026)

Coonamble Shire Council welcomes the opportunity to comment on the draft *Model Code of Conduct for Councillors* (June 2026).

Council generally supports the updated Model Code, which provides a clear and structured framework for councillor conduct and aligns with contemporary expectations of accountability, integrity and transparency.

General comments

Council considers the revised Code to be clear and practical, particularly in relation to:

- general standards of conduct,
- conflicts of interest,
- gifts and benefits,
- interactions with staff, and
- access to information.

The Code appropriately reinforces councillors' obligations, including the requirement to act lawfully and ethically and avoid misuse of position.

Alignment with current practice

Council notes that the introduction of a dedicated Model Code of Conduct for councillors formalises an approach already adopted by Coonamble Shire Council, which has separate codes for councillors and staff.

This is strongly supported, as it recognises the distinct roles and responsibilities of elected members and staff.

Interaction with new conduct framework

The Code will operate alongside the broader councillor conduct framework, where breaches of the Code may constitute misconduct under the *Local Government Act 1993*.

Council considers there is potential for ambiguity between:

- Code of Conduct breaches,
- unsatisfactory behaviour, and
- serious misconduct.

Need for greater clarity

While the Code defines behaviours such as bullying and harassment, there remains uncertainty about:



- thresholds between minor breaches and misconduct,
- escalation of repeated or cumulative behaviour, and
- the boundary between robust political debate and unacceptable conduct.

Recommendation

Council recommends:

- development of supporting guidance linking the Model Code with the broader conduct framework,
- inclusion of practical examples and case studies demonstrating conduct thresholds, and
- clarification on how repeated minor breaches will be assessed under the new framework.

Rural council considerations

Council notes that in rural communities:

- councillors operate in close-knit settings,
- interactions are more frequent and less formal, and
- access to governance support may be limited.

Council recommends that:

- guidance materials are practical and accessible, and
- targeted training and support is provided for rural councillors.

Complaints for improper purpose

Council supports strengthened provisions addressing complaints made for improper purposes, including vexatious or politically motivated complaints.

These provisions are important to:

- protect councillors,
- reduce misuse of processes, and
- maintain confidence in the conduct framework.

Conclusion

Coonamble Shire Council supports the draft Model Code and considers it an appropriate and workable framework.

To support effective implementation, Council emphasises the importance of:

- clear alignment with the broader conduct reforms,
- improved clarity around conduct thresholds, and
- accessible guidance and support for councillors.

Council appreciates the opportunity to provide input and looks forward to further consultation.

Yours sincerely,

Greg Hill
GENERAL MANAGER

10.9 REVIEW OF AUDIT, RISK AND IMPROVEMENT COMMITTEE (ARIC) MEMBER REMUNERATION

Author: Executive Manager Corporate Governance

Authoriser: General Manager

Annexures: Nil

RECOMMENDATION

That Council:

- 1. Approves an increase in remuneration for ARIC members to:**
 - Chair: \$1,200 per meeting (plus travel costs);**
 - Independent Members: \$1,000 per meeting (plus travel costs); and**
- 2. Applies the revised remuneration rates effective from the next scheduled ARIC meeting.**

EXECUTIVE SUMMARY:

Council currently pays ARIC members \$750 per meeting for independent members and \$1,000 per meeting for the Chair, plus approved costs.

Coonamble Shire Council shares its ARIC with Gilgandra Shire Council. Gilgandra has recently endorsed increased remuneration of \$1,200 per meeting for the Chair and \$1,000 per meeting for independent members.

This report recommends that Council align its remuneration with Gilgandra to ensure consistency across the shared committee, support continued attraction and retention of suitably qualified independent members, and reflect contemporary market expectations.

BACKGROUND

The Audit, Risk and Improvement Committee (ARIC) is a statutory requirement under the *Local Government Act 1993* and associated guidelines. The Committee plays a key role in:

- oversight of financial management and reporting;
- risk management and internal controls;
- governance and compliance; and
- continuous improvement across Council operations.

Coonamble Shire Council participates in a shared ARIC arrangement with Gilgandra Shire Council. Independent members and the Chair are appointed based on skills and experience in governance, finance, audit and risk management.

Remuneration for independent ARIC members is determined by each Council.

REPORT:

Current arrangements

Current remuneration for ARIC members at Coonamble Shire Council is:

- Chair: \$1,000 per meeting plus costs;
- Independent Members: \$750 per meeting plus costs.

Benchmarking and shared committee context

Gilgandra Shire Council, which shares the same ARIC, has recently reviewed and endorsed the following remuneration rates effective from 1 July 2026:

- Chair: \$1,200 per meeting plus travel;
- Independent Members: \$1,000 per meeting plus travel; and
- Annual indexation in line with Local Government remuneration frameworks.

Given that the Committee operates across both Councils with the same membership, differing remuneration arrangements:

- create inconsistency in payment for identical work;
- may create administrative complexity; and
- risk perceptions of inequity between Councils.

Rationale for alignment

Aligning remuneration with Gilgandra will:

- ensure equity and consistency across the shared ARIC;
- support recruitment and retention of suitably qualified independent members;
- recognise the increasing complexity and regulatory expectations associated with ARIC functions; and
- reflect current market benchmarking for local government ARIC roles.

Proposed change

It is proposed that Coonamble Shire Council adopt the same remuneration rates as Gilgandra Shire Council:

- Chair: \$1,200 per meeting;
- Independent Members: \$1,000 per meeting;
- plus reimbursement of reasonable travel and associated costs in accordance with existing practice.

LINK TO THE COMMUNITY STRATEGIC PLAN:

Focus	Strategic Area
Our Community	N/A
Our Economy	N/A
Our Assets	N/A
Our Country	N/A

Our Leadership	Our Ongoing Improvement
-----------------------	-------------------------

SUSTAINABILITY ASSESSMENT:

	Assessment
Social	Positive
Environmental	N/A
Economic	Positive
Governance	Positive

Financial Resource Implications:

The proposed increase represents a modest additional cost to Council.

Assuming approximately 4 ARIC meetings per year:

- Chair increase: \$200 per meeting × 4 = \$800 per annum;
- Independent Members increase: \$250 per member per meeting × 2 members × 4 = \$2,000 per annum;

Estimated total increase: approximately \$2,800 per annum (excluding cost variations).

This cost can be accommodated within Council's existing governance and administration budget.

Policy / Legal and Statutory Implications:

- The establishment of an ARIC is a statutory requirement under section 428A of the *Local Government Act 1993*.
- The *Guidelines for Risk Management and Internal Audit for Local Government NSW* require the appointment of independent and qualified ARIC members.
- Remuneration levels must be sufficient to attract and retain appropriately skilled members to meet these obligations.

There are no adverse legal or policy implications associated with increasing remuneration.

Risk Management – Business Risk/Work Health and Safety / Public:**Business Risk**

- Positive impact: Supports retention of skilled ARIC members and continuity of governance oversight.
- Risk if not approved: Potential difficulty attracting/retaining members and inconsistency within shared committee arrangements.

WHS

- No direct WHS implications identified.

Public/Perception Risk

- Positive: Aligning with another Council demonstrates fairness and consistency.
- Negative (minor): Perception of increased costs; mitigated by modest financial impact and governance benefits.

Options:

1. Adopt proposed increase (recommended)
 - Align remuneration with Gilgandra Shire Council.
 - Ensures consistency across shared ARIC.
 - Supports governance capability.
2. Retain current remuneration
 - No additional cost.
 - May create inconsistency within the shared ARIC.
 - May impact retention or recruitment over time.
3. Partially increase remuneration
 - Increase rates but not fully align with Gilgandra.
 - Reduces cost impact but does not address inconsistency.

Council Seal Required:

No

COMMUNITY ENGAGEMENT AND COMMUNICATION:

Internal Exhibition: No

External Exhibition: No

10.10 MT MAGOMETON QUARRY MONTHLY REPORT

Author: Executive Manager Corporate Governance

Authoriser: General Manager

Annexures: Nil

RECOMMENDATION**That Council:**

- 1. Receive and note the Mt Magometon Quarry Monthly Report for July 2026.**
- 2. Note the quarry sales performance and trends over the past three financial years.**

EXECUTIVE SUMMARY:

Operations at Mt Magometon Quarry remained stable during the reporting period (June 2026), with continued focus on regulatory compliance, safety improvements, and materials management.

The site maintained consistent production and stock availability to support Council and contractor demand, with:

- continued implementation of safety improvements,
- effective stock management across key product lines, and
- ongoing operational oversight supporting efficient quarry performance.

The voluntary closure of the quarry during the 2025/26 financial year had a direct impact on sales performance for the year, resulting in a reduced level of activity compared to previous full financial years.

Sales data indicates:

- lower overall revenue in 2025-26, reflecting the reduced operating period,
- a gradual recovery in activity following reopening, with stronger sales evident during the mid-financial year period, and
- continued reliance on internal works as a key source of demand during the recovery phase.

Despite reduced financial performance relative to prior years, the quarry has maintained operational stability, compliance and strong stock levels, positioning it to support future demand as operations normalise.

BACKGROUND:

The Mt Magometon Quarry provides materials for both internal Council works (roads and infrastructure), and external customers (contractors and public).

Reporting to Council is provided to:

- monitor operational performance;
- track financial outcomes; and
- provide visibility on stock levels and demand trends.

REPORT:

Operational overview (June 2026)

Operations remained stable with continued focus on:

- compliance with environmental and operational obligations;
- safety improvements, including site controls and procedures, and
- efficient materials management and stock availability.

Ongoing operational oversight has supported efficient quarry performance, ensuring material supply to meet both Council and external demand.

Stock position

Total stock on hand: 65,404 tonnes

Material	Tonnes (May 2026)	Tonnes (June 2026)
DGB 20mm	20,305	18,515
20mm Rockfill	12,643	12,282
40mm Rockfill	10,357	9,561
20mm Aggregate	6,441	6,441
7mm Aggregate	4,421	4,908
Crusher Dust	3,504	4,815
Blast Rock	4,998	4,948

Commentary:

- Stock levels remain strong across bulk materials, particularly DGB and rockfill products.
- Lower or depleted stock in some specialised products (e.g. certain DGS lines).
- Overall position supports ongoing operational demand in the short to medium term.

Safety and compliance

Safety remains a priority, with:

- continued improvements to isolation controls, procedures, and site practices, and
- compliance with regulatory requirements maintained throughout the reporting period.

WHS activities

- Management of return-to-work programs and employee wellbeing;

- ongoing drug and alcohol compliance monitoring; and
- regular safety communications aligned with NSW Resources Regulator guidance.

Quarry operations and projects

Key operational issues and activities include:

- deterioration of the Magometon Creek floodway crossing, due to weather and increased truck movements:
 - upgrade works remain in design phase, with funding currently being sought; and
 - interim maintenance measures under consideration.

Environmental and monitoring activities include:

- dust monitoring and silica testing; and
- petrographic analysis.

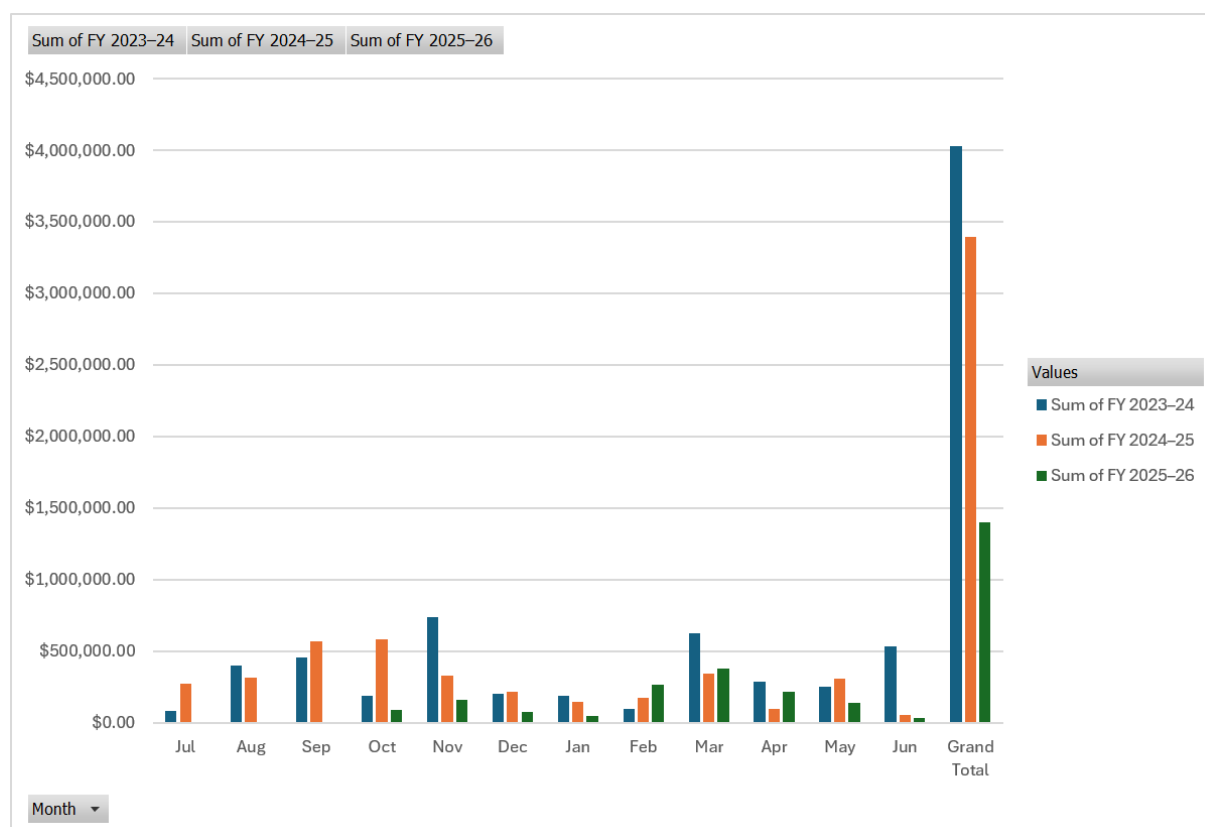
Scheduling of monitoring is to align with crushing operations.

Financial performance – quarry sales performance

Annual sales comparison

Financial year	Public sales (\$)	Internal sales (\$)	Total (\$)
2023-24	2,273,220	1,757,694	4,030,914
2024-25	1,798,633	1,593,521	3,392,154
2025-26	639,658	760,284	1,399,942

Row Labels	Sum of FY 2023-24	Sum of FY 2024-25	Sum of FY 2025-26
Jul	\$83,928.32	\$269,012.82	\$0.00
Aug	\$395,334.30	\$315,209.72	\$0.00
Sep	\$452,480.17	\$565,873.60	\$0.00
Oct	\$184,486.53	\$581,510.76	\$90,864.82
Nov	\$739,542.37	\$326,831.65	\$160,491.01
Dec	\$200,535.99	\$217,723.18	\$74,093.19
Jan	\$187,600.70	\$142,680.72	\$49,341.48
Feb	\$95,265.23	\$172,145.62	\$262,765.87
Mar	\$620,822.94	\$340,246.23	\$374,056.10
Apr	\$288,238.16	\$94,057.80	\$214,850.70
May	\$248,953.09	\$310,078.20	\$138,888.52
Jun	\$533,725.83	\$56,783.87	\$34,590.61
Grand Total	\$4,030,913.63	\$3,392,154.17	\$1,399,942.30



Commentary:

- Total quarry sales have declined over the past three years
- FY2025–26 shows a significant reduction in overall activity
- Public sales have declined more sharply than internal sales
- Internal demand continues to support quarry activity, particularly in infrastructure works

Monthly trend snapshot 2025-26

Month	Total sales (\$)
October 2025	90,865
November 2025	160,491
December 2025	74,093
January 2026	49,341
February 2026	262,766
March 2026	374,056
April 2026	214,851
May 2026	138,889
June 2026 (up to approx. 20 June)	34,591

Commentary:

- Activity peaked in February–March 2026
- Sales declined toward the end of the financial year
- June reflects low activity levels, consistent with operational conditions

Finance and end of financial year activities

During the reporting period:

- quarry stocktake and inventory figures were completed
- coordination of invoice processing and budget cut-off dates undertaken
- stock levels reported across all material categories

Operational focus – next period

The next reporting period will focus on:

- continuing to strengthen safety systems and risk controls;
- maintaining stock balance aligned with demand forecasts;
- supporting ongoing regulatory compliance and reporting obligations; and
- identifying opportunities for operational efficiency improvements

10.11 INFRASTRUCTURE GRANT-NSW RUGBY WORLD CUP LEGACY PROGRAM 2025/26- GULARGAMBONE SPORTSGROUND LIGHTING AND CHANGE ROOMS UPGRADE

Author: General Manager

Authoriser: General Manager

Annexures: 1. NSW Rugby World Cup Legacy Grant Program 2025/26 Funding Agreement [↓](#)
2. Gulargambone Rugby Club -funding disucssion [↓](#)

RECOMMENDATION

Receive and note the report.

- 1. Accept the funding of \$135,200 under the NSW Rugby World Cup Legacy Program 2025/26 for the Gulargambone Sportsground Lighting and Changeroom Upgrade.**
- 2. Endorse a Council cash contribution of \$25,000, funded from the Grant Reserve – Development Fund 2026/27.**
- 3. Note that the Gulargambone Rugby League Club will contribute \$25,000 towards the required co-contribution.**
- 4. Endorse Council acting as the auspice organisation, with the grant funding and Council contribution being provided to the Gulargambone Rugby League Club to deliver the project.**
- 5. Authorise the General Manager to execute all documentation associated with the funding agreement and project delivery.**

EXECUTIVE SUMMARY:

Council has secured \$135,200 through the NSW Rugby World Cup Legacy Program 2025/26 to upgrade lighting and changeroom facilities at Gulargambone Sportsground. The project will improve player amenities, increase evening use of the facility and support participation in community sport. Council will contribute \$25,000, matched by a \$25,000 contribution from the Gulargambone Rugby League Club, with the Club managing project delivery under Council's auspice.

BACKGROUND

In February 2026, Council submitted an application under the NSW Rugby World Cup Legacy Program 2025/26 (Category 1). The application was prepared by Morris and Piper in partnership with Council staff and the Gulargambone Rugby League Club.

The program supports Rugby Australia's and NSW Rugby Union's objectives to increase participation in Rugby Union, particularly among under-represented groups including women and girls, First Nations peoples, people with disability, culturally and linguistically diverse communities and LGBTQIA+ participants.

The proposed project represents the second stage of improvements to Gulargambone Sportsground, following the successful completion of female changerooms, a canteen, baby change facilities and an accessible toilet funded through the Stronger Country Communities Fund.

The project includes:

1. Sports Field Lighting

- Installation of four sports lighting towers.
- Reinforced concrete footings and underground electrical infrastructure.
- Installation of LED sports field lighting.
- Electrical connection, testing and commissioning.

2. Male Changeroom Upgrades

- Renewal of the sewer service.
- Replacement of toilets and vanity units.
- Building façade repairs and cladding upgrades.
- Construction of an additional public toilet.
- Internal wall relining with durable metal sheeting.
- Associated plumbing, electrical and carpentry works.

The original application also included an electronic scoreboard. Due to the high demand for funding across NSW, this component was removed by the Office of Sport to enable partial funding approval.

The completed project will improve safety, accessibility, functionality and community use of the sportsground while increasing opportunities for training and competition.

The Gulargambone Sportsground is Crown Land under Council's care and management, with Council owning the buildings and associated infrastructure.

REPORT:

Council originally sought \$150,000 in grant funding, supported by a \$50,000 co-contribution.

Following assessment, the Office of Sport approved funding of \$135,200, with the electronic scoreboard removed from the project scope. The required \$50,000 co-contribution remained unchanged.

During preparation of the application, it was unclear whether the co-contribution could include volunteer labour and in-kind support. Discussions between the General Manager, Councilor Fisher and the Gulargambone Rugby League Club were based on the understanding that community volunteer contributions would satisfy the funding requirement.

Following receipt of the Funding Deed, Council has been advised that the co-contribution must be provided as a cash contribution.

On Wednesday 24 June 2026, the General Manager, Councilor Fisher and representatives of the Gulargambone Rugby League Club met to determine a delivery model for the project. It was agreed that:

- Council will contribute \$25,000.

- The Gulargambone Rugby League Club will contribute \$25,000.
- Council will act as the auspice organisation.
- Council will transfer the grant funding and its \$25,000 contribution to the Gulargambone Rugby League Club.
- The Club will manage construction and delivery of the project.
- Council will assist with grant administration, milestone reporting and project acquittal.

Construction is expected to commence in August 2026, with completion anticipated by May 2027.

The General Manager has executed the Funding Deed, which is currently awaiting execution by the funding authority.

LINK TO THE COMMUNITY STRATEGIC PLAN:

Focus	Strategic Area
Our Community	Recreation and Sport
Our Economy	Building our Social Capital
Our Assets	Our Assets
Our Country	N/A
Our Leadership	Our Ongoing Improvement

SUSTAINABILITY ASSESSMENT:

	Assessment
Social	Positive
Environmental	N/A
Economic	Positive
Governance	N/A

Financial Resource Implications:

Council's financial contribution of \$25,000 will be funded from the Grant Reserve – Development Fund in the 2026/27 financial year.

Grant Reserve balance:

- Opening Balance: **\$785,000**
- Council Contribution: **(\$25,000)**
- Remaining Balance: **\$760,000**

Policy / Legal and Statutory Implications:

The project will be delivered in accordance with the NSW Rugby World Cup Legacy Program Funding Agreement.

Risk Management – Business Risk/Work Health and Safety / Public:

Council acting as the auspice organisation enables the Gulargambone Rugby League Club to lead project delivery while ensuring appropriate governance, financial oversight and compliance with funding obligations. The project will deliver long-term community infrastructure with minimal operational risk.

Options:

Council may choose not to accept the funding and direct the General Manager to withdraw from the Funding Agreement.

Council Seal Required:

No

COMMUNITY ENGAGEMENT AND COMMUNICATION:

Internal Exhibition: No

External Exhibition: No

Office of Sport



NSW Rugby World Cup Legacy Program 2025/26

Infrastructure Grants

Funding Agreement

Name of Organisation:	Coonamble Shire Council
Name of Project:	Gulargambone Sportsground Lighting and Changeroom Upgrades
Smartygrants ID:	RWCP-25/26-C1-0033

Contact Details

Department ('We', 'Us')	Name	The Crown in right of New South Wales as represented by the NSW Office of Sport (ABN 31 321 190 047)
	Address	6B Figtree Drive, Sydney Olympic Park NSW 2127
	Postal Address	Locked Bag 1422 Silverwater NSW 2128
Department Authorised Person (Representative)	Name	Gareth Smith
	Role	Team Leader
Department Contact	Telephone	13 13 02
	E-mail	grants@sport.nsw.gov.au
Organisation ('You')	Name	Coonamble Shire Council
	ABN	19499848443
Organisation address	Address	PO Box 249 Coonamble NSW 2829
Organisation postal address	Postal Address	PO Box 249 Coonamble NSW 2829
Organisation Authorised Signatory	Name	Greg Hill
	Role	General Manager
	Telephone	02 6827 1900
	Mobile	02 6827 1900
	E-mail	gm@coonambleshire.nsw.gov.au
Organisation Secondary Contact Person	Name	Mick Bell
	Role	Acting Director Infrastructure
	Telephone	02 6827 1900
	Mobile	02 6827 1900
	E-mail	urbanservices@coonambleshire.nsw.gov.au

Program Details

Program/Fund name	NSW Rugby World Cup Legacy Grant Program 2025/26
Objectives	The objectives align with Rugby Australia's strategy and NSW Rugby Union and ACT & Southern NSW Rugby Union's strategy to increase inclusion and boost participation in Rugby Union, specifically for under-represented groups, including women and girls, people from culturally and linguistically diverse communities, people with disability, First Nations peoples and LGBTQIA+ people. Category 1 - Infrastructure stream - key objectives are to: • Improve the quality and/or quantity of Rugby facilities in NSW • Increase the utilisation of Rugby facilities in NSW • Support the equitable provision of, and access to, Rugby facilities to grow participation for under-represented groups • Improve the Rugby experience for players, referees, coaches, administrators, and spectators These objectives are in line with the Rugby Australia National Infrastructure focus areas of: • Improve accessibility & capacity of facilities • Promote inclusive participation by enhancing community club facilities • Target priority regions by addressing demand in vital areas for participation and population growth Category 2 - Participation stream - key objectives are to: • Increase participation in Rugby with new or enhanced programs, competitions or tournaments • Increase opportunities for participation in Rugby for under-represented groups.

Project Details

Project title	Gulargambone Sportsground Lighting and Changeroom Upgrades
Project address: (location)	Yoolundry St, Gulargambone, NSW, 2828
Project Description (for publication purposes)	The project will deliver lighting, scoreboard and changeroom upgrades at Gulargambone Sportsground in Central West NSW. Upgrades will enable vital nighttime training for Rugby Union as well as the ability to host exhibition games, improving participation, facilities, and utilisation for local players, clubs and the wider community.
Project Scope and Deliverables	This project represents the next stage of improvements following works previously funded through the Stronger Country Communities Fund, which delivered new female changerooms, a canteen, baby change facilities, and a shared accessible toilet. This project forms the second key stage to upgrades of the Gulargambone Sportsground. The Gulargambone Sportsground upgrades include the following components to be delivered under this project: 1. Installation of Sports Field Lighting • Installation of four new lighting posts positioned around the perimeter of the oval. • Boring of post holes and installation of reinforced concrete footings. • Erection and securing of lighting poles. • Excavation and installation of underground power to each post. • Supply and installation of LED sports field luminaires. • Electrical connection, testing and commissioning of lighting system to enable safe evening training and competition. 2. Male Change Room Block Upgrades • Renewal and upgrade of existing sewer line servicing the facility. • Replacement of plumbing contractor (PC) items including toilets and vanity units. • Repairs to building façade, including rectification of blockwork and sheeting with metal cladding where required. • Construction of an additional public toilet on the side of the building to improve accessibility and capacity during events. • Relining of all internal walls with durable metal sheeting to improve longevity, hygiene, and ease of maintenance. • Associated plumbing, electrical and carpentry works required to complete the refurbishment. These works collectively improve safety, functionality, compliance and user experience at the Sportsground, supporting increased participation, enhanced game-day experience, and expanded evening use of the facility.
Total Project Cost	\$200,000.00

Payment	Recipient Created Tax Invoices (RCTI) will be issued by the Agency for the Funding.
Grant Amount	A maximum of \$135,200.00 (excluding GST) payable in the amounts as outlined in Schedule A.
End Recipient	N/A
Minimum non-interference period	10 years
Project Scheduled Construction Start	August 2026
Project Scheduled Construction Finish	May 2027
Commencement Date	The date the Agreement is signed by both parties.
Additional Insurance (cl 18.2(c))	N/A

Schedule A – Funding and Budget

Milestone Payment Schedule

Total Amount of Grant: **\$135,200.00** (excluding GST)

The Agency will pay the Grant to You in the instalments set out in the table below on achievement of the corresponding Milestone:

Milestone	Name of Milestone	Description of Activities to be completed to achieve Milestone	Grant Payment Instalment (excl. GST)	Milestone Completion date	Supporting documentation and evidence required	Milestone Report Due date	Anticipated Payment Date
1	Funding Agreement Execution	Funding Agreement is finalised, signed and submitted to Office of Sport.	\$114,920.00	On execution of Funding Agreement by both parties	a) Signed Funding Agreement b) Conflict of Interest Declaration Form c) Other funding conditions identified by GAP (if applicable)	June 2026	On execution of Funding Agreement by both parties
2	Commencement of construction	Evidence of executed contract/s	\$0.00	August 2026	a) Project Progress Update report to date (SmartyGrants form) b) Invoices and payment remittances/ confirmation for works completed. c) Copy of executed construction contract d) Copy of Development Application approval (if applicable) e) Photographic Evidence (including complying signage)	September 2026	October 2026

Milestone	Name of Milestone	Description of Activities to be completed to achieve Milestone	Grant Payment Instalment (excl. GST)	Milestone Completion date	Supporting documentation and evidence required	Milestone Report Due date	Anticipated Payment Date
3	Project Completion/Financial Acquittal	Project Completion Report & Final Acquittal	\$20,280.00	June 2027	a) Completion Report / Acquittal form (in SmartyGrants) b) Copies of invoices and payment remittances/ confirmation for works completed c) Evidence from contractor confirming project is 100% completed. d) Photographic Evidence (including complying permanent signage/plaque) e) Financial Acquittal (as per schedule B) f) Any additional documents required in accordance with any notes to the financial statements.	July 2027	August 2027

* Please note if you do not adhere to the milestone completion date, you are in breach of your Funding Agreement.

Payment and general invoicing terms

1. Payment of each Milestone Instalment of the Grant is conditional upon each and all the following:
 - a) You must submit the relevant supporting documentation and evidence establishing achievement of the Activities to the Agency's satisfaction; and
 - b) You have met all obligations imposed on You under this Agreement to the Agency's satisfaction.
2. You must submit Milestone reports with supporting documents and evidence within 30 days of achieving the Milestone.
3. Payments will be made to You by the Agency within 30 days of the Agency assessing that the Milestone has been achieved following receipt of the Milestone report and supporting documents and evidence.
4. Subject to clause 8 (GST), if the Project Details specify that RCTIs will be issued in respect of the Funding, You agree that:
 - a) the Agency will issue You with an RCTI; and
 - b) You will not issue a tax invoice,in respect of any taxable supply You make under this Agreement.
5. Subject to clause 8 (GST), if the Project Details specify that a remittance advice will be issued in respect of the Funding, You agree that:
 - a) the Agency will issue You with a remittance advice; and
 - b) You will not issue a tax invoice,in respect of any taxable supply You make under this Agreement.

Budget Table

ITEM	\$ (ex GST)
A. INCOME	
Office of Sport Funding	135,200.00
Recipient's cash contribution	50,000.00
Third Party Funding (e.g. federal or local government grant)	0.00
Sub-Total (A)	185,200.00
B. EXPENDITURE – CAPITAL RELATED COSTS	
Infrastructure construction costs	46,500.00
Asset Purchases	98,700.00
Sub-Total (B)	145,200.00
C. EXPENDITURE – ADMINISTRATION COSTS	
Project administration costs	6,000.00
Sub-Total (C)	40,000.00
TOTAL PROJECT COST (B + C) - Excluding contingency	185,200.00

ITEM	\$ (ex GST)
Contingency – covered by the Office of Sport Funding (CA)	0.00
Contingency – covered by the Recipient (CB)	34,000.00
Total Contingency (CA+CB)	34,000.00
TOTAL PROJECT COST – Plus Contingency	\$219,200.00

Schedule B – Reporting Requirements

Reporting requirements

1. You must provide to the Agency via its electronic grants management system (SmartyGrants):
 - (a) Reports meeting the description and requirements specified below, at the times and frequency specified below.
The Agency may prescribe the form of reports and manner of submission by written notice to You from time to time.
 - (b) All financial reports must comply with Australian Accounting Standards issued by the Australian Accounting Standards Board, as amended from time to time.

Report name	Description	Reason for collection	Reporting period and frequency of submission
Project Progress Update Report	A report documenting the performance and progress of the Project (submitted online in SmartyGrants by completing the form and attaching the required supporting evidence).	The information in the Performance Report will be used to confirm expenditure of the Grant to date, committed funds, progress of the Project, any new or ongoing risks to delivery, as well as provide evidence of meeting Project Milestones.	As per Schedule A and if otherwise requested.
Facility Use Report	A report documenting the estimated usage of the facility (submitted online through SmartyGrants)	An updated Facility Use Report may be required to be provided upon or post construction of the Project. This Facility Use Report can be compared to the report provided prior to commencement of construction which is generally completed as part of the application. In some circumstances the Office of Sport may require updated pre construction information (eg: if there is a long time between application and commencement of construction) and will advise you if this is required.	As per Schedule A and if otherwise requested.

Report name	Description	Reason for collection	Reporting period and frequency of submission
Project Completion Report	A report documenting the completion of the Project (submitted online through SmartyGrants by completing the form and attaching all of the required supporting evidence).	The information in the Project Completion Report will be used to confirm expenditure of the Grant, as well as provide evidence of meeting all Project Milestones. Information will also be sought about the project's implementation, achievement of outputs and objectives, initial (short term) outcomes, anticipated future outcomes, such as changes in participation or utilisation resulting from the project.	As per Schedule A and if otherwise requested.

Report name	Description	Reason for collection	Reporting period and frequency of submission
Financial Acquittal	The following financial information: (a) Profit & Loss Statement in relation to the project; (b) Any additional documents required in accordance with any notes to the financial statements; and (c) Supporting evidence (including but not limited to receipts, invoices, remittance advice and/or transaction listings) for all expenditure for the project including expenditure related to any financial co-contributions (if not already provided as part of previous Milestone Reports). Note: the financial acquittal must be for the total project cost for the funded scope items (which includes grant amount plus any financial co-contribution that contributes directly to these scope items).	The Profit & Loss Statement must be: (a) prepared in accordance with Australian Accounting Standards and any statutory requirements that govern Your accounting and financial records; (b) signed and incorporate a statement by two authorised officers of your organisation (e.g. Chief Financial Officer / Treasurer and Chairperson or equivalent authorised officer) certifying that the financial statements present fairly that the Grant has been spent solely on the Project and in accordance with the Agreement; and (c) incorporate a statement by an independent qualified accountant certifying that the financial statements present fairly that the Grant has been spent solely on the Project and in accordance with the Agreement.	As per Schedule A and if otherwise requested.

Report name	Description	Reason for collection	Reporting period and frequency of submission
Post Project Evaluation Survey	The Post Project Evaluation survey intends to capture the outcomes of the project once it has been completed (generally provided via an online survey tool).	The information in the Post Project Evaluation Survey will be used to gather further details on the medium to longer term outcomes and impact of the project.	As requested.

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Terms

Background

- A. The Objectives of the Program under which the Grant is provided are contained in the Program Details.
- B. The Agency is responsible for the administration of the Program or Fund, including entering into funding agreements and making payments.
- C. The Agency agrees to provide You, and You agree to accept, the Grant for the Project in accordance with the terms of this Agreement.

1. Interpretation and Definitions

1.1 Interpretation

Unless the context requires otherwise, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) where any time limit pursuant to this Agreement falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (c) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same from time to time;
- (d) headings are for convenience only and do not affect the interpretation of this Agreement;
- (e) the meaning of general words is not limited by specific examples introduced by "including" or "for example" or similar expressions;

- (f) references to persons include bodies corporate, government agencies and vice versa;
- (g) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (h) nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it; and
- (i) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

1.2 Definitions

Agreement means this Funding Agreement document and includes the Contact, Program and Project Details, Terms (including any Special Conditions), Schedule A – Funding and Budget, Schedule B – Reporting Requirements, and any other schedules, annexures or other documents cross-referenced in this Agreement.

Asset Register means a written register (whether stored in hardcopy or electronic form) containing details of assets, as a result of the Grant, owned by You including but not limited to:

- (a) the date of purchase or creation of each item of Capital Equipment;
- (b) a description of each item of Capital Equipment;
- (c) the address at which each item of Capital Equipment is located;
- (d) the purchase price or input costs of the Capital Equipment, exclusive of GST; and
- (e) the amount of the Grant used to purchase the Capital Equipment.

Budget refers to a budget for the purposes of delivering the Project as contained at Schedule A.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Capital Equipment means any item of tangible property, purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Grant, which has at that time a value of at least \$100,000 inclusive of GST, but does not include Project Material.

Certificate of Practical Completion means a certificate of practical completion for the Project issued in form and substance acceptable to the Agency.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs on a full indemnity basis.

Confidential Information of a party means any information (including, but not limited to, all trade secrets, financial information and other commercially or scientifically valuable information) of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential;

- (b) has been designated as confidential by a party and if so designated, then marked accordingly however any failure to mark accordingly does not deny the information of its status as confidential;
- (c) is capable of protection at law or in equity as confidential information; or
- (d) is derived or produced partly from the Confidential Information, but does not include information that:
 - (e) is in the public domain; or
 - (f) is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person;
 - (g) may be or is required to be disclosed pursuant to Memorandum No. 2000-11 Disclosure of Information on Government Contracts with the Private Sector dated 27 April 2000, as amended or updated from time to time; or
 - (h) is required to be disclosed pursuant to law, regulation, legal or parliamentary process or to a regulatory authority.

Contribution means the amount of Your funds, Your in-kind contributions or a third party's funds to be contributed to the costs and delivery of the Project as specified in the Budget but does not include any rebates or discounts that you have been offered or provided with for any component of the Project.

Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damage.

End Recipient means an incorporated entity that has been identified by the Organisation in the Grant Proposal, or which is reasonably evident from the nature of the Grant Proposal, as a principal end user of the Project.

Financial Year means the period of twelve (12) months beginning on:

- (f) one (1) July in a calendar year; or,
- (g) if You have a financial year that begins on some other date, that date.

Grant means the amount, specified in Schedule A, allocated for the Project.

Grant Proposal means a document in a form or manner as required by the Agency and developed by You which has informed the decision by the Agency to provide a Grant for the Project and can include, but is not limited to, any funding application as submitted by You, any project proposal, project brief or business case.

Grant Period means the period commencing on the Signing Date and ending on the date this Agreement is terminated or the date You have completed the Project to the Agency's satisfaction and the Agency has made all payments due.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), related legislation and any delegated legislation made pursuant to such legislation.

Intellectual Property or IP includes, whether created before or after the Commencement Date in Australia or elsewhere:

- (a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how, but does not include Moral Rights.

Interest means the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points on a daily compounding basis.

Milestone means the milestone/s listed in the Milestone Payment Schedule.

Milestone Payment Schedule means the milestone payment schedule under Schedule A – Funding and Budget

Moral Rights has the same meaning as in the *Copyright Act 1968* (Cth).

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication to be given under this Agreement.

Objectives means the objectives of the activities described in the Project Details, which are the agreed results You must achieve and ensure Your subcontractors achieve.

Occupation Certificate means a final certificate provided, in accordance with any applicable law, that certifies that the works for the Project have been completed and authorises a person to commence occupation or use of any new building or to commence a new use of an existing building, premises or facility listed in the certificate.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW).

Program means the NSW Government program applicable to the Grant.

Program Details means the table preceding Schedule A in this Agreement

Project means the Project outlined in the Grant Proposal and approved for a Grant.

Project Details means the table preceding Schedule A in this Agreement.

Project Material means material created as part of or in performance of the Project including any documents or data.

Project Plan means the document (commonly referred to as a project plan, project management plan or project initiation documentation) developed by You and approved by the Agency and contains, at a minimum:

- (a) Project Objectives;
- (b) requirements, scope and deliverables, and the management of these;
- (c) Project organisation, governance and assurance;
- (d) Project constraints and assumptions;
- (e) communication and stakeholder management;
- (f) risks identification and management;
- (g) financial and budget management; and
- (h) schedule, Milestone and decision points, and the management of these.

Project Stage Gate means a review at the achievement of an identified Milestone at which a decision is made, based on any information provided by You up to that Milestone and any other relevant information that the Agency may have, on whether the project should continue, with or without variation, or not.

RCTI means Recipient Created Tax Invoice.

Report means Project Material that is provided to the Agency for reporting purposes on matters stipulated in Schedule B – Reporting Requirements.

Restriction on the Use of Land means a restriction on the use of land by a prescribed authority (Form LRS 13RPA) pursuant to s. 88E(3) of the *Conveyancing Act 1919* (NSW).

Signing Date means the date that this Agreement was signed by the last party.

SmartyGrants means the electronic grants management system used by the Agency to manage Your Grant.

Special Conditions means any additional conditions applicable to the Project, set out in this Agreement.

Unspent Grant means Grant paid to You that is unspent at the end of the Grant Period and includes any Grant funds that are committed but unspent but excludes any Grant funds that have been acquitted.

2. Commencement

This Agreement will commence on the Commencement Date, being the date on which both parties have signed the Agreement.

What You must do

3. Your Obligations

3.1 You must:

- (a) ensure the Grant is used only for the approved Project during the Grant Period;
- (b) ensure the Grant is spent in accordance with the Budget;
- (c) ensure You make Your Contribution to the Project, if specified in this Agreement;
- (d) as soon as practicable, notify the Agency if You are or may not be able to make Your Contribution in full noting that, unless otherwise agreed to by the Agency, such notification does not relieve You of Your obligation under clause 3.1(c);
- (e) ensure the Project is completed by the date of the final Instalment payment as set out in Schedule A, and:
 - (i) be complete and free from defects or omissions that are not minor;
 - (ii) not cause any legal or physical impediment to the use and occupation of the property for the designated use; and
 - (iii) be fit for the designated use;
- (f) comply with the reporting requirements set out in Schedule A and B;
- (g) comply with all applicable laws, regulations and standards for the Project;
- (h) hold all rights, licences and consents required for the Project;
- (i) comply with all policies, guidelines and reasonable directions the Agency provides to You;
- (j) undertake the Project competently and diligently;
- (k) notify the Agency if the Project will not commence within 60 days from the Commencement Date or has been inactive for a period of 60 days or more;
- (l) not do anything which, in the opinion of the Agency, may damage:
 - (i) the reputation or standing of the Agency or any of its programs;
 - (ii) Your reputation or standing, Your sport (where applicable), or otherwise bring Yourself or Your sport (where applicable) into disrepute; and
 - (iii) notify the Agency immediately:
 - a. of any corporate action (including a resolution), legal proceeding or other step taken by You or any other person, including but not limited to:
 - i. the suspension of payments, winding up, dissolution, administration or reorganisation in respect of You;
 - ii. entering into any scheme or arrangement with any of Your creditors;
 - iii. the appointment of a liquidator, receiver, administrator or other similar officer in respect of You or any of Your assets; or
 - iv. the enforcement of any security over any of Your assets;
 - b. of the occurrence of any event which is reasonably likely to have a material adverse effect on Your ability to complete the Project in

accordance with the terms of this Agreement or on Your financial condition; or

- c. if You propose to sell or lease or otherwise dispose of any part of the land on which the Project is or will be carried out.

3.2 You agree that:

- (a) You bear any and all risk that the cost of the Project may exceed the sum of the Grant and Contributions;
- (b) You are responsible for any costs that may be incurred that exceed the sum of the Grant and Contributions (whether You expected to incur such costs or not at any time before or after execution of this Agreement);
- (c) You (or a nominated party) are responsible for all operating and maintenance costs arising from the Project;
- (d) the Agency will not provide any further financial contribution over and above the Grant specified in the Project Details;
- (e) You must procure additional funding above the sum of the Grant and Contributions that is necessary to carry out and complete the Project to ensure that the Project is delivered to achieve the objectives of the grant program;
- (f) other than payment of the Grant, the Agency is not the financial underwriter of the Project and the Agency does not carry any delivery or financial risk for the delivery of the Project; and
- (g) If You are specified as trustee for a trust (Trust), You warrant that:
 - (i) You are the sole trustee of the Trust;
 - (ii) You have full and valid power and authority to enter into this Agreement and perform the obligations under it on behalf of the Trust;
 - (iii) You have entered into this Agreement for the proper administration of the Trust;
 - (iv) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into and perform this Agreement; and
 - (v) You have the right to be indemnified by the Trust for all liabilities incurred by You under this Agreement.

3. Holding of Grant

- 3.1 The Grant must be managed with sufficient accounting controls, relative to the nature and type of the Project as determined and approved by the Agency, in place to track the expenditure of the Grant and all records must be held in compliance with current tax requirements and laws.

3.2 You agree:

- (a) to ensure that Your personnel and subcontractors do not engage in any fraud in relation to the Project;
- (b) to report within 7 days, to the Agency and all appropriate law enforcement and regulatory agencies, of becoming aware of any fraud in relation to the Project or any other fraud that has had or may have an effect on the delivery of the Project;

- (c) to investigate any fraud referred to in clause 4.2(b) at Your own cost and in accordance with any relevant standards or best practice or as directed by the Agency; and
- (d) that the Agency may, at its discretion, investigate any fraud in relation to the Project and You must co-operate and provide reasonable assistance at Your own cost with any such investigation.

4. Personnel

- 4.1 Any personnel positions funded by the Grant must be filled by persons that have appropriate skills, qualifications or experience for such positions.
- 4.2 In relation to engaging sub-contractors, You:
 - (a) may sub-contract all or part of the conduct of the Project to a sub-contractor:
 - (i) subject to prior notification to the Agency at least 14 days prior to the engagement commencing (including any required updated conflict of interest declaration);
 - (ii) any such engagement does not relieve You from any of Your obligations or liabilities under this Agreement;
 - (b) will ensure that all work carried out by any sub-contractor meets the requirements of this Agreement.
- 4.3 In relation to where the Project includes any aspect of construction:
 - (a) Where applicable, You must ensure that only a builder or builders accredited under the Office of the Federal Safety Commissioner, Work Health and Safety Accreditation Scheme is contracted and provide the necessary assurances to the Agency in writing;
 - (b) You must ensure compliance with the most recent National Construction Code is made a condition of tender for all contractors and subcontractors who tender for the work and provide the necessary assurances to the Agency.

5. Consent of landowner

- 5.1 In the event You are not the owner of all or part of the land where the Project will be constructed, installed or otherwise delivered, You:
 - (a) warrant You have obtained the approval and agreement of the landowner to construct, install or otherwise deliver the Project on their land; and
 - (b) indemnify and agree to keep indemnified the Agency, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any cost, expense, loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by the land owner or interested third party as a result of or in connection with the Project.

About the Grant

6. Payment of Grant

- 6.1 The Agency will pay You the Grant subject to:
- (a) the times and Terms specified in Schedule A;
 - (b) provision of the Contribution by You, if specified in this Agreement; and
 - (c) You being compliant, to the Agency's satisfaction, with the terms and conditions, including any reporting or acquittal requirements, of any previous funding agreement with the Agency.
- 6.2 Payment of any amount of the Grant is not an admission by the Agency that You have met your obligations under this Agreement to the Agency's reasonable satisfaction or release You from Your obligations under this Agreement.
- 6.3 Beyond the amount of the Grant, the Agency is unable to provide additional or ongoing funds for the Project. You accept that the Grant is capped and non-recurrent.
- 6.4 If the funding required to complete the Project exceeds the amount of the Grant for any reason (including, but not limited to, where you experience cost increases or are subject to fraud), then You are responsible for obtaining additional funding required above the Grant that is necessary to ensure that the Project is delivered.
- 6.5 Unless otherwise agreed by the Agency, where:
- (a) the actual cost of the Project is less than the sum of the Grant and Contributions or not all of the Grant funds are used for the Project; or
 - (b) the Agency has paid You an amount greater than the Grant
- then the Agency may reduce the final Milestone payment or seek repayment of any Unspent Grant or Grant already paid to reflect the actual cost incurred to deliver the Project with any repayment sought by the Agency to be a debt due and owing by You to the Agency.
- 6.6 Unless otherwise agreed, payment will be by direct transfer to Your nominated bank account.
- 6.7 You must immediately deposit and keep all Grant amounts in Your nominated account, which must be an account, with an Australian branch of an established bank, building society or credit union, which is solely controlled by You and allows for the Grant to be separately identified.
- 6.8 Where the Grant is paid into an interest earning account, unless otherwise agreed to by the Agency, all interest earned on the Grant must be used by You for the Project only in accordance with the terms of this Agreement.

7. GST

- 7.1 Unless otherwise defined in this Agreement, words or expressions used in this clause have the same meaning as defined in the GST Law.
- 7.2 Unless otherwise indicated all amounts referred to in this Agreement are exclusive of GST.
- 7.3 If:

- (a) Despite any other provision of this Agreement, GST is imposed on any supply by You to the Agency under this Agreement; and
 - (b) the Agency is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,
- then the Agency will pay to You an additional amount equal to the GST imposed on that supply, at the time and in the manner which payment is otherwise payable under this Agreement in relation to that supply.

- 7.4 You must be registered under the GST Law at the time of making any supply under this Agreement on which GST is imposed.
- 7.5 If You are not registered under the GST Law as required under clause 8.4, You will not be entitled to receive any additional amount as provided under this clause 8.
- 7.6 If, for any reason, the Agency pays to You an amount under this clause 8 which is more than the GST imposed on the supply, You must repay the excess to the Agency on demand or the Agency may set off the excess against any other amounts due to You.
- 7.7 Any overpayment the Agency claims under clause 8.6 will be a debt due and owing by You.

8. Withholding, Suspension, Changes to Payments and Repayment

- 8.1 The Agency may, by notice, withhold payment of any amount of the Grant, if and for so long as it reasonably believes that:
 - (a) You have not complied with this Agreement;
 - (b) You are unlikely to conduct the Activity or administer the Grant in accordance with this Agreement; or
 - (c) You have sought a variation of this Agreement under clause 23.4;
 - (d) Your actions will cause damage to the reputation of the Agency or its Program.
- 8.2 If any amount of the Grant:
 - (a) has been incorrectly claimed or overpaid;
 - (b) has not been spent in accordance with this Agreement;
 - (c) has been spent on Capital Equipment that is disposed of in breach of this Agreement;
 - (d) is surplus to the requirements of the Activity; or
 - (e) is unspent upon termination or expiry of this Agreement,

then the Agency may, by notice:

- (f) require You, within no less than twenty (20) Business Days, to repay that amount to, or to otherwise deal with that amount as directed by the Agency; or
- (g) deduct that amount from any future payment of the Grant, or other funding, payable by the Agency to You.

- 8.3 **If You do not make any required repayment of the Grant under this Agreement by the due date for payment, the Agency may recover the amount as a debt due to the Agency without the need for further proof.** Any repayment the Agency claims from You under this clause will be a debt due and owing by You to the Agency.

9. Capital Equipment

- 9.1 You must not acquire any Capital Equipment with the Grant unless the Capital Equipment is specified in the Grant Proposal or the Agency has provided You with prior written consent to acquire that Capital Equipment.
- 9.2 You must for the term of this Agreement and the Non-interference Period not sell, restrict, cease to use or otherwise dispose of any Capital Equipment acquired with the Grant without first obtaining written consent from the Agency.
- 9.3 You must maintain an Asset Register for each item of Capital Equipment purchased or created using the Grant. The Asset Register is to be kept in accordance with Australian Accounting Standards.
- 9.4 Any Capital Equipment acquired with the Grant for the purposes of the Project will become Your property at the completion of the Grant Period, unless otherwise advised by the Agency.
- 9.5 You will be fully responsible for, and bear all risks relating to, the use or disposal of all Capital Equipment from the date of acquisition or creation of such Capital Equipment.

10. Reporting Requirements

- 10.1 You agree to provide the Agency with reports relating to the Project and the Grant in the format and method, at the times and containing the information specified in Schedule B – Reporting Requirements.
- 10.2 Without limitation to any other right that the Agency may have, if You do not comply, to the Agency's satisfaction, with Your obligations in clause 11.1, then the Agency may consider You ineligible for any further funding from the Agency until such non-compliance is rectified to the satisfaction of the Agency as advised in writing.

11. Performance Monitoring and Evaluation

- 11.1 The Agency will monitor and evaluate the Project against measures including, but not limited to:
- (a) the Program Objectives;
 - (b) the Project Objectives;
 - (c) the Budget;
 - (d) Project Progress Reports submitted; and
 - (e) Your compliance with the terms of this Agreement.
- 11.2 You:
- (a) acknowledge that the Agency's representative will maintain regular contact with You to monitor the implementation of the Project and of this Agreement;
 - (b) agree to co-operate with the Agency's representative in this role;

- (c) agree to the Agency's representative attending Your board or committee meetings and visiting the Project at any reasonable time, upon giving You reasonable notice; and
 - (d) You must, if the Agency reasonably requests, provide additional information to the Agency concerning the Project.
- 11.3 The Agency may use any information contained in reports it receives from You subject to compliance with clause 12 regarding confidentiality.
- 11.4 At any point during the Grant Period and until five years after the termination or expiry of this Agreement, where requested:
 - (a) You must provide statistical data and any other program information or media in response to any request the Agency may reasonably make for the purpose of research, program evaluation and surveys conducted by the Agency or its authorised representative; and
 - (b) where such request made covers data or information which is commercial-in-confidence, You agree to negotiate with the Agency in good faith to provide the data or information in an aggregated or de-identified form, or in such other form or other basis, as agreed with the Agency.

12. Public Announcements and Acknowledgement

- 12.2 The Agency may publicise the awarding of the Grant at any time and include:
 - (a) Your name;
 - (b) the amount of the Grant;
 - (c) the title and brief description of the Project and the Project Outcomes;
 - (d) Your location or contact address;
 - (e) Location of the Project;
 - (f) The term of this Agreement;
- 12.3 If requested to do so, You must obtain written authorisation from relevant Project recipients, representatives or beneficiaries authorising the Agency to name those recipients in any media statements, include in the Agency's Annual report or in media releases issued by it from time to time.
- 12.4 You must ensure that any public events, media opportunities and speaking engagements relating to this Grant or Project, including any official opening or launch, are discussed with and approved by the Agency two (2) months prior to the event or publication, including any publication on social media.
- 12.5 You must issue an invitation, through the Agency, to a NSW government representative to any launch or public event associated with the Grant and, where they are able to attend, they are acknowledged as official guests. Where practicable, they should be afforded the courtesy of publicly addressing the event.
- 12.6 You must ensure the following wording and graphics appear on all published materials:
 - (a) Funded by the NSW Government; and
 - (b) Approved NSW Government brand marks including logo and graphics.

- 12.7 Verbal recognition of NSW Government support must be acknowledged across all media, publicity and public engagements.
- 12.8 Any signage (including plaques) erected in relation to the Project (whether temporary or permanent) must comply with the NSW Government Funding Acknowledgement Guidelines including compliance with any required NSW Government logos or phrasing.
- 12.9 If requested, You must promptly remove any acknowledgement of the Grant and any Agency or NSW Government logo from any material relating to the Project, if the Agency reasonably requests it (for example, if the Agency determines that the Project is not consistent with the Project objectives or will bring the Agency into disrepute).

Material and Information

13. Intellectual Property

- 13.1 Intellectual Property in all Project Material vests in You, unless otherwise stated in any Special Conditions.
- 13.2 You grant to the Agency, without cost, a non-exclusive, irrevocable, royalty free and transferable licence to use, reproduce, communicate to the public and adapt for the Agency's own purposes all Intellectual Property in the Project Materials.
- 13.3 You warrant that the use of Project Material in accordance with this Agreement will not infringe any third party's IP rights.

14. Confidential Information

- 14.1 Each party as the recipient of Confidential Information ("Recipient") must in relation to the Confidential Information of the other party ("Discloser"):
 - (a) keep it confidential;
 - (b) not copy it or any part of it that is in material form other than as strictly necessary and must mark any such copy 'Confidential – ([Name of Discloser]);
 - (c) implement security practices against unauthorised copying, use and disclosure;
 - (d) immediately notify the Discloser if the Recipient becomes aware of any unauthorised copying, use or disclosure in any form; and
 - (e) cooperate with the Discloser in any reasonable action it takes to protect the Confidential Information.
- 14.2 The Recipient must promptly:
 - (a) comply with any request by the Discloser to return or destroy any or all copies of Confidential Information; and
 - (b) upon expiry or termination of this Agreement, return to the Discloser all Confidential Information provided to it by the Discloser,

except that the Recipient may in good faith keep one copy of Confidential Information in safe custody on a confidential basis where needed for the purpose of determining any continuing legal obligations.

- 14.3 A Recipient may disclose Confidential Information to only those of its employees, directors, officers, subcontractors, agents and legal, financial or other professional advisers (or where the Recipient is the Agency, disclose Confidential Information to the relevant Minister) who have a need to know the information for the purposes of this Agreement, provided that, prior to the disclosure, the Recipient:
- (a) ensures that those persons are made aware of the confidential nature of the Confidential Information; and
 - (b) procures an assurance that any such Confidential Information will be kept confidential.
- 14.4 A Recipient may disclose Confidential Information to the extent that it is required to be disclosed by law (and in the case of the Agency, to the extent that is required to be disclosed by parliamentary process).
- 14.5 If You are required to disclose Confidential Information by law, You must:
- (a) to the extent reasonably practicable, give prior written notice to the Agency of the proposed disclosure with full details of the information to be disclosed; and
 - (b) postpone any disclosure required by law for as long as the Recipient is able to, without prejudicing the Recipient's own position.

Privacy

- 14.6 Both parties will:
- (a) ensure that Personal Information that is provided by the Agency or collected by You under or in connection with this Agreement is used only for the purposes of this Agreement and is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse;
 - (b) not disclose any such Personal Information without the written consent of:
 - (i) the individual to whom the Personal Information relates; or
 - (ii) the Agency,
 unless otherwise required or authorised by law;
 - (c) comply with the Information Protection Principles applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998* (NSW) when engaging in any practice in relation to Personal Information as if it were an agency directly subject to that Act; and
 - (d) include equivalent requirements regarding Personal Information (including this clause 15) in any subcontract entered into for the Project under this Agreement.

Dealing with Risk

15. Insurance

- 15.1 On request by the Agency, You must provide a copy of valid and current certificates of currency for each of the insurance policies specified in clause 16.2.
- 15.2 You warrant that You have and will maintain, throughout the Grant Period, appropriate insurance to cover any liability You may incur in relation to this Agreement, including:

- (a) a broadform public liability policy of insurance to the value of at least \$20 million in respect of each claim and unlimited in the aggregate as to the number of occurrences in the policy period;
- (b) workers compensation insurance as required by law; and
- (c) any other insurance specified in Schedule A.

16. Indemnities and Liability

- 16.1 You must indemnify and keep indemnified the Agency, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
 - (a) the Grant or the use of any outcomes from the Project;
 - (b) Your breach of this Agreement;
 - (c) any unlawful or negligent act or omission by You or Your subcontractors in connection with this Agreement;
 - (d) any illness, injury or death of any person caused or contributed to by You or Your subcontractors in connection with this Agreement;
 - (e) any loss or damage to real or personal property caused or contributed to by You or Your subcontractors in connection with this Agreement; or
 - (f) any act or omission by You or Your subcontractors in connection with this Agreement that is in infringement of any Intellectual Property, or privacy rights of the Agency or any third party.
- 16.2 Your liability to indemnify the Agency under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Agency, its officers, employees or agents contributed to the relevant loss or liability.
- 16.3 No party will be liable to the other party under or in respect of the Agreement whether in contract, tort (including negligence), statute or any other cause of action for Consequential Loss.
- 16.4 Your liability to indemnify the Agency under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Agreement.
- 16.5 Without limiting any other provision of this Agreement, the Agency will not be liable to You under or in respect of the Agreement whether in contract, tort (including negligence), statute or any other cause of action for any Claim by You arising directly or indirectly from a failure or breach of any physical or cyber security measure implemented by You in relation to Your operations including, but not limited to, where any or all of the Grant is obtained by a third party as a result of such failure or breach of such physical or cyber security measure.

Expiry and Termination of the Agreement

17. Expiry and Termination

- 17.1 Unless terminated earlier in accordance with this clause, this Agreement will expire at the end of the Grant Period and once You have completed the Project to the Agency's satisfaction and the Agency has made all payments due.

Termination by Agency for cause

- 17.2 Without limiting other rights under this Agreement or at law, the Agency may terminate this Agreement with immediate effect by giving notice to You, if:
- (a) **(Breach capable of remedy)** You breach a provision of this Agreement and fail to remedy the breach within thirty (30) Business Days following receipt of a notice requiring You to do so (or such longer period as determined by the Agency);
 - (b) **(Breach not capable of remedy)** You breach a provision of this Agreement and, in the Agency's reasonable opinion, the breach is incapable of remedy;
 - (c) **(Failure to provide Contribution)** the Agency, in its absolute discretion, decides that You or any third party is unable to comply with, may be unable to comply with or has not complied with its obligations to provide a Contribution towards the Project as specified in the Budget;
 - (d) **(Inappropriate conduct)** in the Agency's reasonable opinion, You provide false or misleading information or the Agency considers Your actions will cause damage to the reputation of the Agency or its Program;
 - (e) **(Change in Control)** You have a material change in circumstances or a change in control that, in the Agency's reasonable opinion, renders You no longer eligible to receive the Grant;
 - (f) **(Insolvent or Bankrupt)** You become insolvent, or if You are the subject of a debtors or creditors petition under the *Bankruptcy Act 1966* (Cth), or if You resolve to go into administration or liquidation or have a summons for Your winding up presented to a Court or enter into any scheme of arrangement with Your creditors;
 - (g) **(Project not Viable)** in the Agency's reasonable opinion, the Project is no longer viable; and
 - (h) **(Project Complete)** the Agency considers that the Project is complete, whether or not all Grant funds have been expended on the Project.

Termination by Agency without cause

- 17.3 Without limiting other rights under this Agreement or at law, but subject to the terms of this clause (Termination by Agency without cause) the Agency may terminate this Agreement without cause (and without the need to give reasons) by giving at least twenty (20) Business Days notice to You.
- 17.4 Subject to clause 19.3, if the Agency terminates this Agreement without cause under this clause (Termination by Agency without cause) the Agency will pay Your reasonable, substantiated costs (other than loss of profit or income) necessarily and directly incurred as a result of the termination ("Early Termination Costs"), provided that:
- (a) You use your best efforts to minimise Early Termination Costs;
 - (b) the total amount of Early Termination Costs payable will not exceed the total amount of Unpaid Grant funds forfeited through termination under this clause 18.4 (Termination by Agency without cause); and

(c) You substantiate such costs in writing with evidence (e.g. tax invoices).

18.5 Notwithstanding clause 18.3:

- (a) on receipt of a notice of termination or reduction of Project scope You must:
 - (i) take all available steps to minimise loss resulting from that termination or reduction and to protect Intellectual Property and Project Materials; and
 - (ii) continue to undertake any part of the Project not affected by the notice.
- (b) If the scope of the Project is reduced, the Agency's liability to pay the Grant abates in accordance with the reduction in the Project in an amount determined by the Agency.
- (c) the Agency is not liable to pay compensation for an amount which would, in addition to any amounts paid or due, or becoming due, to You under this Agreement, exceed the total Grant payable under this Agreement.
- (d) You are not entitled to compensation for loss of prospective profits.

17.6 Any termination of this Agreement by the Agency is without prejudice to any of its accrued rights or remedies.

18. Obligations when this Agreement Terminates or Expires

- 18.1 You must, except to the extent agreed to by the Agency in writing, provide to the Agency within seven (7) days of termination or expiry of this Agreement:
 - (a) any reports due under this Agreement or otherwise reasonably requested by the Agency; and
 - (b) on the Agency's request, any documents containing any Confidential Information of the Agency used by You or Your employees, agents or contractors or otherwise in their possession and all copies of such documents, except to the extent You are required by any relevant laws or regulations to retain copies of such documents

For the avoidance of doubt, upon termination or expiry of this Agreement, You will not be entitled to any further payments under this Agreement, notwithstanding that the amount paid to You could be less than the Grant specified in this Agreement.
- 18.2 If this Agreement is terminated by the Agency then, unless otherwise agreed, You must deliver to the Agency or its representative all Capital Equipment purchased, acquired, established or created by You using the Grant which is, at least, valued at \$100,000 (GST inclusive).
- 18.3 Upon the termination or expiry of this Agreement within the Grant Period, You must, if requested by the Agency, transfer to the Agency, free of charge, any Unspent Grant funds and any interest earned on the Unspent Grant funds. If You are notified by the Agency that it requires repayment of any Unspent Grant funds then the Unspent Grant funds will become a debt due and owing by You to the Agency.
- 18.4 You agree to maintain and not to demolish, eradicate, remove, dispose of or otherwise interfere with the infrastructure, facilities or improvements created by the Project for any minimum non-interference period as specified in the Project Details after the completion of the Project, or as otherwise agreed by Us and:

- (a) You acknowledge that as the Grant is provided to benefit the local community and/or End Recipient (if identified) and conversion or disposal through sale or otherwise of assets acquired with the Grant is not consistent with this purpose, if You intend to convert or dispose of assets funded by the Grant within the period stated in this clause 19.4, You must notify the Agency immediately of the intended conversion or disposal;
- (b) Where requested by the Agency, You must repay the Grant that was expended on the asset disposed of or converted within 1 month of such disposal or conversion; and
- (c) If You are notified by the Agency that it requires repayment of any amount under this clause then that amount will become a debt due and owing by You to the Agency.

19. Survival

19.1 The following clauses survive termination, expiry or repudiation of this Agreement:

- (d) clause 12 (Performance Monitoring and Evaluation);
- (e) clause 14 (Intellectual Property);
- (f) clause 15 (Confidential Information);
- (g) clause 15.6 (Privacy);
- (h) clause 17 (Indemnities);
- (i) clause 18 (Termination and Expiry);
- (j) clause 19 (Obligations when this Agreement Ends);
- (k) clause 20 (Survival);
- (l) clause 21 (Disputes);
- (m) clause 22 (Notices);
- (n) any other clause which by its nature is intended to survive this Agreement.

General

20. Disputes

- 20.1 The Parties must attempt to settle any dispute in relation to this Agreement in accordance with this clause 24 (Disputes) before resorting to court proceedings or other dispute resolution process.
- 20.2 A Party claiming that a dispute has arisen, must give written notice of the dispute to the other Party. On receipt of this notice, the Parties must within ten (10) Business Days of receipt seek to resolve the dispute.
- 20.3 If the dispute is not resolved within this ten (10) Business Day period or within such further period as the Parties agree in writing then the dispute is to be referred to the Australian Commercial Dispute Centre (**ACDC**) for mediation.
- 20.4 The mediation shall be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
- 20.5 If the dispute is not settled within forty (40) Business Days (or such other period as agreed in writing) after appointment of the mediator, or if no mediator is appointed within twenty (20) Business Days of the referral of the dispute to mediation, the Parties may pursue any other procedure available at law for the resolution of the dispute.
- 20.6 If the Agency requests it, You must continue performing this Agreement while a dispute is being dealt with in accordance with this Clause 24, to the extent practicable to do so.
- 20.7 Nothing in this clause 24 will prevent either Party from seeking urgent interlocutory relief.

21. Notices

- 21.1 Unless otherwise stated in this Agreement, all Notices to be given under this Agreement must be in writing, and hand-delivered, posted or emailed to the Authorised Person specified in the Contact Details or as otherwise notified in writing.
- 21.2 The receiving party will be deemed to have received the Notice as follows:
 - (a) if hand delivered, on the day on which it is delivered or left at the relevant address except when delivered on a day that is not a Business Day or later than 5.00pm on a Business Day then it will be deemed to have been duly delivered at 9.00am on the next Business Day;
 - (b) if sent by post within Australia:
 - (i) if posted using Express Post, the priority letter service option of regular post, or the priority service option for Registered Mail, on the fourth Business Day after the day on which it is posted;
 - (ii) if posted using the regular post option, on the tenth Business Day after the day on which it is posted;
 - (c) if sent by email before 5.00pm on a Business Day, the first of the following occurring:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

(d) if sent by email after 5pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.

23.3 Any such mode of service will be valid even where the party on whom service is affected may be in liquidation, bankruptcy or wound up and despite any other matter or event whatsoever.

22. Records and Auditing

22.1 Keeping of records, audit and rights of access to such records:

- (a) You must ensure adequate financial and operational records and registers, and other specific records or registers requested by the Agency, are kept and maintained whilst carrying out the Project and for a period of seven years after the date that is the earlier of the date of expiry of the Grant Period or termination of this Agreement;
- (b) You must authorise the Agency and any external auditor (Auditors) for the purposes of this Agreement to undertake audits, to examine and inspect, at reasonable times and on reasonable notice, any records You hold, and allow any such records to be copied or extracted, in whole or in part; and
- (c) You must provide all reasonable assistance for the Auditors to properly carry out the inspections and audits referred to in this clause.

22.2 Conflict of Interest

- (a) You:
 - (i) represent and warrant that, as at the date of this Agreement, no Conflict of Interest exists or is likely to arise in relation to the entry into, or performance of obligations under, this Agreement by You or any of Your employees unless otherwise advised by You in your funding application; and
 - (ii) undertake to promptly notify the Agency, in writing, immediately upon becoming aware of the existence, or possibility, of a Conflict of Interest.
- (b) On receiving a notice of a Conflict of Interest under clause 24.2(a)(ii), the Agency may:
 - (i) approve the continuation of Agreement, which approval may be subject to reasonable conditions to ensure appropriate management of the Conflict of Interest; or
 - (ii) where in the Agency's reasonable view the Conflict of Interest cannot be appropriately managed, terminate this Agreement; and
 - (iii) You must ensure that sub-clauses (a) and (b) of this clause 22.2 are included in any contract with an agent or contractor engaged by You in relation to the Project to ensure that they have the same obligations to You as You have to the Agency regarding conflicts of interest.

22.3 **Entire Agreement:** This Agreement supersedes all prior contracts, obligations, representations, conduct and understandings related to the Project as provided by this Agency and the Agency will not bear any delivery and financial risk for the delivery of the Project, other than in respect of payment of the Grant.

- 22.4 **Variation:** This Agreement may only be varied in writing signed by the parties. If You wish to vary this Agreement then You must first make a written request to the Agency, in the form as directed by the Agency, and provide such information as is reasonably required or requested by the Agency. Consideration of such request does not obligate the Agency to accept such request and may, in its sole and absolute discretion, reject any such request.
- 22.5 **Relationship**
- (a) This Agreement does not create a relationship of agency, partnership, and/or employment between the parties. All work performed by You and all contracts made by You to carry out the Project shall be as principal and not as an agent for the Agency.
 - (b) You must not represent Yourself as being an employee or agent of the Agency or as otherwise able to bind or represent the Agency.
- 22.6 **Waiver**
- (c) Any waiver by the Agency of a breach of this Agreement must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.
 - (d) If the Agency fails to exercise any of its rights under this Agreement, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect stop a party from relying on the terms of this Agreement to their full force and effect.
- 22.7 **Governing Law and Jurisdiction:** The Agreement is subject to and must be construed in accordance with the laws for the time being in force in New South Wales and the Parties submit to the non-exclusive jurisdiction of courts of New South Wales.
- 22.8 **Child Protection:** You are responsible for complying with the provisions of the *Children & Young Persons (Care and Protection) Act 1998* (NSW), *Child Protection (Working with Children) Act 2012* (NSW), *Children's Guardian Act 2019* (NSW) and any other laws which apply to child protection and for establishing systems for ensuring that You meet these obligations to the extent it is applicable to Your Project.
- 22.9 **Severability:** If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.
- 22.10 **Assignment:** You must not assign Your rights under all or any part of this Agreement, without the prior written consent of the Agency, such consent does not relieve You of your obligations under this Agreement.
- 22.11 **Counterparts:** This Agreement may be signed in any number of counterparts which taken together will form one instrument.
- 22.12 **Further assurance:** Each party must promptly execute all documents and do all things required by law, or that the other party from time to time reasonably requests, to effect, perfect or complete this Agreement and all transactions incidental to it.

- 22.13 **Electronic dealing:** Each party agrees that this Agreement and any other documents to be delivered in accordance with this Agreement may be electronically signed in accordance with the *Electronic Transactions Act 2000* (NSW) and will be deemed original signatures for the purposes of this Agreement and any such digital, scanned or electronically applied signature is to be treated in all respects as having the same effect as an original signature.

Special Conditions

SC1. End Recipient [remove if not applicable]

SC1.1. Where the Project Details specify an End Recipient, then:

- SC1.1.1. You acknowledge and agree that You are delivering the Project for the ultimate benefit of the End Recipient as an identified principal end user of the Project;
- SC1.1.2. You acknowledge that You and the End Recipient:
- (a) currently are parties to an agreement for lease or licence (or other such relevant agreement) relating to any part of the land on which the Project is or will be carried out; or
 - (b) if sub-clause (a) does not apply, will enter into an agreement for lease or licence (or other such relevant agreement) relating to any part of the land on which the Project is or will be carried out as the identified principal end user of the Project;
- SC1.1.3. where clause SC4.1.2(a) is applicable, the Agency acknowledges that may be reliant on the End Recipient performing any obligations it may have under such agreement for the delivery of the Project; and
- SC1.1.4. Notwithstanding any other provision of this Agreement, You may (by giving the Agency written notice) immediately terminate this Agreement at any time if any agreement for lease and licence referred to in SC4.1.2(a) is terminated or rescinded.

Executed as an agreement by

(name of Organisation as per the Agreement Details)

A.B.N: 19499848443 (Organisation A.B.N.)

in accordance with its constitution and, if applicable, any requirements for execution contained in the statute that establishes the Organisation by or in the presence of:

Gregory Hill

(person 1 name)

Mick Bell

(person 2 name)

)
)
)
)
)
(electronic signature)

)
)
)
)
(electronic signature)

Executed as an agreement for and on behalf of the Crown in right of the State of New South Wales, but not so as to incur any personal liability.

Melissa Backhouse
Manager Grants Programs, Office of Sport

)
)
)
.....
(electronic signature)

From: Gulargambone Rugby Club <gularrugbyclub@outlook.com>
Sent: Monday, 29 June 2026 1:15 PM
To: Greg Hill <gm@coonambleshire.nsw.gov.au>; Benn Jenkin <bennjenkin@hotmail.com>; Cr Paul Fisher <Paul.Fisher@coonambleshire.nsw.gov.au>
Subject: Re: Gulargambone Ruby Club -funding discussion

Some people who received this message don't often get email from gularrugbyclub@outlook.com. [Learn why this is important](#)

Hi Greg,

As per our discussion on the 24th of June 2026, the Gulargambone Rugby Union Committee is happy to assist with the management and completion of works for the Gulargambone Sports Ground lighting and changeroom upgrades.

If you need any further assistance please don't hesitate to reach out.

Cheers

Benn Jenkin

Gulargambone Rugby Union Club President



GULARGAMBONE RUGBY UNION

 gularrugbyclub@outlook.com
 PO Box 307, Gilgandra NSW 2827
 Gulargambone Rugby Union
 [gulargambonerugbyunion](https://www.instagram.com/gulargambonerugbyunion)

11 PLANNING AND SUSTAINABILITY

11.1 ECONOMIC DEVELOPMENT AND GROWTH REPORT

Author: Manager Economic Development & Growth

Authoriser: Director Sustainable Communities and Planning

Annexures: 1. Draft CBD Implementation_Map June26 [↓](#)
2. Digital Solutions Program Local Council Program [↓](#)

RECOMMENDATION

That Council receive and note the Economic Development and Growth activity report for June 2026.

EXECUTIVE SUMMARY:

The Economic Development & Growth team are focused on initiatives aimed at:

- Assisting the growth and retention of local business and population.
- Attracting diverse, sustainable and responsible new industry and development.

Building the profile of the Coonamble LGA to attract investment, industry, news residents and tourism.

BACKGROUND:

The EDG portfolio includes both economic development and tourism components.

Key projects and activities included in Council's strategic and operational plans are being progressed as outlined below:

REPORT:

Economic Development

1. Sons of the Soil site (SOTS) redevelopment

- EOI process for interested buyers commenced 25 June.
- Structural Engineer report received 9 June. P&E and Urban Services working through recommendations for adjusting propping and barriers to vehicles.

Next steps:

- EOI closes 24 July
- Evaluation of submissions late July – early August
- Report to Council / Final Council consideration - September 2026

2. Training & Workforce Development

- Accepted invitation to attend TAFE Connects with Coonamble to 'help shape how TAFE NSW supports local people and businesses, ensuring TAFE services and offerings better reflect local needs'.

Next steps: Gather intel and attend session on Thursday 6 August at Coonamble Campus

3. Business Support

- Council joined as partner with Digital Solutions Program under Australian Small Business Assistance Scheme. [see attached outline for information]
- Met with Service NSW business concierge and referred three (3) local businesses for support.
- Liaising with Warren Shire Council regarding delivery of Drought Resilience Grant received (\$100,000) which includes Coonamble shire businesses.
- Payments processed for successful applicants in June round of Business Activation Fund. Commenced promotion of next round.
- Responding to inquiries/requests from local businesses. Received new inquiries and provided information and referrals (1) River Road block redevelopment; (2) frequent drop outs in mobile service and internet in Coonamble; (3) support for Gular business expanding apprenticeships.
- Met with Corrective Services representative and General Manager regarding potential projects for those undertaking Community Service Orders in Coonamble, Gular and occasionally Quambone. Preparing a list of possible projects/activities (e.g. Museum cleaning, tree planting in Skillmans Lane carpark and rubbish at Tin Town/roadside stops).

Next steps: Link businesses to government-funded sources of advice and support.
Provide relevant local information and facilitate connections to progress investment proposals.

Advocate on behalf of local business and community.

Promote next round of Business Activation Fund to local businesses.

4. CBD Masterplan / Reactivation

- Working with consultant to map out a strategy that brings together existing and emerging projects, links to other plans and strategies, and has a clear implementation pathway.
- See attached **DRAFT CBD Implementation Map – for information only.**

5. Coonamble Main Street awnings/painting

- Contacted main street businesses who had expressed interest in painting.
- 1 request + quote received, two (2) are pending.

Next Steps:

- Provide level of assistance possible within remaining limited budget.

6. Housing Action Plan

- Preparing initial drafts of a Housing Action Plan.
- Mapping of Government, NGO, Council housing and vacant land has been undertaken by Council's GIS and rates staff.
- Investigating a mobile app that can be used to 'ground truth' the map by checking for houses that are boarded up, burnt down, etc.

Next steps:

- Work with other Council staff to conduct 'ground truthing' to identify unused government housing stock.
- Liaise with registered Community Housing providers to reactivate unoccupied homes.
- Prepare draft Housing Action Plan for presentation to Council.

7. Heritage Review for Local Environment Plan (grant-funded)

- Heritage consultant David Scobie is working through the 2010 list of recommended items via the online portal of the State Heritage Register referring to Council's branding and style guide ahead of design of Interpretive Signage.
- Interpretive panels relating to Tin Town discussed during workshop with Indigenous community on Thursday 25 June. This was organised as part of the Regional Art Trail project.
- EDG staff are finalising a database of property owners recommended for inclusion in the updated list for the LEP.
- Worked with Morris & Piper to submit progress report on grant funding.

Next Steps:

- Send a general letter to property owners outlining the Shire Heritage Study and what is involved. Send subsequent information and request for comment.
- Once all information has been distributed, allow a three (3) week period for comment and updated photographs.
- Support consultant in final phases of Heritage Review. A report will be provided to the August meeting with the project to be finalised by 4 September 2026.

8. Dental Services (staff time only at this stage)

- Liaising with Coonamble Local Aboriginal Land Council (CLALC) regarding potential options if they choose to make the dental clinic space and equipment available. Presentation set for LALC meetings on 2 and 9 June 2026 was rescheduled to the week beginning 13 July 2026.

Next steps:

- Await CLALC determination of whether the clinic will be made available.
- Draft Prospectus to take to potential dental service providers.

9. Health Services Gap Analysis & Stakeholder Roundtable (staff time only)

- Compiling a list of relevant stakeholders and setting date for stakeholder roundtable.

Next steps:

- Continue to liaise with health services to facilitate a local roundtable in July 2026.

10. Youth Accommodation – Coonamble and Gulargambone (staff time only, budget for ongoing management and operations TBC)

- Liaising with two preferred Property Management companies to submit documentation for a decision to be made.

Next steps:

- Recommend preferred option in conjunction with General Manager and Director Sustainable Communities and Planning for determination at Council's August meeting.

11. EV Chargers

Next steps:

- Await outcome of Kar Chargers' application for Coonamble shire under NSW Government's Electric Vehicle Fast Charging Grants. Expected in August.

12. Industrial Land Provision – Precinct development and land sale

Next steps:

- Awaiting outcome of land rezoning process.

Tourism & Events

13. Artesian Baths Operations & Marketing Plan (budgeted)

- Supporting consultant to research and develop the plan.
- Provided feedback from Council's 17 June 2026 workshop to GHD to confirm design adjustments.

Next steps:

- Continue to supply information to project consultant.
- Liaise with GHD and relevant stakeholders as needed.
- Work with other staff on project planning and capital expenditure review for the project.

14. Coonamble Museum Precinct Reactivation – (budgeted 2026/27)

- Structural Engineer supplied report on 9 June 2026. Referred to Urban Services/Planning and Environment departments for action on remediation plan.
- Inspected precinct with General Manager, Director and other staff to devise plan on 23 June 2026.

Next Steps: **See separate report - for information only.**

15. Tourism Signage: (budgeted)

- Flagpoles and banners: Poles have been supplied. Flags have been delivered. Request made for installation of new flagpoles.
- Shire Entrance Signage: Design for new Shire Entrance signage has been completed (see below). Quotes are being sought for installation.



16. RV Friendly Camping at Showground:

- QR code for payment/donation for staying at the RV Friendly site continues to draw in donations, with a total of 11 bookings since the QR codes were installed and \$150 in donations.

Next steps:

- Purchase and install VIC open/closed sign for roadside to replace teardrop banner.
- Purchase and install Museum open/closed sign.

17. Freedom Ride Trail – Blue Plaque

- The location for the '1965 Freedom Ride Blue Plaque Trail' plaque has now been confirmed on the exterior wall of the Two Eight Two Eight Café building.
Installation is scheduled for between 13-17 July 2026, with the official grand opening to take place in Kempsey NSW, at the site of the where the Trail starts. An official unveiling of the Plaque in Gulargambone will take place at Two Eight Two Eight, with date to be confirmed.

Next steps:

- Await date for launch event and co-ordinate promotion with Heritage NSW, Two Eight Two Eight and local community stakeholders.

18. Coonamble Regional Art Trail (grant-funded)

- Project Manager visited week of 22 June 2026.
- Quambone Contemplation Circle – design created, fabricator engaged, and foundation works are being negotiated.
- Gulargambone Metal Galah sculptures – Brain Campbell has begun construction of the Galahs.

- Smith Park Murals (Amenities Block) – mural artist Lukas Kasper held artwork workshop with local artists on 26 June and painting to commence week beginning 29 June.
- Tin Town Contemplation Circle – initial design concepts have been created with the input of local community members. Project Manager attended workshop hosted by Literacy for Life on Wednesday 24 June 2026 and around 30 local Indigenous people attended with clear consensus.
- Agreement gained on artwork and locations for interpretive signage.

Next steps:

- Artworks to be completed and installed as per agreed concepts.
- Acquit grant.
- Arrange suitable launch events in each community.

19. Real Country Regional Tourism Collaboration (ongoing – budgeted 2026/27)

- Communication with Gilgandra and Warrumbungle Councils ongoing with marketing arrangements pending confirmation of all three shire budgets.

Next Steps:

- Creation of Warrena Creek Reserve Masterplan with the incorporation of the Real Country infrastructure works.
- Creation of Warrena Creek Reserve Plan of Management.

20. Country Heartline – (ongoing – budgeted 2026/27)

This is a collaborative initiative between Bogan and Warren Shires, led by Warren Shire staff, with a similar objective to the Real Country Regional Tourism partnership involving Coonamble, Gilgandra and Warrumbungle Shires.

- Installation of the Country Heartline information signs (image below) took place on Tuesday 16 June 2026, with one (1) being installed in Smith Park and another at the RV Camping site at the Coonamble Showground.
- Council also received two (2) wayfinding signs, of which one (1) will be installed in Quambone and the other in Gulargambone.



Next Steps:

- Work with Bogan and Warren Shires on a social media and new business onboarding plan.

21. Neville Owen Collection – Digitisation

- The Neville Owen Collection of photographs and negatives is held by Coonamble Shire Council on behalf of the Coonamble district community, having been bequeathed by Mr Owen prior to his passing in 2020.
- An application was submitted to the Community Heritage Grants (CHG) of the National Library of Australia.
- A further application was submitted to the Royal Australian Historical Society (RAHS).

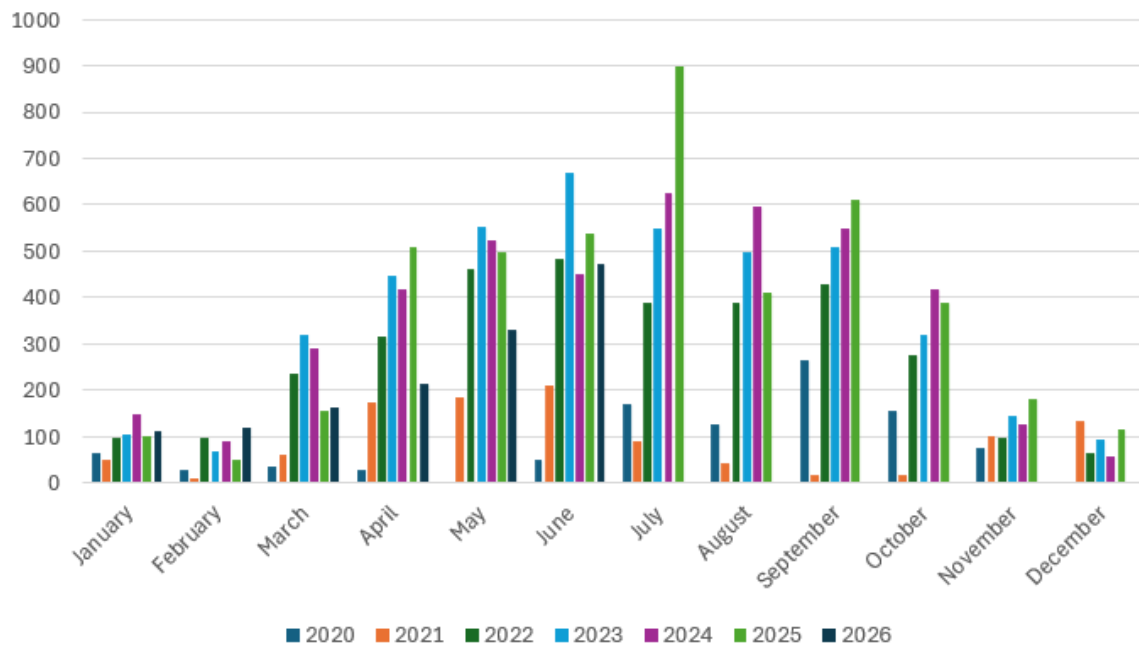
Next steps:

- Await outcome of CHG funding.
- Await outcome of RAHS funding.

22. Coonamble Information and Exhibition Centre

- Since the previous reporting period, the Coonamble Information and Exhibition Centre have welcomed a total of 473 visitors to 23 June 206 (up from 304 during May). This does represent a decrease compared to the same period last year, which recorded 536 visitors, but numbers are starting to creep back up which is positive.
- The centre was open across the long weekend which did see an increase on last year's numbers, with 151 visitors to the centre over the weekend, an increase on the previous year's 79 visitors.
- The Centre continues to play an important role in supporting visitors to the region and enhancing their overall experience.

Coonamble Information & Exhibition Centre Visitor Stats



23. Coonamble Rodeo & Campdraft Wrap Up

Coonamble Shire staff set up a stall at the Coonamble Rodeo & Campdraft over the long weekend to sell merchandise from the Coonamble Information & Exhibition Centre, launch the Cowchella event in October and sell Cowchella branded merchandise. Over the weekend including sales at the Coonamble Information & Exhibition Centre, Coonamble Rodeo & Campdraft and the Mink&Me pop up shop in the main street, the total sales calculated to \$3,396.30 for the weekend.



24. Cowchella

The Cowchella event officially launched at the Coonamble Rodeo & Campdraft weekend with the stall and banners on the front entrance to the Rodeo and on the entrance to the main street of Coonamble.

An announcement about the event was posted on both Instagram and Facebook social media, with huge numbers and engagement. There were over 61,000 views of the initial post and it was shared over 300 times.

Planning continues to progress, with artist bookings currently being finalised and contracts being signed. The event program is continuing to take shape, with a strong focus on delivering a vibrant and engaging festival experience that reflects the unique character of the region.

25. Coonamble Riverside Caravan Park

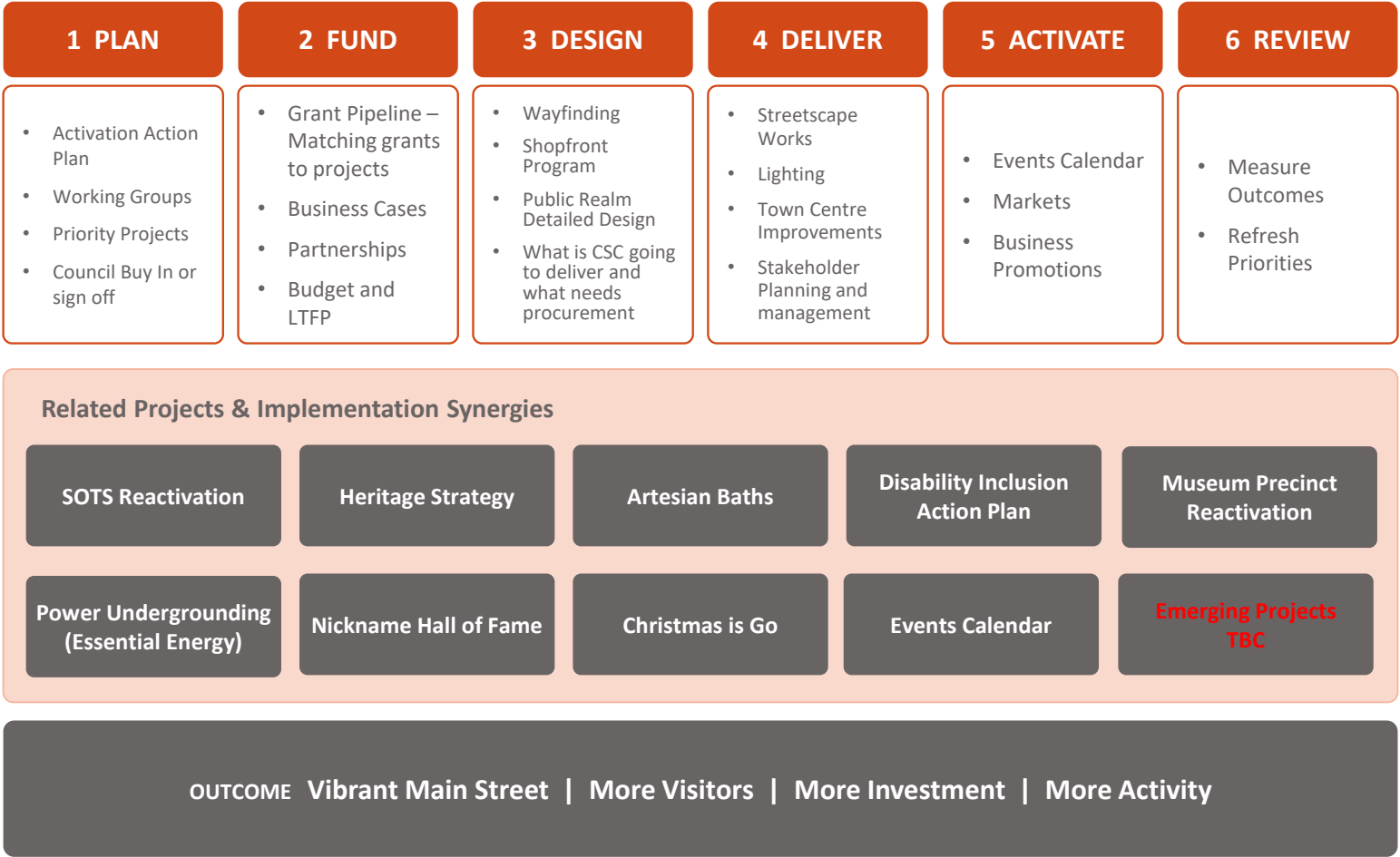
- Received and accepted quotations for the installation of new secure doors and locking systems for the male and female amenities blocks and for repairs to the steps of the two (2) older cabins.
- Road base was delivered and potholes filled within the park ahead of the June long weekend which was much appreciated by Park staff.

Next steps:

- Ensure repair/upgrade works are completed as soon as possible.
- Meet with Belgravia representatives on 1 July 2026 to discuss plans, priorities and agreed action for the Park along with communication and reporting processes for the remainder of the contract period.

Coonamble Main Street Activation

Council Implementation Map - DRAFT 24 JUNE 2026





Australian Small Business Advisory Service Partner Council Program.



AUSTRALIAN SCHOOL OF
EMPLOYMENT

The Australian Small Business Advisory Service Partner Council Program gives selected Australian Councils the opportunity to strengthen local business capability without needing to fund or build a new small business program internally.

Through this partnership, the Australian School of Employment (ASE) will come to your LGA to deliver practical face-to-face digital workshops and interactive webinars for small business owners. Local businesses will also be able to access individual digital mentoring, online learning resources and printed program materials customised with your Council logo for local promotion and community distribution. Workshops and mentoring can support businesses across practical digital capability areas, including digitalising a small business, social media and digital marketing, selling online, business software, AI and emerging technologies and cybersecurity and data privacy.

In return, Partner Councils help connect local businesses with the opportunity by promoting the program through Council channels and trusted local networks. This may include Council newsletters, social media, economic development contacts, business databases, local chambers and community networks, along with helping encourage businesses to register for workshops delivered in their region.

Following the workshops, Councils may also choose to help more local businesses access personalised support by funding or subsidising the \$110 co-contribution fee for eligible small and micro-business owners in their region to receive up to 5 hours of one-on-one digital mentoring.

ASE has been appointed the exclusive provider of the Australian Small Business Advisory Service - Digital Solutions Program in New South Wales and the Australian Capital Territory from 2026 to 2030.



About Us.

The Australian School of Employment is a community-led and purpose-driven education business for good. We're a registered social enterprise that helps Australians start a business, grow their business or find work through practical mentoring and high-energy workshops.

- Founded by three young Australians in 2020 and reinforced by the expertise of seasoned educators, professionals and governance experts, the Australian School of Employment is committed to driving innovation and positive transformation across education, entrepreneurship and employment. With a unique combination of diverse lived experience and world experience, we bring a fresh and insightful perspective to industry challenges, rooted in a deep understanding of the issues affecting our community.
- The Australian School of Employment has partnered with the Australian Government, Queensland Government, New South Wales Government, Victorian Government, Western Australian Government, Westpac, Microsoft and Canva to deliver our programs to more than 300,000 people.



301,022

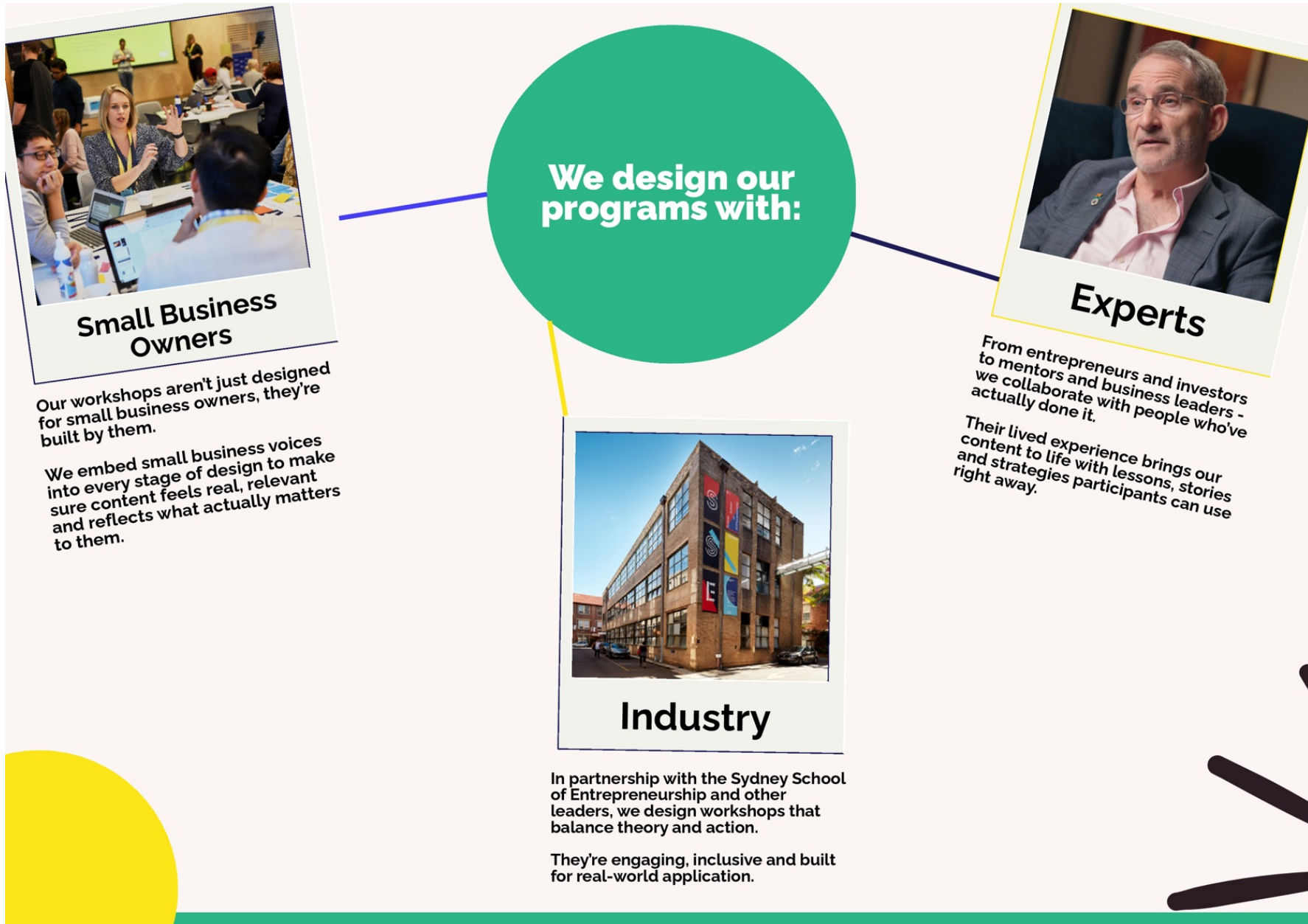
individuals have participated in our face-to-face and online education programs.



51 percent

of our inspirational alumni are based in a regional, remote or rural Australian community.





The Digital Skills We Teach Small and Micro-Business Owners.

We teach practical digital skills that help small businesses improve the way they operate, market and grow. Support is focused on real capability building across the key digital areas that matter most in business.

-  **Introduction to Digitalising Your Small Business:** Helping small businesses understand digitalisation, identify where digital tools can improve operations and align digital decisions with business goals.
-  **Social Media, Digital Marketing and Selling Online:** Supporting small businesses to strengthen their online presence, create and manage websites and social media and build digital marketing strategies.
-  **Using Business Software:** Assisting small businesses to choose and use the right software for sales, accounts and payroll, inventory and customer relationships so they can operate more efficiently. For example, setting up accounting, social media, etc.
-  **AI and Emerging Technologies:** Helping small businesses explore practical uses of AI and other emerging tools including content creation, automation, customer engagement and business insights.
-  **Cybersecurity and Data Privacy:** Supporting small businesses to identify cyber risks, improve digital safety and understand their responsibilities around protecting customer and business data.



What does ASE provide to Partner Councils?

Give local small and micro-businesses access to practical digital support without Council needing to fund, develop or deliver a new program. ASE provides the workshops, webinars, resources and mentoring pathways to support local economic development in your region.

CUSTOM FACE-TO-FACE WORKSHOPS - FULL DAY OR HALF DAY

ASE will come to your LGA to deliver practical, face-to-face digital workshops for local small and micro-business owners. Together, we will determine the right level of support for your community, with the option to deliver up to 6 workshops per year.

CUSTOM WEBINARS

ASE will develop and deliver customised digital webinars for local small and micro-business owners, tailored to the needs and interests of your community. Together, we will determine the right webinar schedule, with the option to deliver up to 6 webinars each year.

CUSTOM DIGITAL SOLUTIONS PAGE

ASE will create a customised Digital Solutions webpage featuring your Council logo. The page will include links to on-demand short courses based on the digital skills small business owners have told us they most want to learn.

CUSTOM PROMOTIONAL MATERIALS

ASE will create digital and/or printed flyers featuring your Council logo to promote the mentoring opportunity to local small and micro-business owners. Eligible businesses can access 5 hours of private mentoring and digital business support, valued at \$1,995 per business. Participants pay the \$110 Australian Government co-contribution fee or, where financial hardship applies, this fee can be waived completely.

PARTNER COUNCIL PROGRAM SIGNING CEREMONY

As part of delivery of the first face-to-face workshop, ASE will work with your Council to coordinate an Australian Small Business Advisory Service Partner Council Program signing ceremony, with participation from the Mayor or an appropriate Council representative. The ceremony provides an opportunity to formally recognise the importance of small business and the Council and ASE's commitment to providing small business opportunities to the local region.

What does Council do?

Council's role is simple: put Digital Solutions workshops, webinars and mentoring opportunities in front of local small and micro-business owners through Council channels and trusted local networks.

PROMOTE THE PROGRAM LOCALLY

Share the Australian Government Digital Solutions Program through suitable Council channels, such as newsletters, social media, business directories, economic development contacts, local chambers, business networks and community partners.

PROVIDE A VENUE + HELP FILL LOCAL WORKSHOPS & WEBINARS

Provide a suitable venue for the face-to-face workshops and promote the workshops and webinars delivered in the LGA through Council channels and trusted local business networks. Council will support registrations, with a minimum of 15 local small and micro-business owners required for each session to proceed.

IDENTIFY LOCAL BUSINESS NEEDS

Work with ASE to identify the most relevant workshop and webinar topics for businesses in the region, helping ensure the support responds to local priorities.

SHARE MENTORING OPPORTUNITIES

Promote the opportunity for eligible businesses to access five hours of private digital business mentoring and support through the Digital Solutions program.

OPTIONAL - SUBSIDISE OR FUND THE AUSTRALIAN GOVERNMENT CO-CONTRIBUTION FEE FOR MENTORING

There is no cost for Council to become a Digital Solutions Council Partner. Eligible local businesses pay a \$110 Australian Government co-contribution fee to access 5 hours of private digital mentoring and business support, unless the fee is waived due to financial hardship. Partner Councils can choose to subsidise or fully fund this fee for a set number of local businesses, helping make personalised digital support more accessible across their community, including for businesses that may not meet the financial hardship waiver criteria.

Our Team.

Programs for Small Business Owners, Led by Small Business Owners

At the Australian School of Employment, we believe small and micro-business owners deserve practical support that meets them where they are.

Our workshops, webinars and mentoring pathways are designed and delivered by a dynamic team of facilitators, business professionals and industry experts who understand the realities of running and growing a business.

We bring practical knowledge, fresh thinking and real-world experience to help small business owners build confidence across digital marketing, online sales, business software, AI and cybersecurity.



Our team of 50+ Highly Engaging Program Facilitators deliver programs right across Australia.



Our programs support small and micro-business owners to build practical digital skills they can apply straight away.



Lead Facilitators bring strong workshop delivery experience and real-world business insight.



We create engaging and practical learning experiences that help business owners take action with confidence.



11.2 2026 JUNE LONG WEEKEND RODEO - FEEDBACK

Author: Manager Economic Development & Growth

Authoriser: Director Sustainable Communities and Planning

Annexures: Nil

RECOMMENDATION

That the following Rodeo feedback report be received and noted.

EXECUTIVE SUMMARY:

Following the 2026 Coonamble Rodeo and Campdraft, the Economic Development team collected feedback from local businesses to better understand the economic and community impacts of major events across the Shire.

The feedback provides valuable insights into the benefits, challenges and opportunities associated with hosting large-scale events and will assist Council in refining its approach to event support, business engagement, infrastructure planning and visitor services. The findings will help inform future strategies and partnerships to maximise the positive outcomes of major events for local businesses, residents and visitors.

BACKGROUND:

As part of the post-event evaluation process, Council sought feedback from local businesses regarding the economic and community impacts of the 2026 Coonamble Rodeo & Campdraft.

A total of 25 businesses participated in the survey. Of these, 24 businesses (96%) were open during the event weekend, with only one business reporting closure due to staff shortages.

REPORT:**Impact on Local Business**

The feedback highlighted the significant economic benefit generated by the event:

- 76% of businesses reported an increase in trade, including:
 - 15 businesses reporting a significant increase; and
 - 4 businesses reporting a moderate increase.
- 12% of businesses reported no noticeable change in trade.
- 8% of businesses reported a decrease in trade.
- Among businesses that provided estimates, the majority reported trade increases exceeding 50%.
- 92% of businesses observed visitors from outside the region.

- 100% of respondents indicated they would participate in coordinated town promotions associated with future major events.

General Feedback

Overall feedback was overwhelmingly positive. Businesses described the event as well organised, professionally delivered and a significant drawcard for visitors to the region.

Respondents noted the positive impact on local trade, the local economy and the vibrant atmosphere created throughout the town.

Many businesses also acknowledged the efforts of the Rodeo & Campdraft Committee and volunteers in delivering a successful event.

Opportunities

Several opportunities for improvement and leveraging more benefits from event visitation were identified, including:

- Increased accommodation capacity, particularly motel-style accommodation.
- Improved pedestrian infrastructure, including footpaths, lighting and safer connections between accommodation areas, event venues and the CBD.
- Increased business participation and extended trading hours during major events.
- Additional transport options and food services, particularly breakfast offerings.
- Improved event signage and wayfinding throughout the town.

Businesses also suggested several opportunities to further enhance future events, including:

- Main street markets and activation activities.
- Live entertainment within the CBD.
- Additional family-friendly activities.
- Initiatives that encourage visitors to travel from event venues into the town centre and local businesses.

A small number of respondents raised concerns regarding:

- anti-social behaviour late on Saturday evening,
- the need for additional seating and comfort facilities at the showground,
- opportunities for local businesses to provide food delivery services to event patrons.

Key Comments

'Better road access - Walk way/boardwalk on side of road/footpath from hospital to entrance gate. More Lightning - Better access from camping ground to showground.'

'Talk to business houses to open up and stay opened during the weekend.'

'Maybe get school children to do drawings of Rodeo etc and put in shop windows or window dressings to set an atmosphere to encourage people to walk down the street.'

'More accommodation (motel like accommodation) as not everyone likes to camp and motels are limited in town.'

'Better Lighting and better improved walkways on highway. Too many people walking in the middle of the roads.'

'Designated crossing zone - this year people seemed to be crossing the street in all areas, would it be possible to funnel them across in one section from campgrounds.'

Future Actions

Based on the feedback received, Council's EDG team has identified several opportunities to support local businesses and enhance visitor experiences during future major events:

- Strengthen engagement with local businesses prior to major events to identify service gaps and opportunities. This may include facilitating temporary food and beverage services, or utilising Council-owned assets where appropriate to assist businesses in meeting increased demand.
- Develop a strategic pedestrian connectivity plan linking key event precincts, including the Coonamble Showground and Rodeo Arena, Coonamble Racecourse and Bore Bath precinct, accommodation areas and the CBD. The plan would consider both footpath infrastructure and pedestrian lighting requirements.
- Work with business, property owners and community groups to co-ordinate or incentivise event-based shopfront promotional decorations.
- Continue to review existing event signage and wayfinding infrastructure to identify opportunities for improvement and enhance visitor navigation throughout the town.
- Continue working collaboratively with event organisers, local businesses and community stakeholders to maximise the economic and social benefits generated by major events.

11.3 COONAMBLE MUSEUM PRECINCT REACTIVATION

Author: Manager Economic Development & Growth
Authoriser: Director Sustainable Communities and Planning
Annexures: Nil

RECOMMENDATION

That the following Museum Precinct Reactivation report be received and noted.

EXECUTIVE SUMMARY:

The purpose of this report is to flag the proposed process for updating and re-opening the Coonamble Museum Precinct to the public, taking into consideration the remediation and repair program, which is just commencing.

The Museum Precinct has been a key part of the shire's tourism offering for many decades and is also used as an educational tool and excursion destination for local schools and preschools.

In line with the expressed support from the community, Council is looking to reinvigorate the Precinct so it can again be a valuable asset for the district.

BACKGROUND:

The Coonamble Museum Precinct includes the former Police Station, Stables, yard and outbuildings located at 64a Aberford Street, Coonamble on the bank of the Castlereagh River and adjacent to the Sir Edward Hallstrom Bridge.

Structures:

The two main buildings were closed after an inspection by a structural engineer in March 2024 found that structural movement had made the buildings unsafe.

To obtain a scope of works to remediate and repair the buildings, a separate structural engineering company was engaged to inspect the buildings and provide recommendations for remedial action. The draft reports were received on 9 June 2026 and were finalised with feedback from council staff.

The report proposed a series of actions that could be undertaken to prevent further damage, remediate much of the existing damage and stabilise both buildings with minimal interference to the structures themselves. This program of work is set to commence and will be managed by Council's Planning and Environment and Urban Services teams.

Collection:

Importantly, the structural engineer's report also found the building was safe to access for both staff and the public. However, the display of the main collection housed in the former police station has not been updated for approximately a decade and the display in the stables has been removed to prevent damage.

Due to long term budget constraints, the presentation and interpretation of the historical collection and local storylines falls well short of modern museum exhibition standards. A preliminary assessment by EDG staff has found:

- Extensive use of laminated paper and card attached to walls with blu-tack
- Some items on display have no apparent link to or minimal significance in local history
- Some heritage items are not correctly protected from damage, deterioration or theft
- The overall collection display lacks coherence and flow.

A [Collections Policy](#) for the Museum Under the Bridge was adopted by Council in October 2021. It appears that the Policy and associated actions have not been subsequently implemented.

In the intervening period, parts of the collection and/or information displays were:

- Placed into storage
- Relocated to a planned temporary pop-up museum space in the Sons of the Soil building (some items remain in that space)
- Lent to external parties (e.g. Coonamble Times for their 140th anniversary in 2025 – returned; Angie Little for telephonist reunion in 2026.)

REPORT:**Proposed Reactivation Process**

To progressively reactivate the museum while longer-term planning is undertaken, a staged approach is proposed.

Stage 1 – Activation of the museum grounds

Subject to appropriate risk assessments and operational requirements, the museum grounds could be made available for community and private hire for events such as weddings, birthday celebrations, small gatherings and community functions.

Activating the outdoor space would increase community use of the precinct and encourage greater awareness of the site. Prior to implementation, investigations will need to be undertaken regarding insurance requirements, staffing, security, booking processes and site management responsibilities.

Stage 2 – Get Ready to Reopen

Work with other divisions of council to undertake cleaning and basic maintenance of grounds and museum interior. This may involve some minor adjustments to the current display to protect valuable items.

Conduct a quick internal review of the Collections Policy and create an Interim Museum Precinct Management Policy to guide future decisions.

Stage 3 - Reopening of museum

Working with the manager of remediation works to confirm timing for public access and while further collection planning is undertaken, the museum could reopen under its previous operating model, with visitation managed through bookings facilitated by the Coonamble Information & Exhibition Centre. This would allow the precinct to resume its tourism and educational function while longer-term improvements are developed.

Stage 3 – Collection assessment and planning

A significance assessment of the collection was recommended in 2021 to identify items of historical and cultural importance to the Coonamble community. This process will help establish a clear curatorial direction, strengthen interpretation of local stories and guide future collection management and exhibition planning.

Stage 4 – Exhibition renewal and modernisation

Modernising the presentation and interpretation of the collection will be essential to revitalising the museum and aligning displays with contemporary museum standards. Improved display methods will enhance visitor engagement while ensuring heritage items are appropriately protected from deterioration, damage and potential theft. This stage would also provide an opportunity to create a more cohesive visitor experience through improved storytelling, interpretation and exhibition design. It is likely to include audio visual, digital and interactive components.

11.4 WASTE RECYCLING EMPLOYMENT INITIATIVES REPORT

Author: Manager Waste, Recycling & Employment

Authoriser: Director Sustainable Communities and Planning

Annexures: Nil

RECOMMENDATION

That Council receive and note the Waste, Recycling and Employment Initiatives report for June 2026.

EXECUTIVE SUMMARY:

This report provides an overview of key waste management, recycling, compliance, and employment initiatives undertaken during June 2026.

Major operational activities included:

- Weighbridge compliance improvements
- Community Recycling Centre (CRC) compliance
- Illegal dumping management
- Implementation of cardboard recycling initiatives
- Planning for the Household Chemical Clean-Out Program
- Progression of the new landfill cell
- Expansion of Return and Earn automation services

Council continues to work collaboratively with Tomra Cleanaway, the NSW EPA, the NetWaste Group, and other regional partners to enhance service delivery and meet regulatory requirements.

BACKGROUND:

Council delivers an extensive suite of **waste management, recycling, and environmental compliance** services designed to meet regulatory obligations, support community needs, and improve regional resource recovery outcomes. These services operate within a complex framework of NSW EPA requirements, regional partnerships, contractor arrangements, and evolving waste-stream challenges.

Council's responsibilities span operational, regulatory, and community-facing functions, including:

- **Return and Earn operations** — managing local container deposit infrastructure and collaborating with Tomra Cleanaway to maintain service delivery.

Illegal dumping management — prevention, investigation, clean-up, and pursuit of external funding to offset rising costs.

Vehicle impounding processes — ensuring compliance with statutory requirements for abandoned or seized vehicles.

Cardboard recycling initiatives — expanding diversion capacity and seeking funding for equipment upgrades.

Community Recycling Centre (CRC) compliance — maintaining EPA-approved handling of problem wastes and preparing for Household Chemical Clean-Out events.

Regional FOGO planning — working with NetWaste and neighbouring councils on exemption pathways.

Diversion of tyres, mattresses, and motor oils — coordinating contractor transitions and managing stockpiles.

Kerbside collection services — ensuring compliance with payment requirements and addressing service issues.

Blue skip bin hire services — responding to increasing demand from community housing providers and regional facilities.

Council works closely with a wide network of partners including the NSW EPA, NetWaste, regional councils, Aboriginal organisations, recycling contractors, and industry operators to improve environmental outcomes, strengthen compliance, and enhance community access to waste services.

REPORT:

This report provides a comprehensive update on waste operations, EPA compliance, landfill cell development, community engagement, and regional collaboration activities undertaken during June 2026.

Weighbridge software

Weighbridge software upgrades are required to meet regulatory obligations. Failure to implement appropriate systems may expose Council to compliance risks.

Resource Hub has been engaged to deliver the required software in this regard, with installation scheduled for next month.

CRC

CRC compliance remains a priority, alongside preparation for the Household Chemical Clean-Out Program.

Engagement

Council has engaged widely with government, industry, and community stakeholders, including:

- Tomra Cleanaway
- NSW EPA

- NetWaste
- Paper Resources Sydney
- Resource Hub
- Gilgandra, Warren, and regional councils
- Coonamble Local Aboriginal Land Council
- Services Our Way
- Aboriginal Housing Office (Dubbo)
- Feedlot operators
- Resmart Recycling
- SIRCEL (Parkes)
- Sam's Waste (Dubbo)

Illegal dumping

Illegal dumping clean-up costs are increasing, highlighting the need for additional funding support. Council is currently working with external consultants Morris Piper on grant submissions to secure funding. Funding opportunities being explored include:

- EPA grants
- Corporate funding avenues
- Cardboard recycling infrastructure funding

Landfill Operations

Progress continues on the development of the new landfill cell following delays caused by adverse weather. Outstanding works include:

- Litter fencing installation
- Profiling and final trimming
- Sump pit construction
- Leachate management systems

Native grasses have been planted on batters, with expected establishment over the next 12–18 months.

Waste volumes continue to increase across both Coonamble and Gulargambone facilities, particularly during long weekends, community events, and contractor activity.

Recycling and Resource Recovery

The cardboard recycling initiative continues to expand, with funding being sought for equipment upgrades.

Tyre and mattress recycling services will transition from JKW to Bingo in July.

Scrap metal and whitegoods stockpiles are increasing, with the next contractor collection planned prior to Christmas or when sufficient tonnage is achieved.

Currently, there are no viable recycling options for solar panels. These will be directed to landfill where necessary and have not been included in Council's fees and charges for the new financial year.

Operational Challenges

Ongoing plant breakdowns (loader and compactor) are impacting daily landfill operations and cell cover requirements.

Kerbside collection compliance issues persist, with an increase in unpaid bins presented for collection. Only bins with valid payments will be serviced.

Infrastructure and Service Improvements

Design and costing for a vehicle impounding compound at the Coonamble Waste Facility is progressing.

A community survey regarding waste facility operating days and hours will be released via Council's website, social media, and onsite distribution.

Blue Bin Hire Service

Demand for blue bin hire services continues to grow, particularly from community housing providers. Additional bins are being sourced.

Two blue bins have been delivered to the Quambone Waste Facility.

Local suppliers were invited to submit Expressions of Interest (EOI) for bin fabrication; however, feedback indicates limited capacity to meet requirements

Staff Recognition

Glen Hamilton – acknowledged for leadership in Return and Earn operations and ongoing support of cardboard recycling initiatives.



Daniel Woodard – recognised for contributions to saleyards upgrades, including vegetation clearing and pond clean-out works.



Conclusion

Council's waste and recycling services continue to expand in response to increasing demand, regulatory requirements, and community expectations. Key priorities remain compliance, infrastructure development, resource recovery, and securing funding to support ongoing improvements.

Waste Management Services

The tables below provide the revenue and expenditure for all waste disposal facilities in the Coonamble Shire.

Solid Waste Management

Income	JUNE 2026	Year to Date
Annual Charges - Residential	0	769837
Annual Charges – Non- Residential	0	292268
Interest on Overdue Annual Charges	1745	22251
Grant – Pensioner Subsidy	0	15724
Gate Fees – Domestic	2242	47134
Gate Fees – Commercial	10868	159438
Sales – New Bins	380	5276
Return & Earn Commission	2618	42724
Sales – Recyclables	0	31242
Private Works	1095	26457
Total Revenue	\$18,948	\$1,412,351
Expenditure	JUNE 2026	Year to Date

Solid Waste Collection Expenses	7761	174628
Solid Waste Other Expenses	101	6028
Insurance	0	2909
Electricity	0	3796
Telephone & Communications	12	3587
Printing - Waste Depo	1	698
Rates and Charges	0	523
General Expenses	0	3974
Plant & Equipment Maintenance	4	3792
Waste Depot Operations	38249	589841
Waste Depot Wages	12609	353630
Building Maintenance	171	4526
Private Works	1410	18829
Plant & Equipment	0	2368
Waste Operations Housing Subsidy	367	2760
Total Expenditure	\$60,685	\$1,171,888
Total Revenue - Expenditure	-\$41,737	\$240,463

Return and Earn – 2025/2026

Site	JUNE		Year to Date	
	Items	Amount	Items	Amount
Coonamble	78380	\$ 7,838.00	979,709	\$ 97,970.90
Quambone	2467	\$ 246.70	94,484	\$ 9,448.40
Total			1,074,193	\$107,419.30

11.5 PLANNING AND COMPLIANCE DEPARTMENT UPDATE

Author: Compliance and Support Officer
Authoriser: Director Sustainable Communities and Planning
Annexures: Nil

RECOMMENDATION

That the Planning and Compliance Department report be received and noted.

EXECUTIVE SUMMARY:

The Planning, Regulatory and Compliance department continues to deliver core statutory functions across development assessment, regulatory enforcement, companion animal management, and environmental compliance. Activity during June 2026 reflects steady development enquiry, ongoing regulatory investigations, and continued operational pressures relating to illegal dumping and EPA compliance requirements.

BACKGROUND:

The Planning, Regulatory and Compliance department is responsible for:

- Assessing development applications, construction certificate, complying development certificate, building information certificate and occupation certificate applications.
- Administering *Local Government Act* approvals.
- Managing companion animal impoundment and regulation.
- Responding to regulatory matters including illegal dumping, environmental compliance and development control.
- Ensuring Council meets statutory obligations under the *Environmental Planning and Assessment Act 1979*, *Local Government Act 1993*, and associated regulations.

REPORT:

This report summarises departmental activity for June 2026.

Regulatory Services

Companion animal activity for June 2026:

Seizure Activities:	Dogs	Cats
Seized	0	0
Returned to Owner	0	0

Impounding Activities:	Dogs	Cats
Animals in pound at start of month	6	0
Incoming Animals	Dogs	Cats
Transferred from seizure activities	0	0
Abandoned or Stray	16	0
Surrendered	20	0
Total Animals in Pound	42	0

Outgoing Animals	Dogs	Cats
Released to Owner	6	0
Euthanised	2	0
Released to Rehoming Organisation	25	0
Sold	0	0
Died at Pound	0	0
Stolen from Pound	0	0
Escaped from Pound	0	0
Total Animals Leaving Pound	33	0
Animals in Pound at end of Month	9	0

No dog attacks were reported during June 2026.

Planning Services

The following is a summary of applications determined under delegated authority during June 2026:

June 2026			
Application Number	Description of Works	Address of Proposed Works	Approved Date
Development Applications			
DA008/2026	Storage Shed and Shade Structures	Lot 100 DP 1281263 8 Yalcogrin Street GULARGAMBONE	03/06/2026
DA007/2026	Rural Subdivision (Boundary Adjustment)	Lot 2 DP 590232, Lot 133 & Lot 134, DP 754183 923 Warrena Road Coonamble	02/06/2026
Building Information Certificates			
	NIL		
Construction Certificates			
	NIL		

Occupation Certificates			
	NIL		
Local Government Approvals			
LA005/2026	Install Manufactured Dwelling	'North Brenda' Lot 140 & 142, DP 754199 Lot 5, DP 112096 Lot 1, DP 1255983 Carinda Road Coonamble	11/06/2026
LA006/2026	Approval to Operate a Mobile Food Van (Private land)	Lot 7, DP 658821 97 Castlereagh Street Coonamble	04/06/2026
LA007/2026	Approval to Operate a Mobile Food Van (Public Land)	Lot 238, DP 40043 (Coonamble Showgrounds) 160-180 Castlereagh Street Coonamble	03/06/2026
LA008/2026	Approval to Operate a Mobile Food Van (Public Land)	Lot 1, DP 667736 (Coonamble Sportsground) McCullough Street Coonamble	04/06/2026

Planning Portal applications status report

Type	Reference Number	Submitted Date	Address	Development Description	Workflow Status
BIC	BIC-51541	14/04/2026	68 Castlereagh St Coonamble	Building Information Certificate for unapproved works	Additional Information Requested
DA	PAN-647276	15/06/2026	14-16 Calga St Coonamble	New Dwelling	Under Assessment
DA	PAN-637329	10/06/2026	20-24 Charles St Coonamble	Detached Steel Shed	Under Assessment
DA	PAN-635547	18/05/2026	Bullagreen Rd Gulargambone	Rural Subdivision	Under Assessment
DA	PAN-634230	28/04/2026	Caswell St Wingadee	Artesian Bore Bath	Under Assessment with WRPP
DA	PAN-632282	21/04/2026	9917 Merri Merri Rd Quambone	Rural Subdivision	Under Assessment
DA	PAN-630288	14/04/2026	68 Castlereagh St Coonamble	Change of use	Additional Information Requested
DA	PAN-628827	08/04/2026	Back Gular Rd Combara	Rural Subdivision	Under Assessment
DA	PAN-494496	06/03/2026	3-7 Sydney St Coonamble	Terminus Hotel Cabin expansion	Under Assessment
DA	PAN-557213	07/08/2025	3 Ross St Coonamble	Subdivision	Additional Information Requested
OC	CFT-958100	26/05/2026	38 Castlereagh Street Coonamble	Accessible Facilities, alterations/additions	Under Assessment

OC	CFT-894645	03/02/2026	7 Zoccoli St, Coonamble	Residential shed	Inspection to be confirmed
OC	CFT-870558	15/12/2025	1683 Billeroy Rd Coonamble	New residential dwelling	Additional Information Requested
S68	S68-2026- 2554	11/02/2026	2717 Wingadee Rd, Wingadee	On-site sewage management system	Additional Information Required

Application delays are largely due to submission of incomplete applications, which requires Council to request additional information. Submission of higher quality applications will streamline the assessment process and therefore improve determination times.

Saleyards

No prime cattle sales were held at the Coonamble Regional Livestock Market during June 2026.

Saleyards income and expenditure

	May	June	Year to Date
Income	0	0	188,565
Expenditure	-8,340	-4,233	-185,001
Total	-8,340	-4,233	3,564

Truck wash income and expenditure

	May	June	Year to Date
Income*	3,628	0	59,663
Expenditure	-1,220	-741	-55,404
Total	2,408	-741	4,259

* Please note that income for the truck wash is not reconciled until after the end of each month.

11.6 COMMUNITY DEVELOPMENT

Author: Community Development Officer
Authoriser: Director Sustainable Communities and Planning
Annexures: Nil

RECOMMENDATION

Receive and note the report.

- 1. That the Community Development activity report for June 2026 be received and noted.**

EXECUTIVE SUMMARY:

Community Development continues to support programs, activities and initiatives that strengthen local engagement, promote wellbeing, and provide opportunities for residents, particularly young people.

Grant funding has been sought, and holiday programs are now in finalisation stage.

Recent activities include the upcoming winter school holiday program, carer's day, LGA day celebrations and NAIDOC week.

Council has also recently interviewed two new casual youth workers. Gulargambone youth centre is due to open again upon onboarding of these new staff members.

BACKGROUND

Community Development continues to support programs, activities and initiatives that strengthen local engagement, promote wellbeing, and provide opportunities for residents, particularly young people.

Recent efforts include, development of youth programs, facilities and activities, grant funding and staff engagement with wider community.

Report:

Gulargambone Youth Centre

Council has recently interviewed for the vacant youth worker position in Gulargambone, in anticipation of opening the centre a few days a week. Within the planned holiday program, an open day of the youth centre will be celebrated together with the welcoming of the new worker as well as a fun activity for local youth to participate in.

Council's Community Development Officer will be assisting in conjunction with Redi.E (who have a youth centre next door) during this time with collaboration to revamp the veggie gardens and set up a garden to plate style diet learning for kids.

Council has sourced a variety of veggie seedlings for this purpose, however, during the colder months, growth may be stagnated.

Quambone Youth Centre

A site visit was conducted by the Community Development Officer to Quambone after school care centre on 22 June 2026. Staff at the centre have done a wonderful job making their space bright, colourful and inviting for the children attending the centre (currently operating 2 days per week).

Council has interviewed the for the position of casual youth worker at Quambone after school care centre. This position will bring relief to the two current staff and will help them extend their care and programs for our youth.

Winter Holiday Program

TOTEM will be revisiting the region as part of the winter holiday program, this time delivering their skateboard program in Gulargambone. MTM FM will be joining TOTEM with live broadcasting to and within the Gulargambone township.

During the spring holiday season, Council plans to focus on Quambone hosting a main event within their township.

The Amazing Race

Council will collaborate with local services to deliver an interactive “Amazing Race” style event, inspired by the television series. Participants will have the opportunity to compete along a designated course, with prizes awarded upon completion.

The primary objective of this initiative is to increase young people’s awareness of the services available within the community and how they can access support when needed.

Council has been requested to support the event by contributing funding for prizes, providing a staffed activity point (potentially at the library), facilitating a BBQ, and granting access to the sporting field where the event will be held.

NAIDOC week

Council will collaborate closely with the Coonamble Local Aboriginal Land Council (CLALC) to deliver a culturally respectful and engaging program for NAIDOC Week celebrations. Planning is currently in progress.

Grant Funding

A grant application has been submitted for \$10,000 to support the winter holiday program. Planning for the winter holiday program is currently being finalised.

LGA week (August 3 – 9)

Preparations are underway to deliver a range of low or no cost activities for local young people as part of Local Government Week helping them better understand the role of Council.

These activities will provide opportunities for local youth to learn what Council does, why it matters, and the significant impact it has on the community.

By involving young people, the aim is to highlight how Council shapes our townships and influences everyday life for residents, while also encouraging a sense of connection, belonging and future participation within the community.

Carer's Day

An application has been submitted for a Carer's Day grant in the amount of \$4,000 to support the delivery of a special luncheon event. While the application is still under consideration, Council remains optimistic about a positive outcome. If successful, the event will be organised in a similar format to the recent Volunteers Morning Tea, providing a relaxed and welcoming opportunity to recognise and celebrate the invaluable contributions of carers within our community.

The luncheon will include a guest speaker along with a selection of lucky door prizes to add an element of appreciation and enjoyment for attendees. The event will be inclusive of all carers and individuals with disabilities who register, ensuring a supportive and inclusive environment that acknowledges the diverse roles and experiences within our community.

LINK TO THE COMMUNITY STRATEGIC PLAN:

Focus	Strategic Area
Our Community	Caring for Community
Our Economy	Building our Social Capital
Our Assets	Our Assets
Our Country	Sustainable Care for Country
Our Leadership	Stepping up to Help

SUSTAINABILITY ASSESSMENT:

	Assessment
Social	Positive
Environmental	Positive
Economic	N/A
Governance	N/A

Financial Resource Implications:

In-kind and financial support provided by council for Youth Holiday events and programs.

Policy / Legal and Statutory Implications:

Children under 10 must not attend activities or programs without a supervising, responsible adult.

Risk Management – Business Risk/Work Health and Safety / Public:

Options:

N/A

Council Seal Required:

No

COMMUNITY ENGAGEMENT AND COMMUNICATION:

Internal Exhibition: Yes

External Exhibition: Yes

12 INFRASTRUCTURE

12.1 INFRASTRUCTURE SERVICES - WORKS IN PROGRESS

Author: Acting Director Infrastructure

Authoriser: General Manager

Annexures: Nil

RECOMMENDATION

Receive and note the Infrastructure Services - Works in Progress report.

EXECUTIVE SUMMARY:

This report provides Council with an update of the works in progress in the Infrastructure Directorate. Updates are provided for each Departmental area which includes Utilities, Urban Services and Roads.

BACKGROUND:

Coonamble Shire Council's Infrastructure Department is responsible for the following services and facilities:

- Roads and Bridges
- Kerb and Guttering
- Stormwater
- Water
- Sewer
- Recreation and Open Spaces
- Swimming Pools
- Facility Cleaning
- Cemeteries
- Workshop
- Depots
- Aerodrome
- Plant and Fleet
- Buildings
- Emergency Management

REPORT:

UTILITIES

The Utilities team have undertaken the following work since the June Council meeting:

- Several water main breaks and leaking services have been repaired in and around Coonamble, Gulargambone and Quambone.
- Sewer Pump station blockages continue in Coonamble,
- Installation of chemical sensors and controllers to the Coonamble Water Treatment Plant.
- **Upcoming works:**
- *Redrilling Bore 5, scheduled to commence in July.*
- *Chlorination system to be installed at Bores 3 and 5.*
- *Removal of vegetation at Gulargambone Sewer plant.*
- *Gulargambone sludge pond to be desilted and banks reconstructed due to erosion.*
- *Installation of flow meter at head of sewer treatment plant works in Coonamble.*

URBAN SERVICES

- Slashing of blocks and roadsides.
- Regular mowing of parks and ovals.
- Tree trimming and maintenance.
- Preparation works at Showgrounds pavilion for events.
- Cemetery maintenance including mowing trimming and grave maintenance.

Aerodrome

- Slashing and vegetation control.
- Regular inspections.

ROADS

Regional and Local Roads Maintenance

With the assistance of some much-needed rain the roads crews have been busy on the following roads whilst there is moisture available.

Floddenfield, Sandy Camp, Hollywood, and Emby roads.

- *Maintenance grading of other Shire roads has continued until the end of the financial year as the moisture is found within the road base.*

RMCC

Maintenance is being completed in accordance with the Routine Maintenance Annual Plan (RMAP), (agreed schedule with TfNSW). This includes potholes patching, rest area cleaning, routine inspections, sign repairs and roadside slashing.

- Work has commenced on the Castlereagh Highway intersection with Warren Road.

Upcoming works:

- *Heavy Patching on Tooraweenah and Gulargambone Roads*

- *Maintenance grading and shoulder grading on local and regional roads where conditions and resources permit.*
- *Dish drain maintenance in various town streets.*
- *Signage replacement.*

12.2 TOORAWEEAH ROAD UPGRADE - MONTHLY STATUS UPDATE

Author: Acting Director Infrastructure

Authoriser: General Manager

Annexures: Nil

RECOMMENDATION

Receive and note the Tooraweenah Road Upgrade Monthly Status report.

EXECUTIVE SUMMARY:

Council resolved to appoint MAAS Civil Pty Limited as the successful contractor at their extraordinary meeting held on 22 January 2026.

Works commenced in May 2026.

BACKGROUND:

Tooraweenah Road is the most direct route from the town of Coonamble to the Warrumbungle National Park.

The section of road to be upgraded commences from the end of the sealed section at Coonamble and continues to the boundary with Gilgandra Shire Council.

The 56.8 km road currently consists of 30.1 km sealed pavement of varying width, followed by 26.7 km of unsealed road with an average width of 7m. The unsealed section includes two short-sealed sections that total 1.3km.

This project is to seal the remaining unsealed section of the road.

REPORT:

The following work has been undertaken since Council's previous update at their Ordinary meeting of Council on 17 June 2026:

- Clearing and grubbing has commenced on the furthest section of the project with tree clearing and table drain works.
- Culverts have been relocated to the sites of installation.
- Graders, Excavators and trucks have been mobilised and works commenced on road formations.
- Culverts have commenced to be installed on the property accesses.
- Testing of the earthworks is ongoing as the project continues.
- Placement of an on-site test lab has been completed.
- Clearing and grubbing has commenced on other sections of the road where there is minimal impact to traffic movements.
- Alternate routes and diversions are currently in place.

There continues to be some wet weather delays this is allowed for within the project plan and should not delay the delivery date of the project.

The Federal Government has advised that the additional money has been allocated and documentation regarding this should be provided soon. At the time of writing this report, we are waiting on this. Our next monthly meeting with the funding body was held on 11 June 2026, and a further meeting is scheduled for July.

Upcoming works:

- *Continue to clear and grub.*
- *Continue with table drain clearing and formations.*
- *Continue with road formation and testing.*
- *Commence installation of culverts to adjacent access roads.*

Conduct regular meetings with contractors and project team.

13 COMMITTEE REPORTS

Nil

14 CONFIDENTIAL MATTERS

RECOMMENDATION

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 10A(2) of the Local Government Act 1993:

14.1 Closed (Public Excluded) Council Meeting of the Coonamble Shire Council - 17 June 2026

14.2 Contract for Sale-Yarran Street-Legal Advice

This matter is considered to be confidential under Section 10A(2) - g of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with advice concerning litigation, or advice as comprises a discussion of this matter, that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.

14.3 Coonamble Swimming Pools management

This matter is considered to be confidential under Section 10A(2) - c of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

15 CONCLUSION OF THE MEETING