

ATTACHMENTS DISTRIBUTED UNDER SEPARATE COVER

ITEM-43 CCL 25/06/19 - ADOPTION OF 2019/20 OUR BUDGET

Attachment A 2019/20 Our Budget (2018-2022 Delivery Program and
2019/20 Operational Plan)

Attachment B 2019/20 Fees and Charges Register

Attachment C 2019/20 Report on Submissions

ITEM-47 ADOPTION OF THE CODE OF CONDUCT AND ITS ASSOCIATED PROCEDURES

Attachment A: Code of Conduct for Councillors

Attachment B: Code of Conduct for Staff

Attachment C: Code of Conduct for Council Committee Members, Delegates
of Council and Council Advisors

Attachment D: Procedures for the Administration of the Code of Conduct

ITEM-49 EXECUTIVE MONTHLY PERFORMANCE REPORT

Attachment A Executive Monthly Performance Report - May 2019

**ORDINARY COUNCIL MEETING
25 JUNE 2019**

**CCL 25/06/19
ADOPTION OF 2019/20 OUR BUDGET AND FEES AND CHARGES
REGISTER**

**Attachment A: 2019/20 Our Budget (2018-2022 Delivery Program
and 2019/20 Operational Plan**

DISTRIBUTED UNDER SEPARATE COVER

Delivery Program
2018–2022

Operational Plan
2019/20

Our Budget



2019/20

newcastle.nsw.gov.au



City of
Newcastle

Acknowledgment

City of Newcastle acknowledges that we are meeting on the traditional country of the Awabakal and Worimi peoples.

We recognise and respect their cultural heritage, beliefs and continuing relationship with the land, and that they are the proud survivors of more than two hundred years of dispossession.

City of Newcastle reiterates its commitment to address disadvantages and attain justice for Aboriginal and Torres Strait Islander peoples of this community.

Enquiries

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A message from our Lord Mayor

Our shared vision for Newcastle 2030 includes a commitment to the United Nations' Sustainable Development Goals, a macro blueprint for peace and prosperity that we're championing at the local level. The cornerstone of delivering these projects, activities and services is collaboration with our community to create a smart, liveable and sustainable global city.

Our commitment to environmental sustainability is a cornerstone of our 2019-20 Budget with construction set to start on a new organics facility at our Summerhill Waste Management Centre. This will reduce waste to landfill by 20% and also reduce council costs.

As Newcastle transforms into a city fast becoming known for 21st century innovation, our budget continues our ambitious works program with significant investment across our entire city in the 2019/20 financial year.

Our commitment to restoring trust, collaborative leadership and delivering through sound financial management while protecting and improving services remains at the core of all we do.

Newcastle has never looked so good.

Delivering this vital change the City needed has been a truly collaborative effort. Thank you to our dedicated staff and our elected Councillors who have had the courage to pursue a new future for our city, and to the community who have supported our bold vision.

Investment on our works program will occur right across City of Newcastle with \$14 million on roads and footpaths; \$14.2 million on buildings, structures and places; \$5.4 million on stormwater drains; \$36 million on the environment; \$2 million implementing our Smart City Strategy; and \$9.7 million on non-infrastructure projects.

We'll continue with our visionary Bather's Way coastal pathway when work commences at South Newcastle. We'll deliver upgrades to our parks, playgrounds, exercise equipment and dog off-leash areas, continue to develop waste recovery efforts and best-practice disposal at Summerhill, deliver stormwater rehabilitation in Cooks Hill and continue the local centre upgrades in Wallsend.

I'm pleased to say we expect to operate in surplus again for the sixth consecutive financial year.

This means we remain in a position to continue to maintain the city's assets and preserve the city's cultural heritage while shaping a bright, new future.

Nuatali Nelmes
Lord Mayor of Newcastle



A message from our Chief Executive Officer

Adoption of this year's delivery program and operational plan is forecast to result in an end-of-year financial surplus of \$11.951 million.

Critically, for the first time in seven years, this budget will allow City of Newcastle to transfer funds to our reserves rather than draw down on them. This allows us to start allocating funds for exciting future projects that cannot be funded over a single year without impacting on our ability to deliver on our rolling capital works program and backlog of infrastructure assets that require maintenance investment.

A budget surplus of almost \$12 million equates to just 3.9% of our forecast income of \$309 million and ensures that we have the required financial contingency to address unforeseen events such as natural disasters or sudden opportunities to host major events should they arise.

Financial sustainability is one of the foundations of good government – and this program will guide our revenue and expenditure balance over the next 12 months and beyond to help maintain our sound financial position. The income and spending outlined within this document allows us to deliver the many essential services expected of local government as well as to improve upon them.

With the recruitment of our new leadership team now complete, we have a group of managers who possess the required skillsets as well as a corporate needs approach to decision-making. Each manager has worked with me to deliver a service unit plan designed to enhance our customer service while ensuring we are both efficient and productive in our daily activities.

An example is in our Regulatory, Planning and Assessment team. The value of development applications in our city has increased from \$700 million just a few years ago to \$1.5 billion today. This budget allocates an extra \$2.2 million to ensuring that we have the resources in place to consider in a timely manner the 1,700 DAs

likely to be submitted over the next twelve months. Lifting our customer service makes our city financially more appealing to developers who in term help us attract new families who play a role in generating more jobs.

This budget includes \$2.5 million for 44 young people who are apprentices, trainees, undergrads and graduates. This is an increase in funding of \$1.6 million compared to last year and allows us to increase our uptake of young people from 30 to 44.

A critical project funded through this budget is the relocation for 425 of our administration staff to 12 Stewart Avenue in the City's West End. Scheduled for the end of October, it will mark one of the most significant changes in our organisation's history. The move provides City of Newcastle with a chance to re-invent the way our staff work by uniting those who previously worked across three sites, under one roof. This will significantly improve communication, collaboration and interaction which in turn will deliver better projects and services for the community.

Our works program for the next year will total \$81 million, with a strong focus on increasing the environmental sustainability of our operations. In 2012, the NSW EPA approved a new licence that allows our Summerhill Waste Management Centre to receive 364,000 tonnes of waste annually. Yet today we accept just 210,000 tonnes of waste, highlighting a costly limitation to our inability to meet the needs of the state's growing production of waste.

The 2019/20 budget provides the funding to take advantage of this commercial opportunity by expanding our physical capacity to hold waste at Summerhill. We are making this strategic investment now recognising that the strong demand for landfill will likely reduce over the next decade as waste to energy solutions become more affordable and State and Federal Governments legislate to discourage the use of landfill.

The 2019/20 budget also provides funding to complete the construction of an organics recycling facility which will enable City of Newcastle to process garden organics and food waste at a profit while also significantly increasing our waste diversion performance.

The above is just a snapshot of our Delivery Program and Operational Plan for the next year. I encourage you to dive deeper into it to learn the extent of the contribution the City of Newcastle is making over the next year in terms of delivering works and services to our incredible city.

Jeremy Bath
Chief Executive Officer

Our City



City of Newcastle has adopted the Sustainable Development Goals (SDGs) and the New Urban Agenda as cornerstones to our planning.

All stakeholders, including and governments, civil society, the private sector, are expected to contribute to the realisation of these goals.



Our City, Our People



Our People

Population



Aboriginal population



Born overseas



Median age



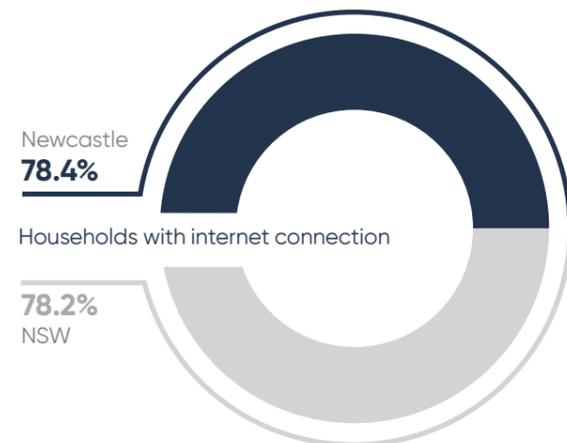
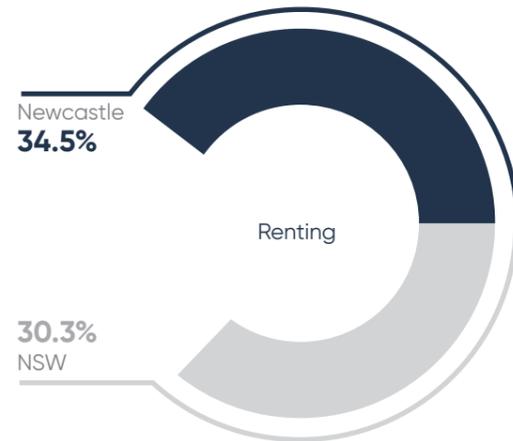
Average household size



Median weekly household income



Median property price*



* Source: Domain, June 2018
All other figures from 2016 Australian Bureau of Statistics Census



Who We Are

City of Newcastle has two parts, but one shared voice:

The Elected Council and The Administration.

City of Newcastle (CN) employs over 950 staff and is responsible for providing services and facilities to more than 160,000 people.

Elected Council

Twelve councillors and a popularly elected Lord Mayor make up the elected body of CN. The Newcastle Local Government Area (LGA) is divided into four wards, with each ward represented by three councillors who are elected for a three year term.

Under the *Local Government Act 1993*, councillors have a responsibility to:

Participate in the determination of the budget

Play a key role in the creation and review of our policies, objectives and criteria relating to the regulatory functions, and

Review our performance and the delivery of services, management plans and revenue policies.

A councillor represents residents and ratepayers, provides leadership and guidance to the community, and facilitates communication between the community and the organisation. Council meets every second, third and fourth Tuesday of the month from February to November and as required in December.

The Administration

The Administration is organised into five groups, each with a range of responsibilities.

The Chief Executive Officer (CEO) leads the administrative arm of CN and is responsible for the efficient and effective operation of the business and ensuring that the decisions of the elected Council are implemented.

The CEO reports to the elected Council.

Advisory Committees

Council established four Advisory Committees with effect from 1 July 2019 until the day before the next Council election in September 2020. Advisory Committees are established under Part Q of Council's Code of Meeting Practice to provide advice to the elected Council on matters of strategic significance, and to provide advice to CN on implementation of relevant matters aligned to the Community Strategic Plan. Advisory Committees may make recommendations to Council or a Committee of Council, but no functions are delegated to them by Council.

The four Committees are:

Infrastructure Advisory Committee

Strategy and Innovation Advisory Committee

Community and Culture Advisory Committee

Liveable Cities Advisory Committee

Council will also continue as standing committees the:

Guraki Aboriginal Advisory Committee

Disability Inclusion Advisory Committee
(to be renamed to the Access Inclusion Advisory Committee)

Youth Council

Council's Audit and Risk Committee will continue to provide independent assurance and assistance to Council on risk management, control, governance and external accountability requirements.

"A critical project funded through this budget is the relocation for 425 of our administration staff to 12 Stewart Avenue in the City's West End."

The Administration



Chief Executive Officer
Jeremy Bath

Governance	Strategy and Engagement	People and Culture	Infrastructure and Property	City Wide Services
Finance	Information Technology	Organisational Development	Depot Operations	Art Gallery
Legal	Major Events and Corporate Affairs	HR Operations	Assets and Projects	Museum
Regulatory, Planning and Assessment	Corporate and Community Planning	WHS and Injury Management	Civil Construction and Maintenance	Civic Services
		Training and Learning	Property and Facilities	Libraries and Learning
		Payroll		Customer Experience
				Waste Services
				Parks and Recreation

Elected Council



Cr Nuatali Nelmes
Lord Mayor (Labor)



Cr Emma White
(Labor)



Cr John Mackenzie
(Greens)



Cr John Church
(Independent)



Cr Carol Duncan
(Labor)



Cr Kath Elliott
(Independent)



Cr Brad Luke
(Liberal)



Cr Declan Clausen
Deputy Lord Mayor (Labor)



Cr Andrea Rufo
(Independent)



Cr Peta Winney-Baartz
(Labor)



Cr Jason Dunn
(Labor)



Cr Matthew Byrne
(Labor)



Cr Allan Robinson
(Independent)

Ward 1

Bar Beach, Carrington, Cooks Hill, Islington, Maryville, Mayfield, Mayfield East, Mayfield West, Newcastle, Newcastle East, Newcastle West, Stockton, The Hill, The Junction (part), Tighes Hill, Warabrook, Wickham

Ward 2

Adamstown, Adamstown Heights, Broadmeadow, Hamilton, Hamilton East, Hamilton South, Merewether, Merewether Heights, The Junction (part)

Ward 3

Georgetown, Jesmond, Kotara, Lambton, New Lambton, New Lambton Heights, North Lambton, Wallsend (part), Waratah, Waratah West

Ward 4

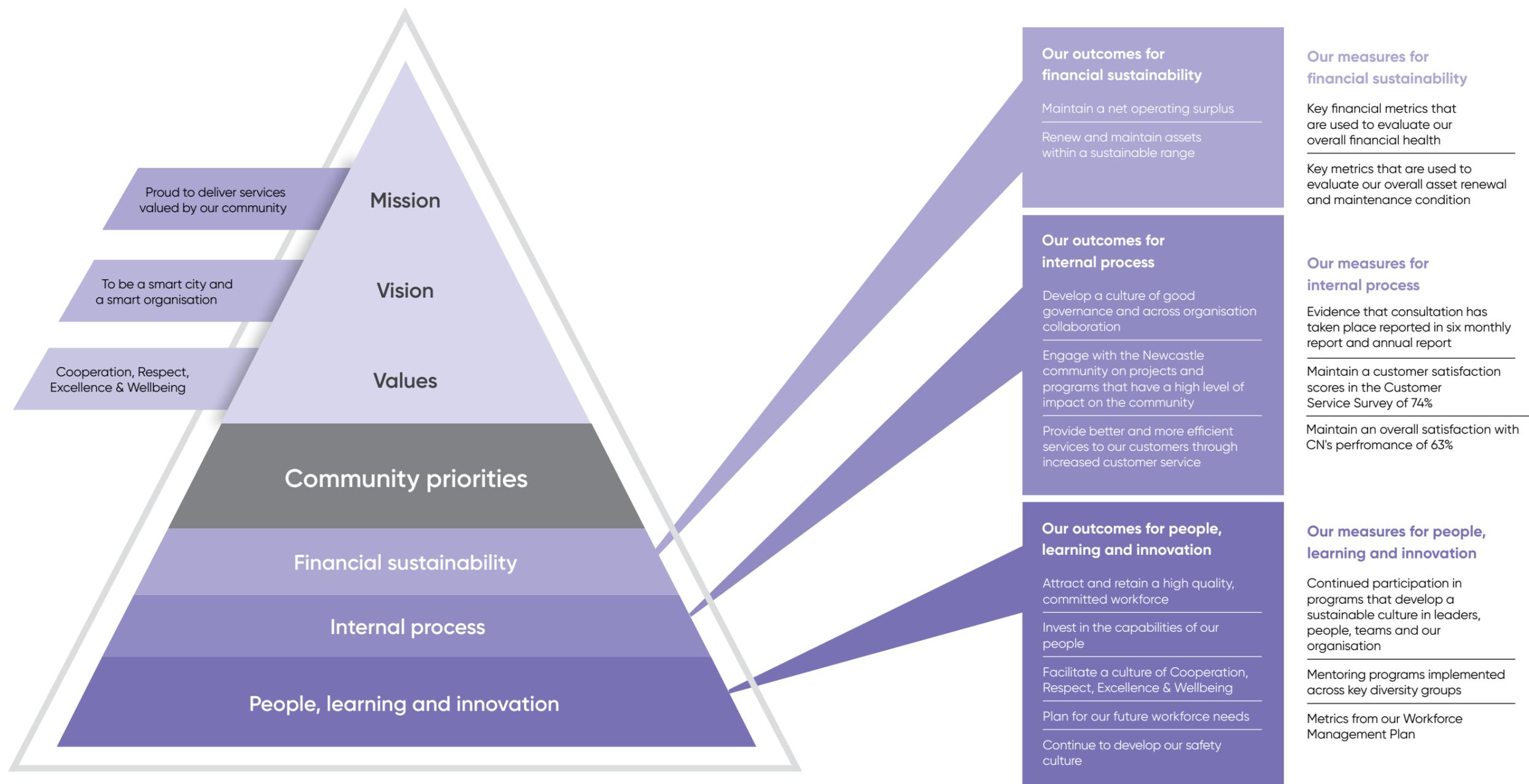
Beresfield, Birmingham Gardens, Black Hill, Callaghan, Elmore Vale, Fletcher, Hexham, Lenaghan, Maryland, Minmi, Rankin Park, Sandgate, Shortland, Tarro, Wallsend (Part)



Our Vision and Values

Our mission, vision and values are represented by the below pyramid. This shows that our people are our foundation and backed with strong financial sustainability and robust internal processes, we have an organisation proud to deliver services valued by our community.

To make sure CN is in the best position to meet the community priorities and be a smart city, we need to also be a smart organisation.

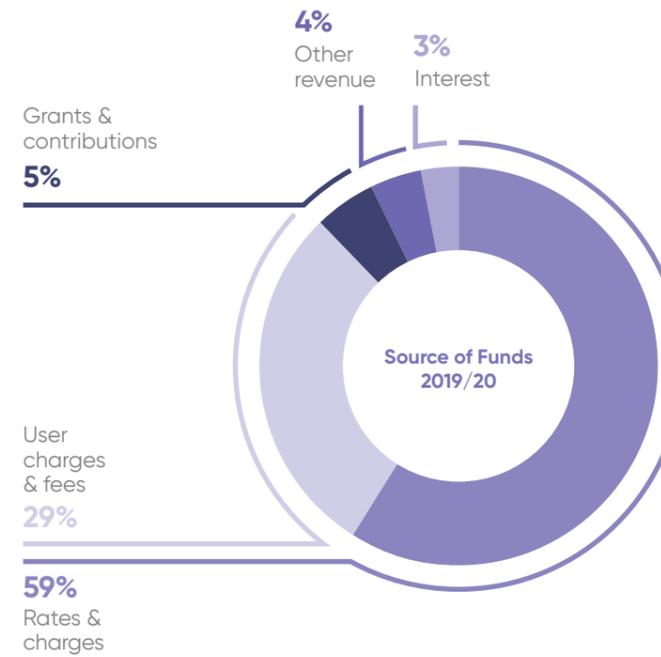


Our Funding Summary

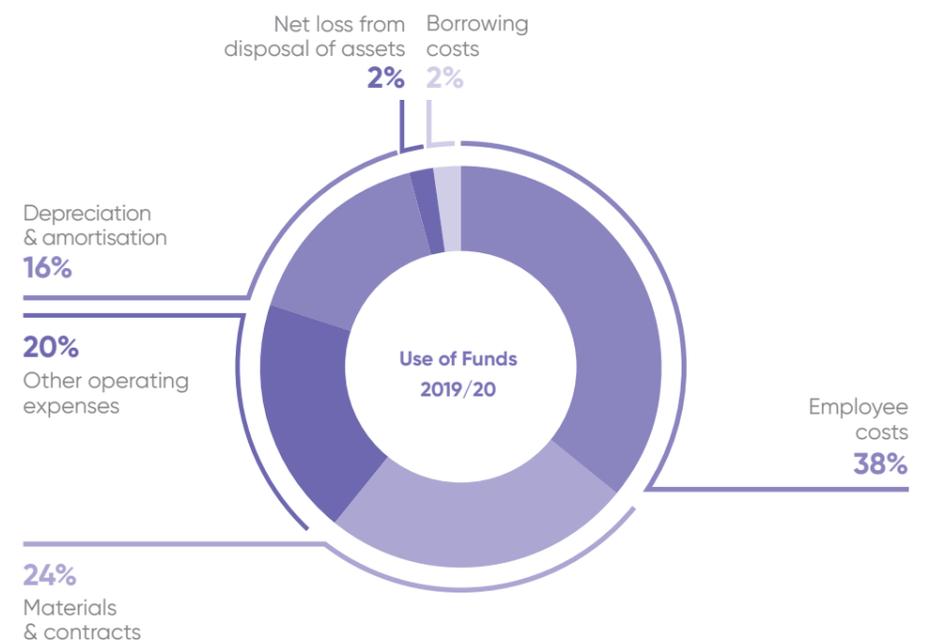
Where does your money go?



Where does our money come from?



Where is our money spent?



Works Program



\$14.2 million buildings and structures places

Includes work on City Hall facade, sporting oval lights and installation of four playgrounds



\$11.7 million non infrastructure projects

Information technology, fleet replacement, minor capital and strategic projects



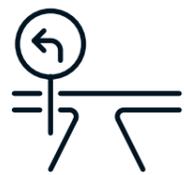
\$35.8 million environment

Organic facilities and an expansion of Summerhill to increase volume of commercial waste, tree replacement, bushland rehabilitation, vegetation management and coastal estuary management



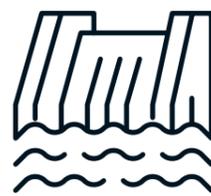
\$9.7 million roads

Improving roads, drainage, kerbs and gutters across the city



\$4 million transport

Includes cycleways, local area traffic management, parking infrastructure and pedestrian access and mobility plan



\$5.5 million stormwater

Flood planning and stormwater systems

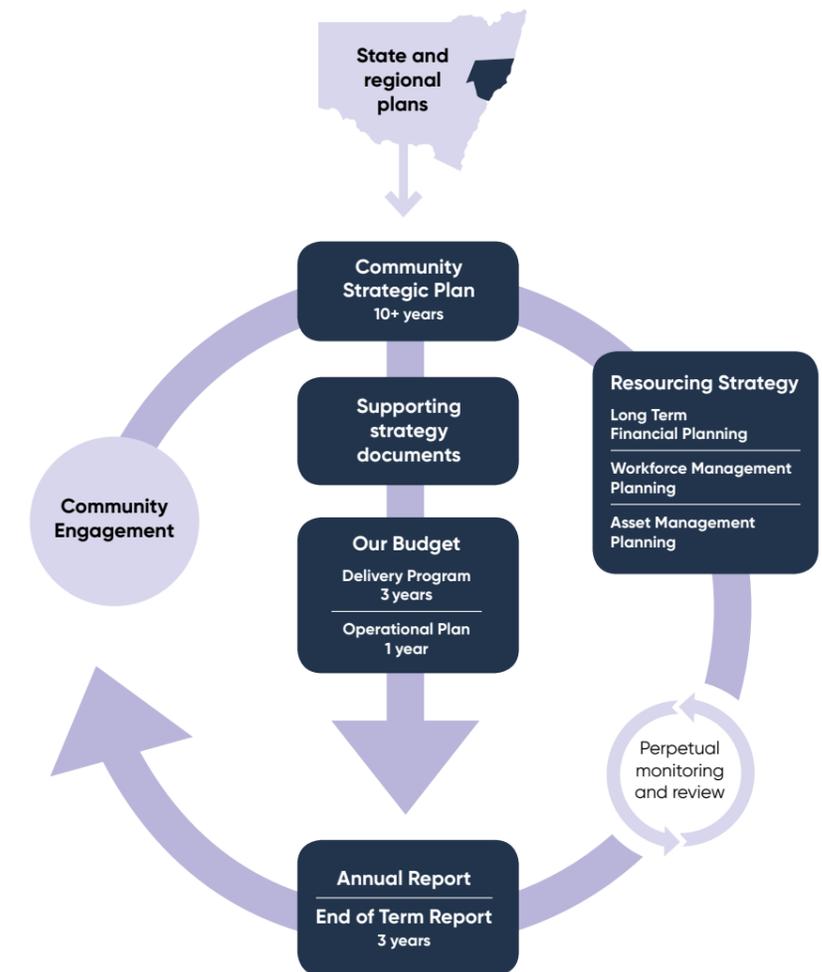


Our Plan

CN's Delivery Program and Operational Plan have been combined to show an integrated approach and are known as Our Budget.

Our Budget sets out CN's objectives for the next three years and outlines our planned actions and projects for 2019/20. This is our response to the Newcastle 2030 Community Strategic Plan (CSP) and our commitment to our community on what we will do.

Our Budget forms part of the Integrated Planning and Reporting Framework. This document outlines actions and objectives CN will undertake to achieve the strategies outlined in the CSP.



What makes up Our Budget?

The Delivery Program is a three-year plan that covers the term of our elected Council. To create our Delivery Program, we reviewed the CSP and asked what we can achieve over the next three years to bring us closer to the community's vision and priorities.

The Operational Plan 2019/20 outlines the actions and projects that will be undertaken for each Delivery Program objective and

identified who has primary responsibility.

The resourcing strategies support these documents and provide us with important information about our current resources and show our consideration

Involving our Community

Extensive community engagement was undertaken to ensure community input would inform the development of our CSP. More than 2,700 people and stakeholders across our community were involved in shaping our plans and future.



Approx.

2,700


people contributed
and thousands more informed



1,598

Surveys completed



799

Participated in Ideas Wall



319

Created a budget



115

Attended Community Workshops



810

Got involved when out and about

Our Strategic Directions

In 2030,
Newcastle will be
a smart, liveable
and sustainable
global city.

Integrated and Accessible Transport

Transport networks and services will be well connected and convenient. Walking, cycling and public transport will be viable options for the majority of our trips.

Community Objective

1.1 Effective and integrated public transport

1.2 Linked networks of cycle and pedestrian paths

1.3 Safe, reliable and efficient road and parking networks



Integrated and Accessible Transport

transport

Level of service



We maintain
972 km pathways



We maintain
764 km local roads
38km state roads
48km regional roads
1,489km kerb and gutter



We maintain
120 bridges

car parking

Level of service



127 transport shelters

Our supporting strategies and plans

Newcastle Transport Strategy 2014

Newcastle Cycling Strategy and Action Plan 2012

Connecting Newcastle 2017

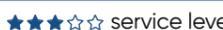
Disability Inclusion Action Plan 2016-2019

Our measures

Maintain  community satisfaction levels for streets and commercial area cleaning

Increase the number of applications users for the parking app (currently 18,000)

Maintain  service level for our roads

Maintain  service level for our car parking

Maintain  service level for our pathways

Maintain  service level for our bridges and structures

 Community (%) who agree cycling facilities are well maintained (Target 55%)

 Community (%) who are satisfied with the condition footpaths (Target 49%)

 Community (%) who agree cycle routes are wellconnected (Target 34%)

CN's commitment to our community

1.1 Effective and integrated public transport

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
1.1.1 Support implementation of the regional transport strategy		
Liase and partner with other government agency representatives to facilitate optimum transport outcomes for Newcastle	Actively represent Newcastle's position in relation to public transport needs in cross-government forums	Transport and Compliance
Promote sustainable transport	Enhance information about public transport and active transport on CN's website	Civil Construction and Maintenance
1.1.2 Advocate for public transport improvements		
Advocate to the State and Federal Government for improved transport outcomes for Newcastle	Present CN's ideas and position for improvements in public transport through submissions, participation in working groups and engagement with government agencies as opportunities arise	Civil Construction and Maintenance
	Work collaboratively to deliver an expanded light rail network with relevant state agencies, Keolis Downer and the community	Transport and Compliance
1.1.3 Plan and deliver accessible local infrastructure improvements for public transport		
Improve equity of access to public transport, through upgrading of transport stops to meet the Disability Standards for Accessible Public Transport	Implement the transport stops program including the renewal and upgrades of bus shelters and seating to comply with Federal Government legislation	Transport and Compliance
	CN will continue to advocate to other levels of government for assistance to meet compliance standards for transport stops	Transport and Compliance
Improve access to public transport	Undertake planning for a principal pedestrian network	Transport and Compliance

1.2 Linked networks of cycle and pedestrian paths

Delivery Program Objective	Operational Plan Action 2018/19	Responsibility
1.2.1 Continue to upgrade and extend cycle and pedestrian networks		
Develop a network of safe, linked cycle and pedestrian paths integrated with key destinations and green space	Continue to implement the Newcastle Cycling Strategy and Action Plan	Transport and Compliance
Enhance the safety of cyclists and pedestrians	Continue to support delivery on our special rate variation project cycleways	Transport and Compliance
Promote walking and cycling	Continue to implement the ongoing cycling education and promotion campaign	Transport and Compliance

1.3 A transport network that encourages energy and resource efficiency

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
1.3.1 Ensure safe road networks through effective planning and maintenance		
Improve the safety, quality and amenity of local roads through increased road reconstruction, resurfacing and line marking programs	Develop and implement the roads resurfacing program and road renews works program	Transport and Compliance
	Improve safety for all road users, through implementation of pedestrian access and mobility plan project and local area traffic management projects	Transport and Compliance
	Implement programs for repairs to defects on roads, kerb and gutter, footpaths, nature strips and medians, and stormwater drainage	Transport and Compliance
Support the continuation of parking education and enforcement programs across Newcastle, particularly around schools and sporting fields / venues	Undertake parking safety education programs	Transport and Compliance
1.3.2 Ensure community and business needs for adequate and accessible parking are prioritised		
Implement parking management strategies in high traffic areas to achieve safety and turnover of spaces	Enforce the parking provisions of the NSW Road Rules to achieve traffic and pedestrian safety and to encourage increased turnover of parking spaces	Transport and Compliance
Improve way-finding signage in commercial centres to assist drivers to locate available parking in a timelier manner	Install parking infrastructure that supports the use of available technology and smart parking initiatives	Transport and Compliance
1.3.3 Implement technology solutions to improve transport infrastructure and experiences, and encourage mobility innovation		
Introduce technology to provide greater access to parking payment options and information	Increase usage of the pay by phone application	Transport and Compliance



Protected Environment

Our unique environment will be understood, maintained and protected.

Community Objective

2.1 Greater efficiency in the use of resources

2.2 Our unique natural environment is maintained, enhanced and connected

2.3 Environment and climate change risks and impacts are understood and managed

Protected Environment



68,444
rateable
properties

serviced weekly, with less than 0.01% of bin collections missed

162,480
residents

receive a weekly waste service and fortnightly recycling or green waste collection



97,428 street
and park trees



3,614,000
collections

including kerbside residential, commercial customers, public place bins, bulk waste and illegal dumping

88 bushland
parcels

42 inland
cliffines

totalling 20,444 sqm



607 creeks

Reaches totalling 79km

45.3 km

of tracks and trails

Our supporting strategies and plans

Newcastle Environment Management Strategy 2013

Smart City Strategy 2017-2021

Newcastle 2020 Carbon and Water Management Action Plan 2011

Throsby Creek Action Plan 2017

Urban Water Cycle Policy 2017

Newcastle Coastal Zone Management Plan Stockton 2018

Hunter Estuary Coastal Zone Management Plan 2017

Our measures

Reduction of 5% in waste land fill

Improve aesthetic and cleanliness of our city above ★★★★★

- streets and public areas
- public parks
- beaches and beach facilities
- ocean baths and facilities

Level of satisfaction with bins in Newcastle ★★★★★

Increase usage of community recycling centre

40% waste diversion rate for municipal collection

↑ plant over 1,000 trees a year

Maintain Landcare hours and programs

CN's commitment to our community

2.1 Greater efficiency in the use of resources

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
2.1.1 Improve waste minimisation and recycling practices in homes, work places, development sites and public places		
Develop internal waste management programs that reduce and increase recycling within CN	Work with individual service units to develop agreed service level plans that reduce waste generation and increase resource recovery	Waste Services
Develop customer interface to enable sharing of waste performance data and to enable customer self-service for bulk collections and vouchers	Identify key deliverables and develop a delivery plan over a three-year period	Waste Services
	Introduce customer portal and implement online self-service booking for bulk waste services and vouchers	Waste Services
Improve public place waste and recycling services that both raises awareness of waste and increases resource recovery	Roll out of at least 50 new waste recycling stations with improved aesthetics and cleanliness	Waste Services
Improve and increase recycling infrastructure at Summerhill to increase resource recovery	Launch opening of new regional resource recovery centre facility and increase recycling to establish benchmark performance for future years	Waste Services
2.1.2 Investigate and implement renewable energy technologies		
Increase the percentage of CN's electricity sourced from low carbon energy sources	Construct the mid-scale (5MW) Summerhill Solar Farm project to offset CN energy use and greenhouse emissions	Corporate and Community Planning
Develop projects to implement battery storage and smart grid technologies	Establish No2. Sportsground as the trial site for smart grid and smart city energy technologies	Corporate and Community Planning
2.1.3 Encourage energy and resource efficiency initiatives		
Pilot and deploy technologies that improve energy and resources sustainability across CN and the broader community	Install private street lighting network throughout utilising LED technology and smart lighting controls	Corporate and Community Planning
	Develop and implement an organics facility	Waste Services

2.2 Our unique natural environment is maintained, enhanced and connected

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
2.2.1 Facilitate and advocate for protection and rehabilitation of natural areas		
Continue to implement the Urban Forest Policy to achieve an expanded and sustainable canopy cover through our streets and parks trees	Maintain our street, reserve, and public land trees to ensure the health of our trees and safety of the community	Civil Construction and Maintenance
	Implement the living streets tree replacement program, to maintain and replenish our urban forest	Civil Construction and Maintenance
Promote and control environmentally sustainable business practices and on-site wastewater system operation	Proactively monitor and regulate activities to minimise environmental impact, including implementing CN's business pollution prevention program and erosion and sediment control program	Regulatory, Planning and Assessment
Ensure development takes place in accordance with the requirements of environmental planning	Manage contaminated land information and seek appropriate remediation through the development application process	Regulatory, Planning and Assessment
2.2.2 Encourage and support active community participation in local environmental projects		
Opportunities for community involvement are incorporated in the delivery of natural environment areas maintenance and improvement projects	Deliver the natural connections and living streets community education initiatives in co-ordination with the delivery of key environment, stormwater and road projects	Assets and Projects
	Support volunteer involvement in the delivery of natural environment programs, eg Landcare	Civic Services

2.3 Environment and climate change risks and impacts are understood and managed

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
2.3.1 Ensure decisions and policy response to climate change remains current and reflects community needs		
Keep the community involved in the development of climate change adaption measures consistent with the adopted plans	Monitor sea level rise and ground water behaviour in low lying suburbs	Asset and Projects
2.3.2 Support individuals and communities to prepare, respond and recover from emergency events		
Support individuals to prepare, respond and recover from emergency events	Co-ordinate prevention, preparedness, response and recovery activities in accordance with legislation and emergency plan responsibilities	Legal
	To formalise an Integrated Emergency Management Capability and Capacity Development Framework to enhance CN's capacity to effectively prevent, prepare for, respond to, and recover from significant emergency events impacting the communities of Newcastle	Legal





Vibrant, Safe and Active Public Places

A city of great public places and neighbourhoods promoting people's happiness and wellbeing.

Community Objective

- 3.1 Public places that provide for diverse activity and strengthen our social connections
- 3.2 Culture, heritage and place are valued, shared and celebrated
- 3.3 Safe and activated places that are used by people day and night

Vibrant, Safe and Active Public Places



15 wildlife exhibitions



9 libraries

12 beaches (6 Main)
8 surf clubs
3 lifeguard facilities
4.5km dunes



3 boat ramps



1 holiday park



54 sporting amenities



5 aquatic centres
2 ocean bath facilities

116 playgrounds
15 grandstands
18 kiosks
115 shade and shelter structures
8 skate facilities

Our supporting strategies and plans

Parkland and Recreation Strategy 2014
Cultural Strategy 2016-2019
Newcastle after Dark 2018-2022
Events Plan 2016-2019
Disability Inclusion Action Plan 2016-2019
Dogs in Open Space Plan 2019
Outdoor Exercise Facilities Strategy 2018
Safe City Plan 2017-2020

Our measures

↑ the annual attendance at Libraries, Art Gallery, Museum and Civic Services by 5%

Maintain a community (%) that feel overall safe in Newcastle LGA (Target 74%)

↑ community (%) who agree the upgrades to coastal facilities have enhanced our beaches and coastal areas (Target 87%)

Improve community satisfaction above ★★★☆☆

- Maintenance of public parks
- Condition of ocean baths and facilities
- Playground equipment available
- Shade provided in parks and

CN's commitment to our community

3.1 Public places that provide for diverse activity and strengthen our social connections

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
3.1.1 Provide quality parkland and recreation facilities that are diverse, accessible and responsive to changing needs		
Upgrade and enhance our parkland and recreational facilities	Deliver recreational facility improvements throughout the city - playgrounds, outdoor courts, sportsgrounds, exercise equipment, dog off-leash	Parks and Recreation
	Provide open spaces to meet community needs - playgrounds, outdoor courts, sportsgrounds, exercise equipment, dog off-leash areas	Parks and Recreation
	Provide aquatic facilities to meet community needs and industry requirements	Parks and Recreation
	Support safe use of beaches through lifesaving services	Parks and Recreation
	Deliver recreation projects that improve our public spaces	Parks and Recreation
	Providing sustainable infrastructure to support our parkland and recreational facilities by construction of new assets and renewal of existing assets	Civil Construction and Maintenance
Ensure that recreation facilities provide opportunities for the full range of age groups and abilities	Deliver projects that support whole of community use and incorporate universal design principles	Parks and Recreation
Ensure spaces and facilities are multi-functional, and adaptable to changing need	Undertake plans of management and masterplans to reflect the current community needs	Parks and Recreation

3.1.2 Enhance our beaches and coastal areas through upgraded facilities

Continue to support and deliver on our special rate variation project 'Coastal Revitalisation'	Plan and design for the implementation of the Bathers Way at South Newcastle, Bar Beach and King Edward Park	Assets and Projects
Upgrade and enhance our beaches and coastal area facilities	Provide sustainable infrastructure to support our beaches and coastal facilities by construction of new assets and renewal of existing assets	Civil Construction and Maintenance
	Ensure our ocean baths, beaches and coastal facilities are clean and inviting	Property and Facilities

3.1.3 Plan, co-ordinate and deliver cultural and community infrastructure and programs

Develop and deliver a range of community events and programs in partnership to enhance social connections	Maintain a balance of programming targeted to a breadth of audience demographics including works of new and emerging thinking, forms and technology	Libraries and Learning
	Maintain a balance of audience engagement programs targeted to a breadth of audience demographics	Libraries and Learning
	Establish a fully resourced virtual library and seamless online membership experience	Libraries and Learning
	Establish partnerships with key programming deliverables for the city	Libraries and Learning
	Ensure Newcastle audiences have access to a diverse range of exhibitions and works of high quality	Maintain a balance of Museum audience engagement targeted to a breadth of audience demographics
	Enhance relationships within and external to CN to promote our Museum	Museum
	Maintain a balance of programming for the Art Gallery, targeted to a breadth of audience demographics including works of new and emerging thinking, forms and technology	Art Gallery
	Maintain a balance of programming for Civic Services targeted to a breadth of audience demographics including works of new and emerging thinking, forms and technology	Civic Services
Partner with Newcastle's small to medium not for profit arts and cultural organisations in growing arts and culture in the city	Establish up to five programming partnerships of up to three-year terms with key programming deliverables for the city	Civic Services
Ensure our buildings are multi-functional and support whole of community use	Ensure our community and CN buildings are clean, inviting, damage and graffiti free	Property and Facilities

3.2 Culture, heritage and place are valued, shared and celebrated

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
3.2.1 Celebrate Newcastle's history, cultural heritage and cultural diversity		
Grow the city's identity via its collections of art and artefacts, local history and architecture	Plan, support and maintain the city's art exhibitions and collections to generate educational programming	Art Gallery
	Secure and preserve Newcastle's stories, heritage and history collections	Libraries and Learning
3.2.2 Increase collaboration with artists and practitioners in the cultural sector		
Promote Newcastle's local history and heritage Collections through a range of exhibitions, partnerships and programs	Present shows within Civic Services that feature local stories and cultural identity across Newcastle	Civic Services
	Maintain a balance of local stories told through exhibitions, web content and media	Museum
Expose local stories, both historic and contemporary, through cultural programming and build Newcastle's cultural identity	Present Art Gallery shows that feature local stories and cultural identity across Newcastle	Art Gallery
	Deliver Arts and Cultural support programs within the Art Gallery and Civic Services	Art Gallery and Civic Services

3.3 Safe and activated places that are used by people day and night

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
3.3.1 Collaborate with local groups and services to address crime and safety		
Provide CN parking facilities that are safe, welcoming and inclusive	Deliver improved accessibility across Newcastle through parking safety initiatives, management and enforcement	Assets and Projects
	Continue to partner and fund on the ground initiatives including Walk Smart and Salvation Army Streetsafe program	Corporate and Community Planning
Protect, promote and control the risk to public health associated with local business activities	Conduct regular inspection programs of food businesses, skin penetration premises, public swimming pools and monitor regulatory compliance for premises with water cooling systems (legionella)	Regulatory, Planning and Assessment
Develop public places that are safe, welcoming and inclusive	Deliver park improvement projects that integrate safer by design principles	Parks and Recreations
3.3.2 Plan for a night-time economy, characterised by creativity, vibrancy and safety, that contributes to cultural and economic revitalisation		
Implement policy and strategic initiatives to encourage more diverse night time venues	Implement the year 2 actions from the Newcastle After Dark Strategy	Corporate and Community Planning
	Deliver, with partners, the night-time spaces project to create more interactive and safer public spaces in the city's nightlife precincts	Corporate and Community Planning
	Apply crime prevention through environmental design principles for all new and replacement infrastructure	Assets and Projects
	Implement creative and safety lighting programs	Assets and Projects



Inclusive Community

A thriving community where diversity is embraced, everyone is valued and has the opportunity to contribute and belong.

Community Objective

4.1 A welcoming community that cares and looks after each other

4.2 Active and healthy communities with physical, mental and spiritual wellbeing

Inclusive Community



147 public art, fountains and monuments



1 child care facility



9 community centres
7 community halls



3 senior citizen facilities



1 Museum
1 Art Gallery
1 City Hall
1 Civic Theatre
1 Fort Exhibition
1 Historical Fort

Our supporting strategies and plans

Social Strategy 2016-2019

Multicultural Plan 2016-2019

Disability Inclusion Action Plan 2016-2019

Newcastle Libraries Strategy 2019-2029

Aboriginal Employment Strategy 2018-2021

Our measures

Volunteer satisfaction with programs

Deliver a minimum of four targeted lifelong learning resources and programs

↑ Increase the number of education and exhibition programs with identified groups

Maintain the number of community projects funded annual through grants and sponsorship programs

↑ Community (%) who feel welcomed/connected with your local community (Target 78%)

↑ Community (%) who agree Newcastle's Civic Theatre, Art Gallery, Libraries and Museum facilities play a primary role in the development and promotion of culture in Newcastle

CN's commitment to our community

4.1 A welcoming community that cares and looks after each other

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
4.1.1 Acknowledge and respect local Aboriginal history, cultural heritage and peoples		
Deliver the CN Aboriginal Heritage Management Strategy	Facilitate the Guraki Aboriginal Advisory Committee to provide advice to CN on matters relating to Culture and heritage	Corporate and Community Planning
Know our heritage and enhance our community's knowledge or and regard for Aboriginal cultural heritage items and places	Implement the dual naming project with the installation of signage at eight locations and supporting website	Corporate and Community Planning
Increase engagement with local Aboriginal community	Develop and facilitate opportunities of workshops with local groups e.g. Wollotuka	Civic Services
	Utilisation of Aboriginal science and collection in Supernova	Museum
4.1.2 Support initiatives and facilities that encourage social inclusion and community connections		
Support and encourage programs and events by community groups and not for profit groups	Liaise with community and sporting clubs for open space bookings and events	Parks and Recreation
	Raise public awareness of water safety issues through a targeted education program	Parks and Recreation
	Advocate and liaise with groups in relation to community building bookings and events	Property and Facilities
Ensure open space and facilities are multi-functional and support whole of community use	Upgrades to community facilities to improve accessibility	Property and Facilities
Deliver the Disability Inclusion Action Plan	Further develop advice and guidance on delivering accessible and inclusive events. Deliver/develop partnerships for inclusive events	Corporate and Community Planning
	Promote and support roll out of Abilitylinks Better App	Corporate and Community Planning
	Undertake three accessibility audits for CN's facilities or assets	Corporate and Community Planning
	Continue the rewards and recognition program for CN volunteers	Civic Services

4.1.3 Improve, promote and facilitate equitable access to services and facilities

Deliver the Disability Inclusion Action Plan	Implement disability awareness training as part of staff induction process	Corporate and Community Planning
Promote a culture of responsive customer service	Undertake second audit of website accessibility to assess progress towards content compliance	Corporate and Community Planning
Celebrate inclusive practice and access outcomes	Liaise with and promote accessible and inclusive sports and activities within Newcastle	Corporate and Community Planning
Improve staff awareness of disability issues to provide responsive services for customers with a disability	Promote and facilitate inclusion awareness with councillors, executive leadership and other staff	Corporate and Community Planning

4.2 Active and healthy communities with physical, mental and spiritual wellbeing

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
4.2.1 Ensure people of all abilities can enjoy our public places and spaces		
Ensure that a variety of parklands and recreational facilities are provided, accessible and distributed equitably across the city	Deliver recreational facility improvements throughout the city - playgrounds, outdoor courts, sportsgrounds, exercise equipment and dog off leash area	Facilities and Recreation
Demonstrate leadership in public domain improvements	Promote new Lift and Change facilities at Nobby's Beach. Develop priority list of potential lift and change locations	Corporate and Community Planning
	Facilitate the Disability Inclusion Advisory Committee, and prepare second iteration of the Disability Inclusion Action Plan	Corporate and Community Planning
New or renewed infrastructure will be delivered in accordance with Disability Standards where practical	Continuously upgrade CN assets to meet the requirements of the Disability Discrimination Act	Assets and Projects

4.2.2 Improve access to formal and informal lifelong learning opportunities, facilities and services

Increase focus on young people (16-30 yrs)	Actively invest in programming and communications targeted to young people	Civic Services
Develop and deliver community programs, partnerships, information and learning programs designed to create wide opportunities for all	Target lifelong learning resources and programs to improve skills in financial literacies, health literacies, living sustainably and promoting wellbeing	Libraries and Learning
	Measure the impact of early childhood activities for libraries and childcare to develop proven methodologies which has every child read	Libraries and Learning
	Establish adult learning volunteer program	Libraries and Learning
	Target lifelong learning for community governance workshops to support CN and community volunteer organisations	Libraries and Learning
	Actively invest in education and public programs engaging with identified groups	Art Gallery
	Actively invest in education and exhibitions programs with-in the Museum, engaging with identified groups	Museum

4.2.3 Promote recreation, health and wellbeing programs

Support and encourage use of recreation and leisure opportunities	Provide website and social media updates to encourage use of recreation	Parks and Recreation
Promote awareness of the requirements of the Companion Animals Act with respect to the ownership of companion animals	Continue the existing Responsible Pet Ownership program, to have three to four community events per year in collaboration with RSPCA and other stakeholders	Regulatory, Planning and Assessment





Liveable Built Environment

An attractive city that is built around people and reflects our sense of identity.

Community Objective

5.1 A built environment that maintains and enhances our sense of identity

5.2 Mixed-use urban villages supported by integrated transport networks

5.3 Greater diversity of quality housing for current and future community needs

5.4 Sustainable infrastructure to support a liveable environment

Liveable Built Environment



approx. **700** individually
listed heritage items
6 heritage
conservation areas
12 archaeological sites



(2017/2018 figures)

2,000
Development
Applications
approved



(2017/2018 figures)

More than \$1 billion of
development investment from
Development Applications

Our supporting strategies and plans

Local Planning Strategy 2015

Heritage Strategy 2013-2017

Aboriginal Heritage Management Strategy 2018

Affordable Living Plan 2018

Local Environment Plan 2012

Development Control Plan

Our measures

Complete the agreed number of public engagement with responsible pet ownership events

Community (%) who agree there is a good mix of housing types (large and small single dwellings, apartments, units in their local suburb (new)

↑ Community (%) who are satisfied with the quality of heritage conservation (Target 56%)

Proportion (%) of houses within 800 metres of a public transport stop

↑ % of development applications notified in accordance with the Development Control Plan

↑ % of development applications that have information available on the web site, that complies with the GIPA

↑ 80% of food premises satisfactory on first food inspection for the year

↑ Community (%) who agree there is sufficient land available for different types of businesses to establish and grow (new)

CN's commitment to our community

5.1 A built environment that maintains and enhances our sense of identity

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
5.1.1 Protect, support and promote our unique built and cultural heritage		
Ensure compliance with environmental planning regulations	Undertake investigations into alleged breaches of planning laws, fire safety and development consents and promote awareness of policy, procedure and laws to encourage voluntary compliance	Regulatory, Planning and Assessment
Ensure development controls and zoning protect the heritage significance of items and conservation areas	Implement the recommendations from the Review of Heritage Conservation Areas Final Report (2016). This includes the preparation of planning proposals and a review of Development Control Plans and Technical Manuals	Regulatory, Planning and Assessment
Ensure we protect and maintain our unique built and cultural heritage infrastructure	City Hall restoration - restore the Northern and western facade of City Hall	Assets and Projects
	Increase community access and use of Civic Theatre, Playhouse and City Hall	Civic Services
5.1.2 Ensure our suburbs are preserved, enhanced and promoted, while also creating opportunities for growth		
The land use pattern will reinforce mixed use centres, educational nodes, opportunities for technology-based businesses, supported by integrated transport	Prepare the Local Strategic Planning Statement as required in the Environmental Planning and Assessment Act 1979 and update the Local Planning Strategy	Regulatory, Planning and Assessment
5.1.3 Facilitate well designed and appropriate scale development that complements Newcastle's unique character		
Protect and enhance heritage buildings, streetscapes, views and key features, as well as, encouraging building innovation	In the assessment of development applications ensure development is consistent with the principles in CN's Local Planning Strategy 2015, including ensuring development addresses public spaces and is scaled for the pedestrian to provide vibrant and activated public spaces	Regulatory, Planning and Assessment

5.2 Mixed-use urban villages supported by integrated transport networks

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
5.2.1 Plan for concentrated growth around transport and activity nodes		
Implement the recommendations of CN's Parking Study and Parking Management Action Plan	Provide improved access and management of on-street parking spaces across Newcastle consistent with CN's adopted Parking Management Framework	Transport and Compliance
	Implement the recommendations of CN's Permit Parking Guidelines, consolidating control of all CN's parking permits into one management area	Transport and Compliance
	Support Park and Ride and investigate possible new locations	Transport and Compliance
Promote integrated, sustainable, long term planning for Newcastle	Implement the priority actions in the Greater Newcastle Metropolitan Plan 2036	Regulatory, Planning and Assessment
	Implement the actions in the Wickham Master Plan to deliver on the vision to create a diverse and dynamic mixed-use neighbourhood	Regulatory, Planning and Assessment
5.2.2 Plan for an urban environment that promotes active and healthy communities		
Develop a community education littering campaign	Collaborate with 'Keep Australia Beautiful' littering campaign and involvement with Regional Illegal Dumping Squad to develop and implement strategies to reduce littering, the identification of littering or dumping hot spots through intelligence-based trend analysis and increased proactive patrols to identify offenders	Waste Services
Raise fire safety awareness of all property owners and managers, tenants and business operators	Promote and encourage voluntary compliance with fire safety regulations through submissions of Annual Fire Safety Statements and through the Fire Safety Statement program	Regulatory, Planning and Assessment

5.3 Greater diversity of quality housing for current and future community needs

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
5.3.1 Ensure sufficient housing diversity to meet community needs, including affordable and adaptable housing options		
Promote fire safety in medium to high density boarding houses	Annual compliance inspections of registered and assisted boarding houses, as well as premises being used as unauthorised boarding houses to ensure compliance with fire safety and planning legislation	Regulatory, Planning and Assessment
Ensure sufficient housing capacity for our future population	CN to participate in the Urban Development program established by the Department of Planning & Environment to monitor delivery of housing in the Lower Hunter	Regulatory, Planning and Assessment
Facilitate affordable living	Implement the CN Affordable Living Plan	Regulatory, Planning and Assessment

5.4 Sustainable infrastructure to support a liveable environment

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
5.4.1 Advocate for implementation of energy and resource efficiency in new developments		
Improved waste and recycling infrastructure in new developments	Finalise waste management in new developments guidelines which set minimum planning requirements	Waste Services
5.4.2 Plan, provide and manage infrastructure that continues to meet community needs		
Implement best practice asset management to deliver sustainable services	Prioritise renewal of infrastructure to deliver desired levels of service	Assets and Projects





Smart and Innovative

A leader in smart innovations with a prosperous, diverse and resilient economy.

Community Objective

6.1 A vibrant diverse and resilient green economy built on educational excellence and research

6.2 A culture that supports and encourages innovation and creativity at all levels

6.3 A thriving City that attracts people to live, work, invest and visit

Smart and Innovative



Implementing our
**Smart Move
Newcastle
Projects**



**120 smart poles
around our city**

**14 events to
be delivered
and supported
in our city**



**total followers
78,004**



Our supporting strategies and plans

Smart City Strategy 2017-2021

Economic Development Strategy 2016-2019

Destination Management Plan 2016 - 2019

Events Plan 2016-2019

Newcastle Libraries Strategy 2019 - 2023

Our measures

Increase the number of visitors to Newcastle

Maintain economic values of grants provided by the Events Sponsorship Program

↑ in the estimated value of approved commercial developments

↑ the number of visitors to visitnewcastle.com.au

Maintain the number of major events held in Newcastle

Improve awareness of CN's new brand



CN's commitment to our community

6.1 A vibrant diverse and resilient green economy built on educational excellence and research

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
6.1.1 Recognise and strengthen Newcastle's role as a regional capital and hub for industry, education, health, business, personal, tourism, port and logistics services		
Embrace digital platforms to broaden audiences for culture	Invest in digital platforms to broaden and deepen audience engagement in the Art Gallery	Art Gallery
	Invest in digital platforms to broaden and deepen audience engagement in the Museum	Museum
Promote the lifestyle and cultural values of Newcastle as a place to work, invest and live	Develop an opportunities prospectus to promote Newcastle as the perfect business and lifestyle location nationally and internationally	Major Events and Corporate Affairs
6.1.2 Attract new business and employment opportunities		
Continue to work with the NSW Government to promote revitalisation of the city centre and attract new investment, business and jobs	Gather and analyse economic and industry information to identify gaps and business opportunities	Corporate and Community Planning
Strengthen the existing commercial, activity service and employment centres	Continue to deliver the Local Centres Public Domain Program to foster new growth in local centres	Asset and Projects

6.2 A culture that supports and encourages innovation and creativity at all levels

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
6.2.1 Support and advocate for innovation in business, research activities, education and creative industries		
Increase support for, and engagement with, local artists, innovative thinkers, academic creatives and cultural practitioners	Support development of artists and practitioners through mentoring and professional placements	Art Gallery
	Establish program for tertiary students in cultural disciplines and professional practitioners, to view ticketed programming at reduced prices	Art Gallery
	Develop a specific Library IT Infrastructure Plan	Libraries and Learning
	Support and encourage innovation and creativity at all levels	Libraries and Learning
	E-Smart Library that fosters digital citizenship	Libraries and Learning
Continue to facilitate innovative ecosystem development projects	Support the strategic development of the regional incubator collaborative project and the iQ series of events	Corporate and Community Planning
6.2.2 Support and advocate for the small business sector		

Continue to build on and promote Newcastle's advantages in education, health, energy research and smart city initiatives	Deliver the Newcastle Living Lab Framework to promote technology innovation trials and research	Corporate and Community Planning
	Continue to expand smart city infrastructure including smart poles, WiFi and sensor networks	Corporate and Community Planning
	Deliver a range of digital platforms that can collect, analyse and present data including portal, app, dashboard and city intelligence platform	Corporate and Community Planning

6.3 A thriving City that attracts people to live, work, invest and visit

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
6.3.1 Facilitate events and festivals that attract visitors and support the local economy		
Maintain a diverse program of events to appeal to a broad audience that builds on Newcastle's assets	Deliver the annual CN Event Sponsorship Program	Major Events and Corporate Affairs
	Support events via provision of Visitor Services to increase visitor nights and expenditure	Civic Services
	Support industry through training opportunities and increase visitor experience	Civic Services
Build cultural tourism by presenting events that celebrate the city and contribute to its identity	Develop local stories in our Art Gallery and build Newcastle's cultural identity	Art Gallery
	Tell the stories of Newcastle through a variety of mediums and technologies in collaboration with other CN units and community	Museum
6.3.2 Work with the tourism sector to further develop Newcastle as a visitor and event destination		
Implement the Destination Management Plan	CN to continue its leadership role in developing the visitor economy	Major Events and Corporate Affairs
Continue to work on researching and promoting sector infrastructure issues, including accommodation, and conference facilities	Maintain the visitor website as well as print promotions such as maps and self - guided tours	Major Events and Corporate Affairs
Utilise economic and business information to track city and key industry trends	Investigate the visitor services model	Major Events and Corporate Affairs
Continue to identify signature events and experiences for the Newcastle community and our visitors	Promote Newcastle as a destination for business, association and professional conferences and events	Major Events and Corporate Affairs
6.3.3 Work with businesses, planners and government at all levels to facilitate key infrastructure to support business growth		
Work with our community, business sector and government to identify and facilitate key infrastructure projects	Continue to support the development of Newcastle Airport and expansion of national and international routes	Major Events and Corporate Affairs
6.3.4 Foster a collaborative approach to continue city centre renewal		
Revitalisation of our city centre to provide the standard of facilities necessary to attract people to live, work and play in Newcastle	Deliver economic development and activation projects across the city	Corporate and Community Planning



Open and Collaborative Leadership

A strong local democracy with an actively engaged community and effective partnerships.

Community Objective

7.1 Integrated, sustainable long-term planning for Newcastle and the Region

7.2 Considered decision-making based on collaborative, transparent and accountable leadership

7.3 Active citizen engagement in local planning and decision-making processes and a shared responsibility for achieving our goals

7.4 A local government organisation of excellence

Open and Collaborative Leadership



69,390
rateable
properties

8,500

visitors to our customer counter
(2017/18)



total followers
28,162



2 Civic Administration buildings

3 Works depot

560 fleet and plant vehicles

1,292 computers



140,000 calls taken

on 4974 2000 (2017/18)

Our supporting strategies and plans

Open and Transparent Governance Strategy 2017

Workforce Management Plan 2018-2022

Asset Management Strategy 2018-2027

Aboriginal Employment Strategy 2013-2017

Long Term Financial Plan 2018-2027

Information and Communication Technology Strategic Plan 2018-2020

Our measures

Maintain in-person contact survey rating of 74%

↑ Increase social media followers

↑ Community (%) who agree City News is informative in updating you about what CN is delivering in our city

↑ Community (%) of awareness for NC's regular newsletters

↑ Community (%) satisfied with City of Newcastle's performance

↑ Community (%) who agree that CN's information is easy to access from our website

↑ Increase community awareness of Our Budget document

CN's commitment to our community

7.1 Integrated, sustainable long-term planning for Newcastle and the Region

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
7.1.1 Encourage and support long term planning for Newcastle, including implementation, resourcing, monitoring and reporting		
Implement the Integrated Planning and Reporting framework	Develop and deliver a three-year Delivery Program detailing the objectives which are aligned with achieving our CSP	Corporate and Community Planning
	Adopt an Operational Plan that clearly details and shows accountability for the actions taken to achieve the Delivery Program and CSP	Corporate and Community Planning
	Develop Resourcing Strategies that support our Delivery Program and Operational Plan	Corporate and Community Planning
7.1.2 Ensure long-term financial sustainability through short, medium and long term financial planning		
Review and incorporate the financial strategies underpinning all short and medium-term plans into the Long Term Financial Plan	Ensure the management of CN's budget allocation and funding alternatives are compliant with our policy and relevant legislation to ensure the long term financial sustainability of the organisation	Finance
	Co-ordinate and update the CN's 10 year long term financial plan	Finance
	Improve investment performance of CN's reserves funds within agreed risk	Finance
Effectively and efficiently manage financial operations, systems and information	Manage, monitor and review CN's financial performance in accordance with the Financial Reporting framework	Finance
	Ensure the rates and charges for the financial year are levied and collected in accordance with relevant legislation, whilst also incorporating rates assistance provisions	Finance
	Ensure external audits of our financial reports are carried out in accordance with accounting standards	Finance
	Ensure timely and accurate management of accounts payable, logistics, purchasing and financial authorisations to provide both internal and external customers with a high level of service	Finance

7.2 Considered decision-making based on collaborative, transparent and accountable leadership

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
7.2.1 Conduct CN business in an open, transparent and accountable manner		
Maintain a strong ethical culture and high standard of conduct	Councillors, the CEO and CN's senior staff are expected to demonstrate, through both their words and actions, commitment to the Code of Conduct	Legal
	Education and training for both Councillors and staff to ensure they appropriately understand their governance obligations	Legal
Provide open and accessible government information as well as a commitment to the protection of privacy	Processing all formal access applications within the statutory timeframes and in compliance with the GIPA Act	Legal
	Proactively publishing more information on CN's website than is legally required and improve efficient release of information	Legal
	Ensure CN meets the highest level of public disclosure regarding all dealings with Officials while also meeting its obligations under the relevant privacy legislation and CN's Privacy Management Plan	Legal
7.2.2 Provide timely and effective advocacy and leadership on key community issues		
Provide a clear line of communications between members of the public and Councillors	Release business papers to members of the public in advance of Council meetings	Legal
	Keep Councillors' contact details available and updated so the public can email or speak to Councillors about issues scheduled to go before the elected Council prior to a Council meeting	Legal
7.2.3 Establish collaborative relationships and advocate for local needs with all stakeholders		
Develop partnerships and networking with community, government and business	Develop partnerships and networking with community, government and business	Corporate and Community Planning

7.3 Active community engagement in local planning and decision-making processes and a shared responsibility for achieving our goals

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
7.3.1 Provide opportunities for genuine engagement with the community to inform CN's decision-making		
Increase opportunities for community input into CN's decision-making processes	Review internal business processes to ensure all projects with high community impact receive appropriate community engagement	Major Events and Corporate Affairs
Increase profile of community engagement as an integrated function of CN	Review the Community Engagement Policy 2013 for consideration by elected Council	Major Events and Corporate Affairs
Increase engagement with hard to reach groups	Develop targeted engagement strategies to ensure feedback from hard to reach groups is incorporated in CN decision-making	Major Events and Corporate Affairs
Build capacity of the organisation to be able to involve community in decision making	Promotion of the community engagement toolkit throughout 2019	Major Events and Corporate Affairs
7.3.2 An informed community through clear and consistent communications		
Improve reputation and trust	Implement a Corporate Brand Strategy	Major Events and Corporate Affairs
Provide accessible and inclusive communications	Use a range of methods and channels to ensure broad reach	Major Events and Corporate Affairs
	Utilise options to increase accessibility such as translator services	Major Events and Corporate Affairs
	Implement guidelines for accessible, clear and easy to read graphic design and publishing	Major Events and Corporate Affairs
	Review web content to comply with Web Content Accessibility 2.0 guidelines	Major Events and Corporate Affairs
Increase CN's digital and social media profile and encourage information sharing online	Develop a Social Media Style Guide that aligns with Corporate Brand Strategy	Major Events and Corporate Affairs
	Produce regular print and electronic communications to inform community about CN activities, events and projects	Major Events and Corporate Affairs
	Advise, implement and deliver effective communication plans and products to promote activities and services	Major Events and Corporate Affairs
Enhance digital platforms	Conduct website audit of corporate website www.newcastle.nsw.gov.au to review and improve content	Major Events and Corporate Affairs
Deliver open access information related to development to the public in a clear and concise manner	Prepare a Community Participation Plan to: <ul style="list-style-type: none"> Increase the information made available to the public Provide a mechanism for the public to be informed of development Publicly notify development applications in accordance with the plan 	Regulatory, Planning and Assessment

7.4 A local government organisation of excellence

Delivery Program Objective	Operational Plan Action 2019/20	Responsibility
7.4.1 Continuous improvement in services delivery based on accountability, transparency and good governance		
Develop a culture of continuous improvement across CN	Promote continuous improvement across CN's services to increase the efficiency and effectiveness of service delivery	Corporate and Community Planning
Promote an organisation that eliminates or minimises risk	Maintain and adopt a risk management framework and risk management committee to appropriately identify and manage our risks	Legal
Provide the community with easy to understand and meaningful information about performance of CN	Provide the community with an annual report, six-monthly and quarterly performance report on the Delivery Program achievements	Corporate and Community Planning
Ensure accountability for public money and high-level services	Ensure external audits of our financial reports are carried out in accordance with accounting standards	Finance
Effectively and efficiently manage Depot and Fleet operations, systems and information	Provide continued improvement, support and management of CN procedures required to manage the operational works depot and provide the facilities to support the services delivered to the Community	Depot Operations
	Managing the operational fleet and plant to provide safe, fit for purpose and legislatively compliant assets	Depot Operations
7.4.2 Provide services that deliver on sustainable community service expectations		
Ensure Asset Management Strategy and Plans capture community service expectations	Integrate business practices with service reporting and development of 20 Service Asset Plans	Corporate and Community Planning
7.4.3 Provide the Community with responsive customer service		
Provide our customers with simple and convenient ways to access and do business with CN	Ensure the community can access the CN organisation by phone, email and mail easily and without undue delays or effort	Customer Service
	Explore new channels for interaction with CN	Customer Service
	Review systems and processes to enable better communication with community members regarding the outcome of requests they have made	Customer Service
Focus our Customer service around the quality of service	Create and maintain a high level of customer satisfaction through all services provided at the Museum	Museum

7.4.4 Maintain a high-quality workforce that is responsive to the needs of CN and the community

Deliver our strategies and actions against our Workforce Management Plan	Create a positive induction/on boarding experience	People and Culture
	Invest in the capabilities of our people	People and Culture
	Facilitate a culture of Cooperation, Respect, Excellence and Wellbeing	People and Culture
	Plan for our future workforce needs	People and Culture
Continue to develop our safety culture	Develop opportunities for improved return to work processes and collaborative inclusion	People and Culture
	Develop opportunities for Work Health and Safety (WHS) mobility and ease of user access. Establish dynamic WHS Statistical reporting	People and Culture
	Ensure our mandatory training requirements are continuously met	People and Culture

7.4.5 Support the community and organisation through improvement IT services that meet the needs of the community

Focusing on delivering valuable services to the customer by driving seamless and effective customer engagement across multiple channels and changing into a regional information hub	Continue to meet the needs of our customers regarding our Apps and CN interfaces	Information Technology
Establishing a sustainable, high performing organisation that leverages technology to enable a modern and agile workforce and translates data into actionable insights to optimise business operations	Next Generation Information and Communication Technology operating model	Information Technology
	Governance for information and technology	Information Technology
	Continue to be a Geographic Information systems leader	Information Technology
Setting a strong foundation in information and communication technology governance, weaving into all areas of the CN as a reliable business partner and facilitating new opportunities for technology transformation	Data ownership and governance model	Information Technology
	Review OneCouncil implementation	Information Technology
	Establish integration framework	Information Technology
Proactively identifying and exceeding customer expectations of the future through driving agility and connectivity, and ultimately supporting the evolution of Newcastle into one of the leading local governments nationally	Implement smart city technology foundation	Information Technology



Financial Management



Financial Management

Operating Position

	Adopted Budget 2018/19	Draft Budget 2019/20	Variance
	\$,000	\$,000	\$,000
Total Income	279,669	309,245	29,576
Total Expenditure	273,189	297,294	24,105
Operating Surplus (Deficit) for the year	6,480	11,951	5,471

Operating Surplus (\$11.9 million)

The operating position is a measure of annual financial performance.

The operating result budgeted for the 2019/20 year is a surplus of \$11.9 million which is an improvement to the budgeted surplus of \$6.5million in 2018/19.

The operating surplus ensures CN will maintain its financial sustainability which also enables the city to renew and maintain assets within a sustainable range, continue a strong focus on fiscal responsibility, delivery of priority projects identified in the 2012 SRV, continual focus on funding for infrastructure renewal and being able to respond to community priorities.

Operating Income

	Adopted Budget 2018/19	Draft Budget 2019/20	Variance
Income Types	\$,000	\$,000	\$,000
Rates & charges	167,802	181,677	13,875
User charges & fees	76,520	89,366	12,846
Interest	9,132	10,210	1,078
Other operating revenues	10,642	12,015	1,373
Grants & contributions - Operating	15,573	15,977	404
Operating Income	279,669	309,245	29,576

Rates and annual charges (\$13.9 million increase)

The 2019/20 budget is based on the total 2019/20 general income from ordinary and special rates (SRV) being increased by a total of 8%, in line with the IPART approved SRV. This increase consists of the annual IPART determined rate peg increase of 2.7% plus an additional SRV increase of 5.3%. 2019/20 is the last year of the approved SRV.

User charges and fees (\$12.9 million increase)

User charges relate mainly to the recovery of service delivery costs through the charging of fees to users of CN's services. These include waste tipping services, animal fees, use of leisure, entertainment and other community facilities. The increase of \$12.9 million in total fees and charges expected from 2018/19 to 2019/20 is primarily attributable to a budgeted increase in income generated through CN's waste management centre at Summerhill and revenue from on-street parking meters. The remainder of CN's revenue sources are budgeted to increase in line with the Consumer Price Index (CPI).

A detailed list of all fees and charges is included in CN's Fees and Charges document.

Interest (\$1.1 million increase)

Interest income is earned on CN's funds which are invested in accordance with the Investment and Borrowing Policy. A modest increase in interest on investments is budgeted for the 2019/20 financial year which also includes for the first time CN's commitment to longer term investments through NSW Treasury Corp.

Other operating income (\$1.4m increase)

Other income relates to a range of items such as parking fines, property rental/ leases, sale of inventories, contract revenue, cost recoupment, legal fees and charges attributable to rate arrears and other miscellaneous income items.

Grants and contributions - operating (\$0.4 million increase)

Operating grants and contributions include all monies received from State and Federal sources for the purposes of funding the delivery of CN's services to ratepayers. This revenue line has remained consistent over recent financial years as the Financial Assistance Grant, which is our main grant source and makes up over 86% of total operating grant and contribution revenue has remained at similar funding levels.

Operating Expenditure

	Adopted Budget 2018/19	Draft Budget 2019/20	Variance
Expenditure Types	\$,000	\$,000	\$,000
Employee costs	103,336	111,942	8,606
Borrowing costs	3,874	4,761	887
Materials & contracts	72,118	67,646	(4,472)
Depreciation & amortisation	41,275	48,374	7,099
Other operating expenses	48,236	58,623	10,387
Net Loss from disposal of assets	4,350	5,948	1,598
Operating Expenditure	273,189	297,294	24,105

Employee costs (\$8.6 million increase)

Employee costs include all labour related expenditure such as wages and salaries and on-costs such as allowances, leave entitlements, employer superannuation, Workers Compensation Insurance etc.

Employee costs are budgeted to increase by \$8.6 million compared to the 2018/19 financial year. This is attributable to CN's commitment to the onboarding an additional 14 apprentices, trainees, undergrads and graduates as well as increased service delivery to improve customer and community experiences. This will increase resourcing allocations within the following service units: Regulatory Planning and Assessment, Assets and Projects, Major Events and Corporate Affairs, Information Technology and Waste.

Borrowing costs (\$0.9 million increase)

Borrowing costs relate to interest charged by financial institutions on borrowed funds as well as the amortisation of right to use lease assets. CN is not committing to any additional borrowings during 2019/20. The additional expenditure generated in 2019/20 is primarily attributable to an accounting policy standard change for leased assets which requires CN to recognise a portion of annual lease contract expenditure as a borrowing cost.

Materials and contracts (\$4.5 million decrease)

The materials and contracts expenditure budgeted for 2019/20 has decreased by \$4.5million in comparison to the 2018/19 adopted budget. The decrease in expenditure is related to the operational expenditure component of the \$80.9million works program and the reclassification of lease contracts on the balance sheet and expensed through depreciation and amortisation.

Depreciation and amortisation (\$7.1 million increase)

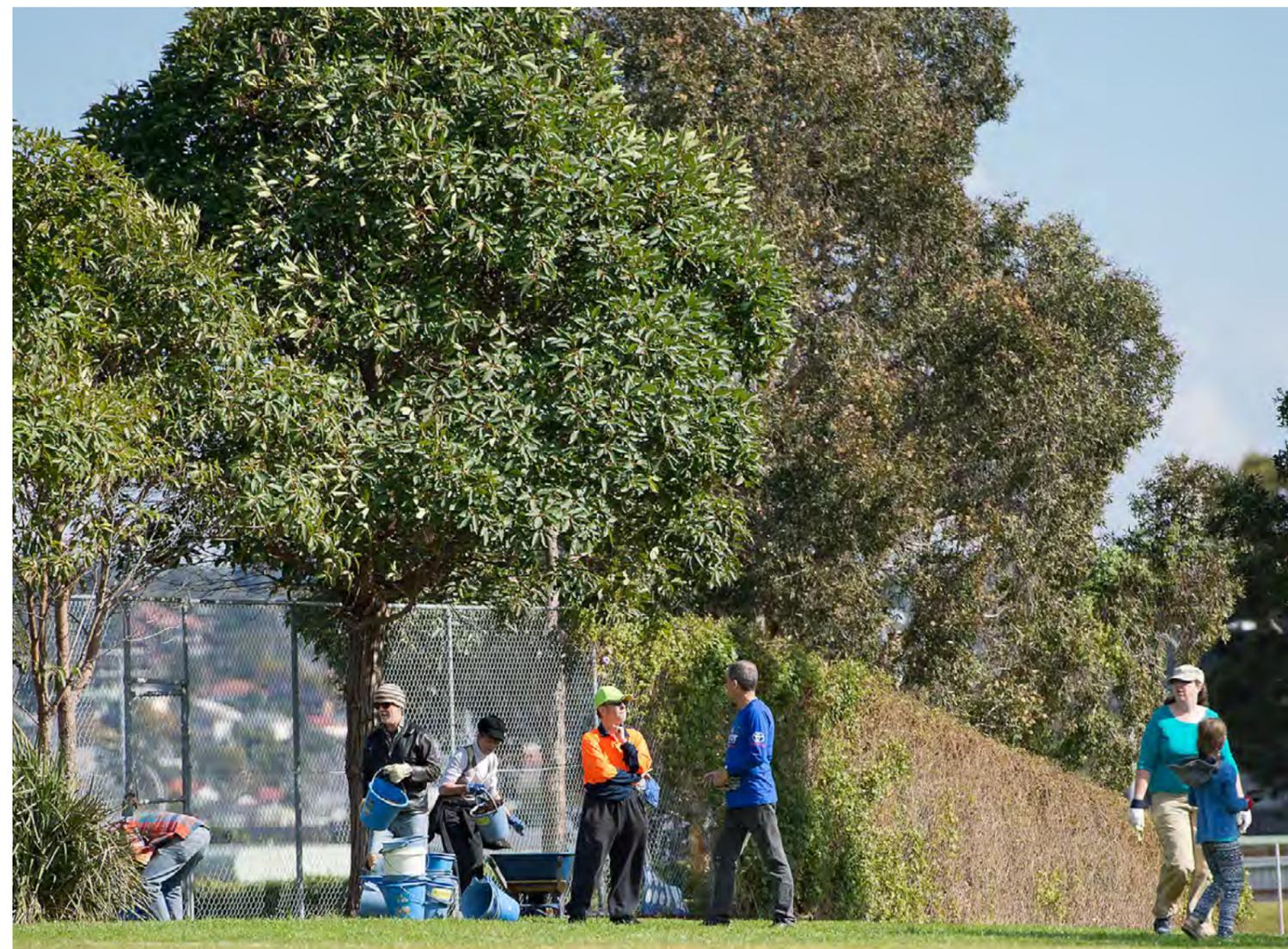
Depreciation relates to the usage of CN's property, plant and equipment including infrastructure assets such as roads, bridges, footpaths, drainage and structures as well as CN's buildings portfolio. Depreciation is forecast to increase in comparison to the 2018/19 adopted budget. This is due to the capitalisation of new and renewed assets; donated assets and the reclassification of lease contracts now being expensed through depreciation and amortisation.

Other operating expenses (\$10.4 million increase)

The primary expense in this expense category is the NSW Government Waste Levy. Other items relate to costs such as bad and doubtful debts, electricity, telephone, water, Emergency Services Levy, insurance, street lighting and other miscellaneous costs. The increase of \$10.4 million in total other expenses is primarily due to a budgeted increase in the NSW Government Waste Levy generated through CN's waste management centre at Summerhill which is offset by higher revenues.

Net loss from disposal of assets (\$1.6 million)

The net loss from disposal of assets primarily relates to the write-off of the residual book value of infrastructure assets that are subject to renewal. The amount budgeted for the 2019/20 financial year is slightly higher than the amount budgeted for in the 2018/19 financial year. The budget for the 2019/20 financial year is driven by both lower proceeds from the sale of assets and increased residual value write-offs associated with the asset renewal program.

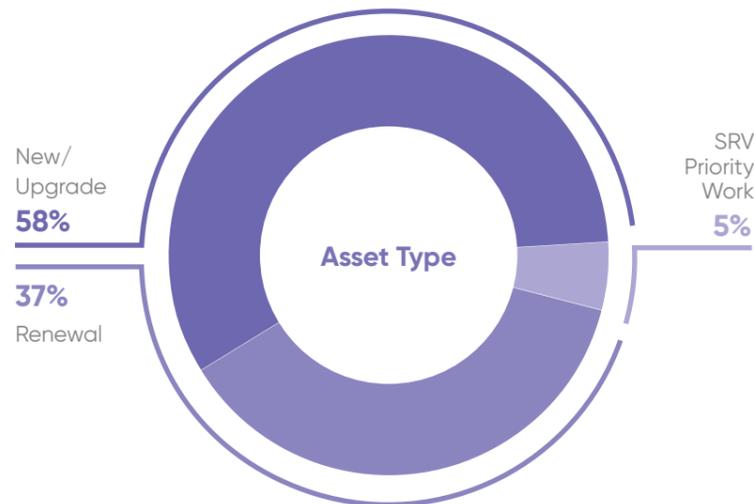


Works Program 2019/20

The total works program consists of expenditure on new assets, asset renewal and assets funded by the 2012 SRV.

The expenditure on asset renewal is expenditure on an existing asset, which returns the service potential or the life of the asset back to its original life expectancy. Asset renewal is one of CN's key focuses to ensure the allocation of funding in alignment with the required renewal identified in the Asset Management Strategy and Service Asset Plans.

Required renewal is assessed taking into account condition of assets, location of asset, functionality of asset, agreed service level, criticality and risk. This is an efficient use of CN's funds to ensure sustainably maintained assets in the condition expected by the community.



Building, structure and places (\$14.2 million)

Buildings, structures and places include all community, cultural, operational buildings and accommodation, pools, shade shelters and sporting facilities.

Roads (\$9.7 million)

Connection of people and places throughout the city via public roads, bridges, footpaths for use by multiple types of transport vehicles.

Transport (\$4.0 million)

Connection of people and places throughout the city via cycleways, traffic management and parking infrastructure to support pedestrian mobility. Provision for the physical pursuits of walking and cycling. Facilitate safe access to the public transport network.

Stormwater (\$5.4 million)

The collection, treatment, conveyance, reuse and disposal of stormwater. Flood planning for low lying suburbs affected by potential sea level rise. Provision for the capture and removal of contaminants from stormwater flows and the control of erosive stormwater flows being discharged into the natural environment.

Environment (\$35.8 million)

A desirable urban environment that enhances amenity, liveability and civic pride through a landscaped or vegetated "green belt". Park and bushland reserve protection to maintain health and water quality of creeks. Provision of domestic and commercial solid waste collection, disposal and recycling services.

IT (\$4.6 million)

Supporting CN operations through provision of information technology infrastructure and systems.

Strategic (\$2.1 million)

Strategic projects are work undertaken by CN in developing and implementing planning initiatives such as the Newcastle Smart City Program, the Disability Inclusion Action Plan and various public domain plans.

Fleet Replacement (\$5.0 million)

Supporting CN operations by replacing fleet vehicles and plant.

Works Program 2019/20

The table below provides a breakdown of the annual works program. There is a heavy focus on buildings, roads and environmental programs with a large level of investment in Waste. The 2019/20 works program highlights an unprecedented level of investment into environmental sustainability

as well as continued focus on renewing and maintaining assets within a sustainable range, delivery of priority projects identified in the 2012 SRV and a continual focus on funding for infrastructure renewal to respond to community priorities.

Works Program (Opex and Capex)	Grand Total	Renewal	New/Upgrade	SRV Priority Work
	\$,000	\$,000	\$,000	\$,000
Buildings, Structures and Places	14,221	4,540	6,380	3,301
Aquatic Centres	150	150	-	-
Blackbutt Reserve	30	-	-	30
Buildings – Council Support Services	5,340	400	4,940	-
Caravan Parks and Commercial Properties	-	-	-	-
Cemeteries	50	-	50	-
City Centre Revitalisation	996	-	-	996
Coastal Revitalisation	2,375	100	-	2,275
Community Buildings	-	-	-	-
Cultural Facilities	2,122	1,855	267	-
Libraries	603	-	603	-
Public Toilets	50	-	50	-
Recreation Parks, Sporting Facilities and Open Spaces	1,505	1,035	470	-
Retaining walls	1,000	1,000	-	-
Roads	9,730	9,685	45	-
Bridges	2,500	2,500	-	-
Footpaths	350	330	20	-
Road Rehabilitation	3,150	3,125	25	-
Road Resurfacing	3,000	3,000	-	-
Roadside Furniture	730	730	-	-
Transport	4,035	80	3,015	940
Cycleways	1,110	-	170	940
Local Area Traffic Management (LATM)	1,085	-	1,085	-
Parking Infrastructure	230	80	150	-
Pedestrian Access and Mobility Plan (PAMP)	1,610	-	1,610	-

Works Program (Opex and Capex)	Grand Total	Renewal	New/Upgrade	SRV Priority Work
	\$,000	\$,000	\$,000	\$,000
Stormwater	5,440	5,430	10	-
Flood Planning	75	75	-	-
Stormwater Network	5,365	5,355	10	-
Environment	35,831	4,905	30,926	-
Bushland , Open Spaces and Reserves	1,210	1,150	60	-
Coast, Estuary Watercourses and Wetlands	1,430	1,285	145	-
Street Trees	950	10	940	-
Waste Management	32,241	2,460	29,781	-
Information Technology	4,595	-	4,595	-
Implementation and Upgrade of Applications	1,155	-	1,155	-
Infrastructure Improvements	3,170	-	3,170	-
Strategic and Systems Analysis	270	-	270	-
Strategic	2,095	-	2,095	-
Smart City	2,095	-	2,095	-
Fleet Replacement	5,000	5,000	-	-
Fleet Replacement	5,000	5,000	-	-
Total Works Program	80,947	29,640	47,066	4,241

Capital funding

Capital Funding	Adopted Budget 2018/19	Draft Budget 2019/20	Variance
	\$,000	\$,000	\$,000
Capital Funding Sources			
General fund contribution to capital	40,336	48,422	8,086
2012 Special Rate Variation	6,255	7,326	1,071
Stormwater Management Charge	1,972	1,990	18
Grants & contributions – Capital	9,084	12,830	3,746
Proceeds from the sale of Assets	1,620	1,700	80
Funding available for capital expenditure	59,267	72,268	13,001
Capital expenditure			
Asset renewals	32,168	18,102	(14,066)
New / upgrade	32,691	38,998	6,307
2012 SRV priority projects	2,694	1,825	(869)
Total capital spend	67,553	58,925	(8,628)
Principal loan repayments / (borrowings)	3,580	3,868	288
Transfer to/(draw down) on restricted reserves	(11,866)	9,475	21,341

General fund contribution to capital (\$48.4 million)

CN's income statement and associated operating position are prepared under accounting standards which include revenue items which cannot be applied to meet operational expenditure such as the 2012 SRV or have no direct cash outlay such as depreciation. The general fund contribution to capital removes these items and can be used as a clearer measure of financial sustainability.

2012 special rate variation (\$7.3 million)

This is revenue raised under the 2012 SRV for the purpose of funding CN's seven priority projects.

Stormwater management service charge (\$2.0 million)

CN is allowed to levy an annual charge to fund additional work renewing, upgrading and creating new stormwater network assets.

Grants and contributions – capital (\$12.8 million)

Capital grants and contributions include all monies received from State, Federal and community sources for the purposes of funding capital projects. Significant grants and contributions budgeted to be received for the 2019/20 financial year includes Transport for NSW Roads to Recovery Grants, Section 94 revenue and infrastructure donations. These donations largely relate to the roads infrastructure which is built by developers of newly developed sub-divisions. These roads and other infrastructure are transferred to CN for ongoing maintenance. CN does not receive any funds as part of this transfer.

Proceeds on sale of assets (\$1.7 million)

The continued sale of assets which have been identified as surplus to operational needs or are being replaced such as in the Fleet Replacement Program is budgeted to generate \$1.7 million.

(Drawn down on) or transfer to restricted reserves (\$9.5 million surplus)

During the year CN generates cash from its operating activities, which is used as a funding source for the capital works program. It is forecast that \$72.3 million will be generated from operations to fund the budgeted 2019/20 capital works program which will allow CN to transfer \$9.5 million into restricted reserves to fund future works. This is the first time in at least seven years that CN is budgeting to transfer amounts to reserves as CN is budgeting to deliver the services and works program within the cash generated within the year.

Four Year Financials

— Next Year Budget (2019/20)
— 4 Year Budget (2019/20 to 2022/23 inclusive)

Income Statement	2019/20	2020/21	2021/22	2022/23
	\$,000	\$,000	\$,000	\$,000
Income from Continuing Operations				
Rates and annual charges	181,677	186,219	190,875	195,647
User charges and fees	89,366	91,860	94,487	97,209
Interest and investment revenue	10,210	12,072	13,073	13,703
Other revenues	12,015	12,268	12,525	12,788
Grants and contributions provided for operating purposes	15,977	16,313	16,656	17,005
Grants and contributions provided for capital purposes	13,837	14,128	14,424	14,727
Fair value increment on investment properties	–	–	–	–
Net share of interests in joint ventures and associates	–	–	–	–
Total Operating Revenue	323,083	332,860	342,039	351,080
Expenses from Continuing Operations				
Employee benefits and on-costs	111,942	116,065	119,753	122,908
Borrowing costs	4,761	6,344	5,902	5,626
Materials and contracts	67,646	74,376	77,932	77,600
Depreciation and amortisation	48,374	54,104	55,372	55,918
Other expenses	58,623	60,136	61,887	64,009
Net losses from the disposal of assets	5,948	6,102	6,261	6,424
Revaluation decrement/impairment of IPPE	–	–	–	–
Total Expenses from Continuing Operations	297,294	317,127	327,106	332,484
Operating result from continuing operations	25,789	15,733	14,933	18,595
Net operating result for the year before grants and contributions provided for capital purposes	11,952	1,606	509	3,868

Capital Funding Budget Statement	2019/20	2020/21	2021/22	2022/23
	\$,000	\$,000	\$,000	\$,000
Capital funding sources				
General fund contribution to capital	48,422	44,513	44,458	48,531
2012 Special Rate Variation	7,326	7,509	7,697	7,889
Stormwater Management Charge	1,990	2,040	2,091	2,143
Grants & contributions - Capital	12,830	9,089	9,280	9,475
Proceeds from the sale of Assets	1,700	1,744	1,790	1,836
Funding available for capital expenditure	72,268	64,896	65,315	69,874
Capital Expenses				
Asset renewals	18,102	35,083	36,327	20,012
New / upgrade	38,998	18,244	11,429	34,529
2012 SRV Priority Projects	1,825	5,684	12,790	2,974
Total capital spend	58,925	59,011	60,546	57,516
Principal loan repayments / (borrowings)	3,868	4,187	4,478	4,717
(Draw down on) or transfer to restricted reserves	9,475	1,697	292	7,641

Special Rate Variations

2012 Special Rate Variation

Special Projects:

Revitalising Hunter Street

Revitalising our coast

Upgrading Blackbutt Reserve

Providing new cycleways

Improving our swimming pools

Modernising our libraries

Expanding our Art Gallery

In 2012, we successfully applied for a section 508(2) special rate variation (2012 SRV) of 5% above the rate cap for one year. The variation occurred in the 2012/13 financial year increasing the base rate charge. The variation was granted for works of a capital nature for specific projects, these are listed above.

The 2012 SRV has raised \$34.8 million in funds towards these special projects, with CN spending almost \$56 million since July 2012. (based on December 2018 figures).

2015 Special Rate Variation

The 'Road to Recovery' SRV was approved by the Independent Pricing and Regulatory Tribunal in May 2015 and will increase CN's revenue by 46.9% (inclusive of rate rise) over the five years to 2019/20 (an annual increase of between \$8.5 million and \$11.7 million over the five years).

The revenue provided by the section 508A Special Rate Variation (2015 SRV) has been critical to ensure CN achieves financial sustainability. It has also allowed CN to accelerate the completion of our priority projects as well as help fund our Asset Renewal Program and improve our services and associated assets.

2019/20 will be CN's last year of the 2015 SRV.

Rate Information

This section of the report forms part of CN's Revenue Policy and includes information on the proposed rates and charges structure and general information about rates for the 2019/20 rating year.

Current year rate increase

We acknowledge the importance of rate income as a funding source however this must be balanced against community sensitivity to rate increases having regard to the impact on the ratepayer and the capacity of the ratepayer to pay any rate increase.

The 2019/20 budget is based on total 2018/19 general income from ordinary and special rates being increased by a total of 8%. This increase is part of Council's approved Special Rate Variation (SRV) Application made in 2015 to the Independent Pricing and Regulatory Tribunal (IPART). This approval allows Council to increase rate income above the allowable rate peg increase for a 5 year period i.e. 2015/16 to 2019/20. The rate peg for 2019/20 is 2.7%.

An estimated gross ordinary rate income of \$158.3 million will be raised 2019/20.

For the 2019/20 rating year the base

The breakdown of estimated ordinary rate income and number of properties per category is as follows:

	Number of Properties	Gross rate yield 2019/20\$(000's)
Ordinary rates		
Residential	65,235	101,057
Farmland	9	22
Business (including sub-categories)	4,654	57,219
Total Properties/Gross Ordinary Rate Income	69,898	\$158,298

Rating structure

Council proposes a rating structure which has regard to two principles of equity:

1) The extent to which those who receive the benefits of CN's services also pay for those services, and

2) The extent to which those who pay for CN's services have the ability to pay for those services.

For residential ratepayers, a structure based on the continued use of a 50% base amount will ensure both of the above principles are addressed.

The business category structure is proposed to include the use of 23 sub-categories. This will ensure that large-scale users and beneficiaries of CN's infrastructure continue to maintain rating contributions relative to the level of benefit these businesses receive.

Additionally, no changes are proposed to the structure of the farmland category from that used in 2018/19.

Both the business and farmland categories and Business sub-categories continue to be structured on the use of a minimum amount. The proposed minimum amount for 2019/20 will be \$1045.40 – this is the 2018/19 minimum amount of \$968.00 extended by the total rate increase of 8%.

Council's six special rates are proposed to continue to be based on an ad valorem rate only. In line with legislation, Special Rates must be levied on the basis of benefit to the ratepayer. To address this benefit principle these six special rates are further dissected to form 17 individual rates.

The purposes of the special rates proposed to be levied for the 2019/20 rating cycle are:

Hunter Mall	Defraying the cost of continuing additional horticultural and cleansing services and street furnishings
Mayfield business district	Defraying the additional cost of promotion, beautification and development of the Mayfield business district
Hamilton business district	Defraying the additional costs of promotion, beautification and development of the Hamilton business district
Wallsend business district	Defraying the additional costs of promotion, beautification and development of the Wallsend business district
New Lambton business district	Defraying the additional costs of promotion, beautification and development of the New Lambton business district
City Centre benefit	Defraying the additional costs of promotion, beautification and development of the City Centre benefit area

Specific details of Council's proposed rating structure inclusive of special rates, ad valorem, minimum rates and base amounts are shown below.

Rate	Minimum Rate	Ad Valorem Amount Cents in \$	Base Amount		Estimated rate yield P.A. \$'s
	\$	¢	% of total rates		\$
Ordinary Rates					
Residential	Nil	0.238158	777.16	50	101,057,254
Farmland	\$1,045.40	0.304365	Nil	Nil	22,010
Business	\$1,045.40	1.928710	Nil	Nil	41,595,874.
Business Sub-Categories					
Major Commercial Shopping Centre – Kotara	\$1,045.40	3.468848	Nil	Nil	1,547,106
Major Commercial Shopping Centre – Jesmond	\$1,045.40	4.669337	Nil	Nil	607,014.
Major Commercial Shopping Centre – Waratah	\$1,045.40	5.169938	Nil	Nil	427,037
Major Commercial Shopping Centre – Wallsend	\$1,045.40	5.674382	Nil	Nil	486,295
Major Commercial Shopping Centre – The Junction	\$1,045.40	4.018165	Nil	Nil	228,232
Major Commercial Shopping Centre – Inner City	\$1,045.40	2.027248	Nil	Nil	300,134
Suburban Shopping Centres.	\$1,045.40	3.285466	Nil	Nil	305,877
Suburban Shopping Centres – Inner City	\$1,045.40	2.461789	Nil	Nil	174,541
Suburban Shopping Centres – Mayfield	\$1,045.40	4.338140	Nil	Nil	188,709
Kotara – Homemaker's Centre	\$1,045.40	1.495482	Nil	Nil	291,169
Kotara – Homemaker's Centre – South Zone	\$1,045.40	1.695119			316,987
Kooragang Industrial Coal Zone	\$1,045.40	1.874887	Nil	Nil	660,495
Kooragang North Industrial Coal Zone	\$1,045.40	2.564513	Nil	Nil	1,479,724
Kooragang Industrial Centre – Walsh Point	\$1,045.40	2.017446	Nil	Nil	1,315,375
Kooragang Industrial Centre	\$1,045.40	1.693080	Nil	Nil	1,565,688
Mayfield North Heavy Industrial Centre	\$1,045.40	1.060343	Nil	Nil	629,844
Mayfield North Industrial Centre	\$1,045.40	1.709908	Nil	Nil	447,109
Mayfield North Industrial Centre – Future Development	\$1,045.40	2.149302	Nil	Nil	369,680
Carrington Industrial Port and Coal Zone	\$1,045.40	3.324280	Nil	Nil	1,495,926
Carrington Industrial Centre	\$1,045.40	2.392693	Nil	Nil	1,392,875
Carrington Industrial Port Operations Use	\$1,045.40	2.664498	Nil	Nil	284,222
Broadmeadow Industrial Centre	\$1,045.40	3.903215	Nil	Nil	162,374
Hexham Industrial Centre	\$1,045.40	2.738680	Nil	Nil	946,556
Total Ordinary Rates					158,298,107

Specific details of Council's proposed rating structure inclusive of special rates, ad valorem, minimum rates and base amounts are shown below:

Rate	Minimum Rate	Ad Valorem Amount Cents in \$	Base Amount		Estimated rate yield P.A. \$
				% of total rates	
	\$	¢			\$
Special Rates					
Hunter Mall	Nil	0.238124	Nil	Nil	92,436
Mayfield Business District	Nil	0.105335	Nil	Nil	74,906
Hamilton Business District - Zone A	Nil	0.200139	Nil	Nil	88,245
Hamilton Business District - Zone B	Nil	0.100069	Nil	Nil	33,480
Hamilton Business District - Zone C	Nil	0.050035	Nil	Nil	14,563
Wallsend Business District - Zone A	Nil	0.394772	Nil	Nil	111,110
Wallsend Business District - Zone B	Nil	0.197386	Nil	Nil	14,439
Wallsend Business District - Zone C	Nil	0.296079	Nil	Nil	25,374
New Lambton Business District	Nil	0.120332	Nil	Nil	15,018
City Centre - City East	Nil	0.292419	Nil	Nil	168,912
City Centre - Darby St	Nil	0.065605	Nil	Nil	32,821
City Centre - City West (Close Zone)	Nil	0.120828	Nil	Nil	227,636
City Centre - City West (Distant Zone)	Nil	0.060414	Nil	Nil	19,216
City Centre - Tower	Nil	0.292419	Nil	Nil	181,011
City Centre - Mall	Nil	0.292419	Nil	Nil	127,086
City Centre - Civic (Close Zone)	Nil	0.163523	Nil	Nil	101,895
City Centre - Civic (Distant Zone)	Nil	0.081762	Nil	Nil	6,657
Total Special Rate					1,334,805

Please note the above ad valorem and base amounts may vary as a result of the processing of Supplementary Valuations and rate exemption applications.

Property owners who pay the City Centre - City East or City Centre - Mall special rates may apply for rate assistance of an amount up to 50% of the special rate levied for 2019/20. This assistance is conditional on the property owner committing this reimbursement to their tenant/s whose business is suffering financial hardship due to construction work under way in the Hunter Street Mall.

Property owners and tenants will be required to complete and submit an application form with supporting evidence to CN to be eligible.

The following tables illustrates the proposed 2019/2020 rates payable for Residential and Business ratepayers using a range of land values. These proposed amounts are compared against the amount payable for the 2018/19 period.

Estimated Residential Rates Payable

Land Value	2018/19 Rates Payable	2019/20 Rates Payable using 50% Base Amount	\$ Increase
\$	\$	\$	\$
\$50,000	\$833.54	\$896.24	\$62.70
\$100,000	\$943.03	\$1,015.32	\$72.29
\$150,000	\$1,052.53	\$1,134.40	\$81.87
\$175,000	\$1,107.28	\$1,193.94	\$86.66
\$200,000	\$1,162.02	\$1,253.48	\$91.46
\$250,000	\$1,271.52	\$1,372.56	\$101.04
\$300,000	\$1,381.02	\$1,491.63	\$110.61
**\$325,218	\$1,436.24	\$1,551.69	\$115.45
\$350,000	\$1,490.51	\$1,610.71	\$120.20
\$400,000	\$1,600.01	\$1,729.79	\$129.78
\$500,000	\$1,819.00	\$1,967.95	\$148.95
\$600,000	\$2,037.99	\$2,206.11	\$168.12
\$700,000	\$2,256.98	\$2,444.27	\$187.29
\$800,000	\$2,475.98	\$2,682.42	\$206.44
\$900,000	\$2,694.97	\$2,920.58	\$225.61
\$1,000,000	\$2,913.96	\$3,158.74	\$244.78

** Average residential land value

The amounts stated do not include amounts payable for stormwater and waste management service charges and the Hunter Catchment Contribution rate.

Estimated Business Rates Payable

Land Value	2018/19 Rates Payable	2019/20 Rates Payable using \$1,045.40 minimum	Increase
\$	\$	\$	\$
\$200,000	\$3,610.36	\$3,857.42	\$247.06
\$250,000	\$4,512.95	\$4,821.78	\$308.83
\$300,000	\$5,415.54	\$5,786.13	\$370.59
\$400,000	\$7,220.72	\$7,714.84	\$494.12
**\$476,619	\$8,603.83	\$9,192.60	\$588.77
\$500,000	\$9,025.90	\$9,643.55	\$617.65
\$600,000	\$10,831.08	\$11,572.26	\$741.18
\$700,000	\$12,636.26	\$13,500.97	\$864.71
\$800,000	\$14,441.44	\$15,429.68	\$988.24
\$900,000	\$16,246.62	\$17,358.39	\$1,111.77
\$1,000,000	\$18,051.80	\$19,287.10	\$1,235.30
\$2,000,000	\$36,103.60	\$38,574.20	\$2,470.60

** Average Business Land Value

The amounts stated do not include amounts payable for stormwater and waste management service charges and the Hunter Catchment Contribution rate.



Waste Management Service Charges

Council is required by legislation to levy annual charges for the provision of waste management services. These charges relate to the services provided for both domestic and non-domestic waste management.

Domestic Waste Management Service Charge (DWMS)

Section 496 of the *Local Government Act 1993* requires Council to make and levy an annual charge for the recovery of costs for providing domestic waste management services.

The full year DWMS charges for the two years of the Delivery Program are:

2018/19	2019/20
\$340.09	\$347.91

Business Waste Management Service Charge (BWMS)

Section 501(1) permits Council to make and levy an annual charge for the provision of waste management services (other than domestic waste management services).

The full year BWMS charge for the two years of the Delivery Program are:

2018/19	2019/20
\$231.58	\$236.91

Stormwater Management Service Charge (SMSC)

The proposed Stormwater Management Service Charge (SMSC) for 2019/20 will continue to fund an enhanced stormwater related works and services program.

Income from the SMSC for the four years of the Delivery Program will be:

2018/19	2019/20
\$1,972,000	\$1,990,000

The proposed 2019/20 SMSC for residential properties is \$25 per eligible property, excepting residential strata units where an annual charge of \$12.50 is applicable. These charges are unchanged from those levied in 2018/19. Charges do not apply to vacant land or land categorised as farmland, as well as land exempt from rates in terms of Sections 555 or 556 of the *Local Government Act 1993*. Additionally, land held under a lease for private purposes granted under the *Housing Act 2001* or the *Aboriginal Housing Act 1998* is also exempt from the charge.

In respect of land categorised as business, the proposed 2019/20 SMSC for non-strata properties will be \$25 per 350m² of site area capped at \$1,000. Business strata units will be structured in the same manner, but each lot's contribution will be based on the individual lot's unit entitlement.

However, where a business property's stormwater is not discharged to a stormwater pipeline that is reliant on a downstream network that Council has a proportion of the ownership of, and maintenance responsibility for, a lower SMSC will be levied on that property. This charge will be \$12.50 per 350m² of site area capped at \$500.

Income from the charge will be spent on both capital projects and recurrent expenditure including:

Planning, construction and maintenance of drainage systems, including pipes, channels, retarding basins and waterways receiving urban stormwater

Planning, construction and maintenance of stormwater treatment measures, including gross pollution traps and constructed wetland

Planning, construction and maintenance of stormwater harvesting projects

Monitoring of flows in drains and creeks to assess effectiveness

Stormwater education programs

Inspection of commercial and industrial premises for stormwater pollution prevention

Cleaning up of stormwater pollution incidents (charge can fund a proportion)

Water quality and aquatic ecosystem health monitoring of waterways, to assess the effectiveness of stormwater pollution controls (charge can fund a proportion).

Rebates to eligible pensioners

Section 575 of the *Local Government Act 1993* provides for eligible pensioners to receive reductions in ordinary rates and domestic waste management service charges. This mandatory rebate provides for a reduction of 50% on the aggregate of these rates and domestic waste charges, up to a maximum of \$250. Rebates are granted on an annual or quarterly proportionate basis. The granting of the Statutory Pensioner rebate to eligible pensioners is limited to the current year and five previous years subject to the provision of proof of eligibility by the applicant.

Rates assistance provisions

We have considered the Office of Local Government's Debt Management and Hardship Guidelines and have ensured there are a range of options available to manage ratepayer debt and respond to genuine hardship. CN's own Debt Management Guidelines recognises that ratepayers and debtors may experience financial hardship in some circumstances in paying rates and annual charges. Ratepayers will be eligible for consideration for hardship assistance in paying their overdue rates, annual charges and interest where:

They are unable to pay rates, charges, fees or accrued interest when due and payable for reasons beyond their control; or

Payment when due would cause them hardship.

Ratepayers are encouraged to seek assistance as soon as practical to do so by contacting our Debt Management Team on 02 4974 2128.

The following rate assistance options are proposed to be available, for the 2019/20 rating year:

Negotiation of flexible payment options including weekly, fortnightly and monthly instalments as well as other tailored plans

Financial planning and counselling through our appointed welfare agencies

Financial assistance through our appointed welfare agencies

Waive interest charges for eligible pensioners where the net rates and charges are paid in full in the current year or suitable arrangements are entered into for payment in a subsequent year

Write-off of accrued interest

Deferral of rates and charges against the estate.

CN may request a ratepayer to complete an Application for Hardship Rate Relief prior to providing any assistance.

CN may also request reasonable evidence of hardship including details of assets, income, liabilities, expenses and such other information required to make an informed decision.

Aggregation of values

All storage lots and car spaces within a residential strata plan will be categorised as residential land where the storage lots and car spaces:

Are used in conjunction with a residential unit being located in the same or adjoining strata plan/scheme and

Are used by the occupier of the unit.

Council will, in accordance with Sections 548A and 531B of the Act allow the aggregation of the rateable values of separately titled car and/or storage lots within a Strata Plan with an occupiable unit to enable an aggregated rate to be levied. Council will aggregate only where:

The lots are used in conjunction with the occupiable unit, by the occupier of the unit

The ownership of each lot noted on the certificate of title is exactly the same for each

All lots are within the same or adjoining strata plan, or strata scheme, or the strata plan notes that the lots are used in conjunction with

The lots are not leased out separately.

Use of land values on newly created property

Upon registration of a plan of subdivision or consolidation with the Registrar General, Council will rate the property(s) within the plan from the registration date of the Deposited or Strata Plan.

Each individual request for assistance will be considered on its merits. Factors to be considered may include but are not limited to: the capacity of the ratepayer to pay, personal circumstances including illness or domestic violence, and the ratepayer's payment history.

Ratepayers may also access support services to help resolve legal or financial issues and/or to assist negotiating arrangements to manage debt. Community Legal Centres and financial counsellors may also assist people resolve debt issues by providing free, tailored expert advice. Solicitors from these centres or Legal Aid can provide legal advice and assistance to ratepayers. Financial counsellors also provide a mix of social, financial and paralegal advice and advocacy on debt issues.

Details of where to go for support services are here:

moneysmart.gov.au
for *Financial Advice*

legalaid.nsw.gov.au
for *Legal Aid service (Legal Advisers)*

clcsw.org.au
for *Community Legal Centres*

Revenue Policy

Statements of business activities

Council manages the following Category One businesses as defined by the *Local Government Act 1993* as having income in excess of \$2 million.

Waste Management	Waste Management provides disposal facilities for domestic, commercial and industrial waste streams, construction and demolition waste separation, green waste stockpiling and processing. The centre also has a small vehicle receival centre and an on-site resource recovery and recycling operation.
Waste Management Collection Services	CN provides a weekly domestic and commercial waste collection service, provision of weekly 'drop-off' centres for the collection of green waste, a quarterly kerbside green waste collection service together with servicing of street, park and beach litter bins and a six-monthly kerbside bulk waste pickup.
Civic Theatre/ Playhouse	The Civic Theatre and Playhouse are live performance and entertainment venues generating income from ticket sales and commissions, facility hire fees and food and beverage services. Community based not for profit organisations based in the Newcastle Local Government Area are supported through discounted facility hire fees. The venue promotes a continuous schedule of local, national and international productions.

Statement of fees and charges

Under Section 608 of the Act, CN may charge and recover an approved fee for any service it provides, other than a service proposed or provided on an annual basis which is covered by an annual charge (Sections 496 and 501).

Services for which CN may charge a fee include:

Supply of services and products
Giving information
Providing a service in connection with the exercise of CN's regulatory function (e.g. applications, inspections, certificates)
Allowing admission to buildings.

Fees and Charges made under section 608 of the Act are classified according to the following pricing basis:

Full Cost Recovery (F)	CN recovers all direct and indirect costs of the service (including depreciation of assets employed).
Partial Cost Recovery (P)	CN recovers less than the Full Cost. The reasons for this may include community service obligations and legislative limits.
Statutory Requirements (S)	Price of the service is determined by legislation.
Market Pricing (M)	The price of the service is determined by examining alternative prices of surrounding service providers.
Zero Cost (Z)	Some services may be provided free of charge and the whole cost determined as a community service obligation.
Rate of Return (R)	This would include Full Cost Recovery as defined above in addition to a profit margin to factor in a return to CN for assets employed. CN's policy for determining fees to be charged is that all CN fees and charges not subject to statutory control are to be reviewed on an annual basis, prior to finalisation of the annual operating budget.

In applying the above pricing basis to fees made under section 608 of the Act, Council considers the following factors as outlined in section 610D of the Act:

The cost to the CN of providing the service – the Full Cost Recovery method is used as a benchmark in this instance. This includes any debt and servicing costs, depreciation and maintenance associated with the provision of the service.

The price suggested for that service by a relevant industry body or in a schedule of charges published, from time to time by the Division of Local Government.

The importance of the service to the community – this is considered in determining any potential community service obligations or community benefit particularly under a Partial Cost Recovery or Zero Cost method.

Any Factors specified in the Local Government (General) Regulation 2005 or other applicable legislation.

Other Factors not specifically mentioned under Section 610D of the Act that may also be considered include:

If services are being supplied on a commercial basis as part of a defined CN business

The capacity of the user to pay

Market prices.

All fees and charges not included in the Division 81 GST free schedule will attract GST at the current rate of 10%. CN's 2019/20 Fees and Charges document is bound as a separate report.

Established categories for reduction or waiving of fees

Section 610E of the Act allows CN to waive payment of or reduce a fee in a particular case if it is satisfied that the case falls within a category of hardship or any other category that CN has determined.

Application and assessment

The following principles will be considered when applying any reduction or waiver of a fee or charge:

Compliance with relevant legislation

Fairness, consistency and equity

Transparency.

The Council will directly, or through delegated authority, assess and make determinations on requests for reduction or waiver of fees in accordance with these principles.

CN has determined that fees may be waived or reduced in the following categories:

Hardship	Where there is evidence that the payment of the fee or charge will impose unreasonable financial hardship on the applicant given their particular circumstances.
Charity	Where the applicant is a registered charity and the fee is for a service that will enable the provision of charitable services to the community of the Newcastle local government area.
Illness or death	Library overdue charges and pool season passes may be reduced or waived where the applicant provides evidence that the charge was incurred due to: <ul style="list-style-type: none"> 1 Serious illness of a customer or the customer's immediate family member 2 Serious accident involving the customer or the customer's immediate family member 3 Death of a customer or the customer's immediate family member.

Equitable pricing methodology **Asset rationalisation and property asset disposal**

The equitable pricing methodology has been progressively updated and applied to service delivery throughout the organisation. For subsequent budget cycles the application of Activity Based Cost Management (ABCM) principles has facilitated a better understanding of service delivery costs and assisted in the fees and charges determination process.

CN has worked collaboratively across all business units to produce a framework and set of criteria by which CN property assets can be assessed to determine if they are considered surplus to current and future requirements. Assets determined through this process to be surplus to CN's requirements will be considered for sale. This process is known as the Asset Review and Implementation Plan (ARIP).

Proposed loans borrowing program

CN's loan liability as at 30 June 2019 is forecast to be \$54.5 million. CN advises that there have been no further loan borrowings budgeted in the 2018-2022 Delivery Program.

A key outcome of the ARIP is the identification of opportunities to rationalise under-utilised assets in order to apply the funds to a more useful purpose

CN's policy for use of funds from property asset disposals is to allocate net proceeds to a Land and Property Reserve. The reserve is used to fund identified existing projects, strategic property acquisitions and meet preliminary disposal costs.

Charges for work on private land

It is not CN's practice to conduct work on behalf of private persons or bodies unless competitive tenders have been sought. CN applies competitive neutrality considerations when quoting as part of such tenders. CN has, on occasions, become involved in special one-off private works such as kerb and guttering for new estate development, where it is CN's practice to recover full costs. It is likely that CN will continue to tender for some private works in order to benchmark its performance.

Assets identified in the ARIP as potentially suitable for rationalisation and disposals are initially reported to CN's Asset Advisory Committee. Recommendations to acquire or dispose of property assets are endorsed by this committee prior to consideration by the CN at an ordinary meeting.

Restricted Cash Policy

Restricted Cash are funds that have been set aside from operating and capital incomes for the future funding of CN expenditure. From an accounting perspective the value of these funds are reconciled against the combined balance of Cash, Cash Equivalents, and Investments on the Statement of Financial Position. Balances are not available for use by the group for purposes other than those to which they are apportioned.

Purpose of Restricted Cash

CN maintains cash restrictions to:

Ensure sustainability and responsible financial management through consistent identification, administration and usage of funds subject to CN's control.

Ensure transparency and focus on achieving strategic goals via identification, measurement and monitoring of Restricted Cash requirements and available balances.

Ensure that for those funds that have been received for a specific future purpose CN establishes and maintains Restricted Cash balances that account for that income.

Establish requirements around the Restricted Cash categories required by CN, their purpose, the priorities, the target balance, ongoing balance maintenance and the tracking and disclosure of performance against benchmark (value held against value required).

Ensure CN retains financial flexibility to respond to external shocks.

Application and assessment

CN is committed to the application of the Restricted Cash Policy in accordance with the following principles:

Regulation and legislation: The Policy operates in accordance with the relevant legislative regulatory requirements.

Accountability and transparency: The Policy provides a framework for transparency and a system of accountability.

Strategic objectives: The Policy provides a framework to ensure that discretionary funds are reserved in alignment with the priorities and stated strategic objectives of CN.

Restricted Cash categories

Total Cash, cash equivalents and investments are classified into either one of three restriction classifications:

External Restrictions: funds subject to legal requirements that govern their usage. Money of this kind is to be held in the form of a compliant investment as per CN's Investment Policy.

Internal Restrictions: funds that are not subject to legal requirements that govern their usage. These are records of future obligations kept at CN's discretion to ensure sound financial management which are only restricted by a resolution of Council. Money of this kind is to be held in the form of a compliant investment as per CN's Investment Policy.

Unrestricted: a balance of funds subject to neither external nor internal restriction that can be utilised to provide support of CN's operational expenditure.

City of Newcastle Restrictions

Specific individual restriction categories that facilitate prudent financial management of CN's cash, cash equivalents and investments are as follows:

External Restrictions

Unexpended Grants: 100% of cash grants received not spent during the year are treated as restricted funds.

Developer Contributions: 100% of cash Developer Contributions received but not yet expended in accordance with the applicable deed or contributions plan.

Contributions to specific works: 100% of contributions provided to CN by third parties that are yet to be expended on the project/s for which they were provided.

Domestic Waste Management: Funds restricted for investment into service delivery and capital improvements for Domestic Waste Management.

Bequests and Donations: 100% of cash bequests received by CN explicitly tied to the funding of specified projects are preserved in accordance with the conditions attached within the underlying agreement.

Special Benefit Rates: 100% of the special rate income received but not yet spent for the relevant business districts.

Rawson Crown Land Reserve: As a Crown Land Reserve Trust manager CN must apply proceeds from activities on Rawson Reserve. Any cash surplus will be restricted for the future provision of projects within this specific Crown Land Reserve.

Building Better Cities: Surplus funds are managed under the terms of the relevant deed by CN's BBC Housing Management and Development Committee. Funds are to be applied in accordance within the program, strategy and provisions of the Deed.

2012 Special Rate Variation: 100% of the special rate income received but not yet spent.

Internal Restrictions

Works Program - New and upgrade: Maintain a rolling 12month cash provision equivalent to the adopted budget for new and upgrade works. This excludes amounts funded from other restrictions.

Works Program - Priority Projects (2012 SRV): Maintain a rolling 12month cash provision equivalent to the adopted budget for Priority Projects.

Works Program - Specific Projects: Maintain a cash balance equal to the funds restricted by a resolution of CN to be applied to the provision of a specific future project of works.

Works Program - Infrastructure Backlog: Maintain a cash provision equal to the combined capital and operational funds required to bring CN's assets up to a satisfactory standard.

Waste Management - Remediation provision: 100% cash provision retained to provide full defeasance of CN's present obligation to remediate the Summerhill Waste Management Facility and Astra Street Landfill (this asset is no longer in use).

Employee Leave Entitlements: Maintain a cash provision to fund a proportion of age profiled present long-term leave obligations.

Unexpended Loans: 100% of loan funds received but not yet expended on the project/s for which the funds were provided.

Superannuation - Defined Benefits: Trustee advised obligation specific to CN to restore the Fund to a satisfactory financial position to comply with the regulatory standards set by APRA.

Workers Compensation - Self Insurance: Value equal to the security provided to the State Insurance Regulatory Agency (SIRA). Security is subject to redemption at short notice and resultantly a specific purpose reserve is prudent to maintain.

Section 355 and local committees and childcare: Equal to the consolidated funds attributable to each of the respective bodies.

Supporting our Plans

Long Term Financial Plan

Our Vision and Values

The City of Newcastle (CN) has a strong focus on its strategic direction to be a “Smart, Liveable and Sustainable Global City by 2030”

The Community Strategic Plan (CSP) identifies seven key themes underpinning this strategic direction and commitment of CN to achieve the development of integrated and accessible transport, vibrant, safe and active public places, creation of a liveable built environment, becoming a smart and innovative city, protecting our unique environment, and fostering an inclusive community utilising open and collaborative leadership.

Purpose

In accordance with the legislative obligations issued by the Office of Local Government’s Integrated Planning and Reporting Framework (IPR) CN is required to have a Long-Term Financial Plan (LTFP).

The LTFP must include a financial forecast for a minimum of ten years and be reviewed annually. The financial forecast is driven by strategic objectives, key metrics, assumptions and inputs as well as core information contained within the Community Strategic Plan (CSP) Asset Management Strategy (AMS) and Workforce Management Plan (WMP).

The LTFP must provide a minimum of three scenarios which includes forecasting based on a planned financial forecast, an optimistic financial forecast and a conservative financial forecast. Additionally, the LTFP must also encompass sensitivity analysis highlighting the factors and assumptions most likely to impact on the planned financial outcomes as well as quantifying the methods of monitoring financial performance.

CN has a strong focus on achieving its financial goals and objectives. CN utilises the LTFP as a financial decision-making tool to identify financial and strategic opportunities. The LTFP also provides a sound basis for strategic decision making allowing for transparency in forecasting CN’s financial decision making and offering analysis of the cumulative financial impacts of CN’s strategic and operational planning.

CN is committed to the principles of sound financial management as outlined in the Local Government Act 1993 Section 8B. These principles include:

-
- (a) Council spending should be responsible and sustainable, aligning revenue and expenses.

 - (b) Councils should invest in responsible and sustainable infrastructure for the benefit of the local community.

 - (c) Councils should have effective financial and asset management, including sound policies and processes for, performance management and reporting, asset maintenance and enhancement, funding decisions, risk management practices.

 - (d) Councils should have regard to achieving intergenerational equity, including ensuring policy decisions are made after considering their financial effects on future generations and the current generation funds the cost of its services.

Building on these core objectives, CN has identified further objectives required for financial sustainability.

Financial Objectives

Maintain a net operating surplus

Each financial year, the budget will maintain a net operating surplus before capital grants and contributions. This should be controlled through strong financial governance and budget management.

Renew and maintain assets within a sustainable range

The funding allocated to the annual asset renewal program will be programmed to be aligned to the equivalent level of depreciation per asset class. Funding will also be applied to asset maintenance programs to the levels required in the asset management strategy and asset service plans.

Maintain a strong cash and liquidity position

Financial stability will be maintained by a strong cash position inclusive of cash reserves managed in accordance with Policy. A strong cash and liquidity position also assists with the ability to generate revenue whilst also ensuring there are sufficient assets available to cover both our current and long-term liabilities.

Financial legacy

The LTFP ensures that the financial decisions made by Council and CN management, creates and safeguards the financial legacy of the City of Newcastle. A legacy of being prudent and responsible.

Long Term Financial Plan

The LTFP is an integral document in the IPR Framework and demonstrates the financial impacts of providing service levels and assets to the community. The service levels and assets to be provided are identified through “Our Budget” as part of the annual budget process incorporating key objectives and commitments made in our suite of corporate planning documents including the Community Strategic Plan (CSP), Asset Management Strategy (AMS) and Service Asset Plans and the Workforce Management Plan (WMP). The LTFP has been updated through the 2019/20 annual budget process.

Income Statement

- Next Year Budget (2019/20)
- 4 Year Budget (2019/20 to 2022/23 inclusive)
- 10 Year Budget (2019/20 to 2028/29 inclusive)

Income Statement	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29
	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000
Income from continuing operations											
Rates and annual charges	167,802	181,677	186,219	190,875	195,647	200,538	205,551	210,690	215,957	221,356	226,890
User charges and fees	78,797	89,366	91,860	94,487	97,209	100,010	102,891	105,855	108,905	112,043	115,271
Interest and investment revenue	9,632	10,210	12,072	13,073	13,703	13,946	14,714	14,996	15,862	16,184	17,152
Other revenues	10,692	12,015	12,268	12,525	12,788	13,057	13,331	13,611	13,897	14,189	14,487
Grants and contributions provided for operating purposes	15,755	15,977	16,313	16,656	17,005	17,362	17,727	18,099	18,479	18,867	19,264
Grants and contributions provided for capital purposes	17,856	13,837	14,128	14,424	14,727	15,036	15,352	15,675	16,004	16,340	16,683
Fair value increment on investment properties	-	-	-	-	-	-	-	-	-	-	-
Net share of interests in joint ventures and associates	-	-	-	-	-	-	-	-	-	-	-
Total Income from continuing operations	300,534	323,083	332,860	342,039	351,080	359,949	369,566	378,927	389,104	398,979	409,747
Expenses from continuing operations											
Employee benefits and on-costs	102,141	111,942	116,065	119,753	122,908	126,426	130,162	133,963	137,549	140,930	144,340
Borrowing costs	3,874	4,761	6,344	5,902	5,626	3,037	2,820	2,628	2,433	2,221	2,016
Materials and contracts	74,684	67,646	74,376	77,932	77,600	78,941	81,049	82,939	86,544	88,403	89,962
Depreciation and amortisation	41,275	48,374	54,104	55,372	55,918	52,044	52,093	53,069	54,145	54,654	55,454
Other expenses	52,211	58,623	60,136	61,887	64,009	67,887	69,851	71,665	73,539	75,448	77,404
Net losses from the disposal of assets	2,013	5,948	6,102	6,261	6,424	6,591	6,762	6,938	7,118	7,303	7,493
Revaluation decrement/impairment of IPPE	-	-	-	-	-	-	-	-	-	-	-
Total Expenses from Continuing Operations	276,197	297,294	317,127	327,106	332,484	334,926	342,737	351,202	361,328	368,959	376,669
Operating result from continuing operations	24,337	25,789	15,733	14,933	18,595	25,023	26,829	27,725	27,776	30,020	33,078
Net operating result for the year before grants and contributions provided for capital purposes	6,481	11,952	1,606	509	3,868	9,987	11,477	12,051	11,772	13,680	16,395

Directly correlating the forecast of strengthening Operating Performance is a growth in CN's Cash & Investments position.

Cash, Investments and Profit before capital grants	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29
	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000
Net operating result for the year before grants and contributions provided for capital purposes	6,481	11,952	1,606	509	3,868	9,987	11,477	12,051	11,772	13,680	16,395
Net increase/(decrease) in cash and cash equivalents	28,708	2,138	15,645	16,631	18,087	22,214	24,127	23,412	25,604	29,326	31,611
Total cash, cash equivalents and investments	366,436	368,574	384,218	400,849	418,936	441,150	465,277	488,689	514,293	543,619	575,230

To ensure this positive operating trend is realised, a strong organisational focus on financial responsibility is required with service levels maintained and the works program growing at a sustainable rate over ten years to \$100 million. With the commitment of CN and the vision of transforming Newcastle into a smart, liveable, sustainable and global city supported by a smart, innovative organisation, CN's works program is forecast to grow to \$100 million and adjusted for CPI will allow for a balance between new projects and the ongoing commitment to renewing the city's assets.

CN's Income Statement is projecting net operating surpluses for the next decade (the duration of the forecast). This trend of continual net operating surpluses reflects a positive pattern of financial performance, the commitment of CN to long-term financial sustainability and the ability to generate annual funding to facilitate key objectives identified in Our Budget.

Statement of Financial Position

- Next Year Budget (2019/20)
- 4 Year Budget (2019/20 to 2022/23 inclusive)
- 10 Year Budget (2019/20 to 2028/29 inclusive)

Statement of Financial Position	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29
	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000
Current assets											
Cash and cash equivalents	58,218	51,202	57,731	64,591	70,036	80,114	90,624	99,905	110,001	123,199	138,036
Investments	101,289	104,297	107,293	110,504	114,658	118,647	123,121	127,765	132,862	138,162	143,674
Receivables	20,635	21,404	22,009	22,647	23,307	23,986	24,686	25,406	26,148	26,912	27,699
Inventories	1,194	1,225	1,256	1,289	1,323	1,357	1,392	1,428	1,466	1,504	1,543
Other	5,233	3,080	3,160	3,242	3,326	3,412	3,501	3,592	3,686	3,781	3,880
Non-current assets classified as 'held for sale'	368	368	368	368	368	368	368	368	368	368	368
Total current assets	186,937	181,576	191,817	202,640	213,018	227,884	243,693	258,466	274,530	293,926	315,200
Non-current assets											
Investments	206,929	213,075	219,194	225,755	234,242	242,390	251,531	261,018	271,430	282,258	293,520
Receivables	1,358	1,424	1,463	1,504	1,547	1,590	1,635	1,681	1,729	1,777	1,828
Infrastructure, property, plant and equipment	1,442,759	1,472,954	1,471,129	1,467,317	1,465,437	1,467,299	1,468,901	1,472,030	1,472,570	1,472,061	1,472,328
Right of use asset	-	45,053	40,259	35,588	31,776	29,629	27,621	25,612	23,603	21,594	19,586
Investments accounted for using the equity method	1,065	1,093	1,121	1,150	1,180	1,211	1,242	1,275	1,308	1,342	1,377
Investment property	18,580	18,580	18,580	18,580	18,580	18,580	18,580	18,580	18,580	18,580	18,580
Intangible assets	5,654	5,654	5,654	5,654	5,654	5,654	5,654	5,654	5,654	5,654	5,654
Other	8	8	8	8	8	8	8	8	8	8	8
Total non-current assets	1,676,353	1,757,841	1,757,410	1,755,557	1,758,424	1,766,361	1,775,173	1,785,859	1,794,882	1,803,275	1,812,879
Total assets	1,863,290	1,939,416	1,949,227	1,958,197	1,971,442	1,994,245	2,018,866	2,044,324	2,069,413	2,097,201	2,128,079
Current liabilities											
Payables	32,227	33,061	33,918	34,812	35,730	36,673	37,640	38,633	39,633	40,659	41,712
Income received in advance	6,276	6,408	6,542	6,680	6,820	6,963	7,110	7,259	7,411	7,567	7,726
Borrowings	3,868	9,020	9,356	8,831	5,788	5,869	6,020	6,284	5,913	5,969	5,819
Provisions	38,389	39,348	40,331	41,526	42,755	44,020	45,321	46,660	47,825	49,019	50,244
Total current liabilities	80,760	87,837	90,147	91,848	91,094	93,524	96,091	98,835	100,782	103,215	105,501
Non-current liabilities											
Income received in advance	5,350	5,462	5,577	5,694	5,814	5,936	6,060	6,188	6,317	6,450	6,586
Borrowings	75,221	117,381	108,025	99,194	93,406	87,537	81,517	75,233	69,320	63,351	57,532
Provisions	46,251	47,238	48,247	49,297	50,370	51,466	52,587	53,732	54,880	56,053	57,250
Total non-current liabilities	126,822	170,081	161,849	154,185	149,589	144,939	140,164	135,152	130,517	125,854	121,368
Total liabilities	207,582	257,919	251,996	246,033	240,683	238,463	236,255	233,988	231,300	229,068	226,869
Net assets	1,655,708	1,681,498	1,697,231	1,712,164	1,730,759	1,755,782	1,782,612	1,810,337	1,838,113	1,868,133	1,901,211
Equity											
Accumulated surplus	1,455,258	1,481,048	1,496,781	1,511,713	1,530,309	1,555,331	1,582,162	1,609,887	1,637,663	1,667,683	1,700,761
Revaluation reserves	200,450	200,450	200,450	200,450	200,450	200,450	200,450	200,450	200,450	200,450	200,450
Total equity	1,655,708	1,681,498	1,697,231	1,712,164	1,730,759	1,755,782	1,782,612	1,810,337	1,838,113	1,868,133	1,901,211

Cash and investments

CN is forecasting to record positive operating cash flows for the ten-year plan.

Receivables

Receivables have been assumed to remain constant for the life of the plan.

Inventories and other assets

CN expects no changes in the inventories held at its works depot and cultural facilities and has forecasted an increase in line with CPI of 2.6%.

Infrastructure, property, plant and equipment

CN has \$1.56 billion worth of infrastructure, property plant and equipment. The financial management of these assets are guided by the Asset Management Strategy (AMS), Service Asset Plans. The asset renewals and upgrades that have been identified in these plans have been funded in this plan.

The opening balance of cash and investments for the 2019/20 projections are formulated on the projected closing balances contained with the 2018/19 budget. All other balance sheet items in this plan have an opening balance relative to the 2018/19 financial year.

Asset Renewal

The Estimated cost to bring assets to an agreed level of service (ALS) set by Council is an area of risk for CN. Accurately forecasting the value of CN's ALS is complex and requires large amounts of high-quality data to accurately calculate. In addition to these costs CN has budgeted for renewal expenditure on non-infrastructure assets such as fleet, which does not contribute to the management of the ALS.

The level of asset renewals and upgrade works in addition to new asset work has been funded in the LTFP. Work schedules and programming are based on conditional audits undertaken annually by Asset Management staff and have been prepared taking into account the most relevant information currently available. The forecasting of this work is therefore an indication only until it is annually quantified as part of CN's Annual Financial Statements. Work programs for years 2019/20, 2020/21 and 2021/22 have been prepared in accordance with long term project management forecasts from the Corporate System PPM and contain more certainty with regards to costing estimates based on a refined scope of works, market quotations and engineering estimates. Programs are subject to annual change depending on new priorities, emerging works, emergency works, Councillor priorities and new funding sources like grants.

Payables and borrowings

The LTFP assumes that there will be no new borrowings over the life of the plan. Additional borrowing expenses have been factored into the plan referencing the inclusion of known lease liabilities. CN has a moderate level of borrowings which are due to reduce over the long term with the commitment made by Council to adopt a financial principle to avoid increasing borrowing. An exception to this financial principle was made in 2018 when a low interest loan for \$6.5 million from Clean Energy Financial Corporation was utilised to partially fund the construction of a solar farm and in 2019 when the airport secured a \$25 million facility to fund the expansion project.

Provisions

CN has made provisions for payment of employee leave entitlements which predominately consist of annual leave, long service leave and vested sick leave. CN has also made provision for the future rehabilitation costs of its current Summerhill and former Astra Street waste management facilities. CN estimates the costs based on feasibility studies and engineering studies using current restoration standards and techniques. Future adjustments to the provision may be required using evidenced based data which could affect future financial results. The variability in this evidence-based data includes significant uncertainty in the timing and extent of the future expenditure, as well as other movements such as new disturbance, updated cost estimates, changes to discount rates and changes in waste consumption rates.



Audited Key Performance Ratio's

CN has forecast to achieve the key performance ratio benchmarks set by the Office of Local Government for the ten-year plan. This is a strengthening position for CN which will ensure CN's financial sustainability.

1. Operating performance ratio – The 'operating performance ratio' measures how well council contained operating expenditure within operating revenue (excluding capital grants and contributions, fair value adjustments, and reversal of revaluation decrements). The benchmark set by the Office of Local Government (OLG) is greater than zero per cent.

2. Own source operating revenue ratio - The 'own source operating revenue ratio' measures council's fiscal flexibility and the degree to which it relies on external funding sources such as operating grants and contributions. The benchmark set by OLG is greater than 60 per cent.

3. Unrestricted current ratio - The 'unrestricted current ratio' is specific to local government and represents council's ability to meet its short-term obligations as they fall due. The benchmark set by OLG is greater than 1.5 times.

4. Debt service cover ratio - The 'debt service cover ratio' measures the operating cash to service debt including interest, principal and lease payments. The benchmark set by OLG is greater than two times.

5. Rates and annual charges outstanding ratio - The 'rates and annual charges outstanding ratio' assesses the impact of uncollected rates and annual charges on council's liquidity and the adequacy of debt recovery efforts. The benchmark set by OLG is less than 10 per cent for regional and rural councils.

6. Cash expense cover ratio - This liquidity ratio indicates the number of months the council can continue paying for its immediate expenses without additional cash inflow. The benchmark set by OLG is greater than three months.

Next Year Budget (2019/20)
4 Year Budget (2019/20 to 2022/23 inclusive)
10 Year Budget (2019/20 to 2028/29 inclusive)

Local government industry indicators	Benchmark	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29
1. Operating performance ratio	> 0.00%											
Total continuing operating revenue excluding capital grants and contributions less operating expenses		3.00%	5.79%	2.42%	2.07%	3.06%	4.81%	5.15%	5.23%	5.06%	5.48%	6.08%
Total continuing operating revenue excluding capital grants and contributions		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2. Own source operating revenue ratio	> 60.00%											
Total continuing operating revenue excluding all grants and contributions		88.82%	90.77%	90.85%	90.91%	90.96%	91.00%	91.05%	91.09%	91.14%	91.18%	91.23%
Total continuing operating revenue		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3. Unrestricted current ratio	> 1.5x											
Current assets less all external restrictions		2.31x	2.07x	2.13x	2.21x	2.34x	2.44x	2.54x	2.62x	2.72x	2.85x	2.99x
Current liabilities less specific purpose liabilities		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4. Debt service cover ratio	> 2x											
Operating result (1) before capital excluding interest and depreciation/impairment/amortisation		3.94x	8.23x	6.24x	6.30x	6.67x	10.24x	10.50x	10.88x	10.99x	12.52x	13.56x
Principal repayments (Statement of Cash Flows) plus borrowing costs (Income Statement)		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5. Rates, annual charges, interest and extra charges outstanding percentage	< 10% regional & rural											
Rates, annual and extra charges outstanding		2.77%	2.74%	2.81%	2.74%	2.74%	2.75%	2.75%	2.76%	2.76%	2.76%	2.77%
Rates, annual and extra charges collectible		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
6. Cash expense cover ratio	> 3 mths											
Current year's cash and cash equivalents plus all term deposits		8.91 mths	8.63 mths	8.52 mths	8.73 mths	9.05 mths	9.59 mths	10.01 mths	10.36 mths	10.69 mths	11.22 mths	11.80 mths
Monthly payments from cash flow of operating and financing activities		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Asset Management Strategy

Asset Management Policy

Asset Management is the systematic and coordinated activities and practices of an organisation to optimally and sustainably deliver on its objectives through the cost-effective lifecycle management of assets.

The Asset Management Policy was adopted by CN in June 2016 and supports our commitment to:

Ensuring assets and infrastructure are safe, reliable, sustainable and remain available for the benefit of our ratepayers and the community;

A core asset management system that aligns asset management to corporate goals and strategic context; and

Accountability, sustainability, risk management, service management and financial efficiency in asset management.

Asset Management Strategy and Service Asset Plans

The Asset Management Strategy is based on service planning; the process of determining the services needed by a community and delivering them in a sustainable manner. The Community Strategic Plan drives the Asset Management Strategy to:

(5.4.2) Plan, provide and manage infrastructure that continues to meet community needs;

(7.4.1) Continuous improvement in services delivery based on accountability, transparency and good governance; and

(7.4.2) Provide services that deliver on sustainable community service expectations.

CN manages an asset portfolio of \$2 Billion to deliver 28 core asset-based services

Service	Current level of Service	Current Infrastructure Asset Replacement Value \$	Infrastructure Backlog 2017/18 \$
Art Gallery	★★★★☆	73,131,731	-
Bushlands, Watercourses and Public Trees	★★★☆☆	4,796,046	1,628,452
Caravan Park	★★★★☆	6,830,731	-
Cemeteries	★★★☆☆	108,558	-
City Innovation and Sustainability *	★★☆☆☆	-	-
Civic Venues	★★★☆☆	85,046,053	-
Coast, Estuary and Wetlands	★★★☆☆	30,715,040	2,456,115
Community Buildings	★★★☆☆	24,278,388	388,426
Information Technology	★★★☆☆	10,375,885	-
Libraries and Learning	★★☆☆☆	55,148,486	193,919
Museum	★★★★☆	36,181,519	3,437,834
Property	★★★☆☆	44,267,647	2,123,000
Public Amenity	★★★☆☆	7,501,747	1,397,380
Public Art, Monuments and Memorials	★★☆☆☆	13,338,783	5,383,440
Recreation - Beaches and Ocean Baths	★★★☆☆	44,297,849	10,655,174
Recreation - Inland Swim Centres	★★☆☆☆	22,154,147	473,600
Recreation - Parks	★★★☆☆	49,722,188	2,347,843
Recreation - Playgrounds	★★★☆☆	8,583,036	320,000
Recreation - Sporting Facilities	★★★☆☆	64,659,667	991,060
Stormwater Drainage, Water Quality and Flood Planning	★★☆☆☆	267,882,829	30,640,934
Support Services - Depot Operations	★★★☆☆	15,419,208	141,494
Support Services - Fleet and Plant	★★★☆☆	34,107,291	-
Transport - Bridges and Structures	★★★★☆	77,093,685	8,142,295
Transport - Car Parking	★★★★☆	15,295,396	346,105
Transport - Pathways	★★★★☆	195,285,016	737,949
Transport - Public Domain Elements	★★★☆☆	27,954,217	421,000
Transport - Roads	★★★☆☆	647,172,502	23,156,202
Waste Management	★★★☆☆	63,161,644	81,180
Total**		1,924,509,290	95,463,403

* City Innovation and Sustainability is a new initiative implementing infrastructure into the future. Currently reflects the progressive development of digital and technology assets. The foundation technologies and platforms are primarily in design, deployment and commissioning phases, with full potential yet to be realised for either organisational capability or community benefit. For example, progressive deployment of public Wi-Fi linked to smart pole installation means it is currently available in pockets. The final outcome is city centre and priority local centres coverage. Likewise, the city fibre network currently being deployed that will soon link CN buildings and provide a digital communications backbone to the city. The services that can operate on this fibre network and yet to be deployed. The service is moving towards a 5-star service delivery rating that will accurately reflect the quality and leading-edge nature of the City's new embedded technology and data platforms.

** Excludes Airport, Land, Minor plant \$272M

Workforce Management Plan

Workforce planning is a resourcing strategy that:

Provides an understanding of the current and future workforce needs based on our commitments

Highlights potential skills shortages allowing for CN to prepare and address challenges early

Supports the strategic planning for future staffing requirements and new or emerging skill areas

Improves our understanding of our workforce profile and ensures projects and initiatives are prioritised accordingly.

Workforce planning ensures that CN achieves its vision and goals through its most valuable resource - its people. It outlines how we will develop and prepare our workforce to meet the changing demands of our community as well as the emerging challenges faced by an ageing workforce.

The key steps in developing this plan included an analysis of our current workforce, consideration of future needs, identification of gaps and challenges as well as the development of strategies to address these gaps.



A strategic planning workshop held on 2 February 2019 included an exercise asking Councillors to allocate funding for the 2019/20 budget. The ten attending Councillors were each provided \$180, making for a total budget of \$1,800. When these funds were distributed the following budget allocations were noted:

Infrastructure Needs received 53.33%;

Whole City Projects received 17.22%;

Infrastructure Backlog received 10.56%;

Service Needs received 10%;

Revenue Opportunities received 8.33% and;

Engagement & Consultation Needs 0.56%.

The findings of the exercise reflected a strong preference among all Councillors for the budget to focus on infrastructure works (81%). That is Whole City Projects (17.22%), Infrastructure Needs (53.33%) and Infrastructure Backlog (10.56%).

When this preference was further analysed this allocation creates a capital works program consisting of new works (85%) and infrastructure backlog (15%).

This feedback from Councillors was used to help shape the overall \$81 million 2019/20 works program.

To guide Council forward, there are 12 key service-based Asset Management Strategies:

Strategy	
Key Strategy 1	Service delivery expectations will be aligned with available funding so that the sustainable management of all required supporting assets is achieved.
Key Strategy 2	Identify the levels of funding required to achieve a sustainable capital works program and assess the implications of different funding levels on levels of service.
Key Strategy 3	A community consultation process consisting of service outputs, service levels, and sustainable service costs will be developed and implemented.
Key Strategy 4	Service Asset Plans will forecast demand and its effects on service delivery.
Key Strategy 5	Adjust resources and invest in building capacity to deliver works programs.
Key Strategy 6	Future organisational structures should focus on services provided rather than traditional approaches of grouping similar business units.
Key Strategy 7	Maintenance required to minimise life cycle cost is fully funded and reportable by service.
Key Strategy 8	Renewal required to reduce and maintain infrastructure backlog is fully funded and reportable by service.
Key Strategy 9	New services and/or assets will only be approved where the full life cycle cost of doing so has been evaluated and appropriate supporting budget allocations made.
Key Strategy 10	Assets will be disposed of if they are not required to support service delivery.
Key Strategy 11	Asset data and service information will be captured and improved.
Key Strategy 12	Planning for future delivery of services will incorporate environmental sustainability.

Our Workforce Profile

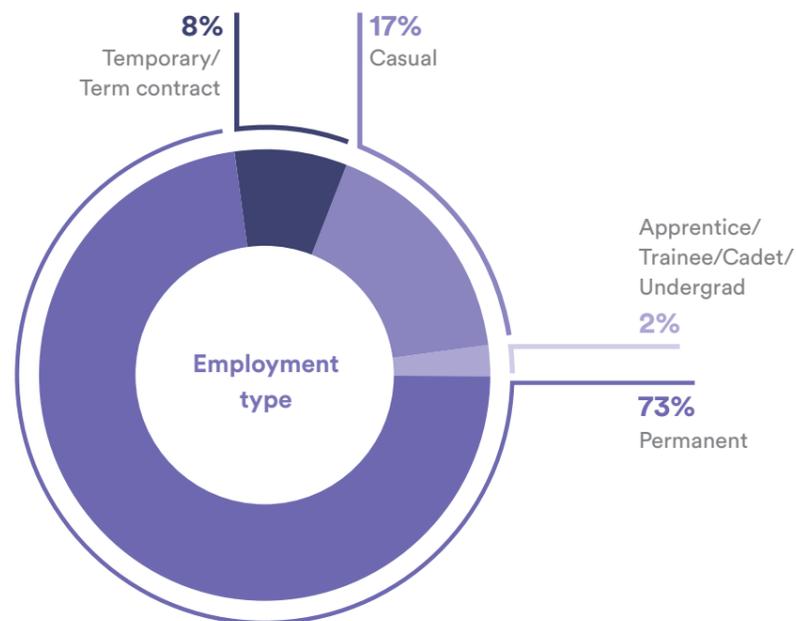
CN's workforce is large and diverse with a range of occupations across the organisation. Our employees work across a range of governance, delivery, external facing services and internal enabling services including planning, construction, waste facilities, libraries and learning, culture and arts, heritage and recreation facilities, finance, legal, communications and marketing as well as administration and support offices.

Our workforce comprises of 1,277 employees with the majority being permanent staff (full time and part time). Approximately one quarter of our staff are employed on a casual, temporary or fixed term basis or are participating in tertiary/vocational education programs. Our approved Full Time Equivalent (FTE) positions are 957¹.

Our employee base is supplemented by Contract employees and external labour hire which fluctuates in accordance with short term work based demand. This approach allows flexibility to meet periods of peak demand while protecting ongoing job security for our employees. Over reliance on this type of labour can present challenges and on-going viability and utilisation is reviewed regularly.

Complementing our employee and contingent labour hire base, is our strong volunteer network of over 350 people working across a range of locations and undertaking a variety of services on behalf of our broader community. The majority of our volunteers primarily assist at the Museum, Playhouse, Gallery, Library, Blackbutt Reserve, and multiple Landcare sites, Community Halls, Ovals and Parks.

Workforce breakdown

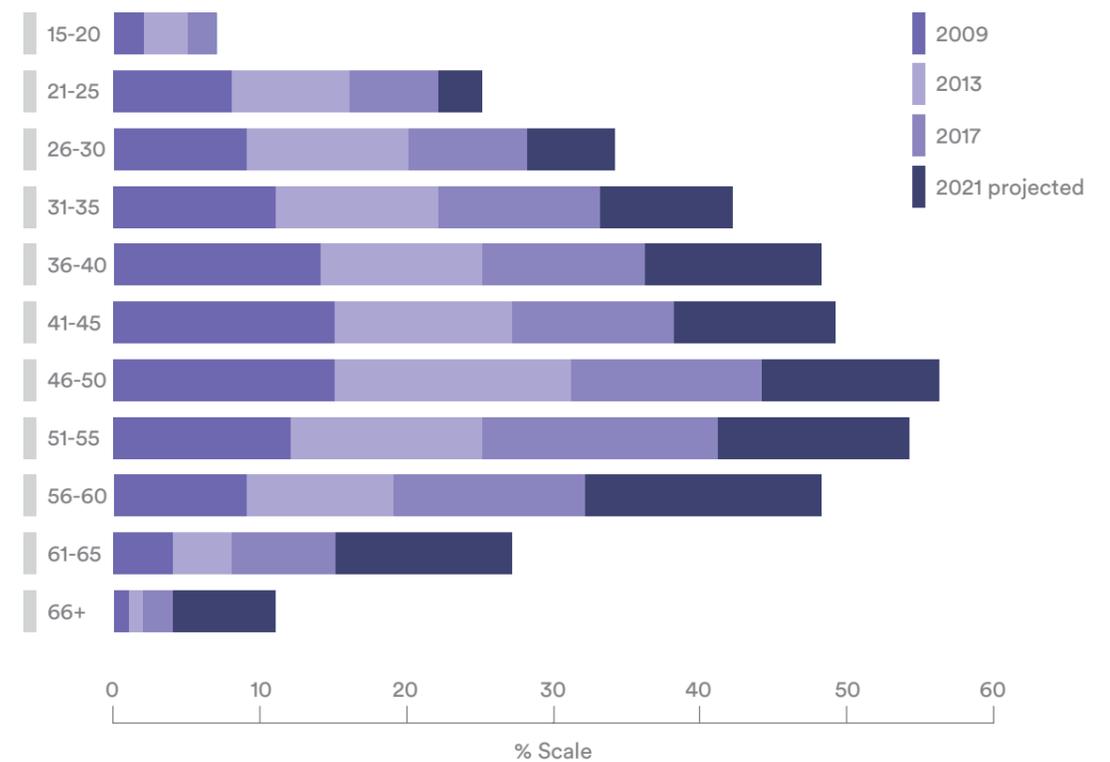


Age

Australia is experiencing a rapidly ageing population, and this is even more distinct within the Local Government Sector workforce. The 2016 Australian Bureau of Statistics Census data shows that the age structure for older workers and pre-retirees aged between 50-59 years is 13.8% in Regional NSW².

For CN in particular, the percentage of our workforce approaching retirement age (55 years and over) has increased significantly from 14% in 2009 to 22% in 2017 and is anticipated to continue to accelerate to over 35% by 2021. This poses a significant challenge for CN as it represents over 450 individual workers being eligible for or, contemplating retirement over the coming four years.

Total workforce distribution by age

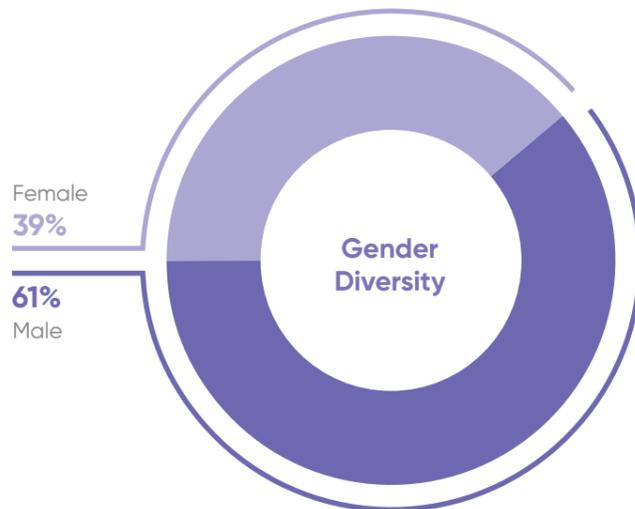


Diversity

Diversity (and Equal Employment Opportunity) for CN is about achieving fairness, social justice and equity. Through employing people with diverse experiences, cultures and abilities we can achieve our vision to make Newcastle a smart, liveable and sustainable global city.

Our values and understands the importance of equity and diversity in the workplace and expects all employees will treat each other and members of the community with these principles, regardless of race, religion, marital status, family responsibility or status, gender, age or impairment. It is important that our people enjoy a supportive, harmonious workplace free of prejudice, harassment and discrimination. CN is committed to the development of a culture that is supportive of Equal Employee Opportunity (EEO) principles in the workplace.

Diversity breakdown



Our Future

Over the next four years, CN will transform into a smart, people-centric organisation as we attempt to deliver improved service levels in a way that is sustainable and within approved budgetary and resource allocations. Community expectations combined with record levels of residential development and infrastructure projects will continue to place pressure on our workforce to deliver more with our existing resources.

Following the appointment of a new elected Council and permanent Chief Executive Officer in late 2017, CN has embarked on an organisational design process to better align our services and functions to deliver on CN and community goals and objectives through our Community Strategic Plan.

In working towards achieving our community vision, CN is driving toward becoming a smart, people centric organisation.

CN is also committed to evidence based decision making, fostering genuine and collaborative relationships that are focused on our vision. Through our workforce we will seek to improve efficiency, accountability, integration and alignment by working better together across the organisation.

The operational pillars that underpin the organisational design are derived from our community start and end points. Our community linkages with our elected Council and CEO filter through to our administration and operational staff as a collaborative effort to improve our City through the work that we do. Embodying governance, enabling functions, delivery and service in turn, our four key pillars are structures to drive and support the delivery of services to our community.

Key principles underpinning our organisational design include a:

Strong leadership focus

Solid service based philosophy

Commitment to prepare our next generation of leaders from within the organisation.

Workforce Management Strategies and Actions

This workforce plan will build on our previous plans with a number of initiatives designed to address each of the following strategies:

1. Attract and retain a high quality, committed

Actions

- 1.1 Develop a **Total Value Proposition**
- 1.2 Create a positive **induction/on boarding** experience
- 1.3 Develop and implement an improved **salary system** including progression framework and recognition of critical roles
- 1.4 Develop and implement an improved **performance and development system** including recognition mechanisms for high performers
- 1.5 Improve access to **flexible work arrangements**
- 1.6 **Relocation** of the City Administrative Centre and Fred Ash Building work places to a new high performance building
- 1.7 Review and update **position descriptions** to ensure role clarity and capacity to meet future demands
- 1.8 Review use of **contingent labour** to address short term needs and provide job security for permanent staff

2. Invest in the capabilities of our people

Actions

- 2.1 Develop and implement a **succession planning** framework for critical (and emerging) roles and retirement planning
- 2.2 Develop and implement an improved **performance and development framework** including identification of career paths and access to development opportunities
- 2.3 Develop and implement training to support the introduction of **new and emerging technologies**
- 2.4 Facilitate the introduction of **mentoring** arrangements
- 2.5 Invest in **leadership development** for both current and future leaders

3. Facilitate a culture of Cooperation, Respect, Excellence & Wellbeing

Actions

- 3.1 Continued investment in activities to enhance our **organisational culture** and build courage, trust and pride
- 3.2 Implement our **Diversity** Management Plan, (Aboriginal and EEO Employment Strategy, Reconciliation Action Plan, Disability Access and Inclusion Plan) through integrated actions
- 3.3 Design and implement a **health and wellbeing strategy**
- 3.4 Continue to develop our **safety culture**

4. Plan for our future workforce needs

Actions

- 4.1 Align annual **vocational/tertiary program** recruitment to critical roles and retirement trends identified in this plan
- 4.2 **Review** EFT requirements and critical roles **annually** as part of the business planning process
- 4.3 Develop and implement **transition to retirement** arrangements to facilitate knowledge transfer
- 4.4 Review true vacancies regularly to offer opportunities and flexible options for **critical emerging and development roles**

Appendix

Project mgmt id	Planning / concept design	Detailed design	Implementation / construction
PRJ00200481 - Inland Pool Investigation & Maintenance			X
PRJ00200004 - SRV Blackbutt Planning and Design	X		
PRJ00200011 - Various Council Buildings - assess hazardous materials			X
PRJ00200016 - Structures- Survey			X
PRJ00200023 - Engineering Advice General			X
PRJ00200501 - City Change			X
PRJ00200674 - Rooftop Solar Upgrade program			X
PRJ00200725 - City Change - Building Fitout			X
PRJ00200727 - City Change - Staff Relocation			X
PRJ00200728 - Council Chamber Relocation			X
PRJ00200769 - Business Case Development and Feasibility Studies	X		
PRJ00200516 - NCC Cemetery Strategy & Masterplans	X	X	X
PRJ00200027 - HSR - Project Management and Admin	X		
PRJ00200028 - HSR - Civic PDP	X		
PRJ00200029 - HSR - East End PDP - Stage 2	X		
PRJ00200030 - HSR - Place Activation Initiatives		X	
PRJ00200032 - HSR - East End PDP		X	
PRJ00200033 - HSR - West End PDP - Stage 2		X	
PRJ00200034 - HSR - West End PDP - Stage 1		X	
PRJ00200616 - HSR - Hunter/Scott St - Streetscape upgrade			X
PRJ00200035 - Bathers Way - South Newcastle		X	X
PRJ00200040 - Bathers Way - King Edward Park	X		
PRJ00200627 - Bathers Way - Shower Rectifications		X	X
PRJ00200054 - City Hall - Stage 3 - West and North Facades			X
PRJ00200060 - Art Gallery- lighting design			X
PRJ00200062 - City Hall- lift renewal preparation design		X	
PRJ00200065 - City Hall -carpet purchase			X
PRJ00200484 - City Hall - Upgrade Security System			X
PRJ00200522 - Civic Theatre - upgrade Security System			X
PRJ00200524 - Civic Theatre - Renew Projectors			X
PRJ00200525 - Civic Theatre Safe Handling Loading Dock			X
PRJ00200529 - City Hall - Clock Tower & Fountain lighting control renewal			X
PRJ00200530 - Civic Theatre - renew stage crane / hoist			X
PRJ00200531 - Art Gallery - cultural asset preservation			X
PRJ00200532 - Art Gallery - security upgrade			X
PRJ00200539 - Art Gallery- internal wall renewal			X
PRJ00200551 - Fort Scratchley - replace security system			X
PRJ00200794 - City Hall - Accessibility Improvements			X
PRJ00200801 - Civic Theatre Playhouse - replace roof guttering			X
PRJ00200807 - Fort Scratchley - replace guttering to awning			X

Project mgmt id	Planning / concept design	Detailed design	Implementation / construction
PRJ00200809 - Fort Scratchley - Retaining wall renewal - Fort Wall on South Eastern corner			X
PRJ00200813 - Civic Station remodelling to Visitor Information Centre			X
PRJ00200655 - New exterior and wayfinding signage for all library branches			X
PRJ00200658 - Lambton Library Refurbishment to create Storybook Cottage			X
PRJ00200662 - Heritage Collections Digitisation Lab		X	X
PRJ00200781 - Corroba Oval Provision of Amenities & Ground Condition	X		
PRJ00200077 - Sportsgrounds - Renew sub surface drainage/ irrigation systems			X
PRJ00200081 - Parks -public address system renewal			X
PRJ00200090 - Sportsgrounds - Floodlighting renewal			X
PRJ00200102 - Various Parks - upgrade public access power			X
PRJ00200103 - Sportsgrounds - Inspect & replace timber poles			X
PRJ00200104 - Sportsgrounds - Inspect & replace steel floodlighting poles			X
PRJ00200107 - Pacific Park Security Lighting			X
PRJ00200110 - Fenced Off Leash Dog areas			X
PRJ00200467 - Playground replacement programme			X
PRJ00200487 - Fencing - Sports Grounds			X
PRJ00200489 - Basketball court facilities			X
PRJ00200503 - Concept Masterplan - Foreshore Park			X
PRJ00200505 - Ecofit Outdoor Exercise Program			X
PRJ00200560 - Matching Grant Funding Program			X
PRJ00200827 - Plans of Management Review			X
PRJ00200113 - Curzon Rd New Lambton Retaining Wall- renewal			X
PRJ00200121 - Jesmond Bushland Complex Rehabilitation	X		X
PRJ00200124 - Community Education at environment rehabilitation worksites			X
PRJ00200125 - Kotara Park - Creek rehabilitation Stage 1 & 2			X
PRJ00200126 - Natural Connection - Newcastle's Healthy Catchments Program			X
PRJ00200129 - Ironbark Ck Reserve Stage 1-7 - revegetation works			X
PRJ00200130 - Aries Way Reserve - creek rehabilitation			X
PRJ00200131 - Condition and Investigation - Natural Assets			X
PRJ00200132 - Maryland Creek - Rehabilitation			X
PRJ00200137 - Environmental Project Delivery Support			X
PRJ00200139 - Various Reserves - bushland regeneration			X
PRJ00200140 - Various Creeks - rehabilitation			X
PRJ00200161 - Sygna Cl Elermore Vale- Kaiutibbin Ck Design & Construct			X
PRJ00200416 - Wentworth Creek Rehabilitation - Stage 1 of 2	X	X	
PRJ00200841 - Environmental Management System (EMS) - Develop and Implement a corporate system		X	X

Project mgmt id	Planning / concept design	Detailed design	Implementation / construction
PRJ00200144 - Stockton Beach Nourishment		X	X
PRJ00200145 - Coastline - dune preservation and restoration			X
PRJ00200147 - Bar Beach Seawall, Cliff and Promenade		X	X
PRJ00200148 - Shortland Esp- rewire the rock catch fence			X
PRJ00200149 - Coastal Cliffline Rehab Stabilisation- Kilgour and Nobbys			X
PRJ00200150 - Stockton Coastal Works	X	X	X
PRJ00200151 - Market Swamp Wetland- rehabilitation design and construct			X
PRJ00200152 - Astra St EEC Action Plan			X
PRJ00200153 - Wetland Connection			X
PRJ00200154 - Coastal Cliffline Rehabilitation	X	X	X
PRJ00200155 - Wetlands- Rehabilitation design and construct		X	X
PRJ00200156 - Hunter River Foreshore Stockton - revegetation			X
PRJ00200157 - Various Sites - coastal revegetation			X
PRJ00200158 - Jersey Road Sandgate - Wetland Rehabilitation			X
PRJ00200160 - Stockton Riverwall- Stage 6 - 9 design and construct		X	X
PRJ00200162 - Mitchell St Sea Wall repair Stockton			X
PRJ00200414 - Lloyd St Res Merewether-Littoral Rainforest Restoration			X
PRJ00200777 - Newcastle Coastal Management Program Investigation and Preparation	X	X	
PRJ00200163 - SAPTRP - Street Tree Planting			X
PRJ00200164 - Living Streets Campaign			X
PRJ00200165 - Citywide - Community Urban Forest Program			X
PRJ00200167 - Citywide - tree audit for all attributes			X
PRJ00200168 - Citywide Tree - inspection and monitoring			X
PRJ00200173 - Astra St Remediation	X		
PRJ00200175 - Stormwater and Leachate Management - Design Only	X		
PRJ00200460 - CCTV and Wireless network refurbishment/upgrade			X
PRJ00200463 - Weighbridge refurbishment		X	
PRJ00200466 - Litter Fencing	X		
PRJ00200697 - Organics Facility	X		
PRJ00200770 - Asset Identification & Condition assessment report	X		
PRJ00200775 - Development and Design of Long-Term Recycling (Yellow Bin)	X		
PRJ00200780 - Public Place Bins (Replacement and Upgrades)			X
PRJ00200784 - Cell 09 Landfill Design and Construction (Stage 2)			X
PRJ00200815 - Domestic Bins (Repair, Replacement, New Deliveries and Upgra			X
PRJ00200836 - Implement an Environmental Managment System (EMS) at Summerhill	X		
PRJ00200838 - Install water quality sensors at Summerhill	X		
PRJ00200831 - Fleet Replacement Program 2020			X
PRJ00200187 - OneCouncil Ci Anywhere Implementation - Stage 1			X
PRJ00200198 - Desktop SOE Upgrade	X		
PRJ00200202 - Business Paper Software Implementation	X		

Project mgmt id	Planning / concept design	Detailed design	Implementation / construction
PRJ00200502 - Online Corporate Inductions	X		
PRJ00200654 - OneCouncil - Natural Assets	X		
PRJ00200657 - OneCouncil - Fleet (Phase 2)		X	
PRJ00200664 - OneCouncil - eServices (Phase 2)	X		
PRJ00200721 - Digitise Paper Based Operations			X
PRJ00200723 - Optimise Document and Records Managment			X
PRJ00200791 - OneCouncil to the Cloud		X	
PRJ00200835 - Improving online user experience	X		
PRJ00200219 - PC Replacement			X
PRJ00200223 - MFD replacement 2018			X
PRJ00200720 - Transition to Target Infrastructure	X	X	
PRJ00200726 - City Change Equipment Refresh		X	
PRJ00200236 - Business Critical Hardware and Application Review			X
PRJ00200632 - Establlsh Integration Framework	X		
PRJ00200722 - Transition to Modern Workforce	X		
PRJ00200763 - Contracts Management Software		X	
901500 - Art Gallery Works of Art			X
901600 - Library Resources			X
600901 - Parking Meter Replacement			X
PRJ00200246 - Tyrrell St Bridge - Construction			X
PRJ00200251 - Wharf Rd Newcastle footpath and tree renewal	X	X	X
PRJ00200252 - Citywide - Minor Footpath Renewal	X	X	X
PRJ00200443 - William St Tighes Hill - footpath rehabilitation		X	
PRJ00200595 - Tramway Track Shared Pathway Shoulder Reconstruction	X		
PRJ00200599 - Throsby Creek Shared Pathway Renewal Wickham to Maryville	X		
PRJ00200687 - Lloyd St Merewether footpath and kerb renewal		X	
PRJ00200821 - Jackson St Broadmeadow footpath renewal		X	
PRJ00200265 - Watermains replacement - Design	X		
PRJ00200268 - Citywide - Laneway Renewal	X	X	
PRJ00200274 - Village Centres renewal - Stockton		X	
PRJ00200275 - Village Centres renewal - Merewether Concept Design		X	
PRJ00200276 - Village Centres renewal - Wallsend Concept Design	X	X	
PRJ00200277 - Village Centres- renewal feasibility	X	X	
PRJ00200278 - Boundary St Kotara - road reconstruction		X	
PRJ00200279 - Howell St Kotara - road reconstruction	X		
PRJ00200280 - Park Ave Kotara - road renewal design	X		
PRJ00200282 - Allowah St Waratah - road reconstruction		X	
PRJ00200283 - Mathieson St Carrington - road renewal design	X		
PRJ00200284 - Samdon St Hamilton - road renewal design	X		
PRJ00200286 - Pride Ave Lambton - road renewal design	X	X	
PRJ00200292 - Station St Wickham Road Works - WTI	X	X	X

Project mgmt id	Planning / concept design	Detailed design	Implementation / construction
PRJ00200588 - Neighbourhood Renewal Orchardtown Rd Kotara	X	X	
PRJ00200590 - Neighbourhood Renewal Joslin St Kotara		X	
PRJ00200591 - Croudace Road Elernmore Vale - Garsdale Ave to Cardiff Road	X		
PRJ00200592 - Lambton Road New Lambton - Alma Rd to Avondale Rd - Road Rehabilitation	X		
PRJ00200602 - Local and Neighbourhood Centres Facade Improvement Scheme	X	X	X
PRJ00200617 - Tyrone Road New Lambton reconstruction	X		
PRJ00200618 - Fern St Islington road reconstruction	X		
PRJ00200620 - Harriet St Waratah reconstruction	X		
PRJ00200621 - Corona St Hamilton East reconstruction	X		
PRJ00200622 - Kinross Ave Adamstown Hts - Road embankment	X		
PRJ00200673 - Workshop Way Newcastle Road Renewal and Upgrade	X		
PRJ00200683 - Longworth Ave Wallsend - road renewal design	X	X	
PRJ00200819 - Yangan Drv Beresfield - road recontruction	X		
PRJ00200296 - Road Resurfacing - site preparation	X	X	X
PRJ00200300 - Road Resurfacing - pavement and road roughness testing	X	X	X
PRJ00200301 - Road Resurfacing Citywide	X	X	X
PRJ00200256 - Road Furniture - renewal	X	X	X
PRJ00200257 - City Wide - Lighting Renewal	X	X	
PRJ00200258 - Roadside Furniture - renewal	X	X	X
PRJ00200260 - Transport Stop Upgrade	X	X	
PRJ00200261 - City Wide - street lighting assessment	X		
PRJ00200596 - Young Street Georgetown - Turton Rd to Parkview St - Transport Stop Upgrade	X		
PRJ00200302 - Flood Alert Service - Operation & Maintenance			X
PRJ00200303 - Sea & Groundwater Level Monitoring			X
PRJ00200304 - Flood Education Campaign			X
PRJ00200306 - Maintenance of Flood Detection Equipment			X
PRJ00200308 - Swan Street, Cooks Hill - Drainage Construction			X
PRJ00200309 - Council Street, Cooks Hill - Drainage Rehabilitation			X
PRJ00200314 - Mayfield East Drainage Design	X	X	
PRJ00200315 - Drainage Management & Condition Surveys	X		
PRJ00200316 - Water Quality Devices - Rehabilitation			X
PRJ00200318 - Stormwater Drainage - Renewal			X
PRJ00200319 - Stormwater Drainage - Technical Advice	X		
PRJ00200323 - Various Headwall & Outlet Rehabilitation		X	X
PRJ00200324 - University Dr, Waratah West - Catchment Rehabilitation		X	
PRJ00200325 - Stormwater Drainage - Construct Access			X
PRJ00200326 - Stormwater Drainage - Replace Grates			X
PRJ00200327 - Creeks & Waterways - Inspect Erosion & Sediment Control	X		
PRJ00200328 - Stockton Laneways - Infiltration & Unrelieved Sags		X	X

Project mgmt id	Planning / concept design	Detailed design	Implementation / construction
PRJ00200330 - Water Sensitive City Implementation	X		
PRJ00200332 - Citywide - Stormwater Quantity & Quality Monitoring	X		
PRJ00200335 - Grandview Pde, Elernmore Vale - Sediment Basin & Culvert Design		X	
PRJ00200341 - Denison St, Hamilton - Drainage Design & Construction		X	
PRJ00200346 - Chaucer St, Hamilton - Drainage Design		X	
PRJ00200429 - Cleary St, Hamilton - Stormwater Design & Construction		X	
PRJ00200449 - Low Lying Suburbs - Tide Gate Rehabilitation			X
PRJ00200702 - Coorumbung Road, Broadmeadow - Drainage Rehabilitation		X	
PRJ00200810 - Newcastle After Dark		X	X
PRJ00200354 - Smart City Initiative			X
PRJ00200497 - Smart Moves Newcastle			X
PRJ00200612 - City West Smart Lighting Upgrade		X	
PRJ00200679 - Electric Vehicle Trial - Pool Car replacement			X
PRJ00200785 - City Digital and Data Platforms			X
PRJ00200786 - Smart City Infrastructure			X
PRJ00200787 - Newcastle Living Lab		X	X
PRJ00200782 - 2020 CWMAP review and update	X		
PRJ00200359 - CP - Maud Street - University to City Centre Cycleway			X
PRJ00200360 - CP - Broadmeadow to Newcastle West Cycleway	X		
PRJ00200361 - CP - Mayfield Precinct - Traffic Study and Feasibility Investigation	X		
PRJ00200362 - CP - Shortland to Tarro Cycleway		X	
PRJ00200363 - CP - Lambton Park to Croudace St		X	
PRJ00200364 - CP - Merewether to Newcastle City Centre			X
PRJ00200365 - CP - Cycleways Education and Promotion		X	
PRJ00200366 - CP - Chatham Road and Clyde Street, Hamilton North	X	X	
PRJ00200367 - CP - Cycleways Investigation & Development	X		
PRJ00200369 - CP - Chinchon St Islington - Scholey St to Maitland Rd (Islington Park)		X	X
PRJ00200370 - CP - Glebe Rd Adamstown to Newcastle West		X	
PRJ00200373 - CP - National Park Shared Paths		X	
PRJ00200374 - CP - Cycleways Program Management			X
PRJ00200375 - CP - Richmond Vale Rail Trail	X		
PRJ00200376 - CP - Cycleway Signposting		X	X
PRJ00200559 - CP - Broadmeadow Station to Donald Street Bridge	X		
PRJ00200628 - CP - Minmi Road, Fletcher - Shared Path			X
PRJ00200379 - LATM - Park Avenue and Joslin Street, Kotara - Traffic Control Signals	X		
PRJ00200382 - LATM - Chinchon St, Islington - Traffic Control Signals			X
PRJ00200383 - LATM - Glebe Road and Park Avenue, Adamstown - Traffic Control Signals			X

Project mgmt id	Planning / concept design	Detailed design	Implementation / construction
PRJ00200600 - LATM - Vista Parade, Kotara - Raised Pedestrian Crossing			X
PRJ00200603 - LATM - National Park Street, Merewether - Raised Pedestrian Crossing		X	
PRJ00200611 - LATM - Parry Street and National Park Street Intersection, Newcastle West - Raised Crossings and Kerb Extensions		X	
PRJ00200614 - LATM - Albert, Greenway, Church and Grey Streets, Wickham - Entry Realignments		X	
PRJ00200695 - LATM - Traffic Modelling, Local Area Traffic Management Studies and Program Support	X		
PRJ00200748 - LATM - Croudace Road at Garsdale Avenue - Intersection Upgrade	X		
PRJ00200750 - LATM - Traffic Calming Devices - Cooks Hill	X		
PRJ00200751 - LATM - Traffic Calming Devices - Tighes Hill	X		
PRJ00200752 - LATM - Traffic Control Devices - Priority Projects	X		
PRJ00200584 - Ferry Road - Boat Ramp Carpark Renewal	X		
PRJ00200647 - Stockton Ferry Terminal car park expansion	X		
PRJ00200397 - PAMP - Denison Street, Hamilton - Kerb Ramps		X	
PRJ00200412 - PAMP/LATM Minor Works	X		
PRJ00200511 - PAMP - Beech Close to Weller Street Shared Path	X		
PRJ00200512 - PAMP - Croudace Road, Elernmore Vale - Jubilee Road to Cardiff Road - Footpath		X	
PRJ00200514 - PAMP - Cynthia Street, Adamstown Heights - Footpath		X	X
PRJ00200515 - PAMP - Gordon Avenue, Hamilton South - Pedestrian Refuge		X	
PRJ00200517 - PAMP - Janet Street, North Lambton - Footpath			X
PRJ00200520 - PAMP - Mandalong Road, Adamstown - Kerb Ramps (Narara Road and Gosford Road)			X
PRJ00200521 - PAMP - Morehead Street, Lambton - Raised Pedestrian Crossing		X	
PRJ00200527 - PAMP - Program Support and Development of Principal Pedestrian Network	X		
PRJ00200533 - PAMP - Industrial Drive at Vine Street, Mayfield - Footway Access Ramps	X		
PRJ00200541 - PAMP - Young Road, Lambton - Pedestrian Refuges, Intersection Realignments and Kerb Ramps		X	X
PRJ00200550 - PAMP - Union, Laman and Bull Streets, Cooks Hill - Raised Pedestrian Crossings			X
PRJ00200736 - PAMP - High Street, The Hill - Pedestrian Refuge			X
PRJ00200738 - PAMP - Tourle Street at Maitland Road - Raised Pedestrian Crossing	X	X	
PRJ00200739 - PAMP - Maryland Drive near Grange Avenue, Maryland - Pedestrian Refuge	X		
PRJ00200742 - PAMP - Minmi Road, Maryland - Footpath	X		
PRJ00200747 - PAMP - Woodstock Street at Maitland Road, Mayfield - Pedestrian Refuge	X		

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**ORDINARY COUNCIL MEETING
25 JUNE 2019**

**CCL 25/06/19
ADOPTION OF 2019/20 OUR BUDGET AND FEES AND CHARGES
REGISTER**

Attachment B: 2019/20 Fees and Charges Register

DISTRIBUTED UNDER SEPARATE COVER

Delivery Program
2018–2022

Operational Plan
2019/20

Fees and Charges

2019/20



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City of
Newcastle

Acknowledgment

City of Newcastle acknowledges that we are meeting on the traditional country of the Awabakal and Worimi peoples.

We recognise and respect their cultural heritage, beliefs and continuing relationship with the land, and that they are the proud survivors of more than two hundred years of dispossession.

Council reiterates its commitment to address disadvantages and attain justice for Aboriginal and Torres Strait Islander peoples of this community.

Enquiries

For information contact

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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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City Of Newcastle

Governance

Finance

Rates & Debt Management

Certificates

Certificate – Section 603	\$80.00	\$85.00	per certificate	N	S
Certificate – 24 hour Service Fee – Priority Production	\$78.00	\$80.00	per certificate	N	F

Overdue Rates

Interest on unpaid Rates and Charges	maximum fee as determined by Legislation	simple interest per annum	N	S
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Supply of Miscellaneous Rates Information

Counter / Telephone enquiries	\$30.00	\$30.70	per property	N	F
Written reply required	\$55.65	\$57.00	per property	N	F
Information supplied requiring searches of old rate and valuation records	\$101.70	\$104.00	per 1/2 hour or part thereof	N	F

Extraction of Rates Data

Programming Fee	\$50.30	\$51.55	per 1/2 hour or part thereof (min 1/2 hr)	N	F
Data	\$0.65	\$0.70	per record	N	F
Copy of rate notices (not for receipting purposes)	\$26.80	\$27.45	per copy	N	F
Copy of rate notices (not for receipting purposes) served by email	\$15.00	\$15.35	per copy	N	F

Administration Charges

Refund processing fee	\$37.00	\$37.85	per rate assessment	N	F
Certificate – Section 603 – Re-emailing	\$17.65	\$18.10	per email batch	N	F
Notice of Discontinuance and Consent Orders	\$55.65	\$56.95	per notice	N	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Corporate Finance

Administration Charges

Dishonoured cheque fee	\$26.00	\$26.00	per dishonour	N	P
Dishonoured direct debit fee	\$18.00	\$18.50	per dishonour	N	P
Stop payment cheque fee	\$41.70	\$35.60	per cheque	N	P
Merchant Service Fee recoupment fee	0.75% of transaction value		per credit card transaction (incl GST if applicable)	Y	P

Publications

Policy documents	\$1.25	\$1.30	per page	N	P
Fee not applicable when issued in accordance with Statutory requirements					
Printed Copy of Financial Statements	\$26.00	\$26.60		N	P

Legal & Governance

Legal Services

Subpoena to Attend Court

Conduct money where attendance required at a Court or tribunal	at cost based on officer's position		per hour	N	F
	Last YR Fee at cost based on officer's position				
Travel expenses	at cost or, if private vehicle used, at ATO's rates		per instance	N	F
Accommodation	at cost		per instance	N	F
Sustenance	at cost		per instance	N	F

Subpoena to Produce Documents

Searching and compiling documents – Non-legally qualified staff	\$56.35	\$57.65	per hour	N	P
Searching and compiling documents – Legally qualified staff	\$101.70	\$104.05	per hour	N	P
Late fee if served less than seven working days before production required	\$115.55	\$118.20	per instance	N	P
Courier's costs	at cost		per instance	N	F
Postage	at cost		per instance	N	F
Copying expenses (where third party outside of Legal & Governance Business Unit completes copying)	at cost		per instance	N	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Formal Access to Information Applications

Refer to GIPA Act

Formal application	\$30.00	\$30.00	per application	N	S
Internal review	\$40.00	\$40.00	per application	N	S
Processing fee (if applicable)	\$30.00	\$30.00	per hour	N	S

Access to Information – Other

Photocopies – A4 or A3 Black and white only	\$1.20	\$1.25	per page	N	P
Photocopies – A4 or A3 Colour	\$1.65	\$1.75	per page	N	P
Provision of information electronically	\$30.00	\$30.00	per hour (one hour minimum charge)	N	P
Copying expenses (where third party outside of Legal & Governance Business Unit completes copying)		at cost	per instance	N	F
Courier's costs		at cost	per instance	N	F
Postage		at cost	per instance	N	F

Legal Work

Hourly rate for work undertaken by legally qualified staff (excluding litigation)	\$101.70	\$104.05	per hour	Y	P
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Contracts Management

Supply of Miscellaneous Information

Tender Documents	\$36.35	\$37.20	0 – 150 pages each	N	P
Charges apply to open (advertised) tenders only.					
Tender Documents	\$109.15	\$111.65	> 150 pages each	N	P
Charges apply to open (advertised) tenders only.					
Tender Documents with A3, A2, A1 plans and colour pictures		POA	rates will vary depending on the size of the document	N	F
Charges apply to open (advertised) tenders only.					
TenderLink (online tender documents) Documents less than 150 pages or <100MB	\$0.00	\$0.00		N	Z
TenderLink (online tender documents) Documents over 150 pages or >100MB		POA	rates will vary depending on the size of the document	N	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Regulatory & Assessment

Building Assessment Team

Amusement Devices

Application to install or operate amusement devices	\$90.00	\$100.00		N	P
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Construction Certificate Fees – Building Work

For development in respect of which Council employs staff that are accredited to the extent required to determine a construction certificate application

For development in respect of which Council employs staff that are accredited to the extent required to determine a construction certificate application	\$280 plus amount calculated in accordance with the following component amount (expressed as % of cost)			Y	P
	Last YR Fee \$274 plus amount calculated in accordance with the following component amount (expressed as % of cost)				

Cost (i.e. the contract price or if there is no contract, the cost as determined by Council, including labour and materials)	0.3% plus GST	<= \$500,000		Y	P
Cost (i.e. the contract price or if there is no contract, the cost as determined by Council, including labour and materials)	0.3% for 1st \$500,000 plus 0.2% of the amount in excess of \$500,000 (plus GST)	\$500,001 – \$2,000,000		Y	P
Cost (i.e. the contract price or if there is no contract, the cost as determined by Council, including labour and materials)	a quotation can be provided (subject to ratification by Manager Regulatory, Planning and Assessment).	> \$2,000,000		Y	P
	Last YR Fee a quotation can be provided (subject to ratification by Manager, Development & Building Services).				

All development when combined with a development application	20% fee reduction			Y	M
Amendment/Reissue of Construction Certificate	40% of the original certificate fee plus GST			Y	P
Additional Fee to assess major drainage works required in connection with a proposal, including drainage detention systems	\$428.00	\$440.00		Y	P
Additional fee to assess a minor alternative solution to the deemed to comply standards of the Building Code of Australia (BCA)	\$856.00	\$875.00		Y	P
Additional fee to assess a major alternative solution to the deemed to comply standards of the Building Code of Australia (BCA)	\$2,140.00	\$2,190.00		Y	P
Additional fee to prepare and make a referral to NSW Fire Brigades as per Clause 144 of the Environmental Planning and Assessment Regulation 2000	\$1,070.00	\$1,095.00		Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Construction Certificate Fees – Building Work [continued]

Additional fee for services rendered by Fire & Rescue NSW in connection with a referral made as per Clause 144 of the EPA Regulation 2000 (payable subsequent to lodgement of application for Complying Development Certificate)	amount of the invoice received from Fire & Rescue NSW			N	P
For development in respect of which Council does not employ staff that are accredited to the extent of required to determine a construction certificate application	\$5,000 plus the direct costs of all third parties engaged by council to process the application (plus GST)			Y	P

Complying Development Certificates

For development in respect of which Council employs staff that are accredited to the extent required to determine a construction certificate application

Dwelling-houses & associated outbuildings (including secondary dwellings and group homes)	\$499.00	\$510.00	aggregated gross area of new works – including alterations, additions and outbuildings of <50m2	Y	P
Dwelling-houses & associated outbuildings (including secondary dwellings and group homes)	\$851.00	\$870.00	aggregated gross area of new works – including alterations, additions and outbuildings of 50m2 – 150m2	Y	P
Dwelling-houses & associated outbuildings (including secondary dwellings and group homes)	\$1,320.00	\$1,350.00	aggregated gross area of new works – including alterations, additions and outbuildings of >150 m2	Y	P
Multi-dwelling housing	\$2,800.00	\$2,864.00		Y	P
Swimming pools, change of use (including bed and breakfast accommodation), demolition work, small wind turbine systems, solar energy systems, telecommunication facilities, temporary structures and conversion of fire alarms	\$499.00	\$510.00		Y	P
Strata Subdivision	\$560.00	\$575.00		Y	P
Development for the purpose of installing a fire sprinkler system and other development specified by the Fire Safety Code	\$1,029.00	\$1,050.00	construction value up to \$30,000	Y	P
Development for the purpose of installing a fire sprinkler system and other development specified by the Fire Safety Code	\$1,737.00	\$1,775.00	construction value over \$30,000 – \$1,000,000	Y	P
Development for the purpose of installing a fire sprinkler system and other development specified by the Fire Safety Code	\$2,405.00	\$2,460.00	with a construction value > \$1,000,000	Y	P
Schools and TAFE establishments	\$2,125.00	\$2,175.00		Y	P
Erection of a container recycling facility	\$0.00	\$1,050.00		-	Y

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Complying Development Certificates [continued]

Port, Wharf or Boating Facilities – building work (except otherwise listed)	\$2,125.00	\$2,175.00		Y	P
Port, Wharf or Boating Facilities – fences, gates, retaining walls & satellite dishes/telecommunications	\$499.00	\$510.00		Y	P
Port, Wharf or Boating Facilities – containers, tanks, cranes, silos, terminals, ship loaders, unloaders, belt conveyors, emergency services, wharfs, boating facilities, paving & demolition work	\$729.00	\$745.00		Y	P
Modification of a Complying Development Certificate	50% of the original certificate fee or \$325 (plus GST) whichever is the lesser			Y	P
	Last YR Fee 50% of the original certificate fee or \$316 (plus GST) whichever is the lesser				
Additional fee to assess compliance with development standards for bush fire prone land	\$499.00	\$510.00		Y	P
Certification of Bushfire Attack Level in connection with the application of development standards of the General Housing Code and Rural Housing Code of State Environmental Planning Policy (Exempt and Complying Codes) 2008	\$448.00	\$460.00		Y	P
Additional fee to assess a major alternative solution to the deemed to comply with the standards of the Building Code of Australia (BCA)	\$2,140.00	\$2,190.00		Y	P
For development in respect of which Council does not employ staff that are accredited to the extent required to determine a complying development certificate application	\$2,500.00 plus the direct costs of all third parties engaged by council to process the applications (plus GST)			Y	P

Compliance Certificates

For development in respect of which Council employs staff that are accredited to the extent required to determine a compliance certificate application	\$240 for the first hr or part thereof plus \$200 per hr thereafter			Y	P
	Last YR Fee \$229 for the first hr or part thereof plus \$194 per hr thereafter				
For development in respect of which Council employs staff that are accredited to the extent required to determine a compliance certificate application	\$2,500.00 plus the direct costs of all third parties engaged by council to process the applications (plus GST)			Y	P

Enclose Public Place

E.g.. Hoarding – In respect of works with a duration of up to two weeks	\$265.00	\$275.00		N	P
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Enclose Public Place [continued]

In respect of works involving the construction or maintenance of a single dwelling house	\$450 for up to two months duration plus \$225 per month thereafter			N	P
	Last YR Fee \$428 for up to two months duration plus \$214 per month thereafter				
In respect of all other works	\$1,200 for up to two months duration plus \$600 per month thereafter			N	P
	Last YR Fee \$943 for up to two months duration plus \$471 per month thereafter				

Review of determination of a DA other than an application for complying, designated or integrated development or an application by the Crown

Review of determination of DA (s82A) in respect of a DA that does not involve any work	50% of original DA fee			N	S
Review of determination of DA (s82A) in respect of a DA for a dwelling house, with an estimated cost of construction of \$100,000 or less	\$190.00	\$190.00	estimated cost of development <= \$100,000	N	S
Review of determination of DA (s82A) in respect of any other DA, with an estimated cost of work as described:	\$55.00	\$55.00	estimated cost of development < \$5,001	N	S
Review of determination of DA (s82A) in respect of any other DA, with an estimated cost of work as described:	\$85 plus \$1.50 for each \$1,000 or part \$1,000 above \$5,000		estimated cost of development \$5,001 – \$250,000	N	S
Review of determination of DA (s82A) in respect of any other DA, with an estimated cost of work as described:	\$500 plus \$0.85 for each \$1,000 or part \$1,000 above \$250,000		estimated cost of development \$250,001 – \$500,000	N	S
Review of determination of DA (s82A) in respect of any other DA, with an estimated cost of work as described:	\$712 plus \$0.50 for each \$1,000 or part \$1,000 above \$500,000		estimated cost of development \$500,001 – \$1,000,000	N	S
Review of determination of DA (s82A) in respect of any other DA, with an estimated cost of work as described:	\$987 plus \$0.40 for each \$1,000 or part \$1,000 above \$1M		estimated cost of development \$1,000,001 – \$10,000,000	N	S
Review of determination of DA (s82A) in respect of any other DA, with an estimated cost of work as described:	\$4,737 plus \$0.27 for each \$1,000 or part \$1,000 above \$10M		estimated cost of development > \$10,000,000	N	S

Review of determination of a DA Mod other than an application for complying, designated or integrated development or an application by the Crown

Review of determination of DA Mod (s96AB)	50% of original DA fee			N	S
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Review of decision to reject a DA

Review of a DA (s82B) in respect of a DA with an estimated cost of development as described:

Review of decision to reject a DA	\$55.00	\$55.00	estimated cost of development < \$100,000	N	S
Review of decision to reject a DA	\$150.00	\$150.00	estimated cost of development \$100,000 – \$1,000,000	N	S
Review of decision to reject a DA	\$250.00	\$250.00	estimated cost of development > \$1,000,000	N	S

Appointment as a Principal Certifying Authority for Building Works

P.C.A. Fee

Low scale residential development including new single dwellings, secondary dwellings with total floor area no more than 60 square metres, new domestic outbuildings & swimming pools and alterations/additions to existing residential development

For development in respect of which Council employs staff that are accredited to the extent required to be the PCA for a particular development

P.C.A. Fee	\$390.00	\$400.00	estimated cost of development < \$15,000	Y	P
P.C.A. Fee	\$732.00	\$750.00	estimated cost of development \$15,000 – \$80,000	Y	P
P.C.A. Fee	\$1,518.00	\$1,553.00	estimated cost of development \$80,000 – \$2,000,000	Y	P
P.C.A. Fee	a quotation can be provided (subject to ratification by Manager Regulator, Planning & Assessment)		estimated cost of development > \$2,000,000	Y	P

P.C.A. Fee – Multiple Residential Development

2 or more new dwellings, secondary dwellings with total floor area more than 60 square metres or class 3 boarding houses

For development in respect of which Council employs staff that are accredited to the extent required to be the PCA for a particular development.

P.C.A Fee – Multiple Residential Development	\$2,022.00	\$2,070.00	estimated cost of development < \$200,000	Y	P
P.C.A Fee – Multiple Residential Development	\$2,962.00	\$3,030.00	estimated cost of development \$200,000 – \$400,000	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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P.C.A. Fee – Multiple Residential Development [continued]

P.C.A Fee – Multiple Residential Development	\$4,230.00	\$4,325.00	estimated cost of development \$400,000 – \$2,000,000	Y	P
P.C.A Fee – Multiple Residential Development	a quotation can be provided (subject to ratification by Manager Regulatory, Planning & Assessment)		estimated cost of development > \$2,000,000	Y	P

Commercial/Industrial Development

For development in respect of which Council employs staff that are accredited to the extent required to be the PCA for a particular development

Commercial / Industrial Development	\$2,848.00	\$2,915.00	estimated cost of development \$200,000 – \$2,000,000	Y	P
Commercial / Industrial Development	\$634.00	\$650.00	estimated cost of development < \$40,000	Y	P
Commercial / Industrial Development	\$1,273.00	\$1,300.00	estimated cost of development \$40,000 – \$200,000	Y	P
Commercial / Industrial Development	a quotation can be provided (subject to ratification by Manager Regulatory, Planning & Assessment)		estimated cost of development > \$2,000,000	Y	P

Other

Additional Inspections including BASIX inspection, reinspections and inspections in relation to applications approved over 5 years ago	\$333.00	\$340.00	per inspection	Y	P
For development in respect of which Council employs staff that are accredited to the extent required to be the PCA for a particular development					
If Council is appointed to replace a private Accredited Certifier on a partially completed project.	full fee is payable relevant to category of development, as above			Y	P
For development in respect of which Council employs staff that are accredited to the extent required to be the PCA for a particular development.					
Full fee is payable, to compensate for having to familiarise with the status of the project. With the exception of the categories with an open ended "value of development", the fee covers all staged inspections as listed in a Council letter confirming appointment as Principal Certifying Authority. For the open ended categories, the maximum number of inspections covered by this fee is:- Low Scale Residential Development - 5, Multiple Residential Development - 15, Commercial/Industrial Development - 7					
For development in respect of which Council does not employ staff that are accredited to the extent required to be the PCA for a particular development	\$5,000 plus the direct costs of all third parties engaged by council to process the application (plus GST)			Y	P
Additional fee for site sign identifying the City of Newcastle as PCA	\$12.00	\$15.00	per sign	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Occupation Certificates

Occupation Certificate or Interim Occupation Certificate for development involving building works	\$333.00	\$340.00		Y	P
For development in respect of which Council employs staff that are accredited to the extent required to be the PCA for a particular development					
Occupation Certificate for development involving change of use only	\$525.00	\$535.00		Y	P
For development in respect of which Council employs staff that are accredited to the extent required to be the PCA for a particular development					
Additional fee to prepare and make a referral to NSW Fire Brigades as per Clause 152 of the EPA Regulation 2000	\$1,091.00	\$1,110.00		Y	P
For development in respect of which Council employs staff that are accredited to the extent required to be the PCA for a particular development					
Additional fee payable for services rendered by NSW Fire Brigades in connection with a referral made as per Clause 152 of the EPA Regulation 2000 (payable subsequent to lodgement of application for Complying Development Certificate)	amount of the invoice received from Fire & Rescue NSW			N	P
For development in respect of which Council employs staff that are accredited to the extent required to be the PCA for a particular development	\$2,500.00 plus the direct costs of all third parties engaged by council to process the applications (plus GST)			Y	P

Building Certificates

Class 1 & Class 10 Buildings	\$250.00	\$250.00	per dwelling	N	S
Other Classes of Buildings	\$250.00	\$250.00	per building – building floor area or part not > 200m ²	N	S
Other Classes of Buildings	\$250 plus \$0.50 per m ² for each m ² > 200m ²		200m ² – 2,000m ²	N	S
Other Classes of Buildings	\$1,165 plus \$0.075 per m ² for each m ² > 2000m ²		> 2,000m ²	N	S
Where application relates to part of a building consisting of external wall only or does not otherwise have a floor area	\$250.00	\$250.00	per building	N	S
Additional fee – if more than one inspection if carried out	\$90.00	\$90.00	per additional inspection	N	S
Additional fee for applications for which a charge may be made due to circumstances listed in clause 260(3A) of the Environmental Planning & Assessment Regulation 2000	amount that would have been payable for an application for development consent and a construction certificate, or a complying development certificate (if appropriate) for unauthorised parts of the building			N	S
Copy of a Building Certificate	\$13.00	\$13.00		N	S

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Subdivision/Strata Certificates

Subdivision Certificate	\$610 plus \$55 per additional lot			N	P
	Last YR Fee \$540 plus \$44 per additional lot				
Re-endorsement of Subdivision Certificate and/or s88B instrument after original endorsement, due to amendments to documents	\$200.00	\$205.00		N	P
Strata Certificate	\$610 plus \$55 per additional lot			Y	P
	Last YR Fee \$540 plus \$44 per additional lot				

Certificate Registration (archiving) Fee

Registration of Certificates under part 4A and Section 85 of the EP&A Act 1979	\$36.00	\$36.00		N	S
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Pre-Da and Pre-CDC Consultation Meeting

For significant or complex development proposals – for first meeting regarding a development proposal for which it is intended to lodge a Complying Development Certificate application	\$322.00	\$330.00		Y	P
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Formatting of Application Documents

When Council requires application documents to be submitted in a particular electronic form and documents are submitted in a different form, e.g. scanning of hard copy documents

Formatting of application documents	\$37 per document up to a maximum of \$180		estimated cost of development <= \$30,000	Y	P
	Last YR Fee \$36 per document up to a maximum of \$180				
Formatting of application documents	\$75 per document up to a maximum of \$365		estimated cost of development \$30,001 – \$150,000	Y	P
	Last YR Fee \$73 per document up to a maximum of \$365				
Formatting of application documents	\$112 per document up to a maximum of \$545		estimated cost of development \$150,001 – \$500,000	Y	P
	Last YR Fee \$109 per document up to a maximum of \$545				

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Formatting of Application Documents [continued]

Formatting of application documents	\$150 per document up to a maximum of \$750	estimated cost of development > \$500,000	Y	P
	Last YR Fee \$145 per document up to a maximum of \$750			

Development Application & Modification Fees

Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$110.00	\$110.00	estimated cost of development <= \$5,000	N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$170 plus \$3 for each \$1,000 or part \$1,000 above \$5,000	estimated cost of development \$5,001 – \$50,000	N	S	
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$352 plus \$3.64 for each \$1,000 or part \$1,000 above \$50,000	estimated cost of development \$50,001 – \$250,000	N	S	
Fee includes a charge by Planning NSW at the rate of 0.064% of estimated cost of development. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$1,160 plus \$2.34 for each \$1,000 or part \$1,000 above \$250,000	estimated cost of development \$250,001 – \$500,000	N	S	
Fee includes a charge by Planning NSW at the rate of 0.064% of estimated cost of development. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$1,745 plus \$1.64 for each \$1,000 or part \$1,000 above \$500,000	estimated cost of development \$500,001 – \$1,000,000	N	S	
Fee includes a charge by Planning NSW at the rate of 0.064% of estimated cost of development. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$2,615 plus \$1.44 for each \$1,000 or part \$1,000 above \$1M	estimated cost of development \$1,000,001 – \$10,000,000	N	S	
Fee includes a charge by Planning NSW at the rate of 0.064% of estimated cost of development. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$15,875 plus \$1.19 for each \$1,000 or part \$1,000 above \$10M	estimated cost of development > 10,000,000	N	S	
Fee includes a charge by Planning NSW at the rate of 0.064% of estimated cost of development. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Development Application & Modification Fees [continued]

Development application for approval to erect an advertisement and/or advertising structure	\$285.00	\$285.00	minimum fee – for single advertisement	N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application for approval to erect an advertisement and/or advertising structure	\$93.00	\$93.00	additional fee – for each additional advertisement	N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application for erection of a Dwelling-house up to \$100,000	\$455.00	\$455.00	estimated cost of development < \$100,000	N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application for subdivision of land – New road	\$665 plus \$65 per additional lot			N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application for subdivision of land – No new road	\$330 plus \$53 per additional lot			N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application for subdivision of land – Strata	\$330 plus \$65 per additional lot			N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application for proposed development not involving the erection of a building, the carrying out of a work, the subdivision of land or the demolition of a building or work	\$285.00	\$285.00		N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Additional development application fee for development that requires concurrence	\$140.00	\$140.00		N	S
Fee is exclusive of any applicable concurrence fee (\$320 maximum) that is payable to a concurrence authority. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Additional development application fee for processing integrated development	\$140.00	\$140.00		N	S
Fee is exclusive of any applicable approval fee (\$320 maximum) that is payable to an approval body. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Additional development application fee for flood report assessment where a flood study is required to be submitted	\$769.00	\$785.00		N	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Development Application & Modification Fees [continued]

Additional fee for amendment or variation to a development application by an applicant, (subject to the agreement of Council) pursuant to Clause 55 of the EP&A Regulation 2000	\$250.00	\$260.00	minor amendment	N	P
Additional fee for amendment or variation to a development application by an applicant, (subject to the agreement of Council) pursuant to Clause 55 of the EP&A Regulation 2000	50% of the original DA fee or \$660 (whichever is the lesser)		major amendment	N	P
	Last YR Fee 50% of the original DA fee or \$644 (whichever is the lesser)				
Applications to make modifications to a development consent in order to correct a minor error, misdescription or miscalculation pursuant to Sec 96(1) of the EP&A Act 1979	\$71.00	\$71.00		N	S
No charge if Council is responsible for error or miscalculation					
Applications to make modifications to a development consent, involving minimal environmental impact, pursuant to Sections 96(1A) & 96AA(1) of the EP&A Act 1979	50% of the original DA fee or \$645 (whichever is the lesser)			N	S
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	50% of original DA fee		modification to development consent that does not involve the: – erection of a building, – the carrying out of a work or – the demolition of a work or building or – if the fee for the original development application was less than \$100	N	S
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	50% of original DA fee up to a maximum of \$190		modification to development consent involving: – erection of dwelling house with value \$100,000 or less	N	S
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$55.00	\$55.00	estimated cost of development <= \$5,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$85 plus \$1.50 for each \$1,000 or part \$1,000 above \$5,000		estimated cost of development \$5,001 – \$250,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Development Application & Modification Fees [continued]

Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$500 plus \$0.85 for each \$1,000 or part \$1,000 above \$250,000		estimated cost of development \$250,001 – \$500,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$712 plus \$0.50 for each \$1,000 or part \$1,000 above \$500,000		estimated cost of development \$500,001 – \$1,000,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$987 plus \$0.40 for each \$1,000 or part \$1,000 above \$1M		estimated cost of development \$1,000,001 – \$10,000,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$4,737 plus \$0.27 for each \$1,000 or part \$1,000 above \$10M		estimated cost of development > 10,000,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					
Application by Council or a S377 Committee or for development of a Community Facility by a bona fide non-profit community organisation	\$0.00	\$0.00		N	S
Not including educational establishments, hospitals, retail premises, places of public worship or residential accommodation					

Public Notification Fees for Development Applications

In the case of advertised development (as defined by the Act)	\$1,105.00	\$1,105.00	per application	N	S
In the case of advertised development (as defined by the Act) for nominated integrated development	\$1,105.00	\$1,105.00	per application	N	S
In the case of an application pursuant to Section 96(2) or 96AA(1) of the EP&A Act 1979	\$665.00	\$665.00	per application	N	S
In the case of prohibited development (but the Council shall refund so much of the additional portion of the fee as is not expended in giving the required notification)	\$1,105.00	\$1,105.00	per application	N	S
In the case of notification required to be given in connection with an application pursuant to Section 82A of the EP&A Act 1979	\$620.00	\$620.00	per application	N	S
In the case of all other Development Applications and amendments thereto – for work involving a single dwelling & or outbuildings	\$244.00	\$250.00	per DA	N	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Public Notification Fees for Development Applications [continued]

In the case of all other Development Applications and amendments thereto – for all other types of development	\$556.00	\$570.00	per DA	N	P
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Relocation of Dwelling

Inspection within Newcastle	\$582.00	\$640.00		N	P
Inspection outside Newcastle	\$640 plus \$21.80 per km from the City Administration Centre			N	P
	Last YR Fee \$582 plus \$21.30 per km from the City Administration Centre				

Swimming Pools

Application for Exemption	\$70.00	\$70.00		N	S
Inspection of a swimming pool	\$150.00	\$150.00		Y	S
Subsequent inspection of a swimming pool after the first inspection	\$100.00	\$100.00		Y	S
Provision of registration information to Council	\$10.00	\$10.00		Y	S

Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings

Application to install a manufactured home, moveable dwelling or associated structure on land – LGA 1993, S68	\$307.00	\$315.00		N	P
Inspection of installation of a manufactured home, moveable dwelling or associated structure on land – LGA 1993, S68	\$307.00	\$315.00		N	P
Determination of Certificate of Completion of installation of manufactured home or associated structure – LG (Manufactured Home Estates, Caravan Parks, Camping Grounds and Moveable Dwellings) Regulation 2005, CI 69	\$307.00	\$315.00		N	P
Application to operate a caravan park, camping ground or manufactured home estate – LGA 1993, S68	\$1,793.00	\$1,835.00		N	P
Application to operate a public car park – LGA 1993, S68	\$1,793.00	\$1,835.00		N	P
Application to install a domestic oil or solid fuel heating appliance other than a portable appliance	\$156.00	\$160.00		N	P
Application to set up, operate or use a loud speaker or sound amplifying device	\$0.00	\$160.00		N	P
Processing of an objection to the application of regulations and local policies – LGA 1993, S82	\$307.00	\$315.00		N	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Business Support Team

Searching/Copying Plans

Searching for any archived plans held by Council in connection with development applications or similar, for the owners of a property or for others authorised by an owner of a property or for others authorised by an owner of a property, and for copying of available plans and/or specifications

In connection with single dwellings, dual occupancies and outbuildings, including copying up to 5 A4 or A3 plans	\$22.00	\$25.00	processing fee	N	P
In connection with multi-unit residential development, including copying up to 5 A4 or A3 plans	\$35.00	\$40.00	processing fee	N	P
In connection with non-residential development, including copying up to 5 A4 or A3 plans	\$57.00	\$65.00	processing fee	N	P
For copying more than 5 A4 or A3 pages – per additional A4 page	\$1.00	\$1.00		N	P
For copying more than 5 A4 or A3 pages – per additional A3 page	\$2.00	\$2.00		N	P
For copying pages larger than A3 size	\$8.00	\$8.00	per page	N	P

Copying documents to CD-ROM

Publicly available documents held by Council in connection with development applications or similar, for the owners of a property or for others authorised by an owner of a property (if documents are available to Council in suitable electronic format)	search fee plus \$35 per disk			N	P
		Last YR Fee search fee plus \$32 per disk			

Development Assessment Team

Review of determination of a DA other than an application for complying, designated or integrated development or an application by the Crown

Review of determination of DA (s82A) in respect of a DA that does not involve any work	50% of original DA fee			N	S
Review of determination of DA (s82A) in respect of a DA for a dwelling house, with an estimated cost of construction of \$100,000 or less	\$190.00	\$190.00	estimated cost of development <= \$100,000	N	S
Review of determination of DA (s82A) in respect of any other DA, with an estimated cost of work as described:	\$55.00	\$55.00	estimated cost of development < \$5,001	N	S
Review of determination of DA (s82A) in respect of any other DA, with an estimated cost of work as described:	\$85 plus \$1.50 for each \$1,000 or part \$1,000 above \$5,000		estimated cost of development \$5,001 – \$250,000	N	S
Review of determination of DA (s82A) in respect of any other DA, with an estimated cost of work as described:	\$500 plus \$0.85 for each \$1,000 or part \$1,000 above \$250,000		estimated cost of development \$250,001 – \$500,000	N	S

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Review of determination of a DA other than an application for complying, designated or integrated development or an application by the Crown [continued]

Review of determination of DA (s82A) in respect of any other DA, with an estimated cost of work as described:	\$712 plus \$0.50 for each \$1,000 or part \$1,000 above \$500,000	estimated cost of development \$500,001 – \$1,000,000	N	S
Review of determination of DA (s82A) in respect of any other DA, with an estimated cost of work as described:	\$987 plus \$0.40 for each \$1,000 or part \$1,000 above \$1M	estimated cost of development \$1,000,001 – \$10,000,000	N	S
Review of determination of DA (s82A) or DA Mod (s96AB) in respect of any other DA, with an estimated cost of work as described:	\$4,737 plus \$0.27 for each \$1,000 or part \$1,000 above \$10M	estimated cost of development > \$10,000,000	N	S

Review of determination of a DA Mod other than an application for complying, designated or integrated development or an application by the Crown

Review of determination of DA Mod (s96AB)	50% of original DA fee	N	S
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Review of decision to reject a DA

Review of rejection of DA (s82B) in respect of a DA with an estimated cost of development as described:

Estimated cost of development < \$100,000	\$55.00	\$55.00	N	S
Estimated cost of development \$100,000 – \$1,000,000	\$150.00	\$150.00	N	S
Estimated cost of development > \$1,000,000	\$250.00	\$250.00	N	S

Flooding Information and Assessment

Flood Information Certificate for residential properties	\$291.00	\$300.00	fixed fee	N	P
Flood Information Certificate for non-residential properties	\$291.00	\$300.00	minimum fee	N	P
Flood Information Certificate for non-residential properties	\$239.00	\$250.00	per hour	N	P
Provision of additional information regarding development standards for flood control lots, as per the General Housing Code, Rural Housing Code or any other relevant provision of an Environmental Planning Instrument	\$239.00	\$250.00	per hour	N	P
Additional fee for urgent provision of Flood Information Certificate for residential and non-residential properties	100% of relevant fee			N	P
Additional fee for urgent provision of additional information regarding development standards for flood control lots, as per the General Housing Code, Rural Housing Code or any other relevant provision of an Environmental Planning Instrument	100% of relevant fee			N	P

Fees for subdivision works, DA related road works & non-DA related road works

Issue of Certificate for applications considered under the Real Property Act – Defacto Application	\$333.00	\$340.00	per application	N	P
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Fees for subdivision works, DA related road works & non-DA related road works [continued]

Issue of Certificate for applications considered under the Real Property Act: – Endorsement of plan of easement	\$613.00	\$630.00	per application	N	P
Issue of Certificate for applications considered under the Real Property Act – Transfer and other legal documents	\$613.00	\$630.00	per application	N	P
New road construction or construction of more than half of the existing pavement width	\$19.00	\$20.00	per longitudinal metre	N	P
10% GST for Construction Certificate application fees, GST Exempt for Roads Act applications					
New road construction or construction of more than half of the existing pavement width	\$905.00	\$925.00	minimum fee per application	N	P
10% GST for Construction Certificate application fees, GST Exempt for Roads Act applications					
Road construction less than half of existing pavement width	\$15.00	\$15.00	per longitudinal metre	N	P
10% GST for Construction Certificate application fees, GST Exempt for Roads Act applications					
Road construction less than half of existing pavement width	\$702.00	\$720.00	minimum fee per application	N	P
10% GST for Construction Certificate application fees, GST Exempt for Roads Act applications					
Miscellaneous works E.g.: Interallotment drainage, private driveways, drainage structures and other infrastructures such as: footpaths <30m, stairs up to 3 flights, planter boxes, bike racks, bespoke furniture and footpath gardens	2% of cost of construction or \$310 whichever is the greater		<= \$5,000 in value	N	P
	Last YR Fee 2% of cost of construction or \$302 whichever is the greater				
Miscellaneous works E.g.: Interallotment drainage, private driveways, drainage structures and other infrastructures such as: footpaths <30m, stairs up to 3 flights, planter boxes, bike racks, bespoke furniture and footpath gardens	2% of cost of construction or \$720 whichever is the greater		> \$5,000 in value	N	P
	Last YR Fee 2% of cost of construction or \$702 whichever is the greater				
Amendment or re-issue of construction certificate &/or Roads Act approval	35% of cost of original application fee or \$310 whichever is the greater		<= \$5,000 in value	N	P
	Last YR Fee 35% of cost of original application fee or \$301 whichever is the greater				
10% GST for Construction Certificate application fees, GST Exempt for Roads Act applications					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Fees for subdivision works, DA related road works & non-DA related road works [continued]

Amendment or re-issue of construction certificate &/or Roads Act approval	35% of cost of original application fee or \$720 whichever is the greater		> \$5,000 in value	N	P
	Last YR Fee 35% of cost of original application fee or \$702 whichever is the greater				
10% GST for Construction Certificate application fees, GST Exempt for Roads Act applications					
Additional fee for when assessment of application extends beyond the initial assessment plus further reviews of amended/additional details on two subsequent occasions and the application continues to be in a form that is not suitable for approval	\$239.00	\$245.00	per hour (one hour minimum charge)	N	P
10% GST for Construction Certificate application fees, GST Exempt for Roads Act applications					
New road construction or construction of more than half of existing pavement width.	\$42.00	\$43.00	per longitudinal metre	N	P
Appointment as The Principal Certifying Authority (Subdivision and Civil Works) or to inspect/monitor works under Roads Act applications. Fee covers all inspections as listed in the Development Consent and/or a council letter confirming requirements. GST Exempt except if the role is contestable by private certifiers (in which case 10% GST applies)					
New road construction or construction of more than half of existing pavement width.	\$905.00	\$925.00	minimum fee	N	P
Appointment as The Principal Certifying Authority (Subdivision and Civil Works) or to inspect/monitor works under Roads Act applications. Fee covers all inspections as listed in the Development Consent and/or a council letter confirming requirements. GST Exempt except if the role is contestable by private certifiers (in which case 10% GST applies)					
Road construction less than half of existing pavement width	\$36.00	\$37.00	per longitudinal metre	N	P
Appointment as The Principal Certifying Authority (Subdivision and Civil Works) or to inspect/monitor works under Roads Act applications. Fee covers all inspections as listed in the Development Consent and/or a council letter confirming requirements.					
Road construction less than half of existing pavement width	\$905.00	\$925.00	minimum fee	N	P
Appointment as The Principal Certifying Authority (Subdivision and Civil Works) or to inspect/monitor works under Roads Act applications. Fee covers all inspections as listed in the Development Consent and/or a council letter confirming requirements. GST Exempt except if the role is contestable by private certifiers (in which case 10% GST applies)					
Miscellaneous works E.g.: Interallotment drainage, private driveways and drainage structures	2% of cost of construction or \$310 whichever is the greater		<= \$5,000 in value	N	P
	Last YR Fee 2% of cost of construction or \$301 whichever is the greater				
Appointment as The Principal Certifying Authority (Subdivision and Civil Works) or to inspect/monitor works under Roads Act applications. Fee covers all inspections as listed in the Development Consent and/or a council letter confirming requirements. GST Exempt except if the role is contestable by private certifiers (in which case 10% GST applies)					
Miscellaneous works E.g.: Interallotment drainage, private driveways and drainage structures	2% of cost of construction or \$720 whichever is the greater		> \$5,000 in value	N	P
	Last YR Fee 2% of cost of construction or \$702 whichever is the greater				
Appointment as The Principal Certifying Authority (Subdivision and Civil Works) or to inspect/monitor works under Roads Act applications. Fee covers all inspections as listed in the Development Consent and/or a council letter confirming requirements. GST Exempt except if the role is contestable by private certifiers (in which case 10% GST applies)					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Fees for subdivision works, DA related road works & non-DA related road works [continued]

Additional fee for additional/extraordinary inspections or re-inspections due to incomplete works	\$333.00	\$340.00	per inspection	N	P
Appointment as The Principal Certifying Authority (Subdivision and Civil Works) or to inspect/monitor works under Roads Act applications.					
Arrangement for cash or bank guarantee security bonds for uncompleted works or maintenance where the value of the bond is up to \$10,000	\$727.00	\$745.00	per bond	N	P
GST does not apply to any services that follow from subdivision applications lodged prior to 30/6/98					
Arrangement for cash or bank guarantee security bonds for uncompleted works or maintenance where the value of the bond is more than \$10,000	\$1,024.00	\$1,050.00	per bond	N	P
GST does not apply to any services that follow from subdivision applications lodged prior to 30/6/98					
Substitution of existing security bonds with another bond of a lesser amount due to completion of some works covered by existing bond	\$613.00	\$625.00	per lesser bond	N	P
GST does not apply to any services that follow from subdivision applications lodged prior to 30/6/98					

Subdivision/Strata Certificates

Subdivision Certificate	\$610 plus \$50 per additional lot			N	P
	Last YR Fee \$540 plus \$44 per additional lot				
Re-endorsement of Subdivision Certificate and/or s88B instrument after original endorsement, due to amendments to documents	\$200.00	\$205.00		N	P
Strata Certificate	\$610 plus \$50 per additional lot			Y	P
	Last YR Fee \$540 plus \$44 per additional lot				

Certificate Regarding Notices/Orders

Certificate as to outstanding Notices and/or Orders	\$269.00	\$275.00	residential premises	N	P
Certificate as to outstanding Notices and/or Orders	\$379.00	\$390.00	commercial/industrial premises	N	P

Certificate Registration (archiving) Fee

Registration of Certificates under part 4A and Section 85 of the EP&A Act 1979	\$36.00	\$36.00		N	S
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Pre-Da and Pre-CDC Consultation Meeting

For significant or complex development proposals or if variation to one or more planning controls is sought – for first meeting regarding a development proposal for single or dual occupancy dwellings	\$322.00	\$330.00		Y	P
For significant or complex development proposals or if variation to one or more planning controls is sought – for first meeting regarding development proposals other than single or dual occupancy dwellings	\$645.00	\$660.00	value of development < \$500,000 &/or subdivisions up to 3 lots – up to half hour meeting, site inspection and documented review	Y	P
For significant or complex development proposals or if variation to one or more planning controls is sought – for first meeting regarding development proposals other than single or dual occupancy dwellings	\$1,299.00	\$1,330.00	value of development \$500,000 to \$1,000,000 &/or subdivisions with 4 to 10 lots – up to three-quarters of an hour meeting	Y	P
For significant or complex development proposals or if variation to one or more planning controls is sought – for first meeting regarding development proposals other than single or dual occupancy dwellings	\$1,819.00	\$1,860.00	value of development \$1,000,001 to \$5,000,000 &/or subdivisions with 11 to 20 lots – up to one hour meeting	Y	P
For significant or complex development proposals or if variation to one or more planning controls is sought – for first meeting regarding development proposals other than single or dual occupancy dwellings	\$2,339.00	\$2,395.00	value of development > \$5,000,000 &/or subdivisions with more than 20 lots – up to one hour meeting	Y	P
For significant or complex development proposals or if variation to one or more planning controls is sought – for additional meetings or additional written comments on plans	50% of fee calculated above			Y	P

Development Application & Modification Fees

Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$110.00	\$110.00	estimated cost of development <= \$5,000	N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$170 plus \$3 for each \$1,000 or part \$1,000 above \$5,000		estimated cost of development \$5,001 – \$50,000	N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Development Application & Modification Fees [continued]

Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$352 plus \$3.64 for each \$1,000 or part \$1,000 above \$50,000		estimated cost of development \$50,001 – \$250,000	N	S
Fee includes a charge by Planning NSW at the rate of 0.064% of estimated cost of development. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$1,160 plus \$2.34 for each \$1,000 or part \$1,000 above \$250,000		estimated cost of development \$250,001 – \$500,000	N	S
Fee includes a charge by Planning NSW at the rate of 0.064% of estimated cost of development. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$1,745 plus \$1.64 for each \$1,000 or part \$1,000 above \$500,000		estimated cost of development \$500,001 – \$1,000,000	N	S
Fee includes a charge by Planning NSW at the rate of 0.064% of estimated cost of development. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$2,615 plus \$1.44 for each \$1,000 or part \$1,000 above \$1M		estimated cost of development \$1,000,001 – \$10,000,000	N	S
Fee includes a charge by Planning NSW at the rate of 0.064% of estimated cost of development. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Development application involving the erection of a building, alterations to a building, the carrying out of a work or the demolition of a work or building	\$15,875 plus \$1.19 for each \$1,000 or part \$1,000 above \$10M		estimated cost of development > 10,000,000	N	S
Fee includes a charge by Planning NSW at the rate of 0.064% of estimated cost of development. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Development application for approval to erect an advertisement and/or advertising structure	\$285.00	\$285.00	minimum fee – for single advertisement	N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application for approval to erect an advertisement and/or advertising structure	\$93.00	\$93.00	additional fee – for each additional advertisement	N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application for erection of a Dwelling-house up to \$100,000	\$455.00	\$455.00	estimated cost of development < \$100,000	N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application for subdivision of land – New road	\$665 plus \$65 per additional lot			N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Development Application & Modification Fees [continued]

Development application for subdivision of land – No new road	\$330 plus \$53 per additional lot			N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application for subdivision of land – Strata	\$330 plus \$65 per additional lot			N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Development application for proposed development not involving the erection of a building, the carrying out of a work, the subdivision of land or the demolition of a building or work	\$285.00	\$285.00		N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Additional fee for development application involving designated development	\$920.00	\$920.00		N	S
If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)					
Additional development application fee for development that requires concurrence	\$140.00	\$140.00		N	S
Fee is exclusive of any applicable concurrence fee (\$320 maximum) that is payable to a concurrence authority. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Additional development application fee for processing integrated development	\$140.00	\$140.00		N	S
Fee is exclusive of any applicable approval fee (\$320 maximum) that is payable to an approval body. If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000).					
Additional development application fee for flood report assessment where a flood study is required to be submitted	\$769.00	\$785.00		N	P
Additional fee for amendment or variation to a development application by an applicant, (subject to the agreement of Council) pursuant to Clause 55 of the EP&A Regulation 2000	\$250.00	\$260.00	minor amendment	N	P
Additional fee for amendment or variation to a development application by an applicant, (subject to the agreement of Council) pursuant to Clause 55 of the EP&A Regulation 2000	50% of the original DA fee or \$660 (whichever is the lesser)		major amendment	N	P
	Last YR Fee 50% of the original DA fee or \$645 (whichever is the lesser)				
Applications to make modifications to a development consent in order to correct a minor error, misdescription or miscalculation pursuant to Sec 96(1) of the EP&A Act 1979	\$71.00	\$71.00		N	S
No charge if Council is responsible for error or miscalculation					
Applications to make modifications to a development consent, involving minimal environmental impact, pursuant to Sections 96(1A) & 96AA(1) of the EP&A Act 1979	50% of the original DA fee or \$645 (whichever is the lesser)			N	S

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Development Application & Modification Fees [continued]

Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	50% of original DA fee		modification to development consent that does not involve the: – erection of a building, – the carrying out of a work or – the demolition of a work or building or – if the fee for the original development application was less than \$100	N	S
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	50% of original DA fee up to a maximum of \$190		modification to development consent involving: – erection of dwelling house with value \$100,000 or less	N	S
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$55.00	\$55.00	estimated cost of development <= \$5,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$85 plus \$1.50 for each \$1,000 or part \$1,000 above \$5,000		estimated cost of development \$5,001 – \$250,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$500 plus \$0.85 for each \$1,000 or part \$1,000 above \$250,000		estimated cost of development \$250,001 – \$500,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$712 plus \$0.50 for each \$1,000 or part \$1,000 above \$500,000		estimated cost of development \$500,001 – \$1,000,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					
Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$987 plus \$0.40 for each \$1,000 or part \$1,000 above \$1M		estimated cost of development \$1,000,001 – \$10,000,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Development Application & Modification Fees [continued]

Application to make other modifications to a development consent pursuant to Section 96 (2) of the EP&A Act 1979 or under Section 96AA(1) of the Act if, in the opinion of Council, the proposed modification is not of minimal environmental impact	\$4,737 plus \$0.27 for each \$1,000 or part \$1,000 above \$10M		estimated cost of development > 10,000,000	N	S
The reference to estimated cost is a reference to the estimated cost of the development for which development consent was granted					
Additional fee for proposed modifications to development consent under sections 96(2) and 96AA(1) of the EP&A Act 1979 that involve residential flat development which is required to be referred to a design review panel under SEPP 65	\$760.00	\$760.00		N	S
Fee has been separated from fee for similar process that applies to the original development application to which a proposed modification relates - due to a differentiation made in legislation					
Application by Council or a S377 Committee or for development of a Community Facility by a bona fide non-profit community organisation	\$0.00	\$0.00		N	S
Not including educational establishments, hospitals, retail premises, places of public worship or residential accommodation					

Public Notification Fees for Development Applications

In the case of designated development (as defined by the Act) and development required by an Environmental Planning Instrument to be notified in the manner of designated development	\$2,220.00	\$2,220.00	per application	N	S
In the case of advertised development (as defined by the Act)	\$1,105.00	\$1,105.00	per application	N	S
In the case of advertised development (as defined by the Act) for nominated integrated development	\$1,105.00	\$1,105.00	per application	N	S
In the case of an application pursuant to Section 96(2) or 96AA(1) of the EP&A Act 1979	\$665.00	\$665.00	per application	N	S
In the case of prohibited development (but the Council shall refund so much of the additional portion of the fee as is not expended in giving the required notification)	\$1,105.00	\$1,105.00	per application	N	S
In the case of notification required to be given in connection with an application pursuant to Section 82A of the EP&A Act 1979	\$620.00	\$620.00	per application	N	S
In the case of public notice of a proposed planning agreement (if notice is not given contemporaneously with a DA)	\$1,105.00	\$570.00	per agreement	N	P
Cost aligned with advertising fee for developments not captured by statutory advertising fees					
In the case of all other Development Applications and amendments thereto – for work involving a single dwelling & or outbuildings	\$244.00	\$250.00	per DA	N	P
In the case of all other Development Applications and amendments thereto – for all other types of development	\$556.00	\$570.00	per DA	N	P

Relocation of Dwelling

Inspection within Newcastle	\$582.00	\$640.00		N	P
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Relocation of Dwelling [continued]

Inspection outside Newcastle	\$640 plus \$21.80 per km from the City Administration Centre			N	P
	Last YR Fee \$582 plus \$21.30 per km from the City Administration Centre				

Certificate under section 88G of Conveyancing Act 1919

Certificate under Section 88G of Conveyancing Act 1919	\$10.00	\$10.00		N	S
If an inspection is required for the purpose of issuing the certificate	\$35.00	\$35.00		N	S

Service Assessment Team

Development Application & Modification Fees

Required to be referred to a design review panel under SEPP 65 and other large scale proposals on prominent sites or on sites where urban design issues are a significant consideration for Council

If two or more fees are applicable to a single development application, the fee payable is the sum of those fees (clause 254 EP&A Regulation 2000)

Referral to the Urban Design Consultative Group prior to submission of DA	\$1,050.00	\$3,000.00	per visit	N	P
Referral to the Urban Design Consultative Group after submission of DA	\$1,600.00	\$3,000.00	for one or multiple visits	N	P

Urban Planning

Supply of Miscellaneous Information

Photocopies – A4 or A3 Black and white only	\$1.20	\$1.25	per page	N	P
Service Charge (including compiling information into a new form)	\$110.00	\$115.00	per hr – minimum 1/2 hr	N	P
Supply of information on CD	\$53.00	\$55.00	per hr – minimum 1/2 hr	N	P
Policy Advice Fee	\$183.00	\$185.00	per hr – minimum 1/2 hr	N	P
Section 94 & Section 94A Contributions Plans (each)	\$51.00	\$52.00	hard copy A4 colour	N	F

Publications

Local Planning Strategy	\$51.00	\$52.00	hard copy	N	F
Local Planning Background Report	\$102.00	\$105.00	hard copy	N	F
Newcastle DCP 2012 document	\$155.05	\$160.00	hard copy A4 colour	N	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Publications [continued]

Newcastle DCP 2012 & technical manuals	\$51.00	\$52.00	CD ROM or USB only	N	F
Technical Manuals (each – excluding Stormwater & Water Efficiency for Development Technical Manual)	\$51.00	\$52.00	hard copy A4 black & white	N	F
Technical Manual – Stormwater & Water Efficiency for Development Technical Manual	\$76.50	\$80.00	hard copy A4 black & white	N	F

Request to amend Principal LEP

Stage A – Request to Council for proposed rezoning or amendment to principal LEP – preliminary assessment, tasks associated with any pre-Gateway review process	\$9,066.80	\$9,275.00		N	F
Stage B – Detailed assessment and reporting	\$16,075.20	\$16,445.00		N	F
Stage C	\$21,420.00	\$21,915.00		N	F

Gateway Determination to proceed, consultation with public authorities and community, consideration of submissions, report to council, legal drafting and finalisation with Dept Planning & Infrastructure, tasks associated with any Gateway determination

If professional staff time exceeds 40 hours then hourly staff rate applies at \$163.05 per hour

Tasks associated with any Gateway Determination review process initiated by proponent	\$166.00	\$170.00	per hour	N	F
Engagement of consultant to prepare a planning proposal and manage the Gateway determination process when council is nominated as the relevant planning authority by the Department of Planning & Infrastructure following a Gateway determination review	actual cost of engagement plus 10% administration			N	F
Daily fee for a public hearing if required	\$3,238.50	\$3,315.00		N	F
Determination to conduct further studies, amend and/or resubmit proposal and/or undertake miscellaneous tasks	\$2,880 plus all direct costs of all third parties engaged by council to process the LEP amendment, undertake supporting studies and/or undertake other miscellaneous tasks			N	F
	Last YR Fee \$2,815 plus all direct costs of all third parties engaged by council to process the LEP amendment, undertake supporting studies and/or undertake other miscellaneous tasks				

Minor mapping anomalies where an error can be identified in the Newcastle LEP and where the proposed amendment is consistent with the intent and direction of the LEP and Council.	\$0.00	\$0.00		N	Z
Amendment proposed by a NSW government department to enable development of land for use defined as an 'Infrastructure Facility' under State Environmental Planning Policy (Infrastructure) 2007	\$0.00	\$0.00		N	Z
Reclassification of land to enable the provision of infrastructure or community facilities	\$0.00	\$0.00		N	Z

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Request to amend Principal LEP [continued]

Pre-planning proposal meeting with LEP panel (first & second meeting)	\$2,040.00	\$2,085.00	first & second meeting with LEP Panel	N	F
Pre-planning proposal meeting with LEP panel (third and subsequent meetings where requested by the proponent)	\$1,020.00	\$1,045.00	each additional meeting with LEP panel	N	F

Preparation of Development Control Plan or Precinct Plan

Preparation or review of DCP or Precinct Plan	\$21,500 plus \$170 per hour if staff time exceeds 40 hours			N	F
	Last YR Fee \$21,000 plus \$166 per hour if staff time exceeds 40 hours				
Preparation or review of minor amendment to DCP or Precinct Plan	\$170 plus mapping, printing and advertising costs		per hour	N	F
	Last YR Fee \$166 plus mapping, printing and advertising costs				

Voluntary Planning Agreements

Negotiation of Planning Agreements	\$0.00	\$1,500.00	per agreement	N	F
Revision of Planning Agreements	\$0.00	\$750.00	per amendment	N	F
In the case of public notice of a proposed planning agreement (if notice is not given contemporaneously with a DA)	\$0.00	\$570.00	per agreement	N	F
Cost aligned with advertising fee for developments not captured by statutory advertising fees					

Planning Investigations & Rangers

Dog & Cat Registration Fees

As set by NSW State Government

Lifetime registration	\$207.00	\$207.00	per animal	N	S
Lifetime registration – Concession	\$57.00	\$57.00	per animal	N	S
Lifetime registration – Concession rate – for desexed animal owned by pensioners	\$24.00	\$24.00	per animal	N	S
Lifetime registration – Concession rate – for animals owned by a registered breeder	\$57.00	\$57.00	per animal	N	S

Companion Animal Impounding Fees

Release fee per animal – 0 -1 day impounded	\$28.00	\$30.00	per animal	N	F
Release fee per animal – greater than 1 day impounded	\$75.00	\$77.50	per animal	N	F
Second impound surcharge	\$245.00	\$250.00	per animal	N	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Companion Animal Impounding Fees [continued]

Third impound surcharge	\$370.00	\$385.00	per animal	N	F
Transportation Costs	\$60.00	\$70.00	per animal	N	F

Dangerous/Restricted Dog

Compliance Certificate	Maximum Fee \$150.00		per certificate	N	S
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Animals Trespassing

Impound Fee	\$160.00	\$170.00	per animal	N	F
After Hours Call Out Impounding Fee	\$325.00	\$340.00	per call out	N	F
Sustenance Fee	\$35.00	\$38.50	per day	N	F
Veterinary Care Fee		full cost	as charged	N	F
Damage Fee		full cost	as assessed	N	F
Transportation Costs	\$60.00	\$65.00	per animal	N	F

Article Impounding Fees

Building Waste Containers	total of costs incurred by council up to a maximum of \$1,500		per container	N	F
Building Materials Obstructing	total of costs incurred by council up to a maximum of \$1,500		per obstruction	N	F
Article – Small	\$56.00	\$60.00		N	F
Article – Medium	\$87.00	\$90.00		N	F
Article – Large	\$163.00	\$170.00		N	F

Abandoned Vehicle Impounding Fees

Towing fee	\$100.00	\$110.00	per vehicle	N	F
Holding Fee	\$15.00	\$20.00	per day	N	F

Outdoor Dining/Trading

Annual approval and inspection – Inner City Outdoor Dining	\$111.00	\$115.00	per square metre per annum	N	F
Inner City includes Cooks Hill, Newcastle, Newcastle East, Newcastle West, The Hill, Islington, Hamilton, Hamilton East, The Junction, Merewether & Bar Beach					
Annual approval and inspection – Outer City Outdoor Dining	\$59.00	\$65.00	per square metre per annum	N	F
Outer City includes all other Newcastle LGA suburbs					
Installation of Outdoor Dining markers	\$165.00	\$170.00	per outdoor dining approval	N	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Building Waste Containers in Public Place

Annual Registration Fee	\$286.00	\$300.00	per applicant per annum	N	F
Application Fee	\$76.50	\$85.00	per building waste application	N	F

Compliance Cost Notices

Order compliance costs – maximum fee	\$1,000.00	\$1,000.00	per notice	N	S
Notice of intention compliance costs – maximum fee	\$500.00	\$500.00	per notice	N	S

Actual Fee determined based on costs and expenses.

Boarding House Inspections

Inspection Fee	\$290.00	\$295.00	per inspection	N	F
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Annual Fire Safety Statement

Administration Fee – Processing of Annual Fire Safety Statement submission	\$76.50	\$78.00	per statement per annum	Y	F
Administration Fee – Follow-up processing incorrect Annual Fire Safety Statement submission.	\$76.50	\$78.00	per statement	Y	F

Environment & Health

Environmental Protection Notices

Environmental Protection Notices	\$550.00	\$550.00	per notice	N	S
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Public Health Improvement Notices and Prohibition Orders

Regulated systems on premises	\$560.00	\$560.00	per notice	N	S
Other premises	\$270.00	\$270.00	per notice	N	S

Operate Caravan Park/Camping Ground

Approval Fee (5 year approval)	\$230.00	\$235.00	per park/ground	N	F
Annual Inspection Fee	\$340.00	\$350.00	per park/ground	N	F
Limited time application (Events, Shows etc.)	\$570.00	\$585.00		N	F

Legionella Management

Inspection Fee – Water Cooling Systems	\$344.00	\$352.00	per system per inspection	N	F
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Legionella Management [continued]

Annual Administration Fee – Water Cooling Systems	\$170.00	\$175.00	per unit per annum	N	F
Inspection Fee – Warm Water Systems	\$337.00	\$345.00	per premises per inspection	N	F
Annual Administration Fee – Warm Water Systems	\$58.00	\$60.00	per premises per annum	N	F

Hairdressing Vehicle

Approved Vehicle	\$280.00	\$285.00	per inspection	N	F
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Beauty Shop, Hairdresser, Skin Penetration or Combination of all

Annual Administration Fee – Category 1 – High Risk Premises – Skin Penetration (re-usable articles)	\$286.00	\$295.00	per premises per annum	N	F
Annual Administration Fee – Category 2 – Low Risk Premises – Skin Penetration (non re-usable articles)	\$160.00	\$165.00	per premises per annum	N	F
Inspection Fee – Skin Penetration	\$248.00	\$255.00	per hour charged in 30 minute increments	N	F
Pre-purchase Inspection Fee – all categories	\$570.00	\$585.00	per inspection	N	F

Horses on Premises

Per application

Inspection Fee – Commercial Only	\$215.00	\$220.00	small 1 – 5 boxes	N	F
Inspection Fee – Commercial Only	\$305.00	\$310.00	medium 6 – 10 boxes	N	F
Inspection Fee – Commercial Only	\$430.00	\$440.00	large 11 – 100 boxes	N	F
Inspection Fee – Commercial Only	\$700.00	\$715.00	extra large > 100 boxes	N	F

On-Site Sewage Management System

Install Sewage Management Facility/Waste Treatment Device	\$375.00	\$385.00	per application includes approval to operate	N	F
Application for approval to operate – Approval only	\$52.00	\$55.00	per system	N	F
Application for renewal of approval to operate – Approval only	\$52.00	\$55.00	per system	N	F
Aerated Wastewater Treatment System – Inspection only	\$133.00	\$135.00	per system	N	F
Other Systems – Inspection only	\$92.00	\$95.00	per system	N	F
Aerated Wastewater Treatment System – Inspection and Approval	\$185.00	\$190.00	per system	N	F
Other Systems – Inspection and Approval	\$144.00	\$147.00	per system	N	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Development Site

Prevent Pollution Sign	\$11.00	\$11.50	per sign	Y	P
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Swimming Pool Water Quality Inspections

Non Domestic swimming pool/spa inspection	\$275.00	\$281.00	per indoor pool	N	P
Non Domestic swimming pool/spa inspection	\$138.00	\$141.00	per outdoor pool	N	P

Food Services

Food Shop Inspection Fees

Annual Administration Charge – Small	\$375.00	\$375.00	per premises per annum	N	S
Small - up to and including 5 full time food handlers					
Annual Administration Charge – Medium	\$800.00	\$800.00	per premises per annum	N	S
Medium - more than 5 but not more than 50 full time food handlers					
Annual Administration Charge – Large	\$3,200.00	\$3,200.00	per premises per annum	N	S
Large - more than 50 full time food handlers					
Annual Administration Charge – Charity Organisations	\$0.00	\$0.00	per premises per annum	N	Z
Inspection Fee	\$248.00	\$248.00	per hour charged in 15 minute increments	N	F
The draft Food Regulations will be outlining that some food premises i.e. high risk or poor performers may warrant multiple inspections per annum.					
Pre-purchase Inspection Fee	\$612.00	\$625.00	per inspection	N	F

Food Improvement Notices

Food Improvement Notices	\$330.00	\$330.00	per notice	N	S
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Events and Markets – Food Inspection Fee

Inspection Fee	\$125.00	\$130.00	per food stall	N	F
Re-Inspection Fee	\$60.00	\$62.50	per food stall	N	F

Use of Vehicle or Article for Selling

Mobile Food Vans & Vehicles	\$375.00	\$385.00		N	F
Temporary Food Stalls	\$375.00	\$385.00		N	F
Inspection Fee – Food Vending	\$248.00	\$255.00	per hour charged in 15 minute increments	N	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Strategy & Engagement

Information & Technology

Supply of Miscellaneous Information

Photocopies – A4 or A3 Black and white only	\$1.20	\$1.25	per page	N	P
Service Charge (including compiling information into a new form)	\$54.00	\$54.00	per 1/2 hour	N	P

Geospatial Information Services

Geographical Information Services

Provision of Geospatial Professional Services	\$228.70	\$228.70	per hour	N	P
Renaming or naming a Street, Road or Lane	\$3,200.00	\$3,200.00	per instance	N	P
Excludes new signage costs					

GIS Digital Data

Spatial data extraction fee		POA	per request	N	P
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Colour Plotting, Scanning & Map Production Services

These charges relate to labour & consumables associated with printing only conditions. All handling & packaging costs will be charged to the client as an additional fee

Print costs on bond paper (90gsm), Line Work (Only)	\$31.15	\$31.15	per AO sheet	N	P
Print costs on bond paper (90gsm), Line Work (Only)	\$15.60	\$15.60	per A1 sheet	N	P
Print costs on bond paper (90gsm), Line Work (Only)	\$7.80	\$7.80	per A2 sheet	N	P
Line Work &/or Photos/Colour blocks	\$51.95	\$51.95	per AO sheet	N	P
Line Work &/or Photos/Colour blocks	\$26.00	\$26.00	per A1 sheet	N	P
Line Work &/or Photos/Colour blocks	\$13.00	\$13.00	per A2 sheet	N	P

Media Surcharge

These charges relate to labour & consumables associated with printing only conditions. All handling & packaging costs will be charged to the client as an additional fee

Specialty papers – photogloss (170gsm)	\$20.80	\$20.80	per AO sheet	N	P
Specialty papers – photogloss (170gsm)	\$10.40	\$10.40	per A1 sheet	N	P
Specialty papers – photogloss (170gsm)	\$5.20	\$5.20	per A2 sheet	N	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Large Format Scanning

These charges relate to labour & consumables associated with printing only conditions. All handling & packaging costs will be charged to the client as an additional fee

Large Format Scan > 5 scans less 30%	\$31.15	\$31.15	per AO, A1 or A2 sheet	N	P
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Planning Certificates

Section 10.7(2) Planning Certificate	\$53.00	\$53.00	per certificate	N	S
Section 10.7(2) and (5) Planning Certificate	\$133.00	\$133.00	per certificate	N	S
Section 10.7 Planning Certificate – Urgency Fee	\$98.75	\$98.75	per certificate	N	P
Certified Copies or extracts of map or plan Section 10.8(2)	\$53.00	\$53.00	per certificate page	N	S
Additional Copy (email or mail)	\$26.00	\$26.00	per certificate	N	P

3D Computer Modelling of Proposed Developments in Newcastle CBD

Administration charge for a 3D model not satisfying Council's requirements for lodgement, submitted by the applicant – with the exception of complex developments which will be POA.	\$623.60	\$623.60	per instance	N	P
This fee will be in addition to the DA fee.					
For Council to develop the 3D model to meet Council's requirements – with the exception of complex developments which will be POA.	\$228.70	\$228.70	per hour	N	P
Amendment to the DA involving resubmission of a 3D model not meeting Council's requirements – with the exception of complex developments which will be POA.	\$623.60	\$623.60	per instance	N	P

Major Events & Corporate Affairs

Events Management

Mass Gathering Security Measures		full cost recovery	per event	Y	F
Application Fee – Commercial/Private (non-refundable)	\$125.00	\$125.00	per event	Y	P
Applies to events on road reserves and footpaths, public rallies, street parties, equipment, banners, and flag poles.					
Application Fee – Not for Profit / Charity (non-refundable)	\$63.70	\$63.70	per event	Y	P
Applies to events on road reserves and footpaths, public rallies, street parties, equipment, banners, and flag poles.					
Application Fee – applies to environment/health/community education related events hosted by a volunteer/charity/NFP/Government entity	\$0.00	\$0.00	per event, must not be charging fee to attend or making a profit	N	Z
Commercial Assessment Fees – High Impact	\$611.40	\$611.40	per application	N	M
Commercial Assessment Fees – Medium Impact	\$305.70	\$305.70	per application	N	M
Commercial Assessment Fees – Low Impact	\$152.85	\$152.85	per application	N	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Events Management [continued]

Bond – Road Reserve/Footpath – Commercial, High Impact	\$4,078.00	\$6,000.00	per application	N	F
Bond – Road Reserve/Footpath – Commercial, Medium Impact	\$1,978.00	\$3,000.00	per application	N	F
Bond – Road Reserve/Footpath – Commercial, Low Impact	\$178.00	\$1,000.00	per application	N	F
Bond – Road Reserve/Footpath – Community (Charity/NFP/Government)	\$100.00	\$100.00	per event/activity, applicable based on previous event history	N	P
Usage fee environment/health/community education related events hosted by a volunteer/charity/NFP/Government entity	\$0.00	\$0.00	per event, must not be charging fee to attend or making a profit	Y	P
Determined at Council's discretion					
Road Reserve Low Impact Usage fee – Commercial/Private (including wedding ceremonies)	\$22.13	\$22.64	per hour, 1-2,500 pax, minimum charge two hours	Y	P
Road Reserve Low Impact Usage fee – Community (Charity/NFP/Government)	\$11.28	\$11.54	per hour, 1-2,500 pax, minimum charge two hours	Y	P
Road Reserve Low Impact Usage fee – Commercial/Private (including wedding ceremonies)	\$154.90	\$158.47	per day (8+ hours), 1-2,500 pax	Y	P
Road Reserve Low Impact Usage fee – Community (Charity/NFP)	\$78.94	\$80.75	per day (8+ hours), 1-2,500 pax	Y	P
Road Reserve Medium Impact Usage fee – Commercial/Private (including wedding ceremonies)	\$90.79	\$92.88	per hour, 2,500-6,000 pax	Y	P
Road Reserve Medium Impact Usage fee – Community (Charity/NFP)	\$46.27	\$47.33	per hour, 2,500-6,000 pax	Y	P
Road Reserve Medium Impact Usage fee – Commercial/Private (including wedding ceremonies)	\$635.00	\$649.61	per day (8+ hours), 2,500-6,000 pax	Y	P
Road Reserve Medium Impact Usage fee – Community (Charity/NFP)	\$323.85	\$331.30	per day (8+ hours), 2,500-6,000 pax	Y	P
Road Reserve High Impact Usage fee – Commercial/Private (including wedding ceremonies)	\$285.23	\$291.79	per hour, 6,000+ pax	Y	P
Road Reserve High Impact Usage fee – Commercial/Private (including wedding ceremonies)	\$1,996.00	\$2,041.91	per day (8+ hours), 6,000+ pax	Y	P
Road Reserve High Impact Usage fee – Community (Charity/NFP)	\$1,017.47	\$1,040.86	per day (8+ hours), 6,000+ pax	Y	P
Bump In/Out Fees	50% of the above calculated fee		per event	Y	P
Commercial Usage Fee – Flag Poles and Banners	\$20.40	\$20.40	per pole per week	Y	P
Community/Not for Profit Usage Fee – Flag Poles and Banners	\$10.20	\$10.20	per banner per week	Y	P
CN Sponsored/Supported Events – Flag Poles and Banners Usage Fee	\$0.00	\$0.00	per banner per week	N	Z

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Events Management [continued]

Amendment Fee – Commercial/Private (includes wedding ceremonies)	\$40.75	\$40.75	per reissue	Y	P
Amendment Fee – Community (Charity/NFP)	\$20.40	\$20.40	per reissue	Y	P
Security Patrol of Event		full cost	per patrol	Y	P
Water Access (if meter available)	\$2.91	\$2.90	per kilolitre	Y	P
Water Access	\$10.00	\$10.00	per day	Y	F
Electrical Access – Single Phase	\$57.10	\$57.10	per day	Y	P
Electrical Access – Three Phase	\$168.15	\$168.15	per day	Y	P
Public Notifications – Administration Fee	\$114.25	\$125.00	per application	Y	F
Public Notifications – Letterbox Drops, Signage, Advertising		full cost	per occasion	Y	P
Equipment Hire – High Impact Events	\$600.00	\$800.00	per application	Y	P
Equipment Hire Bond – High Impact Events	\$1,500.00	\$1,500.00	per application	N	P
Equipment Hire – Medium Impact Events	\$300.00	\$500.00	per application	Y	P
Equipment Hire Bond – Medium Impact Events	\$750.00	\$750.00	per application	N	P
Equipment Hire – Low Impact Events	\$0.00	\$0.00	per application	Y	Z
Equipment Hire Bond – Low Impact Events	\$375.00	\$375.00	per application	N	P

Events Management Non-Compliance

Application related documentation not provided within 7 days of request – Commercial/Private (including wedding ceremonies)	\$0.00	\$234.60	per breach	Y	P
Application related documentation not provided within 7 days of request – Community (Charity/NFP)	\$0.00	\$117.30	per breach	Y	P
Late Application Fee – Commercial/Private (including wedding ceremonies)	\$229.30	\$234.60	<3 days notice	Y	P
Late Application Fee – Community (Charity/NFP)	\$114.60	\$117.30	<3 days notice	Y	P
Breach of Licence Conditions	\$500.00	\$500.00	per breach	Y	P
Event/Activity Promotion without approval	\$366.85	\$366.85	per occasion	Y	P
Unlicensed Event/Activity	\$366.85	\$366.85	per occasion	Y	P
Keys not returned	\$500.00	\$500.00	per licence	Y	P
Storage of containers, sheds or other structure without approval	\$500.00	\$500.00	per occasion	Y	P
Installation of signage without approval	\$500.00	\$500.00	per occasion	Y	P
Damage to facilities/grounds		full cost recovery	per occasion	Y	P
Clean up and Park Services – Weekdays (Business Hours)	\$300 or full cost recovery, whichever is greater		per site	Y	F
	Last YR Fee \$74.75 per staff, per hour				
Clean up and Park Services – After Hours	\$300 or full cost recovery, whichever is greater		per site	Y	F
	Last YR Fee \$150.55 after hours, per hour				

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Infrastructure & Property

Assets & Projects

Traffic & Transport

Work Zones and Various Special Use Zones for Events & Activities

Parallel to kerb parking – Approval zone within the road carriage way

Work zones are to be a minimum length of 6 metres (equivalent to 1 parallel or 2 angle parking spaces). All zones applications should be minimum of 1 month duration.

Ticketed time parking zone per metre of kerbside space per week or part thereof	\$0.00	\$18.50		N	F
Time restricted parking zone (2P, 4P, etc.) per metre of kerbside space per week or part thereof	\$0.00	\$12.10		N	F
Unrestricted parking zone and other zone (NSt, NP, etc.) per metre of kerbside space per week or part thereof	\$0.00	\$7.80		N	F

Angle parking – Approval zone within the road carriage way

Work zones are to be a minimum length of 6 metres (equivalent to 1 parallel or 2 angle parking spaces). All zones applications should be minimum of 1 month duration.

Ticketed time parking zone per metre of kerbside space per week or part thereof	\$0.00	\$37.00		N	F
Time restricted parking zone (2P, 4P, etc.) per metre of kerbside space per week or part thereof	\$0.00	\$24.20		N	F
Unrestricted parking zone and other zone (NSt, NP, etc.) per metre of kerbside space per week or part thereof	\$0.00	\$15.60		N	F

Supply, installation and removal of construction zone signage

Work zones are to be a minimum length of 6 metres (equivalent to 1 parallel or 2 angle parking spaces). All zones applications should be minimum of 1 month duration.

Per sign on existing posts	\$159.95	\$163.65		N	P
Additional sign on existing posts	\$111.95	\$114.55		N	P
Per sign on new posts	\$549.20	\$561.85		N	P
Per sign on additional new posts	\$357.25	\$365.50		N	P

Other

Administration costs for work zone extension	\$0.00	\$100.00	per instance	N	P
Administration costs – work zone	\$377.20	\$385.90	per instance	N	P
Road Occupancy Permit (ROP) – Normal application	\$57.60	\$58.95	per application	N	F
Road Occupancy Permit (ROP) – Full Road Closure	\$127.95	\$130.90	per application	N	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Other [continued]

ROP Advertising Costs (if required)	\$519.70	\$531.65	per application	N	F
Shipping Container Application	\$66.10	\$67.65	application for 1 week	N	F
Shipping Container Application	\$253.30	\$259.15	application for more than 1 week (per calendar month)	N	F
Parking Occupancy Permit – Application Fee	\$23.45	\$24.00	per application	N	F
Parking Occupancy Permit – Time Restricted Parking	\$13.20	\$13.50	per day per parking space	N	F
Parking Occupancy Permit – Metered Parking	\$35 per space per day plus Application Fee of \$24		per day per parking space	N	P
	Last YR Fee \$56 for the first space, then \$33 per day for each additional space				
Parking Occupancy Permit – Metered Parking	\$245 per space per week plus Application Fee of \$24		per week per parking space	N	P
	Last YR Fee \$182 for the first space, then \$163 per week for each additional space				

Temporary Road Closure

Supervision costs will be shared by the number of events on the same day. Additional costs - at full cost to applicant plus GST.

Administration Costs & Part V EPA Review Supervision Costs (cost per inspection-min 2 inspections)	\$361.20	\$369.55		N	P
During Business Hours (7.30am-5pm Mon-Fri)	\$135.95	\$139.10		N	P
Outside Business hours	\$519.70	\$531.65		N	P
Advertising Costs – at full cost to applicant	\$519.70	\$531.65		N	P
For Construction – Administration Costs – Full Road Closures	\$127.95	\$130.90		N	F
For Construction – Administration Costs – Part Road/Lane Closure	\$57.60	\$58.95		N	F
For Construction – Advertising Costs	\$519.70	\$531.65		N	F
For Commercial Purposes	in addition to above fees an additional fee as negotiated upon application			N	F

Traffic Information/Searches

Traffic Count Data Search	\$57.60	\$58.95	per 1/2 hour	Y	F
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Restricted Vehicle Route Application (B-Double)

Administration Fee	\$314.60	\$321.85	per route	N	F
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Restricted Vehicle Route Application (B-Double) [continued]

Assessment of Proposed Restricted Vehicle Route	\$590.00	\$603.60	per route as required	N	F
Assessment of Higher Mass Limit (HML) and Performance Based System (PBS) Vehicles	\$314.60	\$321.85	per route	N	F
Assessment of Over Size/Mass Vehicle Applications	\$74.60	\$76.35	per route	N	F

Community Facility & Street Name Signs/Erection of Signs

Erect one blade to existing post	\$156.70	\$160.30	per item	Y	P
Erect one blade to existing post	\$57.60	\$58.95	each additional sign erected at the same vicinity	Y	P
Remove one blade from existing post	\$126.05	\$128.95	per item	Y	P
Remove one blade from existing post	\$37.95	\$38.85	each additional sign removed at the same vicinity	Y	P
Erect one blade to new post	\$440.70	\$450.85	per item	Y	P
Erect one blade to new post	\$292.60	\$299.35	each additional sign and post erected at the same vicinity	Y	P
Remove blade and one existing post	\$314.40	\$321.65	per item	Y	P
Remove blade and one existing post	\$201.65	\$206.30	each additional post removed at the same vicinity	Y	P
Remove existing post	\$276.45	\$282.85	per post	Y	P
Remove existing post	\$163.20	\$166.95	each additional post removed at the same vicinity	Y	P
Erect one new blade to steel lighting column	\$123.70	\$126.55	per item	Y	P
Erect one new blade to steel lighting column	\$57.60	\$58.95	each additional new blade erected at the same vicinity	Y	P
Remove blade from steel lighting column	\$123.70	\$126.55	per item	Y	P
Remove blade from steel lighting column	\$57.60	\$58.95	each additional blade removed from the same vicinity	Y	P
Extend existing column galv. post & erect blade	\$259.35	\$265.35	each	Y	P
Supply of blade	\$142.90	\$146.20	each sign	Y	P
Sign design fee (where applicable)	\$168.90	\$172.80	for 1st sign per site	Y	P
Sign design fee (where applicable)	\$49.90	\$51.05	each additional sign at the same vicinity	Y	P
Only charged where different wording is required on sign					
Erect long blade on two galv. posts	\$585.15	\$598.60	per sign	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Community Facility & Street Name Signs/Erection of Signs [continued]

"Neighbourhood Watch" and "Safe House" Scheme Signs	full cost plus 10%	per instance	Y	P
Depends on size and scale of the Public Program.				

Asset Management

Occupation Use of a Public Road or Public Place

Installation of rail, pipe, wire, or cable in, on, or over a public road or place	\$300 minimum	per km or part thereof per annum	N	P
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Tree Planting/Propagation

Street Tree Planting for Driveways or compensatory planting	POA	per application	N	P
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Traffic Facilities

Road Linemarking – Edgeline

Driveway linemarking	\$0.00	\$130.05	per driveway per linear metre	N	F
Edgeline – using paint – white or yellow lines		POA	per linear meter	N	F
Edgeline – using thermo – white or yellow lines		POA	per linear meter	N	F
Establishment cost or site cost		POA	per linear meter	N	F

Parking Operations

Off Street Car Parks

Lost Ticket	\$0.00	\$20.00		Y	M
Permanents – Card Administration Fee	\$0.00	\$30.00	per card issued	Y	M
Mall Carpark – Up to 1 hour	\$4.50	\$4.50		Y	M
Mall Carpark – Up to 2 hours	\$9.00	\$9.00		Y	M
Mall Carpark – Up to 3 hours	\$12.00	\$12.00		Y	M
Mall Carpark – Up to 4 hours	\$15.00	\$15.00		Y	M
Mall Carpark – 4 hours +	\$20.00	\$20.00		Y	M
Mall Carpark – Weekly (5 days only)	\$55.00	\$60.00	per week	Y	M
Mall Carpark – Early Bird	\$10.00	\$11.00	per day for a continuous stay exceeding 7 hours where the vehicle enters before 9:30am (Mon – Fri)	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Off Street Car Parks [continued]

Mall Carpark – Early Bird – Weekend and Public Holidays only	\$5.00	\$5.00	maximum per day flat rate	Y	M
Special Event Parking	\$50.00	\$50.00	maximum per day flat rate	Y	M
Permanents – Standard	\$180.00	\$200.00	per month	Y	M
Permanents – Designated Space	\$220.00	\$220.00	per month	Y	M
Permanents – Unlimited Access	\$270.00	\$270.00	per month	Y	M
Permanents– Concession	\$140.00	\$140.00	per month	Y	M
Permanents – Casual Overnight Rate	\$10.00	\$10.00	per night where a vehicle enters after 5:00pm and exits before 9:00am the next business day	Y	M
Cruise Storage	\$20.00	\$20.00	per day for the first 3 days	Y	M
Cruise Storage	\$15.00	\$15.00	per day thereafter	Y	M
After hours release	\$85.00	\$85.00	per vehicle plus parking fee incl of GST	Y	M
Replacement Proximity Card	\$30.00	\$30.00	per card	Y	M
Non return of Proximity Card	\$30.00	\$30.00	per card	Y	M
Remote Validators – Usage Agreement Fees	\$12.00	\$12.00	per week	Y	M
Remote Validators – Usage Agreement Fees	\$624.00	\$624.00	per year	Y	M

Use of Suburban Carparks

Category A: Commercial Use	\$4,465.00	\$4,465.00	maximum per day	Y	M
Category A: Commercial Use	\$764.00	\$764.00	minimum per day	Y	M
Category B: Commercial with a Charitable Component	\$4,465.00	\$4,465.00	maximum per day	Y	M
Category B: Commercial with a Charitable Component	\$167.00	\$167.00	minimum per day	Y	M
Category C: Community use plus cost recovery	\$167.00	\$167.00		Y	M

Use of Multi-Level Car Park

Fees are negotiated upon application and are to include full cost recovery

Category A: Commercial Use	POA	based on quotation	Y	F
Category B: Commercial with a Charitable Component (includes Civic Events)	POA	based on quotation	Y	F
Category C: Community Use (includes Not-for-Profit Organisations)	POA	based on quotation	Y	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Other Parking Charges

Parking Meter Removal/Replacement	\$0.00	\$1,700.00	per parking meter (includes replacement baseplate)	Y	M
Credit Card Transaction Fee	0.75% of transaction value		per credit card transaction	Y	M
Pay by Phone Processing Fee	10% of transaction value		maximum per pay by phone transaction (EasyPark)	Y	M
Park & Ride – McDonald Jones Stadium	\$2.19	\$4.60	Pay by Credit/Debit Card (maximum per day)	Y	M

Parking Meter Fees

1P Ticket Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
2P Ticket Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
4P Ticket Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
8P Ticket Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
8P Ticket Parking	\$10.00	\$10.00	maximum per 8P (hours) Monday – Sunday	Y	M
10P Ticket Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
10P Ticket Parking	\$10.00	\$10.00	maximum per 10P (hours) Monday – Sunday	Y	M
12P Ticket Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
12P Ticket Parking	\$10.00	\$10.00	maximum per 12P (hours) Monday – Sunday	Y	M
P Ticket Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
P Ticket Parking	\$10.00	\$10.00	maximum per day Monday – Sunday	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Parking Meter Fees – Pay by Phone Parking

Pay by Phone Parking also involves additional 10% Pay by Phone Processing Fee

1P Phone Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
2P Phone Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
4P Phone Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
8P Phone Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
8P Phone Parking	\$10.00	\$10.00	maximum per 8P (hours) Monday – Sunday	Y	M
10P Phone Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
10P Phone Parking	\$10.00	\$10.00	maximum per 10P (hours) Monday – Sunday	Y	M
12P Phone Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
12P Phone Parking	\$10.00	\$10.00	maximum per 12P (hours) Monday – Sunday	Y	M
P Phone Parking	\$4.00	\$4.00	maximum per hr Monday – Sunday	Y	M
P Phone Parking	\$10.00	\$10.00	maximum per day Monday – Sunday	Y	M

Parking Permits

Replacement Resident Visitor Permit – Short Stay Accommodation	\$0.00	\$130.00		N	M
Resident Visitor Parking – Residential (Short Stay – Up to 1 week)	\$0.00	\$35.00	Limit 6 permits per household annually – per permit	N	M
Resident Visitor Parking – Short Stay Accommodation (New Applicants – Calendar Year)	\$0.00	\$287.50	1st October – 31st October	N	M
Resident Visitor Parking – Short Stay Accommodation (New Applicants – Calendar Year)	\$0.00	\$269.00	1st November – 31st November	N	M
Resident Visitor Parking – Short Stay Accommodation (New Applicants – Calendar Year)	\$0.00	\$249.50	1st December – 31st December	N	M
Resident Visitor Parking – Short Stay Accommodation (New Applicants – Calendar Year)	\$0.00	\$230.00	maximum per parking authority	N	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Parking Permits [continued]

Resident Parking	\$75.00	\$80.00	maximum per parking authority	N	M
Resident Parking – Early Bird Rate (Renewals Only)	\$65.00	\$70.00	if paid by 16th November	N	M
Resident Parking – New Applicants	\$94.00	\$100.50	1st October – 31st October	N	M
Resident Parking – New Applicants	\$88.00	\$92.50	1st November – 30th November	N	M
Resident Parking – New Applicants	\$81.00	\$87.00	1st December – 31st December	N	M
Resident Parking – Pensioner Rate	\$65.00	\$70.00	maximum per parking authority	N	M
Resident Parking – Pensioner Rate – Early Bird Rate (Renewals Only)	\$55.00	\$60.00	if paid by 16th November	N	M
Resident Parking – Pensioner Rate – New Applicants	\$81.00	\$87.50	1st October – 31st October	N	M
Resident Parking – Pensioner Rate – New Applicants	\$76.00	\$82.00	1st November – 30th November	N	M
Resident Parking – Pensioner Rate – New Applicants	\$70.00	\$76.00	1st December – 31st December	N	M
Resident Visitor Parking (Calendar Year)	\$110.00	\$130.00	maximum per parking authority	N	M
Resident Visitor Parking – New Applicants (Calendar Year)	\$138.00	\$162.50	1st October – 31st October	N	M
Resident Visitor Parking – New Applicants (Calendar Year)	\$128.00	\$152.00	1st November – 30th November	N	M
Resident Visitor Parking – New Applicants (Calendar Year)	\$119.00	\$141.00	1st December – 31st December	N	M
Off Street Car Park Parking Permits (Weekly) – No 2 Sportsground	\$28.00	\$28.00	maximum per week (Mon – Fri)	Y	M
Replacement Resident Permit	\$45.00	\$50.00		N	M
Replacement Resident Visitor Permit	\$120.00	\$130.00		N	M
Temporary Parking Authorisation	\$35 per space per day (Mon - Sun)		per day	N	M
Temporary Parking Authorisation	\$245 per space per week (Mon - Sun)		per week	N	M

Civil Construction & Maintenance

Tree Management

Application fee for all private tree removal applications inclusive of 1-3 trees	\$84.00	\$84.00		N	P
Permit for private tree removal					
Fee per tree for applications for each additional tree > 3 Trees or no replacement tree	\$22.00	\$22.00	per tree plus application fee	N	P
Permit for private tree removal					
Street Tree Planting for Driveways or compensatory planting		POA	per application	N	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Tree Management [continued]

Tree work on Public Land Application		POA	per application	N	P
Application fee for removal of private native vegetation without trees	\$0.00	\$84.00	per application	N	P

Pest & Weed

Noxious Weeds

Inspection of Plant/Equipment for contamination of Noxious Weeds	\$154.00	\$157.50	per hour (minimum of 1 hour)	N	P
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Certificate of Advice of Weed Control Notice

Certificate of Advice of Weed Control Notice	\$277.00	\$283.40	per certificate	N	P
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Local Roads

Works Within Road Reserve

Permit fee for Road Opening – incl Public utilities, Private Contractors, etc.	\$144.00	\$147.00	up to 2 inspections	N	P
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Permit Fee is additional to restoration charges.

Additional Inspection Fee	\$92.00	\$94.00	each additional inspection	N	P
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Additional Inspection Fee applies if additional inspections are required due to: -
i scale of the works
ii programming of the works
iii failure to comply with Council's approval conditions.

Driveway Crossing	\$216.00	\$221.00	up to 2 inspections	N	P
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Additional Inspection Fee	\$92.00	\$94.00	each additional inspection, or for each additional driveway	N	P
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Additional Inspection Fee applies if additional inspections are required due to: -
i scale of the works
ii programming of the works
iii failure to comply with Council's approval conditions.
OR
If there is multiple driveways at one location, the additional inspection fee is per additional driveway.

Restoration Charges

Carriageways – Gravel or Earth	\$124.00	\$127.00	m2	N	P
Carriageways – Gravel or Earth	\$270.00	\$276.00	minimum	N	P
Carriageways – Asphaltic Concrete	\$347.00	\$355.00	m2 – for < 10m2	N	P
Carriageways – Asphaltic Concrete	\$506.00	\$518.00	minimum	N	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Restoration Charges [continued]

Carriageways – Concrete		POA	> 10m2 restoration to be carried out at cost	N	P
Footways – Gravel or Earth		POA	any restoration at full cost	N	P
Footways – Asphaltic Concrete	\$230.00	\$235.00	m2 – for < 10m2	N	P
Footways – Asphaltic Concrete	\$438.00	\$448.00	minimum	N	P
Footways – Asphaltic Concrete		POA	> 10m2 restoration to be carried out at cost	N	P
Footways – Concrete	\$377.00	\$386.00	m2	N	P
Footways – Concrete	\$510.00	\$522.00	minimum	N	P
Footways – Brick Paving	\$311.00	\$318.00	m2 plus cost of new pavers	N	P
Any pavers removed to be returned to The City of Newcastle Works Depot.					
Brick Paving	\$510.00	\$522.00	minimum	N	P
Any pavers removed to be returned to The City of Newcastle Works Depot.					
Concrete Driveways – 100 mm thick R.C.	\$377.00	\$386.00	m2	N	P
Concrete Driveways – 100 mm thick R.C.	\$510.00	\$522.00	minimum	N	P
Concrete Driveways – 125 mm thick R.C.	\$411.00	\$420.00	m2	N	P
Concrete Driveways – 125 mm thick R.C.	\$530.00	\$542.00	minimum	N	P
Concrete Driveways – 150mm thick R.C.	\$424.00	\$434.00	m2	N	P
Concrete Driveways – 150mm thick R.C.	\$546.00	\$559.00	minimum	N	P
Kerb and Gutter – Restoration	\$293.00	\$300.00	per L/m or part thereof	N	P
Kerb and Gutter – Kerb Restoration for 100mm Pipe	\$404.00	\$413.00	each	N	P
Driveway Construction		POA	restoration to be carried out at cost	N	M

Property & Facilities

Leasing & Roads

Lease of Council Owned Commercial Properties

Administration Fee	\$649.25	\$664.20	per lease (periods up to 5yrs)	Y	P
Includes 4 hours Council staff time (Non-Refundable)					
Administration Fee	\$878.35	\$898.55	per lease (periods over 5yrs)	Y	P
Includes 5.5 Hours Council staff time (Non-Refundable)					
Administration Fee – hours in excess of included Council staff time	\$152.80	\$156.30	per hour	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Lease of Council Owned Commercial Properties [continued]

Requests for Deeds of Consent (variation to lease or licence)	\$763.85	\$781.40	per request	Y	P
Includes 4 hours Council staff time					
Requests for Deeds of Consent (variation to lease or licence) – Hours in excess of 4 hours	\$152.80	\$156.30	per hour	Y	P
Key Replacement Fee	\$76.40	\$78.15	per request	Y	P
Land Classification – Confirmation Letter	\$38.20	\$39.10	per property	N	P
Land Register Extract – per entry	\$38.20	\$39.10	per entry	N	P
Administration fee not elsewhere indicated – no Report to Council	\$649.25	\$664.20	per request	Y	P
Includes up to 5 hours Council staff time (non refundable)					
Administration fee not elsewhere indicated – Report to Council	\$1,425.85	\$1,458.65	per request	Y	P
Includes 8 hours of staff time (non-refundable)					
Administration Fee – hours in excess of included Council staff time	\$152.80	\$156.30	per hour	Y	P

Awning Occupation Over Public Roads (DCP 7.10)

No charge for occupation deemed in the public interest		NIL	per occasion	N	M
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Balconies or Private Occupation Over Public Roads (DCP 7.10)

One-off user charge for occupation of air space over road area: Amount (\$) = Area of Balcony (m2) x valuation of land (\$m2)		based on calculation	per occasion	N	M
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Occupation Use of a Public Road or Public Place

Processing fee for application & issue of section 138 consent or short term lease.	\$462.60	\$473.25	per application	N	P
Includes up to 8 hours of Council staff time					
Processing fee for application & issue of section 138 consent or short term lease – hours in excess of Council staff time	\$45.95	\$47.00	per hour	N	P

Section 138 consents for occupation use for structures in, on or over Public Road or Public Place

If valuation is required it is to be at applicants cost.

Other charges e.g. survey, legal, external valuation fees etc. will be borne on applicant

Fee to be based on area to be occupied x average land valuation (\$m2) discounted by 50% due to the nature of the grant		based on calculation, (minimum fee of \$1,000)	per consent (periods up to 20 years)	N	P
For occupations under the surface of the ground, e.g. pipes and wires					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Section 138 consents for occupation use for structures in, on or over Public Road or Public Place [continued]

Market Comparable annual fee	based on calculation, (minimum fee of \$1,000)	per consent (periods up to 20 years)	N	P
For occupations above ground for structures on or over the road				

Section 153 short term leases of unused public roads

If valuation is required it is to be at applicants cost.

Other charges e.g. survey, legal, external valuation fees etc. - These charges will be at cost to Council or borne on applicant

Market Comparable annual fee	based on calculation, (minimum fee of \$1,000)	per lease (periods up to 5 years)	N	P
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Closure and Sale of a Public Road (Council and Crown)

Application and Initial Investigation Fee	\$763.85	\$781.40	per request	N	P
Includes up to 5 hours Council staff time (non-refundable).					
This fee will be deducted from the Administration fee if Road Closure proceeds. Other charges e.g. survey, legal, external valuation fees etc. - These charges will be at cost to Council or borne on applicant					

Investigation Fee – Hours in excess of Council staff time	\$152.80	\$156.30	per hour	N	P
Other charges e.g. survey, legal, external valuation fees etc. - These charges will be at cost to Council or borne on applicant					

Administration Fee	\$3,055.40	\$3,125.65	per request	N	P
Includes up to 20 hours Council staff time. Other charges e.g. survey, legal, external valuation fees etc. - These charges will be at cost to Council or borne on applicant					

Administration Fee – Hours in excess of Council staff time	\$152.80	\$156.30	per hour	N	P
Includes up to 16 hours Council staff time. Other charges e.g. survey, legal, external valuation fees etc. - These charges will be at cost to Council or borne on applicant					

Strategic Property

External Consultancy Services

Strategic Property Advice per hour – Compulsory acquisition advice, Negotiations etc.	\$190.95	\$195.35	per hour	Y	P
Property Matters per hour – Statutory advice in relation to road closures, footway dining and reclassification etc.	\$152.80	\$156.30	per hour	Y	P
Property Administration per hour	\$76.40	\$78.15	per hour	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Fees to Other Parties

All advertising associated with property matters will be at cost incurred to Council		full cost	per instance	Y	P
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Property Asset Management – Miscellaneous Charges

Administration Fee – Extinguishment/Variation to Restrictive Covenants & Easements etc. and Requests for new Easements	\$2,571.70	\$2,630.85	per request	Y	P
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Includes up to 13 hours Council staff time (non-refundable)
Other charges e.g. survey, legal, external valuation fees etc. - These charges will be at cost to Council or borne on applicant

Administration Fee – Extinguishment/Variation to Restrictive Covenants & Easements etc. and Requests for new Easements – Hours in excess of Council staff time (non-refundable)	\$152.80	\$156.30	per hour	Y	P
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Sale of Scattered Lots – General

Investigation Fee	\$229.15	\$234.40	per request	Y	P
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Includes up to 3.5 hours Council staff time (non-refundable)

Investigation Fee – hours in excess of Council staff time	\$152.80	\$156.30	per hour	Y	P
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Administration Fee	\$763.85	\$781.40	per property	Y	P
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Includes up to 5 hours Council staff time (non-refundable)

Administration Fee – Hours in excess Council staff time	\$152.80	\$156.30	per hour	Y	P
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Includes up to 5 hours Council staff time (non-refundable)

Requests for Deeds of Variation	\$763.85	\$781.40	per request	Y	P
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Includes up to 4 hours Council staff time

Requests for Deeds of Variation – Hours in excess of Council staff time	\$152.80	\$156.30	per hour	Y	P
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Cemeteries

Minmi Cemetery

Order for Interment – Burial (Burial Permit)	\$330.00	\$340.00	per interment	N	F
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Now includes soil removal fee

Order for Interment – Ashes (Burial Permit)	\$230.00	\$235.00	per interment	N	F
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Now separate to permit for burials

Restoration/Additional Inscription	\$105.00	\$110.00	per plot	Y	F
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Permission to erect head headstone – with piers	\$225.00	\$230.00	per plot	N	F
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Permission to erect full monument – with piers	\$255.00	\$260.00	per plot	N	F
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Unapproved monument fee	\$100.00	\$150.00	1st Offence	N	F
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Monument erected without permission, in the wrong location or not in line with approved plans

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Minmi Cemetery [continued]

Unapproved monument fee	\$500.00	\$550.00	2nd Offence	N	F
Monument erected without permission, in the wrong location or not in line with approved plans					
Unapproved monument fee	\$1,000.00	\$1,200.00	3rd Offence	N	F
Monument erected without permission, in the wrong location or not in line with approved plans					
Exhumation Fee	\$600.00	\$615.00	per exhumation	Y	F
Information Retrieval Fee	\$35.00	\$40.00	per enquiry	N	F
Reissue of a Interment Right (Burial Licence) or Order for Interment (Burial Permit)	\$25.00	\$30.00	per enquiry	N	F
Transfer of Interment Right (Burial Licence)	\$95.00	\$100.00	per transfer	N	F
Transfer of Interment Right – completed at same time as Order for Interment	\$25.00	\$30.00	per transfer	N	F
Transfer to be completed where deceased is the current Interment Right Holder					

Wallsend Cemetery

Interment Right (Burial Licence) – Monumental Category A	\$1,500.00	\$1,550.00	per plot	Y	F
Interment Right (Burial Licence) – Monumental Category B	\$1,250.00	\$1,300.00	per plot	Y	F
Interment Right (Burial Licence) – Monumental Category C	\$1,150.00	\$1,200.00	per plot	Y	F
Interment Right (Burial Licence) – Lawn Beam Category A	\$1,550.00	\$1,600.00	per plot	Y	F
Interment Right (Burial Licence) – Lawn Beam Category B	\$1,300.00	\$1,350.00	per plot	Y	F
Interment Right (Burial Licence) – Lawn Beam Category C	\$1,200.00	\$1,250.00	per plot	Y	F
Interment Right (Burial Licence) Lawn Beam with Headstone	\$2,000.00	\$2,050.00	per plot	Y	F
Lawn package - includes plot & granite sloper					
Order for Interment – Burial (Burial Permit)	\$330.00	\$340.00	per interment	N	F
Now includes soil removal fee					
Order for Interment – Burial (Burial Permit) – Muslim & Free Serbian Orthodox Portions	\$380.00	\$390.00	per interment	N	F
Now includes soil removal fee. Additional soil top up required in these areas.					
Order for Interment – Ashes (Burial Permit)	\$230.00	\$235.00	per interment	N	F
Order for Interment (Burial Permit) – Lawn Package (includes bronze plaque)	\$630.00	\$645.00	per interment	Y	F
Applicable to lawn/granite sloper package only					
Niche space – Interment Right (Burial Licence)	\$625.00	\$640.00	per plot	Y	F
Niche Wall Plaque (includes installation & interment of ashes) without Service	\$555.00	\$570.00	per plaque (8 lines)	Y	F
Niche Wall Plaque (includes installation & interment of ashes) with Service	\$655.00	\$670.00	per plaque (8 lines)	Y	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Wallsend Cemetery [continued]

Extra Line Inscription on Plaque	\$55.00	\$60.00	per line	Y	F
Bronze Perpetual Flower Emblem	\$110.00	\$115.00	per emblem	Y	F
Removal of Ashes from Niche Wall	\$325.00	\$330.00	per removal	Y	F
Removal of Ashes from Memorial Garden Suite	\$325.00	\$330.00	per removal	Y	F
Memorial Garden Place – Interment Right (Burial Licence)	\$695.00	\$710.00	per plot	Y	F
Memorial Garden Plinth (includes installation & interment of ashes)	\$795.00	\$815.00	per plot	Y	F
Weerona Memorial Garden – Interment Right (Burial Licence)	\$455.00	\$465.00	per plot	Y	F
Weerona Memorial Garden Bush Rock (includes installation & interment of ashes & bronze plaque)	\$1,200.00	\$1,230.00	per plot	Y	F
Weerona Memorial Garden Bronze Plaque (includes installation & interment of ashes)	\$965.00	\$990.00	per plot	Y	F
Inclusion of Motif on Bronze Plaque	\$55.00	\$60.00	per emblem	Y	F
Memorial Plaque	\$355.00	\$365.00	per plaque	Y	F
Memorial Butterfly Tree					
Permission to erect head stone with piers	\$225.00	\$230.00	per plot	N	F
Now Includes soil removal					
Permission to erect headstone on Lawn Beam	\$125.00	\$130.00	per plot	N	F
Permission to erect full monument with piers	\$255.00	\$260.00	per plot	N	F
Includes soil removal					
Memorial Bench Seat	\$3,000.00	\$3,070.00	installation and maintenance for 10 years	N	F
Restoration/Additional Inscription	\$105.00	\$110.00	per plot	Y	F
Transfer of Interment Right (Burial Licence)	\$95.00	\$100.00	per transfer	N	F
Transfer of Interment Right – completed at same time as Order for Interment	\$25.00	\$30.00	per transfer	N	F
Transfer to be completed where deceased is the current Interment Right Holder					
Inclusion of Emblem/Ceramic Photo/Perpetual Flower on Plaque or Plinth	\$120.00	\$125.00	per emblem	Y	F
Inclusion of Gold Text on Plaque or Plinth	\$155.00	\$160.00	per emblem	Y	F
Information Retrieval Fee	\$35.00	\$40.00	per enquiry	N	F
Reissue of an Interment Right (Burial Licence) or Order for Interment (Burial Permit)	\$25.00	\$30.00	per enquiry	N	F
Exhumation Fee	\$600.00	\$620.00	per exhumation	Y	F
Unapproved monument fee	\$100.00	\$150.00	1st Offence	N	F
Monument erected without permission, in the wrong location or not in line with approved plans					
Unapproved monument fee	\$500.00	\$550.00	2nd Offence	N	F
Monument erected without permission, in the wrong location or not in line with approved plans					
Unapproved monument fee	\$1,000.00	\$1,200.00	3rd Offence	N	F
Monument erected without permission, in the wrong location or not in line with approved plans					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Stockton Cemetery

Interment Right (Burial Licence) – Monumental Category A	\$1,500.00	\$1,550.00	per plot	Y	F
Interment Right (Burial Licence) – Monumental Category B	\$1,250.00	\$1,300.00	per plot	Y	F
Interment Right (Burial Licence) – Monumental Category C	\$1,150.00	\$1,200.00	per plot	Y	F
Interment Right (Burial Licence) – Lawn Beam Category A	\$1,550.00	\$1,600.00	per plot	Y	F
Interment Right (Burial Licence) – Lawn Beam Category B	\$1,300.00	\$1,350.00	per plot	Y	F
Interment Right (Burial Licence) – Lawn Beam Category C	\$1,200.00	\$1,250.00	per plot	Y	F
Interment Right (Burial Licence) Lawn Beam with Granite Sloper	\$2,000.00	\$2,050.00	per plot	Y	F
Lawn package - includes plot & granite sloper					
Order for Interment – Burial (Burial Permit)	\$330.00	\$340.00	per interment	N	F
Now includes soil removal fee.					
Order for Interment – Ashes (Burial Permit)	\$230.00	\$235.00	per interment	N	F
Order for Interment – Burial (Burial Permit) – Lawn Package (includes bronze plaque)	\$630.00	\$645.00	per interment	Y	F
Applicable to lawn/granite sloper package only					
Niche Place – Burial Licence (immediate use or reservation)	\$625.00	\$640.00	per plot	Y	F
Niche Wall Plaque (includes installation & interment of ashes) without Service	\$625.00	\$640.00	per plaque (8 lines)	Y	F
Niche Wall Plaque (includes installation & interment of ashes) with Service	\$725.00	\$740.00	per plaque (8 lines)	Y	F
Memorial Plaque	\$355.00	\$365.00	per plaque (8 lines)	Y	F
Niche wall (memorial plaque only no niche space)					
Inclusion of Emblem/Ceramic Photo/Perpetual Flower on Plaque or Plinth	\$120.00	\$125.00	per item	Y	F
Permission to erect head stone with piers	\$225.00	\$230.00	per plot	N	F
Now includes soil removal					
Permission to erect headstone on Lawn Beam	\$125.00	\$130.00	per plot	N	F
Permission to erect full monument with piers	\$255.00	\$260.00	per plot	N	F
Now includes soil removal					
Memorial Bench Seat	\$3,000.00	\$3,070.00	installation and maintenance for 10 years	N	F
Restoration/Additional Inscription	\$105.00	\$110.00	per plot	Y	F
Transfer of Interment Right (Burial Licence)	\$95.00	\$100.00	per transfer	N	F
Transfer of Interment Right (Burial Licence) – completed at same time as Order for Interment (Burial Permit)	\$25.00	\$30.00	per transfer	N	F
Transfer to be completed where deceased is the current Interment Right Holder					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Stockton Cemetery [continued]

Information Retrieval Fee	\$35.00	\$40.00	per enquiry	N	F
Reissue of a Interment Right (Burial Licence) or Order for Interment (Burial Permit)	\$25.00	\$30.00	per enquiry	N	F
Exhumation Fee	\$600.00	\$620.00	per exhumation	Y	F
Unapproved monument fee	\$100.00	\$150.00	1st Offence	N	F
Monument erected without permission, in the wrong location or not in line with approved plans					
Unapproved monument fee	\$500.00	\$550.00	2nd Offence	N	F
Monument erected without permission, in the wrong location or not in line with approved plans					
Unapproved monument fee	\$1,000.00	\$1,200.00	3rd Offence	N	F
Monument erected without permission, in the wrong location or not in line with approved plans					

Additional Fees

Permit to Undertake Work	\$155.00	\$160.00	each	N	F
Non-scheduled Inductions	\$50.00	\$55.00	per session	N	F
For site inductions requested outside scheduled sessions.					
Introduction of new cemetery products/services (garden, wall and plot) subject to size, type of material and installation costs		POA	per item	Y	F

Community Facilities

General Hire – can include Hall, Meeting or Office space		POA	per 1hr session	Y	P
For hire of a Community Facility site other than those specifically listed below.					

Community Centres

Alice Ferguson Community Centre

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Alice Ferguson Community Centre [continued]

Charity / Not for Profit – Half Hall	\$7.00	\$7.00	per 1hr session	Y	P
Charity / Not for Profit – Main Hall	\$10.00	\$10.00	per 1hr session	Y	P
Charity / Not for Profit – Meeting Room	\$6.00	\$6.00	per 1hr session	Y	P
Commercial / Private Hire – Half Hall	\$24.00	\$25.00	per 1hr session	Y	P
Commercial / Private Hire – Kitchen	\$26.00	\$27.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall	\$41.00	\$42.00	per 1hr session	Y	P
Commercial / Private Hire – Meeting Room	\$12.00	\$12.00	per 1hr session	Y	P

Elmore Vale Community Centre

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Charity / Not for Profit – Main Hall	\$20.00	\$20.00	per 1hr session	Y	P
Charity / Not for Profit – Meeting Room	\$10.00	\$10.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall	\$26.00	\$27.00	per 1hr session	Y	P
Commercial / Private Hire – Meeting Room	\$15.00	\$15.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$8.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$52.00	per day	Y	P

Fletcher Community Centre

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Fletcher Community Centre [continued]

Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Charity/ Not for Profit – Main Function Room	\$20.00	\$20.00	per 1hr session	Y	P
Charity/ Not for Profit – Meeting Room 1 (large meeting room)	\$15.00	\$15.00	per 1hr session	Y	P
Charity/ Not for Profit – Meeting Room 2 (small meeting room)	\$10.00	\$10.00	per 1hr session	Y	P
Commercial / Private Hire – Main Function Room	\$31.00	\$32.00	per 1hr session	Y	P
Commercial / Private Hire – Meeting Room 1 (large meeting room)	\$20.00	\$20.00	per 1hr session	Y	P
Commercial / Private Hire – Meeting Room 2 (small meeting room)	\$15.00	\$15.00	per 1hr session	Y	P

Jesmond Neighbourhood Centre

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond (Not for Profit)	\$200.00	\$200.00	per not for profit booking	N	P
Facility Hire – Security Bond (Low Risk)	\$300.00	\$300.00	per low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$500.00	\$500.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Charity / Not for Profit – Main Hall – Function Hire	\$20.00	\$20.00	per 1hr session	Y	P
Charity / Not for Profit – Main Hall – meetings, workshops, etc.	\$15.00	\$15.00	per 1hr session	Y	P
Charity / Not for Profit – Meeting Room	\$13.00	\$13.00	per 1hr session	Y	P
Charity / Not for Profit – Office Space	\$0.00	\$3.00	per 1hr session	Y	P
Charity / Not for Profit – Office Space	\$0.00	\$21.00	per day	Y	P
Commercial / Private Hire – Main Hall – Function Hire	\$31.00	\$32.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall – meetings, workshops, etc.	\$20.00	\$20.00	per 1hr session	Y	P
Commercial / Private Hire – Meeting Room	\$18.00	\$18.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$8.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$52.00	per day	Y	P

Maryland Multipurpose Centre (Neighbourhood and Conference Buildings)

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Maryland Multipurpose Centre (Neighbourhood and Conference Buildings) [continued]

Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Charity / Not for Profit – Activities Room (Conference Centre) – Function Hire	\$20.00	\$20.00	per 1hr session	Y	P
Charity / Not for Profit – Activities Room (Conference Centre) – meetings, workshops, etc.	\$15.00	\$15.00	per 1hr session	Y	P
Charity / Not for Profit – Main Hall (Neighbourhood) – Function Hire	\$20.00	\$20.00	per 1hr session	Y	P
Charity / Not for Profit – Main Hall (Neighbourhood) – meetings, workshops, etc.	\$15.00	\$15.00	per 1hr session	Y	P
Charity / Not for Profit – Meeting Room (Conference Centre)	\$15.00	\$15.00	per 1hr session	Y	P
Charity / Not for Profit – Social Room (Conference Centre)	\$15.00	\$15.00	per 1hr session	Y	P
Charity / Not for Profit – Office Space	\$0.00	\$3.00	per 1hr session	Y	P
Charity / Not for Profit – Office Space	\$0.00	\$21.00	per day	Y	P
Commercial / Private Hire – Activities Room (Conference Centre) – Function Hire	\$31.00	\$32.00	per 1hr session	Y	P
Commercial / Private Hire – Activities Room (Conference Centre) – meetings, workshops, etc.	\$31.00	\$32.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall (Neighbourhood) – Function Hire	\$31.00	\$32.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall (Neighbourhood) – meetings, workshops, etc.	\$31.00	\$32.00	per 1hr session	Y	P
Commercial / Private Hire – Meeting Room (Conference Centre)	\$20.00	\$20.00	per 1hr session	Y	P
Commercial / Private Hire – Social Room (Conference Centre)	\$20.00	\$20.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$5.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$32.00	per day	Y	P

New Lambton Community Centre

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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New Lambton Community Centre [continued]

Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Charity / Not for Profit – Cromwell room – casual hire	\$10.00	\$10.00	per 1hr session	Y	P
Charity / Not for Profit – Crowell room – regular hire	\$8.00	\$8.00	per 1hr session	Y	P
Charity / Not for Profit – Savoy room – casual hire	\$15.00	\$15.00	per 1hr session	Y	P
Charity / Not for Profit – Savoy room – regular hire	\$10.00	\$10.00	per 1hr session	Y	P
Charity / Not for Profit – Main hall – casual hire	\$25.00	\$26.00	per 1hr session	Y	P
Charity / Not for Profit – Main hall – regular hire	\$15.00	\$15.00	per 1hr session	Y	P
Charity / Not for Profit – Office Space	\$0.00	\$3.00	per 1hr session	Y	P
Charity / Not for Profit – Office Space	\$0.00	\$21.00	per day	Y	P
Commercial / Private hire – Cromwell room – casual hire	\$15.00	\$15.00	per 1hr session	Y	P
Commercial / Private hire – Cromwell room – regular hire	\$12.00	\$12.00	per 1hr session	Y	P
Commercial / Private hire – Savoy room – casual hire	\$30.00	\$31.00	per 1hr session	Y	P
Commercial / Private hire – Savoy room – regular hire	\$25.00	\$26.00	per 1hr session	Y	P
Commercial / Private hire – Main hall – casual hire	\$50.00	\$51.00	per 1hr session	Y	P
Commercial / Private hire – Main hall – regular hire	\$30.00	\$31.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$8.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$52.00	per day	Y	P

Silveridge Community Centre

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond (High Risk)	\$500.00	\$500.00	per high risk booking	N	P
Facility Hire – Security Bond (Low Risk)	\$300.00	\$300.00	per low risk booking	N	P
Facility Hire – Security Bond (Not for Profit)	\$200.00	\$200.00	per not for profit booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Silveridge Community Centre [continued]

Charity / Not for profit – Functions (events, concerts, etc.)	\$20.00	\$20.00	per 1hr session	Y	P
Charity / Not for profit – Meetings, workshops, etc.	\$15.00	\$15.00	per 1hr session	Y	P
Charity / Not for Profit – Office Space	\$0.00	\$3.00	per 1hr session	Y	P
Charity / Not for Profit – Office Space	\$0.00	\$21.00	per day	Y	P
Commercial / Private Hire – Functions (events, concerts, etc.)	\$31.00	\$32.00	per 1hr session	Y	P
Commercial / Private Hire – Meetings, workshops, etc.	\$20.00	\$20.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$8.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$52.00	per day	Y	P

Wallsend Pioneer's Memorial Hall

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Charity / Not for Profit – Main Hall	\$26.00	\$27.00	per 1hr session	Y	P
Charity / Not for Profit – Office Space	\$0.00	\$3.00	per 1hr session	Y	P
Charity / Not for Profit – Office Space	\$0.00	\$21.00	per day	Y	P
Commercial / Private Hire – Main Hall	\$36.00	\$37.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$5.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$32.00	per day	Y	P

Wallsend Railway Goods Shed

Facility Hire – Key Bond (non-refundable if key lost)	\$0.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$0.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$0.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$0.00	\$84.00	per function	Y	P
Cleaning Fee	\$0.00	\$84.00	per breach of hire agreement terms	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Wallsend Railway Goods Shed [continued]

Late administration fee – late bookings	\$0.00	\$55.00	less than 10 working days notice	Y	P
Commercial /Private Hire – Meeting Room	\$0.00	\$10.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$8.00	per 1hr session	Y	P
Commercial/ Private Hire – Office Space	\$0.00	\$52.00	per day	Y	P

Warabrook – Community Centre

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Charity / Not for Profit – Grevillia Room – Office Space	\$0.00	\$3.00	per 1hr session	Y	P
Charity / Not for Profit – Grevillia Room – Office Space	\$0.00	\$21.00	per day	Y	P
Charity / Not for Profit – Magnolia Room	\$15.00	\$15.00	per 1hr session	Y	P
Charity / Not for Profit – Waratah Room – regular hirer	\$13.00	\$13.00	per 1hr session	Y	P
Charity / Not for Profit – Wattle Room – regular hirer	\$13.00	\$13.00	per 1hr session	Y	P
Commercial / Private Hire – Grevillia Room – Office Space	\$0.00	\$8.00	per 1hr session	Y	P
Commercial / Private Hire – Grevillia Room – Office Space	\$0.00	\$52.00	per day	Y	P
Commercial / Private Hire – Magnolia Room	\$20.00	\$20.00	per 1hr session	Y	P
Commercial / Private Hire – Waratah Room	\$15.00	\$15.00	per 1hr session	Y	P
Commercial / Private Hire – Wattle Room	\$15.00	\$15.00	per 1hr session	Y	P

Community Halls

Carrington Community Centre

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Carrington Community Centre [continued]

Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Cleaning Fee	\$99.00	\$99.00	per function	Y	P
Cleaning Fee	\$99.00	\$99.00	per breach of hire agreement terms	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Main Hall Hire	\$15.00	\$15.00	per 1hr session	Y	P

Elermore Vale Community Hall

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Charity / Not for Profit – Main Hall	\$10.00	\$10.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall	\$15.00	\$15.00	per 1hr session	Y	P

Henderson Park Hall

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Community / Not for Profit – Main Hall	\$8.00	\$10.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall	\$10.00	\$15.00	per 1hr session	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Henry Park Hall

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Charity / Not for Profit – Hall	\$10.00	\$10.00	per 1hr session	Y	P
Commercial / Private Hire – Hall	\$15.00	\$15.00	per 1hr session	Y	P

Minmi Progress Hall

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P
Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Charity / Not for Profit – Main Hall	\$10.00	\$10.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall	\$15.00	\$15.00	per 1hr session	Y	P

Tarro-Beresfield Community Hall

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	per not for profit/low risk booking	N	P
Facility Hire – Security Bond (High Risk)	\$400.00	\$400.00	per high risk booking	N	P
Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Cleaning Fee	\$82.00	\$84.00	per breach of hire agreement terms	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Tarro-Beresfield Community Hall [continued]

Late administration fee – late bookings	\$54.00	\$55.00	less than 10 working days notice	Y	P
Storage Fee – locked cupboard	\$10.00	\$10.00	per cupboard per month	Y	P
Charity / Not for Profit – Main Hall	\$13.00	\$10.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall	\$16.00	\$15.00	per 1hr session	Y	P

Senior Citizens Centre

Senior Citizens Centre – Mayfield

Facility hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	bookings – low risk	N	P
Facility Hire – Security Bond	\$400.00	\$400.00	bookings – high risk	N	P
Facility Hire – Storage Fee	\$10.00	\$10.00	per cupboard per month	Y	P
Facility Hire – Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Community / Not for Profit – Main Hall	\$21.00	\$21.00	per 1hr session	Y	P
Community / Not for Profit – Main Hall inc. use of kitchen (meal prep, etc.)	\$31.00	\$32.00	per 1hr session	Y	P
Community / Not for Profit – Meeting Room	\$15.00	\$15.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall	\$35.00	\$36.00	per 1hr session	Y	P
Commercial / Private Hire – Meeting Room	\$21.00	\$21.00	per 1hr session	Y	P
Commercial / Private Hire – Kitchen Only	\$26.00	\$27.00	per 1hr session	Y	P

Senior Citizens Centre – Beresfield

Facility hire – Key Deposit (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	bookings – low risk	N	P
Facility Hire – Security Bond	\$400.00	\$400.00	bookings – high risk	N	P
Facility Hire – Storage Fee – locked cupboard or part storeroom	\$10.00	\$10.00	per cupboard per month	Y	P
Facility Hire – Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Community / Not for Profit – Main Hall	\$10.00	\$10.00	per 1hr session	Y	P
Community / Not for Profit – Main Hall with use of kitchen (meal prep, etc.)	\$15.00	\$15.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall	\$21.00	\$21.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall with use of kitchen (meal prep, etc.)	\$26.00	\$27.00	per 1hr session	Y	P
Commercial / Private Hire – Kitchen Only	\$26.00	\$27.00	per 1hr session	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Senior Citizens Centre – Adamstown

Facility Hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	bookings – low risk	N	P
Facility Hire – Security Bond	\$400.00	\$400.00	bookings – high risk	N	P
Facility Hire – Storage Fee – locked cupboard or part storeroom	\$10.00	\$10.00	per cupboard per month	Y	P
Facility Hire – Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Community / Not for Profit – Main Hall	\$15.00	\$15.00	per 1hr session	Y	P
Commercial / Private Hire – Main Hall	\$21.00	\$21.00	per 1hr session	Y	P

Newcastle Elderly Citizens Centre

Facility hire – Key Bond (non-refundable if key lost)	\$110.00	\$110.00	all bookings	N	P
Facility Hire – Security Bond	\$200.00	\$200.00	bookings – low risk	N	P
Facility Hire – Security Bond	\$400.00	\$400.00	bookings – high risk	N	P
Facility Hire – Storage Fee – locked cupboard or part storeroom	\$10.00	\$10.00	per cupboard per month	Y	P
Facility Hire – Cleaning Fee	\$82.00	\$84.00	per function	Y	P
Community / Not for Profit – Main Hall	\$10.00	\$10.00	per 1hr session	Y	P
Community /Not for Profit – Kitchen	\$105.00	\$107.00	per 4hr session	Y	P
Commercial / Private Hire – Main Hall	\$15.00	\$15.00	per 1hr session	Y	P
Commercial / Private Hire – Kitchen Only	\$105.00	\$107.00	per 4hr session	Y	P

Graffiti

Graffiti Removal Services

Fee for removal of graffiti	\$59.80	\$61.20	per square metre	Y	P
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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City Wide Services

Customer Service

Customer Contact Centre

Photocopies/Printing – A4 or A3 black and white only	\$1.20	\$1.25	per page	Y	F
Service charge	\$59.10	\$60.40	per half hour	Y	F
Photocopies/Printing – A4 or A3 COLOR only (including compiling information into a new form)	\$1.68	\$1.75	per page	Y	F

Digital Print

Printing

Includes paper costs

Black & White A4 printing	\$0.15	\$0.20	0 – 1000 copies	Y	M
Black & White A4 printing	\$0.12	\$0.15	1001 – 5000 copies	Y	M
Black & White A4 printing	\$0.10	\$0.10	>= 5001 copies	Y	M
Black & White A3 printing	\$0.30	\$0.35	0 – 1000 copies	Y	M
Black & White A3 printing	\$0.24	\$0.25	1001 – 5000 copies	Y	M
Black & White A3 printing	\$0.20	\$0.20	>= 5001 copies	Y	M
Full colour A4 printing	\$1.25	\$1.30	0 – 5000 copies	Y	M
Full colour A4 printing	\$1.15	\$1.20	>= 5001 copies	Y	M
Full colour A3 printing	\$2.65	\$2.75	0 – 5000 copies	Y	M
Full colour A3 printing	\$2.30	\$2.35	>= 5001 copies	Y	M

Business Cards

Single sided – Black & white	\$10.00	\$10.25	per 100	Y	M
Single sided – Colour	\$19.00	\$19.40	per 100	Y	M
Single sided – Black & white	\$15.00	\$15.40	per 500	Y	M
Single sided – Colour	\$59.00	\$60.30	per 500	Y	M
Double sided – Black & white	\$10.00	\$10.30	per 100	Y	M
Double sided – Colour	\$32.00	\$32.70	per 100	Y	M
Double sided – Black & white	\$25.00	\$25.60	per 500	Y	M
Double sided – Colour	\$136.00	\$138.90	per 500	Y	M

Materials

Copy paper – B&W – Paper Xerox form yellow	\$0.09	\$0.09	per page	Y	M
Copy paper – B&W – Paper green bond	\$0.01	\$0.01	per page	Y	M
Copy paper – B&W – First and final account form	\$0.14	\$0.15	per page	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Materials [continued]

Copy paper – Colour – White A3 280 GSM Maestro	\$0.16	\$0.20	per page	Y	M
Copy paper – Colour – Cover Board A4 Lotus Artboard	\$0.07	\$0.10	per page	Y	M

Large Format Printing

Full colour A2 printing	\$11.50	\$11.80	per copy (includes paper costs)	Y	M
Full colour A1 printing	\$21.50	\$22.00	per copy (includes paper costs)	Y	M
Full colour A0 printing	\$33.00	\$33.70	per copy (includes paper costs)	Y	M
Media Surcharge applicable for cloth/canvas		POA	per instance	Y	M

Laminating

A4	\$1.82	\$1.90	per item	Y	M
A3	\$3.12	\$3.20	per item	Y	M

Celoglazing

A4	\$0.45	\$0.50	per item	Y	M
A3	\$0.55	\$0.60	per item	Y	M

Binding

Wire	\$4.00	\$4.10	0 – 30 pages	Y	M
Wire	\$5.00	\$5.10	30 – 79 pages	Y	M
Wire	\$6.00	\$6.15	80 – 125 pages	Y	M
Plastic Comb	\$2.35	\$2.40	0 – 100 pages	Y	M
Plastic Comb	\$3.00	\$3.10	100 – 200 pages	Y	M
Plastic Comb	\$5.40	\$5.50	201 pages and over	Y	M
All other work incl desktop publishing, folding, perforating, numbering and guillotine operations	\$114.73	\$117.15	per hour	Y	M

Folding and Inserting

Includes envelope costs

Per sheet	\$0.75	\$0.80	1 – 100 sheets	Y	M
Per sheet	\$0.28	\$0.30	101 – 500 sheets	Y	M
Per sheet	\$0.22	\$0.25	501 – 1000 sheets	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Folding and Inserting [continued]

Per sheet	\$0.18	\$0.20	>= 1001 sheets	Y	M
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Folding Only

Per sheet	\$0.65	\$0.65	1 – 100 sheets	Y	M
Per sheet	\$0.20	\$0.20	101 – 500 sheets	Y	M
Per sheet	\$0.15	\$0.15	501 – 1000 sheets	Y	M
Per sheet	\$0.10	\$0.10	>= 1001 sheets	Y	M

Other

Card Cutting	\$113.61	\$116.00	per hour (minimum 15mins)	Y	M
File Processing Fee	\$4.50	\$4.60	first file	Y	M
File Processing Fee	\$0.75	\$0.80	each additional file	Y	M

Libraries

The Library may from time to time offer retail products for sale. Prices for these items will be advertised at the time of sale.

Overdue and Lost Stock Fees

Overdue loans of library material including toys (Persons aged 16 years or more)	\$0.45	\$0.50	charge per item per day	N	P
Capped at \$20 per item & \$5 per magazine					
Lost and Damaged Lending Stock items	full cost plus up to \$8		replacement/reinstatement cost	N	P
	Last YR Fee full cost plus \$8				
Includes \$8 processing administration processing fee					
Lost Library Cards	\$5.60	\$0.00	per card	N	P
Lost and Damaged reference or stack stock items	Full cost plus \$25		Replacement / Reinstatement cost	N	M

Printing, Photocopying & Micrographic Copying Services

B&W – A3	\$0.40	\$0.40	per copy	Y	P
B&W – A4	\$0.20	\$0.20	per copy	Y	P
Colour – A3	\$2.00	\$2.00	per copy	Y	P
Colour – A4	\$1.00	\$1.00	per copy	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Fax Service

Outgoing – Australian STD	\$4.00	\$4.00	A4	Y	P
Outgoing – International	\$8.00	\$8.00	A4	Y	P
Outgoing – Local	\$2.00	\$2.00	A4	Y	P

Inter Library Loans

ILL charge – Copy from resource	calculated on individual basis		normal ILL charge (dependant on source of ILL) plus \$4 per 50 pages	Y	P
ILL charge – Express	calculated on individual basis		normal ILL charge (dependant on source of ILL) plus \$33	Y	P
2 hour turnaround					
ILL charge – International	calculated on individual basis		normal ILL charge (dependant on source of ILL) plus \$49	Y	P
	Last YR Fee calculated on individual basis				
ILL charge – Rush Request	calculated on individual basis		normal ILL charge (dependant on source of ILL) plus \$16.50	Y	P
24 hour turnaround					
Non-reciprocal Libraries	\$21.40	\$22.00	per request	Y	P
Reciprocal Libraries	\$11.20	\$11.50	per request	Y	P

Makerspace

3D Printing	\$3.50	\$3.60	per hour (minimum Charge 1hr)	Y	P
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Exam Invigilation

Exam Invigilation	\$75.00	\$77.00	per hour (minimum charge of 2hrs) plus any applicable room hire fees	Y	F
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Fee for exam supervision only. Please refer to venue hire for room charges.

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Libraries Administration

Venue Hire

After Hours Security Bond	\$350.00	\$350.00	per function	N	P
The Libraries Manager reserves the right to require and charge for the use of personnel for opening, closing and security purposes during the hire period if used outside of normal opening hours. Additional cleaning costs may also apply. No GST applicable on Security bond unless forfeited.					
After hours usage by the hour (Monday to Friday 6-10pm, Saturday, Sunday & Public Holidays)	\$56.00	\$120.00	Additional costs per hour for after hours access	Y	P
The Libraries Manager reserves the right to require and charge for the use of personnel for opening, closing and security purposes during the hire period if used outside of normal opening hours. Additional cleaning costs may also apply. No GST applicable on Security bond unless forfeited.					
Setup and/or Packup	\$46.00	\$60.00	per hour (or part thereof)	Y	P
War Memorial Cultural Centre – Conference Room – Commercial/Government (9am-5pm Mon-Fri only)	\$61.00	\$65.00	per hour	Y	P
Additional hours incur hourly rate.					
War Memorial Cultural Centre – Conference Room – Non-Commercial (9am-5pm Mon-Fri only)	\$41.00	\$45.00	per hour	Y	P
Additional hours incur hourly rate.					
War Memorial Cultural Centre – Meet 1 – Commercial/Government (9am-5pm Mon-Fri)*	\$408.00	\$450.00	per day	Y	P
Additional hours incur hourly rate.					
War Memorial Cultural Centre – Meet 1 – Commercial/Government (9am-8pm Mon-Fri, 9.00am-2pm Sat)	\$61.00	\$65.00	per hour	Y	P
Additional hours incur hourly rate.					
War Memorial Cultural Centre – Meet 1 – Non-Commercial (9am-5pm Mon-Fri)*	\$285.00	\$290.00	per day	Y	P
Additional hours incur hourly rate.					
War Memorial Cultural Centre – Meet 1 – Non-Commercial (9am-8pm Mon-Fri, 9.00am-2pm Sat)	\$41.00	\$45.00	per hour	Y	P
Additional hours incur hourly rate.					
War Memorial Cultural Centre – Lovett Gallery – Conditions apply	\$408.00	\$420.00	per hire	Y	P
Non-Commercial launches incl local authors and exhibitions	\$80.00	\$85.00	per hire + cost of catering	Y	P
War Memorial Cultural Centre – Meet 2 – Commercial/Government	\$12.00	\$20.00	per hour	Y	P
Additional hours incur hourly rate.					
War Memorial Cultural Centre – Meet 2 – Non-Commercial	\$12.00	\$15.00	per hour	Y	P
Additional hours incur hourly rate.					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Venue Hire [continued]

New Lambton Library – Meeting Room – Commercial/Government (9am-8pm Mon-Fri)	\$20.00	\$20.00	per hour	Y	P
Additional hours incur hourly rate.					
New Lambton Library – Meeting Room – Non-Commercial (9am-8pm Mon-Fri)	\$20.00	\$15.00	per hour	Y	P
Additional hours incur hourly rate.					
Wallsend Library – Multi-Function & Heritage Room – Commercial/Government (9am-8pm Mon-Fri, 9.00am-2pm Sat)	\$112.00	\$125.00	per hour	Y	P
Additional hours incur hourly rate.					
Wallsend Library – Heritage Room – Monday – Friday 9am – 8pm – Commercial/Government	\$41.00	\$45.00	per hour	Y	P
Additional hours incur hourly rate.					
Wallsend Library – Heritage Room – Monday – Friday 9am – 8pm – Non Commercial	\$20.00	\$20.00	per hour	Y	P
Additional hours incur hourly rate.					
Wallsend Library – Multi Function Room – Commercial/Government (9am-5pm Mon-Fri)*	\$489.00	\$500.00	per day	Y	P
Additional hours incur hourly rate.					
Wallsend Library – Multi Function Room – Commercial/Government (9am-8pm Mon-Fri, 9.00am-2pm Sat)	\$71.00	\$75.00	per hour	Y	P
Additional hours incur hourly rate.					
Wallsend Library – Multi Function Room – Non-Commercial (9am-5pm Mon-Fri)*	\$326.00	\$335.00	per day	Y	P
Additional hours incur hourly rate.					
Wallsend Library – Multi Function Room – Non-Commercial (9am-8pm Mon-Fri, 9.00am-2pm Sat)	\$51.00	\$55.00	per hour	Y	P
Additional hours incur hourly rate.					
Wallsend Library – Multi-Function & Heritage Room – Commercial/Government (9am-5pm Mon-Fri)*	\$662.00	\$680.00	per day	Y	P
Additional hours incur hourly rate.					
Wallsend Library – Multi-Function & Heritage Room – Kitchen Cleaning Fee – User pays on invoice	\$25.00	\$25.00	per hire	Y	P
Additional hours incur hourly rate.					
Wallsend Library – Multi-Function & Heritage Room – Non-Commercial (9am-5pm Mon-Fri)*	\$459.00	\$470.00	per day	Y	P
Additional hours incur hourly rate.					
Wallsend Library – Multi-Function & Heritage Room – Non-Commercial (9am-8pm Mon-Fri, 9.00am-2pm Sat)	\$71.00	\$75.00	per hour	Y	P
Additional hours incur hourly rate.					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Venue Hire [continued]

Venue Hire other than items listed above	Price on Application		Price on Application	Y	P
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Children & Youth

Children's Activities

"10 minute a day" brochure bundle	\$35.00	\$36.00	pkt 100	Y	P
Workshops, events or other programs	Price on application		per person – minimum	Y	P

Local History

Local History Research

Digitised Imaging: Photo, Graphic, Picture	\$20.40	\$21.00	per image on disk	Y	P
Online Training	Full cost		per hour	Y	P
Research – Commercial/Government	\$81.50	\$83.00	per hour – 1st 20 minutes free	Y	P
Include client interview & consultation, planning, database searching, editing and abstracting					
Research – Non-Commercial	\$40.75	\$42.00	per hour – 1st 20 minutes free	Y	P
Include client interview & consultation, planning, database searching, editing and abstracting					

Monographs

Local History Monographs	Price on application		each	Y	P
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Reproduction Fees

Advertising, Brochures, Calendars	\$112.10	\$115.00	per image B&W	Y	P
Décor (Hotels offices etc.& display)	\$112.10	\$115.00	per image	Y	P
Internet Reproduction – Commercial	\$112.10	\$115.00	no time period specified	Y	P
Pictures held by Local History section Newcastle Region Library	Price on Application		commercial use – per image	Y	P

Beresfield Child Care Centre

Long Day Care – 10.5 hour session	\$94.00	\$100.00	per child per day Ducklings and Koalas Rooms	N	M
Long Day Care – 9 hour session	\$0.00	\$98.00	per child per session Ducklings and Koalas Rooms	N	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Beresfield Child Care Centre [continued]

Long Day Care – 10.5 hour session	\$91.00	\$97.00	per child per day Investigators and Researchers rooms	N	M
Long Day Care – 9 hour session	\$0.00	\$95.00	per child per session Investigators and Reasearchers Rooms	N	M
Long Day Care – Planned Absence – 10.5 hour session	\$47.00	\$50.00	per child per day Ducklings and Koalas Rooms	N	M
Planned absence fee available for children who will be away from the centre. 2 weeks notice is required and this fee is only applicable to absences in one week increments up to a maximum of 2 weeks where a child is absent for all of the enrolled days in a week (Monday to Friday)					
Long Day Care – Planned Absence – 9.5 hour session	\$0.00	\$49.00	per child per session Ducklings and Koalas Rooms	N	M
Planned absence fee available for children who will be away from the centre. 2 weeks notice is required and this fee is only applicable to absences in one week increments up to a maximum of 2 weeks where a child is absent for all of the enrolled days in a week (Monday to Friday)					
Long Day Care – Planned Absence – 10.5 hour session	\$45.50	\$48.50	per child per day Investigators and Researchers rooms	N	M
Planned absence fee available for children who will be away from the centre. 2 weeks notice is required and this fee is only applicable to absences in one week increments up to a maximum of 2 weeks where a child is absent for all of the enrolled days in a week (Monday to Friday)					
Long Day Care – Planned Absence – 9.5 hour session	\$47.50	\$47.50	per child per day Investigators and Researchers rooms	N	M
Planned absence fee available for children who will be away from the centre. 2 weeks notice is required and this fee is only applicable to absences in one week increments up to a maximum of 2 weeks where a child is absent for all of the enrolled days in a week (Monday to Friday)					
Administration Fee	\$20.00	\$30.00	per child per year	N	P
Late pickup fee	\$10.70	\$11.00	first 5 mins or part thereof	N	M
Late pickup fee	\$1.10	\$1.10	per minute after first 5 minutes	N	M
Enrolment Deposit	\$107.00	\$107.00	per child	N	M
Hat	\$10.00	\$10.00		Y	P
If child attends centre without suitable head covering, they will be supplied with a hat at listed cost for Sun Safety protection					
Security access card deposit	\$20.00	\$20.00	per card	N	P
Laundry Fee	\$5.80	\$5.80	per child	N	M
Administration Fee – Late Payment	\$11.70	\$12.00	per child	N	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Waste Services

Some or all of the items listed may not be available or acceptable due to operating requirements or product availability.

Site management reserves the right to refuse to receive and/or load vehicles at any times and/or for any reason.

Landfill & Resource Recovery

Waste Disposal & Recycling

100% Garden Waste – excluding stumps (no food)	\$129.00	\$132.10	per tonne (minimum charge \$22.50)	Y	M
General Solid Waste – Mixed	\$284.50	\$295.60	per tonne (minimum charge \$47)	Y	M
Soil – Virgin Excavated Natural Material (VENM)	\$186.00	\$190.50	per tonne (minimum charge \$32)	Y	M
Strict conditions apply					
Clean Bricks, Tiles, Concrete	\$152.00	\$156.00	per tonne (minimum charge \$27)	Y	M
General Solid Waste – Special or Difficult	\$393.00	\$406.80	per tonne (minimum charge \$65.50)	Y	M
Mixed Road Base Wastes	\$152.00	\$156.00	per tonne (minimum charge \$27)	Y	M
Sand, Gravel, Stones, Concrete, minimal Asphalt					
Clean Asphalt (no coal tar)	\$96.00	\$98.50	per tonne (minimum charge \$16.50)	Y	M
Clean Concrete	\$61.00	\$62.50	per tonne (minimum charge \$10.50)	Y	M
No rebar - non structural, minimal reo. Max 500mm					
Clean Concrete – Structural	\$71.00	\$73.00	per tonne (minimum charge \$12.50)	Y	M
With rebar or significant reo. Max 500mm					
Wood – Clean, untreated	\$193.00	\$198.00	per tonne (minimum charge \$34)	Y	M
Recyclables – Separated	\$51.00	\$52.50	per tonne (minimum charge \$9.50)	Y	M
Domestic Dry Clean Card, Paper, Bottles, Cans					
Recyclables – Mixed	\$112.00	\$115.00	per tonne (minimum charge \$19.50)	Y	M
Domestic Dry Clean Card, Paper, Bottles, Cans					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Waste Disposal & Recycling [continued]

Scrap Metal	\$0.00	\$0.00		Y	M
Whitegoods - exc fridges, car parts, bikes, steel, aluminium					
Community Recycling Centre – Residential Household Hazardous & Problem Waste (core materials)	\$0.00	\$0.00		Y	Z
Electrical Waste	\$0.00	\$0.00	households only	Y	M
TV's. Computers, Printers/Scanners, Fans, Phones, VCR's, DVD Players, Radios/Stereos, Power Tools, Kitchen Appliances, Vacuum Cleaners, Heaters etc.					
Electrical Waste	\$210.00	\$215.00	commercial customers	Y	M
TV's. Computers, Printers/Scanners, Fans, Phones, VCR's, DVD Players, Radios/Stereos, Power Tools, Kitchen Appliances, Vacuum Cleaners, Heaters etc.					
Tyres – Small – Off Rim	\$14.00	\$14.50	each	Y	M
In addition to tonnage charge if included in mixed load					
Tyres – Small – On Rim	\$24.00	\$24.50	each	Y	M
In addition to tonnage charge if included in mixed load					
Tyres – Medium – Off Rim	\$19.50	\$20.00	each	Y	M
In addition to tonnage charge if included in mixed load					
Tyres – Medium – On Rim	\$31.00	\$32.00	each	Y	M
In addition to tonnage charge if included in mixed load					
Tyres – Large – Off Rim	\$32.00	\$33.00	each	Y	M
In addition to tonnage charge if included in mixed load					
Tyres – Large – On Rim	\$37.50	\$38.50	each	Y	M
In addition to tonnage charge if included in mixed load					
Mattresses – Single/Double	\$35.00	\$36.00	each	Y	F
In addition to tonnage charge if included in mixed load					
Mattresses – Queen/King	\$41.00	\$42.00	each	Y	F
In addition to tonnage charge if included in mixed load					
Batteries – Lead Acid (dry cell batteries – free)	\$10.00	\$10.50	each	Y	F
In addition to tonnage charge if included in mixed load					
Gas Bottles	\$25.00	\$25.60	each	Y	F
In addition to tonnage charge if included in mixed load					
Fridges – Gassed	\$35.00	\$36.00	each	Y	F
In addition to tonnage charge if included in mixed load					
Fridges – Degassed	\$16.00	\$16.50	each	Y	F
In addition to tonnage charge if included in mixed load					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Materials for Sale

Recycled Concrete Aggregate various sizes, from	\$35.00	\$36.00	per tonne (minimum charge \$20.50)	Y	M
Crushed Rock Aggregate various sizes, from	\$35.00	\$36.00	per tonne (minimum charge \$20.50)	Y	M
Sandstone Rocks – Various Sizes	\$32.00	\$33.00	per tonne (minimum charge \$20.50)	Y	M
Ungraded General Fill – VENM	\$15.50	\$16.00	per tonne (minimum charge \$24.00)	Y	M

Other Items

Hire of Frank Rigby Room – Full Day	\$365.00	\$374.00	per day	Y	M
Hire of Frank Rigby Room – Half Day	\$165.00	\$169.00	per half day	Y	M
Hire of Frank Rigby Room – Casual	\$55.00	\$57.00	per hour	Y	M
Short term internal hire attracts nil fee					
Customer account reprints and enquiries (Account Customers)	\$0.00	\$0.00	first enquiry	Y	M
Customer account reprints and enquiries (Account Customers)	\$4.00	\$4.50	additional enquiries	Y	M
Customer reprints and enquires (Other Customers)	\$5.00	\$5.50	all enquiries	Y	M

Garbage Fees

Wheeled Container Service – 140 litre residual waste – KERBSIDE

140 litre residual waste – Mon-Fri – 1 to 4 weekly services	\$561.35	\$578.00	per annum	N	F
140 litre residual waste – Mon-Fri – 5 to 8 weekly services	\$542.80	\$559.00	per annum	N	F
140 litre residual waste – Mon-Fri – 9 and over	\$517.00	\$532.00	per annum	N	F
140 litre residual waste – Saturday & Sunday	\$630.35	\$649.00	per annum	N	F

Wheeled Container Service – 240 litre residual waste – KERBSIDE

240 litre residual waste – Mon-Fri – 1 to 4 weekly services	\$692.15	\$710.00	per annum	N	F
240 litre residual waste – Mon-Fri – 5 or more services	\$665.40	\$685.00	per annum	N	F
240 litre residual waste – Mon-Fri 9 and over	\$652.00	\$671.00	per annum	N	F
240 litre residual waste – Saturday & Sunday	\$859.00	\$884.00	per annum	N	F

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Wheeled Container Service – 660 litre residual waste – KERBSIDE

660 litre residual waste – Mon-Fri	\$1,802.50	\$1,856.00	per annum	N	F
660 litre residual waste – Saturday & Sunday	\$2,029.10	\$2,090.00	per annum	N	F

Wheeled Container Service – 1100 litre residual waste – KERBSIDE

1100 litre residual waste – Mon-Fri	\$2,832.50	\$2,917.00	per annum	N	F
1100 litre residual waste – Saturday & Sunday	\$3,151.80	\$3,246.00	per annum	N	F

Wheeled Container Service – 240 litre residual waste – KERBSIDE – UPGRADE

Service cost for increased domestic waste bin to 240L	\$283.25	\$291.00	per service	N	F
Upgrade from standard 140 litre bin, standard service day only					

Wheeled Container Service – 240 litre greenwaste – KERBSIDE additional service

Excess greenwaste bin	\$103.00	\$106.00	per service	N	F
240 litre additional green waste bin, standard service day only					

Miscellaneous

Cancellation fee	\$66.95	\$69.00	per cancellation	N	F
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User Pays Recycling Service – additional services

240 litre Recycling bin, standard service day, fortnightly service	\$101.50	\$104.00	per annum	N	F
360 litre Recycling bin, standard service day, fortnightly service	\$121.80	\$125.00	per annum	N	F
660 litre Recycling bin, standard service day, fortnightly service	\$880.00	\$906.00	per annum	N	F
1100 litre Recycling bin, standard service day, fortnightly service	\$1,025.15	\$1,055.00	per annum	N	F
Service cost for increased recycling bin to 360 litre (Upgrade from standard 240 litre bin, standard service day, fortnightly service, DWMSC properties only)	\$25.75	\$27.00	one off fee	N	F

Bulkwaste Services Kerbside (Additional to Rated Services)

Pickup and disposal	\$221.45	\$228.00	up to 2 cubic metres	N	F
Up to 2 cubic metres of eligible material, collected as per the regular schedule					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Special Event Bin Hire – RESIDUAL WASTE

Delivery and removal of bins (240 litre bins) – bins delivered to central/single location	\$247.20	\$254.00	per load up to 12 bins	Y	M
Delivery and removal of bins (660 litre & 1100 litre bins) – bins delivered to central/single location	\$247.20	\$254.00	per load up to 2 bins	Y	M
Service charges of event bins – 240 litre bin – bins emptied from kerbside location	\$19.50	\$20.00	per service	Y	M
Service charges of event bins – 660 litre bin – bins emptied from kerbside location	\$53.41	\$55.00	per service	Y	M
Service charges of event bins – 1100 litre bin – bins emptied from kerbside location	\$79.95	\$82.00	per service	Y	M

Special Event Bin Hire – RECYCLING

Delivery and removal of Bins (240 litre bins) – bins delivered to central / single location	\$0.00	\$254.00	Per load up to 12 bins	Y	M
Note that a consolidated charge for Delivery and Servicing of bins was charged in 2018-19.					
Delivery and removal of Bins (360 litre bins) – bins delivered to central / single location	\$0.00	\$254.00	Per load up to 8 bins	Y	M
Note that a consolidated charge for Delivery and Servicing of bins was charged in 2018-19.					
Delivery and removal of Bins (660 litre & 1100 litre bins) – bins delivered to central / single location	\$0.00	\$254.00	Per load up to 2 bins	Y	M
Note that a consolidated charge for Delivery and Servicing of bins was charged in 2018-19.					
Service Charges of Event bins – 240 litre bin – bins emptied from kerbside location	\$0.00	\$10.00	Per service	Y	M
Note that a consolidated charge for Delivery and Servicing of bins was charged in 2018-19.					
Service Charges of Event bins – 360 litre bin – bins emptied from kerbside location	\$0.00	\$18.00	Per service	Y	M
Note that a consolidated charge for Delivery and Servicing of bins was charged in 2018-19.					
Service Charges of Event bins – 660 litre bin – bins emptied from kerbside location	\$0.00	\$22.00	Per service	Y	M
Note that a consolidated charge for Delivery and Servicing of bins was charged in 2018-19.					
Service Charges of Event bins – 1100 litre bin – bins emptied from kerbside location	\$0.00	\$38.00	Per service	Y	M
Note that a consolidated charge for Delivery and Servicing of bins was charged in 2018-19.					

Wheeled Container Service – Misc. Sizes and Types

Different sizes, types and delivery methods other than those listed in this schedule		POA		N	M
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Parks & Recreation

Aquatic Services

Beresfield Swimming Centre

Single Admission	\$2.80	\$2.80	per person	Y	P
Children (Under 3 Years)	\$0.00	\$0.00	per person	Y	Z
Companion Card holders	\$0.00	\$0.00	per person	Y	Z
Pensioners	\$2.20	\$2.20	per person	Y	P
Bulk Entry (groups over 20 patrons)	\$2.20	\$2.20	per person	Y	P
Spectator Fee (Learn to Swim Programs & coaching)	\$0.00	\$0.00	per person	Y	P
Family Daily Admission	\$9.50	\$9.50	per family	Y	P
Family applies to two adults (parents/partners) and their dependent children under age 18 years. Evidence of family unit may be requested (e.g. Medicare card).					
Family Full Season	\$333.00	\$333.00	per family	Y	P
Tickets are non refundable and valid in the season purchased only. Family applies to two adults (parents/partners) and their dependent children under age 18 years. Evidence of family unit may be requested (e.g. Medicare card).					
Family – 1/2 Season	\$205.00	\$205.00	per family	Y	P
Tickets are non refundable and valid in the season purchased only. Family applies to two adults (parents/partners) and their dependent children under age 18 years. Evidence of family unit may be requested (e.g. Medicare card).					
Individual Full Season	\$158.00	\$158.00	per person	Y	P
Tickets are non refundable and valid in the season purchased only.					
Individual – 1/2 Season	\$96.00	\$96.00	per person	Y	P
Tickets are non refundable and valid in the season purchased only.					
Pensioner Family Full Season	\$207.00	\$207.00	per family	Y	P
Tickets are non refundable and valid in the season purchased only. Family applies to two adults (parents/partners) and their dependent children under age 18 years. Evidence of family unit may be requested (e.g. Medicare card).					
Pensioner Family – 1/2 Season	\$134.00	\$134.00	per family	Y	P
Tickets are non refundable and valid in the season purchased only. Family applies to two adults (parents/partners) and their dependent children under age 18 years. Evidence of family unit may be requested (e.g. Medicare card).					
Pensioner Individual Full Season	\$109.00	\$109.00	per person	Y	P
Tickets are non refundable and valid in the season purchased only.					
Pensioner Individual – 1/2 Season	\$70.00	\$70.00	per person	Y	P
Tickets are non refundable and valid in the season purchased only.					
Lane Hire (min 7 swimmers per lane)	\$9.50	\$9.50	per hour	Y	P
Pool Inflatable Hire	\$90.00	\$90.00	per hour	Y	P
Pool Inflatable Hire may be subject to minimum hours.					
Additional Lifeguard	\$55.00	\$55.00	per hour	Y	P
Request from groups that require a lifeguard above the current service level. Minimum of 2 hours required.					
Cleaning and Damage to Centre	full cost plus 10%		per occasion	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Bushland Services

Blackbutt Reserve

Event Application Fee	\$125.00	\$125.00		Y	M
Public Animal Encounter – 1 animal	\$6.60	\$6.60	per person > 3 years	Y	M
Private Animal Encounter	\$75.00	\$100.00	1 – 10 persons (minimum)	Y	M
Private Animal Encounter	\$7.50	\$10.00	per person thereafter	Y	M
Private Koala Encounter	\$160.00	\$160.00	10 persons	Y	M
Reptile Show	\$3.00	\$3.00		Y	M
School Education Programs (Primary & Secondary) – 1 animal encounter onsite	\$110.00	\$110.00	up to 30 students (minimum)	Y	M
School Education Programs (Primary & Secondary) – 1 animal encounter onsite	\$3.60	\$3.60	per additional student	Y	M
Educational program up to 1 hour – Onsite	\$180.00	\$240.00	up to 30 students (minimum)	Y	M
Educational program up to 1 hour – Onsite	\$6.00	\$8.00	per additional student	Y	M
TAFE groups – Onsite	\$130.00	\$130.00	per hour	Y	M
Cross Country Events	\$3.00	\$3.00	per person (capped at 25 participants)	Y	M
Education program – Offsite	\$180.00	\$180.00	up to 30 students (minimum)	Y	M
Education program – Offsite	\$6.00	\$6.00	per additional student	Y	M
Wildlife show – Offsite	\$260.00	\$260.00	per show (1hr) weekdays	Y	M
Wildlife show – Offsite	\$130.00	\$130.00	per additional hour	Y	M
Wildlife show – Offsite	\$360.00	\$360.00	per show (1hr) after hours	Y	M
Wildlife show – Offsite	\$160.00	\$160.00	per additional hour	Y	M
Behind the Scene Tour	\$190.00	\$190.00	up to 10 persons	Y	M
Gate opening fee	\$45.00	\$45.00	per service	Y	M
Cleanup Fees (Functions & Shelter bookings only)		full cost plus 10%	per hour, per staff	Y	M
All functions will attract a cleaning fee if facilities aren't returned to a suitable standard as determined by Blackbutt Management					
Security (Functions only)		full cost plus 10%	per function	Y	M
Damage to Grounds		full cost plus 10%		Y	M
Additional services as negotiated with Blackbutt Management		POA		Y	P
See Public Reserve for additional fees					
Critter encounter	\$160.00	\$160.00	per encounter	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Blackbutt Reserve [continued]

Small Area Event	\$190.00	\$170.00	reserve area	Y	M
All functions & shelter reservations attract a non-refundable deposit equivalent to the application fee.					
Small Area Event – Wedding	\$190.00	\$220.00	reserve area	Y	M
All functions & shelter reservations attract a non-refundable deposit equivalent to the application fee.					
Medium Area Event	\$260.00	\$260.00	reserve area	Y	M
All functions & shelter reservations attract a non-refundable deposit equivalent to the application fee.					
Large Area Event	\$600.00	\$690.00	reserve area	Y	M
All functions & shelter reservations attract a non-refundable deposit equivalent to the application fee.					
Park Conservation Fee	\$12.00	\$12.00	per vehicle per day	Y	M
Park Conservation Fee	\$4.00	\$4.00	per vehicle per hour	Y	M
Park Conservation Fee	\$160.00	\$160.00	per coach per visit	Y	M

Open Space Services

Beaches, Park Reserves & Sporting Facilities, Event

Application Fee (non-refundable)	\$125.00	\$125.00	per event	Y	P
Application Fee – Charity/NFP/Gov (non-refundable)	\$63.70	\$63.70	per event	Y	P
Late Application Fee (<3 days notice) (non-refundable)	\$229.30	\$234.60	per event	Y	P
Late Application Fee (<3 days notice) Charities/NFP/Schools (non-refundable)	\$114.60	\$117.30	per event	Y	P
Application Fee – applies to Environment/Health/Community Education/Commemorative related events hosted by a volunteer/Charity/NFP entity		Zero	per event, must not be charging fee to attend or making a profit	Y	Z
Usage Fee – applies to Environment/Health/Community Education/Commemorative related events hosted by a volunteer/Charity/NFP entity		Zero	per event, must not be charging fee to attend or making a profit	Y	Z
Amendment of Event Authorisation – Commercial/Private (includes wedding ceremonies)	\$41.50	\$42.50	per reissue	Y	P
Amendment of Event Authorisation – Community (Charity/NFP)	\$20.80	\$21.30	per reissue	Y	P
Install and Operate Surf Webcam Licence	\$0.00	\$0.00	per year	N	Z
Key Bond	\$170.00	\$170.00	per event/activity	N	M
Low Level Security Bond	\$2,000.00	\$2,000.00	per event/activity (e.g. market)	N	M
Medium Level Security Bond	\$5,000.00	\$5,000.00	per event/activity (e.g. carnival, circus)	N	M
High Level Security Bond	\$15,000.00	\$15,000.00	per event/activity (e.g. concert)	N	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Beaches, Park Reserves & Sporting Facilities, Event [continued]

Bump In/Bump Out Usage fee	50% of the below related usage fee		per day	Y	M
	Last YR Fee 50% of the above related usage fee				
Electrical Access – single phase	\$0.00	\$58.50	per day	Y	P
Electrical Access – three phase	\$0.00	\$172.10	per day	Y	P
Water Access	\$0.00	\$3.00	per kilolitre	Y	P
Water Access	\$0.00	\$10.30	per day	Y	P
Local Low Impact Usage fee – Commercial/Private (including wedding ceremonies)	\$14.14	\$14.50	per hour, 1-2,500 pax	Y	M
Local Low Impact Usage fee – Community (Charity/NFP)	\$7.21	\$7.40	per hour, 1-2,500 pax	Y	M
Local Low Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$98.85	\$101.20	per day (8+hrs), 1-2,500 pax	Y	M
Local Low Impact Usage fee – Community (Charity/NFP)	\$50.37	\$51.60	per day (8+hrs), 1-2,500 pax	Y	M
Local Medium Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$84.50	\$86.50	per hour, 2,500-6,000 pax	Y	M
Local Medium Impact Usage fee – Community (Charity/NFP)	\$43.06	\$44.10	per hour, 2,500-6,000 pax	Y	M
Local Medium Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$591.50	\$605.10	per day (8+hrs), 2,500-6,000 pax	Y	M
Local Medium Impact Usage fee – Community (Charity/NFP)	\$301.43	\$308.40	per day (8+hrs), 2,500-6,000 pax	Y	M
Local High Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$153.17	\$178.70	per hour, 6,000+ pax	Y	M
Local High Impact Usage fee – Community (Charity/NFP)	\$78.06	\$79.90	per hour, 6,000+ pax	Y	M
Local High Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$1,072.20	\$1,096.90	per day (8+hrs), 6,000+ pax	Y	M
Local High Impact Usage fee – Community (Charity/NFP)	\$546.39	\$559.00	per day (8+hrs), 6,000+ pax	Y	M
District Low Impact Usage fee – Commercial/Private (including wedding ceremonies)	\$22.13	\$22.70	per hour, 1-2,500 pax	Y	M
District Low Impact Usage fee – Community (Charity/NFP)	\$11.28	\$11.60	per hour, 1-2,500 pax	Y	M
District Low Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$154.90	\$158.50	per day (8+hrs), 1-2,500 pax	Y	M
District Low Impact Usage fee – Community (Charity/NFP)	\$78.94	\$80.80	per day (8+hrs), 1-2,500 pax	Y	M
District Medium Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$90.79	\$92.90	per hour, 2,500-6,000 pax	Y	M
District Medium Impact Usage fee – Community (Charity/NFP)	\$46.27	\$47.40	per hour, 2,500-6,000 pax	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Beaches, Park Reserves & Sporting Facilities, Event [continued]

District Medium Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$635.50	\$650.20	per day (8+hrs), 2,500-6,000 pax	Y	M
District Medium Impact Usage fee – Community (Charity/NFP)	\$323.85	\$331.30	per day (8+hrs), 2,500-6,000 pax	Y	M
District High Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$285.23	\$291.80	per hour, 6,000+ pax	Y	M
District High Impact Usage fee – Community (Charity/NFP)	\$145.35	\$148.70	per hour, 6,000+ pax	Y	M
District High Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$1,996.60	\$2,042.60	per day (8+hrs), 6,000+ pax	Y	M
District High Impact Usage fee – Community (Charity/NFP)	\$1,017.47	\$1,040.90	per day (8+hrs), 6,000+ pax	Y	M
Regional Low Impact Usage fee – Commercial/Private (including wedding ceremonies)	\$31.44	\$32.20	per hour, 1-2,500 pax	Y	M
Regional Low Impact Usage fee – Community (Charity/NFP)	\$16.02	\$16.40	per hour, 1-2,500 pax	Y	M
Regional Low Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$220.10	\$225.20	per day (8+hrs), 1-2500 pax	Y	M
Regional Low Impact Usage fee – Community (Charity/NFP)	\$112.16	\$114.80	per day (8+hrs), 1-2500 pax	Y	M
Regional Medium Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$98.50	\$100.80	per hour, 2,500-6,000 pax	Y	M
Regional Medium Impact Usage fee – Community (Charity/NFP)	\$50.20	\$51.40	per hour, 2,500-6,000 pax	Y	M
Regional Medium Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$689.50	\$705.40	per day (8+hrs), 2500-6000 pax	Y	M
Regional Medium Impact Usage fee – Community (Charity/NFP)	\$351.37	\$359.50	per day (8+hrs), 2500-6000 pax	Y	M
Regional High Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$409.14	\$418.60	per hour, 6,000+ pax	Y	M
Regional High Impact Usage fee – Community (Charity/NFP)	\$208.50	\$213.30	per hour, 6,000+ pax	Y	M
Regional High Impact Usage fee – Commercial/Private (includes wedding ceremonies)	\$2,864.00	\$2,929.90	per day (8+hrs), 6,000+ pax	Y	M
Regional High Impact Usage fee – Community (Charity/NFP)	\$1,459.49	\$1,493.10	per day (8+hrs), 6,000+ pax	Y	M

Beaches, Park Reserves & Sporting Facilities – PT

Personal Fitness Training Licence, Surf, Stand Up Paddleboard and/or Kite Surfing Licences – Park/sportsgrounds/beaches – per quarter/1 location	\$498.90	\$510.40	3hrs or less per week	Y	P
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Beaches, Park Reserves & Sporting Facilities – PT [continued]

Personal Fitness Training Licence, Surf, Stand Up Paddleboard and/or Kite Surfing Licences – Park/sportsgrounds/beaches – per quarter/1 location	\$632.40	\$647.00	3hrs or more per week	Y	P
Personal Fitness Training Licence, Surf, Stand Up Paddleboard and/or Kite Surfing Licences – Park/sportsgrounds/beaches – per quarter/ 2 locations	\$550.85	\$563.60	3hrs or less per week	Y	P
Personal Fitness Training Licence, Surf, Stand Up Paddleboard and/or Kite Surfing Licences – Park/sportsgrounds/beaches – per quarter/ 2 locations	\$699.70	\$715.80	3hrs or more per week	Y	P

Beaches, Park Reserves & Sporting Facilities – Sport

Application Fee (>15 days notice) (non-refundable)	\$125.00	\$125.00	fee applies to all sporting applications	Y	P
Application Fee – Charities/Not For Profit/Schools (non-refundable)	\$63.70	\$63.70	fee applies to all sporting applications	Y	P
Late Application Fee (<15 days) (non-refundable)	\$229.30	\$234.60	601006-8008-43540	Y	
Late Application Fee (<15 days) – Charities/Not For Profit/Schools (non-refundable)	\$114.60	\$117.30	applications received by council less than 15 days prior to the date of the event.	Y	
Beach Reserve Usage fee – Hourly Sport Casual (Senior)	\$15.00	\$15.40	per hour	Y	P
Beach Reserve Usage fee – Daily Sport Casual (Senior)	\$55.00	\$56.30	per day	Y	P
Beach Reserve Usage fee – Hourly Sport Casual (Junior & Schools)	\$7.00	\$7.20	per hour	Y	P
Beach Reserve Usage fee – Daily Sport Casual (Junior & Schools)	\$23.00	\$23.60	per day	Y	P
Clean up and Park Services – Weekdays (Business Hours)		full cost		Y	F
Clean up and Park Services – After Hours		full cost		Y	P
Minimum charge of 4 hours on weekends					
Council Staff Site Inspection\Support Services: Event – Weekdays (Business Hours)	\$74.75	\$76.50	per staff, per hour	Y	P
Council Staff Site Inspection\Support Services: Event – After Hours	\$150.55	\$154.10	after hours, per hour	Y	P
Minimum charge of 4 hours on weekends					
Security Patrol of Event		full cost	per patrol	Y	F
Water Access	\$2.91	\$3.00	per kilolitre	Y	P
Actual Water Usage charge will be \$2.85 per kilolitre or \$10 per day whichever is the greater					
Water Access	\$10.00	\$10.30	per day	Y	P
Actual Water Usage charge will be \$2.85 per kilolitre or \$10 per day whichever is the greater					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Beaches, Park Reserves & Sporting Facilities – Sport [continued]

Electrical Access – single phase	\$57.10	\$58.50	per day	Y	P
Electrical Access – three phase	\$168.15	\$172.10	per day	Y	P
Event linemarking	\$143.25	\$146.60	per application	Y	F
Signage	\$240.90	\$246.50	per application	Y	F
Reissue of Licence Agreement	\$41.50	\$42.50	per reissue	Y	P
Reissue of Licence Agreement (Charities/Not for Profit/Schools)	\$20.80	\$21.30	per reissue	Y	P
Sportsground Advertising Application Fee	\$122.55	\$125.40	per application	Y	P
Key Bond (non refundable if key is lost)	\$170.00	\$170.00		N	P
Security Bond	\$550.00 minimum		per seasonal licence	N	P
Key cutting		Full cost	per key	Y	P
Key/Lock Replacement where Facility is required to be rekeyed		Full cost		Y	F
Car Parking related to Events at the Ground for Major Events e.g. Inter State Games and Grand Finals		up to \$6.00	per entry	Y	P
Car Parking related to other Events at the Ground		up to \$4.00	per entry	Y	P
Additional Mowing – Football Codes (0.9ha)	\$112.15	\$114.80	per field per hour	Y	P
Additional Mowing – Cricket (1.37ha)	\$150.55	\$154.10	per field per hour	Y	P
Additional Mowing – Athletics (Track and Field) (1.46ha)	\$157.95	\$161.60	per field per hour	Y	P
Additional Mowing – Baseball Outfield Only (0.7ha)	\$76.45	\$78.30	per field per hour	Y	P
Additional linemarking (by request): – Football Codes	\$181.75	\$186.00	per field	Y	P
Additional linemarking (by request): – Athletics	\$240.00	\$245.60	per field	Y	P
Additional linemarking (by request): – Netball Courts	\$66.45	\$68.00	per court	Y	P
Additional linemarking (by request): – Other Codes		Full cost	per occasion	Y	P
Goal Posting (exchange by request)	\$145.35	\$148.70	per exchange	Y	P
Floodlight fee	\$3.06	\$3.20	per light per hour	Y	P
Floodlights fee – lights left on	\$171.35	\$175.30	per occasion	Y	P
Council staff Site Inspection Event – Weekdays (Business Hours)	\$74.75	\$76.50	per staff, per hour	Y	P
Council staff Site Inspection Event – After Hours	\$150.55	\$154.10	after hours, per hour	Y	P
Minimum charge of 4 hours on weekends					
Canteen Rights – Regional, district and local fee	\$561.00	\$573.90	per season	Y	P
Canteen Rights – Regional, district and local fee	\$153.00	\$156.60	per day	Y	P
Canteen Rights – Regional, district and local fee	\$38.75	\$39.70	per hour	Y	P
Regional – Playing Surface Only – Senior Fee	\$3,585.85	\$3,668.40	per season	Y	P
Seasonal (2 nights training and 1 day competition)					
Regional – Playing Surface Only – Junior & School Fee	\$1,761.75	\$1,802.30	per season	Y	P
Seasonal (2 nights training and 1 day competition)					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Beaches, Park Reserves & Sporting Facilities – Sport [continued]

Regional – Playing Surface Only – Senior Fee	\$125.75	\$128.70	per day (seasonal)	Y	P
Regional – Playing Surface Only – Junior & School Fee	\$66.50	\$68.10	per day (seasonal)	Y	P
Regional – Playing Surface Only – Senior Fee	\$192.25	\$196.70	per day (casual)	Y	P
Regional – Playing Surface Only – Junior & School Fee	\$95.65	\$97.90	per day (casual)	Y	P
Regional – Playing Surface Only – Senior Fee	\$33.25	\$34.10	per hour	Y	P
Regional – Playing Surface Only – Junior & School Fee	\$18.70	\$19.20	per hour	Y	P
Regional – Playing Surface Only – Commercial use	\$60.30	\$61.70	per hour	Y	P
Regional – Playing Surface Only – Commercial use	\$224.50	\$229.70	per day	Y	P
Regional – Playing Surface and Cricket Wicket Curation (new)	\$410.55	\$420.00	per day	Y	P
Regional – Playing Surface and Cricket Wicket Curation (reuse)	\$110.00	\$112.60	per day	Y	P
Regional – Playing Surface Only – Training Nets & Wickets	\$24.00	\$24.60	per wicket per hour	Y	P
Regional – Dressing Sheds – Seasonal user	\$55.10	\$56.40	per day	Y	P
Dressing Sheds (per 2 sheds)					
Regional – Dressing Sheds – Casual user	\$81.10	\$83.00	per day	Y	P
Dressing Sheds (per 2 sheds)					
Regional – Dressing Sheds – Casual user	\$20.40	\$20.90	per hour	Y	P
Dressing Sheds (per 2 sheds)					
Regional – Dressing Sheds – Cleaning		Full cost	per occasion	Y	F
District – Playing Surface Only – Senior Fee	\$2,062.40	\$2,109.90	per season	Y	P
Seasonal (2 nights training and 1 day competition)					
District – Playing Surface Only – Junior & School Fee	\$1,070.60	\$1,095.30	per season	Y	P
Seasonal (2 nights training and 1 day competition)					
District – Playing Surface Only – Senior Fee	\$73.80	\$75.50	per day (seasonal)	Y	P
District – Playing Surface Only – Junior & School Fee	\$39.45	\$40.40	per day (seasonal)	Y	P
District – Playing Surface Only – Senior Fee	\$94.60	\$96.80	per day (casual)	Y	P
District – Playing Surface Only – Junior & School Fee	\$48.85	\$50.00	per day (casual)	Y	P
District – Playing Surface Only – Senior Fee	\$24.95	\$25.60	per hour	Y	P
District – Playing Surface Only – Junior & School Fee	\$16.65	\$17.10	per hour	Y	P
District – Playing Surface Only – Commercial use	\$39.45	\$40.40	per hour	Y	P
District – Playing Surface Only – Commercial use	\$158.00	\$161.70	per day	Y	P
District – Playing Surface Only – Turf Cricket Wicket Curation	\$379.40	\$388.20	per day	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Beaches, Park Reserves & Sporting Facilities – Sport [continued]

District – Playing Surface and Cricket Wicket Curation (new)	\$371.95	\$380.50	per day	Y	P
District – Playing Surface and Cricket Wicket Curation (reuse)	\$110.00	\$112.60	per day	Y	P
District – Dressing Sheds – Seasonal user Dressing Sheds (per 2 sheds).	\$38.45	\$39.40	per day	Y	P
District – Dressing Sheds – Casual user Dressing Sheds (per 2 sheds).	\$55.10	\$56.40	per day	Y	P
District – Dressing Sheds – Casual user Dressing Sheds (per 2 sheds).	\$14.30	\$14.70	per hour	Y	P
Local – Senior Fee Seasonal (2 nights training and 1 day competition)	\$1,302.95	\$1,333.00	per season	Y	P
Local – Junior & School Fee Seasonal (2 nights training and 1 day competition)	\$567.05	\$580.10	per season	Y	P
Local – Senior Fee	\$39.85	\$40.80	per day (seasonal)	Y	P
Local – Junior & School Fee	\$17.50	\$17.90	per day (seasonal)	Y	P
Local – Senior Fee	\$57.75	\$59.10	per day (casual)	Y	P
Local – Junior & School Fee	\$24.15	\$24.80	per day (casual)	Y	P
Local – Senior Fee	\$15.75	\$16.20	per hour	Y	P
Local – Junior & School Fee	\$7.36	\$7.60	per hour	Y	P
Local – Commercial use	\$26.25	\$26.90	per hour	Y	P
Local – Commercial use	\$101.80	\$104.20	per day	Y	P
Local – Turf Wicket	\$304.35	\$311.40	per day	Y	P
Local – Dressing Sheds – Seasonal user	\$30.45	\$31.20	per day	Y	P
Local – Dressing Sheds – Casual user	\$40.95	\$41.90	per day	Y	P
Local – Dressing Sheds – Casual user	\$11.35	\$11.70	per hour	Y	P
Netball Courts – Senior Fee	\$26.25	\$26.90	per court per day	Y	P
Netball Courts – Junior & School Fee	\$14.70	\$15.10	per court per day	Y	P
National Park No.1 Sportsground – Function Room	\$1,133.50	\$1,159.60	per season (once/per week)	Y	P
National Park No.2 Sportsground – Function Room	\$49.35	\$50.50	per hour	Y	P
National Park No.2 Sportsground – Function Room	\$171.10	\$175.10	half day (4 hours)	Y	P
National Park No.2 Sportsground – Function Room	\$334.75	\$342.50	per day	Y	P
National Park No.2 Sportsground – Function Room	\$2,267.05	\$2,319.20	per season (once/per week)	Y	P
Elermore Reserve Sporting Club Hall / Wallsend Park Sporting Club Hall	\$18.55	\$19.00	per hour	Y	P
Elermore Reserve Sporting Club Hall / Wallsend Park Sporting Club Hall	\$72.10	\$73.80	half day (4 hours)	Y	P
Elermore Reserve Sporting Club Hall / Wallsend Park Sporting Club Hall	\$144.20	\$147.60	per day	Y	P

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Beaches, Park Reserves & Sporting Facilities – Sport [continued]

Elmore Reserve Sporting Club Hall / Wallsend Park Sporting Club Hall	\$1,112.40	\$1,138.00	per season	Y	P
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Public Reserve, Temporary Access

Temporary Access over Community Land – Application Fee (non-refundable)	\$125.00	\$125.00	per application	Y	P
Late Application Fee (<15 days) (non-refundable)	\$0.00	\$234.60		N	M
Late Application Fee (<15 days) – Charities/Not For Profit/Schools (non-refundable)	\$0.00	\$117.30	applications received by council less than 15 days prior to the date of the event.	N	
Temporary Access over Community Land – Security Bond	\$1,220.00	\$1,220.00	per application	N	P
Temporary Access over Community Land – Damage to Grounds / facilities		full cost	full cost recovery following ground assessment	Y	F
Key Bond (non refundable if key is lost)	\$170.00	\$170.00	per application	N	P
Community Land Access Fee – Resident Access	\$118.00	\$121.00	per day	N	P
Community Land Access Fee – Contractor access to Residential Properties	\$230.00	\$235.00	per day	N	P
Community Land Access Fee – Contractor access to Construction Site	\$370.00	\$379.00	per week	N	P

Non-compliance, Sport, Events & Community Land Access

Late Application Fee (<15 days) (non-refundable)	\$229.30	\$234.60	applications received by council less than 15 days prior to the date of the event.	Y	R
Late Application Fee (<15 days) – Charities/Not For Profit/Schools (non-refundable)	\$114.60	\$117.30	applications received by council less than 15 days prior to the date of the event.	Y	R
Breach of Licence Conditions (includes promotion of event/activity without approval)	\$500.00	\$500.00	per occasion	Y	R
Use of Sportsground/Park/Beach out of season, without approval/licence, closed or in wet weather (Including Personal Training, Surf Schools, Stand Up Paddleboard Operators, Schools & Associations)		\$377.00 + FCR	1st offence (plus full cost recovery of damage following ground assessment)	Y	R
		Last YR Fee \$369.00 + FCR			

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Non-compliance, Sport, Events & Community Land Access [continued]

Use of Sportsground/Park/Beach out of season, without approval/licence, closed or in wet weather (Including Personal Training, Surf Schools, Stand Up Paddleboard Operators, Schools & Associations)	\$627.00 + FCR		2nd offence (plus full cost recovery of damage following ground assessment)	Y	R
	Last YR Fee \$613.20 + FCR				
Use of Sportsground/Park/Beach out of season, without approval/licence, closed or in wet weather (Including Personal Training, Surf Schools, Stand Up Paddleboard Operators, Schools & Associations)	\$1,250.00 + FCR		3rd offence and ongoing (plus full cost recovery of damage following ground assessment)	Y	R
	Last YR Fee \$1,223.35 + FCR				
Keys Not Returned	\$500.00	\$500.00	per licence	Y	R
Storage of containers, sheds or other structure without approval	\$500.00	\$500.00	per occasion	Y	R
Installation of signage without approval	\$500.00	\$500.00	per occasion	Y	R
Damage to facilities/grounds		FCR + GST		Y	F

Civic Services

The Not for Profit (NFP) rate applies to registered incorporated not-for-profit organisations or Charities, presenting events with community benefit or cultural purpose where the organisation is based in the LGA or can clearly demonstrate a reinvestment back into the LGA community. Does not apply to any other organisation or commercial purpose.

Venue hire:

1/2 Day Hire = up to 5 event hours plus 1 hour bump in.

Full Day Hire = more than 5, less than 8 event hours, plus 1 hour bump in.

Additional hours are charged pro-rata.

Hire includes (where applicable): electricity, A/C, cleaning, initial setup, event staff, tables, chairs, black table cloths, data projector, screen, flipchart, wi-fi, whiteboard, lectern & microphone, water & mints.

Hire excludes: additional equipment, operational costs and additional cleaning charges. Additional staff charges may apply depending on the requirements of the event.

DA limitations may apply.

Guided Tours

City Hall/Civic Theatre

Tour		Staff Rate	minimum 4 hrs	Y	P
Can only be booked up to 10 weeks prior to event date.					

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Newcastle City Hall

Meeting Room: One of Mulubinba, Newcastle Room 1, Newcastle Rooms 2/3

School formal package: Includes catering, decorations, venue hire and staffing. Price varies in accordance with guest numbers and catering selection. Available mid-week only.

Wedding package: Includes catering, decorations, venue hire and staffing. Price varies in accordance with guest numbers and catering selection.

Standard Rates

Meeting Room – Charity/Not for Profit	\$0.00	\$222.00	1/2 day hire Mon-Fri	Y	M
Meeting Room – Commercial/Private Hire	\$0.00	\$317.00	1/2 day hire Mon-Fri	Y	M
Meeting Room – Charity/Not for Profit	\$0.00	\$358.00	Full day hire Mon-Fri	Y	M
Meeting Room – Commercial/Private Hire	\$0.00	\$512.00	Full day hire Mon-Fri	Y	M
Meeting Room – Charity/Not for Profit	\$0.00	\$450.00	1/2 day hire Sat	Y	M
Meeting Room – Commercial/Private Hire	\$0.00	\$643.00	1/2 day hire Sat	Y	M
Meeting Room – Charity/Not for Profit	\$0.00	\$673.00	Full day hire Sat	Y	M
Meeting Room – Commercial/Not for Profit	\$0.00	\$962.00	Full day hire Sat	Y	M
Meeting Room – Charity/Not for Profit	\$0.00	\$526.00	1/2 day hire Sun	Y	M
Meeting Room – Commercial/Private Hire	\$0.00	\$751.00	1/2 day hire Sun	Y	M
Meeting Room – Charity/Not for Profit	\$0.00	\$774.00	Full day hire Sun	Y	M
Meeting Room – Commercial/Private Hire	\$0.00	\$1,106.00	Full day hire Sun	Y	M
Banquet Room – Charity/Not for Profit	\$0.00	\$327.00	1/2 day hire Mon-Fri	Y	M
Banquet Room – Commercial/Private Hire	\$0.00	\$467.00	1/2 day hire Mon-Fri	Y	M
Banquet Room – Charity/Not for Profit	\$0.00	\$547.00	Full day hire Mon-Fri	Y	M
Banquet Room – Commercial/Private Hire	\$0.00	\$782.00	Full day hire Mon-Fri	Y	M
Banquet Room – Charity/Not for Profit	\$0.00	\$555.00	1/2 day hire Sat	Y	M
Banquet Room – Commercial/Private Hire	\$0.00	\$793.00	1/2 day hire Sat	Y	M
Banquet Room – Charity/Not for Profit	\$0.00	\$862.00	Full day hire Sat	Y	M
Banquet Room – Commercial Private Hire	\$0.00	\$1,232.00	Full day hire Sat	Y	M
Banquet Room – Charity/Not for Profit	\$0.00	\$631.00	1/2 day hire Sun	Y	M
Banquet Room – Commercial/Private Hire	\$0.00	\$901.00	1/2 day hire Sun	Y	M
Banquet Room – Charity/Not for Profit	\$0.00	\$963.00	Full day hire Sun	Y	M
Banquet Room – Commercial/Private Hire	\$0.00	\$1,376.00	Full day hire Sun	Y	M
Concert Hall & Cummings Room – Charity/Not for Profit	\$0.00	\$685.00	1/2 day hire Mon-Fri	Y	M
Concert Hall & Cummings Room – Commercial/Private Hire	\$0.00	\$979.00	1/2 day hire Mon-Fri	Y	M
Concert Hall & Cummings Room – Charity/Not for Profit	\$0.00	\$1,109.00	Full day hire Mon-Fri	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Standard Rates [continued]

Concert Hall & Cummings Room – Commercial/Private Hire	\$0.00	\$1,584.00	Full day hire Mon-Fri	Y	M
Concert Hall & Cummings Room – Charity/Not for Profit	\$0.00	\$1,174.00	1/2 day hire Sat	Y	M
Concert Hall & Cummings Room – Commercial/Private Hire	\$0.00	\$1,677.00	1/2 day hire Sat	Y	
Concert Hall & Cummings Room – Charity/Not for Profit	\$0.00	\$1,803.00	Full day hire Sat	Y	M
Concert Hall & Cummings Room – Commercial/Private Hire	\$0.00	\$2,576.00	Full day hire Sat	Y	M
Concert Hall & Cummings Room – Charity/Not for Profit	\$0.00	\$1,325.00	1/2 day hire Sun	Y	M
Concert Hall & Cummings Room – Commercial/Private Hire	\$0.00	\$1,893.00	1/2 day hire Sun	Y	M
Concert Hall & Cummings Room – Charity/Not for Profit	\$0.00	\$2,005.00	Full day hire Sun	Y	M
Concert Hall & Cummings Room – Commercial/Private Hire	\$0.00	\$2,864.00	Full day hire Sun	Y	M
Hunter Room & Balcony – Charity/Not for Profit	\$0.00	\$327.00	1/2 day hire Mon-Fri	Y	M
Hunter Room & Balcony – Commercial/Private Hire	\$0.00	\$467.00	1/2 day hire Mon-Fri	Y	M
Hunter Room & Balcony – Charity/Not for Profit	\$0.00	\$547.00	Full day hire Mon-Fri	Y	M
Hunter Room & Balcony – Commercial/Private Hire	\$0.00	\$782.00	Full day hire Mon-Fri	Y	M
Hunter Room & Balcony – Charity/Not for Profit	\$0.00	\$555.00	1/2 day hire Sat	Y	M
Hunter Room & Balcony – Commercial/Private Hire	\$0.00	\$793.00	1/2 day hire Sat	Y	M
Hunter Room & Balcony – Charity/Not for Profit	\$0.00	\$862.00	Full day hire Sat	Y	M
Hunter Room & Balcony – Commercial/Private Hire	\$0.00	\$1,232.00	Full day hire Sat	Y	M
Hunter Room & Balcony – Charity/Not for Profit	\$0.00	\$631.00	1/2 day hire Sun	Y	M
Hunter Room & Balcony – Commercial/Private Hire	\$0.00	\$901.00	1/2 day hire Sun	Y	M
Hunter Room & Balcony – Charity/Not for Profit	\$0.00	\$963.00	Full day hire Sun	Y	M
Hunter Room & Balcony – Commercial/Private Hire	\$0.00	\$1,376.00	Full day hire Sun	Y	M
Entire City Hall – Charity/Not for Profit	\$0.00	\$2,481.00	Full day hire Mon-Fri	Y	M
Entire City Hall – Commercial/Private Hire	\$0.00	\$3,544.00	Full day hire Mon-Fri	Y	M
Entire City Hall – Charity/Not for Profit	\$0.00	\$3,265.00	Full day hire Sat	Y	M
Entire City Hall – Commercial/Private Hire	\$0.00	\$4,664.00	Full day hire Sat	Y	M
Entire City Hall – Charity/Not for Profit	\$0.00	\$3,567.00	Full day hire Sun	Y	M
Entire City Hall – Commercial/Private Hire	\$0.00	\$5,096.00	Full day hire Sun	Y	M
School Formal Package (choice of room)		79-89 per person	Mon-Thurs only 2-11pm	Y	M
Wedding Package (choice of room)		117-135 per person	Mon-Fri 2-11pm	Y	M
Wedding Package (choice of room)		121-145 per person	Saturday 2-11pm	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Promotional Rates

Venue Promotion rate	25% discount on standard rates	all standard rates ranges	Y	M
Regular hirer discount	10% discount on standard rates	all standard rates ranges	Y	M
Charity Ball NFP rate – Concert Hall & Cummings Room	25% discount on full day rate	Full day hire Mon-Sat	Y	M

Short lead time – booking within 4 weeks of event date

Short lead time – Not for Profit – City Hall	40% discount on standard rates	all standard rates ranges	Y	M
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Short lead time – booking within 10 weeks of event date

Balcony Wedding Ceremony	\$0.00	\$334.00	Mon-Fri 2-5pm	Y	M
Balcony Wedding Ceremony	\$0.00	\$522.00	Saturday 12-5pm	Y	M
Balcony Wedding Ceremony	\$0.00	\$630.00	Sunday 12-5pm	Y	M

Fort Scratchley

The Parade Ground is not available for hire during normal operating hours for Fort Scratchley Historical Site.

Events at Fort Scratchley must cease by 10pm Sunday-Thursday, and midnight Friday and Saturday.

Standard Rates

Parade Ground – Charity/Not for Profit	\$100.00	\$71.00	per hour (min 2hrs)	Y	M
Parade Ground – Commercial/Private Hire	\$0.00	\$102.00	per hour (min 2hrs)	Y	M
Fort Scratchley Function Centre – Charity/Not for Profit	\$0.00	\$327.00	1/2 day hire Mon-Fri	Y	M
Fort Scratchley Function Centre – Commercial/Private Hire	\$0.00	\$467.00	1/2 day hire Mon-Fri	Y	M
Fort Scratchley Function Centre – Charity/Not for Profit	\$0.00	\$547.00	Full day hire Mon-Fri	Y	M
Fort Scratchley Function Centre – Commercial/Private Hire	\$0.00	\$782.00	Full day hire Mon-Fri	Y	M
Fort Scratchley Function Centre – Charity/Not for Profit	\$0.00	\$555.00	1/2 day hire Sat	Y	M
Fort Scratchley Function Centre – Commercial/Private Hire	\$0.00	\$793.00	1/2 day hire Sat	Y	M
Fort Scratchley Function Centre – Charity/Not for Profit	\$0.00	\$862.00	Full day hire Sat	Y	M
Fort Scratchley Function Centre – Commercial/Private Hire	\$0.00	\$1,232.00	Full day hire Sat	Y	M
Fort Scratchley Function Centre – Charity/Not for Profit	\$0.00	\$631.00	1/2 day hire Sun	Y	M
Fort Scratchley Function Centre – Commercial/Private Hire	\$0.00	\$901.00	1/2 day hire Sun	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Standard Rates [continued]

Fort Scratchley Function Centre – Charity/Not for Profit	\$0.00	\$963.00	Full day hire Sun	Y	M
Fort Scratchley Function Centre – Commercial/Private Hire	\$0.00	\$1,376.00	Full day hire Sun	Y	M
Barracks – North & South – Charity/Not for Profit	\$0.00	\$301.00	1/2 day hire Mon-Fri	Y	M
Barracks – North & South – Commercial/Private Hire	\$0.00	\$430.00	1/2 day hire Mon-Fri	Y	M
Barracks – North & South – Charity/Not for Profit	\$0.00	\$413.00	Full day hire Mon-Fri	Y	M
Barracks – North & South – Commercial/Private Hire	\$0.00	\$590.00	Full day hire Mon-Fri	Y	M
Barracks – North & South – Charity/Not for Profit	\$0.00	\$433.00	1/2 day hire Sat	Y	M
Barracks – North & South – Commercial/Private Hire	\$0.00	\$618.00	1/2 day hire Sat	Y	M
Barracks – North & South – Charity/Not for Profit	\$0.00	\$631.00	Full day hire Sat	Y	M
Barracks – North & South – Commercial/Private Hire	\$0.00	\$902.00	Full day hire Sat	Y	M
Barracks – North & South – Charity/Not for Profit	\$0.00	\$508.00	1/2 day hire Sun	Y	M
Barracks – North & South – Commercial/Private Hire	\$0.00	\$726.00	1/2 day hire Sun	Y	M
Barracks – North & South – Charity/Not for Profit	\$0.00	\$732.00	Full day hire Sun	Y	M
Barracks – North & South – Commercial/Private Hire	\$0.00	\$1,046.00	Full day hire Sun	Y	M

Promotional Rates

Regular hirer discount	10% off applicable rate	all standard rates ranges	Y	M
Venue Promotion rate	25% discount on standard rates	all standard rates ranges	Y	M

Newcastle Museum

Museum Exhibition Spaces: 5-10pm hire only. Includes one space only of Newcastle Story, Under the Earth Ball, BHP Gallery, Foyer.

Museum Theatrette: Functions must cease by 10:00pm Sunday-Thursday (Pack-up cessation time 11:00pm); Cease by 11:00pm Friday & Saturday (Pack-up cessation time 12 midnight).

Standard Rates

Museum Theatrette – Charity/Not for Profit	\$0.00	\$271.00	1/2 day hire Mon-Fri	Y	M
Museum Theatrette – Commercial/Private Hire	\$0.00	\$417.00	1/2 day hire Mon-Fri	Y	M
Museum Theatrette – Charity/Not for Profit	\$0.00	\$450.00	Full day hire Mon-Fri	Y	M
Museum Theatrette – Commercial/Private Hire	\$0.00	\$692.00	Full day hire Mon-Fri	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Standard Rates [continued]

Museum Theatre – Charity/Not for Profit	\$0.00	\$483.00	1/2 day hire Sat	Y	M
Museum Theatre – Commercial/Private Hire	\$0.00	\$743.00	1/2 day hire Sat	Y	M
Museum Theatre – Charity/Not for Profit	\$0.00	\$742.00	Full day hire Sat	Y	M
Museum Theatre – Commercial/Private Hire	\$0.00	\$1,142.00	Full day hire Sat	Y	M
Museum Theatre – Charity/Not for Profit	\$0.00	\$553.00	1/2 day hire Sun	Y	M
Museum Theatre – Commercial/Private Hire	\$0.00	\$851.00	1/2 day hire Sun	Y	M
Museum Theatre – Charity/Not for Profit	\$0.00	\$836.00	Full day hire Sun	Y	M
Museum Theatre – Commercial/Private Hire	\$0.00	\$1,286.00	Full day hire Sun	Y	M
Museum Exhibition Spaces – Charity/Not for Profit	\$0.00	\$407.00	Mid Week 5-10pm only	Y	M
Museum Exhibition Spaces – Commercial/Private Hire	\$0.00	\$626.00	Mid Week 5-10pm only	Y	M
Museum Exhibition Spaces – Charity/Not for Profit	\$0.00	\$787.00	Saturday 5-10pm only	Y	M
Museum Exhibition Spaces – Commercial/Private Hire	\$0.00	\$1,210.00	Saturday 5-10pm only	Y	M
Museum Exhibition Spaces – Charity/Not for Profit	\$0.00	\$777.00	Sunday 5-10pm only	Y	M
Museum Exhibition Spaces – Commercial/Private Hire	\$0.00	\$1,196.00	Sunday 5-10pm only	Y	M
Museum Exhibition Spaces – Charity/Not for Profit	\$0.00	\$407.00	Mondays – 5hrs hire	Y	M
Museum Exhibition Spaces – Commercial/Private Hire	\$0.00	\$626.00	Mondays – 5hrs hire	Y	M

Promotional Rates

Venue Promotion rate	25% discount on standard rates	all standard rates ranges	Y	M
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Wheeler Place

Events held in Wheeler Place attract both a service fee and a licence fee, and staff charges may also apply. Exclusive use is not guaranteed.

There are no service fees for free events that do not involve any sales, but the licence fee will still apply.

If your event requires vehicular access or equipment set up, staffing charges for bump in and bump out will also apply.

Any damage must be paid for, regardless of the type of event.

For applicable licence fees, please also refer to Major Events & Corporate Affairs Fees & Charges for more information.

Service Fee – Using up to 50% of site	\$0.00	\$60.00	per hour (min 2hrs)	Y	M
Service Fee – Entire site	\$117.00	\$125.00	per hour (min 2hrs)	Y	M
Service Fee – Using up to 50% of site	\$0.00	\$400.00	per day	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Wheeler Place [continued]

Service Fee – Entire site	\$0.00	\$800.00	per day	Y	M
Service Fee – Using up to 50% of site	\$0.00	\$1,750.00	per week	Y	M
Service Fee – Entire site	\$0.00	\$3,500.00	per week	Y	M
Event installation assistance		staff rate	per event (min 2hrs)	Y	F

Civic Theatre

Venue Hire for Live Performance is charged at the published hire rate, or 11% of the net box office, whichever is greater.

Venue Hire fees for Live Performance events do not include staff or additional cleaning charges. An Entertainment Industry Service Fee is charged at the rate determined by Live Performance Australia.

Ground Floor Lounge Bar & Foyer, First Floor Promenade Room & Balcony & Promenade Foyer - Separately hired from theatre.

Dance School package: Includes 6.5 hours of occupancy and staffing for rehearsal, plus 6 hours of occupancy and staffing for performance, standard in-house lighting, sound, staging and AV equipment, broadcast allowance, ISF, and St Johns Ambulance. See Dance School Package document for more details.

Standard Rates

Auditorium & Stage (Sunday – Tuesday) – Charity/Not for Profit	\$3,000.00	\$2,138.00	per day 0500 – 0459	Y	M
Auditorium & Stage (Sunday – Tuesday) – Commercial/Private Hire	\$0.00	\$3,054.00	per day 0500-0459	Y	M
Auditorium & Stage (Wednesday – Saturday) – Charity/Not for Profit	\$4,300.00	\$3,064.00	per day 0500 – 0459	Y	M
Auditorium & Stage (Wednesday – Saturday) – Commercial/Private Hire	\$0.00	\$4,377.00	per day 0500-0459	Y	M
Auditorium & Stage (Weekly) – Charity/Not for Profit	\$21,000.00	\$14,965.00	per week	Y	M
Runs from Wednesday-Tuesday, which may be varied by agreement					
Auditorium & Stage (Weekly) – Commercial/Private Hire	\$0.00	\$21,378.00	per week	Y	M
Runs from Wednesday-Tuesday, which may be varied by agreement					
Auditorium & Stage (Performance rehearsals/bump-in/bump-out) – Charity/Not for Profit	\$2,100.00	\$1,496.00	per day 0500 – 0459	Y	M
Auditorium & Stage (Performance rehearsals/bump-in/bump-out) – Commercial/Private Hire	\$0.00	\$2,138.00	per day 0500-0459	Y	M

Promotional Rates

Dance School Package		\$13,396 - \$15,656	per event	Y	M
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Short lead time – booking within 10 weeks of event date

Auditorium & Stage	30% discount on standard rates		all standard rates ranges	Y	M
Ground Floor Lounge Bar & Foyer only – Charity/Not for Profit	\$300.00	\$214.00	5hrs hire	Y	M
Ground Floor Lounge Bar & Foyer only – Commercial/Private Hire	\$0.00	\$305.00	5hrs hire	Y	M
First Floor Promenade Room/Balcony only – Charity/Not for Profit	\$250.00	\$178.00	5hrs hire	Y	M
First Floor Promenade Room/Balcony only – Commercial/Private Hire	\$0.00	\$255.00	5hrs hire	Y	M
First Floor Promenade Foyer (including Promenade Room and Balcony) – Charity/Not for Profit	\$300.00	\$214.00	5hrs hire	Y	M
First Floor Promenade Foyer (including Promenade Room and Balcony) – Commercial/Private Hire	\$0.00	\$305.00	5hrs hire	Y	M

Civic Playhouse

Standard Rates

Playhouse (includes Dressing room and Foyer) – Charity/Not for Profit	\$380.00	\$410.00	per day 0500 – 0459	Y	M
Playhouse (includes Dressing room and Foyer) – Commercial/Private Hire	\$0.00	\$585.00	per day 0500-0459	Y	M
Playhouse (includes Dressing room and Foyer) – Charity/Not for Profit	\$1,235.00	\$1,354.00	per week Mon-Fri	Y	M
Playhouse (includes Dressing room and Foyer) – Commercial/Private Hire	\$0.00	\$1,934.00	per week Mon-Fri	Y	M
Playhouse (includes Dressing room and Foyer) – Charity/Not for Profit	\$1,495.00	\$1,639.00	per week Mon-Sat	Y	M
Playhouse (includes Dressing room and Foyer) – Commercial/Private Hire	\$0.00	\$2,341.00	per week Mon-Sat	Y	M

Promotional Rates

Short lead time – booking within 4 weeks of event date

Playhouse (includes Dressing room and Foyer)	30% discount on standard rates		all standard rates ranges	Y	M
Playhouse Foyer only – Charity/Not for Profit	\$0.00	\$140.00	per day 0700-1700	Y	M
Playhouse Foyer only – Commercial/Private Hire	\$0.00	\$200.00	per day 0700-1700	Y	M

Additional Services

Ticketing service fee is set by the ticketing service provider, and may be increased by the greater of 3% and CPI, rounded up to the nearest five cents for each charge.

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Additional Services [continued]

The cost of St John's Ambulance Officers will be oncharged. Security may be required at the management's discretion and will be oncharged.

Function cancellation fees may be refunded where another booking has been made to replace the cancelled booking less an administration charge of \$50.

For non-ticketed venue hire, the remainder of the deposit payment is due 14 days prior to event commencement date.

Technical Equipment: Consumables, Hired Equipment or Services		cost plus 11%		Y	F
Late Provision of Production Requirements (within 21 days)	\$110.00	\$112.00	per day	Y	M
Programs and Merchandising Commission		11% total sales		Y	M
Merchandising – Additional charge imposed for selling own Merchandise		11% total sales		Y	M
Marketing Services		cost plus 11%	per performance	Y	F
Ticket Service Fees		Up to 9.00	per ticket	Y	M
Provision of First Aid service		110.00-220.00	per performance	Y	F
Security		cost plus 11%	per performance	Y	F
Additional Room Hire after initial hire period		pro-rata	per hour	Y	M
Pro-rata hourly rate based on the facility hire					
Deposit – Functions and Live Performance Bookings (up to \$5,000)		100% of total venue hire up to \$5,000	per event	Y	M
Deposit – Functions and Live Performance Bookings (\$5,000 – \$10,000)	\$0.00	\$5,000.00	per event	Y	M
Deposit – Functions and Live Performance Bookings (\$10,000 – \$40,000)	\$0.00	\$10,000.00	per event	Y	M
Deposit – Functions and Live Performance Bookings (\$40,000 and over)		25% of total venue hire	per event	Y	M
Bond – Live Performance Bookings		Minimum \$500, up to 100% of full venue hire	per event	N	M
		Last YR Fee full venue hire			
Payment for damages – Hirer or their contracted supplier		cost plus 11%	per event	Y	M
Room set-up changes for functions		100 plus staff costs	per change	Y	M
Additional Cleaning		staff rate	per hour	Y	M
Function Cancellation Fees – 0-3 days from event		full venue hire plus catering	per event	Y	M
		Last YR Fee full venue hire plus staff costs plus catering			
Function Cancellation Fees – 4-21 days from event		50% venue hire plus catering	per event	Y	M
		Last YR Fee full venue hire plus catering			

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Additional Services [continued]

Function Cancellation Fees – 22-270 days from event	50% venue hire		per event	Y	M
	Last YR Fee full venue hire				
Function Cancellation Fees – >270 days from event	\$50.00	\$50.00	per event	Y	M
Live Performance Cancellation Fees – <180 days from event	Deposit forfeit plus ticketing fees incurred plus staff charge to process refunds (min 4hrs)		per show or season	Y	M
	Last YR Fee see fee details				
Live Performance Cancellation Fees – >180 days from event	250 plus ticketing fees incurred plus staff charge to process refunds		per show or season	Y	M
	Last YR Fee see fee details				

Equipment Hire

Wireless Microphone Handheld	\$50.00	\$51.00	per day	Y	M
Wireless Microphone Handheld	\$150.00	\$153.00	3 – 7 days	Y	M
Wireless Microphone Lapel	\$70.00	\$71.00	per day	Y	M
Wireless Microphone Lapel	\$210.00	\$214.00	3 – 7 days	Y	M
DPA headset microphone	\$50.00	\$51.00	per day	Y	M
DPA headset microphone	\$150.00	\$153.00	3 – 7 days	Y	M
Data Projector (HDMI or VGA Input) + Screen + Drapes – Portable	\$250.00	\$255.00	per day	Y	M
Data Projector (HDMI or VGA Input) + Screen + Drapes – Portable	\$750.00	\$764.00	3 – 7 days	Y	M
Data Projector (HDMI or VGA Input) + Screen + Drapes – Installed	\$200.00	\$204.00	per day	Y	M
Data Projector (HDMI or VGA Input) + Screen + Drapes – Installed	\$600.00	\$611.00	3 – 7 days	Y	M
Data Projector (HDMI or VGA Input) + Screen + Drapes – Civic Theatre	\$600.00	\$611.00	per day	Y	M
Data Projector (HDMI or VGA Input) + Screen + Drapes – Civic Theatre	\$1,800.00	\$1,832.00	3 – 7 days	Y	M
Screen with Drapes	\$250.00	\$255.00	per day	Y	M
Screen with Drapes	\$750.00	\$764.00	3 – 7 days	Y	M
Meyer M1D Line Array – Concert Hall	\$350.00	\$356.00	per day	Y	M
Meyer M1D Line Array – Concert Hall	\$1,050.00	\$1,069.00	3 – 7 days	Y	M
Meyer Sound System – Civic Theatre	\$426.00	\$434.00	per day	Y	M
Meyer Sound System – Civic Theatre	\$1,278.00	\$1,301.00	3 – 7 days	Y	M
Outdoor Sound System – City Hall	\$50.00	\$51.00	per day	Y	M
Outdoor Sound System – City Hall	\$150.00	\$153.00	3 – 7 days	Y	M
Meyer Audio UPM Delay System – Civic Theatre	\$100.00	\$102.00	per day	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Equipment Hire [continued]

Meyer Audio UPM Delay System – Civic Theatre	\$300.00	\$305.00	3 – 7 days	Y	M
Meyer Audio UPA Truss System – Civic Theatre	\$100.00	\$102.00	per day	Y	M
Meyer Audio UPA Truss System – Civic Theatre	\$300.00	\$305.00	3 – 7 days	Y	M
Laptops – Windows	\$65.00	\$66.00	per day	Y	M
Laptops – Windows	\$195.00	\$199.00	3 – 7 days	Y	M
Laptops – Macbook Pro with Qlab	\$100.00	\$102.00	per day	Y	M
Flatscreen LCD with Stand	\$100.00	\$102.00	per day	Y	M
Flatscreen LCD with Stand	\$300.00	\$305.00	3 – 7 days	Y	M
Flatscreen LCD with Stand x 2	\$175.00	\$178.00	per day	Y	M
Flatscreen LCD with Stand x 2	\$525.00	\$534.00	3 – 7 days	Y	M
Piano Grand Piano (Steinway) – City Hall	\$260.00	\$265.00	per day	Y	M
Piano Grand Piano (Steinway) – City Hall	\$770.00	\$784.00	3 – 7 days	Y	M
Piano Yamaha C5 – Civic Theatre	\$135.00	\$137.00	per day	Y	M
Piano Yamaha C5 – Civic Theatre	\$405.00	\$412.00	3 – 7 days	Y	M
Stage Extensions (2.4m x 1.2m) – City Hall	\$30.00	\$31.00	per piece per event	Y	M
Hazer Unique	\$80.00	\$81.00	per day	Y	M
Hazer Unique	\$230.00	\$234.00	3 – 7 days	Y	M
Vision Mixer	\$65.00	\$66.00	per day	Y	M
Vision Mixer	\$195.00	\$199.00	3 – 7 days	Y	M
Follow Spot	\$50.00	\$51.00	per day	Y	M
Follow Spot	\$150.00	\$153.00	3 – 7 days	Y	M
Follow Spot Operator		Staff Rate	Min 4 hours	Y	P

Staff Rates

Venue Staff: Commissionaire, Security, Cleaning

Staff charges may be levied setup for functions outside of Monday-Friday 0900-1700. The number of staff required for each function depends on venue operational factors and event patronage at a estimated ratio of 1:100. Additional staff charges apply for technical support. Penalties apply to daily labour recovery rate when a staff member works in excess of 8 hours (charged at Sunday/Overtime rate)

Monday-Friday	\$46.00	\$47.00	per hour (minimum 2hrs)	Y	F
Saturday	\$62.00	\$63.00	per hour (minimum 2hrs)	Y	F
Sunday, Public Holidays, Overtime	\$80.00	\$82.00	per hour (minimum 2hrs)	Y	F

Technical Staff

Penalties apply to daily labour recovery rate when a staff member works in excess of 8 hours (charged at Sunday/Overtime rate.)

Monday – Saturday	\$48.00	\$49.00	per hour (minimum 4hrs)	Y	F
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Technical Staff [continued]

Overtime, Sunday, Public Holidays & Meal Penalty	\$75.00	\$76.00	per hour (minimum 4hrs)	Y	F
Broadcast Allowance	\$115.50	\$145.00	per performance per person	Y	F

Food and Beverage, Front of House, Box Office, Merchandise, Cleaning staff rates

Penalties apply to daily labour recovery rate when a staff member works in excess of 8 hours (charged at Sunday/Overtime rate.)

Monday – Saturday	\$45.00	\$46.00	per hour (minimum 4hrs)	Y	F
Overtime, Sunday, Public Holidays & Meal Penalty	\$71.00	\$72.00	per hour (minimum 4hrs)	Y	F

Newcastle Art Gallery

Venue Hire

NFP rate applies to registered incorporated not-for-profit organisations or Charities, presenting events with community benefit or cultural purpose where the organisation is based in the LGA or can clearly demonstrate a reinvestment back into the LGA community. Does not apply to any other organisation or commercial purpose.

Hire includes (where applicable): electricity, A/C, cleaning, initial setup, tables, chairs, table cloths, wi-fi, lectern & microphone.

Hire excludes additional equipment hire, staff, operational costs and additional cleaning charges. Staff charges are additional.

Newcastle Art Gallery Ground Floor, 1st Floor, and Outdoor Garden - not available for hire during operating hours.

Newcastle Art Gallery Conference Room – Charity / Not for Profit	\$101.00	\$101.00	5hrs hire	Y	M
Newcastle Art Gallery Conference Room – Commercial / Private Hire	\$0.00	\$155.00	5hrs hire	Y	M
Newcastle Art Gallery Ground Floor – Charity / Not for Profit	\$520.00	\$520.00	5hrs hire	Y	M
Newcastle Art Gallery Ground Floor – Commercial / Private Hire	\$0.00	\$800.00	5hrs hire	Y	M
Newcastle Art Gallery 1st Floor (includes Ground Floor) – Charity / Not for Profit	\$715.00	\$864.00	5hrs hire	Y	M
Newcastle Art Gallery 1st Floor (includes Ground Floor) – Commercial / Private Hire	\$0.00	\$1,328.00	5hrs hire	Y	M
Newcastle Art Gallery Outdoor Garden – Charity / Not for Profit	\$325.00	\$325.00	5hrs hire	Y	M
Newcastle Art Gallery Outdoor Garden – Commercial / Private Hire	\$0.00	\$500.00	5hrs hire	Y	M
Additional Room Hire Pro-rata hourly rate based on the facility hire		pro-rata	per hour	Y	M
Function Booking Deposit		full venue hire plus staff costs	per event	Y	M
Bond		full venue hire	per event	N	M
Damages – Hirer or contracted supplier		cost plus 11%	per event	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Venue Hire [continued]

Room set-up changes	100 plus staff costs		per change	Y	M
Additional Cleaning	staff rate		per hour	Y	M
Function Cancellation Fees – 0-3 days from event	full venue hire plus staff costs plus catering		per event	Y	M
Cancellation fees may be refunded where another booking has been made to replace the cancelled booking less an administration charge of \$50.					
Function Cancellation Fees – 4-14 days from event	full venue hire plus catering		per event	Y	M
Cancellation fees may be refunded where another booking has been made to replace the cancelled booking less an administration charge of \$50.					
Function Cancellation Fees – 15-90 days from event	full venue hire		per event	Y	M
Cancellation fees may be refunded where another booking has been made to replace the cancelled booking less an administration charge of \$50.					
Function Cancellation Fees – 90-270 days from event	50% venue hire		per event	Y	M
Cancellation fees may be refunded where another booking has been made to replace the cancelled booking less an administration charge of \$50.					
Cancellation Fees – >270 days from event	\$50.00	\$50.00	per event	Y	M
Cancellation fees may be refunded where another booking has been made to replace the cancelled booking less an administration charge of \$50.					

Staff Rates

Staff charges may be levied setup for functions outside of Monday-Friday 0900-1700. The number of staff required for each function depends on operational factors and event patronage at an estimated ration of 1:100. AAdditional staff charges apply for technical support. Penalties apply to daily labour recovery rate when a staff member works in excess of 8 hours (charged at Sunday/Overtime rate)

Monday-Friday	\$46.00	\$47.00	per hour (minimum 2hrs)	Y	F
Saturday	\$62.00	\$63.00	per hour (minimum 2hrs)	Y	F
Sunday, Public Holidays, Overtime: Art Gallery Assistant	\$80.00	\$82.00	per hour (minimum 2hrs)	Y	F

Equipment Hire

Wireless Microphone Handheld	\$50.00	\$50.00	per day	Y	M
Wireless Microphone Handheld	\$150.00	\$150.00	3 – 7 days	Y	M
Wireless Microphone Lapel	\$70.00	\$70.00	per day	Y	M
Wireless Microphone Lapel	\$210.00	\$210.00	3 – 7 days	Y	M
Data Projector (HDMI or VGA Input) + Screen + Drapes – Portable	\$250.00	\$250.00	per day	Y	M
Data Projector (HDMI or VGA Input) + Screen + Drapes – Portable	\$750.00	\$750.00	3 – 7 days	Y	M
Installed Audio System – Art Gallery	\$100.00	\$100.00	per day	Y	M
Laptops – Windows	\$65.00	\$65.00	per day	Y	M

Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Equipment Hire [continued]

Laptops – Windows	\$195.00	\$195.00	3 – 7 days	Y	M
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Exhibitions & Public Programs

Regular Children's events inc. School Holiday Workshops and Torchlight Tours		0.01-20.00	per event day	Y	P
Adult workshops		0.01-200.00	per event day	Y	P
Exhibition Openings		0.01-20.00	per event day	Y	P
		Last YR Fee \$10.00			
Kilgour Prize Entry Fees	\$50.00	\$50.00	per application	Y	P
Travel mileage for outside LGA	\$0.68	\$0.68	per km	Y	P

Collection Management

Loan preparation service fee (1-5 items)	\$260.00	\$265.00	per loan	Y	P
Loan preparation service fee (6 or more items)	\$0.00	\$530.00	per loan	Y	P
Freight & Crating service fee		POA		Y	P
Image hire fee	\$150.00	\$155.00	per image	Y	F
Exhibition Hire fee		POA	per exhibition	Y	F
Out of area service per diem	\$160.00	\$165.00	daily rate	Y	F

Newcastle Museum

Newcastle Museum Venue Hire, and associated Staff Rates and Equipment Hire - please refer to Civic Services Venue Hire (incorporating all Newcastle Venues).

Exhibitions & Audience Engagement

BHP Sound and Light Show	\$75.00	\$75.00	per show	Y	P
Public Program (maximum charge)	\$30.00	\$60.00	per person	Y	P
Education Program (maximum charge)	\$70.00	\$70.00	per school class of 35 pax maximum	Y	P
Museum Express Outreach Program – Booked group (maximum charge)	\$200.00	\$200.00	per show = 2 classes, additional class on negotiation	Y	P
Travel mileage for outside LGA	\$0.68	\$0.68	per km	Y	P
Exhibition Hire fee		POA	per exhibition	Y	F
Out of area service per diem	\$160.00	\$165.00	daily rate	Y	F

Guided Tours

General drop in tour (maximum charge)	\$11.00	\$11.50	per person	Y	P
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Name	Year 18/19 Fee (incl. GST)	Year 19/20 Fee (incl. GST)	Unit	GST	Pricing Policy
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Guided Tours [continued]

Special Cruise ship market tour (maximum charge)	\$16.50	\$17.00	per person	Y	P
Tour – Booked group up to x25 (maximum charge)	\$55.00	\$57.00	per group 1-25 pax	Y	P
External deliverers and providers of tours/programs (maximum charge)	\$60.50	\$62.00	per person	Y	P

Fort Scratchley

Tunnel Tours – Adult	\$12.50	\$13.00	per person	Y	P
Tunnel Tours – Children 4 – 14yrs	\$6.50	\$7.00	per person	Y	P
Kids under 4yrs are free					
Tunnel Tours – Family (2 Adults, 2 Children)	\$32.00	\$33.00	per person	Y	P
Tunnel Tours – Concession	\$8.00	\$8.50	per person	Y	P
Site and Tunnel Tours – Adult	\$16.00	\$16.50	per person	Y	P
Site and Tunnel Tours – Children 4 – 14yrs	\$8.00	\$8.50	per person	Y	P
Kids under 4yrs are free					
Site and Tunnel Tours – Family (2 Adults, 2 Children)	\$38.00	\$39.00	per person	Y	P
Site and Tunnel Tours – Concession	\$9.00	\$9.50	per person	Y	P
Cruise Ship Group Rates – per person (maximum charge)	\$37.00	\$38.00	per person	Y	M
Includes 30 min. Newcastle & site presentation and booklet; 15 per group in tunnels					

Collection Management

Loan preparation service fee	\$260.00	\$265.00	per loan	Y	P
Freight & Crating service fee		POA		Y	P

Staff Rates

Monday-Friday	\$46.00	\$47.00	per hour (minimum 2hrs)	Y	F
Saturday	\$62.00	\$63.00	per hour (minimum 2hrs)	Y	F
Sunday, Public Holidays, Overtime	\$80.00	\$82.00	per hour (minimum 2hrs)	Y	F

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**ORDINARY COUNCIL MEETING
25 JUNE 2019**

**CCL 25/06/19
ADOPTION OF 2019/20 OUR BUDGET AND FEES AND CHARGES
REGISTER**

Attachment C: 2019/20 Report on Submissions

DISTRIBUTED UNDER SEPARATE COVER

Introduction

In 2019/20, City of Newcastle (CN) will deliver our sixth consecutive budget surplus, as documented in the 2019/20 Our Budget.

Forecasting a \$11.95 million budget surplus with a strong focus on projects delivering environmental outcomes, the \$297 million 2019/20 Our Budget was placed on public exhibition on Wednesday 17 April to Friday 24 May 2019.

Our Budget 2019/20 investment includes \$32 million towards the expansion of Summerhill Waste Management Centre to allow for an increase in the amount of commercial waste we accept and generate an income from.

Other environmental budget highlights include our \$12.35 million Organics Recycling Facility and a \$6 million Recycling Recovery Centre. Each will allow the City to generate a new income stream from the sale of organic and other recycled materials. The organics facility will be completed with no reduction in existing collection services.

Around \$81 million is forecast to be spent on delivering our 2019/20 Works Program, with the City set to deliver its single largest investment ever in environmental sustainability projects and programs.

Other highlights of the City's draft budget include:

- \$2.5 million towards graduate, apprentice and trainee recruitment;
- \$13.8 million on-road infrastructure projects;
- \$10.8 million toward Newcastle library services and upgrades;
- \$14.8 million on our cultural facilities (\$2.3 million on Newcastle Art Gallery, \$2.3 million on Newcastle Museum, \$8 million on Civic Theatre);
- \$21.6 million on City Parks and Recreation (\$20 million in services and \$1.6 million in capital investment);
- \$2 million on Smart City projects;
- \$5 million towards replacing outdated fleet; and
- \$1.5 million towards improving development application processing.

On 16 April 2019 Council resolved to place the ***draft 2019/20 Our Budget (2018-2022 Delivery Program and 2019/20 Operational Plan) and draft 2019/20 Fees and Charges Register*** on public exhibition from 17 April to 23 May 2019. CN utilised a variety of different media to ensure the community was informed of the public exhibition period including print and online advertising. A video snapshot was created for online and social media distribution and a range of editorial pieces were distributed for both internal and external audiences.

The following report provides a summary of the public exhibition feedback received on the draft 2019/20 Our Budget and draft 2019/20 Fees and Charges Register.

All submissions received during the public exhibition period have been collated and can be provided to Councillors for their information on request. This report represents a summary of the submissions received.

Legislative Requirements

Under the Integrated Planning and Reporting Guidelines for local government in NSW (Local Government Act 1993 and the Local Government (General) Regulation 2005), each council must prepare and adopt a Delivery Program by 30 June in the year following a local government ordinary election.

In addition, each council must have its Operational Plan adopted before the beginning of each financial year. These plans must be exhibited for public comment for a minimum of 28 days and public submissions must be accepted and considered before the final plans are adopted.

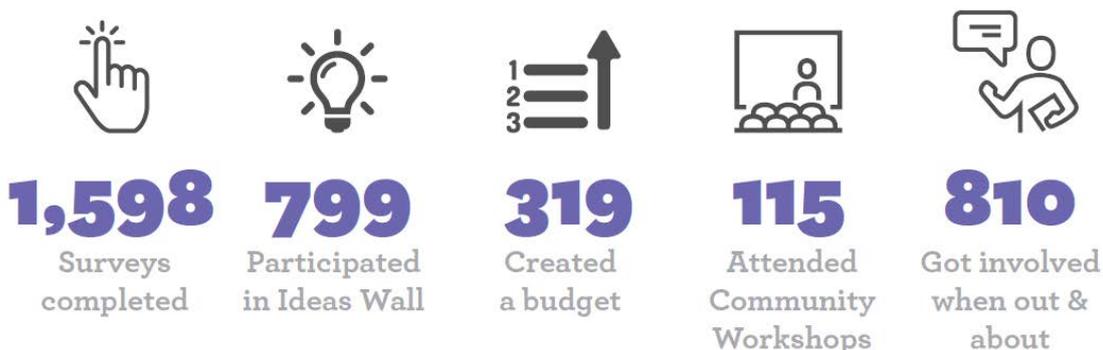
Adoption Timetable

The timetable for the exhibition and adoption of the 2019/20 Our Budget and 2019/20 Fees and Charges Register are as follows:

Date	Action	Completed
16 April 2019	Endorsement of draft 2019/20 Our Budget (2018-2022 Delivery Program + 2019/20 Operational Plan) and draft Fees and Charges Register for public exhibition	✓
17 April to 24 May 2019	Public exhibition period	✓
11 June 2019	Council workshop on public exhibition feedback	✓
25 June 2019	Scheduled adoption of the 2019/20 Our Budget (2018-2022 Delivery Program + 2019/20 Operational Plan) and 2019/20 Fees and Charges Register	

Engagement Strategy

CN used primary community inputs (direct input from over 2,700 community members) being the Strategic directions described in the **Newcastle 2030 Community Strategic Plan**, to formulate the draft 2019/20 Our Budget and draft 2019/20 Fees and Charges Register.



CN conducted the following engagement methods in relation to the exhibition of the draft 2019/20 Our Budget and draft 2019/20 Fees and Charges Register:



Social media

9 posts

Between 12 April to 16 May 2019

Reach 55.4k+



NewcastleWeekly

Print advertisement

Newcastle Herald - circulation 95k+

Newcastle Weekly - circulation 38k



[CN Communications](#)

City eNews

30 April 2019

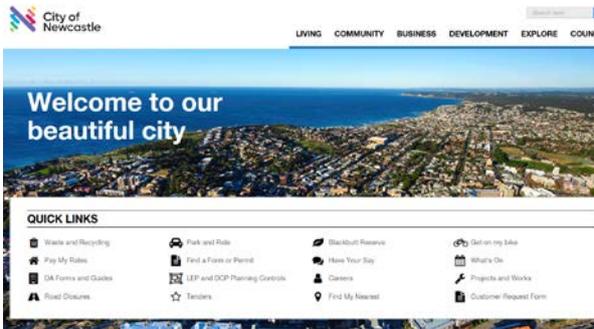
2.5k+



[My Local Services App](#)

17 April to 24 May 2019

1.8k app users



[Our website](#)

17 April to 24 May 2019

Front page pop up

Engagement Results

During the public exhibition period, an engagement webpage was set up to receive submissions and enable downloading of the draft Our Budget 2019/20 and draft Fees and Charges 2019/20.

This site was also publicised using social media (Twitter, Facebook and LinkedIn), through NovoNews, My Local Services app, CN intranet and webpages, and with print advertising in the Newcastle Herald and Newcastle Weekly.

Hard copies of the documents were also available from the Newcastle Region Library and our customer service counter at CN's administration building.

PUBLIC EXHIBITION

Our Budget 2019/20

Delivery Program 2018-2022 and Operational Plan 2019/20



Our Budget 2019/20

Over the next month the City of Newcastle (CN's) **Our Budget 2019/20** is on public exhibition. You're invited to review the plan and our proposed actions and projects.



827

Visits to the project engagement website

Highest visits

Thursday 2 May 121 visits

Last year 727

Web traffic sources

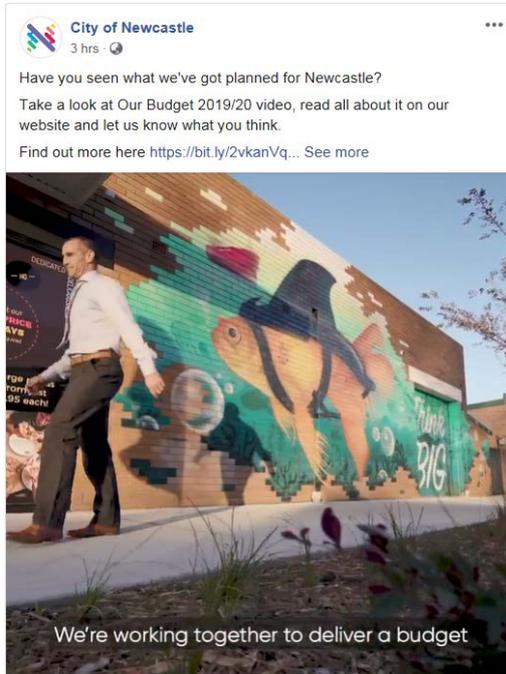
Direct	318
Referring sites	180
Facebook	267
Linkedin	56
Instagram	6

Social Media

As part of the engagement a video snapshot was posted on Facebook in May and other media releases posted on other social media platforms, below is a summary of the outcome of that engagement.

Facebook

City of Newcastle - video



16.1k+
Views

30.7k+
People reached



Total engagements 979 (reactions,
comments & shares)

Facebook

Newcastle Live - video



6.6k+
Views

20.7k+
People reached



Total engagements 138 (reactions,
comments & shares)

Facebook
City of Newcastle - media release



LinkedIn

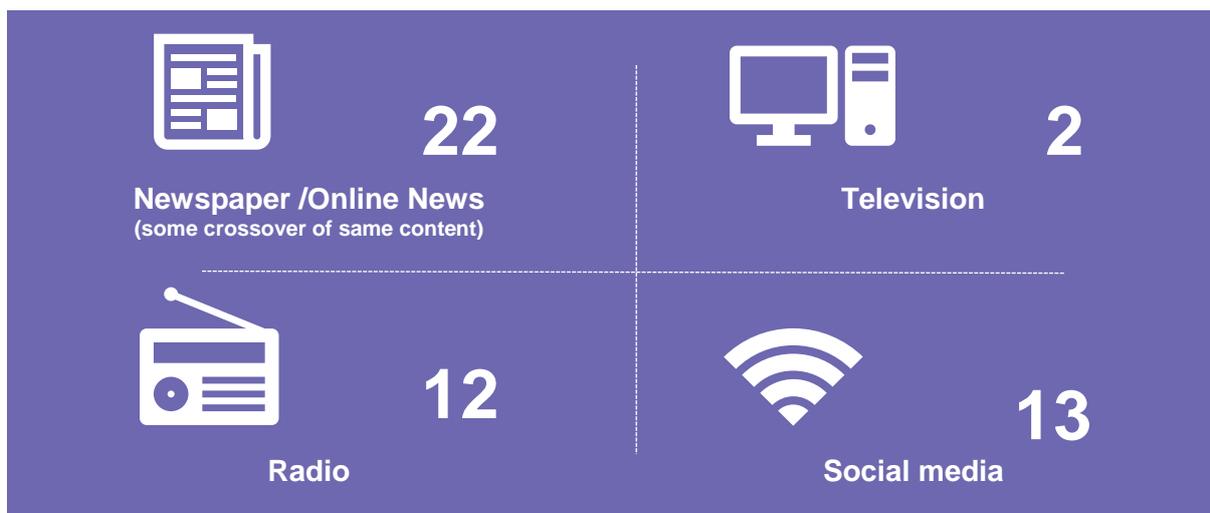
Two posts 23 April, 1 May
 Reach 4k+
 Total engagements 50 (reactions, comments & shares)

Twitter

Two posts
 9 likes and 9 retweets

Media Monitoring

During the month of May, the draft Our Budget was mentioned 49 times by different media platforms (newspaper/online news, television, radio and social media). This gave further exposure to a larger audience to create awareness of the public exhibition period and as well as focus on key projects and actions within the plan.



Feedback Summary

In total, CN received 24 submissions in relation to the draft 2019/20 Our Budget and draft 2019/20 Fees and Charges Register.

Feedback Summary

Submissions received during the public exhibition period totalled 24

Matters raised

14% positive feedback

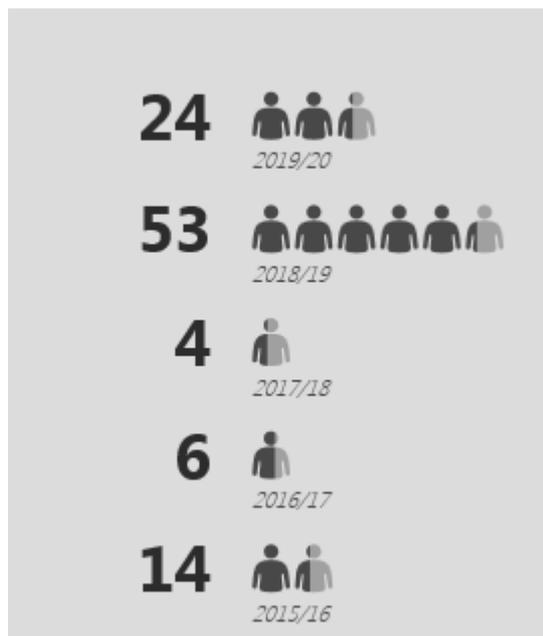


Positive quotes

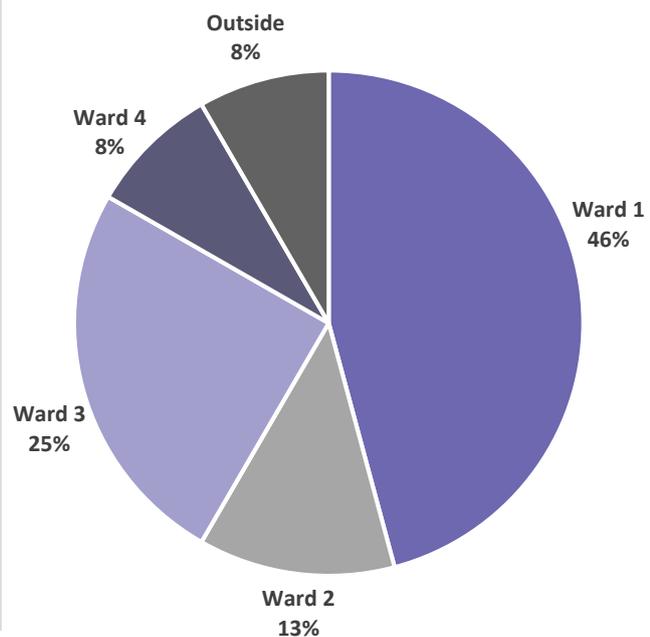
“three cheers to all those involved for their energy and their foresight into this wonderful city of ours...”

“Wonderful to see funding allocated to parks, recreation, libraries and museum and other cultural services. These services support and enhance communities across the LGA.”

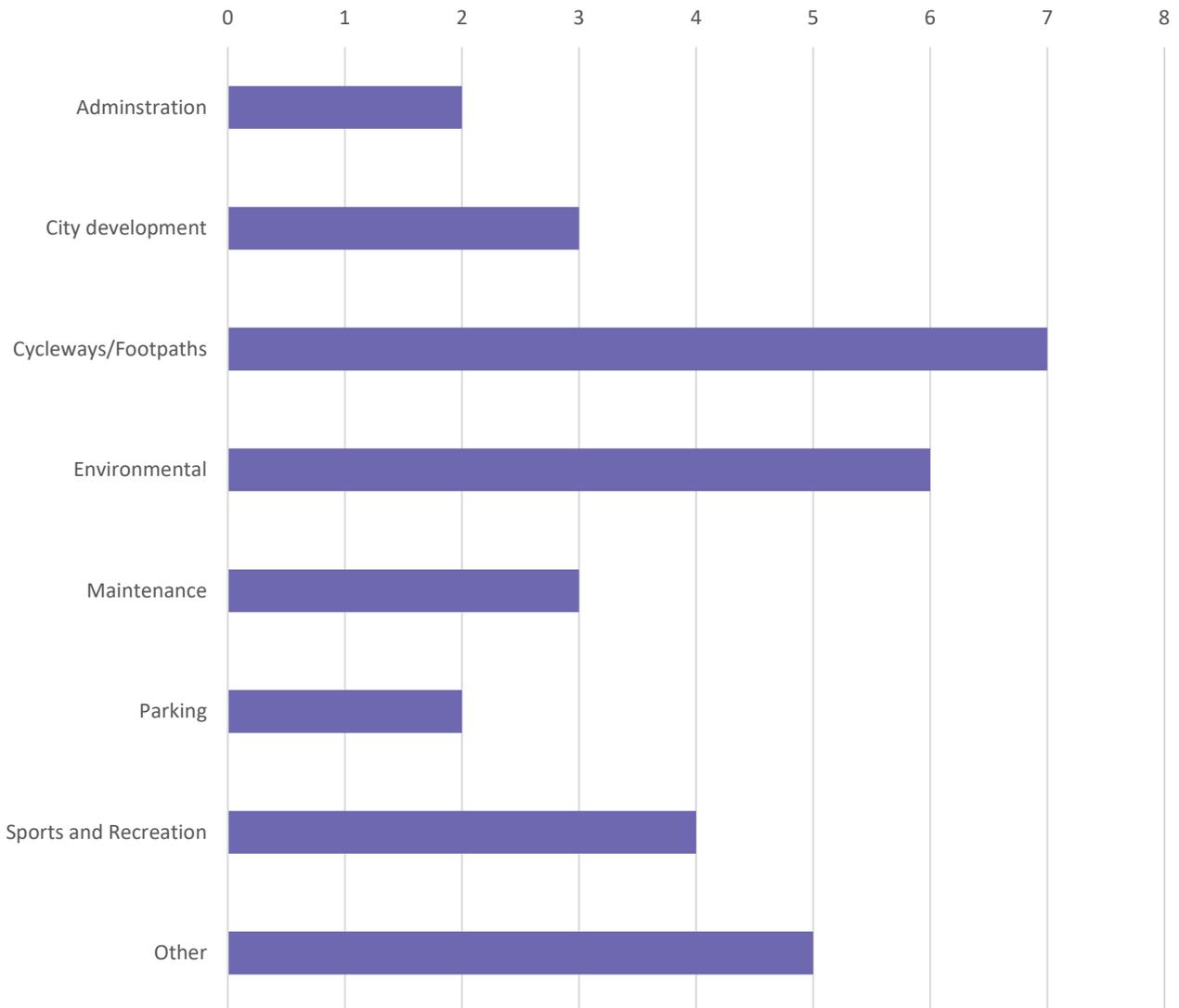
Number of Submissions



Submissions by wards



24 submissions with 32 matters raised



Administration

- More compliance offers to make dog owners comply.
- Employ more rangers. The team does an amazing job and are outstanding representatives of the council.

Sports and Recreation

- Gregson Park improvements.
- 2 x indoor aquatic center.
- Positive note on the funding allocation to parks and recreation.

Parking

- More free parking for the workers of Newcastle.
- More free parking around our beaches, foreshore and honeysuckle on weekends.

City Development

- 2 x very impressed with the development along and beyond the light rail.
- Maintain our old buildings.

Cycleways

- Not enough money on cycleways.
- More focus on connecting off road cycleways with new cycleways.
- More cycleway around the city.
- 3 x more investment on footpath repair.

Environment

- More investment in biodiversity and bushlands.
- More focus on protecting existing urban trees and on planting of new urban parkland and street trees.
- Climate change.
- Green waste bins in and around the city.
- More environment education at schools.

Maintenance

- Maintenance request for Billy St Oval drainage damage.
- Request for budget for lights on Cowper Street Bridge.
- New Lambton needs more attention.

Other

- Beresfield childcare fees are too high.
- More live music venues.
- Wi-Fi throughout the west end.
- Charge stations for electric bike and phone/device.
- Wonderful to see the spend on our libraries, museum and other cultural services.

**ORDINARY COUNCIL MEETING
25 JUNE 2019**

**CCL 25/06/19
ADOPTION OF THE CODE OF CONDUCT AND ITS ASSOCIATED
PROCEDURES**

- Attachment A:** Code of Conduct for Councillors
Attachment B: Code of Conduct for Staff
Attachment C: Code of Conduct for Council Committee Members, Delegates
of Council and Council Advisors
Attachment D: Procedures for the Administration of the Code of Conduct

DISTRIBUTED UNDER SEPARATE COVER

Code of Conduct for Councillors

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Part 1 Introduction

This Code of Conduct (Code) applies to Councillors. It is based on the *Model Code of Conduct for Local Councils in NSW* (the Model Code of Conduct) which has been prescribed under the *Local Government (General) Regulation 2005* (the Regulation).

Section 440 of the *Local Government Act 1993* (Act) requires every council and joint organisation to adopt a code of conduct that incorporates the provisions of the Model Code of Conduct. A council's or joint organisation's adopted code of conduct may also include provisions that supplement the Model Code of Conduct and that extend its application to persons that are not "Council officials" for the purposes of the Model Code of Conduct (eg volunteers, contractors and members of wholly advisory Committees).

The Model Code of Conduct sets the minimum standards of conduct for CN officials. It is prescribed by regulation to assist CN officials to:

- understand and comply with the standards of conduct that are expected of them
- enable them to fulfil their statutory duty to act honestly and exercise a reasonable degree of care and diligence (section 439)
- act in a way that enhances public confidence in local government.

Councillors, members of staff of councils, delegates of councils, (including members of council committees that are delegates of a council) and any other person a council's adopted code of conduct applies to, must comply with the applicable provisions of their council's code of conduct. It is the personal responsibility of CN officials to comply with the standards in the code and to regularly review their personal circumstances and conduct with this in mind.

Failure by a Councillor to comply with the standards of conduct prescribed under this Code constitutes misconduct for the purposes of the Act. The Act provides for a range of penalties that may be imposed on Councillors 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.

Part 2 General conduct obligations

General conduct

- 2.1 You must not conduct yourself in a manner that:
- a) is likely to bring CN or other CN officials into disrepute
 - b) is contrary to statutory requirements or CN's administrative requirements or policies
 - c) is improper or unethical
 - d) is an abuse of power
 - e) causes, comprises or involves intimidation or verbal abuse
 - f) involves the misuse of your position to obtain a private benefit
 - g) constitutes harassment or bullying behaviour under this Code, or is unlawfully discriminatory.
- 2.2 You must act lawfully, honestly and exercise a reasonable degree of care and diligence in carrying out your functions under the Act or any other Act (section 439).
- 2.3 You must treat others with respect at all times.

Fairness and equity

- 2.4 You must consider issues consistently, promptly and fairly. You must deal with matters in accordance with established procedures, in a non-discriminatory manner.
- 2.5 You must take all relevant facts known to you, or that you should be reasonably aware of, into consideration and have regard to the particular merits of each case. You must not take irrelevant matters or circumstances into consideration when making decisions.
- 2.6 An act or omission in good faith, whether or not it involves error, will not constitute a breach of clauses 2.4 or 2.5.

Harassment and discrimination

- 2.7 You must not harass or unlawfully discriminate against others, or support others who harass or unlawfully discriminate against others. This includes, but is not limited to, harassment and discrimination on the grounds of sex, pregnancy, breastfeeding, age, race, responsibilities as a carer, marital or domestic status, disability, homosexuality, transgender status, infectious disease or political, religious or other affiliation.
- 2.8 For the purposes of this code, "harassment" is any form of behaviour towards a person that:
- a) is not wanted by the person
 - b) offends, humiliates or intimidates the person, and
 - c) creates a hostile environment.

Bullying

- 2.9 You must not engage in bullying behaviour towards others.
- 2.10 For the purposes of this Code, "bullying behaviour" is any behaviour in which:
- a) a person or a group of people repeatedly behaves unreasonably towards another person or a group of persons; and

- b) the behaviour creates a risk to health and safety.
- 2.11 Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:
- a) aggressive, threatening or intimidating conduct
 - b) belittling or humiliating comments
 - c) spreading malicious rumours
 - d) teasing, practical jokes or 'initiation ceremonies'
 - e) exclusion from work-related events
 - f) unreasonable work expectations, including too much or too little work, or work below or beyond a worker's skill level
 - g) displaying offensive material
 - h) pressure to behave in an inappropriate manner.
- 2.12 Reasonable management action carried out in a reasonable manner does not constitute bullying behaviour for the purposes of this Code. Examples of reasonable management action may include, but are not limited to:
- a) performance management processes
 - b) disciplinary action for misconduct
 - c) informing a worker about unsatisfactory work performance or inappropriate work behaviour
 - d) directing a worker to perform duties in keeping with their job
 - e) maintaining reasonable workplace goals and standards
 - f) legitimately exercising a regulatory function
 - g) legitimately implementing a Council policy or administrative processes.

Work health and safety

- 2.13 All CN officials, including Councillors, owe statutory duties under the *Work Health and Safety Act 2011* (WH&S Act). You must comply with your duties under the WH&S Act and your responsibilities under any policies or procedures adopted by CN to ensure workplace health and safety. Specifically, you must:
- a) take reasonable care for your own health and safety
 - b) take reasonable care that your acts or omissions do not adversely affect the health and safety of other persons
 - c) comply, so far as you are reasonably able, with any reasonable instruction that is given to ensure compliance with the WH&S Act and any policies or procedures adopted by CN to ensure workplace health and safety
 - d) cooperate with any reasonable policy or procedure of CN relating to workplace health or safety that has been notified to CN staff
 - e) report accidents, incidents, near misses, to the CEO or such other staff member nominated by the CEO, and take part in any incident investigations
 - f) so far as is reasonably practicable, consult, co-operate and coordinate with all others who have a duty under the WH&S Act in relation to the same matter.

Land use planning, development assessment and other regulatory functions

- 2.14 You must ensure that land use planning, development assessment and other regulatory decisions are properly made, and that all parties are dealt with fairly. You must avoid any occasion for suspicion of improper conduct in the exercise of land use planning, development assessment and other regulatory functions.
- 2.15 In exercising land use planning, development assessment and other regulatory functions, you must ensure that no action, statement or communication between yourself and others conveys any suggestion of willingness to improperly provide concessions or preferential or unduly unfavourable treatment.

Binding caucus votes

- 2.16 You must not participate in binding caucus votes in relation to matters to be considered at Council or Committee meeting.
- 2.17 For the purposes of clause 2.16, a binding caucus vote is a process whereby a group of Councillors are compelled by a threat of disciplinary or other adverse action to comply with a predetermined position on a matter before the Council or Committee meeting, irrespective of the personal views of individual members of the group on the merits of the matter before the Council or Committee.
- 2.18 Clause 2.16 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.
- 2.19 Clause 2.16 does not apply to a decision to elect the Lord Mayor or Deputy Lord Mayor, or to nominate a person to be a member of a CN Committee or a representative of CN on an external body.

Obligations in relation to meetings

- 2.20 You must comply with rulings by the chair at Council and Committee meetings or other proceedings of the Council unless a motion dissenting from the ruling is passed.
- 2.21 You must not engage in bullying behaviour (as defined under this Part) towards the chair, other CN officials or any members of the public present during Council or Committee meetings or other proceedings of the Council (such as, but not limited to, workshops and briefing sessions).
- 2.22 You must not engage in conduct that disrupts Council or Committee meetings or other proceedings of the Council (such as, but not limited to, workshops and briefing sessions), or that would otherwise be inconsistent with the orderly conduct of meetings.
- 2.23 If you are a Councillor, you must not engage in any acts of disorder or other conduct that is intended to prevent the proper or effective functioning of the Council or Committee. Without limiting this clause, you must not:
- a) leave a meeting of the Council or a Committee for the purposes of depriving the meeting of a quorum, or
 - b) submit a rescission motion with respect to a decision for the purposes of voting against it to prevent another Councillor from submitting a rescission motion with respect to the same decision, or
 - c) deliberately seek to impede the consideration of business at a meeting.

Part 3 Pecuniary interests

What is a pecuniary interest?

- 3.1 A pecuniary interest is an interest you have in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to you or a person referred to in clause 3.3.
- 3.2 You will not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision you might make in relation to the matter, or if the interest is of a kind specified in clause 3.6.
- 3.3 For the purposes of this Part, you will have a pecuniary interest in a matter if the pecuniary interest is:
- a) your interest, or
 - b) the interest of your spouse or de facto partner, your relative, or your partner or employer, or
 - c) a company or other body of which you, or your nominee, partner or employer, is a shareholder or member.
- 3.4 For the purposes of clause 3.3:
- a) Your “relative” is any of the following:
 - i) your parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
 - ii) your spouse’s or de facto partner’s parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
 - iii) the spouse or de facto partner of a person referred to in paragraphs (i) and (ii).
 - b) “de facto partner” has the same meaning as defined in section 21C of the *Interpretation Act 1987*.
- 3.5 You will not have a pecuniary interest in relation to a person referred to in subclauses 3.3(b) or (c):
- a) if you are unaware of the relevant pecuniary interest of your spouse, de facto partner, relative, partner, employer or company or other body, or
 - b) just because the person is a member of, or is employed by, a council or a statutory body, or is employed by the Crown, or
 - c) just because 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.

What interests do not have to be disclosed?

- 3.6 You do not have to disclose the following interests for the purposes of this Part:
- a) your interest as an elector
 - b) your interest as a ratepayer or person liable to pay a charge
 - c) an interest you 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 you 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 your relative by CN

in the same manner and subject to the same conditions as apply to persons who are not subject to this Code

- e) an interest you have as a member of a club or other organisation or association, unless the interest is as the holder of an office in the club or organisation (whether remunerated or not)
- f) an interest you 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
- g) an interest you have arising from the proposed making by CN of an agreement between CN and a corporation, association or partnership, being a corporation, association or partnership that has more than 25 members, if the interest arises because your 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
- h) an interest you have arising from the making by CN of a contract or agreement with your relative for, or in relation to, any of the following, 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 CN in respect of similar matters with other residents of the area:
 - i) the performance by CN at the expense of your relative of any work or service in connection with roads or sanitation
 - ii) security for damage to footpaths or roads
 - iii) any other service to be rendered, or act to be done, by CN by or under any Act conferring functions on CN, or by or under any contract
- i) an interest relating to the payment of fees to Councillors (including the Lord Mayor and Deputy Lord Mayor)
- j) an interest relating to the payment of expenses and the provision of facilities to Councillors (including the Lord Mayor and Deputy Lord Mayor) in accordance with a policy under section 252 of the Act
- k) an interest relating to an election to the office of Lord Mayor arising from the fact that a fee for the following 12 months has been determined for the office of Lord Mayor
- l) an interest of a person arising from the passing for payment of a regular account for the wages or salary of an employee who is a relative of the person
- m) an interest arising from being covered by, or a proposal to be covered by, indemnity insurance as a Councillor
- n) an interest arising from the appointment of a Councillor to a body as a representative or delegate of CN, whether or not a fee or other recompense is payable to the representative or delegate.

3.7 For the purposes of clause 3.6, “relative” has the same meaning as in clause 3.4, but includes your spouse or de facto partner.

What disclosures must be made by a Councillor?

3.8 A Councillor:

- a) must prepare and submit written returns of interests in accordance with clause 3.9, and
- b) must disclose pecuniary interests in accordance with clause 3.16 and comply with clause 3.17 where it is applicable.

Disclosure of interests in written returns

- 3.9 A Councillor must make and lodge with the CEO a return in the form set out in Schedule 2 to this code, disclosing the Councillor's interests as specified in Schedule 1 to this code within 3 months after:
- becoming a Councillor, and
 - 30 June of each year, and
 - the Councillor becoming aware of an interest they are required to disclose under schedule 1 that has not been previously disclosed in a return lodged under paragraphs (a) or (b).
- 3.10 A person need not make and lodge a return under clause 3.9, paragraphs (a) and (b) if:
- they made and lodged a return under that clause in the preceding 3 months, or
 - they have ceased to be a Councillor in the preceding 3 months.
- 3.11 A person must not make and lodge a return that the person knows or ought reasonably to know is false or misleading in a material particular.
- 3.12 The CEO must keep a register of returns required to be made and lodged with the CEO.
- 3.13 Returns required to be lodged with the CEO under clause 3.9 (a) and (b) must be tabled at the first meeting of Council after the last day the return is required to be lodged.
- 3.14 Returns required to be lodged with the CEO under clause 3.9 (c) must be tabled at the next Council meeting after the return is lodged.
- 3.15 Information contained in returns made and lodged under clause 3.9 is to be made publicly available in accordance with the requirements of the *Government Information (Public Access) Act 2009*, the *Government Information (Public Access) Regulation 2009* and any guidelines issued by the Information Commissioner.

Disclosure of pecuniary interests at meetings

- 3.16 A Councillor who has a pecuniary interest in any matter with which the Council is concerned, and who is present at a meeting of the Council or Committee at which the matter is being considered, must disclose the nature of the interest to the meeting as soon as practicable.
- 3.17 The Councillor must not be present at, or in sight of, the meeting of the Council or Committee:
- at any time during which the matter is being considered or discussed by the Council or Committee, or
 - at any time during which the Council or Committee is voting on any question in relation to the matter.
- 3.18 In the case of a meeting of a board of a joint organisation, a voting representative is taken to be present at the meeting for the purposes of clauses 3.16 and 3.17 where they participate in the meeting by telephone or other electronic means.
- 3.19 A disclosure made at a meeting of a Council or Council Committee must be recorded in the minutes of the meeting.
- 3.20 A general notice may be given to the CEO in writing by a Councillor to the effect that the Councillor, or the Councillor's spouse, de facto partner or relative, is:
- a member of, or in the employment of, a specified company or other body, or
 - a partner of, or in the employment of, a specified person.

Such a notice is, unless and until the notice is withdrawn or until the end of the term of the Council in which it is given (whichever is the sooner), sufficient disclosure of the Councillor's interest in a matter relating to the specified company, body or person that

may be the subject of consideration by the Council or CN Committee after the date of the notice.

- 3.21 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 the Councillor has an interest in the matter of a kind referred to in clause 3.6.
- 3.22 A person does not breach clauses 3.16 or 3.17 if the person 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 pecuniary interest.
- 3.23 Despite clause 3.17, a Councillor who has a pecuniary interest in a matter may participate in a decision to delegate consideration of the matter in question to another person or body.
- 3.24 Clause 3.17 does not apply to a Councillor who has a pecuniary interest in a matter that is being considered at a meeting 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 CN'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 CN's area, and
 - b) the pecuniary interest arises only because of an interest of the Councillor in the Councillor's principal place of residence or an interest of another person (whose interests are relevant under clause 3.3) in that person's principal place of residence, and
 - c) the Councillor made a special disclosure under clause 3.25 in relation to the interest before the commencement of the meeting.
- 3.25 A special disclosure of a pecuniary interest made for the purposes of clause 3.24(c) must:
 - a) be in the form set out in schedule 3 of this code and contain the information required by that form, and
 - b) be laid on the table at a meeting of the Council as soon as practicable after the disclosure is made, and the information contained in the special disclosure is to be recorded in the minutes of the meeting.
- 3.26 The Minister for Local Government may, conditionally or unconditionally, allow a Councillor who has a pecuniary interest in a matter with which CN is concerned to be present at a meeting of the Council or Committee, to take part in the consideration or discussion of the matter and to vote on 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.
- 3.27 A Councillor with a pecuniary interest in a matter who is permitted to be present at a meeting of the Council or Committee, to take part in the consideration or discussion of the matter and to vote on the matter under clause 3.26, must still disclose the interest they have in the matter in accordance with clause 3.16.

Part 4 Non-Pecuniary conflicts of interest

What is a non-pecuniary conflict of interest?

- 4.1 Non-pecuniary interests are private or personal interests a CN official has that do not amount to a pecuniary interest as defined in clause 3.1 of this code. These commonly arise out of family or personal relationships, or out of involvement in sporting, social, religious or other cultural groups and associations, and may include an interest of a financial nature.
- 4.2 A non-pecuniary conflict of interest exists where a reasonable and informed person would perceive that you could be influenced by a private interest when carrying out your official functions in relation to a matter.
- 4.3 The personal or political views of a CN official do not constitute a private interest for the purposes of clause 4.2.
- 4.4 Non-pecuniary conflicts of interest must be identified and appropriately managed to uphold community confidence in the probity of Council decision-making. The onus is on you to identify any non-pecuniary conflict of interest you may have in matters that you deal with, to disclose the interest fully and in writing, and to take appropriate action to manage the conflict in accordance with this code.
- 4.5 When considering whether or not you have a non-pecuniary conflict of interest in a matter you are dealing with, it is always important to think about how others would view your situation.

Managing non-pecuniary Conflict of Interests

- 4.6 Where you have a non-pecuniary conflict of interest in a matter for the purposes of clause 4.2, you must disclose the relevant private interest you have in relation to the matter fully and in writing as soon as practicable after becoming aware of the non-pecuniary conflict of interest and on each occasion on which the non-pecuniary conflict of interest arises in relation to the matter.
- 4.7 If a disclosure is made at a Council or Committee meeting, both the disclosure and the nature of the interest must be recorded in the minutes on each occasion on which the non-pecuniary conflict of interest arises. This disclosure constitutes disclosure in writing for the purposes of clause 4.6.
- 4.8 How you manage a non-pecuniary conflict of interest will depend on whether or not it is significant.
- 4.9 As a general rule, a non-pecuniary conflict of interest will be significant where it does not involve a pecuniary interest for the purposes of clause 3.1, but it involves:
 - a) a relationship between a CN Official and another person who is affected by a decision or a matter under consideration that is particularly close, such as a current or former spouse or de facto partner, a relative for the purposes of clause 3.4 or another person from the CN Official's extended family that the CN Official has a close personal relationship with, or another person living in the same household;
 - b) other relationships with persons who are affected by a decision or a matter under consideration that are particularly close, such as friendships and business relationships. Closeness is defined by the nature of the friendship or business relationship, the frequency of contact and the duration of the friendship or relationship;
 - c) an affiliation between the CN Official and an organisation (such as a sporting body, club, religious, cultural or charitable organisation, corporation or association) that is affected by a decision or a matter under consideration that is particularly strong. The strength of a CN Official's affiliation with an organisation is to be determined

by the extent to which they actively participate in the management, administration or other activities of the organisation;

- d) membership, as CN representative, of the board or management Committee of an organisation that is affected by a decision or a matter under consideration, in circumstances where the interests of CN and the organisation are potentially in conflict in relation to the particular matter;
 - e) a financial interest (other than an interest of a type referred to in clause 3.6) that is not a pecuniary interest for the purposes of clause 3.1; or
 - f) the conferral or loss of a personal benefit other than one conferred or lost as a member of the community or a broader class of people affected by a decision.
- 4.10 Significant non-pecuniary conflicts of interest must be managed in one of two ways:
- a) by not participating in consideration of, or decision making in relation to, the matter in which you have the significant non-pecuniary conflict of interest and the matter being allocated to another person for consideration or determination, or
 - b) if the significant non-pecuniary conflict of interest arises in relation to a matter under consideration at a Council or Committee meeting, by managing the conflict of interest as if you had a pecuniary interest in the matter by complying with clauses 3.16 and 3.17.
- 4.11 If you determine that a non-pecuniary conflict of interest in a matter that is not significant and does not require further action, 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.
- 4.12 Despite clause 4.10(b), a Councillor who has a significant non-pecuniary conflict of interest in a matter, may participate in a decision to delegate consideration of the matter in question to another body or person.

Political donations

- 4.13 Councillors should be aware that matters before Council and Committee meetings involving their political donors may give rise to a non-pecuniary conflict of interest.
- 4.14 Where you are a Councillor and have received or knowingly benefitted from a reportable political donation:
- a) made by a major political donor in the previous four years, and
 - b) where the major political donor has a matter before Council,
- then you must declare a non-pecuniary conflict of interest in the matter, disclose the nature of the interest, and manage the conflict of interest as if you had a pecuniary interest in the matter by complying with clauses 3.16 and 3.17. A disclosure made under this clause must be recorded in the minutes of the meeting.
- 4.15 For the purposes of this Part:
- a) a “reportable political donation” has the same meaning as it has in section 6 of the Electoral Funding Act 2018
 - b) a “major political donor” has the same meaning as it has in the Electoral Funding Act 2018.
- 4.16 Councillors should note that political donations that are not a “reportable political donation”, or political donations to a registered political party or group by which a Councillor is endorsed, may still give rise to a non-pecuniary conflict of interest. Councillors should determine whether or not such conflicts are significant for the purposes of clause 4.9 and take the appropriate action to manage them.

4.17 Despite clause 4.14, a Councillor who has received or knowingly benefitted from a reportable political donation of the kind referred to in that clause, may participate in a decision to delegate consideration of the matter in question to another body or person.

Loss of quorum as a result of compliance with this Part

4.18 A Councillor who would otherwise be precluded from participating in the consideration of a matter under this Part because they have a non-pecuniary conflict of interest in the matter is permitted to participate in consideration of the matter 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 CN'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 CN's area, and
- b) the non-pecuniary conflict of interest arises only because of an interest that a person has in that person's 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 accordance with clause 4.6.

4.19 The Minister for Local Government may, conditionally or unconditionally, allow a Councillor who is precluded under this Part from participating in the consideration of a matter to be present at a meeting of the Council or Committee, to take part in the consideration or discussion of the matter and to vote on 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.

4.20 Where the Minister exempts a Councillor from complying with a requirement under this Part under clause 4.19, the Councillor must still disclose any interests they have in the matter the exemption applies to, in accordance with clause 4.6.

Personal dealings with CN

4.21 You may have reason to deal with Council in your personal capacity (for example, as a ratepayer, recipient of a CN service or applicant for a development consent granted by CN). You must not expect or request preferential treatment in relation to any matter in which you have a private interest because of your position. You must avoid any action that could lead members of the public to believe that you are seeking preferential treatment.

4.22 You must undertake any personal dealings you have with CN in a manner that is consistent with the way other members of the community deal with CN. You must also ensure that you disclose and appropriately manage any conflict of interest you may have in any matter in accordance with the requirements of this code.

Part 5 Personal benefit

- 5.1 For the purposes of this Part, a gift or benefit is something offered to or received by a CN official or someone personally associated with them for their personal use and enjoyment.
- 5.2 A reference to a gift or benefit in this Part does not include:
- a) a political donation for the purposes of the *Electoral Funding Act 2018*
 - b) a gift provided to CN as part of a cultural exchange or sister-city relationship that is not converted for the personal use or enjoyment of any individual CN official or someone personally associated with them
 - c) attendance by a CN official at a work-related event or function for the purposes of performing their official duties, or
 - d) free or subsidised meals, beverages or refreshments of token value provided to CN officials in conjunction with the performance of their official duties such as, but not limited to:
 - i) the discussion of official business
 - ii) work-related events such as CN-sponsored or community events, training, education sessions or workshops
 - iii) conferences
 - iv) CN functions or events
 - v) social functions organised by groups, such as CN Committees and community organisations.

Gifts and benefits

- 5.3 You must avoid situations that would give rise to the appearance that a person or body is attempting to secure favourable treatment from you or from the CN, through the provision of gifts, benefits or hospitality of any kind to you or someone personally associated with you.
- 5.4 A gift or benefit is deemed to have been accepted by you for the purposes of this Part, where it is received by you or someone personally associated with you. .

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

- 5.5 You must not:
- a) seek or accept a bribe or other improper inducement;
 - b) seek gifts or benefits of any kind;
 - c) accept any gift or benefit that may create a sense of obligation on your part, or may be perceived to be intended or likely to influence you in carrying out your public duty;
 - d) subject to clause 5.7, accept any gift or benefit of more than token value as defined by clause 5.9;
 - e) accept an offer of cash or a cash-like gift as defined by clause 5.13, regardless of the amount;
 - f) participate in competitions for prizes where eligibility is based on CN being in or entering into a customer–supplier relationship with the competition organiser;
 - g) personally benefit from reward points programs when purchasing on behalf of CN.
- 5.6 Where you receive a gift or benefit of any value other than one referred to in clause 5.2, you must disclose this promptly to the CEO in writing. The recipient or CEO must ensure that, at a minimum, the following details are recorded in CN's gift register:

- a) the nature of the gift or benefit
 - b) the estimated monetary value of the gift or benefit
 - c) the name of the person who provided the gift or benefit, and
 - d) the date on which the gift or benefit was received.
- 5.7 Where you receive a gift or benefit of more than a token value that cannot reasonably be refused or returned, the gift or benefit must be surrendered to CN, unless the nature of the gift or benefit makes this impractical.

Gifts and benefits of token value

- 5.8 You may accept gifts and benefits of token value. Gifts and benefits of token value are one or more gifts or benefits received from a person or organisation over a 12-month period that, when aggregated, do not exceed a value of \$50. They include, but are not limited to:
- a) invitations to and attendance at local social, cultural or sporting events with a ticket value that does not exceed \$50
 - b) gifts of alcohol that do not exceed a value of \$50
 - c) ties, scarves, coasters, tie pins, diaries, chocolates or flowers or the like
 - d) prizes or awards that do not exceed \$50 in value.

Gifts and benefits of more than token value

- 5.9 Gifts or benefits that exceed \$50 in value are gifts or benefits of more than token value for the purposes of clause 5.5(d) and, subject to clause 5.7, must not be accepted.
- 5.10 Gifts and benefits of more than token value include, but are not limited to, tickets to major sporting events (such as international matches or matches in national sporting codes) with a ticket value that exceeds \$50, corporate hospitality at a corporate facility at major sporting events, free or discounted products or services for personal use provided on terms that are not available to the general public or a broad class of persons, the use of holiday homes, artworks, free or discounted travel.
- 5.11 Where you have accepted a gift or benefit of token value from a person or organisation, you must not accept a further gift or benefit from the same person or organisation or another person associated with that person or organisation within a single 12-month period where the value of the gift, added to the value of earlier gifts received from the same person or organisation, or a person associated with that person or organisation, during the same 12-month period would exceed \$50 in value.
- 5.12 For the purposes of this Part, the value of a gift or benefit is the monetary value of the gift or benefit inclusive of GST.

“Cash-like gifts”

- 5.13 For the purposes of clause 5.5(e), “cash-like gifts” include but are not limited to, gift vouchers, credit cards, debit cards with credit on them, prepayments such as phone or internet credit, lottery tickets, memberships or entitlements to discounts that are not available to the general public or a broad class of persons.

Improper and undue influence

- 5.14 You must not use your position to influence other CN Officials in the performance of their official functions to obtain a private benefit for yourself or for somebody else. A Councillor will not be in breach of this clause where they seek to influence other CN Officials through the appropriate exercise of their role as prescribed under the Act.
- 5.15 You must not take advantage (or seek to take advantage) of your status or position with CN, or of functions you perform for CN, in order to obtain a private benefit for yourself or for any other person or body.

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Part 6 Relationships between CN Officials

Obligations of Councillors

- 6.1 Each Council is a body politic. The Councillors are the governing body of the CN. Under section 223 of the Act, the role of the governing body of CN includes the development and endorsement of the strategic plans, programs, strategies and policies of CN, including those relating to workforce policy, and to keep the performance of CN under review.
- 6.2 Councillors must not:
- a) direct CN staff other than by giving appropriate direction to the CEO by way of Council or Committee resolution, or by the Lord Mayor exercising their functions under section 226 of the Act;
 - b) in any public or private forum, direct or influence, or attempt to direct or influence, any other member of CN staff or a CN Delegate in the exercise of the functions of the staff member or delegate;
 - c) contact a member of CN staff on Council-related business unless in accordance with the policy and procedures governing the interaction of Councillors and CN staff that have been authorised by Council and the CEO.
 - d) contact or issue instructions to any of CN's contractors, including CN's legal advisers, unless by the Lord Mayor exercising their functions under section 226 of the Act.
- 6.3 Despite clause 6.2, Councillors may contact the CN's external auditor or the chair of CN'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.

Obligations of staff

- 6.4 Under section 335 of the Act, the role of the CEO includes conducting the day-to-day management of CN in accordance with the strategic plans, programs, strategies and policies of CN, implementing without undue delay, lawful decisions of Council and ensuring that the Lord Mayor and other Councillors are given timely information and advice and the administrative and professional support necessary to effectively discharge their official functions.
- 6.5 Members of CN staff must:
- a) give their attention to the business of CN while on duty;
 - b) ensure that their work is carried out ethically, efficiently, economically and effectively;
 - c) carry out reasonable and lawful directions given by any person having authority to give such directions;
 - d) give effect to the lawful decisions, policies, and procedures of the Council, whether or not the staff member agrees with or approves of them; and
 - e) ensure that any participation in political activities outside the service of CN does not interfere with the performance of their official duties.

Inappropriate interactions

- 6.6 You must not engage in any of the following inappropriate interactions:
- a) Councillors approaching staff and staff organisations to discuss individual or operational staff matters (other than matters relating to broader workforce policy), grievances, workplace investigations and disciplinary matters.

- b) CN staff approaching Councillors to discuss individual or operational staff (other than matters relating to broader workforce policy), grievances, workplace investigations and disciplinary matters.
- c) subject to Part 7, CN staff refusing to give information that is available to other Councillors to a particular Councillor.
- d) Councillors who have lodged an application with CN, discussing the matter with CN staff in staff-only areas of CN.
- e) Councillors approaching members of local planning panels or discussing any application that is either before the panel or that will come before the panel at some future time, except during a panel meeting where the application forms part of the agenda and the Councillor has a right to be heard by the panel at the meeting.
- f) Councillors being overbearing or threatening to CN staff.
- g) CN staff being overbearing or threatening to Councillors.
- h) Councillors making personal attacks on CN staff or engaging in conduct towards staff that would be contrary to the general conduct provisions in Part 2 of this code in a public forums including social media.
- i) Councillors directing or pressuring CN staff in the performance of their work, or recommendations they should make.
- j) CN staff providing ad hoc advice to Councillors without recording or documenting the interaction as they would if the advice was provided to a member of the community.
- k) Councillors attending on-site inspection meetings with lawyers and/or consultants engaged by CN associated with current or proposed legal proceedings unless permitted to do so by CN's CEO or, in the case of the Lord Mayor, unless they are exercising their functions under section 226 of the Act.

Part 7 Access to information and Council resources

Councillor access to information

- 7.1 The CEO is responsible for ensuring that Councillors can access information necessary for the performance of their official functions. The CEO and Public Officer are also responsible for ensuring that members of the public can access publicly available CN information under the *Government Information (Public Access) Act 2009* (the GIPA Act).
- 7.2 The CEO must provide Councillors with the information necessary to effectively discharge their official functions.
- 7.3 Members of CN staff must provide full and timely information to Councillors sufficient to enable them to exercise their official functions and in accordance with CN procedures.
- 7.4 Members of CN staff who provide any information to a particular Councillor in the performance of their official functions must also make it available to any other Councillor who requests it and in accordance with CN procedures.
- 7.5 Councillors who have a private interest only in CN information have the same rights of access as any member of the public.
- 7.6 Despite clause 7.4, Councillors who are precluded from participating in the consideration of a matter under this code because they have a conflict of interest in the matter, are not entitled to request access to CN information in relation to the matter unless the information is otherwise available to members of the public, or CN has determined to make the information available under the GIPA Act.

Councillors to properly examine and consider information

- 7.7 Councillors must ensure that they comply with their duty under section 439 of the Act to act honestly and exercise a reasonable degree of care and diligence by properly examining and considering all the information provided to them relating to matters that they are required to make a decision on.

Refusal of access to documents

- 7.8 Where the CEO or Public Officer determine to refuse access to information requested by a Councillor, they must act reasonably. In reaching this decision they must take into account whether or not the information requested is necessary for the Councillor to perform their official functions (see clause 7.2) and whether they have disclosed a conflict of interest in the matter the information relates to that would preclude their participation in consideration of the matter (see clause 7.6). The CEO or Public Officer must state the reasons for the decision if access is refused.

Use of certain CN information

- 7.9 In regard to information obtained in your capacity as a CN Official, you must:
 - a) only access CN information needed for CN business;
 - b) not use that CN information for private purposes;
 - c) not seek or obtain, either directly or indirectly, any financial benefit or other improper advantage for yourself, or any other person or body, from any information to which you have by virtue of your office with CN; and
 - d) only release CN information in accordance with established CN policies and procedures and in compliance with relevant legislation.

Use and security of confidential information

- 7.10 You must maintain the integrity and security of confidential information in your possession, or for which you are responsible.
- 7.11 In addition to your general obligations relating to the use of CN information, you must:
- a) Only access confidential information that you have been authorised to access and only do so for the purposes of exercising your official functions
 - b) protect confidential information;
 - c) only release confidential information if you have authority to do so;
 - d) only use confidential information for the purpose it is intended to be used;
 - e) not use confidential information gained through your official position for the purpose of securing a private benefit for yourself or for any other person;
 - f) not use confidential information with the intention to cause harm or detriment to CN or any other person or body; and
 - g) not disclose any confidential information discussed during a confidential session of a Council or Committee meeting or any other confidential forum (such as, but not limited to, workshops or briefing sessions).

Personal Information

- 7.12 When dealing with Personal Information you 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) CN's privacy management plan; and
 - e) the Privacy Code of Practice for Local Government.

Use of Council resources

- 7.13 You must use CN resources ethically, effectively, efficiently and carefully in exercising your official functions, and must not use them for private purposes unless this use is lawfully authorised and proper payment is made where appropriate.
- 7.14 You must be scrupulous in your use of CN property, including intellectual property, official services, facilities, technology and electronic devices and must not permit their misuse by any other person or body.
- 7.15 You must avoid any action or situation that could create the appearance that CN property, official services or public facilities are being improperly used for your benefit or the benefit of any other person or body.
- 7.16 You must not use CN resources (including Council staff), property or facilities for the purpose of assisting your Election Campaign or the Election Campaign of others 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.
- 7.17 You must not use CN letterhead, CN crests, CN email or social media or other information that could give the appearance it is official CN material:
- a) for the purpose of assisting your Election Campaign or the Election Campaign of others, or
 - b) for other non-official purposes.
- 7.18 You must not convert any property of CN to your own use unless properly authorised.

Internet access

- 7.19 You must not use CN's computer resources or mobile or other devices to search for, access, download or communicate any material of an offensive, obscene, pornographic, threatening, abusive or defamatory nature, or that could otherwise lead to criminal penalty or civil liability and/or damage the CN's reputation.

Council record keeping

- 7.20 You must comply with the requirements of the *State Records Act 1998* and the CN's records management policy.
- 7.21 All information created, sent and received in your official capacity is a CN record and must be managed in accordance with the requirements of the *State Records Act 1998* and the CN's approved records management policies and practices.
- 7.22 All information stored in either soft or hard copy on CN supplied resources (including technology devices and email accounts) is deemed to be related to the business of CN and will be treated as CN records, regardless of whether the original intention was to create the information for personal purposes.
- 7.23 You must not destroy, alter, or dispose of CN information or records, unless authorised to do so. If you need to alter or dispose of CN information or records, you must do so in consultation with the CN's records manager and comply with the requirements of the *State Records Act 1998*.

Councillor access to Council buildings

- 7.24 Councillors are entitled to have access to the Council chamber, Committee room, Lord Mayor's office (subject to availability), Councillors' rooms, and public areas of CN's buildings during normal business hours and for meetings. Councillors needing access to these facilities at other times must obtain authority from the CEO.
- 7.25 Councillors must not enter staff-only areas of CN buildings without the approval of the CEO (or their delegate), or as provided for in the procedures governing the interaction of Councillors and CN staff.
- 7.26 Councillors must ensure that when they are within a staff-only area they refrain from conduct that could be perceived to improperly influence CN staff decisions.

Part 8 Maintaining the integrity of this code

Complaints made for an improper purpose

- 8.1 You 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.
- 8.2 For the purposes of clause 8.1, 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 CN official;
 - b) to damage another CN official's reputation;
 - c) to obtain a political advantage;
 - d) to influence a CN official in the exercise of their official functions or to prevent or disrupt the exercise of those functions;
 - e) to influence CN in the exercise of its functions or to prevent or disrupt the exercise of those functions;
 - f) to avoid disciplinary action under the Procedures;
 - g) to take reprisal action against a person for making a complaint alleging a breach of this code;
 - h) to take reprisal action against a person for exercising a function prescribed under the Procedures; and
 - i) to prevent or disrupt the effective administration of this code under the Procedures.

Detrimental action

- 8.3 You must not take detrimental action, or cause detrimental action to be taken, against a person substantially in reprisal for a complaint they have made alleging a breach of this Code.
- 8.4 You must not take detrimental action, or cause detrimental action to be taken, against a person substantially in reprisal for any function they have exercised under the Procedures.
- 8.5 For the purposes of clauses 8.3 and 8.4 detrimental action is an action causing, comprising or involving any of the following:
- a) injury, damage or loss;
 - b) intimidation or harassment;
 - c) discrimination, disadvantage or adverse treatment in relation to employment;
 - d) dismissal from, or prejudice in, employment; or
 - e) disciplinary proceedings.

Compliance with requirements under the Procedures

- 8.6 You must not engage in conduct that is calculated to impede or disrupt the consideration of a matter under the Procedures.
- 8.7 You must comply with a reasonable and lawful request made by a person exercising a function under the Procedures. A failure to make a written or oral submission invited under the Procedures will not constitute a breach of this clause.

- 8.8 You must comply with a practice ruling made by the Office under the Procedures.
- 8.9 Where you are a Councillor or the CEO, you must comply with any Council resolution requiring you to take action as a result of a breach of this Code.

Disclosure of information about the consideration of a matter under the Procedures

- 8.10 All allegations of breaches of this Code must be dealt with under and in accordance with the Procedures.
- 8.11 You must not allege breaches of this Code other than by way of a complaint made or initiated under the Procedures.
- 8.12 You must not make allegations about, or disclose information about, suspected breaches of this Code at Council, Committee or other meetings, whether open to the public or not, or in any other forum, whether public or not.
- 8.13 You must not disclose information about a complaint you have made alleging a breach of this Code or a matter being considered under the Procedures except for the purposes of seeking legal advice, unless the disclosure is otherwise permitted under the Procedures.
- 8.14 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 1994*.

Complaints alleging a breach of this Part

- 8.15 Complaints alleging a breach of this Part by a Councillor, are to be managed by the Office. This clause does not prevent the Office from referring an alleged breach of this Part back to CN for consideration in accordance with the Procedures.

SCHEDULE 1: DISCLOSURES OF INTERESTS AND OTHER MATTERS IN WRITTEN RETURNS SUBMITTED UNDER CLAUSE 3.9

Part 1: Preliminary

Definitions

1. For the purposes of the schedules to this code, the following definitions apply:

address means:

- a) in relation to a person other than a corporation, the last residential or business address of the person known to the Councillor or designated person disclosing the address, or
- b) in relation to a corporation, the address of the registered office of the corporation in New South Wales or, if there is no such office, the address of the principal office of the corporation in the place where it is registered, or
- c) in relation to any real property, the street address of the property.

de facto partner has the same meaning as defined in section 21C of the *Interpretation Act 1987*.

disposition of property means a conveyance, transfer, assignment, settlement, delivery, payment or other alienation of property, including the following:

- a) the allotment of shares in a company
- b) the creation of a trust in respect of property
- c) the grant or creation of a lease, mortgage, charge, easement, licence, power, partnership or interest in respect of 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 respect of 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 who intends by the transaction to diminish, directly or indirectly, the value of the person's own property and to increase the value of the property of another person.

gift means a disposition of property made otherwise than by will (whether or not by instrument in writing) without consideration, or with inadequate consideration, in money or money's worth passing from the person to whom the disposition was made to the person who made the disposition, but does not include a financial or other contribution to travel.

interest means:

- a) in relation to property, an estate, interest, right or power, at law or in equity, in or over the property, or
- b) in relation to a corporation, a relevant interest (within the meaning of section 9 of the *Corporations Act 2001* of the Commonwealth) in securities issued or made available by the corporation.

listed company means a company that is listed within the meaning of section 9 of the *Corporations Act 2001* of the Commonwealth.

occupation includes trade, profession and vocation.

professional or business association means an incorporated or unincorporated body or organisation having as one of its objects or activities the promotion of the economic interests of its members in any occupation.

property includes money.

return date means:

- a) in the case of a return made under clause 3.9(a), the date on which a person became a Councillor or designated person
- b) in the case of a return made under clause 3.9(b), 30 June of the year in which the return is made
- c) in the case of a return made under clause 3.9(c), the date on which the Councillor or designated person became aware of the interest to be disclosed.

relative includes any of the following:

- a) a person's spouse or de facto partner
- b) a person's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
- c) a person's spouse's or de facto partner's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
- d) the spouse or de facto partner of a person referred to in paragraphs (b) and (c).

travel includes accommodation incidental to a journey.

Matters relating to the interests that must be included in returns

2. *Interests etc. outside New South Wales:* A reference in this schedule or in schedule 2 to a disclosure concerning a corporation or other thing includes any reference to a disclosure concerning a corporation registered, or other thing arising or received, outside New South Wales.
3. *References to interests in real property:* A reference in this schedule or in schedule 2 to real property in which a Councillor or designated person has an interest includes a reference to any real property situated in Australia in which the designated person has an interest.
4. *Gifts, loans etc. from related corporations:* For the purposes of this schedule and schedule 2, gifts or contributions to travel given, loans made, or goods or services supplied, to a designated person by two or more corporations that are related to each other for the purposes of section 50 of the *Corporations Act 2001* of the Commonwealth are all given, made or supplied by a single corporation.

Part 2: Pecuniary interests to be disclosed in returns

Real property

5. A person making a return under clause 3.9 of this code must disclose:
 - a) the street address of each parcel of real property in which they had an interest on the return date, and
 - b) the street address of each parcel of real property in which they had an interest in the period since 30 June of the previous financial year, and
 - c) the nature of the interest.

6. An interest in a parcel of real property need not be disclosed in a return if the person making the return had the interest only:
 - a) as executor of the will, or administrator of the estate, of a deceased person and not as a beneficiary under the will or intestacy, or
 - b) as a trustee, if the interest was acquired in the ordinary course of an occupation not related to their duties as the holder of a position required to make a return.

7. An interest in a parcel of real property need not be disclosed in a return if the person ceased to hold the interest prior to becoming a Councillor or designated person.

8. For the purposes of clause 5 of this schedule, "interest" includes an option to purchase.

Gifts

9. A person making a return under clause 3.9 of this code must disclose:
 - a) a description of each gift received in the period since 30 June of the previous financial year, and
 - b) the name and address of the donor of each of the gifts.

10. A gift need not be included in a return if:
 - a) it did not exceed \$500, unless it was among gifts totalling more than \$500 made by the same person during a period of 12 months or less, or
 - b) it was a political donation disclosed, or required to be disclosed, under Part 3 of the *Electoral Funding Act 2018*, or
 - c) the donor was a relative of the donee, or
 - d) subject to paragraph (a), it was received prior to the person becoming a Councillor or designated person.

11. For the purposes of clause 10 of this schedule, the amount of a gift other than money is an amount equal to the value of the property given.

Contributions to travel

12. A person making a return under clause 3.9 of this code must disclose:
 - a) the name and address of each person who made any financial or other contribution to the expenses of any travel undertaken by the person in the period since 30 June of the previous financial year, and
 - b) the dates on which the travel was undertaken, and
 - c) the names of the states and territories, and of the overseas countries, in which the travel was undertaken.

13. A financial or other contribution to any travel need not be disclosed under this clause if it:
- a) was made from public funds (including a contribution arising from travel on free passes issued under an Act or from travel in government or CN vehicles), or
 - b) was made by a relative of the traveller, or
 - c) was made in the ordinary course of an occupation of the traveller that is not related to their functions as the holder of a position requiring the making of a return, or
 - d) did not exceed \$250, unless it was among gifts totalling more than \$250 made by the same person during a 12-month period or less, or
 - e) was a political donation disclosed, or required to be disclosed, under Part 3 of the *Electoral Funding Act 2018*, or
 - f) was made by a political party of which the traveller was a member and the travel was undertaken for the purpose of political activity of the party in New South Wales, or to enable the traveller to represent the party within Australia, or
 - g) subject to paragraph (d) it was received prior to the person becoming a Councillor or designated person.
14. For the purposes of clause 13 of this schedule, the amount of a contribution (other than a financial contribution) is an amount equal to the value of the contribution.

Interests and positions in corporations

15. A person making a return under clause 3.9 of this code must disclose:
- a) the name and address of each corporation in which they had an interest or held a position (whether remunerated or not) on the return date, and
 - b) the name and address of each corporation in which they had an interest or held a position in the period since 30 June of the previous financial year, and
 - c) the nature of the interest, or the position held, in each of the corporations, and
 - d) a description of the principal objects (if any) of each of the corporations, except in the case of a listed company.
16. An interest in, or a position held in, a corporation need not be disclosed if the corporation is:
- a) formed for the purpose of providing recreation or amusement, or for promoting commerce, industry, art, science, religion or charity, or for any other community purpose, and
 - b) required to apply its profits or other income in promoting its objects, and
 - c) prohibited from paying any dividend to its members.
17. An interest in a corporation need not be disclosed if the interest is a beneficial interest in shares in a company that does not exceed 10 per cent of the voting rights in the company.
18. An interest or a position in a corporation need not be disclosed if the person ceased to hold the interest or position prior to becoming a Councillor or designated person.

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

19. A person making a return under clause 3.9 of this code must disclose whether they were a property developer, or a close associate of a corporation that, or an individual who, is a property developer, on the return date.
20. For the purposes of clause 19 of this schedule:

close associate, in relation to a corporation or an individual, has the same meaning as it has in section 53 of the *Electoral Funding Act 2018*.

property developer has the same meaning as it has in Division 7 of Part 3 of the *Electoral Funding Act 2018*.

Positions in trade unions and professional or business associations

21. A person making a return under clause 3.9 of the code must disclose:
- a) the name of each trade union, and of each professional or business association, in which they held any position (whether remunerated or not) on the return date, and
 - b) the name of each trade union, and of each professional or business association, in which they have held any position (whether remunerated or not) in the period since 30 June of the previous financial year, and
 - c) a description of the position held in each of the unions and associations.
22. A position held in a trade union or a professional or business association need not be disclosed if the person ceased to hold the position prior to becoming a Councillor or designated person.

Dispositions of real property

23. A person making a return under clause 3.9 of this code must disclose particulars of each disposition of real property by the person (including the street address of the affected property) in the period since 30 June of the previous financial year, under which they wholly or partly retained the use and benefit of the property or the right to re-acquire the property.
24. A person making a return under clause 3.9 of this code must disclose particulars of each disposition of real property to another person (including the street address of the affected property) in the period since 30 June of the previous financial year, that is made under arrangements with, but is not made by, the person making the return, being a disposition under which the person making the return obtained wholly or partly the use of the property.
25. A disposition of real property need not be disclosed if it was made prior to a person becoming a designated person.

Sources of income

26. A person making a return under clause 3.9 of this code must disclose:
- a) each source of income that the person reasonably expects to receive in the period commencing on the first day after the return date and ending on the following 30 June, and
 - b) each source of income received by the person in the period since 30 June of the previous financial year.
27. A reference in clause 26 of this schedule to each source of income received, or reasonably expected to be received, by a person is a reference to:
- a) in relation to income from an occupation of the person:
 - (i) a description of the occupation, and
 - (ii) if the person is employed or the holder of an office, the name and address of their employer, or a description of the office, and
 - (iii) if the person has entered into a partnership with other persons, the name (if any) under which the partnership is conducted, or

- b) in relation to income from a trust, the name and address of the settlor and the trustee, or
- c) in relation to any other income, a description sufficient to identify the person from whom, or the circumstances in which, the income was, or is reasonably expected to be, received.

28. The source of any income need not be disclosed by a person in a return if the amount of the income received, or reasonably expected to be received, by the person from that source did not exceed \$500, or is not reasonably expected to exceed \$500, as the case may be.

29. The source of any income received by the person that they ceased to receive prior to becoming a designated person need not be disclosed.

Debts

30. A person making a return under clause 3.9 of this code must disclose the name and address of each person to whom the person was liable to pay any debt:

- a) on the return date, and
- b) at any time in the period since 30 June of the previous financial year.

31. A liability to pay a debt must be disclosed by a person in a return made under clause 3.9 whether or not the amount, or any part of the amount, to be paid was due and payable on the return date or at any time in the period since 30 June of the previous financial year, as the case may be.

32. A liability to pay a debt need not be disclosed by a person in a return if:

- a) the amount to be paid did not exceed \$500 on the return date or in the period since 30 June of the previous financial year, as the case may be, unless:
 - (i) the debt was one of two or more debts that the person was liable to pay to one person on the return date, or at any time in the period since 30 June of the previous financial year, as the case may be, and
 - (ii) the amounts to be paid exceeded, in the aggregate, \$500, or
- b) the person was liable to pay the debt to a relative, or
- c) in the case of a debt arising from a loan of money the person was liable to pay the debt to an authorised deposit-taking institution or other person whose ordinary business includes the lending of money, and the loan was made in the ordinary course of business of the lender, or
- d) in the case of a debt arising from the supply of goods or services:
 - (i) the goods or services were supplied in the period of 12 months immediately preceding the return date, or were supplied in the period since 30 June of the previous financial year, as the case may be, or
 - (ii) the goods or services were supplied in the ordinary course of any occupation of the person that is not related to their duties as the holder of a position required to make a return, or
- e) subject to paragraph (a), the debt was discharged prior to the person becoming a designated person.

Discretionary disclosures

33. A person may voluntarily disclose in a return any interest, benefit, advantage or liability, whether pecuniary or not, that is not required to be disclosed under another provision of this schedule.

SCHEDULE 2: FORM OF WRITTEN RETURN OF INTERESTS SUBMITTED UNDER CLAUSE 3.9

'Disclosures by Councillors and designated persons' return

1. The pecuniary interests and other matters to be disclosed in this return are prescribed by schedule 1 of the *Model Code of Conduct for Local Councils in NSW*.
2. If this is the first return you have been required to lodge with the CEO after becoming a Councillor or designated person, do not complete Parts C, D and I of the return. All other parts of the return should be completed with appropriate information based on your circumstances at the return date, that is, the date on which you became a Councillor or designated person.
3. If you have previously lodged a return with the CEO and you are completing this return for the purposes of disclosing a new interest that was not disclosed in the last return you lodged with the CEO, you must complete all parts of the return with appropriate information for the period from 30 June of the previous financial year or the date on which you became a designated person (whichever is the later date) to the return date which is the date you became aware of the new interest to be disclosed in your updated return.
4. If you have previously lodged a return with the CEO and are submitting a new return for the new financial year, you must complete all parts of the return with appropriate information for the 12-month period commencing on 30 June of the previous year to 30 June this year.
5. This form must be completed using block letters or typed.
6. 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.
7. If there are no pecuniary interests or other matters of the kind required to be disclosed under a heading in this form, the word "NIL" is to be placed in an appropriate space under that heading.

Important information

This information is being collected for the purpose of complying with clause 3.9 of the Code of Conduct for Councillors (the Code of Conduct).

You must not lodge a return that you know or ought reasonably to know is false or misleading in a material particular (see clause 3.11 of the Code of Conduct). Complaints about breaches of these requirements are to be referred to the Office of Local Government and may result in disciplinary action by CN, the Chief Executive of the Office of Local Government or the NSW Civil and Administrative Tribunal.

The information collected on this form will be kept by the CEO in a register of returns. The CEO is required to table all returns at a Council meeting.

Information contained in returns made and lodged under clause 3.9 is to be made publicly available in accordance with the requirements of the *Government Information (Public Access) Act 2009*, the *Government Information (Public Access) Regulation 2009* and any guidelines issued by the Information Commissioner.

You have an obligation to keep the information contained in this return up to date. If you become aware of a new interest that must be disclosed in this return, or an interest that you have previously failed to disclose, you must submit an updated return within three months of becoming aware of the previously undisclosed interest.

Disclosure of pecuniary interests and other matters by [full name of designated person]

as at [return date]

in respect of the period from [date] to [date]

[designated person's signature]
[date]

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
--	--------------------

B. Sources of income

1 Sources of income I reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June

Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
---------------------------	--	--

2 Sources of income I reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June

Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
-----------------------------	-----------------------------

3 Sources of other income I reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June

Sources of other income I received at any time since 30 June

[Include description sufficient to identify the person from whom, or the circumstances in which, that income was received]

C. Gifts

Description of each gift I received at any time since 30 June Name and address of donor

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
---	--------------------------------------	---

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
---	-----------------------------	----------------------------------	---

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position
---	-------------------------

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

I. Dispositions of property

1 Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

J. Discretionary disclosures

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SCHEDULE 3: FORM OF SPECIAL DISCLOSURE OF PECUNIARY INTEREST SUBMITTED UNDER CLAUSE 3.25

1. This form 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.

Important information

This information is being collected for the purpose of making a special disclosure of pecuniary interests under clause 3.24(c) of the Code of Conduct for Councillors (the Code of Conduct).

The special disclosure must relate only to a pecuniary interest that a Councillor has in the Councillor's principal place of residence, or an interest another person (whose interests are relevant under clause 3.3 of the Code of Conduct) has in that person's principal place of residence.

Clause 3.3 of the Code of Conduct states that you will have a pecuniary interest in a matter because of the pecuniary interest of your spouse or your de facto partner or your relative or because your business partner or employer has a pecuniary interest. You will also have a pecuniary interest in a matter because you, your nominee, your business partner or your employer is a member of a company or other body that has a pecuniary interest in the matter.

"Relative" is defined by clause 3.4 of the Code of Conduct as meaning your, your spouse's or your de facto partner's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child and the spouse or de facto partner of any of those persons.

You must not make a special disclosure that you know or ought reasonably to know is false or misleading in a material particular. Complaints about breaches of these requirements are to be referred to the Office of Local Government and may result in disciplinary action by the Chief Executive of the Office of Local Government or the NSW Civil and Administrative Tribunal.

This form must be completed by you before the commencement of the Council or Council Committee meeting at which the special disclosure is being made. The completed form must be tabled at the meeting. Everyone is entitled to inspect it. The special disclosure must be recorded in the minutes of the meeting.

Special disclosure of pecuniary interests by [full name of Councillor]

in the matter of [insert name of environmental planning instrument]

which is to be considered at a meeting of the [name of Council or Council Committee (as the case requires)]

to be held on the day of 20 .

Pecuniary interest	
Address of the affected principal place of residence of the Councillor or an associated person, company or body (the identified land)	
Relationship of identified land to the Councillor [Tick or cross one box.]	<input type="checkbox"/> The Councillor has an interest in the land (e.g. is the owner or has another interest arising out of a mortgage, lease, trust, option or contract, or otherwise). <input type="checkbox"/> An associated person of the Councillor has an interest in the land. <input type="checkbox"/> An associated company or body of the Councillor has an interest in the land.
Matter giving rise to pecuniary interest ¹	
Nature of the land that is subject to a change in zone/planning control by the proposed LEP (the subject land) ² [Tick or cross one box]	<input type="checkbox"/> The identified land. <input type="checkbox"/> Land that adjoins or is adjacent to or is in proximity to the identified land.
Current zone/planning control [Insert name of current planning instrument and identify relevant zone/planning control applying to the subject land]	

¹ Clause 3.1 of this Code of Conduct for Councillors (Code of Conduct) provides that a pecuniary interest is an interest that a person has in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to the person. A person does not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision the person might make in relation to the matter, or if the interest is of a kind specified in clause 3.6 of the Code of Conduct.

² A pecuniary interest may arise by way of a change of permissible use of land adjoining, adjacent to or in proximity to land in which a Councillor or a person, company or body referred to in clause 3.3 of the Code of Conduct has a proprietary interest.

Proposed change of zone/planning control <i>[Insert name of proposed LEP and identify proposed change of zone/planning control applying to the subject land]</i>	
Effect of proposed change of zone/planning control on Councillor or associated person <i>[Insert one of the following: "Appreciable financial gain" or "Appreciable financial loss"]</i>	

[If more than one pecuniary interest is to be declared, reprint the above box and fill in for each additional interest.]

Councillor's signature

Date

[This form is to be retained by the Council's CEO and included in full in the minutes of the meeting]

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Annexure A - Definitions

In this Code the following definitions apply:

Act	means the <i>Local Government Act 1993</i> (NSW).
Chief Executive Officer (CEO)	means the Chief Executive Officer of Newcastle City Council and includes their delegate or authorised representative. References to the CEO are references to the General Manager appointed under the Act.
City of Newcastle (CN)	means Newcastle City Council. References to City of Newcastle are references to Newcastle City Council as prescribed under the Act.
Committee	see the definition of “CN Committee”.
Complaint	means a code of conduct complaint made for the purposes of clauses 3.1 and 3.2 of the Procedures.
Conduct	includes acts and omissions.
Council	the elected Council.
CN Committee	means a Committee established by CN comprising of Councillors, staff or other persons that CN has delegated functions to.
CN Committee Member	means a person other than a Councillor or member of CN staff who is a member of a CN Committee other than a wholly advisory Committee.
CN Official	includes Councillors, members of CN staff, CN Committee members, CN and CN advisers.
Councillor	means any person elected or appointed to civic office, including the Lord Mayor and includes members and chairpersons of county Councils and voting representatives of the boards of joint organisations and chairpersons of joint organisations.
CN Delegate	means a person (other than a Councillor or member of CN staff) or body, and the individual members of that body, to whom a function of CN is delegated.
Designated Person	means a person as defined in clause 3.8.
Election Campaign	includes council, State and Federal Election Campaigns.
Environmental planning instrument	has the same meaning as it has in the <i>Environmental Planning and Assessment Act 1979</i> .
Joint organisation	a joint organisation established under section 400O of the Act.
Local planning panel	a local planning panel constituted under the <i>Environmental Planning and Assessment Act 1979</i> .
Lord Mayor	includes the chairperson of a joint organisation.

Members of CN staff	includes members of staff of joint organisations.
the Office	means Office of Local Government.
Personal Information	means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.
the Procedures	means the <i>Procedures for the Administration of the Code of Conduct</i> .
the Regulation	means the <i>Local Government (General) Regulation 2005</i> .
Voting representative	means a voting representative of the board of a joint organisation.
Wholly advisory Committee	means a CN Committee that CN has not delegated any functions to.
You	means a CN Official.

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Document Control

Policy title	Code of Conduct for Councillors
Policy owner	Chief Executive Officer
Policy expert/writer	Governance and Council Executive Support Coordinator
Associated Procedure Title (if applicable)	Procedures for the Administration of the Code of Conduct
Procedure owner (if applicable)	Governance and Council Executive Support Coordinator
Prepared by	Governance and Council Executive Services
Approved by	Council
Date approved	To be completed by Legal
Policy approval form reference	ECM #
Commencement Date	To be completed by Legal
Next revision date	Date the Policy is due for revision
Termination date	To be completed by Legal
Version	One
Category	Governance
Keywords	code, conduct, conflict, interest, standard, gift, benefit, pecuniary, bullying, behaviour, discrimination, harassment
Details of previous versions	<ul style="list-style-type: none"> ▪ Code of Conduct Policy V3 - ECM # 5415937 ▪ Code of Conduct Procedure V3 - ECM # 5417244
Legislative amendments	List legislative amendments that resulted in an amendment to this document
Relevant strategic direction	Open and Collaborative Leadership
Relevant legislation/codes (reference to specific sections)	<ul style="list-style-type: none"> • <i>Local Government Act 1993 (NSW)</i> Ss 10A, 66, 223, 226, 252, 328B, 335, 343, 352, 353, , 439, 440, 441, 442, 443, 449, , 459, 749 • <i>Local Government (General) Regulation 2005 (NSW)</i> Clauses 193, 194 • <i>Model Code of Conduct for Local Councils in NSW (2018)</i> • <i>Procedures for the Administration of the Model Code of Conduct for Local Councils in NSW (2018)</i> • <i>Electoral Funding Act 2018 Part 3</i>

	<ul style="list-style-type: none"> ▪ <i>Privacy and Personal Information Protection Act 1998 (NSW);</i> ▪ <i>Health Records and Information Privacy Act 2002 (NSW);</i> ▪ <i>Work Health and Safety Act 2011;</i> ▪ <i>Government Information (Public Access) Act 2009;</i> ▪ <i>Government Information (Public Access) Regulation 2009;</i> ▪ <i>State Records Act 1998;</i> ▪ <i>Public Interest Disclosures Act 1994;</i> ▪ <i>Corporations Act 2001 of the Commonwealth – section 9, 50;</i> ▪ <i>Environmental Planning and Assessment Act 1979;</i> ▪ <i>Interpretation Act 1987 – section 21C.</i>
Related policies/documents	<ul style="list-style-type: none"> ▪ Interaction between Councillors and Staff Policy ▪ Code of Meeting Practice ▪ Media Policy
Related forms	<ul style="list-style-type: none"> ▪ Pecuniary Interest Declaration ▪ Non-Pecuniary Interest Declaration
Required on website	Yes
Authorisations	Nil

Code of Conduct for Staff

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Part 1 Introduction

This Code of Conduct applies to CN staff members, including the CEO. It is based on the *Model Code of Conduct for Local Councils in NSW* (the Model Code of Conduct) which has been prescribed under the *Local Government (General) Regulation 2005* (the Regulation).

Section 440 of the *Local Government Act 1993* (Act) requires every council and joint organisation to adopt a Code of Conduct that incorporates the provisions of the Model Code of Conduct. A council's or joint organisation's adopted Code of Conduct may also include provisions that supplement the Model Code of Conduct and that extend its application to persons that are not "Council officials" for the purposes of the Model Code of Conduct (eg volunteers, contractors and members of wholly advisory Committees).

The Model Code of Conduct sets the minimum standards of conduct for CN officials. It is prescribed by regulation to assist CN officials to:

- understand and comply with the standards of conduct that are expected of them
- enable them to fulfil their statutory duty to act honestly and exercise a reasonable degree of care and diligence (section 439)
- act in a way that enhances public confidence in local government.

Councillors, members of staff of councils, delegates of councils, (including members of council committees that are delegates of a council) and any other person a council's adopted Code of Conduct applies to, must comply with the applicable provisions of their council's Code of Conduct. It is the personal responsibility of CN officials to comply with the standards in this Code and to regularly review their personal circumstances and conduct with this in mind.

Failure by a member of staff to comply with a CN's Code of Conduct may give rise to disciplinary action.

Part 2 General conduct obligations

General conduct

- 2.1 You must not conduct yourself, in carrying out your functions, in a manner that is likely to bring CN or other CN officials into disrepute. Specifically, you must not act in a way that:
- a) contravenes the Act, associated Regulations, CN relevant administrative requirements and policies;
 - b) is detrimental to the pursuit of Council's Principles;
 - c) is improper or unethical;
 - d) is an abuse of power or otherwise amounts to misconduct;
 - e) causes, comprises or involves intimidation, harassment or verbal abuse;
 - f) causes, comprises or involves discrimination, disadvantage or adverse treatment in relation to employment;
 - g) causes, comprises or involves prejudice in the provision of a service to the community;
 - h) involves the misuse of your position to obtain a private benefit; or
 - i) constitutes harassment or bullying behaviour under this Code, or is unlawfully discriminatory.
- 2.2 You must act lawfully, honestly and exercise a reasonable degree of care and diligence in carrying out your functions under the Act or any other relevant legislation.
- 2.3 You must treat others with respect at all times.

Fairness and equity

- 2.4 You must consider issues consistently, promptly and fairly. You must deal with matters in accordance with established procedures, in a non-discriminatory manner.
- 2.5 You must take all relevant facts known to you, or that you should be reasonably aware of, into consideration and have regard to the particular merits of each case. You must not take irrelevant matters or circumstances into consideration when making decisions.
- 2.6 An act or omission in good faith, whether or not it involves error, will not constitute a breach of clauses 2.4 or 2.5.

Harassment and discrimination

- 2.7 You must not harass or unlawfully discriminate against others, or support others who harass or unlawfully discriminate against others. This includes, but is not limited to, harassment and discrimination on the grounds of sex, pregnancy, breastfeeding, age, race, responsibilities as a carer, marital or domestic status, disability, homosexuality, transgender status, infectious disease or political, religious or other affiliation.
- 2.8 For the purposes of this Code, "harassment" is any form of behaviour towards a person that:
- a) is not wanted by the person
 - b) offends, humiliates or intimidates the person, and
 - c) creates a hostile environment.

Bullying

- 2.9 You must not engage in bullying behaviour towards others.
- 2.10 For the purposes of this Code, “bullying behaviour” is any behaviour in which:
- a) a person or a group of people repeatedly behaves unreasonably towards another person or a group of persons and
 - b) the behaviour creates a risk to health and safety.
- 2.11 Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:
- a) aggressive, threatening or intimidating conduct
 - b) belittling or humiliating comments
 - c) spreading malicious rumours
 - d) teasing, practical jokes or ‘initiation ceremonies’
 - e) exclusion from work-related events
 - f) unreasonable work expectations, including too much or too little work, or work below or beyond a worker’s skill level
 - g) displaying offensive material
 - h) pressure to behave in an inappropriate manner.
- 2.12 Reasonable management action carried out in a reasonable manner does not constitute bullying behaviour for the purposes of this Code. Examples of reasonable management action may include, but are not limited to:
- a) performance management processes
 - b) disciplinary action for misconduct
 - c) informing a worker about unsatisfactory work performance or inappropriate work behaviour
 - d) directing a worker to perform duties in keeping with their job
 - e) maintaining reasonable workplace goals and standards
 - f) legitimately exercising a regulatory function
 - g) legitimately implementing a CN policy or administrative processes.

Work health and safety

- 2.13 All CN officials, including Councillors, owe statutory duties under the Work Health and Safety Act 2011 (WH&S Act). You must comply with your duties under the WH&S Act and your responsibilities under any policies or procedures adopted by CN to ensure workplace health and safety. Specifically, you must:
- a) take reasonable care for your own health and safety
 - b) take reasonable care that your acts or omissions do not adversely affect the health and safety of other persons
 - c) comply, so far as you are reasonably able, with any reasonable instruction that is given to ensure compliance with the WH&S Act and any policies or procedures adopted by CN to ensure workplace health and safety
 - d) cooperate with any reasonable policy or procedure of CN relating to workplace health or safety that has been notified to CN staff

- e) report accidents, incidents, near misses, to the CEO or such other staff member nominated by the CEO, and take part in any incident investigations
- f) so far as is reasonably practicable, consult, co-operate and coordinate with all others who have a duty under the WH&S Act in relation to the same matter.

Land use planning, development assessment and other regulatory functions

- 2.14 You must ensure that land use planning, development assessment and other regulatory decisions are properly made, and that all parties are dealt with fairly. You must avoid any occasion for suspicion of improper conduct in the exercise of land use planning, development assessment and other regulatory functions.
- 2.15 In exercising land use planning, development assessment and other regulatory functions, you must ensure that no action, statement or communication between yourself and others conveys any suggestion of willingness to improperly provide concessions or preferential or unduly unfavourable treatment.

Obligations in relation to meetings

- 2.16 You must comply with rulings by the chair at Council and Committee meetings or other proceedings of the Council unless a motion dissenting from the ruling is passed.
- 2.17 You must not engage in bullying behaviour (as defined under this Part) towards the chair, other CN officials or any members of the public present during Council or Committee meetings or other proceedings of the Council (such as, but not limited to, workshops and briefing sessions).
- 2.18 You must not engage in conduct that disrupts Council or Committee meetings or other proceedings of the Council (such as, but not limited to, workshops and briefing sessions), or that would otherwise be inconsistent with the orderly conduct of meetings.

Part 3 Pecuniary interests

What is a pecuniary interest?

- 3.1 A pecuniary interest is an interest you have in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to you or a person referred to in clause 3.3.
- 3.2 You will not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision you might make in relation to the matter, or if the interest is of a kind specified in clause 3.6.
- 3.3 For the purposes of this Part, you will have a pecuniary interest in a matter if the pecuniary interest is:
- (a) your interest, or
 - (b) the interest of your spouse or de facto partner, your relative, or your partner or employer, or
 - (c) a company or other body of which you, or your nominee, partner or employer, is a shareholder or member.
- 3.4 For the purposes of clause 3.3:
- (a) Your “relative” is any of the following:
 - i) your parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
 - ii) your spouse’s or de facto partner’s parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
 - iii) the spouse or de facto partner of a person referred to in paragraphs (i) and (ii).
 - (b) “de facto partner” has the same meaning as defined in section 21C of the *Interpretation Act 1987*.
- 3.5 You will not have a pecuniary interest in relation to a person referred to in subclauses 3.3(b) or (c):
- (a) if you are unaware of the relevant pecuniary interest of your spouse, de facto partner, relative, partner, employer or company or other body, or
 - (b) just because the person is a member of, or is employed by, a council or a statutory body, or is employed by the Crown, or
 - (c) just because 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.

What interests do not have to be disclosed?

- 3.6 You do not have to disclose the following interests for the purposes of this Part:
- (a) your interest as an elector
 - (b) your interest as a ratepayer or person liable to pay a charge
 - (c) an interest you 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 you 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 your relative by CN

in the same manner and subject to the same conditions as apply to persons who are not subject to this Code

- (e) an interest you have as a member of a club or other organisation or association, unless the interest is as the holder of an office in the club or organisation (whether remunerated or not)
- (f) an interest you 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
- (g) an interest you have arising from the proposed making by CN of an agreement between CN and a corporation, association or partnership, being a corporation, association or partnership that has more than 25 members, if the interest arises because your 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
- (h) an interest you have arising from the making by CN of a contract or agreement with your relative for, or in relation to, any of the following, 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 CN in respect of similar matters with other residents of the area:
 - i) the performance by CN at the expense of your relative of any work or service in connection with roads or sanitation
 - ii) security for damage to footpaths or roads
 - iii) any other service to be rendered, or act to be done, by CN by or under any Act conferring functions on CN, or by or under any contract
- (i) an interest of a person arising from the passing for payment of a regular account for the wages or salary of an employee who is a relative of the person
- (j) an interest arising from being covered by, or a proposal to be covered by, indemnity insurance as a CN Committee member

3.7 For the purposes of clause 3.6, “relative” has the same meaning as in clause 3.4, but includes your spouse or de facto partner.

What disclosures must be made by a designated person?

3.8 Designated persons include:

- (a) the CEO
- (b) other senior staff of CN for the purposes of section 332 of the Act
- (c) a person (other than a member of the senior staff of CN) who is a member of CN staff or a CN delegate and who holds a position identified by CN as the position of a designated person because it involves the exercise of functions (such as regulatory functions or contractual functions) that, in their exercise, could give rise to a conflict between the person’s duty as a member of staff or delegate and the person’s private interest
- (d) a person (other than a member of the senior staff of CN) who is a member of a CN Committee identified by CN as a Committee whose members are designated persons because the functions of the Committee involve the exercise of the CN’s functions (such as regulatory functions or contractual functions) that, in their exercise, could give rise to a conflict between the member’s duty as a member of the Committee and the member’s private interest.

3.9 A designated person:

- (a) must prepare and submit written returns of interests in accordance with clause 3.18, and
 - (b) must disclose pecuniary interests in accordance with clause 3.10.
- 3.10 A designated person must disclose in writing to the CEO (or if the person is the CEO, to the Council) the nature of any pecuniary interest the person has in any CN matter with which the person is dealing as soon as practicable after becoming aware of the interest.
- 3.11 Clause 3.10 does not require a designated person who is a member of CN staff to disclose a pecuniary interest if the interest relates only to the person's salary as a member of staff, or to their other conditions of employment.
- 3.12 The CEO must, on receiving a disclosure from a designated person, deal with the matter to which the disclosure relates or refer it to another person to deal with.
- 3.13 A disclosure by the CEO must, as soon as practicable after the disclosure is made, be laid on the table at a meeting of the Council and the Council must deal with the matter to which the disclosure relates or refer it to another person to deal with.

What disclosures must be made by CN staff other than designated persons?

- 3.14 A member of CN staff, other than a designated person, must disclose in writing to their Service Unit Manager or the CEO the nature of any pecuniary interest they have in a matter they are dealing with as soon as practicable after becoming aware of the interest.
- 3.15 The staff member's Service Unit Manager or the CEO must, on receiving a disclosure under clause 3.14, deal with the matter to which the disclosure relates or refer it to another person to deal with.

What disclosures must be made by a CN Committee member?

- 3.16 A CN Committee member must disclose pecuniary interests in accordance with clause 3.25 and comply with clause 3.26.
- 3.17 For the purposes of clause 3.16, a "CN Committee member" includes a member of CN staff who is a member of the Committee.

Disclosure of interests in written returns

- 3.18 A designated person must make and lodge with the CEO a return in the form set out in Schedule 2 to this Code, disclosing the designated person's interests as specified in Schedule 1 to this Code within 3 months after:
- (a) becoming a designated person, and
 - (b) 30 June of each year, and
 - (c) the designated person becoming aware of an interest they are required to disclose under schedule 1 that has not been previously disclosed in a return lodged under paragraphs (a) or (b).
- 3.19 A person need not make and lodge a return under clause 3.18, paragraphs (a) and (b) if:
- (a) they made and lodged a return under that clause in the preceding 3 months,
 - or
 - (b) they have ceased to be a designated person in the preceding 3 months.
- 3.20 A person must not make and lodge a return that the person knows or ought reasonably to know is false or misleading in a material particular.
- 3.21 The CEO must keep a register of returns required to be made and lodged with the CEO.

- 3.22 Returns required to be lodged with the CEO under clause 3.18(a) and (b) must be tabled at the first meeting of the Council after the last day the return is required to be lodged.
- 3.23 Returns required to be lodged with the CEO under clause 3.18(c) must be tabled at the next Council meeting after the return is lodged.
- 3.24 Information contained in returns made and lodged under clause 3.18 is to be made publicly available in accordance with the requirements of the *Government Information (Public Access) Act 2009*, the *Government Information (Public Access) Regulation 2018* and any guidelines issued by the Information Commissioner.

Disclosure of pecuniary interests at meetings

- 3.25 A CN Committee member who has a pecuniary interest in any matter with which CN is concerned, and who is present at a meeting of the Committee at which the matter is being considered, must disclose the nature of the interest to the meeting as soon as practicable.
- 3.26 The CN Committee member must not be present at, or in sight of, the meeting of the Committee:
 - (a) at any time during which the matter is being considered or discussed by the Committee, or
 - (b) at any time during which the Committee is voting on any question in relation to the matter.
- 3.27 A disclosure made at a meeting of a CN Committee must be recorded in the minutes of the meeting.
- 3.28 A general notice may be given to the CEO in writing by a CN Committee member to the effect that the Committee member, or the Committee member's spouse, de facto partner or relative, is:
 - (a) a member of, or in the employment of, a specified company or other body, or
 - (b) a partner of, or in the employment of, a specified person.Such a notice is, unless and until the notice is withdrawn or until the end of the term of the Council in which it is given (whichever is the sooner), sufficient disclosure of the CN Committee member's interest in a matter relating to the specified company, body or person that may be the subject of consideration by the CN Committee after the date of the notice.
- 3.29 A CN Committee member 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 the CN Committee member has an interest in the matter of a kind referred to in clause 3.6.
- 3.30 A person does not breach clauses 3.25 or 3.26 if the person 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 pecuniary interest.
- 3.31 The Minister for Local Government may, conditionally or unconditionally, allow a CN Committee member who has a pecuniary interest in a matter with which CN is concerned to be present at a meeting of the Committee, to take part in the consideration or discussion of the matter and to vote on the matter if the Minister is of the opinion that it is in the interests of the electors for the area to do so.
- 3.32 A CN Committee member with a pecuniary interest in a matter who is permitted to be present at a meeting of the Committee, to take part in the consideration or discussion of the matter and to vote on the matter under clause 3.31, must still disclose the interest they have in the matter in accordance with clause 3.25.

Note: For the purpose of clauses 3.25 to 3.32, a “CN Committee member” includes a member of CN staff who is a member of a CN Committee.

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Part 4 Non-Pecuniary conflicts of interest

What is a non-pecuniary conflict of interest?

- 4.1 Non-pecuniary interests are private or personal interests a CN official has that do not amount to a pecuniary interest as defined in clause 3.1 of this Code. These commonly arise out of family or personal relationships, or out of involvement in sporting, social, religious or other cultural groups and associations, and may include an interest of a financial nature.
- 4.2 A non-pecuniary conflict of interest exists where a reasonable and informed person would perceive that you could be influenced by a private interest when carrying out your official functions in relation to a matter.
- 4.3 The personal or political views of a CN official do not constitute a private interest for the purposes of clause 4.2.
- 4.4 Non-pecuniary conflicts of interest must be identified and appropriately managed to uphold community confidence in the probity of CN decision-making. The onus is on you to identify any non-pecuniary conflict of interest you may have in matters that you deal with, to disclose the interest fully and in writing, and to take appropriate action to manage the conflict in accordance with this Code.
- 4.5 When considering whether or not you have a non-pecuniary conflict of interest in a matter you are dealing with, it is always important to think about how others would view your situation.

Managing non-pecuniary Conflict of Interests

- 4.6 Where you have a non-pecuniary conflict of interest in a matter for the purposes of clause 4.2, you must disclose the relevant private interest you have in relation to the matter fully and in writing as soon as practicable after becoming aware of the non-pecuniary conflict of interest and on each occasion on which the non-pecuniary conflict of interest arises in relation to the matter. In the case of members of CN staff other than the CEO, such a disclosure is to be made to the staff member's Service Unit Manager. In the case of the CEO, such a disclosure is to be made to the Lord Mayor.
- 4.7 If a disclosure is made at a Committee meeting, both the disclosure and the nature of the interest must be recorded in the minutes on each occasion on which the non-pecuniary conflict of interest arises. This disclosure constitutes disclosure in writing for the purposes of clause 4.6.
- 4.8 How you manage a non-pecuniary conflict of interest will depend on whether or not it is significant.
- 4.9 As a general rule, a non-pecuniary conflict of interest will be significant where it does not involve a pecuniary interest for the purposes of clause 3.1, but it involves:
 - a) a relationship between a CN Official and another person who is affected by a decision or a matter under consideration that is particularly close, such as a current or former spouse or de facto partner, a relative for the purposes of clause 3.4 or another person from the CN Official's extended family that the CN Official has a close personal relationship with, or another person living in the same household;
 - b) other relationships with persons who are affected by a decision or a matter under consideration that are particularly close, such as friendships and business relationships. Closeness is defined by the nature of the friendship or business relationship, the frequency of contact and the duration of the friendship or relationship;
 - c) an affiliation between the CN Official and an organisation (such as a sporting body, club, religious, cultural or charitable organisation, corporation or association) that is affected by a decision or a matter under consideration that is particularly strong.

The strength of a CN Official's affiliation with an organisation is to be determined by the extent to which they actively participate in the management, administration or other activities of the organisation;

- d) membership, as CN's representative, of the board or management Committee of an organisation that is affected by a decision or a matter under consideration, in circumstances where the interests of CN and the organisation are potentially in conflict in relation to the particular matter;
- e) a financial interest (other than an interest of a type referred to in clause 3.6) that is not a pecuniary interest for the purposes of clause 3.1; or
- f) the conferral or loss of a personal benefit other than one conferred or lost as a member of the community or a broader class of people affected by a decision.

4.10 Significant non-pecuniary conflicts of interest must be managed in one of two ways:

- a) by not participating in consideration of, or decision making in relation to, the matter in which you have the significant non-pecuniary conflict of interest and the matter being allocated to another person for consideration or determination, or
- b) if the significant non-pecuniary conflict of interest arises in relation to a matter under consideration at a Committee meeting, by managing the conflict of interest as if you had a pecuniary interest in the matter by complying with clauses 3.25 and 3.26.

4.11 If you determine that a non-pecuniary conflict of interest in a matter that is not significant and does not require further action, 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.

4.12 If you are a member of CN staff other than the CEO, the decision on which option should be taken to manage a non-pecuniary conflict of interest must be made in consultation with and at the direction your Service Unit Manager. In the case of the CEO, the decision on which option should be taken to manage a non-pecuniary conflict of interest must be made in consultation with and at the direction of the Lord Mayor.

Loss of quorum as a result of compliance with this Part

4.13 The Minister for Local Government may, conditionally or unconditionally, allow a CN Committee member who is precluded under this Part from participating in the consideration of a matter to be present at a meeting of the Committee, to take part in the consideration or discussion of the matter and to vote on the matter if the Minister is of the opinion that it is in the interests of the electors for the area to do so.

4.14 Where the Minister exempts a Committee member from complying with a requirement under this Part under clause 4.13, the Committee member must still disclose any interests they have in the matter the exemption applies to, in accordance with clause 4.6.

Note: For the purpose of clauses 4.13 and 4.14, a "CN Committee member" includes a member of CN staff who is a member of a CN Committee.

Other business or employment

- 4.15 The CEO must not engage, for remuneration, in private employment, contract work or other business outside the service of CN without the approval of the Council.
- 4.16 A member of staff CN must not engage, for remuneration, in private employment, contract work or other business outside the service of CN that relates to the business of the CN or that might conflict with the staff member's CN duties unless they have notified the CEO in writing of the employment, work or business and the CEO has given their written approval for the staff member to engage in the employment, work or business.
- 4.17 The CEO may at any time prohibit a member of staff from engaging, for remuneration, in private employment, contract work or other business outside the service of CN that relates to the business of CN, or that might conflict with the staff member's CN duties.
- 4.18 A member of staff must not engage, for remuneration, in private employment, contract work or other business outside the service of CN if prohibited from doing so.
- 4.19 Members of staff must ensure that any outside employment, work or business they engage in will not:
- a) conflict with their official duties
 - b) involve using confidential information or CN resources obtained through their work with CN including where private use is permitted
 - c) require them to work while on CN duty
 - d) discredit or disadvantage CN
 - e) pose, due to fatigue, a risk to their health or safety, or to the health and safety of their co-workers.

Personal dealings with CN

- 4.20 You may have reason to deal with CN in your personal capacity (for example, as a ratepayer, recipient of a CN service or applicant for a development consent granted by CN). You must not expect or request preferential treatment in relation to any matter in which you have a private interest because of your position. You must avoid any action that could lead members of the public to believe that you are seeking preferential treatment.
- 4.21 You must undertake any personal dealings you have with CN in a manner that is consistent with the way other members of the community deal with CN. You must also ensure that you disclose and appropriately manage any conflict of interest you may have in any matter in accordance with the requirements of this Code.

Part 5 Personal benefit

- 5.1 For the purposes of this Part, a gift or benefit is something offered to or received by a CN official or someone personally associated with them for their personal use and enjoyment.
- 5.2 A reference to a gift or benefit in this Part does not include:
- a) a political donation for the purposes of the *Electoral Funding Act 2018*
 - b) a gift provided to CN as part of a cultural exchange or sister-city relationship that is not converted for the personal use or enjoyment of any individual CN official or someone personally associated with them
 - c) attendance by a CN official at a work-related event or function for the purposes of performing their official duties, or
 - d) free or subsidised meals, beverages or refreshments of token value provided to CN officials in conjunction with the performance of their official duties such as, but not limited to:
 - i) the discussion of official business
 - ii) work-related events such as CN-sponsored or community events, training, education sessions or workshops
 - iii) conferences
 - iv) CN functions or events
 - v) social functions organised by groups, such as CN Committees and community organisations.

Gifts and benefits

- 5.3 You must avoid situations that would give rise to the appearance that a person or body is attempting to secure favourable treatment from you or from CN, through the provision of gifts, benefits or hospitality of any kind to you or someone personally associated with you.
- 5.4 A gift or benefit is deemed to have been accepted by you for the purposes of this Part, where it is received by you or someone personally associated with you. .

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

- 5.5 You must not:
- a) seek or accept a bribe or other improper inducement;
 - b) seek gifts or benefits of any kind;
 - c) accept any gift or benefit that may create a sense of obligation on your part, or may be perceived to be intended or likely to influence you in carrying out your public duty;
 - d) subject to clause 5.7, accept any gift or benefit of more than token value as defined by clause 5.9;
 - e) accept an offer of cash or a cash-like gift as defined by clause 5.13, regardless of the amount;
 - f) participate in competitions for prizes where eligibility is based on CN being in or entering into a customer–supplier relationship with the competition organiser; or
 - g) personally benefit from reward points programs when purchasing on behalf of CN.
- 5.6 Where you receive a gift or benefit of any value other than one referred to in clause 5.2, you must disclose this promptly to your Service Unit Manager or the CEO in writing. The recipient, Service Unit Manager, or CEO must ensure that, at a minimum, the following details are recorded in the CN's gift register:

- a) the nature of the gift or benefit
 - b) the estimated monetary value of the gift or benefit
 - c) the name of the person who provided the gift or benefit, and
 - d) the date on which the gift or benefit was received.
- 5.7 Where you receive a gift or benefit of more than a token value that cannot reasonably be refused or returned, the gift or benefit must be surrendered to CN, unless the nature of the gift or benefit makes this impractical.

Gifts and benefits of token value

- 5.8 You may accept gifts and benefits of token value. Gifts and benefits of token value are one or more gifts or benefits received from a person or organisation over a 12-month period that, when aggregated, do not exceed a value of \$50. They include, but are not limited to:
- a) invitations to and attendance at local social, cultural or sporting events with a ticket value that does not exceed \$50
 - b) gifts of alcohol that do not exceed a value of \$50
 - c) ties, scarves, coasters, tie pins, diaries, chocolates or flowers or the like
 - d) prizes or awards that do not exceed \$50 in value.

Gifts and benefits of more than token value

- 5.9 Gifts or benefits that exceed \$50 in value are gifts or benefits of more than token value for the purposes of clause 5.5(d) and, subject to clause 5.7, must not be accepted.
- 5.10 Gifts and benefits of more than token value include, but are not limited to, tickets to major sporting events (such as international matches or matches in national sporting Codes) with a ticket value that exceeds \$50, corporate hospitality at a corporate facility at major sporting events, free or discounted products or services for personal use provided on terms that are not available to the general public or a broad class of persons, the use of holiday homes, artworks, free or discounted travel.
- 5.11 Where you have accepted a gift or benefit of token value from a person or organisation, you must not accept a further gift or benefit from the same person or organisation or another person associated with that person or organisation within a single 12-month period where the value of the gift, added to the value of earlier gifts received from the same person or organisation, or a person associated with that person or organisation, during the same 12-month period would exceed \$50 in value.
- 5.12 For the purposes of this Part, the value of a gift or benefit is the monetary value of the gift or benefit inclusive of GST.

“Cash-like gifts”

- 5.13 For the purposes of clause 5.5(e), “cash-like gifts” include but are not limited to, gift vouchers, credit cards, debit cards with credit on them, prepayments such as phone or internet credit, lottery tickets, memberships or entitlements to discounts that are not available to the general public or a broad class of persons.

Improper and undue influence

- 5.14 You must not use your position to influence other CN Officials in the performance of their official functions to obtain a private benefit for yourself or for somebody else.

- 5.15 You must not take advantage (or seek to take advantage) of your status or position with CN, or of functions you perform for CN, in order to obtain a private benefit for yourself or for any other person or body.

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Part 6 Relationships between CN Officials

Obligations of Councillors

- 6.1 Each Council is a body politic. The Councillors are the governing body of CN. Under section 223 of the Act, the role of the governing body of CN includes the development and endorsement of the strategic plans, programs, strategies and policies of CN, including those relating to workforce policy, and to keep the performance of CN under review.
- 6.2 Councillors must not:
- a) direct CN staff other than by giving appropriate direction to the CEO by way of Council or Committee resolution, or by the Lord Mayor exercising their functions under section 226 of the Act;
 - b) in any public or private forum, direct or influence, or attempt to direct or influence, any other member of the CN staff in the exercise of the functions of the staff member;
 - c) contact a member of the CN staff on CN related business unless in accordance with the policy and procedures governing the interaction of Councillors and CN staff that have been authorised by Council and the CEO.

Obligations of staff

- 6.3 Under section 335 of the Act, the role of the CEO includes conducting the day-to-day management of CN in accordance with the strategic plans, programs, strategies and policies of CN, implementing without undue delay, lawful decisions of Council and ensuring that the Lord Mayor and other Councillors are given timely information and advice and the administrative and professional support necessary to effectively discharge their official functions.
- 6.4 Members of CN staff must:
- a) give their attention to the business of CN while on duty;
 - b) ensure that their work is carried out ethically, efficiently, economically and effectively;
 - c) carry out reasonable and lawful directions given by any person having authority to give such directions;
 - d) give effect to the lawful decisions, policies, and procedures of CN, whether or not the staff member agrees with or approves of them; and
 - e) ensure that any participation in political activities outside the service of CN does not interfere with the performance of their official duties.

Inappropriate interactions

- 6.5 You must not engage in any of the following inappropriate interactions:
- a) Councillors approaching staff and staff organisations to discuss individual or operational staff matters (other than matters relating to broader workforce policy), grievances, workplace investigations and disciplinary matters.
 - b) CN staff approaching Councillors to discuss individual or operational staff (other than matters relating to broader workforce policy), grievances, workplace investigations and disciplinary matters.
 - c) subject to Part 7, CN staff refusing to give information that is available to other Councillors to a particular Councillor.

- d) Councillors who have lodged an application with CN, discussing the matter with CN staff in staff-only areas of CN.
- e) Councillors being overbearing or threatening to CN staff.
- f) CN staff being overbearing or threatening to Councillors.
- g) Councillors making personal attacks on CN staff or engaging in conduct towards staff that would be contrary to the general conduct provisions in Part 2 of this Code in a public forums including social media.
- h) Councillors directing or pressuring CN staff in the performance of their work, or recommendations they should make.
- i) CN staff providing ad hoc advice to Councillors without recording or documenting the interaction as they would if the advice was provided to a member of the community.
- j) CN staff meeting with applicants or objectors alone AND outside office hours to discuss planning applications or proposals.

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Part 7 Access to information and CN resources

Councillor access to information

- 7.1 The CEO is responsible for ensuring that Councillors can access information necessary for the performance of their official functions. The CEO and Public Officer are responsible for ensuring that members of the public can access publicly available CN information under the *Government Information (Public Access) Act 2009* (the GIPA Act).
- 7.2 The CEO must provide Councillors with the information necessary to effectively discharge their official functions.
- 7.3 Members of CN staff must provide full and timely information to Councillors sufficient to enable them to exercise their official functions and in accordance with CN procedures.
- 7.4 Members of CN staff who provide any information to a particular Councillor in the performance of their official functions must also make it available to any other Councillor who requests it and in accordance with CN procedures.
- 7.5 Councillors who have a private interest only in CN information have the same rights of access as any member of the public.
- 7.6 Despite clause 7.4, Councillors who are precluded from participating in the consideration of a matter under this Code because they have a conflict of interest in the matter, are not entitled to request access to CN information in relation to the matter unless the information is otherwise available to members of the public, or CN has determined to make the information available under the GIPA Act.

Refusal of access to documents

- 7.7 Where the CEO or Public Officer determine to refuse access to information sought by a Councillor, they must act reasonably. In reaching this decision they must take into account whether or not the information requested is necessary for the Councillor to perform their official functions (see clause 7.2) and whether they have disclosed a conflict of interest in the matter the information relates to that would preclude their participation in consideration of the matter (see clause 7.6). The CEO or Public Officer must state the reasons for the decision if access is refused.

Use of certain CN information

- 7.8 In regard to information obtained in your capacity as a CN Official, you must:
 - a) subject to clause 7.13, only access CN information needed for CN business;
 - b) not use that CN information for private purposes;
 - c) not seek or obtain, either directly or indirectly, any financial benefit or other improper advantage for yourself, or any other person or body, from any information to which you have by virtue of your position with CN; and
 - d) only release CN information in accordance with established CN policies and procedures and in compliance with relevant legislation.

Use and security of confidential information

- 7.9 You must maintain the integrity and security of confidential information in your possession, or for which you are responsible.
- 7.10 In addition to your general obligations relating to the use of CN information, you must:
 - a) Only access confidential information that you have been authorised to access and only do so for the purposes of exercising your official functions
 - b) protect confidential information;

- c) only release confidential information if you have authority to do so;
- d) only use confidential information for the purpose it is intended to be used;
- e) not use confidential information gained through your official position for the purpose of securing a private benefit for yourself or for any other person;
- f) not use confidential information with the intention to cause harm or detriment to CN or any other person or body; and
- g) not disclose any confidential information discussed during a confidential session of a Council or Committee meeting or any other confidential forum (such as, but not limited to, workshops or briefing sessions).

Personal Information

7.11 When dealing with Personal Information you 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) CN's privacy management plan; and
- e) the Privacy Code of Practice for Local Government.

Use of CN resources

7.12 You must use CN resources ethically, effectively, efficiently and carefully in exercising your official functions, and must not use them for private purposes, except when supplied as part of a contract of employment (but not for private business purposes), unless this use is lawfully authorised and proper payment is made where appropriate.

7.13 Union delegates and consultative Committee members may have reasonable access to CN resources and information for the purposes of carrying out their industrial responsibilities, including but not limited to:

- a) the representation of members with respect to disciplinary matters;
- b) the representation of employees with respect to grievances and disputes; and
- c) functions associated with the role of the local consultative committee.

7.14 You must be scrupulous in your use of CN property, including intellectual property, official services, facilities, technology and electronic devices and must not permit their misuse by any other person or body.

7.15 You must avoid any action or situation that could create the appearance that CN property, official services or public facilities are being improperly used for your benefit or the benefit of any other person or body.

7.16 You must not use CN resources (including CN staff), property or facilities for the purpose of assisting your Election Campaign or the Election Campaign of others, 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.

7.17 You must not use CN letterhead, CN crests, CN email or social media or other information that could give the appearance it is official CN material:

- a) for the purpose of assisting your Election Campaign or the Election Campaign of others, or
- b) for other non-official purposes.

7.18 You must not convert any property of CN to your own use unless properly authorised.

Internet access

- 7.19 You must not use CN's computer resources or mobile or other devices to search for, access, download or communicate any material of an offensive, obscene, pornographic, threatening, abusive or defamatory nature, or that could otherwise lead to criminal penalty or civil liability and/or damage the CN's reputation.

CN record keeping

- 7.20 You must comply with the requirements of the *State Records Act 1998* and CN's records management policy.
- 7.21 All information created, sent and received in your official capacity is a CN record and must be managed in accordance with the requirements of the *State Records Act 1998* and CN's approved records management policies and practices.
- 7.22 All information stored in either soft or hard copy on CN supplied resources (including technology devices and email accounts) is deemed to be related to the business of CN and will be treated as CN records, regardless of whether the original intention was to create the information for personal purposes.
- 7.23 You must not destroy, alter, or dispose of CN information or records, unless authorised to do so. If you need to alter or dispose of CN information or records, you must do so in consultation with the CN's records manager and comply with the requirements of the *State Records Act 1998*.

Councillor access to Council buildings

- 7.24 Councillors must not enter staff-only areas of CN buildings without the approval of the CEO (or their delegate) or as provided for in the procedures governing the interaction of Councillors and CN staff.
- 7.25 Councillors must ensure that when they are within a staff only area they refrain from conduct that could be perceived to improperly influence CN staff decisions.

Part 8 Maintaining the integrity of this Code

Complaints made for an improper purpose

- 8.1 You 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.
- 8.2 For the purposes of clause 8.1, 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 CN Official;
 - b) to damage another CN Official's reputation;
 - c) to obtain a political advantage;
 - d) to influence a CN Official in the exercise of their official functions or to prevent or disrupt the exercise of those functions;
 - e) to influence CN in the exercise of its functions or to prevent or disrupt the exercise of those functions;
 - f) to avoid disciplinary action under the Procedures;
 - g) to take reprisal action against a person for making a complaint alleging a breach of this Code;
 - h) to take reprisal action against a person for exercising a function prescribed under the Procedures; and
 - i) to prevent or disrupt the effective administration of this Code under the Procedures.

Detrimental action

- 8.3 You must not take detrimental action, or cause detrimental action to be taken, against a person substantially in reprisal for a complaint they have made alleging a breach of this Code.
- 8.4 You must not take detrimental action, or cause detrimental action to be taken, against a person substantially in reprisal for any function they have exercised under the Procedures.
- 8.5 For the purposes of clauses 8.3 and 8.4 detrimental action is an action causing, comprising or involving any of the following:
- a) injury, damage or loss;
 - b) intimidation or harassment;
 - c) discrimination, disadvantage or adverse treatment in relation to employment;
 - d) dismissal from, or prejudice in, employment; or
 - e) disciplinary proceedings.

Compliance with requirements under the Procedures

- 8.6 You must not engage in conduct that is calculated to impede or disrupt the consideration of a matter under the Procedures.
- 8.7 You must comply with a reasonable and lawful request made by a person exercising a function under the Procedures. A failure to make a written or oral submission invited under the Procedures will not constitute a breach of this clause.

- 8.8 You must comply with a practice ruling made by the Office under the Procedures.
- 8.9 Where you are the CEO, you must comply with any Council resolution requiring you to take action as a result of a breach of this Code.

Disclosure of information about the consideration of a matter under the Procedures

- 8.10 All allegations of breaches of this Code must be dealt with under and in accordance with the Procedures.
- 8.11 You must not allege breaches of this Code other than by way of a complaint made or initiated under the Procedures.
- 8.12 You must not make allegations about, or disclose information about, suspected breaches of this Code at Council, Committee or other meetings, whether open to the public or not, or in any other forum, whether public or not.
- 8.13 You must not disclose information about a complaint you have made alleging a breach of this Code or a matter being considered under the Procedures except for the purposes of seeking legal advice unless the disclosure is otherwise permitted under the Procedures.
- 8.14 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 1994*.

Complaints alleging a breach of this Part

- 8.15 Complaints alleging a breach of this Part by the CEO are to be managed by the Office. This clause does not prevent the Office from referring an alleged breach of this Part back to CN for consideration in accordance with the Procedures.
- 8.16 Complaints alleging a breach of this Part by other CN Officials are to be managed by the CEO in accordance with the Procedures.

SCHEDULE 1: DISCLOSURES OF INTERESTS AND OTHER MATTERS IN WRITTEN RETURNS SUBMITTED UNDER CLAUSE 3.18

Part 1: Preliminary

Definitions

1. For the purposes of the schedules to this Code, the following definitions apply:

address means:

- a) in relation to a person other than a corporation, the last residential or business address of the person known to the Councillor or designated person disclosing the address, or
- b) in relation to a corporation, the address of the registered office of the corporation in New South Wales or, if there is no such office, the address of the principal office of the corporation in the place where it is registered, or
- c) in relation to any real property, the street address of the property.

de facto partner has the same meaning as defined in section 21C of the *Interpretation Act 1987*.

disposition of property means a conveyance, transfer, assignment, settlement, delivery, payment or other alienation of property, including the following:

- a) the allotment of shares in a company
- b) the creation of a trust in respect of property
- c) the grant or creation of a lease, mortgage, charge, easement, licence, power, partnership or interest in respect of 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 respect of 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 who intends by the transaction to diminish, directly or indirectly, the value of the person's own property and to increase the value of the property of another person.

gift means a disposition of property made otherwise than by will (whether or not by instrument in writing) without consideration, or with inadequate consideration, in money or money's worth passing from the person to whom the disposition was made to the person who made the disposition, but does not include a financial or other contribution to travel.

interest means:

- a) in relation to property, an estate, interest, right or power, at law or in equity, in or over the property, or
- b) in relation to a corporation, a relevant interest (within the meaning of section 9 of the *Corporations Act 2001* of the Commonwealth) in securities issued or made available by the corporation.

listed company means a company that is listed within the meaning of section 9 of the *Corporations Act 2001* of the Commonwealth.

occupation includes trade, profession and vocation.

professional or business association means an incorporated or unincorporated body or organisation having as one of its objects or activities the promotion of the economic interests of its members in any occupation.

property includes money.

return date means:

- a) in the case of a return made under clause 3.18(a), the date on which a person became a Councillor or designated person
- b) in the case of a return made under clause 3.18(b), 30 June of the year in which the return is made
- c) in the case of a return made under clause 3.18(c), the date on which the Councillor or designated person became aware of the interest to be disclosed.

relative includes any of the following:

- a) a person's spouse or de facto partner
- b) a person's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
- c) a person's spouse's or de facto partner's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
- d) the spouse or de facto partner of a person referred to in paragraphs (b) and (c).

travel includes accommodation incidental to a journey.

Matters relating to the interests that must be included in returns

2. *Interests etc. outside New South Wales:* A reference in this schedule or in schedule 2 to a disclosure concerning a corporation or other thing includes any reference to a disclosure concerning a corporation registered, or other thing arising or received, outside New South Wales.
3. *References to interests in real property:* A reference in this schedule or in schedule 2 to real property in which a Councillor or designated person has an interest includes a reference to any real property situated in Australia in which the designated person has an interest.
4. *Gifts, loans etc. from related corporations:* For the purposes of this schedule and schedule 2, gifts or contributions to travel given, loans made, or goods or services supplied, to a designated person by two or more corporations that are related to each other for the purposes of section 50 of the *Corporations Act 2001* of the Commonwealth are all given, made or supplied by a single corporation.

Part 2: Pecuniary interests to be disclosed in returns

Real property

5. A person making a return under clause 3.18 of this Code must disclose:
 - a) the street address of each parcel of real property in which they had an interest on the return date, and
 - b) the street address of each parcel of real property in which they had an interest in the period since 30 June of the previous financial year, and
 - c) the nature of the interest.
6. An interest in a parcel of real property need not be disclosed in a return if the person making the return had the interest only:
 - a) as executor of the will, or administrator of the estate, of a deceased person and not as a beneficiary under the will or intestacy, or
 - b) as a trustee, if the interest was acquired in the ordinary course of an occupation not related to their duties as the holder of a position required to make a return.
7. An interest in a parcel of real property need not be disclosed in a return if the person ceased to hold the interest prior to becoming a Councillor or designated person.
8. For the purposes of clause 5 of this schedule, "interest" includes an option to purchase.

Gifts

9. A person making a return under clause 3.18 of this Code must disclose:
 - a) a description of each gift received in the period since 30 June of the previous financial year, and
 - b) the name and address of the donor of each of the gifts.
10. A gift need not be included in a return if:
 - a) it did not exceed \$500, unless it was among gifts totalling more than \$500 made by the same person during a period of 12 months or less, or
 - b) it was a political donation disclosed, or required to be disclosed, under Part 3 of the *Electoral Funding Act 2018*, or
 - c) the donor was a relative of the donee, or
 - d) subject to paragraph (a), it was received prior to the person becoming a Councillor or designated person.
11. For the purposes of clause 10 of this schedule, the amount of a gift other than money is an amount equal to the value of the property given.

Contributions to travel

12. A person making a return under clause 3.18 of this Code must disclose:
 - a) the name and address of each person who made any financial or other contribution to the expenses of any travel undertaken by the person in the period since 30 June of the previous financial year, and
 - b) the dates on which the travel was undertaken, and
 - c) the names of the states and territories, and of the overseas countries, in which the travel was undertaken.

13. A financial or other contribution to any travel need not be disclosed under this clause if it:
- was made from public funds (including a contribution arising from travel on free passes issued under an Act or from travel in government or CN vehicles), or
 - was made by a relative of the traveller, or
 - was made in the ordinary course of an occupation of the traveller that is not related to their functions as the holder of a position requiring the making of a return, or
 - did not exceed \$250, unless it was among gifts totalling more than \$250 made by the same person during a 12-month period or less, or
 - was a political donation disclosed, or required to be disclosed, under Part 3 of the *Electoral Funding Act 2018*, or
 - was made by a political party of which the traveller was a member and the travel was undertaken for the purpose of political activity of the party in New South Wales, or to enable the traveller to represent the party within Australia, or
 - subject to paragraph (d) it was received prior to the person becoming a Councillor or designated person.
14. For the purposes of clause 13 of this schedule, the amount of a contribution (other than a financial contribution) is an amount equal to the value of the contribution.

Interests and positions in corporations

15. A person making a return under clause 3.18 of this Code must disclose:
- the name and address of each corporation in which they had an interest or held a position (whether remunerated or not) on the return date, and
 - the name and address of each corporation in which they had an interest or held a position in the period since 30 June of the previous financial year, and
 - the nature of the interest, or the position held, in each of the corporations, and
 - a description of the principal objects (if any) of each of the corporations, except in the case of a listed company.
16. An interest in, or a position held in, a corporation need not be disclosed if the corporation is:
- formed for the purpose of providing recreation or amusement, or for promoting commerce, industry, art, science, religion or charity, or for any other community purpose, and
 - required to apply its profits or other income in promoting its objects, and
 - prohibited from paying any dividend to its members.
17. An interest in a corporation need not be disclosed if the interest is a beneficial interest in shares in a company that does not exceed 10 per cent of the voting rights in the company.
18. An interest or a position in a corporation need not be disclosed if the person ceased to hold the interest or position prior to becoming a Councillor or designated person.

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

19. A person making a return under clause 3.18 of this Code must disclose whether they were a property developer, or a close associate of a corporation that, or an individual who, is a property developer, on the return date.
20. For the purposes of clause 19 of this schedule:

close associate, in relation to a corporation or an individual, has the same meaning as it has in section 53 of the *Electoral Funding Act 2018*.

property developer has the same meaning as it has in Division 7 of Part 3 of the *Electoral Funding Act 2018*.

Positions in trade unions and professional or business associations

21. A person making a return under clause 3.18 of the Code must disclose:
- a) the name of each trade union, and of each professional or business association, in which they held any position (whether remunerated or not) on the return date, and
 - b) the name of each trade union, and of each professional or business association, in which they have held any position (whether remunerated or not) in the period since 30 June of the previous financial year, and
 - c) a description of the position held in each of the unions and associations.
22. A position held in a trade union or a professional or business association need not be disclosed if the person ceased to hold the position prior to becoming a Councillor or designated person.

Dispositions of real property

23. A person making a return under clause 3.18 of this Code must disclose particulars of each disposition of real property by the person (including the street address of the affected property) in the period since 30 June of the previous financial year, under which they wholly or partly retained the use and benefit of the property or the right to re-acquire the property.
24. A person making a return under clause 3.18 of this Code must disclose particulars of each disposition of real property to another person (including the street address of the affected property) in the period since 30 June of the previous financial year, that is made under arrangements with, but is not made by, the person making the return, being a disposition under which the person making the return obtained wholly or partly the use of the property.
25. A disposition of real property need not be disclosed if it was made prior to a person becoming a designated person.

Sources of income

26. A person making a return under clause 3.18 of this Code must disclose:
- a) each source of income that the person reasonably expects to receive in the period commencing on the first day after the return date and ending on the following 30 June, and
 - b) each source of income received by the person in the period since 30 June of the previous financial year.
27. A reference in clause 26 of this schedule to each source of income received, or reasonably expected to be received, by a person is a reference to:
- a) in relation to income from an occupation of the person:
 - (i) a description of the occupation, and
 - (ii) if the person is employed or the holder of an office, the name and address of their employer, or a description of the office, and
 - (iii) if the person has entered into a partnership with other persons, the name (if any) under which the partnership is conducted, or

- b) in relation to income from a trust, the name and address of the settlor and the trustee, or
- c) in relation to any other income, a description sufficient to identify the person from whom, or the circumstances in which, the income was, or is reasonably expected to be, received.

28. The source of any income need not be disclosed by a person in a return if the amount of the income received, or reasonably expected to be received, by the person from that source did not exceed \$500, or is not reasonably expected to exceed \$500, as the case may be.

29. The source of any income received by the person that they ceased to receive prior to becoming a designated person need not be disclosed.

Debts

30. A person making a return under clause 3.18 of this Code must disclose the name and address of each person to whom the person was liable to pay any debt:

- a) on the return date, and
- b) at any time in the period since 30 June of the previous financial year.

31. A liability to pay a debt must be disclosed by a person in a return made under clause 3.18 whether or not the amount, or any part of the amount, to be paid was due and payable on the return date or at any time in the period since 30 June of the previous financial year, as the case may be.

32. A liability to pay a debt need not be disclosed by a person in a return if:

- a) the amount to be paid did not exceed \$500 on the return date or in the period since 30 June of the previous financial year, as the case may be, unless:
 - (i) the debt was one of two or more debts that the person was liable to pay to one person on the return date, or at any time in the period since 30 June of the previous financial year, as the case may be, and
 - (ii) the amounts to be paid exceeded, in the aggregate, \$500, or
- b) the person was liable to pay the debt to a relative, or
- c) in the case of a debt arising from a loan of money the person was liable to pay the debt to an authorised deposit-taking institution or other person whose ordinary business includes the lending of money, and the loan was made in the ordinary course of business of the lender, or
- d) in the case of a debt arising from the supply of goods or services:
 - (i) the goods or services were supplied in the period of 12 months immediately preceding the return date, or were supplied in the period since 30 June of the previous financial year, as the case may be, or
 - (ii) the goods or services were supplied in the ordinary course of any occupation of the person that is not related to their duties as the holder of a position required to make a return, or
- e) subject to paragraph (a), the debt was discharged prior to the person becoming a designated person.

Discretionary disclosures

33. A person may voluntarily disclose in a return any interest, benefit, advantage or liability, whether pecuniary or not, that is not required to be disclosed under another provision of this schedule.

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SCHEDULE 2: FORM OF WRITTEN RETURN OF INTERESTS SUBMITTED UNDER CLAUSE 3.18

'Disclosures by Councillors and designated persons' return

1. The pecuniary interests and other matters to be disclosed in this return are prescribed by schedule 1 of the *Model Code of Conduct for Local Councils in NSW*.
2. If this is the first return you have been required to lodge with the CEO after becoming a Councillor or designated person, do not complete Parts C, D and I of the return. All other parts of the return should be completed with appropriate information based on your circumstances at the return date, that is, the date on which you became a Councillor or designated person.
3. If you have previously lodged a return with the CEO and you are completing this return for the purposes of disclosing a new interest that was not disclosed in the last return you lodged with the CEO, you must complete all parts of the return with appropriate information for the period from 30 June of the previous financial year or the date on which you became a designated person (whichever is the later date) to the return date which is the date you became aware of the new interest to be disclosed in your updated return.
4. If you have previously lodged a return with the CEO and are submitting a new return for the new financial year, you must complete all parts of the return with appropriate information for the 12-month period commencing on 30 June of the previous year to 30 June this year.
5. This form must be completed using block letters or typed.
6. 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.
7. If there are no pecuniary interests or other matters of the kind required to be disclosed under a heading in this form, the word "NIL" is to be placed in an appropriate space under that heading.

Important information

This information is being collected for the purpose of complying with clause 3.18 of the Code of Conduct for Staff (the Code of Conduct).

You must not lodge a return that you know or ought reasonably to know is false or misleading in a material particular (see clause 3.20 of the Code of Conduct). Complaints about breaches of these requirements are to be referred to the Office of Local Government and may result in disciplinary action by CN, the Chief Executive of the Office of Local Government or the NSW Civil and Administrative Tribunal.

The information collected on this form will be kept by the CEO in a register of returns. The CEO is required to table all returns at a Council meeting.

Information contained in returns made and lodged under clause 3.18 is to be made publicly available in accordance with the requirements of the *Government Information (Public Access) Act 2009*, the *Government Information (Public Access) Regulation 2018* and any guidelines issued by the Information Commissioner.

You have an obligation to keep the information contained in this return up to date. If you become aware of a new interest that must be disclosed in this return, or an interest that you have previously failed to disclose, you must submit an updated return within three months of becoming aware of the previously undisclosed interest.

Disclosure of pecuniary interests and other matters by *[full name of designated person]*

as at *[return date]*

in respect of the period from *[date]* to *[date]*

[designated person's signature]
[date]

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
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B. Sources of income

1 Sources of income I reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June

Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
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2 Sources of income I reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June

Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
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3 Sources of other income I reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June

Sources of other income I received at any time since 30 June

[Include description sufficient to identify the person from whom, or the circumstances in which, that income was received]

C. Gifts

Description of each gift I received at any time since 30 June Name and address of donor

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
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E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)
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F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June Description of position

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

I. Dispositions of property

1 Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

J. Discretionary disclosures

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Annexure A - Definitions

In this Code the following definitions apply:

Act	means the <i>Local Government Act 1993</i> (NSW).
Chief Executive Officer (CEO)	means the Chief Executive Officer of Newcastle City Council and includes their delegate or authorised representative. References to the CEO are references to the General Manager appointed under the Act.
City of Newcastle (CN)	means Newcastle City Council. References to City of Newcastle are references to Newcastle City Council as prescribed under the Act.
Committee	see the definition of “CN Committee”.
Complaint	means a Code of Conduct complaint made for the purposes of clauses 3.1 and 3.2 of the Procedures.
Conduct	includes acts and omissions.
Council	the elected Council.
CN Committee	means a Committee established by CN comprising of Councillors, staff or other persons that CN has delegated functions to.
CN Committee Member	means a person other than a Councillor or member of staff of a Council who is a member of a Council Committee other than a wholly advisory Committee.
CN Official	includes Councillors, members of CN staff, CN Committee members, CN Delegates and, for the purposes of clause 3.16, CN advisers.
Councillor	means any person elected or appointed to civic office, including the Lord Mayor and includes voting representatives of the boards of joint organisations and chairpersons of joint organisations.
CN Delegate	means a person (other than a Councillor or member of CN) or body, and the individual members of that body, to whom a function of CN is delegated.
Designated Person	means a person as defined in clause 3.8.
Election Campaign	includes council, State and Federal Election Campaigns.
Joint organisation	a joint organisation established under section 400O of the Act.
Lord Mayor	includes the chairperson a joint organisation.
Members of CN staff	includes members of staff of joint organisations.
the Office	Office of Local Government.
Personal Information	means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose

identity is apparent or can reasonably be ascertained from the information or opinion.

the Procedures

means the *Procedures for the Administration of the Code of Conduct*.

the Regulation

means the *Local Government (General) Regulation 2005*.

Wholly advisory

Committee

means a CN Committee that CN has not delegated any functions to.

You

means a CN Official.

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Document Control

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Policy expert/writer	Governance and Council Executive Support Coordinator
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Legislative amendments	List legislative amendments that resulted in an amendment to this document
Relevant strategic direction	Open and Collaborative Leadership
Relevant legislation/Codes (reference to specific sections)	<ul style="list-style-type: none"> • <i>Local Government Act 1993 (NSW)</i> Ss 10A, 66, 223, 226, 252, 328B, 335, 343, 352, 353, , 439, 440, 441, 442, 443, 449, , 459, 749 • <i>Local Government (General) Regulation 2005 (NSW)</i> Clauses 193, 194 • <i>Model Code of Conduct for Local Councils in NSW (2018)</i> • <i>Procedures for the Administration of the Model Code of Conduct for Local Councils in NSW (2018)</i> • <i>Electoral Funding Act 2018 - Part 3 of Division 7, section 53</i>

	<ul style="list-style-type: none"> ▪ <i>Privacy and Personal Information Protection Act 1998 (NSW);</i> ▪ <i>Health Records and Information Privacy Act 2002 (NSW);</i> ▪ <i>Work Health and Safety Act 2011;</i> ▪ <i>Government Information (Public Access) Act 2009;</i> ▪ <i>Government Information (Public Access) Regulation 2018;</i> ▪ <i>State Records Act 1998;</i> ▪ <i>Public Interest Disclosures Act 1994;</i> ▪ <i>Corporations Act 2001 of the Commonwealth – section 9, 50;</i> ▪ <i>Environmental Planning and Assessment Act 1979;</i> ▪ <i>Interpretation Act 1987 – section 21C.</i>
Related policies/documents	<ul style="list-style-type: none"> ▪ Effective communication between Councillors and Staff Policy ▪ Code of Meeting Practice ▪ Media Policy
Related forms	<ul style="list-style-type: none"> ▪ Pecuniary Interest Declaration ▪ Non-Pecuniary Interest Declaration
Required on website	Yes
Authorisations	Nil

**Code of Conduct for Council Committee
Members, Delegates of Council and Council
Advisors**

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Part 1 Introduction

This Code of Conduct applies to Council Committee members and delegates of Council who are not Councillors or staff of the Council. It also applies to advisers of Council for the purposes of clause 4.12. It is based on the *Model Code of Conduct for Local Councils in NSW* (“the Model Code of Conduct”), which has been prescribed under the *Local Government (General) Regulation 2005* (the “Regulation”).

Section 440 of the *Local Government Act 1993* (“LGA”) requires every council (including county Councils) and joint organisation to adopt a Code of Conduct that incorporates the provisions of the Model Code of Conduct. A council’s or joint organisation’s adopted Code of Conduct may also include provisions that supplement the Model Code of Conduct and that extend its application to persons that are not “Council officials” for the purposes of the Model Code of Conduct (eg volunteers, contractors and members of wholly advisory Committees).

The Model Code of Conduct sets the minimum standards of conduct for CN officials. It is prescribed by regulation to assist CN officials to:

- understand and comply with the standards of conduct that are expected of them
- enable them to fulfil their statutory duty to act honestly and exercise a reasonable degree of care and diligence (section 439)
- act in a way that enhances public confidence in local government.

Councillors, members of staff of councils, delegates of councils, (including members of council committees that are delegates of a council) and any other person a council’s adopted Code of Conduct applies to, must comply with the applicable provisions of their council’s Code of Conduct. It is the personal responsibility of CN officials to comply with the standards in this Code and to regularly review their personal circumstances and conduct with this in mind.

Failure by a council committee member or delegate of the council to comply with CN’s Code of Conduct may give rise to disciplinary action.

Part 2 General conduct obligations

General conduct

- 2.1 You must not conduct yourself in a manner that:
- is likely to bring CN or other CN officials into disrepute
 - is contrary to statutory requirements or the CN's administrative requirements or policies
 - is improper or unethical
 - is an abuse of power
 - causes, comprises or involves intimidation or verbal abuse
 - involves the misuse of your position to obtain a private benefit
 - constitutes harassment or bullying behaviour under this Code, or is unlawfully discriminatory.
- 2.2 You must act lawfully, honestly and exercise a reasonable degree of care and diligence in carrying out your functions under the Act or any other Act (*section 439*).
- 2.3 You must treat others with respect at all times.

Fairness and equity

- 2.4 You must consider issues consistently, promptly and fairly. You must deal with matters in accordance with established procedures, in a non-discriminatory manner.
- 2.5 You must take all relevant facts known to you, or that you should be reasonably aware of, into consideration and have regard to the particular merits of each case. You must not take irrelevant matters or circumstances into consideration when making decisions.
- 2.6 An act or omission in good faith, whether or not it involves error, will not constitute a breach of clauses 2.4 or 2.5.

Harassment and discrimination

- 2.7 You must not harass or unlawfully discriminate against others, or support others who harass or unlawfully discriminate against others. This includes, but is not limited to, harassment and discrimination on the grounds of sex, pregnancy, breastfeeding, age, race, responsibilities as a carer, marital or domestic status, disability, homosexuality, transgender status, infectious disease or political, religious or other affiliation.
- 2.8 For the purposes of this Code, "harassment" is any form of behaviour towards a person that:
- is not wanted by the person
 - offends, humiliates or intimidates the person, and
 - creates a hostile environment.

Bullying

- 2.9 You must not engage in bullying behaviour towards others.
- 2.10 For the purposes of this Code, "bullying behaviour" is any behaviour in which:
- a person or a group of people repeatedly behaves unreasonably towards another person or a group of persons and

- b) the behaviour creates a risk to health and safety.

2.11 Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:

- a) aggressive, threatening or intimidating conduct
- b) belittling or humiliating comments
- c) spreading malicious rumours
- d) teasing, practical jokes or 'initiation ceremonies'
- e) exclusion from work-related events
- f) unreasonable work expectations, including too much or too little work, or work below or beyond a worker's skill level
- g) displaying offensive material
- h) pressure to behave in an inappropriate manner.

2.12 Reasonable management action carried out in a reasonable manner does not constitute bullying behaviour for the purposes of this Code. Examples of reasonable management action may include, but are not limited to:

- a) performance management processes
- b) disciplinary action for misconduct
- c) informing a worker about unsatisfactory work performance or inappropriate work behaviour
- d) directing a worker to perform duties in keeping with their job
- e) maintaining reasonable workplace goals and standards
- f) legitimately exercising a regulatory function
- g) legitimately implementing a Council policy or administrative processes.

Work health and safety

2.13 All CN officials, including Councillors, owe statutory duties under the *Work Health and Safety Act 2011* (WH&S Act). You must comply with your duties under the WH&S Act and your responsibilities under any policies or procedures adopted by the Council to ensure workplace health and safety. Specifically, you must:

- a) take reasonable care for your own health and safety
- b) take reasonable care that your acts or omissions do not adversely affect the health and safety of other persons
- c) comply, so far as you are reasonably able, with any reasonable instruction that is given to ensure compliance with the WH&S Act and any policies or procedures adopted by CN to ensure workplace health and safety
- d) cooperate with any reasonable policy or procedure of CN relating to workplace health or safety that has been notified to CN staff
- e) report accidents, incidents, near misses, to the CEO or such other staff member nominated by the CEO, and take part in any incident investigations
- f) so far as is reasonably practicable, consult, co-operate and coordinate with all others who have a duty under the WH&S Act in relation to the same matter.

Land use planning, development assessment and other regulatory functions

2.14 You must ensure that land use planning, development assessment and other regulatory decisions are properly made, and that all parties are dealt with fairly. You must avoid any occasion for suspicion of improper conduct in the exercise of land use planning, development assessment and other regulatory functions.

2.15 In exercising land use planning, development assessment and other regulatory functions, you must ensure that no action, statement or communication between yourself and others conveys any suggestion of willingness to improperly provide concessions or preferential or unduly unfavourable treatment.

Obligations in relation to meetings

2.16 You must comply with rulings by the chair at Council and Committee meetings or other proceedings of the Council unless a motion dissenting from the ruling is passed.

2.17 You must not engage in bullying behaviour (as defined under this Part) towards the chair, other CN officials or any members of the public present during Council or Committee meetings or other proceedings of the Council (such as, but not limited to, workshops and briefing sessions).

2.18 You must not engage in conduct that disrupts Council or Committee meetings or other proceedings of the Council (such as, but not limited to, workshops and briefing sessions), or that would otherwise be inconsistent with the orderly conduct of meetings.

Part 3 Pecuniary interests

What is a pecuniary interest?

- 3.1 A pecuniary interest is an interest you have in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to you or a person referred to in clause 3.3.
- 3.2 You will not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision you might make in relation to the matter, or if the interest is of a kind specified in clause 3.6.
- 3.3 For the purposes of this Part, you will have a pecuniary interest in a matter if the pecuniary interest is:
- a) your interest, or
 - b) the interest of your spouse or de facto partner, your relative, or your partner or employer, or
 - c) a company or other body of which you, or your nominee, partner or employer, is a shareholder or member.
- 3.4 For the purposes of clause 3.3:
- a) Your “relative” is any of the following:
 - i) your parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
 - ii) your spouse’s or de facto partner’s parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
 - iii) the spouse or de facto partner of a person referred to in paragraphs (i) and (ii).
 - b) “de facto partner” has the same meaning as defined in section 21C of the *Interpretation Act 1987*.
- 3.5 You will not have a pecuniary interest in relation to a person referred to in subclauses 3.3(b) or (c):
- a) if you are unaware of the relevant pecuniary interest of your spouse, de facto partner, relative, partner, employer or company or other body, or
 - b) just because the person is a member of, or is employed by, a council or a statutory body, or is employed by the Crown, or
 - c) just because 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.

What interests do not have to be disclosed?

- 3.6 You do not have to disclose the following interests for the purposes of this Part:
- a) your interest as an elector
 - b) your interest as a ratepayer or person liable to pay a charge
 - c) an interest you 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 you 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 your relative by CN

in the same manner and subject to the same conditions as apply to persons who are not subject to this Code

- e) an interest you have as a member of a club or other organisation or association, unless the interest is as the holder of an office in the club or organisation (whether remunerated or not)
- f) if you are a CN Committee member, an interest you have as a person chosen to represent the community, or as a member of a non-profit organisation or other community or special interest group, if you have been appointed to represent the organisation or group on the Council Committee
- g) an interest you 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
- h) an interest you have arising from the proposed making by CN of an agreement between CN and a corporation, association or partnership, being a corporation, association or partnership that has more than 25 members, if the interest arises because your 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
- i) an interest you have arising from the making by CN of a contract or agreement with your relative for, or in relation to, any of the following, 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 CN in respect of similar matters with other residents of the area:
 - i) the performance by CN at the expense of your relative of any work or service in connection with roads or sanitation
 - ii) security for damage to footpaths or roads
 - iii) any other service to be rendered, or act to be done, by CN by or under any Act conferring functions on CN, or by or under any contract
- j) an interest of a person arising from the passing for payment of a regular account for the wages or salary of an employee who is a relative of the person
- k) an interest arising from being covered by, or a proposal to be covered by, indemnity insurance as a Council Committee member

3.7 For the purposes of clause 3.6, “relative” has the same meaning as in clause 3.4, but includes your spouse or de facto partner.

What disclosures must be made by a designated person?

3.8 Designated persons include:

- a) a person who is a CN delegate and who holds a position identified by CN as the position of a designated person because it involves the exercise of functions (such as regulatory functions or contractual functions) that, in their exercise, could give rise to a conflict between the person’s duty as a delegate and the person’s private interest
- b) a person (other than a member of the senior staff of CN) who is a member of a CN Committee identified by CN as a Committee whose members are designated persons because the functions of the Committee involve the exercise of CN’s functions (such as regulatory functions or contractual functions) that, in their exercise, could give rise to a conflict between the member’s duty as a member of the Committee and the member’s private interest.

3.9 A designated person:

- a) must prepare and submit written returns of interests in accordance with clause 3.15, and
- b) must disclose pecuniary interests in accordance with clause 3.10.

- 3.10 A designated person must disclose in writing to the CEO the nature of any pecuniary interest the person has in any CN matter with which the person is dealing as soon as practicable after becoming aware of the interest.
- 3.11 The CEO must, on receiving a disclosure from a designated person, deal with the matter to which the disclosure relates or refer it to another person to deal with.

What disclosures must be made by CN advisers?

- 3.12 A person who, at the request or with the consent of CN or a CN Committee, gives advice on any matter at any meeting of the Council or Committee, must disclose the nature of any pecuniary interest the person has in the matter to the meeting at the time the advice is given. The person is not required to disclose the person's interest as an adviser.
- 3.13 A person does not breach clause 3.12 if the person 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 pecuniary interest.

What disclosures must be made by a CN Committee member?

- 3.14 A CN Committee member must disclose pecuniary interests in accordance with clause 3.22 and comply with clause 3.23.

Note: A CN Committee member identified CN as a “designated person” for the purposes of clause 3.8(b) must also prepare and submit written returns of interests in accordance with clause 3.15.

Disclosure of interests in written returns

- 3.15 A designated person must make and lodge with the CEO a return in the form set out in schedule 2 to this Code, disclosing the designated person's interests as specified in schedule 1 to this Code within 3 months after:
- becoming a designated person, and
 - 30 June of each year, and
 - the designated person becoming aware of an interest they are required to disclose under schedule 1 that has not been previously disclosed in a return lodged under paragraphs (a) or (b).
- 3.16 A person need not make and lodge a return under clause 3.15, paragraphs (a) and (b) if:
- they made and lodged a return under that clause in the preceding 3 months, or
 - they have ceased to be a designated in the preceding 3 months.
- 3.17 A person must not make and lodge a return that the person knows or ought reasonably to know is false or misleading in a material particular.
- 3.18 The CEO must keep a register of returns required to be made and lodged with the CEO.

- 3.19 Returns required to be lodged with the CEO under clause 3.15 (a) and (b) must be tabled at the first meeting of the Council after the last day the return is required to be lodged.
- 3.20 Returns required to be lodged with the CEO under clause 3.15 (c) must be tabled at the next Council meeting after the return is lodged.
- 3.21 Information contained in returns made and lodged under clause 3.15 is to be made publicly available in accordance with the requirements of the *Government Information (Public Access) Act 2009*, the *Government Information (Public Access) Regulation 2009* and any guidelines issued by the Information Commissioner.

Disclosure of pecuniary interests at meetings

- 3.22 A CN Committee member who has a pecuniary interest in any matter with which CN is concerned, and who is present at a meeting of the Committee at which the matter is being considered, must disclose the nature of the interest to the meeting as soon as practicable.
- 3.23 The CN Committee member must not be present at, or in sight of, the meeting of the Committee:
- a) at any time during which the matter is being considered or discussed by the Committee, or
 - b) at any time during which the Committee is voting on any question in relation to the matter.
- 3.24 A disclosure made at a meeting of a CN Committee must be recorded in the minutes of the meeting.
- 3.25 A general notice may be given to the CEO in writing by a CN Committee member to the effect that the CN Committee member, or the CN Committee member 'spouse, de facto partner or relative, is:
- a) a member of, or in the employment of, a specified company or other body, or
 - b) a partner of, or in the employment of, a specified person.
- Such a notice is, unless and until the notice is withdrawn or until the end of the term of CN in which it is given (whichever is the sooner), sufficient disclosure of the Council Committee member's interest in a matter relating to the specified company, body or person that may be the subject of consideration by the CN Committee after the date of the notice.
- 3.26 A CN Committee member 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 the CN Committee member has an interest in the matter of a kind referred to in clause 3.6.
- 3.27 A person does not breach clauses 3.22 or 3.23 if the person 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 pecuniary interest.
- 3.28 The Minister for Local Government may, conditionally or unconditionally, allow a CN Committee member who has a pecuniary interest in a matter with which CN is concerned

to be present at a meeting of the Committee, to take part in the consideration or discussion of the matter and to vote on the matter if the Minister is of the opinion that it is in the interests of the electors for the area to do so.

- 3.29 A CN Committee member with a pecuniary interest in a matter who is permitted to be present at a meeting of the Committee, to take part in the consideration or discussion of the matter and to vote on the matter under clause 3.28, must still disclose the interest they have in the matter in accordance with clause 3.22.

Part 4 Non-Pecuniary conflicts of interest

What is a non-pecuniary conflict of interest?

- 4.1 Non-pecuniary interests are private or personal interests a CN official has that do not amount to a pecuniary interest as defined in clause 3.1 of this Code. These commonly arise out of family or personal relationships, or out of involvement in sporting, social, religious or other cultural groups and associations, and may include an interest of a financial nature.
- 4.2 A non-pecuniary conflict of interest exists where a reasonable and informed person would perceive that you could be influenced by a private interest when carrying out your official functions in relation to a matter.
- 4.3 The personal or political views of a CN official do not constitute a private interest for the purposes of clause 4.2.
- 4.4 Non-pecuniary conflicts of interest must be identified and appropriately managed to uphold community confidence in the probity of CN decision-making. The onus is on you to identify any non-pecuniary conflict of interest you may have in matters that you deal with, to disclose the interest fully and in writing, and to take appropriate action to manage the conflict in accordance with this Code.
- 4.5 When considering whether or not you have a non-pecuniary conflict of interest in a matter you are dealing with, it is always important to think about how others would view your situation.

Managing non-pecuniary Conflict of Interests

- 4.6 Where you have a non-pecuniary conflict of interest in a matter for the purposes of clause 4.2, you must disclose the relevant private interest you have in relation to the matter fully and in writing as soon as practicable after becoming aware of the non-pecuniary conflict of interest and on each occasion on which the non-pecuniary conflict of interest arises in relation to the matter.
- 4.7 If a disclosure is made at a Committee meeting, both the disclosure and the nature of the interest must be recorded in the minutes on each occasion on which the non-pecuniary conflict of interest arises. This disclosure constitutes disclosure in writing for the purposes of clause 4.6.

- 4.8 How you manage a non-pecuniary conflict of interest will depend on whether or not it is significant.
- 4.9 As a general rule, a non-pecuniary conflict of interest will be significant where it does not involve a pecuniary interest for the purposes of clause 3.1, but it involves:
- a) a relationship between a CN official and another person who is affected by a decision or a matter under consideration that is particularly close, such as a current or former spouse or de facto partner, a relative for the purposes of clause 3.4 or another person from the CN official's extended family that the CN official has a close personal relationship with, or another person living in the same household;
 - b) other relationships with persons who are affected by a decision or a matter under consideration that are particularly close, such as friendships and business relationships. Closeness is defined by the nature of the friendship or business relationship, the frequency of contact and the duration of the friendship or relationship;
 - c) an affiliation between the CN official and an organisation (such as a sporting body, club, religious, cultural or charitable organisation, corporation or association) that is affected by a decision or a matter under consideration that is particularly strong. The strength of a CN official's affiliation with an organisation is to be determined by the extent to which they actively participate in the management, administration or other activities of the organisation;
 - d) membership, as the CN's representative, of the board or management Committee of an organisation that is affected by a decision or a matter under consideration, in circumstances where the interests of CN and the organisation are potentially in conflict in relation to the particular matter;
 - e) a financial interest (other than an interest of a type referred to in clause 3.6) that is not a pecuniary interest for the purposes of clause 3.1;
 - f) the conferral or loss of a personal benefit other than one conferred or lost as a member of the community or a broader class of people affected by a decision.
- 4.10 Significant non-pecuniary conflicts of interest must be managed in one of two ways:
- a) by not participating in consideration of, or decision making in relation to, the matter in which you have the significant non-pecuniary conflict of interest and the matter being allocated to another person for consideration or determination, or
 - b) if the significant non-pecuniary conflict of interest arises in relation to a matter under consideration at a Council or Committee meeting, by managing the conflict of interest as if you had a pecuniary interest in the matter by complying with clauses 3.22 and 3.23.
- 4.11 If you determine that a non-pecuniary conflict of interest in a matter that is not significant and does not require further action, 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.
- 4.12 CN Committee members are not required to declare and manage a non-pecuniary conflict of interest in accordance with the requirements of this Part where it arises from an interest they have as a person chosen to represent the community, or as a member

of a non-profit organisation or other community or special interest group, if they have been appointed to represent the organisation or group on the CN Committee.

- 4.13 The Minister for Local Government may, conditionally or unconditionally, allow a CN Committee member who is precluded under this Part from participating in the consideration of a matter to be present at a meeting of the Committee, to take part in the consideration or discussion of the matter and to vote on the matter if the Minister is of the opinion that it is in the interests of the electors for the area to do so.
- 4.14 Where the Minister exempts a Committee member from complying with a requirement under this Part under clause 4.13, the Committee member must still disclose any interests they have in the matter the exemption applies to, in accordance with clause 4.6.

Personal dealings with CN

- 4.15 You may have reason to deal with CN in your personal capacity (for example, as a ratepayer, recipient of a CN service or applicant for a development consent granted by CN). You must not expect or request preferential treatment in relation to any matter in which you have a private interest because of your position. You must avoid any action that could lead members of the public to believe that you are seeking preferential treatment.
- 4.16 You must undertake any personal dealings you have with CN in a manner that is consistent with the way other members of the community deal with CN. You must also ensure that you disclose and appropriately manage any conflict of interest you may have in any matter in accordance with the requirements of this Code.

Part 5 Personal benefit

- 5.1 For the purposes of this Part, a gift or benefit is something offered to or received by a CN official or someone personally associated with them for their personal use and enjoyment.
- 5.2 A reference to a gift or benefit in this Part does not include:
- a) a political donation for the purposes of the *Electoral Funding Act 2018*
 - b) a gift provided to CN as part of a cultural exchange or sister-city relationship that is not converted for the personal use or enjoyment of any individual CN official or someone personally associated with them
 - c) attendance by a CN official at a work-related event or function for the purposes of performing their official duties, or
 - d) free or subsidised meals, beverages or refreshments of token value provided to CN officials in conjunction with the performance of their official duties such as, but not limited to:
 - i) the discussion of official business
 - ii) work-related events such as CN-sponsored or community events, training, education sessions or workshops
 - iii) conferences
 - iv) CN functions or events
 - v) social functions organised by groups, such as CN Committees and community organisations.

Gifts and benefits

- 5.3 You must avoid situations that would give rise to the appearance that a person or body is attempting to secure favourable treatment from you or from CN, through the provision of gifts, benefits or hospitality of any kind to you or someone personally associated with you.
- 5.4 A gift or benefit is deemed to have been accepted by you for the purposes of this Part, where it is received by you or someone personally associated with you. .

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

- 5.5 You must not:
- a) seek or accept a bribe or other improper inducement;
 - b) seek gifts or benefits of any kind;
 - c) accept any gift or benefit that may create a sense of obligation on your part, or may be perceived to be intended or likely to influence you in carrying out your public duty;
 - d) subject to clause 5.7, accept any gift or benefit of more than token value as defined by clause 5.9;
 - e) accept an offer of cash or a cash-like gift as defined by clause 5.13, regardless of the amount;
 - f) participate in competitions for prizes where eligibility is based on the Council being in or entering into a customer–supplier relationship with the competition organiser;
 - g) personally benefit from reward points programs when purchasing on behalf of CN.

- 5.6 Where you receive a gift or benefit of any value other than one referred to in clause 5.2, you must disclose this promptly to the CEO in writing. The CEO must ensure that, at a minimum, the following details are recorded in the Council's gift register:
- a) the nature of the gift or benefit
 - b) the estimated monetary value of the gift or benefit
 - c) the name of the person who provided the gift or benefit, and
 - d) the date on which the gift or benefit was received.
- 5.7 Where you receive a gift or benefit of more than a token value that cannot reasonably be refused or returned, the gift or benefit must be surrendered to CN, unless the nature of the gift or benefit makes this impractical.

Gifts and benefits of token value

- 5.8 You may accept gifts and benefits of token value. Gifts and benefits of token value are one or more gifts or benefits received from a person or organisation over a 12-month period that, when aggregated, do not exceed a value of \$50. They include, but are not limited to:
- a) invitations to and attendance at local social, cultural or sporting events with a ticket value that does not exceed \$50
 - b) gifts of alcohol that do not exceed a value of \$50
 - c) ties, scarves, coasters, tie pins, diaries, chocolates or flowers or the like
 - d) prizes or awards that do not exceed \$50 in value.

Gifts and benefits of more than token value

- 5.9 Gifts or benefits that exceed \$50 in value are gifts or benefits of more than token value for the purposes of clause 5.5(d) and, subject to clause 5.7, must not be accepted.
- 5.10 Gifts and benefits of more than token value include, but are not limited to, tickets to major sporting events (such as international matches or matches in national sporting codes) with a ticket value that exceeds \$50, corporate hospitality at a corporate facility at major sporting events, free or discounted products or services for personal use provided on terms that are not available to the general public or a broad class of persons, the use of holiday homes, artworks, free or discounted travel.
- 5.11 Where you have accepted a gift or benefit of token value from a person or organisation, you must not accept a further gift or benefit from the same person or organisation or another person associated with that person or organisation within a single 12-month period where the value of the gift, added to the value of earlier gifts received from the same person or organisation, or a person associated with that person or organisation, during the same 12-month period would exceed \$50 in value.
- 5.12 For the purposes of this Part, the value of a gift or benefit is the monetary value of the gift or benefit inclusive of GST.

“Cash-like gifts”

- 5.13 For the purposes of clause 5.5(e), “cash-like gifts” include but are not limited to, gift vouchers, credit cards, debit cards with credit on them, prepayments such as phone or

internet credit, lottery tickets, memberships or entitlements to discounts that are not available to the general public or a broad class of persons.

Improper and undue influence

- 5.14 You must not use your position to influence other CN Officials in the performance of their official functions to obtain a private benefit for yourself or for somebody else
- 5.15 You must not take advantage (or seek to take advantage) of your status or position with CN, or of functions you perform for CN, , in order to obtain a private benefit for yourself or for any other person or body.

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Part 6 Access to information and CN resources

Use of certain CN information

- 6.1 In regard to information obtained in your capacity as a CN official, you must:
- a) only access CN information needed for CN business;
 - b) not use that CN information for private purposes;
 - c) not seek or obtain, either directly or indirectly, any financial benefit or other improper advantage for yourself, or any other person or body, from any information to which you have by virtue of your position with CN; and
 - d) only release CN information in accordance with established CN policies and procedures and in compliance with relevant legislation.

Use and security of confidential information

- 6.2 You must maintain the integrity and security of confidential information in your possession, or for which you are responsible.
- 6.3 In addition to your general obligations relating to the use of CN information, you must:
- a) Only access confidential information that you have been authorised to access and only do so for the purposes of exercising your official functions
 - b) protect confidential information;
 - c) only release confidential information if you have authority to do so;
 - d) only use confidential information for the purpose it is intended to be used;
 - e) not use confidential information gained through your official position for the purpose of securing a private benefit for yourself or for any other person;
 - f) not use confidential information with the intention to cause harm or detriment to CN or any other person or body; and
 - g) not disclose any confidential information discussed during a confidential session of a Council or Committee meeting or any other confidential forum (such as, but not limited to, workshops or briefing sessions).

Personal Information

- 6.4 When dealing with Personal Information you 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) CN's privacy management plan; and

- e) the Privacy Code of Practice for Local Government.

Use of CN resources

- 6.5 You must use CN resources ethically, effectively, efficiently and carefully in exercising your official functions, and must not use them for private purposes unless this use is lawfully authorised and proper payment is made where appropriate.
- 6.6 You must be scrupulous in your use of CN property, including intellectual property, official services, facilities, technology and electronic devices and must not permit their misuse by any other person or body.
- 6.7 You must avoid any action or situation that could create the appearance that CN property, official services or public facilities are being improperly used for your benefit or the benefit of any other person or body.
- 6.8 You must not use CN resources (including CN staff), property or facilities for the purpose of assisting your Election Campaign or the Election Campaign of others 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.
- 6.9 You must not use CN letterhead, CN crests, CN email or social media or other information that could give the appearance it is official CN material:
 - a) for the purpose of assisting your Election Campaign or the Election Campaign of others, or
 - b) for other non-official purposes.
- 6.10 You must not convert any property of CN to your own use unless properly authorised.

Internet access

- 6.11 You must not use CN's computer resources or mobile or other devices to search for, access, download or communicate any material of an offensive, obscene, pornographic, threatening, abusive or defamatory nature, or that could otherwise lead to criminal penalty or civil liability and/or damage the CN's reputation.

CN record keeping

- 6.12 You must comply with the requirements of the *State Records Act 1998* and CN's records management policy.
- 6.13 All information created, sent and received in your official capacity is a CN record and must be managed in accordance with the requirements of the *State Records Act 1998* and CN's approved records management policies and practices.
- 6.14 All information stored in either soft or hard copy on CN supplied resources (including technology devices and email accounts) is deemed to be related to the business of CN

and will be treated as CN records, regardless of whether the original intention was to create the information for personal purposes.

- 6.15 You must not destroy, alter, or dispose of CN information or records, unless authorised to do so. If you need to alter or dispose of CN information or records, you must do so in consultation with CN's records manager and comply with the requirements of the *State Records Act 1998*.

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Part 7 Maintaining the integrity of this Code

Complaints made for an improper purpose

- 7.1 You 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 CN Official;
 - b) to damage another CN Official's reputation;
 - c) to obtain a political advantage;
 - d) to influence a CN Official in the exercise of their official functions or to prevent or disrupt the exercise of those functions;
 - e) to influence CN in the exercise of its functions or to prevent or disrupt the exercise of those functions;
 - f) to avoid disciplinary action under the Procedures;
 - g) to take reprisal action against a person for making a complaint alleging a breach of this Code;
 - h) to take reprisal action against a person for exercising a function prescribed under the Procedures;
 - i) to prevent or disrupt the effective administration of this Code under the Procedures.

Detrimental action

- 7.3 You must not take detrimental action, or cause detrimental action to be taken, against a person substantially in reprisal for a complaint they have made alleging a breach of this Code.
- 7.4 You must not take detrimental action, or cause detrimental action to be taken, against a person substantially in reprisal for any function they have exercised under the Procedures.
- 7.5 For the purposes of clauses 7.3 and 7.4 detrimental action is an action causing, comprising or involving any of the following:
- a) injury, damage or loss;
 - b) intimidation or harassment;
 - c) discrimination, disadvantage or adverse treatment in relation to employment;
 - d) dismissal from, or prejudice in, employment; or
 - e) disciplinary proceedings.

Compliance with requirements under the Procedures

- 7.6 You must not engage in conduct that is calculated to impede or disrupt the consideration of a matter under the Procedures.
- 7.7 You must comply with a reasonable and lawful request made by a person exercising a function under the Procedures. A failure to make a written or oral submission invited under the Procedures will not constitute a breach of this clause.

Disclosure of information about the consideration of a matter under the Procedures

- 7.8 All allegations of breaches of this Code must be dealt with under and in accordance with the Procedures.
- 7.9 You must not allege breaches of this Code other than by way of a complaint made or initiated under the Procedures.
- 7.10 You must not make allegations about, or disclose information about, suspected breaches of this Code at Council, Committee or other meetings, whether open to the public or not, or in any other forum, whether public or not.
- 7.11 You must not disclose information about a complaint you have made alleging a breach of this Code or a matter being considered under the Procedures except for the purposes of seeking legal advice, unless the disclosure is otherwise permitted under the Procedures.
- 7.12 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 1994.

SCHEDULE 1: DISCLOSURES OF INTERESTS AND OTHER MATTERS IN WRITTEN RETURNS SUBMITTED UNDER CLAUSE 3.15

Part 1: Preliminary

Definitions

1. For the purposes of the schedules to this Code, the following definitions apply:

address means:

- a) in relation to a person other than a corporation, the last residential or business address of the person known to the Councillor or designated person disclosing the address, or
- b) in relation to a corporation, the address of the registered office of the corporation in New South Wales or, if there is no such office, the address of the principal office of the corporation in the place where it is registered, or
- c) in relation to any real property, the street address of the property.

de facto partner has the same meaning as defined in section 21C of the *Interpretation Act 1987*.

disposition of property means a conveyance, transfer, assignment, settlement, delivery, payment or other alienation of property, including the following:

- a) the allotment of shares in a company
- b) the creation of a trust in respect of property
- c) the grant or creation of a lease, mortgage, charge, easement, licence, power, partnership or interest in respect of 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 respect of 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 who intends by the transaction to diminish, directly or indirectly, the value of the person's own property and to increase the value of the property of another person.

gift means a disposition of property made otherwise than by will (whether or not by instrument in writing) without consideration, or with inadequate consideration, in money or money's worth passing from the person to whom the disposition was made to the person who made the disposition, but does not include a financial or other contribution to travel.

interest means:

- a) in relation to property, an estate, interest, right or power, at law or in equity, in or over the property, or
- b) in relation to a corporation, a relevant interest (within the meaning of section 9 of the *Corporations Act 2001* of the Commonwealth) in securities issued or made available by the corporation.

listed company means a company that is listed within the meaning of section 9 of the *Corporations Act 2001* of the Commonwealth.

occupation includes trade, profession and vocation.

professional or business association means an incorporated or unincorporated body or organisation having as one of its objects or activities the promotion of the economic interests of its members in any occupation.

property includes money.

return date means:

- a) in the case of a return made under clause 3.15(a), the date on which a person became a Councillor or designated person
- b) in the case of a return made under clause 3.15(b), 30 June of the year in which the return is made
- c) in the case of a return made under clause 3.15(c), the date on which the Councillor or designated person became aware of the interest to be disclosed.

relative includes any of the following:

- a) a person's spouse or de facto partner
- b) a person's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
- c) a person's spouse's or de facto partner's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
- d) the spouse or de facto partner of a person referred to in paragraphs (b) and (c).

travel includes accommodation incidental to a journey.

Matters relating to the interests that must be included in returns

2. *Interests etc. outside New South Wales:* A reference in this schedule or in schedule 2 to a disclosure concerning a corporation or other thing includes any reference to a disclosure concerning a corporation registered, or other thing arising or received, outside New South Wales.
3. *References to interests in real property:* A reference in this schedule or in schedule 2 to real property in which a Councillor or designated person has an interest includes a reference to any real property situated in Australia in which the designated person has an interest.
4. *Gifts, loans etc. from related corporations:* For the purposes of this schedule and schedule 2, gifts or contributions to travel given, loans made, or goods or services supplied, to a designated person by two or more corporations that are related to each other for the purposes of section 50 of the *Corporations Act 2001* of the Commonwealth are all given, made or supplied by a single corporation.

Part 2: Pecuniary interests to be disclosed in returns

Real property

5. A person making a return under clause 3.15 of this Code must disclose:
 - a) the street address of each parcel of real property in which they had an interest on the return date, and
 - b) the street address of each parcel of real property in which they had an interest in the period since 30 June of the previous financial year, and
 - c) the nature of the interest.

6. An interest in a parcel of real property need not be disclosed in a return if the person making the return had the interest only:
 - a) as executor of the will, or administrator of the estate, of a deceased person and not as a beneficiary under the will or intestacy, or
 - b) as a trustee, if the interest was acquired in the ordinary course of an occupation not related to their duties as the holder of a position required to make a return.

7. An interest in a parcel of real property need not be disclosed in a return if the person ceased to hold the interest prior to becoming a Councillor or designated person.

8. For the purposes of clause 5 of this schedule, "interest" includes an option to purchase.

Gifts

9. A person making a return under clause 3.15 of this Code must disclose:
 - a) a description of each gift received in the period since 30 June of the previous financial year, and
 - b) the name and address of the donor of each of the gifts.

10. A gift need not be included in a return if:
 - a) it did not exceed \$500, unless it was among gifts totalling more than \$500 made by the same person during a period of 12 months or less, or
 - b) it was a political donation disclosed, or required to be disclosed, under Part 3 of the *Electoral Funding Act 2018*, or
 - c) the donor was a relative of the donee, or
 - d) subject to paragraph (a), it was received prior to the person becoming a Councillor or designated person.

11. For the purposes of clause 10 of this schedule, the amount of a gift other than money is an amount equal to the value of the property given.

Contributions to travel

12. A person making a return under clause 3.15 of this Code must disclose:
 - a) the name and address of each person who made any financial or other contribution to the expenses of any travel undertaken by the person in the period since 30 June of the previous financial year, and
 - b) the dates on which the travel was undertaken, and
 - c) the names of the states and territories, and of the overseas countries, in which the travel was undertaken.

13. A financial or other contribution to any travel need not be disclosed under this clause if it:
- was made from public funds (including a contribution arising from travel on free passes issued under an Act or from travel in government or Council vehicles), or
 - was made by a relative of the traveller, or
 - was made in the ordinary course of an occupation of the traveller that is not related to their functions as the holder of a position requiring the making of a return, or
 - did not exceed \$250, unless it was among gifts totalling more than \$250 made by the same person during a 12-month period or less, or
 - was a political donation disclosed, or required to be disclosed, under Part 3 of the *Electoral Funding Act 2018*, or
 - was made by a political party of which the traveller was a member and the travel was undertaken for the purpose of political activity of the party in New South Wales, or to enable the traveller to represent the party within Australia, or
 - subject to paragraph (d) it was received prior to the person becoming a Councillor or designated person.
14. For the purposes of clause 13 of this schedule, the amount of a contribution (other than a financial contribution) is an amount equal to the value of the contribution.

Interests and positions in corporations

15. A person making a return under clause 3.15 of this Code must disclose:
- the name and address of each corporation in which they had an interest or held a position (whether remunerated or not) on the return date, and
 - the name and address of each corporation in which they had an interest or held a position in the period since 30 June of the previous financial year, and
 - the nature of the interest, or the position held, in each of the corporations, and
 - a description of the principal objects (if any) of each of the corporations, except in the case of a listed company.
16. An interest in, or a position held in, a corporation need not be disclosed if the corporation is:
- formed for the purpose of providing recreation or amusement, or for promoting commerce, industry, art, science, religion or charity, or for any other community purpose, and
 - required to apply its profits or other income in promoting its objects, and
 - prohibited from paying any dividend to its members.
17. An interest in a corporation need not be disclosed if the interest is a beneficial interest in shares in a company that does not exceed 10 per cent of the voting rights in the company.
18. An interest or a position in a corporation need not be disclosed if the person ceased to hold the interest or position prior to becoming a Councillor or designated person.

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

19. A person making a return under clause 3.15 of this Code must disclose whether they were a property developer, or a close associate of a corporation that, or an individual who, is a property developer, on the return date.
20. For the purposes of clause 19 of this schedule:

close associate, in relation to a corporation or an individual, has the same meaning as it has in section 53 of the *Electoral Funding Act 2018*.

property developer has the same meaning as it has in Division 7 of Part 3 of the *Electoral Funding Act 2018*.

Positions in trade unions and professional or business associations

21. A person making a return under clause 3.15 of the Code must disclose:
 - a) the name of each trade union, and of each professional or business association, in which they held any position (whether remunerated or not) on the return date, and
 - b) the name of each trade union, and of each professional or business association, in which they have held any position (whether remunerated or not) in the period since 30 June of the previous financial year, and
 - c) a description of the position held in each of the unions and associations.

22. A position held in a trade union or a professional or business association need not be disclosed if the person ceased to hold the position prior to becoming a Councillor or designated person.

Dispositions of real property

23. A person making a return under clause 3.15 of this Code must disclose particulars of each disposition of real property by the person (including the street address of the affected property) in the period since 30 June of the previous financial year, under which they wholly or partly retained the use and benefit of the property or the right to re-acquire the property.

24. A person making a return under clause 3.15 of this Code must disclose particulars of each disposition of real property to another person (including the street address of the affected property) in the period since 30 June of the previous financial year, that is made under arrangements with, but is not made by, the person making the return, being a disposition under which the person making the return obtained wholly or partly the use of the property.

25. A disposition of real property need not be disclosed if it was made prior to a person becoming a designated person.

Sources of income

26. A person making a return under clause 3.15 of this Code must disclose:
 - a) each source of income that the person reasonably expects to receive in the period commencing on the first day after the return date and ending on the following 30 June, and
 - b) each source of income received by the person in the period since 30 June of the previous financial year.

27. A reference in clause 26 of this schedule to each source of income received, or reasonably expected to be received, by a person is a reference to:
 - a) in relation to income from an occupation of the person:
 - (i) a description of the occupation, and
 - (ii) if the person is employed or the holder of an office, the name and address of their employer, or a description of the office, and

- (iii) if the person has entered into a partnership with other persons, the name (if any) under which the partnership is conducted, or
- b) in relation to income from a trust, the name and address of the settlor and the trustee, or
- c) in relation to any other income, a description sufficient to identify the person from whom, or the circumstances in which, the income was, or is reasonably expected to be, received.

28. The source of any income need not be disclosed by a person in a return if the amount of the income received, or reasonably expected to be received, by the person from that source did not exceed \$500, or is not reasonably expected to exceed \$500, as the case may be.

29. The source of any income received by the person that they ceased to receive prior to becoming a designated person need not be disclosed.

Debts

30. A person making a return under clause 3.15 of this Code must disclose the name and address of each person to whom the person was liable to pay any debt:

- a) on the return date, and
- b) at any time in the period since 30 June of the previous financial year.

31. A liability to pay a debt must be disclosed by a person in a return made under clause 3.9 whether or not the amount, or any part of the amount, to be paid was due and payable on the return date or at any time in the period since 30 June of the previous financial year, as the case may be.

32. A liability to pay a debt need not be disclosed by a person in a return if:

- a) the amount to be paid did not exceed \$500 on the return date or in the period since 30 June of the previous financial year, as the case may be, unless:
 - (i) the debt was one of two or more debts that the person was liable to pay to one person on the return date, or at any time in the period since 30 June of the previous financial year, as the case may be, and
 - (ii) the amounts to be paid exceeded, in the aggregate, \$500, or
- b) the person was liable to pay the debt to a relative, or
- c) in the case of a debt arising from a loan of money the person was liable to pay the debt to an authorised deposit-taking institution or other person whose ordinary business includes the lending of money, and the loan was made in the ordinary course of business of the lender, or
- d) in the case of a debt arising from the supply of goods or services:
 - (i) the goods or services were supplied in the period of 12 months immediately preceding the return date, or were supplied in the period since 30 June of the previous financial year, as the case may be, or
 - (ii) the goods or services were supplied in the ordinary course of any occupation of the person that is not related to their duties as the holder of a position required to make a return, or
- e) subject to paragraph (a), the debt was discharged prior to the person becoming a designated person.

Discretionary disclosures

33. A person may voluntarily disclose in a return any interest, benefit, advantage or liability, whether pecuniary or not, that is not required to be disclosed under another provision of this schedule.

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SCHEDULE 2: FORM OF WRITTEN RETURN OF INTERESTS SUBMITTED UNDER CLAUSE 3.15

'Disclosures by designated persons' return

1. The pecuniary interests and other matters to be disclosed in this return are prescribed by schedule 1 of the *Model Code of Conduct for Local Councils in NSW*.
2. If this is the first return you have been required to lodge with the CEO after becoming a Councillor or designated person, do not complete Parts C, D and I of the return. All other parts of the return should be completed with appropriate information based on your circumstances at the return date, that is, the date on which you became a Councillor or designated person.
3. If you have previously lodged a return with the CEO and you are completing this return for the purposes of disclosing a new interest that was not disclosed in the last return you lodged with the CEO, you must complete all parts of the return with appropriate information for the period from 30 June of the previous financial year or the date on which you became a designated person (whichever is the later date) to the return date which is the date you became aware of the new interest to be disclosed in your updated return.
4. If you have previously lodged a return with the CEO and are submitting a new return for the new financial year, you must complete all parts of the return with appropriate information for the 12-month period commencing on 30 June of the previous year to 30 June this year.
5. This form must be completed using block letters or typed.
6. 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.
7. If there are no pecuniary interests or other matters of the kind required to be disclosed under a heading in this form, the word "NIL" is to be placed in an appropriate space under that heading.

Important information

This information is being collected for the purpose of complying with clause 3.15 of the Code of Conduct for Council Committee Members, Delegates of Council and Council Advisors (the Code of Conduct).

You must not lodge a return that you know or ought reasonably to know is false or misleading in a material particular (see clause 3.18 of the Code of Conduct). Complaints about breaches of these requirements are to be referred to the Office of Local Government and may result in disciplinary action by the Council, the Chief Executive of the Office of Local Government or the NSW Civil and Administrative Tribunal.

The information collected on this form will be kept by the CEO in a register of returns. The CEO is required to table all returns at a Council meeting.

Information contained in returns made and lodged under clause 3.15 is to be made publicly available in accordance with the requirements of the *Government Information (Public Access) Act 2009*, the *Government Information (Public Access) Regulation 2009* and any guidelines issued by the Information Commissioner.

You have an obligation to keep the information contained in this return up to date. If you become aware of a new interest that must be disclosed in this return, or an interest that you have previously failed to disclose, you must submit an updated return within three months of becoming aware of the previously undisclosed interest.

Disclosure of pecuniary interests and other matters by [full name of designated person]

as at [return date]

in respect of the period from [date] to [date]

[designated person's signature]
[date]

A. Real Property

Street address of each parcel of real property in which I had an interest at the return date/at any time since 30 June	Nature of interest
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B. Sources of income

1 Sources of income I reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June

Sources of income I received from an occupation at any time since 30 June

Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)
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2 Sources of income I reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June

Sources of income I received from a trust since 30 June

Name and address of settlor	Name and address of trustee
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3 Sources of other income I reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June

Sources of other income I received at any time since 30 June

[Include description sufficient to identify the person from whom, or the circumstances in which, that income was received]

C. Gifts

Description of each gift I received at any time since 30 June Name and address of donor

D. Contributions to travel

Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time since 30 June	Dates on which travel was undertaken	Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken

E. Interests and positions in corporations

Name and address of each corporation in which I had an interest or held a position at the return date/at any time since 30 June	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if any) of corporation (except in case of listed company)

F. Were you a property developer or a close associate of a property developer on the return date? (Y/N)

G. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) at the return date/at any time since 30 June	Description of position

H. Debts

Name and address of each person to whom I was liable to pay any debt at the return date/at any time since 30 June

I. Dispositions of property

1 Particulars of each disposition of real property by me (including the street address of the affected property) at any time since 30 June as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

2 Particulars of each disposition of property to a person by any other person under arrangements made by me (including the street address of the affected property), being dispositions made at any time since 30 June, as a result of which I obtained, either wholly or in part, the use and benefit of the property

J. Discretionary disclosures

Annexure A - Definitions

In this Code the following definitions apply:

Act	means the <i>Local Government Act 1993</i> (NSW).
Chief Executive Officer (CEO)	means the Chief Executive Officer of Newcastle City Council and includes their delegate or authorised representative. References to the CEO are references to the General Manager appointed under the Act.
City of Newcastle (CN)	means Newcastle City Council. References to City of Newcastle are references to Newcastle City Council as prescribed under the Act.
Committee	see the definition of “CN Committee”.
Complaint	a Code of Conduct complaint made for the purposes of clauses 3.1 and 3.2 of the Procedures.
Conduct	includes acts and omissions.
Council	the elected Council.
CN Committee	means a Committee established by a CN comprising of Councillors, staff or other persons that CN has delegated functions to.
CN Committee Member	means a person other than a Councillor or member of CN staff who is a member of a CN Committee other than a wholly advisory Committee.
CN Official	includes Councillors, members of CN staff, CN Committee members, CN delegates and, for the purpose of clause 4.12, CN advisers.
Councillor	means any person elected or appointed to civic office, including the Lord Mayor and includes voting representatives of the boards of joint organisations and chairpersons of joint organisations.
CN Delegate	means a person (other than a Councillor or member of CN staff) or body, and the individual members of that body, to whom a function of the CN is delegated.
Designated Person	means a person as defined in clause 3.8.
Election Campaign	includes Council, State and Federal Election Campaigns.
Joint organisation	a joint organisation established under section 400O of the Act.
Members of CN staff	includes members of joint organisations.
the Office	Office of Local Government.
Personal Information	means information or an opinion (including information or an opinion forming part of a database and whether or not

recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

the Procedures

means the *Procedures for the Administration of the Code of Conduct*.

the Regulation

means the *Local Government (General) Regulation 2005*.

Wholly advisory Committee

means a CN Committee that CN has not delegated any functions to.

DRAFT

Document Control

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Policy expert/writer	Governance and Council Executive Support Coordinator
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Legislative amendments	List legislative amendments that resulted in an amendment to this document
Relevant strategic direction	Open and Collaborative Leadership
Relevant legislation/Codes (reference to specific sections)	<ul style="list-style-type: none"> • <i>Local Government Act 1993 (NSW)</i> Ss 10A, 66, 223, 226, 252, 328B, 335, 343, 352, 353, , 439, 440, 441, 442, 443, 449, , 459, 749 • <i>Local Government (General) Regulation 2005 (NSW)</i> Clauses 193, 194 • <i>Model Code of Conduct for Local Councils in NSW (2018)</i>

	<ul style="list-style-type: none"> • <i>Procedures for the Administration of the Model Code of Conduct for Local Councils in NSW (2018)</i> ▪ <i>Electoral Funding Act 2018 - Part 3 of Division 7, section 53 Privacy and Personal Information Protection Act 1998 (NSW);</i> ▪ <i>Health Records and Information Privacy Act 2002 (NSW);</i> ▪ <i>Work Health and Safety Act 2011;</i> ▪ <i>Government Information (Public Access) Act 2009;</i> ▪ <i>Government Information (Public Access) Regulation 2018;</i> ▪ <i>State Records Act 1998;</i> ▪ <i>Public Interest Disclosures Act 1994;</i> ▪ <i>Corporations Act 2001 of the Commonwealth – section 9, 50;</i> ▪ <i>Environmental Planning and Assessment Act 1979;</i> ▪ <i>Interpretation Act 1987 – section 21C.</i>
Related policies/documents	<ul style="list-style-type: none"> ▪ Interaction between Councillors and Staff Policy ▪ Code of Meeting Practice ▪ Media Policy
Related forms	<ul style="list-style-type: none"> ▪ Pecuniary Interest Declaration ▪ Non-Pecuniary Interest Declaration
Required on website	Yes
Authorisations	Nil

Procedures for the Administration of the
Code of Conduct

City of Newcastle

2019

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Part 1 Introduction

Introduction

These procedures (the Procedures) are prescribed for the administration of the Code of Conduct.

The *Model Code of Conduct for Local Councils in NSW* is made under section 440 of the *Local Government Act 1993* (the Act) and the *Local Government (General) Regulation 2005* (the Regulation). Section 440 of the Act requires every council and joint organisation to adopt a Code of Conduct that incorporates the provisions of the Model Code of Conduct.

The Procedures are made under section 440AA of the Act and the Regulation. Section 440AA of the Act requires every Council including joint organisation to adopt procedures for the administration of their Code of Conduct that incorporate the provisions of the Model Code Procedures.

In adopting procedures for the administration of their adopted Codes of conduct, councils and joint organisations may supplement the Model Code Procedures. However, provisions that are not consistent with those prescribed under the Model Code Procedures will have no effect.

Note: Parts 5, 6, 7 and 10 of these procedures apply only to the management of Code of Conduct complaints about Councillors (including the Lord Mayor) or the CEO.

Part 2 Administration Framework

The establishment of a panel of Conduct Reviewers

- 2.1 CN must by resolution establish a panel of Conduct Reviewers.
- 2.2 CN may by resolution enter into an arrangement with one or more other councils to share a panel of Conduct Reviewers including through a joint organisation or another regional body associated with the councils.
- 2.3 The panel of Conduct Reviewers is to be established following a public expression of interest process.
- 2.4 An expression of interest for members of CN's panel of Conduct Reviewers must, at a minimum, be advertised locally and in the Sydney metropolitan area.
- 2.5 To be eligible to be a Conduct Reviewer, a person must, at a minimum, meet the following requirements:
 - a) an understanding of local government; and
 - b) knowledge of investigative processes including, but not limited to, procedural fairness requirements and the requirements of *the Public Interest Disclosures Act 1994* (NSW) (**PID Act**); and
 - c) knowledge and experience of one or more of the following:
 - i. investigations;
 - ii. law;
 - iii. public administration;
 - iv. public sector ethics;
 - v. alternative dispute resolution, and
 - d) meet the eligibility requirements for membership of a panel of Conduct Reviewers under clause 2.6.
- 2.6 A person is not eligible to be a member of the panel of Conduct Reviewers if they are:
 - a) a Councillor; or
 - b) a nominee for election as a Councillor; or
 - c) an Administrator; or
 - d) an employee of a council; or
 - e) a member of the Commonwealth Parliament or any State Parliament or Territory Assembly; or
 - f) a nominee for election as a member of the Commonwealth Parliament or any State Parliament or Territory Assembly; or
 - g) a person who has a conviction for an indictable offence that is not an expired conviction.
- 2.7 A person is not precluded from being a member of CN's panel of Conduct Reviewers if they are a member of another council's panel of Conduct Reviewers.
- 2.8 An incorporated or other entity may be appointed to CN's panel of conduct reviewers where the we are satisfied that all the persons who will be undertaking the functions of a conduct reviewer on behalf of the entity meet the selection and eligibility criteria prescribed under this Part.

- 2.9 A panel of Conduct Reviewers established under this Part is to have a term of up to four years.
- 2.10 We may terminate the panel of Conduct Reviewers at any time by resolution. Where a panel of conduct reviewers has been terminated, conduct reviewers who were members of the panel may continue to deal with any matter referred to them under these procedures prior to the termination of the panel until they have finalised their consideration of the matter.
- 2.11 When the term of the Conduct Reviewers concludes or is terminated, CN must establish a new panel of Conduct Reviewers in accordance with the requirements of this Part.
- 2.12 A person who was a member of a previous panel of Conduct Reviewers established by CN may be a member of subsequent panels of Conduct Reviewers established by CN if they continue to meet the selection and eligibility criteria for membership of the panel.

The appointment of an internal ombudsman to a panel of conduct reviewers

- 2.13 Despite clause 2.6(d), an employee of a council who is the nominated internal ombudsman of one or more councils may be appointed to CN's panel of conduct reviewers with the Office's consent.
- 2.14 To be appointed to CN's panel of Conduct Reviewers, an internal ombudsman must meet the qualification requirements for Conduct Reviewers prescribed under clause 2.5 as modified by the operation of clause 2.13.
- 2.15 An internal ombudsman appointed to a councils panel of conduct reviewers may also exercise the functions of council's complaints coordinator. For the purposes of clause 5.1, an internal ombudsman who is council's complaints coordinator and has been appointed to our panel of conduct reviewers, may either undertake a preliminary assessment and investigation of a matter referred to them under clauses 4.26 or 4.33 or refer the matter to another conduct reviewer in accordance with clause 4.2
- 2.16 Clause 5.4(c) does not apply to an internal ombudsman appointed to CN's panel of conduct reviewers.

The appointment of Complaints Coordinators

- 2.17 The CEO must appoint a member of CN staff or another person (such as, but not limited to, a member of staff of another council or a member of staff of a joint organisation or other regional body associated with CN), to act as a Complaints Coordinator. Where the complaints coordinator is a member of CN staff, the Complaints Coordinator should be a senior and suitably qualified member of staff.
- 2.18 The CEO may appoint other members of CN staff or other persons (such as, but not limited to, members of staff of another council or members of staff of a joint organisation or other regional body associated with CN), to act as alternates to the Complaints Coordinator.
- 2.19 The CEO must not undertake the role of Complaints Coordinator.
- 2.20 The person appointed as Complaints Coordinator or alternate Complaints Coordinator must also be a nominated Disclosures Coordinator appointed for the purpose of receiving and managing reports of wrongdoing under the PID Act.
- 2.21 The role of the Complaints Coordinator is to:
- a) coordinate the management of complaints made under the Code of Conduct;
 - b) liaise with and provide administrative support to a Conduct Reviewer;
 - c) liaise with the Office; and
 - d) arrange the annual reporting of Code of Conduct complaints statistics.

Part 3 How May Code of Conduct complaints be made?

What is a Code of Conduct complaint?

- 3.1 For the purpose of these procedures, a Code of Conduct complaint is a complaint that shows or tends to show conduct on the part of a CN Official in connection with their role as a CN Official or the exercise of their functions as a CN Official that, if proven, would constitute a breach of the standards of conduct prescribed under the Code of Conduct.
- 3.2 The following are not “Code of Conduct complaints” for the purposes of these procedures:
 - a) complaints about the standard or level of service provided by CN or a CN Official;
 - b) complaints that relate solely to the merits of a decision made by CN or a CN Official or the exercise of a discretion by CN or a CN Official;
 - c) complaints about the policies or procedures of CN; or
 - d) complaints about the conduct of a CN Official arising from the exercise of their functions in good faith, whether or not involving error, that would not otherwise constitute a breach of the standards of conduct prescribed under CN’s Code of Conduct.
- 3.3 Only Code of Conduct complaints are to be dealt with under these procedures. Complaints that do not satisfy the definition of a Code of Conduct complaint are to be dealt with under CN’s routine complaints management processes.

When must a Code of Conduct complaint be made?

- 3.4 A Code of Conduct Complaint must be made within three months of the alleged conduct occurring or within three months of the Complainant becoming aware of the alleged conduct.
- 3.5 A complaint made after 3 months may only be accepted if the CEO or their delegate, or, in the case of a complaint about the CEO, the Lord Mayor or their delegate, is satisfied that the allegations are serious and compelling grounds exist for the matter to be dealt with under the Code of Conduct.

How may a Code of Conduct complaint about a CN Official other than the CEO be made?

- 3.6 All Code of Conduct complaints, other than those relating to the CEO, are to be made to the CEO in writing. This clause does not operate to prevent a person from making a complaint to an external agency.
- 3.7 Where a Code of Conduct complaint about a CN Official, other than the CEO cannot be made in writing, the complaint must be confirmed with the Complainant in writing as soon as possible after the receipt of the complaint.
- 3.8 In making a Code of Conduct complaint about a CN Official, other than the CEO, the Complainant may nominate whether they want the complaint to be resolved by mediation or by other alternative means.

- 3.9 The CEO or their delegate, or, where the complaint is referred to a Conduct Reviewer, the Conduct Reviewer, must consider the Complainant's preferences in deciding how to deal with the complaint.
- 3.10 Notwithstanding clauses 3.6 and 3.7, where the CEO becomes aware of a possible breach of the Code of Conduct, they may initiate the process for consideration of the matter under these procedures without a written complaint.

How may a Code of Conduct complaint about the CEO be made?

- 3.11 Code of Conduct complaints about the CEO are to be made to the Lord Mayor in writing. This clause does not operate to prevent a person from making a complaint about the CEO to an external agency.
- 3.12 Where a Code of Conduct complaint about the CEO cannot be made in writing, the complaint must be confirmed with the Complainant in writing as soon as possible after the receipt of the complaint.
- 3.13 In making a Code of Conduct complaint about the CEO, the Complainant may nominate whether they want the complaint to be resolved by mediation or by other alternative means.
- 3.14 The Lord Mayor or their delegate, or, where the complaint is referred to a Conduct Reviewer, the Conduct Reviewer, must consider the Complainant's preferences in deciding how to deal with the complaint.
- 3.15 Notwithstanding clauses 3.11 and 3.12 where the Lord Mayor becomes aware of a possible breach of the Code of Conduct by the CEO, they may initiate the process for consideration of the matter under these procedures without a written complaint.

Part 4 How Are Code of Conduct Complaints to be Managed?

Delegation by CEOs and Lord Mayors of their functions under this Part

- 4.1 A CEO or Lord Mayor may delegate their functions under this Part to a member of CN staff or to a person or persons external to CN other than an external agency. References in this Part to the CEO or Lord Mayor are also to be taken to be references to their delegates.

Consideration of complaints by CEOs and Lord Mayors

- 4.2 In exercising their functions under this Part, CEOs and Lord Mayors may consider the complaint assessment criteria prescribed under clause 5.31.

What complaints may be declined at the outset?

- 4.3 Without limiting any other provision in these procedures, the CEO or, in the case of a complaint about the CEO, the Lord Mayor, may decline to deal with a complaint under these procedures where they are satisfied that the complaint:
- a) is not a Code of Conduct complaint, or
 - b) subject to clause 3.5, is not made within 3 months of the alleged conduct occurring or the complainant becoming aware of the alleged conduct, or
 - c) is trivial, frivolous, vexatious or not made in good faith, or
 - d) relates to a matter the substance of which has previously been considered and addressed by CN and does not warrant further action, or
 - e) is not made in a way that would allow the alleged conduct and any alleged breaches of the CN's Code of Conduct to be readily identified.

How are Code of Conduct complaints about staff (other than the CEO) to be dealt with?

- 4.4 The CEO is responsible for the management of Code of Conduct complaints about members of CN staff (other than complaints alleging a breach of the pecuniary interest provisions contained in Part 3 of CN's Code of Conduct) and for determining the outcome of such complaints.
- 4.5 The CEO must refer Code of Conduct complaints about members of CN staff alleging a breach of the pecuniary interest provisions contained in Part 3 of CN's Code of Conduct to the Office.
- 4.6 The CEO may decide to take no action in relation to a Code of Conduct complaint about a member of CN staff other than one requiring referral to the Office under clause 4.5 where they consider that no action is warranted in relation to the complaint.
- 4.7 Where the CEO decides to take no action in relation to a Code of Conduct complaint about a member of CN staff, the CEO must give the Complainant reasons in writing for their decision and this shall finalise the consideration of the matter under these procedures.
- 4.8 Code of Conduct complaints about members of CN staff must be managed in accordance with the relevant industrial instrument or employment contract and make provision for procedural fairness, including the right of an employee to be represented by their union.
- 4.9 Sanctions for breaches of the Code of Conduct by CN staff depend on the severity, scale and importance of the breach and must be determined in accordance with any relevant industrial instruments or contracts.

How are Code of Conduct complaints about Delegates of Council, Council Advisors and Council Committee Members to be dealt with?

- 4.10 The CEO is responsible the management of Code of Conduct complaints about Delegates of Council and Council Committee Members (other than complaints alleging a breach of the pecuniary interest provisions contained in Part 3 of CN's Code of Conduct) and for determining the outcome of such complaints.
- 4.11 The CEO must refer Code of Conduct complaints about Council advisers, delegates of Council and Council committee members alleging a breach of the pecuniary interest provisions contained in Part 3 of CN's Code of Conduct to the Office.
- 4.12 The CEO may decide to take no action in relation to a Code of Conduct complaint about a delegate of Council or a Council committee member other than one requiring referral to the Office under clause 4.11 where they consider that no action is warranted in relation to the complaint.
- 4.13 Where the CEO decides to take no action in relation to a Code of Conduct complaint about a Delegate of Council or a Council Committee Member, the CEO must give the Complainant reasons in writing for their decision and this shall finalise the consideration of the matter under these procedures.
- 4.14 Where the CEO considers it to be practicable and appropriate to do so, the CEO may seek to resolve Code of Conduct complaints about delegates of Council or Council committee members, by alternative means such as, but not limited to, explanation, counselling, training, mediation, informal discussion, negotiation, a voluntary apology or an undertaking not to repeat the offending behaviour. The resolution of a Code of Conduct complaint under this clause is not to be taken as a determination that there has been a breach of the Council's Code of Conduct.
- 4.15 Where the CEO resolves a Code of Conduct complaint under clause 4.14 to the CEO's satisfaction, the CEO must notify the complainant in writing of the steps taken to resolve the complaint and this shall finalise the consideration of the matter under these procedures.
- 4.16 Sanctions for breaches of the Code of Conduct by Delegates of Council and/or Council Committee members depend on the severity, scale and importance of the breach and may include one or more of the following:
- a) censure;
 - b) requiring the person to apologise to any person or organisation adversely affected by the breach in such a time and form specified by the CEO;
 - c) prosecution for any breach of the law;
 - d) removing or restricting the person's delegation;
 - e) removing the person from membership of the relevant Committee.
- 4.17 Prior to imposing a sanction against a Delegate of Council or a Council Committee Member under clause 4.16, the CEO, or any person making enquiries on behalf of the CEO, must comply with the requirements of procedural fairness. In particular:
- a) the substance of the allegation (including the relevant provision/s of CN's Code of Conduct that the alleged conduct is in breach of) must be put to the person who is the subject of the allegation; and
 - b) the person must be given an opportunity to respond to the allegation; and
 - c) the CEO must consider the person's response in deciding whether to impose a sanction under clause 4.16.

How are Code of Conduct complaints about Administrators to be dealt with?

4.18 The CEO must refer all Code of Conduct complaints about Administrators to the Office for its consideration.

4.19 The CEO must notify the Complainant of the referral of their complaint in writing.

How are Code of Conduct complaints about Councillors to be dealt with?

4.20 The CEO must refer the following Code of Conduct complaints about Councillors to the Office:

- a) complaints alleging a breach of the pecuniary interest provisions contained in Part 3 of CN's Code of Conduct;
- b) complaints alleging a failure to comply with a requirement under the Code of Conduct to disclose and appropriately manage conflicts of interests arising from political donations(see section 328B of the Act);
- c) complaints alleging a breach of the provisions relating to the maintenance of the integrity of the Code of Conduct contained in Part 8 of the Code of Conduct for Councillors; or
- d) complaints which are the subject of a special complaints management arrangement with the Office under clause 4.49.

4.21 Where the CEO refers a complaint to the Office under clause 4.20, the CEO must notify the Complainant of the referral in writing.

4.22 The CEO may decide to take no action in relation to a Code of Conduct complaint about a Councillor, other than one requiring referral to the Office under clause 4.20, where they consider that no action is warranted in relation to the complaint.

4.23 Where the CEO decides to take no action in relation to a Code of Conduct complaint about a Councillor, the CEO must give the complainant reasons in writing for their decision within 21 days of receipt of the complaint and this shall finalise the consideration of the matter under these procedures.

4.24 Where the CEO considers it to be practicable and appropriate to do so, the CEO may seek to resolve Code of Conduct complaints about Councillors, other than those requiring referral to the Office under clause 4.20, by alternative means such as, but not limited to, explanation, counselling, training, mediation, informal discussion, negotiation, a voluntary apology or an undertaking not to repeat the offending behaviour. The resolution of a Code of Conduct complaint under this clause is not to be taken as a determination that there has been a breach of CN's Code of Conduct for Councillors.

4.25 Where the CEO resolves a Code of Conduct complaint under clause 4.24 to the CEO's satisfaction, the CEO must notify the Complainant in writing of the steps taken to resolve the complaint within 21 days of receipt of the complaint and this will finalise the consideration of the matter under these procedures.

4.26 The CEO must refer all Code of Conduct complaints about Councillors, other than those referred to the Office under clause 4.20 or finalised under clause 4.23 or resolved under clause 4.24, to the Complaints Coordinator.

How are Code of Conduct complaints about the CEO to be dealt with?

- 4.27 The Lord Mayor must refer the following Code of Conduct Complaints about the CEO to the Office:
- a) complaints alleging a breach of the pecuniary interest provisions contained in Part 3 of the Code of Conduct;
 - b) complaints alleging a breach of provisions relating to the maintenance of the integrity of the Code of Conduct contained in Part 8 of CN's Code of Conduct for Staff;
 - c) complaints which are the subject of a special complaints management arrangement with the Office under clause 4.49.
- 4.28 Where the Lord Mayor refers a complaint to the Office under clause 4.27, the Lord Mayor must notify the Complainant of the referral in writing.
- 4.29 The Lord Mayor may decide to take no action in relation to a Code of Conduct complaint about the CEO, other than one requiring referral to the Office under clause 4.27, where they consider that no action is warranted in relation to the complaint.
- 4.30 Where the Lord Mayor decides to take no action in relation to a Code of Conduct complaint about the CEO, the Lord Mayor must give the complainant reasons in writing for their decision within 21 days of receipt of the complaint and this shall finalise the consideration of the matter under these procedures.
- 4.31 Where the Lord Mayor considers it to be practicable and appropriate to do so, the Lord Mayor may seek to resolve Code of Conduct complaints about the CEO, other than those requiring referral to the Office under clause 4.27, by alternative means such as, but not limited to, explanation, counselling, training, mediation, informal discussion, negotiation, a voluntary apology or an undertaking not to repeat the offending behaviour. The resolution of a Code of Conduct complaint under this clause is not to be taken as a determination that there has been a breach of CN's Code of Conduct for Staff.
- 4.32 Where the Lord Mayor resolves a Code of Conduct complaint under clause 4.31 to the Lord Mayor's satisfaction, the Lord Mayor must notify the Complainant in writing of the steps taken to resolve the complaint within 21 days of receipt of the complaint and this shall finalise the consideration of the matter under these procedures.
- 4.33 The Lord Mayor must refer all Code of Conduct complaints about the CEO other than those referred to the Office under clause 4.27 or finalised under clause 4.30 or resolved under clause 4.31 to the Complaints Coordinator.

How are complaints about both the CEO and the Lord Mayor to be dealt with?

- 4.34 Where the CEO or Lord Mayor receives a Code of Conduct complaint that alleges a breach of the Code of Conduct by both the CEO and the Lord Mayor, the CEO or Lord Mayor must either:
- a) delegate their functions under this part with respect to the complaint to a member of staff of the Council other than the CEO where the allegation is not serious, or to a person external to CN; or
 - b) refer the matter to the complaints coordinator under clause 4.26 and clause 4.33.

Referral of Code of Conduct complaints to external agencies

- 4.35 The CEO, Lord Mayor or a conduct reviewer may, at any time, refer a Code of Conduct complaint to an external agency for its consideration, where they consider such a referral is warranted.
- 4.36 The CEO, Lord Mayor or a conduct reviewer must report to the ICAC any matter that they suspect on reasonable grounds concerns or may concern corrupt conduct.
- 4.37 Where the CEO, Lord Mayor or Conduct Reviewer refers a complaint to an external agency under clause 4.35, they must notify the Complainant of the referral in writing unless they form the view, on the advice of the relevant agency, that it would not be appropriate for them to do so.
- 4.38 Referral of a matter to an external agency will finalise consideration of the matter under these Procedures unless CN is subsequently advised otherwise by the referral agency.

Disclosure of the identity of Complainants

- 4.39 In dealing with matters under these procedures, information that identifies or tends to identify Complainants is not to be disclosed unless:
- a) the Complainant consents in writing to such disclosure; or
 - b) it is generally known that the Complainant has made the complaint as a result of the Complainant having voluntarily identified themselves as the person who made the complaint; or
 - c) it is essential, having regard to procedural fairness requirements, that the identifying information be disclosed; or
 - d) a Conduct Reviewer is of the opinion that disclosure of the information is necessary to investigate the matter effectively; or
 - e) it is otherwise in the public interest to do so.
- 4.40 Clause 4.39 does not apply to Code of Conduct complaints made by Councillors about other Councillors or the CEO.
- 4.41 Where a Councillor makes a Code of Conduct complaint about another Councillor or the CEO, and the Complainant Councillor considers that compelling grounds exist that would warrant information that identifies or tends to identify them as the Complainant not to be disclosed, they may request in writing that such information not be disclosed.
- 4.42 A request made by a Complainant Councillor under clause 4.41 must be made at the time they make a Code of Conduct complaint and must state the grounds upon which the request is made.
- 4.43 The CEO or Lord Mayor and, where the matter is referred to a conduct reviewer, the Conduct Reviewer, must consider a request made under clause 4.41 before disclosing information that identifies or tends to identify the Complainant Councillor, but they are not obliged to comply with the request.
- 4.44 Where a Complainant Councillor makes a request under clause 4.41, the CEO or Lord Mayor or, where the matter is referred to a conduct reviewer, the Conduct Reviewer, shall notify the Councillor in writing of their intention to disclose information that identifies or tends to identify them prior to disclosing the information.

Code of Conduct complaints made as public interest disclosures

- 4.45 These procedures do not override the provisions of the *Public Interest Disclosures Act 1994*. Code of Conduct complaints that are made as public interest disclosures under that Act are to be managed in accordance with the requirements of that Act, CN's internal reporting policy, and any guidelines issued by the NSW Ombudsman that relate to the management of public interest disclosures.
- 4.46 Where a Councillor makes a Code of Conduct complaint about another Councillor or the CEO as a public interest disclosure, before the matter may be dealt with under these procedures, the Complainant Councillor must consent in writing to the disclosure of their identity as the Complainant.
- 4.47 Where a Complainant Councillor declines to consent to the disclosure of their identity as the Complainant under clause 4.46, the CEO or the Lord Mayor must refer the complaint to the Office for consideration. Such a referral must be made in accordance with section 26 of the PID Act.

Special complaints management arrangements

- 4.48 The CEO may request in writing that the Office enter into a special complaints management arrangement with CN in relation to Code of Conduct complaints made by or about a person or persons.
- 4.49 Where the Office receives a request under clause 4.48, it may agree to enter into a special complaints management arrangement if it is satisfied that the number or nature of Code of Conduct complaints made by or about a person or persons has:
- a) imposed an undue and disproportionate cost burden on CN's administration of its Code of Conduct; or
 - b) impeded or disrupted the effective administration by CN of its Code of Conduct; or
 - c) impeded or disrupted effective functioning of CN.
- 4.50 A special complaints management arrangement must be in writing and must specify the following:
- a) the Code of Conduct complaints the arrangement relates to; and
 - b) the period during which the arrangement will be in force.
- 4.51 The Office may, by notice in writing, amend or terminate a special complaints management arrangement at any time.
- 4.52 While a special complaints management arrangement is in force, an officer of the Office (the assessing OLG officer) must undertake the preliminary assessment of the Code of Conduct complaints specified in the arrangement in accordance with the requirements of Part 5 of these procedures.
- 4.53 Where, following a preliminary assessment, the assessing OLG officer determines that a Code of Conduct complaint warrants investigation by a Conduct Reviewer, the assessing OLG officer shall notify the Complaints Coordinator in writing of their determination and the reasons for their determination. The Complaints Coordinator must comply with the recommendation of the assessing OLG officer.
- 4.54 Prior to the expiry of a special complaints management arrangement, the Office may, at the request of the CEO, review the arrangement to determine whether it should be renewed or amended.
- 4.55 A special complaints management arrangement shall expire on the date specified in the arrangement unless it is renewed under clause 4.54.

Part 5 Preliminary assessment of Code of Conduct complaints about Councillors or the CEO by conduct reviewers

Referral of Code of Conduct complaints about Councillors or the CEO to Conduct Reviewers

- 5.1 The Complaints Coordinator must refer all Code of Conduct complaints about Councillors or the CEO that have not been referred to an external agency or declined or resolved by the CEO, Lord Mayor or their delegate and that have been referred to them under clauses 4.26 or 4.33, to a conduct reviewer within 21 days of receipt of a complaint by the CEO or the Lord Mayor.
- 5.2 For the purposes of clause 5.1, the Complaints Coordinator will refer a complaint to a Conduct Reviewer selected from:
 - a) a panel of Conduct Reviewers established by Council; or
 - b) a panel of Conduct Reviewers established by an organisation approved by the Chief Executive of the Office.
- 5.3 In selecting a suitable Conduct Reviewer, the Complaints Coordinator may have regard to the qualifications and experience of members of the panel of Conduct Reviewers. Where the conduct reviewer is an incorporated or other entity, the complaints coordinator must also ensure that the person assigned to receive the referral on behalf of the entity meets the selection and eligibility criteria for conduct reviewers prescribed under Part 2 of these procedures.
- 5.4 A Conduct Reviewer must not accept the referral of a Code of Conduct complaint where:
 - a) they have a conflict of interest in relation to the matter referred to them; or
 - b) a reasonable apprehension of bias arises in relation to their consideration of the matter; or
 - c) they or their employer has entered into one or more contracts with CN (other than contracts relating to the exercise of their functions as a conduct reviewer) in the two years preceding the referral and they or their employer have received or expect to receive payments under the contract or contracts of a value that, when aggregated, exceeds \$100K; or
 - d) at the time of the referral, they or their employer are CN's legal service provider or are a member of a panel of legal service providers appointed by CN.
- 5.5 For the purposes of clause 5.4(a), a Conduct Reviewer will have a conflict of interest in a matter where a reasonable and informed person would perceive that they could be influenced by a private interest when carrying out their public duty (see clause 4.7 of the Code of Conduct).
- 5.6 For the purposes of clause 5.4(b), a reasonable apprehension of bias arises where a fair-minded observer might reasonably apprehend that the Conduct Reviewer might not bring an impartial and unprejudiced mind to the matter referred to the Conduct Reviewer.
- 5.7 Where the Complaints Coordinator refers a matter to a Conduct Reviewer, they will provide the Conduct Reviewer with a copy of the Code of Conduct complaint and any other information relevant to the matter held by CN, including any information about previous proven breaches and any information that would indicate that the alleged conduct forms part of an ongoing pattern of behaviour.

- 5.8 The Complaints Coordinator must notify the Complainant in writing that the matter has been referred to a Conduct Reviewer and advise which Conduct Reviewer the matter has been referred to.
- 5.9 Conduct reviewers must comply with these procedures in their consideration of matters that have been referred to them and exercise their functions in a diligent and timely manner.
- 5.10 The complaints coordinator may at any time terminate the referral of a matter to a conduct reviewer and refer the matter to another conduct reviewer where the complaints coordinator is satisfied that the conduct reviewer has failed to:
- a) comply with these procedures in their consideration of the matter; or
 - b) comply with a lawful and reasonable request by the complaints coordinator, or
 - c) exercise their functions in a timely or satisfactory manner.
- 5.11 Where the complaints coordinator terminates a referral to a conduct reviewer under clause 5.10, they must notify the complainant and any other affected person in writing of their decision and the reasons for it and advise them which conduct reviewer the matter has been referred to instead.

Preliminary assessment of Code of Conduct complaints about Councillors or the CEO by a Conduct Reviewer

- 5.12 The Conduct Reviewer is to undertake a preliminary assessment of a complaint referred to them by the Complaints Coordinator for the purposes of determining how the complaint is to be managed.
- 5.13 The Conduct Reviewer may determine to do one or more of the following in relation to a complaint referred to them by the Complaints Coordinator:
- a) to take no action;
 - b) to resolve the complaint by alternative and appropriate strategies such as, but not limited to, explanation, counselling, training, mediation, informal discussion, negotiation, a voluntary apology or an undertaking not to repeat the offending behaviour;
 - c) to refer the matter back to the CEO or, in the case of a complaint about the CEO, the Lord Mayor, for resolution by alternative and appropriate means such as, but not limited to, explanation, counselling, training, mediation, informal discussion, negotiation, a voluntary apology or an undertaking not to repeat the offending behaviour;
 - d) to refer the matter to an external agency; or
 - e) to investigate the matter.
- 5.14 In determining how to deal with a matter under clause 5.13, the Conduct Reviewer must have regard to the complaint assessment criteria prescribed under clause 5.31.
- 5.15 The Conduct Reviewer may make such enquiries the Conduct Reviewer considers to be reasonably necessary to determine what option to exercise under clause 5.13.
- 5.16 The Conduct Reviewer may request the Complaints Coordinator to provide such additional information the Conduct Reviewer considers to be reasonably necessary to determine what options to exercise in relation to the matter under clause 5.13. The Complaints Coordinator will, as far as is reasonably practicable, supply any information requested by the Conduct Reviewer.
- 5.17 The Conduct Reviewer must refer to the Office any complaints referred to them that should have been referred to the Office under clauses 4.20 and 4.27.
- 5.18 The Conduct Reviewer must determine to take no action on a complaint that is not a Code of Conduct complaint for the purposes of these procedures.

- 5.19 The resolution of a Code of Conduct complaint under clause 5.13, paragraphs (b) or (c) is not to be taken as a determination that there has been a breach of the Code of Conduct.
- 5.20 Where the Conduct Reviewer completes their preliminary assessment of a complaint by determining to exercise an option under clause 5.13, paragraphs (a), (b) or (c), they must provide the Complainant with written notice of their determination and provide reasons for it, and this will finalise the consideration of the matter under these procedures.
- 5.21 Where the Conduct Reviewer refers a complaint to another agency, they must notify the Complainant of the referral in writing unless they form the view, on the advice of the relevant agency, that it would not be appropriate for them to do so.
- 5.22 The Conduct Reviewer may only determine to investigate a matter where they are satisfied as to the following:
- a) that the complaint is a Code of Conduct Complaint for the purposes of these procedures; and
 - b) that the alleged conduct is sufficiently serious to warrant investigation; and
 - c) that the matter is one that could not or should not be resolved by alternative means.
- 5.23 In determining whether a matter is sufficiently serious to warrant investigation, the conduct reviewer is to consider the following:
- a) the harm or cost that the alleged conduct has caused to any affected individuals and/or CN
 - b) the likely impact of the alleged conduct on the reputation of CN and public confidence in it
 - c) whether the alleged conduct was deliberate or undertaken with reckless intent or negligence
 - d) any previous proven breaches by the person whose alleged conduct is the subject of the complaint and/or whether the alleged conduct forms part of an ongoing pattern of behaviour.
- 5.24 The Conduct Reviewer must complete their preliminary assessment of the complaint within 28 days of referral of the matter to them by the Complaints Coordinator and notify the complaints coordinator in writing of the outcome of their assessment.
- 5.25 The Conduct Reviewer is not obliged to give prior notice to, or to consult with, any person before making a determination in relation to their preliminary assessment of a complaint except as may be specifically required under these procedures.

Referral back to the CEO or Lord Mayor for resolution

- 5.26 Where the Conduct Reviewer determines to refer a matter back to the CEO or to the Lord Mayor to be resolved by alternative and appropriate means, they must write to the CEO or, in the case of a complaint about the CEO, to the Lord Mayor, recommending the means by which the complaint may be resolved.
- 5.27 The Conduct Reviewer must consult with the CEO or Lord Mayor prior to referring a matter back to them under clause 5.13(c).
- 5.28 The CEO or Lord Mayor may decline to accept the Conduct Reviewer's recommendation. In such cases, the Conduct Reviewer may determine to deal with the complaint by other means under clause 5.13.
- 5.29 Where the Conduct Reviewer refers a matter back to the CEO or Lord Mayor under clause 5.13(c), the CEO or, in the case of a complaint about the CEO, the Lord Mayor, is responsible for implementing or overseeing the implementation of the Conduct Reviewer's recommendation.
- 5.30 Where the Conduct Reviewer refers a matter back to the CEO or Lord Mayor under clause 5.13(c), the CEO, or, in the case of a complaint about the CEO, the Lord Mayor, must

advise the Complainant in writing of the steps taken to implement the Conduct Reviewer's recommendation once these steps have been completed.

Complaints assessment criteria

5.31 In undertaking the preliminary assessment of a complaint, the Conduct Reviewer must have regard to the following considerations:

- a) whether the complaint is a Code of Conduct complaint for the purpose of these procedures;
- b) whether the complaint has been made in a timely manner in accordance with clause 3.4, and if not, whether the allegations are sufficiently serious for compelling grounds to exist for the matter to be dealt with under CN's Code of Conduct;
- c) whether the complaint is trivial, frivolous, vexatious or not made in good faith;
- d) whether the complaint discloses prima facie evidence of conduct that, if proven, would constitute a breach of the Code of Conduct;
- e) whether the complaint raises issues that would be more appropriately dealt with by an external agency;
- f) whether there is or was an alternative and satisfactory means of redress available in relation to the conduct complained of;
- g) whether the complaint is one that can be resolved by alternative and appropriate strategies such as, but not limited to, explanation, counselling, training, informal discussion, negotiation, a voluntary apology or an undertaking not to repeat the offending behaviour;
- h) whether the issue/s giving rise to the complaint have previously been addressed or resolved;
- i) any previous proven breaches of CN's Code of Conduct;
- j) whether the conduct complained of forms part of an ongoing pattern of behaviour;
- k) whether there were mitigating circumstances giving rise to the conduct complained of;
- l) the seriousness of the alleged conduct (having regard to the criteria specified in clause 5.23);
- m) the significance of the conduct or the impact of the conduct for CN;
- n) how much time has passed since the alleged conduct occurred; or
- o) such other considerations that the Conduct Reviewer considers may be relevant to the assessment of the complaint.

Part 6 Investigations of Code of Conduct complaints about Councillors or the CEO

What matters may a Conduct Reviewer investigate?

- 6.1 A Conduct Reviewer (hereafter referred to as an “Investigator”) may investigate a Code of Conduct complaint that has been referred to them by the Complaints Coordinator and any matters related to or arising from that complaint.
- 6.2 Where an Investigator identifies further separate possible breaches of the Code of Conduct that are not related to, or arise from, the Code of Conduct complaint that has been referred to them, they are to report the matters separately in writing to the CEO, or, in the case of alleged conduct on the part of the CEO, to the Lord Mayor.
- 6.3 The CEO or the Lord Mayor or their delegate is to deal with a matter reported to them by an Investigator under clause 6.2 as if it were a new Code of Conduct complaint in accordance with these procedures.

How are investigations to be commenced?

- 6.4 The Investigator must at the outset of their investigation provide a written notice of investigation to the Respondent. The notice of investigation must:
 - a) disclose the substance of the allegations against the Respondent; and
 - b) advise of the relevant provisions of the Code of Conduct that apply to the alleged conduct; and
 - c) advise of the process to be followed in investigating the matter; and
 - d) invite the Respondent to make a written submission in relation to the matter within at least 14 days or such other period specified by the Investigator in the notice; and
 - e) provide the Respondent the opportunity to address the Investigator on the matter within such reasonable time specified in the notice.
- 6.5 The Respondent may, within 7 days of receipt of the notice of investigation, request in writing that the Investigator provide them with such further information they consider necessary to assist them to identify the substance of the allegation against them. An Investigator will only be obliged to provide such information that the Investigator considers reasonably necessary for the Respondent to identify the substance of the allegation against them.
- 6.6 An Investigator may at any time prior to issuing a draft report, issue an amended notice of investigation to the Respondent in relation to the matter referred to them.
- 6.7 Where an Investigator issues an amended notice of investigation, they will provide the Respondent with a further opportunity to make a written submission in response to the amended notice of investigation within at least 14 days or such other period specified by the Investigator in the amended notice.
- 6.8 The Investigator must also, at the outset of their investigation, provide written notice of the investigation to the Complainant, the Complaints Coordinator and the CEO, or in the case of a complaint about the CEO, to the Complainant, the Complaints Coordinator and the Lord Mayor. The notice must:
 - a) advise them of the matter the Investigator is investigating; and
 - b) in the case of the notice to the Complainant, advise them of the requirement to maintain confidentiality; and

- c) invite the Complainant to make a written submission in relation to the matter within at least 14 days or such other period specified by the Investigator in the notice.

Written and oral submissions

- 6.9 Where the Respondent or the Complainant fails to make a written submission in relation to the matter within the period specified by the Investigator in their notice of investigation or amended notice of investigation, the Investigator may proceed to prepare their draft report without receiving such submissions.
- 6.10 The Investigator may accept written submissions received outside the period specified in the notice of investigation or amended notice of investigation.
- 6.11 Prior to preparing a draft report, the Investigator must give the Respondent an opportunity to address the Investigator on the matter being investigated. The Respondent may do so in person or by telephone or other electronic means.
- 6.12 Where the Respondent fails to accept the opportunity to address the Investigator within the period specified by the Investigator in the notice of investigation, the Investigator may proceed to prepare a draft report without hearing from the Respondent.
- 6.13 Where the Respondent accepts the opportunity to address the Investigator in person, they may have a support person or legal advisor in attendance. The support person or legal advisor will act in an advisory or support role to the Respondent only. They must not speak on behalf of the Respondent or otherwise interfere with or disrupt proceedings.
- 6.14 The Investigator must consider all written and oral submissions made to them in relation to the matter.

How are investigations to be conducted?

- 6.15 Investigations are to be undertaken without undue delay.
- 6.16 Investigations are to be undertaken in the absence of the public and in confidence.
- 6.17 Investigators must make any such enquiries that may be reasonably necessary to establish the facts of the matter.
- 6.18 Investigators may seek such advice or expert guidance that may be reasonably necessary to assist them with their investigation or the conduct of their investigation.
- 6.19 An Investigator may request that the Complaints Coordinator provide such further information that the Investigator considers may be reasonably necessary for them to establish the facts of the matter. The Complaints Coordinator will, as far as is reasonably practicable, provide the information requested by the Investigator.

Referral or resolution of a matter after the commencement of an investigation

- 6.20 At any time after an Investigator has issued a notice of investigation and before they have issued a draft report, an Investigator may determine to:
 - a) resolve the matter by alternative and appropriate means such as, but not limited to, explanation, counselling, training, mediation, informal discussion, negotiation, a voluntary apology or an undertaking not to repeat the offending behaviour;
 - b) refer the matter to the CEO, or in the case of a complaint about the CEO, to the Lord Mayor, for resolution by alternative and appropriate means such as, but not limited to, explanation, counselling, training, mediation, informal discussion, negotiation, a voluntary apology or an undertaking not to repeat the offending behaviour; or
 - c) refer the matter to an external agency.

- 6.21 Where an Investigator determines to exercise any of the options under clause 6.20 after the commencement of an investigation, they must do so in accordance with the requirements of Part 5 of these procedures relating to the exercise of these options at the preliminary assessment stage.
- 6.22 The resolution of a Code of Conduct complaint under clause 6.20, paragraphs (a) or (b) is not to be taken as a determination that there has been a breach of the Code of Conduct.
- 6.23 Where an Investigator determines to exercise any of the options under clause 6.20 after the commencement of an investigation, they may by written notice to the Respondent, the Complainant, the Complaints Coordinator and the CEO, or in the case of a complaint about the CEO, to the respondent, the complainant, the complaints coordinator and the Lord Mayor, discontinue their investigation of the matter.
- 6.24 Where the Investigator discontinues their investigation of a matter under clause 6.23, this will finalise the consideration of the matter in accordance with these procedures.
- 6.25 An Investigator is not obliged to give prior notice to, or to consult with, any person before making a determination to exercise any of the options under clause 6.20 or to discontinue their investigation except as may be specifically required under these procedures.

Draft investigation reports

- 6.26 When an Investigator has completed their enquiries and considered any written or oral submissions made to them in relation to a matter, they must prepare a draft of their proposed report.
- 6.27 The Investigator must provide their draft report to the Respondent and invite them to make a written submission in relation to it within at least 14 days or such other period specified by the Investigator.
- 6.28 Where the Investigator proposes to make adverse comment about any other person (an affected person) in their report, they must also provide the affected person with relevant extracts of their draft report containing such comment and invite the affected person to make a written submission in relation to it within at least 14 days or such other period specified by the Investigator.
- 6.29 The Investigator must consider written submissions received in relation to the draft report prior to finalising their report in relation to the matter.
- 6.30 The Investigator may, after consideration of all written submissions received in relation to their draft report, make further enquiries into the matter. If, as a result of making further enquiries, the Investigator makes any material change to their proposed report that makes new adverse comment about the Respondent or an affected person, they must provide the Respondent, or affected person as the case may be, with a further opportunity to make a written submission in relation to the new adverse comment.
- 6.31 Where the Respondent or an affected person fails to make a written submission in relation to the draft report within the period specified by the Investigator, the Investigator may proceed to prepare and issue their final report without receiving such submissions.
- 6.32 The Investigator may accept written submissions in relation to the draft report received outside the period specified by the Investigator at any time prior to issuing their final report.

Final investigation reports

- 6.33 Where an Investigator issues a notice of investigation they must prepare a final report in relation to the matter unless the investigation is discontinued under clause 6.23.
- 6.34 An Investigator must not prepare a final report in relation to the matter at any time before they have finalised their consideration of the matter in accordance with the requirements of these procedures.

6.35 The Investigator's final report must:

- a) make findings of fact in relation to the matter investigated, and
- b) make a determination that the conduct investigated either:
 - i. constitutes a breach of the Code of Conduct; or
 - ii. does not constitute a breach of the Code of Conduct; and
- c) provide reasons for the determination.

6.36 Where the Investigator determines that the conduct investigated constitutes a breach of the Code of Conduct, the Investigator may make one or more of the following recommendations:

- a) that CN revise any of its policies, practices or procedures;
- b) that the Respondent undertake any training or other education relevant to the conduct giving rise to the breach;
- c) that the Respondent be counselled for their conduct;
- d) that the respondent be removed from membership of a committee of CN or any other body or organisation that the respondent serves on as CN's representative;
- e) that the respondent gives an undertaking not to repeat the offending behaviour in such time and form specified by the recommendation;
- f) that the Respondent apologise to any person or organisation affected by the breach in such a time and form specified by the recommendation;
- g) that findings of inappropriate conduct be made public by publishing the investigator's findings and determination in the minutes of the Council meeting at which the matter is considered;
- h) in the case of a breach by the CEO, that action be taken under the CEO's contract;
- i) in the case of a breach by a Councillor, that the Councillor be formally censured for the breach under section 440G of the Act;
- j) in the case of a breach by a Councillor, that CN resolves as follows:
 - i. that the Councillor be formally censured for the breach under section 440G of the Act, and
 - ii. that the matter be referred to the Office for further action under the misconduct provisions of the Act.

6.37 Where the Investigator determines that the conduct investigated does not constitute a breach of the Code of Conduct, the Investigator may make one or more of the following recommendations:

- a) that CN revise any of its policies, practices or procedures;
- b) that a person or persons undertake any training or other education.

6.38 In making a recommendation under clause 6.36, the Investigator may have regard to the following:

- a) the seriousness of the breach;
- b) whether the breach can be easily remedied or rectified;
- c) whether the Respondent has remedied or rectified their conduct;
- d) whether the Respondent has expressed contrition;
- e) whether there were any mitigating circumstances;
- f) the age, physical or mental health or special infirmity of the Respondent;
- g) whether the breach is technical or trivial only;

- h) any previous proven breaches;
- i) whether the breach forms part of an ongoing pattern of behaviour;
- j) the degree of reckless intention or negligence of the Respondent;
- k) the extent to which the breach has affected other parties or CN as a whole;
- l) the harm or potential harm to the reputation of CN or local government in general arising from the conduct;
- m) whether the findings and recommendations can be justified in terms of the public interest and would withstand public scrutiny;
- n) whether an educative approach would be more appropriate than a punitive one;
- o) the relative costs and benefits of taking formal disciplinary action as opposed to taking no action or taking informal action; or
- p) what action or remedy would be in the public interest.

6.39 Where the investigator proposes to make a recommendation under clause 6.36(j), the investigator must first consult with the Office on their proposed findings, determination and recommendation prior to finalising their report, and must take any comments by the Office into consideration when finalising their report.

6.40 At a minimum, the Investigator's final report must contain the following information:

- a) a description of the allegations against the Respondent;
- b) the relevant provisions of the Code of Conduct that apply to the alleged conduct investigated;
- c) a statement of reasons as to why the matter warranted investigation (having regard to the criteria specified in clause 5.23);
- d) a statement of reasons as to why the matter was one that could not or should not be resolved by alternative means;
- e) a description of any attempts made to resolve the matter by use of alternative means;
- f) the steps taken to investigate the matter;
- g) the facts of the matter;
- h) the Investigator's findings in relation to the facts of the matter and the reasons for those findings;
- i) the Investigator's determination and the reason for that determination; and
- j) any recommendations.

6.41 The Investigator must provide a copy of their report to the Complaints Coordinator and the Respondent.

6.42 At the time the investigator provides a copy of their report to the complaints coordinator and the respondent, the investigator must provide the complainant with a written statement containing the following information:

- a) the investigator's findings in relation to the facts of the matter and the reasons for those findings;
- b) the investigator's determination and the reasons for that determination;
- c) any recommendations; and
- d) such other additional information that the investigator considers may be relevant.

6.43 Where the Investigator has determined that there has not been a breach of the Code of Conduct, the Complaints Coordinator must provide a copy of the Investigator's report to the CEO or, where the report relates to the CEO's conduct, to the Lord Mayor, and this will finalise consideration of the matter under these procedures.

- 6.44 Where the Investigator has determined that there has been a breach of the Code of Conduct and makes a recommendation or recommendations under clause 6.36, paragraph (a) only, the Complaints Coordinator must provide a copy of the Investigator's report to the CEO. Where the CEO agrees with the recommendation/s, the CEO is responsible for implementing the recommendation/s.
- 6.45 Where the Investigator has determined that there has been a breach of the Code Conduct and makes a recommendation or recommendations under clause 6.36, paragraphs (b) or (c) only, the Complaints Coordinator must provide a copy of the Investigator's report to the CEO or, where the report relates to the CEO's conduct, to the Lord Mayor. The CEO is responsible for arranging the implementation of the recommendation/s where the report relates to a Councillor's conduct. The Lord Mayor is responsible for arranging the implementation of the recommendation/s where the report relates to the CEO's conduct.
- 6.46 Where the Investigator has determined that there has been a breach of the Code of Conduct and makes a recommendation/ or recommendations under clause 6.36, paragraphs (d) to (j) (whether or not in conjunction with recommendations made under clause 6.36, paragraphs (a) to (c)), the Complaints Coordinator must, where practicable, arrange for the Investigator's report to be reported to the next ordinary Council meeting for Council's consideration unless the meeting is to be held within the four weeks prior to an ordinary local government election, in which case the report must be reported to the first ordinary Council meeting following the election.

Consideration of the final investigation report by Council

- 6.47 The role of the Council in relation to a final investigation report is to impose a sanction where an Investigator has determined that there has been a breach of the Code of Conduct and has made a recommendation in their final report under clause 6.36, paragraphs (d) to (j) (whether or not in conjunction with recommendations made under clause 6.36, paragraphs (a) to (c)).
- 6.48 The Council is to close its meeting to the public to consider the final investigation report where it is permitted to do so under section 10A of the Act.
- 6.49 Where the Complainant is a Councillor, they must absent themselves from the meeting and take no part in any discussion or voting on the matter. The Complainant Councillor may absent themselves without making any disclosure of interests in relation to the matter unless otherwise required to do so under the Code of Conduct.
- 6.50 Prior to imposing a sanction, the Council must provide the Respondent with an opportunity to make a submission to the Council. A submission may be made orally or in writing. The Respondent is to confine their submission to addressing the Investigator's recommendation/s.
- 6.51 Once the Respondent has made their submission they must absent themselves from the Council meeting and, where they are a Councillor, take no part in any discussion or voting on the matter.
- 6.52 The Council must not invite submissions from other persons for the purpose of seeking to rehear evidence previously considered by the Investigator.
- 6.53 Prior to imposing a sanction, the Council may by resolution:
- a) request that the Investigator make additional enquiries and/or provide additional information to it in a supplementary report; or
 - b) seek an opinion by the Office in relation to the report.
- 6.54 The Council may, by resolution, defer further consideration of the matter pending the receipt of a supplementary report from the Investigator or an opinion from the Office.
- 6.55 The Investigator may make additional enquiries for the purpose of preparing a supplementary report.

- 6.56 Where the Investigator prepares a supplementary report, they must provide copies to the Complaints Coordinator who shall provide a copy each to Council and the Respondent.
- 6.57 The Investigator is not obliged to notify or consult with any person prior to submitting the supplementary report to the Complaints Coordinator.
- 6.58 The Council is only required to provide the Respondent a further opportunity to to make an oral or written submission on a supplementary report if the supplementary report contains new information that is adverse to them.
- 6.59 Council may by resolution impose one or more of the following sanctions on a Respondent:
- a) that the respondent undertake any training or other education relevant to the conduct giving rise to the breach;
 - b) that the respondent be counselled for their conduct;
 - c) that the respondent be removed from membership of a CN committee or any other body or organisation that the respondent serves on as CN's representative;
 - d) that the respondent gives an undertaking not to repeat the offending behaviour in such time and form specified by the resolution;
 - e) that the Respondent apologise to any person or organisation affected by the breach in such a time and form specified by the resolution;
 - f) that findings of inappropriate conduct be made public by publishing the investigator's findings and determination in the minutes of the meeting;
 - g) in the case of a breach by the CEO, that action be taken under the CEO's contract for the breach;
 - h) in the case of a breach by a Councillor, that the Councillor be formally censured for the breach under section 440G of the Act;
 - i) in the case of a breach by a Councillor:
 - i. that the Councillor be formally censured for the breach under section 440G of the Act; and
 - ii. that the matter be referred to the Office for further action under the misconduct provisions of the Act.
- 6.60 The Council is not obliged to adopt the Investigator's recommendation/s. Where the Council does not adopt the Investigator's recommendation/s, it must resolve not to adopt the recommendation and state in its resolution the reasons for its decision.
- 6.61 Where the Council proposes to impose a sanction on the Respondent under clause 6.59 different to the sanction recommended by the Investigator in their final report, Council must state in its resolution the reasons for its decision.
- 6.62 Where the Council resolves not to adopt the Investigator's recommendation/s or imposes a sanction on the respondent under clause 6.59 that is different to the sanction recommended by the investigator, the Complaints Coordinator must notify the Office of the Council's decision and the reasons for it.

Part 7 Oversight and Rights of Review

The Office's powers of review

- 7.1 The Office may, at any time, whether or not in response to a request, review the consideration of a matter under a CN's Code of Conduct where it is concerned that a person has failed to comply with a requirement prescribed under these procedures or has misinterpreted or misapplied the standards of conduct prescribed under the Code of Conduct in their consideration of a matter.
- 7.2 The Office may direct any person, including CN, to defer taking further action in relation to a matter under consideration under CN's Code of Conduct pending the completion of its review. Any person the subject of a direction must comply with the direction.
- 7.3 Where the Office undertakes a review of a matter under clause 7.1, it will notify the complaints coordinator and any other affected persons, of the outcome of the review.

Complaints about Conduct Reviewers

- 7.4 The CEO or their delegate must refer Code of Conduct complaints about conduct reviewers to the Office for its consideration.
- 7.5 The CEO must notify the complainant of the referral of their complaint about the conduct reviewer in writing.
- 7.6 The CEO must implement any recommendation made by the Office as a result of its consideration of a complaint about a conduct reviewer.

Practice rulings

- 7.7 Where a Respondent and an Investigator are in dispute over a requirement under these procedures, either person may make a request in writing to the Office to make a ruling on a question of procedure (a practice ruling).
- 7.8 Where the Office receives a request in writing for a practice ruling, the Office may provide notice in writing of its ruling and the reasons for it to the person who requested it and to the Investigator, where that person is different.
- 7.9 Where the Office makes a practice ruling, all parties are to comply with it.
- 7.10 The Office may decline to make a practice ruling. Where the Office declines to make a practice ruling, it will provide notice in writing of its decision and the reasons for it to the person who requested it and to the Investigator, where that person is different.

Review of decisions to impose sanctions

- 7.11 A person who is the subject of a sanction imposed under Part 6 of these procedures, other than one imposed under clause 6.59, paragraph (i), may, within 28 days of the sanction being imposed, seek a review of the Investigator's determination and recommendation by the Office.
- 7.12 A review under clause 7.11 may be sought on the following grounds:
 - a) that the Investigator has failed to comply with a requirement under these procedures; or
 - b) that the Investigator has misinterpreted or misapplied the standards of conduct prescribed under the Code of Conduct; or
 - c) that in imposing its sanction, the Council has failed to comply with a requirement under these procedures.

- 7.13 A request for a review made under clause 7.11 must be made in writing and must specify the grounds upon which the person believes the Investigator or the Council has erred.
- 7.14 The Office may decline to conduct a review, in cases where the grounds upon which the review is sought are not sufficiently specified.
- 7.15 The Office may undertake a review of a matter without receiving a request under clause 7.11.
- 7.16 The Office will undertake a review of the matter on the papers. However, the Office may request that the Complaints Coordinator provide such further information that the Office considers reasonably necessary for it to review the matter. The Complaints Coordinator must, as far as is reasonably practicable, provide the information requested by the Office.
- 7.17 Where a person requests a review under clause 7.11, the Office may direct the Council to defer any action to implement a sanction. The Council must comply with a direction to defer action by the Office.
- 7.18 The Office must notify the person who requested the review and the Complaints Coordinator of the outcome of the Office's review in writing and the reasons for its decision. In doing so, the Office may comment on any other matters the Office considers to be relevant.
- 7.19 Where the Office considers that the Investigator or the Council has erred, the Office may recommend that a decision to impose a sanction under these procedures be reviewed.
- 7.20 In the case of a sanction implemented by the CEO or Lord Mayor under clause 6.45, where the Office recommends that the decision to impose a sanction be reviewed:
- a) the Complaints Coordinator must provide a copy of the Office's determination in relation to the matter to the CEO or the Lord Mayor; and
 - b) the CEO or Lord Mayor must review any action taken by them to implement the sanction; and
 - c) the CEO or Lord Mayor must consider the Office's recommendation in doing so.
- 7.21 In the case of a sanction imposed by the Council by resolution under clause 6.59, where the Office recommends that the decision to impose a sanction be reviewed:
- a) the Complaints Coordinator must, where practicable, arrange for the Office's determination to be tabled at the next ordinary Council meeting unless the meeting is to be held within the four weeks prior to an ordinary local government election, in which case it must be tabled at the first ordinary Council meeting following the election; and
 - b) the Council must:
 - i. review its decision to impose the sanction; and
 - ii. consider the Office's recommendation in doing so; and
 - iii. resolve to either rescind or reaffirm its previous resolution in relation to the matter.
- 7.22 Where, having reviewed its previous decision in relation to a matter under clause 7.21, the Council resolves to reaffirm its previous decision, it must state in its resolution its reasons for doing so.

Part 8 Procedural Irregularities

- 8.1 A failure to comply with these procedures does not, on its own, constitute a breach of the Code of Conduct, except as may be otherwise specifically provided under the Code of Conduct.
- 8.2 A failure to comply with these procedures will not render a decision made in relation to a matter invalid where:
 - a) the non-compliance is isolated and/or minor in nature; or
 - b) reasonable steps are taken to correct the non-compliance; or
 - c) reasonable steps are taken to address the consequences of the non-compliance.

Part 9 Practice Directions

- 9.1 The Office may at any time issue a practice direction in relation to the application of these procedures.
- 9.2 The Office will issue practice directions in writing, by circular to all councils.
- 9.3 All persons performing a function prescribed under these procedures must consider the Office's practice directions when performing the function.

Part 10 Reporting Statistics on Code of Conduct complaints about Councillors and the CEO

- 10.1 The Complaints Coordinator must arrange for the following statistics to be reported to the elected Council within 3 months of the end of September of each year:
- a) the total number of Code of Conduct complaints made about Councillors and the CEO under the Code of Conduct in the year to September (the reporting period);
 - b) the number of Code of Conduct complaints referred to a Conduct Reviewer during the reporting period;
 - c) the number of Code of Conduct complaints finalised by a Conduct Reviewer at the preliminary assessment stage during the reporting period and the outcome of those complaints;
 - d) the number of Code of Conduct complaints investigated by a Conduct Reviewer during the reporting period;
 - e) without identifying particular matters, the outcome of investigations completed under these procedures during the reporting period;
 - f) the number of matters reviewed by the Office during the reporting period and, without identifying particular matters, the outcome of the reviews; and
 - g) the total cost of dealing with Code of Conduct complaints made about Councillors and the CEO during the reporting period, including staff costs.
- 10.2 CN is to provide the Office with a report containing the statistics referred to in clause 10.1 within 3 months of the end of September of each year.

Part 11 Confidentiality

- 11.1 Information about Code of Conduct complaints and the management and investigation of Code of Conduct complaints is to be treated as confidential and is not to be publicly disclosed except as may be otherwise specifically required or permitted under these procedures.
- 11.2 Where a complainant publicly discloses information on one or more occasions about a Code of Conduct complaint they have made or purported to make, the CEO or their delegate may, with the consent of the Office, determine that the complainant is to receive no further information about their complaint and any future Code of Conduct complaint they make or purport to make.
- 11.3 Prior to seeking the Office's consent under clause 11.2, the CEO or their delegate must give the complainant written notice of their intention to seek the Office's consent, invite them to make a written submission within at least 14 days or such other period specified by the CEO or their delegate, and consider any submission made by them.
- 11.4 In giving its consent under clause 11.2, the Office must consider any submission made by the complainant to the CEO or their delegate.
- 11.5 The CEO or their delegate must give written notice of a determination made under clause 11.2 to:
 - a) the complainant
 - b) the complaints coordinator
 - c) the Office, and
 - d) any other person the CEO or their delegate considers should be notified of the determination.
- 11.6 Any requirement under these procedures that a complainant is to be provided with information about a Code of Conduct complaint that they have made or purported to make, will not apply to a complainant the subject of a determination made by the CEO or their delegate under clause 11.2.
- 11.7 Clause 11.6 does not override any entitlement a person may have to access to CN information under the *Government Information (Public Access) Act 2009* or to receive information under the *Public Interest Disclosures Act 1994* in relation to a complaint they have made.

Annexure A - Definitions

For the purposes of the Procedures, the following definitions apply:

Act	means the <i>Local Government Act 1993</i> (NSW).
Chief Executive Officer (CEO)	the Chief Executive Officer of Newcastle City Council and includes their delegate or authorised representative. References to the CEO are references to the General Manager appointed under the Act.
City of Newcastle (CN)	Newcastle City Council. References to City of Newcastle are references to Newcastle City Council as prescribed under the Act.
Code of Conduct	means CN's respective Codes of Conduct adopted under section 440 of the Act.
Code of Conduct complaint	means a complaint that is a Code of Conduct complaint for the purposes of clauses 3.1 and 3.2 of these procedures.
Complainant	means a person who makes a Code of Conduct complaint.
Complainant Councillor	means a Councillor who makes a Code of Conduct complaint.
Complaints Coordinator	means a person appointed by the CEO under these procedures as a complaints coordinator.
Conduct reviewer	means a person appointed under these procedures to review allegations of breaches of the Code of Conduct by Councillors or the CEO.
Council	the elected Council.
CN Committee	means a committee established by a Council comprising of Councillors, staff or other persons that CN has delegated functions to.
CN Committee	
Member	means a person other than a Councillor or member of staff of Council who is a member of a Council Committee other than a wholly advisory committee.
CN Official	means Councillor, member of staff of CN, Committee Member, Delegates of Council and, for the purposes of clause 3.12 of the Code of Conduct for CN Committee Members, Delegates and Advisors, a CN advisor.

Councillor	means a person elected or appointed to civic office, including the Lord Mayor, and includes voting representatives of the boards of joint organisations and chairpersons of joint organisations.
Delegate of CN	means a person (other than a Councillor or member of CN staff) or body and the individual members of that body, to whom a function of CN is delegated.
external agency	means a state government agency such as, but not limited to, the Office, the ICAC, the NSW Ombudsman or the police.
ICAC	means the Independent Commission Against Corruption
Investigator	means a Conduct Reviewer.
joint organisation	means a joint organisation established under section 4000 of the Act.
the Office	means the Office of Local Government.
the Regulation	means the <i>Local Government (General) Regulation 2005</i> (NSW).
Respondent	means a person whose conduct is the subject of investigation by a conduct reviewer under these procedures.
Wholly advisory committee	a CN committee that CN has not delegated any functions to.

Annexure B - Policy Authorisations

Drafting note: The CEO to appoint the Complaints Coordinator and alternative Complaints Coordinator.

Document Control

Procedure Title	Administration of the Code of Conduct
Procedure owner	Chief Executive Officer
Procedure expert/writer	Governance and Council Executive Support Coordinator
Associated Policy Title (if applicable)	Code of Conduct for Staff Policy Code of Conduct for Councillors Policy Code of Conduct for Council Committee Members, Delegates of Council and Council Advisors Policy
Policy owner (if applicable)	Chief Executive Officer
Prepared by	Governance and Council Executive Support Coordinator
Approved by	CEO
Date approved	To be completed after approval
Commencement Date	To be completed after approval
Next revision date	Date the procedure is due for revision
Version	Four
Category	Governance
Keywords	Code, conduct, conflict, interest, standard, gift, benefit
Details of previous versions	<ul style="list-style-type: none"> ▪ Code of Conduct Procedure V3 - ECM # 5417357
Legislative amendments	<ul style="list-style-type: none"> ▪ <i>Local Government Act 1993</i> (NSW) S10A, 328B, 440, 440AA, 440G, 451, 749 ▪ <i>Local Government (General) Regulation 2005</i> (NSW) Clause 193, 194 ▪ Office of Local Government, Model Code of Conduct (2018) ▪ Office of Local Government, Model Code of Conduct Procedures (2018) ▪ <i>Public Interest Disclosures Act 1994</i> (NSW)
Relevant strategic direction	Open and Collaborative Leadership
Relevant legislation/Codes (reference specific sections)	<ul style="list-style-type: none"> ▪ Code of Meeting Practice ▪ Media Policy ▪ Effective Communication between Councillors and Staff Policy ▪ Internal Reporting - Public Interest Disclosures Policy ▪ Records Management Policy
Other related policies/documents/ strategies	Related policies, documents and strategies (link) if applicable
Relevant strategy	Open and Transparent Governance Strategy

Related forms	<ul style="list-style-type: none">▪ Pecuniary Interest Declaration▪ Non-Pecuniary Interest Declaration
Authorisations	Refer to Annexure B

**ORDINARY COUNCIL MEETING
25 JUNE 2019**

**CCL 25/06/19
EXECUTIVE MONTHLY PERFORMANCE REPORT – MAY 2019**

Attachment A: Executive Monthly Performance Report – May 2019

DISTRIBUTED UNDER SEPARATE COVER

Monthly Performance Report

May 2019



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Operating progress at a Glance as at 31 May, 2019

Over budget by more than 5% and \$100,000	
Over budget by less than 5% or \$100,000	
Result within budget	

Department / Service Unit	Indicator	Comments	Variance (\$,000)	Variance %
CEO's Office				
CEO's Office			104	7%
Governance				
Governance Director			99	26%
Finance			294	0%
Legal			118	2%
Regulatory & Assessment			658	14%
Strategy & Engagement				
Strategy & Engagement Director			84	38%
Information Technology			436	8%
Major Events & Corporate Affairs			564	11%
Corporate & Community Planning			275	13%
People & Culture				
People & Culture Director			37	11%
People & Culture			686	9%
Infrastructure & Property				
Infrastructure & Property Director			49	12%
Depot Operations			224	27%
Assets & Projects			1,035	5%
Civil Construction & Maintenance			591	5%
Property			654	7%
City Wide Services				
City Wide Services Director			4	1%
Art Gallery			55	3%
Museum			34	2%
Civic Services			492	12%
Libraries & Learning			189	3%
Customer Services			278	10%
Waste Services			274	3%
Facilities & Recreation			386	2%

Income Statement

Result for the financial period ending 31 May, 2019

Full Year Budget \$'000	YTD Budget \$'000	YTD Actual Result \$'000	Variance (\$) \$'000	Variance (%) \$'000
Income from Continuing Operations				
167,896 Rates & charges	155,596	155,596		0%
82,733 User charges & fees	75,871	77,929	2,058	3%
10,232 Interest	9,440	9,741	301	3%
10,920 Other operating revenues	10,388	10,562	174	2%
16,098 Grants & contributions - Operating	10,224	10,254	30	0%
22,576 Grants & contributions - Capital	12,800	12,560	(240)	-2%
2,728 Net Gain from disposal of assets	3,495	3,590	95	3%
313,183 Total Income from Continuing Operations	277,814	280,232	2,418	1%
Expenses from Continuing Operations				
98,922 Employee costs	88,288	87,946	(342)	0%
3,532 Borrowing costs	3,221	3,230	9	0%
73,506 Materials & contracts	65,184	54,236	(10,948)	-17%
41,902 Depreciation & amortisation	38,309	38,309		0%
61,086 Other operating expenses	56,206	56,883	677	1%
278,948 Total Expenses from Continuing Operations	251,208	240,604	(10,604)	-4%
34,235 Total Operating result from continuing operations	26,606	39,628	13,022	49%
11,659 Net operating result before capital items	13,806	27,068	13,262	96%

Operating Analysis as at 31 May, 2019

Over budget by more than 5%



Over budget by 5% or less



Result within budget



Department / Service Unit	Indicator	Var (\$'000)	Var(%)	Issue	Explanation
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Operating Revenue

Rates and charges	✓	0	0%		
User charges & fees	✓	2,058	3%	Summerhill - \$1.2m	- The Summerhill waste management centre has generated above budget income which is offset by an increased state waste levy expense.
Interest	✓	301	3%	Interest on Investments - \$0.3m	- Interest income exceeded budget due to total portfolio holdings being greater than anticipated and interest rate higher than forecast
Other operating revenues	✓	174	2%		
Grants & contributions - Operating	✓	30	0%		
Grants & contributions - Capital	!	(240)	-2%		
Net Gain from disposal of assets	✓	95	3%		

Operating Expenses

Employee costs	✓	(342)	0%	Staff costs	- Lower than forecast staff costs due to timing of the project program and general vacancies
Borrowing costs	!	9	0%		
Materials & Contracts	✓	(10,948)	-17%	Projects	- Operational expenditure generated through delivery of the works program is below the forecast (\$6.5m).
Depreciation & Amortisation	✓	0	0%		
Other operating expenses	!	677	1%	State waste levy - \$1m	- Expenditure on the NSW State Waste Levy is above budget due to higher than forecast tonnages. The higher levy is offset by above budget income.

Capital Statement

Result for the financial period ending 31 May, 2019

Full Year Budget \$'000		YTD Budget \$'000	YTD Actual Result \$'000	Variance (\$) \$'000	Variance (%) \$'000
Capital funding					
41,393	General fund contribution to capital	25,998	37,362	11,364	30%
6,255	2012 Special Rate Variation	5,734	5,734		0%
1,972	Stormwater Management Service Charge	1,808	1,808		0%
10,320	Capital Grants & Contributions	12,800	12,560	(240)	-2%
20,264	Proceeds from the sale of assets	18,575	20,473	1,898	9%
(3,580)	Net Loans Borrowings / (Repayments)	(3,282)	(3,282)		0%
76,624	Funding available for capital expenditure	61,633	74,655	13,022	17%
Capital Expenditure					
29,335	Asset Renewal	24,738	22,365	(2,373)	-11%
33,806	New / Upgrade	27,342	24,124	(3,218)	-13%
3,116	Priority Projects	2,663	3,395	732	22%
66,257	Total capital expenditure	54,743	49,884	(4,859)	-10%
10,367	Transfer to or (Draw down on) reserves	6,890	24,771	17,881	72%

Commentary on capital spend

Council's total capital spend at the end of May is \$49.9m. This result is \$4.9m below the YTD budget of \$54.7m. The total project spend inclusive of operational and capital expenditure is \$70.8m compared with a YTD budget of \$81.6m.

Newcastle City Council

For the month ending 31 May, 2019

	CEO Office		Governance		Strategy & Engagement		People & Culture		Infrastructure		City Wide Services		Capital Works Program		Airport		The City of Newcastle			
	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	Var (\$)	Var(%)
Operating Revenue																				
1 Rates & charges			132,587	132,587	1,089	1,089			1,866	1,866	20,054	20,054					155,596	155,596		0%
2 User charges & fees			4,615	4,852	455	484	1	1	16,033	16,512	41,412	42,725	347	347	13,008	13,008	75,871	77,929	2,058	3%
3 Interest			9,152	9,453											288	288	9,440	9,741		0%
4 Other operating revenues			917	920	186	131	10	10	6,303	6,404	2,949	3,074	23	23			10,388	10,562	174	2%
5 Grants & contributions - Operating			6,227	6,246	95	91	216	234	2,602	2,563	808	844	276	276			10,224	10,254	30	0%
6 Net Gain from disposal of assets			7,352	7,286													7,352	7,286	(66)	-1%
Total Operating Revenue			160,850	161,344	1,825	1,795	227	245	26,804	27,345	65,223	66,697	646	646	13,296	13,296	268,871	271,368	2,262	1%
Operating Expenses																				
6 Employee costs	919	874	14,576	14,437	7,154	7,097	7,619	7,200	26,478	26,432	27,068	27,287	2,418	2,563	2,056	2,056	88,288	87,946	(342)	0%
7 Borrowing costs			2,954	2,972					54	45					213	213	3,221	3,230	9	0%
8 Materials & contracts	305	254	3,810	3,288	5,077	3,882	795	496	11,165	10,387	20,142	18,588	23,642	17,093	248	248	65,184	54,236	(10,948)	-17%
9 Depreciation & amortisation	1	1	62	62	902	902	75	75	24,192	24,192	11,464	11,464			1,613	1,613	38,309	38,309		0%
10 Other operating expenses	169	161	11,629	11,597	1,842	1,705	10	23	6,501	6,242	31,037	32,134		3	5,018	5,018	56,206	56,883	677	1%
11 Net Loss from disposal of assets									3,800	3,639					57	57	3,857	3,696	(161)	-4%
Total Operating Expenses	1,394	1,290	33,031	32,356	14,975	13,586	8,499	7,794	72,190	70,937	89,711	89,473	26,060	19,659	9,205	9,205	255,065	244,300	(10,604)	-4%
Total Operating Revenue Less Operating Expenditure	(1,394)	(1,290)	127,819	128,988	(13,150)	(11,791)	(8,272)	(7,549)	(45,386)	(43,592)	(24,488)	(22,776)	(25,414)	(19,013)	4,091	4,091	13,806	27,068	13,262	96%

Governance

For the month ending 31 May, 2019

	Director		Finance		Legal		Regulatory, Planning & Assessment		Governance			
	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	Var (\$)	Var(%)
Operating Revenue												
1 Rates & charges			132,587	132,587					132,587	132,587		0%
2 User charges & fees			370	393	12	14	4,233	4,445	4,615	4,852	237	5%
3 Interest			9,152	9,453					9,152	9,453		0%
4 Other operating revenues			500	501	105	102	312	317	917	920	3	0%
5 Grants & contributions - Operating			6,227	6,242				4	6,227	6,246	19	0%
6 Net Gain from disposal of assets			7,352	7,286					7,352	7,286	(66)	-1%
Total Operating Revenue			148,836	156,462	117	116	4,545	4,766	153,498	161,344	259	0%
Operating Expenses												
7 Employee costs	358	275	4,133	4,072	2,506	2,701	7,579	7,389	14,576	14,437	(139)	-1%
8 Borrowing costs			2,954	2,972					2,954	2,972	18	1%
9 Materials & contracts	25	12	797	833	1,404	1,134	1,584	1,309	3,810	3,288	(522)	-14%
10 Depreciation & amortisation			1	1	61	61			62	62		0%
11 Other operating expenses	3		9,324	9,311	2,250	2,206	52	80	11,629	11,597	(32)	0%
12 Net Loss from disposal of assets												0%
Total Operating Expenses	386	287	17,209	17,189	6,221	6,102	9,215	8,778	33,031	32,356	(675)	-2%
Total Operating Revenue Less Operating Expenditure	(386)	(287)	131,627	139,273	(6,104)	(5,986)	(4,670)	(4,012)	120,467	128,988	8,521	7%

Strategy & Engagement

For the month ending 31 May, 2019

	Director		Information Technology		Major Events & Corporate Affairs		Corporate & Community Planning		Strategy & Engagement			
	YTD Budget	YTD Actual	YTD Budget	YTD Actual	YTD Budget	YTD Actual	YTD Budget	YTD Actual	YTD Budget	YTD Actual	Var (\$)	Var(%)
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000		
Operating Revenue												
1 Rates & charges							1,089	1,089	1,089	1,089		0%
2 User charges & fees			426	420	29	64			455	484	29	6%
3 Interest												0%
4 Other operating revenues					186	102		29	186	131	(55)	-30%
5 Grants & contributions - Operating					31	31	64	60	95	91	(4)	-4%
6 Net Gain from disposal of assets												
Total Operating Revenue			426	420	246	197	1,153	1,178	1,825	1,795	(30)	-2%
Operating Expenses												
7 Employee costs	202	134	2,723	2,711	2,169	2,265	2,060	1,987	7,154	7,097	(57)	-1%
8 Borrowing costs												0%
9 Materials & contracts	18	2	1,946	1,573	2,570	2,018	543	289	5,077	3,882	(1,195)	-24%
10 Depreciation & amortisation			873	873			29	29	902	902		0%
11 Other operating expenses			556	499	680	523	606	683	1,842	1,705	(137)	-7%
12 Net Loss from disposal of assets												0%
Total Operating Expenses	220	136	6,098	5,656	5,419	4,806	3,238	2,988	14,975	13,586	(1,389)	-9%
Total Operating Revenue Less Operating Expenditure	(220)	(136)	(5,672)	(5,236)	(5,173)	(4,609)	(2,085)	(1,810)	(13,150)	(11,791)	1,359	10%

People & Culture

For the month ending 31 May, 2019

	Director		People & Culture		People & Culture			
	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	Var (\$)	Var(%)
Operating Revenue								
1 Rates & charges								0%
2 User charges & fees			1	1	1	1		0%
3 Interest								0%
4 Other operating revenues			10	10	10	10		0%
5 Grants & contributions - Operating			216	234	216	234	18	8%
6 Net Gain from disposal of assets								
Total Operating Revenue			227	245	227	245	18	8%
Operating Expenses								
7 Employee costs	280	288	7,339	6,912	7,619	7,200	(419)	-5%
8 Borrowing costs								0%
9 Materials & contracts	50	4	745	492	795	496	(299)	-38%
10 Depreciation & amortisation			75	75	75	75		0%
11 Other operating expenses		1	10	22	10	23	13	130%
12 Net Loss from disposal of assets								0%
Total Operating Expenses	330	293	8,169	7,501	8,499	7,794	(705)	-8%
Total Operating Revenue Less Operating Expenditure	(330)	(293)	(7,942)	(7,256)	(8,272)	(7,549)	723	9%

Infrastructure & Property

For the month ending 31 May, 2019

	Director		Depot Operations		Assets & Projects		Civil Construction & Maintenance		Property & Facilities		Infrastructure & Property			
	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	YTD Budget \$'000	YTD Actual \$'000	Var (\$)	Var(%)
Operating Revenue														
1 Rates & charges					1,479	1,479			387	387	1,866	1,866		0%
2 User charges & fees					6,858	7,084	5,548	5,785	3,627	3,643	16,033	16,512	479	3%
3 Interest														0%
4 Other operating revenues					3,343	3,307			2,960	3,097	6,303	6,404	101	2%
5 Grants & contributions - Operating			530	487	1,474	1,467	532	543	66	66	2,602	2,563	(39)	-1%
6 Net Gain from disposal of assets			447	701						505	447	1,206	759	170%
Total Operating Revenue			977	1,188	13,154	13,337	6,080	6,328	7,040	7,698	27,251	28,551	541	2%
Operating Expenses														
7 Employee costs	364	362	2,738	2,837	6,597	6,360	8,600	8,425	8,179	8,448	26,478	26,432	(46)	0%
8 Borrowing costs									54	45	54	45	(9)	-17%
9 Materials & contracts	50	5	(7,600)	(7,657)	1,825	1,467	10,067	9,906	6,823	6,666	11,165	10,387	(778)	-7%
10 Depreciation & amortisation	5	5	4,125	4,125	19,090	19,090	26	26	946	946	24,192	24,192		0%
11 Other operating expenses	2		869	814	4,457	4,361	78	71	1,095	996	6,501	6,242	(259)	-4%
12 Net Loss from disposal of assets					3,800	3,639					3,800	3,639	(161)	-4%
Total Operating Expenses	421	372	132	119	35,769	34,917	18,771	18,428	17,097	17,101	72,190	70,937	(1,092)	-2%
Total Operating Revenue Less Operating Expenditure	(421)	(372)	845	1,069	(22,615)	(21,580)	(12,691)	(12,100)	(10,057)	(9,403)	(44,939)	(42,386)	2,553	6%

City Wide Services

For the month ending 31 May, 2019

	Director		Art Gallery		Museum		Civic Services		Libraries & Learning		Customer Service		Waste Services		Parks & Recreation		Infrastructure				
	YTD Budget	YTD Actual	YTD Budget	YTD Actual	YTD Budget	YTD Actual	YTD Budget	YTD Actual	YTD Budget	YTD Actual	YTD Budget	YTD Actual	YTD Budget	YTD Actual	YTD Budget	YTD Actual	YTD Budget	YTD Actual	Var (\$)	Var(%)	
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000			
Operating Revenue																					
1 Rates & charges													20,054	20,054					20,054	20,054	
2 User charges & fees			49	71	245	169	1,661	1,827	1,160	1,131	285	282	36,686	37,843	1,326	1,402			41,412	42,725	1,313
3 Interest																					
4 Other operating revenues			95	125	148	40	1,741	1,816	353	310	2	5	442	587	168	191			2,949	3,074	125
5 Grants & contributions - Operating			120	123	10	11	50	66	401	406			186	186	41	52			808	844	36
6 Net Gain from disposal of assets																					
Total Operating Revenue			264	319	403	220	3,452	3,709	1,914	1,847	287	287	57,368	58,670	1,535	1,645			65,223	66,697	1,474
Operating Expenses																					
7 Employee costs	355	346	1,064	1,101	839	880	3,343	3,324	5,433	5,371	2,561	2,330	5,395	5,935	8,078	8,000			27,068	27,287	219
8 Borrowing costs																					
9 Materials & contracts	3	8	409	370	470	266	1,825	1,665	1,291	1,094	466	430	11,358	10,588	4,320	4,167			20,142	18,588	(1,554)
10 Depreciation & amortisation			331	331	400	400	1,738	1,738	1,537	1,537	6	6	3,192	3,192	4,260	4,260			11,464	11,464	
11 Other operating expenses			267	269	158	104	639	583	254	257	27	16	28,651	29,909	1,041	996			31,037	32,134	1,097
12 Net Loss from disposal of assets																					
Total Operating Expenses	358	354	2,071	2,071	1,867	1,650	7,545	7,310	8,515	8,259	3,060	2,782	48,596	49,624	17,699	17,423			89,711	89,473	(238)
Total Operating Revenue Less Operating Expenditure	(358)	(354)	(1,807)	(1,752)	(1,464)	(1,430)	(4,093)	(3,601)	(6,601)	(6,412)	(2,773)	(2,495)	8,772	9,046	(16,164)	(15,778)			(24,488)	(22,776)	1,712

Debtors Report as at 31 May, 2019

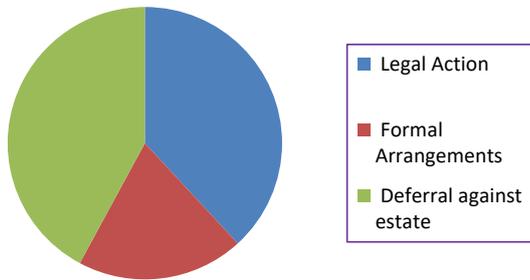
Outstanding Rates

Debt Recovery Action	No. of Properties	\$ Amount
Legal Action	210	611,401
Formal Arrangements	244	315,418
Deferral against estate	39	675,025
Total	493	1,601,844

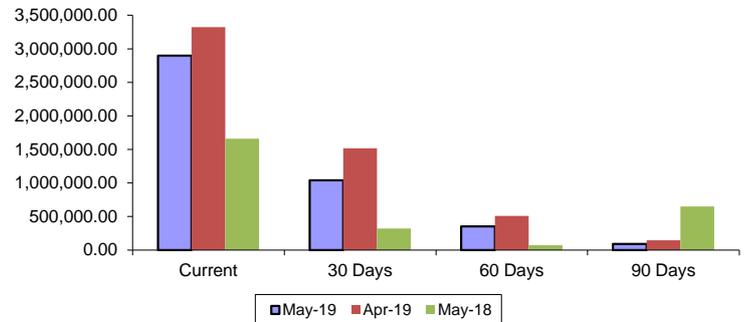
Aged Debtors Report (Major Debtors Report)

Period	May-19 \$	Apr-19 \$	May-18 \$
Current	2,897,623	3,324,012	1,660,831
30 Days	1,039,393	1,514,683	323,571
60 Days	354,518	507,703	72,050
90 Days	92,337	145,850	649,008
Total	4,383,871	5,492,248	2,705,460

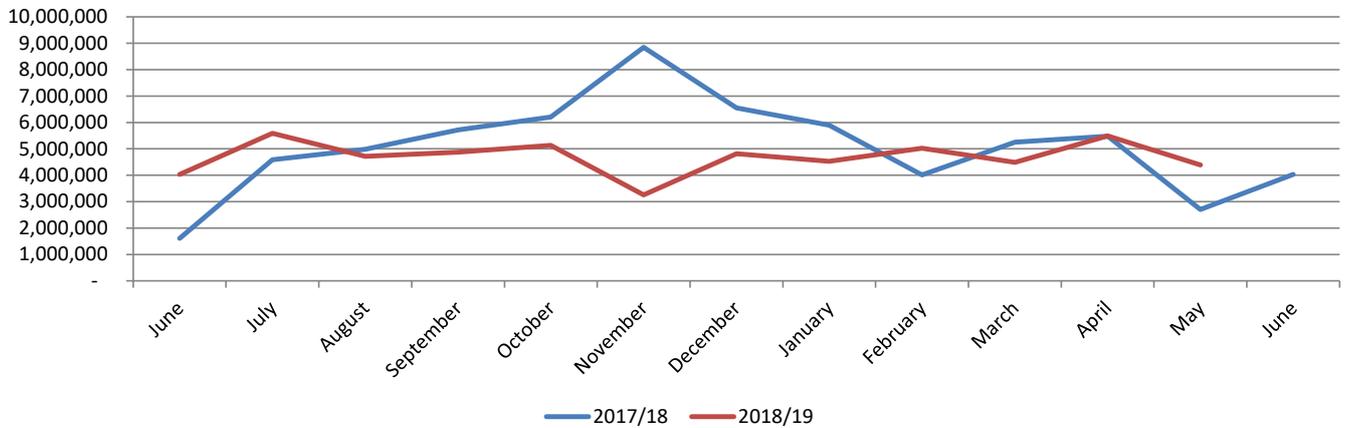
Outstanding Rates (\$)



Debtors balances



Trend of Debtors Balance (\$)



Breakdown of Material Debtors greater than \$100,000

Debtor	Business Unit	Total \$	Current \$	30 Days \$	60 Days \$	90 Days \$
NSW Land & Housing	Waste Management	\$ 167,900	-	167,900	-	-
Cleanaway	Waste Management	\$ 629,324	299,448	329,876	-	-
Veolia Environmental	Waste Management	\$ 225,889	225,889	-	-	-
Enviroacific	Waste Management	\$ 219,625	99,748	119,877	-	-
Lantrak NSW	Waste Management	\$ 323,173	323,173	-	-	-
Australasian Civil	Waste Management	\$ 261,448	-	10,886	250,395	168
RTC Services	Waste Management	\$ 479,968	251,824	228,143	-	-
Office of LG	Finance	\$ 114,863	114,863	-	-	-
NSW Environmental Trust	Waste Management	\$ 600,000	600,000	-	-	-
Treasury/Crown Finance	Strategy & Engagement	\$ 311,009	311,009	-	-	-

Commentary on Material Debtors greater than 90 days

Empty space for commentary

Works Program Summary

For the month ending 31 May, 2019

Full Year Revised Budget \$,000	Portfolio/Program	YTD Revised Budget \$,000	YTD Actual Result \$,000	Variance to YTD budget (%)	% of FY Budget Spent
23,757	Buildings, Structures and Places	19,355	15,178	-22%	64%
54	Aquatic Centres	54	54	0%	100%
442	Blackbutt Reserve	442	442	0%	100%
6,159	Buildings - Council Support Services	4,613	2,574	-44%	42%
605	Caravan Parks and Commercial Properties	603	598	-1%	99%
50	Cemeteries	41	22	-46%	44%
780	City Centre Revitalisation	670	485	-28%	62%
981	Coastal Revitalisation	981	1,231	25%	125%
726	Community Buildings	546	430	-21%	59%
5,399	Cultural Facilities	4,312	2,927	-32%	54%
1,065	Libraries	868	738	-15%	69%
7,083	Recreation Parks and Sporting Facilities	5,918	5,534	-6%	78%
301	Public Toilets	203	16	-92%	5%
112	Retaining Walls	104	127	22%	113%
17,319	Roads	16,135	15,956	-1%	92%
951	Bridges	746	377	-49%	40%
2,664	Footpaths	2,585	2,730	6%	102%
3,013	Road Furniture	2,965	2,952	0%	98%
7,235	Road Rehabilitation	6,703	7,174	7%	99%
3,456	Road Resurfacing	3,136	2,723	-13%	79%
3,993	Transport	3,550	3,345	-6%	84%
579	Cycleways	480	410	-15%	71%
1,190	Local Area Traffic Management	1,091	1,098	1%	92%
277	Parking Infrastructure	227	132	-42%	48%
1,947	Pedestrian Access and Mobility Plan	1,752	1,705	-3%	88%
6,572	Stormwater	5,282	4,230	-20%	64%
233	Flood Planning	215	442	106%	190%
6,339	Stormwater System	5,067	3,788	-25%	60%
16,645	Environment	14,302	14,709	3%	88%
1,109	Bushland and Watercourses	859	505	-41%	46%
1,164	Coast, Estuary and Wetlands	935	526	-44%	45%
1,043	Street and Park Trees	868	787	-9%	75%
13,329	Waste Management	11,640	12,891	11%	97%
9,203	Information Technology	6,869	2,969	-57%	32%
5,884	Implementation and Upgrade of Applications	4,291	1,534	-64%	26%
2,243	Infrastructure Improvements	1,716	823	-52%	37%
1,076	Strategic and Systems Analysis	862	612	-29%	57%
15,504	Strategic	12,470	11,027	-12%	71%
15,117	Smart City	12,130	10,735	-12%	71%
387	Strategic Plans	340	292	-14%	75%
4,162	Fleet Replacement	3,645	3,353	-8%	81%
4,162	Fleet Replacement	3,645	3,353	-8%	81%
97,155	Total Works Program	81,608	70,767	-13%	73%

Note: The Budget above is inclusive of operational and capital works

Councillors' Expense Register 2018/2019 - YTD May 2019

	OFFICIAL BUSINESS - AUSTRALIA (incl travel, accommodation, attendance at official events)	ACCOMPANYING PERSON- OFFICIAL BUSINESS	OVERSEAS TRAVEL (incl travel, accommodation, attendance at official events)	PROFESSIONAL DEVELOPMENT (including registration, accommodation and materials)	AICD COURSE FEES (including registration, membership, accommodation and materials)	ANNUAL CONFERENCE	COMMUNICATION DEVICES	COMMUNICATION EXPENSES	CARER EXPENSES	OTHER OFFICE SUPPLIES AND FACILITIES	TOTAL 2018/2019 EXPENDITURE
Lord Mayor Policy Provision	\$4,000 per Year	\$1,000 per year	In accordance with resolution	\$5,000 per Year (\$8,000 if attending AICD during year)	\$4,000 per term, can be combined with yearly Professional Development allowance	\$3,000 per Year	\$4,000 per Term	\$3,000 per year	\$6,000 per Year	\$500 per Year	
NELMES Nuatali	2,274.35			687.72			3,921.53	1,602.46		524.23	9,010.29
Councillor Policy Provision	\$2,000 per Year	\$500 per Year	In accordance with resolution	\$5,000 per Year (\$8,000 if attending AICD during year)	\$4,000 per term, can be combined with yearly Professional Development	\$3,000 per Year	\$4,000 per Term	\$3,000 per Year	\$6,000 per Year	\$500 per Year	
BYRNE Matthew	150.00						3,586.53	731.78		177.13	4,645.44
CHURCH JOHN	272.74				7,699.00		-	480.00		449.09	8,900.83
CLAUSEN Declan	1,846.08			214.03			3,821.53	731.78		294.40	6,907.82
DUNCAN Carol	882.44				8,670.91	1,126.36	3,586.53	731.78		449.09	15,447.11
DUNN Jason	-						3,586.53	731.78		177.13	4,495.44
ELLIOT Kath	1,222.70				7,595.00		3,586.53	731.78		-	13,136.01
LUKE Brad	209.04						3,586.53	731.78		176.61	4,703.96
MACKENZIE John	-						3,586.53	731.78		449.09	4,767.40
ROBINSON Allan	-						3,586.53	731.78		-	4,318.31
RUFO Andrea	37.58						3,586.53	731.78		-	4,355.89
WHITE Emma						1,798.52	3,586.53	731.78		177.13	6,293.96
WINNEY-BAARTZ Peta	828.67			-		1,126.36	3,586.53	731.78		-	6,273.34
TOTAL (exc LM)	5,449.25	-	-	214.03	23,964.91	4,051.24	39,686.82	8,529.58	-	2,349.67	84,245.50
TOTAL (inc LM)	7,723.60	-	-	901.75	23,964.91	4,051.24	43,608.35	10,132.04	-	2,873.90	93,255.79

Investment Policy compliance report

May 2019

Executive summary:

- 1 City of Newcastle's (CN) temporary surplus funds are invested consistent with its adopted Investment Policy and The Local Government Act and Regulations.
- 2 **Socially Responsible Investment:**
Application of the investment function has remained consistent with requirements outlined within Part E of CN's Investment Policy, "*Environmentally and Socially Responsible Investments (SRI)*".
- 3 **Investment Portfolio Holdings:**
CN's overall investment portfolio holdings are \$365.2million comprising \$355.1million of invested funds, and \$10.1million Cash At Call.
- 4 **Investment monthly movements:**
New investments placed during May 2019 continued to focus on meeting the objectives outlined in CN's Investment and Borrowing Policy.

Further disclosure of investment portfolio composition and details of investment placements performed during the reporting period are detailed later in this report.
- 5 **Performance:**
CN achieved a Net Yield on the investment portfolio for the 12 months to 31 May of 3.09%, against the benchmark of 1.99% 90d Bloomberg AusBond Bank Bill Index.

CN's Investment Policy mandates a KPI Active Return (Net Return less benchmark) of 0.50%. The Active Return for the 12months to May was 1.09%.
- 6 **Interest Income Budget:**
The 2018/19 budget from CN's cash and investments was revised upward at the March 2019 review to \$9.65million (excluding Newcastle Airport and non-investment portfolio sources of interest). The upward revision was a result of the combined impacts from a temporary spike in short term interest rates in the first half of the financial year, greater than anticipated cash and investment holdings due to the year to date works program expenditure being behind budget, and interest earned on the sale proceeds from 282 King Street.
- 7 **Interest Income Actual:**
Cumulative 2018/19 interest income from CN's cash and investments was \$9.3million (excluding Newcastle Airport and non-investment portfolio sources of interest). Year to date this result exceeds the revised budget of \$8.9million.

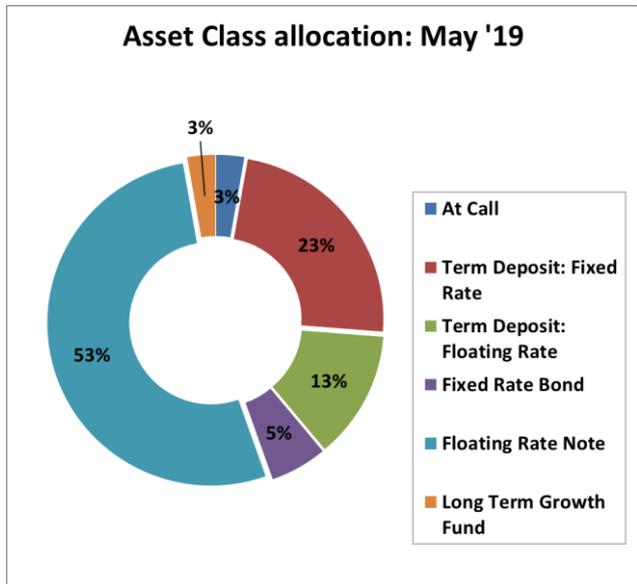
The budget to actual interest report as at 31 May 2019 is submitted to Council later in this report.
- 8 In accordance with Council's resolution of 30 May 1995, the schedules of investments (new placements and maturities) from the two previous meetings of Council are provided in detail at the conclusion of this report.

Investment Policy compliance report

May 2019

Portfolio Summary:

Asset Class allocation	
Investment type	Current month May '19
Cash At Call	10,056,803
Term Deposit: Fixed rate	85,778,847
Term Deposit: Floating rate	46,500,000
Floating Rate Note	192,289,545
Fixed Rate Bond	20,491,621
Long Term Growth Fund	10,077,613
Total	365,194,429

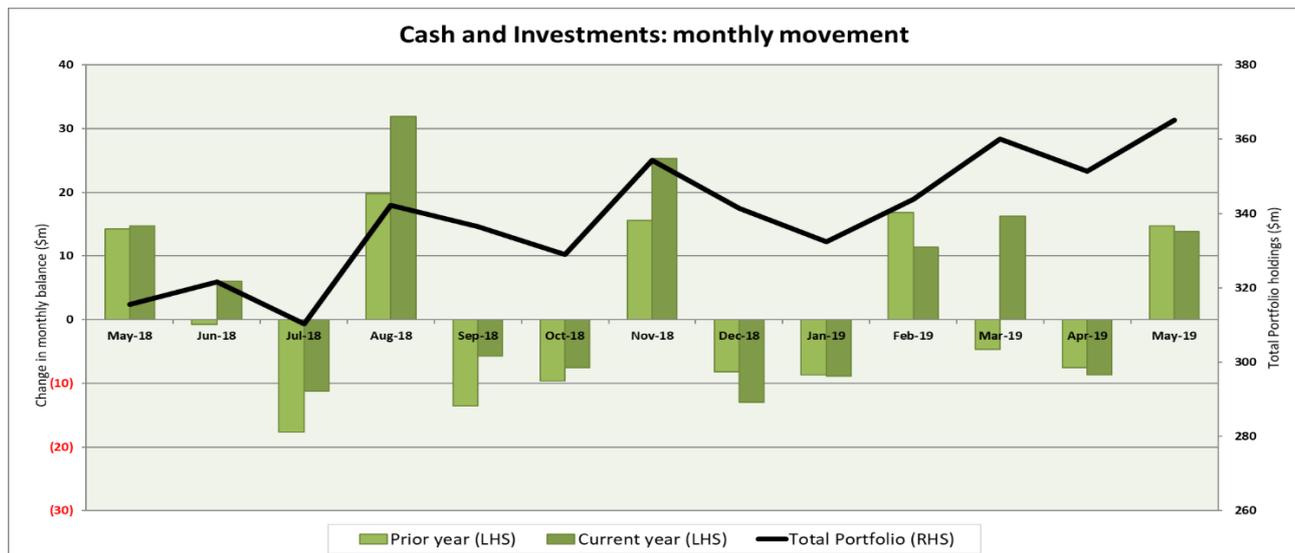
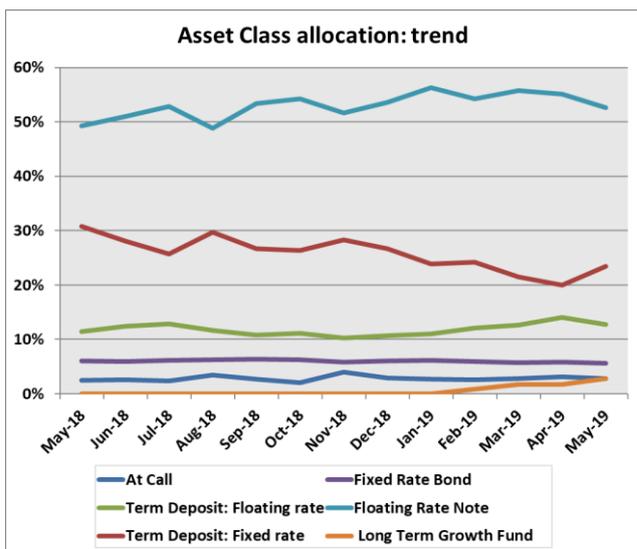


Commentary:

During the month of May 2019 new investments focused on three key areas:

- ensuring continued short-term liquidity;
- maintaining the maturity profile of defensive income producing medium term allocations; and
- increasing the total sum invested in the Long Term Growth Fund. Thereby, continuing the strategy of improving investment duration and long term funding commitment alignment.

The upward trend in Cash and investments (displayed below) is largely attributable to non recurrent factors. Including the receipt of CAC sale proceeds (March 2019) and the delayed delivery of the 2018/19 works program.



Investment Policy compliance report

May 2019

New and matured Investments:

Matured Investments:

Date matured	Institution	Asset Class	Principal value	Rate of Return	Original Term	Original date invested
3 May 2019	IMB Bank	Term Deposit: Fixed rate	\$3,000,000	2.70%	142 days	12 Dec 2018
6 May 2019	IMB Bank	Term Deposit: Fixed rate	\$3,031,512	1.50%	3 days	3 May 2019
10 May 2019	Westpac	Floating Rate Note	\$2,500,000	90d bbsw + 1.00%	3.2 years	8 Mar 2016
27 May 2019	NAB	Term Deposit: Floating rate	\$3,000,000	90d bbsw + 1.00%	5 years	26 May 2014

New Investments:

Contract date	Settlement date	Institution	Asset Class	Principal value	Rate of Return	Term	Maturity date
2 May 2019	2 May 2019	NAB	Term Deposit: Fixed rate	\$4,000,000	2.35%	141 days	20 Sept 2019
3 May 2019	6 May 2019	IMB Bank	Term Deposit: Fixed rate	\$3,031,512	1.50%	3 days	6 May 2019
15 May 2019	23 May 2019	RACQ Bank	Floating Rate Note	\$1,000,000	90d bbsw + 1.05%	3 years	23 May 2022
24 May 2019	24 May 2019	NAB	Term Deposit: Fixed rate	\$4,500,000	2.25%	133 days	4 Oct 2019
29 May 2019	30 May 2019	TCorp NSW	Long Term Growth Fund	\$4,000,000	N/A*	N/A**	N/A**
30 May 2019	30 May 2019	Suncorp	Term Deposit: Fixed rate	\$5,000,000	2.25%	134 days	11 Oct 2019
31 May 2019	31 May 2019	Bank of QLD	Term Deposit: Fixed rate	\$5,000,000	2.40%	3 years	31 May 2022

* TCorp Growth Funds do not have a contracted rate of return. However, TCorp provides guidance on Long-Term Return expectations over a 10year period of CPI + 3.50%p.a with a greater than 50% probability.

**TCorp Growth Funds do not have a contracted maturity date. However, CN's Internal Strategy specifies that the minimum time horizon for the Long-Term Growth Fund is 5 years from the date of initial deposit.

I certify that the new investments detailed above have been made in accordance with the Local Government Act 1993, the Local Government (General) Regulation 2005, and Council's adopted Investment Policy.



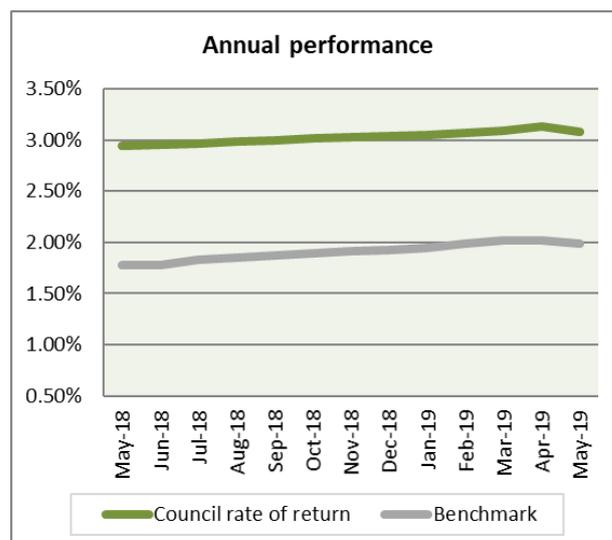
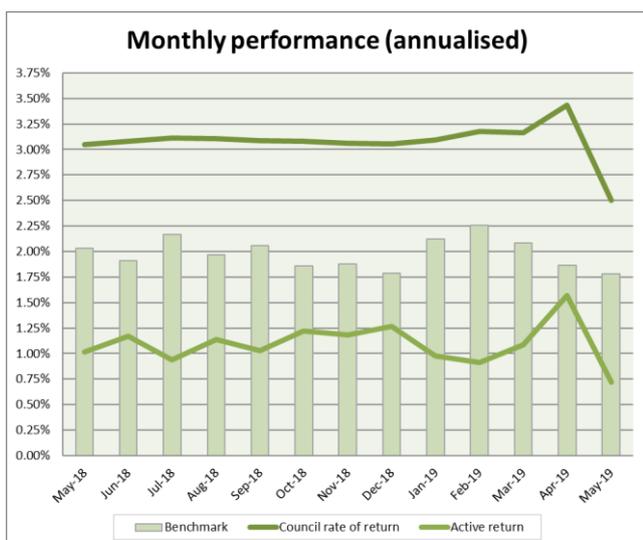
Alissa Jones
Responsible Accounting Officer

Investment Policy compliance report

May 2019

Performance measurement:

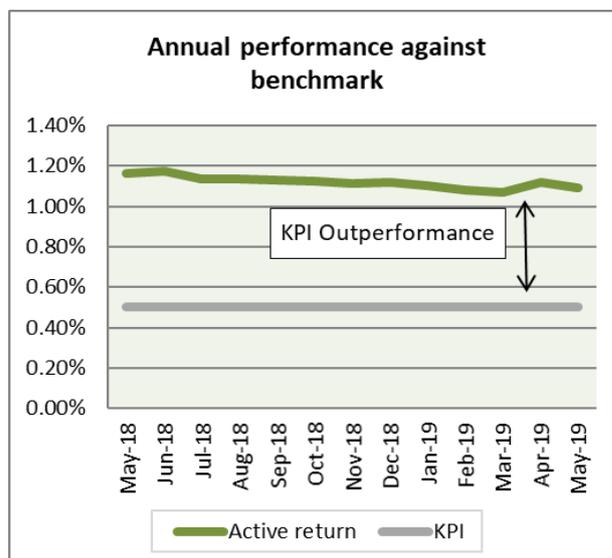
	Monthly return (annualised)	12month return (p.a.)
Council return	2.50%	3.09%
Benchmark	1.78%	1.99%



Commentary:

The above table provides a snapshot of the weighted average return (running yield) for CN's Investment portfolio for both the month of May 2019 as well as the 12months to May 2019.

As Councils exposure to the long term growth fund has increased so too has monthly performance volatility. This is a result of increased exposure to growth aligned asset classes that are inherently more volatile month to month than term deposits and investment grade senior debt. The expectation remains unchanged that the investment of money into this fund will improve performance over the long term.



For much of calendar year 2019 interest rate swaps have been in a steady decline across the yield curve as concerns surrounding both domestic and global economic growth have grown. This downward trend has accelerated in May as markets have priced in continued significant downward movement in interest rates throughout the remainder of 2019 and into 2020, with all durations of the curve now at historically low levels.

Additionally, there has been a sustained tightening trend in ADI credit margins. A contributing factor to this is that lending growth has slowed, this has diminished ADI's needs to raise additional monies to fund their growth. Simplistically, this has meant that fixed income supply has not maintained pace with pent up demand, leading to the laws of demand and supply tightening margins.

Investment Policy compliance report

May 2019

Credit Risk compliance:

Investment credit rating	Current month		Exposure limits
	\$	%	%
Government	-	-	100%
AAA	2,495,571	1%	100%
AA band (inc. major banks)	186,558,241	51%	100%
A+ and below *	166,063,033	45%	60%
BBB+ and below *	116,545,647	32%	50%
Non Rated (BBB- and below) *	639,424	0%	10%
T Corp Growth Funds	10,077,613	3%	20%

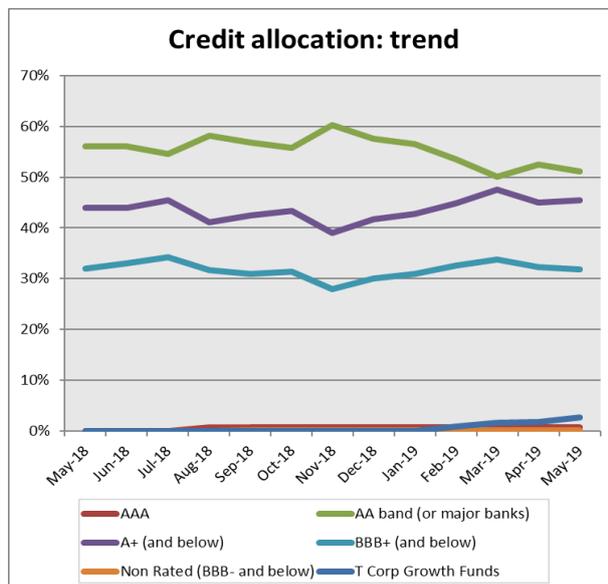
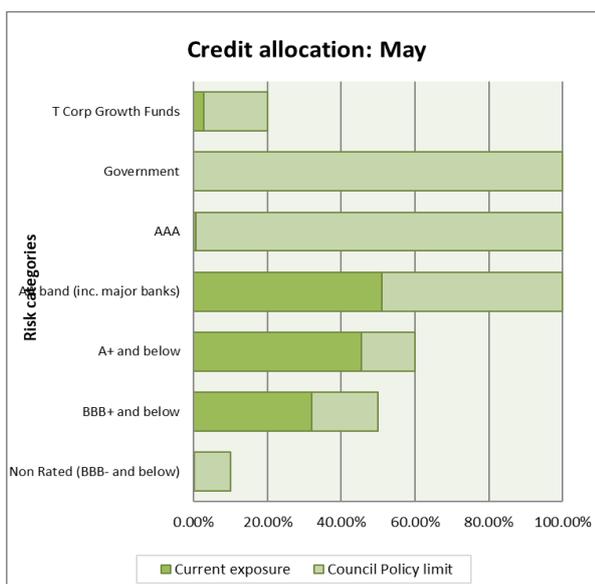
* Excluding T Corp Growth Funds

Commentary:

Allocations remain conservative from a credit risk perspective and remain well within CN’s Policy limits.

As at 31 May 2019 all investments managed by CN are in Authorised Deposit Taking Institutions (regulated by ASIC) except for those funds which are invested in the “Long Term Growth Fund”. The Long-Term Growth Fund is a growth focused managed fund, administered by NSW Treasury Corporation, that maintains an average underlying asset class mix of approximately 80% to Growth investments and 20% to Defensive investments.

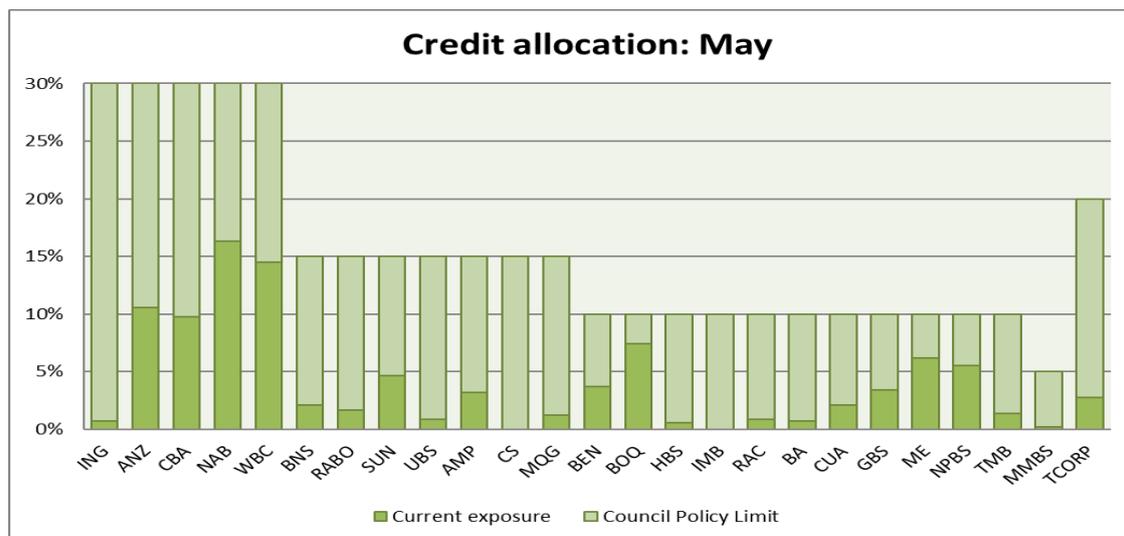
Additional Policy measures are in place to limit credit risk exposure via individual ADI exposure limits and term to maturity limits.



Investment Policy compliance report

May 2019

Credit risk compliance cont:



Institution	Institution abbreviation	Credit rating (S&P)	Current month May '19		Prior month Apr '19		Prior year May '18	
ING Bank (Australia)	ING	AAA*	2,495,571	1%	2,495,571	1%	-	0%
ANZ	ANZ	AA-	38,492,026	11%	38,492,922	11%	26,484,771	8%
Commonwealth Bank	CBA	AA-	35,598,305	10%	36,616,400	10%	44,831,919	14%
National Australia Bank	NAB	AA-	59,467,727	16%	53,967,727	15%	56,597,312	18%
Westpac	WBC	AA-	53,000,183	15%	55,500,183	16%	43,000,649	14%
Bank of Nova Scotia	BNS	A+	7,501,680	2%	7,501,680	2%	-	0%
Rabobank	RABO	A+	6,000,000	2%	6,000,000	2%	5,000,495	2%
Suncorp Metway	SUN	A+	17,011,490	5%	12,012,265	5%	17,004,260	5%
UBS Australia	UBS	A+	3,000,000	1%	3,000,000	1%	3,000,000	1%
Credit Suisse AG	CS	A	-	0%	-	0%	3,000,000	1%
Macquarie Bank	MQG	A	4,500,000	1%	4,500,000	1%	7,500,000	2%
AMP Bank	AMP	A-	11,504,186	3%	11,504,657	3%	8,506,113	3%
Bendigo Bank	BEN	BBB+	13,500,000	4%	13,500,000	4%	18,505,130	6%
Bank of Queensland	BOQ	BBB+	27,157,753	7%	22,160,087	6%	20,140,823	6%
Heritage Bank	HBS	BBB+	2,050,000	1%	2,050,000	1%	2,050,000	1%
IMB Bank	IMB	BBB+	-	0%	3,000,000	1%	-	0%
RACQ Bank	RAC	BBB+	3,000,000	1%	2,000,000	1%	2,000,000	1%
Bank Australia	BA	BBB	2,500,000	1%	2,500,000	1%	-	0%
Credit Union Australia	CUA	BBB	7,501,193	2%	7,501,193	2%	2,000,000	1%
Greater Bank	GBS	BBB	12,500,000	3%	12,500,000	4%	15,500,000	5%
ME Bank	ME	BBB	22,456,786	6%	22,457,125	6%	18,474,791	6%
Newcastle Permanent	NPBS	BBB	20,240,241	6%	20,240,241	6%	13,980,490	4%
Teachers Mutual	TMB	BBB	5,000,251	1%	5,000,251	1%	1,000,731	0%
Maitland Mutual	MMBS	Non Rated	639,424	0%	639,424	0%	-	0%
NSW Treasury Corp (TCorp)	TCORP	Non Rated	10,077,613	3%	6,186,914	2%	-	0%
Total			365,194,428		351,326,640		315,577,483	

Commentary:

* = ING Bank (Australia) maintains a long term credit rating with S&P of "A". However the sole investment CN maintains with ING is assigned a "AAA" rating due to additional credit support assigned to it.

Investment Policy compliance report

May 2019

Maturity risk compliance:

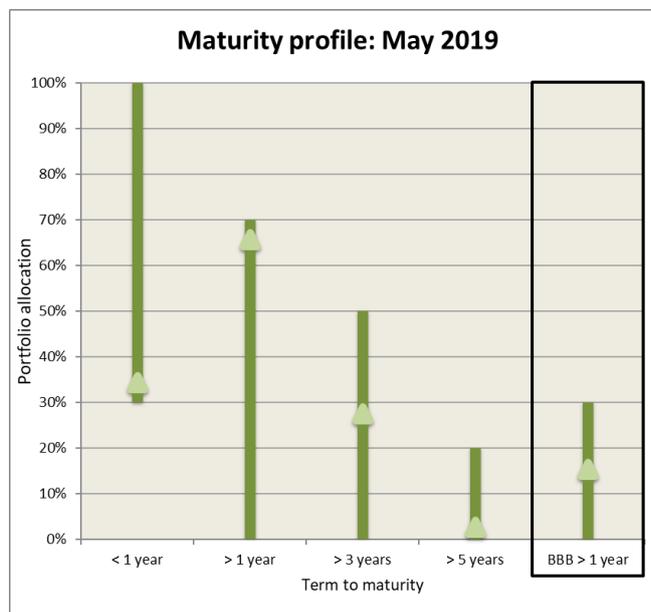
Term to Maturity	Actual allocations		Policy Framework		
	May		Minimum	Maximum	Minimum rating of Investment at purchase
	\$	%	%	%	
0 - 1 Year	125,376,578	34%	30%	100%	
> 1 Year	239,817,850	66%		70% (maximum of 30% to BBB)	BBB
> 3 Years	100,577,496	28%		50%	BBB
> 5 Years	10,077,613	3%		20%	AA- (or major bank) and TCorp IM Growth Funds

Commentary:

CN's Investment Policy mandates that it holds a minimum of 30% of cash and investments with a maximum term to maturity of less than 12months. This limit is established to ensure CN always retains a comfortable liquidity buffer whilst also ensuring sufficient additional capacity to maintain a long-term maturity profile to enable improved yields and efficient capital management.

On 28 August 2018 a Revised Investment Policy was adopted by the Elected Council that will facilitate an improved ability to match investment duration with underlying long-term liabilities. Specific amendments to The Policy were increased maximum allocations limits to longer duration investments as well as permitting investment into T Corp Individually Managed Growth Funds.

As at 31 May 2019 CN's portfolio was conservatively positioned to focus on future short-term funding requirements as well as providing scope to assess and determine allocations to new long-term investments as and when opportunities arise.



Investment Policy compliance report

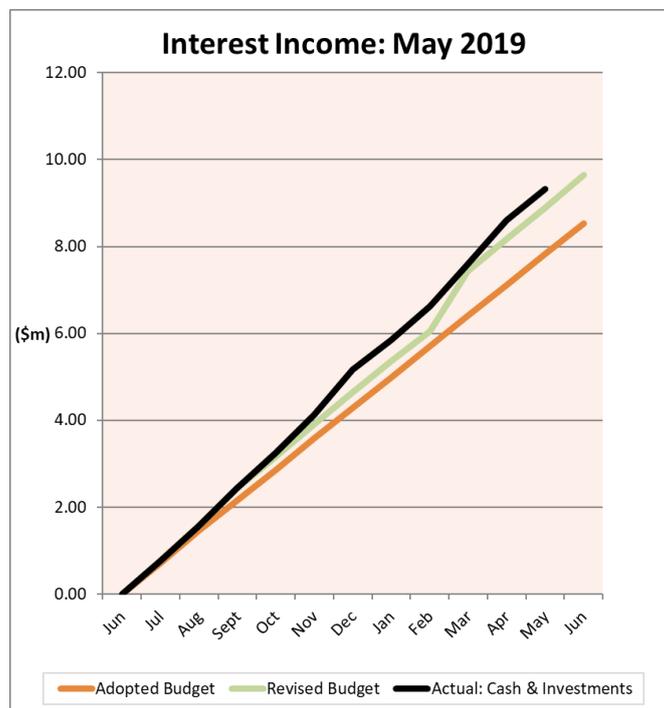
May 2019

Interest Income Variance analysis:

Commentary:

The revised budget for 2018/19 investment income is \$9.65million which includes an upward revision to the originally adopted budget. The upward revision is a result of combined impacts from higher than forecast short term interest rates and increased cash and investments holdings due to the year to date works program expenditure being behind budget, as well as the additional interest generated on the receipt of 282 King Street sale proceeds

Total interest income generated in the year to May '19 was \$9.3million, exceeding the revised budget of \$8.9million.



Investment Policy compliance report

April 2019

New and matured Investments:

Matured Investments:

Date matured	Institution	Asset Class	Principal value	Rate of Return	Original Term	Original date invested
24 Apr 2019	Commonwealth Bank of Australia	Floating Rate Note	\$2,000,000	90d bbsw + 0.88%	5 years	24 Apr 2014
23 Apr 2019	Suncorp Metway Limited	Floating Rate Note	\$3,000,000	90d bbsw + 1.03%	5 years	6 May 2014
23 Apr 2019	Suncorp Metway	Floating Rate Note	\$2,000,000	90d bbsw + 0.97%	4.75 years	4 Jul 2014
28 Apr 2019	Greater Building Society	Term Deposit: Fixed rate	\$3,000,000	3.20%	2 years	28 Apr 2017
5 Apr 2019	National Australia Bank	Term Deposit: Fixed rate	\$4,000,000	2.72%	127 days	29 Nov 2018
12 Apr 2019	National Australia Bank	Term Deposit: Fixed rate	\$4,000,000	2.72%	134 days	29 Nov 2018
18 Apr 2019	Bank of Queensland	Term Deposit: Fixed rate	\$5,000,000	2.70%	140 days	29 Nov 2018

New Investments:

Contract date	Settlement date	Institution	Asset Class	Principal value	Rate of Return	Term	Maturity date
5 Apr 2019	5 Apr 2019	Westpac	Term Deposit: Floating rate	\$4,000,000	90d bbsw + 0.90%	4 years	5 Apr 2023
12 Apr 2019	12 Apr 2019	National Australia Bank	Term Deposit: Fixed Rate	\$4,000,000	2.43%	91 days	12 Jul 2019
24 Apr 2019	24 Apr 2019	National Australia Bank	Term Deposit: Fixed Rate	\$5,000,000	2.44%	135 days	6 Sep 2019

I certify that the new investments detailed above have been made in accordance with the Local Government Act 1993, the Local Government (General) Regulation 2005, and Council's adopted Investment Policy.



Alissa Jones
Responsible Accounting Officer

Investment Policy compliance report

March 2019

New and matured Investments:

Matured Investments:

Date matured	Institution	Asset Class	Principal value	Rate of Return	Original Term	Original date invested
8 Mar 2019	NAB	Term Deposit: Fixed Rate	\$4,000,000	2.69%	147 days	12 Oct 2018
15 Mar 2019	NAB	Term Deposit: Fixed Rate	\$4,000,000	2.67%	133 days	2 Nov 2018
15 Mar 2019	NAB	Term Deposit: Fixed rate	\$3,000,000	2.68%	116 days	19 Nov 2018
22 Mar 2019	Newcastle Permanent	Floating Rate Note	\$5,000,000	90d bbsw + 1.60%	3 years	22 Mar 2016
26 Mar 2019	Bendigo Bank	Term Deposit: Fixed rate	\$4,000,000	2.68%	109 days	7 Dec 2018

New Investments:

Contract date	Settlement date	Institution	Asset Class	Principal value	Rate of Return	Term	Maturity date
19 Feb 2019	4 Mar 2019	CUA	Floating Rate Note	\$2,500,000	90d bbsw + 1.23%	3 years	4 Mar 2022
6 Mar 2019	8 Mar 2019	Bank of Nova Scotia	Floating Rate Note	\$4,000,000	90d bbsw + 0.97%	4.5 years	7 Sept 2023
8 Mar 2019	8 Mar 2019	Newcastle Permanent	Term Deposit: Fixed Rate	\$4,000,000	2.95%	3 years	8 Mar 2022
6 Mar 2019	11 Mar 2019	BoQ	Floating Rate Note	\$5,000,000	90d bbsw + 1.06%	4 years	3 Feb 2023
15 Mar 2019	22 Mar 2019	Rabobank	Floating Rate Note	\$3,000,000	90d bbsw + 0.79%	3.5 years	22 Sept 2022
22 Mar 2019	22 Mar 2019	BoQ	Term Deposit: Fixed Rate	\$5,000,000	2.70%	175 days	13 Sept 2019
26 Mar 2019	26 Mar 2019	ANZ	Term Deposit: Fixed Rate	\$4,000,000	90d bbsw + 1.00%	5 years	26 Mar 2024

I certify that the new investments detailed above have been made in accordance with the Local Government Act 1993, the Local Government (General) Regulation 2005, and Council's adopted Investment Policy.



Alissa Jones
Responsible Accounting Officer

MAJOR EVENTS & CORPORATE AFFAIRS



Novocastrians enjoyed a good laugh as the Civic Theatre played host to a busy month of sold out comedy shows including the first Newcastle Comedy Festival, along with well-known performers Danny Bhoj, Anh Do and Tom Gleeson. The Sydney Symphony Orchestra entertained a sold-out crowd at City Hall, while Goori Dooki, as part of the 2019 Season at The Playhouse had a great response.

Two exhibitions were launched at Newcastle Library. The Streets of our Town exhibition offers a fascinating look at late 19th and early 20th century subdivision plans of Hunter suburbs.

Ten Years of Newcastle Productions: The art of Trevor Dickinson exhibition includes drawings, murals and zines of Newcastle's iconic buildings, houses and places, some of which have now disappeared.

We opened this year's grants and sponsorship funding round to support events and initiatives. The Event Sponsorship Program (ESP) provides funding for Community Events, Major Community Events, Major Destination Events, Commercial Events and Business Events. More than 35 events were sponsored under last year's program, extending from local community based festivals through to international competitions such as the Port to Port Mountain Bike event.

MEDIA, COMMUNICATIONS & ENGAGEMENT



714

Media items relating to City of Newcastle

17

Media Releases

30

Media Inquiries



MEDIA HOT TOPICS

Boarding House fire safety

Business Improvement Associations

Cressington Way Playground

Hunter Street traders

Wallsend dog attacks

Acacia Avenue dog park

We provided marketing and communications to promote:

Acacia Avenue Dog Park: Newcastle's first off leash dog park came another step closer to completion with promotion of an information session before construction begins. Plumbing and fencing is underway.

Tree planting: City of Newcastle (CN) staff have been visiting different locations in Newcastle to plant trees with the community. Wallsend gained 30 new trees chosen by local residents and 12 trees went in at Broadmeadow.

Cressington Avenue Reserve playground opening:

The Lord Mayor and a group of fortunate school leaders from Wallsend South Primary were able to test out the new facilities in Wallsend's Cressington Avenue Reserve. The opening takes the total number of playgrounds replaced in the past four years to 14 across 11 different suburbs and more than \$5 million worth of fun new facilities for the community.

We updated our community on these infrastructure projects:

Albert Street roadworks: Works are underway in Albert Street as part of the Wickham Master Plan, that will increase pedestrian safety while improving traffic flow in the neighbourhood.

Chinchen Street Traffic signals: Enabling works are commencing in Chinchen Street, for traffic signals that are being installed in this black spot area.

Young Street Carrington: Nightworks have been underway to resurface asphalt in Young Street Carrington. The local centre will ready for a grand opening on 28 June.

Our community were involved and provided feedback on:

Visitor Information Centre survey: The survey aimed to understand what types of information and services visitors would prefer in a Visitor Information Centre. The survey was conducted on site at the museum shop and online on our Visit Newcastle Facebook page.

Museum satisfaction survey: This survey is conducted on site annually to measure visitor satisfaction with various aspects of the Museum.

Pin the City's Art: This mapping project encourages people to photograph their favourite public art and pin the locations to an interactive map.

Our Budget 2019/20: Dedicated engagement webpage for submissions to gain feedback on Our Budget 2019/20 on public exhibition.



PROMOTING OUR CITY

BUSINESS EVENTS AND DESTINATION MARKETING

The Destination Marketing Team continues to improve visitor information services in the city. This month the Official Pocket Guide has had a content and design renewal, and for the first time has been translated into Mandarin.

A photo of a koala at Blackbutt Reserve was shared by @VisitNSW to 409,000 followers, and a photo of an emu was shared by @abcnews_au to 273,000 followers.

The Business Events Team released the Marketing Prospectus for 2019/20 this month. The prospectus outlines the key marketing program and trade activities for the forthcoming financial year. Progress is also being made on developing new event bid templates and the much-needed business events website upgrade.

CN took a full-page advertorial in the key May/June issue of Australian Traveller publication with the 'Top 100 must visit locations' as its focus. With approx. 80,000 readers this was an ideal opportunity to promote Newcastle as the perfect coastal escape.

SUPPORTING EVENTS IN OUR CITY

(including weddings & private bookings)

41 NEW EVENT BOOKINGS & ENQUIRIES

28 EVENT AUTHORISATIONS

4 FILMING PERMITS ISSUED



VIBRANT AND ACTIVE PUBLIC SPACES

EVENT SPONSORSHIP

THE CITY SPONSORED THREE EVENTS THIS MONTH:

Port to Port MTB

Port to Port MTB is an international four day mountain bike stage race. Established in 2014, Port to Port continues to grow and improve each year, treating riders to unique trails designed to showcase the iconic local scenery.



Guardians of the Gold Bowl

Due to the cancellation of the Australian Bowl Riding (ABC) event, the Bar Beach Skateboard Club ran a club event at our world class skate facility at Empire Park. This event promotes healthy lifestyle choices with an inclusive approach to support all competitors spanning five divisions.



Comedy Festival

The biggest week of comedy in Newcastle history took place from May 23-26. The festival was a weekend long celebration of non-stop comedy with an amazing line-up of the Festival's funniest international stars, homegrown legends and next-big-things in comedy.

Africa Day

Africa Day is celebrated in various countries on the African continent, as well as around the world. It is an opportunity for Africans to showcase their culture, food, music, dances and vibrant colours.

SOCIAL MEDIA



26,300
PEOPLE REACHED
 (1,478 REACTIONS
 7,911 VIDEO VIEWS)

Step back in time with us. 'Streets of Our Town' is on now until 20 July 2019



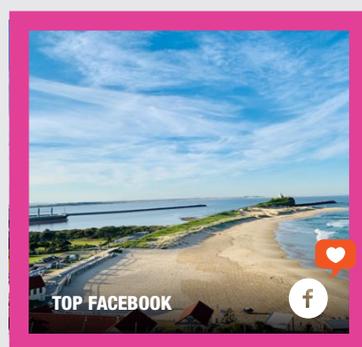
3,335
PEOPLE REACHED
 (106 ENGAGEMENTS)

We've begun replacing our fleet of petrol-powered cars with the purchase of two electric models. They're engineered for better performance, efficiency and sustainability #SmartCity



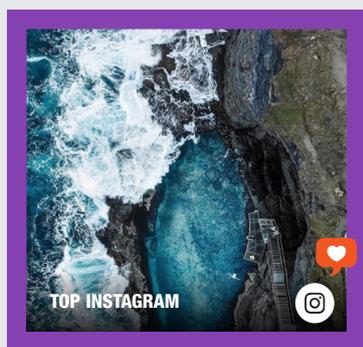
3,421
IMPRESSIONS
 (99 ENGAGEMENTS
 1,113 VIDEO VIEWS)

You're invited to review our 2019/20 Works Budget and tell us what you think - it's on public exhibition now and open for submissions until Friday 24 May 2019.



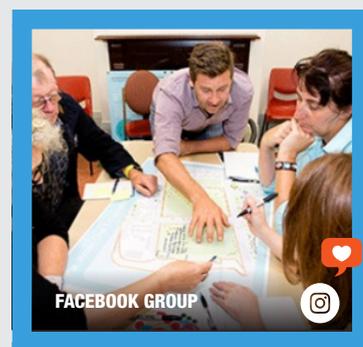
34,694
PEOPLE REACHED
 (5,214 REACTIONS)

How gorgeous is our city!?



8,888
PEOPLE REACHED
 (1,028 LIKES)

Novocastrians. We're an outdoor bunch. And with places like the Bogey Hole to explore, why wouldn't we be?
 Bogey Hole, @lucygeelan



NEWCASTLE HAVE YOUR SAY
279
MEMBERS
 (67 ENGAGEMENTS)

TOTAL COMBINED FOLLOWERS
120,582
3,950 NEW FOLLOWERS

Social Media News

We have launched a new Facebook Group - Newcastle Have Your Say. It is a public group, anyone can join, and anyone can comment. This is an additional engagement tool designed to encourage community participation and it's where we'll share content about our policies, plans and programs that are on public exhibition, community consultations, community activations, quarterly surveys and more.