

ORDINARY MEETING AGENDA

26 NOVEMBER 2024

NOTICE IS HEREBY GIVEN, IN ACCORDANCE WITH THE PROVISIONS OF THE LOCAL GOVERNMENT ACT 1993 THAT A **MEETING OF MAITLAND CITY COUNCIL** WILL BE HELD IN THE **COUNCIL CHAMBERS, TOWN HALL, HIGH STREET, MAITLAND**, COMMENCING AT **5.30PM**.

Jeff Smith
General Manager

Please note:

Councillors are reminded of their Oath or Affirmation of Office to undertake their duties in the best interests of the people of the City and Council and to faithfully and impartially carry out the functions, powers, authorities and discretions vested in them under the Local Government Act 1993, or any other Act to the best of their ability and judgement. Councillors are also reminded of their obligations under the Code of Conduct to disclose and appropriately manage conflicts of interest.

In accordance with the NSW Privacy and Personal Information Protection Act, you are advised that all discussion held during the Open Council meeting is recorded for the purpose of verifying the minutes. This will include any discussion involving a Councillor, Staff member or a member of the public.

Table of Contents

Item	Subject	Page No
PRESENT		1
1	INVOCATION.....	1
2	ACKNOWLEDGEMENT OF COUNTRY	1
3	APOLOGIES, LEAVE OF ABSENCE AND REMOTE ATTENDANCE.....	1
4	DECLARATIONS OF INTEREST.....	1
5	CONFIRMATION OF MINUTES OF PREVIOUS MEETING	1
6	BUSINESS ARISING FROM MINUTES	1
7	WITHDRAWAL OF ITEMS AND ACCEPTANCE OF LATE ITEMS OF BUSINESS	1
8	PUBLIC ACCESS.....	1
9	MAYORAL MINUTE.....	1
10	OFFICERS REPORTS.....	2
10.1	EXHIBITION OF AMENDMENTS TO THE THORNTON NORTH DEVELOPMENT CONTRIBUTIONS PLAN.....	2
10.2	PLANNING PROPOSAL – AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION	7
10.3	RESPONSE TO MAYORAL MINUTE ON TURTLE CONSERVATION	31
10.4	GRANT APPLICATION UNDER THE DISASTER READY FUND FOR FLOOD FREE ACCESS FROM GILLIESTON HEIGHTS TO CLIFTLEIGH.....	34

10.5	MAITLAND CITY COUNCIL ANNUAL REPORT 2023-24.....	39
11	POLICY AND FINANCE COMMITTEE	42
11.1	WASTE MANAGEMENT POLICY	42
11.2	ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON PUBLIC LAND POLICY.....	54
11.3	ASSET CAPITALISATION POLICY	64
11.4	COMMUNITY GARDENS POLICY REVIEW	76
11.5	CCTV POLICY.....	116
11.6	CEMETERY POLICY REVIEW	126
11.7	PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN	138
11.8	RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES	188
11.9	NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT	207
11.10	FIRST QUARTER BUDGET REVIEW 2024/25 – PERIOD ENDED 30 SEPTEMBER 2024.....	249
11.11	STATEMENT OF INVESTMENTS AS AT 31 OCTOBER 2024.....	265
12	NOTICES OF MOTION/RESCISSION.....	275
13	QUESTIONS WITH NOTICE	276
13.1	LOCHINVAR INFRASTRUCTURE.....	276
14	URGENT BUSINESS	278
15	COMMITTEE OF THE WHOLE.....	279
15.1	CONSIDERATION OF TENDERS – ROAD RESEAL PROGRAM (PAVEMENT REJUVENATION 2024-25)	279
15.2	CONSIDERATION OF TENDERS FOR THE MAX MCMAHON OVAL AMENITIES REDEVELOPMENT HEAD CONSTRUCTION CONTRACT	280
15.3	FOOD ORGANICS GARDEN ORGANICS CADDIES AND LINERS TENDER AWARD	281
16	COMMITTEE OF THE WHOLE RECOMMENDATIONS.....	282

17	CLOSURE.....	282
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Present

- 1 Invocation**
- 2 Acknowledgement of Country**
- 3 Apologies, Leave of Absence and Remote Attendance**
- 4 Declarations of Interest**
- 5 Confirmation of Minutes of Previous Meeting**
 - *The Minutes of the Ordinary Meeting held 12 November 2024 be confirmed.*
- 6 Business Arising from Minutes**
- 7 Withdrawal of Items and Acceptance of Late Items of Business**
- 8 Public Access**
- 9 Mayoral Minute**

10 Officers Reports

10.1 Exhibition of Amendments to the Thornton North Development Contributions Plan

FILE NO:	103/41/8
ATTACHMENTS:	1. Draft Thornton North Contributions Plan (Under Separate Cover)
RESPONSIBLE OFFICER:	Director City Planning Manager Strategic Planning Coordinator City Planning Principal Development Contributions Planner
AUTHOR:	Development Contributions Officer
MAITLAND +10	Outcome 4 To be healthy and active with access to local services and facilities
COUNCIL OBJECTIVE:	4.3.2 Provide play spaces across the city to accommodate all age and ability groups

EXECUTIVE SUMMARY

The Thornton North Development Contributions Plan is a long-term plan which funds a range of local infrastructure to cater for residential growth within the Thornton North Urban Release Area.

As community needs change throughout the life of a Contributions Plan it is imperative that they are amended to respond to shifting priorities and emerging development trends.

The purpose of this report is to present a revised draft of the Thornton North Development Contributions Plan seeking endorsement for an amendment to the Recreation & Open Space Work Schedule and to place the draft Plan on exhibition. As the exhibition will extend over the Christmas period, the duration has been increased from 28 days to 42 days.

OFFICER'S RECOMMENDATION

THAT

1. Council supports the proposed amendment to the Thornton North Development Contributions Plan and endorses its exhibition for a period of 42 days.
2. If no submissions are received opposing the amendments, Council delegate authority to the General Manager to finalise and adopt the amendments to the Thornton North Development Contributions Plan.
3. If submissions are received opposing the amendments, a further report be presented to Council for consideration.

EXHIBITION OF AMENDMENTS TO THE THORNTON NORTH DEVELOPMENT CONTRIBUTIONS PLAN (Cont.)

REPORT

The Thornton North Development Contributions Plan (TNCP) was originally adopted by Council in February 2008. It is a long-term plan prepared to fund the delivery of infrastructure supporting development in the Thornton North Urban Release Area (URA). The plan is based on the creation of 5,000 residential lots over a 16-20 year timeframe.

The TNCP currently provides for a range of local infrastructure including recreation, community and transport facilities. Within the Recreation and Open Space category there are 13 local playgrounds identified for delivery in various locations across the URA. Four of these playgrounds have been delivered to date.

A key principle in Contributions Planning is acknowledging and responding to changing community needs throughout the life of a plan to ensure the timely provision of facilities and services.

Proposed Amendment

The Recreation and Open Space Work Schedule contains line items for two local playgrounds located in the central catchment of the URA north of Raymond Terrace Road as detailed in Table 1 below.

Item	Facility	Amount
TN 7	Local Playground	\$490,367
TN 8	Local Playground	\$446,916

Table 1 – TNCP Items

Figure 1 below shows the current location of TN7 and TN8.

EXHIBITION OF AMENDMENTS TO THE THORNTON NORTH DEVELOPMENT CONTRIBUTIONS PLAN (Cont.)

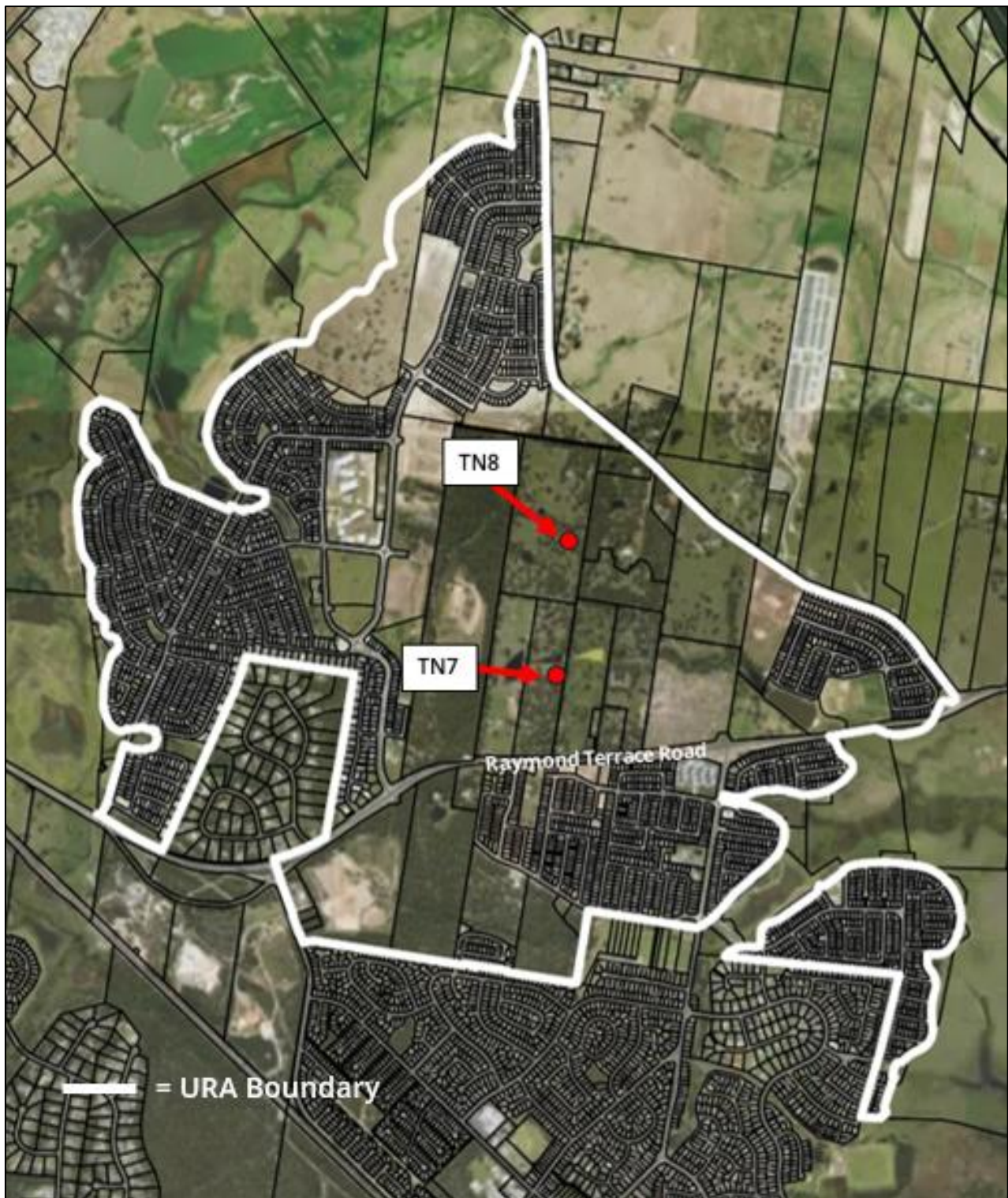


Figure 1 – TNCP Location of TN7 & TN8 Local Playgrounds

It is proposed to amalgamate the two playgrounds into one larger facility, as shown in Figure 2 below. The provision of a larger facility in this location will provide for enhanced recreation opportunities to complement existing and future playgrounds proposed for the URA. The amalgamation will also reduce Council's asset liabilities and result in asset management efficiencies.

EXHIBITION OF AMENDMENTS TO THE THORNTON NORTH DEVELOPMENT CONTRIBUTIONS PLAN (Cont.)

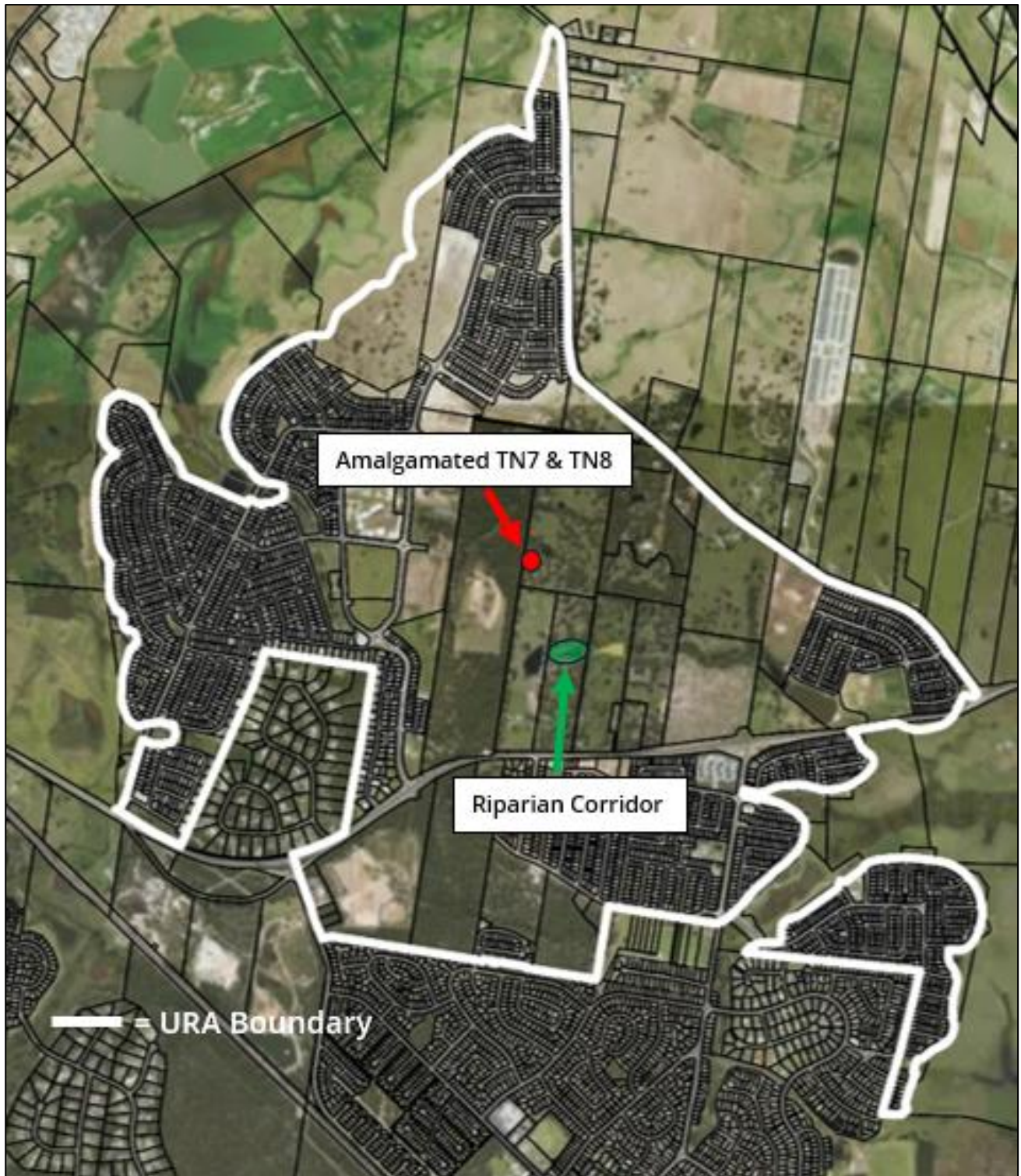


Figure 2 – Approximate Location of Amalgamated Neighborhood Park & Riparian Zone

There may be opportunities to include recreation items in the riparian corridor to address demand in the south. This proposal will be considered in the Community Infrastructure Strategy currently being prepared by Council to address broader recreation needs in the Local Government Area.

EXHIBITION OF AMENDMENTS TO THE THORNTON NORTH DEVELOPMENT CONTRIBUTIONS PLAN (Cont.)

In 2011, a contributions cap was introduced by the then State Government preventing Council from levying contributions above \$30,000 per new residential lot. This has prevented Council from reviewing work schedules and adjusting costs or applying indexation in accordance with CPI. As a result, it is not intended to include any increased costs for the provision of the playground. The costs included in the TNCP for TN7 and TN8 will instead be combined to fund the delivery of the larger facility.

The draft TNCP is provided in **Attachment 1** to this report. The proposed changes to the Plan are highlighted as follows:

- Page 3 – Amendment to Revision Table
- Page 31 – Explanation of proposed amendments
- Page 46 – Amended map to show new location of TN7
- Page 48 – Amendment to Land Acquisition Table
- Page 52 – Amendment to Recreation and Open Space Work Schedule

Council Officers are also taking this opportunity to update the language used in the TNCP and references to the *Environmental Planning and Assessment Act 1979* and the *Environmental Planning and Assessment Regulation 2021*. These changes will have no material impact on the intent or operation of the TNCP.

CONCLUSION

Overall, the proposed amalgamation of TN7 and TN8 provides for a more usable space in a central location and a reduction in Council's overall asset liability. The opportunity to provide passive recreation components within the riparian corridor to the south will be considered in the Community Infrastructure Strategy which is currently being prepared by Council.

Exhibition of the proposed amendments to the TNCP will provide the community with the opportunity to comment on the proposal.

FINANCIAL IMPLICATIONS

There are no financial implications with this matter. The proposed amendment will not result in any changes to the contributions rates applicable to development within the Thornton North URA.

POLICY IMPLICATIONS

This report recommends the exhibition of an amendment to a Council Policy with the intention of providing public infrastructure to better cater for the incoming population of the URA.

STATUTORY IMPLICATIONS

The amendments to the TNCP have been prepared in accordance with the requirements of the *Environmental Planning and Assessment Act 1979*, *Environmental Planning and Assessment Regulation 2021* and the Department of Planning's current Development Contributions Practice Notes.

10.2 Planning Proposal – Amendment to the Maitland Lep 2011 (Implementation of Maitland Local Housing and Rural Land Strategies 2041) – Finalisation

FILE NO:	RZ23002
ATTACHMENTS:	<ol style="list-style-type: none">1. Gateway Determination2. Gateway Alteration3. Submission Assessment4. Planning Proposal (August 2024) (Under Separate Cover)5. Submissions (Under Separate Cover)
RESPONSIBLE OFFICER:	Director City Planning Manager Strategic Planning
AUTHOR:	Strategic Planning Policy Lead
MAITLAND +10	Outcome 7 To afford the house we want in the neighbourhood we like
COUNCIL OBJECTIVE:	7.2.3 Review the city's Development Control Plan and Local Environmental Plan

EXECUTIVE SUMMARY

On 27 June 2023, Council adopted the Maitland Rural Land Strategy 2041 (RLS) and Maitland Local Housing Strategy 2041 (LHS). Both strategies include specific actions identifying the need for amendments to the Maitland Local Environmental Plan 2011 (MLEP 2011).

At its meeting of 28 November 2023, Council resolved to submit a Planning Proposal addressing the first round of LHS and RLS actions to the Department of Planning, Housing and Infrastructure (DPHI) requesting a Gateway Determination. The Gateway Determination was issued by the DPHI on 9 May 2024 and has authorised Council to exercise the functions of the local plan-making authority under section 3.36(2) of the Environmental Planning and Assessment Act 1979 (EP&A Act).

The Planning Proposal was exhibited from 5 June 2024 to 18 July 2024. A total of 53 submissions were received during the exhibition period.

The purpose of this report is to inform Council of the outcomes of public exhibition and public authorities and government agencies consultation of the Planning Proposal, seek Council's endorsement of the revised Planning Proposal, and for Council to exercise plan making authority to make the plan under Section 3.36 (2) of the EP&A Act.

OFFICER'S RECOMMENDATION**THAT**

- 1. Council endorse the revised Planning Proposal (August 2024) in Attachment 4, and**
- 2. Council exercise local plan making functions to make the Plan under 3.36 of the Environmental Planning & Assessment Act 1979.**

REPORT

On 27 June 2023, Council adopted the Maitland Local Housing Strategy 2041 (LHS) and Maitland Rural Land Strategy 2041 (RLS). Both strategies include specific actions identifying the need to amend the *Maitland Local Environmental Plan 2011 (MLEP 2011)* to facilitate the principles of the strategies. This Planning Proposal includes the first round of RLS and LHS implementation actions and below is a summary of the individual items being proposed:

- Item 1. Introduce new LEP clauses for 'Farm stay accommodation' and 'Farm gate premises'.
- Item 2. Introduce 'Artisan food and drink industry' as a land use 'Permitted with consent' within RU2 Rural Landscape zone.
- Item 3. Increase the number of bedrooms allowed for 'bed & breakfast accommodation'.
- Item 4. Remove MLEP Clause 7.5 Significant extractive and 'Mineral Resource Area Map'.
- Item 5. Remove 'Caravan parks' from 'Permitted with consent' within RU2 Rural Landscape zone.
- Item 6. Introduce the W2 Recreational Waterways zone over the land containing Hunter and Paterson Rivers.
- Item 7. Amend the Clause 4.1A Exceptions to minimum lot sizes in Zone R1 General Residential to provide better clarity on permissibility and requirements for development proposals.
- Item 8. Introduce 'Secondary dwellings' as a use 'Permitted with consent' within R5 Large Lot Residential zone.
- Item 9. Introduce a new LEP clause for 'Essential services' to MLEP 2011.

At its meeting of 28 November 2023, Council resolved to:

1. Submit the Planning Proposal to the DPHI requesting a Gateway Determination.
2. Request the Minister for Planning to delegate plan making functions to Council under Section 3.36 of the EP&A Act 1979.
3. Following issue of a Gateway Determination, Council undertake consultation with the community and relevant government agencies.
4. A further report be presented to Council following the public exhibition period, including compliance with the conditions of the Gateway Determination.

Gateway Determination

On 9 May 2024, Council received a Gateway Determination for the proposed amendment to the Maitland LEP 2011 from the DPHI. The DPHI has determined that the proposed amendment to the Maitland LEP 2011 should proceed subject to the following conditions:

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

1. Public exhibition is required for a minimum of 30 working days and must commence within 3 months of the Gateway Determination.
2. Consultation is required with public authorities and government agencies.
3. A public hearing is not required.
4. Council is authorised to exercise the functions of local plan making under Section 3.36 (2) of the EP&A Act 1979.

A copy of the Gateway Determination is included as **Attachment 1**.

Gateway Alteration

The original Planning Proposal did not include a new savings provision and relied on existing clause 1.8A of the MLEP 2011 to protect existing undetermined development applications. More detailed review of this clause following issue of the Gateway Determination identified that the provisions of Clause 1.8A of the MLEP 2011 would not perform the intended savings provision function. Consequently, Council staff discussed this matter with the DPHI and requested an amendment to the Gateway Determination to include an appropriate savings provision.

In addition, the Gateway Determination (Condition 2) requires Council to consult public authorities and government agencies prior to public exhibition. Condition 1 (c) requires Council to commence public exhibition within three months of the Gateway Determination. To streamline the timeframe, a secondary amendment to the above condition was also requested by Council from the DPHI to facilitate the commencement of community and agency consultation concurrently.

On 3 July 2024, an alteration to the Gateway Determination was received from the DPHI (**Attachment 2**) and the Planning Proposal was updated to include a savings provision prior to public exhibition and agency consultation.

Public Exhibition

The Planning Proposal was exhibited from 05 June 2024 to 18 July 2024. Public notices were placed in the local newspaper (i.e. Maitland Mercury on 7 June 2024) and on Council's website. The Planning Proposal and supporting documents were available for inspection at Council's Administration Centre and all libraries. Public authorities and government agencies were directly notified.

A total of 53 submissions were received during the exhibition period. Of these,

- 36 submissions were from residents
- 12 submissions were from public authorities and government agencies
- 5 submissions were from consultant representing developer or industry

Redacted submissions have been provided as an attachment to this report as **Attachment 5**. The key issues and concerns raised in submission are summarised and addressed in **Attachment 3**.

In summary, the majority of submissions indicated their in-principal support for all amendments in the Planning Proposal. Item 5 of the Planning Proposal, which proposes removing 'caravan parks' from the 'permitted with consent' within the RU2 Rural Landscape zone, has received positive feedback and support from residents, government agencies and public authorities. However, two submissions from the development industry raised concerns about this item.

DISCUSSION

In accordance with the strategic directions outlined in the recently adopted LHS and RLS, this Planning Proposal aims to prevent the development of new Manufactured Home Estates (MHEs) on rural zoned land through this item.

MHEs can only be developed under the provisions of State Environmental Planning Policy (Housing) 2021 (The Housing SEPP), which permits the development of MHEs on land where 'caravan parks' are permitted. Under MLEP 2011 'caravan parks' are permitted in the RU2 Rural Landscape zone.

The Housing SEPP 2021 establishes a hierarchy for criteria where MHE's are permitted. Maitland LGA has a significant amount of land that fits these criteria where MHEs could be developed. As an example, there is approximately 200km where urban zoned land borders rural or environmental zones within the LGA. Broader scale permissibility creates scattered residential communities in isolated areas, where no previous consideration has been given to the creation of such density developments at urban fringe.

MHEs are not defined under the Standard Instrument LEP; instead, it is defined under the Local Government Act 1993. They are not mandated as a permissible use within any of the zones under the Standard Instrument LEP and it is left to the discretion of local councils to decide where they may be permitted.

The permissibility offered by the Housing SEPP supersedes the MLEP provisions relating to land use permissibility requirements. Hence, it eliminates the enforceability of MLEP Clause 2.3 "Zone objectives and Land Use Table" against a proposal for a MHE at the development application stage.

The objectives of the RU2 Rural Landscape zone are:

- *To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.*
- *To maintain the rural landscape character of the land.*
- *To provide for a range of compatible land uses, including extensive agriculture.*
- *To provide for a range of non-agricultural uses where infrastructure is adequate to support the uses and conflict between different land uses is minimised.*

Development of MHEs in RU2 zoned land is fundamentally contradictory to the objectives of the RU2 zone. As a form of medium density housing, MHEs are an inappropriate form of housing on rural zoned land, causing fragmentation of rural land, land use conflicts with agricultural activities on adjoining lands, and interrupting the scenic landscape and character of rural land. In addition, provisions such as infrastructure, accessibility, services and facilities are not made on land zoned RU2 to support an urban use.

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

In this context, retaining ‘caravan parks’ as a permitted use within the RU2 zone does not serve a purpose for Maitland LGA. Further, the Housing SEPP offers an unintended development pathway for an inappropriate form of housing (i.e. MHEs) on RU2 zoned land and eliminates the enforceability of MLEP and the consent authority’s ability to regulate proposals for MHEs.

Council has observed a significant increase in development proposals for MHEs on RU2 zoned land, which rely on the SEPP permissibility to justify non-compliance with MLEP Clause 2.3. In this context, Council’s Rural Land Strategy 2041 (Action 3.3) recommends prohibiting the development of MHEs on rural land by excluding ‘caravan parks’ in the RU2 zone. This reflects the community’s expectations on future development on rural land. It is considered that the proposed LEP amendment is the only avenue available to achieve the intended outcomes.

Regardless, Council acknowledges that MHEs are a contemporary form of medium density housing. Having regard to the density as well as typical demographics of the residents in MHEs, they should be located and planned in areas of higher amenities with greater accessibility to public transport, community facilities, open space, commercial and retail services etc. Anecdotal evidence suggests that the right location is a crucial factor for MHEs. It influences how easily residents can travel within and outside the area, and it creates a balanced, functional and socially connected environment where residents have easy access to amenities and services strategically enhancing their quality of life.

Developers may still propose to identify an appropriate site through a planning proposal to permit the development on that site, having consideration to the above matters. A Residential Density Guideline is currently being prepared which will, among other things, identify appropriate locational criteria for future MHEs.

The Planning Proposal (Attachment 4) has been updated to provide additional information and clarification, incorporate community and government agencies consultation outcomes and an updated project timeline.

CONCLUSION

This is a Council-led planning proposal to implement various amendments to *MLEP 2011*, identified within the recently adopted LHS and RLS. The proposed amendments apply to the whole of the LGA under the *MLEP 2011* and are not specific to one or several sites. It is considered that this Planning Proposal is consistent with the Council’s strategic planning framework.

It is recommended that the Planning Proposal (dated August 2024) be endorsed by Council to commence legal drafting of the instrument and the making of LEP to give effect to the Planning Proposal under the Section 3.36 (2) of the EP&A Act.

FINANCIAL IMPLICATIONS

This matter has no direct financial impact upon Council’s adopted budget or forward estimates.

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

POLICY IMPLICATIONS

The proposed amendments to the Maitland LEP 2011 have been identified in Council's adopted RLS and LHS.

STATUTORY IMPLICATIONS

There are no statutory implications under the Local Government Act 1993 with this matter.

Officers Reports

PLANNING PROPOSAL – AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION

Gateway Determination

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 2



Department of Planning, Housing and Infrastructure

Gateway Determination

Planning proposal (Department Ref: PP-2023-2724): Implementation of Maitland Local Housing and Rural Land Strategies 2041

I, the Director of Hunter and Northern at the Department of Planning, Housing and Infrastructure, as delegate of the Minister for Planning and Public Spaces, have determined under section 3.34(2) of the *Environmental Planning and Assessment Act 1979* (the Act) that an amendment to the *Maitland Local Environmental Plan 2011* to amend provisions and maps in accordance with specific actions outlined in the Maitland Local Housing Strategy and the Maitland Rural Land Strategy should proceed subject to the following conditions:

1. Public exhibition is required under section 3.34(2)(c) and clause 4 of Schedule 1 to the Act as follows:
 - (a) the planning proposal is categorised as complex as described in the *Local Environmental Plan Making Guidelines* (Department of Planning and Environment, 2021) and must be made publicly available for a minimum of 30 days; and
 - (b) the planning proposal authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in *Local Environmental Plan Making Guidelines* (Department of Planning and Environment, 2021).
 - (c) public exhibition must commence within three months of the Gateway determination.
2. Consultation is required prior to public exhibition with the following public authorities and government agencies under section 3.34(2)(d) of the Act and/or to comply with the requirements of applicable directions of the Minister under section 9 of the EP&A Act:
 - Rural Fire Service
 - Department of Primary Industries
 - DPE Office of Water
 - MEG
 - Biodiversity Conservation Division – Flooding
 - LALC
 - Transport for NSW
 - Port Stephens Council
 - Singleton Council
 - Cessnock City Council
 - Newcastle City Council
 - Dungog Shire Council.

Each public authority is to be provided with a copy of the planning proposal and any relevant supporting material via the NSW Planning Portal and given at least 30 days to comment on the proposal.

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

3. A public hearing is not required to be held into the matter by any person or body under section 3.34(2)(e) of the EP&A Act. This does not discharge Council from any obligation it may otherwise have to conduct a public hearing (for example, in response to a submission or if reclassifying land).
4. The Council as planning proposal authority is authorised to exercise the functions of the local plan-making authority under section 3.36(2) of the EP&A Act subject to the following:
 - (a) the planning proposal authority has satisfied all the conditions of the gateway determination;
 - (b) the planning proposal is consistent with applicable directions of the Minister under section 9.1 of the EP&A Act or the Secretary has agreed that any inconsistencies are justified; and
 - (c) there are no outstanding written objections from public authorities.
5. The LEP should be completed within 12 months of the date of the Gateway determination.

Dated 09 May 2024



Jeremy Gray
Director, Hunter and Northern
Department of Planning, Housing and
Infrastructure
Delegate of the Minister for Planning and
Public Spaces

PP-2023-2724 (IRF No)

Officers Reports

PLANNING PROPOSAL – AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION

Gateway Alteration

Meeting Date: 26 November 2024

Attachment No: 2

Number of Pages: 1



Department of Planning, Housing and Infrastructure

Alteration of Gateway Determination

Planning proposal (Department Ref: PP-2023-2724)

I, Manager, Hunter and Northern Region at the Department of Planning, Housing and Infrastructure, as delegate of the Minister for Planning and Public Spaces, have determined under section 3.34(7) of the *Environmental Planning and Assessment Act 1979* to alter the Gateway determination dated 9 May 2024 for the proposed amendment to the Maitland Local Environmental Plan 2011 as follows:

1. Delete condition 2 and replace with a new condition 2:
- "2. Consultation is required with the following public authorities and government agencies under section 3.34(2)(d) of the Act and/or to comply with the requirements of applicable directions of the Minister under section 9 of the EP&A Act:

- Rural Fire Service
- Department of Primary Industries
- DPE Office of Water
- MEG
- Biodiversity Conservation Division – Flooding
- LALC
- Transport for NSW
- Port Stephens Council
- Singleton Council
- Cessnock City Council
- Newcastle City Council
- Dungog Shire Council.

Each public authority is to be provided with a copy of the planning proposal and any relevant supporting material via the NSW Planning Portal and given at least 30 days to comment on the proposal."

2. Insert new condition 6:
- "6. Prior to agency and community consultation, the planning proposal is to be updated to include a savings provision to ensure that any development application for a caravan park not determined before the commencement of the LEP would be determined as if the plan had yet to commence."

Dated 3 day of June 2024.



Craig Diss
 Manager, Hunter and Northern Region
 Local Planning & Council Support
 Department of Planning, Housing and
 Infrastructure

Delegate of the Minister for Planning and
 Public Spaces

Officers Reports

PLANNING PROPOSAL – AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION

Submission Assessment

Meeting Date: 26 November 2024

Attachment No: 3

Number of Pages: 12

SUBMISSION ASSESSMENT

Planning Proposal - Implementation of Maitland Local Housing Strategy (LHS) 2041 and Rural Land Strategy (RLS) 2041

Submission	
Residents/Community	36 (1 to 36)
Public Authorities and Government Agencies	12 (37 to 48)
Developers and Industry	5 (49 to 53)
Total	53

Abbreviations	
DA	Development Application
DCCEEW	NSW Department of Climate Change, Energy, the Environment and Water
DCP	Development Control Plan
DPHI	NSW Department of Planning, Housing and Infrastructure
DPI	NSW Department of Primary Industries
LALC	Local Aboriginal Land Council
LEP	Local Environmental Plan
LGA	Local Government Area
LHS	Local Housing Strategy
MEG	NSW Mining, Exploration and Geoscience
MHEs	Manufactured Home Estates
RFS	NSW Rural Fire Service
RLS	Rural Land Strategy
SEPP	State Environmental Planning Policy
TfNSW	Transport for NSW

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

Submission Assessment – Planning Proposal: Implementation of Maitland LHS and RLS Strategy 2041 and Draft Rural Land Strategy 2041**Residents/Community**

SUBMISSION	SUMMARY OF SUBMISSION	RESPONSE
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	<ul style="list-style-type: none"> ▪ Supports the proposed amendments to the Maitland LEP 2011 and urges the planning authority to proceed with these amendments. ▪ Endorses the amendments to remove 'caravan parks' from RU2 Rural Landscape zone. ▪ Welcomes the proposal to allow secondary dwellings with the consent in R5 Large Lot Residential zone. 	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

Submission Assessment – Planning Proposal: Implementation of Maitland LHS and RLS Strategy 2041 and Draft Rural Land Strategy 2041

SUBMISSION	SUMMARY OF SUBMISSION	RESPONSE
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
██████████	▪ Indicates full support for the proposed LEP amendments. ▪ Supports the amendment to remove 'caravan parks' from R2 Rural Landscape zone. ▪ Welcomes the proposal to introduce 'secondary dwellings' as a 'permitted with consent' in R5 Large Lot Residential	Support noted.
██████████	▪ Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

Submission Assessment – Planning Proposal: Implementation of Maitland LHS and RLS Strategy 2041 and Draft Rural Land Strategy 2041

SUBMISSION	SUMMARY OF SUBMISSION	RESPONSE
[REDACTED]	<ul style="list-style-type: none">Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	<ul style="list-style-type: none">Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.
[REDACTED]	<ul style="list-style-type: none">Supports all items included in the planning proposal.Note that the proposed amendments are important steps towards maintaining the character and integrity of our local community and environment and urges the planning authority to proceed with the proposed amendments.	Support noted.
[REDACTED]	<ul style="list-style-type: none">Supports all items included in the planning proposal, in particular, removing 'caravan parks' from RU2 zone.	Support noted.

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

Submission Assessment – Planning Proposal: Implementation of Maitland LHS and RLS Strategy 2041 and Draft Rural Land Strategy 2041

Government Agencies and Public Authorities

SUBMISSION	SUMMARY OF SUBMISSION	RESPONSE
36. NSW Department of Regional NSW – Mining, Exploration and Geoscience (MEG)	<ul style="list-style-type: none"> MEG does not object to this planning proposal to remove the 'Mineral Resource Area Map' and related Maitland LEP Clause 7.5 Significant extractive resources. 	Noted.
	<ul style="list-style-type: none"> Future proposals that involve or interface with mineral resources should continue to be considered in accordance with relevant environmental planning instrument such as SEPP (Resources and Energy) 2021, including referral to MEG. 	Council will continue to work with the MEG as a part of rezoning or any future proposals involve with mineral resources.
37. Transport for NSW (TfNSW) LHS	<ul style="list-style-type: none"> TfNSW is generally supportive of the proposed amendments. 	Noted.
38. NSW Department of Primary Industries (DPI)- Agriculture	<ul style="list-style-type: none"> DPI Agriculture has no objection to the planning proposal. 	Noted.
	<ul style="list-style-type: none"> DPI encourages Council to utilise the agritourism DCP model clauses and develop DCP provisions for the 'Artisan food and drink industry' to ensure agricultural activities are not constrained and land use conflict risk is assessed. 	Council is currently undertaking a comprehensive review of Maitland DCP 2011. As a part of this review, the agritourism DCP model clauses will be reviewed and incorporated into the Maitland DCP in consultation with the DPI Agriculture.
	<ul style="list-style-type: none"> DPI considers the removal of 'caravan parks' from the RU2 zone, will help protect valuable agricultural land and rural surroundings by minimising potential for non-strategic development, fragmentation of rural land, land use conflicts and providing clarity on rural activities. 	Noted.
	<ul style="list-style-type: none"> DPI supports the rezoning of the Hunter and Paterson Rivers to W2 Recreational waterways to provide appropriate zone objectives for the management of the waterways. 	Noted.
39. NSW Rural Fire Service (RFS)	<ul style="list-style-type: none"> RFS notes that the proposed amendments to the <i>Maitland LEP 2011</i> are not site-specific and are applied across the entire LGA. 	Noted.

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

Submission Assessment – Planning Proposal: Implementation of Maitland LHS and RLS Strategy 2041 and Draft Rural Land Strategy 2041

SUBMISSION	SUMMARY OF SUBMISSION	RESPONSE
	<ul style="list-style-type: none"> RFS advises that the Council consider the guidelines in Chapter 4 of <i>Planning for Bush Fire Protection (PBP) 2019</i>, as it provides guidance on the factors to be considered to address bush fire risk in relation to planning instruments. 	Council will consider the RFS's Planning for Bush Fire Protection (PBP) 2019 Guideline to address bush fire risk in relation this planning proposal to protect life, property and the environment from bush fire, by discouraging the establishment of incompatible land uses in bush fire prone areas and to encourage sound management of bush fire prone areas.
	<ul style="list-style-type: none"> Any increase in residential density across the Maitland LGA must identify and avoid areas with high biodiversity values and areas subject to high bush fire risk. 	Council will continue to consult with the RFS as a part of any future site-specific planning proposals involve with bush fire prone land.
40. NSW Department of Climate Change, Energy, the Environment and Water (DCCEEW) – Biodiversity Conservation and Science (BCS)	<ul style="list-style-type: none"> BCS recommends that the planning proposal is amended to ensure the protection and conservation of environmentally sensitive areas through the establishment of a C2 Environmental Conservation Zone. 	<p>Council acknowledges the importance of mapping and introducing an appropriate land zone for high environmental values areas including waterways and riparian areas.</p> <p>In October 2023, Council adopted its Environmental Sustainability Strategy (ESS) which recognizes the Hunter and Paterson Rivers as 'regional corridors' and sets out a framework to improve health and wellbeing of these waterways and riparian areas. In addition, Council's Rural Land Strategy 2041 (Action 5.6) recommends is to review high value environmental land within the Maitland LGA in conjunction with the ESS to determine appropriate zoning.</p> <p>The current Maitland LEP 2011 contains a 'Watercourse' map and accompanying Clause 7.4 'Riparian land and watercourses'. This clause specifies considerations for development applications within 40m of the top of the banks of the mapped watercourses including Hunter and Paterson Rivers.</p> <p>The Hunter Estuary Coastal Management Program (CMP) is currently underway along with Maitland, Newcastle, Port Stephens, Dungog Councils. This project will provide better data and analysis to inform future decision around the</p>

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

Submission Assessment – Planning Proposal: Implementation of Maitland LHS and RLS Strategy 2041 and Draft Rural Land Strategy 2041

SUBMISSION	SUMMARY OF SUBMISSION	RESPONSE
		appropriate land zones for riparian areas. Further, it provides a strategic opportunity for local councils to work together for implementing a consistent approach to waterways and riparian areas across LGAs. In this context, Council will work collaboratively with the DCCEEW to prepare a separate planning proposal to introduce C2 zone for riparian areas as a part of our environmental zones review. This approach will allow us to finalise the current planning proposal in a timely manner, without re-exhibition.
41. DCCEEW – Water (Licensing and Approvals)	<ul style="list-style-type: none"> Notes that the proposed zoning of W2 Recreational Waterway is better aligned to seek desirable outcomes than the current predominantly RU1 Primary Production or RU2 Rural Landscape zonings given its objective to protect ecological values of the waterways. 	Noted.
	<ul style="list-style-type: none"> DCCEEW prefers for waterfront land and riparian zones to be zoned C2 Environmental Conservation. 	Please see above response to submission 41.
42. Mindaribba Local Aboriginal Land Council (MLALC)	<ul style="list-style-type: none"> No objections to Items 1, 2, 3, 4, 7, 8 and 9. 	Noted.
	<ul style="list-style-type: none"> Supports for the removal of ‘caravan parks’ in the RU2 zone as it creates medium density development by stealth on land that often form an important part of the cultural landscape, where such development is inappropriate. 	Support noted.
	<ul style="list-style-type: none"> Considers that the introduction of W2 Recreational Waterways zone is a positive step and presents an opportunity for Council to engage in meaningful consultation with Mindaribba LALC. 	Noted.
	<ul style="list-style-type: none"> Water corridors and the lands adjacent to them are of high cultural and environmental value within the cultural landscape of the Maitland, where further Aboriginal cultural and heritage exploration will be required. 	Council is currently undertaking an LGA wide Aboriginal and Rural Heritage Study which includes river and surrounding landform typologies. Council will continue to work with the

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

Submission Assessment – Planning Proposal: Implementation of Maitland LHS and RLS Strategy 2041 and Draft Rural Land Strategy 2041

SUBMISSION	SUMMARY OF SUBMISSION	RESPONSE
		MLALC for identification, protection, conservation and celebration of Maitland's cultural landscape and heritage.
43. Newcastle City Council (NCC)	<ul style="list-style-type: none"> NCC supports the proposed W2 waterways zone as it is consistent with NCC approach to land use and coordinated waterways management. 	Support noted.
	<ul style="list-style-type: none"> NCC supports the proposal to improve the clarity of Clause 4.1A relating to permissibility and development standards. 	Support noted.
44. Port Stephens Council (PSC)	<ul style="list-style-type: none"> PSC has no objection to the planning proposal and note that the proposed W2 Recreational Waterway zone will create consistency between LGAs. 	Support noted.
45. Cessnock City Council (CCC)	<ul style="list-style-type: none"> CCC has no objections regarding the planning proposal. 	Support noted.
	<ul style="list-style-type: none"> Notes that CCC has recently prohibited 'caravan parks' within the RU2 Rural Landscape zone as part of the rural lands review of Cessnock LEP 2011. 	Noted.
	<ul style="list-style-type: none"> Notes that the proposed W2 Recreational Waterways zone would result a small split zone and CCC may consider adopting a similar approach to waterways within Cessnock LGA which would resolve this issue. 	Council will work with CCC to ensure a consistent approach to waterways.
46. Singlton Council	<ul style="list-style-type: none"> Indicates their in-principal support for the proposed amendments. 	Support noted.
	<ul style="list-style-type: none"> Seeks a minor clarification relates to permissibility of development under the Maitland LEP for Item 1. 	The Maitland LEP identifies 'Agritourism' is a type of Agriculture. RU2 zone in MLEP includes "Agriculture" under 'permitted with consent' section, whereas "Agritourism" is not included in the 'prohibited' section for this zone. On this basis, all land uses that falls under the parent land use term of "Agriculture", except for those specifically identified under the 'prohibited' section for this zone, is "permitted with consent" –

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

Submission Assessment – Planning Proposal: Implementation of Maitland LHS and RLS Strategy 2041 and Draft Rural Land Strategy 2041

SUBMISSION	SUMMARY OF SUBMISSION	RESPONSE
		<p>meaning “Agritourism” is an innominate permitted use (with consent) in RU2 zone.</p> <p><i>agriculture means any of the following—</i></p> <p><i>(aaa) agritourism,</i></p> <p><i>(a) aquaculture,</i></p> <p><i>(b) extensive agriculture,</i></p> <p><i>(c) intensive livestock agriculture,</i></p> <p><i>(d) intensive plant agriculture.</i></p>
	<ul style="list-style-type: none"> Seeks a minor clarification relates to permissibility of development under the Maitland LEP for Item 8. 	<p>In MLEP, under the R5 Large Lot Residential zone, ‘Residential Accommodation’ is listed under the ‘Prohibited’ section, making all forms of residential uses, including secondary dwellings, prohibited under this zone.</p> <p>Dual occupancies and Dwelling houses are the only forms of residential accommodation that are listed under ‘permitted with consent’ section for this zone (and is a nominate permitted use), which is an exception to the above umbrella prohibition.</p> <p>R5 is an ‘open zone’, however, ‘Residential Accommodation’ being listed under the prohibited section eliminates permissibility for all residential accommodation uses (except for those identified in the permitted with or without consent sections).</p>
47. Dungog Shire Council	<ul style="list-style-type: none"> DSC indicates their support for this planning proposal and has no concerns with any aspect of the proposal. 	Support noted.

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

Submission Assessment – Planning Proposal: Implementation of Maitland LHS and RLS Strategy 2041 and Draft Rural Land Strategy 2041

Developers and Industry

SUBMISSION	SUMMARY OF SUBMISSION	RESPONSE
48. ADW Johnson Pty Limited (ADW)	<ul style="list-style-type: none"> ADW acknowledges that the proposed changes to Clause 4.1A are intended to provide clarity and certainty on planning requirements for development applications. ADW urges Council to consider the inclusion of the following sub-clause within Clause 4.1A to facilitate the release of vacant small lots in appropriate circumstances. 	<p>Noted.</p> <p>Item 7 proposes a minor amendment to Clause 4.1A of the Maitland LEP to provide better clarity on the statutory requirements under this clause and ensure its consistency between this clause and subdivision design controls of the DCP.</p> <p>This Planning Proposal includes the first round of implementation of Council adopted LHS and RLS. Council will investigate the potential inclusion of the ADW proposed sub-clause into the Maitland LEP as a part of future planning proposal of implementing LHS.</p>
49. AEP Development	<ul style="list-style-type: none"> AEP raised concern with the absence of a savings provision in planning proposal and its implications to development applications under assessment. AEP does not support limiting the wording in the savings provision to 'caravan parks' only as it would not necessarily apply to MHEs which are technically a different land use to caravan parks. 	<p>The amendment proposes the inclusion of a savings provision within Clause 1.8a of the Maitland LEP 2011. This savings provision will identify that a development application made but not finally determined before the commencement of this LEP amendment must be determined as if this LEP amendment had not commenced.</p> <p>The final saving provisions will not be limited to 'caravan park' and will be covered all amendments included in this planning proposal.</p>
50. Hunter Valley Development Services on behalf	<ul style="list-style-type: none"> Requests Item 5 of the Planning Proposal be deferred pending finalisation of the current review being undertaken by the DPHI in respect of the planning and approvals processes/pathways associated with caravan 	<p>Under MLEP 2011 'Caravan parks' are permitted in the RU2 Rural Landscape zone. Consequently, pursuant to the provisions under Housing SEPP 2021, this permissibility extends to MHEs. The permissibility offered by the above SEPP precedes the MLEP provisions relating to land use permissibility test. Hence, it eliminates the enforceability of Maitland LEP Clause 2.3 "Zone objectives and</p>

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

Submission Assessment – Planning Proposal: Implementation of Maitland LHS and RLS Strategy 2041 and Draft Rural Land Strategy 2041

SUBMISSION	SUMMARY OF SUBMISSION	RESPONSE
of Teakmill P/L and Everplan P/L	parks, camping grounds, MHEs and moveable dwellings.	<p>Land Use Table” against a proposal for a MHE at the development application stage.</p> <p>The Housing SEPP 2021 establishes a hierarchy for criteria where MHE’s are permitted. Maitland LGA has a significant amount of land that fits these criteria where MHEs could be developed. As an example, there is approximately 200km where urban zoned land borders rural or environmental zones within the LGA. Boarder scale permissibility creates scattered residential communities in isolated areas, where no previous consideration has been given to the creation of such density developments.</p> <p>It is noted that MHE is not defined under the Standard Instrument LEP; instead, it is defined under the Local Government Act 1993. They are not mandated as a permissible use within any of the zones under the Standard Instrument LEP and it is left to the discretion of local councils to decide where they may be permitted.</p> <p>In this context, Council’s Rural Land Strategy 2041 recommends to prohibit the development of MHEs on rural land by prohibiting ‘caravan parks’ in the RU2 zone. This reflects the community’s expectations on future development on rural land.</p> <p>Council acknowledges that MHEs are a contemporary form of medium density housing. Having regard to the density as well as typical demographics of the residents in MHEs, they should be located in areas of higher amenities with proximity to adequate public transport and a range of services. The right location is a crucial factor for MHEs, it influences how easily residents can travel within and outside the area, it creates a balanced, functional and socially connected environment where residents have easy access to amenities and services strategically enhancing their quality of life.</p> <p>Council notes that the DPHI is working to improve the planning framework for MHEs and will deal with broader issues of definitions and permissibility.</p> <p>Notwithstanding the proposed reforms, there is still the possibility of developing MHEs on rural land adjacent or adjoining urban land. Maitland has a significant amount of land that fits the criteria outlined in the SEPP where</p>

PLANNING PROPOSAL - AMENDMENT TO THE MAITLAND LEP 2011 (IMPLEMENTATION OF MAITLAND LOCAL HOUSING AND RURAL LAND STRATEGIES 2041) – FINALISATION (Cont.)

Submission Assessment – Planning Proposal: Implementation of Maitland LHS and RLS Strategy 2041 and Draft Rural Land Strategy 2041

SUBMISSION	SUMMARY OF SUBMISSION	RESPONSE
		MHEs could be developed. It is considered that the proposed LEP amendment is the only avenue available to achieve the intended outcomes.
	<ul style="list-style-type: none"> Suggests to investigate the suitability of permitting caravan parks within other land use zones. 	This Planning Proposal includes the first round of implementation of Council adopted LHS and RLS. Council will investigate this matter as a part of rolling reviews of MLEP.
51. HDB Town Planning & Design (HDB)	<ul style="list-style-type: none"> HDB requests to amend Part 4 of the Maitland LEP relates to principal development standards and in particular minimum lot sizes to allow subdivision of land within rural zones for permissible uses, less than the minimum lot size shown on the appropriate plan. 	<p>Maitland LEP 2011 prescribes a 40ha minimum lot size for the RU1 and RU2 zones. The Rural Land Strategy emphasizes the historical fragmentation of rural land, and in certain instances, lots are well below the minimum lot size specified under Maitland LEP 2011. Over 92% of rural land holdings are under 40ha and 70% having a minimum lot size of 10ha or less. This Strategy aims to avoid further fragmentation and guide the future urban growth in appropriate locations.</p> <p>Planning provisions under <i>Maitland LEP 2011</i> provide an opportunity for small lots of rural land under the minimum lot size in the RU1 and RU2 zone to be subdivided for the purposes of primary production. While there is a provision under Clause 4.2 to support rural subdivision without a dwelling entitlement.</p> <p>This planning proposal proposes a minor amendment to Clause 4.1A of the Maitland LEP to provide better clarity on the statutory requirements under this clause.</p>
52. SLR Consulting Australia on behalf of Mavid Development	<ul style="list-style-type: none"> SLR objects specifically to the intention to remove 'caravan parks' as a permissible land use within the RU2 Rural Landscape zone. SLR requests to include appropriately worded savings provisions to safeguard the existing development applications for MHE currently under assessment. 	<p>Noted.</p> <p>Council will include the generic savings provision within Clause 1.8a of the Maitland LEP 2011 to identify that a development application made but not finally determined before the commencement of this LEP amendment must be determined as if this LEP amendment had not commenced. The saving provisions will apply to all items included within this planning proposal.</p>

10.3 Response to Mayoral Minute on Turtle Conservation

FILE NO:	55/16
ATTACHMENTS:	Nil
RESPONSIBLE OFFICER:	Director City Planning Manager Environment & Sustainability
AUTHOR:	Coordinator Natural Environment & Resilience
MAITLAND +10	Outcome 10 To love and look after our great outdoors
COUNCIL OBJECTIVE:	10.2.1 Retain areas of bushland and open space, including wildlife corridors

EXECUTIVE SUMMARY

At the Council meeting held 23 July 2024, a Mayoral Minute was resolved in favour of Council investigating several actions relating to turtle conservation at Walka Water Works, as well as confirming conditional support for establishment of a Landcare site at Walka Water Works. This report provides an update on progress made towards these actions as well as information around ongoing investigations.

OFFICER'S RECOMMENDATION

THAT the information contained in this Report be noted.

REPORT

On 23 July 2024, Council resolved the following:

1. Council investigate and report back as soon as possible with a view to act on a turtle conservation site at Walka Water Works, focusing on:
 - Protecting turtle nesting sites around Walka lagoon, prioritising the miniature railway track
 - Management of predation of turtle nests by foxes in a manner suitable for the location
 - Safe turtle passage through the spillway at Walka lagoon, enabling connection with other turtle habitat in the floodplain.
2. Council confirms support for the establishment of a Landcare site at Walka Water Works subject to the availability of funding and Human Resources

This report provides a summary of progress made for each of the items.

1. **Protecting turtle nesting sites around Walka lagoon, prioritising the miniature railway track**

RESPONSE TO MAYORAL MINUTE ON TURTLE CONSERVATION (Cont.)

Council's Environment and Sustainability team has been working in collaboration with the 1 Million Turtles Program to launch the Walka Turtle Tour, a citizen science initiative focused on identifying turtle nesting hotspots. This initiative is providing essential turtle nesting data required to inform future turtle conservation efforts at the site. The tour was developed in consultation with key community members and since launching has received positive feedback from the community. To support the tour, Council has developed an educational webpage on its Smart & Sustainable City Platform. This webpage includes interactive mapping identifying turtle sightings across the LGA as well as other information useful for residents interested in turtle conservation.

Council will continue to investigate turtle nesting at Walka to support data-informed conservation efforts in the lead up to next year's nesting season (mid-October to mid-December 2025). The next step is for Council to participate in the National Nest Predation Survey which must be completed outside of the turtle nesting window. This survey will determine nest predation rates at Walka to inform required management actions that focus on continued community engagement at Walka.

2. Management of predation of turtle nests by foxes in a manner suitable for the location

Fox management at Walka was recently discussed with Dr Ricky Spencer, co-program lead for the 1 Million Turtles Program. Dr Spencer advised that management of foxes for the purpose of reducing turtle nest predation is not effective unless undertaken directly leading up to and during nesting season. He also stressed the importance of combining fox management with nest protection measures such as installing mesh over confirmed nests. Due to the required training and animal ethics considerations, nest protection presently should only be undertaken by appropriately trained Council staff. If a community volunteer group such as Landcare has approval to operate on site, they may also undertake nest protection activities provided they have completed appropriate training and risk assessment, and have written approval from Council.

Council recently supported an application for \$30,000 in funding for pest management through the Crown Reserves Improvement Fund. The grant application is currently in progress and focuses on targeted fox control timed with turtle nesting season at Walka. The most suitable methods of fox management at the site are still being investigated but will likely include trapping and/or targeted exclusion fencing. The use of 1080 baiting will be avoided at the site due to its close proximity to urban areas. If Council's grant application for pest management at Walka is not successful, alternative sources of funding will be investigated.

3. Safe turtle passage through the spillway at Walka lagoon, enabling connection with other turtle habitat in the floodplain.

Potential adverse impacts of the Walka spillway on turtles has also been discussed with Dr Spencer. It is suspected that turtles are crossing from the lagoon into the spillway during flood events which can result in turtles drowning. Several possible mitigations were discussed including a waterway boom to prevent turtles accessing the spillway from the lagoon. It was advised by Dr Spencer that the site should first be monitored during the next

RESPONSE TO MAYORAL MINUTE ON TURTLE CONSERVATION (Cont.)

flooding event so appropriate mitigations may be further investigated. Council's Natural Environment & Resilience Team will monitor the spillway during the next flood event to inform ongoing discussions with Dr Spencer on suitable mitigation measures.

Progress Towards Walka Landcare Site Establishment

The Mayoral Minute included a resolution for Council to support the establishment of a Landcare site at Walka Water Works subject to the availability of funding and Human Resources. Since then, the Council has committed to funding a full-time Environmental Restoration Officer who will oversee the Landcare program as part of their role. The recruitment process for this position is currently underway and is expected to be completed by early 2025.

Once onboarded, the Environmental Restoration Officer will be tasked with establishing a Landcare site at Walka Water Works, in accordance with Council's Landcare Policy. Under the Policy, the establishment of a new Landcare site will require an initial Expression of Interest (EOI) to be provided by a community member which will undergo a preliminary constraints analysis to determine the site's suitability. The EOI must include contact details of a minimum of five (5) local community members willing to commit to the site, with at least one member agreeing to sit on the Maitland Landcare Committee.

10.4 Grant Application Under the Disaster Ready Fund for Flood Free Access from Gillieston Heights to Cliftleigh

FILE NO:	65/91
ATTACHMENTS:	Nil
RESPONSIBLE OFFICER:	Director City Planning
AUTHOR:	Manager Strategic Planning Manager Corporate Planning and Performance Strategic Planning Policy Lead Corporate Grants Lead
MAITLAND +10	Outcome 16 To work together to be the best our community can be
COUNCIL OBJECTIVE:	16.1.5 Participate in the planning and delivery of emergency management and response activities

EXECUTIVE SUMMARY

This report outlines an opportunity to seek grant funding under the Disaster Ready Fund which is expected to open late in 2024, for a road that will provide flood free access to the residents of Gillieston Heights.

OFFICER'S RECOMMENDATION

THAT

- Council support a grant application under the Disaster Ready Fund for a road that will provide flood free access from Gillieston Heights to Cliftleigh in partnership with Regrowth Kurri Kurri.**

REPORT

The Australian Government has established the Disaster Ready Fund (DRF), to help communities protect themselves against the impacts of natural hazards across Australia.

There will be \$200 million available for round three in 2025-26. Nominations for Registration of Interest (ROI) to the NSW Reconstruction Authority (RA) who is the jurisdictional lead agency and 'applicant' on behalf of NSW are now open with the final application process to open in early 2025.

The funding aims to support projects that:

- increase the understanding of natural hazard disaster impacts, as a first step towards reducing disaster impacts in the future,

GRANT APPLICATION UNDER THE DISASTER READY FUND FOR FLOOD FREE ACCESS FROM GILLIESTON HEIGHTS TO CLIFTLEIGH (Cont.)

2. increase the resilience, adaptive capacity and/or preparedness of governments, community service organisations and affected communities to minimise the potential impact of natural hazards and avert disasters, and
3. reduce the exposure to risk, harm and/or severity of a natural hazard's impacts, including reducing the recovery burden for governments and vulnerable and/or affected communities.

Infrastructure projects must demonstrate land ownership or consent and that the project is shovel-ready with up-to-date costings and that project completion is set to occur within the maximum timeframe. Applicants must demonstrate why the project is unable to be funded via other sources.

Proposed Project: Flood free access - Gillieston Heights to Cliftleigh.

Grant funding required: \$18.5 million.

Co-funding: 50 per cent is required however an exemption is to be requested.

Details of the project

The suburb of Gillieston Heights becomes isolated when Cessnock Road becomes inundated during a flood event of 20 per cent (1/5) Annual Exceedance Probability (AEP). In July 2022, this isolation occurred for the sixth time in 15 years.

This isolation places substantial costs on the local community and government agencies in terms of trip diversion, loss of economic output and delays to emergency services.

Gillieston Heights is home to approximately 4,800 residents and based on Maitland's Social Profile 53 per cent of these residents have a long-term health condition. The area continues to grow.

The proposed project is a road which will provide flood free access to the residents of Gillieston Heights during the 1 per cent (1/100) AEP, and is located within approved residential subdivisions to be delivered by Regrowth Kurri Kurri – a partnership between The McCloy Group and Stevens Group. Development approval has already been issued for the entire length of the road, which is located partly within the Cessnock LGA and partly within the Maitland LGA.

Reasons for the application

Regrowth Kurri Kurri have indicated that the flood free access road to Gillieston Heights would be achieved in the next 10-15 years without intervention from government. However, if the past frequency of flooding continues, Gillieston Heights is likely to become isolated multiple times again during that period.

The application would allow Maitland City Council to forward fund the delivery of the flood free access road through contract with Regrowth Kurri Kurri, improving the flood resilience and emergency response for the community of Gillieston Heights. Indication from Regrowth

GRANT APPLICATION UNDER THE DISASTER READY FUND FOR FLOOD FREE ACCESS FROM GILLIESTON HEIGHTS TO CLIFTLEIGH (Cont.)

Kurri Kurri is that the flood free access road could be completed 11-13 years earlier than currently expected.

To submit an EOI, applicants are required to contribute at least 50 per cent to the total project expenditure. This application will seek an exemption to the co-contribution requirement. The application would seek the full \$18.5M construction cost as a grant through the Federal Government NSW Reconstruction Authority to build the road. Council would then provide funding to Regrowth Kurri Kurri to bring forward the construction of the road through a contract for works.

Regrowth Kurri Kurri have made an offer to bring forward the construction of the flood free access road using the grant funding, and then reimburse the grant funding to Council at the time when individual portions of the road would otherwise have been required for the delivery of the residential subdivisions. The grant application will stipulate that the reimbursed \$18.5M of funding must then be utilised by Maitland City Council for future disaster preparedness projects.

A formal MoU between Council and Regrowth Kurri Kurri would be obtained to support the grant application. Cessnock City Council have also agreed to provide a letter of support for the application, given that a portion of the flood free access road is located within the Cessnock LGA. It is noted that as the benefits of the grant application apply to land within the Maitland LGA, Cessnock City Council are not required to be a party to the grant application.

CONCLUSION

If successful, this project will result in:

1. Flood free access being provided to Gillieston Heights in two years compared to 10-15 years,
2. The project would be provided at no cost to government, and
3. Council would have \$18.5M for future disaster preparedness projects.

FINANCIAL IMPLICATIONS

This matter has no direct financial impact upon Council's current adopted budget.

Council is not committing to contribute co-funding as an exemption is being sought. However future funding would be made available for Council to invest in disaster preparedness projects.

GRANT APPLICATION UNDER THE DISASTER READY FUND FOR FLOOD FREE ACCESS FROM GILLIESTON HEIGHTS TO CLIFTLEIGH (Cont.)

RISK IMPLICATIONS

Risk	Risk Rating	Proposed Treatment	Proposed Risk Rating	Resourcing
Financial – There is a risk that not co-contributing may lead to Council's application being unsuccessful. Financial co-contributions demonstrate commitment to the delivery of the project and are likely to contribute to a higher score for this criteria.	Med	<p>There are no co-contributions proposed for this application. There is a need for the application to demonstrate the high community need and alignment to the program objectives.</p> <p>It is also proposed that the grant funding is returned to Maitland City Council for the delivery of other projects to benefit the community.</p>	Low	N/A
Financial – There is a risk that the project estimates exceed the grant funding amount that may lead to over runs in project costs.	High	The McCloy Group has agreed to cover over run costs that go above the \$18.5M funding for the project.	Med	No additional resourcing required.
Financial – There is a risk that the grant body will not look favourably on an application that results in Maitland City Council being repaid funds without a dedicated program of works.	High	Prepare a list of disaster readiness projects to include with the grant application.	High	Emergency Management and capital works teams.

GRANT APPLICATION UNDER THE DISASTER READY FUND FOR FLOOD FREE ACCESS FROM GILLIESTON HEIGHTS TO CLIFTLEIGH (Cont.)

Reputation – There is a risk of increasing community expectations around projects, which may lead to reputational damage to Council.	Med	Include communications team to develop any external messaging. Council does not have the funding to complete the project and The McCloy Group will not be able to complete the project for the next 10-15 years.	Low	Communications team. No additional resourcing required.
Reputation – There is a risk that if Council does not apply for the grant, Council is not seen to be acting on community needs and concerns, that may lead to reputational damage to Council.	High	The application would show Council are working towards addressing concerns and providing suitable solutions.	Med	Internal staff time. No additional resourcing required
Service Delivery – Business Operations – There is a risk of increased staff time required to manage the project and administer the grant, which may lead to impacts to the delivery of the project of Capital program.	Med	Consider competing projects and allocate staff time to prepare the application and administer the grant.	Low	Internal staff time. No additional resourcing required.

POLICY IMPLICATIONS

The project will align with Council's Procurement Policy.

STATUTORY IMPLICATIONS

The report relates to and is consistent with the following legislation:

- The Local Government Act 1993
- Environmental Planning and Assessment Act, 1979

10.5 Maitland City Council Annual Report 2023–24

FILE NO:	35/36/28
ATTACHMENTS:	1. Maitland City Council Annual Report 2023–24 (Under separate cover)
RESPONSIBLE OFFICER:	Executive Manager People and Performance Manager Corporate Planning and Performance
AUTHOR:	Corporate Strategy Lead Corporate Planning & Reporting Officer
MAITLAND +10	Outcome 15 To have an effective and efficient Council
COUNCIL OBJECTIVE:	15.3.1 Monitor and report progress against the delivery of projects and services, as identified in the community Strategic Plan, Delivery Program and annual Operational Plan

EXECUTIVE SUMMARY

Council's Annual Report 2023-24 provides an overview of the activities and achievements of Council in providing services and projects to our community over the last financial year.

The report is community focused and provides open and transparent reporting on budgetary and operational performance and in meeting a range of legislated governance standards.

Included are performance highlights, operational activities within the themes of our Community Strategic Plan, infrastructure works delivered under our capital works program and our financial statements.

OFFICER'S RECOMMENDATION

THAT

1. Council receive the Annual Report 2023–24;
2. The Annual Report 2023–24 is published on Council's website;
3. The State of our City Report is attached to the Annual Report;
4. The Office of Local Government is advised and sent a website link to the Annual Report.

REPORT

The Annual Report 2023-24 provides an overview of Council's activities for the financial year.

The report is delivered in accordance with section 428 of the *Local Government Act 1993* (NSW) and the Integrated Planning and Reporting guidelines, which require Council to

MAITLAND CITY COUNCIL ANNUAL REPORT 2023-24 (Cont.)

prepare a report within five months after the end of each financial year as to its achievements with respect to the objectives established in its Delivery Program.

The report must provide statutory information, in accordance with Section 217 of the *Local Government (General) Regulation 2005*, relating to business operations.

The Annual Report contains a copy of Council's audited financial reports, an overview of work undertaken in the year and a range of non-financial statutory data.

STRUCTURE OF THIS REPORT

Aligned with our Delivery Program 2022-2026 this report shows the achievements and the challenges faced between 1 July 2023 and 30 June 2024.

The report is divided into the following sections:

- Year in review – summary of performance
- Together in Maitland – overviewing the city, service, community and Council
- Our achievement – detailed performance results organised according to our four strategic themes
- Our organisation – structure, corporate governance, workforce profile
- Our accountability – outlining our risk, audit and governance approach, including our legislative requirements
- Our financial – providing a financial summary, financial legislation and the financial statements.

CONCLUSION

The Annual Report shows how we are delivering on our vision and outlines the performance and achievement of the Delivery Program 2022-2026 and Operational Plan 2023-24. The Annual Report is a crucial tool for informing our community and stakeholders about our achievements and challenges, by providing information on service delivery and financial performance. It is a vital part of our overall governance framework and shows our commitment to transparency and accountability.

FINANCIAL IMPLICATIONS

This matter has no direct financial impact upon Council's adopted budget or forward estimates.

POLICY IMPLICATIONS

This matter has no specific policy implications for Council.

STATUTORY IMPLICATIONS

The report is prepared and delivered in accordance with the *Integrated Planning and Reporting Guidelines*, sections *Local Government Act 1993 (NSW)*, *Special Rate Variation Guidelines 7.1*, *Local Government (General) Regulation 2005*, *Companion Animal Guidelines*, *Office of Local Government Capital Expenditure Guidelines*, *Disability Inclusion Act 2014*, *Environmental Planning and Assessment Act 1979*, *Swimming Pools Act 1992*, *Swimming Pools Regulation 2018*, *Government Information (Public Access) Act 2009*, *Government Information (Public Access) Regulation 2018*, *Public Interest Disclosures Act 1994* and *Public Interest Disclosures Regulation 2011*.

11 Policy and Finance Committee

11.1 Waste Management Policy

FILE NO:	52
ATTACHMENTS:	1.Draft Waste Management Policy
RESPONSIBLE OFFICER:	Director City Planning Manager Environment & Sustainability
AUTHOR:	Operations Manager Waste Services
MAITLAND +10	Outcome 13 To reduce our waste
COUNCIL OBJECTIVE:	13.1.2 Deliver a sustainable waste management collection and disposal service

EXECUTIVE SUMMARY

Maitland City Council's draft Waste Management Policy has been developed to provide guidelines in relation to the delivery of waste service provided by Maitland City Council.

The policy includes relevant information from and replaces previous waste bin and charges policies adopted in 1994 and 2020.

The Integrated Resource Recovery and Waste Management Strategy 2005 has been superseded by the Waste Services Management Plan and Environment Sustainability Strategy both adopted in 2023.

OFFICER'S RECOMMENDATION

THAT

1. The draft Waste Management Policy is placed on public exhibition for a minimum period of twenty-eight (28) days.
2. A briefing of the policy content and any community feedback be provided to Council after close of the exhibition period.
3. Council rescinds the following policies:
 - a. Domestic Waste Collection Service / Issue of Mobile Garbage Bins 1994
 - b. Integrated Resource Recovery and Waste Management Strategy 2005.

WASTE MANAGEMENT POLICY (Cont.)

REPORT

The proposed draft Waste Management Policy 2024 provides guidelines for staff and the community on the provisions of waste services and how charges are administered. The policy include detailed guidance on:

- Applying the Domestic Waste Management Charge and other service charges,
- Inclusions of the Domestic Waste Management Service and Commercial Waste Services
- Provision, maintenance and servicing of waste bins
- Provision of caddies and liners for the food organics service
- Provision of the bulky waste service
- Services provided at the Maitland Resource Recovery Facility (MRRF)

The policy details existing conditions that are applied to the waste service and thus increases transparency of waste service delivery to the community.

The draft Waste Management Policy is intended to replace the Waste Bins & Charges 2020 and Domestic Waste Collection Service and Issue of Mobile Garbage Bins 1994 and as such these policies should be rescinded. It is recommended that the 1994 policy be rescinded immediately. The 2020 policy will be recommended for rescission at the time the draft Waste Management Policy is adopted.

The Integrated Resource Recovery and Waste Management Strategy was adopted by Council as a Policy Statement on 22 November 2005. The intent of the information presented in this Policy Statement have been included in the Waste Services Management Plan adopted by Council on 23 May 2023 and the Environmental Sustainability Strategy adopted on 24 October 2023 and as such the Policy Statement should be rescinded.

The policy includes a provision to alter the opening hours of the MRRF from 1 March 2025.

The current open hours for the MRRF are 8:15am to 4pm with last entry from 3:45pm to allow the customer time for disposal. From 1 March 2025 it is proposed to change the open hours will to 8am to 3:30pm with last entry at 3:15pm.

This change of open times is proposed to allow daily cover to be applied effectively to the landfill once customers leave the site and prior to staff finishing at 4pm. This will ensure we meet the requirements to adequately cover all waste under the Environment Protection Licence (EPL) for the site.

CONCLUSION

A new draft Waste Management Policy has been developed to outline how services are provided, how charges are applied and details guidelines on conditions of waste services provided by Council. This draft Policy replaces previous waste bin and charges policies adopted in 2020 and 1994.

It is recommended that the draft Policy be placed on public exhibition for a minimum twenty-eight (28) day period to allow community feedback, particularly on the proposed changes to the opening hours of the Maitland Resource Recovery Facility.

WASTE MANAGEMENT POLICY (Cont.)

FINANCIAL IMPLICATIONS

This policy and the proposed change to the opening hours of the MRRF have no direct financial impact upon Council's adopted budget or forward estimates.

If Council were to continue with the current opening hours at the MRRF, two staff members would be required to work overtime for approximately 30 minutes each day to effectively cover all waste received at the facility as required by the EPL. This would result in overtime costs in the order of \$23,000 per annum.

POLICY IMPLICATIONS

The recission of former policies will result in an amendment to Council's Policy Register.

STATUTORY IMPLICATIONS

The policy details fees and charges and application of the Domestic Waste Management Charge in accordance with the Local Government Act 1993.

Policy and Finance Committee

WASTE MANAGEMENT POLICY

Draft Waste Management Policy

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 8

DRAFT Waste Management Policy

Date Adopted: TBC

Version: 1.0

Policy Objectives

The objective of this policy is to provide guidelines for waste management services provided by Maitland City Council, including:

- applying the Domestic Waste Management Charge and other service charges
- providing, maintaining, and servicing waste bins
- provision of the bulky waste service
- services provided at the Maitland Resource Recovery Facility Policy Scope

Policy Statement

This policy outlines the Council's approach to waste management and resource recovery in the Maitland Local Government Area (LGA).

The purpose of this policy is to guide the provision of waste management services, ensuring they are delivered efficiently and promote both environmental and financial sustainability.

The Council will provide waste services that:

- Encourage resource recovery and recycling, and thus reduce waste sent to landfill.
- Meet the needs of the community while considering the social, environmental, and financial impacts on the community.
- Set fees and charges in accordance with the Local Government Act 1993 (NSW) (the Act), ensuring they are fair and equitable for all community members.

1. DOMESTIC WASTE MANAGEMENT SERVICE

Section 496 (1) of the Local Government Act, 1993 requires that "A council must make and levy an annual charge for the provision of domestic waste management services for each parcel of rateable land for which the service is available".

- 1.1. Accordingly, the Domestic Waste Management Charge (DWMC) will be levied against each property rated Residential with a domestic dwelling and where the waste collection service is available.
- 1.2. The waste collection service is available if the waste collection vehicle travels past the driveway or private road on which the property is located and Council can safely service the property.

WASTE MANAGEMENT POLICY (Cont.)

- 1.3. For multi-residential developments that are subject to strata titles, the DWMC will be applied to each strata unit/townhouse where the service is available. A discounted Multi-Unit Dwelling (MUDs) fee, in accordance with Council's adopted Fees and Charges, may be applied from 1 July 2025 in instances where Council is unable to provide a standard service to these properties.
- 1.4. For multi-residential developments that are not subject to strata titles, the DWMC will be applied against the parent property where the service is available. The number of DWMCs applied to the property will be at least 60% of the number of dwellings within the development.
- 1.5. Owners or managing agents of mixed developments with a residential component may request a maximum of one domestic service for each dwelling in the development. Display homes will be treated as domestic premises for purposes relating to the provision of the DWMC.
- 1.6. For new domestic premises, the DWMC will be levied on a pro-rata basis from the date the waste bin was delivered.
- 1.7. The Domestic Waste Management Service (DWMS) includes:
 - collection of general waste on a weekly basis (red lid bin).
 - collection of commingled recyclables on a fortnightly basis (yellow lid bin).
 - collection of garden organics on a fortnightly basis (lime green lid bin) – alternating with recyclables. From 30 June 2025 the organics service will accept food organics and change to weekly collection.
 - provision of two bulky waste services per financial year.
- 1.8. The owner or managing agent can request additional DWMSs and additional DWMCs will be levied against a property and the commensurate number of bins provided.
- 1.9. Upon request by the owner or managing agent, additional domestic waste, domestic recycling and/or domestic organics bins can be supplied, providing a DWMC is levied against the property. Charges will be levied for each additional waste, recycling and/or organics bin provided on a pro-rata basis from the date the requested bins are delivered.
- 1.10. Cancellation of additional DWMS or additional bin charges can be requested using the appropriate form on Council's website and will be cancelled from the day bins are retrieved by Council and/or its contractors.
- 1.11. Elderly residents or those with a disability may be approved to receive an assisted bin collection service following application. Application includes documented support from their physician or doctor.
- 1.12. Additional general waste and/or recycling bins may be provided at no additional fee to households with special medical requirements. These requests must be in writing by a health professional and each case will be individually assessed.
- 1.13. From 1 July 2025 an alternate Domestic Waste Management Service will be available for residents to opt-in. This alternate service will include fortnightly general waste collection, or 26 collections per year, and will be provided at a discounted fee in accordance with Council's adopted Fees and Charges. Residents found to be contaminating the recycling and/or organics service will not be eligible for this alternate service.

WASTE MANAGEMENT POLICY (Cont.)

- 1.14. Domestic properties found to be contaminating their recycling and/or organics bins will receive education and advice regarding correct use of the service. Continued contamination may result in their recycling and/or organics bin being removed.
- 1.15. Where a property is rated residential without a domestic dwelling (vacant land), a Waste Base Charge will be levied in accordance with S.501 of the Local Government Act. The Waste Base Charge is a small contribution to ensuring the continued availability of waste management services.

2. COMMERCIAL WASTE MANAGEMENT SERVICES

- 2.1. Upon request by the commercial property owner or managing agent, waste, recycling and/or organics bins can be provided. Charges will be levied for each commercial waste, recycling and/or organics bin provided.
- 2.2. The charges for commercial bins will be levied on a pro-rata basis from the date the requested number and types of bins are delivered. Charges are applied in accordance with Council's Fees and Charges.
- 2.3. Collection of commercial services occurs as part of the weekly DWMS and will occur on the same days. Additional collection days are provided for general waste in some business centres, such as the Maitland Levee.
- 2.4. The bulky waste service is not available for commercial premises.
- 2.5. Properties with ratings that are categorised as Business with a Residential component are only eligible for one DWMS per dwelling. Additional services to such businesses will be classified as Commercial Waste Services and charged accordingly.
- 2.6. In respect of non-rateable properties such as halls, churches and similar facilities, Council will apply commercial waste collection charges on services requested.
- 2.7. Cancellation of charges can be requested using the appropriate form on Council's website in writing and will be cancelled from the day the bins are retrieved by Council and/or its contractors.
- 2.8. Charitable or not-for-profit organisations that have a valid Community Service Exemption (CSE) from the NSW EPA are eligible to request a Charity Waste Management Service at a discounted rate in accordance with Council's Fees and Charges. The Charity Waste Management Service charge will be levied on a pro-rata basis from the date the requested number of bins are delivered.
- 2.9. Where a customer indicates that the Council has not provided a commercial service as charged on their rates notice, Council will review the claim and determine an appropriate refund for services not delivered. The review will consider records of request for supply or removal, bins serviced at the premises and/or bins supplied or currently on the property. Where claims of overpayment or non-delivery of service are substantiated, the fee for the current year plus one previous financial year only will be reimbursed by a credit or refund on the property rates.
- 2.10. Commercial properties found to be contaminating recycling and/or garden organics services will have the service removed.

WASTE MANAGEMENT POLICY (Cont.)

3. PROVISION, SERVICING AND MAINTENANCE OF WASTE BINS, CADDIES AND LINERS

- 3.1. Generally, 240L mobile garbage bins are provided to properties for waste collection, with the option to upsize to a 360L recycling bin.
- 3.2. Alternate bin arrangements may be required to service multi-unit dwellings. Alternate arrangements can be requested for multi-unit dwellings and commercial premises, such as 660L bins, and are subject to availability and operational requirements.
- 3.3. Bins for the kerbside collection service are provided and owned by Council or its' contractors. These bins must remain at the relevant property and in the event of damage or theft will be repaired or replaced by Council or its' contractors.
- 3.4. The applicable connection fee will be charged prior to the delivery of new or additional bins, in accordance with Council's Fees and Charges.
- 3.5. Domestic or commercial waste bins are serviced weekly at the kerb, providing they do not exceed the limit able to be collected by the truck lifting arm. If a bin exceeds the truck lifting limit, the resident is required to remove some waste prior to collection before the next bin service day.
- 3.6. Only bins issued by Council or its' contractors will be serviced. Privately purchased bins will not be serviced.
- 3.7. Waste bins must be presented at the kerb by 5.00 am on the service day unless otherwise notified, with the bin lid closed, to be collected.
- 3.8. If a waste bin was presented at the kerb at the time the waste collection truck is passing the property, but was missed by the collection truck, the truck will return within three working days to service the bin. Missed services must be reported within four working days of the service day or collection may occur on the next scheduled collection day.
- 3.9. If a waste bin was not presented at the kerb at the time the truck is passing the property, the collection truck will not return to service the bin until the next service day, except in exceptional circumstances. The In Vehicle Management System (IVMS) in the collection truck will be used to determine if a bin was presented at the time the truck passed the property.
- 3.10. The kerbside collection service will take place as normal on all public holidays, with the exception of the general waste collection on Christmas Day. Waste collection for Christmas Day and all subsequent affected days will take place a day later or as otherwise arranged.
- 3.11. Changes to waste collection days will be advised to affected residents and/or advertised.
- 3.12. Residents may request repair of a broken or damaged bin. The bin must be left at the kerb to enable the required repair. The bin repair will be completed within 10 working days of receiving the request.
- 3.13. If a waste bin cannot be repaired, it will be replaced with a new waste bin and the old waste bin will be removed. Replacement will only occur when deemed necessary by Council staff. From 1 July 2025 customers who request a bin replacement when deemed unnecessary can opt to pay the fee specified in Council's Fees and Charges.
- 3.14. If a waste bin has been stolen, the resident is required to report the stolen bin to Council. The bin will be replaced within three working days of the request.

WASTE MANAGEMENT POLICY (Cont.)

- 3.15. In the lead up to the introduction of the food organics service on 30 June 2025 all residential properties will be issued with kitchen caddies. New domestic services after this date will also be issued with kitchen caddies at the time of bin delivery. A replacement caddy may be issued on request at a fee in accordance with Council's adopted Fees and Charges.
- 3.16. Compostable liners will be provided to each domestic premises for use in the food organics service. Ongoing supply of liners will be provided to domestic premises. Residents being supplied with in excess of 300 liners per year may be charged a fee in accordance with Council's Fees and Charges. This fee will only be applied if total supply of liners is found to be excessive.

4. BULKY WASTE SERVICE

- 4.1. Each household with a DWMS is eligible to receive up to two bulky waste services per financial year.
- 4.2. A bulky waste service can consist of a waste voucher for disposal at the Maitland Resource Recovery Facility (MRRF) or a bulky waste kerbside collection.
- 4.3. Residents can book a bulky waste service via the online portal on Council's website or by contacting Council.
- 4.4. New services connected throughout the financial year will be provided pro-rata bulky service entitlements for that year. Services connected prior to 30 December will receive full entitlements, services connected after 1 January will be provided with 1 entitlement and services connected after 30 April will receive no entitlements.
- 4.5. Waste vouchers include the following conditions:
- Up to 260kg of waste can be disposed of at the MRRF per voucher.
 - Voucher codes can be redeemed at Council's website.
 - Vouchers expire each year on 30 June.
 - Vouchers can only be used by, or on behalf of, residents that live at the address to which the voucher is issued.
 - Proof of residency matching the voucher address must be presented on entry to the MRRF. Proof of residency can include driver's licence, pension card, healthcare card, lease agreement, vehicle registration or a utility bill other than a water bill. Council Rates can be used as proof of residency if the property address and postal address match.
 - For vouchers used on loads under 260kg the remaining weight is forfeited.
 - Waste disposed in excess to the value of the voucher will be charged in accordance with Council's Fees and Charges.
 - Vouchers can be used to dispose of all household waste types accepted at the MRRF except special waste or asbestos waste.
 - There is a limit of two mattresses and two tyres on each voucher, and disposal of these items is included in the weight limit of the voucher.
 - Vouchers will be deemed invalid if the holder does not obey conditions of entry or directions from site staff including wearing fully enclosed shoes, sorting and appropriately disposing of recyclables and mixed waste in the designated disposal area and following safety signage

WASTE MANAGEMENT POLICY (Cont.)

and speed limits.

- Valid vouchers must be presented at the time of disposal and refunds will not be provided for residents who do not present a valid voucher at the time of disposal.
 - Vouchers are for a single use only and are not transferable, refundable or redeemable for cash.
 - No more than four vouchers can be used for a single transaction.
 - Council reserves the right to reject any load not conforming to the terms and conditions of the service.
- 4.6. Owners of a property that do not live at the property may request use of a waste voucher for the property if it is vacant. To receive authorisation they must contact Council and provide written evidence that the property is vacant. If Council agrees, an authorisation letter may be issued for use at the MRRF within one month of issue.
- 4.7. Bulky waste kerbside collections include the following conditions:
- Up to two cubic metres of waste can be collected per entitlement.
 - Waste must be placed on the kerb prior to 5:00 am of the scheduled pickup date.
 - Waste must be placed on the kerb and must not be placed on the road and should not impede pedestrian access.
 - Garden vegetation must be bundled and tied with natural string, in bundles of no more than 300mm wide and 1.5m long.
 - Branches must be less than 1.5m in length and 100mm in diameter.
 - The prohibited items for the collection service are detailed on Council's website and will not be collected. These include, but are not limited to, household rubbish and recyclables, fridges, freezers, air conditioners, tyres, concrete, building and construction waste, liquids, oils, chemicals, asbestos.
 - There is a limit of two mattresses per entitlement.
 - Cancellation or rescheduling of a collection service must occur at least 72 hours prior to the scheduled collection date.
 - If cancellation or rescheduling occurs later than 72 hours prior to the scheduled collection date, except under exceptional circumstances, a bulky waste service will be redeemed against the property.
 - If waste is not presented on the kerb, or has been removed by a third party when the collection truck arrives at the property, a collection service will still be redeemed against the property.
 - If a single entitlement is booked but waste over the 2 cubic metres is presented Council will redeem the second entitlement against the property.
- 4.8. Any waste over available entitlements will be left on the kerb and must be removed from the kerb by the resident.

WASTE MANAGEMENT POLICY (Cont.)

- 4.9. The entitlement will be redeemed for the financial year that the service is undertaken, therefore collections booked prior to 30 June for dates after 1 July will be redeemed from the following financial years entitlements.
- 4.10. Multi-unit dwellings (MUDs) with more than eight (8) units are not able to book via the portal and are required to contact Council to arrange a collection booking or obtain vouchers. Bulky kerbside collections for these properties must be arranged by the property or strata manager.
- 4.11. MUDs where the ratio of services to residential dwellings is less than 75% will not be issued vouchers. These properties will be directed to the collection service. MUDs with a ratio of services to dwellings between 75% and 99% will be eligible to receive one voucher per dwelling.
- 4.12. Unused services cannot be transferred to the following financial year.
- 4.13. Properties that are considered unserviceable for a bulky waste collection, due to safety or access issues, will be entitled to receive waste vouchers only as part of the bulky waste service.
- 4.14. Individuals who are found to book bulky waste collections for multiple properties will be required to provide proof of residency to continue use of the service.
- 4.15. Properties that pay the waste base charge are not eligible to receive bulky waste services.
- 4.16. From 1 July 2025 Maitland residents may request a paid domestic bulky waste collection that is provided at the fee specified in Council's adopted Fees and Charges.

5. MAITLAND RESOURCE RECOVERY FACILITY

- 5.1. The MRRF is operated in a manner to encourage source separation of recyclable materials to minimise waste to landfill.
- 5.2. The facility operates in accordance with the NSW Environmental Protection Licence (EPL) 6116, the Protection of the Environment Operations Act 1997 (NSW), the Protection of the Environment Operations (Waste) Regulations 2014 (NSW) and the Protection of the Environment Operations (General) Regulations 2009 (NSW).
- 5.3. The facility operates seven days per week with the exception of Christmas Day and Good Friday.
- 5.4. The current open hours are 8:15am to 4pm with last entry from 3:45pm to allow the customer time for disposal. From 1 March 2025 the open hours will change to 8am to 3:30pm with last entry at 3:15pm.
- 5.5. Temporary changes to operating hours, including weather closures, will be advised on the site dashboard, which can be found on Council's website.
- 5.6. Fees and charges at the facility are charged in accordance with Council's adopted Fees and Charges.
- 5.7. A range of recyclable waste materials are free to dispose of for household quantities, including electronic waste, textiles, cardboard, commingled recyclables, polystyrene, paints, oils, batteries, fluorescent globes, smoke detectors and x-rays. Additional items may be added as opportunities become available.
- 5.8. Exemptions to fees under some circumstances may be requested in accordance with Council's Hardship Policy.

WASTE MANAGEMENT POLICY (Cont.)

- 5.9. Charitable or not-for-profit organisations that have a valid CSE from the NSW EPA are eligible to apply for up to 20 tonnes of waste disposal per year at no charge. Organisations with a valid CSE will be charged, for any mixed waste over 20 tonnes, the mixed waste rate from Council's adopted Fees and Charges minus the current levy rate as advised on the NSW EPA's website. Garden vegetation or other recyclables with a fee may be disposed of free of charge as part of the 20 tonne of free waste disposal, if listed on their CSE. To be eligible charities must sort recyclable materials and dispose of them in the designated area, and have demonstrated that they have explored opportunities to encourage reuse and minimise waste generation.
- 5.10. Commercial customers can apply for an account billed monthly for waste disposed at the facility. Application for such an account is subject to appropriate financial checks. Should payment not be received within the timeframe stated in the conditions of the account, the account may be subject to cancellation and entry to the MRRF may be refused. Recovery action will be initiated for overdue accounts.
- 5.11. Bookings are required 24 hours in advance for asbestos waste and will only be accepted for disposal on Wednesdays or Fridays.
- 5.12. Special waste, such as deceased animals, requires a booking.

Policy Administration

BUSINESS GROUP:	WASTE SERVICES
RESPONSIBLE OFFICER:	Operations Manager Waste Services
COUNCIL REFERENCE:	Ordinary Council Meeting 18 June 2024 – Item insert number
POLICY REVIEW DATE:	Three (3) years from date of adoption
FILE NUMBER:	Insert file number
RELEVANT LEGISLATION	<ul style="list-style-type: none"> Local Government Act 1993 (NSW) Local Government (General) Regulation 2005 (NSW) Protection of the Environment Operations Act 1997 Protection of the Environment Operations (Waste) Regulation 2014
RELATED POLICIES / PROCEDURES	<ul style="list-style-type: none"> Hardship Policy Waste Services Management Plan

Policy History

VERSION	DATE APPROVED	DESCRIPTION OF CHANGES
1.0	TBC	New policy adopted

11.2 Electric Vehicle Charging Infrastructure on Public Land Policy

FILE NO:	55/2
ATTACHMENTS:	1.Electric Vehicle Charging Stations on Public Land Policy
RESPONSIBLE OFFICER:	Director City Planning Manager Environment & Sustainability
AUTHOR:	Principal Sustainability Officer
MAITLAND +10	Outcome 11 To reduce our reliance on non-renewable natural resources
COUNCIL OBJECTIVE:	11.1.2 Implement solutions that reduce our reliance on non-renewable natural resources
Previous Items:	11.7 – Grant application under the Drive Electric NSW EV destination charging program – Ordinary Council – 23 Jul 2024 5:30 PM (Policy & Finance) 11.5 – Drive Electric NSW Fast Charging Site Licence – Ordinary Council – 09 Jul 2024 5:30 PM 17.1 – EV charging network – Ordinary Council – 09 Apr 2024 5:30 PM

EXECUTIVE SUMMARY

On 9 April 2024, Council adopted a notice of motion that included Council affirming its commitment to identifying further opportunities to expand the electric vehicle charging network within the LGA. Subsequent specific opportunities for Council were identified and a proposal for a third-party Charge Point Operator provided Electric Vehicle Charging Infrastructure (EVCI) on Public Land was taken to Council on 9 July 2024 and received approval to proceed. In recognition that these opportunities are likely to increase in frequency it was a decision of Council that an EV Policy be prepared to guide future consideration and implementation of Electric Vehicle Charging infrastructure on Public Land in the Maitland LGA.

OFFICER'S RECOMMENDATION THAT

- 1. Council receive and note the information provided on the Draft Electric Vehicle Charging Infrastructure on Public Land Policy.**
- 2. The Draft Electric Vehicle Charging Infrastructure on Public Land Policy is placed on public exhibition for a period of 28 days.**
- 3. Council Officers will report back to Council post exhibition to address community feedback and propose adoption.**

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON PUBLIC LAND POLICY (Cont.)

REPORT

On April 9, 2024, Council Adopted item 17.1 - EV charging network – Notice of Motion that included Point 2, as below:

Given Maitland's status as the fastest growing LGA in regional NSW, together with the growing popularity of electric vehicles, Council affirms its commitment to identifying further opportunities to expand the electric vehicle charging network within the LGA.

The attached Draft Electric Vehicle Charging Infrastructure on Public Land Policy addresses the resolutions of Council at the following meetings:

Item 11.5 – Drive Electric NSW Fast Charging Site Licence **Council Meeting Date** **09 Jul 2024**

Outstanding Resolution:

Report be bought back to the council prior to the availability of these powered sites for its determination as to appropriate parking signage.

Item 11.7 – Grant application under the Drive Electric NSW EV destination charging program **Council Meeting Date** **23 Jul 2024**

Outstanding Resolution:

Council officers will report back to Council with an operating model for Council operated EV charging sites including the approach to parking and regulatory signage for EV charging sites.

The **attached** Draft Electric Vehicle Charging Infrastructure on Public Land Policy (EVCI on Public Land) addresses the matters identified for follow up in the previous related items identified along with other matters related to EVCI on Public land.

Key Policy Points**Parking Signage and Time Limits**

The dedicated EV parking bays are to only be used by EVs while charging; appropriate signage and labelling of dedicated EV parking bays must clearly identify this. TfNSW traffic control device - R5-40-1n stating EV only Excepted While Charging will be the norm with time limits aligned with surrounding carparking spaces.



Figure 1 R5-40-1n

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON PUBLIC LAND POLICY (Cont.)

Sign R5-40-1n is a 'prescribed traffic control device' and delegated/authorised to council to install on the network they manage. Approval to install is required by Traffic Committee. Monitoring of dwell time via parking sensors and active charging may be used to guide driver education and if deemed necessary compliance actions by Council Rangers.

Operating model for Council owned and managed EVCI

For Council owned and managed EVCI, usage fees will be reviewed annually by Council with consideration to market rates, operational costs (e.g. electricity) aiming to achieve a financially sustainable operating model.

CONCLUSION

Council adopted a notice of motion that included Council affirming its commitment to identifying further opportunities to expand the electric vehicle charging network within the LGA. The attached Draft - Electric Vehicle Charging infrastructure on Public Land Policy addresses previous matters raised for follow-up and provides a governance model for future 3rd party and Council operated EVCI on Public Land. The Draft Policy is ready for exhibition to allow community feedback to be received and considered.

FINANCIAL IMPLICATIONS

For Council owned and managed EVCI, usage fees will be reviewed annually by Council with consideration to market rates, operational costs (e.g. electricity) aiming to achieve a financially sustainable operating model.

POLICY IMPLICATIONS

This matter introduces a new Policy for Council.

STATUTORY IMPLICATIONS

There are no statutory implications under the Local Government Act 1993 with this matter.

Policy and Finance Committee

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON PUBLIC LAND POLICY

Electric Vehicle Charging Stations on Public Land Policy

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 6

Draft – Electric Vehicle Charging Infrastructure on Public Land Policy

Date Adopted: TBC

Version: 1.0

Policy Objectives

The purpose of this document is to provide guidelines for the installation and management of electric vehicle charging infrastructure (EVCI) on Council Managed Public Land in the Maitland LGA. Council has identified a need to increase the availability of publicly accessible EV chargers to create an equitable public charging network, responding to the current gaps and future charging needs and developments within the LGA

Policy Scope

The main objectives of this Policy are to:

1. provide guiding principles for the provision, establishment, operation and management, maintenance and removal of EVCI on appropriate parcels of Public Land in the Maitland LGA;
2. identify that EV charging infrastructure on Council Managed Public Land may be owned and operated by Council or owned and operated by a Third-Party Charge Point Operator (CPO) under an agreement with Council;
3. outline the roles and responsibilities for third party CPO operated sites the roles and responsibilities of the CPO and Council in relation to the establishment, operation, management and removal of EVCI;
4. promote visitation to the region by encouraging the placement of EVCI at desirable locations to increase charging options and confidence in ability to make longer journeys in an electric vehicle.
5. support the uptake of sustainable transport options which will aid the community in reducing emissions in the Maitland LGA; and
6. attract and support investment to deliver EVCI improvements in Maitland

Policy Statement

Council aims to facilitate the appropriate establishment of EVCI that complements existing EVCI, addresses increasing demand and provides an ongoing asset for the wider community. Where EVCI is installed on Public Land this policy aims to ensure to the greatest extent possible that this infrastructure will be installed and operated in a safe, well-managed and sustainable manner.

The installation and operation of EVCI on Public Land requires the completion of a selection process that is appropriate for the land classification and other key attributes outlined in this policy such access to power supply, and this applies to both Council operated sites, and sites operated by third party Charge Point Operators (CPO's) under lease/licence/agreement with Council.

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON PUBLIC LAND POLICY (Cont.)

CPO operated EVCI on Public Land

Where the site is identified for operation by a third-party Charge Point Operator (CPO) the site operator will be selected via a process that aligns with the requirement for the land classification (Public Land -Operational) as identified within the Local Government Act 1993 and office of local government guidance on leases licences and other estates.¹

Post selection a CPO will be invited to enter into a lease/licence/agreement with Council for the site with the key aspects required to be satisfied including:

- demonstrating experience, skills and resources in establishing, operating and managing EVCI
- consulting Council on potential sites and design requirements
- obtaining public liability cover to the value of \$20 million
- addressing the site selection criteria for a suitable location as outlined in this Policy
- developing a design layout of the overall EVCI site including details of parking, signage, type of charger/compatibility and requisite power supply in accordance with the design requirements outlined in this Policy; and
- provision of a suitable management plan for operation and maintenance of EVCI. In some instances, the installation of an EV charging station will fall within the exempt development provisions of the State Environmental Planning Policy (Infrastructure) 2007. Should a Development Application (DA) be required it is the CPO's responsibility to obtain any required consents or approvals.

Leasing/Licencing Requirements

CPOs are subject to the specific conditions and obligations outlined in the leasing/licencing/agreement as agreed with Council. The nature of the lease/licence/agreement will be determined on a case-by-case basis and will consider factors, including but not limited to, the CPO, proposed site and design, maintenance obligations, public safety and legal liability, insurance requirements and desired length of operation of EVCI. The acquittal process and terms of payment will be determined in lease/licence/agreement arrangements. Any further upgrade or expansion of the EVCI will be subject to further consideration and consent from Council. Council reserves the right to terminate a lease/licence/agreement entered into with a CPO of EVCI and require the removal of EVCI and supporting infrastructure if a breach of the lease/licence/agreement occurs. In these circumstances, the CPO would be required to make good the land.

Councils role:

Council will;

- provide input into the development of site selection and designs for EVCI on Public Land;
- review and assess suitable applications for EVCI on Public Land; and
- promote EVCI by making information freely available to the wider community via our website such as the location of charging stations in the Maitland LGA.
- Undertake parking restriction compliance at its own discretion if not otherwise stated in the lease/licence/agreement

Charge Point Operators role

Eligible CPOs will:

- be required to enter into a lease or licence agreement with Council;

¹ <https://www.olg.nsw.gov.au/councils/land-management/leases-licences-other-estates/>

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON PUBLIC LAND POLICY (Cont.)

- adhere to the site selection criteria and design requirements set out in this policy including all operational and environmental controls;
- be responsible for the installation (including appropriate power supply), operation, management, maintenance and removal associated with EVCI and all supporting infrastructure;
- be responsible for and bear the cost for any upgrades required for the existing electrical supply infrastructure to have the capacity to cater for EV charging infrastructure, or do so in partnership with Council as negotiated in the lease;
- remain responsible for any upgrades in plug and connection hardware that may be required as EV technology develops; and
- provide access by arrangement, for educational or promotional activities in partnership with Council.

Legislative Requirements

The CPO is required to comply with all relevant legislation and obtain all applicable approvals and consents. Consideration must be given to Council Policies that may apply to various aspects of the establishment, management, maintenance, operation and removal of EVCI on Public Land.

Council operated EVCI on Public Land

Where Council determines it has a role to provide EVCI that it owns and operates Council will;

- be responsible for the installation (including appropriate power supply), operation, management, maintenance and removal associated with EVCI and all supporting infrastructure;
- be responsible for and bear the cost for any upgrades required for the existing electrical supply infrastructure to have the capacity to cater for EV charging infrastructure
- remain responsible for any upgrades in plug and connection hardware that may be required as EV technology develops

Site Selection Requirements for Council and CPO provided EVCI

The following site selection criterion and design requirements must be addressed for Council to progress a Council – Provided or third-party CPO Provided EVCI installation and operation on public land.

Location – The EVCI should be on suitable public land, preferably in an off-street carpark or appropriate kerbside parking area where infrastructure like power poles or lights allows for installation and use by an Electric vehicle without impeding pedestrian movements. Council may consider other Council-owned public land if public safety and traffic flow can be managed. Factors to consider include proximity to other EV charging points, potential impacts on traffic and area usage, and nearby amenities such as restrooms, seating, food outlets, and tourist attractions.

Power – Charging stations must have access to adequate electrical supply. A review of the available infrastructure and planned charging rate (kW) is required to confirm sufficient capacity for the proposed stations. Evidence must show grid capacity for the number of stations at each location. If capacity is insufficient, any necessary upgrades will be the CPOs responsibility unless otherwise agreed to by Council. For Council owned and operated EVCI responsibility for any capacity upgrades will be considered in the case for installing EVCI at a Council Site. Load Control is to be considered to ensure that power demand remains within the limits of the site.

Safety – Destination charging will likely be in demand for extended hours in unmonitored locations. Charging stations must be visible to pedestrians and vehicles, adequately lit, and follow TfNSW parking signage guidelines. Wayfinding signage may be needed for visibility and usage instructions, including parking restrictions and charging details. The provider is responsible for managing and maintaining the EVCI (including signage, bollards, and charging bays) to ensure safety.

Access – EVCI on public land should be prioritised for availability 24 hours a day, seven days a week and areas are not subject to traffic movement congestion. The location of charging stations must be connected to the wider transport network. EVCI should to the greatest extent possible allow for disability access compliant with the Disability

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON PUBLIC LAND POLICY (Cont.)

Discrimination Act 1992. The EV parking spaces should ideally cater for all types of EV charging connections used by vehicle manufacturers and the location of their charging points on all types of vehicles with CCS2 being the minimum requirement

Sustainability – The provision, establishment, operation, management, maintenance and removal of EV charging stations and supporting infrastructure must follow Ecologically Sustainable Development. To reduce the environmental impact of EV charging stations on public land in the Maitland LGA, Council encourages the use of renewable energy or green power where practical and feasible.

Types of Charging Stations

Council will only accept the installation of chargers in accordance with NSW Government's EV charging standards and principles. As a minimum, chargers must meet the following performance criteria:

- Destination 7 – 22 kW AC
- Fast charge 50kW
- Super-fast charge 120kW, or above.

The CCS2 standard is the minimum requirement for charging plug type. As technology in this area develops, the provider may be required to upgrade existing charging infrastructure to meet community demand.

Parking Signage and Time Limits

The dedicated EV parking bays are to only be used by EVs while charging; appropriate signage and labelling of dedicated EV parking bays must clearly identify this. TfNSW traffic control device - R5-40-1n stating EV only Excepted While Charging will be the norm with time limits aligned with surrounding carparking spaces.



Figure 1 R5-40-1n

This sign is a 'prescribed traffic control device' and delegated/authorised to council to install on the network they manage. Approval to install is required by Traffic Committee. Monitoring of dwell time via parking sensors and active charging may be used to guide driver education and if deemed necessary compliance actions by Council Rangers.

Fees and pricing

- EV charging infrastructure should have open payment options such as credit/debit cards in addition to EV charging payment apps.
- Pricing models should encourage charging during periods of low electrical demand (for example during off-peak or shoulder periods) to help manage potential grid stress as EV uptake increases.
- For Council owned and managed EVCI, usage fees will be reviewed annually by Council with consideration to market rates, operational costs (e.g electricity) aiming to achieve a financially sustainable operating model.

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON PUBLIC LAND POLICY (Cont.)

Policy Definitions

Charge Point Operator	Third party company that provides specialist EV Charging Services
Council	Refers to Maitland City Council
Council Officials:	General Manager, Mayor, Councillors, employees, delegates and volunteers.
Community Land	All council land must be classified as either “community” or “operational” land. The <i>Local Government Act 1993</i> (Act) contains important restrictions on the ability of a council to grant leases, licences, and other estates over community land. This is coupled with requirements for public consultation to ensure that council take community views into account. The Act also outlines when a council must tender a proposed lease or licence.
CCS2	combined charging system 2
Destination Charging	EVCI that is installed in locations frequented by tourists and visitors such as hotels, restaurants and points of interest.
Electric Vehicle (EV)	This describes a range of different vehicles that are powered by an electric motor with a battery on its own or accompanied by a fuel-powered internal combustion engine. This includes Plug-in Hybrid Electric Vehicles (PHEVs)
EV Charging Infrastructure (EVCI)	Infrastructure that supplies and supports the provision of electric vehicle charging
Operational Land	All council land must be classified as either “community” or “operational” land. The main effect of classification is to determine the use of the land. Operational land has no special restrictions other than those that may apply to any piece of land.
Public Land	Public land – As defined in the <i>Local Government Act 1993</i> , means any land (including a public reserve and public road) vested in or under the control of the council, but does not include: <ul style="list-style-type: none"> a) land to which the <i>Crown Lands Management Act 2016</i> applies unless specified in an approved plan of management; b) a common; or c) a regional park under the <i>National Parks and Wildlife Act 1974</i>.
Range Anxiety	The fear that when driving an EV vehicle, it will run out of charge and the driver will be stranded due to the inability to recharge.

Policy Administration

This Policy will be reviewed every two years from the date of each adoption of the Policy, or more frequently as required.

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ON PUBLIC LAND POLICY (Cont.)

Policy History

VERSION	DATE APPROVED	DESCRIPTION OF CHANGES
1		Policy developed

11.3 Asset Capitalisation Policy

FILE NO:	12/1
ATTACHMENTS:	1.Asset Capitalisation Policy
RESPONSIBLE OFFICER:	Executive Manager Finance
AUTHOR:	Chief Financial Officer
MAITLAND +10	Outcome 15 To have an effective and efficient Council
COUNCIL OBJECTIVE:	15.1.2 Ensure Council is financially sustainable and meets required levels of performance

EXECUTIVE SUMMARY

The Asset Capitalisation Policy provides guidance for recognition of relevant costs of physical non-current assets for the purpose of completing the Council's annual statutory financial statements.

The Policy applies to the accounting treatment for non-current physical assets being infrastructure, property plant and equipment (IPPE), and establishes a formal policy for the current process undertaken at Council.

OFFICER'S RECOMMENDATION

THAT

1. Council adopts the Asset Capitalisation Policy.

REPORT

As Council enhances its policy framework, it was identified that while Council applies appropriate procedures for the capitalization of Council's infrastructure assets, a policy document would provide support when undertaking work on infrastructure assets. The attached policy outlines our process for capitalisation and guides Council to ensure costs are appropriate and in accordance with the accounting standards and Local Government code of accounting practice.

The draft policy was considered by the Audit, Risk and Improvements Committee (ARIC) at its meeting on the 10 September. ARIC received and noted the policy for Council to adopt.

CONCLUSION

The Asset Capitalisation Policy ensures guidance exists for current process whilst ensuring overall compliance with relevant accounting standards and code of accounting practice.

FINANCIAL IMPLICATIONS

This matter has no direct financial impact upon Council's adopted budget or forward estimates.

ASSET CAPITALISATION POLICY (Cont.)

POLICY IMPLICATIONS

On approval by Council the Asset Capitalisation Policy will become a new policy document.

STATUTORY IMPLICATIONS

There are no statutory implications under the Local Government Act 1993 with this matter.

Policy and Finance Committee

ASSET CAPITALISATION POLICY

Asset Capitalisation Policy

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 9



DATE ADOPTED: xx November 2024

VERSION: 1.0

POLICY OBJECTIVES

The objective of this policy is to provide a distinction between expenditure on long-lived assets and expenditure on goods and services for immediate consumption.

As a result of having a consistent accounting rules for capitalisation, Council provides materially accurate information on its financial position and financial performance.

POLICY SCOPE

This policy applies to the accounting treatment for infrastructure, property, plant and equipment (IPPE).

POLICY STATEMENT

When assets are acquired or created, they are capitalised in the financial statements to reflect the long-life value they have in providing future economic benefits to the Maitland Community.

This policy sets the capital expenditure thresholds for recognising capital expenditure. The capitalisation threshold is the new, upgrade or renewal value of an asset, below which the project cost will be accounted for as operational expenditure, and above which it will be included in Council's asset register and accounted for as an asset.

Assets are capitalised regularly throughout the year to 31 March. At the March quarter, a full review of all capital projects is prepared to determine completed projects, work in progress, and carry-forward project budgets.

POLICY DEFINITIONS

Operational Expenditure – Includes expenditure on operations and maintenance and is excluded from the capital cost of the asset.

Operations – Regular activities / expenditure to provide services such as running costs, public health, safety and amenity e.g. street sweeping, grass mowing and utility costs such as street lighting. These are day to day (often continuous) operational activities that have no effect on asset condition but are necessary to keep the asset appropriately utilised and operating.

Maintenance – All periodic or reactive actions necessary for retaining an asset in a condition that allows it to deliver the designed service levels throughout its intended life. E.g. road patching.

ASSET CAPITALISATION POLICY (Cont.)

Maintenance is periodic or reactive expenditure and does not increase the service potential of the asset or keep it in its original condition. Rather, it slows down deterioration and delays the necessity of rehabilitation or renewal. Maintenance activities fall into two categories, planned and reactive. Planned maintenance – is proactive maintenance to prevent asset failure. Work is carried out on a predetermined schedule or planned in association with other works.

Reactive maintenance – is action taken to correct asset malfunctions and failures on an as-required basis, or in response to reported problems. E.g. potholes, repairs, breakdowns, emergency repairs.

Capital expenditure – costs incurred over the life of an asset that either renew, upgrade or extend the asset's underlying service potential. Such costs are capitalised as an addition to the carrying value of existing assets.

Renewal – expenditure that increases the useful life or increases the service potential of the asset beyond its current condition but not exceeding its current maximum design level, for example, resealing of a road. Includes rehabilitation and replacement activities.

Rehabilitation activities – major reinstatement, often of structural component assets to ensure required levels of service are met and prolonged asset life is achieved.

Replacement works – the disposal and substitution (complete replacement) of an asset which has reached the end of its useful life, with an equivalent standard or agreed alternate asset.

Upgrade – expenditure that enhances an asset to provide a longer useful life or increases the service potential of the asset beyond its current maximum design level, for example, widening a road to add an extra traffic lane. Includes expenditure on new assets where existing assets are replaced at a higher level of service, and part of the cost relates to the upgrade.

Materiality – omissions or misstatements of items are material if they could, individually or collectively, influence the economic decisions that users make based on the financial statements. Materiality depends on the size and nature of the omission or misstatement judged in the surrounding circumstances. The size or nature of the item, or a combination of both, could be the determining factor.

LEGISLATIVE OBLIGATIONS AN/OR RELEVANT STANDARDS

- AASB 116 Property, Plant and Equipment
- OLG Code of Accounting Practice and Financial Reporting
- IPWEA Australian Infrastructure Financial Management Guidelines

CONTENT**Capitalisation**

The cost of acquiring or creating fixed assets is determined in accordance with Australian Accounting Standards and includes: the purchase price, directly attributable costs for bringing the asset to the required location and condition to operate in its intended manner, and the estimated cost of an obligation to dismantle and remove the asset and restore the site.

The cost of a constructed asset is determined using the same principles as for an acquired asset. When an asset is contributed to Council for no or low cost, the asset cost is measured at its

ASSET CAPITALISATION POLICY (Cont.)

estimated fair value from the date of acquisition. Included and excluded costs are detailed in the table below.

Activity	Operating Expenditure	Capital Expenditure
All activities prior to the decision made to proceed with investment including: <ul style="list-style-type: none"> • Strategic planning reports • Project scoping and investigation, valuation reports, planning approvals. 	X	

Activity	Operating Expenditure	Capital Expenditure
All activities following decision made to proceed with investment including: <ul style="list-style-type: none"> • Survey and design. • Professional fees • Site preparation, including demolition of old assets. • Construction and contract payments • Council direct costs - wages, plant hire, inventory and on-costs • Project management, supervision and overheads • Transport, installation, assembly and testing. • Costs associated with implementing a new module to Council's information system 		X
If Council has an obligation for site restoration: <ul style="list-style-type: none"> • Initial estimate of dismantling and removal of asset and site restoration (e.g. tips) 		X
All activities after the asset are in the location and condition necessary for it to be capable of operating in the manner intended by management: <ul style="list-style-type: none"> • Costs of opening a new facility • Advertising and promotional activities • Administration and general overhead costs • Staff relocation and training • Costs of relocating, reorganising operations or redeploying an item 	X	
Incidental operations that occur in connection with construction or development: <ul style="list-style-type: none"> • Income and expenses associated with renting / operating an asset before or during development 	X	
Internal profits	X	
Cost of abnormal amounts of wasted material, labour or other resources	X	

ASSET CAPITALISATION POLICY (Cont.)**Derecognition of assets**

When a complete asset is replaced (including a complete asset component), the cost of the renewal / rehabilitation / reconstruction is recognised as a renewed asset and any residual value of the replaced asset is disposed from the asset register.

Partial derecognition of an infrastructure asset is to occur whenever:

- A)** A significant component or section of an infrastructure asset is destroyed, abandoned or decommissioned with no future economic benefits expected to be generated from its use; or
- B)** Major renewal works have been undertaken resulting in a significant component or section of an infrastructure asset being replaced.

When an asset is partially replaced, the replaced portion should be disposed (often expressed as a percentage). The replacement cost is recognised as an addition to the remaining asset value. The remaining useful life of the renewed asset is reviewed to recognise the restored economic benefits.

For partial road pavement renewals, due to the variability of actual pavement thickness and thin renewal component, even minor construction variations will have a significant impact on the write off estimation so that a reasonable estimate cannot be made. Therefore, for partial pavement renewals the capital cost is recognised by adding the renewal cost to the existing asset value and the remaining useful life of the renewed asset is reviewed to recognise the restored economic benefits.

Capitalisation Thresholds

The capitalisation thresholds provided in the following tables will be applied to capitalisation decisions.

ASSET CAPITALISATION POLICY (Cont.)

Table 1 – Plant and equipment, office equipment and furniture and fittings			
Operations	Maintenance	Renewal	Upgrade and Expansion
<ul style="list-style-type: none"> Fuel, oil, electricity 	<ul style="list-style-type: none"> Reactive maintenance and repairs Programmed servicing. Upgrade or replace parts < \$5,000 	<ul style="list-style-type: none"> Replacement asset > \$5,000 Replacement of asset parts > \$5,000 Replacement system or network assets where the individual components are less than the capitalisation threshold but the total acquisition > \$10,000. Replacement of major asset component such as an engine in a motor vehicle 	<ul style="list-style-type: none"> New asset > \$5,000 New system or network assets where the individual components are less than the capitalisation threshold but the total acquisition > \$10,000. Bulk mobile, laptops and computer equipment > \$10,000 per annum

Table 2 – Operational land, community land, crown land, land under roads (post 01/07/2008), land improvements (non-depreciable)			
Operations	Maintenance	Renewal	Upgrade and Expansion
<ul style="list-style-type: none"> Utility costs such as land rates & insurance Asset inspections, supervision and management Legal costs where purchase did not eventuate. Mowing, cleaning, gardening, waste removal Pest treatments 	<ul style="list-style-type: none"> Mulch and grass refill/repair. Land Improvement <\$10,000 	<ul style="list-style-type: none"> Renewal of land improvements > \$10,000 	<ul style="list-style-type: none"> All land acquisition costs are capitalised including legals. Land improvements, including levelling, formation, landscaping > \$10,000

ASSET CAPITALISATION POLICY (Cont.)

Table 3 – Buildings and other structures

Operations	Maintenance	Renewal	Upgrade and Expansion
<ul style="list-style-type: none"> Asset management including condition assessment and defect inspections. Utility costs Statutory testing and certification Cleaning Graffiti removal. Pest control Clearing roof drains and gutters 	<ul style="list-style-type: none"> Reactive and programmed maintenance and repair Partial renewal of building component < \$10,000 Painting 	<ul style="list-style-type: none"> Partial renewal of building component > \$10,000 Complete renewal or replacement of building component Renewal or replacement at same or modern equivalent standard > \$10,000 Major repainting of a building's external walls, which effectively reseals the external structure 	<ul style="list-style-type: none"> New building asset Fit out > \$10,000. Upgrade assets > \$10,000 Grouped assets - relevant new small value assets purchased > \$10,000 per annum. e.g. security pads, cctv cameras

ASSET CAPITALISATION POLICY (Cont.)

Table 4 – Roads, bridges, footpaths, earthworks (non-depreciable) and other road assets			
Operations	Maintenance	Renewal	Upgrade and Expansion
<ul style="list-style-type: none"> Asset management including condition assessment and defect inspections. Street sweeping (kerb and gutter) Cleaning and jetting of footpaths Sweeping and litter control Clearing of subsoil drains Silt control. Replacing traffic indicators and raised pavement markers. Verge mowing. Utility costs Graffiti removal. Litter control. Weed & pest control 	<ul style="list-style-type: none"> Reactive maintenance and repair e.g. pothole repairs, minor patching Emergency repairs Programmed maintenance. Reapplication of bridge surface coatings e.g. painting, galvanising Footpath trip hazard repairs and surface patching 	<ul style="list-style-type: none"> Partial asset renewal > \$5,000 or more than 10% of the area of the asset segment Complete asset segment renewal or replacement Gravel resheeting Replacement of sub-soil drains Heavy patching and localised (partial) surface renewal > \$5,000 or greater than 10% of the area of the asset segment 	<ul style="list-style-type: none"> New asset Asset expansion e.g. road widening, extra lanes Sealing of unsealed road Upgraded pathways and footpath assets. e.g. change from asphalt footpath to concrete footpath Costs associated with new line marking or raised pavement markers in association with asset renewal or construction are capitalised as part of the acquisition cost.

ASSET CAPITALISATION POLICY (Cont.)

Table 5 – Stormwater drainage			
Operations	Maintenance	Renewal	Upgrade and Expansion
<ul style="list-style-type: none"> Asset management including condition assessment and defect inspections. Clearing drains and pits Clearing gross pollutant traps (GPT), stormwater quality improvement devices (SQID) and water sensitive urbane design (WSUD) areas 	<ul style="list-style-type: none"> Reactive maintenance (pipe repair, pit repair, GPTs and SQIDS) Programmed maintenance. Partial asset renewal < \$5,000 Desilting surface drains Revegetation of WSUD areas Replacement of WSUD area filter media 	<ul style="list-style-type: none"> Replacement or refurbishment of the constructed flood mitigation and drainage assets Partial asset renewal > \$5,000 Replacement of segment length of pipeline Renewal or relining of segment length of pipeline. Replacement of complete pit, end structure or fitting Complete asset renewal or replacement 	<ul style="list-style-type: none"> Constructed flood mitigation and drainage assets. New asset Replace with larger diameter pipe including increased standard or capacity

Table 6 – Open space/recreational assets and swimming pools			
Operations	Maintenance	Renewal	Upgrade and Expansion
<ul style="list-style-type: none"> Asset management including condition assessment and defect inspections. Utility costs Street bins General gardening: mowing, cleaning, tree and shrub trimming, weed control, litter control, leaf control etc. 	<ul style="list-style-type: none"> Reactive and programmed maintenance Painting facilities and structures Partial asset renewal < \$5,000 Replanting garden beds, trees and shrubs Re-turfing 	<ul style="list-style-type: none"> Partial asset renewal > \$5,000 (e.g. replacing damaged sections of fencing, irrigation, edging) Complete asset renewal or replacement > \$5,000 	<ul style="list-style-type: none"> New asset > \$5,000 Replace entire asset with higher standard or capacity > \$5,000

ASSET CAPITALISATION POLICY (Cont.)

Table 7 – Library books, Art works and other assets			
Operations	Maintenance	Renewal	Upgrade and Expansion
<ul style="list-style-type: none"> Annual online licences, subscriptions, annual platform access to e-formats, periodicals and newspapers 	<ul style="list-style-type: none"> n/a 	<ul style="list-style-type: none"> Bulk or network library book acquisition 	<ul style="list-style-type: none"> Bulk or network new asset > \$5,000. Dedications / purchases >\$5,000

POLICY ADMINISTRATION

BUSINESS GROUP:	Finance
RESPONSIBLE OFFICER:	Chief Financial Officer
COUNCIL REFERENCE:	Ordinary Council Meeting xx November 2024
POLICY REVIEW DATE:	Four (4) years from date of adoption
FILE NUMBER:	12/1
RELEVANT LEGISLATION	<ul style="list-style-type: none"> AASB 116 Property, Plant and Equipment OLG Code of Accounting Practice and Financial Reporting IPWEA Australian Infrastructure Financial Management Guidelines
RELATED POLICIES / PROCEDURES / PROTOCOLS	<ul style="list-style-type: none"> Asset Revaluation Policy Plant and Equipment Replacement Policy Asset Disposal Policy

POLICY HISTORY

VERSION	DATE APPROVED	DESCRIPTION OF CHANGES
1.0	xx November 2024	New policy adopted

11.4 Community Gardens Policy Review

FILE NO:	35/1
ATTACHMENTS:	1. Community Gardens Policy 2. Community Gardens Guidelines
RESPONSIBLE OFFICER:	Director City Services Manager Community & Recreation
AUTHOR:	Coordinator Community & Recreation Planning Community Planner
MAITLAND +10	Outcome 1 To stay friendly, happy and proud as our city grows
COUNCIL OBJECTIVE:	1.1.2 Provide inclusive spaces where people can access services, and participate in a wide range of recreation, cultural and social activities

EXECUTIVE SUMMARY

Maitland City Council's Community Garden Policy was adopted in 2014, revised and adopted in 2022 and has recently been reviewed again, in advance of the 3 year policy review requirement. This review was conducted by the Community and Recreation Planning team, in collaboration with key internal stakeholders including Recreation Works, Risk, Insurance, Workplace Health and Safety, Legal, Planning, Environment and Finance teams.

This report presents the revised Community Garden Policy for adoption. The revised Community Garden Policy outlines the benefits of Community Gardens, Council's role, underpinning framework, site selection criteria, the application assessment process, a list of restricted activities on Council land and the role of the licence agreement. The intention of the revised policy is to encourage and promote the establishment of Community Gardens in the Maitland Local Government Area, particularly given that there are currently no Community Gardens on Council's community land within Maitland. A key change to the policy as part of this review is the removal of the bond requirement to reduce barriers to entry for prospective gardens groups.

OFFICER'S RECOMMENDATION

THAT

1. Council endorses the revised Community Garden Policy to be placed on public exhibition for a period of 28 days.
2. Council adopts the draft revised Community Garden Policy should there be no submissions of objection.
3. Council adopts the draft revised Community Garden Policy and delegates any minor changes to the Director City Services, any significant changes will result in a further report to Council.

COMMUNITY GARDENS POLICY REVIEW (Cont.)

REPORT

Council policies are strategic documents which formally express Council's position on a particular issue. Policies are designed to guide the organisation's decision-making, and are made publicly available on Council's website. Policies are not intended to cover operational matters, which are more appropriately documented by way of internal protocols and procedures.

The Community Garden Policy defines a community garden as 'a not-for-profit community-based enterprise which produces food primarily for the consumption of the gardeners.' Community gardens are unique forms of public open space, managed by the community primarily to produce food. Community gardens provide opportunities for community cohesion, sustainable living and growth, and promote positive use of recreational spaces. Community gardens also provide a secondary food network that works to complement traditional food networks.

Despite public interest in community gardens, there are currently no Community Gardens on Council's community land within Maitland.

Council's Community Gardens Policy was due for regular review, which has now been completed. The review of the policy was completed in late 2024 and included consultation with key internal stakeholders including Recreation Works, Risk, Insurance, Workplace Health and Safety, Legal, Planning, Environment and Finance teams.

The revision of the policy has clarified the responsibilities and expectations of both the community and Council when establishing community gardens within the Maitland LGA. It provides a clear framework to follow when establishing a community garden. The revised policy addresses potential risks or challenges for Council by including the following processes in the framework:

- Establishing a list of Council assessed pre-identified locations for potential community garden sites which meet site selection criteria. This will reduce application processing time by removing a step ordinarily required by the community group. Groups may still choose to apply for non pre-identified sites. Pre-identified sites are as shown in Appendix A of Attachment 1.
- Requiring a consultation meeting between prospective community gardens groups and Council staff prior to application submission. This process will assist Council staff in identifying whether a Development Application (DA) is required and allow appropriate information and support to be offered to the prospective group around the DA process.

A licence agreement is entered into between Council and the community group establishing the garden (if/when an application is approved) which will provide governance to the ongoing relationship between Council and the group.

To align with the revised Community Garden Policy, the associated Community Gardens Guidelines have also been revised with the aim of providing straightforward yet comprehensive information about the process required to establish a Community Garden for the community.

COMMUNITY GARDENS POLICY REVIEW (Cont.)

CONSULTATION

Extensive internal consultation was undertaken to inform the revision of this policy. Key internal stakeholders included Recreation Works, Risk, Insurance, Workplace Health and Safety, Legal, Planning, Environment and Finance teams.

Internal stakeholders were briefed on the review on 12 September 2024 and had the opportunity to provide feedback either verbally or within a feedback register across a three-week period. Feedback was either included within the policy or further discussion was held to better understand the nature of the feedback. Following the revision of feedback, internal stakeholders were provided a final opportunity to review prior to the policy progressing to Council for exhibition and subsequent adoption and any outstanding concerns were addressed. Internal stakeholders also have input into the development of the associated documentation including guidelines, application form, risk assessment template and site identification.

Feedback with internal stakeholders identified the following key changes:

- The removal of the bond payment requirement. This was removed to reduce financial barriers to entry for community gardens groups and better support the establishment of community gardens within the LGA
- Additional activities added to the list of Restricted Activities and Considerations for Community Gardens on Council Land, including prohibiting the keeping of animals (chickens, ducks and bees) and the planting of inappropriate weeds or plants that would threaten the biodiversity of the Maitland's natural environment.

External consultation was not undertaken in alignment with this revision however 20 community enquiries pertaining to community gardens have been received since the first policy review in 2022, with 12 of those enquiries being received in the 2024 calendar year, indicating strong and growing community interest in community gardens.

CONCLUSION

A comprehensive review of the Community Gardens Policy has been undertaken in consultation with key internal stakeholders. The changes proposed to this policy reflect internal process improvements, as well as greater clarity for interested community members. The adoption of this policy will allow the establishment of community gardens within the LGA.

FINANCIAL IMPLICATIONS

This matter may reduce maintenance costs as community groups will be responsible for maintaining, within their garden parameters, the Council owned or managed land on which their community garden is established. Costs may be incurred by Council should a community group disband their garden and not return the site to its original conditions; however this is deemed unlikely.

POLICY IMPLICATIONS

This matter relates to the revision of the Community Gardens Policy and will require an amendment of Council's Policy Register to reflect the revised policy. This matter will operate in accordance with Council's Risk Management Policy and dependent on the site identified comply with the conditions of the associated Plan of Management.

COMMUNITY GARDENS POLICY REVIEW (Cont.)

STATUTORY IMPLICATIONS

This matter is in accordance with the Local Government Act 1993, and will comply with all relevant aspects of the Act including but not limited to *Section 46 Leases, licences and other estates in respect of community land* in relation to the granting of licences for community gardens on community land. Failure to comply with the Local Government Act 1993 may result in the Minister issuing a Performance Improvement Order to Council.

This matter also considers the Environmental Planning and Assessment Act and as per the Community Garden Policy, identifies that where required, compliance with this act will be undertaken, for instance, if and when a site requires a Development Application, the appropriate process will be followed.

RISK IMPLICATIONS

Risk	Risk rating	Proposed treatment	Proposed risk rating	Resourcing – within or additional
Image/Reputation There is a reputational risk of failing to offer sufficient support to interested community gardens groups which may lead to a fractured reputation for Council within the community.	Medium	Adoption of revised policy	Low	Within existing resources
Image/Reputation There is a reputational risk of community confusion regarding the application and assessment process of Community Gardens on Council land which may lead to poor uptake of community garden sites.	Medium	Adoption of revised policy	Low	Within existing resources

COMMUNITY GARDENS POLICY REVIEW (Cont.)

Assets There is a risk of unclear policy which may lead to community groups gardening on Council land without approval.	Low	Adoption of revised policy	Low	Within existing resources
Assets There remains a risk of community gardens being abandoned which may lead to Council absorbing the cost of land restoration for these sites.	Low	The licence agreement encourages formal ownership of the community garden site. Routine site checks will be completed by the Community Planning team in collaboration with Recreation Works to identify gardens not being suitably cared for. The costings table above illustrates that the cost to return any site to its original condition.	Low	Within existing resources. Note: contingencies may need to be considered in future budget for restoration of abandoned sites.

Policy and Finance Committee

COMMUNITY GARDENS POLICY REVIEW

Community Gardens Policy

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 8

Community Gardens Policy

Date Adopted: TBC

Version: 3.0

Policy Objectives

The objectives of this policy are:

- To provide transparency regarding the processing of community garden enquiries.
- To promote the establishment and maintenance of community gardens in the Maitland Local Government Area (LGA).
- To provide expectations and requirements for all stakeholders involved in the establishment of community gardens including site selection, public liability, approval process, tenure agreements and ongoing maintenance of sites.
- To support community members with the process of establishing community gardens.
- To increase the number of community gardens across the Maitland region.

Policy Scope

This policy applies to staff involved in the decision-making process for granting Council owned land or Crown land under Council management for the use of community gardens. It also serves as a guide to community groups wishing to apply to develop a community garden.

Policy Statement

1. Background

Community gardens are unique forms of public open space, managed by the community primarily to produce food. Community gardens provide opportunity for community cohesion, sustainable living and growth, and promote the positive use of recreational spaces. These gardens also provide a secondary food network that works to complement traditional food networks.

2. What are the benefits of a community garden?

Community gardens are beneficial to Council, the environment, and the local community. Community gardens:

- Build stronger communities through promoting community connection and cohesion
- Increase access to fresh food for local residents
- Increase neighbourhood pride and sense of ownership over open spaces

COMMUNITY GARDENS POLICY REVIEW (Cont.)

- Build the community's connection with nature
- Benefit the mental and physical health of individuals
- Activate open spaces that are under-utilised
- Promote sustainable living
- Provide a space for learning new skills

3. What is Council's role?

Council is responsible for approving the development of community gardens on Council owned land or Crown land under Council management. Additionally, Council aims to support community members establishing community gardens, through:

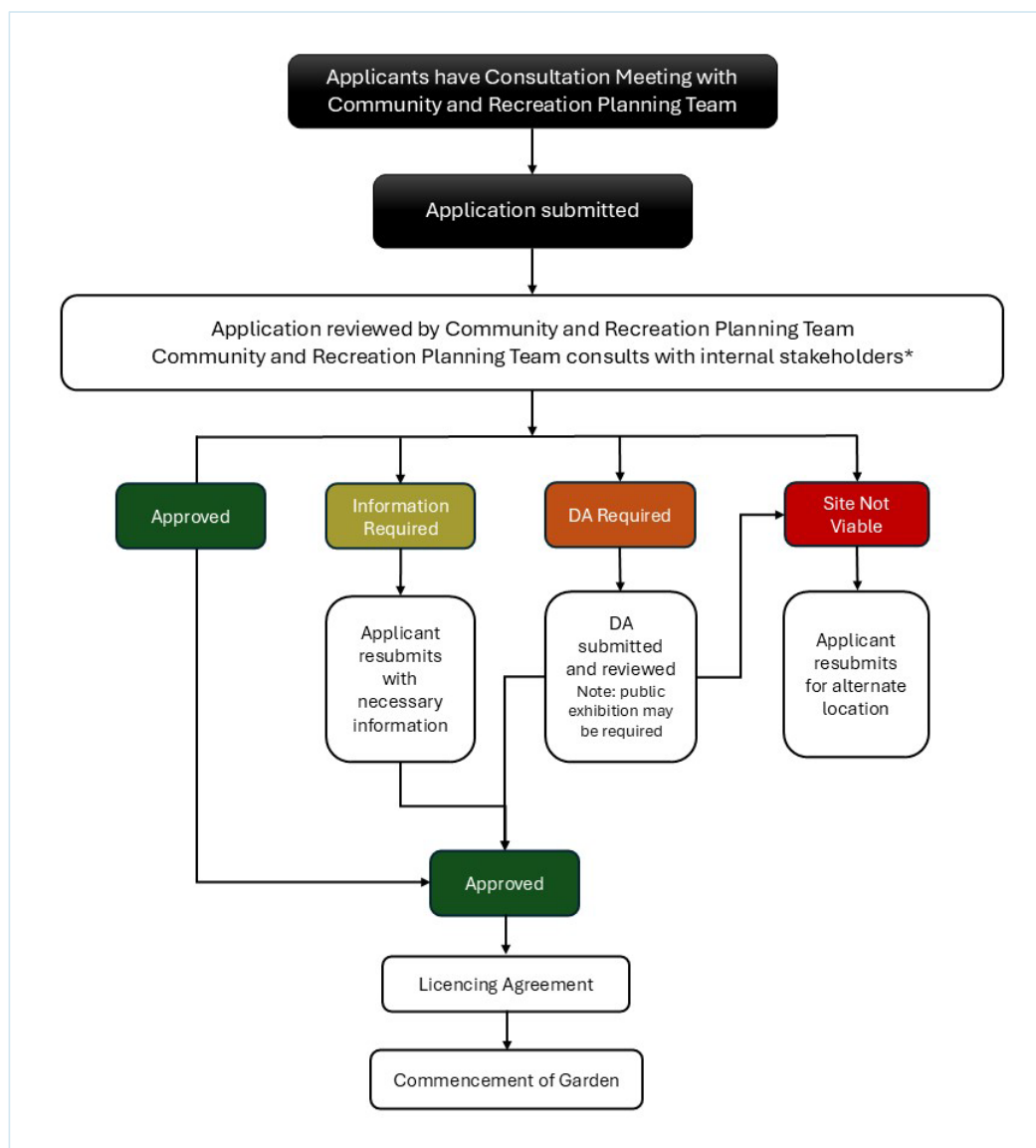
- Providing clear expectations and requirements surrounding the establishment and ongoing maintenance of community gardens by community groups
- Pre-identifying potential sites for community gardens
- Providing support to community members working through the community garden application process including the Development Application (DA) process (where a DA is required)
- Providing advice on garden Management Plans and Risk Assessments
- Assessing applications
- Executing licence agreement
- Providing access to resources and educational workshops or demonstrations related to community garden activities such as planting, composting and other environmental topics
- Promoting community gardens on our website and media
- Encouraging community garden groups to apply for grants
- Reviewing established community gardens in accordance with this policy and liaising with groups to ensure continued compliance
- Reviewing and recommending updates to this policy as and when needed

4. Community Garden Framework

Maitland City Council will pre-identify a number of locations for Community Gardens across the Maitland region. The pre-identified sites will be assessed against the "site considerations" (Section 5 below). There is opportunity for the community to express interest in other sites to be considered as community garden locations, however the applicant will need to provide evidence as to why the site is suitable (including an assessment of the site in line with the "site considerations" below).

The diagram below outlines the process for establishing a community garden, for both pre-identified and community identified sites.

COMMUNITY GARDENS POLICY REVIEW (Cont.)



*Key internal stakeholders comprised of: Community and Recreation, Recreation Works, Environment, Planning, and/or any other relevant internal groups dependent on the specific site

COMMUNITY GARDENS POLICY REVIEW (Cont.)

5. Community Garden Site Selection Criteria Considerations

The following table provides criteria to be used when considering potential sites for the establishment of a community garden on council owned or managed land.

COMMUNITY GARDEN SITE SELECTION CRITERIA CONSIDERATIONS	
Location	The site of the proposed community garden should be reasonably flat, and applicants must have landowners' consent before developing a community garden. Community land is the preferred option for community gardens.
Safety	Sites should have no major safety or health concerns
Accessibility	Sites should be accessible for a range of user groups including for people with a disability. Sites should also be easily accessible for maintenance and delivery of materials. Where a DA is required, specific accessibility considerations will need to be addressed as identified in the DA documentation.
Sunshine	Sites need to be suitable for growing vegetables and receive full or partial sunlight.
Size	There are no set size stipulations for community gardens however sites will need to accommodate for basic garden facilities. Sites will be assessed on a site-by-site basis and size limits may be required depending on the location.
Water	Sites with easy access to water or buildings nearby from which rainwater can be collected are preferred.
Soil Contamination	Sites may need to be checked to ensure there is no soil contamination.
Other Considerations	Community Garden sites will need to ensure they do not compromise public space accessibility and any of the current or planned functional requirements/uses of public land or have a significant detrimental impact on neighbouring land uses.

6. Assessment of Community Gardens Development Applications

- 6.1 An initial Application shall be evaluated by Council officers to ensure the applicant meets the initial criteria before being invited to complete a Development Application (if/where required).
- 6.2 Information to assist with completing and submitting the DA shall be provided by Council officers.
- 6.3 Key internal stakeholders from Community and Recreation, Recreation Works, Environment, Planning, and/or any other relevant internal groups shall give advice on the appropriateness of DAs to establish Community Gardens on Council land.

COMMUNITY GARDENS POLICY REVIEW (Cont.)

7. Restricted Activities and Considerations for Community Gardens on Council Land

- 7.1 Community gardens which are developed on Council land shall not be used for commercial activities. Any proceeds made from produce sales are to be returned to the community garden fund.
- 7.2 Pesticides and chemicals are not to be used on community gardens built on Council land unless written Council approval for the use of organic pesticides, herbicides or fungicides has been sought.
- 7.3 To protect our natural environments and uphold our commitments to biodiversity and sustainability, planting weeds or other inappropriate plants is not permitted on Council land. Please see the Community Gardens guidelines for information about banned plants.
- 7.4 The keeping of animals in community gardens, including chickens, ducks or bees, is not permitted.
- 7.5 Community Gardens must have the support of the local community evidenced through a community consultation process, consisting of the support of at least 5 residents committed to supporting the garden.
- 7.6 Breaches of this policy may result in an investigation of the alleged breach in line with relevant Council policies. Any alleged criminal offence or allegation of corrupt conduct will be referred to the relevant external agency.

8. Community Garden Agreement

Once the application, including Management Plan, Risk Assessment and DA (if/where required) have been approved, Council and the applicant will enter into a licence agreement

Areas to be negotiated will include but not be limited to:

- Payment of water and power bills
- Ongoing maintenance of the land
- Permissible infrastructure and activities
- Return of land to its original condition if the community garden group disbands.

Community garden groups that have a licence with Council are responsible for:

- Developing and maintaining community gardens in accordance with their licence or deed, this policy, and the Community Gardens Guidelines

Policy Definitions

Community Garden: a not-for-profit community-based enterprise which produces food primarily for the consumption of the gardeners.

Pesticide: all substances or mixtures used for destroying or preventing infestations of plants, destroying, or preventing pests associated with plants, destroying any other insect or animal pests.

COMMUNITY GARDENS POLICY REVIEW (Cont.)

Development Application (DA): A formal application to Council for development that requires consent under the NSW Environmental Planning and Assessment Act 1979. The application requires owners consent, a site plan, a Statement of Environmental Effects and depending on the scope of works supporting technical reports.

Management Plan: a planning tool which outlines the practical procedures by which the garden will be developed and organised.

Pre-Identified Site: A location within Maitland's Local Government Area that has been assessed by the Community and Recreation Team alongside internal stakeholders and determined to be a potentially suitable site for a community garden.

Licence Agreement: a formal agreement between the community garden working group and Maitland City Council which outlines agreed conditions for the use of Council land, including payment of bills, maintenance of land and boundaries, permissible infrastructure and any other negotiated conditions.

Policy Administration

Business Group:	Community and Recreation
Responsible Officer:	Coordinator Community and Recreation Planning
Council Reference:	Ordinary Council Meeting 25 November 2014 – Item 10.3
Policy Review Date:	Three (3) years from date of adoption
File Number:	35/11
Relevant Legislation	Local Government Act 1993 (NSW) Local Government (General) regulation 2005 (NSW) Privacy Act 1988 Environmental Planning and Assessment Act 1979 (NSW)
Related Documents	Code of Conduct Community Gardens Guidelines Community Gardens Risk Assessment Template Community Gardens Application Form (online)

Policy History

VERSION	DATE APPROVED	DESCRIPTION OF CHANGES
1.0	25/11/2014	New policy adopted

COMMUNITY GARDENS POLICY REVIEW (Cont.)

2.0	2022	Policy reviewed and changes adopted
3.0	2024	Policy reviewed

Appendix A: List of Proposed Pre-identified Community Gardens Sites

List of Proposed Pre-identified Community Gardens Sites

The following sites have been pre-identified by Council as appropriate locations for Community Gardens. This is a preliminary list and other sites will be added if and when they are deemed suitable.

Note: individual plot boundaries within these sites will need to be negotiated in consultation with internal stakeholders.

	SUBURB	ADDRESS/LOT NUMBER
1	Bolwarra Heights	Alyce Close (Lot no 25 DP853643)
2	East Maitland	3 Fern Place (Lot no 77 DP247251)
3	East Maitland	Centennial Park, Hinder Street (Lot no 92 DP826116)
4	East Maitland	Garnett Road, front of East Maitland Library (Lot no 10 DP1083841)
5	East Maitland	Eckford Reserve, Mawson Avenue (Lot no 25 DP30613)
6	Gillieston Heights	Joseph Maxwell VC Park , Scenic Drive (Lot no 522 DP1162824)
7	Gillieston Heights	Gillieston Heights Playground, Redwood Drive (Lot no 2 DP1220061)
8	Largs	Corner Church St and Dunmore Road (Lot no 2 DP1125696)
9	Woodberry	Bristol Street Park, Bristol Street (Lot no 139 DP240061)

Policy and Finance Committee

COMMUNITY GARDENS POLICY REVIEW

Community Gardens Guidelines

Meeting Date: 26 November 2024

Attachment No: 2

Number of Pages: 25



Community Gardens Guidelines

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CITY COUNCIL



ACKNOWLEDGEMENT OF COUNTRY

Maitland City Council acknowledges the Wonnarua People as the Traditional Owners and Custodians of the lands within the Maitland Local Government Area. Council pays respect to all Aboriginal Elders, past, present and future with a spiritual connection to these lands.

CONTENTS

INTRODUCTION	1
1. STARTING A COMMUNITY GARDEN	1
a) Consulting your local community and forming a community garden group	1
b) Assessing and identifying a site location	3
c) When is a DA required?	5
d) Choosing the gardening methods and design	5
e) Funding your community garden	7
f) Community Garden Checklist	10
g) Council's role	12
2. MANAGING A COMMUNITY GARDEN	14
a) Managing garden infrastructure	14
b) Garden administration	15
c) Management Plan	16
d) Your ongoing relationship with Council	17
3. READY TO APPLY?	18
a) Preparing for your consultation meeting	18
b) Lodging your application	18
c) Application Assessment	19
d) Who to contact	19
APPENDIX A	20



INTRODUCTION

Maitland City Council defines a community garden as ‘a not for profit community based enterprise which produces food primarily for the consumption of the gardeners.’

Maitland City Council promotes and encourages community gardens across the Maitland region. These guidelines and the attached application form, alongside the Community Gardens Policy, contain everything you need to know and do to establish a community garden in Maitland.

Maitland City Council will have a suite of potential pre-identified community garden sites that the community can apply for. Alternatively, you are welcome to enquire about a site that has not been listed but may be suitable for a community garden.

Please read the guidelines carefully to ensure your application has the best chance of success.

1. STARTING A COMMUNITY GARDEN

The most successful community garden projects are those where the initiating group takes the time to undertake a detailed process of planning and design. Therefore, the first part of this guide looks closely at the various aspects of project planning applicable to community gardens.

a) Consulting your local community and forming a community garden group

A community garden should be wanted and engaged with by the local community surrounding the garden. The benefits of having community buy in include a manageable workload and long term sustainability of the garden with shared satisfaction in the final product.

COMMUNITY GARDENS POLICY REVIEW (Cont.)

Promoting the proposal

You should inform as many people as possible that you are planning to establish a community garden in the neighbourhood. This includes local businesses and cafes as well as residents, community centres, schools and religious groups. A great way to generate awareness of the project is by holding a community meeting on the site if possible. This will allow you to get a sense of local support (or concerns) and recruit members to your group.

Setting up a working group

A community garden is built on a sense of community and typically cannot succeed with the enthusiasm of just one or two people. Forming a working group of community members with a range of skills and experience is the first step in establishing the groundwork for your garden. You are required to have evidence of the support of five (5) community members for your application to be considered. These members can form the base of your community garden working group.

Council recommends the development of a motivated and engaged working group, as consistent contact between Council and the working group is required, as well as the requirement of a bond for the establishment of a community garden. The establishment of a working group reduces the responsibilities of individuals needing to both manage a garden and liaise with the Council, as well as reducing the financial burden on any one person.

Recruiting additional group members / volunteers

Below are a few suggestions on how you may build your membership / volunteer base:

- Holding a public meeting.
- Creating flyers and / or posters for a letter box drop.

- Newspaper advertisements.
- Participate and engage with local Landcare groups.
- Create a social media page e.g. a Facebook page or group.

Please note, the Community Garden Application Form requires working groups to be an incorporated association and / or auspiced by an incorporated association.

Developing community partnerships

Many successful community gardens have developed strong supportive partnerships with other community groups, businesses and organisations in their local area. This can be a source of valuable resources, collaborative projects and ideas. Having links with other community gardens can provide knowledge, experience and advice, while partnering with groups such as a migrant resource centre can provide opportunities for participation by individuals who may find integration within the community difficult.



WHAT IS AN INCORPORATED ASSOCIATION?

An incorporated association is one which is incorporated under state or territory law and is often a not for profit. Incorporated associations are established to create a legal entity separate from its individual members, providing a level of security for individuals working or volunteering with the incorporated group.

WHAT IS AN AUSPICE ASSOCIATION?

An auspicing association is an incorporated association that agrees to manage the community garden's legal responsibilities, funding agreements and relevant documentation on behalf of the community garden group.

Examples:

- Established garden club
- Neighbourhood centre
- Landcare group
- Parent associations at local school
- Primary or secondary school
- Early childhood service

WHAT ARE THE BENEFITS OF AN AUSPICE ASSOCIATION?

Working with an auspice association will allow garden groups to qualify for grant funding opportunities without needing to go through the process of applying for and developing an incorporated body which can be a time consuming process.

b) Assessing and identifying a site location

When identifying a site, a detailed site assessment of the proposed location is required to ensure it is fit for purpose and to identify risks, opportunities and possible threats to the project. With a clear understanding of the site, the group will have a good foundation for success. If you or your group are proposing a community garden on a site that has NOT been pre-identified by Maitland City Council, you / your group will need to undertake a complete site assessment, which can be found on page 20.

Community garden requests on privately owned land

Maitland City Council is not responsible for managing private land. We invite community garden groups on private land to use these resources as a guide for your own group development.

Finding a site on Council owned Land

We can help you to identify and find a suitable location on Council owned land. We recommend you review the community garden sites that have been pre-identified by Maitland City Council. If you identify a location that has not been listed as a suitable location by Council, please contact the Community Planner to plan a site assessment.

Sites on Crown Land under Council management

We are happy to accept applications for community-identified sites on Crown Land, however it should be noted that consultation requirements for Crown Land sites can be lengthy and may delay the application process.

If you are unsure who owns the land at your proposed community garden site, please contact
community.team@maitland.nsw.gov.au

COMMUNITY GARDENS POLICY REVIEW (Cont.)

Further site considerations

When finding a site for a community garden, the following should be considered:

What community groups and businesses are nearby that might support / partner or object to the project? Consider religious groups, schools, childcare centres, community or aged care facilities, environmental groups, restaurants, chambers of commerce, garden stores and nurseries etc.

Who lives nearby? What are their age groups? What are the employment levels? What are people's cultural and linguistic backgrounds?

Consider Crime Prevention Through Environmental Design (CPTED) principles such as access control, territorial reinforcement, surveillance and visibility etc. NSW Police outline these considerations in their **Safer By Design** online resource.

Accessibility

Community gardens sites should be accessible, safe and inclusive for all community members. Some considerations may include, but are not limited to, access to and around garden beds. Please consider the following questions when planning for accessibility:

- Will spacing between beds be wide enough for a pram, wheelchair or walking aid?
- Can the centre of the beds be easily accessed from the edges?
- Are beds raised and at an accessible height for various users?
- Will the pathway be an accessible surface material for wheelchair users?

To ensure the community garden plan meets accessibility requirements and expectations, review **Maitland City Council's Disability and Inclusion Action Plan (DIAP)**.



COMMUNITY GARDENS POLICY REVIEW (Cont.)

c) When is a DA (Development Application) required?

Every potential site is different, meaning whether a DA is required will need to be assessed on a case-by-case basis. Council staff will support you through the process of determining whether a DA is required for your proposed Community Garden. In general, if you are applying for one of Council's pre-identified sites the likelihood of needing a DA is lower as these sites have already been through preliminary assessment by Council staff.

Keep in mind that the design of your garden will also influence whether you need to apply for a DA. Some works and structures may not need development consent if they meet specific criteria under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. These include:

- Garden sheds, fences
- Landscaping structures, pathways and paving;
- Rainwater tanks, water storage containers;
- Water features and ponds

Note: depending on you the specifics of your garden proposal, you may not need a DA, but Council may need to conduct a Review of Environmental Factors (REF).

Council staff can help applicants find out whether a proposed development is permissible or whether an REF or DA is required. This can be discussed during your consultation meeting. It is important to consider and research the features you wish to include in your garden design prior to submitting your application, as including structures that require a DA will impact your group's budget and the length of the application process.

d) Choosing the gardening methods and design

It is useful to obtain professional guidance in the design of proposed community gardens, maintaining a participatory process through a series of meetings and design workshops.

There are several design options for community gardens, it is important to consider the skill level in the garden committee and ease of use for the community.

In particular, the characteristics below are worth bearing in mind to help your group design ideas for your garden:

- **Aesthetics** – Think about how the broader community will see the garden. The overall look of the garden is important, not only for attracting new members but for ensuring good relations with your neighbours and the landowner.
- **Benefits for individuals** – A garden designed to engage the senses will be a place where people want to be. It will also enable your garden to include a wider cross section of the community including children and people with a disability. Try to include scented plants, colour, public art and auditory elements such as wind chimes.
- **Low waste** – Maximise the opportunities for onsite management of organic waste generated by the garden, specifically compost and worm farming systems, as well as, potentially, organic waste materials produced by the surrounding community.
- **Integrated soil fertility management** – Aim to grow the biomass (organic material) you need for mulch and composting onsite, incorporate legume species that both produce biomass and fix nitrogen (an essential plant nutrient) in the soil for other plants to utilise and design in crop rotation. Crop rotation moves different plants through the garden beds

COMMUNITY GARDENS POLICY REVIEW (Cont.)

in sequence so as not to exhaust the soil of nutrients and to help in the management of plant diseases.

- **Sustainability** – Use recycled and local materials in construction, avoid importing soils and other inputs and grow a variety of plants that can be used.
- **Introduction of trees to garden** – Trees that are planted in the garden will need to comply with Council's policies on appropriate species of trees and they will be required to be planted in pots or self contained planter boxes.
- **Water management** – Maximise opportunities for water harvesting and passive irrigation, while reducing run off to the stormwater system. On sloped sites, use swales, terraces or beds that run along the contour of the slope to catch water.
- **Pest management and biodiversity** – Consider a range of plants that provide habitat for small birds, frogs, lizards and predatory insects. You could include sources of water such as ponds and bird baths.
- **Cultural diversity** – Include the plants and cultural traditions of the various cultural groups who make up your neighbourhood. Invite these communities to participate in the design process.
- **Accessibility** – Think about those with limited mobility. Raised beds should be incorporated where possible, pathways made wide enough for prams and wheelchairs to pass and beds made narrow enough for gardeners to reach the centre without strain. Even if gardeners with limited mobility do not join the garden immediately, the beds will still be more comfortable for all gardeners to use.
- **Safety** – Maintain clear lines of sight. Incorporate seating to encourage people to spend time in the garden and avoid creating enclosed or hidden spaces. Bearing safety in mind, spaces may still be created for people seeking solitude, for

meeting with one or two others or to create a sense of intrigue in a garden that unfolds as you move along a twisting path.

- **Education** – Think about how groups will be accommodated. Design outdoor learning areas and paths with nodes that allow a group to pause for discussion. Create opportunities for experiential learning, demonstration and practical small group activities

Impact on Existing Trees and Facilities

Depending on the site you choose, your garden may be situated alongside other public facilities such as play spaces, kick-about spaces, and picnic areas. If your application is approved, your licence agreement will include a map which indicates the borders of your community garden site. All garden activities must remain within this boundary and should also ensure that:

- Existing trees are preserved and not removed for the new garden,
- Existing recreational facilities are not impacted, and the public freely able to access shared spaces

Banned Plants

To protect our natural environments and uphold our commitments to biodiversity and sustainability, there are several plants which cannot be planted in a community garden. See the below resources for information about banned plants.

NSW Government Department of Communities and Justice – List of Banned Plant Species

NSW Government Department of Primary Industries – List of Weeds

COMMUNITY GARDENS POLICY REVIEW (Cont.)

e) Funding your community garden

Once you have a vision for your garden and a plan for implementing that vision, you will need to develop a budget and consider where you will obtain the necessary financial resources.

In kind support (such as donations from local businesses), reusing 'waste' resources, and applying for grants or sponsorship with local garden centres are some of the ways community garden working groups have resourced their projects.

The requirements of each unique garden will vary, but most gardeners will need to consider the following:

- Ongoing cost of water and electricity to site
- Public liability insurance to the cover of (minimum and subject based on proposal) \$20 million
- Other insurances (including property insurance and personal accident insurance)
- Costs associated with a DA (if required)
- Costs of involving the community (e.g. producing promotional material, mail outs, local advertising and venues for meetings)
- Construction materials (e.g. termite free recycled sleepers or bricks)
- Organic material for no dig bed construction
- Tools and equipment (e.g. hand tools, wheelbarrows, watering cans, hoses and propagation supplies)
- Ongoing costs of tool or infrastructure maintenance and repair
- Irrigation equipment
- A lockable toolshed
- Rainwater tanks, including costs of fittings and professional installation

- A small selection of books as a resource for the group and
- Possibility of permanent or casual staff, such as a coordinator or design consultant.

Please note, the infrastructure mentioned above are suggestions only, and may not be approved for the site, depending on Council requirements.



COMMUNITY GARDENS POLICY REVIEW (Cont.)

There are many ways community gardeners can fund their project, depending on its scale and focus. Plan your fund raising efforts carefully, ensuring that the money raised is worth the time and energy expended. Successful ways that community gardeners have raised funds include:

- **Events** – open days, celebrations, festivals and markets can all attract a donation for entry as well as income from the sale of plants and other products. You may also attract new members this way.
- **Annual plot and membership fees** – a consistent income stream that is enhanced by incentives such as a library, newsletter or free workshops.
- **Visitor donation box** – decorate it to attract attention.
- **Educational tours** – community groups, schools, TAFE and university courses may pay to visit a well developed site that demonstrates key sustainability principles.
- **Courses and workshops** – this can be a significant source of income in a well designed and developed garden with appropriate facilities.
- **Sausage sizzle or café** – on market days and events, food and drinks always sell well.
- **Products** – recipe books, jams and preserves, craft items, heritage seeds, guidebooks... there are many options here.
- **Grant funding** – Community gardens provide a diverse range of social and environmental benefits, so they are eligible for a wide variety of local, state and federal government grants. Visit ourcommunity.com.au, nsw.gov.au/grants-and-funding and Council's Grant Hub grantguru.com/au/maitland for further information on obtaining grants. Council also administers a **Bi-Annual Community Grants Program** which provides financial support on a yearly basis to local not for

profit community groups to provide initiatives that benefit Maitland residents.

Ensure your working group has adequate policies and processes in place for raising funds and managing funds appropriately.

Please note, approval for some of the above (such as sausage sizzles) may be subject to Council discretion.

Reuse and in-kind support

Community gardeners are traditionally very skilful at turning waste into resources, as using recycled materials makes both financial and environmental sense. Your working group might investigate the following:

- Lawn clipping for composting from local mowers and landscapers
- Animal manure from a local racetrack or horse stables
- Food waste from restaurants, fruit and vegetable shops and residents
- Woodchips donations from a local street tree lopping contractor
- Plant cuttings and heritage seed varieties from other community gardens or neighbours. Once your project is up and running you can reciprocate
- Contact the local Men's Shed to see if they can assist with construction of garden furniture
- Out of date or root bound plant stock from local nurseries and
- Recycled building materials from local demolition businesses.

Local businesses may be happy to negotiate ongoing discounts, donations, or sponsorship of the project in exchange for publicity in your newsletter, project signage or promotional material.



COMMUNITY GARDENS POLICY REVIEW (Cont.)

f) Community Garden Checklist

The following community garden checklist has been developed to highlight some of the considerations in establishing a community garden and your group's vision. It will also assist in the completion of your community garden management plan.

What is the purpose of the community garden?

- ☐ To build stronger communities through community connection
- ☐ To learn and share knowledge and skills
- ☐ To provide food security through increasing access to fresh food
- ☐ To promote sustainable living
- ☐ To increase neighbourhood pride
- ☐ To build connection with nature

How many gardeners can participate?

- ☐ 5
- ☐ 10 or under
- ☐ 15 or under
- ☐ 20 or under
- ☐ 25 or under
- ☐ 30 or under
- ☐ 30+

**Will the gardeners offer public workshops?
E.g. composting workshops**

- ☐ Yes
- ☐ No
- ☐ Not sure yet

Will the garden be open to use and/or visit by community colleges, schools, childcare, and other educational bodies?

- ☐ Yes
- ☐ No
- ☐ Not sure yet

What type of social will be used and where does it come from?

*Virgin excavated natural material or ENM is required, so ensure no waste products or soil of questionable origin and quality is introduced into the environment.

What types of plants will be grown?

- ☐ Vegetables
- ☐ Herbs
- ☐ Native or Indigenous plants (native = originating in Australia, Indigenous = originating in region)
- ☐ Berry fruit shrubs
- ☐ Flowers
- ☐ Bush food/bush tucker
- ☐ Water crops
- ☐ Various fruits
- ☐ Fruit or nut trees

COMMUNITY GARDENS POLICY REVIEW (Cont.)

What features will the garden have? Note: no shipping containers will be permissible

- ☐ Raised Garden Beds
- ☐ Accessible Pathways
- ☐ Public Art
- ☐ Nursery or greenhouse for plant propagation
- ☐ Water taps
- ☐ Wheelchair accessible garden beds
- ☐ Open water with a depth of 30cm or greater
- ☐ Rainwater tanks
- ☐ Compost
- ☐ Barbeque area for food preparation
- ☐ Shaded seating areas
- ☐ Lockable tool shed
- ☐ Worm farm
- ☐ Educational signage

What training will the group need?

- ☐ Seed saving
- ☐ Composting
- ☐ Pest management
- ☐ Worm farming
- ☐ Applying for grants
- ☐ Native habitation
- ☐ Developing a planting calendar
- ☐ Irrigation
- ☐ Construction
- ☐ Crop rotation
- ☐ Conflict resolution
- ☐ Group management



COMMUNITY GARDENS POLICY REVIEW (Cont.)

g) Council's role

Council is responsible for approving the development of community gardens on Council owned land or Crown Land under Council management. Maitland City Council aims to make the community garden process simple, and we have kickstarted the process by pre-identifying sites across the region. However, there are still steps a community working group needs to take to have a successful community garden. Council aims to support community members establishing community gardens through:

- Providing clear expectations and requirements surrounding the establishment and ongoing maintenance of community gardens by community working groups.
- Pre-identifying potential sites for community gardens.
- Providing support to community members working through the application process including the Development Application (DA) process (where a DA is required, should it be identified after a Review of Environmental Factors, (REF), has been completed).
- Providing access to resources and educational workshops or demonstrations related to community garden activities such as planting, composting and other environmental topics.
- Promoting community gardens on our website and social media.
- Encouraging community garden working groups to apply for grants and providing grant writing tips.
- Council is not able to include a community garden function into its existing insurance program and will be unable to provide insurance for individual community gardens.

Consultation Meeting

After you have found a garden site and established your working group, you will be invited to participate in a consultation meeting. During this meeting, a Council officer will support you through the application process and review the following documents before submission:

- Community Garden Application Form
- Community Garden Management Plan
- Any additional planning instruments such as a Review of Environmental Factors (REF) or a Development Application (DA), if required
- Community Gardens Risk Assessment

We will explain in detail our internal assessment and public consultation process.

To book a consultation meeting with us, please phone 02 4934 9700 or email community.team@maitland.nsw.gov.au



COMMUNITY GARDENS POLICY REVIEW (Cont.)



COMMUNITY GARDENS POLICY REVIEW (Cont.)

2. MANAGING A COMMUNITY GARDEN**a) Managing garden infrastructure****Use of organic pesticides**

Community gardens should be chemical free. This can be achieved through various methods including:

- Growing seasonal crops
- Crop rotation
- Companion planting for pest management e.g. marjoram and oregano to reduce white cabbage butterflies.

Pesticides and chemicals are not to be used on community gardens on Council land unless written Council approval for the use of organic pesticides, herbicides or fungicides has been granted.

Communal Area

One way of ensuring communal areas are maintained is to stipulate all members attend a monthly working day or participate in a working group. Maintaining the garden in an attractive, safe and functional state is an important aspect of being a responsible neighbour. It will also make the garden appealing to visitors, attracting new members, and highlighting the aesthetic and practical aspects of sustainable gardening.

Several tools can assist in the smooth functioning of garden maintenance systems including:

- Rosters for specific tasks, e.g. turning compost
- Logbook for recording specific tasks undertaken – this shows clearly who is doing the work
- Allocation of specific roles and responsibilities with corresponding incentives where appropriate, e.g. green waste coordinator

- Workgroups for specific tasks, e.g. communal area maintenance and
- Regular workdays accompanied by social activities and shared meals.



COMMUNITY GARDENS POLICY REVIEW (Cont.)

b) Garden administration

The development of systems for the management of each aspect of your project is essential. These systems include developing policies and procedures for managing community participation, maintenance, administration, ongoing infrastructure development and garden safety. Although this takes time, it can be instrumental in the success or failure of your project.

Administrative systems

Unfortunately, community garden projects aren't just about gardening. There are a few crucial administrative matters that will need to be attended to. These include:

- **Keeping records** – Maintain records of member numbers, volunteer hours, the demographics of those involved, contact details (this could be done with a notebook or on a spreadsheet). A daily sign-in sheet is required to keep a record of who is on site at any given time. Keep service records for all mechanical and power tools, as well as training records for any equipment. Regularly take photographs of the project's progress and noteworthy events for use in promotional material and grant applications.
- **Handling money** – Community Garden projects must abide by many of the same laws regarding management of money as a small business. If you are selling a product, acquire an Australian Business Number (ABN) through the Australian Taxation Office. Always include your ABN on receipts you issue, e.g. for membership fees or plant sales. Conversely, always obtain a receipt for anything you purchase. This is especially important if you are spending money from a grant that will need to be reported to a funding body. Keep careful records of all income and expenditure to avoid confusion later.

c) Health, safety and risk management

On-site safety should include a first aid kit, documented health and safety procedures, and inductions to the garden. Conduct a thorough risk assessment with considerations to:

- Poisonous or potentially allergenic plants
- Trip hazards
- Sharp or dangerous edges
- Personal Protective Equipment (e.g. sunscreen, gardening gloves, enclosed shoes, hats)
- Manual handling and heavy loads including the use of wheelbarrows
- Safe Work Method Statements (SWMS)
- Evacuation plans
- Access to water
- Use of sharp or dangerous tools
- Storage and use of materials, soils, and manures
- Dangerous materials, (e.g. barbed wire) and
- Poisons and pesticides (and safe handling of these)

Other Insurances

You may also want to consider other insurances that cannot be covered by Public Liability Insurance. These include:

- Personal Accident (Volunteer) Insurance for group members (not covered by Public Liability Insurance)
- Motor vehicle Insurance. This will vary depending on your site, but you will need to keep a record of motor vehicle insurances for any vehicle which enters the boundaries of your approved site. This may include group members, other volunteers or contractors. An example

COMMUNITY GARDENS POLICY REVIEW (Cont.)

could be keeping a record of motor vehicle insurances if using a group member's vehicle to transport bulky materials onto the site.

- Property insurance for any structures (e.g. toolsheds, water tanks) and tools or equipment (e.g. power tools, lawn mower)

Engaging with Contractors

If you engage contractors during the set-up of your garden, you will also need to obtain and keep records of their insurances, including the contractor's public liability insurance and motor vehicle insurance. You should consider if you need to engage contractors during the development of your concept design and include any contracted services in your Risk Assessment.



c) Management Plan

Developing a management plan for your garden will help clarify the practical procedures by which the garden will be developed and organised. A management plan also demonstrates to Council and to funding bodies that an appropriate level of thought and research has been undertaken before implementing the project.

The management plan should include the following:

- Statement of purpose, aims and objectives, and long term vision for the garden
- Proposed management structure
- Proposed induction process for volunteers
- Proposed risk management framework and completed risk management plan
- Provision for public liability insurance
- Proposed decision making framework and conflict resolution processes
- Proposed policy regarding sustainable land management including management of soil, water, energy, organic and non-organic waste, biodiversity and building materials
- Proposed policy regarding access, equity and membership
- Proposed policy for the allocation and management of plot gardens
- Proposed funding model, e.g. membership fees, fundraising, grants
- Proposed policy regarding drugs and alcohol, including smoking onsite
- Any potential partnerships the group envisages, e.g. with local schools
- Contact details for project coordinators
- Considerations of accessibility including proximity to public transport and amenities.

Please note, this is not a 'Plan of Management'.

d) Your ongoing relationship with Council**Licence agreement**

The licence agreement is an agreement between the community garden working group and Maitland City Council which outlines agreements regarding payment of bills, maintenance of land and boundaries, what infrastructure is not permissible as well as other considerations. The licence agreement will be different for each group as sites will differ (e.g. site boundaries, structures that will be allowed on site, etc.) and as such the agreement will be negotiated between Council and the community garden group during the application process.

Public liability insurance

Community gardens must be covered by public liability insurance (\$20 million minimum), either by obtaining a policy of their own or through becoming auspiced by another organisation who holds adequate public liability insurance. Insurance protects both the garden and the landowner against charges made against them if a visitor or volunteer is hurt or injured.

It's a good idea to talk to other community gardens about insurance. Ask them what kind of cover they have, how much it costs and what level of service the company provides. Community gardens are a unique land use that does not fit easily into established insurance categories. This can lead to significant variations in the cost of premiums, so shop around.

Make sure you review your insurance every year, as progress and changes to your project, such as employment of staff, increasing numbers of volunteers, changes to activities and investment in equipment, could change your requirements and/or premium costs.

You will need to provide your Certificate of Currency to the Council each time you renew or update your Public Liability Insurance (typically annually).

Educational Workshops

Council regularly runs Greening events including periodic educational workshops on living a more environmentally sustainable life, covering topics such as backyard gardening, waste management, stormwater management, energy and water use, and planting native vegetation. Council will work with established garden groups to circulate information about relevant educational workshops.

Grant Opportunities

The Community and Recreation team at Council will continue to advise established garden groups of relevant grant opportunities as they arise. We may also be able to provide a letter of support (where appropriate) to assist groups in pursuing external funding sources.

3. READY TO APPLY?

a) Preparing for your consultation meeting

Fantastic! After you have found a garden site and established your working group, you will be invited to participate in a consultation meeting with Council staff. During this meeting, a Council officer will support you through the application process and provide preliminary guidance on your application.

We suggest you come to the consultation meeting prepared with the documentation listed below. The more details you can provide during the consultation meeting, the better Council staff will be able to guide you through the application process.

Please come to your consultation meeting with well-developed drafts of the following:

- Your Community Garden Application Form
- Your Community Garden Management Plan
- Your Community Gardens Risk Assessment
- A basic concept plan of the proposed garden design showing entry points, pathways, and garden areas (this can be hand drawn). Your plan should also include any proposed structures such as fences or toolsheds to help us determine if a DA is required.
- If you are enquiring about a site that is not pre-identified by Council, you will need to complete a site assessment (found in APPENDIX A).

b) Lodging your application

Following your consultation meeting address any feedback given by Council staff. Once completed you can lodge your application and supporting documentation via:

- Email
community.team@maitland.nsw.gov.au
- Post to Manager Community and Recreation Planning, Maitland City Council, PO Box 220, Maitland, NSW 2320
- In person at Maitland Administration Centre offices, 263 High Street, Maitland NSW 2320

Application Checklist

- ☐ Have a consultation meeting with Council
- ☐ Complete Community Gardens Application Form
- ☐ Complete Management Plan
- ☐ Attach a copy of Incorporation Certification, or letter of support from auspicing association
- ☐ Attach a copy of Public Liability Insurance
- ☐ Attach a Risk Assessment
- ☐ Attach any letters of support (optional)
- ☐ Attach a basic concept plan of the proposed garden design showing entry points, pathways, garden areas and structures (this can be hand drawn). If your Community Garden requires a development application, then a final landscape plan will need to be submitted with your application
- ☐ If you are enquiring about a site that is not pre-identified by Council, you will need to complete a site assessment (found in APPENDIX A).

COMMUNITY GARDENS POLICY REVIEW (Cont.)

c) Application Assessment

Applications are assessed each quarter. If your application goes to a Council meeting, a public exhibition period of 28 days may be required. During this exhibition period, residents and businesses surrounding the proposed site can submit feedback to be considered by Council.

You will receive notification from Council as to the status of your application. The status types are:

- **Approved** - Hooray! Your application has been tentatively approved. The final step required before your shovel can hit the soil will be to complete a licence agreement. We will be in touch to organise these next steps.
- **Information Required** - Almost there. Council requires additional information or requires amendments to your application to progress it. You will receive clear communication from Council regarding what amendments need to be made to your application for it to progress and Council will, within reason, support you with these amendments.
- **DA Required** - You're a step closer to digging into your community garden but due to the site chosen or the features you have proposed to include, a Development Application (DA) is required. Council will provide you with more information upon responding to your initial application, as to what is required from you to submit a DA. Council will, within reason, support you with this process.
- **Site not viable** - Unfortunately, due to various reasons, some sites may not be suitable for a community garden. Please know that Council is in full support of community gardens being established across Maitland and we will work with groups who have selected an unsuitable site, to find one that is viable.

d) Who to contact

For all enquiries please contact the Community & Recreation Planning team at **community.team@maitland.nsw.gov.au** or phone **02 4934 9700**.



COMMUNITY GARDENS POLICY REVIEW (Cont.)

APPENDIX A

Site Assessment Criteria

Site Address	
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COMMUNITY GARDEN SITE ASSESSMENT (PLEASE COMPLETE IF REQUIRED)			
CRITERIA	DESCRIPTION	CRITERIA MET? Yes/No	COMMENTS
Location	The site of the proposed community garden should be reasonably flat and located on Council owned land or Crown land under Council management. These sites are usually established for community use such as parks, open spaces, and community centres.		
Safety	Sites should have no major safety or health concerns and have good passive surveillance of the site and pedestrians		
Accessibility	Sites should be accessible for a range of user groups including for people with a disability. Sites should also be easily accessible for maintenance and delivery of materials. Where a DA is required, specific accessibility considerations must be addressed as identified in the DA documentation		
Solar Access	Sites need to be suitable for growing food and receive full sunlight ideally for at least. 5 - 6 hours per day throughout the year.		
Size	There are no set size stipulations for community gardens. However, sites will need to accommodate basic garden facilities. Sites will be assessed on a site by site basis and size limits may be required depending on the location.		

COMMUNITY GARDENS POLICY REVIEW (Cont.)

Water	Sites with easy access to water or buildings nearby from which rainwater can be collected are preferred.		
Soil Contamination	Sites may need to be checked to ensure there is no soil contamination. *Check with Council prior to undertaking soil testing to see if known soil testing has been completed on this site previously.		
Other	Community garden sites will need to ensure they do not compromise public space accessibility and any of the current or planned functional requirements / uses of public land or have a significant detrimental impact on neighbouring land uses.		

COMMUNITY GARDENS POLICY REVIEW (Cont.)



263 High Street

(PO Box 220)

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11.5 CCTV POLICY

FILE NO:	118/1
ATTACHMENTS:	1.CCTV Policy
RESPONSIBLE OFFICER:	Executive Manager Customer & Digital Services
AUTHOR:	Manager Enterprise Architecture
MAITLAND +10	Outcome 15 To have an effective and efficient Council
COUNCIL OBJECTIVE:	15.1.4 Implement and maintain a contemporary governance, audit and risk framework

EXECUTIVE SUMMARY

Maitland City Council's new CCTV Policy provides a framework for managing its use of CCTV systems in public spaces. Designed to enhance safety and deter crime, the policy prioritises compliance with Australian privacy legislation and explicitly states that the CCTV network will not be used for biometric technologies, such as facial recognition, or any artificial intelligence applications that could impact community privacy. CCTV footage is securely handled, with access restricted to lawful purposes. Public awareness is ensured through clear signage, and the policy emphasises preventive strategies like Crime Prevention through Environmental Design. Regular evaluations and transparent complaint mechanisms reinforce accountability, establishing a balanced approach to community safety and privacy.

OFFICER'S RECOMMENDATION

THAT

- 1. Council endorses the draft CCTV Policy to be placed on public exhibition for a period of 28 days**
- 2. Council adopts the draft CCTV Policy should there be no submissions of objection**
- 3. Council adopts the draft CCTV Policy and delegates any minor changes to the Executive Manager Customer & Digital Services, any significant changes will result in a further report to Council.**

REPORT

To ensure alignment with legal requirements and best practices, Maitland City Council has developed and adopted its first CCTV Policy. This policy reflects the Council's dedication to transparency, privacy protection, and the responsible use of surveillance to enhance community safety. Following public exhibition, feedback will determine whether amendments are required, or the policy will be implemented as adopted. This demonstrates the Council's commitment to proactive governance and community engagement in public safety initiatives.

CCTV POLICY (Cont.)

The Council's CCTV Policy provides a framework for using surveillance in public spaces to enhance community safety, focusing on crime deterrence while ensuring compliance with privacy laws. The policy limits data access and mandates public notification through signage and excludes biometric technologies such as facial recognition. This initial version will be placed on public exhibition following adoption, where community feedback will determine whether amendments are required. If no changes are identified, the policy will be implemented as adopted.

Notable Aspects of the Policy:

- **Structural Consistency:** Aligned with Council's updated template for uniformity and accessibility.
- **Privacy and Compliance:** Adherence to data protection laws and privacy standards, with mechanisms to address unauthorised data access and breaches.
- **Transparent Implementation:** Public exhibition will ensure community input and address any concerns before final implementation.
- **Effective Governance:** Clear guidelines for data collection, storage, use, and disposal to maintain community trust and enhance operational security.

CONCLUSION

To ensure ongoing alignment with legal requirements and best practices, Maitland City Council conducted a review of CCTV network and privacy policies. This review reaffirms the Council's commitment to compliance, transparency, and the protection of privacy. By adopting a CCTV policy that reflects organizational ownership and regulatory expectations, the Council strengthens its framework for governance, public access, and data management. This demonstrates the Council's dedication to serving the community responsibly, upholding privacy standards, and managing CCTV data and information as essential organizational assets.

FINANCIAL IMPLICATIONS

This matter has no direct financial impact upon Council's adopted budget or forward estimates.

POLICY IMPLICATIONS

The adoption of the updated policies will result in an amendment to Council's Policy Register.

STATUTORY IMPLICATIONS

There are no statutory implications under the Local Government Act 1993 with this matter.

Policy and Finance Committee

CCTV POLICY

CCTV Policy

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 7

CCTV Policy

Date Adopted: Tuesday, 26th November 2024

Version: 1.0

Policy Objectives

- Provide direction and guidance to Maitland City Council ('Council') when considering the management and use of closed circuit television (CCTV) in public places or on Council-managed property or infrastructure.
- Ensure that Council CCTV camera network systems comply with relevant statutory requirements.

Policy Scope

This Policy applies to the Council-owned CCTV camera network installed in public places for surveillance purposes. This includes cameras located on Council property and mobile surveillance cameras. With express permission, mobile cameras may also be placed on private land or attached to Council vehicles and equipment.

The installation and placement of CCTV cameras, as well as other aspects of the CCTV system, will be determined solely by the Council in consultation with relevant stakeholders as appropriate.

This Policy is not intended to guide the use of CCTV cameras operated by other parties. This includes private landowners or businesses, as well as tenants or licensees of Council land or buildings, who must only install CCTV cameras in accordance with the terms of their leases or licenses (or with the consent of Council if those are silent on the issue).

This Policy applies to the General Manager, all Council staff, councillors, contractors, volunteers and committees.

Policy Statement

Council considers it important to provide a safe environment for its staff and community. The primary purpose of Closed-Circuit Television (CCTV) camera network is to deter and/or detect unlawful activity and help improve the community's perception of safety.

Council also recognises that CCTV is just one of many strategies to reduce crime. The preferred approach is to use Crime Prevention through Environmental Design principles for any spaces Council designs or constructs. This approach includes creating clear sightlines, minimising concealed areas, installing appropriate lighting, enhancing natural surveillance, increasing access control, and improving signage before considering the installation of CCTV.

The development of this Policy has been guided by the *NSW Government Policy Statement and Guidelines for the Establishment and Implementation of Closed-Circuit Television (CCTV) in Public Places*.

Council is dedicated to safeguarding the privacy of individuals by ensuring that any personal information or health information collected within the CCTV camera network follows the *Privacy and*

CCTV POLICY (Cont.)

Personal Information Protection Act 1998 (NSW) and the *Health Records and Information Privacy Act 2002* (NSW).

Council's CCTV camera network will not be used for the purposes of automated biometric verification or biometric identification such as facial recognition.

Council will comply with the requirements of the *Surveillance Devices Act 2007* generally and in particular in relation to any audio captured on the CCTV camera network (which is only captured in very limited locations and very limited circumstances with appropriate signage).

Council will regularly evaluate the CCTV camera network to determine whether it is achieving its objectives.

Collection of Information

Council currently operates a CCTV camera network in the area around Maitland Administration Centre, Maitland Resources Recovery Facility, Maitland Regional Athletics Centre, Maitland Regional Art Gallery, Maitland City Council Works Depot and Maitland Animal Management Facility. Live feeds from the Maitland Administration Centre are monitored by Council authorised staff. Council also has CCTV installations on mobile equipment and at numerous public locations throughout the local government area.

When the Council collects CCTV camera footage, it will be:

- managed in accordance with the Privacy and Personal Information Protection Act 1998, Health Records and Information Privacy Act 2002, Government Information (Public Access) Act 2009, Workplace Surveillance Act 2005, and the NSW Local Government Act 1993.
- managed according to the Council's Privacy Management Plan.
- managed in compliance with the legal obligations under the Information Protection Principles (IPP) and Health Protection Principles (HPP) for collection, storage, use, and disclosure.
- subject to the NSW Mandatory Notification of Data Breach (MNDB) Scheme.

These steps ensure that CCTV footage is handled responsibly and in compliance with legal requirements.

Use and Disclosure

Council will ensure that the CCTV camera network is only used for the purposes for which it was collected or as otherwise permitted by law. It will not be used for general intelligence gathering purposes.

Council will not disclose CCTV footage or photographs generated from the footage or any accompanying audio to third parties without the individual's consent, except where required by law or where necessary to lessen or prevent a threat to life, health or safety.

Governance

The use of CCTV within the Maitland City Local Government Area will be operated fairly and transparently, in accordance with applicable laws.

The Council retains ownership and copyright of all documentation, recorded material, and other materials related to CCTV operations under this Policy.

CCTV POLICY (Cont.)

It is acknowledged that CCTV cameras installed in public place locations and as part of Council infrastructure may also capture Council staff performing work tasks. The CCTV camera network, the subject of this policy, is not designed to intentionally provide workplace surveillance. Where the purpose is to provide workplace surveillance or a record of accidents or other non-crime incidents involving Council staff, Council will comply with the *Workplace Surveillance Act 2005* and will apply Council's Workplace Surveillance Policy, including complying with the notice requirements.

Any proposal to implement the CCTV system at a specific public location will be assessed according to the *Guiding Principles of the NSW Government Policy Statement and Guidelines for the Establishment and Implementation of CCTV in Public Places*.

CCTV Image Monitoring, Capture, Storage, Disposal and Signage

The CCTV system will not be monitored 24 hours a day 7 days a week. It will primarily serve as a tool for law enforcement to address criminal activity and identify offenders, aiming to reduce harm to the community. To achieve this, footage will be captured and recorded. Recordings will be kept securely and for no longer than is necessary for the purposes of this policy.

Recorded material from Council's CCTV camera network is considered a public record and is subject to standard information management security procedures as outlined in the NSW *State Records Act 1998* and the Council's Record Management Policy and Right to Information Policy. Recorded material no longer required will be disposed of using approved disposal methods.

The Council will inform the public through relevant and clearly visible signage when Council CCTV cameras are in operation at a location, including where audio is captured as applicable.

Security

Council will take reasonable steps to ensure that the CCTV footage it collects is accurate, up-to-date, complete and retained in accordance with Council's '*Records Management Policy*'. Council is committed to implementing security measures to protect this information from misuse, loss, unauthorised access, modification, or disclosure.

The Council will implement appropriate security measures and internal controls to prevent unauthorised access, alteration, disclosure, accidental loss, or destruction of recorded material. Only appropriately licensed, trained and authorised personnel will have access to operating controls and recording facilities, except in the case of an emergency when NSW Police or other NSW government agencies may have access with the approval of the General Manager.

Council will ensure the installation of CCTV cameras will be undertaken by persons who are appropriately licensed under the *Security Industry Act 1997*.

Access and Correction

Individuals have the right to request access and change contact details, please refer to Maitland City Councils '*Right to Information Guidelines*' and '*Change of Contact Details*' on our website. All public requests for access to recorded material, must be made through an Access Application pursuant to the *Government Information (Public Access) Act 2009* (GIPA), please visit our '*Governance and Transparency*' section of our website.

Recorded material will not be sold or used for commercial purposes or entertainment. It will only be used for the purposes outlined in this Policy. The display of recorded material to the public will only be permitted in accordance with law enforcement functions related to the investigation of crime, missing person, or as allowed by law.

CCTV POLICY (Cont.)

Maintenance

Council will put in place processes to inspect and maintain the CCTV camera network for proper performance to ensure the footage it provides is accurate, up to date and complete. Council will ensure that any person engaging in maintaining the CCTV system is appropriately licensed as required by the *Security Industry Act 1997*.

Enquiries and Complaints

Council encourages anyone with an enquiry or concern about its CCTV camera network to first discuss the issues informally with Council's Customer Experience Team via the below contact details.

Contact details:

Email: cet@maitland.nsw.gov.au

Phone: 4934 9700

Live chat: via website: www.maitland.nsw.gov.au

In person: 263 High Street, Maitland NSW 2320

Complaints in relation to Council's establishment, management or operation of CCTV may be made through Council's existing customer complaints processes (verbally or in writing by letter, email, fax or live chat). Complaints, except for those specified below, will be managed in accordance with Council's '*Complaint Management Policy*'.

Complaints or enquiries about the handling of CCTV footage and a person's personal or health information or possible data breaches can be directed to Council's Privacy Officer via the below contact details. Such complaints will be managed in accordance with Council's '*Privacy Management Plan*' and '*Data Breach Policy*'.

Contact details:

Privacy Officer

Maitland City Council

Post: PO Box 220, Maitland NSW 2320

Email: privavy@maitland.nsw.gov.au

Phone: 4934 9700

Policy Definitions

Affected individual

As defined in section 59D of the PPIP Act, an affected individual is an individual:

- to whom the information subject to unauthorised access, unauthorised disclosure or loss relates, and
- who a reasonable person would conclude is likely to suffer serious harm as a result of the data breach.

Camera

Includes an electronic device capable of monitoring or recording visual images of activities public places.

Closed Circuit Television (CCTV)

Defined as a television system that transmits images on a 'closed loop' basis, where images are only available to those directly connected to the transmission system. The transmission of closed circuit television images may involve the use of coaxial cable, fibre-optic cable, telephone lines, infra-red, wireless and radio transmission systems. A hand held or fixed video recorder is not

CCTV POLICY (Cont.)

	included in this definition unless it is connected to the transmission system.
CCTV camera network	Refers to a Closed Circuit Television (CCTV) system operated council in public places and within council-operated facilities. It excludes privately owned and operated CCTV systems in private places and is distinct from CCTV used solely for council facility management. The primary purposes include enhancing public safety, deterring crime, protecting council assets, and ensuring operational security
Data breach	Data breach means unauthorised access to, or unauthorised disclosure of, personal information or a loss of personal information. Examples of a data breach are when a device containing personal information is lost or stolen, an entity's database containing personal information is hacked or an entity mistakenly provides personal information to the wrong person.
Employee/Staff	A person working for Council, including contractors and volunteers.
Health information	A specific type of personal information which may include information or an opinion about the physical or mental health or a disability (at any time) of an individual. This includes, for example, information contained in medical certificates, information about medical appointments or test results.
Law enforcement agency	Means any of the following: (a) NSW Police Force, (b) A police force or police service of another State or a Territory, (c) The Australian Federal Police, (d) The Police Integrity Commission, (e) The Independent Commission Against Corruption, (f) The New South Wales Crime Commission, (g) The Australian Crime Commission, (h) The Department of Corrective Services, (i) The Department of Juvenile Justice, (j) Any other authority or person responsible for the enforcement of the criminal laws of the Commonwealth or of the State, (k) A person or body prescribed for the purposes of this definition by the regulations.
Loss	Loss refers to the accidental or inadvertent loss of personal information held by Council, in circumstances where it is likely to result in unauthorised access or disclosure. For example, where a staff member leaves personal information (including hard copy documents, unsecured computer equipment, or portable storage devices containing personal information) on public transport.
Personal information	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 could be reasonably ascertained from the information or opinion, as defined in section 4 of the PPIP Act. For the purpose of this policy, personal information includes health information within the meaning of the <i>Health Records and Information Privacy Act 2002</i> .
Public Place	Defined in the NSW <i>Local Government Act 1993</i> and means public reserves, public bathing reserves, public baths or swimming pools,

CCTV POLICY (Cont.)

	public roads, public bridges, public wharfs or public road-ferries, a Crown reserve, or public land (which is any land vested in or under the control of the council, such as car parks).
Serious harm	<p>Serious harm occurs where the harm arising from the eligible data breach has, or may, result in a real and substantial detrimental effect to the affected individual. That is, the effect on the individual must be more than mere irritation, annoyance, or inconvenience.</p> <p>Harm to an individual includes physical harm, economic, financial, or material harm, emotional or psychological harm; reputational harm, and other forms of serious harm that a reasonable person in Council's position would identify as a possible outcome of the data breach.</p>
Unauthorised access	Unauthorised access of personal information occurs when personal information that an entity holds is accessed by someone who is not permitted to have access. This includes unauthorised access by an employee of the entity, or an independent contractor, as well as unauthorised access by an external third party (such as by hacking). For example, a staff member browses a fellow employee's personnel record without any legitimate purpose.
Unauthorised disclosure	Unauthorised disclosure occurs when an entity, whether intentionally or unintentionally, makes personal information accessible or visible to others outside the organisation, and releases that information from its effective control in a way that is not permitted by the PPIP Act. This includes an unauthorised disclosure by an employee of the organisation. For example, a staff member accidentally publishes a confidential data file containing the personal information of one or more individuals on the internet.
Unlawful activity	Means an act or omission that constitutes an offence against a law of this State, or the Commonwealth Video Surveillance is defined as surveillance by a closed circuit television system for direct visual monitoring and/or recording of activities on premises or in a public space.

CCTV POLICY (Cont.)

Policy Administration

BUSINESS GROUP:	Customer and Digital Services
RESPONSIBLE OFFICER:	Manager Enterprise Architecture
COUNCIL REFERENCE:	
POLICY REVIEW DATE:	One (1) year from date of adoption
FILE NUMBER:	
RELEVANT LEGISLATION	Health Records and Information Protection Act 2002 (NSW) Privacy and Personal Information Protection Act 1998 (NSW) Privacy and Personal information Protection Regulation 2019 (NSW) State Records Act 1998 (NSW) Workplace Surveillance Act 2005 (NSW) Security Industry Act 1997 (NSW) Government Information (Public Access) Act 2009 Surveillance Devices Act 2007 Security Industry Act 1997
RELATED POLICIES / PROCEDURES / PROTOCOLS	Privacy Management Plan Records Management Policy Data Breach Policy Code of Conduct Cyber Information Security Policy Workplace Surveillance Policy

Policy History

VERSION	DATE APPROVED	DESCRIPTION OF CHANGES
1.0	26 th Novemeber 2024	Initial Policy

11.6 Cemetery Policy Review

FILE NO:	26/1
ATTACHMENTS:	1. Cemetery Policy
RESPONSIBLE OFFICER:	Executive Manager Customer & Digital Services
AUTHOR:	Manager Enterprise Architecture
MAITLAND +10	Outcome 15 To have an effective and efficient Council
COUNCIL OBJECTIVE:	15.1.4 Implement and maintain a contemporary governance, audit and risk framework

EXECUTIVE SUMMARY

Maitland City Council is aligning its policies with current legal requirements, best practices, and organizational standards. This Cemetery Policy ensures that Council-managed cemeteries are administered in a manner that reflects compliance, transparency, and respect for community needs and heritage preservation.

OFFICER’S RECOMMENDATION

THAT

1. Council endorses the revised Cemetery Policy to be placed on public exhibition for a period of 28 days
2. Council adopts the revised Cemetery Policy should there be no submissions of objection
3. Council adopts the revised Cemetery Policy and delegates any minor changes to the Executive Manager Customer & Digital Services, any significant changes will result in a further report to Council.

REPORT

Maitland City Council’s updated Cemetery Policy provides a structured and respectful approach to managing its cemeteries. By establishing clear procedures and maintenance protocols, the policy ensures the efficient and professional administration of these community spaces while preserving their cultural and historical significance.

The Cemetery Policy standardises the management of Council-operated cemeteries, addressing administration, plot purchases, and grounds maintenance. It establishes clear protocols for interment rights, plot management, and the respectful handling of exhumations. The policy also provides detailed guidelines for record-keeping and outlines maintenance responsibilities, ensuring consistency and professionalism in cemetery operations.

CEMETERY POLICY REVIEW (Cont.)**Notable Aspects of the Policy:**

1. **Comprehensive Management:** Covers all aspects of cemetery administration, including plot allocation and interment rights.
2. **Respectful Practices:** Ensures dignified handling of exhumations and maintenance activities.
3. **Clear Guidelines:** Establishes transparent protocols for record-keeping and maintenance responsibilities.
4. **Heritage Preservation:** Supports the conservation of heritage-listed sites under Council management.

CONCLUSION

To ensure ongoing alignment with legal requirements and best practices, Maitland City Council has established a comprehensive Cemetery Policy. This policy reinforces the Council's commitment to compliance, transparency, and respectful management of community assets. By standardizing processes for plot allocation, interment rights, maintenance, and record-keeping, the policy reflects Council's dedication to operational excellence and community service. It also supports heritage preservation and ensures that cemeteries are managed with dignity and professionalism. This proactive approach demonstrates the Council's focus on responsible governance, community trust, and the respectful stewardship of its cemeteries as vital public asset.

FINANCIAL IMPLICATIONS

This matter has no direct financial impact upon Council's adopted budget or forward estimates.

POLICY IMPLICATIONS

The adoption of the updated policies will result in an amendment to Council's Policy Register.

STATUTORY IMPLICATIONS

There are no statutory implications under the Local Government Act 1993 with this matter.

Policy and Finance Committee

CEMETERY POLICY REVIEW

Cemetery Policy

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 9

Cemetery Policy

Date Adopted: Tuesday, 26 November 2024

Version: 3.1

Policy Objectives

The objective of this policy is to provide a standard for the administration and maintenance of Maitland City Council's cemeteries

Policy Scope

This policy applies to the General Manager, Mayor, Councillors, delegates and all staff of Maitland City Council. This policy also applies to all cemetery sites for which Council is the cemetery operator.

Policy Statement

Introduction

Maitland City Council is the cemetery operator for nine cemeteries in the Maitland Local Government Area (LGA), and as such is responsible for the administration and maintenance of these cemeteries.

The cemeteries under Council's authority include:

Operational

- Morpeth
- East Maitland
- Campbell's Hills (for existing interment rights only)
- Rutherford

Non-Operational/ Heritage

- Glebe
- Hiland Crescent
- Maitland Jewish
- Oswald
- Oakhampton

Background

Responsibility for the administration and management of Maitland cemeteries was transferred from local parishes and church trustees to Council in the 1970's under the Local Government Amendment Act No. 52 (Control of Cemeteries), which appointed Councils throughout New South Wales as trustees

CEMETERY POLICY REVIEW (Cont.)

of public cemeteries in their area. Prior to this change the local parishes and church trustees administered the cemeteries.

Due to the age of Council cemeteries and the change of ownership there are a number of unknown or unmarked graves; as a result, Council has incomplete burial records. These factors make it difficult in some cases to identify where a person has been interred.

Management

Council is responsible for the administration and management of plot and niche purchases, transfer of interment rights, approvals for monumental works, issuing of licences to work in cemeteries, maintenance of cemetery grounds, and the interment of ashes into the columbarium walls.

Fees

For each application made to Council for cemetery services an administrative fee is applied. These fees are reviewed annually and can be found in Council's fees and charges document and published on Council's website.

Application for a Plot or Niche

Council offers two burial options within its operational cemeteries – interment into a plot or interment into a niche in the columbarium wall (available at Morpeth cemetery only). At the completion of the application process the applicant will be issued with an interment right. The interment right is a legal document that will only be issued once for any individual plot or niche.

Unless otherwise indicated by Council staff, all cemetery plot dimensions are 1.2 x 2.4 metres.

Where possible, plots will be dug to double depth to allow for two caskets (burials) and six separate ashes interments per plot. However, this cannot be guaranteed at the time of reservation due to the unknown condition of the ground which may contain solid rock. The interment right holder may limit a plot to being single depth; however, this must be indicated by the applicant at the time of purchase.

A niche in Columbarium Wall One can hold one (1) container of ashes. Columbarium Wall Two can hold two (2) containers of ashes. Container dimensions for ashes are to be 230 x 110 x 76mm to fit within a niche.

Interment Right

An interment right does not grant the holder ownership over that piece of land, rather, it gives exclusive entitlement to the holder to inter the remains of a deceased person in the reserved plot and section in the specific cemetery.

An interment right will be granted in perpetuity.

An interment right may be granted to one person, or two or more persons as joint holders. Council must seek the approval of Cemeteries and Crematoria NSW ('CCNSW') if granting or transferring an interment right to a person will result in that person holding more than two interment sites in the same cemetery.

Council reserves the right to refuse to grant an interment right and will only issue an interment right for plots that have been surveyed by Council.

Interments will only be permitted in Council cemeteries with written approval issued by Council. Funeral directors, monumental masons and grave diggers must first contact Council to

CEMETERY POLICY REVIEW (Cont.)

determine the allocation of a burial plot or confirmation of an existing reservation or reopening of a burial plot.

Following the death of the holder of the interment right, the interment right becomes part of the estate of the deceased and any disputes over ownership are a civil matter in which Council does not become involved. Interested parties must seek their own legal advice regarding the matter and then provide documentation to prove a legitimate claim to the interment site for subsequent applications to proceed.

Council holds the exclusive right to close a section of any cemetery and to refuse to issue an interment right for a closed section. Although a cemetery may appear to have vacant land available for burials, there may be reserved plots or unknown/unmarked graves preventing further use.

Council does not permit the placement of new vaults or crypts in any cemeteries under its authority.

An interment right is not required for scattering cremated remains in a cemetery. You will need to seek permission and advise from council to scatter ashes on public places such as parks, beaches or playing fields.

Transfer of an Interment Right

Council will not reimburse fees paid for an unwanted plot or niche. If the interment right for a plot or niche is resold privately, then Council is to be notified and the appropriate administration fee paid. The original interment right will be required, and a transfer is not legally complete until Council has endorsed the transfer.

Council will only accept the transfer of an interment right if:

- The interment site, as described in the interment right, has not been used for interment.
- The interment site is free of structural additions, for example a headstone, marker, plantings etc.

Council reserves the right to refuse to accept the transfer of an interment right from the holder.

Exhumation

The remains of a body must not be exhumed unless the exhumation has been ordered by a coroner or approved by the Director-General of NSW Health.

Council will take all reasonable steps to ensure that any exhumation is carried out in accordance with any cultural or religious practice applicable to the person whose remains are to be exhumed.

Council must be advised prior to an exhumation occurring.

Records and Reporting

In accordance with legislation, Council will collect the information necessary to meet its requirements for a burial register. Council's burial register is available on the Council website or by contacting Council.

Council will provide reports and other such information to Cemeteries and Crematoria NSW as requested and in accordance with the *Cemeteries and Crematoria Act 2013* (NSW).

Maintenance of Cemetery Grounds

Appropriate maintenance of Council's cemeteries is required so that the essential elements which give the burial grounds their character are preserved in a way that retains their significance.

CEMETERY POLICY REVIEW (Cont.)

Maintenance of cemetery grounds excludes the care and repair of monumental work, weeding, and general maintenance of individual plots.

Work Undertaken in Cemeteries

Work must not be undertaken of any kind in a Council cemetery unless a valid licence to undertake works is issued for that specific activity. Works are considered to be any gravesite activity; this includes but is not limited to grave digging, interment and exhumation of remains, and the construction, repair or removal of a monument.

Any business providing paid services related to the cleaning, weeding and general maintenance of gravesites is required to hold a valid License to Conduct Work in Maitland Council Cemeteries.

Note: The placement of floral and other tributes on a gravesite is not considered “work” and therefore a licence is not required for this activity. Maitland City Council does not support or permit any tributes or flowers to be placed on and around gravesites. All monumental works or grave site tributes must be approved by council and conducted by licensed monumental masons.

Anyone who wishes to conduct funeral or monument activities, or other paid services at a Council cemetery must formally apply and receive approval from Council before commencing any work.

Licence Application

An application for a licence to undertake works in Council cemeteries must be in writing in the approved form, include all contractor documentation (as listed in the application form), and be accompanied by the appropriate fee. A copy of the require form and application fees are available on Council’s website.

The licence will be issued for the term of a financial year, and it is the responsibility of the service provider to make an application for renewal.

The approved licence will apply to the service provider and their sub-contractors.

Approved applications will be issued with an approval letter and a licence. The service provider and its sub-contractors must have a copy of the licence with them when working in a cemetery and produce the licence upon request by a Council officer.

Council reserves the right to refuse to grant a licence to undertake work in cemeteries.

Service Provider Responsibilities

Service providers and their sub-contractors:

- must at all times comply with the conditions of the permit to undertake works.
- must comply with Council’s Cemetery Policy, Cemetery Customer Service Charter, and any other reasonable direction or instruction given by Council or a Council Officer.
- are not permitted to make any comments to the media on behalf of Council.

Withdrawal of Licence Permissions

In instances of misconduct or breaches of relevant responsibilities, non-compliance with legislative or regulatory requirements, or non-conformance with Council policy and procedure, Council may revoke the licence to undertake work in cemeteries and will give five business days’ notice in writing.

CEMETERY POLICY REVIEW (Cont.)

Monuments

When planning to erect new monuments, it is advisable for applicants to wait six to twelve months before commencing the work. This waiting period allows the ground at the interment site to settle, reducing the risk of structural issues or collapse.

Prior to submitting a monumental application, the interment rights must be transferred to the individual or entity making the request. Legal documentation, such as proof of estate or bequest rights, must be provided to complete the transfer.

Please note that the transfer process involves a separate fee, which is in addition to the monumental application fee.

Monumental Works Applications

Council requires a monumental application to be lodged in writing in the approved form when new monuments are erected, inscriptions are added to an existing monument, or if restoration work is to occur, and be accompanied by the appropriate fee. A copy of the required form and monument fees are available on Council's website.

All monumental applications must comply with the Australian Standards 'Headstones and Cemetery Monuments' 4204:2019 and contain complete specifications regarding design and materials to be used for an application to be approved.

All monumental work is to be constructed within the legal boundary of the interment site.

If monumental works are approved, an approval letter will be issued to the monumental mason.

Monument Maintenance

The care, maintenance and repair of monumental work are the responsibility of the family or estate of the deceased. If Council is required to undertake any work relating to a monument so as to ensure public or employee safety, it may recover these costs from the interment right holder.

Heritage Monuments

Monuments 50 years and older are considered to be of heritage significance and require additional approvals from Council's Heritage Officer before work may commence.

When assessing requests for work on heritage monuments, Council must consider:

- The National Trusts Guidelines for Cemetery Conservation.
- Any conservation management plans in place for the Cemetery. A conservation management plan will include detailed guidelines for the maintenance of monuments in the cemetery.
- The Maitland Local Environmental Plan which lists eight (8) Maitland City Council cemeteries as being of local heritage significance.

Donations

Council appreciates that some individuals or families may wish to donate items to a cemetery (such as furniture, plants or trees); however, due to the long-term management and future planning of the cemeteries these are not able to be accepted.

CEMETERY POLICY REVIEW (Cont.)

Heritage

Eight of Council's nine cemeteries are heritage listed under Council's Local Environmental Plan and are recognised as being of local significance. In addition to this, Glebe and the Maitland Jewish cemeteries are listed on the State Heritage Inventory.

As the cemetery operator, Council has a responsibility to ensure maintenance of heritage sites is undertaken in a way that prevents damage to or loss of significant elements of the cemetery.

Family History

A range of information relating to cemeteries is available on the Council website including the burial register and location plans for all cemeteries. Family history enquiries may be made in person, in writing, or over the phone to Council.

Policy Definitions

Applicant	Any person making an application for funeral or monumental permission or for a licence to work in cemeteries.
Burial Register	The record of all burial and niche interments in Council cemeteries.
Cemetery Operator	The person or body that directs the operations of a cemetery. For the purposes of this policy the cemetery operator is Maitland City Council.
Council	Maitland City Council.
Exhumation	The removal of a dead person's remains (not including cremated remains) from a grave. This does not include their removal for the purpose of reburial in the same grave.
Gravesite	A place of burial, or a section of land reserved for a grave. Also referred to as a plot.
Interment	The placement of a coffin or ashes into a grave or niche for the purpose of burial.
Interment right	<p>Previously known as a right of burial, right of interment and burial licence. This is a legal document which gives the licensee the exclusive right to use the specified piece of land for burials and to place a monument over the grave.</p> <p>Exclusive right granted by council (or its predecessor) to</p> <p>And may be a</p> <p>Ordinary memorial right (immediate use)</p> <p>Reserved memorial right (pre-need purchase)</p>
Interment site	The allocated space where an interment has or will occur. Also referred to as a plot.

CEMETERY POLICY REVIEW (Cont.)

Licence	An authorisation from Council that grants permission to a person, company or organisation to engage in specific activities within a cemetery or specified cemeteries.
Licensee	The owner of a licence.
Monument	Any structure, plaque, headstone, masonry, metal work or casting placed over, in or around the interment site.
Monument Permit	The approval given by Council to place a monument over, in or around an interment site.
Niche	A recessed space in the columbarium wall suitable for a container of ashes.
Perpetuity	Lasting indefinitely with no fixed end date.
Plot	A small, numbered piece of land used for the purpose of burial within a section of a cemetery.
Reservation	The act of securing in advance a plot for the purpose of burial.
Service Provider	A business that supplies funeral services.

CEMETERY POLICY REVIEW (Cont.)

Policy Administration

BUSINESS GROUP:	Customer and Digital Services
RESPONSIBLE OFFICER:	Manager Enterprise Architecture
COUNCIL REFERENCE:	
POLICY REVIEW DATE:	Three (3) years from date of adoption
FILE NUMBER:	26/1
RELEVANT LEGISLATION	<ul style="list-style-type: none"> • Anti-Discrimination Act 1977 • Birth Deaths and Marriages Registration Act 1995 • Cemeteries and Crematoria Act 2013 • Cemeteries and Crematoria Regulation 2022 • Coroners Act 2009 • Crown Lands Act 1989 • Crown Lands (General Reserves) By-law 2006 • Environmental Planning and Assessment Act 1979 • Environmental Planning and Assessment Regulation 2021 • Government Information (Public Access) Act 2009 • Health Records Information Privacy Act 2002 • Heritage Act 1977 • Local Government Act 1993 • Maitland Local Environmental Plan 2011 • Privacy and Personal Information Protection Act 1998 • Public Health Act 2010 • Public Health Regulation 2022 • State Records Act 1998 • Work Health and Safety Act 2011 • Work Health and Safety Regulation 2011 • Workers Compensation Act 1987 • Workplace Injury Management and Workers Compensation Act 1998 • Interment Industry Scheme
RELATED POLICIES / PROCEDURES / PROTOCOLS	<ul style="list-style-type: none"> • Cemetery Strategy • Cemetery Procedures • Requirements for Works within Council Cemeteries by External Agents. • Asset Management Policy 2022

Policy History

VERSION	DATE APPROVED	DESCRIPTION OF CHANGES
1.0	25/08/2015	New policy adopted.
2.0	24/10/2019	Policy reviewed, no changes required.
3.0	28/11/2023	Periodic review.

CEMETERY POLICY REVIEW (Cont.)

3.1	26/11/2024	Update to reflect organisational role changes, regulatory changes and branding.
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11.7 Privacy Policy, Data Breach Policy and Privacy Management Plan

FILE NO:	31/41, 35/1, 35/62, 118/5
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Privacy Policy 2. Data Breach Policy 3. Privacy Management Plan
RESPONSIBLE OFFICER:	Executive Manager Customer & Digital Services
AUTHOR:	Manager Enterprise Architecture
MAITLAND +10	Outcome 15 To have an effective and efficient Council
COUNCIL OBJECTIVE:	15.1.4 Implement and maintain a contemporary governance, audit and risk framework

EXECUTIVE SUMMARY

Maitland City Council has established a suite of policies to strengthen its commitment to privacy protection, data management, and compliance with legislative requirements. The Privacy Policy, Data Breach Policy, and Privacy Management Plan provide a cohesive framework for handling personal and health information responsibly and transparently.

OFFICER'S RECOMMENDATION

THAT

- 1. Council endorses the draft Privacy Policy, revised Data Breach Policy and revised Privacy Management Plan to be placed on public exhibition for a period of 28 days**
- 2. Council adopts the draft Privacy Policy, revised Data Breach Policy and revised Privacy Management Plan should there be no submissions of objection**
- 3. Council adopts the draft Privacy Policy, revised Data Breach Policy and revised Privacy Management Plan and delegates any minor changes to the Executive Manager Customer & Digital Services, any significant changes will result in a further report to Council.**

REPORT

1. Privacy Policy

The Privacy Policy formalises the Council's commitment to safeguarding personal and health information in accordance with the Privacy and Personal Information Protection Act 1998 (NSW) and the Health Records and Information Privacy Act 2002 (NSW). It outlines principles for lawful collection, secure handling, and appropriate use of information, ensuring that individual rights are respected. The policy reinforces transparency, enabling individuals to access and correct their information while prohibiting unauthorised disclosure. This foundational document ensures privacy protection is embedded across Council functions.

2. Data Breach Policy

The Data Breach Policy outlines the Council's response to unauthorised access, disclosure, or loss of personal information. Aligned with the Mandatory Notification of Data Breach (MNDB) Scheme under the PPIP Act, it mandates prompt notification to the NSW Privacy Commissioner and affected individuals when serious harm is likely. The policy includes detailed steps for containment, assessment, and mitigation, ensuring breaches are handled transparently and responsibly. Maintaining internal and public registers of breaches reinforces accountability and supports continuous improvement.

3. Privacy Management Plan

The Privacy Management Plan (PMP) provides operational guidelines for the implementation of privacy obligations under NSW law. It includes procedures for managing personal and health information, ensuring compliance with Information Protection Principles and Health Privacy Principles. The PMP integrates a Data Breach Response Plan (DBP) to address breaches effectively, detailing roles, responsibilities, and mitigation strategies. By incorporating regular training and awareness programs, the PMP fosters a privacy-conscious culture within the Council.

CONCLUSION

These documents demonstrate Maitland City Council's proactive stance in managing privacy and data security. By adopting the Privacy Policy, Data Breach Policy and Privacy Management Plan, the Council ensures robust compliance with legislative requirements, operational transparency, and protection of individual rights. Together, they establish a strong foundation for governance, enhancing community trust and reinforcing Maitland City Council's commitment to responsible data management.

FINANCIAL IMPLICATIONS

This matter has no direct financial impact upon Council's adopted budget or forward estimates.

POLICY IMPLICATIONS

The adoption of the updated policies will result in an amendment to Council's Policy Register.

STATUTORY IMPLICATIONS

There are no statutory implications under the Local Government Act 1993 with this matter.

Policy and Finance Committee

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN

Privacy Policy

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 5

Privacy Policy

Date Adopted: 26 November 2024

Version: 1.0

Policy Objectives

Maitland City Council ('Council') is dedicated to safeguarding personal information and is committed to maintaining its confidentiality, integrity, and security. As a government agency we required to comply with the Information Protection Principles (IPPs) in the Privacy and Personal Information Act 1998 (PPIP Act). These regulate the collection, storage, use and disclosure of personal information held by government agencies.

Council also adheres to the mandatory notification requirements of Part 6A of *the Privacy and Personal Information Protection Act 1998* (NSW) ('PPIP Act'), also known as the Mandatory Notification of Data Breach ('MNDB') Scheme.

This Privacy Policy outlines Council's commitment to protecting and properly managing the personal and health information collected from individuals, in accordance with the NSW legislative framework.

Policy Scope

This Policy applies to the General Manager, all Council staff, councillors, contractors, volunteers, committees, and other authorised users of Council's Information and Communication Technology ('ICT') systems, networks, software, or hardware, and any other third party who collects or manages personal information on behalf of Council.

Policy Statement

Council is dedicated to safeguarding the privacy of individuals by ensuring that personal information and health information is handled in compliance with the Privacy and Personal Information Protection Act 1998 (NSW) and the Health Records and Information Privacy Act 2002 (NSW).

For more information, please read the *Council Privacy Management Plan*.

Collection of Information

Council collects personal and health information directly from individuals to fulfill its functions and deliver services effectively.

When the Council collects personal and health information, it follows these important legal principles:

- **Lawful Purpose:** Personal information must be collected for a lawful reason.
- **Direct Collection:** Information will be collected directly from the individual it concerns or from someone authorised to provide it.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- **Notification:** The individual must be informed before or soon after the information is collected. They will be told why the information is being collected, who will receive it, whether providing it is required by law or voluntary, and any consequences of not providing it.
- **Relevance and Accuracy:** The Council must ensure that the information collected is relevant, accurate, complete, up-to-date, and not excessive for its purpose.
- **Secure Handling:** Information will be kept only as long as necessary, disposed of securely, and protected from unauthorized access or misuse with appropriate security measures.
- **Access:** Upon request, the individual can access their information without undue delay or cost.
- **Compliance:** The information will only be used or disclosed according to applicable laws.

Personal and health information collected by Maitland City Council will be:

- managed in accordance with the Privacy and Personal Information Protection Act 1998, Health Records and Information Privacy Act 2002, Government Information (Public Access) Act 2009, and the Local Government Act 1993.
- managed according to the Council's *Privacy Management Plan*.
- managed in compliance with the legal obligations under the Information Protection Principles (IPP) and Health Protection Principles (HPP) for collection, storage, use, and disclosure.
- subject to the NSW Mandatory Notification of Data Breach (MNDB) Scheme.

These steps ensure that personal information is handled responsibly and in compliance with legal requirements.

Collection of Sensitive Information and Documents

As part of certain council services that require identity verification, the Council may need to sight sensitive documents, including but not limited to driver's licenses, passports, and birth certificates. These documents, known as "identity verification documents," will only be sighted to confirm your identity and will not be copied or stored by the Council. At no time will the Council request that you send copies of these documents.

The Council is dedicated to safeguarding the privacy of individuals and ensuring that personal and health information, including identity verification documents, is handled in compliance with the Privacy and Personal Information Protection Act 1998 (NSW) and the Health Records and Information Privacy Act 2002 (NSW).

For more information, please refer to the Council's *Privacy Management Plan*.

Use and Disclosure

Council will use personal and health information only for the purposes for which it was collected or as otherwise permitted by law. Council will not disclose this information to third parties without the individual's consent, except where required by law or where necessary to prevent a threat to life or health.

Data Quality and Security

Council will take reasonable steps to ensure that the personal and health information it collects is accurate, up-to-date, and complete. Council is committed to implementing security measures to protect this information from misuse, loss, unauthorised access, modification, or disclosure.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

At no time shall information be shared with any internal or external party without a complete understanding of the risks associated with the sharing of that information.

Access and Correction

Individuals have the right to request access to their personal and health information held by Council and to request corrections to ensure the information is accurate, complete, and up-to-date. Requests for access or correction should be made using the *Change of Contact Details* or *Alteration of Personal or Health Information, Informal GIPA* request forms on Council's website and will require Council staff to sight identity verification documents to confirm identity.

Complaints and Enquiries

Complaints or enquiries about the handling of personal and health information can be directed to Council's Privacy Officer. If the matter is not resolved to the individual's satisfaction, they may contact the NSW Information and Privacy Commission.

The Manager Enterprise Architecture is Council's Privacy Officer and maintains the 'Privacy Management Plan' and 'Data Breach Policy' in accordance with the Privacy and Personal Information Act 1998.

Council Surveys

The Council occasionally requests voluntary participation in surveys to identify current issues or gather feedback. These surveys may collect various types of demographic data. The Council ensures that any survey or data collection effort complies with the PPIP Act and HRIP Act.

Feedback surveys on our publications, available on the Council website, are conducted anonymously and help the Council evaluate and enhance its resources.

Council use of 'Cookies' on our Websites

'Cookies' are small pieces of text data that a website stores on your computer and can retrieve later. While cookies do not personally identify you, they do recognize your browser. There are two types of cookies: 'persistent' and 'session' cookies. Persistent cookies remain on your computer, have an expiration date, and can track your browsing activity when you revisit the website. Session cookies are temporary and are deleted when you close your browser.

The Council website in some cases use persistent cookies. These cookies remember your preferences on the site and provide us with information about your visit, enabling us to recognise your browser if you return in the future. This helps the Council understand which parts of the site are most useful to users, what content is accessed most frequently, and allows us to enhance the website's effectiveness.

Cookies on these sites do not access information on your hard drive or cause your computer to perform any actions. They do not send your information to other computers over the internet. The Council does not attempt to link cookies with your name or identity. Our server cannot obtain your name, email address, or any other personal information using cookies.

What information is collected and how it used?

The Council uses Google Analytics to understand how people use our websites. Google Analytics collects information such as:

- The IP address of the device accessing the site
- Browser type

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- Date and time of visit
- How you navigate the website
- The pages you visit
- Files you download
- How you arrived at the website

Google Analytics helps us figure out which parts of our web sites are most useful and what people visit the most, so we can make the websites better. Some of this data, like total site views for the year, is included in our Annual Report to show public engagement.

We do not and cannot use this information to track individuals, and there's no way for us to link this data back to you personally, the information is stored securely by Google.

FURTHER INFORMATION

For assistance in understanding the process associated with the PPIP Act and the HRIP Act, the following organisations can be contacted:

Maitland City Council

Privacy Officer

PO Box 220

Maitland NSW 2320

Phone: (02) 4934 9700

Email: privacy@maitland.nsw.gov.au

Website: www.maitland.nsw.gov.au

Information and Privacy Commission NSW

GPO Box 7011

Sydney NSW 2001

Phone: 1800 472 679

Email: ipcinfo@ipc.nsw.gov.au

Website: www.ipc.nsw.gov.au

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

Policy Administration

BUSINESS GROUP:	Customer and Digital Services
RESPONSIBLE OFFICER:	Manager Enterprise Architecture
COUNCIL REFERENCE:	
POLICY REVIEW DATE:	Three (3) years from date of adoption
FILE NUMBER:	35/62
RELEVANT LEGISLATION	Health Records and Information Protection Act 2002 (NSW) Privacy and Personal Information Protection Act 1998 (NSW) Health Records and Information Privacy Regulation 2022 (NSW) Privacy and Personal information Protection Regulation 2019 (NSW) State Records Act 1998 (NSW) Privacy Code of Practice for Local Government
RELATED POLICIES / PROCEDURES / PROTOCOLS	Privacy Management Plan Records Management Policy Data Breach Policy Code of Conduct Cyber Information Security Policy CCTV policy Workplace Surveillance Policy

Policy History

VERSION	DATE APPROVED	DESCRIPTION OF CHANGES
1.0	2/11/2024	NEW – Initial Version

Policy and Finance Committee

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN

Data Breach Policy

Meeting Date: 26 November 2024

Attachment No: 2

Number of Pages: 8

Data Breach Policy

Date Adopted: Monday, 18 November 2024

Version: 1.1

Policy Objectives

Maitland City Council recognises the importance of protecting personal information and is committed to ensuring the confidentiality, integrity, and security of the personal information held by Council.

Council operates in compliance with mandatory notification provisions under Part 6A of the *Privacy and Personal Information Protection Act 1998* (NSW) ('PIIP Act'), also referred to as the Mandatory Notification of Data Breach ('MNDB') Scheme.

This policy sets out how Council will respond to a data breach.

Policy Scope

This Policy applies to all Council staff, councillors, contractors, volunteers, vendors, authorised users of Council's Information and Communication Technology ('ICT') systems, networks, software, or hardware, and any other third party who collects or manages personal information on behalf of Council.

Policy Statement

Mandatory notification of data breach scheme

Under the PIIP Act all public sector agencies, including local councils, are to notify the NSW Privacy Commissioner and affected individuals of data breaches involving personal or health information likely to result in serious harm.

Under the MNDB Scheme Council has an obligation to:

- immediately make all reasonable efforts to contain a data breach.
- undertake an assessment within 30 days where there are reasonable grounds to suspect there may have been an eligible data breach.
- during the assessment period, make all reasonable attempts to mitigate the harm done by the suspected breach.
- decide whether a breach is an eligible data breach or there are reasonable grounds to believe the breach is an eligible data breach.
- notify the Privacy Commissioner and affected individuals of the eligible data breach.
- comply with other data management requirements, including a publicly accessible data breach policy, a public register of data breach notifications issued by Council, and an internal register of eligible data breaches.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

What is a data breach?

A data breach occurs when personal information held by Council (whether held in digital or hard copy) is subject to unauthorised access, unauthorised disclosure, or is lost in circumstances where the loss is likely to result in unauthorised access or unauthorised disclosure.

This may or may not involve disclosure of personal information external to Council or publicly. For example, unauthorised access to personal information by a Council staff member, or unauthorised sharing of personal information to the public or between teams within Council may constitute a data breach.

A data breach may occur as the result of malicious action, systems failure, or human error. A data breach may also occur because of a misconception about whether a particular act or practice is permitted under the Information Protection Principles ('IPPs').

Examples of when a data breach may occur include:

- When a letter or email containing personal information is sent to the wrong recipient.
- When a physical asset like a laptop or USB stick containing personal information is lost, misplaced, or stolen.
- Cyber incidents such as ransomware, malware, hacking or phishing.
- Where a coding error allows access to a system without authentication.
- Insider threats from employees using their valid credentials to access or disclose personal information outside the scope of their duties or permissions.

Reporting a suspected data breach

Any Council staff member, councillor, contractor, volunteer, third party, or member of the public with reasonable grounds to suspect that a data breach has occurred should immediately report the suspected breach to Council's Privacy Officer (privacy@maitland.nsw.gov.au), providing as much information as they can about the suspected data breach, including type of personal information involved, date and time the breach occurred, location of data or equipment affected, and whether the loss puts any person or other data at risk.

Managing data breaches

Data Breach Response Plan

Council has established a Data Breach Response Plan that documents the process that Council will take to respond to a reported data breach. The Data Breach Response Plan is included in the Privacy Management Plan.

The Data Breach Response Plan comprises of the following steps:

Initial report and triage

An initial assessment of the reported data breach will be undertaken to determine the type and sensitivity of personal information involved, the persons to whom the personal information was exposed, the risk of harm to the individuals involved and the nature of any potential harm, and whether it may be necessary to convene a Data Breach Response Team.

Contain

Council will immediately make all reasonable efforts to contain the breach as soon as possible to prevent any further compromise of personal information and minimise harm to affected individuals.

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)**Assess and mitigate**

An assessment of the data breach will be undertaken to determine the cause of the data breach, understand the risk of harm to affected individuals, and identify and take all appropriate actions to limit the impact of the data breach.

An assessment must be carried out within 30 days after a suspected data breach is reported to determine whether there are reasonable grounds to believe that the suspected data breach is an eligible data breach.

For a data breach to constitute an 'eligible data breach' under the MNDB Scheme, there are two tests to be satisfied:

1. There is an unauthorised access to, or unauthorised disclosure of, personal information held by a public sector agency or there is a loss of personal information held by a public sector agency in circumstances that are likely to result in unauthorised access to, or unauthorised disclosure of, the information, and
2. A reasonable person would conclude that the access or disclosure of the information would be likely to result in serious harm to an individual to whom the information relates.

Notify

Council must notify the NSW Privacy Commissioner and affected individuals of eligible data breaches.

Once it is determined that an eligible data breach has occurred, the NSW Privacy Commissioner must be immediately notified in the approved form, with a follow up notification provided of any information that was not included in the initial notification. Affected individuals must be notified as soon as practicable. If we are unable to directly notify any or all affected individuals, we will issue and publish a public notification.

Review

Following a data breach, a post incident review will be undertaken to identify and remediate any processes or weaknesses in information security and data handling that may have contributed to the data breach to prevent future breaches, and to assess the effectiveness of this policy and the data breach response process.

Record-keeping

Council will maintain appropriate records to provide evidence of how all data breaches are managed.

Council will establish and maintain an internal register of eligible data breaches.

Council will maintain and publish on our website a public notification register of any public data breach notifications that we have issued.

Training and awareness

Council will provide regular training to Council staff and contractors on the importance of safeguarding personal information, how to identify and report a suspected data breach, and the data breach response process.

Accessibility of this policy

This policy will be made publicly available on Council's website as well as the staff intranet.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

Review and Testing

This policy will be reviewed, tested, and updated on an annual basis.

Roles and Responsibilities

General Manager

The General Manager is responsible for:

- Ensuring that Council is compliant with all relevant laws and regulations.
- Determining whether a Data Breach Response Team is to be convened and selecting the members of the Data Breach Response Team.
- Approving an extension of time to conduct the assessment of a suspected data breach.
- Determining whether the data breach is eligible for external notification.
- Undertaking external notifications to the NSW Privacy Commissioner and affected individuals/organisations.
- Notifying the NSW Privacy Commissioner of any further information and when an extension of time to the assessment period has been approved.
- Notifying Council's insurers as required.

Executive Manager Customer and Digital Services

- Having an approved Data Breach Policy and Data Breach Response Plan in place to manage Council's data breach response.
- Taking action to respond to the actual or suspected data breach in accordance with the Data Breach Response Plan.
- Implementing any longer terms actions to contain and response to security threats to Council's ICT systems and infrastructure.

Privacy Officer

The Manager Enterprise Architecture is Council's Privacy Officer.

The Privacy Officer is responsible for:

- Receiving and assessing reports of actual or suspected data breaches.
- Initiating the Data Breach Response Plan.
- Preparing an initial data breach assessment report, including advice for the General Manager to determine if a Data Breach Response Plan is to be convened.
- Investigating and managing Council's response to a data breach where it is determined that a Data Breach Response Team is not necessary.
- Reviewing and updating the Data Breach Policy and Data Breach Response Plan.
- Planning, initiating, overseeing, and reporting on the testing of this policy and the Data Breach Response Plan.

Data Breach Response Team

The Data Breach Response Team is responsible for:

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- Assembling promptly to investigate and manage Council's response to a data breach in accordance with the Data Breach Response Plan.
- Preparing advice for the General Manager to determine if the data breach is eligible for external notification.

Vendors/Third Parties

Vendors/Third Parties are responsible for:

- Immediately notifying Council of any actual or suspected data breaches affecting Council.
- Having appropriate security measures in place to protect any personal information it collects or manages on behalf of Council.

All staff

All Council staff, councillors, contractors, and volunteers are responsible for:

- Immediately reporting any actual or suspected data breaches to the Privacy Officer.
- Undertaking required training relating to privacy, PPIP Act requirements, and Council's data breach response process.
- Complying with this policy.

Members of the Public

Members of the public outside of Council can report an actual or suspected data breach affecting Council.

Policy Definitions

Affected individual	<p>As defined in section 59D of the PPIP Act, an affected individual is an individual:</p> <ul style="list-style-type: none"> • to whom the information subject to unauthorised access, unauthorised disclosure or loss relates, and • who a reasonable person would conclude is likely to suffer serious harm as a result of the data breach.
Data breach	<p>Data breach means unauthorised access to, or unauthorised disclosure of, personal information or a loss of personal information. Examples of a data breach are when a device containing personal information is lost or stolen, an entity's database containing personal information is hacked or an entity mistakenly provides personal information to the wrong person.</p>
Data Breach Response Team	<p>Team of assessors assigned to investigate and manage Council's response to a data breach as outlined in the Data Breach Response Plan.</p> <p>The General Manager will determine if a Data Breach Response Team is to be convened and select the members of the Data Breach Response Team. A member of the Data Breach Response Team may be:</p> <ul style="list-style-type: none"> • An officer or employee of Maitland City Council, or

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

	<ul style="list-style-type: none"> • An officer or employee of another public sector agency acting on behalf of Maitland City Council, or • A person acting on behalf of Maitland City Council, or a person employed by that person (e.g., an individual employed by a third party to carry out the assessment for Maitland City Council). • To the exclusion of any person the General Manager reasonably suspects was involved in an act or omission that led to the data breach.
Eligible data breach	<p>As defined in section 59D of the PPIP Act, an eligible data breach means:</p> <p>(a) there is unauthorised access to, or unauthorised disclosure of, personal information held by a public sector agency and a reasonable person would conclude that the access or disclosure of the information would be likely to result in serious harm to an individual to whom the information relates, or</p> <p>(b) personal information held by a public sector agency is lost in circumstances where—</p> <p>(i) unauthorised access to, or unauthorised disclosure of, the information is likely to occur, and</p> <p>(ii) if the unauthorised access to, or unauthorised disclosure of, the information were to occur, a reasonable person would conclude that the access or disclosure would be likely to result in serious harm to an individual to whom the information relates.</p>
Health information	A specific type of personal information which may include information or an opinion about the physical or mental health or a disability (at any time) of an individual. This includes, for example, information contained in medical certificates, information about medical appointments or test results.
Loss	Loss refers to the accidental or inadvertent loss of personal information held by Council, in circumstances where it is likely to result in unauthorised access or disclosure. For example, where a staff member leaves personal information (including hard copy documents, unsecured computer equipment, or portable storage devices containing personal information) on public transport.
Personal information	<p>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 could be reasonably ascertained from the information or opinion, as defined in section 4 of the PPIP Act.</p> <p>For the purpose of this policy, personal information includes health information within the meaning of the <i>Health Records and Information Privacy Act 2002</i>.</p>

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

Public data breach notification	Notification made to the public at large rather than a direct notification to an identified individual.
Serious harm	<p>Serious harm occurs where the harm arising from the eligible data breach has, or may, result in a real and substantial detrimental effect to the affected individual. That is, the effect on the individual must be more than mere irritation, annoyance, or inconvenience.</p> <p>Harm to an individual includes physical harm, economic, financial, or material harm, emotional or psychological harm; reputational harm, and other forms of serious harm that a reasonable person in Council's position would identify as a possible outcome of the data breach.</p>
Unauthorised access	Unauthorised access of personal information occurs when personal information that an entity holds is accessed by someone who is not permitted to have access. This includes unauthorised access by an employee of the entity, or an independent contractor, as well as unauthorised access by an external third party (such as by hacking). For example, a staff member browses a fellow employee's personnel record without any legitimate purpose.
Unauthorised disclosure	Unauthorised disclosure occurs when an entity, whether intentionally or unintentionally, makes personal information accessible or visible to others outside the organisation, and releases that information from its effective control in a way that is not permitted by the PPIP Act. This includes an unauthorised disclosure by an employee of the organisation. For example, a staff member accidentally publishes a confidential data file containing the personal information of one or more individuals on the internet.

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

Policy Administration

BUSINESS GROUP:	Customer and Digital Services
RESPONSIBLE OFFICER:	Executive Manager Customer and Digital Services
COUNCIL REFERENCE:	
POLICY REVIEW DATE:	Three (3) year from date of adoption
FILE NUMBER:	35/1
RELEVANT LEGISLATION	Health Records and Information Protection Act 2002 (NSW) Privacy and Personal Information Protection Act 1998 (NSW) Privacy and Personal Information Protection Amendment Bill 2022 (NSW) Privacy and Personal information Protection Regulation 2019 (NSW) State Records Act 1998 (NSW)
RELATED POLICIES / PROCEDURES / PROTOCOLS	Privacy Management Plan Privacy Policy Records Management Policy Cyber Information Security Policy

Policy History

VERSION	DATE APPROVED	DESCRIPTION OF CHANGES
1.0	24/10/2023	New policy to comply with the mandatory notification provisions under Part 6A of the PPIP Act
1.1	26/11/2024	Amended roles and responsibilities to be aligned to new MCC structure and Customer and Digital Services functions, added privacy email address. New Branding.

Policy and Finance Committee

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN

Privacy Management Plan

Meeting Date: 26 November 2024

Attachment No: 3

Number of Pages: 32

Privacy Management Plan

Date Adopted: 26 November, 2024

Version: 5.1

Objectives

The objective of the Privacy Management Plan ('PMP') and the included Data Breach Response Plan ('DBP') is to:

- Establish practices and procedures to protect the privacy rights of individuals with respect to all forms of personal and health information held by Maitland City Council.
- Specify how Maitland City Council handles the personal and health information it collects, stores, accesses, uses and discloses in the course of its business activities.
- Ensure Maitland City Council complies with the principles and requirements of the Privacy and Personal Information Protection Act 1998 (NSW) ('PPIP Act'), the Health Records and Information Privacy Act 2002 (NSW) ('HRIP Act'), and the Privacy Code of Practice for Local Government ('privacy obligations').
- Ensure that processes are established by Council to identify, contain, assess and manage a data breach and notification process to affected individuals.

Scope

The privacy obligations and the PMP and DBP apply to the General Manager, Councillors, staff, contractors, volunteers, and committees of Maitland City Council.

Council will take reasonable steps to ensure that all such parties are made aware that they must comply with the privacy obligations and PMP and DBP.

Privacy Management Plan Statement

Maitland City Council is committed to appropriately handling, managing, and protecting the personal and health information it collects and holds.

As a public sector agency, Council is required to have a privacy management plan in accordance with section 33 of the PPIP Act.

This plan addresses particular matters that affect personal information collected and held by Maitland City Council and provides Council staff with guidance on the privacy obligations and sets out practices and procedures which have been adopted to minimise the risk of inappropriately releasing personal information and non-compliance whilst still enabling Council to conduct its functions.

Personal and health information

What is personal information?

Personal information is defined in section 4 of the PPIP Act as:

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

‘Information or 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 could reasonably be ascertained from the information or opinion’.

What is not personal information?

Personal information does not include:

- Information about an individual that is contained in a publicly available publication, such as:
 - Personal information in a newspaper, magazine, book, or advertisement that is distributed broadly to the public,
 - Personal information on the internet,
 - Personal information in Council business papers that are available to the public; and
 - Personal information on electoral rolls.
- Information about an individual who has been deceased for more than 30 years.
- Information about an individual that is contained in a public interest disclosure or collected in the course of an investigation arising out of a public interest disclosure within the meaning of the *Public Interest Disclosures Act 2022 (NSW)*.

Examples of personal and health information

Council holds personal and health information concerning its customers, ratepayers, and residents such as:

- Names, home addresses, and telephone numbers of individuals
- Property ownership details and information regarding concessions
- Personal information relevant to the processing of development applications
- Information concerning contact with Council regarding provision of services including the completion of application forms and lodging of customer service requests.
- Bank account details of debtors and creditors to Council
- Children and young people attending Council events (such as vaccination programs)
- Council holds personal information concerning Councillors such as:
 - Personal contact information
 - Complaints and conduct matters
 - Pecuniary interest returns
 - Entitlements to fees, expenses, facilities and reimbursements including bank account detail

Council holds personal and health information concerning its employees such as:

- Information acquired in the course of recruitment and selection including criminal history check, bankruptcy check, and pre-employment medical assessment
- Training and qualifications
- Working with children checks
- Leave and payroll data

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- Personal contact information
- Emergency contact details
- Performance management plans
- Disciplinary matters
- Pecuniary interest returns
- Wage and salary entitlements and payments including bank account details
- Workers compensation claims, medical certificates, and injury documentation

Council holds personal and health information concerning its volunteers such as:

- Personal contact information
- Training and qualifications e.g., Responsible Service of Alcohol for events
- Working with children checks
- Type of volunteer
- Emergency contact details
- Volunteer application forms

Roles and responsibilities

General Manager

The General Manager is responsible for ensuring that Council complies with its obligations under the PPIP Act, HRIP Act, and this PMP.

Privacy Officer

The Council's Privacy Officer is the Manager of Enterprise Architecture You may contact the Privacy Officer for information regarding:

- how the Council manages personal and health information
- guidance for access to and amendment of personal or health information
- guidance on broad privacy issues and compliance
- requests to conduct internal reviews about possible breaches of the PPIP Act and HRIP Act (unless the subject of the review is the conduct of the Privacy Officer).
- Contact the Privacy Officer on privacy@maitland.nsw.gov.au

The Council's Privacy Officer is responsible for:

- Assisting the General Manager to ensure Council's compliance with obligations under the PPIP Act, HRIP Act, and this PMP.
- Creating awareness of this PMP.
- Coordinating steps to ensure Council complies with the PPIP Act and HRIP Act.
- Coordinating requests for the suppression of personal information.
- Coordinating requests for and undertaking internal reviews, including liaising with the NSW Privacy Commissioner regarding internal reviews.
- Providing advice on matters relating to privacy and personal information.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- Reviewing and updating this PMP.
- Ensuring this PMP is made publicly available on Council's website and staff intranet.

All Staff

All Council staff, councillors, contractors, volunteers, and committee members are responsible for:

- Collecting, storing, accessing, and disclosing personal information in accordance with this PMP and clauses relating to personal information in Council's Code of Conduct.
- Always including privacy disclaimers when collecting personal information
- Undertaking relevant training as required to use this PMP and comply with privacy obligations.
- Seeking advice from the Privacy Officer if they are unsure about a privacy issue.
- Not committing any offences under the PPIP Act and HRIP Act.

Public registers

Council is required under various Acts to maintain a number of public registers and to make them available for public inspection. A public register is a register of personal information that is required by law to be, or is made, publicly available or open to public inspection (whether or not on payment of a fee). Council is required to ensure that any access to personal information in a register is consistent with the purpose for which the register exists.

A detailed list of registers and access provisions can be found in Council's *'Right to Information Guidelines'*, available on Council's website.

Disclosure of personal information contained in public registers

Council will not disclose personal information kept in public registers unless Council is satisfied that the information is to be used for a purpose relating to the purpose of the register or the Act under which the register is kept.

Application to access records on a public register

Under section 57 of the PPIP Act, before disclosing personal information contained in a public register, Council must be satisfied that the individual requesting access to the personal information intends to use the information for a purpose relating to the purpose of the register or the Act under which the register is kept.

An individual may request access to personal information contained in a public register by completing and submitting an *'Application for Access to Personal Information Form'* on Council's website.

Upon receipt of the completed application form, Council will provide without excessive delay and expense details of the personal information it holds that relate to that individual. The application will be processed within 20 working days.

Council can determine to provide a copy of the whole or part of a register depending on whether such disclosure fits with the purpose for which it was collected.

Suppression of personal information

In certain circumstances a person may request the suppression of their personal information held in a public register in accordance with Section 58 of the PPIP Act, and from any other document or record held by Council.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

A person may request Council to not publish their personal information if they consider that the safety or wellbeing of a person would be affected by the information being placed on the public register or released by Council. Council will suppress the information in accordance with the request unless Council is of the opinion that the public interest in maintaining public access to the information outweighs any individual interest in suppressing the information. When in doubt, Council will favour suppression. Any information that is suppressed from the public register may still be kept for other purposes.

An application for suppression should be made in writing and addressed to Council's Privacy Officer stating the reasons for the request. The Council may require additional supporting documentation where appropriate.

Information Protection Principles and Health Privacy Principles

Council must comply with the 12 Information Protection Principles ('IPP') contained in Part 2, Division 1 of the PPIP Act, and the 15 Health Privacy Principles ('HPP') contained in Schedule 1 of the HRIP Act. An overview of the principles as they apply to Council is included below.

IPP 1 & HPP 1 – Lawful collection

Council will not collect personal or health information by any unlawful means. Council will only collect personal or health information reasonably necessary for a lawful purpose directly related to a function or activity of the Council and necessary for that purpose. The *Local Government Act 1993* (NSW) and other relevant Acts govern the functions and activities carried out by Council.

Council will collect and deliver personal information to and from government departments involved in the normal functions of Council's operations.

Council will collect information:

- Verbally (e.g., face to face in meetings, over the counter or on the phone)
- Via forms completed by individuals
- By correspondence both electronically and in physical form
- From Government and non-government agencies

IPP 2 & HPP3 – Direct collection

When collecting personal information Council will collect personal information directly from the individual to whom the information relates, unless the individual has authorised collection from someone else or the information has been provided by a parent or guardian of a person under the age of 16 years or is incapacitated by disability or age.

IPP 3 & HPP 4 – Requirements when collecting information

When collecting information from an individual Council will take reasonable steps to ensure the individual is notified of:

- The fact that information is being collected
- The purpose for which the information is collected
- The intended recipients of the information
- Whether the supply of information is required by law or is voluntary, and the consequences for the individual if the information (or any part of it) is not provided
- The existence of any right of access to and correction of the information

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- Council's name and address where the information will be stored

Where practicable, a privacy protection notice will be included on any forms where Council is collecting personal or health information. If health information is collected about an individual from someone else, reasonable steps must be taken to ensure that the individual has been notified, unless making the individual aware would impose a serious threat.

IPP 4 & HPP 2 – Other requirements for collection

Council will take reasonable steps to ensure that:

- Information collected is relevant to a purpose, is not excessive, and is accurate, up to date and complete
- The collection of the information does not intrude to an unreasonable extent on the personal affairs of the individual to whom the information relates.

The exemption to this relevance is for information collected by CCTV per section 9 of the PPIP Regulation.

IPP 5 & HPP 5 – Retention & security

Council will ensure:

- That personal and health information is stored securely.
- That personal and health information is used for a lawful purpose and is kept for no longer than required
- That personal and health information will be disposed of securely and in accordance with the State Records Act 1998 (NSW).
- Reasonable steps are taken to protect personal and health information against loss, unauthorised access, use, modification, or disclosure and against all other misuse.
- If it is necessary to release the information to a person in connection with the provision of a service of Council, everything reasonable is done to prevent unauthorised use or disclosure of the information and the owner of the information is consulted and informed of any such release in accordance with the abovementioned Acts.

The disposal of Council records is carried out in accordance with the State Records Act 1998 (NSW), the NSW General Disposal Authority for Local Government (GA39) and Council's Records Management Policy.

IPP 6 & HPP 6 – Information held by agencies

Council will take all reasonable steps to enable a person to determine whether Council holds personal or health information about them and upon such request Council will advise the person of the:

- Nature of that information
- The main purpose for which the information is held
- The persons entitlement to access that information

These Principles are subject to the *Government Information (Public Access) Act 2009* (NSW).

Note: Broad categories of personal and health information held by the Council are referred to in section 1.4 of this PMP.

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

IPP 7 & HPP 7 – Access to own information

At the request of an individual, Council will provide, without excessive delay and expense, details of the personal and/or health information it holds that relates to that individual.

To determine if Council holds personal or health information about them a person may complete an *'Application for Access to Personal Information'* form on Council's website.

The application will be processed within 20 working days.

Current staff can enquire with the Human Resources team to access their personnel records. Past employees will be required to submit a formal access to information application in accordance with Council's Right to Information Policy.

IPP 8 & HPP 8 – Alteration of information

Any person who is concerned with the inaccuracy or unacceptable use of their personal or health information kept by Council may request, in writing, for amendments to be made to that information.

Requests to alter personal or health information must be made using the *'Application for Alteration to Personal Information'* form available on Council's website. This request should be accompanied by appropriate evidence to support the making of an amendment that is sufficient to satisfy the Council that the amendment is factually correct and appropriate.

Council has an obligation to take steps to amend (whether by way of corrections, deletions, or additions) personal and health information where appropriate to ensure the personal and health information is accurate, relevant, up to date, not misleading and having regard to the purpose for which it was collected.

If Council decides that it will not amend the information it must, if requested by the individual concerned, take such steps as are reasonable to add the additional information enabling it to be read with the existing information and notify the individual concerned.

The individual to whom the information relates is entitled, if it is reasonably practicable, to have the recipients of the information notified of the amendments made by Council.

Incorrect records will be physically altered; whether computerised or in hard copy format.

Council's Privacy Officer will approve the required changes where applicable.

IPP 9 & HPP 9 – Accuracy of information

Prior to use or disclosure, Council will take reasonable steps to ensure that personal and health information is relevant, accurate, up to date, complete and not misleading. In doing so, Council will have regard to the purpose for which the information was collected and its proposed use.

IPP 10 & HPP 10 – Limits on use of information

Council will not use personal or health information for a purpose other than for that which it was collected unless:

- The individual to whom the information relates has consented to the use of the information for that other purpose
- The other purpose for which the information is used is directly related to the purpose for which it was collected

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- The use of the information for that other purpose is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual to whom the information relates or of another person

Some information collected by Council may be used for a variety of purposes. For example, the names and addresses of individual owners of property kept as part of Council's rates records may be used to notify adjoining owners of proposed developments, to identify companion animal ownership, evaluate land dedications and laneway status and to notify residents and ratepayers of Council services and activities. Individuals will not be notified for the use of personal information by Council staff to perform Council functions.

Personnel, health and recruiting records will only be released to the individual to whom the information relates as well as appropriate staff performing Council functions for which the information is held. Personnel information may only be released on the written authority of the individual staff member concerned.

IPP 11 and HPP 11 – Limits on disclosure of information

Council will not disclose personal information unless:

- The disclosure is directly related to the purpose for which it was collected and there is no reason to believe the individual concerned would object to the disclosure
- The individual has been made aware that this kind of information is usually released
- Disclosure is necessary to prevent or lessen a serious or imminent threat to the life of the individual concerned or another person

Members of the public can apply to access personal information held by Council that is not their own personal information under the *Government Information (Public Access) (GIPA) Act 2009 (NSW)*. For further information please refer to Council's Right to Information Policy and Guidelines.

Council will only disclose health information in the following circumstances:

- With the consent of the individual to whom the information relates
- For the purpose for which the health information was collected or a directly related purpose that the individual to whom it relates would expect
- If an exemption applies

IPP 12 – Special restrictions on disclosure of personal information

Council will take reasonable care not to disclose personal information that:

- Relates to an individual's ethnic or racial origin, political opinions, religious or philosophical beliefs, trade union membership, health or sexual activities unless the disclosure is necessary to prevent a serious or imminent threat to the life or health of the individual concerned or another person
- Relates to an enquiry from anyone outside the State of NSW or to a Commonwealth agency unless:
 - A relevant privacy law applies to personal information in force in that jurisdiction
 - The disclosure is permitted under a privacy code of practice (a law determined by the Privacy Commissioner and published in the Government Gazette)

Further Health Information Privacy Principles

To the extent that Council collects personal health information in respect of an individual, Council will adhere to the 15 Health Privacy Principles as detailed in Schedule 1 of the Health Records and Information Privacy Act 2002. The following lists the additional health privacy principles which do not directly correlate with an information protection principle.

HPP 12 – Identifiers

Council will only give an identification number to health information if it is reasonably necessary for Council to carry out its functions effectively.

HPP 13 – Anonymity

Where it is lawful and practical Council will give individuals the opportunity to remain anonymous when receiving health services in conjunction with Council.

HPP 14 – Transborder data flow

Council will only transfer health information outside of NSW if the requirements of health protection principle 14 are met.

HPP 15 – Linkage of health records

Council will only include health information in a system to link health records across more than one organisation if the individual to whom the health information relates gives their express consent to the link.

Exemptions

Part 2, Division 3 of the PPIP Act contain specific exemptions from compliance with the above-mentioned principles in certain circumstances. These exemptions include:

- Section 23 – exemptions relating to law enforcement and related matters
- Section 23A – exemptions relating to ASIO
- Section 24 – exemptions relating to investigative agencies
- Section 25 – exemptions when non-compliance is lawfully authorised or required
- Section 26 – exemptions where non-compliance would benefit the individual – including when compliance would cause prejudice and consent to non-compliance
- Section 27 – exemptions relating to certain law enforcement agencies
- Section 27A – exemptions relating to information exchanges between public sector agencies

Further to the above statutory exemptions, the Privacy Code of Practice for Local Government also makes provisions for non-compliance with the principles in certain circumstances. For example, allowing the indirect collection of information which is reasonably necessary when an award, prize, benefit or similar form of recognition is intended to be conferred upon the person to whom the information relates.

Mandatory Notification of a Data Breach

The PPIP Act, incorporates a Mandatory Notification of Breach ('MNDB') Scheme that requires Council to notify the NSW Privacy Commissioner and affected individuals of data breaches involving personal or health information likely to result in serious harm.

Council has developed a Data Breach Policy and Data Breach Response Plan that sets out how Council will respond to a data breach.

What is a data breach?

A data breach occurs when personal information held by Council (whether held in digital or hard copy) is subject to unauthorised access, unauthorised disclosure or is lost in circumstances where the loss is likely to result in unauthorised access or unauthorised disclosure.

This may or may not involve disclosure of personal information external to Council or publicly. For example, unauthorised access to personal information by a Council staff member, or unauthorised sharing of personal information between teams within Council may constitute a data breach.

A data breach may occur as the result of malicious action, systems failure, or human error. A data breach may also occur because of a misconception about whether a particular act or practice is permitted under the Information Protection Principles ('IPPs').

Examples of when a data breach may occur include:

- When a letter or email containing personal information is sent to the wrong recipient.
- When a physical asset like a laptop or USB stick containing personal information is lost, misplaced, or stolen.
- Cyber incidents such as ransomware, malware, hacking or phishing.
- Where a coding error allows access to a system without authentication.
- Insider threats from employees using their valid credentials to access or disclose personal information outside the scope of their duties or permissions.

Complaints and internal review

Individuals right to internal review

Individuals have a right to request an internal review under Part 5 of the PPIP Act if they are aggrieved by the conduct of Council. 'Conduct' can mean an action, a decision, or even inaction by Council, such as:

- Perceived contravention of a privacy or health principle that applies to Council
- Perceived contravention of a code of practice that applies to Council
- Disclosure of personal information kept on a public register

Internal review process

A request for internal review must be made in writing and addressed attention to the Privacy Officer through the following channels:

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- **Email:** privacy@maitland.nsw.gov.au
- **Post:**

The Privacy Officer
Maitland City Council
PO Box 220
Maitland NSW 2320

The [Privacy Internal Review Form \(Information and Privacy Commission\)](#) can be used.

On receipt of the internal review request, Council will forward a copy to the NSW Privacy Commissioner. Council will inform the NSW Privacy Commissioner of progress and the outcome of the review.

An application for internal review must be lodged within six months from the time the applicant first became aware of the conduct which is the subject of the internal review application.

At all times the content of the review will be kept confidential.

The internal review will be conducted by the Privacy Officer, or an appropriately qualified staff of Council, who does not have a conflict of interest.

The review will be completed as soon as reasonably practicable within 60 days from the receipt of the application for review.

Following completion of the review Council will do one or more of the following:

- Take no further action on the matter
- Make a formal apology to the applicant
- Take appropriate remedial action
- Provide undertakings that the conduct will not occur again
- Implement administrative measures to ensure that the conduct will not occur again

As soon as practicable within 14 days of the completion of the review Council will notify the applicant in writing of:

- The outcome and reasons for the decision
- Any proposed actions to be taken
- The right of the applicant to have those findings and the Council's proposed action reviewed by the Administrative and Equal Opportunity Division of the NSW Civil & Administrative Tribunal.

External review

If the applicant is not satisfied with the outcome of an internal review, they can apply to the NSW Civil and Administrative Tribunal ('NCAT') for an external review. An applicant has 28 days from the date of the internal review decision to seek a review by NCAT.

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

To request an external review, you must apply directly to the Administrative and Equal Opportunity Division of the NCAT, which has the power to make binding decisions on an external review. Contact details provided below:

Website: www.ncat.nsw.gov.au
Email: aeod@ncat.nsw.gov.au
Phone: 1300 006 228
Post: PO Box K1026, Haymarket NSW 1240
Office address: Level 10, John Maddison Tower,
86-90 Goulburn Street, Sydney NSW 2000

Role of the NSW Privacy Commissioner

The NSW Privacy Commissioner's functions include:

- Promoting the adoption and monitoring the compliance with the privacy and health principles
- Preparing guidelines in respect of privacy matters
- Providing advice and conducting research on the protection of personal information and the privacy of individuals

Receiving and investigating complaints about privacy related matters – complaints can be lodged directly with the NSW Information and Privacy Commission instead of to Council.

Offences

Part 8 of the Privacy and Personal Information Protection Act 1998 NSW and the Health Records and Information Privacy Act 2002 NSW contain offences for certain conduct of public sector officials and other persons. For example, there are offences relating to corrupt disclosure and use of personal and health information by public sector officials, inappropriately offering to supply personal or health information that has been disclosed unlawfully, and wilfully obstructing or hindering the Privacy Commissioner or their employees from performing their role.

Section 664 of the *Local Government Act 1993* (NSW) makes it an offence for anyone to disclose information except in accordance with that section.

Contravention of privacy obligations and this PMP will be investigated, and staff may be subject to disciplinary action.

Training and education

Appropriate training and/or briefings will be provided on a periodic basis and on induction to staff and councillors on our privacy obligations. This training will be supplemented by resources available on the staff intranet.

Council's Privacy Officer will be available to provide assistance and advice to staff on privacy matters as and when required.

Review and Reporting of this Plan

This PMP will be reviewed every three years, or earlier if required by any legislative change, or to enhance the application of the legislation and/or regulations supporting this PMP.

A copy of this PMP will be provided to the NSW Privacy Commissioner as soon as practicable after the PMP is amended, as required under section 33(5) of the PPIP Act.

Accessibility of this Plan

This PMP will be made publicly available on Council's website and staff intranet.

Further information

For assistance in understanding the process associated with the PPIP Act and the HRIP Act, the following organisations can be contacted:

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

Maitland City Council

Privacy Officer

PO Box 220

Maitland NSW 2320

Phone: (02) 4934 9700

Email: privacy@maitland.nsw.gov.auWebsite: www.maitland.nsw.gov.au**Information and Privacy Commission NSW**

GPO Box 7011

Sydney NSW 2001

Phone: 1800 472 679

Email: ipcinfo@ipc.nsw.gov.auWebsite: www.ipc.nsw.gov.au**NSW Civil and Administrative Tribunal – Administrative and Equal Opportunity Division**

Level 10 John Maddison Tower

86-90 Goulburn Street

Sydney NSW 2000

Phone: 1300 006 228

Website: www.ncat.nsw.gov.au**Data Breach Response Plan Statement**

The Data Breach Response Plan ('DBP') sets out the roles and responsibilities of Maitland City Council ('Council') staff in the event Council experiences a data breach, or suspects that a data breach has occurred.

The DBP outlines the process established by Council to identify, contain, assess, and manage a data breach and, where considered an eligible data breach, notifying the NSW Privacy Commissioner and affected individuals.

This DBP should be read in conjunction with Council's Breach Data Policy.

Roles and Responsibilities**General Manager**

The General Manager is responsible for:

- Ensuring that Council is compliant with all relevant laws and regulations.
- Determining whether a Data Breach Response Team is to be convened and selecting the members of the Data Breach Response Team.
- Approving an extension of time to conduct the assessment of a suspected data breach.
- Determining whether the data breach is eligible for external notification.
- Undertaking external notifications to the NSW Privacy Commissioner and affected individuals/organisations.
- Notifying the NSW Privacy Commissioner of any further information and when an extension of time to the assessment period has been approved.
- Notifying Council's insurers as required.

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)**Group Manager Customer and Digital Services**

- Having an approved Data Breach Policy and Data Breach Response Plan in place to manage Council's data breach response.
- Taking action to respond to the actual or suspected data breach in accordance with the Data Breach Response Plan.
- Implementing any longer terms actions to contain and response to security threats to Council's ICT systems and infrastructure.

Executive Manager Digital Transformation

The Executive Manager Digital Transformation is responsible for:

- Taking action to respond to the actual or suspected data breach in accordance with the Data Breach Response Plan.
- Implementing any longer terms actions to contain and response to security threats to Council's ICT systems and infrastructure.

Privacy Officer

The Manager Governance and Risk is Council's Privacy Officer.

The Privacy Officer is responsible for:

- Receiving and assessing reports of actual or suspected data breaches.
- Initiating the Data Breach Response Plan.
- Preparing an initial data breach assessment report, including advice for the General Manager to determine if a Data Breach Response Plan is to be convened.
- Investigating and managing Council's response to a data breach where it is determined that a Data Breach Response Team is not necessary.
- Reviewing and updating the Data Breach Policy and Data Breach Response Plan.
- Planning, initiating, overseeing, and reporting on the testing of the Data Breach Policy and the Data Breach Response Plan.

Data Breach Response Team

The Data Breach Response Team is responsible for:

- Assembling promptly to investigate and manage Council's response to a data breach in accordance with the Data Breach Response Plan.
- Preparing advice for the General Manager to determine if the data breach is eligible for external notification.

Vendors/Third Parties

Vendors/Third Parties are responsible for:

- Immediately notifying Council of any actual or suspected data breaches affecting Council.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- Having appropriate security measures in place to protect any personal information it collects or manages on behalf of Council.

All staff

All Council staff, councillors, contractors, and volunteers are responsible for:

- Immediately reporting any actual or suspected data breaches to the Privacy Officer.
- Undertaking required training relating to privacy, PPIP Act requirements, and Council's data breach response process.
- Complying with the Data Breach Policy and the Data Breach Response Plan.

Members of the Public

Members of the public outside of Council can report an actual or suspected data breach affecting Council.

Reporting a suspected data breach

Any Council staff member, councillor, contractor, volunteer, third party, or member of the public with reasonable grounds to suspect that a data breach has occurred should immediately report the suspected breach to Council's Privacy Officer (privacy@maitland.nsw.gov.au), providing as much information as you can about the suspected data breach.

Refer to **Section 4.1** of this Plan for what information to include in your report.

You should also notify your direct supervisor of the suspected data breach; vendors and any other third parties should also notify their primary contact person at Council.

Data Breach Response Plan

Council's Data Breach Response Plan comprises of the following steps:

1. **INITIAL REPORT AND TRIAGE:** Identifying, communicating, and triaging breach reports.
2. **CONTAIN:** Taking immediate action to contain the breach as soon as possible to prevent any further compromise of personal information and minimise harm to affected individuals.
3. **ASSESS AND MITIGATE:** Assessing the data breach to understand the risks associated with the data breach, and identifying and taking all appropriate actions to limit the impact of the data breach.
4. **NOTIFY:** Notifying the NSW Privacy Commissioner and affected individuals of eligible data breaches.
5. **REVIEW:** Reviewing and considering what actions can be taken to prevent future breaches and assessing the effectiveness of the data breach response process.

Initial report and triage

Where possible, the person who identified the suspected data breach should try and provide the following information:

- contact name and number of persons reporting the incident,

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- the type of data or information involved,
- whether the loss of the data puts any person or other data at risk,
- location of the incident,
- date and time the breach occurred,
- location of data or equipment affected,
- type and circumstances of the incident.

The Privacy Officer will undertake an initial assessment of the reported data breach, in consultation with relevant internal stakeholders. This assessment will consider:

- the type and sensitivity of information involved,
- whether the information was protected by security measures,
- the persons to whom the information was exposed,
- the risk of harm to the individuals involved and the nature of any potential harm.

Depending on the nature and severity of the breach, it may be necessary to convene a Data Breach Response Team to investigate and manage Council's response. On advice from the Privacy Officer, the General Manager will determine if a Data Breach Response Team is to be convened and select the members of the Data Breach Response Team. A member of the Data Breach Response Team may be:

- An officer or employee of Maitland City Council, or
- An officer or employee of another public sector agency acting on behalf of Maitland City Council, or
- A person acting on behalf of Maitland City Council, or a person employed by that person (e.g., an individual employed by a third party to carry out the assessment for Maitland City Council).
- To the exclusion of any person the General Manager reasonably suspects was involved in an act or omission that led to the data breach.

Contain

Under section 59E(2)(a) of the PPIP Act, once becoming aware that there are reasonable grounds to suspect there may have been an eligible data breach, Council will immediately make all reasonable efforts to contain the breach as soon as possible to prevent further compromise of personal information and minimise harm to affected individuals.

'Containing' a data breach means limiting its extent, duration, or preventing it from intensifying.

What efforts are reasonable to contain a breach will depend on the circumstances and severity of the breach, including:

- The type of data breach.
- Who has access to the personal information.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- The extent to which the breached personal information is still being shared, disclosed, or lost without authorisation.
- The degree of harm that may result from continued exposure or dissemination of the records and the likelihood of such harm occurring, noting that agencies should mitigate even minor harms unless the cost, time and effort required to do so are excessively prohibitive.
- The availability and suitability of containment measures, considering their effectiveness, their impact on other individuals or agency operations, their practicality, and other relevant factors such as whether they would result in loss of evidence.

During this preliminary stage, care must be taken not to destroy evidence that may be valuable in identifying the cause of the breach, or that would enable Council to address all risks posed to affected individuals or Council.

Assess and mitigate

After a suspected data breach is reported, an assessment must be carried out within 30 days and in an expeditious way to determine whether there are reasonable grounds to believe that the suspected data breach is in fact an eligible data breach.

Under section 59F of the PPIP Act, when assessing a data breach, the General Manager must make all reasonable attempts to mitigate the harm done by the suspected breach.

Assessing a data breach

The assessment of the data breach will involve:

1. **Information gathering:** collect all relevant information regarding the suspected breach. This may involve contacting relevant stakeholders, identifying what information was or may have been compromised, and investigating logs or other evidence from compromised systems that may be relevant to the assessment of the suspected breach.
2. **Analysis:** review the information collected during the previous phase to evaluate the scale, scope, and content of the suspected data breach and its potential impact on affected individuals.
3. **Decision:** come to a decision as to the eligibility of the suspected data breach based on the factors considered throughout the analysis. The General Manager is responsible for determining if an eligible data breach has occurred.
4. Council will consult the Guidelines issued by the NSW Privacy Commissioner on the assessment of data breaches.

Determining if a data breach is an eligible data breach

For a data breach to constitute an 'eligible data breach' under the MNDB Scheme, there are two tests to be satisfied:

1. There is an unauthorised access to, or unauthorised disclosure of, personal information held by a public sector agency or there is a loss of personal information held by a public sector agency in circumstances that are likely to result in unauthorised access to, or unauthorised disclosure of, the information, and
2. A reasonable person would conclude that the access or disclosure of the information would be likely to result in serious harm to an individual to whom the information relates.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

3. Whether a data breach is likely to result in serious harm requires an objective assessment based on information immediately available or following reasonable inquiries or an assessment of the data breach.

Harms that can arise as the result of a data breach are context-specific and will vary based on:

- the type of personal information accessed, disclosed, or lost, and whether a combination of types of personal information might lead to increased risk,
- the level of sensitivity of the personal information accessed, disclosed, or lost,
- the amount of time the information was exposed or accessible, including the amount of time information was exposed prior to the agency discovering the breach,
- the circumstances of the individuals affected and their vulnerability or susceptibility to harm (that is, if any individuals are at heightened risk of harm or have decreased capacity to protect themselves from harm),
- the circumstances in which the breach occurred, and
- actions taken by the agency to reduce the risk of harm following the breach.

Serious harm occurs where the harm arising from the eligible data breach has, or may, result in a real and substantial detrimental effect to the individual. The effect on the individual must be more than mere irritation, annoyance, or inconvenience.

Harm to an individual includes physical harm; economic, financial, or material harm; emotional or psychological harm; reputational harm; and other forms of serious harm that a reasonable person in Council's position would identify as a possible outcome of the data breach.

It is important to note that breaches of personal information can result in significant harm, including people having their identity stolen or the private home addresses of vulnerable people being disclosed. As such, even a breach affecting an individual or a small number of people may have a large impact.

Council will consult the Guidelines issued by the NSW Privacy Commissioner when determining whether there has been an eligible data breach and whether the serious harm threshold has been met.

Data breach incident register

Council will establish and maintain an internal register for eligible data breaches, in accordance with section 59ZE of the PPIP Act. Each eligible data breach must be entered on the register, with the following information included for each entry where practicable:

- who was notified of the data breach,
- when the data breach was notified,
- the type of data breach,
- details of steps taken to mitigate harm done by the data breach,
- details of the actions taken to prevent future breaches,
- the estimated cost of the breach.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

Maintaining a data breach incident register is important for record-keeping and reporting purposes, as well as to comply with any request for information from the NSW Privacy Commissioner.

The data breach incident register will be maintained by the Governance unit.

Mitigation strategies

The strategies we put in place to mitigate the risk of harm to affected individuals will vary depending on the type and nature of the breach, and the potential harm to individuals the breach may cause.

Notification, which enables affected individuals to take action to protect themselves, is the most common mitigation measure. However, in many cases, additional mitigation steps are appropriate.

When a data breach affects certain individuals particularly severely, it may be appropriate to provide tailored support to meet their needs, which could include counselling, enhanced security, relocation assistance, or financial compensation.

When a data breach has an impact on a wider group of individuals, it may be more appropriate to focus on more scalable support options, such as helplines for advice about the breach, or referral to specialist identity theft and cybersecurity counselling services such as ID Support NSW and IDCARE.

Other examples of mitigation measures include:

- Implementing additional security measures to limit the potential for misuse of compromised information. For example, by resetting passwords or adding additional requirements for proof of identity (POI) tests.
- Limiting the dissemination of breached personal information. For example, by scanning the internet to determine whether the lost or stolen information has been published and seeking its immediate removal from public sites. Engaging with other websites on which compromised personal information may be displayed and ask them to remove the information.
- Engaging with relevant third parties to limit the potential for breached personal information to be misused for identity theft or other purposes, or to streamline the re-issue of compromised identity documents. For example, contacting an identity issuer or financial institution to advise caution when relying on particular identity documents for particular cohorts, or to arrange for free replacement identity documents for affected individuals. (Note that any such engagement must be consistent with the IPPs).
- Where a data breach has led to direct financial harm, offering reimbursement or compensation for other types of harm.
- Where a data breach has exposed affected individuals to serious safety risks, supporting the installation of upgraded home security or cover relocation costs (if appropriate).

Notify

Agencies must notify both the NSW Privacy Commissioner and affected individuals of an eligible data breach.

When the General Manager determines that an eligible data breach has occurred, the following notification process is triggered:

1. **Notify the NSW Privacy Commissioner:** Once it is determined that an eligible data breach has occurred, the General Manager must immediately notify the NSW Privacy Commissioner about the breach in the approved form.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

2. **Determine whether an exemption applies:** If an exemption applies in relation to the eligible data breach, we may not be required to notify affected individuals.
3. **Notify affected individuals:** Unless an exemption applies, we will take reasonable steps to directly notify affected individuals or their authorised representative as soon as practicable. Where we are unable to directly notify any or all affected individuals, we must issue and publicise a public notification.
4. **Provide further information to the NSW Privacy Commissioner:** We may be required to provide additional information to the NSW Privacy Commissioner if we have been unable to provide complete information in our immediate notification, if we are relying on an exemption, or if we have made a public data breach notification.

Notification to NSW Privacy Commissioner

If the General Manager determines that the data breach is an eligible data breach, or that there are reasonable grounds to believe that the data breach is an eligible data breach, then the General Manager must immediately notify the NSW Privacy Commissioner (s59M(1), PPIP Act).

Notification to the NSW Privacy Commissioner must be given in the approved form published by the NSW Privacy Commissioner, and must include (s59M(2), PPIP Act):

- The information that will need to be provided to individuals if no exemption applies
- The following additional information:
 - A description of the personal information that was subject to the breach.
 - Whether the General Manager is reporting on behalf of other agencies involved in the breach.
 - Whether the breach is a cyber incident and details of the cyber incident (if applicable).
 - The estimated cost of the breach to Council.
 - The total number (or estimate) of individuals:
 - affected or likely affected by the breach, and
 - notified of the breach.
 - Whether the individuals have been notified of the complaints and internal review procedures.

Data Breach Notification to the Privacy Commissioner

A follow-up notification will be provided to the NSW Privacy Commissioner, in the approved form, of any information that was not included in our initial notification (s59Q, PPIP Act).

Exemptions

After notifying the NSW Privacy Commissioner, we must notify affected individuals unless an exemption applies. The exemptions are:

- Where an eligible data breach affects multiple public sector agencies, and another agency has undertaken to notify individuals (s59S, PPIP Act). We will still conduct our own assessment, containment, and mitigation, and notify the NSW Privacy Commissioner.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- Where notification of the eligible data breach would be likely to prejudice an investigation that could lead to the prosecution of an offence or proceedings before a court or a tribunal (s59T, PPIP Act).
- Where we have taken mitigation action that successfully prevents serious harm from occurring, so that a reasonable person would conclude that the breach is no longer likely to result in serious harm to an individual (s59U, PPIP Act).
- Where notification would be inconsistent with a secrecy provision in another Act (s59V, PPIP Act).
- Where notification would create a serious risk of harm to an individual's health or safety (s59W, PPIP Act).
- Where notification would worsen the agency's cyber security or lead to further breaches (s59X, PPIP Act).

Where we are relying on exemptions relating to health or safety or cyber security, we must provide a written notice to the NSW Privacy Commissioner advising of our reliance on the exemption and provide other specified information.

We must keep appropriate records of any assessment and decision-making process leading to reliance on an exemption.

Notification to affected individuals

If there is an eligible data breach and none of the exemptions apply, we must notify relevant individuals of the eligible data breach as soon as practicable.

For most people, receiving a notification that their personal information has been breached can be very stressful. In some cases, it can have a significant impact on an individual's emotional and psychological wellbeing, particularly where they are at risk or especially vulnerable.

When should we notify?

Notification to individuals must be made as soon as reasonably practicable after determining that a breach is an eligible data breach. Timely notification is important to help affected individuals affected by a breach take personal steps to limit or mitigate the risks of misuse or further exposure.

However, we also need to carefully balance speedy notification with ensuring that individuals are provided with reliable and accurate information about the breach. Most importantly, our notifications should provide recipients with an accurate sense of what risks may arise for them and what practical measures they can take to protect themselves.

For complex breaches or where significant numbers of individuals are affected, we may consider applying a triage system to notification. This might involve making notification in tranches based on the level of risk posed to the individual or the sensitivity of the information involved in the data breach.

Who must be notified?

We may elect to notify either:

1. Each individual to whom the compromised information relates, regardless of their risk of harm; or
2. Only affected individuals, meaning those individuals who are likely to suffer serious harm as a result of the compromise of personal information that relates to them. (s59N, PPIP Act)

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

If we are unable, or it is not reasonably practicable, to notify all relevant individuals, we must issue a public notification instead.

How should we notify?

A notification should generally be made in writing, using clear and easily understood language.

Notifications will be sent to affected individuals by registered post, regular post, or email. The method chosen will depend on the type of contact information we hold.

In some instances, such as where the individual may be at imminent risk of physical violence as a result of a data breach, a notification will be by phone, followed by a written notification.

What should be included in the notification?

Section 59O of the PPIP Act sets out specific information that must, if reasonably practicable, be included in a notification:

- a) the date the breach occurred,
- b) a description of the breach,
- c) how the breach occurred,
- d) the type of breach that occurred (*unauthorised disclosure; authorised access; loss of information*),
- e) the personal information included in the breach,
- f) the amount of time the personal information was disclosed for,
- g) actions that have been taken or are planned to secure the information, or to control and mitigate the harm done,
- h) recommendations about the steps an individual should take in response to the breach,
- i) information about complaints and internal reviews of agency conduct,
- j) the name of the agencies that were subject to the breach,
- k) contact details for the agency subject to the breach or the nominated individual to contact about the breach.

The aim of the notification is to provide recipients with an accurate sense of what happened, what risks may arise, and what they can do to protect themselves such as changing account passwords or being alert to possible scams resulting from the data breach.

Public notification

If it is not reasonably practicable to notify any or all of the individuals affected by the breach directly, Council will issue a public notification instead, in accordance with section 59N(2)(a) of the PPIP Act.

Direct notification to all affected individuals may be impossible or not reasonably practicable for a range of reasons, such as where a breach involves older records, and we do not hold (and cannot practicably obtain) current, direct contact details for some or all of the affected individuals.

We may also decide to make a public notification concurrently with direct notifications to affected individuals.

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

A public notification must include all the same information that would be included in a direct notification, but should exclude:

- personal information about an individual. For example, we may exclude information about specific individuals involved in the breach or breach response.
- information that would prejudice Council's functions. For example, we may omit certain details about a breach if they would expose a confidential investigation or publicise a vulnerability that still exists and can be further exploited.

If making a public notification, we must:

- Keep a public notification register on our website.
- Publish the notification on the public notification register for at least 12 months.
- Advise the NSW Privacy Commissioner of how to access the notification on the public register.

In addition to publishing the notification on their website, we must take reasonable steps to publicise the contents of the statement, to increase the likelihood that it will come to the attention of those individuals at risk of serious harm. This will be done through any appropriate channels available, such as a media release, a notice on the website homepage, a recorded message on our customer service line, direct communications with stakeholders or affected individuals who are contactable, or by paid advertising.

Public notification register

Council will maintain and publish on our website a public notification register for any public data breach notifications that we have issued, in accordance with section 59P of the PPIP Act.

A 'public data breach notification' is a notification made to the public at large rather than a direct notification to an identified individual. The MNDB Scheme provides for a public data breach notification to occur in two circumstances:

- a) a public notification must be made if we are unable, or it is not reasonably practicable, to notify any or all of the individuals affected by the breach directly (s59N(2), PPIP Act), or
- b) where we decide to make a public notification (s59P(1)(b), PPIP Act). This does not exempt us from the requirement to make direct notifications to affected individuals if it is reasonably practicable to do so.

The PPIP Act does not prescribe the information that must be included on the register. However, the purpose of the register is to ensure that individuals are able to access sufficient information about eligible data breaches to determine whether they may be affected by the breach and take action to protect their personal information.

Our public notification register will contain the following information:

- c) the date the breach occurred,
- d) a description of the breach,
- e) the type of breach (unauthorised access, unauthorised disclosure, or loss of information),
- f) how the breach occurred,

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- g) the type of personal information that was impacted by the breach,
- h) actions taken or planned to ensure that personal information is secure or to mitigate harm, to individuals,
- i) recommended steps individuals should take in response to the breach,
 - 1. date the public notification was published,
 - 2. where to contact for assistance or information,
 - 3. a link to the full public notification.

Any public notification we make must be published on the public notification register and remain available for at least 12 months after the date of publication (s59P(3)(a), PPIP Act).

The public notification register will be maintained by the Governance unit.

Further information to NSW Privacy Commissioner

We will seek to keep the NSW Privacy Commissioner updated as the breach response progresses, and as new information comes to light.

The MNDB Scheme includes several further requirements to update the NSW Privacy Commissioner on our breach response and approach to notification:

- If any information is omitted from the immediate notification to the NSW Privacy Commissioner, we will provide an updated notification once that information becomes available, in the approved form. This will usually occur once our data breach response process has been completed and individuals have been notified of the data breach (or an exemption has been determined to apply).
- If we rely on either of the exemptions relating to health or safety or cyber security, we must additionally provide a written notice to the NSW Privacy Commissioner advising of our reliance on the exemption, whether the exemption is permanent or temporary, and if temporary, the expected time the exemption is to be relied on.
- If we publish a public data breach notification, we must advise the NSW Privacy Commissioner as soon as practicable after the notification is published of how to access the notification on the public notification register (for example, by emailing the link to the public notification register on our website) (s59P(4), PPIP Act).

Other reporting obligations

Depending on the circumstances of the data breach and the categories of data involved, we may need to engage with:

- Cyber Security NSW
- NSW Police Force
- Australian Federal Police
- The Australian Taxation Office
- The Australian Digital Health Authority
- The Department of Health

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- The Australian Cyber Security Centre
- Foreign regulatory agencies
- Financial services providers
- Any third-party organisations or agencies whose data may be affected.

Collection, use and disclosure of personal information for notification purposes

We may collect, use, or disclose personal information for the purpose of confirming:

- a) the accuracy of the name and contact details of an affected person or a person whose personal information has been compromised, or
- b) whether that person is deceased.

Section 59R of the PPIP Act provides Council with a limited exemption to the obligation to comply with an IPP, a Health Privacy Principle, a privacy code of practice or a health privacy code of practice. The exemption only permits the collection, and disclosure of personal information between public sector agencies, and only so far as reasonably necessary for the above purposes. Additionally, the exemption is limited to the following types of personal information:

- a) the name of an individual
- b) the contact details of the individual
- c) the date of birth of the individual
- d) an identifier for the individual (for example, NSW driver license number)
- e) if the individual is deceased—the date of death of the individual.

Review
Documenting issues and remedies

Following a data breach, a post incident review will be undertaken to identify and remediate any processes or weaknesses in information security and data handling that may have contributed to the data breach to prevent future breaches, and to assess the effectiveness of the Data Breach Policy and the data breach response process.

The post incident review will be undertaken by the Privacy Officer, or the Data Breach Response Team if one is convened, in consultation with key internal and external stakeholders.

The post incident review will cover:

- A root cause analysis of the data breach.
- The effectiveness of the Data Breach Policy and data breach response process itself.
- Updates to relevant policies and procedures.
- If required, more focused reviews of particular systems, policies and procedures involved in the breach. For example,

 PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

- If the breach exposed a large number of old and unnecessary records, a review of data retention and deletion processes.
- If the breach involved human error in a manual process, a review of how the process might be made safer.
- If the data breach involved a security flaw in a particular system or collection of systems, a security review and root cause analysis.
- If the data breach involved a vendor, a review of that vendor's contractual arrangements and security practices.

A post incident report will be prepared and presented to the Executive Leadership Team and Council.

Review and update Data Breach Policy and Data Breach Response Plan

A review of Council's Data Breach Policy and this Plan will be undertaken after every data breach response and updated to address any opportunities for improvement that may have been identified.

Third-party breaches

Council includes contractual terms in outsourcing arrangements that require vendors and third parties to comply with Privacy Laws, protect personal information from unauthorised access, modification, disclosure, or use, and immediately notify Council in writing if they become aware of any unauthorised access, modification, disclosure or use of personal information or privacy breach, in respect of personal information obtained under or in relation to the agreement with Council. Contracts for larger transactions (greater than \$25,000) also contain a cyber security clause, requiring the vendor/third party not to expose Council to any material cybersecurity risk and immediately notify Council of any actual or suspected breach of the clause.

When dealing with a third-party breach, Council will:

- Have our Legal Counsel review relevant contracts to understand parties' rights and obligations in detail.
- Work collaboratively with the third party to understand the nature and extent of the breach. Where the affected third party is a smaller service provider, this may include stepping in to assist them with containment or other steps.
- Where the affected third party is a large supplier with contracts across multiple public sector agencies, Council will work with other affected agencies to jointly engage with the vendor on containment and remediation actions.

Breaches involving more than one agency

In the event of a data breach affecting personal information that is jointly held between Council and other agencies, Council is still required to assess the breach and if the breach is determined to be an eligible data breach, notify the NSW Privacy Commissioner, in accordance with this Plan.

However, only one of the affected agencies is required to notify affected individuals or make a public notification (if required). The PPIP Act does not specify which agency is responsible for such notification. This will be determined on a case-by-case basis. In general, the agency with the most direct relationship with the affected individuals will notify and provide direct support as required.

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)**Training and awareness**

We will provide regular training to Council staff and contractors on the importance of safeguarding personal information, how to identify and report a suspected data breach, and the roles and responsibilities for managing data breaches.

Testing and review of this Plan

This Plan will be reviewed, tested, and updated on an annual basis.

The Privacy Officer will be responsible for reviewing and updating this Plan.

The Privacy Officer will be responsible for planning, initiating, overseeing, and reporting on the testing of the Data Breach Policy and this Plan, in consultation with relevant internal and external stakeholders.

Privacy Resources

The Information and Privacy Commission NSW ('IPC') has developed a number of resources to assist public sector agencies in complying with their obligations under NSW privacy laws, including the PPIP Act and HRIP Act.

The [IPC website](#) will be regularly updated as new resources and information becomes available.

[IPC Mandatory Notification of Data Breach Scheme resources](#)

Definitions

Affected individual	<p>As defined in section 59D of the PPIP Act, an affected individual is an individual:</p> <ul style="list-style-type: none"> • to whom the information subject to unauthorised access, unauthorised disclosure or loss relates, and • who a reasonable person would conclude is likely to suffer serious harm as a result of the data breach.
Data breach	<p>Data breach means unauthorised access to, or unauthorised disclosure of, personal information or a loss of personal information. Examples of a data breach are when a device containing personal information is lost or stolen, an entity's database containing personal information is hacked or an entity mistakenly provides personal information to the wrong person.</p>
Data Breach Response Team	<p>Team of assessors assigned to investigate and manage Council's response to a data breach as outlined in the Data Breach Response Plan.</p> <p>The General Manager will determine if a Data Breach Response Team is to be convened and select the members of the Data Breach Response Team. A member of the Data Breach Response Team may be:</p> <ul style="list-style-type: none"> • An officer or employee of Maitland City Council, or • An officer or employee of another public sector agency acting on behalf of Maitland City Council, or • A person acting on behalf of Maitland City Council, or a person employed by that person (e.g., an individual employed by a third party to carry out the assessment for Maitland City Council). • To the exclusion of any person the General Manager reasonably suspects was involved in an act or omission that led to the data breach.
Eligible data breach	<p>As defined in section 59D of the PPIP Act, an eligible data breach means:</p> <p>(a) there is unauthorised access to, or unauthorised disclosure of, personal information held by a public sector agency and a reasonable person would conclude that the access or disclosure of the information would be likely to result in serious harm to an individual to whom the information relates, or</p> <p>(b) personal information held by a public sector agency is lost in circumstances where—</p> <p>(i) unauthorised access to, or unauthorised disclosure of, the information is likely to occur, and</p>

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

(ii) if the unauthorised access to, or unauthorised disclosure of, the information were to occur, a reasonable person would conclude that the access or disclosure would be likely to result in serious harm to an individual to whom the information relates.

Health information	A specific type of personal information which may include information or an opinion about the physical or mental health or a disability (at any time) of an individual. This includes, for example, information contained in medical certificates, information about medical appointments or test results.
Investigative agency	As defined by section 3 of the PPIP Act and includes the Ombudsman's Office and the Independent Commission Against Corruption.
Loss	Loss refers to the accidental or inadvertent loss of personal information held by Council, in circumstances where it is likely to result in unauthorised access or disclosure. For example, where a staff member leaves personal information (including hard copy documents, unsecured computer equipment, or portable storage devices containing personal information) on public transport.
Personal information	<p>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 could be reasonably ascertained from the information or opinion, as defined in section 4 of the PPIP Act.</p> <p>For the purpose of this policy, personal information includes health information within the meaning of the <i>Health Records and Information Privacy Act 2002</i>.</p>
Public data breach notification	Notification made to the public at large rather than a direct notification to an identified individual.
Public register	A public register is defined in section 3 of the PPIP Act as a register of personal information that is required by law to be, or is made, publicly available or open to public inspection (whether or not on payment of a fee).
Serious harm	<p>Serious harm occurs where the harm arising from the eligible data breach has, or may, result in a real and substantial detrimental effect to the affected individual. That is, the effect on the individual must be more than mere irritation, annoyance, or inconvenience.</p> <p>Harm to an individual includes physical harm, economic, financial, or material harm, emotional or psychological harm; reputational harm, and other forms of serious harm that a reasonable person in Council's position would identify as a possible outcome of the data breach.</p>
Unauthorised access	Unauthorised access of personal information occurs when personal information that an entity holds is accessed by someone who is not permitted to have access. This includes unauthorised access by an

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

employee of the entity, or an independent contractor, as well as unauthorised access by an external third party (such as by hacking). For example, a staff member browses a fellow employee's personnel record without any legitimate purpose.

Unauthorised disclosure

Unauthorised disclosure occurs when an entity, whether intentionally or unintentionally, makes personal information accessible or visible to others outside the organisation, and releases that information from its effective control in a way that is not permitted by the PPIP Act. This includes an unauthorised disclosure by an employee of the organisation. For example, a staff member accidentally publishes a confidential data file containing the personal information of one or more individuals on the internet.

Administration

BUSINESS GROUP:	Customer and Digital Services
RESPONSIBLE OFFICER:	Manager Enterprise Architecture
COUNCIL REFERENCE:	
POLICY REVIEW DATE:	Three (3) years from date of adoption
FILE NUMBER:	35/62
RELEVANT LEGISLATION	Government Information (Public Access) Act 2009 (NSW) Government Information (Public Access) Regulation 2018 (NSW) Health Records & Information Privacy Act 2002 (NSW) Health Records & Information Privacy Regulation 2022 (NSW) Local Government Act 1993 (NSW) Local Government (General) Regulation 2021 (NSW) Privacy Act 1988 (Cth) Privacy Code of Practice for Local Government Privacy & Personal Information Protection Act 1998 (NSW) Privacy & Personal Information Protection Regulation 2014 (NSW)
RELATED POLICIES / PROCEDURES / PROTOCOLS	Data Breach Policy Privacy Policy Code of Conduct Records Management Policy Right to Information Policy Right to Information Guidelines

PRIVACY POLICY, DATA BREACH POLICY AND PRIVACY MANAGEMENT PLAN (Cont.)

History

VERSION	DATE APPROVED	DESCRIPTION OF CHANGES
1.0	June 2000	New policy adopted
2.0	25 February 2006	Updates to include requirements under Health Records & Information Privacy Act 2002.
3.0	26 February 2013	Policy updated to align with Information & Privacy Commissioner Guidelines.
4.0	28 June 2016	Policy updated to align with the Office of Local Government's Model Privacy Management Plan for Local Government
5.0	24 October 2023	Periodic review. Updates include amendments to ensure compliance with PPIP Act and HRIP Act, addition of Data Breach Response Plan at Appendix 1 to comply with the mandatory notification provisions under Part 6A of the PPIP Act, and inclusion of the Roles and Responsibilities section.
5.1	26 November 2024	Reflect changes to Privacy Officer contact and dedicated privacy email address. Moved the Data Breach Response Plan out of the Appendix and into the main PMP document to reflect that it is a holistic privacy management document that is inclusive of privacy and data breach management, in lieu appearing as a secondary function.

11.8 Records Management and Right to Information Policies

FILE NO:	31/41, 35/62, 118/5
ATTACHMENTS:	<ol style="list-style-type: none">1. Records Management Policy2. Right to Information Policy
RESPONSIBLE OFFICER:	Executive Manager Customer & Digital Services
AUTHOR:	Manager Enterprise Architecture
MAITLAND +10	Outcome 15 To have an effective and efficient Council
COUNCIL OBJECTIVE:	15.1.4 Implement and maintain a contemporary governance, audit and risk framework

EXECUTIVE SUMMARY

Maitland City Council has undertaken a comprehensive review and enhancement of its key policies for records management, and the accessibility of public information. The adoption of the Records Management Policy, and Right to Information Policy underscores the Council's commitment to operational transparency, robust compliance with legislative mandates, and the efficient management of information as an organizational asset. These policies collectively ensure that Council operations remain accountable, responsive, and aligned with best practices, fostering greater trust and engagement with the community it serves.

OFFICER'S RECOMMENDATION

THAT

1. Council endorses the revised Record Management Policy and revised Right to Information Policy to be placed on public exhibition for a period of 28 days
2. Council adopts the revised Record Management Policy and revised Right to Information Policy should there be no submissions of objection
3. Council adopts the revised Record Management Policy and revised Right to Information Policy and delegates any minor changes to the Executive Manager Customer & Digital Services, any significant changes will result in a further report to Council.

REPORT

1. Records Management Policy

The Records Management Policy establishes best practices for managing Council's records in compliance with the State Records Act 1998 (NSW). It outlines responsibilities for preserving corporate memory, ensuring efficient retrieval, and safeguarding information assets. Core aspects include:

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

- **Compliance:** Adherence to legislative requirements for records creation, storage, and disposal.
- **Accountability:** Clear roles for staff, Councillors, and the Information Services Team in maintaining accurate records.
- **Security:** Secure storage of physical and electronic records, with provisions for disaster recovery

2. Right to Information Policy

Aligned with the Government Information (Public Access) Act 2009 (NSW), the Right to Information Policy promotes transparency and accessibility of Council-held information. It provides structured pathways for public access while safeguarding privacy and the public interest. Highlights include:

- **Access Pathways:** Proactive, informal, and formal processes ensure efficient information disclosure.
- **Responsibilities:** Defined roles for the Right to Information Officer and staff in facilitating access requests.
- **Compliance:** Mechanisms to address non-compliance, appeals, and reporting requirements to the NSW Information Commissioner

CONCLUSION

The adoption of these policies reflects Maitland City Council's proactive approach to data and records management, as well as public access to information. Together, they reinforce operational integrity, compliance with statutory obligations, and a commitment to transparency. This comprehensive policy framework ensures that Council resources are managed responsibly and effectively, benefiting both the organization and the community.

FINANCIAL IMPLICATIONS

This matter has no direct financial impact upon Council's adopted budget or forward estimates.

POLICY IMPLICATIONS

The adoption of the updated policies will result in an amendment to Council's Policy Register.

STATUTORY IMPLICATIONS

There are no statutory implications under the Local Government Act 1993 with this matter.

Policy and Finance Committee

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES

Records Management Policy

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 7

Records Management Policy

Date Adopted: Monday, 18 November 2024

Version: 4.1

Policy Objectives

The objective of this policy is to:

- Establish a framework for the implementation of a records management program at Maitland City Council ('Council') in conformity with standards and codes of best practice.
- Ensure effective information management and retrieval across Council and highlight the responsibilities of Council staff regarding compliance with the *State Records Act 1998* (NSW).
- Ensure the preservation of Council's 'corporate memory' through sound record-keeping practices and the accurate capture of information to meet legal, evidential and accountability requirements.
- Ensure that Council's Records Management Program provides timely and comprehensive information to meet legal obligations, operational business needs, accountability requirements and community expectations.

Policy Scope

This policy applies to the General Manager, the Mayor, Councillors, contractors, volunteers, delegates, and all staff of Maitland City Council.

This policy applies to all Council business records including electronic and physical records. It includes records which are created, collected, processed, used, sentenced, stored, and disposed of in the conduct of official Council business.

Policy Statement

Under the *State Records Act 1998* (NSW) ('State Records Act'), public offices such as Maitland City Council are required to establish and maintain a records management program in conformity with standards and codes of best practice approved by the State Records Authority.

Maitland City Council is committed to meeting its responsibilities under the State Records Act and to implementing best practice in its information management practices and procedures. A records management framework has been adopted by Council and outlines legislative requirements, strategies, plans, manuals, processes and supporting guidelines specifically designed for managing its corporate information.

This framework aims for best practice in information management practices and processes by:

- Providing the foundations for efficient, effective, and responsible keeping of all records in traditional hardcopy or electronic format, and

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

- Ensuring that the business of the organisation is adequately documented and the resulting evidence, in the form of records, is effectively managed so business, accountability and cultural needs are met.

The records of Council are a vital asset and often cannot be easily reconstructed or replaced. They are the major component of corporate memory as they provide evidence of actions, decisions, and document Council's transactions.

Maitland City Council is dedicated to managing records electronically wherever possible and will do so in compliance with the State Records Act, Electronic Transactions Act 2000 (NSW) and Evidence Act 1995 (NSW) requirements.

Accountability Requirements

General Manager

Under the State Records Act, the General Manager is responsible for ensuring that Council complies with the regulations and requirements of this Act.

Mayor and Councillors

The Mayor and Councillors are responsible for the adoption of and compliance with the requirements of the Records Management Policy by ensuring that full and accurate records of activities and decisions in the course of their official duties are created, registered, managed, and disposed of appropriately to meet the Council's organisational needs and accountability requirements.

Team Leader Information Services

The Team Leader Information Services is responsible for the efficient management of Council's records (physical and electronic) incorporating sound record-keeping principles and records management best practice guidelines.

The Team Leader Information Services is responsible for providing a strategic focus for record-keeping throughout Council including establishing best practice and ensuring compliance with the requirements of the State Records Act.

Information Services Team

The Information Services Team is responsible for the effective management and system administration of the Council's Corporate Information System, focusing specifically on records that require more complex handling or careful consideration beyond the standard records individual staff maintain for routine business activities. The team will support staff in fulfilling their own record-keeping responsibilities and provide guidance, training, and assistance as needed.

Operationally, the Information Services Team manages the scanning, registration, and electronic distribution of records that fall outside routine staff-managed documentation, addressing exceptions that require specialised attention. Additionally, the team facilitates the sentencing, archiving, and destruction of Council records and monitors and audits records management processes.

Managers

Managers are responsible for ensuring their staff are trained, utilise the Corporate Information System and respond to correspondence within determined timeframes.

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

Staff

Under the State Records Act all staff are required to “make and keep full and accurate records of business activities” (section 12(1), State Records Act).

Council staff have a number of basic obligations regarding records:

- Make records to support the conduct of their business activities.
- Create and maintain records electronically where possible.
- Do not destroy Council records without authority from the Information Services Team and the General Manager.
- Treat information as a valuable corporate asset and handle records with care and respect in a sensible manner to avoid damaging records with a view to prolonging their life span.
- Ensure that records regardless of format are captured into Council’s official record-keeping system.
- Do not relinquish control of any records to any third-party organisations without the express knowledge and permission of the Information Services Team.
- Be aware of and proficient in records management procedures.
- Maintain the confidentiality of records in accordance with Council’s Code of Conduct, *Government Information (Public Access) Act 2009* (NSW) (‘GIPA Act’), and *Privacy and Personal Information Protection Act 1998* (NSW) (‘PIIP Act’).

Access to Council records

Access to Council records will be administered in accordance with relevant legislation, statutory authority guidelines and Council policy including the GIPA Act, PIIP Act, Information and Privacy Commission Information Access Guidelines and Council’s Right to Information Policy.

Storage and Security of Records

All records will be stored appropriately to allow for their retrieval, use and preservation whilst maintaining their security, privacy, and confidentiality. Electronic records will be stored in Council’s Corporate Information System and will be backed up systematically. Physical records will be housed on-site or at Zirco Data Records Storage Repository and in compliance with the NSW State Records Standard on the Physical Storage of State Records.

Unauthorised alteration, distribution, removal, or destruction of Council records is prohibited.

Archiving, Disposal and Destruction of Records

Council records must be protected, maintained and accessible for their entire retention period as outlined in NSW State Records Authority Standards GA-39-General Retention and Disposal Authority: Local government records (‘GA-39’) and GA-45-General Retention and Disposal Authority: Original or source records that have been copied (‘GA-45’).

All Council records will be archived and destroyed in accordance with GA-39 and GA-45.

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

Vital Records

Vital records are those records, in any form, which contain information essential to the continued business of the organisation, which if lost, damaged, destroyed or otherwise unavailable could affect critical operations. Vital records should be the main priorities for salvage when a disaster occurs.

Vital records may include records that are needed to:

- Operate the organisation during a disaster,
- Re-establish the organisations functions after a disaster, or
- Establish and protect the rights and interests of the organisation and its clients.

Examples of vital records include (but not limited to) bank guarantees, contracts and agreements, insurance policies, legal documents, software programs and licenses, personnel register and current financial records.

Monitoring

The Coordinator Governance and Information Management will monitor and audit compliance with this policy and records management standards to ensure the effectiveness and efficiency of record-keeping systems and processes.

Regular planning for the records management program is to be undertaken through specific strategic and operational plans, which will be reviewed on a regular basis.

Policy Definitions

Accountability	The principle that individuals, organisations and the community are required to account to others for their actions. Organisations and their employees must be able to account to appropriate regulatory authorities, to shareholders or members, and to the public to meet statutory obligations, audit requirements, relevant standards and codes of best practice and community expectations.
Business Activity	<p>Umbrella term covering all the functions, processes, activities and transactions of an organisation and its employees.</p> <p>Records that document business activity are vital for supporting informed decision making, corporate memory and ensuring accountability.</p>
Documents	<p>Document means any record of information, published or unpublished, in hard copy or electronic form, and includes:</p> <p>anything on which there is writing, or</p> <p>anything on which there are marks, figures, symbols, or perforations having a meaning for the person qualified to interpret them, or</p> <p>anything from which sounds, images or writings can be reproduced with or without the aid of anything else, or</p> <p>a map, plan, drawing or photograph.</p>

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

(Evidence Act 1995 (NSW), Part 1 Definitions)

Evidence	Information that tends to prove a fact. Not limited to the legal sense of the term.
Record-keeping	Making and maintaining complete, accurate and reliable evidence of business transactions in the form of recorded information.
Record	Recorded information, in any form, created or received and maintained as evidence and as an asset by an organisation or person, in pursuit of legal obligations or in the transaction of business. <i>(AS ISO 15489.1 2017 Part 1, Clause 3.15)</i>
Records Management	The discipline and organisational function of managing records to meet legal obligations, operational business needs, accountability requirements and community expectations.
Vital Record	Electronic or paper record that is essential for preserving, continuing, or reconstructing the operations of an organisation and protecting the rights of an organisation, its employees, its customers, and its stakeholders.

A glossary of recordkeeping terms used in the NSW public sector is available on the NSW Government State Records website at <https://staterecords.nsw.gov.au/recordkeeping/guidance-and-resources/glossary-recordkeeping-terms>.

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

Policy Administration

BUSINESS GROUP:	Customer and Digital Services
RESPONSIBLE OFFICER:	Manager Enterprise Architecture
COUNCIL REFERENCE:	
POLICY REVIEW DATE:	Three (3) years from date of adoption
FILE NUMBER:	118/1
RELEVANT LEGISLATION	<ul style="list-style-type: none"> • Australian Standard – ISO 15489.1 – Records Management – Part 1 – General • Australian Standard – ISO 15489.1 – Records Management – Part 2 – Guidelines • Companion Animals Act 1998 • Copyright Act 1968 • Crimes Act 1900 • Electronic Transactions Act 2000 • Environmental Planning and Assessment Act 1979 • Evidence Act 1995 • Fringe Benefits Tax Act 1986 • Government Information (Public Access) Act 2009 • Insurance Act 1902 • Health Records and Information Privacy Act 2002 • ICAC Act 1988 • Local Government Act 1993 • Local Government (General) Regulation 2021 • Local Government Records Authority – GA39 and GA45 • Ombudsman Act 1974 • Payroll Tax Act 2007 • Privacy and Personal Information Protection Act 1998 • Public Sector Employment and Management Act 2002 • Roads Act 1993 • State Records Act 1998 • State Records Regulation 2015 • State Emergency and Rescue Management Act 1989 • Swimming Pools Act 1992 • Trade Practices Act 1974 • Workers Compensation Act 1987 • Work Health and Safety Act 2011 • Work Health and Safety Regulation 2017
RELATED POLICIES / PROCEDURES / PROTOCOLS	<ul style="list-style-type: none"> • Code of Conduct • Right to Information Policy • Privacy Management Plan • Privacy Policy • CCTV Policy • Data Management Policy • Data Breach Policy • Information Security and Data Risk Protocol

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

Policy History

VERSION	DATE APPROVED	DESCRIPTION OF CHANGES
1.0	10/12/2002	New policy adopted
2.0	29/01/2013	Review of policy and new guidelines adopted
3.0	23/02/2016	Review of policy
4.0	26/09/2023	Periodic review, update to accountability requirements, access to information section, archiving, disposal, and destruction of records section to include GA-45, legislation, and staff title
4.1	26/11/2024	Update to reflect council organisational role changes and addition polices that are related. Updated the responsibilities of the Information Services Team to reflect record keeping is everyone's responsibility. Also changed Branding.

Policy and Finance Committee

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES

Right to Information Policy

Meeting Date: 26 November 2024

Attachment No: 2

Number of Pages: 8

Right to Information Policy

Date Adopted: Tuesday, 26 November 2024

Version: 3.1

Policy Objectives

The *Government Information (Public Access) Act 2009* (NSW) ('GIPA Act') promotes an open, accountable, fair, and effective government for the people of New South Wales.

This policy sets out how Maitland City Council complies with its obligations under the GIPA Act, and how a member of the public may exercise the right of access to information held by Council.

The objective of this policy is to:

- Provide the community with an open and transparent process to access information held by Council,
- Provide guidance and direction to staff in making available and providing access to Council information,
- Demonstrate Council's commitment to providing the community with information on the functions of Council in a consistent, open, and transparent manner.

This policy is to be read in conjunction with Council's 'Right to Information Guidelines', relevant legislation, and Council's related policies and protocols.

Policy Scope

This policy applies to all staff, Councillors, volunteers, consultants, and contractors of Maitland City Council.

All records held by Council are considered to be government information and are subject to the requirements of the GIPA Act.

Policy Statement

Purpose

The purpose of this policy is to ensure Council staff are aware of their responsibilities and obligations in making available and providing access to Government Information in accordance with GIPA Act.

Council is committed to providing the community with information on the function of Council in a consistent, open, and transparent manner.

Public access to information held by Council is facilitated by the GIPA Act, subject to the public interest test and certain restrictions as set out in the Act, and is summarised in this policy.

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

Council is required to comply with the Information Protection Principles prescribed by the *Privacy and Personal Information Protection Act 1998* relating to the management of personal information held by Council. The *Commonwealth Copyright Act 1968* may apply in some circumstances to limit the copying of certain documents held by Council.

Principles

Maitland City Council is committed to the following principles regarding public access to documents and information:

- Open and transparent government.
- Consideration of the public interest in relation to access requests,
- Proactive disclosure and dissemination of information, and
- Respect for the privacy of individuals.

Responsibilities

General Manager

The General Manager will delegate responsibilities to staff to determine applications under the GIPA Act.

Right to Information Officer

The Right to Information Officer is responsible for:

- Processing and making decisions about formal information access applications,
- Assisting with the routine publication of open access information, including the contents and annual review of Council's Agency Information Guide, the disclosure log, recording the open access information that is not made publicly available on the basis of an overriding public interest against disclosure, and liaising with internal stakeholders to ensure open access information is updated on a periodic basis,
- Working with relevant staff to provide training, support, and advice in relation to the proactive and informal release of information and compliance with this policy and the 'Right to Information Guidelines',
- Providing advice and assistance to persons who request or propose to request access to information, including understanding their right to access government information, how to access Council information, and how this policy and the 'Right to Information Guidelines' will apply,
- Facilitating compliance with the GIPA Act and Regulations reporting requirements, requests for information by the NSW Privacy Commissioner, and information required for Council's Annual Report,
- Working on Council's response to reviews conducted by the NSW Information Commissioner or the NSW Civil and Administrative Tribunal,
- Implementing, evaluating, and reviewing this policy and the 'Right to Information Guidelines'.

Coordinator Governance and Information Management

The Coordinator Governance and Information Management is responsible for overseeing the activities of the Right to Information Officer.

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)**Public Officer**

The Public Officer is responsible for considering and advising appropriate action in relation to contentious information.

Council Staff and Councillors

All Council staff are responsible for:

- Recordkeeping and management of the records that they create, send, or receive.
- Accurately gathering and recording information onto Council's Corporate Information System to record business activities, policy formation, and/or decision-making.
- Complying with requests from the Right to Information Officer to locate and provide all relevant information held in their respective areas in response to a request for information.
- Working collaboratively and providing information relating to access requests to the Right to Information Officer in a timely manner.
- Complying with this policy, 'Right to Information Guidelines', and related legislation and procedures.
- Ensuring that there is no inappropriate release of information to the public.

Councillors are reminded of their obligations regarding access to information in accordance with Council's Code of Conduct.

Access to information

Members of the public have a legally enforceable right to access government information. There is a presumption in favour of the disclosure of government information unless there is an overriding public interest against disclosure and subject to the restrictions outlined in Schedule 1 of the GIPA Act.

The 'Right to Information Guidelines' associated with this policy identifies the types of information that are available for public access and any restrictions that may apply, how the public interest test will be applied, and the rights of review and appeal if access is refused under a formal access application.

The GIPA Act provides four pathways to access government information:

1. Mandatory Proactive Release,
2. Authorised Proactive Release,
3. Informal Release, and
4. Formal Access.

Council publishes specific open access information on its website, free of charge unless to do so would impose unreasonable additional costs to Council.

Council also makes other government information publicly available in an appropriate manner, including on our website, free of charge or at the lowest reasonable cost to Council. A review will be conducted annually to identify the kinds of government information that should, in the public interest, be made publicly available and that can be made publicly available without imposing unreasonable additional costs on Council.

Where it is practicable to do so, Council will delete matters from a copy of the record in order to make the record publicly available if inclusion of the matter would otherwise result in there being an overriding public interest against disclosure of the record. Council will keep a record of the open

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

access information that is not make publicly available on the basis of an overriding public interest against disclosure.

Council endeavours to release government information in response to an informal request, subject to any reasonable conditions Council may impose having regard to the circumstances of the request. There is no fee required for an informal information access request.

Some government information may require a formal access application in accordance with the GIPA Act. Council will assess all requests for access to Council information in a timely manner and in accordance with the 'Right to Information Guidelines', relevant legislation, and Council policies. Depending upon the nature of the request and the form of access requested charges may be applied in accordance with Council's fees and charges and relevant legislation.

Council will assess requests for access to information with reference to:

- The Copyright Act 1968 (Cth)
- The Environmental Planning and Assessment Act 1979 (NSW)
- The Government Information (Public Access) Act 2009 (NSW)
- The Health Records and Information Privacy Act 2002 (NSW)
- The Local Government Act 1993 (NSW)
- The Privacy and Personal Information Protection Act 1998 (NSW)
- The Privacy Code of Practice for Local Government (NSW)
- The State Records Act 1998 (NSW)

And any other relevant legislation, regulations, and guidelines as applicable.

Broad requests for access to a large number of unspecified documents which, if processed, would divert substantial Council resources from dealing with other requests or from performing other Council functions, may be refused on the ground that such a diversion of resources is contrary to the public interest. Council will endeavour to assist applicants in defining such requests to make them more manageable.

Where information is released to an applicant under a formal access application and Council considers that it will be of interest to other members of the public, Council will provide details of the information in a disclosure log for inspection by the public. The disclosure log is published on Council's website.

Rights of Review and appeal

Where an applicant is refused access by Council to information requested under a formal application under the GIPA Act, the applicant has three options of review available:

1. Apply to Council for an internal review.
2. External review by NSW Information Commissioner.
3. External review by NSW Civil and Administrative Tribunal (NCAT).

An application for internal review must be made within 20 working days of the notice of the decision being given to the applicant. The application must be accompanied by the appropriate fee of \$40. The internal review will be undertaken an authorised officer who did not make the original decision and is in a more senior role than the original decision maker. A notice of decision will be issued within 15

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

working days of receiving the application. This may be extended by up to 10 working days where there is a need to consult.

Alternatively, an independent review may be sought from the NSW Information Commissioner or the NSW Civil and Administrative Tribunal.

A complaint can also be made to the NSW Information Commissioner if there are concerns on how a formal application was handled.

Role of the Information and Privacy Commission NSW

The Information and Privacy Commission NSW ('IPC') is an independent statutory authority that administers legislation dealing with privacy and access to government-held information in New South Wales.

As part of its function, the IPC:

- promotes and protects privacy and information access rights in NSW and provides information, advice, assistance and training for agencies and individuals on privacy and access matters,
- reviews the performance and decisions of agencies and investigates and conciliates complaints relating to public sector agencies, health service providers (both public and private) and some large organisations that deal with health information,
- provides feedback about the legislation and relevant developments in the law and technology.

For more information about the IPC and to access useful resources to assist public sector agencies and citizens with information access laws in NSW:

Phone: 1800 472 679

Email: ipcinfo@ipc.nsw.gov.au

Website: www.ipc.nsw.gov.au

Reporting Requirements

Council is required to report annually on four categories of information concerning its obligations under the GIPA Act. That information is:

- Details of how the agency carried out the review required by section 7(3) of the GIPA Act of its program for the proactive release of the information it holds. An agency must also report on any information the agency made public during the reporting year as a result of the review.
- The total number of formal access applications an agency received during the reporting year, including withdrawn applications (but not invalid applications).
- The total number of formal access applications an agency received during the reporting year that the agency refused, either wholly or partly, because the application was for information for which there is conclusive presumption of an overriding public interest against disclosure (information listed in Schedule 1 to the GIPA Act).
- Statistical information about formal access applications received by an agency during the reporting year required to be included in the eight tables in Schedule 2 to the GIPA Regulation.

Compliance with GIPA Act and This Policy

Council will put in place appropriate mechanisms to monitor the effectiveness of this policy and for ensuring compliance with the GIPA Act.

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

Any non-compliance with the GIPA Act or this policy will be handled in accordance with our incident and breach management protocol. Intentional breaches of the GIPA Act or this policy may result in disciplinary action and criminal penalties.

A staff member who destroys, conceals, or alters any record of government information for the purpose of preventing the disclosure of the information as required by the GIPA Act will be guilty of an offence under the GIPA Act. This offence carries a maximum penalty of \$11,000.

The NSW Information Commissioner monitors, audits, and reports on the exercise by agencies on their functions under, and compliance with, the GIPA Act. Council will provide any information and assistance as requested in order for NSW Information Commissioner to perform their functions.

Council's decisions for access to information are subject to review by the NSW Information Commissioner and the NSW Civil and Administrative Tribunal.

Training and Awareness

Appropriate training and/or briefings will be provided on a periodic basis and on induction to staff and Councillors on Council's access to information obligations under the GIPA Act. This training will be supplemented by resources available on the staff intranet.

The Right to Information Officer will be available to provide assistance and advice to staff on their responsibilities and obligations in relation to the GIPA Act, this policy and the 'Right to Information Guidelines'.

Accessiblity of this policy

This policy will be made publicly available on Council's website as well as our staff intranet.

Policy Definitions

Access:	<p>In accordance with section 72 of the GIPA Act, access may be defined as the provision of government information to a person in any of the following ways:</p> <p>“(1) by providing a reasonable opportunity to inspect a record containing the information,</p> <p>(2) by providing a copy of a record containing the information,</p> <p>(3) by providing access to a record containing the information, together with such facilities as may be necessary to enable the information to be read, viewed, or listened to (as appropriate to the kind of record concerned),</p> <p>(4) by providing a written transcript of the information in the case of information recorded in an audio record or recorded in shorthand or other encoded format.”</p>
Contentious information	Information that is sensitive, controversial, likely to be subject to intense media interest or public debate and speculation.
Formal access	An applicant is required to lodge a formal access application in accordance with the GIPA Act if the requested information cannot be provided by way of mandatory release, proactive releases, or informal release.

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

Government information:	Information contained in a record held by an agency, as defined in section 4 of the GIPA Act.
Informal	A request to access information where a formal access application is not required under the GIPA Act.
Mandatory release	Information classified as open access information, in accordance with the GIPA Act and Regulations.
Open access information	Information that is publicly available, unless there is an overriding public interest against disclosure, in accordance with the GIPA Act.
Proactive release	Government information that Council decides to release outside other release provisions under the GIPA Act.
Record:	Any document or other source of information compiled, recorded, or stored in written form or by electronic process, or in any other manner or by any other means, as defined in the GIPA Act.

Policy Administration

BUSINESS GROUP:	Customer and Digital Services
RESPONSIBLE OFFICER:	Manager Enterprise Architecture
COUNCIL REFERENCE:	
POLICY REVIEW DATE:	Three (3) years from date of adoption
FILE NUMBER:	130/1 & 35/31/1/1
RELEVANT LEGISLATION	<ul style="list-style-type: none"> • Copyright Act 1968 (Cth) • Environmental Planning and Assessment Act 1979 (NSW) • Environmental Planning and Assessment Regulation 2000 (NSW) • Government Information (Public Access) Act 2009 (NSW) • Government Information (Public Access) Regulation 2018 (NSW) • Health Records and Information Privacy Act 2002 (NSW) • Local Government Act 1993 (NSW) • Privacy and Personal Information Protection Act 1998 (NSW) • Privacy Code of Practice for Local Government (NSW) • State Records Act 1998 (NSW)
RELATED POLICIES / PROCEDURES / PROTOCOLS	<ul style="list-style-type: none"> • Code of Conduct • Copyright Policy • Privacy Management Plan • Privacy Policy • Right to Information Guidelines

Policy History

VERSION	DATE APPROVED	DESCRIPTION OF CHANGES
1.0	28 June 2011	New policy adopted

RECORDS MANAGEMENT AND RIGHT TO INFORMATION POLICIES (Cont.)

2.0	26 April 2016	Policy review
3.0	28 November 2023	Periodic review. Updates include amendments to ensure compliance with the GIPA Act, revisions to sections on Responsibilities, Access to Information, Compliance, Definitions, and Policy Administration, new sections on Rights to Review and Appeal, Role of IPC, Reporting Requirements, Training, and Accessibility.
3.1	26 November 2024	Update to reflect change to Council organisational roles, and reference Privacy Policy.

11.9 National Australia Bank Master Asset Finance Agreement

FILE NO:	15/1
ATTACHMENTS:	1. Master Asset Finance Agreement
RESPONSIBLE OFFICER:	Executive Manager Finance
AUTHOR:	Chief Financial Officer
MAITLAND +10	Outcome 15 To have an effective and efficient Council
COUNCIL OBJECTIVE:	15.1.2 Ensure Council is financially sustainable and meets required levels of performance

EXECUTIVE SUMMARY

Council has a Master Asset Finance agreement with the National Australia Bank (NAB). The current facility limit of \$2.5m requires an increase to \$5.5m to enable the bank to provide any additional finance for our lease arrangements for plant associated with the Waste collection and disposal services.

OFFICER'S RECOMMENDATION

THAT

- Council approve the Master Asset Finance Agreement from the National Australia Bank and authorise the Mayor and General Manager to sign under seal.**

REPORT

The Master Asset Finance Agreement as attached provides the facility for Council to finance asset purchases up to a fixed limit without the need to enter into separate agreements each and every time Council requires funding for specific purchases. The agreement is primarily used to provide asset finance for the purchase of plant.

The current facility is nearing its limit and in conjunction with NAB, management has reviewed future needs for finance arrangements. Results of the review show that we will need the revised limit to \$5.5m over the next couple of years and therefore it is prudent to facilitate a change to the limit should NAB be successful in financing future arrangements.

It should be noted that, with any potential financing arrangements, quotes are obtained from all major financial institutions to ensure Council receives the most beneficial rate for financing asset purchases.

The legal review of the document has concluded there are no matters requiring the attention of Council prior to the execution of the document.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

CONCLUSION

Increasing the facility limit with the NAB will meet the needs of Council for asset financing arrangements as the needs arise.

FINANCIAL IMPLICATIONS

This is one of a number of funding tools that Council utilises to ensure efficient and competitive financing arrangements.

POLICY IMPLICATIONS

This matter has no specific policy implications for Council.

STATUTORY IMPLICATIONS

There are no statutory implications under the Local Government Act 1993 with this matter.

Policy and Finance Committee

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT

Master Asset Finance Agreement

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 39

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

National Australia Bank
395 Bourke Street
Melbourne, Vic, 3000
Phone: 13 10 12



MAITLAND CITY COUNCIL
263 HIGH ST , MAITLAND , NSW 2320

THANKS FOR GIVING US THE OPPORTUNITY TO BACK YOUR BUSINESS

We're excited about your future and how we can help.

Inside, you'll find your Master Asset Finance Agreement which includes:

- Part A: Key details, including details of the parties, collateral and signing pages.
- Part B: Important information about getting started.
- Part C: Specific terms and conditions.
- Part D: General terms and conditions.
- Part E: A glossary of terms used in your agreement.

Have a read through, ask us any questions and if you're happy to accept the document, please sign in Part A and return the signed document to us.

Feel free to contact us any time if you have questions, we're always happy to help.

We look forward to working with you and helping your business grow.

Thanks,

NAB
Phone: 13 10 12

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

Part A: Details**Our details ("NAB" or "we" or "us")**

National Australia Bank Limited ABN 12 004 044 937
 Address: NAB Equipment Finance, 395 Bourke Street, Melbourne, Vic, 3000

Your details ("you" or "your" or "Customer")

Company name: MAITLAND CITY COUNCIL
 Company ACN/ABN: 11596310805
 Address: 263 HIGH ST , MAITLAND , NSW 2320
 Email address:
 Mobile telephone:

Other Security Interests to be held in relation to this Agreement**Special Terms and Conditions**

By signing this Agreement:

- you and we agree and acknowledge this Agreement replaces the existing Master Asset Finance Agreement dated 26 August 2019 ("Existing Agreement") and will apply to all Asset Finance Agreements (as set out below) entered into on or after 26 August 2019;
- You ratify the existence and the terms of the Asset Finance Agreements and agree to be bound by such Asset Finance Agreements.

In this section, "Asset Finance Agreements" includes the following:

- Equipment Loan Contract Number 808804749 with an outstanding balance of \$729,703.16 to expire 10/8/2028;
- Equipment Loan Contract Number 737124243 with an outstanding balance of \$756,990.38 to expire 6/10/2028; and
- Equipment Loan Contract Number 386258249 with an outstanding balance of \$760,390.02 to expire 7/8/2029.

Subject to clause 2.1 and clause 3.1 of Part B, we acknowledge the limit of this facility at \$5,500,000.00.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

Here's what we promise to do	
Always act fairly and reasonably keeping in mind your and our respective business interests. Doing the right thing is important to us. That's why we've adopted the Banking Code which sets the standards of practice and service for banks.	
We commit to notifying you of any changes we make to this Agreement or any Asset Finance Agreement.	
We commit to allowing you to terminate this Agreement or any Asset Finance Agreement at any time. There may be Economic Costs, an Early Termination Administration Fee and Unrecovered Establishment Costs payable if you do so as well as other costs to unwind your funding arrangements.	
We commit to giving you any information you require to better understand this Agreement or any Asset Finance Agreement.	
We have laws in Australia to protect small businesses from unfair contract terms. NAB is committed to this contract being fair.	

Here's some important things you should know	
This is a summary of some important things you should know. Please read through the Agreement for the full terms.	
Your aggregate Business Lending with NAB and why this matters	<p>Unless otherwise specified in the Special Terms and Conditions of this Agreement, the aggregate of our business finance credit exposures to you and your related (business) entities is used to determine if you are a Small Business. The Banking Code applies to our relationship with you if you are a small business as defined in the Banking Code. However, we will also treat you as a Small Business, and therefore apply the Banking Code, when the total of our business finance credit exposures to you and your related (business) entities is less than \$5,000,000.</p> <p>In addition to the credit exposures in this Agreement, we may also have other business finance credit exposures to your related (business) entities under separate agreements. These need to be taken into account to determine whether you are a Small Business for the purposes of this Agreement.</p> <p>Whether or not you are a Small Business, you may have additional protections under the Australian Securities and Investments Commission Act 2001 (Cth) if this is a Small Business Contract as defined in that Act. See the definitions section for more information.</p>
Who to contact if things go wrong?	<p>You agree to tell us urgently about any changes to your business or other events which may impact on your ability to meet your obligations to us.</p> <p>If you're experiencing financial hardship you can contact your banker or you can call NAB Assist on 1300 135 323 or Customer Care Small Business on 1300 961 577.</p>

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

When will a Default occur?	Payment Default	You will be in Default if you do not pay on time any amount due
	Defaults due to Adverse Events	<p>Even if payments are made on time, you will also be in Default if specific other events occur, including:</p> <ul style="list-style-type: none"> • you are Insolvent • you have not complied with the law, lose capacity or give us misleading information • creditor enforcement occurs • unauthorised sale or disposal of assets that form part of the Security or a Security Interest • change of control (not applicable if you are an individual) • failure to maintain required licences, permits or Insurance • any event specified as an "Adverse Event" in this Agreement <p>Not all Adverse Events will result in Enforcement Action – see clause 15 for more information.</p>
When can NAB enforce?	We will give you notice of a Default and an opportunity to remedy it, except in some circumstances. For example, we can enforce immediately when urgent action is needed to protect or take control of assets that form part of the Security or a Security Interest – see clause 15 for more information.	
When might the power of attorney under this Agreement be exercised?	<p>Upon you providing us with a Schedule titled "Loan Schedule and Goods Mortgage", you grant a power of attorney under this Agreement. Examples of when this might be exercised include:</p> <ul style="list-style-type: none"> • if you fail to maintain required Insurance, we could act as your attorney to take out Insurance on your behalf • if we need to take action to protect our interest in the Goods • if we enforce the Goods Mortgage and we or a Receiver need to deal with the Goods 	
Is finance under an Asset Finance Agreement repayable on demand?	The finance we provide under an Asset Finance Agreement is only repayable on demand at the end of the Term or following a Default	
Can NAB increase costs?	<p>From time to time we may increase costs payable by you. For example we may introduce a new fee, charge or premium for services we provide to you.</p> <p>Also, if the law or other rules applying to us as a bank change we may need to increase costs payable by you.</p> <p>We will give you at least 30 days' notice of any increased cost. If you're not happy with the increased cost you can repay us and exit this Agreement.</p>	

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

How can NAB change the terms of the Agreement?	<p>We promise to act reasonably when we make any changes. Types of changes we can make include:</p> <ul style="list-style-type: none"> • introducing a new fee, charge or premium or changing the amount of a fee or the way it's calculated • changing a term of this Agreement to comply with relevant laws, industry codes or our prudential or regulatory obligations • changing your payment obligations and other amounts referred to in this Agreement following a Casualty Event or a partial early repayment or termination. <p>We will give you at least 30 days' notice of any change we make (except for changes following a Casualty Event or a partial early repayment or termination where we may give less than 30 days' notice) however we may give you a shorter notice period, if it is reasonable for us to manage a material and immediate risk.</p> <p>We will notify you of changes we make by either writing to you or putting an advertisement in national or local media.</p>
What you can do if you don't like a change?	<p>If you're not happy with a change we've made or are going to make, you can terminate this Agreement early in full in accordance with this Agreement. There may be Economic Costs, an Early Termination Administration Fee and Unrecovered Establishment Costs payable if you do so as well as other costs to unwind your funding arrangements.</p>

Signing pages – Customer

Each party may sign a separate copy of this document. Each signed copy is an original of this document and all copies together will constitute one agreement.

Executed as a Deed

Customer acknowledgements
<p>By signing this Agreement you acknowledge the following:</p> <ul style="list-style-type: none">• You have read this Agreement before signing it and confirm that the information given to us by you or on your behalf in connection with this Agreement and the Goods is accurate and not misleading and the promises you make and acknowledgements you give in this Agreement are correct.• We may pay commission or other remuneration to a third party where you have been introduced to us by that third party. This may be based on the volume and value of introductions given to us.

THE COMMON SEAL of the MAITLAND
CITY COUNCIL is fixed to this document in
the presence of:)
)
)

Signature

←

Signature

←

Full name (print)

Full name (print)

OFFICE HELD

←

OFFICE HELD

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

Signing page – NAB

Each party may sign a separate copy of this document. Each signed copy is an original of this document and all copies together will constitute one agreement.

Executed as a deed**NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937**

Signed, Sealed and Delivered as Attorney for NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937
in the presence of

Signature

Signature of witness
*(not required if electronically signed within NAB's
document portal)*

CHRIS MCKERN
Full name (BLOCK LETTERS)

Full name of witness (BLOCK LETTERS)

/ /
Date (DD/MM/YYYY)

Part B: Getting started

1. What to read

This Agreement sets out:

- general terms and conditions that apply to each Asset Finance Agreement that you enter into with us; and
- specific terms that apply to each type of Asset Finance Agreement, which can be a Lease Agreement, Hire Purchase Agreement or Loan Agreement

They should be read with each Schedule we accept from you.

Each Asset Finance Agreement is made up of:

- this Agreement (including a Goods Mortgage for any Loan Agreement); and
- a Schedule accepted by us (which includes details of the Goods, pricing, Term and key financial terms).

2. How we will work with you

2.1 Our promise to you

We will act reasonably and fairly towards you, taking into account your and our respective business interests. That includes whenever we are:

- considering any request you make; or
- deciding whether to give our consent or to exercise a right, discretion or remedy; or
- setting any conditions for doing any of those things; or
- changing a term of this Agreement or our fees and charges, exercising enforcement or set-off rights or incurring expenses that are payable by you.

We can take a range of things into account when exercising our rights and discretions. These can include:

- our legal obligations, industry codes and payment scheme rules and the expectations of our regulators;
- protecting our customers, staff, systems, and the personal information we hold;
- what you have told us about yourself and how you will use our products and services (including if it's misleading, incorrect or you haven't provided us with all of the information we reasonably need when asked);
- how our products and services are intended to be used (and how you have used them);
- our public statements, including those relating to protecting vulnerable persons, the environment or sustainability;
- community expectations and any adverse impact on our reputation;
- whether we need to take any action to protect you or another person from a potential fraud or scam; and
- risk management, including sanctions risk management.

It's worth noting that even if we don't make a decision or do something straight away, we may still do so later on. This includes where we delay or defer doing so, or we temporarily waive a requirement.

2.2 Our commitment to good banking practices

Doing the right thing is important to us. That's why we've adopted the Banking Code which sets the standards of practice and service for banks. The Banking Code applies to our relationship with you if you are an individual or a small business as defined in the Banking Code.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

You can obtain from us, on request:

- information on our current rates and standard fees and charges relating to this Agreement or any Asset Finance Agreement; and
- a copy of the Banking Code.

To find out more about the Banking Code, visit nab.com.au and look up "Banking Code".

3. Using this Agreement to finance an asset

Each time you want to finance Goods with us you will also be provided with a Schedule containing the specific details of the transaction. You can ask us to enter into an Asset Finance Agreement by signing a Schedule and giving it back to us. By doing so, you offer to enter into an Asset Finance Agreement with us, which is made up of this Agreement and that Schedule.

3.1 What you need to know about Schedules

- We will prepare the Schedule for the Goods for you upon your request based on the information you provide.
- You promise not to sign and give a Schedule back to us if:
 - since you last entered into an Asset Finance Agreement with us there has been a significant adverse change in your business, assets or financial condition; or
 - you have not satisfied yourself from your own independent enquiries about the accounting and taxation treatment of an Asset Finance Agreement (including about the deductibility of payments under an Asset Finance Agreement for taxation purposes) or the accounting classification of an Asset Finance Agreement.
- To help us manage our risks and our Costs of funding Asset Finance Agreements, we do not have to accept your offer to enter into an Asset Finance Agreement.
- We can accept your offer to enter into an Asset Finance Agreement:
 - if the Schedule is in relation to a Lease Agreement or a Hire Purchase Agreement, by purchasing the Goods and leasing or hiring the Goods to you. Payment of the purchase price of the Goods by us to you or the seller of the Goods is satisfactory evidence that we have accepted your offer to enter into an Asset Finance Agreement; or
 - if the Schedule is in relation to a Loan Agreement, when we lend you the Loan Amount by paying it as directed within the Schedule. Payment of the Loan Amount by us as directed by you is satisfactory evidence that we have accepted your offer to enter into an Asset Finance Agreement.
- Before we accept an Asset Finance Agreement, you must first meet the settlement conditions set out in the Schedule.

4. Security Interests and Collateral

4.1 Goods Mortgage

When you give us a signed Schedule titled "Loan Schedule and Goods Mortgage", you assign all of your interest in the Goods to us by way of equitable mortgage as security for the payment of all Secured Money. You do this as:

- beneficial owner if the Loan Agreement does not specify that you enter into the Loan Agreement as trustee of a trust - this means no other person has any interest in the benefits of ownership of the Goods; and
- otherwise as trustee of the trust specified in the Loan Agreement for all such Goods which form part of the trust assets.

Despite any provision of this Agreement or any Asset Finance Agreement, the Goods Mortgage is not subject to any declaration of trust or condition, not specified in the Goods Mortgage.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

4.2 Security Interests under Asset Finance Agreements

Each Security Interest granted under an Asset Finance Agreement attaches to the Collateral in accordance with the PPSA and the parties confirm that they have not agreed that any Security Interest granted under an Asset Finance Agreement attaches at a later time.

4.3 What you need to know about the Collateral

In relation to any Asset Finance Agreement, "Collateral" includes:

- Goods, and replacements for, accessories and additions to, Goods;
- proceeds of sale of or income from any Goods; and
- any other income derived from any such Goods or proceeds.

Collateral is fully defined in clause 40.

5. Promises we rely on

In accepting your offer to enter into this Agreement and any Schedule from you, we are relying on some important promises from you. These promises are given:

- when you sign this Agreement; and
- while you continue to have any obligations to us under any Asset Finance Agreement.

You must tell us promptly if at any time, anything happens which means that any of the promises or statements set out below become untrue.

5.1 Promises about you

You promise that:

- you hold all necessary approvals, licences, registrations and permits required to run your business;
- the financial information given to us by you, or on your behalf, gives an accurate and up to date view of your financial position;
- you have not withheld any information from us which might reasonably be expected to affect our decision to enter into this Agreement or any Asset Finance Agreement with you;
- you do not have a material dispute with anyone;
- entering into this Agreement is for your own commercial benefit;
- you are not Insolvent;
- you have told us about any Defaults you are aware of;
- except as specified in this Agreement, you are not a trustee of any trust nor a partner in a partnership;
- signing this Agreement and entering into any Asset Finance Agreement will not cause:
 - you to breach any law or agreement you have with someone else; or
 - any payment obligation you owe to anyone to become due earlier than scheduled;
- you have told us about any Security Interest granted by you to anyone else;
- you will not remove, sell or dispose of, or grant or permit the creation of, any interest (including a Security Interest) in any of the Goods (or try to do so) unless we give our consent; and
- you are currently complying with your obligations to us under this Agreement and each Asset Finance Agreement.

5.2 Trustee promises

You acknowledge that, unless you have told us otherwise, you do not enter into this Agreement or any Asset Finance Agreement as trustee of any trust or settlement.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

If you sign this Agreement, or you sign any Schedule, as a trustee of a trust, the trustee's liability to us is supported by the trustee personally, the trustee's own assets and the trust assets. You promise that:

- the trustee is the only trustee of the trust and no steps have been taken to remove the trustee;
- the trustee has the power and authority to enter into this Agreement and any Asset Finance Agreement and is doing so in good faith, for a proper purpose and for the benefit of all of the beneficiaries of the trust;
- the trustee has the right to be fully indemnified out of the trust assets for obligations incurred as trustee under this Agreement and each Asset Finance Agreement ahead of the beneficiaries' claims
- the trustee is not in breach (however described) under the terms of the trust;
- the trustee will not without our prior written consent:
 - amend the trust deed;
 - cease to be the only trustee; or
 - breach its duties as trustee of the trust;
- the trust has not vested or terminated; and
- true copies of the trust documents have, if requested by us, been provided and they disclose all the terms of the trust.

5.3 Partnership promises

If you are a partner of a partnership named in the Details, you promise that:

- you have the full power and authority on behalf of the partnership (including under any partnership agreement) to sign and comply with this Agreement and each Asset Finance Agreement as a partner to bind the partnership, and doing so is for the proper business of the partnership;
- true copies of any documented partnership agreements have, if requested by us, been provided by you and they disclose all the terms of the partnership; and
- the persons named in the Details are all the partners in the partnership.

6. Things you will do, or not do as a party to this Agreement

6.1 All parties

We are relying on your agreement to do, or to not do, certain things, as set out in this Agreement and each Asset Finance Agreement. This applies for as long as this Agreement or any Asset Finance Agreement remains in place or you otherwise owe us any money under this Agreement or any Asset Finance Agreement.

You will:

- keep your business and financial records in good order;
- not significantly change the nature of your business without our consent; and
- let us know urgently if you become aware of a Default or if you think one is reasonably likely to occur, or if anything happens which means that any of the promises in clause 5 becomes untrue.

You must:

- give us any information we reasonably ask for relating to the Collateral, your business, property or financial position;

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

- ensure there is no change in your business, assets or financial position which materially adversely affects your ability to meet your obligations under this Agreement or any Asset Finance Agreement;
- if you are a corporation, ensure that there is no change in the person or persons who Control you as compared to immediately before you sign this Agreement. This does not apply if you are a “listed corporation” as defined in the Corporations Act;
- comply with the terms of each Asset Finance Agreement;
- do anything we reasonably ask you to do to ensure the Security Interest granted under each Asset Finance Agreement is perfected under the PPSA;
- do anything required to enable us to register, maintain and renew (as appropriate):
 - each Asset Finance Agreement;
 - a notice in respect of each Asset Finance Agreement; or
 - the Security Interests constituted by each Asset Finance Agreement,
 with the priority that we require; and
- give us at least 30 days prior written notice if you change your name, any ABN, ACN, ARBN or ARSN allocated to you (or if any of these are cancelled or ceases to apply), relocate your principal place of business outside Australia or change your place of registration or incorporation.

6.2 Trustees

If you sign this Agreement or any Schedule as a trustee, then you must make sure that the trustee will:

- give us copies of all of the trust documents we ask for;
- when we ask, exercise the trustee’s right to be indemnified out of the trust assets to satisfy any liabilities under this Agreement or any Asset Finance Agreement; and
- comply with the terms of the trust and ensure that the trustee’s rights as trustee have priority over the beneficiaries’ interests.

You must make sure that the trustee does not do any of the following without our written consent:

- end the trust, or distribute trust assets;
- change the trust terms;
- change the trustee of the trust;
- allow a Security Interest to exist over any trust assets that are Goods; and
- (if the trust is a unit trust) issue units to any person who is not a unit holder on the date of this Agreement.

6.3 Partnerships

If you are a partner of a partnership named in the Details, you must make sure that:

- each partner complies with its obligations as a partner of the partnership;
- the partnership’s records are in good order; and
- you obtain our written consent before:
 - any changes are made to the partners or the terms of the partnership;
 - the partnership is terminated, or its property distributed;
 - taking action which could make it harder for a partner to comply with this Agreement or any Asset Finance Agreement; or
 - mixing partnership assets with other assets.

7. Your responsibilities

You alone are responsible for:

- examining the Collateral before you accept it;
- satisfying yourself about it, its quality, compliance with description, condition, safety, suitability, and fitness for your purposes; and
- the validity of any warranties or guarantees for the Collateral, and entitlements to patents.

The supplier of the Collateral is your agent and has no authority to represent us and nothing they tell you about the Collateral binds us.

8. Our liability

As a passive financier, we make no representations or warranties and provide no undertakings to you relating to the Collateral or to assist you or anyone else while examining the Collateral and in reaching your decision to accept the Collateral.

We are not liable for, and you release us from any liability in connection with:

- any faults, defects or inadequacies in the Collateral;
- injury or death of any person;
- Loss or damage to property arising from your Use of the Collateral; and
- our reasonable reliance, or us acting in good faith, on any information you give us or instructions or communications sent to us (in any form) that we receive from you or a supplier of the Collateral.

Our liability for anything in relation to the Collateral or the Use of the Collateral or any financial services under this Agreement, including damage or economic loss to anyone, cannot be more than a liability:

- to replace the Collateral with the same or equivalent Collateral, to pay the Cost of such a replacement, or to repair the Collateral or pay for its repair; and/or
- where applicable, to re-supply the financial services with the same or equivalent services or pay for the Cost of that re-supply of the financial services.

9. You must have Insurance

You must:

- maintain Insurances and, whenever reasonably requested by us, produce evidence of them and any information about them;
- note our Security Interest as owner (in the case of a Lease Agreement or Hire Purchase Agreement) or mortgagee (in the case of a Loan Agreement) of the Collateral on the policy;
- tell us if a claim on the Insurance is made or if any Insurance is cancelled; and
- do anything we reasonably ask you to do relating to a claim on the Insurance. If we tell you, we may take over your rights to make, pursue or settle a claim on the Insurance and exercise those rights.

If you do not maintain the Insurance, we may take out the Insurance on your behalf. If we do, you must pay or reimburse us for the premium promptly.

You must not, without our consent:

- do or fail to do anything which would allow an insurer to refuse or reduce a claim;
- vary an Insurance policy; or
- enforce, conduct, settle or compromise any claim under an Insurance policy.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

You must ensure that all amounts which are payable to you under the Insurance are used to replace or repair the Collateral, or, if we direct, paid to us. Where we direct that those amounts are to be paid to us, they must be used in accordance with clause 24.

10. Other things you must do

You must:

- supply us with the correct serial numbers of Collateral that may, or must, be recorded on the PPSR by serial number, as required by the PPSA;
- protect our interest in the Goods and make it clear that:
 - in the case of a Lease Agreement or Hire Purchase Agreement, we own the Goods; and
 - in the case of a Loan Agreement, we have a Security Interest over the Goods;
- comply in all material respects with applicable laws affecting the Collateral or its ownership or use;
- take possession of the Goods. When you do, we will be taken to have delivered them to you and you will be taken to have accepted them from us;
- protect the Collateral from Loss or damage and keep it in good working order and condition;
- pay all amounts relating to the Collateral when payable;
- ensure that credit or financial accommodation provided under this Agreement or an Asset Finance Agreement is, or must be, applied for business purposes;
- ensure that the Use of the Collateral is only for your business and only for the purpose for which it is designed;
- service and maintain the Collateral in accordance with the supplier's instructions and recommendations, and only by competent and properly qualified licensed personnel, and keep all records, certificates and other documents relating to the Collateral;
- tell us if the Collateral is not in your possession or Control or you move it from the place it is regularly kept;
- allow us or a person authorised by us, acting reasonably, to enter any land and buildings owned or occupied by you, any place where the Collateral is located, your places of business and your registered office at any time to:
 - inspect the Collateral;
 - check whether you have possession of the Collateral;
 - inspect and take copies of any records, certificates and other documents relating to you or the Collateral;
 - exercise any of our rights under this Agreement or an Asset Finance Agreement; or
 - do any act, matter or thing that ought to have been done by you under this Agreement or an Asset Finance Agreement;
- replace and substitute parts to the Collateral as necessary, tell us of major parts replaced or substituted and ensure that the parts are our property (in the case of a Lease Agreement or a Hire Purchase Agreement) or form part of the Collateral which are subject to the Goods Mortgage (in the case of a Loan Agreement) free and clear of any Security Interests or any other rights or interest of any person;
- register on the PPSR every Security Interest that you hold in the Collateral:
 - as soon as such Security Interest becomes registrable under the PPSA (whether before or after the Security Interest arises); and
 - in a manner which affords you the highest possible priority under the PPSA in respect of each Security Interest,

and maintain each registration at all times while you have any obligation under this Agreement or an Asset Finance Agreement;

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

- if reasonably requested by us, you must pay into a control account we open or maintain in your name (which in the absence of us specifying such an account will be your principal operating account maintained by us) all moneys which you receive in respect of proceeds and any other amount in connection with the Collateral (including Insurance proceeds which must be applied in accordance with clause 24). You must comply with any reasonable direction we issue to deal with those moneys while in the control account; and
- do everything reasonably necessary to ensure we are able to do any of the things above (including obtaining any necessary consents from the owner or occupier of any premises for us to do so).

11. Things you must not do

You must not, without our prior written consent:

- assign or deal with your rights in connection with this Agreement or any Asset Finance Agreement;
- give or allow any other person to have an interest in or Security Interest over this Agreement or an Asset Finance Agreement, the Collateral or any land to which the Collateral is attached;
- place, or allow to be placed, on the Collateral, any plates or marks that are inconsistent with our ownership (in the case of a Lease Agreement or a Hire Purchase Agreement) or our Security Interest (in the case of a Loan Agreement);
- alter the Collateral or do or omit to do anything else likely to diminish the value of the Collateral or result in voiding any applicable manufacturer or supplier warranty;
- modify the Collateral in any manner that would result, or likely result, in a materially adverse environmental impact, including for example a material reduction in energy efficiency;
- attach the Collateral to any land;
- give Control of the Collateral to another person other than us;
- allow any Collateral to become an accession to, or commingled with, any property that is not Collateral; or
- move any Collateral outside Australia.

12. Possession and ownership responsibility for any Loss**12.1 For a Loan Agreement ONLY**

Even though you have mortgaged the Goods to us, we will allow you to keep possession of the Goods and use them subject to the provisions of the Loan Documents.

If you already own the Goods at the time you provide us with a signed Schedule, you declare that you:

- are the only person who has any rights or interest in the Goods;
- have the right to grant a Security Interest in the Goods; and
- there are no Security Interests (other than the Goods Mortgage) affecting the Goods.

If you do not already own the Goods at the time you provide us with a signed Schedule, you:

- must do everything necessary to become the legal owner of the Goods; and;
- acknowledge that the Goods Mortgage is given for a loan you will spend wholly or partly in purchasing the Goods.

12.2 For a Lease Agreement or Hire Purchase Agreement ONLY

We own the Goods but you have a right to use them during the Term in accordance with the relevant Asset Finance Agreement. Unless we otherwise expressly agree in writing, there will be no extension of the Term. You are responsible for any Loss arising from the Goods (including because of theft, destruction, damage or use).

You become the owner of the Goods under a Hire Purchase Agreement when you have met your obligations set out in clause 21.2.

For a Lease Agreement, we do not provide any option, promise, undertaking or representation that you may purchase the Collateral at any time.

Part C: Specific terms and conditions**13. Payments under a Loan Agreement****13.1 Interest Charges and Instalment Amounts**

You must repay all amounts you borrow from us and pay us Interest Charges on the Loan Balance by paying the Instalment Amounts on each Payment Date. Interest Charges are payable progressively over the Term, and are included in the Instalment Amounts shown in the Schedule.

We calculate Interest Charges by applying the relevant fixed interest rate to the projected monthly outstanding Loan Balance on the assumption that you will pay the Instalment Amounts on each Payment Date. Different rates may apply to different Loan Agreements. You can obtain information about these rates from us on request.

13.2 Regular repayments

Subject to the provisions of clause 20, you must pay us:

- the agreed Instalment Amounts at the times set out in the Schedule; and
- the then applicable Loan Balance on the final Payment Date described in the Schedule.

Unless we otherwise expressly agree in writing, there will be no extension of the final payment date described in the Schedule or refinance of the applicable Loan Balance Amount.

You may not otherwise repay part of the Loan Balance before it is due except if there is a Casualty Event or in accordance with clause 20.

13.3 Paying Instalment Amounts in advance

You can make prepayments of your Instalment Amounts in advance.

WARNING: It is likely that you will get no financial benefit if you make advance prepayments to us. You will not receive any reduction in the Instalment Amounts or any reduction in the Interest Charges applied to your loan as a result of making an advance prepayment.

13.4 What happens to payments we receive under a Loan Agreement

Acting reasonably, we may:

- use any payments we receive under a Loan Agreement to reduce the Loan Balance in any order we determine;
- apply any payment we receive under or in connection with a Loan Agreement to reduce the Loan Balance;
- after the Loan Balance is paid, pay any remaining money to a person with a subsequent registered or unregistered Security Interest without incurring liability to you.

14. Payments under a Lease Agreement or a Hire Purchase Agreement

You must pay the Rent Instalments under each Lease Agreement and Hire Purchase Agreement on each Payment Date. These amounts are not refundable.

15. Defaults

15.1 Types of Defaults

Defaults are events or circumstances (sometimes outside your control) which may impact upon your ability to meet your obligations under this Agreement or any Asset Finance Agreement, or which are outside our credit policies.

There are two types of Default, and each has different consequences and timeframes before we may become entitled to take Enforcement Actions listed below:

- a Payment Default – see clause 15.2; and
- specific events of non-monetary default (referred to as Adverse Events) – see clause 15.3.

You must ensure that there is no Default under this Agreement or any Asset Finance Agreement.

15.2 Payment Defaults and consequences

What is a Payment Default?

A Payment Default occurs if you do not pay on time any amount due under this Agreement, any Asset Finance Agreement, or any other document, agreement or arrangement you have with us from time to time for credit or financial accommodation provided to you.

What are the consequences of a Payment Default?

If a Payment Default occurs you are in Default, but we will give you a notice that a Payment Default has occurred allowing at least 30 days (or 7 days, if you are not a Small Business and this is not a Small Business Contract) to remedy it.

However, we may give you a shorter notice period, or no notice period (or if you are not a Small Business and this is not a Small Business Contract, we do not need to give you any notice), if:

- the Payment Default is unable to be remedied;
- we have already given you a period to remedy an Adverse Event under clause 15.3 and you have not remedied that Adverse event;
- it is reasonable for us to do so to manage a material and immediate risk relating to the nature of the Payment Default, your particular circumstances, or the value of the Security or Security Interest; or
- you are Insolvent (but if you are a Small Business or this is a Small Business Contract, it must still be reasonable for us to act to manage the material and immediate risk as described above).

We can immediately take any or all of the Enforcement Actions listed in clause 15.5 where:

- a Payment Default is not remedied within the required notice period set out in any notice given under this clause (or within any longer period we allow);
- we give a notice under this clause but are not required to give a notice period; or
- we are not required to give a notice.

15.3 Adverse Events and consequences

What is an Adverse Event?

An Adverse Event occurs if any of the following occurs (whether or not within your control):

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

- **Insolvency:** you are Insolvent;
- **Loss of capacity:** you no longer have legal capacity;
- **Creditor enforcement:** enforcement proceedings are taken against you or your assets by another creditor;
- **Cross default:**
 - early repayment is required under a separate financing arrangement that you have with us, or default based action is taken against you by us, due to an event of default which is of the same kind as an Adverse Event in this Agreement;
 - if you are not a Small Business and this is not a Small Business Contract, you are in default (however described) under the Security, any Security Interest, or any other document, agreement or arrangement you have with us from time to time;
- **Breach of law:** we believe, on reasonable grounds, that you have not complied with the law or any requirement of a statutory authority, or it becomes unlawful for you or us to continue with this Agreement or an Asset Finance Agreement;
- **Misrepresentation:** you give us information or make a representation or warranty to us (including any promise made under this Agreement or an Asset Finance Agreement) which is materially incorrect or misleading (including by omission);
- **Improper dealings with assets:** without our consent, your assets are dealt with, or attempted to be dealt with in breach of this Agreement, an Asset Finance Agreement, any Security, Security Interest or any other agreement with us;
- **Failure to maintain licence or permit:** you do not maintain a licence or permit necessary to conduct your respective businesses;
- **Failure to maintain Insurance:** you do not maintain Insurances required by this Agreement or an Asset Finance Agreement. This includes, for example, where the Insurance becomes unenforceable because of any action or inaction by you;
- **Change of control:** without our consent, there is a change in the legal or beneficial ownership, or management control of you, or of your business;
- **Change of status, capacity or composition:** without our consent, there is a change in your status, capacity or composition; or
- **Non-compliance with financial covenants and other events:** if you are not a Small Business and this is not a Small Business Contract:
 - any financial covenant specified in this Agreement or an Asset Finance Agreement is not complied with; or
 - an event or circumstance specified in this Agreement or an Asset Finance Agreement as an 'Adverse Event' occurs.

What are the consequences of an Adverse Event?

If an Adverse Event occurs, then you are in Default.

You must promptly give us any information we reasonably ask for concerning an Adverse Event.

If an Adverse Event has occurred which by its nature is material, or we reasonably consider has had, or is likely to have a significant negative impact on:

- you being able to make any payment due to us under this Agreement or any Asset Finance Agreement;
- our security risk (or our ability to assess this) – for example the value of any Security or Security Interest; or
- our legal or reputation risk where the Adverse Event is one described above under 'Breach of law', or 'Misrepresentation',

then we may issue a notice ("**Adverse Event Notice**").

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

An Adverse Event Notice will set out the grounds on which we consider there is an Adverse Event and allow you at least 30 days to remedy the Adverse Event (if it can be remedied) or to submit to us a plan to resolve the Adverse Event to our reasonable satisfaction.

If, after the period specified in the Adverse Event Notice:

- the Adverse Event has not been remedied to our reasonable satisfaction; or
- your plan to resolve the Adverse Event was not reasonably satisfactory to us,

then we may give you a further notice that the Adverse Event has not been remedied and allowing at least 7 days (or a longer period required by law) to remedy the Adverse Event.

However, we may give you shorter notice periods than those described above or no notice periods (or if you are not a Small Business and this is not a Small Business Contract, no notices), in relation to an Adverse Event where:

- it is reasonable for us to act to manage a material and immediate risk relating to the nature of the relevant Adverse Event, your particular circumstances or the value of the Security or Security Interest, for example, if we became aware that you were attempting to sell any assets or property secured under a Security or Security Interest contrary to the terms of this Agreement or an Asset Finance Agreement; or
- you are Insolvent (but if you are a Small Business or this is a Small Business Contract, it must still be reasonable for us to act to manage the material and immediate risk as described above).

We can immediately take any or all of the Enforcement Actions listed in clause 15.5 where:

- we give a notice under this clause and an Adverse Event is not remedied within the required notice period set out in the notice given (or within any longer period we allow);
- we give a notice under this clause but we are not required to give a notice period; or
- you are not a Small Business and this is not a Small Business Contract, we have decided in accordance with this clause not to give a notice.

If we are not entitled to take any of the Enforcement Actions listed in clause 15.5, then we may ask for further information, but we will not at that time take any further action.

15.4 What if another Default occurs during the remedy period?

Even if you remedy a Default during the applicable remedy period specified in a notice, we may still take Enforcement Action if another Default of the same type has arisen during that period.

15.5 Enforcement Actions

After any applicable steps and time periods described above, when you are in Default:

- where the Asset Finance Agreement is a Lease Agreement or a Hire Purchase Agreement, then you are taken to have repudiated the Asset Finance Agreement; and in any case,
- we can do any or all of the following (each an "Enforcement Action"):
 - by notice to you, cancel the Asset Finance Agreement with immediate effect;
 - by notice to you, cancel this Agreement (in relation to any further Schedules you request us to accept) with immediate effect;
 - continue to charge interest in accordance with clause 25.1 on any overdue amounts (including interest); and
 - exercise any of our rights and remedies against you or any person in relation to the Collateral which are available at law or under an Asset Finance Agreement, including taking action against you for any amounts payable by you under the Asset Finance Agreement and, in the case of a Loan Agreement, exercising our rights under the Goods Mortgage.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

If we cancel a Loan Agreement under this clause, you must pay us the Termination Value, any Economic Costs and the Early Termination Administration Fee referred to in the Schedule, together with all other amounts then payable under the Loan Agreement immediately without the need to give any prior notice other than as required by law.

If we cancel a Lease Agreement or a Hire Purchase Agreement under this clause you must then:

- return the Goods to us in good working order and condition (fair wear and tear excepted) to a reasonable place we nominate;
- give us all records, certificates and other documents, and a signed transfer in favour of us or a person we nominate and all certificates of registration;
- pay us the applicable Termination Value calculated as at the day we give notice of termination;
- pay us all outstanding Rent Instalments that have become due and that have not been paid and other amounts payable by you (including all Costs we incur in taking possession, storing, repairing, maintaining, restoring and insuring the Goods);
- pay us the Early Termination Administration Fee referred to in the Schedule; and
- pay us any amounts payable to us under this Agreement, including clause 25.2 and clause 27.

Once the Goods are returned to us, they will be dealt with in accordance with clause 22 or clause 23, as applicable.

15.6 Additional Enforcement Actions under Loan Documents

In addition if you are in Default under the Loan Documents, we may do any one or more of the following as "secured party" (for the purposes of the PPSA) or mortgagee:

- appoint one or more Receivers over all or part of the Goods; or
- do anything that a Receiver may do under clause 15.7.

We may enforce the Goods Mortgage before we enforce any other right, Security Interest or remedy we have against any other person or under another document. We may enforce any Security Interest in any order we reasonably determine necessary to protect our legitimate business interests.

15.7 Appointment of Receiver under Loan Documents

In exercising the power to appoint a Receiver under clause 15.6, we may appoint a Receiver to all or part of the Goods. A Receiver is your agent (unless we notify you that the Receiver is to act as our agent) and, except to the extent otherwise provided in this Agreement or any other agreement between you and us, you are solely responsible for anything done or not done by the Receiver and for the Receiver's remuneration. However, if you are a Small Business or this is a Small Business Contract then you are not responsible for anything done or not done by a Receiver appointed by us (nor for the Receiver's remuneration) to the extent of the fraud, negligence or misconduct by us or the Receiver. We may set the remuneration of a Receiver at an amount we reasonably determine as appropriate, remove a Receiver or appoint a new or additional Receiver. If we appoint more than one Receiver, we may specify whether they may act individually or jointly.

Unless the terms of appointment of a Receiver restrict a Receiver's powers, the Receiver may:

- take or give up possession of the Goods as often as it chooses;
- sever, remove and sell fixtures; or
- do anything the law allows an owner or a Receiver of the Goods to do (including improving, selling or leasing the Goods).

Neither we nor a Receiver need give you any notice or allow time to elapse before exercising a right under the Goods Mortgage or conferred under law, unless the notice or lapse of time is required by law and cannot be excluded.

15.8 Concurrent notices

We may also give you at the same time, or combine with a notice under this clause 15, any additional notice that is required by law in connection with enforcing a Security Interest.

15.9 Set-off and combining accounts

We may at any time, without notice to you:

- combine and amalgamate any two or more accounts held by you with us;
- set off or transfer any credit balance on any such account towards satisfaction of any amounts due and owing by you to us (whether alone or with any other person); and
- do anything reasonably necessary to enable us to do this, such as converting currency using our exchange rate.

If we do so, we will notify you after exercising our right under this clause.

However, if you are a Small Business or this is a Small Business Contract, we will not exercise our rights under this clause unless either we give notice to you, or a Default has occurred and is continuing.

15.10 Overdraft or on-demand facility

If you have an overdraft or other on-demand facility (such as a commercial cards facility), we can require repayment of that on-demand facility at any time, whether or not there is a Default, in accordance with the relevant terms and conditions that apply to that overdraft or other on-demand facility.

If you do not repay an on-demand facility by the date that we ask you to repay, that will be a Payment Default under this Agreement and each Asset Finance Agreement. However, we will comply with clause 15.2 for that Payment Default.

16. Power of attorney under Goods Mortgage

When you give us a signed Schedule titled "Loan Schedule and Goods Mortgage", under the Goods Mortgage, you appoint us, each of our Authorised Persons, our employees and each Receiver under the Goods Mortgage individually as your attorneys. You may not revoke any of these appointments. Each attorney may do anything reasonably necessary or helpful to protect our interest in the Goods and the Goods Mortgage, and anything which you can do as owner of the Goods (including selling, leasing or otherwise dealing with the Goods, signing documents, conducting or defending legal action in relation to the Goods or any Insurance relating to the Goods).

17. Disposal of the Goods by us or a Receiver

You agree that if we or a Receiver sell or otherwise dispose of the Goods, the person who acquires the Goods need not check whether we or the Receiver has the right to dispose of the Goods or are exercising that right properly. You agree not to challenge that person's right to acquire the Goods in a manner that is lawfully authorised or permitted. This does not remove any legal rights you may have to seek compensation from us or any Receiver having acted improperly.

18. What happens to money we receive under the Goods Mortgage

Money we receive under the Goods Mortgage is to be used towards paying the Secured Money and then any amount secured under any other Security Interest over the Goods. We will only pay you any balance of the money we receive after application of the money towards the Secured Money and any amount secured under any other Security Interest over the Goods.

19. Regulatory Laws

If the Regulatory Laws apply to the Asset Finance Agreement or any Goods, our rights to take possession of or sell the Goods are subject to giving any notice you are required to be given in accordance with the Regulatory Laws. We agree to:

- pay you any amount you are entitled to receive; and
- recover from you any amount you are obliged to pay, under the Regulatory Laws in exercising our rights.

20. What you need to know about ending this Agreement early

Providing there are no existing Asset Finance Agreements and no subsisting Default, either party may terminate this Agreement on 30 day's written notice to the other.

20.1 Early repayment of Loan Balance in full under a Loan Agreement

WARNING: If you repay all or part of the Loan Balance early, you may incur additional liabilities to us under your Loan Agreement in respect of any Loss or Costs we sustain as a result of the early repayment. Our Losses and Costs could be substantial. Accordingly, before making an early repayment, you should first seek an estimate from us about the likely additional amounts that will be payable to us.

You may repay the entire Loan Balance in full before it is due, providing you pay us within the time specified by us:

- our Economic Costs (if any);
- the applicable Termination Value calculated as at the date of the repayment;
- the Early Termination Administration Fee referred to in the Schedule;
- the Unrecovered Establishment Costs and Unrecovered Commissions; and
- any additional amounts payable under this Agreement, including clause 25.2 and clause 27.

You must notify us if you wish to repay the entire Loan Balance before it is due. We will then notify you of the total amount (if any) payable under this clause and when you must pay it.

20.2 Early termination of lease of Goods in full under Lease Agreement

You may ask us to terminate the lease of the Goods under a Lease Agreement in full before the end of the Term, and if you do so you must, within the time we specify:

- deliver the Goods to us in good working order and condition (fair wear and tear excepted) to a reasonable place we nominate;
- give us all records, certificates and other documents, and a signed transfer in favour of us or a person we nominate and all certificates of registration;
- pay us the applicable Termination Value we calculate;
- pay us all outstanding Rent Instalments that have become due and that have not been paid and other amounts payable by you (including all Costs we incur in taking possession, storing, repairing, maintaining, restoring and insuring the Goods);
- pay us the Early Termination Administration Fee referred to in the Schedule; and
- pay us any additional amounts payable under this Agreement including clause 25.3 and clause 27.

20.3 Early termination of hire of Goods in full under Hire Purchase Agreement

You may ask us to terminate the hire of the Goods under a Hire Purchase Agreement in full before the end of the Term, and if you do so you must, within the time we specify pay us:

- the applicable Termination Value we calculate;

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

- all outstanding Rent Instalments that have become due and that have not been paid and other amounts payable by you;
- the Early Termination Administration Fee referred to in the Schedule; and
- any additional amounts payable under this Agreement including clause 25.3 and clause 27.

Providing:

- you pay us these amounts in full within the time specified by us; and
- you are not in Default under clause 15,

then title to the Goods passes to you as at the time you pay us these amounts, on an “as is where is” basis with no representation or warranty from us about title, condition or any other matter.

20.4 Early repayment of Loan Balance in part under Loan Agreement

If we agree, you may repay the Loan Balance in part before it is due if you wish to exclude particular Goods from a Loan Agreement, provided that you:

- pay us any amounts we advise are payable under this Agreement in relation to the Goods to be excluded, including the outstanding Loan Balance relating to those Goods, our Economic Costs (if any) in relation to the partial repayment of the Loan Balance, the Early Termination Administration Fee referred to in the Schedule and any additional amounts payable under this Agreement relating to those Goods within the time specified by us; and
- enter any agreement we require to vary the Loan Agreement to exclude those Goods.

You may ask us to exclude particular Goods from the Loan Agreement and partially repay the Loan Balance relating to those Goods before it is due by giving us notice. If we agree, we will then notify you of the total amount (if any) payable under this clause and any agreement we require you to enter to vary the Loan Agreement. We will notify you of any changes to your Instalment Amounts after you partially repay the Loan Balance.

You may not otherwise repay part of the Loan Balance before it is due except if there is a Casualty Event, in which case clause 24 will apply.

20.5 Early termination of lease of Goods in part under Lease Agreement

You may ask us to exclude particular Goods from a Lease Agreement and partially terminate the lease of such Goods under that Lease Agreement by giving us notice. If we agree, you must within the time we specify:

- deliver those Goods to us in good working order and condition (fair wear and tear excepted) to a reasonable place we nominate;
- give us all records, certificates and other documents, and a signed transfer in favour of us or a person we nominate and all certificates of registration;
- pay us the applicable Termination Value we calculate for those Goods;
- pay us all outstanding Rent Instalments that have become due and that have not been paid and other amounts payable by you (including all Costs we incur in taking possession, storing, repairing, maintaining, restoring and insuring those Goods);
- pay us the Early Termination Administration Fee referred to in the Schedule;
- pay us any additional amounts payable under this Agreement including clause 25.3 and clause 27; and
- enter any agreement we require to vary the Lease Agreement to exclude those Goods.

We will notify you of any changes to your Rent Instalments and Residual Value after you pay us the amounts specified above.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

You may not otherwise terminate part of the lease of Goods under a Lease Agreement early except if there is a Casualty Event, in which case clause 24 will apply.

20.6 Early termination of hire of Goods in part under Hire Purchase Agreement

You may ask us to exclude particular Goods from a Hire Purchase Agreement and partially terminate that Hire Purchase Agreement by giving us notice. If we agree, you must within the time we specify:

- pay us the applicable Termination Value we calculate for those Goods;
- pay us all outstanding Rent Instalments that have become due and that have not been paid and other amounts payable by you in respect of those Goods;
- pay us the Early Termination Administration Fee referred to in the Schedule;
- pay us any additional amounts payable under this Agreement including clause 25.3 and clause 27; and
- enter any agreement we require to vary the Hire Purchase Agreement to exclude those Goods.

We will notify you of any changes to your Rent Instalments after you pay us the amounts specified above.

21. What happens at the end of the Term

21.1 Loan Agreement

Once there is no longer any Secured Money, we will release the Goods from the Goods Mortgage and reassign them back to you when you ask.

21.2 Hire Purchase Agreement

Title to the Goods passes to you on the last day of the Term of a Hire Purchase Agreement on an “as is where is” basis with no representation or warranty from us about title, condition or any other matter unless:

- you are in Default (as described in clause 15) under the Hire Purchase Agreement;
- the Hire Purchase Agreement has been terminated early; or
- you have failed to pay us all amounts payable under the Hire Purchase Agreement.

21.3 Lease Agreement

What you need to do at the end of the Term

On the last day of the Term of the Lease Agreement (except where the Term has been treated as having ended pursuant to clause 24 or the lease of the Goods under the Lease Agreement has been terminated earlier), you must:

- deliver the Goods to us in good working order and condition (fair wear and tear excepted) to a reasonable place we nominate;
- give us all records, certificates and other documents, and a signed transfer in favour of us or a person we nominate and all certificates of registration; and
- pay us any amount payable under the Lease Agreement.

If you don't return the Goods to us

If the lease of the Goods under this Agreement has not been terminated and you do not return the Goods at the end of the Term in accordance with this clause, you must:

- pay us rent when we ask for each day until the Goods are returned to us as required under this clause. Daily rent will equal the average daily amount of the Rent Instalments payable by you during the Term and does not reduce the Residual Value; and

- return the Goods to us when we ask and deliver them to a reasonable place we nominate.

22. What happens to Goods under a Lease Agreement when they are returned

If the Goods under a Lease Agreement are returned to us, or repossessed by us, we must offer them for sale at a public auction or by private sale, as soon as practicable.

We may offer any Goods for sale without any representations or warranty as to title, condition or other matters.

You remain liable for all amounts payable by you under the Lease Agreement, including the Early Termination Administration Fee referred to in the Schedule.

22.1 Goods returned to us at the end of the Term

Where the Goods have been returned to us at the end of the Term of the Lease Agreement as required under clause 21.3, then following a sale of the Goods:

- if the Net Proceeds we receive for the Goods are less than the Residual Value, then in addition to any other amount you owe us, you must pay us the difference promptly when we ask; and
- if the Net Proceeds we receive for the Goods are more than the Residual Value, we will first apply the amount of that excess against any amounts that are payable by you to us and then pay any remaining amount from that excess to you.

22.2 Goods returned to us before the end of the Term

Where the Goods have been returned to us:

- after we have agreed to an early termination as required under clause 20; or
- following a Default, as required under clause 15,

then following a sale of the Goods, we will first apply any Net Proceeds against any amounts that are payable by you to us under the Lease Agreement, and then pay any remaining amount to you up to the amount of the Termination Value actually paid by you.

22.3 Net Proceeds

The Net Proceeds are to be taken to be zero if the Goods are not successfully sold within one month after first being offered for sale by public auction without reserve.

23. What happens to the goods under a Hire Purchase Agreement when they are returned

This clause does not apply if the Goods under a Hire Purchase Agreement are subject to the Regulatory Laws.

Where Goods under a Hire Purchase Agreement are returned to us, or are repossessed by us, we will offer them for sale at a public auction or private sale, as soon as practicable.

We may offer any Goods for sale, without any representations or warranty as to title, condition or other matters.

You remain liable for all amounts payable by you under the Hire Purchase Agreement, including the Early Termination Administration Fee referred to in the Schedule.

Where the Goods have been returned to us following a Default as required under clause 15, following a sale of the Goods, we will first apply any Net Proceeds against any amounts that are payable by you to us under the Hire Purchase Agreement, and then pay any remaining amount to you up to the amount of the Termination Value actually paid by you.

The Net Proceeds are to be taken to be zero if the Goods are not successfully sold within one month after first being offered for sale by public auction without reserve.

24. What you need to know about a Casualty Event

24.1 What is a Casualty Event

A Casualty Event means, in respect of the Goods:

- the Goods are lost, stolen or destroyed, or
- the Goods are damaged or impaired to such an extent that you or the insurer decides that repair is impractical or uneconomic.

24.2 What you need to do if a Casualty Event or other damage occurs

You must notify us urgently if:

- a Casualty Event occurs in respect of any Goods or;
- if any Goods are damaged, without resulting in a Casualty Event. If this occurs you must restore them to their undamaged condition.

Following a Casualty Event, you may request a Substitution in respect of such Goods. We will not unreasonably withhold our consent to a Substitution and if we agree to a Substitution you must pay us the Asset Substitution Fee (if any) and the Personal Property Securities Registration and Maintenance Fee (if any) described in the Schedule.

If we receive money from an insurer or any other person for the Goods because of damage that does not result in a Casualty Event, we agree to pay it to you, up to the amount required to restore the Goods, less all money then payable by you to us under this Agreement or any Asset Finance Agreement.

24.3 When you have a Loan Agreement

Unless we have agreed to a Substitution, within 7 days of the occurrence of a Casualty Event in respect of any Goods the subject of a Goods Mortgage under a Loan Agreement, you must pay us:

- the Termination Value and other amounts that you owe us in respect of those Goods;
- any additional amount payable under clause 25.3 and clause 27 because of the Casualty Event; and
- our Economic Costs (if any) in relation to the payment of the amounts in the two preceding bullet points,

less

- any money we receive from the insurer or another person in respect of those Goods.

Once you pay us these amounts:

- the Term of the Loan Agreement will be treated as having ended in relation to those Goods on the date of such payment, and
- we will notify you in writing of the varied Instalment Amounts for the remaining Term.

The Term of the Loan Agreement continues only in respect of any Goods unaffected by the Casualty Event.

24.4 When you have a Lease Agreement or Hire Purchase Agreement

Unless we have agreed to a Substitution, within 7 days of the occurrence of a Casualty Event in respect of any Goods the subject of a Lease Agreement or Hire Purchase Agreement, you must pay us:

- the Termination Value and all outstanding Rent Instalments and other amounts that you owe us in respect of those Goods; and

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

- any additional amount payable under clause 25.3 and clause 27 because of the Casualty Event,

less

- any money we receive from the insurer or another person in respect of those Goods.

Once you pay us these amounts:

- the Term of the Lease Agreement or Hire Purchase Agreement will be treated as having ended in relation to those Goods on the date of such payment, and
- we will notify you in writing of the varied Rent Instalments and Residual Value (as the case may be) payable in respect of the continuing Term and the unaffected Goods.

The Term of the Lease Agreement or Hire Purchase Agreement continues only in respect of any Goods unaffected by the Casualty Event.

24.5 What happens after a Casualty Event

As long as you have paid us the amounts payable under this clause 24 and there is no Default under the relevant Asset Finance Agreement, then if subsequently:

- we receive any money from the insurer of those Goods, we will pay the amount we actually receive to you; or
- for the Lease Agreement or a Hire Purchase Agreement only, the insurer provides us with replacement Goods (instead of paying us money) and there is no Substitution for the relevant Goods, then we will sell the replacement Goods by public auction and pay the Net Proceeds to you; or
- there is an agreed Substitution for those Goods, then we will repay to you the amount of the Termination Value paid to us in respect of those Goods.

Part D: General terms and conditions

25. Payments under this Agreement and an Asset Finance Agreement

25.1 Overdue payments

You must pay interest calculated on a daily basis on each amount you do not pay on time under this Agreement or any Asset Finance Agreement for the period it is unpaid.

- for a Loan Agreement, at a rate no greater than the relevant Interest Rate;
- for a Lease Agreement or Hire Purchase Agreement, at a rate no greater than the relevant Implicit Rate; and
- subject to clause 25.2, for this Agreement, at a rate that is no greater than the highest Interest Rate or Implicit Rate under any Asset Finance Agreement.

Accrued interest is payable monthly at the end of the month, or on such other days of the month as we reasonably advise. We may add the interest payable to the amount you owe us. You are then liable for interest under this provision on that interest amount.

25.2 Banking Code - Default interest moratorium for Farmers

We will comply with our obligations with respect to 'default interest' in the Banking Code, including if the Banking Code requires us not to charge 'default interest' or default fees for whatever reason. In this clause, 'default interest' means the application of a higher annual percentage rate applicable under a loan because you are in default, for the period that the default continues.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

This means that where you are a Farmer and we have provided you with an Asset Finance Agreement for the purposes of a Farming Operation, we will not charge default interest or any default fees during any period in respect of which the land you use for that operation is in drought or subject to natural disaster. Land is in drought or subject to natural disaster if an Australian State or Territory Government makes a declaration to that effect, or where we are satisfied on other grounds that the land is in drought or subject to natural disaster.

You should tell us as soon as practicable if the land you use for a Farming Operation is in drought or subject to natural disaster. For the paragraph above to apply, you may need to tell us about your circumstances, and we will refund default interest or default fees (if any) which were charged during that period.

25.3 Your other payment obligations

You must pay us on demand, any amounts we reasonably determine represent any Loss or reasonable Costs we have incurred or will incur in connection with:

- reasonably exercising our rights under this Agreement or any Asset Finance Agreement in consequence of a Default under this Agreement or any Asset Finance Agreement;
- you not doing what you should have done, or for us doing anything you should have done, under this Agreement or any Asset Finance Agreement;
- a Default;
- us having to seize or store the Collateral or us owning the Collateral (including registering our interest as owner);
- our Security Interest in the Collateral;
- us possessing the Collateral or the Use of the Collateral;
- any death, injury or damage caused directly or indirectly by the Collateral or the Use of the Collateral;
- any Loss, damage, or destruction of, or defect in, the Collateral;
- our reasonable reliance, or us acting in good faith, on any information you give us or instructions or communications sent to us (in any form) that we receive from you or a supplier of the Collateral;
- any claim or proceeding being made against us by a third party relating to an Asset Finance Agreement, the Collateral, or the ownership or Use of the Collateral (including for patent, trademark or copyright infringement, for strict liability, for personal injury or death to any person, for breach of law (including occupational health and safety legislation) or for any other reason);
- the Loan Balance being prepaid in whole or in part, before the end of the Term;
- the costs or remuneration of, or any amounts payable by us to any Receiver under the Goods Mortgage; and
- any Unrecovered Commissions and any Unrecovered Establishment Costs, but only to the extent that the amount of that Loss or Cost is not separately payable under another provision of this Agreement.
- You don't have to pay or reimburse us:
 - to the extent our fraud, negligence or misconduct (or the fraud, negligence or misconduct of our Authorised Persons, officers, employees, contractors and agents) contributed to the relevant Loss or Costs incurred by us; and
 - if you are a Small Business or this is a Small Business Contract, to the extent any fraud, negligence or misconduct by an External Administrator appointed by us contributed to the relevant Loss or Costs incurred by us.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

25.4 Payments

If and when a payment is required to be made to us under this Agreement and each Asset Finance Agreement, it must be made in full without any set-off, counterclaim, withholding or deduction, unless you have a right to set-off granted by law which cannot be excluded (for example, where a court order permits or where you have established that a payment is not due and payable). If you have a dispute about a payment, please contact us so we can seek to resolve this as soon as possible.

If a date for payment under this Agreement is not a Business Day, the payment must be made on the preceding Business Day. Any payment to us is taken to have been made only when we receive it in cleared funds.

If you or we are, at any time, compelled by law to deduct or withhold any amount (including Taxes), you must indemnify us against that amount and pay us concurrently such additional amounts as will result in payment to us of the full amount which would have been received if no deduction had been made.

Time is of the essence in relation to each obligation to pay money under this Agreement and an Asset Finance Agreement. Each person must comply with these obligations on time.

25.5 Delaying, freezing, suspending, blocking or refusing transactions or services

You must comply with all relevant requirements relating to the law of Australia or another country.

We may take, or avoid taking, any action (for example, we may delay, freeze, suspend, block or refuse to process any payments or other transactions or your access to our services) where reasonably necessary to:

- prevent an anticipated breach of any relevant law of Australia or another country (including any sanctions); or
- manage any risk; or
- protect you or us or any other person from potentially fraudulent activity or a scam, or anticipated material losses to you or us arising from the misuse or unauthorised use of a facility under the Asset Finance Agreement or our services (but it may not be possible for us to detect and prevent all such transactions).

We may exercise our rights for as long as is reasonably necessary to manage any risks. We may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk). If appropriate, we will give you a general reason for doing so. If we do not give you advance notice, and where it is reasonable to do so, we will advise you within a reasonable time of exercising our discretion under this clause.

26. Fees

You agree to pay us any fee described in the Schedule or otherwise promptly when we ask. Subject to clause 2.1, we may vary the amount of any fee or vary how fees are charged or impose new fees at any time. For example, we may vary fees or charges to reflect increases in our costs, regulatory changes or changes in market conditions. If we do so, we will notify you in writing or (except for an introduction of a fee) by newspaper advertisement, and give you at least 30 days' notice. Once paid, these amounts are not refundable.

We will comply with our obligations under the Banking Code to advise you of any changes to our fees and charges. We'll also tell you reasonably promptly if there is a new government charge or a change in an existing government charge and this has not otherwise been publicised.

27. Costs and Taxes

You must pay us for our reasonable Costs and Taxes payable in connection with:

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

- this Agreement or any Asset Finance Agreement including any actual or attempted exercise or enforcement of rights under it;
- any payment, receipt or other transaction arising out of this Agreement or any Asset Finance Agreement;
- the registration of our interest in the Collateral on any appropriate register; and
- preparing, registering and maintaining any financing statement or financing change statement under the PPSA.

Anything which you must do under this Agreement or any Asset Financing Agreement must be done at your cost.

28. GST

If GST is imposed on any supply made by us under or in connection with this Agreement or any Asset Finance Agreement, in addition to any other consideration payable by you to us, we may recover from you an additional amount on account of GST, such amount to be calculated by multiplying the amount or consideration payable for the relevant supply by the prevailing GST rate. Any additional amount on account of GST recoverable from you under this clause shall be calculated without any deduction or set-off of any other amount and is payable by you upon demand by us whether such demand is by means of an invoice or otherwise.

Where you are required pursuant to this Agreement or any Asset Finance Agreement to pay an amount to us by way of reimbursement of an amount paid or payable by us to a third party, the amount required to be paid by you will exclude any amount in respect of which we are entitled to an input tax credit.

29. Authority to complete

You irrevocably authorise us to complete any blanks or amend any of the details in this Agreement or an Asset Finance Agreement (in the case of amending any of the details, where such details are incomplete or incorrect) in order to give effect to this Agreement or an Asset Finance Agreement.

30. Our right to act and how we may exercise our rights

Subject to clause 2.1, we may:

- do anything we think reasonably necessary to protect our rights in the Collateral or under this Agreement or any Asset Finance Agreement;
- do anything you should have done under this Agreement, any Asset Finance Agreement or the Insurance and which we reasonably consider you have not done properly; or
- exercise a right or remedy in any way and at any time we consider reasonably appropriate. If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

We are not liable for Loss:

- caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy where:
- there is no breach of a legal duty of care owed to you by us or by any of our employees or agents; or
- such Loss or damage is not a reasonably foreseeable result of any such breach; or
- we reasonably exercise the discretion, including because of one or more of the factors set out in clause 2.1; or
- that results from a breach by you of any term of this Agreement or any Asset Finance Agreement,

except:

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

- to the extent such Loss is caused by our fraud, negligence or misconduct (or the fraud, negligence or misconduct of our Authorised Persons, officers, employees, contractors and agents); and
- to the extent such Loss is caused by any fraud, negligence or misconduct by an External Administrator appointed by us if you are a Small Business or this is a Small Business Contract.

Our rights and remedies under this Agreement or any Asset Finance Agreement are in addition to any other rights or remedies given by law independently of it.

Subject to clause 15.9, you authorise us to apply any money we owe you, including money in accounts with us, to satisfy amounts you owe us under this Agreement or any Asset Finance Agreement in a manner that is consistent with our legitimate business interests.

We need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded. If Chapter 4 of the PPSA applies to the enforcement of a Security Interest arising under or in connection with this Agreement or any Asset Finance Agreement, you agree to the extent the law permits, for the purposes of sections 115(1) and 115(7) of the PPSA, we need not comply with sections 95, 121(4), 125, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPSA.

31. Reinstatement of rights

An External Administrator may be entitled under law to ask us to refund a payment we have received in connection with this Agreement. If that happens, then we will treat that payment as not having been made to us, and we will be entitled as against you as if that payment was never made. This applies even if this Agreement has been terminated.

If this happens, you must also do anything we reasonably ask to restore any Security Interest we held or rights we had against you.

32. Variation

We may, acting reasonably, vary a term of this Agreement or an Asset Finance Agreement, where we consider such variation is necessary to ensure that the facility under the Asset Finance Agreement is provided in accordance with all relevant laws and industry codes or our prudential or regulatory obligations as a bank. We will give you at least 30 days' notice of any such variation, however we may give you a shorter notice period if it is reasonable for us to manage a material and immediate risk.

We will notify you of changes we make by either writing to you or putting an advertisement in national or local media.

This clause is in addition to any changes made under clauses 20, 24 and 26.

33. Notices and other communications

33.1 How we will communicate

Notices, statements, certificates and other communications from us can be:

- given to you personally;
- left at or posted to your address last nominated by you;
- sent by facsimile to your fax number last nominated by you;
- given to you by notifying you through an electronic service provided by us that information is available electronically;
- published in the press or at nab.com.au; or
- given to you electronically by:
 - short message service (SMS) to your mobile telephone number or email; or

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

- o notifying you by short message service (SMS), or by email, of information on our website.

We will use your last nominated mobile number or email address for that notice. You may change your nominated email address or mobile number, by giving us notice or calling us on 13 10 12. On request, we will provide you with paper copies of any notices or communications sent to you (seven years from the time the information is given). You must check your email and mobile phone regularly.

If we send a document or communication to you by ordinary post, you are taken to have received it 7 Business Days after it was posted.

A document or communication sent by facsimile is received by you at the time and date shown on the delivery receipt.

A document or communication sent by another form of electronic communication (such as SMS or electronic mail) is taken to be received when it enters your information system as recipient.

A document or communication published in the press or on the internet is taken to be received by you when it is first published.

33.2 Communications from you

Written communications from you must be signed (including electronically) by you (or by a director or another person we have approved in the case of a company or another entity).

33.3 Account statements

If you request, we will give you a statement of account as required by the Banking Code and may do so electronically.

34. How this Agreement is to be understood

We have tried to make this Agreement and each Asset Finance Agreement fair and reasonable. However, if any law applies to make part of this Agreement or an Asset Finance Agreement inoperative then the intention is for it to be interpreted in a way which preserves as much of this Agreement or an Asset Finance Agreement and its operative effect as the law allows.

35. Applicable law

This Agreement and each Asset Finance Agreement is governed by the laws of the state or territory shown in your address in the Details (and if there is more than one of you, the first of you shown in the Details). You agree to any court dispute being conducted in the courts of that place.

Notwithstanding anything else in this Agreement:

- the laws of the State of Victoria apply to the execution of this Agreement and to the execution of any Schedule or other document issued under this Agreement; and
- the parties agree that the Agreement, any Schedule under this Agreement or any other documents issued under this Agreement may be signed electronically in accordance with the laws of the State of Victoria.

36. Agency and transfer

We may enter into this Agreement and any Asset Finance Agreement as principal or agent. We may also, acting reasonably, transfer the Collateral or our interest in this Agreement or any Asset Finance Agreement or give another person an interest in or form of Security Interest over either of them, having regard to our legitimate business interests. We may disclose any information or document we consider desirable to help us exercise this right at any time to a person to whom we transfer or propose to transfer our interest.

37. Confidentiality

Each party agrees to keep this Agreement, each Asset Finance Agreement and any information provided to each other confidential. It will only disclose that information:

- to its respective officers, employees, legal and other advisers and auditors;
- to an External Administrator;
- if required by any securities exchange or if allowed or required by law; and
- to third parties with the consent of the other party (such consent not to be unreasonably withheld).

In addition, you agree that we may disclose such information:

- if there is a regulatory event such as changes in law or prudential standards, policies or requirements applying to us, or by the actions of a regulatory authority;
- if we're assigning or otherwise dealing with our interest under this Agreement or any Asset Finance Agreement;
- to register or maintain any Security Interest;
- to enforce our rights under this Agreement or any Asset Finance Agreement; and
- to any person who provides a Security Interest to us (or to a person we reasonably believe may do so), but on the same confidential basis set out above.

The parties agree that no one will disclose (or authorise the disclosure) to any other person of any information of the kind described in section 275(1) of the PPSA, unless allowed or required by law.

38. Indemnities

Each indemnity in this Agreement is a continuing obligation, separate and independent from other obligations. It continues after this Agreement or any Asset Finance Agreement ends or is terminated. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity against you.

39. Power of Attorney for your authorised persons

If we separately agree for you to appoint an authorised person to execute and deliver any Schedule on your behalf, then you irrevocably appoint each such authorised person individually as your attorney to execute and deliver any Schedule on your behalf.

Part E: Glossary of terms**40. Interpretation and meaning of words**

In this Agreement or any Asset Finance Agreement a reference to:

- the singular includes the plural and vice versa;
- law includes common law, principles of equity and legislation of the Commonwealth, a state or territory;
- a document or legislation includes any variation, novation or replacement of it;
- a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns, and in our case, any principal for whom we may be agent (whether described or not);
- any thing (including the Goods) includes the whole and each part of it;
- a person includes an individual, a firm, a body corporate, an unincorporated association and an authority; and
- if there is more than one person described as Customer in the Details, a reference to Customer means each of them separately and every two or more of them jointly.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

Terms used in this Agreement with a specific meaning are either explained in the Details or explained below.

Adverse Event	has the meaning given in clause 15.3.
Adverse Event Notice	has the meaning given in clause 15.3.
Asset Finance Agreement	means a Hire Purchase Agreement, a Lease Agreement or a Loan Document.
Authorised Person	means, in our case, a director or secretary, an officer whose title contains the word “director”, “chief”, “head”, “president”, “manager” or a person performing the functions of any of them
Australian Consumer Law	means Schedule 2 of the Competition and Consumer Act 2010 (Cth) (and any equivalent State or Territory legislation) and any regulations made under it, and includes any consolidation, amendment, re-enactment or replacement of the legislation.
Banking Code	means the version of the Banking Code of Practice as published by the Australian Banking Association which applies, or that we agree applies, to this Agreement and each Asset Finance Agreement.
Business Day	means a day other than a Saturday or Sunday, or a day gazetted as a national or Victorian public holiday.
Casualty Event	has the meaning given in clause 24.1.
Collateral	means each one or more of the following as the context requires: <ul style="list-style-type: none"> • the Goods the subject of an Asset Finance Agreement; • replacements for and accessories and additions fitted to any such Goods at any time; and • includes the proceeds of sale of any such Goods described above and any other income derived from such Goods and any other proceeds of such Goods.
Control	in respect of: <ul style="list-style-type: none"> • a corporation means having the direct or indirect power to direct its management of or control the membership of its board of directors; and • other matters, has the meaning given to it in Part 2.3 of the PPFA.
Corporations Act	means the Corporations Act 2001 (Cth).
Costs	means our costs, charges, fees, expenses and other outgoings. This includes where we appoint advisers, lawyers or professional consultants and the reasonable expenses incurred by our staff and for the use of our operations, premises and resources.
Default	has the meaning given in clause 15.
Details	means the Details set out at the beginning of this Agreement.
Early Termination Administration Fee	means, for an Asset Finance Agreement, the early termination administration fee specified in the relevant Schedule.
Economic Costs	means the Loss that we sustain or expect to sustain resulting from: <ul style="list-style-type: none"> • the payments made under clause 20 in relation to an early

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

	<p>repayment of the Loan Balance; or</p> <ul style="list-style-type: none"> the payments made under clause 24 in relation to a Casualty Event; or our taking of Enforcement Action under clause 15. <p>Such Loss may include any Loss arising because we need to liquidate funds or deposits or terminate, reverse or vary an agreement, arrangement or transaction we entered into to hedge, fix or limit our effective cost of funding or maintaining all or part of a Loan Agreement.</p>
Enforcement Action	has the meaning given in clause 15.5.
External Administrator	means a receiver, receiver and manager, administrator, liquidator, provisional liquidator, controller or bankruptcy trustee.
Farmer	means a person (whether an individual person or a corporation) who is solely or principally engaged in a Farming Operation and includes a person who owns land cultivated under a share-farming agreement and the personal representatives of a deceased farmer.
Farming Operation	<p>means a business undertaking that primarily involves one or more of the following activities:</p> <ul style="list-style-type: none"> agriculture (for example, crop growing and livestock or grain farming); aquaculture; the cultivation or harvesting of timber or native vegetation; or any activity involving primary production carried out in connection with an activity referred to in the above bullet points.
Goods	means for an Asset Finance Agreement, the goods described in its Schedule and which, in the case of a Loan Agreement, are subject to the Goods Mortgage, including parts and accessories, and any replacements and substitutions of such goods.
Goods Mortgage	means the mortgage given by you to us under a Schedule in relation to the Goods.
GST	means Goods and Services Tax as imposed under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Hire Purchase Agreement	means any agreement for the hire and purchase of Goods on the terms of this Agreement and a Schedule headed "Equipment Schedule – Hire Purchase Agreement" for those Goods. An agreement arises when we accept your offer to enter into a Hire Purchase Agreement under clause 3.
Implicit Rate	means for a Lease Agreement or a Hire Purchase Agreement, the interest rate used to calculate the Rent Instalments under the Lease Agreement or Hire Purchase Agreement.
Insolvent, Insolvency	<p>any of the following in respect of a person:</p> <ul style="list-style-type: none"> they are (or state they are) insolvent or an insolvent under administration (each as defined in the Corporations Act); they have an External Administrator appointed to them or any of their assets, are in liquidation, in provisional liquidation, under administration or being wound up; execution, distress, or any other process is attempted or imposed

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

	<p>regarding any of their undertaking, property or assets;</p> <ul style="list-style-type: none"> • a compromise, arrangement, assignment, moratorium or composition is proposed with, or becomes effective in relation to, their creditors or any class of their creditors (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by us); • an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with them, which is preparatory to or could result in any of the things referred to above; • they are taken (under section 459F of the Corporations Act) to have failed to comply with a statutory demand; • they are the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act; • they are a natural person who commits an act of bankruptcy within the meaning of the Bankruptcy Act 1966 (Cth); • they are otherwise unable to pay their debts when they fall due; or • something having a substantially similar effect to any of the things referred to above happens in connection with them under any law.
Instalment Amount	means for a Loan Agreement, each amount described as such in the Schedule, as varied in accordance with clause 20.4 or clause 24.
Insurance	<p>means:</p> <ul style="list-style-type: none"> • insurance against Loss or damage to the Goods caused by fire, theft, accident and any other risks we reasonably specify up to an amount approved by us, • public liability insurance for bodily injury or death or damage to property or the environment arising in connection with the use of the Goods up to an amount approved by us, including motor vehicle comprehensive and third party insurance if the Goods are a motor vehicle, and • insurance against any other liability the law or we reasonably require you to insure against.
Interest Charges	means for a Loan Agreement, each amount described as such in the Schedule.
Interest Rate	means for a Loan Agreement, the rate described as such in the Schedule.
Lease Agreement	means any agreement for the lease of Goods on the terms of this Agreement and a Schedule headed "Equipment Schedule – Lease Agreement" for those Goods. An agreement arises when we accept your offer to enter into a Lease Agreement under clause 3.
Loan Agreement	means an agreement for the provision of a loan by us to you on the terms of this Agreement and a Schedule headed "Loan Schedule and Goods Mortgage".
Loan Amount	means for a Loan Agreement, the amount described as such in the Schedule or so much of it as has been advanced to you.
Loan Balance	means for a Loan Agreement, at a particular time, the Loan Amount

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

	which has not been repaid and remains outstanding at that time, together with interest accrued and all other amounts due to us under the Loan Agreement. The Loan Balance on which interest is calculated for the first Payment Date is the Loan Amount less the amount of any Instalment Amount received on the date we lend you the Loan Amount.
Loan Documents	means a Loan Agreement (including this Agreement) and any Security or Security Interest.
Loss	includes any liability or loss, and any Costs (including on account of funds borrowed, contracted for or used to fund any amount payable or any amount in respect of any swap or hedge by us in connection with our purchase of the Goods or this Agreement or any Asset Finance Agreement) and Taxes and includes any notional amount payable arising from any swap, hedge or funding transaction between our internal departments or sections.
Net Proceeds	means the gross sale proceeds received for selling, re-leasing or re-hiring Goods less all Costs we incur in taking possession, selling, re-leasing or re-hiring them.
Payment Date	means for an Asset Finance Agreement, each date described as such in the Schedule as varied in accordance with clause 24.
Payment Default	has the meaning given in clause 15.2.
PPSA	means the Personal Property Securities Act 2009 (Cth) and any regulations made pursuant to it.
PPSR	means the register established under the PPSA.
Receiver	includes receiver or receiver and manager.
Regulatory Laws	means each of the Credit (Rural Finance) Act 1996 (Qld), sections 13, 15 and 25 of the Hire Purchase Act 1959 (WA) and the Goods Act 1958 (Vic).
Rent Instalment	means for a Lease Agreement or a Hire Purchase Agreement, the rent instalments described in the relevant Schedule, as varied in accordance with clause 20.5, clause 20.6 or clause 24.
Residual Value	means for a Lease Agreement, the residual value described in the relevant Schedule, as varied in accordance with clause 20.5 or clause 24.
Schedule	means: <ul style="list-style-type: none"> • for a Lease Agreement or a Hire Purchase Agreement, the schedule titled "Equipment Schedule - Lease Agreement" or "Equipment Schedule - Hire Purchase Agreement" respectively, that is part of that Lease Agreement or a Hire Purchase Agreement (which refers to this Agreement) setting out the goods, number of Rent Instalments, Residual Value (in the case of a Lease Agreement), details of payment of fees, GST, stamp duty and other matters; or • for a Loan Agreement, the schedule titled "Loan Schedule and Goods Mortgage" which forms part of that Loan Agreement (which refers to this Agreement) setting out the Goods, the Loan Amount, Interest Charges, fees and other matters.

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

Secured Money	means all money that you owe us or any other person for whom we hold the Goods Mortgage, or will or may owe us in the future in connection with Loan Documents.
Security	in respect of a Loan Agreement, means the Goods Mortgage, any other security described as such in the Details and any collateral security described as such in the Schedule.
Security Interest	means a document or act creating a security for the payment of money or performance of an obligation. This includes a 'security interest' as defined in the PPSA, and any general security, specific security, mortgage, charge, lien, pledge, guarantee, title retention, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements.
Small Business	you are a Small Business when the total of our business finance credit exposures to you and your related entities (that are businesses) is less than \$5,000,000. This includes the total of all your existing debt to us, any undrawn amounts in relation to that debt, and any other credit or financial accommodation provided or being applied for. Your 'related entities' are those which fall within the definition of 'related entity' under section 9 of the Corporations Act and could include, for example, those entities which we reasonably determine are under common ownership control or management control with you or by you. We may make any such determinations under our aggregate risk exposure policies.
Small Business Contract	<p>has the meaning of that term when used in the <i>Australian Securities and Investments Act 2001</i> (Cth) (ASIC Act) from time to time or if applicable the Australian Consumer Law. With effect from 9 November 2023, small business contracts under the ASIC Act include contracts which are entered into or renewed after that date where the upfront price payable (which includes the total amount of principal that is owed under a contract for the provision of credit) does not exceed \$5,000,000 and either (or both) of the following apply:</p> <ul style="list-style-type: none"> the business makes the contract in the course of carrying on a business and the business employs fewer than 100 persons; or the turnover of the business for the last income year (within the meaning of the Income Tax Assessment Act 1997) was less than \$10,000,000. The calculation of the turnover will be worked out using the rules in the ASIC Act. <p>This Agreement or an Asset Finance Agreement may be a Small Business Contract where it meets these requirements.</p> <p>For the removal of doubt, this Agreement or an Asset Finance Agreement may be a Small Business Contract even if you are not a 'small business' within the meaning of that term in Banking Code of Practice.</p>
Substitution	<p>means the substitution of Goods the subject of the Asset Finance Agreement that have been the subject of a Casualty Event with replacement Goods provided by an insurer or other agreed person in consequence of the Casualty Event and in circumstances where:</p> <ul style="list-style-type: none"> in the case of Lease Agreement or a Hire Purchase Agreement, the replacement Goods become our property and are agreed to be treated as Goods the subject of the Lease Agreement or Hire Purchase Agreement; and in the case of a Loan agreement, the replacement Goods become

NATIONAL AUSTRALIA BANK MASTER ASSET FINANCE AGREEMENT (Cont.)

	the subject of a Goods Mortgage in our favour to secure your continuing obligations under the Loan Agreement.
Taxes	means taxes, levies, stamp and other duties, governmental fees and charges including any interest, penalties, fines or expenses in connection with them.
Term	means for a Lease Agreement or Hire Purchase Agreement, the period described as the term in its Schedule and for a Loan Agreement, the period from the date we lend you the Loan Amount to the final payment date described in the Schedule.
Termination Value	<p>in respect of any Goods on a day the termination value is calculated, means:</p> <ul style="list-style-type: none"> • for a Lease Agreement or a Hire Purchase Agreement, the sum of: <ul style="list-style-type: none"> ◦ the present value on that day of the Residual Value for the Goods (only in the case of a Lease Agreement); and ◦ the present value on that day of the Rent Instalments which are still to fall due and which are attributable to the Goods. • The present value on a day is calculated by discounting that amount at an appropriate discount rate; and • for a Loan Agreement, the portion of Loan Balance attributable to the Goods.
this Agreement, Agreement	means this document.
Unrecovered Commissions	means, in respect of a Loan Agreement, the portion of commissions in connection with the Loan Agreement which we have paid to a person who introduced you to us, or us to you, which we have not fully recovered as a result of the occurrence of any of the Loan Balance being prepaid, or a Loan Document being terminated in whole or in part before the end of the Term.
Unrecovered Establishment Costs	means, in respect of a Loan Agreement, the portion of our establishment costs in connection with the Loan Agreement which we have incurred, but which we have not been paid or fully recovered as a result of the early repayment of the Loan Balance before the end of the Term.
Use of the Collateral	includes possession, operation, maintenance, repair, transportation, storage and installation of the Collateral.

11.10 First Quarter Budget Review 2024/25 – Period Ended 30 September 2024

FILE NO:	2
ATTACHMENTS:	1.Quarterly Budget Review 30 September 2024
RESPONSIBLE OFFICER:	Executive Manager Finance
AUTHOR:	Chief Financial Officer Senior Corporate Accountant
MAITLAND +10	Outcome 15 To have an effective and efficient Council
COUNCIL OBJECTIVE:	15.1.2 Ensure Council is financially sustainable and meets required levels of performance

EXECUTIVE SUMMARY

The attached Quarterly Budget Review Statement (QBRs) presents a summary of Council's financial position at the end of each quarter. It is a mechanism whereby Councillors and the community are informed of Council's progress against the Operational Plan (original budget) and the last revised budget, along with recommended changes and reasons for major variances.

The first quarter review for 2024/25 reports an expected improvement of \$1.2M in the operating result and a projected increase in capital expenditure of \$2.2M.

The \$1.2M improvement in the operating result (before capital) primarily reflects projected additional income from investments of \$1.1M.

The \$2.2M increase in capital expenditure reflects a series of adjustments to facilitate the planned delivery of works for 2024/25. \$2M of this increase is grant funded. A more detailed review of capital expenditure for the remainder of 2024/25 will be undertaken in QBR2.

OFFICER'S RECOMMENDATION**THAT**

- 1. The variations for the 30 September 2024 quarter be approved and form part of the Operational Plan for 2024/25.**

REPORT

Clause 203 of the Local Government (General) Regulation 2005 requires Council's responsible accounting officer to prepare and submit the QBRs to Council within two months of the end of each quarter (except the June quarter).

The QBRs is composed of the following components:

FIRST QUARTER BUDGET REVIEW 2024/25 - PERIOD ENDED 30 SEPTEMBER 2024 (Cont.)

- Statement by Responsible Accounting Officer set out below;
- Budget Review - Income and Expenses Statement;
- Budget Review - Capital Statement;
- Budget Review - Cash and Investments;
- Budget Review - Key Performance Indicators;
- Budget Review - Contracts and Other Expenses.

The variations are outlined in the attached report and show a net favourable adjustment to operating activity (before capital) of \$1.2M with detailed explanations provided for the movements in the Income and Expenses Statement. Whilst there is a favourable variance from investment returns, it should be noted that approx. \$542k of the variance is restricted in its use as these funds are credited to S711 developer contribution plans.

The Capital Statement provides a summary of the variations of capital expenditure of (\$2.2M) for approval with a detailed explanation for those changes including the funding source in the “Capital Expenditure – Recommended Changes to the Budget” section on page 5 of the report.

Statement by the Responsible Accounting Officer:

In my opinion the Quarterly Budget Review Statement for Maitland City Council for the quarter ended 30 September 2024 indicates that Council’s projected financial position at 30 June 2025 is satisfactory at year end, having regard to the projected estimates of income and expenditure and the original budgeted income and expenditure.

Michael Burfitt
Responsible Accounting Officer
Maitland City Council
15 November 2024

CONCLUSION

The Income and Expenditure Statement incorporates those income and expenditure items that the officers are aware of for the period 1 July 2024 to 30 September 2024. Items of a capital as well as non-capital nature have been identified and are presented for consideration.

FINANCIAL IMPLICATIONS

The recommended adjustments, if adopted by Council, will form part of the Operational Plan 2024/25.

POLICY IMPLICATIONS

This matter has no specific policy implications for Council.

STATUTORY IMPLICATIONS

The Quarterly Budget Review Statement is required under Clause 203 of the Local Government (General) Regulation 2005.

Policy and Finance Committee

FIRST QUARTER BUDGET REVIEW 2024/25 – PERIOD ENDED 30 SEPTEMBER 2024

Quarterly Budget Review 30 September 2024

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 12



SEPTEMBER 2024

Quarterly Budget Review Statement

maitland
CITY COUNCIL

FIRST QUARTER BUDGET REVIEW 2024/25 - PERIOD ENDED 30 SEPTEMBER 2024 (Cont.)

Income and Operating Expenses Budget Review Statement

For the period 1 July 2024 to 30 September 2024

	2023-24 Actual	ORIGINAL BUDGET 2024/25	REVISED BUDGET	RECOMMENDED CHANGES FOR COUNCIL RESOLUTION	PROJECTED YEAR END RESULT 2024/25	ACTUAL YTD
	\$000	\$000	\$000	\$000	\$000	\$000
Income from continuing operations						
Rates and annual charges	107,192	113,721	113,721	205	113,926	114,403
User charges and fees	11,986	10,086	10,086	-	10,086	2,745
Interest and investment revenue	11,587	8,844	8,844	1,152	9,996	3,298
Other revenues	6,617	3,932	3,932	23	3,955	674
Grants and contributions - operating purposes	18,022	12,536	12,536	296	12,832	9,072
Grants and contributions - capital purposes	77,506	42,191	56,208	5,380	61,587	5,351
Total income from continuing operations	232,910	191,310	205,327	7,056	212,383	135,543
Expenses from continuing operations						
Employee benefits and oncosts	61,626	62,320	62,320	205	62,525	14,689
Borrowing costs	2,521	2,527	2,527	-	2,527	632
Materials and Services	73,035	49,678	52,843	273	53,116	13,639
Depreciation and amortisation	31,097	31,952	31,952	-	31,952	7,988
Other expenses	10,385	9,447	9,447	-	9,447	1,829
Loss from the disposal of assets	786	-	-	-	-	-
Total expenses from continuing operations	179,449	155,924	159,089	478	159,567	38,777
Net operating result from continuing operations	53,461	35,386	46,238	6,578	52,816	96,767
Net operating result for the year before grants and contributions provided for capital purposes	(24,046)	(6,805)	(9,970)	1,199	(8,771)	91,416
Less: Rates yet to be allocated						(85,802)
Net operating result for the year before grants and contributions provided for capital purposes - adjusted for rates unallocated						5,613

Recommended Changes to Revised Budget

Income and Operating Expenses September 2024 Review

Proposed Income

Favourable / (Unfavourable)

\$ 000	DETAILS
205	Rates and annual charges Increases in: - \$145 Domestic waste annual charges - \$60 Waste management services (not domestic)
-	User charges and fees
1,152	Interest and investment revenue Additional investment earnings from investment and cash holdings
23	Other revenues Additional income on review of Events program (offset expenditure)
296	Grants and contributions - Operating purposes New grants with matching expenditure: - \$91 Floodplain management program - \$60 NSW Waste and Sustainable Materials (WASM) litter prevention program - \$50 Psychosocial grant - \$40 Regional roads additional funding - \$34 Traffic management grants - \$18 Library subsidy / Priority grant additional funding - \$3 additional small grants - Grandparents Day / Be Connected funding
5,380	Grants and contributions - Capital purposes Increases in: - \$3,383 Additional developer contributions - \$1,054 Australian Government blackspot program - \$493 Get NSW active grant (shared path) - \$395 Walka Water Works timber bridge - Crown reserve improvement fund - \$55 NSW football legacy fund - Lochinvar Rovers field irrigation
7,056	Total Income Variations

FIRST QUARTER BUDGET REVIEW 2024/25 - PERIOD ENDED 30 SEPTEMBER 2024 (Cont.)

Recommended Changes to Revised Budget Cont.**Income and Operating Expenses September 2024 Review****Proposed Expenditure****Favourable / (Unfavourable)**

\$ 000	DETAILS
(205)	Employee benefits and on-costs Increases in: - (\$205) costs associated with Environmental & Sustainability department structure review
(273)	Materials and services Increases in: - (\$91) Floodplain management program (grant funded) - (\$60) NSW Waste and Sustainable Materials (WASM) litter prevention program (grant funded) - (\$50) Psychosocial grant spend (grant funded) - (\$40) Regional roads program (additional grant funding) - (\$23) additional major events spend (offset income) - (\$21) Traffic management grant spend (grant funded) - (\$3) additional spend - Grandparents Day / Be Connected funding (grant funded) Decrease in: - \$15 reallocation Energy & Water Efficiency funding to destination charger project
(478)	Total expenditure variations

FIRST QUARTER BUDGET REVIEW 2024/25 - PERIOD ENDED 30 SEPTEMBER 2024 (Cont.)

Capital Budget Statement

For the period 1 July to 30 September 2024

	ORIGINAL BUDGET 2024/25	REVISED BUDGET	RECOMMENDED CHANGES FOR COUNCIL RESOLUTION	PROJECTED YEAR END RESULT 2024/25	ACTUAL YTD
	\$000	\$000	\$000	\$000	\$000
Capital funding					
Rates and other untied funding	12,684	12,684	201	12,885	
Financial assistance grant - Roads component	1,900	1,900	-	1,900	
Grants and contributions	27,680	27,680	1,996	29,676	
Transfers from - Internal reserves	14,634	14,634	350	14,984	
Transfers from - External Reserves	9,933	9,933	(290)	9,642	
Carry overs	-	30,982	-	30,982	
Other capital funding sources	-	-	-	-	
- Borrowings	6,000	6,000	-	6,000	
- Equipment Loans	300	300	-	300	
Total capital funding	73,130	104,112	2,257	106,369	
Capital expenditure					
Assets					
- Plant and equipment	1,225	3,654	46	3,701	2,044
- Land and buildings	8,144	19,813	609	20,422	151
- Roads, bridges and footpaths	36,231	48,014	2,138	50,152	7,335
- Drainage	1,916	2,005	-	2,005	27
- Recreational & other infrastructure assets	13,610	18,621	(536)	18,085	432
- Other	3,155	3,155	-	3,155	125
Loan repayments (principal)	8,076	8,076	-	8,076	1,659
Hire purchase repayments (principal)	774	774	-	774	161
Total capital expenditure	73,130	104,112	2,257	106,369	11,935

FIRST QUARTER BUDGET REVIEW 2024/25 - PERIOD ENDED 30 SEPTEMBER 2024 (Cont.)

Capital Expenditure – Recommended Changes to Budget

Description	SOURCE OF FUNDS					
	Budget Variation +INCREASE/ (DECREASE)	Developer Contribution	Externally restricted	Internally restricted	Grants and Contributions	Council
Increase in capital works budget	\$000	\$000	\$000	\$000	\$000	\$000
Purchase 63 Park Street South Maitland	600	122		478		
Australian Government blackspot program	1,054				1,054	
Get NSW active (shared path)	648				492	155
Walk Water Works timber bridge	395				395	
Lochinvar Rovers field irrigation	55				55	
Vehicle reclassification	46			46		
Destination charger	41			26		15
Federation Centre - scoreboard contribution	30					30
Total Increase in capital works budget	2,869	122	-	550	1,996	200
Decrease in capital works budget						
Morpeth Mueseum - Courtyard, amenities & stables construction moved to 25/26	(200)			(200)		
Northern Chisholm Catchment Sportsground	(141)	(141)				
Town Centre Hub - Lochinvar	(250)	(250)				
Tenambit Hall Fire Safety Works - return to plan	(21)	(21)				
Total Decrease in capital works budget	(612)	(412)	-	(200)	-	-
TOTAL VARIATIONS	2,257	(290)	-	350	1,996	200
	Budget	95,262				
	Current Forecast	97,520				

FIRST QUARTER BUDGET REVIEW 2024/25 - PERIOD ENDED 30 SEPTEMBER 2024 (Cont.)

Cash and Investments

For the period 1 July to 30 September 2024

	ACTUAL Balance 30 June 2024	ORIGINAL BUDGET 30 June 2025	REVISED BUDGET 30 June 2025	RECOMMENDED CHANGES FOR COUNCIL RESOLUTION	PROJECTED YEAR END RESULT 30 June 2025
	\$000	\$000	\$000	\$000	\$000
Total cash and investments	236,460	204,597	204,597	4,322	208,919
represented by:					
Externally restricted					
Developer contributions	127,198	126,084	126,084	4,215	130,300
Special purpose grants	18,157	8,719	8,719	-	8,719
Domestic Waste Management	10,225	11,675	11,675	-	11,675
Total externally restricted	155,580	146,478	146,478	4,215	150,694
Internally restricted					
Employee leave entitlements	3,740	3,740	3,740	-	3,740
Economic development	694	694	694	(478)	216
Plant	353	353	353	(46)	307
Waste disposal site construction	2,101	2,071	2,071	(1,000)	1,071
Technology	2,258	1,340	1,340	-	1,340
Carry over works	10,931	-	-	-	-
Environmental works	829	829	829	(26)	803
Workers compensation	1,038	1,038	1,038	-	1,038
Asset management	2,195	2,195	2,195	-	2,195
General purpose	6,292	2,984	2,984	-	2,984
Waste disposal site rehabilitation	13,416	14,422	14,422	-	14,422
Transfer station construction	10,582	8,802	8,802	1,000	9,802
Capital Works Reserve	5,545	1,156	1,156	-	1,156
Financial Assistance Grant advance payment	7,408	7,408	7,408	-	7,408
Election cost	662	205	205	-	205
Pandemic / Emergency Response	899	899	899	-	899
Unexpended Borrowings	4,424	612	612	200	812
Total internally restricted	73,367	48,748	48,748	(351)	48,398
Total restricted cash and investments	228,947	195,227	195,227	3,865	199,091

Notes:

The restricted funds have been invested in accordance with Council's investment policies.

The reconciliation of cash with the bank statement has been performed for the period to the 30 Sep 2024.

External restrictions are funds that must be spent for a specific purpose and cannot be used for general operations. Internal restrictions are funds that council has determined will be used for a specific future purpose.

Cash Flow Statement

For the period 1 July to 30 September 2024

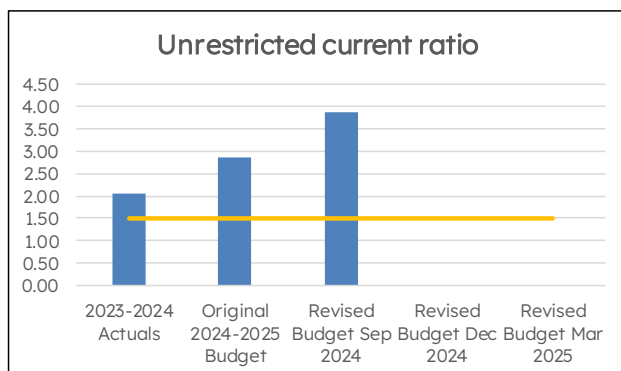
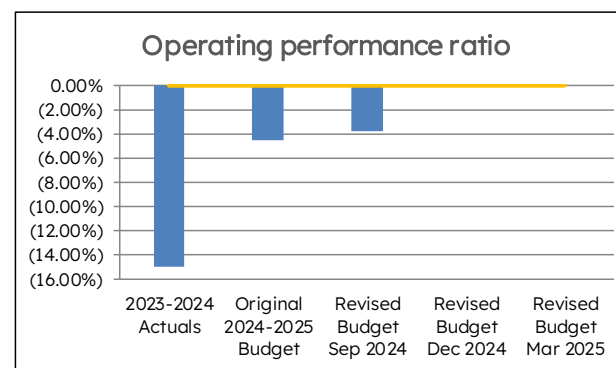
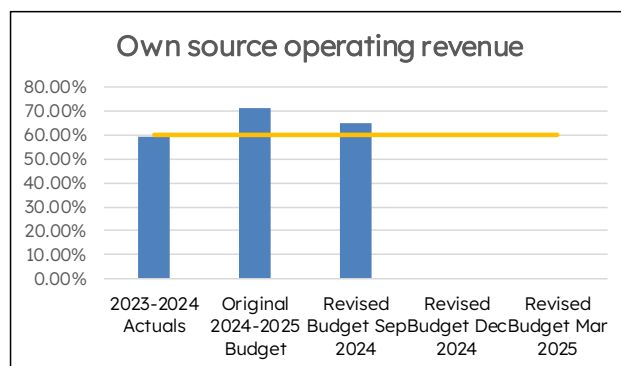
	Actual 1 Jul 2024 to 30 Sep 2024	Actual 2023/24
	\$'000	\$'000
Cash flows from operating activities		
Total Own Source Revenue (Rates & Annual Charges / User Charges & Fees / Interest)	38,900	138,794
Grants and Contributions	14,660	57,845
Employee Benefits	(14,689)	(61,951)
Materials and Services	(20,240)	(57,467)
Other Expenses from Continuing Operations	(2,461)	(10,386)
Other	-	-
CASHFLOW FROM OPERATIONS	16,171	66,835
Cash flows from investing activities		
Net movement in investments	(12,030)	(7,513)
Net movement in Infrastructure, property, plant and equipment (IPPE)	(10,114)	(56,509)
Investments accounted for using equity method	-	-
CASHFLOW FROM INVESTING	(22,144)	(64,022)
Cash flows from financing activities		
Net movement in borrowings	(1,030)	(1,909)
Provisions	-	-
CASHFLOW FROM FINANCING	(1,030)	(1,909)
Net change in cash and cash equivalents	(7,003)	904
Cash and cash equivalents at beginning of year	26,093	25,189
Cash and cash equivalents at end of reporting period	19,090	26,093

FIRST QUARTER BUDGET REVIEW 2024/25 - PERIOD ENDED 30 SEPTEMBER 2024 (Cont.)

Statement of Financial Position**As at 30 September 2024**

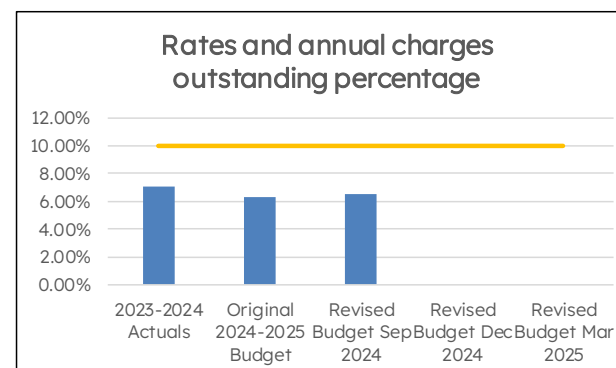
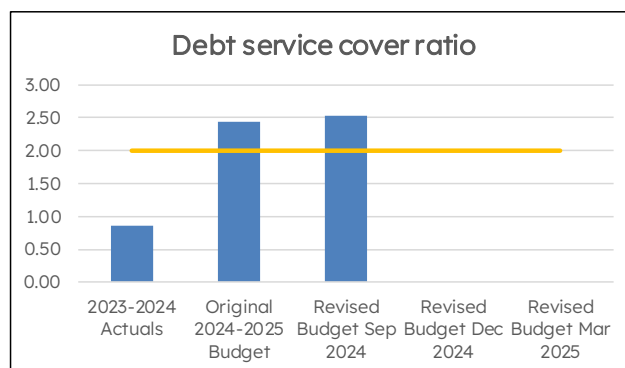
	Actual as at 30 Sep 2024 \$'000	Actual as at 30 Jun 2024 \$'000
ASSETS		
Current Assets		
Cash and cash equivalents	19,090	26,093
Investments	140,472	134,343
Receivables	7,481	11,157
Contract assets	-	2,133
Inventories	741	648
Total current assets	167,783	174,374
Non-current assets		
Investments	81,925	76,025
Infrastructure, property, plant and equipment (IPPE)	2,042,138	2,040,012
Intangible assets	62	61
Right of use assets	997	996
Total non-current assets	2,125,122	2,117,094
Total assets	2,292,906	2,291,468
LIABILITIES		
Current liabilities		
Payables	7,360	17,750
Contract liabilities	15,917	14,022
Lease liabilities	439	440
Borrowings	8,120	8,098
Employee benefit provisions	14,484	14,484
Provisions	2,147	2,147
Total current liabilities	48,468	56,941
Non-current liabilities		
Lease liabilities	585	585
Borrowings	71,182	72,234
Employee benefit provisions	322	322
Provisions	34,750	34,750
Total non-current liabilities	106,839	107,891
Total liabilities	155,307	164,832
Net assets	2,137,599	2,126,636
EQUITY		
Accumulated surplus	1,184,721	1,173,758
Revaluations reserve	952,878	952,878
Other reserves		
Total Equity	2,137,599	2,126,636

FIRST QUARTER BUDGET REVIEW 2024/25 - PERIOD ENDED 30 SEPTEMBER 2024 (Cont.)

Key Performance Indicators**Budget Review for the Quarter ended 30 September 2024****OLG Benchmark**

Operating performance ratio	> 0%
Own source operating revenue	> 60%
Unrestricted Current Ratio	> 1.5
Debt Service Cover Ratio	> 2.0
Rates & Annual Charges Outstanding	< 10%

FIRST QUARTER BUDGET REVIEW 2024/25 - PERIOD ENDED 30 SEPTEMBER 2024 (Cont.)

Key Performance Indicators Cont.**Budget Review for the Quarter ended 30 September 2024**

All key performance indicators show that Council is in a sound financial position.

FIRST QUARTER BUDGET REVIEW 2024/25 - PERIOD ENDED 30 SEPTEMBER 2024 (Cont.)

Contracts Listing**For the period 1 July to 30 September 2024**

Contracts entered during the three months to 30 September 2024 that exceed \$50,000 are detailed below:

NAME	DESCRIPTION	VALUE (INC GST) \$'000	COMMENCE	DURATION	BUDGETED (Y/N)
NSW Building and Civil Pty Ltd	2024 Footpath Construction - Maize, Hodge and Narang Street East Maitland	\$231	Aug-24	3 Months	Y
Stantec Pty Ltd	Geotechnical Investigation 24-25	\$91	Sep-24	3 Months	Y
Jeffkins Group	Federation Centre Fire Compliance Works	\$82	Jul-24	3 months	Y
Ramboll Australia Pty Ltd	Walka Water Works Principal Planning Consultant	\$1,068	Aug-24	2 years	Y
Newcastle Power Lines	Fieldsend Street - Street Lighting	\$161	Sep-24	6 months	Y
Havencord Pty Ltd	Solar Lighting - Maitland Park and Norm Chapman Oval pathways	\$218	Aug-24	12 months	Y
Forpark Australia	Chelmsford Play space Construction	\$110	Jun-24	12 months	Y
Rees Electrical	Fieldsend Oval Floodlight Upgrade	\$108	Oct-24	12 months	Y

FIRST QUARTER BUDGET REVIEW 2024/25 - PERIOD ENDED 30 SEPTEMBER 2024 (Cont.)

Consultancy and Legal Expenses**For the period 1 July to 30 September 2024**

A consultant is a person or organisation engaged under contract on a temporary basis to provide recommendations or high-level specialist or professional advice to assist decision making by management. Generally, it is the advisory nature of the work that differentiates from other contractors.

EXPENSE	AMOUNT YTD \$000	BUDGETED (Y/N)
Consultancies	\$218	Y
Legal Fees	\$64	Y

11.11 Statement of Investments as at 31 October 2024

FILE NO:	82/2
ATTACHMENTS:	1.Council's Holdings as at 31 October 2024
RESPONSIBLE OFFICER:	Executive Manager Finance Manager Finance & Procurement
AUTHOR:	Financial Accountant
MAITLAND +10	Outcome 15 To have an effective and efficient Council
COUNCIL OBJECTIVE:	15.1.2 Ensure Council is financially sustainable and meets required levels of performance

EXECUTIVE SUMMARY

Clause 212 of the Local Government (General) Regulation 2021 requires Council to report on its investments.

As at the end of October 2024, Council had investments totalling \$217,803,269 under management.

Council's investment portfolio recorded a marked-to-market return of 5.48% per annum versus the bank bill index benchmark return of 4.50% per annum. The actual investment return for the month of October was \$1,027,536, a favourable variance of \$357,310 when compared to the monthly budget forecasts of \$670,226.

Council remains fully compliant with all Investment Policy requirements.

OFFICER'S RECOMMENDATION**THAT**

- 1. The report indicating Council's Funds Management position be received and noted.**
- 2. The certificate of the Responsible Accounting Officer be noted and the report adopted.**

REPORT

For the month of October 2024, Council has total cash on call and investments of \$217,803,269 comprising:

- On call accounts \$8,078,269
- Investments \$209,725,000

STATEMENT OF INVESTMENTS AS AT 31 OCTOBER 2024 (Cont.)

This compared to the month of September 2024 where Council had \$226,795,146 under management. The reduction in Council's investment holdings is due to the expected increase in expenditure during the month.

Whilst Council has in excess of \$200 million under management, 53% of the portfolio is externally restricted funds, pertaining to developer contributions and domestic waste management reserves.

In October, Council's investment portfolio recorded a marked-to-market return of 5.48% per annum versus the bank bill index benchmark return of 4.50% per annum. Valuations on Council's fixed rate bonds retreated slightly due to rising long term bond yields, but the impact was offset by gains and high running yields on the floating rate note holdings. Over the past 12 months, the investment portfolio has returned a marked-to-market return of 5.43%, versus the bank bill index benchmark's 4.45%.

Without marked-to-market influences, Council's investment portfolio yielded 5.21% per annum for the month. This is based on the actual interest income being earned on existing investments and excludes the underlying changes to the market value of the bonds in the portfolio.

During October, Council had maturities of \$13 million across five term deposits with maturities between 7 and 11 months which were paying an average of 5.32% per annum. Council invested \$4 million between two new 11 and 12 month Suncorp deposits paying an average of 5.08% per annum.

Council has a well-diversified portfolio invested among a range of term deposits, fixed rate bonds and floating rate notes from highly rated Australian authorised deposit taking institutions.

Global issues – Commentary provided by Prudential Investment Service:

- In the United States, gross domestic product expanded at a 2.8% annual rate in the September quarter, coming close to the 3 percent growth rate in the June quarter and is the latest indication that the surprisingly resilient recovery from the pandemic recession remains on solid footing.
- United States consumers are fuelling much of the momentum with spending that has outlasted even the most optimistic forecasts. Despite inflation, Americans have continued to shell out for a range of goods and services, including cars, dining out and travel.
- In Europe, economic growth remains sluggish. Economic output in the 20 countries that use the euro grew only 0.4% in the September quarter versus the June quarter. Compared with a year earlier, the eurozone grew 0.9%. A key reason is that Russia's war in Ukraine is still taking a toll. Stubbornly high energy prices have continued to hammer industries, especially in Germany, whose vaunted manufacturing sector has borne the brunt of the pain.
- The European Central Bank cut its key policy rates by another 0.25% taking its deposit rate to 3.25% and its main refinancing rate to 3.4% noting that "the disinflationary process is well on track".
- Most global share markets slipped backward over the month on concerns about valuations being too frothy amidst rising bond yields. Long term bond yields rose as investors reduced expectations for how much central banks will cut rates.

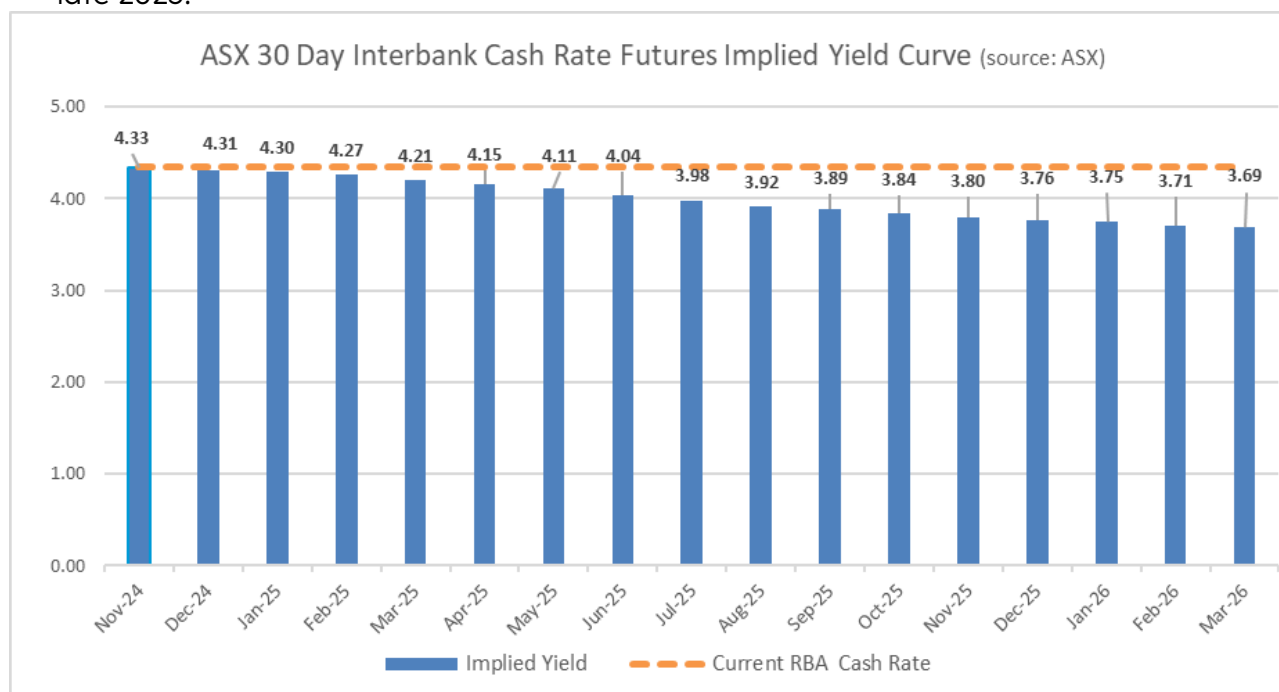
STATEMENT OF INVESTMENTS AS AT 31 OCTOBER 2024 (Cont.)

Domestic issues – commentary provided by Prudential Investment Service:

- Annual headline inflation fell to 2.8% in the three months to September from 3.8% in the June quarter, but economists say prices are still rising too quickly for interest rates to fall before next year.
- The quarterly inflation figure is a 3½ year low as households received their first instalment of a temporary \$300 federal government energy rebate, as well as state-level grants, including a one-off \$1000 power bill discount in Queensland and a \$300 subsidy in Western Australia. The policies caused electricity prices to drop 17.3 per cent in the September quarter.
- Trimmed mean inflation, the RBA's preferred measure of underlying inflation, fell to 3.5% in September, a 2½ year low, but well above the central bank's 2% - 3% inflation target band.

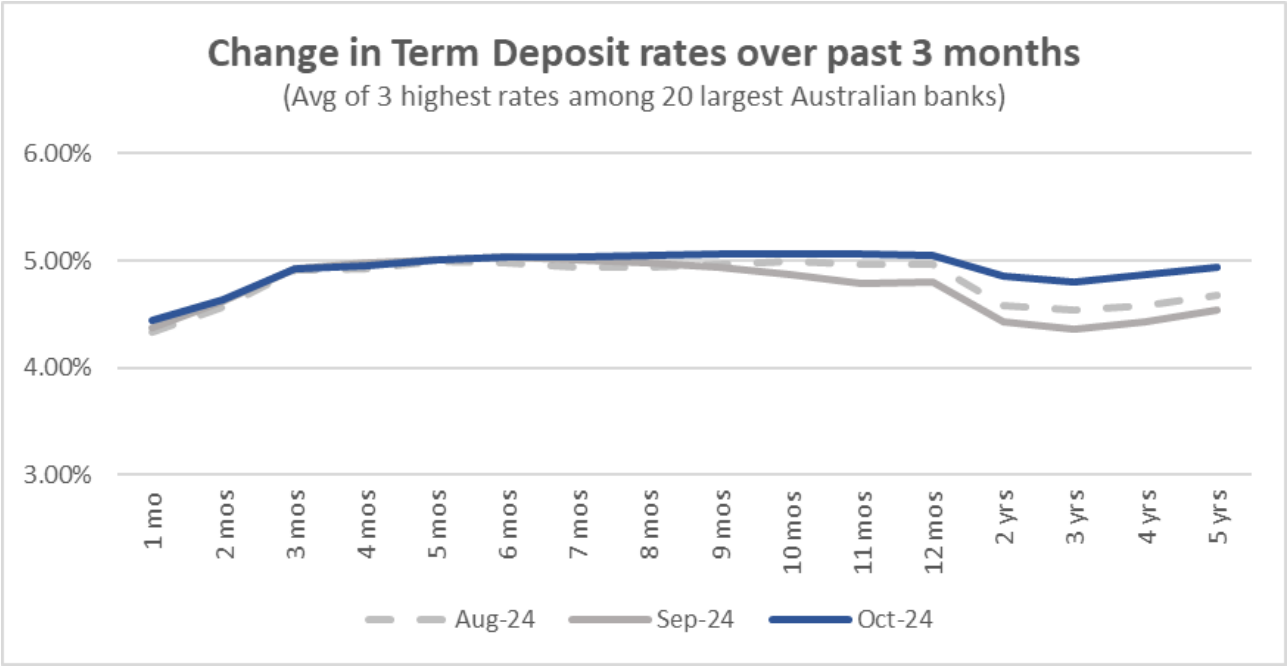
Interest rates – commentary provided by Prudential Investment Service:

- There was no RBA meeting in October. The central bank kept the official cash rate unchanged at 4.35% following its meeting in late-September.
- Despite the favourable September quarter inflation data, the RBA expects inflation to jump back to 3.7% late next year when the state and federal government energy rebates expire.
- The market has finally taken on board the RBA's hawkish comments that "it will be some time yet before inflation is sustainably in the target range" and has pushed out the first expected 25 basis points rate cut to May 2025 and now not another 25 basis points until late 2025:



- Short dated term deposit rates from 1 month to 8 months were little changed from last month, but average rates on deposits between 9 months and 5 years recovered their fall in September and jumped higher by an average of 35 basis points, reflective of the market's readjustment of the expected timing of RBA rate cuts:

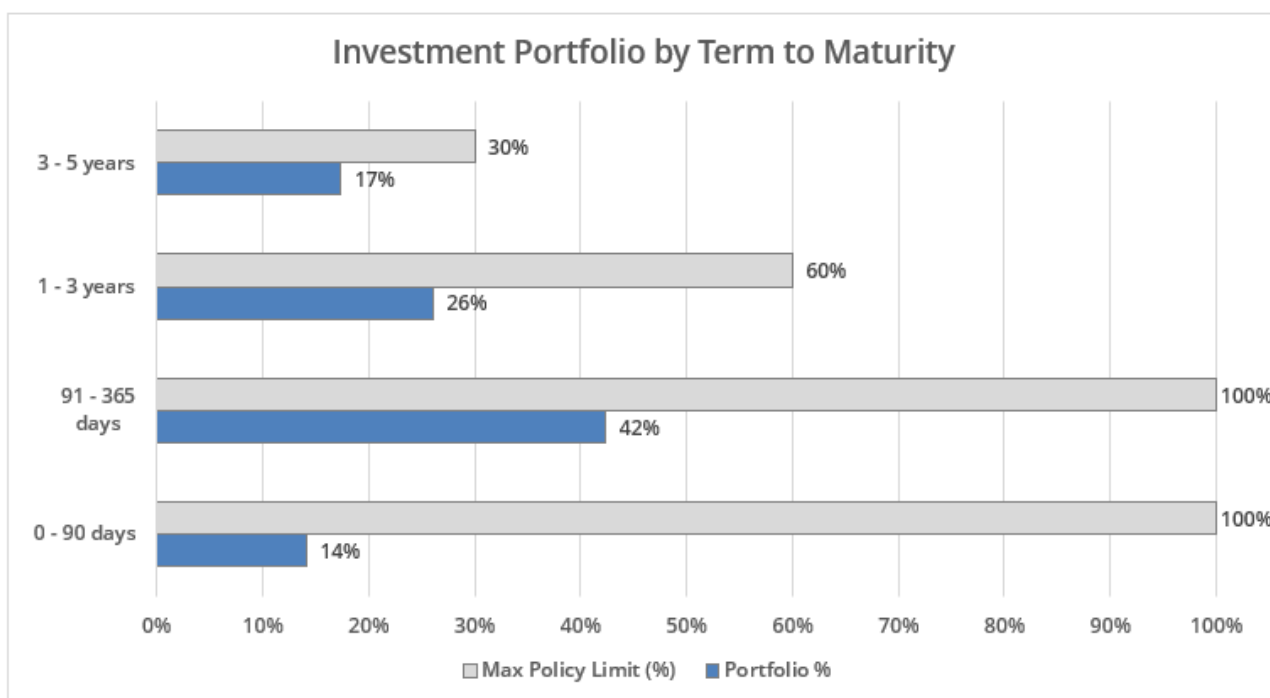
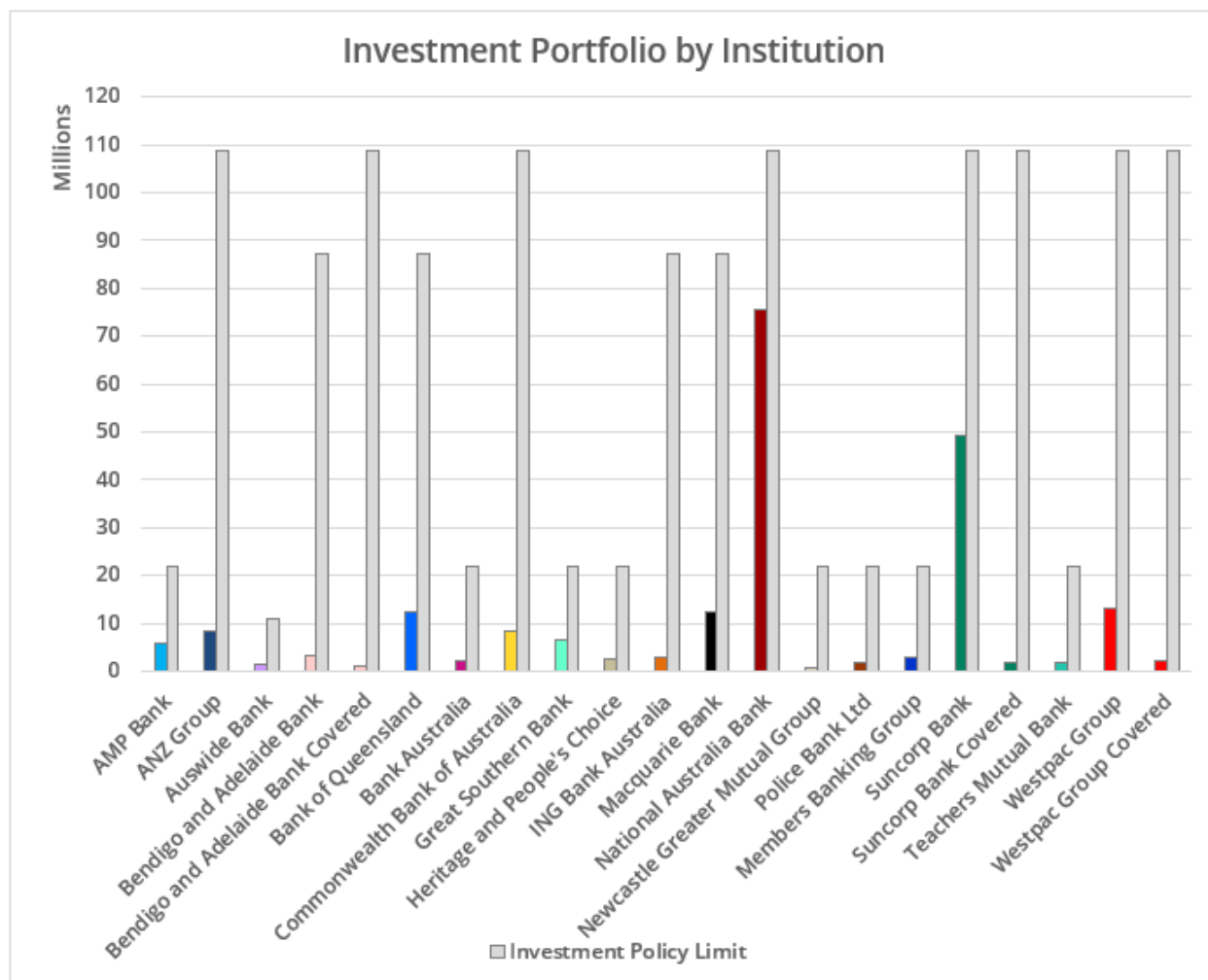
STATEMENT OF INVESTMENTS AS AT 31 OCTOBER 2024 (Cont.)



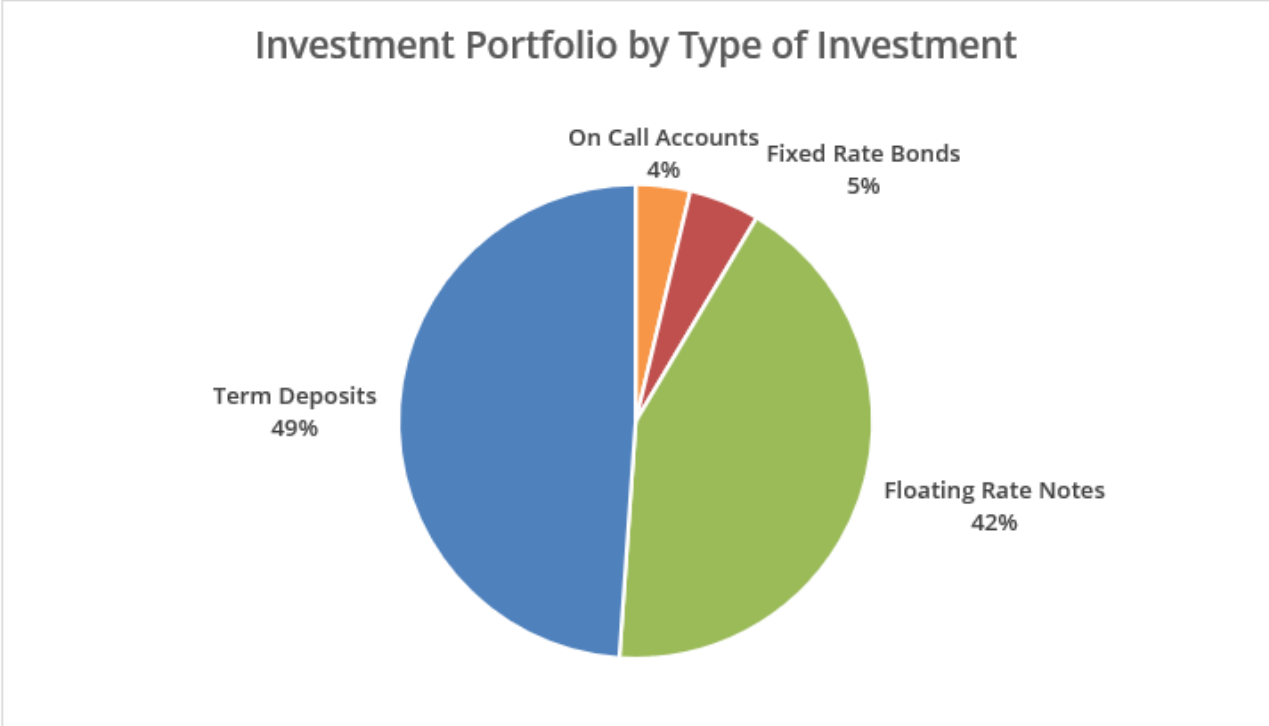
All market commentary is provided by Prudential Investment Services who advise on the management of Council’s investment portfolio.

STATEMENT OF INVESTMENTS AS AT 31 OCTOBER 2024 (Cont.)

PORTFOLIO ANALYSIS



STATEMENT OF INVESTMENTS AS AT 31 OCTOBER 2024 (Cont.)



STATEMENT OF COMPLIANCE

Portfolio Performance vs 90 day Bank Bill Index	✓	Council’s investment performance did exceed the benchmark for the month of October 2024
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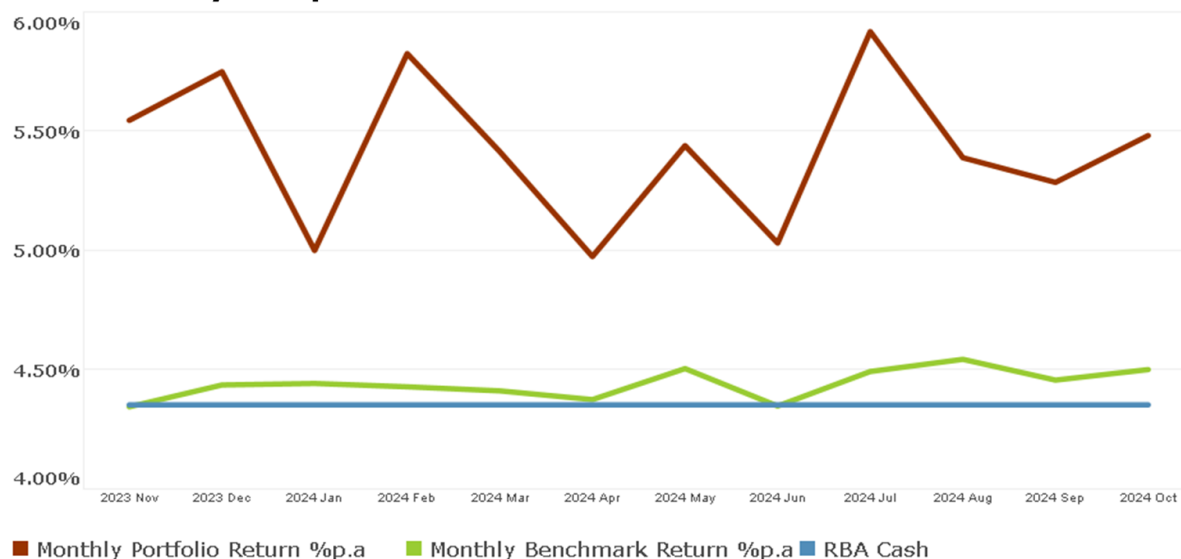
Investment Policy Requirement

Legislative requirements	✓	Fully compliant
Portfolio credit rating limit	✓	Fully compliant
Institutional exposure limits	✓	Fully compliant
Term to maturity limits	✓	Fully compliant

Investment Performance v Benchmark

Term	Investment Portfolio Return	Benchmark: Bloomberg AusBond 90 day Bank Bill Index	RBA cash rate
1 month	5.48%	4.50%	4.35%
3 months	5.38%	4.50%	4.35%
6 months	5.42%	4.47%	4.35%
FYTD	5.52%	4.50%	4.35%
12 months	5.43%	4.45%	4.35%

STATEMENT OF INVESTMENTS AS AT 31 OCTOBER 2024 (Cont.)

Monthly Comparison: Investment Performance vs Benchmark**CONCLUSION**

Certification of Responsible Accounting Officer

The Responsible Accounting Officer certifies that the investments listed in the attached report have been made in accordance with Section 625 of the Local Government Act 1993, clause 212 of the Local Government General Regulation 2005 and Council's Investment Policy.

FINANCIAL IMPLICATIONS

The actual investment return for the month of October was \$1,027,536. This amounts to a favourable variance of \$357,310 when compared to the monthly budget forecasts of \$670,226. It should be noted that \$192,928 of this variance has been reallocated back to the externally restricted funds.

The year-to-date budget forecast for investment returns is \$2,680,904. The actual investment returns for the year to are \$4,166,019, amounting to a favourable variance of \$1,485,115 which can be attributed to the current high interest rate environment.

POLICY IMPLICATIONS

Council's investments are made in accordance with Council's Investment Policy.

STATUTORY IMPLICATIONS

The above amounts have been invested and reported in accordance with:

- Section 625 of the Local Government Act, 1993
- Clause 212 of the Local Government (General) Regulation 2005

Policy and Finance Committee

STATEMENT OF INVESTMENTS AS AT 31 OCTOBER 2024

Council's Holdings as at 31 October 2024

Meeting Date: 26 November 2024

Attachment No: 1

Number of Pages: 2

STATEMENT OF INVESTMENTS AS AT 31 OCTOBER 2024 (Cont.)

COUNCIL'S HOLDING AS AT 31 OCTOBER 2024**Bonds**

	Face Value	Coupon	Borrower	Credit Rating	Maturity	Term of Investment	Current Value
11-Feb-25	1,800,000.00	3.9000	WBC Snr Bond (Aug25) 3.90%	AA-	11-Aug-25	284	1,805,222.07
18-Feb-25	2,000,000.00	4.2000	CBA Snr Bond (Aug25) 4.20%	AA-	18-Aug-25	291	2,009,835.57
11-Nov-24	2,300,000.00	4.9000	WBC Snr Bond (Nov25) 4.90%	AA-	11-Nov-25	376	2,359,026.85
17-Feb-25	1,500,000.00	4.7500	CBA Snr Bond (Aug26) 4.75%	AA-	17-Aug-26	655	1,516,773.47
14-Mar-25	1,400,000.00	4.9460	MAC Snr Bond (Sep26) 4.946%	A+	14-Sep-26	683	1,412,372.43
19-Mar-25	1,500,000.00	5.0000	WBC Snr Bond (Sep28) 5.00%	AA-	19-Sep-28	1,419	1,519,558.84
Totals	10,500,000.00	4.5942					10,622,789.22

Cash

	Face Value	Current Yield	Borrower	Credit Rating			Current Value
31-Oct-24	2,078,269.35	4.6204	Macquarie Bank	A+			2,078,269.35
31-Oct-24	6,000,000.00	4.4000	National Australia Bank	AA-			6,000,000.00
Totals	8,078,269.35	4.4567					8,078,269.35

Floating Rate Note

Reset/ Coupon	Face Value	Current Coupon	Borrower	Credit Rating	Maturity	Term of Investment	Current Value
12-Nov-24	5,000,000.00	5.2129	MAC Snr FRN (Feb25) BBSW+0.84%	A+	12-Feb-25	104	5,065,261.97
17-Dec-24	2,000,000.00	5.3977	BEN Snr FRN (Mar25) BBSW+0.98%	A-	17-Mar-25	137	2,017,389.40
17-Dec-24	2,400,000.00	5.1077	WBC Snr FRN (Mar25) BBSW+0.69%	AA-	17-Mar-25	137	2,418,476.43
24-Jan-25	2,000,000.00	5.5137	SUN Cov FRN (Apr25) BBSW+1.12%	AAA	24-Apr-25	175	2,009,436.96
20-Nov-24	2,300,000.00	5.0985	WBC Cov FRN (May25) BBSW+0.73%	AAA	20-May-25	201	2,328,299.20
29-Nov-24	2,500,000.00	5.2937	NAB Snr FRN (May25) BBSW+0.90%	AA-	30-May-25	211	2,530,667.68
9-Dec-24	4,000,000.00	4.8853	MAC Snr FRN (Dec25) BBSW+0.48%	A+	9-Dec-25	404	4,030,349.93
25-Nov-24	1,500,000.00	5.8511	RACQ Snr FRN (Feb26) BBSW+1.50%	BBB+	24-Feb-26	481	1,529,550.56
25-Nov-24	1,700,000.00	4.8011	SUN Snr FRN (Feb26) BBSW+0.45%	AA-	24-Feb-26	481	1,714,829.06
18-Nov-24	2,000,000.00	5.4142	SUN Snr FRN (May26) BBSW+1.05%	AA-	18-May-26	564	2,037,673.47
25-Nov-24	3,900,000.00	4.7611	NAB Snr FRN (Aug26) BBSW+0.41%	AA-	24-Aug-26	662	3,928,819.26
16-Dec-24	2,300,000.00	4.8961	SUN Snr FRN (Sep26) BBSW+0.48%	AA-	15-Sep-26	684	2,310,948.98
23-Jan-25	1,200,000.00	5.9976	GSB Snr FRN (Oct26) BBSW+1.60%	BBB+	23-Oct-26	722	1,218,064.63
23-Jan-25	3,250,000.00	5.9976	GSB Snr FRN (Oct26) BBSW+1.60%	BBB+	23-Oct-26	722	3,298,925.05
30-Jan-25	1,650,000.00	5.8905	BOZ Snr FRN (Oct26) BBSW+1.50%	BBB+	30-Oct-26	729	1,662,245.92
18-Nov-24	2,000,000.00	5.9142	POL Snr FRN (Nov26) BBSW+1.55%	BBB+	17-Nov-26	747	2,023,980.87
14-Jan-25	2,000,000.00	5.1150	CBA Snr FRN (Jan27) BBSW+0.70%	AA-	14-Jan-27	805	2,010,764.93
28-Jan-25	2,250,000.00	5.1636	SUN Snr FRN (Jan27) BBSW+0.78%	AA-	25-Jan-27	816	2,259,068.13
8-Nov-24	1,220,000.00	5.9861	HPC Snr FRN (Feb27) BBSW+1.60%	BBB+	8-Feb-27	830	1,253,660.08
8-Nov-24	1,400,000.00	5.9861	HPC Snr FRN (Feb27) BBSW+1.60%	BBB+	8-Feb-27	830	1,438,626.33
11-Nov-24	2,250,000.00	6.0291	GSB Snr FRN (Feb27) BBSW+1.65%	BBB+	9-Feb-27	831	2,317,234.93
25-Nov-24	2,400,000.00	5.0711	NAB Snr FRN (Feb27) BBSW+0.72%	AA-	25-Feb-27	847	2,430,212.63
5-Dec-24	1,500,000.00	5.9875	RACQ Snr FRN (Mar27) BBSW+1.60%	BBB+	5-Mar-27	855	1,536,915.51
14-Nov-24	1,300,000.00	5.3563	BEN Snr FRN (May27) BBSW+1.00%	A-	14-May-27	925	1,322,442.01
23-Dec-24	1,800,000.00	5.7283	TMB Snr FRN (Jun27) BBSW+1.30%	BBB+	21-Jun-27	963	1,826,209.17
20-Nov-24	2,800,000.00	5.2385	ING Snr FRN (Aug27) BBSW+0.87%	A	20-Aug-27	1,023	2,836,923.60
13-Dec-24	1,500,000.00	5.7545	AusW Snr FRN (Sep27) BBSW+1.33%	Baa2	13-Sep-27	1,047	1,511,587.83
25-Nov-24	2,500,000.00	5.5511	NAB Snr FRN (Nov27) BBSW+1.20%	AA-	25-Nov-27	1,120	2,563,319.23
16-Dec-24	1,100,000.00	5.6661	SUN Snr FRN (Dec27) BBSW+1.25%	AA-	14-Dec-27	1,139	1,124,156.92
13-Jan-25	3,000,000.00	5.5650	CBA Snr FRN (Jan28) BBSW+1.15%	AA-	13-Jan-28	1,169	3,049,423.15
21-Nov-24	500,000.00	6.0793	BOZ Snr FRN (Feb28) BBSW+1.70%	BBB+	21-Feb-28	1,208	513,955.02
12-Nov-24	2,500,000.00	5.3729	NAB Snr FRN (May28) BBSW+1.00%	AA-	12-May-28	1,289	2,552,858.55
16-Dec-24	1,200,000.00	5.5661	BEN Cov FRN (Jun28) BBSW+1.15%	AAA	16-Jun-28	1,324	1,223,405.77
11-Dec-24	1,400,000.00	5.3627	ANZ Snr FRN (Sep28) BBSW+0.93%	AA-	11-Sep-28	1,411	1,419,926.32
18-Nov-24	2,000,000.00	5.3972	NAB Snr FRN (Nov28) BBSW+1.03%	AA-	16-Nov-28	1,477	2,043,211.75
5-Nov-24	2,000,000.00	5.3142	ANZ Snr FRN (Feb29) BBSW+0.96%	AA-	5-Feb-29	1,558	2,040,153.45
14-Nov-24	600,000.00	6.2063	NPBS Snr FRN (Feb29) BBSW+1.85%	BBB+	14-Feb-29	1,567	624,073.69
19-Dec-24	1,500,000.00	5.3955	SUN Snr FRN (Mar29) BBSW+0.98%	AA-	13-Mar-29	1,594	1,517,604.51
23-Dec-24	2,800,000.00	5.3283	NAB Snr FRN (Mar29) BBSW+0.90%	AA-	22-Mar-29	1,603	2,830,016.71
30-Jan-25	2,500,000.00	5.6705	BoQ Snr FRN (Apr29) BBSW+1.28%	A-	30-Apr-29	1,642	2,524,201.78
30-Jan-25	4,000,000.00	5.6705	BoQ Snr FRN (Apr29) BBSW+1.28%	A-	30-Apr-29	1,642	4,038,722.85
18-Dec-24	5,000,000.00	5.2831	ANZ Snr FRN (Jun29) BBSW+0.86%	AA-	18-Jun-29	1,691	5,046,333.34
Totals	92,720,000.00	5.4163					93,979,927.56

STATEMENT OF INVESTMENTS AS AT 31 OCTOBER 2024 (Cont.)

Term Deposits

	Face Value	Current Yield	Borrower	Credit Rating	Maturity	Term of Investment	Current Value
	2,000,000.00	5.1200	National Australia Bank	AA-	5-Nov-24	5	2,069,575.89
	3,000,000.00	5.1500	Bank of Queensland	A-	12-Nov-24	12	3,099,049.32
	3,000,000.00	5.1200	Suncorp Bank	AA-	19-Nov-24	19	3,103,522.19
	2,000,000.00	5.5000	Suncorp Bank	AA-	27-Nov-24	27	2,102,164.38
	5,000.00	4.5000	National Australia Bank	AA-	28-Nov-24	28	5,208.97
	3,000,000.00	5.2000	Bank of Queensland	A-	3-Dec-24	33	3,064,536.99
	2,000,000.00	5.2000	Suncorp Bank	AA-	10-Dec-24	40	2,076,361.64
	3,000,000.00	5.1200	Suncorp Bank	AA-	17-Dec-24	47	3,103,522.19
	2,500,000.00	5.4600	Suncorp Bank	AA-	24-Dec-24	54	2,626,028.77
	2,000,000.00	5.0600	Suncorp Bank	AA-	7-Jan-25	68	2,059,056.44
	2,000,000.00	5.1000	National Australia Bank	AA-	7-Jan-25	68	2,084,953.42
	2,000,000.00	5.0500	National Australia Bank	AA-	21-Jan-25	82	2,062,813.70
	3,000,000.00	5.0800	National Australia Bank	AA-	28-Jan-25	89	3,103,548.49
	2,000,000.00	5.2000	Suncorp Bank	AA-	4-Feb-25	96	2,044,449.32
	2,000,000.00	5.2200	Suncorp Bank	AA-	18-Feb-25	110	2,044,048.22
	2,000,000.00	2.0400	Westpac Group	AA-	25-Feb-25	117	2,007,936.44
	3,000,000.00	5.1000	Westpac Group	AA-	4-Mar-25	124	3,027,665.75
	3,000,000.00	5.2300	Suncorp Bank	AA-	11-Mar-25	131	3,066,198.90
	2,000,000.00	5.2000	Suncorp Bank	AA-	25-Mar-25	145	2,045,873.97
	2,000,000.00	5.0600	Suncorp Bank	AA-	1-Apr-25	152	2,059,056.44
	3,000,000.00	5.1000	National Australia Bank	AA-	8-Apr-25	159	3,080,063.01
	2,000,000.00	5.2400	Suncorp Bank	AA-	15-Apr-25	166	2,048,810.96
	3,000,000.00	5.2200	Suncorp Bank	AA-	29-Apr-25	180	3,066,930.41
	2,000,000.00	5.3000	National Australia Bank	AA-	6-May-25	187	2,051,693.15
	2,000,000.00	5.2400	Suncorp Bank	AA-	13-May-25	194	2,048,810.96
	2,000,000.00	5.2300	National Australia Bank	AA-	20-May-25	201	2,046,138.63
	3,000,000.00	5.3000	National Australia Bank	AA-	3-Jun-25	215	3,067,520.55
	2,000,000.00	5.2500	National Australia Bank	AA-	4-Jun-25	216	2,043,150.68
	2,000,000.00	5.2000	AMP Bank	BBB+	10-Jun-25	222	2,021,939.73
	2,000,000.00	5.2000	AMP Bank	BBB+	10-Jun-25	222	2,023,934.25
	2,000,000.00	5.2000	AMP Bank	BBB+	17-Jun-25	229	2,021,939.73
	2,000,000.00	5.2400	Suncorp Bank	AA-	17-Jun-25	229	2,039,335.89
	4,000,000.00	5.4500	National Australia Bank	AA-	24-Jun-25	236	4,075,254.79
	3,000,000.00	5.4500	National Australia Bank	AA-	1-Jul-25	243	3,055,097.26
	2,000,000.00	5.0000	National Australia Bank	AA-	15-Jul-25	257	2,019,726.03
	3,000,000.00	5.3500	National Australia Bank	AA-	22-Jul-25	264	3,044,412.33
	2,500,000.00	5.3500	National Australia Bank	AA-	29-Jul-25	271	2,536,277.40
	2,000,000.00	5.0500	National Australia Bank	AA-	5-Aug-25	278	2,023,797.26
	2,500,000.00	5.0000	National Australia Bank	AA-	19-Aug-25	292	2,523,972.60
	3,000,000.00	5.0000	National Australia Bank	AA-	27-Aug-25	300	3,027,123.29
	4,000,000.00	5.0000	National Australia Bank	AA-	3-Sep-25	307	4,035,068.49
	4,000,000.00	4.9500	National Australia Bank	AA-	9-Sep-25	313	4,032,005.48
	2,000,000.00	5.0700	Suncorp Bank	AA-	23-Sep-25	327	2,000,555.62
	2,000,000.00	5.0900	Suncorp Bank	AA-	28-Oct-25	362	2,000,278.90
Totals	106,505,000.00	5.1221					108,789,408.83
Grand Totals	217,803,269.35						221,470,394.96

12 Notices of Motion/Rescission

13 Questions With Notice

13.1 Lochinvar Infrastructure

Submitted by Cr Don Ferris

FILE NO: 35/44
ATTACHMENTS: Nil
RESPONSIBLE OFFICER: General Manager

Cr Don Ferris has asked the following Question With Notice for the Council Meeting being held on 26 November 2024:

Lochinvar is experiencing a growth boom at the moment. Lochinvar township has next to no foot paths / shared pathways. There is very little publicly accessible green space in the west of Lochinvar. Porter Place on the New England Highway is in poor condition. The amenities block at Porter Place was demolished a number of months ago.

Are there plans for Porter Place?

When will the amenities block at Porter Place be reinstated?

What plans are in place for more publicly accessible green space in the west of Lochinvar?

Are there any plans to improve pedestrian / cycle access in the township of Lochinvar and to its 3 schools?

RESPONSE BY DIRECTOR

Replacement of the toilet block was scheduled in the 2024/2025 capital works program. However, a significant weather event damaged the existing toilet block beyond practicable repair. An insurance claim was made and approved (\$30,000) to support the demolition and replacement of the facility. The replacement is intended to be a modern modular amenities block (similar to other new modular toilet blocks in the LGA) with an accessible module included to be compliant with Australian standards. Latest estimated costs to complete the works ranges from \$170,000 to \$210,000. We expect the works to be tendered in December 2024 and forecast completion of works April 2025.

The *Lochinvar Section 94 Contributions Plan 2014* is the principle planning legislation that informs the provision of key facilities within the Lochinvar Urban Release Area relating to matters such as: road and traffic facilities; community facilities; recreation and open space facilities; cycleways; and stormwater management. The Lochinvar Section 94 Contributions Plan 2014 is informed by technical background studies that determine the demand for these services.

The Lochinvar Urban Release Area – Community Facilities and Open Space and Recreation Requirements October 2012, was prepared by Maitland City Council to support and inform the provision of recreation and open space in the urban release area. The levels of provision contained in the Community Facilities and Open Space and Recreation Requirements are based on a total lot yield of 5,200 which includes fringe areas located outside the boundaries of the Section 94 Plan catchment.

LOCHINVAR INFRASTRUCTURE (Cont.)

The provision of open space and recreation requirements outside of the urban release area and in the general Lochinvar West area will be informed through the development of the Community Infrastructure Strategy.

The construction of footpaths in Lochinvar are separated into two (2) funding and delivery methods:

1. Developer footpaths and cycle paths.
 - a. This typically covers the newer areas of Lochinvar. These are delivered by developers through subdivision development and are guided by the 2011 Maitland Development Control Plan. The planning and timing of these developer footpaths and cycle paths is subject to the handover of the new subdivision assets to Council and is typically in a staged manner over several years.
 - b. (https://www.maitland.nsw.gov.au/sites/default/files/documents/public-exhibition/part_f_urban_release_areas_updated_1.pdf refer to Page 179/180 for Lochinvar Footpaths).
2. Council footpaths and cycle paths
 - a. This typically covers the older areas of Lochinvar and these are usually the missing footpath links. They are delivered by Council through a combination of either Council rates revenue, grant funding or developer contributions.
 - b. All Council funded footpath works across the Maitland local government area are assessed against a number of factors including available funding, demand, cost & benefit, destination management and active transport. The following footpath segments have already been assessed and rated as high amongst the current list of projects for delivery. However they are not included in our current works program. Whilst it is difficult to confirm a timeframe for delivery of these works, the expectation is that funding availability would allow it to be constructed within 5 to 10 years.
 - i. Station Lane from Christopher Road to Springfield Drive
 - ii. New England Highway from Terriere Drive to Springfield Drive (noting sections of existing footpaths in between)

14 Urgent Business

15 Committee of The Whole

15.1 Consideration of Tenders – Road Reseal Program (Pavement Rejuvenation 2024-25)

FILE NO:	2024/137/2402
ATTACHMENTS:	Nil
RESPONSIBLE OFFICER:	Director City Services Manager Works
AUTHOR:	Operations Manager Civil Projects Civil Engineer (Projects) Civil Engineer (Projects)
MAITLAND +10	Outcome 2 To easily get to where we want to go
COUNCIL OBJECTIVE:	2.2 Make it safe and easy to get around the city, no matter how we choose to travel

THAT Council move into Confidential Session to discuss this item under the terms of the Local Government Act 1993 Section 10A(2), as follows: (d) (i) commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.

EXECUTIVE SUMMARY

Tenders were called to engage a suitably experienced and qualified contractor to complete Maitland City Council’s road pavement surface rejuvenation and enrichment program for 2024/25 financial to prolong the life of bitumen pavements across the Local Government Area. This financial year’s revised program includes a total of 105 streets and approximately 206,674m² of road pavement to be treated. These works are being undertaken with the aim to extend the life of Council’s road pavements, reduce their maintenance requirements and costs through their lifecycle.

At closing of the tender two (2) submissions were received. Each tender was assessed by a tender review panel. This report provides details of the tender assessment and a recommendation to award a contract. This report is being presented to the Committee of the Whole as it contains confidential information.

15.2 Consideration of Tenders for the Max McMahon Oval Amenities Redevelopment Head Construction Contract

FILE NO:	2024/1137/2371
ATTACHMENTS:	1.2023/137/2371 – Tender Assessment Matrix
RESPONSIBLE OFFICER:	Director City Services
AUTHOR:	Manager Building Projects and Services Senior Project Architect
MAITLAND +10	Outcome 4 To be healthy and active with access to local services and facilities
COUNCIL OBJECTIVE:	4.3 Provide facilities that enable us to participate in recreational and sports activities, no matter our background, ability or age

THAT Council move into Confidential Session to discuss this item under the terms of the Local Government Act 1993 Section 10A(2), as follows: (d) (i) commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.

EXECUTIVE SUMMARY

This report considers tenders for the construction of the Max McMahon Oval Amenities Redevelopment.

This Tender is comprised of a two-stage tender process. Expressions of Interest (EOIs) were requested in the first stage which informed the shortlist for the Selective Tender process in the second stage of the Tender. Thirteen EOIs were received in the first stage with five respondents shortlisted to submit construction tenders in the second stage. All Tender submissions have been assessed in accordance with a Tender Evaluation Plan by a Tender Review Panel.

This report provides details of the Tender assessment.

15.3 Food Organics Garden Organics Caddies and Liners Tender Award

FILE NO:	55/2
ATTACHMENTS:	Nil
RESPONSIBLE OFFICER:	Director City Planning Manager Environment & Sustainability
AUTHOR:	Project Manager Waste Services Operations Manager Waste Services
MAITLAND +10	Outcome 13 To reduce our waste
COUNCIL OBJECTIVE:	13.1 Limit the amount of waste we create and send to landfill

THAT Council move into Confidential Session to discuss this item under the terms of the Local Government Act 1993 Section 10A(2), as follows: (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

EXECUTIVE SUMMARY

This report details the evaluation and selection of tender for Tender No. T2024-26 - FOGO (Cessnock, Maitland, and Singleton Councils) Supply and Delivery of Kitchen Caddies and Compostable Liners for FOGO service commencement.

16 Committee of the Whole Recommendations

17 Closure