
Corporate Services Committee Agenda

19 May 2023 at 9.00am

To All Councillors

You are hereby notified that the next meeting of the Corporate Services Committee will be held on 17 February 2023 in the Council Chambers, Scone at 9.00am, for the purpose of transacting the undermentioned business.

This meeting will be audio recorded and those in attendance should refrain from making any defamatory statements.

There are to be no other recordings of this meeting without the prior authorisation of the committee.

The Corporate Services Committee consists of

Cr Adam Williamson (Chair), Cr James Burns, Cr Elizabeth Flaherty and Cr Belinda McKenzie.

**GREG MCDONALD
GENERAL MANAGER**

1.	ACKNOWLEDGEMENT OF COUNTRY	
2.	APPLICATIONS FOR ATTENDING MEETING VIA VIDEO LINK	
3.	APOLOGIES	
4.	DISCLOSURES OF INTEREST	
5.	PUBLIC PARTICIPATION	
6.	BUSINESS ITEMS	
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Corporate & Community Services

FINANCE COMMITTEE REPORTS

CORP.05.1 *FINANCIAL SUMMARY & INVESTMENT REPORT*

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Acting Director Corporate & Community Services

PURPOSE

A monthly Financial Summary including details and levels of Investments is provided for Council's information. A statement from the Responsible Accounting Officer is included, advising that the projected financial position as at 31 March 2023 is satisfactory.

RECOMMENDATION

That the Committee:

1. note the Fund and Function Summary Report;
2. note the Cash and Investment Report;
3. note the Responsible Accounting Officer's Statement on the Investments;
4. note the Loan Schedule and balances outstanding;
5. note the Red & Amber Key Performance Indicators Report;
6. note the Capital Works Expenditure Report; and
7. adopt the proposed budget variations

BACKGROUND

The Financial Summary Reports provide an overview of the net costs of services of Council. These net costs are reported by fund and by function, incorporating details of requested and approved variations.

REPORT/PROPOSAL

The financial summary and investment report provides an overview of Council's position, by both fund and function.

The requested and previously approved variations are detailed to provide information on the effect of such variations in Council's financial position and restricted assets.

The cash and investment reports, with the RAO Statement presented at the meeting is for the year to date 31 March 2023

Financial Information Summary

The year to date for the period ended March 2023 indicates a negative variance between actuals and budget of \$867k compared to the positive variance of \$5.1 million reported in February 2023.

Council is continuing to monitor the monthly budgets to recognize the possibility of future deferral of capital projects to ensure that they can be recognised in next year's DPOP budget 2023/2024.

The following summary provides an overview of the main variations in Council's result for year to date to March 2023:

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Category	YTD Variation \$'000	YTD Variation %	Main Contributing Factor	Reason
Revenue	818	1.94%	<ul style="list-style-type: none"> General Purpose revenue is higher than budget by \$252k. Town planning revenue higher than budget by \$330k. Sporting Grounds revenue higher than budget by \$333k Swimming Pools revenue higher than budget by \$88k Hunter Warbirds and Aerodrome revenue lower than budget by \$207k Footpath & Cycleways revenue lower than budget by \$208k. Local roads grant funding lower by than budget by \$658k. Transport ancillaries funding higher than budget by \$979k Water Supply user fees lower than budget by \$148k 	<ul style="list-style-type: none"> Additional funding through the Financial Assistance Grant process and lower pensioner concessions to date. Increase in development contributions received to date. Receipt of funding for final instalments of SCCF and Anyone Can Play grant funding. Funding for swimming pool amenity facilities received earlier than expected. Lower than expected shire and non-shire user fees and lower than expected attendance at the Hunter Warbirds facility. Funding for Merriwa Footpath received slower than expected. Roads to recovery funding expected in May 2023. Receipt in advance of final instalment for Public Spaces funding and SCCF5 funding. Reduced consumption by residents with cooler conditions and wetter season during 2022/23.
Non-Operating Revenue & Expenditure	(554)	(3.87)%	<ul style="list-style-type: none"> Internal Fleet hire charges lower than budget by \$348k. Gravel from Council's pits lower than budget by \$204k. 	<ul style="list-style-type: none"> Lower utilization of Council's fleet with considerable reliance on third party contractors Reduced level of material extracted from the pits to date.

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<p>Operating Expenditure</p>	<p>(1,277)</p>	<p>(3.03)%</p>	<p>Main items identified are:</p> <ul style="list-style-type: none"> • Administration & Economic Affairs costs lower than budget by \$760k. • Waste operation costs higher than budget by \$179k. • Hunter Warbirds costs higher than budget by \$172k • RMS State Roads individual price works order costs higher than budget by \$638k. • Overall roads maintenance costs higher than budget by \$719k. • Sewerage operations & maintenance costs higher than budget by \$180k. 	<ul style="list-style-type: none"> • Primarily cost savings achieved in administration through minor position structure adjustments and staff vacancies. These are currently being assessed to be apply towards the 2023/24 efficiency gains. • Higher costs associated with kerbside collection & bulky waste collection (\$163k) to date. • Costs associated with operations higher than expected. • Increase in requests from Transport for NSW to undertake works on the Golden Highway. With an increase in revenue noted for the first quarter. • Increased activity with maintenance following flood event damage. Review of costs to be completed to isolate expenditure ie flood damage which will be grant funded. • Review of costing to be completed with relining activities to be adjusted.
<p>Capital Works Expenditure</p>	<p>146</p>	<p>1.11%</p>	<p>Highlighted cost variations include:</p> <ul style="list-style-type: none"> • Amaroo Park Playspace higher than budget by \$206k. • Camerons Bridge approaches higher than budget by \$276k. 	<ul style="list-style-type: none"> • Completion of project in March earlier than expected in the budget (timing issue). • Final works to be completed carried over from 2021/2022 year. Reallocation of costs

Corporate & Community Services

		<ul style="list-style-type: none"> • Merriwa Footpath extension lower than budget by \$311k. • Regional Road reseal program lower than budget by \$327k • MR105 Gundy Road Stage 2 project lower than budget by \$455k. • Sewer projects lower than budget by \$854k. 	<p>required to Rouchel Road cutting works.</p> <ul style="list-style-type: none"> • Works continuing slightly behind schedule. • Finalisation of program expected in April. • Works extended with sealing completed in March. • Lower than expected reactive mains and other renewal works required to date.
TOTAL YTD VARIANCE	(867)		

Budget Position Summary

	\$
Original Budget Position 1 July 2022	(1,309)
Approved Budget variations	0
Approved Revised Budget Position 28 February 2023	(1,309)
Net Variations Proposed in this report	0
Proposed Revised Budget Position 31 March 2023	(1,309)

Budget variations noted in the month resulted in a nil effect on the budget overall.

Details of the financial budget variations for March 2023 are included in the attached schedule.

Bank Funds and Investment Report

As at 31 March 2023, Council held funds totaling \$35.00m. These funds were contained in its main working account and investment funds, which included its daily cash management account.

Council has maintained its investment portfolio in accordance with the adopted investments policy and has held balances of \$34.58m at 31 March 2023.

A schedule identifying the individual investments held at the end of March 2023 has been provided as an attachment to this report.

Corporate & Community Services

Capital Expenditure Report

As at 31 March 2023 Council's revised capital works program for the 2022/23 financial year totaled \$24.40m which has reduced from the \$51.90m as per the DPOP budget adopted in June 2022.

It is noted that significant deferral of projects have been recognised over the last quarter based on a realistic delivery expectation with availability of contractors, materials and internal resources in limited supply.

Senior Management Group are continuing to critically review the capital works program in order to identify projects that will not be deliverable in the 2022/2023 year.

It is expected that only minor further deferral of projects will materialise in the next two months as Council completes its DPOP budget phase for the 2023/2024 year.

Based on the year to date expenditure of \$12.94 million to the end of March, Council has spent 53.04% of its overall revised capital works budget.

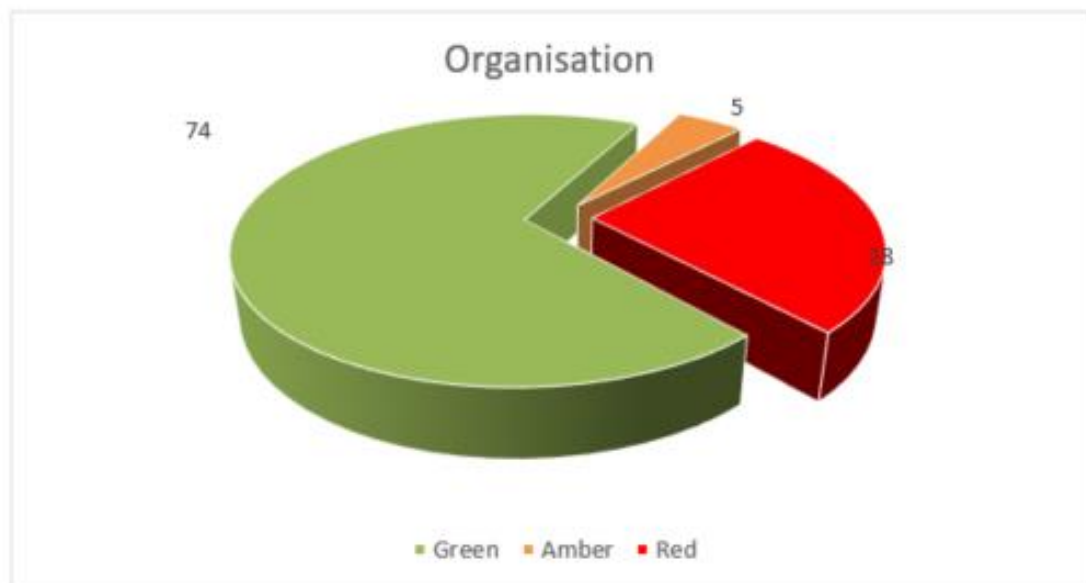
KPIs

A summary of the KPIs for the Quarter ended March 2023 are displayed in the pie graph below.

As shown in the graph Council is currently off-track with 28 out of 107 indicators which represents 26.17% which represent a decline from the December quarter of 24.32%. Council's satisfactory target for off-track KPIs is 10% of total KPIs.

Review of the KPIs will be required by Senior Management Group to ensure that the current off-track measures are addressed by the appropriate staff in order to improve the position over the coming months.

A summarized listing of the Red (off-track) and Amber (monitor) KPI has been included for review.



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OPTIONS

1. To seek clarification of the data presented.
2. To accept, reject or modify the recommendations.

CONSULTATION

Annual community consultation is undertaken with the community in regard to the Delivery Program & Operational Plan during March to June each year.

STRATEGIC LINKS

a. Community Strategic Plan 2032

This report links to the Community Strategic Plan 2032 as follows:

Responsible Governance

Providing efficient and responsible governance in order to effectively serve the community.

5.1 Effectively and efficiently management the business of Council, while encouraging an open and participatory Council with an emphasis on transparency, community engagement, action and response.

b. Delivery Program

- Effective and efficient statutory reporting systems
- A service which is able to monitor allocation of revenues and expenses in the general ledger for reporting processes
- Reporting systems to ensure "Fit for the Future" benchmarks and any improvement program instigated are maintained for Council's financial sustainability
- Reporting systems to ensure "Fit for the Future" benchmarks and any improvement program instigated are maintained for Council's financial sustainability Other Plans

Council's Finance Reports have links to various other plans.

IMPLICATIONS

a. Policy and Procedural Implications

Council's Finance Reports have links to various policies and procedures.

b. Financial Implications

As per monthly report.

c. Legislative Implications

Council is required to report against its progress on its Delivery Plan on a quarterly basis. Council undertakes this reporting on a monthly basis.

Corporate & Community Services

Council has particular reporting requirements under the Local Government Act and Regulations in regard to Investments and a statement from the Responsible Accounting Officer.

d. Risk Implications

There are risk implications if Council does not have an appropriate Investment Strategy and if appropriate controls are not in place in regard to Financial Management.

e. Sustainability Implications

Nil

f. Other Implications

Nil

CONCLUSION

Appropriate details are provided in relation to Council's updated actual overall performance against budget to 30 June 2023.

ATTACHMENTS

- [1](#) Fund & Function Summary - March 2023
- [2](#) Finance Budget Variations Proposed - March 2023
- [3](#) Cash and Investment Report - March 2023
- [4](#) Investment Schedule - March 2023
- [5](#) Loan Schedule and current balance outstanding - March 2023
- [6](#) Red and Amber KPI Summary Report - March 2023
- [7](#) Capital Works Expenditure Report - March 2023

Upper Hunter Shire Council
 Fund Summary
 Year to Date to March 2023
 75.00% Financial Year Complete

	YTD Actuals	YTD Budget	YTD Variance	YTD Actuals vs YTD Budget	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals vs FY Budget
	\$	\$	\$	%	\$	\$	\$	\$	%
General Fund									
Operating Revenue	35,188,005	34,389,655	798,350	102%	59,205,032	(5,718,790)	277,300	53,763,542	65%
Non Operating Revenue	20,348,620	20,901,241	(552,621)	97%	38,620,163	(6,990,736)	0	31,629,427	64%
Operating Expenditure	(37,165,613)	(36,173,182)	(992,431)	103%	(46,307,835)	(2,475,908)	(7,300)	(48,791,043)	76%
Non Operating Expenditure	(10,136,301)	(10,134,840)	(1,461)	100%	(8,432,897)	(7,851,095)	(270,000)	(16,553,992)	61%
Capital Expenditure	(11,029,794)	(10,209,197)	(820,597)	108%	(43,085,772)	23,036,529	0	(20,049,243)	55%
Total General Fund	(2,795,084)	(1,226,323)	(1,568,761)		(1,309)	0	0	(1,309)	
Water Fund									
Operating Revenue	4,169,570	4,223,218	(53,648)	99%	6,406,970	(2,215,000)	0	4,191,970	99%
Non Operating Revenue	2,567,610	2,567,610	0	100%	4,522,596	(383,309)	0	4,139,287	62%
Operating Expenditure	(3,567,414)	(3,462,878)	(104,536)	103%	(4,819,107)	0	0	(4,819,107)	74%
Non Operating Expenditure	(568,612)	(568,612)	0	100%	(832,434)	0	0	(832,434)	68%
Capital Expenditure	(1,781,609)	(1,894,377)	112,768	94%	(5,278,025)	2,598,309	0	(2,679,716)	66%
Total Water Fund	819,545	864,961	(45,416)		0	0	0	0	
Sewer Fund									
Operating Revenue	3,623,911	3,550,599	73,312	102%	3,648,738	130,000	0	3,778,738	96%
Non Operating Revenue	1,740,582	1,740,582	0	100%	3,389,634	(1,870,496)	0	1,519,138	115%
Operating Expenditure	(2,604,868)	(2,424,772)	(180,096)	107%	(3,374,924)	0	0	(3,374,924)	77%
Non Operating Expenditure	(206,203)	(206,203)	0	100%	(126,660)	(130,000)	0	(256,660)	80%
Capital Expenditure	(128,203)	(982,505)	854,302	100%	(3,536,788)	1,870,496	0	(1,666,292)	8%
Total Sewer Fund	2,425,219	1,677,701	747,518		0	0	0	0	
Grand Total	449,681	1,316,339	(866,658)		(1,309)	0	0	(1,309)	

Upper Hunter Shire Council
 Function Summary
 Year to Date to March 2023
 75.00% Financial Year Complete

	YTD Actual	YTD Budget	YTD Variance	YTD Actuals vs YTD Budget	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals vs FY Budget
	\$	\$	\$	%	\$	\$	\$	\$	%
Operating Revenue									
Administration	366,018	392,362	(26,344)	93%	1,424,674	21,000	0	1,445,674	25%
Community Services & Education	2,638,691	2,616,053	22,638	101%	3,819,525	(237,289)	0	3,582,236	74%
Economic Affairs	2,168,224	2,331,657	(163,433)	93%	2,290,392	1,206,495	0	3,496,887	62%
Environment	5,860,106	5,800,377	59,729	101%	6,158,500	262,000	0	6,420,500	91%
General Purpose Revenues	12,761,975	12,509,735	252,240	102%	14,502,881	0	0	14,502,881	88%
Health	186,557	197,906	(11,349)	94%	215,980	0	0	215,980	86%
Housing & Community Amenities	951,087	687,133	263,954	138%	761,590	147,000	270,000	1,178,590	81%
Mining, Manufacturing & Construction	111,321	135,204	(23,883)	82%	180,350	0	0	180,350	62%
Public Order & Safety	209,122	211,369	(2,247)	99%	232,050	0	0	232,050	90%
Recreation & Culture	2,347,137	1,883,021	464,116	125%	2,383,097	272,180	7,300	2,662,577	88%
Sewerage Services	3,623,911	3,550,599	73,312	102%	3,648,738	130,000	0	3,778,738	96%
Transport & Communication	7,587,768	7,624,838	(37,070)	100%	27,235,993	(7,390,176)	0	19,845,817	38%
Water Supply	4,169,570	4,223,218	(53,648)	99%	6,406,970	(2,215,000)	0	4,191,970	99%
Total Operating Revenue	42,981,486	42,163,472	818,014	102%	69,260,740	(7,803,790)	277,300	61,734,250	70%
Non Operating Revenue									
Administration	4,780,701	5,128,698	(347,997)	93%	7,486,283	138,000	0	7,624,283	63%
Community Services & Education	371,628	371,628	0	100%	431,229	54,700	0	485,929	76%
Economic Affairs	831,163	831,163	0	100%	1,078,949	22,270	0	1,101,219	75%
Environment	1,107,324	1,107,324	0	100%	1,477,023	0	0	1,477,023	75%
General Purpose Revenues	2,019,393	2,019,393	0	100%	2,692,524	0	0	2,692,524	75%
Housing & Community Amenities	41,274	41,274	0	100%	95,056	(40,000)	0	55,056	75%
Mining, Manufacturing & Construction	106,585	311,209	(204,624)	34%	459,557	0	0	459,557	23%
Public Order & Safety	208,095	208,095	0	100%	577,498	0	0	577,498	36%
Recreation & Culture	750,055	750,055	0	100%	2,031,072	(250,000)	0	1,781,072	42%
Sewerage Services	1,740,582	1,740,582	0	100%	3,389,634	(1,870,496)	0	1,519,138	115%
Transport & Communication	10,132,402	10,132,402	0	100%	22,290,973	(6,915,706)	0	15,375,267	66%
Water Supply	2,567,610	2,567,610	0	100%	4,522,596	(383,309)	0	4,139,287	62%
Total Non Operating Revenue	24,656,812	25,209,433	(552,621)	98%	46,532,393	(9,244,541)	0	37,287,852	66%

Upper Hunter Shire Council
 Function Summary
 Year to Date to March 2023
 75.00% Financial Year Complete

	YTD Actual	YTD Budget	YTD Variance	YTD Actuals vs YTD Budget	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals vs FY Budget
	\$	\$	\$	%	\$	\$	\$	\$	%
Operating Expenditure									
Administration	(3,694,625)	(4,210,949)	516,324	88%	(6,247,263)	(18,546)	0	(6,265,809)	59%
Community Services & Education	(3,244,242)	(3,211,565)	(32,677)	101%	(4,763,801)	195,289	0	(4,568,512)	71%
Economic Affairs	(2,421,858)	(2,666,228)	244,370	91%	(3,383,054)	(239,651)	0	(3,622,705)	67%
Environment	(5,251,519)	(5,152,098)	(99,421)	102%	(6,766,413)	(350,000)	0	(7,116,413)	74%
General Purpose Revenues	(201,420)	(201,420)	0	100%	(268,664)	0	0	(268,664)	75%
Governance	(558,479)	(571,139)	12,660	98%	(804,628)	0	0	(804,628)	69%
Health	(308,335)	(254,317)	(54,018)	121%	(341,009)	0	0	(341,009)	90%
Housing & Community Amenities	(1,147,941)	(1,062,895)	(85,046)	108%	(1,412,526)	(77,000)	0	(1,489,526)	77%
Mining, Manufacturing & Construction	(378,355)	(524,452)	146,097	72%	(753,536)	30,000	0	(723,536)	52%
Public Order & Safety	(1,050,491)	(1,141,945)	91,454	92%	(1,555,594)	0	0	(1,555,594)	68%
Recreation & Culture	(3,881,845)	(3,715,286)	(166,559)	104%	(4,885,847)	(16,000)	(7,300)	(4,909,147)	79%
Sewerage Services	(2,604,868)	(2,424,772)	(180,096)	107%	(3,374,924)	0	0	(3,374,924)	77%
Transport & Communication	(15,026,503)	(13,460,888)	(1,565,615)	112%	(15,125,501)	(2,000,000)	0	(17,125,501)	88%
Water Supply	(3,567,414)	(3,462,878)	(104,536)	103%	(4,819,107)	0	0	(4,819,107)	74%
Total Operating Expenditure	(43,337,895)	(42,060,832)	(1,277,063)	103%	(54,501,866)	(2,475,908)	(7,300)	(56,985,074)	76%
Non Operating Expenditure									
Administration	(1,691,888)	(1,691,103)	(785)	100%	(2,296,694)	(10,000)	0	(2,306,694)	73%
Community Services & Education	(82,014)	(82,014)	(0)	100%	(55,482)	(50,740)	0	(106,222)	77%
Economic Affairs	(1,408,950)	(1,408,726)	(224)	100%	(1,184,567)	(1,005,844)	0	(2,190,411)	64%
Environment	(401,434)	(401,434)	0	100%	(202,000)	(835,662)	0	(1,037,662)	39%
Governance	0	0	0	100%	(40,000)	0	0	(40,000)	100%
Housing & Community Amenities	(230,268)	(230,268)	0	100%	(187,100)	(100,000)	(270,000)	(557,100)	41%
Mining, Manufacturing & Construction	(48,726)	(48,726)	0	100%	(65,000)	0	0	(65,000)	75%
Recreation & Culture	(1,003,476)	(1,003,476)	(0)	100%	(166,022)	(1,609,244)	0	(1,775,266)	57%
Sewerage Services	(206,203)	(206,203)	0	100%	(126,660)	(130,000)	0	(256,660)	80%
Transport & Communication	(5,269,544)	(5,269,093)	(451)	100%	(2,510,410)	(4,239,605)	0	(6,750,015)	78%
Water Supply	(568,612)	(568,612)	0	100%	(832,434)	0	0	(832,434)	68%
Total Non Operating Expenditure	(10,911,116)	(10,909,655)	(1,461)	100%	(9,391,991)	(7,981,095)	(270,000)	(17,643,086)	62%

Upper Hunter Shire Council
 Function Summary
 Year to Date to March 2023
 75.00% Financial Year Complete

	YTD Actual	YTD Budget	YTD Variance	YTD Actuals vs YTD Budget	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals vs FY Budget
	\$	\$	\$	%	\$	\$	\$	\$	%
Capital Expenditure									
Administration	(456,001)	(449,454)	(6,547)	101%	(367,000)	(130,454)	0	(497,454)	92%
Community Services & Education	(32,079)	(41,900)	9,821	77%	(99,500)	38,040	0	(61,460)	52%
Economic Affairs	(61,980)	(48,770)	(13,210)	100%	(65,500)	16,730	0	(48,770)	127%
Environment	(338,971)	(369,730)	30,759	92%	(1,457,392)	923,662	0	(533,730)	64%
Housing & Community Amenities	0	0	0	100%	0	0	0	0	#DIV/0!
Mining, Manufacturing & Construction	(82,771)	(80,000)	(2,771)	100%	(100,000)	0	0	(100,000)	83%
Public Order & Safety	(99,103)	(100,000)	897	100%	(300,000)	0	0	(300,000)	33%
Recreation & Culture	(480,121)	(239,375)	(240,746)	201%	(2,815,810)	1,603,064	0	(1,212,746)	40%
Sewerage Services	(128,203)	(982,505)	854,302	100%	(3,536,788)	1,870,496	0	(1,666,292)	8%
Transport & Communication	(9,470,206)	(8,866,368)	(603,838)	107%	(37,778,070)	20,545,487	0	(17,232,583)	55%
Water Supply	(1,781,609)	(1,894,377)	112,768	94%	(5,278,025)	2,598,309	0	(2,679,716)	66%
Total Capital Expenditure	(12,939,606)	(13,086,079)	146,473	99%	(51,900,585)	27,505,334	0	(24,395,251)	53%
Grand Total	449,681	1,316,339	(866,658)		(1,309)	0	0	(1,309)	

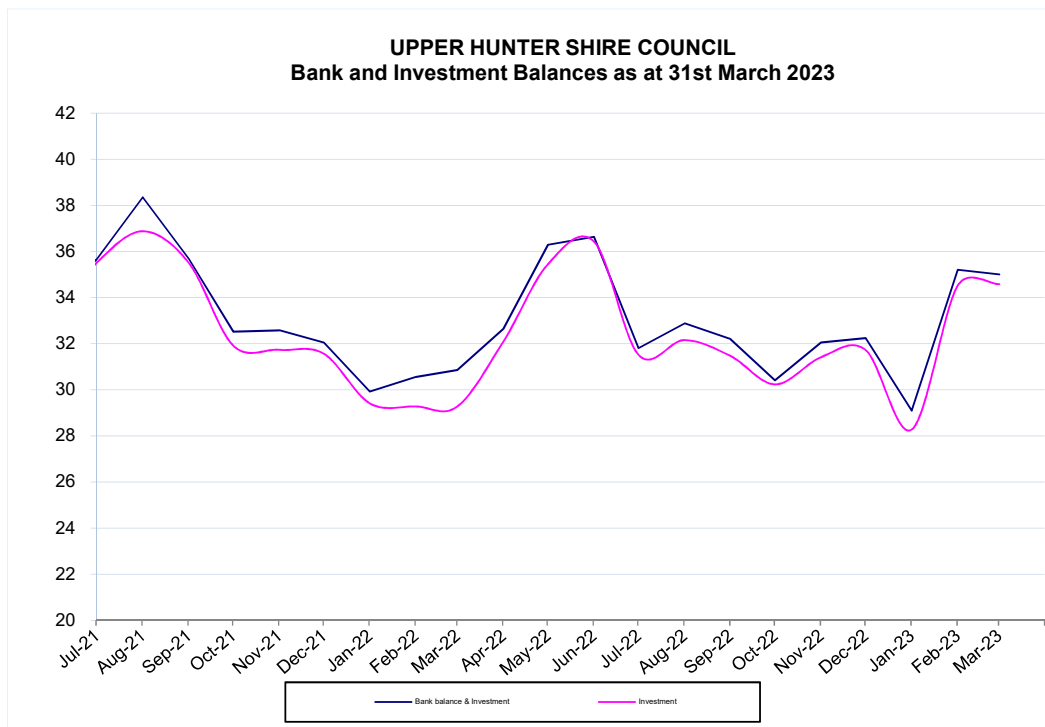
**CORPORATE SERVICES COMMITTEE
BUDGET VARIATION REQUEST
FOR THE MONTH ENDED 31 MARCH 2023**

Budget Service Area	Account Type	Account Description	VARIATION REQUEST		Details of Variation Request
			DR \$	CR \$	
GENERAL FUND					
Town Planning	Operating Revenue	Contributions		270,000	Additional s.94 contributions received
Town Planning	Non-Operating Expenditure	s94 Contributions RA	270,000		Transfer of funds to RA balance
Public Library	Capital Expenditure	Aberdeen Library Upgrade	4,200		Additional upgrade works to Aberdeen Library
Public Library	Capital Expenditure	Additional Furniture		4,200	Reallocate budget funding to Aberdeen Library Upgrade
Other Sport and Recreation	Operating Revenue	User Fees and Charges		7,300	Funds received for Lake Glenbawn Triathlon event
Other Sport and Recreation	Operating Expenditure	Triathlon	7,300		Allocate funds received to Lake Glenbawn Triathlon event costs
SEWERAGE SERVICES					
		<i>NIL</i>			
WATER SUPPLY					
		<i>NIL</i>			
		Total Variations	281,500	281,500	
		Net Variation to Operating Result		-	
Abbreviation notes					
RA = Restricted Assets					

FINANCIAL REPORT

Bank Reconciliations to 31 March 2023

	Westpac	Regional Bank & NAB	Total
Opening			
Cashbook at 28 February 2023	432,610.60	369,651.47	802,262.07
Plus/Minus Account transfers	0.00	0.00	0.00
Plus Deposits	8,783,670.00	0.00	8,783,670.00
Less Cheques Drawn	0.00	0.00	0.00
Less EFT Payments (incl Payroll)	9,160,769.94	0.00	9,160,769.94
Less Direct Charges	9,479.14	0.00	9,479.14
Plus Interest Received	0.00	0.00	0.00
Less Bank Charges	0.00	0.00	0.00
+/- B/fwd Adjustment	0.00	0.00	0.00
Cashbook at 31 March 2023	46,031.52	369,651.47	415,682.99
Plus Unpresented Cheques (1)	0.00	0.00	0.00
Less Unpresented Deposits Bank File Tra	0.00	0.00	0.00
Plus Payments not to A/C (2)	0.00	0.00	0.00
Deposits not receipted (11)	0.00	0.00	0.00
Statement Balances	46,031.52	369,651.47	415,682.99



**FINANCIAL REPORT
INVESTMENTS HELD as at 31 March 2023**

Authorised Investment Detailed					
Financial Institution	Principal \$	Interest Rate %	Term (days)	Maturity Date	Annual Yield
Macquarie Bank	2,000,000	1.85%	365	11-Apr-23	37,000
ING Bank	1,000,000	2.45%	365	24-Apr-23	24,500
Australian Unity Bank Ltd	1,000,000	3.20%	366	01-Jun-23	32,000
Northern Territory Treasury Corp	2,000,000	0.70%	808	15-Jun-23	14,000
NAB	1,500,000	3.70%	365	28-Jun-23	55,500
NAB	2,000,000	0.60%	730	28-Jun-23	12,000
Commonwealth Bank	2,500,000	3.53%	365	05-Jul-23	88,250
Macquarie Bank	1,000,000	4.07%	181	27-Jan-23	40,700
Bank of Queensland	1,500,000	4.25%	272	31-Aug-23	63,750
AMP	2,500,000	4.25%	365	01-Sep-23	106,250
Macquarie Bank	1,000,000	4.25%	365	21-Sep-23	42,500
NAB	1,500,000	4.40%	182	27-Sep-23	66,000
ING Bank	1,500,000	2.87%	547	26-Oct-23	43,050
Australian Unity Bank Ltd	1,500,000	3.40%	549	01-Dec-23	51,000
Defence Bank	1,500,000	4.30%	364	01-Dec-23	64,500
ING Bank	2,000,000	4.50%	364	14-Dec-23	90,000
ING Bank	2,000,000	4.65%	365	28-Mar-24	93,000
NAB	2,000,000	1.40%	1096	06-Dec-24	28,000
Westpac Cash Mgmt Acct	4,578,112	Various	At Call	N/A	
Total	34,578,112				952,000

AVERAGE CURRENT 90 DAY BBSW FOR March 2023 - 3.6643%

Authorised Investment Summary			
Investment Type	Financial Institution	\$	Holding %
(c)	AMP	2,500,000	7.23
(c)	Commonwealth Bank	2,500,000	7.23
(c)	Bank of Queensland	1,500,000	4.34
(c)	ING Bank	6,500,000	18.80
(c)	Macquarie Bank	4,000,000	11.57
(c)	NAB	7,000,000	20.24
(c)	Defence Bank	1,500,000	4.34
(c)	Northern Territory Treasury	2,000,000	5.78
(c)	Australian Unity Bank Ltd	2,500,000	7.23
(c)	Westpac Cash Mgmt Acct	4,578,112	13.24
Council's Total Portfolio		34,578,112	100

Authorised Investments - Investment Policy		
Type	Definition	Max Investment
(c)	Interest bearing deposits with, or any debentures or bonds issued by, an authorised deposit-taking institution (as defined in the Banking Act 1959 (Cwth)), but excluding subordinated debt obligations	15% per investment, per building society or credit union 25% per investment, per bank

FINANCIAL REPORT

Loan Schedule Detailed - 31st March 2023

Purpose	Financial Institution	Original Principal \$	Interest Rate %	Principal Owing at 31/03/2023 \$	Loan Drawn Down	Term	Maturity Date
General Fund							
UH Early Learning Centre	NAB	720,000	6.68%	295,577	2009	20	30/04/2029
Medical Centre	WBC	1,400,000	6.90%	800,295	2004	30	30/04/2034
Administration Centre	NAB	3,100,000	6.37%	1,371,669	2009	20	30/04/2029
Medical Centre Extension	NAB	350,000	8.10%	191,886	2010	20	1/07/2030
Saleyards	NAB	1,000,000	7.66%	597,387	2011	20	24/06/2031
Airport Runway	NAB	550,000	7.66%	328,309	2011	20	24/06/2031
Bridges (Barsham, Timor Crk, Scotts Crk)	NAB	1,300,000	7.66%	776,004	2011	20	24/06/2031
LIRS Round 1 - Timber Bridges Replacement Program	NAB	1,675,000	5.19%	0	2013	10	1/03/2023
LIRS Round 1 - Urban Streets Renewal/Upgrade Program	NAB	1,540,000	5.19%	0	2013	10	1/03/2023
LIRS Round 2 - Bridge Replacement Program	NAB	1,015,000	5.73%	76,403	2013	10	31/10/2023
LIRS Round 2 Roads Renewal/Upgrade Program	NAB	1,000,000	5.73%	75,280	2013	10	31/10/2023
Saleyards Redevelopment	TCorp	8,420,000	2.47%	7,229,092	2019	20	2/08/2039
White Park Redevelopment	TCorp	1,000,000	1.95%	671,897	2019	10	2/08/2029
Campbells Corner	WBC	3,500,000	3.14%	3,164,416	2020	10	6/03/2040
Road Infrastructure	TCorp	5,000,000	2.28%	4,439,666	2020	20	29/06/2040
Airport Redevelopment	TCorp	3,000,000	2.28%	2,663,800	2020	20	29/06/2040
Airport Redevelopment 2	TCorp	4,796,000	2.59%	4,468,055	2021	20	28/09/2041
Total General Fund		39,366,000		27,149,736			

Water Fund							
Glenbawn Dam Augmentation - Pipeline	NAB	4,400,000	6.19%	2,712,366	2012	20	29/06/2032
Scone to Murrundi Pipeline	TCorp	2,486,000	2.28%	2,207,402	2020	20	29/06/2040
Total Water Fund		6,886,000		4,919,768			

Overall Total		46,252,000		32,069,504			
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**UPPER HUNTER SHIRE COUNCIL
CAPITAL WORKS EXPENDITURE
SUMMARY
Year to Date March 2023**

	EXPENDITURE					
	Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
Projects	51,900,585	24,395,251	13,086,079	0	12,939,606	146,473
TOTAL	51,900,585	24,395,251	13,086,079	0	12,939,606	146,473

% of YTD Actual works completed to Revised YTD Budget

98.88%

% of YTD Actual works completed to Revised Full Year Budget

53.04%

Summary By Service Area

Administration	367,000	497,454	449,454	0	456,001	(6,547)
Community Services & Education	99,500	61,460	41,900	0	32,079	9,821
Economic Affairs	65,500	48,770	48,770	0	61,980	(13,210)
Environment	1,457,392	533,730	369,730	0	338,971	30,759
Total Housing & Community Amenities	102,500	62,500	13,600	0	8,563	5,038
Mining, Manufacturing & Construction	100,000	100,000	80,000	0	82,771	(2,771)
Public Order & Safety	300,000	300,000	100,000	0	99,103	897
Recreation & Culture	2,815,810	1,212,746	239,375	0	480,121	(240,746)
Transport & Communication	37,778,070	17,232,583	8,866,368	0	9,470,206	(603,838)
Water Supplies	5,278,025	2,679,716	1,894,377	0	1,781,609	112,768
Sewerage Services	3,536,788	1,666,292	982,505	0	128,203	854,302
	51,900,585	24,395,251	13,086,079	0	12,939,606	146,473

**UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023**

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
1	General Fund						
2	Administration						
3	Depot Operations						
4	1200. Scn Depot Yard Upgrades	20,000	20,000	2,750	0	2,803	(53)
5	4206. Merriwa Depot Upgrade	15,000	15,000	0	0	0	0
6	4328. Groundwater Wells & Tank Remediation	0	0	0	0	500	(500)
7	Total Depot Operations	35,000	35,000	2,750	0	3,303	(553)
8							
9	Communications						
10	5502. Design Specific Computer	0	2,454	2,454	0	2,454	0
11	Total Communications	0	2,454	2,454	0	2,454	0
12							
13							
14	Financial Services						
15	0727. Admin Capital Works - Scn	10,000	5,750	0	0	0	0
16	4578. Scn Small Furnishings & Equipment	0	14,250	14,250	0	15,348	(1,098)
17	Total Financial Services	10,000	20,000	14,250	0	15,348	(1,098)
18							
19	Fleet Management						
20	4133. 1.Plant Purchases Capital Expenditure	250,000	425,000	425,000	0	429,356	(4,356)
21	Total Fleet Management	250,000	425,000	425,000	0	429,356	(4,356)
22							
23	Information Services						
24	2048. Projectors & screen	22,000	0	0	0	0	0
25	2058. Network computer equipment upgrade	35,000	10,000	5,000	0	5,540	(540)
26	Total Information Services	57,000	10,000	5,000	0	5,540	(540)
27							

**UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023**

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
28	Stores/Purchasing Services						
29	4013. Upgrade Storage Facilities	5,000	5,000	0	0	0	0
30	Total Stores/Purchasing Services	5,000	5,000	0	0	0	0
31							
32	Sustainability						
33	5470. Energy Master Plan & Financial Strategy	10,000	0	0	0	0	0
34	Total Sustainability	10,000	0	0	0	0	0
35							
36	Total Administration	367,000	497,454	449,454	0	456,001	(6,547)
37							
38	Community Services & Education						
39	Aged Care - Gummun Place Hostel						
40	4020. Hostel Kitchen - Upgrade	0	0	0	0	1,636	(1,636)
41	4043. Hostel Room Upg on Changeover	5,000	5,000	2,500	0	0	2,500
42	4805. Hostel equipment upgrades	15,000	15,000	12,000	0	0	12,000
43	Total Aged Care - Gummun Place Hostel	20,000	20,000	14,500	0	1,636	12,864
44							
45	Aged Care - Independent Living Units						
46	1027. Mdi ILU Replace Floor Coverings	2,500	3,830	0	0	0	0
47	1028. Mdi ILU Kitchen Upgrades	6,000	0	0	0	0	0
48	1034. Mdi ILU Painting	2,000	0	0	0	0	0
49	1035. Mwa ILU Painting	2,000	0	0	0	0	0
50	1037. Mdi ILU Replace Air Conditioner	1,500	0	0	0	0	0
51	1040. Mwa ILU Kitchen Upgrades	6,000	0	0	0	0	0
52	1149. Mdi ILU Design 2 x Addtl Units	0	0	0	0	190	(190)
53	4834. Mdi ILU Blinds	0	2,700	2,700	0	2,684	16
54	4837. Mdi ILU Privacy Screens	0	3,000	3,000	0	2,993	7

UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
55	4838. Mdi ILU Tank Stand Upgrades	2,000	1,000	1,000	0	989	11
56	5429. MWA ILU Fire Alarm Systems	0	2,730	0	0	0	0
57	4841. Mdi ILU Carport	10,000	0	0	0	0	0
58	Total Aged Care - Independent Living Units	32,000	13,260	6,700	0	6,856	(156)
59							
60	Children's Services - Early Learning Centre						
61	1030. ELC Painting Works	7,500	0	0	0	0	0
62	1112. Playground development	22,500	0	0	0	0	0
63	1165. ELC - Replace Whitegoods	0	0	0	0	5,754	(5,754)
64	1290. Additional furniture and equipment	10,000	10,000	2,500	0	0	2,500
65	1354. ELC Operations Review	0	7,500	7,500	0	7,130	370
66	4817. Floor Coverings and Lino Replacement	0	2,200	2,200	0	2,198	2
67	5554. ELC Office & Staff Room Upgrades	7,500	8,500	8,500	0	8,505	(5)
68	Total Children's Services - Early Learning Units Centre	47,500	28,200	20,700	0	23,587	(2,887)
69							
70	Total Community Services & Education	99,500	61,460	41,900	0	32,079	9,821
71							
72	Economic Affairs						
73	Real Estate						
74	0981. Aberdeen Heights Subdivision - Stg 7	35,000	0	0	0	0	0
75	4121. Stewarts Brook Camping Amenities	0	0	0	0	10,695	(10,695)
76	4150. Residential Capital Works	20,000	0	0	0	0	0
77	4452. VIC Refurbishment	0	0	0	0	2,544	(2,544)
78	4810. Youth Hostel Segenhoe - Air Conditioner	2,500	0	0	0	0	0
79	4908. Scone Medical Centre	0	10,770	10,770	0	10,767	3
80	4909. 7 Bottlebrush Place Scone	5,000	0	0	0	0	0
81	4952. Campbells Corner Scone	0	0	0	0	119	(119)

UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
82	5476. Campbells Corner Roofing	0	0	0	0	696	(696)
83	5515. Campbells Corner Development	0	11,500	11,500	0	11,542	(42)
84	5516. Campbells Corner Business Case	0	23,500	23,500	0	23,471	29
85	Total Real Estate	62,500	45,770	45,770	0	59,833	(14,063)
86							
87	Tourism & Area Promotion						
88	4843. Town Christmas Lights	3,000	3,000	3,000	0	2,147	853
89	Total Tourism & Area Promotion	3,000	3,000	3,000	0	2,147	853
90							
91	Total Economic Affairs	65,500	48,770	48,770	0	61,980	(13,210)
92							
93	Environment						
94	Stormwater Management						
95	4439. Belmore St Channel	200,000	260,000	100,000	0	34,348	65,652
96	4956. Segenhoe & Graeme Sts Abn	30,000	30,000	30,000	0	42,997	(12,997)
97	4970. Stormwater Replacement Program	60,000	0	0	0	0	0
98	4893. Kelly St Stormwater - CBD Upgrade	0	0	0	0	110	(110)
99	Total Stormwater Management	290,000	290,000	130,000	0	77,455	52,545
100							
101	Waste Management						
102	0816. Waste Mdi - Upgrade & Capping	0	0	0	0	3,048	(3,048)
103	0817. Better Waste Program	0	0	0	0	6,098	(6,098)
104	1173. Scn - Landfill Development Extension	0	0	0	0	2,556	(2,556)
105	1347. Aberdeen Waste Facility Expansion	468,000	15,000	13,000	0	12,819	181
106	4562. Abn - Weighbridge	0	18,000	18,000	0	17,941	59
107	4744. Waste Mwa - Upgrade & Capping	0	0	0	0	8,801	(8,801)
108	4849. Scn - Impound yard	0	20,500	20,500	0	20,520	(20)

**UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023**

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
109	4874. Green Lid Waste Bins Introduction	0	162,000	162,000	0	161,872	128
110	4932. Mwa - Transfer Station	278,801	5,000	3,000	0	3,368	(368)
111	4933. Mdi - Transfer Station	275,591	4,730	4,730	0	5,985	(1,255)
112	5574. Murrurundi Portable Toilet	0	18,500	18,500	0	18,508	(8)
113	4992. Scn - Moving Bay	145,000	0	0	0	0	0
114	Total Waste Management	1,167,392	243,730	239,730	0	261,515	(21,785)
115							
116	Total Environment	1,457,392	533,730	369,730	0	338,971	30,759
117							
118	Low Income Housing						
119	1036. Low income Housing Painting	1,500	1,500	0	0	0	0
120	1039. Low Income Replace Floor coverings	2,000	2,000	0	0	0	0
121	4842. Low Income Housing Air-Conditioner	1,500	1,500	0	0	0	0
122	Total Low Income Housing	5,000	5,000	0	0	0	0
123							
124	Public Cemeteries						
125	0702. Scone Lawn Cemetery Extension	20,000	20,000	0	0	0	0
126	1261. Tree Planting	5,000	5,000	5,000	0	0	5,000
127	5806. Cemetery Furniture	12,500	12,500	0	0	0	0
128	Total Public Cemeteries	37,500	37,500	5,000	0	0	5,000
129							
130	Street Lighting						
131	1350. Vennacher St Mwa - Lighting Ped Cross	60,000	20,000	8,600	0	8,563	38
132	Total Street Lighting	60,000	20,000	8,600	0	8,563	38
133							
134	Total Housing & Community Amenities	102,500	62,500	13,600	0	8,563	5,038
135							

UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
136	Mining, Manufacturing & Construction						
137	Quarry Operations						
138	0806. Gravel Exploration	100,000	100,000	80,000	0	82,771	(2,771)
139	Total Quarry Operations	100,000	100,000	80,000	0	82,771	(2,771)
140							
141	Total Mining, Manufacturing & Construction	100,000	100,000	80,000	0	82,771	(2,771)
142							
143	Public Order & Safety						
144	Emergency Services						
145	0730. Gummun RFS Shed	0	0	0	0	1,300	(1,300)
146	1317. Bow RFS Shed	0	0	0	0	1,300	(1,300)
147	5497. Scone Emergency Operations Centre	300,000	300,000	100,000	0	96,503	3,497
148	Total Emergency Services	300,000	300,000	100,000	0	99,103	897
149							
150	Total Public Order & Safety	300,000	300,000	100,000	0	99,103	897
151							
152	Recreation & Culture						
153	Community Halls & Centres						
154	4313. Update Air Con system Mwa School of Arts	0	0	0	0	3,524	(3,524)
155	4461. Mwa Building Improvements	0	0	0	0	2,145	(2,145)
156	5342. Murrurundi War Memorial Gates	0	0	0	0	233	(233)
157	5483. Cassilis Hall and Playground Upgrade	0	0	0	0	1,273	(1,273)
158	Total Community Halls & Centres	0	0	0	0	7,175	(7,175)
159							
160	Museums						
161	1067. Scn Museum - Minor upgrade works	3,500	3,500	3,500	0	0	3,500
162	1172. Museum Disabled Access Improvement	2,500	2,500	0	0	0	0

**UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023**

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
163	5430. Mwa Bottle Museum - Painting External	2,000	2,000	2,000	0	0	2,000
164	Total Museums	8,000	8,000	5,500	0	0	5,500
165							
166	Parks & Gardens						
167	0709. Tree Planting Scn	5,000	5,000	5,000	0	1,010	3,990
168	0802. Tree Planting Abn	5,000	5,000	5,000	0	0	5,000
169	0803. Tree Planting Mwa	5,000	5,000	5,000	0	1,400	3,600
170	0804. Tree Planting Mdi	5,000	5,000	5,000	0	41	4,959
171	1254. Playground Shade & Equipment Grant	23,064	0	0	0	0	0
172	4505. Playground Equipment upgrade	45,000	0	0	0	0	0
173	5273. Playground Fencing	10,000	0	0	0	0	0
174	5443. Moonan Flat River Tank & Pipes - Fire	0	0	0	0	2,864	(2,864)
175	5499. Scone Tidy Towns Community Garden	10,000	10,000	8,000	0	10,181	(2,181)
176	5521. Amaroo Park Playspace	139,637	194,637	0	0	206,068	(206,068)
177	Total Parks & Gardens	247,701	224,637	28,000	0	221,563	(193,563)
178							
179							
180	Public Libraries						
181	1227. Abn - Library Upgrade	0	2,230	2,230	0	6,445	(4,215)
182	1229. Additional Furniture	8,600	6,370	0	0	0	0
183	4826. Scone Library Development	750,000	20,000	8,000	0	8,118	(118)
184	Total Public Libraries	758,600	28,600	10,230	0	14,563	(4,333)
185							
186	Sporting Grounds & Venues						
187	0827. Bill Rose Complex Master Plan	0	60,000	35,000	0	35,480	(480)
188	4109. Mwa Showground Upgrade	68,482	68,482	57,000	0	57,278	(278)
189	4111. Scone Park Upgrade	0	0	0	0	1,574	(1,574)

UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
190	4701. Jefferson Park Reserve	50,000	60,000	0	0	0	0
191	5358. Wilson Memorial Oval Upgrades	0	0	0	0	68	(68)
192	5359. Murray Bain Oval Lighting Upgrade	150,000	150,000	0	0	0	0
193	5417. Mdi Rosedale Canteen Upgrade	0	0	0	0	800	(800)
194	5420. Scone Tennis Club Courts Resurfacing	191,278	191,278	3,000	0	2,700	300
195	Total Sporting Grounds & Venues	459,760	529,760	95,000	0	97,900	(2,900)
196							
197	Swimming Pools						
198	5522. Merriwa Olympic Pool Facilities	258,904	128,904	0	0	1,097	(1,097)
199	5523. Scone Memorial Pool Facilities	227,200	127,200	22,500	0	21,453	1,047
200	5819. Murrurundi Pool Chlorine Dosing Plant	32,500	32,500	0	0	0	0
201	Total Swimming Pools	518,604	288,604	22,500	0	22,550	(50)
202							
203	White Park Complex						
204	0847. White Park Development	0	0	0	0	3,346	(3,346)
205	5473. White Park Electrical Supply Upgrade	780,000	90,000	35,000	0	34,055	945
206	5517. White Park Complex Business Case	43,145	43,145	43,145	0	21,816	21,329
207	5820. Gravel Pad in Cattle Yard	0	0	0	0	54,212	(54,212)
208	5519. Cattle Loading ramp at White Park	0	0	0	0	2,940	(2,940)
209	Total Museums	823,145	133,145	78,145	0	116,369	(38,224)
210							
211	Total Recreation & Culture	2,815,810	1,212,746	239,375	0	480,121	(240,746)
212							
213	Transport & Communication						
214	Aerodrome						
215	4738. Airport Development	0	342,000	342,000	0	353,690	(11,690)
216	5579. Airport Operation Manuals & Benchmarking	0	15,000	15,000	0	15,364	(364)

UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
217	Total Aerodrome	0	357,000	357,000	0	369,054	(12,054)
218							
219	Bridges						
220	3612. Cullingral Rd Culvert Replacement	0	38,480	38,480	0	38,480	0
221	4768. Camerons Bridge Rouchel	0	400,000	400,000	0	676,181	(276,181)
222	4871. Murulla Street Causeway Upgrade	1,100,000	50,000	0	0	1,399	(1,399)
223	4879. Warlands Bridge No1	290,365	627,299	290,365	0	439,677	(149,312)
224	4880. Warlands Bridge No2	275,046	275,046	81,500	0	6,016	75,485
225	4881. Warlands Bridge No3	271,273	71,273	10,000	0	6,583	3,417
226	4882. Warlands Bridge No4	271,896	11,896	10,000	0	5,648	4,352
227	4883. Warlands Bridge No5	272,272	12,272	10,000	0	6,137	3,863
228	4884. Scotts Creek Bridge No3	272,611	487,004	71,750	0	80,890	(9,140)
229	4885. Scotts Creek Bridge No2	472,998	695,310	141,750	0	61,471	80,279
230	4886. Blues Bridge	291,108	511,113	145,554	0	80,330	65,224
231	5166. Dartbrook Bridge	788,365	8,365	5,000	0	8,054	(3,054)
232	5234. Lapstone Gully Bridge 2km	271,902	1,902	2,500	0	1,624	876
233	5235. Lapstone Gully Bridge 2.9km	77,523	2,523	2,500	0	0	2,500
234	5236. Little St Bridge	377,470	634,879	263,970	0	356,985	(93,015)
235	5237. Bobialla Creek Bridge	303,511	53,511	5,000	0	2,553	2,447
236	5238. Ashford's Bridge	167,600	57,600	5,000	0	1,747	3,253
237	5239. Albano Bridge	181,373	6,373	5,000	0	2,911	2,089
238	Total Bridges	5,685,313	3,944,846	1,488,369	0	1,776,686	(288,317)
239							
240	Footpaths & Cycleways						
241	4080. Ftpth - Mwa Extension	932,674	932,674	816,089	0	505,067	311,022
242	4083. Ftpth - Graeme St (McQueen to Segenhoe)	0	0	0	0	13,044	(13,044)
243	4327. Kerb Ramp Upgrade	20,000	20,000	0	0	0	0

UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
244	4352. Scn - Moobi Rd Cycleway	30,000	30,000	30,000	0	38,996	(8,996)
245	4974. Ftpth - Segenhoe St Abn (NEH-Graeme)	0	0	0	0	66,330	(66,330)
246	5544. Ftpth - Cassilis Public School Coolah Rd	45,000	0	0	0	0	0
247	5558. Ftpth - Waverley St (Short to Liverpool)	50,000	50,000	50,000	0	63,158	(13,158)
248	5576. Cassilis Ftpth - Decommission Fuel Tank	0	45,000	27,000	0	43,418	(16,418)
249	5580. Merriwa Footpath Flora & Fauna Signage	0	0	0	0	9,420	(9,420)
250	Total Footpaths & Cycleways	1,077,674	1,077,674	923,089	0	739,431	183,658
251							
252	Roads & Bridges - Regional						
253	1285. Regional Rd Reseals	520,000	520,000	520,000	0	193,271	326,729
254	4913. MR105 Repair - 26km to Belltrees Hill	565,000	565,000	565,000	0	1,019,818	(454,818)
255	4914. MR62 Repair - Halls Crk to Murdering Hut	0	400,000	400,000	0	399,120	880
256	4943. R2R Glenbawn & MR105 Intersection	250,000	331,000	331,000	0	331,259	(259)
257	4984. Regional Heavy Patching Program	150,000	150,000	0	0	0	0
258	4985. Regional Roads ARRB	75,000	75,000	0	0	0	0
259	5260. MR62 Ollerton Dr to Sophia Creek Rd	0	0	0	0	494	(494)
260	5262. Culvert Subsidence Upgrade	131,000	131,000	0	0	0	0
261	5288. MR358 - Coulsons Creek Rd Rehabilitation	5,000,000	100,000	80,000	0	76,778	3,222
262	5545. MR62 - Ridgelands St Intersection Upgde	71,620	71,620	40,620	0	40,288	332
263	5546. MR62 - Blaydon St Intersection Upgde	71,620	71,620	43,620	0	44,089	(469)
264	5547. MR62 - Tyrone Rd Upgrade	71,620	71,620	36,620	0	37,341	(721)
265	Total Roads & Bridges - Regional	6,905,860	2,486,860	2,016,860	0	2,142,459	(125,599)
266							
267	Roads - Local (Sealed, Unsealed & Urban)						
268	0759. MR358 - Coulsons Creek Rd Rehabilitation	0	0	0	0	3,399	(3,399)
269	1001. Ringwood Road Upgrade	0	0	0	0	22,964	(22,964)
270	1283. Urban Rd Reseals	400,000	400,000	400,000	0	466,139	(66,139)

UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
271	1284. Rural Rd Reseals	740,000	740,000	740,000	0	734,044	5,956
272	4078. Farram Lane Construction	0	0	0	0	1,045	(1,045)
273	4734. Muffet St Reconstruction	350,000	350,000	350,000	0	350,941	(941)
274	4861. Village Streets Initial Seal	40,000	0	0	0	0	0
275	4862. Village Streets Shoulder Initial Seal	40,000	0	0	0	0	0
276	4986. Local Sealed Road Heavy Patching	150,000	150,000	0	0	0	0
277	4987. Local Unsealed Roads Resheet	1,100,000	1,100,000	880,000	0	907,643	(27,643)
278	4988. R2R Urban Streets K&G Renewals	200,000	200,000	0	0	0	0
279	4989. Local Roads & Streets ARRB	125,000	125,000	0	0	0	0
280	5247. Moonan Brook Rd MR105 Seal & Upgrade	5,207,268	1,707,268	345,000	0	327,117	17,883
281	5261. MR62 Sophia Crk Bridge to Cuan Shearing	0	308,500	308,500	0	308,573	(73)
282	5290. Mount St Mdi K&G	0	18,000	18,000	0	68,897	(50,897)
283	5392. Culvert Subsidence	50,000	0	0	0	0	0
284	5407. Hunter Rd - Naracoote to Glenmore Brg	0	50,000	0	0	50,227	(50,227)
285	5409. Barrington Forest Rd - Initial Seal Stg1	2,500,000	140,000	35,000	0	71,483	(36,483)
286	5410. Barrington Forest Rd - Initial Seal Stg2	1,500,000	70,000	1,500	0	2,801	(1,301)
287	5525. K & G - Smith St Scone	0	0	0	0	1,458	(1,458)
288	5536. Pages Creek & Sargeants Gap Rds Upgrades	598,935	798,935	5,000	0	3,485	1,515
289	5540. RSP Glenbawn Rd - Shoulder Wide & Gdrail	500,000	0	0	0	0	0
290	5541. RSP Timor Rd - Shoulder Wide & Gdrail	272,520	0	0	0	0	0
291	5548. Hacketts Rd Merriwa	0	145,000	145,000	0	145,307	(307)
292	5549. Bow St (fr Blaxland St to MacCartney St)	160,000	160,000	20,000	0	19,225	775
293	5555. Victoria St Mdi - Rehabilitation	400,000	175,000	175,000	0	152,784	22,216
294	5556. Yarrandi Rd - Initial Design/Studies	84,000	84,000	20,000	0	20,800	(800)
295	5557. Middlebrook Rd - Initial Design/Studies	42,000	42,000	7,000	0	7,200	(200)
296	5559. Muffett Street Overpass Investigations	500,000	0	0	0	0	0
297	5582. K & G Stanstead Close Scone	0	0	0	0	60,498	(60,498)

UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
298	5816. R2R Aberdeen Public School Graeme St Upg	240,000	240,000	240,000	0	324,669	(84,669)
299	Total Roads - Local (Sealed, Unsealed & Urban)	14,459,723	6,763,703	3,450,000	0	3,665,533	(215,533)
300							
301	Transport Ancillaries						
302	0747. Bus Shelter Capital Works	20,000	0	0	0	0	0
303	0753. Town Revitalisation - Scone	8,727,000	1,300,000	391,050	0	358,958	32,092
304	0775. Regional Rd Guardrail Replacement	50,000	50,000	0	0	0	0
305	4079. Street Signs	12,500	12,500	0	0	0	0
306	4898. 133 Kelly Street Scone	0	0	0	0	32,919	(32,919)
307	5498. St Aubins St Town Square Green	100,000	1,000,000	0	0	0	0
308	Total Transport Ancillaries	8,909,500	2,362,500	391,050	0	391,877	(827)
309							
310	Total Transport & Communication	37,778,070	17,232,583	8,866,368	0	9,470,206	(603,838)
311							
312	Total General Fund	43,085,772	20,049,243	10,209,197	0	11,029,794	(820,597)
313							
314	Water Fund						
315	Water Supplies						
316	Merriwa/Cassilis Water						
317	2014. Mwa - Main Renewals/Replacements	333,000	453,000	448,705	0	455,505	(6,800)
318	2025. Mwa - Meter Replacements	9,000	5,000	3,706	0	3,692	14
319	4677. Mwa - Treatment Plant Minor Renewals	45,000	10,000	0	0	0	0
320	4678. Mwa/Cass - Minor Reservoir Repairs	30,000	0	0	0	0	0
321	4688. Mwa - Treatment Plant SCADA	23,100	23,100	0	0	0	0
322	5398. Mwa - New Mains/Main Extensions	85,866	370,866	370,866	0	371,162	(296)
323	Total Merriwa/Cassilis Water	525,966	861,966	823,277	0	830,359	(7,082)
324							

UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
325	Murrurundi Water						
326	2022. Scn/Mdi Pipeline	65,000	65,000	65,000	0	68,298	(3,298)
327	2026. Mdi - Meter Replacements	9,000	2,000	147	0	26	121
328	2071. Village Reticulation	600,000	200,000	15,000	0	15,595	(595)
329	4497. Electronic Key System Rosedale	0	0	0	0	420	(420)
330	4498. Reservoir repairs/replacement	8,000	0	0	0	0	0
331	5811. Mdi - Dam Safety Inspection	0	15,000	15,000	0	15,000	0
332	5397. Mdi - Main Renewals/Replacements	150,000	173,000	163,250	0	175,184	(11,934)
333	Total Murrurundi Water	832,000	455,000	258,397	0	274,522	(16,125)
334							
335	Scone/Aberdeen Water						
336	1105. Scn/Abn - Minor Reservoir Repairs	20,000	0	0	0	0	0
337	2027. Scn/Abn - Meter Replacements	55,000	30,000	20,807	0	20,720	87
338	2028. UV & Fluoride Implementation	1,400,000	30,000	2,500	0	2,502	(2)
339	2030. Scone WTP	0	0	0	0	2,009	(2,009)
340	4181. Telemetry Upgrade	255,000	20,000	0	0	0	0
341	4219. Scn/Abn - Main Renewals/ Replacements	925,000	545,000	286,616	0	167,376	119,240
342	4672. Abn - Replace High Tower Tank & Platform	269,813	0	0	0	0	0
343	4687. Abn - Raw Water Pump Station Upgrade	347,250	637,250	447,250	0	419,819	27,431
344	4757. Scn Valve & Hydrant Replacement	20,500	6,500	1,538	0	1,417	121
345	4783. Equipment Replacement	0	0	0	0	2,862	(2,862)
346	4794. IWCM - Water	237,496	35,000	22,496	0	22,557	(61)
347	4939. Scn/Abn - New Mains/Main Extensions	0	10,000	10,000	0	14,923	(4,923)
348	5330. Scn/Abn - Reservoir Cleaning & Inspect	41,000	0	0	0	0	0
349	5331. Scn/Abn - Drought Management Plan	70,000	10,000	3,000	0	2,965	35
350	5378. Scn - White Park Water Main Extension	0	0	0	0	837	(837)
351	5406. STM Rural Water Connections	24,000	6,000	1,996	0	2,317	(321)

**UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023**

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
352	5510. Scn- Moobi Rd Water Booster Pump Station	255,000	0	0	0	0	0
353	5565. MDI - Dam Pump Renewal/Replacements	0	33,000	16,500	0	16,424	76
354	Total Scone/Aberdeen Water	3,920,059	1,362,750	812,703	0	676,728	135,975
355							
356	Total Water Supplies	5,278,025	2,679,716	1,894,377	0	1,781,609	112,768
357							
358	Total Water Fund	5,278,025	2,679,716	1,894,377	0	1,781,609	112,768
359							
360	Sewer Fund						
361	Sewerage Services						
362	Merriwa Sewerage						
363	1162. Mwa -Sewer Relining	199,609	199,609	117,479	0	0	117,479
364	4465. Mwa - Manhole replace/improvement	60,000	0	0	0	0	0
365	4466. Mwa - STP Renewals	268,197	8,197	2,458	0	2,417	41
366	4468. Mwa - Main Renewals/Replacements	50,000	10,000	3,963	0	3,571	392
367	4572. Cassilis Sewer Scheme	60,000	7,000	7,000	0	7,104	(104)
368	5328. Mwa - Recycled Water Scheme	33,200	33,200	11,000	0	28,847	(17,847)
369	5379. Mwa - STP Cleaning Polishing Ponds	1,299,697	549,697	118,304	0	36,459	81,845
370	Total Merriwa Sewerage	1,970,703	807,703	260,204	0	78,398	181,806
371							
372	Murrurundi Sewerage						
373	3017. Mdi - STP Renewals	20,000	0	0	0	0	0
374	4423. Mdi - Main Renewals/Replacement	50,000	0	0	0	0	0
375	4469. Mdi - Manhole Renewals & Replacements	10,000	0	0	0	0	0
376	4536. Mdi - Sewer Relining	100,000	100,000	44,664	0	0	44,664
377	Total Murrurundi Sewerage	180,000	0	0	0	0	44,664
378			0	0			

**UPPER HUNTER SHIRE COUNCIL
DETAILED CAPITAL WORKS EXPENDITURE
Year to Date March 2023**

Line Number		EXPENDITURE					
		Original Budget	Revised Budget	YTD Budget	Requested vote	YTD Actuals	\$ Var
379	Scone/Aberdeen Sewerage		0	0			
380	3016. Scn - STP Renewals	50,000	50,000	39,772	0	0	39,772
381	4400. Abn - STP Renewals	25,000	25,000	20,963	0	16,620	4,343
382	4473. Scn/Abn - Sewer Relining	513,589	253,589	300,290	0	1,079	299,211
383	4475. Scn - Manhole Replacements/Improvements	125,000	125,000	68,269	0	0	68,269
384	4476. Scn/Abn - Mains Renewals/Replacements	180,000	180,000	154,425	0	0	154,425
385	4480. Scn - Moobi Rd SPS Upgrade Pump Station	20,000	20,000	20,000	0	0	20,000
386	4794. IWCM - Sewer	227,496	30,000	7,000	0	22,557	(15,557)
387	4856. Sewer Pump Station Renewals	0	4,000	4,000	0	3,949	51
388	4858. Scn/Abn - SPS Renewals	65,000	65,000	56,918	0	0	56,918
389	5449. Scn/Abn SPS Telemetry Upgrades	0	6,000	6,000	0	5,600	400
390	5232. Telemetry Upgrade Scone Airport SPS7	180,000	0	0	0	0	0
391	Total Scone/Aberdeen Sewerage	1,386,085	758,589	677,637	0	49,805	627,832
392							
393	Total Sewerage Services	3,536,788	1,666,292	982,505	0	128,203	854,302
394							
395	Total Sewer Fund	3,536,788	1,666,292	982,505	0	128,203	854,302
396							
397	OVERALL TOTAL	51,900,585	24,395,251	13,086,079	0	12,939,606	146,473

Corporate & Community Services

CORP.05.2

OPERATIONAL REPORT

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Acting Director Corporate & Community Services

PURPOSE

Council, through the Corporate Services Committee, is provided with detailed financial and operational data on a monthly basis. This included comments from staff on budget variations and any proposed changes to budgets.

RECOMMENDATION

That the Committee:

1. note the comments on the budget review by the managers/budget holders; and
2. adopt the requested variations as detailed in the budget review.

BACKGROUND

The budget review provides a detailed view of the budget year to date, with proposed variations and previously approved variations to the original budget together with the effect of those variations on the revised end of year position, by both fund and activity.

The comments by managers/budget holders provide details of any variances and proposed votes.

The operational and performance reports provide details on performance indicators and progress for the month and year to date, for each function/activity.

The capital works review provides details of the source and application of funds for the capital works program as detailed in the budget review and operational report to the Infrastructure Services Committee, each month. It provides details of whether or not Council's Capital Works Program is on track.

REPORT/PROPOSAL

The operational reports provide Council with an opportunity to review the monthly and year to date variations to the original budget and the effect on the delivery of Council's operational plan for the budget year.

The resolution to vote the requested variation authorises the changes to the original and amended year to date budget and operational plan.

The comments to the requested variation include any year to date impact as well as end of year.



Corporate & Community Services

Councillor Attendance

At it's meeting on 27 February 2023, Council resolved to include Councillor attendance of briefings, Council meetings and Council Committee meetings as well as LG Hub activity in the quarterly KPI report at the Corporate Services Committee meetings. The information is provided below:

Attendance Record – 1/1/2023 to 31/3/2023

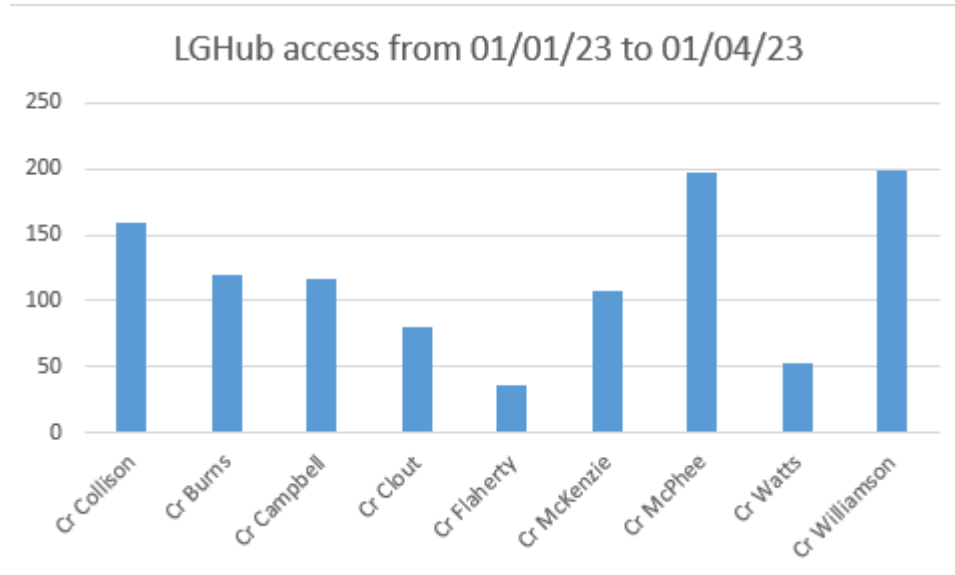
2023	Cr Collison	Cr Burns	Cr Campbell	Cr Clout	Cr Flaherty	Cr McKenzie	Cr McPhee	Cr Watts	Cr Williamson
Ordinary Council Meetings									
Monday, 30 January 2023	✓	X	✓	✓	✓	✓	✓	✓	✓
Monday, 27 February 2023	✓	✓	✓	✓	X	✓	✓	✓	✓
Monday, 27 March 2023	✓	✓	✓	✓	✓	✓	✓	✓	X
Council Briefing Session - prior to Council Meetings									
Monday, 30 January 2023	✓	X	✓	✓	X	✓	✓	✓	✓
Monday, 27 February 2023	✓	✓	✓	✓	X	✓	✓	✓	✓
Monday, 27 March 2023	✓	✓	✓	✓	X	✓	✓	✓	✓
Environmental & Community Services Committee Members: Crs Watts, McPhee, Flaherty & Campbell									
Tuesday, 14 February 2023	✓		✓		✓		✓	✓	
Tuesday, 14 March 2023	✓		✓		✓		✓	✓	
Infrastructure Services Committee Members: Crs Campbell, Collison, McPhee, Clout									
Tuesday, 14 February 2023	✓		✓	✓			✓		
Tuesday, 14 March 2023	✓		✓	✓			✓		
Corporate Services Committee Members: Crs Burns, McKenzie, Flaherty & Williamson									
Friday, 17 February 2023		✓			✓	✓			✓
Friday, 17 March 2023		✓			✓	✓			✓

Legend:

✓	In attendance
✓	In attendance (non-committee member)
X	Not in attendance

Corporate & Community Services

LGHub Access



OPTIONS

1. To seek clarification of the data presented.
2. To accept, reject or modify the recommendations.

CONSULTATION

Annual community consultation is undertaken with the community in regard to the Delivery Program & Operational Plan during March to June each year.

STRATEGIC LINKS

a. Community Strategic Plan 2027

This report links to all aspects of the Community Strategic Plan 2027.

The Finance Committee is working to achieve all of the Community Priorities.

b. Delivery Program

The Delivery Program forms the basis of the original budget shown in the Finance Report. The report is reviewed by staff and the Finance Committee on a monthly basis and changes made where deemed appropriate.

c. Other Plans

Council's Finance Reports have links to various other plans.

IMPLICATIONS

a. Policy and Procedural Implications

Council's Finance Reports have links to various Policies and Procedures.

b. Financial Implications

As per monthly report.



Corporate & Community Services

c. Legislative Implications

Council is required to report against its progress on its Delivery Plan on a quarterly basis. Council undertakes this reporting on a monthly basis.

d. Risk Implications

Nil

e. Other Implications

Nil

CONCLUSION

Adequate and acceptable explanations are provided on budget variations and progress of works.

ATTACHMENTS

- 1 [↓](#) Services Operations Report - March 2023

**Services Report
March 2023
(75% of financial Year Complete)**

**Administration
Asset Management**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	(536)	0	536	0%	(74,000)	(21,000)	0	(95,000)	1%	
0140. Contributions	0	0	0	0%	(51,800)	0	0	(51,800)	0%	
Operating Revenue	(536)	0	536	0%	(125,800)	(21,000)	0	(146,800)	0%	
Non Operating Revenue										
6004. Cont from Water/Waste/Sewer	(36,234)	(36,225)	9	100%	(48,321)	0	0	(48,321)	75%	
Non Operating Revenue	(36,234)	(36,225)	9	100%	(48,321)	0	0	(48,321)	75%	
Operating Expenditure										
0301. Administration Costs	280,054	333,313	53,259	84%	454,923	0	0	454,923	62%	YTD: Under budget in salaries to date due to staff extended leave taken. EOY: No change
0350. General Expenses	12,900	20,322	7,422	63%	36,500	0	0	36,500	35%	YTD: Under budget in contractor costs to date. EOY: No change
0438. Road Safety - Spot Joe Rider	3,784	4,200	416	90%	4,200	0	0	4,200	90%	
0439. Road Safety - Safer Motorcycle Routes	33	0	(33)	0%	1,500	0	0	1,500	2%	
0443. Road Safety - K-6 Bicycle Workshops	2,588	1,000	(1,588)	259%	1,000	0	0	1,000	259%	YTD: Road safety programs continuing. EOY: No change.
0446. Road Safety Officer	85,607	87,154	1,547	98%	119,200	0	0	119,200	72%	
0447. Upper Hunter, Local Rds, Speed Project	22,648	22,500	(148)	101%	1,500	21,000	0	22,500	101%	
0449. Road Safety - Fatigue, Free Cuppa	288	0	(288)	0%	4,200	0	0	4,200	7%	
0453. Road Safety - Safety Around Schools	1,136	500	(636)	227%	1,000	0	0	1,000	114%	
0457. Road Safety - Helping Learner Driver	129	0	(129)	0%	2,400	0	0	2,400	5%	
0459. Road Safety - Safer Shift Workers	636	1,050	414	61%	4,200	0	0	4,200	15%	
0980. Administration Overheads	(342,243)	(342,243)	0	100%	(456,502)	0	0	(456,502)	75%	
Operating Expenditure	67,560	127,796	60,236	53%	174,121	21,000	0	195,121	836%	
Asset Management	30,790	91,571	60,781	34%	0	0	0	0	912%	

**Services Report
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(75% of financial Year Complete)**


**Administration
Communications**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Expenditure										
0301. Administration Costs	114,761	168,879	54,118	68%	238,460	(2,454)	0	236,006	49%	YTD: Under budget in salaries to date due to staff vacancies. EOY: No change.
0350. General Expenses	9,406	5,685	(3,721)	165%	11,580	0	0	11,580	81%	YTD: Increased costs for additional software purchases/licences to date. EOY: No change.
0467. Newsletters	0	1,500	1,500	0%	2,000	0	0	2,000	0%	YTD: No costs incurred for newsletters to date. EOY: No change.
0980. Administration Overheads	(188,955)	(188,955)	0	100%	(252,040)	0	0	(252,040)	75%	
Operating Expenditure	(64,788)	(12,891)	51,897	503%	0	(2,454)	0	(2,454)	0%	
Capital Expenditure										
5502. Design Specific Computer	2,454	2,454	0	100%	0	2,454	0	2,454	0%	
Capital Expenditure	2,454	2,454	0	0%	0	2,454	0	2,454	0%	
Communications	(62,334)	(10,437)	51,897	597%	0	0	0	0	0%	

UHSC KPI REPORT

Administration - Communications

KPI: Number of proactive media releases and news updates distributed to media outputs

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	105.00	99.00	

**Services Report
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**Administration
Corporate Services**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Expenditure										
0301. Administration Costs	96,724	180,072	83,348	54%	250,409	0	0	250,409	39%	YTD: Under budget in salaries to date due to staff vacancy. EOY: No change.
0303. Governance & Risk Management	137	0	(137)	0%	0	0	0	0	0%	
0350. General Expenses	2,159	2,375	216	91%	7,500	0	0	7,500	29%	
0464. Corporate Planning	2,392	0	(2,392)	0%	0	0	0	0	0%	YTD: Costs incurred for finalisation of CSP documentation. EOY: No change.
0980. Administration Overheads	(129,627)	(129,627)	0	100%	(172,909)	0	0	(172,909)	75%	
0989. Efficiency Gains	0	0	0	0%	(85,000)	0	0	(85,000)	0%	
Operating Expenditure	(28,215)	52,820	81,035	(53%)	0	0	0	0	0%	
Corporate Services	(28,215)	52,820	81,035	(53%)	0	0	0	0	0%	

**Services Report
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**Administration
Customer Service**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0130. Other Income	(48,198)	(57,854)	(9,656)	83%	(74,500)	0	0	(74,500)	65%	YTD: Reimbursement for NSW training invoiced in May 2023. EOY: No change.
Operating Revenue	(48,198)	(57,854)	(9,656)	83%	(74,500)	0	0	(74,500)	65%	
Operating Expenditure										
0301. Administration Costs	391,341	378,421	(12,920)	103%	518,054	0	0	518,054	76%	YTD: Over budget in salaries to date with customer service roles in Merriwa back filled due to Transport for NSW training requirements. EOY: No change
0980. Administration Overheads	(332,532)	(332,532)	0	100%	(443,554)	0	0	(443,554)	75%	
Operating Expenditure	58,809	45,889	(12,920)	128%	74,500	0	0	74,500	79%	
Customer Service	10,611	(11,965)	(22,576)	(89%)	0	0	0	0	0%	

UHSC KPI REPORT

Administration - Customer Service

KPI: Median response time for correspondence requiring action and response (days)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	Days	14.00	10.00	Below target for March, 121 enquiries were responded to in the period.

**Services Report
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**Administration
Depot Operations**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(45,228)	(45,000)	228	101%	(53,000)	0	0	(53,000)	85%	
Operating Revenue	(45,228)	(45,000)	228	101%	(53,000)	0	0	(53,000)	85%	
Non Operating Revenue										
0920. Depreciation	(78,093)	(78,093)	0	100%	(104,171)	0	0	(104,171)	75%	
6008. F-19016.8514.6383 Fleet Replacement	(37,485)	(37,485)	0	100%	(50,000)	0	0	(50,000)	75%	
Non Operating Revenue	(115,578)	(115,578)	0	100%	(154,171)	0	0	(154,171)	75%	
Operating Expenditure										
0350. General Expenses	1,236	0	(1,236)	0%	0	0	0	0	0%	YTD: Reallocation of costs to be completed.
0351. Trade Waste Operations	2,620	9,000	6,380	29%	15,000	0	0	15,000	17%	YTD: Lower than expected trade waste costs to date. EOY: no change.
0415. Utilities	43,708	40,125	(3,583)	109%	56,000	0	0	56,000	78%	YTD: Lower than expected electricity and water usage charges to date. EOY: No change.
0425. Cleaning Costs	34,270	32,690	(1,580)	105%	44,000	0	0	44,000	78%	YTD: Higher than expected contract cleaning costs to date. EOY: No change.
0530. Building Maintenance	31,653	29,582	(2,071)	107%	40,000	0	0	40,000	79%	YTD: Higher than expected maintenance required to date. EOY: No change.
0680. Depreciation	78,093	78,093	0	100%	104,171	0	0	104,171	75%	
0980. Administration Overheads	(80,217)	(80,217)	0	100%	(107,000)	0	0	(107,000)	75%	
0995. Radio Towers & 2 Way Radio	4,710	10,000	5,290	47%	20,000	0	0	20,000	24%	YTD: Lower than expected radio maintenance required to date. EOY: No change.
Operating Expenditure	116,073	119,273	3,200	97%	172,171	0	0	172,171	67%	
Capital Expenditure										
1200. Scn Depot Yard Upgrades	2,803	2,750	(53)	102%	20,000	0	0	20,000	14%	
4206. Merriwa Depot Upgrade	0	0	0	0%	15,000	0	0	15,000	0%	
4328. Groundwater Wells & Tank Remediation	500	0	(500)	0%	0	0	0	0	0%	
Capital Expenditure	3,303	2,750	(553)	0%	35,000	0	0	35,000	9%	
Depot Operations	(41,430)	(38,555)	2,875	107%	0	0	0	0	0%	

Services Report
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Administration
Financial Services

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(269)	(1,125)	(856)	24%	(1,500)	0	0	(1,500)	18%	
0130. Other Income	(2,479)	(900)	1,579	275%	(1,200)	0	0	(1,200)	207%	YTD: NSW Election hire of administration building. EOY: No change.
Operating Revenue	(2,748)	(2,025)	723	136%	(2,700)	0	0	(2,700)	102%	
Non Operating Revenue										
0920. Depreciation	(188,973)	(188,973)	0	100%	(252,064)	0	0	(252,064)	75%	
6002. F-19016.8514.6373 Council Admin	(7,500)	(7,500)	0	100%	(10,000)	0	0	(10,000)	75%	
6003. F-19016.8523.6445 Special Projects	(37,485)	(37,485)	0	100%	(50,000)	0	0	(50,000)	75%	
6004. Cont from Water/Waste/Sewer	(71,190)	(71,226)	(36)	100%	(95,000)	0	0	(95,000)	75%	
6222. F-19016.8514.6372 Office Equipment	(10,000)	(10,000)	0	100%	0	(10,000)	0	(10,000)	100%	
6280. Surplus Dividend from Water Fund	0	0	0	0%	(15,000)	0	0	(15,000)	0%	
6281. Surplus Dividend from Sewer Fund	0	0	0	0%	(15,000)	0	0	(15,000)	0%	
Non Operating Revenue	(315,148)	(315,184)	(36)	100%	(437,064)	(10,000)	0	(447,064)	70%	
Operating Expenditure										
0301. Administration Costs	133,162	247,651	114,489	54%	339,023	0	0	339,023	39%	YTD: Under budget in salaries to date with current vacancies to be filled. EOY: No change at present.
0308. Payroll Group	127,241	138,242	11,001	92%	188,074	0	0	188,074	68%	YTD: Under budget in salaries to date. EOY: No change.
0350. General Expenses	93,248	100,955	7,707	92%	136,480	0	0	136,480	68%	YTD: Lower than expected stationery & printing costs to date. EOY: No change.
0380. Bank Charges	62,718	52,479	(10,239)	120%	70,000	0	0	70,000	90%	YTD: Higher than expected bank fees to date. Costs to be reviewed. EOY: No change at present.
0396. Scn Admin Centre Loan -NAB - Int	69,571	70,278	707	99%	93,189	0	0	93,189	75%	
0415. Utilities	67,975	54,156	(13,819)	126%	109,500	0	0	109,500	62%	YTD: Higher than expected electricity charges to date. EOY: No change at present.
0425. Cleaning Costs	62,605	55,352	(7,253)	113%	81,000	0	0	81,000	77%	YTD: Higher than expected contract cleaning costs to date. EOY: No change.
0527. Administration Centres Exp	56,717	48,476	(8,241)	117%	67,000	0	0	67,000	85%	YTD: Lower than expected maintenance required at Admin Centres to date. EOY: No change.
0605. Fringe Benefits Tax	20,806	21,000	194	0%	50,000	0	0	50,000	42%	
0680. Depreciation	189,027	188,973	(54)	100%	252,064	0	0	252,064	75%	
0980. Administration Overheads	(890,514)	(890,514)	0	100%	(1,187,825)	0	0	(1,187,825)	75%	
Operating Expenditure	(7,444)	87,048	94,492	(9%)	198,505	0	0	198,505	(4%)	
Non Operating Expenditure										
0396. Scn Admin Centre Loan -NAB - Princ	136,265	135,480	(785)	101%	181,259	0	0	181,259	75%	
7148. T-19016.8514.6377 Provision for ELE	37,485	37,485	0	100%	50,000	0	0	50,000	75%	
Non Operating Expenditure	173,750	172,965	(785)	100%	231,259	0	0	231,259	75%	
Capital Expenditure										
0727. Admin Capital Works - Scn	0	0	0	0%	10,000	(4,250)	0	5,750	0%	
4578. Scn Small Furnishings & Equipment	15,348	14,250	(1,098)	108%	0	14,250	0	14,250	108%	
Capital Expenditure	15,348	14,250	(1,098)	108%	10,000	10,000	0	20,000	77%	
Financial Services	(136,242)	(42,946)	93,296	317%	0	0	0	0	#DIV/0!	

UHSC KPI REPORT


Administration - Financial Services

KPI: Investment Report to Council

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	1.00	1.00	Investment summary tabled at Corporate Services Committee meeting

Administration - Financial Services

KPI: Monthly operating results to budget reported to Council

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	7.00	8.00	Financial Summary of operating results tabled at Corporate Services Committee meeting

Services Report
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Administration
Fleet Management

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0130. Other Income	(65,481)	(73,304)	2,177	55%	(110,000)	0	0	(110,000)	60%	YTD: Lower than expected diesel fuel rebates received to date. EOY: No change.
0951. Proceeds sale of Plant & Equipment	(35,892)	(36,000)	(108)	100%	(799,000)	0	0	(799,000)	4%	
Operating Revenue	(101,373)	(109,304)	2,069	93%	(909,000)	0	0	(909,000)	64%	
Non Operating Revenue										
0920. Depreciation	(1,258,101)	(1,258,101)	0	100%	(1,678,135)	0	0	(1,678,135)	75%	
0975. Fleet Hire Recovery (Internal)	(2,656,186)	(3,000,000)	(343,814)	89%	(4,800,000)	0	0	(4,800,000)	55%	YTD: Lower than expected internal fleet hire charges to date. Review to year end to be completed. EOY: No change.
6008. F-19016.8514.6383 Fleet Replacement	(236,173)	(236,173)	0	100%	(81,592)	(175,000)	0	(256,592)	92%	
Non Operating Revenue	(4,150,460)	(4,494,274)	(343,814)	92%	(6,559,727)	(175,000)	0	(6,734,727)	222%	
Operating Expenditure										
0301. Administration Costs	22,340	19,855	(2,485)	113%	27,168	0	0	27,168	82%	YTD: Over budget in salaries to date. EOY: No change.
0305. Plant Expenses	1,003,861	1,037,648	33,787	97%	1,825,636	0	0	1,825,636	55%	YTD: Relatively consistent to date. EOY: No change.
0310. Staff Training	13,899	30,000	16,101	46%	40,000	0	0	40,000	35%	YTD: Lower than expected training costs to date. EOY: No change.
0410. Insurance	239,676	240,000	324	100%	280,000	0	0	280,000	86%	
0641. Fuel	570,574	612,259	41,685	93%	825,000	0	0	825,000	69%	YTD: Lower than expected fuel due to lower fleet utilisation to date. EOY: No change.
0642. Supervision	22,099	53,192	31,093	42%	74,091	0	0	74,091	30%	YTD: Lower than expected wages with fleet co-ordinator working on the workshop floor. EOY: No change.
0643. Electricity	3,078	5,250	2,172	59%	7,000	0	0	7,000	44%	YTD: Lower than expected due to timing of electricity invoicing. EOY: No change.
0644. Telephone	486	5,400	4,914	9%	7,200	0	0	7,200	7%	YTD: Lower than expected due to timing of telephone invoicing. EOY: No change.
0645. Registration	91,084	90,000	(1,084)	101%	165,000	0	0	165,000	55%	
0680. Depreciation	1,258,101	1,258,101	0	100%	1,678,135	0	0	1,678,135	75%	
0980. Administration Overheads	198,297	198,297	0	100%	264,497	0	0	264,497	75%	
Operating Expenditure	3,423,495	3,550,002	126,507	96%	5,193,727	0	0	5,193,727	66%	
Non Operating Expenditure										
7003. T-19016.8523.6445 Special Projects	1,499,400	1,499,400	0	100%	2,000,000	0	0	2,000,000	75%	
7269. Cont to UH Sustainability	18,738	18,738	0	100%	25,000	0	0	25,000	75%	
Non Operating Expenditure	1,518,138	1,518,138	0	100%	2,025,000	0	0	2,025,000	75%	
Capital Expenditure										
4133. 1.Plant Purchases Capital Expenditure	429,356	425,000	(4,356)	101%	250,000	175,000	0	425,000	101%	YTD: Relatively consistent to date. EOY: No change.
Capital Expenditure	429,356	425,000	(4,356)	101%	250,000	175,000	0	425,000	101%	
Fleet Management	1,119,156	889,562	(219,594)	126%	0	0	0	0	0%	

UHSC KPI REPORT


Administration - Fleet Services

KPI: Fleet vehicles servicing undertaken within 28 days or 5,000 km's of manufacturers specification

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	95.00	95.00	Meeting required target for fleet vehicle servicing specifications

Administration - Fleet Services

KPI: Percentage of Plant replacement achieved according to the plant replacement schedule

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	80.00	100.00	Meeting YTD Fleet replacement schedule

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**Administration
General Management**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Expenditure										
0301. Administration - Salaries & Oncosts	249,000	246,773	(2,227)	101%	337,693	0	0	337,693	74%	YTD: Over budget in salaries to date. EOY: No change.
0350. General Expenses	19,817	6,700	(13,117)	296%	11,100	0	0	11,100	179%	YTD: Higher than expected consultant costs required to date. EOY: No change at present.
0980. Administration Overheads	(261,486)	(261,486)	0	100%	(348,793)	0	0	(348,793)	75%	
Operating Expenditure	7,331	(8,013)	(15,344)	(91%)	0	0	0	0	0%	
General Management	7,331	(8,013)	(15,344)	(91%)	0	0	0	0	0%	

UHSC KPI REPORT

Administration - General Management

KPI: Compliance with Integrated Planning and Reporting (IP&R) requirements

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	100.00	100.00	Meeting requirements of IP&R

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**Administration
Governance & Risk**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Non Operating Revenue										
6004. Cont from Water/Waste/Sewer	0	0	0	0%	(20,000)	0	0	(20,000)	0%	
Non Operating Revenue	0	0	0	0%	(20,000)	0	0	(20,000)	0%	
Operating Expenditure										
0301. Administration Costs	92,372	90,385	(1,987)	102%	123,543	0	0	123,543	75%	YTD: Over budget in salaries to date. EOY: No change.
0350. General Expenses	10,100	10,270	170	98%	10,360	0	0	10,360	97%	
0360. Audit Services	5,400	6,000	600	90%	98,000	0	0	98,000	6%	
0410. Insurance	339,697	335,000	(4,697)	101%	335,000	0	0	335,000	101%	YTD: Slightly higher than expected annual comprehensive insurance premium noted. EOY: No change at present.
0980. Administration Overheads	(410,013)	(410,013)	0	100%	(546,903)	0	0	(546,903)	75%	
Operating Expenditure	37,556	31,642	(5,914)	119%	20,000	0	0	20,000	188%	
Governance & Risk	37,556	31,642	(5,914)	119%	0	0	0	0	0%	

UHSC KPI REPORT

Administration - Governance & Risk

KPI: Audit, Risk and Improvement Committee Meetings

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	3.00	3.00	Meeting held on 20 March 2023

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**Administration
Human Resources**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	0	(7,500)	(7,500)	0%	(30,000)	0	0	(30,000)	0%	YTD: Lower than expected trainee subsidies to date. EOY: No change.
0125. Reimbursements	0	0	0	0%	(5,000)	0	0	(5,000)	0%	
0130. Other Income	(58,073)	(60,000)	(1,927)	97%	(60,000)	0	0	(60,000)	97%	YTD: Lower than expected WHS insurance incentive received. EOY: No change.
Operating Revenue	(58,073)	(67,500)	(9,427)	86%	(95,000)	0	0	(95,000)	61%	
Non Operating Revenue										
6176. Cont from Oncosts - RTW Co-ordinator	(45,000)	(44,982)	18	100%	(60,000)	0	0	(60,000)	75%	
Non Operating Revenue	(45,000)	(44,982)	18	100%	(60,000)	0	0	(60,000)	75%	
Operating Expenditure										
0301. Administration Costs	258,813	271,262	12,449	95%	372,479	0	0	372,479	69%	YTD: Lower than expected salaries to date. EOY: No change.
0320. Trainee Costs	30,117	92,018	61,901	33%	127,497	0	0	127,497	24%	YTD: Lower than expected due to some trainee positions vacant at present. EOY: No change.
0325. Workplace Health & Safety/Return to	129,738	135,748	6,010	96%	191,832	0	0	191,832	68%	YTD: Lower than expected salaries and EAP consulting required to date. EOY: No change.
0350. General Expenses	28,661	20,686	(7,975)	139%	29,750	0	0	29,750	96%	YTD: Higher than expected subscription costs to date. EOY: No change.
0693. HR Projects	43,400	36,500	(6,900)	119%	42,000	0	0	42,000	103%	YTD: Higher than expected software licence for HR hub to date. EOY: No change.
0694. Additional Costs for Health Risks	119	0	(119)	0%	0	0	0	0	0%	
0980. Administration Overheads	(456,237)	(456,237)	0	100%	(608,558)	0	0	(608,558)	75%	
Operating Expenditure	34,611	99,977	65,366	35%	155,000	0	0	155,000	22%	
Human Resources	(68,462)	(12,505)	55,957	547%	0	0	0	0	0%	

UHSC KPI REPORT

Administration - Human Resources

KPI: Annual Employee turnover percentage, as reported Quarterly

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 AMBER	%	11.25	11.85	

**Services Report
March 2023
(75% of financial Year Complete)**

**Administration
Information Services**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(865)	0	865	0%	0	0	0	0	0%	
0130. Other Income	(4,865)	(2,250)	2,615	216%	(3,000)	0	0	(3,000)	162%	YTD: Increased fees for GIPA searches to date. EOY: No change.
Operating Revenue	(6,730)	(2,250)	3,480	255%	(3,000)	0	0	(3,000)	162%	
Non Operating Revenue										
6010. F-19016.8514.6378 Information	(10,000)	(10,000)	0	100%	(57,000)	47,000	0	(10,000)	100%	
Non Operating Revenue	(10,000)	(10,000)	0	100%	(57,000)	47,000	0	(10,000)	100%	
Operating Expenditure										
0301. Administration Costs	332,587	325,548	(7,039)	102%	446,355	0	0	446,355	75%	YTD: Over budget in salaries to date. EOY: No change.
0302. Records Management	267,079	255,625	(11,454)	104%	409,038	0	0	409,038	65%	YTD: Over budget due to timing of software licence costs which is off-set by lower than expected postage costs to date. EOY: No change.
0355. Information Systems Management	524,245	502,783	(21,462)	104%	638,061	0	0	638,061	82%	YTD: Increased level of consultant support required to date. EOY: No change.
0356. Communications Management	137,591	183,704	46,113	75%	275,666	0	0	275,666	50%	YTD: Lower than expected internet costs to date. EOY: No change.
0980. Administration Overheads	(1,324,062)	(1,324,062)	0	100%	(1,766,120)	0	0	(1,766,120)	75%	
Operating Expenditure	(62,560)	(56,402)	6,158	111%	3,000	0	0	3,000	(2,085%)	
Capital Expenditure										
2048. Projectors & screen	0	0	0	0%	22,000	(22,000)	0	0	#DIV/0!	
2058. Network computer equipment upgrade	5,540	5,000	(540)	111%	35,000	(25,000)	0	10,000	55%	
Capital Expenditure	5,540	5,000	(540)	111%	57,000	(47,000)	0	10,000	55%	
Information Services	(72,750)	(63,652)	9,098	114%	0	0	0	0	0%	

UHSC KPI REPORT

Administration - Information Services

KPI: Facilitate ICT steering Committee Meeting Annually

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	2.00	2.00	Once budget is developed and finalised will hold meeting for review. two meetings to be held in June 2023 Quarter.

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**Administration
Infrastructure Support**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Expenditure										
0301. Administration Costs	182,106	192,476	10,370	95%	262,603	0	0	262,603	69%	YTD: Lower than expected salaries to date due to staff vacancies. EOY: No change at present.
0350. General Expenses	2,386	5,400	3,014	44%	9,600	0	0	9,600	25%	YTD: Lower than expected subscriptions and small equipment purchases to date. EOY: No change.
0980. Administration Overheads	(204,075)	(204,075)	0	100%	(272,203)	0	0	(272,203)	75%	
Operating Expenditure	(19,583)	(6,199)	13,384	316%	0	0	0	0	0%	
Infrastructure Support	(19,583)	(6,199)	13,384	316%	0	0	0	0	0%	

UHSC KPI REPORT

Administration - Operational Support Services

KPI: Completed cemetery register review

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Dec-22	 GREEN	%	100.00	100.00	Register is up to date

**Services Report
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**Administration
Revenue Services**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(67,688)	(85,797)	(18,109)	79%	(122,500)	0	0	(122,500)	55%	YTD: Lower than expected debt recovery revenue to date. EOY: No change.
0130. Other Income	(8,042)	(6,000)	2,042	134%	(12,000)	0	0	(12,000)	67%	
Operating Revenue	(75,730)	(91,797)	(16,067)	82%	(134,500)	0	0	(134,500)	56%	
Non Operating Revenue										
6004. Cont from Water/Waste/Sewer	(33,320)	(37,485)	(4,165)	89%	(50,000)	0	0	(50,000)	67%	
Non Operating Revenue	(33,320)	(37,485)	(4,165)	89%	(50,000)	0	0	(50,000)	67%	
Operating Expenditure										
0301. Administration Costs	143,746	145,712	1,966	99%	200,974	0	0	200,974	72%	YTD: Over budget in salaries to date. EOY: No change.
0350. General Expenses	80,150	77,725	(2,425)	103%	82,300	0	0	82,300	97%	
0365. Legal & Debt Recovery Costs	36,718	48,312	11,594	76%	72,500	0	0	72,500	51%	YTD: Higher than expected printing costs to date. EOY: No change.
0980. Administration Overheads	(128,403)	(128,403)	0	100%	(171,274)	0	0	(171,274)	75%	
Operating Expenditure	132,211	143,346	11,135	92%	184,500	0	0	184,500	72%	
Revenue Services	23,161	14,064	(9,097)	165%	0	0	0	0	0%	

UHSC KPI REPORT


Administration - Revenue Services

KPI: Average days per quarterly water billing cycle

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	Days	95.00	91.00	Average days of billing within target threshold


Administration - Revenue Services

KPI: Rates follow-up work undertaken promptly to ensure minimum outstanding at year end

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	10.00	4.39	Rates % outstanding meeting requirement

Administration - Revenue Services

KPI: Value of unarranged Accounts Receivable greater than 90 days

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	\$	200,000.00	305,574.00	Current balance increased due to large s.94 contribution from quarry owner. Further action to be taken for recovery. Achieving target with this amount outstanding by year end will not be successful.

Services Report
March 2023
 (75% of financial Year Complete)


Administration
Stores/Purchasing Services

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0130. Other Income	0	0	0	0%	(5,000)	0	0	(5,000)	0%	
Operating Revenue	0	0	0	0%	(5,000)	0	0	(5,000)	0%	
Operating Expenditure										
0301. Administration Costs	102,719	114,275	11,556	90%	158,764	0	0	158,764	65%	YTD: Lower than expected salaries to date. EOY: No change.
0350. General Expenses	21,186	19,750	(1,436)	107%	27,250	0	0	27,250	78%	YTD: Higher than expected software licences to date. EOY: No change.
0980. Administration Overheads	(139,455)	(139,455)	0	100%	(186,014)	0	0	(186,014)	75%	
Operating Expenditure	(15,550)	(5,430)	10,120	286%	0	0	0	0	0%	
Capital Expenditure										
4013. Upgrade Storage Facilities	0	0	0	0%	5,000	0	0	5,000	0%	YTD: No storage upgrade required to date. EOY: No change.
Capital Expenditure	0	0	0	0%	5,000	0	0	5,000	0%	
Stores/Purchasing Services	(15,550)	(5,430)	10,120	286%	0	0	0	0	0%	

UHSC KPI REPORT


Administration - Store / Purchasing Services

KPI: Maximum value of Stock on Hand (Stores)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	\$	820,000.00	935,819.00	Stock levels still above recommended levels. Current levels being reviewed in order to reduce holding to acceptable level. It is noted that part of the issue with stock levels values have been exacerbated by the increase in material costs over the last 12 months. Current levels being reviewed in order to reduce holding to acceptable level however it is not expected that the levels will reduce to the target value by year end.


Administration - Store / Purchasing Services

KPI: Percentage of stock lines with variances at Stocktake (Stores)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	10.00	8.45	Stocktake held in January 2023

Administration - Store / Purchasing Services

KPI: Stocktakes completed during year (Stores)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	0.00	0.00	1st stocktake for year undertaken in January 2023

**Services Report
March 2023
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**Administration
Sustainability**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0130. Other Income	(18,400)	(16,632)	1,768	111%	(22,174)	0	0	(22,174)	83%	YTD: Higher carbon bank rebates received to date. EOY: No change.
Operating Revenue	(18,400)	(16,632)	1,768	111%	(22,174)	0	0	(22,174)	83%	
Non Operating Revenue										
6004. Cont from Water/Waste/Sewer	(74,961)	(74,970)	(9)	100%	(100,000)	0	0	(100,000)	75%	
Non Operating Revenue	(74,961)	(74,970)	(9)	100%	(100,000)	0	0	(100,000)	75%	
Operating Expenditure										
0301. Administration Costs	38,635	63,124	24,489	61%	86,400	0	0	86,400	45%	YTD: Lower than expected salaries to date due to staff vacancies. EOY: No change.
0350. General Expenses	3,118	5,850	2,732	53%	21,200	0	0	21,200	15%	YTD: Lower than expected sustainability subscriptions to date. EOY: No change.
0980. Administration Overheads	(26,883)	(26,883)	0	100%	(35,861)	0	0	(35,861)	75%	
Operating Expenditure	14,870	42,091	27,221	35%	71,739	0	0	71,739	21%	
Non Operating Expenditure										
7592. T-19016.8514.6627 Renewable Projects	0	0	0	0%	40,435	10,000	0	50,435	0%	
Non Operating Expenditure	0	0	0	0%	40,435	10,000	0	50,435	0%	
Capital Expenditure										
5470. Energy Master Plan & Financial Strategy	0	0	0	0%	10,000	(10,000)	0	0	0%	
Capital Expenditure	0	0	0	0%	10,000	(10,000)	0	0	0%	
Sustainability	(78,491)	(49,511)	28,980	159%	0	0	0	0	0%	

Adminstration - Sustainability

KPI: Reduction of Council's green house gas emissions

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	18.75	22.50	Estimated from baseline data for large sites and street lighting electricity usage (now sourced from renewable electricity).

**Services Report
March 2023
(75% of financial Year Complete)**


**Community Services & Education
Administration & Education**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	(117,912)	(119,850)	(1,938)	98%	(159,800)	0	0	(159,800)	74%	
Operating Revenue	(117,912)	(119,850)	(1,938)	98%	(159,800)	0	0	(159,800)	74%	
Operating Expenditure										
0301. Administration Costs	228,802	281,059	52,257	81%	385,010	0	0	385,010	59%	YTD: Lower than expected salaries to date due to staff extended leave and vacancies. EOY: No change.
0350. General Expenses	20,134	5,501	(14,633)	366%	7,760	0	0	7,760	259%	YTD: Costs associated with "Hall Crawl" Event to be reallocated. EOY: No change.
0980. Administration Overheads	115,470	115,470	0	100%	154,018	0	0	154,018	75%	
0989. Efficiency Gains	0	0	0	0%	(7,500)	0	0	(7,500)	0%	
5011. Clean up Australia Expenses	256	3,900	3,644	7%	3,900	0	0	3,900	7%	YTD: Costs lower than expected. EOY: No change.
Operating Expenditure	364,662	405,930	41,268	90%	543,188	0	0	543,188	67%	
Administration & Education	246,750	286,080	39,330	86%	383,388	0	0	383,388	64%	

UHSC KPI REPORT


Community Services & Education - Administration & Education

KPI: Engagements with organisations in partnership programs per annum

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	#	80.00	70.00	Under target for month.

Community Services & Education - Administration & Education

KPI: Number of grant applications to enhance community physical and social infrastructure per annum

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	7.00	16.00	Above target for month.


Services Report
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Community Services & Education
Aged Care - Gummun Place Hostel

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(262,071)	(229,005)	33,066	114%	(305,464)	0	0	(305,464)	86%	YTD: Higher than expected resident fees to date. EOY: No change.
0115. Grants	(819,756)	(839,659)	(19,903)	89%	(1,102,649)	(13,000)	0	(1,115,649)	73%	YTD: Lower than expected Personal Care subsidies due to resident vacancies. EOY: No change.
0120. Interest & Investment Income	(2,000)	(1,872)	128	107%	(2,500)	0	0	(2,500)	80%	
0130. Other Income	(1,110)	(2,000)	(890)	56%	(4,000)	0	0	(4,000)	28%	YTD: No fund raising income received to date. EOY: No change.
Operating Revenue	(1,084,937)	(1,072,536)	12,401	101%	(1,414,613)	(13,000)	0	(1,427,613)	76%	
Non Operating Revenue										
0920. Depreciation	(48,762)	(48,762)	0	100%	(65,041)	0	0	(65,041)	75%	
6015. F-49016.8515.6393 Mwa Hostel	(39,339)	(39,339)	0	100%	(52,473)	0	0	(52,473)	75%	
Non Operating Revenue	(88,101)	(88,101)	0	100%	(117,514)	0	0	(117,514)	75%	
Operating Expenditure										
0301. Administration Costs	159,053	124,681	(34,372)	128%	170,753	0	0	170,753	93%	YTD: Over budget in salaries to date. EOY: No change.
0310. Staff Training	4,701	0	(4,701)	0%	0	0	0	0	0%	YTD: Training required by staff to date. EOY: No change.
0321. Personal Care	565,828	488,956	(76,872)	116%	669,104	0	0	669,104	85%	YTD: Over budget in salaries to date. EOY: No change.
0322. Cooking & Ancillary	67,970	75,175	7,205	90%	102,875	0	0	102,875	66%	YTD: Under budget in salaries to date. EOY: No change.
0323. Registered Nurse	38,345	64,952	26,607	59%	88,886	0	0	88,886	43%	YTD: Lower than expected costs for registered nursing requirements to date. EOY: No change at present.
0324. COVID-19 Related Employment costs	12,962	13,000	38	100%	0	13,000	0	13,000	100%	
0350. General Expenses	180,303	144,979	(35,324)	124%	206,350	0	0	206,350	87%	YTD: Additional costs for consultants and replacement equipment to date. EOY: No change.
0415. Utilities	37,946	29,664	(8,282)	128%	51,500	0	0	51,500	74%	YTD: Higher than expected electricity charges to date. EOY: No change.
0510. Grounds Maintenance	13,781	16,870	3,089	82%	23,000	0	0	23,000	60%	YTD: Lower than expected maintenance required to date. EOY: No change.
0530. Building Maintenance	52,700	34,934	(17,766)	151%	47,300	0	0	47,300	111%	YTD: Higher than expected maintenance required to date. To be monitored. EOY: No change.
0653. Fundraising Other Expenses	227	1,500	1,273	15%	3,000	0	0	3,000	8%	YTD: Minimal fundraising activities to date. EOY: No change.
0680. Depreciation	48,762	48,762	0	100%	65,041	0	0	65,041	75%	
0980. Administration Overheads	63,216	63,216	0	100%	84,318	0	0	84,318	75%	
Operating Expenditure	1,245,794	1,106,689	(139,105)	113%	1,512,127	13,000	0	1,525,127	82%	
Capital Expenditure										
4020. Hostel Kitchen - Upgrade	1,636	0	(1,636)	0%	0	0	0	0	0%	YTD: Kitchen upgrade to meet compliance commenced. EOY: No change as present.
4043. Hostel Room Upg on Changeover	0	2,500	2,500	0%	5,000	0	0	5,000	0%	YTD: Change over costs included in maintenance. EOY: Request surrender to \$5,000.
4805. Hostel equipment upgrades	0	12,000	12,000	0%	15,000	0	0	15,000	0%	YTD: Equipment purchases in general expenses to be reallocated. EOY: No change.
Capital Expenditure	1,636	14,500	12,864	0%	20,000	0	0	20,000	8%	
Aged Care - Gummun Place Hostel	74,392	(39,448)	(113,840)	(189%)	0	0	0	0	0%	

UHSC KPI REPORT


Community Services & Education - Gummun Place Hostel
 KPI: Government funding per calendar day per bed (Hostel)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		\$	120.00	175.00	Government funding per bed per day above target

Community Services & Education - Gummun Place Hostel
 KPI: Overall satisfaction rating (Hostel)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	90.00	95.00	Meeting overall resident satisfaction rating

Community Services & Education - Gummun Place Hostel
 KPI: Percentage of year that rooms are occupied (Hostel)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	95.00	87.50	Two rooms currently vacant with two potential residents awaiting assessment from the Department of health before entering the facility.

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**Community Services & Education
Aged Care - Independent Living Units**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(83,296)	(81,999)	1,297	102%	(109,370)	0	0	(109,370)	76%	
Operating Revenue	(83,296)	(81,999)	1,297	102%	(109,370)	0	0	(109,370)	76%	
Non Operating Revenue										
0920. Depreciation	(27,477)	(27,477)	0	100%	(36,645)	0	0	(36,645)	75%	
6027. F-19016.8515.6391 ILUs Liverpool	0	0	0	0%	(10,000)	10,000	0	0	0%	
Non Operating Revenue	(27,477)	(27,477)	0	100%	(46,645)	10,000	0	(36,645)	75%	
Operating Expenditure										
0350. General Expenses	1,131	225	(906)	503%	300	0	0	300	377%	
0415. Utilities	28,117	28,414	297	99%	37,320	0	0	37,320	75%	
0530. Building Maintenance	23,664	25,539	1,875	93%	36,400	0	0	36,400	65%	YTD: Lower than expected maintenance required to date. EOY: No change.
0680. Depreciation	27,477	27,477	0	100%	36,645	0	0	36,645	75%	
0980. Administration Overheads	1,782	1,782	0	100%	2,382	0	0	2,382	75%	
Operating Expenditure	82,171	83,437	1,266	98%	113,047	0	0	113,047	73%	
Non Operating Expenditure										
7026. T-19016.8515.6392 ILUs Mwa	4,113	4,113	0	100%	5,484	8,000	0	13,484	31%	
7027. T-19016.8515.6391 ILUs Mdi	4,113	4,113	0	100%	5,484	740	0	6,224	66%	
Non Operating Expenditure	8,226	8,226	0	100%	10,968	8,740	0	19,708	42%	
Capital Expenditure										
1027. Mdi ILU Replace Floor Coverings	0	0	0	0%	2,500	1,330	0	3,830	0%	
1028. Mdi ILU Kitchen Upgrades	0	0	0	0%	6,000	(6,000)	0	0	0%	
1034. Mdi ILU Painting	0	0	0	0%	2,000	(2,000)	0	0	0%	
1035. Mwa ILU Painting	0	0	0	0%	2,000	(2,000)	0	0	0%	
1037. Mdi ILU Replace Air Conditioner	0	0	0	0%	1,500	(1,500)	0	0	0%	
1040. Mwa ILU Kitchen Upgrades	0	0	0	0%	6,000	(6,000)	0	0	0%	
1149. Mdi ILU Design 2 x Addtnl Units	190	0	(190)	0%	0	0	0	0	0%	
4834. Mdi ILU Blinds	2,684	2,700	16	99%	0	2,700	0	2,700	0%	
4837. Mdi ILU Privacy Screens	2,993	3,000	7	100%	0	3,000	0	3,000	0%	
4838. Mdi ILU Tank Stand Upgrades	989	1,000	11	99%	2,000	(1,000)	0	1,000	99%	
4841. Mdi ILU Carport	0	0	0	0%	10,000	(10,000)	0	0	0%	
Capital Expenditure	6,856	6,700	(156)	102%	32,000	(21,470)	0	10,530	65%	
Aged Care - Independent Living Units	(13,520)	(11,113)	2,407	122%	0	(2,730)	0	(2,730)	0%	

UHSC KPI REPORT

Community Services & Education - Independent Living units
 KPI: Percentage of year that units are tenanted (ILU's)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	95.00	95.00	On target for month.

Services Report
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Community Services & Education
Children's Services - Early Learning Centre

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(227,837)	(254,359)	(26,522)	90%	(470,000)	98,000	0	(372,000)	61%	YTD: Lower than expected fees due to lower utilisation at the facility caused by staff vacancies. EOY: No change at present.
0115. Grants	(54,532)	(54,802)	(270)	100%	0	(54,802)	0	(54,802)	100%	
0130. Other Income	0	(1,500)	(1,500)	0%	(3,000)	0	0	(3,000)	0%	YTD: No fund raising activities undertaken to date. EOY: No change.
0140. Contributions	(1,000)	(1,000)	0	100%	(1,000)	0	0	(1,000)	100%	
0155. Childcare Subsidy	(396,914)	(392,305)	4,609	101%	(650,000)	95,000	0	(555,000)	72%	YTD: Slightly higher Childcare subsidies to date. EOY: No change at present.
Operating Revenue	(680,283)	(703,966)	(23,683)	97%	(1,124,000)	138,198	0	(985,802)	69%	
Non Operating Revenue										
0920. Depreciation	(26,343)	(26,343)	0	100%	(35,135)	0	0	(35,135)	75%	
6119. F-19016.8515.6395 Upper Hunter ELC	(166,627)	(166,627)	0	100%	(124,882)	(53,700)	0	(178,582)	93%	
Non Operating Revenue	(192,970)	(192,970)	0	100%	(160,017)	(53,700)	0	(213,717)	90%	
Operating Expenditure										
0301. Administration Costs	544,486	553,620	9,134	98%	921,975	(120,000)	0	801,975	68%	YTD: Under budget in wages due to staff vacancies and lower utilisation at the facility. EOY: No change at present.
0310. Staff Training	1,594	8,250	6,656	19%	11,000	0	0	11,000	14%	YTD: Limited training undertaken to date. EOY: No change.
0350. General Expenses	31,125	22,856	(8,269)	136%	34,800	0	0	34,800	89%	YTD: Over budget due to valuation costs paid for the facility. EOY: No change.
0415. Utilities	7,208	11,728	4,520	61%	19,000	0	0	19,000	38%	YTD: Under budget in land rates and electricity charges to date. EOY: No change.
0425. Cleaning Costs	31,538	29,988	(1,550)	105%	40,000	0	0	40,000	79%	YTD: Under budget in contract cleaning costs to date. EOY: No change.
0530. Building Maintenance	14,407	14,183	(224)	102%	20,100	0	0	20,100	72%	
0680. Depreciation	26,343	26,343	0	100%	35,135	0	0	35,135	75%	
0980. Administration Overheads	65,727	65,727	0	100%	87,671	0	0	87,671	75%	
5098. Fundraising expenses	0	750	750	0%	1,500	0	0	1,500	0%	
5153. Start Strong Program	6,879	7,000	121	98%	0	12,802	0	12,802	0%	
6901. NAB - Loan - ELC - Int	17,214	17,199	(15)	100%	20,822	0	0	20,822	83%	
Operating Expenditure	746,521	757,644	11,123	99%	1,192,003	(107,198)	0	1,084,805	69%	
Non Operating Expenditure										
6901. NAB - Loan - ELC - Princ	31,788	31,788	0	100%	44,514	0	0	44,514	71%	
7299. T-19015.8511.6605 ELC Start Strong	42,000	42,000	0	100%	0	42,000	0	42,000	100%	
Non Operating Expenditure	73,788	73,788	0	100%	44,514	42,000	0	86,514	85%	
Capital Expenditure										
1030. ELC Painting Works	0	0	0	0%	7,500	(7,500)	0	0	0%	
1112. Playground development	0	0	0	0%	22,500	(22,500)	0	0	0%	
1165. ELC - Replace Whitegoods	5,754	0	(5,754)	0%	0	0	6,000	6,000	96%	YTD: Whitegoods required to be replaced. EOY: Request vote for \$6,000.


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	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
1290. Additional furniture and equipment	0	2,500	2,500	0%	10,000	0	(6,000)	4,000	0%	YTD: Reallocation of budget to whitegoods replaced. EOY: Request surrender of \$6,000.
1354. ELC Operations Review	7,130	7,500	370	95%	0	7,500	0	7,500	95%	
4817. Floor Coverings and Lino Replacement	2,198	2,200	2	100%	0	2,200	0	2,200	100%	
5554. ELC Office & Staff Room Upgrades	8,505	8,500	(5)	100%	7,500	1,000	0	8,500	100%	
Capital Expenditure	23,587	20,700	(2,887)	114%	47,500	(19,300)	0	28,200	84%	
Children's Services - Early Learning Centre	(29,357)	(44,804)	(15,447)	66%	0	0	0	0	0%	

UHSC KPI REPORT

Community Services & Education - Early Learning Centre

KPI: Average utilisation of ELC as a percentage of the base 43 children per day capacity

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	97.50	91.00	Under target for month due to staff shortages.


**Services Report
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**Community Services & Education
Children's Services - Family Day Care**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(91,111)	(93,352)	(2,241)	98%	(167,200)	32,000	0	(135,200)	67%	YTD: Lower than expected fees due to lower number of educators available for service. EOY: No change at present.
0115. Grants	(68,000)	(68,000)	0	100%	(68,000)	0	0	(68,000)	100%	
0155. Childcare Subsidy	(345,307)	(322,335)	22,972	107%	(550,000)	90,000	0	(460,000)	75%	YTD: Higher than expected revised childcare subsidies to date. EOY: No change at present.
Operating Revenue	(504,418)	(483,687)	20,731	104%	(785,200)	122,000	0	(663,200)	76%	
Non Operating Revenue										
6118. F-19016.8515.6394 Family Day Care	(21,971)	(21,971)	0	100%	(14,631)	(11,000)	0	(25,631)	86%	
Non Operating Revenue	(21,971)	(21,971)	0	100%	(14,631)	(11,000)	0	(25,631)	86%	
Operating Expenditure										
0301. Administration Costs	136,702	142,161	5,459	96%	223,267	(21,000)	0	202,267	68%	YTD: Lower than expected salaries to date. EOY: No change.
0350. General Expenses	1,711	3,214	1,503	53%	7,450	0	0	7,450	23%	YTD: Lower than expected learning materials and training incurred to date. EOY: No change.
0393. Carer Payments - CCS Entitlements	328,022	322,335	(5,687)	102%	550,000	(90,000)	0	460,000	71%	YTD: Higher than expected revised carer payments required to date. EOY: No change at present.
0394. Educators	0	625	625	0%	2,500	0	0	2,500	0%	
0980. Administration Overheads	12,456	12,456	0	100%	16,614	0	0	16,614	75%	
Operating Expenditure	478,891	480,791	1,900	100%	799,831	(111,000)	0	688,831	70%	
Children's Services - Family Day Care	(47,498)	(24,867)	22,631	191%	0	0	0	0	0%	

UHSC KPI REPORT

Community Services & Education - Family Day Care
 KPI: FDC Average Full Time Equivalent (FTE) utilisation

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	#	45.00	32.44	Utilisation below target for the month due to reduced number of educators available.

**Services Report
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**Community Services & Education
Social Protection**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	(5,000)	(3,000)	2,000	167%	(18,500)	(3,000)	0	(21,500)	23%	YTD: Score Tidy Towns LLS funding received. To be distributed to committee. EOY: No change.
0130. Other Income	(100)	(375)	(275)	27%	(500)	0	0	(500)	20%	
Operating Revenue	(6,100)	(3,375)	1,725	151%	(19,000)	(3,000)	0	(22,000)	23%	
Non Operating Revenue										
0920. Depreciation	(3,258)	(3,258)	0	100%	(4,346)	0	0	(4,346)	75%	
6094. F-19015.8511.6470 Mental Health	0	0	0	0%	(4,500)	0	0	(4,500)	0%	
6196. F-19015.8511.6535 Local Dom Violence	0	0	0	0%	(4,000)	0	0	(4,000)	0%	
6200. F-19015.8511.6623 Social Protection	0	0	0	0%	(1,600)	0	0	(1,600)	0%	
6246. F-19015.8511.6654 Crime Prevention	0	0	0	0%	(10,000)	0	0	(10,000)	0%	
6483. F-19016.8515.6665 Social Housing	0	0	0	0%	(7,500)	0	0	(7,500)	0%	
6603. F-19016.8515.6630	0	0	0	0%	(10,000)	0	0	(10,000)	0%	
6615. F-19015.8511.6654 Bushfire Hall Crawl	(15,000)	(15,000)	0	100%	(20,000)	0	0	(20,000)	75%	
Non Operating Revenue	(18,258)	(18,258)	0	100%	(61,946)	0	0	(61,946)	29%	
Operating Expenditure										
0350. General Expenses	0	2,375	2,375	0%	3,550	0	0	3,550	0%	YTD: No costs incurred to date. EOY: No change.
0415. Utilities	0	0	0	0%	1,000	0	0	1,000	0%	
0680. Depreciation	3,258	3,258	0	100%	4,346	0	0	4,346	75%	
5001. International Women's Day Exp	843	1,000	157	84%	12,860	0	0	12,860	7%	
5012. Senior Citizens Week Exp	1,741	1,750	9	99%	10,900	0	0	10,900	16%	
5131. Crime Prevention	0	0	0	0%	10,000	0	0	10,000	0%	
5144. Disability Action and Audit	0	0	0	0%	18,160	0	0	18,160	0%	
5147. Seniors Expo Forum	0	0	0	0%	500	0	0	500	0%	
5148. Family Fun Day Events	1,218	1,300	82	94%	4,500	3,000	0	7,500	16%	
5152. Mental Health	461	500	39	92%	6,500	0	0	6,500	7%	
5301. Early Childhood Network Development	0	0	0	0%	1,000	0	0	1,000	0%	
5390. Domestic Violence Prevention Project	0	0	0	0%	5,500	0	0	5,500	0%	
5455. Hunter LLS Cultural Acknowledgement	0	0	0	0%	1,600	0	0	1,600	0%	
5496. Social Housing Consultation Study	0	0	0	0%	7,500	0	0	7,500	0%	
5501. Community Hall Crawl Event	4,036	12,000	7,964	34%	20,000	0	0	20,000	20%	YTD: Costs to be reallocated from Community Services. EOY: No change.
Operating Expenditure	11,557	22,183	10,626	52%	107,916	3,000	0	110,916	10%	
Social Protection	(11,801)	550	12,351	(2,146%)	26,970	0	0	26,970	(44%)	

UHSC KPI REPORT

Community Services & Education - Social Protection

KPI: Number of social protection meetings where Council is represented

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	33.00	37.00	

**Services Report
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**Community Services & Education
Youth Services**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(9,125)	(6,372)	2,753	143%	(8,500)	0	0	(8,500)	107%	YTD: Higher than expected canteen hire received to date. EOY: No change.
0115. Grants	(146,735)	(138,268)	8,467	106%	(192,042)	(6,909)	0	(198,951)	74%	YTD: Funding received for the Summer Holiday break program earlier than expected. EOY: No change.
0140. Contributions	(6,885)	(6,000)	885	115%	(7,000)	0	0	(7,000)	98%	
Operating Revenue	(162,745)	(150,640)	12,105	108%	(207,542)	(6,909)	0	(214,451)	76%	
Non Operating Revenue										
0920. Depreciation	(22,851)	(22,851)	0	100%	(30,476)	0	0	(30,476)	75%	
Non Operating Revenue	(22,851)	(22,851)	0	100%	(30,476)	0	0	(30,476)	75%	
Operating Expenditure										
0415. Utilities	4,372	4,482	110	98%	10,313	0	0	10,313	42%	
0425. Cleaning Costs	3,023	3,114	91	97%	5,100	0	0	5,100	59%	
0512. Youth Centre Building Maintenance	1,967	9,065	7,098	22%	13,384	0	0	13,384	15%	YTD: Lower than expected maintenance required to date. EOY: No change.
0663. Youth Council Expenses	117	1,283	1,166	9%	2,565	0	0	2,565	5%	YTD: Minimal costs for youth council to date. EOY: No change.
0666. Yth Services Drop In	136,092	141,560	5,468	96%	198,717	0	0	198,717	68%	YTD: Under budget in salaries to date. EOY: No change.
0667. Yth Services EI/PP	86,632	120,307	33,675	72%	168,674	0	0	168,674	51%	YTD: Under budget in salaries to date. EOY: No change.
0680. Depreciation	22,851	22,851	0	100%	30,476	0	0	30,476	75%	
0980. Administration Overheads	11,070	11,070	0	100%	14,760	0	0	14,760	75%	
5047. Youth Leadership Programs	32,007	25,100	(6,907)	128%	25,100	0	0	25,100	128%	YTD: Costs higher than expected for Kia-Ora youth program. EOY: No change.
5049. Youth Week Program Exp	0	2,150	2,150	0%	8,600	0	0	8,600	0%	YTD: No costs incurred to date. EOY: No change.
5104. Country Arts Support Program	2,612	3,000	388	87%	3,000	0	0	3,000	87%	
5511. Youth Winter Holiday Program	0	0	0	0%	5,000	0	0	5,000	0%	
5520. Youth Summer Holiday Program	3,924	4,000	76	98%	10,000	0	0	10,000	39%	
5562. Youth Autumn Holiday Program	681	0	(681)	0%	0	0	0	0	0%	
5567. Youth Spring Holiday Program	7,972	6,909	(1,063)	115%	0	6,909	0	6,909	0%	
5573. Colour Run Event	1,027	0	(1,027)	0%	0	0	0	0	0%	
Operating Expenditure	314,347	354,891	40,544	89%	495,689	6,909	0	502,598	63%	
Youth Services	128,751	181,400	52,649	71%	257,671	0	0	257,671	50%	

UHSC KPI REPORT


Community Services & Education - Youth Services

KPI: Early Intervention Program targets (units) met per annum

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	175.00	214.00	Above target for month.


Community Services & Education - Youth Services

KPI: Social media posts for Youth Centres and Youth Council

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	2.00	41.00	Above target for month.

Community Services & Education - Youth Services

KPI: Working partnerships implemented with schools/organisations per annum

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	18.00	22.00	Above target for month.

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**Economic Affairs
Camping Areas & Caravan Parks**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0273. Camping Grounds Revenue	(14,631)	(13,491)	1,140	108%	(18,000)	0	0	(18,000)	81%	YTD: Higher than expected camping activity to date. EOY: No change.
0274. Caravan Park Revenue	(33,893)	(27,279)	6,614	124%	(36,392)	0	0	(36,392)	93%	YTD: Higher than expected activity to date. EOY: No change.
Operating Revenue	(48,524)	(40,770)	7,754	119%	(54,392)	0	0	(54,392)	89%	
Non Operating Revenue										
0920. Depreciation	(6,183)	(6,183)	0	100%	(8,242)	0	0	(8,242)	75%	
Non Operating Revenue	(6,183)	(6,183)	0	100%	(8,242)	0	0	(8,242)	75%	
Operating Expenditure										
0415. Utilities	13,529	17,650	4,121	77%	21,650	0	0	21,650	62%	YTD: Lower than expected land rates and electricity charges to date. EOY: No change.
0473. Camping Grounds Expenses	6,331	4,600	(1,731)	138%	6,904	0	0	6,904	92%	YTD: Additional works required due to increased demand. EOY: No change.
0474. Caravan Park Expenses	55,251	47,917	(7,334)	115%	65,939	0	0	65,939	84%	YTD: Over budget in salaries to date. EOY: No change.
0500. RV Camping Expenses	0	750	750	0%	1,000	0	0	1,000	0%	
0530. Building Maintenance	22,063	4,914	(17,149)	449%	6,950	0	0	6,950	317%	YTD: Major cost to remove two large eucalyptus trees to date. EOY: No change at present.
0680. Depreciation	6,183	6,183	0	100%	8,242	0	0	8,242	75%	
0980. Administration Overheads	8,101	7,767	(334)	104%	10,364	0	0	10,364	78%	
Operating Expenditure	111,458	89,781	(21,677)	124%	121,049	0	0	121,049	92%	
Capital Expenditure										
4121. Stewarts Brook Camping Amenities	10,695	0	(10,695)	0%	0	0	0	0	0%	YTD: Emergency works required at camping ground, EOY: No change at present.
Capital Expenditure	10,695	0	(10,695)	0%	0	0	0	0	0%	
Camping Areas & Caravan Parks	67,446	42,828	(24,618)	157%	58,415	0	0	58,415	115%	

UHSC KPI REPORT


Economic Affairs - Camping Areas & Caravan Parks

KPI: Number of camping ground site nights occupied per annum

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	225.00	394.00	

Economic Affairs - Camping Areas & Caravan Parks

KPI: Number of caravan park site nights booked annually

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	1,125.00	1,263.00	

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**Economic Affairs
Community Connect Services**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0275. CCS Operations	(25,198)	(13,716)	11,482	184%	(18,297)	0	0	(18,297)	138%	YTD: Higher than expected Centrelink agency fees received to date. EOY: No change.
Operating Revenue	(25,198)	(13,716)	11,482	184%	(18,297)	0	0	(18,297)	138%	
Non Operating Revenue										
0920. Depreciation	(15,687)	(15,687)	0	100%	(20,922)	0	0	(20,922)	75%	
Non Operating Revenue	(15,687)	(15,687)	0	100%	(20,922)	0	0	(20,922)	75%	
Operating Expenditure										
0415. Utilities	2,524	3,000	476	84%	4,500	0	0	4,500	56%	
0475. CCS Operations	23,173	23,509	336	99%	32,641	0	0	32,641	71%	
0680. Depreciation	15,687	15,687	0	100%	20,922	0	0	20,922	75%	
0980. Administration Overheads	17,235	17,235	0	100%	22,989	0	0	22,989	75%	
Operating Expenditure	58,619	59,431	812	99%	81,052	0	0	81,052	72%	
Community Connect Services	17,734	30,028	12,294	59%	41,833	0	0	41,833	42%	


**Services Report
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**Economic Affairs
Economic Promotion**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	(261,499)	(261,499)	0	100%	(17,000)	(261,499)	0	(278,499)	94%	
0140. Contributions	0	0	0	0%	(5,000)	0	0	(5,000)	0%	
Operating Revenue	(261,499)	(261,499)	0	0%	(22,000)	(261,499)	0	(283,499)	92%	
Non Operating Revenue										
6004. Cont from Water/Waste/Sewer	(14,994)	(14,994)	0	100%	(20,000)	0	0	(20,000)	75%	
Non Operating Revenue	(14,994)	(14,994)	0	100%	(20,000)	0	0	(20,000)	75%	
Operating Expenditure										
0350. General Expenses	12,115	6,069	(6,046)	200%	10,100	0	0	10,100	120%	YTD: Higher subscription and software costs due to timing of invoices to date. EOY: No change.
0371. CBD Shop Front Assistance Fund	0	2,500	2,500	0%	5,000	0	0	5,000	0%	YTD: No requests received to date. EOY: No change.
0391. Business Development Expenses	37,220	134,978	97,758	28%	185,908	0	0	185,908	20%	YTD: Under budget in salaries to date due to vacancy in Business Services Manager position. EOY: No change at present.
0477. Grants Officer	28,812	39,491	10,679	73%	55,010	0	0	55,010	52%	YTD: Under budget in salaries to date due to staff extended leave. EOY: No change.
0980. Administration Overheads	59,373	59,373	0	100%	79,192	0	0	79,192	75%	
0989. Efficiency Gains	0	0	0	0%	(7,500)	0	0	(7,500)	0%	
5062. Scn Chamber of Commerce	0	0	0	0%	2,200	0	0	2,200	0%	
5069. Marketing Projects incl Country Week	0	2,500	2,500	0%	5,000	0	0	5,000	0%	YTD: No costs incurred to date. EOY: No change.
5072. Mwa Progress Association	500	500	0	100%	500	0	0	500	100%	
5128. NSW Small Business Month Initiative	0	2,000	2,000	0%	2,000	0	0	2,000	0%	YTD: No costs incurred to date. EOY: No change.
5277. "We Live Here" Project	4,044	3,500	(544)	116%	10,000	0	0	10,000	40%	
5474. Summer Fund - Xmas on Kelly	0	0	0	0%	2,000	0	0	2,000	0%	
5487. Mdi Art Gallery & Indigenous Ctr	9,000	0	(9,000)	0%	0	0	0	0	0%	YTD: Final payment for MAGIC business case. EOY: No change at present.
5518. Festival of Place - Summer Night Fund	540	0	(540)	0%	15,000	0	0	15,000	4%	
Operating Expenditure	151,604	250,911	99,307	60%	364,410	0	0	364,410	42%	
Economic Promotion	(124,889)	(25,582)	99,307	488%	322,410	(261,499)	0	60,911	(205%)	

Economic Affairs - Economic Promotions

KPI: Council & Community external grant funding secured

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		\$	7,750,000.03	10,663,611.00	

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**Economic Affairs
Private Works**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(9,120)	(33,320)	(24,200)	27%	(100,000)	0	0	(100,000)	9%	YTD: Lower than expected demand for private work requests to date. EOY: No change.
Operating Revenue	(9,120)	(33,320)	(24,200)	27%	(100,000)	0	0	(100,000)	9%	
Operating Expenditure										
0695. Private Works	27,487	49,415	21,928	56%	70,000	0	0	70,000	39%	YTD: Lower than expected demand for private work requests to date. EOY: No change.
0980. Administration Overheads	19,593	19,593	0	100%	26,130	0	0	26,130	75%	
Operating Expenditure	47,080	69,008	21,928	68%	96,130	0	0	96,130	49%	
Private Works	37,960	35,688	(2,272)	106%	(3,870)	0	0	(3,870)	(981%)	

UHSC KPI REPORT

Economic Affairs - Private Works

KPI: Level of Return achieved in terms of additional income (Private Works)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	20.00	20.00	Meeting required profit margin for private work requests received.

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**Economic Affairs
Real Estate**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	0	0	0	0%	0	(23,500)	0	(23,500)	0%	
0130. Other Income	(2,200)	0	2,200	0%	0	0	0	0	0%	
0135. Capital Grants Received	(681,845)	(681,845)	0	100%	0	(681,845)	0	(681,845)	0%	
0270. Campbells Corner Revenue	(157,293)	(179,775)	(22,482)	87%	(239,800)	0	0	(239,800)	66%	YTD: Lower than expected rental received to date. EOY: No change.
0280. Commercial Properties Revenue	(135,690)	(140,787)	(5,097)	96%	(187,778)	0	0	(187,778)	72%	YTD: Lower than expected rental received to date. EOY: No change.
0281. Residential Properties Revenue	(27,570)	(27,252)	318	101%	(36,350)	0	0	(36,350)	76%	
0287. Land Development Revenue	0	0	0	0%	(640,000)	0	0	(640,000)	0%	
0290. Vacant Land Properties Revenue	(4,635)	(3,660)	975	127%	(4,880)	0	0	(4,880)	95%	
Operating Revenue	(1,009,233)	(1,033,319)	(24,086)	98%	(1,108,808)	(705,345)	0	(1,814,153)	56%	
Non Operating Revenue										
0920. Depreciation	(127,836)	(127,836)	0	100%	(170,518)	0	0	(170,518)	75%	
6014. F-19016.8516.6401 Medical Centre, Scn	(10,770)	(10,770)	0	100%	0	(10,770)	0	(10,770)	100%	
6611. F-19016.8516.6644 Campbells Corner	(11,500)	(11,500)	0	100%	0	(11,500)	0	(11,500)	100%	
Non Operating Revenue	(150,106)	(150,106)	0	100%	(170,518)	(22,270)	0	(192,788)	78%	
Operating Expenditure										
0301. Administration Costs	0	65,301	65,301	0%	90,233	0	0	90,233	0%	YTD: Under budget in salaries with property officer position vacant to date. EOY: No change.
0350. General Expenses	3,560	4,875	1,315	73%	6,500	0	0	6,500	55%	YTD: Minimal costs incurred to date. EOY: No change.
0398. Scn Medical Ctr Loan - Wpac - Int	45,148	45,217	69	100%	60,172	0	0	60,172	75%	
0399. Scn Medical Ctr Ext Loan - Int	12,246	12,358	112	99%	16,409	0	0	16,409	75%	
0401. Campbells Corner Scone - Loan - Int	74,521	74,521	0	127%	99,444	0	0	99,444	75%	
0415. Utilities	68,609	83,775	15,166	82%	139,700	0	0	139,700	49%	YTD: Lower than expected land rates to date. EOY: No change.
0425. Cleaning Costs	17,653	32,270	14,617	55%	47,802	0	0	47,802	37%	YTD: Lower than expected contract cleaning costs to date. EOY: No change.
0444. Crown Lands - Plan of Management	1,983	0	(1,983)	0%	8,000	0	0	8,000	25%	YTD: Costs incurred earlier than expected to date. EOY: No change.
0480. Other Commercial Properties	2,779	0	(2,779)	0%	39,000	0	0	39,000	7%	
0482. Land Development Maintenance	6,083	6,375	292	95%	8,500	0	0	8,500	72%	YTD: Higher than expected maintenance required to date. EOY: No change.
0530. Building Maintenance	32,864	55,704	22,840	59%	79,550	0	0	79,550	41%	YTD: Lower than expected maintenance required to date. EOY: No change.
0611. Land Development Other Expenses	3,600	3,600	0	100%	24,500	0	0	24,500	15%	
0680. Depreciation	127,836	127,836	0	100%	170,518	0	0	170,518	75%	
0980. Administration Overheads	33,687	33,687	0	100%	44,938	0	0	44,938	75%	
Operating Expenditure	430,569	545,519	114,950	79%	835,266	0	0	835,266	52%	
Non Operating Expenditure										
0398. Scn Medical Ctr Loan - Wpac - Princ	37,836	37,736	(100)	100%	50,473	0	0	50,473	75%	
0399. Scn Medical Ctr Ext Loan - Princ	14,298	14,174	(124)	101%	18,983	0	0	18,983	75%	
0401. Campbells Corner Scone - Loan - Princ	102,725	102,725	0	129%	143,520	0	0	143,520	72%	
7011. T-19016.8516.6402 Bottlebrush Pl Units	0	0	0	0%	0	5,000	0	5,000	0%	
7013. T-19016.8516.6404 YHA, Segenhoe	0	0	0	0%	0	2,500	0	2,500	0%	
7014. T-19016.8516.6403 Other Cncl	10,000	10,000	0	100%	0	20,000	0	20,000	50%	
7197. T-19016.8516.6521 Land Development	0	0	0	0%	569,000	35,000	0	604,000	0%	
7611. T-19016.8516.6644 Campbells Corner	681,845	681,845	0	100%	0	681,845	0	681,845	100%	
Non Operating Expenditure	846,704	846,480	(224)	100%	781,976	744,345	0	1,526,321	55%	

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Economic Affairs
Real Estate

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Capital Expenditure										
0981. Aberdeen Heights Subdivision - Stg 7	0	0	0	0%	35,000	(35,000)	0	0	0%	
4150. Residential Capital Works	0	0	0	0%	20,000	(20,000)	0	0	0%	
4810. Youth Hostel Segenhoe - Air	0	0	0	0%	2,500	(2,500)	0	0	0%	
4908. Scone Medical Centre	10,767	10,770	3	100%	0	10,770	0	10,770	0%	
4909. 7 Bottlebrush Place Scone	0	0	0	0%	5,000	(5,000)	0	0	0%	
4952. Campbells Corner Scone	119	0	(119)	0%	0	0	0	0	0%	
5476. Campbells Corner Roofing	696	0	(696)	0%	0	0	0	0	0%	
5515. Campbells Corner Development	11,542	11,500	(42)	100%	0	11,500	0	11,500	0%	
5516. Campbells Corner Business Case	23,471	23,500	29	100%	0	23,500	0	23,500	0%	
Capital Expenditure	46,595	45,770	(825)	0%	62,500	(16,730)	0	45,770	102%	
Real Estate	164,529	254,344	89,815	65%	400,416	0	0	400,416	41%	

UHSC KPI REPORT


Economic Affairs - Real Estate

KPI: Achieved budgeted lease revenue

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	80.00	93.00	Year to date leasing revenue is meeting target %

Economic Affairs - Real Estate

KPI: Percentage of all commercial and residential leases in place for Council owned property

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	80.00	96.43	Currently Council has 27 properties under lease arrangements out of a total of 28 properties.

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**Economic Affairs
Saleyards**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(525,755)	(584,667)	(58,912)	90%	(779,879)	0	0	(779,879)	67%	YTD: Lower than expected cattle throughput numbers to date. EOY: No change.
0130. Other Income	(5,605)	(7,760)	(2,155)	72%	(9,277)	0	0	(9,277)	60%	
Operating Revenue	(531,360)	(592,427)	(61,067)	90%	(789,156)	0	0	(789,156)	67%	
Non Operating Revenue										
0920. Depreciation	(274,383)	(274,383)	0	100%	(365,995)	0	0	(365,995)	75%	
6049. F-19016.8516.6408 Saleyards	(346,077)	(346,077)	0	100%	(461,620)	0	0	(461,620)	75%	
Non Operating Revenue	(620,460)	(620,460)	0	100%	(827,615)	0	0	(827,615)	75%	
Operating Expenditure										
0301. Administration Costs	164	6,000	5,836	3%	6,000	0	0	6,000	3%	YTD: Under budget in salaries to date. EOY: No change. YTD: Under budget in operational wages to date. EOY: No change.
0354. Operational Costs	233,774	227,985	(5,789)	103%	394,044	(60,000)	0	334,044	70%	
0415. Utilities	24,311	44,865	20,554	54%	86,646	0	0	86,646	28%	YTD: Lower than expected land rates to date. EOY: No change.
0508. Yards & Facility Maintenance	65,676	78,855	13,179	83%	25,152	60,000	0	85,152	77%	YTD: Lower than expected revised maintenance to date. EOY: No change.
0635. Truck Wash Costs	48,534	29,844	(18,690)	163%	39,800	0	0	39,800	122%	YTD: Higher than expected water usage charges to date. EOY: No change.
0668. Beast Destruction/Removal	0	561	561	0%	750	0	0	750	0%	
0680. Depreciation	274,383	274,383	0	100%	365,995	0	0	365,995	75%	
0945. Loan Repayments - Int	35,451	36,209	758	98%	47,900	0	0	47,900	74%	
0946. Saleyards Redevelopment Loan No1 - Int	138,324	137,565	(759)	101%	182,205	0	0	182,205	76%	
0980. Administration Overheads	49,248	49,248	0	100%	65,688	0	0	65,688	75%	
Operating Expenditure	869,865	885,515	15,650	98%	1,214,180	0	0	1,214,180	72%	
Non Operating Expenditure										
0945. Loan Repayments - Princ	37,981	37,223	(758)	102%	50,010	0	0	50,010	76%	
0946. Saleyards Redevelopment Loan No1 - Princ	262,766	263,524	758	100%	352,581	0	0	352,581	75%	
Non Operating Expenditure	300,747	300,747	0	100%	402,591	0	0	402,591	75%	
Saleyards	18,792	(26,625)	(45,417)	(71%)	0	0	0	0	0%	

UHSC KPI REPORT


Economic Affairs - Saleyards

KPI: Cattle sales per annum

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	#	27,000.00	24,206.00	Cattle throughput for the month higher than budget but continue to be lower than numbers continue to be lower than target.

Economic Affairs - Saleyards

KPI: Number of non-compliance incidents recorded per annum (Saleyards)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	3.00	0.00	

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**Economic Affairs
Scone Golf Course**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0113. Scone Golf Course Revenue	(63,007)	(113,004)	(49,997)	56%	(192,469)	0	0	(192,469)	33%	YTD: Lower than expected green fees received to date. EOY: No change.
Operating Revenue	(63,007)	(113,004)	(49,997)	56%	(192,469)	0	0	(192,469)	33%	
Operating Expenditure										
0428. Scone Golf Course Costs	195,750	198,050	2,300	97%	271,186	0	0	271,186	72%	YTD: Slightly lower than expected operating costs to date. EOY: No change.
Operating Expenditure	195,750	198,050	2,300	99%	271,186	0	0	271,186	72%	
Scone Golf Course	132,743	85,046	(47,697)	156%	78,717	0	0	78,717	169%	

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Economic Affairs
Tourism & Area Promotion

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	(191,721)	(239,651)	(47,930)	80%	0	(239,651)	0	(239,651)	0%	YTD: 80% of funding received for promotion of tourism and event to date. EOY: No change.
0130. Other Income	(8,969)	(3,951)	5,018	227%	(5,270)	0	0	(5,270)	170%	YTD: Additional income received for FoTF event to be forwarded to committee. EOY: No change.
0140. Contributions	(19,593)	0	19,593	0%	0	0	0	0	0%	YTD: Additional contributions received to date. EOY: No change.
Operating Revenue	(220,283)	(243,602)	(23,319)	90%	(5,270)	(239,651)	0	(244,921)	90%	
Non Operating Revenue										
0920. Depreciation	(23,733)	(23,733)	0	100%	(31,652)	0	0	(31,652)	75%	
Non Operating Revenue	(23,733)	(23,733)	0	100%	(31,652)	0	0	(31,652)	75%	
Operating Expenditure										
0301. Administration Costs	205,402	135,936	(69,466)	151%	187,690	0	0	187,690	109%	YTD: Over budget in wages & salaries to date. EOY: No change.
0350. General Expenses	7,935	8,568	633	93%	11,430	0	0	11,430	69%	
0415. Utilities	12,234	12,440	206	98%	23,757	0	0	23,757	51%	
0510. Grounds Maintenance	13,194	9,847	(3,347)	134%	14,180	0	0	14,180	93%	YTD: Higher than expected maintenance required to date. EOY: No change.
0530. Building Maintenance	27,389	20,052	(7,337)	137%	28,000	0	0	28,000	98%	YTD: Higher than expected maintenance required to date. EOY: No change.
0680. Depreciation	23,733	23,733	0	100%	31,652	0	0	31,652	75%	
0980. Administration Overheads	42,786	42,786	0	100%	57,072	0	0	57,072	75%	
5013. Promotion Expenses	4,050	9,000	4,950	45%	12,000	0	0	12,000	34%	YTD: Lower than expected promotional costs incurred to date. EOY: No change.
5021. Mwa Festival of Fleeces	9,385	6,000	(3,385)	156%	6,000	0	0	6,000	156%	YTD: Initial costs for FoTF. EOY: No change.
5022. Scn Horse Festival	8,000	8,000	0	100%	8,000	0	0	8,000	100%	
5023. Abn Highland Games	0	0	0	0%	6,000	0	0	6,000	0%	
5024. Other Small Festivals Contributions	0	0	0	0%	2,000	0	0	2,000	0%	
5025. Mdi King of the Ranges	6,000	6,000	0	100%	6,000	0	0	6,000	100%	
5353. Scone Literary Long Weekend	0	6,000	6,000	0%	6,000	0	0	6,000	0%	YTD: No contribution requested to date. EOY: No change.
5577. VIC Relocation Costs	1,668	0	(1,668)	0%	0	0	0	0	0%	YTD: Moving costs to Hunter Warbirds. EOY: No change.
5575. Reconnect Regional NSW-Community	195,138	279,651	84,513	70%	0	239,651	0	239,651	0%	YTD: Funding received for industry stimulus and promotion of tourism and events. EOY: No change.
Operating Expenditure	556,914	568,013	11,099	98%	399,781	239,651	0	639,432	87%	
Capital Expenditure										
4452. VIC Refurbishment	2,544	0	(2,544)	0%	0	0	0	0	0%	YTD: Final upgrade costs incurred. EOY: No change.
4843. Town Christmas Lights	2,147	3,000	853	72%	3,000	0	0	3,000	72%	
Capital Expenditure	4,691	3,000	(1,691)	156%	3,000	0	0	3,000	72%	
Tourism & Area Promotion	317,589	303,678	(13,911)	105%	365,859	0	0	365,859	87%	

UHSC KPI REPORT


Economic Affairs - Tourism & Area Promotion

KPI: Number of Visitors through the Visitor Information Centres.

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	5,625.00	10,756.00	

Economic Affairs - Tourism & Area Promotion

KPI: Referrals to accommodation (VIC's)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	1,350.00	1,248.00	Actuals below target. Reduced operating hours need to be considered, increase in referrals expected with Scone Horse Week festival in May.

Economic Affairs - Tourism & Area Promotion

KPI: Referrals to local attractions including stud tours (VIC's)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	4,500.00	22,499.00	

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**Environment
Noxious Plants & Insect/Vermin Control**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Expenditure										
5058. Noxious Weed Control Exp	190,232	192,886	2,654	99%	192,886	0	0	192,886	99%	YTD: Lower than expected annual levy. EOY: No change.
Operating Expenditure	190,232	192,886	2,654	99%	192,886	0	0	192,886	99%	
Noxious Plants & Insect/Vermin Control	190,232	192,886	2,654	99%	192,886	0	0	192,886	99%	

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**Environment
Stormwater Management**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(98,809)	(98,575)	234	100%	(98,575)	0	0	(98,575)	100%	
Operating Revenue	(98,809)	(98,575)	234	100%	(98,575)	0	0	(98,575)	100%	
Non Operating Revenue										
0920. Depreciation	(94,428)	(94,428)	0	100%	(125,951)	0	0	(125,951)	75%	
6100. F-19016.8519.6475 Stormwater C/o	(112,455)	(112,455)	0	100%	(150,000)	0	0	(150,000)	75%	
Non Operating Revenue	(206,883)	(206,883)	0	100%	(275,951)	0	0	(275,951)	75%	
Operating Expenditure										
0570. Stormwater Drainage Maintenance	78,682	145,639	66,957	54%	196,500	0	0	196,500	40%	YTD: Lower than expected maintenance undertaken to date. EOY: No change.
0680. Depreciation	94,428	94,428	0	100%	125,951	0	0	125,951	75%	
0980. Administration Overheads	130,050	130,050	0	100%	173,471	0	0	173,471	75%	
0989. Efficiency Gains	0	0	0	0%	(10,000)	0	0	(10,000)	0%	
Operating Expenditure	303,160	370,117	66,957	82%	485,922	0	0	485,922	62%	
Non Operating Expenditure										
7101. Cont to Street Cleaning	31,491	31,491	0	100%	42,000	0	0	42,000	75%	
Non Operating Expenditure	31,491	31,491	0	100%	42,000	0	0	42,000	75%	
Capital Expenditure										
4439. Belmore St Channel	34,348	100,000	65,652	34%	200,000	60,000	0	260,000	13%	YTD: Works continuing expected to be finalised by year end. EOY: No change.
4893. Kelly St Stormwater - CBD Upgrade	110	0	(110)	0%	0	0	0	0	0%	
4956. Segenhoe & Graeme Sts Abn	42,997	30,000	(12,997)	143%	30,000	0	0	30,000	143%	YTD: Project complete. EOY: No change.
4970. Stormwater Replacement Program	0	0	0	0%	60,000	(60,000)	0	0	#DIV/0!	
Capital Expenditure	77,455	130,000	52,545	60%	290,000	0	0	290,000	27%	
Stormwater Management	106,414	226,150	119,736	47%	443,396	0	0	443,396	24%	

UHSC KPI REPORT


Environment - Stormwater Management

KPI: Complete all funded stormwater capital works within budget and timeframe

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	90.00	59.58	YTD Target is: \$130,000 YTD Actual is: \$77,455 Works are programmed however, due to long lag times with culvert and pipe supplies this might change.


Environment - Stormwater Management

KPI: Completion of maintenance program budget spend (stormwater)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	90.00	71.14	YTD Target is: 370,117 YTD Actual is: \$263,312 Reasons for this are: below target due to staff and contractor availability works programmed


Environment - Stormwater Management

KPI: Completion of planned inspections of the stormwater network using CCTV

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	50.00	0.00	CCTV inspection is programmed to be completed by June

Environment - Stormwater Management

KPI: Number of complaints due to drainage overflows received annually

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	#	18.00	21.00	Monthly Actual: 5

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**Environment
Street Cleaning**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Non Operating Revenue										
6101. Cont from Stormwater Drainage	(31,491)	(31,491)	0	100%	(42,000)	0	0	(42,000)	75%	
Non Operating Revenue	(31,491)	(31,491)	0	100%	(42,000)	0	0	(42,000)	75%	
Operating Expenditure										
0625. Street & Gutter Cleaning	137,308	146,847	9,539	94%	196,000	0	0	196,000	70%	
Operating Expenditure	137,308	146,847	9,539	94%	196,000	0	0	196,000	70%	
Street Cleaning	105,817	115,356	9,539	92%	154,000	0	0	154,000	69%	YTD: Lower than expected contract cleaning to date. EOY: No change.

UHSC KPI REPORT

Environment - Street Cleaning

KPI: Length of Urban and CBD roads swept annually

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		km	116.00	348.00	Full network sweep completed in February 2023

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Environment
Waste Management

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	0	0	0	0%	(590,500)	338,000	0	(252,500)	0%	
0283. Commercial Waste Revenue	(258,383)	(320,152)	(61,769)	81%	(320,152)	0	0	(320,152)	81%	YTD: Lower than expected annual access fee for commercial waste to date. EOY: No change.
0284. Domestic Waste User Fees & Charges	(3,391,481)	(3,419,321)	(27,840)	99%	(3,358,821)	0	0	(3,358,821)	101%	YTD: Higher than expected annual access fee for domestic waste to date. EOY: No change
0285. Other Waste Revenue	(318,873)	(203,168)	115,705	157%	(204,274)	0	0	(204,274)	156%	YTD: Higher than expected scrap metal sales to date. EOY: No change.
0286. Landfill Collection Revenue	(1,542,561)	(1,509,161)	33,400	102%	(1,586,178)	(350,000)	0	(1,936,178)	80%	YTD: Higher than expected revised landfill fees received to date. EOY: No change.
Operating Revenue	(5,511,298)	(5,451,802)	59,496	101%	(6,059,925)	(12,000)	0	(6,071,925)	91%	
Non Operating Revenue										
0920. Depreciation	(746,343)	(746,343)	0	100%	(995,525)	0	0	(995,525)	75%	
6035. F-19016.8519.6412 Other Waste	(58,851)	(58,851)	0	100%	(78,502)	0	0	(78,502)	75%	
6037. F-19015.8512.6349 Domestic Waste	(63,756)	(63,756)	0	100%	(85,045)	0	0	(85,045)	75%	
Non Operating Revenue	(868,950)	(868,950)	0	100%	(1,159,072)	0	0	(1,159,072)	75%	
Operating Expenditure										
0301. Administration Costs	218,741	152,459	(66,282)	143%	208,164	0	0	208,164	105%	YTD: Additional costs for consultants incurred. EOY: No change.
0415. Utilities	5,481	6,572	1,091	83%	9,885	0	0	9,885	55%	
0421. Scone Landfill CRC Operations	668	0	(668)	0%	0	0	0	0	0%	
0456. Illegal Rubbish Dumping	4,307	9,055	4,748	48%	12,235	0	0	12,235	35%	YTD: Lower than expected costs for illegal dumping incurred to date. EOY: No change.
0468. Organics Collection	390,134	521,878	131,744	75%	895,000	0	0	895,000	44%	YTD: Organics collection lower than expected to date. EOY: No change.
0469. Landfill Operations- Mwal/Cassilis	224,706	181,716	(42,990)	124%	256,673	0	0	256,673	88%	YTD: Higher than expected operation costs to date. EOY: No change.
0484. MGB Waste Collection	1,321,488	1,052,124	(269,364)	126%	1,498,000	100,000	0	1,598,000	83%	YTD: Kerbside Collection costs higher than expected to date. EOY: No change.
0486. Landfill Operations- Scn	561,777	603,012	41,235	93%	834,810	0	0	834,810	67%	YTD: Lower than expected operation costs to date. EOY: No change.
0487. Landfill Operations- Abn	190,510	229,515	39,005	83%	317,515	0	0	317,515	60%	YTD: Lower than expected operation costs to date. EOY: No change.
0488. Landfill Operations- Mdi	134,166	103,242	(30,924)	130%	144,625	0	0	144,625	93%	YTD: Higher than expected operation costs to date. EOY: No change.
0632. State Govt Waste Levy	492,914	532,647	39,733	93%	410,360	250,000	0	660,360	75%	YTD: Lower than expected revised waste levy fees to date. EOY: No change.
0633. Kerbside Bulk Collection	164,479	138,580	(25,899)	119%	138,580	0	0	138,580	119%	YTD: Higher than expected bulk collection costs. EOY: No change.
0680. Depreciation	746,343	746,343	0	100%	995,525	0	0	995,525	75%	
0980. Administration Overheads	165,105	165,105	0	100%	220,233	0	0	220,233	75%	
0989. Efficiency Gains	0	0	0	0%	(50,000)	0	0	(50,000)	0%	
Operating Expenditure	4,620,819	4,442,248	(178,571)	104%	5,891,605	350,000	0	6,241,605	74%	
Non Operating Expenditure										
7081. Cont to Loan Repayments	18,738	18,738	0	100%	25,000	0	0	25,000	75%	
7131. Cont to Urban Rds Maintenance	93,708	93,708	0	100%	125,000	0	0	125,000	75%	
7269. Cont to UH Sustainability	7,497	7,497	0	100%	10,000	0	0	10,000	75%	
Non Operating Expenditure	119,943	119,943	0	100%	160,000	0	0	160,000	75%	

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**Environment
Waste Management**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Capital Expenditure										
0816. Waste Mdi - Upgrade & Capping	3,048	0	(3,048)	0%	0	0	0	0	0%	YTD: Initial costs for landfill closure and capping. Overall costs to be reviewed before vote proposed. EOY: No change.
0817. Better Waste Program	6,098	0	(6,098)	0%	0	0	0	0	0%	YTD: Waste education programs awaiting grant funding allocation before request vote proposed. EOY: No change at present.
1173. Scn - Landfill Development Extension	2,556	0	(2,556)	0%	0	0	0	0	0%	YTD: Investigations continuing. EOY: No change.
1347. Aberdeen Waste Facility Expansion	12,819	13,000	181	99%	468,000	(453,000)	0	15,000	85%	
4562. Abn - Weighbridge	17,941	18,000	59	100%	0	18,000	0	18,000	0%	
4744. Waste Mwa - Upgrade & Capping	8,801	0	(8,801)	0%	0	0	0	0	0%	YTD: Initial costs for landfill closure and capping. Overall costs to be reviewed before vote proposed. EOY: No change.
4849. Scn - Impound yard	20,520	20,500	(20)	100%	0	20,500	0	20,500	0%	
4874. Green Lid Waste Bins Introduction	161,872	162,000	128	100%	0	162,000	0	162,000	0%	
4932. Mwa - Transfer Station	3,368	3,000	(368)	112%	278,801	(273,801)	0	5,000	67%	
4933. Mdi - Transfer Station	5,985	4,730	(1,255)	127%	275,591	(270,861)	0	4,730	127%	
4992. Scn - Moving Bay	0	0	0	0%	145,000	(145,000)	0	0	0%	
5574. Murrurundi Portable Toilet	18,508	18,500	(8)	100%	0	18,500	0	18,500	0%	
Capital Expenditure	261,516	239,730	(21,786)	109%	1,167,392	(923,662)	0	243,730	107%	
Waste Management	(1,377,970)	(1,518,831)	(140,861)	91%	0	(585,662)	0	(585,662)	0%	

UHSC KPI REPORT


Environment - Waste Management

KPI: Conduct community education initiatives (inc. media & joint activities) promoting the benefits of waste avoidance, minimisation composting and recycling, including problem waste disposal at CRC (activities)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	4.00	13.00	Outcomes of Clean Up Australia Day posted and also promotion of upcoming Mattress and Tyre Muster (scheduled for 29 April 2023)


Environment - Waste Management

KPI: Kerbside collection services are provided to timetable unless notified (eg Christmas holidays) (% bins)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	95.00	99.00	Meeting target for collection timetables


Environment - Waste Management

KPI: Kerbside waste diverted from landfill

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	50.00	55.41	Kerbside waste diversion rate for February 2023 was 55.41%. March 2023 data unavailable until approximately 3rd week in April 2023

Environment - Waste Management

KPI: Total waste diverted from landfill

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	25.00	45.10	Total waste diverted from landfill February 2023 was 45.1%, significantly exceeding target. This was boosted by 339 tonnes of scrap metal removed across all Council waste facilities in February 2023.

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**General Purpose Revenues
Rates, Grants & Interest Revenues**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0100. Rates & Charges	(11,900,996)	(11,879,771)	21,225	100%	(11,816,039)	0	0	(11,816,039)	101%	YTD: Higher than expected rates due to lower pensioner concessions to date. EOY: No change.
0115. Grants	(770,379)	(540,000)	230,379	143%	(2,566,842)	0	0	(2,566,842)	30%	YTD: Higher than expected Financial Assistance Funding (FAGS) to date. EOY: No change.
0120. Interest & Investment Income	(80,600)	(89,964)	(9,364)	90%	(120,000)	0	0	(120,000)	67%	YTD: Lower than expected interest returns to date. EOY: No change.
Operating Revenue	(12,751,975)	(12,509,735)	242,240	102%	(14,502,881)	0	0	(14,502,881)	88%	
Non Operating Revenue										
6050. F-19016.8517.6409 FAG	(2,019,393)	(2,019,393)	0	100%	(2,692,524)	0	0	(2,692,524)	75%	
Non Operating Revenue	(2,019,393)	(2,019,393)	0	100%	(2,692,524)	0	0	(2,692,524)	75%	
Operating Expenditure										
0980. Administration Overheads	201,420	201,420	0	100%	268,664	0	0	268,664	75%	
Operating Expenditure	201,420	201,420	0	100%	268,664	0	0	268,664	75%	
Non Operating Expenditure										
7050. T-19016.8517.6409 FAG	0	0	0	0%	1,725,622	0	0	1,725,622	0%	
Non Operating Expenditure	0	0	0	0%	1,725,622	0	0	1,725,622	0%	
Rates, Grants & Interest Revenues	(14,569,948)	(14,327,708)	242,240	102%	(15,201,119)	0	0	(15,201,119)	96%	

UHSC KPI REPORT

General Purpose Revenues

KPI: To achieve the benchmark return on Council's investments

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	100.00	100.00	Achieving above 90Day Average BBSW benchmark rate

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Governance
Council Services

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Expenditure										
0301. Administration Costs	137,079	133,542	(3,537)	103%	182,747	0	0	182,747	75%	YTD: Over budget in salaries to date. EOY: No change.
0330. Mayor & Elected Member Expenses	114,922	134,030	19,108	86%	197,175	0	0	197,175	58%	YTD: Under budget in allowances to date. EOY: No change.
0345. Meals Entertainment & Other Functions	4,698	5,675	977	83%	8,000	0	0	8,000	59%	
0350. General Expenses	8,516	21,491	12,975	40%	35,500	0	0	35,500	24%	YTD: Lower than expected training and conference costs to date. EOY: No change.
0980. Administration Overheads	218,313	218,313	0	100%	291,206	0	0	291,206	75%	
0989. Efficiency Gains	0	0	0	0%	(10,000)	0	0	(10,000)	0%	
5016. s356 Contributions Expenses	18,159	26,088	7,929	70%	34,000	0	0	34,000	53%	YTD: Lower than expected donations provided to date. EOY: No change.
5088. Cont - Local Government NSW	0	0	0	0%	34,000	0	0	34,000	0%	
5127. Cont - Hunter Council Joint Organisation	31,191	32,000	809	97%	32,000	0	0	32,000	97%	
Operating Expenditure	532,878	571,139	38,261	93%	804,628	0	0	804,628	66%	
Non Operating Expenditure										
7018. T-19016.8518.6410 Council Elections	0	0	0	0%	40,000	0	0	40,000	0%	
Non Operating Expenditure	0	0	0	0%	40,000	0	0	40,000	0%	
Council Services	532,878	571,139	38,261	93%	844,628	0	0	844,628	63%	

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**Health
Health Services**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0105. Statutory Fees & Charges	(36,064)	(53,001)	(16,937)	68%	(70,700)	0	0	(70,700)	51%	YTD: Lower than expected regulator premises and public pool inspections fees to date. EOY: No change.
0110. User Fees & Charges	(150,493)	(144,905)	5,588	104%	(145,280)	0	0	(145,280)	104%	YTD: Higher than expected annual onsite sewer fees to date. EOY: No change.
Operating Revenue	(186,557)	(197,906)	(11,349)	94%	(215,980)	0	0	(215,980)	86%	
Operating Expenditure										
0304. Customer Services	90,333	58,463	(31,870)	155%	80,000	0	0	80,000	113%	YTD: Over budget in salaries to date. EOY: No change.
0350. General Expenses	223	1,500	1,277	15%	2,000	0	0	2,000	11%	
0497. Health Inspections	32,339	51,101	18,762	63%	69,861	0	0	69,861	46%	YTD: Under budget in salaries to date due to staff vacancies. EOY: No change.
0624. Onsite Sewerage Management	136,358	94,171	(42,187)	145%	128,844	0	0	128,844	106%	YTD: Higher costs due to the use of contractors to date. EOY: No change.
0980. Administration Overheads	48,582	48,582	0	100%	64,804	0	0	64,804	75%	
0989. Efficiency Gains	0	0	0	0%	(5,000)	0	0	(5,000)	0%	
5059. Food Handling Course Exp	500	500	0	100%	500	0	0	500	100%	
Operating Expenditure	308,335	254,317	(54,018)	121%	341,009	0	0	341,009	90%	
Health Services	121,778	56,411	(65,367)	216%	125,029	0	0	125,029	97%	

UHSC KPI REPORT


Health

KPI: Number of health inspections undertaken per annum

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	#	90.00	64.00	Below target for March.

Health

KPI: Number of On Site Sewer Management Systems (OSSMS) inspections undertaken per annum

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	#	260.00	185.00	Below target for March.

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**Housing & Community Amenities
Emergency Housing**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	0	0	0	0%	(2,600)	0	0	(2,600)	0%	
Operating Revenue	0	0	0	0%	(2,600)	0	0	(2,600)	0%	
Operating Expenditure										
0415. Utilities	0	0	0	0%	4,800	0	0	4,800	0%	
0530. Building Maintenance	0	2,400	2,400	0%	4,800	0	0	4,800	0%	YTD: No maintenance required to building to date. EOY: No change.
Operating Expenditure	0	2,400	2,400	0%	9,600	0	0	9,600	0%	
Emergency Housing	0	2,400	2,400	0%	7,000	0	0	7,000	0%	

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**Housing & Community Amenities
Low Income Housing**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(1,950)	(2,600)	(650)	75%	(10,400)	0	0	(10,400)	19%	
Operating Revenue	(1,950)	(2,600)	(650)	75%	(10,400)	0	0	(10,400)	19%	
Non Operating Revenue										
0920. Depreciation	(6,732)	(6,732)	0	100%	(8,980)	0	0	(8,980)	75%	
Non Operating Revenue	(6,732)	(6,732)	0	100%	(8,980)	0	0	(8,980)	75%	
Operating Expenditure										
0415. Utilities	3,992	4,100	108	97%	5,600	0	0	5,600	71%	
0530. Building Maintenance	4,356	6,750	2,394	65%	9,000	0	0	9,000	48%	
0680. Depreciation	6,732	6,732	0	100%	8,980	0	0	8,980	75%	
Operating Expenditure	15,080	17,582	2,502	86%	23,580	0	0	23,580	64%	YTD: Lowr than expected maintenance required to date. EOY: No change.
Capital Expenditure										
1036. Low income Housing Painting	0	0	0	0%	1,500	0	0	1,500	0%	
1039. Low Income Replace Floor coverings	0	0	0	0%	2,000	0	0	2,000	0%	
4842. Low Income Housing Air-Conditioner	0	0	0	0%	1,500	0	0	1,500	0%	
Capital Expenditure	0	0	0	0%	5,000	0	0	5,000	0%	
Low Income Housing	6,398	8,250	1,852	78%	9,200	0	0	9,200	70%	

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**Housing & Community Amenities
Public Cemeteries**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(92,210)	(101,205)	(8,996)	91%	(135,000)	0	0	(135,000)	68%	YTD: Lower than expected site plot fees received to date. EOY: No change.
Operating Revenue	(92,210)	(101,205)	(8,996)	91%	(135,000)	0	0	(135,000)	68%	
Non Operating Revenue										
0920. Depreciation	(9,873)	(9,873)	0	100%	(13,170)	0	0	(13,170)	75%	
Non Operating Revenue	(9,873)	(9,873)	0	100%	(13,170)	0	0	(13,170)	75%	
Operating Expenditure										
0415. Utilities	7,230	9,125	1,895	79%	10,500	0	0	10,500	69%	YTD: Lower than expected electricity charges and water usage to date. EOY: No change.
0630. Cemetery Maintenance	114,384	95,617	(18,767)	120%	129,500	0	0	129,500	88%	YTD: Increased level of maintenance required to date. EOY: No change.
0647. Grave Excavation - Mwa, Mdi & Abn	4,629	3,697	(932)	125%	5,000	0	0	5,000	93%	
0648. Cemetery Plaques	1,502	1,692	190	89%	2,250	0	0	2,250	67%	
0680. Depreciation	9,873	9,873	0	100%	13,170	0	0	13,170	75%	
0980. Administration Overheads	7,929	7,929	0	100%	10,572	0	0	10,572	75%	
Operating Expenditure	145,547	127,933	(17,614)	114%	170,992	0	0	170,992	85%	
Capital Expenditure										
0702. Scone Lawn Cemetery Extension	0	0	0	0%	20,000	0	0	20,000	0%	
1261. Tree Planting	0	5,000	5,000	0%	5,000	0	0	5,000	0%	YTD: No planting activities commenced to date. EOY: No change.
5806. Cemetery Furniture	0	0	0	0%	12,500	0	0	12,500	0%	
Capital Expenditure	0	5,000	5,000	0%	37,500	0	0	37,500	0%	
Public Cemeteries	43,464	21,855	(21,610)	199%	60,322	0	0	60,322	72%	

UHSC KPI REPORT


Housing & Community Amenities - Public Cemeteries

KPI: Delivery of funded capital work priorities for cemeteries completed within allocated timeframes.

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	45.00	0.00	

Housing & Community Amenities - Public Cemeteries

KPI: Percentage of Customer Requests for cemetery maintenance responded to within 14 days

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	100.00	100.00	Monthly Actual: 1

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**Housing & Community Amenities
Public Conveniences**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Non Operating Revenue										
0920. Depreciation	(24,669)	(24,669)	0	100%	(32,906)	0	0	(32,906)	75%	
Non Operating Revenue	(24,669)	(24,669)	0	100%	(32,906)	0	0	(32,906)	75%	
Operating Expenditure										
0415. Utilities	3,957	4,775	818	83%	7,650	0	0	7,650	52%	
0531. Public Amenities Maintenance	188,513	119,189	(69,324)	158%	163,000	0	0	163,000	116%	YTD: Higher than expected maintenance and servicing costs required to date. EOY: No change.
0680. Depreciation	24,669	24,669	0	100%	32,906	0	0	32,906	75%	
0980. Administration Overheads	9,126	9,126	0	100%	12,171	0	0	12,171	75%	
Operating Expenditure	226,265	157,759	(68,506)	143%	215,727	0	0	215,727	105%	
Public Conveniences	201,596	133,090	(68,506)	151%	182,821	0	0	182,821	110%	

UHSC KPI REPORT

Housing & Community Amenities - Public Conveniences

KPI: Number of customer requests of unsatisfactory cleanliness of public conveniences annually

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	8.00	3.00	Monthly Actual: 0

**Services Report
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**Housing & Community Amenities
Street Lighting**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	0	(56,000)	(56,000)	0%	(56,000)	0	0	(56,000)	0%	YTD: Delay in the receipt of fundng for street lighting to date. EOY: No change.
Operating Revenue	0	(56,000)	(56,000)	0%	(56,000)	0	0	(56,000)	0%	
Non Operating Revenue										
6061. F-19016.8523.6444 Street Lighting	0	0	0	0%	(40,000)	40,000	0	0	0%	
Non Operating Revenue	0	0	0	0%	(40,000)	40,000	0	0	0%	
Operating Expenditure										
0415. Utilities	170,476	166,600	(3,876)	102%	250,000	0	0	250,000	68%	YTD: Higher than expected electricity charges to date. EOY: No change.
Operating Expenditure	170,476	166,600	(3,876)	102%	250,000	0	0	250,000	68%	
Capital Expenditure										
1350. Vennacher St Mwa - Lighting Ped Cross	8,563	8,600	38	100%	60,000	(40,000)	0	20,000	43%	
Capital Expenditure	8,563	8,600	38	0%	60,000	(40,000)	0	20,000	43%	
Street Lighting	179,039	119,200	(59,838)	150%	214,000	0	0	214,000	84%	

UHSC KPI REPORT

Housing & Community Amenities - Street Lighting

KPI: Number of customer requests of faulty and broken street lighting annually

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	23.00	0.00	Monthly Target is: 2.5 Monthly Actual is: 0

**Services Report
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**Housing & Community Amenities
Town Planning**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0105. Statutory Fees & Charges	(262,278)	(248,610)	13,668	106%	(291,600)	(30,000)	0	(321,600)	82%	YTD: Higher than expected development application received to date. EOY: No change.
0110. User Fees & Charges	(536)	(8,103)	(7,567)	7%	(10,800)	0	0	(10,800)	5%	YTD: No re-zoning fees received to date. EOY: No change.
0115. Grants	(26,640)	(23,344)	3,296	114%	(68,090)	0	0	(68,090)	39%	YTD: Delay in receipt of Scone floodplain management fee funding to date. EOY: No change.
0130. Other Income	(17,000)	(17,000)	0	100%	0	(17,000)	0	(17,000)	100%	
0140. Contributions	(550,473)	(230,271)	320,202	239%	(187,100)	(100,000)	(270,000)	(557,100)	99%	YTD: Higher than expected s94 contributions received to date. EOY: No change.
Operating Revenue	(856,927)	(527,328)	329,599	163%	(557,590)	(147,000)	(270,000)	(974,590)	88%	
Operating Expenditure										
0304. Customer Services	73,994	72,526	(1,468)	102%	99,178	0	0	99,178	75%	YTD: Over budget in salaries to date. EOY: No change.
0493. Planning	372,461	354,544	(17,917)	105%	377,834	77,000	0	454,834	82%	YTD: Higher costs due to contract planning services required due to staff vacancies and also additional legal costs incurred for planning matters. EOY: No change at present.
0656. Heritage Advisor	14,626	16,497	1,871	89%	22,000	0	0	22,000	66%	YTD: Lower than expected consulting costs to date. EOY: no change.
0658. Local Heritage	0	5,500	5,500	0%	11,000	0	0	11,000	0%	YTD: No requests for heritage support received to date. EOY: No change.
0980. Administration Overheads	69,111	69,111	0	100%	92,180	0	0	92,180	75%	
0989. Efficiency Gains	0	0	0	0%	(5,000)	0	0	(5,000)	0%	
0996. Aberdeen Flood Warning System	0	0	0	0%	10,500	0	0	10,500	0%	
0997. Land Use Strategy Review	23,500	25,000	1,500	94%	50,000	0	0	50,000	47%	
1332. Community Heritage	2,720	7,425	4,705	37%	9,900	0	0	9,900	27%	YTD: Lower than expected consulting costs to date. EOY: no change.
1343. Scone Floodplain Mgt Plan Review	21,650	35,018	13,368	62%	70,035	0	0	70,035	31%	YTD: Review continuing. EOY: No change.
1349. Planning Portal Integration	1,900	0	(1,900)	0%	0	0	0	0	0%	YTD: Initial costs for Stage 2 of planning portal rollout. EOY: No change.
1353. Road Closures	5,197	0	(5,197)	0%	0	0	0	0	0%	YTD: Costs associated with road closures to be reviewed. EOY: No change.
2062. Scone Flood Warning System	2,824	5,000	2,176	56%	5,000	0	0	5,000	56%	YTD: Lower than expected costs incurred to date. EOY: No change.
4994. DCP Update	2,590	0	(2,590)	0%	0	0	0	0	0%	YTD: Late costs to finalise DCP update.
Operating Expenditure	590,573	590,621	48	100%	742,627	77,000	0	819,627	72%	
Non Operating Expenditure										
7074. T-19015.8510.6305 s94A Contributions	224,946	224,946	0	100%	180,000	100,000	270,000	550,000	41%	
7272. T-19015.8510.6585 S94 Rec & Open	3,744	3,744	0	100%	5,000	0	0	5,000	75%	
7273. T-19015.8510.6586 S94 Com & Cultural	1,503	1,503	0	100%	2,000	0	0	2,000	75%	
7274. T-19015.8510.6587 S94 Plan Mgt &	75	75	0	100%	100	0	0	100	75%	
Non Operating Expenditure	230,268	230,268	0	100%	187,100	100,000	270,000	557,100	41%	
Town Planning	(36,086)	293,561	329,647	(12%)	372,137	30,000	0	402,137	(9%)	

UHSC KPI REPORT


Housing & Community Amenities - Town Planning

KPI: Average 10.7 planning Certificate processing time (days)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		Days	5.00	3.93	57 10.7 Planning Certificates issued for March 2023.


Housing & Community Amenities - Town Planning

KPI: Average Subdivision Certificates processing time (days)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		Days	14.00	13.44	Below target for the month of March.

Housing & Community Amenities - Town Planning

KPI: Median time taken to determine Applications (days)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		Days	40.00	30.00	Above target for March.

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**Mining, Manufacturing & Construction
Building Control**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0105. Statutory Fees & Charges	(109,164)	(132,804)	(23,640)	82%	(177,150)	0	0	(177,150)	62%	YTD: Lower than expected building inspection revenue to date. EOY: No change.
0110. User Fees & Charges	(2,157)	(2,250)	(93)	96%	(3,000)	0	0	(3,000)	72%	
0130. Other Income	0	(150)	(150)	0%	(200)	0	0	(200)	0%	
Operating Revenue	(111,321)	(135,204)	(23,883)	82%	(180,350)	0	0	(180,350)	62%	
Operating Expenditure										
0304. Customer Services	74,239	67,564	(6,675)	110%	92,452	0	0	92,452	80%	YTD: Over budget in salaries to date. EOY: No change.
0494. Building Services	103,230	168,503	65,273	61%	275,607	(30,000)	0	245,607	42%	YTD: Under budget in salaries due to staff vacancies. EOY: No change.
0980. Administration Overheads	68,166	68,166	0	100%	90,920	0	0	90,920	75%	
Operating Expenditure	245,635	304,233	58,598	81%	458,979	(30,000)	0	428,979	57%	
Building Control	134,314	169,029	34,715	79%	278,629	(30,000)	0	248,629	54%	

UHSC KPI REPORT


Mining, Manufacturing & Construction - Building Control

KPI: Median time taken to process construction certificates (days)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	Days	14.00	10.83	Below target for March.

Mining, Manufacturing & Construction - Building Control

KPI: Median time taken to process occupation certificates (days)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	Days	14.00	13.56	Below target for March.

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Mining, Manufacturing & Construction
Quarry Operations

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Non Operating Revenue										
0910. Quarry Revenue	(61,936)	(266,560)	(204,624)	23%	(400,000)	0	0	(400,000)	15%	YTD: Lower than expected gravel used from Council's pits to date. EOY: No change.
0920. Depreciation	(5,148)	(5,148)	0	100%	(6,868)	0	0	(6,868)	75%	
6138. F-19016.8520.6422 Gravel Pit Rehab	(39,501)	(39,501)	0	100%	(52,689)	0	0	(52,689)	75%	
Non Operating Revenue	(106,585)	(311,209)	(204,624)	34%	(459,557)	0	0	(459,557)	23%	
Operating Expenditure										
0415. Utilities	4,289	4,500	211	95%	5,000	0	0	5,000	86%	YTD: Lower than expected extraction costs for gravel in Council's pits to date. EOY: No change.
0640. Quarry Operations	98,776	186,064	87,288	53%	250,000	0	0	250,000	40%	
0680. Depreciation	5,148	5,148	0	100%	6,868	0	0	6,868	75%	
0980. Administration Overheads	24,507	24,507	0	100%	32,689	0	0	32,689	75%	
Operating Expenditure	132,720	220,219	87,499	60%	294,557	0	0	294,557	45%	
Non Operating Expenditure										
7132. Cont to Rds Maintenance	48,726	48,726	0	100%	65,000	0	0	65,000	75%	
Non Operating Expenditure	48,726	48,726	0	100%	65,000	0	0	65,000	75%	
Capital Expenditure										
0806. Gravel Exploration	82,771	80,000	(2,771)	103%	100,000	0	0	100,000	83%	YTD: DA approval for Cuan pit still in progress. EOY: No change.
Capital Expenditure	82,771	80,000	(2,771)	103%	100,000	0	0	100,000	83%	
Quarry Operations	157,632	37,736	(119,896)	418%	0	0	0	0	0%	

**Services Report
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**Public Order & Safety
Animal Control**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0295. Animal Control Revenue	(15,258)	(14,616)	642	104%	(20,600)	0	0	(20,600)	74%	
Operating Revenue	(15,258)	(14,616)	642	104%	(20,600)	0	0	(20,600)	74%	
Non Operating Revenue										
0920. Depreciation	(4,725)	(4,725)	0	100%	(6,306)	0	0	(6,306)	75%	
Non Operating Revenue	(4,725)	(4,725)	0	100%	(6,306)	0	0	(6,306)	75%	
Operating Expenditure										
0415. Utilities	1,894	2,942	1,048	64%	4,560	0	0	4,560	42%	
0495. Animal Control	78,185	93,505	15,320	84%	127,802	0	0	127,802	61%	YTD: Under budget in salaries to date due to staff vacancies. EOY: No change.
0530. Building Maintenance	3,393	5,066	1,673	67%	6,900	0	0	6,900	49%	YTD: Lower than expected maintenance required to date. EOY: No change.
0680. Depreciation	4,725	4,725	0	100%	6,306	0	0	6,306	75%	
0980. Administration Overheads	16,686	16,686	0	100%	22,253	0	0	22,253	75%	
Operating Expenditure	104,883	122,924	18,041	85%	167,821	0	0	167,821	62%	
Animal Control	84,900	103,583	18,683	82%	140,915	0	0	140,915	60%	

UHSC KPI REPORT


Public Order & Safety - Animal Control

KPI: Percentage of impounded animals released or re-homed

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	80.00	130.00	13 Animals impounded, 17 rehomed during March.

Public Order & Safety - Animal Control

KPI: Percentage of urgent customer complaints/inquiries responded to within 24 hours (Animal Control)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	90.00	77.56	Nil urgent complaints during March.

Services Report
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Public Order & Safety
Emergency Services

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	0	0	0	0%	(8,500)	0	0	(8,500)	0%	
Operating Revenue	0	0	0	0%	(8,500)	0	0	(8,500)	0%	
Non Operating Revenue										
0920. Depreciation	(23,508)	(23,508)	0	100%	(31,356)	0	0	(31,356)	75%	
6139. F-19016.8521.6493 Emergency	0	0	0	0%	(300,000)	0	0	(300,000)	0%	
6616. F-19016.8517.6657 Special Proj Cost	(12,561)	(12,561)	0	100%	(16,748)	0	0	(16,748)	75%	
Non Operating Revenue	(36,069)	(36,069)	0	100%	(348,104)	0	0	(348,104)	10%	
Operating Expenditure										
0301. Administration Costs	0	3,250	3,250	0%	6,500	0	0	6,500	0%	YTD: No costs incurred to date. EOY: No change.
0350. General Expenses	1,500	1,900	400	79%	3,200	0	0	3,200	47%	
0415. Utilities	14,013	11,964	(2,049)	117%	21,000	0	0	21,000	67%	YTD: Higher than expected electricity to date. EOY: No change.
0530. Building Maintenance	4,407	1,164	(3,243)	379%	1,550	0	0	1,550	284%	YTD: Higher than expected maintenance required to date. EOY: No change.
0680. Depreciation	23,508	23,508	0	100%	31,356	0	0	31,356	75%	
0980. Administration Overheads	17,154	17,154	0	100%	22,878	0	0	22,878	75%	
5039. Contributions-State Emergency Fund	28,456	28,455	(1)	100%	37,941	0	0	37,941	75%	
Operating Expenditure	89,038	87,395	(1,643)	102%	124,425	0	0	124,425	72%	
Capital Expenditure										
5497. Scone Emergency Operations Centre	96,503	100,000	3,497	97%	300,000	0	0	300,000	32%	YTD: Project continuing. EOY: No change.
Capital Expenditure	96,503	100,000	3,497	97%	300,000	0	0	300,000	32%	
Emergency Services	149,472	151,326	1,854	99%	67,821	0	0	67,821	220%	

UHSC KPI REPORT

Public Order & Safety - Emergency Services

KPI: Disaster and Emergency Management protocols maintained (Emergency Services)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	100.00	100.00	Disaster and Emergency Management Protocols maintained

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**Public Order & Safety
Fire Service Levy & Fire Protection**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0125. Reimbursements	(181,713)	(178,150)	3,563	102%	(178,150)	0	0	(178,150)	102%	YTD: Higher than expected M&R budget received. EOY: No change.
Operating Revenue	(181,713)	(178,150)	3,563	102%	(178,150)	0	0	(178,150)	102%	
Non Operating Revenue										
0920. Depreciation	(26,028)	(26,028)	0	100%	(34,724)	0	0	(34,724)	75%	
6616. F-19016.8517.6657 Special Proj Cost	(141,273)	(141,273)	0	100%	(188,364)	0	0	(188,364)	75%	
Non Operating Revenue	(167,301)	(167,301)	0	100%	(223,088)	0	0	(223,088)	75%	
Operating Expenditure										
0301. Administration Costs	0	3,250	3,250	0%	6,500	0	0	6,500	0%	YTD: No costs incurred to date. EOY: No change.
0350. General Expenses	5,857	11,000	5,143	53%	17,000	0	0	17,000	34%	YTD: Lower than expected general costs incurred to date. EOY: No change.
0415. Utilities	18,114	15,664	(2,450)	116%	26,500	0	0	26,500	68%	YTD: Higher than expected electricity costs to date. EOY: No change.
0530. Building Maintenance	6,056	8,250	2,194	73%	11,000	0	0	11,000	55%	YTD: Lower than expected maintenance required to date. EOY: No change.
0591. RFS Vehicle Maintenance	16,510	51,745	35,235	32%	72,750	0	0	72,750	23%	YTD: Lower than expected maintenance required to date. EOY: No change.
0680. Depreciation	26,028	26,028	0	100%	34,724	0	0	34,724	75%	
0980. Administration Overheads	27,225	27,225	0	100%	36,317	0	0	36,317	75%	
5010. Maintenance-Radios	4,669	5,000	331	93%	10,000	0	0	10,000	47%	
5035. Maintenance -Plant Items	3,979	0	(3,979)	0%	0	0	0	0	0%	YTD: Maintenance of equipment required. EOY: No change.
5060. Contributions-NSW FB	66,400	66,399	(1)	100%	88,533	0	0	88,533	75%	
5061. Contributions - RFS	568,475	568,476	2	100%	757,966	0	0	757,966	75%	
Operating Expenditure	743,313	783,037	39,725	95%	1,061,290	0	0	1,061,290	70%	
Capital Expenditure										
0730. Gummun RFS Shed	1,300	0	(1,300)	0%	0	0	0	0	0%	YTD: initial planning of fire shed developments. EOY: No change at present.
1317. Bow RFS Shed	1,300	0	(1,300)	0%	0	0	0	0	0%	YTD: initial planning of fire shed developments. EOY: No change at present.
Capital Expenditure	2,600	0	(2,600)	0%	0	0	0	0	0%	
Fire Service Levy & Fire Protection	396,899	437,586	40,688	91%	660,052	0	0	660,052	60%	

UHSC KPI REPORT

Public Order & Safety - Fire Service Levy & Fire Protection

KPI: Ensure that fire protection management protocols maintained (Fire Services)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	100.00	100.00	Fire protection management protocols are being maintained


**Services Report
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**Public Order & Safety
LG Regulation Enforcement**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0296. LG Regulation Enforcement Revenue	(12,151)	(18,603)	(6,452)	65%	(24,800)	0	0	(24,800)	49%	YTD: Lower than expected infringement fees to date. EOY: No change.
Operating Revenue	(12,151)	(18,603)	(6,452)	65%	(24,800)	0	0	(24,800)	49%	
Operating Expenditure										
0304. Customer Services	41,406	41,648	242	99%	56,989	0	0	56,989	73%	
0350. General Expenses	2,651	1,386	(1,265)	191%	1,850	0	0	1,850	143%	
0498. Private Swimming Pool Regulations	10,848	27,535	16,687	39%	37,618	0	0	37,618	29%	YTD: Under budget in salaries to date due to staff vacancies. EOY: No change.
0499. Nuisance & Health	36,746	56,411	19,665	65%	76,778	0	0	76,778	48%	YTD: Under budget in salaries to date due to staff vacancies. EOY: No change.
0980. Administration Overheads	21,609	21,609	0	100%	28,823	0	0	28,823	75%	
Operating Expenditure	113,260	148,589	35,329	76%	202,058	0	0	202,058	56%	
LG Regulation Enforcement	101,109	129,986	28,877	78%	177,258	0	0	177,258	57%	

UHSC KPI REPORT

Public Order & Safety - Local Government Regulation Enforcement
 KPI: Number of inspections of private swimming pools per annum

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 AMBER	#	120.00	117.00	Above target for March.

Services Report
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Recreation & Culture
Community Centres & Halls

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(13,463)	(5,994)	7,469	225%	(8,000)	0	0	(8,000)	168%	YTD: Increased usage of community centres and halls to date. EOY: No change at present.
Operating Revenue	(13,463)	(5,994)	7,469	225%	(8,000)	0	0	(8,000)	168%	
Non Operating Revenue										
0920. Depreciation	(112,536)	(112,536)	0	100%	(150,110)	0	0	(150,110)	75%	
Non Operating Revenue	(112,536)	(112,536)	0	100%	(150,110)	0	0	(150,110)	75%	
Operating Expenditure										
0415. Utilities	37,949	38,228	279	99%	79,700	0	0	79,700	48%	
0550. Community Centres	15,734	15,105	(629)	104%	20,900	0	0	20,900	75%	
0551. Public Halls	30,581	31,782	1,201	96%	44,100	0	0	44,100	69%	YTD: Lower than expected maintenance required to date. EOY: No change.
0574. Rural Public Halls Grants Program	(1,458)	0	1,458	0%	10,000	0	0	10,000	(15%)	
0664. Old Crt Theatre Building Maintenance	2,650	2,250	(400)	118%	9,000	0	0	9,000	29%	
0680. Depreciation	112,536	112,536	0	100%	150,110	0	0	150,110	75%	
0980. Administration Overheads	31,248	31,248	0	100%	41,683	0	0	41,683	75%	
Operating Expenditure	229,240	231,149	1,909	99%	355,493	0	0	355,493	64%	
Capital Expenditure										
4313. Update Air Con system Mwa School of	3,524	0	(3,524)	0%	0	0	0	0	0%	YTD: Small upgrades required at facilities. EOY: No change at present.
4461. Mwa Building Improvements	2,145	0	(2,145)	0%	0	0	0	0	0%	YTD: Small upgrades required at facilities. EOY: No change at present.
5342. Murrurundi War Memorial Gates	233	0	(233)	0%	0	0	0	0	0%	
Capital Expenditure	5,902	0	(5,902)	0%	0	0	0	0	0%	
Community Centres & Halls	109,143	112,619	3,476	97%	197,383	0	0	197,383	55%	

UHSC KPI REPORT

Recreation & Culture - Community Centres & Halls

KPI: Number of bookings per annum (halls)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	#	450.00	422.00	

**Services Report
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(75% of financial Year Complete)**


**Recreation & Culture
Cultural Services**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(18,195)	(28,740)	(10,545)	63%	(28,740)	0	0	(28,740)	63%	YTD: Reduced fees for Kia-Ora Music Camp
0115. Grants	(12,800)	(16,000)	(3,200)	80%	(4,000)	(16,000)	0	(20,000)	64%	YTD: Balance of additional funding to be received for Australia Day COVID safe event to be received. EOY: No changes.
0130. Other Income	(545)	0	545	0%	0	0	0	0	0%	
0140. Contributions	(500)	0	500	0%	(36,500)	0	0	(36,500)	1%	
Operating Revenue	(32,040)	(44,740)	(12,700)	72%	(69,240)	(16,000)	0	(85,240)	38%	
Non Operating Revenue										
6239. F-19015.8513.6560 Kia Ora Music	(2,990)	(2,990)	0	100%	(2,990)	0	0	(2,990)	100%	
Non Operating Revenue	(2,990)	(2,990)	0	100%	(2,990)	0	0	(2,990)	100%	
Operating Expenditure										
0405. Grants / Donations Paid	16,864	17,750	886	95%	26,250	0	0	26,250	64%	
0415. Utilities	366	600	234	61%	800	0	0	800	46%	
0460. Community Programs & Events	21,248	36,600	15,352	58%	40,600	0	0	40,600	52%	YTD: Costs associated with events lower than expected to date. EOY: No change.
0697. Kia Ora Music Camp	67,948	68,230	282	100%	68,230	0	0	68,230	100%	
0980. Administration Overheads	5,103	5,103	0	100%	6,803	0	0	6,803	75%	
2011. Australia Day	25,377	29,220	3,843	87%	29,220	0	0	29,220	87%	YTD: Costs incurred earlier than expected. EOY: No change.
2061. Citizenship Ceremonies	64	775	711	8%	900	0	0	900	7%	
2066. Australia Day COVID Safe Expenses	6,760	16,000	9,240	42%	0	16,000	0	16,000	0%	YTD: Costs for additional funding lower than expected to date. EOY: No change.
5151. Naidoc Week	950	500	(450)	190%	2,800	0	0	2,800	34%	
5155. Reconciliation Week	0	0	0	0%	1,700	0	0	1,700	0%	
5391. Country Arts Support Program	0	0	0	0%	3,000	0	0	3,000	0%	
Operating Expenditure	144,680	174,778	30,098	83%	180,303	16,000	0	196,303	74%	
Cultural Services	109,650	127,048	17,398	86%	108,073	0	0	108,073	101%	

UHSC KPI REPORT

Recreation & Culture - Cultural Services

KPI: Number of Cultural community activities facilitated annually

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	19.00	29.00	On target for month.

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**Recreation & Culture
Museums**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Non Operating Revenue										
0920. Depreciation	(27,567)	(27,567)	0	100%	(36,771)	0	0	(36,771)	75%	
Non Operating Revenue	(27,567)	(27,567)	0	100%	(36,771)	0	0	(36,771)	75%	
Operating Expenditure										
0350. General Expenses	265	306	41	87%	410	0	0	410	65%	
0415. Utilities	4,442	4,961	519	90%	13,500	0	0	13,500	33%	
0530. Building Maintenance	6,146	6,750	604	91%	9,000	0	0	9,000	68%	
0680. Depreciation	27,567	27,567	0	100%	36,771	0	0	36,771	75%	
0980. Administration Overheads	6,174	6,174	0	100%	8,237	0	0	8,237	75%	
Operating Expenditure	44,594	45,758	1,164	97%	67,918	0	0	67,918	66%	
Capital Expenditure										
1067. Scn Museum - Minor upgrade works	0	3,500	3,500	0%	3,500	0	0	3,500	0%	YTD: No works undertaken to date. EOY: No change,
1172. Museum Disabled Access Improvement	0	0	0	0%	2,500	0	0	2,500	0%	
5430. Mwa Bottle Museum - Painting External	0	2,000	2,000	0%	2,000	0	0	2,000	0%	YTD: No works undertaken to date. EOY: No change,
Capital Expenditure	0	5,500	5,500	0%	8,000	0	0	8,000	0%	
Museums	17,027	23,691	6,664	72%	39,147	0	0	39,147	43%	

**Services Report
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**Recreation & Culture
Other Sport & Recreation**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(7,319)	0	7,319	0%	0	0	(7,300)	(7,300)	0%	YTD: Lake glenbawn Triathlon entry fees. EOY: Request vote for \$7,300.
0115. Grants	(4,000)	0	4,000	0%	(21,400)	0	0	(21,400)	19%	YTD: Vitality Grent funding received earlier than expected. Eoy: No change.
Operating Revenue	(11,319)	0	11,319	0%	(21,400)	0	(7,300)	(28,700)	39%	
Non Operating Revenue										
6099. F-19016.8522.6431-Childrens Sports	(52,119)	(52,119)	0	100%	(69,520)	0	0	(69,520)	75%	
6188. F-19015.8511.6528 Tennis Participation	0	0	0	0%	(40,000)	0	0	(40,000)	0%	
Non Operating Revenue	(52,119)	(52,119)	0	100%	(109,520)	0	0	(109,520)	48%	
Operating Expenditure										
0301. Administration Costs	43,828	48,677	4,849	90%	69,120	0	0	69,120	63%	YTD: Under budget in salaries to date. EOY: No change.
1324. Disability Grant Expenses	0	0	0	0%	5,000	0	0	5,000	0%	
5085. Bike Week Expenses	0	0	0	0%	3,800	0	0	3,800	0%	
5312. Cycling Events	1,848	0	(1,848)	0%	5,000	0	0	5,000	37%	
5405. Vitality Club	1,458	1,500	42	97%	8,000	0	0	8,000	18%	
5433. Triathlon	12,533	0	(12,533)	0%	0	0	7,300	7,300	0%	YTD: Lake Glenbawn Triathlon event. EOY: No change at present.
5563. Goodness Gravel Gundy 2022	38,958	40,000	1,042	97%	40,000	0	0	40,000	97%	
Operating Expenditure	98,625	90,177	(8,448)	109%	130,920	0	7,300	138,220	71%	
Other Sport & Recreation	35,187	38,058	2,871	92%	0	0	0	0	0%	

UHSC KPI REPORT


Recreation & Culture - Other Sport & Recreation

KPI: Number of meetings instigated or facilitated to develop and support recreational activities in the shire

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	7.00	22.00	


Recreation & Culture - Other Sport & Recreation

KPI: Number of Sports activity days in school holidays

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	18.00	34.00	

Recreation & Culture - Other Sport & Recreation

KPI: Number of sports development and participation programs per annum including school activities

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	18.00	52.00	

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**Recreation & Culture
Parks & Gardens**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	(125,000)	(125,000)	0	100%	0	(125,000)	0	(125,000)	0%	
0135. Capital Grants Received	(40,700)	(40,000)	700	102%	(97,064)	23,064	0	(74,000)	55%	
Operating Revenue	(165,700)	(165,000)	700	100%	(97,064)	(101,936)	0	(199,000)	83%	
Non Operating Revenue										
0920. Depreciation	(108,009)	(108,009)	0	100%	(144,069)	0	0	(144,069)	75%	
6087. F-19016.8522.6476 Parks&Gardens C/o	0	0	0	0%	(61,500)	0	0	(61,500)	0%	
Non Operating Revenue	(108,009)	(108,009)	0	100%	(205,569)	0	0	(205,569)	53%	
Operating Expenditure										
0301. Administration Costs	6,358	6,032	(326)	105%	8,200	0	0	8,200	78%	
0310. Staff Training	6,456	7,588	1,132	85%	10,250	0	0	10,250	63%	YTD: Lower than expected staff training costs to date. EOY: No change.
0415. Utilities	56,551	72,140	15,589	78%	86,490	0	0	86,490	65%	YTD: Lower than expected water usage charges to date. EOY: No change.
0515. Tree Maintenance/Management	128,156	62,388	(65,768)	205%	84,575	0	0	84,575	152%	YTD: Major tree maintenance required to date. EOY: No change at present.
0521. Passive Parks & Reserves	289,368	338,434	49,066	86%	461,250	0	0	461,250	63%	YTD: Under budget in wages to date. EOY: No change.
0680. Depreciation	108,009	108,009	0	100%	144,069	0	0	144,069	75%	
0980. Administration Overheads	89,415	89,415	0	100%	119,267	0	0	119,267	75%	
0989. Efficiency Gains	0	0	0	0%	(15,000)	0	0	(15,000)	0%	
Operating Expenditure	684,313	684,006	(307)	100%	899,101	0	0	899,101	76%	
Non Operating Expenditure										
7087. T-19016.8522.6476 Parks & Gardens	125,000	125,000	0	100%	0	125,000	0	125,000	100%	
Non Operating Expenditure	125,000	125,000	0	100%	0	125,000	0	125,000	100%	
Capital Expenditure										
0709. Tree Planting Scn	1,010	5,000	3,990	20%	5,000	0	0	5,000	20%	YTD: Minimal costs incurred to date. EOY: No change.
0802. Tree Planting Abn	0	5,000	5,000	0%	5,000	0	0	5,000	0%	YTD: No costs incurred to date. EOY: No change.
0803. Tree Planting Mwa	1,400	5,000	3,600	28%	5,000	0	0	5,000	28%	YTD: Minimal costs incurred to date. EOY: No change.
0804. Tree Planting Mdi	41	5,000	4,959	1%	5,000	0	0	5,000	1%	YTD: Minimal costs incurred to date. EOY: No change.
1254. Playground Shade & Equipment Grant	0	0	0	0%	23,064	(23,064)	0	0	0%	
4505. Playground Equipment upgrade	0	0	0	0%	45,000	(45,000)	0	0	0%	
5273. Playground Fencing	0	0	0	0%	10,000	(10,000)	0	0	0%	
5443. Moonan Flat River Tank & Pipes - Fire	2,864	0	(2,864)	0%	0	0	0	0	0%	YTD: Late costs for prior year project to be expensed. EOY: No change.
5483. Cassilis Hall and Playground Upgrade	1,273	0	(1,273)	0%	0	0	0	0	0%	YTD: Late costs for prior year project to be expensed. EOY: No change.
5499. Scone Tidy Towns Community Garden	10,181	8,000	(2,181)	127%	10,000	0	0	10,000	102%	YTD: Costs higher than expected for Tidy Towns projct. EOY: No change.
5521. Amaroo Park Playspace	206,068	0	(206,068)	0%	139,637	55,000	0	194,637	106%	YTD: Project completed earlier than expected. EOY: No change.
Capital Expenditure	222,837	28,000	(194,837)	79%	247,701	(23,064)	0	224,637	99%	
Parks & Gardens	758,441	563,997	(194,444)	134%	844,169	0	0	844,169	0%	

UHSC KPI REPORT


Recreation & Culture - Parks & Gardens

KPI: Delivery of funded capital work priorities for parks and open space completed within allocated timeframes

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	90.00	40.00	YTD Actuals: \$15,464 YTD Budget: \$22,536 Works 95% completed invoice pending

Recreation & Culture - Parks & Gardens

KPI: Number of customer requests of unsatisfactory cleanliness and maintenance condition of parks and open space annually

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	26.00	25.00	Monthly Actual: 2

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**Recreation & Culture
Public Libraries**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(2,961)	(1,386)	1,575	214%	(1,850)	0	0	(1,850)	160%	
0115. Grants	(98,854)	(100,000)	(1,146)	99%	(100,000)	0	0	(100,000)	99%	
0130. Other Income	(4,371)	0	4,371	0%	(200)	0	0	(200)	2,186%	YTD: Additional income received to date. EOY: No change.
0135. Capital Grants Received	(500,000)	(500,000)	0	100%	(250,000)	(250,000)	0	(500,000)	100%	
Operating Revenue	(606,186)	(601,386)	4,800	101%	(352,050)	(250,000)	0	(602,050)	101%	
Non Operating Revenue										
0920. Depreciation	(33,282)	(33,282)	0	100%	(44,393)	0	0	(44,393)	75%	
6028. F-19016.8522.6467 Property Disposal	0	0	0	0%	(250,000)	0	0	(250,000)	0%	
6230. F-19015.8511.6550 Library	250,000	250,000	0	100%	(250,000)	250,000	0	0	#DIV/0!	
Non Operating Revenue	216,718	216,718	0	100%	(544,393)	250,000	0	(294,393)	(74%)	
Operating Expenditure										
0301. Administration Costs	215,408	273,180	57,772	79%	373,585	0	0	373,585	58%	YTD: Under budget in salaries to date. EOY: No change.
0350. General Expenses	133,668	116,116	(17,552)	115%	172,465	0	0	172,465	78%	YTD: Collection purchases incurred earlier than expected. EOY: No change.
0415. Utilities	15,285	13,424	(1,861)	114%	24,360	0	0	24,360	63%	YTD: Higher than expected electricity charges to date. EOY: No change.
0425. Cleaning Costs	27,621	21,829	(5,792)	127%	29,290	0	0	29,290	94%	YTD: Higher than expected contract cleaning costs to date. EOY: No change.
0530. Building Maintenance	6,634	11,550	4,916	57%	15,400	0	0	15,400	43%	YTD: Lower than expected maintenance required to date. EOY: No change.
0680. Depreciation	33,282	33,282	0	100%	44,393	0	0	44,393	75%	
0980. Administration Overheads	34,371	34,371	0	100%	45,850	0	0	45,850	75%	
5105. Local Priority Works	0	9,000	9,000	0%	18,000	0	0	18,000	0%	YTD: No costs incurred to date. Program has been identified. EOY: No change.
Operating Expenditure	466,269	512,752	46,483	91%	723,343	0	0	723,343	64%	
Non Operating Expenditure										
7231. T-19015.8511.6550 Library	0	0	0	0%	0	730,000	0	730,000	0%	
Non Operating Expenditure	0	0	0	0%	0	730,000	0	730,000	0%	
Capital Expenditure										
1227. Abn - Library Upgrade	6,445	2,230	(4,215)	289%	0	2,230	4,200	2,230	289%	YTD: Additional upgrade works completed. EOY: Request vote for \$4,200
1229. Additional Furniture	0	0	0	0%	8,600	(2,230)	(4,200)	6,370	0%	YTD: Reallocate budget to Aberdeen upgrade works. EOY: Request surrender of \$4,200.
4826. Scone Library Development	8,118	8,000	(118)	101%	750,000	(730,000)	0	20,000	41%	
Capital Expenditure	14,563	10,230	(4,333)	142%	758,600	(730,000)	0	28,600	51%	
Public Libraries	91,364	138,314	46,950	66%	585,500	0	0	585,500	0%	

UHSC KPI REPORT


Recreation & Culture - Public Libraries

KPI: Develop new technology options

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Dec-22	 GREEN	#	0.00	0.00	Under target. Investigating opportunities and obtaining quotes.


Recreation & Culture - Public Libraries

KPI: Number of Library promotions developed

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	45.00	195.00	


Recreation & Culture - Public Libraries

KPI: Number of new resources/collection items added for collection improvement.

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	930.00	1,620.00	

Recreation & Culture - Public Libraries

KPI: Number of organised consultations with community regarding the collections material.

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	#	4.00	0.00	

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Recreation & Culture
Sporting Grounds & Venues

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(57,052)	(71,122)	(14,070)	80%	(75,500)	0	0	(75,500)	76%	YTD: Lower than expected facility hire to date. EOY: No change.
0115. Grants	(98,760)	(100,000)	(1,240)	99%	(20,000)	(80,000)	0	(100,000)	99%	
0130. Other Income	(1,382)	0	1,382	0%	0	0	0	0	0%	
0135. Capital Grants Received	(334,070)	0	334,070	0%	(341,278)	0	0	(341,278)	98%	YTD: Funding earlier than expected for SCCF and Anyone Can Play programs to date. EOY: No change at present.
0140. Contributions	0	0	0	0%	(10,000)	10,000	0	0	0%	
Operating Revenue	(491,264)	(171,122)	320,142	287%	(446,778)	(70,000)	0	(516,778)	95%	
Non Operating Revenue										
0920. Depreciation	(422,280)	(422,280)	0	100%	(563,265)	0	0	(563,265)	75%	
6081. F-19015.8511.6341 Mwa Showground	0	0	0	0%	(68,482)	0	0	(68,482)	0%	
Non Operating Revenue	(422,280)	(422,280)	0	100%	(631,747)	0	0	(631,747)	67%	
Operating Expenditure										
0301. Administration Costs	1,588	6,978	5,390	23%	9,500	0	0	9,500	17%	YTD: Under budget in salaries to date. EOY: No change.
0415. Utilities	191,069	171,250	(19,819)	112%	252,000	0	0	252,000	76%	YTD: Higher than expected water usage charges to date. EOY: No change.
0520. Sporting Grounds	444,873	387,290	(57,583)	115%	527,000	0	0	527,000	84%	YTD: Higher than expected maintenance and service costs for sporting grounds to date. EOY: No change.
0680. Depreciation	422,280	422,280	0	100%	563,265	0	0	563,265	75%	
0980. Administration Overheads	100,683	100,683	0	100%	134,295	0	0	134,295	75%	
0989. Efficiency Gains	0	0	0	0%	(25,000)	0	0	(25,000)	0%	
5084. Mobile Amenities	1,353	12,835	11,482	11%	17,500	0	0	17,500	8%	YTD: Limited for mobile amenities to date. EOY: No change.
Operating Expenditure	1,161,846	1,101,316	(60,530)	105%	1,478,560	0	0	1,478,560	79%	
Non Operating Expenditure										
7099. T-19016.8522.6431 Childrens Sports	52,119	52,119	0	100%	69,520	0	0	69,520	75%	
Non Operating Expenditure	52,119	52,119	0	100%	69,520	0	0	69,520	75%	
Capital Expenditure										
0827. Bill Rose Complex Master Plan	35,480	35,000	(480)	101%	0	60,000	0	60,000	0%	
4109. Mwa Showground Upgrade	57,278	57,000	(278)	100%	68,482	0	0	68,482	84%	
4111. Scone Park Upgrade	1,574	0	(1,574)	0%	0	0	0	0	0%	
4701. Jefferson Park Reserve	0	0	0	0%	50,000	10,000	0	60,000	0%	
5358. Wilson Memorial Oval Upgrades	68	0	(68)	0%	0	0	0	0	0%	
5359. Murray Bain Oval Lighting Upgrade	0	0	0	0%	150,000	0	0	150,000	0%	
5417. Mdi Rosedale Canteen Upgrade	800	0	(800)	0%	0	0	0	0	0%	
5420. Scone Tennis Club Courts Resurfacing	2,700	3,000	300	90%	191,278	0	0	191,278	1%	
5473. White Park Electrical Supply Upgrade	165	0	(165)	0%	0	0	0	0	0%	
Capital Expenditure	98,065	95,000	(3,065)	103%	459,760	70,000	0	529,760	19%	
Sporting Grounds & Venues	398,486	655,033	256,547	61%	929,315	0	0	929,315	0%	

UHSC KPI REPORT


Recreation & Culture - Sporting Grounds & Venues

KPI: Delivery of funded capital work priorities for sporting grounds and venues completed within allocated timeframes

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	90.00	55.37	YTD Target is: \$236,28 YTD Actual is: \$130,831 All works programmed to be completed this EoFY

Recreation & Culture - Sporting Grounds & Venues

KPI: Number of customer requests of unsatisfactory ground condition of sporting grounds annually

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	9.00	8.00	Monthly Actual: 1

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Recreation & Culture
Swimming Pools

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0135. Capital Grants Received	(87,562)	0	87,562	0%	(406,104)	230,000	0	(176,104)	50%	YTD: Funding received earlier than expected for the Pool amenities upgrade. EOY: No change.
Operating Revenue	(87,562)	0	87,562	0%	(406,104)	230,000	0	(176,104)	50%	
Non Operating Revenue										
0920. Depreciation	(156,933)	(156,933)	0	100%	(209,326)	0	0	(209,326)	75%	
6074. F-19015.8510.6305 s94A Contributions	(84,339)	(84,339)	0	100%	(112,500)	0	0	(112,500)	75%	
Non Operating Revenue	(241,272)	(241,272)	0	100%	(321,826)	0	0	(321,826)	75%	
Operating Expenditure										
0415. Utilities	81,776	68,000	(13,776)	120%	110,500	0	0	110,500	74%	YTD: Higher than expected water usage and electricity charges to date. EOY: No change.
0524. Scn Maintenance	61,414	31,235	(30,179)	197%	42,000	0	0	42,000	146%	YTD: Higher than expected maintenance undertaken to date. Review of costs to be completed for possible reallocation to pool amenities upgrade. EOY: No change at present.
0525. Mdi Maintenance	11,712	18,163	6,451	64%	24,550	0	0	24,550	48%	YTD: Lower than expected maintenance undertaken to date. EOY: No change.
0526. Mwa Maintenance	18,645	27,755	9,110	67%	37,500	0	0	37,500	50%	YTD: Lower than expected maintenance undertaken to date. EOY: No change.
0680. Depreciation	156,933	156,933	0	100%	209,326	0	0	209,326	75%	
0698. Operating Costs	441,486	429,000	(12,486)	103%	429,000	0	0	429,000	103%	YTD: Reallocation of electricity to be completed. EOY: No change.
0980. Administration Overheads	35,343	35,343	0	100%	47,138	0	0	47,138	75%	
Operating Expenditure	807,309	766,429	(40,880)	105%	900,014	0	0	900,014	90%	
Capital Expenditure										
5522. Merriwa Olympic Pool Facilities	1,097	0	(1,097)	0%	258,904	(130,000)	0	128,904	1%	YTD: Initial costs incurred on project. EOY: No change.
5523. Scone Memorial Pool Facilities	21,453	22,500	1,047	95%	227,200	(100,000)	0	127,200	17%	YTD: Works continuing on project. To review maintenance for possible reallocations. EOY: No change at present.
5819. Murrurundi Pool Chlorine Dosing Plant	0	0	0	0%	32,500	0	0	32,500	0%	
Capital Expenditure	22,550	22,500	(50)	0%	518,604	(230,000)	0	288,604	8%	
Swimming Pools	501,025	547,657	46,632	91%	690,688	0	0	690,688	73%	

UHSC KPI REPORT

Recreation & Culture - Swimming Pools

KPI: Percentage of time pools open during the season

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	100.00	100.00	On track, no pool closures

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Recreation & Culture
White Park Complex

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(175,116)	(140,535)	34,581	111%	(187,461)	0	0	(187,461)	93%	YTD: Increase in events held at the facility. EOY: No change at present.
0135. Capital Grants Received	(726,971)	(726,971)	0	100%	(795,000)	(36,971)	0	(831,971)	87%	
Operating Revenue	(902,087)	(867,506)	34,581	104%	(982,461)	(36,971)	0	(1,019,432)	88%	
Non Operating Revenue										
6597. F-19015.8511.6510 White Park	0	0	0	0%	(28,145)	0	0	(28,145)	0%	
Non Operating Revenue	0	0	0	0%	(28,145)	0	0	(28,145)	0%	
Operating Expenditure										
0301. Administration Costs	22,525	0	(22,525)	0%	0	0	0	0	0%	YTD: Change in structure with administration of facility now warranted.
0350. General Expenses	635	0	(635)	0%	0	0	0	0	0%	
0402. White Park Redev - No.1 - Int	10,619	10,619	0	90%	13,807	0	0	13,807	0%	
0415. Utilities	13,013	25,000	11,987	52%	35,675	0	0	35,675	36%	YTD: Lower than expected water usage and electricity charges to date. EOY: No change.
0508. Yards & Facility Maintenance	198,176	73,302	(124,874)	251%	100,712	0	0	100,712	197%	YTD: Increased costs due to higher number of events held. EOY: No change at present.
Operating Expenditure	244,968	108,921	(136,047)	225%	150,194	0	0	150,194	163%	
Non Operating Expenditure										
0402. White Park Redev - No.1 - Princ	72,113	72,113	0	90%	96,502	0	0	96,502	0%	
7597. T-19015.8511.6510 White Park	726,971	726,971	0	100%	0	726,971	0	726,971	0%	
Non Operating Expenditure	799,084	799,084	0	100%	96,502	726,971	0	823,473	97%	
Capital Expenditure										
0847. White Park Development	3,346	0	(3,346)	0%	0	0	0	0	0%	
5473. White Park Electrical Supply Upgrade	33,890	35,000	1,110	97%	780,000	(690,000)	0	90,000	38%	YTD: Project continuing. EOY: No change.
5517. White Park Complex Business Case	21,816	43,145	21,329	51%	43,145	0	0	43,145	51%	YTD: Work on business case continuing. EOY: No change.
5519. Cattle Loading Ramp at White Park	2,940	0	(2,940)	0%	0	0	0	0	0%	YTD: Project on loading ramp upgrade complete. EOY: No change at present.
5820. Gravel Pad in Cattle Yard	54,212	0	(54,212)	0%	0	0	0	0	0%	YTD: Project for Gravel pad in cattle yards complete. Awaiting final costings before request vote proposed. EOY: No change at present.
Capital Expenditure	116,204	78,145	(38,059)	149%	823,145	(690,000)	0	133,145	87%	
White Park Complex	258,169	118,644	(139,525)	218%	59,235	0	0	59,235	436%	

Services Report
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Transport & Communication
Aerodrome

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(73,851)	(108,549)	(34,698)	68%	(158,055)	0	0	(158,055)	47%	YTD: Lower than expected shire and non-shire usage fees to date. EOY: No change.
0135. Capital Grants Received	(105,773)	0	105,773	0%	0	(300,000)	0	(300,000)	0%	YTD: Funding for project works carried over from 2021/2022. EOY: Request vote for \$300,000.
0148. Warbirds Over Score	(24,580)	0	24,580	0%	0	0	0	0	0%	YTD: Late grant funding received for Warbirds Over Score event. EOY: No change.
0149. Hunter Warbirds Aviation Centre	(170,323)	(342,378)	(172,055)	44%	(456,700)	0	0	(456,700)	37%	YTD: Lower than expected revenue generated from facility to date. EOY: No change at present.
Operating Revenue	(374,527)	(450,927)	(76,400)	83%	(614,755)	(300,000)	0	(914,755)	41%	
Non Operating Revenue										
0920. Depreciation	(124,596)	(124,596)	0	100%	(166,198)	0	0	(166,198)	75%	
6128. F-19016.8523.6439 Airport, Scn	(434,826)	(434,826)	0	100%	(580,000)	0	0	(580,000)	75%	
6162. F-19015.8511.6511 Airport	0	0	0	0%	0	(57,000)	0	(57,000)	0%	
Non Operating Revenue	(559,422)	(559,422)	0	100%	(746,198)	(57,000)	0	(803,198)	70%	
Operating Expenditure										
0301. Administration Costs	2,388	14,050	11,662	17%	21,500	0	0	21,500	11%	YTD: Under budget in salaries to date. EOY: No change.
0354. Operational Costs	155,771	138,941	(16,830)	112%	197,961	0	0	197,961	79%	YTD: Over budget in salaries to date. EOY: No change.
0415. Utilities	32,674	21,484	(11,190)	152%	24,180	0	0	24,180	135%	YTD: Higher than expected land rates to date. EOY: No change.
0448. Warbirds Over Score	19,282	0	(19,282)	0%	0	0	0	0	0%	YTD: Late costs incurred on warbird plane hire costs. EOY: No change at present.
0610. Aerodrome Facility Maintenance	51,230	64,370	13,140	80%	88,000	0	0	88,000	58%	YTD: Under budget in wages to date. EOY: No change.
0638. Hunter Warbirds Aviation Centre	499,810	327,719	(172,091)	153%	450,572	0	0	450,572	111%	YTD: Higher than expected costs to run the facility to date. EOY: No change at present.
0680. Depreciation	124,596	124,596	0	100%	166,198	0	0	166,198	75%	
0980. Administration Overheads	52,749	52,749	0	100%	70,356	0	0	70,356	75%	
6903. Aerodrome Runway - Int	19,498	19,695	197	99%	26,183	0	0	26,183	74%	
6904. Aviation Centre & Infrastructure - Int	46,622	46,712	90	100%	62,162	0	0	62,162	75%	
6905. Aerodrome Redevelopment - Int	88,640	88,791	151	100%	118,185	0	0	118,185	75%	
Operating Expenditure	1,093,260	899,107	(194,153)	122%	1,225,297	0	0	1,225,297	89%	
Non Operating Expenditure										
6903. Aerodrome Runway - Princ	20,890	20,679	(211)	101%	27,667	0	0	27,667	76%	
6904. Aviation Centre & Infrastructure - Princ	93,785	93,697	(88)	100%	125,048	0	0	125,048	75%	
6905. Aerodrome Redevelopment - Princ	142,364	142,212	(152)	100%	189,820	0	0	189,820	75%	
Non Operating Expenditure	257,039	256,588	(451)	100%	342,535	0	0	342,535	75%	
Capital Expenditure										
4738. Airport Development	353,690	342,000	(11,690)	93%	0	342,000	0	342,000	0%	YTD: Carried over project works completed. EOY: No change.
5579. Airport Operation Manuals &	15,364	15,000	(364)	102%	0	15,000	0	15,000	0%	
Capital Expenditure	369,054	357,000	(12,054)	0%	0	357,000	0	357,000	0%	
Aerodrome	785,404	502,346	(283,058)	156%	206,879	0	0	206,879	380%	

UHSC KPI REPORT


Transport & Communication - Aerodrome

KPI: Number of aircraft movements (landings) per year

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 AMBER	#	5,625.00	5,403.00	


Transport & Communication - Aerodrome

KPI: Number of outstanding actions to resolve safety hazards and incidents (Aerodrome)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	1.00	0.00	

Transport & Communication - Aerodrome

KPI: Number of safety hazards identified through inspections and audits this month (Aerodrome)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	0.00	0.00	

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Transport & Communication
Bridges

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	(174,543)	(186,308)	(11,765)	94%	(188,859)	0	0	(188,859)	92%	YTD: Final Camerons Bridge funding received to date. EOY: No change.
0135. Capital Grants Received	0	0	0	0%	(4,639,311)	1,945,639	0	(2,693,672)	0%	
Operating Revenue	(174,543)	(186,308)	(11,765)	94%	(4,828,170)	1,945,639	0	(2,882,531)	6%	
Non Operating Revenue										
0920. Depreciation	(183,393)	(183,393)	0	100%	(244,623)	0	0	(244,623)	75%	
6093. F-19016.8523.6447 Bridge Reserve	(705,172)	(705,172)	0	100%	(862,693)	(205,172)	0	(1,067,865)	66%	
Non Operating Revenue	(888,565)	(888,565)	0	100%	(1,107,316)	(205,172)	0	(1,312,488)	68%	
Operating Expenditure										
0301. Administration Costs	35,000	8,806	(26,194)	397%	12,000	0	0	12,000	292%	YTD: Under budget in salaries to date. EOY: No change.
0387. LIRS 1 Bridge Loan - Int	3,461	3,390	(71)	102%	3,390	0	0	3,390	102%	
0389. Bridges Loan - Int	46,087	46,086	(1)	100%	61,285	0	0	61,285	75%	
0545. Bridge & Culvert Maintenance (Sealed)	223,920	236,211	12,291	95%	280,000	0	0	280,000	80%	YTD: Under budget in maintenance works inclusive of emergency works required on Moonan Flat swinging bridge. EOY: No change.
0680. Depreciation	183,393	183,393	0	100%	244,623	0	0	244,623	75%	
0980. Administration Overheads	200,322	200,322	0	100%	267,197	0	0	267,197	75%	
0991. LIRS 2 Bridge Loan - Int	5,567	5,567	0	100%	6,501	0	0	6,501	86%	
Operating Expenditure	697,750	683,775	(13,975)	102%	874,996	0	0	874,996	80%	
Non Operating Expenditure										
0387. LIRS 1 Bridge Loan - Princ	140,039	140,039	0	113%	140,039	0	0	140,039	100%	
0389. Bridges Loan - Princ	49,375	49,375	0	100%	65,997	0	0	65,997	75%	
0991. LIRS 2 Bridge Loan - Princ	94,549	94,548	(1)	100%	126,986	0	0	126,986	74%	
Non Operating Expenditure	283,963	283,962	(1)	100%	333,022	0	0	333,022	85%	
Capital Expenditure										
3612. Cullingral Rd Culvert Replacement	38,480	38,480	0	100%	0	38,480	0	38,480	100%	
4768. Camerons Bridge Rouchel	676,181	400,000	(276,181)	169%	0	400,000	0	400,000	169%	YTD: Finalisation of project carried over from 2021/2022. With some costs to be reallocated. EOY: No change at present.
4871. Murulla Street Causeway Upgrade	1,399	0	(1,399)	0%	1,100,000	(1,050,000)	0	50,000	3%	
4879. Warlands Bridge No1	439,677	290,365	(149,312)	151%	290,365	336,934	0	627,299	70%	YTD: Project progressing. EOY: No change at present.
4880. Warlands Bridge No2	6,016	81,500	75,485	7%	275,046	0	0	275,046	2%	YTD: Project progressing. EOY: No change at present.
4881. Warlands Bridge No3	6,583	10,000	3,417	66%	271,273	(200,000)	0	71,273	9%	YTD: Project progressing. EOY: No change at present.
4882. Warlands Bridge No4	5,648	10,000	4,352	56%	271,896	(260,000)	0	11,896	47%	YTD: Project progressing. EOY: No change at present.
4883. Warlands Bridge No5	6,137	10,000	3,863	61%	272,272	(260,000)	0	12,272	50%	YTD: Project progressing. EOY: No change at present.
4884. Scotts Creek Bridge No3	80,890	71,750	(9,140)	113%	272,611	214,393	0	487,004	17%	YTD: Project progressing. EOY: No change at present.
4885. Scotts Creek Bridge No2	61,471	141,750	80,279	43%	472,998	222,312	0	695,310	9%	YTD: Project progressing. EOY: No change at present.

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**Transport & Communication
Bridges**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
4886. Blues Bridge	80,330	145,554	65,224	55%	291,108	220,005	0	511,113	16%	YTD: Project progressing. EOY: No change at present.
5166. Dartbrook Bridge	8,054	5,000	(3,054)	161%	788,365	(780,000)	0	8,365	96%	YTD: Project progressing. EOY: No change at present.
5234. Lapstone Gully Bridge 2km	1,624	2,500	876	65%	271,902	(270,000)	0	1,902	85%	YTD: Project progressing. EOY: No change at present.
5235. Lapstone Gully Bridge 2.9km	0	2,500	2,500	0%	77,523	(75,000)	0	2,523	0%	YTD: Project progressing. EOY: No change at present.
5236. Little St Bridge	356,985	263,970	(93,015)	135%	377,470	257,409	0	634,879	56%	YTD: Project progressing. EOY: No change at present.
5237. Bobialla Creek Bridge	2,553	5,000	2,447	51%	303,511	(250,000)	0	53,511	5%	YTD: Project progressing. EOY: No change at present.
5238. Ashford's Bridge	1,747	5,000	3,253	35%	167,600	(110,000)	0	57,600	3%	YTD: Project progressing. EOY: No change at present.
5239. Albano Bridge	2,911	5,000	2,089	58%	181,373	(175,000)	0	6,373	46%	YTD: Project progressing. EOY: No change at present.
Capital Expenditure	1,776,686	1,488,369	(288,316)	119%	5,685,313	(1,740,467)	0	3,944,846	45%	
Bridges	1,695,291	1,381,233	(314,057)	123%	957,845	0	0	957,845	177%	

UHSC KPI REPORT

Transport & Communication - Bridges

KPI: Delivery of funded capital work priorities for Local Bridges completed within allocated timeframes

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	90.00	118.81	YTD Actuals: \$1,768,363 YTD Budget: \$1,88,369 Works progressing

Transport & Communication - Bridges

KPI: Inspect 87 bridges annually on Local Roads

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Dec-22	 GREEN	#	40.00	52.00	46 bridges inspected - Annual target complete

Transport & Communication - Bridges

KPI: Number of customer requests received concerning condition of bridge network

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	#	14.00	19.00	Monthly Actual: 1

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Transport & Communication
Footpaths & Cycleways

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0135. Capital Grants Received	(212,380)	(420,000)	(207,620)	51%	(872,674)	0	0	(872,674)	24%	YTD: Lower than expected funding received to date for footpath extension. EOY: No change.
0140. Contributions	(13,588)	(14,000)	(412)	97%	(32,000)	0	0	(32,000)	42%	
Operating Revenue	(225,968)	(434,000)	(208,032)	52%	(904,674)	0	0	(904,674)	25%	
Non Operating Revenue										
0920. Depreciation	(20,952)	(20,952)	0	100%	(27,944)	0	0	(27,944)	75%	
6060. F-19016.8523.6441 Footpaths, Mwa	0	0	0	0%	(60,000)	0	0	(60,000)	0%	
6074. F-19015.8510.6305 s94A Contributions	0	0	0	0%	(45,000)	0	0	(45,000)	0%	
Non Operating Revenue	(20,952)	(20,952)	0	100%	(132,944)	0	0	(132,944)	16%	
Operating Expenditure										
0560. Footpath/Cycleway Maintenance	21,026	53,513	32,487	39%	72,500	0	0	72,500	29%	YTD: Lower than expected maintenance undertaken to date. EOY: No change.
0680. Depreciation	20,952	20,952	0	100%	27,944	0	0	27,944	75%	
Operating Expenditure	41,978	74,465	32,487	56%	100,444	0	0	100,444	42%	
Capital Expenditure										
4080. Ftpth - Mwa Extension	505,067	816,089	311,022	62%	932,674	0	0	932,674	54%	YTD: Project progressing. EOY: No change.
4083. Ftpth - Graeme St (McQueen to	13,044	0	(13,044)	0%	0	0	0	0	0%	YTD: Further extension of footpath with School safety works. EOY: No change at present.
4327. Kerb Ramp Upgrade	0	0	0	0%	20,000	0	0	20,000	0%	
4352. Scn - Moobi Rd Cycleway	38,996	30,000	(8,996)	130%	30,000	0	0	30,000	130%	YTD: Extension works completed on cycleway. EOY: No change.
4974. Ftpth - Segenhoe St Abn (NEH-Graeme)	66,330	0	(66,330)	0%	0	0	0	0	0%	YTD: Carried over project from 2021/2022. Part of safety project for Aberdeen Public School with funds to be reallocated. EOY: No change at present.
5544. Ftpth - Cassilis Public School Coolah Rd	0	0	0	0%	45,000	(45,000)	0	0	0%	
5558. Ftpth - Waverley St (Short to Liverpool)	63,158	50,000	(13,158)	126%	50,000	0	0	50,000	126%	YTD: Project complete with overrun in costs. EOY: No change.
5576. Cassilis Ftpth - Decommission Fuel	43,418	27,000	(16,418)	161%	0	45,000	0	45,000	96%	YTD: Project complete awaiting final assessment. EOY: No change.
5580. Merriwa Footpath Flora & Fauna	9,420	0	(9,420)	0%	0	0	0	0	0%	YTD: Merriwa footpath story boards funded by LLS. EOY: No change.
Capital Expenditure	739,433	923,089	183,656	80%	1,077,674	0	0	1,077,674	69%	
Footpaths & Cycleways	534,491	542,602	8,111	98%	140,500	0	0	140,500	380%	

UHSC KPI REPORT


Transport & Communication - Footpaths & Cycleways

KPI: Delivery of funded capital work priorities for footpaths and cycleways completed within allocated timeframes

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	90.00	80.10	YTD Actuals: \$739,431 YTD Budget: \$923,089 Works on track

Transport & Communication - Footpaths & Cycleways

KPI: Number of customer requests received concerning unsafe conditions of concrete footpath surfaces

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	#	9.00	21.00	Monthly Actual: 7

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(75% of financial Year Complete)**


**Transport & Communication
RMS - State Roads**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(2,866,014)	(2,925,000)	(58,986)	98%	(1,850,000)	(2,200,000)	0	(4,050,000)	71%	YTD: Transport for NSW works continuing. EOY: No change at present.
Operating Revenue	(2,866,014)	(2,925,000)	(58,986)	98%	(1,850,000)	(2,200,000)	0	(4,050,000)	71%	
Operating Expenditure										
0502. General Contract Works RMS	516,332	332,461	(183,871)	155%	452,700	0	0	452,700	114%	YTD: Increased general maintenance works required on the Golden Highway to date. EOY: No change.
0503. Individual Priced Work Orders	3,144,873	2,691,544	(453,329)	117%	930,000	2,000,000	0	2,930,000	107%	YTD: Increased work orders requested by Transport for the Golden Highway to date. EOY: No change.
0980. Administration Overheads	105,372	105,372	0	100%	140,550	0	0	140,550	75%	
4624. Emergency & Incident Response	18,193	17,013	(1,180)	107%	23,000	0	0	23,000	79%	
Operating Expenditure	3,784,770	3,146,390	(638,380)	120%	1,546,250	2,000,000	0	3,546,250	107%	
Non Operating Expenditure										
7003. T-19016.8523.6445 Special Projects	227,718	227,718	0	100%	303,750	200,000	0	503,750	45%	
Non Operating Expenditure	227,718	227,718	0	100%	303,750	200,000	0	503,750	45%	
RMS - State Roads	1,146,474	449,108	(697,366)	255%	0	0	0	0	0%	

UHSC KPI REPORT


Transport & Communication - RMS State Roads

KPI: Average days after end of month contract claim lodged with RMS

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	Days	15.00	17.78	Monthly Target is: <15 Monthly Actual is: 11 March claim submitted on time

Transport & Communication - RMS State Roads

KPI: Percentage of operational maintenance and works orders projects on state roads completed

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	90.00	65.00	Target: 90% Actual: 65% Delays due to plant breakdowns

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Transport & Communication
Roads & Bridges - Regional

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0115. Grants	(1,262,000)	(1,266,000)	(4,000)	100%	(1,516,000)	(81,000)	0	(1,597,000)	79%	YTD: Lower than expected block grants received to date. EOY: No change.
0135. Capital Grants Received	0	0	0	0%	(4,520,940)	3,391,500	0	(1,129,440)	0%	
Operating Revenue	(1,262,000)	(1,266,000)	(4,000)	100%	(6,036,940)	3,310,500	0	(2,726,440)	46%	
Non Operating Revenue										
0920. Depreciation	(698,229)	(698,229)	0	100%	(931,344)	0	0	(931,344)	75%	
6003. F-19016.8523.6445 Special Projects	(200,000)	(200,000)	0	100%	(200,000)	0	0	(200,000)	100%	
6298. F-19015.8523.6604 MR358 Willow Tree	0	0	0	0%	(900,000)	800,000	0	(100,000)	0%	
6300. F-19016.8523.6615 Reseal Program	(443,070)	(443,070)	0	100%	(591,000)	0	0	(591,000)	75%	
Non Operating Revenue	(1,341,299)	(1,341,299)	0	100%	(2,622,344)	800,000	0	(1,822,344)	74%	
Operating Expenditure										
0384. Road Infrastructure No.1 - Int	77,704	77,704	0	100%	103,010	0	0	103,010	75%	
0545. Bridge & Culvert Maintenance (Sealed)	1,626	11,523	9,897	14%	15,500	0	0	15,500	10%	YTD: Lower than expected maintenance undertaken to date. EOY: No change.
0579. Regional Rds Maintenance	557,586	341,902	(215,684)	163%	465,000	0	0	465,000	120%	YTD: Higher than expected maintenance undertaken to date. Costs include flood related damages to be recouped. EOY: No change,
0680. Depreciation	698,229	698,229	0	100%	931,344	0	0	931,344	75%	
0980. Administration Overheads	335,898	335,898	0	100%	448,047	0	0	448,047	75%	
0989. Efficiency Gains	0	0	0	0%	(35,000)	0	0	(35,000)	0%	
Operating Expenditure	1,671,043	1,465,256	(205,787)	114%	1,927,901	0	0	1,927,901	87%	
Non Operating Expenditure										
0384. Road Infrastructure No.1 - Princ	156,309	156,309	0	100%	209,007	0	0	209,007	75%	
Non Operating Expenditure	156,309	156,309	0	100%	209,007	0	0	209,007	75%	
Capital Expenditure										
1285. Regional Rd Reseals	193,271	520,000	326,729	37%	520,000	0	0	520,000	37%	YTD: Final reseal costs to be received. EOY: No change.
4913. MR105 Repair - 26km to Belltrees Hill	1,019,818	565,000	(454,818)	181%	565,000	0	0	565,000	180%	YTD: Works finalised on 2nd Stage of project. EOY: No change
4914. MR62 Repair - Halls Crk to Murdering	399,120	400,000	880	100%	0	400,000	0	400,000	100%	
4943. R2R Glenbawn & MR105 Intersection	331,259	331,000	(259)	100%	250,000	81,000	0	331,000	100%	
4984. Regional Heavy Patching Program	0	0	0	0%	150,000	0	0	150,000	0%	
4985. Regional Roads ARRB	0	0	0	0%	75,000	0	0	75,000	0%	
5260. MR62 Ollerton Dr to Sophia Creek Rd	494	0	(494)	0%	0	0	0	0	0%	
5261. MR62 Sophia Crk Bridge to Cuan	308,573	308,500	(73)	100%	0	308,500	0	308,500	0%	
5262. Culvert Subsidence Upgrade	0	0	0	0%	131,000	0	0	131,000	0%	
5288. MR358 - Coulsions Creek Rd	80,177	80,000	(177)	96%	5,000,000	(4,900,000)	0	100,000	80%	
5545. MR62 - Ridgeland St Intersection	40,288	40,620	332	99%	71,620	0	0	71,620	56%	
5546. MR62 - Blaydon St Intersection Upgde	44,089	43,620	(469)	101%	71,620	0	0	71,620	62%	
5547. MR62 - Tyrone Rd Upgrade	37,341	36,620	(721)	102%	71,620	0	0	71,620	52%	
Capital Expenditure	2,454,430	2,325,360	(129,070)	106%	6,905,860	(4,110,500)	0	2,795,360	88%	
Roads & Bridges - Regional	1,678,483	1,339,626	(338,857)	125%	383,484	0	0	383,484	438%	

UHSC KPI REPORT


Transport & Communication - Regional Roads

KPI: Delivery of funded capital work priorities for regional roads and bridges completed within allocated timeframes

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	90.00	155.00	YTD Actuals: \$2,446,154 YTD Budget: \$1,569,860 Work program on track


Transport & Communication - Regional Roads

KPI: Length of regional networks road pavement (174kms) inspected

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	km	130.50	286.20	Monthly Target: >14.5 YTD Target: >130.5 Monthly Actual: 36.5


Transport & Communication - Regional Roads

KPI: Length of regional road network resealed

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 AMBER	km	16.00	15.00	YTD Target: 16 YTD Actual: 13 To be completed in April

Transport & Communication - Regional Roads

KPI: Percentage of regional Bridges (45) inspected biennially

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Dec-22	 GREEN	%	25.00	51.00	Annual target met

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Transport & Communication
Roads - Local (Sealed, Unsealed & Urban)

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	(2,018)	0	2,018	0%	0	0	0	0	0%	YTD: Additional income from road naming applications. EOY: No change.
0115. Grants	(465,030)	(1,137,422)	(672,392)	41%	(3,123,448)	0	0	(3,123,448)	15%	YTD: Timing delay for R2R funding to be received in May. This funding is offset in part by higher than expected FAG funding received to date. EOY: No change at present.
0130. Other Income	(772)	(2,625)	(1,853)	29%	(3,500)	0	0	(3,500)	22%	
0135. Capital Grants Received	(1,161,309)	(1,147,556)	13,753	101%	(2,980,430)	(1,412,963)	0	(4,393,393)	26%	
Operating Revenue	(1,629,129)	(2,287,603)	(658,474)	71%	(6,107,378)	(1,412,963)	0	(7,520,341)	22%	
Non Operating Revenue										
0920. Depreciation	(2,915,451)	(2,915,451)	0	100%	(3,888,827)	0	0	(3,888,827)	75%	
6003. F-19016.8523.6445 Special Projects	(1,499,400)	(1,499,400)	0	100%	(2,000,000)	0	0	(2,000,000)	75%	
6050. F-19016.8517.6409 FAG	(1,267,914)	(1,267,914)	0	100%	(1,690,553)	0	0	(1,690,553)	75%	
6130. Cont from Waste Management	(93,708)	(93,708)	0	100%	(125,000)	0	0	(125,000)	75%	
6175. Cont from Quarry Operations	(48,726)	(48,726)	0	100%	(65,000)	0	0	(65,000)	75%	
6254. Cont from Mdi Water	(240,000)	(240,000)	0	100%	(240,000)	65,000	0	(175,000)	137%	
6300. F-19016.8523.6615 Reseal Program	(516,591)	(516,591)	0	100%	(689,068)	0	0	(689,068)	75%	
6480. F-19015.8511.6492 Moonan Brook	0	0	0	0%	(3,237,268)	2,124,380	0	(1,112,888)	0%	
6481. F-19015.8511.6664 Barrington Forest	0	0	0	0%	(2,389,678)	2,198,498	0	(191,180)	0%	
6482. F-19015.8511.6665 Barrington Forest	0	0	0	0%	(1,275,000)	1,190,000	0	(85,000)	0%	
Non Operating Revenue	(6,581,790)	(6,581,790)	0	100%	(15,600,394)	5,577,878	0	(10,022,516)	66%	
Operating Expenditure										
0301. Administration Costs	216,535	159,653	(56,882)	136%	217,000	0	0	217,000	100%	YTD: Higher costs to date due to recruitment charges. EOY: No change.
0310. Staff Training	35,445	40,000	4,555	89%	60,000	0	0	60,000	59%	YTD: Lower than expected training to date. EOY: No change.
0388. LIRS 1 Urban Rds Loan - Int	3,181	3,115	(66)	102%	3,115	0	0	3,115	102%	
0437. Flood Damage Events	343,651	0	(343,651)	0%	0	0	0	0	0%	YTD: Initial costs for flood damage project management. Vote to be proposed when claim is known. EOY: No change at present.
0540. Rural Rds (Sealed) Maintenance	679,273	812,463	133,190	84%	1,100,000	0	0	1,100,000	62%	YTD: Lower than expected maintenance undertaken to date. EOY: No change.
0542. Rural Rds (Unsealed) Maintenance	2,205,771	1,796,343	(409,428)	123%	2,437,500	0	0	2,437,500	90%	YTD: Higher than expected maintenance undertaken to date. EOY: No change.
0543. Urban Rds (Sealed) Maintenance	352,043	479,531	127,488	73%	650,000	0	0	650,000	54%	YTD: Lower than expected maintenance undertaken to date. EOY: No change.
0544. Urban Rds (Unsealed) Maintenance	40,722	19,174	(21,548)	212%	26,000	0	0	26,000	157%	YTD: Lower than expected maintenance undertaken to date. EOY: No change.
0680. Depreciation	2,915,451	2,915,451	0	100%	3,888,827	0	0	3,888,827	75%	
0980. Administration Overheads	733,869	733,905	36	100%	978,928	0	0	978,928	75%	
0989. Efficiency Gains	0	0	0	0%	(220,000)	0	0	(220,000)	0%	
0993. LIRS 2 Rural Rds Loan - Int	5,485	5,486	1	100%	6,406	0	0	6,406	86%	
Operating Expenditure	7,531,426	6,965,121	(566,305)	108%	9,147,776	0	0	9,147,776	82%	
Non Operating Expenditure										
0388. LIRS 1 Urban Rds Loan - Princ	128,751	128,751	0	113%	128,751	0	0	128,751	100%	
0993. LIRS 2 Rural Rds Loan - Princ	93,160	93,160	1	100%	125,121	0	0	125,121	74%	
7050. T-19016.8517.6409 FAG	0	0	0	0%	1,068,224	0	0	1,068,224	0%	
7129. T-19016.8523.6492 Roadworks	3,392,171	3,392,171	0	100%	0	3,519,171	0	3,519,171	96%	
7481. T-19015.8511.6664 Barrington Forest	730,434	730,434	0	100%	0	790,434	0	790,434	92%	

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Transport & Communication
 Roads - Local (Sealed, Unsealed & Urban)

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
7482. T-19015.8511.6665 Barrington Forest	0	0	0	0%	0	30,000	0	30,000	0%	
Non Operating Expenditure	4,344,516	4,344,516	1	100%	1,322,096	4,339,605	0	5,661,701	77%	
Capital Expenditure										
1001. Ringwood Road Upgrade	22,964	0	(22,964)	0%	0	0	0	0	0%	YTD: Finalisation of carry over 2021/2022 project. Costs to be reviewed. EOY: No change at present.
1283. Urban Rd Reseals	466,139	400,000	(66,139)	117%	400,000	0	0	400,000	117%	YTD: Reseal complete with costs higher than expected. EOY: No change.
1284. Rural Rd Reseals	734,044	740,000	5,956	99%	740,000	0	0	740,000	99%	YTD: Reseal complete with costs lower than expected. EOY: No change.
4078. Farram Lane Construction	1,045	0	(1,045)	0%	0	0	0	0	0%	
4734. Muffet St Reconstruction	350,941	350,000	(941)	100%	350,000	0	0	350,000	100%	
4861. Village Streets Initial Seal	0	0	0	0%	40,000	(40,000)	0	0	0%	
4862. Village Streets Shoulder Initial Seal	0	0	0	0%	40,000	(40,000)	0	0	0%	
4986. Local Sealed Road Heavy Patching	0	0	0	0%	150,000	0	0	150,000	0%	
4987. Local Unsealed Roads Resheet	907,643	880,000	(27,643)	95%	1,100,000	0	0	1,100,000	83%	YTD: Resheeting program continuing. EOY: No change.
4988. R2R Urban Streets K&G Renewals	0	0	0	0%	200,000	0	0	200,000	0%	
4989. Local Roads & Streets ARRB	0	0	0	0%	125,000	0	0	125,000	0%	
5247. Moonan Brook Rd MR105 Seal &	327,117	345,000	17,883	95%	5,207,268	(3,500,000)	0	1,707,268	19%	YTD: Works progressing on construction phase. EOY: No change.
5290. Mount St Mdi K&G	68,897	18,000	(50,897)	383%	0	18,000	0	18,000	383%	YTD: Project identified from K&G renewal program. Funds to be allocated. EOY: No change at present.
5392. Culvert Subsidence	0	0	0	0%	50,000	(50,000)	0	0	0%	
5407. Hunter Rd - Naracoote to Glenmore Brg	50,227	0	(50,227)	0%	0	50,000	0	50,000	0%	YTD: Works progressing on design phase earlier than expected. EOY: No change.
5409. Barrington Forest Rd - Initial Seal Stg1	71,483	35,000	(36,483)	204%	2,500,000	(2,360,000)	0	140,000	51%	YTD: Works progressing on design phase. EOY: No change.
5410. Barrington Forest Rd - Initial Seal Stg2	2,801	1,500	(1,301)	187%	1,500,000	(1,430,000)	0	70,000	4%	YTD: Works progressing on design phase. EOY: No change.
5525. K & G - Smith St Scone	1,458	0	(1,458)	0%	0	0	0	0	0%	
5536. Pages Creek & Sargeants Gap Rds	3,485	5,000	1,515	70%	598,935	200,000	0	798,935	0%	
5540. RSP Glenbawn Rd - Shoulder Wide &	0	0	0	0%	500,000	(500,000)	0	0	0%	
5541. RSP Timor Rd - Shoulder Wide & Gdrail	0	0	0	0%	272,520	(272,520)	0	0	0%	
5548. Hacketts Rd Merriwa	145,307	145,000	(307)	100%	0	145,000	0	145,000	100%	
5549. Bow St (fr Blaxland St to MacCartney St)	19,225	20,000	775	96%	160,000	0	0	160,000	12%	
5555. Victoria St Mdi - Rehabilitation	152,784	175,000	22,216	87%	400,000	(225,000)	0	175,000	87%	YTD: Works finalised. EOY: No change.
5556. Yarrandi Rd - Initial Design/Studies	20,800	20,000	(800)	104%	84,000	0	0	84,000	25%	
5557. Middlebrook Rd - Initial Design/Studies	7,200	7,000	(200)	103%	42,000	0	0	42,000	17%	
5559. Muffett Street Overpass Investigations	0	0	0	0%	500,000	(500,000)	0	0	0%	
5582. K & G Stanstead Close Scone	60,498	0	(60,498)	0%	0	0	0	0	0%	YTD: New emergency project identified requiring completion. Reviewing final costings before request vote proposed. EOY: No change at present.
5816. R2R Aberdeen Public School Graeme	324,669	240,000	(84,669)	135%	240,000	0	0	240,000	135%	YTD: Carry over safety project from 2021/2022 finalised. EOY: No change at present.
Capital Expenditure	3,738,727	3,381,500	(357,227)	111%	15,199,723	(8,504,520)	0	6,695,203	56%	
Roads - Local (Sealed, Unsealed & Urban)	7,403,750	5,821,744	(1,582,005)	127%	3,961,823	0	0	3,961,823	187%	

UHSC KPI REPORT


Transport & Communication - Local Roads

KPI: Delivery of funded capital work priorities for local roads completed within allocated timeframes

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	90.00	102.00	YTD Actuals: \$2,557,532 YTD Budget: \$2,506,500 Works program under review due to contractors availability


Transport & Communication - Local Roads

KPI: Length of gravel unsealed pavement network inspected (Local Roads)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	km	727.20	644.79	Monthly Target: >80.80km Monthly Actual: 45km YTD Target: 727.20km YTD Actual: 645.31km


Transport & Communication - Local Roads

KPI: Length of local road sealed network resealed (26kms)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	km	26.00	41.20	YTD Target:26 YTD Actual:26.7


Transport & Communication - Local Roads

KPI: Length of sealed pavement network inspected (Local Roads)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	km	344.70	244.24	Monthly Target: >38.3 YTD Target: 344.7 Monthly Actual:38.22 YTD Actual: 244.24

Transport & Communication - Local Roads

KPI: Length of unsealed grading completed (Local Roads)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	km	864.00	387.44	

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**Transport & Communication
Transport Ancillaries**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0110. User Fees & Charges	9,571	0	(9,571)	0%	0	0	0	0	0%	YTD: Reversal of signage fees charged in 2021/22 year. EOY: No change.
0115. Grants	(77,000)	(75,000)	2,000	103%	(75,000)	0	0	(75,000)	103%	YTD: Higher than expected block grant funding received. EOY: No change.
0135. Capital Grants Received	(986,743)	0	986,743	0%	(6,819,076)	6,047,000	0	(772,076)	128%	YTD: Funding received earlier than expected for the final Public Spaces funding and SCCF5 funding. EOY: No change at present.
0140. Contributions	(1,414)	0	1,414	0%	0	0	0	0	0%	YTD: s94 contributions received. EOY: No change.
Operating Revenue	(1,054,172)	(75,000)	979,172	1,406%	(6,894,076)	6,047,000	0	(847,076)	124%	
Non Operating Revenue										
0920. Depreciation	(40,374)	(40,374)	0	100%	(53,852)	0	0	(53,852)	75%	
6003. F-19016.8523.6445 Special Projects	(450,000)	(450,000)	0	100%	(1,246,489)	700,000	0	(546,489)	82%	
6136. F-19016.8523.6455 Scn Town	(250,000)	(250,000)	0	100%	(681,435)	0	0	(681,435)	37%	
6617. F-19015.8511.6616 St Aubin St Town	0	0	0	0%	(100,000)	100,000	0	0	0%	
Non Operating Revenue	(740,374)	(740,374)	0	100%	(2,081,776)	800,000	0	(1,281,776)	58%	
Operating Expenditure										
0547. Road Furniture Maintenance	132	2,218	2,086	6%	3,000	0	0	3,000	4%	YTD: Lower than expected maintenance required to date. EOY: No change.
0548. Signs & Marking - Local roads	16,465	44,504	28,039	37%	60,000	0	0	60,000	27%	YTD: Lower than expected costs incurred to date. EOY: No change.
0549. Parking Area Maintenance	2,441	2,750	309	89%	2,750	0	0	2,750	89%	
0559. Traffic Facilities (Block Grant) Exp	983	19,906	18,923	5%	27,000	0	0	27,000	4%	YTD: Lower than expected costs incurred to date. EOY: No change.
0562. Bus Shelter Maintenance	0	5,143	5,143	0%	7,000	0	0	7,000	0%	YTD: No costs incurred on maintenance program to date. EOY: No change.
0680. Depreciation	40,374	40,374	0	100%	53,852	0	0	53,852	75%	
0980. Administration Overheads	111,879	111,879	0	100%	149,235	0	0	149,235	75%	
Operating Expenditure	172,274	226,774	54,500	76%	302,837	0	0	302,837	57%	
Non Operating Expenditure										
7617. T-19015.8511.6616 St Aubin St Town	0	0	0	0%	0	(300,000)	0	(300,000)	0%	
Non Operating Expenditure	0	0	0	0%	0	(300,000)	0	(300,000)	0%	
Capital Expenditure										
0747. Bus Shelter Capital Works	0	0	0	0%	20,000	(20,000)	0	0	#DIV/0!	
0753. Town Revitalisation - Scone	358,958	391,050	32,092	92%	8,727,000	(7,427,000)	0	1,300,000	28%	YTD: Works progressing on project with tender awarded for two blocks of CBD. EOY: No change.
0775. Regional Rd Guardrail Replacement	0	0	0	0%	50,000	0	0	50,000	0%	
4079. Street Signs	0	0	0	0%	12,500	0	0	12,500	0%	
4898. 133 Kelly Street Scone	32,919	0	(32,919)	0%	0	0	0	0	0%	YTD: Late costs for project to be reviewed. EOY: No change at present.
5498. St Aubins St Town Square Green	0	0	0	0%	100,000	900,000	0	1,000,000	0%	
Capital Expenditure	391,877	391,050	(827)	100%	8,909,500	(6,547,000)	0	2,362,500	17%	
Transport Ancillaries	(1,231,809)	(197,550)	1,034,259	624%	236,485	0	0	236,485	(521%)	

UHSC KPI REPORT

Transport & Communication - Transport Ancillaries

KPI: Delivery of funded capital work priorities for transport ancillaries completed within allocated timeframes

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	%	90.00	91.00	YTD Actuals \$ 358,958 YTD Budget \$ 391,050 On Track

Transport & Communication - Transport Ancillaries

KPI: Maintenance of identified traffic signs and line marking completed annually

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	90.00	37.00	YTD Target: \$44,504 YTD Actual: \$16,465 Line-marking programmed

Services Report
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Water Supplies
All Towns

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0100. Rates & Charges	(1,476,470)	(1,433,922)	42,548	102%	(1,433,922)	0	0	(1,433,922)	103%	YTD: Higher annual water access charges due to lower pensioner concessions claimed to date. EOY: No change.
0110. User Fees & Charges	(2,446,592)	(2,594,875)	(148,283)	87%	(3,196,500)	0	0	(3,196,500)	77%	YTD: Lower water usage charges for the quarter and year to date due to the cooler climate and wet weather conditions. EOY: No change.
0115. Grants	(5,500)	(5,500)	0	0%	(160,548)	0	0	(160,548)	3%	
0120. Interest & Investment Income	(83,727)	(84,296)	(569)	14%	(126,500)	0	0	(126,500)	66%	
0132. Private Works Revenue	(15,357)	(29,625)	(14,268)	191%	(39,500)	0	0	(39,500)	39%	YTD: Private works have been completed awaiting invoicing. EOY: No change.
0135. Capital Grants Received	0	0	0	0%	(1,350,000)	2,215,000	0	865,000	0%	
0140. Contributions	(126,353)	(75,000)	51,353	105%	(100,000)	0	0	(100,000)	126%	YTD: Lower than expected s64 contributions to date.
Operating Revenue	(4,153,998)	(4,223,218)	(69,219)	98%	(6,406,970)	2,215,000	0	(4,191,970)	99%	
Non Operating Revenue										
0920. Depreciation	(948,033)	(948,033)	0	100%	(1,264,551)	0	0	(1,264,551)	75%	
6047. F-29016.8524.6484 Bal Water Fund	(345,636)	(345,636)	0	100%	(461,032)	(336,000)	0	(797,032)	43%	
6053. F-29016.8524.6483 Bal Water Fund Mdi	(800,568)	(800,568)	0	100%	(1,067,849)	144,000	0	(923,849)	87%	
6055. F-29016.8524.6482 Bal Scn/Abn Water	(473,373)	(473,373)	0	100%	(1,729,164)	575,309	0	(1,153,855)	41%	
Non Operating Revenue	(2,567,610)	(2,567,610)	0	100%	(4,522,596)	383,309	0	(4,139,287)	62%	
Operating Expenditure										
0680. Depreciation	948,033	948,033	0	100%	1,264,551	0	0	1,264,551	75%	
0945. Loan Repayments - Int	153,747	152,730	(1,017)	0%	222,794	0	0	222,794	0%	
0980. Administration Overheads	825,696	825,696	0	100%	1,101,362	0	0	1,101,362	75%	
2001. Administration	40,525	34,138	(6,387)	56%	52,900	0	0	52,900	77%	YTD: Costs higher due to valuation undertaken on potential land purchase. EOY: No change.
2002. Engineering & Supervision	305,528	341,957	36,429	69%	469,400	0	0	469,400	65%	YTD: Under budget in salaries to date due to vacancy in Water & Sewer Managers position. EOY: No change.
2003. Dams & Weirs	14,949	34,396	19,447	30%	48,600	0	0	48,600	31%	YTD: Lower than expected maintenance required to date. EOY: No change.
2004. Mains	330,990	312,780	(18,210)	59%	434,600	0	0	434,600	76%	YTD: Higher than expected maintenance required to date. EOY: No change.
2005. Reservoirs	102,703	123,970	21,267	84%	167,600	0	0	167,600	61%	YTD: Lower than expected maintenance required to date. EOY: No change.
2006. Pumping Stations	445,065	359,671	(85,394)	108%	524,800	0	0	524,800	85%	YTD: Higher than expected maintenance and electricity charges to date. EOY: No change.
2007. Water Treatment	268,543	257,427	(11,116)	162%	367,500	0	0	367,500	73%	YTD: Increase level of treatment activities required to date. EOY: No change.
2008. Water Other	86,834	41,755	(45,079)	117%	119,900	0	0	119,900	72%	YTD: Higher other costs to be reviewed. EOY: No change at present.
2009. Private Works	44,002	23,325	(20,677)	222%	31,100	0	0	31,100	141%	YTD: Number of private works requests currently in progress. EOY: No change.
2019. Rainwater Tank Rebates	800	1,000	200	0%	2,000	0	0	2,000	40%	
2065. Water Awareness Campaign	0	6,000	6,000	0%	12,000	0	0	12,000	0%	YTD: No costs incurred on awareness program to date. EOY: No change.
Operating Expenditure	3,567,415	3,462,878	(104,537)	103%	4,819,107	0	0	4,819,107	74%	
Non Operating Expenditure										
0945. Loan Repayments - Princ	218,227	219,088	861	0%	315,773	0	0	315,773	0%	
7056. T-29016.8510.6320 s64 Scn/Abn Water	0	0	0	0%	100,000	0	0	100,000	0%	
7081. Cont to Loan Repayments	26,226	26,226	0	100%	35,000	0	0	35,000	75%	

Services Report
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(75% of financial Year Complete)


Water Supplies
All Towns

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
7134. Cont to Roadworks	240,000	240,000	0	0%	240,000	0	0	240,000	100%	
7230. Cont to Corporate Services	33,320	33,321	1	100%	60,000	0	0	60,000	56%	
7259. Cont to Grant Officer	7,497	7,497	0	100%	10,000	0	0	10,000	75%	
7280. Surplus Dividend to General Fund	0	0	0	0%	15,000	0	0	15,000	0%	
7283. Cont to UH Sustainability	24,363	24,363	0	100%	32,500	0	0	32,500	75%	
7571. Cont to Asset Management	18,117	18,117	0	100%	24,161	0	0	24,161	75%	
Non Operating Expenditure	567,750	568,612	862	100%	832,434	0	0	832,434	68%	
Capital Expenditure										
1105. Scn/Abn - Minor Reservoir Repairs	0	0	0	0%	20,000	(20,000)	0	0	0%	
2014. Mwa - Main Renewals/Replacements	455,505	448,705	(6,800)	102%	333,000	120,000	0	453,000	101%	YTD: Works complete awaiting final costs before request vote proposed. EOY: No change.
2022. Scn/Mdi Pipeline	68,298	65,000	(3,298)	105%	65,000	0	0	65,000	105%	YTD: Finalisation of easement purchases continuing. EOY: No change.
2025. Mwa - Meter Replacements	3,692	3,706	14	100%	9,000	(4,000)	0	5,000	74%	
2026. Mdi - Meter Replacements	26	147	121	18%	9,000	(7,000)	0	2,000	1%	
2027. Scn/Abn - Meter Replacements	20,720	20,807	87	100%	55,000	(25,000)	0	30,000	69%	
2028. UV & Fluoride Implementation	2,502	2,500	(2)	100%	1,400,000	(1,370,000)	0	30,000	8%	
2030. Scone WTP	2,009	0	(2,009)	0%	0	0	0	0	0%	YTD: Initial costs incurred. EOY: No change.
2071. Village Reticulation	15,595	15,000	(595)	104%	600,000	(400,000)	0	200,000	8%	
4181. Telemetry Upgrade	0	0	0	0%	255,000	(235,000)	0	20,000	0%	
4219. Scn/Abn - Main Renewals/	167,376	286,616	119,240	58%	925,000	(380,000)	0	545,000	31%	YTD: Works continuing. EOY: No change.
4497. Electronic Key System Rosedale	420	0	(420)	0%	0	0	0	0	0%	
4498. Reservoir repairs/replacement	0	0	0	0%	8,000	(8,000)	0	0	0%	
4672. Abn - Replace High Tower Tank &	0	0	0	0%	269,813	(269,813)	0	0	0%	
4677. Mwa - Treatment Plant Minor Renewals	0	0	0	0%	45,000	(35,000)	0	10,000	0%	
4678. Mwa/Cass - Minor Reservoir Repairs	0	0	0	0%	30,000	(30,000)	0	0	0%	
4687. Abn - Raw Water Pump Station Upgrade	419,819	447,250	27,431	94%	347,250	290,000	0	637,250	66%	YTD: Works continuing. EOY: No change.
4688. Mwa - Treatment Plant SCADA	0	0	0	0%	23,100	0	0	23,100	0%	
4757. Scn Valve & Hydrant Replacement	1,417	1,538	121	92%	20,500	(14,000)	0	6,500	22%	
4783. Equipment Replacement	2,862	0	(2,862)	0%	0	0	0	0	0%	
4794. IWCM	22,557	22,496	(61)	100%	237,496	(202,496)	0	35,000	64%	
4939. Scn/Abn - New Mains/Main Extensions	14,923	10,000	(4,923)	149%	0	10,000	0	10,000	0%	YTD: Some additional works completed to be reviewed. EOY: No change at present.
5330. Scn/Abn - Reservoir Cleaning & Inspect	0	0	0	0%	41,000	(41,000)	0	0	0%	
5331. Scn/Abn - Drought Management Plan	2,965	3,000	35	99%	70,000	(60,000)	0	10,000	30%	
5378. Scn - White Park Water Main Extension	837	0	(837)	0%	0	0	0	0	0%	
5397. Mdi - Main Renewals/Replacements	175,184	163,250	(11,934)	107%	150,000	23,000	0	173,000	101%	YTD: Works continuing. EOY: No change.
5398. Mwa - New Mains/Main Extensions	371,162	370,866	(296)	100%	85,866	285,000	0	370,866	100%	
5406. STM Rural Water Connections	2,317	1,996	(321)	116%	24,000	(18,000)	0	6,000	39%	
5510. Scn- Moobi Rd Water Booster Pump	0	0	0	0%	255,000	(255,000)	0	0	0%	
5565. MDI - Dam Pump	16,424	16,500	76	100%	0	33,000	0	33,000	0%	
5811. Mdi - Dam Safety Inspection	15,000	15,000	0	100%	0	15,000	0	15,000	0%	
Capital Expenditure	1,766,610	1,879,377	112,767	94%	5,278,025	(2,613,309)	0	2,664,716	66%	
Water Supply	(804,834)	(864,961)	(60,127)	93%	0	0	0	0	0%	

UHSC KPI REPORT


Water Supply Services

KPI: Delivery of funded capital work priorities for water services completed within allocated timeframes

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	90.00	99.00	YTD Actual \$1,780,918 YTD Budget \$1,806,727 On Target


Water Supply Services

KPI: Number of complaints of poor water quality

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		#	5.00	1.00	Nil Complaints

Water Supply Services

KPI: Water Asset renewal as a percentage of depreciation

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23		%	100.00	133.00	On Target

**Services Report
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**Sewerage Services
All Towns**

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Operating Revenue										
0100. Rates & Charges	(3,217,444)	(3,177,990)	39,454	101%	(3,172,490)	0	0	(3,172,490)	101%	YTD: Higher annual sewer access charges due to lower pensioner concessions claimed to date. EOY: No change.
0110. User Fees & Charges	(197,393)	(187,625)	9,768	105%	(243,500)	0	0	(243,500)	81%	YTD: Higher sewer discharge fees to date. EOY: No change.
0115. Grants	0	0	0	0%	(152,248)	0	0	(152,248)	0%	
0120. Interest & Investment Income	(43,053)	(42,984)	69	89%	(64,500)	0	0	(64,500)	59%	
0132. Private Works Revenue	(4,592)	(12,000)	(7,408)	38%	(16,000)	0	0	(16,000)	29%	YTD: Private works have been completed awaiting invoicing. EOY: No change.
0140. Contributions	(161,431)	(130,000)	31,431	100%	0	(130,000)	0	(130,000)	0%	YTD: Higher s64 contributions received to date. EOY: No change.
Operating Revenue	(3,623,913)	(3,550,599)	73,314	102%	(3,648,738)	(130,000)	0	(3,778,738)	96%	
Non Operating Revenue										
0920. Depreciation	(667,530)	(667,530)	0	100%	(890,406)	0	0	(890,406)	75%	
6040. F-39016.8525.6487 Bal Sewer Fund	(877,212)	(877,212)	0	100%	(1,920,387)	1,159,000	0	(761,387)	115%	
6042. F-39016.8525.6486 Bal Sewer Fund Mdi	(78,759)	(78,759)	0	100%	(105,053)	80,000	0	(25,053)	314%	
6044. F-39016.8525.6485 Bal Sewer Fund	(117,081)	(117,081)	0	100%	(473,788)	631,496	0	157,708	(74%)	
Non Operating Revenue	(1,740,582)	(1,740,582)	0	100%	(3,389,634)	1,870,496	0	(1,519,138)	115%	
Operating Expenditure										
0680. Depreciation	667,530	667,530	0	100%	890,406	0	0	890,406	75%	
0980. Administration Overheads	523,890	523,890	0	100%	698,794	0	0	698,794	75%	
3001. Administration	1,751	0	(1,751)	0%	0	0	0	0	0%	
3002. Engineering & Supervision	280,232	300,354	20,122	93%	419,153	0	0	419,153	67%	YTD: Under budget in salaries to date due to vacancy in Water & Sewer Managers position. EOY: No change.
3004. Sewer Mains	367,108	138,858	(228,250)	264%	196,280	0	0	196,280	187%	YTD: Higher than expected maintenance required to date. Costs to be reviewed for possible capitalisations. EOY: No change at present.
3006. Pumping Stations	125,668	156,922	31,254	80%	215,985	0	0	215,985	58%	YTD: Lower than expected maintenance and operating costs to date. EOY: No change.
3007. Sewer Treatment	568,845	507,169	(61,676)	112%	723,776	0	0	723,776	79%	YTD: increase level of treatment activities required to date. EOY: No change.
3008. Sewer Other	0	0	0	0%	3,800	0	0	3,800	0%	
3009. Private Works	6,748	9,525	2,777	71%	12,700	0	0	12,700	53%	YTD: Higher private work requests to date. EOY: No change.
3011. Sewer - CCTV Works	62,840	116,375	53,535	54%	208,500	0	0	208,500	30%	YTD: CCTV works continuing. EOY: No change.
3025. COVID Testing for Sewerage System	257	0	(257)	0%	0	0	0	0	0%	
5031. Trade Waste	0	4,149	4,149	0%	5,530	0	0	5,530	0%	YTD: No trade waste costs incurred to date. EOY: No change.
Operating Expenditure	2,604,869	2,424,772	(180,097)	107%	3,374,924	0	0	3,374,924	77%	
Non Operating Expenditure										
7045. T-39016.8510.6323 s64 Scr/Abn Sewer	130,000	130,000	0	100%	0	130,000	0	130,000	100%	
7081. Cont to Loan Repayments	26,226	26,226	0	100%	35,000	0	0	35,000	75%	
7230. Cont to Corporate Services	0	0	0	0%	10,000	0	0	10,000	0%	
7259. Cont to Grant Officer	7,497	7,497	0	100%	10,000	0	0	10,000	75%	
7281. Surplus Dividend to General Fund	0	0	0	0%	15,000	0	0	15,000	0%	
7283. Cont to UH Sustainability	24,363	24,363	0	100%	32,500	0	0	32,500	75%	
7571. Cont to Asset Management	18,117	18,117	0	100%	24,160	0	0	24,160	75%	
Non Operating Expenditure	206,203	206,203	0	100%	126,660	130,000	0	256,660	80%	

Services Report
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Sewerage Services
All Towns

	YTD Actuals	YTD Budget	Variance \$ YTD	YTD Actual Vs YTD Budget %	Original Budget	Approved Variations	Requested Votes	Revised Budget	YTD Actuals Vs FY Budget %	Comments
Capital Expenditure										
1162. Mwa - Sewer Relining	0	117,479	117,479	0%	199,609	0	0	199,609	0%	YTD: No costs incurred to date. EOY: No change.
3016. Scn - STP Renewals	0	39,772	39,772	0%	50,000	0	0	50,000	0%	YTD: No costs incurred to date. EOY: No change.
3017. Mdi - STP Renewals	0	0	0	0%	20,000	(20,000)	0	0	0%	
4400. Abn - STP Renewals	16,620	20,963	4,343	79%	25,000	0	0	25,000	66%	YTD: Works being attended to as and when required. EOY: No change.
4423. Mdi - Main Renewals/Replacement	0	0	0	0%	50,000	(50,000)	0	0	0%	
4465. Mwa - Manhole replace/improvement	0	0	0	0%	60,000	(60,000)	0	0	0%	
4466. Mwa - STP Renewals	2,417	2,458	(41)	98%	268,197	(260,000)	0	8,197	29%	YTD: Only minor works to date.
4468. Mwa - Main Renewals/Replacements	3,571	3,963	392	90%	50,000	(40,000)	0	10,000	36%	
4469. Mdi - Manhole Renewals &	0	0	0	0%	10,000	(10,000)	0	0	0%	
4473. Scn/Abn - Sewer Relining	1,079	300,290	299,211	0%	513,589	(260,000)	0	253,589	0%	YTD: Only minimal costs incurred to date. EOY: No change.
4475. Scn - Manhole	0	68,269	68,269	0%	125,000	0	0	125,000	0%	YTD: No costs incurred to date. EOY: No change.
4476. Scn/Abn - Mains	0	154,425	154,425	0%	180,000	0	0	180,000	0%	YTD: No costs incurred to date. EOY: No change.
4480. Scn - Moobi Rd SPS Upgrade Pump	0	20,000	20,000	0%	20,000	0	0	20,000	0%	YTD: No costs incurred to date. EOY: No change.
4536. Mdi - Sewer Relining	0	44,664	44,664	0%	100,000	0	0	100,000	0%	YTD: No costs incurred to date. EOY: No change.
4572. Cassilis Sewer Scheme	7,104	7,000	(104)	101%	60,000	(53,000)	0	7,000	101%	
4794. I/CM	22,557	7,000	(15,557)	322%	227,496	(197,496)	0	30,000	75%	YTD: Project progressing. EOY: No change.
4856. Sewer Pump Station Renewals	3,949	4,000	51	99%	0	4,000	0	4,000	99%	
4858. Scn/Abn - SPS Renewals	0	56,918	56,918	0%	65,000	0	0	65,000	0%	YTD: No costs incurred to date. EOY: No change.
5232. Telemetry Upgrade Scone Airport SPS7	0	0	0	0%	180,000	(180,000)	0	0	0%	
5328. Mwa - Recycled Water Scheme	28,847	11,000	(17,847)	0%	33,200	0	0	33,200	87%	YTD: Project commenced earlier than expected. EOY: No change.
5379. Mwa - STP Cleaning Polishing Ponds	36,459	118,304	81,845	31%	1,299,697	(750,000)	0	549,697	7%	YTD: Commencing works on projected. Project expected to continue into the 2023/2024 year. EOY: No change.
5449. Scn/Abn SPS Telemetry Upgrades	5,600	6,000	400	93%	0	6,000	0	6,000	93%	
Capital Expenditure	128,203	982,505	854,220	13%	3,536,788	(1,870,496)	0	1,666,292	8%	
Scone/Aberdeen Sewerage	(2,425,220)	(1,877,701)	747,437	145%	0	0	0	0	0%	

UHSC KPI REPORT


Sewerage Services

KPI: Delivery of funded capital work priorities for sewer services completed within allocated timeframes

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	90.00	5.00	YTD Actual \$64,667 YTD Budget \$1,383,449 Sewer relining program yet to commence


Sewerage Services

KPI: Number of customer complaints regarding sewerage services

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 GREEN	#	18.00	0.00	Nil Complaints


Sewerage Services

KPI: Percentage of treated effluent recycled (Scone STP)

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 AMBER	%	70.00	68.00	reuse of effluent continues to be used due to continuing dry weather

Sewerage Services

KPI: Sewer Asset renewal as a percentage of depreciation

PERIOD	PERFORMANCE	UNIT	TARGET	ACTUAL	COMMENT
Mar-23	 RED	%	100.00	10.00	21/22 relining program finished in Dec 2022. 22/23 funded program is yet to commence on site.

Corporate & Community Services

CORP.05.3

CONTRACTORS & EXPENSES REPORT

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Wayne Phelps - Acting Director Corporate & Community Services

PURPOSE

This report gives details of any contractor payments made during the month greater than \$50,000 that have not been part of a tender process together with any consultancy and legal expenses made year to date.

RECOMMENDATION

That the Committee:

1. note the Contractors Listing for the period; and
2. note the Consultancy and Legal Expenses report for the period.

BACKGROUND

The Contractors Listing provides details of any contracts Council has entered into for the period which exceed the value of \$50,000 in accordance with Office of Local Government requirements.

The Consultants, Legal and other Expenses Report will show expenditure year to date for consultancies and legal services.

REPORT/PROPOSAL

Council enters into contracts for the provision of services to Council.

In addition to the tendering regulation for contracts exceeding \$250,000, these reports provide details of such contracts.

The details of expenditure for external consultants and legal services provide transparent reports on specialist and legal services to Council.

OPTIONS

To note details or request further information about details of payments made.

CONSULTATION

Annual community consultation is undertaken with the community in regard to the Delivery Program and Operational Plan during March to June each year.

STRATEGIC LINKS

a. Community Strategic Plan 2032

This report links to the Community Strategic Plan 2032 as follows:

Responsible Governance

Providing efficient and responsible governance in order to effectively serve the community.

Corporate & Community Services

- 5.1 Effectively and efficiently management the business of Council, while encouraging an open and participatory Council with an emphasis on transparency, community engagement, action and response.
- 5.2 Council is focused on innovation and continuous improvement to ensure a high quality of service which is aligned with business needs and community priorities.

b. Delivery Program

- Encouragement for the sustainable economic development in the Upper Hunter Shire

c. Other Plans

Nil

IMPLICATIONS

a. Policy and Procedural Implications

As per Council's procurement policy.

b. Financial Implications

As per the Contractors and Expenses Report details.

c. Legislative Implications

Regulatory requirement to provide report to Council.

d. Risk Implications

There is a financial risk if appropriate controls are not in place in regard to procurement. Appropriate measures should also be in place to ensure consultant and legal expenses are appropriate and within an approved budget

e. Sustainability Implications

Nil

f. Other Implications

Nil

CONCLUSION

Details of contractor payments greater than \$50,000 that are not part of a tender endorsed by Council are provided together with details of consultants and legal costs incurred.

ATTACHMENTS

- [1](#) Contractors & Expenses - March 2023
- [2](#) Consultancy & Legal - March 2023

Upper Hunter Shire Council
Contracts Listing
March 2023

Contractor	Contract Detail & Purpose	Contract Value (Ex GST)	Commencement Date	Duration of Contract	Budgeted (Y/N)	Comments
<i>NIL</i>						

Notes

1. Minimum reporting level for contractors is 1% of estimated income from continuing operations or \$50,000 whichever is the lesser.
2. Contracts listed are those entered into during the month and have yet to be fully performed, excluding contractors that are on Council's preferred supplier list, or contracts previously approved by Council.
3. Contracts for employment are not included.
4. Comments are provided where a contract for services etc was not included in the budget.

**Upper Hunter Shire Council
Consultancy and Legal Expenses
March 2023**

Resource	Original Budget	Revised Budget	YTD Budget	YTD Actuals
General Fund				
0405. Consultants ¹	59,400	49,400	31,422	14,626
0408. Planning Consultant Fees	30,000	90,000	82,491	93,380
0607. Debt Collection & Legal Fees	72,500	72,500	48,312	36,718
0611. Legal Costs Other ²	55,900	69,900	36,950	79,631
Total General Fund	217,800	281,800	199,175	224,355
Water Fund				
0405. Consultants ³	29,063	0	0	0
0611. Legal Costs Other ⁴	10,000	10,000	10,000	0
Total Water Fund	43,063	14,000	10,000	0
Sewer Fund				
0405. Consultants ⁵	8,000	8,000	4,000	0
0611. Legal Costs Other ⁶	0	0	0	0
Total Sewer Fund	8,000	8,000	4,000	0
Grand Total	268,863	303,800	213,175	224,355
Detailed Consultants¹	\$			
Heritage Advisor	14,626			
Total	14,626			
Detailed Legal Costs Other²	\$			
Planning matters	61,572			
Property & lease related matters	12,488			
Road widening and other matters	2,379			
Total	79,631			
Detailed Consultants Water Fund³	\$			
Nil	0			
Total	0			
Detailed Legal Costs Water Fund⁴	\$			
Nil	0			
Total	0			
Detailed Consultants Sewer Fund⁵	\$			
Nil	0			
Total	0			

General Manager's Unit

CORP.05.4

***WHITE PARK MANAGEMENT AND DEVELOPMENT
COMMITTEE***

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Karen Lee - Senior Administration Officer - Business Services

RECOMMENDATION

That Council

1. adopt the minutes of the White Park Management & Development Committee meeting held on 26 April 2023;
2. endorse the White Park Management & Development Committee's suggestion for the community usage of White Park; and,
3. endorse the White Park Management & Development Committee's Western Side White Park User/Event agreement.

BACKGROUND

The White Park Management & Development Committee is an advisory committee of Council. The Committee comprises representatives of the various users of the White Park facility. The aim of the Committee is to make recommendations to Council on the management and future development of White Park.

REPORT/PROPOSAL

Minutes for the last Committee meeting held on 26 April 2023 are attached to this report for review and adoption by Council.

In this meeting the following key items were discussed:

- Financial Report
- White Park Masterplan
- Fees & Charges 2023/2024
- Capital Works Update

General Business included the discussion regarding the future use of the Western Side of White Park in the Master Plan. This discussion raised some great aspects of the diversity and potential to accommodate all disciplines and events at White Park.

The Masterplan was developed nearly 8 years ago and since then there has been many changes made to the development of White Park. The Committee had some great ideas and suggestions and decided to reconvene onsite in a couple of weeks to make the final decision.

The Committee also discussed the community use of White Park and the potential impacts the current use may have on insurance and damage to the grounds. The list below was approved by the White Park Management & Development Committee and will be in place from the May Council meeting, depending the decision. The fees and charges for the commercial use of White Park will form part of the submission process of the Fees & Charges in the 2023/2024 Development Plan and Operational Plan.



General Manager's Unit

Usage	Permission
General access by persons for walking, jogging and exercising	Free access at all times
Access with horse as part of an existing group outside group activity times (between the hours of 7am and 4pm)	Free access with group noting the usage times
Access with horse as part of commercial operation	Permitted with payment of annual fee and appropriate insurances
Access to undertake commercial activity such as a fitness class	Permitted with payment of annual fee and appropriate insurances

The Committee reconvened onsite at White Park on Wednesday, 10 May 2023 to decide the Western Side Plan for the Master Plan. Signage and future works for improvements were discussed and will be scheduled for the coming months. The Committee decided that the following conditions would be implemented upon the decision of Council:

Western Side of White Park User/Event Agreement

Camping and/or parking will only be allowed in the designated areas as identified on the map. This camping is to be monitored by the user group or organiser of each event. A camping and/or parking marshal will need to be supplied by each user group or event organiser to ensure that all camping and/or parking spaces are utilised fully. Once all designated camping and/or parking is utilised, the overflow camping and/or parking areas can be used with conditions. These conditions include the following: Camping and/or parking is only available in the overflow section if weather conditions are satisfactory as per the agreement between all White Park Committee members. Satisfactory weather conditions means no rain forecast for the event and in the event that rain occurs during the event, the user group or organiser of the event is responsible for the ground's rehabilitation if damage occurs. The cost of the rehabilitation will be covered by the Overflow Camping and/or Parking Bond that is payable by those who have requested additional camping and/or parking space.

Light vehicle parking is only permitted on the competition grounds with the guidance of the parking attendant which will eliminate the congestion in Hill Street and Guernsey Street. No camping is permitted on the competition grounds at any time. Heavy vehicle parking is only permitted on the practice grounds if needed. If no additional parking and/or camping is required, these areas of the facility will be closed off to the event. These conditions are in place to eliminate damage to the practice and competition grounds on the western side of White Park.

The fees and charges were also discussed at length and the Committee was advised that they had 28 days to make a submission in relation to the new Fees & Charges for 2023/2024.

ATTACHMENTS

- 1 [↓](#) White Park Management & Development Committee - 26 April 2023 - Minutes

**MINUTES OF THE WHITE PARK MANAGEMENT &
DEVELOPMENT COMMITTEE MEETING - WEDNESDAY 26 APRIL
2023 - 5.00pm**



PRESENT: Cr Lee Watts (Chair), Cr Alison McPhee, Julee Gilmore, Susan Bettington, Christine Brooker, Bec Moran, Steve Ernst, Patricia Betts, Drew Stevenson, Sally Stevenson, Darren Wicks, Anto White and Jade Smith.

IN ATTENDANCE: Greg McDonald, Wayne Phelps, Brett Peel, James Smart, Mick O'Halloran and Karen Lee (minutes).

1. APOLOGIES

RECOMMENDATION TO COUNCIL :

That the apologies received from Cr Tayah Clout be accepted.

Moved: J Gilmore

Seconded: S Bettington

CARRIED

2. DISCLOSURE OF INTEREST

Nil

3. PREVIOUS MINUTES

RECOMMENDATION TO COMMITTEE :

That the minutes of the White Park Management & Development Committee Meeting held on 1 February 2023, as circulated, be taken as read and confirmed as a correct record.

Moved: S Ernst

Seconded: C Brooker

CARRIED

4. BUSINESS ARISING FROM PREVIOUS MINUTES

Nil

5. AGENDA ITEMS

WPMD.04.1 Financial Report

PURPOSE

The purpose of this report is to provide the committee with a financial overview of the business of White Park.

The Manager Finance gave an overview of the Financial report provided in the agenda. The budget was originally underestimated which shows that revenue is higher than budget, but so is expenditure. The maintenance costs seem to be the biggest contributor to higher than budget expenditure.

Julee Gilmore enquired if the committee could receive be a breakdown of costs that are incorporated in the Maintenance costs. These seem high and Julee advised the committee that it would be good to see what the main contributor is.

The Manager Finance advised that this will be provided at the next meeting.

This is Page 1 of 6 of Minutes of the **White Park Management & Development** Committee meeting of the Upper Hunter Shire Council held on 26 April 2023.

RECOMMENDATION TO COMMITTEE :

That the committee note the report.

Moved: J Gilmore

Seconded: C Brooker

CARRIED

ACTION FOR COMMITTEE: The Manager Finance to provide a breakdown of costs for the next meeting.

WPMD.04.2 White Park Masterplan

PURPOSE

The purpose of this report is to review the Masterplan of White Park.

The committee discussed at length the layout of the western side of the White Park Masterplan.

Jade Smith went through his list of requirements for the White Park Masterplan. He did emphasise the need for access to the western side for camping during his events due to the volume of people that compete and attend.

The representatives of each user group were able to voice their opinion on the proposed recommendation of the internal fencing which was not favourable. The committee discussed at length the various options for the usage of the western side of White Park and how all user groups could cohesively use the grounds without damaging them.

The committee advised that it would be a better idea to be onsite to measure the grounds and find out the requirements that all user groups would have for the use of those grounds. A meeting onsite would allow all users to physically see the space and take measurements.

Anto addressed the committee on behalf of the Scone Pony Club, Scone Dressage and Scone Jump Club. Anto advised the committee that these user groups are trying to restrict parking on their grounds due to the damage created from horses being tied up for days.

The committee discussed at length the requirement for their insurance purposes for having users of their club to use White Park without the club having an event. It was suggested that signage be installed to advise of the following agreed usage.

Usage	Permission
General access by persons for walking, jogging and exercising	Free access at all times
Access with horse as part of an existing group outside group activity times	Free access with group noting the usage times
Access with horse as part of commercial operation	Permitted with payment of annual fee and appropriate insurances
Access to undertake commercial activity such as a fitness class	Permitted with payment of annual fee and appropriate insurances

The committee agreed to the suggested usage and would work with Council in regards to the usage outside group activity times. The committee also discussed the requirement for all dogs to be on a leash when in White Park due to the risk between dogs running around and horse and rider. There will need to be a disclaimer put on the fence in regards to people accessing White Park.

RECOMMENDATION TO COMMITTEE :

That the committee

1. note the report
2. endorse the proposed usage regime; and
3. endorse the camping layout.

This is Page 2 of 6 of Minutes of the **White Park Management & Development** Committee meeting of the Upper Hunter Shire Council held on 26 April 2023.

Moved: J Smith **Seconded:** J Gilmore **CARRIED**

ACTION FOR COMMITTEE: Karen Lee to arrange a meeting invitation for an onsite meeting to discuss the western side of White Park Masterplan.

WPMD.04.3 Fees & Charges 2023/2024

PURPOSE

The purpose of this report is to provide the committee with an overview of the new fees and charges for 2023/2024.

RECOMMENDATION TO COMMITTEE :

That the committee note the report.

Moved: C Brooker **Seconded:** J Gilmore **CARRIED**

ACTION FOR COMMITTEE: Nil

WPMD.04.4 Capital Work Update

PURPOSE

The purpose of this report is to provide the Committee with an update on the project status of the White Park Capital Works.

Karen gave an overview of the progress of the Capital Works update. The committee discussed the use of the campdraft arena by the Pony Club, Jump Club and Dressage. Brett advised the committee that the installation of the rubber on the fence will need to be decided at the next meeting. Mick advised the committee that with some earthworks, the western side grounds could be improved dramatically which would not cost a lot of money. Improvement would include better drainage and surface preparation.

Brett gave an update on the cover over the campdraft arena which is currently in the design phase. The design will be finalised in a number of weeks and will be put out for tender.

RECOMMENDATION TO COMMITTEE :

That the committee note the report.

Moved: D Wicks **Seconded:** S Ernst **CARRIED**

6. ACTION SHEET

Item No	Action	Responsible Officer	Progress	Completion due by
2	Taps, lights, power – camping	Project Manager	Power supply upgrade tender opens soon with commencement of project in October through to April 2023. This does not include power for camping. Update – In progress	December 2023

This is Page 3 of 6 of Minutes of the **White Park Management & Development** Committee meeting of the Upper Hunter Shire Council held on 26 April 2023.

3	Cattle yards for Campdraft Arena	White Park Supervisor	Need to seek funding. Burns Welding and Fabrication rough quote of \$50-60k. Update – Funding received - Scheduled after the completion of the new roof.	
4	Event Signage at Bypass end of White Park	White Park Supervisor	Signage to be at event organisers cost with option to be added to the White Park Booking form. Notification to be given at least 3 weeks out to event. Update – Additional Funding required	
5	Signage through town for White Park location	White Park Supervisor	Installation figure and per annum costs. \$272 install \$78.50 p.a. x4 Locations to be determined. Update - Installed	
6	Investigate options for upgrade of stables	White Park Supervisor	Part of master plan. Ongoing	
7	Cost of priorities list	White Park Supervisor	Continuing. Ongoing	
8	Safe fence for Dressage Arena/Pony Club grounds	White Park Supervisor	Seek funding and quotes. Perimeter fence to be a priority over the safe fence around the Pony Club/Dressage arena as requested for the safety of young children in Pony Club and Show Jumping. Council would be liable for horses escaping the facility. It was suggested that a grid be installed instead of gates on the entry points to White Park. Some event organisers have to hire temporary fences for their events, therefore a new perimeter fence would save money and more events may be attracted to the facility. It was suggested after discussions that the internal, unsealed road should be moved towards the Golf Club fence line, which will allow more room for Western Side users and could act as a buffer zone for neighbouring properties. Update – The new boundary fence will improve security and safety and appease the surrounding neighbours.	
9	Option for safe pedestrian	J Smith	Phil Eveleigh drawing up options for access with two options.	

This is Page 4 of 6 of Minutes of the *White Park Management & Development* Committee meeting of the Upper Hunter Shire Council held on 26 April 2023.

	from one side of Undercover Arena to other on Western Side.		Two options for access from one side of Undercover Arena to the other being extend the stairs with a covered in walk way across or up and over near the exit signs. Phil is just needing clarification of the height to allow room for trucks/machinery. G McDonald suggested research be done on the standard height of a truck plus a little extra. The width of the walkway to remain slim to stop pedestrians from stopping. J Smith to continue liaising with Phil Eveleigh. Update - Ongoing	
10	Facebook Page for White Park to assist with advertising what is on at White Park	White Park Supervisor to ask Council's Communications Team.	Communications Team are in the final stages of Council's new website. If happy, we should hold off on this conversation and once new website is complete, we can raise the matter. Committee discussed that people whom wish to know what is happening at White Park will not want to see general Council posts on Facebook therefore its own page would be more appropriate. G. McDonald suggested that a member of Communications attend the next White Park Committee meeting to discuss options for this. Update – Progressing well.	
11	Clean up of flooring of Cattle Yards	White Park Supervisor	Added 13 July meeting Due to the current floor of the cattle yards, it was suggested that options be investigated to stop the creation of mud during events. Unfortunately, a tap was left on during the NSW Working Stock Dog Challenge, which resulted in the yards being extra wet, and muddy. Suggested to look into options for flooring whether that be gravel. Update – New gravel pad completed.	
12	Relocation of unsealed road through Hill St entry to closer to the Golf Club fence	White Park Supervisor	Added 13 July meeting Update – Dependent on Masterplan	

This is Page 5 of 6 of Minutes of the **White Park Management & Development** Committee meeting of the Upper Hunter Shire Council held on 26 April 2023.

13	New perimeter fence for White Park	White Park Supervisor	Added 13 July meeting. Suggested to use the company completing the Airport fencing for quote. Update – scheduled for installation within 4-6 weeks	
16	Masterplan	Karen	Committee to discuss White Park Masterplan. Update – to be discussed at meeting on 10 May.	

7. CORRESPONDENCE

Nil

8. GENERAL BUSINESS

The committee discussed the importance of getting the decision made on the plans for the western side of White Park. The committee agreed to meet onsite at White Park on Wednesday 10 May 2023.

9. NEXT MEETING

Onsite at White Park, Wednesday 10 May 2023.

The meeting was declared closed at 6.45pm



General Manager's Unit

CORP.05.5

SCONE & UPPER HUNTER REGIONAL SALEYARDS COMMITTEE

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Karen Lee - Senior Administration Officer - Business Services

RECOMMENDATION

That the Committee

1. adopt the minutes of the Scone & Upper Hunter Regional Saleyards meeting held on 11 May 2023; and
2. endorse the \$4 per head fee increase with the split of \$5.25 agent fee and \$17.25 vendor fee as per the 2023/2024 Fees & Charges.

BACKGROUND

The Scone & Upper Hunter Regional Saleyards Committee is an advisory committee of Council. The Committee comprises of three Councillors and representatives from cattle producers, Scone Associated Agents, Livestock Transport Carriers and Upper Hunter Local Land Services. The aim of the Committee is to make recommendations to Council on the management and performance of the Scone & Upper Hunter Regional Saleyards.

REPORT/PROPOSAL

The purpose of this report is to provide the Committee with details relating to the operational management of the Saleyards, including WHS, current projects, financial and performance management. Minutes for the last Committee meeting held on 11 May 2023 are attached to this report for review and adoption by Corporate Services Committee.

In this meeting the following key items were discussed:

SUHR.04.1 Saleyards Business Report

The Saleyards Coordinator provided the Committee with an update on WHS incidents and the Financial Report.

There were no reported incidents since the last meeting.

The Fees & Charges were discussed at length and various options raised for the fee increase. The committee were able to agree on the \$4 per head fee increase as proposed by Council with a slight amendment. The committee suggested that instead of there being one fee, they split the fee, that being \$5.25 agent fee and \$17.25 vendor fee.

Action Sheet

Action sheet was updated and tabled.



General Manager's Unit

Correspondence

Nil.

General Business

Cr James Burns thanked the Committee for working with Council in regards to finding a solution to the Fees & Charges for the 2023/2024 Delivery Plan & Operational Plan (DPOP).

ATTACHMENTS

- [1↓](#) Scone & Upper Hunter Regional Saleyards - 11 May 2023 - Minutes

MINUTES OF THE SCONE & UPPER HUNTER REGIONAL SALEYARDS MEETING - WEDNESDAY 11 MAY 2023 - 2.00pm



PRESENT: Cr Adam Williamson, Cr James Burns, Allan Watts, David Payne, Peter Sawyer, Ken Knight, Stuart Sheldrake, Warwick Clydesdale and Maddie Teague.

IN ATTENDANCE: Greg McDonald, Rag Upadhyaya, Brett Peel, and Karen Lee (minutes).

1. APOLOGIES

RECOMMENDATION TO COUNCIL :

That the apologies received from Cr Maurice Collison, Cr Allison McPhee, Dean Taylor, Tracey Swain and Matt Savins be accepted.

Moved: S Sheldrake

Seconded: A Watts

CARRIED

2. DISCLOSURE OF INTEREST

Nil

3. PREVIOUS MINUTES

RECOMMENDATION TO COUNCIL :

That the minutes of the Scone & Upper Hunter Regional Saleyards Meeting held on 19 January 2023, as circulated, be taken as read and confirmed as a correct record.

Moved: D Payne

Seconded: W Clydesdale

CARRIED

4. BUSINESS ARISING FROM PREVIOUS MINUTES

Brett Peel advised the committee that the ongoing issue of the Aerators in the dams has now been flagged by the EPA and will need to be rectified. This will mean that both dams will need to be cleaned out to prevent further waste reaching the Sewer Treatment Plan (STP). The estimated costs are between \$50k to \$60k. The other issue that will arise from this is the storage of the product that is removed from the dam. Quotes for the above work will need to be obtained and submitted.

Brett Peel also advised the committee that the Saleyards needs to buy a Tiller for the bobcat which will help aerate the ground in the yards that is currently compacted and hard to work with. The Tiller for the bobcat is estimated to cost approximately \$15k and will need to also be purchased in the near future.

Cr James Burns advised the committee that if we bought this attachment with the Brush, we could spread the cost over numerous Council businesses as it will serve multiple purposes.

Brett advised the committee that the timer for the lights in the saleyards has been installed which means that when the lights are switched on, they only stay on for two hours. The committee agreed that the last agent there of a night are to switch the lights off before they leave.

This is Page 1 of 3 of Minutes of the **Scone & Upper Hunter Regional Saleyards** Committee meeting of the Upper Hunter Shire Council held on 11 May 2023.

5. AGENDA ITEMS

SUHR5.04.1 Saleyards Business Report

PURPOSE

The purpose of this report is to provide the Committee with details relating to the operational management of the Saleyards, including WHS, current projects, financial and performance management.

The committee discussed at length the new fees and charges for the 2023/2024 Delivery Plan and Operational Plan (DPOP). Stuart Sheldrake advised that the overall increase in Fee and the elimination of several fees which will be combined to become one fee should be split between Vendor fees and Agent Fees. This should not be determined by the agents.

Allan Watts advised the committee that all costs are increasing and it is inevitable that these fees will also increase.

Council have calculated that the method of reducing the debt at the Saleyards is by increasing the fees by \$4 per head at a minimum. This increase does not make the saleyards profitable, but does begin to reduce the accumulated debt.

The committee discussed the various options that Council have including the previous offer to the Scone Associated Agents of taking over a lease of the facility which was rejected. The other options include the increase of fees or to lease to another business. This option is unfavourable to the agents and they advised Council that they would like some certainty that if they agreed to the \$4 increase per head, that all other options for the saleyards would be not considered in the next 12 months. Cr James Burns and Cr Adam Williamson both confirmed that that is a decision for Council and they would be unable to make that commitment in this meeting.

The committee discussed further the split for the increase being \$5.25 agent fee and \$17.25 vendor fee which is the total of \$22.50 per head. An increase of \$4 per head from the current year.

Greg McDonald advised the committee that if Council adopt the increase and commit to the agents continuing with the business at the saleyards, councillors will have a close eye on the throughput throughout the year to make sure that this option is sustainable.

RECOMMENDATION

That the Committee

1. receive the information and note the report; and
2. endorse the \$4 per head fee increase with the split of \$5.25 agent fee and \$17.25 vendor fee as per the 2023/2024 Fees & Charges.

6. ACTION SHEET

Brett Peel advised the committee that the action sheet does have a number of items on it that can be taken off due to completion. The pen latches will be completed in the coming days and the lights have been completed. The agents discussed the need for the back yards to be watered regularly moving forward as the dust in the part is hard to handle at times.

7. CORRESPONDENCE

Nil

This is Page 2 of 3 of Minutes of the *Scone & Upper Hunter Regional Saleyards* Committee meeting of the Upper Hunter Shire Council held on 11 May 2023.

8. GENERAL BUSINESS

Cr James Burns thanked the committee for working with Council during this process.

9. NEXT MEETING

The meeting was declared closed at 2.50pm.

This is Page 3 of 3 of Minutes of the **Score & Upper Hunter Regional Saleyards** Committee meeting of the Upper Hunter Shire Council held on 11 May 2023.

General Manager's Unit

CORP.05.6

PROPERTY UPDATE

RESPONSIBLE OFFICER: Greg McDonald - General Manager

AUTHOR: Karen Lee - Senior Administration Officer - Business Services

PURPOSE

The purpose of this report is to give an update on various property matters within Council.

RECOMMENDATION

That the Committee:

1. note the report and actions undertaken to date on the property strategy including:
 - (a) Calling Expressions of Interest for the development of Lot 35 DP 1184486 Perth Street, Aberdeen being a 27 lot development including an option for house and land development
 - (b) Calling Expressions of Interest for the development of Subdivision DP 262398 at Collins Street and Maher Close, Merriwa for a 18 lot subdivision including an option for house and land development
 - (c) Calling Expressions of Interest for the development of Lot 31 DP1194098 at 7 Surman Street for a housing / unit development.
2. Support the continued progress on the following intended Expressions of Interest in regard to properties being developed in the property strategy including:
 - (a) Calling Expressions of Interest for the development of Lot 1 & Lot 3 DP 212047 at 97 Hill Street for a housing / unit development subject to reclassification of the land.
 - (b) Commencing sales for Lot 12 DP 239406, 49 Stafford Street, Scone
 - (c) Commencing sales for Lot 12 DP 227553, 98 Hill Street subject to reclassification of the land.
3. Call Expressions of Interest for the development of Lot 42 DP 846091, for airpark development on the western end of Scone Memorial airport.
4. Remove all *Terms of easement, profit a ' prendre, restriction, or positive covenant numbered 5 in the plan for Subdivision Certificate No 121/03.*

BACKGROUND

Council has 28 properties that they manage which includes 20 commercial shops, 3 residential (units and houses) plus 5 vacant land parcels that are used for both commercial and private purposes.

Currently 27 of the 28 properties are tenanted or leased to third parties.

General Manager's Unit

REPORT/PROPOSAL

The below provides a summary of the current position of Council's property portfolio:

Rental Properties

Council has 27 leased properties that spread across the localities of Scone, Merriwa and Murrurundi. An overview of these are provided below.

Property Type	Total	Leased
Commercial	20	19
Residential	3	3
Vacant Land	5	5
Total	28	27

Property Strategy progress

Council resolved on 27 February to complete the following:

1. commence sales for Lot 12 DP 227553 and Lot 12 DP 239406;
2. commence Expressions Of Interest for:
 - a. Lot 1 & Lot 3 DP 212047;
 - b. Lot 35 DP 1184486;
 - c. Subdivision DP 262398;
 - d. Lot 31 DP1194098;
3. commence direct development of Lot 44 DP 846091; and
4. investigate any opportunity for State Government funding towards the development of these lots.

A brief overview of the progress of each resolution is provided in the table below.

Resolution / Date	Details	Address	Notes	Critical dates
CORP 2.10 - 1 – 17/2/23	Commence sales for Lot 12 DP 227553	98 Hill St Scone	Council advertised its intention to reclassify the land from Community to Operational in April 2023. No submissions were received. Council needs to now formally undertake the reclassification process which will require submitting a planning proposal and advertising its intention to reclassify including holding a community meeting for any concerned residents. This will be scheduled over coming months.	April 2023 – first advertising completed. No submissions. June 2023 – submit Planning Proposal.

General Manager's Unit

	Lot 12 DP 239406	49 Stafford St Score	Approaches will be made directly with adjoining landholder to gain interest before publically advertising for sale.	June 2023 advertising
CORP 2.10 – 2a – 17/2/23	Commence Expressions of Interest for Lot 1 & Lot 3 DP 212047	97 Hill St Score	Council advertised its intention to reclassify the land from Community to Operational in April 2023. No submissions were received. Council needs to now formally undertake the reclassification process which will require submitting a planning proposal and advertising its intention to reclassify including holding a community meeting for any concerned residents. This will be scheduled over coming months.	April 2023 – first advertising completed. No submissions. June 2023 – submit Planning Proposal.
CORP 2.10 – 2b – 17/2/23	Lot 35 DP 1184486	Aberdeen Heights Subdivision	Consultant has completed EOIs for these sites. EOIs will be released progressively over following weeks.	15/05/2023 - 02/06/2023
CORP 2.10 – 2c – 17/2/23	Subdivision DP 262398	Merriwa Subdivision		15/05/2023 – 02/06/2023
CORP 2.10 – 2d – 17/2/23	Lot 31 DP1194098	7 Surman St Score		29/05/2023-16/06/2023
CORP 2.10 - 3 – 17/2/23	Lot 44 DP 846091	Bunnan Rd. Score		Waiting on approval to remove NDB towers.
CORP 2.10 - 4 – 17/2/23	Investigate State Government Funding towards the development of these lots	Property Strategy	There is no state government funding presently available for land development.	Completed
CORP 2.7 – 1 - 17/2/23	That the council investigate the validity of creating plans for residential strata titles within the	Campbell's Corner	Initial investigations indicate that turning this area from commercial to residential may have significant costs as	

General Manager's Unit

	upstairs region of Campbell's Corner, with the intent of offering for sale concepts of both residential and short-term lease accommodation		the fire rating for residential development is much higher and this may be a limiting factor in developing this area for residential purposes.	
CORP 2.7 – 2 - 17/2/23	Funding for the drawing up of plans be investigated within current Campbell's Corner funding arrangements or alternative means such as the NSW Regional Housing Strategic Planning Fund	Campbell's Corner	No action until part 1 above is resolved	
CORP 2.7 – 3 - 17/2/23	Floor plans be drawn up and discussed with councillors	Campbell's Corner	No action until part 1 above is resolved	
CORP 2.7 – 4 - 17/2/23	That Council approach local Upper Hunter real estate agencies with before mentioned concept with the intent of going to the market	Campbell's Corner	No action until part 1 above is resolved	

Council resolved at the March 2023 Council meeting to commence public exhibition of the reclassification of land for 97 and 98 Hill St in Scone being Lots 1 and 3 DP 212047 and Lot 12 DP 227553 from Community Land to Operational Land. The Public Exhibition closed on 3 May 2023 with no submissions being made. Council needs to formally submit a planning proposal for the reclassification of these lots and will do this as the next step. Opportunities for the community to be consulted in meetings needs to be addressed as part of this process.

Each of the EOs prepared is attached for reference.

Lot 42 DP 846091 Bunnan Road airpark development

Lot 42 at Bunnan Road is located at the western end of the Scone Memorial Airport site and was discussed at the airport user group meeting on the 19 April 2023. It is a 6.6 Ha lot shown in figure 1. During that meeting the users felt that there was sufficient demand for more airpark development to warrant this site being developed.

General Manager's Unit

Council's LEP allows for this area to be developed into an airpark under similar arrangements to the land east of the terminal, allowing residential development to occur with hangars and direct access to the airport. The present site is constrained by topography (there are mounds created to shield from the engine testing location) and there is a weather station that would need to be relocated. With Council's concurrence it is proposed that an EOI also be sent out for this site.



Fig 1 – Lot 42 Bunnan Road

Scone Memorial Airport land sales

In addition to the above, Council have been approached in regards to Lot 52, 53 and 2 DP 1081052, Walter Pye Ave Scone. These lots are the last ones left that were subdivided in 2003 with Subdivision Certificate No DA 121/03. The Covenants on the land are outdated and are not in alignment with the future use and development of the Airport. These Covenants are already covered in the Upper Hunter Shire Council Development Control Plan (DCP) for Scone Memorial Airport. The Covenants are listed below and are recommended for complete removal.

Part 2

Terms of easement, profit a' prendre, restriction, or positive covenant numbered 5 in the plan.

- (a) no building shall be erected upon the subject land except such as is constructed in accordance with the cluster concept described in the Scone Aviation Cluster Park Business Plan;

General Manager's Unit

- (b) no building shall be erected except such as sited, orientated and constructed as approved by upper Hunter Shire Council;
- (c) no building shall be erected with dimensions exceeding 15.0m x 12.0m;
- (d) no building shall be constructed upon the subject land from second hand materials or from materials that do not comply with the requirements of Australian Standard AS2021 in relation to the construction of buildings on or near aerodromes;
- (e) no building shall be erected upon the subject land except such as are constructed using pre-coloured steel or aluminium sheeting approved by Upper Hunter Shire Council;
- (f) no hangar shall be erected upon the subject land unless any hangar doors (and supporting structures) forming part of such hangar are constructed in accordance with the design specification of a qualified structural engineer;
- (g) no relocatable building, caravan, tent or temporary dwelling shall be erected upon the subject land without the prior approval of Upper Hunter Shire Council;
- (h) no building or part of a building shall be used as a permanent dwelling. No building or part of a building shall be used as a temporary dwelling without prior approval of Upper Hunter Shire Council;

CONSULTATION

- Council
- General Manager
- Acting Director Corporate and Community Services
- Senior Business Services Administrator

STRATEGIC LINKS

a. Community Strategic Plan 2032

This report links to the Community Strategic Plan 2032 as follows:

Thriving Economy

Strengthening our vibrant industries and economy while seizing emerging opportunities.

- 3.3 Provide attractive and functional town centres and support revitalization of the towns and villages including investment in built heritage and improvement of existing buildings.

b. Delivery Program

- Cost effective development and sale of residential land

c. Other Plans

NIL

IMPLICATIONS

a. Policy and Procedural Implications

NIL

General Manager's Unit

b. Financial Implications

As noted in the body of the report.

c. Legislative Implications

NIL

d. Risk Implications

Financial risk of holding and /or developing properties with loan funding.

e. Sustainability Implications

NIL

f. Other Implications

NIL

CONCLUSION

Council has a property portfolio consisting of residential, commercial and vacant land. The property strategy to dispose of some land and redevelop other sites is progressing while continuing to maintain the base level of 28 properties for lease. Progress updates on the land being developed is provided in the report.

ATTACHMENTS

- 1 [↓](#) EOI 0001_Lot 42_DP846091
- 2 [↓](#) EOI 0002_Lot44_DP846091
- 3 [↓](#) EOI 0003_Lot 35_DP1184486
- 4 [↓](#) EOI 0004_7_SurmanStreet
- 5 [↓](#) EOI 0005_Lot1&3_Hill_Street



REQUEST FOR
EXPRESSIONS OF INTEREST

EOI Number 0001

**FORMATION OF A JOINT VENTURE WITH UPPER
HUNTER SHIRE COUNCIL TO DEVELOP LAND LOT 42
DP 846091 BUNNAN RD, SCONE**

Development of Residential Airpark

DISCLAIMER

Each respondent, by lodging an Expression of Interest in response to this document, will be deemed to acknowledge and accept that in respect of the information set out in this Request for Expressions of Interest and any other information ("the Information") provided at any time to the Respondent by the Upper Hunter Shire Council (Council):

- a) it is aware that the Information is not guaranteed with respect to accuracy or completeness and that Council accepts no responsibility for the Information, or any interpretation or reliance placed on the Information.
- b) it is aware that neither the Upper Hunter Shire Council nor any of its employees, officers or agents is liable for loss of any kind including damages, costs, interests, loss of profits or special loss or damage arising from any inaccuracy or incompleteness in the Information.
- c) it has made its own independent evaluation of the suitability of the Information for the purpose of submitting its Expression of Interest prior to using the Information; and
- d) no representation or warranty (express or implied) has been made by the Upper Hunter Shire Council (or anyone on its behalf) to the respondent that:
 - a. the information is suitable for the purpose of submitting its Expression of Interest; or reasonable care has been taken in preparing the Information.

Respondents must carefully and thoroughly consider and check the Information and are requested to notify Council in writing of any errors, ambiguities, discrepancies, inconsistencies, or omissions in the Information.

Council shall not be liable for any such error, ambiguity, discrepancy, inconsistency, or omission.

Key Dates:

EOI to Market (Tenderlink)	29/05/2023
Question Period Closes	16/06/2023 4:00 pm
Submissions Due	23/06/2023 4:00 pm

See paragraph 9 re late submissions

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REQUEST FOR EXPRESSIONS OF INTEREST

Expressions of interest are invited from suitably experienced and financially sound companies or consortia to enter into a joint venture with the Upper Hunter Shire Council (Council) to undertake all work necessary to convert approximately 6.5 hectares of undeveloped land in the boundaries of Scone Memorial Airport into fully serviced residential airpark allotments for sale on a commercial basis.

This Expression of Interest is numbered 0001.

Enquiries regarding this invitation should be directed to:

Mr. Wayne Phelps
Finance Manager
Upper Hunter Shire Council
Ph: 02 6540 1160
Fax: 02 6545 2671
Mob: 0417 366 615
Email: waynephelps@upperhuntershire.gov.au

NOTE: further detailed information regarding profit share, planning documents, etc will be provided at the Tender Phase.

This Eol closes at **4:00pm on 23 June 2023**. Completed EOI's shall be submitted via [Tenderlink](#) and two (2) hard copies are to be submitted to:

Upper Hunter Shire Council
135 Liverpool Street
Scone NSW 2337

Eol documents should be marked:

Expression of Interest Number 0001: Scone Airport
Att: Wayne Phelps

marked **CONFIDENTIAL**

1 Background

Council owns and operates Scone Memorial Airport. The airport comprises multiple parcels of land which are used for commercial purposes (landside) related to airport operations and other commercial activities. Council owns the parcel of land at Lot 42 DP 846091 having an area of 6.657 Hectares. This property is located on Bunnan Road.

The airport was constructed in 1958 and acts as the base of operations for a number of commercial airlines, Scone aero club, Hunter Warbirds and multiple owners and operators of light aircraft. There are approximately 6,000 aircraft movements per year which are projected to significantly increase in line with the economic progress in the Shire.

Council seeks to capitalise on this growth in the sector by catering to private aircraft operators who want the highest level of convenience by offering direct access from home to hanger to runway, all within a modern estate layout catering to high end residential properties.

Note: The subject property has not been subdivided.

Council is seeking to engage with qualified respondents in a Joint Venture to develop the site in accordance with Paragraph 2, "Scope of Work". The first, and most critical step in the process is to ascertain market interest in joint venturing with Council in such development.

Council is seeking to limit both the calendar time and the resources expended in reaching a decision and

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selecting a JV partner. Upon short listing of capable respondents, it is intended to request formal proposals via a closed tender process from three respondents who Council have adjudged have the capability of performing the development task with comparatively least risk. The shortlisting process will be based on comparative evaluation of responses against the criteria in Paragraph 8.

2 General Scope of Work

The land owned by Council is located on the eastern fringe of Scone Township, approximately 2 kms from the center of the CBD and close to major rail and road distribution lines. The land is not presently the subject of a subdivision application. Respondents will need to determine optimal sizing of development to provide the highest and best use of the property (also refer Paragraph 4 "Financial Objectives").

The property is current zoned **SP1**. Rezoning will be required for this development. Respondents to confirm with Council.

Respondents must be able to provide full subdivision design documentation.

Respondents must show that they are familiar with the concept of Airparks and can provide relevant infrastructure, including but not limited to services such stormwater, water, sewerage, electric; civil works such as kerb and guttering, paving, reinforced grass turf (taxiways) and lighting. All Works are subject to Council Approvals

Commencement timing of the joint venture arrangement and its development work cannot yet be determined,

3 Project Objective

Council has two basic project objectives:

1. to develop the property in a way that optimises value for money consistent with ecologically sustainable development and community safety, and with densities acceptable to Council's Planning requirements; and
2. to enable the growth of properties for residential development stock in the Shire to assist with NSW Government's and the Council's housing targets.

4 Financial Objectives

Council's financial objective is to engage with the successful respondent on a Profit-Share basis, driven by a value capture model on the unearned incremental component of the land value increase, derived through a residual land value analysis performed by a valuer agreed to by both parties.

For clarities sake, profit sharing will only apply to the subdivided lots and not to building improvements on said lots.

Council, on behalf of the community will seek a profit-share for 50% less any additional costs (including Section 94 Contributions) the developer may incur realising the increased value. Note: additional costs are NOT included the developer's cost of performing actual subdivision works (ie Civil works, etc).

5 Purpose of this Document

The purpose of this Eoi request is to:

- a) formally advise the market of the project and the outcome(s) that Council seeks to have delivered.
- b) communicate to the market the evaluation criteria and procedures that will be followed to derive a shortlist of (Respondents) who might then be invited to submit a proposal via closed tender for a joint venture; and

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- c) confirm the level of market interest in the project and obtain expressions of interest in the project from the Respondents so that a short list of capable entities can be compiled for the next stage.

Note: Capable respondents will be notified of future joint venture development projects in the Shire.

6 Rights of Council

Council reserves the right, in its sole discretion, at any time to:

- a) vary the scope of the project.
- b) alter or amend this Eol request and/or the process outlined in it upon giving recipients of the request reasonable written notice of such alteration or amendment.
- c) suspend or terminate this Eol request or the process outlined in it.
- d) accept or reject any late response received.
- e) accept or reject any response whether or not it complies with this Eol request.
- f) require additional information or clarification from any Respondent or anyone else or provide additional information or clarification.
- g) call for new expressions of interest.

7 Intellectual Property

Such intellectual property rights as may exist in a response will remain the property of the Respondent.

The Respondent licenses the Council, its officers, employees, agents, and advisers to copy, adapt, modify, disclose, or do anything else necessary (in the Authority's sole discretion) to all material (including that which contains intellectual property rights of the Respondent or any other person) contained in the response for:

- a) evaluating/clarifying the response.
- b) evaluating any subsequent proposal.
- c) negotiating any resultant agreement with the Respondent; and
- d) anything else related to this Eol request process, including for audit purposes or reporting purposes.

8 Evaluation Criteria

Responses to this invitation should specifically address all of the following criteria, against which responses will be evaluated, including by independent consultants employed by Council:

1. **Experience:** *the extent to which a Respondent can demonstrate that it is an established and stable business with relevant experience in successfully completing large development projects including airparks, including profitable sales of completed lots:*
2. **Innovation and partnering:** *the extent to which a Respondent can demonstrate its capacity for development innovation and originality, and its understanding of, and affinity for, operating transparently and effectively as a member of a joint venture or similar partnering arrangement.*
3. **Personnel:** *the extent to which a Respondent can demonstrate that its management team and employees have the necessary competencies, experience, continuity, and flexibility to undertake significant development projects.*
4. **Financial strength:** *the extent to which a Respondent can demonstrate that its financial*

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strength, capital commitments, borrowing arrangements, profitability and contingency funding arrangements are adequate to finance the capital contribution and operational funding requirements of the proposed joint venture.

Details of the information required against each criterion from the Respondents in order to evaluate their claims is contained in **Appendix C**.

Respondents who do not provide all requested information may be considered non-conforming and their response rejected.

Council may obtain independent reports of a Respondent's financial and legal standing and use the results of those enquiries in the evaluation process. Council undertakes to treat such reports with the same degree of security as afforded to the information and documents tendered in response to this EoI request.

9 How to Respond to this EoI

Respondents who are interested in joining Council in this joint venture are required to complete fully and return the Response Form and Declaration at Appendix B and provide all the information listed in Appendix C.

Lodgment of responses to this EoI will be evidence of the Respondent's agreement to comply, with the Terms and Conditions imposed by Council (refer Appendix D).

Responses are to be lodged on [Tenderlink](#) or in Council's Tender Box located at 135 Liverpool Street, Scone NSW 2337. The closing time for lodgment of responses is **4 pm AEST on 23 June 2023**

Responses not lodged in the above tender box or with [Tenderlink](#) by the Closing Time may not be accepted. A late response will only be admitted to the evaluation process at the absolute discretion of Council. Council may consider factors such as, without limitation:

- a) whether the late response is likely to have given the Respondent an opportunity to obtain some unfair advantage from late submission.
- b) how late the response is, the reasons for the lateness and any evidence available to support the reasons.
- c) whether the response was mishandled by Council, an official postal service, or a reputable delivery service; and
- d) any evidence of unfair or improper practices by the Respondent.

10 Addenda to EoI

Council reserves the right to issue addenda to this EoI at any time.

The issue of addenda will be published in the same way as this EoI was published.

Any addenda that are issued will form part of this EoI.

11 Note to Respondents

In responding to this invitation, the Respondent is deemed to have accepted all of the conditions set out herein.

- a) Council owns and may retain possession of all documents submitted in response to the Request for Expression of Interest.
- b) Council reserves the right to seek clarification in relation to any ambiguity and uncertainty from all

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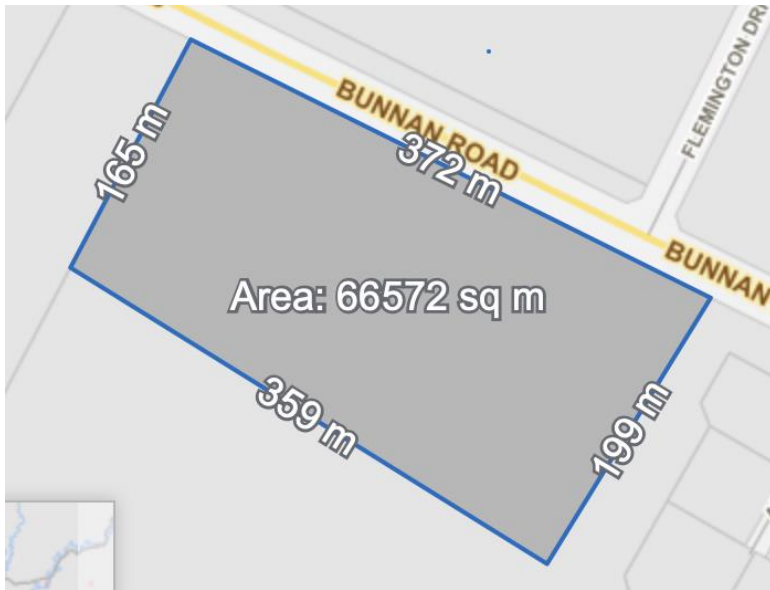
or any of the Respondents in relation to their responses.

- c) Council reserves the right to circulate questions and the answers thereto to all other Respondents without disclosing the sources of the questions or revealing the substance of the proposed expression of interest.
- d) Subject to the above, all information submitted by a Respondent will be treated as confidential to the Upper Hunter Shire Council and its consultants.
- e) In no circumstances will Council be liable for any cost, expense, loss, claim, or damage arising out of a Respondent's participation in this Eoi process, or any subsequent request for tender or proposal.
- f) The issue of this Eoi or the submission of a response does not give rise to any commitment or legal relationship between Council and a Respondent.

From the expressions of interest received, it is intended that a short list of potential joint venture participants will be selected to receive an invitation to submit a proposal, and that selection decision is at the absolute discretion of Council.

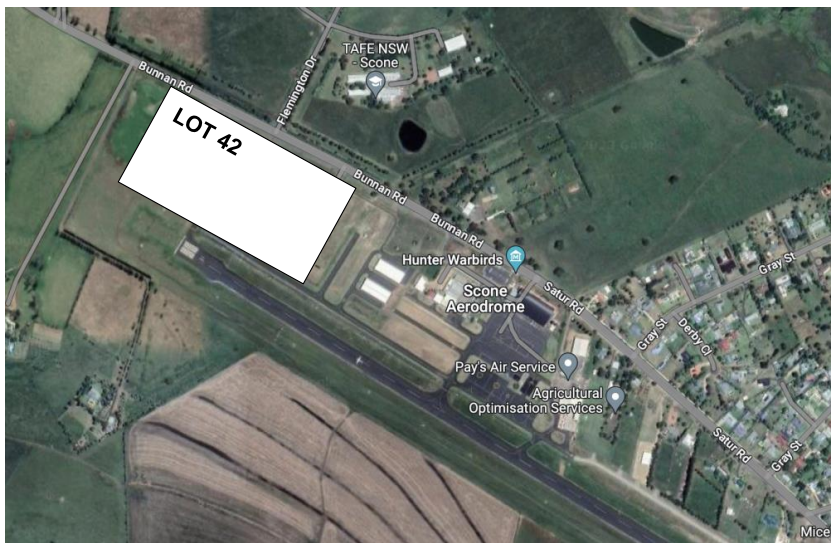
Respondents will be notified of the outcome of the expression of interest process as soon as practicable after evaluation is complete.

APPENDIX A: LOCATION OF PROPERTY AND DETAILS



Lot 42 DP 846091 Bunnan Road, Scone

Figure 1: Subject Lot Details and Plan



Locality Plan

Figure 2: Locality Plan

APPENDIX B: RESPONSE FORM AND DECLARATION

Respondent's Name:	
Australian Business Number (A.B.N.)	DUNS Number:
Date when Business Commenced Operation:	
Business Address/Addresses: _____ _____	
Postal Address: _____ _____	
Telephone Number(s):	
Facsimile Number:	e-mail address:

DECLARATION BY RESPONDENT

<p>I have noted and accept all the conditions contained in this Request for Expressions of Interest including the Disclaimer concerning the Information therein.</p> <p>I am interested in joining in a joint venture with the Upper Hunter Shire Council to develop the subject property. I declare that the particulars shown herein are true and correct in every detail and all required information has been supplied.</p>
<p>Date: _____</p> <p>Signed for the Respondent by: _____</p> <p>In the Officer Bearer capacity of: _____</p> <p>Name (IN BLOCK LETTERS): _____</p>
<p>CONTACT DETAILS</p> <p>Contact for Further Information: (Name, Position, Phone and Fax numbers (including Mobile), and e- mail address)</p>

APPENDIX C: EVALUTION CRITERION AND WEIGHTINGS

EVALUATION CRITERION	INFORMATION REQUIRED FROM RESPONDENTS	WEIGHTING
<u>Compliance</u>	<p>Respondents are required to complete all information in Appendix B pertaining to company/ corporate information.</p> <p>Respondents are to complete and sign the Declaration Statement in Appendix B</p>	5%
<u>Experience</u> The extent to which a respondent can demonstrate that it is an established and stable business with relevant experience in successfully completing large development projects, including profitable sales of completed lots.	<p>Respondents are required to provide evidence of their legal identity either by providing a copy of an official document such as company registration and names of office bearers issued by the Australian Securities and Investments Commission or a statement confirming the legal identity signed by a practicing solicitor. Council does not contract with entities such as a business name, trust, or firm trading under a trust arrangement.</p> <p>Respondents are to provide details of at least similar sized residential development projects completed within the last five years, including identification and explanation of variations between the estimated and completed project cost and any added value for money achieved on those projects.</p> <p>Respondents should provide material demonstrating their sensitivity to environmental issues and heritage preservation (where necessary); their ability and experience in coordinating planning teams involving a range of professionals; and their aptitude in forming effective working relationships with local planning authorities and statutory bodies and approving authorities.</p> <p>Respondents are to nominate and provide contact details for at least three high level (senior management) referees who can verify or provide information from a client perspective regarding previous experience with the respondent's development work as to co-operation, quality, and overall performance including timely completion.</p> <p>Respondents should advise Council of any industry or professional association awards that support their claims to excellence.</p>	20%

<p><u>Innovation and Partnering</u></p> <p>The extent to which a respondent can demonstrate its innovative capacity for development innovation and originality, and its understanding of, and affinity for, operating transparently and effectively as a member of a joint venture or similar partnering arrangement.</p>	<p>Respondents should provide a list of all Directors, Partners, and Senior Executives, show their relevant experience and ownership interest, and indicate any relevant cross-directorships that could potentially either support or be in conflict with a joint venture relationship with Council. Respondents should also provide a list of former directors/executives who have left in the past 12 months and their reasons for leaving.</p> <p>Respondents should provide details of their governance arrangements and risk management policies, including details of current and relevant insurance coverage. Policy details should include the type of policy, the name of the insurer, the amount of cover and the expiry date as a minimum.</p> <p>Respondents should provide examples (and referee details) of working in a non-adversarial and collaborative manner in a “partnering” arrangement and indicate whether their financial systems would be appropriate for an “open book” approach, noting that the availability of information to Parliament, taxpayers, and other stakeholders on the use of government resources must be maintained by and in respect to any joint venture established.</p> <p>Respondents should also provide:</p> <ul style="list-style-type: none"> • evidence of organisational commitment to innovation, including at least three examples of (relevant) process improvement introduced over the past three years; and • a very broad outline approach Scone Airport Airpark development, describing innovative elements that might be applied not only to development but also to relationships with Council. 	<p>20%</p>
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EVALUATION CRITERION	INFORMATION REQUIRED FROM RESPONDENTS	WEIGHTING
<p><u>Personnel</u></p> <p>The extent to which a respondent can demonstrate that its management team and employees have the necessary competencies, experience, continuity, and flexibility to undertake significant development projects.</p>	<p>Respondents should provide an organisational chart of management structure showing lines of responsibility.</p> <p>The qualifications and accomplishments of the Respondent's senior management should be noted along with a brief description of their career paths both inside and outside the company.</p> <p>Respondents should list senior staff prospectively to be involved in the joint venture, showing their qualifications and experience, including any membership of relevant professional associations, and providing details of current and anticipated project commitments.</p>	<p>5%</p>
<p><u>Financial Strength</u></p> <p>The extent to which a respondent can demonstrate that its financial strength, capital commitments, borrowing arrangements, profitability and contingency funding arrangements are adequate to finance the capital contribution and operational funding requirements of the proposed joint venture.</p>	<p>Respondents are required to submit Financial Statements (Profit & Loss Statement and Balance Sheet) plus audit reports (if audited) for the last three financial years - including notes to the financial accounts and revenue projections - for a formal financial assessment, which may be carried out by independent consultants employed by Council.</p> <p>The financial information provided is to be in respect of the legal entity that is the respondent, but corporate relationships that may be relevant should be stated. When the respondent is a subsidiary, the information provided is to be in respect of the Subsidiary and not its Holding Company.</p> <p>Respondents must identify the nature and potential impact on its future operations of any significant current litigation that it is involved in, including investigation of possible fraud.</p>	<p>50%</p>

APPENDIX D: TERMS AND CONDITIONS OF ENGAGEMENT

1. INTERPRETATION

1.1 In these Terms of Engagement for Consultants (**Conditions**) unless the context otherwise requires:

“**Agreement**” (or “**Contract**”) means the written agreement between the Principal and the Service Provider, dated, together with the documents referred there to in;

“**Contract Sum**” (or “**Service Fee**”) means the lump sum in Australian Dollars set out or calculated in accordance with service rates or expenses stated in the Contract Schedule - ‘Schedule – Tender Price’ ;

“**Contract Term**” means the initial term of the Agreement and any period for which the operation of the Agreement is extended;

“**Day**” means business day, that is not Saturday or Sunday or public holiday for the Principal’s employees;

“**Information**” means all information, including documents or data however held, stored, or recorded, drawings, plans, specifications, calculations, reports, models, concepts, source codes, files, computerised data, or photographic recordings, audio- or audio-visual recordings;

“**Intellectual Property**” includes all proprietary rights in relation to Information including copyright and neighbouring rights and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

“**Moral Rights**” means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, in the Agreement.

“**Principal**” means the Council;

“**Principal’s Representative**” means the person appointed by the Principal for the management of the Agreement;

“**Service**” means the obligations to be performed by the Service Provider in accordance with the Agreement and includes, but is not limited to, the provision of professional services, the supply of any materials related to these services and all other things required to be carried out by the Agreement;

“**Service Provider**” (or “**Consultant**”) means the person bound to carry out and complete the Service and includes his executors, administrators, successors and permitted assigns of that party;

1.2 In these Conditions and any Agreement, unless a contrary intention appears, a reference to:

- (a) a person includes an individual, a corporation, partnership, joint venture, governments, local government authorities and agencies;
- (b) a Special Condition of Contract, Schedule or Annexure is a reference to a Special Condition of Contract, Schedule, or Annexure to the Contract and each of them forms part of the Agreement;

(c) a party to the Agreement includes the executors, administrators, successors and permitted assigns of that party.

1.3 In these Conditions clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.4 If a party to the Agreement consists of more than one person, those persons shall be bound jointly and severally.

1.5 Except as provided at law or elsewhere in the Agreement, none of the terms of the Agreement shall be varied, waived, discharged, or released except with the prior written consent of the Principal.

2. GOVERNING LAW

The Agreement shall be subject to and construed in accordance with the laws, Acts and other prescribed rules applying in the State of New South Wales.

3. STATUTORY & OTHER REQUIREMENTS

The Service Provider must comply with the requirements of all legislation of the Parliament of New South Wales and the Parliament of the Commonwealth of Australia, all relevant Australian Standards and with the lawful requirements of public and other authorities in any way affecting or applicable to the performance of its obligations.

4. PRINCIPAL’S OBLIGATIONS

The Principal, through the Principal’s Representative must give to the Service Provider timely directions, instructions, decisions and information including any approvals the Principal is required to obtain. These directions, instructions, decision, and information must be confirmed in writing.

5. RELATIONSHIP WITH PRINCIPAL

The Service Provider must not act outside the scope of the authority conferred on it by this Agreement.

The Service Provider must take upon itself the whole risk of performing its obligations under the Agreement. The Service Provider must also comply with every and all reasonable and lawful direction of the Principal’s Representative.

The Service Provider must use all reasonable efforts to inform itself of the requirements of the Principal and must regularly liaise with the Principal’s Representative on progress and outcomes during the term of the Agreement.

The Service Provider shall have the status of an independent contractor and is not an employee of the Principal. The Service Provider shall not be entitled to any benefits that might apply to an employee of the Principal and shall be responsible for any legal entitlements relating to worker’s compensation, payroll tax and superannuation.

6. DIRECTIONS & VARIATIONS

Unless otherwise provided, any notice to be given may be given by hand, facsimile, e-mail, or by pre-paid post addressed to the Principal or Service Provider at its stated address.

The Principal may, by written notice, direct the Service Provider to vary the Service. Any variation in the fee payable to the Service Provider as a consequence of a direction issued under this Clause shall be agreed between the Principal and the Service Provider.

Unless otherwise agreed, the value of a variation shall be determined using the service rates and expenses which form the basis of the Contract Sum. If the Contract Sum is a lump sum, then reasonable rates and expenses shall apply.

7. DISCREPANCIES IN INFORMATION

The Service Provider must as soon as practicable give written notice to the Principal's Representative if information and particulars made available to it are inadequate or contain errors.

8. SUB-CONTRACTING OR ASSIGNMENT

The Service Provider must not without the prior written approval of the Principal's Representative subcontract or assign any performance of rights or obligations under the Agreement. In giving approval the Principal may impose such terms and conditions as deemed necessary.

9. CONFLICT OF INTEREST

The Service Provider warrants that it does not hold any office or possess any property, is not engaged in any business, trade or calling and does not have any obligations by virtue of any contract or any family relationship whereby, directly, or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this Agreement.

The Service Provider must inform the Principal of any matter which may give rise to an actual or potential conflict of interest at any time during the term or the duration and any extension beyond the term of the Agreement and the Principal may regard a conflict of interest as a breach of a fundamental term of the Agreement and may elect to terminate the Agreement.

10. STANDARD OF CARE

The Service Provider must perform all its obligations required by the Agreement in a diligent manner and to the standard of skill and care expected of a competent Service Provider.

The Principal reserves the right to qualify or not accept any conclusions or recommendations made by the Service Provider under this Agreement.

11. PERSONNEL

The Service Provider warrants that all personnel engaged by it are appropriately qualified, competent, and experienced in the provision of the type of activities connected with the Agreement.

The Service Provider shall reasonably ensure that the personnel nominated in 'Schedule – Management & Staff Resources' are engaged throughout the entire period of the Agreement.

The Principal may direct the Service Provider to immediately and permanently remove from any activity connected with the Agreement any person who in the opinion of the Principal's Representative is incompetent, negligent, or otherwise unacceptable.

12. REPORTS & INFORMATION

The Service Provider must provide the Principal's Representative with written reports or information on any aspects of the Agreement when requested.

Any Information that is produced or reproduced in an electronic format, the consultant must deliver it to the Principal in a format approved by the Principal.

13. DELAYS & EXTENSION OF TIME

The Service Provider shall proceed with the work under the Agreement with due expedition and without delay. When it becomes evident to a party that anything, including an act or omission by another party, may delay carrying out the Service, that party shall notify the other party as soon as practical in writing with details of the possible delay and the cause.

If the Service Provider is or will be delayed in carrying out the Service by a cause beyond the reasonable control of the Service Provider, the time for carrying out the Service shall be extended by the extent of the delay.

The Principal may, at any time, by written notice to the Service Provider extend the time for carrying out the Service for any reason.

Nothing in this Clause shall:

- (a) oblige the Principal to pay extra costs for delay or disruption which have already been included in the value of a variation or any other payment under the Agreement; or
- (b) limit the Principal's liability for damages for breach of the Agreement.

14. PAYMENT

14.1 Costs, Fees, and Expenses

The Contract Sum (or Service Fee) is inclusive of all expenses of the Service Provider, including fees, disbursements, provisional sums, and taxes, all of which shall be paid by the Service Provider. Unless otherwise provided, no payment will be made for travelling in relation to the Service.

Fees and expenses shall not be subject to price variation (rise & fall) unless otherwise provided in the Agreement.

14.2 Claims for Payment

The Service Provider must provide the Principal's Representative with a payment claim in the form of a valid tax invoice or adjustment note, in respect of the Service performed and accepted.

If the Service Provider fails to provide an ABN on any tax invoice or adjustment note, the Principal may be required to withhold from the payment an amount of tax calculated in accordance with the relevant taxation act or regulation.

14.3 Time for Payment

The Principal shall pay to the Service Provider the invoiced amount within 25 Days of the receipt of a payment claim if the claim is certified by the Principal's Representative as being correct.

14.4 Disputed Claims

If the Principal's Representative disputes the payment claim amount, the amount the Principal's Representative believes is due for payment shall be paid by the Principal and the liability for payment of the balance of the amount shall be determined in accordance with the provisions of the Agreement.

14.5 Payments on Account

Any payment is not evidence of any value or an admission of liability or that the Service is satisfactory but is a payment on account only; nor shall it amount to a waiver of any right or action, which the Principal may have at any time against the Service Provider.

15. TERMINATION

15.1 Termination by the Principal – Default of the Service Provider

Without prejudice to any other rights, the Principal reserves the right to terminate the Agreement.

- (a) if the Service Provider commits a substantial breach of the Agreement, including:
 - (i) failure to carry out the Agreement at all, or within the time specified, or at a reasonable quality.
 - (ii) failure to carry out a reasonable direction of the Principal's Representative
- (b) if the Service Provider becomes bankrupt or makes any arrangements with its creditors or being a Company, which goes into liquidation or has a receiver or administrator appointed.

The Principal's Representative must in writing specify the breach and ask the Service Provider to give reasons why the Principal should not take further action. The Service Provider must respond within 5 Days of receiving the notice and if it fails to respond, the Principal's Representative may immediately refuse acceptance of the Service, decline to accept any further Service, take over the uncompleted Service, suspend payments due and have the Agreement completed by others; or immediately terminate the Agreement in writing by itself or through the Principal's Representative

Termination by the Principal will not release the Service Provider from liability in respect of any obligation relating to this Agreement. Any shortfall in costs whatsoever shall be a debt due from the Service Provider to the Principal.

15.2 Termination – Frustration, Convenience

The Agreement may be terminated at any time by mutual agreement or if, under the law governing the Agreement, the Agreement is frustrated. Furthermore, the Principal may, for its convenience and without the need to give reasons, also terminate the Agreement at any time. In whichever case, the Principal must give a written notice to the Service Provider. The Service Provider must, on receipt of such notice, immediately cease all activities under the Agreement and take all appropriate action to mitigate any loss or prevent further costs being incurred. The Principal must pay the reasonable fees and expenses of the Service Provider for the extent of the Service performed based upon agreed service rates to the earlier of:

- (a) the date of cessation; or
- (b) the date that the Service Provider was required to cease work.

In no circumstances must the Contract Sum payable for the terminated Service include any loss of prospective profits or exceed the Contract Sum that would have been paid had the Agreement been completed.

15.3 Termination by the Service Provider

If the Principal fails to:

- (a) pay the Service Provider in accordance with this Agreement; or
- (b) issue instructions required.

The Service Provider must in writing specify the breach and ask the Principal to give reasons why the Service Provider should not take further action. The Principal must respond within 5 Days of receiving the notice and if it fails to respond the Service Provider may terminate the Agreement.

16. CONFIDENTIALITY & PRIVACY

The Service Provider its employees, agents, directors, partners, shareholders, or Property Development Partners must not disclose to any third party, any Information including by way of media interviews or releases relating to the Principal or the affairs of others which may have come to its or their knowledge as a result of the Agreement.

The Service Provider shall not issue any Information, publication, document, or article for publication concerning any aspect of the Agreement in any media without prior approval of the Principal, which approval shall not be unreasonably withheld. The Service Provider shall refer to the Principal any enquiries concerning any aspect of the Agreement from any media.

The Service Provider agrees to comply with the provisions of the Privacy & Personal Information Protection Act 1998, as if it were included in the definition of 'public sector agency' under that Act, the Privacy Code of Practice for Local Government, and the Principal's Privacy Management Plan.

17. INTELLECTUAL PROPERTY

The Service Provider warrants that it is entitled to use any Intellectual Property which may be used by it in connection with this Agreement. The Service Provider indemnifies and must at all times keep the Principal indemnified against any action, claim, suit, or demand, including a claim, suit, or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the scope of activities under the Agreement.

The Service Provider grants to the Principal a non-exclusive licence to use the Service Provider's Intellectual Property rights in relation to the Service and must execute an agreement giving effect to this sub-clause if requested by the Principal's Representative.

The ownership of all Intellectual Property in all Information created under this Agreement shall vest with the Principal. The Service Provider must assign ownership of all Intellectual Property rights to the Principal and will ensure that its employees, subcontractors, and agents execute all documents necessary to assign such rights to the Principal.

To the extent permitted by law, if the Service Provider is the owner of the Moral Rights in the Intellectual Property referred to in this clause, the Service Provider unconditionally and irrevocably:

- (a) Consents to any act or omission that would otherwise infringe its Moral Rights in that Intellectual Property, including any act or omission that may have taken place before this consent,
- (b) Waives all of its Moral Rights in that Intellectual Property,

for the benefit of the Principal, its licensees, successors in title and anyone authorised by any of them to do acts permitted under the terms of this Agreement.

18. INDEMNITY

The Service Provider indemnifies the Principal, its servants, and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance by the Service Provider of the Agreement including:

- (a) any negligence, wrongful act, or omission of the Service Provider or of any other persons for whose acts or

- omissions the Service Provider is liable; and/or
- (b) death or injury to any person or loss of or damage to any property; and/or
 - (c) any breach of a third party's Intellectual Property Rights; and/or
 - (d) any breach of the Agreement by the Service Provider; and/or
 - (e) any action, claim or demand from liability brought against the Principal in connection with a breach by the Service Provider of the WH&S Act and associated legislation (so far as it is permissible at law).

The Service Provider's liability to indemnify the Principal is reduced proportionally to the extent that an action or omission of the Principal or employees or agents (other than the Service Provider) of the Principal may have contributed to the injury, damage, or loss.

19. INSURANCE

Before commencing the Agreement, the Service Provider must effect and maintain the insurance policies nominated in the "Schedule – Insurances". The Service Provider must ensure that all sub-contracted Property Development Partners are similarly insured. The Principal's Representative may at any time require proof that these insurances have been effected and are being maintained.

The Service Provider must keep current during the contract term, policies of insurances stated in the Schedule – Insurances:

- (a) public liability - in respect of any one occurrence, \$20,000,000 but unlimited in the aggregate;
- (b) Accident insurance - Complying with the Workers Compensation Act 1987. Alternatively, where the Service Provider has no employees, insurance for personal accident and illness providing:
 - (i) Weekly benefits of at least 75% of weekly income; (ii) Death benefits of at least \$250,000;
 - (iii) Minimum benefit period of 24 months.
- (c) professional indemnity insurance - a limit for any one claim of \$10,000,000 unless otherwise stated by the Principal.

20. SAFETY MANAGEMENT

The Service Provider must comply with the current WH&S legislation and the Principal's Site safety requirements.

If the Service involves any Site work or the use of major equipment, then the Principal's Safety Management requirements shall apply.

21. DISPUTES

In the event of any dispute arising between the Principal and the Service Provider that cannot be resolved by negotiation, the Principal shall nominate a formal dispute resolution process to be followed by the parties.

The Service Provider must continue to perform its obligations under the Agreement notwithstanding the existence of a dispute.

22. WAIVER

A waiver by either party in respect of any breach of a condition or provision of this Agreement shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision.

23. SURVIVING OBLIGATIONS

The obligations of the Service Provider under the Clauses on Confidentiality & Privacy, Intellectual Property, Indemnity, and Insurance shall be of a continuing nature and shall survive the termination or expiration of this Agreement.



REQUEST FOR
EXPRESSIONS OF INTEREST

EOI Number 0002

**FORMATION OF A JOINT VENTURE WITH UPPER
HUNTER SHIRE COUNCIL TO DEVELOP LAND LOT 44
DP 846091 BUNNAN RD, SCONE**

Development of Airpark (Hangers and Related Infrastructure)

DISCLAIMER

Each respondent, by lodging an Expression of Interest in response to this document, will be deemed to acknowledge and accept that in respect of the information set out in this Request for Expressions of Interest and any other information ("the Information") provided at any time to the Respondent by the Upper Hunter Shire Council (Council):

- a) it is aware that the Information is not guaranteed with respect to accuracy or completeness and that Council accepts no responsibility for the Information, or any interpretation or reliance placed on the Information.
- b) it is aware that neither the Upper Hunter Shire Council nor any of its employees, officers or agents is liable for loss of any kind including damages, costs, interests, loss of profits or special loss or damage arising from any inaccuracy or incompleteness in the Information.
- c) it has made its own independent evaluation of the suitability of the Information for the purpose of submitting its Expression of Interest prior to using the Information; and
- d) no representation or warranty (express or implied) has been made by the Upper Hunter Shire Council (or anyone on its behalf) to the respondent that:
 - a. the information is suitable for the purpose of submitting its Expression of Interest; or reasonable care has been taken in preparing the Information.

Respondents must carefully and thoroughly consider and check the Information and are requested to notify Council in writing of any errors, ambiguities, discrepancies, inconsistencies, or omissions in the Information.

Council shall not be liable for any such error, ambiguity, discrepancy, inconsistency, or omission.

Key Dates:

EOI to Market (Tenderlink)	8/05/2023
Question Period Closes	26/05/2023 4:00 pm
Submissions Due	02/06/2023 4:00 pm

See Paragraph 9 re late submissions

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REQUEST FOR EXPRESSIONS OF INTEREST

Expressions of interest are invited from suitably experienced and financially sound companies or consortia to enter into a joint venture with the Upper Hunter Shire Council (Council) to undertake all work necessary to convert approximately 8500 square metres of undeveloped land in the boundaries of Scone Memorial Airport into a multi hangered airport.

This Expression of Interest is numbered 0002. EOI 0001 considers Lot 44 DP 846091 and can be considered separately or jointly, however for evaluation purposes both 0001 and 0002 must be submitted as individual responses.

Enquiries regarding this invitation should be directed to:

Mr. Wayne Phelps
Finance Manager
Upper Hunter Shire Council

Ph: 02 6540 1160

Fax: 02 6545 2671

Mob: 0417 366 615

Email: waynephelps@upperhuntershire.gov.au

NOTE: further detailed information regarding profit share, planning documents, etc will be provided at the Tender Phase.

This EOI closes at **4:00pm on 02 June 2023**. Completed EOI's shall be submitted via [Tenderlink](#) and two (2) hard copies are to be submitted to:

Upper Hunter Shire Council
135 Liverpool Street
Scone NSW 2337

EOI documents should be marked:

Expression of Interest Number 0002: Scone Airpark
Att: Wayne Phelps

marked **CONFIDENTIAL**

1. Background

Council owns and operate Scone Memorial Airport. The airport comprises multiple parcels of land which are used for commercial purposes (landside) related to airport operations and other commercial activities. Council owns the parcel of land at Lot 44 DP 846091 having an area of 8,500 square metres. This property is located on Bunnan Road.

The airport was constructed in 1958 and acts as the base of operations for a number of commercial airlines, Scone aero club, Hunter Warbirds and multiple owners and operators of light aircraft. There are approximately 6,000 aircraft movements per year which are projected to significantly increase in line with the economic progress in the Shire.

Council seeks to capitalise on this growth in the sector by providing suitable hanger space (and related services including aprons and ramps) to private aircraft owners and operators for storage, security, and servicing.

The intent of this development to allow for the construction of 10 small hangers (5 x 2 arrangement) and the construction of a Bellman Kit Hanger (already in Council possession) and to allow aircraft unfettered access to existing taxiways by extending existing taxiways, ramps, and aprons into Lot 44. This may require additional civil works on Scone Airport proper.

Note: The subject property maybe subdivided into individual lots.

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Council is seeking to engage with qualified respondents in a Joint Venture to develop the site in accordance with Paragraph 2, "Scope of Work". The first, and most critical step in the process is to ascertain market interest in joint venturing with Council in such development.

Council is seeking to limit both the calendar time and the resources expended in reaching a decision and selecting a JV partner. Upon short listing of capable respondents, it is intended to request formal proposals via a closed tender process from three respondents who Council have adjudged have the capability of performing the development task with comparatively least risk. The shortlisting process will be based on comparative evaluation of responses against the criteria in Paragraph 8.

2. General Scope of Work

The land owned by Council is located on the eastern fringe of Scone Township, approximately 2 kms from the center of the CBD and close to major rail and road distribution lines. The land is not presently the subject of a subdivision application. Respondents will need to determine optimal sizing of development to provide the highest and best use of the property (also refer Paragraph 4 "Financial Objectives) in which hanger lots are provided.

The property is current zoned **SP1** (Special Activities) and will not need to be rezoned.

Respondents must be able to provide full subdivision and hanger infrastructure design documentation and construction inclusive of ramps, taxiways, aprons, etc. in accordance with CASA regulation – especially Aircraft Landing Area (ALA) and Obstacle Limited Surface (OLS) to allow for the safe operation of the airport.

Respondents much show that they are familiar with the concept of Hanger design and construction and can provide relevant infrastructure, including but not limited to services such Hangers, stormwater, water, sewerage, electric; civil works such as kerb and guttering, paving, civil works relating to aprons, etc., general lighting and guidance lighting.

Commencement timing of the joint venture arrangement and its development work cannot yet be determined,

3. Project Objective

Council has two basic project objectives:

1. to develop the property in a way that optimises value for money consistent with ecologically sustainable development and community safety, and with densities acceptable to Council's Planning requirements; and
2. to enable Scone Airport to provide safe and secure storage for private aircraft operator and extend the financial contribution of hanger space to Scone Airport operations.

4. Financial Objectives

Council's financial objective is to engage with the successful respondent on a Profit-Share basis, driven by a value capture model on the unearned incremental component of the land value increase, derived through a residual land value analysis performed by a valuer agreed to by both parties.

For clarities sake, profit sharing will only apply to the subdivided lots and not to building improvements on said lots.

Council, on behalf of the community will seek a profit-share for 50% less any additional costs (including Section 94 Contributions) the developer may incur realising the increased value. Note: additional costs DO NOT included the developer's cost of performing actual subdivision works (ie Civil works, etc).

5. Purpose of this Document

The purpose of this EOI request is to:

- a) formally advise the market of the project and the outcome(s) that Council seeks to have delivered.
- b) communicate to the market the evaluation criteria and procedures that will be followed to derive a shortlist of (Respondents) who might then be invited to submit a proposal via closed tender

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for a joint venture; and

- c) confirm the level of market interest in the project and obtain expressions of interest in the project from the Respondents so that a short list of capable entities can be compiled for the next stage.

Note: Capable respondents will be notified of future joint venture development projects in the Shire.

6. Rights of Council

Council reserves the right, in its sole discretion, at any time to:

- a) vary the scope of the project.
- b) alter or amend this EOI request and/or the process outlined in it upon giving recipients of the request reasonable written notice of such alteration or amendment.
- c) suspend or terminate this EOI request or the process outlined in it.
- d) accept or reject any late response received.
- e) accept or reject any response whether or not it complies with this EOI request.
- f) require additional information or clarification from any Respondent or anyone else or provide additional information or clarification.
- g) call for new expressions of interest.

7. Intellectual Property

Such intellectual property rights as may exist in a response will remain the property of the Respondent.

The Respondent licenses the Council, its officers, employees, agents, and advisers to copy, adapt, modify, disclose, or do anything else necessary (in the Authority's sole discretion) to all material (including that which contains intellectual property rights of the Respondent or any other person) contained in the response for:

- a) evaluating/clarifying the response.
- b) evaluating any subsequent proposal.
- c) negotiating any resultant agreement with the Respondent; and
- d) anything else related to this EOI request process, including for audit purposes or reporting purposes.

8. Evaluation Criteria

Responses to this invitation should specifically address all of the following criteria, against which responses will be evaluated, including by independent consultants employed by Council:

1. **Experience:** *the extent to which a Respondent can demonstrate that it is an established and stable business with relevant experience in successfully completing large development projects, construction of similar sized hangers, including profitable sales of completed lots/ hangers.*
2. **Innovation and partnering:** *the extent to which a Respondent can demonstrate its capacity for development innovation and originality, and its understanding of, and affinity for, operating transparently and effectively as a member of a joint venture or similar partnering arrangement.*
3. **Personnel:** *the extent to which a Respondent can demonstrate that its management team and employees have the necessary competencies, experience, continuity, and flexibility to undertake significant development projects.*
4. **Financial strength:** *the extent to which a Respondent can demonstrate that its financial strength, capital commitments, borrowing arrangements, profitability and contingency funding arrangements are adequate to finance the capital contribution and operational*

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funding requirements of the proposed joint venture.

Details of the information required against each criterion from the Respondents in order to evaluate their claims is contained in **Appendix C**.

Respondents who do not provide all requested information may be considered non-conforming and their response rejected.

Council may obtain independent reports of a Respondent's financial and legal standing and use the results of those enquiries in the evaluation process. Council undertakes to treat such reports with the same degree of security as afforded to the information and documents tendered in response to this EOI request.

9. How to Respond to this EOI

Respondents who are interested in joining Council in this joint venture are required to complete fully and return the Response Form and Declaration at Appendix B and provide all the information listed in Appendix C.

Lodgment of responses to this EOI will be evidence of the Respondent's agreement to comply, with the Terms and Conditions imposed by Council (refer Appendix D).

Responses are to be lodged on [Tenderlink](#) or in Council's Tender Box located at 135 Liverpool Street, Scone NSW 2337. The closing time for lodgment of responses is **4 pm AEST on 02 June 2023**

Responses not lodged in the above tender box or with [Tenderlink](#) by the Closing Time may not be accepted. A late response will only be admitted to the evaluation process at the absolute discretion of Council. Council may consider factors such as, without limitation:

- a) whether the late response is likely to have given the Respondent an opportunity to obtain some unfair advantage from late submission.
- b) how late the response is, the reasons for the lateness and any evidence available to support the reasons.
- c) whether the response was mishandled by Council, an official postal service, or a reputable delivery service; and
- d) any evidence of unfair or improper practices by the Respondent.

10. Addenda to EOI

Council reserves the right to issue addenda to this EOI at any time.

The issue of addenda will be published in the same way as this EOI was published. Any addenda that are issued will form part of this EOI.

11. Note to Respondents

In responding to this invitation, the Respondent is deemed to have accepted all of the conditions set out herein.

- a) Council owns and may retain possession of all documents submitted in response to the Request for Expression of Interest.
- b) Council reserves the right to seek clarification in relation to any ambiguity and uncertainty from all or any of the Respondents in relation to their responses.
- c) Council reserves the right to circulate questions and the answers thereto to all other Respondents without disclosing the sources of the questions or revealing the substance of the proposed expression of interest.
- d) Subject to the above, all information submitted by a Respondent will be treated as confidential to the Upper Hunter Shire Council and its consultants.

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- e) In no circumstances will Council be liable for any cost, expense, loss, claim, or damage arising out of a Respondent's participation in this EOI process, or any subsequent request for tender or proposal.
- f) The issue of this EOI or the submission of a response does not give rise to any commitment or legal relationship between Council and a Respondent.

From the expressions of interest received, it is intended that a short list of potential joint venture participants will be selected to receive an invitation to submit a proposal, and that selection decision is at the absolute discretion of Council.

Respondents will be notified of the outcome of the expression of interest process as soon as practicable after evaluation is complete.

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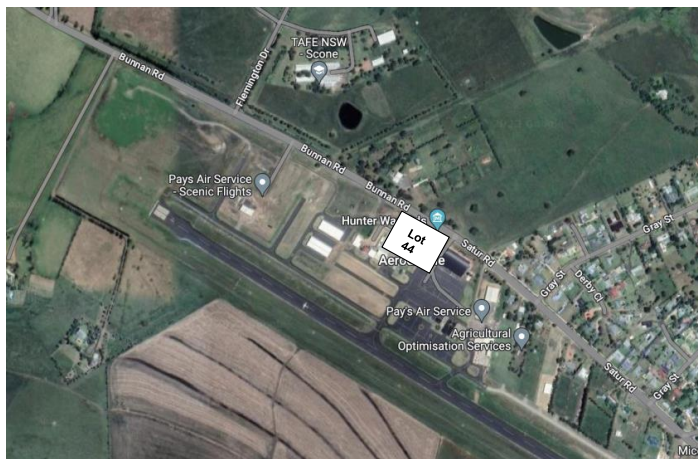
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APPENDIX A: LOCATION OF PROPERTY AND DETAILS



Lot 44 DP 846091 Bunnan Road, Scone

Figure 1: Subject Lot Details and Plan



Locality Plan

Figure 2: Locality Plan

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APPENDIX B: RESPONSE FORM AND DECLARATION

Respondent's Name:	
Australian Business Number (A.B.N.)	DUNS Number:
Date when Business Commenced Operation:	
Business Address/Addresses: _____ _____	
Postal Address: _____ _____	
Telephone Number(s):	
Facsimile Number:	e-mail address:

DECLARATION BY RESPONDENT

I have noted and accept all the conditions contained in this Request for Expressions of Interest including the Disclaimer concerning the Information therein.
I am interested in joining in a joint venture with the Upper Hunter Shire Council to develop the Subject Property I declare that the particulars shown herein are true and correct in every detail and all required information has been supplied.

Date: _____

Signed for the Respondent by: _____

In the Officer Bearer capacity
of: _____Name (***IN BLOCK LETTERS***): _____**CONTACT DETAILS**

Contact for Further Information: (Name, Position, Phone and Fax numbers (including Mobile), and e-mail address)

APPENDIX C: EVALUTION CRITERION AND WEIGHTINGS

EVALUATION CRITERION	INFORMATION REQUIRED FROM RESPONDENTS	WEIGHTING
<u>Compliance</u>	Respondents are required to complete all information in Appendix B pertaining to company/ corporate information. Respondents are to complete and sign the Declaration Statement in Appendix B	5%
<u>Experience</u> The extent to which a respondent can demonstrate that it is an established and stable business with relevant experience in successfully completing large development projects, including profitable sales of completed lots.	<p>Respondents are required to provide evidence of their legal identity either by providing a copy of an official document such as company registration and names of office bearers issued by the Australian Securities and Investments Commission or a statement confirming the legal identity signed by a practicing solicitor. Council does not contract with entities such as a business name, trust, or firm trading under a trust arrangement.</p> <p>Respondents are to provide details of at least similar sized airpark development projects completed within the last five years, including identification and explanation of variations between the estimated and completed project cost and any added value for money achieved on those projects.</p> <p>Respondents should provide material demonstrating their sensitivity to environmental issues and heritage preservation (where necessary); their ability and experience in coordinating planning teams involving a range of professionals; and their aptitude in forming effective working relationships with local planning authorities and statutory bodies and approving authorities.</p> <p>Respondents are to nominate and provide contact details for at least three high level (senior management) referees who can verify or provide information from a client perspective regarding previous experience with the respondent's development work as to co-operation, quality, and overall performance including timely completion.</p> <p>Respondents should advise Council of any industry or professional association awards that support their claims to excellence.</p>	20%

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<p><u>Innovation and Partnering</u></p> <p>The extent to which a respondent can demonstrate its innovative capacity for development innovation and originality, and its understanding of, and affinity for, operating transparently and effectively as a member of a joint venture or similar partnering arrangement.</p>	<p>Respondents should provide a list of all Directors, Partners, and Senior Executives, show their relevant experience and ownership interest, and indicate any relevant cross-directorships that could potentially either support or be in conflict with a joint venture relationship with Council. Respondents should also provide a list of former directors/executives who have left in the past 12 months and their reasons for leaving.</p> <p>Respondents should provide details of their governance arrangements and risk management policies, including details of current and relevant insurance coverage. Policy details should include the type of policy, the name of the insurer, the amount of cover and the expiry date as a minimum.</p> <p>Respondents should provide examples (and referee details) of working in a non-adversarial and collaborative manner in a “partnering” arrangement and indicate whether their financial systems would be appropriate for an “open book” approach, noting that the availability of information to Parliament, taxpayers, and other stakeholders on the use of government resources must be maintained by and in respect to any joint venture established.</p> <p>Respondents should also provide:</p> <ul style="list-style-type: none"> • evidence of organisational commitment to innovation, including at least three examples of (relevant) process improvement introduced over the past three years; and • a very broad outline approach Scone Airport Airpark development, describing innovative elements that might be applied not only to development but also to relationships with Council. 	<p>20%</p>
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EVALUATION CRITERION	INFORMATION REQUIRED FROM RESPONDENTS	WEIGHTING
<p><u>Personnel</u></p> <p>The extent to which a respondent can demonstrate that its management team and employees have the necessary competencies, experience, continuity, and flexibility to undertake significant development projects.</p>	<p>Respondents should provide an organisational chart of management structure showing lines of responsibility.</p> <p>The qualifications and accomplishments of the Respondent's senior management should be noted along with a brief description of their career paths both inside and outside the company.</p> <p>Respondents should list senior staff prospectively to be involved in the joint venture, showing their qualifications and experience, including any membership of relevant professional associations, and providing details of current and anticipated project commitments.</p>	5%
<p><u>Financial Strength</u></p> <p>The extent to which a respondent can demonstrate that its financial strength, capital commitments, borrowing arrangements, profitability and contingency funding arrangements are adequate to finance the capital contribution and operational funding requirements of the proposed joint venture.</p>	<p>Respondents are required to submit Financial Statements (Profit & Loss Statement and Balance Sheet) plus audit reports (if audited) for the last three financial years - including notes to the financial accounts and revenue projections - for a formal financial assessment, which may be carried out by independent consultants employed by Council.</p> <p>The financial information provided is to be in respect of the legal entity that is the respondent, but corporate relationships that may be relevant should be stated. When the respondent is a subsidiary, the information provided is to be in respect of the Subsidiary and not its Holding Company.</p> <p>Respondents must identify the nature and potential impact on its future operations of any significant current litigation that it is involved in, including investigation of possible fraud.</p>	50%

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Confidential

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APPENDIX D: TERMS AND CONDITIONS OF ENGAGEMENT

1. INTERPRETATION

1.1 In these Terms of Engagement for Consultants (**Conditions**) unless the context otherwise requires:

“**Agreement**” (or “**Contract**”) means the written agreement between the Principal and the Service Provider, dated, together with the documents referred there to in;

“**Contract Sum**” (or “**Service Fee**”) means the lump sum in Australian Dollars set out or calculated in accordance with service rates or expenses stated in the Contract Schedule - ‘Schedule – Tender Price’;

“**Contract Term**” means the initial term of the Agreement and any period for which the operation of the Agreement is extended;

“**Day**” means business day, that is not Saturday or Sunday or public holiday for the Principal’s employees;

“**Information**” means all information, including documents or data however held, stored, or recorded, drawings, plans, specifications, calculations, reports, models, concepts, source codes, files, computerised data, or photographic recordings, audio- or audio-visual recordings;

“**Intellectual Property**” includes all proprietary rights in relation to Information including copyright and neighbouring rights and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

“**Moral Rights**” means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, in the Agreement.

“**Principal**” means the Council;

“**Principal’s Representative**” means the person appointed by the Principal for the management of the Agreement;

“**Service**” means the obligations to be performed by the Service Provider in accordance with the Agreement and includes, but is not limited to, the provision of professional services, the supply of any materials related to these services and all other things required to be carried out by the Agreement;

“**Service Provider**” (or “**Consultant**”) means the person bound to carry out and complete the Service and includes his executors, administrators, successors and permitted assigns of that party;

1.2 In these Conditions and any Agreement, unless a contrary intention appears, a reference to:

- (a) a person includes an individual, a corporation, partnership, joint venture, governments, local government authorities and agencies;
- (b) a Special Condition of Contract, Schedule or Annexure is a reference to a Special Condition of Contract, Schedule, or Annexure to the Contract and each of them forms part of the Agreement;
- (c) a party to the Agreement includes the executors, administrators, successors and permitted assigns of that party.

1.3 In these Conditions clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.4 If a party to the Agreement consists of more than one person, those persons shall be bound jointly and severally.

1.5 Except as provided at law or elsewhere in the Agreement, none of the terms of the Agreement shall be varied, waived, discharged, or released except with the prior written consent of the Principal.

2. GOVERNING LAW

The Agreement shall be subject to and construed in accordance with the laws, Acts and other prescribed rules applying in the State of New South Wales.

3. STATUTORY & OTHER REQUIREMENTS

The Service Provider must comply with the requirements of all legislation of the Parliament of New South Wales and the Parliament of the Commonwealth of Australia, all relevant Australian Standards and with the lawful requirements of public and other authorities in any way affecting or applicable to the performance of its obligations.

4. PRINCIPAL’S OBLIGATIONS

The Principal, through the Principal’s Representative must give to the Service Provider timely directions, instructions, decisions and information including any approvals the Principal is required to obtain. These directions, instructions, decision, and information must be confirmed in writing.

5. RELATIONSHIP WITH PRINCIPAL

The Service Provider must not act outside the scope of the authority conferred on it by this Agreement.

The Service Provider must take upon itself the whole risk of performing its obligations under the Agreement. The Service Provider must also comply with every and all reasonable and lawful direction of the Principal’s Representative.

The Service Provider must use all reasonable efforts

to inform itself of the requirements of the Principal and must regularly liaise with the Principal's Representative on progress and outcomes during the term of the Agreement.

The Service Provider shall have the status of an independent contractor and is not an employee of the Principal. The Service Provider shall not be entitled to any benefits that might apply to an employee of the Principal and shall be responsible for any legal entitlements relating to worker's compensation, payroll tax and superannuation.

6. DIRECTIONS & VARIATIONS

Unless otherwise provided, any notice to be given may be given by hand, facsimile, e-mail, or by pre-paid post addressed to the Principal or Service Provider at its stated address.

The Principal may, by written notice, direct the Service Provider to vary the Service. Any variation in the fee payable to the Service Provider as a consequence of a direction issued under this Clause shall be agreed between the Principal and the Service Provider.

Unless otherwise agreed, the value of a variation shall be determined using the service rates and expenses which form the basis of the Contract Sum. If the Contract Sum is a lump sum, then reasonable rates and expenses shall apply.

7. DISCREPANCIES IN INFORMATION

The Service Provider must as soon as practicable give written notice to the Principal's Representative if information and particulars made available to it are inadequate or contain errors.

8. SUB-CONTRACTING OR ASSIGNMENT

The Service Provider must not without the prior written approval of the Principal's Representative subcontract or assign any performance of rights or obligations under the Agreement. In giving approval the Principal may impose such terms and conditions as deemed necessary.

9. CONFLICT OF INTEREST

The Service Provider warrants that it does not hold any office or possess any property, is not engaged in any business, trade or calling and does not have any obligations by virtue of any contract or any family relationship whereby, directly, or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this Agreement.

The Service Provider must inform the Principal of any matter which may give rise to an actual or potential conflict of interest at any time during the term or the duration and any extension beyond the term of the Agreement and the Principal may regard a conflict of interest as a breach of a fundamental term of the Agreement and may elect to terminate the Agreement.

10. STANDARD OF CARE

The Service Provider must perform all its obligations

required by the Agreement in a diligent manner and to the standard of skill and care expected of a competent Service Provider.

The Principal reserves the right to qualify or not accept any conclusions or recommendations made by the Service Provider under this Agreement.

11. PERSONNEL

The Service Provider warrants that all personnel engaged by it are appropriately qualified, competent, and experienced in the provision of the type of activities connected with the Agreement.

The Service Provider shall reasonably ensure that the personnel nominated in 'Schedule – Management & Staff Resources' are engaged throughout the entire period of the Agreement.

The Principal may direct the Service Provider to immediately and permanently remove from any activity connected with the Agreement any person who in the opinion of the Principal's Representative is incompetent, negligent, or otherwise unacceptable.

12. REPORTS & INFORMATION

The Service Provider must provide the Principal's Representative with written reports or information on any aspects of the Agreement when requested.

Any Information that is produced or reproduced in an electronic format, the consultant must deliver it to the Principal in a format approved by the Principal.

13. DELAYS & EXTENSION OF TIME

The Service Provider shall proceed with the work under the Agreement with due expedition and without delay. When it becomes evident to a party that anything, including an act or omission by another party, may delay carrying out the Service, that party shall notify the other party as soon as practical in writing with details of the possible delay and the cause.

If the Service Provider is or will be delayed in carrying out the Service by a cause beyond the reasonable control of the Service Provider, the time for carrying out the Service shall be extended by the extent of the delay.

The Principal may, at any time, by written notice to the Service Provider extend the time for carrying out the Service for any reason.

Nothing in this Clause shall:

- (a) oblige the Principal to pay extra costs for delay or disruption which have already been included in the value of a variation or any other payment under the Agreement; or
- (b) limit the Principal's liability for damages for breach of the Agreement.

14. PAYMENT

14.1 Costs, Fees, and Expenses

The Contract Sum (or Service Fee) is inclusive of all

expenses of the Service Provider, including fees, disbursements, provisional sums, and taxes, all of which shall be paid by the Service Provider. Unless otherwise provided, no payment will be made for travelling in relation to the Service.

Fees and expenses shall not be subject to price variation (rise

& fall) unless otherwise provided in the Agreement.

14.2 Claims for Payment

The Service Provider must provide the Principal's Representative with a payment claim in the form of a valid tax invoice or adjustment note, in respect of the Service performed and accepted.

If the Service Provider fails to provide an ABN on any tax invoice or adjustment note, the Principal may be required to withhold from the payment an amount of tax calculated in accordance with the relevant taxation act or regulation.

14.3 Time for Payment

The Principal shall pay to the Service Provider the invoiced amount within 25 Calendar Days of the receipt of a payment claim if the claim is certified by the Principal's Representative as being correct.

14.4 Disputed Claims

If the Principal's Representative disputes the payment claim amount, the amount the Principal's Representative believes is due for payment shall be paid by the Principal and the liability for payment of the balance of the amount shall be determined in accordance with the provisions of the Agreement.

14.5 Payments on Account

Any payment is not evidence of any value or an admission of liability or that the Service is satisfactory but is a payment on account only; nor shall it amount to a waiver of any right or action, which the Principal may have at any time against the Service Provider.

15. TERMINATION

15.1 Termination by the Principal – Default of the Service Provider

Without prejudice to any other rights, the Principal reserves the right to terminate the Agreement.

(a) if the Service Provider commits a substantial breach of the Agreement, including:

(i) failure to carry out the Agreement at all, or within the time specified, or at a reasonable quality.

(ii) failure to carry out a reasonable direction of the Principal's Representative

(b) if the Service Provider becomes bankrupt or makes any arrangements with its creditors or being a Company, which goes into liquidation or has a receiver or administrator appointed.

The Principal's Representative must in writing specify the breach and ask the Service Provider to give reasons why the Principal should not take further action. The Service Provider must respond within 5

Days of receiving the notice and if it fails to respond, the Principal's Representative may immediately refuse acceptance of the Service, decline to accept any further Service, take over the uncompleted Service, suspend payments due and have the Agreement completed by others; or immediately terminate the Agreement in writing by itself or through the Principal's Representative

Termination by the Principal will not release the Service Provider from liability in respect of any obligation relating to this Agreement. Any shortfall in costs whatsoever shall be a debt due from the Service Provider to the Principal.

15.2 Termination – Frustration, Convenience

The Agreement may be terminated at any time by mutual agreement or if, under the law governing the Agreement, the Agreement is frustrated. Furthermore, the Principal may, for its convenience and without the need to give reasons, also terminate the Agreement at any time. In whichever case, the Principal must give a written notice to the Service Provider. The Service Provider must, on receipt of such notice, immediately cease all activities under the Agreement and take all appropriate action to mitigate any loss or prevent further costs being incurred. The Principal must pay the reasonable fees and expenses of the Service Provider for the extent of the Service performed based upon agreed service rates to the earlier of:

- (a) the date of cessation; or
- (b) the date that the Service Provider was required to cease work.

In no circumstances must the Contract Sum payable for the terminated Service include any loss of prospective profits or exceed the Contract Sum that would have been paid had the Agreement been completed.

15.3 Termination by the Service Provider

If the Principal fails to:

- (a) pay the Service Provider in accordance with this Agreement; or
- (b) issue instructions required.

The Service Provider must in writing specify the breach and ask the Principal to give reasons why the Service Provider should not take further action. The Principal must respond within 5 Days of receiving the notice and if it fails to respond the Service Provider may terminate the Agreement.

16. CONFIDENTIALITY & PRIVACY

The Service Provider its employees, agents, directors, partners, shareholders, or Property Development Partners must not disclose to any third party, any Information including by way of media interviews or releases relating to the Principal or the affairs of others which may have come to its or their knowledge as a result of the Agreement.

The Service Provider shall not issue any Information,

publication, document, or article for publication concerning any aspect of the Agreement in any media without prior approval of the Principal, which approval shall not be unreasonably withheld. The Service Provider shall refer to the Principal any enquiries concerning any aspect of the Agreement from any media.

The Service Provider agrees to comply with the provisions of the Privacy & Personal Information Protection Act 1998, as if it were included in the definition of 'public sector agency' under that Act, the Privacy Code of Practice for Local Government, and the Principal's Privacy Management Plan.

17. INTELLECTUAL PROPERTY

The Service Provider warrants that it is entitled to use any Intellectual Property which may be used by it in connection with this Agreement. The Service Provider indemnifies and must at all times keep the Principal indemnified against any action, claim, suit, or demand, including a claim, suit, or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the scope of activities under the Agreement.

The Service Provider grants to the Principal a non-exclusive licence to use the Service Provider's Intellectual Property rights in relation to the Service and must execute an agreement giving effect to this sub-clause if requested by the Principal's Representative.

The ownership of all Intellectual Property in all Information created under this Agreement shall vest with the Principal. The Service Provider must assign ownership of all Intellectual Property rights to the Principal and will ensure that its employees, subcontractors, and agents execute all documents necessary to assign such rights to the Principal.

To the extent permitted by law, if the Service Provider is the owner of the Moral Rights in the Intellectual Property referred to in this clause, the Service Provider unconditionally and irrevocably:

- (a) Consents to any act or omission that would otherwise infringe its Moral Rights in that Intellectual Property, including any act or omission that may have taken place before this consent,
- (b) Waives all of its Moral Rights in that Intellectual Property,

for the benefit of the Principal, its licensees, successors in title and anyone authorised by any of them to do acts permitted under the terms of this Agreement.

18. INDEMNITY

The Service Provider indemnifies the Principal, its servants, and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance by the Service Provider of the Agreement including:

- (a) any negligence, wrongful act, or omission of the Service Provider or of any other persons for whose acts or omissions the Service Provider is liable; and/or
- (b) death or injury to any person or loss of or damage to any property; and/or
- (c) any breach of a third party's Intellectual Property Rights; and/or
- (d) any breach of the Agreement by the Service Provider; and/or
- (e) any action, claim or demand from liability brought against the Principal in connection with a breach by the Service Provider of the WH&S Act and associated legislation (so far as it is permissible at law).

The Service Provider's liability to indemnify the Principal is reduced proportionally to the extent that an action or omission of the Principal or employees or agents (other than the Service Provider) of the Principal may have contributed to the injury, damage, or loss.

19. INSURANCE

Before commencing the Agreement, the Service Provider must effect and maintain insurance policies nominated in the "Schedule – Insurances". The Service Provider must ensure that all sub-contracted Property Development Partners are similarly insured. The Principal's Representative may at any time require proof that these insurances have been effected and are being maintained.

The Service Provider must keep current during the contract term, policies of insurances stated in the Schedule – Insurances:

- (a) public liability - in respect of any one occurrence,
\$20,000,000 but unlimited in the aggregate;
- (b) Accident insurance - Complying with the Workers Compensation Act 1987. Alternatively, where the Service Provider has no employees, insurance for personal accident and illness providing:
 - (i) Weekly benefits of at least 75% of weekly income; (ii) Death benefits of at least \$250,000;
 - (iii) Minimum benefit period of 24 months.
- (c) professional indemnity insurance - a limit for any one claim of \$10,000,000 unless otherwise stated by the Principal.

20. SAFETY MANAGEMENT

The Service Provider must comply with the current WH&S legislation and the Principal's Site safety requirements.

If the Service involves any Site work or the use of major equipment, then the Principal's Safety Management requirements shall apply.

21. DISPUTES

In the event of any dispute arising between the Principal and the Service Provider that cannot be resolved by negotiation, the Principal shall nominate a formal dispute resolution process to be followed by the parties.

The Service Provider must continue to perform its obligations under the Agreement notwithstanding the existence of a dispute.

22. WAIVER

A waiver by either party in respect of any breach of a condition or provision of this Agreement shall not be

deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision.

23. SURVIVING OBLIGATIONS

The obligations of the Service Provider under the Clauses on Confidentiality & Privacy, Intellectual Property, Indemnity, and Insurance shall be of a continuing nature and shall survive the termination or expiration of this Agreement.



REQUEST FOR
EXPRESSIONS OF INTEREST

EOI Number 0003

**FORMATION OF A JOINT VENTURE WITH UPPER
HUNTER SHIRE COUNCIL TO DEVELOP LAND at
LOT 35 DP 1184486 PERTH STREET, ABERDEEN.**

Residential Subdivision

DISCLAIMER

Each respondent, by lodging an Expression of Interest in response to this document, will be deemed to acknowledge and accept that in respect of the information set out in this Request for Expressions of Interest and any other information ("the Information") provided at any time to the Respondent by the Upper Hunter Shire Council (Council):

- a) it is aware that the Information is not guaranteed with respect to accuracy or completeness and that Council accepts no responsibility for the Information, or any interpretation or reliance placed on the Information.
- b) it is aware that neither the Upper Hunter Shire Council nor any of its employees, officers or agents is liable for loss of any kind including damages, costs, interests, loss of profits or special loss or damage arising from any inaccuracy or incompleteness in the Information.
- c) it has made its own independent evaluation of the suitability of the Information for the purpose of submitting its Expression of Interest prior to using the Information; and
- d) no representation or warranty (express or implied) has been made by the Upper Hunter Shire Council (or anyone on its behalf) to the respondent that:
 - a. the information is suitable for the purpose of submitting its Expression of Interest; or reasonable care has been taken in preparing the Information.

Respondents must carefully and thoroughly consider and check the Information and are requested to notify Council in writing of any errors, ambiguities, discrepancies, inconsistencies, or omissions in the Information.

Council shall not be liable for any such error, ambiguity, discrepancy, inconsistency, or omission.

Key Dates:

EOI to Market (Tenderlink)	15/05/2023
Question Period Closes	02/06/2023 4:00 pm
Submissions Due	09/06/2023 4:00 pm

See paragraph 9 re late submissions

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REQUEST FOR EXPRESSIONS OF INTEREST

Expressions of interest are invited from suitably experienced and financially sound companies or consortia to enter into a joint venture with the Upper Hunter Shire Council (Council) to undertake all work necessary to develop a proposed 27 lot subdivision in Aberdeen NSW

This Expression of Interest is numbered EOI0003.

Enquiries regarding this invitation should be directed to:

Mr. Wayne Phelps
Finance Manager
Upper Hunter Shire Council
Ph: 02 6540 1160
Fax: 02 6545 2671
Mob: 0417 366 615
Email: waynephelps@upperhuntershire.gov.au

NOTE: further detailed information regarding profit share, planning documents, etc will be provided at the Tender Phase.

This EOI closes at **4:00pm on Friday 09 June, 2023**. Completed EOI's shall be submitted via [Tenderlink](#) and two (2) hard copies are to be submitted to:

Upper Hunter Shire Council
135 Liverpool Street
Scone NSW 2337

EOI documents should be marked:

Expression of Interest Number 0003: Aberdeen
Att: Wayne Phelps

marked **CONFIDENTIAL**

1 Background

Aberdeen (pop 2000) is located midway between Scone and Muswellbrook and is serviced by the New England Highway and Hunter Valley trainline. Council own a large property to the east of the town (Perth Street) which has already been subdivided into a number of Stages. The EOI deals with a proposed subdivision of Stage 6

Council is seeking to engage with qualified respondents in a Joint Venture to develop the site in accordance with Paragraph 2, "Scope of Work". The first, and most critical step in the process is to ascertain market interest in joint venturing with Council in such development.

Council is seeking to limit both the calendar time and the resources expended in reaching a decision and selecting a JV partner. Upon short listing of capable respondents, it is intended to request formal proposals via a closed tender process from three respondents who Council have adjudged to have the capability of performing the development task with comparatively least risk. The shortlisting process will be based on comparative evaluation of responses against the criteria in Paragraph 8.

2 General Scope of Work

Scope of Works – Subdivision

The subject property is located in Stage 6 of the Aberdeen Heights precinct, in Perth Street Aberdeen on the eastern fringe of Aberdeen.

The subject land is serviced by sewage mains and water mains. The property is not subject to any hazards such as flooding, bushfire risk or contaminated soil. It should be noted that there is significant fall across this Stage. Appropriate benching and retaining will be required.

The subdivision and planning have already been approved by Council and a schematic drawing has been provided in Appendix A. The subdivision is currently zoned Residential R1 and a Construction Certificate has been approved by Council.

Council is seeking qualified Respondents to partner with Council in the development of the subdivision and allotments. Council seeks to also increase Housing Stock in the locality and are looking for a developer with recognized Project Housing Development experience to build out the Subdivision.

This EOI is separated into part A and B. Respondents can choose to respond to Part A or Part B or both. Council's preference is to engage with a developer who can successfully complete both Parts. Respondents can form a consortium for perform works - details of all parties must be included in Appendix B.

Site visits are encouraged, however, is not critical to the EOI process.

Part A: Subdivision Works

All Civil works including:-

- bulk and detail excavation,
- benching,
- retaining walls,
- roads,
- paving, kerb, and guttering,
- footpaths, etc.

Development works should also include:-

- sewerage,
- stormwater,
- potable water (with meter connections),
- gas and electricity stub out connection points to each allotment.
- street lighting,
- applicable road signage

The development must comply with Upper Hunter Shire Council Planning requirements at the following link, <https://www.upperhunter.nsw.gov.au/Plan-and-Build/Submitting-a-Development-Application>.

Part B: Housing Works

Council is seeking qualified housing providers to build 27 homes in accordance with local market requirements and conditions. It is expected that the Provider will make themselves knowledgeable of local demand, housing requirements and Council planning conditions.

Depending on responses, Council will award the contract to one or more housing providers and may look at varying builders in the final RFP to provide variety in housing mix.

Housing may be made up of Stock Homes and/ or Display Homes. Complying multi-unit housing (duplexes, etc) will be considered. A number of allotments will be reserved for Custom Homes.

In order to prequalify, Respondents must show that they have a proven track record of housing development and can provide the relevant infrastructure to support the development.

Commencement timing of the joint venture arrangement and its development work cannot yet be determined.

3 Project Objective

Council has two basic project objectives:

1. to develop the property in a way that optimises value for money consistent with ecologically sustainable development and community safety; and
2. to enable the growth of properties for residential development stock in the Shire to assist with NSW Government's and the Council's housing targets.

4 Financial Objectives

Council's financial objective is to engage with the successful respondent on a Profit-Share basis, driven by a value capture model on the unearned incremental component of the land value increase from subdivision activity, derived through a residual land value analysis performed by a valuer agreed to by both parties.

For clarity's sake, profit sharing will only apply to the subdivided lots and not to building improvements on said lots.

Council, on behalf of the community will seek a profit-share of 50% less any additional costs (such as rezoning and certification fees, including Section 94 Contributions) the developer may incur realising the increased value. Cost that cannot be deducted from the profit share are those associated with physical subdivision works.

5 Purpose of this Document

The purpose of this EOI request is to:

- a) formally advise the market of the project and the outcome(s) that Council seeks to have delivered.
- b) communicate to the market the evaluation criteria and procedures that will be followed to derive a shortlist (of Respondents) who might then be invited to submit a proposal via closed tender for a joint venture; and
- c) confirm the level of market interest in the project and obtain expressions of interest in the project from the Respondents so that a short list of capable entities can be compiled for the next stage.

Note: Capable respondents may be notified of future joint venture development projects in the Shire.

6 Rights of Council

Council reserves the right, in its sole discretion, at any time to:

- a) vary the scope of the project.
- b) alter or amend this EOI request and/or the process outlined in it upon giving recipients of the request reasonable written notice of such alteration or amendment.
- c) suspend or terminate this EOI request or the process outlined in it.
- d) accept or reject any late response received.
- e) accept or reject any response whether or not it complies with this EOI request.
- f) require additional information or clarification from any Respondent or anyone else or provide additional information or clarification.
- g) call for new expressions of interest.

7 Intellectual Property

Such intellectual property rights as may exist in a response will remain the property of the Respondent.

The Respondent licenses the Council, its officers, employees, agents, and advisers to copy, adapt, modify, disclose, or do anything else necessary (in the Authority's sole discretion) to all material (including that which contains intellectual property rights of the Respondent or any other person) contained in the response for:

- a) evaluating/clarifying the response.
- b) evaluating any subsequent proposal.
- c) negotiating any resultant agreement with the Respondent; and
- d) anything else related to this EOI request process, including for audit purposes or reporting purposes.

8 Evaluation Criteria

Responses to this invitation should specifically address all of the following criteria, against which responses will be evaluated, including by independent consultants employed by Council:

1. **Experience:** *the extent to which a Respondent can demonstrate that it is an established and stable business with relevant experience in successfully completing housing subdivision development projects including the profitable sales of the completed lots.*
2. **Innovation and partnering:** *the extent to which a Respondent can demonstrate its capacity for development innovation and originality, and its understanding of, and affinity for, operating transparently and effectively as a member of a joint venture or similar partnering arrangement.*
3. **Personnel:** *the extent to which a Respondent can demonstrate that its management team and employees have the necessary competencies, experience, continuity, and flexibility to undertake significant development projects.*
4. **Financial strength:** *the extent to which a Respondent can demonstrate that its financial strength, capital commitments, borrowing arrangements, profitability and contingency funding arrangements are adequate to finance the capital contribution and operational funding requirements of the proposed joint venture.*

Details of the information required against each criterion from the Respondents in order to evaluate their claims is contained in **Appendix C**.

Respondents who do not provide all requested information may be considered non-conforming and their response rejected.

Council may obtain independent reports of a Respondent's financial and legal standing and use the results of those enquiries in the evaluation process. Council undertakes to treat such reports with the same degree of security as afforded to the information and documents tendered in response to this EOI request.

9 How to Respond to this EOI

Respondents who are interested in joining Council in this joint venture are required to complete fully and return the Response Form and Declaration at Appendix B and provide all the information listed in Appendix C.

Lodgment of responses to this EOI will be evidence of the Respondent's agreement to comply, with the Terms and Conditions imposed by Council (refer Appendix D).

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5 May 2023

Responses are to be lodged on [Tenderlink](#) or in Council's Tender Box located at 135 Liverpool Street, Scone NSW 2337. The closing time for lodgment of responses is **4 pm AEST on Friday 9 June, 2023**

Responses not lodged in the above tender box or with [Tenderlink](#) by the Closing Time may not be accepted. A late response will only be admitted to the evaluation process at the absolute discretion of Council. Council may consider factors such as, without limitation:

- a) whether the late response is likely to have given the Respondent an opportunity to obtain some unfair advantage from late submission.
- b) how late the response is, the reasons for the lateness and any evidence available to support the reasons.
- c) whether the response was mishandled by Council, an official postal service, or a reputable delivery service; and
- d) any evidence of unfair or improper practices by the Respondent.

10 Addenda to EOI

Council reserves the right to issue addenda to this EOI at any time.

The issue of addenda will be published in the same way as this EOI was published.

Any addenda that are issued will form part of this EOI.

11 Note to Respondents

In responding to this invitation, the Respondent is deemed to have accepted all of the conditions set out herein.

- a) Council owns and may retain possession of all documents submitted in response to the Request for Expression of Interest.
- b) Council reserves the right to seek clarification in relation to any ambiguity and uncertainty from all or any of the Respondents in relation to their responses.
- c) Council reserves the right to circulate questions and the answers thereto to all other Respondents without disclosing the sources of the questions or revealing the substance of the proposed expression of interest.
- d) Subject to the above, all information submitted by a Respondent will be treated as confidential to the Upper Hunter Shire Council and its consultants.
- e) In no circumstances will Council be liable for any cost, expense, loss, claim, or damage arising out of a Respondent's participation in this EOI process, or any subsequent request for tender or proposal.
- f) The issue of this EOI or the submission of a response does not give rise to any commitment or legal relationship between Council and a Respondent.

From the expressions of interest received, it is intended that a short list of potential joint venture participants will be selected to receive an invitation to submit a proposal, and that selection decision is at the absolute discretion of Council.

Respondents will be notified of the outcome of the expression of interest process as soon as practicable after evaluation is complete.

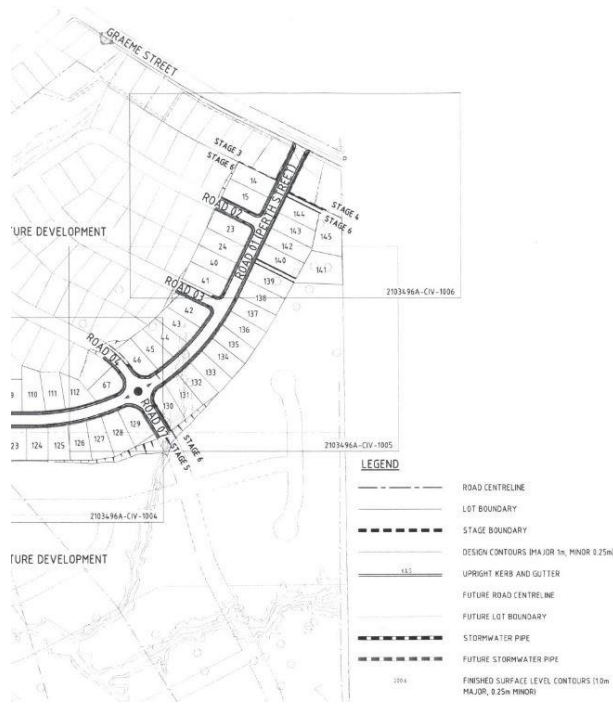
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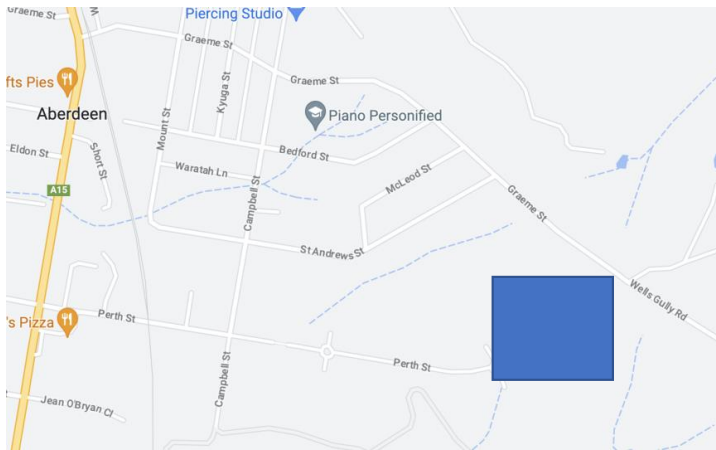
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APPENDIX A: LOCATION OF PROPERTY AND DETAILS



Lot 35 DP 1184486 Perth Street, Aberdeen

Figure 1: Subject Lot Details and Plan



Locality Plan

Figure 2: Locality Plan

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APPENDIX B: RESPONSE FORM AND DECLARATION

Respondent's Name:	
Australian Business Number (A.B.N.)	DUNS Number:
Date when Business Commenced Operation:	
Business Address/Addresses: _____ _____	
Postal Address: _____ _____	
Telephone Number(s):	
Facsimile Number:	e-mail address:

DECLARATION BY RESPONDENT

<p>I have noted and accept all the conditions contained in this Request for Expressions of Interest including the Disclaimer concerning the Information therein.</p> <p>I am interested in joining in a joint venture with the Upper Hunter Shire Council to develop the subject property. I declare that the particulars shown herein are true and correct in every detail and all required information has been supplied.</p>
<p>Date: _____</p> <p>Signed for the Respondent by: _____</p> <p>In the Officer Bearer capacity of: _____</p> <p>Name (IN BLOCK LETTERS): _____</p>
<p>CONTACT DETAILS</p> <p>Contact for Further Information: (Name, Position, Phone and Fax numbers (including Mobile), and e- mail address)</p>

APPENDIX C: EVALUTION CRITERION AND WEIGHTINGS

EVALUATION CRITERION	INFORMATION REQUIRED FROM RESPONDENTS	WEIGHTING
Compliance	<p>Respondents are required to complete all information in Appendix B pertaining to company/ corporate information.</p> <p>Respondents are to complete and sign the Declaration Statement in Appendix B</p>	5%
<p>Experience</p> <p>The extent to which a respondent can demonstrate that it is an established and stable business with relevant experience in successfully completing large development projects, including profitable sales of completed lots.</p>	<p>Respondents are required to provide evidence of their legal identity either by providing a copy of an official document such as company registration and names of office bearers issued by the Australian Securities and Investments Commission or a statement confirming the legal identity signed by a practicing solicitor. Council does not contract with entities such as a business name, trust, or firm trading under a trust arrangement.</p> <p>Respondents are to provide details of at least similar sized residential development projects completed within the last five years, including identification and explanation of variations between the estimated and completed project cost and any added value for money achieved on those projects.</p> <p>Respondents should provide material demonstrating their sensitivity to environmental issues and heritage preservation (where necessary); their ability and experience in coordinating planning teams involving a range of professionals; and their aptitude in forming effective working relationships with local planning authorities and statutory bodies and approving authorities.</p> <p>Respondents are to nominate and provide contact details for at least three high level (senior management) referees who can verify or provide information from a client perspective regarding previous experience with the respondent's development work as to co-operation, quality, and overall performance including timely completion.</p> <p>Respondents should advise Council of any industry or professional association awards that support their claims to excellence.</p>	50%

<p><u>Innovation and Partnering</u></p> <p>The extent to which a respondent can demonstrate its innovative capacity for development innovation and originality, and its understanding of, and affinity for, operating transparently and effectively as a member of a joint venture or similar partnering arrangement.</p>	<p>Respondents should provide a list of all Directors, Partners, and Senior Executives, show their relevant experience and ownership interest, and indicate any relevant cross- directorships that could potentially either support or be in conflict with a joint venture relationship with Council. Respondents should also provide a list of former directors/executives who have left in the past 12 months and their reasons for leaving.</p> <p>Respondents should provide details of their governance arrangements and risk management policies, including details of current and relevant insurance coverage. Policy details should include the type of policy, the name of the insurer, the amount of cover and the expiry date as a minimum.</p> <p>Respondents should provide examples (and referee details) of working in a non-adversarial and collaborative manner in a “partnering” arrangement and indicate whether their financial systems would be appropriate for an “open book” approach, noting that the availability of information to Parliament, taxpayers, and other stakeholders on the use of government resources must be maintained by and in respect to any joint venture established.</p> <p>Respondents should also provide:</p> <ul style="list-style-type: none"> • evidence of organisational commitment to innovation, including at least three examples of (relevant) process improvement introduced over the past three years; and • a very broad outline approach to the development, describing innovative elements that might be applied not only to development but also to relationships with Council. 	<p style="text-align: center;">10%</p>
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EVALUATION CRITERION	INFORMATION REQUIRED FROM RESPONDENTS	WEIGHTING
<p><u>Personnel</u></p> <p>The extent to which a respondent can demonstrate that its management team and employees have the necessary competencies, experience, continuity, and flexibility to undertake significant development projects.</p>	<p>Respondents should provide an organisational chart of management structure showing lines of responsibility.</p> <p>The qualifications and accomplishments of the Respondent's senior management should be noted along with a brief description of their career paths both inside and outside the company.</p> <p>Respondents should list senior staff prospectively to be involved in the joint venture, showing their qualifications and experience, including any membership of relevant professional associations, and providing details of current and anticipated project commitments.</p>	<p>5%</p>
<p><u>Financial Strength</u></p> <p>The extent to which a respondent can demonstrate that its financial strength, capital commitments, borrowing arrangements, profitability and contingency funding arrangements are adequate to finance the capital contribution and operational funding requirements of the proposed joint venture.</p>	<p>Respondents are required to submit Financial Statements (Profit & Loss Statement and Balance Sheet) plus audit reports (if audited) for the last three financial years - including notes to the financial accounts and revenue projections - for a formal financial assessment, which may be carried out by independent consultants employed by Council.</p> <p>The financial information provided is to be in respect of the legal entity that is the respondent, but corporate relationships that may be relevant should be stated. When the respondent is a subsidiary, the information provided is to be in respect of the Subsidiary and not its Holding Company.</p> <p>Respondents must identify the nature and potential impact on its future operations of any significant current litigation that it is involved in, including investigation of possible fraud.</p>	<p>30%</p>

APPENDIX D: TERMS AND CONDITIONS OF ENGAGEMENT

1. INTERPRETATION

1.1 In these Terms of Engagement for Consultants (**Conditions**) unless the context otherwise requires:

"**Agreement**" (or "**Contract**") means the written agreement between the Principal and the Service Provider, dated, together with the documents referred there to in;

"**Contract Sum**" (or "**Service Fee**") means the lump sum in Australian Dollars set out or calculated in accordance with service rates or expenses stated in the Contract Schedule - 'Schedule – Tender Price' ;

"**Contract Term**" means the initial term of the Agreement and any period for which the operation of the Agreement is extended;

"**Day**" means business day, that is not Saturday or Sunday or public holiday for the Principal's employees;

"**Information**" means all information, including documents or data however held, stored, or recorded, drawings, plans, specifications, calculations, reports, models, concepts, source codes, files, computerised data, or photographic recordings, audio- or audio-visual recordings;

"**Intellectual Property**" includes all proprietary rights in relation to Information including copyright and neighbouring rights and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

"**Moral Rights**" means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, in the Agreement.

"**Principal**" means the Council;

"**Principal's Representative**" means the person appointed by the Principal for the management of the Agreement;

"**Service**" means the obligations to be performed by the Service Provider in accordance with the Agreement and includes, but is not limited to, the provision of professional services, the supply of any materials related to these services and all other things required to be carried out by the Agreement;

"**Service Provider**" (or "**Consultant**") means the person bound to carry out and complete the Service and includes his executors, administrators, successors and permitted assigns of that party;

1.2 In these Conditions and any Agreement, unless a contrary intention appears, a reference to:

- (a) a person includes an individual, a corporation, partnership, joint venture, governments, local government authorities and agencies;
- (b) a Special Condition of Contract, Schedule or Annexure is a reference to a Special Condition of Contract, Schedule, or Annexure to the Contract and each of them forms part of the Agreement;

(c) a party to the Agreement includes the executors, administrators, successors and permitted assigns of that party.

1.3 In these Conditions clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.4 If a party to the Agreement consists of more than one person, those persons shall be bound jointly and severally.

1.5 Except as provided at law or elsewhere in the Agreement, none of the terms of the Agreement shall be varied, waived, discharged, or released except with the prior written consent of the Principal.

2. GOVERNING LAW

The Agreement shall be subject to and construed in accordance with the laws, Acts and other prescribed rules applying in the State of New South Wales.

3. STATUTORY & OTHER REQUIREMENTS

The Service Provider must comply with the requirements of all legislation of the Parliament of New South Wales and the Parliament of the Commonwealth of Australia, all relevant Australian Standards and with the lawful requirements of public and other authorities in any way affecting or applicable to the performance of its obligations.

4. PRINCIPAL'S OBLIGATIONS

The Principal, through the Principal's Representative must give to the Service Provider timely directions, instructions, decisions and information including any approvals the Principal is required to obtain. These directions, instructions, decision, and information must be confirmed in writing.

5. RELATIONSHIP WITH PRINCIPAL

The Service Provider must not act outside the scope of the authority conferred on it by this Agreement.

The Service Provider must take upon itself the whole risk of performing its obligations under the Agreement. The Service Provider must also comply with every and all reasonable and lawful direction of the Principal's Representative.

The Service Provider must use all reasonable efforts to inform itself of the requirements of the Principal and must regularly liaise with the Principal's Representative on progress and outcomes during the term of the Agreement.

The Service Provider shall have the status of an independent contractor and is not an employee of the Principal. The Service Provider shall not be entitled to any benefits that might apply to an employee of the Principal and shall be responsible for any legal entitlements relating to worker's compensation, payroll tax and superannuation.

6. DIRECTIONS & VARIATIONS

Unless otherwise provided, any notice to be given may be given by hand, facsimile, e-mail, or by pre-paid post addressed to the Principal or Service Provider at its stated address.

The Principal may, by written notice, direct the Service Provider to vary the Service. Any variation in the fee payable to the Service Provider as a consequence of a direction issued under this Clause shall be agreed between the Principal and the Service Provider.

Unless otherwise agreed, the value of a variation shall be determined using the service rates and expenses which form the basis of the Contract Sum. If the Contract Sum is a lump sum, then reasonable rates and expenses shall apply.

7. DISCREPANCIES IN INFORMATION

The Service Provider must as soon as practicable give written notice to the Principal's Representative if information and particulars made available to it are inadequate or contain errors.

8. SUB-CONTRACTING OR ASSIGNMENT

The Service Provider must not without the prior written approval of the Principal's Representative subcontract or assign any performance of rights or obligations under the Agreement. In giving approval the Principal may impose such terms and conditions as deemed necessary.

9. CONFLICT OF INTEREST

The Service Provider warrants that it does not hold any office or possess any property, is not engaged in any business, trade or calling and does not have any obligations by virtue of any contract or any family relationship whereby, directly, or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this Agreement.

The Service Provider must inform the Principal of any matter which may give rise to an actual or potential conflict of interest at any time during the term or the duration and any extension beyond the term of the Agreement and the Principal may regard a conflict of interest as a breach of a fundamental term of the Agreement and may elect to terminate the Agreement.

10. STANDARD OF CARE

The Service Provider must perform all its obligations required by the Agreement in a diligent manner and to the standard of skill and care expected of a competent Service Provider.

The Principal reserves the right to qualify or not accept any conclusions or recommendations made by the Service Provider under this Agreement.

11. PERSONNEL

The Service Provider warrants that all personnel engaged by it are appropriately qualified, competent, and experienced in the provision of the type of activities connected with the Agreement.

The Service Provider shall reasonably ensure that the personnel nominated in 'Schedule – Management & Staff Resources' are engaged throughout the entire period of the Agreement.

The Principal may direct the Service Provider to immediately and permanently remove from any activity connected with the Agreement any person who in the opinion of the Principal's Representative is incompetent, negligent, or otherwise unacceptable.

12. REPORTS & INFORMATION

The Service Provider must provide the Principal's Representative with written reports or information on any aspects of the Agreement when requested.

Any Information that is produced or reproduced in an electronic format, the consultant must deliver it to the Principal in a format approved by the Principal.

13. DELAYS & EXTENSION OF TIME

The Service Provider shall proceed with the work under the Agreement with due expedition and without delay. When it becomes evident to a party that anything, including an act or omission by another party, may delay carrying out the Service, that party shall notify the other party as soon as practical in writing with details of the possible delay and the cause.

If the Service Provider is or will be delayed in carrying out the Service by a cause beyond the reasonable control of the Service Provider, the time for carrying out the Service shall be extended by the extent of the delay.

The Principal may, at any time, by written notice to the Service Provider extend the time for carrying out the Service for any reason.

Nothing in this Clause shall:

- (a) oblige the Principal to pay extra costs for delay or disruption which have already been included in the value of a variation or any other payment under the Agreement; or
- (b) limit the Principal's liability for damages for breach of the Agreement.

14. PAYMENT

14.1 Costs, Fees, and Expenses

The Contract Sum (or Service Fee) is inclusive of all expenses of the Service Provider, including fees, disbursements, provisional sums, and taxes, all of which shall be paid by the Service Provider. Unless otherwise provided, no payment will be made for travelling in relation to the Service.

Fees and expenses shall not be subject to price variation (rise & fall) unless otherwise provided in the Agreement.

14.2 Claims for Payment

The Service Provider must provide the Principal's Representative with a payment claim in the form of a valid tax invoice or adjustment note, in respect of the Service performed and accepted.

If the Service Provider fails to provide an ABN on any tax invoice or adjustment note, the Principal may be required to withhold from the payment an amount of tax calculated in accordance with the relevant taxation act or regulation.

14.3 Time for Payment

The Principal shall pay to the Service Provider the invoiced amount within 25 Days of the receipt of a payment claim if the claim is certified by the Principal's Representative as being correct.

14.4 Disputed Claims

If the Principal's Representative disputes the payment claim amount, the amount the Principal's Representative believes is due for payment shall be paid by the Principal and the liability for payment of the balance of the amount shall be determined in accordance with the provisions of the Agreement.

14.5 Payments on Account

Any payment is not evidence of any value or an admission of liability or that the Service is satisfactory but is a payment on account only; nor shall it amount to a waiver of any right or action, which the Principal may have at any time against the Service Provider.

15. TERMINATION**15.1 Termination by the Principal – Default of the Service Provider**

Without prejudice to any other rights, the Principal reserves the right to terminate the Agreement.

- (a) if the Service Provider commits a substantial breach of the Agreement, including:
 - (i) failure to carry out the Agreement at all, or within the time specified, or at a reasonable quality.
 - (ii) failure to carry out a reasonable direction of the Principal's Representative
- (b) if the Service Provider becomes bankrupt or makes any arrangements with its creditors or being a Company, which goes into liquidation or has a receiver or administrator appointed.

The Principal's Representative must in writing specify the breach and ask the Service Provider to give reasons why the Principal should not take further action. The Service Provider must respond within 5 Days of receiving the notice and if it fails to respond, the Principal's Representative may immediately refuse acceptance of the Service, decline to accept any further Service, take over the uncompleted Service, suspend payments due and have the Agreement completed by others; or immediately terminate the Agreement in writing by itself or through the Principal's Representative

Termination by the Principal will not release the Service Provider from liability in respect of any obligation relating to this Agreement. Any shortfall in costs whatsoever shall be a debt due from the Service Provider to the Principal.

15.2 Termination – Frustration, Convenience

The Agreement may be terminated at any time by mutual agreement or if, under the law governing the Agreement, the Agreement is frustrated. Furthermore, the Principal may, for its convenience and without the need to give reasons, also terminate the Agreement at any time. In whichever case, the Principal must give a written notice to the Service Provider. The Service Provider must, on receipt of such notice, immediately cease all activities under the Agreement and take all appropriate action to mitigate any loss or prevent further costs being incurred. The Principal must pay the reasonable fees and expenses of the Service Provider for the extent of the Service performed based upon agreed service rates to the earlier of:

- (a) the date of cessation; or
- (b) the date that the Service Provider was required to cease work.

In no circumstances must the Contract Sum payable for the terminated Service include any loss of prospective profits or exceed the Contract Sum that would have been paid had the Agreement been completed.

15.3 Termination by the Service Provider

If the Principal fails to:

- (a) pay the Service Provider in accordance with this Agreement; or
- (b) issue instructions required.

The Service Provider must in writing specify the breach and ask the Principal to give reasons why the Service Provider should not take further action. The Principal must respond within 5 Days of receiving the notice and if it fails to respond the Service Provider may terminate the Agreement.

16. CONFIDENTIALITY & PRIVACY

The Service Provider its employees, agents, directors, partners, shareholders, or Property Development Partners must not disclose to any third party, any Information including by way of media interviews or releases relating to the Principal or the affairs of others which may have come to its or their knowledge as a result of the Agreement.

The Service Provider shall not issue any Information, publication, document, or article for publication concerning any aspect of the Agreement in any media without prior approval of the Principal, which approval shall not be unreasonably withheld. The Service Provider shall refer to the Principal any enquiries concerning any aspect of the Agreement from any media.

The Service Provider agrees to comply with the provisions of the Privacy & Personal Information Protection Act 1998, as if it were included in the definition of 'public sector agency' under that Act, the Privacy Code of Practice for Local Government, and the Principal's Privacy Management Plan.

17. INTELLECTUAL PROPERTY

The Service Provider warrants that it is entitled to use any Intellectual Property which may be used by it in connection with this Agreement. The Service Provider indemnifies and must at all times keep the Principal indemnified against any action, claim, suit, or demand, including a claim, suit, or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the scope of activities under the Agreement.

The Service Provider grants to the Principal a non-exclusive licence to use the Service Provider's Intellectual Property rights in relation to the Service and must execute an agreement giving effect to this sub-clause if requested by the Principal's Representative.

The ownership of all Intellectual Property in all Information created under this Agreement shall vest with the Principal. The Service Provider must assign ownership of all Intellectual Property rights to the Principal and will ensure that its employees, subcontractors, and agents execute all documents necessary to assign such rights to the Principal.

To the extent permitted by law, if the Service Provider is the owner of the Moral Rights in the Intellectual Property referred to in this clause, the Service Provider unconditionally and irrevocably:

- (a) Consents to any act or omission that would otherwise infringe its Moral Rights in that Intellectual Property, including any act or omission that may have taken place before this consent,
- (b) Waives all of its Moral Rights in that Intellectual Property,

for the benefit of the Principal, its licensees, successors in title and anyone authorised by any of them to do acts permitted under the terms of this Agreement.

18. INDEMNITY

The Service Provider indemnifies the Principal, its servants, and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance by the Service Provider of the Agreement including:

- (a) any negligence, wrongful act, or omission of the Service Provider or of any other persons for whose acts or

- omissions the Service Provider is liable; and/or
- (b) death or injury to any person or loss of or damage to any property; and/or
 - (c) any breach of a third party's Intellectual Property Rights; and/or
 - (d) any breach of the Agreement by the Service Provider; and/or
 - (e) any action, claim or demand from liability brought against the Principal in connection with a breach by the Service Provider of the WH&S Act and associated legislation (so far as it is permissible at law).

The Service Provider's liability to indemnify the Principal is reduced proportionally to the extent that an action or omission of the Principal or employees or agents (other than the Service Provider) of the Principal may have contributed to the injury, damage, or loss.

19. INSURANCE

Before commencing the Agreement, the Service Provider must effect and maintain the insurance policies nominated in the "Schedule – Insurances". The Service Provider must ensure that all sub-contracted Property Development Partners are similarly insured. The Principal's Representative may at any time require proof that these insurances have been effected and are being maintained. The Service Provider must keep current during the contract term, policies of insurances stated in the Schedule – Insurances:

- (a) public liability - in respect of any one occurrence, \$20,000,000 but unlimited in the aggregate;
- (b) Accident insurance - Complying with the Workers Compensation Act 1987. Alternatively, where the Service Provider has no employees, insurance for personal accident and illness providing:
 - (i) Weekly benefits of at least 75% of weekly income; (ii) Death benefits of at least \$250,000; (iii) Minimum benefit period of 24 months.
- (c) professional indemnity insurance - a limit for any one claim of \$10,000,000 unless otherwise stated by the Principal.

20. SAFETY MANAGEMENT

The Service Provider must comply with the current WH&S legislation and the Principal's Site safety requirements.

If the Service involves any Site work or the use of major equipment, then the Principal's Safety Management requirements shall apply.

21. DISPUTES

In the event of any dispute arising between the Principal and the Service Provider that cannot be resolved by negotiation, the Principal shall nominate a formal dispute resolution process to be followed by the parties.

The Service Provider must continue to perform its obligations under the Agreement notwithstanding the existence of a dispute.

22. WAIVER

A waiver by either party in respect of any breach of a condition or provision of this Agreement shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision.

23. SURVIVING OBLIGATIONS

The obligations of the Service Provider under the Clauses on Confidentiality & Privacy, Intellectual Property, Indemnity, and Insurance shall be of a continuing nature and shall survive the termination or expiration of this Agreement.



REQUEST FOR
EXPRESSIONS OF INTEREST

EOI Number 0004

**FORMATION OF A JOINT VENTURE WITH UPPER
HUNTER SHIRE COUNCIL TO DEVELOP PROPERTY at
7 SURMAN STREET (LOT 31 DP 1194098), SCONE**

Residential Property Development

DISCLAIMER

Each respondent, by lodging an Expression of Interest in response to this document, will be deemed to acknowledge and accept that in respect of the information set out in this Request for Expressions of Interest and any other information ("the Information") provided at any time to the Respondent by the Upper Hunter Shire Council (Council):

- a) it is aware that the Information is not guaranteed with respect to accuracy or completeness and that Council accepts no responsibility for the Information, or any interpretation or reliance placed on the Information.
- b) it is aware that neither the Upper Hunter Shire Council nor any of its employees, officers or agents is liable for loss of any kind including damages, costs, interests, loss of profits or special loss or damage arising from any inaccuracy or incompleteness in the Information.
- c) it has made its own independent evaluation of the suitability of the Information for the purpose of submitting its Expression of Interest prior to using the Information; and
- d) no representation or warranty (express or implied) has been made by the Upper Hunter Shire Council (or anyone on its behalf) to the respondent that:
 - a. the information is suitable for the purpose of submitting its Expression of Interest; or reasonable care has been taken in preparing the Information.

Respondents must carefully and thoroughly consider and check the Information and are requested to notify Council in writing of any errors, ambiguities, discrepancies, inconsistencies, or omissions in the Information.

Council shall not be liable for any such error, ambiguity, discrepancy, inconsistency, or omission.

Key Dates:

EOI to Market (Tenderlink)	15/05/2023
Question Period Closes	02/06/2023 4:00 pm
Submissions Due	09/062023 4:00 pm

See Paragraph 9 re late submissions

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REQUEST FOR EXPRESSIONS OF INTEREST

Expressions of interest are invited from suitably experienced and financially sound companies or consortia to enter into a joint venture with the Upper Hunter Shire Council (Council) to undertake all work necessary to develop 7 Surman Street, Scone.

This Expression of Interest is numbered EOI-0004

Enquiries regarding this invitation should be directed to:

Mr. Wayne Phelps
Finance Manager
Upper Hunter Shire Council
Ph: 02 6540 1160
Fax: 02 6545 2671
Mob: 0417 366 615
Email: waynephelps@upperhuntershire.gov.au

NOTE: further detailed information regarding profit share, planning documents, etc will be provided at the Tender Phase.

This EOI closes at **4:00pm on Friday 9 June 2023**. Completed EOI's shall be submitted via [Tenderlink](#) and two (2) hard copies are to be submitted to:

Upper Hunter Shire Council
135 Liverpool Street
Scone NSW 2337

EOI documents should be marked:

Expression of Interest Number **EOI 0004: Surman Street**
Att: Wayne Phelps

marked **CONFIDENTIAL**

1 Background

Council owns the subject property which is adjacent the Scone Medical Centre and opposite the historic Airlie House accommodation complex. The property is approximately 1,400 square metres in area and is occupied by a weatherboard house of approximately 180 square metres, plus outbuildings. The property is located within walking distance of the CBD and less than 1 km from Scone Railway Station.

Council is seeking to engage with qualified respondents in a Joint Venture to develop the site to its highest and best use in accordance with Paragraph 2, "Scope of Work". The first, and most critical step in the process is to ascertain market interest in joint venturing with Council in such development.

Council is seeking to limit both the calendar time and the resources expended in reaching a decision and selecting a JV partner. Upon short listing of capable respondents, it is intended to request formal proposals via a closed tender process from shortlisted respondents who Council have adjudged to have the capability of performing the development task with comparatively least risk. The shortlisting process will be based on comparative evaluation of responses against the criteria in Paragraph 8.

2 General Scope of Work

Scope of Works

Council believes that this site could be developed with 12 units (2 storeys of 6 units) or 6 townhouses. Council is seeking the respondent's expert advice on the maximum number of units that can be developed on the site, whilst acknowledge Council's current planning restrictions and requirements.

The scope of works includes:-

- Design and construction of units or townhouses with sufficient private and common area space.
- Landscaping and paving consistent with Council Planning requirements.
- Retaining of any existing trees on site as Council determines.

This development will require demolition of the existing residence. It should be noted that the existing building is of an age where significant asbestos would have been used in construction. Respondents should allow for approved removal and disposal of hazardous waste material as well as an allowance for site remediation.

Respondents must make themselves aware of any heritage conservation requirements, height requirements, flood levels, sewerage and water locations and easements (if any). Respondents should, if practicable, undertake a site visit to familiarise themselves with the property.

In order to prequalify, Respondents must show that they have a proven track record of housing development and can provide the relevant infrastructure to support the development.

Commencement timing of the joint venture arrangement and its development work cannot yet be determined.

3 Project Objective

Council has two basic project objectives:

1. to develop the property in a way that optimises value for money for both the Council and the developer in keeping with community expectations for the area.
2. to enable the growth of properties for residential stock in the Shire to assist with NSW Government's and the Council's housing targets and ease accommodation pressures.

4 Financial Objectives

Council's financial objective is to engage with the successful respondent on a Profit-Share basis, driven by a

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value capture model on the unearned incremental component of the land value increase, derived through a residual land value analysis performed by a valuer agreed to by both parties.

For clarities sake, profit sharing will only apply to the subdivided lots and to building improvements on said lots. Subdivision may take the form on Torrens or Strata title depending on the final development (ie Units or Townhouses). Council will work with the successful tenderer to ensure equitable outcomes.

Council, on behalf of the community will seek a profit-share of 50% less any additional costs (including Section 94 Contributions) the developer may incur realising the increased value. Note: additional costs DO NOT include the developer's cost of performing actual subdivision works (ie.Civil and Construction works)

Respondent is to consider whether the development should be on sold as individual tenancies or leased to the market and provide Council with a lease/ own analysis.

5 Purpose of this Document

The purpose of this EOI request is to:

- a) formally advise the market of the project and the outcome(s) that Council seeks to have delivered.
- b) communicate to the market the evaluation criteria and procedures that will be followed to derive a shortlist of (Respondents) who might then be invited to submit a proposal via closed tender for a joint venture; and
- c) confirm the level of market interest in the project and obtain expressions of interest in the project from the Respondents so that a short list of capable entities can be compiled for the next stage.

Note: Capable respondents will be notified of future joint venture development projects in the Shire.

6 Rights of Council

Council reserves the right, in its sole discretion, at any time to:

- a) vary the scope of the project.
- b) alter or amend this EOI request and/or the process outlined in it upon giving recipients of the request reasonable written notice of such alteration or amendment.
- c) suspend or terminate this EOI request or the process outlined in it.
- d) accept or reject any late response received.
- e) accept or reject any response whether or not it complies with this EOI request.
- f) require additional information or clarification from any Respondent or anyone else or provide additional information or clarification.
- g) call for new expressions of interest.

7 Intellectual Property

Such intellectual property rights as may exist in a response will remain the property of the Respondent.

The Respondent licenses the Council, its officers, employees, agents, and advisers to copy, adapt, modify, disclose, or do anything else necessary (in the Authority's sole discretion) to all material (including that which contains intellectual property rights of the Respondent or any other person) contained in the response for:

- a) evaluating/clarifying the response.
- b) evaluating any subsequent proposal.

- c) negotiating any resultant agreement with the Respondent; and
- d) anything else related to this EOI request process, including for audit purposes or reporting purposes.

8 Evaluation Criteria

Responses to this invitation should specifically address all of the following criteria, against which responses will be evaluated, including by independent consultants employed by Council:

1. **Experience:** *the extent to which a Respondent can demonstrate that it is an established and stable business with relevant experience in successfully completing housing development projects including profitable sales of the completed lots/ units.*
2. **Innovation and partnering:** *the extent to which a Respondent can demonstrate its capacity for development innovation and originality, and its understanding of, and affinity for, operating transparently and effectively as a member of a joint venture or similar partnering arrangement.*
3. **Personnel:** *the extent to which a Respondent can demonstrate that its management team and employees have the necessary competencies, experience, continuity, and flexibility to undertake significant development projects.*
4. **Financial strength:** *the extent to which a Respondent can demonstrate that its financial strength, capital commitments, borrowing arrangements, profitability and contingency funding arrangements are adequate to finance the capital contribution and operational funding requirements of the proposed joint venture.*

Details of the information required against each criterion from the Respondents in order to evaluate their claims is contained in **Appendix C**.

Respondents who do not provide all requested information may be considered non-conforming and their response rejected.

Council may obtain independent reports of a Respondent's financial and legal standing and use the results of those enquiries in the evaluation process. Council undertakes to treat such reports with the same degree of security as afforded to the information and documents tendered in response to this EOI request.

9 How to Respond to this EOI

Respondents who are interested in joining Council in this joint venture are required to complete fully and return the Response Form and Declaration at Appendix B and provide all the information listed in Appendix C.

Lodgment of responses to this EOI will be evidence of the Respondent's agreement to comply with the Terms and Conditions imposed by Council (refer Appendix D).

Responses are to be lodged on [Tenderlink](#) or in Council's Tender Box located at 135 Liverpool Street, Scone NSW 2337. The closing time for lodgment of responses is **Friday 4 pm AEST on 9 June 2023**

Responses not lodged in the above tender box or with [Tenderlink](#) by the Closing Time may not be accepted. A late response will only be admitted to the evaluation process at the absolute discretion of

Council. Council may consider factors such as, without limitation:

- a) whether the late response is likely to have given the Respondent an opportunity to obtain some unfair advantage from late submission.
- b) how late the response is, the reasons for the lateness and any evidence available to support the reasons.

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- c) whether the response was mishandled by Council, an official postal service, or a reputable delivery service; and
- d) any evidence of unfair or improper practices by the Respondent.

10 Addenda to EOI

Council reserves the right to issue addenda to this EOI at any time.

The issue of addenda will be published in the same way as this EOI was published.

Any addenda that are issued will form part of this EOI.

11 Note to Respondents

In responding to this invitation, the Respondent is deemed to have accepted all of the conditions set out herein.

- a) Council owns and may retain possession of all documents submitted in response to the Request for Expression of Interest.
- b) Council reserves the right to seek clarification in relation to any ambiguity and uncertainty from all or any of the Respondents in relation to their responses.
- c) Council reserves the right to circulate questions and the answers thereto to all other Respondents without disclosing the sources of the questions or revealing the substance of the proposed expression of interest.
- d) Subject to the above, all information submitted by a Respondent will be treated as confidential to the Upper Hunter Shire Council and its consultants.
- e) In no circumstances will Council be liable for any cost, expense, loss, claim, or damage arising out of a Respondent's participation in this EOI process, or any subsequent request for tender or proposal.
- f) The issue of this EOI or the submission of a response does not give rise to any commitment or legal relationship between Council and a Respondent.

From the expressions of interest received, it is intended that a short list of potential joint venture participants will be selected to receive an invitation to submit a proposal, and that selection decision is at the absolute discretion of Council.

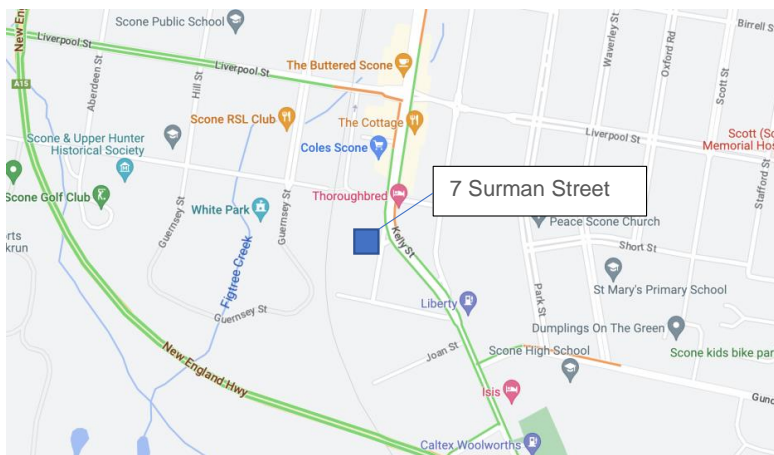
Respondents will be notified of the outcome of the expression of interest process as soon as practicable after evaluation is complete.

APPENDIX A: LOCATION OF PROPERTY AND DETAILS



Lot 31 DP 1194098, 7 Surman Street Scone

Figure 1: Subject Lot Details and Plan



Locality Plan

Figure 2: Locality Plan

APPENDIX B: RESPONSE FORM AND DECLARATION

Respondent's Name:	
Australian Business Number (A.B.N.)	DUNS Number:
Date when Business Commenced Operation:	
Business Address/Addresses: _____ _____	
Postal Address: _____ _____	
Telephone Number(s):	
Facsimile Number:	e-mail address:

DECLARATION BY RESPONDENT

<p>I have noted and accept all the conditions contained in this Request for Expressions of Interest including the Disclaimer concerning the Information therein.</p> <p>I am interested in joining in a joint venture with the Upper Hunter Shire Council to develop the subject property. I declare that the particulars shown herein are true and correct in every detail and all required information has been supplied.</p>
<p>Date: _____</p> <p>Signed for the Respondent by: _____</p> <p>In the Officer Bearer capacity of: _____</p> <p>Name (<i>IN BLOCK LETTERS</i>): _____</p>
<p>CONTACT DETAILS</p> <p>Contact for Further Information: (Name, Position, Phone and Fax numbers (including Mobile), and e- mail address)</p>

APPENDIX C: EVALUTION CRITERION AND WEIGHTINGS

EVALUATION CRITERION	INFORMATION REQUIRED FROM RESPONDENTS	WEIGHTING
<u>Compliance</u>	<p>Respondents are required to complete all information in Appendix B pertaining to company/ corporate information.</p> <p>Respondents are to complete and sign the Declaration Statement in Appendix B</p>	5%
<u>Experience</u> The extent to which a respondent can demonstrate that it is an established and stable business with relevant experience in successfully completing large development projects, including profitable sales of completed lots.	<p>Respondents are required to provide evidence of their legal identity either by providing a copy of an official document such as company registration and names of office bearers issued by the Australian Securities and Investments Commission or a statement confirming the legal identity signed by a practicing solicitor. Council does not contract with entities such as a business name, trust, or firm trading under a trust arrangement.</p> <p>Respondents are to provide details of at least similar sized residential development projects completed within the last five years, including identification and explanation of variations between the estimated and completed project cost and any added value for money achieved on those projects.</p> <p>Respondents should provide material demonstrating their sensitivity to environmental issues and heritage preservation (where necessary); their ability and experience in coordinating planning teams involving a range of professionals; and their aptitude in forming effective working relationships with local planning authorities and statutory bodies and approving authorities.</p> <p>Respondents are to nominate and provide contact details for at least three high level (senior management) referees who can verify or provide information, from a client perspective ,regarding previous experience with the respondent's development work as to co-operation, quality, and overall performance including timely completion.</p> <p>Respondents should advise Council of any industry or professional association awards that support their claims to excellence.</p>	50%

<p><u>Innovation and Partnering</u></p> <p>The extent to which a respondent can demonstrate its innovative capacity for development innovation and originality, and its understanding of, and affinity for, operating transparently and effectively as a member of a joint venture or similar partnering arrangement.</p>	<p>Respondents should provide a list of all Directors, Partners, and Senior Executives, show their relevant experience and ownership interest, and indicate any relevant cross- directorships that could potentially either support or be in conflict with a joint venture relationship with Council. Respondents should also provide a list of former directors/executives who have left in the past 12 months and their reasons for leaving.</p> <p>Respondents should provide details of their governance arrangements and risk management policies, including details of current and relevant insurance coverage. Policy details should include the type of policy, the name of the insurer, the amount of cover and the expiry date as a minimum.</p> <p>Respondents should provide examples (and referee details) of working in a non-adversarial and collaborative manner in a “partnering” arrangement and indicate whether their financial systems would be appropriate for an “open book” approach, noting that the availability of information to Council, Ratepayers, and other stakeholders on the use of government resources must be maintained by and in respect to any joint venture established.</p> <p>Respondents should also provide:</p> <ul style="list-style-type: none"> • evidence of organisational commitment to innovation, including at least three examples of (relevant) process improvement introduced over the past three years; and • a very broad outline approach to the development, describing innovative elements that might be applied not only to development but also to relationships with Council. 	<p style="text-align: center;">10%</p>
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EVALUATION CRITERION	INFORMATION REQUIRED FROM RESPONDENTS	WEIGHTING
<p><u>Personnel</u></p> <p>The extent to which a respondent can demonstrate that its management team and employees have the necessary competencies, experience, continuity, and flexibility to undertake significant development projects.</p>	<p>Respondents should provide an organisational chart of management structure showing lines of responsibility.</p> <p>The qualifications and accomplishments of the Respondent's senior management should be noted along with a brief description of their career paths both inside and outside the company.</p> <p>Respondents should list senior staff prospectively to be involved in the joint venture, showing their qualifications and experience, including any membership of relevant professional associations, and providing details of current and anticipated project commitments.</p>	5%
<p><u>Financial Strength</u></p> <p>The extent to which a respondent can demonstrate that its financial strength, capital commitments, borrowing arrangements, profitability and contingency funding arrangements are adequate to finance the capital contribution and operational funding requirements of the proposed joint venture.</p>	<p>Respondents are required to submit Financial Statements (Profit & Loss Statement and Balance Sheet) plus audit reports (if audited) for the last three financial years - including notes to the financial accounts and revenue projections - for a formal financial assessment, which may be carried out by independent consultants employed by Council.</p> <p>The financial information provided is to be in respect of the legal entity that is the respondent, but corporate relationships that may be relevant should be stated. When the respondent is a subsidiary, the information provided is to be in respect of the Subsidiary and not its Holding Company.</p> <p>Respondents must identify the nature and potential impact on its future operations of any significant current litigation that it is involved in, including investigation of possible fraud.</p>	30%

APPENDIX D: TERMS AND CONDITIONS OF ENGAGEMENT

1. INTERPRETATION

1.1 In these Terms of Engagement for Consultants (**Conditions**) unless the context otherwise requires:

“**Agreement**” (or “**Contract**”) means the written agreement between the Principal and the Service Provider, dated, together with the documents referred there to in;

“**Contract Sum**” (or “**Service Fee**”) means the lump sum in Australian Dollars set out or calculated in accordance with service rates or expenses stated in the Contract Schedule - ‘Schedule – Tender Price’ ;

“**Contract Term**” means the initial term of the Agreement and any period for which the operation of the Agreement is extended;

“**Day**” means business day, that is not Saturday or Sunday or public holiday for the Principal’s employees;

“**Information**” means all information, including documents or data however held, stored, or recorded, drawings, plans, specifications, calculations, reports, models, concepts, source codes, files, computerised data, or photographic recordings, audio- or audio-visual recordings;

“**Intellectual Property**” includes all proprietary rights in relation to Information including copyright and neighbouring rights and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

“**Moral Rights**” means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, in the Agreement.

“**Principal**” means the Council;

“**Principal’s Representative**” means the person appointed by the Principal for the management of the Agreement;

“**Service**” means the obligations to be performed by the Service Provider in accordance with the Agreement and includes, but is not limited to, the provision of professional services, the supply of any materials related to these services and all other things required to be carried out by the Agreement;

“**Service Provider**” (or “**Consultant**”) means the person bound to carry out and complete the Service and includes his executors, administrators, successors and permitted assigns of that party;

1.2 In these Conditions and any Agreement, unless a contrary intention appears, a reference to:

- (a) a person includes an individual, a corporation, partnership, joint venture, governments, local government authorities and agencies;
- (b) a Special Condition of Contract, Schedule or Annexure is a reference to a Special Condition of Contract, Schedule, or Annexure to the Contract and each of them forms part of the Agreement;

- (c) a party to the Agreement includes the executors, administrators, successors and permitted assigns of that party.

1.3 In these Conditions clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.4 If a party to the Agreement consists of more than one person, those persons shall be bound jointly and severally.

1.5 Except as provided at law or elsewhere in the Agreement, none of the terms of the Agreement shall be varied, waived, discharged, or released except with the prior written consent of the Principal.

2. GOVERNING LAW

The Agreement shall be subject to and construed in accordance with the laws, Acts and other prescribed rules applying in the State of New South Wales.

3. STATUTORY & OTHER REQUIREMENTS

The Service Provider must comply with the requirements of all legislation of the Parliament of New South Wales and the Parliament of the Commonwealth of Australia, all relevant Australian Standards and with the lawful requirements of public and other authorities in any way affecting or applicable to the performance of its obligations.

4. PRINCIPAL’S OBLIGATIONS

The Principal, through the Principal’s Representative must give to the Service Provider timely directions, instructions, decisions and information including any approvals the Principal is required to obtain. These directions, instructions, decision, and information must be confirmed in writing.

5. RELATIONSHIP WITH PRINCIPAL

The Service Provider must not act outside the scope of the authority conferred on it by this Agreement.

The Service Provider must take upon itself the whole risk of performing its obligations under the Agreement. The Service Provider must also comply with every and all reasonable and lawful direction of the Principal’s Representative.

The Service Provider must use all reasonable efforts to inform itself of the requirements of the Principal and must regularly liaise with the Principal’s Representative on progress and outcomes during the term of the Agreement.

The Service Provider shall have the status of an independent contractor and is not an employee of the Principal. The Service Provider shall not be entitled to any benefits that might apply to an employee of the Principal and shall be responsible for any legal entitlements relating to worker’s compensation, payroll tax and superannuation.

6. DIRECTIONS & VARIATIONS

Unless otherwise provided, any notice to be given may be given by hand, facsimile, e-mail, or by pre-paid post addressed to the Principal or Service Provider at its stated address.

The Principal may, by written notice, direct the Service Provider to vary the Service. Any variation in the fee payable to the Service Provider as a consequence of a direction issued under this Clause shall be agreed between the Principal and the Service Provider.

Unless otherwise agreed, the value of a variation shall be determined using the service rates and expenses which form the basis of the Contract Sum. If the Contract Sum is a lump sum, then reasonable rates and expenses shall apply.

7. DISCREPANCIES IN INFORMATION

The Service Provider must as soon as practicable give written notice to the Principal's Representative if information and particulars made available to it are inadequate or contain errors.

8. SUB-CONTRACTING OR ASSIGNMENT

The Service Provider must not without the prior written approval of the Principal's Representative subcontract or assign any performance of rights or obligations under the Agreement. In giving approval the Principal may impose such terms and conditions as deemed necessary.

9. CONFLICT OF INTEREST

The Service Provider warrants that it does not hold any office or possess any property, is not engaged in any business, trade or calling and does not have any obligations by virtue of any contract or any family relationship whereby, directly, or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this Agreement.

The Service Provider must inform the Principal of any matter which may give rise to an actual or potential conflict of interest at any time during the term or the duration and any extension beyond the term of the Agreement and the Principal may regard a conflict of interest as a breach of a fundamental term of the Agreement and may elect to terminate the Agreement.

10. STANDARD OF CARE

The Service Provider must perform all its obligations required by the Agreement in a diligent manner and to the standard of skill and care expected of a competent Service Provider.

The Principal reserves the right to qualify or not accept any conclusions or recommendations made by the Service Provider under this Agreement.

11. PERSONNEL

The Service Provider warrants that all personnel engaged by it are appropriately qualified, competent, and experienced in the provision of the type of activities connected with the Agreement.

The Service Provider shall reasonably ensure that the personnel nominated in 'Schedule – Management & Staff Resources' are engaged throughout the entire period of the Agreement.

The Principal may direct the Service Provider to immediately and permanently remove from any activity connected with the Agreement any person who in the opinion of the Principal's Representative is incompetent, negligent, or otherwise unacceptable.

12. REPORTS & INFORMATION

The Service Provider must provide the Principal's Representative with written reports or information on any aspects of the Agreement when requested.

Any Information that is produced or reproduced in an electronic format, the consultant must deliver it to the Principal in a format approved by the Principal.

13. DELAYS & EXTENSION OF TIME

The Service Provider shall proceed with the work under the Agreement with due expedition and without delay. When it becomes evident to a party that anything, including an act or omission by another party, may delay carrying out the Service, that party shall notify the other party as soon as practical in writing with details of the possible delay and the cause.

If the Service Provider is or will be delayed in carrying out the Service by a cause beyond the reasonable control of the Service Provider, the time for carrying out the Service shall be extended by the extent of the delay.

The Principal may, at any time, by written notice to the Service Provider extend the time for carrying out the Service for any reason.

Nothing in this Clause shall:

- (a) oblige the Principal to pay extra costs for delay or disruption which have already been included in the value of a variation or any other payment under the Agreement; or
- (b) limit the Principal's liability for damages for breach of the Agreement.

14. PAYMENT

14.1 Costs, Fees, and Expenses

The Contract Sum (or Service Fee) is inclusive of all expenses of the Service Provider, including fees, disbursements, provisional sums, and taxes, all of which shall be paid by the Service Provider. Unless otherwise provided, no payment will be made for travelling in relation to the Service.

Fees and expenses shall not be subject to price variation (rise & fall) unless otherwise provided in the Agreement.

14.2 Claims for Payment

The Service Provider must provide the Principal's Representative with a payment claim in the form of a valid tax invoice or adjustment note, in respect of the Service performed and accepted.

If the Service Provider fails to provide an ABN on any tax invoice or adjustment note, the Principal may be required to withhold from the payment an amount of tax calculated in accordance with the relevant taxation act or regulation.

14.3 Time for Payment

The Principal shall pay to the Service Provider the invoiced amount within 25 Days of the receipt of a payment claim if the claim is certified by the Principal's Representative as being correct.

14.4 Disputed Claims

If the Principal's Representative disputes the payment claim amount, the amount the Principal's Representative believes is due for payment shall be paid by the Principal and the liability for payment of the balance of the amount shall be determined in accordance with the provisions of the Agreement.

14.5 Payments on Account

Any payment is not evidence of any value or an admission of liability or that the Service is satisfactory but is a payment on account only; nor shall it amount to a waiver of any right or action, which the Principal may have at any time against the Service Provider.

15. TERMINATION**15.1 Termination by the Principal – Default of the Service Provider**

Without prejudice to any other rights, the Principal reserves the right to terminate the Agreement.

- (a) if the Service Provider commits a substantial breach of the Agreement, including:
 - (i) failure to carry out the Agreement at all, or within the time specified, or at a reasonable quality.
 - (ii) failure to carry out a reasonable direction of the Principal's Representative
- (b) if the Service Provider becomes bankrupt or makes any arrangements with its creditors or being a Company, which goes into liquidation or has a receiver or administrator appointed.

The Principal's Representative must in writing specify the breach and ask the Service Provider to give reasons why the Principal should not take further action. The Service Provider must respond within 5 Days of receiving the notice and if it fails to respond, the Principal's Representative may immediately refuse acceptance of the Service, decline to accept any further Service, take over the uncompleted Service, suspend payments due and have the Agreement completed by others; or immediately terminate the Agreement in writing by itself or through the Principal's Representative

Termination by the Principal will not release the Service Provider from liability in respect of any obligation relating to this Agreement. Any shortfall in costs whatsoever shall be a debt due from the Service Provider to the Principal.

15.2 Termination – Frustration, Convenience

The Agreement may be terminated at any time by mutual agreement or if, under the law governing the Agreement, the Agreement is frustrated. Furthermore, the Principal may, for its convenience and without the need to give reasons, also terminate the Agreement at any time. In whichever case, the Principal must give a written notice to the Service Provider. The Service Provider must, on receipt of such notice, immediately cease all activities under the Agreement and take all appropriate action to mitigate any loss or prevent further costs being incurred. The Principal must pay the reasonable fees and expenses of the Service Provider for the extent of the Service performed based upon agreed service rates to the earlier of:

- (a) the date of cessation; or
- (b) the date that the Service Provider was required to cease work.

In no circumstances must the Contract Sum payable for the terminated Service include any loss of prospective profits or exceed the Contract Sum that would have been paid had the Agreement been completed.

15.3 Termination by the Service Provider

If the Principal fails to:

- (a) pay the Service Provider in accordance with this Agreement; or
- (b) issue instructions required.

The Service Provider must in writing specify the breach and ask the Principal to give reasons why the Service Provider should not take further action. The Principal must respond within 5 Days of receiving the notice and if it fails to respond the Service Provider may terminate the Agreement.

16. CONFIDENTIALITY & PRIVACY

The Service Provider its employees, agents, directors, partners, shareholders, or Property Development Partners must not disclose to any third party, any Information including by way of media interviews or releases relating to the Principal or the affairs of others which may have come to its or their knowledge as a result of the Agreement.

The Service Provider shall not issue any Information, publication, document, or article for publication concerning any aspect of the Agreement in any media without prior approval of the Principal, which approval shall not be unreasonably withheld. The Service Provider shall refer to the Principal any enquiries concerning any aspect of the Agreement from any media.

The Service Provider agrees to comply with the provisions of the Privacy & Personal Information Protection Act 1998, as if it were included in the definition of 'public sector agency' under that Act, the Privacy Code of Practice for Local Government, and the Principal's Privacy Management Plan.

17. INTELLECTUAL PROPERTY

The Service Provider warrants that it is entitled to use any Intellectual Property which may be used by it in connection with this Agreement. The Service Provider indemnifies and must at all times keep the Principal indemnified against any action, claim, suit, or demand, including a claim, suit, or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the scope of activities under the Agreement.

The Service Provider grants to the Principal a non-exclusive licence to use the Service Provider's Intellectual Property rights in relation to the Service and must execute an agreement giving effect to this sub-clause if requested by the Principal's Representative.

The ownership of all Intellectual Property in all Information created under this Agreement shall vest with the Principal. The Service Provider must assign ownership of all Intellectual Property rights to the Principal and will ensure that its employees, subcontractors, and agents execute all documents necessary to assign such rights to the Principal.

To the extent permitted by law, if the Service Provider is the owner of the Moral Rights in the Intellectual Property referred to in this clause, the Service Provider unconditionally and irrevocably:

- (a) Consents to any act or omission that would otherwise infringe its Moral Rights in that Intellectual Property, including any act or omission that may have taken place before this consent,
- (b) Waives all of its Moral Rights in that Intellectual Property,

for the benefit of the Principal, its licensees, successors in title and anyone authorised by any of them to do acts permitted under the terms of this Agreement.

18. INDEMNITY

The Service Provider indemnifies the Principal, its servants, and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance by the Service Provider of the Agreement including:

- (a) any negligence, wrongful act, or omission of the Service Provider or of any other persons for whose acts or

- omissions the Service Provider is liable; and/or
- (b) death or injury to any person or loss of or damage to any property; and/or
 - (c) any breach of a third party's Intellectual Property Rights; and/or
 - (d) any breach of the Agreement by the Service Provider; and/or
 - (e) any action, claim or demand from liability brought against the Principal in connection with a breach by the Service Provider of the WH&S Act and associated legislation (so far as it is permissible at law).

The Service Provider's liability to indemnify the Principal is reduced proportionally to the extent that an action or omission of the Principal or employees or agents (other than the Service Provider) of the Principal may have contributed to the injury, damage, or loss.

19. INSURANCE

Before commencing the Agreement, the Service Provider must effect and maintain the insurance policies nominated in the "Schedule – Insurances". The Service Provider must ensure that all sub-contracted Property Development Partners are similarly insured. The Principal's Representative may at any time require proof that these insurances have been effected and are being maintained. The Service Provider must keep current during the contract term, policies of insurances stated in the Schedule – Insurances:

- (a) public liability - in respect of any one occurrence, \$20,000,000 but unlimited in the aggregate;
- (b) Accident insurance - Complying with the Workers Compensation Act 1987. Alternatively, where the Service Provider has no employees, insurance for personal accident and illness providing:
 - (i) Weekly benefits of at least 75% of weekly income; (ii) Death benefits of at least \$250,000; (iii) Minimum benefit period of 24 months.
- (c) professional indemnity insurance - a limit for any one claim of \$10,000,000 unless otherwise stated by the Principal.

20. SAFETY MANAGEMENT

The Service Provider must comply with the current WH&S legislation and the Principal's Site safety requirements.

If the Service involves any Site work or the use of major equipment, then the Principal's Safety Management requirements shall apply.

21. DISPUTES

In the event of any dispute arising between the Principal and the Service Provider that cannot be resolved by negotiation, the Principal shall nominate a formal dispute resolution process to be followed by the parties.

The Service Provider must continue to perform its obligations under the Agreement notwithstanding the existence of a dispute.

22. WAIVER

A waiver by either party in respect of any breach of a condition or provision of this Agreement shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision.

23. SURVIVING OBLIGATIONS

The obligations of the Service Provider under the Clauses on Confidentiality & Privacy, Intellectual Property, Indemnity, and Insurance shall be of a continuing nature and shall survive the termination or expiration of this Agreement.



REQUEST FOR
EXPRESSIONS OF INTEREST

EOI Number 0005

**FORMATION OF A JOINT VENTURE WITH UPPER
HUNTER SHIRE COUNCIL TO DEVELOP PROPERTY at
3 Hill Street STREET (LOT 1 & 3 DP 227553), SCONE**

Residential Property Development

DISCLAIMER

Each respondent, by lodging an Expression of Interest in response to this document, will be deemed to acknowledge and accept that in respect of the information set out in this Request for Expressions of Interest and any other information ("the Information") provided at any time to the Respondent by the Upper Hunter Shire Council (Council):

- a) it is aware that the Information is not guaranteed with respect to accuracy or completeness and that Council accepts no responsibility for the Information, or any interpretation or reliance placed on the Information.
- b) it is aware that neither the Upper Hunter Shire Council nor any of its employees, officers or agents is liable for loss of any kind including damages, costs, interests, loss of profits or special loss or damage arising from any inaccuracy or incompleteness in the Information.
- c) it has made its own independent evaluation of the suitability of the Information for the purpose of submitting its Expression of Interest prior to using the Information; and
- d) no representation or warranty (express or implied) has been made by the Upper Hunter Shire Council (or anyone on its behalf) to the respondent that:
 - a. the information is suitable for the purpose of submitting its Expression of Interest; or reasonable care has been taken in preparing the Information.

Respondents must carefully and thoroughly consider and check the Information and are requested to notify Council in writing of any errors, ambiguities, discrepancies, inconsistencies, or omissions in the Information.

Council shall not be liable for any such error, ambiguity, discrepancy, inconsistency, or omission.

Key Dates:

EOI to Market (Tenderlink)	22/05/2023
Question Period Closes	09/06/2023 4:00 pm
Submissions Due	16/06/2023 4:00 pm

See paragraph 9 re late submissions

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REQUEST FOR EXPRESSIONS OF INTEREST

Expressions of interest are invited from suitably experienced and financially sound companies or consortia to enter into a joint venture with the Upper Hunter Shire Council (Council) to undertake all work necessary to develop Lots 1 and 3 DP227553 Hill Street, Scone.

This Expression of Interest is numbered EOI-0005

Enquiries regarding this invitation should be directed to:

Mr. Wayne Phelps
Finance Manager
Upper Hunter Shire Council
Ph: 02 6540 1160
Fax: 02 6545 2671
Mob: 0417 366 615
Email: waynephelps@upperhuntershire.gov.au

NOTE: further detailed information regarding profit share, planning documents, etc will be provided at the Tender Phase.

This EOI closes at **4:00pm on Friday 16 June 2023**. Completed EOI's shall be submitted via [Tenderlink](#) and two (2) hard copies are to be submitted to:

Upper Hunter Shire Council
135 Liverpool Street
Scone NSW 2337

EOI documents should be marked:

Expression of Interest Number **EOI 0005: Hill Street**
Att: Wayne Phelps

marked **CONFIDENTIAL**

1 Background

Council owns the subject property, which is at the Southern end of Hill Street, Scone. The property is approximately 1,032 square metres in area and is currently vacant. The property is located within walking distance of the CBD, Shopping and Scone Railway Station. The property is zoned R1 with permissible uses including single dwellings, multi-unit dwellings, residential flats, and seniors' housing. However, Council is willing to entertain rezoning of the lots for a more tailored approach to development if this is consistent with Council's Strategy and Community demand.

A brief assessment has been made which determined the allotment could support up to 6-8 two storey units or 4 townhouses.

Sewage and Water is available to site but no connection points are available on site. There are no known hazards, however, Respondents should familiarise themselves with Council Flood maps. The property is not in a defined Heritage area.

Council is seeking to engage with qualified respondents in a Joint Venture to develop the site to its highest and best use in accordance with Paragraph 2, "Scope of Work". The first, and most critical step in the process is to ascertain market interest in joint venturing with Council in such development.

Council is seeking to limit both the calendar time and the resources expended in reaching a decision and selecting a JV partner. Upon short listing of capable respondents, it is intended to request formal proposals via a closed tender process from shortlisted respondents who Council have adjudged to have the capability of performing the development task with comparatively least risk. The shortlisting process will be based on comparative evaluation of responses against the criteria in Paragraph 8.

2 General Scope of Work

Scope of Works

Council believes that this site could be developed with 6-8 units (2 storeys of 3 to 4 units) or 4 townhouses. Council is seeking the respondent's expert advice on the maximum number of units that can be developed on the site, whilst acknowledge Councils' current planning restrictions and requirements.

The scope of works includes:-

- Design and construction of units or townhouses with sufficient private and common area space.
- Landscaping and paving consistent with Council Planning requirements.
- Retaining of any existing trees on site as Council determines.

This development will require the amalgamation of both lots to maximise site usage.

Respondents must make themselves aware of any heritage conservation requirements, height requirements, flood levels, sewerage and water locations and easements (if any). Respondents should, if practicable, undertake a site visit to familiarise themselves with the property.

In order to prequalify, Respondents must show that they have a proven track record of housing development and can provide the relevant infrastructure to support the development.

Commencement timing of the joint venture arrangement and its development work cannot yet be determined,

3 Project Objective

Council has two basic project objectives:

1. to develop the property in a way that optimises value for money for both the Council and the developer in keeping with community expectations for the area.
2. to enable the growth of properties for residential stock in the Shire to assist with NSW Government's and the Council's housing targets and ease accommodation pressures.

/Users/beyondfm/Documents/Upper Hunter Shire Council/EOIs/FINAL/EOI 0005_Lot1&3_Hill_Street_FINAL.docx

Confidential

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4 Financial Objectives

Council's financial objective is to engage with the successful respondent on a Profit-Share basis, driven by a value capture model on the unearned incremental component of the land value increase, derived through a residual land value analysis performed by a valuer agreed to by both parties.

For clarity's sake, profit sharing will only apply to the subdivided lots and to building improvements on said lots. Subdivision may take the form on Torrens or Strata title depending on the final development (ie Units or Townhouses). Council will work with the successful tenderer to ensure equitable outcomes.

Council, on behalf of the community will seek a profit-share of 50% less any additional costs (including Section 94 Contributions) the developer may incur realising the increased value. Note: additional costs DO NOT include the developer's cost of performing actual subdivision works (ie.Civil and Construction works)

Respondent is to consider whether the development should be on sold as individual tenancies or leased to the market and provide Council with a lease/ own analysis.

5 Purpose of this Document

The purpose of this EOI request is to:

- a) formally advise the market of the project and the outcome(s) that Council seeks to have delivered.
- b) communicate to the market the evaluation criteria and procedures that will be followed to derive a shortlist of (Respondents) who might then be invited to submit a proposal via closed tender for a joint venture; and
- c) confirm the level of market interest in the project and obtain expressions of interest in the project from the Respondents so that a short list of capable entities can be compiled for the next stage.

Note: Capable respondents will be notified of future joint venture development projects in the Shire.

6 Rights of Council

Council reserves the right, in its sole discretion, at any time to:

- a) vary the scope of the project.
- b) alter or amend this EOI request and/or the process outlined in it upon giving recipients of the request reasonable written notice of such alteration or amendment.
- c) suspend or terminate this EOI request or the process outlined in it.
- d) accept or reject any late response received.
- e) accept or reject any response whether or not it complies with this EOI request.
- f) require additional information or clarification from any Respondent or anyone else or provide additional information or clarification.
- g) call for new expressions of interest.

7 Intellectual Property

Such intellectual property rights as may exist in a response will remain the property of the Respondent.

The Respondent licenses the Council, its officers, employees, agents, and advisers to copy, adapt, modify, disclose, or do anything else necessary (in the Authority's sole discretion) to all material (including that which contains intellectual property rights of the Respondent or any other person) contained in the response for:

- a) evaluating/clarifying the response.

- b) evaluating any subsequent proposal.
- c) negotiating any resultant agreement with the Respondent; and
- d) anything else related to this EOI request process, including for audit purposes or reporting purposes.

8 Evaluation Criteria

Responses to this invitation should specifically address all of the following criteria, against which responses will be evaluated, including by independent consultants employed by Council:

1. **Experience:** *the extent to which a Respondent can demonstrate that it is an established and stable business with relevant experience in successfully completing housing development projects including profitable sales of the completed lots/ units.*
2. **Innovation and partnering:** *the extent to which a Respondent can demonstrate its capacity for development innovation and originality, and its understanding of, and affinity for, operating transparently and effectively as a member of a joint venture or similar partnering arrangement.*
3. **Personnel:** *the extent to which a Respondent can demonstrate that its management team and employees have the necessary competencies, experience, continuity, and flexibility to undertake significant development projects.*
4. **Financial strength:** *the extent to which a Respondent can demonstrate that its financial strength, capital commitments, borrowing arrangements, profitability and contingency funding arrangements are adequate to finance the capital contribution and operational funding requirements of the proposed joint venture.*

Details of the information required against each criterion from the Respondents in order to evaluate their claims is contained in **Appendix C**.

Respondents who do not provide all requested information may be considered non-conforming and their response rejected.

Council may obtain independent reports of a Respondent's financial and legal standing and use the results of those enquiries in the evaluation process. Council undertakes to treat such reports with the same degree of security as afforded to the information and documents tendered in response to this EOI request.

9 How to Respond to this EOI

Respondents who are interested in joining Council in this joint venture are required to complete fully and return the Response Form and Declaration at Appendix B and provide all the information listed in Appendix C.

Lodgment of responses to this EOI will be evidence of the Respondent's agreement to comply with the Terms and Conditions imposed by Council (refer Appendix D).

Responses are to be lodged on [Tenderlink](#) or in Council's Tender Box located at 135 Liverpool Street, Scone NSW 2337. The closing time for lodgment of responses is **Friday 4 pm AEST on 16 June 2023**

Responses not lodged in the above tender box or with [Tenderlink](#) by the Closing Time may not be accepted. A late response will only be admitted to the evaluation process at the absolute discretion of Council. Council may consider factors such as, without limitation:

- a) whether the late response is likely to have given the Respondent an opportunity to obtain some unfair advantage from late submission.
- b) how late the response is, the reasons for the lateness and any evidence available to support the reasons.

- c) whether the response was mishandled by Council, an official postal service, or a reputable delivery service; and
- d) any evidence of unfair or improper practices by the Respondent.

10 Addenda to EOI

Council reserves the right to issue addenda to this EOI at any time.

The issue of addenda will be published in the same way as this EOI was published.

Any addenda that are issued will form part of this EOI.

11 Note to Respondents

In responding to this invitation, the Respondent is deemed to have accepted all of the conditions set out herein.

- a) Council owns and may retain possession of all documents submitted in response to the Request for Expression of Interest.
- b) Council reserves the right to seek clarification in relation to any ambiguity and uncertainty from all or any of the Respondents in relation to their responses.
- c) Council reserves the right to circulate questions and the answers thereto to all other Respondents without disclosing the sources of the questions or revealing the substance of the proposed expression of interest.
- d) Subject to the above, all information submitted by a Respondent will be treated as confidential to the Upper Hunter Shire Council and its consultants.
- e) In no circumstances will Council be liable for any cost, expense, loss, claim, or damage arising out of a Respondent's participation in this EOI process, or any subsequent request for tender or proposal.
- f) The issue of this EOI or the submission of a response does not give rise to any commitment or legal relationship between Council and a Respondent.

From the expressions of interest received, it is intended that a short list of potential joint venture participants will be selected to receive an invitation to submit a proposal, and that selection decision is at the absolute discretion of Council.

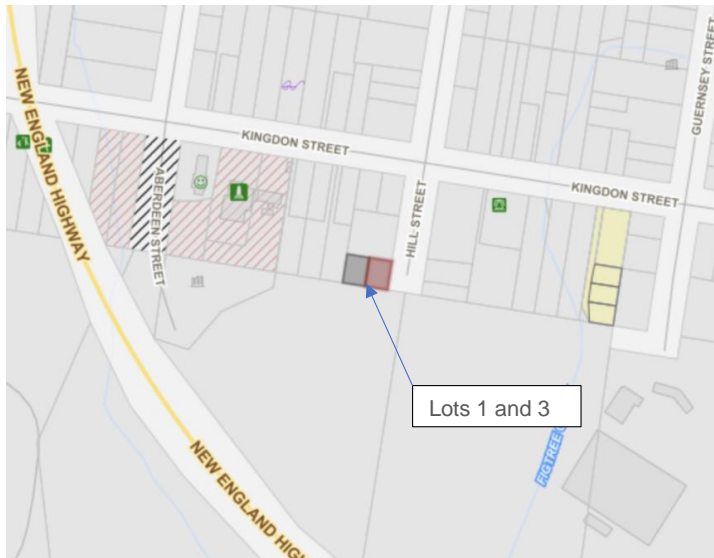
Respondents will be notified of the outcome of the expression of interest process as soon as practicable after evaluation is complete.

APPENDIX A: LOCATION OF PROPERTY AND DETAILS



Lots 1 and 3 DP 212047 Hill Street, Scone

Figure 1: Subject Lot Details and Plan



Locality Plan

Figure 2: Locality Plan

APPENDIX B: RESPONSE FORM AND DECLARATION

Respondent's Name:	
Australian Business Number (A.B.N.)	DUNS Number:
Date when Business Commenced Operation:	
Business Address/Addresses: _____ _____	
Postal Address: _____ _____	
Telephone Number(s):	
Facsimile Number:	e-mail address:

DECLARATION BY RESPONDENT

<p>I have noted and accept all the conditions contained in this Request for Expressions of Interest including the Disclaimer concerning the Information therein.</p> <p>I am interested in joining in a joint venture with the Upper Hunter Shire Council to develop the subject property. I declare that the particulars shown herein are true and correct in every detail and all required information has been supplied.</p>
<p>Date: _____</p> <p>Signed for the Respondent by: _____</p> <p>In the Officer Bearer capacity of: _____</p> <p>Name (IN BLOCK LETTERS): _____</p>

CONTACT DETAILS

Contact for Further Information: (Name, Position, Phone and Fax numbers (including Mobile), and e- mail address)

APPENDIX C: EVALUTION CRITERION AND WEIGHTINGS

EVALUATION CRITERION	INFORMATION REQUIRED FROM RESPONDENTS	WEIGHTING
Compliance	<p>Respondents are required to complete all information in Appendix B pertaining to company/ corporate information.</p> <p>Respondents are to complete and sign the Declaration Statement in Appendix B</p>	5%
<p>Experience</p> <p>The extent to which a respondent can demonstrate that it is an established and stable business with relevant experience in successfully completing large development projects, including profitable sales of completed lots.</p>	<p>Respondents are required to provide evidence of their legal identity either by providing a copy of an official document such as company registration and names of office bearers issued by the Australian Securities and Investments Commission or a statement confirming the legal identity signed by a practicing solicitor. Council does not contract with entities such as a business name, trust, or firm trading under a trust arrangement.</p> <p>Respondents are to provide details of at least similar sized residential development projects completed within the last five years, including identification and explanation of variations between the estimated and completed project cost and any added value for money achieved on those projects.</p> <p>Respondents should provide material demonstrating their sensitivity to environmental issues and heritage preservation (where necessary); their ability and experience in coordinating planning teams involving a range of professionals; and their aptitude in forming effective working relationships with local planning authorities and statutory bodies and approving authorities.</p> <p>Respondents are to nominate and provide contact details for at least three high level (senior management) referees who can verify or provide information, from a client perspective ,regarding previous experience with the respondent's development work as to co-operation, quality, and overall performance including timely completion.</p> <p>Respondents should advise Council of any industry or professional association awards that support their claims to excellence.</p>	50%

<p><u>Innovation and Partnering</u></p> <p>The extent to which a respondent can demonstrate its innovative capacity for development innovation and originality, and its understanding of, and affinity for, operating transparently and effectively as a member of a joint venture or similar partnering arrangement.</p>	<p>Respondents should provide a list of all Directors, Partners, and Senior Executives, show their relevant experience and ownership interest, and indicate any relevant cross- directorships that could potentially either support or be in conflict with a joint venture relationship with Council. Respondents should also provide a list of former directors/executives who have left in the past 12 months and their reasons for leaving.</p> <p>Respondents should provide details of their governance arrangements and risk management policies, including details of current and relevant insurance coverage. Policy details should include the type of policy, the name of the insurer, the amount of cover and the expiry date as a minimum.</p> <p>Respondents should provide examples (and referee details) of working in a non-adversarial and collaborative manner in a “partnering” arrangement and indicate whether their financial systems would be appropriate for an “open book” approach, noting that the availability of information to Council, Ratepayers, and other stakeholders on the use of government resources must be maintained by and in respect to any joint venture established.</p> <p>Respondents should also provide:</p> <ul style="list-style-type: none"> • evidence of organisational commitment to innovation, including at least three examples of (relevant) process improvement introduced over the past three years; and • a very broad outline approach to the development, describing innovative elements that might be applied not only to development but also to relationships with Council. 	<p style="text-align: center;">10%</p>
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EVALUATION CRITERION	INFORMATION REQUIRED FROM RESPONDENTS	WEIGHTING
<p><u>Personnel</u></p> <p>The extent to which a respondent can demonstrate that its management team and employees have the necessary competencies, experience, continuity, and flexibility to undertake significant development projects.</p>	<p>Respondents should provide an organisational chart of management structure showing lines of responsibility.</p> <p>The qualifications and accomplishments of the Respondent's senior management should be noted along with a brief description of their career paths both inside and outside the company.</p> <p>Respondents should list senior staff prospectively to be involved in the joint venture, showing their qualifications and experience, including any membership of relevant professional associations, and providing details of current and anticipated project commitments.</p>	5%
<p><u>Financial Strength</u></p> <p>The extent to which a respondent can demonstrate that its financial strength, capital commitments, borrowing arrangements, profitability and contingency funding arrangements are adequate to finance the capital contribution and operational funding requirements of the proposed joint venture.</p>	<p>Respondents are required to submit Financial Statements (Profit & Loss Statement and Balance Sheet) plus audit reports (if audited) for the last three financial years - including notes to the financial accounts and revenue projections - for a formal financial assessment, which may be carried out by independent consultants employed by Council.</p> <p>The financial information provided is to be in respect of the legal entity that is the respondent, but corporate relationships that may be relevant should be stated. When the respondent is a subsidiary, the information provided is to be in respect of the Subsidiary and not its Holding Company.</p> <p>Respondents must identify the nature and potential impact on its future operations of any significant current litigation that it is involved in, including investigation of possible fraud.</p>	30%

APPENDIX D: TERMS AND CONDITIONS OF ENGAGEMENT

1. INTERPRETATION

1.1 In these Terms of Engagement for Consultants (Conditions) unless the context otherwise requires:

"Agreement" (or "Contract") means the written agreement between the Principal and the Service Provider, dated, together with the documents referred there to in;

"Contract Sum" (or "Service Fee") means the lump sum in Australian Dollars set out or calculated in accordance with service rates or expenses stated in the Contract Schedule - 'Schedule – Tender Price' ;

"Contract Term" means the initial term of the Agreement and any period for which the operation of the Agreement is extended;

"Day" means business day, that is not Saturday or Sunday or public holiday for the Principal's employees;

"Information" means all information, including documents or data however held, stored, or recorded, drawings, plans, specifications, calculations, reports, models, concepts, source codes, files, computerised data, or photographic recordings, audio- or audio-visual recordings;

"Intellectual Property" includes all proprietary rights in relation to Information including copyright and neighbouring rights and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

"Moral Rights" means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, in the Agreement.

"Principal" means the Council;

"Principal's Representative" means the person appointed by the Principal for the management of the Agreement;

"Service" means the obligations to be performed by the Service Provider in accordance with the Agreement and includes, but is not limited to, the provision of professional services, the supply of any materials related to these services and all other things required to be carried out by the Agreement;

"Service Provider" (or "Consultant") means the person bound to carry out and complete the Service and includes his executors, administrators, successors and permitted assigns of that party;

1.2 In these Conditions and any Agreement, unless a contrary intention appears, a reference to:

- (a) a person includes an individual, a corporation, partnership, joint venture, governments, local government authorities and agencies;
- (b) a Special Condition of Contract, Schedule or Annexure is a reference to a Special Condition of Contract, Schedule, or Annexure to the Contract and each of them forms part of the Agreement;

(c) a party to the Agreement includes the executors, administrators, successors and permitted assigns of that party.

1.3 In these Conditions clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.4 If a party to the Agreement consists of more than one person, those persons shall be bound jointly and severally.

1.5 Except as provided at law or elsewhere in the Agreement, none of the terms of the Agreement shall be varied, waived, discharged, or released except with the prior written consent of the Principal.

2. GOVERNING LAW

The Agreement shall be subject to and construed in accordance with the laws, Acts and other prescribed rules applying in the State of New South Wales.

3. STATUTORY & OTHER REQUIREMENTS

The Service Provider must comply with the requirements of all legislation of the Parliament of New South Wales and the Parliament of the Commonwealth of Australia, all relevant Australian Standards and with the lawful requirements of public and other authorities in any way affecting or applicable to the performance of its obligations.

4. PRINCIPAL'S OBLIGATIONS

The Principal, through the Principal's Representative must give to the Service Provider timely directions, instructions, decisions and information including any approvals the Principal is required to obtain. These directions, instructions, decision, and information must be confirmed in writing.

5. RELATIONSHIP WITH PRINCIPAL

The Service Provider must not act outside the scope of the authority conferred on it by this Agreement.

The Service Provider must take upon itself the whole risk of performing its obligations under the Agreement. The Service Provider must also comply with every and all reasonable and lawful direction of the Principal's Representative.

The Service Provider must use all reasonable efforts to inform itself of the requirements of the Principal and must regularly liaise with the Principal's Representative on progress and outcomes during the term of the Agreement.

The Service Provider shall have the status of an independent contractor and is not an employee of the Principal. The Service Provider shall not be entitled to any benefits that might apply to an employee of the Principal and shall be responsible for any legal entitlements relating to worker's compensation, payroll tax and superannuation.

6. DIRECTIONS & VARIATIONS

Unless otherwise provided, any notice to be given may be given by hand, facsimile, e-mail, or by pre-paid post addressed to the Principal or Service Provider at its stated address.

The Principal may, by written notice, direct the Service Provider to vary the Service. Any variation in the fee payable to the Service Provider as a consequence of a direction issued under this Clause shall be agreed between the Principal and the Service Provider.

Unless otherwise agreed, the value of a variation shall be determined using the service rates and expenses which form the basis of the Contract Sum. If the Contract Sum is a lump sum, then reasonable rates and expenses shall apply.

7. DISCREPANCIES IN INFORMATION

The Service Provider must as soon as practicable give written notice to the Principal's Representative if information and particulars made available to it are inadequate or contain errors.

8. SUB-CONTRACTING OR ASSIGNMENT

The Service Provider must not without the prior written approval of the Principal's Representative subcontract or assign any performance of rights or obligations under the Agreement. In giving approval the Principal may impose such terms and conditions as deemed necessary.

9. CONFLICT OF INTEREST

The Service Provider warrants that it does not hold any office or possess any property, is not engaged in any business, trade or calling and does not have any obligations by virtue of any contract or any family relationship whereby, directly, or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this Agreement.

The Service Provider must inform the Principal of any matter which may give rise to an actual or potential conflict of interest at any time during the term or the duration and any extension beyond the term of the Agreement and the Principal may regard a conflict of interest as a breach of a fundamental term of the Agreement and may elect to terminate the Agreement.

10. STANDARD OF CARE

The Service Provider must perform all its obligations required by the Agreement in a diligent manner and to the standard of skill and care expected of a competent Service Provider.

The Principal reserves the right to qualify or not accept any conclusions or recommendations made by the Service Provider under this Agreement.

11. PERSONNEL

The Service Provider warrants that all personnel engaged by it are appropriately qualified, competent, and experienced in the provision of the type of activities connected with the Agreement.

The Service Provider shall reasonably ensure that the personnel nominated in 'Schedule – Management & Staff Resources' are engaged throughout the entire period of the Agreement.

The Principal may direct the Service Provider to immediately and permanently remove from any activity connected with the Agreement any person who in the opinion of the Principal's Representative is incompetent, negligent, or otherwise unacceptable.

12. REPORTS & INFORMATION

The Service Provider must provide the Principal's Representative with written reports or information on any aspects of the Agreement when requested.

Any Information that is produced or reproduced in an electronic format, the consultant must deliver it to the Principal in a format approved by the Principal.

13. DELAYS & EXTENSION OF TIME

The Service Provider shall proceed with the work under the Agreement with due expedition and without delay. When it becomes evident to a party that anything, including an act or omission by another party, may delay carrying out the Service, that party shall notify the other party as soon as practical in writing with details of the possible delay and the cause.

If the Service Provider is or will be delayed in carrying out the Service by a cause beyond the reasonable control of the Service Provider, the time for carrying out the Service shall be extended by the extent of the delay.

The Principal may, at any time, by written notice to the Service Provider extend the time for carrying out the Service for any reason.

Nothing in this Clause shall:

- (a) oblige the Principal to pay extra costs for delay or disruption which have already been included in the value of a variation or any other payment under the Agreement; or
- (b) limit the Principal's liability for damages for breach of the Agreement.

14. PAYMENT

14.1 Costs, Fees, and Expenses

The Contract Sum (or Service Fee) is inclusive of all expenses of the Service Provider, including fees, disbursements, provisional sums, and taxes, all of which shall be paid by the Service Provider. Unless otherwise provided, no payment will be made for travelling in relation to the Service.

Fees and expenses shall not be subject to price variation (rise & fall) unless otherwise provided in the Agreement.

14.2 Claims for Payment

The Service Provider must provide the Principal's Representative with a payment claim in the form of a valid tax invoice or adjustment note, in respect of the Service performed and accepted.

If the Service Provider fails to provide an ABN on any tax invoice or adjustment note, the Principal may be required to withhold from the payment an amount of tax calculated in accordance with the relevant taxation act or regulation.

14.3 Time for Payment

The Principal shall pay to the Service Provider the invoiced amount within 25 Days of the receipt of a payment claim if the claim is certified by the Principal's Representative as being correct.

14.4 Disputed Claims

If the Principal's Representative disputes the payment claim amount, the amount the Principal's Representative believes is due for payment shall be paid by the Principal and the liability for payment of the balance of the amount shall be determined in accordance with the provisions of the Agreement.

14.5 Payments on Account

Any payment is not evidence of any value or an admission of liability or that the Service is satisfactory but is a payment on account only; nor shall it amount to a waiver of any right or action, which the Principal may have at any time against the Service Provider.

15. TERMINATION**15.1 Termination by the Principal – Default of the Service Provider**

Without prejudice to any other rights, the Principal reserves the right to terminate the Agreement.

- (a) if the Service Provider commits a substantial breach of the Agreement, including:
 - (i) failure to carry out the Agreement at all, or within the time specified, or at a reasonable quality.
 - (ii) failure to carry out a reasonable direction of the Principal's Representative
- (b) if the Service Provider becomes bankrupt or makes any arrangements with its creditors or being a Company, which goes into liquidation or has a receiver or administrator appointed.

The Principal's Representative must in writing specify the breach and ask the Service Provider to give reasons why the Principal should not take further action. The Service Provider must respond within 5 Days of receiving the notice and if it fails to respond, the Principal's Representative may immediately refuse acceptance of the Service, decline to accept any further Service, take over the uncompleted Service, suspend payments due and have the Agreement completed by others; or immediately terminate the Agreement in writing by itself or through the Principal's Representative

Termination by the Principal will not release the Service Provider from liability in respect of any obligation relating to this Agreement. Any shortfall in costs whatsoever shall be a debt due from the Service Provider to the Principal.

15.2 Termination – Frustration, Convenience

The Agreement may be terminated at any time by mutual agreement or if, under the law governing the Agreement, the Agreement is frustrated. Furthermore, the Principal may, for its convenience and without the need to give reasons, also terminate the Agreement at any time. In whichever case, the Principal must give a written notice to the Service Provider. The Service Provider must, on receipt of such notice, immediately cease all activities under the Agreement and take all appropriate action to mitigate any loss or prevent further costs being incurred. The Principal must pay the reasonable fees and expenses of the Service Provider for the extent of the Service performed based upon agreed service rates to the earlier of:

- (a) the date of cessation; or
- (b) the date that the Service Provider was required to cease work.

In no circumstances must the Contract Sum payable for the terminated Service include any loss of prospective profits or exceed the Contract Sum that would have been paid had the Agreement been completed.

15.3 Termination by the Service Provider

If the Principal fails to:

- (a) pay the Service Provider in accordance with this Agreement; or
- (b) issue instructions required.

The Service Provider must in writing specify the breach and ask the Principal to give reasons why the Service Provider should not take further action. The Principal must respond within 5 Days of receiving the notice and if it fails to respond the Service Provider may terminate the Agreement.

16. CONFIDENTIALITY & PRIVACY

The Service Provider its employees, agents, directors, partners, shareholders, or Property Development Partners must not disclose to any third party, any Information including by way of media interviews or releases relating to the Principal or the affairs of others which may have come to its or their knowledge as a result of the Agreement.

The Service Provider shall not issue any Information, publication, document, or article for publication concerning any aspect of the Agreement in any media without prior approval of the Principal, which approval shall not be unreasonably withheld. The Service Provider shall refer to the Principal any enquiries concerning any aspect of the Agreement from any media.

The Service Provider agrees to comply with the provisions of the Privacy & Personal Information Protection Act 1998, as if it were included in the definition of 'public sector agency' under that Act, the Privacy Code of Practice for Local Government, and the Principal's Privacy Management Plan.

17. INTELLECTUAL PROPERTY

The Service Provider warrants that it is entitled to use any Intellectual Property which may be used by it in connection with this Agreement. The Service Provider indemnifies and must at all times keep the Principal indemnified against any action, claim, suit, or demand, including a claim, suit, or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the scope of activities under the Agreement.

The Service Provider grants to the Principal a non-exclusive licence to use the Service Provider's Intellectual Property rights in relation to the Service and must execute an agreement giving effect to this sub-clause if requested by the Principal's Representative.

The ownership of all Intellectual Property in all Information created under this Agreement shall vest with the Principal. The Service Provider must assign ownership of all Intellectual Property rights to the Principal and will ensure that its employees, subcontractors, and agents execute all documents necessary to assign such rights to the Principal.

To the extent permitted by law, if the Service Provider is the owner of the Moral Rights in the Intellectual Property referred to in this clause, the Service Provider unconditionally and irrevocably:

- (a) Consents to any act or omission that would otherwise infringe its Moral Rights in that Intellectual Property, including any act or omission that may have taken place before this consent,
- (b) Waives all of its Moral Rights in that Intellectual Property,

for the benefit of the Principal, its licensees, successors in title and anyone authorised by any of them to do acts permitted under the terms of this Agreement.

18. INDEMNITY

The Service Provider indemnifies the Principal, its servants, and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance by the Service Provider of the Agreement including:

- (a) any negligence, wrongful act, or omission of the Service Provider or of any other persons for whose acts or

- omissions the Service Provider is liable; and/or
- (b) death or injury to any person or loss of or damage to any property; and/or
 - (c) any breach of a third party's Intellectual Property Rights; and/or
 - (d) any breach of the Agreement by the Service Provider; and/or
 - (e) any action, claim or demand from liability brought against the Principal in connection with a breach by the Service Provider of the WH&S Act and associated legislation (so far as it is permissible at law).

The Service Provider's liability to indemnify the Principal is reduced proportionally to the extent that an action or omission of the Principal or employees or agents (other than the Service Provider) of the Principal may have contributed to the injury, damage, or loss.

19. INSURANCE

Before commencing the Agreement, the Service Provider must effect and maintain the insurance policies nominated in the "Schedule – Insurances". The Service Provider must ensure that all sub-contracted Property Development Partners are similarly insured. The Principal's Representative may at any time require proof that these insurances have been effected and are being maintained. The Service Provider must keep current during the contract term, policies of insurances stated in the Schedule – Insurances:

- (a) public liability - in respect of any one occurrence, \$20,000,000 but unlimited in the aggregate;
- (b) Accident insurance - Complying with the Workers Compensation Act 1987. Alternatively, where the Service Provider has no employees, insurance for personal accident and illness providing:
 - (i) Weekly benefits of at least 75% of weekly income;
 - (ii) Death benefits of at least \$250,000;
 - (iii) Minimum benefit period of 24 months.
- (c) professional indemnity insurance - a limit for any one claim of \$10,000,000 unless otherwise stated by the Principal.

20. SAFETY MANAGEMENT

The Service Provider must comply with the current WH&S legislation and the Principal's Site safety requirements.

If the Service involves any Site work or the use of major equipment, then the Principal's Safety Management requirements shall apply.

21. DISPUTES

In the event of any dispute arising between the Principal and the Service Provider that cannot be resolved by negotiation, the Principal shall nominate a formal dispute resolution process to be followed by the parties.

The Service Provider must continue to perform its obligations under the Agreement notwithstanding the existence of a dispute.

22. WAIVER

A waiver by either party in respect of any breach of a condition or provision of this Agreement shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision.

23. SURVIVING OBLIGATIONS

The obligations of the Service Provider under the Clauses on Confidentiality & Privacy, Intellectual Property, Indemnity, and Insurance shall be of a continuing nature and shall survive the termination or expiration of this Agreement.

General Manager's Unit

CORP.05.7

RESPONSES TO PREVIOUS QUESTIONS

RESPONSIBLE OFFICER: Wayne Phelps - Acting Director Corporate & Community Services

AUTHOR: Karen Boland - Governance & Executive Support Officer

PURPOSE

The purpose of the report is to provide an update to Councillors on questions asked at the previous Corporate Services Committee meeting.

RECOMMENDATION

For notation only.

BACKGROUND

At each Corporate Services Committee meeting the Councillors pose questions to the Corporate & Community Services Director and Managers. Some questions require further investigation.

REPORT/PROPOSAL

Councillor Questions taken on notice at the April meeting with responses provided below.

CORP.05.1 – Financial Summary & Investment Report

Cr Flaherty enquired with regard to the reduction in administration and economic affairs costs by approximately \$704k, is Council able to be productive in these areas with fewer staff?

Response: Acting Director Corporate & Community Services advised that vacant roles have been covered internally reducing staffing costs.

Cr Flaherty further enquired whether the reduction in costs were all staff related costs or whether it included other costs.

Response: Taken on notice by the Acting Director Corporate & Community Services.

Update: Based on a high level review the cost saving resulted from:

Salaries & Wages	\$431k
Employee Training	\$ 27k
Contractors	\$105k
Internet & Postage	\$ 65k
Operating leases	\$ 32k
Internal Fleet charges	\$ 46k

It is noted that timing of when costs have been incurred have played a factor in some of these expenses, especially with internet, postage & operating leases.

Cr Flaherty requested a breakdown of the cost revenue for the Hunter Warbirds Café.

Response: Taken on notice for the Acting Director Corporate & Community Services to provide.

Update: Information will be provided under separate cover.

General Manager's Unit

Cr Flaherty enquired whether a schedule of loans held by Council could be provided in the monthly reports?

Response: Acting Director Corporate & Community Services advised a breakdown of the loans is provided at each quarterly meeting but can be included in the monthly meetings as well.

Update: Included in Corporate Services Agenda for March 2023.

CORP.04.2 – Airport Management Committee

Cr Flaherty sought clarification for the minutes of the Airport Management Committee where it stated “the General Manager advised that context and some figures reported were incorrect”, exactly what figures were incorrect?

Response: The General Manager advised that incorrect statements and incorrect figures were used during Cr Flaherty’s radio interviews and also on her social media blog.

Cr Flaherty subsequently advised that all the financial information was drawn from Council figures and furthermore enquired if the figures had changed from the time that she saw these numbers to the time that she reiterated them?

Response: General Manager advised that the correct interpretation of the Council figures would be forwarded to all Councillors.

Cr Williamson advised that the question can be taken on notice.

Update: Example of some anomalies with figures quoted in the article:

<i>Airport Loan Repayments</i>	<i>- \$ 549,065</i>	<i>compared to \$ 538,475</i>
<i>Airport Loss 2021/22</i>	<i>- \$1,042,012</i>	<i>compared to \$1,200,000</i>
<i>Current 2022/23 budget loss</i>	<i>- \$ 787,000</i>	<i>compared to \$ 500,000</i>
<i>Original Loan 2009 taken out-</i>	<i>\$1,000,000</i>	<i>compared to \$ 352,820</i>

Loans Balance remaining at Year End 2021/22

<i>Original Runway</i>	<i>- \$ 349,199</i>	<i>compared to \$ 52,000</i>
<i>Airport Loan No.1</i>	<i>- \$2,757,585</i>	<i>compared to \$2,763,007</i>
<i>Airport Loan No.2</i>	<i>- \$4,610.419</i>	<i>correctly stated</i>

It is noted that the 2021/22 are based on actual audited results and balances.

In regards to the information referring to an equivalent rate rise of 5% & 15% respectively these percentages were slightly over exaggerated.

Please note that all capital revenue and expenditure has been removed from the above figures to provide an operating position.