



Notice is hereby given, in accordance with the provisions of the Local Government Act 1993 that an **ORDINARY MEETING** of Wentworth Shire Council will be held in the **WENTWORTH SHIRE COUNCIL CHAMBERS, SHORT STREET, WENTWORTH**, commencing at **7:00PM**.

*The meeting is being livestreamed and/or recorded for on-demand viewing via Council's website. Attendance at the meeting is to be taken as consent by a person to their image and/or voice being webcast.*

*All speakers should refrain from making any defamatory comments or releasing personal information about another individual without their consent. Council accepts no liability for any damage that may result from defamatory comments made by persons attending meetings – all liability will rest with the individual who made the comments.*

*The meeting must not be recorded by others without prior written consent of the Council in accordance with the Council's code of meeting practice.*

*Councillors & staff are obligated to declare Conflicts of Interest as required under the Local Government Act 1993 and Councils adopted Code of Conduct.*

*Councillors are reminded of their Oath of Office whereby they have declared and affirmed that they will undertake the duties of the Office of Councillor in the best interests of the people of Wentworth Shire and the Wentworth Shire Council and that they will faithfully and impartially carry out the functions, powers, authorities and discretions vested in them under the Local Government Act 1993 or any other Act to the best of their ability and judgment.*

**KEN ROSS**  
**GENERAL MANAGER**

# **ORDINARY MEETING**

## **AGENDA**

### **24 JANUARY 2024**

## TABLE OF CONTENTS

ITEM	SUBJECT	PAGE NO
1	OPENING OF MEETING .....	1
2	PRAYER OR ACKNOWLEDGEMENT OF COUNTRY.....	1
3	APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE .....	1
4	DISCLOSURES OF INTERESTS .....	1
5	CONFIRMATION OF MINUTES .....	1
6	OUTSTANDING MATTERS FROM PREVIOUS MEETINGS .....	47
6.1	Outstanding Matters from Previous Meetings.....	47
7	MAYORAL AND COUNCILLOR REPORTS .....	50
7.1	Mayoral Report .....	50
8	REPORTS FROM COMMITTEES .....	51
	Nil	
9	REPORTS TO COUNCIL .....	52
9.1	General Managers Report.....	52
9.2	Far South West Joint Organisation.....	61
9.3	Men in a Shed Request for Financial Assistance .....	64
9.4	Writing off of Outstanding Debtor Account .....	67
9.5	Memorandum of Understanding Wentworth Shire Council and Wentworth Pioneer Homes Committee Inc.....	68
9.6	Attendance and Motions for the 2024 National General Assembly of Local Government.....	75
9.7	Request for financial assistance - Wentworth Regional Tourism Inc ....	101
9.8	Monthly Finance Report - December 2023.....	106
9.9	Monthly Investment Report - December 2023 .....	109
9.10	Pooncarie Telecommunication Tower Lease.....	121
9.11	Project & Works Update - January 2024 .....	235
10	NOTICES OF MOTIONS / QUESTIONS WITH NOTICE .....	246
10.1	Water mismanagement claims published by Bloomberg 27 December 2023.....	246
11	CONFIDENTIAL BUSINESS – ADJOURNMENT INTO CLOSED SESSION ....	247
12	OPEN COUNCIL - REPORT FROM CLOSED COUNCIL .....	249
12.1	Caravan Park Management .....	249

12.2	Plant Replacement - Approval on Tenders for Replacement of Plant 657 - Ford Mondeo - VR2324/657 .....	250
12.3	Willow Bend Caravan Park - Supply Road Base Material - PT2324/05	251
12.4	Willow Bend Caravan Park - Asphalt Sealing - PT2324/06.....	252
<b>13</b>	<b>CONCLUSION OF THE MEETING .....</b>	<b>253</b>
	<b>NEXT MEETING .....</b>	<b>253</b>

**1 OPENING OF MEETING**

THE MAYOR REQUESTS THAT THE GENERAL MANAGER MAKES  
ANNOUNCEMENTS REGARDING THE LIVE-STREAMING OF THE MEETING.

**2 PRAYER OR ACKNOWLEDGEMENT OF COUNTRY**

**3 APOLOGIES AND APPLICATIONS FOR LEAVE OF ABSENCE**

**4 DISCLOSURES OF INTERESTS**

**5 CONFIRMATION OF MINUTES**

**Recommendation**

That the Minutes of the Ordinary Meeting held 13 December 2023 be confirmed as  
circulated.





## **ORDINARY MEETING MINUTES**

**13 DECEMBER 2023**

## TABLE OF CONTENTS

ITEM	SUBJECT	PAGE NO
1	OPENING OF MEETING .....	1
2	PRAYER OR ACKNOWLEDGEMENT OF COUNTRY.....	1
3	APOLOGIES AND LEAVE OF ABSENCE.....	1
4	DISCLOSURES OF INTERESTS .....	1
5	CONFIRMATION OF MINUTES .....	1
6	OUTSTANDING MATTERS FROM PREVIOUS MEETINGS .....	2
6.1	Outstanding Matters from Previous Meetings.....	2
7	MAYORAL AND COUNCILLOR REPORTS .....	4
7.1	Mayoral Report .....	4
7.2	Willandra Lakes Region World Heritage Advisory Committee Meeting Report October 2023.....	5
7.3	Australia Community Achievement Awards - Bottle Bend Reserve Land Manager Finalist.....	6
8	REPORTS FROM COMMITTEES .....	7
8.1	Audit, Risk and Improvement Committee .....	7
9	REPORTS TO COUNCIL .....	8
9.1	General Managers Report.....	8
9.2	Gol Gol Public School - Request for Financial Assistance.....	9
9.3	Wentworth Regional Community Project Association - Request for Financial Assistance .....	10
9.4	WDR175 Milkengay Road closure.....	11
9.5	Monthly Finance Report - November 2023.....	12
9.6	Monthly Investment Report - November 2023 .....	13
9.7	Code of Conduct Complaint Statistics for the period ending 31 August 2023.....	14
9.8	2022-2023 Annual Report .....	15
9.9	Classification & Categorisation of Crown Land.....	16
9.10	DA2023/102 Two (2) aircraft hangars with an office and business signage 130A Renmark Road Lot 1 DP 870517 Wentworth.....	17
9.11	DA2023/097 Swimming pool with safety barrier 75-77 Wentworth Street Lot 58 DP 756994 Wentworth.....	18
9.12	DA2021/167 Three (3) Private Roadside Signs Adjacent to 514 Silver City Highway Lot 1131 DP 720092 Mourquong.....	19

9.13	Wentworth Local Environmental Plan 2011 – Planning Proposal to Rezone From RU5 to E4 with 1000 sqm Minimum Lot Size Lot 94 & 95 DP 756946 .....	20
9.14	Wentworth Local Environmental Plan 2011 – Planning Proposal To Reduce Minimum Lot Size From 3000 Sqm To 2000 Sqm At 18 Wilga Road Gol Gol Lot 2 DP 875018 .....	21
9.15	Project & Works Update - December 2023.....	22
<b>10</b>	<b>NOTICES OF MOTIONS / QUESTIONS WITH NOTICE .....</b>	<b>23</b>
	Nil	
<b>11</b>	<b>CONFIDENTIAL BUSINESS – ADJOURNMENT INTO CLOSED SESSION .....</b>	<b>24</b>
<b>12</b>	<b>OPEN COUNCIL - REPORT FROM CLOSED COUNCIL .....</b>	<b>26</b>
12.1	Panel Contract - Supply of Building Trades - Professional & Consultation Services - PC2324/01 .....	26
12.2	Panel Contract - Supply of Road Construction Materials - PC2324/03 ...	27
12.3	Panel Contract - Hire of Construction Plant & Equipment PC2324/02 ....	28
12.4	Plant Replacement - Approval of Tender for new 4WD 48HP Tractor ....	29
12.5	Plant Replacement - Approval of Tenders for replacement of Plant 34, 39 & 51 .....	30
12.6	PT2324/04 - Dareton to Namatjira Shared Path .....	31
<b>13</b>	<b>CONCLUSION OF THE MEETING .....</b>	<b>32</b>
	<b>NEXT MEETING .....</b>	<b>32</b>

## 1 OPENING OF MEETING

The Mayor opened the meeting with a prayer at 7:00pm.

## 2 PRAYER OR ACKNOWLEDGEMENT OF COUNTRY

### PRESENT:

**COUNCILLORS:** Councillor Daniel Linklater  
Councillor Brian Beaumont  
Councillor Steve Cooper  
Councillor Peter Crisp  
Councillor Tim Elstone  
Councillor Jane MacAllister  
Councillor Susan Nichols  
Councillor Jo Rodda

**STAFF:** Ken Ross (General Manager)  
Matthew Carlin (Director Health and Planning)  
Geoff Gunn (Director Roads and Engineering)  
Simon Rule (Director Finance and Policy)  
Gayle Marsden (Executive Assistant to General Manager)  
Hannah Nicholas (Business Support Officer)

## 3 APOLOGIES AND LEAVE OF ABSENCE

### Council Resolution

That Council grants the Leave of Absence Request from Cr Heywood for this meeting, Cr Linklater for the period 21 December 2023 to 7 January 2024 and Cr Crisp for the period 18 December 2023 to 28 December 2023

**Moved Cr.Elstone Second Cr Rodda**

**CARRIED UNANIMOUSLY**

## 4 DISCLOSURES OF INTERESTS

Councillor Crisp advised that he had a pecuniary interest in Item 12.1 as he is an employee of a tender Panel Contract supplier, Nifty Engineering.

Councillor Rodda advised that she had a significant pecuniary interest in Item 9.3 as she has a financial involvement as event coordinator for the Wentworth Regional Community Project Association.

Councillor Beaumont advised that he had a less than significant non-pecuniary interest in Item 9.3 as he is the President of Wentworth Regional Tourism Inc who provided a letter of support

## 5 CONFIRMATION OF MINUTES

### Recommendation

That the Minutes of the Ordinary Meeting held 15 November 2023 be confirmed as circulated.

**Council Resolution**

That the Minutes of the Ordinary Meeting held 15 November 2023 be confirmed as circulated.

**Moved Cr. MacAllister, Seconded Cr Cooper**

**CARRIED UNANIMOUSLY**

**Council Resolution**

That Standing Orders be suspended for the purpose of a Public Forum in regard to Item 9.10.

**Moved Cr. MacAllister, Seconded Cr Crisp**

**CARRIED UNANIMOUSLY**

Mrs Joan Smith spoke against Item 9.10.

Andrew Mason spoke for Item 9.10.

Jeff Woodroffe spoke against Item 9.10.

Ian Hazeldene spoke for Item 9.10.

John Raven spoke against Item 9.10.

James Golsworthy spoke for Item 9.10.

**Council Resolution**

That Standing Orders be resumed and we move back into Ordinary Council.

**Moved Cr. MacAllister, Seconded Cr Crisp**

**CARRIED UNANIMOUSLY**

## 6 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS

### 6.1 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS

File Number: RPT/23/766

Responsible Officer: Ken Ross - General Manager  
Responsible Division: Office of the General Manager  
Reporting Officer: Gayle Marsden - Executive Assistant

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

#### Summary

The Outstanding Actions report provides details of activities raised at previous Council meetings that remain outstanding.

#### Officer Recommendation

That Council receives and notes the list of outstanding matters as at 6 December 2023.

#### Council Resolution

That Council receives and notes the list of outstanding matters as at 6 December 2023.

**Moved Cr Cooper, Seconded Cr Beaumont**

**CARRIED UNANIMOUSLY**

## 7 Mayoral and Councillor Reports

## 7.1 MAYORAL REPORT

File Number: RPT/23/767

**Recommendation**

That Council receives and notes the information contained in the Mayoral report.

**Council Resolution**

That Council receives and notes the information contained in the Mayoral report.

**Moved Cr Linklater, Seconded Cr. Nichols**

**CARRIED UNANIMOUSLY**

Cr Linklater gave a verbal report regarding the Murray Darling Association Region 4 Meeting.

Cr Linklater congratulated Susey from Gyndarna Preschool on 40 years service.

**7.2 WILLANDRA LAKES REGION WORLD HERITAGE ADVISORY COMMITTEE  
MEETING REPORT OCTOBER 2023**

File Number: RPT/23/804

**Summary**

The Willandra Lakes Region World Heritage Advisory Committee held their meeting on 4 and 5 October 2023. Councillor MacAllister is the Local Government representative for the committee and has provided a copy of the committee's report.

**Recommendation**

That the information contained in the report provided by Councillor MacAllister be noted.

**Council Resolution**

That the information contained in the report provided by Councillor MacAllister be noted.

**Moved Cr. MacAllister, Seconded Cr Rodda**

**CARRIED UNANIMOUSLY**



### 7.3 AUSTRALIA COMMUNITY ACHIEVEMENT AWARDS - BOTTLE BEND RESERVE LAND MANAGER FINALIST

File Number: RPT/23/806

#### Summary

Councillor MacAllister attended the NSW/ACT Community Achievement Awards presentation in Sydney 25 November 2023 on behalf of the Bottle Bend Land Manager Committee of which she is the Council representative.

#### Recommendation

That the information contained in the report from Councillor MacAllister be noted.

#### Council Resolution

That the information contained in the report from Councillor MacAllister be noted.

**Moved Cr. MacAllister, Seconded Cr. Nichols**

**CARRIED UNANIMOUSLY**

Cr Nichols gave a verbal report regarding the Pomona School presentation.

Cr Nichols gave a verbal report regarding the Wentworth Christmas markets.

Cr Nichols gave a verbal report regarding the Dareton Markets.

Cr Nichols gave a verbal report regarding the staff presentations.

Cr Rodda gave a verbal report regarding the staff presentations.

Australian Inland Botanic Gardens & Wentworth Regional Tourism Inc held their Annual General Meetings. Australian Inland Botanic Gardens masterplan document was presented.

Cr Beaumont gave a verbal report regarding the Wentworth Regional Tourism Inc Annual General meeting.

Cr Crisp gave a verbal report that he attended the Men in Shed Christmas function and the Dareton Primary School presentation.

## 8 Reports from Committees

**8.1 AUDIT, RISK AND IMPROVEMENT COMMITTEE**

File Number: RPT/23/752

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Simon Rule - Director Finance and Policy

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

**Summary**

A meeting of the Audit, Risk and Improvement Committee were held on 16 October 2023 and 3 November 2023 and the draft Minutes for each meeting have been separately circulated for the information of Councillors.

The Committee considered the following item of business:

- Review of Draft Annual Financial Statements
- Audit Office of NSW Update
- Quarterly Fraud Report
- Proposed Project & Contract Management Internal Audit Scope of Works
- Audit Committee Self-Assessment Review
- Procurement Review Action Plan Update
- 2023-2024 Work Plan
- Quarterly Operational Plan Progress Report
- Quarterly Budget Review – Fourth Quarter 2022-2023
- Roads & Engineering Overview.

**Officer Recommendation**

That Council:

- a) That Council receives and notes the draft minutes of the Audit, Risk and Improvement Committee Meetings held on 16 October 2023 and 3 November 2023.
- b) That Council approve the request from the Committee for an additional \$14,000 to be allocated so that the Project & Contract Management Internal Audit can be undertaken in 2023-2024 financial year.

**Council Resolution**

That Council:

- a) That Council receives and notes the draft minutes of the Audit, Risk and Improvement Committee Meetings held on 16 October 2023 and 3 November 2023.
- b) That Council approve the request from the Committee for an additional \$14,000 to be allocated so that the Project & Contract Management Internal Audit can be undertaken in 2023-2024 financial year.

**Moved Cr Beaumont, Seconded Cr. MacAllister**

**CARRIED**

***For the Motion :*** ***Clr.s Beaumont, Cooper, Crisp, Elstone, Linklater and MacAllister.***

***Against the Motion:*** ***Clr.s Nichols and Rodda.***

## 9 REPORTS TO COUNCIL

### 9.1 GENERAL MANAGERS REPORT

File Number: RPT/23/765

Responsible Officer: Ken Ross - General Manager  
Responsible Division: Office of the General Manager  
Reporting Officer: Gayle Marsden - Executive Assistant

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

#### **Summary**

The General Manager's report details information pertaining to meetings attended and general information which are of public interest, and which have not been reported elsewhere in this agenda. Items of note in this report are:

1. OLG Circulars
2. Meetings  
As listed
3. Upcoming meetings or events  
As listed
4. Other items of note

#### **Recommendation**

That Council receives and notes the information contained within the report from the General Manager.

#### **Council Resolution**

That Council receives and notes the information contained within the report from the General Manager.

**Moved Cr Cooper, Seconded Cr. MacAllister**

**CARRIED UNANIMOUSLY**

**9.2 GOL GOL PUBLIC SCHOOL - REQUEST FOR FINANCIAL ASSISTANCE**

File Number: RPT/23/756

Responsible Officer: Ken Ross - General Manager  
Responsible Division: Office of the General Manager  
Reporting Officer: Hannah Nicholas - Business Support Officer

Objective: 1.0 Wentworth Shire is a vibrant, growing and thriving Region  
Strategy: 1.2 Promote the Wentworth Region as a desirable visitor and tourism destination

**Summary**

Council is in receipt of a request to provide financial sponsorship by means of in-kind support for the 2024 Gol Gol Country Fair to be held on 5 May 2024. This event is organised by Gol Gol Public School and the School has provided a list of in-kind support they require. Preliminary calculations put the value of in-kind support at \$2,744.00 inc. GST.

**Recommendation**

That Council provide financial sponsorship by means of in-kind support for the 2024 Gol Gol Country fair to be held on 5 May 2024.

**Council Resolution**

That Council provide financial sponsorship by means of in-kind support for the 2024 Gol Gol Country fair to be held on 5 May 2024.

**Moved Cr Rodda, Seconded Cr. Nichols**

**CARRIED UNANIMOUSLY**

**9.3 WENTWORTH REGIONAL COMMUNITY PROJECT ASSOCIATION - REQUEST FOR FINANCIAL ASSISTANCE**

File Number: RPT/23/764

Responsible Officer: Ken Ross - General Manager  
Responsible Division: Office of the General Manager  
Reporting Officer: Hannah Nicholas - Business Support Officer

Objective: 1.0 Wentworth Shire is a vibrant, growing and thriving Region  
Strategy: 1.2 Promote the Wentworth Region as a desirable visitor and tourism destination

*At 08:32 pm Councillor Brian Beaumont left the Council Chambers.*

*At 08:32 pm Councillor Jo Rodda left the Council Chambers.*

**Summary**

Council is in receipt of a request to provide further financial sponsorship towards the 2023 Christmas Eve Street Party, held on 24 December 2023 in Wentworth. This event is organised by the Wentworth Regional Community Project Association. A grant in the amount of \$5,000.00 has been provided through Council's Financial Assistance Program to the event organisers at the 15 November 2023 Council meeting.

Wentworth Regional Community Project Association has advised that whilst they do obtain funds via a raffle held during the event, they need further support in the amount of \$4,000.00 for costs associated with holding the event.

**Recommendation**

That Council consider providing further financial sponsorship for the 2023 Christmas Eve Street Party held in Wentworth.

**Council Resolution**

That Council provide further financial support of \$4000 to the Wentworth Regional Community Project Association Inc and inform the association that Council requests to review the costs and activities involved in this event and in the future.

**Moved Cr Crisp, Seconded Cr. MacAllister**

**CARRIED UNANIMOUSLY**

*At 08:44 pm Councillor Brian Beaumont returned to Council Chambers.*

*At 08:44 pm Councillor Jo Rodda returned to Council Chambers.*

**9.4 WDR175 MILKENGAY ROAD CLOSURE**

File Number: RPT/23/785

Responsible Officer: Ken Ross - General Manager  
Responsible Division: Office of the General Manager  
Reporting Officer: Hannah Nicholas - Business Support Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment  
Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

**Summary**

Council has been approached by the Department of Planning and Environment (the Department) with regards to a proposed road closure that was identified under the Legal Road Network (LRN) Project.

The Department has become aware that the closure of WDR175, known as Milkengay Road – Para/Anabran South, had been overlooked by the LRN Project despite notification of the proposed closure being provided to Council on 6 November 2017. The Department has now requested to proceed with the closure.

**Recommendation**

That Council:

- a) Approves the closure of WDR175 (Milkengay Road)
- b) Gives the Department of Planning and Environment authority to proceed with the closure of WDR175 under Division 3 of Part 4 of the *Roads Act 1993* on behalf of Council;
- c) Approves the Department of Planning and Environment publishing of a notice of closure in the Government Gazette on behalf of Council.

**Council Resolution**

That Council:

- a) Approves the closure of WDR175 (Milkengay Road)
- b) Gives the Department of Planning and Environment authority to proceed with the closure of WDR175 under Division 3 of Part 4 of the *Roads Act 1993* on behalf of Council;
- c) Approves the Department of Planning and Environment publishing of a notice of closure in the Government Gazette on behalf of Council.

**Moved Cr. Elstone, Seconded Cr Crisp**

**CARRIED UNANIMOUSLY**

**9.5 MONTHLY FINANCE REPORT - NOVEMBER 2023**

File Number: RPT/23/772

Responsible Officer: Ken Ross - General Manager  
Responsible Division: Office of the General Manager  
Reporting Officer: Vanessa Lock - Finance Officer

Objective: 4.0 Wentworth is a caring , supportive and inclusive community that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership, planning, decision-making and service delivery

**Summary**

Rates and Charges collections for the month of November 2023 were \$1,489,632.07. After allowing for pensioner subsidies, the total levies collected are now 60.68%. For comparison purposes 57.73% of the levy had been collected at the end of November 2022. Council currently has \$49,790,247.56 in cash and investments.

**Recommendation**

That Council receives and notes the Monthly Finance Report.

**Council Resolution**

That Council receives and notes the Monthly Finance Report.

**Moved Cr. Elstone, Seconded Cr. Nichols**

**CARRIED UNANIMOUSLY**



**9.6 MONTHLY INVESTMENT REPORT - NOVEMBER 2023**

File Number: RPT/23/802

Responsible Officer: Ken Ross - General Manager  
Responsible Division: Office of the General Manager  
Reporting Officer: Bryce Watson - Accountant

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.5 Adopt practices of prudent asset, financial and human resource management across Council to ensure long-term sustainability and efficiency

**Summary**

As of 30 November 2023 Council had \$39 million invested in term deposits and \$10,790,247.56 in other cash investments. Council received \$141,488.46 from its investments for the month of November 2023.

In November 2023 Council investments averaged a rate of return of 4.55% and it currently has \$8,327,228.16 of internal restrictions and \$33,464,984.38 of external restrictions.

**Recommendation**

That Council receives and notes the monthly investment report.

**Council Resolution**

That Council receives and notes the monthly investment report.

**Moved Cr. Nichols, Seconded Cr Rodda**

**CARRIED UNANIMOUSLY**

**9.7 CODE OF CONDUCT COMPLAINT STATISTICS FOR THE PERIOD ENDING 31 AUGUST 2023**

File Number:	RPT/23/750
Responsible Officer:	Simon Rule - Director Finance and Policy
Responsible Division:	Finance and Policy
Reporting Officer:	Simon Rule - Director Finance and Policy
Objective:	4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner
Strategy:	4.2 A strong, responsible and representative government

**Summary**

The Procedures for the Administration of the Model Code of Conduct requires a report to be presented to Council within three months of the end of September each year on Code of Conduct complaints.

The information contained in the report pertains to the period ended 31 August 2023.

**Recommendation**

That Council notes the reporting of the Code of Conduct complaints statistics for the period ending 31 August 2023.

**Council Resolution**

That Council notes the reporting of the Code of Conduct complaints statistics for the period ending 31 August 2023.

**Moved Cr. Elstone, Seconded Cr Rodda**

**CARRIED UNANIMOUSLY**

**9.8 2022-2023 ANNUAL REPORT**

File Number: RPT/23/778

Responsible Officer: Ken Ross - General Manager  
Responsible Division: Office of the General Manager  
Reporting Officer: Deborah Zorzi - Governance Officer

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

**Summary**

Section 428 of the *Local Government Act 1993* (NSW) states that within five months after the end of each financial year Council must prepare a report for that year reporting as to its achievements in implementing its delivery program and the effectiveness of the principal activities undertaken.

There is no set format for the Annual Report and Council can develop the format that best suits them and their community provided mandatory and statutory requirements are addressed. It should be easy to navigate and understand by a wide range of people.

The Annual Report must be placed on Council's website with a link provided to the Minister for Local Government.

**Recommendation**

That Council notes the completion of the 2022-2023 Annual Report.

**Council Resolution**

That Council notes the completion of the 2022-2023 Annual Report.

**Moved Cr. MacAllister, Seconded Cr Beaumont**

**CARRIED UNANIMOUSLY**

**9.9 CLASIFICATION & CATEGORISATION OF CROWN LAND**

File Number: RPT/23/768

Responsible Officer: Matthew Carlin - Director Health and Planning  
 Responsible Division: Health and Planning  
 Reporting Officer: Hilary Dye - Property and Land Tenure Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment  
 Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

**Summary**

In December 2022, Council applied to the Crown Lands Minister to seek Minister's consent to adopt the Council's Draft Generic Plan of Management. Crown Lands conducted a review and has identified three crown reserves missing from the list of reserves Council identified.

Two parcels identified as Council's infrastructure and the other is a park / way side stop over. Prior to seeking the Minister's consent to assign both a classification and a categorisation to the land, concurrence by Council is sought.

**Recommendation**

That Council:

- a) Resolves to seek the Crown Land Minister's consent to reclassify the following land as Operational Land.

Parish of	Reserve	Lot(s)	DP	Use
Wentworth	74306	600	756961	Mourquong Water Supply
Gol Gol	86496	197 & 212	756946	Rubbish Depot

- b) Resolves to seek Crown Land Minister's consent to assign the classification of Community Land to part Reserve 32012 with a categorisation of Park.

Parish of	Reserve	Lot(s)	DP	Use
Wentworth	32012	101	1253778	Way side stopover / access to Effluent Disposal Station

**Council Resolution**

That Council:

- a) Resolves to seek the Crown Land Minister's consent to reclassify the following land as Operational Land.

Parish of	Reserve	Lot(s)	DP	Use
Wentworth	74306	600	756961	Mourquong Water Supply
Gol Gol	86496	197 & 212	756946	Rubbish Depot

- b) Resolves to seek Crown Land Minister's consent to assign the classification of Community Land to part Reserve 32012 with a categorisation of Park.

Parish of	Reserve	Lot(s)	DP	Use
Wentworth	32012	101	1253778	Way side stopover / access to Effluent Disposal Station

**Moved Cr. Nichols, Seconded Cr Rodda**

**CARRIED UNANIMOUSLY**

**9.10 DA2023/102 TWO (2) AIRCRAFT HANGARS WITH AN OFFICE AND BUSINESS SIGNAGE 130A RENMARK ROAD LOT 1 DP 870517 WENTWORTH**

File Number: RPT/23/771

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Kerrie Copley - Planning Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.1 Ensure our planning decisions and controls enable the community to benefit from development

**Summary**

A development application (DA2023/102) was received by Council for two (2) aircraft hangars with an office and business signage to be located at 130A Renmark Road Lot 1 DP 870517 Wentworth.

Under the *Wentworth Local Environmental Plan 2011 (WLEP 2011)*, this development is permitted with consent when located within the RU1 Primary Production zone.

The proposed development of two (2) aircraft hangars with an office and business signage is to be located on site, while retaining the existing smaller hangar.

The application was publicly notified for 14 days as per the Council Community Participation Plan. During the public notification five (5) submissions were received by Council objecting to the proposed development.

Four (4) submissions supporting the proposed development were received outside of the public notification period.

As per Council delegations, any development applications with three (3) or more submissions cannot be determined under delegated authority, and must be determined by Council.

**Recommendation**

That Council:

1. Approve DA2023/102 being a Two (2) aircraft hangars with an office and business signage located at 130A Renmark Road Lot 1 DP 870517 Wentworth.
2. Call a division in accordance with S375A of the Local Government Act 1993 (NSW).

**Council Resolution**

That Council:

1. Approve DA2023/102 being a Two (2) aircraft hangars with an office and business signage located at 130A Renmark Road Lot 1 DP 870517 Wentworth.
2. Call a division in accordance with S375A of the Local Government Act 1993 (NSW)

**Moved Cr. MacAllister, Seconded Cr Cooper**

**CARRIED**

*In accordance with Section 375A of the Local Government Act the Mayor called for a division.*

*For the Motion :*                      *Clr.s Beaumont, Cooper, Crisp, Elstone, Linklater, MacAllister and Nichols.*

*Against the Motion:*              *Clr. Rodda.*

**9.11 DA2023/097 SWIMMING POOL WITH SAFETY BARRIER 75-77 WENTWORTH STREET LOT 58 DP 756994 WENTWORTH**

File Number: RPT/23/732

Responsible Officer: Matthew Carlin - Director Health and Planning

Responsible Division: Health and Planning

Reporting Officer: Kerrie Copley - Planning Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.1 Ensure our planning decisions and controls enable the community to benefit from development

**Summary**

A development application (DA2023/097) was received by Council for a swimming pool with safety barrier to be located at 75-77 Wentworth Street Road Lot 58 DP 756994 Wentworth in close proximity to the river.

Under the *Wentworth Local Environmental Plan 2011 (WLEP 2011)*, this development is permitted with consent when located within the RU5 Village zone, as ancillary development.

The proposed swimming pool with safety barrier is to be located between the existing dwelling and the high bank of the Darling River. The proposed swimming pool is to be located 3.28m from the high bank of the river, while the safety barrier is 1.28m away. The required river setback under clause 7.6 the WLEP 2011 is 30m from the high bank of the river. As part of the 7.6 assessment, a variation to the 30m river setback standard was required (usually referred to as a 4.6 variation).

Due to the variation being greater than 10%, the application cannot be determined under delegated authority, and must be determined by Council.

**Recommendation**

That Council:

1. Refuse DA2023/097 being a swimming pool and safety barrier located at 75-77 Wentworth Street Lot 58 DP 756994 Wentworth.
2. Call a division in accordance with S375A of the Local Government Act 1993 (NSW).

**Council Resolution**

That Council:

1. Refuse DA2023/097 being a swimming pool and safety barrier located at 75-77 Wentworth Street Lot 58 DP 756994 Wentworth.
2. Call a division in accordance with S375A of the Local Government Act 1993 (NSW).

**Moved Cr Crisp, Seconded Cr Cooper**

**Amendment**

That Council:

1. Approve DA2023/097 being a swimming pool and safety barrier located at 75-77



Wentworth Street Lot 58 DP 756994 Wentworth.

2. Call a division in accordance with S375A of the Local Government Act 1993 (NSW).

**Moved Cr. Elstone, Seconded Cr Cooper**

**CARRIED**

**Council Resolution**

That Council:

1. Approve DA2023/097 being a swimming pool and safety barrier located at 75-77 Wentworth Street Lot 58 DP 756994 Wentworth.
2. Call a division in accordance with S375A of the Local Government Act 1993 (NSW).

**Moved Cr. Elstone, Seconded Cr Cooper**

Voting on item 9.11 was 4 for and 4 against.

Mayor Linklater applied his casting vote, the decision was 5 to 4.

**CARRIED**

***In accordance with Section 375A of the Local Government Act the Mayor called for a division.***

***For the Motion :*** ***Clr.s Cooper, Crisp, Elstone and Linklater.***

***Against the Motion:*** ***Clr.s Beaumont, MacAllister, Nichols and Rodda.***

**9.12 DA2021/167 THREE (3) PRIVATE ROADSIDE SIGNS ADJACENT TO 514 SILVER CITY HIGHWAY LOT 1131 DP 720092 MOURQUONG**

File Number: RPT/23/786

Responsible Officer: Matthew Carlin - Director Health and Planning  
Responsible Division: Health and Planning  
Reporting Officer: George Kenende - Strategic Planning Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.1 Ensure our planning decisions and controls enable the community to benefit from development

**Summary**

A development application (DA2021/167) was received by Council for three roadside signs (signs) to be located in the road reserve of Silver City Highway adjacent to 514 Silver City Highway Lot 1131 DP 720092 Mourquong.

Under the Wentworth Local Environmental Plan 2011 (WLEP 2011), only development incidental or ancillary to the purpose of the SP2 Infrastructure zone are permitted with consent on the land. In this case the SP zone is for a road and signs can be considered as ancillary development to road reserves.

The Silver City Highway is a classified road, and any works or structures to be installed in its road reserve requires the concurrence of Transport for NSW (TfNSW). This concurrence is to be sought as part of the section 138 approval under the *Roads Act 1993* (NSW). In their response to the proposed signs on a classified road reserve, TfNSW have not provided support for the development and will not be providing assumed concurrence under the *Roads Acts 1993* (NSW).

Due to TfNSW not supporting the development, Council cannot approve an application which cannot legally be constructed on the land. As such, the application has been recommended for refusal. Under Wentworth Shire Council delegations, development applications cannot be refused under delegated authority and must be determined by Council.

**Recommendation**

That Council:

- a) Refuse to issue approval for DA2021/167 being 3 roadside signs in the Silver City Highway reserve adjacent to 514 Silver City Highway Lot 1131 DP 720092 Mourquong.
- b) Call a division in accordance with S375A of the Local Government Act 1993 (NSW).

**Council Resolution**

That Council:

- a) Refuse to issue approval for DA2021/167 being 3 roadside signs in the Silver City Highway reserve adjacent to 514 Silver City Highway Lot 1131 DP 720092

Mourquong.

- b) Call a division in accordance with S375A of the Local Government Act 1993 (NSW).

**Moved Cr Rodda, Seconded Cr Beaumont**

**CARRIED UNANIMOUSLY**

*In accordance with Section 375A of the Local Government Act the Mayor called for a division.*

*For the Motion :* **Clr.s Beaumont, Cooper, Crisp, Elstone, Linklater, MacAllister, Nichols and Rodda.**

*Against the Motion:* **Nil.**

**9.13 WENTWORTH LOCAL ENVIRONMENTAL PLAN 2011 – PLANNING PROPOSAL TO REZONE FROM RU5 TO E4 WITH 1000 SQM MINIMUM LOT SIZE LOT 94 & 95 DP 756946**

File Number: RPT/23/777

Responsible Officer: Matthew Carlin - Director Health and Planning  
Responsible Division: Health and Planning  
Reporting Officer: George Kenende - Strategic Planning Officer

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.1 Consistently engage and consult the whole community to ensure that feedback is captured and considered as part of decision-making and advocating processes

**Summary**

Wentworth Shire Council has received a Planning Proposal from Cadell Consulting Services on behalf of MH2 Engineering & Architectural Services and the land owner.

The Planning Proposal seeks to amend the Wentworth Local Environmental Plan 2011 (WLEP) for part of Lot 94 & 95 DP756946 (subject site) by rezoning it from RU5 Village to E4 General Industrial and a new Minimum Lot Size (MLS ) of 1000 square metres.

**Recommendation**

That Council resolves to:

- a) Submit the Planning Proposal to the Minister for the Department of Planning and Environment for consideration of a Gateway Determination to amend the Wentworth Local Environmental Plan 2011 in accordance with Section 3.34 of the Environmental Planning and Assessment Act 1979.
- b) Call a division in accordance with S375A of the Local Government Act 1993 (NSW).

**Council Resolution**

That Council resolves to:

- a) Submit the Planning Proposal to the Minister for the Department of Planning and Environment for consideration of a Gateway Determination to amend the Wentworth Local Environmental Plan 2011 in accordance with Section 3.34 of the Environmental Planning and Assessment Act 1979.
- b) Call a division in accordance with S375A of the Local Government Act 1993 (NSW).

**Moved Cr. MacAllister, Seconded Cr. Nichols**

**CARRIED UNANIMOUSLY**

***In accordance with Section 375A of the Local Government Act the Mayor called for a division.***

*For the Motion :*                      *Clr.s Beaumont, Cooper, Crisp, Elstone, Linklater,  
MacAllister, Nichols and Rodda.*

*Against the Motion:*                *Nil.*

**9.14 WENTWORTH LOCAL ENVIRONMENTAL PLAN 2011 – PLANNING PROPOSAL TO REDUCE MINIMUM LOT SIZE FROM 3000 SQM TO 2000 SQM AT 18 WILGA ROAD GOL GOL LOT 2 DP 875018**

File Number: RPT/23/773

Responsible Officer: Matthew Carlin - Director Health and Planning  
Responsible Division: Health and Planning  
Reporting Officer: George Kenende - Strategic Planning Officer

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.1 Consistently engage and consult the whole community to ensure that feedback is captured and considered as part of decision-making and advocating processes

**Summary**

Wentworth Shire Council has received a Planning Proposal from Cadell Consulting Services on behalf of Quad Property Investments Pty Ltd.

The Planning Proposal seeks to amend the Wentworth Local Environmental Plan 2011 (WLEP) by reducing the Minimum Lot Size of 18 Wilga Road Gol Gol Lot 2 DP 875018 (subject site) from 3000 square metres to 2000 square metres.

**Recommendation**

That Council:

- a) Resolves to submit the planning proposal to the Minister for the Department of Planning and Environment for consideration of a Gateway Determination to amend the Wentworth Local Environmental Plan 2011 in accordance with Section 3.34 of the Environmental Planning and Assessment Act 1979
- b) Call a division in accordance with S375A of the Local Government Act 1993 (NSW).

**Council Resolution**

That Council:

- a) Resolves to submit the planning proposal to the Minister for the Department of Planning and Environment for consideration of a Gateway Determination to amend the Wentworth Local Environmental Plan 2011 in accordance with Section 3.34 of the Environmental Planning and Assessment Act 1979
- b) Call a division in accordance with S375A of the Local Government Act 1993 (NSW).

**Moved Cr. MacAllister, Seconded Cr Rodda**

**CARRIED UNANIMOUSLY**

***In accordance with Section 375A of the Local Government Act the Mayor called for a division.***

*For the Motion :*                      *Clr.s Beaumont, Cooper, Crisp, Elstone, Linklater,  
MacAllister, Nichols and Rodda.*

*Against the Motion:*                *Nil.*

**9.15 PROJECT & WORKS UPDATE - DECEMBER 2023**

File Number: RPT/23/762

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Jamie-Lee Kelly - Administration Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

**Summary**

This report provides a summary of the projects and major works undertaken by the Roads and Engineering Department which have been completed during the months of November 2023 and the planned activities for December 2023.

**Recommendation**

That Council receives and notes the major works undertaken in November 2023 and the scheduled works for the following month.

**Council Resolution**

That Council receives and notes the major works undertaken in November 2023 and the scheduled works for the following month.

**Moved Cr. Elstone, Seconded Cr Crisp**

**CARRIED UNANIMOUSLY**



**10 NOTICES OF MOTIONS / QUESTIONS WITH NOTICE****10.1 PLANTINGS AT GOL GOL**

Cr Jo Rodda requested that the plantings be looked at due to the hot weather some are dying.

**10.2 RIVERFRONT PARCELS**

Cr Tim Elstone requested that the riverfront parcels be investigated to determine if the Minister consent does say that if one party declines the offer the arrangement cannot proceed.

The Director of Health and Planning advised that the paperwork for the parcels in question was currently with the Solicitors and he will look into the Ministers consent query.

**10.3 CURRENT PROJECTS**

Cr Susan Nichols requested that a list be provided of current projects and where they are up to.

The Director of Finance advised that there will be 3 quarterly reports provided prior to the end of the Council term, being February, May and August.

**10.4 NEW SEXUAL HARRASSMENT LAWS**

Cr Jane MacAllister advised that there are new laws to prevent sexual harassment in the workplace and suggested that a question be added to a future Pulse staff survey.

**10.5 LIGHTING SHAREDWAY GOL GOL**

Cr Daniel Linklater requested that lighting along the Gol Gol sharedway be investigated.

## 11 CONFIDENTIAL BUSINESS – ADJOURNMENT INTO CLOSED SESSION

Despite the right of members of the public to attend meetings of a council, the council may choose to close to the public, parts of the meeting that involve the discussion or receipt of certain matters as prescribed under section 10A(2) of the Local Government Act.

With the exception of matters concerning particular individuals (other than councillors) (10A(2)(a)), matters involving the personal hardship of a resident or ratepayer (10A(2)(b)) or matters that would disclose a trade secret (10A(2)(d)(iii)), council must be satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

The Act requires council to close the meeting for only so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security being protected. (section 10B(1)(a))

Section 10A(4) of the Act provides that a council may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed.

Section 10B(4) of the Act stipulates that for the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:-

- (a) a person may misinterpret or misunderstand the discussion, or
- (b) the discussion of the matter may -
  - (i) cause embarrassment to the council or committee concerned, or to councillors or to employees of the council, or
  - (ii) cause a loss of confidence in the council or committee.

### **Recommendation**

That Council adjourns into Closed Session, the recording of the meeting be suspended, and members of the press and public be excluded from the Closed Session, and that access to the correspondence and reports relating to the items considered during the course of the Closed Session be withheld unless declassified by separate resolution.

This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:-**12.1 Panel Contract - Supply of Building Trades - Professional & Consultation Services - PC2324/01. (RPT/23/683)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

### **12.2 Panel Contract - Supply of Road Construction Materials - PC2324/03. (RPT/23/684)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for

business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**12.3 Panel Contract - Hire of Construction Plant & Equipment PC2324/02. (RPT/23/685)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**12.4 Plant Replacement - Approval of Tender for new 4WD 48HP Tractor. (RPT/23/745)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**12.5 Plant Replacement - Approval of Tenders for replacement of Plant 34, 39 & 51. (RPT/23/746)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**12.6 PT2324/04 - Dareton to Namatjira Shared Path. (RPT/23/770)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**Council Resolution**

That Council adjourns into Closed Session, the recording of the meeting be suspended, and members of the press and public be excluded from the Closed Session, and that access to the correspondence and reports relating to the items considered during the course of the Closed Session be withheld unless declassified by separate resolution.

This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:-

**12.1 Panel Contract - Supply of Building Trades - Professional & Consultation Services - PC2324/01. (RPT/23/683)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**12.2 Panel Contract - Supply of Road Construction Materials - PC2324/03. (RPT/23/684)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**12.3 Panel Contract - Hire of Construction Plant & Equipment PC2324/02. (RPT/23/685)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**12.4 Plant Replacement - Approval of Tender for new 4WD 48HP Tractor. (RPT/23/745)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**12.5 Plant Replacement - Approval of Tenders for replacement of Plant 34, 39 & 51. (RPT/23/746)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**12.6 PT2324/04 - Dareton to Namatjira Shared Path. (RPT/23/770)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**Moved Cr. MacAllister, Seconded Cr Rodda**

**CARRIED UNANIMOUSLY**

## 12 OPEN COUNCIL - REPORT FROM CLOSED COUNCIL

### 12.1 PANEL CONTRACT - SUPPLY OF BUILDING TRADES - PROFESSIONAL & CONSULTATION SERVICES - PC2324/01

File Number: RPT/23/683

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Jamie-Lee Kelly - Administration Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

#### **REASON FOR CONFIDENTIALITY**

*This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.*

The General Manager advised that Council approved the Panel Contract supplier list attached to this report for the provision of Building Trades, Professional & Consultation Services PC2324/01 for a 3 year period.

**12.2 PANEL CONTRACT - SUPPLY OF ROAD CONSTRUCTION MATERIALS - PC2324/03**

File Number: RPT/23/684

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Jamie-Lee Kelly - Administration Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

**REASON FOR CONFIDENTIALITY**

*This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.*

The General Manager advised that Council approved the Panel Contract supplier list attached to this report for the supply of Road Construction Materials – PC2324/03 for a 3 year period.

**12.3 PANEL CONTRACT - HIRE OF CONSTRUCTION PLANT & EQUIPMENT  
PC2324/02**

File Number: RPT/23/685

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Jamie-Lee Kelly - Administration Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

**REASON FOR CONFIDENTIALITY**

*This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.*

The General Manager advised that Council approved the Panel Contract supplier list attached to this report for the provision of Hire of Construction Plant & Equipment – PC2324/02 for a 3 year period.



**12.4 PLANT REPLACEMENT - APPROVAL OF TENDER FOR NEW 4WD 48HP TRACTOR**

File Number: RPT/23/745

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Samantha Wall - Projects Administration

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.4 Use and manage our resources wisely

**REASON FOR CONFIDENTIALITY**

*This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.*

The General Manager advised that Council accepted the tender from O'Connors for the supply of one Case IH 60B Cab Tractor for the sum of \$64,900.00 inc GST.

**12.5 PLANT REPLACEMENT - APPROVAL OF TENDERS FOR REPLACEMENT OF PLANT 34, 39 & 51**

File Number: RPT/23/746

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Samantha Wall - Projects Administration

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.4 Use and manage our resources wisely

**REASON FOR CONFIDENTIALITY**

*This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.*

The General Manager advised that Council accepted the tender from O'Connors for the supply of three Case IH 60B Tractors for the sum of \$130,900.00 inc GST and that Council undertake an Expression of Interest for the disposal of the three tractors being replaced.

**12.6 PT2324/04 - DARETON TO NAMATJIRA SHARED PATH**

File Number: RPT/23/770

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Michael Hilliard - Project Engineer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.5 Infrastructure meets the needs of our growing Shire

**REASON FOR CONFIDENTIALITY**

*This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.*

The General Manager advised that Council in accordance with the provisions of the Local Government (General) Regulation 2021, section 178(1)(b) and 178(3) accept the tender from Fulton Hogan Pty Ltd to supply material for and to construct the concrete shared path and asphalt shared path for the sum of \$420,380.00 (ex GST) and that Council authorised the Mayor and General Manager to sign the contract documentation and affix the Council Seal.

## **13 CONCLUSION OF THE MEETING**

The meeting closed at 10:35pm

## **NEXT MEETING**

24 January 2024

.....  
**CHAIR**

## 6 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS

### 6.1 OUTSTANDING MATTERS FROM PREVIOUS MEETINGS

File Number: RPT/23/820

Responsible Officer: Ken Ross - General Manager  
 Responsible Division: Office of the General Manager  
 Reporting Officer: Hannah Nicholas - Business Support Officer

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

#### **Summary**

The Outstanding Actions report provides details of activities raised at previous Council meetings that remain outstanding.

#### **Officer Recommendation**

That Council receives and notes the list of outstanding matters as at 17 January 2024.

#### **Attachments**

1. Outstanding Actions as at 17 January 2024 [↓](#)

<div>Division: Committee: Officer:</div> <div>Ordinary Council</div>				<div>Date From: Date To:</div> <div>Printed: Wednesday, 17 January 2024 9:49:24 AM</div>	
Outstanding Action Items Report					
Meeting	Item	Title	Item	Action Record (latest first)	
Ordinary Council 20/07/2022	10.5	Darling Street Pavers	Cr Brian Beaumont asked if Council should be focussing on the issue raised on Facebook with the pavers in Darling Street.	16 Jan 2024 9:52am Wall, Samantha Design and consultation commenced in December with project options to be presented to Council in the new year.	
Ordinary Council 16/11/2022	10.1	PS RUBY	Cr Brian Beaumont requested that the future of the PS Ruby be placed back on the outstanding action list to be discussed at a future meeting.	15 Jan 2024 2:27pm Marsden, Gayle The Heritage and History Advisory Committee meeting has been placed on hold pending resource availability.	
Ordinary Council 20/09/2023	9.15	Dog Waste Stations	Cr Brian Beaumont requested that the installation of dog waste stations be investigated.	15 Jan 2024 2:32pm Marsden, Gayle The Dog Waste Station investigation has been placed on hold pending resource availability.	
Ordinary Council 20/09/2023	10.4	Off Leash Dog Park	Cr Susan Nichols asked if an off leash dog park could be considered.	15 Jan 2024 2:31pm Marsden, Gayle The investigation of Off Leash Dog Parks has been placed on hold pending resource availability.	
Ordinary Council 15/11/2023	10.4	Review of User Agreements for Crown Reserves	Cr Jo Rodda requested that the reviewing of user groups agreements be placed on the outstanding action list.	15 Jan 2024 10:47am Wall, Samantha Draft agreement to be finalised Dec 2023 for review and comments by working group Feb 2024. To be followed by feedback from User Group committees prior to Council approval May 2024.	
Ordinary Council 13/12/2023	10.1	Plantings at Gol Gol	Cr Jo Rodda requested that the plantings be looked as due to hot weather some are dying.	15 Jan 2024 10:33am Wall, Samantha Irrigation line was blocked and is now repaired. Parks & Gardens to delay replanting until end of summer.	
Ordinary Council 13/12/2023	10.2	Riverfront Parcels	Cr Tim Elstone requested that the riverfront parcels be investigated to determine if the Minister consent does say that if one party declines the offer the arrangement cannot proceed.  The Director of Health and Planning advised that the paperwork for the parcels in question was currently with the Solicitors and he will look into the Ministers consent query.	09 Jan 2024 9:39am Carlin, Matthew A review of the gateway determination shows that any river front parcel zoned RU1 Primary Production cannot be subdivided below the MLS where it is not going to be consolidated into the overall parcel. Therefore, this restricts an RU1	

<div><div>Division: Committee: Officer:</div><div>Ordinary Council</div></div> <div><div>Date From: Date To:</div><div>Printed: Wednesday, 17 January 2024 9:49:24 AM</div></div> <div>Outstanding Action Items Report</div>			
			parcel from being subdivided where not all land holders have agreed to the acquisition.
Ordinary Council 13/12/2023	10.4	New Sexual Harassment Laws	<p>Cr Jane MacAllister advised that there are new laws to prevent sexual harassment in the workplace and suggested that a question be added to a future Pulse staff survey.</p> <p><b>09 Jan 2024 10:13am Norris, Glen</b> Council staff are in the process of drafting an operational policy/procedure titled "Respect at work" which will aim to assist Council in meeting requirements under relevant Acts. StateCover Mutual (Council's insurer) is conducting training in this area in March 2024 with the leadership team, with the whole training then to be rolled out to all staff in 2024.</p>
Ordinary Council 13/12/2023	10.5	Lighting Sharedway Gol Gol	<p>Cr Daniel Linklater requested that lighting along the Gol Gol sharedway be investigated.</p> <p><b>15 Jan 2024 10:47am Wall, Samantha</b> Pathway scheduled for upgrade end 2024 under Resources for Regions funding Round 9. Lighting component to be bought forward with proposed solar lighting estimated installation April/May 2024.</p>

## 7 MAYORAL AND COUNCILLOR REPORTS

### 7.1 MAYORAL REPORT

File Number: RPT/23/819

#### Summary

The purpose of this report is to advise Council of meetings, conferences and appointments undertaken by Mayor Linklater for the period of 14 December 2023 – 24 January 2024.

#### Recommendation

That Council receives and notes the information contained in the Mayoral report

#### Report

The following table lists the meetings attended by Mayor Linklater for the period of 14 December 2023 – 24 January 2024.

Mayor Linklater was on leave from 21 December 2023 to 7 January 2024.

Date	Meeting	Location
14 Dec 2023	South West Water Users	Mildura
14 Dec 2023	Glenn Stewart, Regional Manager – Bendigo Bank	Buronga
19 Dec 2023	Mayoral Meeting	Wentworth
20 Dec 2023	Matt Campbell, Director of Policy – Minister Rose Jackson	Video Conference
9 Jan 2024	Mayoral Meeting	Wentworth
10 Jan 2024	ClubGrants Category (1) Funding Committee	Wentworth
10 Jan 2024	Minister Aitchison, Minister for Regional Transport and Roads	Wentworth
10 Jan 2024	James King Park Meeting	Gol Gol
16 Jan 2024	Mayoral Meeting	Wentworth
23 Jan 2024	Mayoral Meeting	Wentworth
24 Jan 2024	Pre Meeting Briefing	Wentworth
24 Jan 2024	Ordinary Council Meeting	Wentworth

#### Attachments

Nil



**8      REPORTS FROM COMMITTEES**

Nil

## 9 REPORTS TO COUNCIL

### 9.1 GENERAL MANAGERS REPORT

File Number: RPT/23/816

Responsible Officer: Ken Ross - General Manager  
 Responsible Division: Office of the General Manager  
 Reporting Officer: Hannah Nicholas - Business Support Officer

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

#### **Summary**

The General Manager's report details information pertaining to meetings attended and general information which are of public interest, and which have not been reported elsewhere in this agenda. Items of note in this report are:

1. OLG Circulars  
Circulars 23-16 to 23-17
2. Meetings  
As listed
3. Upcoming meetings or events  
As listed
4. Other items of note

#### **Recommendation**

That Council receives and notes the information contained within the report from the General Manager.

#### **Detailed Report**

##### **1. Circulars**

##### **Circular 23-16 - Regulation amendments to protect the employment of waste workers**

Amendments have been made to the Local Government (General) Regulation 2021 (the Regulation) to strengthen employment protections where councils tender for domestic or other waste management services.

##### **Key Points**

- The Regulation defines "domestic or other waste management services" as "the storage, treatment, processing, collecting, removal, disposal, destruction, sorting or recycling of domestic waste and other waste."
- The new requirements also apply in circumstances where the services which are the subject of a tender are currently provided in-house by council employees and the council is proposing to outsource the provision of the services.

**Circular 23-17 - Update on councils' obligations under the Modern Slavery Act 2018 (NSW)**

- The Modern Slavery Act 2018 (NSW) (the MSA) created new obligations for councils under the Local Government Act 1993 (the LGA) relating to modern slavery.
- Local councils are required to take reasonable steps to ensure that the goods and services they procure are not the product of modern slavery, and to report on those steps.
- The sector and other covered entities identified there was limited formal, authoritative guidance available to manage their modern slavery risk management efforts.
- As a result, the NSW Anti-slavery Commissioner (the Commissioner) has issued guidance on reasonable steps to manage modern slavery risks in operations and supply chains (the Guidance on Reasonable Steps).
- The Guidance on Reasonable Steps will become operative on 1 January 2024.

**Key Points**

- The Guidance on Reasonable Steps is the central plank of the Shared Implementation Framework developed by the Commissioner in consultation with the NSW Procurement Board and covered entities.
- The Guidance on Reasonable Steps provides detailed guidance for councils on managing modern slavery risks in their operations and supply chains.
- It is anticipated that the Guidance on Reasonable Steps will be integrated with existing procurement policy frameworks through incorporation by reference into the Office of Local Government's Procurement Guidelines (the Procurement Guidelines).
- The Procurement Guidelines will be issued under section 23A of the LGA which requires councils to consider them when exercising their functions.

**2. Meetings**

Following is a list of meetings or events attended by the General Manager for the period of 14 December 2023 – 24 January 2024.

<b>Date</b>	<b>Meeting</b>	<b>Location</b>
14 Dec 2023	South West Water Users	Mildura
14 Dec 2023	Glenn Stewart, Regional Manager – Bendigo Bank	Buronga
18 Dec 2023	Meeting with Iluka Resources	Wentworth
19 Dec 2023	Mayoral Meeting	Wentworth
20 Dec 2023	Matt Campbell, Director of Policy – Minister Rose Jackson	Video Conference
9 Jan 2024	Mayoral Meeting	Wentworth
10 Jan 2024	ClubGrants Category (1) Funding Committee Meeting	Wentworth
10 Jan 2024	Meeting with Minister Aitchison	Wentworth
16 Jan 2024	Mayoral Meeting	Wentworth
23 Jan 2024	Mayoral Meeting	Wentworth

24 Jan 2024	Pre Meeting Briefing	Wentworth
24 Jan 2024	Ordinary Council Meeting	Wentworth

### 3. Events

Following is a list of upcoming events, conferences, or committee meetings, including out of region meetings where the Shire has been requested to attend in an official capacity from 25 January 2024 – 21 February 2024.

Date	Meeting	Proposed Attendees	Location
25 Jan 2024	Opening Carramar Oval Cricket Nets – Helen Dalton	Councillors	Gol Gol
25 Jan 2024	2024 Australia Day Awards and Citizenship Ceremony	Councillors and Council Staff	Dareton
26 Jan 2024	Australian Inland Botanic Gardens Australia Day Breakfast	Councillors	Buronga
26 Jan 2024	Dareton CAT Community Brunch in the Park	Councillors	Dareton
5 Feb 2024	Wentworth Regional Tourism Inc Meeting	Cr Rodda	Wentworth
6 Feb 2024	Country Mayors Forum	Mayor Linklater	Video Conference
6 Feb 2024	Carramar Drive Sporting Complex User Group Meeting	Mayor Linklater, Cr MacAllister and Cr Rodda	Gol Gol
9 Feb 2024	Audit, Risk & Improvement Committee Meeting	Cr Beaumont	Wentworth
13 Feb 2024	Australian Inland Botanic Gardens Meeting	Cr MacAllister and Cr Rodda	Mildura
14 Feb 2024	Local Emergency Management Committee Meeting	General Manager	Buronga
14 Feb 2024	Mildura Rural City Council and Wentworth Shire Council Joint Meeting	MRCC and WSC Councillors and Executive Staff	Mildura
15 Feb 2024	Wentworth Shire Interagency Group Meeting	Cr MacAllister and Cr Rodda	Buronga
21 Feb 2024	Presentation from Iluka	Councillors	Wentworth

### 4. Other items of note

#### Tourism Officers Report

#### Update on Events

#### Dareton Christmas Markets

- The Dareton Christmas Markets were held on Saturday 9 December from 8.30am – 12.00pm, in Tapio Street, Dareton. The markets were a great initiative for the community, with many attendees enjoying the community breakfast, which was run by Dareton Men in a Shed as well as the range of stallholders, free kids activities and live music.

#### Gol Gol Carols with a Twist

- The Gol Gol Carols with a Twist were held on Sunday 10 December from 4.00pm – 8.00pm at Carramar Oval in Gol Gol.
- Attendees enjoyed the range of free kids activities including pony rides, sticky wall, mechanical bull, rock climbing wall, face painting and balloon animals. The performances throughout the night included local school groups singing carols, various singing performances, dance groups, a magician, acrobatics and a fire twirler.
- The event also included stalls selling toys and confectionary, the Wentworth Shire Libraries team giving away free fairy floss and popcorn, a range of food vans and a visit from Santa.
- The event was very well attended with lots of positive feedback received and requests for the event to return again in the future.

#### **Upcoming Council Events for 2024**

- Youth Week Outdoor Cinema, to be held in conjunction with a Youth Leadership Group from Coomealla High School: Friday 12 March 2024  
*Funding application currently in progress*
- Dareton Markets, to be held in conjunction with the Dareton/Coomealla Centenary Celebrations: Sunday 28 April 2024  
*Confirmed*
- Wentworth Winter Art Festival: Winter 2024  
*To proceed if a funding opportunity arises*
- Wentworth Junction Rally: Saturday 6 July & Sunday 7 July 2024  
*Confirmed. Run by the Junction Rally committee.*

#### **General Tourism**

##### Tourism Strategy

The first planning meeting has taken place with the contracted organisation, *Customer Frame*. A timeline is currently being finalised and preparation work for a community survey is underway. The community survey is proposed to go live from the beginning of February for a duration of two weeks. A marketing campaign will run in conjunction with the community survey to ensure members of the community have the ability to participate.

##### New Tourism Billboards

New Tourism Billboards have been installed in Wentworth, Curlwaa and Gol Gol to match the Buronga billboard, installed early last year.

#### **Attachments**

1. Circular 23-16 [↓](#)
2. Circular 23-17 [↓](#)



Office of  
Local Government

## Circular to Councils

<b>Circular Details</b>	23-16 / 15 December 2023 / A885509
<b>Previous Circular</b>	N/A
<b>Who should read this</b>	Councillors / General Managers / Council procurement staff
<b>Contact</b>	Council Governance Team / (02) 4428 4100 / <a href="mailto:olg@olg.nsw.gov.au">olg@olg.nsw.gov.au</a>
<b>Action required</b>	Council to Implement

### Regulation amendments to protect the employment of waste workers.

#### What's new or changing

- Amendments have been made to the Local Government (General) Regulation 2021 (the Regulation) to strengthen employment protections where councils tender for domestic or other waste management services.

#### What this will mean for your council

- Section 173 of the Regulation has been amended to require tender submissions for the performance of domestic or other waste management services to contain an undertaking that the tenderer will ensure that current employees (whether of the council or the current contractor) will be offered employment to continue to provide the service, and for anyone who accepts the offer of employment:
  - the employment will be on at least the same terms as the individual's current employment, and
  - the employment will be taken to be a continuation of the individual's current employment with no loss of entitlements, and
  - the tenderer will pay an annual increase in the individual's base rate pay in accordance with the applicable industrial instrument or the Local Government (State) Award if there is no applicable instrument.
- Section 177 of the Regulation has been amended to provide that tender submissions for the performance of domestic or other waste management services cannot be considered by a council unless they contain the required undertaking.
- To facilitate the giving of undertakings, section 170 of the Regulation has been amended to require tender proposal documents issued by councils in relation to contracts for the performance of domestic or other waste management services to provide details of the employees who currently provide the service and the terms on which they are employed. This information must be provided in a way that protects the privacy of individual workers. This information is not required to be included if the council cannot reasonably obtain access to the information.
- Section 178(1A) of the Regulation has been amended to provide that a council must not accept a tender submission for a proposed contract unless the council has consulted with each relevant union and the unions are satisfied that appropriate industrial arrangements will be in place to ensure compliance with the undertaking during the life of the contract.
- Section 178 of the General Regulation currently provides that councils must ensure that every contract they enter into as a result of a tender submission

Office of Local Government  
5 O'Keefe Avenue NOWRA NSW 2541  
Locked Bag 3015 NOWRA NSW 2541  
T 02 4428 4100 F 02 4428 4199 TTY 02 4428 4209  
E [olg@olg.nsw.gov.au](mailto:olg@olg.nsw.gov.au) W [www.olg.nsw.gov.au](http://www.olg.nsw.gov.au) ABN 20 770 707 468

they accept, is with the successful tenderer and in accordance with the tender. This means that the terms and conditions of any contract for the performance of domestic or other waste management services must reflect the undertaking given by the tenderer.

- Section 173(6) of the Regulation further provides that an individual, to which an undertaking relates, may take action to enforce the undertaking as if the undertaking were a contract between the tenderer and the individual.

### Key points

- The Regulation defines “domestic or other waste management services” as “the storage, treatment, processing, collecting, removal, disposal, destruction, sorting or recycling of domestic waste and other waste.”
- The new requirements also apply in circumstances where the services which are the subject of a tender are currently provided in-house by council employees and the council is proposing to outsource the provision of the services.

### Where to go for further information

- For further information please contact the Council Governance Team on 02 4428 4100 or by email at [olg@olg.nsw.gov.au](mailto:olg@olg.nsw.gov.au).

**Brett Whitworth**  
**Deputy Secretary, Local Government**

Office of Local Government  
5 O'Keefe Avenue NOWRA NSW 2541  
Locked Bag 3015 NOWRA NSW 2541  
T 02 4428 4100 F 02 4428 4199 TTY 02 4428 4209  
E [olg@olg.nsw.gov.au](mailto:olg@olg.nsw.gov.au) W [www.olg.nsw.gov.au](http://www.olg.nsw.gov.au) ABN 20 770 707 468

**From:** [Office of Local Government](#)  
**To:** [Wentworth Shire Council](#)  
**Subject:** Council Circular 23-17 Update on councils' obligations under the Modern Slavery Act 2018 (NSW)  
**Date:** Thursday, 21 December 2023 9:41:42 AM

You don't often get email from newsletter@info.olg.nsw.gov.au. [Learn why this is important](#)



STRENGTHENING LOCAL GOVERNMENT

[SUBSCRIBE](#) | [PRINT](#) | [FORWARD](#)

## Council Circular

21 December 2023

### 23-17 Update on councils' obligations under the Modern Slavery Act 2018 (NSW)

<b>Circular Details</b>	23-17 / 21 December 2023 / A884602
<b>Previous Circular</b>	<a href="#">22-09 Councils' obligations under the Modern Slavery Act 2018</a>
<b>Who should read this</b>	Councillors / General Managers / Council governance and procurement staff members
<b>Contact</b>	Office of the Anti-slavery Commissioner/ <a href="mailto:GRS@dcj.nsw.gov.au">GRS@dcj.nsw.gov.au</a>
<b>Action Required</b>	Council to Implement
<b>PDF Version of Circular</b>	<a href="#">23-17 Update on councils' obligations under the Modern Slavery Act 2018 (NSW)</a>

#### What's new or changing

- The *Modern Slavery Act 2018* (NSW) (the MSA) created new obligations for councils under the Local Government Act 1993 (the LGA) relating to modern slavery.
- Local councils are required to take reasonable steps to ensure that the goods and services they procure are not the product of modern slavery, and to report on those steps.
- The sector and other covered entities identified there was limited formal, authoritative guidance available to manage their modern slavery risk management efforts.
- As a result, the NSW Anti-slavery Commissioner (the Commissioner) has issued guidance on reasonable steps to manage modern slavery risks in operations and supply chains (the



Guidance on Reasonable Steps) which is available [here](#).

- The Guidance on Reasonable Steps will become operative on **1 January 2024**.

#### What this will mean for your council

- Commencing from the 2022/23 financial year, each council is required to publish in their annual reports:
  - a statement of the action taken by the council in relation to any issue raised by the Commissioner during the year concerning the operations of the council and identified by the Commissioner as being a significant issue, and
  - a statement of steps taken to ensure that goods and services procured by and for the council during the year were not the product of modern slavery within the meaning of the MSA.
- The Commissioner acknowledges that annual reporting occurring prior to 31 December 2023 will deal with activity undertaken before the Guidance on Reasonable Steps was operative.
- The Commissioner encourages councils to use the Guidance on Reasonable Steps, including the annual reporting template offered in Appendix K, to guide their reporting.
- The Commissioner however will be cognisant of the fact that the Guidance on Reasonable Steps was not yet available or operative.
- For annual reporting between 1 January 2024 and 31 December 2024, the Guidance on Reasonable Steps will be in effect and councils are expected to report in accordance with it.
  - From 1 January 2024, councils should report annually in two places:
    - by including relevant information in their agency's formal annual report; and
    - using the online GRS Annual Reporting Form.
- In addition to annual reporting, the Guidance on Reasonable Steps provides for transactional reporting of certain procurements.
- From 1 July 2024, councils must file an online report with the Office of the Anti-slavery Commissioner within 45 days of the entry into force of any contract:
  - arising from a 'heightened' modern slavery due diligence procurement process; and
  - with a value of AUD \$150,000 (including GST) or more.
- The Commissioner will monitor compliance by the local government sector and will keep a register that may identify any entity failing to comply, as well as any other information the Commissioner thinks appropriate.

#### Key points

- The Guidance on Reasonable Steps is the central plank of the Shared Implementation Framework developed by the Commissioner in consultation with the NSW Procurement Board and covered entities.
- The Guidance on Reasonable Steps provides detailed guidance for councils on managing modern slavery risks in their operations and supply chains.
- It is anticipated that the Guidance on Reasonable Steps will be integrated with existing procurement policy frameworks through incorporation by reference into the Office of Local Government's Procurement Guidelines (the Procurement Guidelines).
- The Procurement Guidelines will be issued under section 23A of the LGA which requires councils to consider them when exercising their functions.

#### Where to go for further information

- The Guidance on Reasonable Steps is available [here](#).

- Additional resources breaking down key concepts and processes in the Guidance on Reasonable Steps are available [here](#).
- Information on modern slavery is available [here](#).
- The MSA is available [here](#).
- For more information on these requirements contact the Office of the Anti-slavery Commissioner by email at [GRS@dcj.nsw.gov.au](mailto:GRS@dcj.nsw.gov.au).

Brett Whitworth  
Deputy Secretary, Local Government

STRENGTHENING LOCAL GOVERNMENT

[Archive](#)

| [Print](#)

| [Forward](#)

Office of Local Government  
5 O'Keefe Avenue NOWRA NSW 2541  
Locked Bag 3015 NOWRA NSW 2541  
T 02 4428 4100 F 02 4428 4199 TTY 02 4428 4209  
E [olg@olg.nsw.gov.au](mailto:olg@olg.nsw.gov.au) | W [www.olg.nsw.gov.au](http://www.olg.nsw.gov.au) | ABN 44 913 630 046  
Please click here to [unsubscribe](#) from our mail list.

## 9.2 FAR SOUTH WEST JOINT ORGANISATION

File Number: RPT/24/18

Responsible Officer: Ken Ross - General Manager  
 Responsible Division: Office of the General Manager  
 Reporting Officer: Ken Ross - General Manager

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.4 Provide strong leadership and work in partnership to strategically plan for the future

### **Summary**

Wentworth Shire Council has been part of the Far South West Joint Organisation since its inception in 2018. Member Councils are Balranald Shire Council, Broken Hill City Council, Central Darling Shire Council and Wentworth Shire Council. This Joint Organisation structure has struggled to generate income and accordingly it is forecast that the operation of this entity would only remain for a period of 2 years. With this in mind, it is pertinent for Council to consider being part of an alternate Joint Organisation. Riverina and Murray Joint Organisation have resolved to formally invite Wentworth Shire Council to join as a non-voting Associate Member while the more formal process of Full Membership of RAMJO unfolds within the Office of Local Government.

### **Recommendation**

That Council apply to Riverina and Murray Joint Organisation to become a non voting Associate Member.

### **Detailed Report**

#### **Purpose**

The purpose of this report is for Council to formally resolve to become an Associate Member of Riverina and Murray Joint Organisation.

#### **Background**

Wentworth Shire Council has previously paid membership to Riverina and Murray Regional Organisation of Councils with the last membership payment being paid in April 2018 for the 2017 -2018 financial year. That payment was \$6982.20 including GST. The author is of the opinion that Wentworth Shire Council should be part of Riverina and Murray Joint Organisation giving opportunity to build upon the existing relationship shared through active participation in the Murray Waste Group.

#### **Report Detail**

Council is in receipt of correspondence from the Riverina and Murray Joint Organisation, inviting Wentworth Shire to join their Organisation as a non voting member while the more formal process of full membership unfolds within the Office of Local Government. This in effect means that currently Wentworth Shire Council are proclaimed into the Far South West Joint Organisation and this needs to be dissolved in order for Council to be a full member of another Joint Organisation.

There are no fees involved for an associate membership with Riverina and Murray Joint Organisation. The associate membership is in part an opportunity for Council to experience and understand the benefits of membership prior to committing to a full membership.

For full membership with Riverina and Murray Joint Organisation, the fee structure is as follows:

- Base contribution of \$3,100 applicable to all member councils
- Per capita charge of \$1.63 up to 10,000 population; \$0.61 thereafter, the latter of which is not applicable to Wentworth Local Government Area as its population is below 10,000 as at 2022 ABS figures
- 2% i.e., yearly rate of rate peg applied OR a minimum of \$10,000 for councils with lower populations below the 5000 mark.

Relying on recent data from the Australian Bureau of Statistics, Wentworth's population in 2022 was at 7,453. To assist Council in reaching a resolution and taking into consideration the above fee structure, Wentworth Shire Council's cost for full membership fee for the 2023 – 2024 period would have been valued at \$18,203.16. The full membership fee for the 2024 – 2025 period would likely differ as the peg rate may change.

The benefits of membership with Riverina and Murray Joint Organisation are as follow:

- the opportunity to participate in a range of projects;
- advocacy opportunities and other initiatives, primarily geared around Riverina and Murray Joint Organisation's Strategic Priorities, including access to Energy Reduction initiatives such as Power Purchase Agreements;
- energy audits and tariff reviews that have generated significant cost savings for participating member councils and opportunities in the Disaster Resilience space;
- leveraging from Riverina and Murray Joint Organisation's current focus on Waste Services, shared services, and procurement initiatives; and
- leveraging from Riverina and Murray Joint Organisation's expansion into Energy Security and Affordability work, as both State and Federal Governments are currently very active in wanting to work with councils to improve their Energy.

### Conclusion

With the imminent dissolution of the Far South West Joint Organisation, it is pertinent for Wentworth Shire Council to secure membership with an organisation such as Riverina and Murray Joint Organisation to gain benefit and opportunity for those that present themselves.

### Attachments

1. Riverina & Murray Joint Organisation - RAMJO - Associate Membership Invitation to Wentworth Shire Council [↓](#)

15 December 2023

Cr. Daniel Linklater  
Mayor - Wentworth Shire Council  
26-28 Adelaide Street  
WENTWORTH NSW 2648  
**Sent via email to:** [ken.ross@wentworth.nsw.gov.au](mailto:ken.ross@wentworth.nsw.gov.au)

Dear Cr. Linklater

**Invitation to join the Riverina and Murray Joint Organisation as an Associate Member**

In August 2023, discussions began between Wentworth Shire Council, Cameron Templeton of the Office of Local Government (**OLG**) and the Riverina and Murray Joint Organisation (**RAMJO**) to explore the possibility of Wentworth Shire Council (**Wentworth**) formally joining RAMJO as a full voting member. Following these discussions, the RAMJO board at its end of year meeting held in November 2023, resolved to formally invite Wentworth to join RAMJO as a non-voting Associate Member, whilst the more formal process of Full Membership of RAMJO unfolds within the OLG.

Associate Membership will allow RAMJO and Wentworth to build upon the existing relationship shared through your councils active participation in the *Murray Waste Group*, and will enable conversations to assess alignment between our priorities and begin laying the foundation for a prosperous and engaging partnership once full membership is finalised. Lastly, a number of opportunities are currently on the table in the power purchase space for our member councils, which we would also like to begin sharing with you.

Should you wish to discuss in more detail or have any further questions, please do not hesitate to contact me directly at [Yvonne.lingua@ramjo.nsw.gov.au](mailto:Yvonne.lingua@ramjo.nsw.gov.au) or on 0408 498 534.

All the best for the new year and I look forward to working with you.

Sincerely



Yvonne Lingua  
RAMJO Executive Officer

### 9.3 MEN IN A SHED REQUEST FOR FINANCIAL ASSISTANCE

File Number: RPT/24/19

Responsible Officer: Ken Ross - General Manager  
Responsible Division: Office of the General Manager  
Reporting Officer: Ken Ross - General Manager

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment  
Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

#### **Summary**

Council is in receipt of correspondence from Dareton Men in a Shed seeking financial assistance to the value of \$100,000 to complete the fire service for the building to allow an occupation certificate to be issued on the completed building.

#### **Recommendation**

That Council

- a) Submit an amended schedule of works attached to the Local Roads and Community Infrastructure Program round 4 to remove the Buronga Toilet Block project and add the Men in Shed project.
- b) If successful support the request from Dareton Men in a Shed to a value up to one hundred thousand dollars.

#### **Detailed Report**

##### **Purpose**

The purpose of this report is to consider the request from Dareton Men in a Shed seeking additional monetary support to complete the compliance of the recently constructed building.

##### **Background**

As part of this project Council has to date:

- Offered the use of the land upon which the building is constructed.
- Auspiced the previously successful allocation of grant money through the Resources for Regions Round 8 (\$385,129).

##### **Report Detail**

Council is in receipt of correspondence duly signed by Peter Nunan as President of Dareton Men in a Shed requesting that Wentworth Shire Council funds the outstanding amount as the shed, which is on public land, is a council asset and therefore Council's responsibility.

A funding stream will need to be nominated should Council decide to support this item. For the purpose of this report, it is a preference that an allocation should be sourced from an external funding body. This may be achieved by way of sourcing additional funds or reallocating the previous funded project of the Buronga Toilet block. \$270,000 (LRCIP Round 4) has been allocated to this project. While the final scoping of this project remains incomplete, early indications have revealed that \$270,000 will not complete that project.

The program guidelines for the LRCIP Round 4 allows Council to amend the approved Schedule of Works (SOW) at any time up till 31 December 2024. Should Council seek to reconsider the Buronga Toilet block project at a later date and support the request for financial assistance for the Men in a Shed project, then a revised SOW will need to be submitted to remove the Buronga Toilet Block project and add the Men in Shed project. The remaining \$170,000 grant can then be reallocated to an existing Council project.

This would be subject to Council being able to demonstrate that the Men in a Shed project adequately meets the LRCIP Round 4 eligibility criteria. The aims of the LRCIP Round 4 are to support the construction, maintenance and/or improvements to council-owned assets that are primarily for the direct use and benefit of the local community.

#### Conclusion

It appears that the request for financial assistance is one of need to complete the project with full compliance to occupy the building. The best option for Council to support the request is to reallocate money from a project that is not fully scoped and on early indications cannot be delivered within the \$270,000.

#### Attachments

1. Request Dareton Men in a Shed [↓](#)

**From:** [Ken Ross](#)  
**To:** [Executive Assistant General Manager](#)  
**Subject:** FW: Funding for purchase and installation of fire services at the new Dareton Men's shed  
**Date:** Friday, 12 January 2024 10:00:26 AM

---

**From:** Peter Nunan <[peternunan1@gmail.com](mailto:paternunan1@gmail.com)>  
**Sent:** Monday, 4 December 2023 1:58 PM  
**To:** Cr Steve Cooper <[CrCooper@wentworth.nsw.gov.au](mailto:CrCooper@wentworth.nsw.gov.au)>; Cr Peter Crisp <[CrCrisp@wentworth.nsw.gov.au](mailto:CrCrisp@wentworth.nsw.gov.au)>; Cr Tim Elstone <[CrElstone@wentworth.nsw.gov.au](mailto:CrElstone@wentworth.nsw.gov.au)>; Cr Steve Heywood <[CrHeywood@wentworth.nsw.gov.au](mailto:CrHeywood@wentworth.nsw.gov.au)>; Cr Daniel Linklater <[CrLinklater@wentworth.nsw.gov.au](mailto:CrLinklater@wentworth.nsw.gov.au)>; Cr Jane MacAllister <[CrMacAllister@wentworth.nsw.gov.au](mailto:CrMacAllister@wentworth.nsw.gov.au)>; Cr Susan Nichols <[CrNichols@wentworth.nsw.gov.au](mailto:CrNichols@wentworth.nsw.gov.au)>  
**Cc:** Ken Ross <[Ken.Ross@wentworth.nsw.gov.au](mailto:Ken.Ross@wentworth.nsw.gov.au)>  
**Subject:** Funding for purchase and installation of fire services at the new Dareton Men's shed

Some people who received this message don't often get email from [peternunan1@gmail.com](mailto:paternunan1@gmail.com). [Learn why this is important](#)

Hello Mayor Linklater and councillors

As you are all aware, the new men's shed at Dareton is well advanced and we are planning on having an official opening on the weekend of the Dareton Centenary celebrations. There is however, a major financial barrier preventing us from completing and gaining occupancy of the shed.

We have a shortfall of \$100000 for the fire services to the building. The total cost of the fire service is \$190000 of which we have received \$90000 through a Category 3 Club Grant - we cannot use this funding source for the balance required and there are no other grants available for this type of request.

We are requesting that the Wentworth Shire Council funds the outstanding amount as the shed, which is on public land, is a council asset and therefore a Council responsibility. Council has in the past re-voted funding to community projects (\$250000 to the Snake Island project is one example) and we are seeking similar consideration to allow us to be able to move into our new shed.

We ask that you give this request fair consideration.

Respectfully

Peter Nunan

President

Dareton "Men In A Shed"



#### 9.4 WRITING OFF OF OUTSTANDING DEBTOR ACCOUNT

File Number: RPT/24/17

Responsible Officer: Ken Ross - General Manager  
 Responsible Division: Office of the General Manager  
 Reporting Officer: Gayle Marsden - Executive Assistant

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.5 Adopt practices of prudent asset, financial and human resource management across Council to ensure long-term sustainability and efficiency

#### **Summary**

Council has an outstanding debtor amount owed by Wentworth River Cruises. Wentworth River Cruises no longer exists.

#### **Recommendation**

That Council write off the amount of \$3,576.94 for the debtor account of Wentworth River Cruises.

#### **Detailed Report**

##### **Purpose**

The purpose of this report is for Council to consider writing off an outstanding debtor amount of \$3,576.94 being for electricity charges at Wentworth Wharf dating back to prior to 2015.

##### **Report Detail**

The Wentworth River Cruise boat was moored at the Wentworth Wharf for a considerable time prior to 2015 to the end of 2016 and using Councils electricity. Wentworth River Cruises ceased operating in early 2017. There were meetings held in 2015 with the then General Manager and the owners who disputed the amount advising that the PS Ruby, the PS Coonawarra and other houseboats were also moored at the site using power and it was subsequently confirmed that none of these boats were paying for electricity.

At this time Council requested that the owners pay \$900 for the outstanding power amount which was subsequently paid. The owners believed this was the end of the issue and the outstanding amount would be written off due to other operators using electricity. This did not occur.

Due to the business no longer existing and that it is impossible to determine the exact amount that should have been charged to the Wentworth River Cruises it is considered that recovery of this debt through normal channels would be disputed and very costly.

##### **Conclusion**

Due to the extenuating circumstances in regard to this matter it is recommended that the amount of \$3,576.94 be written off by Council resolution.

#### **Attachments**

Nil

## 9.5 MEMORANDUM OF UNDERSTANDING WENTWORTH SHIRE COUNCIL AND WENTWORTH PIONEER HOMES COMMITTEE INC

File Number: RPT/24/26

Responsible Officer: Ken Ross - General Manager  
 Responsible Division: Office of the General Manager  
 Reporting Officer: Gayle Marsden - Executive Assistant

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.4 Provide strong leadership and work in partnership to strategically plan for the future

### Summary

Wentworth Pioneer Homes Committee Inc have requested a Memorandum of Understanding be initiated with Wentworth Shire Council. This Memorandum of Understanding is to put in place an agreement for the ongoing collaborative relationship between the Shire and the Committee for the development and management of Tunkin Homes, a set of low-cost housing units, located on the Corner of Armstrong Avenue and William Street Lot 710 DP 1297635 Wentworth.

### Recommendation

That Council delegates authority to the Mayor and the General Manager to sign the Memorandum of Understanding between the Wentworth Pioneer Homes Committee Inc and Wentworth Shire Council and affix the Council seal.

### Detailed Report

#### Purpose

The purpose of this report is to put in place an agreement in writing between Wentworth Pioneer Homes Committee Inc and Wentworth Shire Council for the ongoing collaborative relationship between the Shire and the Committee for the development and management of Tunkin Homes, a set of low-cost housing units, located on the Corner of Armstrong Avenue and William Street Lot 710 DP 1297635 Wentworth.

#### Report Detail

Council is the land owner of Cnr of Armstrong Avenue and William Street Lot 710 DP 1297635 Wentworth. The Tunkin Homes are built on this land. The history of the land is as follows:

*In 1938 "Elizabeth Hannah Tunkin expressed concern that old men of town and bush retired to the area known as the "Police Paddocks" and set up camp and tents as they had nowhere else to live. Elizabeth had a dream to help and eventually chose the corner of Armstrong Ave and Williams St as a land parcel for the purpose of homes for the aged. Mr W.B. (Bill) Crang purchased it on her behalf and initially was Trustee. A brick cottage was built and occupied in 1938. Then Mr Crang suggested that it would be better if the Municipal Council became Trustees - which predates the Shire Council.*

Last year the Committee approached Council with a plan to update and expand the homes. The Committee requested Council to amalgamate the two lots into one lot which Council agreed to at a cost of \$15,000 and to secure support for any grant applications for funding to build the new units. To this end Council has been lobbying various Ministers to try to secure funding.

Due to there being no agreement in place outlining each organisations responsibilities the Wentworth Pioneer Homes Committee Inc have requested and drafted the attached Memorandum of Understanding to ensure the ongoing relationship between the two parties.

**Conclusion**

Having consideration to the content of this report it is concluded that Council should enter into a Memorandum of Understanding with Wentworth Pioneer Homes Committee Inc.

**Attachments**

1. Draft MOU Pioneer Homes Committee Inc and Wentworth Shire Council [↓](#)
2. Tunkin Homes Plans [↓](#)

# MEMORANDUM OF UNDERSTANDING (MOU)

**Between:** Wentworth Shire Council

26-28 Adelaide St Wentworth, NSW 2648

**And:** Wentworth Pioneer Homes Committee Inc

71-73 Beverley St Wentworth, NSW 2648

ABN 80 780 850 385

**Term:** February 1, 2024, to January 31, 2035.

This Memorandum of Understanding (MOU) is entered into on this 1st day of January 2024, by and between the Wentworth Shire Council, hereinafter referred to as "Shire," and the Wentworth Pioneer Homes Committee, hereinafter referred to as the "Committee."

**1. Purpose and Scope:** The purpose of this MOU is to establish a collaborative relationship between the Shire and the Committee for the development and management of Tunkin Homes, a set of low-cost housing units located on Cnr Armstrong Ave & William St Lot 710 DP 1297635 Wentworth.

**2. Ownership and Usage Rights:** The Shire acknowledges that it is the owner of the land on which Tunkin Homes is situated. The Shire grants the Committee the exclusive right to develop, manage, and utilize the said land for the purpose of providing low-cost housing to the community.

**3. Development and Financial Autonomy:** The Committee shall have the autonomy to develop and make financial decisions in its own right. This includes the authority to borrow funds for any necessary needs related to Tunkin Homes.

**4. Maintenance Responsibilities:** The Committee assumes full responsibility for the maintenance of all buildings within Tunkin Homes. This includes routine maintenance, repairs, and any necessary renovations to ensure the proper functioning and safety of the housing units.

**5. Support from the Shire:** The Shire acknowledges the valuable service that the Committee provides to the community through Tunkin Homes. The Shire commits to supporting the Committee by covering all rates, taxes, & insurance for the property and wherever possible and, when feasible, will extend assistance to ensure the successful operation and development of Tunkin Homes.

Appendix 1 attached showing a development plan for the complex.

**6. Duration of Agreement:** This MOU shall be effective for a period of 10 years, commencing on the 1st day of February 2024, and concluding on the 31st day of January 2035.

**7. Extension of Agreement:** At the end of the initial 10-year period, the Committee shall have the option to apply for a further extension of 10 years. The extension will be subject to mutual agreement between the Shire and the Committee.

**8. Governing Law:** This MOU shall be governed by and construed in accordance with the laws of New South Wales.

**9. Amendments:** Any changes or amendments to this MOU shall be made in writing and mutually agreed upon by both parties.

In witness whereof, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

**Wentworth Shire Council:**

\_\_\_\_\_  
[Signature]

Cr Daniel Linklater

Mayor: Wentworth Shire Council

\_\_\_\_\_  
[Signature]

Ken Ross

General manager: Wentworth Shire Council

**Wentworth Pioneer Homes Committee:**

\_\_\_\_\_  
[Signature]

David Tunkin

Chairman: Wentworth Pioneer Homes Committee

Endorsed by Council Resolution dated 24 January 2024.

# Tunkin/Pioneer Residential Unit

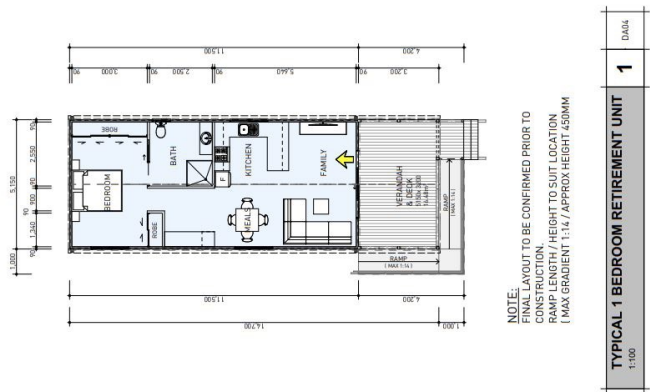


RESIDENTIAL DEVELOPMENT  
CORNER OF WILLIAM STREET & ARMSTRONG AVENUE, EAST WENTWORTH, NSW, 2648  
for  
TUNKIN PIONEER HOMES

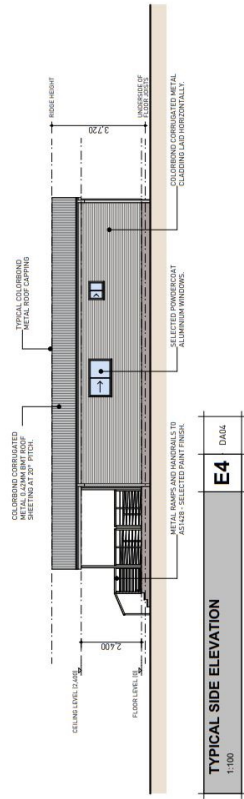
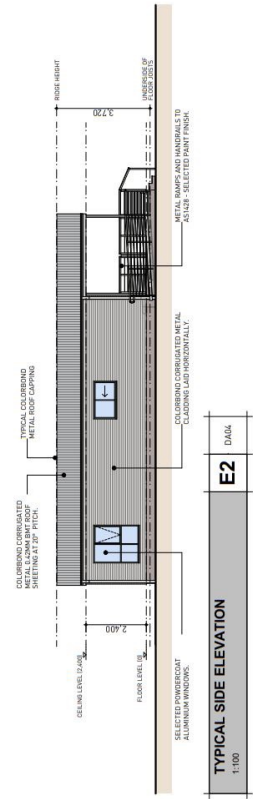
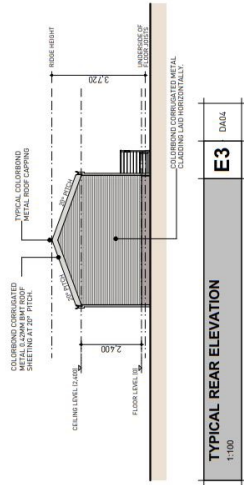
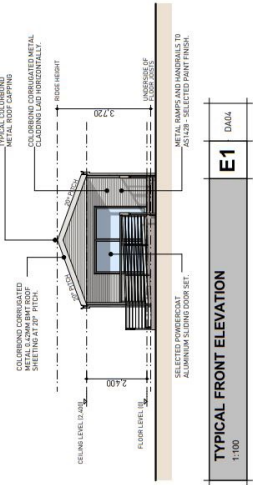




Proposed Transportable Unit Tunkin/Pioneer



NOTE:  
FINAL LAYOUT TO BE CONFIRMED PRIOR TO  
CONSTRUCTION.  
RAMP LENGTH / HEIGHT TO SUIT LOCATION  
[ MAX GRADIENT 1:14 / APPROX HEIGHT 450MM



1  
TYPICAL 1 BEDROOM RETIREMENT UNIT  
1:100



## 9.6 ATTENDANCE AND MOTIONS FOR THE 2024 NATIONAL GENERAL ASSEMBLY OF LOCAL GOVERNMENT

File Number: RPT/24/13

Responsible Officer: Ken Ross - General Manager  
 Responsible Division: Office of the General Manager  
 Reporting Officer: Hannah Nicholas - Business Support Officer

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.2 A strong, responsible and representative government

### **Summary**

The 2024 National General Assembly of Local Government is being held from 2 July to 4 July 2024 at the National Convention Centre, Canberra. The National General Assembly of Local Government provides an opportunity for Councils to identify and discuss national issues of priority for the sector. Motions are due for submission to the Australian Local Government Association by 29 March 2024.

To meet this deadline any motions to the Annual Conference will need to be submitted to the General Manager by 5 February 2024 for consideration at the 21 February 2024 Ordinary Council Meeting, as the motions require a resolution of Council.

Council is also required to nominate and endorse delegates to attend the National General Assembly. In previous years the Mayor and General Manager have attended to conference and from time to time one other Councillor.

### **Recommendation**

That Council:

- a) Notes that motions for the 2024 National General Assembly are required by to be submitted to the General Manager by 5 February 2024
- b) Endorses the attendance of the Mayor and General Manager at the National General Assembly of Local Government

### **Detailed Report**

#### **Purpose**

The purpose of this report is to inform Council that the 2024 National General Assembly of Local Government is taking place on 2-4 July 2024 in Canberra and council needs to endorse the delegates for the conference. This conference provides an opportunity for Councils to identify and discuss national issues of priority for the sector. Motions for the 2024 Australian Local Government Association (ALGA) are due to be submitted by 29 March 2024. To allow any motions to be considered by Council, as they require a resolution of Council, motions need to be submitted to the General Manager by 5 February 2024 to be included in the February Ordinary Council meeting.

#### **Background**

The 2024 National General Assembly of Local Government Conference is held annually and is the main local government forum for policy making in Australia. Council sends delegates to the Conference annually. The theme for this year's National General Assembly of Local Government is: *"Building Community Trust"*.

#### **Report Detail**

To allow any motions to be considered by Council, as they require a resolution of Council, motions need to be submitted to the General Manager to be included in the February Ordinary Council meeting by 5 February 2024. Motions must conform to the criteria outlined in the discussion paper attached.

It should be noted that if your council submits a motion, there is an expectation that a Council representative will be present at the National General Assembly to move and speak to that motion if required.

Approximate costs for attendance per person at the conference are as follows:

Registration - \$1000.00

Accommodation - \$800

Return Flights - \$850

**Conclusion**

Council is required to consider delegates to attend the 2024 National General Assembly of Local Government.

Formal endorsement of motions for the 2024 National General Assembly of Local Government are required to be submitted to the Australian Local Government Association by 29 March 2024. Motions to be considered are required to be submitted to the General Manager by 5 February 2024 to be considered at the February Council Meeting.

**Attachments**

1. 2024 NGA Motions Discussion Paper [↓](#)

# 2024 NGA

Building  
Community  
Trust

National Convention Centre  
Canberra



AUSTRALIAN  
LOCAL GOVERNMENT  
ASSOCIATION

2 - 4  
JULY  
2024

DISCUSSION  
PAPER



## KEY DATES

29 March 2024 | Acceptance of Motions

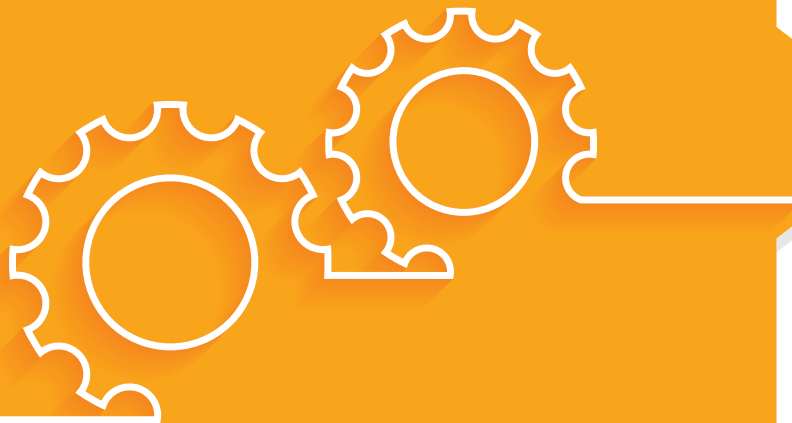
2 July 2024 | Regional Cooperation & Development Forum

3 - 4 July 2024 | National General Assembly

5 July 2024 | Australian Council of Local Government

## TO SUBMIT YOUR MOTION

VISIT: **ALGA.COM.AU**





The Australian Local Government Association (ALGA) is pleased to convene the 30th National General Assembly of Local Government (NGA), to be held in Canberra from 2-4 July 2024.

As convenor of the NGA, the ALGA Board cordially invites all councils to send representatives to this important national event.

The NGA is the premier national gathering of local governments, and provides councils with the opportunity to come together, share ideas, debate motions, and most importantly unite and further build on the relationship between local government and the Australian Government.

This discussion paper contains essential information for Australian councils considering submitting motions for debate at the 2024 National General Assembly of Local Government (NGA).

It is recommended that all councils and delegates intending to attend the 2024 NGA familiarise themselves with the guidelines for motions contained in this paper on page 6.

## BACKGROUND TO ALGA AND THE NGA

ALGA was established 1947. In structure, ALGA is a federation of member state and territory associations. Its mission is to achieve outcomes for local government through advocacy with impact, and maximise the economic, environmental and social wellbeing of councils and our communities.

Since 1994, the NGA has built the profile of local government on the national stage, showcased the value of councils, and most importantly demonstrated - particularly to the Australian Government - the strength and value of working with local government to help deliver on national priorities.

Debate on motions was introduced to the NGA as a vehicle for councils from across the nation to canvas ideas. Outcomes of debate on motions (NGA Resolutions) could be used by participating councils to inform their own policies and priorities, as well as their advocacy when dealing with federal politicians.

At the same time, they help ALGA and its member state and territory associations gain valuable insight into council priorities, emerging national issues, and the level of need and support for new policy and program initiatives.

Given the structure of ALGA, its Constitution, and level of resources, the NGA does not bind the ALGA Board. However, the Board carefully considers NGA resolutions as it determines ALGA's policies, priorities and strategies to advance local governments within the national agenda.

This is your NGA and ALGA is pleased to act as the convenor. ALGA's policies and priorities will continue to be determined by the ALGA Board in the interests of all councils.

**The ALGA Board thanks all councils for attending the NGA and those that will take the time to reflect on the purpose of debate on motions outlined in this paper, and to submit motions for debate at the 2024 NGA.**

# SUBMITTING MOTIONS

Australia is one of the world's great democracies. It is held in high regard across the world but should never be taken for granted.

## **The theme of the 2024 NGA is – Building Community Trust.**

This theme aims to explore the critical importance of trust in governments, between governments, its institutions, and its citizens. This trust is a fundamental building block of our nation's democracy.

While relatively low key, over the past decade there has been increasing public debate by scholars and policy makers about the level of trust in government, its institutions and indeed the operation of our democracy more broadly.

Mark Evans et al (2019) published research in 'The Conversation' indicating that Australians' trust in politicians (our political representatives) and democracy has hit an all-time low. This report indicates 'fewer than 41% of Australian citizens are satisfied with the way democracy works in Australia, down from 86% in 2007.

Public satisfaction has fallen particularly sharply since 2013, when 72% of Australian citizens were satisfied. Generation X is least satisfied (31%) and Baby Boomers most satisfied (50%). Some political authors suggest that these trends in part explain the rise in popularity and the relative success of independents and micro or single-issue parties.

These statistics should be of concern to every level of government and those interested in the future of our communities and Australia's democratic system.

It is said that 'trust is hard-earned, easily lost, and difficult to re-establish – and a key to absolutely everything.' While media and public attention frequently focuses on levels of trust in the national and state governments, local governments have an equally important role in building, maintaining and indeed, often repairing government-community relationships.

At its most fundamental level, the 2024 NGA focusses on the role of local government and how all levels of government can help each other build, maintain and strengthen government-community relationships.

This discussion paper is a call for councils to submit motions for debate at the 2024 NGA to be held in Canberra from 2-4 July 2024.



Motions for this year's NGA should consider:

- how all levels of government in Australia can build trust in each other and earn greater trust from the community;
- practical opportunities for the Australian Government to leverage the trust that local communities have in their local council;
- focus on practical programs that can strengthen the system of local government nationally to provide the services and infrastructure required to support and strengthen our communities; and
- new program ideas that that would help the local government sector to deliver the Australian Government's objectives.

Motions should be concise, practical and implementable and meet the guidelines for motions set out in the paper.

You are encouraged to read all the sections of the paper but are not expected to respond to every issue or question. Your council's motion/s must address one or more of the issues identified in the discussion paper.

Motions must be lodged electronically using the online form available on the NGA website at: [www.alga.com.au](http://www.alga.com.au) and received no later than 11:59pm AEST on Friday 29 March 2024.

All notices of motions will be reviewed by the ALGA Board's NGA Sub-committee prior to publishing the NGA Business Paper to ensure that they meet these guidelines. This sub-committee reserves the right to select, edit or amend notices of motions to facilitate the efficient and effective management of debate on motions at the NGA.

All NGA resolutions will be published on [www.nationalgeneralassembly.com.au](http://www.nationalgeneralassembly.com.au).

As the host of the NGA, ALGA will communicate resolutions to the relevant Australian Government Minister and publish Ministerial responses as they are received on this website.

Please note that if your council does submit a motion, there is an expectation that a council representative will be present at the NGA to move and speak to that motion if required.

We look forward to hearing from you and seeing you at the 2024 NGA.

# CRITERIA FOR MOTIONS

To be eligible for inclusion in the NGA Business Papers, and subsequent debate on the floor of the NGA, motions must meet the following criteria:

1. Be relevant to the work of local government nationally.
2. Not be focused on a specific jurisdiction, location or region – unless the project or issue has national implications.
3. Be consistent with the themes of the NGA.
4. Complement or build on the policy objectives of ALGA and your state or territory local government association.
5. Be submitted by a council which is a financial member of their state or territory local government association.
6. Propose a clear action and outcome ie call on the Australian Government to act on something.
7. Not be advanced on behalf of external third parties that may seek to use the NGA to apply pressure to Board members, or to gain national political exposure for positions that are not directly relevant to the work of, or in the national interests of, local government.
8. Address issues that will directly improve the capacity of local government to deliver services and infrastructure for the benefit of all Australian communities.
9. Not seek to advance an outcome that would result in a benefit to one group of councils to the detriment of another.
10. Be supported by sufficient evidence to support the outcome being sought and demonstrate the relevance and significance of the matter to local government nationally.

Motions must commence with the following wording:

***This National General Assembly calls on the Australian Government to ...***

**Please note that resolutions of the NGA do not automatically become ALGA's national policy positions.**



## OTHER THINGS TO CONSIDER

It is important to complete the background section of the submission form. Submitters of motions should not assume that NGA delegates will have background knowledge of the proposal. The background section helps all delegates, including those with no previous knowledge of the issue, in their consideration of the motion. Please note, motions should NOT be prescriptive in directing how the matter should be pursued.

**Try to keep motions practical, focussed and capable of implementation to ensure that relevant Australian Government Ministers provide considered, thoughtful and timely responses.**

Try to avoid motions that are complex, contain multi-dot points and require complex cross-portfolio implementation.

All motions submitted will be reviewed by the ALGA Board's NGA Sub-committee, in consultation with state and territory local government associations, to determine their eligibility for inclusion in the NGA Business Papers.

When reviewing motions, the Sub-committee considers the criteria, clarity of the motion and the importance and relevance of the issue to local government.

If there are any questions about the substance or intent of a motion, ALGA will raise these with the nominated contact officer. With the agreement of the submitting council, these motions may be edited before inclusion in the NGA Business Papers.

To ensure an efficient and effective debate, where there are numerous motions on a similar issue, the NGA Sub-committee will group these motions together under an overarching strategic motion. The strategic motions will have either been drafted by ALGA or will be based on a motion submitted by a council which best summarises the subject matter.

Debate will occur in accordance with the rules for debate published in the Business Papers and will focus on the strategic motions. Associated sub-motions will be debated by exception only or in accordance with the debating rules.

Any motion deemed to be primarily concerned with local or state issues will be referred to the relevant state or territory local government association and will not be included in the NGA Business Papers.

All motions require:

- a contact officer;
- a clear national objective;
- a summary of the key arguments in support of the motion; and
- endorsement of your council.

**Motions should be lodged electronically using the online form available at [www.alga.asn.au](http://www.alga.asn.au).  
Motions should be received no later than 11:59pm AEST on Friday 29 March 2024.**

# SETTING THE SCENE

The theme for NGA24 'Building Community Trust' aims to focus on the role of local government in the Australian system of government and explore the critical importance of trust in governments, between governments, its institutions, and our citizens.

In a recent essay on Capitalism after the Crisis (2023) the Treasurer the Hon Dr Jim Chalmers MP wrote:

*'Our mission is to redefine and reform our economy and institutions in ways that make our people and communities more resilient, and our society and democracy stronger as well.'*

The need to strengthen our democracy was also emphasised the Prime Minister the Hon Anthony Albanese MP in a speech at Queensland's Woodford Folk Festival toward the end of 2022:

*'I urge anyone who thinks our democracy is unassailable to have a look around the world. Even some of the oldest, most stable democracies have come under attack from a whole range of corrosive, insidious forces. No one is immune. Our democracy is precious, something we have carefully grown and nurtured from one generation to the next. One of our core responsibilities is to make it stronger, and the key to that strength is transparency and accountability.'*

In early 2023 the Australian Government established a taskforce to advise government on 'what can be done – practically – to strengthen Australian democracy'.



The 2024 NGA provides you - the elected representatives of Australia's local councils and communities - with the opportunity to engage with the Federal Government and key Ministers.

Further, it is your opportunity to advocate for new or expanded programs and key policy initiatives that could strengthen local governments, its capacity to deliver services and infrastructure to local communities across the nation. This service delivery is critical to build, maintain and strengthen the trust of our citizens.

This year's call for motion focusses on twelve priority areas:

- Intergovernmental relations;
- Financial sustainability;
- Roads and infrastructure;
- Emergency management;
- Housing and homelessness;
- Jobs and skills;
- Community services;
- Closing the Gap and Aboriginal and Torres Strait Islander Reconciliation;
- Data, digital technology and cyber security;
- Climate change and renewable energy;
- Environment; and
- Circular economy.



# 1. INTERGOVERNMENTAL RELATIONS

'Australia's federal structure, built upon reciprocal financial, legislative and policy responsibilities, requires intelligent cooperation on issues of strategic national significance.'

National Cabinet is a forum for the Prime Minister, Premiers and Chief Ministers to meet and work collaboratively. National Cabinet was established on 13 March 2020 and is chaired by the Prime Minister. The National Cabinet is a key mechanism in Australia's current intergovernmental architecture.

A representative of local government, the President of ALGA, is invited to meet with National Cabinet once each year. The President of ALGA also attends one meeting per year of the Council on Federal Financial Relations comprising the Commonwealth Treasurer as Chair and all state and territory treasurers.

A substantial body of research, from Australia and internationally, has highlighted that governments that work together are generally more successful in achieving shared national objectives, including economic recovery from events like the COVID-19 pandemic as well as in service and infrastructure delivery.

This research reinforces the need for local government to be included in relevant ministerial forums that support national priorities – from housing affordability to reaching net-zero emissions. ALGA currently participates in National Cabinet (1/year), Council on Federal Financial Relations (1/year), Infrastructure Transport Ministers Meeting, National Emergency Managers Meeting, Local Government Ministers Forum, Joint Council on Closing the Gap, Planning Ministers Meeting, Meeting of Environment Ministers, Energy and Climate Change Ministers and the Road Safety Ministers Meeting, to represent local government views.

Local government input can provide a community voice, enabling our intergovernmental forums to make decisions with greater legitimacy and authority.

*Given the importance of trust in governments, between governments and its citizens, how can intergovernmental arrangements be further improved in Australia?*

*Are there ways of maintaining and enhancing the community's trust in local government?*

*Are there new initiatives and programs that could be adopted to improve the level of cooperation and collaboration between the Australian Government and local government?*

## 2. FINANCIAL SUSTAINABILITY

Trust in governments is highly correlated with their ability to fulfill the implicit social contract between government and its citizens by keeping promises.

Local government is the third sphere of government in Australia's system of government. Councils are comprised of locally elected representatives who understand local needs and engage locally on strategies to meet those needs.

Councils are responsible for providing a wide range of critical local area services including planning, libraries, waste management systems, transport and infrastructure (eg roads and footpaths, parks, sporting grounds and swimming pools) and social services.

These services are critical to the wellbeing, liveability and productivity of all local communities, and therefore the nation. Equally important is the sustaining of democratic processes at the local and regional level.

Local government's total annual expenditure in 2021 -22 was approximately \$43.6 billion. Non-financial assets including roads, community infrastructure such as buildings, facilities, airports, water, and sewerage (in some states) including land, are valued at \$539 billion [ABS Government Finance Statistics, Australia, 2021-22].

In 2021-22, the Australian Government provided \$2.6 billion in Financial Assistance Grants funding to councils. This included \$1.3b which was brought forward from the 2021-22 estimate and paid through state and territory governments in 2020-21.

Nationally, local government derives nearly 90% of its revenue from its own sources (including rates and services charges), compared to around 50% for state governments. Grants from other levels of government make up just over 10% of local government's total revenue, however these grants are particularly important in areas with a low-rate base, and/or high growth rates, and rapidly expanding service and infrastructure needs.

In 2021-22 Financial Assistance Grants to local governments was less than 0.6% of Commonwealth taxation revenue (CTR), a significant drop from 1996 when these grants were at 1% of CTR. In 2023-24 Financial Assistance Grants have fallen to 0.5% of Commonwealth taxation.

*What improvements are needed to the intergovernmental financial transfer system, particularly the Commonwealth transfers to local government, to enhance the community's trust in local government and by extension all governments?*

*Noting that Commonwealth tied funding is provided with detailed requirements how can this system be improved to provide flexibility and maximize the benefit to local communities?*

### 3. ROADS AND INFRASTRUCTURE

ALGA's 2021 National State of the Assets Report (NSoA) is currently being updated and expected to be launched in 2024. The most recent NSoA shows that while most local government assets such as roads, bridges, buildings, parks and recreation, stormwater, water and wastewater, and airports and aerodromes are generally in good to very good condition, around 10% are not fit for purpose, and around 20–25% are only fair and over time will need attention.

The last NSoA found that in 2019–20 non-financial infrastructure assets were valued at \$342 billion and were depreciating at \$7.7 billion per year. Replacement costs of these infrastructure assets were in the order of \$533 billion.

Local government assets make up a significant proportion of the physical structure of local communities and often provide critical access to and support for citizens to engage in state and national assets and opportunities.

For example, local roads provide important “first and last-mile access” for communities and industry to road networks, integral to economic development and community connection. Local sporting grounds can provide access for community groups to build community participation that has social, health and economic benefits.

*Are there programs or initiatives that the Australian Government could adopt to improve the long-term sustainability of local government infrastructure?*

*Are there programs or initiatives that the Australian Government could provide to improve the sector's capacity to manage local government infrastructure and to integrate these plans into long-term financial plans?*

*Are there programs or initiatives that the Australian Government could develop to maintain, strengthen and enhance the reputation of Australia's infrastructure providers, including local government?*

## 4. EMERGENCY MANAGEMENT

In 2022 alone, 46 disasters were declared across Australia, covering more than 300 different council areas. In recent years, almost every Australian council has been impacted in some way by fires, floods, or cyclones.

Last year's flooding caused a damage bill of approximately \$3.8 billion to local roads across Queensland, New South Wales, Victoria and South Australia. This was just a fraction of the total disaster costs incurred by governments across the country.

There have been numerous NGA motions in recent years regarding natural disasters and this has been a significant priority in ALGA's advocacy program.

In 2022 ALGA successfully advocated for a new \$200 million per year Disaster Ready Fund, with the first round of funding allocated in June 2023. This fund will support councils and communities to mitigate against the risk of future disasters and help address the significant imbalance between mitigation and recovery spending.

Councils are encouraged to draw on their practical experience of the improvements that could be made to managing emergencies.

Please note that many aspects of emergency management are state or territory responsibilities, and your motions should focus on how the Australian Government could assist.

*What new programs, or improvements to existing programs, could the Australian Government develop to partner with local government to improve the current natural disaster management systems to further assist in recovery and build resilience?*

## 5. HOUSING AND HOMELESSNESS

Almost every Australian council and community is facing challenges around a lack of affordable housing.

Alarming research by the UNSW City Futures Research Centre shows 640,000 Australian households – or one in 15 households – are under housing stress.

All levels of government, including councils, have a fundamental role to play in addressing this crisis, which is being compounded by high interest rates, rising construction costs and skills shortages.

At a national level, ALGA is a signatory to the National Housing Accord, and in 2023 successfully advocated for a new \$500 million Housing Support Program for state and local governments to deliver supporting infrastructure for new housing developments.

While the provision of affordable housing is not a local government responsibility, councils have a role to play in ensuring there is enough suitably located land available for housing and that a diversity of housing stock is supported. Councils also want to ensure that new housing developments are supported with the necessary services and infrastructure to create liveable and sustainable communities.

Many councils are also addressing thin markets and developing land and housing themselves, delivering local solutions to meet the needs of their communities.

Councils also want to ensure that they engaged with planning decisions that affect local communities. Taking planning powers away from councils does not always support the best local outcomes.

Councils also play an important role addressing some of the causes of homelessness, including social inclusion programs that can assist mental health and family violence issues, as well as providing support for people currently experiencing homelessness.

*What new programs and policies could the Australian Government develop to partner with local government to support the provision of more affordable housing?*

*How can the Australian Government work with councils to address the causes and impacts of homelessness?*



## 6. JOBS AND SKILLS

Local government is a major employer in Australia providing employment, career advancement and training opportunities for more than 190,800 Australians, across an estimated 400 occupations.

However, councils are facing significant jobs and skills shortages that are constraining their capacity to deliver services and build and maintain local infrastructure.

ALGA's 2022 National Local Government Workforce Skills and Capability Survey indicated that more than 90 percent of Australia's 537 councils were experiencing skills shortages.

The survey also showed that for approximately two-thirds of these councils, these shortages were impacting on project delivery.

In particular, councils are facing a shortage of planners, engineers, building surveyors, environmental officers and human resources professionals.

Skills shortages occur for a variety of reasons including an inability to compete against the private sector, worker accommodation, support services for families, ageing of the workforce and geographic isolation.

*Are there programs or initiatives that the Australian Government could implement that would enhance local government's capacity to attract and retain appropriately skilled staff now and into the future?*

*Are there programs or changes to existing programs that would increase local government's ability to employ apprentices and trainees?*

*Are there other initiatives that the Australian Government could provide to improve the sector's ability to plan and develop skills fit for the future?*

## 7. COMMUNITY SERVICES

Councils provide a wide range of services based on local characteristics, needs, priorities, and the resources of their community. Indeed, it is this level of responsiveness and accountability to the local community that is an essential feature of democratic local governments worldwide.

Some of these services are provided to address market failure, and many of them are provided by councils on behalf of other levels of government.

It is important to note that nationally local government is more than 83% self-sufficient ie funded at the local level either through rates, fees and charges, sale of goods and services, or interest. The Australian Bureau of Statistics data shows that total local government annual expenditure in 2021-22 was \$43.6 billion.

Only 17% comes from grants and subsidies from other levels of government. Unfortunately, many of these grants and subsidies are tied, or require matching funding which restricts the ability to address local priorities in the way the council and community might need.

Arguably there is no greater obligation upon government than to maintain the trust that citizens have in meeting their community services obligations and promises, particularly to society's most vulnerable.

Local government community services are broadly defined, and may include but are not limited to:

- environmental health including food safety;
- childcare, early childhood education, municipal health;
- aged care, senior citizens;
- services to people living with disability;
- programs to address disadvantage, to reduce poverty and homelessness;
- sporting and recreational programs;
- arts and cultural activities, programs and festivals;
- tourism and economic development activities; and
- library services.

*Noting the funding arrangements for the provision of local government community services are there programs and initiatives that the Australian Government could implement to improve the delivery of these services?*

*Are there reforms or improvements in national community services program that would help local governments support the Australian Government to deliver on its national objectives?*

## 8. CLOSING THE GAP AND ABORIGINAL AND TORRES STRAIT ISLANDER RECONCILIATION

In 2021, ALGA co-signed a landmark national agreement to close the gap between Indigenous and non-Indigenous Australians. At the heart of the National Agreement on Closing the Gap Partnership are four agreed priority reform targets and 19 socio-economic targets in areas including education, employment, health and wellbeing, justice, safety, housing, land and waters, and Aboriginal and Torres Strait Islander languages.

The Indigenous Voice Co-design Final Report to the Australian Government was released in December 2021. The Local & Regional Voice will contribute to achieving the Closing the Gap outcomes by providing avenues for Indigenous voices to be heard, including to provide feedback to government on Closing the Gap.

As the level of government closest to the people, councils have an essential role supporting and helping to steer the development of policies and programs in partnership with local Indigenous peoples that address closing the gap priorities at the local and regional level.

Local government plays a positive role in reconciliation and celebrating Indigenous culture and identity, and sustainably funded could work effectively to reduce Indigenous disadvantage in all its forms.

On 14 October 2023, Australians voted in a referendum about whether to change the Constitution to recognise the First Peoples of Australia by establishing a body called the Aboriginal and Torres Strait Islander Voice. The referendum did not pass.

*Are there programs or initiatives that the Australian Government could adopt to assist local government to advance reconciliation and close the gap?*

*Are there practical programs or initiatives that local government and the Australian Government could introduce to maintain, build and strengthen the level of trust between Aboriginal and Torres Strait Islanders and governments?*

## 9. DATA, DIGITAL TECHNOLOGY AND CYBER SECURITY

Provision of information technology to all Australians is vital to innovation, economic growth, and social equity. However, it is potentially even more important to regional Australia where the tyranny of distance increases the inequity of services available – including education, health, economic and social. Innovative technology is becoming more broadly available and could boost productivity and economic growth.

Councils around Australia continue to embrace new technologies to improve their service delivery standards and broaden consultation and engagement with their local communities. However, implementation can be hindered without access to basic technological infrastructure and the necessary IT skills and resources.

In recent times, cyber-attacks on major corporations and other businesses have resulted in significant data breaches. It is a timely reminder as digital information, services and products become an increasing feature of modern business operation including in local government.

Like all risks, local government must manage the risk of cyber-attacks and address cyber security. At a national level, there is limited understanding of local governments' vulnerability to cyber-attacks, preparedness and adequacy of risk management strategies or business continuity planning.

While this is primarily a responsibility of the sector itself, governments at all levels must work together to ensure that the public have confidence in government information management systems and its security.

*Drawing upon your council's experience, and your knowledge of other councils within your state or territory, are there programs and initiatives that the Australian Government could implement to help local government develop its digital technology services and infrastructure?*

*Are there actions the Australian Government could take to improve cyber security within the local government sector?*

## 10. CLIMATE CHANGE AND RENEWABLE ENERGY

Australia's changing climate presents a significant challenge to governments, individuals, communities, businesses, industry, and the environment.

The Australian Government has committed to address climate change and in June 2022 submitted its revised National Determined Contribution (NDC) to the United Nations Framework Convention on Climate Change. The revised NDC included reaffirming a target of net zero emissions by 2050 and committing to reduce greenhouse gas emissions by 43% from 2005 levels.

Local governments have played an important leadership role in addressing climate change, and councils have supported a wide range of community-based programs and initiatives to lower the carbon footprint of their own business operations and of their local communities.

As a sector, local government has been an advocate and active participant in the debate for lowering carbon emissions, is sourcing renewable energy, has responded creatively to reduce greenhouse gas emissions from landfills, and facilitated the construction of green buildings and water sensitive design of cities and towns.

Local government has been at the forefront in addressing the impacts of climate change and adaptation to climate change. In particular, councils have a practical understanding of the risk and impact of climate change on Australia's infrastructure and physical assets, natural ecosystems, local economies and their community.

*Noting the Australian Government's approach to reducing emissions, are there partnerships, programs, and initiatives that local government and the Australian Government can form to achieve Australia's 2050 net zero emissions target?*

*Are there initiatives that could assist local governments to build trust in the community for implementation of key climate change and emissions reduction initiatives?*

# 11. ENVIRONMENT

Australia's 537 local councils play an essential role in providing, regulating and managing Australia's environmental services and infrastructure.

Whether it's biodiversity, biosecurity, natural resource management (NRM), contaminated lands, waste management, water resources, sustainability or roadside environments, councils are responsible for educating households and businesses on environment policy, as well as driving environmental programs and initiatives in their local communities.

In recent years the National General Assembly has considered a range of environmental issues, and passed resolutions on biodiversity, biosecurity, conservation, climate change and water security.

*How could the Australian Government partner with local government to strengthen Australia's environmental services and infrastructure?*

*What new programs could the Australian Government partner with local government in to progress local regional and national objectives?*



## 12. CIRCULAR ECONOMY

Local government is responsible for the management of household and domestic waste and has a critical role to play in further developing the circular economy.

Australia's 537 councils manage approximately 26 percent of Australian waste, either directly or through contractual arrangements. Each year, local governments collect around 9.7 million tonnes of waste from kerbside bin services, sort it at material recovery facilities (MRFs), and dispatch what can be recycled to reprocessing facilities in Australia and overseas.

Where waste cannot be recovered it is landfilled, and local governments in most jurisdictions must pay a significant levy per tonne for landfilled waste, as well as incur the operational costs of maintaining and managing a landfill.

Collecting, treating, and disposing of Australian domestic waste costs local government an estimated \$3.5 billion annually. Local government also dedicates resources to administering community waste-education programs, collecting litter, addressing illegal rubbish dumping, and ensuring compliance with waste bylaws.

In November 2023, Australia's Environment Ministers agreed that the Federal Government would establish new regulations for packaging as well as mandate how packaging is designed, develop minimum recycled content requirements and prohibit harmful chemicals being used. These changes are expected to have a positive impact on the amount of waste sent to landfill, and the costs borne by councils and their communities.

*How could the Australian Government further strengthen product stewardship arrangements to support local governments in their endeavours to increase recycling and reduce the volume of waste?*

*How could the Australian Government partner with local government to advance the circular economy?*

# CONCLUSION

Thank you for taking the time to read this discussion paper and your support for the 2024 National General Assembly of Local Government.

## A FINAL REMINDER:

- » Motions should be lodged electronically at [www.alga.com.au](http://www.alga.com.au) and received no later than 11.59pm on Friday 29 March 2024.
- » Motions must meet the criteria published in this paper.
- » Motions should commence with the following wording: 'This National General Assembly calls on the Australian Government to...'
- » Motions should not be prescriptive in directing how the matter should be pursued.
- » Motions should be practical, focussed and relatively simple.
- » It is important to complete the background section on the form.
- » Motions must not seek to advance an outcome that would result in a benefit to one group of councils to the detriment of another.
- » When your council submits a motion there is an expectation that a council representative will be present at the 2024 National General Assembly to move and speak to that motion if required.
- » Resolutions of the National General Assembly do not automatically become ALGA's national policy positions. The resolutions are used by the ALGA Board to inform policies, priorities and strategies to advance local governments within the national agenda.

We look forward to hearing from you and seeing you at the 2024 National General Assembly in Canberra.







AUSTRALIAN  
**LOCAL GOVERNMENT**  
ASSOCIATION

8 Geils Court | 02 6122 9400  
Deakin, ACT, 2600 | [alga@alga.asn.au](mailto:alga@alga.asn.au)

[www.alga.com.au](http://www.alga.com.au)

## 9.7 REQUEST FOR FINANCIAL ASSISTANCE - WENTWORTH REGIONAL TOURISM INC

File Number: RPT/23/825

Responsible Officer: Ken Ross - General Manager  
 Responsible Division: Office of the General Manager  
 Reporting Officer: Hannah Nicholas - Business Support Officer

Objective: 1.0 Wentworth Shire is a vibrant, growing and thriving Region  
 Strategy: 1.2 Promote the Wentworth Region as a desirable visitor and tourism destination

### **Summary**

Council is in receipt of a request for assistance from Wentworth Regional Tourism Inc with productions costs of the next edition of the Wentworth Shire and Darling Outback Visitor Information Guide. The guide is produced biennially and Wentworth Regional Tourism Inc compile the guide.

### **Recommendation**

That Council:

- a) allocate \$30,000 of funds towards production costs for the Wentworth Shire and Darling Outback Visitor Information Guide to Wentworth Regional Tourism Inc and approve a budget variation for \$30,000;
- b) grant financial assistance of another amount toward production costs for the Wentworth Shire and Darling Outback Visitor Information Guide to Wentworth Regional Tourism Inc and approve a budget variation for the same amount; or
- c) decline the request for financial assistance for productions costs for the Wentworth Shire and Darling Outback Visitor Information Guide to Wentworth Regional Tourism Inc

### **Detailed Report**

#### **Purpose**

The purpose of this report is to inform Council of a request for financial support in the amount of \$30,000 to produce the 2024 Wentworth Shire and Darling Outback Visitor Information Guide and advise that there is currently no budget item for this project.

#### **Report Detail**

Council is in receipt of a request for assistance with production costs for the next Wentworth Shire and Darling Outback Visitor Information Guide. In September 2021, Council resolved to support the production of the then updated Wentworth Shire and Outback Visitor information Guide in the amount of \$27,750. Currently there is no budget for this project and should Council choose to support this request a budget variation of \$30,000 would be required.

Wentworth Regional Tourism Inc are looking to develop and print a new edition of the Guide that would be ready for distribution in July 2024. Wentworth Regional Tourism Inc is a not-for-profit entity that operates by volunteer work. Presently, Wentworth Regional Tourism Inc have approximately 90 members who provide support predominantly to operational costs by way of membership fees. The membership cycle is on a biennial basis, and it coincides with the production cycle of the Guide.

Wentworth Regional Tourism Inc have pointed out that whilst tourism in Council's Local Government Area is expanding, the repercussions of COVID 19 are still being felt by local tourism businesses and organisations. In turn, Wentworth Regional Tourism Inc's contribution towards the future publication will be mainly in the form of volunteer hours and with distribution, which will accumulate to several months of work and coordination.

**Conclusion**

Council is requested to consider whether to assist with production costs for the next edition of the Wentworth Shire and Darling Outback Visitor Information Guide by one of the following options:

- a) allocate \$30,000 towards production costs with a budget variation; or
- b) grant financial assistance of another amount towards production costs with a budget variation for the same amount; or
- b) decline the request for financial for assistance for productions costs.

**Attachments**

- 1. Request for financial assistance - WRTI [↓](#)
- 2. Distribution Guide [↓](#)

## Discussion Paper

Meeting with Mr Ken Ross General Manager and Daniel Linklater Mayor

**Purpose:** To seek support of Wentworth Shire Council (WSC) in the production of the next edition of Wentworth Shire and Darling Outback Visitor Information Guide due for release in July 2024.

**Background:** Wentworth Regional Tourism Inc (WRTI) is a membership based volunteer not for profit organisation that works in conjunction and cooperatively with WSC in the promotion of tourism throughout our Shire and the Darling Outback.

Tourism as an industry (in 21/22) delivered a 2.7% share of the NSW GVA (Gross Value Add), more than Agriculture, Forestry and Fisheries at 2.6%. Economically tourism businesses directly deliver \$361 million (2.3%) of the Riverina Murray regions GVA – over 80% of which is delivered through accommodation, food services, retail, transport and education establishments. (*Source D/RM Value of Tourism 2022*)

Whilst it is obvious tourism is a significant driver and contributor to the State and local economy it has endured significant challenges over recent years. With the effects of COVID still being experienced and then of course the recent flood of 22/23, which took out the holiday season from Nov 22 to April 23 business operators have been challenged. The later event has also significantly impacted our holiday accommodation options with our two largest and most popular caravan parks being inundated and remaining inaccessible. COVID, Floods and diminished Caravan Park options have all impacted our local tourism industry.

It is for these reasons and in the interest of greater collaboration that WRTI is seeking financial support on behalf of its membership and the local tourism community generally in the production of the 2024 Visitors Guide.

The Visitor Guide is produced on a bi-annual basis coinciding with our membership cycle. We have around 90 members who contribute through membership towards the operational cost of the group as well as the distribution of the OVG through various means.

The production of the Wentworth Shire and Darling Outback Visitors Guide is a momentous exercise which requires significant time and coordination. The volunteer WRTI Executive can meet the time and compilation challenge however our membership and tourism operators generally need some financial assistance in the financial component of the guide.

**Proposal:** That WSC agree to allocate funds in the 24/25 budget or alternatively grant financial assistance to cover the cost of production of the 2024 Wentworth Shire and Darling Outback Visitor Information Guide. The expected cost based on the last edition would be about \$30,000.

Wentworth Regional Tourism Inc would contribute to this production through 'in-kind' support (volunteer hours in compilation and coordination which takes up to 4 months) and in meeting the costs of distribution through its usual means being membership fees and use of volunteers.

**Summary:** This document is intended to facilitate and aid discussion, it is not necessarily exhaustive nor intended to address all discussion points, principles or concerns relative to this request.

## Wentworth & Darling Outback Visitors Guide Distribution 2022- 2023

### **South Australia**

Barmera  
Berri  
Burra  
John Green Distributes through SA  
Renmark

### **Victoria**

Mildura AVIC  
Mildura Airport  
Deakin CP  
Beechworth  
Bendigo  
Bright  
Geelong  
Gundagai  
Hamilton  
Hopetoun,  
Horsham  
Mount Beauty  
Myrtleford  
Port Fairy  
Robinvale  
Rutherglen,  
Swan Hill  
Warracknabeal  
Warrnambool

### **NSW**

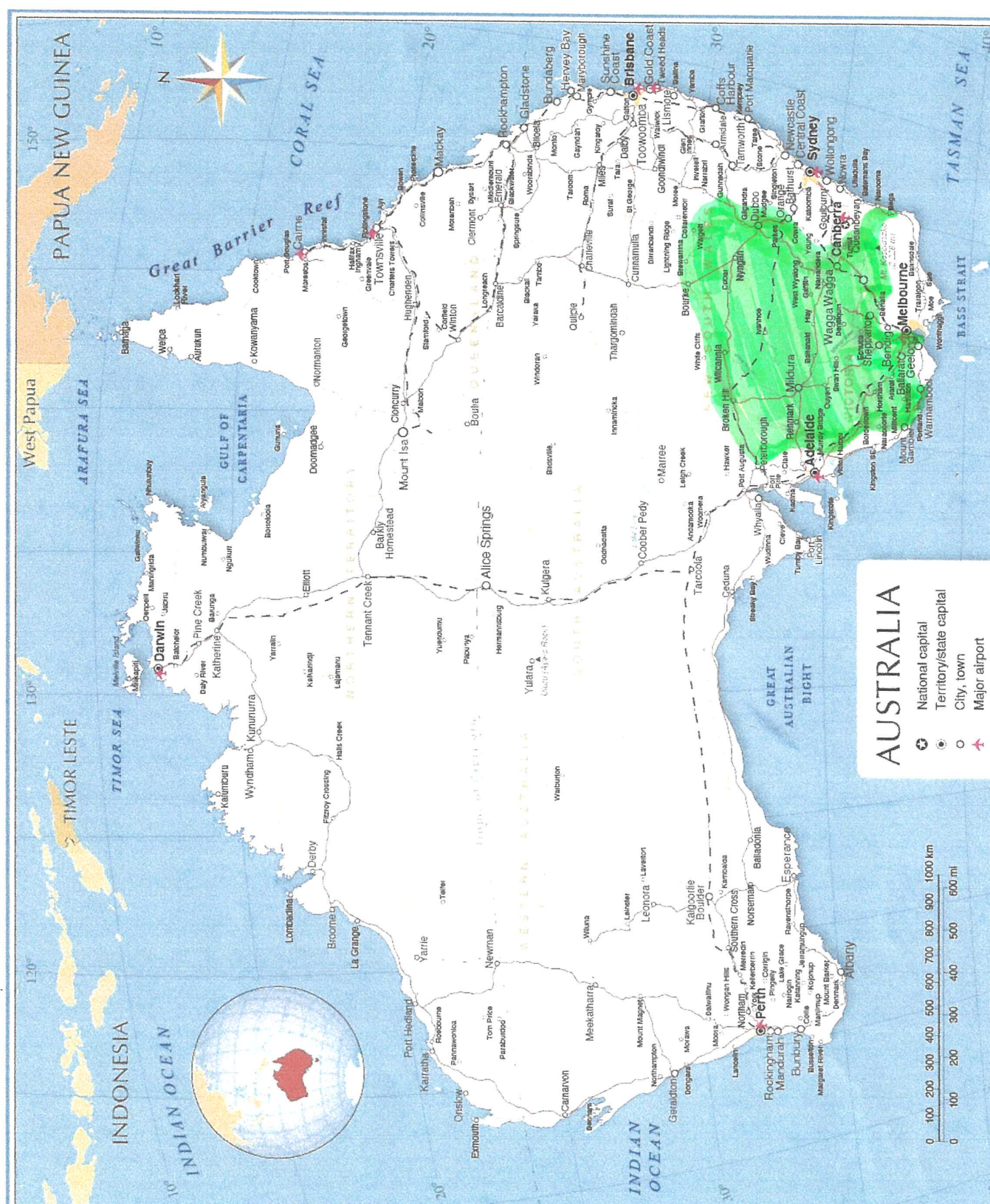
Albury  
Balranald  
Bega  
Beyond 39 Dips Silvertown  
Bindara  
Bourke  
Brewarrina  
Broken Hill  
Deniliquin  
Dubbo  
Euston Club  
Forbes  
Griffith

Gundagai  
Hay  
Leeton  
Louth  
Narranderra  
Nyngan  
Parkes  
Temora  
Tocumwal  
Wagga  
Warnambool  
West Wyalong  
Wilcannia  
Wollongong (AP)  
Yarrawonga

### **Members**

W/W AVIC x  
Wentworth based members  
Pooncarie  
Menindee  
Old Wharf café  
Gol Gol CP  
Orange World  
Varapodio Estate  
Coomie Club  
Curlwaa CP





**9.8 MONTHLY FINANCE REPORT - DECEMBER 2023**

File Number: RPT/24/15

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Vanessa Lock - Finance Officer

Objective: 4.0 Wentworth is a caring , supportive and inclusive community that is informed and engaged in its future

Strategy: 4.1 Provide strong and effective representation, leadership, planning, decision-making and service delivery

**Summary**

Rates and Charges collections for the month of December 2023 were \$515,930.78. After allowing for pensioner subsidies, the total levies collected are now 64.8%. For comparison purposes 61.81% of the levy had been collected at the end of December 2022. Council currently has \$45,949,120.77 in cash and investments.

**Recommendation**

That Council receives and notes the Monthly Finance Report.

**Detailed Report**

The purpose of this report is to indicate to Council the position in relation to the rate of collections and the balance of cash books.

**Reconciliation and Balance of Funds held as at 31 December 2023**

The reconciliation has been carried out between the Cash Book of each fund and the Bank Pass Sheet as at 31 December 2023.

	Combined Bank Account
Cash Balance as at 1 December 2023	\$ 7,854,976.67
Add: Receipts for the Period Ending 31 December 2023 Rates, Debtors, Miscellaneous	\$ 3,794,644.38
Less: Payments for the Period Ending 31 December 2023 Cash Book entries for this Month	\$ 10,648,505.38
Cash Balance of Operating A/C as at 31 December 2023	\$ 1,001,115.67
Trust Fund Balance	\$ 758,562.12
Total Investments as at 31 December 2023	\$ 44,189,442.98
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 45,949,120.77</b>



Collection of Rates and Charges

Rates and Charges collections for the month of December 2023 were \$515,930.78. After allowing for pensioner subsidies, the total levies collected are now 64.8%. A summary of the Rates and Charges situation as at 31 December 2023 is as follows:

Note: For comparison purposes 61.81% of the levy had been collected at the end of December 2022.

LEVIES	RATES & CHARGES	
Balance Outstanding at 30 June 2023 - Rates / Water	975,306.94	
Rates and Charges Levied 21 July 2023	10,341,585.36	\$ 11,316,892.30
+ Additional Water Charges	861,652.04	
+ Supplementary Rates and Charges	163,604.63	
+ Additional Charges	69,013.73	
- Credit Adjustments	22,046.34	
- Abandonments	35,183.11	\$ 12,353,933.25
DEDUCTIONS		
- Payments	7,843,072.09	
- Less Refunds of Payments	9,588.38	\$ 7,833,483.71
		\$ 4,520,449.54
- Pensioner Subsidy		
Government Subsidy	94,607.49	
Council Subsidy	77,406.12	\$ 172,013.61
<b>RATES/WATER CHARGES OUTSTANDING 31 DECEMBER 2023</b>		<b>\$ 4,348,435.93</b>

Rates/Water write offs and adjustments

Rates and charges that have been written off or adjustments made under the delegated authority of the General Manager for the month of December 2023.

Account	Date	Amount	Comment
<b>Water</b>			
713	15.12.2023	2000.00	Unable to enter property and water readings were under estimated for 4 billing periods. A large water usage was recorded once an actual water reading was obtained. Usage was averaged out using the first water tariff of 47c reducing the water charge. Owner has been advised to provide water readings when a card is left at the property in the future.

Council Loans Report

Name	Institution	Purpose	Interest Rate	Loan Amount	Amount Outstanding	Due Date
Loan 201	National Australia Bank	Buronga Landfill	4.55% Fixed	\$ 920,000.00	\$ 135,933.86	30/01/2025
Loan 202	ANZ Bank	Civic Centre	3.47% Fixed	\$ 850,000.00	\$ 556,520.16	21/10/2026
Loan 203	National Australia Bank	Midway Centre	3.586% Fixed	\$ 1,900,000.00	\$ 1,349,657.63	1/06/2033
Loan 204	Bendigo Bank	Buronga Landfill	5.29% Fixed	\$ 1,500,000.00	\$ 1,165,665.19	12/05/2037
CFWC310604	T-Corp	Trentham Cliffs Sewer	1.82% Fixed	\$ 750,000.00	\$ 574,888.68	4/06/2031
CFWC310624	T-Corp	Burong/Gol Gol Stormwater	1.79% Fixed	\$ 1,250,000.00	\$ 958,282.15	24/06/2031
Loan 205	National Australia Bank	Willowbend Caravan Park	2.2% Fixed	\$ 1,500,000.00	\$ 1,238,756.92	25/01/2027
Loan 206	Bendigo Bank	Buronga Landfill #3	1.85% Fixed	\$ 900,000.00	\$ 632,948.91	25/09/2028
Loan 207	National Australia Bank	Willowbend Caravan Park	1.933% Fixed	\$ 1,500,000.00	\$ 1,365,382.52	31/03/2028
Loan 207	National Australia Bank	Civic Centre	1.933% Fixed	\$ 1,500,000.00	\$ 1,500,000.00	31/03/2028
				<b>TOTAL</b>	<b>\$ 9,478,036.02</b>	

Overtime and Travelling

Month	Dec-23	Pay Periods	12 & 13			
Overtime from 25 November 2023 to 22 December 2023						
Overtime						
	Time and a Half		Double Time		Total	2023/24
						Accumulative
Department	Hours	Amount	Hours	Amount		Total
Animal Services	13.50	684.46	21.00	\$ 1,395.82	\$ 2,080.28	\$ 14,163.06
Assets			3.00	\$ 302.45	\$ 302.45	\$ 302.45
Building Maintenance					\$ -	\$ 273.18
Civil	22.00	1,135.36	3.50	\$ 250.65	\$ 1,386.01	\$ 4,503.47
Finance			3.50	\$ 379.99	\$ 379.99	\$ 818.99
GM's Office					\$ -	\$ 678.34
Health & Planning					\$ -	\$ 280.84
Indoor Engineers	30.75	2,324.21	6.75	\$ 688.86	\$ 3,013.07	\$ 12,800.23
IT Support					\$ -	\$ 2,036.42
Landfill Transfer Stations					\$ -	\$ 6,716.43
Library	2.00	108.51	6.75	\$ 488.31	\$ 596.82	\$ 2,024.43
Parks & Gardens	14.00	748.61	37.50	\$ 2,539.80	\$ 3,288.41	\$ 8,803.20
Private Works					\$ -	\$ 6,847.59
Roads - Council	390.50	18,084.14	262.50	\$ 16,832.04	\$ 34,916.18	\$ 228,118.55
Roads - RMS					\$ -	\$ 3,487.09
Subdivision Officer					\$ -	\$ 1,068.72
Tourism & Promotion	15.75	746.60	27.25	\$ 1,791.51	\$ 2,538.11	\$ 8,973.55
Water & Waste Water	43.00	2,317.10	53.50	\$ 3,974.65	\$ 6,291.75	\$ 47,468.03
Workshop Manager	9.50	568.15	0.50	\$ 39.87	\$ 608.02	\$ 1,548.89
Workshop/Mechanics					\$ -	\$ 751.03
<b>Total</b>	<b>541.00</b>	<b>26,717.14</b>	<b>425.75</b>	<b>28,683.95</b>	<b>\$ 55,401.09</b>	<b>\$ 350,750.13</b>
Travel Allowance						
Department	Kms	Amount				
<b>Total</b>	<b>0</b>	<b>0</b>				
<b>Grand Total</b>		<b>\$ 55,401.09</b>				

Conclusion

The report indicates to Council that its finances are in a favourable position.

Attachments

Nil

## 9.9 MONTHLY INVESTMENT REPORT - DECEMBER 2023

File Number: RPT/24/5

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Bryce Watson - Accountant

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.5 Adopt practices of prudent asset, financial and human resource management across Council to ensure long-term sustainability and efficiency

### Summary

As of 31 December 2023, Council had \$41 million invested in term deposits and \$4,949,120.77 in other cash investments. Council received \$165,232.59 from its investments for the month of December 2023.

In December 2023 Council investments averaged a rate of return of 4.70% and it currently has \$8,084,119.76 of internal restrictions and \$32,636,888.36 of external restrictions.

### Recommendation

That Council receives and notes the monthly investment report.

### Detailed Report

#### Purpose

The purpose of this report is to update Council on the current status of its investments as required by the *Local Government Act 1993* (NSW) and the associated regulation.

#### Matters under consideration

As of 31 December 2023, Council had \$45,949,120.77 invested with Ten (10) financial institutions and One (1) Treasury Corporation. This is a decrease of \$3,841,126.79 from the previous month.

The investment of surplus funds remains in line with Council's Investment Policy. This ensures sufficient working capital is retained and restrictions are supported by cash and investments that are easily converted into cash.

#### Interest Received from Cash Investments in December 2023

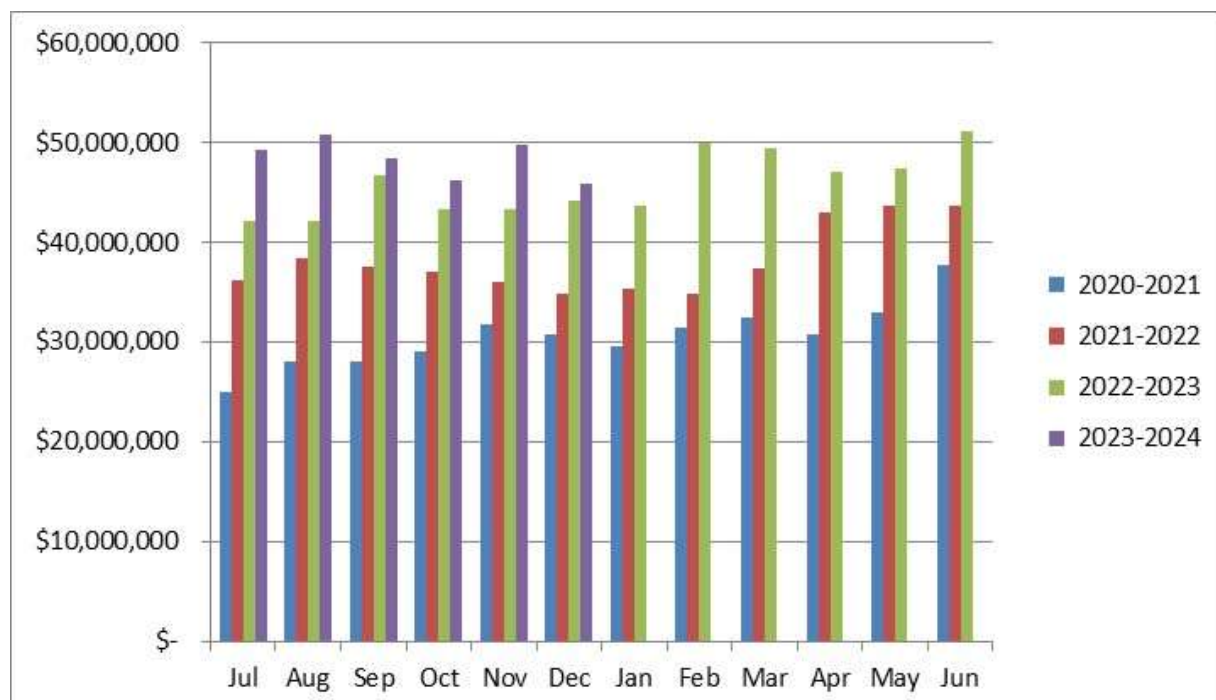
Five (5) deposits and Two (2) other accounts matured or provided interest in December earning Council \$141,488.46 in interest. The budget for December was \$125,000. Year to date Council has received \$789,121.97 in interest based on cash accounting. Expired investments are now shown in the attached report along with a summary of accrued interest. The budget for the financial year was set at \$1,500,000.00. As shown in the attached report Council's investments are on track to return \$1,841,578.92 for the financial year.

*\*Note the difference in interest received between this report and the Yield Hub report is from Council's at-call cash account which is paid monthly.*

Restrictions

<b>Internal Restrictions</b>		
- Employee Entitlements	\$2,308,162.00	
- Doubtful Debts	\$47,730.00	
- Future Development Reserve	\$1,076,217.20	
- Trust Account	\$1,694,412.70	
- Caravan Park Loan Facility	\$957,597.86	
- Capital Projects	\$1,000,000.00	
- Plant Replacement Reserve	\$1,500,000.00	\$8,584,119.76
<b>External Restrictions</b>		
- Water Fund	\$10,955,713.17	
- Sewer Fund	\$5,332,167.64	
- T-Corp Loan Balance	\$502,318.03	
- Developer Contributions Reserve	\$983,097.38	
- Unexpended Grants	\$14,094,905.52	
- Crown Reserves Reserve	\$208,296.22	
- Loan Guarantee Reserve	\$187.69	
- Prepayments Cemeteries	\$560,202.71	\$32,636,888.36
<b>Day to Day Liquidity</b>		\$4,728,112.65
<b>Total Funds Available</b>		<b>\$45,949,120.77</b>

Total Funds Invested



Summary – Unexpended Grants as at 31 December 2023

<b>Grant</b>	<b>Amount</b>
SCCF Wentworth Rowing Club	\$42,069.66
Crown Reserve Improvement Fund Astronomy Park	\$656,000.21
Fixing Local Roads Grants - Stage 3	\$211,529.51
Fixing Local Roads Grants - Stage 4	\$41,872.22
Resources for Regions Round 8	\$320,087.70
Pooncarie Menindee Road	\$188,356.46
Main Road Block Grant	\$330,014.44
Transport for NSW Pothole Repair Program	\$584,571.63
Resources for Regions Round 9	\$2,489,986.58
Rural Local Road Repair Program	\$7,848,516.97
NSW Office of Local Government Flood Grants	\$825,040.16
Strong Start Cadetship Program Grant	\$25,000.00
JEV Mosquito Eradication Grant	\$22,013.56
Stronger Country Communities Fund Round 5	\$246,367.63
SCCF Female Jockey Changerooms	\$71,511.47
Regional Leakage Reduction Program - Local Water Utility	\$75,000.00
Regional Fire Services Levy	\$98,029.52
Regional Youth School Holiday Program	\$18,937.80
<b>Total</b>	<b>\$14,094,905.52</b>

Conclusion

The Director Finance & Policy has certified that all investments have been made in accordance with the *Local Government Act 1993* (NSW), Local Government (General) Regulations 2021 and Council's Investment Policy. Council is investing its funds prudently to optimise returns and reduce exposure to risk in accordance with legislation and its own investment policy.

Attachments

1. December Investment Report 2023 [📄](#)



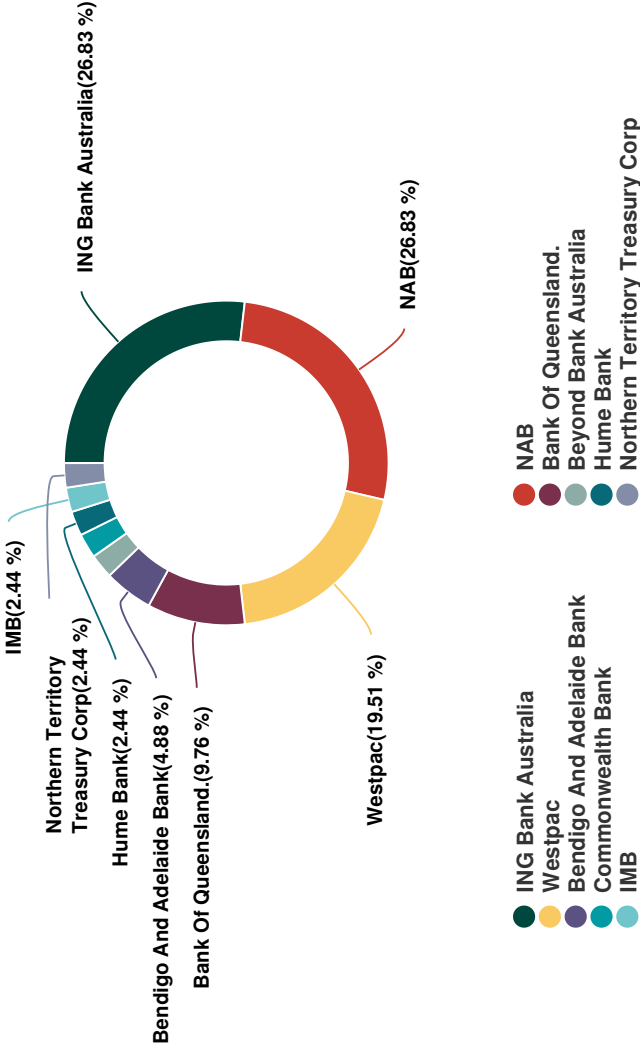
31 December 2023  
Wentworth Shire Council - Monthly Report

Summary

Total Cost	\$41,000,000.00
Total Portfolio Value	\$41,993,429.00
Weighted Average Term	208
Weighted Average Yield	4.63 %
90 day BBSW	4.37 %
Unrealised Capital Gain/Loss	\$0
Total Monthly Accrued Interest	\$152,224.11
Total Interest Received this month	\$148,952.06
Total Interest Received this FY	\$756,019.20
Total Interest Expected this FY	\$1,841,578.92
Interest Payments this month	5
Matured Investments this month	5
Total Funds Matured this month	\$5,000,000.00
Investments this month	6
Total Funds Invested this month	\$6,000,000.00
Compliant Portfolio	Yes

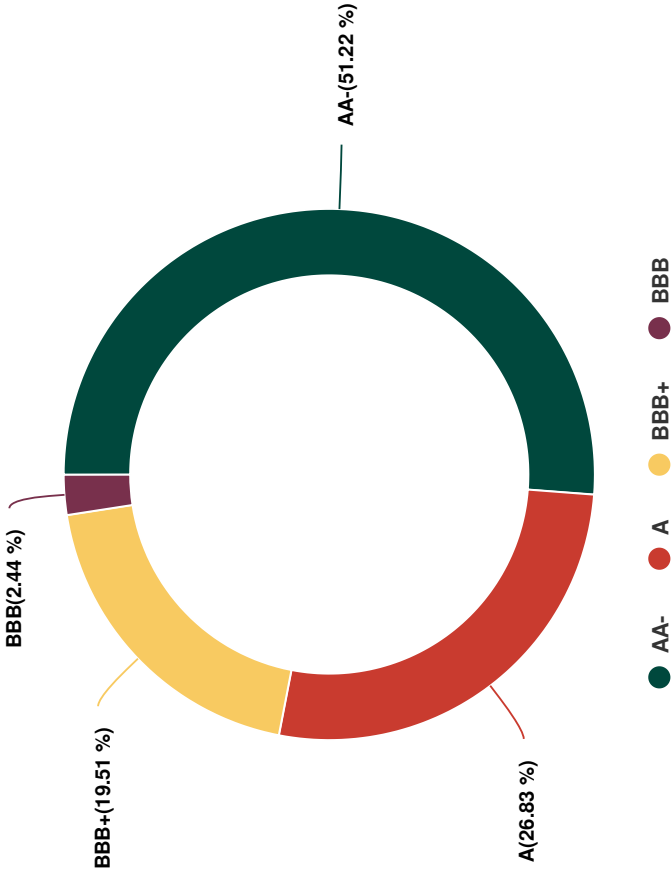


Counterparty





Long Term Credit Rating



Wentworth Shire Council - Monthly Report

Report Date: 31 December 2023

Investment Type	ADI/Security Name	Amount	Settlement Date	Maturity Date	Term in Days	Yield	Short Term Rating	Long Term Rating
Term Deposit	NAB	\$1,000,000	03/01/2023	03/01/2024	365	4.500 %	A-1+	AA-
Term Deposit	NAB	\$1,000,000	27/02/2023	23/01/2024	330	4.92 %	A-1+	AA-
Term Deposit	Commonwealth Bank	\$1,000,000	30/01/2023	30/01/2024	365	4.69 %	A-1+	AA-
Term Deposit	Bank Of Queensland.	\$1,000,000	09/02/2023	09/02/2024	365	4.600 %	A-2	BBB+
Term Deposit	NAB	\$1,000,000	09/02/2023	09/02/2024	365	4.700 %	A-1+	AA-
Term Deposit	NAB	\$1,000,000	20/02/2023	20/02/2024	365	4.85 %	A-1+	AA-
Term Deposit	Bendigo And Adelaide Bank	\$1,000,000	24/02/2023	23/02/2024	364	4.700 %	A-2	BBB+
Term Deposit	Westpac	\$1,000,000	27/02/2023	27/02/2024	365	4.98 %	A-1+	AA-
Term Deposit	NAB	\$1,000,000	27/02/2023	27/02/2024	365	5.0 %	A-1+	AA-
Term Deposit	IMB	\$1,000,000	11/12/2023	10/03/2024	90	5.31 %	NR	NR
Term Deposit	Westpac	\$1,000,000	11/03/2022	11/03/2024	731	1.92 %	A-1+	AA-
Term Deposit	NAB	\$1,000,000	11/03/2022	11/03/2024	731	1.85 %	A-1+	AA-
Term Deposit	Bank Of Queensland.	\$1,000,000	15/03/2023	14/03/2024	365	4.45 %	A-2	BBB+
Term Deposit	ING Bank Australia	\$1,000,000	20/03/2023	19/03/2024	365	4.45 %	A-1	A
Term Deposit	ING Bank Australia	\$1,000,000	23/03/2023	22/03/2024	365	4.600 %	A-1	A
Term Deposit	ING Bank Australia	\$1,000,000	31/03/2023	02/04/2024	368	4.68 %	A-1	A
Term Deposit	ING Bank Australia	\$2,000,000	05/04/2023	04/04/2024	365	4.68 %	A-1	A
Term Deposit	ING Bank Australia	\$1,000,000	19/04/2022	19/04/2024	731	3.09 %	A-1	A
Term Deposit	ING Bank Australia	\$1,000,000	18/05/2023	17/05/2024	365	4.900 %	A-1	A
Term Deposit	ING Bank Australia	\$1,000,000	26/05/2023	27/05/2024	367	4.94 %	A-1	A
Term Deposit	Westpac	\$1,000,000	06/06/2023	06/06/2024	366	5.04 %	A-1+	AA-
Term Deposit	ING Bank Australia	\$2,000,000	28/06/2023	27/06/2024	365	5.62 %	A-1	A
Term Deposit	Westpac	\$1,000,000	26/07/2023	26/07/2024	366	5.25 %	A-1+	AA-
Term Deposit	Westpac	\$1,000,000	27/07/2023	29/07/2024	368	3.27 %	A-1+	AA-
Term Deposit	Westpac	\$1,000,000	24/08/2023	26/08/2024	368	5.100 %	A-1+	AA-
Term Deposit	Westpac	\$1,000,000	24/08/2023	26/08/2024	368	5.100 %	A-1+	AA-
Term Deposit	NAB	\$1,000,000	29/08/2023	28/08/2024	365	5.200 %	A-1+	AA-

Wentworth Shire Council - Monthly Report							Report Date: 31 December 2023		
Investment Type	ADI/Security Name	Amount	Settlement Date	Maturity Date	Term in Days	Yield	Short Term Rating	Long Term Rating	
Term Deposit	NAB	\$1,000,000	04/09/2023	03/09/2024	365	5.12 %	A-1+	AA-	
Term Deposit	NAB	\$1,000,000	05/09/2023	04/09/2024	365	5.17 %	A-1+	AA-	
Term Deposit	Beyond Bank Australia	\$1,000,000	11/09/2023	10/09/2024	365	5.200 %	A-2	BBB	
Term Deposit	Bank Of Queensland.	\$1,000,000	03/10/2023	02/10/2024	365	5.200 %	A-2	BBB+	
Term Deposit	Hume Bank	\$1,000,000	05/10/2023	04/10/2024	365	5.25 %	NR	NR	
Term Deposit	Westpac	\$1,000,000	27/11/2023	27/11/2024	366	5.47 %	A-1+	AA-	
Term Deposit	NAB	\$1,000,000	04/12/2023	03/12/2024	365	5.28 %	A-1+	AA-	
Term Deposit	NAB	\$1,000,000	15/12/2023	16/12/2024	367	5.100 %	A-1+	AA-	
Term Deposit	ING Bank Australia	\$1,000,000	19/12/2023	18/12/2024	365	5.23 %	A-1	A	
Term Deposit	Bendigo And Adelaide Bank	\$1,000,000	22/12/2023	23/12/2024	367	5.0 %	A-2	BBB+	
Term Deposit	Bank Of Queensland.	\$1,000,000	04/12/2023	03/12/2026	1,095	5.25 %	A-2	BBB+	
Term Deposit	Northern Territory Treasury Corp	\$1,000,000	16/09/2021	15/12/2026	1,916	1.35 %	NR	NR	
		\$41,000,000							



Wentworth Shire Council - Monthly Report

Report Date: 31 December 2023

Transaction Date	Contract Number	ADI/Security Name	Type	Amount	Credit/Debit	Long Term Rating	Designation	Comments	Maturity Date
22/12/2023	065631	Bendigo And Adelaide Bank	Interest	\$43,000	Debit	BBB+	Unclassified		22/12/2023
19/12/2023	062156	ING Bank Australia	Interest	\$45,000	Debit	A	Unclassified		19/12/2023
15/12/2023	065630	NAB	Interest	\$43,500	Debit	AA-	Unclassified		15/12/2023
11/12/2023	065642	Westpac	Interest	\$4,786.85	Debit	AA-	Unclassified		11/03/2024
11/12/2023	067636	IMB	Interest	\$12,665.21	Debit	NR	Unclassified		11/12/2023
Total				\$148,952.06					



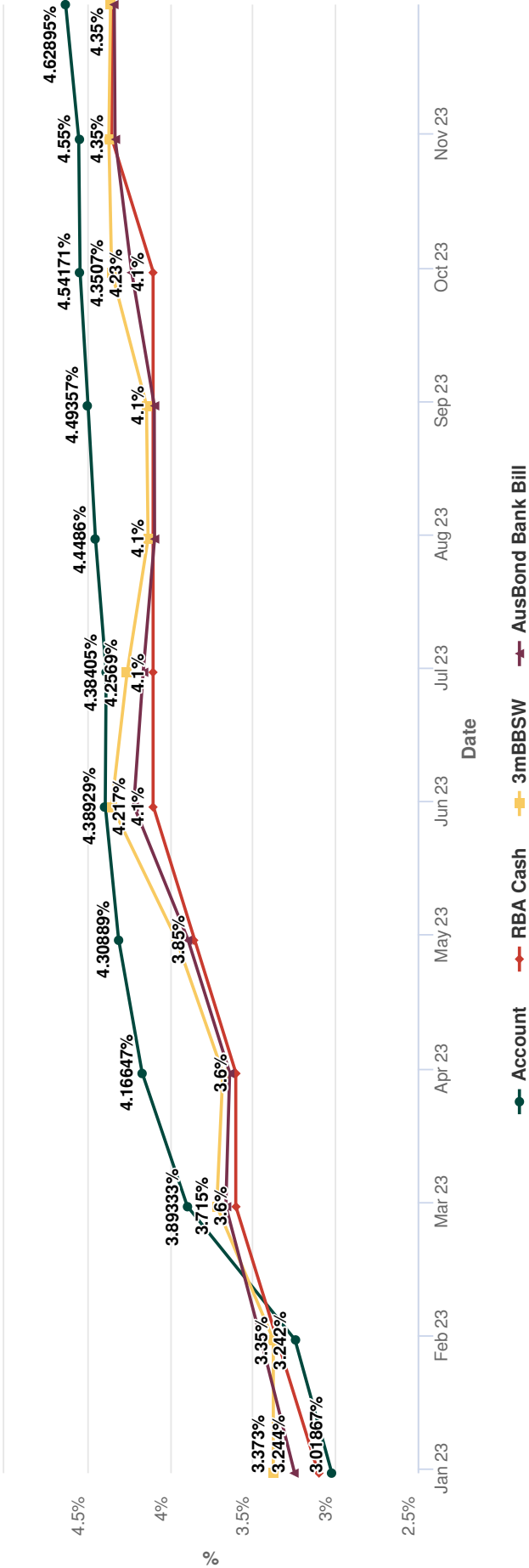
Wentworth Shire Council - Monthly Report

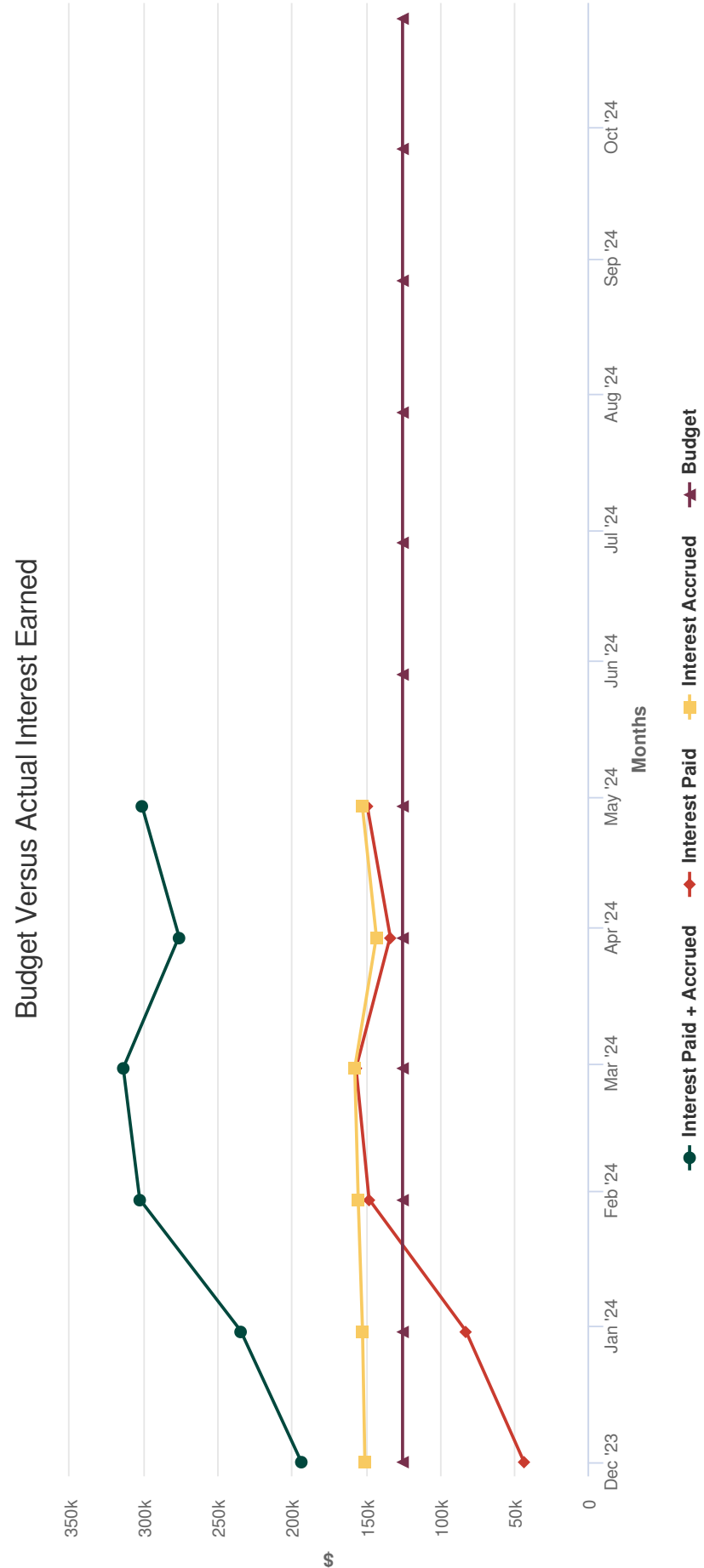
Report Date: 31 December 2023

Account vs RBA Cash vs 3m BBSW vs Bloomberg AusBond Bank Bill Index

Term	Account	RBA Cash	3m BBSW	Outperformance	AusBond Bank Bill	Outperformance
1m	4.61 %	4.35 %	4.36 %	0.26 %	4.34 %	0.27 %
3m	4.56 %	4.29 %	4.32 %	0.28 %	4.31 %	0.26 %
6m	4.49 %	4.19 %	4.26 %	0.30 %	4.21 %	0.29 %
12m	4.10 %	3.92 %	3.98 %	0.19 %	3.96 %	0.14 %

Month End Performance





## 9.10 POONCARIE TELECOMMUNICATION TOWER LEASE

File Number: RPT/23/818

Responsible Officer: Simon Rule - Director Finance and Policy

Responsible Division: Finance and Policy

Reporting Officer: Simon Rule - Director Finance and Policy

Objective: 1.0 Wentworth Shire is a vibrant, growing and thriving Region

Strategy: 1.3 High quality connectivity across the region

### **Summary**

At the October 2023 Ordinary Council Meeting the new lease was tabled for consideration and approval. Council deferred a decision on the matter and requested additional information in relation to the need for four separate lease documents, why all four need to be signed now and the impact that this has on any rent review mechanism.

Further work has been undertaken to address the issues raised and the lease documents are again being tabled to be executed by Council.

### **Recommendation**

That Council delegates authority to the Mayor, Deputy Mayor and the General Manager to sign the lease documents and affix the Council seal.

### **Detailed Report**

#### **Purpose**

The purpose of this report is to seek a resolution from Council to sign and affix the Council seal to a new lease for the Pooncarie Telecommunications Tower.

#### **Background**

At the October 2023 Ordinary Council Meeting the new lease was tabled for consideration and approval. Council deferred a decision on the matter and requested additional information in relation to the need for four separate lease documents, why all four need to be signed now and the impact that this has on any rent review mechanism.

#### **Matters under consideration**

Further discussions with Council's Solicitor indicate that the reason for the need to have four separate lease documents and the need to have them all signed at the same time is avoid having to do a plan of subdivision.

As the lease is only over part of the property, any lease for a term of more than five years is to be treated as subdivision of land pursuant to section 7A of the *Conveyancing Act 1919* (NSW). If there was one lease covering the entire 20 year term, Council would be required to provide a plan of subdivision because the demised premises only covers part of the relevant lot. Having consecutive leases in the context of telecommunications leases to avoid a plan of subdivision is common practice to overcome the abovementioned administrative burden.

As all four leases need to be registered on the title of the property simultaneously there is no interim review mechanism because the commencing rent figure for the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> leases have to be ascertained at the time of registering the 1<sup>st</sup> lease.

Further discussions with the lessee have resulted in an increase in the annual percentage rent increase from 2% to 3% over the term of the lease. This is in line with the previous five year lease term (2016-2021). The impact of this increase from 2% to 3% will see the lessee pay an additional \$10,657 in lease payments over the 20 year lease period. In addition to above the payment for year one of the new lease is a \$2,430.24 or 142% increase from the

final year payment for the previous lease term. Overall, Council will be \$65,301 better off across the term of this lease, compared to if the final year payment for the previous lease had become the basis of the commencement figure for the new lease.

**Conclusion**

Additional information has been supplied to Councillors as requested. It is recommended that Council resolve to execute the individual lease documents.

**Attachments**

1. Lease - Term 1 [↓](#)
2. Lease - Term 2 [↓](#)
3. Lease - Term 3 [↓](#)
4. Lease - Term 4 [↓](#)





# **LAND LEASE**

## **(New South Wales)**

**Property: 28 Mallara Street Pooncarie NSW 2648  
(Pooncarie Exchange and RT (NSW))**

**Wentworth Shire Council**  
**ABN 96 283 886 815**

**Amplitel Pty Limited**  
**ACN 648 133 073**

Form: 07L  
Edition: 4.5

**LEASE**  
**New South Wales**  
**Real Property Act 1900**

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Revenue NSW use only

**(A) TORRENS TITLE**

Property leased

Part Folio Identifier 1/829641 being that part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1

**(B) LODGED BY**Document  
Collection  
Box

1W

Name, Address or DX, Telephone and Customer Account Number if any

Thomson Geer Lawyers  
Level 14, 60 Martin Place  
SYDNEY NSW 2000  
Email: abanerjee@tglaw.com.au  
Reference: AB:MJL: 5084987

**CODE****L****(C) LESSOR****WENTWORTH SHIRE COUNCIL** ABN 96 283 886 815

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable): Not Applicable.

**(E) LESSEE****AMPLITEL PTY LIMITED** ACN 648 133 073**(F)****TENANCY:****G) 1. TERM: FIVE (5) YEARS****2. COMMENCING DATE: 1 JULY 2021****3. TERMINATING DATE: 31 AUGUST 2026****4. With three OPTIONS TO RENEW for a period of N.A. set out in N.A.****5. With an OPTION TO PURCHASE set out in N.A. of N.A.****6. Together with and reserving the RIGHTS set out in clause N.A. of N.A.****7. Incorporates the provisions or additional material set out in ANNEXURE A hereto.****8. Incorporates the provisions set out in N.A. No. N.A.****9. The RENT is set out in ITEM No. 8 of the REFERENCE SCHEDULE to ANNEXURE A.**

DocuSigned by:

Wai Fan Stella Tung

A835ABB412CD4CB...

14-Aug-23 | 10:33:53 ACS1708

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 27

DATE:

H) SEE EXECUTION ON PAGE 27 OF ANNEXURE A.

## I) STATUTORY DECLARATION \*

I \_\_\_\_\_

solemnly and sincerely declare that:

- 1 the time for the exercise of the option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
- 2 the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of \_\_\_\_\_ on \_\_\_\_\_

in the presence of \_\_\_\_\_ of \_\_\_\_\_,

☐ Justice of the Peace (J.P. Number: \_\_\_\_\_) ☐ Practising Solicitor☐ Other qualified witness: \_\_\_\_\_,

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was \_\_\_\_\_ [Omit ID No.].

Signature of witness: \_\_\_\_\_ Signature of applicant: \_\_\_\_\_

\* As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgement. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

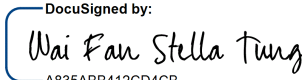
## Annexure A to Lease of Land dated

### Parties:

**Wentworth Shire Council** ABN 96 283 886 815 (**Lessor**)

and

**Amplitel Pty Limited** ACN 648 133 073 (**Lessee**)

DocuSigned by:  
  
A835ABB412CD4CB...  
14-Aug-23 | 10:33:53 ACST

## Table of contents

<b>Reference Schedule.....</b>	<b>6</b>
<b>1 Interpretations .....</b>	<b>7</b>
1.1 Definitions .....	7
1.2 Rules for interpreting this Lease .....	8
<b>2 Term of Lease .....</b>	<b>9</b>
2.1 Term.....	9
2.2 Holding Over .....	9
<b>3 Payments .....</b>	<b>10</b>
3.1 Rent and rent review.....	10
3.2 Rates and taxes .....	10
3.3 Costs of Lease.....	10
<b>4 Equipment.....</b>	<b>10</b>
<b>5 Use .....</b>	<b>10</b>
5.1 Use of Premises and Land .....	10
5.2 Condition of Premises.....	11
5.3 Permits and approvals .....	11
<b>6 Electricity and other services .....</b>	<b>11</b>
<b>7 Access.....</b>	<b>12</b>
7.1 Access .....	12
7.2 Security .....	12
7.3 Access track and/or power connection .....	12
<b>8 Assignment and subletting.....</b>	<b>12</b>
<b>9 Insurance and indemnity .....</b>	<b>13</b>
9.1 Property Insurance .....	13
9.2 Public Liability Insurance .....	13
9.3 Indemnity and liability .....	13
9.4 Lessee's risk .....	13
9.5 Release of Lessor: .....	13
<b>10 Lessor's covenants .....</b>	<b>14</b>
10.1 Quiet enjoyment.....	14
10.2 Condition of Land.....	14
10.3 No damage .....	14
10.4 Safety and security procedures .....	14
10.5 Other occupiers .....	14
10.6 Consents.....	14
10.7 Contamination.....	14
10.8 Events affecting Land .....	15
10.9 Granting of easements and rights .....	15
<b>11 Default and termination.....</b>	<b>15</b>
11.1 Default and re-entry .....	15
11.2 Early surrender .....	15
11.3 Subsequent Leases .....	16
11.4 Reinstatement and make good.....	16
<b>12 GST.....</b>	<b>16</b>
12.1 Recovery of GST .....	16
12.2 Time for payment of GST amount .....	16
12.3 Indemnity and reimbursement payments .....	16
12.4 Adjustment events .....	17
12.5 Lease to be a tax invoice .....	17

12.6	Change in the GST law.....	17
12.7	When RCTI clauses apply .....	17
12.8	RCTI.....	17
12.9	When RCTI clauses cease to apply .....	17
12.10	GST definitions .....	17
<b>13</b>	<b>Warranties.....</b>	<b>18</b>
13.1	Lessee as trustee .....	18
13.2	Lessor as trustee .....	18
<b>14</b>	<b>Miscellaneous.....</b>	<b>19</b>
14.1	Application of laws .....	19
14.2	Notices .....	19
<b>15</b>	<b>Right of first refusal .....</b>	<b>20</b>
15.1	Lessor cannot sell or transfer Land .....	20
15.2	Lessor's Offer.....	20
15.3	Acceptance of Lessor's Offer.....	20
15.4	If Lessee does not accept Lessor's Offer .....	20
15.5	Period to sell .....	20
15.6	Public auction .....	20
15.7	Right binds successors.....	21
<b>16</b>	<b>No Fetter .....</b>	<b>21</b>
<b>17</b>	<b>Land Tax .....</b>	<b>21</b>
<b>18</b>	<b>Work Health and Safety.....</b>	<b>21</b>
<b>19</b>	<b>Unexpected Heritage Items.....</b>	<b>21</b>
19.1	Definitions .....	21
19.2	Archaeological Assessment and Unexpected Heritage Finds .....	22
19.3	Release.....	23
19.4	No merger.....	23
19.5	No application .....	23
<b>20</b>	<b>Electronic Execution .....</b>	<b>23</b>
	<b>Schedule 1 – Premises Plan.....</b>	<b>25</b>
	<b>Schedule 2 – Site Elevation Plan .....</b>	<b>26</b>
	<b>Schedule 3 – Signing page.....</b>	<b>27</b>

## Reference Schedule

Item 1	Lessor:	<p>Name: <b>Wentworth Shire Council ABN 96 283 886 815</b></p> <p>Address: 26-28 Adelaide Street, Wentworth NSW 2648</p> <p>Tel: 03 5027 5027</p> <p>Email: simon.rule@wentworth.nsw.gov.au</p>
Item 2	Lessee:	<p>Name: <b>Amplitel Pty Limited</b> as trustee for the <b>Towers Business Operating Trust</b></p> <p>ACN: 648 133 073</p> <p>ABN: 75 357 171 746</p> <p>Address: c/- JLL 242 Exhibition Street MELBOURNE VIC 3000</p> <p>Email: Telstra.Notices@ap.jll.com; and F0901953@team.telstra.com</p>
Item 3	Premises:	<p>That part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1 and situated at 28 Mallara Street, Pooncarie NSW 2648</p> <p>For Lessee reference purposes only: JDE: 30882100 Tenure ID: 56918 Node Manager Address ID: 45449 RFNSA Number: 2648001</p>
Item 4	Land:	Lot 1 in Deposited Plan 829641
Item 5	Term:	Five (5) years, commencing on the Commencement Date
Item 6	Commencement Date:	1 September 2021
Item 7	Terminating Date:	31 August 2026
Item 8	Rent:	\$4,142.00 per annum (exclusive of GST), subject to clause 3.1
Item 9	Payment of Rent:	Yearly in advance by way of electronic funds transfer commencing on the Commencement Date and thereafter on each anniversary of the Commencement Date
Item 10	Permitted Use:	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with this Lease and the Requirements.
Item 11	Review of Rent:	The Rent is to be increased on each Review Date by 3.0% during the Term and any Further Terms.

## 1 Interpretations

---

### 1.1 Definitions

The following words have these meaning in this Lease unless the contrary intention is shown:

**Act** means the *Telecommunications Act 1997* (Cth).

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the State.

**Carrier** has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

**Commencement Date** means the date specified in Item 6.

**Consumer Price Index** means the All Groups CPI: Australia Consumer Price Index as currently published by the Australian Bureau of Statistics.

**Current CPI** means the Consumer Price Index number for the quarter ending immediately before the relevant Review Date.

**Emergency** means circumstances where access must be provided without delay to protect the Facility, the health or safety of persons, the environment, property or maintenance of an adequate level of service.

**Facility** means any equipment, equipment housing, tower/pole/mast (or similar), antennas, associated ancillary equipment and/or any other fixtures, fittings, structures and cabling as altered or upgraded terms of this Lease belonging to or brought onto the Premises by the Lessee, any Related Body Corporate of the Lessee and any subtenant or licensee of the Lessee (as the case may be).

**Financial Year** means the 12 months period ending on 30 June in each year.

**Government Agency** means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**Item** means an item in the Reference Schedule.

**Land** means the Land described in Item 4.

**Lease** means this lease and any equitable lease or common law tenancy evidenced by this lease.

**Lessee** means the party named in Item 2.

**Lessor** means the party named in Item 1.

**Liability Cap** means:

- (a) for the Financial Year ending 30 June 2022, \$20 million; and
- (b) for each subsequent Financial Year in the Term, the amount of the Liability Cap for the previous Financial Year multiplied by the Current CPI and divided by the Previous CPI.

**Network** means the passive infrastructure of the Lessee (or any Related Body Corporate of the Lessee) for use in connection with a communications network.



**Permitted Mortgage** means a mortgage of the Land granted to an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

**Permitted Mortgagee** means the mortgagee from time to time under a Permitted Mortgage.

**Permitted Use** means the use specified in Item 10.

**Premises** means the premises leased to the Lessee as described in Item 3.

**Previous CPI** means the Consumer Price Index number for the quarter ending immediately before the last Review Date (or, if there has not been one, the Commencement Date).

**PPS Security Interest** means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth).

**Reference Schedule** means the Reference Schedule to this Lease.

**Related Body Corporate** means a related body corporate or a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity, as each of those terms are defined in the *Corporations Act 2001* (Cth).

**Rent** means the amount specified in Item 8, as varied on any Review Date under this Lease.

**Requirements** means applicable legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

**Review Date** means each anniversary of the Commencement Date during the Term and any Further Terms.

**Security Interest** means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or that gives a creditor priority over unsecured creditors in relation to any property.

**Subsequent Lease** means any lease between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date.

**State** means the State or Territory of Australia in which the Premises is situated.

**Term** means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

**Terminating Date** means the date specified in Item 7, except where this Lease is terminated early in which case the date of earlier termination is the Terminating Date.

## 1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (c) Words of inclusion or example are not words of limitation.
- (d) Headings are for convenience only, and do not affect interpretation.
- (e) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease.

- (f) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (g) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (h) Unless the context otherwise requires, the terms installation and maintenance where they are used in this Lease have the same meanings and include the same activities as are provided under the Act.
- (i) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party an obligation of those persons is joint and several and a right of those persons is held by each of them severally.
- (j) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors, subtenants, licensees or others authorised (expressly or implicitly) by that party.
- (k) Any obligation on the Lessor or the Lessee (as the case may be) will where the context so permits extend to the actions of that party or that party's authorised employees, agents, contractors, subtenants, licensees, invitees or others claiming under or through that party.
- (l) Unless this Lease expressly states otherwise, any party responding to a request for consent or approval must not unreasonably withhold or delay its response or impose any conditions inconsistent with the terms of this Lease. If withholding consent or approval, the responding party must give written reasons with its response.
- (m) Sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

## 2 Term of Lease

---

### 2.1 Term

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use.

### 2.2 Holding Over

If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor, then the Lessee occupies the Premises under a yearly tenancy on the same terms as this Lease, so far as they can be applied to a yearly tenancy. Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other party.

---

### 3 Payments

---

#### 3.1 Rent and rent review

- (a) The Lessee must pay the Rent in accordance with Item 9 to an account in Australia nominated by the Lessor. The Lessor may nominate another account in Australia into which the Rent must be paid upon giving at least 20 Business Days' notice to the Lessee.
- (b) The Rent is to be reviewed on each Review Date in accordance with Item 11.

#### 3.2 Rates and taxes

The Rent is a gross amount and the Lessee is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land (including the Premises), subject to charges (if any) which this Lease expressly requires the Lessee to pay. The Lessor must pay all rates, taxes and outgoings on or before the payment date which are charged to, assessed against or relate to the Land (including the Premises).

#### 3.3 Costs of Lease

- (a) The Lessee will contribute up to \$5,000.00 (plus any GST) towards the Lessor's reasonable legal fees for the preparation, negotiation and execution of this Lease. If stamp duty or registration fees are payable on this Lease, the Lessee will pay the applicable stamp duty or registration fees.
- (b) The Lessee must pay the Lessor's reasonable legal costs and disbursements in connection with any dealing initiated by the Lessee to which the Lessor is, or is intended to be a party.
- (c) The Lessee must prepare any plans required for this Lease and must pay all costs associated with preparation of such plans.

---

### 4 Equipment

---

- (a) The Lessor grants a licence to the Lessee, its subtenants and licensees to install, maintain, repair, renew and use cabling on the Land to and from the Facility as is necessary for the Permitted Use. The Lessee must comply with the reasonable requirements of the Lessor in relation to such installation, maintenance, repair, renewal and use.
- (b) Subject to the express terms of this Lease, the Facility remains at all times the property of the Lessee, its subtenants and licensees (as the case may be), even if it becomes attached to the Land.

---

### 5 Use

---

#### 5.1 Use of Premises and Land

- (a) The Lessee may only use the Premises for the Permitted Use.
- (b) The Lessor grants a licence to the Lessee, its subtenants and licensees to use so much of the Land adjacent to or adjoining the Facility as is reasonably required for the Permitted Use. After using the adjacent or adjoining Land, the Lessee must restore the surface to that part of the Land used to as near as practicably possible its state prior to use by the Lessee, its subtenants and licensees.
- (c) The Lessee is not required to carry out any capital or structural works to the Land unless such works are required by the Lessee for the installation or maintenance of the Facility or the works are as a result of the Lessee's negligence or a breach of this Lease.

- (d) The Lessee, its subtenants and licensees may install signage around the Premises and the Facility for the purposes of complying with applicable laws.
- (e) The Lessor grants to the Lessee, its subtenants and licensees the right to use so much of the adjoining or adjacent land as is reasonably required for the purpose of installing and maintaining guy anchors (if needed) to support the Lessee's structure on the Premises and running guy wires from those guy anchors on the adjoining or adjacent land to the Lessee's structure on the Premises. The Lessor must not use or interfere with the Lessee's guy anchors or guy wires. The provisions of clause 9.3 apply to the exercise by the Lessee of its rights under this clause.
- (f) The Lessee must comply with any rules of the Lessor applicable from time to time in relation to the use of the Premises, to the extent those rules does not conflict with this Lease.

## 5.2 Condition of Premises

Subject to clause 5.1(c), the Lessee will keep the Premises in good repair and condition (having regard to the condition of the Premises as at the date on which the Lessee or its Related Body Corporate first came into possession of the Premises excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God).

## 5.3 Permits and approvals

Subject to clause 16, the Lessor:

- (a) authorises the Lessee, at the Lessee's cost, to make applications to any relevant government authority or agency for any necessary permits, consents and approvals for the development, construction and use of the Facility and to exercise and procure (in the Lessee's discretion) every right of appeal arising from a determination or failure to determine such application; and
- (b) must sign all documentation and provide all assistance reasonably required by the Lessee or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 5.3(a).

## 6 Electricity and other services

- (a) The Lessor must permit the Lessee, at the Lessee's cost, to install electricity and other services on the Land to and from the Facility. The Lessee may use, install, repair, maintain, replace and remove any services to the Facility at any time, provided that the Lessee complies with the Lessor's reasonable requirements and directions in relation to such installation, replacement and removal.
- (b) The supply of electricity must be made through a dedicated usage meter (either by separate meter or check meter), installed by the Lessee at its own cost, so that the Lessee is directly accountable for any electricity that it uses on the Premises.
- (c) Where the Lessee installs separate electricity metering, the Lessee must pay to the supplier all charges for the separately metered electricity used by the Lessee. Where the Lessee installs a check meter, the Lessee will reimburse the Lessor the actual cost of the electricity it uses on the Premises as recorded by the check meter within 30 Business Days of receipt of a tax invoice from the Lessor.
- (d) The Lessor agrees that the Lessee may transfer ownership of some or all of the electricity cables to a third party electricity supplier for the supply of electricity to the Facility.
- (e) Where reasonably requested by the Lessee, the Lessor must grant an easement for electricity purposes over part of the Land on the easement terms that may be required by the electricity supplier. Without limiting any of the Lessee's obligations under clause 3.3, the Lessee must pay the Lessor's reasonable costs (including legal fees and disbursements) incurred by the Lessor in relation to such easement.

- (f) The Lessor agrees that the electricity supplier may enter the Land from the Commencement Date for the purposes of installing, repairing, maintaining, upgrading, replacing and removing any electricity infrastructure.
- (g) At the expiry of early termination of this Lease, the Lessee must comply with the Lessor's reasonable directions in relation to removal of all services installed by or on behalf of the Lessee on the Land and make good the Land in accordance with clause 11.4.

## 7 Access

---

### 7.1 Access

The Lessor grants a licence to the Lessee, its subtenants and licensees over the Land to have access to and from the Premises (including the Facility) at all times, subject to clause 7.3.

### 7.2 Security

- (a) Subject to clause 7.2(b), the Lessee will comply with reasonable security arrangements and access protocols as previously notified to it by the Lessor. The Lessor will notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number).
- (b) Where the Lessee does not have direct access to the Land, Premises and the Facility and there is an Emergency, the Lessor must arrange for the Lessee, its subtenants and licensees to have access to the Land, Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 7.2(a). The Lessee may give this notice in person or by telephone.
- (c) The Lessee will reimburse to the Lessor the reasonable security expenses incurred by the Lessor in providing access during an Emergency within 20 Business Days of receipt of a tax invoice from the Lessor.

### 7.3 Access track and/or power connection

If the Lessee installs at its cost any access track or power connection, then any other person (except the Lessor) who wishes to utilise the access track or power connection must share in the cost of any upgrade and maintenance of the access track or power connection as apportioned by the Lessee (and in consultation with the Lessor acting reasonably), taking into account the extent of the use of the access track or the power connection by other users.

## 8 Assignment and subletting

---

- (a) The Lessee must not assign this Lease or sublet the whole of the Premises without the consent of the Lessor, except to:
  - (i) a Related Body Corporate of the Lessee;
  - (ii) a Carrier; or
  - (iii) any entity (or a Related Body Corporate of that entity) that is acquiring the Network,
 in which case the consent of the Lessor is not required to the assignment or sublease.
- (b) The Lessee may grant a sublease of part of the Premises or a licence of the whole Premises or any part of the Premises to any person at any time.
- (c) In the event of an assignment of this Lease by the Lessee, the Lessee releases the Lessor from all obligations and liabilities under this Lease from the date of assignment of this Lease, but without prejudice to any prior claim or remedy which either party may have against the other party. The Lessee will not be released from its obligations.

- (d) If this Lease assigned pursuant to this clause 8, any Subsequent Lease is also assigned to the same assignee.
- (e) For the avoidance of doubt, and for the purposes of this clause 8, a reference to:
  - (i) this 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease; and
  - (ii) the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

## **9 Insurance and indemnity**

---

### **9.1 Property Insurance**

The Lessee agrees to maintain all risks property insurance with a reputable insurer at all times in relation to the Premises.

### **9.2 Public Liability Insurance**

- (a) The Lessee agrees to maintain public liability insurance with a reputable insurer registered with the Australian Prudential Regulation Authority (acceptable to the Lessor acting reasonably) for at least \$20 million for a single event at all times in relation to the Premises and the Lessee will include the Lessor as an insured to the extent of the Lessee's liability under this Lease.
- (b) If requested in writing by the Lessor (no more than once in a 12 month period), the Lessee will provide the Lessor with a certificate of currency confirming the Lessee's insurance as specified in this clause 9.2.

### **9.3 Indemnity and liability**

- (a) The Lessee will indemnify the Lessor for any liability, loss, damage, cost or expense incurred or suffered by the Lessor which is caused or contributed (to the extent of the contribution) by the Lessee's act, negligence, breach of this Lease, or otherwise incurred or suffered in connection with the use or occupation of the Premises by the Lessee.
- (b) The liability of the Lessee under this Lease (including under the indemnity provided by the Lessee under clause 9.3(a)) will not exceed the Liability Cap in any Financial Year.
- (c) The liability of the Lessee under this clause 9.3 must be reduced proportionately to the extent that the Lessor's negligence or breach of this Lease caused or contributed to the liability.
- (d) In defending or responding to any claim under this clause 9.3, the Lessor must act reasonably and consult in good faith with the Lessee.
- (e) The Lessor must not settle any claim under this clause 9.3 without obtaining the prior consent of the Lessee. The Lessor must take reasonable steps to mitigate any liability, loss, damage, cost or expense including taking reasonable court action to defend any claim, action or demand made against the Lessor.

### **9.4 Lessee's risk**

- (a) The Lessee occupies the Premises and carries out any work referred to in this Lease at the Lessee's own risk.
- (b) If the Lessee is obliged to do anything under this Lease, it does so at its own risk.

### **9.5 Release of Lessor:**

To the fullest extent permitted by law, the Lessee releases the Lessor from:

- (a) any claim, action, damage, loss, liability, cost or expense which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises, except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors; and
- (b) any liability for damage to the Facility except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors.

## **10 Lessor's covenants**

---

### **10.1 Quiet enjoyment**

The Lessee is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor.

### **10.2 Condition of Land**

To the extent that is reasonably required to provide access to the Premises, the Lessor must repair, maintain and keep in good and substantial repair the Land excepting the Premises (including all fixtures and fittings of the Lessor, if any), subject always to the obligations of the Lessee under this Lease.

### **10.3 No damage**

The Lessor must not damage, tamper with or interfere with the Facility or its operation.

### **10.4 Safety and security procedures**

The Lessor must comply with the Lessee's safety and security procedures and signage in respect of the Premises and the Facility to the extent that the Lessor has been made aware of such procedures.

### **10.5 Other occupiers**

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to other occupiers and those rights include the right to operate radio communications and/or telecommunications equipment on the Land, then the Lessor must first promptly give notice and obtain the Lessee's consent to the proposal (such consent not to be unreasonably withheld).
- (b) If the Lessee establishes that changes to other occupiers' facilities after the initial installation of the facility by the other occupier has caused interference with the Facility, the Lessor must, immediately upon receipt of notice from the Lessee, take reasonable steps to arrange for the other occupier to modify its facility so that it no longer interferes with the Facility.

### **10.6 Consents**

If the Land is subject to a mortgage, the Lessor must obtain consent to this Lease from the mortgagee and the Lessee must pay the mortgagee's reasonable consent costs.

### **10.7 Contamination**

The Lessor warrants to the best of its knowledge that, as at the Commencement Date of the Lease to the Lessee's Related Body Corporate Telstra Corporation Limited ACN 051 775 556 commencing 1 July 2016, the Premises did not contain contamination or substances hazardous to health or safety.

**10.8 Events affecting Land**

- (a) The Lessor must promptly notify the Lessee if:
  - (i) the Lessor sells or otherwise disposes of its interest in the Land;
  - (ii) the Lessor is aware of a proposal for development occurring on adjoining land that is likely to interfere with the Lessee's use of the Premises or rights under this Lease;
  - (iii) the Lessor changes its address for notices;
  - (iv) a Permitted Mortgage becomes enforceable; or
  - (v) a Permitted Mortgagee becomes:
    - (A) entitled to the receipt of Rent and other payments under this Lease;
    - (B) entitled to exercise any of the rights of the Lessor under this Lease; or
    - (C) obliged to perform any of the obligations of the Lessor under this Lease.

**10.9 Granting of easements and rights**

- (a) The Lessor may grant an easement or other right over the Premises provided that:
  - (i) the Lessor obtains the Lessee's prior written consent to such easement or other right (such consent not to be unreasonably withheld); and
  - (ii) such grant would not have a substantial adverse effect on the Lessee.
- (b) The Lessee must do anything reasonably required by the Lessor in relation to the grant of such easement or other right.

**11 Default and termination**

---

**11.1 Default and re-entry**

- (a) If the Lessee fails to perform its obligations under this Lease and the Lessee does not, within 20 Business Days in the case of non-payment of Rent and 40 Business Days in the case of all other breaches from the date of receipt of notice from the Lessor, either remedy the default or if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default, then the Lessor may terminate this Lease by notice in writing to the Lessee or by re-entering upon the Premises.
- (b) Any such termination will be without prejudice to any prior claim or remedy which either party may have against the other party.

**11.2 Early surrender**

- (a) Not used.
- (b) Despite any other provision of this Lease, if the Permitted Use is compromised (including physical or radio interference), the Premises are no longer required, the communications network of any of the Lessee's subtenants or licensees ceases to operate or the Lessee's subtenants or licensees vacate then the Lessee may surrender this Lease on giving to the Lessor no less than 6 months' notice at any time.
- (c) If the Lessee exercises its right to surrender this Lease under clauses 11.2(a) or 11.2(b), the Lessee must, at its cost, reinstate the Premises in accordance with clause 11.4 and the surrender of this Lease is without prejudice to any prior claim or remedy which either party may have against the other.



- (d) Not used.

### 11.3 Subsequent Leases

- (a) The Lessee may surrender a Subsequent Lease for any reason by giving the Lessor written notice at least one month before the Terminating Date. The Subsequent Lease terminates on the date specified in the Lessee's notice or, failing any specified date, on the Terminating Date.
- (b) If this Lease is surrendered (other than by the effluxion of time), any Subsequent Lease is also surrendered at the same time as this Lease.
- (c) Where this Lease or any Subsequent Lease is surrendered under this clause 11.3, the parties agree to promptly execute a surrender of this Lease and a surrender of any Subsequent Lease in registrable form. The Lessee must at its cost attend to the preparation, stamping and registration of the surrenders of this Lease and any Subsequent Lease. If this Lease or any Subsequent Lease has been registered, the Lessor must immediately produce the certificate of title for the Land to enable the surrender of this Lease and any Subsequent Lease to be registered (if applicable).
- (d) The surrender of this Lease or any Subsequent Lease is without prejudice to any prior claim or remedy which either party may have against the other under this Lease or any Subsequent Lease.

### 11.4 Reinstatement and make good

- (a) Within 4 months after the Terminating Date or earlier determination of this Lease, the Lessee must remove that part of the Facility located above and below ground level including all associated cabling within the Land and make good at its cost any damage to the Land or Premises caused by that removal.
- (b) The Lessee must continue to pay the Rent to the Lessor during this 4 month period (or any lesser period of time as the Lessee requires to meet its obligations under this clause 11.4) at the same rate of the Rent (on a pro-rata basis) payable immediately before the Terminating Date.
- (c) This clause does not apply if the Lessee is to occupy the Premises under a Subsequent Lease.

## 12 GST

---

### 12.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

### 12.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration or the first part of the GST-exclusive consideration for the supply (as the case may be).

### 12.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under clause 12.2 if the payment is consideration for a taxable supply.

#### 12.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 12.2 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

#### 12.5 Lease to be a tax invoice

The parties agree that this Lease is intended to be a tax invoice which satisfies the requirements of section 29-70(1) of the GST Act.

#### 12.6 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

#### 12.7 When RCTI clauses apply

Clause 12.8 shall only become effective upon notice being provided by the Lessee, in its absolute discretion, to the Lessor.

#### 12.8 RCTI

For the purpose of satisfying the requirements of the GST legislation and any additional requirements as determined by the Commissioner of Taxation from time to time, the Lessor and the Lessee agree that:

- (a) the Lessee can issue recipient created tax invoices (and adjustment notes) in respect of the supply by the Lessor of the Lease of the Premises to the Lessee;
- (b) the Lessor must not issue a tax invoice (or adjustment notes) in respect of any supply by the Lessor to the Lessee under this Lease unless the Lessee notifies the Lessor that the Lessee will not be issuing a recipient created tax invoice for that supply;
- (c) the Lessee is registered for GST purposes. The Lessee must notify the Lessor if the Lessee ceases to be registered for GST purposes or ceases to satisfy the requirements for issuing recipient created tax invoices as set out in the GST legislation or as determined by the Commissioner of Taxation from time to time;
- (d) the Lessor is registered for GST purposes and has notified the Lessee of its ABN. The Lessor must notify the Lessee if the Lessor ceases to be registered for GST purposes or if it intends selling its business or otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement; and
- (e) the Lessee must issue the recipient created tax invoice to the Lessor and must retain a copy. The Lessee must issue the recipient created tax invoice within 28 days from the date the value of the relevant supply is determined.

#### 12.9 When RCTI clauses cease to apply

Clause 12.8 shall be effective from the date on which the Lessee issues a notice to the Lessor under clause 12.7 and continues until terminated by either party at any time by giving not less than 30 days' prior written notice to the other party.

#### 12.10 GST definitions

In this Lease:

- (a) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)* have the meaning given in that Act, unless the context makes it clear that a different meaning is intended;

- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
- (c) in addition to the meaning given in the GST Act, the term 'GST' includes a notional liability for GST; and
- (d) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

## 13 Warranties

---

### 13.1 Lessee as trustee

- (a) The parties acknowledge and agree that:
  - (i) where the Lessee is a responsible entity or trustee of a trust, the Lessee enters into this Lease in that capacity and is bound by this Lease only in that capacity and in no other capacity;
  - (ii) the recourse of the Lessor to the Lessee in respect of any obligations and liabilities of the Lessee under or in connection with this Lease (whether that liability arises under a specific provision of this Lease, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the liability can be satisfied out of the assets of the trust out of which the Lessee is actually indemnified in respect of such obligations and liabilities;
  - (iii) the parties may not sue the Lessee in any capacity other than as responsible entity or trustee of the trust, including seeking the appointment of a receiver (except in relation to property of the Lessee), a liquidator, an administrator or any similar person to the Lessee or prove in any liquidation, administration or arrangement of or affecting the Lessee (except in relation to property of the Lessee); and
  - (iv) the provisions of this clause 13.1(a) do not apply to any obligation or liability of the Lessee in its capacity as trustee of the trust to the extent that it is not satisfied because under the trust deed of the trust or by operation of law there is a reduction in the extent of the Lessee's indemnification out of the assets of the trust as a result of fraud, negligence or breach of trust on the part of the Lessee.
- (b) As at the Commencement Date, the Lessee warrants to the Lessor that:
  - (i) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;
  - (ii) it is the only responsible entity or trustee of the relevant trust;
  - (iii) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
  - (iv) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
  - (v) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

### 13.2 Lessor as trustee

If the Lessor enters into this Lease as a responsible entity or trustee of a trust, as at the Commencement Date, the Lessor warrants to the Lessee that:

- (a) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;

- (b) it is the only responsible entity or trustee of the relevant trust;
- (c) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
- (d) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
- (e) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

## 14 Miscellaneous

---

### 14.1 Application of laws

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees that it does not require written notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act from the Lessee or any subtenant or licensee of the Lessee for access to the Facility and any activities related to the Permitted Use.
- (c) The Lessee must comply with all applicable laws in respect of the Lessee's use of the Premises and any requirements, notices or orders of a government authority or agency having jurisdiction in respect of the Lessee's use of the Premises.
- (d) The Lessor must comply with all applicable laws in relation to the Land and the Lessor's property on the Land.

### 14.2 Notices

- (a) Subject to clause 14.2(b), a notice, consent or other communication (**Notice**) under this Lease is only valid if it is in writing and addressed to the recipient (as per the address in the Reference Schedule, or as notified to the other party in writing from time to time) and either delivered by hand or sent by pre-paid mail (by airmail, if the recipient is overseas) to the recipient's address or sent by email to the recipient's email address or email addresses. Where more than one email address is specified, the Notice must be sent to all specified email addresses.
- (b) Notice may be given orally where expressly permitted by this Lease. A Notice given orally is deemed to be received at the time it is given.
- (c) A Notice is deemed received by email if delivered:
  - (i) by 5.00pm on a Business Day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
  - (ii) after 5.00pm on a Business Day or on a day that is not a Business Day – on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email.
- (d) Any Notice sent by mail is deemed to have been received within 7 Business Days after posting to a location within Australia or 10 Business Days after posting to a location outside Australia.
- (e) Any Notice delivered by hand is deemed to have been received at the time it is given.

---

**15 Right of first refusal**

---

**15.1 Lessor cannot sell or transfer Land**

During the Term (including any holding over period), the Lessor must not sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6) unless the Lessor complies with this clause 15.

**15.2 Lessor's Offer**

If the Lessor wants to sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6), the Lessor agrees to give the Lessee:

- (a) a notice specifying the Lessor's intention to sell or transfer and the price (exclusive of GST) that the Lessor is prepared to sell or transfer the Land and offering to sell or transfer the Land to the Lessee on those terms; and
- (b) a contract of sale for the Land (2 copies) which must be in the standard form of contract for the State, with particulars of sale completed (including the description of the Land, the purchase price, the deposit (being not greater than 10% of the purchase price) and the settlement date) and any other disclosure documents required by law in the State,

(Lessor's Offer).

**15.3 Acceptance of Lessor's Offer**

- (a) If the Lessee wants to accept the Lessor's Offer, the Lessee must, within 20 Business Days after it receives the notice and documents under clause 15.2, sign the contract and return the signed contract of sale and a cheque for the deposit to the Lessor.
- (b) If the Lessee complies with clause 15.3(a), the parties will have entered into a binding contract for the sale or transfer of the Land.
- (c) The Lessor must sign and return one copy of the contract of sale to the Lessee within 10 Business Days after receiving the contract of sale under clause 15.3(a).

**15.4 If Lessee does not accept Lessor's Offer**

If the Lessee does not accept the Lessor's Offer, the Lessor may sell or transfer the Land to any other person provided that any sale or transfer cannot be:

- (a) for a purchase price less than the price specified in the Lessor's Offer; or
- (b) on more favourable terms than those specified in the Lessor's Offer.

**15.5 Period to sell**

If the Lessor has not entered into a binding contract of sale for the Land within 12 months after the Lessor's Offer is given to the Lessee and the Lessor wants to sell or transfer its interest in the Land to any other person, the Lessor agrees to comply again with this clause 15 before selling or transferring its interest in the Land.

**15.6 Public auction**

Despite anything to the contrary in this clause 15, the Lessor may seek to sell the Land by way of a public auction if:

- (a) the Lessor advertises the auction in newspapers and other publications in the locality of the Land; and
- (b) the Lessor gives at least 20 Business Days prior notice of the auction to the Lessee.

**15.7 Right binds successors**

This clause 15 binds the successors in title and the assigns of the Lessor and the Lessee.

**16 No Fetter**

---

- (a) The Lessee acknowledges that the Lessor is a Government Agency with statutory rights and obligations.
- (b) Nothing in this Lease shall be construed as requiring the Lessor (in its capacity as a Government Agency) to do anything that would cause it to be in breach of any of its obligations at law.
- (c) No provision of this Lease is to be construed or to operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency.
- (d) If any provision of this Lease would, or could likely, operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency, then that provision is, to the extent necessary for it not to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency:
  - (i) to be read down, if possible; or
  - (ii) severed from this Lease.

**17 Land Tax**

---

In the event that the Lessee (by virtue of its occupation of the Land) is assessed as having a land tax liability under section 21C of the *Land Tax Management Act 1956*, the Lessee will comply with its statutory obligations to pay such a liability (reserving its right to object to any assessment in accordance with Part 3 and appeal in accordance with Part 4 of the *Land Tax Management Act 1956*).

**18 Work Health and Safety**

---

- (a) The Lessee must comply with:
  - (i) the *Work Health and Safety Act 2011* (Cth); and
  - (ii) the *Work Health and Safety Regulations 2011* (Cth).
- (b) Without limiting any of the Lessee's obligations under this Lease, in the event that the Lessee undertakes construction work at the Premises that is considered to be a 'construction project' for the purposes of regulation 292 of the *Work Health and Safety Regulations 2011* (Cth), then the Lessee must fulfil the obligations of the principal contractor for the purposes of that construction project as prescribed by parts 6.3 and 6.4 of the *Work Health and Safety Regulations 2011* (Cth).

**19 Unexpected Heritage Items**

---

**19.1 Definitions**

In this clause 19:

- (a) **Aboriginal Objects** has the same meaning given in the *National Park and Wildlife Act 1974* (NSW) which includes stone tool artefacts, shell middens, axe grinding grooves, pigment or engraved rock art, burials and scarred trees.

- (b) **Archaeological Assessment** means a method of data collection for Aboriginal heritage assessment involving a survey team walking over the Burdened Lot in a systematic way, recording information about how and where the assessment is conducted, recording information about the landscape and recording any archaeological sites or materials that are visible on the land surface. The activities undertaken by an assessment team do not involve invasive or destructive procedures, and are limited to note taking, photography and making other records of the landscape and archaeological sites (e.g. sketching maps or archaeological features).
- (c) **Archaeologist** means a professional consultant who provides heritage and archaeological advice and technical services (such as reports, heritage approval and documentation).
- (d) **Historic Heritage Items** include archaeological Relics as well as other historic items that are not considered to be Relics, but are instead works, buildings, structures or movable objects e.g. culverts, historic road formations, historic pavements, buried roads, retaining walls, cisterns, fences, sheds, buildings and conduits. Although an approval under the *Heritage Act 1977* (NSW) may not be required to disturb these items, their discovery must be managed in accordance with the Lessor's policies, plans procedures.
- (e) **Human Skeletal Remains** means either an Aboriginal object or non- Aboriginal relic and considered to be archaeological when the time elapsed since death is suspected of being 100 years or more.
- (f) **Relic** means any deposit, artefact, object or material evidence that relates to the settlement of the area that comprises New South Wales, not being Aboriginal settlement, and is of State or local heritage significance.
- (g) **Unexpected Heritage Item** means any unanticipated discovery of an actual or potential heritage item, for which the Lessee or the Lessee's contractor undertaking any new underground works (whether or not on behalf of the Lessor) does not have approval to disturb or does not have a safeguard in place to manage the disturbance, and categorised as:
  - (i) Aboriginal Objects;
  - (ii) Historic (non-Aboriginal) Heritage Items (**Historic Heritage Items**); or
  - (iii) Human Skeletal Remains.

## 19.2 Archaeological Assessment and Unexpected Heritage Finds

Despite any other provision to the contrary in this Lease:

- (a) Prior to the commencement of any new underground works by the Lessee pursuant to other provisions in this Lease, the Lessee must at its own cost:
  - (i) obtain an Archaeological Assessment (prepared by an Archaeologist) of the Premises;
  - (ii) provide a copy of the Archaeological Assessment to the Lessor; and
  - (iii) comply with all reasonable requirements and directions of the Lessor having regard to:
    - (A) the contents of the Archaeological Assessment;
    - (B) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of heritage items (e.g. Aboriginal Objects, Historic Heritage Items or Human Skeletal Remains); and
    - (C) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not commence such new underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(a)(iii).

- (b) If during such new underground works, the Lessee or its employee, agent, licensee and contractor discovers something that could be an Unexpected Heritage Item, the Lessee must at its cost immediately stop such new underground works in the immediate area and:
  - (i) establish a "safe zone" around the Unexpected Heritage Item;
  - (ii) without delay, inform the Lessee's Archaeologist and Lessor (who will inspect, document and photograph the Unexpected Heritage Item); and
  - (iii) comply with all reasonable requirements and directions of the Lessee's Archaeologist and the Lessor having regards to:
    - (A) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of Unexpected Heritage Finds; and
    - (B) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not recommence such underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(b)(iii).

### 19.3 Release

The Lessee releases the Lessor from and any claims and liability arising under, in connection with, or as a result of this clause 19 subject to clause 9.5.

### 19.4 No merger

This clause 19 will not merge on the expiry or earlier termination of this Lease.

### 19.5 No application

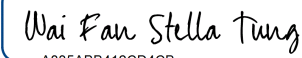
- (a) This clause 19 will not apply to
  - (i) any or overground works; and
  - (ii) underground works undertaken to maintain or replace any
    - (A) Equipment; or
    - (B) existing cabling

## 20 Electronic Execution

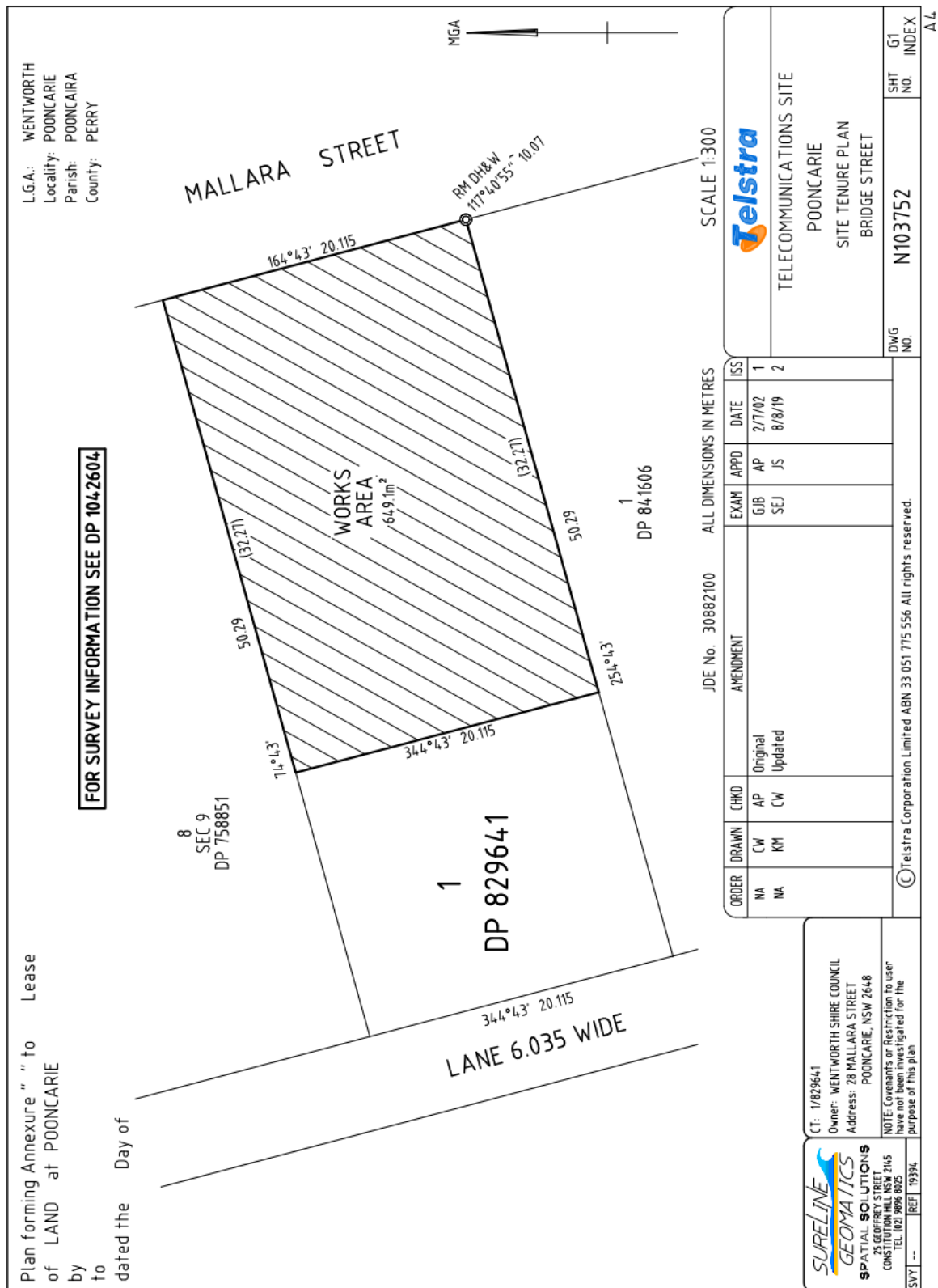
- (a) The parties agree that a party may sign this document electronically. For clarity, all parties may sign this document electronically.
- (b) If one or more parties electronically sign this document, by doing so they will:
  - (i) bind themselves to this document; and
  - (ii) such electronic signing will satisfy requirements under the *Corporations Act 2001* (Cth) and *Real Property Act 1900* (NSW) and *Electronic Transactions Act 2000* (NSW); and



- (iii) satisfy any other requirements for this document to be in writing and signed by those parties.
- (c) If one or more parties intend to sign this document physically, they may do so at any time, so long as the final copy contains the signatures (which may be electronic signatures) of all parties to the document.
- (d) A fully executed original of this document must include the signatures of all parties to this document in accordance with clause 20(e).
- (e) For this clause 20, a **signature** means the execution of this document by a party that complies with all applicable Laws where:
  - (i) If electronic, a document containing such signatures may be printed for subsequent wet-ink execution by another party; or
  - (ii) If wet-ink, it may be signed in any number of sets of copies for subsequent electronic or wet-ink execution by another party.

DocuSigned by:  
  
A835ABB412CD4CB...  
14-Aug-23 | 10:33:53 ACST

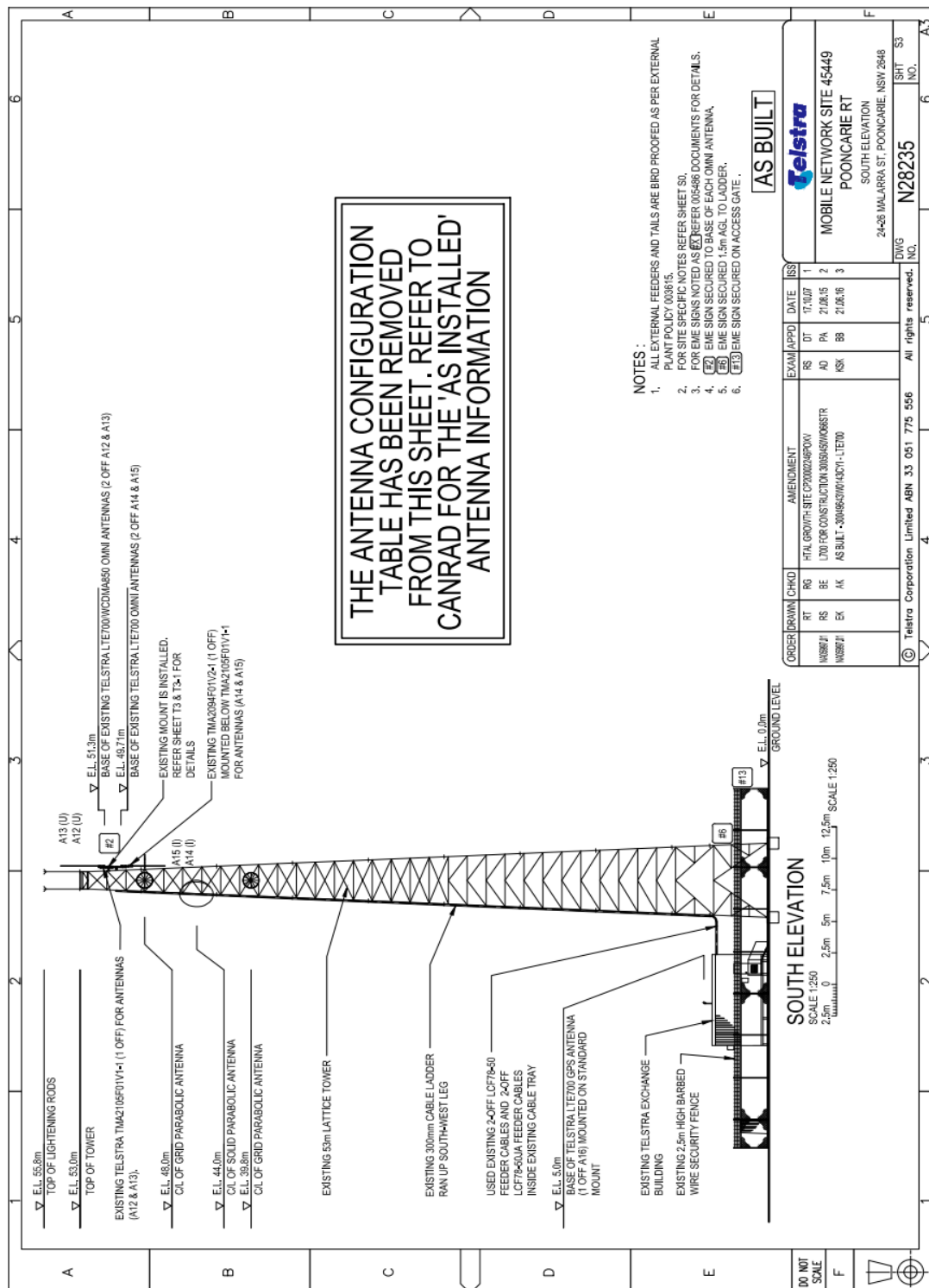
## Schedule 1 – Premises Plan



DocuSigned by:

Wai Fan Stella Tung

## Schedule 2 – Site Elevation Plan



—DocuSigned by:

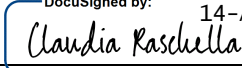
Wai Fan Stella Tung

—A835ABB412CD4CB...

14-Aug-23 | 10:33:53 ACST

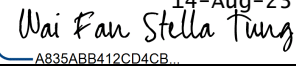
**Schedule 3— Signing page****Executed** as a deed**Executed by Lessee**

Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of **Amplitel Pty Limited** under Power of Attorney registered book **4789** No. **977** by the party's Attorney who states that no notice of revocation of the Power of Attorney has been received in the presence of:

DocuSigned by: 14-Aug-23 | 10:33:58 ACST  
  
 F8614BB2181C42B...  
 Signature of witness  
 Claudia Raschella

Name of witness  
 Level 7, 19 Gouger Street Adelaide SA

Address of witness

DocuSigned by: 14-Aug-23 | 10:33:53 ACST  
  
 A835ABB412CD4CB...  
 Signature of Attorney  
 Wai Fan Stella Tung

Name of Attorney

**Executed by Lessor**

The Common seal of

**WENTWORTH SHIRE COUNCIL** was

affixed this \_\_\_\_\_.

In accordance with a resolution of Council at its meeting  
 of

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**COUNCILLOR**

\_\_\_\_\_  
**GENERAL MANAGER**



# **LAND LEASE**

## **(New South Wales)**

**Property: 28 Mallara Street Pooncarie NSW 2648  
(Pooncarie Exchange and RT (NSW))**

**Wentworth Shire Council**  
**ABN 96 283 886 815**

**Amplitel Pty Limited**  
**ACN 648 133 073**

Form: 07L  
Edition: 4.5

**LEASE**  
**New South Wales**  
**Real Property Act 1900**

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Revenue NSW use only

**(A) TORRENS TITLE**

Property leased

Part Folio Identifier 1/829641 being that part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1

**(B) LODGED BY**Document  
Collection  
Box

1W

Name, Address or DX, Telephone and Customer Account Number if any

Thomson Geer Lawyers  
Level 14, 60 Martin Place  
SYDNEY NSW 2000  
Email: abanerjee@tglaw.com.au

Reference: AB:MJL: 5084987

**CODE****L****(C) LESSOR****WENTWORTH SHIRE COUNCIL** ABN 96 283 886 815

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable): Not Applicable.

**(E) LESSEE****AMPLITEL PTY LIMITED** ACN 648 133 073**(F)****TENANCY:****G) 1. TERM: FIVE (5) YEARS****2. COMMENCING DATE: 1 JULY 2026****3. TERMINATING DATE: 31 AUGUST 2031****4. With three OPTIONS TO RENEW for a period of N.A. set out in N.A.****5. With an OPTION TO PURCHASE set out in N.A. of N.A.****6. Together with and reserving the RIGHTS set out in clause N.A. of N.A.****7. Incorporates the provisions or additional material set out in ANNEXURE A hereto.****8. Incorporates the provisions set out in N.A. No. N.A.****9. The RENT is set out in ITEM No. 8 of the REFERENCE SCHEDULE to ANNEXURE A.**

DocuSigned by:

Wai Fan Stella Tung

A835ABB412CD4CB...

14-Aug-23 | 10:33:53 ACS1708

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 27

DATE:

H) SEE EXECUTION ON PAGE 27 OF ANNEXURE A.

I) STATUTORY DECLARATION \*

I \_\_\_\_\_

solemnly and sincerely declare that:

- 1 the time for the exercise of the option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
- 2 the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of \_\_\_\_\_ on \_\_\_\_\_

in the presence of \_\_\_\_\_ of \_\_\_\_\_,

☐ Justice of the Peace (J.P. Number: \_\_\_\_\_) ☐ Practising Solicitor☐ Other qualified witness: \_\_\_\_\_,

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was \_\_\_\_\_ [Omit ID No.].

Signature of witness: \_\_\_\_\_ Signature of applicant: \_\_\_\_\_

\* As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgement. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

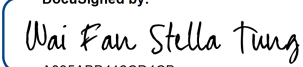
## Annexure A to Lease of Land dated

### Parties:

Wentworth Shire Council ABN 96 283 886 815 (Lessor)

and

Amplitel Pty Limited ACN 648 133 073 (Lessee)

DocuSigned by:  
  
A835ABB412CD4CB...  
14-Aug-23 | 10:33:53 ACST



## Table of contents

<b>Reference Schedule.....</b>	<b>6</b>
<b>1 Interpretations .....</b>	<b>7</b>
1.1 Definitions .....	7
1.2 Rules for interpreting this Lease .....	8
<b>2 Term of Lease .....</b>	<b>9</b>
2.1 Term.....	9
2.2 Holding Over .....	9
<b>3 Payments .....</b>	<b>10</b>
3.1 Rent and rent review.....	10
3.2 Rates and taxes .....	10
3.3 Costs of Lease.....	10
<b>4 Equipment.....</b>	<b>10</b>
<b>5 Use .....</b>	<b>10</b>
5.1 Use of Premises and Land .....	10
5.2 Condition of Premises.....	11
5.3 Permits and approvals .....	11
<b>6 Electricity and other services .....</b>	<b>11</b>
<b>7 Access.....</b>	<b>12</b>
7.1 Access .....	12
7.2 Security .....	12
7.3 Access track and/or power connection .....	12
<b>8 Assignment and subletting.....</b>	<b>12</b>
<b>9 Insurance and indemnity .....</b>	<b>13</b>
9.1 Property Insurance .....	13
9.2 Public Liability Insurance .....	13
9.3 Indemnity and liability .....	13
9.4 Lessee's risk .....	13
9.5 Release of Lessor: .....	13
<b>10 Lessor's covenants .....</b>	<b>14</b>
10.1 Quiet enjoyment.....	14
10.2 Condition of Land.....	14
10.3 No damage .....	14
10.4 Safety and security procedures .....	14
10.5 Other occupiers .....	14
10.6 Consents.....	14
10.7 Contamination.....	14
10.8 Events affecting Land .....	15
10.9 Granting of easements and rights .....	15
<b>11 Default and termination.....</b>	<b>15</b>
11.1 Default and re-entry .....	15
11.2 Early surrender .....	15
11.3 Subsequent Leases .....	16
11.4 Reinstatement and make good.....	16
<b>12 GST.....</b>	<b>16</b>
12.1 Recovery of GST .....	16
12.2 Time for payment of GST amount .....	16
12.3 Indemnity and reimbursement payments .....	16
12.4 Adjustment events .....	17
12.5 Lease to be a tax invoice .....	17

12.6	Change in the GST law.....	17
12.7	When RCTI clauses apply .....	17
12.8	RCTI.....	17
12.9	When RCTI clauses cease to apply .....	17
12.10	GST definitions .....	17
<b>13</b>	<b>Warranties.....</b>	<b>18</b>
13.1	Lessee as trustee .....	18
13.2	Lessor as trustee .....	18
<b>14</b>	<b>Miscellaneous.....</b>	<b>19</b>
14.1	Application of laws .....	19
14.2	Notices .....	19
<b>15</b>	<b>Right of first refusal .....</b>	<b>20</b>
15.1	Lessor cannot sell or transfer Land .....	20
15.2	Lessor's Offer.....	20
15.3	Acceptance of Lessor's Offer.....	20
15.4	If Lessee does not accept Lessor's Offer .....	20
15.5	Period to sell .....	20
15.6	Public auction .....	20
15.7	Right binds successors.....	21
<b>16</b>	<b>No Fetter .....</b>	<b>21</b>
<b>17</b>	<b>Land Tax .....</b>	<b>21</b>
<b>18</b>	<b>Work Health and Safety.....</b>	<b>21</b>
<b>19</b>	<b>Unexpected Heritage Items.....</b>	<b>21</b>
19.1	Definitions .....	21
19.2	Archaeological Assessment and Unexpected Heritage Finds .....	22
19.3	Release.....	23
19.4	No merger.....	23
19.5	No application .....	23
<b>20</b>	<b>Electronic Execution .....</b>	<b>23</b>
	<b>Schedule 1 – Premises Plan.....</b>	<b>25</b>
	<b>Schedule 2 – Site Elevation Plan .....</b>	<b>26</b>
	<b>Schedule 3 – Signing page.....</b>	<b>27</b>

## Reference Schedule

Item 1	Lessor:	<p>Name: <b>Wentworth Shire Council ABN 96 283 886 815</b></p> <p>Address: 26-28 Adelaide Street, Wentworth NSW 2648</p> <p>Tel: 03 5027 5027</p> <p>Email: simon.rule@wentworth.nsw.gov.au</p>
Item 2	Lessee:	<p>Name: <b>Amplitel Pty Limited</b> as trustee for the <b>Towers Business Operating Trust</b></p> <p>ACN: 648 133 073</p> <p>ABN: 75 357 171 746</p> <p>Address: c/- JLL 242 Exhibition Street MELBOURNE VIC 3000</p> <p>Email: Telstra.Notices@ap.jll.com; and F0901953@team.telstra.com</p>
Item 3	Premises:	<p>That part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1 and situated at 28 Mallara Street, Pooncarie NSW 2648</p> <p>For Lessee reference purposes only: JDE: 30882100 Tenure ID: 56918 Node Manager Address ID: 45449 RFNSA Number: 2648001</p>
Item 4	Land:	Lot 1 in Deposited Plan 829641
Item 5	Term:	Five (5) years, commencing on the Commencement Date
Item 6	Commencement Date:	1 September 2026
Item 7	Terminating Date:	31 August 2031
Item 8	Rent:	\$4,801.71 per annum (exclusive of GST), subject to clause 3.1
Item 9	Payment of Rent:	Yearly in advance by way of electronic funds transfer commencing on the Commencement Date and thereafter on each anniversary of the Commencement Date
Item 10	Permitted Use:	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with this Lease and the Requirements.
Item 11	Review of Rent:	The Rent is to be increased on each Review Date by 3.0% during the Term and any Further Terms.

## 1 Interpretations

---

### 1.1 Definitions

The following words have these meaning in this Lease unless the contrary intention is shown:

**Act** means the *Telecommunications Act 1997* (Cth).

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the State.

**Carrier** has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

**Commencement Date** means the date specified in Item 6.

**Consumer Price Index** means the All Groups CPI: Australia Consumer Price Index as currently published by the Australian Bureau of Statistics.

**Current CPI** means the Consumer Price Index number for the quarter ending immediately before the relevant Review Date.

**Emergency** means circumstances where access must be provided without delay to protect the Facility, the health or safety of persons, the environment, property or maintenance of an adequate level of service.

**Facility** means any equipment, equipment housing, tower/pole/mast (or similar), antennas, associated ancillary equipment and/or any other fixtures, fittings, structures and cabling as altered or upgraded terms of this Lease belonging to or brought onto the Premises by the Lessee, any Related Body Corporate of the Lessee and any subtenant or licensee of the Lessee (as the case may be).

**Financial Year** means the 12 months period ending on 30 June in each year.

**Government Agency** means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**Item** means an item in the Reference Schedule.

**Land** means the Land described in Item 4.

**Lease** means this lease and any equitable lease or common law tenancy evidenced by this lease.

**Lessee** means the party named in Item 2.

**Lessor** means the party named in Item 1.

**Liability Cap** means:

- (a) for the Financial Year ending 30 June 2022, \$20 million; and
- (b) for each subsequent Financial Year in the Term, the amount of the Liability Cap for the previous Financial Year multiplied by the Current CPI and divided by the Previous CPI.

**Network** means the passive infrastructure of the Lessee (or any Related Body Corporate of the Lessee) for use in connection with a communications network.

**Permitted Mortgage** means a mortgage of the Land granted to an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

**Permitted Mortgagee** means the mortgagee from time to time under a Permitted Mortgage.

**Permitted Use** means the use specified in Item 10.

**Premises** means the premises leased to the Lessee as described in Item 3.

**Previous CPI** means the Consumer Price Index number for the quarter ending immediately before the last Review Date (or, if there has not been one, the Commencement Date).

**PPS Security Interest** means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth).

**Reference Schedule** means the Reference Schedule to this Lease.

**Related Body Corporate** means a related body corporate or a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity, as each of those terms are defined in the *Corporations Act 2001* (Cth).

**Rent** means the amount specified in Item 8, as varied on any Review Date under this Lease.

**Requirements** means applicable legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

**Review Date** means each anniversary of the Commencement Date during the Term and any Further Terms.

**Security Interest** means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or that gives a creditor priority over unsecured creditors in relation to any property.

**Subsequent Lease** means any lease between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date.

**State** means the State or Territory of Australia in which the Premises is situated.

**Term** means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

**Terminating Date** means the date specified in Item 7, except where this Lease is terminated early in which case the date of earlier termination is the Terminating Date.

## 1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (c) Words of inclusion or example are not words of limitation.
- (d) Headings are for convenience only, and do not affect interpretation.
- (e) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease.

- (f) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (g) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (h) Unless the context otherwise requires, the terms installation and maintenance where they are used in this Lease have the same meanings and include the same activities as are provided under the Act.
- (i) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party an obligation of those persons is joint and several and a right of those persons is held by each of them severally.
- (j) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors, subtenants, licensees or others authorised (expressly or implicitly) by that party.
- (k) Any obligation on the Lessor or the Lessee (as the case may be) will where the context so permits extend to the actions of that party or that party's authorised employees, agents, contractors, subtenants, licensees, invitees or others claiming under or through that party.
- (l) Unless this Lease expressly states otherwise, any party responding to a request for consent or approval must not unreasonably withhold or delay its response or impose any conditions inconsistent with the terms of this Lease. If withholding consent or approval, the responding party must give written reasons with its response.
- (m) Sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

## 2 Term of Lease

---

### 2.1 Term

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use.

### 2.2 Holding Over

If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor, then the Lessee occupies the Premises under a yearly tenancy on the same terms as this Lease, so far as they can be applied to a yearly tenancy. Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other party.

---

### 3 Payments

---

#### 3.1 Rent and rent review

- (a) The Lessee must pay the Rent in accordance with Item 9 to an account in Australia nominated by the Lessor. The Lessor may nominate another account in Australia into which the Rent must be paid upon giving at least 20 Business Days' notice to the Lessee.
- (b) The Rent is to be reviewed on each Review Date in accordance with Item 11.

#### 3.2 Rates and taxes

The Rent is a gross amount and the Lessee is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land (including the Premises), subject to charges (if any) which this Lease expressly requires the Lessee to pay. The Lessor must pay all rates, taxes and outgoings on or before the payment date which are charged to, assessed against or relate to the Land (including the Premises).

#### 3.3 Costs of Lease

- (a) Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of this Lease. If stamp duty or registration fees are payable on this Lease, the Lessee will pay the applicable stamp duty or registration fees.
- (b) The Lessee must pay the Lessor's reasonable legal costs and disbursements in connection with any dealing initiated by the Lessee to which the Lessor is, or is intended to be a party.
- (c) The Lessee must prepare any plans required for this Lease and must pay all costs associated with preparation of such plans.

---

### 4 Equipment

---

- (a) The Lessor grants a licence to the Lessee, its subtenants and licensees to install, maintain, repair, renew and use cabling on the Land to and from the Facility as is necessary for the Permitted Use. The Lessee must comply with the reasonable requirements of the Lessor in relation to such installation, maintenance, repair, renewal and use.
- (b) Subject to the express terms of this Lease, the Facility remains at all times the property of the Lessee, its subtenants and licensees (as the case may be), even if it becomes attached to the Land.

---

### 5 Use

---

#### 5.1 Use of Premises and Land

- (a) The Lessee may only use the Premises for the Permitted Use.
- (b) The Lessor grants a licence to the Lessee, its subtenants and licensees to use so much of the Land adjacent to or adjoining the Facility as is reasonably required for the Permitted Use. After using the adjacent or adjoining Land, the Lessee must restore the surface to that part of the Land used to as near as practicably possible its state prior to use by the Lessee, its subtenants and licensees.
- (c) The Lessee is not required to carry out any capital or structural works to the Land unless such works are required by the Lessee for the installation or maintenance of the Facility or the works are as a result of the Lessee's negligence or a breach of this Lease.

- (d) The Lessee, its subtenants and licensees may install signage around the Premises and the Facility for the purposes of complying with applicable laws.
- (e) The Lessor grants to the Lessee, its subtenants and licensees the right to use so much of the adjoining or adjacent land as is reasonably required for the purpose of installing and maintaining guy anchors (if needed) to support the Lessee's structure on the Premises and running guy wires from those guy anchors on the adjoining or adjacent land to the Lessee's structure on the Premises. The Lessor must not use or interfere with the Lessee's guy anchors or guy wires. The provisions of clause 9.3 apply to the exercise by the Lessee of its rights under this clause.
- (f) The Lessee must comply with any rules of the Lessor applicable from time to time in relation to the use of the Premises, to the extent those rules does not conflict with this Lease.

## 5.2 Condition of Premises

Subject to clause 5.1(c), the Lessee will keep the Premises in good repair and condition (having regard to the condition of the Premises as at the date on which the Lessee or its Related Body Corporate first came into possession of the Premises excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God).

## 5.3 Permits and approvals

Subject to clause 16, the Lessor:

- (a) authorises the Lessee, at the Lessee's cost, to make applications to any relevant government authority or agency for any necessary permits, consents and approvals for the development, construction and use of the Facility and to exercise and procure (in the Lessee's discretion) every right of appeal arising from a determination or failure to determine such application; and
- (b) must sign all documentation and provide all assistance reasonably required by the Lessee or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 5.3(a).

## 6 Electricity and other services

- (a) The Lessor must permit the Lessee, at the Lessee's cost, to install electricity and other services on the Land to and from the Facility. The Lessee may use, install, repair, maintain, replace and remove any services to the Facility at any time, provided that the Lessee complies with the Lessor's reasonable requirements and directions in relation to such installation, replacement and removal.
- (b) The supply of electricity must be made through a dedicated usage meter (either by separate meter or check meter), installed by the Lessee at its own cost, so that the Lessee is directly accountable for any electricity that it uses on the Premises.
- (c) Where the Lessee installs separate electricity metering, the Lessee must pay to the supplier all charges for the separately metered electricity used by the Lessee. Where the Lessee installs a check meter, the Lessee will reimburse the Lessor the actual cost of the electricity it uses on the Premises as recorded by the check meter within 30 Business Days of receipt of a tax invoice from the Lessor.
- (d) The Lessor agrees that the Lessee may transfer ownership of some or all of the electricity cables to a third party electricity supplier for the supply of electricity to the Facility.
- (e) Where reasonably requested by the Lessee, the Lessor must grant an easement for electricity purposes over part of the Land on the easement terms that may be required by the electricity supplier. Without limiting any of the Lessee's obligations under clause 3.3, the Lessee must pay the Lessor's reasonable costs (including legal fees and disbursements) incurred by the Lessor in relation to such easement.



- (f) The Lessor agrees that the electricity supplier may enter the Land from the Commencement Date for the purposes of installing, repairing, maintaining, upgrading, replacing and removing any electricity infrastructure.
- (g) At the expiry of early termination of this Lease, the Lessee must comply with the Lessor's reasonable directions in relation to removal of all services installed by or on behalf of the Lessee on the Land and make good the Land in accordance with clause 11.4.

## 7 Access

---

### 7.1 Access

The Lessor grants a licence to the Lessee, its subtenants and licensees over the Land to have access to and from the Premises (including the Facility) at all times, subject to clause 7.3.

### 7.2 Security

- (a) Subject to clause 7.2(b), the Lessee will comply with reasonable security arrangements and access protocols as previously notified to it by the Lessor. The Lessor will notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number).
- (b) Where the Lessee does not have direct access to the Land, Premises and the Facility and there is an Emergency, the Lessor must arrange for the Lessee, its subtenants and licensees to have access to the Land, Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 7.2(a). The Lessee may give this notice in person or by telephone.
- (c) The Lessee will reimburse to the Lessor the reasonable security expenses incurred by the Lessor in providing access during an Emergency within 20 Business Days of receipt of a tax invoice from the Lessor.

### 7.3 Access track and/or power connection

If the Lessee installs at its cost any access track or power connection, then any other person (except the Lessor) who wishes to utilise the access track or power connection must share in the cost of any upgrade and maintenance of the access track or power connection as apportioned by the Lessee (and in consultation with the Lessor acting reasonably), taking into account the extent of the use of the access track or the power connection by other users.

## 8 Assignment and subletting

---

- (a) The Lessee must not assign this Lease or sublet the whole of the Premises without the consent of the Lessor, except to:
  - (i) a Related Body Corporate of the Lessee;
  - (ii) a Carrier; or
  - (iii) any entity (or a Related Body Corporate of that entity) that is acquiring the Network,
 in which case the consent of the Lessor is not required to the assignment or sublease.
- (b) The Lessee may grant a sublease of part of the Premises or a licence of the whole Premises or any part of the Premises to any person at any time.
- (c) In the event of an assignment of this Lease by the Lessee, the Lessee releases the Lessor from all obligations and liabilities under this Lease from the date of assignment of this Lease, but without prejudice to any prior claim or remedy which either party may have against the other party. The Lessee will not be released from its obligations.

- (d) If this Lease assigned pursuant to this clause 8, any Subsequent Lease is also assigned to the same assignee.
- (e) For the avoidance of doubt, and for the purposes of this clause 8, a reference to:
  - (i) this 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease; and
  - (ii) the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

## **9 Insurance and indemnity**

---

### **9.1 Property Insurance**

The Lessee agrees to maintain all risks property insurance with a reputable insurer at all times in relation to the Premises.

### **9.2 Public Liability Insurance**

- (a) The Lessee agrees to maintain public liability insurance with a reputable insurer registered with the Australian Prudential Regulation Authority (acceptable to the Lessor acting reasonably) for at least \$20 million for a single event at all times in relation to the Premises and the Lessee will include the Lessor as an insured to the extent of the Lessee's liability under this Lease.
- (b) If requested in writing by the Lessor (no more than once in a 12 month period), the Lessee will provide the Lessor with a certificate of currency confirming the Lessee's insurance as specified in this clause 9.2.

### **9.3 Indemnity and liability**

- (a) The Lessee will indemnify the Lessor for any liability, loss, damage, cost or expense incurred or suffered by the Lessor which is caused or contributed (to the extent of the contribution) by the Lessee's act, negligence, breach of this Lease, or otherwise incurred or suffered in connection with the use or occupation of the Premises by the Lessee.
- (b) The liability of the Lessee under this Lease (including under the indemnity provided by the Lessee under clause 9.3(a)) will not exceed the Liability Cap in any Financial Year.
- (c) The liability of the Lessee under this clause 9.3 must be reduced proportionately to the extent that the Lessor's negligence or breach of this Lease caused or contributed to the liability.
- (d) In defending or responding to any claim under this clause 9.3, the Lessor must act reasonably and consult in good faith with the Lessee.
- (e) The Lessor must not settle any claim under this clause 9.3 without obtaining the prior consent of the Lessee. The Lessor must take reasonable steps to mitigate any liability, loss, damage, cost or expense including taking reasonable court action to defend any claim, action or demand made against the Lessor.

### **9.4 Lessee's risk**

- (a) The Lessee occupies the Premises and carries out any work referred to in this Lease at the Lessee's own risk.
- (b) If the Lessee is obliged to do anything under this Lease, it does so at its own risk.

### **9.5 Release of Lessor:**

To the fullest extent permitted by law, the Lessee releases the Lessor from:

- (a) any claim, action, damage, loss, liability, cost or expense which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises, except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors; and
- (b) any liability for damage to the Facility except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors.

## **10 Lessor's covenants**

---

### **10.1 Quiet enjoyment**

The Lessee is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor.

### **10.2 Condition of Land**

To the extent that is reasonably required to provide access to the Premises, the Lessor must repair, maintain and keep in good and substantial repair the Land excepting the Premises (including all fixtures and fittings of the Lessor, if any), subject always to the obligations of the Lessee under this Lease.

### **10.3 No damage**

The Lessor must not damage, tamper with or interfere with the Facility or its operation.

### **10.4 Safety and security procedures**

The Lessor must comply with the Lessee's safety and security procedures and signage in respect of the Premises and the Facility to the extent that the Lessor has been made aware of such procedures.

### **10.5 Other occupiers**

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to other occupiers and those rights include the right to operate radio communications and/or telecommunications equipment on the Land, then the Lessor must first promptly give notice and obtain the Lessee's consent to the proposal (such consent not to be unreasonably withheld).
- (b) If the Lessee establishes that changes to other occupiers' facilities after the initial installation of the facility by the other occupier has caused interference with the Facility, the Lessor must, immediately upon receipt of notice from the Lessee, take reasonable steps to arrange for the other occupier to modify its facility so that it no longer interferes with the Facility.

### **10.6 Consents**

If the Land is subject to a mortgage, the Lessor must obtain consent to this Lease from the mortgagee and the Lessee must pay the mortgagee's reasonable consent costs.

### **10.7 Contamination**

The Lessor warrants to the best of its knowledge that, as at the Commencement Date of the Lease to the Lessee's Related Body Corporate Telstra Corporation Limited ACN 051 775 556 commencing 1 July 2016, the Premises did not contain contamination or substances hazardous to health or safety.

**10.8 Events affecting Land**

- (a) The Lessor must promptly notify the Lessee if:
  - (i) the Lessor sells or otherwise disposes of its interest in the Land;
  - (ii) the Lessor is aware of a proposal for development occurring on adjoining land that is likely to interfere with the Lessee's use of the Premises or rights under this Lease;
  - (iii) the Lessor changes its address for notices;
  - (iv) a Permitted Mortgage becomes enforceable; or
  - (v) a Permitted Mortgagee becomes:
    - (A) entitled to the receipt of Rent and other payments under this Lease;
    - (B) entitled to exercise any of the rights of the Lessor under this Lease; or
    - (C) obliged to perform any of the obligations of the Lessor under this Lease.

**10.9 Granting of easements and rights**

- (a) The Lessor may grant an easement or other right over the Premises provided that:
  - (i) the Lessor obtains the Lessee's prior written consent to such easement or other right (such consent not to be unreasonably withheld); and
  - (ii) such grant would not have a substantial adverse effect on the Lessee.
- (b) The Lessee must do anything reasonably required by the Lessor in relation to the grant of such easement or other right.

**11 Default and termination**

---

**11.1 Default and re-entry**

- (a) If the Lessee fails to perform its obligations under this Lease and the Lessee does not, within 20 Business Days in the case of non-payment of Rent and 40 Business Days in the case of all other breaches from the date of receipt of notice from the Lessor, either remedy the default or if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default, then the Lessor may terminate this Lease by notice in writing to the Lessee or by re-entering upon the Premises.
- (b) Any such termination will be without prejudice to any prior claim or remedy which either party may have against the other party.

**11.2 Early surrender**

- (a) Not used.
- (b) Despite any other provision of this Lease, if the Permitted Use is compromised (including physical or radio interference), the Premises are no longer required, the communications network of any of the Lessee's subtenants or licensees ceases to operate or the Lessee's subtenants or licensees vacate then the Lessee may surrender this Lease on giving to the Lessor no less than 6 months' notice at any time.
- (c) If the Lessee exercises its right to surrender this Lease under clauses 11.2(a) or 11.2(b), the Lessee must, at its cost, reinstate the Premises in accordance with clause 11.4 and the surrender of this Lease is without prejudice to any prior claim or remedy which either party may have against the other.

- (d) Not used.

### 11.3 Subsequent Leases

- (a) The Lessee may surrender a Subsequent Lease for any reason by giving the Lessor written notice at least one month before the Terminating Date. The Subsequent Lease terminates on the date specified in the Lessee's notice or, failing any specified date, on the Terminating Date.
- (b) If this Lease is surrendered (other than by the effluxion of time), any Subsequent Lease is also surrendered at the same time as this Lease.
- (c) Where this Lease or any Subsequent Lease is surrendered under this clause 11.3, the parties agree to promptly execute a surrender of this Lease and a surrender of any Subsequent Lease in registrable form. The Lessee must at its cost attend to the preparation, stamping and registration of the surrenders of this Lease and any Subsequent Lease. If this Lease or any Subsequent Lease has been registered, the Lessor must immediately produce the certificate of title for the Land to enable the surrender of this Lease and any Subsequent Lease to be registered (if applicable).
- (d) The surrender of this Lease or any Subsequent Lease is without prejudice to any prior claim or remedy which either party may have against the other under this Lease or any Subsequent Lease.

### 11.4 Reinstatement and make good

- (a) Within 4 months after the Terminating Date or earlier determination of this Lease, the Lessee must remove that part of the Facility located above and below ground level including all associated cabling within the Land and make good at its cost any damage to the Land or Premises caused by that removal.
- (b) The Lessee must continue to pay the Rent to the Lessor during this 4 month period (or any lesser period of time as the Lessee requires to meet its obligations under this clause 11.4) at the same rate of the Rent (on a pro-rata basis) payable immediately before the Terminating Date.
- (c) This clause does not apply if the Lessee is to occupy the Premises under a Subsequent Lease.

## 12 GST

---

### 12.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

### 12.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration or the first part of the GST-exclusive consideration for the supply (as the case may be).

### 12.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under clause 12.2 if the payment is consideration for a taxable supply.

#### 12.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 12.2 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

#### 12.5 Lease to be a tax invoice

The parties agree that this Lease is intended to be a tax invoice which satisfies the requirements of section 29-70(1) of the GST Act.

#### 12.6 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

#### 12.7 When RCTI clauses apply

Clause 12.8 shall only become effective upon notice being provided by the Lessee, in its absolute discretion, to the Lessor.

#### 12.8 RCTI

For the purpose of satisfying the requirements of the GST legislation and any additional requirements as determined by the Commissioner of Taxation from time to time, the Lessor and the Lessee agree that:

- (a) the Lessee can issue recipient created tax invoices (and adjustment notes) in respect of the supply by the Lessor of the Lease of the Premises to the Lessee;
- (b) the Lessor must not issue a tax invoice (or adjustment notes) in respect of any supply by the Lessor to the Lessee under this Lease unless the Lessee notifies the Lessor that the Lessee will not be issuing a recipient created tax invoice for that supply;
- (c) the Lessee is registered for GST purposes. The Lessee must notify the Lessor if the Lessee ceases to be registered for GST purposes or ceases to satisfy the requirements for issuing recipient created tax invoices as set out in the GST legislation or as determined by the Commissioner of Taxation from time to time;
- (d) the Lessor is registered for GST purposes and has notified the Lessee of its ABN. The Lessor must notify the Lessee if the Lessor ceases to be registered for GST purposes or if it intends selling its business or otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement; and
- (e) the Lessee must issue the recipient created tax invoice to the Lessor and must retain a copy. The Lessee must issue the recipient created tax invoice within 28 days from the date the value of the relevant supply is determined.

#### 12.9 When RCTI clauses cease to apply

Clause 12.8 shall be effective from the date on which the Lessee issues a notice to the Lessor under clause 12.7 and continues until terminated by either party at any time by giving not less than 30 days' prior written notice to the other party.

#### 12.10 GST definitions

In this Lease:

- (a) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended;

- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
- (c) in addition to the meaning given in the GST Act, the term 'GST' includes a notional liability for GST; and
- (d) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

## 13 Warranties

---

### 13.1 Lessee as trustee

- (a) The parties acknowledge and agree that:
  - (i) where the Lessee is a responsible entity or trustee of a trust, the Lessee enters into this Lease in that capacity and is bound by this Lease only in that capacity and in no other capacity;
  - (ii) the recourse of the Lessor to the Lessee in respect of any obligations and liabilities of the Lessee under or in connection with this Lease (whether that liability arises under a specific provision of this Lease, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the liability can be satisfied out of the assets of the trust out of which the Lessee is actually indemnified in respect of such obligations and liabilities;
  - (iii) the parties may not sue the Lessee in any capacity other than as responsible entity or trustee of the trust, including seeking the appointment of a receiver (except in relation to property of the Lessee), a liquidator, an administrator or any similar person to the Lessee or prove in any liquidation, administration or arrangement of or affecting the Lessee (except in relation to property of the Lessee); and
  - (iv) the provisions of this clause 13.1(a) do not apply to any obligation or liability of the Lessee in its capacity as trustee of the trust to the extent that it is not satisfied because under the trust deed of the trust or by operation of law there is a reduction in the extent of the Lessee's indemnification out of the assets of the trust as a result of fraud, negligence or breach of trust on the part of the Lessee.
- (b) As at the Commencement Date, the Lessee warrants to the Lessor that:
  - (i) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;
  - (ii) it is the only responsible entity or trustee of the relevant trust;
  - (iii) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
  - (iv) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
  - (v) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

### 13.2 Lessor as trustee

If the Lessor enters into this Lease as a responsible entity or trustee of a trust, as at the Commencement Date, the Lessor warrants to the Lessee that:

- (a) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;

- (b) it is the only responsible entity or trustee of the relevant trust;
- (c) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
- (d) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
- (e) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

## 14 Miscellaneous

---

### 14.1 Application of laws

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees that it does not require written notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act from the Lessee or any subtenant or licensee of the Lessee for access to the Facility and any activities related to the Permitted Use.
- (c) The Lessee must comply with all applicable laws in respect of the Lessee's use of the Premises and any requirements, notices or orders of a government authority or agency having jurisdiction in respect of the Lessee's use of the Premises.
- (d) The Lessor must comply with all applicable laws in relation to the Land and the Lessor's property on the Land.

### 14.2 Notices

- (a) Subject to clause 14.2(b), a notice, consent or other communication (**Notice**) under this Lease is only valid if it is in writing and addressed to the recipient (as per the address in the Reference Schedule, or as notified to the other party in writing from time to time) and either delivered by hand or sent by pre-paid mail (by airmail, if the recipient is overseas) to the recipient's address or sent by email to the recipient's email address or email addresses. Where more than one email address is specified, the Notice must be sent to all specified email addresses.
- (b) Notice may be given orally where expressly permitted by this Lease. A Notice given orally is deemed to be received at the time it is given.
- (c) A Notice is deemed received by email if delivered:
  - (i) by 5.00pm on a Business Day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
  - (ii) after 5.00pm on a Business Day or on a day that is not a Business Day – on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email.
- (d) Any Notice sent by mail is deemed to have been received within 7 Business Days after posting to a location within Australia or 10 Business Days after posting to a location outside Australia.
- (e) Any Notice delivered by hand is deemed to have been received at the time it is given.



---

**15 Right of first refusal**

---

**15.1 Lessor cannot sell or transfer Land**

During the Term (including any holding over period), the Lessor must not sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6) unless the Lessor complies with this clause 15.

**15.2 Lessor's Offer**

If the Lessor wants to sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6), the Lessor agrees to give the Lessee:

- (a) a notice specifying the Lessor's intention to sell or transfer and the price (exclusive of GST) that the Lessor is prepared to sell or transfer the Land and offering to sell or transfer the Land to the Lessee on those terms; and
- (b) a contract of sale for the Land (2 copies) which must be in the standard form of contract for the State, with particulars of sale completed (including the description of the Land, the purchase price, the deposit (being not greater than 10% of the purchase price) and the settlement date) and any other disclosure documents required by law in the State,

(Lessor's Offer).

**15.3 Acceptance of Lessor's Offer**

- (a) If the Lessee wants to accept the Lessor's Offer, the Lessee must, within 20 Business Days after it receives the notice and documents under clause 15.2, sign the contract and return the signed contract of sale and a cheque for the deposit to the Lessor.
- (b) If the Lessee complies with clause 15.3(a), the parties will have entered into a binding contract for the sale or transfer of the Land.
- (c) The Lessor must sign and return one copy of the contract of sale to the Lessee within 10 Business Days after receiving the contract of sale under clause 15.3(a).

**15.4 If Lessee does not accept Lessor's Offer**

If the Lessee does not accept the Lessor's Offer, the Lessor may sell or transfer the Land to any other person provided that any sale or transfer cannot be:

- (a) for a purchase price less than the price specified in the Lessor's Offer; or
- (b) on more favourable terms than those specified in the Lessor's Offer.

**15.5 Period to sell**

If the Lessor has not entered into a binding contract of sale for the Land within 12 months after the Lessor's Offer is given to the Lessee and the Lessor wants to sell or transfer its interest in the Land to any other person, the Lessor agrees to comply again with this clause 15 before selling or transferring its interest in the Land.

**15.6 Public auction**

Despite anything to the contrary in this clause 15, the Lessor may seek to sell the Land by way of a public auction if:

- (a) the Lessor advertises the auction in newspapers and other publications in the locality of the Land; and
- (b) the Lessor gives at least 20 Business Days prior notice of the auction to the Lessee.

**15.7 Right binds successors**

This clause 15 binds the successors in title and the assigns of the Lessor and the Lessee.

**16 No Fetter**

---

- (a) The Lessee acknowledges that the Lessor is a Government Agency with statutory rights and obligations.
- (b) Nothing in this Lease shall be construed as requiring the Lessor (in its capacity as a Government Agency) to do anything that would cause it to be in breach of any of its obligations at law.
- (c) No provision of this Lease is to be construed or to operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency.
- (d) If any provision of this Lease would, or could likely, operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency, then that provision is, to the extent necessary for it not to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency:
  - (i) to be read down, if possible; or
  - (ii) severed from this Lease.

**17 Land Tax**

---

In the event that the Lessee (by virtue of its occupation of the Land) is assessed as having a land tax liability under section 21C of the *Land Tax Management Act 1956*, the Lessee will comply with its statutory obligations to pay such a liability (reserving its right to object to any assessment in accordance with Part 3 and appeal in accordance with Part 4 of the *Land Tax Management Act 1956*).

**18 Work Health and Safety**

---

- (a) The Lessee must comply with:
  - (i) the *Work Health and Safety Act 2011* (Cth); and
  - (ii) the *Work Health and Safety Regulations 2011* (Cth).
- (b) Without limiting any of the Lessee's obligations under this Lease, in the event that the Lessee undertakes construction work at the Premises that is considered to be a 'construction project' for the purposes of regulation 292 of the *Work Health and Safety Regulations 2011* (Cth), then the Lessee must fulfil the obligations of the principal contractor for the purposes of that construction project as prescribed by parts 6.3 and 6.4 of the *Work Health and Safety Regulations 2011* (Cth).

**19 Unexpected Heritage Items**

---

**19.1 Definitions**

In this clause 19:

- (a) **Aboriginal Objects** has the same meaning given in the *National Park and Wildlife Act 1974* (NSW) which includes stone tool artefacts, shell middens, axe grinding grooves, pigment or engraved rock art, burials and scarred trees.

- (b) **Archaeological Assessment** means a method of data collection for Aboriginal heritage assessment involving a survey team walking over the Burdened Lot in a systematic way, recording information about how and where the assessment is conducted, recording information about the landscape and recording any archaeological sites or materials that are visible on the land surface. The activities undertaken by an assessment team do not involve invasive or destructive procedures, and are limited to note taking, photography and making other records of the landscape and archaeological sites (e.g. sketching maps or archaeological features).
- (c) **Archaeologist** means a professional consultant who provides heritage and archaeological advice and technical services (such as reports, heritage approval and documentation).
- (d) **Historic Heritage Items** include archaeological Relics as well as other historic items that are not considered to be Relics, but are instead works, buildings, structures or movable objects e.g. culverts, historic road formations, historic pavements, buried roads, retaining walls, cisterns, fences, sheds, buildings and conduits. Although an approval under the *Heritage Act 1977* (NSW) may not be required to disturb these items, their discovery must be managed in accordance with the Lessor's policies, plans procedures.
- (e) **Human Skeletal Remains** means either an Aboriginal object or non- Aboriginal relic and considered to be archaeological when the time elapsed since death is suspected of being 100 years or more.
- (f) **Relic** means any deposit, artefact, object or material evidence that relates to the settlement of the area that comprises New South Wales, not being Aboriginal settlement, and is of State or local heritage significance.
- (g) **Unexpected Heritage Item** means any unanticipated discovery of an actual or potential heritage item, for which the Lessee or the Lessee's contractor undertaking any new underground works (whether or not on behalf of the Lessor) does not have approval to disturb or does not have a safeguard in place to manage the disturbance, and categorised as:
  - (i) Aboriginal Objects;
  - (ii) Historic (non-Aboriginal) Heritage Items (**Historic Heritage Items**); or
  - (iii) Human Skeletal Remains.

## 19.2 Archaeological Assessment and Unexpected Heritage Finds

Despite any other provision to the contrary in this Lease:

- (a) Prior to the commencement of any new underground works by the Lessee pursuant to other provisions in this Lease, the Lessee must at its own cost:
  - (i) obtain an Archaeological Assessment (prepared by an Archaeologist) of the Premises;
  - (ii) provide a copy of the Archaeological Assessment to the Lessor; and
  - (iii) comply with all reasonable requirements and directions of the Lessor having regard to:
    - (A) the contents of the Archaeological Assessment;
    - (B) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of heritage items (e.g. Aboriginal Objects, Historic Heritage Items or Human Skeletal Remains); and
    - (C) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not commence such new underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(a)(iii).

- (b) If during such new underground works, the Lessee or its employee, agent, licensee and contractor discovers something that could be an Unexpected Heritage Item, the Lessee must at its cost immediately stop such new underground works in the immediate area and:
  - (i) establish a "safe zone" around the Unexpected Heritage Item;
  - (ii) without delay, inform the Lessee's Archaeologist and Lessor (who will inspect, document and photograph the Unexpected Heritage Item); and
  - (iii) comply with all reasonable requirements and directions of the Lessee's Archaeologist and the Lessor having regards to:
    - (A) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of Unexpected Heritage Finds; and
    - (B) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not recommence such underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(b)(iii).

### 19.3 Release

The Lessee releases the Lessor from and any claims and liability arising under, in connection with, or as a result of this clause 19 subject to clause 9.5.

### 19.4 No merger

This clause 19 will not merge on the expiry or earlier termination of this Lease.

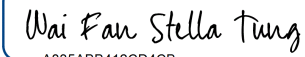
### 19.5 No application

- (a) This clause 19 will not apply to
  - (i) any or overground works; and
  - (ii) underground works undertaken to maintain or replace any
    - (A) Equipment; or
    - (B) existing cabling

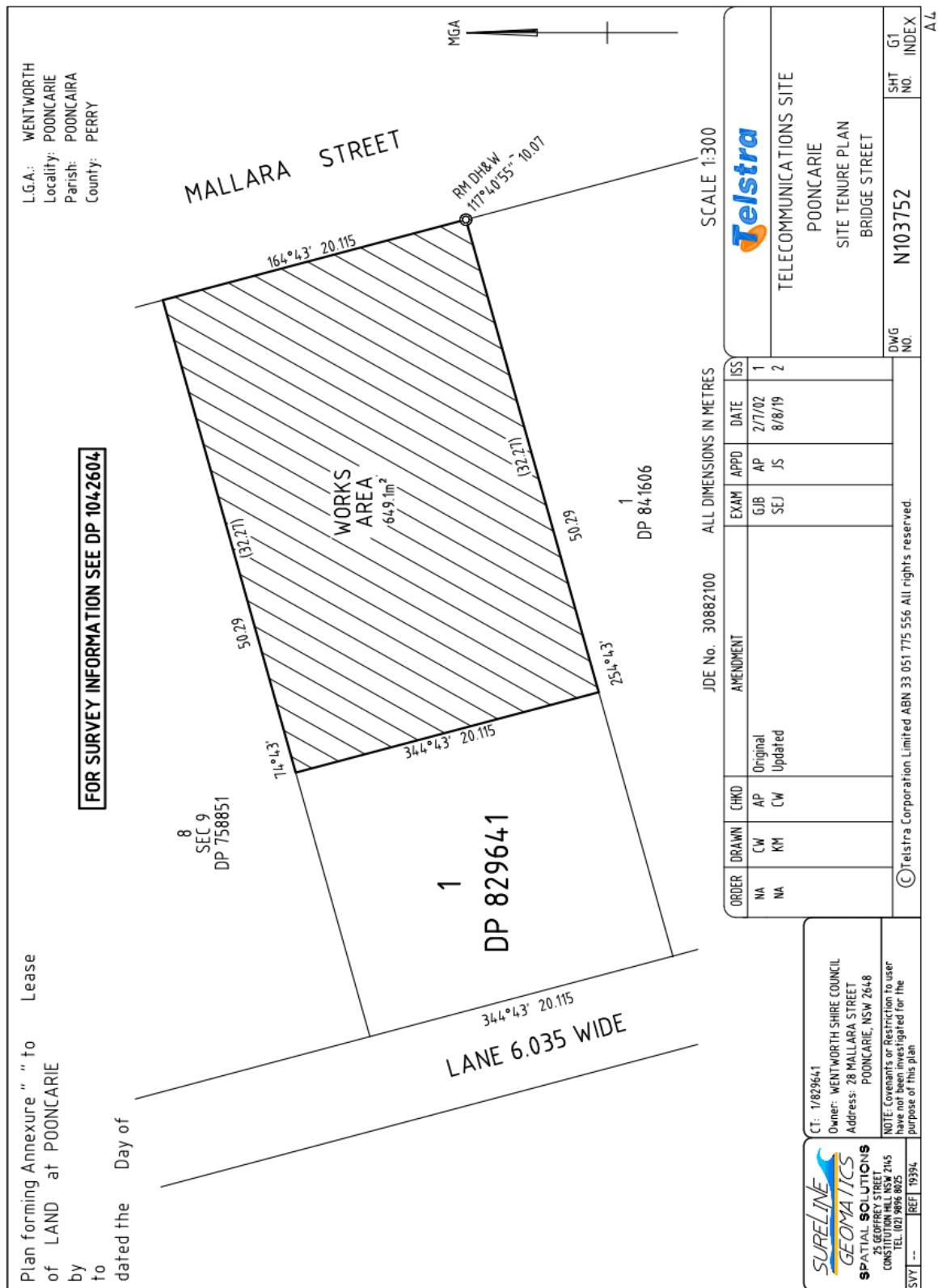
## 20 Electronic Execution

- (a) The parties agree that a party may sign this document electronically. For clarity, all parties may sign this document electronically.
- (b) If one or more parties electronically sign this document, by doing so they will:
  - (i) bind themselves to this document; and
  - (ii) such electronic signing will satisfy requirements under the *Corporations Act 2001* (Cth) and *Real Property Act 1900* (NSW) and *Electronic Transactions Act 2000* (NSW); and

- (iii) satisfy any other requirements for this document to be in writing and signed by those parties.
- (c) If one or more parties intend to sign this document physically, they may do so at any time, so long as the final copy contains the signatures (which may be electronic signatures) of all parties to the document.
- (d) A fully executed original of this document must include the signatures of all parties to this document in accordance with clause 20(e).
- (e) For this clause 20, a **signature** means the execution of this document by a party that complies with all applicable Laws where:
  - (i) If electronic, a document containing such signatures may be printed for subsequent wet-ink execution by another party; or
  - (ii) If wet-ink, it may be signed in any number of sets of copies for subsequent electronic or wet-ink execution by another party.

DocuSigned by:  
  
A835ABB412CD4CB...  
14-Aug-23 | 10:33:53 ACST

## Schedule 1 – Premises Plan

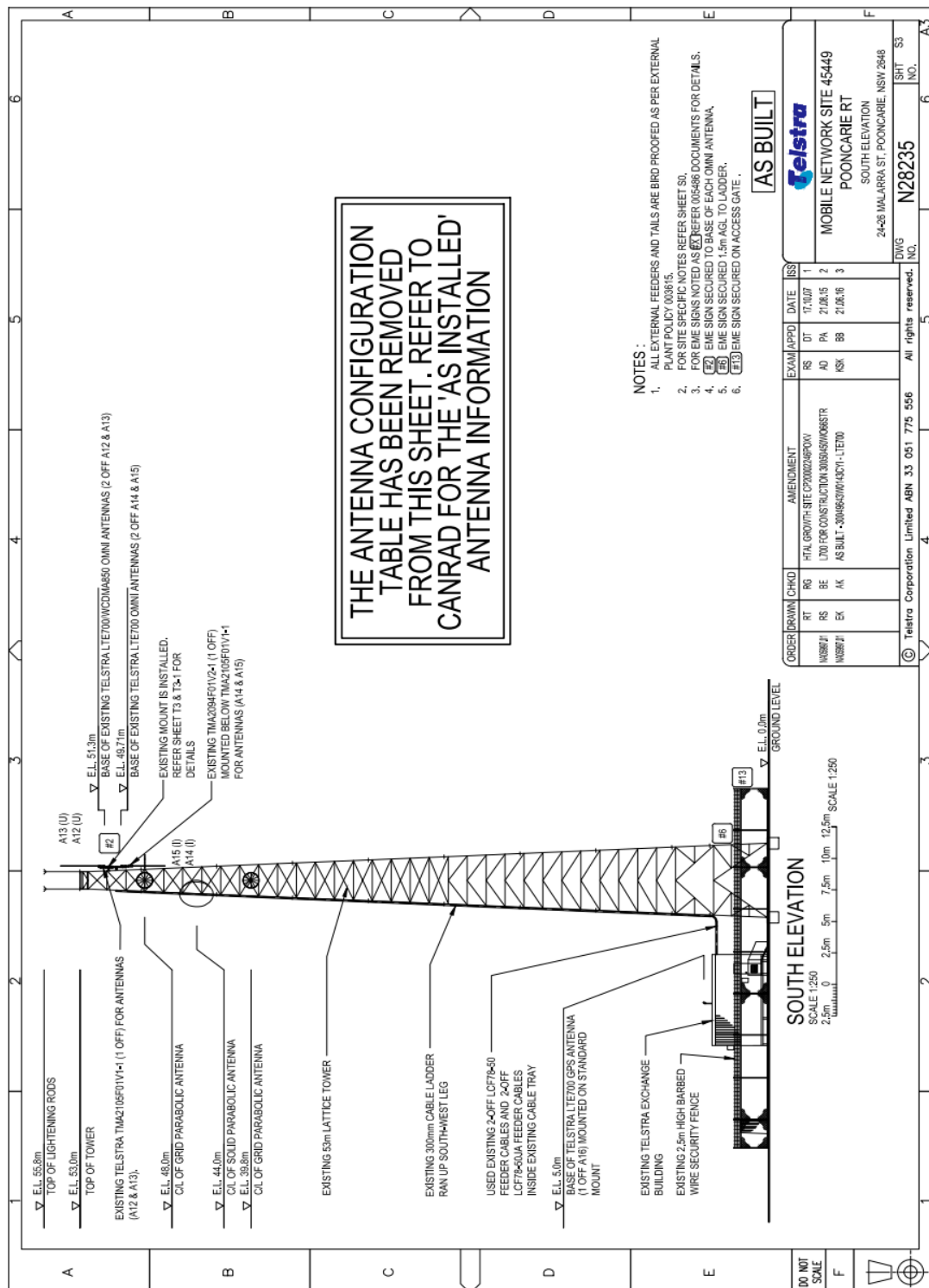


14-Aug-23 | 10:33:53 ACST

DocuSigned by:

Wai Fan Stella Tung

## Schedule 2 – Site Elevation Plan



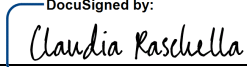
—DocuSigned by:

Wai Fan Stella Tung

14-Aug-23 | 10:33:53 ACST

**Schedule 3— Signing page****Executed** as a deed**Executed by Lessee**

Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of **Amplitel Pty Limited** under Power of Attorney registered book **4789** No. **977** by the party's Attorney who states that no notice of revocation of the Power of Attorney has been received in the presence of:

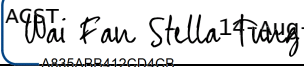
DocuSigned by:  
  
 14-Aug-23 | 10:33:58  
 F8614BB2481C42B...  
 Signature of witness

Claudia Raschella

Name of witness

Level 7, 19 Gouger Street Adelaide SA

Address of witness

DocuSigned by:  
  
 14-Aug-23 | 10:33:53 ACST  
 A835AB8412CD4CB...

Signature of Attorney

wai Fan Stella Tung

Name of Attorney

**Executed by Lessor**

The Common seal of

**WENTWORTH SHIRE COUNCIL** was

affixed this \_\_\_\_\_.

In accordance with a resolution of Council at its meeting

of

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**COUNCILLOR**

\_\_\_\_\_  
**GENERAL MANAGER**





# **LAND LEASE**

## **(New South Wales)**

**Property: 28 Mallara Street Pooncarie NSW 2648  
(Pooncarie Exchange and RT (NSW))**

**Wentworth Shire Council**  
**ABN 96 283 886 815**

**Amplitel Pty Limited**  
**ACN 648 133 073**

Form: 07L  
Edition: 4.5

**LEASE**  
**New South Wales**  
**Real Property Act 1900**

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Revenue NSW use only

**(A) TORRENS TITLE**

Property leased

Part Folio Identifier 1/829641 being that part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1

**(B) LODGED BY**Document  
Collection  
Box

1W

Name, Address or DX, Telephone and Customer Account Number if any

Thomson Geer Lawyers  
Level 14, 60 Martin Place  
SYDNEY NSW 2000  
Email: abanerjee@tglaw.com.au

Reference: AB:MJL: 5084987

**CODE****L****(C) LESSOR****WENTWORTH SHIRE COUNCIL** ABN 96 283 886 815

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable): Not Applicable.

**(E) LESSEE****AMPLITEL PTY LIMITED** ACN 648 133 073**(F)****TENANCY:****G) 1. TERM: FIVE (5) YEARS****2. COMMENCING DATE: 1 JULY 2031****3. TERMINATING DATE: 31 AUGUST 2036****4. With three OPTIONS TO RENEW for a period of N.A. set out in N.A.****5. With an OPTION TO PURCHASE set out in N.A. of N.A.****6. Together with and reserving the RIGHTS set out in clause N.A. of N.A.****7. Incorporates the provisions or additional material set out in ANNEXURE A hereto.****8. Incorporates the provisions set out in N.A. No. N.A.****9. The RENT is set out in ITEM No. 8 of the REFERENCE SCHEDULE to ANNEXURE A.**

DocuSigned by:

Wai Fan Stella Tung

A835ABB412CD4CB...

14-Aug-23 | 10:33:53 ACS1708

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 27

DATE:

H) SEE EXECUTION ON PAGE 27 OF ANNEXURE A.

I) STATUTORY DECLARATION \*

I \_\_\_\_\_

solemnly and sincerely declare that:

- 1 the time for the exercise of the option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
- 2 the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of \_\_\_\_\_ on \_\_\_\_\_

in the presence of \_\_\_\_\_ of \_\_\_\_\_,

☐ Justice of the Peace (J.P. Number: \_\_\_\_\_) ☐ Practising Solicitor☐ Other qualified witness: \_\_\_\_\_,

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was \_\_\_\_\_ [Omit ID No.].

Signature of witness: \_\_\_\_\_ Signature of applicant: \_\_\_\_\_

\* As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgement. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

## Annexure A to Lease of Land dated

### Parties:

**Wentworth Shire Council** ABN 96 283 886 815 (**Lessor**)

and

**Amplitel Pty Limited** ACN 648 133 073 (**Lessee**)

DocuSigned by:  
  
A835ABB412CD4CB...  
14-Aug-23 | 10:33:53 ACST

## Table of contents

<b>Reference Schedule.....</b>	<b>6</b>
<b>1 Interpretations .....</b>	<b>7</b>
1.1 Definitions .....	7
1.2 Rules for interpreting this Lease .....	8
<b>2 Term of Lease .....</b>	<b>9</b>
2.1 Term.....	9
2.2 Holding Over .....	9
<b>3 Payments .....</b>	<b>10</b>
3.1 Rent and rent review.....	10
3.2 Rates and taxes .....	10
3.3 Costs of Lease.....	10
<b>4 Equipment.....</b>	<b>10</b>
<b>5 Use .....</b>	<b>10</b>
5.1 Use of Premises and Land .....	10
5.2 Condition of Premises.....	11
5.3 Permits and approvals .....	11
<b>6 Electricity and other services .....</b>	<b>11</b>
<b>7 Access.....</b>	<b>12</b>
7.1 Access .....	12
7.2 Security .....	12
7.3 Access track and/or power connection .....	12
<b>8 Assignment and subletting.....</b>	<b>12</b>
<b>9 Insurance and indemnity .....</b>	<b>13</b>
9.1 Property Insurance .....	13
9.2 Public Liability Insurance .....	13
9.3 Indemnity and liability .....	13
9.4 Lessee's risk .....	13
9.5 Release of Lessor: .....	13
<b>10 Lessor's covenants .....</b>	<b>14</b>
10.1 Quiet enjoyment.....	14
10.2 Condition of Land.....	14
10.3 No damage .....	14
10.4 Safety and security procedures .....	14
10.5 Other occupiers .....	14
10.6 Consents.....	14
10.7 Contamination.....	14
10.8 Events affecting Land .....	15
10.9 Granting of easements and rights .....	15
<b>11 Default and termination.....</b>	<b>15</b>
11.1 Default and re-entry .....	15
11.2 Early surrender .....	15
11.3 Subsequent Leases .....	16
11.4 Reinstatement and make good.....	16
<b>12 GST.....</b>	<b>16</b>
12.1 Recovery of GST .....	16
12.2 Time for payment of GST amount .....	16
12.3 Indemnity and reimbursement payments .....	16
12.4 Adjustment events .....	17
12.5 Lease to be a tax invoice .....	17

12.6	Change in the GST law.....	17
12.7	When RCTI clauses apply .....	17
12.8	RCTI.....	17
12.9	When RCTI clauses cease to apply .....	17
12.10	GST definitions .....	17
<b>13</b>	<b>Warranties.....</b>	<b>18</b>
13.1	Lessee as trustee .....	18
13.2	Lessor as trustee .....	18
<b>14</b>	<b>Miscellaneous.....</b>	<b>19</b>
14.1	Application of laws .....	19
14.2	Notices .....	19
<b>15</b>	<b>Right of first refusal .....</b>	<b>20</b>
15.1	Lessor cannot sell or transfer Land .....	20
15.2	Lessor's Offer.....	20
15.3	Acceptance of Lessor's Offer.....	20
15.4	If Lessee does not accept Lessor's Offer .....	20
15.5	Period to sell .....	20
15.6	Public auction .....	20
15.7	Right binds successors.....	21
<b>16</b>	<b>No Fetter .....</b>	<b>21</b>
<b>17</b>	<b>Land Tax .....</b>	<b>21</b>
<b>18</b>	<b>Work Health and Safety.....</b>	<b>21</b>
<b>19</b>	<b>Unexpected Heritage Items.....</b>	<b>21</b>
19.1	Definitions .....	21
19.2	Archaeological Assessment and Unexpected Heritage Finds .....	22
19.3	Release.....	23
19.4	No merger.....	23
19.5	No application .....	23
<b>20</b>	<b>Electronic Execution .....</b>	<b>23</b>
	<b>Schedule 1 – Premises Plan.....</b>	<b>25</b>
	<b>Schedule 2 – Site Elevation Plan .....</b>	<b>26</b>
	<b>Schedule 3 – Signing page.....</b>	<b>27</b>

## Reference Schedule

Item 1	Lessor:	<p>Name: <b>Wentworth Shire Council ABN 96 283 886 815</b></p> <p>Address: 26-28 Adelaide Street, Wentworth NSW 2648</p> <p>Tel: 03 5027 5027</p> <p>Email: simon.rule@wentworth.nsw.gov.au</p>
Item 2	Lessee:	<p>Name: <b>Amplitel Pty Limited</b> as trustee for the <b>Towers Business Operating Trust</b></p> <p>ACN: 648 133 073</p> <p>ABN: 75 357 171 746</p> <p>Address: c/- JLL 242 Exhibition Street MELBOURNE VIC 3000</p> <p>Email: Telstra.Notices@ap.jll.com; and F0901953@team.telstra.com</p>
Item 3	Premises:	<p>That part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1 and situated at 28 Mallara Street, Pooncarie NSW 2648</p> <p>For Lessee reference purposes only: JDE: 30882100 Tenure ID: 56918 Node Manager Address ID: 45449 RFNSA Number: 2648001</p>
Item 4	Land:	Lot 1 in Deposited Plan 829641
Item 5	Term:	Five (5) years, commencing on the Commencement Date
Item 6	Commencement Date:	1 September 2031
Item 7	Terminating Date:	31 August 2036
Item 8	Rent:	\$5,566.50 per annum (exclusive of GST), subject to clause 3.1
Item 9	Payment of Rent:	Yearly in advance by way of electronic funds transfer commencing on the Commencement Date and thereafter on each anniversary of the Commencement Date
Item 10	Permitted Use:	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with this Lease and the Requirements.
Item 11	Review of Rent:	The Rent is to be increased on each Review Date by 3.0% during the Term and any Further Terms.

## 1 Interpretations

---

### 1.1 Definitions

The following words have these meaning in this Lease unless the contrary intention is shown:

**Act** means the *Telecommunications Act 1997* (Cth).

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the State.

**Carrier** has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

**Commencement Date** means the date specified in Item 6.

**Consumer Price Index** means the All Groups CPI: Australia Consumer Price Index as currently published by the Australian Bureau of Statistics.

**Current CPI** means the Consumer Price Index number for the quarter ending immediately before the relevant Review Date.

**Emergency** means circumstances where access must be provided without delay to protect the Facility, the health or safety of persons, the environment, property or maintenance of an adequate level of service.

**Facility** means any equipment, equipment housing, tower/pole/mast (or similar), antennas, associated ancillary equipment and/or any other fixtures, fittings, structures and cabling as altered or upgraded terms of this Lease belonging to or brought onto the Premises by the Lessee, any Related Body Corporate of the Lessee and any subtenant or licensee of the Lessee (as the case may be).

**Financial Year** means the 12 months period ending on 30 June in each year.

**Government Agency** means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**Item** means an item in the Reference Schedule.

**Land** means the Land described in Item 4.

**Lease** means this lease and any equitable lease or common law tenancy evidenced by this lease.

**Lessee** means the party named in Item 2.

**Lessor** means the party named in Item 1.

**Liability Cap** means:

- (a) for the Financial Year ending 30 June 2022, \$20 million; and
- (b) for each subsequent Financial Year in the Term, the amount of the Liability Cap for the previous Financial Year multiplied by the Current CPI and divided by the Previous CPI.

**Network** means the passive infrastructure of the Lessee (or any Related Body Corporate of the Lessee) for use in connection with a communications network.



**Permitted Mortgage** means a mortgage of the Land granted to an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

**Permitted Mortgagee** means the mortgagee from time to time under a Permitted Mortgage.

**Permitted Use** means the use specified in Item 10.

**Premises** means the premises leased to the Lessee as described in Item 3.

**Previous CPI** means the Consumer Price Index number for the quarter ending immediately before the last Review Date (or, if there has not been one, the Commencement Date).

**PPS Security Interest** means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth).

**Reference Schedule** means the Reference Schedule to this Lease.

**Related Body Corporate** means a related body corporate or a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity, as each of those terms are defined in the *Corporations Act 2001* (Cth).

**Rent** means the amount specified in Item 8, as varied on any Review Date under this Lease.

**Requirements** means applicable legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

**Review Date** means each anniversary of the Commencement Date during the Term and any Further Terms.

**Security Interest** means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or that gives a creditor priority over unsecured creditors in relation to any property.

**Subsequent Lease** means any lease between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date.

**State** means the State or Territory of Australia in which the Premises is situated.

**Term** means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

**Terminating Date** means the date specified in Item 7, except where this Lease is terminated early in which case the date of earlier termination is the Terminating Date.

## 1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (c) Words of inclusion or example are not words of limitation.
- (d) Headings are for convenience only, and do not affect interpretation.
- (e) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease.

- (f) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (g) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (h) Unless the context otherwise requires, the terms installation and maintenance where they are used in this Lease have the same meanings and include the same activities as are provided under the Act.
- (i) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party an obligation of those persons is joint and several and a right of those persons is held by each of them severally.
- (j) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors, subtenants, licensees or others authorised (expressly or implicitly) by that party.
- (k) Any obligation on the Lessor or the Lessee (as the case may be) will where the context so permits extend to the actions of that party or that party's authorised employees, agents, contractors, subtenants, licensees, invitees or others claiming under or through that party.
- (l) Unless this Lease expressly states otherwise, any party responding to a request for consent or approval must not unreasonably withhold or delay its response or impose any conditions inconsistent with the terms of this Lease. If withholding consent or approval, the responding party must give written reasons with its response.
- (m) Sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

## 2 Term of Lease

---

### 2.1 Term

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use.

### 2.2 Holding Over

If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor, then the Lessee occupies the Premises under a yearly tenancy on the same terms as this Lease, so far as they can be applied to a yearly tenancy. Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other party.

---

### 3 Payments

---

#### 3.1 Rent and rent review

- (a) The Lessee must pay the Rent in accordance with Item 9 to an account in Australia nominated by the Lessor. The Lessor may nominate another account in Australia into which the Rent must be paid upon giving at least 20 Business Days' notice to the Lessee.
- (b) The Rent is to be reviewed on each Review Date in accordance with Item 11.

#### 3.2 Rates and taxes

The Rent is a gross amount and the Lessee is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land (including the Premises), subject to charges (if any) which this Lease expressly requires the Lessee to pay. The Lessor must pay all rates, taxes and outgoings on or before the payment date which are charged to, assessed against or relate to the Land (including the Premises).

#### 3.3 Costs of Lease

- (a) Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of this Lease. If stamp duty or registration fees are payable on this Lease, the Lessee will pay the applicable stamp duty or registration fees.
- (b) The Lessee must pay the Lessor's reasonable legal costs and disbursements in connection with any dealing initiated by the Lessee to which the Lessor is, or is intended to be a party.
- (c) The Lessee must prepare any plans required for this Lease and must pay all costs associated with preparation of such plans.

---

### 4 Equipment

---

- (a) The Lessor grants a licence to the Lessee, its subtenants and licensees to install, maintain, repair, renew and use cabling on the Land to and from the Facility as is necessary for the Permitted Use. The Lessee must comply with the reasonable requirements of the Lessor in relation to such installation, maintenance, repair, renewal and use.
- (b) Subject to the express terms of this Lease, the Facility remains at all times the property of the Lessee, its subtenants and licensees (as the case may be), even if it becomes attached to the Land.

---

### 5 Use

---

#### 5.1 Use of Premises and Land

- (a) The Lessee may only use the Premises for the Permitted Use.
- (b) The Lessor grants a licence to the Lessee, its subtenants and licensees to use so much of the Land adjacent to or adjoining the Facility as is reasonably required for the Permitted Use. After using the adjacent or adjoining Land, the Lessee must restore the surface to that part of the Land used to as near as practicably possible its state prior to use by the Lessee, its subtenants and licensees.
- (c) The Lessee is not required to carry out any capital or structural works to the Land unless such works are required by the Lessee for the installation or maintenance of the Facility or the works are as a result of the Lessee's negligence or a breach of this Lease.

- (d) The Lessee, its subtenants and licensees may install signage around the Premises and the Facility for the purposes of complying with applicable laws.
- (e) The Lessor grants to the Lessee, its subtenants and licensees the right to use so much of the adjoining or adjacent land as is reasonably required for the purpose of installing and maintaining guy anchors (if needed) to support the Lessee's structure on the Premises and running guy wires from those guy anchors on the adjoining or adjacent land to the Lessee's structure on the Premises. The Lessor must not use or interfere with the Lessee's guy anchors or guy wires. The provisions of clause 9.3 apply to the exercise by the Lessee of its rights under this clause.
- (f) The Lessee must comply with any rules of the Lessor applicable from time to time in relation to the use of the Premises, to the extent those rules does not conflict with this Lease.

## 5.2 Condition of Premises

Subject to clause 5.1(c), the Lessee will keep the Premises in good repair and condition (having regard to the condition of the Premises as at the date on which the Lessee or its Related Body Corporate first came into possession of the Premises excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God).

## 5.3 Permits and approvals

Subject to clause 16, the Lessor:

- (a) authorises the Lessee, at the Lessee's cost, to make applications to any relevant government authority or agency for any necessary permits, consents and approvals for the development, construction and use of the Facility and to exercise and procure (in the Lessee's discretion) every right of appeal arising from a determination or failure to determine such application; and
- (b) must sign all documentation and provide all assistance reasonably required by the Lessee or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 5.3(a).

## 6 Electricity and other services

- (a) The Lessor must permit the Lessee, at the Lessee's cost, to install electricity and other services on the Land to and from the Facility. The Lessee may use, install, repair, maintain, replace and remove any services to the Facility at any time, provided that the Lessee complies with the Lessor's reasonable requirements and directions in relation to such installation, replacement and removal.
- (b) The supply of electricity must be made through a dedicated usage meter (either by separate meter or check meter), installed by the Lessee at its own cost, so that the Lessee is directly accountable for any electricity that it uses on the Premises.
- (c) Where the Lessee installs separate electricity metering, the Lessee must pay to the supplier all charges for the separately metered electricity used by the Lessee. Where the Lessee installs a check meter, the Lessee will reimburse the Lessor the actual cost of the electricity it uses on the Premises as recorded by the check meter within 30 Business Days of receipt of a tax invoice from the Lessor.
- (d) The Lessor agrees that the Lessee may transfer ownership of some or all of the electricity cables to a third party electricity supplier for the supply of electricity to the Facility.
- (e) Where reasonably requested by the Lessee, the Lessor must grant an easement for electricity purposes over part of the Land on the easement terms that may be required by the electricity supplier. Without limiting any of the Lessee's obligations under clause 3.3, the Lessee must pay the Lessor's reasonable costs (including legal fees and disbursements) incurred by the Lessor in relation to such easement.

- (f) The Lessor agrees that the electricity supplier may enter the Land from the Commencement Date for the purposes of installing, repairing, maintaining, upgrading, replacing and removing any electricity infrastructure.
- (g) At the expiry of early termination of this Lease, the Lessee must comply with the Lessor's reasonable directions in relation to removal of all services installed by or on behalf of the Lessee on the Land and make good the Land in accordance with clause 11.4.

## 7 Access

---

### 7.1 Access

The Lessor grants a licence to the Lessee, its subtenants and licensees over the Land to have access to and from the Premises (including the Facility) at all times, subject to clause 7.3.

### 7.2 Security

- (a) Subject to clause 7.2(b), the Lessee will comply with reasonable security arrangements and access protocols as previously notified to it by the Lessor. The Lessor will notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number).
- (b) Where the Lessee does not have direct access to the Land, Premises and the Facility and there is an Emergency, the Lessor must arrange for the Lessee, its subtenants and licensees to have access to the Land, Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 7.2(a). The Lessee may give this notice in person or by telephone.
- (c) The Lessee will reimburse to the Lessor the reasonable security expenses incurred by the Lessor in providing access during an Emergency within 20 Business Days of receipt of a tax invoice from the Lessor.

### 7.3 Access track and/or power connection

If the Lessee installs at its cost any access track or power connection, then any other person (except the Lessor) who wishes to utilise the access track or power connection must share in the cost of any upgrade and maintenance of the access track or power connection as apportioned by the Lessee (and in consultation with the Lessor acting reasonably), taking into account the extent of the use of the access track or the power connection by other users.

## 8 Assignment and subletting

---

- (a) The Lessee must not assign this Lease or sublet the whole of the Premises without the consent of the Lessor, except to:
  - (i) a Related Body Corporate of the Lessee;
  - (ii) a Carrier; or
  - (iii) any entity (or a Related Body Corporate of that entity) that is acquiring the Network,
 in which case the consent of the Lessor is not required to the assignment or sublease.
- (b) The Lessee may grant a sublease of part of the Premises or a licence of the whole Premises or any part of the Premises to any person at any time.
- (c) In the event of an assignment of this Lease by the Lessee, the Lessee releases the Lessor from all obligations and liabilities under this Lease from the date of assignment of this Lease, but without prejudice to any prior claim or remedy which either party may have against the other party. The Lessee will not be released from its obligations.

- (d) If this Lease assigned pursuant to this clause 8, any Subsequent Lease is also assigned to the same assignee.
- (e) For the avoidance of doubt, and for the purposes of this clause 8, a reference to:
  - (i) this 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease; and
  - (ii) the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

## **9 Insurance and indemnity**

---

### **9.1 Property Insurance**

The Lessee agrees to maintain all risks property insurance with a reputable insurer at all times in relation to the Premises.

### **9.2 Public Liability Insurance**

- (a) The Lessee agrees to maintain public liability insurance with a reputable insurer registered with the Australian Prudential Regulation Authority (acceptable to the Lessor acting reasonably) for at least \$20 million for a single event at all times in relation to the Premises and the Lessee will include the Lessor as an insured to the extent of the Lessee's liability under this Lease.
- (b) If requested in writing by the Lessor (no more than once in a 12 month period), the Lessee will provide the Lessor with a certificate of currency confirming the Lessee's insurance as specified in this clause 9.2.

### **9.3 Indemnity and liability**

- (a) The Lessee will indemnify the Lessor for any liability, loss, damage, cost or expense incurred or suffered by the Lessor which is caused or contributed (to the extent of the contribution) by the Lessee's act, negligence, breach of this Lease, or otherwise incurred or suffered in connection with the use or occupation of the Premises by the Lessee.
- (b) The liability of the Lessee under this Lease (including under the indemnity provided by the Lessee under clause 9.3(a)) will not exceed the Liability Cap in any Financial Year.
- (c) The liability of the Lessee under this clause 9.3 must be reduced proportionately to the extent that the Lessor's negligence or breach of this Lease caused or contributed to the liability.
- (d) In defending or responding to any claim under this clause 9.3, the Lessor must act reasonably and consult in good faith with the Lessee.
- (e) The Lessor must not settle any claim under this clause 9.3 without obtaining the prior consent of the Lessee. The Lessor must take reasonable steps to mitigate any liability, loss, damage, cost or expense including taking reasonable court action to defend any claim, action or demand made against the Lessor.

### **9.4 Lessee's risk**

- (a) The Lessee occupies the Premises and carries out any work referred to in this Lease at the Lessee's own risk.
- (b) If the Lessee is obliged to do anything under this Lease, it does so at its own risk.

### **9.5 Release of Lessor:**

To the fullest extent permitted by law, the Lessee releases the Lessor from:

- (a) any claim, action, damage, loss, liability, cost or expense which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises, except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors; and
- (b) any liability for damage to the Facility except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors.

## **10 Lessor's covenants**

---

### **10.1 Quiet enjoyment**

The Lessee is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor.

### **10.2 Condition of Land**

To the extent that is reasonably required to provide access to the Premises, the Lessor must repair, maintain and keep in good and substantial repair the Land excepting the Premises (including all fixtures and fittings of the Lessor, if any), subject always to the obligations of the Lessee under this Lease.

### **10.3 No damage**

The Lessor must not damage, tamper with or interfere with the Facility or its operation.

### **10.4 Safety and security procedures**

The Lessor must comply with the Lessee's safety and security procedures and signage in respect of the Premises and the Facility to the extent that the Lessor has been made aware of such procedures.

### **10.5 Other occupiers**

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to other occupiers and those rights include the right to operate radio communications and/or telecommunications equipment on the Land, then the Lessor must first promptly give notice and obtain the Lessee's consent to the proposal (such consent not to be unreasonably withheld).
- (b) If the Lessee establishes that changes to other occupiers' facilities after the initial installation of the facility by the other occupier has caused interference with the Facility, the Lessor must, immediately upon receipt of notice from the Lessee, take reasonable steps to arrange for the other occupier to modify its facility so that it no longer interferes with the Facility.

### **10.6 Consents**

If the Land is subject to a mortgage, the Lessor must obtain consent to this Lease from the mortgagee and the Lessee must pay the mortgagee's reasonable consent costs.

### **10.7 Contamination**

The Lessor warrants to the best of its knowledge that, as at the Commencement Date of the Lease to the Lessee's Related Body Corporate Telstra Corporation Limited ACN 051 775 556 commencing 1 July 2016, the Premises did not contain contamination or substances hazardous to health or safety.

**10.8 Events affecting Land**

- (a) The Lessor must promptly notify the Lessee if:
  - (i) the Lessor sells or otherwise disposes of its interest in the Land;
  - (ii) the Lessor is aware of a proposal for development occurring on adjoining land that is likely to interfere with the Lessee's use of the Premises or rights under this Lease;
  - (iii) the Lessor changes its address for notices;
  - (iv) a Permitted Mortgage becomes enforceable; or
  - (v) a Permitted Mortgagee becomes:
    - (A) entitled to the receipt of Rent and other payments under this Lease;
    - (B) entitled to exercise any of the rights of the Lessor under this Lease; or
    - (C) obliged to perform any of the obligations of the Lessor under this Lease.

**10.9 Granting of easements and rights**

- (a) The Lessor may grant an easement or other right over the Premises provided that:
  - (i) the Lessor obtains the Lessee's prior written consent to such easement or other right (such consent not to be unreasonably withheld); and
  - (ii) such grant would not have a substantial adverse effect on the Lessee.
- (b) The Lessee must do anything reasonably required by the Lessor in relation to the grant of such easement or other right.

**11 Default and termination**

---

**11.1 Default and re-entry**

- (a) If the Lessee fails to perform its obligations under this Lease and the Lessee does not, within 20 Business Days in the case of non-payment of Rent and 40 Business Days in the case of all other breaches from the date of receipt of notice from the Lessor, either remedy the default or if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default, then the Lessor may terminate this Lease by notice in writing to the Lessee or by re-entering upon the Premises.
- (b) Any such termination will be without prejudice to any prior claim or remedy which either party may have against the other party.

**11.2 Early surrender**

- (a) Not used.
- (b) Despite any other provision of this Lease, if the Permitted Use is compromised (including physical or radio interference), the Premises are no longer required, the communications network of any of the Lessee's subtenants or licensees ceases to operate or the Lessee's subtenants or licensees vacate then the Lessee may surrender this Lease on giving to the Lessor no less than 6 months' notice at any time.
- (c) If the Lessee exercises its right to surrender this Lease under clauses 11.2(a) or 11.2(b), the Lessee must, at its cost, reinstate the Premises in accordance with clause 11.4 and the surrender of this Lease is without prejudice to any prior claim or remedy which either party may have against the other.



- (d) Not used.

### 11.3 Subsequent Leases

- (a) The Lessee may surrender a Subsequent Lease for any reason by giving the Lessor written notice at least one month before the Terminating Date. The Subsequent Lease terminates on the date specified in the Lessee's notice or, failing any specified date, on the Terminating Date.
- (b) If this Lease is surrendered (other than by the effluxion of time), any Subsequent Lease is also surrendered at the same time as this Lease.
- (c) Where this Lease or any Subsequent Lease is surrendered under this clause 11.3, the parties agree to promptly execute a surrender of this Lease and a surrender of any Subsequent Lease in registrable form. The Lessee must at its cost attend to the preparation, stamping and registration of the surrenders of this Lease and any Subsequent Lease. If this Lease or any Subsequent Lease has been registered, the Lessor must immediately produce the certificate of title for the Land to enable the surrender of this Lease and any Subsequent Lease to be registered (if applicable).
- (d) The surrender of this Lease or any Subsequent Lease is without prejudice to any prior claim or remedy which either party may have against the other under this Lease or any Subsequent Lease.

### 11.4 Reinstatement and make good

- (a) Within 4 months after the Terminating Date or earlier determination of this Lease, the Lessee must remove that part of the Facility located above and below ground level including all associated cabling within the Land and make good at its cost any damage to the Land or Premises caused by that removal.
- (b) The Lessee must continue to pay the Rent to the Lessor during this 4 month period (or any lesser period of time as the Lessee requires to meet its obligations under this clause 11.4) at the same rate of the Rent (on a pro-rata basis) payable immediately before the Terminating Date.
- (c) This clause does not apply if the Lessee is to occupy the Premises under a Subsequent Lease.

## 12 GST

---

### 12.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

### 12.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration or the first part of the GST-exclusive consideration for the supply (as the case may be).

### 12.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under clause 12.2 if the payment is consideration for a taxable supply.

#### 12.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 12.2 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

#### 12.5 Lease to be a tax invoice

The parties agree that this Lease is intended to be a tax invoice which satisfies the requirements of section 29-70(1) of the GST Act.

#### 12.6 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

#### 12.7 When RCTI clauses apply

Clause 12.8 shall only become effective upon notice being provided by the Lessee, in its absolute discretion, to the Lessor.

#### 12.8 RCTI

For the purpose of satisfying the requirements of the GST legislation and any additional requirements as determined by the Commissioner of Taxation from time to time, the Lessor and the Lessee agree that:

- (a) the Lessee can issue recipient created tax invoices (and adjustment notes) in respect of the supply by the Lessor of the Lease of the Premises to the Lessee;
- (b) the Lessor must not issue a tax invoice (or adjustment notes) in respect of any supply by the Lessor to the Lessee under this Lease unless the Lessee notifies the Lessor that the Lessee will not be issuing a recipient created tax invoice for that supply;
- (c) the Lessee is registered for GST purposes. The Lessee must notify the Lessor if the Lessee ceases to be registered for GST purposes or ceases to satisfy the requirements for issuing recipient created tax invoices as set out in the GST legislation or as determined by the Commissioner of Taxation from time to time;
- (d) the Lessor is registered for GST purposes and has notified the Lessee of its ABN. The Lessor must notify the Lessee if the Lessor ceases to be registered for GST purposes or if it intends selling its business or otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement; and
- (e) the Lessee must issue the recipient created tax invoice to the Lessor and must retain a copy. The Lessee must issue the recipient created tax invoice within 28 days from the date the value of the relevant supply is determined.

#### 12.9 When RCTI clauses cease to apply

Clause 12.8 shall be effective from the date on which the Lessee issues a notice to the Lessor under clause 12.7 and continues until terminated by either party at any time by giving not less than 30 days' prior written notice to the other party.

#### 12.10 GST definitions

In this Lease:

- (a) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) have the meaning given in that Act, unless the context makes it clear that a different meaning is intended;

- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
- (c) in addition to the meaning given in the GST Act, the term 'GST' includes a notional liability for GST; and
- (d) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

## 13 Warranties

---

### 13.1 Lessee as trustee

- (a) The parties acknowledge and agree that:
  - (i) where the Lessee is a responsible entity or trustee of a trust, the Lessee enters into this Lease in that capacity and is bound by this Lease only in that capacity and in no other capacity;
  - (ii) the recourse of the Lessor to the Lessee in respect of any obligations and liabilities of the Lessee under or in connection with this Lease (whether that liability arises under a specific provision of this Lease, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the liability can be satisfied out of the assets of the trust out of which the Lessee is actually indemnified in respect of such obligations and liabilities;
  - (iii) the parties may not sue the Lessee in any capacity other than as responsible entity or trustee of the trust, including seeking the appointment of a receiver (except in relation to property of the Lessee), a liquidator, an administrator or any similar person to the Lessee or prove in any liquidation, administration or arrangement of or affecting the Lessee (except in relation to property of the Lessee); and
  - (iv) the provisions of this clause 13.1(a) do not apply to any obligation or liability of the Lessee in its capacity as trustee of the trust to the extent that it is not satisfied because under the trust deed of the trust or by operation of law there is a reduction in the extent of the Lessee's indemnification out of the assets of the trust as a result of fraud, negligence or breach of trust on the part of the Lessee.
- (b) As at the Commencement Date, the Lessee warrants to the Lessor that:
  - (i) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;
  - (ii) it is the only responsible entity or trustee of the relevant trust;
  - (iii) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
  - (iv) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
  - (v) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

### 13.2 Lessor as trustee

If the Lessor enters into this Lease as a responsible entity or trustee of a trust, as at the Commencement Date, the Lessor warrants to the Lessee that:

- (a) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;

- (b) it is the only responsible entity or trustee of the relevant trust;
- (c) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
- (d) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
- (e) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

## 14 Miscellaneous

---

### 14.1 Application of laws

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees that it does not require written notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act from the Lessee or any subtenant or licensee of the Lessee for access to the Facility and any activities related to the Permitted Use.
- (c) The Lessee must comply with all applicable laws in respect of the Lessee's use of the Premises and any requirements, notices or orders of a government authority or agency having jurisdiction in respect of the Lessee's use of the Premises.
- (d) The Lessor must comply with all applicable laws in relation to the Land and the Lessor's property on the Land.

### 14.2 Notices

- (a) Subject to clause 14.2(b), a notice, consent or other communication (**Notice**) under this Lease is only valid if it is in writing and addressed to the recipient (as per the address in the Reference Schedule, or as notified to the other party in writing from time to time) and either delivered by hand or sent by pre-paid mail (by airmail, if the recipient is overseas) to the recipient's address or sent by email to the recipient's email address or email addresses. Where more than one email address is specified, the Notice must be sent to all specified email addresses.
- (b) Notice may be given orally where expressly permitted by this Lease. A Notice given orally is deemed to be received at the time it is given.
- (c) A Notice is deemed received by email if delivered:
  - (i) by 5.00pm on a Business Day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
  - (ii) after 5.00pm on a Business Day or on a day that is not a Business Day – on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email.
- (d) Any Notice sent by mail is deemed to have been received within 7 Business Days after posting to a location within Australia or 10 Business Days after posting to a location outside Australia.
- (e) Any Notice delivered by hand is deemed to have been received at the time it is given.

---

**15 Right of first refusal**

---

**15.1 Lessor cannot sell or transfer Land**

During the Term (including any holding over period), the Lessor must not sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6) unless the Lessor complies with this clause 15.

**15.2 Lessor's Offer**

If the Lessor wants to sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6), the Lessor agrees to give the Lessee:

- (a) a notice specifying the Lessor's intention to sell or transfer and the price (exclusive of GST) that the Lessor is prepared to sell or transfer the Land and offering to sell or transfer the Land to the Lessee on those terms; and
- (b) a contract of sale for the Land (2 copies) which must be in the standard form of contract for the State, with particulars of sale completed (including the description of the Land, the purchase price, the deposit (being not greater than 10% of the purchase price) and the settlement date) and any other disclosure documents required by law in the State,

(Lessor's Offer).

**15.3 Acceptance of Lessor's Offer**

- (a) If the Lessee wants to accept the Lessor's Offer, the Lessee must, within 20 Business Days after it receives the notice and documents under clause 15.2, sign the contract and return the signed contract of sale and a cheque for the deposit to the Lessor.
- (b) If the Lessee complies with clause 15.3(a), the parties will have entered into a binding contract for the sale or transfer of the Land.
- (c) The Lessor must sign and return one copy of the contract of sale to the Lessee within 10 Business Days after receiving the contract of sale under clause 15.3(a).

**15.4 If Lessee does not accept Lessor's Offer**

If the Lessee does not accept the Lessor's Offer, the Lessor may sell or transfer the Land to any other person provided that any sale or transfer cannot be:

- (a) for a purchase price less than the price specified in the Lessor's Offer; or
- (b) on more favourable terms than those specified in the Lessor's Offer.

**15.5 Period to sell**

If the Lessor has not entered into a binding contract of sale for the Land within 12 months after the Lessor's Offer is given to the Lessee and the Lessor wants to sell or transfer its interest in the Land to any other person, the Lessor agrees to comply again with this clause 15 before selling or transferring its interest in the Land.

**15.6 Public auction**

Despite anything to the contrary in this clause 15, the Lessor may seek to sell the Land by way of a public auction if:

- (a) the Lessor advertises the auction in newspapers and other publications in the locality of the Land; and
- (b) the Lessor gives at least 20 Business Days prior notice of the auction to the Lessee.

**15.7 Right binds successors**

This clause 15 binds the successors in title and the assigns of the Lessor and the Lessee.

**16 No Fetter**

---

- (a) The Lessee acknowledges that the Lessor is a Government Agency with statutory rights and obligations.
- (b) Nothing in this Lease shall be construed as requiring the Lessor (in its capacity as a Government Agency) to do anything that would cause it to be in breach of any of its obligations at law.
- (c) No provision of this Lease is to be construed or to operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency.
- (d) If any provision of this Lease would, or could likely, operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency, then that provision is, to the extent necessary for it not to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency:
  - (i) to be read down, if possible; or
  - (ii) severed from this Lease.

**17 Land Tax**

---

In the event that the Lessee (by virtue of its occupation of the Land) is assessed as having a land tax liability under section 21C of the *Land Tax Management Act 1956*, the Lessee will comply with its statutory obligations to pay such a liability (reserving its right to object to any assessment in accordance with Part 3 and appeal in accordance with Part 4 of the *Land Tax Management Act 1956*).

**18 Work Health and Safety**

---

- (a) The Lessee must comply with:
  - (i) the *Work Health and Safety Act 2011* (Cth); and
  - (ii) the *Work Health and Safety Regulations 2011* (Cth).
- (b) Without limiting any of the Lessee's obligations under this Lease, in the event that the Lessee undertakes construction work at the Premises that is considered to be a 'construction project' for the purposes of regulation 292 of the *Work Health and Safety Regulations 2011* (Cth), then the Lessee must fulfil the obligations of the principal contractor for the purposes of that construction project as prescribed by parts 6.3 and 6.4 of the *Work Health and Safety Regulations 2011* (Cth).

**19 Unexpected Heritage Items**

---

**19.1 Definitions**

In this clause 19:

- (a) **Aboriginal Objects** has the same meaning given in the *National Park and Wildlife Act 1974* (NSW) which includes stone tool artefacts, shell middens, axe grinding grooves, pigment or engraved rock art, burials and scarred trees.

- (b) **Archaeological Assessment** means a method of data collection for Aboriginal heritage assessment involving a survey team walking over the Burdened Lot in a systematic way, recording information about how and where the assessment is conducted, recording information about the landscape and recording any archaeological sites or materials that are visible on the land surface. The activities undertaken by an assessment team do not involve invasive or destructive procedures, and are limited to note taking, photography and making other records of the landscape and archaeological sites (e.g. sketching maps or archaeological features).
- (c) **Archaeologist** means a professional consultant who provides heritage and archaeological advice and technical services (such as reports, heritage approval and documentation).
- (d) **Historic Heritage Items** include archaeological Relics as well as other historic items that are not considered to be Relics, but are instead works, buildings, structures or movable objects e.g. culverts, historic road formations, historic pavements, buried roads, retaining walls, cisterns, fences, sheds, buildings and conduits. Although an approval under the *Heritage Act 1977* (NSW) may not be required to disturb these items, their discovery must be managed in accordance with the Lessor's policies, plans procedures.
- (e) **Human Skeletal Remains** means either an Aboriginal object or non- Aboriginal relic and considered to be archaeological when the time elapsed since death is suspected of being 100 years or more.
- (f) **Relic** means any deposit, artefact, object or material evidence that relates to the settlement of the area that comprises New South Wales, not being Aboriginal settlement, and is of State or local heritage significance.
- (g) **Unexpected Heritage Item** means any unanticipated discovery of an actual or potential heritage item, for which the Lessee or the Lessee's contractor undertaking any new underground works (whether or not on behalf of the Lessor) does not have approval to disturb or does not have a safeguard in place to manage the disturbance, and categorised as:
  - (i) Aboriginal Objects;
  - (ii) Historic (non-Aboriginal) Heritage Items (**Historic Heritage Items**); or
  - (iii) Human Skeletal Remains.

## 19.2 Archaeological Assessment and Unexpected Heritage Finds

Despite any other provision to the contrary in this Lease:

- (a) Prior to the commencement of any new underground works by the Lessee pursuant to other provisions in this Lease, the Lessee must at its own cost:
  - (i) obtain an Archaeological Assessment (prepared by an Archaeologist) of the Premises;
  - (ii) provide a copy of the Archaeological Assessment to the Lessor; and
  - (iii) comply with all reasonable requirements and directions of the Lessor having regard to:
    - (A) the contents of the Archaeological Assessment;
    - (B) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of heritage items (e.g. Aboriginal Objects, Historic Heritage Items or Human Skeletal Remains); and
    - (C) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not commence such new underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(a)(iii).

- (b) If during such new underground works, the Lessee or its employee, agent, licensee and contractor discovers something that could be an Unexpected Heritage Item, the Lessee must at its cost immediately stop such new underground works in the immediate area and:
  - (i) establish a "safe zone" around the Unexpected Heritage Item;
  - (ii) without delay, inform the Lessee's Archaeologist and Lessor (who will inspect, document and photograph the Unexpected Heritage Item); and
  - (iii) comply with all reasonable requirements and directions of the Lessee's Archaeologist and the Lessor having regards to:
    - (A) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of Unexpected Heritage Finds; and
    - (B) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not recommence such underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(b)(iii).

### 19.3 Release

The Lessee releases the Lessor from and any claims and liability arising under, in connection with, or as a result of this clause 19 subject to clause 9.5.

### 19.4 No merger

This clause 19 will not merge on the expiry or earlier termination of this Lease.

### 19.5 No application

- (a) This clause 19 will not apply to
  - (i) any or overground works; and
  - (ii) underground works undertaken to maintain or replace any
    - (A) Equipment; or
    - (B) existing cabling

## 20 Electronic Execution

---

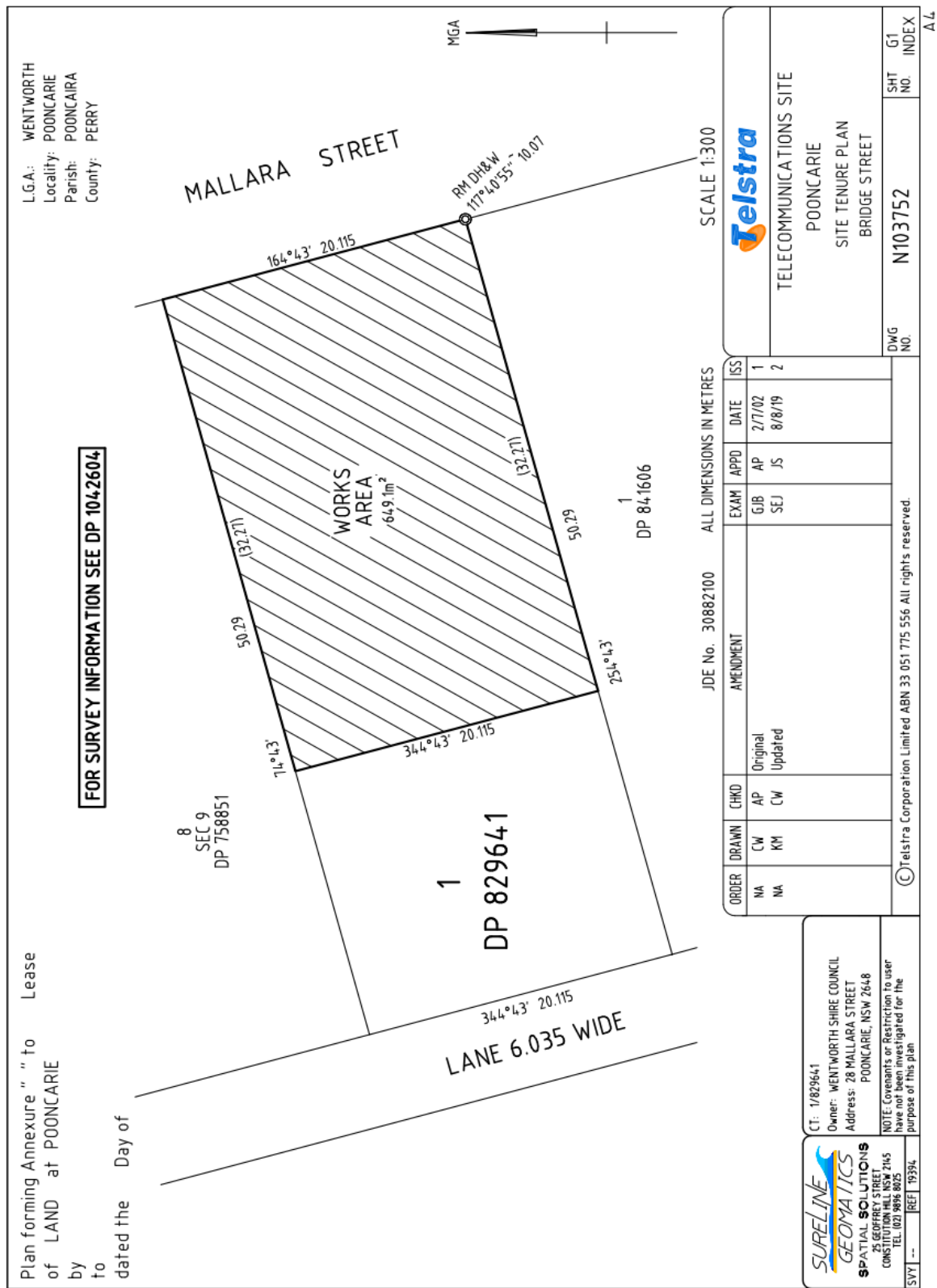
- (a) The parties agree that a party may sign this document electronically. For clarity, all parties may sign this document electronically.
- (b) If one or more parties electronically sign this document, by doing so they will:
  - (i) bind themselves to this document; and
  - (ii) such electronic signing will satisfy requirements under the *Corporations Act 2001* (Cth) and *Real Property Act 1900* (NSW) and *Electronic Transactions Act 2000* (NSW); and



- (iii) satisfy any other requirements for this document to be in writing and signed by those parties.
- (c) If one or more parties intend to sign this document physically, they may do so at any time, so long as the final copy contains the signatures (which may be electronic signatures) of all parties to the document.
- (d) A fully executed original of this document must include the signatures of all parties to this document in accordance with clause 20(e).
- (e) For this clause 20, a **signature** means the execution of this document by a party that complies with all applicable Laws where:
  - (i) If electronic, a document containing such signatures may be printed for subsequent wet-ink execution by another party; or
  - (ii) If wet-ink, it may be signed in any number of sets of copies for subsequent electronic or wet-ink execution by another party.

DocuSigned by:  
*Wai Fan Stella Tung*  
A835ABB412CD4CB...  
14-Aug-23 | 10:33:53 ACST

## Schedule 1 – Premises Plan

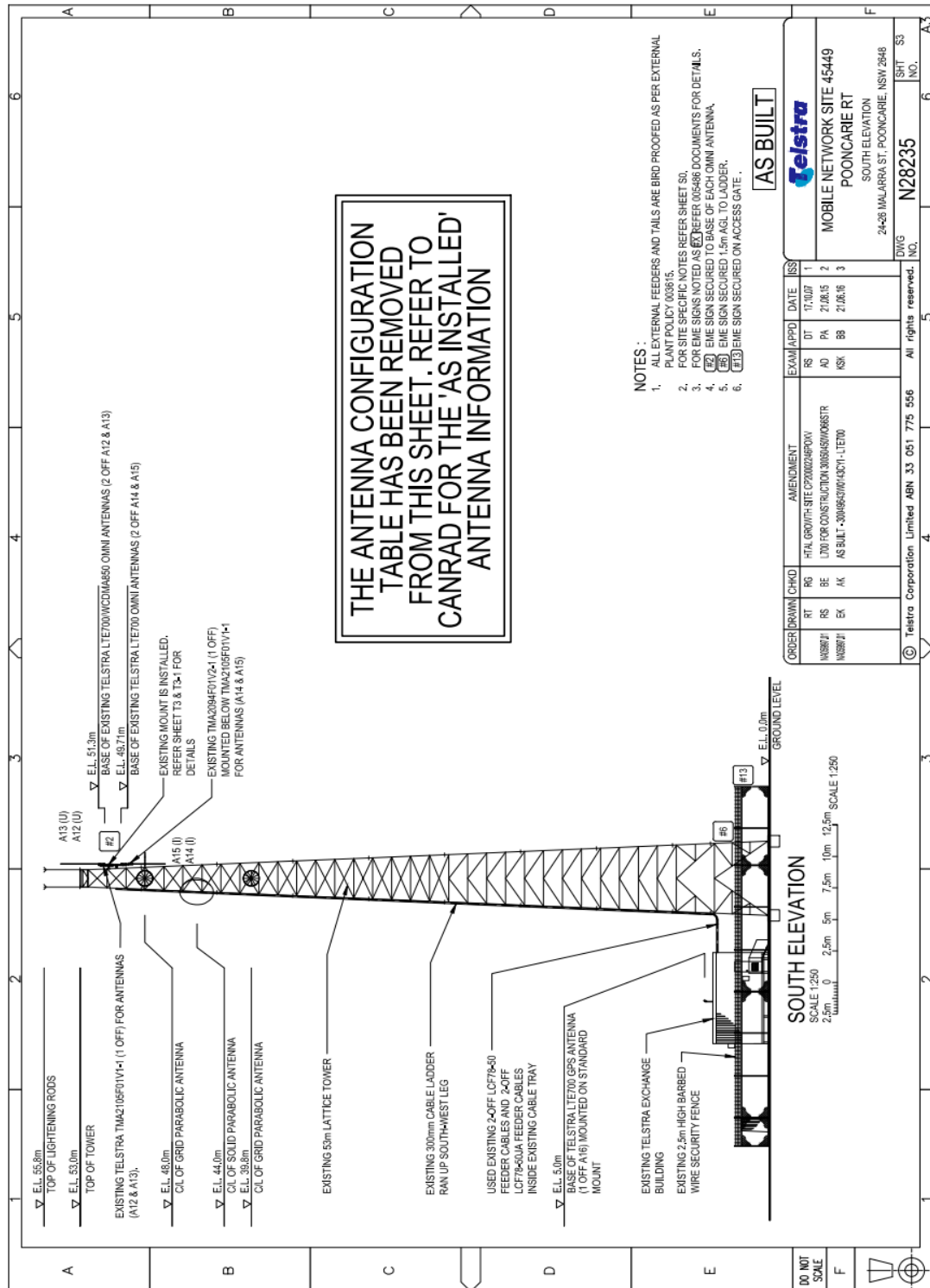


DocuSigned by:

Wai Pan Stella Tung | 14-Aug-23 | 10:33:53 ACST

A835ABB412CD4CB...

## Schedule 2 – Site Elevation Plan



DocuSigned by:


Wai Fan Stella Tung

14-Aug-23 | 10:33:11

A835ABB412CD4CB...

**Schedule 3— Signing page****Executed** as a deed**Executed by Lessee**

Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of **Amplitel Pty Limited** under Power of Attorney registered book **4789** No. **977** by the party's Attorney who states that no notice of revocation of the Power of Attorney has been received in the presence of:

DocuSigned by:  
 14-Aug-23 | 10:33:58 ACST  
 F8614BB2181C42B...

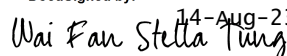
Signature of witness

Claudia Raschella

Name of witness

Level 7, 19 Gouger Street Adelaide SA

Address of witness

DocuSigned by:  
 14-Aug-23 | 10:33:53 ACST  
 A835ABB412CD4CB...

Signature of Attorney

Wai Fan Stella Tung

Name of Attorney

**Executed by Lessor**

The Common seal of

**WENTWORTH SHIRE COUNCIL** was

affixed this \_\_\_\_\_.

In accordance with a resolution of Council at its meeting  
 of

\_\_\_\_\_

**MAYOR**

\_\_\_\_\_

**COUNCILLOR**

\_\_\_\_\_

**GENERAL MANAGER**



# **LAND LEASE**

## **(New South Wales)**

**Property: 28 Mallara Street Pooncarie NSW 2648  
(Pooncarie Exchange and RT (NSW))**

**Wentworth Shire Council**  
**ABN 96 283 886 815**

**Amplitel Pty Limited**  
**ACN 648 133 073**

Form: 07L  
Edition: 4.5

**LEASE**  
**New South Wales**  
**Real Property Act 1900**

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Revenue NSW use only

**(A) TORRENS TITLE**

Property leased

Part Folio Identifier 1/829641 being that part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1

**(B) LODGED BY**Document  
Collection  
Box

1W

Name, Address or DX, Telephone and Customer Account Number if any

Thomson Geer Lawyers  
Level 14, 60 Martin Place  
SYDNEY NSW 2000  
Email: abanerjee@tglaw.com.au

Reference: AB:MJL: 5084987

**CODE****L****(C) LESSOR****WENTWORTH SHIRE COUNCIL** ABN 96 283 886 815

The lessor leases to the lessee the property referred to above.

**(D)**

Encumbrances (if applicable): Not Applicable.

**(E) LESSEE****AMPLITEL PTY LIMITED** ACN 648 133 073**(F)****TENANCY:****G) 1. TERM: FIVE (5) YEARS****2. COMMENCING DATE: 1 JULY 2036****3. TERMINATING DATE: 31 AUGUST 2041****4. With three OPTIONS TO RENEW for a period of N.A. set out in N.A.****5. With an OPTION TO PURCHASE set out in N.A. of N.A.****6. Together with and reserving the RIGHTS set out in clause N.A. of N.A.****7. Incorporates the provisions or additional material set out in ANNEXURE A hereto.****8. Incorporates the provisions set out in N.A. No. N.A.****9. The RENT is set out in ITEM No. 8 of the REFERENCE SCHEDULE to ANNEXURE A.**

DocuSigned by:

Wai Fan Stella Tung

A835ABB412CD4CB...

14-Aug-23 | 10:33:53 ACS1708

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 27

DATE:

H) SEE EXECUTION ON PAGE 27 OF ANNEXURE A.

## I) STATUTORY DECLARATION \*

I \_\_\_\_\_

solemnly and sincerely declare that:

- 1 the time for the exercise of the option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
- 2 the lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of \_\_\_\_\_ on \_\_\_\_\_

in the presence of \_\_\_\_\_ of \_\_\_\_\_,

☐ Justice of the Peace (J.P. Number: \_\_\_\_\_) ☐ Practising Solicitor☐ Other qualified witness: \_\_\_\_\_,

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was \_\_\_\_\_ [Omit ID No.].

Signature of witness: \_\_\_\_\_ Signature of applicant: \_\_\_\_\_

\* As the services of a qualified witness cannot be provided at lodgement, the declaration should be signed and witnessed prior to lodgement. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

## Annexure A to Lease of Land dated

### Parties:

**Wentworth Shire Council** ABN 96 283 886 815 (**Lessor**)

and

**Amplitel Pty Limited** ACN 648 133 073 (**Lessee**)

DocuSigned by:  
  
A835ABB412CD4CB...  
14-Aug-23 | 10:33:53 ACST



## Table of contents

<b>Reference Schedule.....</b>	<b>6</b>
<b>1 Interpretations .....</b>	<b>7</b>
1.1 Definitions .....	7
1.2 Rules for interpreting this Lease .....	8
<b>2 Term of Lease .....</b>	<b>9</b>
2.1 Term.....	9
2.2 Holding Over .....	9
<b>3 Payments .....</b>	<b>10</b>
3.1 Rent and rent review.....	10
3.2 Rates and taxes .....	10
3.3 Costs of Lease.....	10
<b>4 Equipment.....</b>	<b>10</b>
<b>5 Use .....</b>	<b>10</b>
5.1 Use of Premises and Land .....	10
5.2 Condition of Premises.....	11
5.3 Permits and approvals .....	11
<b>6 Electricity and other services .....</b>	<b>11</b>
<b>7 Access.....</b>	<b>12</b>
7.1 Access .....	12
7.2 Security .....	12
7.3 Access track and/or power connection .....	12
<b>8 Assignment and subletting.....</b>	<b>12</b>
<b>9 Insurance and indemnity .....</b>	<b>13</b>
9.1 Property Insurance .....	13
9.2 Public Liability Insurance .....	13
9.3 Indemnity and liability .....	13
9.4 Lessee's risk .....	13
9.5 Release of Lessor: .....	13
<b>10 Lessor's covenants .....</b>	<b>14</b>
10.1 Quiet enjoyment.....	14
10.2 Condition of Land.....	14
10.3 No damage .....	14
10.4 Safety and security procedures .....	14
10.5 Other occupiers .....	14
10.6 Consents.....	14
10.7 Contamination.....	14
10.8 Events affecting Land .....	15
10.9 Granting of easements and rights .....	15
<b>11 Default and termination.....</b>	<b>15</b>
11.1 Default and re-entry .....	15
11.2 Early surrender .....	15
11.3 Subsequent Leases .....	16
11.4 Reinstatement and make good.....	16
<b>12 GST.....</b>	<b>16</b>
12.1 Recovery of GST .....	16
12.2 Time for payment of GST amount .....	16
12.3 Indemnity and reimbursement payments .....	16
12.4 Adjustment events .....	17
12.5 Lease to be a tax invoice .....	17

12.6	Change in the GST law.....	17
12.7	When RCTI clauses apply .....	17
12.8	RCTI.....	17
12.9	When RCTI clauses cease to apply .....	17
12.10	GST definitions .....	17
<b>13</b>	<b>Warranties.....</b>	<b>18</b>
13.1	Lessee as trustee .....	18
13.2	Lessor as trustee .....	18
<b>14</b>	<b>Miscellaneous.....</b>	<b>19</b>
14.1	Application of laws .....	19
14.2	Notices .....	19
<b>15</b>	<b>Right of first refusal .....</b>	<b>20</b>
15.1	Lessor cannot sell or transfer Land .....	20
15.2	Lessor's Offer.....	20
15.3	Acceptance of Lessor's Offer.....	20
15.4	If Lessee does not accept Lessor's Offer .....	20
15.5	Period to sell .....	20
15.6	Public auction .....	20
15.7	Right binds successors.....	21
<b>16</b>	<b>No Fetter .....</b>	<b>21</b>
<b>17</b>	<b>Land Tax .....</b>	<b>21</b>
<b>18</b>	<b>Work Health and Safety.....</b>	<b>21</b>
<b>19</b>	<b>Unexpected Heritage Items.....</b>	<b>21</b>
19.1	Definitions .....	21
19.2	Archaeological Assessment and Unexpected Heritage Finds .....	22
19.3	Release.....	23
19.4	No merger.....	23
19.5	No application .....	23
<b>20</b>	<b>Electronic Execution .....</b>	<b>23</b>
	<b>Schedule 1 – Premises Plan.....</b>	<b>25</b>
	<b>Schedule 2 – Site Elevation Plan .....</b>	<b>26</b>
	<b>Schedule 3 – Signing page.....</b>	<b>27</b>

## Reference Schedule

Item 1	Lessor:	<p>Name: <b>Wentworth Shire Council ABN 96 283 886 815</b></p> <p>Address: 26-28 Adelaide Street, Wentworth NSW 2648</p> <p>Tel: 03 5027 5027</p> <p>Email: simon.rule@wentworth.nsw.gov.au</p>
Item 2	Lessee:	<p>Name: <b>Amplitel Pty Limited</b> as trustee for the <b>Towers Business Operating Trust</b></p> <p>ACN: 648 133 073</p> <p>ABN: 75 357 171 746</p> <p>Address: c/- JLL 242 Exhibition Street MELBOURNE VIC 3000</p> <p>Email: Telstra.Notices@ap.jll.com; and F0901953@team.telstra.com</p>
Item 3	Premises:	<p>That part of the Land hatched and marked 'WORKS AREA' on the plan annexed to this Lease in Schedule 1 and situated at 28 Mallara Street, Pooncarie NSW 2648</p> <p>For Lessee reference purposes only: JDE: 30882100 Tenure ID: 56918 Node Manager Address ID: 45449 RFNSA Number: 2648001</p>
Item 4	Land:	Lot 1 in Deposited Plan 829641
Item 5	Term:	Five (5) years, commencing on the Commencement Date
Item 6	Commencement Date:	1 September 2036
Item 7	Terminating Date:	31 August 2041
Item 8	Rent:	\$6,453.10 per annum (exclusive of GST), subject to clause 3.1
Item 9	Payment of Rent:	Yearly in advance by way of electronic funds transfer commencing on the Commencement Date and thereafter on each anniversary of the Commencement Date
Item 10	Permitted Use:	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes on the Premises and the Land in accordance with this Lease and the Requirements.
Item 11	Review of Rent:	The Rent is to be increased on each Review Date by 3.0% during the Term and any Further Terms.

## 1 Interpretations

---

### 1.1 Definitions

The following words have these meaning in this Lease unless the contrary intention is shown:

**Act** means the *Telecommunications Act 1997* (Cth).

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the State.

**Carrier** has the same meaning as is contained in the Act and includes a party acting in reliance upon a nominated carrier declaration made under Part 3 of the Act.

**Commencement Date** means the date specified in Item 6.

**Consumer Price Index** means the All Groups CPI: Australia Consumer Price Index as currently published by the Australian Bureau of Statistics.

**Current CPI** means the Consumer Price Index number for the quarter ending immediately before the relevant Review Date.

**Emergency** means circumstances where access must be provided without delay to protect the Facility, the health or safety of persons, the environment, property or maintenance of an adequate level of service.

**Facility** means any equipment, equipment housing, tower/pole/mast (or similar), antennas, associated ancillary equipment and/or any other fixtures, fittings, structures and cabling as altered or upgraded terms of this Lease belonging to or brought onto the Premises by the Lessee, any Related Body Corporate of the Lessee and any subtenant or licensee of the Lessee (as the case may be).

**Financial Year** means the 12 months period ending on 30 June in each year.

**Government Agency** means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**Item** means an item in the Reference Schedule.

**Land** means the Land described in Item 4.

**Lease** means this lease and any equitable lease or common law tenancy evidenced by this lease.

**Lessee** means the party named in Item 2.

**Lessor** means the party named in Item 1.

**Liability Cap** means:

- (a) for the Financial Year ending 30 June 2022, \$20 million; and
- (b) for each subsequent Financial Year in the Term, the amount of the Liability Cap for the previous Financial Year multiplied by the Current CPI and divided by the Previous CPI.

**Network** means the passive infrastructure of the Lessee (or any Related Body Corporate of the Lessee) for use in connection with a communications network.

**Permitted Mortgage** means a mortgage of the Land granted to an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

**Permitted Mortgagee** means the mortgagee from time to time under a Permitted Mortgage.

**Permitted Use** means the use specified in Item 10.

**Premises** means the premises leased to the Lessee as described in Item 3.

**Previous CPI** means the Consumer Price Index number for the quarter ending immediately before the last Review Date (or, if there has not been one, the Commencement Date).

**PPS Security Interest** means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth).

**Reference Schedule** means the Reference Schedule to this Lease.

**Related Body Corporate** means a related body corporate or a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity, as each of those terms are defined in the *Corporations Act 2001* (Cth).

**Rent** means the amount specified in Item 8, as varied on any Review Date under this Lease.

**Requirements** means applicable legislation, by-laws, policies, industry standards or codes, community obligations and technical requirements.

**Review Date** means each anniversary of the Commencement Date during the Term and any Further Terms.

**Security Interest** means:

- (a) a PPS Security Interest;
- (b) any other mortgage, pledge, lien or charge; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or that gives a creditor priority over unsecured creditors in relation to any property.

**Subsequent Lease** means any lease between the Lessor and the Lessee of the Premises for a period of time commencing after the Terminating Date.

**State** means the State or Territory of Australia in which the Premises is situated.

**Term** means the term of this Lease as specified in Item 5 which begins on the Commencement Date and ends on the Terminating Date.

**Terminating Date** means the date specified in Item 7, except where this Lease is terminated early in which case the date of earlier termination is the Terminating Date.

## 1.2 Rules for interpreting this Lease

Unless the context otherwise requires:

- (a) A singular word includes the plural, and vice versa.
- (b) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.
- (c) Words of inclusion or example are not words of limitation.
- (d) Headings are for convenience only, and do not affect interpretation.
- (e) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease.

- (f) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (g) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes an executor, an administrator, a permitted substitute or a permitted assign of that party and where the party is a corporation, includes the corporation, its successors and assigns;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (h) Unless the context otherwise requires, the terms installation and maintenance where they are used in this Lease have the same meanings and include the same activities as are provided under the Act.
- (i) Where a party consists of two or more persons or a term is used in this Lease to refer to more than one party an obligation of those persons is joint and several and a right of those persons is held by each of them severally.
- (j) Any right given to the Lessor or the Lessee (as the case may be) may where the context so permits be exercised by that party's employees, agents, contractors, subtenants, licensees or others authorised (expressly or implicitly) by that party.
- (k) Any obligation on the Lessor or the Lessee (as the case may be) will where the context so permits extend to the actions of that party or that party's authorised employees, agents, contractors, subtenants, licensees, invitees or others claiming under or through that party.
- (l) Unless this Lease expressly states otherwise, any party responding to a request for consent or approval must not unreasonably withhold or delay its response or impose any conditions inconsistent with the terms of this Lease. If withholding consent or approval, the responding party must give written reasons with its response.
- (m) Sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

## 2 Term of Lease

---

### 2.1 Term

The Lessor leases the Premises to the Lessee for the Term and for the Permitted Use.

### 2.2 Holding Over

If the Lessee occupies the Premises after the Terminating Date without demand for possession by the Lessor, then the Lessee occupies the Premises under a yearly tenancy on the same terms as this Lease, so far as they can be applied to a yearly tenancy. Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other party.

---

### 3 Payments

---

#### 3.1 Rent and rent review

- (a) The Lessee must pay the Rent in accordance with Item 9 to an account in Australia nominated by the Lessor. The Lessor may nominate another account in Australia into which the Rent must be paid upon giving at least 20 Business Days' notice to the Lessee.
- (b) The Rent is to be reviewed on each Review Date in accordance with Item 11.

#### 3.2 Rates and taxes

The Rent is a gross amount and the Lessee is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land (including the Premises), subject to charges (if any) which this Lease expressly requires the Lessee to pay. The Lessor must pay all rates, taxes and outgoings on or before the payment date which are charged to, assessed against or relate to the Land (including the Premises).

#### 3.3 Costs of Lease

- (a) Each party must bear their own legal fees and disbursements for the preparation, negotiation and execution of this Lease. If stamp duty or registration fees are payable on this Lease, the Lessee will pay the applicable stamp duty or registration fees.
- (b) The Lessee must pay the Lessor's reasonable legal costs and disbursements in connection with any dealing initiated by the Lessee to which the Lessor is, or is intended to be a party.
- (c) The Lessee must prepare any plans required for this Lease and must pay all costs associated with preparation of such plans.

---

### 4 Equipment

---

- (a) The Lessor grants a licence to the Lessee, its subtenants and licensees to install, maintain, repair, renew and use cabling on the Land to and from the Facility as is necessary for the Permitted Use. The Lessee must comply with the reasonable requirements of the Lessor in relation to such installation, maintenance, repair, renewal and use.
- (b) Subject to the express terms of this Lease, the Facility remains at all times the property of the Lessee, its subtenants and licensees (as the case may be), even if it becomes attached to the Land.

---

### 5 Use

---

#### 5.1 Use of Premises and Land

- (a) The Lessee may only use the Premises for the Permitted Use.
- (b) The Lessor grants a licence to the Lessee, its subtenants and licensees to use so much of the Land adjacent to or adjoining the Facility as is reasonably required for the Permitted Use. After using the adjacent or adjoining Land, the Lessee must restore the surface to that part of the Land used to as near as practicably possible its state prior to use by the Lessee, its subtenants and licensees.
- (c) The Lessee is not required to carry out any capital or structural works to the Land unless such works are required by the Lessee for the installation or maintenance of the Facility or the works are as a result of the Lessee's negligence or a breach of this Lease.

- (d) The Lessee, its subtenants and licensees may install signage around the Premises and the Facility for the purposes of complying with applicable laws.
- (e) The Lessor grants to the Lessee, its subtenants and licensees the right to use so much of the adjoining or adjacent land as is reasonably required for the purpose of installing and maintaining guy anchors (if needed) to support the Lessee's structure on the Premises and running guy wires from those guy anchors on the adjoining or adjacent land to the Lessee's structure on the Premises. The Lessor must not use or interfere with the Lessee's guy anchors or guy wires. The provisions of clause 9.3 apply to the exercise by the Lessee of its rights under this clause.
- (f) The Lessee must comply with any rules of the Lessor applicable from time to time in relation to the use of the Premises, to the extent those rules does not conflict with this Lease.

## 5.2 Condition of Premises

Subject to clause 5.1(c), the Lessee will keep the Premises in good repair and condition (having regard to the condition of the Premises as at the date on which the Lessee or its Related Body Corporate first came into possession of the Premises excluding fair wear and tear and any damage caused by fire, flood, lightning, storm, war or act of God).

## 5.3 Permits and approvals

Subject to clause 16, the Lessor:

- (a) authorises the Lessee, at the Lessee's cost, to make applications to any relevant government authority or agency for any necessary permits, consents and approvals for the development, construction and use of the Facility and to exercise and procure (in the Lessee's discretion) every right of appeal arising from a determination or failure to determine such application; and
- (b) must sign all documentation and provide all assistance reasonably required by the Lessee or any person nominated by the Lessee to obtain the permits, consents and approvals referred to in clause 5.3(a).

## 6 Electricity and other services

- (a) The Lessor must permit the Lessee, at the Lessee's cost, to install electricity and other services on the Land to and from the Facility. The Lessee may use, install, repair, maintain, replace and remove any services to the Facility at any time, provided that the Lessee complies with the Lessor's reasonable requirements and directions in relation to such installation, replacement and removal.
- (b) The supply of electricity must be made through a dedicated usage meter (either by separate meter or check meter), installed by the Lessee at its own cost, so that the Lessee is directly accountable for any electricity that it uses on the Premises.
- (c) Where the Lessee installs separate electricity metering, the Lessee must pay to the supplier all charges for the separately metered electricity used by the Lessee. Where the Lessee installs a check meter, the Lessee will reimburse the Lessor the actual cost of the electricity it uses on the Premises as recorded by the check meter within 30 Business Days of receipt of a tax invoice from the Lessor.
- (d) The Lessor agrees that the Lessee may transfer ownership of some or all of the electricity cables to a third party electricity supplier for the supply of electricity to the Facility.
- (e) Where reasonably requested by the Lessee, the Lessor must grant an easement for electricity purposes over part of the Land on the easement terms that may be required by the electricity supplier. Without limiting any of the Lessee's obligations under clause 3.3, the Lessee must pay the Lessor's reasonable costs (including legal fees and disbursements) incurred by the Lessor in relation to such easement.



- (f) The Lessor agrees that the electricity supplier may enter the Land from the Commencement Date for the purposes of installing, repairing, maintaining, upgrading, replacing and removing any electricity infrastructure.
- (g) At the expiry of early termination of this Lease, the Lessee must comply with the Lessor's reasonable directions in relation to removal of all services installed by or on behalf of the Lessee on the Land and make good the Land in accordance with clause 11.4.

## 7 Access

---

### 7.1 Access

The Lessor grants a licence to the Lessee, its subtenants and licensees over the Land to have access to and from the Premises (including the Facility) at all times, subject to clause 7.3.

### 7.2 Security

- (a) Subject to clause 7.2(b), the Lessee will comply with reasonable security arrangements and access protocols as previously notified to it by the Lessor. The Lessor will notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number).
- (b) Where the Lessee does not have direct access to the Land, Premises and the Facility and there is an Emergency, the Lessor must arrange for the Lessee, its subtenants and licensees to have access to the Land, Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 7.2(a). The Lessee may give this notice in person or by telephone.
- (c) The Lessee will reimburse to the Lessor the reasonable security expenses incurred by the Lessor in providing access during an Emergency within 20 Business Days of receipt of a tax invoice from the Lessor.

### 7.3 Access track and/or power connection

If the Lessee installs at its cost any access track or power connection, then any other person (except the Lessor) who wishes to utilise the access track or power connection must share in the cost of any upgrade and maintenance of the access track or power connection as apportioned by the Lessee (and in consultation with the Lessor acting reasonably), taking into account the extent of the use of the access track or the power connection by other users.

## 8 Assignment and subletting

---

- (a) The Lessee must not assign this Lease or sublet the whole of the Premises without the consent of the Lessor, except to:
  - (i) a Related Body Corporate of the Lessee;
  - (ii) a Carrier; or
  - (iii) any entity (or a Related Body Corporate of that entity) that is acquiring the Network,
 in which case the consent of the Lessor is not required to the assignment or sublease.
- (b) The Lessee may grant a sublease of part of the Premises or a licence of the whole Premises or any part of the Premises to any person at any time.
- (c) In the event of an assignment of this Lease by the Lessee, the Lessee releases the Lessor from all obligations and liabilities under this Lease from the date of assignment of this Lease, but without prejudice to any prior claim or remedy which either party may have against the other party. The Lessee will not be released from its obligations.

- (d) If this Lease assigned pursuant to this clause 8, any Subsequent Lease is also assigned to the same assignee.
- (e) For the avoidance of doubt, and for the purposes of this clause 8, a reference to:
  - (i) this 'Lease' includes any licence rights granted to the Lessee in this Lease and any rights which are appurtenant or ancillary to this Lease; and
  - (ii) the 'Premises' includes any areas over which the Lessee holds licence, appurtenant or ancillary rights.

## **9 Insurance and indemnity**

---

### **9.1 Property Insurance**

The Lessee agrees to maintain all risks property insurance with a reputable insurer at all times in relation to the Premises.

### **9.2 Public Liability Insurance**

- (a) The Lessee agrees to maintain public liability insurance with a reputable insurer registered with the Australian Prudential Regulation Authority (acceptable to the Lessor acting reasonably) for at least \$20 million for a single event at all times in relation to the Premises and the Lessee will include the Lessor as an insured to the extent of the Lessee's liability under this Lease.
- (b) If requested in writing by the Lessor (no more than once in a 12 month period), the Lessee will provide the Lessor with a certificate of currency confirming the Lessee's insurance as specified in this clause 9.2.

### **9.3 Indemnity and liability**

- (a) The Lessee will indemnify the Lessor for any liability, loss, damage, cost or expense incurred or suffered by the Lessor which is caused or contributed (to the extent of the contribution) by the Lessee's act, negligence, breach of this Lease, or otherwise incurred or suffered in connection with the use or occupation of the Premises by the Lessee.
- (b) The liability of the Lessee under this Lease (including under the indemnity provided by the Lessee under clause 9.3(a)) will not exceed the Liability Cap in any Financial Year.
- (c) The liability of the Lessee under this clause 9.3 must be reduced proportionately to the extent that the Lessor's negligence or breach of this Lease caused or contributed to the liability.
- (d) In defending or responding to any claim under this clause 9.3, the Lessor must act reasonably and consult in good faith with the Lessee.
- (e) The Lessor must not settle any claim under this clause 9.3 without obtaining the prior consent of the Lessee. The Lessor must take reasonable steps to mitigate any liability, loss, damage, cost or expense including taking reasonable court action to defend any claim, action or demand made against the Lessor.

### **9.4 Lessee's risk**

- (a) The Lessee occupies the Premises and carries out any work referred to in this Lease at the Lessee's own risk.
- (b) If the Lessee is obliged to do anything under this Lease, it does so at its own risk.

### **9.5 Release of Lessor:**

To the fullest extent permitted by law, the Lessee releases the Lessor from:

- (a) any claim, action, damage, loss, liability, cost or expense which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises, except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors; and
- (b) any liability for damage to the Facility except to the extent that the claim, action, damage, loss, liability, cost or expense is caused or contributed to by the act, omission, negligence or default of the Lessor or any of the Lessor's officers, employees, agents or contractors.

## **10 Lessor's covenants**

---

### **10.1 Quiet enjoyment**

The Lessee is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use on the Land without any interruption by the Lessor or any person lawfully claiming through the Lessor.

### **10.2 Condition of Land**

To the extent that is reasonably required to provide access to the Premises, the Lessor must repair, maintain and keep in good and substantial repair the Land excepting the Premises (including all fixtures and fittings of the Lessor, if any), subject always to the obligations of the Lessee under this Lease.

### **10.3 No damage**

The Lessor must not damage, tamper with or interfere with the Facility or its operation.

### **10.4 Safety and security procedures**

The Lessor must comply with the Lessee's safety and security procedures and signage in respect of the Premises and the Facility to the extent that the Lessor has been made aware of such procedures.

### **10.5 Other occupiers**

- (a) Where the Lessor proposes to grant rights of occupancy on the Land to other occupiers and those rights include the right to operate radio communications and/or telecommunications equipment on the Land, then the Lessor must first promptly give notice and obtain the Lessee's consent to the proposal (such consent not to be unreasonably withheld).
- (b) If the Lessee establishes that changes to other occupiers' facilities after the initial installation of the facility by the other occupier has caused interference with the Facility, the Lessor must, immediately upon receipt of notice from the Lessee, take reasonable steps to arrange for the other occupier to modify its facility so that it no longer interferes with the Facility.

### **10.6 Consents**

If the Land is subject to a mortgage, the Lessor must obtain consent to this Lease from the mortgagee and the Lessee must pay the mortgagee's reasonable consent costs.

### **10.7 Contamination**

The Lessor warrants to the best of its knowledge that, as at the Commencement Date of the Lease to the Lessee's Related Body Corporate Telstra Corporation Limited ACN 051 775 556 commencing 1 July 2016, the Premises did not contain contamination or substances hazardous to health or safety.

**10.8 Events affecting Land**

- (a) The Lessor must promptly notify the Lessee if:
  - (i) the Lessor sells or otherwise disposes of its interest in the Land;
  - (ii) the Lessor is aware of a proposal for development occurring on adjoining land that is likely to interfere with the Lessee's use of the Premises or rights under this Lease;
  - (iii) the Lessor changes its address for notices;
  - (iv) a Permitted Mortgage becomes enforceable; or
  - (v) a Permitted Mortgagee becomes:
    - (A) entitled to the receipt of Rent and other payments under this Lease;
    - (B) entitled to exercise any of the rights of the Lessor under this Lease; or
    - (C) obliged to perform any of the obligations of the Lessor under this Lease.

**10.9 Granting of easements and rights**

- (a) The Lessor may grant an easement or other right over the Premises provided that:
  - (i) the Lessor obtains the Lessee's prior written consent to such easement or other right (such consent not to be unreasonably withheld); and
  - (ii) such grant would not have a substantial adverse effect on the Lessee.
- (b) The Lessee must do anything reasonably required by the Lessor in relation to the grant of such easement or other right.

**11 Default and termination**

---

**11.1 Default and re-entry**

- (a) If the Lessee fails to perform its obligations under this Lease and the Lessee does not, within 20 Business Days in the case of non-payment of Rent and 40 Business Days in the case of all other breaches from the date of receipt of notice from the Lessor, either remedy the default or if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default, then the Lessor may terminate this Lease by notice in writing to the Lessee or by re-entering upon the Premises.
- (b) Any such termination will be without prejudice to any prior claim or remedy which either party may have against the other party.

**11.2 Early surrender**

- (a) Not used.
- (b) Despite any other provision of this Lease, if the Permitted Use is compromised (including physical or radio interference), the Premises are no longer required, the communications network of any of the Lessee's subtenants or licensees ceases to operate or the Lessee's subtenants or licensees vacate then the Lessee may surrender this Lease on giving to the Lessor no less than 6 months' notice at any time.
- (c) If the Lessee exercises its right to surrender this Lease under clauses 11.2(a) or 11.2(b), the Lessee must, at its cost, reinstate the Premises in accordance with clause 11.4 and the surrender of this Lease is without prejudice to any prior claim or remedy which either party may have against the other.

- (d) Not used.

### 11.3 Subsequent Leases

- (a) The Lessee may surrender a Subsequent Lease for any reason by giving the Lessor written notice at least one month before the Terminating Date. The Subsequent Lease terminates on the date specified in the Lessee's notice or, failing any specified date, on the Terminating Date.
- (b) If this Lease is surrendered (other than by the effluxion of time), any Subsequent Lease is also surrendered at the same time as this Lease.
- (c) Where this Lease or any Subsequent Lease is surrendered under this clause 11.3, the parties agree to promptly execute a surrender of this Lease and a surrender of any Subsequent Lease in registrable form. The Lessee must at its cost attend to the preparation, stamping and registration of the surrenders of this Lease and any Subsequent Lease. If this Lease or any Subsequent Lease has been registered, the Lessor must immediately produce the certificate of title for the Land to enable the surrender of this Lease and any Subsequent Lease to be registered (if applicable).
- (d) The surrender of this Lease or any Subsequent Lease is without prejudice to any prior claim or remedy which either party may have against the other under this Lease or any Subsequent Lease.

### 11.4 Reinstatement and make good

- (a) Within 4 months after the Terminating Date or earlier determination of this Lease, the Lessee must remove that part of the Facility located above and below ground level including all associated cabling within the Land and make good at its cost any damage to the Land or Premises caused by that removal.
- (b) The Lessee must continue to pay the Rent to the Lessor during this 4 month period (or any lesser period of time as the Lessee requires to meet its obligations under this clause 11.4) at the same rate of the Rent (on a pro-rata basis) payable immediately before the Terminating Date.
- (c) This clause does not apply if the Lessee is to occupy the Premises under a Subsequent Lease.

## 12 GST

---

### 12.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration (**receiving party**) must also pay an amount (**GST amount**) equal to the GST payable in respect of that supply.

### 12.2 Time for payment of GST amount

Subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration or the first part of the GST-exclusive consideration for the supply (as the case may be).

### 12.3 Indemnity and reimbursement payments

If one party must indemnify or reimburse another party (**payee**) for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under clause 12.2 if the payment is consideration for a taxable supply.

#### 12.4 Adjustment events

If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST amount payable by the receiving party under clause 12.2 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.

#### 12.5 Lease to be a tax invoice

The parties agree that this Lease is intended to be a tax invoice which satisfies the requirements of section 29-70(1) of the GST Act.

#### 12.6 Change in the GST law

If the GST law changes (including without limitation as a result of a change in the GST rate) after the date of this Lease, any consideration that expressly includes GST must be adjusted to reflect the change in the GST law.

#### 12.7 When RCTI clauses apply

Clause 12.8 shall only become effective upon notice being provided by the Lessee, in its absolute discretion, to the Lessor.

#### 12.8 RCTI

For the purpose of satisfying the requirements of the GST legislation and any additional requirements as determined by the Commissioner of Taxation from time to time, the Lessor and the Lessee agree that:

- (a) the Lessee can issue recipient created tax invoices (and adjustment notes) in respect of the supply by the Lessor of the Lease of the Premises to the Lessee;
- (b) the Lessor must not issue a tax invoice (or adjustment notes) in respect of any supply by the Lessor to the Lessee under this Lease unless the Lessee notifies the Lessor that the Lessee will not be issuing a recipient created tax invoice for that supply;
- (c) the Lessee is registered for GST purposes. The Lessee must notify the Lessor if the Lessee ceases to be registered for GST purposes or ceases to satisfy the requirements for issuing recipient created tax invoices as set out in the GST legislation or as determined by the Commissioner of Taxation from time to time;
- (d) the Lessor is registered for GST purposes and has notified the Lessee of its ABN. The Lessor must notify the Lessee if the Lessor ceases to be registered for GST purposes or if it intends selling its business or otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement; and
- (e) the Lessee must issue the recipient created tax invoice to the Lessor and must retain a copy. The Lessee must issue the recipient created tax invoice within 28 days from the date the value of the relevant supply is determined.

#### 12.9 When RCTI clauses cease to apply

Clause 12.8 shall be effective from the date on which the Lessee issues a notice to the Lessor under clause 12.7 and continues until terminated by either party at any time by giving not less than 30 days' prior written notice to the other party.

#### 12.10 GST definitions

In this Lease:

- (a) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)* have the meaning given in that Act, unless the context makes it clear that a different meaning is intended;

- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
- (c) in addition to the meaning given in the GST Act, the term 'GST' includes a notional liability for GST; and
- (d) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

## 13 Warranties

---

### 13.1 Lessee as trustee

- (a) The parties acknowledge and agree that:
  - (i) where the Lessee is a responsible entity or trustee of a trust, the Lessee enters into this Lease in that capacity and is bound by this Lease only in that capacity and in no other capacity;
  - (ii) the recourse of the Lessor to the Lessee in respect of any obligations and liabilities of the Lessee under or in connection with this Lease (whether that liability arises under a specific provision of this Lease, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the liability can be satisfied out of the assets of the trust out of which the Lessee is actually indemnified in respect of such obligations and liabilities;
  - (iii) the parties may not sue the Lessee in any capacity other than as responsible entity or trustee of the trust, including seeking the appointment of a receiver (except in relation to property of the Lessee), a liquidator, an administrator or any similar person to the Lessee or prove in any liquidation, administration or arrangement of or affecting the Lessee (except in relation to property of the Lessee); and
  - (iv) the provisions of this clause 13.1(a) do not apply to any obligation or liability of the Lessee in its capacity as trustee of the trust to the extent that it is not satisfied because under the trust deed of the trust or by operation of law there is a reduction in the extent of the Lessee's indemnification out of the assets of the trust as a result of fraud, negligence or breach of trust on the part of the Lessee.
- (b) As at the Commencement Date, the Lessee warrants to the Lessor that:
  - (i) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;
  - (ii) it is the only responsible entity or trustee of the relevant trust;
  - (iii) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
  - (iv) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
  - (v) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

### 13.2 Lessor as trustee

If the Lessor enters into this Lease as a responsible entity or trustee of a trust, as at the Commencement Date, the Lessor warrants to the Lessee that:

- (a) it has power under terms of the relevant trust deed to execute this Lease and enter into every transaction contemplated by this Lease;

- (b) it is the only responsible entity or trustee of the relevant trust;
- (c) no action has been taken to remove it as trustee of the relevant trust or to appoint an additional responsible entity or trustee of the relevant trust;
- (d) it has a right to be indemnified out of all the property of the relevant trust in relation to money and any liabilities of any nature owing under, or the payment of which is contemplated by or may arise under, this Lease; and
- (e) no action has been taken to terminate the relevant trust or to determine a vesting date under the relevant trust deed.

## 14 Miscellaneous

---

### 14.1 Application of laws

- (a) Nothing in this Lease affects, restricts, limits or derogates from the rights, powers and immunities under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Lessor agrees that it does not require written notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act from the Lessee or any subtenant or licensee of the Lessee for access to the Facility and any activities related to the Permitted Use.
- (c) The Lessee must comply with all applicable laws in respect of the Lessee's use of the Premises and any requirements, notices or orders of a government authority or agency having jurisdiction in respect of the Lessee's use of the Premises.
- (d) The Lessor must comply with all applicable laws in relation to the Land and the Lessor's property on the Land.

### 14.2 Notices

- (a) Subject to clause 14.2(b), a notice, consent or other communication (**Notice**) under this Lease is only valid if it is in writing and addressed to the recipient (as per the address in the Reference Schedule, or as notified to the other party in writing from time to time) and either delivered by hand or sent by pre-paid mail (by airmail, if the recipient is overseas) to the recipient's address or sent by email to the recipient's email address or email addresses. Where more than one email address is specified, the Notice must be sent to all specified email addresses.
- (b) Notice may be given orally where expressly permitted by this Lease. A Notice given orally is deemed to be received at the time it is given.
- (c) A Notice is deemed received by email if delivered:
  - (i) by 5.00pm on a Business Day – at the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email; or
  - (ii) after 5.00pm on a Business Day or on a day that is not a Business Day – on the next Business Day after the time (local time in the place of receipt) specified in the delivery confirmation or receipt generated by the sender's email.
- (d) Any Notice sent by mail is deemed to have been received within 7 Business Days after posting to a location within Australia or 10 Business Days after posting to a location outside Australia.
- (e) Any Notice delivered by hand is deemed to have been received at the time it is given.



---

**15 Right of first refusal**

---

**15.1 Lessor cannot sell or transfer Land**

During the Term (including any holding over period), the Lessor must not sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6) unless the Lessor complies with this clause 15.

**15.2 Lessor's Offer**

If the Lessor wants to sell or transfer its interest in the Land to any other person (other than by public auction under clause 15.6), the Lessor agrees to give the Lessee:

- (a) a notice specifying the Lessor's intention to sell or transfer and the price (exclusive of GST) that the Lessor is prepared to sell or transfer the Land and offering to sell or transfer the Land to the Lessee on those terms; and
- (b) a contract of sale for the Land (2 copies) which must be in the standard form of contract for the State, with particulars of sale completed (including the description of the Land, the purchase price, the deposit (being not greater than 10% of the purchase price) and the settlement date) and any other disclosure documents required by law in the State,

(Lessor's Offer).

**15.3 Acceptance of Lessor's Offer**

- (a) If the Lessee wants to accept the Lessor's Offer, the Lessee must, within 20 Business Days after it receives the notice and documents under clause 15.2, sign the contract and return the signed contract of sale and a cheque for the deposit to the Lessor.
- (b) If the Lessee complies with clause 15.3(a), the parties will have entered into a binding contract for the sale or transfer of the Land.
- (c) The Lessor must sign and return one copy of the contract of sale to the Lessee within 10 Business Days after receiving the contract of sale under clause 15.3(a).

**15.4 If Lessee does not accept Lessor's Offer**

If the Lessee does not accept the Lessor's Offer, the Lessor may sell or transfer the Land to any other person provided that any sale or transfer cannot be:

- (a) for a purchase price less than the price specified in the Lessor's Offer; or
- (b) on more favourable terms than those specified in the Lessor's Offer.

**15.5 Period to sell**

If the Lessor has not entered into a binding contract of sale for the Land within 12 months after the Lessor's Offer is given to the Lessee and the Lessor wants to sell or transfer its interest in the Land to any other person, the Lessor agrees to comply again with this clause 15 before selling or transferring its interest in the Land.

**15.6 Public auction**

Despite anything to the contrary in this clause 15, the Lessor may seek to sell the Land by way of a public auction if:

- (a) the Lessor advertises the auction in newspapers and other publications in the locality of the Land; and
- (b) the Lessor gives at least 20 Business Days prior notice of the auction to the Lessee.

**15.7 Right binds successors**

This clause 15 binds the successors in title and the assigns of the Lessor and the Lessee.

**16 No Fetter**

---

- (a) The Lessee acknowledges that the Lessor is a Government Agency with statutory rights and obligations.
- (b) Nothing in this Lease shall be construed as requiring the Lessor (in its capacity as a Government Agency) to do anything that would cause it to be in breach of any of its obligations at law.
- (c) No provision of this Lease is to be construed or to operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency.
- (d) If any provision of this Lease would, or could likely, operate so as to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency, then that provision is, to the extent necessary for it not to fetter, restrict or otherwise interfere with the exercise of the Lessor's powers as a Government Agency:
  - (i) to be read down, if possible; or
  - (ii) severed from this Lease.

**17 Land Tax**

---

In the event that the Lessee (by virtue of its occupation of the Land) is assessed as having a land tax liability under section 21C of the *Land Tax Management Act 1956*, the Lessee will comply with its statutory obligations to pay such a liability (reserving its right to object to any assessment in accordance with Part 3 and appeal in accordance with Part 4 of the *Land Tax Management Act 1956*).

**18 Work Health and Safety**

---

- (a) The Lessee must comply with:
  - (i) the *Work Health and Safety Act 2011* (Cth); and
  - (ii) the *Work Health and Safety Regulations 2011* (Cth).
- (b) Without limiting any of the Lessee's obligations under this Lease, in the event that the Lessee undertakes construction work at the Premises that is considered to be a 'construction project' for the purposes of regulation 292 of the *Work Health and Safety Regulations 2011* (Cth), then the Lessee must fulfil the obligations of the principal contractor for the purposes of that construction project as prescribed by parts 6.3 and 6.4 of the *Work Health and Safety Regulations 2011* (Cth).

**19 Unexpected Heritage Items**

---

**19.1 Definitions**

In this clause 19:

- (a) **Aboriginal Objects** has the same meaning given in the *National Park and Wildlife Act 1974* (NSW) which includes stone tool artefacts, shell middens, axe grinding grooves, pigment or engraved rock art, burials and scarred trees.

- (b) **Archaeological Assessment** means a method of data collection for Aboriginal heritage assessment involving a survey team walking over the Burdened Lot in a systematic way, recording information about how and where the assessment is conducted, recording information about the landscape and recording any archaeological sites or materials that are visible on the land surface. The activities undertaken by an assessment team do not involve invasive or destructive procedures, and are limited to note taking, photography and making other records of the landscape and archaeological sites (e.g. sketching maps or archaeological features).
- (c) **Archaeologist** means a professional consultant who provides heritage and archaeological advice and technical services (such as reports, heritage approval and documentation).
- (d) **Historic Heritage Items** include archaeological Relics as well as other historic items that are not considered to be Relics, but are instead works, buildings, structures or movable objects e.g. culverts, historic road formations, historic pavements, buried roads, retaining walls, cisterns, fences, sheds, buildings and conduits. Although an approval under the *Heritage Act 1977* (NSW) may not be required to disturb these items, their discovery must be managed in accordance with the Lessor's policies, plans procedures.
- (e) **Human Skeletal Remains** means either an Aboriginal object or non- Aboriginal relic and considered to be archaeological when the time elapsed since death is suspected of being 100 years or more.
- (f) **Relic** means any deposit, artefact, object or material evidence that relates to the settlement of the area that comprises New South Wales, not being Aboriginal settlement, and is of State or local heritage significance.
- (g) **Unexpected Heritage Item** means any unanticipated discovery of an actual or potential heritage item, for which the Lessee or the Lessee's contractor undertaking any new underground works (whether or not on behalf of the Lessor) does not have approval to disturb or does not have a safeguard in place to manage the disturbance, and categorised as:
  - (i) Aboriginal Objects;
  - (ii) Historic (non-Aboriginal) Heritage Items (**Historic Heritage Items**); or
  - (iii) Human Skeletal Remains.

## 19.2 Archaeological Assessment and Unexpected Heritage Finds

Despite any other provision to the contrary in this Lease:

- (a) Prior to the commencement of any new underground works by the Lessee pursuant to other provisions in this Lease, the Lessee must at its own cost:
  - (i) obtain an Archaeological Assessment (prepared by an Archaeologist) of the Premises;
  - (ii) provide a copy of the Archaeological Assessment to the Lessor; and
  - (iii) comply with all reasonable requirements and directions of the Lessor having regard to:
    - (A) the contents of the Archaeological Assessment;
    - (B) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of heritage items (e.g. Aboriginal Objects, Historic Heritage Items or Human Skeletal Remains); and
    - (C) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not commence such new underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(a)(iii).

- (b) If during such new underground works, the Lessee or its employee, agent, licensee and contractor discovers something that could be an Unexpected Heritage Item, the Lessee must at its cost immediately stop such new underground works in the immediate area and:
  - (i) establish a "safe zone" around the Unexpected Heritage Item;
  - (ii) without delay, inform the Lessee's Archaeologist and Lessor (who will inspect, document and photograph the Unexpected Heritage Item); and
  - (iii) comply with all reasonable requirements and directions of the Lessee's Archaeologist and the Lessor having regards to:
    - (A) the Lessor's prevailing policies, plans and procedures in relation to the management and protection of Unexpected Heritage Finds; and
    - (B) the advice, requirements, approval and consent of any Government Authority including compliance with all Requirements.

For the avoidance of doubt, the Lessee must not recommence such underground works until such time as it has provided satisfactory evidence to the Lessor of its compliance with all of the Lessor's reasonable requirements and directions set out in clause 19.2(b)(iii).

### 19.3 Release

The Lessee releases the Lessor from and any claims and liability arising under, in connection with, or as a result of this clause 19 subject to clause 9.5.

### 19.4 No merger

This clause 19 will not merge on the expiry or earlier termination of this Lease.

### 19.5 No application

- (a) This clause 19 will not apply to
  - (i) any or overground works; and
  - (ii) underground works undertaken to maintain or replace any
    - (A) Equipment; or
    - (B) existing cabling

## 20 Electronic Execution

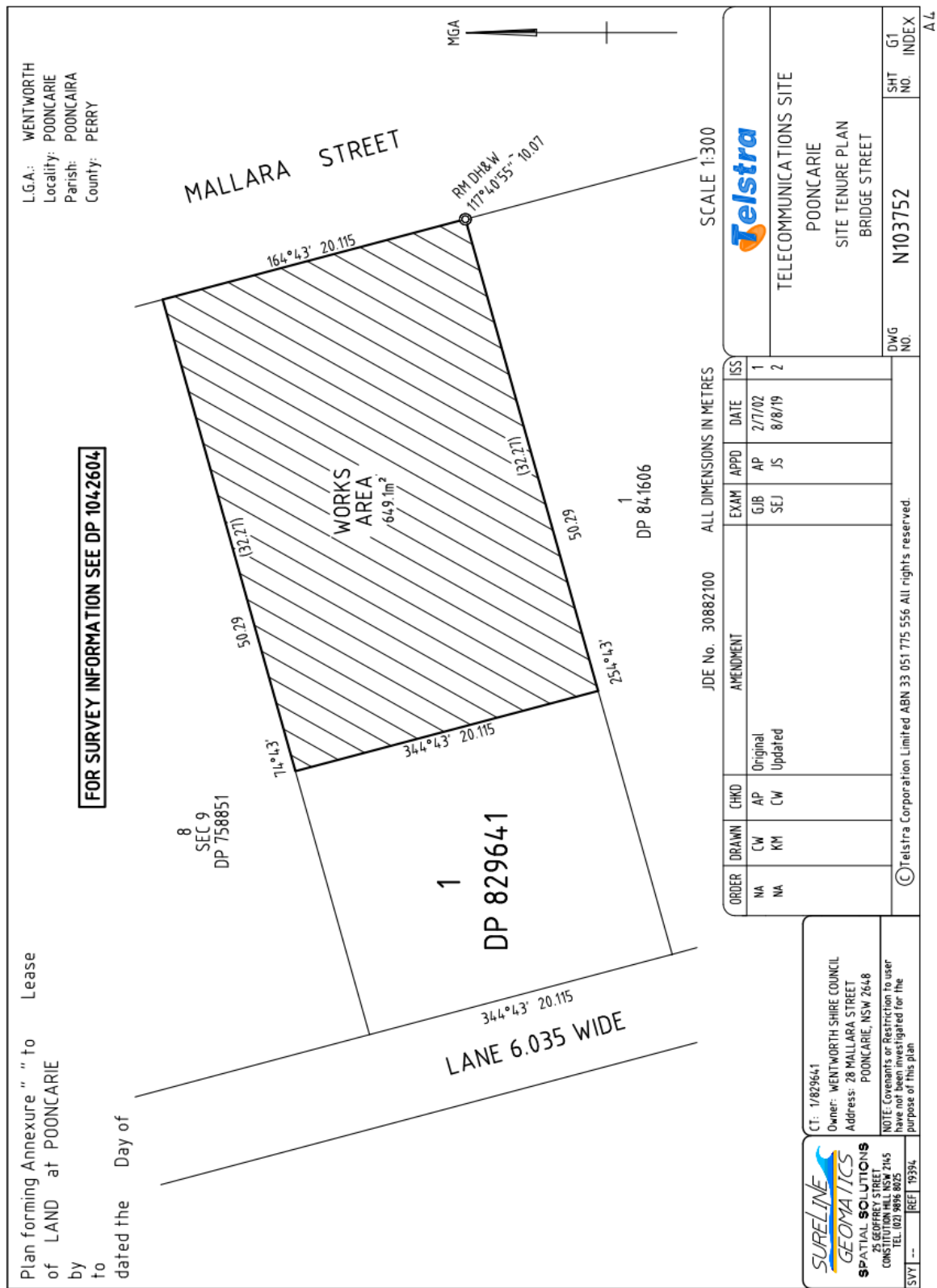
---

- (a) The parties agree that a party may sign this document electronically. For clarity, all parties may sign this document electronically.
- (b) If one or more parties electronically sign this document, by doing so they will:
  - (i) bind themselves to this document; and
  - (ii) such electronic signing will satisfy requirements under the *Corporations Act 2001* (Cth) and *Real Property Act 1900* (NSW) and *Electronic Transactions Act 2000* (NSW); and

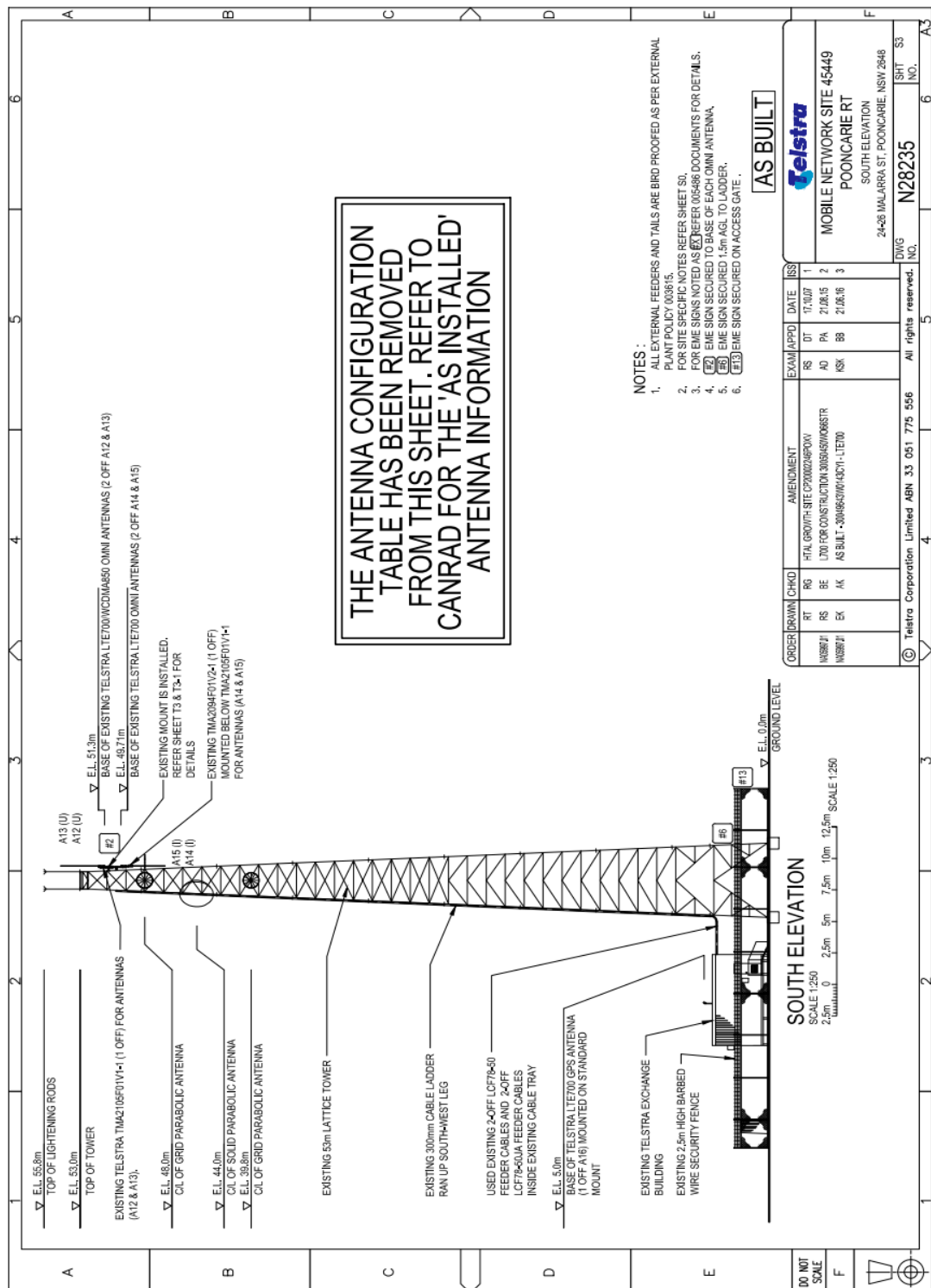
- (iii) satisfy any other requirements for this document to be in writing and signed by those parties.
- (c) If one or more parties intend to sign this document physically, they may do so at any time, so long as the final copy contains the signatures (which may be electronic signatures) of all parties to the document.
- (d) A fully executed original of this document must include the signatures of all parties to this document in accordance with clause 20(e).
- (e) For this clause 20, a **signature** means the execution of this document by a party that complies with all applicable Laws where:
  - (i) If electronic, a document containing such signatures may be printed for subsequent wet-ink execution by another party; or
  - (ii) If wet-ink, it may be signed in any number of sets of copies for subsequent electronic or wet-ink execution by another party.

DocuSigned by:  
  
A835ABB412CD4CB...  
14-Aug-23 | 10:33:53 ACST

## Schedule 1 – Premises Plan



## Schedule 2 – Site Elevation Plan



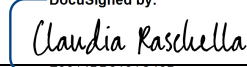
DocuSigned by:

Wai Fan Stella Tung

14-Aug-23 | 10:33:53 ACST

**Schedule 3— Signing page****Executed** as a deed**Executed by Lessee**

Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of **Amplitel Pty Limited** under Power of Attorney registered book **4789** No. **977** by the party's Attorney who states that no notice of revocation of the Power of Attorney has been received in the presence of:


DocuSigned by:  
  
 14-Aug-23 | 10:33:58 ACST  
 F8614BB2181C42B...  
 Signature of witness

Claudia Raschella

Name of witness

Level 7, 19 Gouger Street Adelaide SA

Address of witness

DocuSigned by:  
  
 14-Aug-23 | 10:33:53 ACST  
 A835ABB412CD4CB...  
 Signature of Attorney

Wai Fan Stella Tung

Name of Attorney

**Executed by Lessor**

The Common seal of

**WENTWORTH SHIRE COUNCIL** was

affixed this \_\_\_\_\_.

In accordance with a resolution of Council at its meeting  
 of

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**COUNCILLOR**

\_\_\_\_\_  
**GENERAL MANAGER**



## 9.11 PROJECT & WORKS UPDATE - JANUARY 2024

File Number: RPT/24/1

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Jamie-Lee Kelly - Administration Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

### Summary

This report provides a summary of the projects and major works undertaken by the Roads and Engineering Department which have been completed during the months of December 2023 and the planned activities for January 2024.

### Recommendation

That Council receives and notes the major works undertaken in December 2023 and the scheduled works for the following month.

### Detailed Report

Refer below for updates of the works completed in December 2023, and the planned activities for January 2024.

Project and Works Update for December 2023	
Roads	<p><b><u>Heavy Grading</u></b></p> <ul style="list-style-type: none"> <li>Funded by the Regional and Local Roads Repair Program, heavy grading commenced on the Popio Road heading south to the Old Broken Hill intersection.</li> </ul> <p><b><u>Ivanhoe and Wilkurra Road Intersection</u></b></p> <ul style="list-style-type: none"> <li>Re-sheeting of 4km section of Ivanhoe Road, and 650m of the Wilkurra Road with 150mm imported pavement material.</li> </ul> <p><b><u>Maintenance Grading</u></b></p> <ul style="list-style-type: none"> <li>Works were completed on the Roo Roo, Old Broken Hill and Anabranck Mail Roads.</li> </ul> <p><b><u>Arumpo Road</u></b></p> <ul style="list-style-type: none"> <li>Survey completed</li> <li>Preliminary Design completed</li> </ul> <p><b><u>Wakefield Lane, Curlwaa</u></b></p> <ul style="list-style-type: none"> <li>Construction complete</li> </ul> <p><b><u>Murray Road, Curlwaa</u></b></p> <ul style="list-style-type: none"> <li>Construction complete</li> </ul>
	<p><b><u>Gol Gol East Raw Water System Upgrade</u></b></p> <ul style="list-style-type: none"> <li>Project completed &amp; commissioned</li> </ul>

Projects

- Defects list prepared
- **District Bulk Metering**
  - Hydro-excavation to confirm size of connections and location of meter installs - 5 bulk flow meters ordered
- **Junction Island Bridge**
  - All foundations for bridge and approach ramps installed.
  - Original bridge removed
  - New bridge lifted in place and walkway frames placed.
- **Wentworth Jockey Changerooms**
  - New building under design by supplier.
- **Wentworth and Pooncarie Camp Kitchens**
  - Ongoing meetings with User Groups to refine the project scope and objectives.
- **Pink Lake**
  - Preparation of technical specification and detailed design.
  - Providing an additional letter of support from WMI to finalise the license proposal process with the Department of Planning and Environment.
- **Wentworth Effluent Disposal System (EDS)**
  - Installation of new pontoon
  - Installation of new sewer pump station and rising main
- **Willow Bend Caravan Park**
  - All services completed on western half of caravan park.
  - 50% of sewer works completed on the eastern half of caravan park.
  - Retaining wall options and locations being finalised.
- **Amenities Blocks**
  - Internal fit-out underway.
- **Rose Street Stormwater – Stage 1**
  - Preparation of technical specification and detailed design.
- **Buronga Toilet Block**
  - Tenders being evaluated.
  - Civil tender to be revised and new pricing sort, due to high initial responses.
  - Electrical tender to be awarded.
- **Pooncarie Toilet Block**
  - Review of Environmental Factors to be completed.
- **James King Park Retaining Wall and Footpath**
  - Consultation on retaining wall concept design to be undertaken with advisory group.
- **Dareton Toilet Block**
  - Building works commenced.

<p><b>Projects</b></p>	<ul style="list-style-type: none"> <li>Expected that works will be completed in readiness for the Coomealla / Dareton Centenary Celebrations.</li> </ul> <p><b><u>Wentworth Rowing Club Building</u></b></p> <ul style="list-style-type: none"> <li>No further action on major building additions until grant funding confirmed.</li> <li>Minor repair works to be completed on existing building including ceiling, painting and toilet upgrade.</li> </ul> <p><b><u>Dareton to Namatjira Sharedway</u></b></p> <ul style="list-style-type: none"> <li>Tender evaluation report approved by Council.</li> </ul> <p><b><u>George Gordon Sporting Complex Netball Court Upgrade</u></b></p> <ul style="list-style-type: none"> <li>Excavation and removal of existing courts.</li> <li>Compaction of foundations in readiness for concrete surfacing.</li> </ul> <p><b><u>Buronga Shared Path</u></b></p> <ul style="list-style-type: none"> <li>Shared path on the western side of Buronga Wetlands complete.</li> </ul> <p><b><u>Wentworth Primary Sewer Repair</u></b></p> <ul style="list-style-type: none"> <li>Final topsoil placement and grass seeding completed.</li> </ul> <p><b><u>Wentworth Beverly Street Sewer Repair</u></b></p> <ul style="list-style-type: none"> <li>Backfill of excavation completed.</li> <li>Road primer sealing completed.</li> </ul>
------------------------	--

**Projects and Works scheduled for January 2024**

<p><b>Roads</b></p>	<p><b><u>Heavy Grading</u></b></p> <ul style="list-style-type: none"> <li>Funded by the Regional and Local Roads Repair Program, heavy grading works will continue the Roo Roo and Popio Roads.</li> </ul> <p><b><u>Grid Removal</u></b></p> <ul style="list-style-type: none"> <li>10 grids to be removed from the Renmark and Nulla roads following the fencing on both sides of the road being completed by relevant land holders.</li> </ul> <p><b><u>Arumpo Road</u></b></p> <ul style="list-style-type: none"> <li>Detailed Design works continuing.</li> <li>The applications for four new gravel pits submitted, awaiting approval.</li> </ul>
<p><b>Projects</b></p>	<p><b><u>Gol Gol East Raw Water System Upgrade</u></b></p> <ul style="list-style-type: none"> <li>Practical completion to be issued</li> <li>Chlorination to commence</li> </ul> <p><b><u>District Bulk Metering</u></b></p> <ul style="list-style-type: none"> <li>Planning to enable installation of flow meters and limit supply interruptions.</li> </ul> <p><b><u>Junction Island Bridge</u></b></p> <ul style="list-style-type: none"> <li>Approach ramp frames to be bolted into final location.</li> </ul> <p><b><u>Wentworth Effluent Disposal System (EDS)</u></b></p>

Projects

- Installation of new gangway.
- Installation new sewer pump station switchboard.

**Willow Bend Caravan Park**

- Sewer works to be completed to eastern half of the project.
- All other services to commence in the eastern half of park.
- Construction of road and caravan pads to commence.
- Supply of retaining wall materials to commence.

**Amenities Blocks**

- To be completed in readiness for delivery.
- Delivery to Caravan Park late Jan / early Feb.

**Rose Street Stormwater – Stage 1**

- Tender documentation to be prepared.

**Buronga Toilet Block**

- Revised tender scope of Civil works to be advertised.
- Electrical works to commence.

**Pooncarie Toilet Block**

- Prepare tender documentation.

**Pink Lake**

- Tender documentation to be prepared.

**Dareton to Namatjira Sharedway**

- Award of contract.
- Commence planning and documentation.

**Dareton Toilet Block**

- Building works continuing.
- Expected that works will be completed in readiness for the Coomealla / Dareton Centenary Celebrations.

**James King Retaining Wall and Footpath**

- Community consultation meeting planned for 10 January.
- Design to be finalized post consultation and construction tender to be advertised.

**George Gordon Sporting Complex Netball Court Upgrade**

- Concrete court surface to be poured in January.
- Expected that works will be completed in readiness for the commencement of netball season.

**Wentworth Rowing Club Building**

- Final quote pending from contractor for the replacement of internal lighting.

**Wentworth Jockey Changerooms**

- New building to be placed later in 2024.

**Wentworth and Pooncarie Camp Kitchens**

- Procurement and design options being refined for Wentworth and

	<p>Pooncarie Camp Kitchens.</p> <p><b><u>Buronga Shared Path</u></b></p> <ul style="list-style-type: none"> <li>• Works to continue from Buronga Wetlands towards the Riverfront.</li> </ul>
--	--

Flood Recovery Works	
Flood Recovery	<p><b><u>Junction Park</u></b></p> <ul style="list-style-type: none"> <li>• Request for Quotes closes 2nd February for switchboards repair and lamp post light head replacement.</li> </ul> <p><b><u>Wentworth Wharf &amp; Riverfront</u></b></p> <ul style="list-style-type: none"> <li>• Request for Quotes closes 2nd February for power restoration to lamp light posts and ground lights.</li> </ul>

### **Attachments**

1. Wakefield Lane and Murray Road Curlwaa [↓](#)
2. Junction Island Bridge [↓](#)
3. Wentworth EDS [↓](#)
4. Buronga Sharedway [↓](#)
5. Beverley Street Sewer Repairs [↓](#)
6. George Gordon Oval Netball Courts [↓](#)





















## 10 NOTICES OF MOTIONS / QUESTIONS WITH NOTICE

### 10.1 WATER MISMANAGEMENT CLAIMS PUBLISHED BY BLOOMBERG 27 DECEMBER 2023

File Number: RPT/24/35

Councillor MacAllister has indicated her intention to move the following motion:

#### **Motion**

That Council:

1. Writes to Federal and NSW Water Ministers, seeking comment on claims investigated by Bloomberg in its article of 27 December 2023, specifically seeking assurance from Federal Water Minister, The Honourable Tanya Plibersek, that:
  - a) all Irrigation Infrastructure Organisations in the Murray-Darling Basin will be investigated to ascertain whether their operations are adversely impacting allocations more broadly, or their own customers and whether some form of regulation is required; and
  - b) water trading and speculative "hedge fund" activity is not adversely impacting water prices, or deliverability, that so-called "zero amount" trades are explained more fully, and whether some form of regulation is required; and
  - c) immediately institute a basin-wide water audit, to ascertain whether the States are acting to ensure Environmentally Sustainable Level of Take is adhered; and
2. Seeking urgent action from NSW Water Minister, The Honourable Rose Jackson, to freeze all floodplain harvesting licences, and initiate an independent, comprehensive review, to ascertain whether increased extraction in the northern basin assists or hinders a return to sustainable levels of extraction and is in line with Environmentally Sustainable Level of Take, as required under the Water Act 2007 (Cth).

#### **Background**

Cr MacAllister notes that nothing has changed since multiple fish kills occurred at Menindee in December 2018 up to and including early last year, apart from reduced inflows to Menindee being further reduced, to the detriment of the lower Darling-Baaka and river townships in Wentworth Shire.

A background article for this item can be found by accessing the below link:

<https://www.bloomberg.com/graphics/2023-australia-water-trade-drought/?srnd=premium-asia>

Council cannot reproduce the article due to copyright restrictions.

#### **Attachments**

Nil

## 11 CONFIDENTIAL BUSINESS – ADJOURNMENT INTO CLOSED SESSION

Despite the right of members of the public to attend meetings of a council, the council may choose to close to the public, parts of the meeting that involve the discussion or receipt of certain matters as prescribed under section 10A(2) of the Local Government Act.

With the exception of matters concerning particular individuals (other than councillors) (10A(2)(a)), matters involving the personal hardship of a resident or ratepayer (10A(2)(b)) or matters that would disclose a trade secret (10A(2)(d)(iii)), council must be satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

The Act requires council to close the meeting for only so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security being protected. (section 10B(1)(a))

Section 10A(4) of the Act provides that a council may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed.

Section 10B(4) of the Act stipulates that for the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:-

- (a) a person may misinterpret or misunderstand the discussion, or
- (b) the discussion of the matter may -
  - (i) cause embarrassment to the council or committee concerned, or to councillors or to employees of the council, or
  - (ii) cause a loss of confidence in the council or committee.

### **Recommendation**

That Council adjourns into Closed Session, the recording of the meeting be suspended, and members of the press and public be excluded from the Closed Session, and that access to the correspondence and reports relating to the items considered during the course of the Closed Session be withheld unless declassified by separate resolution.

This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:

#### **12.1 Caravan Park Management. (RPT/24/20)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

#### **12.2 Plant Replacement - Approval on Tenders for Replacement of Plant 657 - Ford Mondeo - VR2324/657. (RPT/23/815)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial

advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**12.3 Willow Bend Caravan Park - Supply Road Base Material - PT2324/05. (RPT/24/24)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

**12.4 Willow Bend Caravan Park - Asphalt Sealing - PT2324/06. (RPT/24/25)**

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.

## 12 OPEN COUNCIL - REPORT FROM CLOSED COUNCIL

### 12.1 CARAVAN PARK MANAGEMENT

File Number: RPT/24/20

Responsible Officer: Ken Ross - General Manager  
 Responsible Division: Office of the General Manager  
 Reporting Officer: Ken Ross - General Manager

Objective: 4.0 Wentworth Shire is supported by strong and ethical civic leadership with all activities conducted in an open, transparent and inclusive manner

Strategy: 4.5 Adopt practices of prudent asset, financial and human resource management across Council to ensure long-term sustainability and efficiency

#### **REASON FOR CONFIDENTIALITY**

*This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.*

## 12.2 PLANT REPLACEMENT - APPROVAL ON TENDERS FOR REPLACEMENT OF PLANT 657 - FORD MONDEO - VR2324/657

File Number: RPT/23/815

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Samantha Wall - Projects Administration

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.4 Use and manage our resources wisely

### **REASON FOR CONFIDENTIALITY**

*This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.*



### 12.3 WILLOW BEND CARAVAN PARK - SUPPLY ROAD BASE MATERIAL - PT2324/05

File Number: RPT/24/24

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Taygun Saritoprak - Project Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

#### **REASON FOR CONFIDENTIALITY**

*This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.*

#### 12.4 WILLOW BEND CARAVAN PARK - ASPHALT SEALING - PT2324/06

File Number: RPT/24/25

Responsible Officer: Geoff Gunn - Director Roads and Engineering

Responsible Division: Roads and Engineering

Reporting Officer: Taygun Saritoprak - Project Officer

Objective: 3.0 Wentworth Shire is a community that works to enhance and protect its physical and natural environment

Strategy: 3.2 Ensure that community assets and public infrastructure are well maintained

#### **REASON FOR CONFIDENTIALITY**

*This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. On balance, the public interest in preserving the confidentiality of information about the tender outweighs the public interest in maintaining openness and transparency in council decision-making because disclosure of this information would reveal pricing and confidential information submitted via the tender process which if disclosed would prevent council from achieving its 'value for money' objectives.*

## **13 CONCLUSION OF THE MEETING**

### **NEXT MEETING**

21 February 2024