



In accordance with Section 277E of the *Local Government Regulation 2012* it is not practicable for the public to attend the meeting because of health and safety reasons associated with the public health emergency involving COVID-19.

The meeting will therefore be closed to the public, with only Councillors and staff essential for the functioning of the meeting in attendance. Consistent with Council's legislative responsibilities, the minutes of Council's meeting will be made available for inspection by the public at Council's office and on its website. Further the minutes will be available for purchase upon confirmation at the next meeting.

As an additional proactive step during these difficult times, Council will also upload a video of the meeting to Council's official Facebook page.

Mayor Tyson Golder
Meeting Chairperson.

BUSINESS PAPER - Ordinary Meeting

Wednesday 13 May 2020

Roma Administration Centre

NOTICE OF MEETING

Date: 8 May 2020

Mayor:

Councillor T D Golder

Deputy Mayor:
Councillors:

Councillor G B McMullen
Councillor J R P Birkett
Councillor M C Edwards
Councillor J L Guthrie
Councillor J M Hancock
Councillor W L Ladbrook
Councillor C J O'Neil
Councillor W M Taylor

Chief Executive Officer:

Ms Julie Reitano

Executive Management:

Mr Rob Hayward (Deputy Chief Executive Officer/Director
Development, Facilities & Environmental Services)
Ms Sharon Frank (Director Corporate & Community Services)

Attached is the agenda for the **Ordinary Meeting** to be held at the Roma Administration Centre on 13 May, 2020 at 9.00AM.

Julie Reitano
Chief Executive Officer

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Status Reports

Next General Meeting

- To be held at the Roma Administration Centre on 27 May 2020.

Confidential Items

In accordance with the provisions of section 275 of the *Local Government Regulation 2012*, a local government may resolve to close a meeting to the public to discuss confidential items that it's Councillors or members consider it necessary to close the meeting.

C Confidential Items

- C.1 COVID-19 Expanded Support Package - Reticulated Natural Gas Customers**
Classification: Closed Access
 Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.2 Reconsider Application for Community Organisation Concession - Assessment 14000087**
Classification: Closed Access
 Local Government Regulation 2012 Section 275(d) rating concessions.
- C.3 Application for Community Organisation Concession - Assessment 13002852**
Classification: Closed Access
 Local Government Regulation 2012 Section 275(d) rating concessions.
- C.4 COVID-19 Expanded Support Package - Rates Relief**
Classification: Closed Access
 Local Government Regulation 2012 Section 275(d) (h) rating concessions; AND other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.5 Community Safety Fees & Charges Adoption (Financial year 2020/21)**
Classification: Closed Access
 Local Government Regulation 2012 Section 275(c) the local government budget.
- C.6 Recommendation to purchase nine (9) Single Cab 4x2 Utilities**
Classification: Closed Access
 Local Government Regulation 2012 Section 275(c) (e) the local government budget; AND contracts proposed to be made by it.
- C.7 Council News - May edition review**
Classification: Closed Access
 Local Government Regulation 2012 Section 275(c) the local government budget.
- C.8 Community Newsletter - Bottle Tree Bulletin**
Classification: Closed Access
 Local Government Regulation 2012 Section 275(c) (e) the local government budget; AND contracts proposed to be made by it.
- C.9 Agreement for Licence to Use Facilities - Mitchell Workshop**
Classification: Closed Access
 Local Government Regulation 2012 Section 275(e) (h) contracts proposed to be made by it; AND other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

- C.10 Recommendation to purchase four (4) Light Rigid Crew Cabin 'Job' Trucks**
Classification: Closed Access
Local Government Regulation 2012 Section 275(e) contracts proposed to be made by it.
- C.11 Excess Animal Application 2020-75 - Excess Dogs**
Classification: Closed Access
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.12 Roma Saleyards Fees and Charges - 2020/21**
Classification: Closed Access
Local Government Regulation 2012 Section 275(c) the local government budget.
- C.13 James Cook University - Renewal of Serviced Office Agreement Roma Community Hub**
Classification: Closed Access
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.14 Mitchell RSL and Combined Sports Club Inc**
Classification: Closed Access
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.15 COVID 19 Taskforce**
Classification: Closed Access
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.16 Application for funding - Queensland Feral Pest Initiative - Round 4**
Classification: Closed Access
Local Government Regulation 2012 Section 275(e) (h) contracts proposed to be made by it; AND other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.(The report discusses existing supply arrangements with a Council contracted supplier.)
- C.17 COVID-19 Recovery Package - Environmental Health Fees and Charges**
Classification: Closed Access
Local Government Regulation 2012 Section 275(c) the local government budget.

- C.18 Driving economic growth and new development in response to the Coronavirus pandemic**
Classification: Closed Access
Local Government Regulation 2012 Section 275(c) the local government budget.
- C.19 Road Maintenance Performance Contract 2020/2021**
Classification: Closed Access
Local Government Regulation 2012 Section 275(e) contracts proposed to be made by it.
- C.20 Negotiations for Airline Relief due to COVID-19**
Classification: Closed Access
Local Government Regulation 2012 Section 275(c) (h) the local government budget; AND other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.21 Roma and Surat Aerodrome Compliance Inspection Reports**
Classification: Closed Access
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.22 Unnamed Section of Road off Humphreys Road**
Classification: Closed Access
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.23 Crossroads Road Realignment - Landowner Compensation Agreement**
Classification: Closed Access
Local Government Regulation 2012 Section 275(e) (h) contracts proposed to be made by it; AND other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.
- C.24 Establishment of Cadetship**
Classification: Closed Access
Local Government Regulation 2012 Section 275(a) the appointment, dismissal or discipline of employees.
- C.25 Allocation of Funds for Maintenance to the Mungallala Progress & Sporting Association**
Classification: Closed Access
Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.26 Maintenance Schedule for Campbells Park

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.27 Partnership Agreement

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

C.28 Further information - Roma Cemetery - Request to install street bollards

Classification: Closed Access

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

Councillor Business

14 Councillor Business

- 14.1 Request to Purchase New Broom for the Roma Racetrack..... 172**
Prepared by: Mayor

Closure

MINUTES OF THE ORDINARY MEETING OF MARANOA REGIONAL COUNCIL HELD AT ROMA ADMINISTRATION CENTRE ON 22 APRIL 2020 COMMENCING AT 9.11AM

ATTENDANCE

Mayor Cr. T D Golder chaired the meeting with, Deputy Mayor Cr. G B McMullen, Cr. J R P Birkett, Cr. M C Edwards, Cr. J L Guthrie, Cr. J M Hancock, Cr. W L Ladbrook (until 5.02pm), Cr. C J O'Neil, Cr. W M Taylor, Chief Executive Officer – Julie Reitano, and Minutes Officer – Kelly Rogers in attendance.

AS REQUIRED

Deputy Chief Executive Officer/Director Development, Facilities & Environmental Services – Rob Hayward, Director Corporate & Community Services – Sharon Frank, Deputy Director Infrastructure Services / Strategic Road Management – Cameron Hoffmann, Manager Facilities (Land, Buildings & Structures) – Tanya Mansfield, Manager Airports (Roma, Injune, Surat, Mitchell) – Ben Stewart, Manager Water, Sewerage & Gas – Graham Sweetlove, Rates and Utilities Billing Officer – Catherine (Katie) Ballard.

WELCOME

The Mayor welcomed all present and declared the meeting open at 9.11am.

APOLOGIES

There were no apologies for the meeting.

CONFIRMATION OF MINUTES

Resolution No. OM/04.2020/01

Moved Cr McMullen

Seconded Cr O'Neil

That the minutes of the Ordinary Meeting held on 18 March 2020 be received and noted.

CARRIED

9/0

Resolution No. OM/04.2020/02

Moved Cr McMullen

Seconded Cr Birkett

That the minutes of the Post-Election Meeting held on 16 April 2020 be confirmed.

CARRIED

9/0

DECLARATION OF CONFLICTS OF INTEREST

• 10.5 – Councillor Superannuation

Cr O'Neil declared a 'Material Personal Interest' due to him being a member and director of a superannuation fund.

Cr O'Neil advised that he would be dealing with this matter by leaving the room.

Cr Guthrie advised that she is Chairperson of a superannuation fund.

Resolution No. OM/04.2020/03

Moved Cr McMullen

Seconded Cr Birkett

That Council suspend 'Standing Orders' to allow Councillors to further discuss potential Conflicts of Interest for the items of business under consideration for the meeting.

CARRIED

9/0

The Mayor facilitated a discussion about Cr Guthrie's and Cr Birkett's personal interests.

Following a query from Cr McMullen, Cr Guthrie clarified that she has a self-managed superannuation fund. Further that she would prefer to err on the side of caution and if there is a perceived conflict of interest she would prefer to step away, even if there is no real conflict of interest.

Cr Guthrie advised that even if it is just a family trust she would remove herself from discussions and decisions on this matter. This was based on a 'perceived conflict of interest'.

• **13.2 – Regional Pool Report February 2020 – Great Artesian Spa Management Report.**

Cr Birkett asked about this item. He then advised that he is on the management committee for the Booringa Action Group (BAG). Although he is looking to resign from the Booringa Action Group as an executive, he hasn't as yet. Therefore based on a 'conflict of interest' (as an executive) he would leave the room.

The Mayor advised Cr Ladbrook that there was another item coming up about Humphreys Road and he also wished to make him aware of that – item number not yet available.

BUSINESS

Item Number:

C.17

File Number: D20/33885

SUBJECT HEADING:

QUARTER 3 REPORT - PROGRESS ON IMPLEMENTING THE CORPORATE PLAN AND OPERATIONAL PLAN

Officer's Title:

Chief Executive Officer

Executive Summary:

It was initially proposed to table the third quarter's progress on implementing the Corporate and Operational Plan. The Chief Executive Officer requested that the item be removed from the agenda.

Resolution No. OM/04.2020/04

Moved Cr McMullen

Seconded Cr O'Neil

That the item be removed from the agenda.

CARRIED

9/0

Responsible Officer

Chief Executive Officer

OFFICE OF THE CEO
Item Number: 10.1

File Number: D20/33887

SUBJECT HEADING: **STANDING ORDERS POLICY AND MEETING PROCEDURES**
Officer's Title: **Director - Corporate & Community Services**
Executive Summary:

Standing Orders Policy OM/11.2018/84 sets out Maranoa Regional Council's existing arrangements that govern the conduct of business and proceedings at Council meetings. Council's existing policy document has incorporated the mandatory Meeting Procedures as issued by the Department of Local Government, Racing and Multicultural Affairs.

Whilst Council's existing policy references both aspects, the Department has issued two separate 'template' documents:

- *Standing Orders for Council Meetings including Standing Committees 'Best Practice Guide'*
- *Model Meeting Procedures*

The report provided a copy of each for Council's consideration.

Resolution No. OM/04.2020/05
Moved Cr Golder
Seconded Cr Edwards
That:

1. Council adopt the template Standing Orders and Model Meeting Rules (*Procedures*) provided by the Department of Local Government, Racing and Multicultural Affairs.
2. A report be presented to a future Council (*meeting*) if extra inclusions are required / amendments.

CARRIED
9/0
Responsible Officer
Director - Corporate & Community Services
Item Number: 10.2

File Number: D20/33882

SUBJECT HEADING: **CONFIDENTIALITY PROCEDURE**
Officer's Title: **Chief Executive Officer**
Executive Summary:

With the commencement of the new Council (2020-2024) and the inclusion of newly elected Councillors and Mayor, the confidentiality procedure was tabled for Council's information and adoption.

Resolution No. OM/04.2020/06

Moved Cr O'Neil

Seconded Cr McMullen

That the procedure be:

1. Received and contents noted.
2. Adopted for use during the Council term 2020 – 2024.
3. Placed under the policy section of Council's website with the title "Maranoa Regional Council Confidentiality Procedure".

CARRIED

9/0

Responsible Officer	Chief Executive Officer
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Item Number:

10.3

File Number: D20/33876

SUBJECT HEADING:

**LOCAL GOVERNMENT REMUNERATION COMMISSION
SCHEDULE - COMMENCING 1 JULY 2020**

Officer's Title:

**Manager - Communication, Information & Administration
Services**

Executive Summary:

On 29 November 2019, the Local Government Remuneration Commission concluded its review of remuneration for Mayors, Deputy Mayors and Councillors of Local Governments as required by Chapter 8, Part 1, Division 1 of the Local Government Regulation 2012.

This report formally tabled a copy of the Commission's remuneration determination.

Resolution No. OM/04.2020/07

Moved Cr Golder

Seconded Cr O'Neil

That Council:

1. Note the findings of the Local Government Remuneration Commission review.
2. Set the remuneration of the Mayor, Deputy Mayor and Councillors at current levels after July 1st 2020 for a period of twelve (12) months.

CARRIED

9/0

Responsible Officer	Manager - Communication, Information & Administration Services
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Item Number: 10.4

File Number: D20/33884

SUBJECT HEADING: ELECTED MEMBERS – PAY AS YOU GO (PAYG)/
ELIGIBLE LOCAL GOVERNING BODY

Officer's Title: Director - Corporate & Community Services

Executive Summary:

Councillors are not regarded as employees for taxation purposes. However, under section 446-5 of the Tax Administration Act 1953 (TAA), Council may resolve to be an 'eligible local governing body' meaning that Councillors will be regarded as employees for the purpose of Pay As You Go withholding. This would also result in Councillors being treated as employees for superannuation and a wide range of other taxation purposes.

Resolution No. OM/04.2020/08

Moved Cr O'Neil

Seconded Cr McMullen

That Council not be considered as an Eligible Local Governing Body under the Tax Administration Act 1953 for taxation purposes.

CARRIED

9/0

Responsible Officer

Director - Corporate & Community Services

Cr. O'Neil, having previously foreshadowed a 'Material Personal Interest' in the following item for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 9.31am, taking no part in discussions and debate on the matter.

Cr. Guthrie, having previously foreshadowed a perceived 'Conflict of Interest' in the following item for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 9.31am, taking no part in discussions and debate on the matter.

Item Number: 10.5

File Number: D20/33805

SUBJECT HEADING: COUNCILLOR SUPERANNUATION

Officer's Title: Director - Corporate & Community Services

Executive Summary:

This report was to consider the provision of superannuation benefits for Councillors.

Resolution No. OM/04.2020/09

Moved Cr McMullen

Seconded Cr Hancock

That Council:

1. Take part in a superannuation scheme for its Councillors.
2. Pay contributions proportionate to contributions paid by Council to the Local Government Superannuation Scheme for its standard permanent employees on behalf of each Councillor.

CARRIED

7/0

Responsible Officer

Director - Corporate & Community Services

At cessation of discussion on the abovementioned item, Councillors O'Neil and Guthrie returned to the meeting at 9.33am.

Item Number: 10.6

File Number: D20/33696

SUBJECT HEADING: POSITION OF CHIEF EXECUTIVE OFFICER

Officer's Title: Chief Executive Officer

Executive Summary:

With the commencement of the new term of Council, this report provided the opportunity for Council to consider the Chief Executive Officer position.

Resolution No. OM/04.2020/10

Moved Cr Golder

Seconded Cr McMullen

That:

- 1. In accordance with Clause 11.1.6(b) of the Chief Executive Officer's Contract of Employment:**
 - a) Council terminate the Contract, with effect from the close of business on Tuesday 5th May 2020; and**
 - b) There be payment in lieu of notice; and**
- 2. Council delegate the Mayor the power to give the effect to the decision, in accordance with the term of the Contract, on Council's behalf.**
- 3. Appoint the Deputy CEO Officer to the position of Acting CEO or Interim CEO, effective from the close of business on the 5th May 2020.**
- 4. Thank the CEO for service to Maranoa Regional Council.**

NO VOTE TAKEN

No vote was taken on the draft motion at that time and Mayor Golder proposed the following procedural motion at 10.03am:

Resolution No. OM/04.2020/11

Moved Cr Golder

Seconded Cr McMullen

That we move this item (10.6) into closed so that we can receive the financial (*information*).

At that point, clarification was sought from the seconder that the intent was to discuss the monetary figures.

Following discussions it was clarified that the item would remain in open but Council would move into closed to discuss this item (contract and financial issues). This was done in accordance with the following section 275 of the *Local Government Regulation 2012*:

- (a) the appointment, dismissal or discipline of employees;**
- (b) industrial matters affecting employees;**
- (c) the local government's budget;**
- (h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.**

CARRIED

8/1

Mayor Golder called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Birkett	Cr. O'Neil
Cr. Edwards	
Cr. Golder	
Cr. Guthrie	
Cr. Hancock	
Cr. Ladbroke	
Cr. McMullen	
Cr. Taylor	

COUNCIL ADJOURNED THE MEETING
 FOR MORNING TEA AT 10.30AM

SUBJECT HEADING: RESUMPTION OF STANDING ORDERS
 COUNCIL RESUMED THE MEETING IN CLOSED SESSION AT 11.04AM

Resolution No. OM/04.2020/12

Moved Cr Golder

Seconded Cr McMullen

That Council open the meeting to the public at 11.06am.

CARRIED

9/0

Item Number:

10.6

File Number: D20/33696

SUBJECT HEADING:

POSITION OF CHIEF EXECUTIVE OFFICER

Officer's Title:

Chief Executive Officer

Executive Summary:

With the commencement of the new term of Council, this report provides the opportunity for Council to consider the Chief Executive Officer position.

This matter had been moved to closed session for further consideration.

Resolution No. OM/04.2020/13

Moved Cr Golder

Seconded Cr McMullen

That Item 10.6 lay on the table to the next meeting / for a future meeting, to receive questions of legal advice on this matter. The Mayor clarified that he will receive legal advice about this matter and he will be sharing that with the whole Council.

CARRIED

9/0

Responsible Officer

Mayor

DEVELOPMENT, FACILITIES & ENVIRONMENTAL SERVICES

Item Number: 13.1 File Number: D20/24417

SUBJECT HEADING: REQUEST FOR SPONSORSHIP - ROMA & DISTRICT FAMILY HISTORY SOCIETY INC

Officer's Title: Support Officer - Economic & Community Development

Executive Summary:

The Roma & District Family History Society Inc approached Council seeking sponsorship of \$5,000 to enable purchase of a new photocopier. This will allow the Roma & District Family History Society Inc to continue to printing locally published books, correspondence, pamphlets, and scanning and printing of photos.

They have been successful in obtaining sponsorship from the Santos grants program for \$2,000 to go towards purchasing a photocopier which is quoted to cost \$7,000.

Resolution No. OM/04.2020/14

Moved Cr Edwards

Seconded Cr Guthrie

That Council:

1. Approve the request from the Roma and District Family History Society Inc.
2. Provide financial support at the requested cost of \$5,000 (GST exc.) to be allocated to the Council's sponsorship budget GL 2887.2249.2001.
3. Request the Roma and District Family History Society Inc. reflect Council's contribution.

CARRIED

9/0

Responsible Officer

Support Officer – Economic & Community Development

Cr Birkett, having previously foreshadowed a 'Conflict of Interest' in the following item for reasons stated under the Section 'COUNCILLOR DECLARATIONS OF CONFLICTS OF INTEREST,' left the meeting at 11.12am, taking no part in discussion or debate on the matter.

Item Number: 13.2 File Number: D20/28239

SUBJECT HEADING: REGIONAL POOL REPORT FEBRUARY 2020

Author Title: Administration Officer - Council Buildings & Structures

Executive Summary:

Across the region, Council maintains five swimming pool complexes and the Great Artesian Spa complex.

Contractors operate the pools under Management Agreements, and provide monthly reports to Council identifying attendance, pool temperatures, chemical levels, maintenance issues and consumables.

Reports were presented for the month of February 2020 including Injune Pool, Wallumbilla Pool, Surat Pool, Mitchell Pool, Roma Pool and The Great Artesian Spa.

Resolution No. OM/04.2020/15

Moved Cr O'Neil

Seconded Cr Hancock

That Council receive the Regional Swimming Pool reports for the Injune Pool, Wallumbilla Pool, Surat Pool, Mitchell Pool, Roma Pool and The Great Artesian Spa for the month of February 2020.

CARRIED

8/0

Responsible Officer

Administration Officer – Council Buildings & Structures

At cessation of discussion and debate on the abovementioned item, Cr Birkett returned to the meeting at 11.22am.

Mayor Golder left the meeting at 11.24am, with the Deputy Mayor taking the role of 'Acting Chair' in his absence.

Item Number:

16.1

File Number: D20/33881

SUBJECT HEADING:

REVIEW OF REPORT DEADLINES TO ORDINARY MEETINGS

Councillor's Title:

Mayor Golder

Executive Summary:

The report tabled a proposal to review the deadline for reports to ordinary meetings.

Resolution No. OM/04.2020/16

Moved Cr McMullen

That the matter lay on the table.

CARRIED

8/0

CONFIDENTIAL ITEMS

In accordance with the provisions of section 275 of the *Local Government Regulation 2012*, Council resolved to go into committee (*close the meeting to the public*).

This was to discuss the confidential items listed in the agenda C1 – C17, pertaining to the following sections:

- (c) *the local government budget;*
- (d) *rating concessions;*
- (e) *contracts proposed to be made by it;*
- (h) *other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage;*

Resolution No. OM/04.2020/17**Moved Cr O'Neil****Seconded Cr Hancock****That Council go into committee (*close the meeting to the public*). (11.28am)****CARRIED****8/0**

Mayor Golder returned to the meeting and assumed the Chair at 11.28am.

Cr. O'Neil left the meeting at 11.47am, and returned at 11.49am.

Cr. Hancock left the meeting at 12.08pm, and returned at 12.11pm.

**COUNCIL ADJOURNED THE MEETING
FOR LUNCH AT 12.45 PM**

**SUBJECT HEADING: RESUMPTION OF STANDING ORDERS
COUNCIL RESUMED THE MEETING IN CLOSED SESSION AT 1.43PM**

**COUNCIL ADJOURNED THE MEETING
FOR A BRIEF RECESS AT 2.49 PM**

**SUBJECT HEADING: RESUMPTION OF STANDING ORDERS
COUNCIL RESUMED THE MEETING IN CLOSED SESSION AT 2.56PM**

Cr O'Neil left the meeting at 3.12pm, and returned at 3.14pm.

Resolution No. OM/04.2020/18**Moved Cr O'Neil****Seconded Cr McMullen****That Council open the meeting to the public at 3.33pm.****CARRIED****9/0****DECLARATION OF CONFLICTS OF INTEREST – LATE CONFIDENTIAL ITEMS**

Mayor Golder enquired if Cr Ladbrook wanted to declare a conflict of interest on LC.1 and LC.2, what type of conflict (e.g. perceived conflict) and how he would deal with it.

Following discussion and enquiry by the Mayor and Cr O'Neil, the following declarations of conflicts of interest were made:

- LC.1 – Request to use the Maranoa Parenting Van for COVID-19 Temperature Testing outside the Maranoa Region - Cr Ladbrook advised that he is a committee member of the Roma Turf Committee and would deal with the matter by leaving the room.
- LC.2 – Unnamed Section of Road off Humphreys Road - Cr Ladbrook advised that they are family members (*i.e. persons mentioned in the report*) and would leave the room.

Item Number: C.1 File Number: D20/25352

SUBJECT HEADING: EXPRESSIONS OF INTEREST - AGISTMENT OF
PADDOCK - 2 NEWBON STREET, ROMA

Officer's Title: Administration Officer - Land Administration

Executive Summary:

Council publicly invited interested parties to submit Expressions of Interest for the agistment of a Council owned paddock located at 2 Newbon Street, Roma.

The Expression of Interest was advertised on 6 and 13 March 2020 with a closing date of 20 March 2020.

Three (3) responses were received.

The Expressions of Interest states, 'If more than one expression of interest is received, the successful applicant will be decided via a ballot draw.'

Resolution No. OM/04.2020/19

Moved Cr O'Neil

Seconded Cr Birkett

That Council conduct the ballot draw to decide the successful applicant.

CARRIED

9/0

Responsible Officer

Manager – Facilities (Land, Buildings & Structures)

Resolution No. OM/04.2020/20

Moved Cr Hancock

Seconded Cr McMullen

That Council:

- 1. Enter into a formal licence agreement with Sarah Holt.**
- 2. Authorise the Chief Executive Officer, or delegate, to sign the licence agreement to keep and graze horses on land described as Lot 2 on RP101099 for a six (6) month period.**

CARRIED

9/0

Responsible Officer

Administration Officer – Land Administration

Item Number: C.2 File Number: D20/25609

SUBJECT HEADING: EXPRESSION OF INTEREST - AGISTMENT OF PADDOCK
- 58-62 STEPHENSON STREET, YULEBA

Officer's Title: Administration Officer - Land Administration

Executive Summary:

Council publicly invited interested parties to submit Expressions of Interest for the agistment of Council owned paddock located at 58-62 Stephenson Street, Yuleba.

The Expression of Interest was advertised on 6 and 13 March 2020 with a closing date of 20 March 2020.

One response was received.

Resolution No. OM/04.2020/21

Moved Cr McMullen

Seconded Cr Edwards

That Council:

1. Accept Mr Leslie Ruru's offered amount.
2. Enter into a formal licence agreement with Mr Leslie Ruru.
3. Authorise the Chief Executive Officer, or delegate, to sign the licence agreement to keep and graze horses on land described as Lot 1 on Y22137 for a one (1) year period.

CARRIED

9/0

Responsible Officer

Administration Officer – Land Administration

Item Number:

C.3

File Number: D20/32126

SUBJECT HEADING:

COVID-19 - LEASED CAFES AND CAR HIRE COMPANIES

Officer's Title:

Manager - Facilities (Land, Buildings & Structures)

Executive Summary:

Council received requests from the lessees of Council commercial café spaces and car hire companies asking for a rent reprieve due to current COVID-19 restrictions.

Resolution No. OM/04.2020/22

Moved Cr Golder

Seconded Cr McMullen

That Council, in reference to the National Cabinet, National Code of Conduct for commercial leases during the COVID-19 pandemic 'emergency period':

1. Provide Rebecca Swan trading as Becks Chopping Board a 100% waiver of management agreement payments payable under the management agreement for the Big Rig Café backdated to 23 March 2020 for a period of six (6) months.
2. Provide A & G Spinks trading as Café 54 a 100% waiver of lease payments payable under the lease for the Saleyards Cafe backdated to 23 March 2020 for a period of six (6) months.
3. Provide A & G Spinks trading as Café 54 a 100% waiver of lease payments payable under the lease for the Airport Cafe backdated to 23 March 2020 for a period of six (6) months.
4. Provide Keltone Pty Ltd a 100% waiver of lease payments payable under the lease for Injune Café on Second backdated to 23 March 2020 for a period of six (6) months.
5. Provide Hertz Australia Pty Ltd, Jonday Holdings Pty Ltd Trading as Thrifty Car Rentals, Stromben Pty Ltd Trading as Avis Toowoomba and MH5 Pty Ltd a 100% waiver of lease payments payable under the agreements for car park licences at the Roma Airport backdated to 23 March 2020 for a period of six (6) months.
6. Review the fee waivers again in five (5) months' time.

[Wording amended by the Mayor from his original motion following discussion with Council]

CARRIED

9/0

Responsible Officer

Manager - Facilities (Land, Buildings & Structures)

Item Number:

C.4

File Number: D20/32335

SUBJECT HEADING:

COMMERCIAL TENANT - LEASED CARAVAN PARK

Officer's Title:

Manager - Facilities (Land, Buildings & Structures)

Executive Summary:

Council received a request from the lessee of the Major Mitchell Caravan Park for a reprieve on rates and lease payments due to the current COVID-19 restrictions.

Resolution No. OM/04.2020/23

Moved Cr Golder

Seconded Cr Edwards

That Council, in reference to the National Cabinet, National Code of Conduct for commercial leases during the COVID-19 pandemic 'emergency period':

1. Provide Cashellwest Pty Ltd as Trustee for the Hilly Family Discretionary Trust a 100% waiver of lease payments payable under the commercial lease for the Major Mitchell Caravan Park backdated to 22 March 2020 for a period of six (6) months.
2. Defer rates and charges (excluding interest) for a period of six (6) months, subject to the operators demonstrating financial hardship by close of business on Friday 1 May 2020, and then request that the operator enter into a payment plan, and the payment plan be brought back to Council for approval.

[Wording amended by the Mayor from his original motion following discussion with Council]

CARRIED

9/0

Responsible Officer

Manager - Facilities (Land, Buildings & Structures)

Item Number:

C.5

File Number: D20/32915

SUBJECT HEADING:

COVID-19 - COMMUNITY ORGANISATION TENANTS

Officer's Title:

Manager - Facilities (Land, Buildings & Structures)

Executive Summary:

Council received requests from the community organisations who tenant the Roma on Bungil Community Arts Centre Art Studios, and also the Roma Roadrunners Boxing Group, seeking a reprieve on hire fees, due to the current COVID-19 restrictions which prevent the groups from meeting and using the facilities.

Resolution No. OM/04.2020/24
Moved Cr Hancock
Seconded Cr Birkett

That Council, in recognition of the current COVID-19 restrictions, waive applicable hire fees payable by the:

1. Roma Performing Arts Society, The Silversmiths Roma Group Inc, Roma Pottery Group Inc, Roma Arts & Ceramics, Maranoa Artists and Roma Patchwork & Crafters Inc for use of the Roma on Bungil Community Arts Studios as outlined in tenancy agreements between each of the groups and Council. The fee waiver to be backdated to 26 March 2020 and be in place until four weeks after a directive is received that the groups' activities are able to recommence.
2. Roma Road Runners for use of the wool display area/storage room at Bassett Park as outlined in the tenancy agreement between the group and Council with the fee waiver to be backdated to 23 March 2020 and be in place until four weeks after a directive is received that the groups' activities are able to recommence.

CARRIED
9/0
Responsible Officer
Manager - Facilities (Land, Buildings & Structures)
Item Number:
C.6
File Number: D20/27313
SUBJECT HEADING:
REQUEST WAIVER OF DEBT RECOVERY LEGAL FEES - ASSESSMENT 14010219
Officer's Title:
Rates & Utilities Billing Officer
Executive Summary:

Correspondence was received from ratepayer requesting waiver of debt recovery legal fees.

Resolution No. OM/04.2020/25
Moved Cr Golder
Seconded Cr McMullen
That Council:

1. Waive the debt recovery legal fees of \$629.29 on receipt of a statutory declaration stating that the ratepayer did not receive the rates notices in question. *[Number amended by the Mayor from the original motion following discussion with Council].*
2. Request that the Rates Recovery Policy come back to a future Council meeting for discussion.

CARRIED
6/3

Cr. Golder called for a division of the vote. The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Birkett	Cr. Hancock
Cr. Edwards	Cr. O'Neil
Cr. Golder	Cr. Taylor
Cr. Guthrie	
Cr. Ladbrook	
Cr. McMullen	

Responsible Officer
Rates & Utilities Billing Officer

COUNCIL ADJOURNED THE MEETING
FOR A BRIEF RECESS AT 4.10PM

SUBJECT HEADING: RESUMPTION OF STANDING ORDERS
COUNCIL RESUMED THE MEETING AT 4.14PM

Item Number: C.7 File Number: D20/31371

SUBJECT HEADING: REQUEST WAIVER OF RATES FOR 12 MONTHS FOR
ASSESSMENTS 12001186 AND 12002945

Officer's Title: Rates & Utilities Billing Officer

Executive Summary:

Correspondence was received requesting a waiver of rates for 12 months for Assessments 12001186 and 12002945.

Resolution No. OM/04.2020/26

Moved Cr Golder

Seconded Cr Edwards

That Council offer to defer the rates and charges for a period of six (6) months on receipt of evidence of financial hardship and request a payment arrangement be submitted before the end of six (6) months, for rates and charges for approval of Council.

[Wording amended by the Mayor from his original motion following discussion with Council]

CARRIED

5/4

Cr. Golder called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Edwards	Cr. Birkett
Cr. Golder	Cr. Hancock
Cr. Guthrie	Cr. O'Neil
Cr. Ladbrook	Cr. Taylor
Cr. McMullen	

Responsible Officer

Rates & Utilities Billing Officer

Item Number: C.8 File Number: D20/28188

SUBJECT HEADING: OUTSTANDING RATES AND CHARGES MONTHLY
UPDATE - MARCH 2020

Author Title: Rates & Utilities Billing Officer

Executive Summary:

The purpose of this report was to provide Council with an update on the progress of debt recovery for overdue rates and charges.

Resolution No. OM/04.2020/27

Moved Cr Birkett

Seconded Cr Hancock

That:

1. Council receive and note the Officer's report as presented.
2. In future, this report be incorporated into Council's quarterly reporting process.

[Wording amended by Cr Birkett from his original motion following discussion]

CARRIED

9/0

Responsible Officer

Rates & Utilities Billing Officer

Item Number:

C.9

File Number: D20/32646

SUBJECT HEADING:

REQUEST DEFERMENT OF RATES PAYMENTS FOR SIX MONTHS - ASSESSMENT 14012181

Officer's Title:

Rates & Utilities Billing Officer

Executive Summary:

Correspondence was received requesting a deferment of rates payment arrangement for six months due to COVID-19.

Resolution No. OM/04.2020/28

Moved Cr Golder

Seconded Cr Guthrie

That Council agree to defer payment of rates for a period of six (6) months from the date of the request, provided that the ratepayer shows evidence of financial hardship, and request from the ratepayer a new payment arrangement, and that it be brought back to Council for approval before the end of the six (6) month deferment.

[Wording amended by the Mayor from his original motion]

CARRIED

6/3

Cr. Golder called for a division of the vote. The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Birkett	Cr. Hancock
Cr. Edwards	Cr. O'Neil
Cr. Golder	Cr. Taylor
Cr. Guthrie	
Cr. Ladbroke	
Cr. McMullen	

Responsible Officer

Rates & Utilities Billing Officer

Item Number: C.10 File Number: D20/32878

SUBJECT HEADING: REQUEST DEFERMENT OF RATES PAYMENT FOR SIX MONTHS - ASSESSMENTS 14000384, 15012818 & 15012826

Officer's Title: Rates & Utilities Billing Officer

Executive Summary:

Correspondence was received requesting a deferment of payment of rates due to their business having to shut down because of COVID-19.

Resolution No. OM/04.2020/29

Moved Cr Golder

Seconded Cr O'Neil

That Council agree to defer the payment of rates for six (6) months from the date of the request, and request from the ratepayer a payment arrangement to be submitted to Council before the end of six (6) months.

CARRIED

9/0

Responsible Officer

Rates & Utilities Billing Officer

Item Number: C.11 File Number: D20/32313

SUBJECT HEADING: REQUEST TEMPORARY RELAXATION OF EXTRA PEDESTAL CHARGES - ASSESSMENT 12000956

Officer's Title: Rates & Utilities Billing Officer

Executive Summary:

Correspondence was received requesting a temporary relaxation of the extra pedestals charges on Assessment 12000956.

Resolution No. OM/04.2020/30

Moved Cr Golder

Seconded Cr Birkett

That Council defer the extra pedestal charges for a period of six (6) months subject to evidence of financial hardship being provided, and request of the ratepayer a proposed payment arrangement for payment of deferred charges, to be submitted to Council for approval before the end of the six (6) month period.

[Wording amended by the Mayor from his original motion following discussion with Council]

CARRIED

9/0

Responsible Officer

Rates & Utilities Billing Officer

Cr Birkett left the meeting at 4.49pm, and returned at 4.50pm.

Item Number: C.12 File Number: D20/33134

SUBJECT HEADING: DISPUTE OF WATER ACCESS INFRASTRUCTURE
CHARGE - ASSESSMENT 13002738

Officer's Title: Lead Rates and Utilities Billing Officer / Systems
Administrator

Executive Summary:

The applicant is disputing the water access infrastructure charge on the 2019/20 rates notices, regarding Assessment No. 13002738.

Resolution No. OM/04.2020/31

Moved Cr Golder

Seconded Cr McMullen

That:

1. Council, in accordance with *Local Government Regulation 2012* Section 120 (1) (c), grant a concession (hardship concession).
2. The concession is provided to the current owner/s only.

[Wording amended by the Mayor from his original motion following discussion with Council]

CARRIED

8/1

Cr. Golder called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Birkett	Cr. O'Neil
Cr. Edwards	
Cr. Golder	
Cr. Guthrie	
Cr. Hancock	
Cr. Ladbroke	
Cr. McMullen	
Cr. Taylor	

Responsible Officer

**Lead Rates and Utilities Billing Officer /
Systems Administrator**

Item Number: C.13 File Number: D20/32744

SUBJECT HEADING: ROMA CEMETERY - REQUEST TO INSTALL STREET
BOLLARDS

Officer's Title: Manager - Communication, Information & Administration
Services

Executive Summary:

Correspondence was received requesting Council to place street bollards in Lewis street at the intersection with Conlan Street at the Roma Cemetery.

Resolution No. OM/04.2020/32

Moved Cr McMullen

Seconded Cr Golder

That:

1. The matter lay on the table for further consideration at the next meeting on 13 May 2020, to allow officers additional time to investigate potential installation options and associated costs.
2. In the interim a letter be provided to the resident by the way of update.

CARRIED

9/0

Responsible Officer	Manager - Communication, Information & Administration Services
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Item Number:

C.14

File Number: D20/27710

SUBJECT HEADING:

**REQUEST FOR QUOTE SCADA UPGRADE PROJECT -
SYSTEM INTEGRATION CONSULTANCY**

Officer's Title:

**Manager - Procurement & Plant
Manager - Water, Sewerage & Gas**

Executive Summary:

Council's Supervisory Control and Data Acquisition (SCADA) and Industrial Control Systems (ICS) are used to monitor and control the water reticulation network and wastewater network via telemetry networks and control systems. These systems are important for demonstrating and delivering efficient and effective management of assets.

The current system is outdated and contains operational inefficiencies.

The SCADA Upgrade Project has been developed to upgrade the SCADA system to modern technology providing reliable, timely monitoring and control of the water and wastewater networks.

A request for quote (RFQ) was sent to the Register of Pre-qualified Suppliers of the supply, installation and maintenance of SCADA systems and associated services for consultancy services for design, configuration, programming, integration and commissioning of the new SCADA system.

Resolution No. OM/04.2020/33

Moved Cr O'Neil

Seconded Cr Guthrie

That Council:

1. Select SAFEgroup Automation Pty Ltd as the recommended supplier for Supervisory Control and Data Acquisition (SCADA) upgrade project systems integration consultancy noting the tendered value of \$498,547.34 including GST.
2. Authorise the Chief Executive Officer (or delegate) to enter into final negotiations with SAFEgroup Automation Pty Ltd, and form a contract to perform the consultancy if the final terms are acceptable.

CARRIED

9/0

Responsible Officer	Manager - Procurement & Plant
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Item Number: C.15 **File Number:** D20/30327
SUBJECT HEADING: REQUEST FOR REDUCED TRADING TERMS
Officer's Title: Manager - Procurement & Plant

Executive Summary:

Council received correspondence from a supplier requesting a reduction in trading terms from 28 days to 14 days.

The request was tabled for Council consideration.

Resolution No. OM/04.2020/34

Moved Cr McMullen

Seconded Cr Edwards

That Council approve the requested reduction in trading terms from twenty-eight days (28) to fourteen days (14) for any invoices submitted by creditor 14959.

CARRIED

9/0

Responsible Officer

Manager - Procurement & Plant

Item Number: C.16 **File Number:** D20/30594
SUBJECT HEADING: ROMA FLOOD MITIGATION PROJECT - STAGE 2 - REQUEST FOR EXTENSION OF TIME FOR PROJECT COMPLETION
Officer's Title: Program Funding & Budget Coordinator
 Deputy Director / Strategic Road Management

Executive Summary:

This report presents Council with a status/progress update on the Roma Flood Mitigation Project - Stage 2 and the funding arrangements that are currently in place for these works. The report seeks to submit a funding agreement variation to extend the current project completion date of the project.

Resolution No. OM/04.2020/35

Moved Cr O'Neil

Seconded Cr Birkett

That:

1. Council authorise the CEO to prepare and sign a funding agreement variation to the Department of State Development, Manufacturing, Infrastructure & Planning to extend the project completion date for the Roma Flood Mitigation Project – Stage 2 to 15 December 2020.
2. Councillors and officers undertake an on-site inspection to familiarise Councillors with the project.

(Slight amendment included by Cr O'Neil following discussion)

CARRIED

9/0

Responsible Officer

Program Funding & Budget Coordinator

Cr Ladbrook left the meeting at 5.02pm, and did not return for the remainder of the meeting.

LATE CONFIDENTIAL ITEMS

In accordance with the provisions of section 275 of the *Local Government Regulation 2012*, Council resolved to close the meeting to discuss items LC.1 and LC.2, which it has deemed to be of a confidential nature and specifically pertaining to the following sections:

- (h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

Resolution No. OM/04.2020/36	
Moved Cr O'Neil	Seconded Cr Hancock
That Council move into committee (close the meeting) to the public. (5.04pm)	
CARRIED	8/0

Resolution No. OM/04.2020/37	
Moved Cr O'Neil	Seconded Cr McMullen
That Council open the meeting to the public (at 5.24pm).	
CARRIED	8/0

Item Number:	LC.1	File Number: D20/34940
SUBJECT HEADING:	REQUEST TO USE THE MARANOA PARENTING VAN FOR COVID-19 TEMPERATURE TESTING OUTSIDE THE MARANOA REGION	
Officer's Title:	Executive Customer Service Officer - Office of the Mayor & CEO	

Executive Summary:

Council received correspondence on 21 April 2020 from a commercial business requesting to use the Maranoa Parenting Van to conduct temperature testing at race meetings in Charleville, Emerald and Longreach.

This matter was before Council as the request is outside the hire parameters of Council's adopted Hire Deed GM/04.2013/23.

Resolution No. OM/04.2020/38	
Moved Cr Golder	Seconded Cr O'Neil
That Council decline the request from the applicant because the parenting van, as per the agreement, cannot go outside of the Maranoa region.	
CARRIED	8/0

Responsible Officer	Executive Customer Service Officer - Office of the Mayor & CEO
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Item Number: LC.2 **File Number:** D20/35071
SUBJECT HEADING: UNNAMED SECTION OF ROAD OFF HUMPHREYS ROAD
Author Title: Deputy Director / Strategic Road Management

Executive Summary:

At the Council Meeting on 11 March 2020, it was resolved that a report be prepared for an upcoming meeting regarding a section of unnamed road off Humphreys Road.

The report followed discussions with officers, and Council's correspondence on 17 January 2020.

Since the Council meeting, Council staff have been working to establish what options are available to Council to help resolve this ongoing matter, aspects of which date back to 1999 and 2002 (prior to amalgamation) and have been considered by Maranoa Regional Council on a number of occasions.

The information report provided Council with a progress update on the matter, and foreshadowed a formal Officer's Report that is planned for tabling to the Ordinary Meeting of 13 May 2020.

Resolution No. OM/04.2020/39

Moved Cr O'Neil

Seconded Cr McMullen

That Council:

1. Receive and note the Information Report as presented.
2. Note that a subsequent report is planned to be tabled to the Ordinary Meeting of Council on 13 May 2020 regarding the matter.
3. Send correspondence to the relevant persons (i.e. All parties). *(Point 3 added by Cr O'Neil following discussion with Council).*

CARRIED

8/0

Responsible Officer

Deputy Director / Strategic Road Management

COUNCILLOR BUSINESS

Item Number: 14.1 **File Number:** D20/33881
SUBJECT HEADING: REVIEW OF REPORT DEADLINES TO ORDINARY MEETINGS
Councillor's Title: Mayor Golder

Executive Summary:

The report tabled a proposal to review the deadline for reports to ordinary meetings. This matter had been laid on the table earlier during the meeting. Council resumed its deliberations.

Resolution No. OM/04.2020/40

Moved Cr Golder

Seconded Cr McMullen

That a report be prepared for the ordinary meeting on 13 May 2020.

CARRIED

8/0

Responsible Officer	Lead Officer – Elected Members & Community Engagement
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CLOSURE

There being no further business, the Mayor thanked Council for their attendance and declared the meeting closed at 5.27pm.

These Minutes are to be confirmed at the next Ordinary Meeting of Council to be held on 13 May 2020, at the Roma Administration Centre.

.....
Mayor.

.....
Date.

OFFICER REPORT

Meeting: Ordinary 13 May 2020

Date: 6 May 2020

Item Number: 10.1

File Number: D20/39533

SUBJECT HEADING: Election of the Local Government Association of Queensland's (LGAQ) Policy Executive District 5 Ballot

Classification: Open Access

Officer's Title: Lead Officer - Elected Members & Community Engagement

Executive Summary:

At the Post Election Meeting on 16 April 2020, Councillors resolved not to nominate a representative for the Local Government Association of Queensland's (LGAQ) Policy Executive 2020 – 2024 for District No.05 – South West.

LGAQ has written to Council to advise that as more than one nomination for District No.05 was received, an election by ballot has been called. Council is asked to consider its voting position.

Officer's Recommendation:

That Council considers its vote in the ballot for the Local Government Association of Queensland's (LGAQ) Policy Executive 2020 – 2024 for the District No.05 – South West representative.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Local Government Association of Queensland
District No.05 – South West Councils (Balonne, Bulloo, Maranoa, Murweh, Paroo, Quilpie)

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
LGAQ	Local Government Association of Queensland

Context:

Why is the matter coming before Council?

For Council to consider its vote in the ballot for the District Representative to the LGAQ Policy Executive for the 2020 – 2024 term (District No.05 – South West).

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

At the Post Election Meeting, Council considered the nomination of a Councillor for the District Representative to the LGAQ Policy Executive for the 2020 – 2024 term (District No.05 – South West). The resolution from the meeting was as follows:

Resolution No. PE/04.2020/05

That Council:

- 1. Receive the letter as presented and attached to the officer's report.***
- 2. Not nominate anyone from Maranoa Regional Council for the LGAQ Policy Executive term 2020 – 2024 - District No. 05 – South West.***

Correspondence has been received from LGAQ advising that two nominations have been received for District No.05. The nominees are:

Robyn Fuhrmeister – Balonne Shire Council
Cameron O'Neil – Maranoa Regional Council

Each Council in the South West District (Balonne, Bulloo, Maranoa, Murweh, Paroo, Quilpie) is entitled to exercise two (2) votes.

Council has been asked to complete and return the Ballot to LGAQ's Returning Officer by 25 May 2020.

The ballot is due to be returned to LGAQ by 25 May 2020.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Rule 5.4 of the Association's Constitution and Rules.

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?
What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil.

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Nil.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

As advised in the meeting report on 16 April 2020, LGAQ reimburses the successful candidate's costs associated with meeting attendance.

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

No impact to Council's budget as the Association reimburses the successful candidate's costs associated with meeting attendance.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Not applicable (No impact to Council's budget).

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

Not applicable.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

That Council considers its vote in the ballot for the Local Government Association of Queensland's (LGAQ) Policy Executive 2020 – 2024 for the District No.05 – South West representative.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council considers its vote in the ballot for the Local Government Association of Queensland's (LGAQ) Policy Executive 2020 – 2024 for the District No.05 – South West representative.

Link to Operational Plan Function:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.1 Elected members

Supporting Documentation:



Email Notification from LGAQ - 2020 Policy Executive

D20/40114



Elections - District 5 South West

Chief Executive Officer

Kelly Rogers

From: Julie Reitano
Sent: Friday, 8 May 2020 5:33 PM
To: Kelly Rogers
Subject: 2020 Policy Executive Elections Ballot Papers - District 5 South West

Julie Reitano
Chief Executive Officer,
Office of Chief Executive Officer

D: 1300 007 662 M: 0419 011 658 F: (07) 4624 6990

From: Greg Hallam, CEO [mailto:returning_officer@lgaq.asn.au]
Sent: Wednesday, 6 May 2020 1:20 PM
To: Office of the CEO <ceo@maranoa.qld.gov.au>
Subject: MARKETING MAIL 2020 Policy Executive Elections Ballot Papers - District 5 South West

Click [here](#) if you are having trouble viewing this message.



Dear Julie

Re: Policy Executive Elections

At the close of nominations at 5.00pm Friday 1 May 2020, nominations have been received from your District.

Please note that these elections are being conducted in accordance with the Association's rules. Accordingly, the number of votes your Council is entitled to exercise is displayed on the ballot paper.

Please complete the attached Ballot paper and return to me as soon as possible, and **NO LATER THAN 5.00PM MONDAY, 25 MAY 2020** via email to returning_officer@lgaq.asn.au.

The poll will be declared immediately after the votes are counted.

If you have any queries, please do not hesitate to contact me.

CLICK HERE for your Ballot Paper



GREG HALLAM AM
CEO LGAQ

Dorothy_Mohanta@lgaq.asn.au On Behalf Of Returning Officer (CEO)



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25 Evelyn Street, Newstead, Brisbane Qld 4006

ask@lgaq.asn.au · 1300 542 700

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OFFICER REPORT

Meeting: Ordinary 13 May 2020

Date: 6 April 2020

Item Number: 12.1

File Number: D20/30268

SUBJECT HEADING: Nomination of projects for funding under Australian Government's Heavy Vehicle Safety and Productivity Program

Classification: Open Access

Officers' Titles: Deputy Director / Strategic Road Management
Program Funding & Budget Coordinator

Executive Summary:

Maranoa Regional Council is eligible to apply for funding under Round 7 of the Australian Government's Heavy Vehicle Safety and Productivity Program (HVSPP)

This report provides an overview of the program, including funding commitment requirements, and lists a number of potential projects that Council may consider for a funding application under the program.

Officer's Recommendation:

That Council:

1. Submit an application under Round 7 of the Australian Government's Heavy Vehicle Safety and Productivity Program (HVSPP);
2. Endorse that a 50% co-contribution of the project budget is included in the 2020/21 budget; and
3. Authorise the Chief Executive Officer to sign the submission form, and any further agreements with the Australian Government as required.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

N/A

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
HVSPP	Australian Government's Heavy Vehicle Safety and Productivity Program
AMP	Asset Management Plan

Context:

Why is the matter coming before Council?

Round 7 of the Australian Government's Heavy Vehicle Safety and Productivity Program (HVSPP) is currently open for submissions.

This report seeks Council's consideration as to whether a funding application is to be prepared and submitted under the program.

Funding under the program is provided on a 50/50 contribution basis and would require Council confirming a commitment of budget allocation as part of the application for funding.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Program Overview and Eligibility

The HVSPP is an Australian Government initiative. The objectives of the program are to increase productivity and safety of heavy vehicle operations, including the provision of driver fatigue management rest areas and enhancement of heavy vehicle networks.

In addition, livestock transport operations will also be eligible for funding, providing they are submitted by an eligible Council under the Drought Communities Programme Extension funding and associated with a public road.

To be eligible under Round Seven of HVSPP:

- Proponents must be a state/territory government, or local government entity in receipt of Roads to Recovery funding (Private entities are not permitted to apply);
- Proponents proposing livestock transport industry proposals must be an eligible Council under the Drought Communities Programme Extension and the project must be associated with a public road.
- Proponents must provide an engineer's report (not more than three years old) and a letter from the Council agreeing to match Australian Government funding, as evidence they are ready to proceed;
- In the case of proposals seeking funding for the repair/replacement of natural disaster affected infrastructure, a current engineer's report detailing the level of damage and potential impact on the community must be provided.

- **Proponents must contribute at least 50 per cent of costs** – proponents are able to combine state/territory and/or private sector funding to obtain 50 per cent funding. This includes funding from other Australian Government funding programs including Roads to Recovery, and Financial Assistance Grants;
- Construction must not have commenced, or be due to commence and tenders must not have been awarded. Construction means actual on ground works at the project site and/or the fabrication of major components off site. Clearance of infrastructure damaged as a result of natural disaster may not be considered commencement of construction in the case of remediation proposals.
- Construction prior to Departmental advice that your project can commence may result in funding for the project being withdrawn by the Department;
- Construction must be scheduled to start within 12 months after the signing of a Project Approval Instrument and be completed no later than 24 months after the signing of the Project Approval Instrument;

The following types of projects are eligible for funding:

- Proposals on the National Land Transport Network;
- Rest Areas;
- Parking/decoupling bays;
- Technology trials;
- Road enhancements;
- Bridges, where they are a necessary component of the works and do not exceed 40 percent of the total project funding;
- Demonstration projects;
- Livestock transport industry proposals, provided such a facility is in a drought declared area and associated with a public road, and initiated and delivered by a local, state or territory government; and
- Livestock vehicle effluent collection and treatment facilities (provided such a facility is associated with a road and access is similar to that of a traditional rest area).

Previous Submissions

Council has submitted applications under previous rounds of HVSP. These submissions are summarised below:

Round 6 - unsuccessful

1. Forestry road improvement project - Mt Moffatt Road for \$2,010,000
2. Roma Saleyards - Primaries Road Extension for \$1,350,000

Round 4 - successful

Non-livestock hard stand parking area for \$516,000

Round Seven Details

For Round 7, Local Government applicants can apply for up to \$2M per project.

Proposals will be comparatively and competitively assessed, with a total of \$150 million in funding made available under this round.

Applications for Round 7 close on **29 May 2020**.

A number of potential projects that meet the eligibility criteria have been prepared for Council's consideration.

1. Roma Saleyards - Primaries Road Extension

Project Description – Extend Primaries Road to provide second access to the Roma Saleyards facility. Second access to be one-way [outbound]. This project has been discussed previously at the Roma Saleyards Advisory Committee

Estimated Cost - \$1,350,000. If the application is successful, Council will be required to commit \$675,000 in the 2020/21 budget.

By way of additional background, Council passed the following resolution at its meeting on 13 December 2017:

That Council:

1. *Liaise with the Department of Transport & Main Roads, and other relevant stakeholders to further investigate developing a permanent entrance/exit from Primaries Road to the Roma Saleyards.*
2. *Investigate associated costs to undertake works for further budget consideration. (GM/12.2017/103)*

This matter was raised with the Department of Transport and Main Roads (DTMR) at a Saleyards Advisory Meeting. DTMR verbally advised that it would be unlikely they could contribute funding to the works, however indicated that funding opportunities for heavy vehicle routes was coming up soon.

2. Heavy Vehicle Route Upgrade – Creek Street, Amby

Project Description – Bitumen upgrade of the approved heavy vehicle section of Creek and Chambers Streets, Amby from Warrego Highway to Springfield Road. Includes drainage upgrade works at the intersection of Creek and Chambers Street.

Estimated Cost - \$315,000. If the application is successful, Council will be required to commit \$157,500 in the 2020/21 budget.



3. Heavy Vehicle Pull-Off Area – Wallumbilla North Road

Project Description – Construction of a heavy vehicle rest area / pull off area on the eastern side of Wallumbilla North Road. This will allow an area for trucks to pull off prior to entering the town. An added advantage would be to allow for any dust to be dropped before entering the town.

The project would be require the acquisition of a small piece of freehold land due to the narrow road corridor along this section. Whilst preliminary, the estimate includes a provisional amount to account for this.

Estimated Cost - \$115,000. If the application is successful, Council will be required to commit \$57,500 in the 2020/21 budget.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

N/A

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Council's current Asset Management Plan (AMP) does not specifically reference any of the proposed projects as outlined above. The focus of the AMP is on a renewal strategy (i.e. maintaining our current level of service) rather than contemplating specific upgrades in detail.

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the

funding body, any dates of critical importance or updates or approvals required)

Manager - Construction

Manager - Saleyards

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

If successful, Council will be required to:

- contribute at least 50 per cent of costs to the project;
- commence construction within 12 months after the signing of a Project Approval Instrument and be completed no later than 24 months after the signing of the Project Approval Instrument

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? ***Is this already included in the budget? (Include the account number and description).***

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

N/A – funding not likely to impact the 2019/20 financial year, with successful announcements likely to be made in 2020/21.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Council will be required to commit to 50% co-contribution cost in the 2020/21 budget for any project that is applied for under Round 7. This would ensure adequate provision has been made in the budget should Council be successful in their application under the program.

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns?

(Interested Parties Analysis - IS9001:2015)

Local Residents in Amby

Local Residents in Wallumbilla

Department of Transport and Main Roads (Creek Street and Primaries Road)

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Accessing budget in future year budgets	Council will be required to commit to 50% co-contribution cost in the 2020/21 budget for any project that is applied for under Round 7. This would ensure adequate provision has been made in the budget should Council be successful in their application under the program.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Round 7 of the Australian Government's Heavy Vehicle Safety and Productivity Program (HVSPP) provides Council with the opportunity to prepare and submit a funding application for eligible projects up to a maximum of \$2M.

If any of the listed projects are a priority of Council, Round 7 of HVSSP provides Council with the opportunity to partner with the Australian Government, and reduce the amount of funding Council would be required to assign to have one of these project delivered.

Notwithstanding, this opportunity does require Council to provide a 50% contribution to the construction costs.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council:

1. Submit an application under Round 7 of the Australian Government's Heavy Vehicle Safety and Productivity Program (HVSPP);
2. Endorse that a 50% co-contribution of the project budget is included in the 2020/21 budget; and
3. Authorise the Chief Executive Officer to sign the submission form, and any further agreements with the Australian Government as required.

Link to Operational Plan Function:

Corporate Plan 2018-2023

Strategic Priority 1: Getting the basics right

1.3 Roads and drainage

Supporting Documentation:

Nil

Report authorised by:

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental Services

OFFICER REPORT

Meeting: Ordinary 13 May 2020

Date: 7 May 2020

Item Number: 12.2

File Number: D20/39596

SUBJECT HEADING: Master Builders Awards - Nomination of Roma
Saleyards Multi Purpose Facility

Classification: Open Access

Officers' Titles: Deputy Director / Strategic Road Management
Senior Engineer

Executive Summary:

J Hutchinson Builders Pty Ltd have requested permission to submit the Roma Saleyards Multipurpose Facility Project as an entry to the 2020 Downs and Western Region Master Builders Awards, in the category Community Service Facilities / Tourism & Leisure Facilities up to \$10M, which is now open for entries.

The recently completed Roma Saleyards Multipurpose Facility Project has been identified as demonstrating the criteria for top honours in the above mentioned categories, which if successful, will progress it to the State Awards for consideration.

Principal Contractor J Hutchinson Builders Pty Ltd will be submitting the entry provided Council's endorsement is received.

Entries for this Award closes on 22 May 2020.

Officer's Recommendation:

That Council:

1. Endorse the submission by J Hutchinson Builders Pty Ltd for the entry of the Roma Saleyards Multipurpose Facility Project in the 2020 Downs and Western Region Master Builders Awards, in the category Community Service Facilities / Tourism & Leisure Facilities up to \$10M
 2. Authorise the Chief Executive Officer to sign the Owner's Authorisation Form required for the submission.
-

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

J Hutchinson Builders Pty Ltd

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
None	Not Applicable

Context:

Why is the matter coming before Council?

To seek Council's endorsement for J Hutchinson Builders Pty Ltd to enter the recently completed Roma Saleyards Multipurpose Facility Project in the 2020 Downs and Western Region Master Builders Awards, in the category Community Service Facilities / Tourism & Leisure Facilities up to \$10M, closing on 22 May 2020.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Entries are now open for the 2020 Downs and Western Region Master Builders Awards for projects demonstrating the following criteria:

- Excellence and outstanding quality outcomes in the delivery of a building complex.
- Architecture and innovative features incorporated in the building and surrounding precinct.
- Impact on the community.
- Functionality and efficiency of use for designed purpose.
- Aesthetics and general integration into surrounding facilities and areas.

The Roma Saleyards Multipurpose Facility Project has the potential to do well in the above criteria. Principal Contractor J Hutchinson Builders Pty Ltd will do the submission to the Awards, without further involvement from Council.

J Hutchinson Builders Pty Ltd will cover all costs associated with the preparation and submission of this entry.

The entry has the potential to showcase the Roma Saleyards Multipurpose Facility and the Maranoa Region which will contribute to the attraction of visitors to the region and demonstration of excellence in delivery and partnership with industry.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

N/A

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

- Brandon Tonkin, Project Manager for J Hutchinson Builders Pty Ltd has requested the endorsement and authorisation to enter the project for consideration of this Award.
- Paul Klar, Roma Saleyards Manager has no objection to the facility being entered for consideration of this Award.
- Justine Miller, Regional Tourism Development Coordinator is supportive of the submission adding that it will be great publicity from a tourism attraction perspective and can be used in future promotions.

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

- Building our Region (BoR), will be notified if Council endorses the entry.
- Building Better Regions Fund (BBFR) will be notified if Council endorses the entry.

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

The submission will be prepared and entered by J Hutchinson Builders Pty Ltd. There will be no cost to Council and no further involvement of any Council Officers.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

No financial implication

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

Principal Contractor – J Hutchinson Builders Pty Ltd, recognition of participation in this Award and possible accolade of the project being winner of the Regional Award and progressing to the State Awards.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Opportunity lost to showcase the facility	The Masters Builders Award provides Council with an opportunity to showcase the Roma Saleyards Multipurpose Facility and promote the Maranoa Region on an industry level (Master Builders Association) and in general.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Support the submission of the Roma Saleyards Multipurpose Facility Project in the 2020 Downs and Western Region Master Builders Awards, in the category Community Service Facilities / Tourism & Leisure Facilities up to \$10M

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council:

1. Endorse the submission by J Hutchinson Builders Pty Ltd for the entry of the Roma Saleyards Multipurpose Facility Project in the 2020 Downs and Western Region Master Builders Awards, in the category Community Service Facilities / Tourism & Leisure Facilities up to \$10M
2. Authorise the Chief Executive Officer to sign the Owner Authorisation Form required for the submission.

Link to Operational Plan Function:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.6 Saleyards

Supporting Documentation:

Nil

Report authorised by:

Director - Corporate & Community Services

OFFICER REPORT

Meeting: Ordinary 13 May 2020

Date: 28 April 2020

Item Number: 13.1

File Number: D20/36752

SUBJECT HEADING: Easter in the Country Sponsorship 2020

Classification: Open Access

Officer's Title: Regional Tourism Development Coordinator

Executive Summary:

Due to the COVID-19 pandemic Easter in the Country was forced to cancel the 2020 Easter in the Country Festival on 18 March 2020, just three weeks prior to the event. The cancellation was due to Federal and State Government directives that all non-essential travel be cancelled and social gatherings must be limited to two people in order to stop the spread of coronavirus.

However, all marketing costs had already been incurred by the volunteer not-for-profit Committee prior to the cancellation on the event so they are requesting Council still honour the sponsorship arrangement for 2020.

Officer's Recommendation:

That Council consider Easter in the Country Committee's request to uphold sponsorship arrangements for 2020.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Easter in the Country Committee

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
EITC	Easter in the Country

Context:

Why is the matter coming before Council?

On the 6 April 2020 Easter in the Country President, Jenny Flynn, emailed The Office of the CEO requesting payment of the \$15,000 annual sponsorship.

Background:

Is anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

In the 2019/2020 budget Maranoa Regional Council allocated \$15,000 in cash and \$15,000 in-kind support for the 2020 Easter in the Country Festival.

At a Special Meeting of Council of 24 January 2020 Council resolved to provide an additional \$3,340 being the balance of the 2019/20 sponsorship budget.

At the General Meeting of Council held on 26 February 2020 Council resolved to provide an additional \$6,945 to Easter in the Country to assist in the hiring of a commercial kitchen to be utilised at the Roma Saleyards for Tucker Under the Stars.

As the event was cancelled on the 18 March due to COVID-19 restrictions the commercial kitchen was not required therefore Easter in the Country is requesting the original sponsorship figure of \$15,000 be paid.

The sponsorship amount of \$15,000 in-kind that Council also provides is not required for the 2020 Festival.

Prior to the events forced cancellation all of the marketing and advertising expenses, including TV advertising, radio, print and a range of publications/flyers plus the printing of the event program had been incurred. Easter in the Country is a volunteer not-for-profit organisation that relies on event ticket sales to generate income. As of the 18 March 2020 all tickets had to be refunded. The Committee does not have vast reserves of cash to be able to absorb an entire year with no revenue. The payment of this sponsorship will assist in the sustainability of the event moving forward.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision? What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Deputy CEO/ Director Development, Facilities & Environmental Services Rob Hayward
Manager Community and Economic Development, Ed Sims

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Nil

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$) ? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

\$15,000 has been allowed for in this year's budget.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$) ? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

If Council was not to honour their annual sponsorship of \$15,000 it may impact on the financial sustainability of the Easter in the Country Festival.

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Sustainability of the event.	The event brings significant economic and social benefits that could be impacted by non-payment of the sponsorship.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Honour the 2020 sponsorship arrangement with Easter in the Country.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

No.


Link to Operational Plan Function:

Corporate Plan 2018-2023

Strategic Priority 4: Growing our region

4.4 Tourism

Supporting Documentation:

1  Easter in the Country Invoice MRC Amended 10 March 2020 D20/37797

Report authorised by:

Manager - Economic & Community Development

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental Services



PO Box 971
ROMA, QLD 4455
ABN 16 247 155 099

Tax Invoice

Date	Tax Invoice #
10/03/2020	221

Tax Invoice To

Maranoa Regional Council
PO Box 42
Mitchell
4465

		P.O. No.	Terms	Project
Description	Qty	Rate	TAX AMT	Amount
Roma's Easter in the Country 2020 - amended		15,000.00	0.00	15,000.00

Please pay Westpac BSB: 034211
Account No: 237361

Tax Summary

SUBTOTAL	\$15,000.00
Tax Total	\$0.00
Total	\$15,000.00
Payments/Credits	\$0.00
Balance Due	\$15,000.00
Tax Total	0.00
Total	15,000.00

INFORMATION REPORT

Meeting: Ordinary 13 May 2020

Date: 29 April 2020

Item Number: 13.2

File Number: D20/37288

SUBJECT HEADING: COVID-19 Update from Maranoa Local Disaster Management Group

Classification: Open Access

Officer's Title: Associate to the Director / Directorate Budget & Emergency Management Coordination

Executive Summary:

This report is to provide an update to the Councillors regarding the Maranoa Local Disaster Management Group response and actions in relation the COVID-19 pandemic.

Officer's Recommendation:

That Council receive and note the Officer's report as presented.

Background:

The COVID-19 outbreak in Australia is being managed as a health emergency, with both the Australian and Queensland Governments implementing measures as part of the pandemic response.

Council recognises that we are not experts in the field of health. Therefore, Council will follow the advice provided by our local Queensland Health professionals who are coordinating the information and resources our communities need to manage the risk appropriately.

Body of Report:

From March 2020 the Maranoa Local Disaster Management group has been working with Queensland Health and other key agencies to ensure that actions and responses are managed appropriately.

At the time of writing this report there is still no confirmed cases of COVID-19 in the South West Region.

Council's response to the pandemic include:

- Implementation of their Business Continuity Plan and Pandemic Plan.
- Continuous information distribution to staff on hygiene practices, social distancing.

- Up to date information provided to the Community (via Facebook, media releases and internet)
- Dedicated web page for community to access information on the COVID-19 pandemic. Information provided to the community include important links to Qld Health, Financial Assistance, Frequently Asked Questions, Fact sheets and Council Facility closures. <http://www.maranoa.qld.gov.au/services/covid-19-health-alert>
- Maranoa Local Disaster Management Group regular meetings held:
 - 25 March 2020
 - 1 April 2020
 - 8 April 2020
 - 22 April 2020
 - 6 May 2020

These meetings have been well attended by Council representatives, Qld Police Service, Qld Fire & Emergency Services and other Government and Non-Government Agencies.

Key issues discussed at the meetings have included the resupply of essential goods to local business across the region, supply of critical medication and ensuring that agencies have in place their Business Continuity Plan.

The Maranoa Local Disaster Management Group activated at the Alert level and then moved to Lean Forward in April 2020. The “Lean Forward” level of activation on the attached chart indicates one of the triggers to be a confirmed case has been identified in the Local Government Area. Fortunately, this is not the case for the Maranoa Region. Standing at “Lean Forward” will allow to group to respond quickly if a case is detected in the future.

- Attendance/participation of the District Disaster Management Group meetings & exercises.
- Continuation of Council’s essential services.
- Support packs distributed to community members over 60 that are deemed vulnerable and require to self-isolate. The packs include information sheets (key contact numbers & websites), boredom buster book (crossword) and some essential food and toiletry products.
- Taking care of our workforce. Council’s staff influenza vaccination program extended to immediate family members and volunteers.
- Extended payment relief to assist customers. This includes rates discount extension, pause on debt recovery, hire fee refunds on Council facility bookings and payment terms reduced.

- Economic Recovery Planning. Council is currently working with the Chamber of Commerce & Visit Roma to develop Recovery Action Plan.

The Maranoa Local Disaster Management Group will continue to work with Agencies to ensure residents and businesses continue to be resilient and gain the resources to recover from COVID-19 pandemic.






Link to Operational Plan Function:

Corporate Plan 2018-2023

Strategic Priority 3: Helping to keep our communities safe

3.4 Emergency management and flood mitigation

Supporting Documentation:

1	 Minutes LDMG Local Disaster Management Group Meeting 25 March 2020 - COVID-19 Update 1	D20/29336
2	 Minutes LDMG Local Disaster Management Group Meeting - 1 April 2020 - COVID-19 Update 2	D20/29341
3	 Minutes Local Disaster Management Group Meeting LDMG - 8 April 2020 - COVID-19 Update 3	D20/31494
4	 Minutes Local Disaster Management Group Meeting LDMG - 22 April 2020 - COVID-19 Update 4	D20/37277
5	 Pandemic Level of Activation and Triggers	D20/37957

Report authorised by:

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental Services



Maranoa Regional Council Local Disaster Management Group

Meeting Minutes

Date: 25 March 2020	Time: 12.30pm
Teleconference	Chair: Mayor Tyson Golder
Minute Taker: Sheree Hurle	Ref: D20/29336
ATTENDEES	APOLOGIES
Mayor Tyson Golder	Cr Wendy Newman
Rob Hayward – MRC Local Disaster Coordinator	
Cameron Hoffmann – MRC Deputy Local Disaster Coordinator	
Ann Leahy – Warrego Electorate	
Dion Horn - QPS	
Cr Cameron O'Neil	
Maxine Thomas - Origin	
David Aitken - Origin	
Jane Fenton - MRC	
Annabelle Johnstone – Dept. of Communities	
Gemma Lines - MRC	
Sheree Hurle - MRC	
Fiona Vincent - MRC	
Ben Stewart - MRC	
Tracey O'Brien - Anglicare	
Cr Geoff McMullen	
Darren Kay - MRC	
Ed Sims - MRC	
Cr David Schefe	
Mark Saunders - QFES	
Scott Walsh - QFES	
David Bennett - QFES	
Ursula Williams - Bluecare	
Aisling McMullan - Bluecare	
Jody Dare – Dept. State Development	
Renarda O'Neill – Dept. Housing & Public Works	
Doug Beattie – Ergon Energy	
Leanne Patton – QLD Health	
Belinda Deebank - QAS	
Ray Vine - QPS	
Greg Jones - QFES	
Alistair Hartley – QLD Parks & Wildlife	
Andrew Snars - Santos	
Annette Gallagher - MRC	

Maranoa Regional Council Local Disaster Management Group Meeting Minutes

COVID-19 Update 1

Date: Wednesday 25.3.2020
Time: 12.30pm - 2.00pm
Venue: Teleconference

1	Welcome and apologies 12.34pm	5mins	Chair
2	Introductions around the room – Name & Agency	5mins	Chair
3	<p><u>District Disaster Management Update</u></p> <ul style="list-style-type: none"> Ray Vine, Queensland Police Service (QPS): The DDMG (District Disaster Management Group) has now moved to 'stand up' alert level. The Balonne Shire Council LDMG (Local Disaster Management Group) has moved to 'stand up' alert level due to the border restrictions between Queensland and NSW and the lock down of remote aboriginal communities. There is no border management required for the Maranoa Region. The Queensland border restrictions will come into effect at midnight tonight. People are still permitted to traverse the border, however when they do they will be given a notice that they must isolate for 14 days from the time the notice is issued. They must be able to stipulate an address where they will be isolating at and there will be ongoing compliance measures with these people. Examples of exempt persons are: <ul style="list-style-type: none"> - Qld residents) - National security - Health role - Compassionate grounds (sick relative) - Transporters/Carriers essential services Ray advised there will be no checkpoint where every vehicle is being stopped, however this may escalate. There will be a significant increase in police presence in the first 24 hours of the border restriction being in place and also an increased presence during daylight / peak transit times. Only high volume border sites will have a police presence. 		QPS
4	<u>Lead Agency Update - Q Health</u>		Q Health

	<ul style="list-style-type: none"> • Leanne Patton, SWHHS: Leanne advised that to date there has been no positive COVID-19 cases for the southwest area. Currently working to ensure they have tested all contingency plans for each phase. Working with other agencies to review plans and put in place. • Leanne advised that if someone is non-compliant, QLD Health ring 13 Health who then would notify the relevant agency. • Leanne advised they are reviewing staff contingencies and at what point to stand up the fever clinic in Roma. 		
5	<p><u>LECC Update</u></p> <ul style="list-style-type: none"> • Brief Update (Supply – Supermarkets, Fuel & Pharmacy) & Emerging Issues <ul style="list-style-type: none"> - LECC members have contacted the local supermarkets, fuel suppliers and pharmacies across the region for an update on supplies. - Cameron Hoffmann advised that Roma fuel supply chains are unaffected at this stage. BP also have 2000L stockpiled for emergency situations. - Pharmacies in Roma: Ventolin supplies are starting to run low which is increasing pressure on the Roma site. They are expecting a delivery on Friday. If they do not receive this delivery they will be very low by mid next week. The pharmacy will withhold some in reserve for an emergency situation. They have dispensed approximately three month's supply in a few weeks. Most supplies are coming from within Queensland. - The pharmacy in Westlands Plaza closed yesterday due to reported staff shortages. There is a possible re-opening of this pharmacy tomorrow 26 March 2020. - Woolworths, IGA & Foodworks – Low on toilet paper and hand sanitiser. Also getting low on flour, pasta and some meats. Queensland Country Meats have quite a bit of stock. They lost a major trade from pubs and clubs but have been supplemented by residents. - Woolworths & IGA: Stock lines for some cosmetics are sourced from interstate. The bigger supermarket chains have formal purchasing limits implemented however the smaller corner stores are just asking residents to be reasonable. - Ray Vine, QPS: Ray advised that a group of individuals organised a bus trip from quite a distance from Miles to the community and stockpiled essentials to take out of the community. There may be a need for customers to prove they are a local resident. The supermarkets/stores in Miles are now limiting supply to people outside the local area. RH advised the LDMG will note and keep in contact about this issue. - Gemma Lines advised that the regional township shops overall supply is good. Same shortages as Roma i.e. 		Rob Hayward

	<p>toilet paper and hand sanitiser etc. Resupply mostly from within Queensland.</p> <ul style="list-style-type: none"> - Regional pharmacies are limiting people to one month's supply of medication or two month's supply if they are from a property. 		
6	<p><u>Other Agency Update - Brief</u></p> <ul style="list-style-type: none"> • QFES: Scott Walsh / David Bennett / Mark Saunders / Greg Jones <ul style="list-style-type: none"> - Currently maintaining ongoing discussions with the LDMG members. David Bennett has emailed regarding support for supplies and generators for border control to Balonne Shire. Staff contingency plan in place for QFES staff. - Rural & Urban Fire: both working on business continuity plans with staff and how they can assist other agencies further down the track. • QPS: Dion Horn <ul style="list-style-type: none"> - The DDMG (District Disaster Management Group) meeting was held this morning. Border control was discussed but it was not relevant to the Maranoa Regional Council. Continuity for supply of essentials i.e. food and pharmaceuticals to the region was still good at this time. • QAS: Belinda Deebank <ul style="list-style-type: none"> - There has been no significant increase in workload for QAS in this area as yet. Working on business continuity planning. QAS have been contacting local businesses regarding extra supplies. All QAS staff being briefed twice a day. Also attending joint meetings with QLD Health and other relevant agencies. • MRC: Rob Hayward <ul style="list-style-type: none"> - Maranoa Regional Council are currently developing business continuity plan as well as a pandemic sub plan. - Reviewing business continuity plan and how Council can operate with reduced staff members. How Council can prepare and scale back non-essential services if the pandemic progresses. Operational: All staff have been briefed in regards to hygiene i.e. use of hand sanitiser and social distancing rules. Also briefed in regards to additional cleaning of office handles, surfaces, phones etc. Travel arrangements have been altered so we do not have staff travelling together. Higher cleaning regime for outdoor furniture & public toilets. Council are also preparing for staff 		Open

	<p>to work from home if required.</p> <ul style="list-style-type: none"> - Council have updated our website with relevant information regarding the COVID-19 pandemic. - The Federal Government announced further restrictions last night i.e. closing halls, pools etc. Council have commenced this process this morning. <ul style="list-style-type: none"> • Communities Disability Services & Seniors: Annabelle Johnstone <ul style="list-style-type: none"> - Currently providing support to QLD Health. A community recovery hotline has been set up. The number for the hotline is 1800 173 349. This has been activated to provide support to vulnerable Queenslanders who are either at home isolated or quarantined. This can allow assistance to be provided by way of delivering their essential food, household items & medications. - Undertaken service capacity mapping across the state to see what the capacity is to support their local community at this time. If residents ring the 1800 number, they will be referred to one of these service agencies. The maximum time to respond (provide support) at this stage is 24 hours. - There has been over 460 calls to the hotline which included 260 requests for assistance for food/personal items/medication. - Currently working with Red Cross who are supporting people in home isolation. - The State level planning group has been established to support vulnerable people. A group of agencies at a higher level who are meeting regularly to ensure we can scale up if required. The Department has liaised with stores, pharmacies etc. in regards to supply arrangements or limits within specific areas. - We have partnered with the Peak Community Services to provide support to communities. Feel free to share updates going to Council with other staff. - Meeting with disability peak bodies to ensure there is a plan in place for service providers. - Mayor, Tyson Golder noted that people who are on properties who normally come to town for a monthly shop cannot buy as much due to the smaller limits in place at most supermarkets. • Education – Ray Vine QPS spoke on behalf of Education 		
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	<ul style="list-style-type: none"> - At this stage schools will stay open until 3/4/2020 (end of term 1). There is an approximate attendance rate of 75% at the moment. Schools are working hard on online learning portals etc. for home schooling if required. • Queensland Parks & Wildlife: Alistair Hartley <ul style="list-style-type: none"> - Currently following direction from the Government including QLD Health. We had put hand sanitisers in all our facilities, however they were stolen. National parks are still open at the moment. Reviewing business continuity plans for staff and we have also identified areas for isolation and quarantine if required. There are currently still a few travellers around at the moment. Rob Hayward advised that the tourist and visitor information centre's will be closing but still handling enquiries over the phone and via the internet. • Department of Transport & Main Roads <ul style="list-style-type: none"> - Rob Hayward advised DTMR were looking to keep supply lines open. Also possibly looking at increasing allowing Type 2 road trains access through to Saleyards. • Santos: Andrew Snars <ul style="list-style-type: none"> - Andrew advised that Santos are currently following all advice from the Federal Government i.e. keeping people out from interstate, whilst trying to maintain employment with strict controls. • Origin: David Aitken <ul style="list-style-type: none"> - Origin staff have commenced working from home if possible. Origin have also implemented a process requesting health declarations at camps etc. Rob Hayward enquired about the movement of Origin workers. David enquired about what industry can do to lobby government in order to keep people flying but minimise the risk. David would assist if MRC needed any help in regards to lobbying to the peak bodies. <p>Airports Manager, Ben Stewart advised that all information coming from the Federal Government and they are working on strategies in the background to keep operations going in the face of reduced staff availability due to illness. Ben is working with airport authorities on plans. Business as usual at this point in time.</p> • Ergon Energy: Doug Beattie <ul style="list-style-type: none"> - Doug advised that contact with Ergon Energy remains the same. There are some issues with supply of required PPE for staff. Ergon Energy staff who are able to work from home 		
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	<p>are able to do so via a laptop etc. Also customer service can operate from home. There is no face to face meetings or staff functions. Currently working on maintaining critical spares and stocks.</p> <ul style="list-style-type: none"> • Blue care: Aisling McMullan <ul style="list-style-type: none"> - Bluecare are working on business continuity planning to ensure it is up to date. The requirements are changing daily. - Bluecare are currently waiting on some supplies. - Staff have been educated on hygiene. Restricted contact at office and can work from home if needed. Outside staff are in continual contact and are keeping an eye on the mental health of with clients. If clients want to stay at home, Bluecare can assist with their deliveries. Bluecare are cutting back staff movements where possible. • Anglicare: Tracey O'Brien <ul style="list-style-type: none"> - Tracey advised Anglicare are doing the same as Bluecare. A lot of clients have chosen to self-isolate. Working hard for them by picking up their essentials. Looking at work around issues for people that need to come to Roma but have no transportation. Distancing rules are making this hard as only two can go on a bus. Also monitoring and following government regulations. • Department of State Development: Jody Dare <ul style="list-style-type: none"> - Changing focus from general business. Looking at economic recovery for businesses. - Transport logistics enquiries are high at the moment. Looking at carriers for essential services such as food manufacturing & agriculture. - Assisting with information regarding funding programs. Providing assistance to people to fill out funding applications forms etc. - There have been queries about isolation camps and we have been contacting manufacturers to supply to these camps. - Also working with QFES in regards to economic recovery. 		
7	<p><u>Review Activation Level</u></p> <ul style="list-style-type: none"> • Rob Hayward advised the current disaster activation level is at alert for the Maranoa region. The next level is 'lean forward'. Balonne Shire has already moved to 'stand up' due to the relevant border control restrictions for their region. Maranoa 		Rob Hayward

	<p>Regional Council are recommending to move to lean forward due to the new government restrictions coming into place. All LDMG members were in agreeance to move to lean forward.</p> <p>Moved: Tyson Golder Seconded: Scott Walsh</p> <ul style="list-style-type: none"> • Carried: Alert level moved to lean forward. 		
8	<p><u>Draft Pandemic Sub Plan – Review and feedback</u></p> <ul style="list-style-type: none"> • The draft Pandemic Sub Plan has been circulated for review. Please provide relevant feedback to Gemma Lines. Action: All to review and provide feedback to Gemma ahead of the next LDMG meeting next Wednesday. <p><u>General Business</u></p> <p>1. Shopping Concerns / Supply Limits</p> <ul style="list-style-type: none"> - Cr David Scheffe has been made aware of issues for people coming in from properties to shop who also have workers on their property that they need to purchase essentials for in addition to their family. It is difficult to do this with the current supermarket limits on some goods. - Tyson Golder advised he thought that Council should have a phone number that people could ring if they are unable to access food and essentials due to the shopping limits. There are also people buying for multiple people on properties and this would be good to be able to ensure people have enough supplies. Rob Hayward advised if the LDMG move to 'stand up' level then this would be a part of the process at that stage. At this point we just need to keep the lines of communication open. LDMG will make weekly contact with the supermarkets, stores and pharmacies to check on their supply concerns. Fiona Vincent LECC Injune advised that Janaya has worked with Gemma and other departments to compile a list of support agencies. Janaya & Fiona are also preparing food hampers and emergency packs for some residents. - Scott Walsh, QFES advised that the community recovery hotline is about referring to different agencies that can help these people. A possible conversation with our retailers on how to service rural properties with enough supplies. It might be possible to log that they are from a property through the retailers to allow an increase to their shopping 		Rob Hayward

	<p>limits.</p> <ul style="list-style-type: none"> - Alistair Hartley, QP&W advised they are also having the same issues so would support this as well. - Cameron Hoffmann has met with Woolworths and they are aware of this issue. Woolworths staff are finding it difficult as it is their company policy. They have been approached by landowners for larger orders and have helped them out but they are going outside of their own company policy. The manager was open to exemptions for property owners, however the rules are just not quite aligning at the moment. <p>Action: The LDMG to send a letter to Woolworths IGA and Foodworks Head Office to advocate for higher limits for property owners.</p> <p>Moved: Alistair Hartley Seconded: Tyson Golder</p> <p>Carried. (Not required any longer as the issue has already been addressed with most stores in the region).</p> <ul style="list-style-type: none"> - Scott Walsh, QFES mentioned it might be possible to push this issue through from the DDMG (Ray Vine) to the State level to escalate with Woolworths to push for a larger limit for property owners if necessary. - Cameron Hoffmann noted that Woolworths can track the larger purchasers, however just need to find the right process. - The LDMG noted that there is a possible ventolin (asthma medication) shortage for the region. Action: Leanne Patton QLD Health will follow up with the Director of Pharmacies for Southwest. They are having trouble getting it from Brisbane at the moment. Leanne will obtain an update and talk again on Wednesday. <p>Leanne Patton QLD Health will follow up in regards to Ventolin shortage with Director of Pharmacies and provide an update.</p> <p>Action: LDMG to send a letter to relevant agency in regards to the shortage of Ventolin (asthma medication) in the region.</p> <p>Moved: Tyson Golder Seconded: Cameron Hoffmann</p> <p>Carried. (Not required any longer as Cameron Hoffmann has been in contact with the pharmacies and the supply is steady at</p>		
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the moment).

Action: All LECC's to contact suppliers in their area and report update to each LDMG meeting going forward.

2. Airport Concerns

- Manager - Airports, Ben Stewart advised that as he is receiving information he will keep all lines of communication open regarding the Roma Airport. Mayor Tyson Golder advised that from a disaster management point of view Council should have some sort of screening at Airports, even if it is only taking their contact details. Airports should have a temperature screening at least. The more we can do to alieve the residents that we have something in place the better. Leanne Patton, QLD Health advised there would need to be a process in place if they did have a high temperature and what would the process be once they have detected the high temperature? How would you know if it was COVID-19, influenza or something else? Council is not best placed to carry out this kind of process. Tyson Golder advised that Council are limiting who goes to the Roma Saleyards so we should have something at the Roma Airport. Leanne Patton, QLD Health asked Mayor Golder how this kind of process would be resourced as she advised that QLD Health could not provide any assistance. Ray Vine, QPS advised that any restrictions at an airport will be directed by the State. There will be a process in place on how you manage a COVID 19 case. There would need to be strong consultation with QLD Health as you need delegation under the Health Act to be able to direct them to a fever clinic etc. There are proposed changes to the Health Act to allow government and other agencies such as QFES staff to be able to carry out some of these processes.
- Ray Vine, QPS advised restrictions will continue and escalate as the pandemic progresses. Ray advised that people coming in via the Roma Airport from interstate would have travelled via Brisbane Airport so they will have been screened at Brisbane which is why Roma does not require additional screening at the moment.

3. Centrelink Office Closure

- Mayor, Tyson Golder flagged that the Roma Centrelink office closed some time ago. Given the current unemployment situation Mayor Golder has spoken to David Littleproud about arranging some kind of assistance in the Maranoa region. Especially with the current issues with the My Gov website and the high volume of calls to Centrelink making it hard for people to get through for assistance.
- Member for Warrego, Ann Leahy advised she would be

	<p>reinforcing this matter with David Littleproud. The polling station may become available as a site for this kind of assistance. Even having some staff out here to assist people as it is difficult to navigate the online My Gov website.</p> <p>- Cr David Scheffe thought that it was necessary to push hard for this kind of resource for the community, even if it was only on a temporary basis during the COVID 19 pandemic.</p> <p>Action: LDMG to advocate to the relevant agency for Centrelink resources to be put back into the Maranoa region during the COVID-19 pandemic.</p> <p>Moved: Tyson Golder Seconded: David Scheffe</p> <p>Carried. (No longer required as number of clients are not as high as originally expected).</p> <p>4. Cr Geoff McMullen advised he has received phone calls to advise him that the Saleyards register was left unattended and people were not signing in on the register. Cr McMullen enquired if this could be tightened up to ensure the rules are followed. Cr McMullen will pass a copy of the Dalby Sale Management Plan onto Rob Hayward for follow up. Rob Hayward to follow up with CEO, Julie Reitano and Director, Sharon Frank and provide an update.</p>		
	Next Meeting – Wednesday 1 April 12.30pm		Chair
	Meeting Closed 1.58pm		Chair
	Action Items		
1	All LECC's to contact suppliers in their area and report to each LDMG meeting going forward.	Ongoing	LECC's

**Maranoa Regional Council Local Disaster Management Group**

Date: 1 April 2020	Time: 1.00 pm
Teleconference	Chair: Mayor Tyson Golder
Minute Taker: Sheree Hurle	Ref: D20/29341
ATTENDEES	APOLOGIES
Mayor Tyson Golder	Ursula Williams - Bluecare
Rob Hayward – MRC Local Disaster Coordinator	Annette Gallagher - MRC
Cameron Hoffmann – MRC Deputy Local Disaster	Leanne Patton – QLD Health

Meeting Minutes

Coordinator	
Ann Leahy – Warrego Electorate	
Dion Horn - QPS	
Ray Vine - QPS	
Jo Hancock - MRC	
David Aitken - Origin	
Sophie Kluckhohn - MRC	
Jane Frith - MRC	
Annabelle Johnstone – Dept. of Communities	
Gemma Lines - MRC	
Sheree Hurle - MRC	
Fiona Vincent - MRC	
Ben Stewart - MRC	
Tracey O'Brien - Anglicare	
Cr Geoff McMullen	
Darren Kay - MRC	
Ed Sims - MRC	
Les Ries – QFES (SES)	
Mark Saunders - QFES	
Scott Walsh - QFES	
David Bennett - QFES	
Norelle Boland - Bluecare	
Janaya Greenwood – MRC	
Jody Dare – Dept. State Development	
Simon King – Dept. Housing & Public Works	
Doug Beattie – Ergon Energy	
Sam Mawn – QLD Health	
Belinda Deebank - QAS	
Jane Fenton - MRC	
Greg Jones - QFES	
Alistair Hartley – QLD Parks & Wildlife	
Andrew Snars - Santos	
Vanessa Moore – Dept. Aboriginal & Torres Strait Partnerships	



Maranoa Regional Council Local Disaster Management Group Meeting Agenda

COVID-19 Update 2

Date: Wednesday 01.04.2020
Time: 1pm - 2.00pm
Venue: Teleconference

1	Welcome and apologies	5mins	Chair
2	<p>Actions from Previous Meeting</p> <p>1. All to review the pandemic sub plan and provide feedback to Gemma Lines ahead of the next LDMG meeting next Wednesday.</p> <p>Update: Nil</p> <p>2. LDMG to Follow up with Woolworths, IGA and Foodworks Head Office to advocate for higher limits for property owners.</p> <p>Update: Cameron Hoffmann advised that the supermarkets in Roma are starting to bounce back from the initial panic shopping, however some stocks still under pressure i.e. toilet paper etc.</p> <p>Scott Walsh advised that the information coming though from the State Disaster Coordination Committee in regards to grocery supplies is that the issue has been pushed up to the Retailers Group and has been raised with State Coordination Centre. The smaller stores out west are finding it difficult (currently only getting about 50% of orders) at this stage. This matter is being progressed and Scott will keep the LDMG updated. Scott also confirmed that the State Disaster Coordination Committee has requested exemptions from the shopping limits for agriculture based / remote community members. Fiona Vincent (Injune LECC) advised that the Injune SPAR manager is already making that allowance.</p> <p>Jody Dare (Dept. State Development) advised there is a meeting to be held today regarding supply chains and she will provide an update post the meeting. The Department of State Development are currently working to push the resupply issues for regional areas up further to ensure regional areas are getting their allocation. Jody notes that some places are only getting approximately 32% of orders. The Department have been able to get onto some suppliers who can provide the items that are</p>	5mins	LDMG Coordinator

	<p>harder to get i.e. flour, cleaning products etc. Jody will pass this information on to the LDMG.</p> <p>3. LDMG to follow up with local pharmacies in regards to the shortage of Ventolin (asthma medication) in the region.</p> <p>Update: Cameron Hoffmann advised he has spoken to the local pharmacies on Friday and also followed up today. There are currently reasonable stocks of Ventolin at the moment (approximately 1 month's supply) with continuity of supply being the main concern. Cameron will contact the pharmacies again later this week to obtain another update.</p> <p>4. All LECC's to contact suppliers in their area and report back to the next LDMG meeting on Wednesday, 1 April 2020.</p> <p>Update:</p> <p>Fiona Vincent (Injune LECC): Fiona noted that the Injune stores are definitely not getting even 50% of their orders. The Injune community have been very good and not panic buying products any longer.</p> <p>ED Sims (Surat LECC) noted that the Surat stores are also not getting their normal supply orders. Rob Hayward advised Ed to keep monitoring and provide an update.</p> <p>Darren Kay (Mitchell LECC) The Mitchell Foodworks has a good supply at the moment. Overall both stores in Mitchell are going okay.</p> <p>Apologies from Annette Gallagher (Yuleba/Wallumbilla/Jackson LECC)</p> <p>5. LDMG to advocate to the relevant agency for Centrelink resources to be put back into the Maranoa region during the COVID-19 pandemic.</p> <p>Update: Ed Sims (Surat LECC) The Surat Library services are closed as per the government directions. The QGAP services have been separated from the library by a physical barrier (drop sheets). This has provided a clear pathway to the Centrelink terminal services. Staff have communicated to residents via a notice that they should ring ahead to avoid disappointment. The QGAP services are being maintained using the current hygiene guidelines. This is going well with a steady stream of clients and the services still available to the community.</p> <p>RH advised MRC has spoken to Glen Hadfield from Community Services to offer that Council take control of self-services in</p>	
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	foyers and asked about extending current services. Glen appreciated the approach from MRC and would share with his Regional Services Director.		
3	<p>Lead Agency Update - Q Health COVID-19</p> <ul style="list-style-type: none"> Sam Mawn (QLD Health): Sam advised that 25 people have been tested in the Roma hub and all results have been negative. There are some people in quarantine who have returned from overseas. QLD Health are busy preparing for stage 1 (Containment). The fever clinic is ready to go but is not open yet. QLD Health are also putting strategies in place for Stage 3. Sam confirmed that there is still only one case in Miles and that person is isolated at home. Mayor Golder enquired if there is capacity to test more people going forward. Sam advised that currently the numbers for testing are low in our region., however once it increases the fever clinic will be set up outside the Roma Hospital. Cameron Hoffmann asked how a confirmed case would be communicated to the Maranoa LDMG. Sam advised that would occur immediately but would follow up to confirm this process. Ann Leahy (Member for Warrego) advised that Darling Downs Hospital & Health Service have been posting really good updates on their Social Media page. They have been advising the community whether the confirmed case has been a return traveller which is really important to communicate. 		Q Health
4	<p>District Disaster Management Group Update</p> <ul style="list-style-type: none"> Ray Vine (QPS): QPS are monitoring the advice coming from the Federal Cabinet this week and updating their response with this advice. QPS are planning to provide further stability at the border locations which is a big challenge. There will likely be an announcement in a day or so that Queensland are further strengthening the borders. There will be a 24-hour presence at this stage (which is a significant event to plan for in a short space of time). A request has been sent for ADS (Australian Defence Services) assistance in relation to logistics for the border control measures. QPS have received a few requests for compliance checking. At this stage there have been no concerns with the individuals involved. There has been robust messaging being sent out regarding the Chief Health Officer's directions. Some LDMG's in Western Queensland are wanting to implement restrictions that are inconsistent with the Chief Health Officer's advice. E.g. who can stay at a caravan park. A number of compliance check requests have come through via crime stoppers and are being addressed. 		QPS

	<ul style="list-style-type: none"> Unfortunately, the Individual from Miles who tested positive to COVID-19 has been named in a community forum which has created a lot of community angst. QPS are also conducting patrols in regards to non-essential business closures. 		
5	<p>Agency Updates</p> <ul style="list-style-type: none"> Mark Saunders (QFES Rural): All offices are closed across the Southwest region and all staff are working from home. Les Ries (QFES – SES): Same as above, however looking into communications systems to utilise to keep connected. Scott Walsh (QFES): Currently working closely with QLD Health's Leanne Patton regarding suitable accommodation if the hospital overflows and there is a need for the set-up of temporary hospital locations. They have also been discussing the matter of forced quarantine where the person has no accommodation. Also need to look into accommodation for the possibility of staff being deployed to the region if necessary. Greg Jones (QFES Urban): Currently have no changes to capability due to COVID-19. Currently have one staff member working from home. Belinda Deebank, Queensland Ambulance Service: Business as usual with no increase in workload as yet. Currently undertaking preparations for COVID-19 response. Rob Hayward, Maranoa Regional Council: There are no major developments since the last LDMG meeting except for the additional closure of some facilities (parks, playgrounds etc.) Business continuity plan is currently being rolled out. MRC have some staff working from home already. An example is that some staff have family members who are immunocompromised. The Information Technology Department has also been planning and preparing to enable their team to work from home. The Planning team have also commenced a trial to test working from home arrangements. The Council website is being updated regularly with contact lists and FAQs etc. Council have also been contacting major suppliers e.g. fuel. The Injune LECC met last week and the Mitchell LECC will be meeting tomorrow. Manager – Airports, Ben Stewart (MRC): There has been a significant reduction in public flights this week. Still planning on a Monday-Friday Roma-Brisbane service, however there will be no flights on weekends. Airport staff have been working to fulfil all requirements for operational services. Janaya Greenwood (MRC Community Support): Currently working on Community Programs such as Bond Applications and transitioning from phone to Email services. Service locations are sending questions through regarding accommodation for community members who may need to self-isolate away from family. The Roma crisis accommodation is already full. Questions have been raised as some motels are unsure if they are allowed to let these people stay. Providing information packs to older community members who are self-isolating. Also need clarification in regards to who will be providing essential services to these people and who can obtain these services. Annabelle 		All

	<p>Johnstone (Dept. of Communities, Disabilities & Seniors) advised that vulnerable people can ring the hotline number and they will be linked to these services. Most people who phone will be put in contact with local services. The Premier has sent out a media release today to announce the 'Care Army' hotline (similar to the mud army during flooding events). This will provide professionals and volunteers who can rally around seniors during the COVID-19 pandemic. The State will mobilise the care army to protect up to 1 million seniors. Anyone who would like to volunteer will be linked to Volunteering Queensland for the usual checks to be carried out. Annabelle will send the media release to Gemma for on-forwarding. There has also been discussion around an Adopt-A-Local Senior program where you can leave a note encouraging seniors in your street to reach out for assistance for essentials etc. As soon as more information comes out Annabelle will share this information.</p> <ul style="list-style-type: none"> • Annabelle advised that the community recovery hotline is working well for community members including the vulnerable groups. If someone chooses to self-isolate but is not classed as vulnerable they will do their best to look after these individuals as well. <p>Annabelle advised that Woolworths are doing up boxes (with essentials) for vulnerable people in the community. There will be a process coming out around how community organisations can use this service. More information will be provided and shared. Woolworths also have Kindness Cards' to the value of \$80 that can be purchased.</p> <ul style="list-style-type: none"> • Fiona Vincent flagged that the Injune SPAR have now issued a directive that they will not receive cash (card only) which has caused a few issues. Annabelle advised that GIVIT also has links for gift cards etc. • Jody Dare, Dept. State Development: Jody advised they are continuing to work on supply chains and business support regarding what they are entitled to and what assistance they can access. • Alistair Hartley, QLD Parks & Wildlife: No changes since last week. Camp grounds are now closed including all day use areas such as BBQ's and toilet facilities. Walking tracks and roads into National Parks are still open. • Andrew Snars, Santos: Santos have strengthened their resolve in measures to protect the local community in regards to their workers coming to the region. DIDO workers are limited to camps only with no stopping on way to camp allowed. Only local employees can pick up supplies from town. The Santos warehouse has greater controls and a few staff members are working from home to keep the density down and keep people separated. Santos workers are still having their temperature taken before entering each camp and other strict controls in place. Fiona Vincent requested a copy of this statement from Santos to provide to locals in the area for reassurance about these protective measures. Andrew advised there will also be an advertisement placed in Friday's Western Star. <p>Action: Andrew Snars to provide a copy of statement to Rob Hayward who will send to the relevant teams.</p>		
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	<ul style="list-style-type: none"> • David Aitken, Origin: David advised they are doing the same as Santos and they placed an advertisement in last Friday's paper. There is still temperature monitoring at Brisbane Airport before workers fly out. Origin also have their own charter flights direct through to sites. • Doug Beattie, Ergon Energy: Ergon Energy have moved to single person crews and individual occupants for vehicles. Only day trips allowed and Ergon have also limited maintenance and planned outages. • Norelle Bluecare: Bluecare's team leader is working from home. Supplies are slowing coming in. Main issue is client anxiety as quite a few have gone into self-isolation. • Tracey Anglicare: Continuing to support clients as best they can. All staff have been given remote access to be able to work from home if required. Not all staff working from home but on a rotation basis to minimise the number of people in the office. Anglicare have cancelled some services and are phoning clients who have chosen to reduce services to keep them on the radar. • Dion Horn, QPS: Dion advised that as of tomorrow there will be further border restrictions put in place. QPS will be monitoring to ensure supplies continue over the borders. • Simon King, Dept. of Housing and Public Works: Simon has forwarded information regarding 'Accessing Housing Services' and is happy for Gemma to share this information. An accommodation guide has been distributed to the DDMG's. This guide relates to people whose health services have indicated they need to quarantine but do not have a home. The Department has coordinated with regional tourism who will know what hotels are available in particular areas. Also working to ensure tenants are supported for hardships cases etc. Monitoring people who may have lost income and cannot pay rent or mortgages. Our services areas are available by contacting QGAP either online or over the phone. • Vanessa Moore, Dept. Aboriginal & Torres Strait Partnerships: Last week the Director General identified 25 communities that will have a nominated DATSIP Liaison officer to work with Council and the LDMG during the COVID-19 pandemic. Action: Gemma Lines to forward Mitchell LECC contact information to Vanessa Moore. Action: Vanessa to provide a list of 25 communities to Mark Saunders QFES. • Alistair Hartley, QLD Parks & Wildlife: Alistair advised that only operational staff can do overnight trips and this must be approved by management with a risk analysis. For the most part it is only day trips allowed. • Mayor Golder raised an issue reported by the local undertaker, John Owens who is concerned if there is a death related to COVID-19 that a contractor who comes from Charleville could be moving across the region. Sam from QLD Health advised there will be advice communicated around a death related to COVID-19 and there are already processes in place. 		
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6	Next Meeting – Wednesday, 8 April 2020 (8.30am – 10am)		Chair
	Meeting Closed 2.03pm		Chair
Action Items			
1.	Action: Andrew Snars to provide a copy of statement to Rob Hayward who will send to the relevant teams.		Completed
2.	Action: Gemma Lines to forward Mitchell LECC contact information to Vanessa Moore.		Completed
3.	Action: Vanessa Moore to provide a list of 25 communities to Mark Saunders QFES.		Completed

Maranoa Regional Council Local Disaster Management Group Meeting Minutes



Date: 8 April 2020	Time: 8.30 am
Teleconference	Chair: Mayor Tyson Golder
Minute Taker: Sheree Hurle	Ref: D20/31494
ATTENDEES	APOLOGIES
Mayor Tyson Golder	Tracey O'Brien - Anglicare
Rob Hayward – MRC Local Disaster Coordinator	Annette Gallagher - MRC
Cameron Hoffmann – MRC Deputy Local Disaster Coordinator	Doug Beattie – Ergon Energy
Ann Leahy – Warrego Electorate	
Gemma Lines - MRC	
Sheree Hurle - MRC	
Sophie Kluckhohn – MRC	
David Aitken - Origin	
Jane Frith - MRC	
Annabelle Johnstone – Dept. of Communities	
Stephen Scott - MRC	
Jody Dare – Dept. State Development	
Fiona Vincent - MRC	
Ben Stewart - MRC	
Cr Geoff McMullen	
Cr Cameron O'Neil	
Darren Kay - MRC	
Ed Sims - MRC	
Greg Jones - QFES	
Mark Saunders - QFES	
Scott Walsh - QFES	
David Bennett - QFES	
Ursula Williams - Bluecare	
Janaya Greenwood – MRC	
Leanne Patton – QLD Health	
Jane Fenton - MRC	
Alistair Hartley – QLD Parks & Wildlife	
Vanessa Moore – Dept. Aboriginal & Torres Strait Partnerships	

Maranoa Regional Council Local Disaster Management Group Meeting Agenda

COVID-19 Update

Date: Wednesday 8.4.2020

Time: 8.30am – 10.00am

Venue: Teleconference 03 9260 8346

1. Welcome and Apologies	Chair
2. Actions from Previous Meeting <ul style="list-style-type: none"> • Action: Andrew Snars to provide a copy of statement to Rob Hayward who will send to the relevant teams. Complete • Action: Gemma Lines to forward Mitchell LECC contact information to Vanessa Moore. Complete • Action: Vanessa Moore to provide a list of 25 communities to Mark Saunders QFES. Complete 	LDMG Coordinator
3. COVID-19 <ul style="list-style-type: none"> • Leanne confirmed there are still no confirmed cases of COVID-19 in the Southwest Region. There has been 32 tested with two results pending and the other 30 cleared. SWHHS are continuing preparations for COVID-19 with finalisation of documents today. They have still not needed to set up the fever clinic in Roma as yet. • The SWHHS Facebook page is being updated regularly, although they are referring people to the Australian Government website and the Coronavirus Australia free App for the best information available. 	Q Health Leanne Patton
4. DDMG Update <ul style="list-style-type: none"> • Scott Walsh QFES advised there is no further update. Scott advised that QPS are making sure signage is implemented at the Queensland border locations. Property owner's near the border have had their gates locked and anyone wanting to cross the border will be referred to the police checkpoints. Rob Hayward advised that MRC provided stretcher beds for officers working at the border locations. 	DDMG
5. Agency Updates <ul style="list-style-type: none"> • QFES <ul style="list-style-type: none"> - Scott Walsh advised it is business as usual. - David Bennett advised he is continuing to maintain contact with the crew. Making sure business continuity planning is continuing. All office staff are working from home. - Mark Saunders (Rural) advised all his team are working from home and he is maintaining contact with the crew. Mark advised that he has received direction that 'Operation Coolburn' is an essential activity and they need to keep pushing forward with this fire mitigation work. He will be in touch with Council soon regarding any 	All

works within our region.

- Greg Jones advised they are also business as usual and working on maintaining business continuity.
- QAS
 - Nil
- MRC
 - Rob Hayward advised that Council is continuing business as usual. Council have progressed well with our business continuity planning. Firstly, we are reviewing any staff that may be at risk or vulnerable to work from home if required. Progressing planning for Council's IT staff in case they need to work from home in the future. Updating community via media releases and contact lists etc. Latest media release went out yesterday to remind people not to travel over the Easter break and stay at home.
- Communities Disability Services & Seniors
 - Annabelle Johnstone advised they have received over 20,000 registrations to the Care Army across the state. They are still encouraging people to sign up, however are reminding people to assist their older family members and neighbours first.
 - If organisations would like to use the volunteers from the Care Army, they can call the hotline.
 - The Community Recovery hotline has received a low number of calls over weekend, with an influx of calls on Monday, evening out on Tuesday.
 - Daily updates are being provided and the latest update can be circulated with the LDMG minutes.
- State Development, Manufacturing, Infrastructure & Planning
 - Jody Dare advised they are working with food suppliers to ensure that the vulnerable communities are getting the supplies they need. Also still working with developing the Economic recovery plan to prepare for when the COVID-19 crisis is over. Also gathering the number of job losses across the region.
- National Parks
 - Alistair Hartley advised it is business as usual. They are still following directions from the State and QLD Health. All facilities are still closed, with the walking tracks open. Staff are making sure people are following the rules etc.
 - QLD Parks & Wildlife have conducted a number of planned burns during recent weeks for 'Operation Coolburn.'

- Supplies are coming in okay, due for a re-supply today and can provide an update tomorrow.
- Santos
 - Nil. Rob Hayward confirmed Santos have completed their advertisement's.
- Origin
 - David Aitken advised Origin are still following the State government requirements in regards to fly in – fly out (FIFO) workers. Exemptions are in place for workers deemed critical.
- Ergon
 - Nil
- Health Services – Anglicare, Bluecare
 - Bluecare: Ursula Williams advised they are running business as usual for the moment. Still working on business continuity planning and isolating any staff over 70. Bluecare have received a few cancellations due to COVID-19. Also undertaking an economic analysis to ensure they can keep going into the future.
 - Anglicare – Nil (Apology).
- Dept. of Housing (Toowoomba) – Anne Fallon advised they are deploying staff to assist those that are identified as at risk or vulnerable. Providing information to tenants around social distancing etc. Checking in and looking after older tenants. Also checking in on rough sleepers to ensure they can isolate if identified as at risk. Also working on one housing issue with Simon King in regards to overcrowding.
- Dept. of Aboriginal & Torres Strait Partnerships: Vanessa Moore advised they are continuing to maintain contact with the identified Mitchell community to check how things are going.

General Business Items

- Rob Hayward has been contacted by two family day care providers in Roma in regards to the provision of free day care. One provider advising that their revenue has dropped by 50% and the other provider by 70%. They are both still operating with the same number of children. Rob enquired if he could pass this information to Ann Leahy's office to approach the federal government. Ann Leahy advised that this is definitely an issue across the board and the national cabinet need to review this arrangement. Both providers are not eligible for the job keeper payment at the moment. **Action:** Rob Hayward to pass this information to Ann Leahy's office to

<p>progress.</p> <ul style="list-style-type: none"> • Jane Fenton – Lucy Warby concerns regarding Early Childhood Relief Package impacts on In Home Care funding. Action: Jane will send correspondence to Gemma & Rob today to forward onto the State member. • Ann Leahy, Member for Warrego: Ann advised she has received a number of calls from people in regards to the shortage of Ventolin. Also received a number of calls in regards to a drug used for the treatment of Rheumatoid Arthritis - Hydroxychloroquine. The local chemists cannot obtain it at the moment as there is a possibility that the drug will be used for the treatment of COVID-19. There are eight people in Roma who cannot be supplied. Ann has asked both chemists to put this issue in writing including a list of drugs they cannot receive. Action: Ann will provide this information to the LDMG. • Ed Sims (LECC Surat) advised that supplies are going okay. The stores have a tendency to over order to ensure they receive enough. Jody Dare advised that some of the smaller communities out west are having major issues. Also working with businesses that are now producing hospital grade hand sanitiser. This can then be provided to the hospitals in our region who are having problems getting enough supply. Rob Hayward advised that Council were investigating buying hand sanitiser by the pallet and there might be a possibility to sell some of this supply to local businesses in need. Action: Rob will follow up with Sharon Frank to check if Council were able to secure the supply. <p>Mayor Golder asked if Western Wholesalers have been advised and could obtain their supplies the same way. Action: Jody Dare will forward this information to local businesses. Leanne Patton thanked Jody for her assistance. Jody will forward this information to distribute to the LDMG.</p> <p>Moved: Ann Leahy Seconded: Alistair Hartley</p> <p>Carried.</p>	
<p>6. Next meeting and close</p> <p>Next meeting: 8.30am Wednesday, 22 April 2020 Meeting closed: 9:04am</p>	<p>Chair</p>

**Maranoa Regional Council Local Disaster Management Group**

Date: 22 April 2020	Time: 8.03 am
Teleconference	Chair: Mayor Tyson Golder
Minute Taker: Gemma Lines	Ref:
ATTENDEES	APOLOGIES
Mayor Tyson Golder	Jane Frith – MRC
Rob Hayward – MRC Local Disaster Coordinator	
Cameron Hoffmann – MRC Deputy Local Disaster Coordinator	
Doug Beattie – Ergon Energy	
Gemma Lines - MRC	
Andrew Snars – Santos	

Meeting Minutes

Sophie Kluckhohn – MRC	
David Aitken - Origin	
Maxine Thomas – Origin	
Annabelle Johnstone – Dept. of Communities	
Annette Gallagher – MRC	
Jody Dare – Dept. State Development	
Fiona Vincent - MRC	
Ben Stewart - MRC	
Cr Geoff McMullen	
Cr Wendy Taylor	
Darren Kay - MRC	
Ed Sims - MRC	
Greg Jones - QFES	
Mark Saunders - QFES	
Scott Walsh - QFES	
David Bennett - QFES	
Aisling McMullan – Bluecare	
Janaya Greenwood – MRC	
Leanne Patton – QLD Health	
Jane Fenton - MRC	
Alistair Hartley – QLD Parks & Wildlife	
Vanessa Moore – Dept. Aboriginal & Torres Strait Partnerships	
Tracey O'Brien- Anglicare	
Dion Horn – QPS	
David Hickey – DAF	

Maranoa Regional Council Local Disaster Management Group Meeting Agenda

COVID-19 Update

Date: Wednesday 22.4.2020

Time: 8.00am – 9.00am

Venue: Teleconference **03 9260 8346**

1. Welcome and Apologies	Chair
2. Actions from Previous Meeting <ul style="list-style-type: none"> Free Day Care Rob Hayward to pass this information to Ann Leahy's office to progress. Completed 8.4.2020 Hand Sanitiser supply Council. Rob Hayward to check if Council has ordered a supply. Pallet has been ordered, will not arrive until May. Completed 8.4.2020 Information about supply availability of hand sanitising products. Jody Dare to forward information to LDMG. Completed 8.4.2020 and information distributed to the LDMG members. 	LDMG Coordinator
3. COVID-19 <ul style="list-style-type: none"> Leanne confirmed there are still no confirmed cases of COVID-19 in the Southwest Region. There has been 40 tested across the region. Screening of visitors in and out of the South West and Central Region Hospitals. Questionnaire Screening of QPS, QHealth and Teachers if they are travelling around the region. This is not a swab screen. QHealth is still at containment stage. Encouraging staff to have flu injection this season. 	Q Health
4. DDMG Update <ul style="list-style-type: none"> Maintaining border crossings checkpoints 24 hours a day. Possibility of a DDMG meeting next week, with a desktop exercise to be conducted. PPE supplies are good. Email sent out to members last week in relation to fresh food supply across the region. 	DDMG
5. Agency Updates <ul style="list-style-type: none"> QFES <ul style="list-style-type: none"> No changes Urban & Rural Fire Services currently working on 2020 Operation Cool Burn. QAS 	All

- Nil
- MRC
 - Pandemic and Business Continuity Plans and IT Resources in place.
 - Flu vaccinations commence from today for the next couple of weeks for staff. This year MRC have offered flu vaccination to immediate family and volunteers.
 - MRC is now looking at the Recovery stage. Council representatives and The Chamber of Commerce met yesterday to develop a 5-point recovery plan. At this stage, it is gathering information from local businesses.
- State Development, Manufacturing, Infrastructure & Planning
 - Jody Dare advised that the Department is looking at the Recovery Stage, mainly looking at the manufacturing side.
 - Currently working with Suppliers to ensure that delivery of essential supplies to the South West and up to Mt Isa is continuing.
- Communities Disability Services & Seniors
 - No requests for assistance from the Maranoa Region.
 - 33 people have registered for Care Army in the region.
 - Working with LDMG's across the state to discuss and develop the recovery stage.
- National Parks
 - All staff travelling east are required to go through the screening process prior to coming back into the SW Region.
 - Carnarvon Gorge is receiving approx. 3 cars a day and approx. 10/20 people walking the Gorge.
- Santos
 - Charter flights in place for employees due to the restricted commercial flights available.
 - Flu vaccinations available for staff and family.
 - Daily temperature checks for staff remain in place.
- Origin
 - Testing ongoing.
 - Flu vaccinations available.

<ul style="list-style-type: none"> • Ergon <ul style="list-style-type: none"> - No issues with supply chains. - Ensuring critical infrastructure support is a priority. • Health Services – Anglicare, Bluecare <ul style="list-style-type: none"> - Angilcare – Flu Vaccinations clinic held last week for staff members. Delivery of PPE supplies will arrive next week. Tracey has sourced a supplier of vehicle sanitiser. Tracey will forward this information to distribute to the LDMG. - Bluecare – Awaiting the supply of PPE stock. Clients are completing a questionnaire prior to Bluecare staff entering the premises. • MRC <ul style="list-style-type: none"> - Janaya Greenwood advised that Western Wholesalers has recently received a supply of hand sanitiser. • DATSIP <ul style="list-style-type: none"> - Vanessa advised no changes to report since the last meeting. • DAF <ul style="list-style-type: none"> - Continuing to work with the supply chains of agricultural products. 	
<p>6. General Business Correspondence received from DAF advising of the updated contact details for the Maranoa LDMG advisor. Liaison Officer is David Hickey. LDMG contact register to be updated to include David's details.</p> <p>7. Next meeting and close</p> <p>Next Meeting – 8.30am Wednesday, 6 May 2020 Meeting Closed – 8.33am</p>	Chair

Pandemic Level of Activation and Triggers

Level of Activation	Triggers
Alert	<ul style="list-style-type: none"> · Suspected case in LGA (unconfirmed). · Confirmed case in neighbouring LGA. · Hospital directed that Health Emergency Operations Centre (HEOC) at Lean Forward or Stand Up.
Lean Forward	<ul style="list-style-type: none"> · Confirmed case in LGA, that is likely to require a coordinated response. · Need for public awareness. · Within Hospital capacity, but likely future planning required.
Stand Up	<ul style="list-style-type: none"> · Multiple confirmed cases in LGA, hazard imminent. · Community will be or has been impacted. · Multiple requests for assistance. · Significant community disruption and multiple agency involvement.
Stand Down	<ul style="list-style-type: none"> · No confirmed or suspected cases in LGA. · HEOC moved to Stand Down. · No requirement for a coordinated response. · Recovery operations commence if required.

OFFICER REPORT

Meeting: Ordinary 13 May 2020

Date: 29 April 2020

Item Number: 13.3

File Number: D20/37574

SUBJECT HEADING: Request for Sponsorship

Classification: Open Access

Officer's Title: Local Development Officer - Mitchell

Executive Summary:

The Management committee for the Maranoa Arts Gateway in Mitchell approached Council seeking sponsorship of \$500 to assist with the delivery of a South West Queensland Virtual Exhibition. This will allow the Virtual Exhibition to obtain sponsorship for prizes for entrants in specific categories during Covid-19.

Officer's Recommendation:

That Council:

1. Approve the sponsorship request from the Management Committee of the Maranoa Arts Gateway, Mitchell.
 2. Provide financial support at the requested cost of \$500 (GST exc) to be allocated to the Council's sponsorship budget GL 2887.
 3. Request the Management Group of the Maranoa Arts Gateway reflect Council's contribution towards the Virtual Exhibition.
-

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

The Management Committee of the Maranoa Arts Gateway.

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
None	<Provide details>

Context:

Why is the matter coming before Council?

Local Development Officer Mitchell received a request from the Management Committee of the Maranoa Arts Gateway requesting the following;

South West Queensland Virtual Exhibition, (Supported by **Maranoa Arts Gateway Inc**) are seeking support or sponsorship for a virtual exhibition on Facebook. <https://www.facebook.com/swqldvirtualexhibition/>

The purpose of this event is to highlight the positives in the South West Region of Queensland while at the same time giving people the opportunity to be actively engaged during the Covid-19 pandemic. This exhibition will run until the 30th of June 2020.

Set up like a country agricultural show, there are **10 sections** you can choose to sponsor; all have adult, teen and children categories, there are 500 classes on offer. A copy of all the classes can be found in the attached PDF.

These sections include:

- 1. Handcrafts**
- 2. Art**
- 3. Photography**
- 4. Cooking and Baking**
- 5. Farm and Garden**
- 6. Horticulture and Floral**
- 7. Pot Plants**
- 8. Music and Entertainment**
- 9. Pets and Animals**
- 10. Show off – anyone outside the region who just wants to get involved.**

The Management committee of Maranoa Arts Gateway are requesting the Sponsorship of \$500 for prizes for the Virtual Exhibition.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

The Management Committee of the Maranoa Arts Gateway, have approached Council seeking sponsorship of \$500 to assist with sponsorship for the Virtual Exhibition they are coordinating throughout South West Queensland.

As the State's Annual Shows cannot proceed due to COVID-19, The Management committee of Maranoa Arts Gateway decided to bring a virtual show to fruition that would engage communities from the South West regions of Queensland, including the Maranoa Region.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration?

(Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

N/A

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

N/A

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say?

(Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

N/A

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Sponsorship has been requested from other organisations and community groups throughout the region, as there are 500 classes being delivered with prizes association to the categories.

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

\$500 which has been requested from the Management committee of the Maranoa Arts Gateway has not been included in this year's budget. The sponsorship budget from GL 2887.2249.2001 has an amount remaining of \$276.00 which would not cover the amount requested. However, funds could be sourced elsewhere if required.

With the current situation of COVID-19, future sponsorship request to Council will be minimised.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

N/A

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

N/A

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Not approving the request	The Management committee of Maranoa Arts Gateway may have insufficient prize money for winning entries.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Local Development Officer Mitchell and Regional Specialist – Arts & Culture recommend that Council support the project.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council:

1. Approve the sponsorship request from the Management committee of the Maranoa Arts Gateway, Mitchell.
2. Provide financial support at the requested cost of \$500 (GST exc) to be allocated to the Council's sponsorship budget GL 2887.
3. Request the Management Group of the Maranoa Arts Gateway reflect Council's contribution towards the Virtual Exhibition.

Link to Corporate Plan:


Corporate Plan 2018-2023


Strategic Priority 4: Growing our region

4.12 Local development and events

4.10.5 Identify and implement approved Council or joint projects to preserve our heritage and local history for current and future generations, identifying opportunities to secure external funding and support.

Supporting Documentation:

1  South West region Virtual Exhibition category list D20/38713

2  South West region virtual exhibition flyer D20/38715

3  South West region Virtual Exhibition D20/38712

Report authorised by:

Manager - Economic & Community Development

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental Services



South West Queensland Virtual Exhibition

REGULATIONS:

- All entries are to be the property of the exhibitor and all produce is to be grown in the South West Region – this includes the areas and surrounding areas of Charleville, Chinchilla, Cunnamulla, Dirranbandi, Miles, Mitchell, Quilpie, Roma, St George, Taroom, Wallumbilla and Wandona.
- The purpose of the Virtual Exhibition is to promote the South West Region during Covid-19 pandemic, allowing people in the region to be actively engaged, while at the same time offering artisans and craft people from the region to sell their work and products as they choose to. Selling of items is voluntary and not required for inclusion in the exhibition.
- If choosing to sell an item, 10% of sales through the exhibition will be retained by Maranoa Arts Gateway Inc. (the Craft Shop Mitchell).
- Sales of an item may be undertaken throughout the exhibit as this is a virtual exhibition and the item does not have to be removed to go towards the final results.
- All entries in each Section to be the work of the exhibitor unless entered on behalf of a child or a person requiring assistance to exhibit.
- No anonymous entries will be accepted.
- All entry forms must be forwarded to swqldve@gmail.com. This email address can be also used if you are having difficulties uploading your entry to the Facebook Page South West Queensland Virtual Exhibition - <https://www.facebook.com/swqldvirtualexhibition/>
- All exhibits must have been completed in the previous 12 months. However, work undertaken prior to this date may be displayed or sold but will not form part of the competition. Exhibitors in this category are to clearly state that the exhibit is not for competition.
- A maximum of 4 photos of the same exhibit or one video can be uploaded. One photo must include the exhibitor to ensure the item is their property.
- Prizes will be awarded at the end of the exhibit during the week of the 1st of July 2020. These prizes will vary depending on sponsorship.
- Unless otherwise stated, all winning exhibits will be based on Facebook "Likes". There will be no officially assigned judges.
- All exhibit images may be used for advertising purposes of the South West Queensland Virtual Exhibition.
- All protests must be lodged via email to swqldve@gmail.com prior to the close of the Exhibition at midnight the 29th of June 2020.
- On hearing of all protests and disputes the committee shall abide by the final count of "likes" unless it be shown those voting have been willfully or accidentally misled.
- Prize money unclaimed within 3 months is the property of Maranoa Arts Gateway Inc.
- Every care will be taken with the display of the virtual exhibit, but Maranoa Arts Gateway Inc is not responsible for errors that may occur.
- The audience and exhibitors are welcome to discuss and comment on all exhibits, but abuse and degradation of an item or exhibitor will not be tolerated, and such comments may be removed.

SECTION 1 –HANDCRAFTS ADULTS

- All exhibits to be the exhibitors own work.
- No more than four entries per class by any one exhibitor.
- Work may be sold by the crafts person with 10% being retained by Maranoa Arts Gateway Inc
- Entries close 12pm Monday 29th of June 2020



Class 1	Adult Cardigan, Pullover or Vest - Hand Knitted
Class 2	Three-piece Baby Set - Hand knitted or crocheted
Class 3	Children's Cardigan, Pullover or Vest (suitable for a child under 12 years) - Hand knitted, crochet or sewn
Class 4	Pair of Socks – Hand Knitted or crochet or sewn
Class 5	Rug - Hand Knitted or crocheted or sewn
Class 6	Toy - Hand Knitted, crocheted or sewn
Class 7	Coat Hanger - Hand Knitted, Crocheted or sewn
Class 8	Tea Cozy - Hand Knitted, Crocheted or sewn
Class 9	Potholder Pair - Hand Knitted, Crocheted or sewn.
Class 10	Cushion Cover – Hand Knitted Crocheted or sewn
Class 11	Bag - Hand Knitted crocheted or sewn
Class 12	Any other Hand Knitted or crocheted Article or Garment not previously listed
Class 13	Any other article with Crochet or Tatting
Class 14	Pair of Crochet Dollies
Class 15	Table Centre – Crocheted, knitted, cross stitch etc.
Class 16	Hand Embroidered Duchess Set, Runner of Table Center or Tablecloth
Class 17	Machine Embroidered duchess set, runner, table center or tablecloth
Class 18	Any article of paper craft – Quilling, origami, Paper tole, or paper Mache.
Class 19	Tapestry or Long Stitch – both sides must be displayed
Class 20	Leather Article – plated, carved or embossed
Class 21	Painted Article – Folk art, own design, free hand and medium including china painting
Class 22	Wooden Article
Class 23	Embroidered picture or Wall hanging or dream catcher
Class 24	100% recycled article – made of string, plastic, fabric etc.
Class 25	Novelty Pin Cushion
Class 26	Novelty Door Stop
Class 27	An article featuring buttons or beadwork,
Class 28	Best Dressed Doll or stuffed animal

SECTION 1 -HANDCRAFTS CHILDREN - 12 Years and under

- All exhibits to be the exhibitors own work. Parents or guardians may enter the exhibit on behalf of a child.
- Age of the child must be written on the form and on the exhibit.
- Each Class has a maximum of 4 items per child
- Entries close 12 pm Monday 29th of June 2020

Class 29	Any article of paper craft – Quilling, origami, Paper tole, or papier mache.
Class 30	100% recycled article – made of string, plastic, fabric etc.
Class 31	Any article of clay or pottery
Class 32	Any Leather article
Class 33	An article of sewing – hand or machine
Class 34	An article of knitting or crochet
Class 35	An Article of fabric – Weaving, plaiting, fabric bowl, glued or sewn
Class 36	Any article of wood work
Class 37	Any Lego

SECTION 1 –HANDCRAFTS TEENAGE – 13 -17 Years

- All exhibits to be the exhibitors own work. Parents or guardians may enter the exhibit on behalf of a child.
- Age of the child must be written on the form and on the exhibit.
- Each Class has a maximum of 4 items per child
- Entries close 12 pm Monday 29th of June 2020

Class 38	Any article of paper craft – Quilling, origami, Paper tole, or papier Mache.
Class 39	100% recycled article – made of string, plastic, fabric etc.
Class 40	Any practical article of clay – pot, cup, plate, vase etc.
Class 41	Any Leather article
Class 42	An article of sewing – hand or machine
Class 43	An article of knitting or crochet
Class 44	An Article of fabric – Weaving, plaiting, fabric bowl, glued or sewn
Class 45	Any article of woodwork
Class 46	Any Lego
Class 47	Any article of Metal Work
Class 48	Any article of Patchwork or Quilting



SECTION 2 – ART ADULTS

- All exhibits to be the exhibitors own work.
- No more than four entries per class by any one exhibitor.
- Entries close 12 pm Monday 29th of June 2020

Class 1	Land or Sea Scape
Class 2	Still Life
Class 3	Contemporary
Class 4	Portrait
Class 5	Any other subject
Class 6	Black and white – Charcoal, pen or pencil
Class 7	Fantasy
Class 8	Miniature art piece - No larger than the size of your hand. This includes Jewelry
Class 9	Collage
Class 10	Mix Media
Class 11	Sculpture - Any mixed medium
Class 12	Sculpture – Clay
Class 13	Sculpture – Metal
Class 14	Pottery – hand built – need not be functional
Class 15	Pottery – thrown – need not be functional
Class 16	Silversmithing any object except Jewellery
Class 17	Wearable Art – Including Jewellery
Class 18	Jewellery Set – any medium

SECTION 2 – ART CHILDREN - 12 years and Under

- All exhibits to be the exhibitors own work. Parents or guardians may enter the exhibit on behalf of a child.
- Age of the child must be written on the form and on the exhibit.
- Each Class has a maximum of 4 items per child
- Entries close 12 pm Monday 29th of June 2020

Class 16	Land or Sea Scape
Class 17	Still Life
Class 18	Contemporary
Class 19	Portrait
Class 20	Any other subject
Class 21	Black and white – Charcoal, pen or pencil
Class 22	Fantasy
Class 23	Collage
Class 24	Mix Media
Class 25	Sculpture - Any mixed medium

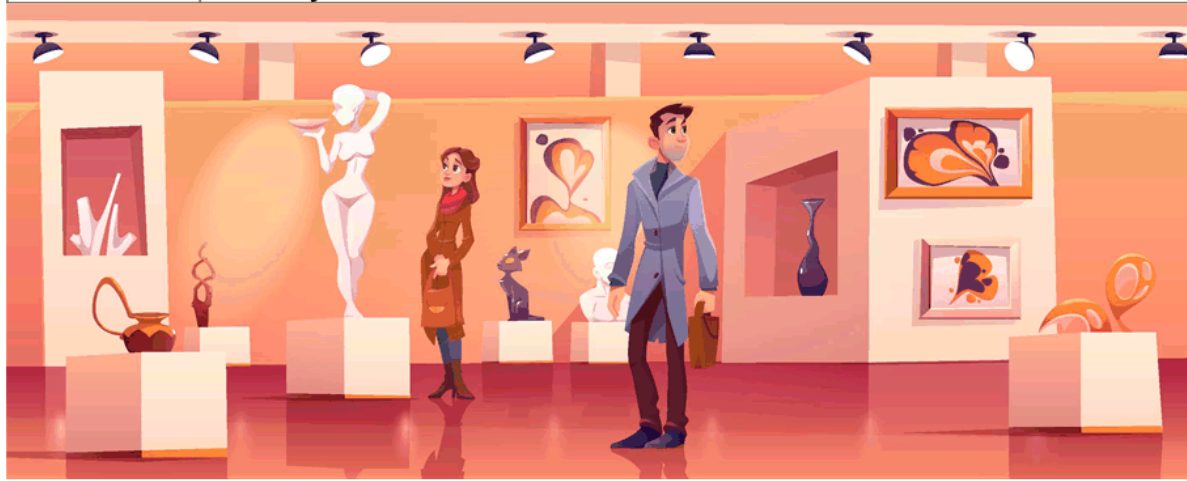
Class 26	Sculpture – Clay
Class 27	Sculpture – Metal
Class 28	Pottery – hand built – need not be functional
Class 29	Pottery – thrown – need not be functional

SECTION 2 – ART

TEENAGE - Ages 13 – 17

- All exhibits to be the exhibitors own work. Parents or guardians may enter the exhibit on behalf of a child.
- Age of the child must be written on the form and on the exhibit.
- Each Class has a maximum of 4 items per child
- Entries close 12pm Monday 29th of June 2020

Class 30	Land or Sea Scape
Class 31	Still Life
Class 32	Contemporary
Class 33	Portrait
Class 34	Any other subject
Class 35	Black and white – Charcoal, pen or pencil
Class 36	Fantasy
Class 37	Collage
Class 38	Mix Media
Class 39	Sculpture - Any mixed medium
Class 40	Sculpture – Clay
Class 41	Sculpture – Metal
Class 42	Pottery – hand built – need not be functional
Class 43	Pottery – thrown – need not be functional



SECTION 3 - PHOTOGRAPHY

- No more than four entries per class by any one exhibitor.
- All work must be done by an amateur not a professional photographer
- Professional Photographers may exhibit their work but it does not form part of the competition – please state if you are a professional photographer.
- Children's work must be completed by the child- children can enter any section – please include the age of the child. On the class section please add the letter **C** – for a child 12 years and under OR **T** for a child 13 and over.
- Photography may be sold 10% of Sales go to Maranoa Arts Gateway Inc.
- Watermarks are permitted.
- Entries close 12pm Monday 29th of June 2020

Class 1	Animals/ Birds / Insects
Class 2	Flowers / Garden / Plants
Class 3	People – more than one person
Class 4	Portrait
Class 5	Sunrise sunset
Class 6	Landscape
Class 7	Fantasy
Class 8	Silhouette
Class 9	Local Scene – place must be named
Class 10	Action
Class 11	Reflection
Class 12	Computer created



SECTION 4 - COOKING AND BAKING

- No more than four entries per class by any one exhibitor.
- Packet products must be stated – eg cake mix.
- **ALL entries must include a recipe. – as our intent is to create a SW Queensland Cook book.**
- Children's work must be completed by the child- children can entre any section – please include the age of the child. On the class section please add the letter **C** – for a child 12 years and under OR **T** for a child 13 and over.

Class 1	Plate of 6 pumpkin scones
Class 2	Plate of 6 plane scones
Class 3	Plate of 6 mixed scones
Class 4	Plate of 6 pikelets
Class 5	Date Roll
Class 6	Plate of Shortbread in wedges
Class 7	Plate of 6 lamingtons
Class 8	Collection of biscuits or cookies at least 3 different
Class 9	Madeira Cake
Class 10	Banana Cake
Class 11	Chocolate Cake
Class 12	Orange Cake
Class 13	Sultana Cake
Class 14	Boiled Fruit Cake- not iced
Class 15	Steamed Date Pudding
Class 16	Christmas Plum Pudding
Class 17	Plain Steamed Pudding
Class 18	4 Muffins
Class 19	Swiss sponge roll with filling
Class 20	Gingerbread
Class 21	Tea Cake
Class 22	Collection of cupcakes decorated - At least 3 different
Class 23	Damper
Class 24	Homemade Bread
Class 25	Fruit Cake
Class 26	Unusual Cake
Class 27	Gluten Free Biscuits / Cookies / Slice
Class 28	Gluten Free Cake
Class 29	Sugar Art
Class 30	Best family dinner
Class 31	Best Decorated Cake
Class 32	Best Decorated Novelty Cake

Due to the nature of the exhibition, it will not be possible to taste items. Sharing of recipes for jams, pickles, relish, or any preserve or confectionary, would be appreciated if you could pass these on by email, as we would like to extend this project to make a cook book for the South West Region.

SECTION 5 - FARM and GARDEN

- No more than four entries per **class** by any one exhibitor.
- All must be home grown by the exhibitor.
- Children entries must be grown / owned by the child- children can entre any section – please include the age of the child. On the class section please add the letter **C** – for a child under the age of 13 OR **T** for a child over 13
- Entries close 12pm Monday 29th of June 2020

Class 1	Six White or Brown Eggs – decoratively displayed
Class 2	Collection of Herbs - named
Class 3	Head of Lettuce
Class 4	Head of Cabbage
Class 5	Bunch of Shallots
Class 6	Bunch of at least 3 carrots with tops attached
Class 7	3 Cucumbers
Class 8	Bunch of Radishes with tops attached
Class 9	Plate of 3 tomatoes
Class 10	3 beetroot with tops attached
Class 11	2 Capsicum
Class 12	Bunch of Silver beet
Class 13	A display of mixed vegetables from the garden
Class 14	3 Mandarins
Class 15	3 Oranges
Class 16	3 lemons
Class 17	3 grapefruit
Class 18	3 bush Lemons
Class 19	3 of any kind of citrus
Class 20	1 Queensland Blue Pumpkin
Class 21	1 Butternut Pumpkin
Class 22	Collection of Pumpkins – named
Class 23	2 Marrow or squash
Class 24	Plate of Chilies
Class 25	1 Sweet Potato
Class 26	Any other useful vegetable
Class 27	Any Giant Produce
Class 28	Nuts of any kind with foliage
Class 29	Scarecrow of any kind.
Class 30	Outside sculpture or wind chime



SECTION 6 - HORTICULTURE AND FLORAL ART

- No more than four entries per **class** by any one exhibitor.
- All flowers and dried materials in this section must be home grown unless otherwise stated.
 - Foliage allowed in all classes except where otherwise stated
 - Fresh material to be used unless otherwise stated.
- Foliage is - leaves of plants, shrub or tree with or without a stem and includes fern and succulents.
 - A bowl is a circular container which has a diameter greater than the height
 - A vase is taller than its diameter.
- Children entries must be grown / owned by the child- children can enter any section – please include the age of the child. On the class section please add the letter **C** – for a child under the age of 13
OR T for a child over 13
- Entries close 12pm Monday 29th of June 2020

Class 1	Basket of Mixed Flowers – 3 or more varieties or colours
Class 2	Jug of flowers
Class 3	Autumn arrangement – dried, fresh and artificial allowed
Class 4	Modern Arrangement – dried, fresh and artificial allowed
Class 5	An arrangement that represents a song title
Class 6	Kitchen arrangement – mixture of fruit, vegetables and flowers
Class 7	An arrangement that represents a children's story or nursery rhyme. Props can be used. – dried, fresh and artificial allowed
Class 8	Arrangement of dried materials
Class 9	Make the most of three flowers...
Class 10	Decorated saucer of flowers. – dried, fresh and artificial allowed
Class 11	Bowl or vase of flowers
Class 12	Fairy garden in dish or tray
Class 13	Animal Farm on a dish or tray – must include plants
Class 14	Vase of one species of flower only. No Foliage.
Class 15	3 white or cream roses
Class 16	3 pink Roses
Class 17	3 red roses
Class 18	3 roses of any other colour
Class 19	Container of roses
Class 20	An arrangement of roses



SECTION 7 - POT PLANTS

- No more than four entries per class by any one exhibitor.
- Plant must be grown by the exhibitor for at least 3 months prior to exhibiting.
 - **Please Name the Plant if you can.**
- **Children entries** must be grown / owned by the child- children can entre any section – please include the age of the child. On the class section please add the letter **C** – for a child under the age of 13
OR T for a child over 13
- Entries close 12pm Monday 29th of June 2020

Class 1	Indoor plant grown in a container
Class 2	Indoor fern grown in a container
Class 3	Flowering pot plant
Class 4	Hanging Basket
Class 5	Succulent
Class 6	Cacti Garden, Succulents permitted
Class 7	Terrarium
Class 8	Pot plant in a novelty container



SECTION 8 - MUSIC AND ENTERTAINMENT

- No more than **2 entries per class** by any one exhibitor.
- Video must have been produced within 12 months prior to exhibiting.
 - Entrant can not be a professional performer.
- Videos must be no shorter than 2 mins and no longer than 5 mins
 - **Children can entre any section** – please include the age of the child. On the class section please add the letter **C** – for a child under the age of 13 **OR T** for a child over 13
 - Entries close 12pm Monday 29th of June 2020

Class 1	Duet – any genre (We are keeping to the rule of social distancing)
Class 2	Solo - Country
Class 3	Solo – Rock
Class 4	Solo - Rap
Class 5	Musical Instrument – with or without vocals
Class 6	Present a Recitation – can be your own work or a poem, a speech, an address
Class 7	Magic act
Class 8	Stand up comedy (remember this is for family viewing)
Class 9	Create a skit or short play with only family or those in your house
Class 10	Solo Dance
Class 11	Duo Dance
Class 12	Display a talent – e.g. Jumping rope, bike riding, Yo-yo, skate boarding, hula hoop.
Class 13	Lip sync a Song
Class14	Produce an original song
Class 15	Perform a juggling act
Class 16	Perform a Ventriloquist act.



SECTION 9 - PETS and ANIMALS

- No more than 2 entries per class by any one exhibitor.
- Can be video or Photographs unless specified.
- Video must have been produced within 3 months prior to exhibiting.
 - Entrant cannot be a professional performer.
 - Videos must be no longer than 5 mins
- Children can enter any section – please include the age of the child. On the class section please add the letter **C** – for a child under the age of 13

OR T for a child over 13

Remember to treat all animals in a humane way.

- Entries close 12 pm Monday 29th of June 2020

Class 1	Cutest Cat - Photo
Class 2	Cutest Dog - Photo
Class 3	Most unusual Pet - Photo
Class 4	Best dressed pet – photo or video
Class 5	Cleverest pet - video
Class 6	Best talking bird - video
Class 7	Owner-Pet look alike - photo



SECTION 10 – SHOW OFF. Any age, any place, any where

- Using the sections and classes listed in the exhibition, this area is for anyone who lives outside of the South West Queensland region.
- No more than 2 entries per **class** by any one exhibitor.
- **Can be video or Photographs unless specified.**
- Video must have been produced within 3 months prior to exhibiting.
 - **Entrant cannot be a professional**
- Videos must be no shorter than 2 mins and no longer than 5 mins
- Label your work with the letters **ASO** for an Adult exhibition
 - Children can enter any section – please include the age of the child. On the class section please add the letter **CSO** – for a child under the age of 13

OR **TSO** for a child over 13

You are welcome to sell your item, with 10% being retained by Maranoa Arts Gateway Inc.



This exhibition is firstly for fun and the opportunity to exhibit the work of the very talented crafters, artists, artisans, producers, pet owners and hobbyists in the South West Region. But we also know there are some excellent work, produce and pets outside the region and we don't want you to miss out on the fun, so we have included Section 10 for those who are outside

the bounds of the main competitions but want to get involved and show us what you've got!

Maranoa Arts Gateway Inc (MAG) has lent its name and support to this exhibition. It is non-for-profit craft and art group that has run a local craft shop in Mitchell Queensland for over 12 years. Most members are over 70 and thus are an at-risk group of the COVID-19 pandemic and required to shut its doors. Items sold through this exhibition will go to ensuring that those doors can be reopened when this pandemic end, they just want to pay their rent. **MAG** has always quietly supported the community, not only in the arts and crafts areas, but the local nursing home, the schools, Angel Flight, Flying Doctors and numerous other groups and organizations that are vital to the South West. With funds raised from the sale of items via the Exhibition MAG hopes to continue to support these organisations.

SPONSORSHIP -If you can sponsor the **Sections and/or classes** within the exhibition it would be greatly appreciated. You don't have to give much; it is the thought that counts. All prize money goes to the exhibitors.

Account Name: Maranoa Arts Gateway Inc. - SWQVE

BSB: 084822

ACC NO: 427483603

South West Queensland

Virtual Exhibition



Cambridge St
Mitchell 4465



0427014646



swqldve@gmail.com



<https://www.facebook.com/South-West-Queensland-Virtual-Exhibition-113446820314875/>

Supported by Maranoa Arts
Gateway Inc (Mitchell Craft Shop)

Sponsors Welcome

All sponsorship will go towards prizes in various categories within the Exhibition.

Account Name: Maranoa Arts
Gateway Inc – SWQVE

BSB: 084822

Account No. 427483603

With 9 sections –

- Handcraft
- Art
- Photography
- Household
- Farm and Garden
- Horticulture and Floral Art
- Pot Plants
- Music and Entertainment
- Pets and Animals –

there is something for everyone in every age group to get involved– Without leaving home!

Join the South West as it shows of all it has to offer on Facebook – **South West Queensland Virtual Exhibition.**

We have struggled through drought, a virus isn't going to keep us down!

Rule and Sections for the exhibitions are available via email or on Facebook.



10 Sections Over 500 Classes

Closing June 30th 2020

Free

Sponsors welcome
Sales permitted

Get in touch!



swqldve@gmail.com

Cambridge St
Mitchell 4465



0427014646



<https://www.facebook.com/swqldvirtualexhibition/>

OFFICER REPORT

Meeting: Ordinary 13 May 2020

Date: 30 April 2020

Item Number: 13.4

File Number: D20/37730

SUBJECT HEADING: Successful Funding Application under Resource Recovery Industry Development Program - Roma Waste Facility Ring Road Project

Classification: Open Access

Officer's Title: Manager - Environment, Health, Waste & Rural Land Services

Executive Summary:

Council submitted a funding application under the Resource Recovery Industry Development Program to complete the Roma Waste Facility Ring Road Project. This application was successful and we now seek approval for the Chief Executive Officer or delegate authority to sign the funding agreement.

Officer's Recommendation:

That Council authorise the Chief Executive Officer, or delegate, to sign funding agreements as required.

Individuals or Organisations to which the report applies:

Are there any individuals or organisations who stand to gain a benefit, or suffer a loss, (either directly or indirectly) depending on the outcome of consideration of this matter?

(Note: This is to assist Councillors in identifying if they have a Material Personal Interest or Conflict of Interest in the agenda item - i.e. whether they should participate in the discussion and decision making).

Nil

Acronyms:

Are there any industry abbreviations that will be used in the report?

Note: This is important as particular professions or industries often use shortened terminology where they refer to the matter on a regular basis. However, for individuals not within the profession or industry it can significantly impact the readability of the report if these aren't explained at the start of the report).

Acronym	Description
Nil	Nil

Context:

Why is the matter coming before Council?

To seek approval for the Chief Executive Officer or delegate approval to sign the funding agreement.

Background:

Has anything already happened in relation to this matter?

(Succinct overview of the relevant facts, without interpretation)

Application was made to Department of State Development, Manufacturing, Infrastructure and Planning to apply for Resource Recovery Industry Development Program funding of \$359,000 in November 2019. This funding will co-contribute to an existing Capital Works project where Council has allocated a budget of \$304,800 to complete the Roma Waste Facility Ring Road. Council has been notified that the funding application was successful and to ensure that we receive the funded monies a funding agreement will need to be signed.

Legislation, Local Laws, State Policies & Other Regulatory Requirements:

What does the legislation and other statutory instruments include about the matter under consideration? (Include an extract of the relevant section's wording of the legislation – please do not just quote the section number as that is of no assistance to Councillors)

Nil

Council Policies or Asset Management Plans:

Does Council have a policy, plan or approach ordinarily followed for this type of decision?

What are relevant sections of the policy or plan?

(Quote/insert the relevant section's wording / description within the report)

Nil

Input into the Report & Recommendation:

Have others' views or input been sourced in developing the report and recommendation to Council? (i.e. other than the report author?) What did each say? (Please include consultation with the funding body, any dates of critical importance or updates or approvals required)

Nil

Funding Bodies:

Is the project externally funded (or proposed to be)? If so, are there any implications in relation to the funding agreement or grant application. (Please do not just include names)

Department of State Development, Manufacturing, Infrastructure & Planning -
\$359,000.00

This Financial Year's Budget:

Will the matter under consideration impact how much Council collects in income or how much it will spend? How much (\$)? Is this already included in the budget? (Include the account number and description).

If the matter under consideration has not been included in the budget, where can the funds be transferred from? (Include the account number and description) What will not be done as a result?

The Roma Waste Facility Ring Road project is an approved project in the 2019-2020 Capital Project budget.

Future Years' Budgets:

Will there need to be a change in future years' budgets to cater for a change in income or increased expenditure as a result of Council's decision? How much (\$)? (e.g. estimate of additional maintenance or operating costs for a new or upgraded project)

Nil

Impact on Other Individuals or Interested Parties:

Is there anyone who is likely to be particularly interested in or impacted by the decision, or affected by the recommendation if adopted? What would be their key interests or concerns? (Interested Parties Analysis - IS9001:2015)

Nil

Risks:

What could go wrong if Council makes a decision on this matter? (What is the likelihood of it happening and the consequence if it does) (List each identified risk in a table)

Risk	Description of likelihood & consequences
Funding agreement	If funding agreement is not signed and submitted to the Department funding will not be awarded and the project could be jeopardised.

Advice to Council:

What do you think Council should do, based on your skills, qualifications and experience, your knowledge of this and related matters, and the facts contained in the report?

(A summary of what the employee thinks Council needs to hear, not what they think individual Councillors want to hear – i.e. employees must provide sound and impartial advice – the employee's professional opinion)

Approve that the funding agreement to be signed off by the Chief Executive Officer or delegate.

Recommendation:

What is the 'draft decision' based on the advice to Council?

Does the recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

(Note: recommendations if adopted by Council become a legal decision of government and therefore must be clear and succinct about the action required by employees (unambiguous)).

Does this recommendation suggest a decision contrary to an existing Council policy? If so, for what reason?

That Council authorise the Chief Executive Officer, or delegate, to sign funding agreements as required.



Link to Operational Plan Function:

Corporate Plan 2018-2023

Strategic Priority 1: Getting the basics right

1.5 Waste

Supporting Documentation:

- 1  WA-RRIDP Nov 2019 - Application Roma Ring Road to Resource Recovery D19/113831
- 2  RRIDP S1R2 Letter of Offer - Maranoa Regional Council - Roma Ring Road Project D20/37763



RRIDP (S1R2) Funding Agreement with Maranoa
Regional Council (execution copy)

D20/37766

Report authorised by:

Deputy Chief Executive Officer/Director - Development, Facilities & Environmental
Services

Response ID ANON-W1PD-GBEP-T

Submitted to Resource Recovery Industry Development Program (RRIDP) detailed application – stream one round two
Submitted on 2019-11-15 13:27:04

Part A: Applicant details**1 Organisation****Name of legal entity:**

Maranoa Regional Council

Trading/business name (if different to legal entity):**2 Type of organisation (required) Refer to section 2.4.1 of the Guidelines**

Local government / local government owned / controlled organisation; or regional organisation of councils

3 Australian Business Number (ABN) or Australian Registered Body Number (ARBN)**ABN or ARBN:**

99324089164

4 Key contact person**Title:**

Mrs

First name:

Kay

Last name:

Crosby

Position:

Manager Environment, Health, Waste & Rural Land Services

Telephone:

1300007662

Mobile:

0428880574

Email:

waste@maranoa.qld.gov.au

5 Business address**Street address:**

100 Cambridge Street

Town / Suburb:

Mitchell

State:

Queensland

Postcode:

4465

6 Postal address**Mail or Locked bag number:**

PO Box 42

Town / Suburb:

Mitchell

State:

Queensland

Postcode:
4465

7 Organisation website

URL:
www.maranoa.qld.gov.au

8 Other applicants

No

Part B: Project summary

11 Project title

This name will be used on all correspondence and public information about the project. Please use 10 words or less and consider including the location of the project in the title for reference.:

Roma Ring Road to Resource Recovery

12 Address at which the project will be delivered

Street address:
269 Short Street

Town/Suburb:
Roma

Postcode:
4455

Lot/Plan:
Lot/Plan: Lot 241 on WAL 53170 & Lot 242 WV 1872

13 Project summary

Please provide a concise summary of your project. The summary should include a description of the resource recovery infrastructure to be built or enhanced, the type of waste materials to be recovered and the benefits the project will deliver for Queensland's resource recovery industry. The summary should note if it contains any commercially sensitive details as it may be used in public announcements about the project.:

The project aims to develop an easy to use 'Ring Road to Resource Recovery' that will engage residents to separate their waste for use as a resource, changing a mindset from 'WASTE' to a feedstock resource that can be REUSED and RECYCLED for numerous purposes within the Region. This physical evidence will provide an experience for residents and commercial business operators, encouraging more separation at the source.

The concrete bitumen under cover laydown area will be designed with individual bays, allowing clients to drive in and round in a circular forward movement placing waste in the designated separation areas, or alternatively place their waste on the sort pad, where Council staff will separate all matter ensuring only waste that is unsuitable for higher use options is the only matter going into landfill.

The concrete area will be under cover to reduce heat for clients and employees, decreasing spoil of matter caused by wet weather events, reducing wind-blown litter, and recycling water captured off the roof to be used on site.

Approximately 48% of waste currently delivered to site is recycled, however with this proposed new development, it is expected a further 64% will be recycled within the first five years of operation.

The items marked '*' below are currently recycled due to the high market value. It is expected the remainder will expand on the existing resource recovery program.

- Glass **
- Aluminum **
- Plastic – containers
- Soft/Hard plastic
- Steel *
- Cooper
- Cardboard
- Paper
- Tyres (currently separated, not recycled)
- Furniture (sold upon demand)
- Push bikes (sold upon demand)
- Motors – lawn mowers, whipper snipper (sold upon demand)
- EWaste **
- Batteries **
- Green Waste
- Food scraps
- Mobile phone **

- ** - eligible glass beverage containers removed under the Container for Change program
- ** - chemical drums (plastic) recycled Liberty
- ** - E-Waste recycled annually
- ** - Batteries recycled with Liberty
- ** - mobile phones – Australian Telecommunications Mobile Muster

By activating separation of the above items, will improve the following aspects:

- a) Achieve expectation of community members to recycle waste, highlighted in community plans and with the Maranoa Waste Strategy
- b) Increase management of each specific waste stream, allowing an increase in comprehensive information about movements of waste and materials at waste disposal sites when reporting to the State – waste levy requirements
- c) Eliminate residents attending the tip face, which has been identified as a safety issue
- d) Reduce the amount of matter going to landfill
- e) Reduce pest animal invasion at site, reduce possible flight path risk;
- f) Reduce fly away rubbish – roof over the area where all municipal and commercial & industrial waste delivered
- g) Increase compaction through extraction of bulk items
- h) Increase life span of landfill
- i) Increase efficiency of reuse processes and management of landfill
- j) Reduce environmental impact
- k) Reduce plant operational time – less waste going to landfill- reduce Council environmental footprint
- l) Increase job security for current employees
- m) Increase job opportunities in waste operation
- n) Increase skill opportunities within the waste industry – may lead to init

The new development will eliminate residents from the landfill face, provide a fluent flow of traffic, move large trucks away from domestic drop off points, increase the number and identify each drop off point to be located on the ring road, reducing risks within the site whilst improving the efficiency and effectiveness of waste recovery and reducing good resources going into landfill.

The concrete unloading bays, with a push pit at the rear (western side) enlarges out to a waste separation area with a compactor bin for packaging of recyclables such as soft plastics and cardboard as well as the residual waste. The compactor will bale the residual waste before it is taken to landfill, increasing the compaction rate at the landfill.

The above process is similar to developments in Toowoomba, Dalby and Chinchilla with the exception of the compaction of residual waste prior to being placed in landfill.

As the project moves into operational stage, it is expected two full time employees will be required in the recovery and sorting of matter delivered to site. This employment will be offset by the increase in recovery of resources.

As the State continues to provide financial support; through funding from the State's waste levy for initiatives that Re-use, Recycle, Recover and Treat, it is expected plastic and tyres a resource that currently does not have high value resale, will be used as a resource – waste to energy.

This project will provide a benefit to its community – economically, socially and environmentally and aligns with the State's Waste Management and Resource Recovery Strategy.

14 Funding sources for this project: Please enter numerical values in Australian dollars (excluding GST).

Funding requested from RRIDP (up to \$5 million excl. GST.):

359500.00

Lead applicant co-contribution:

444500.00

Other consortium members:

Co-contribution (if applicable):

Other grants :

Total:

804000.00

15 Total eligible project costs

Total eligible project costs:

729000.00

16 Other grants

Please detail any grants, other than the RRIDP, which will contribute funding toward the project. Provide the details about the local, state or federal government agency offering the grant, program title, amount sought, application status.:

Not applicable

17 Project category - select one box which best describes the project, noting some projects may fit more than one category.

Recovery / sorting

Other:

Part C: Assessment Criteria**18 Criterion one: Contribute to the development of the resource recovery industry**

Contribute to the achievement of Queensland Government Waste Diversion targets, including recycling of problematic waste streams (refer to the Queensland Government's Waste Management and Resource Recovery Strategy):

This project aligns with the State's Waste Management and Resource Recovery Strategy by sorting and diverting municipal waste, in particular plastics together with sorting and increasing reuse of commercial and industrial, construction and demolition, decreasing residual waste to landfill.

Council have been working towards a number of recycling initiatives, as well as implementing its waste strategy to reduce its operational landfill numbers, and changing its practices within the Region to improve known impacts on the environment and reducing the use of land for landfill purposes

By having employees at the point of diverting valuable resource feedstocks, - municipal solid waste together with commercial and industrial waste, matter going to landfill will decrease by up to 70% within 10 years. (refer to the materials flow chart spread sheet)

This action will promote factual data benefits to our community, delivering a more sustainable waste management practice by local government for the community and has the potential to initiate recycling activities for entrepreneurs within the Region

- using crushed glass as a bedding for water piping – urban/rural area. Safety for future recovery of the water pipes, and less cost as the resource is within the Region
- Using crushed concrete in road building or maintenance – reduces the need to extract gravel
- Melting all plastic back to an oil substance which can be used to rebuild plastic and or burn as fuel – potential to develop another business within the Region – more jobs, resource within the Region

This target aligns with the State's Waste Management and Resource Recovery Strategy and Queensland Resource Recovery Industry 10-Year Roadmap and Action Plan

Accelerate private sector investment:

This information has the potential to accelerate private sector investment and develop the waste industry supply chain, by encouraging initiatives to circulate any material for as long as possible.

This is evidenced by other private operators within the Region that have shown interest by making application to continue the 'Container for Change' program within the Maranoa - as Council has lead the way for the past ten months and provided factual information to its community that the program is viable and is a great investment for private enterprise - achieving a circular economy.

Council has been an active member of the Container for Change program for the past ten months, with this program diverting 166 tonne of municipal waste (plastic beverage containers, aluminium and glass) going to landfill.

2,000,000 containers recycled by a population of 13,000 people from 23 February 2019 to 30 September 2019.

This information reiterates that waste can be a resource which is a financial benefit to the community – this one program has injected over \$325,000.00 back into this community, reducing waste to landfill and cleaning up roadside litter.

Develop the waste industry supply chain:

By having employees at the point of diverting valuable resource feedstocks, - municipal solid waste together with commercial and industrial waste - matter going to landfill will decrease by up to 70% within 10 years. (refer to the materials flow chart spread sheet)

This action will promote factual data benefits to our community, delivering a more sustainable waste management practice by local government for the community and has the potential to initiate recycling activities for entrepreneurs within the Region

- using crushed glass as a bedding for water piping – urban/rural area. Safety for future recovery of the water pipes, and less cost as the resource is within the Region
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- Melting all plastic back to an oil substance which can be used to rebuild plastic and or burn as fuel – potential to develop another business within the Region – more jobs, resource within the Region

This target aligns with the State's Waste Management and Resource Recovery Strategy and Queensland Resource Recovery Industry 10-Year Roadmap and Action Plan

C & I

Other primary waste stream :

MSW and C&D

How many tonnes of waste will be diverted from landfill per year (tonnes per annum):

12500

built environment waste, including construction and demolition waste

19 Criterion two: Project viability

Supply secured

Other:

For each applicable waste stream describe how the feedstocks will be secured to support the ongoing viability of the project Provide as much information as you can to describe the source/supplier of the waste, volume to be supplied, what supply arrangements are in place or will be put in place Who currently collects and controls the waste and where does it currently go? Provide evidence where possible, refer to Part D Checklist: Council has been operating landfills for the past thirty years, is the only provider of waste facilities within the Region and has received the following waste stream tonnages in the past five years:

Commercial & Industrial – 10423.36 tonne/annum
Construction & Demolition – 11706.5 tonne/annum
Municipal – 6160 tonne/annum

Council has five contracts in place for the collection of the waste.

The Roma refuse site is the largest landfill within the Maranoa, operated and managed by Council. The next alternate waste facility is located in Jandowae over 200 kilometres from Maranoa's eastern boundary

Commercial operators such as Cleanaway deliver all waste under their contracts with private, commercial and gas construction companies to Roma landfill

Commercial & Industrial 4779 tonne/annum
Construction & Demolition 3700 tonne/annum

The above tonnages have been calculated from waste figures in the past financial year.

MOU in place for offtake

Other:

For each product output describe what offtake agreements are in place or will be put in place prior to project commencement. Include details such as volumes and tenure of arrangements. Provide evidence where possible, refer to Part D Checklist : Council has a number of offtake agreements in place.

1. Liberty Recycling Pty Ltd - 1576 tonne steel recycled in 2019
31.35 tonne batteries in 2019

2. Australian Mobile Telecommunications - 42kg in 2019

3. DrumMuster - recycle chemical drums - 6946 in 2019

Current Negotiations with the following - green waste

- a) WestRex Pty Ltd - Jackson
- b) Oricon - Roma

Council has purchased a green waste chipper, which will be used to mulch waste if "off take" agreements do not come to fruition.

Describe in more detail the residual wastes, their key characteristics and how they will be managed/disposed :

The residual waste is matter that has reached it's "end of life" and cannot be physically recycled.

eg. matter that is damaged or stained and has no current re-use process and or value.

All residual waste will be the left over matter in the push pit. It will be baled and buried in landfill.

Describe the commercial viability of the project:

High value recycled matter such as steel/copper/batteries/ewaste/mobile phones are a resource currently being sent from site to reuse/recycle.

With the implementation of the Ring Road to resource recovery, more resources will be recovered
Eg. Paper/cardboard/concrete/steel particles

Waste employees are currently implementing sorting commercial and industrial, however the process is not working at maximum efficiency, due to the sparseness of the identified waste areas.

It is expected with employees being at site were matter is disposed, a more efficient streamlined process can be achieved, as the officers can provide 'one on one' direction to clients, encourage further sorting before unloading of matter increasing resource recovery.

Over the past four months on average, staff have extracted approximately 60 tonne per month of matter – which over a twelve month period is 720 tonne of resources that can be reused, recycled and not go to landfill.

This is a financial benefit to both Council and its community of approximately \$47520.00 per year alone, by the matter not going to landfill. This figure does not account for the saving of airspace, the resource recovery price and or the land saving value.

The projection for this project each year is approximately 12000 tonne, which has a potential financial benefit to the community of approximately \$792,000.00 (av cost per tonne of waste entering landfill to Council/community is \$66 per tonne) - over a ten year period has the potential to SAVE \$7 million.

Outline how the project will be funded:

Capital budget 2019-20 for Roma's Ring Road to Resource Recovery is \$350,000.00

Operational budget for Roma Refuse site will be used for the remaining \$94,500.00 required for this project (plant)

RRIDP Grant \$359,500.0

If 100% of the requested funding amount is not provided, how will this impact your project:

Maranoa Regional Council is one of the local governments within Queensland, which has been identified by the State as having challenges in resource recovery and recycling, due to lower population densities, widely dispersed regional centres and limited access to recycling infrastructure, together with transport costs.

Should funding not be received for this project, it may take five or more years to redevelop the waste site to allow for increased sorting of waste streams, and meet the community and State's goal for recycling.

The project is identified as a major Capital Works, and will not proceed without financial acceleration, therefore would have a Regional flow on affect in meeting the State's Waste Management and Resource Recovery Strategy goal.

20 Criterion three: Project delivery and risk management

Confirm the site location and include characteristics such as zoning, site area/dimensions and surrounding land use. Is this compatible with your proposed use?:

Roma Refuse Site – 269 Short Street Roma

Lot 241 on WAL 53170 and Lot 242 WV 1872

This site has been used for the past thirty years as a waste facility, and has a life span of another thirty (30) years.

The location of the site is zoned as 'community facilities' under the Maranoa Planning Scheme. This zoning is compatible with the proposal.

The site is nestled within rural landholdings – nearest dwelling (directly east) is approximately 1 kilometre from site.

Confirm the ownership status of the site e.g. owned by applicant or leased; or site identified but not yet secured.:

Council own one parcel of land and manage the other on behalf of the State – Community Use

If a site has not been selected and/or secured, provide detail about the due diligence and site acquisition strategy and timeframes for this process. :

Not applicable

Confirm the current status of necessary planning approvals from the relevant local government for use of the site and for the construction and operation of the project:

This site has been operating as a waste facility site for the past thirty years.

No planning approval required

Under Planning legislation it is known as "Existing lawful use".

Do you have planning approval for the proposed use on this site? If there is an existing approval, describe the key characteristics/conditions of the approval. Is a new or amended approval required? :

The site is deemed and "Existing lawful use" under the new Planning Scheme.

Where relevant planning approvals have not been obtained, the applicant must demonstrate a clear understanding of the requirements and a plan to obtain the necessary approvals:

Not applicable

Is an environmental authority (EA) from the Department of Environment and Science needed for the project? :

An EA from the Department of Environment and Science is needed for the project.

Is there an existing EA in place and does it need to be amended? :

There is an existing EA

Permit Number EPPR0040713

60-(1a) Waste disposal <50 000t/yr (1)(a)

60-(2d) Waste disposal >10 000 but <20 000t/yr (1)(b)

The EA does not need to be amended for this project.

What activities are/will be authorised and what are the key conditions in place?:

Noise Level

Commercial Place Measure as the Adjusted Maximum Sound Pressure Level L_{Amax} adj, T
7am – 10pm – Back ground noise level plus 10dB(A)

The holder of this environmental authority must monitor and keep records of the following:

- (a) the date, quantity and type of waste removed; and
- (b) name of the waste transporter and/or disposal operator that remove the waste; and
- (c) the intended treatment/disposal destination of the waste

Complaint Recording

All complaints received by the holder of this environmental authority relating to releases of contaminants from operations at the licensed place must be recorded and kept.

Where relevant environmental approvals have not been obtained, the applicant must demonstrate a clear understanding of the requirements and a plan to obtain the necessary approvals:

Not applicable

Provide details of your experience and capability to deliver the project or experience in delivering similar projects:

Council currently receives approximately 29 000 tonnes of waste at its Roma landfill site. Of this amount the following streams and amount of waste are being recycled through various methods and under formal agreements

1. Concrete/bricks 3718.08 tonne crushed and resource reused within site or on suitable Council projects.
2. Clean soil/fill 6587 tonne resource used within site – cover and road maintenance
3. Batteries – 31.35 tonne under agreement recycled
4. Scrap steel – 1576 tonne under agreement recycled

Total Recycle 11912.35 tonne

Council and its staff are very experienced in managing and delivering large scale development projects. In the past five years, Council delivered the following projects very successfully:

Roma Levee Bank (\$16 million)

Roma Saleyards Truckwash (\$3.006 million)

Roma Sewerage Augmentation (\$4.98 million)

Confirm what resources are in place to successfully manage the project to construction and operation stage. For example provide details of your access to technical expertise and/or qualified consultants:

These successful outcomes demonstrate experience in dealing with funding partners and managing all aspects of each project from developing scope of works, proceeding through to the procurement processes for each task (if required) within the overall project, sourcing qualified staff or contractors, implementing sound financial recording that provides extensive acquittal reporting for all partners of the projects inclusive of its community.

Asset Management Advocates (Strategic Asset Management/Planning/Directors) will head a team of designers, contract administrators, project costing officers, engineering support, other technical experts and communications officer to project manage. The Project Management Officer and the Contract Management Officer will be responsible for the day-to-day delivery of projects and contract management, until the project is completed, wherein it will return to the Asset Management team.

This whole-of-life approach to a project will ensure areas of technical expertise, budgeting, procurement under Council's relevant policies and delivery are considered and accounted for early on in every project, and delivered on time and within budget.

Project planning and timing:

1. Develop design - complete by end of January 2020
2. Media Plan for duration of job – Communications officer
 - a) develop on site maps for handing out to clients for safety purposes - end of January 2020
 - b) on site meeting to discuss any major issues – keep public safe and away from intended works, on site personnel to direct public and communicate process with project operational work team - end January or early February 2020
3. Scope of works - mid March 2020
4. Call for tenders and or quotes for specific areas of the project - end March 2020
5. Prepare area and undertake earth works - 1 May 2020
 - a) clearing and level of site as per design - complete by 8 May 2020
 - b) preparation for concrete slab – insert form work - commence 14 May 2020
 - c) insert reinforce material and spacers if required - 15-16 May 2020
 - d) concrete delivery and screeding/finish surface - 18-19 May 2020
 - e) commence building - commence 22 May 2020
7. Compact traffic area - commence 16 May 2020
8. Insert appropriate signs - 10-15 June 2020
9. Open for business - July 2020

Funding milestone one:

1st Report

End of January or by 4 February 2020 (local government in 'Care taker mode' after this date - no decision can be made on projects over \$200,000.00)

10% \$359,500.00

Execute of agreement between Resource Recovery Industry Development Program - Stream One and Council

Funding milestone two:

2nd Report

Mid March 2020 - 40% of the project progress \$161,775.00

Design completed

Media plan completed

Brochures and maps completed and ready for distribution

Complete scope of works

Implement Council's procurement process - call for tenders and or quotes for specific segments of the project.

Distribution of information to the public - safety when using site, update on design and operations

Funding milestone three:

3rd Report

31 May 2020 80% of the project completed

Prepare area and undertake earth works

Clear and level site as per design

preparation for concrete slab

insert form work

concrete delivery and screeding/finish surface as per specifications in design

Roof construction completed

Complete compaction and surface of traffic area

Funding milestone four:

4th Report

30 June 2020

Project completed

Signage completed

Ready for operation beginning of July 2020

Major project risks :

Community consultation has occurred which has resulted in the following community requests:

1. investigate and implement innovative and environmentally friendly responsible waste management strategies and initiatives (Maranoa community plan 2020 – Pathways to our Future)
2. development and implementation of creative initiatives which reduce excess waste generation

This project is the next action – for the implementation of recycling, reducing our environmental footprint.

Initial stages of planning has been done, with project scoping to be completed in-house by Council's technical staff – draft person and Engineers with approval from Councillors. This process will also include extensive costing of the project, broken down into possible stages if financially required.

Provide effective policies and waste education to engage the community in relation to the importance of changing current waste behaviour, to mitigate the financial exposure of all stakeholders to reduce growth in waste generation. This aspect has commenced, and it is evident that the community are ready to recycle waste, as recorded in Council's container for change program – receiving 23% more than projected weekly figure.

Development approvals to be updated to include a requirement for all construction and demolition projects to implement resource recovery as a condition of approval.

Gate fees to reflect resource recovery costs for all mixed loads – waste services full cost recovery.

During Construction phase:

1. Wet weather – complete alternate tasks within project to eliminate time delay
2. Machinery break down – hire replacement plant, so as there is no down time from this aspect.
3. Resourcing of personnel – back fill with appropriate plant/labourers

Due to the unique challenges Regional Queensland face in resource recovery and recycling, such as lower population densities, widely dispersed regional centres, limited access to recycling infrastructure and high transportation cost, it is imperative that State and Federal Government work with local government to ensure resource markets remain viable – waste levy funds are to be invested back into the industry so as new technology and industry develop and reduce this risk.

Continue to monitor for alternate waste technologies that will be suitable for Regional areas

Outline the technology and solutions that the project will use:

The proposed flat floor sorting area has been working well in the Toowoomba City Council and Western Downs Regional Council area for some time. The process allows for a higher percentage of resources to be recovered and re-used, and this is being done at the producer stage as well as at the waste facility site.

Yes

21 Criterion four: Value for money

Please enter the number of construction jobs to be created:

8

Please enter the number of operational jobs to be created:

7

Confirm the project capital investment in \$AUD:

804000.00

What is the percentage of funding requested compared to private sector/non-state government investment? (Funding requested/project capital investment x100):

45

Regional/local economic benefits:

The project will provide other benefits for the Region:

1. Continue employment for seven road construction employees for a period of 4-6 months, Employee external concrete team of 4 for approximately 3-4 months

2. Provide an opportunity for commercial builders in the Region to partner with Council to develop a resource recovery drop off point as well as an all-weather protection cover.

Educate commercial operators in resource recovery, and ownership to change waste recycling and sorting habits reducing amount of waste to landfill site, increasing re-use within that specific industry, and working towards a circular economy.

3. Provide an opportunity for Council to continually improve waste management practices across the Region, educating its community and working towards waste producers being more responsible to reduce waste production – highlighting Waste Hierarchy –

■ Avoid – assess matter that is purchased so as to avoid waste as a product

■ Reduce-reduce the amount of waste that individuals produce, action re-use & recycle

■ Re-Use

■ Recycle

■ Recover

■ Treat – waste to be treated to make a resource

■ Dispose – end of life only if it can-not be turned into a resource.

4. Community should have a better understanding of 'user pays' with the change in waste management practices – Council leading the way for its community.

5. As the drive to reduce waste to landfill obtains momentum, and with legislation introduced to enforce resource recovery, the introduction of more funding (waste levy) for waste initiatives, it is expected that waste innovation will increase extensively, so too will changes in how waste production and end of life is managed – this will be an economic benefit for the community.

Example – Container for Change program in the Maranoa has injected \$325,000.00 back into the community from the return of 2 million containers – this is factual information that

Part D: Checklist

22 Please ensure all boxes are checked and relevant information is attached before submitting your application.

I have read the guidelines carefully and my project addresses the requirements and eligibility criteria.:

Yes

I have read, understand and agree to the Funding Agreement Terms and Conditions relating to this grant.:

Yes

I have completed all questions in this form and addressed all questions and criteria as set out in Part C Assessment Criteria.:

Yes

23 Attachments: Attach the following key documents to support your application

A signed scanned copy of a declaration in the form of Part E from the lead applicant and any consortium organisations:

RRIDP - Business Case - CEO Signature 15112019.pdf was uploaded

Waste Financial Model template:

waste-financial-model-template-v2.xlsx was uploaded

Financial statements:

RRIDP - Chapter 4 - Financial Information.pdf was uploaded

Project team capability profile:

RRIDP - Organisation Structure Nov 2019.html was uploaded

Supply agreement:

RRIDP - Roma Hodgson Wallumbilla Yuelba Jackson - Braca Pty Ltd - Contract for General Waste Collection ~ 10 02 2016.pdf was uploaded

Offtake agreement:

Tender 19020 – Purchase and Removal of Scrap Metal and Batteries (Council Meeting 22 May 2019)(2).DOCX was uploaded

Planning approvals/ correspondence with the relevant authority:

Naturally Sustainable Environment - community plan 2020.pdf was uploaded

Environmental approvals/correspondence with the relevant :

EA Permit update 270818.pdf was uploaded

In the case of a Trust, Deed of Trust:

No file was uploaded

Letters of support (MOU, Terms Sheet) – Partner 1:

No file was uploaded

Letters of support (MOU, Terms Sheet) – Partner 2:

No file was uploaded

Other supporting documents:

Community Plan 2020 Extract - waste.pdf was uploaded

Additional other supporting documents:

Waste Management strategy.pdf was uploaded

Part E: Declaration**24 Uploaded your signed Declaration form****Declaration form:**

RRIDP - Business Case - CEO Signature 15112019.pdf was uploaded



Our ref: DGBN19/1015

9 March 2020

Mrs Kay Crosby
Manager Environment, Health, Waste & Rural Land Services
Maranoa Regional Council
PO Box 42
MITCHELL QLD 4465

Email: waste@maranoa.qld.gov.au

Department of
**State Development,
Manufacturing,
Infrastructure and Planning**

Dear Mrs Crosby

Application for funding under Stream One Round 2 Resource Recovery Industry Development Program (RRIDP) – Detailed Application

I refer to Maranoa Regional Council's detailed application for funding under Stream One Round 2 of the RRIDP.

I am pleased to advise that the Department of State Development, Manufacturing, Infrastructure and Planning (the department) has conditionally approved funding of up to \$359,000 (excl GST) to Maranoa Regional Council for the project, *Roma Ring Road to Resource Recovery*.

Any assistance to be provided by the department to Maranoa Regional Council remains subject to the following:

- Maranoa Regional Council completing and returning the attached *Schedule 3 - Project Plan*
- Maranoa Regional Council and the State entering into a formal funding agreement for the provision of assistance in relation to the project (funding agreement) which sets out the terms and conditions on which the assistance is proposed to be provided
- Maranoa Regional Council complying with the terms of the signed funding agreement and any conditions precedent.

We recommend that you review the draft funding agreement that was provided to you by email on 28 October 2019 to ensure that Maranoa Regional Council can fulfil the requirements of the funding agreement.

To assist the department to prepare the final draft of the funding agreement, you are requested to complete and return the attached *Schedule 3 - Project Plan* to the department within 10 business days of the date of this letter. Once you have provided the completed *Schedule 3 - Project Plan* the department will finalise the draft funding agreement and provide it to you for consideration.

1 William Street
Brisbane QLD 4000
PO Box 15009 City East
Queensland 4002 Australia
Telephone +61 7 3452 7100
www.dsdmip.qld.gov.au
ABN 29 230 178 530

You should be aware that:

- neither this letter nor the conditional funding approval constitutes an offer of funding or creates any contract between the State and Maranoa Regional Council in connection with the assistance or the project
- the provision of any assistance (including as to terms, quantum and timing) remains a matter for the State's absolute discretion and subject to the State's final approvals
- until a formal funding agreement is signed by the State, the State has no obligations to Maranoa Regional Council, including to provide any assistance
- any decisions made, actions or activities undertaken by Maranoa Regional Council in connection with the project remain at Maranoa Regional Council cost and risk.

The department takes this opportunity to remind you that all media and public announcements relating to the RRIDP program are to be managed by the department. Maranoa Regional Council must obtain the department's approval before contacting or responding to any media, and undertaking promotion via social media channels, in connection with its RRIDP application. These requirements, along with Maranoa Regional Council confidentiality obligations, are set out in more detail in section 3 of the RRIDP Stream One Program Guidelines.

If you have any questions about RRIDP processes, please contact Ms Susan King, Senior Project Officer, Resource Recovery Industries at rripd@dsdmip.qld.gov.au or by telephone on (07) 3452 7132.

Yours sincerely



Mark Tierney
**Executive Director, Industry Development
Manufacturing, Industry and Regions**

Attachment: Schedule 3 – Project Plan

Funding Agreement

Resource Recovery Industry Development Program – Stream One (Resource Recovery Grants Fund)

Agreement Details

Item	Agreement Details	
1.	Project	Construction and operation of an easy to use "Ring Road to Resource Recovery" facility which allows residents to drive in and around in a circular forward movement placing waste in the designated waste bays or on the sort pads for reuse and recycle within the council region
2.	Party details	<p>State:</p> <p>Party Name: State of Queensland acting through the Department of State Development, Manufacturing, Infrastructure and Planning</p> <p>ABN: ABN 29 230 178 530</p> <p>Street Address: Level 17, 1 William Street, Brisbane, Queensland, 4000</p> <p>Contact Officer Name & Office: Latiffa Ling Director Commercial Evaluation and Management</p> <p>Contact Officer Postal Address: PO Box 15009, Brisbane, Queensland 4002</p> <p>Contact Officer Telephone: (07) 345 27348</p> <p>Contact Officer Email: RRIDP.Agreement@dsgmip.qld.gov.au</p>
3.		<p>Recipient:</p> <p>Party Name: Maranoa Regional Council</p> <p>ABN/ACN: 99 324 089 164</p> <p>Street Address: 100 Cambridge Street, Mitchell QLD 4465</p> <p>Contact Officer Name & Office: Kay Crosby</p> <p>Contact Officer Postal Address: PO Box 42, Mitchell QLD 4465</p> <p>Contact Officer Telephone: 0428 880 574</p> <p>Contact Officer Email: waste@maranoa.qld.gov.au</p>
4.	Key Dates (Clauses 2 and 3.1)	<p>Commencement Date: The date this Agreement is executed by the last Party to do so</p> <p>Conditions Precedent Date: The date which is two months after the Commencement Date</p> <p>Completion Date: 31 March 2021</p>

		Expiry Date: The date that is 15 months after the Completion Date.
5.	Additional Conditions Precedent (Clause 3.1)	Evidence of offtake arrangements (and continuation of these arrangements) including term sheets between the Recipient and third parties.
6.	Facility (Clause 3.2(a))	Ring Road to Resource Recovery which enables residents to drive in and around in a circular forward movement to place waste in the designated undercover waste bays or sort pads. The Facility will improve the recycling rate of the waste from currently 48% to 64% within the first five years of operation and adds two full time equivalent jobs to operate the Facility.
7.	Funding Contribution (GST Exclusive) (Clause 4)	The State's maximum Funding Contribution is: \$359,000
8.	Initial Payment (Clause 4.1)	\$35,900
9.	Recipient bank account details (Clause 4.1(a) and 4.2(b))	Account Name: Maranoa Regional Council BSB: 084-822 Account Number: 508854461
10.	Project Site (Clause 5.1(d))	269 Short Street, Roma QLD 4455 (Lot 241 on WAL 53170 and Lot 242 on WV 1872)
11.	Insurance (Clause 5.1(f))	Public liability insurance for a minimum amount of \$20,000,000 per event/claim at all times during the Term. Workers' Compensation insurance as required by law at all times during the Term. Construction All Risk insurance covering the Project for not less than the full reinstatement costs. General insurance in respect of all property (in which the Recipient has an insurable interest) for the full reinstatement value, that is used in connection with the Project, including all buildings, fixtures and fittings and contents contained thereon or therein, against all loss and damage caused by or resulting from accident, fire, theft, malicious damage or storms and any other insurable risk which property of a similar nature is commonly insured against. If the Recipient engages any third party to provide professional services for the Project, that third party supplier must have appropriate professional indemnity insurance cover for a minimum of \$10,000,000 (or such other amount agreed by the State, acting reasonably). Any other policies as reasonably required by the State, by notice in writing to the Recipient.
12.1	Reporting Dates (Clause 12)	Instalment Report: In accordance with Schedule 1

		Completion Report: In accordance with Schedule 1 Post Completion Report: 12 months after the Completion Date
13.	Restricted Logo (clause 18.7(b))	Queensland Government crest – to be provided by the State
14.	Special Conditions (Clause 26.16)	Not applicable

Schedule 1 – Milestones

Milestone Number	Milestone Requirements	Milestone Date (if not completed, no Date applies)	Recipient Contribution Amount (GST exclusive)	Maximum Instalment Contribution (GST exclusive)
1.	a) Execution of this Agreement by both parties; b) satisfaction of all Conditions Precedent by the Conditions Precedent Date; and c) provision of a valid Tax Invoice for the Initial Payment.	30 June 2020		\$35,900
2.	Provision of a completed Instalment Report demonstrating completion of: a) detail design; b) procurement process including tendering and engagement of successful tenderer; and c) distribution of brochures and maps about the Facility to the public.	30 September 2020	\$179,500	\$143,600
3.	Provision of a completed Instalment Report demonstrating achievement of: a) construction of the resource recover area including: (i) the roof; (ii) six concrete unloading bays; (iii) the reinforced concrete push pit; and (iv) designated waste collection bays (for different types of waste, e.g. green waste, battery, cardboard, steel, white goods, etc) and sorting pads; and b) construction of the ring road and access road.	31 January 2021	\$187,650	\$125,650

4.	Provision of a completed Completion Report demonstrating achievement of the following: a) obtaining building certificate of classification; b) erection of signage; and c) commencement of operation of the Facility including hiring two full time equivalent jobs.	31 March 2021	\$53,850	\$53,850
Funding Contribution				\$359,000

Schedule 2 – Information and Material for Payment Claims

- 1 For the first Payment Claim, if the State has made an Initial Payment to the Recipient, the Recipient must provide the State:
 - (a) evidence of the expenditure of the Initial Payment towards the achievement of the Milestone Requirements; and
 - (b) a description of the Milestone Requirements and the Milestone Number to which the Recipient has applied the Initial Payment.
- 2 The Recipient must provide a valid Tax Invoice for the relevant Instalment Contribution as set out in Schedule 1.
- 3 For each Payment Claim, other than the first Payment Claim, the Recipient must provide a statement signed by an authorised representative of the Recipient setting out:
 - (a) a description of the relevant Milestones that have been completed;
 - (b) the relevant Milestone number;
 - (c) details of the satisfaction of the relevant Milestone Requirements;
 - (d) each item of expenditure by the Recipient on the Milestone;
 - (e) the total expenditure by the Recipient on the Milestone Requirements relevant to the Instalment Contribution including confirmation of the source of funding for that expenditure (which must not include expenditure of the Initial Payment);
 - (f) the total expenditure amount which has been expended on Eligible Expenses, broken down for each Instalment Contribution, and each Milestone (including expenditure of the Initial Payment); and
 - (g) the Recipient's calculation of the Instalment Contribution in accordance with Schedule 1.
- 4 The Recipient must provide supporting evidence of expenditure incurred and paid on the relevant Project for the relevant Instalment Contribution (including evidence of payment of the Recipient Contribution Amount for the relevant Milestone), satisfactory to the State including books of account, invoices, copies of receipts for payments, Tax Invoices, remittance advices, original bank statements of the Recipient showing payment of the Tax Invoices or other documents.
- 5 Any other information and material required by Schedule 1 or to demonstrate satisfaction of the relevant Milestone Requirements.

Schedule 3 - Project Plan

The Project Plan must set out how the Recipient proposes to complete the Project including:

- (a) the objectives and outcomes of the Project;
- (b) how those objectives and outcomes are proposed to be achieved;
- (c) the sequencing of the Project activities required to achieve those objectives and outcomes; and
- (d) the timing for achievement of those objectives and outcomes.

The following template is provided.

Stage 1	Project Commencement Date <insert date> Stage completion date: <insert date> e.g. 6 months (less one day) from the Project Commencement Date
Stage 1 Project cost	<insert total cost for this stage of the project>
Funding source	<insert description of how this stage will be financed, including expected date of external or collaborative funding to be received>
Description of project activities	<ul style="list-style-type: none"> • <insert activity> • <insert activity> • <insert activity>
Expected outcomes	<ul style="list-style-type: none"> • <insert outcome> • <insert outcome> • <insert outcome>
Stage 2	Stage commencement date: <insert date> e.g. 6 months from the Project Commencement Date Completion date: <insert date> e.g. 12 months (less one day) from the Project Commencement Date
Stage 2 Project cost	<insert total cost for this stage of the project>
Funding source	<insert description of how this stage will be financed, including expected date of external or collaborative funding to be received>
Description of project activities	<ul style="list-style-type: none"> • <insert activity> • <insert activity> • <insert activity>
Expected outcomes	<ul style="list-style-type: none"> • <insert outcome> • <insert outcome> • <insert outcome>
Stage 3	Stage commencement date: <insert date> e.g. 12 months from the Project Commencement Date Stage completion date: <insert date> e.g. 18 months (less one day) from the Project Commencement Date
Stage 3 Project cost	<insert total cost for this stage of the project>
Funding Source	<insert description of how this stage will be financed, including expected date of external or collaborative funding to be received>
Description of project activities	<ul style="list-style-type: none"> • <insert activity> • <insert activity> • <insert activity>
Expected outcomes	<ul style="list-style-type: none"> • <insert outcome> • <insert outcome> • <insert outcome>

Stage 4	Stage commencement date: <insert date> e.g. 18 months from the Project Commencement Date Stage completion date: <insert date> e.g. 24 months (less one day) from the Project Commencement Date
Stage 4 Project cost	<insert total cost for this stage of the project>
Funding source	<insert description of how this stage will be financed, including expected date of external or collaborative funding to be received>
Description of project activities	<ul style="list-style-type: none"> • <insert activity> • <insert activity> • <insert activity>
Expected outcomes	<ul style="list-style-type: none"> • <insert outcome> • <insert outcome> • <insert outcome>

Execution

By signing below, the Parties are entering into the Agreement that consists of the Agreement Details, the above Schedules and the attached terms.

Signed as an agreement on

2019

Signed for and on behalf of the **State of Queensland through the Department of State Development, Manufacturing, Infrastructure and Planning ABN 29 230 178 530** by a duly authorised person:

Full name of Authorised Person

Signature of Authorised Person

Signed for and on behalf of **Maranoa Regional Council ABN 99 324 089 164** by a duly authorised person:

Full name of Authorised Person

Signature of Authorised Person

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Background

- A. The State has established the Resource Recovery Industry Development Program (**Program**), including the Stream One: Resource Recovery Grants Fund (Round Two) (**Stream One Program**), to assist entities in the Queensland resource recovery and recycling industry to progress the development of projects which will divert waste from landfill, reduce stockpiling and encourage activities which facilitate waste avoidance and increase recycling activities, attract investment in new infrastructure and deliver long-term benefits to Queensland.
- B. The Stream One Program is a capital grants stream with dollar-for-dollar grants available to Recipients to support infrastructure projects that align with the Program and its objectives.
- C. The Application has been assessed as giving certain benefits to the State and in reliance on the information submitted by the Recipient, the State has agreed to enter into this Agreement and provide the Funding Contribution conditional on those benefits being realised.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this document, terms defined in the Agreement Details have the meaning given in the Agreement Details and:

Agreement means this document, including the Agreement Details and the Schedules.

Approval means any permit, consent, authorisation, permission, licence, approval, authority, certificate, registration or exemption by, or with, any Authority and including any condition or requirement imposed under any of the foregoing.

Approved Project Plan means a project plan developed in accordance with clause 5.2 and approved by the State under clause 5.2(e), including as such plan is updated and approved by the State from time to time in accordance with clause 5.2.

Assets means any item of tangible property purchased, created or otherwise brought into existence either wholly or partly with use of the Funding Contribution.

Authority means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Application means the application submitted by the Recipient to the State under the Stream One Program and includes an expression of interest application, a detailed application and any other supporting or additional information in whatever form provided by the Recipient in connection with its expression of interest application or detailed application.

Breach Event means an event described in clause 21.2.

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

Change in Control means any event or circumstance, or combination of events or circumstances where:

- (a) a person who did have Control prior to the event or circumstance, or combination of events or circumstances, no longer has Control; or
- (b) a person who did not have Control prior to the event or circumstance, or combination of events or circumstances, subsequently has Control.

Completion Report means the completion report in the template form required by the State, including as such report template may be updated by the State from time to time.

Confidential Information means all information, including trade secrets and knowledge that:

- (a) is by its nature confidential;
- (b) is designated or marked as confidential; or
- (c) the recipient of the information knows or ought to know is confidential,

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation; or
- (e) is independently developed by a Party without knowledge of or access to the information.

Contact Officer means the contact person for each Party specified in items 2 and 3 of the Agreement Details.

Control means an ability to control, and includes control that can be exercised as a result of, by means of, or by the revocation or breach of a trust, an agreement, a practice or any combination thereof, whether or not the arrangement is enforceable and regardless of whether the ability to control is express or implied, formal or informal or exercisable alone or jointly with someone else and for a corporation, includes without limitation having:

- (a) more than 19.9% of the votes eligible to be cast in the election of directors or any similar matter;
- (b) the right to appoint or remove directors (or members of a governing body having functions similar to a board of directors) or any similar matter representing more than 19.9% of the votes exercisable by all the directors (or persons having similar functions);
- (c) an interest of more than 49.9% in any category of the profits, distributions or net liquidation proceeds of that corporation; or
- (d) control within the meaning of section 50AA of the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Demand means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand for any cost, loss, injury, damage or expense of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, direct or consequential, whether at law, in equity, under statute or otherwise.

Department means the Department of State Development, Manufacturing, Infrastructure and Planning ABN 29 230 178 530.

Depreciation means depreciation calculated for income tax purposes under, and in accordance with, the *Income Tax Assessment Act 1997* (Cth).

Dispose means to sell, licence, lease or sublease, or to otherwise transfer or give up ownership, or enter into an agreement to do any of the preceding acts and **Disposal** means the method of so disposing.

Dispute means any dispute, controversy, difference or Demand between the Parties as to:

- (a) the construction of this Agreement;
- (b) the rights or obligations of a Party under this Agreement; or
- (c) any other matter arising out of or relating to this Agreement including any question regarding the existence, validity or termination of this Agreement.

Eligible Expenses means capital expenses directly related to the Project incurred and paid by the Recipient during the Term in relation to:

- (a) construction and commissioning of the Facility;
- (b) upgrades or expansion of the Facility;
- (c) large-scale technologies;
- (d) purchase and installation of plant and equipment;

but excluding:

- (e) those costs specifically excluded under the heading titled "2.4.3 Project Costs" on pages 7 and 8 of the Program Guidelines;
- (f) in-kind contributions; and
- (g) any other costs deemed ineligible by the State.

Force Majeure Event means any event beyond the reasonable control of the Party affected, which could not reasonably have been foreseen by the Parties prior to entry into this Agreement, which occurs without fault or negligence of the affected Party, affecting the Project at the Project Site and is one of the following:

- (a) a physical natural disaster;
- (b) war, riot, insurrection, vandalism or sabotage;
- (c) strike, lockout, ban, limitation of work or other industrial disturbance; or
- (d) law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application,

provided in no circumstances will it include:

- (e) any event caused or contributed to by, or within the control of, the Representatives of a Party;
- (f) an event only directly impacting the Representatives of a Party;
- (g) lack of or timing of availability of funding or money;
- (h) any situation of short supply (to the extent it is not directly caused by an event in (a) to (d) above); or
- (i) loss or damage or any unavailability of any plant, equipment or materials of the Recipient or its Representatives (to the extent it is not directly caused by an event in (a) to (d) above).

Funding Contribution means the maximum amount which may become payable by the State to the Recipient under this Agreement, as set out in item 7 of the Agreement Details (including any Initial Payment and Instalment Contributions).

Good Industry Practice means the degree of skill, care, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking as the Project and includes ensuring the Project is conducted (including all plant, equipment and works are designed, supplied, installed, constructed and used):

- (a) in a sound and workmanlike manner, with due care and skill and applying nationally accepted industry practices in the industry to which the Recipient belongs;
- (b) with due expedition and without unnecessary or unreasonable delays;
- (c) in a manner which enables the Project to be performed efficiently and safely and facilitates best industry practice and the efficient operation of the Project;
- (d) using new materials of merchantable quality which are to the best of the Recipient's knowledge fit for their intended purpose;
- (e) in accordance with all applicable laws, guidelines and regulations (including, all planning laws, any Australian Standards applicable to the Project) and the Building Code of Australia; and
- (f) using the accounting standards under the Corporations Act, and if not inconsistent with those standards, accounting principles and practices generally accepted in Australia.

Group Entity means any related body corporate or associate of the Recipient as those terms are defined in the Corporations Act.

GST has the meaning given in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Initial Payment means 10% of the Funding Contribution, as specified in item 8 of the Agreement Details and which forms part of the Funding Contribution;

Insolvency Event means any of the following events:

- (a) the Recipient makes a statement, or conducts itself in a manner, from which it may reasonably be deduced that the Recipient is insolvent;
- (b) the Recipient stops or suspends payment of all or a class of its debts, or threatens to stop or suspend payment of all or a class of its debts;
- (c) a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the Corporations Act)), trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the Recipient;
- (d) the Recipient is unable to pay its debts when they fall due or is unable to pay its debts within the meaning of the Corporations Act, or is presumed to be insolvent under the Corporations Act;
- (e) the Recipient ceases to carry on its business or a material part of it, or threatens to do either of those things except to reconstruct or amalgamate while solvent, on terms approved by the State in writing;
- (f) the Recipient suffers a material adverse change in its financial position, which in the reasonable opinion of the State, affects the Recipient's ability to fulfil its obligations under this Agreement;
- (g) an application or order is made for the liquidation of the Recipient or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the Recipient, otherwise than for the purpose of an amalgamation or reconstruction; or

- (h) an event analogous or similar to the events listed above in this definition occurs to the Recipient.

Instalment Contribution means an instalment of the Funding Contribution, as described in clause 4.2(a).

Instalment Report means the instalment report in the template form required by the State, including as such report template may be updated by the State from time to time.

Intellectual Property Rights includes all present and future rights in relation to copyright, trademarks, designs, patents, trade, business or company names, trade secrets, confidential or other proprietary rights, or any rights to registration of such rights whether created before or after the date of this Agreement, and whether existing in Australia or otherwise.

Maximum Instalment Contribution means, for an Instalment Contribution, the amount specified in the "Maximum Instalment Contribution" column at Schedule 1 in relation to the Milestone, which relates to reimbursement of Eligible Expenses, subject to and in accordance with this Agreement.

Milestones mean the Milestones set out in Schedule 1.

Milestone Date means the date for completion of each Milestone (if any), as stated in Schedule 1.

Milestone Requirements means the requirements specified in the "Milestone Requirements" column in Schedule 1 in relation to each respective Milestone.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined under the *Copyright Act 1968* (Cth), and any similar rights existing under foreign laws.

Party means a party to this Agreement and **Parties** means every Party.

Payment Claim means a claim for payment comprising the information and material set out in Schedule 2.

Post Completion Report means the post completion report in the template form required by the State, including as such report template may be updated by the State from time to time.

Program Guidelines means the program guidelines prepared and released by the State, known as the "Resource Recovery Industry Development Program – Stream One: Resource Recovery Grants Fund – Round Two Guidelines, August 2019", as amended from time to time.

Project means the Recipient's resource recovery project described in item 1 of the Agreement Details, which includes the conduct of the activities necessary to achieve completion of the Milestones.

Project Plan means a project plan to be developed in accordance with clause 5.2(b), in the form set out in Schedule 3 and containing such information as required by the State, including any updates to the plan from time to time in accordance with clause 5.2.

Recipient Contribution Amount means the amount specified in the "Recipient Contribution Amount" column in Schedule 1 in respect of an Instalment Contribution.

Reports means the Instalment Report (or reports), the Completion Report and the Post Completion Report.

Representative means an employee, agent, officer, director, contractor, subcontractor or any other authorised representative of a Party.

Schedule means any schedule or annexure to this Agreement.

State means the State of Queensland acting through the Department.

State Government includes the State, any of its departments or divisions, Ministers and ministerial advisors, government-owned corporations, any agent or representative of the State, or a corporation or body constituted for a public purpose of the State.

Tax Invoice has the meaning given to that term in the GST Law.

Term has the meaning specified in clause 2.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and
- (b) unless the context indicates a contrary intention:
 - (i) if more than one person is identified as the Recipient, then that expression refers to them, and the obligations of the Recipient under this Agreement bind them, jointly and severally;
 - (ii) person includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (where incorporated), a partnership and a trust;
 - (iii) a reference to a Party includes that Party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
 - (iv) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
 - (v) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
 - (vi) a reference to a Party, clause, schedule, attachment or annexure is a reference to a Party, clause, schedule, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, attachments and annexures to it;
 - (vii) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
 - (viii) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - (ix) includes in any form is not a word of limitation;
 - (x) a reference to a website by address or location is a reference to a website replacing that address or location;
 - (xi) a reference to \$ or dollar is to Australian currency; and
 - (xii) no rule of construction will apply to a provision of this Agreement to the disadvantage of a Party merely because that Party drafted the provision or would otherwise benefit from it.

2. Term

This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier in accordance with clause 21 or otherwise at law.

3. Conditions on Funding Contribution

3.1 Conditions Precedent

As conditions precedent to the Recipient's entitlements under this Agreement (including the Initial Payment), the Recipient must provide all of the following to the State before the Conditions Precedent Date:

- (a) evidence (certified by the Recipient's chief executive officer) that the Recipient has sufficient property rights, including:
 - (i) Intellectual Property Rights; and
 - (ii) agreements to acquire, lease or otherwise obtain rights to use any property, including the Project Site,
 as is necessary to implement and carry out the Project;
- (b) satisfactory evidence demonstrating the proposed sources of funding for the Project (consistent with the requirements of the Program Guidelines) and that the Recipient has on terms and conditions satisfactory to the State (acting reasonably):
 - (i) both:
 - A. received finance approval sufficient for construction of the Project; and
 - B. has satisfied the conditions precedent to the drawdown under its financing arrangements; or
 - (ii) otherwise has sufficient finance or other funding necessary to implement and carry out the Project;
- (c) a copy of:
 - (i) all Approvals required for the Project, including development approvals, operational works permits and environmental authorities; and
 - (ii) environmental reports or studies of the Project Site required or obtained for the purposes of the Project;
- (d) an Approved Project Plan; and
- (e) evidence, to the satisfaction of the State, that any Additional Conditions Precedent have been satisfied,

(collectively, the **Conditions Precedent**).

3.2 Other conditions

- (a) The Recipient acknowledges that provision of all or any part of the Funding Contribution under this Agreement is further subject to:
 - (i) the Recipient achieving the Milestone Requirements in accordance with this Agreement; and
 - (ii) the Recipient completing the Project and operating the Facility; and

- (iii) the Recipient's adherence to the Approved Project Plan.
- (b) For the avoidance of doubt, the State has no obligation to pay any part of the Funding Contribution under this Agreement:
 - (i) if the Recipient fails to achieve any of the Conditions Precedent;
 - (ii) if the Recipient fails to meet any of the Milestone Requirements set out under Schedule 1 relevant to each Instalment Contribution;
 - (iii) for so long as there is any Breach Event occurring; or
 - (iv) if the State is not satisfied with the Recipient's compliance with the conditions in clauses 3.1, 3.2 and 3.3.

3.3 Request for further information

- (a) The State may request any further information from the Recipient for the purpose of assisting the State in satisfying itself of the Recipient's performance of its obligations under this Agreement, including:
 - (i) with respect to matters referred to in clauses 3.1, 3.2 and 4.3 (including to verify the Eligible Expenses or any Payment Claim);
 - (ii) information to demonstrate the progress, or completion of the Project or a Milestone; or
 - (iii) that any part of the Funding Contribution claimed previously has been used in accordance with this Agreement.
- (b) The Recipient must comply with the State's request promptly and within 10 Business Days (or such longer period agreed by the State, acting reasonably given the nature of the request) after the request for further information is made by the State.
- (c) If a Milestone Requirement relates to the provision of a Report:
 - (i) the State may, by notice to the Recipient, require the Recipient to provide such further information as the State considers necessary or appropriate, including for the purposes of verifying anything in a Report, within a reasonable timeframe to be specified in the notice; and
 - (ii) if a notice is given under clause 3.3(c)(i), the Recipient must provide the further information within the timeframe specified in the notice.

3.4 Waiver

The conditions provided in this clause 3 are for the benefit of the State. The State may at any time waive those conditions by written notice to the Recipient.

3.5 Non-satisfaction and termination

The State may terminate this Agreement if the Recipient fails either to meet the Conditions Precedent by the Condition Precedent Date or fails to provide further information requested by the State in connection with the Conditions Precedent, including failing to meet the timeframes required by clause 3.1 or clause 3.3 (as the case may be). The termination becomes effective at 5.00 pm on the date specified by the State in the notice of termination, being a date after which it has been served on the Recipient.

4. Funding Contribution

4.1 Initial Payment

- (a) The State will pay the Recipient the Initial Payment within 30 days of the satisfaction of all of the Milestone Requirements for Milestone 1, by way of bank transfer to the bank account as specified in item 9 of the Agreement Details.
- (b) The Recipient must only expend the Initial Payment towards the achievement of the Milestone Requirements (other than for Milestone 1).
- (c) If at the end of the Term, the Recipient has failed, in the State's reasonable opinion, to comply with clause 4.1(b), the State may, at any time, require the Recipient to repay the Initial Payment provided to the Recipient under this Agreement. The Recipient agrees that such sum will be a debt due and recoverable by the State.

4.2 Provision of Instalment Contributions

- (a) Subject to the terms of this Agreement and other than for the Initial Payment, the State will pay to the Recipient in relation to each Milestone an amount up to the lesser of:
 - (i) the Maximum Instalment Contribution for the Milestone; and
 - (ii) 50% of the Eligible Expenses expended by the Recipient for the Milestone,
 (an **Instalment Contribution**).
- (b) Other than the Initial Payment and subject to clauses 4.3, 4.4 and 4.6, the State will pay the relevant Instalment Contribution to the Recipient within 30 days of receipt of a Payment Claim by way of a bank transfer to the Recipient's bank account as specified in item 9 of the Agreement Details, less any amounts the State elects to set off, withhold or deduct in accordance with its rights under clause 26.7, if:
 - (i) the Recipient has demonstrated continual compliance with the Conditions Precedent (and, where relevant, ongoing compliance) to the State's satisfaction;
 - (ii) the Payment Claim is valid, is made only for the reimbursement of Eligible Expenses, is in the correct form and supported by the relevant Report and the information required under Schedule 2 and payable by the State under this Agreement;
 - (iii) the Recipient has complied with its obligations under this Agreement;
 - (iv) no Breach Event has occurred and is continuing at the time of the Payment Claim; and
 - (v) the State is satisfied as to the continuing accuracy of all warranties and representations made under this Agreement by the Recipient at the time of the Payment Claim.
- (c) The Recipient acknowledges that:
 - (i) the Recipient is responsible for payment of all costs and expenses associated with the Project;

- (ii) the Funding Contribution is the total maximum amount of the State's commitment; and
 - (iii) there is no obligation on the State to provide any additional or future financial assistance in respect of the Project.
- (d) The Project, Approved Project Plan and the Milestones may only be varied with the prior written approval of the State, to which approval may be given subject to conditions, including a variation to the amount of the Funding Contribution.

4.3 Payment Claims

- (a) The Recipient must make a Payment Claim to the State to be eligible for payment of the Initial Payment and for payment of an Instalment Contribution.
- (b) It is a condition precedent to the Recipient's entitlement to submit a Payment Claim under this Agreement, and the State's liability to pay in respect of any Payment Claim (including to pay any Instalment Contribution), that the Recipient has completed all Milestone Requirements required to be completed in Schedule 1 for which the relevant Payment Claim has been made, and has addressed all requests for information made by the State (if any) under clause 3.3 to the State's satisfaction.
- (c) Despite anything elsewhere in this Agreement, if the State considers that any part of the Initial Payment and/or a previous Instalment Contribution has not been fully expended by the Recipient on Eligible Expenses, the State may, at its discretion, reduce the amount of any one or more future Instalment Contributions by a corresponding amount.

4.4 Use of Funding Contribution

Without limiting clause 5, the Recipient must use the Funding Contribution:

- (a) only for the purposes of the Project;
- (b) only for reimbursement of Eligible Expenses;
- (c) in accordance with the Project Plan; and
- (d) in accordance with the Program Guidelines and this Agreement.

4.5 Payment constitutes no admission

Any payment to the Recipient by the State:

- (a) will not constitute an admission or acceptance by the State that the Recipient has complied with its obligations under this Agreement;
- (b) of the Initial Payment or an Instalment Contribution is made on account only; and
- (c) will not release the Recipient from its obligations under this Agreement, and the State reserves its rights in this regard.

4.6 No payment

The Recipient:

- (a) must not make a Payment Claim unless it is entitled to under this Agreement; and

- (b) must not make a Payment Claim that will, in aggregate with previous properly made Payment Claims, exceed its entitlement to the Funding Contribution under this Agreement, or at any time which would exceed the maximum amount then potentially payable under this Agreement (having regard to the Milestone Requirements, Milestone Dates, Initial Payment and Instalment Contributions).

5. Recipient's obligations

5.1 Project

The Recipient must:

- (a) have and maintain an active Australian Business Number (ABN) or Australian Registered Business Number (ARBN) for the Term;
- (b) be registered for GST (if required) or have a valid exemption for the Term;
- (c) comply with:
 - (i) the terms and conditions of this Agreement;
 - (ii) any applicable laws and regulations, including obtaining and maintaining any Approval required for the Recipient to carry out the Project; and
 - (iii) the standards of professional care and diligence of the industry to which the Recipient belongs, including relevant ethical standards, Approvals or codes relevant to carrying out the Project (if any); and
 - (iv) the State's reasonable requests, directions and requirements, to the State's satisfaction;
- (d) conduct the Project at the Project Site for the Term and fulfil its obligations under this Agreement in accordance with Good Industry Practice;
- (e) have and maintain financial and technical capacity to deliver the Project;
- (f) effect and maintain the insurances specified in item 11 of the Agreement Details covering the Recipient and all contractors, subcontractors, employees, licensees and invitees of the Recipient in respect of the Project and produce evidence that such insurances have been effected and maintained to the State within 20 Business Days after the Commencement Date and upon request by the State;
- (g) commence the Project within 1 calendar month of the Commencement Date;
- (h) exercise due care and skill in carrying out the Project;
- (i) complete each Milestone in accordance with the Milestone Requirements by the relevant Milestone Date;
- (j) submit to the State the Reports identified in clause 12 at the times required by the Agreement;
- (k) other than for the Initial Payment, only claim for the reimbursement of Eligible Expenses; and
- (l) only use the Funding Contribution for the purpose of obtaining or achieving the completion of the Project including the Milestones in accordance with this Agreement and for no other purpose; and
- (m) not do anything or become involved in any situation which, in the reasonable opinion of the State, reflects unfavourably upon the State.

5.2 Project Plan

- (a) Within 15 Business Days of the Commencement Date the Recipient must prepare and submit to the State a Project Plan for the Project that satisfies (in the State's reasonable opinion) the requirements of clause 5.2(b).
- (b) The Project Plan must set out how the Recipient proposes to complete the Project based on the requirements in Schedule 3, including:
 - (i) the objectives and outcomes of the Project;
 - (ii) how those objectives and outcomes are proposed to be achieved;
 - (iii) the sequencing of the Project activities required to achieve those objectives and outcomes; and
 - (iv) the timing for achievement of those objectives and outcomes.
- (c) If the State is not satisfied with any aspect of the Project Plan submitted by the Recipient:
 - (i) the State must notify the Recipient that it is not satisfied and request that the Recipient amend and resubmit the Project Plan and any further information required within a reasonable time period notified by the State; and
 - (ii) the Recipient must amend the Project Plan and provide such further information in the Project Plan within the reasonable time period, as notified by the State.
- (d) The State and the Recipient must repeat the process in clause 5.2(c) until the State is satisfied with the Project Plan.
- (e) The State must notify the Recipient in writing if it is satisfied with a Project Plan submitted in accordance with this clause 5.2, at which point the Project Plan is considered approved.
- (f) The State may, at any time, request that the Recipient submit an updated Project Plan for the purposes of monitoring performance of its obligations under this Agreement. This clause is for the State's sole benefit.
- (g) If the Recipient is required to submit an updated Project Plan, the Recipient must amend and resubmit the updated Project Plan that satisfies (in the State's reasonable opinion) the requirements of clause 5.2(b) within the time required by the State and the processes under clauses 5.2(c) - 5.2(e) will apply to the updated Project Plan.
- (h) The Recipient:
 - (i) must conduct the Project in accordance with the Approved Project Plan and with due expedition and without delay;
 - (ii) must demonstrate and provide evidence of the Recipient's progress in achieving the Milestones and the objectives and outcomes set out in the Approved Project Plan (including in accordance with the time periods set out in the Project Plan) and in each Instalment Report it submits to the State in accordance with this Agreement; and
 - (iii) may only submit a Payment Claim if there is an Approved Project Plan;
- (i) If the State forms the reasonable opinion that the Recipient is not carrying out the Project in accordance with the Approved Project Plan, the State may, without

prejudicing any of its other rights and in its absolute discretion do any one or more of the following:

- (i) refuse a Payment Claim; and
- (ii) terminate this Agreement in accordance clause 21.2(a)(iv).
- (j) No acceptance, approval, rejection, comment, receipt, direction or review of any Project Plan (including any updated Project Plan) or Approved Project Plan will be deemed to have altered the Milestone Dates.

5.3 Notification and disclosure to State

- (a) The Recipient must communicate with, report and provide information to the State's Contact Officer as reasonably required by the State.
- (b) The Recipient must promptly notify the State of:
 - (i) any actual or proposed material change to the Project;
 - (ii) any allegation against the Recipient or its Representatives in connection with the Funding Contribution or the Project which raises a reasonable suspicion of misconduct, dishonesty or unlawful or unethical behaviour of a serious nature;
 - (iii) any change to the Recipient's GST registration status;
 - (iv) any actual or proposed Change in Control of the Recipient or other matters that would affect the Recipient's eligibility to receive the Funding Contribution in accordance with the Program Guidelines, and to seek the State's written consent prior to effecting any proposed Change in Control in accordance with clause 25.4;
 - (v) any matters that the Recipient reasonably considers may adversely affect:
 - A. the reputation, character or standing of the Recipient (or any Group Entity), or any director or senior officer of the Recipient, or Group Entity, including matters relating to their acting in breach of their obligations under any law in the conduct of business or in any role as an officer of a company, including (without limitation) their obligations pursuant to the Corporations Act); or
 - B. the Recipient's ability to carry out the Project in accordance with the Approved Project Plan and this Agreement (including to the extent the same is a Force Majeure Event, in connection with the Recipient's financial position and reputation, or reputation and standing of the Recipient's key personnel or otherwise);
 - (vi) any matters that may affect the Recipient's ability to complete the Milestones by the relevant Milestone Date (including to the extent the same is a Force Majeure Event or otherwise);
 - (vii) any matters that the Recipient reasonably considers may affect its ability to otherwise comply with the terms and obligations of this Agreement including the occurrence or likely occurrence of any Breach Event; or
 - (viii) any change to its details in item 2 of the Agreement Details.

5.4 Funding eligibility requirements

- (a) The Recipient warrants that it will maintain ongoing eligibility to receive the Funding Contribution in accordance with the Program Guidelines, including that it will meet the funding eligibility requirements.
- (b) The State may, at any time, under clause 3.3(a) require the Recipient to provide evidence to the State's satisfaction, of compliance with the funding eligibility requirements.

6. Assets

6.1 Ownership

- (a) The Recipient must, during the Term and for a period of 48 months following the Expiry Date:
 - (i) not Dispose of the Assets;
 - (ii) not relocate the Assets outside of Queensland;
 - (iii) not agree to do anything to create or allow the creation of a security interest in the Assets;
 - (iv) not decommission the Assets;
 - (v) use the Assets for the purposes of and in the manner contemplated for the Project;
 - (vi) maintain the Assets in good working order;
 - (vii) maintain all appropriate insurances in respect of the Assets; and
 - (viii) maintain a register of all Assets setting out the date of purchase and the purchase price and Asset description, including serial numbers (if applicable) (**Register**),
 unless otherwise approved by the State in writing.
- (b) Upon request by the State, the Recipient must provide a copy of the Register to the State.
- (c) This clause 6 survives termination or expiration of this Agreement.

6.2 Termination

On termination of this Agreement pursuant to clause 21, the State, in its absolute discretion:

- (a) is entitled to recover from the Recipient the proportion of the value of the Asset following Depreciation calculated as at the date of termination which is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding Contribution;
- (b) is entitled to recover from the Recipient the proportion of the market value of any Asset which is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding Contribution; or
- (c) may have recourse to the Assets and require the Recipient to use, deal with or transfer any Asset as the State lawfully directs in writing.

6.3 Lost or damaged Assets

If any Asset is lost, damaged or destroyed, the Recipient must reinstate the Asset (including using the proceeds of insurance) without using any Funding Contribution and this clause 6 continues to apply to the reinstated Asset.

7. PPSA

- (a) Terms defined in the *Personal Property Securities Act 2009* (Cth) (**PPSA**) have the same meaning in this clause 7.
- (b) The Parties acknowledge that this Agreement may constitute a Security Interest in favour of the State.
- (c) If the State determines that this Agreement (or a transaction in connection with it) is or contains a Security Interest, the Recipient agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the State asks and considers necessary for the purposes of:
 - (i) ensuring that the Security Interest is enforceable, perfected and otherwise effective;
 - (ii) enabling the State to apply for any registration, complete any Financing Statement or give any notification, in connection with the Security Interest; or
 - (iii) enabling the State to exercise rights in connection with the Security Interest.
- (d) The State is not required to give any notice under the PPSA (including notice of a Verification Statement) unless the notice is required by the PPSA to be given (even though the Parties have waived the right to receive notice).
- (e) The Recipient must not:
 - (i) create any Security Interest or lien over any Personal Property that the State has an interest in (other than Security Interests granted in favour of the State);
 - (ii) Dispose of its interest in Personal Property that the State has an interest in;
 - (iii) give possession of the Recipient's Personal Property that the State has an interest or the State's Personal Property to another person except where the State expressly authorises it to do so;
 - (iv) permit any of the State's Personal Property to become an Accession to or Commingled with any asset that is not part of the State's other Personal Property or real property; or
 - (v) change its name without first giving the State 15 Business Days notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.
- (f) Without limiting clause 7(e), the Recipient must immediately notify the State if the Recipient becomes aware that any Personal Property in connection with this Agreement:
 - (i) is or will be located outside of Australia including with details of the present or intended location of the Personal Property; or

- (ii) is or becomes subject to a Security Interest of any third party.
- (g) Everything the Recipient is required to do under this clause 7 is at the Recipient's expense.
- (h) Neither the State nor the Recipient will disclose information of the kind mentioned in section 275(1) of the PPSA and the Recipient will not authorise, and will ensure that no other Party authorises, the disclosure of such information. This clause 7 does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of sections 275(7)(b), (d) and (e) of the PPSA.

8. Representations and warranties

8.1 Recipient's representation and warranties

- (a) The Recipient represents and warrants to the State that:
 - (i) the State (nor any person acting on the State's behalf) has not made any representation or other inducement to the Recipient to enter into this Agreement except for representations or inducements expressly set out in this Agreement;
 - (ii) it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of the State, except for representations or inducements expressly set out in this Agreement;
 - (iii) the information contained in the Agreement Details and any other information provided by the Recipient to the State, whether prior to the Commencement Date (including with respect to the Application) or during the course of this Agreement, is true, accurate and up to date and not misleading in any respect;
 - (iv) if at any time the Recipient becomes aware that representations or information provided to the State pursuant to this Agreement is no longer true and correct, or does contain a material omission, the Recipient will immediately notify the State in writing (and where applicable, provide replacement information that is true and correct);
 - (v) the Recipient undertakes the Project entirely at the Recipient's own risk;
 - (vi) the State has not made any representations or warranties in connection with the Project or the Project's outcomes and any representations or warranties that would otherwise be implied are excluded;
 - (vii) in entering into this Agreement it has not relied on or been influenced by any representations or warranties by the State or by any person associated with the State about:
 - A. the subject matter of this Agreement;
 - B. the suitability or otherwise of the Project;
 - C. the Project's feasibility or business prospects;
 - D. the possibility of any further financial assistance or arrangements between the Recipient and the State; or
 - E. any other matter, except as expressly set out in this Agreement;

- (viii) it has a history of effective regulatory compliance with all Authorities and will maintain it in undertaking the Project;
 - (ix) it has taken all necessary action to authorise the execution, delivery and the performance of the Agreement;
 - (x) it has entered into this Agreement and decided to proceed with the Project, on its own accord;
 - (xi) this Agreement constitutes legal, valid and binding obligations, enforceable in accordance with its terms;
 - (xii) it is not subject to an Insolvency Event and its Representatives are not subject to an Insolvency Event; and
 - (xiii) it has made full disclosure to the State of all matters that relate to, or may be expected to adversely affect, the good reputation, character and standing of the Recipient and any Group Entity, any director, senior officer or office holders of the Recipient or any Group Entity which may be involved in the Project, including any matters relating to their acting in breach of their obligations under any law in the conduct of business or in any role as an officer of a company, including (without limitation) their obligations pursuant to the Corporations Act.
- (b) Each representation and warranty in clause 8.1(a) is taken to be repeated on each day of the Term with reference to the then facts and circumstances, as if made on that day.
- (c) The Recipient acknowledges that the State has not authorised any person to make any representation referred to in clause 8.1(a)(vii).

8.2 Trustee warranties

If the Recipient is a trustee of a trust then the Recipient is a Party to this Agreement (both in its own right and as trustee of that trust), the Recipient represents and warrants to the State, and it is a condition of this Agreement, that each of the following statements is true and accurate and will remain true and accurate during the Term:

- (a) the trust is duly constituted and has not terminated, nor has the date or any event occurred for the vesting of the trust fund and assets of that trust;
- (b) it is not aware of any amendments to the trust deed, and will not permit, or give effect to any amendments to the trust deed which would adversely affect the State (including the rights and obligations under this Agreement);
- (c) it is the sole trustee of that trust, it has not given any notice of resignation and no action has been taken to remove it or to appoint an additional trustee of that trust;
- (d) it has full legal capacity and power under the trust deed for that trust to:
 - (i) own the trust fund and assets of that trust and carry on the business of that trust as it is now being conducted; and
 - (ii) enter into this Agreement and to carry out the transactions that this document contemplates, as trustee of that trust;
- (e) all action that is necessary or desirable under the trust deed for that trust or at law to:
 - (i) authorise entry into this Agreement and the carrying out by the Recipient of the transactions that this Agreement contemplates;

- (ii) ensure that this Agreement is legal, valid and binding on the Recipient as trustee of that trust and admissible in evidence against it in that capacity; and
 - (iii) enable that trustee to properly carry on the business of that trust, has been taken;
- (f) it is entering into this Agreement as part of the proper administration of that trust, for the commercial benefit of that trust and for the benefit of the beneficiaries of that trust;
- (g) the Recipient:
 - (i) has the right to be fully indemnified out of the trust fund and assets of that trust in relation to this Agreement, that right has not been modified, released or diminished in any way, and the trust fund and assets of that trust is sufficient to satisfy that right in full; and
 - (ii) has not released or disposed of its equitable lien over the trust fund and assets of that trust;
- (h) the Recipient is not in material breach of any of its obligations as trustee of that trust, whether under the trust deed of that trust or otherwise; and
- (i) the date for the vesting of that trust has not occurred and the whole of the funds constituting the trust fund and assets of that trust has not been vested in a manner that puts them beyond the recourse of the Recipient under its right of indemnity.

9. Funding Contribution management

The Recipient must keep the Funding Contribution with a recognised bank, building society or credit union.

10. Repayment of Funding Contribution

- (a) If, as at the Expiry Date or earlier termination of this Agreement, any part of the Funding Contribution cannot, by reconciliation between the accounts and records maintained by the Recipient, be shown to the reasonable satisfaction of the State to have been expended or committed by the Recipient in accordance with this Agreement, the State may, by written notice to the Recipient, require the Recipient to repay that part of the Funding Contribution.
- (b) If, at any time, the State forms the reasonable opinion or otherwise becomes aware that:
 - (i) any part of the Funding Contribution or the Recipient Contribution Amount has been used, spent or committed by the Recipient other than in accordance with this Agreement; or
 - (ii) the State has made payments of the Funding Contribution, or otherwise, to which the Recipient is not, in whole or part, entitled,
 the State may, by written notice to the Recipient, require the Recipient to repay that part of the Funding Contribution.

- (c) The Recipient must repay to the State the amount set out in a notice given under clauses 10(a) or 10(b) within 20 Business Days after receipt of the notice and that amount will constitute a debt due and immediately owing to the State.

11. Intellectual Property Rights

- (a) Nothing in this Agreement effects a change in ownership of Intellectual Property Rights in material that exists as at the Commencement Date and is supplied by a Party to the other for the purpose of this Agreement.
- (b) Each Party grants, and will ensure that relevant third parties grant, to the other Party a paid up, non-exclusive, irrevocable licence to use and reproduce its existing material for the purpose of administering this Agreement and in the case of the licence granted to the State, for the purpose of the State and the State Government discharging any statutory functions or reporting requirements.
- (c) Title to, and Intellectual Property Rights in, any new material that is created by the Recipient as a result of this Agreement will, upon its creation, vest in the Recipient. The Recipient grants the State a paid up, non-exclusive, irrevocable licence to use and reproduce that new material for the purpose of administering this Agreement and for the purpose of the State and the State Government discharging any statutory functions or reporting requirements.

12. Reporting

- (a) The Recipient must:
 - (i) submit all Reports to the State in the format, and at the times, specified in this Agreement; and
 - (ii) complete each Report to the State's satisfaction.
- (b) If the State is not satisfied with any aspect of a Report, the Recipient must amend the Report to the State's reasonable satisfaction and resubmit the Report to the State within a reasonable time.
- (c) Upon written request, the Recipient must, at the Recipient's cost, provide the State with:
 - (i) financial statements that the Recipient is required to lodge under its incorporating legislation;
 - (ii) a declaration from the Recipient's chief executive officer stating that the Funding Contribution has been used in the relevant financial year for carrying out the Project in accordance with this Agreement; or
 - (iii) an audited financial statement for each financial year, and a statement by the auditor that the audited financial statement is true and correct and whether in his/her opinion there are any receipts, outgoings and expenditures received or incurred by the Recipient that were not received or incurred in carrying out the Project.

13. Records

The Recipient must:

- (a) keep a separate record of the Funding Contribution in the Recipient's ledger, and record all expenditure and income relating directly or indirectly to the Project separate from all other income and expenditure of the Recipient;
- (b) keep proper and adequate records, accounts and supporting documents in accordance with generally accepted accounting principles and as required by law, about:
 - (i) all aspects of the Project, including records about the performance of the Project and whether time frames and performance requirements for the Project are met; and
 - (ii) its affairs generally,
 in secure storage for at least 7 years after the Expiry Date; and
- (c) comply with any additional recordkeeping obligations specified in this Agreement.

14. Audit and access
14.1 Access to Recipient's premises and records

- (a) The Recipient will give, and will ensure that all of its Representatives give, upon reasonable notice and during normal business hours, full and free access and reasonable assistance to the State, its Representatives and nominated auditors to:
 - (i) speak to the persons associated with the Project;
 - (ii) examine, inspect and copy any material, including any books and records, in the possession of the Recipient which is relevant to this Agreement, including providing all necessary facilities for that purpose;
 - (iii) examine and inspect the performance of the Project;
 - (iv) assess the activities of the Project and the Milestone Requirements (including demonstrating to the satisfaction of the State of technical aspects of the Milestone Requirements);
 - (v) verify, substantiate or audit the use of the Funding Contribution, the performance of the Project against the Milestone Requirements, the Recipient having incurred and paid the Eligible Expenses and the Payment Claims made under this Agreement; and
 - (vi) locate and make copies of any of the Recipient's accounts, records, documents and other material that relate directly or indirectly to the receipt, expenditure, or payment of the Funding Contribution or the conduct of the Project.
- (b) The State's right of access under clause 14.1(a) may be exercised for any reasonable purpose relating to this Agreement, including for financial or compliance audits, or reviews of the Recipient's performance of this Agreement.
- (c) When accessing premises and/or records in accordance with clause 14.1(a):
 - (i) the State will use its reasonable endeavours to minimise interference to the Recipient's employees and the conduct of the Project; and

- (ii) the Recipient must ensure:
 - A. the State, or any appointed auditor, has reasonable access to relevant Recipient's Representatives involved in the Project, and that the Recipient's Representatives involved in the Project work cooperatively with the State or any appointed auditor;
 - B. that the State, or any appointed auditor, has reasonable access to relevant information stored on any means, including electronically; and
 - C. that the State, or any appointed auditor, is given reasonable access to any requested areas and places.

14.2 Other information to be provided

The Recipient must promptly provide any information requested in writing by the State, its Representatives or its nominated auditors, including about the Recipient, the Project, the implementation of the Project Plan, to verify the Eligible Expenses or any Payment Claim, that the Funding Contribution claimed previously has been used in accordance with this Agreement or any other matter in connection with this Agreement.

15. Agreement management

- (a) Each Party must nominate a Contact Officer responsible for:
 - (i) receiving communications;
 - (ii) issuing and signing notices; and
 - (iii) responding to requests or directions,
 on behalf of that Party.
- (b) A Party may, from time to time, change the Contact Officer by written notice to the other Party in accordance with clause 24.
- (c) Each Party's Contact Officer shall have full authority to act on behalf of their Party for all purposes in connection with this Agreement, except that each Party's Contact Officer shall not have authority to amend, modify or waive any of the provisions of this Agreement.
- (d) The Recipient takes risk in the acts or omissions of its Representatives and remains vicariously liable for its Representatives.

16. No endorsement

The Recipient acknowledges and accepts that neither the State's:

- (a) entry into this Agreement;
- (b) payment of all or any part of the Funding Contribution; or
- (c) review and approval of any documents provided by the Recipient in the Application or under this Agreement (including the Approved Project Plan),

is endorsement by the State of the Project.

17. Conflict of interest

- (a) The Recipient warrants that, to the best of its knowledge and belief, after making diligent inquiries as at the date of signing this Agreement, its Representatives do not have an interest (whether personal, financial or otherwise) with the State or any of the State's Representatives connected with this Agreement, which conflicts with or which may reasonably be perceived as conflicting with the Recipient's obligations under this Agreement (**Conflict of Interest**).
- (b) The Recipient must not have, and must take all reasonable measures to ensure its Representatives do not have, a Conflict of Interest during the Term.
- (c) If, during the Term, a Conflict of Interest arises, or appears likely to arise, the Recipient will notify the State immediately in writing and to take such steps to resolve or otherwise deal with the conflict to the State's satisfaction.
- (d) If the State is given notice of a Conflict of Interest pursuant to clause 17(c) or if the State otherwise identifies that a Conflict of Interest exists, the State may:
 - (i) direct the Recipient as to how to manage the Conflict of Interest, in which case the Recipient must comply with any reasonable direction so given by the State; or
 - (ii) terminate this Agreement in accordance with clause 21.2(a)(v).
- (e) The Recipient must keep a record of each Conflict of Interest that arises and how it was managed.

18. Confidential Information
18.1 Disclosure by the Recipient

The Recipient must not disclose Confidential Information relating to this Agreement or the subject matter of this Agreement, including the Funding Contribution amount, to any person except:

- (a) to its Representatives, accountants, auditors, insurers, financial advisers or legal advisers (including those of any Group Entity) requiring the information for the purposes directly related to the Project or this Agreement and who accept or owe a duty of confidence in relation to the information;
- (b) with the prior written consent of the State;
- (c) if the Recipient is required to do so by law or by a stock exchange and the State has been notified in writing before the disclosure; or
- (d) if the Recipient is required to do so in connection with legal proceedings relating to this Agreement and the State has been notified in writing before the disclosure.

18.2 Disclosure by the State

- (a) Subject to clause 18.2(b), the State will treat Confidential Information relating to this Agreement as confidential.
- (b) The State reserves the right to:
 - (i) disclose the name of the Recipient, general details of the Agreement and the Project (including the Funding Contribution amount) and the anticipated economic outcomes and benefits to the State, including

without limitation, for the purposes of complying with or meeting applicable standards for accountability of public money;

- (ii) make press or other announcements or releases relating to the existence of this Agreement with the Recipient and / or details of the Project (including the Funding Contribution amount) and the anticipated economic outcomes and benefits to the State, at any time and in the absolute discretion of the State; and
- (iii) disclose Confidential Information arising from or relating to the Project or this Agreement:
 - A. to the State Government or an Authority;
 - B. where such disclosure is permitted or required to be made in accordance with established governmental policies, procedures or protocols or where disclosure is required for public accountability purposes providing that such disclosure is only to the extent permitted or required in the relevant circumstances;
 - C. to the State's Representatives, accountants, auditors, insurers and professional advisers;
 - D. if required to do so by law;
 - E. if required to do so in connection with legal proceedings relating to this Agreement and the Recipient has been notified in writing before the disclosure; or
 - F. with the Recipient's consent.

18.3 No further disclosure

The Recipient must ensure that persons receiving information from it about the terms of this Agreement or any Confidential Information relating to this Agreement do not disclose the information except in the circumstances permitted in clause 18.1.

18.4 Breach of confidentiality

- (a) If a Party becomes aware of a suspected or actual breach of this clause 18, the Party will immediately notify the other Party and take reasonable steps required to prevent or stop the suspected or actual breach.
- (b) The Parties acknowledge and accept that damages solely will be an inadequate remedy for a breach of this clause 18.

18.5 Information Recipient's undertaking

- (a) The Party receiving Confidential Information must ensure that its Representatives are aware of and comply with the obligations of confidentiality in this clause 18.
- (b) The State may, at any time, require the Recipient to arrange for its Representatives engaged in the performance of the Project, to give written undertakings in a form reasonably required by the State relating to the non-disclosure of Confidential Information under this clause 18.

18.6 Announcements or releases by Recipient relating to Agreement

The Recipient must not make media statements or other announcements or releases relating to this Agreement and the transactions the subject of this Agreement without the prior written approval of the State as to the form, content, manner and timing of the media statement or other announcement or release unless, and only to the extent, that the announcement or release is required to be made by the Recipient by law, in which case the Recipient must use best endeavours to obtain the prior written approval of the State.

18.7 Acknowledgement of assistance in relation to Project

- (a) Subject to clauses 18.1 and 18.7(b), the Recipient must include an acknowledgement that the Recipient has received financial support from the State in relation to the Project in all of its corporate communications in respect of the Project, including in:
 - (i) online materials, newsletters, brochures and promotional materials in any media, and its annual report (if the Recipient produces an annual report); and
 - (ii) public statements, media releases and speeches made by or on behalf of the Recipient about the Project.
- (b) The Recipient must use the State's restricted logo (the **Restricted Logo**, as identified in the Agreement Details) in all its promotional and presentation material forming part of, or in conjunction with, the acknowledgement. The State grants the Recipient a non-exclusive, royalty-free licence to use the Restricted Logo during the Term solely for the purpose of promoting the Recipient's association with the State for the purposes of the Project.
- (c) Before the Recipient publishes or communicates any of the material referred to in clause 18.7(a) or makes any public statement about the Project, the Recipient must:
 - (i) provide to the State full details of the proposed publication or communication, at least 10 Business Days in advance; and
 - (ii) comply with all requests, amendments or conditions that the State may reasonably require by notice to the Recipient,

provided that the Parties may agree a standing protocol for categories of publication or communication which, if complied with by the Recipient in the applicable circumstances, will discharge the Recipient's obligations under this clause 18.7(b) with respect to the relevant publication or communication.

19. Liability and Indemnity

- (a) The Recipient releases to the full extent permitted by law, the State and its Representatives from all actions, claims, proceedings, Demands, loss, liability, or costs suffered or incurred directly or indirectly by the Recipient in connection with the Project, the Program Guidelines, the Funding Contribution or this Agreement.
- (b) Without limiting clause 19(a), the State and its Representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data

or goodwill, loss of reputation or any indirect or consequential loss whether arising in contract, tort (including negligence) or otherwise, in connection with this Agreement.

- (c) The Recipient carries out the Project entirely at its own risk and is liable for and indemnifies the State and its Representatives against all liability, loss, costs and expenses (including any actions, claims, proceedings or Demand brought by any third party, and any legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:
 - (i) the Project;
 - (ii) any advice or claim by a third party in connection with the Project;
 - (iii) any default by the Recipient or the Recipient's Representatives under this Agreement;
 - (iv) any unlawful, wilful or negligent act or omission of the Recipient, the Recipient's Representatives or any person for whose conduct the Recipient is liable;
 - (v) personal injury (including illness, sickness and death) or property (whether real, personal or otherwise) damage or loss in connection with the performance (or attempted or purported performance or non-performance) of this Agreement or any other act or omission of the Recipient or its Representatives; or
 - (vi) any infringement or alleged infringement of any Intellectual Property Rights or Moral Rights.
- (d) The Recipient's liability to indemnify the State under clause 19(c) will be reduced proportionally to the extent that any grossly negligent act or grossly negligent omission or breach of this Agreement by the State caused the loss or liability.
- (e) The indemnity granted in clause 19(c) is in addition to and not exclusive of any other remedies the State may have against the Recipient at law or in equity.
- (f) It is not necessary for the State to incur expense or to make a payment before enforcing a right of indemnity conferred by this Agreement.
- (g) Any amount which the Recipient is expressly liable to pay or reimburse to the State under the Agreement shall be a debt due and payable to the State in the time expressly provided or otherwise on demand.
- (h) The State is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this Agreement.
- (i) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Parties, and survives termination, completion or expiration of the Agreement.

20. GST

- (a) Terms defined in the GST Law have the same meaning in this clause 20.
- (b) If a Party is required under this Agreement to reimburse or pay to another Party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that Party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that Party (or an entity on whose behalf the Party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.

- (c) If GST is payable by an entity (**Supplier**) in relation to any supply that it makes under or in connection with this Agreement, the Parties agree that:
- (i) any consideration (including the value of any non-monetary consideration) provided for that supply under or in connection with this Agreement other than under this clause 20(c) (**Agreed Amount**) is exclusive of GST;
 - (ii) an additional amount will be payable by the Party providing consideration for that supply (**Receiver**) equal to the amount of GST payable by the Supplier on that supply;
 - (iii) the additional amount is payable at the same time as any part of the Agreed Amount is to be first provided for that supply and the Supplier will provide a Tax Invoice to the Receiver in respect of that supply, no later than that time; and
 - (iv) to the extent, if any, that any consideration (or part thereof) is specified in this Agreement to be inclusive of GST, that consideration (or the relevant part) will be excluded from the Agreed Amount for the purposes of calculating the additional amount under clause 20(c)(ii).

21. Termination

21.1 Termination or reduction in Term or Funding Contribution for convenience

The State may in its absolute discretion, at any time, by written notice to the Recipient terminate this Agreement, or reduce the Term or the Funding Contribution, without giving a reason. If the State issues a notice under this clause 21.1, the termination or reduction will occur on a date specified by the State in the State's notice, provided such a date must be at least 30 Business Days after the date of issue of the State's notice.

21.2 Termination for breach

- (a) The State may terminate this Agreement by written notice with immediate effect if the Recipient:
- (i) breaches a term of this Agreement which is not capable of being remedied;
 - (ii) gives the State false or misleading information in any material respect (including information provided pursuant to clause 3.3 or 5.3 of the Agreement);
 - (iii) otherwise breaches a term of this Agreement (including, but not limited to, the provision of Reports) which is capable of being remedied and fails to remedy that breach within 20 Business Days after receiving notice requiring it to do so;
 - (iv) suspends the implementation, operation or completion of the Project, varies or reduces the scope of the operation of the Project or relocates or proposes to relocate the Project including Assets from the Project Site;
 - (v) gives a Conflict of Interest notice pursuant to clause 17(c) or if the State otherwise identifies that a Conflict of Interest exists;
 - (vi) is in breach of clause 25.4(b), or clause 25.4(e) applies;

- (vii) is subject to an Insolvency Event;
 - (viii) fails to provide a statutory declaration required under the Agreement;
 - (ix) provides a statutory declaration or documentary evidence which contains a statement that is untrue, false or misleading; or
 - (x) amends its constitution or operations in a way that means the Recipient is no longer eligible for the Funding Contribution or is no longer able to comply with this Agreement.
- (b) For the avoidance of doubt, clause 19(b) applies to any termination of this Agreement under clause 21.2.

21.3 Effect of termination for convenience

On receipt of a notice of termination or reduction of the Term or the Funding Contribution under clause 21.1:

- (a) each Party must take all available steps to minimise any costs or loss resulting from the termination or reduction of the Term or the Funding Contribution (as the case may be);
- (b) the Recipient must provide written evidence to the State's satisfaction of the amounts (if any) claimed as reasonable costs under clause 21.3(c); and
- (c) the State will pay to the Recipient the reasonable costs (if any), and capped at the Funding Contribution, that have been or will be incurred or committed by the Recipient as a direct result of the termination of the Agreement or reduction of the Term or the Funding Contribution and which the Recipient cannot recoup or avoid and which would not otherwise have been incurred by the Recipient if the Funding Contribution had continued unaltered until the expiry of the Term.

21.4 Effect of termination for breach

On receipt of a notice of termination under clause 21.2 or otherwise at law for the acceptance of the repudiation of the Recipient:

- (a) the State may, in the notice of termination, require the Recipient to immediately repay all or part of the Funding Contribution and such sum will be a debt due and immediately payable by the Recipient and recoverable by the State;
- (b) the State shall have no obligation or liability to make any further payments to the Recipient under this Agreement; and
- (c) such termination will be without prejudice to any other rights the State may have against the Recipient.

21.5 Obligations after termination or expiration

Within 10 Business Days of the termination or expiry of this Agreement, the Recipient must deliver to the State:

- (a) all Reports and documents due under this Agreement as at the date of termination or expiration; and
- (b) a Completion Report detailing the present status of the Project, the extent of achievement of the Project against the Milestones, and any incidental results and benefits of the Project.

21.6 Statutory declaration

The Recipient agrees that:

- (a) at any time, the State may request that the Recipient provides a completed and signed statutory declaration (in a form and containing such detail as reasonably required by the State) from a representative of the Recipient who is in a position to know the facts confirming that the Recipient:
 - (i) is solvent;
 - (ii) has no reason to suspect that the Recipient may be or may become insolvent or subject to any Insolvency Event; and
 - (iii) is not seeking to take advantage of safe harbour against insolvent trading available under Division 3, Part 5.7B of the Corporations Act;
- (b) the Recipient must provide such completed and signed statutory declaration within 2 Business Days of the request from the State; and
- (c) the Recipient must immediately notify the State in writing if it has taken advantage, or sought to take advantage, of the safe harbour against insolvent trading available under Division 3, Part 5.7B of the Corporations Act.

21.7 Termination not valid

- (a) If the State terminates, or purports to terminate, under the Agreement or otherwise at law and it is subsequently held to be invalid, void or otherwise unenforceable then the State will be deemed to have terminated for convenience under clause 21.1 as at the same date and time as the original notice of termination.
- (b) The Recipient waives, and indemnifies the State from and against, any Demand the Recipient has or would have had, but for this clause 21.7, arising out of or in connection with any termination, or purported termination, by the State under the Agreement or otherwise at law being subsequently held to be invalid, void or otherwise unenforceable.

21.8 Pre-existing rights and survival

- (a) Termination in accordance with this clause 21 is without prejudice to any rights of either Party under this Agreement existing at the date of termination.
- (b) The obligations contained in the following clauses, including any items in the Agreement Details relevant to the following clauses, are continuing obligations and will survive after this Agreement ends:
 - (i) Clause 1 (Definitions and Interpretation);
 - (ii) Clause 4.1(c) (Initial Payment);
 - (iii) Clause 4.4 (Use of Funding Contribution);
 - (iv) Clause 4.5 (Payment constitutes no admission);
 - (v) Clause 5.1(f) (Maintenance of insurances);
 - (vi) Clause 6 (Assets);
 - (vii) Clause 7 (PPSA);
 - (viii) Clause 8.1 (Recipient's representation and warranties);
 - (ix) Clause 8.2 (Trustee warranties);

- (x) Clause 10 (Repayment of Funding Contribution);
- (xi) Clause 11 (Intellectual Property Rights);
- (xii) Clause 12 (Reporting);
- (xiii) Clause 13 (Records);
- (xiv) Clause 14 (Audit and access);
- (xv) Clause 16 (No endorsement);
- (xvi) Clause 17 (Conflict of interest);
- (xvii) Clause 18 (Confidential Information);
- (xviii) Clause 19 (Liability and Indemnity);
- (xix) Clause 20 (GST);
- (xx) Clause 21.3 (Effect of termination for convenience);
- (xxi) Clause 21.5 (Obligations after termination or expiration);
- (xxii) Clause 21.8 (Pre-existing rights and survival);
- (xxiii) Clause 22(c) (Force Majeure);
- (xxiv) Clause 23 (Dispute Resolution);
- (xxv) Clause 24 (Notices);
- (xxvi) Clause 25 (Dealings with the rights under the Agreement);
- (xxvii) Clause 26.7 (Set-off);
- (xxviii) Clause 26.10 (Duties and charges);
- (xxix) Clause 26.13 (Expenses);
- (xxx) Clause 26.16 (Special Conditions); and
- (xxxi) Clause 26.18 (No fetters, representations or warranties).

22. Force Majeure

- (a) Neither Party will be liable for, or in breach of this Agreement as a result of, any delay or failure to perform its obligations under this Agreement if such delay or failure is due to a Force Majeure Event provided the Party seeking to rely on this provision:
 - (i) notifies the other Party immediately of that Force Majeure Event (in all cases with 5 Business Days of such Force Majeure first arising) with reasonably full particulars thereof and, insofar as known, the probable extent to which it will be unable to perform or be delayed in performing its obligations;
 - (ii) states in such notice that it is seeking the benefit of this clause 22;
 - (iii) uses all possible diligence to avoid, remove and mitigate the effect of Force Majeure Event; and
 - (iv) has not caused or contributed to the Force Majeure Event.
- (b) A Party must notify the other Party immediately a Force Majeure Event has abated and must as soon as is reasonably practicable recommence performance of its

obligations under this Agreement following the abatement of a Force Majeure Event.

- (c) A Party may terminate this Agreement by notice to the other Party, if that other Party's performance of its obligations under this Agreement is materially affected by a Force Majeure Event lasting more than 60 consecutive days. Without prejudice to any other rights or obligations of the Parties upon termination under this clause 22(c), the Parties agree that clause 21.5 will apply to such termination.
- (d) Where the effect of a suspension is to suspend the obligations of the Recipient under the Agreement, any obligation of the State to pay the Recipient for any amount will also be suspended in full during the continuance of the Force Majeure Event.
- (e) In the case of Force Majeure Event, if requested by the State in writing, then the Parties must consult with each other and use reasonable endeavours to agree whether the obligations affected should be altered or whether the performance of such obligations can be reprogrammed.
- (f) Except as provided in this clause 22, any other costs, losses or savings due to a Force Majeure Event will, except as otherwise provided in the Agreement, be borne, incurred or retained as the case may be by the Party incurring or receiving the same.

23. Dispute Resolution

23.1 Dispute Notice

If a Party considers that a Dispute has arisen, the Party may send the other Party a notice setting out a full description of the matters in Dispute (**Dispute Notice**).

23.2 Negotiation

The Contact Officers of each Party must meet (whether in person, by videoconference or by teleconference) within 10 Business Days of receipt of a Dispute Notice and attempt to resolve the Dispute.

23.3 Referral of Dispute

- (a) Any Dispute that cannot be resolved between the Parties within 10 Business Days of receipt of a Dispute Notice shall be referred to the immediate supervisor of each Contact Officer for resolution.
- (b) If the Dispute is not resolved within 20 Business Days after its referral to the representatives of each of the Parties listed in clause 23.3(a), the Dispute shall be referred to:
 - (i) for the Recipient, the person holding the position of Chief Executive Officer (or equivalent); and
 - (ii) for the State, the Director General of the Department or their authorised delegate,
 for resolution.
- (c) If the Dispute is not resolved within 20 Business Days after its referral to the representatives of each of the Parties listed in clause 23.3(b), or within any longer

period agreed by the Parties in writing, then to the extent the Parties have not agreed otherwise, either Party may proceed to litigation.

23.4 Urgent interlocutory relief

Nothing in this clause 23 prevents either Party from commencing legal proceedings relating to any Dispute arising from this Agreement at any time where that Party seeks urgent interlocutory relief.

23.5 Continuing Performance

Each Party must continue to perform its obligations under this Agreement, notwithstanding the existence of a Dispute.

24. Notices

Each communication (including each notice, consent, approval, request and Demand) in connection with this Agreement to be given by either Party to the other:

- (a) must be in writing;
- (b) must be signed by the Party making it (or by a person duly authorised by that Party);
- (c) must be delivered by hand, or posted by pre-paid post, or sent by email to the addressee, in accordance with the contact details provided in items 2 and 3 of the Agreement Details or as otherwise notified from time to time (including an alternate email address as notified from time to time where an automated "out of office" reply is notified to the sender in respect of an email sent to an email address provided in the contact details); and
- (d) is taken to have been received by the addressee:
 - (i) where sent by pre-paid post – on the fifth day after the date of posting;
 - (ii) where hand delivered – on delivery; or
 - (iii) where sent by email:
 - A. at the time of email provided that no delivery failure is notified to the sender; or
 - B. if an automated "out of office" response is notified to the sender, at the time of email to the alternative email address identified in the automated out of office response, provided that no delivery failure is notified to the sender,

but if the communication is taken to have been received on a day that is not a Business Day or later than 5.00 pm on a Business Day, the communication is taken to have been received at 9.00 am on the next Business Day.

25. Dealings with the rights under the Agreement

25.1 Dealings by the Recipient

The Recipient may not assign, novate, subcontract or otherwise deal with its rights and obligations under this Agreement or allow any interest in them to arise or be varied in each case, without the prior written consent of the State.

25.2 Dealings by the State

The State may assign, novate or otherwise deal with its rights and obligations under this Agreement or allow any interest in them to arise or be varied in each case, without the consent of the Recipient. The Recipient must enter into any agreements or deeds reasonably required by the State to give effect to any such assignment, novation or dealings.

25.3 Reasonableness

Any statement, obligation or requirement in the Agreement providing that the State will use or exercise "reasonable endeavours" or "act reasonably" (or not act "unreasonably"), or similar terms, in relation to any matter or outcome, means that the State:

- (a) will take steps to deal with the relevant matter, or bring about the relevant outcome, so far as it is reasonable able to do so having regard to its resources and other responsibilities;
- (b) does not guarantee the relevant matter or outcome will be brought about; and
- (c) is under no obligation to:
 - (i) exercise a right of any Authority, or to influence, override, interfere with or direct any other Authority in the proper exercise and performance of its legal, statutory or executive duties and functions;
 - (ii) exercise a power or discretion in a manner that State regards as not in the public interest;
 - (iii) develop or implement new policy or a change in existing policies;
 - (iv) procure any new legislation or a change in legislation (including by-laws); or
 - (v) otherwise act in any way that the State regards as not in the public interest.

25.4 Change in Control

- (a) This clause only applies if the Recipient is a corporation.
- (b) The Recipient must not become subject to a Change in Control without the prior written consent of the State given in accordance with this clause 25.4.
- (c) The State may request further information at any time from the Recipient for the purpose of assisting the State in satisfying itself of the Recipient's proposed Change in Control. The Recipient must comply with the State's request promptly and within 10 Business Days (or such longer period agreed by the State), after the request for further information is made by the State.
- (d) Subject to the State having satisfied itself of the matters relevant to the Recipient's proposed Change in Control, the State may, in its absolute discretion, consent to (with or without conditions imposed) or reject, the Recipient's proposed Change in Control.
- (e) If a Change in Control of the Recipient occurs:
 - (i) without the State's prior written consent; or
 - (ii) the State reasonably considers that:

- A. the Recipient no longer retains the legal or financial capacity (including key personnel) to discharge the obligations of the Recipient under this Agreement;
- B. the Recipient is Controlled by a party that is unsuitable for any reason (in the State's absolute discretion); or
- C. the Change in Control:
 - 1) is against public interest; or
 - 2) would result in an increase in the level of the risk or liabilities of the State,

then the State may, at any time, by no less than 2 Business Days' written notice, terminate this Agreement. Termination under this clause will be deemed to be a termination pursuant to clause 21.2(a)(vi).

26. General

26.1 Discretions

Unless this document expressly states otherwise, the State may:

- (a) exercise any right or remedy in any way it considers appropriate (including by imposing conditions) and nothing in the Agreement gives rise to any duty on the part of the State to consider interests other than its own interests; and
- (b) give or refuse to give any approvals or consents, or form any view or opinion as to matters to be satisfied, acting solely in its absolute discretion except to the extent this Agreement expressly states otherwise.

26.2 Remedies cumulative

The rights and remedies provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement.

26.3 Entire agreement

To the full extent permitted by law, in relation to its subject matter, this Agreement:

- (a) embodies the entire understanding of the Parties and constitutes the entire terms agreed by the Parties; and
- (b) supersedes any prior written or other agreement of the Parties.

26.4 No relationship

- (a) Nothing contained in this Agreement will be taken as giving rise to any employment, agency, partnership or joint venture relationship between the Parties.
- (b) The Recipient (including its Representatives):
 - (i) has no authority or power, and must not purport to have the authority or power, to bind the State or make representations on behalf of the State;
 - (ii) must not hold itself out or engage in any conduct or make any representation which may suggest to any person that the Recipient is for

any purpose an employee, agent, partner of or joint venturer with the State; and

- (iii) must not represent to any person that the State is a party to the Project other than as a contributor of the Funding Contribution or has guaranteed the performance or fulfilment of the objectives of the Project.

26.5 Variation

Unless this Agreement provides otherwise, a provision of this Agreement or a right created under it may not be varied except in writing, signed by the Parties.

26.6 Further acts and documents

Each Party agrees, at its own expense, to promptly do all acts and deliver all documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give full effect to this Agreement.

26.7 Set-off

The State may set off, withhold or deduct from any amount due for payment to the Recipient by the State any amount:

- (a) due for payment to the State by the Recipient under this Agreement; or
- (b) which is the subject of a genuine Demand made by the State against the Recipient.

26.8 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.
- (b) A waiver or consent given by a Party under this Agreement is only effective and binding on that Party if it is given or confirmed in writing by that Party.
- (c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or any other term of this Agreement.

26.9 Approvals and consents

By giving its approval or consent the State does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

26.10 Duties and charges

The Recipient agrees to:

- (a) pay all duties, fees, rates and charges (including fines, penalties and interest) payable and assessed by legislation or by any Authority on this Agreement, on any instruments entered into under this Agreement, and in respect of a transaction evidenced by this Agreement; and

- (b) indemnify on demand the State against any liability for those duties, fees, rates and charges (including fines, penalties and interest).

26.11 Severance

If at any time a provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any provision of this Agreement.

26.12 Counterparts

- (a) This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts, which may be a scanned copy of the Agreement and transmitting that executed counterpart by email to the other Party. Each counterpart, including the scanned copy of it, constitutes the agreement of each Party who has executed and delivered (including delivery by email) that counterpart and the date on which the last counterpart is executed will be the Commencement Date.
- (b) If this Agreement is signed by any person using an Electronic Signature, the Parties
 - (i) agree to enter into this Agreement in electronic form;
 - (ii) consent to either or both Parties signing the Agreement using an Electronic Signature; and
 - (iii) agree a counterpart may be electronic and signed using an Electronic Signature

For the purpose of this clause 26.12(b), "Electronic Signature" means an electronic method of signing that identifies the person and indicates their intention to sign the Agreement.

26.13 Expenses

Except as otherwise provided in this Agreement, each Party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

26.14 Governing law

This Agreement is governed by and will be construed according to the law applying in Queensland.

26.15 Jurisdiction

Each Party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and

- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 26.15(a).

26.16 Special Conditions

The Parties agree to be bound by any Special Conditions.

26.17 Order of precedence

If there is any direct inconsistency, ambiguity or discrepancy between:

- (a) the Special Conditions;
- (b) these clauses 1 to 26 of this Agreement;
- (c) the Agreement Details (except the Special Conditions);
- (d) Schedule 1 of this Agreement; and
- (e) Schedule 2 to this Agreement,

the provisions will take precedence in that order listed, with those provisions first listed having precedence over the provisions later listed, to the extent necessary to resolve the inconsistency, ambiguity or discrepancy.

26.18 No fetters, representations or warranties

Nothing in this Agreement will fetter the exercise by the State or any other relevant Authority of any discretion whether to grant, grant subject to conditions, or refuse any Approval, or fetter the exercise by the State or any Authority of any resumption, planning or other regulatory or statutory powers, functions, duties or rights.

COUNCILLOR REQUEST FOR AN AGENDA REPORT

Meeting: Ordinary 13 May 2020

Date: 30 April 2020

Item Number: 1.1

File Number: D20/37667

SUBJECT HEADING: Request to Purchase New Broom for the Roma Racetrack

Classification: Open Access

Officer's Title: Mayor

Executive Summary:

I have received information from users of the Roma Turf Club for Council to consider purchasing a new broom for the racetrack doubling the width of the current broom to increase productivity and reduce the time taken to complete the task

Councillor's Recommendation:

That a report be prepared for an upcoming Council meeting.

Details of Requested Agenda Report:

I would like to request for Council to consider being able to purchase a new broom for the racetrack which will double the existing width to increase the productivity and reduce time taken to maintain the racetrack.

Supporting Documentation:

Nil