



# **Ordinary Meeting of Council**

**28 August 2024**

**UNDER SEPARATE COVER  
ATTACHMENTS**

**ITEMS 9.1 TO 9.6**

**QUEANBEYAN-PALERANG REGIONAL COUNCIL  
ORDINARY MEETING OF COUNCIL**

**ATTACHMENTS – 28 August 2024 Page i**

Item 9.1	QPRC Annual Community Grants 2024/25	
	<i>Attachment 1 Grant Guidelines Category A Funding.....</i>	<i>2</i>
	<i>Attachment 2 Grant Guidelines Category B Funding.....</i>	<i>6</i>
	<i>Attachment 3 Category A Requested and Recommended Funding .....</i>	<i>10</i>
	<i>Attachment 4 Category B Requested and Recommended Funds .....</i>	<i>14</i>
Item 9.2	Bywong/Wamboin Greenways Master Plan	
	<i>Attachment 1 Greenways Master Plan - March 2024 - Prepared by the Bywong-Wamboin s.355 Greenways Committee .....</i>	<i>18</i>
	<i>Attachment 2 Staff Advice - Greenways Master Plan.....</i>	<i>39</i>
Item 9.3	Abbeyfield Project Briefing	
	<i>Attachment 1 Stronger Communities Funding Acquittal .....</i>	<i>43</i>
Item 9.4	Planning Proposal to Reclassify 19 Gibraltar Street, Bungendore from Community Land to Operational Land	
	<i>Attachment 1 Final Public Hearing Report .....</i>	<i>51</i>
	<i>Attachment 2 Written Submissions to Planning Proposal to Reclassify 19 Gibraltar St Bungendore .....</i>	<i>69</i>
Item 9.5	Renewal of Licence Agreement - Air Services Australia - 4 Coral Drive, Jerrabomberra	
	<i>Attachment 1 Air Services Australia - Licence Agreement 2019 .....</i>	<i>74</i>
Item 9.6	Investment Report - July 2024	
	<i>Attachment 1 Investment Report Pack - July 2024 .....</i>	<i>103</i>

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

28 AUGUST 2024

ITEM 9.1 QPRC ANNUAL COMMUNITY GRANTS 2024/25

ATTACHMENT 1 GRANT GUIDELINES CATEGORY A FUNDING



# **Grant Guidelines**

## **Category A Funding**

### **General Assistance - Community Activity Grants**

## GRANT GUIDELINES – CATEGORY A – HIRE FEES

---

### 1. OVERVIEW

Council may make donations to eligible local community groups that are not-for-profit community organisations, incorporated or unincorporated, and in some cases, to individuals. The aim is to support a wide range of activities that build community capacity, foster social networks and information exchange, facilitate cooperation and build on existing community strengths.

For any given year, Council may determine that the Annual Grants Program will be directed towards particular outcomes, but the emphasis will always be on supporting the community's aspirations as articulated in the QPRC Community Strategic Plan.

Council's grants and donations are administered in compliance with the Queanbeyan-Palerang Regional Council (QPRC) Donations Policy 2023 [available on the QPRC website](#).

### 2. ADMINISTRATION

- 2.1 Applications will only be considered for one-off expenditure in the financial year in which the costs occur.
- 2.2 When making requests, applicants need to clearly outline benefits to the Queanbeyan-Palerang community.
- 2.3 Council may consider applications outside the funding round if the applicants are able to demonstrate that the purpose for which they are seeking the donation was not foreseen at the time of the Annual Grants Program round.
- 2.4 Consideration of the applications will be dependent on any funds being available following allocation from the current round and will require a resolution from Council regarding the assessment of the applications.
- 2.5 Privacy Management - Personal information provided in this form is required in order to process the application. Provision of the information is voluntary; however, if insufficient information is provided, support for the application will be difficult when considering competing requests. Your personal information will not be used without your prior written permission.

### 3. CRITERIA

- 3.1 In allocating funds, Council will give consideration to the nature of the request, the proposed beneficiaries, equality of access, any recent donations to each applicant, whether previous funds have been acquitted, alternative funding sources and equity of support across the local government area. The following criteria will be considered in assessing these requests:
  - the purpose of the donation
  - the alignment with Council's Community Strategic Plan and Delivery Plan
  - previous donations and support provided to the applicant by Council
  - the amount requested
  - the applicant's access to alternative sources of funding, including the ability to raise general income from usage of the facility,
  - Council's annual budget allowance.

An assessment grid follows.

### 4. LODGEMENT

Please complete the online form at <https://www.qprc.nsw.gov.au/Community/Grants-Donations>. If you are unable to complete the form on-line, please contact Council's Grant Officer at [liz.mirowski@qprc.nsw.gov.au](mailto:liz.mirowski@qprc.nsw.gov.au) or via phone on **02 6285 6044**

GRANT GUIDELINES – CATEGORY A – HIRE FEES

5. ASSESSMENT GRID

CRITERIA	TYPE 1 <i>(each answer is worth 4 points)</i>	TYPE 2 <i>(each answer is worth 3 points)</i>	TYPE 3 <i>(each answer is worth 2 points)</i>	TYPE 4 <i>(each answer worth 1 point)</i>
<b>Purpose of donation - Social and community benefit for the local community.</b>	Function is unique and specific and meets high level of need OR Service meets identified social / community needs, with most service users from low socio-economic backgrounds	Function or service meets identified social / community needs, with service users from a range of socio-economic backgrounds	Function or service meets a broad social / community need	Function or service is valued by the community, but is not focused on meeting an identified social /community need
<b>Alignment with Community Strategic Plan and Delivery Plan</b>	Project fully aligns with the Strategic Plan and addresses its identified objectives	Project partly aligns with the Strategic Plan and partly addresses its identified objectives	Project has minimal alignment with the Strategic Plan.	Project has no alignment with the Strategic Plan.
<b>Support provided by Council in the last two financial years</b>	The organisation received no support from Council last financial year.	The organisation received support worth \$1,000 or less, from Council last year	The organisation received support of \$1,500 or less from Council last year.	The organisation received between \$1,500 and \$3,000 from Council last financial year.
<b>The amount requested</b>	Request is for less than \$900	Request is for between \$900 and \$1,500	Request is for more than \$1,500 but less than upper limit of \$3,000	\$3,000 upper limit per applicant organisation is requested
<b>Applicant's access to alternative sources of funding</b>	The organisation relies entirely on donations from the community	The organisation has limited access to other sources of funding and has limited fundraising activities funding-raising activities and grants	The organisation has access to a number of sources of funding, including fundraising activities	The organisation raises income from multiple sources such as member subscriptions, participant fees, donations, regular funding-raising activities and grants
<b>Organisational status and structure</b>	The organisation is locally based, stand-alone and locally managed, servicing only the QPRC community	The organisation is a locally based, stand-alone service, has a regional focus, and undertakes local and regional activities or services	The organisation is a local branch of a regional umbrella organisation	The organisation is a local or regional branch of a state or national umbrella organisation
<b>Extent of accessibility to the community</b>	Function or service is accessible to the entire QPRC community	Function or service is generally accessible to the community	Function or service has limited accessibility to the community	Function is limited to a specific target group

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

28 AUGUST 2024

ITEM 9.1 QPRC ANNUAL COMMUNITY GRANTS 2024/25

ATTACHMENT 2 GRANT GUIDELINES CATEGORY B FUNDING



# **Grant Guidelines**

## **Category B Funding**

### **Hire Fees for Council Premises**

[qprc.nsw.gov.au](http://qprc.nsw.gov.au)



## GRANT GUIDELINES – CATEGORY B – HIRE FEES

---

### 1. OVERVIEW

Financial assistance will be provided to community, not-for-profit or charitable organisations that wish to hire or lease a Council facility but are unable to meet this cost.

The grant will be non-monetary and will be recognised financially as a donation and as income for the facility. The grant will be either full or partial payment of venue hire or lease. Up to \$3,000 assistance is available to applicant organisations under this program.

Council's grants and donations are administered in compliance with the *Queanbeyan-Palerang Regional Council* QPRC Donations Policy 2023 [available for download on the QPRC website](#).

### 2. ADMINISTRATION

2.1 Requests for the waiving of hire/lease fees of Council facilities should be made online at <https://www.qprc.nsw.gov.au/Community/Grants-Donations> or on the relevant form.

When making requests, applicants need to clearly outline benefits to the Queanbeyan-Palerang community.

2.2 When submitting an application, applicants should ensure that:

- bookings are confirmed
- a copy of the facility's "Hire Agreement", including a quote for the cost of hire, is submitted with the application
- once the hire agreement is in place and the donation amount has been awarded, any variation to the hours of hire that may affect the total donation provided, is to be reported to Council as soon as possible. For example, if the hours are reduced, the donation amount will reduce proportionately. If the hours increase, full hire charges will apply for the additional hours.

### 3. CRITERIA

3.1 The following criteria will be considered in assessing these requests:

- the purpose of the donation
- the alignment with Council's Community Strategic Plan and Delivery Plan
- previous donations and support provided to the applicant by Council
- the amount requested
- the applicant's access to alternative sources of funding, including the ability to raise general income from usage of the facility,
- Council's annual budget allowance.

An assessment grid is shown at Schedule 1

3.3 Waiving of fees or charges for ongoing use or events may be considered under a No Fee Hire arrangement see Grant Guidelines, Category H Funding.

GRANT GUIDELINES – CATEGORY B – HIRE FEES

**SCHEDULE 1: ASSESSMENT CRITERIA FOR APPLICATIONS CATEGORY B**

<b>CRITERIA</b>	<b>TYPE 1</b> <i>(each answer is worth 4 points)</i>	<b>TYPE 2</b> <i>(each answer is worth 3 points)</i>	<b>TYPE 3</b> <i>(each answer is worth 2 points)</i>	<b>TYPE 4</b> <i>(each answer worth 1 point)</i>
<b>Purpose of donation - Social and community benefit for the local community.</b>	Function is unique and specific and meets high level of need OR Service meets identified social / community needs, with most service users from low socio-economic backgrounds	Function or service meets identified social / community needs, with service users from a range of socio-economic backgrounds	Function or service meets a broad social / community need	Function or service is valued by the community, but is not focused on meeting an identified social /community need
<b>Alignment with Community Strategic Plan and Delivery Plan</b>	Project fully aligns with the Strategic Plan and addresses its identified objectives	Project partly aligns with the Strategic Plan and partly addresses its identified objectives	Project has minimal alignment with the Strategic Plan.	Project has no alignment with the Strategic Plan.
<b>Support provided by Council in the last two financial years</b>	The organisation received no support from Council last financial year.	The organisation received support worth \$700 or less, from Council last year	The organisation received support of \$1,400 or less from Council last year.	The organisation received between \$1,400 and \$2,000 from Council last financial year.
<b>The amount requested</b>	Request is for less than \$500	Request is for between \$500 and \$1,000	Request is for more than \$1,000 but less than upper limit of \$2,000	\$2,000 upper limit per applicant organisation is requested
<b>Applicant's access to alternative sources of funding</b>	The organisation relies entirely on donations from the community	The organisation has limited access to other sources of funding and has limited fundraising activities funding-raising activities and grants	The organisation has access to a number of sources of funding, including fundraising activities	The organisation raises income from multiple sources such as member subscriptions, participant fees, donations, regular funding-raising activities and grants
<b>Organisational status and structure</b>	The organisation is locally based, stand-alone and locally managed, servicing only the QPRC community	The organisation is a locally based, stand-alone service, has a regional focus, and undertakes local and regional activities or services	The organisation is a local branch of a regional umbrella organisation	The organisation is a local or regional branch of a state or national umbrella organisation
<b>Extent of accessibility to the community</b>	Function or service is accessible to the entire QPRC community	Function or service is generally accessible to the community	Function or service has limited accessibility to the community	Function is limited to a specific target group

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

28 AUGUST 2024

ITEM 9.1 QPRC ANNUAL COMMUNITY GRANTS 2024/25

ATTACHMENT 3 CATEGORY A REQUESTED AND RECOMMENDED FUNDING

DONATION REQUESTS & RECOMMENDATIONS FOR CATEGORY A ANNUAL COMMUNITY GRANTS 2024/2025

Attachment 3

App No.	Applicant	Project Description	\$ Amount Requested	Assessment Score	Option 1	Option 2	\$ Council Grant 23/24
4	Life Resource Centre Inc. (as auspice for Queanbeyan Domestic Violence Forum)	'Domestic Violence Forum Beer Coaster Promotion' - Provide 5000 free double-sided printed beer coasters with a DV awareness message & local support contacts, to local licenced premises. Distribution by Forum.	2,800	23	2,800	2,300	0
20	HOME in Queanbeyan	'HOME – A fresh start' - towards update & maintenance of 20 housing units for those with enduring mental illness & at risk of homelessness. Maintenance to refresh 14-year-old units for new tenants.	3,000	20	3,000	2,500	850 Cat B
21	Gundillion Recreation Reserve	'Heat/Cool Food Cabinet' - Purchase & installation of a heat/cool food cabinet for Gundillion Community Hall.	980	20	980	980	0
6	High Street Care	'Emergency Community Relief' - Provide emergency food relief through Coles Food Vouchers. Provide fuel & pharmacy vouchers also if possible.	3,000	19	3,000	2,500	3,000 Cat A
3	Queanbeyan Sustainability Group	'Garden Bed Edging Replacement' - Replacement of old, rotted edging in community garden plots with new edging timber and purchase of saw blade.	2,900	19	2,900	2,400	0
23	Mongarlowe Area Community Association	'Commercial 4 door counter fridge for Mongarlowe Community Hall Kitchen'	2,500	19	2,500	2,000	0
24	Lions Club of Bungendore & Districts Inc.	'Bungendore blue light discos' - Seed funding for discos for 12-17 age youth. Queanbeyan PCYC to provide voluntary staff. Aim to relieve boredom & address social disconnection. Funds for venue hire, lighting, DJ, food & drink.	1,000	19	1,000	1000	1,000 Cat A, 150 Cat B
25	Queanbeyan Croquet Club Inc.	'Queanbeyan Croquet Club History Plaque' -Purchase of 2 steel stands with 2 history plaques to commemorate 90 year of history of Club, in preparation for 90-year celebrations. Installation provided by Club members.	3,000	19	3,000	2,500	0
22	Life Resources Centre Inc. (auspicing for Queanbeyan Men's Shed)	'New battery and pads for existing defibrillator at QBN Men's Shed'	731.75	18	731	731	0
8	Braidwood Life Centre Inc.	'BLC Food Pantry' - Distribution of food pantry staples for those in the Braidwood area experiencing disadvantage.	3,000	17	1,372	2,200	3,000 Cat A

DONATION REQUESTS & RECOMMENDATIONS FOR CATEGORY A ANNUAL COMMUNITY GRANTS 2024/2025

Attachment 3

App No.	Applicant	Project Description	\$ Amount Requested	Assessment Score	Option 1	Option 2	\$ Council Grant 23/24
17	Jerrabomberra Residents Association Inc.	'Carols at Jerra 2024' - Sound and lighting for Carols at Jerra event December 2024. Music provided by 40-piece band & local choirs including school groups. Applicant has also requested \$1,176 Cat B funds for 24/25.	3,000	17	1,372	2,200	2,000 Cat A, \$1,000 Cat B
18	Karabar Housing Cooperative	'3-bedroom townhouse renovation project' - Renovate unit in affordable housing complex ready for new tenant family. Renovation includes replacing floor coverings, bathroom, roofing & plumbing repairs and painting.	5,000	17	1,372	2,200	3,000 Cat A, 2,000 Cat B
19	First Steps Pregnancy Support	'Queanbeyan Pramathon 2025' - Cost towards event management for a 'Pramathon' at Brad Haddon Oval to celebrate & support mothers - each team with prams will include at least one mother. Applicant also requested \$800 Cat B hire of Queanbeyan Park.	2,200	17	973	1,400	900 Cat A
27	NSW RFS Lake George Logistic Brigade – Catering Team	'Lake George Catering' - Purchase & delivery of 'Top-loading Food Transport System', to deliver good-quality hot and cold food food/catering for volunteer firefighters in the field in accordance with food handling regulations.	3,000	16	0	0	0
5	Rise Above (ACT Eden Monaro A Support Group T/as)	'Beating isolation for cancer patients' - through inviting registered patients and their carers to get together for a free meal in locations across the LGA. Will pay for 125 patients/carers free meals @ \$25 per meal.	3,000	15	0	0	3,000 Cat A
7	Rotary Club of Canberra	'Circus Quirkus 2024' - Tickets for children living with disabilities to attend Circus Quirkus 2024. Annual fund raising event which supports local charities including 'Ruby's Home' in Canberra.	980	15	0	0	980 Cat A
13	Bungendore Rural Fire Service (RFS)	'Site Survey of Bungendore Emergency Services Centre'- for preparation of DA and seek grant funding for improvements in accordance with the Master Plan.	2,277	14	0	0	0
14	Upper Shoalhaven Landcare Council Incorporated	DEEMED INELIGIBLE - 'Landcare collaborative Sensory Garden project with St Bede's Primary School' - space containing plants & garden ornaments arranged to all senses & improve emotional wellbeing. Purchase of mixed plants & 3 workshops for at kinder to Grade 2.	2,750	0	0	0	0

DONATION REQUESTS & RECOMMENDATIONS FOR CATEGORY A ANNUAL COMMUNITY GRANTS 2024/2025

Attachment 3

App No.	Applicant	Project Description	\$ Amount Requested	Assessment Score	Option 1	Option 2	\$ Council Grant 23/24
2	Jerrabomberra's Brazilian Jiu Jitsu	DEEMED INELIGIBLE - 'Purchase additional mats for Training' - to expand the size of the club's current matted training area & reduce risk of injury to participants. Applicant is a 'for-profit' organisation.	1,556	0	0	0	0
	<b>TOTALS</b>		<b>46,674.75</b>		<b>25,000</b>	<b>24,911</b>	

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

28 AUGUST 2024

ITEM 9.1 QPRC ANNUAL COMMUNITY GRANTS 2024/25

ATTACHMENT 4 CATEGORY B REQUESTED AND RECOMMENDED FUNDS

REQUESTS FOR CATEGORY B ANNUAL COMMUNITY DONATIONS 2024/2025

Attachment 4

App No	Applicant	Project Description	\$ Amount Requested	Assessment Score	Recommend Cat B \$	Recommend Cat H \$ (no fee)	\$ Council Grant 23/24
28	Braidwood Quilters & Textiles	Total cost of hire of Braidwood National Theatre for November 2024 'Airing of the Quilts' event and for set-up and take-down of the Quilt display.	660	20	660	No	0
17	Bungendore Spring Ball	Total cost of hire of the Bungendore Community Hall for the Bungendore Spring Ball.	645.43	20	645.43	No	0
11	HOME in Queanbeyan	Total costs of hire of the Q Theatre for their annual Movie Night major fundraising event.	800	20	800	No	850 Cat B
6	Wamboin Social Drop-In Group	Total costs of hiring Wamboin Hall for 2 hours a week, for 50 weeks of the year, for Drop-In Group.	750	20	750	No	750 Cat B
31	First Steps Pregnancy Support	Hire of Brad Haddon Oval for community 'Pramathon' on May 10, 2025 (NO CHARGE)	800	19	0	No	900 Cat A
4	Rotary Club of Jerrabomberra	Total cost of hire of Jerrabomberra Community Centre for Australia Day Community Event January and Jerrabomberra Community Day in 2025.	564	19	564	No	637 Cat B
25	Queanbeyan and Districts Dog Training Club	Total cost of hire of Jerrabomberra Community Centre & Axis Youth Centre for AGM plus 2 meetings.	123	19	123	No	72 Cat B
27	Upper Murrumbidgee Catchment Network	Hire of Jerrabomberra Community Hall on 30 October 2024 for AGM and 19 March 2025 a general meeting & presentation.	294	19	294	No	800 Cat B
29	Captains Flat Seniors Group	Cost to hire Captains Flat Multipurpose Health Centre for weekly get togethers.	1,560	19	1,560	No	1,040 Cat B
30	Braidwood & Villages Tourism	Total cost of hire of Braidwood Visitor Information Centre (VIC) for 2024/25. Opens 4-6 hours per day on weekdays.	1,650	17	1,650	No	3,000 Cat A
19	Corroboree Services Ltd	Towards hiring Seiffert Oval & Taylor Park for annual Aboriginal Rugby League Knockout (mens, womens and junior teams) in September 2024.	3,000	17	3,000	No	0
21	Jerrabomberra Combined Probus Club Inc.	Total cost of hire of Lakeside Room, Jerrabomberra Community Centre for monthly meetings, to socialise and listen to guest speakers.	1,617	17	1,617	No	1,000 Cat B



REQUESTS FOR CATEGORY B ANNUAL COMMUNITY DONATIONS 2024/2025

Attachment 4

App No	Applicant	Project Description	\$ Amount Requested	Assessment Score	Recommend Cat B \$	Recommend Cat H \$ (no fee)	\$ Council Grant 23/24
23	Campbell Page Ltd.	Total cost of hire of Riverside Oval Room bi-monthly Childrens' Interagency Network Meetings in 2024/25 where different services collaborate on services for vulnerable children.	514.50	16	514.50	No	1,000 Cat B
10	ACT Maori Performing Arts Inc.	Total cost of hire of Axis Youth Centre for weekly classes during school terms in 24/25.	1,870	16	1,870	No	1,000 Cat B
12	Bungendore Van Heythusen Swimming Pool Trust Club	Total cost of hire of Bungendore Swimming Pool for 2.5 hours weekly during school terms, and various weekend bookings for carnivals. Booking now provided, for \$1,975.	2,000	16	1,975	No	1,350 Cat B
14	Braidwood Swimming Club	Total costs for hire of Braidwood Swimming Pool for the Club in 2024/25.	1,875	16	1,875	No	1,050 Cat B
20	Jerrabomberra Residents Association Inc.	Total costs of hire of Lakeside Room, Jerrabomberra Community Centre for monthly meetings.	1,176	15	0	Yes	1000 Cat B, 2,000 Cat A
5	Queanbeyan Toastmasters Club	Total costs for hire of Letchworth Community Centre two times a month, expect for public holidays and the December/January period.	969	15	0	Yes	Cat H valued at 969
3	Molonglo Water Dragons Aussi Masters Swimming	Total cost of hire of Queanbeyan Aquatic Centre in 2024/25 on Wednesday nights and Sunday afternoons. Booking now completed for \$2,670.	3,000	15	2,670	No	1,000 Cat B
16	Queanbeyan Leagues Swim Club	Total cost of hire of Queanbeyan Aquatic Centre in 2024/25	2,685	15	2,685	No	1,000 Cat B
8	Queanbeyan Landcare Inc.	Total cost of hire of Letchworth Community Centre for monthly meetings & AGM in 24/25.	1,020	15	1,020	No	935 Cat B
13	Bungendore Basketball Club	Total cost of hire of Bungendore Multipurpose Hall Wednesday afternoons during school terms in 2024. Booking now provided, for \$2,941.	3,000	15	2,941	No	1,000 Cat B
22	Jerrabomberra Playgroup	Towards hire of Jerrabomberra Community Centre for playgroup once a week during school terms.	3,000	15	3,000	No	1,000 Cat B
9	Wildcare Queanbeyan Inc.	Hire of any available QPRC venue for meetings, courses & AGM. Venue not named.	3,000	14	2,000	No	1,000 Cat B

REQUESTS FOR CATEGORY B ANNUAL COMMUNITY DONATIONS 2024/2025

Attachment 4

App No	Applicant	Project Description	\$ Amount Requested	Assessment Score	Recommend Cat B \$	Recommend Cat H \$ (no fee)	\$ Council Grant 23/24
32	Queanbeyan Legacy	Hire of the Bicentennial Hall on for beneficiaries' Christmas Luncheon.	Full amount available please	13	3,000	No	1000 Cat B
2	Jerrabomberra Brazilian Jio Jitsu	Towards use of Jerrabomberra Community Centre 4 times a week during school terms, and one hour on Wednesdays. DEEMED INELIGIBLE AS IS A BUSINESS.	7,000	0	0	No	0
7	Braidwood Old Sunday School Hall Committee	Red bin, yellow bin and Green Bin at no cost for the Hall. Monetary amount requested is stated as \$450 DEEMED INELIGIBLE NOT A QPRC VENUE.	450	0	0	No	0
24	St Bede's Primary School Braidwood	Total cost of hire of Braidwood Showground Hall for school concert as school hall is too small. DEEMED INELIGIBLE – SCHOOL PROJECT	550	0	0	No	0
	<b>TOTALS</b>		<b>45,955.93</b>		<b>35,213.93</b>		

Total Category B funds remaining from the \$36,000 allocation = \$786.07

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

28 AUGUST 2024

ITEM 9.2 BYWONG/WAMBOIN GREENWAYS MASTER PLAN

ATTACHMENT 1 GREENWAYS MASTER PLAN - MARCH 2024 - PREPARED BY  
THE BYWONG-WAMBOIN S.355 GREENWAYS  
COMMITTEE

# Bywong/Wamboin Greenways

## Master Plan

DRAFT

Prepared by  
Bywong/Wamboin s.355 Greenways Committee  
Queanbeyan-Palerang Regional Council

March 2024

## Table of Contents

1. Introduction .....	4
1.1 Objectives of the Greenways Master Plan and Strategy .....	4
1.2 Principles .....	4
1.3 Background .....	4
1.4 Consultation .....	5
2. Greenways Network Management .....	6
2.1 Use of the Greenways .....	6
2.2 Works Programs .....	7
3. s.355 Bywong/Wamboin Greenways Committee .....	7
3.1 Terms of Reference .....	8
3.1.1. General .....	8
3.1.2. Membership .....	8
3.1.3. Quorum .....	8
3.1.4. Meeting Procedures .....	8
3.1.5. Service Agreement, including the Committee’s roles and responsibilities ..	9
3.2 Community Liaison .....	9
4. The Greenways Network .....	10
4.1 Greenways Maps .....	10
4.2 Potential for Extending the Greenways Network .....	15
4.2.1 Crown Roads .....	15
4.2.2 Rural Residential Subdivision .....	16
Appendix 1 Weeds of Wamboin – interim list* .....	17
Appendix 2 QPRC Bywong/Wamboin Greenways s.355 Committee - Assessment of Greenways Works .....	18
Indicative costs* .....	18
Major Works .....	18
Small Works .....	19
Ongoing Maintenance .....	19
Other projects .....	20

### Index of Figures

Figure 4-1	Wamboin/Bywong Greenways Context .....	11
Figure 4-2	Wamboin/Bywong Greenways Network .....	12
Figure 4-3	Segment numbers on QPRC Online Mapping System .....	14

### Index of Tables

Table 4-1 – Greenways Identification .....	13
--	----

DRAFT

## 1. Introduction

### 1.1 Objectives of the Greenways Master Plan and Strategy

The primary objective of the Master Plan is to provide a 10-year strategy for the development and maintenance of the Bywong/Wamboin Greenways network, to be reviewed by the s.355 Committee on a regular basis (at least every three years).

This Plan also provides a framework for the development of Greenways networks in other parts of the Queanbeyan-Palerang LGA.

The objectives are:

- a) to provide and maintain the amenity of the Greenways for the enjoyment of the community
- b) to raise public awareness of the importance of the Greenways and to encourage community participation in
  - i) any actions recommended in implementing the Greenways development and management strategy
  - ii) use of the Greenways in accordance with their strategic objectives
- c) to minimise the effect of soil erosion that might arise from usage
- d) to encourage and otherwise ensure the conservation of natural flora and fauna
- e) to monitor and control the introduction and spread of weeds
- f) to protect all waterways, ephemeral or permanent
- g) to protect all identified significant areas or sites, whether environmental or cultural eg. culturally modified trees.

### 1.2 Principles

The following principles provide the foundation for the management of the Greenways network:

- a) environmental protection is to be observed in relation to the management and administration of the Greenways
- b) the Greenways (both the land and its other resources) are to be used and managed in a sustainable manner
- c) safe and diverse (non-motorised) uses and enjoyment of the Greenways are to be encouraged
- d) the Greenways are to be maintained in as natural state as possible.

### 1.3 Background

Local interest in riding trails in the Geary's Gap<sup>†</sup> area first arose in the early 1980s, and in 1985 the Yarrowlunla Shire Council (YSC) established a working party to develop a Shire-wide approach to the establishment of a network of Greenways. The significance

---

<sup>†</sup> The area currently known as Bywong was originally known as Geary's Gap. Much of the early documentation associated with the development of the Greenways network thus refers to Geary's Gap rather than Bywong, but the two references are to the same locality.

of this project in the context of the Council's broader strategy for rural residential development was reflected in the fact that YSC adopted "Access to the Countryside" as its Bicentennial theme.

The resulting proposal centred on the identification of unused Crown road reserves and travelling stock routes (TSRs) that would form an integrated network of recreational riding and walking trails throughout the area.

In 1991, following initial work carried out by the Geary's Gap Community Association (GGCA), the forerunner of the current Bywong Community Incorporated, the YSC established a Steering Committee to formally identify corridors that could form the basis of the new Greenways network. It subsequently became evident that the conservation values of many sections of the proposed network were very high, adding considerable impetus to the establishment of reserves that would also provide wildlife corridors, these being recognised as essential to the welfare of flora and fauna.

In 1994 the Yarroll Shire Council (YSC) implemented the initial Greenways project in the Geary's Gap and Wamboin localities along the lines recommended by the Steering Committee.

The current Greenways network comprises about 30 km of Council land, including road verges that connect the public-access tracks. Most of these Council areas were formerly crown road reserves or informal stock routes that were transferred to Council ownership when the Greenways were originally established. The network has become a valuable community asset (perhaps still unique in the State). Consistent with Council's overall responsibility for the Greenways, a community-based s.355 Committee provides advice to Council on their ongoing management including maintenance. In addition to its recreational use, the generally untouched nature of the land involved provides islands of endemic species, allowing a unique opportunity to retain and revitalise areas of native vegetation.

The localities of Bywong and Wamboin were ideally suited for this project from several points of view, not least of which was the fact that the original Crown Plans for the area comprised a large number of relatively small lots. As the Crown was obliged to provide access to every lot in the Plans, land was also allocated in support of an extensive road network. In the event, many of these lots were combined to become parts of larger holdings and it was never necessary to construct many of these roads. The associated road reserves thus remained largely unused and in the ownership of the Crown.

Establishing Greenways networks in other parts of the LGA, such as in the Carwoola area, has proven more challenging. Without the legacy of unused crown roads, there is an extra level of planning required to ensure that the relevant requirements are built into the conditions applied to individual subdivisions, so that appropriate reserves are created and identified as Greenways when subdivision plans are prepared.

#### 1.4 Consultation

The Greenways Master Plan was updated by the Greenways s.355 Committee during 2023 and released for community comment in January 2024. Two public meetings were held in February 2024: one by the Bywong Community Association and the other by the Wamboin Community Association. Members of the s.355 Committee attended both these public meetings. Apart from the s.355 Committee members, 22 people attended the public meetings.



People were also invited to provide written comments via email to the Deputy Chair of the Greenways s.355 Committee and the President of the Bywong Community Association. Eleven written responses were received, with two of these being from couples. Further, communication in relation to a Greenways extension which was received in 2023 was deemed to be relevant and incorporated into the comments received.

Our Bywong and Wamboin communities continue to support the existing Greenways, and their extension. Comments in relation to specific extensions are included in section 4.2 Potential for Extending the Greenways Network. The gist of public opinion is to maintain the Greenways as reserves, work to get them free of 'weeds', with Sifton Bush being specifically mentioned, and undertake repairs at specific sites to ensure the safety of people using the Greenways. The requested works have been incorporated into the identified program of Works (Appendix 2).

## 2. Greenways Network Management

### 2.1 Use of the Greenways

For the good management of the Greenways it is recognised that certain conditions of use should be promoted. The following conditions reflect legislative requirements, Council policies and general best practice in environmental conservation, informed by input from the various community groups whose members currently use the Greenways network:

- a) the Greenways are provided for pedestrian, equestrian and bicycle traffic only. The use of motorised vehicles on dedicated Greenways (as distinct from roadside verges that provide links between dedicated Greenways) is specifically discouraged and, where possible, prohibited. Note that NSW legislation provides that electric bicycles and scooters are treated as pushbikes. That means that electric bicycles and scooters are permitted on the Greenways as long as their power/maximum speeds accord with NSW regulations. Restrictions would also exclude maintenance vehicles (including mowers) and emergency vehicles. [Council advice (pending) has been requested regarding the applicable regulations or by-laws.]
- b) dogs must be controlled and leashed, in accordance with the NSW *Companion Animals Act 1998*
- c) stock should not be grazed on the Greenways
- d) noise is to be kept to a minimum
- e) the carriage of firearms or other weapons and hunting activities are not permitted
- f) users are to remove their own rubbish
- g) users must respect private property and adjacent residents' privacy
- h) gates or other exclusion mechanisms should be left as they are found
- i) camping is not permitted on the Greenways
- j) no fires are permitted on the Greenways other than as part of a legitimate prescription burning process agreed to and implemented by Council and

relevant fire authorities. While reducing fire risk any such burning will be aimed at conserving the ecological integrity of the Greenways

- k) wherever possible, users must remain on defined track(s) within the Greenway
- l) there is to be no collection and/or removal of any natural or archaeological items (including firewood) from the Greenways unless otherwise approved by Council
- m) users are encouraged to report any issues or concerns to the s.355 Committee or directly to Council.

In order to maintain wildlife corridors, neighbouring landholders are encouraged to take down any top or middle strand-barbed wire and maintain wildlife friendly fencing with safe access top and bottom.

## 2.2 Works Programs

The ongoing maintenance and development of the Greenways network is dependent on Council funding allocations or grants from other sources. To date the network has been maintained through s.355 Committee recommended works programs undertaken by Council and/or local volunteer and user groups.

The current works program identified by the Committee (at Appendix 2) revolves around specifically identified segments of the network and focuses on:

- a) stemming water erosion, with provision of appropriate drainage or step terracing as required
- b) revegetation plantings
- c) removal of weeds (list of weeds at Appendix 1\*) and management of native invasive species for example Sifton Bush;
- d) mowing/slashing grass
- e) additional signage and general public awareness
- f) access and safety (removing fallen trees from tracks)

\* [Council advice (pending) has been requested on a key subset of problematic species which can be managed on the Greenways by Council action (eg spraying) and volunteer working groups.]

## 3. s.355 Bywong/Wamboin Greenways Committee

In July 2022 QPRC reviewed its community advice structures including its s.355 Committees. It resolved to maintain the s.355 Bywong/Wamboin Greenways Committee. Council also resolved to nominate a Councillor delegate to each s.355 Committee.

The ongoing existence of the Greenways Committee recognises the key contribution local community representatives make in assisting Council in the management of this important community asset.

Council also adopted revised guidelines for the operation of s.355 Committees available at <https://www.qprc.nsw.gov.au/Council/Council-Business/Committee-Representatives>

### 3.1 Terms of Reference

#### 3.1.1. General

The purpose of the Greenways s.355 Committee is to provide a body, which includes representatives of the community and Council, to provide advice and make recommendations to Council on the care, control and management of the Bywong/Wamboin Greenways on behalf of Council.

The Committee will operate as per Council's *Section 355 Committee Guidelines* adopted on 27 April 2023, and Council's *Section 355 Committee Delegations* adopted on 12 April 2023, or as amended in the future. These documents cover financial management, members' legal responsibilities, etc.

#### 3.1.2. Membership

Committee membership shall comprise:

- Chairperson
- Vice-Chairperson
- Secretary
- Treasurer
- Three or more community representatives, including (where possible) representatives of local community organisations such as Landcare, the Pony Clubs and the two locality-based Community Associations
- One Council representative: a Councillor

Council officers responsible for overseeing the Committee, and members of the public at large, are welcome to participate in meetings, but will not be eligible to vote on any matters under consideration.

Committee members shall serve a two-year term. At the conclusion of members' terms, advertisements calling for nominations for election to the Committee will be placed in local communication channels covering the Bywong and Wamboin localities at least two weeks prior to the Annual General Meeting.

At Annual General Meetings, all positions will be declared vacant. Current members may seek re-election. The election of Committee members will be conducted in accordance with standard committee meeting procedures.

#### 3.1.3. Quorum

The quorum for meetings of the Committee is half of the Committee membership, plus one.

#### 3.1.4. Meeting Procedures

The meetings will follow Council's procedures for committee meetings or, in the absence of a Council procedure manual covering this matter, in accordance with standard meeting procedures.

The Committee will meet at least every three months. Meetings can be conducted face-to-face, or virtually.

A minimum of two weeks' notice of meetings will be provided to members, unless an agenda item needs to be dealt with urgently.

The Secretary or, in the absence of the Secretary, another member appointed by the meeting, will record the minutes of the meetings. The minutes will be distributed to all Committee members prior to the next meeting and, once confirmed, will be forwarded to Council to be presented at its next ordinary meeting. Alternatively, the minutes can be confirmed by the Committee out of session, and forwarded to Council.

Recommendations, as contained within the minutes, will be considered by Council.

Council may adopt, not adopt, or amend recommendations proffered by the Committee. Council's decisions are binding on the Committee.

### 3.1.5. Service Agreement, including the Committee's roles and responsibilities

Pending Council's promulgation of the Service Agreement for the Committee, the Committee is operating with the following roles and responsibilities:

- a) Progressively implement the actions specified in this Master Plan.
- b) Maintain a watching brief on the status of the Greenways, including reporting to Council regarding maintenance needs.
- c) Develop and regularly review a Greenways priority works program for presentation to Council.
- d) Undertake periodic working bees to address minor issues impacting on the Greenways, including weed removal, removal of minor fallen trees or other access considerations, and installation and maintenance of way-finding signs.
- e) Provide advice to Council on community concerns and other issues impacting on Greenways, including management requirements or development applications where relevant.
- f) Provide advice to Council on proposed changes to land management, ownership and control that could impact upon the Greenways, including as per the provisions of Council's *Crown Road Management Policy* dated 2 November 2023, and as amended in the future.
- g) Educate users of the Greenways of their conditions of use by means of, for example, the installation of adequate signage.
- h) Provide representation on other QPRC advisory bodies as requested.
- i) Liaise with the local Bushfire Management Committee to ensure that the Greenways are protected from fire hazards, and to ensure that any prescribed burns are implemented as per the applicable Fuel Management Plan.
- j) Periodically report to Council on the progress of the Greenways network development, including any recommendations relating to its modification, expansion and/or management procedures.

## 3.2 Community Liaison

Greenways maintenance has historically been undertaken, largely on a volunteer basis, by local users and interested community members. Community liaison through the Committee generally involves the range of stakeholders—local Community Associations, Landcare, the Pony Clubs and Greenways user groups like the former Greenways Renewal Working Group (GRoW).

In the broader interests of local communities, the Greenways Committee is to ensure that:

- a) all adjoining residents and user(s) have access to a contact number(s) where suggestions or complaints can be directed
- b) they act on those complaints for which it is feasible to do so, and refer to Council any complaints that they are unable to resolve
- c) any complaints are responded to in writing with any resolution clearly and unambiguously recorded in the Committee meeting minutes.

The Committee and various stakeholder groups also engage in:

- a) raising public awareness of the Greenways (eg. Greenways walks)
- b) working bees to assist in native revegetation and general maintenance projects
- c) planning for the extension of the Greenways network
- d) stewardship relating to Greenways that are immediately adjacent to their members' own properties.

## 4. The Greenways Network

For the purposes of the *Local Government Act 1993* (NSW), the Greenways are designated a natural area for community use and the natural area is further designated as bushland.

[Council has been asked to confirm that this statement remains accurate.]

### 4.1 Greenways Maps

An overview map of the current Greenways network, and potential extensions to the network, is presented in Figure 4-1, illustrating the context of the Greenways network within the Wamboin/Bywong area.

The network itself is expanded in Figure 4-2 for easy Greenway identification, and segment identification is shown in Figure 4-3, which is taken from Council's On-line Mapping. Descriptions of the individual Greenways and labelled segments are provided in Table 4-1.

The maps have been prepared by the s.355 Greenways Committee, using a base map provided by Council.

With reference to both Figures 4-1 and 4-2, existing Greenways are marked in solid green lines and proposed Greenways in dashed green lines. In Figure 4-2, existing Greenway numbers have a black background and potential Greenway extension numbers have a green background. Dashed black lines are dirt roads.

Figure 4-1 Wamboin/Bywong Greenways Context

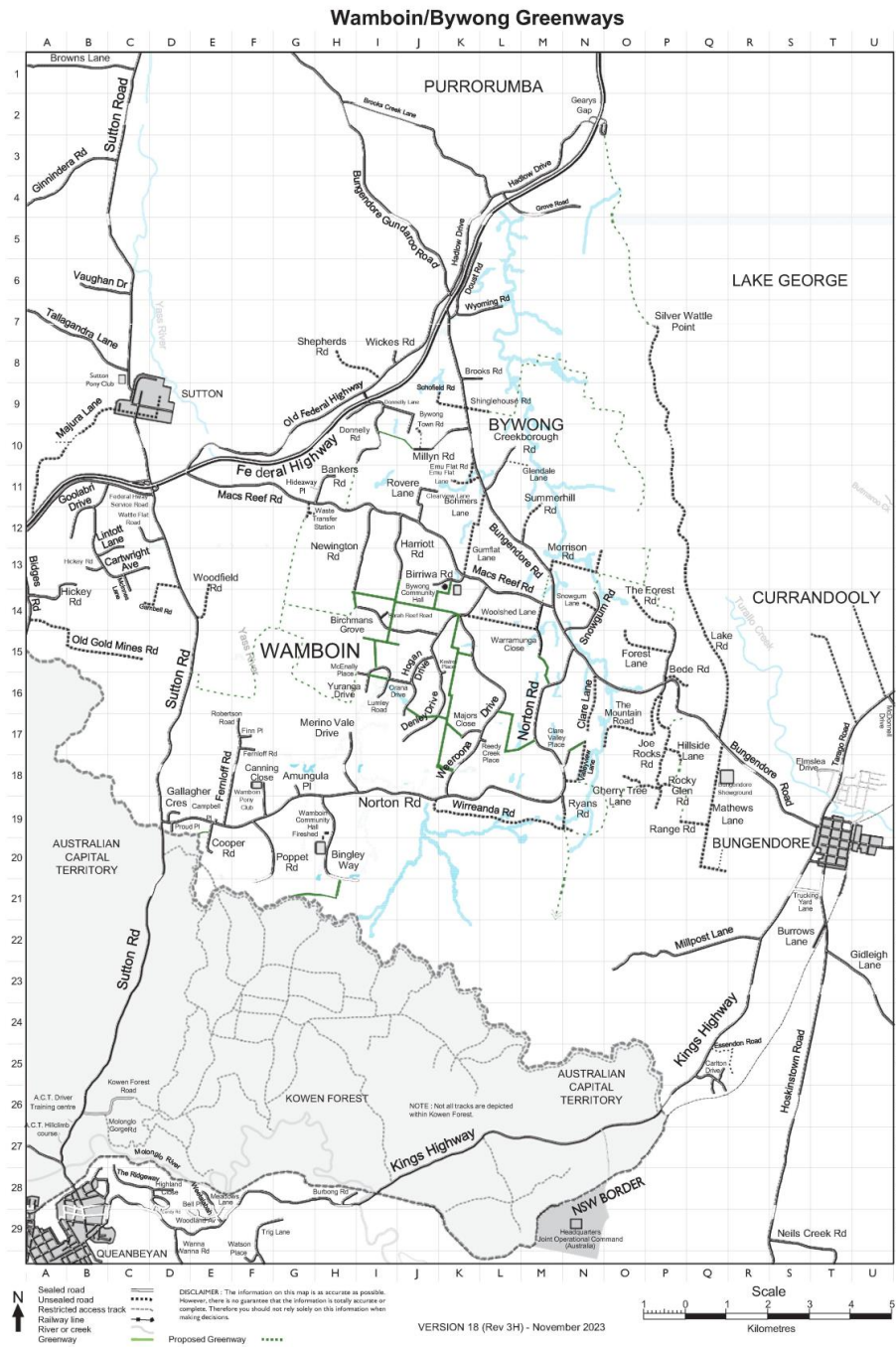


Figure 4-2 Wamboin/Bywong Greenways Network

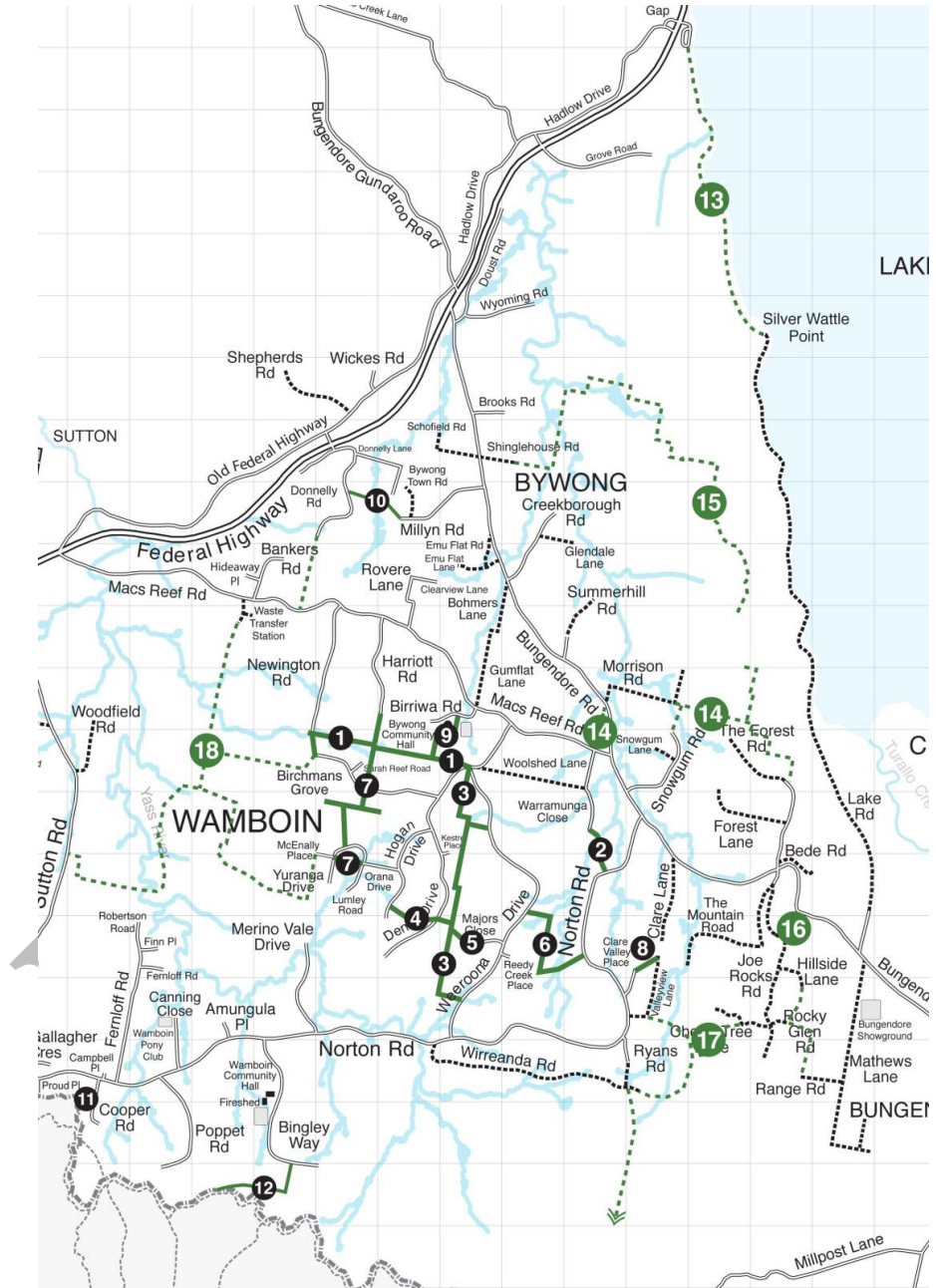


Table 4-1 – Greenways Identification

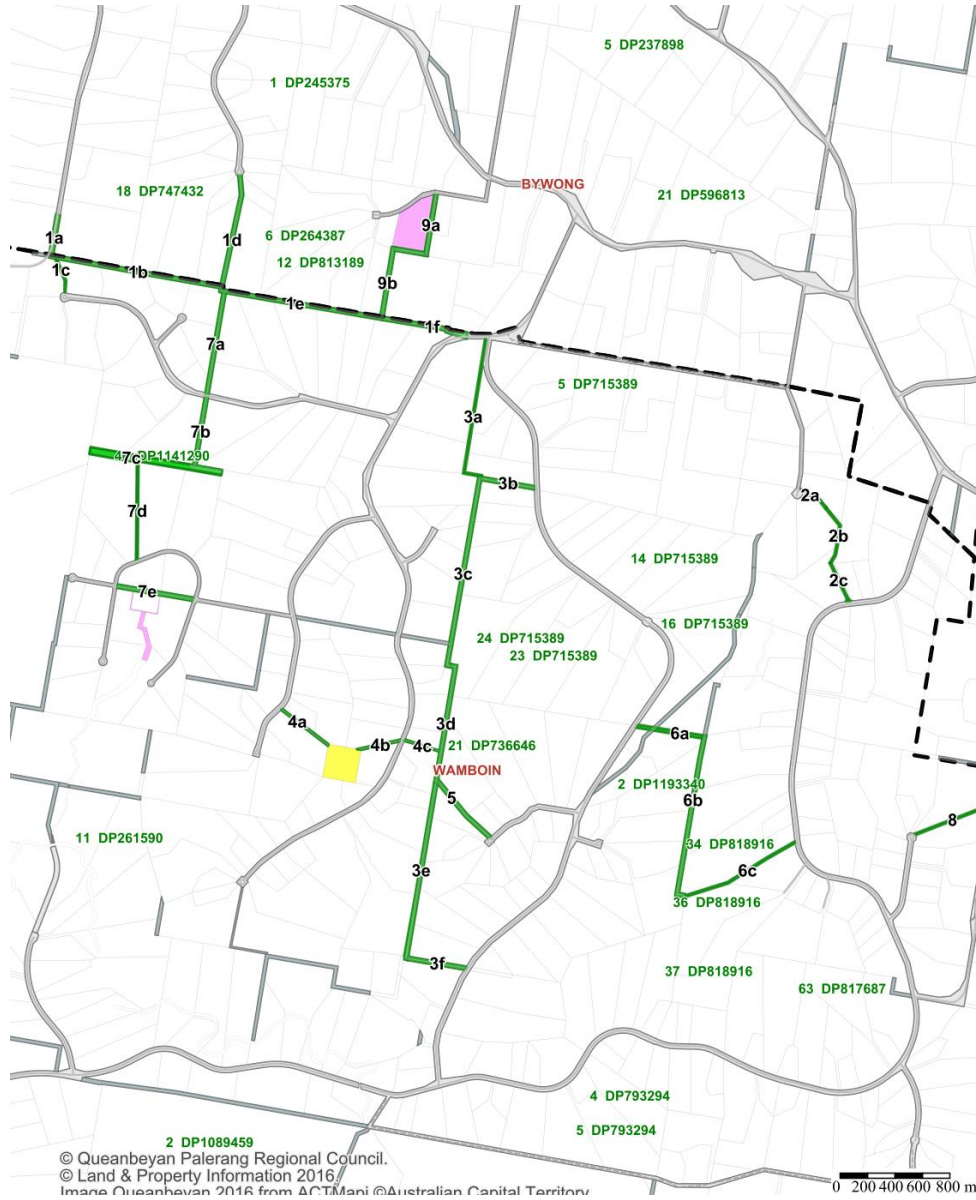
Greenways are marked on the QPRC cadastral map

<https://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Online-Mapping>, and the segments are labelled as below.

Section	ID	Segment	Status
End of Newington Rd ( <i>to be deleted as has now been developed as a road</i> )	1	1a	Council land
End of Newington Rd to end of Harriott Rd	1	1b	Council land
End of Birchmans Grove to end of Newington Rd	1	1c	Council land
Harriott Road extension	1	1d	Council land
Harriott Road extension to T-junction	1	1e	Council land
T-junction to Denley Drive	1	1f	Council land
Warramunga Close to Norton Road	2	2a/2b/2c	Council land
Denley Drive to back of 441 Weeroona Dr	3	3a	Council land
Beside 441 Weeroona Dr	3	3b	Council land
Back of 441 Weeroona Dr to Weeroona Dr south	3	3c/3d/3e/3f	Council land
Hogan Drive to Millpost Hill	4	4a	Council land
Millpost Hill	4		Crown land
Millpost Hill to Denley Drive	4	4b	Council land
Denley Drive to Greenway 3	4	4c	Council land
Greenway 3 to Majors Close	5	5	Council land
254 Weeroona Drive to 1203 Norton Road	6	6a/6b/6c	Council land
Harriott Rd extension to Birchmans Grove	7	7a	Council land
Birchmans Grove to Yuranga Drive	7	7b/7c/7d	Council land
Yuranga Dr to Yuranga Dr past community bore	7	7e	Council land
Clare Valley Place to Valley View Lane	8	8	Council land
Birriwa Road to back of Les Reardon Reserve	9	9a	Council land
Les Reardon Reserve to T-junction	9	9b	Council land
Millynn Rd to Donnelly Rd (middle section)	10		Council land
Cooper Rd to Kowen Forest	11		Council land
Bingley Way to forest (road)	12	12a	Council land
Forest to ACT border	12	12b	Crown land



Figure 4-3 Segment numbers on QPRC Online Mapping System



## 4.2 Potential for Extending the Greenways Network

It is desirable to extend the Greenways Network where possible and, arising from discussions with community groups actively using the Greenways, this section identifies possible network extensions within the Wamboin/Bywong area. There is no timeframe attached to the development or inclusion of any particular segment. The segments are simply identified here (refer to Figure 4-2) to assist Council in planning future development in the area and responding to matters relating to the disposition and management of crown lands.

[Council has been asked to advise on the viability of the potential extensions.]

It is appreciated that some of the possible extensions listed here are unmade crown roads running through freehold properties, and that this has implications for extending the Greenways Network there.

- a) Possible connection from Lake George lookout at Gearys Gap towards the escarpment (Segment 13)
- b) Possible connection from Woolshed Lane across Macs Reef Road to Morrison Road and then connection to Snowgum Road (Segment 14)

Property owners have advised that Morrison Road is private property, as is a section of crown road south of Alchin Lane, potentially excluding connecting Woolshed Lane to Morrison Road via Alchin Lane.

Possible connection from the end of Snowgum Road to The Forest Road

- c) Possible connection from the end of Brooks Road to the escarpment overlooking Lake George (Segment 15)
- d) Possible use of the Road Reserve from Joe Rocks Road to the old quarry along Bungendore Road, for connection down the escarpment to the Bungendore Showground (Segment 16)
- e) Possible connection from development off the eastern end of Wirreanda Road to the current Greenways network (Segment 17)
- f) Possible connections to Sutton Road and Macs Reef Road from the ends of Newington Road, Birchmans Grove, McEnally Place and Robertson Road (Segment 18)

- g) Possible Greenway from the end of Donnelly Road to Macs Reef Road (unnumbered in Fig 4-2)

### 4.2.1 Crown Roads

Crown roads are the backbone of our Greenways network. The NSW Government is the roads authority for crown roads, not Council. Under the *Roads Act 1993*, a crown road may be transferred to Council without the consent of Council. That said, the NSW Government's policy is to consult with Council about any such proposal. Except in circumstances specified in Council's *Crown Road Management Policy* (adopted 22 November 2023), Council will oppose the transfer of a crown road to Council. It is desirable that Council refer any proposed crown road closures or transfers to the Greenways s.355 Committee to ensure that appropriate consideration is given to any impacts these may have on Greenways planning or management.

Furthermore, it is noted that Council's *Crown Road Management Policy* states, at section 6.8 'When Council is notified of proposed Crown Road Closures, or sale that have a border, or provide immediate access to ... part of the existing or proposed Bywong/Wamboin Greenways network it will object to the sale and notify the 355 Committee responsible for the Greenways'.

When crown road closures are proposed for other parts of the LGA, that could potentially become Greenways, it would be productive for Council to consider the option of them becoming Greenways in those areas, instead of being closed, where such action would enhance access to recreational opportunities and/or biodiversity enhancement.

#### 4.2.2 Rural Residential Subdivision

Future subdivision proposals should involve consultation with the Greenways Committee so that any associated Greenway connectivity options can be identified and explored.

DRAFT

## Appendix 1 Weeds of Wamboin – interim list\*

Paul Downey and Luke Downey

The table below is an interim list of 96 species that have naturalised and/or invaded the local area and is based on observations made across the Wamboin-Bywong area. Also see the Canberra Nature Map field guide which has photos of these species (<https://canberra.naturemapr.org/Locations/Guide/1005/431?1=1>).

Common Name	Scientific Name	Plant type	Common Name	Scientific Name	Plant type
Capeweed	<i>Arctotheca calendula</i>	Herb	Black-berry Nightshade	<i>Solanum nigrum</i>	Herb
			Three-flowered		
Asparagus	<i>Asparagus officinalis</i>	Herb	Nightshade	<i>Solanum triflorum</i>	Herb
Shepherd's Purse	<i>Capsella bursa-pastoris</i>	Herb	Chickweed	<i>Stellaria media</i>	Herb
Common Centaury	<i>Centaureum erythraea</i>	Herb	Dandelion	<i>Taraxacum officinale</i>	Herb
Branched Centaury	<i>Centaureum tenuiflorum</i>	Herb	Yellow Hawkweed	<i>Tolpis barbata</i>	Herb
Mouse-ear Chickweed	<i>Cerastium glomeratum</i>	Herb	Wandering Jew	<i>Tradescantia fluminensis</i>	Herb
Chamomile Daisy	<i>Chamaemelum nobile</i>	Herb	Oyster Plant	<i>Tragopogon porrifolius</i>	Herb
Fat Hen	<i>Chenopodium album</i>	Herb	Haresfoot Clover	<i>Trifolium arvense</i>	Herb
Lance-leaf Coreopsis	<i>Coreopsis lanceolata</i>	Herb	Hop Clover	<i>Trifolium campestre</i>	Herb
Common Thornapple	<i>Datura stramonium</i>	Herb	Yellow Suckling Clover	<i>Trifolium dubium</i>	Herb
Stinkwort	<i>Dittrichia graveolens</i>	Herb	Clustered Clover	<i>Trifolium glomeratum</i>	Herb
Paterson's Curse	<i>Echium plantagineum</i>	Herb	White Clover	<i>Trifolium repens</i>	Herb
Viper's Bugloss	<i>Echium vulgare</i>	Herb	Subterranean Clover	<i>Trifolium subterraneum</i>	Herb
Fleabane	<i>Erigeron bilbaeanus</i>	Herb	Giant Mullein	<i>Verbascum Thapsus</i>	Herb
Flaxleaf Fleabane	<i>Erigeron bonariensis</i>	Herb	Green Mullein	<i>Verbascum virgatum</i>	Herb
Canadian Fleabane	<i>Erigeron canadense</i>	Herb	Purple-top	<i>Verbena incompta</i>	Herb
Long Storksbill	<i>Erodium botrys</i>	Herb	Creeping Speedwell	<i>Veronica persica</i>	Herb
Common Storksbill	<i>Erodium cicutarium</i>	Herb	Greater Periwinkle	<i>Vinca major</i>	Herb
Egg-leaf Spurge	<i>Euphorbia oblongata</i>	Herb	Saffron Thistle	<i>Carthamus lanatus</i>	Thistle
Petty Spurge	<i>Euphorbia peplus</i>	Herb	Spear Thistle	<i>Cirsium vulgare</i>	Thistle
Wall Fumitory	<i>Fumaria muralis</i>	Herb	Scotch Thistle	<i>Onopordum acanthium</i>	Thistle
Cleavers	<i>Galium aparine</i>	Herb	Prickly Sowthistle	<i>Sonchus asper</i>	Thistle
Cudweed	<i>Gamochaeta calviceps</i>	Herb	Common Sowthistle	<i>Sonchus oleraceus</i>	Thistle
Cranesbill Geranium	<i>Geranium molle</i>	Herb	Delicate Hairgrass	<i>Aira elegantissima</i>	Grass
St John's Wort	<i>Hypericum perforatum</i>	Herb	Quaking Grass	<i>Briza maxima</i>	Grass
Smooth Catsear	<i>Hypochaeris glabra</i>	Herb	Shivering Grass	<i>Briza minor</i>	Grass
Catsear	<i>Hypochaeris radicata</i>	Herb	Soft Brome	<i>Bromus hordeaceus</i>	Grass
Prickly Lettuce	<i>Lactuca seriola</i>	Herb	Panic Veldtgrass	<i>Ehrharta erecta</i>	Grass
Henbit	<i>Lamium amplexicaule</i>	Herb	African Lovegrass	<i>Eragrostis curvula</i>	Grass
Common Peppergrass	<i>Lepidium africanum</i>	Herb	Yorkshire Fog	<i>Holcus lanatus</i>	Grass
Corn Toadflax	<i>Linaria arvensis</i>	Herb	Perennial Ryegrass	<i>Lolium perenne</i>	Grass
Pelisser's Toadflax	<i>Linaria pelisseriana</i>	Herb	Annual Ryegrass	<i>Lolium rigidum</i>	Grass
Scarlet Pimpernel	<i>Lysimachia arvensis</i>	Herb	Serrated Tussock	<i>Nassella trichotoma</i>	Grass
Dwarf Mallow	<i>Malva neglecta</i>	Herb	Common Wheat	<i>Triticum aestivum</i>	Grass
Horehound	<i>Marrubium vulgare</i>	Herb	Squirrel Tail Fescue	<i>Vulpia bromoides</i>	Grass
					Grass
Red-flowered Mallow	<i>Modiola caroliniana</i>	Herb	Umbrella Sedge	<i>Cyperus eragrostis</i>	(sedge)
					Shrub
Yellow-and-Blue Forget-me-not	<i>Myosotis discolor</i>	Herb	Spanish Lavender	<i>Lavandula stoechas</i>	(small)
Nemesia	<i>Nemesia strumosa</i>	Herb	Buddleja	<i>Buddleja davidii</i>	Shrub
					Shrub
Lesser Broomrape	<i>Orobanche minor</i>	Herb	Cotoneaster	<i>Cotoneaster glaucophyllus</i>	Shrub
Rough Poppy	<i>Papaver hybridum</i>	Herb	Scotch Broom	<i>Cytisus scoparius</i>	shrub
Red Bartsia	<i>Parentucellia latifolia</i>	Herb	Cape Broom	<i>Genista monspessulana</i>	Shrub
Proliferous Pink	<i>Petrorhagia nanteuilii</i>	Herb	Kohuhu	<i>Pittosporum tenuiflorum</i>	Shrub
Ribwort Plantain	<i>Plantago lanceolata</i>	Herb	Sweet Briar	<i>Rosa rubiginosa</i>	Shrub
Wireweed	<i>Polygonum aviculare</i>	Herb	Blackberry	<i>Rubus anglocandicans</i>	Scrambler
Sheep Sorrel	<i>Rumex acetosella</i>	Herb	Japanese Honeysuckle	<i>Lonicera japonica</i>	Vine
Wild Sage	<i>Salvia verbenaca</i>	Herb	Honey Locust	<i>Gleditsia triacanthos</i>	Tree
Field Madder	<i>Sherardia arvensis</i>	Herb	Apple / Crab Apple	<i>Malus pumila</i>	Tree
Tomato	<i>Solanum lycopersicum</i>	Herb	Radiata Pine	<i>Pinus radiata</i>	Tree

\*This list was published in the Wamboin Whisper in November 2020. Thank you to Paul Downey for permission to use it in this Plan.

## Appendix 2 QPRC Bywong/Wamboin Greenways s.355 Committee - Assessment of Greenways Works

Works are identified by the Committee in recommended order of priority. Refer to Greenways maps (Figures 4-2 and 4-3) and Table 4-1 to locate and identify segments.

### Indicative costs\*

Major works	\$21,000 (segments 6 and 2)
Minor works	\$3,500
Maintenance	\$3,000
Other	\$5,600 – Biodiversity project

\* Major works and costs relate to activities on Greenway segment 6 (1(a) below refers) and segment 2 (4(a) below refers) and are based on independent quotes obtained in October 2023.

The minor works costs and maintenance costs are indicative and would need to be confirmed.

### Major Works

#### 1. Segment 6a, 254 Weeroona Drive

(This is immediately north of 244 Weeroona Drive).

Two creek crossings, the second of which is almost completely washed out.

The worst section has eroded to the extent that the pathway is dangerous and probably needs to be closed. A temporary bypass has been identified and signposted but it is only suitable for walkers and is not suitable for vehicular access and possibly horses. In the long term this is a safety issue and solutions to the problem of ongoing erosion require further detailed investigation by Council.

Two quotes to repair the damage were obtained in October 2023. The higher quote (\$15,590.00 GST inclusive) would allow for the following works: excavate causeway, import fill recompact and re-construct to levels; supply and install 4.8m x 900mm concrete culvert with headwalls; supply and place recycled asphalt causeway surface; and surface downstream embankment with 100mm concrete. The lower quote (\$12,320.0 GST inclusive) proposed less comprehensive works and did not include the cost of sourcing the required rock fill.

#### 2. Segment 4c, below Denley Drive

The segment of Greenway 4 between Denley Drive and the intersection with Greenway 3 appears to be very narrow, less than 5m in parts. This segment should be ~10m wide along its entire length. The correct location of boundary fencing needs to be verified and neighbours need to be notified by Council to rectify appropriate alignment.

#### 3. Segment 3d, north of Greenway 4

North of junction with Greenway 4. Three sections with serious mud, requiring users to go around. A detailed assessment to identify the most appropriate option to address the issues needs to be undertaken. A short term fix could involve the use of a bobcat to top the wettest parts of the track with gravel and to cut drains or to re-route the track around the worst spots. A quote will be required to establish the indicative cost. Following appropriate assessment and the boundary issues are resolved depending on the cost this work could be undertaken as a community working bee.

#### 4. Segment 2a, downhill from Warramunga Close

There are two crossings across Reedy Creek downhill from Warramunga Close that require all weather passage. Due to the recent rainfall the Reedy Creek has been flowing and remains very wet. Detailed investigations (perhaps by Council) into options including installation of causeways, bridges or culverts are required.

A works quote, obtained in October 2023 (\$4,840.00 GST inclusive) by the Committee, proposed filling the crossing with recycled concrete - 90mm in size, to make an access path for wet weather conditions and costs were inclusive of machinery, labour and materials.

### Small Works

The Committee has identified the following small works:

#### 1. Segment 9b – gate at back of Les Reardon Reserve

A dip needs to be filled in where Greenway 9 enters the south gate of Les Reardon Reserve.

#### 2. Segment 7a – north of Birchmans Grove

A wetland near the source of Black Joes Creek on Greenway 7 needs to be protected. The recent rainfall has highlighted this problem. Options may include re-routing the track which may involve encroachment on neighbours' property or close that part of the Greenway when it is very wet. A further higher cost option could involve the construction of a boardwalk which would require Council investigation and design.

#### 3. Provision of Council Greenways signs at key access locations

### Ongoing Maintenance

#### a) Mowing

#### b) Weed management

- State and Regional Priority Weeds – Council responsibility. Blackberries are of most concern in terms of impact on the use and amenity of the Greenways. Complaints from residents refer to Segments 1b, 3c and 7a.
- Other weeds – of most concern is the widespread infestation of Sifton Bush, but recent rains have also seen significant infestations of wild roses and thistles, at times impeding passage along areas of Greenways. Complaints from residents refer to all Greenways and Millpost Hill in particular.

#### c) Path erosion

The continuing wet weather through 2022 and consequent water run off has resulted in serious erosion on a number of Greenway segments resulting in potential safety issues for users. Segment 1b was identified by a resident.

#### d) Fallen trees and branches and clean up after storms

The Committee will identify the most pressing areas that require maintenance and inform Council on a regular basis.

## Other projects

Wamboin/Bywong Greenways biodiversity assessment and community engagement for Greenways as a biodiversity corridor.

The Greenways were also gazetted for the conservation of flora, fauna and native habitat and as wildlife corridors. [Can Council please confirm that this is accurate.]

This project would catalogue the biodiversity assets of the Greenways in the community. A cost estimate of \$5,600 (GST inclusive) was provided by a professional ecologist to undertake this work.

DRAFT

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

28 AUGUST 2024

ITEM 9.2 BYWONG/WAMBOIN GREENWAYS MASTER PLAN

ATTACHMENT 2 STAFF ADVICE - GREENWAYS MASTER PLAN



### **Council staff response to Greenways Master Plan Questions**

#### **Question: 2.1 Use of Greenways (page 6).**

a) the Greenways are provided for pedestrian, equestrian and bicycle traffic only. The use of motorised vehicles on dedicated Greenways (as distinct from roadside verges that provide links between dedicated Greenways) is specifically discouraged and, where possible, prohibited. Note that NSW legislation provides that electric bicycles and scooters are treated as pushbikes. That means that electric bicycles and scooters are permitted on the Greenways as long as their power/maximum speeds accord with NSW regulations. Restrictions would also exclude maintenance vehicles (including mowers) and emergency vehicles.

***[Council advice (pending) has been requested regarding the applicable regulations or by-laws.]***

#### **Staff response:**

Council policy is that the Greenways network should only be used by pedestrians, equestrian and mountain bikes traffic only. Council has previously erected Greenways signs informing users that motor vehicles and motor bikes are prohibited on the Greenways. A \$110 on the spot Fine would apply.

The use of 4WD and trailbikes damage the vegetation and the removal of erosion control logs has occurred. This increased trampling and has causing soil erosion and created excessive noise in the area.

The Greenways network should only be accessed by maintenance vehicles (including Mowers) and emergency vehicles such as NSW Rural Fire Service and NSW Ambulance.

Council does not support the use of motorised vehicles using the Greenways to access residential dwellings.

#### **Question: 2.2 Works Program (page 7)**

The ongoing maintenance and development of the Greenways network is dependent on Council funding allocations or grants from other sources. To date the network has been maintained through s.355 Committee recommended works programs undertaken by Council and/or local volunteer and user groups.

The current works program identified by the Committee (at Appendix 2) revolves around specifically identified segments of the network and focuses on:

- a) stemming water erosion, with provision of appropriate drainage or step terracing as required
- b) revegetation plantings
- c) removal of weeds (***list of weeds at Appendix 1\****) and management of native invasive species for example Sifton Bush;
- d) mowing/slashing grass
- e) additional signage and general public awareness
- f) access and safety (removing fallen trees from tracks)

**\* [Council advice (pending) has been requested on a key subset of problematic species which can be managed on the Greenways by Council action (eg spraying) and volunteer working groups.]**

**Staff response:**

Regarding the list of weeds in Appendix 1. None of these are priority biosecurity weeds.

Council does a small amount of work on weed reduction on Serrated tussock, Blackberry and St. John's work as resources and access allow. It should be noted that the Greenways Network are very difficult to access.

The native Sifton bush (*Cassinia sifton*) in the NSW Local Land Service - Land Management Code, invasive native species Sifton bush is not listed as an invasive species for the South East Region. Approval may be required to remove it. There is also another native *Cassinia* (*Cassinia aculeata*) both these species are widespread in the area and across QPRC.

If volunteers are undertaking spraying on the Greenways network, compliance with the *NSW Pesticides Act 1999* and Council's pesticide use and other policies is required.

**Question: 4 The Greenways Network (page 10).**

For the purposes of the *Local Government Act 1993* (NSW), the greenways are designated a natural area for community use and the natural area is further designated as bushland.

**[Council has been asked to confirm that this statement remains accurate]**

**Staff response:**

Most of the Greenways network are Council road reserves (dirt pathways). It should also be noted that several of the Greenways marked on maps are Crown roads which fall under the *NSW Roads Act*. At the 22 November 2023 Meeting (**Resolution 501/23**) Council adopted the Crown Road Management Policy.

Some of these road reserves have been identified as Council owned community land. They have an address and Lot & Deposited Plan (DP). Under the *Local Government Act 1993* these lots are required to be placed into a Plan of Management and included in Natural Area (Bushland) category.

**Question: 4.2 Potential for Extending the Greenways Network (page 15).**

It is desirable to extend the Greenways Network where possible and, arising from discussions with community groups actively using the Greenways, this section identifies possible network extensions within the Wamboin/Bywong area. There is no timeframe attached to the development or inclusion of any particular segment. The segments are simply identified here (refer to Figure 4-2) to assist Council in planning future development in the area and responding to matters relating to the disposition and management of crown lands.

**[Council has been asked to advise on the viability of the potential extensions.]**

**Staff response:**

Potential expansion of the Greenways Network is reliant on the availability of Crown land and unused road reserves. Council's Rural Lands Strategy (2017) identifies where additional rural residential development may be appropriate. Through the scoping and planning proposal processes Council will identify the Master Plan as a strategic document that is required to be addressed prior to any amendment to the Queanbeyan-Palerang Regional Local Environmental Plan 2022.

**Other projects (page 20)**

Wamboin/Bywong Greenways biodiversity assessment and community engagement for Greenways as a biodiversity corridor. The Greenways were also gazetted for the conservation of flora, fauna and native habitat and as wildlife corridors.

***[Can Council please confirm that this is accurate.]***

**Staff response:**

Council is not aware that the Greenways have been gazetted for the conservation of flora, fauna and native habitats. Some have conservation values and Endangered Ecological Community (EEC) identification guides in parts of the Greenways.

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

28 AUGUST 2024

ITEM 9.3            ABBEYFIELD PROJECT BRIEFING

ATTACHMENT 1    STRONGER COMMUNITIES FUNDING ACQUITTAL



Your Ref: A756839  
Our Ref: 51.1

26 February 2021

Mr Owen Cox  
Acting Manager, Program Delivery  
NSW Office of Local Government  
Locked Bag 3015  
NOWRA NSW 2541

Dear Mr Cox

**Stronger Communities Fund / New Council Implementation Fund Acquittal  
and Request for Extension**

I refer to your letter of 22 January 2021 in relation to the acquittal of grant monies disbursed to Council under the NSW Government's Stronger Communities Fund (SCF) and the New Council Implementation Fund (NCIF) programs.

Council was pleased to receive \$15m funding in Round 1 of the SCF and NCIF in 2016 and a further \$2,089,560 and \$3.5m respectively in Round 2 in 2018 to assist in implementing the merger of the former Queanbeyan City and Palerang Councils to form Queanbeyan-Palerang Regional Council in May 2016.

Please find attached the acquittals for the grants received, subject to the exclusion below.

The project "Lascelles St, Braidwood, upgrade" which was allocated funding by Council within the \$10m SCF Round 1 as a major infrastructure project, is on track to be completed by December 2021, as explained in my letter to you dated 22 February 2021.

Council very much appreciates the significant support provided by the NSW Government and seeks your approval for an extension until 31 December 2021 to acquit the Lascelles St, Braidwood, upgrade project within the SCF grant.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Peter Tegart', written over a white background.

**Peter Tegart**  
Chief Executive Officer  
**Queanbeyan-Palerang Regional Council**

**OFFICES**  
144 Wallace St, Braidwood  
10 Majara St, Bungendore  
256 Crawford St, Queanbeyan

**POSTAL**  
PO Box 90, Queanbeyan NSW 2620

**PHONE**  
P: 1300 735 025

**EMAIL/WEB**  
W: [www.qprc.nsw.gov.au](http://www.qprc.nsw.gov.au)  
E: [council@qprc.nsw.gov.au](mailto:council@qprc.nsw.gov.au)

ABN 95 933 070 982



SCF Round 1 (2016) and Round 2 (2017, 2018, 2019) Final Project Report

Council details

Council: Queanbeyan-Palerang Regional Council

Project details

Project title: Stronger Communities Fund Round 1 – 2016 and Round 2 (2017, 2018 and 2019)

Project start date: 2016/17

Project end date: 31/12/2020

Project location: QPRC Local Government Area

Project summary: QPRC was granted \$10m from the NSW Government following the 2016 amalgamation. QPRC offered \$1m of the funding to community groups for grants of up to \$50,000 each through a competitive application process. The remaining \$9m was allocated to Council-initiated major infrastructure projects.

Project objectives:

1. To fund projects from incorporated community groups and s.355 committees up to \$50,000 each within a total of \$1m.
2. To ensure that approved projects could not have commenced without the funding.
3. To fund QPRC-initiated major infrastructure projects from the remaining \$9m.

Project outcomes:

1. There were 104 applications received from community groups following extensive advertising. All were formally assessed by an Assessment Panel.
2. Forty-two incorporated community groups received grants of up to \$50,000 each for a wide range of cultural, sporting, social services, educational and environmental projects.
3. A further 27 community projects received funding in Round 2.

Project funding and expenditure details

Grant funding source: SCF Round 1 (2016) and SCF Round 2 (2017, 2018, 2019)

Grant funding recipient (if NGO): NA

Grant funding allocation: \$10,000,000



SCF Round 1 (2016) and Round 2 (2017, 2018, 2019) Final Project Report

Grant funding expenditure: \$10,000,000  
Project progress photographs To be provided separately

Approved Community Grants – Round 1

No.	Recipient	Community Project	Project Status
1	Queanbeyan Landcare	Formation of Friends of Mt Jerrabomberra and Stringybark Ridge Bushcare Group to assist in caring for the reserves	Completed
2	Wamboin Community Association	Wamboin “Drop In” Activity Group to be held on Thursday mornings	Completed
3	Wamboin Community Association	Installation of audio visual equipment at the Wamboin Community Hall	Completed
4	Royalla Common s.355 Committee	Completion of Royalla Community Hall including internal fit-out, insulation, electricals, painting and heating	Completed
5	Braidwood Showground Reserve Trust s.355 Committee	Completion of Pavilion and multiple other projects by user-groups e.g. Polocrosse, Rodeo, Pony Club, Campdraft and Show Society	Completed
6	Lions Club of Queanbeyan	Queanbeyan Lions Centenary Legacy Project – upgrade of Apex Playground to include equipment for children with special needs, especially mobility issues.	Completed
7	Queanbeyan District Cricket Club	Queanbeyan Cricket Pavilion Improvements – replace temporary walkways with concrete steps	Completed
8	Queanbeyan District Cricket Club	Queanbeyan District Cricket Club Tower Clock	Completed
9	Valmar Support Services Ltd	Linking Community Service Provision for Sustainable Flexibility – enhancement of existing programs to ensure consumer directed social outings and connections	Completed
10	Royalla Country Fair Association Inc	Power to the Royalla Country Fair	Completed
11	Wamboin Community Association	“Littlish Libraries” for Wamboin, Bywong and Sutton communities – a community book swap using donated books	Completed
12	Burra Community Association and Burra Cargill Park s.355 Committee	Enhancements to Burra/Cargill Park and Hall	Completed
13	Nerriga Progress and Sporting Association	Painting and refurbishing of exterior and parts of Nerriga Community Hall	Completed
14	Queanbeyan and District Preschool Association	Solar Gain – purchase of 40 solar panels, two inverters and install two solar power systems on Harris Park and Waratah preschools	Completed



SCF Round 1 (2016) and Round 2 (2017, 2018, 2019) Final Project Report

15	Monaro Panthers Football Club	Community Football Support to QPRC schools to deliver support programs and opportunities for youth to play sport	Completed
16	Bungendore Preschool	Renovating existing bathroom facilities	Completed
17	Molonglo Rail Trail	Captains Flat Bike Park providing a bicycle pump/BMX track and bike skills park	Completed
18	Majors Creek Festival Inc	Waste Recovery and Landcare partnerships at a public event – reduce waste to landfill and increase recycling of recovered material	Completed
19	Italian Community Festival Inc	Casa d'Italia – construction of new Italian Community Hall	Completed
20	Googong Residents Association	Construction of new Googong Dog Park	Completed
21	Bywong Community Association and Les Reardon Reserve s.355 Committee	Safe Facilities Access for the Les Reardon Reserve – improve access and fences to increase safety	Completed
22	Bungendore Showground Trust	Upgrading and rationalising the exhibition hall and undercover facilities	Completed
23	Bungendore War Memorial Hall	Replacement of windows and restoration of window surrounds, and repainting the hall	Completed
24	Braidwood Regional Arts Group (BRAG)	Enhancing community access and opportunity at the Braidwood Community Arts Centre	Completed
25	Braidwood Recreation Ground s.355 Committee	Furnishing the newly acquired canteen and club room at the Recreation Ground	Completed
26	Braidwood National Theatre and Community Centre s.355 Committee	Braidwood National Theatre and Community Centre building insulation and refurbishment	Completed
27	Braidwood and District Historical Society	Museum Archival Storage project	Completed
28	Gundillion Recreation Reserve Trust	Co-funding for telecommunications tower at Gundillion, Krawarree	Completed
29	Campbell Street Children's Centre	Bathroom renovation and re-fencing of service outdoor playgrounds	Completed
30	1 <sup>st</sup> Bungendore Scout Group	Construction of a Scout and Community Hall in Bungendore	Completed
31	HOME in Queanbeyan	Extending HOME – Giving Hope	Completed
32	Queanbeyan Tigers Australian Football Club	Upgrade of oval lighting at Allinsure Park (Margaret Donohue Sporting Complex) Queanbeyan	Completed
33	Queanbeyan and District Historical Museum Society	Queanbeyan Museum Rural Display Redevelopment: Conservation, Interpretation and Protection Works	Completed
34	Braidwood Men's Shed	Triple garage	Completed
35	Queanbeyan Little Athletics Centre	Moving QLAC into the 21 <sup>st</sup> Century	Agreement not signed by QLAC –





SCF Round 1 (2016) and Round 2 (2017, 2018, 2019) Final Project Report

			no funding provided.
36	Queanbeyan District Girl Guides	Queanbeyan Girl Guides Facility Upgrade	Completed
37	Braidwood Urban Landcare Group	Flood Creek Community Recreation Precinct	Completed
38	Queanbeyan Art Society	Extension to Queanbeyan Art Society	Completed
39	EveryMan Australia Inc	Regional partnerships in preventing domestic and family violence	Completed
40	Karabar Preschool	Office area renovation	Completed
41	Queanbeyan Park Tennis Club	Disability access project	Completed
42	Queanbeyan Netball Association	Resurfacing Queanbeyan netball courts	Completed
43	Queanbeyan Children's Special Needs Group	Group Therapy Room, 1 Thorpe Ave, Queanbeyan	Completed

Round 2 (2017, 2018, 2019)

44	State Emergency Service	Replacement of SES Queanbeyan Roller Doors	Completed
45	NSW Athletic League	Running of the 2018 Queanbeyan Gift athletic race	Completed
46	Queanbeyan Golf Club	Queanbeyan Golf Club upgrades in preparation for the 2019 NSW Women's Golf Open	Completed
47	Harmonie German Club	Assistance in running Oktoberfest 2018/19	Completed
48	Harmonie German Club	Assistance in running Oktoberfest 2017	Completed
49	Braidwood Writers Festival	Conduct of Festival 2019 promoting local writers	Completed
50	Bungendore Country Women's Association	Bungendore CWA – electrical upgrade to improve safety	Completed
51	Googong Sports and Recreation Club	Assistance with fees for lodging development application	Completed
52	Bungendore School P&C Association	Bungendore School P&C Smart Board project – purchase of laptops and trolleys	Completed
53	Majors Creek Recreation Reserve Crown Land Manager Board	Majors Creek Recreation Ground upgrades	Completed
54	Queanbeyan Rugby Union Football Club	Queanbeyan Whites Change Room upgrade, new gymnasium and disabled toilets	Completed
55	Queanbeyan Children's Special Needs Group	Treehouse Special Needs Group – assistance for children with special needs	Completed
56	Captains Flat Rural Fire Service	Captains Flat RFS new shed – additional contribution to construction	Completed
57	Bungendore Racecourse Showground Trust	Bungendore Showground Arena upgrade	Completed
58	1 <sup>st</sup> Tinderry Scout Group	1 <sup>st</sup> Tinderry Scout Group	Completed



SCF Round 1 (2016) and Round 2 (2017, 2018, 2019) Final Project Report

59	Braidwood Community Radio	Braidwood radio tower	Completed
60	Meals on Wheels Queanbeyan	Assistance with development costs	Completed
61	Wamboin Hall s.355 Committee	Wamboin Community Hall improvements to entrance and carpark	Completed
62	Royalla Common s.355 Committee	Improvements to facilities on Royalla Common	Completed
63	Bungendore Tigers Rugby League Football Club	Upgrade to Bungendore Tigers clubhouse	Completed
64	House of Tartans	Design of new Queanbeyan tartan and making of kilt	Completed
65	Queanbeyan and District Rodeo Association	Conduct of annual Queanbeyan Rodeo	Completed
66	Queanbeyan East Public School P&C Association	Support the school projects associated with \$9m upgrade	Completed
67	Bungendore YMCA	Assistance with fit out for new YMCA Bungendore	Completed
68	HOME in Queanbeyan	Support provision of temporary accommodation for people in need	Completed
69	Ricky Stuart House Ltd	Feasibility study and planning for a new supported independent living model in Queanbeyan	Completed
70	Braidwood Men's Shed	Purchase of materials	Completed

Major Infrastructure Projects

No.	Approved Project	Project Status
1	Public toilet block at Araluen Recreation Ground Reserve	Completed
2	Upgrades to Braidwood, Bungendore and Captains Flat swimming pools	Completed
3	Town Centre improvements - Braidwood	Completed
4	Town Centre improvements - Bungendore	Completed
5	Rusten House – complete restoration of a dilapidated heritage listed building to be used as a community arts centre for Queanbeyan	Completed
6	Abbeyfield Bungendore – location and construction	Project is currently being relocated to a new site due to the proposed new Bungendore High School taking over the original location
7	Dog Park Googong	Completed
8	Refurbish Karabar netball courts	Completed
9	Wet play area at Queanbeyan Aquatic Centre	Completed
10	Queanbeyan Showground grandstand restoration	Completed
11	Seiffert Oval lights	Completed



SCF Round 1 (2016) and Round 2 (2017, 2018, 2019) Final Project Report

12	Braidwood Recreation Ground Stage 2	Completed
13	Bungendore Recreation Ground Stage 1 (Bungendore Sports Hub)	Completed
14	River path including low level footbridge in Queanbeyan	Completed
15	Karabar streetscape improvements, commercial precinct	Completed
16	Queanbeyan Park central playground equipment	Completed
17	Glebe Park playground	Completed
18	Henderson Road Recreation Area	Completed
19	Seiffert Oval spectator entrance improvements	Completed
20	Upgraded community facilities at Captains Flat	Completed
21	Lascelles St, Braidwood, upgrade	Project not yet completed. See separate report and request for extension
22	Upgrade lighting at Margaret Donohue Oval	Completed
23	Queens Bridge approach enhancement from Yass Road	Completed
24	Water storage infrastructure at Braidwood Servicemen's Club	Completed

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

28 AUGUST 2024

ITEM 9.4 PLANNING PROPOSAL TO RECLASSIFY 19 GIBRALTAR  
STREET, BUNGENDORE FROM COMMUNITY LAND TO  
OPERATIONAL LAND

ATTACHMENT 1 FINAL PUBLIC HEARING REPORT



# zone

Planning Group

## Report from Public Hearing held on 30 July 2024

Reclassification of Public Land from  
**'COMMUNITY' to 'OPERATIONAL' LAND**

Prepared for Queanbeyan-Palerang Regional Council

August 2024  
N24101

**19 Gibraltar Street,  
Bungendore**



Public Hearing Report  
Reclassification of Land to Operational  
19 Gibraltar Street, Bungendore

---

This report was prepared by



Zone Planning NSW Pty Ltd

ABN 13 650 980 662

PO Box 3805  
BURLEIGH TOWN QLD 4220  
1638 Tweed Street  
BURLEIGH HEADS QLD 4220

PO Box 671  
MOSS VALE NSW 2577

07 5562 2303

[admin@zoneplanning.com.au](mailto:admin@zoneplanning.com.au)  
[www.zoneplanning.com.au](http://www.zoneplanning.com.au)

Zone Ref	Issue	Date	Prepared by	Checked by
N24101	FINAL	1/8/2024	MP	DGI

#### Disclaimer

*Zone Planning NSW Pty Ltd retains the ownership and copyright of the contents of this document including drawings, plans, figures and all work produced by Zone Planning NSW Pty Ltd. This document is not to be reproduced in full or in part, unless separately approved by Zone Planning NSW Pty Ltd. The client may use this document only for the purpose for which it was prepared. No third party is entitled to use or rely on this document whatsoever. Zone Planning NSW Pty Ltd accepts no liability whatsoever for any possible subsequent loss or damage arising from the use of this data or any part thereof.*





## Contents

Contents .....	ii
1.0 Introduction .....	3
2 Site Details .....	4
3.0 Summary of the Planning Proposal & Intended Outcome .....	6
4.0 Engagement Process .....	7
5.0 Conclusion .....	9
ATTACHMENTS .....	

## Figures

Figure 1: Locality Plan (Source: NSW Planning Portal Spatial Viewer ) .....	4
Figure 2: Aerial Site Plan (Source: Nearmap) .....	5
Figure 3: Subject site (red) zoning map .....	6

## Tables

Table 1: Site Details .....	4
-----------------------------	---

## Attachments

<b>Attachment 1</b>	Your Voice Notification of Public Hearing
<b>Attachment 2</b>	Public Hearing Agenda





## 1.0 Introduction

Queanbeyan-Palerang Regional Council initiated a Planning Proposal by Council resolution on 22 November 2023 to amend the Queanbeyan-Palerang Regional Local Environmental Plan 2022 to reclassify Lot 8, Section 11, DP7558183, 19 Gibraltar Street, Bungendore from 'Community Land' to 'Operational Land' as defined under the Local Government Act, 1993.

The Local Government Act 1993 (LG Act) classifies public land as either being 'Community' or 'Operational' Land. The LG Act sets out requirements regarding the management of public land, including the process required to reclassify community land as operational land. Classification and reclassification requirements for public land is described in sections 25 to 34 of the LG Act.

A Public Hearing is part of the community consultation process for any planning proposal seeking to reclassify land in accordance with the Local Government Act 1993 from 'Community' to 'Operational' land.

Zone Planning NSW Pty Ltd has been engaged by Council to deliver an independent public hearing with the community to understand their views about the proposed reclassification.

I, Mark Pepping, being an employee of Zone Planning NSW was appointed by the Council through a Tender process to facilitate the Public Hearing as chair, in accordance with Section 47 of the LG Act. I am currently employed as a Consultant Town Planner with Zone Planning NSW. I have been in the role of Associate Principal Planner NSW since July 2021. Prior to my current role I was employed with Wingecarribee Shire Council for a total period of 16 years.

I state that I am not currently and have not been an employee of Queanbeyan-Palerang Regional Council in the past 5 years.

Section 47G of the LG Act, requires that the chair of the Hearing be independent and meet the following requirements under subsection (2) The person presiding at a public hearing must not be:

- a) A councillor or employee of the council holding the public hearing, or
- b) A person who has been a councillor or employee of that council at any time during the 5 years before the date of his or her appointment.







## 2 Site Details

Table 1: Site Details

Address	19 Gibraltar Street, Bungendore
Real Property Description	Lot 8, Section 11, DP758183
Site Area (m2)	1,995m <sup>2</sup>
Land Owner	Queanbeyan Palerang Regional Council
Existing Use	Vacant
Local Planning Instrument	Queanbeyan-Palerang Regional Local Environmental Plan 2022
Zone	E1 Local Centre
Current Classification	Community Land

The site is identified in the **Figures 1 and 2** below:



Figure 1: Locality Plan (Source: NSW Planning Portal Spatial Viewer)



Figure 2: Aerial Site Plan (Source: Nearmap)





### 3.0 Summary of the Planning Proposal & Intended Outcome

The subject land to be reclassified is an existing allotment located on the south west corner of Gibraltar Street and Ellendon Street, Bungendore within the town centre. It is currently zoned E1 Local Centre reflecting its town centre location.

Council acquired the land in August 2021 with the intention of using the land for the future construction of a new Council office with the inclusion of a various community facilities including meeting spaces.

There was no resolution of Council within 3 months of taking ownership of the subject site to classify the site as operational land under the Local Government Act 1993, therefore it was automatically classified at three months post settlement as Community land. The land has never been used nor has it ever been intended for public access or community use.

Therefore, the Planning Proposal aims to change the classification of the subject site from 'Community' to 'Operational' Land to become an operational asset of Council.

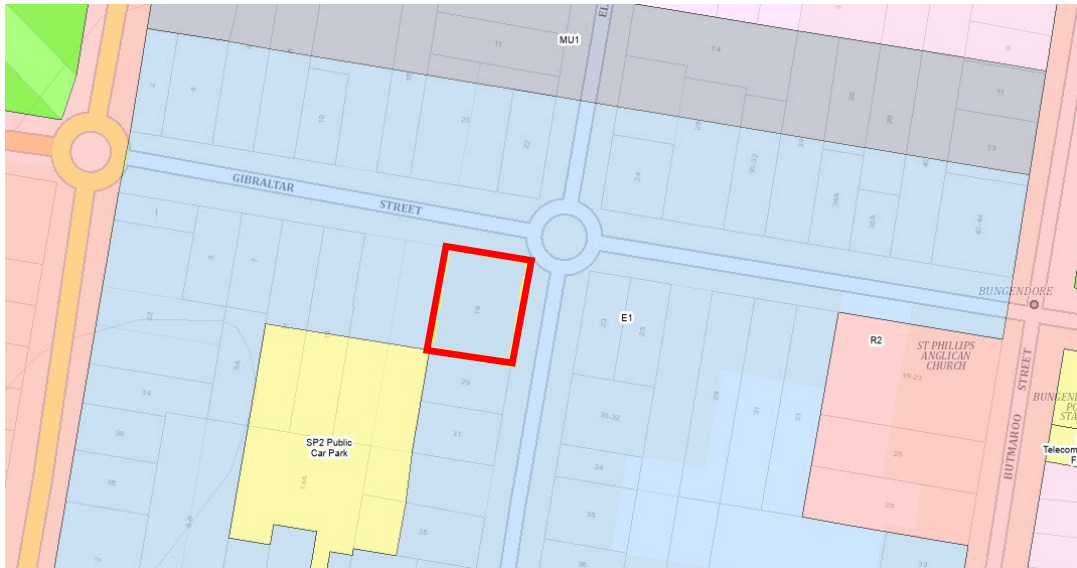


Figure 3: Subject site (red) zoning map



## 4.0 Engagement Process

### Exhibition of Planning Proposal

Following the receipt of a Gateway Determination issued by the NSW Department of Planning, Housing and Infrastructure on 5 April 2024, Council proceeded to Public Exhibition commencing on 9 May until 17 June 2024. A total of 4 submissions were made to Council via the Your Voice dedicated page. The content of the submissions was made available the Public Hearing Chair as background for the Public Hearing.

### Notifying the Community of the Public Hearing

The Community was invited to attend the hearing through advertising via public notice on Council's webpage.

A copy of the information supplied by the Council regarding the Public hearing is included in Attachment 1.

### Public Hearing

As part of the process to reclassify community land to operational land, a council must undertake a Public Hearing (Hearing). This allows the community to provide additional information regarding the reclassification and raise any issues regarding the matter. Following the Hearing, the Hearing Chair is to provide a report back to Queanbeyan-Palerang Regional Council noting the discussions and outcomes from the Hearing. Council is to make a copy of this report public within four days of receiving the report.

The Hearing was held on Tuesday 30 July 2024, at the Bungendore Sports Hub scheduled to commence at 5:30pm.

At the official opening of the Public Hearing Meeting at 5:40pm, 4 members of the public were present.

Council's Strategic Planner Chris Kurzyniec opened the meeting with an Acknowledgement to Country.

The attendees were presented with a PowerPoint presentation on the process and requirements for a Public Hearing in association with a reclassification of land from 'Community' to 'Operational'. Importantly, it was explained what restrictions applied to Council land classified as 'Community' Land which cannot be development without a Plan of Management, cannot be leased for extended periods of time and cannot be sold. As such the reclassification of the land from 'Community' to 'Operational' enabled Council to have alternate options over the land.

It was further emphasised that the reclassification of the land did not entail the approval of the proposal new Council Administration Building. It was explained that any development of the site will be subject of a Development Application and involve public exhibition of the proposal.

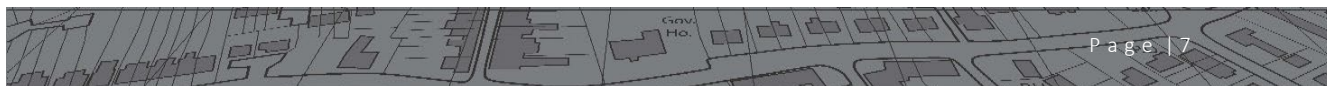
At the conclusion of the formal presentation, the attendees were invited to offer oral submissions to the reclassification process. All 4 attendees spoke and a summary of the points raised are provided below.

#### **Speaker 1**

- Concerned about spending money to building something in a flood affected location.

#### **Speaker 2**

- Get on with the reclassification





**Speaker 3**

- Not supportive
- Inappropriate location. Prime real estate in centre of Bungendore.
- Do not need more office space for Council workers.
- Should be bringing staff numbers down
- Library space is debatable
- Community Centre is supportive
- The is ongoing questioning of the location of the new High School
- The decision of the High School should come first.
- The timing to reclassify the land now is wrong
- The High School conflict needs to be sorted out first

**Speaker 4**

- Unwise for Council to be going through the process with so much uncertainty on the site and around the timing.
- Concerned about spending money on something that may not happen.

In summary, three of the community representatives in attendance were not supportive and 1 community member was supportive to the reclassification of 19 Gibraltar Street, Bungendore from 'Community' to 'Operational' Land.

With no further presentations or comments to be offered by the attendees, the Public Hearing Meeting was formally closed at 6:46pm.





## 5.0 Conclusion

The Public Hearing has been carried out as part of the legislative requirements of reclassifying 19 Gibraltar Street, Bungendore from 'Community Land' to "Operational Land" under the Local Government Act, 1993 via a Planning Proposal prepared in accordance with the Environmental Planning and Assessment Act, 1979.

The Public Hearing was conducted on 30 July 2024. Four members of the community attended the Public Hearing and offered Oral submissions to the reclassification proposal.

This report is formally submitted to Council in accordance with the requirements of the Local Government Act to enable Council to progress to the next steps for the Reclassification Process.





# ATTACHMENT 1

## Your Voice Public Notification



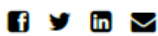


Search  
• Sign in  
• Register



Home /  
Amendment to Queanbeyan-Palerang Regional Local Environmental Plan 2022 – Reclassification of 19 Gibraltar Street  
Bungendore from Community to Operational Land

## Amendment to Queanbeyan-Palerang Regional Local Environmental Plan 2022 – Reclassification of 19 Gibraltar Street Bungendore from Community to Operational Land



Council resolved at its meeting on 22 November 2023 to progress a planning proposal to reclassify 19 Gibraltar Street Bungendore (Lot 8, Section 11, DP 758183) from Council owned community land to operational land under the *Local Government Act 1993*.







The draft planning proposal was forwarded to the NSW Department of Planning, Housing, and Infrastructure to obtain a Gateway determination. On 5 April 2024, Council received a Gateway determination to proceed with the public exhibition of the draft planning proposal.

At the Council meeting on 8 May 2024 (Resolution 202/24) an information report provided an update on the matter.

The planning proposal objectives are to facilitate the construction of a QPRC building for Council functions on the land.

An independent public hearing is being held regarding the proposed reclassification of land as. This is required under the *Local Government Act 1993*. An independent chairperson has been appointed to hold this public hearing.

**The public hearing is on Tuesday 30 July at 5.30pm, in the community room at the Bungendore Sports Hub (entry via Halfway Creek Road).** A report about the reclassification of 19 Gibraltar Street Bungendore will be made available after the public hearing.

The following documents are available for download:

1. Draft Planning Proposal to Reclassify Community Land to Operational Land at 19 Gibraltar Street Bungendore
2. Land Title Search – 19 Gibraltar Street Bungendore
3. Gateway Determination – PP-2024-509
4. Gateway Determination Report – PP-2024-509 – Reclassification 19 Gibraltar Street Bungendore
5. Letter from Department of Planning, Housing and Infrastructure regarding the planning proposal
6. QPRC Council Report & Resolution – 22 November 2023 – Item No: 9.5 - Planning Proposal to Reclassify 19 Gibraltar Street, Bungendore from Community to Operational Land
7. QPRC Council Report & Resolution – 8 May 2024 - Item No: 10.1 - Gateway Determination and Public Exhibition of Planning proposal to Reclassify 19 Gibraltar Street Bungendore from Community to Operational land

The planning proposal can also be viewed on the NSW Department of Planning, Housing, and Infrastructure (DPHI) website at:

<https://www.planningportal.nsw.gov.au/ppr/pre-exhibition/reclassify-community-land-operational-land-19-gibraltar-street-bungendore>

**Submissions may be made until close of business on Monday 17 June 2024** in the following ways:

- By completing the survey below
- By email to [council@qprc.nsw.gov.au](mailto:council@qprc.nsw.gov.au) (referencing in the subject line – Planning Proposal - 19 Gibraltar St Bungendore - PP.2023.0007)
- By mail to PO Box 90, Queanbeyan NSW 2620
- Delivered in person to one of Council's customer service centres

HAVE YOUR SAY





This survey no longer accepts submissions

#### Documents

- Draft Planning Proposal - 19 Gibraltar Street - PP\_2024\_509 (689 KB) (pdf)
- Land Title Search - NSW Title - 19 Gibraltar Street (34.7 KB) (pdf)
- PP-2024-509 Gateway Determination-19 Gibraltar St Bungendore-5 April 2024 (80.9 KB) (pdf)
- PP-2024-509 Gateway Report-19 Gibraltar St Bungendore-5 April 2024 (1000 KB) (pdf)
- PP-2024-509 Letter to Council from NSW DPHI regarding Gateway Determination (82.2 KB) (pdf)
- Council Report and Resolution- 22 Nov 2023 - Item 9.5 - Planning Proposal to Reclassify 19 Gibraltar St from Community to Operational Land (231 KB) (pdf)
- Council Report - 8 May 2024 Item 10.1 Gateway Determination 19 Gibraltar Street (21.4 KB) (pdf)

#### Key Dates

Open for comment  
09 May → 17 June 2024

Public hearing on Planning Proposal  
30 July 2024

[Terms and Conditions](#)

[Privacy Policy](#)

[Moderation Policy](#)

[Accessibility](#)

[Technical Support](#)

[Site Map](#)





## ATTACHMENT 2 Public Hearing Agenda

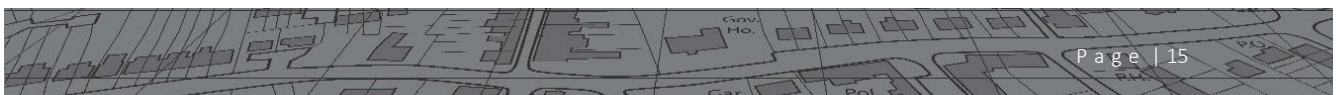




**Public Hearing Agenda  
Draft Planning Proposal to Reclassify Community Land to  
Operational Land at 19 Gibraltar Street, Bungendore**

**Bungendore Sports Hub  
Tuesday 30 July 2024  
Meeting Time: 5:30 pm**

- Introduction: Chris Kurzyniec – Strategic Planner – Land-Use Planning – QPRC,
- **Acknowledgement of Country – We acknowledge the traditional custodians of the Queanbeyan-Palerang area and pay our respects to Elders past, present and emerging. We acknowledge the stories, traditions and living cultures of our First Nations Peoples on this land and commit to building a brighter future together.**
- Welcome of Independent Chairperson – Mr Mark Pepping of Zone Planning Group,
- Meeting and Speaker guidelines refer to separate document,
- Mr Mark Pepping, public hearing presentation – Proposed reclassification of community land to operational land at 19 Gibraltar Street Bungendore for the construction of new council offices in Bungendore,
  - Welcome by Independent Chairperson,
  - Public hearing guidelines,
  - Land classification,
  - Proposal,
  - Background,
  - Next steps,
  - Hearing open for submissions,
- Close of public hearing

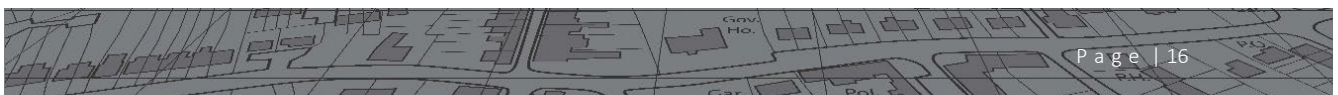




**Public Hearing Meeting and Speaker Guidelines  
Draft Planning Proposal to Reclassify Community Land to  
Operational Land at 19 Gibraltar Street, Bungendore**

**Bungendore Sports Hub  
Tuesday 30 July 2024  
Meeting Time: 5:30 pm**

- The meeting is independent and under the control of the Chairperson, (Mr Mark Pepping of Zone Planning Group). All actions and addressing of the meeting shall be directed through the Chairperson,
- No sound or video recording via electronic devices or minutes are to be taken,
- All individuals wishing to address the meeting shall indicate their intent through the Chairperson. All reasonable efforts will be made to ensure participants wishing to address the meeting can do so,
- When taking the floor, could all speakers first introduce themselves and, in a few words, identify the matter/issue to which they would like to address,
- All matters included in the address to the meeting should only relate to the purpose of the meeting, i.e., the reclassification of the identified land,
- During the speaker session, each addressee will be given a maximum initial time of three (3) minutes to address the meeting. In the first instance, the meeting time allocated will only permit one opportunity for a speaker to present once. Should time permit, an addressee may have an opportunity to present later in the meeting,
- Groups within the community wishing to present a singular issue or address matters relating to a single site, should allocate one individual to address the meeting on their behalf,
- Addressees should refrain from repeating issues or comments raised earlier and/or included by other speakers,
- Addressees should respect the rights of all attendees wishing to present and afford the speaker uninterrupted time. Interjections will not assist in the gathering of values input,
- Those persons indicating disruptive or constant interjecting behaviour will be asked to leave the meeting,
- The Chairperson retains the right to control and close the meeting.



# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

28 AUGUST 2024

ITEM 9.4 PLANNING PROPOSAL TO RECLASSIFY 19 GIBRALTAR  
STREET, BUNGENDORE FROM COMMUNITY LAND TO  
OPERATIONAL LAND

ATTACHMENT 2 WRITTEN SUBMISSIONS TO PLANNING PROPOSAL TO  
RECLASSIFY 19 GIBRALTAR ST BUNGENDORE



**Community Consultation  
undertaken for the Planning Proposal to  
Reclassify 19 Gibraltar Street Bungendore  
(Lot 8 Section 11 DP 758183)  
from Community Land to Operational Land**

Ref: Doc Set ID 2719866

**Community Consultation for the Planning Proposal  
Reclassification of 19 Gibraltar Street Bungendore from Community Land to Operational Land**

---

**Executive Summary of engagement report:**

The planning proposal was publicly exhibited in accordance with the *Environmental Planning and Assessment Act 1979* and the Environmental Planning and Assessment Regulations 2021. It had regards to other relevant plans and guidelines including QPRC's Community Engagement and Participation Plan, the Local Environmental Plan Making Guidelines 2023 and any other conditions of the Gateway determination.

The Gateway determination recommends the planning proposal to be exhibited for a minimum of 28 days. The planning proposal was placed on public exhibition from 9 May 2024 until 17 June 2024,

Council sent out letters to 45 adjoining landowners along Gibraltar Street and Ellendon Street, Bungendore informing the landowners about the planning proposal. Due to the time for the mail to be delivered, the public exhibition period was extended to 40 days.

The public notification of the exhibition comprised notification and request for feedback on Council's website and, a letter to landowners in the vicinity of the subject site.

A public hearing by the independent chairperson was held on Tuesday 30 July 2024 at the Bungendore Sport Hub as per requirements of the *Local Government Act 1993*.

**Participation in engagement:**

There were 200 visits to Council's Your Voice page of the planning proposal.

**Downloads associated documents:**

Planning Proposal	25
Land Title Search	11
Council Report	9
Council Report and Resolution	9
Letter to Council from NSW DPHI	7
Gateway Report	5
Gateway Determination	5



**Community Consultation for the Planning Proposal  
 Reclassification of 19 Gibraltar Street Bungendore from Community Land to Operational Land**

**Comments received:**

Comments made in a written submission on QPRC's Your Voice regarding the planning proposal for the reclassification of 19 Gibraltar Street, Bungendore from Community land to Operational land (Four written submissions were received).

Submitter:	Submission:	Council response	Recommendation
1	How can Council justify the construction of another building, when there are no funds to pay for anything else such as roads.	This planning proposal is to reclassify 19 Gibraltar Street, Bungendore from Community Land to Operational Land. The original Council offices in Bungendore were compulsorily acquired by the NSW Department of Education. Council has submitted a compensation claim and has moved into a temporary building. Council has prepared plans to construct a permanent Council Administration office in Bungendore. The development will be assessed in terms of relevant planning matters at the time of the development application.	No action is required.
2	This land will be for the same purpose as what was constructed already in Bungendore and is a waste of Council money. What exactly does Council propose to do with land that has already been justified for the construction of Council offices when they just handed back offices within 500m of this block.	This planning proposal is to reclassify 19 Gibraltar Street, Bungendore from Community land to Operational Land. The original Council offices in Bungendore were compulsorily acquired by the NSW Department of Education. Council has submitted a compensation claim and has moved into a temporary building. The owner of the former Council offices at 10 Majara Street, Bungendore is the Minister for Education and Early Learning. Council has prepared plans to construct a permanent Council Administration office in Bungendore. The development will be assessed in terms of relevant planning matters at the time of the development application.	No action is required.
3	While this all seems fine in theory, why is Council doing this when the High School debacle has not been finalised and may not be for many years to come and you may very well be able to move back into your	This planning proposal is to reclassify 19 Gibraltar Street, Bungendore from Community Land to Operational Land. The original Council offices in Bungendore were compulsorily acquired by the NSW Department of Education. Council has submitted a compensation claim and has moved into a temporary building.	No action is required.



**Community Consultation for the Planning Proposal  
 Reclassification of 19 Gibraltar Street Bungendore from Community Land to Operational Land**

	old building which sits there doing nothing presently – what an utter waste of money.	The owner of the former Council offices at 10 Majara Street, Bungendore is the Minister for Education and Early Learning. Council has prepared plans to construct a permanent Council Administration office in Bungendore. The development will be assessed in terms of relevant planning matters at the time of the development application.	
4	Fully support and thank you for developing a better ratepayers support location.	Noted.	No action is required.

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## Council Meeting Attachment

28 AUGUST 2024

ITEM 9.5 RENEWAL OF LICENCE AGREEMENT - AIR SERVICES  
AUSTRALIA - 4 CORAL DRIVE, JERRABOMBERRA

ATTACHMENT 1 AIR SERVICES AUSTRALIA - LICENCE AGREEMENT 2019



QUEANBEYAN PALERANG REGIONAL COUNCIL

And

AIR SERVICES AUSTRALIA

---

LICENCE AGREEMENT FOR  
OCCUPATION OF LAND FOR USE  
AS NOISE MONITORING  
TERMINAL AND ASSOCIATED  
PURPOSES

---

AGREEMENT dated 1<sup>st</sup> day of January 2020

BETWEEN QUEANBEYAN-PALERANG REGIONAL COUNCIL (ABN 95 933 070 982)  
(hereinafter called the "Licensor").

AND AIRSERVICES AUSTRALIA (ABN 59 698 720 886) (hereinafter called the  
"Licensee")

THE PARTIES AGREE AS FOLLOWS

1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

**Authority for grant of Licence**

The Licensor warrants that the Premises, being on Lot 22 DP 853117, also known as the Jerrabomberra Tennis Club, 4 Coral Drive Jerrabomberra, is owned by the Licensor in accordance with the Real Property Act 1900.

2 DEFINITIONS

In this Licence unless the contrary intention appears:

**Access Plan** means the drawing annexed to each Premises Appendix depicting the Premises and a description of the route of access to the Enclosed Area.

**Base Annual Rent** means:

- a) the Initial Rent where the rent has not been redetermined or adjusted in accordance with sub clauses 14.4 or 14.5; or
- b) in any other case - the Rent as last redetermined or adjusted in accordance with those provisions;

**Business Day** means any day which is not a Saturday, Sunday or Public Holiday in New South Wales;

**Commencement Date** means the date referred to in Column 2, Item 16 of Schedule 1;

**Consumer Price Index Number** means, in relation to a quarter, the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician;

**Due Date** means the date for payment of Rent under this Licence as is specified in Column 2, Item 6 of Schedule 1;

**Environmental Law** means any law or state protection policy incorporated by reference to or being part of any Law relating to protection of the environment;

**Expiry Date** means the date referred to in Column 2, Item 17 of Schedule 1;

**"GST", "taxable supply", "consideration", "tax invoice" and "GST amount"** have the meanings given to those terms in A New Tax System (Goods and Services Tax) Act 1999;

**Hazardous Substance** means a substance that, because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, physical, chemical or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of or otherwise managed;

**Improvements** mean any structure of a permanent nature attached to the land;

**Initial Rent** means the Rent payable under this Licence in respect of each Premises as is specified in Column 2, Item 5 of Schedule 1;

**Law** includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise;

**Licence** means this Licence including all Schedules and Annexures hereto;

**Licensee** means the Licensee referred to in Column 2, Item 2 of Schedule 1;

**Licensor** means the Licensor referred to in Column 2, Item 1 of Schedule 1, and includes its assigns and for the purpose of clauses 35, 36, 37, 38, 39, 40, 41, and 42 includes Her Majesty the Queen, the State of New South Wales and the Minister and their heirs, successors, agents, servants, employees and contractors;

**Market Rent** means the Rent as specified in Column 2, Item 3 of Schedule 1, that would reasonably be expected to be paid for the site if it were offered for the same or a substantially similar use to which the site may be put under the Licence;

**Party/Parties** mean the parties to this Licence;

**Premises** means the land and/or the buildings described in the Premises Appendix and on the plan annexed thereto;

**Permitted Use** means the use shown in Column 2, Item 15 of Schedule 1;

**Rent** means the Base Annual Rent calculated and payable upon each Due Date less any Rent Rebate granted to the Licensee together with all other payments due to be paid by the Licensee as Rent under this Licence;

**Sub-Licensee** means a person who holds a sub-licence of any part of the Premises from the Licensee in accordance with the provisions of this Licence;

**Tenant Fixtures** means any plant or equipment, fittings or improvements in the nature of fixtures brought onto the Premises by, or on behalf of, or at the request of, the Licensee;

**Term** means the term of operation of this Licence in relation to the Premises;

**Term of Agreement** means the figure set out in Column 2, Item 18 of Schedule 1;

**Third Party Exclusive Areas** means those areas that are exclusively for the use of third parties as shown on the Plan annexed to each Premises Appendix.

### 3 CONSTRUCTION

This Licence shall be constructed in accordance with this clause unless the context requires otherwise:

- 3.1.1 **Plurals:** Words importing the singular include the plural and vice versa.
- 3.1.2 **Gender:** Words importing any gender include the other gender.
- 3.1.3 **Persons:** A reference to a person includes:
  - a) an individual, a firm, unincorporated association, corporation and a government; and
  - b) the legal personal representatives, successors and assigns of that person.
- 3.1.4 **Headings:** Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in constructing this Licence;
- 3.1.5 **Clauses and sub-clauses:**
  - a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs and other components which form part of the clause referred to;
  - b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to.
- 3.1.6 **Time:** A reference to time is a reference to local Sydney time.
- 3.1.7 **Money:** A reference to \$ or dollars is a reference to the lawful currency of Australia.
- 3.1.8 **Defined Terms:** If a word or phrase is defined cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word.
- 3.1.9 **Writing:** A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form.
- 3.1.10 **Contra Preferentum:** No rules of construction shall apply to the disadvantage of any Party responsible for preparation of this Licence or any part of it.
- 3.1.11 **Statutes:** A reference to a Statute, Act, Legislation, Ordinance, Code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them made by any legislative authority.
- 3.1.12 **Licence:** A reference to this Licence shall include any extension or variation of this Licence.
- 3.1.13 **Priorities:** If an inconsistency occurs between the provisions of this Licence and the provisions of a licence granted in accordance with this Licence, the provisions of this Licence shall prevail.

## 3.2 Warranties and Undertakings

- a) The Licensee warrants that it has:
  - i. relied only on its own enquiries about this Licence; and
  - ii. not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- b) The Licensee shall comply on time with undertakings given by or on behalf of the Licensee.

**3.3 Further Assurances**

- a) Each Party must do everything necessary to give full effect to this Licence;
- b) Pursuant to clause 7, this Licence and any other agreement subsidiary to this Licence continue in full force and effect.

**3.4 Relationship of Licensor and Licensee**

Nothing contained or implied in this Licence shall be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Licensor and the Licensee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Licensee and the Licensor or either of them will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions only as provided in this Licence.

**3.5 Time to be of the Essence**

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

**4 SEVERABILITY**

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provisions in any other jurisdiction.

**5 ESSENTIAL CONDITIONS OF LICENCE**

The Licensor and the Licensee agree that the clauses specified in Column 2, Item 19 of Schedule 1 are essential conditions of this Licence.

**6 PERMITTED USE**

**6.1 Grant of Licence**

The Licensor grants to the Licensee a right to occupy the area delineated on the plan annexed to the Premises Appendix for the Permitted Use.

**6.2 Permitted Use only**

The Licensee shall not use the Premises or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor) for any purpose other than the Permitted Use specified or referred to in Column 2, Item 15 of Schedule 1.

**6.3 No exclusive possession**

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

**7 COMMENCEMENT OF LICENCE AND TERM**

This Licence shall commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2, Item 16 of Schedule 1 and subject to clauses 10 and 11 shall continue in force until the Expiry Date (and where a time is



specified or referred to at that time) specified or referred to in Column 2, Item 17 of Schedule 1.

**8 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS**

8.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:

- a) a right to purchase or lease any part of the Premises; or
- b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.

8.2 Subject to any other provisions of this Licence the Licensee shall not during the Term of this Licence, sub-licence, part with possession of the Premises, transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor and the Minister.

**9 LICENSEE TO YIELD UP**

9.1 The Licensee shall forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.

9.2 The Licensee shall:

- a) remove all Licensee fixture/s, signs, names, advertisements, notices or hoardings erected, painted, displayed, affixed or exhibited upon, to or within the Premises by or on behalf of the Licensee (other than a notice displayed by the Licensor); and
- b) rehabilitate the Premises (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's fixtures to the reasonable satisfaction of the Licensor; and
- c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
- d) leave the Premises in a clean and tidy condition.

9.3 Sub-clause 9.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

**10A TERMINATION BY EITHER PARTY**

10A.1 Either the Licensor or the Licensee may terminate this Licence by giving three (3) month's notice in writing expiring at any time to the other party.

10A.2 Termination of this Licence under this clause 10A will be without prejudice to any right of action or remedy of the Licensor or Licensee in respect of any antecedent breach of any of the covenants of this Licence.

**10 TERMINATION OF LICENCE ON DEFAULT**

10.1 The Licensor may terminate this Licence in the manner set out below in the following circumstances. If:

- a) the Rent or any part of it or any moneys owing to the Licensor under the Licence is or are in arrears for one month, whether formally demanded or not;
  - b) the Licensee breaches an essential condition of this Licence or any rule or regulation made under this Licence;
  - c) defects notified under a provision of this Licence are not remedied within the time specified in the notice;
  - d) the Licensee is a corporation and an order is made or a resolution is passed for its winding up except for reconstruction or amalgamation;
  - e) the Licensee is a company and ceases or threatens to cease to carry on business or goes into liquidation, whether voluntarily or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
  - f) the Licensee is a company and is placed under official management under corporations law or enters a composition or scheme of arrangement;
  - g) the interest the Licensee has under this Licence is taken in execution;
  - h) the Licensee or any person claiming through the Licensee conducts any business from the licensed Premises after the Licensee has committed an act of bankruptcy.
- 10.2 In the circumstances set out in sub-clause 10.1 the Licensor may end this Licence by:
- a) notifying the Licensee that it is ending the Licence; or
  - b) re-entering the Premises, with force if necessary, and ejecting the Licensee and all other persons from the Premises and repossessing them;
  - c) doing both.
- 10.3 If the Licensor ends this Licence under this clause, the Licensee shall not be released from liability for any prior breach of this Licence and other remedies available to the Licensor to recover arrears of Rent shall not be prejudiced.
- 10.4 If the Licensor ends this Licence under this clause or the Licence terminates under clause 10, the Licensor may remove the Licensee's property and store it at the Licensee's expense without being liable to the Licensee for trespass, detainee, conversion or negligence. After storing it for at least one month, the Licensor may sell or dispose of the property by auction or private sale. It may apply any proceeds of the auction or sale towards any arrears of Rent or other moneys or towards any loss or damage or towards the payment of storage and other expenses.

## 11 ACCEPTANCE OF RENT NOT WAIVER

Demand or acceptance of Rent or any other moneys due under this Licence by the Licensor after termination does not operate as a waiver of the termination.

## 12 HOLDING OVER BY LICENSEE

- a) At the end of the Term of Agreement as specified in Column 2, Item 18 of Schedule 1, the Licensee shall be entitled with the consent of the Licensor to remain in possession of the Premises on the following terms and conditions:
  - i. the Licensee shall become a monthly tenant of the Licensor at a monthly rental equivalent to one twelfth proportion of the annual Rent payable at the

time of expiration or sooner determination of this Licence after issue by the Licensor of the appropriate tax invoice;

- ii. the Licensee shall comply with and be bound by the terms and conditions of this Licence insofar as the terms and conditions are applicable, provided that the Licensor may from time to time by notice in writing served on the Licensee direct that any particular condition not apply or be amended in the manner set out in the notice.
- b) The Licensor and the Licensee expressly agree that where any provision of this Licence confers any right, duty, power or obligation on a Party upon the expiration or determination of this Licence or on the Expiry Date and the Licensee is authorised to remain in possession of the Premises pursuant to a consent granted under this clause the emergence of the right, duty, power or obligation shall be postponed until such time as the Licensee ceases to be entitled to possession pursuant to this clause.
- c) The tenancy created by operation of this clause may be determined by the Licensor serving on the Licensee a Notice to Quit. The Notice shall take effect at the expiration of the period of one month from the date of service of the Notice or such further period as may be specified in the Notice.
- d) The tenancy created by operation of this clause may be determined by the Licensee serving on the Licensor a Notice stating that as from a date specified in the Notice the tenancy is surrendered.

### 13 LICENSEE'S RENT AND OUTGOINGS

#### 13.1 Licensee to Pay Rent

The Licensee covenants with the Licensor that the Licensee shall during the whole of the Term of Agreement and any extension of it pay the Rent to the Licensor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever.

#### 13.2 Goods and Services Tax

- a) The Parties agree that all payments to be made and other consideration to be provided by the Licensee under the Licence are GST exclusive unless explicitly expressed otherwise. If any payment or consideration to be made or provided by the Licensee to the Licensor is for a taxable supply under the Licence on which the Licensor must pay GST and the Licensor gives the Licensee a tax invoice, the Licensee shall pay to the Licensor an amount equal to the GST payable ("the GST Amount") by the Licensor for that taxable supply upon receipt of that tax invoice.
- b) The Parties agree that they are respectively liable to meet their own obligations under the GST Law. The GST Amount shall not include any amount incurred in respect of penalty or interest or any other amounts payable by the Licensor as a result of default by the Licensor in complying with the GST Law.

#### 13.3 Rent and Adjusted Rent

The Licensee shall pay to the Licensor on the Commencement Date the Initial Rent and thereafter must pay Rent in advance on each Due Date.

#### 13.4 Calculation of Annual Rental Adjustment

~~(a) On each anniversary of the Due Date the Rent will be adjusted in accordance with the following formula:  $R = B \times \frac{C}{D}$~~

~~where:~~

~~R represents the Base Annual Rent following adjustment under this clause;~~

~~B represents the Base Annual Rent before adjustment under this clause;~~

~~C represents the Consumer Price Index Number for the last quarter for which such a number was published before the Due Date; and~~

~~D represents the Consumer Price Index Number for the last quarter of the last adjustment of Rent for which such a number was published.~~

~~(a) In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.~~

~~(b) If the reference base for the Consumer Price Index is changed regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.~~

~~(c) Any Rent adjusted under this sub-clause shall be adjusted to the nearest whole dollar.~~

~~(d) An adjustment of Rent made under this clause shall take effect on its Due Date, notwithstanding that any Rent notice to the Licensee is not issued until after that date specified or referred to in Column 2 of Item 6 of Schedule 1.~~

#### 13.5 Market Rent Review

~~a) In addition to the Rent adjustment provided for in clause 14.4 the Rent may, subject to the following provisions of this clause, be redetermined to an amount that is the Market Rent on that date with effect on and from each Market Rent Review Date by the Licensor;~~

~~b) A redetermination of Rent for the purposes of sub-clause 14.5(a) shall be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before and up to six months after that Market Rent Review Date specified or referred to in Column 2 of Item 8 of Schedule 1.~~

~~c) Where the Licensor does not redetermine the Rent as provided for in sub-clause 14.5(a) it may subsequently redetermine the Rent at any time before the next Market Rent Review Date. No succeeding Market Rent Review Date shall be postponed by reason of the operation of this clause.~~

~~d) A redetermination of Rent made under sub-clause 14.5(a) or 14.5(c) shall take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (or where the said Due Date and the date of issue of the notice of redetermination are the same, then that date) even if the Licensee wishes to dispute the redetermination.~~

#### 13.6 Rent Rebate for Charitable or Non Profit Organisations

- ~~a) At the absolute discretion of the Licensor, the Licensor may determine that the Licensee is entitled to a Rent Rebate on the basis that the Licensee is a recognised charitable or non-profit organisation;~~
- ~~b) Subject to sub-clause 14.6(a), the Rent is calculated by subtracting the Rent Rebate from the Base Annual Rent but must exceed the statutory minimum rental applicable to tenures under the CL Act;~~
- ~~c) Where the Licensee is not entitled to a Rent Rebate, the Base Annual Rent applies.~~

#### **14 CONTINUING OBLIGATION**

The obligation of the Licensee to pay Rent is a continuing obligation during the Term of Agreement and any extension of it and shall not abate in whole or in part or be affected by any cause whatsoever.

#### **15 NO REDUCTION IN RENT**

Subject to this Licence, the Licensee shall not without the written consent of the Licensor by any act, matter or deed or by failure or omission impair, reduce or diminish directly or indirectly the Rent reserved or imposed by this Licence. However, if at any time during the Licence:

- a) some natural disaster or other serious event occurs which is beyond the reasonable control of the Licensee; and
- b) as a result of the damage caused by the natural disaster or other serious event, the Licensee is not able to use the Premises in a reasonable manner,

the Licensee's obligations to pay Rent shall abate to the extent proportional to the effect on the Licensee's ability to occupy and use the Premises until the Premises are restored to a condition in which the Licensee is able to conduct the Licensee's activities and/or occupy the Premises in a reasonable manner.

#### **16 LICENSEE TO PAY RATES**

~~16.1 The Licensee shall when the same become due for payment pay all (or in the first and last year of the Term of Agreement the appropriate proportionate part) rates, taxes, assessments, duties, charges and fees whether municipal, local government, parliamentary or otherwise which are at any time during the currency of this Licence separately assessed and lawfully charged upon, imposed or levied in respect of the Licensee's use or occupation of the Premises to the extent referable to the Licensee's use or occupation of the Premises.~~

~~16.2 Where the Licensor requires evidence for such payments the Licensee shall produce such evidence within ten Business Days after the respective due dates for payment.~~

~~16.3 In the case where such rates, taxes, duties and fees so covenanted to be paid by the Licensee are not paid when they become due the Licensor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Licensor as if such sums were Rent.~~

#### **17 LICENSEE TO PAY OTHER CHARGES**

~~The Licensee shall pay all other fees and charges, including any sewer and water fees and charges, and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term of~~

~~Agreement payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.~~

**18 LICENSEE TO PAY FOR SERVICES**

The Licensee shall as and when the same become due for payment pay to the Licensor or to any other person or body authorised to supply the same all proper charges for gas, electricity, water or other services supplied to the Licensee or consumed in or on the Premises, by the Licensee.

**19 LICENSEE TO PAY COST OF WORK**

Whenever the Licensee is required under this Licence to do or effect any act, matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk, cost and expense of the Licensee.

**20 COSTS PAYABLE BY LICENSEE TO LICENSOR**

Except when law limits costs being recovered from a Licensor by a Licensee, the Licensee shall pay in full the Licensor's reasonable legal costs, the fees of all consultants and all duties fees, charges and expenses incurred reasonably, properly and in good faith by the Licensor in consequence of or in connection with or incidental to:

- a) the preparation and completion of this Licence;
- b) any variation of this Licence made otherwise than at the request of the Licensor;
- c) any application for the consent of the Licensor and the Minister if applicable under this Licence;
- d) any and every failure to comply breach or default by the Licensee under this Licence;
- e) the exercise or attempted exercise of any right power privilege authority or remedy of the Licensor under or by virtue of this Licence;
- f) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed;
- g) any entry, inspection, examination, consultation or the like which discloses a breach by the Licensee of any covenant of this Licence;
- h) the Licensee requiring the Licensor to do any act, matter or thing under this Licence, unless otherwise provided for in this Licence.

**21 COSTS PAYABLE BY LICENSOR**

The Licensor shall pay its own direct and external consultants costs in relation to any rental redetermination matter without reimbursement from the Licensee.

**22 INTEREST ON OVERDUE MONEYS**

The Licensee shall pay interest to the Licensor on any moneys due and payable under this Licence or on any judgment in favour of the Licensor in an action arising from this Licence until all outstanding moneys including interest are paid in full. The rate of interest applicable is the rate set by the Licensor's Bank for the time being as its benchmark rate for overdrafts of one hundred thousand dollars (\$100,000.00) or more. Interest shall accrue and be calculated daily.

**23 MANNER OF PAYMENT OF RENT AND OTHER MONEYS**

The Rent and other moneys payable in accordance with this Licence shall be paid to the address or bank account specified in Column 2 of Item 9, of Schedule 1 or to such other person or at such other address as the Licensor may from time to time direct by notice in writing served on the Licensee.

**24 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES**

**24.1 Access**

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee shall have unfettered and free access to and from the Premises at all times, provided however that:

- a) The Licensee shall strictly observe the reasonable directions and requirements of the Licensor at all times regarding the methods and routes of access to the Premises taken by the Licensee;
- b) If the Licensee has shown the position of its intended access on the Access Plan as shown in the Appendix and described the nature of the activity to be conducted on the land at those positions, then in respect of that access, the Licensor shall not require further notice;
- c) The Licensee as far as is practicable shall be required to use existing access tracks to, from, within and surrounding the Premises.

~~**24.2 Entry by the Public**~~

~~The Licensee shall allow the public to have right of access over that part of the Premises as specified in Column 2, Item 20 of Schedule 1, and any such part of the Premises shall be suitably signposted. Otherwise the Licensee may prohibit unauthorised entry to the remainder of the Premises. If required by the Licensor plans showing the areas where public access is authorised and unauthorised shall be displayed in a prominent location at the entrance to the Premises.~~

**24.3 Additions and Alterations**

The Licensee shall not make any additions or alterations to the Premises without first obtaining the written consent of the Licensor. Any additions or alterations consented to by the Licensor shall be carried out at the Licensee's expense.

**24.4 Maintenance of Premises and Enclosed Areas**

The Licensee shall keep the Premises, and shall ensure that the Premises are kept clean and tidy and in good order and condition, having regard to the extent of the Licensee's occupation of the Premises under this Licence.

**24.5 Licensee to erect barricades etc**

Where the Premises or any part of the Premises become to the knowledge of the Licensee (or which ought reasonably to be in the knowledge of the Licensee) unsafe, hazardous or dangerous the Licensee shall forthwith erect such warning signs, fences and barricades as may be necessary until the Premises are rendered safe.

**24.6 No residence on Premises**

The Licensee shall not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

**24.7 Licensee not to remove material**

- a) The Licensee shall not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor and the Minister and subject to such conditions as the Licensor or the Minister may determine.
- b) Sub-clause 25.7(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any Improvement authorised by or under this Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 25.7(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

**24.8 Licensee not to burn off**

The Licensee shall not carry out any burning off on the Premises except with the prior consent of the Licensor in writing, which consent shall not be unreasonably withheld, and after compliance with the requirements of the Rural Fires Act 1997. Any consent granted in accordance with this clause shall be subject to such reasonable conditions as the Licensor may impose.

**24.9 Rodents and Vermin**

The Licensee shall take all reasonable precautions to keep the Premises free of rodents, vermin, insects and pests and shall in the event of failing to do so if required by the Licensor employ from time to time a duly certified pest exterminator at the cost of the Licensee and as approved by the Licensor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause the Licensee and any one acting on the Licensee's behalf shall not use any substance or undertake any activity prohibited by any legislation.

**25 ADVERTISING**

The Licensee shall not:

- a) Permit to be displayed or placed on the Premises or any part of them any sign, advertisement or other notice without first obtaining the Licensor's written consent other than safety signs, in respect of which the Licensor's consent shall not be required; and
- b) The Licensor may at any time by notice in writing require the Licensee to discontinue to use any piece or mode of advertising to which the Licensor has granted consent under sub-clause 26(a) which in the opinion of the Licensor has ceased to be suitable or has become unsightly or objectionable and the Licensee on receipt of the notice shall comply accordingly.



**26 NOTIFICATION OF ACCIDENT**

The Licensee shall give to the Licensor prompt notice in writing of any serious accident or serious defect at or in the Premises or any part of them unless the defect or accident is capable of being and is promptly remedied by the Licensee.

**27 LICENSEE NOT TO COMMIT NUISANCE ETC**

The Licensee shall not:

- a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- b) carry on or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Licensor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- c) use the Premises for any illegal activity.

**28 HAZARDOUS SUBSTANCES**

The Licensee shall not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

**29 RELICS**

- a) Unless authorised to do so by a permit under Section 87 or a consent under Section 90 of the National Parks and Wildlife Act 1974 and subject to observance and compliance with any conditions imposed on the grant of such permit or consent, the Licensee shall not knowingly disturb, destroy, deface or damage any aboriginal relic or place or other item of archaeological significance within the Premises and shall take every reasonable precaution in drilling excavating or carrying out other operations or works in the Premises against any such disturbance, destruction, defacement or damage.
- b) If the Licensee becomes aware of any aboriginal relic or place or other item of archaeological significance within the Premises the Licensee shall within 24 hours notify the Licensor and the Director-General of the Department of Environment and Conservation of the existence of such relic place or item.
- c) The Licensee shall not continue any operations or works on the Premises likely to interfere with or disturb any relic, place or item referred to in sub- clause 30(b) without the approval of the Director-General of the Department of Environment and Conservation and the Licensee shall observe and comply with all reasonable requirements of the said Director-General in relation to carrying out the operations or works.

**30 ARTEFACTS**

All fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest discovered on or under the surface of the Premises shall be deemed to be the absolute property of the Licensor and the Licensee shall as authorised by the Licensor watch or examine any excavations and the Licensee shall take all reasonable precautions to prevent such articles or things being removed or damaged and shall as soon as practicable after discovery thereof notify the Licensor of such discovery and carry out the Licensor's orders as to the delivery up to or disposal of such articles or things at the Licensor's expense.

**31 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS**

- a) During the Term of Agreement and any extension of it, ownership of Tenant Fixtures vests in the Licensee. Notwithstanding anything contained in this Licence, so long as any Rent or other moneys are due by the Licensee to the Licensor or if the Licensee has committed any breach of this Licence which has not been made good or remedied and whether the Licensee is still in possession or not, the Licensee shall not be entitled to remove any of the Tenant Fixtures, fittings or equipment from the Licensed property.
- b) Upon expiry of the Licence all Improvements undertaken by the Licensee will remain the property of the Licensee.

**32 GENERAL REQUIREMENT TO REPAIR**

Without prejudice to the specific obligations contained in this Licence the Licensee shall to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

**33 BREAKAGES**

The Licensee shall immediately at the Licensee's expense make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants, occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

**34 INDEMNITIES AND INSURANCE**

**34.1 Indemnity for use of Premises**

- a) The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor shall or may be or become liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:
  - i. arise from or are contributed to by the negligence or wilful act or omission on the part of the Licensor; or
  - ii. arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor shall use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.
- b) The Licensee can negotiate with the Licensor to effect property insurance on its behalf and shall pay to the Licensor the proportionate amount being the value of the insurance cover provided.

**34.2 Indemnity Continues After Expiration of Licence**

The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

**34.3 Exclusion of Consequential Loss**

Despite any other provision of this Licence, both Parties exclude, and agree that they shall have no rights against the other for liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of wilful acts by either Party.

**35 INSURANCE - PUBLIC RISK**

The Licensee shall effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2, Item 12 of Schedule 1, or such other amount as the Licensor may from time to time reasonably require as the amount payable in respect of liability arising out of any one single accident or event. The Licensor acknowledges that the Licensee may effect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

**36 PROVISIONS RE POLICIES**

- a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- b) The Licensee shall produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Licensee pursuant to this Licence.
- c) The Licensee shall not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee shall obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- d) The Licensee shall use all reasonable endeavours to ensure that full, true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

**37 INDEMNITY FOR NON-COMPLIANCE WITH LEGISLATION**

The Licensee shall indemnify and keep indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the non-compliance by the Licensee with any New South Wales or Commonwealth legislation that may apply to the Licensee's use and occupation of the site and access thereto and the Licensee's operation of their business from the site and access thereto.

This clause shall not merge on the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

**38 INDEMNITY FOR BREACH OF ENVIRONMENTAL LAW**

Without prejudice to any other indemnity granted by this Licence, the Licensee shall indemnify and keep the Licensor indemnified against all claims whatsoever arising from a breach by the Licensee of any Environmental Law which breach is in relation to the Premises. This clause shall not merge on expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination.

**39 NO LIABILITY FOR FAILURE OF SERVICES**

The Licensor shall not be under any liability for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or wilful act or omission of the Licensor its servants or agents.

**40 LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR**

Subject to any other provision of this Licence, the Licensee shall not without the written consent of the Licensor by any act, matter or deed or by failure or omission cause or permit to be imposed on the Licensor any liability of the Licensee under or by virtue of this Licence even though the Licensee is entitled to do so under any law present or future or otherwise.

**41 RELEASE OF LICENSOR FROM LIABILITY**

- a) The Licensee shall occupy, use and keep the Premises at the risk of the Licensee and hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or wilful acts omissions or default of the Licensor and the Licensor shall have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or wilful omissions or default of the Licensor.
- b) The obligations of the Licensee under this clause shall continue after the expiration or other determination of this Licence in respect of any act, deed, matter or thing happening before such expiration or determination for which the Licensee is responsible. Such obligation is to be governed by the Statute of Limitations.

**42 LICENSOR'S WARRANTIES AND COVENANTS**

**Hazardous Chemicals:** The Licensor warrants that it has not received any notice pursuant to the Environmentally Hazardous Chemical Act 1985 (NSW).

**43 LICENSOR'S POWERS AND FUNCTIONS**

**Approval by Licensor**

- a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent shall not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 44.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

**44 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS**

**44.1 Proportionate Liability**

Part 4 of the Civil Liability Act 2002 (NSW) does not apply to this Licence.

**44.2 Licensee to Comply with all Commonwealth and NSW State Laws**

- a) The Licensee shall comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- b) The Licensee shall forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

**44.3 Licensee to Comply with Environmental Laws**

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, and in relation to the Premises:

- a) comply with relevant Environmental Law;
- b) use its best endeavours to prevent a breach of any Environmental Law;
- c) report any breach even if accidental; and
- d) provide to the Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
  - i. relating to a breach or alleged breach by the Licensee of an Environmental Law; or
  - ii. requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

**44.4 Licensee's Failure to Comply with Statutory Requirements**

Where the Licensee breaches any law in relation to its use of the Premises it is taken to breach a condition of the Licence, provided that the:

- a) Licensee has been found guilty of the breach; and
- b) Licensor determines that the breach warrants the termination of the Licence.

## 45 NOTICES

### 45.1 Service of Notice on Licensee

Any notice served by the Licensor on the Licensee must be in writing and shall be sufficiently served if:

- a) served personally or left addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- b) sent by email to the Licensee's email address stated in Column 2 of Item 10, of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor;
- c) sent by facsimile to the Licensee's facsimile number stated in Column 2 of Item 10, of Schedule 1 or such other number as the Licensee notifies in writing to the Licensor; or
- d) forwarded by prepaid security mail addressed to the Licensee at the address stated in Column 2 of Item 10, of Schedule 1;

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address or facsimile number as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in subclauses 46.1 (a), (b) and (c).

### 45.2 Service of Notice on Licensor

Any notice served by the Licensee on the Licensor must be in writing and shall be sufficiently served if:

- a) served personally or left addressed to the Licensor at the address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee; or
- b) sent by email to the Licensor's email address stated in Column 2 of Item 11, of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee;
- c) sent by facsimile to the Licensor's facsimile number stated in Column 2 of Item 11, of Schedule 1 or such other number as the Licensor notifies in writing to the Licensee; or
- d) forwarded by prepaid security mail addressed to the Licensor at the address stated in Column 2, Item 11 of Schedule 1

and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address or facsimile number as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in subclauses 46.2 (a), (b) and (c).

### 45.3 Notices

- a) Any notice served by the Licensor or the Licensee under this Licence shall be effective if signed by a director or secretary or the solicitors for

the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor or by the Licensee to the other.

- b) Any notice sent by prepaid security mail shall be deemed to be served at the expiration of 2 Business Days after the date of posting.
- c) Any notice sent by facsimile machine shall be deemed to be served on the first Business Day after the date of transmission (provided that the sending Party receives a facsimile machine verification report indicating that the notice has been transmitted).

#### 46 PROCEDURE - DISPUTE RESOLUTION

- a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.
- b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter into informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- c) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.
- d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third party fees shall be borne equally by the Parties.
- e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause, except where either Party seeks urgent interlocutory relief.
- f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 47(d).
- g) Notwithstanding the existence of a dispute under this or any other clause of this Licence, the Parties must unless acting in accordance with an express provision of this Licence, continue to perform their obligations under this Licence.

**MISCELLANEOUS**

**47 NO MORATORIUM**

Any present or future legislation which operates to vary obligations between the Licensee and the Licensor, except to the extent that such legislation is expressly accepted to apply to this Licence or that its exclusion is prohibited, is excluded from this Licence.

**48 NO WAIVER**

No waiver by a Party of any breach of any covenant, obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant, obligation or provision in this Licence contained or implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied waived discharged or released by a Party unless by express consent in writing.

**49 NO MERGER**

Nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Licence or under any other agreement.

**50 COUNTERPARTS**

- a) A Party may execute this Licence by signing any counterpart.
- b) All counterparts constitute one document when taken together.

**51 CONTACT PERSON**

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Column 2, Items 13 and 14 of Schedule 1, or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

**52 APPLICABLE LAW**

This Licence shall be construed and interpreted in accordance with the law of New South Wales.

**53 NO HOLDING OUT**

The Licensee shall not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor nor shall the Licensee act as or represent itself to be the servant or agent of the Licensor.

**54 WHOLE AGREEMENT**

- a) The provisions contained in this Licence expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- b) No further or other provisions whether in respect of the Premises or otherwise shall be deemed to be implied in this Licence or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise



representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Licence.

- c) The existence of any such implication or collateral or other agreement is hereby negated.

**55 SPECIAL CONDITIONS**

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

SCHEDULE 1

Item	Clause	Column 1	Column 2
1	2	Licensor	Queanbeyan-Palerang Regional Council
2	2	Licensee	Air Services Australia
3	2	Market Rent	Not applicable
4	2	Rent Rebate	Not applicable
5	2	Initial Rent	\$1320.80
6	2	Due Date	1 January 2020
7	13.4	Annual Rental Adjustment	Not applicable
8	13.5	Market Rent Review Date	Not applicable
9	23	Address for Payment of Rent  Electronic Funds Transfer details for payment of rent	Queanbeyan-Palerang Regional Council 257 Crawford Street Queanbeyan NSW 2620  [REDACTED] [REDACTED] Account name: [REDACTED]
10	45.1	Licensee's address for Service of Notices	[REDACTED]
11	45.2	Licensor's address for Service of Notices	PO Box 90 Queanbeyan NSW 2620 Attention: Legal & Risk  Phone: [REDACTED]  Email: Council.Mailuser@gprc.nsw.gov.au
12	35	Public Risk Insurance amount	\$20 Million

**SCHEDULE 1 - continued**

Item	Clause	Column 1	Column 2
13	51	Licensor's Contact Person	██████████
14	51	Licensee's Contact Person	██████████
15	6	Permitted Use	The location and operation of an aircraft noise monitoring station
16	7	Commencement Date	1 January 2020
17	7	Expiry Date	31 December 2024
18	2	Term of Agreement	5 years
19	5	Essential Conditions of Licence	Clauses 6.2, 6.3, 8, 14, 33, 36, 37, 38, 45.2, 45.3, 45.4
20	24.2	Entry by the public	Not applicable

End of Schedule 1

**SCHEDULE 2 - Special Conditions**

**A. Insurance Policies**

Insurance policies in accordance with clause 37 shall be:

- i. Public Liability Insurance – minimum \$20 million

**PREMISES APPENDIX**

THIS IS A PREMISES APPENDIX REFERRED TO AND DEFINED IN THE LICENCE AGREEMENT BETWEEN THE QUEANBEYAN CITY COUNCIL AND AIR SERVICES AUSTRALIA FOR THE PERMITTED USE OF MONITORING AIRCRAFT NOISE. THIS PREMISES APPENDIX VARIES AND FORMS PART OF THE LICENCE AND ITS TERMS ARE INCORPORATED IN THEIR ENTIRETY INTO THE LICENCE.

**DESCRIPTION OF LAND**

Part of the Jerrabomberra Tennis Club site, being the small level concrete pad about 450mm x 450mm which abuts the tennis clubhouse on which a steel base and aerial are attached, being part of the land at 4 Coral Drive Jerrabomberra and identified in red (circle) on Appendix "A" hereto, and further described as:

Parish	<i>Jerrabomberra</i>
County	<i>Murray</i>
Locality	<i>Jerrabomberra</i>
Deposited Plan	<i>Lot 22 DP 853117</i>
Commencement Date	<i>1 January 2020</i>
Expiry Date	<i>31 December 2024</i>
Initial Rent	\$1,320.80
Plan	Plan attached and marked as "A"
Third Party Exclusive Area	As shown on the plan attached and marked as "A"
Enclosed Area	As shown on the plan attached and marked as "A"


Signing Page


Executed by the parties as a deed.

SIGNED, for and on behalf of the  
QUEANBEYAN-PALERANG  
REGIONAL COUNCIL by its  
authorised officer in the presence of:

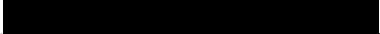
  
Name of Authorised Officer (print)

*Public Officer*  
Title of Authorised Officer

  
Name of witness (print)

  
Signature of Authorised Officer

  
Signature of witness

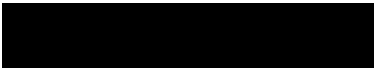
**SIGNED SEALED and DELIVERED** by  
  
(insert full name) as Group A Attorney for  
**AIRSERVICES AUSTRALIA**  
**ABN 59 698 720 886** under registered  
power of attorney Book 4735 Number 63 in  
the presence of:

  
Signature of witness

  
Signature of Group A Attorney

*GENERAL COUNSEL*  
Title of Group A Attorney (select one)  
(Chief Executive Officer / Chief  
Financial Officer / General Counsel)

By executing this agreement the attorney  
states that the attorney has received no  
notice of revocation of the power of  
attorney

  
Full name of witness (print)

  
Address of witness (print)

**SIGNED SEALED** and **DELIVERED** by

[Redacted]

(insert full name) as Group B Attorney for  
**AIRSERVICES AUSTRALIA**  
**ABN 59 698 720 886** under registered  
power of attorney Book 4735 Number 63 in  
the presence of:

[Redacted]

Signature of witness

[Redacted]

Full name of witness (print)

[Redacted]

Address of witness (print)

[Redacted]

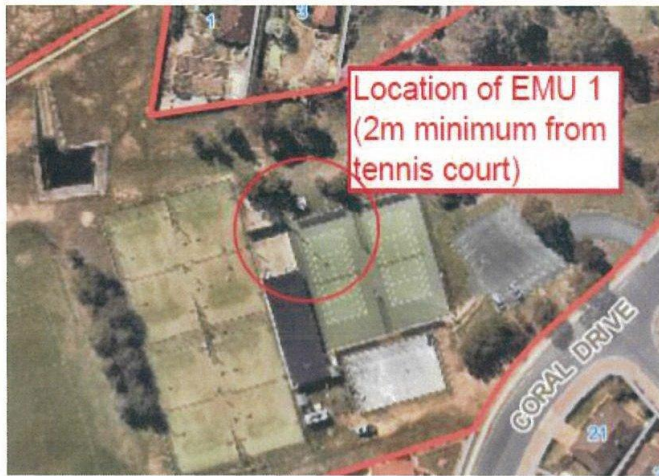
Signature of Group B Attorney

Title of Group B Attorney (select one)

~~(Executive General Manager,~~  
Commercial and Business Performance  
Manager, ANS/ ~~Customer Value and~~  
~~Business Performance Manager, ARFF)~~

By executing this agreement the attorney  
states that the attorney has received no  
notice of revocation of the power of  
attorney

This is the Plan marked 'A' referred to in the Licence agreement between Queanbeyan-Palerang Regional Council and Airservices Australia



# QUEANBEYAN-PALERANG REGIONAL COUNCIL

Council Meeting Attachment

28 AUGUST 2024

ITEM 9.6 INVESTMENT REPORT - JULY 2024

ATTACHMENT 1 INVESTMENT REPORT PACK - JULY 2024





# Investment Report Pack

Queanbeyan-Palerang Regional Council

As At 31 July 2024



## Contents

1. Budget vs Actual Interest Income 1 July 2024 to 30 June 2025
2. Portfolio Valuation As At 31 July 2024
3. Portfolio Compliance As At 31 July 2024
4. Portfolio Statistics For Period Ending 31 July 2024
5. Portfolio Fossil Fuel Summary For Period Ending 31 July 2024



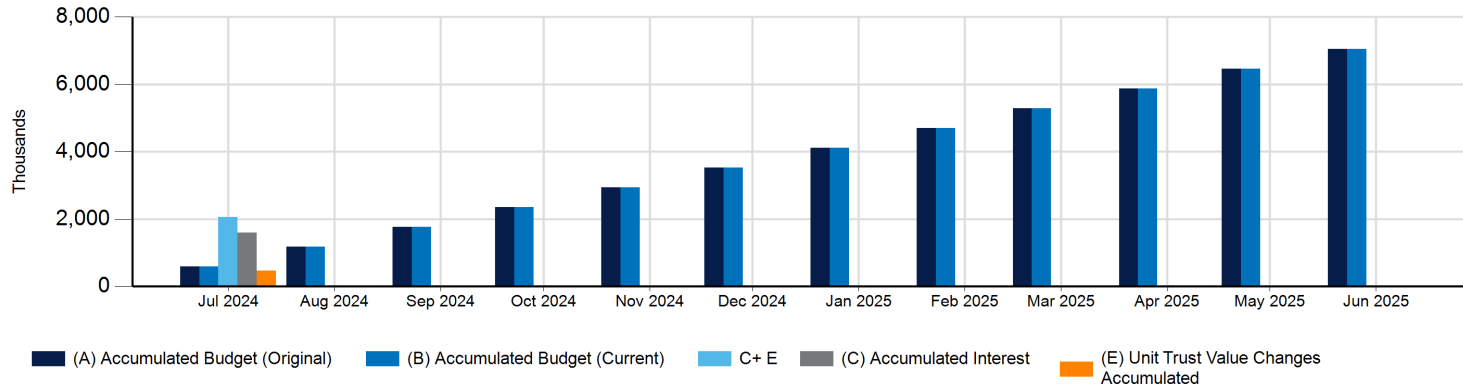
### 1. Budget vs Actual Interest Income 1 July 2024 to 30 June 2025

Month / Year	(A) Income Interest Budget (Original) Running Total	Interest Income Budget (Current) For Month	(B) Interest Income Budget (Current) Running Total	(T) Interest Income Received/Accrued For Month	(C) Interest Income Received/Accrued Running Total	Accrued Interest Acquired For Month	Accrued Interest Acquired Running Total	(U) Unit Trust Market Value Changes	(E) Unit Trust Market Value Changes Running Total	'Return' For Month (T+U)
Jul 2024	587,500.00	587,500.00	587,500.00	1,592,510.97	1,592,510.97	(36,400.00)	(36,400.00)	457,725.72	457,725.72	2,050,236.69
Aug 2024	1,175,000.00	587,500.00	1,175,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sep 2024	1,762,500.00	587,500.00	1,762,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Oct 2024	2,350,000.00	587,500.00	2,350,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nov 2024	2,937,500.00	587,500.00	2,937,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dec 2024	3,525,000.00	587,500.00	3,525,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jan 2025	4,112,500.00	587,500.00	4,112,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Feb 2025	4,700,000.00	587,500.00	4,700,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mar 2025	5,287,500.00	587,500.00	5,287,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Apr 2025	5,875,000.00	587,500.00	5,875,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
May 2025	6,462,500.00	587,500.00	6,462,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jun 2025	7,050,000.00	587,500.00	7,050,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		7,050,000.00		1,592,510.97		(36,400.00)		457,725.72		2,050,236.69

Notes on Table Above

1A. The numbers shown in Column T are the accrual interest amounts for that month combined with the At Call Deposit, Unit Trust and Unassigned interest and distribution income received during that month.  
1B. The accruals shown in this section have been calculated using each security's coupon schedule.

#### Accumulated Budget vs Actual (Accruals Based Upon Coupon Payment Schedules)





## 2. Portfolio Valuation As At 31 July 2024

Fixed Interest Security	Security Rating	ISIN	Face Value Original	Bond Factor	Face Value Current	Capital Price	Accrued Interest Price	Unit Price Notional	Unit Count	Market Value	% Total Value	Running Yield	Weighted Running Yield
31 Day Notice Account													
AMP 31 Day Ntc	S&P BBB		927,472.61	1.00000000	927,472.61	100.000	0.000			927,472.61	0.35%	5.20%	
			927,472.61		927,472.61					927,472.61	0.35%		5.20%
At Call Deposit													
AMP QPRC At Call	S&P ST A2		78.61	1.00000000	78.61	100.000	0.000			78.61	0.00%	3.30%	
BENAU transaction At Call	Moodys A3		58,688.95	1.00000000	58,688.95	100.000	0.000			58,688.95	0.02%	0.00%	
NAB At Call	S&P AA-		11,433,876.85	1.00000000	11,433,876.85	100.000	0.000			11,433,876.85	4.26%	3.90%	
NAB General At Call	S&P AA-		13,548,365.97	1.00000000	13,548,365.97	100.000	0.000			13,548,365.97	5.05%	4.35%	
NAB Links At Call	S&P AA-		686,222.70	1.00000000	686,222.70	100.000	0.000			686,222.70	0.26%	4.35%	
Westpac At Call	S&P AA-		115,318.69	1.00000000	115,318.69	100.000	0.000			115,318.69	0.04%	0.00%	
			25,842,551.77		25,842,551.77					25,842,551.77	9.64%		4.12%
Covered Floating Bond													
BENAU 1.15 16 Jun 2028 COVEREDFLO	Moodys Aaa	AU3FN0078846	6,000,000.00	1.00000000	6,000,000.00	101.014	0.666			6,100,800.00	2.28%	5.50%	
ING 0.98 08 Dec 2025 COVEREDFLO	Moodys Aaa	AU3FN0074175	3,500,000.00	1.00000000	3,500,000.00	100.677	0.731			3,549,280.00	1.32%	5.34%	
			9,500,000.00		9,500,000.00					9,650,080.00	3.60%		5.44%
Fixed Rate Bond													
ANZ 4.95 11 Sep 2028 Fixed	S&P AA-	AU3CB0302404	3,000,000.00	1.00000000	3,000,000.00	101.325	1.910			3,097,050.00	1.16%	4.97%	
BOQ 4.29 Oct 2025 Fixed	S&P A-	AU3CB0288843	2,840,000.00	1.00000000	2,840,000.00	98.757	1.016			2,833,553.20	1.06%	4.11%	
BOQ 4.7 27 Jan 2027 Fixed	S&P A-	AU3CB0296168	5,000,000.00	1.00000000	5,000,000.00	99.366	0.051			4,970,850.00	1.85%	4.76%	
BOQ 5.3 30 Apr 2029 Fixed	S&P A-	AU3CB0308955	5,000,000.00	1.00000000	5,000,000.00	101.077	1.332			5,120,450.00	1.91%	5.30%	
MACQ 1.7 12 Feb 2025 Fixed	S&P A+	AU3CB0270387	6,000,000.00	1.00000000	6,000,000.00	98.386	0.794			5,950,800.00	2.22%	1.66%	
NTTC 1.1 15 Dec 2024 - Issued 16 Sep 2020 Fixed	Moodys Aa3		3,000,000.00	1.00000000	3,000,000.00	100.000	0.690			3,020,700.00	1.13%	1.10%	
NTTC 1.1 15 Jun 2025 - Issued 16 Mar 2021 - Queanbeyan Regional Council Fixed	Moodys Aa3		5,000,000.00	1.00000000	5,000,000.00	100.000	0.139			5,006,950.00	1.87%	1.10%	
SunBank 2.5 25 Jan 2027 Fixed	S&P A+	AU3CB0285955	5,000,000.00	1.00000000	5,000,000.00	95.074	0.041			4,755,750.00	1.77%	2.66%	
SunBank 4.8 14 Dec 2027 Fixed	S&P A+	AU3CB0294957	3,000,000.00	1.00000000	3,000,000.00	100.511	0.616			3,033,810.00	1.13%	4.88%	
UBS Aust 5 12 May 2028 Fixed	S&P A+	AU3CB0299378	3,000,000.00	1.00000000	3,000,000.00	100.827	1.087			3,057,420.00	1.14%	5.01%	
			40,840,000.00		40,840,000.00					40,847,333.20	15.23%		3.39%
Floating Rate Note													
Auswide 1.5 17 Mar 2026 FRN	Moodys Baa2	AU3FN0076352	2,000,000.00	1.00000000	2,000,000.00	100.280	0.708			2,019,760.00	0.75%	5.86%	
BAL 1.55 22 Feb 2027 FRN	S&P BBB+	AU3FN0075461	4,000,000.00	1.00000000	4,000,000.00	100.543	1.129			4,066,880.00	1.52%	5.85%	
BAL 1.7 21 Feb 2028 FRN	S&P BBB+	AU3FN0085031	11,500,000.00	1.00000000	11,500,000.00	100.898	1.175			11,738,395.00	4.38%	5.99%	
BOQ 1.35 27 Jan 2027 FRN	S&P A-	AU3FN0074662	3,000,000.00	1.00000000	3,000,000.00	101.026	0.032			3,031,740.00	1.13%	5.79%	
BENAU 1.35 27 Jan 2027 FRN	S&P A-	AU3FN0074563	5,000,000.00	1.00000000	5,000,000.00	101.190	0.032			5,061,100.00	1.89%	5.81%	



Fixed Interest Security	Security Rating	ISIN	Face Value Original	Bond Factor	Face Value Current	Capital Price	Accrued Interest Price	Unit Price Notional	Unit Count	Market Value	% Total Value	Running Yield	Weighted Running Yield
CBA 1.15 13 Jan 2028 FRN	S&P AA-	AU3FN0074514	3,500,000.00	1.00000000	3,500,000.00	101.459	0.246			3,559,675.00	1.33%	5.60%	
CBA 0.95 17 Aug 2028 FRN	Moodys Aa3	AU3FN0080396	3,750,000.00	1.00000000	3,750,000.00	100.841	1.088			3,822,337.50	1.43%	5.30%	
RABOCOOP 1.15 21 Nov 2028 FRN	S&P A+	AU3FN0083119	3,750,000.00	1.00000000	3,750,000.00	101.243	1.068			3,836,662.50	1.43%	5.49%	
PCCU 1.6 08 Feb 2027 FRN	Moodys Baa1	AU3FN0084794	2,500,000.00	1.00000000	2,500,000.00	100.893	1.376			2,556,725.00	0.95%	5.93%	
HSBCSyd 0.83 27 Sep 2024 FRN	S&P AA-	AU3FN0050498	4,000,000.00	1.00000000	4,000,000.00	100.082	0.493			4,023,000.00	1.50%	5.29%	
HSBCSyd 1.1 25 Aug 2027 FRN	Moodys Aa3	AU3FN0071015	3,750,000.00	1.00000000	3,750,000.00	101.050	0.968			3,825,675.00	1.43%	5.44%	
HSBCSyd 1.05 03 Mar 2028 FRN	Moodys Aa3	AU3FN0075792	5,000,000.00	1.00000000	5,000,000.00	100.851	0.858			5,085,450.00	1.90%	5.39%	
MACQ 0.84 12 Feb 2025 FRN	S&P A+	AU3FN0052908	3,000,000.00	1.00000000	3,000,000.00	100.234	1.128			3,040,860.00	1.13%	5.21%	
MACQ 0.48 09 Dec 2025 FRN	S&P A+	AU3FN0057709	2,000,000.00	1.00000000	2,000,000.00	99.956	0.663			2,012,380.00	0.75%	4.84%	
NAB 1.2 25 Nov 2027 FRN	S&P AA-	AU3FN0073896	4,400,000.00	1.00000000	4,400,000.00	101.590	0.986			4,513,344.00	1.68%	5.54%	
NAB 1 12 May 2028 FRN	S&P AA-	AU3FN0077830	6,300,000.00	1.00000000	6,300,000.00	100.965	1.162			6,434,001.00	2.40%	5.37%	
NPBS 1.85 14 Feb 2029 FRN	S&P BBB+	AU3FN0085023	4,000,000.00	1.00000000	4,000,000.00	101.747	1.329			4,123,040.00	1.54%	6.14%	
SunBank 0.93 22 Aug 2025 FRN	S&P A+	AU3FN0070892	2,200,000.00	1.00000000	2,200,000.00	100.521	1.010			2,233,682.00	0.83%	5.27%	
SunBank 0.48 15 Sep 2026 FRN	S&P A+	AU3FN0062964	2,000,000.00	1.00000000	2,000,000.00	99.753	0.585			2,006,760.00	0.75%	4.85%	
SunBank 0.78 25 Jan 2027 FRN	S&P A+	AU3FN0065694	5,000,000.00	1.00000000	5,000,000.00	100.282	0.087			5,018,450.00	1.87%	5.27%	
SunBank 1.25 14 Dec 2027 FRN	S&P A+	AU3FN0074241	2,850,000.00	1.00000000	2,850,000.00	101.580	0.723			2,915,635.50	1.09%	5.62%	
UBS Aust 1.55 12 May 2028 FRN	S&P A+	AU3FN0077970	5,000,000.00	1.00000000	5,000,000.00	102.408	1.281			5,184,450.00	1.93%	5.84%	
UBS Aust 1.45 24 Nov 2028 FRN	Moodys Aa3	AU3FN0083168	3,000,000.00	1.00000000	3,000,000.00	102.088	1.079			3,095,010.00	1.15%	5.74%	
			91,500,000.00		91,500,000.00					93,205,012.50	34.76%		5.57%
Term Deposit													
Auswide 5.5 13 Nov 2024 365DAY TD	Moodys ST P-2		2,000,000.00	1.00000000	2,000,000.00	100.000	3.918			2,078,356.16	0.78%	5.50%	
Auswide 5.2 12 Mar 2025 371DAY TD	Moodys ST P-2		5,000,000.00	1.00000000	5,000,000.00	100.000	2.094			5,104,712.35	1.90%	5.20%	
B&E 5.3 18 Jul 2025 364DAY TD	Fitch ST F2		5,000,000.00	1.00000000	5,000,000.00	100.000	0.174			5,008,712.35	1.87%	5.30%	
BVIC 5.4 10 Jul 2025 365DAY TD	S&P ST A2		5,000,000.00	1.00000000	5,000,000.00	100.000	0.311			5,015,534.25	1.87%	5.40%	
CBA 5.39 20 Nov 2024 363DAY TD	S&P ST A1+		7,000,000.00	1.00000000	7,000,000.00	100.000	3.707			7,259,458.36	2.71%	5.39%	
DFB 5.05 18 Feb 2026 728DAY TD	S&P BBB+		5,000,000.00	1.00000000	5,000,000.00	100.000	2.228			5,111,376.70	1.91%	5.05%	
MYS 5.15 05 Mar 2025 366DAY TD	Moodys ST P-2		2,500,000.00	1.00000000	2,500,000.00	100.000	2.102			2,552,558.23	0.95%	5.15%	
MYS 5.32 07 May 2025 364DAY TD	Moodys ST P-2		10,000,000.00	1.00000000	10,000,000.00	100.000	1.224			10,122,432.90	3.78%	5.32%	
NAB 0.8 28 Aug 2024 1098DAY TD	S&P ST A1+		3,000,000.00	1.00000000	3,000,000.00	100.000	0.745			3,022,356.15	1.13%	0.80%	
NAB 5.24 11 Sep 2024 364DAY TD	S&P ST A1+		5,000,000.00	1.00000000	5,000,000.00	100.000	4.623			5,231,134.25	1.95%	5.24%	
NAB 5.25 02 Oct 2024 362DAY TD	S&P ST A1+		3,000,000.00	1.00000000	3,000,000.00	100.000	4.301			3,129,020.55	1.17%	5.25%	
NAB 5.3 07 Nov 2024 365DAY TD	S&P ST A1+		10,000.00	1.00000000	10,000.00	100.000	3.862			10,386.25	0.00%	5.30%	
NAB 5.25 11 Jun 2025 364DAY TD	S&P ST A1+		2,000,000.00	1.00000000	2,000,000.00	100.000	0.705			2,014,095.90	0.75%	5.25%	
NAB 5.3 25 Jun 2025 364DAY TD	S&P ST A1+		6,000,000.00	1.00000000	6,000,000.00	100.000	0.508			6,030,493.14	2.25%	5.30%	
Westpac 5.29 30 Apr 2025 366DAY TD	S&P ST A1+		4,000,000.00	1.00000000	4,000,000.00	100.000	1.348			4,053,914.52	1.51%	5.29%	
			64,510,000.00		64,510,000.00					65,744,542.05	24.52%		5.08%



	Fixed Interest Security	Security Rating	ISIN	Face Value Original	Bond Factor	Face Value Current	Capital Price	Accrued Interest Price	Unit Price Notional	Unit Count	Market Value	% Total Value	Running Yield	Weighted Running Yield
Unit Trust														
	NSWTC Long Term Growth Fund UT	S&P AA+		19,471,690.55		19,471,690.55			1.0895	17,872,134.5098	19,471,690.55	7.26%		
	NSWTC Medium Term Growth Fund UT	S&P AA+		12,430,176.48		12,430,176.48			1.0337	12,024,703.4812	12,430,176.48	4.64%		
				31,901,867.03		31,901,867.03					31,901,867.03	11.90%		
Portfolio Total				265,021,891.41		265,021,891.41					268,118,859.16	100.00%		4.90%

Note: For holdings in unit funds and similar securities, the face value (original and current) columns will display market values.



### 3. Portfolio Compliance As At 31 July 2024

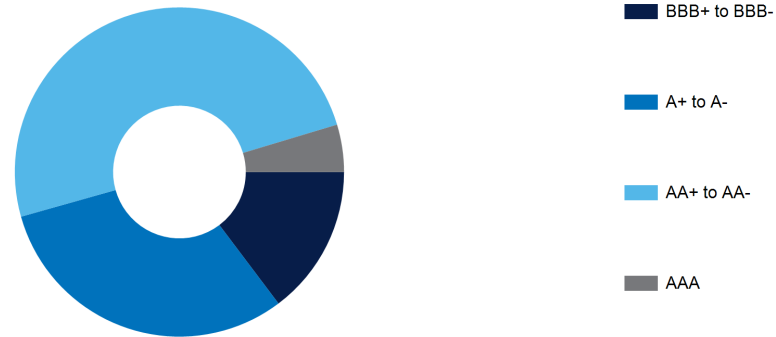
Short Term Issuer/Security Rating Group	Market Value	% Total Value
A2	29,882,384.85	11.15%
A1+	30,750,859.12	11.47%
Portfolio Total	60,633,243.96	22.61%

Market Value by Security Rating Group (Short Term)



Long Term Issuer/Security Rating Group	Market Value	% Total Value
BBB+ to BBB-	30,543,649.31	11.39%
A+ to A-	64,123,042.15	23.92%
AA+ to AA-	103,168,843.74	38.48%
AAA	9,650,080.00	3.60%
Portfolio Total	207,485,615.20	77.39%

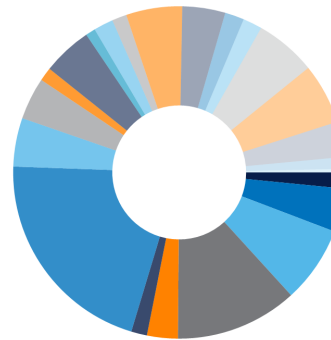
Market Value by Security Rating Group (Long Term)





Issuer	Market Value	% Total Value
AMP Bank Ltd	927,551.22	0.35%
ANZ Banking Group Ltd	3,097,050.00	1.16%
Auswide Bank Limited	9,202,828.51	3.43%
Bank Australia Limited	15,805,275.00	5.89%
Bank of Queensland Ltd	15,956,593.20	5.95%
Bank of us t/as B&E Ltd	5,008,712.35	1.87%
BankVic	5,015,534.25	1.87%
Bendigo & Adelaide Bank Ltd	11,220,588.95	4.18%
Commonwealth Bank of Australia Ltd	14,641,470.86	5.46%
Cooperatieve Rabobank U.A Australia Branch	3,836,662.50	1.43%
Defence Bank Ltd	5,111,376.70	1.91%
Heritage and People's Choice Limited t/as People's Choice Credit Union	2,556,725.00	0.95%
HSBC Sydney Branch	12,934,125.00	4.82%
ING Bank Australia Limited	3,549,280.00	1.32%
Macquarie Bank Ltd	11,004,040.00	4.10%
MyState Bank Ltd	12,674,991.13	4.73%
National Australia Bank Ltd	56,053,296.76	20.91%
Newcastle Greater Mutual Group Ltd	4,123,040.00	1.54%
Northern Territory Treasury Corporation	8,027,650.00	2.99%
NSW Treasury Corporation	31,901,867.03	11.90%
Suncorp Bank (Norfina Ltd) - Subsidiary of ANZ	19,964,087.50	7.45%
UBS Australia Ltd	11,336,880.00	4.23%
Westpac Banking Corporation Ltd	4,169,233.21	1.55%
<b>Portfolio Total</b>	<b>268,118,859.16</b>	<b>100.00%</b>

Market Value by Issuer



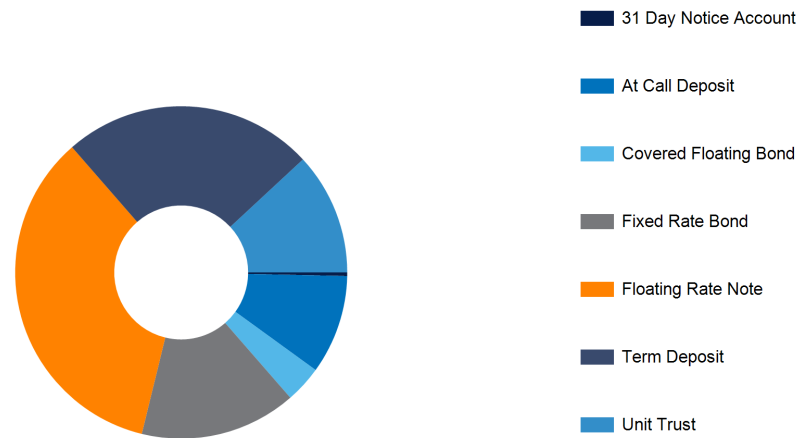
- AMP Bank Ltd
- ANZ Banking Group Ltd
- Auswide Bank Limited
- Bank Australia Limited
- Bank of Queensland Ltd
- Bank of us t/as B&E Ltd
- BankVic
- Bendigo & Adelaide Bank Ltd
- Commonwealth Bank of Australia Ltd
- Cooperatieve Rabobank U.A Australia Branch
- Defence Bank Ltd
- Heritage and People's Choice Limited t/as People's Choice Credit Union
- HSBC Sydney Branch
- ING Bank Australia Limited
- Macquarie Bank Ltd
- MyState Bank Ltd
- National Australia Bank Ltd
- Newcastle Greater Mutual Group Ltd
- Northern Territory Treasury Corporation
- NSW Treasury Corporation
- Suncorp Bank (Norfina Ltd) - Subsidiary of ANZ
- UBS Australia Ltd
- Westpac Banking Corporation Ltd





Security Type	Market Value	% Total Value
31 Day Notice Account	927,472.61	0.35%
At Call Deposit	25,842,551.77	9.64%
Covered Floating Bond	9,650,080.00	3.60%
Fixed Rate Bond	40,847,333.20	15.23%
Floating Rate Note	93,205,012.50	34.76%
Term Deposit	65,744,542.05	24.52%
Unit Trust	31,901,867.03	11.90%
Portfolio Total	268,118,859.16	100.00%

Market Value by Security Type





Market Value by Term Remaining



Investment Policy Compliance

Legislative Requirements	Fully compliant
Issuer	Fully compliant (30 limits)
Security Rating Group	Fully compliant (8 limits)
Term Group	Fully compliant (1 limits)



#### 4. Portfolio Statistics For Period Ending 31 July 2024

Trading Book	1 Month	3 Month	12 Month	Since Inception
Queanbeyan-Palerang Regional Council				
Portfolio Return (1)	0.89%	1.86%	5.79%	2.84%
Performance Index (2)	0.37%	1.10%	4.37%	1.73%
Excess Performance (3)	0.52%	0.76%	1.42%	1.11%

Notes

- 1 Portfolio performance is the rate of return of the portfolio over the specified period
- 2 The Performance Index is the Bloomberg AusBond Bank Bill Index (Bloomberg Page BAUBIL)
- 3 Excess performance is the rate of return of the portfolio in excess of the Performance Index

Trading Book	Weighted Average Running Yield
Queanbeyan-Palerang Regional Council	4.90



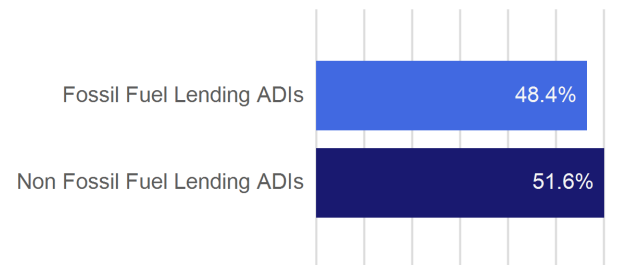
## 5. Portfolio Fossil Fuel Summary For Period Ending 31 July 2024

### Portfolio Summaries As At 31 July 2024

#### Portfolio Summary by Fossil Fuel Lending ADIs

ADI Lending Status	% Total	Current Period	% Total	Prior Period
<b>Fossil Fuel Lending ADIs</b>				
AMP Bank Ltd	0.4%	927,551.22	0.4%	927,551.22
ANZ Banking Group Ltd	1.3%	3,000,000.00	1.2%	3,000,000.00
Bank of Queensland Ltd	3.4%	8,000,000.00	3.3%	8,000,000.00
Commonwealth Bank of Australia Ltd	6.1%	14,250,000.00	5.9%	14,250,000.00
HSBC Sydney Branch	5.5%	12,750,000.00	5.3%	12,750,000.00
ING Bank Australia Limited	1.5%	3,500,000.00	1.5%	3,500,000.00
Macquarie Bank Ltd	4.7%	11,000,000.00	4.6%	11,000,000.00
National Australia Bank Ltd	23.8%	55,378,465.52	26.4%	63,644,337.30
Westpac Banking Corporation Ltd	1.8%	4,115,318.69	1.7%	4,168,332.42
	48.5%	112,921,335.43	50.2%	121,240,220.94

#### Fossil Fuel vs Non Fossil Fuel Lending ADI



#### Non Fossil Fuel Lending ADIs

Auswide Bank Limited	3.9%	9,000,000.00	3.7%	9,000,000.00
Bank Australia Limited	6.7%	15,500,000.00	4.4%	10,500,000.00
Bank of Queensland Ltd	3.4%	7,840,000.00	3.3%	7,840,000.00
Bank of us t/as B&E Ltd	2.1%	5,000,000.00	0.0%	0.00
BankVic	2.1%	5,000,000.00	4.1%	10,000,000.00
Bendigo & Adelaide Bank Ltd	4.7%	11,058,688.95	4.6%	11,025,585.37
Cooperatieve Rabobank U.A. Australia Branch	1.6%	3,750,000.00	1.6%	3,750,000.00
Defence Bank Ltd	2.1%	5,000,000.00	2.1%	5,000,000.00
Heritage and People's Choice Limited t/as People's Choice Credit Union	1.1%	2,500,000.00	1.0%	2,500,000.00
MyState Bank Ltd	5.4%	12,500,000.00	5.2%	12,500,000.00
Newcastle Greater Mutual Group Ltd	1.7%	4,000,000.00	1.7%	4,000,000.00
Northern Territory Treasury Corporation	3.4%	8,000,000.00	3.3%	8,000,000.00
Suncorp Bank (Norfina Ltd) - Subsidiary of ANZ	8.6%	20,050,000.00	8.3%	20,050,000.00
UBS Australia Ltd	4.7%	11,000,000.00	4.6%	11,000,000.00
Westpac Banking Corporation Ltd	0.0%	0.00	2.1%	5,000,000.00
	51.5%	120,198,688.95	49.8%	120,165,585.37



Total Portfolio	233,120,024.38	241,405,806.31
-----------------	----------------	----------------

All amounts shown in the table and charts are Current Face Values for fixed interest holdings and Market Values for unit trust holdings (if included).

The above percentages are relative to the portfolio total and may be affected by rounding.  
A fossil fuel lending ADI appearing in the non-fossil fuel related table will indicate that the portfolio contains a "green bond" issued by that ADI.

---





### Running Yields by Fossil Fuel and Ethical Ratings As At 31 July 2024

Trading Book	Weighted Average Running Yield
Queanbeyan-Palerang Regional Council	4.90
Fossil Fuel Support - Simple Interest Only	4.85
Non Fossil Fuel Support - Simple Interest Only	5.27
Fossil Fuel Support - All Securities	4.72
Non Fossil Fuel Support - All Securities	5.07

Note: If unit trust holdings are included in the report and multiple trading books hold the same unit trust security, reported IRRs can be misleading.

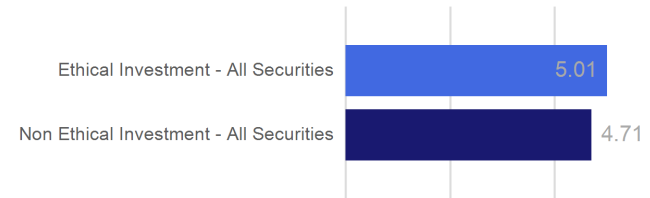
#### Fossil Fuel vs Non Fossil Fuel Running Total



Trading Book	Weighted Average Running Yield
Queanbeyan-Palerang Regional Council	4.90
Ethical Investment - Simple Interest Only	4.96
Non Ethical Investment - Simple Interest Only	5.29
Ethical Investment - All Securities	5.01
Non Ethical Investment - All Securities	4.71

Note: If unit trust holdings are included in the report and multiple trading books hold the same unit trust security, reported IRRs can be misleading.

#### Ethical vs Non Ethical Running Total





Report Code: TBSBP180EXT-00.15  
Report Description: Portfolio Fossil Fuel Summary Report  
Parameters:  
As At Date: 31 Jul 2024  
Prior As At Date: 30 Jun 2024  
Trading Entity: Queanbeyan-Palerang Regional Council  
Trading Book: Queanbeyan-Palerang Regional Council  
Settlement Date Base  
FI Holdings Only  
Print Time: 11:00:32 AM





Disclaimer:

Laminar Capital Pty Ltd ABN 33 134 784 740 (AFSL 476696), its officers, employees, agents and associates ("Associates") from time to time hold interests in securities of, or earn brokerage, fees and other benefits from, corporations or investment vehicles referred to in documents provided to clients. All information contained herein is confidential and proprietary to Laminar Capital and, accordingly, this material is not to be reproduced in whole or in part or used for any purpose except as authorised by Laminar Capital. It is to be treated as strictly confidential and not disclosed directly or indirectly to any other person, firm or entity.

Distribution of this information to anyone other than the original recipient and that party's advisers is unauthorised. Any reproduction of these materials, in whole or in part, or the divulgence of any of its contents, without the prior consent of Laminar Capital is prohibited. Any securities recommendation or comments (including an opinion) contained in this document is general advice only and does not take into account your personal objectives, financial situation or needs. Laminar Capital is not acting in a fiduciary capacity. Recommendations or statements of opinion expressed may change without notice. You should not act on a recommendation or statement of opinion without first considering the appropriateness of the general advice to your personal circumstances or consulting your investment advisor to determine whether the recommendation or statement of opinion is appropriate for your investment objectives, financial situation or needs.

Laminar Capital believes that the information contained in this document is accurate when issued. Laminar Capital does not warrant that the information contained herein is accurate, reliable, complete or up-to-date, and, to the fullest extent permitted by law, disclaims all liability of Laminar Capital and its Associates for any loss or damage suffered by any person by reason of the use by that person of, or their reliance on, any information contained in this document or any error or defect in this document, whether arising from the negligence of Laminar Capital or its Associates or otherwise. No action should be taken on the basis of or in reliance on the information, opinions or conclusions contained in this document.

Laminar Capital acts as principal when we buy and sell fixed interest securities in the secondary markets. The yield that we quote to you incorporates any margin that we may receive. The margin is the difference between the price at which we, as principal, buy the security and the price at which we sell the security to you. Laminar Capital may also receive placement fees from Issuers for distributing securities on their behalf.

This document is not, and is not intended to be, an offer or invitation for subscription or sale, or a recommendation, with respect to any securities, nor is it to form the basis of any contract or commitment. This document does not purport to identify the nature of the specific market or other risks associated with these products. Before entering into any transaction in relation to the products, the investor should ensure that it fully understands the terms of the products and the transaction, relevant risk factors, the nature and extent of the investor's risk of loss and the nature of the contractual relationship into which the investor is entering. Prior to investing in these products, an investor should determine, based on its own independent review and such professional advice as it deems appropriate, the economic risks and merits, the legal, tax accounting characteristics and risk, and the consequences of an investment in them. This is not a substantive commentary or analysis by Laminar Capital and has not been prepared as a research product or comments by a research analyst.

LAMINAR CAPITAL PTY LTD  
ACN 134 784 740  
WWW.LAMINARCAPITAL.COM.AU

MELBOURNE OFFICE: LEVEL 5 RIALTO NORTH, 525 COLLINS STREET, MELBOURNE, VIC 3000 T 61 3 9001 6990 F 61 3 9001 6933  
SYDNEY OFFICE: LEVEL 18 ANGEL PLACE, 123 PITT STREET, SYDNEY NSW, 2000 T 61 2 8094 1230  
BRISBANE OFFICE: LEVEL 15 CENTRAL PLAZA 1, 345 QUEEN STREET, BRISBANE QLD, 4000 T 61 7 3123 5370

Report Code: TEPACK080EXT-00.12  
Report Description: Investment Report Pack 080  
Parameters:  
Trading Entity: Queanbeyan-Palerang Regional Council  
Trading Book: Queanbeyan-Palerang Regional Council  
Settlement Date Base  
Period End Date: 31 Jul 2024  
Financial Year Start Date: 1 Jul 2024  
Financial Year End Date: 30 Jun 2025  
History Start Date: 1 Jan 2000  
Exclude Cash  
Exclude Unallocated Cash  
Exclude Negative Unit Holdings  
Trading Limit Parameters:  
Use Face Value  
Use Security Rating Group  
Eliminate Issuer Parent Child Effect? No  
Trading Entity Limits Only? No