

## **Ordinary Meeting of Council**

23 October 2024

# UNDER SEPARATE COVER ATTACHMENTS

**ITEMS 9.6 TO 11.2** 

## QUEANBEYAN-PALERANG REGIONAL COUNCIL ORDINARY MEETING OF COUNCIL

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# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## **Council Meeting Attachment**

## 23 OCTOBER 2024

ITEM 9.6 FEEDBACK ON BRAIDWOOD COMMUNITY PLAN

ATTACHMENT 1 FEEDBACK ON BRAIDWOOD COMMUNITY PLAN

1

## FEEDBACK on DRAFT BRAIDWOOD COMMUNITY PLAN

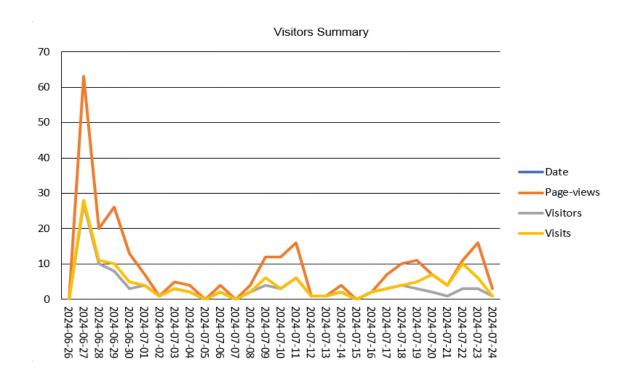
**ON EXHIBITION:** 25 June – 24 July 2024

TOTAL VISITS: 129

DOCUMENT DOWNLOADS: 74

SURVEY RESPONSES: 4





SUBURB	
BRAIDWOOD	2
BOMBAY	1
QUEANBEYAN	1

## FEEDBACK on DRAFT BRAIDWOOD COMMUNITY PLAN

DATE/TIME OF CONTRIBUTION	COMMENT	STAFF NOTE	ACTION
Jun 27 3:33pm	Thank you for sending me these projects. Since we have moved to Goulburn, I will no longer be eligible to comment on these important matters, so please deregister the listing. Good luck in the future and we miss Braidwood.	Noted. Contributor has been deregistered as requested.	No change to plan
Jun 27 5:01pm	Ian believes this is a good project providing the \$500 fee does realise benefits as process being a proposed process is unknown, so if an effective risk mgt process has been conducted I give it the tick of approval.	This comment is actually about the Property Information Fee which was also on public exhibition.	No change to plan
Jul 01 10:30am	No burial options are mentioned for once the current cemetery is full, linked to the recent cemetery consultation. I recall the workshops looked at this. Natural burial was wanted, along with the lawn options. With support for future options like human composting, with facilities in town creating jobs. I realise that is not yet realistic. We need a mortuary in town, which would need to be in the industrial zone.	Noted. The provision of burial options for Braidwood is covered in the Cemeteries Strategic Plan which addresses the LGA as a whole and acknowledges that the Braidwood Cemetery is approaching capacity. This includes options such as human composting which is not currently permitted under legislation.	
Jul 22	I am relieved to see we now have a plan. Roads are prime importance. I would like to see Braidwood as a Destination which means that Council should be encouraging the building of the 60 bed motel in Lascelles St. This would alleviate the accommodation crises caused by the function Centre. If constructed, Braidwood could then have a bi-pass to remove heavy duty vehicles and passes by from Wallace St. The off street parking area behind the theatre is essential immediately The council area should not be considered for housing. a managed Housing area could be along Bombay road. Braidwood has had three lots of Low cost housing which when sold became high cost. Housing commission along Coronation Avenue. Houses for council employees in Lascelles Street ,house for a doctor and I built three units in Royds Lane rented out at for aged or people needing respite \$180. which I recently sold and they are now \$400.per week. Money has been the priority of out of town developers. One tree hill was an aboriginal corroboree site confirmed by	Noted	No change to plan
11.57am	Uncle Max and Emma Coghills diary QPRC has allowed unsuitable housing on a steep incline with no storm water canal.		

# QUEANBEYAN-PALERANG REGIONAL COUNCIL

## **Council Meeting Attachment**

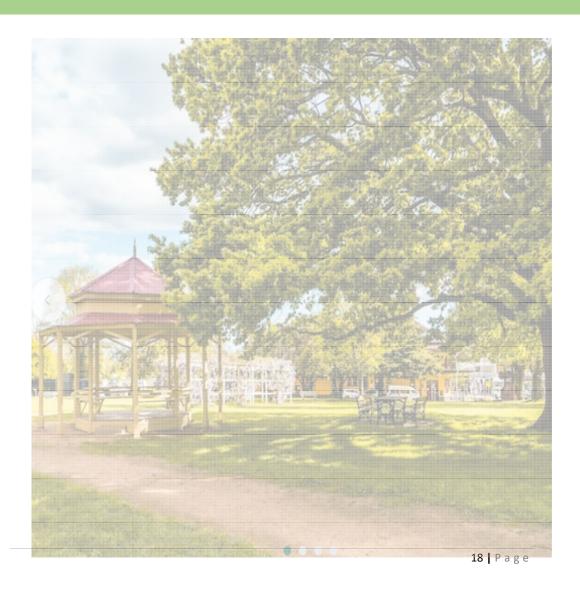
## 23 OCTOBER 2024

ITEM 9.6 FEEDBACK ON BRAIDWOOD COMMUNITY PLAN

ATTACHMENT 2 BRAIDWOOD COMMUNITY PLAN OCTOBER 2024

2024-2034

## BRAIDWOOD COMMUNITY PLAN





This strategy acknowledges the traditional custodians of the Braidwood Region.

Braidwood is located within the Yuin Nation, on Walbanga Country. The Walbanga People speak dialects of the Dhurga language.

We pay our respects to their 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.** 

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## 1. Purpose of this plan

This plan has been developed to document and acknowledge the issues and projects that are important to the people of Braidwood and the surrounding villages. This will enable both Council and the community to take advantage of funding and other opportunities as they become available. It will also provide a sense of accomplishment as the projects are completed.

The plan will provide input into Council's Delivery Programs and Operational Plans that determine Council actions and projects for the following four years and one year respectively.

This is part of Council's Integrated Planning and Reporting Framework which is an hierarchial set of inter-related plans that deal with the organisation's delivery of services. These are shown in the diagram following.

- The Community Strategic Plan identifies the objectives (directions) that the community wants to head towards and sets out the strategies (key goals) on how they will get there.
- The Delivery Program picks up these strategies and then links them to the actions Council
  will undertake over the following four years.
- The Operational Plan looks at the specific actions Council will undertake within EACH financial year. It will identify the annual budget required to deliver the actions plus the responsible officer who will implement them.
- Regional Strategic Plans will help to inform the delivery program and operational plan to anticipate funding including grant applications.



Figure 1: QPRC Integrated Planning Process

## 2. Consultation

Consultation with stakeholders is an important part of developing a community plan. Workshops were held with representatives of youth and business and expressions of interest were circulated to the community. In acknowledgement that there have been a range of consultations with Braidwood residents over the past few months, this plan has been developed using those consultation documents provided by:

- Braidwood Community Association
- Braidwood Life Centre
- Braidwood and Villages Business Chamber
- Braidwood and Villages Tourism

It was also informed by the Braidwood and District Resilience Plan, the Braidwood Vision document and the consultation document developed during consultations on the Braidwood Structure Plan. This document is provided as a draft for further discussion and amendment. The purpose of the document is to assist in identifying priorities for Braidwood and the region. It will assist Council in identifying important grant projects. The plan will be formally updated at the conclusion of each Council term. The plan is a 'living' document that belongs to the community.

## 3. Describing Braidwood

The Braidwood district is a unique and picturesque region located on the southern table lands of NSW, nestled between the coastal range and the Great Dividing Range with the Shoalhaven River running between the two ranges. The region is known for its natural beauty, rich history, artisan community and unique produce. Along with the surrounding villages and rural communities, Braidwood is a unique vibrant region with a strong and well-preserved heritage, dating back to the early 1800s. On 3 April 2006, Braidwood and its setting was listed on the NSW State Heritage Register as an 'excellent surviving example of a Georgian period town plan dating from the late 1830s'. This community strategic plan covers the Braidwood township (shown below) and its immediate surrounding areas.



Figure 2: Braidwood 2021 Census Data (Urban Centre)

Braidwood is primarily and traditionally a rural area, with an agricultural economy, supplemented by service industries and businesses catering to tourism and hospitality. However, people involved in the arts and other creative endeavours have been attracted to the area since the early 1970s and, in recent years, 'tree changers' of all ages have relocated to Braidwood. The ability to work from home via telecommunications has facilitated that trend.

Traditionally, residents have been closely linked by family connections and a shared history and lifestyle. Braidwood continues to be a cohesive community with strong personal links and a sense of shared identity.

## 4. Braidwood Demographics

Based on 2021 census the population of Braidwood town is 1,414, living in 909 dwellings with an average household size of 2.1 people. Braidwood has a land area of 234.6 sq kilometres and a population density of 7.28 people per kilometre.

Twenty-three (23) percent of the population was born overseas predominantly in United Kingdom, New Zealand and France. Australian Aboriginal people make up 1.6% of the population. From 2016 to 2021, Braidwood's population increased by 141 people (10%).

The following graph shows population by age group, compared with the whole Queanbeyan-Palerang region.

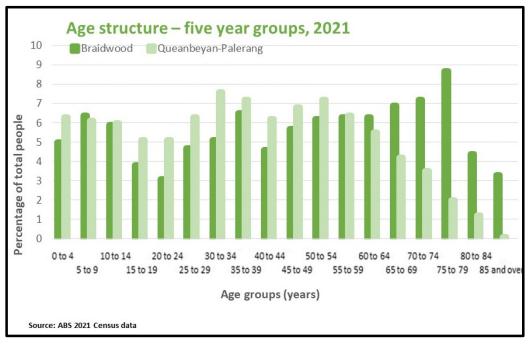


Figure 3: Braidwood Five Year Age Groups, ABS Census 2021

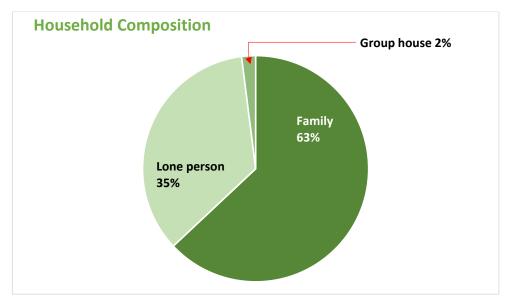


Figure 4: Household Composition, ABS Census 2021

Median Age 48 QPRC area 38 Regional NSW 43 New South Wales 39	Lone Person Households 35% QPRC area 38 Regional NSW 43 New South Wales 25	Median weekly income (household) \$1,367 QPRC area \$2,295 Regional NSW \$1,466 New South Wales \$1,849		
\$392 QPRC area \$500 Regional NSW \$399 New South Wales \$500	Median weekly rent \$350 QPRC area \$360 Regional NSW \$330 New South Wales \$420	Households renting 26% QPRC area 26% Regional NSW 27% New South Wales 33%		
University qualification 27%  QPRC area 28%  Regional NSW 18%  New South Wales 28%	Overseas born 23% QPRC area 26% Regional NSW 12% New South Wales 29%	Unemployment 4% QPRC area 3.1% Regional NSW 5.0% New South Wales 5.0%		

Figure 5: Braidwood Population Highlights and Comparisons, ABS Census 2021



Figure 6: Main street of Braidwood - Wallace Street

## 5. Vision

The vision statement for this plan is taken directly from the work already completed by the Braidwood community - 'We strive to be a willing, inclusive and supportive rural and regional community, rich in social connections, protective of our natural environment, respectful of our history and heritage and invested in our thriving and diverse economy.' The diagram below shows the vision developed during the workshop with Braidwood youth.



Figure 7: Vision Wheel Developed by Braidwood Youth, Workshop 2023

## 6. Strategies and values

QPRC STRATEGIC THEMES	BRAIDWOOD STRATEGIC THEMES	VALUES				
Contemporary civic leadership and governance	History and heritage	We will value, celebrate, and promote:  Our First Nations Peoples, the Dhurga speaking people of the Yuin Nation  The contributions of settlers and migrants  Our unique heritage – the only State Heritage listed town in NSW				
A safe, resilient & well-connected community with good infrastructure	Diverse, inclusive and supportive community	We will be: A genuine rural community Caring inclusive and generous Encouraging and supportive of our youth Protective of our diversity – creating an interesting environment				
A clean, green community	Rich natural environment	We will:  Continue as active custodians of our unique and beautiful environment.  Value, protect, and promote our district's unique biodiversity, natural beauty and attractions in a responsible way				
A safe, harmonious, happy and healthy community	Sustainable and Resilient Community	We will:  Engage proactively with all levels of government and regional partners.  Contribute to planning & managing, our region in line with our Vision.  Ensure our growth is sustainable.  Require our infrastructure, facilities and amenities meet community needs and are proactively managed and enhanced				
A diverse, resilient and smart economy that creates choice	Vibrant and Balanced Economy	We will:  Create a thriving and varied economy that takes advantages of our rural industries and local produce, small businesses, eco and heritage tourism, creative strengths and remote working opportunities.  Promote Braidwood as a small, but important regional hub.  Work to achieve a balance of sectors creating economic resilience & offering opportunities to our young and old, locals & newcomers				

Figure 8: QPRC Strategic Themes (Community Strategic Plan) Braidwood Strategic Themes & Values (prepared by BAVBC and Braidwood & Villages Tourism)



Figure 9: Braidwood Post Office built in 1865

## 7. Achievements 2017-2023

AREA	ITEM					
Infrastructure	Construction of Braidwood Waste Transfer Station					
minastructure	Reinstatement of Braidwood Landfill					
	Upgrade of Shoalhaven Pump Building					
	Upgrade to Braidwood truck wash					
	Upgrade of Sales Yard					
	Review of Braidwood water supply					
	Water Services Replacement					
	Sewer Main Upgrade					
	Sewer – Manhole upgrades					
	Purchase of 88 Wallace Street					
Plans	Braidwood Floodplain Risk Management Plan and Study					
	Braidwood Grazing Industry Weed Management Plan					
	Palerang Communities Integrated Water Cycle Management Strategy					
	Braidwood Archaeological Management Plan					
	Decontamination Plan for 88 Wallace Street					
Roads and footpaths	Construct & Seal - Grants NerrigaRd					
	4.4-6.6km from Araluen Road					
	Lascelles Street upgrade					
	Repair of Majors Creek Road					
	Sealing of Saleyards Lane					
	Braidwood safety improvements on Kings Highway					
	Lascelles Street footpaths					
	Elrington Street footpath					
	Coronation Avenue shared path					
	Paths leading to Braidwood Pool (funded but not yet completed)					
Parks and recreation	Ryrie Park playground and upgrades					
	Recreation ground stage 1 - Amenities block, canteen, sports court, multipurpose room, BMX track					
	Recreation ground stage 2 – Playground, tennis courts, tree removal, tiered seating					
	Recreation ground stage 3 – internal works and drainage channels					
	Braidwood Skate Park					
	Braidwood Pool upgrade					
	Floodlights on the Braidwood Recreation Ground					
	Beefing up Braidwood weed control					
Community	ABC Radio Signal boosted in Braidwood					
·	Establishment of QPRC Bushfire Recovery Centre					
	Various projects under bushfire grants					
	Upgrade of the National Theatre					
	Heritage assistance grants for six properties including the showground					
	Treasure Trail economic development campaign					
	Accessibility Pod in Braidwood pool					
	Community Centre for youth and community groups					



Figure 10: the Royal Mail Hotel, Wallace Street Braidwood

## 8. Future Priorities for Braidwood

The following actions have been identified as important for the community of Braidwood over the next months and years. Council will have varying roles in these actions ranging from support and/or advocate to provider or facilitator. Many of the actions will require collaboration.

A brief explanation of these terms is shown below.

ADVOCATE	Publicly recommend and/or support
PROVIDE	Make available for use or supply
COLLABORATE	Work jointly on an activity or project
SUPPORT	Give assistance
FACILITATE	Help to bring about

Actions that are not in the current QPRC Operational or Delivery Plans will need to source funding, predominantly through grants. This list will assist Council and the community to identify local priorities.

Underpinning the development of Braidwood will be security in the provision of:

- water supply and planning for increased demand for water.
- stabilising power sources for fewer outages (generation/battery, local solar).
- stabilising internet connection resilience which is currently inadequate for a digital economy.

## NOTE:

Braidwood and Villages Business Chamber
Braidwood Community Association
Braidwood European Wasp Offensive
Braidwood Urban Landcare Group
Braidwood Youth Performing Arts Association
Multi Purpose Health Service
Queanbeyan-Palerang Regional Council
Transport for NSW
Upper Shoalhaven Landcare Council
Visitor Information Centre

AREA	ACTIONS	SHORT	MEDIUM	PNOT	PROJECT LEAD	PARTNERS/ PLANS
	Coordinated community input into road condition reports and repair advocacy	Х	Х	Х	ВСА	Council, TfNSW
	Paths and verges built and maintained including more accessible footpaths and ramps from footpaths to roads for safe access	Х	Χ	Χ	Council	QPRC Operational Plans
	Braidwood Bypass			Χ	TfNSW	QPRC, Funding bodies
	D&S site redevelopment		Χ		Council	Funding bodies
	Move Council depot to allow redevelopment of the D&S site		Х	Χ	Council	Funding bodies
	Development of a shared path around Braidwood and walking paths along creeks and on Glenmore Road.		Х		Council	BULG
	Repairs and resealing of Wallace Street road pavement including resurfacing of kerbside edges, filling of potholes etc		Χ		TfNSW	

AREA	ACTIONS	SHORT	MEDIUM	LONG	PROJECT LEAD	PARTNERS/ PLANS
	Stormwater drainage at the Life Centre/ Changing Rooms and the recreation ground	Х			Council	
	Zip line over Bombay bridge – Bombay - Farrington - Wymbene			Χ	BAVBC	
	Pool replacement			Χ	NSW & Federal Government	
	Community garden – added wicking beds and outdoor table with a roof and seating.		Χ		QPRC	
	Increased maintenance of unsealed roads and other rural roads	Х	Χ		BULG	
	More bins in the main street and replacement with those that European wasps can't easily enter		Χ		QPRC	
	Concrete existing walking paths (Judith Wright gardens to Archer Bridge)	Х	Х		QPRC	BULG, Braidwood Common s355 Committee
	Services connected to dedicated light industrial area		Χ		Developers	QPRC
	Mainstreet beautification program		Χ		QPRC	BCA. BAVBC
	Traffic calming measures in residential streets – review of speed limits	Х			TfNSW, QPRC	
	Pedestrian islands at corner of Monkittee and Wilson Streets for elderly residents at Summerfield and MPS	Х	Х		QPRC	
	Fenced dog park		Х		QPRC	
	Underground wiring in Wallace Street			Χ	Essential Energy	
	Better street lighting in town (solar powered).		Х		Essential Energy	
	Develop camping and caravan facilities at the show ground		Χ		QPRC	s355 Committees
	Tech hub with reliable internet access		Χ			
	Efficient storm water infrastructure		Χ		QPRC	
	Secure water supply	Χ	Χ		QPRC	
	Consider one-way traffic on Park Lane next to St Bede's School and Royal Hotel		Х		TfNSW	QPRC
	Review of Braidwood Pedestrian and Bicycle Facilities Plan	Χ			QPRC	

AREA	ACTIONS	SHORT	MEDIUM	LONG	PROJECT LEAD	PARTNERS/ PLANS
z	New residential development areas (outside Heritage Curtilage) linked to expansion of water supply and re-zoning linked to provision of low-cost housing as part of developer contributions		Х		QPRC	Braidwood Structure Plan
ATIO	Accommodation strategy to facilitate sustainable housing including the provision of emergency accommodation	Χ	Χ		QPRC	Braidwood Structure Plan
ACCOMMODATION	Encourage development of tourist accommodation – additional motel, caravan park, tiny homes, farm stay and accommodation around National Parks		Χ		QPRC Developers	
ACC	Front line services accommodation (temporary and permanent) for service workers	Х	Х		NSW State Gov't	
	Provision of social housing		Χ		NSW State Gov't	Braidwood Structure Plan
	Facilitate the development of affordable (medium density)		Χ		Council	
	Work with NSW Heritage to clarify the implementation of Braidwood' Heritage listing.	Х			Heritage NSW, QPRC	15 year Review
	Assistance for Heritage maintenance main street businesses (painting)	Х	Χ		Council	NSW State Gov't
HERITAGE	Develop & encourage partnerships with community organisations, QPRC & NSW Heritage to ensure preservation of Braidwood's heritage & development for tourism	Х	Х		QPRC	BCA DAVBC, Braidwood & District Historical Society, Heritage NSW
HER	Create better connection to Country and Aboriginal Heritage.	Χ	Χ		Heritage NSW	QPRC, Braidwood & District Historical Society
	Use connections to showcase at the Museum, teach at schools and local NAIDOC events	Х	Χ		Braidwood Museum, Local Schools, QPRC	Local Schools QPRC
	Increase resources for heritage advice	Х	Х		QPRC NSW State Gov't	

AREA	ACTIONS	SHORT	MEDIUM	PNOT	PROJECT LEAD	PARTNERS/ PLANS
SOCIAL SERVICES and COMMUNITY	Continue & enhance support for BLC activities to assist vulnerable residents	Х	Х		BLC	QPRC (Community Development team)
	Communicate information about community services available in the region	Χ	Χ		QPRC (Community Development team)	BCA BAVBC
	Identify service deficiencies & advocate for improvement including cost effective community & medical transport		Χ		QPRC, NSW State Gov't, Federal Gov't	Valmar, Community Transport, BCA, MPS
	More frequent & subsidized bus service to connect with Queanbeyan via Bungendore		Χ		Bus Operators	QPRC
G	Provision of youth workers & programs	Χ	Χ		QPRC	
E.S.	Audit & provision of disability access	Х	Χ		QPRC	
SOCIALS	Preparation for future emergencies and natural disasters	Х	Χ		Emergency organisations	QPRC
	Continue to support performing & visual arts, music & dance opportunities	Х	Х		ВҮРАА	QPRC
	Provision & support for early education childcare	Х	Χ		Private providers, QRPC	
COMMERCIAL	Small abattoir near Saleyard (if permissible in that location).		Χ	Χ	BAVBC	QPRC
	Investigate the use of local biosolids		Χ		BULG	USLC
JER.	Build Braidwood Cooperative		Χ		BAVBC	
≥	Explore Community Improvement District (CID) program	Χ			BAVBC, BCA	QPRC
9	Encourage more businesses into the industrial precinct & more land sales in the commercial precinct		Χ		Developers, Landownders	Braidwood Structure Plan
TOURISM	Build Braidwood brand		Χ		BAVBC	
	Support a Local Community Events Coordination team	Х			BAVBC	VIC, QPRC, Other community organisations
	Identify local attractions/ projects list including parks and wildlife, attractions, tours, maps and guides.	Х	Χ		QPRC	VIC BAVBC
	Complete the Heritage museum project.	Х			Braidwood & District Historical Society	NSW State Gov't
	Develop & maintain cycle, mountain bike & walking trails/ signage		Χ		QPRC	

AREA	ACTIONS	SHORT	MEDIUM	LONG	PROJECT LEAD	PARTNERS/ PLANS
	Platypus walk around the golf course			Х	Landowners Braidwood Serviceman's Club	
	Develop booklet to promote attractions, businesses & hospitality options	Χ			BAVBC	QPRC Tourism team
	Develop a Machinery Trail for Braidwood & Villages		Χ	Χ	BAVBC	
	Promote & encourage open/ tour of historic homes and gardens		X		QPRC Tourism team BAVBC	Property owners Braidwood pre school annual fundraiser
	Support farmers, growers and artisan markets	Х	Χ		Local producers	QPRC
	Community event on sales day				BAVBC	
ENVIRONMENT	Footbridge across creek at the end of the nature walk to enable a roundtrip walk of Braidwood Common	Х	X		Comonwood Farm Braidwood Common s355 Committee	QPRC
	Weed control of the Braidwood Common & along all Braidwood creeks	Х	Χ		Commonwood Farm	Braidwood Common s355 Committee, BULG
	Food resilience projects			Χ	Commonwood Farm, Braidwood Life Centre	Growers, Braidwood Common s355 committee
	Maintain & enhance wildlife habitat on Braidwood Common & along al Braidwood creeks	Х	Χ		Commonwood Farm,	Braidwood Common s355 committee, BULG
	Access to and use of National Park – collaboration with private owners		Χ		NPWS, Private land owners	
	More trees and environmental enhancement in and around town, linked to QPRC Urban Forest Cooling Strategy	Х	Χ		QPRC	BULG, USLC
	Identification signs of trees in Ryrie Park		Χ		QPRC	
	Climate change – community preparedness- infrastructure – public cooling centres		Х		QPRC	
	Water cycle management including the productive use of rainwater		Х			

AREA	ACTIONS	SHORT	MEDIUM	PNOT	PROJECT LEAD	PARTNERS/ PLANS
	Regulation of domestic cats		Χ		QRPC	
	European Waso control on all public land	Х	Χ		QPRC	
	Local clean energy production		Χ		Braidwood Clean Energy	QPRC
					Group	Other community groups



Figure 10: Braidwood Skate Park

## 9. Review and Updates

This Community Plan reflect the consensus view of the people and associations of Braidwood. The development of the plan has attempted to include the broadest range of stakeholders possible. Whilst it covers the five year period from 2024-2029, it is a living document that is provided as a flexible roadmap that can adapt to changing circumstances and new information.

The plan will be updated each new financial year from July 2025 and have a full review at the end of the 2028-29 year. This will be led by the Manager, Community Development and involve the groups identified in the note above an any additional interested parties who lives and/or work in Braidwood.

This plan recognises the ongoing work of the associations, businesses and people of Braidwood and the surrounding villages.

Continued work on the community plans across the LGA will determine whether the Progress Associations of Majors Creek, Araluen, Mongarlowe, Nerriga and other should be included in the Braidwood Community Plan or will develop their own local plans.

## QUEANBEYAN-PALERANG REGIONAL COUNCIL

## **Council Meeting Attachment**

## 23 OCTOBER 2024

ITEM 9.7 RENEWAL OF LICENCE AGREEMENT - CARTEL TAQUERIA - 4-6 TRINCULO PLACE, QUEANBEYAN

ATTACHMENT 1 DRAFT LICENCE AGREEMENT - CARTEL TACOS - 2025

## LICENCE AGREEMENT

QUEANBEYAN-PALERANG REGIONAL COUNCIL (ABN 95 933 070 982))

(Licensor)

PARC FOOD GROUP PTY LTD (ACN 657 329 096)

(Licensee)

**ANNA PETRIDIS & RAMONA CHIENG** 

(Guarantor)

THIS DEED dated 2024

PARTIES: QU

QUEANBEYAN-PALERANG REGIONAL COUNCIL (ABN 95 933 070 982) of 257 Crawford Street, Queanbeyan, in the State of New South Wales. (*Licensor*)

PARC FOOD GROUP PTY LTD (ACN 657 329 096) of 99A MacFarland Crescent, Pearce, in the Australian Capital Territory (*Licensee*)

ANNA PETRIDIS of 104 Pridham Street, Farrer, ACT 2607

RAMONA CHIENG of 95 Artesian Avenue, Wantrina South, VIC 3152
(Guarantor)

## INTRODUCTION

- A. The Licensor wishes to provide a café facility that will be a draw card to the Queanbeyan River environs, promote activities associated with the Queanbeyan River and provide an attractive venue.
- B. The Licensee has agreed terms with the Licensor to operate a café/kiosk in Ray Morton Park at the areas specified in Annexure "A" and marked Area 1 Trinculo Place Queanbeyan (the "Premises") to fulfill the intentions described in Recital A.
- C. The Licensor agrees to license the Premises to the Licensee on the terms and conditions set out in this Licence.
- D. The Guarantors have agreed to guarantee the obligation of the Licensee on the terms and conditions set out in this Licence.

## IT IS AGREED:

## 1. INTERPRETATION

In this Deed, unless otherwise indicated by the context:

- (a) Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday;
- (b) Business Hours means the hours between 9.00pm to 5.00pm on a Business Day;
- (c) Licence and Deed mean this Deed and includes all schedules and annexures hereto:
- (d) Licensee means the Licensee and its servants and agents;

[f]

- (e) Licensor means the Licensor and its servants and agents;
- (f) Land means the land on which the Premises are located;
- (g) Permitted Use means operation of a cafe business and includes any thing permitted or required to be done under clause 7 of this Deed.
- (h) Premises means the café area depicted in the building shown on Annexure "A"
- (i) Term means the period described in clause 3 of this Deed;
- (j) words importing the plural number shall include the singular number and vice versa;
- (k) words importing the masculine gender only shall include the feminine or neuter gender or vice versa;
- (I) any covenant on the part of one or more persons shall bind such persons jointly and each of them severally.

## 2. GRANT OF LICENCE TO USE PREMISES

- 2.1. The Licensor grants to the Licensee an exclusive licence to use the Premises for the Permitted Use.
- 2.2. Nothing in this Licence is intended to or will confer on the Licensee any right as tenant of the Premises or any part or parts thereof or create the relationship of landlord and tenant and/or lessor and lessee between the parties pursuant to this Licence and any such implication or inference is expressly negatived.
- 2.3. It is further expressly agreed and declared that this Licence will be conclusive evidence that the relationship between the parties is and at all times during the continuation of this Licence will be that of licensor and licensee and that the rights of the Licensee as such licensee are fully set out in this Licence and that no representation or warranty contrary to or inconsistent with this Licence or as to the suitability of the Premises or any part of it has been given by the Licensor or any servant or agent of the Licensor to the Licensee or the Licensee's servants or agents.

## 3. TERM OF LICENCE

- 3.1. The Licence will take effect from the commencement date specified in Item 2 in the Schedule and subject to the following will continue to the finishing date specified in Item 2 in the Schedule.
- 3.2. Should the Licensor permit the Licensee to continue to use the licensed area after the expiration of the Term, such continued use will be upon the terms and conditions set out in this Deed as a licence to be extended on a monthly basis at the Licence Fee

Page 2 of 16

determined by the Licensor and notified to the Licensee and payable as provided in Clause 5 such licence being determinable by not less than one month notice in writing from either party to the other provided that this Licence shall in any event terminate as provided for in clause 3.4.

### 3.3. The Licence will terminate:

- (a) upon expiry of the term specified in clause 3.1;
- (b) in accordance with clause 3.4; or
- (c) if there is a severe and substantial breach of any of the terms of this licence
- 3.4. Upon the termination of the Licence, the Licensee will promptly remove any goods or equipment belonging to it or to any other person associated with it from the Premises and every part thereof within a period of 14 days from the date of termination and in default thereof the Licensor will be entitled to remove the same and whatsoever the Licensor or any person authorised by it does in the Premises will be deemed to have been done with the full authority of and as agent for and at the risk in all respects of the Licensee.

## 4. PAYMENT OF LICENCE FEE

- 4.1. The Licensee must pay to the Licensor during the continuance of the Licence as described in Item 3 in the Schedule payable in advance by equal monthly instalments on the day described in Item 3 in the Schedule and proportionately for any broken period being less than a month
- 4.2. The Licence fee from the Commencement Date and for subsequent periods in the Option Licence shall be as set out in Item 3(a) of the Schedule.
- 4.3. The Licence Fee must be reviewed on each anniversary of the Commencement Date in the manner specified in Item 3 of the Schedule.
- 4.4. In case the licence fee or any part thereof is in arrears for 14 days after the due date for the payment (although no formal demand has been made) or in case default is made in the performance or observance of any covenant or condition or stipulation of this Deed and on the part of the Licensee to be performed or observed then and in any of such events the Licensor will be entitled immediately to determine the Licence by notice in writing to the Licensee

## 5. SECURITY BOND

The Licensee, shall on or before the signing hereof, pay to the Licensor a security bond in the amount mentioned in Item 3 of the Schedule which sum shall be refunded to the Licensee on the termination of this Licence and the vacation of the Premises by the Licensee provided that the Licensor shall be entitled to deduct from the said sum or

Page 3 of 16

apply the same in or towards any breach by the Licensee of any of the terms conditions or covenants of this licence and provided further that such deduction shall not be deemed to waive the rights of the Licensor in respect of the Licensee's breach.

#### 6. OTHER PAYMENTS

- 6.1. The Licensee must pay all outgoings related to the land on which the Premises are erected including but not limited to water rates and charges, sewer rates and charges, the cost of services supplied to the Premises for electricity, gas, cleaning, waste disposal, security, fire protection and any other utility and like expense.
- 6.2. The Licensee must pay for the connection of and the usage of all telephones and other communications equipment it uses in the Premises.

### 7. LICENSEE'S COVENANTS

The Licensee must:

- (a) meet National Food Authority requirements for operation of a facility designed in accordance with AS 4674-2004 "Design, Construction and Fitout of Food Premises";
- (b) Recognise the cafe as a feature of the Queanbeyan River environs and promote the river, local parks, walking trails and local features associated with this unique location;
- (c) use its best endeavours to develop and promote the café and its services;
- (d) open the Premises for the public only during the hours in Item 4 of the Schedule;
- (e) keep up to date and proper and separate accounts of its operation of the business operating in and from the Premises;
- (f) not to cause or permit any rubbish to be placed thrown or dropped in or about the Premises and will at all times endeavour to ensure that the Premises and associated outdoor areas are kept clean and tidy;
- (g) follow instructions given by any person appointed by the Licensor to control the Premises and to adhere to and follow any directions and regulations displayed in the Premises or otherwise communicated to the Licensee from time to time relating to the use of the Premises' facilities;
- (h) comply with and observe all statutes, regulations, ordinances and with all requirements or notices received from any competent authority regarding the use or occupation of the Premises;

Page **4** of **16** 

 in a flood or emergency situation work co-operatively with Council, the NSW Police and local emergency service organisation, and obey evacuation re-entry and clean up instructions.

#### 8. COMPLIANCE BY LICENSEE

The Licensee must conduct itself and carry out all its activities associated with the Premises in the manner required by this Licence, the Development Approval for the Premises, the Licensor's Plan of Management for Ray Morton Park and the conditions in any liquor licence obtained for the Premises.

### 9. LICENSOR'S COVENANTS

- 9.1. The Licensor is responsible for capital works and major maintenance of the structure of the Premises.
- 9.2. The Licensor is responsible for general and garden maintenance of Ray Morton Park
- 9.3. The Licensor will carry building insurance to cover the Premises and will carry appropriate insurances for the area surrounding the Premises.

## 10. INDEMNITY AND INSURANCE

- 10.1. The Licensee will not do or omit to do or permit or suffer to be done or omitted any act matter or thing which might in any way endanger the Premises or any part thereof or any person equipment chattels or goods whether the property of the Licensor or not which may be in the Premises or any part thereof and will keep the Licensor indemnified against all liability for death of or injury to persons or loss of or damage to property arising directly or indirectly through the use of the Premises by or on behalf of the Licensee in pursuance of this Licence or otherwise arising out of this Licence whether such liability be at common law or otherwise;
- 10.2. The Licensee must pay all costs and expenses of whatsoever nature incurred by the Licensor arising from any default by the Licensee under this Licence;
- 10.3. The Licensee must effect and keep effected during the continuance of this Licence adequate insurance for
  - (a) Workers Compensation;
  - (b) Public Risk for claims up to \$20,000,000;
  - (c) Business Insurance

to the satisfaction of the Licensor. The Licensee if required by the Licensor will immediately produce to the Licensor the policies and the receipts for the last premiums.

Page **5** of **16** 

### 11. COSTS OF AGREEMENT

- 11.1. Each party must pay its own costs of the preparation and completion of this Licence and all out-of-pocket expenses
- 11.2. The Licensor must pay any stamp duty payable on this Licence;

### 12. ACKNOWLEDGEMENT BY LICENSEE AS TO CAR PARKING

The Licensor will not provide the Licensee or the Licensee's staff with reserved car parking.

### 13. MISCELLANEOUS AGREEMENTS BETWEEN THE PARTIES

The parties agree as follows:

- the Licensor will not be responsible for the safe custody of any goods, equipment or belongings of the Licensee or its employees or any person associated in any way with the Licensee in the Premises;
- (b) the Licensor will not be liable or responsible for and is released from and indemnified against any responsibility for any loss, damage or injury which may be sustained by the Licensee or any of its servants or agents in or arising out of the exercise of the Licence or of the powers and authorities conferred on the Licensor, and the Licensor will not in any way whatsoever be liable or responsible for and is to the fullest extent permitted by law released from and indemnified against any liability firstly for any loss, damage or injury sustained by the Licensee or any of its servants or agents as a result of the Licensee being permitted to use the Premises pursuant to the Licence and secondly for any loss of or damage or injury to any chattel or thing except in either case where any such loss damage or injury is due in whole or in part to negligence on the part of the Licensor;
- (c) the Licensor will at all times during the continuance of the Licence retain possession of and full control over the Premises and in particular but not limited to will at all times by itself its servants and agents have full and free access thereto for such purposes as it may see fit except during the conduct of normal business activities and subject to it or they not impeding the Licensee in the conduct of its business;
- (d) in exercise of the liberties granted, the Licensee will use its best endeavours to ensure its invitees will not do omit to do or permit or suffer to be done or omitted any act matter or thing which will be or may grow to be a nuisance or annoyance to the Licensor, or other users of the Land, or the owner or occupiers of neighbouring premises.

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#### 14. ABATEMENT AND DESTRUCTION

## 14.1. Damage

If the Premises are damaged by fire, lightning, storm, tempest, flood or other disabling cause so as to render the premises unfit for occupation by the Licensee, or if the Licensor is for any reason unable to provide the Licensee with adequate access to and from the premises, the Licence Fee or a proportionate part of it will abate, unless that damage or restriction on use was caused by the Licensee.

### 14.2. Destruction

If the premises are totally destroyed, this Deed may be terminated by written notice by either the Licensor or the Licensee without liability attaching to either party by reason of that termination.

## 14.3. Disputes

- (a) Any dispute concerning the amount of the Licence Fee to be abated and the duration of such abatement, will be determined by an expert valuer selected by mutual agreement between the Licensor and the Licensee.
- (b) If the parties are unable to agree on such a valuer within one month of the date on which the dispute occurred, then either the Licensor or the Licensee may request the President of the Australian Property Institute Inc. (NSW Division) to appoint an expert valuer to make a final determination of the amount by which the License Fee is to be abated and of the duration of such abatement.
- (c) In making any determination, the valuer will be deemed to be acting as an expert and not as an arbitrator, and any costs incurred will be borne equally by the parties.

## 15. GENERAL

## 15.1. Notices

- (a) All notices, demands and other communications ("**Notices**") required or permitted to be given by one party to another must be in writing and:
  - (i) delivered personally;
  - (ii) sent by pre-paid mail to the address shown in this Deed;
  - (iii) sent by email to the email address set out in the Schedule for the relevant party, or such alternative email address as may be notified by one party to the other from time to time.

Page **7** of **16** 

- (b) A Notice or other communication is taken to have been received (unless otherwise proved):
  - (i) if mailed, on the second business day after posting;
  - (ii) if sent by email, at the time the email is transmitted (or, if transmitted after 5.00pm or on a day other than a business day, at 9.00am on the immediately following business day) provided that the sender is able to demonstrate that the email was received and viewed by the recipient.
- (c) All Notices will be sent to the address for the party contained in this Deed or other address notified to the other party in writing.

## 15.2. Severability

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions of this Deed.

### 16. GOODS AND SERVICES TAX

The Licensee will in addition to the licence fee and other amounts payable under this Deed pay

- (a) All goods and services taxes, value added taxes, consumption taxes or other similar taxes, duties, surcharges, levies or imposts imposed, charged or levied (collectively referred to in this agreement as "GST") in respect of rent or other charges or supply (collectively called "a supply") paid or received pursuant to this Deed.
- (b) If the amount of GST paid by the Licensee to the Licensor on a supply under this Deed differs for any reason from the amount of GST paid or payable to the Commonwealth by the Licensor on the supply, the difference must be paid to Licensor by the Licensee or by the Licensor to the Licensee as the case may be and the Licensor must provide the Licensee with any adjustment note in this respect within seven (7) days.
- (c) If GST is imposed on any supply under this Deed and the Licensee is required to pay the amount of GST to the Licensor, at the time GST is paid to the Licensor the Licensee is taken by this clause to have requested the Licensor to provide all documentation (including a tax invoice) necessary for the Licensee to claim any input tax credit for the amount of GST and Licensor must provide the documentation to the customer within seven (7) days.

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### 17. ASSIGNMENT AND SUB-LICENSING

The Licensee shall not sublicense, assign or transfer the Licence or part thereof and shall not assign any estate or interest therein except with consent in writing of the Licensor subject to the following conditions:

- (a) The Licensor must be reasonably satisfied that the Transferee or sublicensee is a respectable and responsible person of sound financial standing and capable of conducting the business permitted by the Licence on a basis which in the opinion of the Licensor conforms to the general standard by which such businesses are conducted.
- (b) That there is at that time no subsisting breach of the Licence and all fees, contributions, subscriptions, levies and other moneys due and owing to the Licensor must have been paid to the date of such transfer or sublicence. Breaches and covenants which have been waived or acquiesced in by the Licensor shall be deemed not to be unremedied breaches for purposes of this clause.
- (c) Where the transferee or sublicensee is a company the Licensor may as a condition of the granting of such consent require that the performance by the transferee or sublicensee of the covenants and conditions contained in the Licence be guaranteed by suitable guarantors.
- (d) If the Licensee is a company any change in effective control of the Licensee will be an assignment of the Licence.

## 18. GUARANTEE AND INDEMNITY

- 18.1. The Guarantor referred to in Item 7 in the Schedule has requested the Licensor to enter into this licence with the Licensee.
- 18.2. In consideration for the Licensor granting this request, the Guarantor:
  - (a) guarantees the due payment of all sums to be paid by the Licensee and the due compliance by the Licensee with all the terms and conditions of this licence; and
  - (b) indemnifies the Licensor against all losses incurred by the Licensor as a consequence of any breach by the Licensee of this licence.
- 18.3. The Guarantor must pay all sums to be paid by the Licensee and indemnify the Licensor even if the Licensor has not made a demand on the Licensee when:
  - (a) the Licensee fails to pay rent or is otherwise in breach of this licence; and

Page 9 of 16

- (b) the Licensor demands from the Guarantor payment of the licence fee or any other sum owing under this licence.
- 18.4. The Guarantor will remain liable to the Licensor even if any of the following events have occurred:
  - (a) the Licensor has exercised any right under this licence including the Licensor's rights of re-entry; or
  - (b) the Licensee (being a company) has been wound up or dissolved; or
  - (c) the Licensee (being a natural person) has been declared bankrupt; or
  - (d) this guarantee and indemnity is wholly or partly enforceable.
- 18.5. Anything which has the effect of releasing the Guarantor wholly or partly from the Guarantor's obligations under this guarantee and indemnity will not have that effect unless the Licensor has agreed in writing to release the Guarantor.
- 18.6. The Licensor may treat the Guarantor as a primary debtor and contractor jointly and individually with the Licensee.
- 18.7. If there is more than one Guarantor the provisions of this clause will apply to them jointly and individually.

### THE SCHEDULE

ITEM 1: Address of the Premises: Ray Morton Park, Trinculo Place, Queanbeyan

ITEM 2: **Commencement Date:** 

> **Finishing Date:** The Fifth Anniversary of the Commencement

> > Date

**ITEM 3: Initial Licence Fee** For 12 months from the Commencement date

\$24,000

Monthly payment: One twelfth of the Licence Fee **Monthly Date for payment:** 

Bond:

First day of each month

\$5000

Fee increases: On each anniversary of the Commencement

Date, the Licence Fee will increase by application

of the CPI Formula below.

If the Option is exercised, on each anniversary of the Commencement Date of the Option Licence, the Licence Fee will increase by application of the

CPI formula below.

If the Licensee remains in occupation after the Finishing Date the Licence fee shall increase by application of the CPI formula below on each

anniversary of the Finishing Date.

ITEM 4: **Opening Hours:** 7 am to 12 midnight (clause 8(e)).

ITEM 6: **CPI Formula:** The reviewed licence fee shall be produced by

multiplying the licence fee payable for the year immediately prior to the date of review by a fraction, the numerator of which shall be the Price Index applicable in respect of the guarter immediately preceding the date of review and the denominator of which shall be the Price Index applicable in respect of the quarter immediately preceding the date of commencement of the

previous year of the Licence.

For the purposes of this formula the expression "Price Index" means the All Groups Consumer Price Index for Sydney published from time to time in the Commonwealth Statistician's Summary of Australian Statistics. In the event of such Price Index being discontinued or abolished then such Price Index as the Commonwealth Statistician shall substitute for it and if no Price Index shall be substituted for it by the Commonwealth Statistician then any Price Index kept by the Commonwealth or the State of New South Wales Statistician as the Licensor may in

its absolute discretion select.

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Where application of the CPI formula would result in a decrease in the Licence Fee, the Licence Fee will instead be unchanged.

ITEM 7: Guarantors: ANNA PETRIDIS of 104 Pridham Street, Farrer

ACT 2607 and **RAMONA CHIENG** of 95 Artesian Avenue, Wantirna South, Victoria 3152

EXECUTED as a Deed.		
EXECUTED for and on behalf of QUEANBEYAN-PALERANG REGIONAL COUNCIL	) ) )	Signature of authorised person
Signature of witness		Print Name of authorised person
Print name of witness		Capacity of authorised person
<b>EXECUTED</b> in accordance with Section 127 of the <i>Corporations Act 2001</i> by PARC FOOD GROUP PTY LTD (ACN 657 329 096)	) ) )	Signature of Secretary
Signature of Director		Name of Secretary
Name of Director		
SIGNED SEALED AND DELIVERED by ANNA PETRIDIS in the presence of:	)	
Witness	)	
Name and address		
SIGNED SEALED AND DELIVERED by RAMONA CHIENG in the presence of:	)	
Witness	)	
Name and address		

### **Special Conditions**

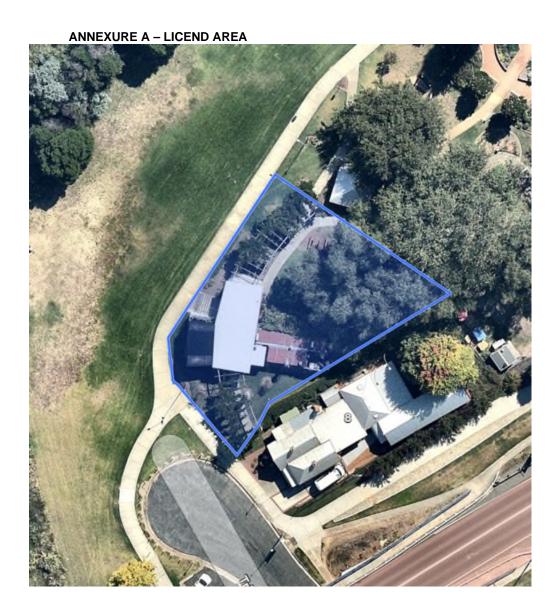
Special condition 1 – Arborist report

At the commencement of the license term, the licensee must engage a qualified, independent arborist to prepare a tree health report for the heritage-listed tree within the licensed area.

The licensee must adopt any recommendations to ensure long-term tree health made in this report.

A copy of this report shall be provided to the licensor upon request.

New arborist reports will be commissioned to monitor the health of the tree as needed.



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# **Council Meeting Attachment**

23 OCTOBER 2024

ITEM 9.8 HOA FOR PROPOSED LEASE AGREEMENT WITH AMPLITEL PTY LTD - 32A SEVERNE STREET, QUEANBEYAN

ATTACHMENT 1 COPY OF AMPLITEL PROPOSED HOA





C/- Governance & Legal PO Box 90 Queanbeyan NSW 2620

Our reference: Jumping Creek NSW100380

September 09, 2024

Dear Rebecca,

Heads of Agreement for proposed Lease from Lessor to Amplitel Pty Ltd Site: 32A Severne Street Greenleigh NSW 2620 Facility: 35m pole

Amplitel has appointed BMM Group Pty Ltd to act on its behalf and secure suitable sites for installation and operation of facilities.

Your Site has been identified as a suitable location for the Facility. Amplitel offers to enter into a Lease with you under the terms and conditions outlined below:

Lessee	Amplitel Pty Ltd as trustee for the Towers Business Operating Trust ABN 75 357 171 746		
Lessor	Name: QUEANBEYAN-PALERANG REGIONAL COUNCIL ABN: 95 933 070 982 Address PO Box 90 Queanbeyan NSW 2620 Ph: council@qprc.nsw.gov.au Email:		
Lessor's Solicitors	Name of solicitor: Name of Firm: Address: Ph: Email:		
Land	1/DP872684		
Type of Facility	The tower/pole/mast (or similar) on the Premises is owned by Amplitel.		
Premises	An area of approximately 100 square metres being part of the Land situated at 32A Severne Street Greenleigh NSW 2620.		
Access to Premises	Amplitel, its subtenants and licensees will have unrestricted access to the Premises 24 hours a day, 7 days a week during the term of the Lease and any holding over period.		
Permitted Use	Use, inspection, construction, installation, replacement, operation, maintenance, alteration, repair, upgrade, access to and from and removal of the Facility for telecommunications, communications and any other lawful purposes in accordance with the Lease.		
Term	25 years.		
Consecutive Lease(s)	5 consecutive lease(s) of 5 years each.		
Commencement Date	9 <sup>th</sup> September 2025		

National Heads of Agreement where Development Application Required August 2023





Rent	\$18,000 per annum.	
	The Rent is a gross amount and Amplitel is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land or the Premises.	
Rent Review	The Rent will be increased by 3% per annum on each anniversary of the	
	Commencement Date during the Term and any consecutive lease term.	
Payment of Rent and Rent Commencement Date	The Rent will be paid yearly in advance by way of electronic funds transfer commencing on the Rent Commencement Date and thereafter on each anniversary of the Commencement Date.	
	The Rent Commencement Date is the earlier of:	
	(a) the date Amplitel substantially commences the initial installation of the Facility;	
	<ul> <li>(b) the date Amplitel identifies in a notice to the Lessor as being the date on which Amplitel intends to commence the initial installation of the Facility; or</li> </ul>	
	(c) the fifth anniversary of the Commencement Date.	
	The first instalment of the Rent will be a pro rata of the Rent from the Rent Commencement Date to the next anniversary of the Commencement Date.	
Electricity	The supply of electricity will be made through a dedicated meter by a separate meter installed by Amplitel at its own cost.	
Legal & Other Costs	Amplitel will pay any stamp duty, registration fees (where the law makes this Amplitel's responsibility) and, if the land is subject to a mortgage, any reasonable mortgagee consent fee payable in relation to the Lease	
Lease Documentation	Amplitel's standard Lease will apply to this transaction. Amplitel's lawyers will prepare the signing copies of the Lease and these will be sent to you for signing.	
Mortgage & Mortgagee Details	If applicable, the Lessor will arrange mortgagee's consent.	
Events Affecting Land	The Lessor must obtain Amplitel's consent before:	
Ç	(a) granting a lease to an entity with a competing interest over the whole or any part of the Premises already leased to Amplitel; or	
	(b) allowing an entity with a competing interest other than the Lessor to deal with or take an interest in the Premises or to receive the whole of any part of the Rent (other than a bank).	
GST	Unless otherwise stated, all amounts quoted in this Heads of Agreement are exclusive of GST.	
Assignment and Subletting	Amplitel must not assign the Lease or sublet the whole of the Premises without the Lessor's consent, except to an entity (or that entity's related body corporate) that acquires Amplitel's passive infrastructure, or to a related body corporate or to another telecommunications carrier.	
	Amplitel may sublease part of the Premises or grant a licence of the whole or part of the Premises without the Lessor's consent.	

National Heads of Agreement where Development Application Required August 2023  $\,$ 





Insurance	Amplitel will maintain all risks property insurance and public liability insurance for at least \$20 million in relation to the Premises.	
Right of First Refusal	The Lessor must not sell the Land (other than by public auction) without first notifying Amplitel of the terms and price at which the Lessor is prepared to sell and giving Amplitel the opportunity to buy the Land on those terms and at that price.	
Easement for Services	If the local power authority requires an easement to be registered on title, the Lessor will do whatever is necessary to procure the registration of an easement on title.	
Amplitel's Requirements	This offer is subject to:	
	Amplitel's final approval; and	
	<ul> <li>Amplited obtaining approval from any statutory authority or other relevant authority to enter into the Lease and construct its Facility.</li> </ul>	
Planning Authority Approvals	It is acknowledged that the construction of the Facility will require the submission of a planning permit application to the relevant consent authority. The Lessor hereby irrevocably consents to Amplitel lodging all necessary applications for any relevant approvals with the relevant authorities and will provide all necessary assistance if required to facilitate obtaining of these approvals and consents.	

Please confirm your acceptance of this offer by signing and dating the last page of this Heads of Agreement and returning it to us by email at William.mcintyre@bmmgroup.com.au.

If you have any questions in relation to this Heads of Agreement, please do not hesitate to contact William McIntyre on 0449 789 994.

Yours faithfully

William McIntyre - Site Acquisition

BMM Group Pty Ltd

amenty





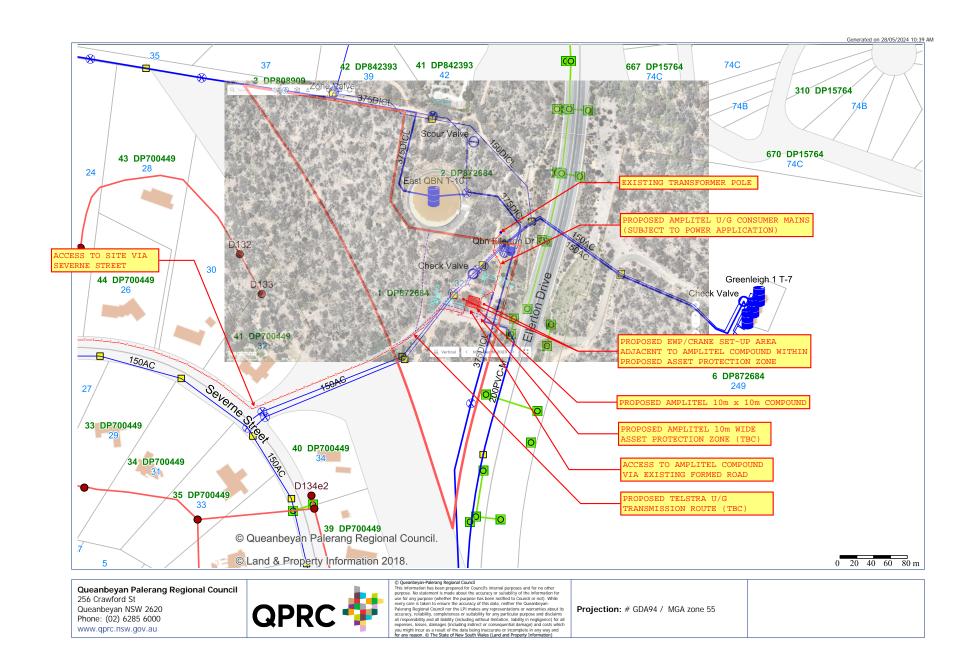
Site: Jumping Creek NSW100380 - 32A Severne Street	et Greenleigh NSW 2620
The Lessor (or authorised representative) accepts the abo	ove terms and conditions.
DATE:	
SIGNED by	
in the presence of:	
	Signature of party
Signature of witness	
Name	

# **Council Meeting Attachment**

23 OCTOBER 2024

ITEM 9.8 HOA FOR PROPOSED LEASE AGREEMENT WITH AMPLITEL PTY LTD - 32A SEVERNE STREET, QUEANBEYAN

ATTACHMENT 2 OVERLAY SHOWING MAPPED AREA



# **Council Meeting Attachment**

## 23 OCTOBER 2024

ITEM 10.1 RESPONSE TO QPRC'S PROPOSAL FOR DUNNS CREEK ROAD STAGE 1

ATTACHMENT 1 QPRC LETTER TO MINISTER FOR INFRASTRUCTURE,
TRANSPORT, REGIONAL DEVELOPMENT AND LOCAL
GOVERNMENT RE DUNNS CREEK ROAD



Council ref: 36.1

20 August 2024

The Hon Catherine King, MP
Minister for Infrastructure, Transport, Regional Development and Local Government
PO Box 6022
House of Representatives
Parliament House
CANBERRA ACT 2600

Email: Minister.King@mo.infrastructure.gov.au

Dear Minister King,

#### **Dunns Creek Road Stage 1**

Queanbeyan-Palerang Regional Council received advice in November 2023 that the Australian Government remains committed to providing \$65 million for Dunns Creek Road under its Infrastructure Investment Program. This is in addition to the \$27 million funding allocated by the NSW State Government in August 2020 for design and land acquisition associated with Dunns Creek Road.

Current traffic modelling identifies that by 2031, the intersection of Tompsitt Drive with Environa Drive suffers an unacceptable level of service if no improvements to the road network are undertaken.

A second connection between the Tralee Urban Release Area and the ACT would provide relief to expected congestion at this intersection.

A report on alignment options for the eastern half of the proposed Dunns Creek Road Stage 2 is currently being prepared for Council. Any option for a new road connecting Old Cooma Road to the ACT, will traverse from the east along the southern boundary of the Tralee Urban Release Area and join Dunns Creek Road Stage 1.

Given the lead time in planning and construction costs for both the western and eastern alignments of Dunns Creek Road, breaking the project into two stages will deliver a transport link of immediate benefit to both NSW and the ACT.

Recent discussions with the ACT Government, Transport for NSW (TfNSW) and the Federal Department of Infrastructure has progressed the concept of a staged approach for the delivery of Dunns Creek Road. It is proposed that this connection from the Environa Drive extension to the ACT road network via Isabella Drive be referred to as the Dunns Creek Road Stage 1, as illustrated in the following diagram.

OFFICES

144 Wallace St, Braidwood13 Gibraltar St, Bungendore257 Crawford St, Queanbeyan

**POSTAL** 

PO Box 90, Queanbeyan NSW 2620

PHONE

P: 1300 735 025

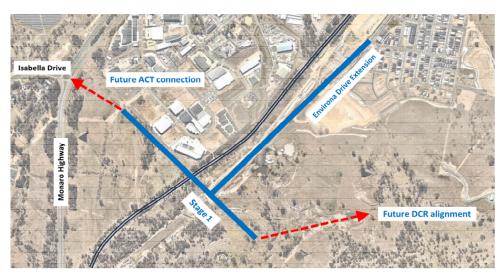
**EMAIL/WEB** 

E: <a href="mailto:council@qprc.nsw.gov.au">council@qprc.nsw.gov.au</a>
W: <a href="mailto:www.qprc.nsw.gov.au">www.qprc.nsw.gov.au</a>

ABN 95 933 070 982

Attachment 1 - QPRC letter to Minister for Infrastructure, Transport, Regional Development and Local Government re Dunns Creek Road (Continued)





Preliminary estimates indicate that the planning and construction of Dunns Creek Road Stage 1 is feasible with the available federal funding. In addition, Village Building Co, the local developer of Tralee Urban Release Area (South Jerrabomberra) has committed \$20 million for Dunns Creek Road Stage 1.

The ACT Government has commenced preliminary planning for the connection of Dunns Creek Road Stage 1 into the Monaro Highway via the Isabella Drive extension. Roundtable discussions and interagency meetings with ACT Government, TfNSW, Federal Department of Infrastructure and Council commenced last October on this project.

Council is engaging TfNSW to prepare the strategic business case, scope of works and planning to progress the project. This will be funded from the original grant received from the NSW Government of \$27 million, of which only \$500,000 has been expended to date.

In accordance with Council's resolution at its meeting on 14 August 2024, your formal approval is sought to allocate the \$65 million commitment from the Australian Government Infrastructure Investment Program for the construction of Dunns Creek Road Stage 1.

We look forward to being able to establish a funding agreement for Dunns Creek Road Stage 1 to deliver this important project and will continue to work with both ACT, TfNSW and Federal Government Department of Infrastructure representatives to ensure you are kept informed of progress.

Yours sincerely,

RRyou

Rebecca Ryan General Manager

Queanbeyan-Palerang Regional Council

CC. The Hon Kristy McBain, MP, Minister for Regional Development, Local Government and Territories

## **Council Meeting Attachment**

## 23 OCTOBER 2024

ITEM 10.1 RESPONSE TO QPRC'S PROPOSAL FOR DUNNS CREEK ROAD STAGE 1

ATTACHMENT 2 RESPONSE FROM THE HON CATHERINE KING MP,
MINISTER FOR INFRASTRUCTURE, TRANSPORT,
REGIONAL DEVELOPMENT AND LOCAL GOVERNMENT



## The Hon Catherine King MP

### Minister for Infrastructure, Transport, Regional Development and Local Government Member for Ballarat

Ref: MC24-014933

Ms Rebecca Ryan General Manager Queanbeyan-Palerang Regional Council PO Box 90 QUEANBEYAN NSW 2620

via: council@qprc.nsw.gov.au

Dear Ms Ryan

Thank you for your letter of 20 August 2024 regarding Dunns Creek Road.

I appreciate you taking the time to write to me and provide Queanbeyan-Palerang Regional Council's (QPRC) proposal for Dunns Creek Road Stage 1.

I understand you have been working closely with officials from the Department of Infrastructure, Transport, Regional Development, Communications and the Arts (my department) and the NSW and ACT Governments to design staging and funding options for the Dunns Creek Road Project. I appreciate the analysis and research that has been undertaken to date.

I welcome your advice that Village Building Co has committed \$20 million for Dunns Creek Road Stage 1. The Australian Government maintains our \$65 million commitment to the project.

I understand the Stage 1 proposal for Dunns Creek Road requires agreement from the ACT Government as it connects into the ACT road network. My department will continue to work with officials from QPRC and the ACT and NSW Governments on the proposal, with a view to reaching agreement on the scope and delivery of the project.

I look forward to continuing to progress this Project with you. Thank you for taking the time to write to me on this matter.

Yours sincerely



Catherine King MP

30/9 /2024

cc: The Hon Kristy McBain, MP, Minister for Regional Development, Local Government and Territories

PO Box 6022 Parliament House, Canberra ACT 2600 | Tel: (02) 6277 7520

# **Council Meeting Attachment**

## 23 OCTOBER 2024

ITEM 11.1 LOCAL TRAFFIC COMMITTEE MEETING MINUTES - 8
OCTOBER 2024

ATTACHMENT 1 LOCAL TRAFFIC COMMITTEE MEETING - MINUTES - 8 OCTOBER 2024



### Local Traffic Committee Meeting Minutes – 8 October 2024

Present: Sergeant Chris Bonham (NSW Police), Indigo Braeder, Mel Lausz (TfNSW), Mel Aitchison (QPRC), Jacky Woolhouse (QPRC), Vicktor Petroff (QPRC), Amul Gaire (QPRC), Dion Toole (QPRC), Mike Duff (QPRC), Brooke Greer (QPRC)

1. Acknowledgement of Country - Dion Toole

The Committee Recommends:

2. Apologies

NIL

#### 3. Confirmation of Report of Previous Meeting

Confirmation of previous meeting

#### **Business Arising from Previous Minutes**

April minutes to be reviewed. Stated as not being correct with several agenda items omitted.

- 4. Business Items
- a) LTC 26/2024 Traffic Control Devices, 114 Monaro Street Queanbeyan

LTC Comments - Voting members noted amendments from previous submission. Kerb alignment now accommodates heavy rigid vehicle access from loading zone on Collett Street for vehicles turning into Monaro Street. Centre line marking has shifted and signage requirements addressed accordingly.

Resolution - Unanimous support.

b) LTC 27/2024 - Traffic Control Devices, 137 Environa Drive Tralee

LTC Comments – Voting members noted if "Give Way" signage at roundabout entry have previously been installed. To confirm from previous submission if signage has been approved.

Resolution - Unanimous support. Subject to Give Way signs being verified.

c) LTC 28/2024 - Event - 2024 Diwali Mela Lantern Festival

LTC Comments - Voting members require emergency access route to be marked on TMP for emergency vehicles. TMP to reflect reinstated speed zone on eastern side of Queens Bridge. QPRC requested additional para-webbing to be in place on northern side of Bungendore Road.

Resolution - Unanimous support.

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

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#### d) LTC 29/2024 - Event - 2024 Braidwood Community Christmas Party

LTC Comments – Voting members noted TMP does NOT show all detour signage required. TMP to be updated to include additional detour signage. ROL has been submitted.

Resolution - Unanimous support.

#### 5. General Business

QPRC to be reviewing LTC process to ensure all requirements are being met including circulation of draft minutes to delegates. Working Group has been created to develop and document processes outlining councils' position on how the committee is to operate. This will include requirements of LTC functions for both voting members and the general public.

Requirements of TMP for Queanbeyan Country Muster was discussed in detail by voting members. Event organisers working to incorporate several amendments to finalise proposed TMP for this event.

### 6. Meeting Closed:

12:02pm

Next Meeting: Tuesday, 3 December 2024

## **Council Meeting Attachment**

## 23 OCTOBER 2024

ITEM 11.2 QUEANBEYAN SHOWGROUND ADVISORY COMMITTEE MEETING MINUTES - 12 AUGUST 2024

ATTACHMENT 1 QUEANBEYAN SHOWGROUND ADVISORY COMMITTEE MEETING MINUTES - 12 AUGUST 2024





## **Agenda & Meeting Notes**

Date: 12 <sup>th</sup> August	2024	Time:	5:30pm	Venue:	QCCP Bungendore Meeting Room
Chairperson:	Cr Ross MacDonald			Minutes:	Brooke Greer
Participants:	Bill Lilley – Show Society Josh Williams -Show Society Raelene Stewart – ACT Companion Dog Club Sue Jarvis – Volunteer Bob Beaver – Poultry Club  Tim Geyer – Manager Urban Landscapes Sean Kaden – Acting Manger Urban Landscapes Cr Ross MacDonald – Cr Representative		Apologies: Absent:	Jenny Scott – ACT Companion Dog Club Cr Bryce Wilson – Cr Representative  Paul Browne – Pony Club David Loft – Heritage Advisory Fred Monk – Historical Society Chris Jackson – Swap Meet Mark Mills – Queanbeyan Rodeo Kyol Booth-Hunt – Community Representative Kim Holden – Community Representative Keith Price – NSW Police Chris Duncan – Manager Recreation & Culture Melissa Aitchison – Acting Coordinator, Performing Arts & Culture	
Meeting Objective:	Provide information and advice on matters contained within the charter of the QSAC				ter of the QSAC

#### Code of co-operation

- 1. We start on time and finish on time.
- 2. We respect the Chairperson and direct all comments through the Chairperson.
- 3. We all participate and contribute everyone is given the opportunity to voice their opinions.
- 4. We use improvement tools that enhance meeting efficiency and effectiveness

- We actively listen to what others have to say, seeking first to understand, then to be understood.
  We follow up on the actions for which we are assigned responsibility and complete them on time.
- 7. We give and receive open and honest feedback in a constructive manner.
- 8. We use data to make decisions (whenever possible)

No.	Item	Details	Who	Notes
1	Confirmation of minutes	Attached notes from previous meetings held on 27 <sup>th</sup> of May 2024	Chair	Confirmation of previous minutes

2	Update on new pavilion.		Chair	Bill Maleganeas - Met with contractors on site to work through scope of fit out and quoting.  Quote eta end of week. Facilities to be ready for QBN Show – including kitchenette.  Will engage contractors and complete work prior to QBN Show.
3	Future Bookings	To be tabled	Admin	Dates to be confirmed for Companion Dog Club & We Got This Fly Ball Training. Coincides with QBN Show. May need to look at dates for Rise Above.
4	Showground Plan of Management	Individual meetings to be set up with members to start work on the outcome tables and key principles of the new draft Plan of Management.	Chair	Tim Geyer – Working on body of work. Karissa and Sean to set workshops while TG is on long service leave. Body of work to be collated and issued in early 2025 with a final draft issued to advisory committee. Approach each org individually and conduct separate meetings.  Aim to have PoM to be in place for approx. 20years.  Drafts of PoM are currently in progress.  Original PoM draft 1996 and adopted in 2003.  No TMP to be in place in PoM as each event is run differently.  Can list Showground to be listed as an evacuation centre/hub.
5	Round the Table – 2 min update	Update from each group representative.	All	SJ – Questioned if plans for amenities at rear of grandstand. TG yet to attain these.  JW – Issues with gate closures from Show events of 2023. Farrer Pl being an issue and NSW Police have deemed not to be utilised. Questions why this access cannot be used during events.  SK – Option to use access from Lowe St (narrow driveway).  BL – Has meeting set for this week, 15 Aug, with QPRC Grants officer to explore Show Society & QPRC ability to apply for grants.



No.	Actions and Agreements	Who	When	Completed
1	Cracks appearing in Show Society Building – follow up with Engineers	Peter Callander	ASAP	
3	Railing on top of grandstand, old and potentially not kid friendly.	Peter Callander	ASAP	
4	Tim Geyer to confirm with Engineers if Storm Water Retention is being reviewed.	Tim Geyer	ASAP	
5	The concrete in the Cattle Shed is old, its cancer and is cracking. It's a trip/pram hazard.	Peter Callander	ASAP	
6	The tree behind the Cattle Shed has died.	Michael Lawrence	ASAP	
8	The pathway passed the "rusty building" is lifted due to the tree roots.	Edward Rzesnicki	ASAP	
10	Tim Geyer to confirm with Queanbeyan Rodeo if there are available storage options at Showground.	Tim Geyer	ASAP	
15	Cr MacDonald to organise contact at library for the history of the showground.	Cr Ross MacDonald	ASAP	
16	Chris to circulate update of the Pavilion	Chris Duncan	ASAP	
17	Karissa to set up meetings to go through PoM with committee members	Karissa Knox	ASAP	
18	Chris to circulate the fees and charges for the showground as well as the income from this financial year.	Chris Duncan	ASAP	
19	Tim to find plans for the ablutions block located behind the grandstand	Tim Geyer	ASAP	

Next Meeting: 11 November 2024	<b>Time</b> : 5:30pm	Venue: QCCP Bungendore Meeting Room
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Meeting closed - 6:10pm

