

NOTICE OF MEETING

Dear Committee Members

You are requested to attend the following meeting of Council.

ENGINEERING AND INFRASTRUCTURE STANDING COMMITTEE
MEETING OF
ISAAC REGIONAL COUNCIL

TO BE HELD ON
WEDNESDAY, 16 OCTOBER 2024
COMMENCING AT 1.00PM
COUNCIL CHAMBERS - MORANBAH

CALE DENDLE

Chief Executive Officer

ROBERT PERNA

Committee Officer

Director Engineering and Infrastructure

Committee Members:

Cr Jane Pickels (Chair)

Mayor Kelly Ve'a Ve'a

Cr Viv Coleman

Cr Alaina Earl

Cr Rachel Anderson

Cr Terry O'Neill

Cr Simon West

LOCAL GOVERNMENT ACT 2009

Local Government Regulation 2012

Chapter 8, Part 2 Local Government Meetings and Committees

Division 1A, Requirements for Local Government Meetings Generally

Section 254J Closed meetings

- (1) A local government may resolve that all or part of a meeting of the local government be closed to the public.
- (2) A committee of a local government may resolve that all or part of a meeting of the committee be closed to the public.
- (3) However, a local government or a committee of a local government may make a resolution about a local government meeting under subsection (1) or (2) only if its councillors or members consider it necessary to close the meeting to discuss one or more of the following matters—
 - (a) the appointment, discipline or dismissal of the chief executive officer;
 - (b) industrial matters affecting employees;
 - (c) the local government's budget;
 - (d) rating concessions;
 - (e) legal advice obtained by the local government or legal proceedings involving the local government including, for example, legal proceedings that may be taken by or against the local government;
 - (f) matters that may directly affect the health and safety of an individual or a group of individuals;
 - (g) negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government;
 - (h) negotiations relating to the taking of land by the local government under the [Acquisition of Land Act 1967](#);
 - (i) a matter the local government is required to keep confidential under a law of, or formal arrangement with, the Commonwealth or a State.
- (4) However, a local government or a committee of a local government must not resolve that a part of a local government meeting at which a decision mentioned in [section 150ER\(2\)](#), [150ES\(3\)](#) or [150EU\(2\)](#) of the [Act](#) will be considered, discussed, voted on or made be closed.
- (5) A resolution that a local government meeting be closed must—
 - (a) state the matter mentioned in subsection (3) that is to be discussed; and
 - (b) include an overview of what is to be discussed while the meeting is closed.
- (6) A local government or a committee of a local government must not make a resolution (other than a procedural resolution) in a local government meeting, or a part of a local government meeting, that is closed.

Conflict of Interest Obligations

Reference is made to Section 150EL of the Local Government Act 2009. Specifically, the obligation of Councillors when they first become aware they have a conflict of interest to make the Chief Executive Officer aware in writing or if in a meeting, ensure they declare immediately.

ENGINEERING AND INFRASTRUCTURE

STANDING COMMITTEE MEETING

OF ISAAC REGIONAL COUNCIL

TO BE HELD ON

WEDNESDAY 16 OCTOBER 2024

COUNCIL CHAMBERS, MORANBAH

1. OPENING OF THE MEETING
 - 1.1 WELCOME
 - 1.2 ACKNOWLEDGMENT OF TRADITIONAL OWNERS
2. APOLOGIES
3. DECLARATION OF CONFLICTS OF INTEREST
4. CONFIRMATION OF MINUTES
5. OFFICER REPORTS
6. INFORMATION BULLETIN REPORT
7. GENERAL BUSINESS
8. CONCLUSION

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1. OPENING OF MEETING

2. APOLOGIES

3. DECLARATION OF CONFLICTS OF INTEREST

4. CONFIRMATION OF MINUTES

Engineering and Infrastructure Standing Committee Meeting of Isaac Regional Council held in the Council Chambers, Moranbah, commencing at 1.00pm on Wednesday 18 September 2024.

5. OFFICER REPORTS

5.1 ENGINEERING AND INFRASTRUCTURE 2024-2025 CAPITAL PROJECTS PROGRESS REPORT – SEPTEMBER 2024

EXECUTIVE SUMMARY

This report is to provide an update to the Engineering and Infrastructure Standing Committee and Council of the progress in delivery of the Engineering and Infrastructure 2024-2025 Capital Works Program.

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5.2 COMPENSATION AGREEMENT ML1884

EXECUTIVE SUMMARY

The purpose of this report is for Council to consider the Compensation Agreement with GS Coal Pty Ltd, J-Power Australia Pty Ltd and J.C.D. Australia Pty Ltd.

5.3 DEED OF ASSIGNMENT AND ASSUMPTION – AIR QUALITY MONITORING STATION LICENCE

EXECUTIVE SUMMARY

The report seeks to delegate the authority to the Chief Executive Officer to vary the Air Quality Monitor Installation and Maintenance Licence dated 9 April 2021.

5.4 ASSET INSTALLATION AND MAINTENANCE LICENCE – COMMUNICATION CONDUIT - MIDDLEMOUNT

EXECUTIVE SUMMARY

The report seeks to delegate the authority to the Chief Executive Officer to execute the Asset Installation and Maintenance Licence for a communications conduit to facilitate installation of an NBN cable under Centenary Drive South at Middlemount.

5.5 INFRASTRUCTURE PLANNING AND TECHNICAL SERVICES POLICY UPDATES

EXECUTIVE SUMMARY

The purpose of this report is to consider a new policy for Memorials and Plaques on Council Owned or Managed Land and amendments to the Roadside Burning Policy.

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6. INFORMATION BULLETINS

6.1 ENGINEERING AND INFRASTRUCTURE INFORMATION BULLETIN – OCTOBER 2024

EXECUTIVE SUMMARY

The Engineering and Infrastructure Directorate Information Bulletin for October 2024 is provided for Committee review.

7. GENERAL BUSINESS

8. CONCLUSION

UNCONFIRMED MINUTES

ENGINEERING AND INFRASTRUCTURE STANDING COMMITTEE MEETING
OF
ISAAC REGIONAL COUNCIL

HELD ON
WEDNESDAY, 18 SEPTEMBER 2024
COMMENCING AT 1.00PM

ISAAC REGIONAL COUNCIL
UNCONFIRMED MINUTES OF THE
ENGINEERING AND INFRASTRUCTURE
STANDING COMMITTEE MEETING
HELD IN COUNCIL CHAMBERS, MORANBAH
ON WEDNESDAY 18 SEPTEMBER 2024

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ISAAC REGIONAL COUNCIL
UNCONFIRMED MINUTES OF THE
ENGINEERING AND INFRASTRUCTURE
STANDING COMMITTEE MEETING
HELD IN COUNCIL CHAMBERS, MORANBAH
ON WEDNESDAY 18 SEPTEMBER 2024 COMMENCING AT 1.00PM

ATTENDANCE	Cr Jane Pickels, Division Six (<i>Chair</i>) Mayor Kelly Vea Ve Cr Terry O'Neill, Division One Cr Vern Russell, Division Two Cr Melissa Westcott, Division Three Cr Alaina Earl, Division Five Cr Viv Coleman, Division Eight
COMMITTEE APOLOGIES	Cr Simon West, Division Four Cr Rachel Anderson, Division Seven
OBSERVERS	Nil
OFFICERS PRESENT	Mr Cale Dendle, Chief Executive Officer Mr Robert Perna, Director Engineering and Infrastructure Mr Sean Robinson, Manager Galilee and Bowen Basin Operations Mr Michael Buckley, Manager Parks and Recreation Mr Joel Kuczynski, Acting Manager Infrastructure Mr Malcolm Gardner, Acting Manager Fleet, Plant and Workshops Mr Darrin Anderson, Acting Manager Corporate Properties Mrs Kylie Dowd, Executive Assistant Mrs Tricia Hughes, Coordinator Executive Support

1. OPENING

The Chair welcomed all in attendance and declared the meeting open at 1.00pm and acknowledged the traditional custodians of the land on which we meet today and paid her respects to their Elders past, present and emerging.

2. APOLOGIES AND LEAVE OF ABSENCES

Leave of Absence has been requested from Cr Simon West and Cr Rachel Anderson due to personal leave commitments.

Resolution No.: E&I0763

Moved: Cr Alaina Earl **Seconded:** Cr Terry O'Neill

That the Engineering and Infrastructure Standing Committee grants a leave of absence for Cr Simon West and Cr Rachel Anderson

Carried

Resolution No.: E&I0764

Moved: Cr Viv Coleman **Seconded:** Cr Alaina Earl

That the Engineering and Infrastructure Standing Committee endorse Cr Melissa Westcott and Cr Vern Russell as Alternate Members for the September 2024 Committee Meeting.

Carried

3. DECLARATION OF CONFLICTS OF INTEREST

No conflicts of interests declared this meeting.

NOTE:

Council acknowledges that Chapter 5B Councillors' Conflicts of Interest of the Local Government Act 2009 does not apply to a Councillor if the matter to be resolved relates to a corporation or association that arises solely because of a nomination or appointment of the councillor by the local government to be a member of the board of the corporation or association.

4. CONFIRMATION OF MINUTES

Engineering and Infrastructure Standing Committee Meeting of Isaac Regional Council held in Council Chambers, Moranbah, commencing at 1.00pm on Wednesday 21 August 2024.

Resolution No.: E&I0765

Moved: Cr Terry O'Neill

Seconded: Cr Alaina Earl

That the minutes from the Engineering and Infrastructure Standing Committee meeting held in Council Chambers, Moranbah on Wednesday 21 August 2024 are confirmed.

Carried

5. OFFICERS REPORTS

5.1 Engineering and Infrastructure 2024/2025 Capital Projects Progress Report – August 2024

EXECUTIVE SUMMARY

This report is to provide an update to the Engineering and Infrastructure Standing Committee and Council of the progress in delivery of the Engineering and Infrastructure 2024/2025 Capital Works Program.

OFFICER'S RECOMMENDATION

That the Committee recommends that Council:

- 1. Receives and notes the monthly Engineering and Infrastructure 2024/2025 Capital Projects Progress Summary Report for August 2024.*

Resolution No.: E&I0766

Moved: Cr Alaina Earl

Seconded: Cr Terry O'Neill

That the Committee recommends that Council:

1. **Receives and notes the monthly Engineering and Infrastructure 2024/2025 Capital Projects Progress Summary Report.**

Carried

5.2 Compensation Agreement ML1804 – Orion Mining

EXECUTIVE SUMMARY

The purpose of this report is for Council to consider the Compensation Agreement with Orion Mining Pty Ltd.

OFFICER'S RECOMMENDATION

That the Committee recommends that Council:

1. ***Supports the negotiation to enter into a Compensation Agreement with Orion Mining Pty Ltd in accordance with section 279 of the Mineral Resources Act 1989 (Qld) [MRA].***
2. ***Delegates authority to the Chief Executive Officer to negotiate, vary and execute the proposed Compensation Agreement in relation to ML1804 in accordance with section 279 of the Mineral Resources Act 1989 (Qld) [MRA].***

Resolution No.: E&I0767

Moved: Cr Melissa Westcott

Seconded: Cr Viv Coleman

That the Committee recommends that Council:

1. **Supports the negotiation to enter into a Compensation Agreement with Orion Mining Pty Ltd in accordance with section 279 of the *Mineral Resources Act 1989 (Qld)* [MRA].**
2. **Delegates authority to the Chief Executive Officer to negotiate, vary and execute the proposed Compensation Agreement in relation to ML1804 in accordance with section 279 of the *Mineral Resources Act 1989 (Qld)* [MRA].**

Carried

5.3 Blue Tree Project – Selectability Moranbah

EXECUTIVE SUMMARY

Council has received a proposal from Selectability (Moranbah) to undertake a “Blue Tree” project in Moranbah. The Blue Tree Project is aimed at raising awareness around mental wellbeing by helping spark difficult conversations. The report seeks to gain endorsement to undertake this project in Moranbah.

OFFICER’S RECOMMENDATION

That the Committee recommends that Council:

1. *Endorses a “Blue Tree” project in Moranbah located within the Federation Walk area, adjacent to Grosvenor Creek.*

Resolution No.: E&I0768

Moved: Cr Alaina Earl

Seconded: Cr Terry O’Neill

That the Committee recommends that Council:

1. Endorses a “Blue Tree” project in Moranbah located within the Federation Walk area, adjacent to Grosvenor Creek.

Carried

5.4 Transport Infrastructure Development Scheme 2025 – 2029 Works Program

EXECUTIVE SUMMARY

This report seeks endorsement for submission of the Transport Infrastructure Development Scheme (TIDS) four year works program 2025/26 – 2028/29 to the Bowen Basin Regional Roads and Transport Group (BBRRTG) for consideration.

OFFICER’S RECOMMENDATION

That the Committee recommends that Council:

MEETING MINUTES

1. **Endorses the new 4-year Transport Infrastructure Development Scheme program (2025/26 to 2028/29) for submission to the Bowen Basin Regional Roads and Transport Group:**

Project	Description	Allocation Year (TIDS Contribution)			
		2025/26	2026/27	2027/28	2028/29
Various Unsealed Roads – Floodway Program	Construction of new concrete floodways on unsealed rural roads	\$ 500,000.00	\$ 500,000.00	\$ 350,000.00	\$ 350,000.00
Peak Downs Mine Road Upgrade and Renewal	Ongoing widening and pavement rehabilitation of Peak Downs Mine Road	\$ 481,707.00			\$ 662,867.00
Saraji Road Upgrade and Renewal	Ongoing widening and pavement rehabilitation of Saraji Road	\$ 494,500.00		\$ 437,239.00	
Moranbah Access Road Upgrade	Intersection upgrades and Pavement Renewal/Widening activities		\$ 983,707.00		\$ 500,000.00
Golden Mile Road	Ongoing widening and pavement rehabilitation of Golden Mile Road		\$ 50,000.00	\$ 737,707.00	
Total		\$1,476,207.00	\$1,533,707.00	\$1,524,946.00	\$1,512,867.00

MEETING MINUTES

Resolution No.: E&I0769

Moved: Cr Alaina Earl

Seconded: Cr Melissa Westcott

That the Committee recommends that Council:

- Endorses the new 4-year Transport Infrastructure Development Scheme program (2025/26 to 2028/29) for submission to the Bowen Basin Regional Roads and Transport Group:

Project	Description	Allocation Year (TIDS Contribution)			
		2025/26	2026/27	2027/28	2028/29
Various Unsealed Roads – Floodway Program	Construction of new concrete floodways on unsealed rural roads	\$ 500,000.00	\$ 500,000.00	\$ 350,000.00	\$ 350,000.00
Peak Downs Mine Road Upgrade and Renewal	Ongoing widening and pavement rehabilitation of Peak Downs Mine Road	\$ 481,707.00			\$ 662,867.00
Saraji Road Upgrade and Renewal	Ongoing widening and pavement rehabilitation of Saraji Road	\$ 494,500.00		\$ 437,239.00	
Moranbah Access Road Upgrade	Intersection upgrades and Pavement Renewal/Widening activities		\$ 983,707.00		\$ 500,000.00
Golden Mile Road	Ongoing widening and pavement rehabilitation of Golden Mile Road		\$ 50,000.00	\$ 737,707.00	
Total		\$1,476,207.00	\$1,533,707.00	\$1,524,946.00	\$1,512,867.00

Carried

5.5 Cooroora Creek Bridge Replacement Tender

EXECUTIVE SUMMARY

Tender responses have been evaluated for the IRC-E&I-0424-T362 – Cooroora Creek Bridge Replacement and it has been identified that the preferred tender exceeds the existing approved budget. This report seeks support for an increase in budget and Delegation of Authority to the Chief Executive Officer to enter into a contract for the works.

OFFICER'S RECOMMENDATION

That the Committee recommends that Council:

- Notes there is currently an application to vary the existing funding agreement for an increase to the total project by the following;**
 - Council Funds - \$84,000**
 - Federal Government Funds - \$336,000**
- Acknowledges that should the grant variation be unsuccessful, Council will be required to fund any costs over the existing approved Grant funding.**
- Supports the inclusion within the 2025-26 Budget preparation funding of \$420,000 for the replacement of the Cooroora Creek Bridge Replacement**
- Awards the Contract IRC-E&I-0424-T362 – Cooroora Creek Bridge Replacement to Durack Civil Pty. Ltd. for \$2,614,796 (excl. GST) / \$2,876,275.60 (incl. GST).**
- Delegates Authority to the Chief Executive Officer to Negotiate, Execute and Vary the Contract.**

Resolution No.: E&I0770

Moved: Cr Alaina Earl

Seconded: Cr Viv Coleman

That the Committee recommends that Council:

- Notes there is currently an application to vary the existing funding agreement for an increase to the total project by the following;**
 - Council Funds - \$84,000**
 - Federal Government Funds - \$336,000**
- Acknowledges the verbal advice received that the grant variation has been successful.**
- Supports the inclusion within the 2025-26 Budget preparation funding of \$420,000 for the**

replacement of the Cooroora Creek Bridge Replacement.

4. Awards the Contract IRC-E&I-0424-T362 – Cooroora Creek Bridge Replacement to Durack Civil Pty. Ltd. for \$2,614,796 (excl. GST) / \$2,876,275.60 (incl. GST).
5. Delegates Authority to the Chief Executive Officer to negotiate, execute and vary the Contract.

Carried

6. INFORMATION BULLETIN REPORTS

6.1 Engineering and Infrastructure Information Bulletin – August 2024

EXECUTIVE SUMMARY

The Engineering and Infrastructure Directorate Information Bulletin for August 2024 is provided for Committee Review.

OFFICER'S RECOMMENDATION

That the Committee:

1. *Notes the Engineering and Infrastructure Directorate Information Bulletin for August 2024.*

Resolution No.: E&I0771

Moved: Cr Melissa Westcott

Seconded: Cr Alaina Earl

That the Committee:

1. **Notes the Engineering and Infrastructure Directorate Information Bulletin for August 2024.**

Carried

7. GENERAL BUSINESS

7.1 Vandalism

Cr Alaina Earl asked what can be done to stop the vandalism with our Community Infrastructure.

Response: The Director Engineering and Infrastructure advised that we are currently looking into a CCTV trial CCTV for some of our key areas. An immediate fix is to lock facilities after areas – preventing access to eliminate vandalism where possible.

Mayor Vea Vea advised that in the past we have run a solid media campaign regarding vandalism – can this be an action in the lead up to the December/January School Holiday period.

Response: The Director Engineering and Infrastructure advised that we are currently planning a media campaign to highlight the vandalism issues and costs to community.

ACTION: DIRECTOR ENGINEERING AND INFRASTRUCTURE

7.2 Road Repairs and Toilet Facilities – Beef Road, Nebo and Isaac River Bridge

Cr Melissa Westcott enquired about when repair/maintenance works for the below road issues will occur:

- The big dip near the BP Service Station on the Peak Downs Highway - timeline for when this is to be repaired – Response: in a current tender package which is about to be awarded.
- Braeside Road (turn off to Sarina) – Response: highlighted to TMR – some works proceeding in that area but not yet defined by TMR – follow up is occurring.

Cr Westcott advised that she has recently received feedback that the toilet facilities located on the Beef Road, Nebo and Isaac River Bridge are clean and of a high standard.

ACTION: DIRECTOR ENGINEERING AND INFRASTRUCTURE

7.3 Missing Road Sign – Marian Settlement Road near Notch Point

No road sign at the Marian Settlement Road near Notch Point. The post has also now been knocked over.

ACTION: DIRECTOR ENGINEERING AND INFRASTRUCTURE

7.4 2024 National Local Roads, Transport and Infrastructure Congress

Cr Jane Pickels advised the Engineering and Infrastructure Committee that earlier today the Corporate, Governance and Financial Services Standing Committee had recommended that Councillors do not attend the 2024 National Local Roads, Transport and Infrastructure Congress which is to be held at Margaret River HEART in Margaret River, Western Australia from 3 to 4 December 2024 due to the cost of travel and time required that Councillors to attend.

ACTION: DIRECTOR ENGINEERING AND INFRASTRUCTURE

7.5 Process to have a Speed Reduction for Intersection of Capella and Daintree Streets, Clermont

Cr Pickels enquired about what the process is to have a speed reduction for intersection of Capella and Daintree Streets, Clermont – there are concerns with safety in this area.

ACTION: DIRECTOR ENGINEERING AND INFRASTRUCTURE

7.6 Annual Closure of Areas and Signage for Turtle Egg Laying Season

Mayor Vea Vea requested information on the annual closure of areas and signage for the turtle egg laying season on the Coast – when will this occur as previously requested (i.e. closure of driving on the beach annually in line with the turtle nesting season).

ACTION: DIRECTOR PLANNING, ENVIRONMENT AND COMMUNITY SERVICES AND DIRECTOR ENGINEERING AND INFRASTRUCTURE

8. CONCLUSION

There being no further business, the Chair declared the meeting closed at 2.03pm.

These minutes will be confirmed by the Committee at the Engineering and Infrastructure Standing Committee Meeting to be held on Wednesday 16 October 2024 in Moranbah.

.....
CHAIR

..... / /
DATE

MEETING DETAILS	Engineering and Infrastructure Standing Committee Meeting Wednesday 16 October 2024
AUTHOR	Robert Perna
AUTHOR POSITION	Director Engineering and Infrastructure

5.1 ENGINEERING AND INFRASTRUCTURE 2024-2025 CAPITAL PROJECTS PROGRESS REPORT – SEPTEMBER 2024

EXECUTIVE SUMMARY

This report is to provide an update to the Engineering and Infrastructure Standing Committee and Council of the progress in delivery of the Engineering and Infrastructure 2024-2025 Capital Works Program.

OFFICER'S RECOMMENDATION

That the Committee recommends that Council:

- 1. Receives and notes the monthly Engineering and Infrastructure 2024-2025 Capital Projects Progress Summary Report for September 2024.***

BACKGROUND

Progressive updates of the financial and physical position of projects in the 2024-2025 Engineering and Infrastructure Capital Works program are required to ensure that Council is aware of the progress of and risk to the delivery of the program.

IMPLICATIONS

The attached Engineering and Infrastructure 2024-2025 Capital Projects Progress Summary spreadsheet identifies the financial and physical position of all projects.

Compliance

To ensure that the Engineering and Infrastructure 2024-2025 Capital Works Program is achieved within the identified timeframes of the 2024-2025 financial year.

Benefits

Council can see a monthly progress report detailing progress of projects in the Engineering and Infrastructure 2024-2025 Capital Program. This report communicates risks/failures/delays that have been identified within the Engineering and Infrastructure 2024-2025 Capital Works program.

Project Highlights

The month saw noticeable progress on the Peak Downs Mine Road / Saraji Road intersection project. Works are proceeding with minimal interruptions to traffic movement.

Significant pavement repair contracts were awarded last month. These works on local roads and the TMR network will address existing defects.

Corporate Properties have progressed on upgrading the Nebo roadside amenities. These amenities are heavily used by the heavy vehicle industry as there is a dedicated pull off and rest area. The amenities are two-sided servicing Council depot and the public.

CONSULTATION

- Director Engineering and Infrastructure
- Manager Infrastructure Planning and Technical Services
- Acting Manager Fleet
- Acting Manager Corporate Properties
- Manager Galilee and Bowen Basin Operations
- Manager Infrastructure
- Manager Parks and Recreation
- Department Coordinators

BASIS FOR RECOMMENDATION

To improve business within Engineering and Infrastructure Directorate by providing more appropriate and relevant reporting, transparency and a clear monitoring tool for Council. This report will help identify and communicate any project delays or possible project failures.

ACTION ACCOUNTABILITY

That the Managers and the Director of Engineering and Infrastructure oversee the scoping, procurement and the completion of the projects identified within the 2024-2025 Capital Projects Progress Summary spreadsheet. Furthermore, that the appropriate Managers and the Director Engineering and Infrastructure are held accountable for the delivery of the project stages are completed within the identified timeframes.

KEY MESSAGES

That Council has open communication, oversight and transparency of the Engineering and Infrastructure 2024-2025 Capital Works Program, to ensure Isaac will have effective and sustainable infrastructure that supports the needs of the region's communities and economic sectors.

Report prepared by:

ROBERT PERNA
Director Engineering and Infrastructure

Date: 3 October 2024

Report authorised by:

CALE DENDLE
Chief Executive Officer

Date: 10 October 2024

ATTACHMENTS

- CONFIDENTIAL Attachment 1 – E&I Capital Project Progress Summary Spreadsheet – September 2024

REFERENCE DOCUMENT

- Nil

PAGES 23 TO 24 HAVE INTENTIONALLY BEEN REMOVED DUE TO CONFIDENTIAL REASONS

MEETING DETAILS	Engineering and Infrastructure Standing Committee Meeting Wednesday 16 October 2024
AUTHOR	Sean Robinson
AUTHOR POSITION	Manager Galilee and Bowen Basin Operations

5.2

COMPENSATION AGREEMENT ML1884

EXECUTIVE SUMMARY

The purpose of this report is for Council to consider the Compensation Agreement with GS Coal Pty Ltd, J-Power Australia Pty Ltd and J.C.D. Australia Pty Ltd.

OFFICER'S RECOMMENDATION

That the Committee recommends that Council:

- 1. Supports the negotiation to enter into a compensation agreement with GS Coal Pty Ltd, J-Power Australia Pty Ltd and J.C.D. Australia Pty Ltd in accordance with section 279 of the Mineral Resources Act 1989 (Qld) [MRA].**
- 2. Delegates authority to the Chief Executive Officer to negotiate, vary and execute the proposed Compensation Agreement in relation to ML1884 in accordance with section 279 of the Mineral Resources Act 1989 (Qld) [MRA].**

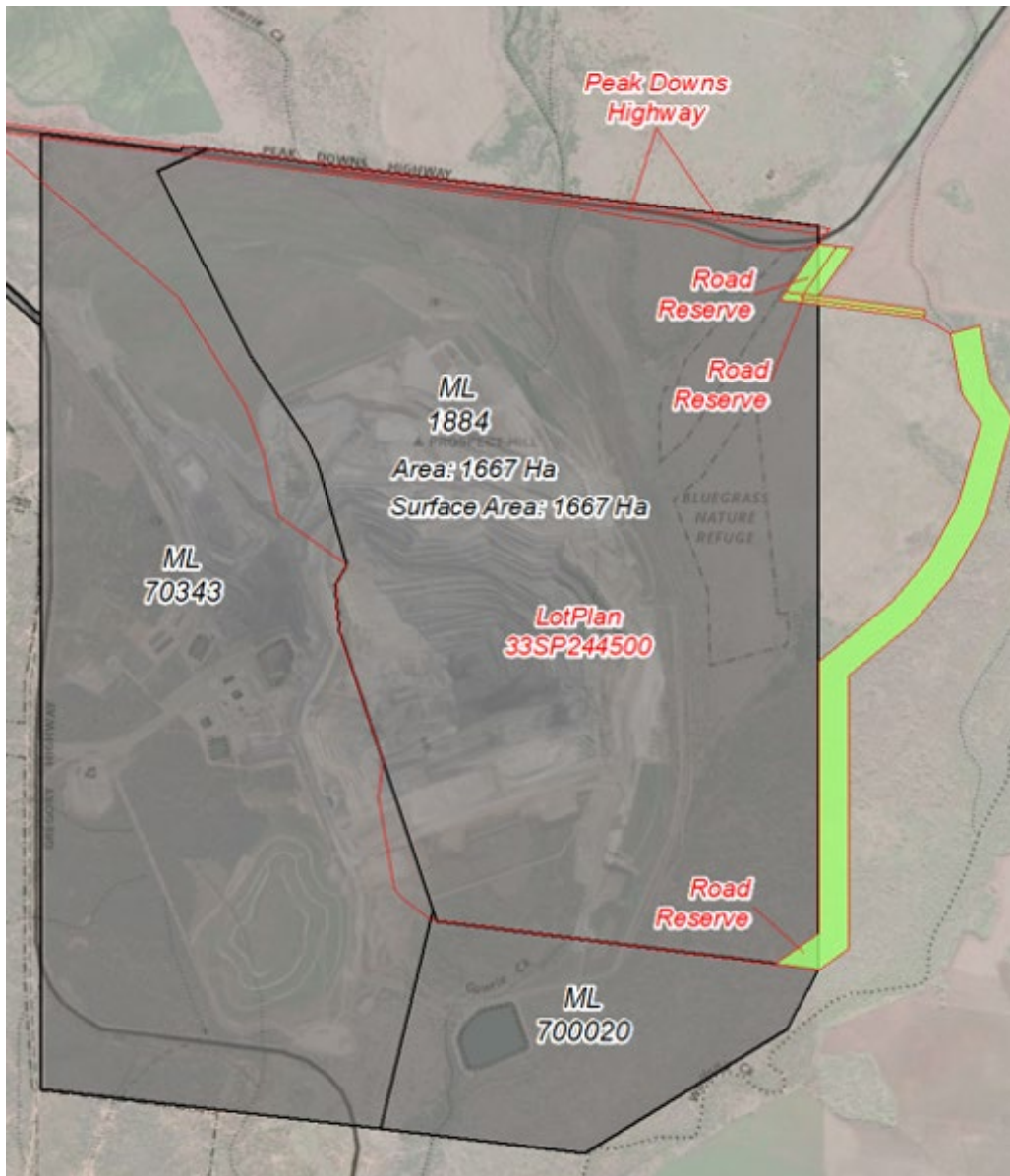
BACKGROUND

GS Coal Pty Ltd, J-Power Australia Pty Ltd and J.C.D. Australia Pty Ltd ("Glencore"), as owners for the Clermont Mine have approached Council officers to enter into a Compensation Agreement relating to a mining lease approval ML1884 ("the Mining Lease").

There are areas of the Mining Lease which overlap an unformed road reserve (stock route for which Council is trustee – shown in green). The areas where ML1884 overlaps the stock route are labelled "Road Reserve". Glencore has identified that in undertaking the end stage activities there is surface area impact within these "Road Reserve" areas.

In accordance with section 279 of the *Mineral Resources Act 1989* (Qld) [MRA] Glencore, as holders of the mining lease approval, are required to enter into a compensation agreement with Council as an impacted landowner. Council is entitled to compensation under the MRA as the trustee of a reserve that is a stock route (defined as a road under the MRA) and Council as 'owner' of the land.

As the stock route [shown in green] provides a key connection for stock movement between the Peak Downs Highway towards the Clermont saleyards, Glencore have undertaken consultation and a site inspection with Council's Program Leader Environment and Sustainability to ensure fencing in place will facilitate the continued and safe movement of stock through the stock route.



Council have provided Glencore with a draft Compensation Agreement based upon Council's standard template agreement. Ordinarily, an independent Certified Practising Valuer would be engaged to provide a valuation of the Compensation Areas for the purposes of determining compensation under the MRA and the valuation determined would be inserted in clause 6.2 as the proposed compensation amount. With the need for the stock route to remain open and the terms on which this is to operate, the parties are still working through the requirements of clauses 6 (Consent to access the reserve), 7 (compensation) and 9 (process for access as a stock route).

In addition to the payment of the compensation when ultimately determined, clause 16.5 of the draft Compensation Agreement requires Glencore to pay Council's reasonable costs of preparation, negotiation and execution of the and the agreement including the valuation report.

IMPLICATIONS

The Applicants are required to pay Council the compensation amount.

Galilee and Bowen Basin Operations department to provide suitable resources in undertaking the execution and management of the agreement.

Liveability and Sustainability department to engage with Glencore in relation to access to the stock route on an as needed basis in response to applications for access to the stock route.

CONSULTATION

- Director Engineering and Infrastructure
- Manager Liveability and Sustainability
- Acting Manager Governance and Corporate Services
- Program Leader Environment and Sustainability
- Galilee and Bowen Basin Operations Officer
- Glencore

BASIS FOR RECOMMENDATION

In accordance with the *Mineral Resources Act 1989*, Council is required to enter into a Compensation Agreement.

ACTION ACCOUNTABILITY

Manager Galilee and Bowen Basin Operations to ensure executed copies are returned to Glencore and the compensation under the agreement and Council's costs are paid.

KEY MESSAGES

Plan, provide and maintain effective and sustainable road infrastructure to meet the needs of key economic and community activities.

Report prepared by:	Report authorised by:
SEAN ROBINSON	ROBERT PERNA
Manager Galilee and Bowen Basin Operations	Director Engineering and Infrastructure
Date: 8 October 2024	Date: 8 October 2024

ATTACHMENTS

- CONFIDENTIAL Attachment 1 - Draft Compensation Agreement ML1884

REFERENCE DOCUMENT

- Nil

PAGES 28 TO 48 HAVE INTENTIONALLY BEEN REMOVED DUE TO CONFIDENTIAL REASONS

MEETING DETAILS	Engineering and Infrastructure Standing Committee Meeting Wednesday 16 October 2024
AUTHOR	Sean Robinson
AUTHOR POSITION	Manager Galilee and Bowen Basin Operations

5.4 DEED OF ASSIGNMENT AND ASSUMPTION – AIR QUALITY MONITORING STATION LICENCE

EXECUTIVE SUMMARY

The report seeks to delegate the authority to the Chief Executive Officer to vary the Air Quality Monitor Installation and Maintenance Licence dated 9 April 2021.

OFFICER'S RECOMMENDATION

That the Committee recommends that Council:

- 1. Delegates Authority to the Chief Executive Officer to vary the Air Quality Monitor Installation and Maintenance Licence dated 9 April 2021.***
- 2. Delegates Authority to the Chief Executive Officer to negotiate and execute a Deed of Assignment and Assumption relating to the Air Quality Monitor Installation and Maintenance Licence dated 9 April 2021.***

BACKGROUND

BM Alliance Coal Operations Pty Ltd [BMA] and Isaac Regional Council executed a Licence on 9 April 2021 under which BMA installed a Ecotech Spirant BAM Solar Dust Monitoring Station in the Barada Barna Road reserve approximately 10.9km south of the Peak Downs Highway. The monitoring station was connected to the Daunia Mine.

BMA are in the process of divesting of Daunia Mine and related assets to Whitehaven Daunia Pty Ltd [Whitehaven] and it is necessary to transfer the rights and obligations under this Licence. A Deed of Assignment and Assumption [DOA] has been prepared for a complete transfer. The DOA will amend the Licence to identify references to BMA to now be Whitehaven. The DOA also includes an amendment to the reference to Subject Road to update from the former name Daunia Road and Annandale Road to Barada Barna Road.

All other terms of the Licence will remain the same including the relevant term of the licence which will expire on 9 April 2026.

Pursuant to clause 8.1(b) of the DOA, Whitehaven are liable for Council's costs of preparation, negotiation and execution of the DOA. By the assignment of obligations under the Licence, Whitehaven will also become liable for Council's reasonable costs of project managing the obligations under the Licence, if required.

IMPLICATIONS

The Galilee and Bowen Basin Operations Department shall ensure obligations under the Licence to be met and provide ongoing monitoring of those obligations.

Whitehaven shall undertake any maintenance works as required and ultimately remove the air quality monitoring station.

CONSULTATION

- Chief Executive Officer
- Director Engineering and Infrastructure
- Manager Governance and Corporate Services
- Galilee and Bowen Basin Operations Officer
- BM Alliance Coal Operations Pty Ltd
- Whitehaven Daunia Pty Ltd

BASIS FOR RECOMMENDATION

Plan, provide and maintain effective and sustainable road infrastructure to meet the needs of key economic and community activities.

ACTION ACCOUNTABILITY

Chief Executive Officer to execute the Licence.

Manager Galilee and Bowen Basin Operations to ensure a copy of the executed document is provided to the proponent and obligations under the Licence are adhered to.

KEY MESSAGES

Plan, provide and maintain effective and sustainable road infrastructure to meet the needs of key economic and community activities.

Report prepared by:

SEAN ROBINSON
Manager Galilee and Bowen Basin Operations

Date: 8 October 2024

Report authorised by:

ROBERT PERNA
Director Engineering and Infrastructure

Date: 8 October 2024

ATTACHMENTS

- CONFIDENTIAL Attachment 1 - Draft Air Quality Monitor Installation and Maintenance Licence

REFERENCE DOCUMENT

- Air Quality Monitor Installation and Maintenance Licence ECM4762508

PAGES 52 TO 65 HAVE INTENTIONALLY BEEN REMOVED DUE TO CONFIDENTIAL REASONS

MEETING DETAILS	Engineering and Infrastructure Standing Committee Meeting Wednesday 16 October 2024
AUTHOR	Sean Robinson
AUTHOR POSITION	Manager Galilee and Bowen Basin Operations

5.4 ASSET INSTALLATION AND MAINTENANCE LICENCE – COMMUNICATION CONDUIT - MIDDLEMOUNT

EXECUTIVE SUMMARY

The report seeks to delegate the authority to the Chief Executive Officer to execute the Asset Installation and Maintenance Licence for a communications conduit to facilitate installation of an NBN cable under Centenary Drive South at Middlemount.

OFFICER'S RECOMMENDATION

That the Committee recommends that Council:

- 1. Delegates authority to the Chief Executive Officer to negotiate, execute and vary the Asset Installation and Maintenance Licence – Communication Conduit – Centenary Drive South, Middlemount in accordance with the terms.***

BACKGROUND

Anglo American, (the **Grantee**) approached Council requesting install by under boring, an underground communications conduit on the alignment shown in red, passing the under Centenary Road South, Middlemount at chainage 1.74. Council Officers have identified it is necessary to enter a Licence to facilitate the installation of the conduit within the Council controlled road corridor and for any subsequent maintenance that may be required.

LICENCE

The Grantee and Council Officers are in negotiations as to the terms of a licence based on Council's template licence document and accordingly no external legal assistance has been engaged. The licence contains the following key terms –



- Clause 3.2 – Provides that Council may require the Grantee to relocate the pipeline to a different location, upon suitable notice and at the Grantees cost, if required.
- Clause 4 – Requirement to obtain a Works Approval before commencement of installation, maintenance and removal works onsite.

-
- Clause 5 – Requirement to carry out necessary maintenance to the Asset and remedy any defects caused by the Asset in the road reserve.
 - Clauses 8 and 9 – Indemnity and insurance provisions in the terms standard in other recently executed Council licences.
 - Clauses 10 and 11 – Dispute resolution provisions including clauses for external expert determination of a dispute.
 - Clause 15 – Default provision stipulates notice requirements, Council’s entitlements upon default of the Grantee and Council’s ability to act in the public interest.
 - Clause 16 – Provides that termination of the licence may be by written agreement between Council and the Grantee or by notice given to the Grantee in particular circumstances.
 - Clause 18 – The Grantee is liable for Council’s costs of preparation and execution of the licence and any reasonable costs of project managing the obligations.

IMPLICATIONS

The Galilee and Bowen Basin Operations Department shall ensure obligations under the Licence are met, facilitate processing of necessary works approvals and ensure maintenance works is as directed by the licence and provide ongoing monitoring of those obligations.

The Grantee shall undertake the works required to install, maintain and ultimately remove the pipeline.

CONSULTATION

- Director Engineering and Infrastructure
- Acting Manager Governance and Corporate Services
- Graduate Engineer Galilee and Bowen Basin Operations
- Galilee and Bowen Basin Operations Officer
- Anglo American

BASIS FOR RECOMMENDATION

Plan, provide and maintain effective and sustainable road infrastructure to meet the needs of key economic and community activities.

ACTION ACCOUNTABILITY

Chief Executive Officer to execute the Licence.

Manager Galilee and Bowen Basin Operations to ensure a copy of the executed document is provided to the proponent and obligations under the Licence are adhered to.

KEY MESSAGES

Plan, provide and maintain effective and sustainable road infrastructure to meet the needs of key economic and community activities.

Report prepared by:

SEAN ROBINSON
Manager Galilee and Bowen Basin Operations

Date: 8 October 2024

Report authorised by:

ROBERT PERNA
Director Engineering and Infrastructure

Date: 8 October 2024

ATTACHMENTS

- CONFIDENTIAL Attachment 1 – Asset Installation and Maintenance Licence – Communication Conduit

REFERENCE DOCUMENT

- Nil

ASSET INSTALLATION & MAINTENANCE LICENCE

COMMUNICATION CONDUIT – CENTENARY DRIVE SOUTH, MIDDLEMOUNT

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Reference Schedule

Asset Installation and Maintenance Licence - Communication Conduit – Centenary Drive South, Middlemount

Council	Name Address Email Attention	Isaac Regional Council Grosvenor Complex, Batchelor Parade, Moranbah Qld 4744 records@isaac.qld.gov.au Chief Executive Officer
Grantee	Name Address Email Attention	[#insert] [#insert] [#insert] [#insert]
Asset	A conduit having the following specifications, as part of a conduit for communications cable: [#insert conduit description e.g. diameter, material, wire details etc.]	
Project	NBN connection between existing Anglo accommodation villages in Middlemount	
Subject Road	Centenary Drive South, Middlemount approximately chainage 1.74	
Road Segment	The part of the Subject Road identified on the Road Segment Plan.	
Access Road	Not applicable	
Commencement Date	The date the last party executes this document.	
Expiry Date	The earlier of: <ol style="list-style-type: none">1) [specify fixed date or event that can be determined objectively e.g. 'the date when [#the last to expire of] mining lease [#insert number/s] expires']; and2) the date of termination of this agreement under clause 16.	
Term	Period commencing on the Commencement Date and ending on the Expiry Date.	
Background	The Grantee will be the owner of the Asset, which is used for the Project. The Subject Road is a Road controlled by the Council. The parties enter into this agreement to record the terms and conditions upon which the Council has agreed to permit the Grantee to install and maintain the Asset in part of the Subject Road.	

Agreed terms

1 INTERPRETATION

1.1 Definitions

In this agreement:

Term	Definition
Address for Notices	means, for a party: <ol style="list-style-type: none">1) its address, facsimile number or email address shown in the Reference Schedule;2) such other address for delivery, post, email or facsimile transmission as it has notified to the other party as its address for notices under this agreement; or3) if it is not at any of those addresses, its last principal place of business or facsimile number known to the party giving it a notice.
Affiliate	means, for a party: <ol style="list-style-type: none">1) a Related Body Corporate;2) a person with whom the party is in partnership, including a limited partnership;3) a person with whom the party is in a joint venture;4) a principal; or5) an agent.
Application	means an application for an Approval.
Approvals	means Council Approvals and Third-Party Approvals.
Austrroads	means the suite of documents titled ' <i>Guide to Road Design (4th Edition)</i> ' published by Austrroads Ltd ACN 136 812 390, dated 23 September 2015 or as updated from time to time.
Authorised Officer	means: <ol style="list-style-type: none">1) for the Grantee:<ol style="list-style-type: none">(a) a director or secretary of the Grantee; or(b) any other person to whom it has delegated its authority for the purposes of this agreement;2) for Council:<ol style="list-style-type: none">(c) for the execution of this document, any deed for variation of the terms of this document, a deed for the novation of this document or a deed for the termination of this agreement, a person to whom Council has delegated the power to perform the act or the Chief Executive Officer;(d) when concerning the signature of a document or instrument arising out of or in connection with this agreement, the person to whom the local government has delegated its powers under the Local Government Act; and

Term	Definition
	<p>(e) for the performance of an act for this agreement, other than the signature of a document:</p> <p>(i) a person to whom Council has delegated the power to perform the act; or</p> <p>(ii) if Council has delegated the power to the Chief Executive Officer, the Chief Executive Officer's lawful sub delegate for the purpose.</p>
Bank	means a bank lawfully conducting business as a trading bank in Queensland.
Bank Undertaking	means an undertaking of a Bank in the form in Schedule 3.
Batter	has the meaning given in the DTMR Road Design Manual.
Business Day	means: <ol style="list-style-type: none"> 1) for giving notice under this agreement, a day other than a Saturday, a Sunday, or another public holiday in the locality to which the notice is to be sent; 2) for making a payment under this agreement, a day, other than a Saturday, a Sunday, or another public holiday, upon which Banks are open for business in the locality of the recipient's Address for Notices.
Capricorn Municipal Development Guidelines	means the suite of documents titled 'Capricorn Municipal Development Guidelines', available at www.cmdg.com.au and any document that replaces it from time to time that is applicable in Council's local government area.
Claim	means any claim, action, proceeding or demand, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Contractor	means any road or asset design, engineering, transport, traffic control, construction or maintenance contractor, subcontractor or consultant engaged by the Grantee and approved in writing by Council, and includes the Council to the extent the Grantee engages it to provide any such service.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Costs	includes loss, liability, damages and expense.
Council Approvals	means any authorisation, consent, approval, licence, ruling, condition, permit, determination, certificate, or exemption granted by the Council, and any modification, extension or replacement of it from time to time.
Council Road Standards	means the standards, policies, guidelines, directions, procedures and other requirements for road construction and maintenance in effect at the relevant time and including: <ol style="list-style-type: none"> 1) Local Government Heavy Vehicle Route Assessment Guidelines 2) Route Assessment for Multi-Combination Vehicles (MCV) and Performance Based Standards (PBS) Vehicles in Queensland Guideline 3) Austroads Guidelines 4) DTMR Routine Maintenance Guidelines 5) DTMR Road Construction Specifications.
Cross Liability and Subrogation Waiver Provision	means a clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured and for the purpose of which the insurer accepts the terms 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them.
Default Notice	has the meaning given to it under clause 15.2.

Term	Definition
Defect	means, for a Road, any deficiency in its condition that may affect its safety, serviceability, structural capacity or appearance.
Dispute	has the meaning given in clause 10.2.
DTMR	means the Queensland Department of Transport and Main Roads, or another Queensland department that replaces its function.
DTMR Road Drainage Manual	means the 'Road Drainage Manual, Second Edition, March 2010', prepared by DTMR.
DTMR Road Maintenance Guidelines	means the document titled 'Road Maintenance Performance Contract Manual – Volume 3: Guidelines for Undertaking Routine Maintenance', prepared by DTMR in effect at the relevant time.
Expert Assistant	has the meaning given in clause 11.1.
Good Industry Practice	means adherence to a standard of practice which includes the exercise of a degree of skill, diligence, prudence and foresight which would reasonably be expected from a person who is competent, experienced and qualified in carrying out the Works (or complying with the relevant obligation to which the standard relates).
Government Authority	means any national, state, or local or municipal government, and any ministry, department, commission, board, bureau, agency, instrumentality, executive, or administrative body of that government, excluding the Council.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Harm	means all or any of: <ol style="list-style-type: none"> 1) property loss, including loss use (complete or partial) and loss through misplacement and theft; 2) property damage; 3) damage to reputation; 4) environmental contamination; 5) environmental harm 6) death; 7) disease; 8) illness (including mental illness); 9) personal injury (including shock); and 10) (for clarity), disablement, whether from disease, illness or personal injury.
Installation Works	means the works for the installation of the Asset, described in Schedule 2, item 2.
Law	means any law, statute, subordinate legislation, order of a court, requirement or direction of any Government Authority, guideline, standard, code or rules of any stock exchange which are applicable to, or binding upon, a party to this agreement and includes an Approval.
Law Society	means the Queensland Law Society Incorporated.
LGM Pool	means the 'Queensland Local Government Mutual Liability Pool', a mutual scheme established by the Local Government Association of Queensland (Incorporated) (the predecessor of Local Government Association of Queensland Ltd) to manage, and provide a pooled fund for meeting, public liability and professional indemnity claims: <ol style="list-style-type: none"> 1) affecting member local governing bodies and related entities; and 2) arising in connection with exercise of the members duties, powers, and functions.

Term	Definition
LGW Scheme	means the 'Queensland Local Government Workers Compensation Self insurance Scheme', a mutual scheme established by the Local Government Association of Queensland (Incorporated) pursuant to the Workers Compensation and Rehabilitation Act 2003 (Qld), to manage, and provide a pooled fund for meeting, liability claims: <ol style="list-style-type: none"> 1) affecting member local governing bodies and related entities; and 2) arising from work-related injuries sustained by persons employed by those members.
Liabilities	mean all losses, claims, demands, expenses, costs, damages and other legal responsibilities of whatever description.
Licence	means the licence granted by clause 2.
Local Government Act	means the <i>Local Government Act 2009</i> (Qld).
Local Law	means a local law made by Council under the Local Government Act or any other Law.
Maintenance Intervention Levels	means the Routine Maintenance Intervention Level and Response Time (IL/RT) Criteria as set out in the DTMR Road Maintenance Guidelines in effect at the relevant time.
Maintenance (or Maintain)	means: <ol style="list-style-type: none"> 1) rectification of a Defect; and 2) inspections and work reasonably required (consistent with Good Industry Practice) to avoid occurrence of a Defect or to ensure proper operation of the Asset.
Mineral Resources Act	means the <i>Mineral Resources Act 1989</i> (Qld).
Non Imputation Provision	means a clause in which the insurer acknowledges that a failure to comply with any obligation, term or condition of the policy or of the duty of disclosure by one insured will not prejudice the rights of other insureds.
Notice	has the meaning given in clause 17.
Notice Date	(for a Notice of Dispute) has the meaning given to it in clause 10.2.
Notice of Dispute	has the meaning given to it in clause 10.2.
Personnel	means the directors, officers, employees, servants, agents, contractors, subcontractors, consultants and representatives of a Party.
Personnel	means the directors, officers, employees, servants, agents, contractors, subcontractors, consultants and representatives of a party.
PPI	means the producer price index for construction 6427.0 (ABS PPI) index number 3101 Road and Bridge construction index for Queensland published by the Australian Bureau of Statistics.
Asset Location	means the vertical and horizontal alignment for the Asset as required by the applicable row in Schedule 2, item 1 for the Asset Diameter.
Asset Purposes	means installation of the Asset, use of the Asset to convey water, and Maintenance.
Public Liability Policy	means an insurance policy that indemnifies the insured against Claims concerning, and liability for Harm to persons other than Personnel for whom the Grantee must ensure cover by a policy of Workers Compensation Insurance, in connection (directly or indirectly) with Works.
Referee	means an independent expert, appointed for clause 10.4 to determine a Dispute in accordance with clause 11
Referring Party	has the meaning given in clause 11.1(b).
Registered Insurer	means an entity conducting insurance business pursuant to a licence granted under the <i>Insurance Act 1973</i> (Cth).
Relevant Claim	has the meaning given in clause 8.1(a).

Term	Definition
Related Body Corporate	has the meaning given to it in the <i>Corporations Act</i> .
Removal Works	means the works for the removal of the Asset, described in Schedule 2, item 3.
Road	means a road as defined under the <i>Local Government Act</i> that is within Council's local government area.
Road Segment	means the section of the Subject Road so identified on the Road Segment Plan.
Road Segment Plan	means the plan in Schedule 1.
RPEQ	means a registered professional engineer as defined in the Professional Engineers Act 2002 (Qld).
Security	means a surety under clause 20 to secure the Grantee's obligations.
Shoulder	has the meaning given in the DTMR Road Design Manual.
Site Safety Plan	means a plan regulating safety precautions the Grantee must observe at the site of work it performs upon the Subject Road or Asset for this agreement.
Site Safety Rules	means Council's Workplace Health & Safety Site Rules (including the schedule of Personal Protective Equipment requirements) issued by Council from time to time.
Tax	means the following: <ol style="list-style-type: none"> 1) a tax, levy, impost, deduction, charge or duty (including stamp and transactional duty) imposed under a law by an Authority; 2) any interest, penalty fine and expense for a matter under (a).
Third Party Approvals	means any authorisation, consent, approval, licence, ruling, condition, permit, determination, certificate, or exemption of any Government Authority, and any modification, extension or replacement thereof from time to time in force.
Traffic Management Plan	means a plan for the management and control of traffic associated with the conduct of road works which is prepared in accordance with the ' <i>Traffic Management for Construction or Maintenance Work Code of Practice 2008</i> ', prepared by the Queensland Department of Justice and Attorney-General.
Vehicle Policy	means a motor vehicle insurance policy that covers the insured against: <ol style="list-style-type: none"> 1) damage to the vehicle; 2) loss of the vehicle, including loss of use (complete or partial) and loss via misplacement and theft; and 3) claims concerning, and liability for, Harm to persons and damage to property arising from its use.
WH&S Laws	means any applicable health and safety related Law, including a Law related to occupational health and safety, dangerous goods, chain of responsibility, electrical health and safety and any other relevant industry specific Law, as well as any related codes of practice, standards, notices and directions issued by a Government Authority, and includes the <i>Work Health and Safety Act 2011</i> (Qld).
Wilful Default	means an act or omission: <ol style="list-style-type: none"> 1) that breaches this agreement; 2) that is committed with the intention of causing a breach of this agreement; or 3) that is committed in deliberate disregard of or deliberate indifference to: <ol style="list-style-type: none"> (i) whether it will cause a breach of this agreement; and

Term	Definition
	(ii) the harmful consequences that the person knows or ought reasonably to know it will cause.
Works	means: <ol style="list-style-type: none"> 1) the Installation Works; 2) the Removal Works; and 3) Maintenance.
Work Method Statement	means a safe work method statement for the <i>Work Health and Safety Act 2011</i> (Qld).
Workers Compensation Insurance	means insurance under the <i>Workers Compensation and Rehabilitation Act 2003</i> (Qld).
Works Application	means an application for Works Approval under clause 4.1.
Works Approval	means an approval granted by Council for Infrastructure Work under clause 4.2.

1.2 Schedule Definitions

In this agreement, in addition to the words defined in clause 1.1, words defined in the schedules to this agreement have the meaning given to them in the relevant schedules, unless a contrary intention appears.

1.3 Interpretation

In this agreement:

- (a) clause headings are for convenience only and do not affect the interpretation of this agreement;
- (b) all provisions other than the recitals (in the Reference Schedule) are operative provisions;
- (c) derivatives of a defined expression bear meanings corresponding to and consistent with the definition;
- (d) if an act under this agreement, other than the service of a Notice, is to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day;
- (e) if an event under this agreement must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day; and
- (f) unless the context indicates a contrary intention
- (g) the singular includes the plural and vice versa;
- (h) reference in an agreement (including this agreement) or instrument to any person includes the successors, executors, administrators, substitutes (including persons taking by novation) and permitted assigns of that person in accordance with that agreement or instrument;
- (i) words referring to a natural person include a corporation, partnership, association, trust or government or semi government authority, agency or instrumentality and vice versa;
- (j) reference to a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (k) reference to any agreement (including this agreement), document or instrument includes that agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (l) reference to clauses, subclauses, paragraphs, recitals and schedules are references to constituent parts of this agreement;
- (m) reference to any legislation or to any section or provision of any legislation, includes any statutory modification, re-enactment, replacement of or substitution for that legislation, section or provision, and

any subordinate legislation or statutory instrument issued pursuant to that legislation as it may have been modified, re-enacted, replaced or substituted;

- (n) reference to a mining tenement includes all extensions, renewals, replacements, conversions, substitutions, subdivisions, amalgamations, consolidations, modifications or variations thereof;
- (o) an obligation to act in good faith or in full co operation, or to use reasonable endeavours, does not require a party to act against its interests;
- (p) the word 'including' is construed as being by way of illustration or emphasis and does not limit or prejudice the generality of any of the words preceding it;
- (q) reference to time is to the time recognised at Brisbane;
- (r) reference to AUD, '\$' or 'dollars' is a reference to Australian currency; and
- (s) reference to an authority or body, whether statutory or otherwise, will, if the authority or body ceases to exist or is reconstituted, renamed or replaced or its powers or functions transferred to any other body or authority, be taken to refer to the body or authority replacing it or assuming its power or functions.

2 GRANT OF LICENCE

2.1 Asset

- (a) The Council grants to the Grantee a licence for the Term to install and Maintain the Asset in the Road Segment on the terms and conditions set out in this agreement.
- (b) The Council grants to the Grantee a licence for a period of [#months. Please consider due dates for construction in Schedule 2] from the Commencement Date to undertake the Installation Works for the Asset in the Road Segment on the terms and conditions set out in this agreement.
- (c) The Grantee accepts the grant of the licences under this agreement.

2.2 Grantee's rights rest in contract only

The rights of the Grantee under this Agreement rest in contract only and nothing in this Agreement creates an interest in any land belonging to, or which is under the control of, the Council.

3 GENERAL OBLIGATIONS

3.1 Asset and Works

- (a) The Grantee must:
 - i. ensure that the Asset is constructed and installed in the Asset Location within the Road Segment as detailed in a Works Approval;
 - ii. construct and Maintain the Installation Works to the standard specified in Schedule 2;
 - iii. complete the Works, or a component of the Works, by the due date specified in Schedule 2; and
 - iv. carry out the Works in accordance with the Works Approval and the terms of this agreement at its sole cost.

3.2 Relocation of Asset

- (a) Council may, by Notice to the Grantee, require the Grantee to relocate the Asset, at the Grantee's cost, to a different vertical or horizontal alignment in the Road Segment by a date specified by Council in the Notice.
- (b) The Grantee cannot make any Claim to or against Council arising from Council acting under clause 3.2(a).

3.3 Local Government Act

- (a) This agreement is an approval for section 75(2) of the Local Government Act concerning performance of the Works in accordance with its terms. It does not, however, otherwise affect the requirement for the Grantee to obtain an Approval under any other Law.
- (b) For the avoidance of doubt, this clause 2 does not limit Council's power to close a road to all traffic or traffic of a particular class under the Local Government Act or to take any other action in respect of the Road Segment under the Local Government Act.

4 WORKS APPROVAL

4.1 Application for Works Approval

- (a) Subject to clause 5.2, the Grantee must not undertake Works without first obtaining a Works Approval from Council pursuant to this clause 4.
- (b) For each proposal for Work, the Grantee must give a Works Application to Council that includes:
 - i. the design plans, including detailed engineering plans, for the Work;
 - ii. the traffic management plan for the Work;
 - iii. the specifications for the Work, including information to satisfy Council that the quality of the Work will be appropriate having regard to its location and function;
 - iv. the safety and environmental requirements;
 - v. a schedule of works for the delivery of the Work; and
 - vi. any other ancillary supporting information relevant to the Work.
- (c) Council must assess each Works Application against:
 - i. the Council Road Standards;
 - ii. the requirements of any law or Council policy applicable to works of the type of Work, including the Capricorn Municipal Development Guidelines, Water Reticulation Design Guidelines (to the extent relevant); and
 - iii. Good Industry Practice.

4.2 Works Approval

- (a) Within 20 Business Days after receiving a Works Application, Council must either:
 - i. grant a Works Approval, with or without conditions;
 - ii. refuse the Works Application, providing reasons for the refusal; or
 - iii. request further information about the Works Application, if the Works Application does not include sufficient information for Council to decide the application.
- (b) If Council requests further information under clause 4.2(a)(iii), and the Grantee provides the requested information, Council must, within 20 Business Days of receiving the further information, either:
 - i. grant a Works Approval, with or without conditions; or
 - ii. refuse the Works Application, providing reasons for the refusal.

4.3 Variation of Works Approval

- (a) The design or scope of Work for which a Work Approval has given may be varied by written agreement of the parties in accordance with this clause 4.3.

- (b) Where a party wishes to vary the design or scope of Work, that party must give the other party a notice (**Variation Proposal**) that includes:
 - i. details of the proposed variation; and
 - ii. a statement outlining the reasons for the variation.
- (c) Within 20 Business Days after the Variation Proposal is given, the parties must meet and in good faith:
 - i. review the proposed variation and the assessment report; and
 - ii. negotiate honestly and use reasonable endeavours to reach agreement on variation of the Works Approval.
- (d) to clause 5.2, the Grantee must not undertake Works without first obtaining a Works Approval from Council pursuant to this clause 4.
- (e) If the parties cannot reach agreement within 60 Business Days after the Variation Proposal is given, the dispute resolution process in clause will apply to determine whether any such variation or any other is necessary having regard to the current and future impacts of the existence of the Asset on the Subject Road.
- (f) Where the parties reach agreement on variation under clause 4.3(c), or a variation determination is made under clause 4.3(d), the variation will take effect on the date of agreement or determination.

5 MAINTENANCE

5.1 Grantee to carry out Maintenance

- (a) The Grantee is responsible for the Maintenance of the Asset.
- (b) The Grantee must carry out all Maintenance to the Asset at its cost.
- (c) If there is any Defect in the Subject Road (including but not limited to the Road Segment) as a result of the Asset, the Grantee must rectify the Defect in the Subject Road as soon as reasonably practicable and in accordance with a Works Approval.
- (d) Council may notify the Grantee of any Defect that requires repair under clause 5.1(c).
- (e) The Grantee must notify Council of any Defect in the Road Segment, or any Defect in the Subject Road (including but not limited to the Road Segment) as a result of the Asset, within 24 hours of becoming aware of the Defect.

5.2 Emergency repair

- (a) In an emergency, the Grantee may carry out Works to repair a Defect in the Asset without a Works Approval.
- (b) The Grantee must notify Council as soon as reasonably practicable of any emergency relating to the Works or the Asset.
- (c) The Grantee must notify Council of any Defect and action it has taken under this clause to respond to an emergency.
- (d) If the Grantee acts under clause 5.2(a), the Grantee must apply for a Works Approval within 10 Business Days of the emergency.
- (e) For the avoidance of doubt, a Works Approval given after the Grantee acts under clause 5.2(a) may require different Works to those carried out under clause 5.2(a).

6 PERFORMANCE OF WORKS

6.1 Conduct Requirements

- (a) In carrying out any Works under this agreement, the Grantee must:
- (i) comply, and ensure that its Personnel comply, with all applicable Laws, Council Road Standards, Approvals, and relevant Australian standards, including the Transport Operations (Road Use Management) Act 1995 (Qld);
 - (ii) comply, and ensure that its Personnel comply, with the terms of this agreement;
 - (iii) obtain any necessary Approvals for the Asset Purposes and Works;
 - (iv) subject to other terms of this agreement, ensure at all times that the Road Segment remains open and available for use by the public unless (and only to the extent that) Council approves a partial or full closure;
 - (v) ensure that such works are carried out in accordance with all relevant Approvals and Good Industry Practice;
 - (vi) act reasonably and ensure that such works are carried out in a safe and efficient manner having regard to the multi-user nature of the Road;
 - (vii) comply with any applicable notices, directions or orders of any Government Authority;
 - (viii) not hinder or obstruct traffic on the Roads and not to unreasonably interfere with or disrupt Council's roads program, except as otherwise provided for under a Traffic Management Plan which is required in connection with any Approval for the conduct of the Works;
 - (ix) use material approved by Council and supplied by the Grantee;
 - (x) minimise damage to the Road and the environment; and
 - (xi) carry out the Works to the reasonable satisfaction of Council.
- (b) The Grantee must take any actions which are reasonably necessary for undertaking Works including:
- (iii) the making of an Application;
 - (iv) the obtaining of an Approval;
 - (v) complying with an Approval including the conditions of an Approval;
 - (vi) dealing with land or a document; and
 - (vii) any other action as is reasonably directed by Council from time to time.
- (c) The Grantee must comply as soon as is reasonably practicable with a Notice given by Council to the Grantee which states that the Grantee is to provide reasonable or relevant information to Council for the following:
- (i) the progress of construction of Works specified in the Notice;
 - (ii) an obligation of the Grantee under this agreement or an Approval for the Works.

6.2 Timing

- (a) Subject to clause 6.2(b), the Grantee must complete the Works:
- (i) promptly after the Work commences;
 - (ii) in accordance with any time frame specified in a Works Approval; and

- (iii) by the due date required by clause 3.1(a)(iii) and Schedule 1.
- (b) The Grantee must be given an extension of time for the applicable time frame for a Force Majeure Event (as defined by clause 13.1), in accordance with clause 13.

6.3 Contractors

- (a) The Grantee may, at its sole discretion, engage a Contractor to carry out the whole of the Works or any part of the Works.
- (b) The engagement of a Contractor under clause 6.3(a) will not:
 - (i) relieve the Grantee from any obligation or liability under this agreement, and the Grantee shall be liable for the acts and omissions of the Contractor as though they were the acts and omissions of the Grantee; or
 - (ii) create any contractual relationship between the Contractor and the Council.
- (c) The Grantee must ensure that each Contractor obtains and maintains all Approvals and insurance necessary to enable it to carry out the Works.

6.4 Reporting and Inspection

- (a) If accessing the site of any Works, the Council and its Personnel must comply with all safety directions, access protocols and access policies notified by the Grantee.
- (b) For clarity, Council has unfettered access to the Roads under the Local Government Act.

7 SAFETY

7.1 Acknowledgement

The parties acknowledge that where a party is carrying out Works that it is responsible for the safe conduct of the Works, and is otherwise responsible for the safety of persons potentially affected by the conduct of the Works in accordance with WH&S Laws and the terms of this agreement.

7.2 General Safety Obligations

- (a) The Grantee must submit to Council for approval (and resubmit with any amendments required) a Site Safety Plan.
- (b) Not later than 5 Business Days before it commences the Works or any other Works, the Grantee must notify Council of its intention to conduct the Works and of the commencement date it proposes.
- (c) When undertaking the Works, the Grantee must comply with Council's reasonable directions and instructions for:
 - (i) avoiding disruption to traffic on the Road concerned;
 - (ii) ensuring road safety and the prevention of death and injury; and
 - (iii) protecting property.
- (d) In conducting the Asset Purpose and Works within the area of the Roads, the Grantee must comply with, and take all reasonable steps to ensure that its Personnel, Related Bodies Corporate and their Personnel, comply with:
 - (i) the WH&S Laws; and
 - (ii) the Site Safety Plan approved by Council under clause 7.2(a), and Site Safety Rules.

7.3 Safety Requirements

The Grantee must ensure that each of its Personnel undertaking Works:

- (a) has attended any site induction course(s) reasonably required by Council;
- (b) has attended any training courses Council reasonably requires for allowing access to and work in the designated maintenance area;
- (c) produces for inspection, when required by any regulatory authority or person having jurisdiction over the Subject Road or Works, evidence of his qualification for undertaking the Works;
- (d) has ensured that any plant or vehicles he or she uses on the Road concerned are registered and that they comply with the Council Road Standards;
- (e) wears high visibility shirts or safety vests during daytime periods of normal or good visibility;
- (f) wears reflectorized high visibility safety shirts or vests when undertaking work at night or during periods of low visibility; and
- (g) wears such other safety or protective clothing and equipment as required by the Site Safety Plan.

8 LIABILITY

8.1 Indemnities

- (a) Subject to the qualifications expressed in this clause 8, and to the maximum extent permitted by Law, the Grantee indemnifies Council against every Cost borne of Claims (Relevant Claims) made in connection with:
 - (i) performing Works, irrespective of who has performed or been engaged upon that work; and
 - (ii) performing the Grantee's other obligations under this agreement.
- (b) The indemnity binds the Grantee irrespective of whether a Relevant Claim results also from:
 - (i) a person's carelessness;
 - (ii) the breach of a statutory duty; or
 - (iii) the breach of a non-delegable duty of care.
- (c) Further, the indemnity binds the Grantee irrespective of:
 - (i) who is Harmed;
 - (ii) who is responsible for the care and safety of a person Harmed;
 - (iii) what property is Harmed; and
 - (iv) who owns, possesses, or controls the Harmed property.
- (d) Excluded from the indemnity are:
 - (i) Cost borne of Claims that are inevitable results of performing the Works in accordance with this agreement;
 - (ii) Cost borne of Claims that result from Council's own:
 - a. negligence;
 - b. breach of this agreement; or

c. Wilful Default of this agreement

but only to the extent that the Council negligence, breach or Wilful Default has directly precipitated the relevant Harm or Relevant Claim.

- (e) Council will notify the Grantee of any Relevant Claim and will give the Grantee (and its insurers) a reasonable opportunity to respond to the Claim in consultation with Council's insurer.
- (f) It is not necessary for a party to incur expense or make payment before enforcing the right of indemnity under clause 8.1(a).

8.2 Release

- (a) The Grantee releases Council and its Personnel, collectively and individually, from liability to it upon any and every Claim:
 - (i) that arises directly or indirectly from or in connection with the Works; and
 - (ii) that the Grantee possesses now or acquires in the future; or
 - (iii) that the Grantee would or might possess or acquire but for this agreement,
 - (iv) except to the extent that Council negligence, breach of this agreement or Wilful Default of this agreement has directly precipitated the Claim.
- (b) The Grantee acknowledges that Council is entitled at all times to access Roads Segments upon which the Grantee is undertaking Works.
- (c) The Grantee will not seek compensation for damage Council or its Personnel might cause to a Road in the course of the Council exercising, with reasonable skill, care and diligence, any of its powers as statutory controller pursuant to the Local Government Act.

8.3 Survival

This clause 8 survives the completion, expiry or termination of this agreement.

9 INSURANCE

9.1 Independence of Obligations

- (a) The insurance obligations in this clause 9 are independent of the Grantee's indemnity obligations under this agreement.
- (b) Accordingly, the limits of those indemnity obligations do not confine or limit the insurance obligations nor do the insurance obligations confine or limit those indemnity obligations.

9.2 The Grantee's Insurance

- (a) This clause 9 applies for as long as the Grantee performs Works and remains responsible for the care of any completed Works.
- (b) The Grantee must not begin the Work until:
 - (i) all of the insurance cover this clause 9 requires has been obtained; and
 - (ii) it has given Council, for each policy, Proof of Insurance in accordance with clause 9.7.

9.3 Types of Insurance

- (a) The Grantee must:

- (i) ensure that all Personnel performing Work on its behalf are covered by Workers Compensation Insurance;
- (ii) hold cover under and maintain a Public Liability Policy throughout the Term; and
- (iii) ensure that each of its vehicles engaged in Works is comprehensively insured and covered by a Vehicle Policy.

(b) For clarity, a party's vehicles include those operated by its Personnel.

9.4 Public Liability Policy

The Grantee's Public Liability Policy:

- (a) must insure severally the party and the Personnel it engages (irrespective of the capacity of engagement) upon Work, and upon activities related to them or either of them;
- (b) must cover liability arising out of the use of the party's plant and equipment unless such liability is specifically covered under a separate policy of insurance maintained by the Grantee; and
- (c) must provide a per claim limit of indemnity for not less than \$20,000,000.

9.5 Motor Vehicle Insurance Policy

Each Vehicle Policy must provide cover:

- (a) for damage to the vehicle, or to each vehicle: cover the vehicle for reinstatement or replacement value; and
- (b) for Harm: per vehicle, per occurrence indemnity cover not less than \$20,000,000 (irrespective of whether a given occurrence is one of a series arising from the same event).

9.6 Insurer and Policy Requirements

For each policy of insurance this clause 9 requires must:

- (a) issue from a Registered Insurer, approved by Council that holds a financial strength rating not lower than:
 - (i) Standard & Poor's: A minus;
 - (ii) A.M. Best Company: A minus;
 - (iii) Moody's: A3;
 - (iv) Fitch Ratings: A minus;
 - (v) must expressly insure Council as a named insured, whether by name or via an endorsement:
 - a. covering Council for its interests and entitlements under this document;
 - b. authorising Council to deal with the insurer directly; and
 - c. enabling Council to make claims under the policy, and to enforce it, directly against the insurer.

For clarity, the policy must not, in any event, merely note Council as an entity with an insurable interest.

- (i) must cover the Grantee, Council, and all Personnel, for their respective rights, interests, and liabilities connected with the Works;
- (ii) must treat each party as if the party were issued a separate or individual policy;

- (iii) must contain a Cross Liability and Subrogation Waiver Provision, and a Non Imputation Provision;
- (iv) must provide automatic limit of indemnity reinstatement following payment of a claim;
- (v) must cover each insured upon claim resulting or arising from its own negligence;
- (vi) must contain no provisions (particularly exclusions, endorsements, or alterations) that Council reasonably disapproves;
- (vii) remain current throughout the Term and be in place prior to any Works occurring; and
- (viii) must be occurrence based; that is to say: it must provide indemnity upon claims made after the policy has expired if the events precipitating the claims occur while the policy is current.

9.7 Proof of Insurance

- (a) The Grantee must give to Council, by no later than the Commencement Date and thereafter whenever reasonably requested to do so, and no later than seven days following a request, a copy of each insurance policy's schedule and wording together with a certificate of currency concerning each insurance policy the party is obliged to hold under clause 9.3.
- (b) Council may not make such a request more than once each year.
- (c) For that purpose, a year is to be calculated by reference to the date upon which the relevant insurance policy's period of insurance commences.

9.8 Failure to Insure

- (a) If the Grantee defaults in discharging an obligation to insure under this clause 9, Council may obtain and maintain the required insurance.
- (b) The Grantee must reimburse the Council upon seven days of receipt of a demand, the expenses the other party incurs in obtaining and maintaining the insurance.

10 DISPUTE RESOLUTION

10.1 Application

- (a) The dispute resolution provisions in this clause 10 will apply where:
- (b) a clause in this agreement requires the parties to reach agreement and agreement is not reached; or
- (c) any dispute or difference arises out of this agreement,
- (d) (each a Dispute).
- (e) Nothing in this agreement prejudices the right of any party to seek urgent injunctive or declaratory relief in a court of competent jurisdiction.

10.2 Notice of Dispute

- (a) Where a party wishes to resolve a Dispute, it must give notice to the other party setting out the particulars of the Dispute (Notice of Dispute). The Notice of Dispute will be effective from the date upon which the notice is deemed to have been received by the other party (Notice Date).
- (b) The parties will nevertheless continue to perform their obligations under this agreement pending the resolution or determination of the Dispute.

10.3 Without Prejudice meeting of the parties' representatives

Within 10 Business Days after the Notice Date, representatives of the parties must meet and negotiate in good faith to resolve the Dispute.

10.4 Referral to Independent Expert

Failing resolution of the Dispute under clause 10.3 within 40 days from the Notice Date, either party may give the other a notice (Referral Notice) that it will refer the Dispute for determination by an independent expert (Referee) in accordance with clause 11.

11 DISPUTE RESOLUTION

11.1 Appointment of Referee

- (a) Where a Dispute is referred under clause 10.4, a Referee must be appointed by the parties.
- (b) If the parties fail to agree, within 14 days after a Referral Notice is given, who is to be the Referee, the party who gave the notice (Referring Party) must request the President of the Law Society to make the appointment.
- (c) A copy of the Notice of Dispute must accompany the request.
- (d) The Referring party must request the President to appoint as Referee a person:
 - (i) who possesses the qualifications, experience and standing necessary and appropriate to ensure the Dispute is resolved justly and efficiently; and
 - (ii) to make the appointment under clause 11.1(d)(i) as soon as possible and advise the parties in writing of the appointment.
- (e) For clarity, if the issues in dispute require the application of expertise in more than one discipline (for example, engineering and law, accountancy and engineering, or accountancy, engineering and law) the President may:
 - (i) appoint as Referee an independent person appropriately qualified in one of those disciplines; and
 - (ii) appoint another independent person or other independent persons (Expert Assistant), appropriately qualified in the other discipline/s, to give the Referee the expert assistance required to facilitate the expeditious and effective resolution of the Dispute.
- (f) To be treated as independent of the parties, a candidate for appointment as a Referee or Expert Assistant:
 - (i) must have no interest or duty that conflicts, or might conflict, with his/her function of determining the Dispute, or helping determine it, without any sense of obligation or favour toward a party; and
 - (ii) in particular, though without limitation, must not be a current or former employee or officer of a party or Affiliate, and must not be, himself/herself, an Affiliate.
- (g) If a Referee or Expert Assistant becomes aware at any stage of any circumstances that might reasonably be considered to adversely affect that Referee's or Expert Assistant's capacity to act independently or impartially, that Referee or Expert Assistant must inform the parties immediately and the appointment of that Referee or Expert Assistant will terminate, unless the parties otherwise agree in writing.
- (h) If a Referee or Expert Assistant is unable or unwilling to determine the Dispute, or has their appointment terminated under clause 11.1(g), the parties must appoint a substitute in accordance with the procedures under this clause 11.1.

- (i) Unless otherwise agreed by the parties in writing, and subject to Law, the parties must procure that the Referee and any Expert Assistant undertake to keep confidential all information concerning the Dispute and the affairs of the parties, which is obtained through participating in the resolution of the Dispute.

11.2 Determination by Referee

- (a) In determining the issue/s in the Dispute, the appointed Referee, and his/her Expert Assistant/s (if applicable), must:
 - (i) act as an expert, not an arbitrator;
 - (ii) act honestly, without bias, taking account of relevant considerations and disregarding irrelevant considerations; and
 - (iii) endeavour to make the determination that serves best the intent of this agreement.
- (b) Though obliged to accord procedural fairness (natural justice) to each party in resolving the Dispute, the Referee will not be bound by the rules of evidence.
- (c) Generally, the Referee:
 - (i) must do what is necessary to familiarize himself/herself with the nature of the Dispute; and
 - (ii) for that purpose, may investigate the Dispute in the manner he/she considers appropriate and consistent with his/her function under this clause 11.
- (d) In particular, the Referee may:
 - (i) receive submissions (verbal or written) from the parties;
 - (ii) interview persons he/she considers might assist in resolving the Dispute;
 - (iii) seek information and documents he/she considers are or might be relevant to an issue in the Dispute;
 - (iv) inspect documents and consider information obtained;
 - (v) draw upon his/her own knowledge and skill concerning the subject of the Dispute; and
 - (vi) make such directions for the conduct of the determination as he/she considers necessary.
- (e) The Referee must deliver his/her determination in writing, addressed to the parties jointly.
- (f) The determination must contain a full statement of the reasons for the Referee's decision.
- (g) The determination delivered by the Referee under clause 11.2(e):
 - (i) must promptly be given effect to by the parties; and
 - (ii) will, in the absence of fraud or manifest error, be final and binding on the parties.
- (h) The Referee may correct in the determination a clerical error or an error arising from a mistake made in good faith, including a material miscalculation.
- (i) Subject to clause 11.2(j), the Referee must determine the referred Dispute within 20 Business Days of appointment.
- (j) Where it is unreasonable in the circumstances to determine the Dispute within 20 Business Days of appointment of the Referee, the parties must use reasonable endeavours to agree to a longer period for the Referee's determination

- (k) If the parties cannot agree to a longer period for determination under clause 11.2(j), the relevant period will be determined by the Referee acting reasonable, but in any case, the Referee must provide his or her written determination within 3 months of appointment.

11.3 Costs of Resolving Dispute

- (a) Each party must bear its own expenses in connection with resolving a Dispute, including the cost of:
 - (i) preparing and delivering the Notice of Dispute;
 - (ii) seeking to resolve the Dispute by negotiation;
 - (iii) referring the Dispute for resolution by a Referee; and
 - (iv) the resolution process before the Referee.
- (b) The parties must share equally:
 - (i) the fee (if any) payable for hiring a venue for conduct of a negotiation or a Referee determination;
 - (ii) the fee payable to the Law Society for the services of its President in arranging appointment of the Referee;
 - (iii) the Referee's fee for acting to resolve a Dispute; and
 - (iv) the fee of each Expert Assistant appointed to assist the Referee.

11.4 Judicial Resolution

- (a) For clarity, neither party may seek to invoke this clause 11 to oust the jurisdiction of a court competent to adjudicate a Dispute.
- (b) However, until the requirements of clauses 10 and 11.1 to 11.3 are met, neither party may institute a court proceeding (other than a proceeding for urgent interlocutory relief) for resolving a Dispute under this agreement.

11.5 Performance during Dispute

- (a) For clarity, a Dispute does not suspend the relevant obligations under this agreement pending its resolution.
- (b) Inasmuch as the discharge of its obligations is practical given the nature of the Dispute, each party must continue to discharge those obligations by performance despite the Dispute.

12 COMMUNICATION

12.1 Emergency Communication

Each party must promptly notify the other of any emergency affecting, or that can reasonably be expected to affect, the operation of the Subject Road.

12.2 Ongoing Communication

- (a) Each party must:
 - (i) appoint at least two, but no more than three, representatives to be its liaison officers for dialogue about Works;
 - (ii) promptly notify the other of the names and contact details of its appointees; and
 - (iii) promptly notify the other of any changes to those details.

- (b) The liaison officers must meet at least once per quarter to discuss and consider:
 - (iv) Works issues arising from the use of the Road Segment; and
 - (i) ways in which the quality, timeliness, and cost effectiveness of ongoing Maintenance can be improved.
- (c) Council representatives may participate in the meeting that the Grantee and its consultants/contractors conduct at the beginning of each week for resolving the Maintenance activities to be performed for that week.

13 FORCE MAJEURE

13.1 Definition

For the purposes of this agreement, a Force Majeure Event means any event or circumstance not within the reasonable control of a party and which, by the exercise of due diligence, that party is not reasonably able to prevent or overcome including, without limiting the generality of the nature of those events or circumstances, any of the following events or circumstances if and to the extent that they satisfy the preceding criteria:

- (a) acts of God including but not limited to epidemics, landslides, earthquakes, floods, washouts, lightning, storms, cyclones and extreme weather conditions;
- (b) strikes, lockouts, bans or other industrial disturbance;
- (c) any order, direction, claim, dispute or requirement under Laws relating to native title or indigenous cultural heritage;
- (d) substantial non-compliance by a Government Authority with a statutory time frame for the assessment of an Application;
- (e) substantial and unusual delay in the grant of a necessary Approval where there is no statutory time frame for the assessment of that Application, and the Application includes all necessary information and documents;
- (f) acts of the enemy including but not limited to wars, terrorism, blockades, insurrections, sabotage, riots and civil disturbances, arrests and restraints of rulers and people;
- (g) fire or explosion;
- (h) escape of radioactive contaminants or toxic or dangerous chemicals; and
- (i) unforeseen or unpreventable breakdown of or damage to plant, machinery or property caused by an event of the nature described in clause 13.1(a) to 13.1(h).

13.2 Non-Performance excused by force majeure

Subject to clauses 13.5, non-performance by a party of any obligation or condition to be performed under this agreement:

- (a) will be excused during the time and to the extent that performance is prevented or hindered, wholly or in part, by a Force Majeure Event; and
- (b) will not in any event give rise to any liability to the other party for breach of contract resulting from that non-performance.

13.3 Notification

A party (Affected Party), who, by reason of a Force Majeure Event is unable to perform any obligation or condition to be performed under this agreement, must:

- (a) notify the other party as soon as reasonably practicable giving:

- (i) such particulars of the Force Majeure Event as the Affected party is aware;
- (ii) the date of commencement of the Force Majeure Event and an estimate of the period of time required to enable the Affected party to resume full performance of its obligations; and
- (iii) where possible, the means proposed to be adopted by the Affected party to remedy or abate the effects of the Force Majeure Event;
- (iv) resume performance as soon as practicable after termination of the Force Majeure Event or after the Force Majeure Event and its effects have abated to an extent which permits resumption of performance;
- (v) notify the other party of the date when the effects of the Force Majeure Event terminate or abate to an extent which permits resumption of performance, and the notice must specify the date; and
- (vi) notify the other parties when resumption of performance has occurred.

13.4 Mitigation

- (a) The Affected party must use all reasonable endeavours to avoid or remove the circumstance constituting the Force Majeure Event and to mitigate the effect of that Force Majeure Event. The other party will co-operate and provide such assistance as the Affected party may reasonably request and at the Affected party's cost.
- (b) Notwithstanding clause 13.4(a), the Affected party will not be required to act against its interest to adjust or settle any strike, lockout or other labour dispute.
- (c) The Affected party must report weekly to the other party its progress in endeavouring to end the Force Majeure Event and/or to mitigate its effect.
- (d) For clarity, a weekly report must detail at least:
 - (i) the mitigation steps taken during the week the subject of the report; and
 - (ii) any change to Affected party's estimate of the duration of the notified impact.

13.5 Monetary obligations

An obligation to pay money under this agreement will not be suspended or excused by a Force Majeure Event.

14 AMENDMENT OF THIS AGREEMENT

No modification, variation or amendment of this document is of any force or effect unless it is in the form of an amendment agreement or deed and has been signed by the parties.

15 DEFAULT

15.1 Events of default

The Grantee defaults under this document if it fails to comply with or discharge within the time limited (if any) an obligation by which it is bound under the document.

15.2 Default notice

A Default Notice is a notice from Council to the Grantee:

- (a) specifying in reasonable detail a default by the Grantee under this agreement;
- (b) requesting the Grantee to rectify the default within the period specified in the notice, which period must be reasonable; and

- (c) specifying in reasonable detail the action which the Grantee is required to take to perform and rectify the default, including any works required to remedy the consequences of the default.

15.3 Entitlements upon default

- (a) For a default that is rectifiable, and without limiting clause 16, if the Grantee fails to comply with the Default Notice, Council may, as the case requires:
 - (i) rectify the default (if the default is a failure to perform work, properly or at all);
 - (ii) carry out any necessary work to remedy the consequences of the default; and
 - (iii) recover from the Grantee as a liquidated debt the money it expends in giving the Default Notice, recovering the outstanding contributions, or in undertaking the relevant work.
- (b) Council's entitlements under this clause are additional to its entitlements under legislation and at general law.

15.4 Council may act in public interest

- (a) Regardless of the existence of a Dispute, Council may undertake the work the subject of a Default Notice if it considers in its absolute discretion (acting reasonably) that delaying the work will compromise public safety, will be an unacceptable risk to property or will inconvenience the public unreasonably.
- (b) If the Dispute is resolved by an agreement or a determination that the Grantee is in default, the Grantee must comply with the Default Notice:
 - (i) within the period limited in the notice; or
 - (ii) by the date otherwise agreed or determined upon resolution of the Dispute,
 - (iii) if Council has not exercised its entitlement under clause 15.4(a).
- (c) If Council has undertaken the relevant work pursuant to this clause 15.4(a), Council may exercise its entitlements under clause 15.3 subject to a contrary agreement or determination upon resolution of the Dispute.
- (d) To remove any doubt, if the Dispute is resolved by an agreement or a determination that the Grantee is not in default:
 - (i) the Grantee may ignore the Default Notice; and
 - (ii) Council must bear the cost of the work undertaken pursuant to clause 15.4(a) to the extent that the cost is not otherwise payable by the Grantee or recoverable from it, under this document.

15.5 Council is relieved of its obligations for the period of the Grantee's default

Council is, for the time the Grantee has failed to perform and fulfil an obligation under this agreement, under no obligation to perform or fulfil the following:

- (a) an obligation of Council;
- (b) an action or decision for an Application or take an action for a matter requiring an Approval;
- (c) give a consent or express Council's satisfaction for a matter or take an action for a matter requiring Council's consent or the expression of Council's satisfaction.

16 TERMINATION AND EXPIRY DATE

16.1 Termination

- (a) This Agreement may be terminated:
 - (i) in accordance with clause 16; or
 - (ii) at any time by written agreement of the parties.
- (b) Council may terminate this agreement by giving Notice to the Grantee if:
 - (i) it decides, acting reasonably, that the Road Segment can no longer accommodate all or part of the Asset Purposes; or
 - (ii) the Grantee does not comply with a Default Notice.
- (c) The Grantee may terminate this agreement by giving Notice to Council if the Road Segment is no longer required for the Asset Purposes.
- (d) If this agreement is terminated under clause 16.1(b) or 16.1(c), the Expiry Date is the date nominated in the relevant Notice, which must be at least 30 Business Days after the date of that Notice.

16.2 Works before Expiry Date

- (a) At least 15 Business Days before the Expiry Date, the Grantee must:
 - (i) complete the Removal Works; and
 - (ii) arrange a joint inspection with Council to ascertain whether the Road Segment exhibits any Defects.
- (b) If a Defect is detected as part of the joint inspection in clause 16.2(a), the Grantee will rectify such Defect within one calendar month from the date of the joint inspection to the reasonable satisfaction of Council.
- (c) If the Grantee fails to comply with clause 16.2(a) or 16.2(b), Council may carry out the Removal Works or rectify the Defect and the Grantee must reimburse Council for all costs incurred, including but not limited to, material, labour of Personnel and engineering advice.
- (d) This clause 16.2 survives termination of this agreement.

17 NOTICES

17.1 Form

- (a) Unless expressly stated otherwise in this agreement, a notice, direction, certification, consent, approval, waiver or other communication in connection with this agreement (Notices) is ineffective unless given in writing:
 - (i) signed by the sender (if an individual) or an Authorised Officer of the sender; and
 - (ii) marked for the attention of the person identified in the Reference Schedule or, if the recipient has notified otherwise, then marked for attention in the way last notified.
- (b) For a party composed of more than one person:
 - (i) a notice by that party need not be signed by all of those persons if it expressly states that the signatory is, or signatories are, authorised by all of those persons to sign the notice;
 - (ii) the recipient of the notice need not enquire into the validity of the authorisation; and

- (iii) the parties will advise an Authorised Officer for the purposes of this Agreement and will update the details as required:

Name	
Attention	
Address	
Phone	
Email	

Name	Isaac Regional Council
Attention	Manager Galilee and Bowen Basin Operations
Address	PO Box 97, MORANBAH QLD 4744
Phone	1300 472 227
Email	records@isaac.qld.gov.au

17.2 Service

- (a) Notices must be:
- (i) delivered to the addresses set out or referred to in the Reference Schedule;
 - (ii) sent by prepaid ordinary post (airmail if appropriate) to the addresses set out or referred to in the Reference Schedule; and
 - (iii) sent by email to the email address set out in the Reference Schedule.
- (b) However, if the intended recipient has notified a changed address or email address, Notices must be delivered or sent to that address or number.

17.3 When effective

If delivered, a Notice takes effect from the time of delivery.

17.4 Receipt – post

If sent by post, a Notice is taken to be received on the fifth day after the Business Day of posting (or the fifteenth Business Day after the day of posting if sent to or from a place outside Australia).

17.5 Receipt – Email

If sent by email, a Notice is taken to be received at the time of departure from the sender's mail server unless the sender receives an automated message generated by the recipient's mail server (Failure Message) that the email has not been delivered within two hours. For the avoidance of doubt, any response generated by or at the instigation of the recipient (including an 'out of office' message) will not be a Failure Message.

17.6 Receipt Outside Business Hours

- (a) A Notice delivered after 4:30pm is deemed given at 8:30am on the Business Day following the date of delivery.
- (b) If the confirmation report for a Notice sent by facsimile discloses receipt of the transmission after 4:30pm on the transmission date, the Notice is deemed received at 8:30am on the Business Day following the date of receipt disclosed in the report.

18 PAYMENT

18.1 Identified Costs

The Grantee is liable for and is to pay the following costs specified in a tax invoice issued by Council:

- (a) Council's pre-agreed costs of the preparation and execution of this agreement; and
- (b) Council's reasonable costs of project managing the obligations under this agreement.

18.2 Unidentified costs

- (a) The Grantee is liable for and is to pay Council's reasonable costs of the following:
 - (i) except to the extent the costs are already required to be paid by clause 18.1, the preparation, negotiation and execution of a document required under this agreement;
 - (ii) the giving effect of this agreement or a document required under this agreement; and
 - (iii) the exercise or non-exercise of a right, including for the actual or contemplated enforcement or preservation of a right, waiver, release, indemnity, discharge or charge under this agreement.
- (b) Council's costs are to include reasonable legal costs on a full indemnity basis including the cost of any external consultant reasonably required by or on behalf of Council (e.g. an expert witness or barrister) and Council's reasonable internal staff costs.

18.3 Tax

The Grantee is liable for and is to pay on demand by a Notice given by Council to the Grantee, Council's costs for a Tax (other than if it arises from the default by Council), for the following in respect of the Grantee:

- (a) this agreement;
- (b) a Security;
- (c) a document for Works;
- (d) a document provided for under this agreement; and
- (e) a transaction evidenced, effected or contemplated by this agreement or a document referred to in clauses 18.3(a) to (d).

18.4 Payment requirements

- (a) An amount payable to a party is to be paid free from any deduction.
- (b) An amount payable to a party is to be paid in the following ways:
 - (i) in cash;
 - (ii) by an unendorsed bank cheque;
 - (iii) by a deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the party; or
 - (iv) in the case of a Government Authority, in accordance with any formal or customary requirements of the Government Authority needed to allow the payment to be made or received, as the case may be.

18.5 Overdue payment

- (a) This clause applies if a party (Payer) has not paid to the other party (Payee) an amount payable by the Payer when it becomes due for payment (Overdue Amount).
- (b) The Payer is to pay to the Payee interest on the Overdue Amount during the period the Overdue Amount remains unpaid.
- (c) The interest is to be paid on the following date:
 - (i) a date stated in a notice given by the Payee to the Payer; and
 - (ii) the first day of each month if no date is fixed by the Payee.
- (d) The interest is to be calculated on the basis of the following:
 - (i) a daily balance;
 - (ii) the days which have elapsed from the date it becomes due for payment to the date it is paid; and
 - (iii) simple interest accruing at the rate of 10% per annum on any Overdue Amount, or any part of an Overdue Amount, from the date payment of the Overdue Amount was due until the Overdue Amount is paid in full.
- (e) The Grantee must pay accrued interest at the time the Overdue Amount, or any part of the Overdue Amount, is paid.
- (f) The Payee may capitalise the interest which is not paid when due for payment at the following intervals:
 - (i) the interval fixed in a Notice given by the Payee to the Payer; and
 - (ii) on the first day of each month if no interval is fixed by the Payee.
- (g) The Payer is to pay interest on the capitalised interest under clause 18.5(d).
- (h) The Payer's obligation to pay the Overdue Amount and interest on the date it becomes due for payment is not affected by another clause.
- (i) If a Claim under this agreement becomes merged in a judgment or an order of a court, then the Payer is to pay interest to the Payee on the amount of that Claim as an independent obligation.
- (j) The interest accrues from the date the Claim becomes due for payment both before and after the judgment or an order of the court until it is paid, at a rate which is the higher of the rate payable under the judgment or an order and the rate stated in clause 18.5(d).

19 GOODS AND SERVICES TAX

19.1 Consideration GST exclusive

- (a) Unless expressly stated otherwise in this agreement:
 - (i) non monetary consideration for a taxable supply under this agreement is GST inclusive; and
 - (ii) all monetary amounts payable as consideration are exclusive of GST.
- (b) Reference to a supplier, a recipient, a payer, or a payee who is a member of a GST group includes the representative member for that person's GST group.

19.2 Payment of GST

- (a) If GST is payable on any supply made under this agreement, for which the consideration is not expressly stated to include GST, the recipient must pay the supplier an additional amount equal to the GST payable.
- (b) The recipient must pay the additional amount at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided.
- (c) However:
 - (i) the recipient need not pay the additional amount until the supplier gives the recipient a tax invoice or an adjustment note;
 - (ii) if an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment; and
 - (iii) this clause 19.2 does not apply to the extent that the GST on the supply is payable by the recipient under Division 84 of the GST Act.

19.3 Reimbursements

If a party is required under this agreement to indemnify another party, or pay or reimburse Costs of another party, that party agrees to pay the relevant amount less any input tax credits to which the other party (or to which the representative member for a GST group of which the other party is a member) is entitled.

19.4 Calculation of payments

If an amount payable under this agreement is to be calculated by reference to:

- (a) the price to be received for a taxable supply then, for the purposes of that calculation, the price is reduced to the extent that it includes any amount on account of GST; and
- (b) the price to be paid or provided for an acquisition then, for the purposes of that calculation, the price is reduced to the extent that an input tax credit is available for the acquisition.

19.5 Interpretation

For the purposes of this clause 19:

- (a) a term which has a defined meaning in the GST Act has the same meaning when used in this clause 19; and
- (b) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

20 SECURITY

20.1 Provision of a Security

- (a) The Grantee is to provide to Council the Security in the sum of \$5,000.00 within 10 Business Days of execution of this Licence to secure the Grantee's obligations under this agreement.
- (b) To remove any doubt, the provision of a Security by the Grantee does not relieve the Grantee of the requirement to perform its obligations under this agreement.

20.2 Form of a Security

- (a) The Grantee is to provide to Council a Security which is in the following form:
 - (i) money;

- (ii) a bank's undertaking which is on substantially the same terms as the terms in Schedule 4 and satisfies the following:
 - a. is in favour of Council or an entity stated in a Notice given by Council;
 - b. is given by a financial institution consented to by Council;
 - c. allows Council to claim a payment on demand without reference to the Grantee and despite an objection, direction or Claim by the Grantee to the contrary;
 - d. allows the financial institution to make a payment on demand without reference to the Grantee and despite an objection, direction or Claim by the Grantee to the contrary;
 - e. is irrevocable;
 - f. is otherwise unconditional; and
 - g. is in a form and substance to Council's satisfaction; or
- (iii) another form of surety agreed to in writing by Council.

20.3 Recourse to a security

- (a) Council may have recourse to a Security for a matter to which the Security relates which has not been performed and fulfilled by the Grantee.
- (b) Council may convert a Security into money if the Security does not consist of money.

20.4 Reduction of a Security

- (a) The Grantee is not entitled to reduce a Security without the consent of Council under this clause 20.4.
- (b) The Grantee may give to Council a Notice which states:
 - (i) that Council is requested to reduce the amount of a Security on the basis that the Grantee has satisfied all or part of the obligation to which the Security relates;
 - (ii) the amount by which the Security is proposed to be reduced; and
 - (iii) the value of the remaining obligation to which the Security relates, which must be the proposed new Security amount for the relevant Security.
- (c) Council is to give the Grantee a Notice which states the revised Security amount if Council, acting reasonably, agrees with the information contained in the Notice under clause 20.4(b).
- (d) A Security may be reduced to the amount stated in a Notice from Council under clause 20.4(c).

20.5 Indexation of a Security

- (a) On each anniversary of the date of the provision to Council of a Security (Adjustment Date) the amount of a Security (Security Amount) is adjusted to a revised amount (Revised Security Amount) by applying the following formula:

where:
$$RSA = \frac{SA \times A}{B}$$

RSA is the Revised Security Amount.

SA is the Security Amount on the relevant Adjustment Date.

A is the index number for the PPI immediately before the relevant Adjustment Date.

B is the index number for the PPI immediately before the later of the following:

- (i) the date of the provision to Council of the Security for the first adjustment of the Security Amount;
 - (ii) the immediately preceding Adjustment Date for a later adjustment of the Revised Security Amount.
- (b) Council may give to a Grantee a Notice which states that the Grantee is to increase the amount of a Security to the Revised Security Amount.
 - (c) The Grantee is, within ten Business Days of the receipt of a Notice under clause 20.5(b), to give to Council a replacement or further Security so that Council holds a Security for an amount equal to the Revised Security Amount.
 - (d) Council is to release and return to the Grantee an existing Security upon the receipt of a replacement Security for the Revised Security Amount under clause 20.5(c).

20.6 Interest earned on a Security

Any interest earned on a Security belongs to Council.

20.7 Release of Security

- (a) The Grantee may give to Council a Notice which states that Council is requested to release and return to the Grantee a Security, if the Grantee has satisfied the obligation to which the relevant Security relates.
- (b) Council is to, within 15 Business Days of the receipt of a Notice under clause 20.7(a), give to the Grantee a Notice which states whether Council, acting reasonably, is satisfied that the obligation to which the relevant Security relates has been satisfied.
- (c) Council is to release and return the relevant Security to the Grantee within ten Business Days of Council giving to the Grantee a Notice under clause 20.7(b) expressing the satisfaction of Council to the matter stated in clause 20.7(b).

21 GENERAL

21.1 Vehicle Registration and Condition

Each of the parties must ensure that all of its own vehicles, and those of its Personnel, engaged upon Works or Road Use Activities are:

- (a) registered in compliance with Queensland Law;
- (b) structurally and mechanically sound; and
- (c) operated responsibly and competently, by appropriately licensed personnel, whilst upon any Road.

21.2 Communications between parties

- (a) Neither an approval nor a consent or permission given under this agreement binds the person giving it unless that person gives it in writing.
- (b) An appointment, nomination, or direction made or given under this agreement does not bind the person making or giving it unless it is made or given in writing.
- (c) A statement this agreement obliges a party to give is ineffective unless given in writing.
- (d) A request made under or in connection with this agreement is deemed neither made nor received if not made in writing.
- (e) A response to a request made under or in connection with this agreement is deemed neither given nor received if not given in writing.

21.3 Statutory Compliance

Regardless of other provisions in this agreement, the Grantee must comply (by itself and its Personnel) with the relevant requirements of all Acts relating to the exercise of its entitlements, and the discharge of its obligations, under this agreement.

21.4 Council Obligations and Entitlements

- (a) Unless otherwise expressly provided in this agreement, nothing in this agreement obliges Council to consider interests other than its own, including the interests of its ratepayers, when exercising an entitlement or performing an obligation under this agreement.
- (b) Irrespective of anything expressed or implied in this agreement to the contrary:
 - (i) Council is not obliged to exercise an executive or statutory entitlement or obligation; and
 - (ii) nothing expressed or implied in this agreement constrains Council or fetters its discretion to exercise or decline to exercise an executive or statutory entitlement or obligation.
- (c) The Grantee is not entitled to make a Claim against Council for any Cost attributable to or connected with Council exercise or non exercise of an executive or statutory entitlement or obligation.

21.5 Contractual Consideration

For clarity, each party makes and assumes its promises and obligations under this agreement in return for the promises and obligations the other party makes and assumes under this agreement.

21.6 Severability

If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

21.7 Entire agreement

This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

21.8 No representations or warranties

Each party acknowledges that in entering into this agreement it has not relied on any representations or warranties about its subject matter except as expressly provided by the written terms of this agreement.

21.9 Remedies cumulative

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

21.10 Assignment

- (a) The Grantee may assign, novate, or otherwise transfer the whole or any part of this agreement, or any right, title, interest or obligation under this agreement, to a third party assignee with the Council's consent.
- (b) Such consent must not be unreasonably withheld where the assignee has agreed in writing to be bound by the terms, conditions and obligations of this agreement as if that assignee were a party to this agreement.

21.11 No merger

The warranties, undertakings and indemnities in this agreement do not merge on the Expiry Date.

21.12 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

21.13 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

21.14 Supervening legislation

Any present or future legislation which operates to vary the obligations of a party in connection with this agreement with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

21.15 Counterparts

This Agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

21.16 Governing law & Jurisdiction

- (a) Queensland law governs this agreement.
- (b) For this clause 21.16, a Queensland Court is:
 - (i) a court or tribunal, constituted under Queensland legislation and empowered to adjudicate a dispute arising under this agreement; and
 - (ii) the High Court of Australia (as the final forum of appeal from the decision of any such court or tribunal).
- (c) Subject to clauses 10 and 11, the parties submit to the exclusive jurisdiction of the Queensland Courts for the adjudication and resolution of disputes under this agreement.
- (d) Each party waives all entitlement to object to a party bringing action upon this agreement before a Queensland Court, including entitlement to claim that:
 - (i) the Queensland Court is an inconvenient forum; or
 - (ii) no Queensland Court has jurisdiction.

Schedule 1

Road Segment Plan

[#insert plan]

- include Lot on Plan descriptions for any adjoining parcels to the subject area,
- identify location of conduit within road corridor
- identify other assets

Schedule 2

Works requirements

1 Asset location requirement

As detailed in the Works Approval

2 Schedule of Works – Installation Works

No.	Works	Description and standard	Due Date
1	Road Excavation	Excavation by underboring of the Subject Road to the extent reasonably necessary to permit installation of the Asset, [and generally in accordance with #plans if available#]	As provided for in Works Approval
2	Installation of the Asset	Installation of the Asset in the location required by clause 3.1(a) and in accordance with an approved Works Approval including any necessary cross drainage structures for stormwater affected by the Asset	As provided for in Works Approval
3	Road Restoration	Restoration of the Subject Road (including relevant parts adjoining the Road Segment) to the Council's reasonable satisfaction, including reconstruction of existing sub-road structures, culverts, drains and floodways to the condition immediately before the Road Excavation, unless otherwise upgraded as part of the Installation Works.	As provided for in Works Approval

3 Schedule of Works – Removal Works

No.	Works	Description and standard	Due Date
4	Road Excavation	Excavation of the Subject Road to the extent reasonably necessary to permit removal of the Asset.	See clause 16.2
5	Removal of the Asset	Remove the Asset from the Subject Road, and restore any drainage works affected by the removal of the Asset, to Council's reasonable satisfaction.	
6	Road Restoration	Restoration of the Subject Road, to Council's reasonable satisfaction, following removal of the Asset, to its condition before that removal.	

Schedule 3

Bank Undertaking

Bank Undertaking

Date	, 2019.
Bank <i>Delivery address:</i> <i>Postal address:</i> <i>Facsimile:</i>	[#insert] [#insert] [#insert]
Beneficiary <i>Delivery address:</i> <i>Postal address:</i> <i>Facsimile:</i>	[#insert] [#insert] [#insert]
Customer	[#insert name]
Causal Agreement	Asset installation and maintenance licence dated , 20##, made between the Beneficiary and the Customer: (a) in connection with [#insert Project name] ; (b) for [#insert Description of work] ##[Description of work]##.
Basis of Undertaking	The Bank gives the Beneficiary this Undertaking: (a) at Customer request; (b) in return for the Beneficiary's promise to pay the Bank \$1.00 if the Bank demands payment (which promise the Beneficiary confirms by accepting receipt of this instrument).
Secured Sum	\$ [#insert]
Expiry Date	Not applicable.

- 1 The Bank irrevocably and unconditionally undertakes to pay the Beneficiary upon demand:
 - (a) an amount not exceeding the Secured Sum; or
 - (b) a series of amounts not exceeding, in aggregate, the Secured Sum.
- 2 This undertaking is not an obligation of suretyship.
- 3 The Bank will make payment pursuant to the undertaking:
 - (a) without seeking Customer permission;
 - (b) irrespective of an instruction from the Customer that it not make the payment;
 - (c) without requiring the Beneficiary to demonstrate its entitlement to demand or obtain the payment (whether under the Causal Agreement or otherwise); and
 - (d) upon production of this instrument to the Bank (for surrender, if paragraph 6 applies, or for verification, if paragraph 6 does not apply).
- 4 In particular (though without limitation), the undertaking is not conditional upon:
 - (a) the satisfaction of a requirement in the Causal Agreement;

- (b) the satisfaction of a requirement in a security or agreement other than the Causal Agreement;
 - (c) the satisfaction of any other obligation not specified in this instrument; or
 - (d) the occurrence of an event other than a demand by the Beneficiary.
- 5 Further, the Bank's liability upon the undertaking will not be qualified, diminished, or discharged by:
- (a) variation of the Causal Agreement;
 - (b) a requirement in an agreement or security other than this instrument;
 - (c) an indulgence the Beneficiary grants the Customer concerning discharge of the Customer's obligations, or enforcement of the Beneficiary's entitlements, under the Causal Agreement; or
 - (d) a compromise or release that the Beneficiary agrees with or grants to the Customer concerning the Causal Agreement.
- 6 If it demands an amount that, by itself or in aggregate with amounts previously paid pursuant to the undertaking, equals the Secured Sum, the Beneficiary will surrender this instrument to the Bank in exchange for payment.
- 7 The Beneficiary may not transfer the benefit of this undertaking.
- 8 The undertaking will continue until whichever of the following events occurs first:
- (a) in response to a demand by the Beneficiary, the Bank pays the Beneficiary the Secured Sum;
 - (b) in response to a demand by the Beneficiary, the Bank pays the Beneficiary a sum that, in aggregate with other sums paid to the Beneficiary pursuant to this undertaking, equals the Secured Sum;
 - (c) by deed, the Beneficiary releases the Bank from the undertaking;
 - (d) the Beneficiary presents this instrument to the Bank for surrender.
- 9 The Bank may terminate or reduce its liability upon the undertaking, without Beneficiary concurrence, by paying the Beneficiary:
- (a) all or part of the Secured Sum; or
 - (b) all or part of the difference between the Secured Sum and the aggregate of money previously paid to the Beneficiary pursuant to the undertaking.
- 10 A notice (including a demand) or an agreement given or made by the Beneficiary pursuant to the undertaking:
- (a) must be in writing;
 - (b) must be signed by the a person who possesses lawful authority to give the notice or make this agreement for the Beneficiary; and
 - (c) must be accompanied or supported by evidence, satisfactory to the Bank (acting reasonably), of the signatory's authority to give the notice or make this agreement.
- 11 The Beneficiary may present at or post to any Bank branch a demand for payment upon the undertaking.
- 12 If, when it is required to make a payment upon the undertaking, the Bank has an office or offices at the Moranbah, the Bank must make the money available for collection at that office or one of those offices.
- 13 A notice given by the Bank concerning the undertaking:
- (a) must be in writing; and
 - (b) must be executed by the Bank, or signed on its behalf by a person, or persons, authorized to sign.

- 14 This instrument is a deed, irrespective of:
- (a) its format;
 - (b) its terminology;
 - (c) whether it records anything passing from the Beneficiary in return for the undertaking; and
 - (d) whether it records the Bank receiving anything from the Beneficiary in return for the undertaking.
- 15 Queensland law governs the undertaking.
- 16 Disputes upon the undertaking are to be adjudicated by:
- (a) Queensland courts of competent jurisdiction; and
 - (b) the High Court of Australia (as the forum of final appeal).

Bank Signature (Single attorney)

SIGNED, SEALED, and DELIVERED on behalf of ##[NAME]##:

- as a deed;
- under Power of Attorney No. ##[Number]##;
- by its attorney, who certifies that he/she possesses no notice of revocation of his/her powers as attorney under that instrument;
- in the presence of a witness:

Attorney	Witness
Full name [<i>Print</i>]	Full name [<i>Print</i>]

Execution

EXECUTED as an agreement

Signed by

Executed by [#insert] ACN [#insert] in accordance with section 127(1) of the Corporations Act (Cth) by authority of its directors

Director

Director/Secretary

Full name of Director

Full name of Director/Secretary

Date

Executed by Isaac Regional Council pursuant to section 236 of the *Local Government Act 2009* (Qld) by:

Signature of Mayor/Delegate/Authorised Officer

Signature of Witness

Full name

Full name of Witness

Date

MEETING DETAILS	Engineering and Infrastructure Standing Committee Meeting Wednesday 16 October 2024
AUTHOR	Robert Perna
AUTHOR POSITION	Director Engineering and Infrastructure

5.5 INFRASTRUCTURE PLANNING AND TECHNICAL SERVICES POLICY UPDATES

EXECUTIVE SUMMARY

The purpose of this report is to consider a new policy for Memorials and Plaques on Council Owned or Managed Land and amendments to the Roadside Burning Policy.

OFFICER'S RECOMMENDATION

That the Committee recommends that Council:

- 1. Adopts the Memorials and Plaques on Council Owned or Managed Land Policy (EI-POL-xxx).**
- 2. Adopts the amended Roadside Burning Policy (EI-POL-143).**
 - a. Notes the Roadside Burning Guideline.**
 - b. Notes the Application to Burn Roadside Reserves.**

BACKGROUND

Council is committed to developing a best practice framework of policies to support decision-making and outline Council's position on Engineering and Infrastructure matters.

Periodically policies should be reviewed and updated and where appropriate new policies developed to reflect current standards and processes. A review has been undertaken and the following new and revised policies developed.

Memorials and Plaques on Council Owned or Managed Land Policy (EI-POL-XXX)

- Creation of policy to provide a framework that sensitively deals with the approval, installation and management of community requests for commemorative plaques and memorials that publicly commemorate the life of a deceased person, a group of people, association or event on land owned or managed by Council.

Roadside Burning Policy (EI-POL-143)

- Notable changes to the policy include:
 - additional Policy Statement information identifying responsibilities of Council under the *Local Government Act 2009* – Sections 60 and 97.

-
- Defining the criteria for applications for consideration and approval process.
 - Additional information relating to Post-burn notification.

IMPLICATIONS

The policies will assist Council in ensuring requests and works meet design standards and legislative obligations.

The policies have no financial implications to Council.

CONSULTATION

- Manager Infrastructure
- Manager Galilee and Bowen Basin Operations
- Manager Engaged Communities
- Manager Community Education and Compliance
- Manager Waste Services
- Safety Officers

BASIS FOR RECOMMENDATION

The policies have been updated to align with current processes, best practices and standards as specified in each policy.

The policies ensure Council is meeting its legislative responsibilities through effective management of its policies and procedures.

To provide clear direction to community and council and its staff in the management of Infrastructure Planning and Technical Services processes.

ACTION ACCOUNTABILITY

Manager Infrastructure Planning and Technical Services is responsible for implementation of the policies.

Manager Governance and Corporate Services to update the Policy Register, ECM, IRIS and external website.

KEY MESSAGES

Council is committed to meeting its legislative responsibilities and ensuring effective Policies and Procedures support the operations of Council.

Report prepared by:

ROBERT PERNA
Director Engineering and Infrastructure

Date: 8 October 2024

Report authorised by:

CALE DENDLE
Chief Executive Officer

Date: 10 October 2024

ATTACHMENTS

- Attachment 1 – Memorials and Plaques on Council Owned or Managed Land Policy
- Attachment 2 – Roadside Burning Policy
- Attachment 3 - Hazard Reduction Burning on Council Controlled Roads Guideline
- Attachment 4 – Application to Burn Roadside Reserves

REFERENCE DOCUMENT

- Nil

MEMORIALS AND PLAQUES ON COUNCIL OWNED OR MANAGED LAND

APPROVALS

POLICY NUMBER	EI-POL-144	DOC.ID	5281647
CATEGORY	Council Policy		
POLICY OWNER	Manager Infrastructure Planning and Technical Services		
APPROVAL DATE	XXXX	RESOLUTION NUMBER	XXXX

DRAFT

OBJECTIVE

The objective of this policy is to provide a framework that sensitively deals with the approval, installation and management of community requests for commemorative plaques and memorials that publicly commemorate the life of a deceased person, a group of people, association or event on land owned and managed by Council.

SCOPE

This policy sets out guidelines for the for installation, placement, maintenance and removal of plaques and memorials on Council owned or managed land. This policy does not apply to:

- Significant cultural heritage sites defined under the *Aboriginal Cultural Heritage Act 2003* or *Torres Strait Islander Cultural Heritage Act 2003*.
- Memorials covered under Council's Roadside Memorials Policy.
- Public artwork such as statues, sculptures or murals.
- Plaques, memorials or monuments in Council-owned cemeteries.
- Plaques or memorials to be installed in relation to a Council or Government funded project.
- War memorials, sites and remembrance plinths established in conjunction with ex-service organisations (e.g. RSL).
- The Moranbah Miners Memorial.

Council can at its discretion install a memorial or plaque on Council-owned or managed land outside the scope of this policy.

DEFINITIONS

TERM / ACRONYM	MEANING
Council	Isaac Regional Council
Plaque or Memorial	An object or feature designed to recognise a person, group or event.

POLICY STATEMENT

Council recognises that members of the community may wish to publicly commemorate the life of a deceased person, a group of people, association or event through the provision of a memorial or plaque. Additionally, Council is equally committed to minimising the risks and environmental impact of memorials and plaques and through this policy will ensure that public open spaces serve their intended purpose and do not become dominated by memorials.

This policy has been developed to ensure memorials and plaques are placed in a safe location, can be easily maintained, do not cause issues for adjacent property owners and will cause minimum distraction or create hazards for others.

ELIGIBILITY CRITERIA

When considering whether to commemorate an individual or association, Council will apply the following principles:

- Ensuring that if the proposal is to commemorate an individual, that individual must have been held in strong regard by the community.
- Avoiding commemorating individuals that are still alive because community attitudes and opinions can change over time.
- Commemorations of individuals that have been deceased for less than twelve (12) months will generally not be considered except under exceptional circumstances.
- The approval of a proposals does not result in any one location reaching saturation point or interfering with the intended purpose of the region's parks, gardens, facilities, open spaces or reserves.
- There is no negative impact on future land use planning or maintenance expenditure of Council.
- Council operations and community access should be able to occur in a safe, secure and efficient manner.
- Adverse impacts to the surrounding environment, businesses and residents are mitigated.
- The name must not identify a corporate, commercial or business entity and financial contribution alone is not grounds for recognition.
- The person, group or event has not already been commemorated elsewhere in the region.
- The commemoration does not have the potential to be offensive or have religious or political affiliation, discriminate or be offensive.

DESIGN

Design of memorials and plaques are required to:

- Be aesthetically suitable to the location;
- Relate to the proposed site or contribute to the design or function of the building/space;
- Conserve the cultural character and natural environment of the building/space;
- Where applicable be compliant with planning and/or building permit requirements

COMMEMORATIVE TREES AND PLANTINGS

Council reserves the right to select the tree species in accordance with the planting scheme at the requested site and timing of planting will be in line with Council's works program. No more than one plaque per tree will be approved and will not be directly attached to the tree but placed in close proximity.

Council will not be responsible for the establishment and ongoing maintenance of trees or plantings and cannot guarantee their longevity. Replacement of commemorative trees or plantings will be at the applicant's cost.

DONATED ASSETS

From time to time, Council may consider proposals for donated assets that serve a commemorative and/or community purpose. Such proposals will be considered in the following circumstances:

- The donation aligns with Council's service standards, strategies, plans and policies.
- The provision and installation does not present a cost to Council.
- The location is to be determined at Council's sole discretion having regard for the circumstances and intent of the proposal.
- The asset is acceptable for inclusion in Council's asset management processes and system.

Council may choose to refuse any proposal due to the whole of life costs associated with provision of the asset. Council does not guarantee the retention of any asset beyond its serviceable life.

APPLICATION & INSTALLATION

Applicants shall submit documentation in writing to Council for approval. This documentation should include:

- Background information on the proposed memorial or plaque and justification for such an installation;
- Evidence of community support through consultation for the application (e.g. letters of support);
- Location plans and photographs of the surrounding location so that it may be accurately located by Council;
- Details of design, wording, construction materials and installation requirements; and
- Written consent from the association or from the family (next of kin) of the individual.

In assessing applications Council will consider the following factors in determining whether an application will be approved:

- The number of existing memorials or plaques at the location.
- Any future development of the location.
- Planning, building or other legislative requirements.

Council may install or assist in the installation of approved memorials or plaques to ensure its placement is in accordance with Council requirements and consideration is given for the safety of others.

Council will not consider applications under this policy that commemorates a person, event or occasion already memorialised in the region or one which will interfere with the purpose and use of the proposed location.

RESPONSIBILITIES

Council will not accept responsibility for the maintenance of any memorial or plaque, or the loss, damage, removal or relocation that may occur due to operations, maintenance, construction activities or vandalism.

Memorials and plaques presenting a safety hazard will immediately be removed by Council.

Any objection or complaint regarding an aspect of a memorial, including the activity of visitors to the memorial, will be carefully considered and if necessary, the memorial may be relocated or removed by Council.

RELOCATION AND REMOVAL

There may be times when works are required at the location of a memorial or plaque. When this is needed, Council will safely and carefully relocate the memorial/plaque for the duration of the works and then replace it if practicable. Every attempt will be made by Council to contact and consult those affected prior to the removal or relocation.

Approved plaques, memorials may be permanently removed due to:

- Poor condition, vandalism, theft or other malicious acts.
- The asset to which the plaque or memorial is attached to has reached the end of its useful life.
- Ongoing maintenance or restoration costs have become prohibitive.
- The use of the overall site has changed significantly.
- The person/body/entity being commemorated has been discredited or dishonored.
- There is very strong community desire to remove.
- The acknowledgement is duplicated elsewhere in the region.
- Any other reason deemed appropriate at Council's discretion

LEGISLATIONS AND RELATED GUIDELINES

- *Local Government Act 2009* (LGA)
- Local Law No. 4 (Local Government Controlled Areas, Facilities & Roads)

DOCUMENT ID/NAME

NIL

ROADSIDE BURNING

APPROVALS

POLICY NUMBER	DOC.ID	4624430
CATEGORY	Administrative	
POLICY OWNER	Manager Infrastructure Planning & Technical Services	
APPROVAL DATE	RESOLUTION NUMBER	

DRAFT

OBJECTIVE

The objective of this policy is to regulate the roadside burning of Isaac Regional Council (IRC) road reserves to ensure that burning does not interfere with either:

- The safe movement of pedestrians and vehicles; and or
- Damage to roadside furniture or structural damage to other structures within the road reserve.

SCOPE

This policy shall apply to all IRC road reserves and other Council-controlled reserves

DEFINITIONS

TERM / ACRONYM

MEANING

Fire Warden	A warden appointed under the <i>Fire and Emergency Services Act 1990</i> .
IRC	Isaac Regional Council.
IRC Road	Roads governed and managed by IRC as set out under Section 59 of the <i>Local Government Act 2009</i> .

POLICY STATEMENT

Section 60 of the *Local Government Act 2009* imposes a responsibility on Council for the management of all local roads within its boundary and therefore Council plays a key role in the conservation and management of remnant vegetation that exists within the roadside reserve.

Additionally, *Section 97 of the Stock Route Management Act 2002* outlines the principles of Stock Route Network Management. Under these principles the stock route network must be managed:

- a. to ensure it remains available for public use; and
- b. to maintain and improve the network's natural resources and travelling stock facilities for use by travelling stock and for other purposes.

Prior to carrying out any fire prevention works, fuel loads need to be properly assessed and the desirability of burning or other fuel reduction methods determined.

Council encourages landholders to prepare for fire and ensure adequate firebreaks are put in place (on private land and not within the road reserve) to protect property and life. Landholders wishing to utilise reserves adjacent to their property for fire protection may apply for written approval from Council (in conjunction with obtaining any necessary permits or approvals from Queensland Fire Department or other agency as required). It is an offence to carry out any burn on a local road reserve or other Council-controlled reserve without the appropriate permit.

Applications received will be assessed in consideration of:

- Vegetation in the affected area and its susceptibility to fire
- Current fire danger ratings
- Previous burns in the area
- Current environmental and weather conditions
- Roadside furniture or structures in the location
- Fodder requirements for current and potential stock route network usage
- Applicant's ability to comply with the provisions of this policy

Landholders wishing to burn state-controlled road reserves must contact the Department of Main Roads for information and approvals.

Once approved by Council, landholders may submit their letter of no objection from Council to the Queensland Fire Department or relevant [fire warden](#) to support their application for a permit to light fire.

Prior to

POLICY PROVISIONS

- A permit to light fire is required for the relevant site from either Queensland Fire Department or relevant fire warden (*Find your local warden [here](#)*).
- Burning off may not be supported by Council if travelling stock is on or likely to utilise the road in the course of their passage within the Isaac Region.
- Depending on stock route needs, proposals may be limited to burning one side of the road only or not supported if one side of the road is already burned to ensure fodder is available for travelling stock.
- An area may be burnt when the wind is forecast to be blowing away from the roadway or at the discretion of the local Fire Warden.
- The following signs must be erected to face approaching traffic from each direction for the full duration of the burning operation:
 - "Smoke Hazard" (MUTCD T4-6 sign) must be erected at least 150 metres before the start of any possible hazard from flames or smoke in each direction.
- The signs must be erected so that they:
 - Are on the road shoulder, no closer than 0.6 metre from the edge of the traffic lane.
 - Can be clearly seen by approaching drivers from at least 150 metres.
 - Are not obstructed from the driver's view by either vegetation or parked vehicles.
 - Are securely mounted and not likely to be dislodged by wind from passing vehicles.

- Are mounted between 200mm -1500mm above ground level of the road surface.
- To ensure that the fire can be properly controlled, firebreaks must be cleared around an area no larger than the applicant can easily control.
- All combustible material within 3 metres of any concrete or timber structure must be cleared so that there is no likelihood of the structure being damaged by heat or flames.
- After the burning off, the road reserve must be left in a tidy condition. Any trees which are unstable due to fire must be felled and burned to ashes.

IRC accepts no responsibility whatsoever for any damage caused by a fire lit under the scope of the approval. All responsibility lies with the applicant and their public liability insurer with evidence of the current public liability insurance cover provided to IRC for the duration of the road burning activities.

POST-BURN NOTIFICATION

On completion of the hazard reduction burn, applicants must again contact Council to advise of the date that the burn was conducted, total area burnt (roadside kilometres, etc) and also to advise of any damage to road furniture.

LEGISLATIONS AND RELATED GUIDELINES

- *Local Government Act 2009*
- *Fire and Emergency Services Act 1990.*
- *Transport Operations (Road Use Management) Act 1995*
- *Stock Route Management Act 2002*
- [Stock Route Management Strategy 2020-2025](#)
- [MUTCD TC Signs Collection](#)

REFERENCES

ID	NAME
E&I-GDE-0X	Hazard Reduction Burning on Council Controlled Roads Guideline
E&I-FRM-0X	Application to Burn Roadside Reserves

BURNING OF ROADSIDE RESERVES

APPROVALS

GUIDELINE NUMBER	EI-GDS-275	DOC. ID
DATE EFFECTIVE	Insert	
GUIDELINE OWNER:	Insert	
APPROVED BY	Insert – Position titles	
POLICY REFERENCE NUMBER	Insert	

DRAFT

AIM

The aim of this guideline is to provide direction on the process used to regulate the roadside burning of Isaac Regional Council (IRC) road reserves to ensure that burning does not interfere with either:

- The safe movement of pedestrians and vehicles; and or
- Damage to roadside furniture or structural damage to other structures within the road reserve.

SCOPE

This guideline shall apply to all IRC road reserves and other Council-controlled reserves.

DEFINITIONS

TERM	MEANING
Council-controlled road reserve	A roadside reserve for which Council is responsible for.
Fire Warden	A warden appointed under the <i>Fire and Emergency Services Act 1990</i> .
IRC	Isaac Regional Council.
QFD	Queensland Fire Department.

GUIDELINE

Section 60 of the *Local Government Act 2009* imposes a responsibility on Council for the management of all local roads within its boundary and therefore Council plays a key role in the conservation and management of remnant vegetation that exists within the roadside reserve. Prior to carrying out any fire prevention works, fuel loads need to be properly assessed and the desirability of burning or other fuel reduction methods determined.

HAZARD REDUCTION BURN SCENARIOS

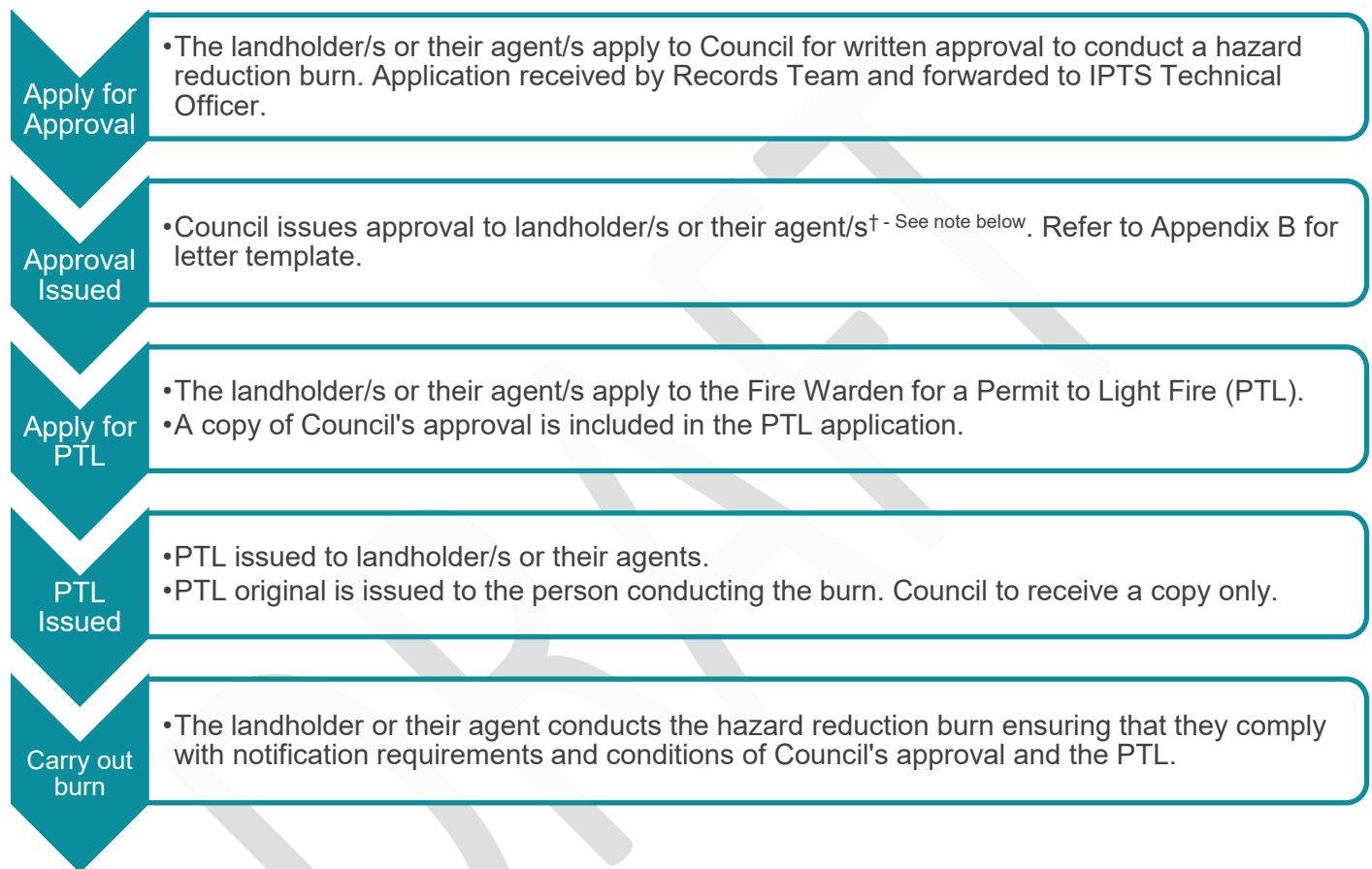
A hazard reduction within a Council-controlled road reserve may be requested by a number of different person/s:

1. Adjacent landholder/s or their appointed agent/s (other than QFD).
2. QFD (on behalf of an adjacent landholder/s or Rural Fire Brigade/s).
3. Council.

The following sections outline the process for each of these scenarios.

Adjacent landholder requests hazard reduction burn

In the following scenario a landholder adjacent to the Council-controlled road reserve is requesting to conduct a hazard reduction burn in a Council-controlled road reserve and either the landholder/s or their appointed agent/s (other than QFD) are responsible for conducting the hazard reduction burn within the road reserve.

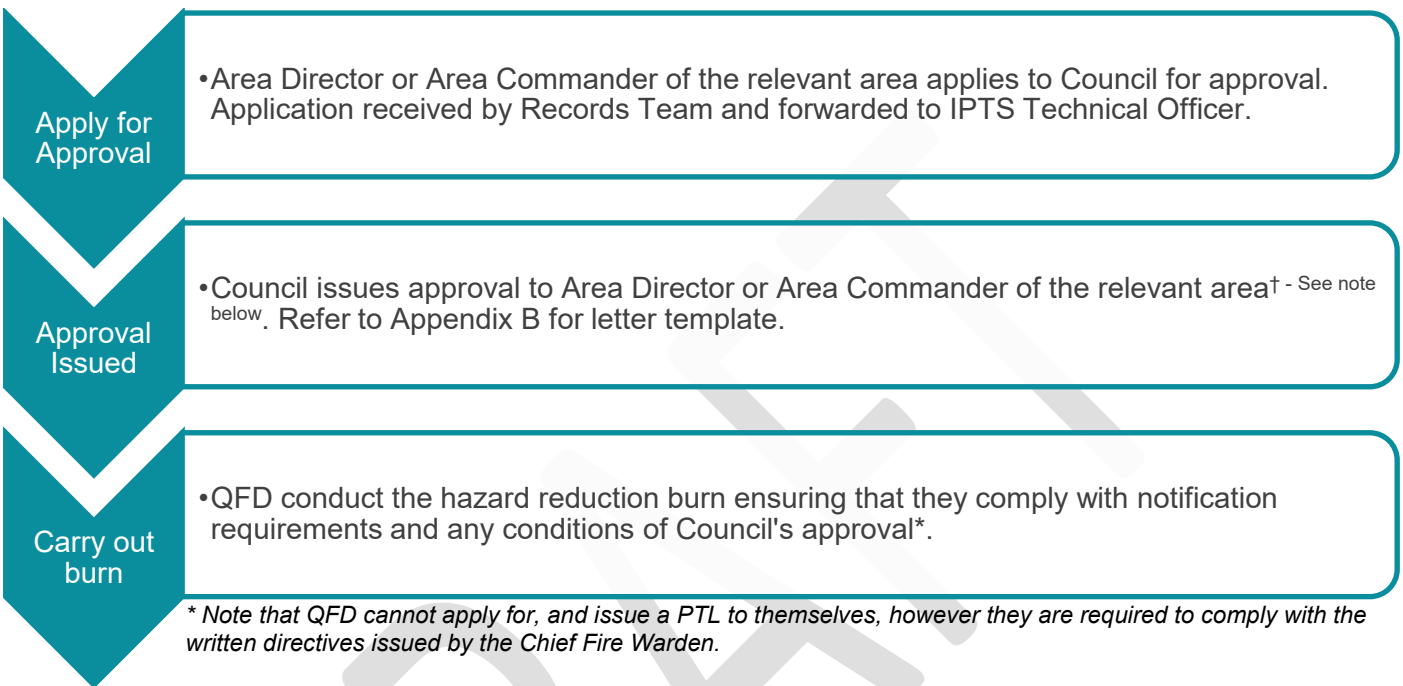


[†] Prior to issuing of letters of no objection (Appendix A), officers must first consult with the Environment and Biodiversity team to determine any stock route requirements and restrictions.

Note: The correct Fire Warden for a specific location can be identified [here](#).

QFD requests hazard reduction burn

In the scenario below QFD is requesting to, and is responsible for, conducting the hazard reduction burn within a Council-controlled road reserve.

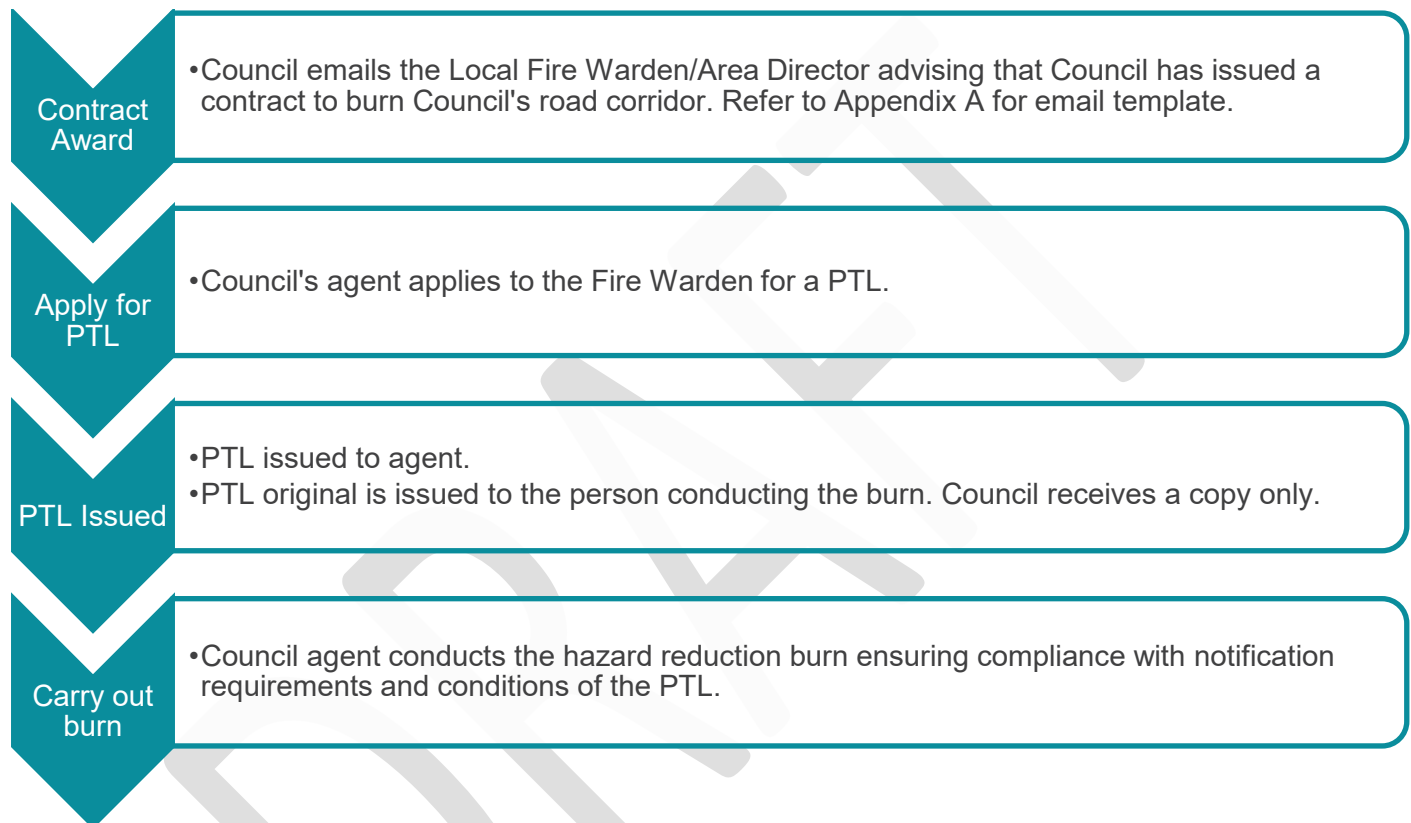


[†] Prior to issuing of letters of no objection (Appendix A), officers must first consult with the Environment and Biodiversity team to determine any stock route requirements and restrictions.

Council requests hazard reduction burn

In the scenario below Council engages a contractor to conduct the hazard reduction burn within the road reserves.

Planning for the works must include consultation with the Environment and Biodiversity team to determine any stock route requirements and restrictions.



If QFD is engaged directly by Council to conduct a hazard reduction burn, note that QFD cannot apply for, and issue a PTL to itself; however, it is required to comply with the written directives issued by the Chief Fire Warden. In this instance the PTL would include condition 10 which would state "this hazard reduction burn is being conducted on behalf of Isaac Regional Council by [name of company/brigade].

Note: The correct Fire Warden for a specific location can be identified [here](#).

APPENDIX B – EMAIL TEMPLATE

The following email templates are to be used when advising the Local Fire Warden or Area Director that Council has issued a contract to conduct a hazard reduction burn within the road reserve. The relevant email must be sent when the contract has been first issued.

Emails can be forwarded to the correct area email:

RFSQ.Mackay@qfes.qld.gov.au or RFSQ.Emerald@qfes.qld.gov.au

Email 1 – Council engages an agent (other than QFD) to conduct hazard reduction burn

To Area Director for Mackay/Emerald [use appropriate location name]

Please be advised that Council has issued a contract to conduct a hazard reduction burn within the Council-controlled road reserve. Details of this activity are:

Contractor Name: [insert contractor name]
Location of Work: [insert details identifying the location of the burn]
Timing of Work: [insert details of when the burn is to occur]

The Contractor will shortly be applying to you for a Permit to Light to conduct the hazard reduction burn of the Council-controlled road identified above. It should be considered that this application is made on behalf of Council. Any resulting Permit to Light should be issued to the applicant on behalf of Council. Please ensure that the original Permit to Light is issued to the applicant and a copy of the Permit to Light approval is emailed to *[insert email address]*.

Kind regards,

[insert signature block]

Email 2 – Council engages QFD to conduct hazard reduction burn

To Area Director for Mackay/Emerald [use appropriate location name]

Please be advised that Council has issued a contract to conduct a hazard reduction burn within the Council-controlled road reserve. Details of this activity are:

Contractor Name: [insert contractor name]
Location of Work: [insert details identifying the location of the burn]
Timing of Work: [insert details of when the burn is to occur]

As the contractor is the Queensland Fire Department (QFD) the contractor will not be applying for a Permit to Light. Rather, it is expected that QFD will operate in line with the written directives issued by the Chief Fire Warden.

Kind regards,

[insert signature block]

APPENDIX A – LETTER OF NO OBJECTION

Dear [Insert person's name]

RE Letter of No Objection – Roadside Burning on [Insert Name of Road]

We acknowledge receipt of your request to conduct hazard reduction burning within the road reserve commencing on [Insert date] until [Insert date] on [Insert name of road and include any specific locations e.g. chainage, property names, etc].

As the road owner under Section 60 of the *Local Government Act 2009*, Council advises that they have no objection to you carrying out hazard reduction burning for the dates and locations specified. It is a requirement that all roadside burning is carried out as stated in Council's Roadside Burning Policy (found on Council's website) and the following conditions: [delete additional dot points where no additional conditions are imposed]

- Condition A
- Condition B
- All notifications outlined in the policy are made to Council

Please note that this endorsement does not remove the requirement for obtaining any other authority/permit that may be required before commencing hazard reduction burning.

Should you have any queries relating to this letter, please do not hesitate to contact [Insert details].

Yours faithfully

NAME

Position Title

(on behalf of [Insert CEO Name], Chief Executive Officer)

DRAFT

APPLICATION TO BURN ROADSIDE RESERVES

Isaac Regional Council is collecting personal information you supply on this form in accordance with the *Information Privacy Act 2009*. Your personal information will be used by Council officers who have been authorised to do so. The information will not be given to any other person or agency unless required by law or unless your permission is sought. Personal information will be handled in accordance with the *Information Privacy Act 2009*.

The following application MUST be completed prior to any burn-off activity on Council-controlled property including all local rural road reserves and any other reserve that is the responsibility of Isaac Regional Council. Once approval has been obtained from Council, a 'Permit to Light Fire' MUST then be obtained from [QFD](#).

NAME			
ADDRESS			
PHONE		MOBILE	
EMAIL			
NAME OF THE PERSON/S WHO WILL CARRY OUT THE BURN			

QFD are conducting the burn

PRECISE LOCATION OF THE BURN E.G. LOT ON PLAN, CHAINAGE, ROAD NAME, ETC. A MAP OF THE PROPOSED BURN AREA MAY BE ATTACHED TO THIS APPLICATION.

DATE/S AND PURPOSE OF THE BURN

APPLICATION PROCESS:

* If applicant is QFD letter of no objection issued to Area Director or Area Commander of the relevant area



† Not required for QFD applications

IMPORTANT INFORMATION:

Council can only issue a letter of no objection for Council-controlled roads. Visit TMR's website to identify if the road is a [State-controlled road](#). State-controlled roads require an application to TMR instead.

DECLARATION

I understand and accept it is my responsibility to conduct burn-off activities in accordance with Council's Roadside Burning Policy (including notifications required), QFD permit obligations and all Local, State and Federal legislative and permitting/authorisation requirements.

REQUESTED BY	Signature _____	Date _____
	Print Name _____	

Questions regarding roadside burning and completed applications and any attachments should be submitted to records@isaac.qld.gov.au or Isaac Regional Council, PO Box 97, Moranbah QLD 4744 or in person at your local Isaac Regional Council office

MEETING DETAILS	Engineering and Infrastructure Standing Committee Meeting Wednesday 16 October 2024
AUTHOR	Robert Perna
AUTHOR POSITION	Director Engineering and Infrastructure

6.1 ENGINEERING AND INFRASTRUCTURE INFORMATION BULLETIN – OCTOBER 2024

EXECUTIVE SUMMARY

The Engineering and Infrastructure Directorate Information Bulletin for October 2024 is provided for Committee Review.

OFFICER'S RECOMMENDATION

That the Committee recommends that Council:

- 1. Notes the Engineering and Infrastructure Directorate Information Bulletin for October 2024 update.**

BACKGROUND

The Information Bulletin for October 2024 provides an operational update on the Engineering and Infrastructure Directorate for Council review.

IMPLICATIONS

Any specific implications or risks will be outlined in the Information Bulletin.

CONSULTATION

- Engineering and Infrastructure Directorate Staff

BASIS FOR RECOMMENDATION

This is an information only report.

ACTION ACCOUNTABILITY

Information only report.

KEY MESSAGES

Operational update to Elected Members.

Report prepared by:

ROBERT PERNA
Director Engineering and Infrastructure

Date: 8 October 2024

Report authorised by:

CALE DENDLE
Chief Executive Officer

Date: 10 October 2024

ATTACHMENTS

- CONFIDENTIAL Attachment 1 – Engineering and Infrastructure Information Bulletin - October 2024

REFERENCE DOCUMENT

- Nil

PAGES 136 TO 173 HAVE INTENTIONALLY BEEN REMOVED DUE TO CONFIDENTIAL REASONS