



# **ATTACHMENTS**

**UNDER SEPARATE COVER**

**Ordinary Council Meeting**

**24 May 2022**



**NARRABRI SHIRE**  
DISCOVER THE POTENTIAL



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# Resolution Register

## (Outstanding)

**Criteria**

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Meeting	Item	Report Title		
Council 01/11/2017	6	Heavy Vehicle Parking		
Resolution not found - no minutes document				
Responsible Officer		Original Due Date	Revised Due Date	Date Completed
Director Planning and Strategy		15/11/2017	30/06/2022	
<u>Current Status</u>				
17 May 2022 - 3:38 PM - Director Corporate and Community Services				
Revised Target Date changed by: Director Corporate and Community Services From: 11 May 2018 To: 30 Jun 2022				
Reason: This matter will be resubmitted to Council at the June meeting to determine Council's attitude to this situation.				

Meeting	Item	Report Title		
Council 01/11/2017	7	Cemetery Management Plan		
Resolution not found - no minutes document				
Responsible Officer		Original Due Date	Revised Due Date	Date Completed
Harris, Evan		15/11/2017	31/07/2022	
<u>Current Status</u>				
17 May 2022 - 3:38 PM - Director Infrastructure Delivery				
Will be presented in July				

Meeting	Item	Report Title
Council 25/09/2018	13.2	Short to Medium Term Strategy for the Supply of Industrial Land
<b>MINUTE 223/2018</b>		
Moved: Cr Cameron Staines      Seconded: Cr Ron Campbell		
<b>That Council:</b>		
<b>1. Make all necessary arrangements to:</b> <ol style="list-style-type: none"> <li>Service and subdivide Lot 3 DP1178374 into two (2) lots in accordance with Narrabri Industrial Area flood options assessment;</li> <li>Delegate authority to the General Manager to set a reserve for each lot in accordance with the valuation report received;</li> <li>Sell each lot created from the subdivision of Lot 3 DP 1178374 via public auction;</li> <li>Restrict any proceeds from the sale of the subdivision for the delivery of additional industrial</li> </ol>		





# Resolution Register

**(Outstanding)**

**NARRABRI SHIRE**  
DISCOVER THE POTENTIAL

<b>Criteria</b> Directorate(s): Meeting(s): Officer(s): Date From: Date To:	Council	Printed: 18 May 2022 9:21 AM
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land.

2. Commence a feasibility assessment of the acquisition and development of Lots 5821 DP844304 and 5822 DP844304 for industrial land use upon interest being shown by TAFE NSW to transfer ownership of their land.
3. Write to the current owners of Lots 10-13 DP1242823 Caroline Way Narrabri advising them of the additional development density opportunities provided by the recent flood study.

In Favour: Crs Catherine Redding, Cameron Staines, Maxine Booby, Ron Campbell, Ron Campey, Lloyd Finlay, Robert Kneale and Ann Loder

Against: Nil

**CARRIED 8/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Property Services	09/10/2018	01/08/2022	

**Current Status**

17 May 2022 - 3:54 PM - Director Corporate and Community Services

Revised Target Date changed by: Director Corporate and Community Services From: 9 Oct 2018 To: 01 Aug 2022

Reason: Report for the July Council Meeting.

Meeting	Item	Report Title
Council 25/09/2018	13.3	Acquisition of Land for Expansion for Narrabri Landfill

**MINUTE 224/2018**

Moved: Cr Maxine Booby      Seconded: Cr Cameron Staines

**That Council:**

1. Commence action by negotiation or compulsory acquisition to acquire a 15-metre wide strip of land having a total area of approximately one (1) hectare adjoining the Narrabri Landfill site, being part of Lot 153 in DP588798.
2. Authorise the General Manager to negotiate a sale price in accordance with advice from an independent Certified Practising Valuer, and meet all reasonable survey and legal costs associated with this acquisition.
3. Make all necessary arrangements to:
  - a. Classify the land as operational land in accordance with section 31 of the Local Government Act 1993.



# Resolution Register

**(Outstanding)**

**NARRABRI SHIRE**  
DISCOVER THE POTENTIAL

<b>Criteria</b>		<b>Printed:</b>
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**b. Apply its Common Seal to any necessary documents relating to the acquisition.**

**In Favour:** Crs Catherine Redding, Cameron Staines, Maxine Booby, Ron Campbell, Ron Campey, Lloyd Finlay, Robert Kneale and Ann Loder

**Against:** Nil

**CARRIED 8/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Property Services	09/10/2018	30/09/2022	

**Current Status**

17 May 2022 - 4:01 PM - Manager Property Services

Revised Target Date changed by: Manager Property Services From: 9 May 2022 To: 30 Sep 2022

Reason: Further investigations are being undertaken for proceeding with the acquisition.

Meeting	Item	Report Title	
Council 30/10/2018	12.1	Road Network Condition Assessment	
<b>MINUTE 240/2018</b>			
Moved: Cr Maxine Booby                      Seconded: Cr Cameron Staines			
<b>1. That Council note the condition and assessment report with no changes to the existing proposed road services 2018/2019 budgets.</b>			
<b>2. That Council undertaken community consultation to determine the levels of services and risk that are acceptable to road users within Narrabri Shire.</b>			
<u>In Favour:</u>	Crs Catherine Redding, Cameron Staines, Maxine Booby, Ron Campbell, Ron Campey, Robert Kneale, Ann Loder and Annie McMahon		
<u>Against:</u>	Nil		
<b>CARRIED 8/0</b>			
Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Road Services	13/11/2018	30/06/2023	



## Resolution Register

### (Outstanding)

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#### Current Status

17 May 2022 - 3:39 PM - Director Infrastructure Delivery

Next condition Assessment budgeted for FY23 in line with the four year cycle. Community consultation to be completed in FY23 as part of further development of Roads Strategy.

Meeting	Item	Report Title
Council 26/02/2019	10.4	Notice of Motion - Second Town Water Supply (Narrabri)

#### MINUTE 014/2019

Moved: Cr Ron Campey Seconded: Cr Ann Loder

**That Council commence investigation into dual water supply for the township of Narrabri.**

In Favour: Crs Catherine Redding, Maxine Booby, Ron Campbell, Ron Campey, Lloyd Finlay, Ann Loder and Cameron Staines

Against: Nil

**CARRIED 7/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Ross, Leon	12/03/2019	01/01/2023	

#### Current Status

17 May 2022 - 4:16 PM - Director Infrastructure Delivery

Incorporated in IWCMP which will be presented to Council July-Aug when the Issue Papers will be completed by the consultant. These summarising the story of where we are at the moment.

Meeting	Item	Report Title
Council 26/02/2019	12.9	Single Property - Amendment to Local Government Boundary

#### MINUTE 025/2019

Moved: Cr Ron Campbell Seconded: Cr Maxine Booby

**That Council:**

1. Support the proposed boundary change.
2. Seek a Council resolution from Moree Plains Shire Council that also supports the boundary change.
3. Authorise making a joint proposal to the Minister for Local Government and His Excellency the Governor of New South Wales.



## Resolution Register

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#### 4. Request a provision for the payment of any outstanding rates and charges to be included in a proclamation to affect the boundary change.

In Favour: Crs Catherine Redding, Maxine Booby, Ron Campbell, Ron Campey, Lloyd Finlay, Ann Loder and Cameron Staines

Against: Nil

**CARRIED 7/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Governance Coordinator	12/03/2019	31/05/2022	

#### Current Status

13 May 2022 - 10:27 AM – Governance Coordinator

Revised Target Date changed by: Governance Coordinator From: 31 Mar 2022 To: 31 May 2022

Reason: Have written to the Local Government Boundary Commission to request a status update on the boundary change between NSC and MPSC. Will seek to implement any further actions that the Commission states needs to be completed to action this.

Meeting	Item	Report Title
Council 27/10/2020	9.1	Boggabri Community Projects VPA – Boggabri Tractor Shed – Project Expenditure Approval

#### MINUTE 174/2020

Moved: Cr Lloyd Finlay Seconded: Cr Robert Kneale

1. That Council approve funding of the Boggabri Tractor Shed – Capacity Building Project (\$60,000) as per the details and stipulations outlined in this report.
2. That Council fund this project from Maules Creek Mine Voluntary Planning Agreement.

In Favour: Crs Lloyd Finlay, Maxine Booby, Catherine Redding, Cameron Staines, Ron Campey, Robert Kneale and Ron Campbell

Against: Nil

**CARRIED 7/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Acting Manager Strategic Planning	10/11/2020	31/12/2022	



## Resolution Register

### (Outstanding)

#### Criteria

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#### Current Status

17 May 2022 - 4:11 PM - Acting Manager Strategic Planning

Revised Target Date changed by: Acting Manager Strategic Planning From: 28 Mar 2022 To: 31 Dec 2022

Reason: Ongoing project. Of the Original approved grant funding of \$60,000, to date (13/5/22) total expended is \$32073.32 leaving a remaining budget of \$27926.68.

Project is due for completion per terms of funding agreement on 31 Dec 2022, (see clause 6.1.13 The Recipient agrees to ensure that the project and works are completed in a timely manner and prior to the end date and that failure to do so will result in the Recipient forfeiting the funding).

#### 5. PROJECT WORKS

5.1. The Project will consist of the following Works:

5.1.1. Painting of The Tractor Shed, internal and/or external, as decided on through consultation with the Recipients Representative and Council;

5.1.2. Signage;

5.1.3. Pamphlets;

5.1.4. Display vehicle repair;

5.1.5. Visibility increasing items/projects such as bunting or flags;

5.1.6. Other items as decided on through consultation with the Recipients Representative and Council;

Meeting	Item	Report Title
Council 27/10/2020	9.2	Boggabri Community Projects VPA – Boggabri CBD and Business Activation Project – Project Expenditure Approval

#### MINUTE 175/2020

Moved: Cr Maxine Booby Seconded: Cr Lloyd Finlay

1. That Council approve funding of the Boggabri CBD and Business Activation Project (\$120,000) as per the details and stipulations outlined in this report.
2. That Council fund the project from Maules Creek Mine Voluntary Planning Agreement.

In Favour: Crs Lloyd Finlay, Maxine Booby, Catherine Redding, Cameron Staines, Ron Campey, Robert Kneale and Ron Campbell

Against: Nil

**CARRIED 7/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Acting Manager Strategic Planning	10/11/2020	31/07/2022	



## Resolution Register

### (Outstanding)

#### Criteria

Directorate(s):  
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#### Current Status

17 May 2022 - 4:12 PM - Acting Manager Strategic Planning

Revised Target Date changed by: Acting Manager Strategic Planning From: 31 Mar 2022 To: 31 Jul 2022

Reason: Original approved grant amount (minute 175/2020) \$120000. To date 13/5/2022 \$5000 has been expended leaving balance of budget \$115,000.

Have emailed Grants officer requesting status update and copy of funding deed.

Meeting	Item	Report Title
Council 23/02/2021		Provision Of New Doctors Residence in Boggabri

#### MINUTE 038/2021

Moved: Cr Lloyd Finlay Seconded: Cr Maxine Booby

1. That Council provide a suitable prefabricated home on vacant Council land at 37 Dalton Street Boggabri, at an estimated cost of \$274,800.
2. That the provision of the home be funded from the Maules Creek Coal Voluntary Planning Agreement (VPA) for Boggabri Community projects.
3. That Council upon the successful completion of the new residence, place 29 Laidlaw St, Boggabri for sale with an authorised real estate agent in its current condition; any profits from sale are to be placed into a reserve for Community Projects within Boggabri.
4. That rental income received from 37 Dalton Street, Boggabri be placed into a reserve (restricted) for maintenance and upkeep of the 37 Dalton Street Boggabri.
5. That Council approve the use of the Council Seal for all relevant documents to enact this resolution.

In Favour: Crs Ron Campbell, Cameron Staines, Maxine Booby, Ron Campey, Lloyd Finlay, Robert Kneale and Catherine Redding

Against: Nil

**CARRIED 7/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Property Services	09/03/2021	28/02/2023	

#### Current Status

17 May 2022 - 4:02 PM - Manager Property Services

Revised Target Date changed by: Manager Property Services From: 28 Feb 2023 To: 28 Feb 2023

Reason: DA has been approved. Shortages in materials and trades has delayed the project.



# Resolution Register

(Outstanding)

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Meeting	Item	Report Title	
Council 27/07/2021	11.1	Notice of Motion – Doctors Creek land erosion issue	
<b>MINUTE 120/2021</b>			
Moved: Cr Maxine Booby                      Seconded: Cr Lloyd Finlay			
<ol style="list-style-type: none"><li>1. That Council seeks an urgent meeting of all appropriate NSW Government authorities regarding the significant erosion immediately downstream of the Doctors Creek bridge from the February 2020 rain event. With the intent that the outcome of the meeting map the way forward in dealing with the erosion issues.</li><li>2. That Council requests that the previous report from Doctors Creek bank erosion be examined in conjunction with the proposed solution to the erosion issues.</li></ol>			
<u>In Favour:</u> Crs Ron Campbell, Maxine Booby, Ron Campey, Lloyd Finlay, Robert Kneale and Catherine Redding			
<u>Against:</u> Nil			
<div>CARRIED 6/0</div>			
Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Director Infrastructure Delivery	26/08/2021	31/08/2022	
<b>Current Status</b>			
17 May 2022 – 3:46 PM – Director Infrastructure Delivery			
Report to be prepared for Council detailing Formal discussions with Crown			

Meeting	Item	Report Title
Council 27/07/2021	13.6	Notice of Motion – Rural Banking Options (Wee Waa)





# Resolution Register

## (Outstanding)

### Criteria

Directorate(s):  
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### MINUTE 131/2021

Moved: Cr Maxine Booby Seconded: Cr Ron Campey

#### 1. That Council notes that:

- a. Bank branch and ATM closures are leaving many communities without access to financial services, especially in regional Australia.
- b. Since 1975 the number of bank branches in regional Australia has fallen by more than 60 per cent, and there are more than 1,500 communities across Australia with no bank branches at all.
- c. A large proportion of the population, including the elderly, disabled, small businesses and local schools and charities, will always have a need for face-to-face financial services despite advances in technology.
- d. For hundreds of communities, their only access to cash and financial services is through Bank@Post at their community Post Office.
- e. Bank@Post is an essential service to all communities, but is vulnerable to commercial decision-making by the banks, which can choose to withdraw their participation.

2. That Council calls on the Commonwealth Parliament to pass the Commonwealth Postal Savings Bank Bill to establish a post office people's bank, fully guaranteed by the Commonwealth, as a dedicated postal savings bank, operating exclusively through Australia Post's corporate and licensed post offices, which will ensure basic banking services—including deposit-taking, business and personal lending, and access to cash—are available to all Australians, and will contribute to Australia's national economic development.

3. That Council write to the Local State and Federal Members of Parliament, to inform them of Councils desire to support the passage of the Commonwealth Postal Savings Bank Bill through Parliament.

In Favour: Crs Ron Campbell, Maxine Booby, Ron Campey, Lloyd Finlay and Robert Kneale

Against: Nil

**CARRIED 5/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Governance and Risk	26/08/2021	01/06/2022	

### Current Status

17 May 2022 - 4:45 PM - Manager Governance and Risk

Revised Target Date changed by: Manager Governance and Risk From: 30 Apr 2022 To: 01 Jun 2022

Reason: Letters drafted currently awaiting approval. To be sent by 1 June 2022.





# Resolution Register

## (Outstanding)

**Criteria**

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Meeting	Item	Report Title	
Council 15/02/2022	9.2	Notice of Motion – Use of iPad Technology by Councillors	
<b>MINUTE 014/2022</b>			
Moved: Cr Rohan Boehm                      Seconded: Cr John Clements			
<b>THAT</b>			
(i) That the General Manager provide a report to the 22 <sup>nd</sup> March 2022 Ordinary meeting detailing the following:- the details of how emails and other Council documents are auto-archived for the purposes of complying with any legal requirements and details of all relevant legislation and other responsibilities that are relevant to this. Also, that offsite backup and protection from tampering be detailed in the report.			
(ii) That the General Manager present a report outlining a new or existing Policy for approval or modification on proposed protocols that would need to be observed to allow access to auto-archived material. This should include penalties for access outside of the finalised policy.			
(iii) That the General Manager provide a report to each Ordinary Meeting of Council detailing the number of accesses to auto-archived material that have been undertaken, by whom and the reason for access, ensuring process that excludes any detail in reports that could identify an individual.			
<b>CARRIED</b>			
Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Governance and Risk	17/03/2022	01/09/2022	
<b>Current Status</b>			
17 May 2022 – 4:46 PM – Manager Governance and Risk			
Revised Target Date changed by: Manager Governance and Risk From: 2 Sep 2022 To: 01 Sep 2022			
Reason: Reporting occurring at OCMs.			

Meeting	Item	Report Title
Council 22/03/2022	12.2	Notice of Motion – Urgent Works on Melburra Road (Off Killarney Gap Road)



# Resolution Register

## (Outstanding)

**Criteria**

Directorate(s):  
Meeting(s): Council  
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**MINUTE 062/2022**

Moved: Cr Greg Lamont Seconded: Cr Rohan Boehm

**1. That the General Manager provide a report to the appropriate budget briefing of council on:**

- (a) what work has been undertaken on Melburra Rd the last three (3) years and the cost;
- (b) the result of General Manager, or delegate, meeting on site with interested Councillors and the Melburra Road Users Group to discuss options such as concreting the culverts, fencing, regular grading etc., to ensure they have a reliable and safe road to use;
- (c) as a result of (b) what works are proposed to rectify the problems, the cost and source of funds.

In Favour: Crs Ron Campbell, Catherine Redding, Rohan Boehm, Robert Browning, John Clements, Brett Dickinson, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against: Nil

**CARRIED 9/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Road Services	21/04/2022	26/07/2022	

**Current Status**

18 May 2022 - 9:13 AM - Manager Governance and Risk

Revised Target Date changed by: Manager Governance and Risk From: 21 Apr 2022 To: 26 Jul 2022

Reason: Report to be provided to July OCM.

Meeting	Item	Report Title
Council 22/03/2022	12.3	Notice of Motion - Narrabri Town Clock Repairs



# Resolution Register

(Outstanding)

**NARRABRI SHIRE**  
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<b>Criteria</b>		<b>Printed:</b>
Directorate(s):	Council	18 May 2022
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**MINUTE 063/2022**

Moved: Cr Greg Lamont                      Seconded: Cr Lisa Richardson

1. That the General Manager submit a report to Council on the history of the maintenance, including a report on the costing to raise the fuse box of the Narrabri Town Clock and its current status in order that it may be repaired to keep the correct time as soon as possible.
2. That the General Manager submit a report to Council on the status of all Narrabri Shire town clocks including a history of the clocks, current maintenance schedule and any other relevant details.

In Favour:      Crs Ron Campbell, Catherine Redding, Rohan Boehm, Robert Browning, John Clements, Brett Dickinson, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against:        Nil

**CARRIED 9/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Harris, Evan	21/04/2022	28/06/2022	

**Current Status**

18 May 2022 - 9:14 AM - Manager Governance and Risk

Revised Target Date changed by: Manager Governance and Risk From: 21 Apr 2022 To: 28 Jun 2022

Reason: Report to be provided to June OCM.

Meeting	Item	Report Title
Council 22/03/2022	12.4	Notice of Motion - Narrabri West Railway Museum



# Resolution Register

**(Outstanding)**

**NARRABRI SHIRE**  
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**MINUTE 064/2022**

Moved: Cr Greg Lamont      Seconded: Cr John Clements

**1. That the General Manager submit a report to a future meeting of Council on the history of attempts to have the Narrabri West Railway Museum being established in the old Narrabri West Water Tower, information on any possible grant sources to complete the Museum, if any existing funding sources are in reserves or trust or any details on entities that may have been involved in the past.**

In Favour:      Crs Ron Campbell, Catherine Redding, Rohan Boehm, Robert Browning, John Clements, Brett Dickinson, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against:      Nil

**CARRIED 9/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Acting Manager Tourism and Community Development	21/04/2022	01/06/2022	

**Current Status**

18 May 2022 - 8:09 AM - Acting Manager Tourism and Community Development  
Action is currently being researched

Meeting	Item	Report Title
Council 22/03/2022	12.5	Inland Rail

**MINUTE 065/2022**

Moved: Cr Rohan Boehm      Seconded: Cr John Clements

**1. That Council note the Inland Rail report is preliminary and seek further information on matters raised in the report, specifically the funding and broad status for points one, two and three. Report to include a copy of the adopted business case for the inland port.**

In Favour:      Crs Ron Campbell, Catherine Redding, Rohan Boehm, Robert Browning, John Clements, Brett Dickinson, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against:      Nil

**CARRIED 9/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Director Planning and Strategy	21/04/2022	31/05/2022	



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#### Current Status

17 May 2022 - 3:39 PM - Director Corporate and Community Services

Revised Target Date changed by: Director Corporate and Community Services From: 21 Apr 2022 To: 31 May 2022

Reason: A report will be prepared and presented to the May Ordinary Council Meeting.

Meeting	Item	Report Title
Council 22/03/2022	13.2	Payment of Superannuation to Councillors

#### MINUTE 067/2022

Moved: Cr John Clements Seconded: Cr Brett Dickinson

- That Council make superannuation contributions on Councillor and Mayoral fees in accordance with section 254B of the *Local Government Act 1993 (NSW)* commencing 1 July 2022.

In Favour: Crs Ron Campbell, Catherine Redding, Rohan Boehm, Robert Browning, John Clements, Brett Dickinson, Greg Lamont and Lisa Richardson

Against: Cr Darrell Tiemens

**CARRIED 8/1**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Governance and Risk	21/04/2022	01/07/2022	

#### Current Status

17 May 2022 - 4:47 PM - Manager Governance and Risk

Revised Target Date changed by: Manager Governance and Risk From: 21 Apr 2022 To: 01 Jul 2022

Reason: Payroll to take on Councillor fee payment and superannuation. Exploring with Finance and Payroll to determine best method of expense reimbursement.

Meeting	Item	Report Title
Council 22/03/2022	13.5	Council Committees



## Resolution Register

### (Outstanding)

#### Criteria

Directorate(s): Council  
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#### MINUTE 070/2022

Moved: Cr John Clements Seconded: Cr Darrell Tiemens

#### 1. That Council hold a workshop to consider the formation of Council standing committees.

In Favour: Crs Ron Campbell, Catherine Redding, Rohan Boehm, Robert Browning, John Clements, Brett Dickinson, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against: Nil

**CARRIED 9/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Governance and Risk	21/04/2022	05/07/2022	

#### Current Status

18 May 2022 - 9:10 AM - Manager Governance and Risk

Revised Target Date changed by: Manager Governance and Risk From: 21 Apr 2022 To: 05 Jul 2022

Reason: Workshop deferred for three months at April OCM. Workshop to occur at briefing on 5 July 2022.

Meeting	Item	Report Title
Council 26/04/2022	15.6	Chairing and Effective Meeting Procedures for Councillors

#### MINUTE 101/2022

Moved: Cr John Clements Seconded: Cr Lisa Richardson

#### 1. That the General Manager engage the services of Local Government NSW to provide the Chairing & Effective Meetings Workshop as a face to face workshop commencing at 10.30am.

In Favour: Crs Ron Campbell, Catherine Redding, Rohan Boehm, John Clements, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against: Nil

**CARRIED 7/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Governance and Risk	26/05/2022	05/07/2022	



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### (Outstanding)

#### Criteria

Directorate(s):  
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#### Current Status

17 May 2022 - 4:43 PM - Manager Governance and Risk

Revised Target Date changed by: Manager Governance and Risk From: 26 May 2022 To: 05 Jul 2022

Reason: Confirmed interest with provider. Deb currently booking for July Briefing

Meeting	Item	Report Title
Council 26/04/2022	15.10	2022 National General Assembly of Local Government

#### MINUTE 107/2022

Moved: Cr Lisa Richardson Seconded: Cr John Clements

- That Council approve the attendance of the Mayor and two (2) other councillors and a delegate of the General Manager at the National General Assembly in Canberra on 19 – 22 June 2022.

In Favour: Crs Ron Campbell, Catherine Redding, Rohan Boehm, John Clements, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against: Nil

**CARRIED 7/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Governance and Risk	26/05/2022	01/06/2022	

#### Current Status

17 May 2022 - 4:44 PM - Manager Governance and Risk

Revised Target Date changed by: Manager Governance and Risk From: 26 May 2022 To: 01 Jun 2022

Reason: Councillor delegates selected. GM's Delegate to be selected. DW to book places/accommodation.

Meeting	Item	Report Title
Council 26/04/2022	15.12	Deferral of workshop on Council Standing Committees





## Resolution Register

### (Outstanding)

#### Criteria

Directorate(s): Council  
 Meeting(s):  
 Officer(s):  
 Date From:  
 Date To:

Printed:  
 18 May 2022  
 9:21 AM

#### MINUTE 111/2022

Moved: Cr Catherine Redding Seconded: Cr Darrell Tiemens

1. That Council defer the workshop to discuss Council Standing Committees within three (3) months.

In Favour: Crs Ron Campbell, Catherine Redding, Rohan Boehm, John Clements, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against: Nil

**CARRIED 7/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Governance and Risk	26/05/2022	05/07/2022	

#### Current Status

17 May 2022 - 4:45 PM - Manager Governance and Risk

Revised Target Date changed by: Manager Governance and Risk From: 26 May 2022 To: 05 Jul 2022

Reason: Consultant being organised to attend to deliver workshop on options at July Briefing.

Meeting	Item	Report Title
Council 26/04/2022	17.2	Expressions of Interest - General Manager Recruitment

#### MINUTE CO-120/2022

Moved: Cr John Clements Seconded: Cr Catherine Redding

1. That Council engage Leading Roles to undertake recruitment for the new General Manager.
2. That authority be delegated to the Mayor to finalise arrangements with Leading Roles to facilitate any necessary agreement and documentation.
3. That Council appoint all Councillors to the selection panel and delegate authority to the Mayor to facilitate the recruitment process pursuant to the requirements of the *Local Government Act 1993* and the Guidelines for the Appointment and Oversight of General Managers.

In Favour: Crs Ron Campbell, Catherine Redding, Rohan Boehm, John Clements, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against: Nil

**CARRIED 7/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed

Narrabri Shire Council

Page 17 of 21





## Resolution Register

### (Outstanding)

#### Criteria

Directorate(s):  
Meeting(s): Council  
Officer(s):  
Date From:  
Date To:

Printed:  
18 May 2022  
9:21 AM

Director Corporate and Community Services	26/05/2022	24/05/2022	
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#### Current Status

30 Apr 2022 - 11:00 PM - Director Corporate and Community Services

Revised Target Date changed by: Director Corporate and Community Services From: 26 May 2022 To: 24 May 2022

Reason: Contact has been made with Leading Roles. Leading Roles to have a meeting with Council on 24 May 2022 to progress recruitment.

Meeting	Item	Report Title
Council 26/04/2022	17.3	Unauthorised Dwelling at 164 Killara Road, Jacks Creek

#### MINUTE CO-121/2022

Moved: Cr Catherine Redding Seconded: Cr John Clements

1. That Council receive and note the Report.
2. That Council receive progressive updates in relation to the unauthorised development works located at 164 Killara Road, Jacks Creek being Lot 1511 in DP831514.

In Favour: Crs Ron Campbell, Catherine Redding, Rohan Boehm, John Clements, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against: Nil

**CARRIED 7/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Director Planning and Strategy	26/05/2022	01/08/2022	

#### Current Status

17 May 2022 - 3:39 PM - Director Corporate and Community Services

Revised Target Date changed by: Director Corporate and Community Services From: 26 May 2022 To: 01 Aug 2022

Reason: An update will be provided to Council as matters progress.

Meeting	Item	Report Title
Council 26/04/2022	14.3	Narrabri Underground Voluntary Planning Agreement (VPA) Update



# Resolution Register

**(Outstanding)**

**NARRABRI SHIRE**  
DISCOVER THE POTENTIAL

<b>Criteria</b>		<b>Printed:</b>
Directorate(s):	Council	18 May 2022
Meeting(s):		9:21 AM
Officer(s):		
Date From:		
Date To:		

**MINUTE CO-001/2022**

Moved: Cr Rohan Boehm      Seconded: Cr Brett Dickinson

**1. That Council accept the \$2.603 million Voluntary Planning Agreement offer from Whitehaven Coal dated 27 January 2022, as negotiated for the Narrabri Underground mine and this motion remain confidential until such time as the matter is concluded.**

In Favour:      Crs Ron Campbell, Catherine Redding, Rohan Boehm, Robert Browning, John Clements, Brett Dickinson, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against:      Nil

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Acting Manager Strategic Planning	26/05/2022	31/05/2022	

**Current Status**

16 May 2022 - 4:18 PM - Acting Manager Strategic Planning

Email received from Whitehaven advising that Whitehaven solicitors are drafting the agreement now and expect to be able to provide Council a draft next week.

Meeting	Item	Report Title
Council 16/05/2022	7.2	Quarterly Budget Review Statement - March 2022



# Resolution Register

## (Outstanding)

**Criteria**

Directorate(s):  
Meeting(s): Council  
Officer(s):  
Date From:  
Date To:

Printed:  
18 May 2022  
9:21 AM

**MINUTE 127/2022**

Moved: Cr John Clements      Seconded: Cr Greg Lamont

1. That Council adopt the Quarterly Budget Review Statement for the period ended 31 March 2022 as the revised Budget estimates for the year ended 30 June 2022 and the Operational Plan and Capital Works Plan be amended accordingly.
2. That a Quarterly Budget Review Statement be prepared and presented to Council for the period ending 30 June 2022.
3. That information be presented to Council regarding the status and milestones of flood event claims for the Narrabri Shire for the period ending 30 June 2022.
4. That Council be presented the Tourism Hub Master Plan at the 28 June 2022 Ordinary Council Meeting.
5. That Council review the presentation of Council's Capital Expenditure and Capital Income (including funding from external sources) to provide sub totals of income and expenditure for each major project (exceeding \$1 million in expenditure).
6. A progress report on Council's Facility Management Plans be presented to the 28 June 2022 Ordinary Council Meeting.

In Favour: Crs Ron Campbell, Catherine Redding, Rohan Boehm, Robert Browning, John Clements, Brett Dickinson, Greg Lamont, Lisa Richardson and Darrell Tiemens

Against: Nil

**CARRIED 9/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Financial Services	15/06/2022	15/06/2022	

**Current Status**

16 May 2022 - 1:48 PM – Governance Coordinator

Action assigned to Manager Financial Services by: Governance Coordinator for the reason: Action as appropriate.

Meeting	Item	Report Title
Council 22/03/2022	14.6	Notice of Motion - NSC at LODER

**MINUTE CO-072/2022**

Moved: Cr Greg Lamont      Seconded: Cr Darrell Tiemens

1. That the Council move into Committee of the Whole in a closed session to receive advice as per



## Resolution Register

### (Outstanding)

#### Criteria

Directorate(s):  
Meeting(s): Council  
Officer(s):  
Date From:  
Date To:

Printed:  
18 May 2022  
9:21 AM

**Section 10A(2)(g) concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege, to receive an update on the status of legal action Council has undertaken against former Councillor Ann Loder.**

**In Favour:** Crs Ron Campbell, Catherine Redding, Rohan Boehm, Robert Browning, John Clements, Brett Dickinson, Greg Lamont, Lisa Richardson and Darrell Tiemens

**Against:** Nil

**CARRIED 9/0**

Responsible Officer	Original Due Date	Revised Due Date	Date Completed
Manager Governance and Risk	21/04/2022	30/06/2022	

#### Current Status

18 May 2022 - 9:07 AM - Manager Governance and Risk

Revised Target Date changed by: Manager Governance and Risk From: 21 Apr 2022 To: 30 Jun 2022

Reason: Instructions provided to solicitors (from a firm who did not act in proceedings) to provide advice as sought. Plaintiff's solicitors also advised that we are staying enforcement until Council has received and considered that advice.

# Upper North West

## REGIONAL ECONOMIC DEVELOPMENT STRATEGY 2018–2022



### VISION

Maximise the opportunities provided by the region's engine industries and wealth of natural assets while maintaining the quality of the environment and quality of life for a growing population.





# Preface

The NSW Government has assisted local councils and their communities to develop 37 Regional Economic Development Strategies across regional NSW. Each strategy is designed around one or more local government areas that form a functional economic region as defined by economic data and community input. While the strategies have been developed using a consistent methodology, each is a product of detailed data analysis and local community consultation to ensure ownership through a 'bottom-up' process: it sets out a vision for the region, the strategies and early-stage actions required to achieve the vision.

Regional Economic Development Strategies articulate a framework for identifying actions that are crucial to achieving the regional vision. Projects listed in a strategy should be viewed as example projects that have emerged from the initial application of the framework. Adoption of these projects would be subject to further evaluative processes.

The power of a strategy is its ability to be used on an ongoing basis to identify additional high-value projects over time. By complementing existing funding processes, these strategies present new opportunities to strengthen and increase investment in regional development across NSW.

Regional Economic Development Strategies are viewed as the first stage of a process that will assist those with an interest in the economic development of the region, particularly councils, communities and local businesses, in planning a region's future economic activities. These strategies provide a vehicle for engaging the community in a 'conversation' about regional needs and priorities, assist in bringing together key stakeholders and mobilising resources, and in so doing, can facilitate faster access to dedicated NSW Government funding, such as the Growing Local Economies Fund, as well helping to capitalise on other economic opportunities.

The Upper North West Regional Economic Development Strategy is the culmination of collaboration between the Moree Plains Shire, Narrabri Shire, Gwydir Shire and Inverell Shire councils, key stakeholders, the broader regional community and the NSW Government's Centre for Economic and Regional Development (CERD).

It is presented in two documents: the *Upper North West Regional Economic Development Strategy 2018–2022*, which allows the reader to quickly and easily determine key content, and the accompanying *Upper North West Regional Economic Development Strategy 2018–2022: Supporting Analysis*, which details the methodology, evidence and development process.

For more information about the Regional Economic Development Strategies program please contact the CERD on 02 6391 3025 or [CERD@dpc.nsw.gov.au](mailto:CERD@dpc.nsw.gov.au)



# Introduction

The *Upper North West Regional Economic Development Strategy 2018–2022* (the Strategy) sets out a long term economic vision and associated core strategies for the functional economic region (the Region) encompassing the Moree Plains Shire, Narrabri Shire, Gwydir Shire and Inverell Shire local government areas (LGAs).

It identifies the core strategies and immediate actions needed to pursue this vision. The objectives of this Strategy are to:

- build on existing strengths in the Region and enhance these
- identify new opportunities to enhance the development, performance and competitiveness of the Region
- facilitate and support sustainable growth



Economic research suggests that regions are becoming increasingly specialised in the key industries<sup>1</sup> that drive them, and their relative strengths (endowments) play a key role in determining those specialisations.<sup>2</sup>

This Strategy is based on industry specialisations and opportunities that leverage the Region's key endowments – including its highly productive agricultural land, access to a reliable source of water, location and transport infrastructure, industry-specific assets and institutions, mineral and gas resources, renewable energy resources and tourism assets – to guide investment and other actions over the period 2018 to 2022. Four core strategies have been identified to capture the opportunities, manage risks and deliver on the vision for the Region:

- A** Improve freight efficiency in the engine industries of Agriculture and Mining
- B** Encourage investment, increased productivity and value adding
- C** Invest in people, skills, community and lifestyle to address the Region's skills gap
- D** Diversify the economy through emerging industry sectors

- For the purposes of regional development, it is useful to classify industries as:
  - Engines — industries that bring money into the Region (e.g. agriculture) and drive the local economy
  - Enabling — industries that support the engines (e.g. veterinary services to agriculture)
  - Population-serving — industries that support the local population (e.g. retail).

Typically, the fortunes of the population-serving industries depend on the success of the engines; therefore it is useful to focus on the engine sectors that drive growth.

- Regional Economic Growth Enablers Report (2017), Centre for Economic and Regional Development.

# Background

The Upper North West Region is located in northern NSW and forms the north-western corner of the New England North West. The Region covers an area of 48,778 square kilometres and spans the Namoi, Gwydir and Border River catchments, which are part of the broader Murray Darling Basin. The Region has elevated plateaus, rolling to steep hills and extensive fertile plains. The warm, temperate climate is characterized by hot summers and cool-to-cold winters.

In 2016, the Region housed an estimated resident population of 49,175,<sup>3</sup> with the major population centres being Inverell (township population 9,547), Moree (township population 7,383) and Narrabri (township population 5,903).

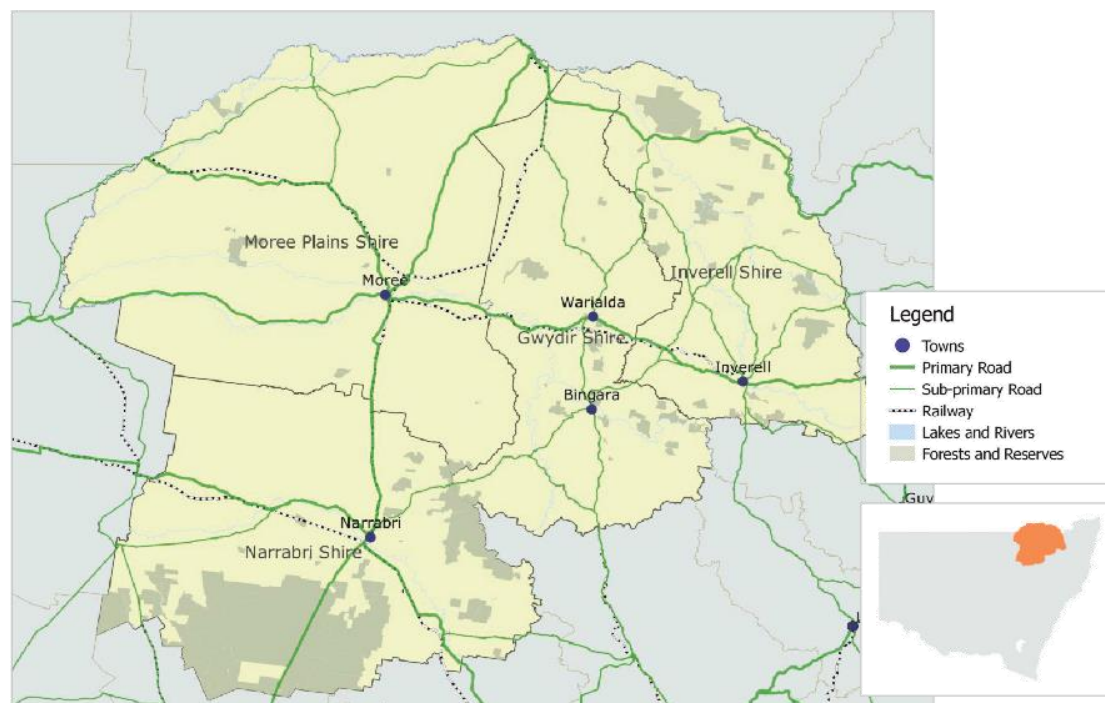
Gwydir Shire has two small towns: Warialda (population 1,186) and Bingara (population 1,074).<sup>4</sup> Most towns in the Region are within 6–7 hours of Sydney, 5–7 hours of Brisbane and 3.5–5 hours of Toowoomba. The Inland Rail line, which will connect Melbourne and Brisbane, will pass through Moree and Narrabri.

The population of the Region declined by 5.2% between 2001 and 2006, but it has remained steady since 2006; however, Inverell Shire has experienced continued population growth, and Moree Plains Shire has experienced a small decline. The age-profile of the Region's population is similar to that of other inland regional NSW areas.

3. Based on the Australian Bureau of Statistics (ABS) Estimated Resident Population (ERP) 2016. According to ABS, the ERP is 'based on Census counts of usual residents that are adjusted to account for usual residents missed in the Census, including residents estimated to have been temporarily overseas on Census night'.

4. ABS Census 2016 Urban Centre/Locality population data.

**Figure 1: The Upper North West Region**





In terms of direct employment, Agriculture, Forestry and Fishing is the largest industry sector, followed by Health Care and Social Assistance and Retail Trade (see Figure 2). Employment in Agriculture, Forestry and Fishing has fallen significantly since 2001 due to a range of factors, including the 'millennium drought' and improvements in technology leading to replacement of labour with capital.

In 2015–16 it was estimated that the value of agriculture output per agriculture worker in the Region was more than double the NSW average.

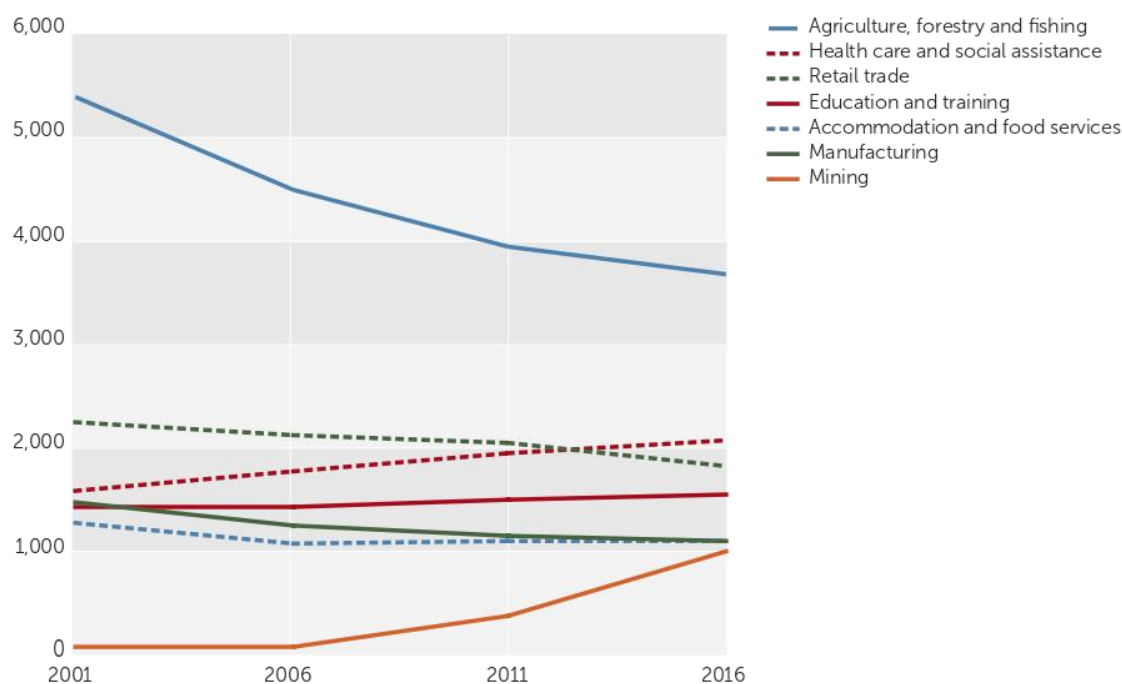
The fall in employment in agriculture has, in part, been offset by the growth in employment in Mining. This is a result of the substantial expansion of coal mining in the Gunnedah Basin south of Narrabri.

The Region is a net importer of labour. The 2016 ABS Census records that 1,015 people from the Upper North West worked outside of the Region and 2,210 people commuted into the Region. Narrabri has the highest influx of workers, with most employed in the coal mines on the southern edge of the Region.

The median incomes in Narrabri Shire and Moree Plains Shire are markedly higher than other LGAs in the Upper North West and marginally higher than 'NSW excluding Greater Sydney'. However, the overall unemployment rate in the Region (6.4%) is slightly higher than the Inland Regional NSW average (6.2%) and there are pockets of disadvantage.



**Figure 2: Historical employment by industry**



Source: ABS Census of Population and Housing by place of work.

See notes in Upper North West Regional Economic Development Strategy 2018–2022: Supporting Analysis.

# Endowments

## Endowments are strengths that a regional economy possesses and can capitalise on

Economic principles suggest that endowments play a key role in the economic development of regions. The CERD in its *Regional Economic Growth Enablers Report (2017)* found that:

*the future of individual regional economies is inexorably linked to their natural endowments and attempts to retain or establish industries without an underpinning endowment are unlikely to succeed.<sup>5</sup>*

A region seeking to encourage economic development should concentrate on factors that enable the growth of endowment-based industries. It should also build local leadership and institutional capacity and capabilities to facilitate businesses and public agencies so they can capitalise on the opportunities that a region's endowments present.

### Highly productive agricultural land and agricultural know-how

The Region is home to some of the most productive agricultural lands in NSW.

The Region has rich, fertile soils coupled with a favourable climate and access to water. The flat plains are well-suited to the efficient production of high-value broadacre crops. Large tracts of land throughout the Region are classified as Biophysical Strategic Agricultural Land of 'State and National Significance', meaning the land has quality soil and water resources capable of sustaining high levels of productivity.<sup>6</sup>

The northern parts of the Region are located in an area of NSW recognised as the 'Golden Triangle', producing some of the highest quality wheat in Australia. The Region has an emerging horticultural sector, and it is a major producer of grains, cotton, pulses, oil seeds and pecan nuts.

The Region is also known for producing quality livestock, including international award-winning Beef. There is a concentration of cattle and sheep studs in Gwydir and Inverell Shires. The Region is an optimum location for intensive livestock production due to the suitable climate and topography, secure water, ready access to feed (grain, oil seeds, legumes, hay and silage), processing facilities, and access to domestic and export markets.

The Region has a reputation for its resilient, innovative and award-winning farmers, who are early adopters of new land management practices, production techniques, business models and technology. Agriculture supports several major grain, cotton and cotton seed and livestock processing plants as well as large scale storage, transport and logistics operations.

Increasing the productivity and profitability of the agricultural sector is constrained by factors such as poor telecommunications and pinch-points in the road and rail transport networks.

### Access to water

The Region has regulated access to surface and ground water resources, including artesian water. Access to water underpins the high productivity of the agricultural sector. Groundwater supplies from the alluvial aquifers of the Namoi, Gwydir and Macintyre-Barwon Rivers are high quality with a very low salt content and are ideal for irrigation, stock water, industrial processing and town water. Hot artesian water is a significant tourism attraction in the western areas of the Region.

The Region currently produces 40% of NSW's cotton, so changes to water access will have a significant impact on its economy. For example, water allocations for producers were reduced with the introduction of the Murray Darling Basin Plan and water-sharing agreements. Water users across all sectors have invested meaningfully in water saving technologies and other initiatives, but there is limited opportunity to make further savings. Any further reductions in water allocations poses a substantial risk for the regional economy.

5. Regional Economic Growth Enablers Report (2017), Centre for Economic and Regional Development.

6. Safeguarding our Agricultural Land (2012), NSW Department of Planning and Infrastructure.

## Location and transport infrastructure

Compared with other non-metropolitan regions in New South Wales, Upper North West has good transport infrastructure. The Newell, Kamilaroi, Gwydir and Carnarvon Highways and Bruxner Way and the Fossickers Way/Warialda Road are part of the National Road Freight Network and provide road access to markets and ports in Sydney, Newcastle, Victoria and Queensland. High mass limit and high productivity vehicles can use some of the roads in the northern and western areas of the Region.

Moree and Narrabri have daily rail passenger services to Sydney and Regular Passenger Transport (RPT) air services to Sydney and Brisbane. RPT air services also operate between Inverell and Brisbane. These air services underpin the viability of the business sector, the delivery of government and health services, and connectivity for the regional community. They are also critical for attracting investment and skilled labour.

The Mungindi Branch Railway line (which passes through Moree and Narrabri) is part of the National Rail Freight Network and provides access to the Port of Newcastle, Port Botany and Port Kembla.

The proposed Inland Rail line will pass through the Region and will provide rail access to the Ports of Brisbane and Melbourne.

The Region has significant bulk grain and cotton handling facilities, two major transport and logistics hubs with intermodal terminals in Moree and Narrabri (which will be on the Inland Rail line), and an intermodal terminal in Wee Waa.

More investment in road and rail infrastructure is needed to improve efficiency and connectivity and to ensure that the Region can effectively leverage Inland Rail.

Some inefficiencies in the road network are affecting the competitiveness of the Region's engine industries: pinch points limit the size of trucks and machinery that can be used, load and size limited bridges, and unsealed and low-lying roads become impassable during wet weather.

Additionally, the Region's key airports need to be upgraded to meet increased use both by freight and passengers, and to accommodate changes in the size of planes being introduced by the airline companies.

## Industry-specific assets and institutions

A prominent feature of the Region is the substantial private investment that enables agricultural industries to achieve high levels of productivity. Not only has the Region invested in transport and water infrastructure, but additional agricultural assets, including storage, drying and fumigation facilities, processing plants (e.g. cotton gins, seed crushing plants, mills, meat processing plant in Inverell), saleyards and feedlots. There has also been substantial private and public investment supporting key industries, including mining (in exploration and site-specific infrastructure) and renewable energy (transmission lines).







The Region also has a concentration of government and private sector research facilities that support industries in the Upper North West as well as areas outside the Region. These facilities include:

- institutions and facilities supporting research into cotton, grains and other forms of agriculture
- the CSIRO Australia Telescope Compact Array near Narrabri
- the Living Classroom at Bingara, which is researching carbon sequestration

### Mineral and gas resources

The Region has significant mineral and gas resources. Narrabri Shire is located at the northern end of the Gunnedah Basin and has high quality coal and coal seam gas (CSG) resources. There are four operating coal mines in Narrabri Shire, and a fifth is proposed. There is also an application to extract CSG from the Pilliga Forest area along the south western edge of the Region. The northern section of the Region is part of the Surat Basin and has coal and gas resources. While this area is subject to exploration licences, there are currently no plans for coal mining or gas extraction. There is also a small coal basin in the Ashford area in the north part of Inverell Shire, for which a mining lease is being sought.

The Region also has a diversity of rocks, minerals, precious metals and gemstones: the area from Glen Innes through to Inverell and Bingara is recognised as one of the most productive areas for gemstones in Australia.

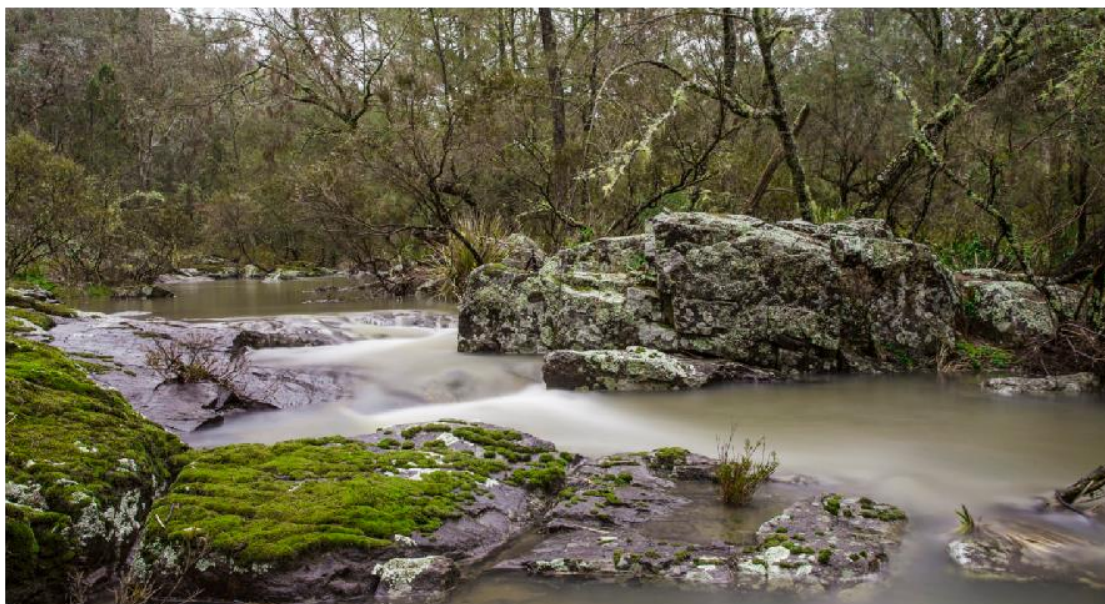
### Renewable energy resource

The Region has abundant high-quality natural resources for wind, solar and other sources of renewable energy that are close to high voltage (330kV and 132kV) transmission lines and which have highway access. The north-eastern part of the Region (to the east of Inverell) has strong natural climatic (wind, light intensity, temperature) and topographic advantages. The Region is an ideal location for solar projects. Renewable energy assets already operating include:

- Moree Solar Farm
- Wilga Park gas fired power station near Narrabri;
- Hydroelectricity from Copeton Dam
- Sapphire and White Rock hybrid wind and solar farms located along the border of Inverell and Glen Innes-Severne LGAs

Proposed renewable energy assets include:

- solar farms at Narrabri South, Wee Waa and near Bonshaw in Inverell Shire
- biomass-digester to produce bio-gas to run the plant at Bindaree Beef in Inverell
- the 'Circular Economy' initiative, Gwydir Shire Council



### Quality cultural, natural and tourism assets and experiences

The Region has a range of quality cultural and natural assets that add to the lifestyle of residents and the experience for tourists visiting the Region. These assets include:

- significant Aboriginal sites and assets, including the Myall Creek Massacre Memorial, the Dhiyaan Centre in Moree – which is an important keeping place and family history centre for the Kamilaroi people, Euraba Paper Company, the Deriah and Terry Hie Hie Aboriginal areas, the Aboriginal art galleries and experiences in Moree, and the Nhunta Karra Kara Track in the Goonowigall State Conservation Area
- agricultural tours and experiences, including the Living Classroom in Bingara, and tours of the Stahmann's Trawalla Pecan Nut Farm (largest in the southern hemisphere), cotton farms and gins
- a diversity of events and festivals, as well as quality event venues such as The Crossing Theatre in Narrabri, historic Inverell Town Hall and the art deco Roxy Theatre in Bingara
- Australia Telescope, near Narrabri
- hot mineral-rich ground water from the Great Artesian Basin, popular for bathing
- Copeton and Pindari Dams and the Regional rivers and lakes, popular for camping, fishing and boating
- the Moree Water Park, an important water-based attraction and international-standard events venue
- Gwydir Wetlands State Conservation Area (including the internationally significant Ramsar wetlands) which has the potential to become a high profile attraction
- iconic, unique landforms, including Sawn Rocks, Mount Kaputar, Dripping Rock, Waa Gorge, the Rocky Creek Glacial Area, Cranky Rock and the limestone caves in the Kwiambal National
- other National Parks, State Conservation Areas, Nature Reserves and State Forests, such as Mount Kaputar National Park and the Pilliga Forest

# Specialisations

## Understanding a region's competitive advantages is a complex process

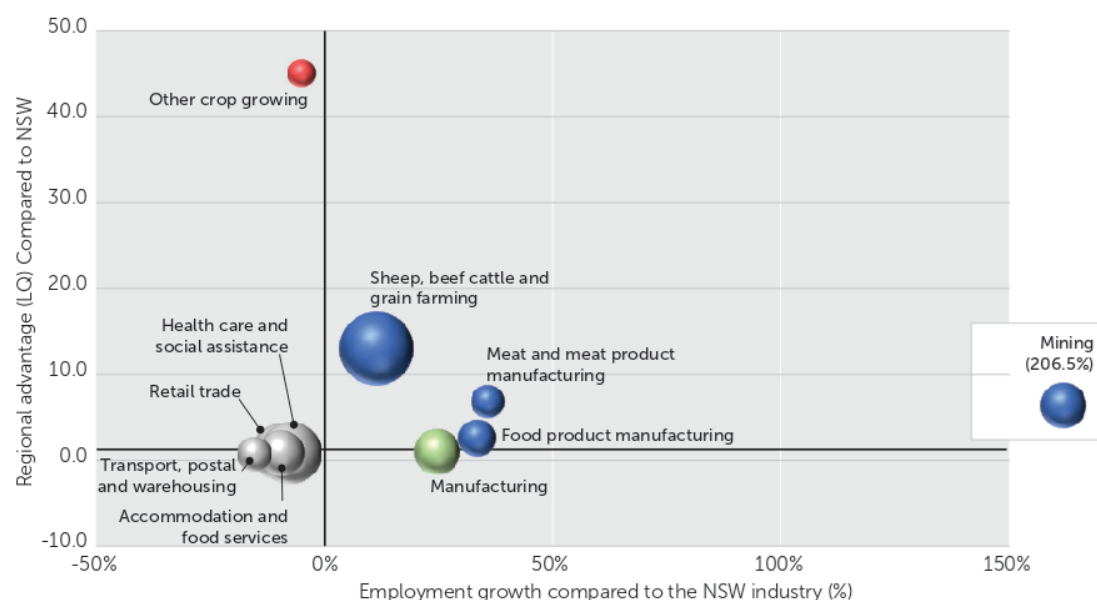
A commonly used simple form of analysis used to identify a region's competitive advantages' is the Location Quotient (LQ), which measures the employment concentration in industry sectors within a regional economy in relation to the same sectors across NSW. The higher the LQ, the more specialised a region is in that industry relative to NSW. For the purpose of this analysis, LQs are used as a proxy measure for those sectors and industries that represent a region's competitive advantages. While LQs are used in this document for that purpose, they are only a partial measure of those competitive advantages. As a result, they have been considered along with additional qualitative evaluations and data analysis, including Input-Output modelling, to arrive at the findings for the Region's Strategy.

7. A region's competitive advantage for an industry includes its ability to produce goods and services at a lower cost or differentiate its products from other regions.

Figure 3 shows the industries in the Region by employment size, employment growth between 2011 and 2016, and LQ. An LQ of 1.25 or more generally indicates a regional specialisation. The higher the LQ, the more specialised an industry is in the Region relative to the NSW industry average. Industries with a larger 'bubble' in Figure 3 employed more people at the time of the 2016 ABS Census.

The colour of the bubble is used to show growth from 2011 to 2016 relative to the NSW industry average. Blue and red represent industry specialisations that have grown (blue) or declined (red) in employment relative to NSW. Grey represents industries that are not specialisations and for which employment has declined over the period relative to NSW. Green represents industries that, although not a specialisation now, could continue to grow and become a specialisation in the future.

**Figure 3: Employment by sector in the Region – relative growth and concentration**



Source: ABS 2011 and 2016 Census of Population and Housing.

See notes in Upper North West Regional Economic Development Strategy 2018–2022: Supporting Analysis.



As shown in Figure 3, the Region has specialisations in Mining and a number of Agriculture and related processing industries, including Sheep, Beef Cattle and Grain Farming, Meat and Meat Product Manufacturing, and Other Crop Growing (which mainly includes Cotton).

Agriculture is the main engine industry within the Region, which is consistent with the Region being one of the most productive agricultural areas in Australia. In 2015–16, the value of the Region's agricultural output (excluding processing) was \$1.6 billion, equating to over \$30,000 per resident.<sup>8</sup>

Cotton and other crops are the main agricultural products. In 2015–16, the Region produced approximately 63% of NSW pulses, 40% of NSW cotton and 20% of NSW cereals. Beef cattle production accounts for approximately 80% of the value of livestock products in the Region. The Region is home to several large feedlots. Bindaree Beef, a large meat processing plant located in Inverell, drives the Region's speciality in Meat and Meat Product Manufacturing. There are also many other food-based processors that export from the Region, including cotton seed and canola oil production, pet food, flour milling and soft drinks. The main mining activity is coal mining from the Gunnedah basin in the southern end of the Region. There are currently four operating mines, and a fifth mine (Vickery South) has been approved. Coal mining is expected to be an important industry in the Region for the foreseeable future. In the short-to-medium term, employment in the sector will increase as an existing mine (Maules Creek) moves to full production and construction commences at Vickery South. The mining industry was estimated to have contributed around \$230 million to regional exports in 2015–16.<sup>9</sup>

Narrabri Shire is also home to the Narrabri Gas Project, which, if approved, seeks to extract CSG from within the Pilliga State Forest. The economic impact of the project to the Region will be substantial with employment in construction and ongoing operations and a community benefit fund. Gold, gemstones, sand and aggregate are also mined in the Region.

There are other specialisations and agricultural opportunities that are not included in the data in Figure 3. The Region produces around 85% of Australia's pecan nuts, and it is a producer of other fruits and vegetables, including oranges and olives. Gwydir Shire Council has been progressing a 'Circular Economy' initiative that incorporates glass house horticulture and poultry production.

Going forward, there are opportunities to strengthen and grow the Agricultural sector through improvements in freight efficiency and encouraging greater private investment.

Renewable energy is a growth sector for the Region, with the Upper North West having solar, wind and bio-mass resources and some hydro-electricity from existing dams.<sup>10</sup> The Region is home to several solar projects, with a large solar farm at Moree and new solar farms proposed for Narrabri and Wee Waa. The area to the east of Inverell on the border with the Glen Innes Severn LGA is highly suitable for wind and solar farming. Two large hybrid wind-solar farms are also under construction, and a third smaller wind farm is approved. There is potential for more solar and wind farm developments. At present, the key limiting factor to growth is the capacity of the grid.

The non-food manufacturing sector is a small engine industry for the Region. This manufacturing sector primarily services Mining and Agriculture. There are also other niche speciality manufacturers, including a recycling plant, and there are opportunities for additional growth that can result from access to the Inland Rail and lower-cost gas resources.

Tourism is an important industry, but it is not a specialisation. Nevertheless, it is an emerging industry for the Region, generating cash flow year-round and reducing the impacts of seasonal and cyclical activities. Through marketing, promotion and visitation, tourism helps to raise the profile of the Region and can play a part in relocation decisions. Aged and disabled services is another industry that is small and not a specialisation, but nevertheless contributes to the Region's income and lifestyle.

8. ABS 2015–16 Agricultural Census and ABS 2016 Census of Population and Housing.

9. Based on CERD Input-Output analysis.

10. Renewable Energy is a very new sector in the Region. Many of the developments were not operational at the time of the 2016 ABS Census so do not appear in Figure 3.

# Strategy

## The Region has several opportunities to build on its specialisations and endowments and grow the economy

In consultation with the Region's councils, four core strategies have been identified to capture these opportunities, manage risks and deliver on the Vision for the Region. These are outlined below.

An initial set of initiatives, actions and infrastructure priorities consistent with the strategic framework have been identified to accompany the Upper North West Regional Economic Development Strategy. These were identified from a review of existing plans and relevant strategies at the state and regional level and through consultation with regional stakeholders. Stakeholders had identified key actions from the state, regional and local government plans. These actions were assessed against the new core strategies to establish relevance and economic importance to the strategies.

A key benefit of this process was to gain alignment among stakeholders about the priority projects and actions at a regional level.

It is expected that other actions capable of contributing to the attainment of the Region's vision will be identified. An action's alignment with the Strategy is the primary consideration. Actions will be subject to further qualitative and quantitative evaluative processes.



## Opportunities

### Key sectors and opportunities:

- Agriculture
- Mining and gas
- Manufacturing
- Renewable energy
- Tourism

### Key challenges and risks:

- Poor telecommunications
- Transport infrastructure issues
- Labour force issues

## Strategies

### A

Improve freight efficiency in the engine industries of Agriculture and Mining

### B

Encourage investment, increased productivity and value adding

### C

Invest in people, skills, community and lifestyle to address the Region's skills gap

### D

Diversify the economy through emerging industry sectors



## A. Improve freight efficiency in the engine industries of Agriculture and Mining

The Upper North West Region exports an exceptionally high volume of output. The output includes: coal (more than 35 million tonnes per annum) which is likely to increase to around 50 million tonnes per annum when the Vickery South mine comes online; grains, pulses, cotton<sup>11</sup> and oilseeds (nearly 3 million tonnes per annum); livestock and livestock products; fruit, nuts and vegetables; and processed and manufactured products (both food and non-food). Moree Plains Shire is the largest exporter of bulk agricultural commodities in the broader New England North West region, with Narrabri Shire being the largest exporter of containerised freight.

The Region is highly dependent on road and rail transport, with significant inter- and intra-regional truck and rail freight movements. Due to both the volume of commodities produced and the distance from processing plants, ports and domestic markets, freight is a major cost for producers.



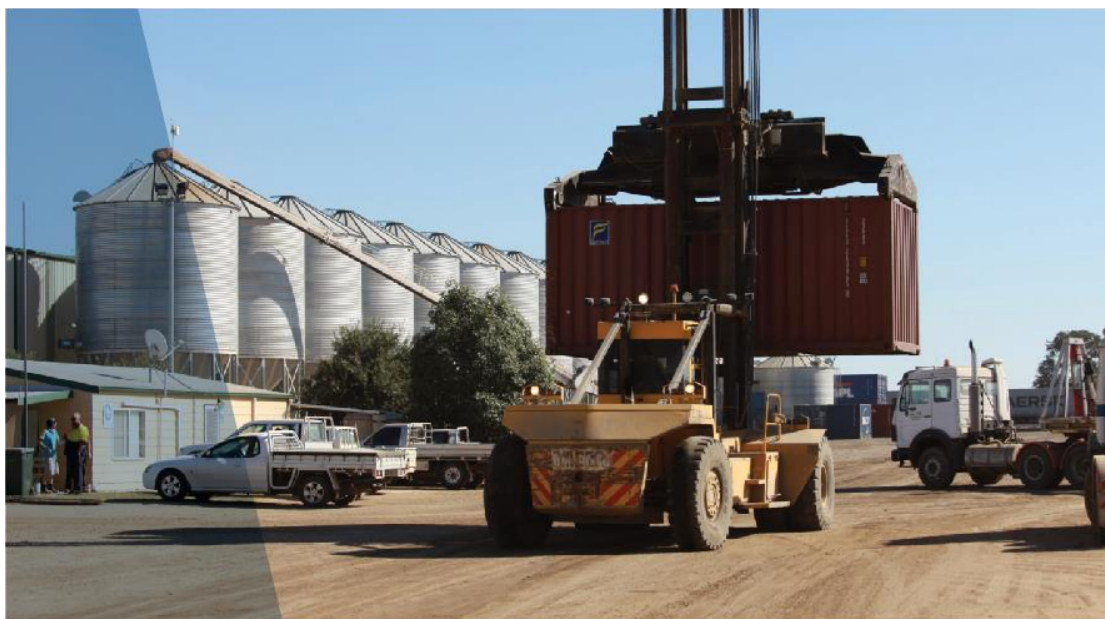
Improving freight efficiency would increase productivity and profitability; this can be achieved by increasing the connectivity of road and rail infrastructure, reducing travelling times and enabling the use of larger trucks and longer and heavier trains.

### Key initiatives:

- upgrade key roads to improve inter and intra-region connectivity, provide all-weather access and enable use of high mass limit and high productivity vehicles (HML/HPV) for freight transport
- upgrade and extend the freight rail network; and ensure full and efficient connectivity to the proposed Inland Rail line

### Key infrastructure priorities:

- Roads
  - upgrade (including sealing, alignments, raising road height above flood levels) key freight routes and feeder roads
  - remove pinch points, including load limited bridges and culverts and intersections that cannot be navigated by large truck
  - improve truck access to and within the key industrial areas and grain receipt sites. This includes the Narrabri and Moree transport and logistics hubs, the GrainCorp receipt site in Narrabri and the new industrial area in Inverell
- Rail
  - upgrade the Mungindi branch line between Turravan and Narrabri to ensure full connectivity (for the long, heavy trains) between the Hunter Coal Chain network and the Inland Rail
  - extend rail infrastructure (spurs, sidings and loops) to ensure full connectivity between the existing rail infrastructure (including the lines servicing the transport and logistics hubs in Narrabri and Moree) and the Inland Rail line
  - continue to upgrade the Walgett, Pokataroo and Moree to Weemalah branch lines to remove load and speed restrictions
  - re-open the section of the Mungindi branch line between Weemalah and Mungindi to provide rail access to crops produced in the Mungindi area and across the border in southern Queensland



## B. Encourage investment, increased productivity and value adding

With the high value of the Region's output, small increases in productivity will translate into significant economic returns. This core strategy focuses on providing a framework that will facilitate productivity gains in the key engine industries of Mining and Agriculture, and also encourage new investment by existing producers and businesses and external organisations.

### Key initiatives:

- provide a positive, supportive environment to facilitate industry and business growth and development, including providing a positive regulatory environment
- improve telecommunications infrastructure and services within the Region to enhance connectivity, enable the adoption of new technologies and systems, and improve access to information, education, services and markets
- retain air services (by ensuring services remain regulated and by continuing to upgrade airports)
- support the agricultural sector to improve productivity, build resilience and reduce risk
- position and promote the Region as a location of choice for investment and businesses

### Key infrastructure priorities:

- improve telecommunications infrastructure, including additional mobile phone towers
- provide high speed internet services (fibre to the premise) to the industrial precincts
- upgrade and maintaining airport infrastructure to ensure retention of services
- construct the Mole River Dam (if feasible)



## C. Invest in people, skills, community and lifestyle to address the Region's skills gap

Retaining existing and attracting new businesses and residents is essential, both for increasing the size and capacity of the Region's workforce and for driving growth. Access to labour is an issue faced by all industry sectors across the Region as producers, businesses and service providers struggle to attract and retain staff, particularly those who are skilled or semi-skilled.

This core strategy will target workers looking to move from other regions and also workers who may want to move away from the Region. Workers making location decisions (whether that is to move to the Region or move away) consider a range of factors, including the attractiveness, amenity and appeal of the area, access to facilities and services (including retail, medical and health, education, child care, telecommunications), suitable and affordable housing, employment prospects, and the vibrancy and inclusiveness of the community.

At present, some of the communities in the Region are not meeting these requirements.

Ensuring that the Region is an attractive place to live, work, and visit, and has the facilities and services needed, is part of the foundation for the Region's economic growth.

### Key initiatives:

- define and assess labour force needs – work with Regional Development Australia, Government agencies, and key stakeholders to identify the labour force, skills gaps and training requirements in the Upper North West Region and formulate a work force strategy

- ensure that vocation training programs and training facilities are aligned with existing and likely future needs of the Region
- improve and expand education, health and other services throughout the Region to tackle the access to quality education (issue identified in community consultation). For example, the recent establishment of a Country Universities Centre in the Region, with a campus in Moree and Narrabri
- enhance the appeal and liveability of the Region through ongoing improvements to the presentation of the towns and villages and improving and expanding the Region's sporting, recreational and cultural facilities to retain residents
- position and promote the Region as an attractive location to live and work in order to address the skilled labour gap

### Key infrastructure priorities:

- substantially refurbish and expand the Moree Hospital and developing the Moree Medical Centre
- establish mental health facilities, including secure hospital beds
- invest in key sporting, recreation and cultural facilities (e.g. Moree Water Park, Moree Civic Hall, Copeton Dam)
- Develop the Moree Sports, Health, Arts and Education Academy (SHAE)





## D. Diversify the economy through emerging industry sectors

The Region is highly dependent on agricultural and mining businesses. Emerging industries such as tourism, renewable energy production, manufacturing and processing and coal-seam gas can leverage the Region's endowments and provide opportunities to diversify the regional economy. These sectors can provide revenue that is not dependent on agriculture and coal mining, improving cash flow in the local communities, and making the economy resilient to 'shocks'.

They also can provide diversified employment opportunities. As such, it is important that these industry sectors are supported.

### Key initiatives:

- continue to strengthen and grow the Region's tourism industry through product and infrastructure development, building the events sector and marketing and promotion

- encourage and support the growth of the renewable energy sector by supporting enterprise to source land, help manage community concerns, and advocate for the upgrading of transmission capacity
- leverage the coal seam gas sector (if CSG extraction is approved) to attract gas-dependent activities. This will diversify the economy on the back of engine industries
- support the growth of manufacturing and processing

### Key infrastructure priorities:

- upgrade and develop tourist attractions and assets including the Moree Water Park, the Living Classroom, Cranky Rock Reserve, Copeton Dam mountain bike trails and Yarrie Lake
- improve conference, meeting and event venues, including the Moree Civic Hall
- augment the electricity transmission infrastructure to enable renewable energy generators to connect to the grid

Enablers	Strategies and key actions			
	Improve freight efficiency for the engine industries of Agriculture and Mining	Encourage investment, increased productivity and value adding	Invest in people, skills, community and lifestyle to address the Region's skills gap	Diversify the economy through emerging industry sectors
Infrastructure	<ul style="list-style-type: none"> <li>Upgrade (including sealing, alignments, raising road height above flood levels etc.) key freight routes and feeder roads</li> <li>Remove pinch points (load limited bridges and culverts and intersections that cannot be navigated by large trucks)</li> <li>Improve truck access to and within the key industrial areas and grain receipt sites</li> <li>Upgrade the Mungindi branch line to ensure full connectivity between the Hunter Coal Chain network and the Inland Rail</li> <li>Extend existing rail infrastructure (spurs, sidings and loops) to ensure full connectivity with Inland Rail line</li> <li>Progressively upgrade the branch lines to remove load and speed restrictions</li> <li>Re-open the section of the Mungindi branch line between Weemelah and Mungindi to provide rail access to crops produced in the Mungindi area and across the border in southern Queensland</li> </ul>	<ul style="list-style-type: none"> <li>Improve telecommunications infrastructure, including additional mobile phone towers</li> <li>Extend and augment the utilities infrastructure to enable the expansion of and development within key</li> <li>Industrial estates/transport and logistics hubs</li> <li>Provide high-speed internet services (fibre to the premise) to the industrial precincts</li> <li>Upgrade and maintain airport infrastructure to ensure retention of RPT services</li> <li>Construct the Mole River Dam (if feasible)</li> </ul>	<ul style="list-style-type: none"> <li>Substantially refurbish and expand the Moree Hospital, and develop the Moree Medical Centre</li> <li>Establish of mental health facilities, including secure hospital beds</li> <li>Invest in town and village upgrades</li> <li>Invest in key sporting, recreation and cultural facilities</li> </ul>	<ul style="list-style-type: none"> <li>Upgrade and develop tourist attractions and assets including the Moree Water Park, the Living Classroom, Cranky Lake</li> <li>Rock Reserve, Copeton Dam mountain bike trails and Yarrie Lake</li> <li>Improve conference, meeting and event venues</li> <li>Augment the electricity transmission infrastructure to enable renewable energy generators to connect to the grid</li> </ul>

Strategies and key actions				
Enablers	Improve freight efficiency for the engine industries of Agriculture and Mining	Encourage investment, increased productivity and value adding	Invest in people, skills, community and lifestyle to address the Region's skills gap	Diversify the economy through emerging industry sectors
		<ul style="list-style-type: none"> <li>Support retention of RPT services through regulation</li> <li>Provide a positive, supportive environment (including regulatory) to facilitate industry and business growth and development</li> <li>Leverage opportunities to value-add and to capitalise on major proposed construction projects</li> </ul>	<ul style="list-style-type: none"> <li>Improve and expand education, health and other services throughout the Region</li> <li>Explore opportunities to bring on more housing and greater variety of housing choice to address housing shortages</li> </ul>	<ul style="list-style-type: none"> <li>Encourage and support the growth of the renewable energy sector</li> <li>Support the growth of manufacturing and processing</li> <li>Leverage the coal seam gas sector approved to attract gas-dependent activities</li> </ul>
	People and skills	<ul style="list-style-type: none"> <li>In support of the NBN roll-out, organise forums to brief and educate residents and businesses about the NBN connection process and opportunities</li> </ul>	<ul style="list-style-type: none"> <li>Focus on building the size and capacity of the regional workforce</li> </ul>	
	Marketing and promotion	<ul style="list-style-type: none"> <li>Promote Narrabri and Moree as key hubs on the Inland Rail route</li> </ul>	<ul style="list-style-type: none"> <li>Position and promote the Region as an attractive location to live, work and visit</li> </ul>	<ul style="list-style-type: none"> <li>Continue to strengthen and grow the Region's tourism industry through marketing and promotion</li> </ul>

The actions in bold have been assessed as being most significant for economic development.



# Implementation

A more detailed action plan and list of infrastructure priorities that are consistent with the Strategy is included in the *Upper North West Regional Economic Development Strategy 2018–2022: Supporting Analysis*

The councils are the key institutions in respect to implementing this Strategy. Even so, responsibility to implement actions within this Strategy does not lie with the councils alone and requires other key organisations to drive specific actions. The councils will work closely with the business community and other private, public and community stakeholders to ensure the successful implementation of this Strategy.

While the councils are the custodian of the Strategy and the primary stakeholders, the State and Federal Government agencies, local institutions, businesses and the broader community each have a role to play in its implementation.

The Strategy is a living document. The councils will work closely with other stakeholders to review the action plan and, by applying the Strategy's framework, identify new actions that progress towards the vision. Near the end of the period of the Strategy, the councils will begin the process of updating or refreshing the Strategy.



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Photography courtesy of the councils of Moree Plains, Narrabri, Gwydir and Inverell shires.





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## 2022 UPPER NORTH WEST REDS UPDATE SUBMISSION RESPONSE

- **What major State, Federal or local initiatives have contributed to progress against strategies and key actions? Please include any available links to further supporting information or data. (max. 400 words)**

1. Council have led the development of the Northern NSW Inland Port (N2IP). Positioned on 374 hectares, the Council driven hub is destined to be the premier manufacturing, industrial and logistics site in Northern NSW and is set to create over 2,000 ongoing jobs.

In October 2020, a \$7.8 million investment in the Northern NSW Inland Port was announced by the Federal Government as part of the 2021 budget. This is in addition to \$16.8 million received from the NSW Government in September 2021, that will fund the activation of the N2IP site. The \$7.8 million, will be utilised to construct an 1800m rail siding with slip road infrastructure at the N2IP site. This infrastructure will facilitate rail loading and storage.

Further information in relation to N2IP is available via:

<https://www.n2ip.com.au/>

2. Narrabri has been announced as a Special Activation Precinct (SAP) investigation area in November 2020. The master planning process for Narrabri is currently underway by Department Planning, Industry and Environment (DPIE)

The precinct will leverage key infrastructure such as the Inland Rail, the Narrabri West Walgett Railway line and the proposed Narrabri Industrial and Logistics Hub (N2IP) to give industry export access to domestic and global supply chains and markets.

Further information in relation to the Narrabri SAP is available via:

<https://www.nsw.gov.au/snowy-hydro-legacy-fund/special-activation-precincts/narrabri>

3. Narrabri Shire Council has been awarded an estimated \$112M in grant funding from State and Federal Governments from 2016 to 2022. Notably, the following projects have aligned and contributed towards progress against the Upper North West REDS.

Interface Improvement Program, Resources for Regions, Fixing Local Roads, Local Roads and Community Infrastructure, Fixing Country Bridges, Roads of Strategic Importance, Building Better Regions, Drought communities fund, Regional Airport Program – Various transport and community infrastructure projects. Bushfire Local Economic Recovery Fund – The Exchange Business Activator Project, NSW Festival of Place





– Narra-bright, Murray Darling Basin Economic Development Program – Business Improvement Program, Growing Local Economies – N2IP development.

- **Are there specific strategies and actions that have not progressed significantly? What have been the major barrier(s) to progress? (max. 200 words)**

4. Workforce strategy has not been developed. To Council's knowledge, no entity has taken project lead on strategy development for region. The availability of funding for study should also be considered.
5. Qualified staff, skilled and unskilled labor shortages impede growth in all industries in Narrabri Shire due to various factors including decreased migration throughout COVID-19, lack of public amenities, housing and childcare in Narrabri region have been barriers to attracting new workers and families to region.
6. Local challenges around 'developable' and suitably serviced commercial and residential land availability.
7. COVID-19 has impeded growth of RPT services in the Narrabri Shire. Narrabri Shire Council has recently upgraded airport apron facilities to ensure retention and growth of service.
8. Council has observed delays in renewable energy developments within the Shire, due to lack of commercial investment decision making. Energy network capacity constraints on existing electricity transmission infrastructure, create barriers for investment and has restricted potential growth of industry.
9. Regional telecommunication deficiencies continue to impede productivity in Narrabri Shire. Continued advocacy for federal and state government funding for infrastructure, in addition rebates and financial support for connections, education surrounding telecommunication options would increase access to services.

- **Do you consider that there have been any major changes in the key economic endowments identified for your region in the 2018 REDS. (max 300 words.)**

10. Council has observed no significant changes in the key economic endowments as identified in 2018 Upper Northwest REDS. Council has observed implementation of strategy and developments that leverage these endowments. These include:
  - i. Improvements and upgrades to rail and road transport networks, construction of Inland Rail has commenced.
  - ii. establishment of N2IP afforded Narrabri a commercial and industrial precinct to leverage opportunities from the Narrabri Gas Project.





- **Have there been major changes in the industry specialisations in your region since 2018? For example, has a major industry experienced growth, decline or changes that have resulted in its local importance changing significantly? Similarly, have there been any major business departures or arrivals in your region? (max. 300 words)**

Council has observed several changes and developments in industry specialisations since 2018 as outlined below.

11. Narrabri Gas Project- In November 2020, the Australian Government approved the Narrabri Gas Project. Through the SAP process it is anticipated that energy-intensive industries and manufacturers, such as plastics, fertilisers and construction material producers will be able to confidently set up in Narrabri with access to commercial quantities of domestic gas, enabled by the Narrabri Gas Project.
12. Australian Recycled Plastics (ARP) has established in Narrabri as a commercially viable enterprise. The recycling facility produces plastic flakes from PET and HTPD bottles. The plastic flake is exported domestically and internationally for remanufacture.
13. IA Watson Research Institute, in conjunction with the University of Sydney Plant Breeding Institute are undertaking \$20 million facility upgrade for broadacre cropping research. Cotton Seed Distributors (CSD) recently completed a \$90 million facility upgrade in Wee Waa.
14. Increased capacity of existing businesses and establishment of new businesses in Shire to support major industries in area, notably including Bunnings, Arrow Commodities, Alfabs Hire, Coates, GFS Engineering, WTC Group PTY LTD, Specialised Civil Services, Crockweld, Northwest Ag and Diesel, Sierratek. Redevelopments of Tourist Hotel, Wilga Hotel, Narrabri Golf Club and RSL Club.
15. Establishment of Australian Wildlife Conservancy project, Black Snake Distillery, North West Helicopters and Wee Waa Community Arts and Cultural Centre provide value adding opportunities for tourism industry locally.
16. The departure of Target in Narrabri in March 2021, has created a gap in local retail sector, limiting access to affordable essentials such as clothing, baby and household goods for residents of Narrabri and surrounds. The withdrawal has caused further economic leakage, as residents' resort to travelling to other regional centres or online shopping for basics.

- **How have major economic shocks (e.g. drought, bushfire, flood, COVID-19) impacted your local economy since 2018? Which industries and endowments have been most impacted? o Please include any data or evidence you have at hand about how your local economy has changed as a result of these shocks. (max. 600 words).**





17. Drought has caused the greatest impact to Narrabri Shire economy since 2018. The agriculture industry in Narrabri Shire has endured the largest negative economic impact, with decline in output, regional exports, local sales and expenditure from 2018 to 2021. Agriculture is Narrabri Shire's key propulsive sector affording employment, value add, regional exports and highest backward linkages to local economy. (REMPPLAN)

Effects from economic downturn in agriculture industry have been felt throughout retail, professional services, trades, and hospitality sectors locally as observed in feedback received through Council's recent business surveys. Furthermore, 90% of survey participants indicated the economic performance of local agricultural sector is important to their business performance.

18. Access to water underpins productivity in both the agriculture and mining industries within Narrabri Shire. Limited water availability within basin triggered record high water trading prices during drought period.
19. COVID-19 had a both negative and positive impacts on the local economy following the introduction of social lockdown measures. Notably, several retailers (particularly household, children and personal goods) observed record sales periods throughout 2020 and 2021, due to restricted trading and travel movements disabling regional economic leakage, global supply chain shortages and freight delays impacting consumer confidence in online shopping. Additionally, Council observed many local small businesses strengthened digital presence including online stores, diversified services, products, and pivoted business models to provide click and collect services, delivery to reduce severity of impacts from pandemic restrictions.
20. In addition to drought conditions easing, record high commodity prices, particularly wheat, cotton, cattle and coal have assisted resource and agriculture sectors throughout pandemic. Government support and financial assistance has supported businesses impacted by public health orders during the pandemic and to support business confidence and growth.

Adversely, local labour shortages, global supply chain shortages and freight delays have impeded local economy's ability to capitalise on commodity prices, major projects, and favourable agricultural conditions due to lack of resource availability. This is particularly pertinent in agriculture, mining, hospitality and building and construction industries.

21. The tourism industry overall saw a negative impact from COVID-19 with output declining to \$40.452 million in 2021, from \$63.076 million in 2019. (REMPPLAN).
22. In the Narrabri Shire, flooding is a primary environmental impact. Narrabri and surrounding villages are effectively positioned on a floodplain which is subject to regular inundation, this often impacts local agricultural industry, transport and community infrastructure causing negative economic impacts.

Whilst flooding is a major impediment to economy and development, the impacts of flooding are well understood and accepted by the local community and industry, and there is a good understanding and acceptance of the associated risks. Council has developed a range of successful partnerships with respect to the preparation and delivery of a range of floodplain planning and management programs.



- **Considering recent shocks as well as broader social, environmental and economic trends impacting your region, how confident are you in the economic resilience of your local industries? (max. 350 words).**

23. Council is confident in the economic resilience of the economy in general, business and industry specifically. Extenuating circumstances such as floods, droughts, mouse plagues and COVID-19 diminish the economic fabric of the community. Council will continue to actively engage with local business and community, to identify and support opportunities for growth and diversification. Further, Council believes the economic resilience of our local community will be achieved through policy, incentives, regulatory control and education and we will work with all levels of Government and Departments to strengthen the overall business community.

- **Suggested changes to current REDS priorities**  
**Please review the strategic priorities identified in the 2018 REDS for your region. Would you: Recommend the addition of new priorities as part of the 2022 REDS Update (up to 3)?** o Yes, I have a new priority/priorities to suggest (max. 400 words)

24. Strategy B. Council notes the development surrounding N2IP since 2018 Upper Northwest REDS. Promotion and development of Northern NSW Inland Port (N2IP) as a key industrial and logistics hub is a priority of Narrabri Shire as outlined in 2022- 2026 Draft Delivery Plan.

Action 3.2.1.1 - Actively promote the opportunities of the Northern NSW Inland Port (N2IP)

Action 3.2.1.2- Develop scope of works for future infrastructure demands at the Northern NSW Inland Port (N2IP) site (transport, telecommunications, water and sewer)

Action 3.2.1.3 - Pursue economic diversification through the development of the Northern NSW Inland Port (N2IP) and supporting the attraction of manufacturing, recycling, transport logistics and agribusiness.

Key infrastructure priorities in 2022 Update should include development and delivery of infrastructure for N2IP site.

25. Strategy C. Council notes key infrastructure priorities as listed in 2018 REDS. Key infrastructure priorities in 2022 update should include the following:

- Existing priorities listed in 2018 REDS included Invest in key sporting, recreation, and cultural facilities – include Narrabri Tourism Hub, and Wee Waa community arts and cultural centre in example projects listed.



26. Strategy D. Council notes key infrastructure priorities as listed in 2018 REDS. Key infrastructure priorities in 2022 update should include the following

- i. Upgrade and develop tourist attractions - include Narrabri Tourism Hub, Narrabri Old Goal, Dripping Rock, Wee Waa community arts and cultural centre.

- **Recommend that any of the strategic priorities from the 2018 REDS no longer be identified as a priority for future economic development? (max. 200 words)**

27. Supporting NBN rollout.

28. Upgrade to Mungindi branch line between Narrabri and Turrawan for Inland Rail – currently being upgraded. <https://proj.artc.com.au/narrabriturrawan/#:~:text=The%20Narrabri%20to%20Turrawan%20Line,Inland%20Rail%20at%20Narrabri%20North.>

#### **Aboriginal inclusion in regional economic development**

- **How are Aboriginal communities involved in economic development in your area? Are there key initiatives or strategies/priorities that are being pursued to develop jobs and growth to benefit Aboriginal people and businesses? (max. 350 words)**

29. Council actively supports Aboriginal economic development outcomes for people and businesses located within Narrabri Shire through promotion, provision of programs and bespoke support provided to identified businesses.

Additionally, Council engages with and promotes activities provided through other government agencies who provide specialist support services for Aboriginal businesses, such as ATO and Indigenous Business Australia. During NSW DPIE Special Activation Precinct master planning process, an Aboriginal Enquiry by Design workshop was held, identifying key priorities that benefit Aboriginal people and businesses in the SAP. Major projects, such as Inland Rail have outlined Aboriginal inclusion targets for preferred contractors, supporting Aboriginal economic development in local area.



- **Please identify up to three important economic development priorities for Aboriginal communities in your region? (max. 150 words)**

30. The Narrabri Shire falls within the traditional lands of the Kamilaroi people. The region has substantial potential to establish an Indigenous tourism industry, being located centrally to significant aboriginal cultural and heritage sites including Deriah, The Sandstone Caves, Salt Caves and Aloes, Cooloolobindi / Gin's Leap, Tulladunna Reserve and State Heritage Register listed, Waterloo Creek. Further collaboration, engagement, and support to Aboriginal community to assess culturally appropriate activities and business cases should be investigated and encouraged.
31. Additionally, an Aboriginal Cultural centre has been identified as priority for several community groups and organisations throughout previous Council community consultation and engagement.
32. Establishment of new Aboriginal owned businesses in the Narrabri Shire is a key economic development priority, to create further economic and employment opportunities for indigenous people.



# **Reflect Reconciliation Action Plan**

**Narrabri Shire Council 2016 - 2017**







Connections (Yulaa) a stone sculpture by Broken Hill artist Badger Bates featuring  
Hunter Robinson Photo by D.Trudgeon NPWS

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## *Message from The Mayor*

It is with great pleasure I present Narrabri Shire Council's Reconciliation Action Plan 2015.

The Narrabri Shire has a rich history of culture and Council is stepping toward endeavours to unite the Community in preserving the unique heritage and celebrating our community diversities.

This RAP is not just about words but measurable outcomes to be achieved and actions to undertaken by Council. The first Narrabri Shire Council RAP will be the foundations to future progression of the fundamental relationship between Council and the Local Aboriginal and Torres Strait Community.

Council in conjunction with Reconciliation Australia has developed a RAP that we can be proud of as we work together to promote the recognition of reconciliation throughout our Shire.

Cr Conrad Bolton  
**MAYOR**





## *Message from the RAP Champion*

The Narrabri Shire Council RAP is the first step in creating and strengthening relationships with the Traditional Custodians of the land.

The RAP will provide the platform to develop future partnerships and projects that will assist Council and Aboriginal and Torres Strait Islander peoples to actively work and walk together.

I am honoured to accept the role of Champion for Narrabri Shire Council's first Reconciliation Action Plan. As Champion of this RAP I will guide and implement Council's commitment to engage with local Aboriginal and Torres Strait Islander Communities through, Relationships, Respect and Opportunities.

It is with great pleasure that I present Narrabri Shire Council's Reconciliation Action Plan, the foundations for the future.

Stewart Todd  
**GENERAL MANAGER CHAMPION**





## *About The Reflect RAP*

The Reconciliation Action plan (RAP) is about organisations from every sector turning good intentions into real actions and rising to the challenge of reconciling Australia. A Reconciliation Action Plan is a business plan that uses an holistic approach to create meaningful relationships, enhanced respect and promote sustainable opportunities for Aboriginal and Torres Strait Islander Australians.

The RAP program includes four types of RAP's each offering a different level of engagement and support. In developing a Reflect RAP, our organisation commits to completing the following actions over the next 12 months to ensure we are well positioned to implement effective and mutually beneficial initiatives as part of future Reconciliation Action plans. Our future RAP's will identify relationships, respect and opportunities actions specific to our business and our sphere of influence.

This Reflect RAP will allow our organisation to focus on building relationships both internally and externally, and raise awareness with our stakeholders to ensure there is shared understanding and ownership of our RAP within our organisation. Development of our future RAP's will involve consultation with staff across our organisation including Aboriginal and Torres Strait Islander Staff and/or stakeholder to achieve our vision for reconciliation.

## *Our Vision*

We wish to recognise the generations of the Traditional Owners of the Gomeroi Nation who have lived in and derived their physical and spiritual needs from the forests, rivers, lakes and streams of this beautiful land over many thousands of years as the Custodians of these lands.

The Council recognises the valuable contribution to the Narrabri Shire made by Aboriginal and Torres Strait Islander peoples and looks forward to a future of mutual respect and harmony. In doing so, we acknowledge that Aboriginal and Torres Strait Islander cultures continue to strengthen and enrich our community.

***We are committed to walking together on this land,  
we commit ourselves to reconcile and build a better relationship  
so that we can constitute a united region, respect the land,  
valuing Aboriginal and Torres Strait Islander heritage and  
providing justice and equity for all***



## *Our Business*

Narrabri Shire recognises itself as “The Heart of the North West” in NSW, and our Shire boundaries encompass part of the large food bowl of Western NSW. Narrabri Shire has a resident population of over 14,000 people across 13,065 square kilometres. Of that population the people that identify as being an Aboriginal and/or Torres Strait Islander person represents 9.6% of the Narrabri Shire population as per the 2006 statistics, which has significantly increased in the recent years.

Narrabri Shire Council (Council) is the Governing Body that is responsible for providing infrastructure and facilities throughout the Local Government area. The Local Government area consists of the towns Wee Waa and Boggabri and the villages of Baan Baa, Bellata, Edgeroi, Gwabegar and Pilliga.

Narrabri Shire Council consists of a Local Government Body of 12 elected Councillors which in their delegated authority, make decisions in relation to the future development of the Shire as representatives of the community. The General Manager and Senior staff of the Narrabri Shire Council provides the framework to ensure that demands of an ever growing Shire are met and continue to grow into the future.

Narrabri Shire Council employs 150 people throughout the Shire to work within the different communities throughout the Shire. There are no current mechanisms within the Narrabri Shire Council recruitment process to capture baseline data as to the number of Aboriginal and/or Torres Strait Islander persons who are employed. Within the Reflect RAP, Council will initiate processes to capture employee this data to use to further develop employment opportunities.

Narrabri Shire Council has a responsibility to respond to the needs of Traditional Owners and the broader needs of the Aboriginal and Torres Strait Islander population who reside, study, work and visit.



## *Narrabri Shire Council RAP*

In conjunction with the Narrabri Shire Council and the local Aboriginal Torres Strait Islander Community, the RAP was created to identify the direction Council will take to engage and build strong relationships with local Aboriginal and Torres Strait Islander peoples and communities. The objectives of the RAP are the responsibility of all staff members.

Craig Trindall approached Narrabri Shire Council to propose the development of a Narrabri Shire Council Reconciliation Action Plan. Council staff began to conduct workshops with Craig Trindall in the development of a draft RAP based on the Reconciliation Australia templates. Craig has been key in beginning this process and sharing his knowledge and understanding of the local Aboriginal and Torres Strait Islander community.

Narrabri Shire Council advertised for Aboriginal and Torres Strait Islander persons and community representatives to engage with Council in relation to the further development of the draft RAP to create a forum of representatives from our local area.

A meeting was held with Aboriginal and Torres Strait Islander representatives to highlight the main issues relating to the commitment of Council to the Community. The community members that attended identified the need to support employment opportunities and forming solid relationships of respect between Council and the Local Aboriginal and Torres Strait Islander peoples in respect to all activities undertaken by Council. Those who attended the meeting were extended an invitation to form a Working Group for the development of the Narrabri Shire Council Reconciliation Action Plan.

The members of the Working Group for the RAP are:

Stewart Todd	(Champion) General Manager
Craig Trindall	Aboriginal and Torres Strait Islander Community Representative
Pam Smith	Aboriginal and Torres Strait Islander Community Representative
Brenda Trindall	Aboriginal and Torres Strait Islander Community Representative
Cora Smith	Aboriginal and Torres Strait Islander Community Representative
Eddie Trindall	Aboriginal and Torres Strait Islander Community Representative
Joel Sampson	Community Representative
Cr Conrad Bolton	Narrabri Shire Council Mayor
Cr John Tough	Narrabri Shire Council Councillor
Penny Jobling	Narrabri Shire Council Tourism Manager
Andrew Thomas	Narrabri Shire Council GIS Officer
Allirra Wingfield	Aboriginal and Torres Strait Islander Narrabri Shire Council Administration Officer

All RAP Working Group members have made a commitment to remain part of the group for a period of twelve months which include the complete development of the RAP and the first complete review of the progress of the deliverable actions.



## *Narrabri Shire Council Initiatives*

In 2008, when the Narrabri Shire Council developed the Tourism Plan, under consultation with the Kamilaroi Elders, Narrabri Local Aboriginal Land Council and National Parks and Wildlife, it was identified the need for a "Sharing Stories" project. In 2011, dialogue commenced and a partnership was formed with the Kamilaroi People. The "Sharing Stories" project was proposed to record local Aboriginal and Torres Strait Islander people telling traditional stories as a visual record of the local culture and to display the stories in a touchscreen accessible to the public.

Since the first round of filming for the "Sharing Stories" project, eight stories are now available to view on the touch screen with filming being undertaken Kamilaroi Elders and the local youth of the Shire to expand the visual history. The Kamilaroi people have embraced this new technology as a platform to communicate their Indigenous message and are now encouraging more of the community to be involved. The "Sharing Stories" Touchscreen is located within Council's Visitors Information Centre and has been a point of interest for visitors and local community members alike.

From 2009-2011 Narrabri Shire Council engaged the local Aboriginal and Torres Strait Islander Communities in monthly 'Yarnups' to begin an open dialogue to hear the voices of the communities.

Through the 'Yarnup' meetings Narrabri Shire Council installed a flagpole to display the Aboriginal Flag at the Administration Building. This was launched during a Flag Raising Ceremony conducted during NAIDOC Week in 2009. This Flag Raising Ceremony became an Annual event for Council incorporating school students and local Aboriginal and Torres Strait Islander community members to participate during the ceremony to strengthen the engagement of the community in this celebration.

The 'Yarnup' meetings were the building blocks for the foundation in the development of the Narrabri Shire Council RAP.

In 2014, Narrabri Shire Council were Awarded the Local Government Aboriginal Network Partnership Award, in recognition of the partnership with the Kamilaroi people.



# Relationships

Action	Responsibility	Timeline	Deliverables
1. Establish a RAP working group to monitor and track the progress of the RAP.	Champion	February 2016	<ul style="list-style-type: none"> <li>RAP working group to monitor the progress of our RAP, comprising of Narrabri Shire Council Representatives and Aboriginal and Torres Strait Islander residents from the Shire.</li> </ul>
2. Increase participation and community visibility in local Aboriginal and Torres Strait Islander Community	Community Development Officer	December 2016	<ul style="list-style-type: none"> <li>Council to participate in a minimum of two Aboriginal and Torres Strait Islander community events.</li> </ul>
	Community Development Officer/ Tourism Manager	December 2016	<ul style="list-style-type: none"> <li>Council will actively engage with the Aboriginal and Torres Strait Islander communities to endorse and assist in promoting events and activities.</li> </ul>
3. Raise internal and external awareness of Council's commitment to Reconciliation and the RAP.	Human Resources Manager	December 2016	<ul style="list-style-type: none"> <li>Provide all new employees a RAP as part of our Induction process and upload the RAP onto Council's Intranet for all existing Council employees to access.</li> </ul>
	Director Corporate Services	July 2016	<ul style="list-style-type: none"> <li>Develop and implement a strategy to raise awareness of Council's commitment to reconciliation.</li> </ul>
	Champion	February 2017	<ul style="list-style-type: none"> <li>Encourage other Council's to develop a RAP.</li> </ul>



# Relationships

Action	Responsibility	Timeline	Deliverables
4. Celebrate National Reconciliation Week to build relationships with Aboriginal and Torres Strait Islander Peoples and the broader Australian Community	Director Corporate Services	27th May – 3rd June 2016	<ul style="list-style-type: none"> <li>Council will actively promote National Reconciliation Week within internal networks and to the public through Council's community service providers such as the libraries.</li> </ul>
	Director Corporate Services	May 2016	<ul style="list-style-type: none"> <li>Raise awareness of NRW by circulating Reconciliation Australia's NRW Toolkit to all Council employees.</li> </ul>
	Director Corporate Services	May 2016	<ul style="list-style-type: none"> <li>Organise at least one internal event to recognise and celebrate NRW each year.</li> </ul>
	Director Corporate Services	May 2016	<ul style="list-style-type: none"> <li>Register all Council NRW events on Reconciliation Australia's website to capture participation.</li> </ul>
	Director Corporate Services	May 2016	<ul style="list-style-type: none"> <li>Extend NRW invitation to local Aboriginal and Torres Strait Islander organisations.</li> </ul>
5. Develop and Maintain external relationships with Aboriginal and Torres Strait Islander Peoples, Organisations and Communities	Director Corporate Services	July 2016	<ul style="list-style-type: none"> <li>Develop a list of Aboriginal and Torres Strait Islander organisations, stakeholders and Communities the Council can engage with to discuss potential future partnerships.</li> </ul>



# *Respect*

Action	Responsibility	Timeline	Deliverables
1. Raise internal understanding of Aboriginal and Torres Strait Islander cultural protocols.	Director Corporate Services	February 2017	<ul style="list-style-type: none"> <li>Develop, implement and communicate a cultural protocols document for Council.</li> </ul>
	Champion	May 2017	<ul style="list-style-type: none"> <li>Invite a Traditional Owner to provide a Welcome to Country at the opening of all significant external Council events.</li> </ul>
	Champion	July 2017	<ul style="list-style-type: none"> <li>An Acknowledgement to be Country will be conducted at the commencement of Ordinary Council meetings (and in the absence of a Welcome to Country at significant events).</li> </ul>
	Director Corporate Services	February 2017	<ul style="list-style-type: none"> <li>Develop and implement a plan to raise awareness and understanding of the meaning and significance of Country and Welcome to Country protocols (including local protocols).</li> </ul>
2. Investigate opportunities to increase Council employee's knowledge around Aboriginal and Torres Strait Islander cultures, histories and achievements.	Human Resources Manager	February 2017	<ul style="list-style-type: none"> <li>Develop a business case around Aboriginal and Torres Strait Islander cultural training for Council employees.</li> </ul>
	Human Resources Manager	February 2017	<ul style="list-style-type: none"> <li>Capture the baseline data of our employee's knowledge around Aboriginal and Torres Strait Islander cultures, histories and achievements to inform future cultural learning opportunities and strategies.</li> </ul>
	Human Resources Manager	February 2017	<ul style="list-style-type: none"> <li>Engage with external Aboriginal and/or Torres Strait Islander agencies/consultants to facilitate potential partnerships for cultural learning within Council.</li> </ul>

# *Respect*

Action	Responsibility	Timeline	Deliverables
3. Create a culturally welcoming and respectful environment for Aboriginal and Torres Strait Islander peoples.	Champion	February 2016	<ul style="list-style-type: none"> <li>Display the Aboriginal Flag outside the Narrabri Shire Council Administration Building.</li> </ul>
	Champion	February 2017	<ul style="list-style-type: none"> <li>Display and Acknowledgement of Country Plaque upon entry to the Council's Administration Building.</li> </ul>
	Director Corporate Services	December 2017	<ul style="list-style-type: none"> <li>Provide a template for staff to include an Acknowledgement to Country in employee signature blocks.</li> </ul>
4. Continue to celebrate Aboriginal and Torres Strait Islander cultures and achievements by participating in NAIDOC Week.	Director Corporate Services	July 2016	<ul style="list-style-type: none"> <li>Continue to organise a flag raising ceremony and morning tea for NAIDOC Week.</li> </ul>
	Champion	July 2016	<ul style="list-style-type: none"> <li>Encourage Council employees to participate in external NAIDOC Week events.</li> </ul>
	Champion/ Director Corporate Services	July 2016	<ul style="list-style-type: none"> <li>Partner with an Aboriginal and/or Torres Strait Islander organisation to host a NAIDOC Week event.</li> </ul>



# Opportunities

Action	Responsibility	Timeline	Deliverables
1. Explore opportunities to increase Aboriginal and Torres Strait Islander employment opportunities for Council.	Human Resources Manager	February 2017	<ul style="list-style-type: none"> <li>Capture baseline data on current Aboriginal and Torres Strait Islander employees relating to positions held, timeframe of employment, reasons for leaving Council, recruitment setbacks, to inform future developments.</li> </ul>
	Human Resources Manager	February 2017	<ul style="list-style-type: none"> <li>Council to actively explore opportunities that promote and encourage the capacity for increased Aboriginal and Torres Strait Islander participation in the local labour market through engagement with external agencies.</li> </ul>
	Human Resources Manager	February 2017	<ul style="list-style-type: none"> <li>Scope and develop a business case for Aboriginal and Torres Strait Islander employment within Council.</li> </ul>
2. Consider increasing supplier diversity opportunities for Council.	Director Corporate Services	July 2016	<ul style="list-style-type: none"> <li>Scope and develop a business case to increase supplier diversity within Council.</li> </ul>
	Procurement Officer/ Contracts and Systems Manager	February 2017	<ul style="list-style-type: none"> <li>Actively explore and identify opportunities for Local Aboriginal and Torres Strait Islander Businesses to compete for Council tenders by working with NSW Indigenous Chamber of Commerce and potential opportunities to advertise tenders on a broader network.</li> </ul>
	Director Corporate Services	February 2017	<ul style="list-style-type: none"> <li>Develop a reference list of Aboriginal and Torres Strait Islander suppliers and services and circulate to employees to purchase goods and services.</li> </ul>



# Opportunities

Action	Responsibility	Timeline	Deliverables
	Champion	February 2017	<ul style="list-style-type: none"> <li>Investigate possible suppliers of items that can be presented to the dignitaries of the Shire by engaging the local Aboriginal and Torres Strait Islander community as to potential artists willing to have their artwork produced.</li> </ul>
3. Explore other opportunities to support Council's commitment to reconciliation.	Tourism Manager	December 2016	<ul style="list-style-type: none"> <li>Promote and expand the Indigenous information touchscreen at the Visitors Information Centre.</li> </ul>
	Director Corporate Services	February 2017	<ul style="list-style-type: none"> <li>Provide information through the library services on the Central Northern Regional Library website through an Indigenous Links Portal. To provide links to general information, health, art, culture, family and history.</li> </ul>
	Library Manager	February 2017	<ul style="list-style-type: none"> <li>Explore opportunities to provide Aboriginal and Torres Strait Islander resources and publications (possible history items or health information links) to the local community through the library networks within the Shire.</li> </ul>
	RAP Committee	February 2017	<ul style="list-style-type: none"> <li>Explore and actively promote opportunities to celebrate:               <ul style="list-style-type: none"> <li>National Apology Day</li> <li>Harmony Day</li> <li>National Close The Gap Day</li> <li>National Sorry Day</li> <li>National Aboriginal &amp; Torres Strait Islander Children's Day.</li> </ul> </li> </ul>

# *Progress Tracking*

Action	Responsibility	Timeline	Deliverables
1. Build support to ensure our RAP is sustainable	Champion	July 2016	<ul style="list-style-type: none"><li>Define available resourcing for the identified deliverables within the our endorsed Reconciliation Action Plan</li></ul>
	Director Corporate Services	July 2016	<ul style="list-style-type: none"><li>Establish a system to capture Council's data to measure our progress and successes in relation to the Deliverables we have committed in our Reconciliation Action Plan</li></ul>



# Progress Tracking

Action	Responsibility	Timeline	Deliverables
2. Track and report on our progress and achievements	Director Corporate Services	September 2016	<ul style="list-style-type: none"> <li>Report on our progress by completing and submitting the RAP Impact Measurement Questionnaire to Reconciliation Australia</li> </ul>
	Director Corporate Services	September 2016	<ul style="list-style-type: none"> <li>Communicate the RAP progress and achievements to Council annually</li> </ul>
	Champion	December 2017	<ul style="list-style-type: none"> <li>Council will review, refresh and update Council's RAP based on past learning challenges and achievements</li> </ul>
	Champion	July 2018	<ul style="list-style-type: none"> <li>Send draft RAP to Reconciliation Australia for formal review feedback and endorsement</li> </ul>



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Indigenous Law Centre  
UNSW Law

12 April 2022

Dear Mayor, Councillors, General Manager, and staff

**RE: Uluru Statement from the Heart and Narrabri Shire Council**

I write to invite your direct response to the Uluru Statement from the Heart.

Several NSW Councils have recently adopted the Statement's principles of 'Voice.Treaty.Truth' through their Council Chambers. These include Lithgow Council, Byron Bay Council, and Innerwest Council. This is appreciated by the senior leadership of the Uluru Statement.

We invite your Council to also consider your position on these important principles. In particular, we seek support for a constitutionally enshrined Voice to Parliament that helps establish a Makarrata Commission for treaties and truth-telling.

It was the 26th May 2017 when the invitation of the Uluru Statement from the Heart was issued to all Australians, following extensive consultation with First Nations around Australia. For more detailed information about the processes that led to the formation of the Statement, please go to [ulurustatement.org](http://ulurustatement.org). You are welcome to circulate and promote our website and resources, as well as use any of the information for your Council processes of deliberation.

We are also aware of the opportunity to consider the Uluru Statement from the Heart at the upcoming Australian Local Government conference in May. If asked by you, we are here to help your Council take a strong position of support at this forum.

We are also available for direct briefings with your Council. You can arrange this by contacting Ms Jodie Yuyun at [j.yuyun@unsw.edu.au](mailto:j.yuyun@unsw.edu.au)

Thank you for your consideration on this important nation-building project. We look forward to your response.

Yours sincerely  
Megan Davis / Pat Anderson AO

Prof. Megan Davis BA LLB  
GDLP LLM PHD  
Co-Chair Uluru Dialogue

Aunty Pat Anderson AO  
Co-Chair Uluru Dialogue



# The Uluru Statement from the Heart

## Supporter Kit



Led by the Uluru Dialogue  
Supported by the Indigenous Law Centre at UNSW  
Sydney



[UluruStatement.org](https://UluruStatement.org)



@UluruStatement



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## Walk with us to a better Australia

The Uluru Statement from the Heart is an invitation to the Australian people to work with First Nations people to create a better future. It is a gift: a strategic roadmap to peace, where First Nations peoples take a rightful place in our own land. It is a moment where all Australians can come together to realise our nation's true potential.

This roadmap, set out in the Uluru Statement, is Voice, Treaty and Truth. The path to a better Australia. But we need your voice to get there. We need you, your family, friends, organisations, and communities to rally together and to help us make this a reality. The time is now.

**We are calling on all Australians to walk with us in support of a Voice to Parliament enshrined in the Constitution.**

A First Nations Voice, protected by the Constitution, will mean that agreement-making and truth-telling can finally be done on equal terms. With Voice, we can begin the journey of *coming together after a struggle* – Makarrata.

We are the Uluru Dialogue. We are a group of First Nations people from across Australia that have the cultural responsibility for progressing the reforms called for in the Uluru Statement from the Heart. We are based at the UNSW Indigenous Law Centre (ILC), Australia's oldest and only Indigenous legal research unit, that has supported much of the foundational work that led to the Uluru Statement. Our work is grounded in the cultural authority and mandate of the Uluru Statement and is informed by the ILC's research on law reform.

Now, almost four years on from the issuing of the Uluru Statement to the Australian people, we are asking for your help. We've put together this Supporter Kit as part of a national education project on the first reform: **enshrining a Voice to Parliament in the Australian Constitution.**

We need you to lead conversations in your own community, through your networks, workplaces, into schools and around family dinner tables. We need you to use your voice, so that a First Nations Voice can be protected and listened to for generations to come. For our voices to be a fundamental part of the national story.

You can make a difference and you can make it now. It is we, the Australian people, who have the power to unlock the Australian Constitution. It is we, the Australian people, walking together, who can lead governments to take the necessary steps to enact lasting and meaningful change.

We need you to show the government and the parliament that the Australian people are ready to accept the invitation of the Uluru Statement to walk together to a better Australia. We can't wait any longer.

**We need you now. Lend us your Voice.**

**Aunty Pat Anderson AO, Professor Megan Davis & Roy Ah-See**  
Co-Chairs, Uluru Dialogue

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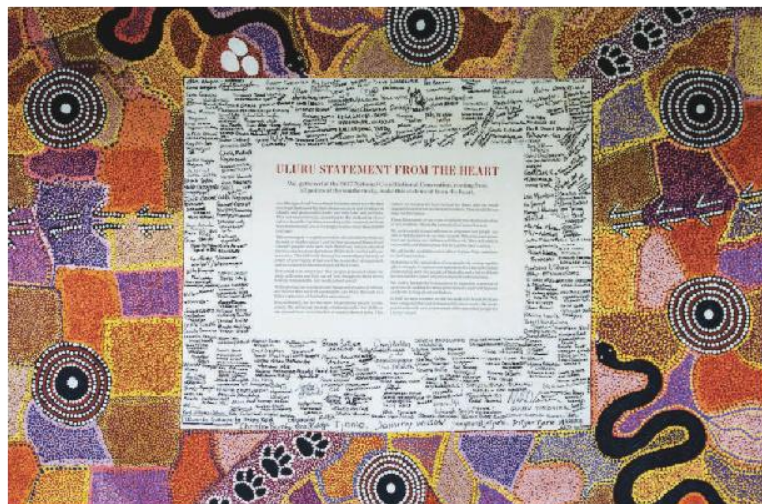


Image: The **Uluru Statement from the Heart**. Issued to the Australian people on 26 May 2017.

Front and Back: Uluru at the Uluru Climb Closure Ceremony, Jimmy-Widders Hunt.

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## Where are we now?

### 1200 First Nations People

In 2016-2017, over 1200 First Nations people participated in the first ever Indigenous designed and led deliberative process asking First Nations what meaningful constitutional recognition to them.

This historic process culminated in the adoption of the Uluru Statement from the Heart in May 2017, which makes clear there is one proposal for recognition that has consensus support: the constitutional enshrinement of a First Nations Voice.

### 9 Reports

Since 2010, no fewer than 9 reports have considered constitutional recognition of First Nations people.

In 2018, a Joint Select Committee concluded there was only one option for constitutional recognition that was viable: an Indigenous Voice to Parliament. The Committee said it must be designed first before a referendum. In 2020, the government started a co-design process. In January 2021, this process released an Interim Report for public consultation and is open for everyone to have their say.

### 94% of the Australian public

In 2020, 94% of the general community agreed it is important that Aboriginal and Torres Strait Islander people have a say in matters that affect them.

86% of the general community think it's important to establish a representative Indigenous body.

81% of the general community think it is important to protect that body within the constitution.

*Source: Reconciliation Australia – 2020 Barometer*

### \$160 million government commitment

At the 2019 federal election, the Liberal party took a commitment to pursue constitutional recognition to the federal election. Including:

*\$7.3 million to develop a proposal to take to a referendum*

*Budget allocation of \$160 million to hold a referendum, held 'once a model has been settled'.*

This policy stated that more work was needed on "what model we take to a referendum and what a Voice to Parliament would be".

Uluru Statement from the Heart Supporter Kit – [UluruStatement.org](https://UluruStatement.org)

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## Why we need your support

The Referendum Council recommended that a referendum be held as soon as practicable to enshrine a Voice to Parliament and commence the journey to Voice, Treaty and Truth. The Referendum Council was confident that the detail on a Voice would be worked out after a referendum supervised by the Australian parliament.

A 2018 parliamentary committee on the other hand recommended that there is more 'meat on the bones' of a Voice before can go to a referendum. Now, in 2021, the government's handpicked committee chosen to design the voice has released a report. It has asked the Australian people for their views. And following this report we believe there is plenty of information about what a Voice may look like and it is time for the government to put the Voice to the Australian people in a referendum.

The Minister of Indigenous Affairs Ken Wyatt banned consideration of Uluru through the Terms of Reference for the co-design groups. Minister Wyatt has sought to ignore First Nations and public support for constitutional enshrinement. The Interim Report avoids the issue by saying, incorrectly, that the line between Parliament and the Government is thin.

That's why we need you now!

**There is a real risk is that constitutional recognition will be separated from the idea of a First Nations Voice.** This risks the government putting in place a legislative Voice and pursuing a symbolic form of constitutional recognition that does not accord with the wishes of First Nations people themselves.

**The Morrison Government needs to hear NOW that constitutional enshrinement of a First Nations Voice has overwhelming support amongst the Australian voting public.**

Uluru Statement from the Heart Supporter Kit – [UluruStatement.org](https://UluruStatement.org)

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**This Supporters Kit gives you the tools to do that. It gives you practical actions you can take NOW.**



*In 1967 we were counted, in 2017 we seek to be heard. We leave base camp and start our trek across this vast country. We invite you to walk with us in a movement of the Australian people for a better future.*

**Uluru Statement from the Heart**, 26 May 2017.



## **YOUR CALL TO ACTION**

*We walked together in 1967. We are asking to walk together again.*

1. **Accept the invitation** at the official Uluru Dialogue website ([UluruStatement.org](https://UluruStatement.org)) by signing your support.
2. **Use this toolkit** to start and lead conversations with your friends and family and work colleagues.
3. **Make your support known** - share your support through your networks, online with our social media (@UluruStatement, #UluruStatement) and let your Federal, State and Local Government representatives know you support a referendum on a constitutionally protected First Nations Voice. Visit [UluruStatement.org](https://UluruStatement.org) for more information.

**Uluru Statement from the Heart** Supporter Kit – [UluruStatement.org](https://UluruStatement.org)

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### What does constitutional enshrinement mean?

Constitutional enshrinement **means constitutional protection** of the existence and primary functions of the Voice. It **does not mean constitutional entrenchment of the detail of the Voice**.

This detail will be determined by the Australian Parliament through legislation and can be changed to adapt to future circumstances.

Constitutional enshrinement of a Voice **will create a new constitutional body that informs the legislative process**.

**It is not a new constitutional "right"** that increases the power of judges, or a "third chamber" of Parliament.

### Why is constitutional enshrinement important?

Constitutional enshrinement of a First Nations Voice is **the only form of recognition that garnered the collective endorsement** of Aboriginal and Torres Strait Islander peoples themselves.

**Only through a constitutional referendum** will the Voice have the public legitimacy and authority it needs to make sure the government and Parliament will take its advice seriously.

Only constitutional enshrinement can **give the Voice the necessary stability and certainty** in its operation, free from the fear of abolition by one government to the next, while allowing for flexibility in design.

If the government doesn't take leadership on this issue, we, the Australian people, will lose the opportunity to achieve the wider objectives of constitutional recognition of First Nations, and lose the opportunity to say that we are a nation committed to developing and sustaining a respectful relationship with First Nations peoples.

4. Go see your local MP. Use this toolkit and take your submission. Discuss your support for a constitutionally enshrined Voice to Parliament.
5. Tell people about your support for a Voice to Parliament, enshrined in the Constitution! Add your support to your website and email signature (see **Appendix A** of this toolkit)
6. Follow our socials and share our posts (**Twitter, Instagram, Facebook**)
7. Make a donation (**here**)

 **@UluruStatement**

 **@UluruStatement**

 **@UluruStatement**

Uluru Statement from the Heart Supporter Kit – [UluruStatement.org](https://UluruStatement.org)

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## Appendix A – Tell people about your support for a Voice to Parliament, enshrined in the constitution after making a submission!

*IT's TIME to demonstrate the strong public support that already exists for a Voice to Parliament enshrined in the Constitution and to make our collective voices heard.*

### On your website

Add the Uluru Statement logo to your website with the following text.

*(Your organisation) accepts the invitation of the Uluru Statement from the Heart and supports a First Nations Voice to Parliament enshrined in the Australian Constitution. (insert hyperlink to official Uluru Dialogue website UluruStatement.org)*



Download [here](#)

### On your email signature

Consider inserting the following text along with one of our email banners below. *(I /or organisation name) accept the invitation of the Uluru Statement from the Heart and support a First Nations Voice to Parliament enshrined in the Australian Constitution.*

Choose a banner, copy and paste it to your email signature. Encourage our colleagues, friends and family to do the same.



Download [here](#)



Download [here](#)



Download [here](#)

### On your social media

Below are some tiles you can use across your social media to show your support. Make sure you tag us [@UluruStatement](#).

#### Profile pictures



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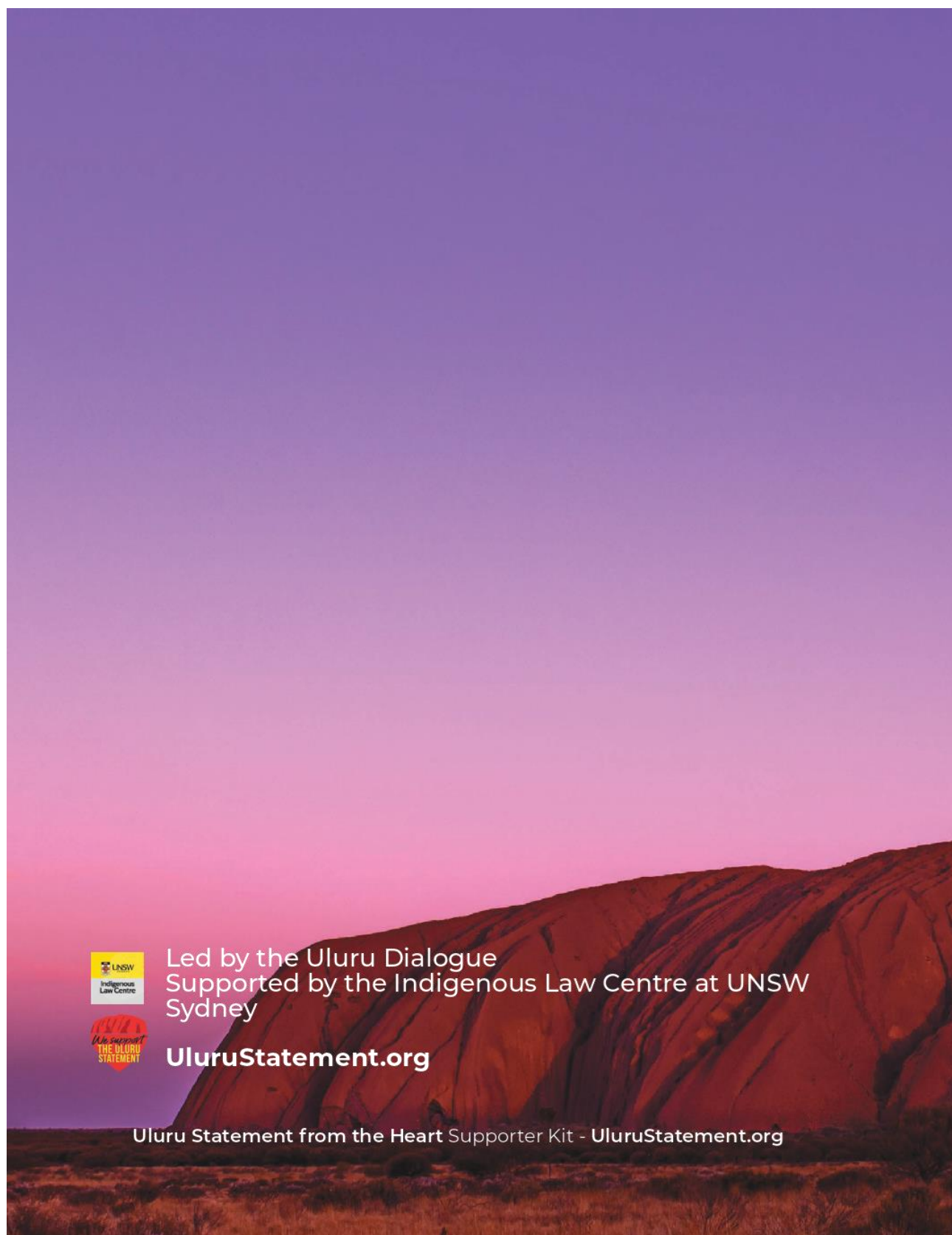


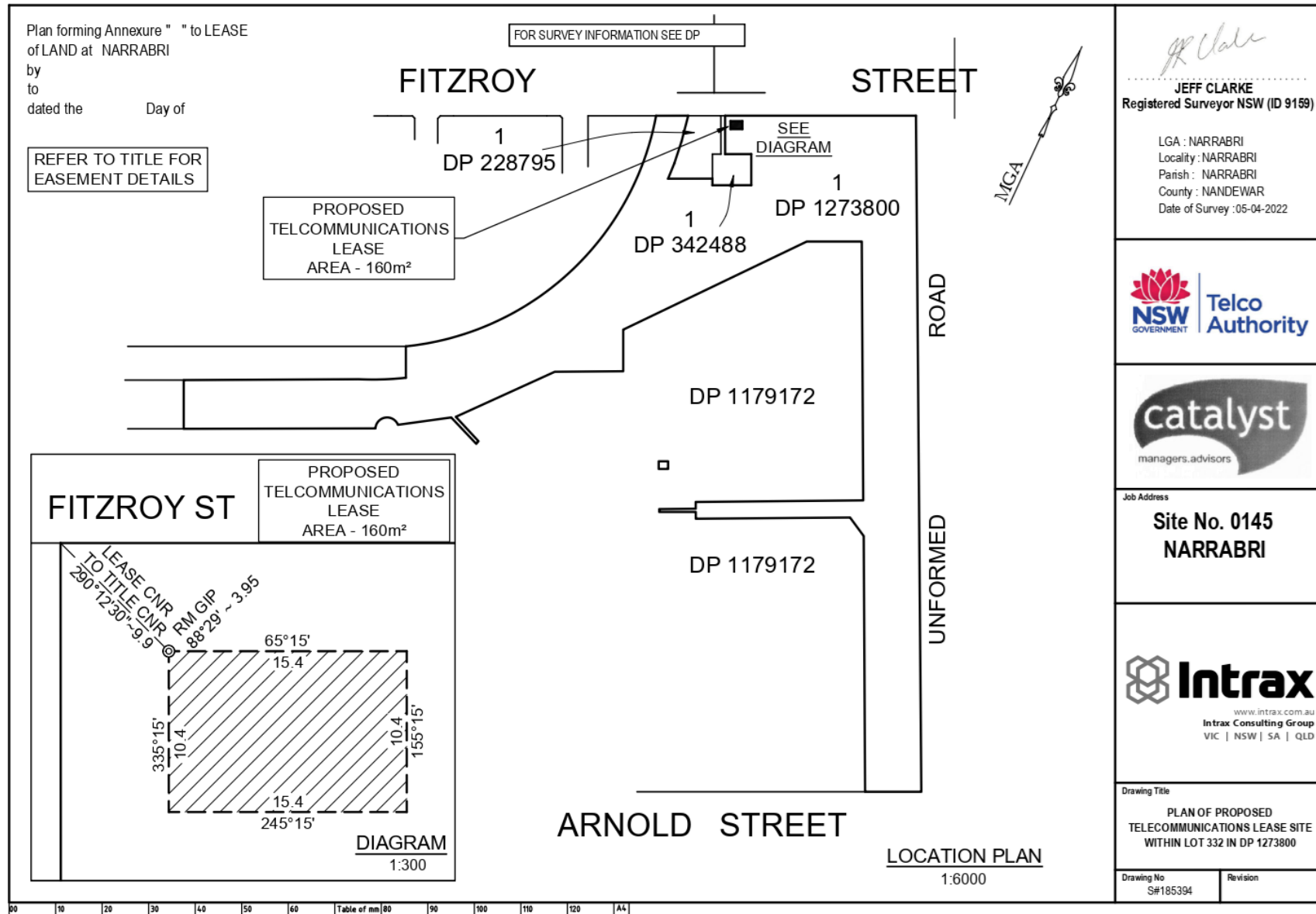
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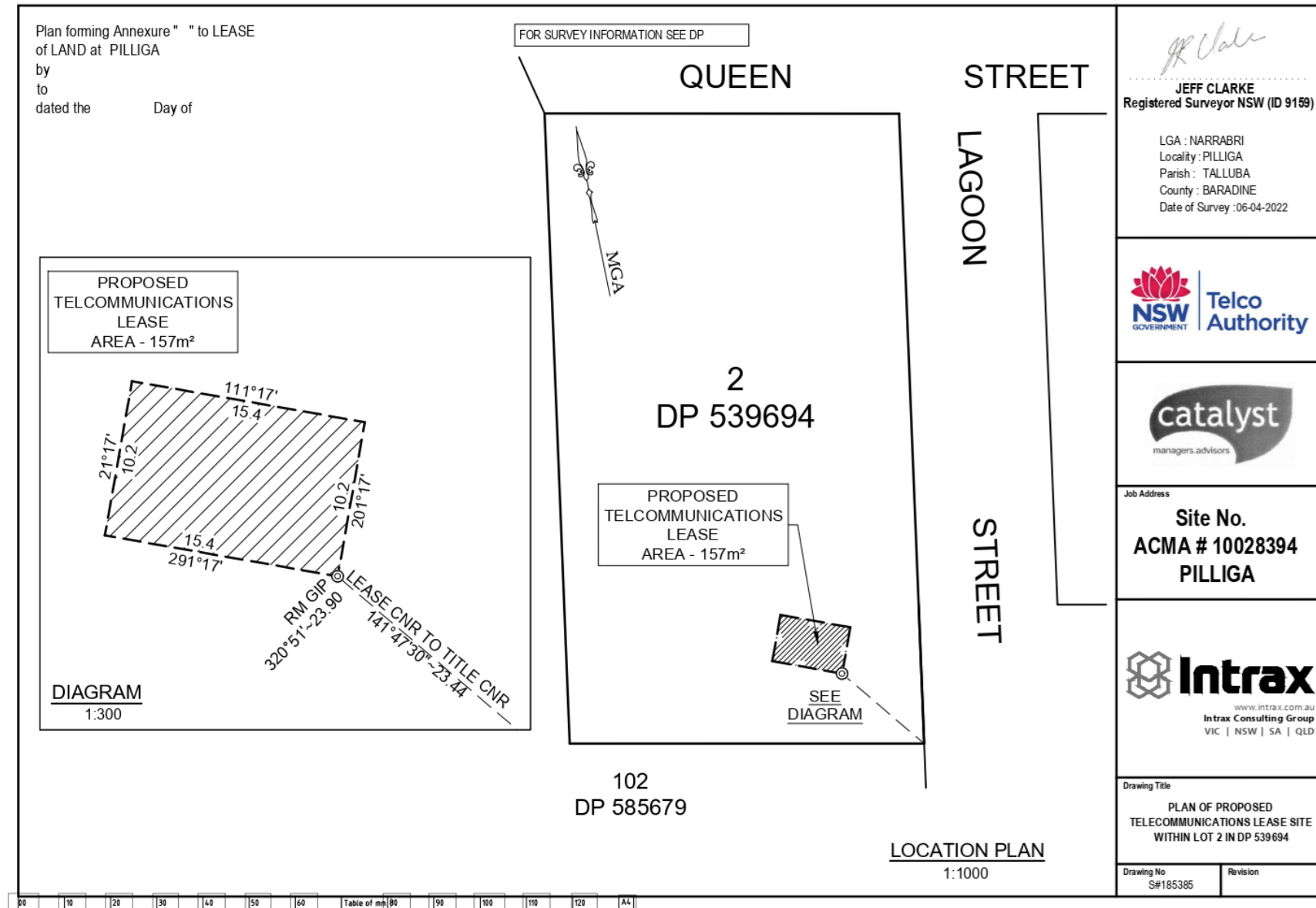


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THIS IS ANNEXURE "A" TO THE LEASE BETWEEN THE COUNCIL OF THE SHIRE OF NARRABRI  
ABN 95 717 801 656 (LESSOR) AND NEW SOUTH WALES GOVERNMENT  
TELECOMMUNICATIONS AUTHORITY ABN 85 430 594 829 (LESSEE) OF THE PREMISES BEING  
PART OF 332/1273800

DATED ..... 2022

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## Information Table

Date

## Parties Notice Details

Name	<b>The Council of the Shire of Narrabri</b> (ABN 95 717 801 656)
Short form name	<b>Lessor</b>
Notice details	46-48 Maitland Street, Narrabri NSW 2390 PO Box 261 Narrabri NSW 2390 Email: council@narrabri.nsw.gov.au nathanc@narrabri.nsw.gov.au Telephone: (02) 6799 6866 Attention: Property Manager

Name	<b>New South Wales Government Telecommunications Authority</b> (ABN 85 430 594 829)
Short form name	<b>Lessee</b>
Notice details	NSW Government Telecommunications Authority McKell Building 2-24 Rawson Place SYDNEY NSW 2000 Telephone: (02) 9219 3128 Email: telco.sites@customerservice.nsw.gov.au Attention: Facilities Access Officer

## Items

**Item 1 Premises (clause 1.1)**

That part of the Land hatched in black on the plan in Annexure B being part of the property known as 332/1273800

**Item 2 Date of Commencement (clause 1.1)****Item 3 Date of Expiration (clause 1.1)****Item 4 Term (clause 1.1)**

5 years

**Item 5 Rent (clause 1.1)**

\$1,500.00 per annum plus GST payable from the Payment Date

**Item 6 Payment Date**

The earlier of the date on which the Lessee substantially commences construction work to install the Equipment on the Premises (excluding the placement of survey pegs or delivery of materials and the Equipment) and 12 months after the date of this lease and thereafter on each anniversary of the Date of Commencement.

**Item 7 Contact Person**

**Lessor:** Property Manager

Telephone: (02) 6799 6866 / 0436 122 781

**Lessee:** Infrastructure Manager / Facilities Access Officer

Telephone: (02) 9219 3170 / (02) 9219 3128

**Item 8 Lessor's Bank Account**

Name of Account: Narrabri Shire Council

Name of Bank: National Australia Bank

Account Number: 509824862

BSB: 082-747



## Agreed terms

### 1. Defined terms and interpretation

#### 1.1 Defined terms

In this Lease:

**Authorised Users** means any person authorised by the Lessee for the purposes of this Lease, including:

- (a) the Lessee's officers, employees, agents, contractors, tenants, licensees and invitees; and
- (b) any NSW Government Agency carrying out the Permitted Use.

**Business Day** means any day in the Jurisdiction which is not a Saturday, Sunday or Public Holiday in Jurisdiction.

**Consecutive Lease** means a lease of the Premises between the Lessor and the Lessee other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the Term.

**Date of Commencement** means the date stated in Item 2.

**Date of Expiration** means the date stated in Item 3.

**Equipment** means those items of plant and equipment of the Lessee, including without limitation of the generality of such term, all fixtures and fittings of the Lessee, masts, antennas, cables (telephone or any other type), pipes, wires, conduits, fencing, mounts, erections and other buildings constructed by the Lessee including cabins, shelters and/or towers and all other appliances, apparatus and things of whatsoever nature brought onto the Land by or on behalf of the Lessee from time to time.

**FC Drawings** means the 'for construction' drawings in respect of the erection, installation or construction of the Lessee's Equipment as agreed between the parties and as varied in accordance with this Lease from time to time.

**Fixed Percentage** means 2% per annum.

**Government Agency** means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means a goods and services tax or like tax payable in respect of a supply under this Lease.

**Information Table** means the part of this Lease described as Information Table.

**Item** means an item in the Information Table.

**Jurisdiction** means the State of New South Wales.

**Land** means the land described in the Certificate of Title referred to on the front page of this Lease.

**Lease** means the lease or tenancy that exists between the Lessor and the Lessee in relation to the Premises of whatever nature and whether at law or in equity as evidenced in whole or in part by this document.

**Lessee** means the lessee described on the front page of this Lease and its successors and assigns and where the context permits, its employees, agents, invitees and contractors.

**Lessee's Covenants** means the covenants and agreements contained or implied in this Lease to be observed and performed by the Lessee.

**Lessor** means the Lessor described on the front page of this Lease and its successors and assigns or, if the Lessor is a natural person, its executors administrators and assigns and in either case its employees, agents and contractors.

**Lessor's Bank Account** means the bank account details set out in Item 8.

**Lessor's Covenants** means the covenants and agreements contained or implied in this Lease to be observed and performed by the Lessor.

**NSW Government Agency** means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, state owned corporation or entity in the Jurisdiction, which undertake the Permitted Use.

**Payment Date** means the date stated in Item 6.

**Permitted Use** means the Lessee's use as set out in clause 5.1.

**Premises** means the premises described in Item 1.

**Related Body Corporate** has the meaning given in the *Corporations Act 2001* (Cth).

**Rent** means the amount stated in Item 5.

**Statute** means any statute, regulation, proclamation, ordinance, by-law, code or determination of the Commonwealth of Australia or the Jurisdiction and includes all statutes, regulations, proclamations, ordinances, by-laws, codes or determinations varying, consolidating or replacing them and all regulations, proclamations, ordinances, by-laws, codes and determinations issued under that statute.

**Taxable Supply** has the meaning given by the GST Law, excluding the reference to sections 84-5 of the *A New Tax System (Goods and Services Act) 1999* (Cth).

**Term** means the term of this Lease set out in item 4.

## 1.2 Interpretation

In this Lease, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of Lease;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;

- (d) an expression importing a natural person includes any company, partnership, joint venture, corporation or other body corporate and any Government Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit, information table or schedule is a reference to a part and clause of and a party, annexure, exhibit, information table and schedule to this Lease;
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it,
- (i) month means a calendar month;
- (j) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (k) "includes" in any form is not a word of limitation;
- (l) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them; and
- (m) any organisations, associations, societies, groups or bodies shall in the event that any of them ceases to exist or is reconstituted renamed or replaced or that any of its powers or functions are transferred to any other entity body or group refer respectively to any such entity body or group established or constituted in lieu thereof or succeeding to similar power or functions.

### **1.3 Third parties**

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

## **2. Implied covenants and powers**

### **2.1 Exclusion of implied covenants**

The obligations and powers implied in this Lease by sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) are expressly excluded.

### **2.2 Inclusion of implied covenants**

Any covenants and powers implied in this Lease by any law apply to the extent they are consistent with the terms of this Lease and are applicable to the Lessee.

### **2.3 Contravention of Statute - severance**

Any provision of this Lease or its application to any party or in any circumstances is or becomes void, voidable, unenforceable or invalid because of any Statute or otherwise

must in any such case and to such extent be severed from this Lease, and this Lease must be read as though such provision did not form part of this Lease at that time.

### **3. Term of Lease and holding over**

#### **3.1 Term of this Lease**

The Term commences on the Date of Commencement and expires on the Date of Expiration, subject to the provisions of this Lease.

#### **3.2 Yearly tenancy holding over**

If the Lessee occupies the Premises after the Date of Expiration (other than pursuant to a Consecutive Lease or the grant of a further lease) the Lessee must do so as a yearly tenant for yearly terms thereafter on the same terms and conditions as this Lease as far as they apply to a yearly tenancy. Either party may terminate the yearly tenancy by giving not less than 12 months' notice to the other party expiring on any day.

### **4. Payment**

#### **4.1 Lessee's Covenant**

The Lessee must pay the Rent to the Lessor during the Term.

#### **4.2 Payment of Rent**

The Rent will be paid annually in advance on the Payment Date to the Lessor's Bank Account or to any other person the Lessor notifies to the Lessee. Any notification must be served at least 30 days prior to the date for payment of Rent.

#### **4.3 Rent Reviews**

The Rent will be increased by the Fixed Percentage on each anniversary of the Date of Commencement.

#### **4.4 Pro rata refund of Rent**

In the event of termination or determination of this Lease the Lessor must forthwith refund to the Lessee prepaid Rent on a pro rata basis.

#### **4.5 Gross Rent**

The Lessor acknowledges the Rent is a 'gross' rent and is inclusive of all rates, taxes, statutory and building outgoings.

#### **4.6 Apportionment**

If an instalment of Rent is for a period of less than 1 year, the instalment for that period is apportioned on a daily rate for the relevant lease year.



**5. Use****5.1 Permitted use**

- (a) The Lessee will use the Premises for the purpose of constructing, maintaining and operating a telecommunications facility, network and service and may do all such things as may be necessary or convenient for this purpose.
- (b) The Lessee may at any time during the Term install, remove, modify, vary, maintain, use and operate on the Premises such Equipment as is necessary for the use permitted by this Lease now and in the future in accordance with clause 8. For the avoidance of doubt the Lessee may install and use any Equipment including shelters and towers that it so installs upon the Premises in accordance with clause 8 in order to more fully undertake its Permitted Use.

**5.2 Adjoining Land**

- (a) The Lessor grants to the Lessee the right to access and a licence to temporarily use so much of the Land adjoining and adjacent to the Premises or any Equipment or other installation of the Lessee as is reasonably required during:
  - (1) installation, erection, construction; and
  - (2) dismantling, repair, replacement, variation, renewal, maintenance and operation,of the Equipment.
- (b) After using the Land adjoining and adjacent to the Premises the Lessee will restore the surface of the Land as so used as near as practicably possible to its state prior to such use by the Lessee to the reasonable satisfaction of the Lessor.

**5.3 Requirements of Government Agencies**

The Lessee must comply promptly with any applicable Statute in respect of the Lessee's use of the Premises and any requirements, notices or orders of any Government Agency having jurisdiction or authority in respect of the Premises or the use of the Premises. The Lessee is not liable for structural alterations unless caused or contributed to by the Lessee's particular use or occupation of the Premises.

**5.4 Cabling**

- (a) For the purpose of the operation of the Lessee's telecommunications facility, network and service and Equipment, the Lessor permits and grants a licence for the Lessee to install, erect, construct, dismantle, maintain, repair, replace, vary, add and use above or below ground cabling to and from the Premises, the Equipment and any other installations of the Lessee on the Land or to connect to adjoining roads or services and where necessary to construct supports for that cabling, generally in accordance with the FC Drawings and subject to the variations permitted under clauses 8(b) and 8(c).
- (b) When exercising its rights under this clause, the Lessee must:

- (1) not cause any lasting material damage to the Land or material interference with the Lessor; and
- (2) restore the surface of the Land as so used as nearly as practicably possible to its state prior to use by the Lessee to the reasonable satisfaction of the Lessor.

#### **5.5 Non-contiguous Premises**

In the event of parts of the Premises not being contiguous one with the other or the Premises being partly or wholly on the rooftop of a building on the Land the Lessee may run such above, below or ground cabling, wiring, conduit, earthing straps, cable trays and support structures over the Land or within or upon the building on the Land as are necessary for its safe, continuous and proper use of the Premises but in doing so the Lessee must not cause any material damage to the Land or material interference with the Lessor.

#### **5.6 NOT USED**

#### **5.7 Consents**

- (a) The Lessor hereby irrevocably authorises the Lessee to make, at the Lessee's cost, any application for consent or approval to any Government Agency to use or develop the Premises for the Permitted Use and to exercise and procure (at the Lessee's cost) every right and appeal arising from the determination of any such application or the failure to determine the application.
- (b) The Lessor, acting reasonably shall, sign all documentation and do all such things as the Lessee or any person nominated by the Lessee reasonably requires (at the Lessee's cost) to authorise or assist in obtaining consent or approval from any Government Agency to use or develop the Premises for the Permitted Use.

### **6. Access to the Premises**

The Lessor consents to and grants a licence to the Lessee and persons authorised by the Lessee without the need for prior approval and with or without materials, equipment, plant and other apparatus and vehicles for entering the Land for the purpose of using the Premises, the Equipment and any other installations of the Lessee under this Lease and exercising its rights under this Lease at all times of the day and night on any day during the Term. The Lessor is to provide an access protocol to the Lessee in line with access provisions of this Lease. Such access protocol is to include a 24/7 security contact number and email. Any changes to the access protocol must be notified to the Lessee as soon as practicable, but not later than 7 days after the changes.

### **7. Insurances, proof of insurances and indemnity**

#### **7.1 Insurance**

- (a) The Lessee must maintain insurance cover in sums satisfactory to the Lessor (acting reasonably) in respect of:

- (1) public liability (and it is agreed that the sum insured in respect of such component must be not less than \$20,000,000.00);
  - (2) damage to the Equipment, as well as any other equipment, fittings or fixtures on the Land belonging to the Lessee; and
  - (3) damage and all liability to any workmen, employees, agents or contractors of the Lessee.
- (b) The Lessor acknowledges and accepts that, as at the date of this Lease, the Lessee is covered under the NSW Treasury Managed Fund and is not required to take out or maintain separate or additional insurance for the risks set out in clause 7.1(a).
- (c) If the Lessee ceases to be the NSW Government Telecommunications Authority (ABN 85 430 594 829) or ceases to be covered under the NSW Treasury Managed Fund, the insurance cover required by this clause 7.1 must be maintained under insurance policies effected with reputable insurers authorised to carry on insurance business in Australia.

#### **7.2 Proof of insurances**

The Lessee must provide the Lessor with a certificate of currency of the insurances referred to in clause 7.1 on or before the Commencement Date and thereafter as reasonably requested by the Lessor.

#### **7.3 Indemnity**

- (a) The Lessee will hold and keep the Lessor indemnified from and against all liability described in the preceding clause 7.1 and all other claims losses damage arising directly from any act or omission of the Lessee in the carrying out of the Permitted Use or otherwise using or occupying the Land.
- (b) However, the indemnity provided by this clause 7.3 shall be reduced to the extent that any claim, loss, damage or liability has been contributed to by the negligence or wilful default of the Lessor or its employees or agents.

#### **8. Installation, construction and alterations**

- (a) The Lessee may at the Lessee's discretion and expense during the Term after complying with the requirements of any Government Agency having jurisdiction in the matter to the extent required by law, do anything in accordance with the Permitted Use, including, without limitation, to install, erect, construct, dismantle, repair, replace, renew, add, vary and maintain upon the Premises security fencing and any building or buildings as necessary now or in the future to shelter the Equipment and a free standing monopole, lattice tower, guyed mast, multi-sided antenna support structure or other antenna support structure of sufficient height now or in the future to meet the Lessee's telecommunications requirements and all necessary connecting appurtenances, generally in accordance with the FC Drawings.

#### **9. Electricity supply and connection**

The Lessor must, at the Lessee's cost, permit the Lessee to connect the Premises to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land such earthing apparatus as is necessary for

the safe continuous use of the Lessee's equipment on the Premises. The supply of this electricity must be made through a dedicated usage meter, installed by the Lessee at its own cost, so that the Lessee is directly accountable for payment of electricity consumed by it on the Premises.

**10. NOT USED**

**11. Termination**

**11.1 Termination by the Lessor**

If:

- (a) the Lessee commits a material breach of any of its obligations including payment of Rent, the Lessor may serve notice on the Lessee requiring remedy of the breach within a reasonable time having regard to the nature of the breach specified in the notice (**Trigger Notice**) such period to be not less than 90 days; and
- (b) the Lessee does not remedy the breach within the time specified in the Trigger Notice, the Lessor may serve notice on the Lessee requiring remedy of the breach within a further reasonable time having regard to the nature of the breach such period to be not less than 90 days (**Default Notice**); and
- (c) the Lessee does not remedy the breach within the period specified in the Default Notice,

the Lessor may terminate this Lease by serving notice to the Lessee at any time before the breach is remedied.

**11.2 Termination by the Lessee**

In addition to any rights the Lessee may have to terminate this Lease for breach of the Lessor's Covenants:

- (a) if the Premises or the Land are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Lessee or inaccessible by any means of access; or
- (b) if any application for a required consent or permit for the installation of any Equipment and use of the Premises as part of a telecommunications facility, network or service is rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or
- (c) any application to a Government Agency for a required consent, permit or licence for the installation of any Equipment and use of the Premises as part of a telecommunications facility, network or service is granted to the Lessee with conditions unacceptable to it in its absolute and unfettered discretion or is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or



- (d) if the Premises are rendered unfit for the Lessee's use by reason of the emergence of physical, radio or other interference,

then the Lessee may terminate this Lease immediately by notice to the Lessor.

**11.3 Lessee's additional rights to terminate**

The Lessee may also terminate this Lease by notice to the Lessor:

- (a) at any time before it substantially commences construction work to install the Equipment on the Premises (excluding placement of survey pegs or delivery of materials and the Equipment); or
- (b) at any time by giving not less than 6 months' notice expiring on any day.

**11.4 Effect on rights or liabilities**

- (a) The parties agree that no party to this Lease is entitled to any compensation as a result of the termination of this Lease in accordance with clause 11.3, 11.9 or 16(g).
- (b) Termination of this Lease under clause 11.3, 11.9 or 16(g) does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

**11.5 Lessee to yield up**

Except where there is a subsisting subsequent Consecutive Lease between the parties, the Lessee must, by no later than 6 months after the Date of Expiration or earlier termination of this Lease or such other date as the Lessor and the Lessee agree in writing, yield up the Premises in good repair and clean condition fair wear and tear excepted having regard to their condition at the Date of Commencement of this Lease.

**11.6 Removal of the Lessee's fixtures and chattels**

Except where there is a subsisting subsequent Consecutive Lease between the parties, the Lessee must, by no later than 6 months after the Date of Expiration, earlier termination of this Lease or such other date as the Lessor and the Lessee agree in writing, remove from the Premises all above ground cabling and fixtures, fittings, plant, machinery, and other items erected or brought by it onto the Premises or the Land. For the avoidance of doubt the Lessee shall not be required to remove any slab/concrete foundation from the Premises.

**11.7 Failure to yield up or remove**

The Lessee must pay the Lessor the Rent for each day that the Lessee does not yield up the Premises in accordance with clause 11.5 or remove from the Premises its fixtures and chattels in accordance with clause 11.6 from and including the Date of Expiration or earlier termination under this Lease until the date the Lessee complies with its obligations under clauses 11.5 and 11.6, calculated on a pro rata basis.

**11.8 Rent abatement**

- (a) If the Premises or the Land are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Lessee

or inaccessible by any means of access, then except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the Permitted Use from the date upon which the destruction or damage occurs until the earlier of the date upon which it is repaired and the date of termination of this Lease pursuant to clause 11.2(a).

- (b) If there is a dispute between the parties as to the proportion of Rent to be abated pursuant to clause 11.8(a) which is not resolved within 20 days after notice by one party to the other of the nature of the dispute then:
- (1) the dispute may be referred by either party for determination by an expert who is an appropriate practising professional appointed at the request of either party (**Expert**), by:
    - (A) the President of the professional body most appropriate to determine the dispute or, if the parties are unable to agree on the appropriate body, the President for the time being of the Law Society of the Jurisdiction; or
    - (B) if there is no such body in existence at the time of the request, the President for the time being of an equivalent body;
  - (2) each party may make a submission either orally or in writing to the Expert within 20 days after that appointment;
  - (3) in making a determination the Expert must:
    - (A) act as an expert and not as an arbitrator;
    - (B) consider any submission made to it by a party; and
    - (C) provide the parties with a written statement of reasons for the determination;
  - (4) in the absence of manifest error the determination of the Expert is conclusive and binding on the parties;
  - (5) the costs of the Expert will be shared equally between the parties unless otherwise determined by the Expert; and
  - (6) if the Expert fails to deliver a determination within 20 days after the last day on which the parties are entitled to make submissions, either party may require the appointment of a further Expert under clause 11.8(b)(1) to determine the dispute.

#### **11.9 Termination of consecutive leases**

This Lease will terminate automatically if there exists any Consecutive Lease the commencing date of which precedes the Date of Commencement and:

- (a) the Lessee gives notice to the Lessor not later than the date which is 3 months prior to the Date of Commencement that it no longer requires the Premises; or

- (b) that Consecutive Lease is terminated for any reason.

## **12. Notices**

### **12.1 Method of service**

Any notice to be given under this Lease by one of the parties to the other must be in writing and is given for all purposes:

- (a) by delivery in person, by pre-paid post addressed to the receiving party at the address specified in the notice details in the Information Table; or
- (b) by email to the email address specified in the notice details in the Information Table.

### **12.2 Time of service**

Any notice given in accordance with this Lease will be deemed to have been duly served if:

- (a) in the case of posting at the expiration of two Business Days after the date of posting; or
- (b) emailed, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee.

### **12.3 Change of address**

A party may at any time change its address, postal address or email by giving notice to the other party.

## **13. Authorised Users**

- (a) An Authorised User may exercise any right of the Lessee under or in connection with this Lease.
- (b) The Lessee must ensure that its Authorised Users:
  - (1) comply with the terms of this Lease when exercising the rights of the Lessee under this Lease; and
  - (2) do not cause the Lessee to breach this Lease.
- (c) For the avoidance of doubt, the parties agree that the rights afforded under this clause 13 do not trigger the application of clauses 14.1 and 14.2 of this Lease.

## **14. Assignment**

### **14.1 General restrictions on assignment**

The Lessee may assign the Lease or sublet, license, part with or share its right to possession of the Premises with the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.

**14.2 Overriding Condition where Lessee is a NSW Government Agency**

- (a) Notwithstanding clause 14.1, the Lessee may assign this Lease or sublet or licence the whole or any part of the Premises to another NSW Government Agency without the consent of the Lessor.
- (b) In the case of an assignment to a NSW Government Agency, if the Lessee:
  - (1) notifies the Lessor of the NSW Government Agency who occupies the Premises; and
  - (2) the assignee confirms by letter or deed that it will perform the obligations/agreements contained in this Lease,the assignor is released from all of its obligations under this Lease on and from the date of assignment.

**15. Lessor's covenants****15.1 Quiet enjoyment**

The Lessor covenants that the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming through the Lessor. The Lessor must not do anything which derogates from its grant of the Premises to the Lessee under this Lease.

**15.2 Restriction on Lessor's use of the Land**

The Lessor covenants that the Lessor will not itself nor will it permit any third party to do anything on the Land, including but not limited to:

- (a)
- (b) alter existing ground levels on or immediately adjacent to the Premises;
- (c) create any easements on the Premises; or
- (d) erect any structure or facility on, above or below the Premises or the Land,

which is likely to cause physical, radio or other interference which obstructs, interrupts or impedes the use or operation of the Lessee's telecommunications facility, network or service or Equipment without first obtaining the written consent of the Lessee which consent must not be unreasonably withheld. If the Lessee advises the Lessor of any breach by the Lessor of its covenant the Lessor will, to the extent that it is within its power to do so, use all reasonable endeavours at its expense to forthwith remedy such breach.

**15.3 Sale or dealings with the Land by the Lessor**

- (a) This clause 15.3 does not apply if this Lease is registered.
- (b) The Lessor must not sell, transfer, subdivide or otherwise deal with its interests in the Land (so far as it relates to the Premises and any areas used by the Lessee for access to or use of the Premises) unless it first procures that the transferee or other relevant person provides a deed poll in favour of the Lessee, in a form reasonably required by the Lessee, under which that person



agrees to comply with all of the Lessor's Covenants as if that person were the Lessor party originally named in this Lease.

- (c) The Lessor consents to the Lessee lodging a caveat to protect its rights under this Lease. If requested by the Lessee, the Lessor must sign the caveat or other relevant form to indicate its consent.
- (d) The Lessee must consent, as caveator, to the registration of any transfer or dealing contemplated by clause 15.3(a) if the Lessor has provided the Lessee with the duly executed deed poll required under that clause.

#### **15.4 Abandoned Infrastructure**

Where any land adjacent to or adjoining the Premises that has telecommunication infrastructure (including towers, shelters and the like) erected on it which has been abandoned or disused by a third party, the Lessor must promptly notify the Lessee of that disuse or abandonment.

#### **15.5 Consent of Mortgagee or Chargee**

If the Land is subject to any mortgage or charge, the Lessor must, at its cost, obtain the mortgagee or chargee's consent to this Lease.

#### **15.6 Registration**

The Lessor must do all things reasonably necessary to enable the registration of this Lease and any other covenant or document required to be registered pursuant to this Lease at the relevant Land Titles Office in the Jurisdiction.

#### **15.7 Contamination**

- (a) To the best of the Lessor's knowledge, at the Date of Commencement, the Land does not contain substances hazardous to health or safety.
- (b) If any remediation of the Land is required by Statute or because substances are present on the Land which are hazardous to health or safety, and is not caused by the activities of the Lessee on the Land, then the Lessor must, upon written request from the Lessee, at the Lessor's cost, carry out such cleanup as may be required to comply with the Statute or deal with the hazard to health or safety.

#### **16. ACMA dispute resolution**

- (a) If at any time either party (**Affected Party**) reasonably believes that there is an interference which is prohibited by or may constitute a breach of this Lease, it may notify the other party (**Interfering Party**) in writing (**Interference Notice**). An Interference Notice must include reasonable details of the interference asserted by the Affected Party.
- (b) If the Interfering Party disputes the Interference Notice, it must do so in writing within fourteen (14) days of receipt of the Interference Notice. If the Interfering Party does not dispute the Interference Notice, the Interfering Party must use its best endeavours to remedy such breach within sixty (60) days of receiving the Interference Notice.

- (c) If the Interfering Party disputes the Interference Notice and the parties cannot agree on the cause of the interference specified in the Interference Notice (**Cause**), either party may refer the matter to the Australian Communications and Media Authority (**ACMA**) for determination. Each party must promptly (at its own cost) do all things reasonably necessary to assist ACMA to investigate and determine the Cause, including providing relevant information and access to the Premises and the Land.
- (d) If ACMA determines that the Interfering Party's act or omission is the Cause, the Interfering Party will promptly comply with any relevant direction by ACMA to rectify the Cause. If the Interfering Party cannot or will not rectify the Cause within ninety (90) days of ACMA's determination, the Affected Party may terminate this Lease by giving sixty (60) days' written notice of termination to the Interfering Party, unless the Interfering Party rectifies the Cause prior to expiry of the sixty (60) day notice period.
- (e) Upon such termination:
  - (1) the rights and remedies of a party which have accrued before the termination will survive; and
  - (2) the Lessor must within thirty (30) days refund to the Lessee a pro rata amount of any Rent and other moneys paid in advance to the Lessor relating to any period after termination.
- (f) The Lessor acknowledges and agrees that the Lessor is not entitled to issue an Interference Notice under clause 16(a), in the case of an emergency.
- (g) Upon ACMA's determination pursuant to clause 16(d), the Lessee may, without prejudice to any rights which have at that time accrued to the parties or which may accrue upon termination, terminate this document upon the giving of sixty (60) days' written notice of its intention to do so to the Lessor.

## **17. Procedural matters**

### **17.1 Variation or Waiver**

- (a) None of the provisions of this Lease shall be taken either at law or in equity to have been varied, waived, discharged or released by either party unless by express consent in writing.
- (b) A waiver by the Lessor of any breach of any condition contained or implied in this Lease shall not operate as a waiver of another breach of the same or of any other condition in this Lease.

### **17.2 Costs of Lease, etc**

The Lessee will pay to the Lessor the costs of or incidental to:

- (a) the preparation and completion of this Lease to an amount capped at \$1,500.00 plus GST to be paid by the Lessee on receipt of the Lease correctly executed by the Lessor,
- (b) stamp duty (if any) and registration of this Lease and any variation thereto,
- (c) any application for the consent of the Lessor requested by the Lessee,

- (d) any breach or default by the Lessee,
- (e) the exercise of any right, power, privilege, authority or remedy of the Lessor.

## **18. Goods and services tax**

### **18.1 Consideration exclusive of GST**

The parties agree that any consideration or payment obligation arising under or in connection with this Lease is exclusive of GST unless stated otherwise.

### **18.2 Taxable Supply**

- (a) This clause applies if a supply made under or in connection with this Lease is a Taxable Supply.
- (b) If this clause applies, the consideration for the Taxable Supply is increased by an additional amount equal to the amount of that consideration multiplied by the relevant GST rate.
- (c) The additional amount under clause 18.2(b) is payable at the same time and in the same manner as the consideration for the Taxable Supply to which the additional amount relates.

### **18.3 Tax Invoice**

A party who makes a Taxable Supply must provide a Tax Invoice within twenty eight (28) days of a request.

### **18.4 Payments**

Unless otherwise stated in this Lease, the following principles apply when determining the amount of a payment under this Lease if a party:

- (a) is entitled under this Lease to be reimbursed or indemnified by the other party for an expense, claim, loss, liability or cost incurred in connection with this Lease, the reimbursement or indemnity payment must not include any GST component of the expense, claim, loss, liability or cost for which an Input Tax Credit may be claimed; and
- (b) is required to make an adjustment in respect of an amount paid or payable under this Lease, the same principles apply to calculate the amount to be adjusted, as if the amount had been paid in accordance with clause 18.4(a).

## **19. Counterparts and electronic signature**

### **19.1 Counterparts and electronic signature**

- (a) This Lease may be executed:
  - (1) in any number of counterparts; and
  - (2) by way of original signatures on electronic copies of this Lease, or by electronic signatures on electronic copies of this Lease,

and all counterparts executed separately when taken together constitute one agreement and counterparts executed separately may be consolidated into a single document.

- (b) The parties acknowledge that the electronic version of this Lease signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (c) The parties agree to be bound by the electronic version of this Lease which has been signed in accordance with this clause.
- (d) The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and the *Electronic Transactions Regulation 2017* (NSW) in relation to the execution of this Lease.



## Executed as an agreement

### Execution by Lessor

The Council of the Shire of Narrabri by its authorised delegate pursuant to Section 377 of the Local Government Act 1993 (NSW):

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Delegate

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Name of Delegate (print)

\_\_\_\_\_  
Address of Witness (print)

### Execution by Lessee

I certify that I am an eligible witness and that an authorised officer of the lessee signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

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

Signature of authorised officer: \_\_\_\_\_

Authorised officer's name: \_\_\_\_\_

Name of witness: \_\_\_\_\_

Authority of officer: \_\_\_\_\_

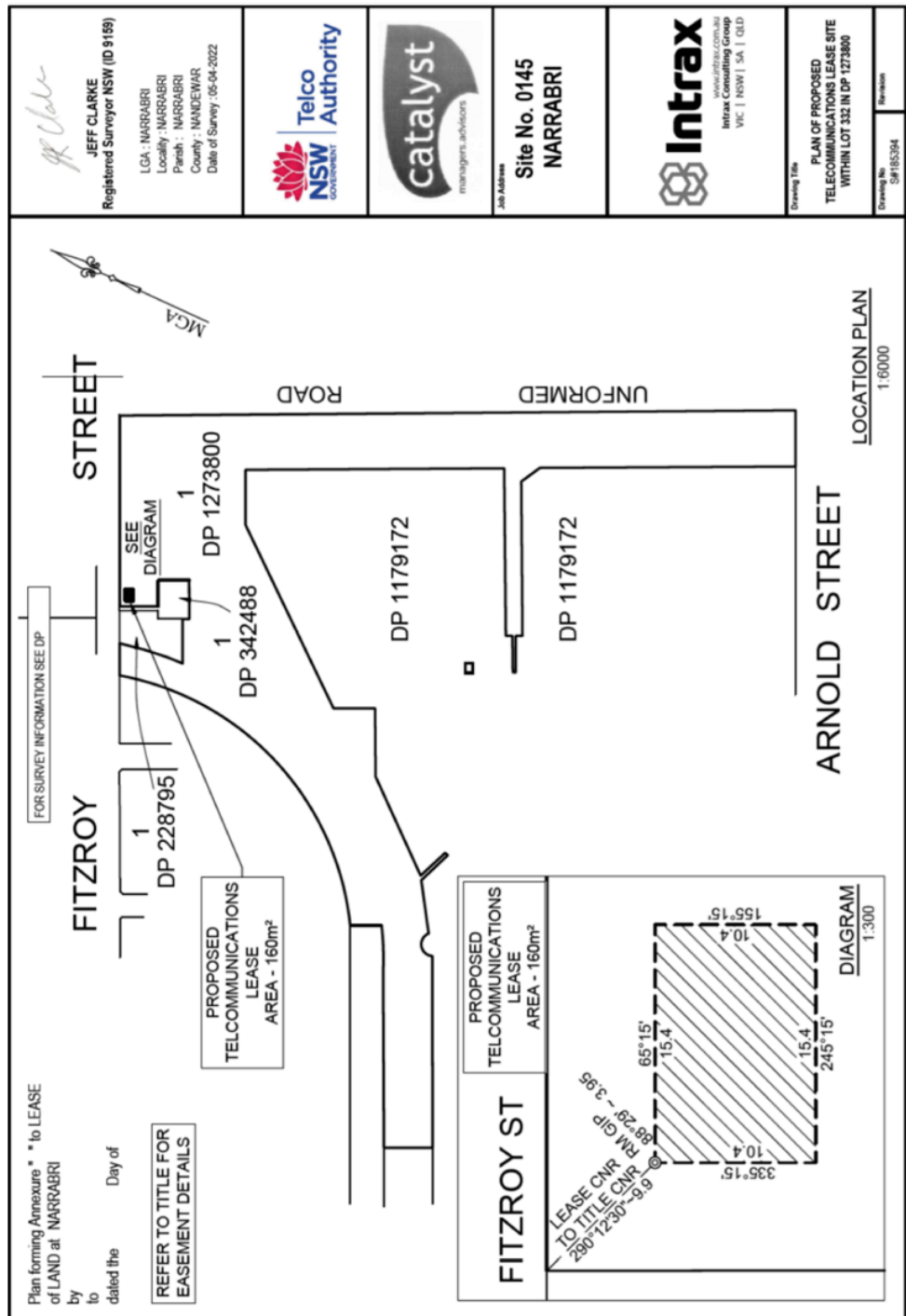
Address of witness: \_\_\_\_\_

Signing on behalf of NSW Government  
Telecommunications Authority

[delete if not applicable] This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000.

THIS IS ANNEXURE "B" TO THE LEASE BETWEEN THE COUNCIL OF THE SHIRE OF NARRABRI  
ABN 95 717 801 656 (*LESSOR*) AND NEW SOUTH WALES GOVERNMENT  
TELECOMMUNICATIONS AUTHORITY ABN 85 430 594 829 (*LESSEE*) OF THE PREMISES BEING  
PART OF 332/1273800

## **Annexure B Plan**



THIS IS ANNEXURE "A" TO THE LEASE BETWEEN THE COUNCIL OF THE SHIRE OF NARRABRI ABN 95 717 801 656 (LESSOR) AND NEW SOUTH WALES GOVERNMENT TELECOMMUNICATIONS AUTHORITY ABN 85 430 594 829 (LESSEE) OF THE PREMISES BEING PART OF 2/539694

DATED ..... 2022

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## Information Table

Date

## Parties Notice Details

Name	<b>The Council of the Shire of Narrabri</b> (ABN 95 717 801 656)
Short form name	<b>Lessor</b>
Notice details	46-48 Maitland Street, Narrabri NSW 2390 PO Box 261 Narrabri NSW 2390 Email: council@narrabri.nsw.gov.au nathanc@narrabri.nsw.gov.au Telephone: (02) 6799 6866 Attention: Property Manager

Name	<b>New South Wales Government Telecommunications Authority</b> (ABN 85 430 594 829)
Short form name	<b>Lessee</b>
Notice details	NSW Government Telecommunications Authority McKell Building 2-24 Rawson Place SYDNEY NSW 2000 Telephone: (02) 9219 3128 Email: telco.sites@customerservice.nsw.gov.au Attention: Facilities Access Officer

## Items

**Item 1 Premises (clause 1.1)**

That part of the Land hatched in black on the plan in Annexure B being part of the property known as 2/539694

**Item 2 Date of Commencement (clause 1.1)****Item 3 Date of Expiration (clause 1.1)****Item 4 Term (clause 1.1)**

5 years

**Item 5 Rent (clause 1.1)**

\$1,500.00 per annum plus GST payable from the Payment Date

**Item 6 Payment Date**

The earlier of the date on which the Lessee substantially commences construction work to install the Equipment on the Premises (excluding the placement of survey pegs or delivery of materials and the Equipment) and 12 months after the date of this lease and thereafter on each anniversary of the Date of Commencement.

**Item 7 Contact Person**

**Lessor:** Property Manager

Telephone: (02) 6799 6866 / 0436 122 781

**Lessee:** Infrastructure Manager / Facilities Access Officer

Telephone: (02) 9219 3170 / (02) 9219 3128

**Item 8 Lessor's Bank Account**

Name of Account: Narrabri Shire Council

Name of Bank: National Australia Bank

Account Number: 509824862

BSB: 082-747

## Agreed terms

### 1. Defined terms and interpretation

#### 1.1 Defined terms

In this Lease:

**Authorised Users** means any person authorised by the Lessee for the purposes of this Lease, including:

- (a) the Lessee's officers, employees, agents, contractors, tenants, licensees and invitees; and
- (b) any NSW Government Agency carrying out the Permitted Use.

**Business Day** means any day in the Jurisdiction which is not a Saturday, Sunday or Public Holiday in Jurisdiction.

**Consecutive Lease** means a lease of the Premises between the Lessor and the Lessee other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the Term.

**Date of Commencement** means the date stated in Item 2.

**Date of Expiration** means the date stated in Item 3.

**Equipment** means those items of plant and equipment of the Lessee, including without limitation of the generality of such term, all fixtures and fittings of the Lessee, masts, antennas, cables (telephone or any other type), pipes, wires, conduits, fencing, mounts, erections and other buildings constructed by the Lessee including cabins, shelters and/or towers and all other appliances, apparatus and things of whatsoever nature brought onto the Land by or on behalf of the Lessee from time to time.

**FC Drawings** means the 'for construction' drawings in respect of the erection, installation or construction of the Lessee's Equipment as agreed between the parties and as varied in accordance with this Lease from time to time.

**Fixed Percentage** means 2% per annum.

**Government Agency** means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means a goods and services tax or like tax payable in respect of a supply under this Lease.

**Information Table** means the part of this Lease described as Information Table.

**Item** means an item in the Information Table.

**Jurisdiction** means the State of New South Wales.

**Land** means the land described in the Certificate of Title referred to on the front page of this Lease.

**Lease** means the lease or tenancy that exists between the Lessor and the Lessee in relation to the Premises of whatever nature and whether at law or in equity as evidenced in whole or in part by this document.

**Lessee** means the lessee described on the front page of this Lease and its successors and assigns and where the context permits, its employees, agents, invitees and contractors.

**Lessee's Covenants** means the covenants and agreements contained or implied in this Lease to be observed and performed by the Lessee.

**Lessor** means the Lessor described on the front page of this Lease and its successors and assigns or, if the Lessor is a natural person, its executors administrators and assigns and in either case its employees, agents and contractors.

**Lessor's Bank Account** means the bank account details set out in Item 8.

**Lessor's Covenants** means the covenants and agreements contained or implied in this Lease to be observed and performed by the Lessor.

**NSW Government Agency** means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, state owned corporation or entity in the Jurisdiction, which undertake the Permitted Use.

**Payment Date** means the date stated in Item 6.

**Permitted Use** means the Lessee's use as set out in clause 5.1.

**Premises** means the premises described in Item 1.

**Related Body Corporate** has the meaning given in the *Corporations Act 2001* (Cth).

**Rent** means the amount stated in Item 5.

**Statute** means any statute, regulation, proclamation, ordinance, by-law, code or determination of the Commonwealth of Australia or the Jurisdiction and includes all statutes, regulations, proclamations, ordinances, by-laws, codes or determinations varying, consolidating or replacing them and all regulations, proclamations, ordinances, by-laws, codes and determinations issued under that statute.

**Taxable Supply** has the meaning given by the GST Law, excluding the reference to sections 84-5 of the *A New Tax System (Goods and Services Act) 1999* (Cth).

**Term** means the term of this Lease set out in item 4.

## 1.2 Interpretation

In this Lease, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of Lease;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;

- (d) an expression importing a natural person includes any company, partnership, joint venture, corporation or other body corporate and any Government Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit, information table or schedule is a reference to a part and clause of and a party, annexure, exhibit, information table and schedule to this Lease;
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it,
- (i) month means a calendar month;
- (j) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (k) "includes" in any form is not a word of limitation;
- (l) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them; and
- (m) any organisations, associations, societies, groups or bodies shall in the event that any of them ceases to exist or is reconstituted renamed or replaced or that any of its powers or functions are transferred to any other entity body or group refer respectively to any such entity body or group established or constituted in lieu thereof or succeeding to similar power or functions.

### **1.3 Third parties**

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

## **2. Implied covenants and powers**

### **2.1 Exclusion of implied covenants**

The obligations and powers implied in this Lease by sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) are expressly excluded.

### **2.2 Inclusion of implied covenants**

Any covenants and powers implied in this Lease by any law apply to the extent they are consistent with the terms of this Lease and are applicable to the Lessee.

### **2.3 Contravention of Statute - severance**

Any provision of this Lease or its application to any party or in any circumstances is or becomes void, voidable, unenforceable or invalid because of any Statute or otherwise



must in any such case and to such extent be severed from this Lease, and this Lease must be read as though such provision did not form part of this Lease at that time.

### **3. Term of Lease and holding over**

#### **3.1 Term of this Lease**

The Term commences on the Date of Commencement and expires on the Date of Expiration, subject to the provisions of this Lease.

#### **3.2 Yearly tenancy holding over**

If the Lessee occupies the Premises after the Date of Expiration (other than pursuant to a Consecutive Lease or the grant of a further lease) the Lessee must do so as a yearly tenant for yearly terms thereafter on the same terms and conditions as this Lease as far as they apply to a yearly tenancy. Either party may terminate the yearly tenancy by giving not less than 12 months' notice to the other party expiring on any day.

### **4. Payment**

#### **4.1 Lessee's Covenant**

The Lessee must pay the Rent to the Lessor during the Term.

#### **4.2 Payment of Rent**

The Rent will be paid annually in advance on the Payment Date to the Lessor's Bank Account or to any other person the Lessor notifies to the Lessee. Any notification must be served at least 30 days prior to the date for payment of Rent.

#### **4.3 Rent Reviews**

The Rent will be increased by the Fixed Percentage on each anniversary of the Date of Commencement.

#### **4.4 Pro rata refund of Rent**

In the event of termination or determination of this Lease the Lessor must forthwith refund to the Lessee prepaid Rent on a pro rata basis.

#### **4.5 Gross Rent**

The Lessor acknowledges the Rent is a 'gross' rent and is inclusive of all rates, taxes, statutory and building outgoings.

#### **4.6 Apportionment**

If an instalment of Rent is for a period of less than 1 year, the instalment for that period is apportioned on a daily rate for the relevant lease year.

**5. Use****5.1 Permitted use**

- (a) The Lessee will use the Premises for the purpose of constructing, maintaining and operating a telecommunications facility, network and service and may do all such things as may be necessary or convenient for this purpose.
- (b) The Lessee may at any time during the Term install, remove, modify, vary, maintain, use and operate on the Premises such Equipment as is necessary for the use permitted by this Lease now and in the future in accordance with clause 8. For the avoidance of doubt the Lessee may install and use any Equipment including shelters and towers that it so installs upon the Premises in accordance with clause 8 in order to more fully undertake its Permitted Use.

**5.2 Adjoining Land**

- (a) The Lessor grants to the Lessee the right to access and a licence to temporarily use so much of the Land adjoining and adjacent to the Premises or any Equipment or other installation of the Lessee as is reasonably required during:
  - (1) installation, erection, construction; and
  - (2) dismantling, repair, replacement, variation, renewal, maintenance and operation,of the Equipment.
- (b) After using the Land adjoining and adjacent to the Premises the Lessee will restore the surface of the Land as so used as near as practicably possible to its state prior to such use by the Lessee to the reasonable satisfaction of the Lessor.

**5.3 Requirements of Government Agencies**

The Lessee must comply promptly with any applicable Statute in respect of the Lessee's use of the Premises and any requirements, notices or orders of any Government Agency having jurisdiction or authority in respect of the Premises or the use of the Premises. The Lessee is not liable for structural alterations unless caused or contributed to by the Lessee's particular use or occupation of the Premises.

**5.4 Cabling**

- (a) For the purpose of the operation of the Lessee's telecommunications facility, network and service and Equipment, the Lessor permits and grants a licence for the Lessee to install, erect, construct, dismantle, maintain, repair, replace, vary, add and use above or below ground cabling to and from the Premises, the Equipment and any other installations of the Lessee on the Land or to connect to adjoining roads or services and where necessary to construct supports for that cabling, generally in accordance with the FC Drawings and subject to the variations permitted under clauses 8(b) and 8(c).
- (b) When exercising its rights under this clause, the Lessee must:

- (1) not cause any lasting material damage to the Land or material interference with the Lessor; and
- (2) restore the surface of the Land as so used as nearly as practicably possible to its state prior to use by the Lessee to the reasonable satisfaction of the Lessor.

#### **5.5 Non-contiguous Premises**

In the event of parts of the Premises not being contiguous one with the other or the Premises being partly or wholly on the rooftop of a building on the Land the Lessee may run such above, below or ground cabling, wiring, conduit, earthing straps, cable trays and support structures over the Land or within or upon the building on the Land as are necessary for its safe, continuous and proper use of the Premises but in doing so the Lessee must not cause any material damage to the Land or material interference with the Lessor.

#### **5.6 NOT USED**

#### **5.7 Consents**

- (a) The Lessor hereby irrevocably authorises the Lessee to make, at the Lessee's cost, any application for consent or approval to any Government Agency to use or develop the Premises for the Permitted Use and to exercise and procure (at the Lessee's cost) every right and appeal arising from the determination of any such application or the failure to determine the application.
- (b) The Lessor, acting reasonably shall, sign all documentation and do all such things as the Lessee or any person nominated by the Lessee reasonably requires (at the Lessee's cost) to authorise or assist in obtaining consent or approval from any Government Agency to use or develop the Premises for the Permitted Use.

### **6. Access to the Premises**

The Lessor consents to and grants a licence to the Lessee and persons authorised by the Lessee without the need for prior approval and with or without materials, equipment, plant and other apparatus and vehicles for entering the Land for the purpose of using the Premises, the Equipment and any other installations of the Lessee under this Lease and exercising its rights under this Lease at all times of the day and night on any day during the Term. The Lessor is to provide an access protocol to the Lessee in line with access provisions of this Lease. Such access protocol is to include a 24/7 security contact number and email. Any changes to the access protocol must be notified to the Lessee as soon as practicable, but not later than 7 days after the changes.

### **7. Insurances, proof of insurances and indemnity**

#### **7.1 Insurance**

- (a) The Lessee must maintain insurance cover in sums satisfactory to the Lessor (acting reasonably) in respect of:

- (1) public liability (and it is agreed that the sum insured in respect of such component must be not less than \$20,000,000.00);
  - (2) damage to the Equipment, as well as any other equipment, fittings or fixtures on the Land belonging to the Lessee; and
  - (3) damage and all liability to any workmen, employees, agents or contractors of the Lessee.
- (b) The Lessor acknowledges and accepts that, as at the date of this Lease, the Lessee is covered under the NSW Treasury Managed Fund and is not required to take out or maintain separate or additional insurance for the risks set out in clause 7.1(a).
- (c) If the Lessee ceases to be the NSW Government Telecommunications Authority (ABN 85 430 594 829) or ceases to be covered under the NSW Treasury Managed Fund, the insurance cover required by this clause 7.1 must be maintained under insurance policies effected with reputable insurers authorised to carry on insurance business in Australia.

## **7.2 Proof of insurances**

The Lessee must provide the Lessor with a certificate of currency of the insurances referred to in clause 7.1 on or before the Commencement Date and thereafter as reasonably requested by the Lessor.

## **7.3 Indemnity**

- (a) The Lessee will hold and keep the Lessor indemnified from and against all liability described in the preceding clause 7.1 and all other claims losses damage arising directly from any act or omission of the Lessee in the carrying out of the Permitted Use or otherwise using or occupying the Land.
- (b) However, the indemnity provided by this clause 7.3 shall be reduced to the extent that any claim, loss, damage or liability has been contributed to by the negligence or wilful default of the Lessor or its employees or agents.

## **8. Installation, construction and alterations**

- (a) The Lessee may at the Lessee's discretion and expense during the Term after complying with the requirements of any Government Agency having jurisdiction in the matter to the extent required by law, do anything in accordance with the Permitted Use, including, without limitation, to install, erect, construct, dismantle, repair, replace, renew, add, vary and maintain upon the Premises security fencing and any building or buildings as necessary now or in the future to shelter the Equipment and a free standing monopole, lattice tower, guyed mast, multi-sided antenna support structure or other antenna support structure of sufficient height now or in the future to meet the Lessee's telecommunications requirements and all necessary connecting appurtenances, generally in accordance with the FC Drawings.

## **9. Electricity supply and connection**

The Lessor must, at the Lessee's cost, permit the Lessee to connect the Premises to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land such earthing apparatus as is necessary for

the safe continuous use of the Lessee's equipment on the Premises. The supply of this electricity must be made through a dedicated usage meter, installed by the Lessee at its own cost, so that the Lessee is directly accountable for payment of electricity consumed by it on the Premises.

**10. NOT USED**

**11. Termination**

**11.1 Termination by the Lessor**

If:

- (a) the Lessee commits a material breach of any of its obligations including payment of Rent, the Lessor may serve notice on the Lessee requiring remedy of the breach within a reasonable time having regard to the nature of the breach specified in the notice (**Trigger Notice**) such period to be not less than 90 days; and
- (b) the Lessee does not remedy the breach within the time specified in the Trigger Notice, the Lessor may serve notice on the Lessee requiring remedy of the breach within a further reasonable time having regard to the nature of the breach such period to be not less than 90 days (**Default Notice**); and
- (c) the Lessee does not remedy the breach within the period specified in the Default Notice,

the Lessor may terminate this Lease by serving notice to the Lessee at any time before the breach is remedied.

**11.2 Termination by the Lessee**

In addition to any rights the Lessee may have to terminate this Lease for breach of the Lessor's Covenants:

- (a) if the Premises or the Land are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Lessee or inaccessible by any means of access; or
- (b) if any application for a required consent or permit for the installation of any Equipment and use of the Premises as part of a telecommunications facility, network or service is rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or
- (c) any application to a Government Agency for a required consent, permit or licence for the installation of any Equipment and use of the Premises as part of a telecommunications facility, network or service is granted to the Lessee with conditions unacceptable to it in its absolute and unfettered discretion or is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or



- (d) if the Premises are rendered unfit for the Lessee's use by reason of the emergence of physical, radio or other interference,

then the Lessee may terminate this Lease immediately by notice to the Lessor.

#### **11.3 Lessee's additional rights to terminate**

The Lessee may also terminate this Lease by notice to the Lessor:

- (a) at any time before it substantially commences construction work to install the Equipment on the Premises (excluding placement of survey pegs or delivery of materials and the Equipment); or
- (b) at any time by giving not less than 6 months' notice expiring on any day.

#### **11.4 Effect on rights or liabilities**

- (a) The parties agree that no party to this Lease is entitled to any compensation as a result of the termination of this Lease in accordance with clause 11.3, 11.9 or 16(g).
- (b) Termination of this Lease under clause 11.3, 11.9 or 16(g) does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

#### **11.5 Lessee to yield up**

Except where there is a subsisting subsequent Consecutive Lease between the parties, the Lessee must, by no later than 6 months after the Date of Expiration or earlier termination of this Lease or such other date as the Lessor and the Lessee agree in writing, yield up the Premises in good repair and clean condition fair wear and tear excepted having regard to their condition at the Date of Commencement of this Lease.

#### **11.6 Removal of the Lessee's fixtures and chattels**

Except where there is a subsisting subsequent Consecutive Lease between the parties, the Lessee must, by no later than 6 months after the Date of Expiration, earlier termination of this Lease or such other date as the Lessor and the Lessee agree in writing, remove from the Premises all above ground cabling and fixtures, fittings, plant, machinery, and other items erected or brought by it onto the Premises or the Land. For the avoidance of doubt the Lessee shall not be required to remove any slab/concrete foundation from the Premises.

#### **11.7 Failure to yield up or remove**

The Lessee must pay the Lessor the Rent for each day that the Lessee does not yield up the Premises in accordance with clause 11.5 or remove from the Premises its fixtures and chattels in accordance with clause 11.6 from and including the Date of Expiration or earlier termination under this Lease until the date the Lessee complies with its obligations under clauses 11.5 and 11.6, calculated on a pro rata basis.

#### **11.8 Rent abatement**

- (a) If the Premises or the Land are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Lessee

or inaccessible by any means of access, then except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of the Lessee, the Rent will abate in proportion to the extent to which the Lessee is inhibited from carrying on the Permitted Use from the date upon which the destruction or damage occurs until the earlier of the date upon which it is repaired and the date of termination of this Lease pursuant to clause 11.2(a).

- (b) If there is a dispute between the parties as to the proportion of Rent to be abated pursuant to clause 11.8(a) which is not resolved within 20 days after notice by one party to the other of the nature of the dispute then:
- (1) the dispute may be referred by either party for determination by an expert who is an appropriate practising professional appointed at the request of either party (**Expert**), by:
    - (A) the President of the professional body most appropriate to determine the dispute or, if the parties are unable to agree on the appropriate body, the President for the time being of the Law Society of the Jurisdiction; or
    - (B) if there is no such body in existence at the time of the request, the President for the time being of an equivalent body;
  - (2) each party may make a submission either orally or in writing to the Expert within 20 days after that appointment;
  - (3) in making a determination the Expert must:
    - (A) act as an expert and not as an arbitrator;
    - (B) consider any submission made to it by a party; and
    - (C) provide the parties with a written statement of reasons for the determination;
  - (4) in the absence of manifest error the determination of the Expert is conclusive and binding on the parties;
  - (5) the costs of the Expert will be shared equally between the parties unless otherwise determined by the Expert; and
  - (6) if the Expert fails to deliver a determination within 20 days after the last day on which the parties are entitled to make submissions, either party may require the appointment of a further Expert under clause 11.8(b)(1) to determine the dispute.

#### **11.9 Termination of consecutive leases**

This Lease will terminate automatically if there exists any Consecutive Lease the commencing date of which precedes the Date of Commencement and:

- (a) the Lessee gives notice to the Lessor not later than the date which is 3 months prior to the Date of Commencement that it no longer requires the Premises; or

- (b) that Consecutive Lease is terminated for any reason.

## **12. Notices**

### **12.1 Method of service**

Any notice to be given under this Lease by one of the parties to the other must be in writing and is given for all purposes:

- (a) by delivery in person, by pre-paid post addressed to the receiving party at the address specified in the notice details in the Information Table; or
- (b) by email to the email address specified in the notice details in the Information Table.

### **12.2 Time of service**

Any notice given in accordance with this Lease will be deemed to have been duly served if:

- (a) in the case of posting at the expiration of two Business Days after the date of posting; or
- (b) emailed, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee.

### **12.3 Change of address**

A party may at any time change its address, postal address or email by giving notice to the other party.

## **13. Authorised Users**

- (a) An Authorised User may exercise any right of the Lessee under or in connection with this Lease.
- (b) The Lessee must ensure that its Authorised Users:
  - (1) comply with the terms of this Lease when exercising the rights of the Lessee under this Lease; and
  - (2) do not cause the Lessee to breach this Lease.
- (c) For the avoidance of doubt, the parties agree that the rights afforded under this clause 13 do not trigger the application of clauses 14.1 and 14.2 of this Lease.

## **14. Assignment**

### **14.1 General restrictions on assignment**

The Lessee may assign the Lease or sublet, license, part with or share its right to possession of the Premises with the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.

**14.2 Overriding Condition where Lessee is a NSW Government Agency**

- (a) Notwithstanding clause 14.1, the Lessee may assign this Lease or sublet or licence the whole or any part of the Premises to another NSW Government Agency without the consent of the Lessor.
- (b) In the case of an assignment to a NSW Government Agency, if the Lessee:
  - (1) notifies the Lessor of the NSW Government Agency who occupies the Premises; and
  - (2) the assignee confirms by letter or deed that it will perform the obligations/agreements contained in this Lease,the assignor is released from all of its obligations under this Lease on and from the date of assignment.

**15. Lessor's covenants****15.1 Quiet enjoyment**

The Lessor covenants that the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming through the Lessor. The Lessor must not do anything which derogates from its grant of the Premises to the Lessee under this Lease.

**15.2 Restriction on Lessor's use of the Land**

The Lessor covenants that the Lessor will not itself nor will it permit any third party to do anything on the Land, including but not limited to:

- (a)
- (b) alter existing ground levels on or immediately adjacent to the Premises;
- (c) create any easements on the Premises; or
- (d) erect any structure or facility on, above or below the Premises or the Land,

which is likely to cause physical, radio or other interference which obstructs, interrupts or impedes the use or operation of the Lessee's telecommunications facility, network or service or Equipment without first obtaining the written consent of the Lessee which consent must not be unreasonably withheld. If the Lessee advises the Lessor of any breach by the Lessor of its covenant the Lessor will, to the extent that it is within its power to do so, use all reasonable endeavours at its expense to forthwith remedy such breach.

**15.3 Sale or dealings with the Land by the Lessor**

- (a) This clause 15.3 does not apply if this Lease is registered.
- (b) The Lessor must not sell, transfer, subdivide or otherwise deal with its interests in the Land (so far as it relates to the Premises and any areas used by the Lessee for access to or use of the Premises) unless it first procures that the transferee or other relevant person provides a deed poll in favour of the Lessee, in a form reasonably required by the Lessee, under which that person

agrees to comply with all of the Lessor's Covenants as if that person were the Lessor party originally named in this Lease.

- (c) The Lessor consents to the Lessee lodging a caveat to protect its rights under this Lease. If requested by the Lessee, the Lessor must sign the caveat or other relevant form to indicate its consent.
- (d) The Lessee must consent, as caveator, to the registration of any transfer or dealing contemplated by clause 15.3(a) if the Lessor has provided the Lessee with the duly executed deed poll required under that clause.

#### **15.4 Abandoned Infrastructure**

Where any land adjacent to or adjoining the Premises that has telecommunication infrastructure (including towers, shelters and the like) erected on it which has been abandoned or disused by a third party, the Lessor must promptly notify the Lessee of that disuse or abandonment.

#### **15.5 Consent of Mortgagee or Chargee**

If the Land is subject to any mortgage or charge, the Lessor must, at its cost, obtain the mortgagee or chargee's consent to this Lease.

#### **15.6 Registration**

The Lessor must do all things reasonably necessary to enable the registration of this Lease and any other covenant or document required to be registered pursuant to this Lease at the relevant Land Titles Office in the Jurisdiction.

#### **15.7 Contamination**

- (a) To the best of the Lessor's knowledge, at the Date of Commencement, the Land does not contain substances hazardous to health or safety.
- (b) If any remediation of the Land is required by Statute or because substances are present on the Land which are hazardous to health or safety, and is not caused by the activities of the Lessee on the Land, then the Lessor must, upon written request from the Lessee, at the Lessor's cost, carry out such cleanup as may be required to comply with the Statute or deal with the hazard to health or safety.

#### **16. ACMA dispute resolution**

- (a) If at any time either party (**Affected Party**) reasonably believes that there is an interference which is prohibited by or may constitute a breach of this Lease, it may notify the other party (**Interfering Party**) in writing (**Interference Notice**). An Interference Notice must include reasonable details of the interference asserted by the Affected Party.
- (b) If the Interfering Party disputes the Interference Notice, it must do so in writing within fourteen (14) days of receipt of the Interference Notice. If the Interfering Party does not dispute the Interference Notice, the Interfering Party must use its best endeavours to remedy such breach within sixty (60) days of receiving the Interference Notice.



- (c) If the Interfering Party disputes the Interference Notice and the parties cannot agree on the cause of the interference specified in the Interference Notice (**Cause**), either party may refer the matter to the Australian Communications and Media Authority (**ACMA**) for determination. Each party must promptly (at its own cost) do all things reasonably necessary to assist ACMA to investigate and determine the Cause, including providing relevant information and access to the Premises and the Land.
- (d) If ACMA determines that the Interfering Party's act or omission is the Cause, the Interfering Party will promptly comply with any relevant direction by ACMA to rectify the Cause. If the Interfering Party cannot or will not rectify the Cause within ninety (90) days of ACMA's determination, the Affected Party may terminate this Lease by giving sixty (60) days' written notice of termination to the Interfering Party, unless the Interfering Party rectifies the Cause prior to expiry of the sixty (60) day notice period.
- (e) Upon such termination:
  - (1) the rights and remedies of a party which have accrued before the termination will survive; and
  - (2) the Lessor must within thirty (30) days refund to the Lessee a pro rata amount of any Rent and other moneys paid in advance to the Lessor relating to any period after termination.
- (f) The Lessor acknowledges and agrees that the Lessor is not entitled to issue an Interference Notice under clause 16(a), in the case of an emergency.
- (g) Upon ACMA's determination pursuant to clause 16(d), the Lessee may, without prejudice to any rights which have at that time accrued to the parties or which may accrue upon termination, terminate this document upon the giving of sixty (60) days' written notice of its intention to do so to the Lessor.

## **17. Procedural matters**

### **17.1 Variation or Waiver**

- (a) None of the provisions of this Lease shall be taken either at law or in equity to have been varied, waived, discharged or released by either party unless by express consent in writing.
- (b) A waiver by the Lessor of any breach of any condition contained or implied in this Lease shall not operate as a waiver of another breach of the same or of any other condition in this Lease.

### **17.2 Costs of Lease, etc**

The Lessee will pay to the Lessor the costs of or incidental to:

- (a) the preparation and completion of this Lease to an amount capped at \$1,500.00 plus GST to be paid by the Lessee on receipt of the Lease correctly executed by the Lessor,
- (b) stamp duty (if any) and registration of this Lease and any variation thereto,
- (c) any application for the consent of the Lessor requested by the Lessee,

- (d) any breach or default by the Lessee,
- (e) the exercise of any right, power, privilege, authority or remedy of the Lessor.

## **18. Goods and services tax**

### **18.1 Consideration exclusive of GST**

The parties agree that any consideration or payment obligation arising under or in connection with this Lease is exclusive of GST unless stated otherwise.

### **18.2 Taxable Supply**

- (a) This clause applies if a supply made under or in connection with this Lease is a Taxable Supply.
- (b) If this clause applies, the consideration for the Taxable Supply is increased by an additional amount equal to the amount of that consideration multiplied by the relevant GST rate.
- (c) The additional amount under clause 18.2(b) is payable at the same time and in the same manner as the consideration for the Taxable Supply to which the additional amount relates.

### **18.3 Tax Invoice**

A party who makes a Taxable Supply must provide a Tax Invoice within twenty eight (28) days of a request.

### **18.4 Payments**

Unless otherwise stated in this Lease, the following principles apply when determining the amount of a payment under this Lease if a party:

- (a) is entitled under this Lease to be reimbursed or indemnified by the other party for an expense, claim, loss, liability or cost incurred in connection with this Lease, the reimbursement or indemnity payment must not include any GST component of the expense, claim, loss, liability or cost for which an Input Tax Credit may be claimed; and
- (b) is required to make an adjustment in respect of an amount paid or payable under this Lease, the same principles apply to calculate the amount to be adjusted, as if the amount had been paid in accordance with clause 18.4(a).

## **19. Counterparts and electronic signature**

### **19.1 Counterparts and electronic signature**

- (a) This Lease may be executed:
  - (1) in any number of counterparts; and
  - (2) by way of original signatures on electronic copies of this Lease, or by electronic signatures on electronic copies of this Lease,

and all counterparts executed separately when taken together constitute one agreement and counterparts executed separately may be consolidated into a single document.

- (b) The parties acknowledge that the electronic version of this Lease signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (c) The parties agree to be bound by the electronic version of this Lease which has been signed in accordance with this clause.
- (d) The parties agree that they will be bound by, have complied with and will comply with the *Electronic Transactions Act 2000* (NSW) and the *Electronic Transactions Regulation 2017* (NSW) in relation to the execution of this Lease.

## Executed as an agreement

### Execution by Lessor

The Council of the Shire of Narrabri by its authorised delegate pursuant to Section 377 of the Local Government Act 1993 (NSW):

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Delegate

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Name of Delegate (print)

\_\_\_\_\_  
Address of Witness (print)

### Execution by Lessee

I certify that I am an eligible witness and that an authorised officer of the lessee signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

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

Signature of authorised officer: \_\_\_\_\_

Authorised officer's name: \_\_\_\_\_

Name of witness: \_\_\_\_\_

Authority of officer: \_\_\_\_\_

Address of witness: \_\_\_\_\_

Signing on behalf of NSW Government  
Telecommunications Authority

[delete if not applicable] This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000.

THIS IS ANNEXURE "B" TO THE LEASE BETWEEN THE COUNCIL OF THE SHIRE OF NARRABRI ABN 95 717 801 656 (*LESSOR*) AND NEW SOUTH WALES GOVERNMENT TELECOMMUNICATIONS AUTHORITY ABN 85 430 594 829 (*LESSEE*) OF THE PREMISES BEING PART OF 2/539694

## **Annexure B Plan**



