



ORDINARY MEETING LATE ITEMS AGENDA

Tuesday 17 September 2024
commencing at 9:30AM
Quilpie Shire Council Boardroom
50 Brolga Street, Quilpie

Ordinary Meeting of Council

26 September 2024

The Mayor and Council Members
Quilpie Shire Council
QUILPIE QLD 4480

Dear Members

Reference is hereby made to the Ordinary Meeting of the Quilpie Shire Council scheduled to be held at the Council Chambers, on **Tuesday 17 September 2024**, commencing at **9:30AM**.

An agenda for the Ordinary Meeting was forwarded to all Members on 10 September 2024. In addition to the agenda, please find attached a summary of "Late Items".

Yours faithfully

Justin Hancock
Chief Executive Officer





ORDINARY MEETING OF COUNCIL AGENDA

Tuesday 17 September 2024
Quilpie Shire Council Boardroom
50 Broлга Street, Quilpie

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16 LATE ITEMS**16.1 SALE OF LAND AT ADAVALE****IX: 254530****Author: Janelle Menzies, Manager Governance and Compliance****Attachments: 1. Reply from Roxy Williams regarding error****KEY OUTCOME****Key Outcome:** 2. Flourishing Economy**Key Initiative:** 2.1 Reach the Q1000 population target**EXECUTIVE SUMMARY**

To advise Council of an error in the Lot on Plan number in the report to Council dated 27 August 2024.

RECOMMENDATION

That the Council accept the correction of Resolution A172-08-24 item 1 as follows:

- 1. Accept the offer to purchase one lot of land at Adavale from Roxy Williams for Lot 408 on Lot A2451 amounting to \$2,000.**

BACKGROUND

The relevant sections of Council's resolution are included below:

EXECUTIVE SUMMARY

The purpose of this report was to advise Council of offers to purchase blocks of land in Adavale.

RESOLUTION NO: (QSC001-08-24)

Moved: Cr Roger Volz

Seconded: Cr Lyn Barnes

That Council:

1. Accept the offer to purchase one lot of land at Adavale from Roxy Williams for Lot **406** on Lot A2451 amounting to \$2,000.
- ...
5. Delegate power to the Chief Executive Officer pursuant to Section 257 of the *Local Government Act 2009* to negotiate, finalise and execute any, and all, matters associated with or in relation to this land sale.

5/0

While preparing the documentation a typing error was identified on the Offer to Purchase which stated Lot 406 on Lot A2451 instead of Lot 408 on Lot A2451.

The purchaser has been contacted and they have confirmed that Lot 408 on A2451 is correct.

CONSULTATION (Internal/External)

Roxy Williams

Chief Executive Officer (Acting)

LEGAL IMPLICATIONS

The error has been identified prior to the resolution being enacted. Documentation can now be prepared for the block owned by Council.

POLICY AND LEGISLATION

Local Government Act 2009

Local Government Regulation 2012

Procurement Policy

FINANCIAL AND RESOURCE IMPLICATIONS

No additional financial and resource implications.

RISK MANAGEMENT IMPLICATIONS

Low Risk

Janelle Menzies

From: Roxy Williams [redacted]
Sent: Monday, 16 September 2024 3:41 PM
To: Janelle Menzies
Cc: Sharni Loweke
Subject: Re: Land for sale in Adavale

Hello Janelle,

Confirming 408 is correct, apologies for any confusion.

Kind regards,

Roxy
Sent from my iPhone

On 16 Sep 2024, at 3:38 PM, Janelle Menzies <Janellem@quilpie.qld.gov.au> wrote:

Hi

Can I get confirmation from Roxy to confirm please.

<p>Janelle Menzies Manager Governance & Compliance www.quilpie.qld.gov.au</p> <p><image001.png></p>	<p>Janellem@quilpie.qld.gov.au 07 4656 0506 PO Box 57, Quilpie QLD 4480 50 Broлга St, Quilpie QLD 4480</p>
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We Value: **Respect** | **Communication** | **Fun & Humour** | **Pride** | **Trust** | **Teamwork**

From: Sharni Loweke [redacted]
Sent: Monday, September 16, 2024 11:48 AM
To: Janelle Menzies <Janellem@quilpie.qld.gov.au>; [redacted]
Subject: Re: Land for sale in Adavale

Hi Janelle,

Yes please adjust to 408 :)

Thanks,

Kind Regards,

Sharni Loweke

From: Janelle Menzies <Janellem@quilpie.qld.gov.au>
Sent: Monday, September 16, 2024 11:45:22 AM
To: Sharni Loweke [redacted]; [redacted]

roxyhw74@hotmail.com

Subject: RE: Land for sale in Adavale

Hi Roxy

It has come to my attending, I have just discovered that your Offer to purchase was for Lot 406 which is not for sale. Please advise if you offer should have been for Lot 408.

Regards

Janelle Menzies
Manager Governance & Compliance
www.quilpie.qld.gov.au

Janellem@quilpie.qld.gov.au
07 4656 0506
PO Box 57, Quilpie QLD 4480
50 Brolga St, Quilpie QLD 4480

<image001.png>



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16.2 NBN LEGAL AGREEMENT**IX: 254543****Author: Julie Reitano, Acting CEO****Attachments: 1. DRAFT Notification Agreement_Quilpie Shire Council NBN.pdf****KEY OUTCOME****Key Outcome:** 2. Flourishing Economy**Key Initiative:** 2.2 Build digital capacity for townships and end-users**EXECUTIVE SUMMARY**

That Council delegate power under Section 257 (1)(b) of *Local Government Act 2009* to the Chief Executive Officer to finalise negotiations in relation to the agreement, and power under Section 236 of the *Local Government Act 2009* to sign the document on behalf of Council.

RECOMMENDATION

That Council delegate power under Section 257 (1)(b) of *Local Government Act 2009* to the Chief Executive Officer to finalise negotiations in relation to the agreement, and power under Section 236 of the *Local Government Act 2009* to sign the document on behalf of Council.

BACKGROUND

Prior to the Chief Executive Officer going on leave, he received a draft agreement from nBn (National Broadband Network). It was intended to go into the Council meeting on 27 August 2024 agenda however, it was missed by the report's author in being included.

As outlined by the nBn:

*The intent of these agreements is to enable **nbn** to efficiently undertake minor activities associated with maintenance and subscriber demand connections within land owned by Council.*

- *A Notification Agreement is a recognised arrangement under the Telecommunications Act (Act) between a land owner (e.g. Council) and telecommunication carrier (**nbn**) regarding the notification of activities, in place of a site specific LAAN which requires a 10 business day notification period.*
- *This agreement applies to maintenance activities on the network and subscriber connections, and does not include planned new network installation activities.*
- *The agreement does not preclude **nbn** from our responsibilities under the Act, including; reinstatement, ensuring public health and safety, applying suitable traffic management, and assessing impacts to the environment.*
- *While the agreement is a standard document Parts 2.3 and 2.5 can be tailored to formalise responsibilities and exclude certain activities, providing these do not reduce our ability to effectively and efficiently operate the network. Typical clauses which other Council's generally request have been added in red.*

- **NBN** have agreements with about 400 Councils nationwide, approx 92% of Councils that have fixed line network.
- If Council decides that they do not wish to continue with the agreement this can be terminated at any time via email.

OPTIONS

Given Council's existing commitment to the project, the agreement is now largely a formality.

CONSULTATION (Internal/External)

- Chief Executive Officer

LEGAL IMPLICATIONS

The report tables a legal agreement for signature by Council's delegate.

POLICY AND LEGISLATION

Telecommunications Act (Act)

Local Government Act 2009

236 Who is authorised to sign local government documents

(1) The following persons may sign a document on behalf of a local government—

- (a) the head of the local government;*
- (b) a delegate of the local government;*

FINANCIAL AND RESOURCE IMPLICATIONS

Nil

RISK MANAGEMENT IMPLICATIONS

Low



Alternate Notification Agreement

Between nbn co limited (nbn) and Quilpie Shire Council for Maintenance Activities

nbn-Confidential: Commercial | TYPE 2 TEMPLATE | Rev3.0 | 21/03/2019
Owner: GM, Land Access & Stakeholder Engagement

1 Purpose

nbn is a carrier under the *Telecommunications Act 1997* (Cth) (**the Act**) and is in the process of deploying the Australian national broadband network (**nbn**[™] network). This involves installing new telecommunications facilities (such as underground and aboveground cabling, conduits, pits, ducts, poles, equipment shelters, nodes, cabinets and the like). Part of the network deployment will also require nbn to maintain and repair existing facilities and newly installed facilities that form part of the **nbn**[™] network.

Schedule 3 of the Act and the *Telecommunications Code of Practice 2021* (Cth) (**the Code**) set out the requirements for **nbn** to notify owners and occupiers of proposed installation and maintenance activities on their land and the processes that apply to objections to those activities. **nbn** and its Partners provide such notice by way of a Land Access Activity Notice (**LAAN**).

The Act and the Code enable notification requirements under the Act and Code to be waived by land owners or occupiers and/or for alternative notification requirements to be agreed by owners or occupiers and the carrier. The right to waive notice requirements and to enter into alternative arrangement are set out in clause 17(5), 18(3) and 19(2) of Schedule 3 to the Act and sections 2.17, 2.26, 4.27 and 6.27 of the Code, respectively. Part 2 of the Code deals with land access and inspection activities, Part 4 deals with installation of “low-impact facilities” as defined in the *Telecommunications (Low-impact Facilities) Determination 2018* (Cth) (**LiFD**) and Part 6 of the Code deals with maintenance activities for telecommunications facilities.

The purpose of this Notification Agreement is to set out a streamlined land access and activity notification process for maintenance activities and subscriber connections undertaken by **nbn** or its employees, contractors subcontractors or agents (Partners) on land that is owned, occupied or managed by [Quilpie Shire Council](#).



2 Waiver of Notification Requirements/ Alternate Notification Arrangements

2.1 Agreement to Waive Notification Requirements

By signing this Agreement [Quilpie Shire Council](#), in accordance with clause 17(5), 18(3) and/or 19(2) (as applicable) of Schedule 3 of the Act, agrees to waive the right (under clause 17(1), 18 (1) and/or 19(1) of Schedule 3 of the Act, as applicable) to receive LAANs for the activities stated in this Notification Agreement.

2.2 Activities APPLICABLE to the Agreement

This Agreement applies to maintenance activities and subscriber connections undertaken by **nbn**, or its employees, contractors, subcontractors or agents) (Partners), on land owned, occupied or managed by [Quilpie Shire Council](#).

In accordance with Division 4 of Schedule 3 to the Act, maintenance activities include:

- A. Survey and inspection of land, including
 - a. entering on, and occupying, land;
 - b. removing, or erecting a gate in, any fence.
- B. Technical upgrade, repair or replacement of existing **nbn**TM network and assets including above or below ground facilitates within the footprint of the existing network to ensure the proper functioning of the original facility including:
 - a. the alteration, removal or repair of the original facility;
 - b. the provisioning of the original facility with material or with information (whether in electronic form or otherwise);
 - c. the replacement of the whole or a part of the original facility in its original location, subject to:
 - i. the operation of the replacement facility having noise levels less than or equal to the operation of the original facility; and
 - ii. the volume of the facility does not exceed the volume of the original facility.
 - d. the installation of an additional facility in the same location as the original facility, subject to:
 - i. the combined levels of noise from the operation of the additional facility and the original facility are less than or equal to the levels of noise that resulted from the original facility; and either
 - ii. the additional facility is located inside a fully enclosed building, the original facility is located inside the building and the building is not modified externally as a result of the installation of the additional facility; or
 - iii. The additional facility is located inside a duct, pit, hole, tunned or underground conduit.
- C. General maintenance of existing **nbn**TM infrastructure and assets such as graffiti removal, pest control and vegetation trimming or removal (only if impacting on **nbn**TM infrastructure or maintenance activities). In a case where any tree, undergrowth or vegetation obstructs, or is likely to obstruct, the operation of the original facility— minor vegetation works include turf removal, ground cover trimming and tree branch trimming/lopping which are unlikely to affect the viability of the vegetation or streetscape.

nbn-Confidential: Commercial
TYPE 2 TEMPLATE | Rev 3.0



In addition, the Agreement also applies to:

- D. To waive the right to receive LAANs for survey, inspection, installation and maintenance activities (under Divisions 2, 3 and 4 of Schedule 3 of the Act) undertaken within a road reserve which are required to facilitate efficient subscriber connections from the road reserve to a premises.

2.3 Activities NOT APPLICABLE to the Agreement

1. *Activities located within land other than the road corridor; including park reserves, utility reserves, buildings or any other gated/fenced land administered by Quilpie Shire Council. For the avoidance of doubt this agreement shall only apply to road reserve administered by Quilpie Shire Council.*
2. *Any activities which require the surface of the road carriageway to be disturbed.*

2.4 Party's Representatives and Contact Details

The Party nominates the persons below as their representatives for correspondence and discussions in relation to this Agreement.

	Contact Name	Postal Address	Phone	Email
nbn	Darryl McMillan	44 Southgate Ave, Cannon Hill QLD 4170	0413684317	darrylmcmillan@nbnc.com.au
Quilpie Shire Council	Peter See	PO Box 57 Quilpie QLD 4480	07 4656 0568	peters@quilpie.qld.gov.au

Any notices or correspondence under this Agreement are to be sent to the parties respective representatives:

- In the case of **nbn**, notices or correspondence under this Agreement are to be sent to it by email.
- In the case of **Quilpie Shire Council** notices or correspondence under this Agreement are to be sent to it by email.

2.5 nbn's Responsibilities

In accordance with our obligations under the Act, the Code and applicable State and Territory laws, **nbn** and its Partners will take all reasonable steps, when undertaking activities referred to in 2.2 above, to:

- ensure that they cause as little detriment and inconvenience and do as little damage as is practicable;
- ensure that the land is restored to a condition similar to that before the activity began;
- act in accordance with good engineering practice;
- protect the safety of persons and property;

nbn-Confidential: Commercial
TYPE 2 TEMPLATE | Rev 3.0



- ensure that the activity interferes as little as practicable with:
 - the operation of public utilities;
 - public roads and paths;
 - the movement of traffic;
 - the use of land; and
 - protect the environment.
- *Should any activities covered under this agreement involve the disturbance or reinstatement of Quilpie Shire Council administered land with hard surfaces (i.e. concrete, asphalt, paving, etc) a courtesy notification shall be provided to admin@quilpie.qld.gov.au prior to these activities commencing.*

2.6 Quilpie Shire Council Responsibilities

Not used

2.7 Variation of the Agreement

This Agreement may only be varied with the written consent of both Parties to the Agreement (such consent is not to be unreasonably withheld by either party).

2.8 Termination of the Agreement

Either Party to this Agreement may terminate the Agreement by providing written notice, by registered post or email (**Termination Notice**), to the other Parties' representative, whose contact details are set out in 2.3 of the Agreement.

The Agreement is terminated:

- in the case of a Termination Notice sent by email, on the day that is 14 calendar days after the Termination Notice was sent by email from the terminating Party to the other Party's representative; and
- in the case of a Termination Notice sent by registered post, on the day that is 16 calendar days after the day that the Termination Notice was sent by registered post by the terminating Party.

To avoid any doubt, the alternative notification arrangements set out in this Agreement (including any waiver by [Quilpie Shire Council](#) of its rights to receive notification of **nbn's** or its Partners' activities under Schedule 3 of the Act) remain in force until such time that the Agreement is terminated in accordance with this section 2.8.

nbn-Confidential: Commercial
TYPE 2 TEMPLATE | Rev 3.0



3 Executed as an Agreement

Effective Date and Signature

nbn

Signature	Date
_____	_____
Name	Job title
_____	_____

Quilpie Shire Council

Signature	Date
_____	_____
Name	Job title
_____	_____

16.3 UPDATE FROM THE OFFICE OF THE CHIEF EXECUTIVE OFFICER

IX: 254545

Author: Julie Reitano, Acting CEO

Attachments: Nil

KEY OUTCOME

Nil

EXECUTIVE SUMMARY

The report provides a summary of the key actions within the Office of the Chief Executive Officer.

ACTION ITEMS

<ul style="list-style-type: none"> Correspondence prepared, reviewed, signed and sent 	
Letters to successful pre-qualified suppliers	13
Contracts signed (By Quilpie Shire Council's delegate)	13
Letters to unsuccessful tenderers for panel of pre-qualified suppliers (wet and dry hire)	
– completed.	12
– no details provided.	3
– incomplete information received (will be posted).	1
Letter for unsuccessful quotations for plant	3
Letters for non-award of tenders – pending discussion with Council	4
Development Decision Notices	3
Letter of offer and documentation to Regional Arts Development Fund (RADF) successful applications	3
Letters for Community Assistance Program applications	5
Letters to applicants for dedicated road access to lots	2
Acceptance of offers to purchase Adavale land	
– completed.	3
– prepared pending minor correction to minutes	1
Lodgement of Council's views to the Department of Resources (response to 2 requests)	1
General Business – Seeking update on hospital extension funding application	1
Internal memos – for Christmas shutdown	1

Other actions include:

- Further progress as part of the working group for Eromanga Natural History Museum development.

Preparation of a community summary for Stage 3 of the Eromanga Natural History Museum (ENHM).

- Preparation of the draft staff newsletter for Quilpie Shire Council teams.

- Director Engineering Services appointment process proceeded to the next stage – we hope to make an announcement very soon.
- Working with Director on finalising the Exclusion Fencing Survey.
- Induction handbook commenced for the Leadership Team in preparation for the new Director commencing – first module – Quilpie Shire Council decision-making process.

Meetings include:

Queensland Reconstruction Authority (QRA) Regional Liaison Officer – 29 August 2024

Inception Meeting – Eromanga Natural History Museum Working Group – 3 September 2024

Quilpie Powerhouse Housing Units Update – 5 September 2024

Hearing/Meeting with Resident – 9 September 2024

Truck It – Office of the CEO Report – 10 September 2024

Briefing Session / Workshop – 10 September 2024

Audit Committee Meeting – 10 September 2024

Elected Member Update – 11 September 2024

NBN (National Broadband Network) Discussion – 13 September 2024 (Public Holiday)

CONSULTATION (Internal/External)

Executive Leadership Team

LEGAL IMPLICATIONS

Nil

FINANCIAL AND REVENUE IMPLICATIONS

Nil

RISK MANAGEMENT IMPLICATIONS

Nil