

Corporate Services Report

Corporate Services Manager
April 2024



HR

HR has submitted her report to Council.

New HR has signed her contract of employment with Council. She is from the South Burnett area, Nanango and will be officially starting with us on the 1/5/2024. Ms Jackie Roberts was the successful applicant and followed up her interview, with a visit to community to see our operations. The whole process was, accountable, professional, and enjoyable.

A traineeship for the reception area has been mentioned to our current HR advisor. That position will be advertised shortly.

We also have a housing position, that will be put out to community to apply for. The role is specific for cultural and safety reasons. This person will need to be located way from our Admin building, as we are limited for space. Arrangements have been sought to define this role as well, within the Housing team.

Housing

Housing team have submitted their report to Council.

Housing team are working on refining current data like the waiting lists for better administrative and operational purposes. We have started the year with (2) lists to follow, Emergency Waiting List. The other is our General Waiting List.

I met with our Housing and Finance teams, 15/04/2024 to discuss a process for writing off debt (namely rental debt). That could/should include evictions in that process as well. It is a work in progress now but there are factors that affect both CASC Finance and CASC Housing. These issues need to be worked out or incorporated, to give Council a clearer process to follow and a better policy to adopt. At the moment, this is a mine field. Sadly, it's been carried over for so, so long.

Reception

Reception staff have been involved in minor financial processes like raising work orders, under supervision. We will have a trainee shortly that will fit the need at reception nicely. Timesheets have also been handled by our team to help with the rush on paydays. This is a big help and a skill that adds value to our overall operations.

Further training will be scheduled for the Housing staff and reception will be included in that. Dealing with difficult people will be something that would benefit both, and we'll start this training when the course is available next.

Sam Murray | Corporate Services Manager | CASC

Finance

Finance Manager is diligently working on Budget Checklist items. CASC assets have been assessed and updated as well. Here is a short list of the work the finance team have been working on –

- Implemented internal audit recommendations – grant management.
- FY 2024-25 budget and long-term financial forecasting
- Assets desktop valuation of all assets class
- Preparing for interim financial audit that will begin from 20th May.
- Working together with C & ED Manager, on Assets Management Planning for Building
- 6 years data for aged debtors to determine the write off balance. *This work has only just begun but will give a better indication of our finances if Council decides to clear the debt off our books.*

Meetings

HR Interviews 13/03/2024

CASC Corporate Services Meeting 27/03/2024

Finance and Housing Meeting 15/4/2024

Other

New software is being prepared for EOFY readiness and this will be a great step forward for Council operations. We're "clearing the deck" so to say in readiness for this much needed upgrade.

Accumulated debt will be one of the very issues we'd like to focus on and proactivity in this area would benefit the capacity building that has taken place in recent years.

It will be a real game changer for CASC as the new software will also bring new skills, better security and scrutiny, and a significant increase in technology.

Lastly, Mrs Jo Simpson had nominated for my role for the (2) weeks while away on annual leave. She was the only one to nominate, CEO had no issue. From all reports she did an admirable job and the team got behind her in the same manner they do with me.

Thank You

Sam Murray | Corporate Services Manager | CASC

FINANCE MANAGER REPORT AS AT

31 March 2024



Cherbourg Aboriginal Shire Council
Operating Actual Vs Budget
FY 2023-2024

March

YTD Operating Income
Actual \$11.18M
Variance (\$1.11M) ▼ (9.0%)

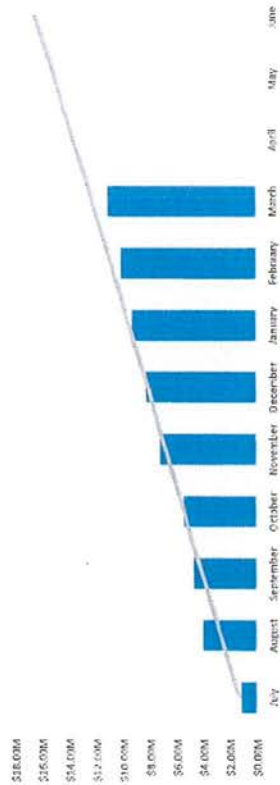
YTD Operating Expenditure
Actual \$17.79M
Variance (\$0.49M) ▲ (2.7%)

Operating Surplus Ratio
-59.12%

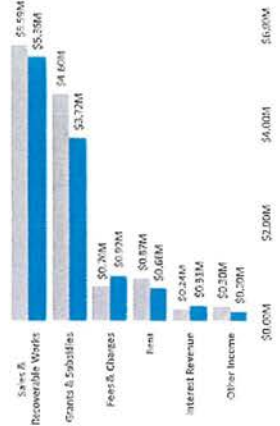
■ Budget ■ Actual
 ■ Positive Variance ■ Negative Variance



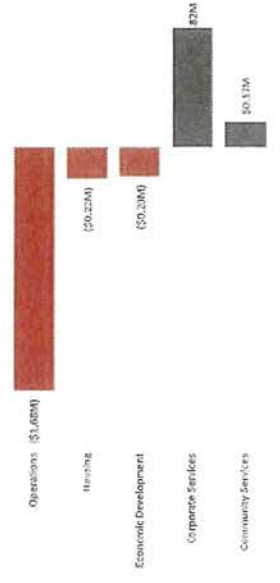
Total Income - Actual vs Budget



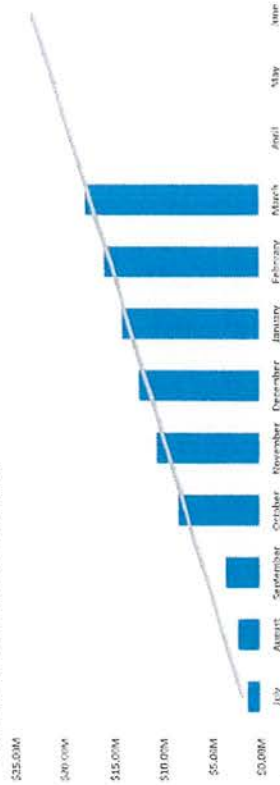
Income YTD



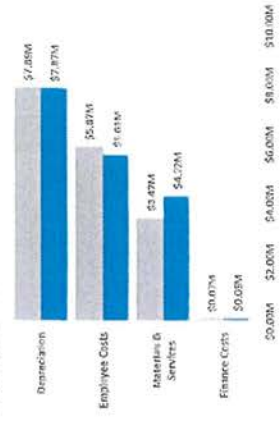
YTD Income Variance By Directorate



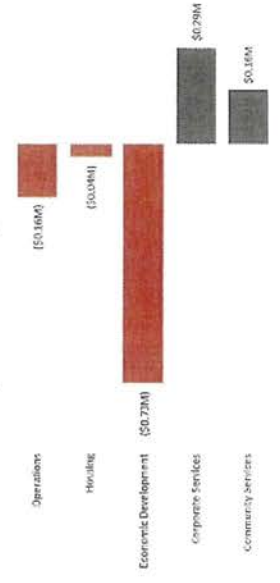
Total Expenditure - Actual vs Budget



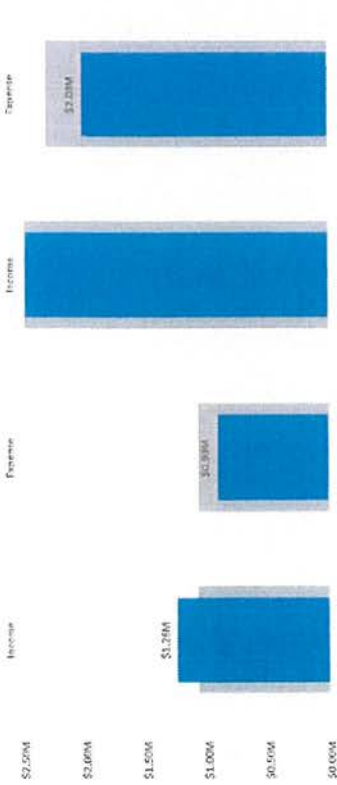
Expenditure YTD



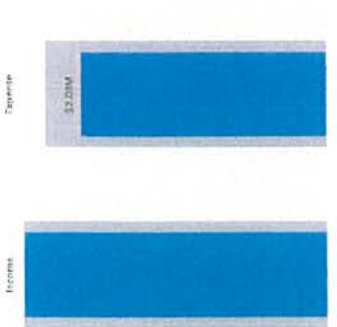
YTD Expenditure Variance By Directorate



Community Services



Corporate Services



Economic Development



Housing



Operations



Cherbourg Aboriginal Shire Council
Financial Position
FY 2023-2024

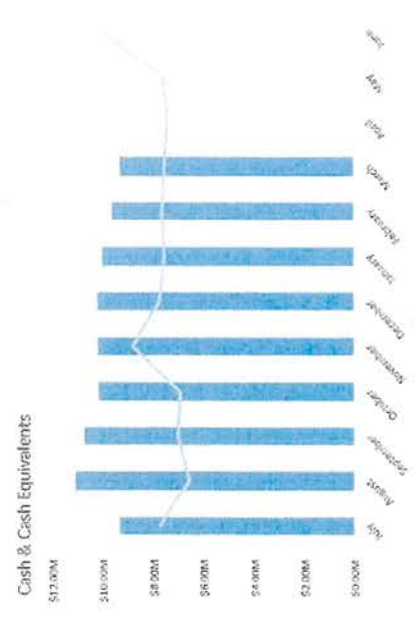
March

YTD Assets
 Current \$11.13M
 Non-Current \$201.74M

YTD Liabilities
 Current \$3.61M
 Non-Current \$3.87M

Net Financial Asset/Liability Ratio
 -33%

Actual — Prior Year
 Decrease ▲ Increase ▼



Current Assets

Cash & Cash Equivalents	\$9.29M
Contract Assets	\$0.56M
Trade & Other Receivables	\$0.69M
Inventories	\$0.46M
Biological Assets	\$0.12M
Total Current Assets	\$11.13M

Non-Current Assets

Buildings	\$35.35M
Furniture & Fittings	\$0.00M
Houses	\$170.83M
Infrastructure	\$37.49M
Land	\$1.75M
Motor Vehicles	\$0.83M
Plant & Equipment	\$4.42M
Work in Progress	\$1.08M
Total Non-Current Assets	\$201.74M



Total Assets
 \$212.87M

Current Liabilities

Contract Liabilities	\$2.41M
Trade & Other Payables	\$0.85M
Current Provisions	\$0.35M
Total Current Liabilities	\$3.61M

Non-Current Liabilities

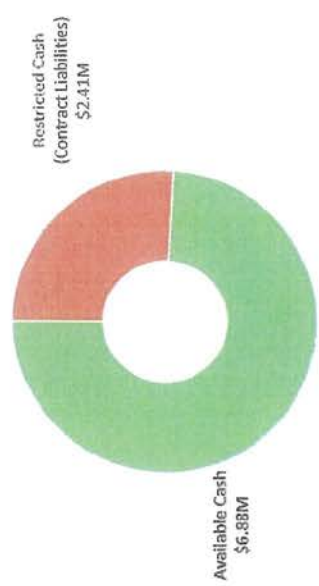
Non-Current Provisions	\$3.35M
Trade & Other Payables	\$0.52M
Total Non-Current Liabilities	\$3.87M

Total Liabilities
 \$7.48M

Equity

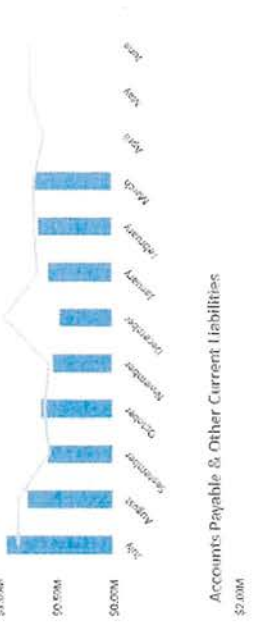
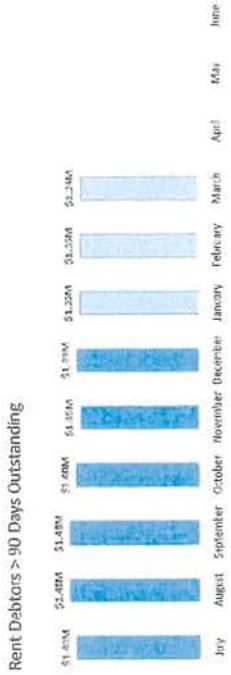
Retained Surplus	\$90.47M
Asset Revaluation Surplus	\$114.92M
Total Equity	\$205.39M

Total Liabilities & Equity
 \$212.87M



Rent Debtors

- Number of Rent Debtors: 358
- Average Rent Arrears: \$4,371
- Total Rent Arrears: \$1,564,675



5

Rental Debt in Millions

30-Jun-20	\$	1.50
30-Jun-21	\$	1.53
30-Jun-22	\$	1.62
30-Jun-23	\$	1.58
31-Jul-23		1.59
31-Aug-23		1.68
30-Sep-23		1.67
31-Oct-23		1.68
30-Nov-23		1.58
31-Dec-23		1.66
31-Jan-23		1.59
29-Feb-24		1.58
31-Mar-24		1.56



Operating Statement: As at 31 March, Council has net operating deficit of \$6.60 M, which is unfavourable to budget by \$ 1.6 M.

Whole Of Council

	Actual	Year to Date		Traffic Light	Comments	
		Budget	\$ Variance			
		\$	% Variance			
Grants & Subsidies	\$ 3,722,743	\$ 4,599,900	\$(877,157)	-19.07%	✘	Timing issue for FAGS funding with \$1.62M variance from budget figures but offset by SGFA paid in advance for the full year (\$690k extra to the end of March).
Fees & Charges	\$ 923,405	\$ 695,655	\$ 227,750	32.74%	✔	On track
Sales & Recoverable Works	\$ 5,357,606	\$ 5,590,179	\$(232,573)	-4.16%	✔	On track
Interest Revenue	\$ 314,317	\$ 240,003	\$ 74,314	30.96%	✔	Higher interest revenue due to increase in interest rates.
Rent	\$ 661,451	\$ 869,094	\$(207,643)	-23.89%	✘	Timing issue with the full year rental offset already processed.
Other Income	\$ 200,354	\$ 296,172	\$(95,818)	-32.35%	✘	Incentives income is \$78k less than budgeted and other income from the water charges for the Farm is zero for March against a budget of \$30k.
Total Income	\$ 11,179,876	\$ 12,291,003	\$(1,111,127)	-9.04%		
Employee Costs	\$ 5,609,147	\$ 5,866,857	\$(257,710)	-4.39%	✔	The underspent is due to the wages growth on the award pay rates not being applied yet.
Materials & Services	\$ 4,224,989	\$ 3,473,469	\$ 751,520	21.64%	✘	Cherbourg Civic Centre projects - \$441K business case report reclassified as operational expenditure. Housing insurance paid in advance for the full year: \$107K variance
Depreciation	\$ 7,866,554	\$ 7,893,468	\$(26,914)	-0.34%	✔	On track
Finance Costs	\$ 88,752	\$ 67,680	\$ 21,072	31.13%	✘	Timing issue with the journal for the unwinding of the discount being processed for the whole year.
Total Expenditure	\$ 17,789,442	\$ 17,301,474	\$ 487,968	2.82%		
Net Surplus/(Deficit)	\$ (6,609,566)	\$ (5,010,471)	\$ (1,599,095)	31.92%		

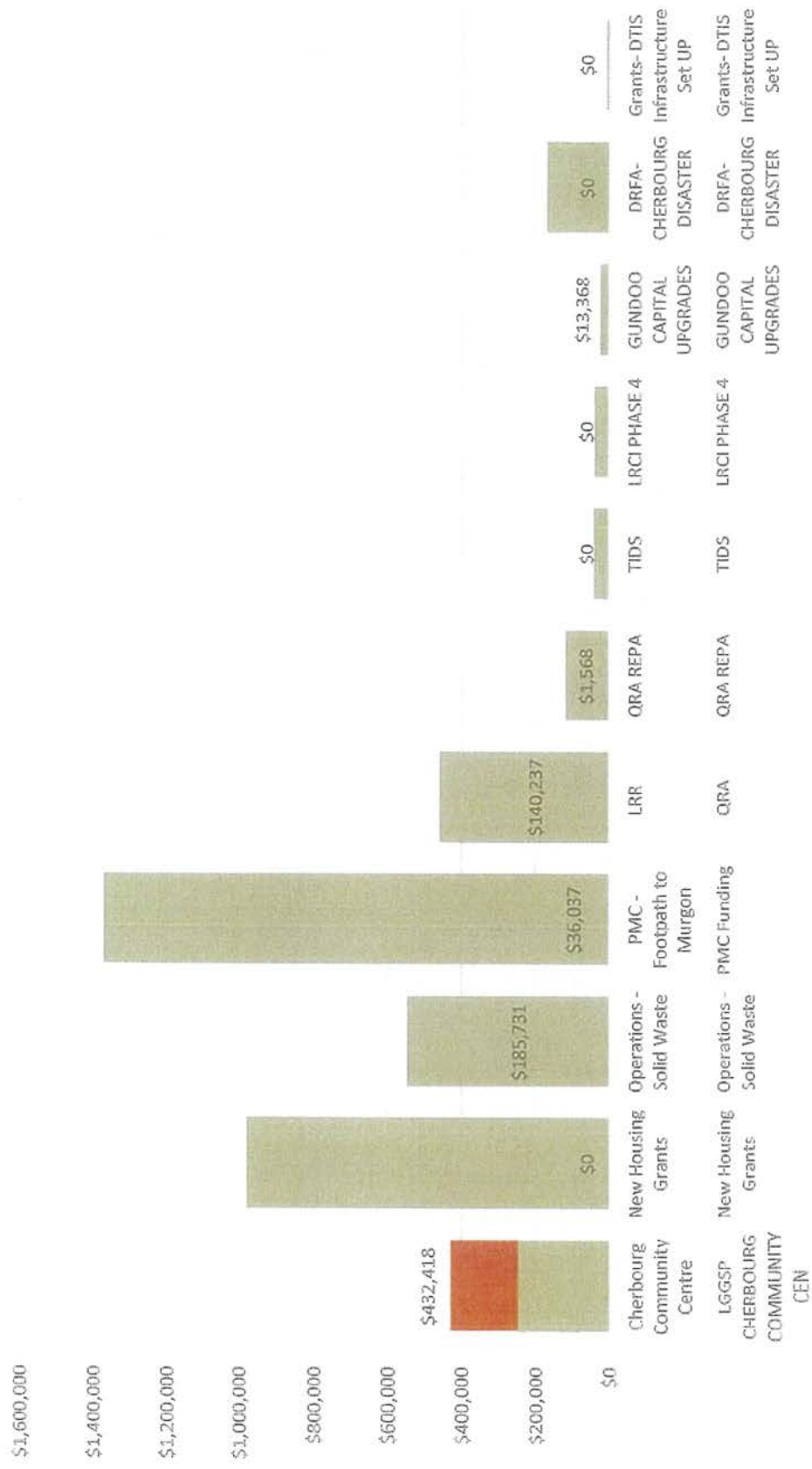
Capital Revenue : \$4.02M unfavourable to YTD Budget

Timing only difference relating to

- (\$1.70M) of capital grants relating to Footpath
- (\$1.26M) of New Housing grants
- (0.27M) of QRA LRR grant
- (0.26M) of W4Q Solid Waste
- (0.21M) of capital grants relating to flood camera
- (\$0.15M) of QRA REPA

Row Labels	Sum of GL Bal Balance	Sum of GL Bal Mth Budget
LGSP CHERBOURG COMMUNITY CEN	427,911	320,931
Cherbourg Community Centre	427,911	320,931
New Housing Grants	0	1,261,791
New Housing Grants	0	1,261,791
Operations - Solid Waste	436,643	703,467
Operations - Solid Waste	436,643	703,467
PMC Funding	68,062	1,763,568
PMC - Footpath to Murgon	68,062	1,763,568
QRA	319,989	592,479
LRR	319,989	592,479
QRA REPA	1,568	149,661
QRA REPA	1,568	149,661
TIDS	0	50,247
TIDS	0	50,247
LRCI PHASE 4	0	47,124
LRCI PHASE 4	0	47,124
GUNDOO CAPITAL UPGRADES	13,368	28,611
GUNDOO CAPITAL UPGRADES	13,368	28,611
DRFA- CHERBOURG DISASTER	0	219,276
DRFA- CHERBOURG DISASTER	0	219,276
Grants- DTIS Infrastructure Set UP	0	9,603
Grants- DTIS Infrastructure Set UP	0	9,603
Grant-DATSIP-Cherbourg Radio Tower	0	68,175
Grant-DATSIP-Cherbourg Radio Tower	0	68,175
Recoverable grant from CL -First start Program FY 2022-23	0	71,712
Recoverable grant from CL -First start Program FY 2022-23	0	71,712
Grand Total	1,267,541	5,286,645

YTD Capital Income
Actual **Variance**
\$1.27M **(\$4.02M)** **▼ (76.0%)**



Capital Works:

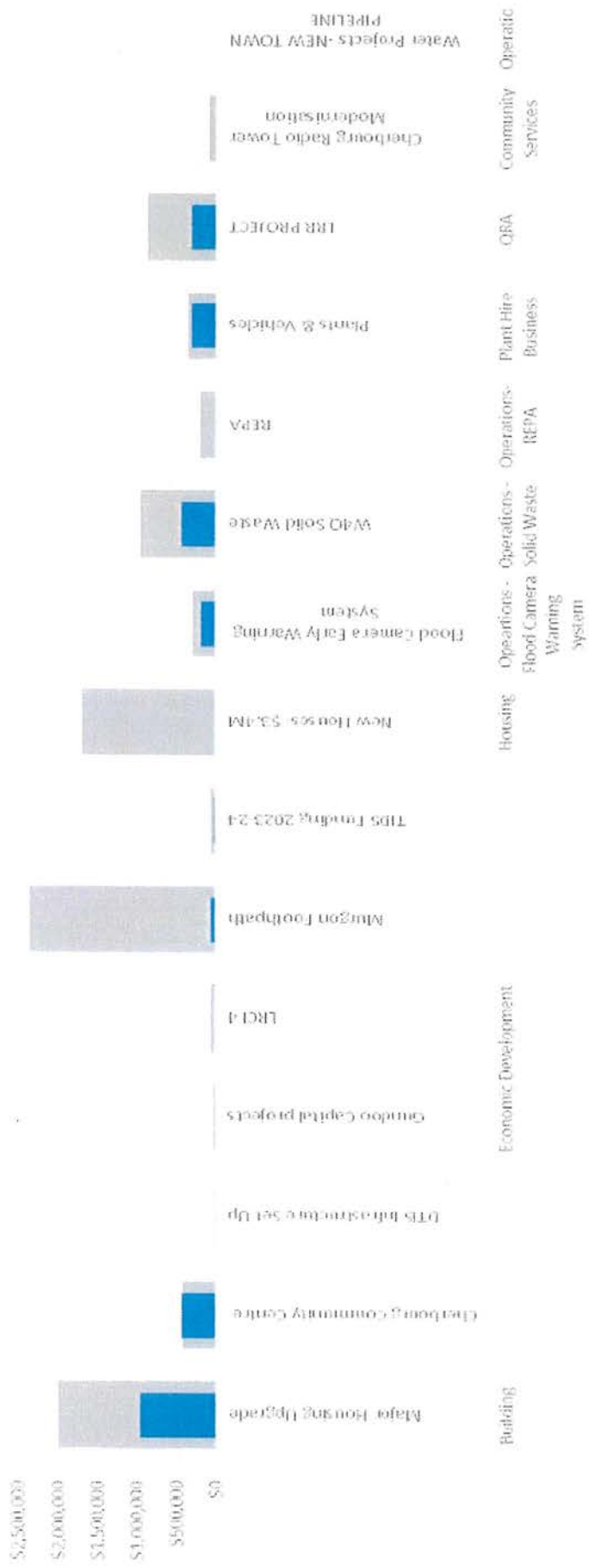
\$4.02M unfavourable to YTD Budget and a 2023/2024 FY budget of \$9.4M.

The unfavourable variance relates to:

- (\$1.70M) of capital grants relating to Footpath
- (\$1.24M) of New Housing grants
- (0.53M) of Housing Major Upgrade
- (0.32M) of QRA LRR Projects
- (0.15M) of QRA REPA Projects

Row Labels	Sum of YTD		Sum of Full Year Budget	
	Actual	Budget	Actual	Budget
Building				
Major Housing Upgrade	\$966,161	\$1,500,000	\$2,000,000	\$2,000,000
Economic Development				
Cherbourg Community Centre	\$441,298	\$324,313	\$432,417	\$432,417
DTIS Infrastructure Set Up	\$3,545	\$18,832	\$25,109	\$25,109
Gundoo Capital projects	\$13,440	\$28,614	\$38,152	\$38,152
LRCI 4	\$0	\$47,126	\$62,834	\$62,834
Murgon Footpaths	\$68,062	\$1,763,568	\$2,351,425	\$2,351,425
TIDS Funding 2023-24	\$22,724	\$50,250	\$67,000	\$67,000
Housing				
New Houses- \$3.4M	\$17,613	\$1,261,790	\$1,682,387	\$1,682,387
Operations - Flood Camera Warning System				
Flood Camera Early Warning System	\$190,861	\$219,273	\$292,364	\$292,364
Operations - Solid Waste				
W4Q Solid Waste	\$436,644	\$703,463	\$937,950	\$937,950
Operations-REPA				
REPA	\$1,567	\$149,660	\$199,546	\$199,546
Plant Hire Business				
Plants & Vehicles	\$322,665	\$268,396	\$357,861	\$357,861
QRA				
LRR PROJECT	\$319,988	\$646,475	\$861,967	\$861,967
Community Services				
Cherbourg Radio Tower Modernization	\$0	\$68,178	\$90,904	\$90,904
Operations				
Water Projects -NEW TOWN PIPELINE	\$17,964	\$13,473	\$17,964	\$17,964
(blank)	\$17,964	\$13,473	\$17,964	\$17,964
(blank)				
Grand Total	\$2,822,532	\$7,063,409	\$9,417,879	\$9,417,879

Capital Expenditure - Actual vs Budget

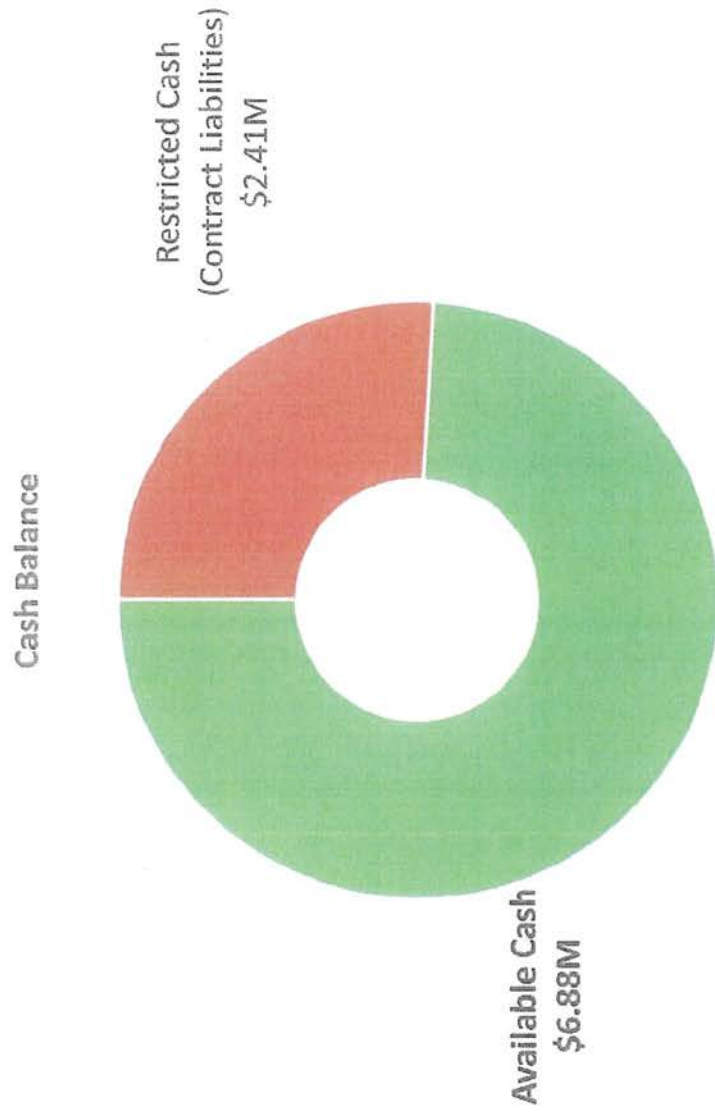


Department ▾ Project ▾

Cash and Investments:

Cash at bank as at 31 March is \$9.29 M with restricted cash component (contract liability) is \$2.41M. So, available cash balance after satisfying the performance obligations is \$6.88 M.

QTC Investment balance is \$8.39 M .Interest revenue for the March is \$35,130



Housing Report April 2024



SNR HOUSING OFFICER & HOUSING OFFICER:

The month of March/April has been quite busy with the Housing Manager & Officers attending to housing enquiries, producing statements, raising rental invoices, monthly rent reconciliation for the invoices, rental checks, home visits, assisting tenants adjust their Centrelink deductions and daily interviews with clients

SNR HOUSING OFFICER CLIENT CONTACT END JULY/START AUGUST: (54)

Phone Calls	-	13
Rent Enquires	-	21
Housing Enquires	-	11
Complaints/Misc.	-	9.

HOUSING ENQUIRES FOR CLIENTS FROM OTHER AGENCIES:

- Public Trust - Enquiry about a client.
- ATSil - Accommodation enquiry for a client.
- Child Safety - Support letter for their clients (re extension).

COMPLAINTS: (2)

- 2 complaints - Noise from parties (letter done up and sent out).

MEETINGS:

Attended 4 meetings.

- 3 Housing Meeting
- 1 Finance/Housing Meeting

Antonia Jacobs
Snr Housing Officer

Meetings/workshops

- Housing meeting

House Inspection 16th – 18th of April 2024

Service provided to tenants:

- Delivered Housing inspection letters.
- **2** Complaints from tenants regarding works at their property
- **2** people inquiring about waiting list for housing.
- **10** Home modification request
- **50** Follow ups for tenants re: works.
- Assisted **10** tenants with calling QBuild.
- **3** House inspections
- **12** follow ups for upgrade programs
- **12** Pest Control orders for tenants
- **3** Inspections of hall before and after hire

Entry/Exit Reports:***Exit:***

- 17 Bell St
- 2/2 Collins Rd

Entry:

- 17 Bell St
- 2/2 Collins Rd

Mrs Joanne Simpson
Housing Inspection Officer
Cherbourg Aboriginal Shire Council

Antonia Jacobs | Senior Housing Officer | CASC

*Economic & Community
Development*

ECONOMIC & COMMUNITY DEVELOPMENT REPORT

APR 2024

1. Executive Report

12 Bell Demolition



Executive Summary

I would like to welcome the 2024 Council to their 1st full meeting, we all look forward to working with you over this Council term. I believe the next few years will be very interesting and rewarding as several of our business teams' management grow and develop their units and their teams. As the business structures settle and focus on customers and developing the people within the team, they will become successful and profitable.

Building Department

New Housing – Plans have been submitted and preliminary site sculpturing, earthworks and earth compaction have been requisitioned. Work on the ground will proceed very soon. – We are still waiting for the final project approvals from the department.

The damaged Bell St house is demolished, the insurance claim is submitted – waiting for an outcome.

The **Upgrade** program is progressing well, many projects have been completed and the final few scopes for this year's program are with Qbuild for approval.

The **Responsive** program continues – we will process over 4000 jobs again this year.

Cherbourg Digital Call Centre

We have tried to interview 4 candidates for the DBR contract for 2 immediate positions, only 2 candidates attended the interviews, 1 candidate was suitable so we will start her as soon as possible – this brings our DBR team to 3 people.

The business case for the new premises attached to the radio station is looking good, we should complete this initial project by the end of May, at which time, subject to Council approval we will submit the business case to ILSC for funding.

Funding is in place to start a new cohort of trainees, working with TAFE to organize the training is the next stage then we will have another 10 jobs for community.

Recycling – MRF + CRPs

We have agreed to open a mini depot at this time in Nanango to protect our contract territory, we want to see a significant increase in trade at Nanango to justify this depot. The CRPs are profitable and present a very good face of Cherbourg to the general public in the SBRC area.

We are negotiating on \$3.8M of REFF funding for this site – this project will be ILUA dependant. I am also working on a further \$1.8M from DES to expand the current MRF building and put in some faster processing machinery attached to the Hopper area.

This funding will lead to a much improved industrial site and will resolve some long term infrastructure issues that we have had for a long time.

AI project – we are devising a contract to work with the Canadian business Corralai – some funding is in place I am working on securing some more stakeholders and funding to move the project forward.

Cherbourg Farm

The farmers have been working on invasive weed species control – especially parthenium, their focus will adjust to 2 x fencing projects as the weather cools.

General Project Information

1. Cultural Pathway – Construction drawings are agreed, manufacturing commencing. Initial materials deposits have been paid. 20% complete, project completion date end July.
2. Feasibility study for service centre – 90% complete, project completion date late May 2024
3. New Community Centre business case complete – lobbying and advocacy in progress.
4. QRA projects – 70% complete.
5. Water lease project - lease has not been taken up by anyone yet.
6. Fire mitigation/tree lopping – to commence April – on schedule.
7. Sports centre stabilization – to commence April – on schedule.
8. Derelict Shed Demolition – quotes received – contractor to be appointed, 10% complete.
9. Roof over water Treatment Filter Beds – contractor awarded, Design and Construct in progress (D&C) 20% complete.
10. Street Light Installation – project commenced – 40% complete.
11. Roof Repair on Council Building (Old Community Health Building) – quotes received, WHS compliance discussed, 20 % complete.
12. Town CCTV Maintenance – Contractor engaged, 20% complete – should complete by end of April.
13. Town Water intake Livestock separation – machinery ordered; Project will be done by our farm team.
14. Road repair and carpark coating – project scoped, contractor awarded – design complete – 25% - will complete by the end of April
15. Comms audit/upgrade – project scoped and discussed with contractor – will be delivered May/June.

Report by: Sean Nicholson

*Operations Manager's
Report*

Operations Department Report

March 2024



By Matthew Bock, Operations Manager

17th April 2024

Matthewb@cherbourg.qld.gov.au

Contents

Executive Summary.....2

Environment and Waste4

Roads Parks and Gardens.....7

Fleet Services.....7

Water, Sewerage.....8

Council Resolution needed10

Executive Summary

Operations department

- Current funded project report
- Recovery resilience funding (QRA)
 1. Kitchen upgrade to sports complex (upgrade completed)
 2. 7 generators being installed at all sewerage pump stations, depot office, Bert Button reservoir pumps, sports complex (works started due to finish middle of April24)
 3. Disaster emergency trailer (trailer has been purchased supplies for trailer still to be purchased)
 4. Emergency supplies storage container (container being purchased completed end of March)
 5. Mobile catering trailer (purchased)
 6. Disaster emergency supplies (to be purchased after storage containers)
 7. Emergency water tank for sports complex(tanks and filtration system have been installed completed)
 8. Diesel tank trailer (Purchased completed)
 9. Raising pump station switch board (works started due to finish June)
 10. Drain clearing recontouring (works started to be completed by June staff hired)
 11. Sewerage pump station bunding (Due to start April)
 12. Electronic notification sign (installed completed)
 13. Sports complex retaining wall upgrade (Completed)
 14. Fire mitigation (fire breaks have been cleared but will need doing again after rain events Ongoing)
- DRFA funding (QRA)
 1. Flood camera installation
 2. Town siren install (waiting for siren to arrive in country)
 3. Flood warning electronic road closed signs
- REPA (QRA)
 1. Road repairs (completed)
- LRCI
 1. Road repairs (completed)
- TIDS
 1. Solar light installation on Cherbourg road from turtle park to Stan Mickelo drive
- Telstra
 1. Smart bins for community (Completed)

Mosquito trapping has been done recommendations from DDPHU

1. Mosquitoes have been found in both collections at GAT at Main Council office, including several male mosquitoes. Environmental Health advice would be:
 - a. Clean the guttering of the main council building. At the time of deploying the GATs, the gutters appeared to be full of leaf matter (plants were growing in the guttering), which would prevent water to drain, therefore a potential mosquito breeding location.
 - b. Clean the unused tank located near the main council building to ensure that this site is not a mosquito breeding site.
 - c. Investigate if there are any other breeding sites on Council's property.
This could be included in EHW report to Council.
2. Mosquito species collected in the GATs are dawn and dusk bitters. Therefore, communication education would be useful, including protecting yourself from being bitten (covering up - wear loose-fitting light-coloured clothing, applying insect repellent and staying inside during mosquito active periods – dusk and dawn). Useful resources can be found at: [Protect yourself from mosquito bites \(Fact Sheet A4\) \(www.qld.gov.au\)](https://www.qld.gov.au/health/protect-yourself-from-mosquito-bites) and [Prevent mosquito borne diseases | Health and wellbeing | Queensland Government \(www.qld.gov.au\)](https://www.qld.gov.au/health/prevent-mosquito-borne-diseases)
3. It has started to cool down, but since we are still getting specimens in the GATs, I would recommend continuing with GAT surveillance (with the traps in the same locations) until the end of the Month and then we can reassess.
 - Fleet shed at depot was broken into twice 3 vehicles stolen
 - Water treatment plant was broken into twice items stolen and damage done

Feet Services

- 26 Jobs were completed for the month of March this included services and repair work
- 7 Vehicles and plant equipment received their annual scheduled services
- Replaced A/C compressor on Ops. Ute
- Replace LHF CV seal front diff Ops. ute
- Replaced Fuel pump and injectors Animal Control Vehicle
- Replaced radiator fan on MRF forklift
- Replaced side skids and rear wheel bearings on slasher
- Upkeep of mowers during heavy rain season
- RWC for 2 x Trucks certificates of inspection
- Meeting with Senior management for Planning of fleet purchases for 2024/25

Environment and Waste

- Bowman Murray (AWO) and Elizabeth O'Chin (EHW) currently enrolled in CERT IV in Animal Regulation and Management
- BOIL WATER ALERT issued on 14th of November 2023 - Ongoing
- Fortnightly Catch up with DDPHU – Safe & Healthy Drinking Water Program
- Fortnightly Catch up with DDPHU – ATSI Public Health program (ATSIPHP)
- Visiting Vet – Desexing Program, 9th & 10th April 2024
- Mosquito Identification results received from DDPHU in April
 - No aedes aegypti (Dengue mosquito) was found

- Testing and monitoring ongoing until Winter months
- Community information and education to be provided via FB etc.

Works, Roads, Parks and Gardens

- The parks and gardens crew are picking up rubbish and mowing where needed daily
- Cemetery burials and associated works

Water and Sewerage

- All 7 Effluent ponds are in working condition with no blockages.
- All water and sewage staff are currently working new roster from 7am to 4:30pm include RDOs, public holidays and weekends.
- Site based management plan has been developed for the sewerage

Environment and Waste

EHW, AWO/AMW Monthly Report – FEBRUARY 2024

General

- ⇒ EHW Annual leave – March 2024
- ⇒ EHW Attending NATSIEH Conference in Melbourne, May 13th – 16th 2024
- ⇒ Fortnightly Catch up with DDPHU – Safe & Healthy Drinking Water Program
- ⇒ Fortnightly Catch up with DDPHU – ATSI Public Health program (ATSIPHP)
- ⇒ Monthly Teams Engagement – ATSIPHP EHW & AMW Working Group

Animal Welfare

- Visiting Vet – Desexing Program, 9th & 10th April 2024
- Bowman Murray (AWO) and Elizabeth O’Chin (EHW) currently enrolled in CERT IV in Animal Regulation and Management
 - 4th Block training, 24th – Fri 28th June 2024
- Dangerous dog register active – 2 Regulated dogs
- 58% of Dogs and 63% of cats in community are desexed

AMRRIC App Data - March 2024									
	Dogs			Total Dogs	Cats			Total Cats	Total
	Female	Male	Unknown		Female	Male	Unknown		
Entire	55	108	8	171	10	8	-	18	189
Unknown	10	22	4	36	2	1	1	4	40
Desexed	146	141	-	287	21	18	-	39	326
Total by species	494				61				555

*Data submitted by EHW As at 16/04/2024

4.

CASC Animal Records (March 2024)								
	Dogs	Cats	Total	Complaints and/ or concerns				
Registrations				Dogs	Cats	Other	Total	
Treatment Administered				Public				
Euthanised				Open				
Rehomed (RSPCA, Community)	2		2	Closed				
Traps Set							Total	
Strays Caught (Landfill, Street etc.)								
Deceased								

Food Safety

- EHW working with DDPHU SEHO to ensure all Food Business’s licensing requirements are up to date
- Current No. of Food Business – 3, 2 – Fixed Business Licence Certificate Issued
 - Ny Ku Byun & Cherbourg Retail Store
 - Gundoo Early Learning Centre – Additional Information Required
- Food recall notices sent to food businesses – 5 Food recalls in March

Mosquito GAT Traps

- Set in February, Checked and mosquitos collected for testing in March
- Mosquito Identification results received from DDPHU in April
 - No aedes aegypti (Dengue mosquito) was found
 - Testing and monitoring ongoing until Winter months
 - Community information and education to be provided via FB etc.

Waste & Recycling

- Recycling Program – *Figure 1 – CASC Recycling Program 2024*
- Bin Sticker distribution still ongoing, Coex donated small recycling bags to distribute to community
- **0 bins distributed in March**
 - EHW Proposal - Residents to pay a small fee for bin replacements, details to be provided in April’s monthly report
- Education and community engagement is required for Waste and recycling

CASC Recycling Program 2024						
Collection No.	Date	Weight (kg)	Monthly Total (kg)	No. of Bins	Monthly Total (No. of bins)	Comments
		Daily total		Daily Total		
56	5-Mar-24	460	1620	44	146	Monthly Averages: Bin No. 48 Collection Weight: 540
57	12-Mar-24	620		58		94 Households recycled & 146 Recycling bins were collected in March
58	19-Mar-24					Frequency:
59	26-Mar-24	540		44		0 Residents recycled every week, 7 thrice, 24 twice and 63 once

Figure 1 - CASC Recycling Program 2024

5.

Water & Wastewater

- BOIL WATER ALERT issued on 14th of November 2023, still active March 2024 – Ongoing issues with WTP
- Daily Monitoring – ESO’s, WSM, Trainees – *See Water & Sewerage Manager Sub-Report*
- Weekly & Monthly Water Sampling – EHW, *Figure 2 - FY2023 Weekly/ Monthly Sampling Verification*

<u>Sampling Program</u>	
<p>Weekly</p> <p>Human Consumption - MWDRNK</p> <p>THM’s - KEWTHM</p> <p>Heterotrophic Colony Count - MWHCPC</p>	<p>Monthly</p> <p>Pesticides - KWP & KWHPDI</p> <p>Blue Green Algae - KPCB</p> <p>Standard Water Analysis - SWAHN</p> <p>Heavy Metals - ANZMT</p>

Results

FY2023 CASC Weekly/Monthly Water Sampling Verification Results												
Coliforms (mpn/100ml)									Total THMs			
Date	CHER 1	CHER 2	CHER 3	CHER 4	CHER T	CHER 5	CWT	Summary	Date	CHER 1	CHER 5	Summary
04-Mar-24	1	2	0	22	0	0	0	PASS	04-Mar-24	300	300	FAIL
11-Mar-24	0	0	0	3	0	0	1.40	PASS	11-Mar-24	270	300	FAIL
18-Mar-24	3	11	18	3	24	11	NT	PASS	18-Mar-24	27	24	PASS
27-Mar-24	6	2	1	24	38	0	NT	PASS	27-Mar-24	46	63	PASS
E. coli (mpn/100ml)												
Date	CHER 1	CHER 2	CHER 3	CHER 4	CHER T	CHER 5	CWT	Summary	<p>Sample Points</p> <p>CHER 1 STP (Wakka park) tap</p> <p>CHER 2 Depot tap</p> <p>CHER 3 Day care (rear) tap</p> <p>CHER 4 DB Lookout Res. tap</p> <p>CHER 5 WTP Reservoir 1 & 2 Blended Tap</p> <p>CHER T After treatment yard tap</p> <p>CWT Clear water tank in WTP yard</p> <p>Monthly Tests</p> <p>BGA BlueGreenAlgae</p> <p>HM HeavyMetals</p> <p>SWA Standard Water Analysis</p> <p>Pesticides</p> <p>Weekly Tests</p> <p>THM's - Trihalomethanes</p> <p>E. Coli - Escherichia coli</p> <p>Legend/key</p> <p>*NR - Results not yet received</p> <p>*NT - Not tested</p> <p>*MD - Missing Data</p> <p>Green text & B/Ground - Perfect</p>			
04-Mar-24	0	0	0	5	0	0	NT	FAIL				
11-Mar-24	0	0	0	0	0	0	0	PASS				
18-Mar-24	0	0	0	0	0	0	0	NT				
27-Mar-24	0	0	0	6	0	0	0	FAIL				
Total Chlorine (mg/L)												
Date	CHER 1	CHER 2	CHER 3	CHER 4	CHER T	CHER 5	CWT	Summary				
04-Mar-24	0.47	0.1	0.35	0.11	0.49	0.29	0.48	PASS				
11-Mar-24	0.74	0.5	0.98	0.22	0.94	0.89	0.29	PASS				
18-Mar-24	0.39	0.18	0.12	0.27	0.16	0.37	NT	PASS				
27-Mar-24	0.27	0.25	0.28	0.2	0.2	0.25	NT	PASS				
Free Chlorine (mg/L)												
Date	CHER 1	CHER 2	CHER 3	CHER 4	CHER T	CHER 5	CWT	Summary				
04-Mar-24	0.37	0.03	0.26	0.06	0.44	0.17	0.32	PASS				
11-Mar-24	0.53	0.36	0.79	0.16	0.76	0.76	0.12	PASS				
18-Mar-24	0.23	0.05	0.07	0.12	0.08	0.12	NT	PASS				
27-Mar-24	0.36	0.36	0.22	0.15	0.11	0.19	NT	PASS				
pH												
Date	CHER 1	CHER 2	CHER 3	CHER 4	CHER T	CHER 5	CWT	Summary				
04-Mar-24	7.15	6.99	7.28	7.22	7.18	7.1	7.29	PASS				
11-Mar-24	7.08	7.03	7.22	7.06	6.95	7.07	7.15	PASS				
18-Mar-24	7.21	7.21	7.63	7.21	7.31	7.23	NT	PASS				
27-Mar-24	7.37	7.29	7.57	7.45	7.37	7.17	NT	PASS				

Figure 2 - FY2023 Weekly/ Monthly Sampling Verification Results

Complaint/s, Concerns, Issues

- ANIMAL CONCERNS – DOGS & HORSES
 - 3 Carter St – Multiple complaints regarding menacing dogs causing fear, have rushed people on multiple occasions
 - 28 Barber St – REGULATED DOGS – Enclosure requires additional work to ensure compliance
 - Community owned horse roaming the streets

6.

- Replaced radiator fan on MRF forklift
- Replaced side skids and rear wheel bearings on slasher
- Upkeep of mowers during heavy rain season
- RWC for 2 x Trucks certificates of inspection
- Meeting with Senior management for Planning of fleet purchases for 2024/25

Issues

Theft of complex bus and Ops. X-Trail from Depot – Isolator fitted to workshop roller doors

Damage Report

Rear window on Ops. Navara broken due to line Trimming accident

Excavator lower front glass broken in building demolition accident

Workplace Health & Safety Incidents

Nil

Training Updates

Class B High Pressure Water training carried out for Water Jetting operators

Next Month's Business Plans

- Continuation of normal workshop work
- Tenders will be evaluated, and purchases made
- Delivery of Van for Kingaroy Containers for Change
- Delivery of Tractor and Post rammer for various projects

Other Information

By Sebastian Mearns

Water, Sewerage

Water & Wastewater

- Daily, Weekly, Monthly Water Sampling, including Raw Water.
 - (Daily) – Daily grab samples from different locations throughout community.
 - MWDRNK – (Weekly) – **Human Consumption.**
 - MWHCPC – (when requested) **Heterotrophic Colony Count.**
 - KEWTHM – (Weekly) - **THM's.**

KWP & KWHPDI (Monthly) – Pesticides.

KPCB – (Monthly) - Blue Green Algae.

SWAHN – (Monthly) – Standard Water Analysis.

- ANZMT – (Monthly) –Heavy Metals.
- Daily Checklists on Plant and Operations:
 - QR code Checklists WTP & WWTP Operations including Effluent Ponds & Pivot irrigator.
 - QR code Checklists on all Sewage Pump Station's (SPS).
 - Daily QR code checklists on WTP & WWTP i.e., Basic Housekeeping and ensuring grounds are clean and maintained.
- Roll out of new QR code scanning for Sewage Treatment plant, Water Treatment Plant and all Water and Sewage Pump Stations.
- Only 2 open water incidents Cherbourg Aboriginal Shire Council.
- Weekly jar testing (coagulant optimization) to cope with recent rain events.
- Daily flushing of all Community main water lines to ensure disinfection of town water distribution system and eliminate buildup of turbidity.

Incidents

- Boil water alert in place for whole of Cherbourg community until further notice.

Staffing & Training

- Current Qualifications:
 - Certificate III in Water Industry Operations - 3 (2 Active in Water Operations)
 - Certificate IV Water Industry Operations – 1 (1 Active in Water Operations)
 - Ongoing Training and develop to ensure Operators are qualified and confident in operating WTP and WWTP

General

- All 7 Effluent ponds are in working condition with no blockages.
- All water and sewage staff are currently working new roster from 7am to 4:30pm include RDOs, public holidays and weekends.
- Site based management plan has been developed for the sewerage

*Community Services
Report*

COMMUNITY SERVICES REPORT

March – April 24

**RADIO*

**IKC*

SPORTS & REC

**YAG*



Congratulations to the newly elected Mayor and Councillors, I look forward to working with you all and can feel the eagerness and support already!

Works in progress

- The Interagency meeting held Thursday 4th April (Minutes attached).
- Community Services area working on Community Safety Plan – updating the current plan, community consultation will be happening soon. Meeting/Interview with Service providers and a community forum will be organised to update the Community Safety Plan. We are booked into the Council floater meeting to discuss community surveys.
- Through the Community Services area we have employed young people in retail and yardmen positions. Shop will open Monday – Saturday. Two young females employed at the YAG shop and four young men employed as yardmen, community residents have come on board with the mowing group and the boys are in high demand. There have been several obstacles, has definitely been a learning experience for all involved.
- Designer workshops at the IKC commenced. Nine women attend this now and they are split in two groups, one doing fabric design and one group designing children's clothing. Workshops have been successful in exposing the community creativity and story telling skills, more discussion required around what the ladies would like to achieve with their designs
- Projects with SLQ – Who's your mob? Community and Council staff have registered for this training. This workshop will be happening on Thursday 2nd May at the IKC.
- University of QLD – Fryer library visit, happened on the 11th April. Lesley Acres from UQ bought 22 librarian from Brisbane to look at the IKC and to visit the Ration Shed. This will be an annual event..
- Planning for Youth Festival - Youth Week with Office for Youth. Youth Pathway Expo was held in the community hall on Thursday 11th April. This was a well received event. Made some interesting connections to assist us in empower our community youth.
- Camps for Men, Women & Youth planning – Planning to work in partnership with community organisations to make this happen. We have held initial discussions with Agencies and Community organisations to partner with Council to organise these events. We had a community meeting with service providers on the Wednesday 17th to organise a family support camp (fathers/sons). There was good attendance, next meeting will take place on Wednesday 1st May, feedback from meeting that they want only men to attend.
- Anzac Service – 8am on the 25/04/2024 (Flyer attached).
- NDIS Forum – 30/04/24 (Community Hall).

Sports & Rec

Report attached.

Radio Station

Not submitted.

IKC (Library)

Report attached.

IYCC Yag Project

Report attached.

This ends my report for the months of March - April 24



Edwina Stewart

Community Services Manager

Cherbourg Sports Complex March/April Report

Staff

Coordinator – 8hrs day - 72.5 hours f/n

Lavina Dynevor

Sport and Rec Officer: 5 hrs daily - (50 hr f/night)

Kaysee Miller

Jeffrey Dynevor

Mark Saltner

Erica Duncan

Cleaner: 2hrs daily Kaysee Miller

Relief Staff: when needed 3hrs daily

Myesha Gadd

Boxing Program: Mon, Tues, Wed – 5hrs each day

No one at the moment

By means of work for sports complex staff, at the moment we are working in other community service sectors and trying to get sports equipment to run afterschool programs at the community hall or football field.

Cherbourg Sports Complex Staff Work at the moment

Lavina – Working from the IKC building in mornings.

Kaysee – Cleaning the Community Service Office and Radio Station in the mornings.

Jeffrey - doing some work with Neil from YAG

Lavina, Erica, Kaysee, Jeffrey and Mark -Trying to run afterschool program from community hall. Having trouble with children sniffing there during our afterschool programs. We couldn't get into sports complex to get sports equipment for games.

As of 15th April 2024, we can now access building for sport equipment but can't do programs there until all works and fire inspection are done.

Community organisations have used the sports complex for meetings:

Cherbourg Hornets Rugby League – meeting with SBRL around football comp in the South Burnett.

Elvie Douglas – had booked the complex for her church service and activities for community 12th and 13th April 2024. But because the complex was closed, she didn't use the complex.

YAG – 11th April the YAG group wanted to hold their Youth Expo Day at the sports complex. They held at the community hall staff helped out where it was needed.

Maintenance

With the recent break in and fire at the sports complex a lot of work are being done to it.

Indoors

- Professional cleaners came to clean the main building because of safety issue of fire extinguishers and fire. The complex is now clean just waiting for inspection so we can partly run programs from the sports complex.
- The windows that children broke into through have now been boarded up. But need to be finished off.
- Clock on machine needs to be replaced. Its damaged and doesn't work.
- Office and Kitchen doors need replacing with new locks.
- A laundry is being placed in one of the storerooms.
- Holes in the wall from latest break in needs to be filled/fixed.
- All fire extinguisher and medical kits need replacing.
- Work on kitchen needs to be finished.
- In the fire the 3 gym benches and mini gymnasium mats have been burnt and need replacing



WINIFRED FISHER

Indigenous Knowledge Centre

4/2/2024

Council report for the month of March/April

Monthly Attendance

For the month of March/April 2024

TOTAL: 101

CENTRE USAGE

MEETINGS:

Designer Life meeting with Cherbourg clients.

Creative arts meeting before workshop starts.

COMMUNITY INTERNET USERS.

Adults checking emails.

Centre link clients job search.

Community members resumes

After school children using computers and iPads.

PROGRAMS

Workshop every second Wednesday

First Five Forever program (under 5's)

Creative arts workshop

Holiday program arts and crafts

Other news

The University of Queensland working staff

Visited the IKC group of 20

Next month 3rd May State Library will be

Holding a workshop "Who's You Mob"

IKC will once again be hosting Under 8's Day next month

Sports complex manager will be using the IKC centre for the next couple of months
while complex under renovation

The First Five Forever group went on a trip to Aussie World
Computers are now being operational with the exception of 3

Some of our First Five Forever photos for this year.



ISSUES

Three of the computers needs to fixed.

Play ground equip needs to be repaired see photo



Indigenous Youth Connection to Culture (IYCC)

Youth Advisory Group

March / April 2024

- Youth officers continuing community engagement with young people, community members and stakeholders.
- YAG staff have met with the following:
Indigenous Futures Foundation
Cherbourg Interagency
Office for Youth
DATSIP
- YAG Volunteered at R U Ok community march
- YAG mowing crew attended chainsaw licensing course Monday 15th & Tuesday 16th April
- YAG have been continuing partnership with CTC grannies group on Tuesday mornings up at the YAG Shop.
- YAG Youth pathways expo was held 11th April at the Community Hall. Good turnout with plenty of stall holders and activities for our youth
- YAG mowing crew have been extremely busy with community yards
- Art & Design workshops with Julie Appo & her sister Maxine continuing.
- YAG shop has been going well. Busy on days of sorry business with flower orders. Ladies are taking orders for mother's day. They will also be preparing the wreaths for ANZAC Day. The ladies have also had bookings for some workshops – including family groups in community.
- Young people attended excursion with complex group over school holidays

This ends my report for March / April

Wawida Collins

Community Services Officer / YAG Co-ordinator

Cherbourg Interagency Meeting

4th April 2024

Cherbourg Aboriginal Shire Council Community Services Office & Microsoft Teams

Attendances: Sign in sheet attached

Apologies:

			ACTIONS
	<p>Welcome & Acknowledgment - Warren Collins House Keeping Introductions</p>		<ul style="list-style-type: none"> Kay at CRAICCHS – training around sniffing is continuing. Petrol has been stolen from Council depot – Kay has been in contact with Zala around the issue
	<p>Previous Minutes</p>		<p>All other actions completed</p>
	<p>Edwina & Wawida – CASC</p> <ul style="list-style-type: none"> Indigenous R U Ok? Campaign was in community last week. Completed interviews with community members YAG mowing crew have been extremely busy – community support has been great YAG ladies preparing for mother's day and have been busy with flowers for sorry business. Have a few workshops coming up Sports complex has been broken into and damaged on numerous occasions. Closed over school holidays for renovations and earthworks. Holiday program – 2 buses left this morning on trips to Movie World & Aussie World Youth Expo happening next week at the Community Hall <p>Karis – STaY</p> <ul style="list-style-type: none"> New employee – Adriana Schulz Attends wellbeing program at Murgon High once a week with young ladies Attends the on site suspension class with Cherbourg State School once a week Building relationships with other service providers – have been working close with gundoo Artie is the ILO working with STaY – looking for another ILO for future Attends suicide prevention collaboration meeting 		

- 2 Qld Health employees train the trainer

Tony – CRAICCHS

- Sourced some funding from NACCHO for Mental Health First Aid course to be run out of Cherbourg on the 16th & 17th April. Counsellors available on the day.
- New employee – Jason Bird

Warren – DATSIP

- New employee acting in the DVF & PRC role – Marg Cobbo
- Warren currently acting in JR role
- Lucy Acting Manager
- Jean – Economics & Business role
- Social touch football – still waiting on uniforms

Tracey – NIAA

- Kulli Wightman currently working with Tracey
- Hoping to visit community for Disability Forum
- Stand By – suicide prevention

Jasmin – Sport & Rec

- Fair play vouchers & swim start vouchers currently open

Angela – Uniting Care Women's refuge

- Recently had a break in – 20L of fuel was stolen.
- Stand By – run by uniting care – contact Ang for info.
- Vacancy for family room (1 woman & 5 children)
- Holiday programs – trips to beach. Women from Palm Is and Aurukun currently in refuge
- New employee for afternoon shift – Latisha Murray
- DV Month activities:
 - Candle lighting ceremony – 8th May
 - DV March – 15th May
 - 1st & 2nd May
 - Touch Footy – 7th May
 - Basketball – 22nd May
 - Netball – 28th May
 - Movies – 30th May
 - DV Round Football – 25th May

	<p>Edwina – Cherbourg Wellbeing</p> <ul style="list-style-type: none"> • Cherbourg wellbeing were successful in receiving Justice Reinvestment funding \$1.5M 	
	<p>Meeting Closed 10:45am</p> <p>Next Meeting 9th May</p>	

Information Papers



Deb FRECKLINGTON MP

Member for **Nanango**

12 April 2024

The Hon Shannon Fentiman
Minister for Health and Ambulance Services
1 William Street
Brisbane QLD 4000

Dear Minister,

RE: Cherbourg Hospital Security

I recently met with the new Mayor of the Cherbourg Aboriginal Shire Council, Bruce Simpson, who raised concerns with me about the possible cessation of night services at Cherbourg Hospital.

Mayor Simpson has explained that due to safety concerns for Cherbourg Hospital Staff in the evenings, the Darling Downs Hospital and Health Service have communicated with the Council they are considering transitioning night services to the Murgon Hospital.

While I understand the safety of staff is of the utmost importance, I am also very concerned about the loss of health services at the Cherbourg Hospital.

On behalf of the Cherbourg Council, and the broader community, I request:

- a) Clarification about the safety issues being experienced at Cherbourg Hospital in the evenings including the number of serious events which have taken place and;
- b) Consideration of extra security for night staff to allow the continuation of night services at Cherbourg Hospital

I look forward to your response to my questions in a timely manner.

Yours sincerely,

Deb Frecklington
Member for Nanango

cc: The Hon Mark Ryan Minister for Police and Community Safety

Our reference: DGBN24/118

18 April 2024

Mr Chatur Zala
Chief Executive Officer
Cherbourg Aboriginal Shire Council
ceo@cherbourg.qld.gov.au



Office of the
Director-General

Department of
**Housing, Local Government,
Planning and Public Works**

Dear Mr Zala

I write regarding the commencement of the new council term and to alert you of your obligations as Chief Executive Officer and to the obligations of your councillors.

Notice of mandatory councillor training

All councillors must complete approved councillor training about the responsibilities of councillors. This requirement came into force in November 2023.

The approved councillor training that all councillors must complete is the Compliance (Mandatory) module of the LG Leaders Program, which covers the following three topics:

- 34. Code of Conduct
- 35. Registers of Interests
- 36. Conflicts of Interests.

This approved training must be completed in the period ending 6 months after the conclusion of the local government election. Cherbourg Aboriginal Shire Council councillors must complete the mandatory training modules by 19 September 2024. Serious penalties may apply for non-compliance including suspension and dismissal as outlined in sections 120 and 122 of the *Local Government Act 2009* (LGA). The Department of Housing, Local Government, Planning and Public Work's (the department) chief executive may extend the prescribed period if they are satisfied it would be appropriate in the circumstances.

To access the LG Leaders Program and complete the mandatory training, councillors must log in to [LG Central](#). The system will identify each councillor who starts the training and will record when the training has been completed.

More information about LG Central is provided later in this letter. New councillors or mayors will have received an email inviting them to set up a LG Central account. Returning councillors and mayors hold accounts already and will have received an email to remind them of their account details.

If councillors experience difficulties accessing LG Central or the LG Leaders Program, including the mandatory training modules, they should contact lgcentral@dSDLGP.qld.gov.au or 3452 7148.

This notice is issued in accordance with section 169A(5)(a) of the LGA and the *City of Brisbane Act 2010* (CoBA), section 254AA of the Local Government Regulation 2012 and section 242AA of the City of Brisbane Regulation 2012.

2.

Inductions

At the start of each new council term, the department offers an induction to all mayors and councillors. Your council may have arranged a time and date with our departmental Regional Advisors for that induction to occur.

The topics explored in the department's induction are:

- Considering what it takes to be an LG Leader, and how to be effective in the role.
- Councillor obligations – registers of interests, conflicts of interest and the code of conduct.
- Councillors focus on strategic issues and plans; council staff deal with operational matters.
- Preparing for and attending council meetings.
- The obligations of a councillor.
- Using the LG Leaders Program to support councillors and council staff.

It will provide the opportunity to ask questions about key obligations and establish contact with Regional Advisors, who as always, will be available on an ongoing basis to provide support and assistance to mayors, councillors and council staff.

LG Central

[LG Central](#) houses much more than the LG Leaders program. It is the online local government knowledge centre that provides councillors, council staff and departmental staff with access to resources such as online training, policies, and procedures. The portal is designed to support councils and includes topics on governance, finance, and compliance to provide information on local laws, meeting procedures, reporting and much more. A reminder that if you have any issues accessing LG Central, please email lgcentral@dcdilgp.qld.gov.au.

Post-election checklist

The department has created a post-election checklist as a resource to assist councillors and councils with post-election processes. The checklist covers mandatory legislative requirements and administrative actions necessary during the initial period of a new council term. The post-election checklist can be accessed on [LG Central](#).

Registers of interest

Under section 201A(2) of the LGA and section 198A(2) of the CoBA, councillors must inform their CEO of interests that must be recorded in a register of interests for the councillor and a person who is related to the councillor, within **30 days** after the day the councillor's term starts. Councillor advisors must also comply with this requirement within 30 days after the advisor is appointed. Contravention of this section by a councillor is misconduct that may result in disciplinary action.

Election summary returns

All election participants must lodge an election summary return before **1 July 2024**. An election summary return is a return given after an election that summarises the total expenditure incurred by an election participant and total gifts and loans received or made by an election participant. If your councillors do not lodge their election summary return by the due date, they will be immediately removed from office. An election summary return must be lodged even if no electoral expenditure was incurred, and no gifts or loans were received.

Election summary returns can be lodged online via ECQ's [Electronic Disclosure System \(EDS\)](#). For more information, please see ECQ's [election summary returns factsheet](#) or contact ECQ by phone at 1300 881 665 or email at fad@ecq.qld.gov.au.

I look forward to working with you throughout the term.

Yours sincerely



Mark Cridland
Director-General



Minister for Treaty
Minister for Aboriginal and Torres Strait Islander Partnerships
Minister for Communities and Minister for the Arts

Our reference: MN01295-2024

15 APR 2024

1 William Street
Brisbane Queensland
GPO Box 606 Brisbane
Queensland 4001 Australia
T: +617 3719 7150
E: treatyandcommunities@ministerial.qld.gov.au

Councillor Bruce Simpson
Mayor
Cherbourg Aboriginal Shire Council
22 Barambah Avenue
CHERBOURG QLD 4605
mayor@cherbourg.qld.gov.au

Dear Mayor Simpson

I would like to congratulate you on your recent election as Mayor of Cherbourg Aboriginal Shire Council.

The Queensland Government is committed to partnering with Aboriginal and Torres Strait Islander peoples, families, and communities to support and foster a strong, safe, resilient, and thriving Aboriginal and Torres Strait Island community.

I look forward to working with you and your community to develop and strengthen these partnerships, and ensure that the key Government initiatives are realised including:

- establishing the First Nations Treaty Institute and Truth Telling and Healing Inquiry
- driving implementation of the National Agreement on Closing the Gap, including developing formal partnerships and shared responsibility; building the community controlled sector; transforming Government agencies; and shared access to data and information at a regional level
- supporting the delivery of early interventions to improve outcomes for children, young people, and families to help break intergenerational cycles of disadvantage, and help prevent youth offending, with a special focus on First Nations peoples
- ensuring the community recovery from natural disasters, serious crime incidents, and other crises is of the highest quality.

We are committed to increasing the capability of Government to deliver innovative, efficient, effective and integrated services for Aboriginal and Torres Strait Islander peoples across Queensland, particularly to those who live in remote and discrete Indigenous communities. The Champions program brings together Chief Executive Officers of departments and Government Ministers to partner with individual communities.

Queensland Ministers act as individual champions for discrete Aboriginal and Torres Strait Islander communities. Under the Ministerial Government Champion's program, Ministers work closely with Mayors and community leaders from their partner community to engage more effectively with Cabinet on the opportunities and challenges facing Aboriginal and Torres Strait Islander communities.

We are pleased to advise that the Honourable Bart Mellish MP, Minister for Transport and Main Roads and Minister for Digital Services, is the Ministerial Champion for your community of Cherbourg.

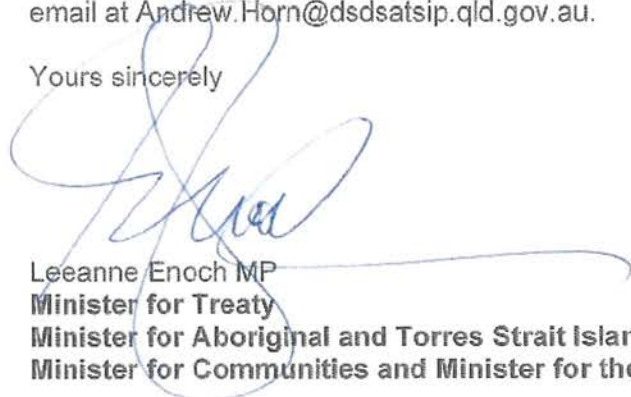
We are also pleased to confirm that Ms Jasmina Joldic, Director-General, Department of Justice and Attorney-General, is the Government Champion for your community of Cherbourg.

Some communities may also be allocated Assistant Ministerial or Government Champions. For more details on these allocations please visit the department's website at www.dsdsatsip.qld.gov.au.

Thank you for your support in reframing the relationship with Aboriginal and Torres Strait Islander peoples of Queensland.

If you require any information or support from the Department of Treaty, Aboriginal and Torres Strait Islander Partnerships, Communities and the Arts, please contact Mr Andrew Horn, Regional Director, Central South West Queensland Region, on 0407 052 428 or by email at Andrew.Horn@dsdsatsip.qld.gov.au.

Yours sincerely



Leeanne Enoch MP
Minister for Treaty
Minister for Aboriginal and Torres Strait Islander Partnerships
Minister for Communities and Minister for the Arts

Cc: Mr Chatur Zala, ceo@cherbourg.qld.gov.au

Cherbourg Aboriginal Shire Council- Health Council

Terms of Reference



Many Tribes One Community

Our Values

- Respect
- Empathy
- Understanding
- Compassion
- Accountability
- Identity
- Partnerships

Our Vision

The Cherbourg Health Council in partnership with the community of Cherbourg will strive to:

- Provide a clean, safe and healthy community.
- Will work to improve and maintain the health and well-being of our people
- Consistently empower community to become self-reliant and independent
- Empower/encourage our community to determine their future through self-respect, education, training, healthy, cultural and traditional values
- Provide a caring, respectful, supportive and safe environment for our community
- Sustainability
- Education
- Accountability
- Improve health outcomes for our community

We as the Health Council strive to maintain our Aboriginal and Torres Strait Islander identity through our culture, health and respect for each other.

1. Name

Cherbourg Health Council

2. Authorisation

- The committee functions under the authority of Cherbourg Aboriginal Shire Council
- The committee reports to the Cherbourg Aboriginal Shire Council Mayor and Councillors

- The committee provides advice and recommendations to the Cherbourg Aboriginal Shire Council Mayor and Councillors
- The committee receives reports from Cherbourg Aboriginal Shire Council and relevant health agency representatives
- The committee has authority to create relevant sub-committees or other subordinate bodies it deems necessary at discharging its responsibilities.

3. Health Council purpose

- The purpose of the Cherbourg Health Council is to provide Community led oversight and direction to improve the quality of local health services. A Cherbourg Health Council Health Plan will be developed with an aim to implement these changes in all Cherbourg Health Services. This will include genuine partnerships with all Health Services so that accountability is upheld and maintained, and community voices are heard.

4. Health Council responsibilities concerning Standards and Plan Objectives

Cherbourg Health Council response to the following requirements of standards and objectives with the support of the Cherbourg Aboriginal Shire Council.

- Promoting healthy lifestyles
- Provision and growth of disability services
- Work in collaboration with health service providers to respond to health emergencies
- Regional co-operation
- Continuous community consultation and education
- Ensure residents are provided with facilities and activities that assist in providing quality of life
- To assist with the development and maintenance of healthy living environment for our community
- Advocate for Community wellbeing and holistic patient care
- Advocate that Cherbourg children are born, healthy and strong
- Promote healthy relationships and cultural safety practices in our people
- Ensure Health Services are accountable to the people of Cherbourg

5. Scope of the Health Council

To contribute to the management and delivery of health services the Cherbourg Health Council undertakes the following:

- To have a direct, practical input of consumers into local health services plans.
- To develop communication pathways by receiving, considering, and disseminating information from and to the local health services and community.
- To develop an effective partnership between all Cherbourg health stakeholders and community by providing a strong and viable voice for the community and consumers/patients as a collective perspective in health services planning, design, and delivery.

- To enhance consumer experience and service integration across the sector, promote equity and ensure that services are organised around the needs of people.
- To ensure patient perspectives are embedded across local health services and contribute to patient and family centred care by working with patients and families to co-design care, facilities, and strategies.
- To engage people earlier with the health system and encourage them to take responsibility to actively self-manage their own treatment and care.
- To build and have strong links between community and local health services.
- To act as vehicle for consumers to participate in improving health outcomes.
- To ensure a focus on improving health equity for Aboriginal and Torres Strait Islander peoples.
- To ensure culturally appropriate education, intervention and prevention for Community.
- To ensure ongoing support and care to our community.

6. Risk management

- The Cherbourg Health Council is to adopt a pro-active approach to risk management.
- The Committee will:
 - Identify risks and mitigating strategies with all decisions and recommendations made.
 - Implement processes to enable the Committee to identify, monitor and arrange management of risks as they relate to the scope of the Committee.

7. Sub committees

Currently no subcommittees.

8. Membership

Membership eligibility is determined by the Cherbourg Aboriginal Shire Council. All members of the Cherbourg Health Council must be current residents of Cherbourg and hold a current Blue Card.

Chair:

- Cherbourg Aboriginal Shire Council Mayor (mandatory position)

If the chair is absent from the meeting, or vacates the Chair during the meeting, the Chair must arrange an alternate Chair from amongst the members of the Committee. Failing this the members should elect a Chair from amongst their number. Community member to run the meeting.

Members:

- Deputy Mayor Cherbourg Aboriginal Shire Council (mandatory position)
- Community Member or Councillor (3)
- Community Member or Councillor (4)
- Community Member or Councillor (5)

- Community Member (6)
- Community Member (7)

Ex-Officio Members

- Darling Downs Health
- Darling Downs West Moreton PHN

Allocation of new members if a position is vacant

- Expression of interest must be submitted to the Chair in writing
- Determination of membership is decided by the majority at the subsequent meeting
- Each member (except the elected Mayor and Deputy Mayor) must reapply after a 4-year term
- A member can take a leave of absence for up to 12 months. The replacement person will be allocated as per the above process.

Proxies

- No requirement for proxies.

Training

- All Cherbourg Health Council Members will be provided with appropriate training relevant to the role as a consumer representative on as on needs basis.
 - Cherbourg Aboriginal Shire Council to partner with Darling Downs and West Moreton Primary Health Network (DDWMPHN) so that costs of upskilling consumer representatives are appropriately met.

Committee Expenses and Sitting Fees

- Cherbourg Health Council will work with DDWMPHN to appropriately remunerate consumer representatives (excluding Mayor, Deputy and Mayor and Councillors) in accordance with Health Consumers Qld recommended pay rates.

It is the responsibility of the Chair to induct new members using the Cherbourg Aboriginal Shire Council usual induction processes.

10. Quorum arrangements

The quorum for the Cherbourg Health Council Committee will be half of the members plus one.

11. Other attendees

Non-members of the Committee who are attending should be discussed at least 24 hours before the meeting with the Chair. They should join the meeting for relevant sections of the agenda only and do not take part in the decision making but can participate in the discussion as appropriate and decided by the Chair.

12. Frequency of meetings

- Monthly
- Ad hoc, as requested by the Chair. (For example, emergency situations)

13. Agenda, Papers, Minutes, Actions and Summary

- The agenda and any papers for the meeting are to be circulated electronically to the members one week before the meeting.
- As soon as practical but within one week of the meeting, minutes of the meeting and a list of actions determined by the meeting are to be circulated to the members electronically. Minutes will be confirmed at the next meeting of the committee.
- A short summary of the meeting and its outcomes is to be produced suitable to be circulated to the district or relevant area.

14. Urgent out of session matters

- Ad hoc meetings, as requested by the Chair

15. Conflict of interest

All members must declare any real or potential conflict of interest, and manage those in consultation with the Chair, including absenting themselves through the meeting, relevant sections and ensuring the recording of such absences.

16. Decision making

Committee recommendations are made by consensus.

17. Evaluation

Cherbourg Health Council will be evaluated in terms of its performance against the approved Terms of Reference through an annual self-assessment using an evaluation form. These will be collated by the Secretariat.

18. Secretariat

The secretariat to the Committee is provided by Darling Health Hospital and Health Service. The position is currently Cherbourg Interagency Liaison Assistant Director of Nursing.

19. Changes to Terms of Reference

These Terms of Reference may be altered following committee consultation and endorsement by the Cherbourg Aboriginal Shire Council Mayor on the recommendation of the Council.

These Terms of Reference will be reviewed in June of each year.

This Cherbourg Health Council was formally approved by Mayor on 14 June 2023.

Signature:



Chairperson- Mayor Elvie Sandow

From: Bruce Simpson <mayor@cherbourg.qld.gov.au>
Sent: Tuesday, April 9, 2024 8:50 AM
To: Zala Chatursinh <zalac@cherbourg.qld.gov.au>
Subject: IGA Shop Cherbourg - Business Venture

Morning Zala,

I spoke to my niece last night regarding the opportunity for Cherbourg to have our own IGA, she's speaking to the White's IGA Business Owners to set up a meet and greet at their IGA and followed by a Cultural exchange at the Ration Shed with Council and yourself.

They will also look at the feasibility regarding the 'rule' of establishing an IGA close to the Murgon Franchise. If this is legal and can be done! If they can't pursue this joint venture, they will advise of where else to explore?

They have established (6) IGA's in the Sunshine Coast region and have won numerous National Small Business Awards from Canberra. See link below.

Home - White's IGA Bli Bli (whitesigablibli.com.au)

I spoke about DESBT Department of Small Business and Training opportunities could also be completed through this venture. Also, this will be a bonus for the ILUA to speed up things. Closing the Gap 'Our Way'.

Once I receive more details, I will conduct an e-introduction for you to speak directly to the Business Owners.

Exciting days!

Many thanks,

Mayor Simpson

Cherbourg Aboriginal Shire Council
Telephone | 07 4168 1866
Fax | 07 4168 2727
Mobile: 0475 926 501
Email mayor@cherbourg.qld.gov.au
Website www.cherbourg.qld.gov.au

22 Barambah Ave, Cherbourg, Qld, Australia 4605



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CS 505

Department's website.

1. Lessor	CHERBOURG ABORIGINAL SHIRE COUNCIL	Lodger (Name, address, E-mail & phone number)	Lodger Code
		Preston Law P.O. Box 707N 15 Spence Street North Cairns QLD 4870 Email: info@prestonlaw.com.au Ph: 07 4052 0700 Ref: JB:191538	789
2. Lot on Plan Description	Lot 55 on SP 274901	Title Reference	49100975
3. Lessee	Given names: BELEN Surname/Company name and number: DAMEGLIO	(include tenancy if more than one)	
4. Interest being leased	Reserve		
5. Description of premises being leased	Ground Floor of the Part of the building shown in the sketch plan attached to the schedule and located on part of Lot 55 on SP 274901 identified as Lease D		
6. Term of lease	Commencement date/event: 14 January 2020 Expiry date: 30 August 2022 and/or Event: 13 January 2023 Options: 1 x 3 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rent/Consideration	See attached Schedule

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature	Cherbourg Aboriginal Shire Council
.....full name	
.....qualification	
Witnessing Officer:	21/02/2020 Execution Date
signature Chief Executive Officer Lessor's Signature

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature	Belen Dameglio
.....full name	
.....qualification	
Witnessing Officer:	06/01/2020 Execution Date
signature Lessee's Signature

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference 49100975

1. REFERENCE SCHEDULE

Name and Address of Lessor:	Cherbourg Aboriginal Shire Council <u>Postal Address</u> c/- Post Office CHERBOURG QLD 4605 <u>Address for Hand Delivery</u> 22 Barambah Avenue CHERBOURG QLD 4605 <u>Email Address</u> ceo@cherbourg.qld.gov.au
Name and Address of Lessee:	Belan Dameglio <u>Postal Address</u> PO Box 343 MURGON QLD 4605 <u>Address for Hand Delivery</u> Cherbourg Retail Store 20 Barambah Avenue CHERBOURG QLD 4605 <u>Email Address</u> dameglio17@gmail.com
Address of Premises:	Cnr Barambah Avenue and Fisher Street, Cherbourg Qld 4605
Term:	3 years
Option to Renew:	1 x 3 years
Rent - First Year of Term:	\$18,000.00 including GST
Rent Review Date	Annually on each anniversary of the Commencement Date
Rent Review Method	An increase of 4% to the Rent paid in the previous Rent Year
Insurances to be taken out by Lessee:	Public risk insurance - \$20,000,000.00 per claim Lessee's property and fittings at Premises
Permitted Use:	For the purpose of operating a general store and store serving takeaway food, and no other purposes whatsoever.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Lease, the following terms have the following meanings unless the context otherwise requires:

Appurtenances means all mechanical ventilation, exhaust fans, stop-cocks, alarm systems, fire prevention and extinguishing equipment, lavatories, grease traps, water apparatus, gas fittings, electrical fittings and apparatus and other services at the Buildings or the Premises, as the context requires.

Title Reference 49100975

Authority means any federal, state or local government authority or body.

Buildings means all improvements from time to time existing on the Land and improvements developed in conjunction with the Land and where appropriate, includes the Land.

Commencement Date means the date of commencement of this Lease as specified in Item 6.

Contaminated Land has the meaning given in the EP Act.

Creditable Acquisition, GST, GST Exclusive Market Value, Input Tax Credit, Supply and Tax Invoice each has the meaning attributed to each of those terms in the GST Law.

Default Rate means the rate of 10% per annum.

EP Act means the *Environmental Protection Act 1994* (Old).

Expiry Date means the date of expiry of this Lease as specified in Item 6.

Force Majeure means delay or inability to perform caused by war, whether declared or not, insurrections, strikes, lockouts or other industrial disturbance, inability to obtain materials, unavailability of equipment, fire, cyclone, flood, storm or other severe action of the elements, accidents, government or statutory restrictions or from other causes whether like or unlike the foregoing which are unavoidable or beyond the reasonable control of either party but shall not include, for the avoidance of doubt, a lack of funds or the unserviceability of plant and equipment (for any reason).

GST Date means the date which this Lease becomes subject to GST under the GST Law.

GST Law means that term as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Item means the relevant item number of the Form 7 of which this Schedule forms part.

Land means the land described in Item 5.

Law means any statute, regulation or ordinance made by an Authority and includes the applicable common law.

Lease means this Form 7 Lease and Form 20 Schedule and any schedules or annexures.

Lessee means the Lessee named in Item 3, and its successors in title and assigns.

Lessor means the Lessor named in Item 1 and its successors and assigns.

Lessor Assets means the Lessor's Fixtures and any improvements or alterations thereto and any other personal property (as that term is defined in the PPSA) provided by the Lessor to the Lessee under this Lease at any time.

Lessor's Fixtures includes all Appurtenances, equipment, fittings, fixtures and furnishings of whatever nature supplied from time to time at the Premises by the Lessor.

Month or Monthly means respectively calendar month or calendar monthly.

Title Reference 49100975

Option to Renew means an option, exercisable by the Lessee in accordance with this Lease, to renew this Lease for a further term, but only if an Option to Renew is specified in the Reference Schedule.

Outgoings means the total of all amounts paid by the Lessor or for the payment of which the Lessor may be or become liable for in respect of the Land, the Building or the Premises or any part of them, or in respect of the provision of any Services or Appurtenances to any of them during the Term.

Payee means the party receiving the Payment.

Payer means the party making the Payment.

Payment means:

- (a) the amount of monetary consideration (exclusive of GST); or
- (b) the GST Exclusive Market Value of any non-monetary consideration; or
- (c) any amount required to be paid by the Payer to the Payee for a Supply under this Lease.

Permitted Use means the permitted use described in the Reference Schedule.

PPSA means the *Personal Property Securities Act 2009* (Cth) and its regulations as amended and in force from time to time;

Premises means the Land and any of the Lessor's Fixtures.

Reference Schedule means the schedule in clause 1 of this Lease.

Register means the Personal Property Securities Register.

Rent means the annual sum specified in the Reference Schedule and where the context requires, any instalment/s of Rent.

Rent Review means the review of the Rent in each Rent Year in the manner prescribed in the Reference Schedule.

Rent Year means each separate year of the Term, with the first Rent Year commencing on the Commencement Date and each subsequent Rent Year commencing on the anniversary of the Commencement Date in each succeeding year.

Services means all services of any nature from time to time provided to the Premises and/or the Buildings and/or the Land or available for use, and includes any electronic medium, electricity, lighting, gas, fire services, airconditioning and the fittings and equipment utilised for such services.

Supply has the meaning provided for that word in the GST Law.

Term means the term of this Lease, being the period from and including the Commencement Date to and including the Expiry Date, and including the Option to Renew if exercised.

2.2 Interpretation

- (a) Words importing the singular number include the plural and vice versa.

Title Reference 49100975

- (b) Reference to a person includes any corporation and vice versa.
- (c) The respective obligations of each party under this Lease are separate and independent, and continue throughout the Term and any period of renewal and holding over (unless the context provides otherwise).
- (d) If any term of this Lease becomes unenforceable, that term will not affect the validity of the remaining terms of this Lease.
- (e) Reference to a Law includes all Laws amending or replacing a Law.
- (f) "Including" and similar expressions are not words of limitation.
- (g) Reference to an Authority or body that have ceased to exist or been reconstituted, will constitute a reference to the Authority or body established in lieu of the initial Authority or body.
- (h) Where two or more persons are Lessees, the obligations of the Lessee (as the case may be) under this Lease bind them jointly and each of them severally.
- (i) Headings and sub-headings have been included for ease of reference only and have no bearing on the construction of this Lease.

3. GRANT OF LEASE

The Lessor grants and the Lessee accepts a lease of the Premises on the terms and conditions set out in this Lease.

4. RENT AND OTHER CHARGES

4.1 Payment of Rent

Rent is payable in advance in equal monthly instalments on the first day of each month, with the first payment due on the Commencement Date.

4.2 Rent Reviews

- (a) Rent Reviews occur yearly and in the manner set out in the Reference Schedule.
- (b) Pending determination of the Rent for any Rent Year, Rent is paid at the rate payable at the end of the previous Rent Year.
- (c) If the Lessor does not undertake a Rent Review for a Rent Year, then the Lessor may at any time throughout the Term or after the Expiry Date recover from the Lessee the difference between the Rent that was paid by the Lessee and the Rent that ought to have been paid had the Rent Review occurred.

4.3 Payment of other charges

- (a) The Lessee must pay by the due date all Outgoings and utilities in respect of the Premises.
- (b) The Lessee is responsible for establishing accounts in its own name wherever possible.
- (c) Where accounts are not separately established in the Lessee's name and are received by the Lessor for an area larger than the Premises, the Lessee shall be required to reimburse the Lessor

Title Reference 49100975

for a proportion of those costs which the Lessor considers to be reasonable, within fourteen (14) days of receipt of a tax invoice from the Lessor.

4.4 Costs of Lease

The Lessee must pay upon demand the following expenses:

- (a) survey fees and registration fees associated with the registration of this Lease;
- (b) the Lessor's solicitors' costs (on a solicitor and own client basis) of and incidental to the preparation, execution and registration of this Lease and any new lease, variation to or extension of lease;
- (c) the Lessor's solicitors' costs (on a solicitor and own client basis), administrative and other costs of and incidental to any dealing arising out of this Lease (for example, any assignment).

4.5 Costs of notices, re-entry and consents

The Lessee must, upon demand by the Lessor, pay all costs (on a solicitor and own client basis) and expenses incurred by the Lessor in relation to:

- (a) any notice lawfully given to the Lessee pursuant to this Lease and any actions taken to enforce the performance of the Lessee's obligations under this Lease;
- (b) the lawful determination or attempted determination of this Lease, or the lawful re-entry or attempted re-entry by the Lessor into the Premises;
- (c) the surrender of this Lease (including any duty and registration fees);
- (d) the consideration of any consents by the Lessor; and
- (e) the Lessor, without fault, being made a party to litigation commenced by or against the Lessee (other than litigation between the parties), and arising directly or indirectly from the Lessee's occupation of the Premises.

4.6 Goods and Services Tax

- (a) Subject to sub-clause (b), any Payment required to be made under this Lease after the GST Date will be increased by any GST payable by the Payee for that Supply. The Payee will deliver a Tax Invoice for the Payment to the Payer at or before the Payment becoming due.
- (b) Where a Payment is a repayment of, or contribution to, a Creditable Acquisition made by the Payee, the Payment will (prior to the increase provided for under sub-clause (a)) be discounted by the amount of the Input Tax Credit to which Payee is entitled for that Creditable Acquisition under the GST Law.

5. OCCUPATION OF PREMISES

5.1 Use and conduct

- (a) The Lessee must not use the Premises for any use other than the Permitted Use.

Title Reference 49100975

- (b) The Lessor does not warrant that the Premises are, or will remain, suitable for the Lessee's use and any warranties as to the suitability of the Premises implied by Law are negated.
- (c) The Lessee must:
 - i) conduct the Permitted Use at the Premises in an orderly manner;
 - ii) keep the Premises open for the business hours that are typical for a Premises from which a business of the nature of the Permitted Use is conducted;
 - iii) comply with all Laws, and obtain and maintain all licences and approvals required at Law to carry on the Lessee's business from the Premises;
 - iv) promptly notify the Lessor in writing of any damage sustained to the Premises or defective operation of the Appurtenances;
 - v) lock all exterior doors and windows in the Buildings when the Premises are not in use;
 - vi) keep the Premises free of rodents, vermin and any infectious diseases.
- (d) The Lessee must not:
 - i) without the Lessor's prior written consent, mark or damage the Premises, or erect any partitions, fittings or signs to the Premises;
 - ii) use any form of light, power or heat (other than an apparatus for heating beverages, auxiliary power during any power failure or, electricity or gas supplied through meters);
 - iii) overload or interfere with the Services or Appurtenances, or use the Appurtenances for any purpose other than those for which they were constructed;
 - iv) carry on or permit to be carried on any offensive or illegal act, or any act which may void or invalidate any insurances effected by the Lessor in respect of the Buildings and Lessor's Fixtures or any other part of the Premises;
 - v) bring upon the Premises any explosive, flammable or corrosive fluid except that normally used by the Lessee in its business, and only if such fluids are safely confined in containers.
- (e) Subject to the Lessor's rights under this Lease, the Lessee may occupy the Premises during the Term without interruption by the Lessor.

5.2 Obligations under EP Act

- (a) The Lessor does not warrant that the Land is not Contaminated Land. The Lessee acknowledges and agrees that it has made the necessary inspections and enquiries to satisfy itself whether or not the Land is Contaminated Land.
- (b) The Lessee must not permit its employees, agents or others (with or without invitation) who may be at or around the Premises to cause the Land to become Contaminated Land. If it does become Contaminated Land, the Lessee must immediately take such remediation measures as reasonably required by the Lessor and the chief executive under the EP Act. If the Lessee fails to take such measures, the Lessor may take such remediation measures as the agent of the Lessee and at the expense of the Lessee, which will constitute a liquidated debt immediately due and owing by the

Title Reference 49100975

Lessee to the Lessor and payable on demand made by the Lessor. The Lessee must continue to pay Rent and all other amounts payable by the Lessee to the Lessor under this Lease until the remediation measures are completed.

- (c) The Lessee must indemnify and keep indemnified the Lessor against any claim, damage, liability of expense which the Lessor may be, or becomes, liable (during or after the Term) because the Lessee fails to comply with sub-clause (b).

6. PERSONAL PROPERTY SECURITIES

6.1 Notwithstanding anything to the contrary express or implied in this Lease, the parties agree that the Lessor retains full title to the Lessor Assets and title will not at any time pass to the Lessee notwithstanding:

- (a) the delivery or collection of the Lessor Assets to/by the Lessee (as the case may be); and/or
(b) the possession and use of the Lessor Assets by the Lessee.

6.2 The Lessee acknowledges that the Lessee has the right to possess the Lessor Assets as a mere bailee only and will deal with the Lessor Assets in such a manner which enables it to be clearly identified as Lessor Assets belonging to the Lessor and does not have any right to pledge the Lessor's credit in connection with the Lessor Assets and agrees not to do so.

6.3 The Lessee acknowledges and agrees that:

- (a) it will not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let, hire or otherwise part or attempt to part with personal possession of or otherwise deal with the Lessor Assets without the express written consent of the Lessor;
- (b) it will, if requested by the Lessor, return the Lessor Assets to the Lessor following non-fulfilment of any obligation of the Lessee (including payment of moneys) without limiting any other right the Lessor may have;
- (c) it will deliver up the Lessor Assets at the end of the Term and give the Lessor or its agents or authorised representatives the right to enter any premises occupied by the Lessee and any premises where the Lessor believes any Lessor Assets may be stored (without liability for trespass or any resulting damage) and to use the name of the Lessee and to act on its behalf, if necessary, to recover possession of the Lessor Assets and agrees to indemnify the Lessor and its agents and/or authorised representatives from any damage, injury and/or loss arising from such recovery or attempted recovery of the Lessor Assets from the Lessee's possession or control;
- (d) it holds the proceeds, book debts and accounts receivable arising from selling or hiring of the Lessor Assets on trust for and as agent for the Lessor immediately when they are receivable or are received; and
- (e) the Lessor may recover as a debt due and immediately payable by the Lessee all amounts owing by the Lessee to the Lessor in any respect even though title to the Lessor Assets has not passed to the Lessee.

6.4 The Lessee acknowledges and agrees that notwithstanding any other provision of this Lease:

- (a) the PPSA applies to any provision of the Lessor Assets by the Lessor to the Lessee;

Title Reference 49100975

- ii) to object to a proposal by the Lessor to dispose of or purchase or retain the Lessor Assets in satisfaction of any obligation owed by the Lessee to Lessor;
- iii) to receive a statement of account following the sale of the Lessor Assets; and
- iv) to redeem the Lessor Assets;
- (n) the Lessee will not give (or allow any person to give) to the Lessor a written demand requiring the Lessor to register a financing change statement under the PPSA or enter into (or allow any other person to enter into) the Register a financing change statement under the PPSA; and
- (o) a default by the Lessee under any other security agreement of and under which a security interest has granted to any other party in respect of the Lessor Assets and/or any default under such security agreement which results in an exercise of rights under the PPSA is deemed to be a breach of this Lease.

6.5 The parties agree that the Lessor is not required to respond to a request made under Section 275 of the PPSA and that neither party will disclose information of the kind set out in Section 275(1) of the PPSA.

6.6 Further Supplies

The parties acknowledge and agree that any provision of any additional Lessor Assets made by the Lessor to the Lessee during the Term which is not specifically set out in this Lease is deemed to form part of this Lease and is subject to the terms of this Lease.

6.7 Enforcement

- (a) The enforcement provisions contained in this Lease are in addition to any rights available to the Lessor under the PPSA and apply to the maximum extent permitted by law.
- (b) Without limitation to clause 6.7(a) and any other provision of this Lease section 125, 129(2), 142 and 143 of the PPSA are contracted out of.

6.8 Interpretation

A term used in this clause is taken to have the meaning defined under the PPSA.

7. MAINTENANCE AND REPAIR OF PREMISES

7.1 Obligation to clean, repair and maintain

- (a) The Lessee must:
 - i) keep the Premises (including the external surfaces) clean and tidy;
 - ii) maintain the exterior parts of the Premises in good order and condition (including but not limited to weeding the gardens and mowing the lawns); and
 - iii) not allow any accumulation of useless property or rubbish at the Premises.
- (b) Subject to subclause (d), the Lessee must maintain the Premises and all Services in good condition as at the Commencement Date, except for:

22.

Title Reference 49100975

- i) fair wear and tear, subject to the express obligations of the Lessee in this clause 7.1, and then only if the Lessee has taken all reasonable measures to ensure that any damage attributed to fair wear and tear will not contribute to any further damage to the Premises;
 - ii) damage caused by an event of Force Majeure;
 - iii) damage by a structural defect at the Premises, provided that damage is not caused or contributed to by the Lessee.
- (c) Without limiting the generality of sub-clause (b), the Lessee must:
- i) maintain the doors, locks, windows and fittings of the Premises in good condition and efficient working order as at the Commencement Date;
 - ii) replace any broken light bulbs, tubes or glass at the Premises;
 - iii) keep and maintain any signs at the Premises in good repair and of good appearance;
 - iv) maintain the Appurtenances in good condition and efficient working order and comply with any reasonable direction of the Lessor in relation to the maintenance of the Appurtenances; and
 - v) where an airconditioning system has been installed at the Premises, enter into and keep current service and repair contracts for the airconditioning system for the regular (and no less than quarterly) service and repair of the air conditioning system. The Lessee must provide the Lessor with evidence of its compliance with this clause upon request.
- (d) The Lessor must:
- i) maintain the structural integrity of the Buildings and Premises and shall promptly repair all damage to the Premises whether internal or external caused by vandalism or unlawful behaviour by third parties provided the damage is not caused or contributed to by the Lessee;
 - ii) keep all electrical fittings and plumbing servicing the premises in good repair;
 - iii) if a grease trap is required by law, fit a grease trap to the premises at the Lessor's expense.

7.2 No alterations without consent

- (a) The Lessee must not make any alterations or improvements ("Works") to the Premises or Services without the Lessor's prior written consent, which (should it be forthcoming) will include the following conditions:
- i) The Lessee must provide detailed plans of the Works to the Lessor who may, at the Lessee's cost, refer the plans to the Lessor's architect for its approval;
 - ii) The Lessee must obtain all relevant Authority approvals to the Works before commencing the works. If required by the Lessor, the Lessee must construct the Works under the supervision of the Lessor's architect (with the cost of the supervision to be borne by the Lessee);

Title Reference 49100975

- iii) The Works must be carried out in a proper and workmanlike manner, and at the cost of the Lessee, by contractors who have a current public liability insurance policy for at least \$20,000,000.00 and have previously been approved by the Lessor; and
 - iv) The Lessee must indemnify and keep indemnified the Lessor against all claims, expenses and losses incurred by the Lessor relating to the construction of the Works.
- (b) For avoidance of doubt, any Works installed by the Lessee shall, unless otherwise directed by the Lessor, remain part of the Premises upon termination of this Lease and the Lessor shall not be liable to pay any amount to the Lessee in compensation for the Works.

8. RESERVATIONS

8.1 Right of entry

The Lessor reserves the right to:

- (a) at all reasonable times enter and view the Premises. If the Lessor considers it necessary, the Lessor may leave a notice at the Premises requiring the Lessee, within a stated period, to carry out a repair or take the required action for the Lessee to comply with the terms of this Lease;
- (b) at all times effect any works to the Premises considered necessary by the Lessor for the safety or preservation of the Premises or to comply with any Laws. The Lessor will (except in an emergency, the existence of which shall be determined by the Lessor acting reasonably) carry out the works in a manner which minimises, so far as practicable, interruption to the Lessee's business; and
- (c) at all reasonable times of the day enter the Premises with prospective lessees of the Premises during the period of three calendar months immediately preceding the Expiry Date.

8.2 Third party interests

- (a) The Lessee must during the Term permit any person having any interest in the Premises superior to or concurrent with the Lessor to exercise the Lessor's and that person's lawful rights.
- (b) The Lessor reserves the right to grant, and the Lessee's rights under this Lease are subject to, any easements or arrangements the Lessor makes regarding the Land for the purposes of providing access to the Land or the provision of any services to the Land, provided that such easements do not substantially interfere with the Lessee's rights under this Lease.

9. INSURANCES AND INDEMNITIES

9.1 Insurances

- (a) The Lessee must take out and maintain in the Lessee's name with the Lessor's interest noted, a standard public liability insurance policy with an insurance company approved by the Lessor, for at least the amount specified in the Reference Schedule. If required by the Lessor, the Lessee must extend this policy to cover risks of an insurable nature regarding any indemnities that the Lessee has provided to the Lessor under this Lease.
- (b) The Lessee must take out and maintain an insurance policy to the replacement value of the Lessee's property and fittings at the Premises.

Title Reference 49100975

- (c) If requested by the Lessor, the Lessee must produce to the Lessor evidence of any insurance policies (including renewals) effected by the Lessee under this clause 9.1.
- (d) The Lessee must not do anything which could:
 - i) prejudice any insurance of the Premises or property in the Premises;
 - ii) increase the premium for that insurance without the Lessor's consent.
- (e) If the Lessee does anything that increases the premium of any insurance the Lessor has in connection with the Premises, the Lessee must pay the amount of that increase to the Lessor on demand.

9.2 Release and indemnities

- (a) The Lessee occupies and uses the Premises at its own risk. The Lessee releases the Lessor from and agrees that the Lessor is not liable in any circumstances to the Lessee in connection with any damage, loss, injury or death to any person and anything that the Lessor is permitted to do under this Lease, interruption to the Services or Appurtenances or any loss of profits by the Lessee except to the extent caused by the Lessor's wilful or negligent act (other than an act permitted under this Lease) or omission (in breach of an obligation under this Lease).
- (b) The Lessee must indemnify and keep indemnified the Lessor (during and after the Term) against all actions, losses and expenses incurred by the Lessor:
 - i) for any loss, damage, death or injury caused by, or incidental to, the Lessee's use of the Premises or by the escape of any water, fire, gas, electricity or other such agent from the Premises, except to the extent caused by the Lessor's wilful or negligent act (other than an act permitted under this Lease) or omission (in breach of an obligation under this Lease);
 - ii) which are caused by, or incidental to, the Lessee's failure to comply with this Lease.
- (c) Notwithstanding anything in this Lease to the contrary, the Lessor will not be in default of this Lease for a remediable breach, unless the Lessee has given written notice to the Lessor of the breach, and the Lessor has failed to remedy the breach within a reasonable period of time.

10. SUBLETTING AND OTHER DEALINGS

10.1 Subletting and encumbering

The Lessee must not:

- (a) sublet the Premises;
- (b) subject to clause 10.2, part with possession of the Premises or any part of them; or
- (c) mortgage or otherwise encumber the Lessee's interest in this Lease.

10.2 Assignment

The Lessee may not assign this Lease without first obtaining the consent of the Lessor. The Lessor will not unreasonably withhold its consent to the assignment if:

Title Reference 49100975

- (a) at least one month prior to the proposed assignment, the Lessee gives the Lessor written notice of the proposed dealing;
- (b) the Lessee satisfies the Lessor that the proposed assignee ("new tenant"):
 - i) is respectable and financially sound with experience in and a good reputation for conducting the business permitted under this Lease;
 - ii) is capable of performing the Lessee's obligations under this Lease.
- (c) the proposed new tenant signs a document in a form required by the Lessor relating to the assignment;
- (d) the Lessee procures the new tenant to provide any security reasonably required by the Lessor;
- (e) the Lessee is not in default or any default has been waived in writing by the Lessor;
- (f) the Lessee and the proposed new tenant have complied with all of the Lessor's requirements; and
- (g) the Lessee pays the Lessor's legal costs and expenses (on a solicitor and own client basis) and administration fees in relation to the deed relating to the assignment and for considering the Lessee's request to assign the Lease.

10.3 Change in control of Lessee

If there is a proposed change in the shareholding of the Lessee or its holding company so that a different person or group of persons from that existing at the date on which the Lessee acquired its interest in this Lease will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings, then clause 10.2 applies (other than clause 10.2(c)) and that proposed change in control is treated as a proposed transfer of this Lease and the person or group of persons acquiring control is treated as the proposed new tenant.

11. DEFAULT OF LESSEE

11.1 Lessor may rectify

- (a) If the Lessee fails to perform any of its obligations under this Lease, the Lessor may, in its absolute discretion (as the agent of the Lessee) do all such things and incur such expenses as are necessary to perform these obligations.
- (b) All of the Lessee's costs associated with or incidental to taking a step under subclause (a) of this clause shall be recoverable from the Lessee as a liquidated debt and shall be payable on demand.

11.2 Overdue payments

- (a) If the Lessee fails to pay any money payable on demand within 14 days of the Lessor's demand, or fails to pay any other money due under this Lease within 7 days of their due date, the Lessee must pay to the Lessor interest accruing daily at the Default Rate:
 - i) on the money owing from the payment due date until the money is paid; and
 - ii) upon any judgment the Lessor obtains against the Lessee from the date of the judgment until the debt is satisfied.

Title Reference 49100975

- (b) Interest is capitalised on the last day of each month and payable on the first day of the next month. The interest is recoverable in the same manner as the Rent in arrears.
- (c) If an amount of Rent, or any other money due under this Lease, remains unpaid by the Lessee as a result of consecutive breaches of the same term of this Lease, interest at the Default Rate accrues on that amount from the date when the breach first occurred.
- (d) Without prejudice to any other remedy, the Lessor may sue the Lessee for any money owing by the Lessee under this Lease. Neither the institution of legal proceedings nor the entering of judgment by a court will bar the Lessor from bringing any subsequent suits against the Lessee for any other money owing by the Lessee to the Lessor under this Lease.

11.3 Definition of default

The Lessee will be in default of this Lease, if:

- (a) any part of the Rent is in arrears for 7 days, whether demanded or not;
- (b) any money (other than the Rent) payable by the Lessee under this Lease on demand is not paid within 14 days of the Lessor making such a demand, or if any other money payable by the Lessee under this Lease is not paid by the payment due date;
- (c) the Lessee fails to comply with a term of this Lease;
- (d) the Lessee (except for the purpose of reconstruction) becomes bankrupt, insolvent, under administration, in liquidation or receivership, or otherwise without full capacity; or
- (e) the Lessee's interest under this Lease is taken in execution under any legal process.

11.4 Rights upon default

- (a) If the Lessee defaults under this Lease, the Lessor may (without prejudice to any other rights):
 - i) subject to any prior notice required by Law, re-enter and take possession of the Premises and eject the Lessee and any persons in possession of the Premises (which may be by force, if necessary), from which time this Lease will be terminated;
 - ii) terminate this Lease by giving written notice to the Lessee; or
 - iii) by giving written notice to the Lessee, elect to convert the unexpired residue of the Term to a monthly tenancy. The Lease will be terminated and the Lessee will hold the Premises from the Lessor pursuant to clause 12.6 (Holding over).
- (b) Upon re-entry to the Premises, the Lessor may remove any fittings, additions, signage, chattels or other property at the Premises and store them at the cost of the Lessee (those costs are payable by the Lessee to the Lessor on demand) without being guilty of conversion or liable for any loss or damage to these items. If the Lessee fails to claim the items within 14 days of removal, those items are deemed abandoned by the Lessee and will the Lessor may elect to either:
 - i) retain the property, from which time such items shall become the property of the Lessor without the Lessor being in any way liable to pay compensation for the retention of the property; or

Title Reference 49100975

- ii) remove any fittings, additions, signage, chattels or other property not removed from the Premises and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.

12. END OF LEASE

- 12.1 The Lessee must at the end of the Lease peacefully yield up the Premises in the condition required by clause 7.1 (Obligation to clean, repair and maintain) and clause 12.2, and return to the Lessor all keys and security devices relating to the Premises.
- 12.2 The Lessee must during the last 14 days of the Term remove the fittings, additions, signage and other branding it has erected or affixed to the Premises during the Term or purchased with the consent of the Lessor from a previous lessee, and the Lessee must make good any damage caused in the removal.
- 12.3 At the end of the Lease, the Lessor may elect to either:
- (a) deem any fittings, additions, signage, chattels or other property not removed from the Premises as abandoned and such items shall become the property of the Lessor; or
 - (b) remove any fittings, additions, signage, chattels or other property not removed from the Premises and dispose of them, with any costs associated with such removal and disposal recoverable from the Lessee as a liquidated debt, payable on demand.
- 12.4 The Lessee must, immediately prior to vacating the Premises, paint the interior parts of the Premises which have been previously painted with two coats of first quality paint in a workmanlike manner and in the colour as directed in writing by the Lessor.
- 12.5 The ending of this Lease does not affect any of the Lessor's rights against the Lessee on account of any antecedent breach by the Lessee of a term of this Lease.
- 12.6 Holding over
- (a) If the Lessee remains in occupation of the Premises after the expiration of the Term with the consent of the Lessor, the Lessee becomes a monthly tenant. The Lessee continues to pay the same amount of Rent, the Service Fee and other money under this Lease in accordance with this Lease.
 - (b) The monthly tenancy created under sub-clause (a) will continue on the same terms of this Lease (so far as the terms can be applied to a monthly tenancy) until either party gives the other party one month's written notice terminating the tenancy. However, if the Lessee is in default, the Lessor may give 72 hours written notice to the Lessee terminating the tenancy.

13. DAMAGE AND DESTRUCTION

13.1 Rent abatement and suspension of covenant to repair

If the Premises are totally or partially destroyed or damaged so that they cannot be used or are inaccessible (having regard to the nature and location of the Premises and the normal means of access), then subject to clause 13.2:

- (a) the Lessee's liability to pay the Rent and Outgoings to the Lessor is reduced in proportion to the reduction in useability caused by the damage or destruction (as determined by the Lessor acting reasonably); and

Title Reference 49100975

- (b) the covenants to repair in this Lease so far as they relate to any such destruction or damage will be suspended,

for the period that the Premises cannot be used or are inaccessible until they have been restored and again put in a proper condition fit for use by the Lessee for the purpose of its business.

Nothing in this clause will require the Lessor to restore the Premises according to their former specifications so long as the layout and dimension of the Premises and the Services to the Premises are not substantially different from the layout and dimensions of the Premises and the Services prior to such damage or destruction and the materials used by the Lessor are not of inferior quality or aesthetic appearance to the material formerly used.

13.2 Abatement and/or termination not to apply

If:

- (a) the damage or destruction has been caused by the negligent act or omission of the Lessee or the Lessee's employees and agents or any sublessee, licensee, or other occupier claiming by, through, or under the Lessee; or
- (b) the rights of the Lessor under an insurance policy in connection with the Premises or the Building is prejudiced or a policy is validly cancelled or a claim is refused by the insurer because of the negligence or default of the Lessee or of the Lessee's employees and agents or any sublessee, licensee, or other occupier claiming by, through, or under the Lessee,

then the Lessee is not entitled to any reduction in the Rent and Outgoings and the Lessee is not entitled to terminate the Lease.

13.3 Notice to Lessee

The Lessor must, within a period of 3 months after the damage or destruction occurs, give the Lessee:

- (a) a notice that the Lessor considers that the damage or destruction is such that repairing is impracticable or undesirable, in which case either the Lessor or the Lessee (provided in the case of the Lessee that clause 13.2 does not apply) may terminate this Lease by giving not less than 14 days' notice to the other and no compensation is payable for that termination.
- (b) a notice of its intention to reinstate the Premises and make the Premises fit for use or accessible to the Lessee then the Lessor must proceed with reasonable expedition to carry out the necessary works.

13.4 Lessee may terminate

- (a) If the Lessor does not give either of the notices referred to in clause 13.3 within a period of 3 months after the damage occurs then provided that clause 13.2 does not apply the Lessee may terminate this Lease by giving 1 months' notice to the Lessor.
- (b) If the Lessor serves a notice under clause 13.3(b) and the Lessor does not carry out the necessary works within a reasonable time, then the Lessee may serve a notice requiring the Lessor to carry out the necessary works.

Title Reference 49100975

- (b) Substitute the Lessor as the attorney with a purchaser of the Premises for the reversion of this Lease.

15.2 Native Title

The parties acknowledge and agree that the Lessor makes no representations in relation to Native Title. In the event a determination is made which recognises Native Title over the Premises, either party may terminate this Lease upon providing no less than 3 months' written notice to the other party.

15.3 Consent

Subject to anything in this Lease to the contrary, any consent which the Lessor is requested to provide under this Lease may, at the absolute discretion of the Lessor, be granted, refused, granted subject to conditions or withdrawn at any time.

15.4 Waiver

- (a) A waiver by either party of a term of this Lease will only be effective if it is made in writing by that party. The waiver will not extend to, and act as, a waiver of a term generally.
- (b) If the Lessee is in breach of this Lease, the acceptance by the Lessor of money from the Lessee does not act as a waiver of the Lessor's rights regarding that breach.
- (c) A delay by the Lessor to exercise its rights under this Lease does not act as a waiver of those rights.

15.5 Severance

If a provision of this Lease is void or unenforceable it must be severed from this Lease and the provisions that are not void or unenforceable are unaffected by the severance.

15.6 Service of notices

- (a) A notice required to be given by one party to another under this Lease is effectively served, if it is in writing and:
 - i) served personally or in the case of the Lessee, left at the Premises, upon which the notice will be deemed to have been served immediately;
 - ii) sent by email to the other party's email address, upon which the notice will be deemed to be served at the time the email was transmitted by the sender, provided the sender does not immediately indicate a malfunction in the transmission;
 - iii) forwarded by post addressed to the party at the address specified in the Reference Schedule notice will be deemed to be given on the next week day (other than a public holiday) after which it was posted.
- (b) A party must as soon as possible advise the other party of its new facsimile and address details, if these change from that listed in the Reference Schedule.

15.7 Time of the essence

Time is of the essence in respect of the parties' obligations under this Lease.

Title Reference 49100975

15.8 Effect of legislation

Unless mandatory by Law, any Law (present or future) will not apply to this Lease if it has the effect of prejudicially affecting any of the Lessor's rights under this Lease or is inconsistent with the terms of this Lease.

15.9 Entire agreement

- (a) The provisions of this Lease, and any consents given under it, contain the entire agreement as concluded between the parties and no oral or collateral agreements are of any effect.
- (b) No representation by the Lessor regarding the Premises will form an implied or other term of this Lease. The Lessee acknowledges that it has not been induced into this Lease by any representation, made by the Lessor or its agents, that is not included in this Lease.

15.10 Mortgagee's consent

If the consent of any person or body (including a mortgagee) to this Lease or to the extension of this Lease is required, the Lessee must immediately upon request by the Lessor execute any documents necessary to facilitate the granting of this consent.

15.11 Lessee's costs

The Lessee must perform all of its obligations under this Lease at its own cost, unless otherwise specified in this Lease.

15.12 Electronic communication

The Lessee confirms it consents to receiving this Lease and any notices or communications pursuant to this Lease by electronic communication.

Title Reference

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 7

Name of authorised person or solicitor:

Julian Bodenmann

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Preston Law

Item/s being altered or corrected:

Item 5

Details of alteration or minor correction:

Insertion of "Ground floor of the" and "identified as Lease D"

Party represented (where signed by solicitor):

Authorised person's or Solicitor's Signature

JULIAN BODENMANN

Solicitor