Kowanyama Aboriginal Shire Council

Council Meeting Agenda

Tuesday, 25 November 2025, 10:00 AM – 3:00pm

Kowanyama Chambers and Cairns Boardroom

1. Welcome
2. Apologies / Conflict of Interest
3. a. Minutes from the Previous Meeting (October OM 2025)
   b. Action Items
4. Reports

4.1. Councillor Portfolio Updates – VERBAL UPDATE

4.2. Chief Executive Officer

4.2.1. Information Report - Monthly Update

4.2.2. Agenda reports

a. Ordinary Meeting Dates 2026
b. Kowanyama Sport and Recreation Strategy 2025-2035

4.3. Executive Manager Corporate and Financial Services

4.3.1. Information Report: Monthly Update

a. Governance
b. Finance – **LATE REPORT**
c. Human Resources

4.3.2. Agenda Reports

a. LRF (Carbon) Report
b. Approved Contractor List
c. CEQ Lease

4.4. Executive Manager Roads, Infrastructure and Essential Services

4.4.1. Information Report: Monthly Update

4.4.2. Agenda Reports

a. Lackon Pty Ltd Service Agreement

4.5. Executive Manager Community Services

4.5.1. Information Report: Monthly Update

4.5.2. Agenda Reports

5. Other Business
6. Closed Business

Kowanyama Aboriginal Shire Council

October Council Meeting Minutes

28 October 2025, 10:10AM – 12:04PM

Kowanyama Chambers and Cairns Boardroom

Unconfirmed

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Unconfirmed

Present

Kowanyama Chambers	Cr. Territa Dick (Mayor) Cr. Teddy Bernard (Deputy Mayor) Cr. Charmaine Lawrence Cr. Coralie Lawrence Kevin Bell – Chief Executive Officer Dan Dixon – Executive Manager Roads, Infrastructure and Essential Services
Cairns Boardroom	Joe Cristaldi – Executive Manager Corporate and Financial Services
Remote (via teams)	Danae Maltby – Governance Officer

1. Opening/Welcome

Meeting commenced at 10:10AM.

Mayor welcomed the Councillors and Executive Team to the October Council Meeting, paid respects to Traditional Owners and Elders (past and present).

2. Conflicts of Interest

Councillors advise that there is no Conflict of Interest to be declared.

Apologies

RESOLUTION: That Council accepts the apologies of Cr. Richard Stafford

Moved: Cr. Charmaine Lawrence
Seconded: Cr. Coralie Lawrence

CARRIED
3 x in Favour
1 x Against

Unconfirmed

3. Previous Minutes / Action Items

a. Previous Minutes

RESOLUTION: Minutes (September 2025 Ordinary Council Meeting)
Minutes from the Ordinary Council Meeting 23rd September 2025 to be adopted as true and accurate.

Moved: Cr. Territa Dick
Seconded: Cr. Teddy Bernard

CARRIED

b. Action Items

Action Items register was noted and tabled.

Cr. Coralie Lawrence performed welcome prayer.

4. Reports

4.1. Mayor, Deputy, and Councillor Updates

Mayor provided summary on activities undertaken in September and October noting:

- Mayor attended the Palm Island Spring Festival – meeting with Senator Malarndirri McCarthy
- Women's Camp, Pormpuraaw
- Mayor and CEO attended the LGAQ Annual Conference in Gold Coast
- Mayor, Cr. Charmaine Lawrence and CEO attended the Mayor's Police Summit in Cairns

Action: CEO to draft letter to QLD Health to outline community issues around airlifting patients promptly.

Action: CEO to arrange a meeting with the Justice Group and Local Police to discuss key community safety issues.

Action: Community Health and Yard Maintenance Communication – CEO to draft and distribute a letter to residents regarding yard tidy and health issues to support Councillor Charmaine's community engagement efforts.

4.2. Chief Executive Officer

4.2.1. Information Report

Kevin Bell (Chief Executive Officer) presented the CEO report to Council. Information report was noted by Council.

Kevin Bell tenders his official resignation as CEO. Kevin Bell confirms his last day as CEO will be the 28th November 2025.

Unconfirmed

Concerns raised by Councillors on community members requesting use of Council vehicles for personal use. Noting this is a Council Policy change that will be required not CEO delegation. Councillors agree to review proposed amendments to the Policy in November Ordinary Meeting of Council and additionally ensure Community members are aware of upcoming policy changes to be effective 1st December 2025.

Action: GO to review and amend current Vehicle Usage Policy regarding personal use of council vehicles and present to Council in November OM for comment and endorsement

4.2.2. Agenda Reports

- NIL

4.3. Executive Manager Corporate and Financial Services

4.3.1. Information Report

a. **Governance Update**

Danae Maltby (Governance Officer) presented the Governance report to Council. Information report was noted by Council.

Cr. Territa Dick left the meeting at 10:54am. Cr. Territa Dick returned to the meeting at 11:01am.

b. **Finance Information Report**

Joe Cristaldi (Executive Manager Corporate and Financial Services) presented the Finance report to Council. Information report was noted by Council.

c. **Human Resources Information Report**

Joe Cristaldi (Executive Manager Corporate and Financial Services) presented the HR report to Council. Information report was noted by Council.

4.3.2. Agenda Reports

a. **Delegations Register (Council to CEO)**

RESOLUTION: Pursuant to section 257 of the Local Government Act 2009 (QLD), Council resolves to adopt Delegations Register – Council to CEO as presented.

Moved: Cr. Teddy Bernard
Seconded: Cr Coralie Lawrence

CARRIED

Cr. Coralie Lawrence left the meeting at 11:20am. Cr. Coralie Lawrence returned to the meeting at 11:23am.

Unconfirmed

b. **KASC Annual Report 2024-2025.**

RESOLUTION: Pursuant to section 182 (2) of the Local Government Act 2009 (QLD), Council resolves to adopt its Annual Report 2024-2025.

Moved: Cr. Teddy Bernard
Seconded: Cr. Charmaine Lawrence

CARRIED

4.4. Executive Manager Roads, Infrastructure and Essential Services

4.4.1. Information Report

Dan Dixon, (EMRIES) presented EMRIES Information report to Council. Information report was noted by Council.

b. **Procurement Report**

Dan Dixon, (EMRIES) presented Procurement Report to Council. Procurement report was noted by Council.

4.4.2. Agenda Reports

a. **EOI Airport Café – Licence Agreement**

RESOLUTION: That Council resolve to award EOI KASC-2025-034 (Kowanyama Airport Café / Kiosk) to Tandly Treats (ABN 645 993 915) for a period of one (1) years, with an additional year possible at Council's discretion, and enter into a license agreement with the successful applicant of the Kowanyama Airport Cafe (being Lot 51 on SP272070), and delegate power and authority to the Chief Executive Officer to do all things necessary to bring effect to these arrangements and to pay invoices thereunder.

Moved: Cr. Teddy Bernard
Seconded: Cr. Coralie Lawrence

CARRIED

b. **RFQ-KASC-2025-042 Building Services Fitout**

RESOLUTION: That Council resolve to award RFQ KASC–2025-042 Building Services Fitout to Cameron Herbert Constructions (ABN 351 415 66047) for the contract value of $283,600.00 (ex GST) and delegate power and authority to the Chief Executive Officer to do all things necessary to bring effect to these arrangements and to pay invoices thereunder.

Moved: Cr. Teddy Bernard
Seconded: Cr. Charmaine Lawrence

CARRIED

c. **RFQ-KASC-2025-038 Kowanyama Office Refurbishment**

RESOLUTION: That Council resolve to award RFT KASC–2025-038 Kowanyama Office Refurbishment to Bartos Constructions (ABN 90 611 569 674) for the contract value of $1,539,509.20 (ex GST) and delegate power and authority to the Chief Executive Officer to do all things necessary to bring effect to these arrangements and to pay invoices thereunder.

Moved: Cr. Charmaine Lawrence
Seconded: Cr. Coralie Lawrence

CARRIED

Unconfirmed

4.5. Executive Manager Community Services and Cultural Heritage

4.5.1. Information Report

Kevin Bell, (Chief Executive Officer) presented EMCSCH Information report to Council. Information report was noted by Council.

4.5.2. Agenda Reports

a. **Community Safety Plan**

Katherine Wiggins – Culturev8 joined the Council meeting at 11:45am to present the Community Safety Plan report.

RESOLUTION: That subject to minor graphic design edits, Council resolve to endorse the draft Kowanyama Community Safety Plan Review 2025 (CSP).

Moved: Cr. Charmaine Lawrence
Seconded: Cr. Teddy Bernard

CARRIED

5. Closed Business

- Nil

Ordinary Meeting closed: 12:04pm

Unconfirmed

6. Trustee Meeting

Council resolves to open the Trustee meeting at 12:05pm.

Moved: Cr. Charmaine Lawrence
Seconded: Cr. Teddy Bernard

CARRIED

a. Trustee report

RESOLUTION: That the Trustee resolve:

1. To approve capital improvements on lots 94,95 and 245 on SP272069 as presented to give effect to the Magnificent Creek Stablisation Works for the construction, operation, use, maintenance and repair of a drainage facility, levee or other device for management of water flows.
2. That subject to the lessee first obtaining Native Title approval under the Native Title Act 1993 (Cth) (as applicable), the Trustee resolve to offer a 99 -year lease (homeownership) to applicant Elsa Josia over land described as lot 5 on SP272069 and delegation authority to the chief executive officer to do all things necessary to give effect to the Lease
3. Ms Gladys Brumby be approved as replacement Member for the Late Member Maxanne Brumby.

Moved: Cr. Coralie Lawrence
Seconded: Cr. Charmaine Lawrence

CARRIED

Trustee Meeting closed: 12:14pm

Unconfirmed

KASC ACTION ITEMS REGISTER

Meeting Type	Month	Year	Subject	Action Item	Lead Officer	Current Progress	Current Status	Target Date for Completion
Council Meeting	February	2023	Planning Scheme	AMG to ensure new Planning Scheme consider new cemetery area	EMCFS	**June 2025:** Funds have been secured through the Scheme Fund and Council has requested a quote and a scope of works to implement the planning scheme. A**ug 2025:** Engaging contractor to undertake works. **Nov 2025:** Contractor engaged and looking to hold early discussions with Council in Dec/January.	In progress	
Council Meeting	February	2025	RISE Meeting	Chief Executive Officer to contact RISE to ascertain details around fees to support small business establishment	CEO		Open	
Council Meeting	May	2025	Local Housing Plan	CEO to organise a July Governance Meeting to commence implementation plan for Local Housing	CEO		Open	
Council Meeting	June	2025	RISE - Recruitment	CEO to meet with RISE to ensure recruitment process provides post recruitment feedback to candidates.	CEO		Open	
Council Meeting	September	2025	Men's Shed	CEO to action capital works at the Men's Shed to make it fit for purpose	CEO	**Nov 2025** - Capex information provided in EMRIES information report - funding bodies to be approached for support	Open	
Council Meeting	September	2025	Information reports	EMRIES to include in future Information Reports, Social Housing Repair status (days outstanding etc).	EMRIES	**Nov 2025** - Housing data and updates added to information report ongoing.	Completed	
Council Meeting	September	2025	Post Office	EMCSCH to investigate whether Council is able to sell Australia Post Shop products out of the Post Office like many regional stores.	EMCSCH		Open	
Council Meeting	October	2025	Qld Health	CEO to draft letter to QLD Health to outline community issues around airlifting patients promptly.	CEO		Open	
Council Meeting	October	2025	Meeting - Community Safety	CEO to arrange a meeting with the Justice Group and Local Police to discuss key community safety issues.	CEO		Open	
Council Meeting	October	2025	Community Health and Yard Maintenance	Community Health and Yard Maintenance Communication – CEO to draft and distribute a letter to residents regarding yard tidy and health issues to support Councillor Charmaine's community engagement efforts.	CEO		Open	
Council Meeting	October	2025	Vehicle Hire Policy	GO to review and amend current Vehicle Usage Policy regarding personal use of council vehicles and present to Council in November OM for comment and endorsement	GO	**Nov 2025:** Currently in development. GO liaising with Council Insurance brokers on appropriate insurance coverage for hire capacity - as Council **is not currently** insured to hire vehicles as standard car hire. Recommendation will be presented in December's OM.	In progress	

4.1.1 – Info Report

Title:	CEO Update
Author:	Chief Executive Officer
Meeting Date:	25 November 2025

Executive Summary

To provide Council with an update of activities undertaken by the Chief Executive Officer.

Key points

- Executive Leadership Team Meetings
- Aged Care SDAP (Review of Quality Controls, Policy, Operations of Aged Care Service as Legislative requirements change)
- NWQROC General Meeting (Agenda Attached)
- Vehicle Tracking System (implementation phase and EMRIES has sent out project plan)
- Meeting with CEQ (Report attached in agenda) Land tenure and Airport weight Specs
- Cairns Disaster Management Meeting (Agenda Attached) Weather forecast for season
- TCICA Annual General Meeting (Cairns Regional Council)
- Cape York Regional Package (Community Taskforce update)
- Early Years Place (final stages of certification and rectification works)
- Sports and Recreation Strategy (draft attached)
- Youth Strategy working group meeting (update on data findings and next steps)
- Meeting with orange Sky (Mayor Dick and I met with Orange Sky to discuss options for Kowanyama in 2026
- Meeting DDG DATSIP (Womens Services funds, COE funding support, SEWB Funds)
- Elected Member training planned for November 26 (Department of Local Government) Financial Focus

Funding Announced

- Womens Services funding ($1.1million over 3 years)
- DRFA Kowanyama Hub Project ($8.2million)

Funding requested

- Nill

Attachment: NWQROC Monthly Management Committee Meeting

North West Queensland Regional Organisation of Councils Inc.
Friday, 7 November 2025, 9:00am – 12:00pm
(Virtual) Monthly Management Committee Meeting

AGENDA

ITEM #	AGENDA	PRESENTED BY	TIME
1.	**Meeting Open**		
1.1	Welcome	Chair	09:00am
1.2	Apologies		
1.3	Confirmation of Minutes		
1.4	Action Items		
1.5	Flying minutes		
1.6	NWQROC Submissions		
2.	**External Presentations**		
2.1	Prosper 2050 – Regional Action Plan Consultation	Sue Helmke, Department of Primary Industries	09:10am – 09:25am
2.2	Queensland-Led Designated Area Migration Agreement Consultation	George Veneris and Gemma Parry-Jones, Migration Queensland	09:25am – 09:50am
2.3	Outback Queensland Destination Management Plan Consultation	Giovanna Lever and Jackie Hicks, Sparrowly Group	09:50am – 10:15am
3.	**General Business**		
3.1	NWQROC Constitution – Addition of Kowanyama Aboriginal Shire Council as a Member	NWQROC EO	10:15am – 10:20am
3.2	LGIS Partnerships Program – Behaviour Change Coordinator – NWQROC Application		10:20am – 10:40am
3.3	Country University Centre – Progression of a Hub and Spoke Application		10:40am – 11:00am
3.4	Sunsetting of the 'Get Ready North West Queensland' App		11:00am – 11:10am
3.5	Reportable Conduct Scheme – Regional Procurement		11:10am – 11:20am
3.6	FNQROC – Regional and Remote – Special Economic Zone		11:20am – 11:40am

3.7	Regulatory impact analysis to reduce the open road default speed limit		11:40am – 11:50am
3.8	NWQROC Services Review – Progress Update		Standing item
4.	**Meeting Close**		

1.0 MEETING OPEN

1.1 WELCOME

Participants:

Council	Ordinary Member	Ex-Officio Member (non-voting)
Burke SC	T.B.A	
Carpentaria SC	Cr Jack Bawden, Mayor	Anne Andrews, CEO
	Cr Bradley Hawkins, Deputy Mayor	
Cloncurry SC	Cr Greg Campbell, Mayor	Philip Keirle, CEO
	Cr Sam Daniels, Deputy Mayor	
Croydon SC	Cr Trevor Pickering, Mayor	Jacqui Cresswell, CEO
	Cr Jonathan Evans, Deputy Mayor	
Doomadgee ASC	Cr Fredrick O'Keefe, Mayor	Troy Fraser, CEO
	Cr Carlene Logan, Deputy Mayor	
Etheridge CC	Cr Barry Hughes, Mayor (President)	Kennith Timms, CEO
	Cr Laurell Royes, Deputy Mayor	
Flinders SC	Cr Kate Peddle, Mayor	Dr Eddie Jackson, CEO
	Cr Niki Flute, Deputy Mayor	
McKinlay SC	Cr Janene Fegan, Mayor (Treasurer)	
	Cr Luke Spreadborough	
Mornington SC	Cr Richard Sewter, Mayor	Gary Uhlmann, CEO
	Cr Bobby Thompson OAM, Deputy Mayor	
Mount Isa CC	Cr Peta McRae, Mayor	Tim Rose, CEO
	Cr Kim Coghlan, Deputy Mayor	
Richmond SC	Cr John Wharton AM, Mayor	Peter Bennett, CEO
NWQROC		Josh Dyke, Executive Officer

Note: *Other councillors and council officers are able to attend meetings as observers and act as proxies if the nominated ordinary and ex-officio members are unavailable to attend.*

Guests:

- Cr. Terita Dick, Mayor, Kowanyama Aboriginal Shire Council
- Kevin Bell, CEO, Kowanyama Aboriginal Shire Council
- Greg Hoffman, Western Queensland Alliance of Councils

1.2 APOLOGIES

The following apologies were received for the 7 November 2025 NWQROC General Meeting:

- **Ordinary Member**
  - Cr. Patsy-Ann Fox, Richmond Shire Council
  - Cr. Ernie Camp, Burke Shire Council
  - Cr. Paul Poole, Burke Shire Council

- **Ex-Officio Member (non-voting)**
  - Trevor Williams, McKinlay Shire Council
  - Dan McKinlay, Burke Shire Council

1.3 CONFIRMATION OF MINUTES

The minutes of the 8 August 2025 NWQROC General Meeting was confirmed to be a true and accurate reflection of the meeting.

MOVED:	**SECONDED:**
CARRIED	

1.4 ACTION ITEMS

The following action items were registered at the 8 August 2025 NWQROC General Meeting:

PREVIOUS MEETING ACTIONS	STATUS
EO to share contact information for Coby Pymble-Ward, Dept of LG, Water and Volunteers with Burke Shire Council and Burke Shire Council to share CSIRO contact information with EO and Tom Vanderbyl.	**COMPLETED** Contacts shared.
Josh Dyke and Greg Hoffman to discuss possible engagement of BADU Advisory in relation to the review of the Gulf Rivers and Mitchell River Water Plans.	**ON-GOING** Gulf Rivers and Mitchell River Water Plans continue to be developed. No need for the engagement of a third-party to date.
The EO to share the Factsheet and correspondence received from Minister Leahy.	**COMPLETED** Factsheets were shared by the Department of Local Government, Water and Volunteers with all local government CEOs.
The EO requested Burke Shire Council to share recent correspondence from DPI for continued follow up with Minister Leahy's office if required.	**COMPLETED** No correspondence provided.
Emma Aitkins to share the presentation with the EO for wider circulation by way of introduction to this newly established role.	**COMPLETED** Presentation available here.
The EO noted that the F2F Meeting scheduled to be held on 3-4 December 2025 in Hughenden may be an opportunity for further engagement with the Management Committee and suggested Emma Aitkins and Josh Dyke discuss offline.	**COMPLETED** Biosecurity Queensland has been invited, , to present at the 3-4 December 2025 NWQROC General Meeting. This invitation has been accepted.
Incoming Executive Officer, Josh Dyke to commence discussions with the Department to determine if the membership can be transferred.	**COMPLETED** Josh Dyke and Greg Hoffman agreed for Greg to remain on DPI Regional Working Group due to historic knowledge of NWQROC priorities.
Cr Fegan highlighted the importance of the invitation to apply for Chair and Board Membership of the North West Hospital & Health Service Board, encouraging members to cross promote this opportunity via social media.	**COMPLETED**
The EO to approach the Administrators and REX on ground handlers and cost impacts in relation to delayed flights and the continued provision of ground handling services.	**COMPLETED** The NWQROC sent a letter on 27 August 2025 seeking a commitment from REX airline administrators to the North West. The NWQROC received a reply from REX airline administrators on 10 September 2025 reconfirming its commitment to the region.

1.5 FLYING MINUTES

Since the 8 August 2025, there have been three flying minutes circulated to NWQROC members, being:

1) **FLYING MINUTE – 26 SEPTEMBER 2025 - FIXED TERM DEPOSIT**
    - **RECOMMENDATIONS:**
        a) Create a QTC's Cash Fund account.
        b) Redistribute $900,000 of funds to the established QTC's Cash Fund account.
        c) Maintain a balance of $100,000 in the NWQROC's Westpac savings account for the management of general expenses.
        d) Undertake an investigation into banking providers to identify the most appropriate provider to supply banking services to the NWQROC.
        e) Discuss a policy for the management cash reserves at the 3-4 December 2025 meeting.

    - **OUTCOME:**
        - All members APPROVED through written/verbal approval of all recommendations.
        - A NWQROC QTC account has now been developed and funds transferred.

- **FLYING MINUTE – 26 SEPTEMBER 2025 - REGIONAL DROUGHT RESILIENCE COORDINATOR**
    - **RECOMMENDATIONS:**
        a) That the Executive Officer seeks legal advice on the correct method of engagement for NWQROC positions and present to the NWQROC Committee at the 3-4 December 2025 Committee meeting for consideration on how the Coordinator is to be engaged for the remainder of the grant term.
        b) That the Executive Officer develops a Drought Resilience Coordinator position description to be presented at the 3-4 December 2025 Committee meeting for consideration. Considerations to be included in the position description include:
            - Skill requirements for the position
            - The engagement mechanism for the Coordinator (to be supported by Recommendation (a)).
            - Governance arrangements employed by the NWQROC to manage the Coordinator in delivering the North West Queensland Drought Resilience Plan 2024-2030.
        c) That the NWQROC engages the NWQROC Executive Officer, through the services of JD Consultancy Services Pty Ltd, to provide Drought Coordinator functions for 1.5 days a week from 29 September 2025 to 19 December 2025 and at a rate of $155 (exc. GST), with the following responsibilities:
            - Develop a proposed governance framework for project delivery.
            - Develop a proposed project plan for project delivery.

- Continue to seek additional funding opportunities to support the delivery of the North West Queensland Regional Drought Resilience Plan 2024-2030.
- Commence engagement with regional stakeholders and develop a stocktake of activities being delivered across the region that support the delivery of the North West Queensland Drought Regional Drought Resilience Plan 2024-2030.
- Provide all project management functions as required by the grant.

- **OUTCOME:**
  - All members **APPROVED** through written/verbal approval of all recommendations – which included the clarification of Recommendation c) being that it should read: *That the NWQROC engages the NWQROC Executive Officer, through the services of JD Consultancy Services Pty Ltd, to provide Drought Coordinator functions for 1.5 days a week from 29 September 2025 to 19 December 2025 and at a rate of **$155/hr (exc. GST)**, with the following responsibilities…..*
  - The NWQROC EO has now commenced seeking quotes for legal advice regarding the most appropriate engagement structure of the Drought Resilience Coordinator in 2025.
  - The NWQROC EO has developed a position description for the Drought Resilience Coordinator – to be shared at the 3-4 December NWQROC General Meeting.
  - The NWQROC EO has commenced 1.5 days a week to 19 December 2025 as the interim Drought Coordinator to develop the project governance framework as outlined in the recommendations.

- **FLYING MINUTE – 15 OCTOBER 2025 – NWQROC HOUSING ADVOCACY PLATFORM**
  - **RECOMMENDATIONS:**
    a) The State Government to amend the Duties Act 2001 (Qld) to remove stamp duty for all purchases of residential land under the value of $800,000 within the local government areas of the NWQROC.
    b) The State Government to expand the eligibility criteria for the State Government's First Home Owner Grant to allow for the purchase of existing dwellings within the local government areas of NWQROC.

  - **OUTCOME:**
    - Not all members have provided approval for the recommendations.

MOVED: **SECONDED:**

RESOLUTION:

1. That the NWQROC resolves the recommendations included in the Flying Minute dated 15 October 2025 titled NWQROC Housing Advocacy Platform, being:
    a. The State Government to amend the Duties Act 2001 (Qld) to remove stamp duty for all purchases of residential land under the value of $800,000 within the local government areas of the NWQROC.
    b. The State Government to expand the eligibility criteria for the State Government's First Home Owner Grant to allow for the purchase of existing dwellings within the local government areas of NWQROC.

1.5 NWQROC SUBMISSIONS

The following submissions have been made by the NWQROC since the last NWQROC General Meeting:

- Submission to the Review of the Great Artesian Basin and Other Regional Aquifers Water Plan (2017) – WQAC led response

- Submission to A Fresh Start for Private Protected Areas – Discussion Paper
    - **Recommendation 1:** The NWQROC recommends the State Government to develop appropriate governance structures to ensure local governments are not left with additional management burdens of ensuring private protected areas are managed in a manner that not only conserves Queensland's biodiversity, but is done in a way that does not present risks to adjoining landholders.
    - **Recommendation 2:** The NWQROC recommends the State Government to ensure that private protected area policy does not solely focus on biodiversity outcomes, and instead ensures that integral pillars that support the sustainability of rural and remote communities are considered and incorporated into future policies.
    - **Recommendation 3:** The NWQROC recommends the State Government incorporates appropriate funding arrangements to ensure that North West Queensland councils are not financially disadvantaged by any consideration to include stock routes, or other crown land that is under a trustee arrangement under the Land Act 1994, into Queensland's protected area estate.

- Submission to Biosecurity in Queensland – A review of the prohibited and restricted matter lists – Discussion Paper
    - **Recommendation 1:** The NWQROC recommends the State Government to fund Regional Pest Management Sub-Committees $250,000 per annum for the purposes of:
        - 1) Engaging a Regional Biosecurity Coordinator; and
        - 2) Delivering high-priority regional invasive species initiatives linked to local government biosecurity plans.

- Submission to the Energy Roadmap Amendment Bill 2025
    - **Recommendation 1:** The NWQROC recommends the State Government to work with the NWQROC and its members to deliver critical energy projects that will transform the region's energy transmission and storage infrastructure, and in effect, build the strength and resilience of North West Queensland's economy.
    - **Recommendation 2:** The NWQROC recommends the State Government to commit to the completion of the CopperString Project's Western Link – supporting business confidence across North West Queensland and supporting future investment in our communities.
    - **Recommendation 3:** The NWQROC recommends that the State Government, through the Bill and Queensland Energy Roadmap 2025, commits to supporting existing private energy infrastructure that delivers essential energy to the communities of North West Queensland.

- **Recommendation 4:** The NWQROC recommends that the State Government commits to a review of existing energy transmission infrastructure across North West Queensland to ensure that it is being fully utilised to deliver essential energy to the communities of North West Queensland.

2.0 EXTERNAL PRESENTATIONS

2.1 PROSPER 2050 – REGIONAL ACTION PLAN CONSULTATION

PURPOSE:

- The Department of Primary Industries to provide an update on the development of Prosper 2050's Regional Action Plans and proposed consultation period.

NWQROC STRATEGIC PLAN 2024-2029 ALIGNMENT:

- Attracting infrastructure investment to grow the region's economy (such as roads, rail, telecommunications, bulk water storage and distribution, electricity generation and transmission).
- Improving services to support attraction and retention of skilled workers and their families (such as transport, childcare, health, education, government administrative services).
- Supporting the growth of our primary industries.

BACKGROUND:

1. In August 2025, and to support the State Government's election commitment of increasing Queensland's farm gate output to $30 billion by 2030, the Department of Primary Industries (the DPI) released the Primary Industries Prosper 2050 (Prosper 2050).

2. The vision of Prosper 2050 is - "Queensland's primary industries are profitable, productive and sustainable for future generations. United, we will empower our regional communities to be bold and prosperous", and is to be achieved across six key focus areas, being:
    a. Market growth and value-adding
    b. Accelerated innovation, readiness and adoption
    c. Shared infrastructure
    d. Coexistence and community support
    e. Ease of business
    f. Skilled and agile workforce

3. To support the delivery of Prosper 2050, the DPI, in partnership with Regional Industry and Government Working Groups, have progressed the development of 7 State-wide Regional Action Plans.

4. Each Regional Action Plan identifies actions to be delivered regionally over the next five years, with actions focussed on growing Queensland's primary industries output to $30 billion by 2030.

5. To date, Regional Action Plans have been developed confidentially, however are planned to be released for public consultation in December 2025 and be finalised in January 2026.

6. The former NWQROC Executive Officer has, and continues to, directly support the North Regional Industry and Government Woking Group in the development of the North and North West Queensland Regional Action Plans.

MEMBER CONSIDERATIONS:

- Does your council have any priority agricultural projects that can support the DPI in achieving their target of increasing farm gate output to $30 billion by 2030?
- How will the actions in the Regional Action Plans be funded – i.e. will the DPI create an investment fund, or will the DPI be seeking funding through alternative arrangements?
- Noting that the Regional Action Plans contain actions that sit outside of the DPI's remit (i.e. intermodal facilities), how will the DPI provide coordination of, and oversight to, activity delivery?
- How quickly can the Regional Action Plans be changed/amended to reflect changing regional priorities?
- When will public consultation on the Regional Action Plans commence and conclude?

RELATED BACKGROUND DOCUMENTS:

- WQAC – Response to Draft Prosper 2050

DISCUSSION:

-

ACTION/S:

-

2.2 QUEENSLAND-LED DESIGNATED AREA MIGRATION AGREEMENT

PURPOSE:

- Migration Queensland to provide an update to the NWQROC on consultation being undertaken to support the development of a Queensland-led Designated Migration Agreement.

NWQROC STRATEGIC PLAN 2024-2029 ALIGNMENT:

- Improving services to support attraction and retention of skilled workers and their families (such as transport, childcare, health, education, government administrative services).
- Supporting the growth of our primary industries.

BACKGROUND:

1. A Designated Area Migration Agreement (DAMA) is a formal agreement between the Federal Government and a state or territory government or regional authority to access additional overseas workers outside of the standard skilled migration program.

2. DAMAs operate under an agreement-based framework and provide flexibility for regions to respond to unique economic and labour market conditions.

3. Under the Federal Government's Migration Strategy (2023), the Federal Government has committed to plan migration over a longer-term horizon with greater collaboration with state and territory governments.

4. Due to this commitment, Migration Queensland has undertaken a number of consultation sessions across Queensland to identify interest/opportunities for the development of a Queensland-led DAMA.

5. The sessions aim to identify regional pressures and understand local community workforce dynamics for consideration in the possible delivery of a state-led DAMA.

6. Due to no consultation sessions being held in North West Queensland, Migration Queensland is engaging with the NWQROC to provide an overview of the initiative, and to identify any priority skills required for the region.

7. Two DAMAs currently exist for Queensland:
    a. Townsville Enterprise Limited – which covers the NWQROC local government areas of Flinders Shire Council, Richmond Shire Council, McKinlay Shire Council, Cloncurry Shire Council and Mount Isa City Council
    b. Cairns Chamber of Commerce – which covers the NWQROC local government areas f Croydon Shire Council and Ethridge Shire Council.

MEMBER CONSIDERATIONS:

- Are there any critical workforce gaps within your local government and/or communities that could be supported through a DAMA?
- How long will it take for a Queensland-led DAMA be developed and implemented?
- What are the responsibilities of local government if they were to employ a worker through a DAMA?

RELATED BACKGROUND DOCUMENTS:

- N/A

DISCUSSION:

-

ACTION/S:

-

2.3 OUTBACK QUEENSLAND DESTINATION MANAGEMENT PLAN

PURPOSE:

- The Sparrowly Group to provide an update on the review of the Outback Queensland Destination Management Plan 2021-2024, and collate feedback from NWQROC members on local/regional tourism priorities.

NWQROC STRATEGIC PLAN 2024-2029 ALIGNMENT:

- Attracting infrastructure investment to grow the region's economy (such as roads, rail, telecommunications, bulk water storage and distribution, electricity generation and transmission).

BACKGROUND:

1. In 2025, and to support the State Government's election commitment of both unlocking eco-tourism opportunities across Queensland; and the delivery of a 20-year Tourism Plan to capitalise on the tourism opportunities from the 2032 Olympic and Paralympic Games, the Department of Environment, Toursim, Science and Innovation (DETSI) developed Destination 2045.

2. The vision of Destination 2045 is - "By 2045, Queensland will be a global leader in tourism, showcasing our environment, lifestyle, cultures and regions", and has the following priorities:
    a. Ecotoursim
    b. Events
    c. Connectivity
    d. Experiences
    e. Brand
    f. Industry.

3. To support the delivery of Destination 2045, the State Government committed $1 billon over the next four years to support tourism expansion, and included the following funding commitments:
    a. $200 million over four years from 2025-2026 for product development and aviation attraction
    b. $100 million over four years from 2025-26 for event attraction
    c. $146 million over two years from 2027-28 for Tourism and Events Queensland.

4. To support the delivery of Destination 2045 Plan, Outback Queensland Tourism Association is in the process of reviewing the Outback Queensland Destination Management Plan 2021-2024.

5. The new plan – Outback Queensland Destination Management Plan (2025-2030), aims to leverage existing and future local, regional and state strategies to build a strong and sustainable visitor economy for Outback Queensland.

6. To coordinate the development of the new Plan, Outback Queensland Tourism Association has engaged Sparrowly Group, who are delivering several regional workshops. In North West Queensland, the following regional workshops are scheduled:
    a. Online – Tuesday, 11 November 2025 – 9-11am
    b. Mount Isa – Friday, 21 November 2025 – 10:30am-12:30pm.

MEMBER CONSIDERATIONS:

- Are there any local tourism opportunities that can be supported through the new Outback Queensland Destination Management Plan?
- When is the new Outback Queensland Destination Management Plan to be completed?
- Will a public consultation process take place following the development of a draft Outback Queensland Destination Management Plan (2025-2030)?
- Has the State Government committed funding to the delivery of the Outback Queensland Destination Management Plan (2025-2030)?
- Can the Outback Queensland Destination Management Plan (2025-2030) support a growth in regional air passenger services, noting that Regional passenger air services are a priority for North West Queensland – not only for tourism, but also for regional liveability.

RELATED BACKGROUND DOCUMENTS:

- N/A

DISCUSSION:

-

ACTION/S:

-

3.0 GENERAL BUSINESS

3.1 NWQROC CONSTITUTION – ADDITION OF KOWANYAMA ABORIGINAL SHIRE COUNCIL AS A MEMBER

PURPOSE:

- To resolve changes to the NWQROC Constitution's rules to formally include Kowanyama Aboriginal Shire Council as a member of the NWQROC.

NWQROC STRATEGIC PLAN 2024-2029 ALIGNMENT:

- N/A

BACKGROUND:

1. At the NWQROC General Meeting on 6 June 2025, the NWQROC resolved the following matters under ***Item 6. Kowanyama Aboriginal Shire Council – Membership Application***:
    a. *That the application of the Kowanyama Aboriginal Shire Council to become a member of the NWQROC be approved.*
    b. *That the Executive Officer advise Kowanyama Aboriginal Shire Council of the approval and extend a warm welcome to the Council as a member of the NWQROC, and*
    c. *That the Kowanyama Aboriginal Shire Council be invited to attend their first meeting of NWQROC in Georgetown on Wednesday 2nd and Thursday 3rd July 2025.*

2. To finalise the admission of Kowanyama Aboriginal Shore Council to the NWQROC, the NWQROC must, by special resolution, resolve an amendment to the rules of the NWQROC Constitution.

3. Specifically, the following amendments is to be made:

    That Clause 3. Objects be altered by the deletion of the following words:

    "It includes eleven (11) local government areas:
    1. *Burke Shire Council*
    2. *Carpentaria Shire Council*
    3. *Cloncurry Shire Council*
    4. *Croydon Shire Council*
    5. *Doomadgee Aboriginal Shire Council*
    6. *Etheridge Shire Council*
    7. *Flinders Shire Council*
    8. *McKinlay Shire Council*
    9. *Mornington Shire Council*
    10. *Mount Isa City Council*
    11. *Richmond Shire Council"*

    And inserting the following words:

"It includes twelve (12) local government areas:

1. *Burke Shire Council*
2. *Carpentaria Shire Council*
3. *Cloncurry Shire Council*
4. *Croydon Shire Council*
5. *Doomadgee Aboriginal Shire Council*
6. *Etheridge Shire Council*
7. *Flinders Shire Council*
8. *Kowanyama Aboriginal Shire Council*
9. *McKinlay Shire Council*
10. *Mornington Shire Council*
11. *Mount Isa City Council*
12. *Richmond Shire Council"*

4. On resolution, the amended NWQROC Constitution must be submitted to the Office of Fair Trading within 3 months, along with the payment of the relevant fee being $24.20.

MEMBER CONSIDERATIONS:

- Should a formal review of the NWQROC Constitution be undertaken – noting recent challenges faced by the NWQROC Executive Officer in finalising flying minutes – which currently require all members to respond in the affirmative for endorsement?

RELATED BACKGROUND DOCUMENTS:

- NWQROC Constitution

DISCUSSION:

-

ACTION/S:

-

MOVED: **SECONDED:**

SPECIAL RESOLUTION:

2. That the NWQROC resolves the amendment to the NWQROC Constitution to finalise the inclusion of Kowanyama Aboriginal Shire Council as a member of the NWQROC through the amendment of Clause 3 of the NWQROC Constitution.
3. That the NWQROC resolves the NWQROC Executive Officer to submit a rule change application to the Office of Fair Trading, including the payment of associated fees, for the inclusion of Kowanyama Aboriginal Shire Council as a member of the NWQROC.

3.2 LGIS PARTNERSHIPS PROGRAM – BEHAVIOUR CHANGE COORDINATOR – NWQROC APPLICATION

PURPOSE:

- To discuss a proposed NWQROC application to the Let's Get It Sorted Partnerships Program – Behaviour Change Coordinator Program for the engagement of a Regional Coordinator to support the region in improving community awareness and action on waste management.

NWQROC STRATEGIC PLAN 2024-2029 ALIGNMENT:

- Improving services to support attraction and retention of skilled workers and their families (such as transport, childcare, health, education, government administrative services).

BACKGROUND:

1. Up to $440,000 (excl. GST) is available through the Department of Environment, Tourism, Science and Innovation Let's Get It Sorted Partnership Program – Behaviour Change Coordinator program for the engagement of a Regional Waste Management Behaviour Change Coordinator (Coordinator) to 30 June 2028.

2. Program funding is non-competitive and is eligible to:
    a. Regional groups of councils that are a legal entity (i.e. regional organisations of councils or similar); or
    b. If not a legal entity; a group of councils, including a lead applicant, with endorsement from all other councils in the application will also be considered.

3. Program funding is limited to wage, recruitment and on-costs of a Coordinator to 30 June 2028, and must be applied towards the following eligible project costs:
    a. wages and on-costs (i.e., leave loading and superannuation guarantee payments, etc.) for employment of a Coordinator, including for an existing employee or a secondee
    b. engagement of a contractor as a Coordinator
    c. recruitment expenses to attract and engage a Coordinator
    d. where required, Coordinator travel and accommodation expenses in accordance with the *Minister for Industrial Relations Directive: Domestic Travelling and Relieving Expenses (Directive 13/23)*, or applicable directive which supersedes Directive 13/23, or applicable council travel policy.

4. The appointment of the Coordinator may be undertaken by:
    a. employing a part time or full-time staff member
    b. seconding an existing staff member
    c. engaging a contractor
    d. apportioning wages across one or more existing staff, particularly where recruitment of a suitably experienced candidate may prove difficult.

5. A NWQROC application to the Let's Get It Sorted Partnerships Program – Behaviour Change Coordinator Program has been drafted and **available here**.

6. The NWQROC draft application proposes to:
    a. Engage a part-time Coordinator (0.8 FTE) at $123,700 per annum (inc. of superannuation and additional organisational on-costs incurred by the NWQROC in engaging the position).[1]
    b. Engage the NWQROC Executive Officer as a contractor at $15,000 per annum to support the Coordinator in delivering activities associated with the Program, which includes the engagement with NWQROC members on the project.

7. The operational work plan for the Behaviour Change Coordinator will be informed through the development of an Implementation Plan – which will be developed in collaboration with the NWQROC Waste Management Sub-Committee.

8. The proposed Implementation Plan would focus on the following broad objectives:
    a. Reducing regional illegal littering and dumping incidents
    b. Reducing regional residual waste sent to landfill
    c. Reducing contamination across priority recycling streams
    d. Increasing recycling volumes across priority recycling streams
    e. Increase in recycling awareness across North West Queensland communities
    f. Increase in awareness across North West Queensland communities of the role that the North West Queensland Regional Waste Management Plan has in delivering regional waste management outcomes.

9. Supporting the application, a nominal $10,000 in-kind resourcing provision has been allocated against each NWQROC member. This resourcing provision is limited to the commitment of council officers attending bi-monthly NWQROC Waste Management Sub-Committee meetings, as well as supporting the project as required (i.e. information requests, delivery of activities through existing budgeted activities, etc.).

10. A travel budget of $15,000/annum has been included in the funding application, allowing the Coordinator to visit each NWQROC member for project delivery.

11. Noting ineligible expenses, the NWQROC is seeking support from a council to host the position, which will include the provision of a work space furnished with a desk and chair, as well as connection to the internet.[2]

12. If the draft application is to proceed, the NWQROC would be required to purchase a laptop and uniforms for the Coordinator utilising the NWQROC's cash reserves, as well the need to secure additional insurances prior to the submission of the application (i.e. WorkCover Insurance and Professional Indemnity Insurance).

[1] Proposed Coordinator salary portion of the position is $100,000.
[2] Currently Mount Isa City Council has been designated as the host organisation in the draft application, however this is for drafting purposes and has not been committed to.

13. Furthermore, if the draft application is to proceed, NWQROC members will be required to provide supporting letters to the application – **available here**.

RELATED BACKGROUND DOCUMENTS:

- N/A.

MEMBER CONSIDERATIONS:

- The Let's Get It Sorted Partnerships Program – Behaviour Change Coordinator Program eligible expenses is limited to the engagement of a Coordinator and does not provide any provisions for any operational activities.
- The Let's Get It Sorted Partnerships Program – Behaviour Change Coordinator Program eligible expenses does not allow the NWQROC to claim organisational on-costs to support the position, and as such, would require the NWQROC to fund such costs internally.
- The additional Coordinator resource would support the NWQROC in delivering other services that support the NWQROC's vision and strategic priorities – including the collation of evidence that would support regional advocacy priorities.

DISCUSSION:

-

ACTION/S:

-

MOVED: **SECONDED:**

RESOLUTION:

4. That the NWQROC resolves to apply for funding through the Let's Get It Sorted Partnerships Program – Behaviour Change Coordinator Program to appoint a Regional Coordinator to improve community awareness and action on waste management.
5. That the NWQROC resolves to submit the draft NWQROC application to the Let's Get It Sorted Partnerships Program – Behaviour Change Coordinator Program – subject to minor amendments – including the finalisation of a host organisation.

ADDITIONAL COORDINATOR SERVICES PROVISION:

14. In addition to the funded Coordinator role, and based on NWQROC member feedback, the NWQROC proposes to engage a Coordinator that has the ability to provide regional environmental health services to interested NWQROC members.

15. In addition to the Let's Get It Sorted Partnerships Program – Behaviour Change Coordinator Program functions, services to be provided by the Coordinator will be finalised amongst interested council parties, but may include:
    a. Food license inspections
    b. Drinking water quality inspections
    c. Investigate non-compliances against the *Public Health Act 2005* (Qld).

16. To attract a suitable candidate to this position, and to support cost recovery for engagement by the NWQROC, the following position particulars are proposed:
    a. $140,000/annum (incl. superannuation)
    b. A rate of 25% of on-costs be applied to the position to cover insurances, supervision, telecommunication expenses, travel[3] and IT expenses
    c. To be engaged as a NWQROC staff member on a contract arrangement to 30 June 2028.

17. Additional funding for the expansion of Coordinator roles and responsibilities will be provided by those NWQROC members utilising the Coordinator for regional environmental health functions – paid on a yearly basis.

18. **Table 1** provides a summary of expected financial contributions based on the number of interested NWQROC members, as well as the expected annual profit generated for the NWQROC.

NWQROC PARTICIPATING MEMBERS	REQUIRED FINANCIAL CONTRIBUTION[4][5]	# OF ANNUAL SERVICE DAYS PER COUNCIL	NWQROC ACTUAL ANNUAL PROFIT	NWQROC ANNUAL PROFIT (INCLUDES SUBSIDISATION OF EXISTING EXPENSES THROUGH ON-COSTS)
1	$51,300.00	43	$616.67[6]	$10,616.67[7]
2	$25,650.00	21.5		
3	$17,100.00	14.3		
4	$12,825.00	10.75		
5	$10,260.00	8.6		
6	$8,550.00	7.17		

Table 1: Summary of expected financial contributions based on the number of interested NWQROC members in accessing a Regional Environmental Health Coordinator.

19. If more than 6 NWQROC members are interested in utilising the Coordinator for regional environmental health services, amendments will need to be made to the NWQROC's draft application to the Let's Get It Sorted Partnerships Program – Behaviour Change Coordinator Program, specifically a reduction from the proposed 0.8 FTE to 0.6 FTE – effectively allowing

[3] Travel expenses calculated at $1,000/month – and may change dependent upon which NWQROC members seek the services of the Regional EHO Coordinator.
[4] Does not include payroll expenses if outsourced.
[5] Inclusive of $123,700 LGIS Partnerships Program – Behaviour Change Coordinator grant – effectively subsidising Regional Environmental Health Coordinator costs.
[6] Annual profit is post organisational on-costs (i.e. insurance expenses, organisational data management expenses, etc.) across the engagement of the proposed Regional Environmental Health Coordinator and funded Regional Drought Resilience Coordinator, as well as direct oncosts incurred through the employment of the Coordinator (i.e. purchase of laptop, telecommunication reimbursements, uniform reimbursement, etc.).
[7] Calculated based on existing expenses to be charged as oncosts split between sed Regional Environmental Health Coordinator and funded Regional Drought Resilience Coordinator. Does not include new on-costs.

additional time for the Coordinator to provide regional environmental health officer services to interested NWQROC members.

RELATED BACKGROUND DOCUMENTS:

- N/A.

MEMBER CONSIDERATIONS:

- No decision needs to be made immediately, however interested NWQROC members will need to notify the NWQROC Executive Officer in there interest in the proposal prior to going to market for the engagement of a Coordinator if successful through the Let's Get It Sorted Partnerships Program – Behaviour Change Coordinator Program (expected to be December 2025).

DISCUSSION:

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ACTION/S:

-

3.3 COUNTRY UNIVERSITY CENTRE – PROGRESSION OF A HUB AND SPOKE APPLICATION

PURPOSE:

- To discuss interest across NWQROC members for a coordinated regional Country University Centre Cohort 6 application utilising a 'Hub and Spoke' model.

NWQROC STRATEGIC PLAN 2024-2029 ALIGNMENT:

- Improving services to support attraction and retention of skilled workers and their families (such as transport, childcare, health, education, government administrative services).

BACKGROUND:

1. Across North West Queensland, access to training opportunities is limited.

2. This not only affects the development of a skilled workforce in the region, but can also result in the region's younger generation leaving North West Queensland to seek higher education opportunities elsewhere– resulting in a likelihood that individuals will not return to North West Queensland.

3. Country University Centres (CUCs) is a network of regional study centres that support students undertaking higher education study regionally.

4. Any student enrolled in an Australian university or other registered higher education provider is eligible to register and use a CUC centre, regardless of their course or university.

5. To date there are 28 CUCs across Queensland, New South Wales, Tasmania, Victoria and Norfolk Island – including centres in Mount Isa and Hughenden.

6. In 2023, the Federal Government provided $66.9 million to double the number of Regional University Study Hubs across Australia, which will see the total number of CUCs in Australia increase to at least 38.

7. Funding is provided through the Department of Education and provided through annual 'cohorts'.

8. On 25 Marh 2024, the Remote Area Planning and Development Board (the RAPAD) was advised that they were successful in their Cohort 4 application.

9. In their application, RAPAD utilised a 'Hub and Spoke' model, which proposed to utilise existing infrastructure to open CUCs in Longreach, Barcaldine, Blackall, Winton, Boulia, Bedourie, Birdsville and Jundah.

10. A copy of RAPAD's application is **available here**.

11. Based on feedback by NWQROC members, there appears to be interest from NWQROC members in adopting a similar approach to RAPAD's hub and spoke model for North West Queensland.

RELATED BACKGROUND DOCUMENTS:

- N/A.

MEMBER CONSIDERATIONS:

- Due to the potential of reduced demand across the region for university level courses, consideration should be made to extending course offerings to machinery certificates, agricultural short courses, etc.
- Due to resourcing demand, consideration will need to be given to how Regional Coordinators would be engaged to support a North West Queensland CUC model – which may include the utilisation of the NWQROC to provide this role.

DISCUSSION:

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ACTION/S:

-

3.4 SUNSETTING OF THE 'GET READY NORTH WEST

PURPOSE:

- To discuss interest across NWQROC to continue the operation of the 'Get Ready North West Queensland' app.

NWQROC STRATEGIC PLAN 2024-2029 ALIGNMENT:

- N/A

BACKGROUND:

1. In 2019/2020, the NWQROC received funding from the Queensland Reconstruction Authority's (QRA's) 'Get Ready Queensland' program to develop a 'Get Ready North West Queensland' website and app.

2. The website and app provide links to NWQROC member disaster management web pages, along with links to other resources (i.e. ABC radio channels).

3. To the NWQROC's knowledge, no other provider or service references the 'Get Ready North West Queensland' website and app, with QRA now hosting their own 'Get Ready Queensland' website, and each NWQROC now having mature Disaster Dashboards which provides more relevant and timely information during a disaster event.

4. Hosting of the website and app costs NWQROC annually $330 and $3,000 respectively, with the NWQROC's communications resource now unable to support both platforms.

RELATED BACKGROUND DOCUMENTS:

- N/A.

MEMBER CONSIDERATIONS:

- Does your local government utilise the 'Get Ready North West Queensland' website and app?

DISCUSSION:

-

ACTION/S:

-

MOVED:	**SECONDED:**

RESOLUTION:

6. NWQROC resolves to sunset the 'Get Ready North West Queensland' website and app over the remaining subscription timeframe.

3.5 REPORTABLE CONDUCT SCHEME – REGIONAL PROCUREMENT

PURPOSE:

- To discuss the opportunity of regionally procuring the services of a third-party to review and amend NWQROC members' policies to comply with the Reportable Conduct Scheme.

NWQROC STRATEGIC PLAN 2024-2029 ALIGNMENT:

- Improving services to support attraction and retention of skilled workers and their families (such as transport, childcare, health, education, government administrative services).

BACKGROUND:

1. The *Child Safe Organisations Act 2024* (Qld) introduces a system to protect children from harm in organisational settings.

2. The system comprises Child Safe Standards, which aim to create environments that prioritise the safety and wellbeing of children, and a Reportable Conduct Scheme, which enables an appropriate response if harm or misconduct occurs.

3. Both the Child Safe Standards and the Reportable Conduct Scheme are applicable to any organisation working with children or providing spaces specifically for them.

Child Safe Standards

4. The Child Safe Standards requires organisations to implement 10 standards, as well as provide consideration against a Universal Principle. These are:
    a. Standard 1 – Leadership and culture
    b. Standard 2 – Voice of children
    c. Standard 3 – Family and community
    d. Standard 4 – Equity and diversity
    e. Standard 5 – People
    f. Standard 6 – Complaints management
    g. Standard 7 – Knowledge and skills
    h. Standard 8 – Physical and online environments
    i. Standard 9 – Continuous improvement
    j. Standard 10 – Policies and procedures
    k. Universal Principle – Cultural safety.

5. Local government compliance with the Child Safe Standards was due 1 October 2025.

Reportable Conduct Scheme

6. The Reportable Conduct Scheme requires organisations to report and investigate allegations or convictions of child abuse or child-related misconduct (reportable conduct) made about their workers and volunteers.

7. Reportable conduct includes:
    a. a child sexual offence

b. sexual misconduct committed in relation to, or in the presence of a child
c. ill-treatment of a child
d. significant neglect of a child
e. physical violence committed in relation to, or in the presence of a child, or
f. behaviour that causes significant emotional or psychological harm to a child.

8. Organisations must have systems in place to:
    a. prevent reportable conduct by workers
    b. enable anyone to notify the head of the organisation about a concern or allegation of reportable conduct
    c. report concerns about the head of the organisation directly to us
    d. investigate and respond to concerns or allegations of reportable conduct.

9. The Reportable Conduct Scheme comes into effect from 1 July 2026 for all sectors.

RELATED BACKGROUND DOCUMENTS:

- N/A.

MEMBER CONSIDERATIONS:

- Has your local government updated their policies to reflect the *Child Safe Organisations Act 2024* – specifically the incorporation of Child Safe Standards and Reportable Conduct Scheme into existing standards?

DISCUSSION:

-

ACTION/S:

-

3.6 FNQROC – REGIONAL AND REMOTE – SPECIAL ECONOMIC ZONE

PURPOSE:

- To discuss a proposal sent by FNQROC on supporting a Regional and Remote – Special Economic Zone.

NWQROC STRATEGIC PLAN 2024-2029 ALIGNMENT:

- Improving services to support attraction and retention of skilled workers and their families (such as transport, childcare, health, education, government administrative services).

BACKGROUND:

1. On 30 October 2025, the NWQROC received correspondence from Cr. Angela Toppin, Chair of Far North Queensland Regional Organisation of Councils (FNQROC) seeking feedback on a proposed FNQROC initiative – Regional and Remote – Special Economic Zone (R&R SEZ).

2. The proposed R&R SEZ has the purpose of attracting and retaining population across regional Australia, strengthen liveability, and drive sustainable economic growth through a comprehensive package of financial, professional, lifestyle and infrastructure incentives.

3. The FNQROC initiative includes a number of proposed incentive themes, with a subset of examples for each incentive. A summary is provided in **Table 2**.

Family-Centered Incentives	
Relocation	Relocation + retention bundle (for households), e.g. $8–12k relocation grant.
Childcare subsidy	An extra 15–25% gap subsidy for approved services for first 24 months in R&R SEZ post codes.
Isolated Children Allowance	Provision of Isolated child allowance, regardless of low socio-economic classification.
Refundable tax offset	Capped at $1,500 per child per annum for approved educational costs.
Travel	Travel and accommodation support for remote boarding if it is required.
Vehicle	Car registration discount.
Personal tax	Personal tax incentive, e.g. increased remote area offset/allowance.
Professional Attraction and Retention	
HECS-HELP	write-off of 10% of HECS-HELP debt per year of service in priority roles (health, teaching, engineering, planning etc).
Salary loading	Regional salary loading guidance for state and federal funded roles.
Zone Tax Rebate/offset	Zone Tax Rebate/offset Redesign could be replaced with a Zone Living Allowance Rebate. Could be $5,000+ per adult, $2,500+ per child, tailored specially for R&R SEZ areas.
Residential taxes/utilities	Offset/rebate for rent, mortgage interest or housing costs in approved R&R SEZ postcodes with an annual cap (e.g. $7,500).

Fringe Benefits Tax	Partial FBT exemption on employer-provided relocation assistance, housing allowances, flights, vehicles, childcare, and flights for R&R SEZ employees. Could be capped at $25,000 per employee per year.
Cost-of-living Relief	
Air travel	Airfare fair-go: capped resident fares on designated regional air routes.
Development charges relief	Targeted headworks rebates for workforce housing and childcare built by employers/consortia.
Housing and Liveability	
Transfer duty	Transfer duty concession for home buyers and build to-rent projects delivering key-worker housing in R&R SEZ postcodes. Given the high build and logistics costs in very remote regions, full exemption given on transfer duty up to $600K, with scaled concession beyond $600K up to $800K (based on incremental brackets).
Insurance	Reduction/elimination of Stamp Duty on insurance.
Arts and Culture	Incentives for cultural, arts and live music/festivals to extend their tours into R&R SEZ postcodes.
Workforce Pipelines (school → TAFE/university → job → upskill)	
Placement contracts	Guaranteed placement contracts with TAFE/university & employers: final-year placements convert to job offers (with appropriate requirements met), with a retention bonus after 12 months in the role.
VET and apprenticeships	School tech & trades stream: expand VET in schools; paid pre-apprenticeship summer programs.
Workforce	
DAMA	Expand the existing DAMA program to include incentives to move to R&R SEZ postcodes.
Qualifications	Harmonise international qualifications/skills across the nation and provide more streamlined transfer of accreditation across a range of fields, including engineering, medical and allied health.
Industry Incentives	
Lending	Banks underwritten by Federal Government (i.e. NAIF) so banks may be more prepared to loan to local residents to build/buy a house/business (i.e. lower risk profile of banks so they don't require 70% deposit before approving a loan).
Regulatory Approvals	Streamlined housing development approvals.
Manufacturing	
Payroll Tax	
Transport and Logistics	
Research and Development	R&D tax offset to stimulate rural innovation.
Depreciation	Accelerated depreciation of capital.
Exports	Subsidy for exports through remote ports/hubs.

Table 2: Summary of initiatives included in the FNQROC R&R SEZ

4. The proposed geographic area for the proposed FNQROC R&R SEZ includes the Inner Regional, Outer Regional, Remote and Very Remote areas as defined in the Australian Statistical

Geographic Standard Remoteness Structure - Areas Classifications . These areas cover approximately 98 percent of Australia.

5. In 2025, the NWQROC have discussed the opportunities that a Special Economic Zone could provide to the North West Queensland Minerals Province, with the following action tabled at the 7-8 May 2025 NWQROC General Meeting:

   Item 3.2 – Action 2) RDA – Townsville and North West be approached to consider an investigation into the advantages and disadvantages of creating a Special Economic Zone for the North West Minerals Province.

RELATED BACKGROUND DOCUMENTS:

- Special Economic Zone Discussion Paper – Presented at 2-3 April 2025 NWQROC General Meeting.

MEMBER CONSIDERATIONS:

- If a Special Economic Zone is to be investigated for the NWQROC, should a dedicated resource be appointed for a short-term contract to develop the appropriate advocacy documents?
- Should the FNQROC R&R SEZ be supported by the NWQROC – noting that the proposed geographic area of the proposal covers the majority of Australia, and as such, dilutes the attraction of North West Queensland?

DISCUSSION:

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ACTION/S:

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3.7 REGULATORY IMPACT ANALYSIS TO REDUCE THE OPEN ROAD DEFAULT SPEED LIMIT

PURPOSE:

- To provide the NWQROC with an overview of the Consultation Regulatory Impact Analysis to reduce the default speed limit outside of built-up areas.

NWQROC STRATEGIC PLAN 2024-2029 ALIGNMENT:

- Improving services to support attraction and retention of skilled workers and their families (such as transport, childcare, health, education, government administrative services).
- Supporting the growth of our primary industries.

BACKGROUND:

1. The Department of Infrastructure, Transport, Regional Development, Communications, Sports and Arts currently have a Consultation Regulatory Impact Analysis (CRIA) open on reducing the open road default speed limit available here.

2. The CRIA is in response to the National Road Safety Action Plan 2023-25, to which all governments agreed that the Federal Government would release the CRIA with the intent of reducing the number of fatalities on Australia's road network.

3. The CRIA proposes to reduce the current 100km/hr default speed limit outside of built up areas, aiming to reduce the level of road trauma occurring on regional and remote roads.

4. Default speed reform options of the CRIA include:
    a. Sealed Roads
        i. Option 1 - 90 km/hr
        ii. Option 2 - 80km/hr
        iii. Option 3 - 70 km/hr
    b. Unsealed Roads
        i. Option 1 - 80km/hr
        ii. Option 2 - 70 km/hr

5. The Local Government Association of Queensland and the Western Queensland Alliance of Councils are preparing applicable responses to the CRIA.

6. Noting the impact that these changes would have across North West Queensland, the NWQROC proposes to similarly provide a response to the CRIA.

7. Public submissions to the CRIA close on Monday, 10 November 2025.

RELATED BACKGROUND DOCUMENTS:

- N/A.

MEMBER CONSIDERATIONS:

- What impacts would the proposed CRIA have on you local government area?

DISCUSSION:

-

ACTION/S:

-

3.8 NWQROC SERVICES REVIEW – PROGRESS UPDATE

PURPOSE:

- To provide the NWQROC with an update on the NWQROC Services Review.

NWQROC STRATEGIC PLAN 2024-2029 ALIGNMENT:

- Improving services to support attraction and retention of skilled workers and their families (such as transport, childcare, health, education, government administrative services).

BACKGROUND:

1. The NWQROC requested the NWQROC Executive Officer to undertake a review into potential services that the organisation can provide to NWQROC members, with the intention of building the financial sustainability of the NWQROC, as well as building internal capacity of the NWQROC to support members outside of advocacy.

2. In September/October 2025, the NWQROC Executive Officer commenced consultation with NWQROC members to identify external services that are:
    a. Regularly engaged to deliver functions required for the councils to fulfill legislative and broader community functions
    b. Desired to be engaged to fulfill legislative and broader community functions.

3. In follow up to this initial consultation, the NWQROC Executive Officer sent a survey to all NWQROC member Chief Executive Officers to collate further information to support the services review. To date, two responses have been received by NWQROC member councils.

4. Through the initial stage of consultation, NWQROC members have identified the following external service provisions that are either engaged, or desired to be engaged, to fulfill legislative and broader community functions:
    a. Environmental health officer services
    b. Surveying services
    c. IT support services
    d. Town planning services
    e. Building and plumbing inspector services
    f. Tag and testing services
    g. Landfill management services
    h. Child care centre management services
    i. Project management services
    j. Legal services
    k. Governance services.

5. The NWQROC Executive Officer will continue to engage with NWQROC members to refine services that may be offered by the NWQROC to its members.

Current and future NWQROC services provision

6. Over the past 12 months, the NWQROC has received several funding commitments that allow the NWQROC to engage 'Coordinators' to deliver a number of specific outcomes across each member councils (**Table 2**).

POSITION	ANNUAL (EXCL. GST)	EN'MENT LENGTH	ON-COSTS	FUNDING PROVIDER	SERVICES PROVIDED BY	SERVICES
Regional Waste Coordinator	$177,508.50	30 June 2027	Ineligible.	Department of Environment, Tourism, Science and Innovation	GBA Consulting Engineers	Delivery of the North West Queensland Regional Waste Management Plan
Regional Drought Resilience Coordinator	$150,000	30 June 2029	Eligible	Future Drought Fund and Department of Primary Industries	NWQROC	Delivery of the North West Queensland Regional Drought Resilience Plan
Regional Waste Education and Behaviour Change Coordinator[8]	$112,500	30 June 2028	Ineligible	Department of Environment, Tourism, Science and Innovation	NWQROC	Delivery of regional waste education – and potential of providing broader environmental health functions.

Table 2: NWQROC current funding commitments that allow for the engagement of a Coordinator

7. In addition to the above, the NWQROC also receives support from two State Government services that enhance regional coordination for water and road functions. These are listed in **Table 3**.

8. Listed services undergo an annual renewal, with Regional Organisation of Councils eligible for hosting the coordinating functions.

[8] Funding currently available to engage a Regional Waste Education and Behaviour Change Coordinator. A decision to engage the Coordinator to be discussed at the 7 November 2025 NWQROC General Meeting.

POSITION	ANNUAL (EXCL. GST)	FUNDING COMMITMENT	ON-COSTS	FUNDING PROVIDER	SERVICES PROVIDED BY
QWRAP Coordinator	$35,000	Annual	Eligible	Department of Local Government, Water and Volunteers	Services currently provided by GBA Consulting Engineers
Regional Road and Transport Group Coordinator	$50,000 - $75,000	Annual	Eligible	Department of Transport and Main Roads	Services currently provided by GWR Civil Engineering Management

Table 3: Coordinators engaged by the State Government to support regional coordination.

Initial NWQROC scenarios

9. Based on current organisational and operational on-costs of the NWQROC, any staffing functions hosted by the NWQROC would require a 25% on-cost provision. These costs are provided in **Table 4.**

EXPENSE TYPE	INDICATIVE COSTINGS	
WorkCover Insurance	$416.67	month
Public liability insurance	$208.33	month
Professional indemnity insurance	$100.00	month
Laptop	$27.78	month
Phone allowance	$50.00	month
IT, Web, Domain and Data	$291.67	month
Annual reporting	$333.33	month
Uniform allowance	$20.00	month
Travel expenses	$1,000.00	month
EO Supervision	$1,000.00	month
	$41,373.33	**annum**

Table 4: Current indicative NWQROC on-costs for the engagement of a Coordinator.

10. Furthermore, and based on currently advertised local government positions in Eastern Queensland, the following provisions would need to be considered as a minimum for the attraction of staffing to the NWQROC.
    a. Salary provision of a minimum of $115,000 for a full time equivalent position (exc. Superannuation)
    b. Engaged as a NWQROC staff member – noting security provided by being an employee over being self employed.
    c. 5 weeks annual leave.

11. Based on the above provisions, the following indicative cost sharing arrangements provided in **Table 5** would apply for a hypothetical 'Coordinator'.

PARTICIPATING COUNCIL/S	FUNDING REQUIRED PER COUNCIL	SERVICE DAYS/PER COUNCIL	NWQROC ANNUAL PROFIT BASED ON ONE COORDINATOR (NOT INCLUDING CURRENT ORGANISATIONAL ON-COSTS COVERED BY MEMBERSHIP FEES (APPROX. $10,000))
1	$182,000.00	235	$826.67
2	$91,000.00	117.7	
3	$60,666.67	78.33	
4	$45,500.00	58.75	
5	$36,400.00	47	
6	$30,333.33	39.16	
7	$26,000.00	33.57	
8	$22,750.00	29.375	
9	$20,222.22	26.11	
10	$18,200.00	23.5	
11	$16,545.45	21.36	
12	$15,166.67	19.58	

Table 5: Indicative cost sharing provisions for a NWQROC Regional Coordinator.

12. Noting that a number of on-costs are set and do not change as the number of staff increase, the potential NWQROC profits for engagement of additional staff increases – **Table 6.**

NUMBER OF COORDINATORS	INDICATIVE NWQROC ANNUAL PROFIT (NOT INCLUDING CURRENT ORGANISATIONAL ON-COSTS COVERED BY MEMBERSHIP FEES (APPROX. $10,000))
1	$826.67
2	$7.853.33
3	$14,880

Table 6: Indicative profit margin for each addition NWQROC Coordinator engaged.

RELATED BACKGROUND DOCUMENTS:

- N/A

MEMBER CONSIDERATIONS:

- N/A

DISCUSSION:

-

ACTION/S:

-

4.0 MEETING CLOSE

The next NWQROC General Meeting is to be held at Hughenden on 3-4 December 2025.

Accommodation for the General Meeting is blocked booked at:

- Royal Hotel
- Western Hotel
- Rest Easi Motel
- Carvan Park
- Workers Camp

The booking code to book reserved rooms is 'NWQROC 25 or 'ROC 25' and/or 'Booking under Flinders Shire Council'.

The 7 November 2025 NWQROC General Meeting was closed at _____.

Attachment: DDMG Meeting Minutes

Cairns District
Disaster Management Group

Cairns
District Disaster Management Group Meeting

Tuesday 11 November 2025
1pm start

AGENDA

1. **Chair welcome**
2. **BoM briefing: The month ahead synoptically.**
3. **Presentation from Dr David Henderson – JCU Cyclone Testing Station Queensland.**
4. **General Discussion**
5. **Meeting closed**

Meeting protocol: Please ensure you are muted, and camera is turned off.

Presiding Chair for meeting:
A/Chief Supt Monique Ralph
DDC.Cairns@police.qld.gov.au

Microsoft Teams

4.2.2.a – Agenda Reports

Title:	2026 Council Meeting Dates
Author:	Chief Executive Officer
Meeting Date:	25 November 2025

Resolution: That Council approve dates for the 2026 Council Meetings.

Summary

Tuesday 27 January 2026	10.00am – 1.00pm
Tuesday 24 February 2026	10.00am – 1.00pm
Tuesday 24 March 2026	10.00am – 1.00pm
Tuesday 28 April 2026	10.00am – 1.00pm
Tuesday 26 May 2026	10.00am – 1.00pm
Tuesday 23 June 2026	10.00am – 1.00pm
Tuesday 28 July 2026	10.00am – 1.00pm
Tuesday 25 August 2026	10.00am – 1.00pm
Tuesday 22 September 2026	10.00am – 1.00pm
Tuesday 27 October 2026	10.00am – 1.00pm
Tuesday 24 November 2026	10.00am – 1.00pm
Tuesday 15 December 2026	10.00am – 1.00pm

Resolution: That Council approve dates for the 2026 Council Meetings.

4.2.2.b – Agenda Report

Title:	Kowanyama Sport and Recreation Strategy 2025-2035
Author:	Chief Executive Officer
Meeting Date:	25 November 2025

Resolution: That Council resolves to endorse the Kowanyama Sport and Recreation Strategy 2025-2035 as presented.

Summary

The Kowanyama Sport and Recreation Strategy (**attached**)outlines Kowanyama Aboriginal Shire's community's ideas and goals for making sport and recreation stronger. It includes the places we want to build or improve, the activities we want to run and how we can support local people to lead the way in bringing families together, showing care for one another and growing pride in our culture. It brings together what Council has heard from local families, young people, Elders and service providers. Some things in this plan already have funding and others are goals we will work on over time.

This plan was made by CPR Group for Council with support from Health and Wellbeing Queensland through the Discrete Communities Planning Program.

Resolution: That Council resolves to endorse the Kowanyama Sport and Recreation Strategy 2025-2035 as presented.

Attachment: Kowanyama Sport and Recreation Strategy 2025-2035

KOWANYAMA
ABORIGINAL SHIRE COUNCIL
Place of many waters

KOWANYAMA SPORT AND RECREATION STRATEGY

2025-2035

Prepared for Kowanyama Aboriginal Shire Council 2025

CPRGROUP
connelly project resources

Contents

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10	What we're going to do	
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		Facilities
14	How We'll Keep the Plan on Track	
15	End Notes	

DRAFT

CPRGROUP
connelly project resources

Planning | Governance | Advisory

This project was proudly completed by CPR Group
www.cprgroup.com.au

KOWANYAMA
ABORIGINAL SHIRE COUNCIL
Place of many waters

This plan was made by CPR Group for Council with support from Health and Wellbeing Queensland through the Discrete Communities Planning Program.



What this plan is about

The **Kowanyama Sport and Recreation Strategy** presents our community's ideas and goals for making sport and recreation stronger in Kowanyama. It includes the places we want to build or improve, the activities we want to run and how we can support local people to lead the way in bringing families together, showing care for one another and growing pride in our culture.

It brings together what Council has heard from local families, young people, Elders and service providers. Some things in this plan already have funding and others are goals we will work on over time.

This plan is for everyone in Kowanyama- young people and Elders, women and men, workers and leaders. It's about creating a healthier and more active community.



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Why we need this plan

In Kowanyama, sport and recreation are part of who we are. Playing traditional games, participating in popular sports like basketball and footy, dancing, fishing, and coming together for events, are all ways we stay strong in culture, family and spirit.

Kowanyama already has some activities and places for sport and recreation, but sometimes things don't go to plan, or not everyone can easily join in. Some facilities need fixing. Some groups miss out. When the weather is wet or the sun is hot, it can be hard to play.

Kowanyama also faces some big challenges. Sly grog and drugs cause problems for our community. Technology can create stress for our young people. Some kids feel bored after school. Services are limited, especially for people living with disability. Our town is very remote. Roads flood in the wet season. Many people don't have cars. Some families face sorry business, illness or unrest.

When we make sport and recreation better, we also make culture stronger. We give people more chances to connect, belong, be active and healthy and feel proud. This plan is needed to guide us in:

- Improving our sport and recreation facilities
- Starting up new sport and recreation programs
- Helping more people learn, work and lead through sport and recreation

This plan helps Council and the community work together toward a stronger, healthier future - one that supports our young people, respects our Elders and celebrates our culture.



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Kowanyama snapshot: key demographic and health indicators

Kowanyama is a remote Aboriginal community in Far North Queensland. Life here is shaped by the local rivers, a strong culture and the challenges of living remote.

Population and demographics[1]

Total population	Approximately 1,079 residents as per the 2021 Census
Indigenous Representation	86.8% identify as Aboriginal and/or Torres Strait Islander
Median Age	29 years, indicating a youthful population
Youthful Demographic	Over 40% of the population is under 25 years old, compared to less than 35% in Queensland overall
Accessibility / Remoteness Index of Australia (ARIA)	Very remote[2]
Index of Household Advantage and Disadvantage (IHAD)	85.5% of households in Kowanyama are classified in the most disadvantaged quartile (Quartile 1)
Socio-Economic Indexes for Areas (SEIFA)	Among the most disadvantaged Local Government Areas (LGAs) in Australia in the lowest decile (Decile 1)[3]
Index of Relative Socio-economic Advantage and Disadvantage (IRSAD)	In the bottom 10% of areas nationwide in terms of socio-economic conditions[4]

Health and wellbeing

Chronic Disease	Aboriginal and Torres Strait Islander peoples experience higher rates of chronic illness. Nearly 1 in 3 report a long-term respiratory condition[5]
Mental Health	In 2018-19, an estimated 24% of First Nations people reported having a diagnosed mental health or behavioural condition, not accounting for others with significant mental health issues not in the system[6]
Housing and Overcrowding	Cultural practices, such as leaving a house unused for 12 months following a death, contribute to overcrowding, with instances of up to 15 people living in a single house[7]

Education and employment[8]

Educational Attainment	A significant portion of the population has not completed Year 12, with only 10.9% having done so, compared to 15.5% in Queensland
Employment	The unemployment rate is notably high at 40.6%, compared to 5.4% across Queensland

Community safety and social challenges

Substance Use	Even though Kowanyama has alcohol restrictions, alcohol and drugs still cause harm[9]. Council's Community Safety Plan says alcohol- and drug-related harm remains a priority[10].
Transportation and Accessibility	Access to essential services and recreation in Kowanyama is often limited because wet-season flooding cuts all roads into and out of the community for about four to five months each year[11] and private vehicle ownership is low (0.8 vehicles per dwelling)[12]



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What's already happening in Kowanyama

Kowanyama has a strong base of local sport and recreation activities led by Council, Kowanyama Sport and Recreation Association, the school and other partners. These programs help bring people together, keep kids active and healthy and support strong culture and community pride.

Regular community activities

Here are the organised things people can do in Kowanyama:

- Swimming pool and splash park activities on weekday afternoons and on weekends
- Structured sporting programs at the Multi Purpose Centre on weeknights
  - This includes sports like basketball, indoor soccer and touch footy
- Junior discos at the Multi Purpose Centre on Friday and Saturday nights
- Men's and women's programs targeted at providing support and guidance for local adults
- Capacity-building programs in the Indigenous Knowledge Centre

Annual events

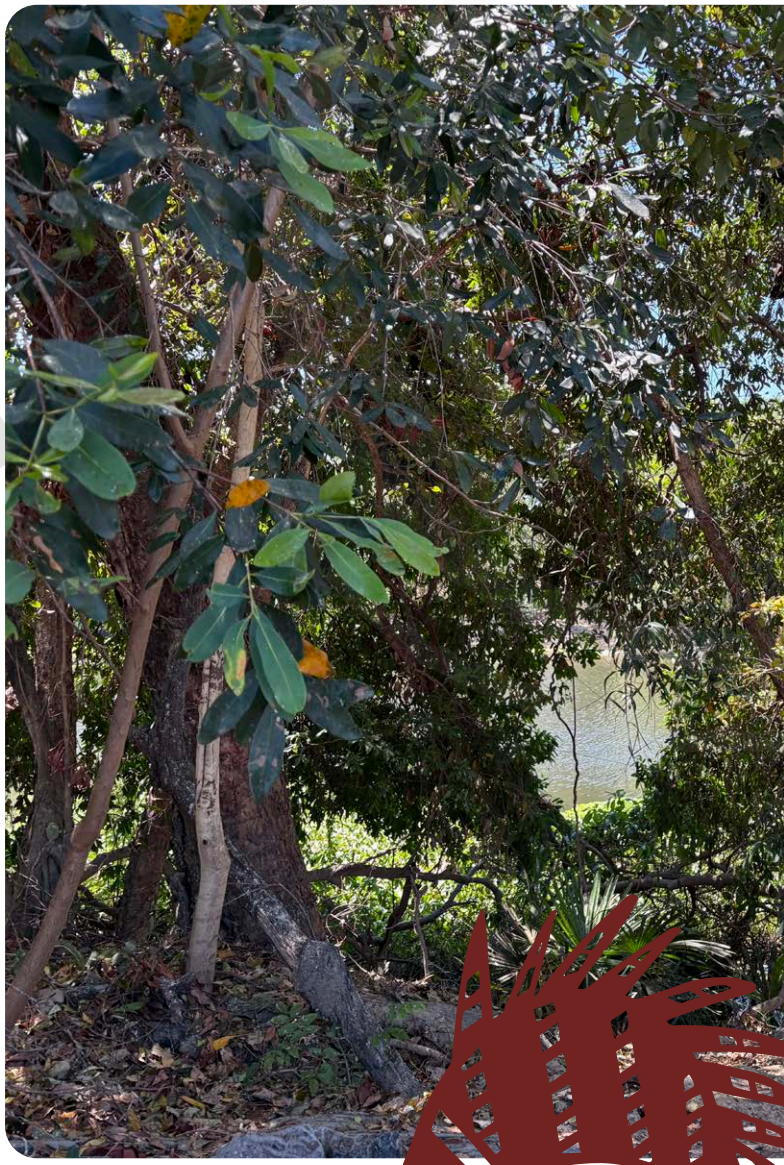
Every year, the community comes together for two big events:

- Rodeo
  - A weekend event run by the Kowanyama Sport and Recreation Association in August each year at the rodeo grounds on school land
- Fishing competition
  - Two events in one, with both a local fishing competition for locals fishing from the shore and the Barra Bash for people who come to town and fish from their boats. Run by the Kowanyama Sport and Recreation Association in September each year

Partner programs

Kowanyama works with other groups to bring great programs to town, like:

- Deadly Choices game days featuring outreach sporting program delivery for locals
- Arthur Beetson Foundation Future Immortals Tour, featuring community engagement, coaching clinics, traditional dancing, community BBQ, touch footy and a game day event featuring past rugby league greats and local players
- School sporting programs, including travel to footy competitions in places like Mareeba and Normanton and occasional AFL programs in partnership with AFL Cape York



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What facilities we have now

Kowanyama has many places where people play sport, meet up, cool down or just have fun. Some of these are used often and some need a bit of love. Together, they make up the sport and recreation spaces in our community.



Multi Purpose Centre

This is our indoor sporting facility, which includes a full-size indoor court, a stage where we have our discos, toilets, change rooms, a large kitchen, office space, a gym and an Indigenous Knowledge Centre.



May Smiler Oval

This is our full-size rugby league field. It has goal posts, change rooms and toilets, a canteen, spectator grandstands, a scorer's box and irrigation.



Kowanyama Swimming Pool

The swimming pool and splash park have shade sails for sun protection, seating areas, change rooms, toilets and storage.



Outdoor Multi Purpose Court

This concrete full-size outdoor court is well-used and will soon have backboards and basketball hoops.



Skate Park

Our skate park is getting old and the steel ramps need to be removed for safety. We plan to replace the skatepark with pickleball courts.



Junior Bike Track

A junior bike track is located north of the swimming pool, providing a place for young kids to ride their bikes and scooters.



Rodeo Grounds

The rodeo grounds host our annual rodeo and include the arena, commentary box, chutes, yards, camp kitchen, shelters, camping areas, change rooms and toilets.



Covered School Multi Purpose Court

The school has a full-size covered playing court with backboards, hoops and grandstand seating.

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Playgrounds

There are children's playgrounds near the swimming pool and within the Multi Purpose Court precinct.





Footpaths

There are limited footpaths in Kowanyama. Footpaths are currently located along the southern end of Chapman Road and along Thartj Manengk Street.



Topsy Creek Recreation Area

This is a popular recreation area where our annual fishing competition is held. Facilities include an old boat ramp, a shelter with power and creekfront camping areas. It's important to the community, not just for fun, but because it allows people to catch fish to eat.



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Our Hopes for the Future

Every good plan starts with a vision — something to aim for and believe in. This part of the strategy shares what we hope for the future of Kowanyama. It's about making sport and recreation part of everyday life. These are our hopes, shaped by community voices and grounded in what matters most.

Vision

Kowanyama is a place where everyone works together and feels proud. Sport and fun help us bring families together, respect our Elders, and support our kids to grow up healthy and strong.

Objectives

- **Make safe, fun and welcoming places** for people to play, relax and come together
- **Make sure everyone can join in,** especially girls, young women, Elders and young adults
- **Keep our culture strong by supporting on-country activities** like horse riding, fishing and traditional games
- **Help our young people feel proud,** stay healthy and find pathways to good jobs and a strong future
- **Build skills and create jobs** for local people in sport, recreation and on country
- **Work together as a community,** Council, families, the school and other partners, to make good things happen
- **Walk forward as one community** with strong culture, strong families and a strong future



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What the community told us

CPR Group visited Kowanyama

and spent time sitting with local people, listening to what matters most and learning from the community. They didn't come with all the answers. They came to hear stories, ask questions and understand.

They spoke with Council staff and Councillors, the sport and recreation association, the school, Elders, young people, health workers, police, service providers and families.

They also **talked to organisations outside Kowanyama** who work with the community.

Here's what they heard:

Keeping culture strong

- **It's important to keep culture strong and carry on the work of the Elders.** People want to build on tradition and make things right in the community to stop our culture from being lost
- **People want more activities out on country.** Things like horse riding, fishing and hunting are important for culture. Many people liked the idea of proper horse yards
- **People feel proud when Kowanyama teams travel.** They want more chances for kids to play sport against other towns

Community wellbeing and safety

- **Sly grog and drugs are a big worry.** These things make people feel unsafe and stop them from wanting to go out and take part in activities
- **Sorry business and community troubles make things hard.** When these things happen, programs stop and it's tough for families to join in
- **Technology is a big distraction and a new worry.** The new community Wi-Fi and easier access to technology have led to some new challenges among young people

Fixing and building places

- **Important places in town need fixing up.** Fixing the rodeo grounds is really important. The skate park is old and unsafe and the playgrounds need work too. There is also a big idea to build a new AFL oval
- **Young people need a safe place to hang out, especially those aged 17-30.** There is a gap in activities for this group and people want a youth hub to give them a sense of purpose

More activities for everyone

- **Girls and young women feel like they are missing out.** They want more activities just for them, like netball, softball or girls' groups
- **Elders are also missing out on activities,** especially since the NDIS provider who took some local people fishing stopped coming

Working smarter

- **Things need to run when they're supposed to.** People get let down when programs are cancelled or staff don't show up
- **People want real jobs and career pathways for locals.** A big idea is to restart the Kowanyama Cattle Company to create long-term jobs. This is better than having outsiders come in for a short time and then leave
- **People want to work together better.** Council needs to guide outside groups to make sure they leave something good behind for the community

A call for action

- **Young people are tired of talk and want action.** They have shared their ideas before and get frustrated when nothing changes. They want to see things get fixed and new programs start



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The big picture

This plan is not just about sport and recreation in Kowanyama. It is also part of something bigger.

Many local, state and national plans are trying to help people live healthier, stronger and more connected lives. This Kowanyama plan helps to do that, in ways that are right for this community.

It supports Council's vision of being stewards of our land, culture and community, by helping to create a safer, healthier and more connected place for everyone. It also helps other big plans, like Closing the Gap, that aim to improve health, education and jobs for Aboriginal and Torres Strait Islander peoples.

By building strong local programs and better places to play, this plan makes it easier for kids to grow up healthy, for families to spend time together, and for the whole community to feel proud and strong.

This strategy connects to the big picture and shows how sport and recreation can help bring real change.

Local plans[13]

- **Kowanyama Aboriginal Shire Council Corporate Plan 2025–2030:** Sets Council's vision and priorities, focusing on improving community wellbeing through better housing, health, safety, jobs and culture, while caring for country and preparing for disasters
- **Kowanyama Aboriginal Shire Council Operational Plan 2025–2026:** Continues the delivery of core services while introducing a focus on developing key strategies like this Sport and Recreation Strategy, creating youth employment pathways and updating community safety and planning schemes

Regional and state plans

- **Queensland Sport Strategy 2025:** Aims to make sport accessible and inclusive for all Queenslanders, fostering active lifestyles and community engagement[14]
- **Activate! Queensland 2019–2029:** A 10-year strategy to encourage more Queenslanders to participate in physical activity, promoting health and wellbeing[15]
- **Health and Wellbeing Queensland Strategic Plan 2023–2027:** Focuses on reducing chronic disease and improving health equity through preventive measures and community partnerships[16]
- **Queensland Health Strategic Plan 2021–2025:** Provides a framework for delivering high-quality health services, with an emphasis on accessibility and community health outcomes[17]
- **Health Services Strategy 2032:** Outlines a long-term vision for transforming healthcare delivery in Queensland to better meet community needs[18]
- **Queensland Government's Commitment to Closing the Gap:** Aligns state efforts with national objectives to improve outcomes for Aboriginal and Torres Strait Islander peoples through culturally appropriate programs and services[19]

National plans

- **National Sport Strategy 2024–2034 (Sport Horizon):** Sets national priorities for sport, aiming to create healthy, active and connected communities through inclusive and sustainable sport systems[20]
- **National Agreement on Closing the Gap:** Commits to improving life outcomes for Aboriginal and Torres Strait Islander peoples across various domains, including health, education and employment[21]
- **National Obesity Strategy 2022–2032:** Aims to address the rising rates of obesity through coordinated actions that promote healthy eating and physical activity[22]



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What we're going to do

This plan sets out the **key things Kowanyama will focus on over the next ten years** to make our community stronger through sport and recreation.

These actions come from what the community told us is important. We've grouped them under programs and facilities, with clear steps for what will happen now, soon and in the future.

Each action is about helping people feel proud, stay active, connect with culture and grow together as a community. We won't be able to do everything right away, but will prioritise things based on what our community needs most each year.



Programs:

- Getting the basics right
- Creating more opportunities for everyone
- Building strong community events
- Helping local people lead
- Working together for a stronger future

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Programs

Getting the basics right

- Be reliable with our main programs, so people know they can count on sports at the Multi Purpose Centre, the pool opening hours and the junior discos
- Expand weekday afternoon sporting activities at the Multi Purpose Centre to also run on weekends
- Open the pool and splash park on Saturdays and Sundays
- Run special sport and fun programs for kids during school holidays
- Work with other local groups to give out healthy snacks and have BBQs for kids and families at the Multi Purpose Centre

Creating more opportunities for everyone

- Start more activities at the pool during the day. This could be:
  - Fitness classes
  - Water exercise (like aquarobics)
  - Classes for mums and babies
- Team up with the Police and other local groups. Together, we can start a weekly sports program for adults, like indoor soccer or basketball
- Start regular groups for boys and for girls. These groups can meet at the new youth hub
- Work with other towns in the Cape to have a big sports day each month
- Create more chances for our young people to travel and play sport for Kowanyama in other towns

Building strong community events

- Work with the Kowanyama Sport and Recreation Association to make the yearly rodeo and fishing competition bigger and better
  - Work with the Police to make sure everyone is safe at these events
- Create a place for young people to watch big sports games together. We could do this at the Multi Purpose Centre with a new projector and a big screen

Helping local people lead

- Team up with groups like Deadly Choices and others. They will help train local people with new skills. This means skills will stay in our community for the future
  - For example, we will teach people how to be a coach or a referee for different sports
- Help the big state sports groups to run their programs here in Kowanyama. This helps them meet their own goals for supporting Indigenous communities

Working together for a stronger future

- Start the Sport and Recreation Group meetings again. These meetings will bring Council, community groups and leaders together to decide what sports and activities we should have in town



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KOWANYAMA SPORT AND RECREATION STRATEGY

KOWANYAMA
ABORIGINAL SHIRE COUNCIL
Place of many waters



MAGNIFICENT CREEK
Build a boardwalk along Magnificent Creek with picnic shelters, BBQs and signs that tell local stories

HORSE YARD
Work with Traditional Owners to build a special place for horses at the end of Inarjarmb Road

LIGHTS
Install footpath lighting

WOMEN'S MEETING PLACE
Move Women's Group to Women's Meeting Place

NEW PARK
Build a new parkland, playground and picnic shelter

PLAYGROUND
Build a new playground and picnic shelter

FOOTPATH
Finish the footpath on Chapman Road so it goes all the way to Chellikee Street

POOL AND HALL PRECINCT
Fix up and improve the swimming pool and community hall precinct. Upgrade the outdoor playground

MPC
Put a new surface on the indoor court and install a games room at the Multi Purpose Centre. Upgrade the outdoor playground

SCHOOL FIELDS
Work with the school to make May Smiler Oval and the rodeo grounds better. Build a new junior AFL oval and junior soccer field

N

Making our main sports places better

- Fix up the swimming pool precinct, as part of our big plan for the site
- Work with the school to make May Smiler Oval and the rodeo grounds better
  - Build a new junior AFL footy field for kids on the east side of the rodeo grounds
  - Build a new soccer field for kids on the east side of the rugby league field
  - Work with the school to create an agreement to let the community and Council use the rodeo grounds and the new AFL footy field
  - Put a new surface on the indoor court at the Multi Purpose Centre

Creating new places for our community

- Move the Women's Group to the new Women's Meeting Place
- Make a youth hub. This will be a safe place for young people to hang out
  - The Community Hall could become the youth hub after the Women's Group moves
- Work with Traditional Owners to build a special place for horses at the end of Inarjarmb Road
  - This will help people learn skills with horses
  - It will be a safe place to start from when they go riding on country
- Build new playgrounds and places to have picnics:
  - At the park on the corner of Kunjun Street and Chapman Road
  - In the new housing area at the south end of Chapman Road
- Set up a games room in the Multi Purpose Centre. Young people can play computer games and other fun games there

Making our parks and on-Country areas better

- Upgrade the playgrounds at the swimming pool precinct and Multi Purpose Centre
- Install strong bins that are hard to break in our parks
- Make the Topsy boat ramp longer so it is easier for people to get their boats in and out of the water
- Make the road to Topsy better and include new signs to help people find their way

Making it easier and safer to get around

- Build more footpaths so people can walk safely around town. This includes:
  - Finishing the footpath on Chapman Road so it goes all the way to Chellikee Street
  - Building a boardwalk along Magnificent Creek with signs that tell local stories
  - Putting strong lights that are hard to break on some footpaths



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How We'll Keep the Plan on Track

This plan is for the next ten years. It's important that we don't just write the plan, but that we use it, check in on it and make sure it's working for Kowanyama.

Kowanyama Aboriginal Shire Council will lead this by including actions from the plan in its yearly operational plans. **Council will help keep things on track by:**

- Making sure programs and upgrades are happening as planned
- Talking to local people and partners to check how things are going
- Writing regular updates for Council about what's working, what's not and what might need to change
- The plan will be reviewed and updated in year three. This review will include talking with local people again to hear how they think things are going
- We'll know the plan is working if we see things like:
  - Programs and facilities are open and running reliably
  - More people of all ages are taking part
  - New and upgraded places are being used by the community
  - Local people are getting trained as coaches and referees and are leading sports programs
  - Our big community events are growing and bringing more people together
  - Our young people are proudly representing Kowanyama at sports days in other towns
  - It's safer and easier for people to walk around town and get to places

By keeping it simple, checking in regularly and listening to the community, we can make sure this plan leads to real and lasting change.



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End Notes

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KOWANYAMA
ABORIGINAL SHIRE COUNCIL
Place of many waters

CPRGROUP
connelly project resources

4.3.1.a - Governance Update

Title:	Governance Monthly Update
Author:	A/ Manager Governance
Meeting Date:	25 November 2025

Key Items

Audit and Risk Annual Update

The Audit and Risk committee met on 1 October to endorse the Mayor and CEO sign the Financial Statements for the year ending 30 June 2025 with the minutes attached for noting. There were two (2) actions requested by the Committee at this meeting;

1. **Provide risk management annual summary to Council**

   Throughout 2025, Council maintained a proactive approach to risk management, focusing on workplace safety, governance improvements, and continuous monitoring of strategic risks. Council has had a successful year with only one significant risk / incident recorded. Executive Management Team (EMT) continue to actively monitor and manage all strategic and operational risks.

   A proactive approach to our risk management framework ensures we are implementing controls to support continuous improvement and providing an overall stable risk environment.

   Trending "Top Five Risks" remain consistent, which are Safety (Workplace), Staff attraction & retention, Skills and competencies, Disaster Management & recovery and Funding.

2. **Request to Councillors seeking nominated proxy for ARC**

   The Audit and Risk Committee Charter **(attached)** is annually reviewed to ensure it remains reflective of the Committee's role, responsibilities, composition and operating guidelines in accordance with the *Act, Regulation and Standard.*

   The ARC Charter was submitted to the 1st October 2025 meeting for review and comment. Committee discussed potential change to section 5.1 Membership allowing for proxies to be permitted when a member is unavailable to attend a meeting. In accordance with section 5.1(m) of the Charter*" Members are appointed on the basis of personal qualities and skills and proxies are not permitted if the member is unable to attend meetings".*

   For Council consideration:

   - The Committee requests nominations of Councillors to undertake proxy duties when either internal members Mayor or Deputy are unavailable to attend a meeting.

Approved Contractor List

Council published an Expression of Interest (EOI) for Approved Contractor List; with a premise to target localised suppliers that are not on a Local Buy arrangement. An agenda report has been submitted for Council resolution.

Cultural Vault

We understand that AEA RNTBC has accepted the draft ILUA and we are awaiting executed copy for registration with the National Native Title Tribunal. This will then pave the way to go back to market for revised quotes, award and construction.

AEA MOU

MOU has been duly executed as between Council and AEA. Negotiations now progressing. Following Council's session at the May OM, management has written to AEA with respect to Council's position across all 6 projects and awaiting response.

Negotiations are progressing on the basis of instructions provided by Council at the May OM. Updates will be provided to Councillors as they unfold.

Carbon Farming

A report has been tabled at the November ordinary meeting around a proposal to transition to LRF carbon method.

Councillor Registers of Interest

Councillors are reminded of their duty to disclose any material changes to their personal circumstances via updated ROI. The Governance team is available to assist.

Attachment: ARC Meeting Minutes 2025.10.01

Kowanyama Aboriginal Shire Council
Audit & Risk Committee (A&RC) Meeting Minutes

Meeting Date:	Wednesday 1 October 2025
Meeting Time:	10:00am – 12:00pm
Location:	KASC Office Boardroom, 50 Scott Street, Cairns (with videoconference) KASC Chambers, Chapman Road, Kowanyama (with videoconference)

Attendees: Committee Members

Name	Position	Attendance
John Andrejic (JA)	Chairman	Y
Territa Dick (TD)	Mayor	Y
Teddy Bernard (TB)	Deputy Mayor	Y

Attendees: Observers and Guests

Name	Position	Attendance
Kevin Bell (KB)	Chief Executive Officer	Y
Joe Cristaldi (JC)	EM – Corporate & Financial Services	Y
Nicola Strutt (NS)	Manager Finance	Apology
Eve Jacks (EJ)	Altius Advisors	Y
Shona Cram (SC)	Grant Thornton	Via Teams
Renae Garbuio (RG)	Grant Thornton	Via Teams
Natalie Kolakowski (NK)	QAO	Via Teams
Sri Narasimhan (SN)	QAO	Apology
Danae Maltby (DM)	Governance Officer (minutes)	Y

Item	Details
1	**Welcome and apologies** Meeting opened at 10:07am Committee notes the apologies of: • Sri Narasimhan • Nicola Strutt
2	**Declaration of Conflict of Interest** • There are no Conflicts of Interest to declare at this meeting, 1st October 2025.
3	**Confirmation of minutes** The unconfirmed minutes were considered and reviewed **Resolution:** Committee accepted the minutes of the meeting held 18 June 2025
4	**Annual Work Plan** **Action:** 2026 AWP to be presented in February meeting.

5	**Action register** Action Register was reviewed and noted by Committee. Noting items closed by Committee: • Water performance • Insurances • ARC Minutes
6	**Agenda reports**
	6.a – QAO Briefing Note NK provided summary of the briefing note as a representative for the QAO. **Resolution:** The QAO Briefing Note received and noted by the Committee.
	6.b – Audit Closing Report SC presented the 2024 Closing Report. **Resolution:** Committee notes and accepts the closing reports **Resolution:** Committee endorse the sign off of Councils Financials by the Mayor and CEO. .
	6.c – IA Impairment of Roads Report – change agenda – 1. Item EJ presented the IA Impairment Roads Report. **Resolution:** Committee notes and accepts the IA Report.
	6.d – IA Asset Valuations Report EJ presented the IA Asset Valuation Report. **Resolution:** Committee notes and accepts the IA Report.
7	**Information Reports**
	7.a – Risk Management update DM presented the Risk Management Update. **Action:** DM to provide annual risk management summary in Governance Report to end of year Ordinary Meeting of Council. **Resolution:** Committee notes and accepts the Risk Management Update.
	7.b – ICT Projects Update JC presented the ICT Projects Update. **Resolution:** Committee notes and accepts the ICT Projects Update.
	7.c – Business Continuity Plans DM presented the Business Continuity Plan report. **Resolution:** Committee notes and accepts the Business Continuity Plan report.

	7.d – Committee review DM presented the Committee Review report. **Action:** DM to distribute the questionnaire offline via email to Committee including CEO. Consolidated scores will be presented in February meeting. **Resolution:** Committee notes and accepts the Committee Review report.
	7.e Charter Review DM presented the Charter Review report. **Action:** Request to Councillors seeking nominated proxy for ARC to be submitted in Governance Report at next available Ordinary Meeting of Council. **Resolution:** Committee notes and accepts the Charter Review Report.
	7.f Cattle Claim Report JC presented the Cattle Claim report. **Resolution:** Committee notes and accepts the Cattle Claim Report.
8	**General Business** • NIL
9	**Next meeting – TBC February 2026** **Meeting closed:** 10:57am

Attachment: ARC Risk Management Update – October

Title:	4.3.1.a.iii ARC Risk Report
Author:	Executive Manager Corporate and Financial Services
Meeting Date:	01 October 2025

Significant Risks:
There have been no significant risks reported for the period of June 2025 – October 2025.

Trending Risks:
Council's identified top five (5) risks as October 2025 are currently being monitored and managed by EMT.

- Proposed controls have commencement. Green (on track) and Amber (progressing).

<table>
<tr><th>Risk No</th><th>Risk Title</th><th>Causes</th><th>Consequence</th></tr>
<tr><td>RN01</td><td>Safety - Workplace</td><td>• Insufficient resources to identify and remediate hazards
• Hazardous work activities
• Exposure to chemicals, fuels and machinery
• Poorly planned and managed projects
• Severe weather impacts
• Unsafe work practices
• Lack of risk assessment strategies
• Inappropriate or ineffective workplace health and safety policies, procedures, PPE and training
• Non-compliance with training
• Inadequate response to incident and failure to identify and address high risks
• Untrained staff</td><td>• Injury
• Financial cost for compensation and / or fines and penalties
• Reputation
• Lack of compliance to standards Litigation
○ Increase in claims</td></tr>
<tr><td colspan="2">Existing treatment</td><td colspan="2">• Incident register / reporting to council
• WHS Policy
• Tailored Insurance</td></tr>
<tr><td colspan="2">Proposed controls</td><td colspan="2">New Proposed controls in development for WHS: Status: On track

Health and Safety Representatives (HSRs) and WHS Committee
• The concept of HSRs and a WHS Committee was introduced during the training, receiving encouraging interest from staff. HSR training options have been explored and are ready to proceed once the nomination and voting process is initiated—tentatively scheduled for October. Policies and procedures pertaining to WHS Committee and HSR's just approved
Safety Software Implementation – "Safety Champion"
• A new safety software solution, Safety Champion, has been procured to enhance incident reporting and safety management. Implementation is underway, with an estimated 3–4 month timeline for:
• Program development
• System testing
• Training for managers and users
Modules completed to date include:
• User data input (initial rollout to 25 managers and supervisors)
• Incident module</td></tr>
</table>

	• Action module/Hazards • Corporate risk register • HR integration to be actioned in coming days • HAZCHEM register currently being populated • Building of test workspaces – Building services and Parks and Gardens. All incidents from Jan 2024 onwards have been entered into SC. All new incidents received by WHS have been entered, and any actions stemming from incidents entered on actions register.

Risk No	Risk Title	Causes	Consequence
RN03	**Staff Attraction & Retention**	• Remoteness • Reputation • Salary / benefits package • Skill fluctuation in labour market • Limitation for succession planning • Cost of living in remote community • Training opportunities	• Unable to meet corporate governance, asset management etc requirements • Unable to complete and deliver on projects • Increase in consultants to fill vacant positions • Financial implications • Missed opportunities
Existing treatment		• Position descriptions, accurate and capturing role requirements • Targeted recruitment • Performance reviews and identification of training / development goals • Subsidised housing / provision of airfare / salary sacrificing (salary packages) • Case by case, flexible working, job skill sharing • Partnership with RISE Ventures	
Proposed controls		**No** **Status:** Progressing **Due to the limited HR internal resources, progress on the below controls remain on hold while recruitment for HR Officer is finalised.** Job sharing opportunities • Flexible / part time work • Parental leave • Employee recognition program • More Kowanyama people (contingent on suitable skill set and education, that could be advocated for) • Rotation through Cairns / Kowanyama locations for staff • Isolation leave • Improved Staff Housing Facilities in Community	

Risk No	Risk Title	Causes	Consequence
RN04	**Skills and Competencies**	• High turnover of skilled employees • Ageing workforce - loss of knowledge • Lack of training on specific products and needs • Lack of succession planning • Uncompetitive remuneration • Loss of experienced and qualified staff to mining • Lack of understanding of indigenous culture	• Failure to deliver on requirements • Inability to meet service needs • Ineffective planning • Missed opportunities • Community backlash • Financial implications
Existing treatment		• Training program developed in line with identified projects and skill requirements of staff • Training programs are delivered in conjunction with RISE to meet training attendance numbers • Annual Performance Appraisal • Position Descriptions	
Proposed controls		**Status:** Progressing **Proposed controls remain on an ongoing cycle and Identified annually through Performance reviews** • Performance reviews and identification of training / development goals • Skilling of staff identified in succession planning by manager • Source flexible training methods e.g. on-line delivery, when possible, to account for changes in staff availability due to cultural issues • See Risk No 3 for improvements to Staff Retention	

Risk No	Risk Title	Causes	Consequence
RN08	**Disaster Management & Recovery**	• Damage to Disaster Recovery Centre (IT infrastructure) • Major / prolonged loss of telecommunications caused by damage to fibre optic cabling • Lack of trained staff • Failure of planning • Severity and type of disaster	• Potential loss of life • Financial loss • Delay in community recovery • Loss of reputation • Lack of communication
Existing treatment		• Disaster Management Plan • Local Disaster Management Group / District Disaster Management Group / State • Coordination with local fire / SES / rangers • Annual training (provided by QFS) • Review of building stock in terms of suitability for local natural hazard conditions (in progress) • Evacuation / prioritisation plan • Early reporting / forecast weather trends / early warning (SMS and other comms) • Generators / backups / iterra Satellite • Insurance • Planning meetings prior to wet / cyclone seasons including provisions for adequate stock buffers • Bushfire Management Plan / fire breaks and clearing	
Proposed controls		**Status:** Progressing	

		Disaster Management controls continue to be monitored through the LDMG with changes updated accordingly in Council's LDGM Plan. (Current version published on Council's website). • Improved weather forecasting (in collaboration with BOM) • Business Continuity Plan • Specific training to be identified	
Risk No	**Risk Title**	**Causes**	**Consequence**
RN14	**Funding**	• Aggressive tendering by other contractors • Flow-on effects from economic downturn • Loss of Federal/State grants • Loss of contract work • Natural disaster (e.g. drought) • Failure of community to pay rates/fees and charges • Loss of major State Government and other contracts (e.g. NDRRA)	• Financial implications/loss • Reduction in service levels • Depletion of plant and equipment (assets) • Reduction in maintenance • Reputation for council
Existing treatment		• Open communication with Government • TCICA used as voice of councils • LGAQ support • Own source of revenue (Carbon and Cattle) • NONI Tree	
Proposed controls		**No new updates since July 2025** • Identify additional income streams • Further advocacy • Priority funding	**Status:** Progressing 

Risk No	Risk Title	Causes	Consequence
RN06	**Asset Management**	• Inadequate management (lack of knowledge) • Too reliant on contractors & availability • Lack of systems and processes • Lack of planning and maintenance • Major equipment failure (not fit for purpose) • Ageing infrastructure • Disaster event - cyclone, flood or fire • Failure of external provider (e.g. electricity) • Under performance of staff • Clarity of responsibility • Lack of funding	• Arts, Culture & Recreation (Heritage) • Penalty, fines • Adverse publicity • May have health impact on residents (poor water supply) • Financial loss (poor reporting, audit) • Political fallout • Environmental damage
Existing treatment		• Asset Management Framework and Policy (out of date) • Annual Asset Condition Assessments (ad hoc/ unscheduled) • Insurance/ Self-Insurance Reserve • Fleet and Facility Coordinator position employed	
Proposed controls		• Governance and Finance Team are working through updating the Asset Management Strategic Framework - currently WIP. • Adequate funding of asset renewals program • Identification of operating costs of assets • Formulation of maintenance programs to specific assets • Scheduled Asset condition assessments • Whole of life costing • Provision for capital reserve • Project assessment tool - long term forecast • Assessment management plans • Checklists / maintenance schedules • Targeted advocacy plan (funding) - Councillors	**Status:** Progressing

Risk No	Risk Title	Causes	Consequence
RN09	**Project Management and Delivery**	• Disasters putting strain on resources • Poor project management skills • Poor financial management (budget blowouts) • Changing priorities • Loss of funding • Volatile resource costs	• Loss of contracts • Financial loss • Litigation • Reputation loss • Community backlash • Create operational backlog
Existing treatment		• Actively recruiting Project Manager in Infrastructure Department • External Project management (consultants) • Dedicated resources • Contingency plans • Risk assessments • Management of expectations (regular meetings) • CAPEX reporting	
Proposed controls		Project Manager has been recruited in the Roads, Infrastructure and Essential Services department – with priority focus on driving project management internally and coordinating with external consultants on Council existing projects. **Status:** Progressing • Further adherence to Operational Plan and Project Prioritisation Assessment (links to assessment management controls) • Grants Officer • Development of Project Governance Tools / systems • Scheduled Asset condition assessments • Whole of life costing • Provision for capital reserve • Project assessment tool - long term forecast • Assessment management plans • Checklists / maintenance schedules • Targeted advocacy plan (funding) - Councillors	

Risk No	Risk Title	Causes	Consequence
RN21	**Climate change / impacts**	• Rising sea levels • Failure to adequately plan for impacts to community (people and assets)	• Inundation of council and community assets • Water supply and health of community • Population shift / migration within community and resultant consequences on council resources / service delivery. • Rising sea levels (isolation)
Existing treatment		No new updates since June 2025 meeting • TCICA priority • Government communication • Risk planning • Flood Study	
Proposed controls		• Updating projections	

Recommendation: That Council note the Risk report.

Attachment: ARC Charter

Kowanyama Aboriginal Shire Council

Audit and Risk Committee Charter

2023

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1. The Charter

1.1. This document is to be known as the Audit and Risk Committee (the "Committee") Charter.

1.2. The purpose of this Charter is to outline the role, responsibilities, composition and operating guidelines of the Committee in accordance with the *Act, Regulation and Standard.*

2. Definitions and Abbreviations

2.1. In this Charter, the following definitions and abbreviations are used:

Term	Meaning
Charter	means this Audit and Risk Committee Charter
Committee	means the Audit and Risk Committee
EMT	means the Executive Management Team of Council, comprising the Chief Executive Officer and all Executive Managers.
KASC	means Kowanyama Aboriginal Shire Council
The Act	means the Local Government Act 2009 (Qld)
The Standard	means the Financial and Performance Management Standard 2009 (Qld)
The Regulation	means the Local Government Regulation 2012 (Qld)

3. Authority and Independence

3.1. The Committee is established by Council resolution pursuant to section 105 of the Act.

3.2. The Committee is regulated by this Charter, which is consistent with the requirements set out in Chapter 5, Part 11, Subdivision 2 of the Regulation.

3.3. The Charter is adopted (and amended), only by Council resolution.

3.4. The Committee has no executive powers, unless delegated to it by the Council, pursuant to section 257(1)(c) of the Act and included in Council's Register of Delegations pursuant to section 305 of the Regulation.

3.5. The Committee is a Committee of Council and is directly responsible to the Council. In discharging its responsibilities, the Committee has the authority to:

a. Conduct or authorise investigations into matters within its scope of responsibility.
b. Access information, records and personnel of Council for such purpose.
c. Request the attendance of any employee, including executive staff, at Committee meetings.
d. Conduct meetings with Council internal and external auditors, as necessary.
e. Seek advice from external parties, asnecessary.

3.6. The role of the Committee is to provide independent assurance and assistance to Council on the risk, control and compliance frameworks as prescribed in the Act, Regulation and Standard.

3.7. The Committee does not replace or replicate established management responsibilities and delegations, the responsibilities of the EMT within Council, or the reporting lines and responsibilities of either internal audit or external audit functions.

3.8. The Committee will provide prompt and constructive reports on its findings directly to Council, particularly when issues are identified that could present a material risk or threat to Council.

4. Duties and Responsibilities

4.1. The Committee is directly responsible and accountable to the Council for the exercise of its duties and responsibilities. In carrying out its duties and responsibilities, the Committee must at all times recognise that primary responsibility for management of Council rests with the Council.

4.2. Pursuant to section 211 (1)(b) of the Regulation, the Committee's duties and responsibilities are as follows:

4.2.1. Financial Statements

a. Review the appropriateness of accounting policies adopted by the Council and ensure the accounting policies adopted are relevant to the Council and its specific circumstances.
b. Review the appropriateness of significant assumptions and critical judgements made by management, particularly around estimations which impact on reported amounts of assets, liabilities, income and expenses in the financial statements.
c. Review and endorse a draft of Council's financial statements for the preceding year before the statements are certified and given to the Auditor-General under section 212 of the Regulation, for compliance with prescribed accounting and other requirements.
d. Review, with management and the external auditors, the results of the external audit and any significant issues identified.
e. Exercise curiosity by questioning and seeking full and adequate explanations for any unusual transactions and their presentation in the financial statements.
f. Analyse the financial performance and financial position and seek explanation for significant trends or variations from budget or forecasts.
g. Ensure that assurance with respect to the accuracy and completeness of the financial statements is given by management.
h. Review the Auditor-General's audit report and Auditor-General's observation report about the Council's financial statements for the preceding financial year.

4.2.2. Risk Management

a. Review the risk management framework for identifying, monitoring and managing significant risks, including fraud.
b. Review Insurance coverage and adequacy.
c. Satisfy itself that insurance arrangements are appropriate for the risk management framework, where appropriate.
d. Participate in any Council Risk Register review.
e. Liaise with management to ensure there is a common understanding of the key risks to the Council. These risks will be clearly documented in a risk register which will be regularly reviewed to ensure it remains up-to-date.
f. Assess and contribute to the audit planning processes relating to the risks and threats to the Council.
g. Review effectiveness of Council's processes for identifying and escalating risks, particularly strategic risks.

4.2.3. Internal Control

a. Review, through the internal and external audit functions, the adequacy of the internal control structure and systems, including information technology security and control.
b. Review, through the internal and external audit functions, whether relevant policies and procedures are in place and up-to-date, including those for the management and exercise of delegations, and whether they are complied with.
c. Review, through the Executive Manager Corporate and Financial Services (or equivalent), whether the financial internal controls are operating efficiently, effectively and economically.

4.2.4. Performance Management

a. Review the Council's compliance with the performance management and reporting requirements of the *Financial Accountability Act 2009* (Qld), the Standard and the 'Annual Report Requirements for Queensland Government Agencies'.
b. Review whether performance management systems in place reflect the Council's role/purpose and objectives (as stated in its strategic plan).
c. Identify that the performance reporting and information uses appropriate benchmarks, targets and trend analysis.

4.2.5. Internal Audit

a. As per *Internal Audit Policy* of Council, the Committee shall:
   i. review the internal audit plan for the current financial year; and
   ii. review internal audit progress report for the preceding financial year, including recommendations in the report and the action to which the recommendations relate.

4.2.6. External Audit

a. Consult with external audit on the function's proposed audit strategy, audit plan and audit fees for the year.
b. Review the findings and recommendations of external audit (including from performance audits) and the response to them bymanagement.
c. Review responses provided by management to ensure they are in line with the Council's risk management framework.
d. Review the implementation of external audit recommendations accepted by management and where issues remain unresolved ensure that satisfactory progression is being made to mitigate the risk associated with audit's findings.

4.2.7. Compliance

a. Determine whether management has considered legal and compliance risks as part of the Council's risk assessment and management arrangements.
b. Review the effectiveness of the system for monitoring the Council's compliance with relevant laws, regulations and government policies.
c. Review the findings of any examinations by regulatory agencies, and any auditor observations.

4.2.8. Self-Assessment

a. Following the conclusion of each calendar year, each member shall complete a self-assessment questionnaire reviewing the performance of the Committee for the preceding year. Results shall be consolidated by the Secretariat and presented to the next available Committee meeting by way of information report.

5. Membership and Meetings

5.1. Membership

a. Members, including the Chair, are appointed by Council.
b. Pursuant to section 210 of the Regulation, membership of the Committee will consist of a minimum of three (3) and a maximum of six (6) members.
c. At least 1, but no more than 2, members will be Councillors.
d. A minimum of one (1) member will be external to the Council.
e. At least one (1) member will have demonstrated 'financial expertise' as described in the Queensland Treasury publication, *Audit Committee Guidelines – Improving Accountability and Performance*, June 2012.
f. At least one (1) member will have demonstrated expertise Local Government.

g. Other independent members may be included in the Committee membership based on the expertise needs of the Committee from time to time. Where the need may be time limited, a shorter term may be endorsed by the Committee/ Council (i.e., 6 months etc.).
h. The role of Chair and/or independent member may only be filled by Council resolution upon advertisement of the role in a newspaper circulating in the Local Government Area and Cairns, for no less than two (2) weeks, followed by Chief Executive Officer recommendation of candidates to Council.
i. The Chair and/or independent members shall be appointed by written letter of appointment, providing a copy of the Charter and Committee Calendar, and setting out the relevant terms of appointment, including but not limited to:
    i. Duration of appointment (i.e., 4 years, unless otherwise stated); and
    ii. Methodology for payment (hourly rate recommended).
j. The Chief Executive Officer of Council may not be a member of the Committee (however shall be a standing guest).
k. Councillor members shall receive indefinite appointment whilst they continue to be an elected Councillor, or until otherwise discharged by Council resolution.
l. The default term of appointment for a Chair and/or independent member is four (4) years and can be extended for one (1) further term of four (4) years subject to the composition and skill requirements of the Committee. The maximum term is eight (8) years, at which time resignation is mandated.
m. Members are appointed on the basis of personal qualities and skills and proxies are not permitted if the member is unable to attendmeetings.

5.2. Chair

a. The Chair will be external to the Council, or if internal to the Council will be a person independent of the areas within the audit Committee's scope of review and independent of line management and day to day operations of Council.
b. The Chair will possess sound communication and strong leadership skills.
c. To maintain continuity of audit oversight, the Chair shall be appointed prior to the commencement of the Caretaker Period immediately prior to each quadrennial election of Council.

5.3. Secretariat

a. The secretariat function will be appointed to an observer by Council to facilitate the Committee's meetings and reporting duties.
b. The observer with the additional function of Secretariat, in consultation with the Chair, will prepare and send notices of meetings and agendas and accurately transcribe all decisions of the Committee.
c. This Secretariat observer will table all correspondence, reports and other information relevant to the Committee's activities and operations.
d. The Secretariat shall be appointed by the Chief Executive officer of Council.

5.4. Observers

a. In addition to Members, Observers may also attend the audit Committee meetings on an on-going basis. Observers attend meetings by invitation only and are not eligible to vote at meetings.

5.5. Guests

a. Guests may also attend as an observer at individual audit Committee meetings as required. Guests should be invited at the request and approval of the Chair.

5.6. Roles and Responsibilities of Members and Observers

Audit and Risk Committee Position	Organisational Position	Role and Responsibility
Chair, and External member	Independent	Chair
Secretary and Observer	Governance Officer/ Governance Manager	Secretariat and Corporate Governance / Risk advisor

Internal Member	Mayor, Council	Council advisor
Internal Member	Deputy Mayor, Council	Council advisor
Observer	CEO, Council	Advisor, whole of Council operations
Observer	Executive Manager Corporate and Financial Services Finance Manager	Advisor, Council fiscal management
Observer	External Audit Representative (QAO)	Advisor, External Audit Function
Observer	External Audit Representative (	Advisor, External Audit Function
Observer	Internal Audit representative	Advisor, Internal Audit Function
Guests (As invited by the Chair)	Various	Various

5.7. Conflicts of Interest

a. Members are required to declare any interests that could constitute a real, potential or apparent conflict of interest with respect to participation on the Committee. The declaration must be made on appointment to the Committee and in relation to specific agenda items at the outset of each Committee meeting, and be updated as necessary. Declared Conflicts of Interest must be dealt with appropriately by each member and/or Committee (including if necessary, the non-participation by he member on the agenda item in question).

5.8. Meetings and attendance

a. Pursuant to section 211 of the Regulation:
   i. the Committee will meet at least twice each financial year and the schedule of meetings will be agreed in advance via an Annual Calendar to be developed in conjunction with the Chair at the beginning of each calendar year.
   ii. A quorum will consist of at least half of the number of members of the Committee, one of whom must be an independent member.
   iii. The Chair shall preside over meetings of the Committee. If the Chair is temporarily absent, provided another independent member is present and quorum is reached, attending members may select an alternate Chair for the meeting and the meeting may proceed.
   iv. Meetings can be attended via teleconference/ videoconference, however attendance in person is encouraged.
   v. Where otherwise impracticable to bring a resolution to a scheduled Committee meeting, resolutions can be made outside of scheduled meeting via a flying minute (email voting by members).
   vi. A resolution will be passed if a motion receives a mover, seconder, and on a show of hands a simple majority of members is achieved.
   vii. There is no ability for a member to 'abstain'. If a member present fails to vote, that member is taken to have voted in the negative.
   viii. As soon as practicable following each meeting of the Committee, the Chief Executive Officer shall cause to be given to the Council (for presentation in Closed Business/ In-Camera to the next available Ordinary Meeting of Council), minutes of the preceding Committee meeting.
   ix. At the end of each financial year, the Chair shall prepare an annual report to Council summarising the performance and achievements for the preceding financial year. An interim program of the planned activities for the coming financial year is also to be provided. A summary extract shall be provided in Council's Annual Report.

5.9. Meeting Agenda

a. The Committee should determine its own agenda, ensuring appropriate consultation to include emerging issues and emphasis on the most significant risks and threats.

b. The agenda and relevant papers will be distributed to members at least four (4) working days prior to the meetings.

6. Relationships

6.1. Internal Audit

a. The Committee will act as a forum for internal audit and oversee its planning, monitoring and reporting processes. This process will form part of the governance processes that ensure that Council internal audit function operates effectively, efficiently and economically.
b. The internal auditor will have a standing invitation to attend Committee meetings.

6.2. External Audit

a. The Committee has no power of direction over external audit or the manner in which the external audit is planned or undertaken, but will act as a forum for the consideration of external audit findings and recommendations and will ensure that they are balanced with the views of management.
b. The external auditor will have a standing invitation to attend Committee meetings.
c. The Chair and an independent member will hold executive sessions with external audit at least twice per year, if required.

6.3. Other Executive Management Committees

a. The Committee shall liaise with other Council Committees as required to ensure:
    i. that its statutory and operational responsibilities are met.
    ii. that there is no material overlap between the functions and duties of the groups.
    iii. the frank and meaningful interchange of information.

7. Review of the Charter

a. The Charter will be reviewed every year by the Committee to ensure it remains consistent with the Committee's authority, objectives and responsibilities.
b. All amendments to the Charter will be considered and approved by Council by resolution.

8. Approval

a. The Audit and Risk Committee Charter was endorsed by the Committee on 16 March 2023 and approved by Council on 22 March 2023.

END

4.3.1.c - Human Resources Information Report

Title:	HR Monthly Information Report
Author:	Executive Manager Corporate and Financial Services
Meeting Date:	28 October 2025

New HR/Payroll system (Employment Hero)

Project Progress:

On Thursday 13th November 2025 Council went live with Employment Hero's payroll platform, successfully creating and distributing to all employees. A small number of issues were identified and were triaged by the project team for immediate action.

While employees have responded positively to the new digital time sheeting requirements, some additional training will be provided to line managers to ensure that time sheet approvals and leave administration operate as designed.

A 'project close' meeting with Employment Hero consultants is scheduled for Wednesday 19th November 2025. This will formalise the end the system roll out that has occurred under guidance from Employment Hero.

Additional Employment Hero modules including Performance Management and Training will be rolled out in the coming months.

Recruitment

Position Title	Recruitment Process Stage
Administration Officer Traineeship	Recruiting
Centrelink Officer	Position filled
Cultural Centre Support Officer	Position filled
Early Years Place Coordinator	On Hold
Manager Environmental Health	Shortlisting
Radio Announcer	On Hold
Ranger Coordinator	Shortlisting
Station Hands Officer	On hold
Executive Manager Community Services	Shortlisting/Interviews
Manager Community Services and Events	Recruiting
Manger Child & Youth Engagement	Final Stages
Grounds Person	Recruiting

Current Workers Compensation Claims

- One claim currently in progress

4.3.2.a – Agenda Report

Title:	Carbon Project – Oriners-Sefton
Author:	Acting Manager Governance; Special Projects Officer
Meeting Date:	25 November 2025

RESOLUTION

That Council resolve to approve transition to new methodology under the Land Restoration Fund (2025 methodology) and give delegation (both procurement and financial) to the Chief Executive Officer to do all things necessary to implement commitments (both financial and otherwise) under the Project Investment Agreement, registration of the new Project (2025 method) and deregistration of the current project (2015 method).

Executive Summary:

Council's current carbon method is based on carbon emissions avoidance, and this method allows us to generate approximately 25,000 carbon credits (ACCUs) per calendar year. The maximum amount of carbon is limited by the method that is utilised. Council has been investigating moving to a new method.

The Queensland Government has an incentive program in the Land Restoration Fund (LRF) Round 3 that can assist project operators (like Council) to move to this new method. The LRF Round 3 incentives are offered on a competitive basis. Council submitted an Expression of Interest (EOI) to the LRF on 16 June 2023 (stage 1), which was successful. The LRF then invited Council to submit a final proposal (stage 2) to the competitive Round 3 program.

At its Ordinary Meeting of 27 September 2023, Council resolved that:

7.2. Agenda Report – Carbon Project – Oriners-Sefton

Carbon Project Agenda Report was presented to Council by Chris McLaughlin, A/MG:

RESOLUTION: Carbon Project

That Council proceed with the lodgement of a final proposal to the LRF Round 3 Program as presented and undertake feasibility work preparatory to a future Council decision to change or retain the existing carbon method.

Moved: Cr. Teddy Bernard
Seconded: Cr. David Jack

CARRIED

In furtherance of the Council resolution, an application was submitted to LRF. On 18 March 2024, Council received a favourable letter from the LRF advising it was successful in its stage 2 application, and inviting Council to enter into a Project Investment Agreement (PIA). A copy of the duly executed PIA dated 5 August 2024 is attached

(**Attachment A**).

Relevantly, the PIA set outs several commitments under the LRF between Council (the Seller) and Queensland Treasury Corporation (the Purchaser) pertaining to the generation and sale of future ACCUs. Importantly however, Council is not obligated to proceed under the PIA until the following conditions have been met:

1. Council has resolved, by resolution at an ordinary meeting, to give effect to a transition of the Project method; and
2. The parties have agreed on:
    a. a Validated Monitoring and Reporting Plan
    b. Knowledge Sharing and IP Management Plan
    c. Council subcontracts under LRF
    d. Deregistration of the current Project concurrently with registration of the new Project.

A Sunset Date applies to the above conditions, being thirty-six (36) months (or 3 years) from the signing of the PIA (**expiring midnight 3 August 2027).** Conditions must be satisfied by this sunset date, or the PIA risks ending, and transition to the LRF incentive program ceasing.

This report seeks to satisfy condition 1 above, namely formal resolution to support transition to the new methodology under LRF.

Consideration

For Council to resolve to support transition to the new method, it must be placed in a fully informed position with respect to current methodology vs new methodology based on best practice estimates. For this reason, in December 2024 Council went out to market to seek quotes from carbon experts to prepare reports to support recommendations to Council, pertaining to transition to LRF on the following key considerations:

1. Method Modelling

The Consultant will develop an assessment of potential ACCU yields under the 2025 sequestration and avoidance method. The modelling will include as estimate of variable risk factors such as late dry season fire and loss of sequestered carbon, based on actual data and assumptions.

This assessment is to include projections at 6, 14, and 25 years post commencement.

The Consultant will also provide modelled estimates for the existing 2015 method projected to 6 and 14 years so that a yield comparison can be made.

2. Co-benefit Modelling

The expert will advise on the third-party verification matters, specifically the Environmental co-benefits to be assessed through the Accounting for Nature (AfN) framework. The consultant will provide a cost estimate for:

a. the initial baseline survey and assurance framework required under the Accounting for Nature; and
b. implementation costs associated with verification effort. A standard approach could include:
    - Identification of environmental fire needs and target setting
    - delineation of different environmental assets according to value framework and fire needs
        - establishment of monitoring plot network
        - repeat plot monitoring
    - GIS fire indicator analysis; and
    - AfN Account: initial documentation and updates.

The costs for implementation activities (eg, culling feral pigs; treating weed infestations) are not to be included as these are variables that we will manage independently.

The Consultant must, within its pricing, provide costings for assurance services related to Socio-economic and Indigenous co-benefit.

3. Market Forecasting

In the context of the carbon market and demand for ACCUs with Indigenous/Environmental co-benefit, KASC require a comparison between the modelled performance of the current 2015 method (to 2037) vs the project as transitioned to the new method and LRF contract as in 1 and 2 above.

The Consultant may make reasonable and expert assumptions around the key factors that we should consider in this comparison.

To assist with the modelling, it should be assumed that:

a. the project will produce an annual average of 25,000 ACCUs through emissions avoidance, plus another 10,000 ACCUs via sequestration; and
b. the 6-year average cost of LRF assurance (and implementation) is $700,000/yr.

The consultant may wish to provide financial strategies to reduce Council's exposure to risk of loss under the new arrangement.

Carbon experts **Gondwana Carbon** and **Landscape Ecological Services** were engaged to provide reports on the abovementioned (together **"the Expert Reports"**). The Expert Reports of June and September 2025 respectively, are **attached**.

Officer Comment

Officer Comment is described in the accompanying Due Diligence and Recommendation Report, seeking to pull together all relevant considerations noted in the Expert Reports.

Options:

Options available to Council appear to be:

1. **A – Approve the LRF proposal and upgrade the carbon method; or**

   Achieved with a mover, seconder and simple majority of Councillors voting **FOR** the recommendation. This will progress transition to LRF and will be the final formal approval required from Council before transition, enabling the CEO and management to do all things necessary to progress the transition.

   In supporting Option A, Council is also signalling its commitment to approving sufficient annual own funds in each annual budget, as proposed by management, to fund the transition (circa $400k over the 2 remaining years of sunset period for setup costs) until project funds begin to flow (at which time the project will be self-sustaining and Council's own funds investment will be recovered). Endorsement of option A without ongoing resourcing will likely result in a breach of PIA by Council.

2. **B – Decline the LRF proposal and remain on the current carbon method; or**

   In absence of a mover, seconder and simple majority of Councillors voting FOR the recommendation, an alternate resolution can be placed in the negative, requiring a mover, seconder and simple majority. This will effectively end transition to LRF and terminate the PIA.

3. **C – Leave the matter laying on the table for future decision (no decision).**

   Where Councillors do not feel that they are able to either approve or decline the proposal, they may collectively elect to leave the matter lay on the table for future consideration at Council Meeting. In such an instance, Councillors should outline what information they require for future consideration.

Recommendations:

OPTION A

That Council resolve to approve transition to new methodology under the Land Restoration Fund (2025 methodology) and give delegation (both procurement and financial) to the Chief Executive Officer to do all things necessary to implement commitments (both financial and otherwise) under the Project Investment Agreement, registration of the new Project (2025 method) and deregistration of the current project (2015 method).

Attachments:

- Executed Project Investment Agreement dated 5 September 2024.
- Due Diligence Report and Recommendation November 2025
- Gondwana Carbon Expert Report – June 2025
- Landscape Ecological Services – September 2025

Gondwana Carbon

Final Report

Oriners & Sefton Carbon Project Transition to New Method

June 2025





Prepared For:

Kowanyama Aboriginal Shire Council

Prepared By:

Gondwana Carbon Pty Ltd

Disclaimer:

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List of Acronyms

ACCU	Australian Carbon Credit Unit
AfN	Accounting for Nature
CCR	Government Price Cap
CFI	Carbon Farming Initiative
DCCEEW	Department of Climate Change, Energy, the Environment and Water
EBITDA	Earnings Before Interest, Taxes, Depreciation, and Amortisation
EDS	Early Dry Season
ERF	Emission Reduction Fund
ETS	Exponential Smoothing
FPIC	Free, Prior and Informed Consent
GWP	Global Warming Potential
HIR	Human Induced Regeneration
KASC	Kowanyama Aboriginal Shire Council
LDS	Late dry season
LRF	Land Restoration Fund
MRV	Monitoring, reporting and verification
PBC	Prescribed Body Corporate
PIA	Project Investment Agreement
RAP	Reconciliation Action Plan
RFQ	Request for Quotation
SavBAT	Savanna Burning Abatement Tool
SavCAM	Savanna Carbon Abatement Model
SFM	Savanna Fire Management
SMC	Safeguard Mechanism Credits
tCO_2	Tonnes of carbon dioxide
VCM	Voluntary carbon market

Executive summary

This report analyses the potential transition of the Oriners & Sefton Savanna Fire Management Project from the Kowanyama Aboriginal Shire Council (KASC) from the current 2015 Savanna Fire Management Method (Avoidance only) to the proposed 2025 Savanna Fire Management Method (Sequestration and Avoidance), which includes participation in the Queensland Government's Land Restoration Fund (LRF).

Key Findings

- **Financial Performance:** Modelling indicates the 2025 Method offers a superior return over the 13-year projection (2025-2037) when compared to the 2015 Method. This difference is primarily attributed to higher ACCU yields and premium prices A$88 paid by the LRF. The 2025 method, inclusive of the LRF contract, ultimately projects a higher return across all scenarios. By 2037, the 2025 method is projected to deliver A$110.1–131.7M in cumulative returns, well above the $22.8–28.5M estimated under the 2015 method. Even through the permanence period, when costs continue without ACCU returns, by 2052, the 2025 method still outperforms, with total returns of $105.9–127.6M.
- **2025 Method Potential:** Despite higher initial costs, the 2025 Method presents an opportunity for greater long-term ACCU generation, incorporating sequestration, and consequently, increased revenue beyond the initial high-cost period. Projections show the 2025 method could generate 1.34M more ACCUs by 2037 compared to the 2015 method. A significant revenue increase is anticipated in 2027 due to the issuance of cumulative sequestration ACCUs since project inception.
- **Market Context:** There is a strong market demand and price premium for ACCUs from Indigenous Savanna Fire Management (SFM) projects. This premium has historically averaged 43% above generic ACCUs since 2022. However, market volatility and future uncertainties persist, and maintaining these premiums may increasingly depend on robust Monitoring, Reporting, and Verification (MRV) of co-benefits.

- **Risk Profile:** Transitioning to the 2025 Method increases project complexity and risk. Key high risks include the accuracy of 2025 Method ACCU yield projections, ACCU market volatility, carbon sequestration permanence loss, potential erosion of the Indigenous savanna premium, and logistical challenges of the remote location.
- **Strategic Implications:** Success under the 2025 Method and LRF participation needs substantial investment in systems (particularly for MRV), operational capacity, diligent fire operations, rigorous risk management, and strong partnerships to deliver and verify premium co-benefits. The LRF mandates stringent third-party verification of co-benefits, which will be complex and costly.

Decision Context

KASC must weigh the more straightforward modelled financial returns of the 2015 Method against the potential for higher long-term ACCU generation, greater overall NPV, and strategic alignment offered by the 2025 Method/LRF option. This decision requires careful consideration of KASC's risk appetite and operational readiness to manage increased complexity, higher upfront and ongoing costs, and the rigorous demands of LRF compliance.

Severe fires threaten carbon stocks over the permanence period, so ongoing fire management and an ACCU reserve of at least 50,000 ACCUs are recommended as safeguards. Overall, the horizon looks promising; 13 years of consistent fire operations since the project's inception have increased carbon stocks and improved ecosystem resilience. It is expected that with the new method and LRF commitments, further gains are anticipated.

Scope of Work

Section 1: Method Model and Comparison

This section evaluates ACCU yield projections under the current 2015 SFM method (emissions avoidance only) against the proposed 2025 SFM Method (sequestration and avoidance). The analysis employs statistical forecasting models using historical fire data from the 2000-2009 baseline period and 2012-2024 project period to estimate future ACCU yields and cumulative values under both methods and different scenarios.

For the 2015 method, time series analysis incorporating ETS and ARIMA models generates yield projections. Stress-testing incorporates major Late Dry Season fire events in 2028, 2031, and 2034 to assess yield sensitivity under adverse conditions. In addition, the 2025 method analysis includes multiple scenarios: an RFQ-based model assuming 25,000 avoidance ACCUs plus 10,000 sequestration ACCUs annually, and comprehensive modelling using SavCAM v1.0 (released by DCCEEW on 13 June 2025) for both sequestration and avoidance projections.

Section 2: Co-benefits Assurance

Outside the scope of this analysis. Third-party verification cost estimates are incorporated into Section 3.

Section 3: Market Forecasting

This section provides an analysis of the commercial implications of transitioning between methods, considering historical ACCU price trends, Indigenous project premiums and carbon market dynamics.

Financial modelling incorporates projected ACCU yields from Section 1. Under the 2025 method, the financial model assumes delivery of 12,500 ACCUs annually to the LRF at $88/ACCU from 2026-2032 over the six-year contract period. Fire operational costs over the entire permanence period are also factored in.

Regarding price, two pricing scenarios are modelled: a dynamic forecast incorporating DCCEEW projections with Indigenous premium maintenance, and a static sensitivity analysis using a flat $55/ACCU price, 2.5% inflation adjusted.

The section concludes with a risk assessment and financial strategy recommendations for method transition and long-term project viability.

Section 1: Method Model and Comparison

This section evaluates ACCU yield projections under the current 2015 Method (Avoidance) against the proposed 2025 Method (Sequestration + Avoidance). The analysis incorporates statistical forecasting models and stress-testing scenarios to assess method transition implications.

Early Dry Season (EDS) and Late Dry Season (LDS) fire management percentages are forecasted consistently across all models using statistical time series analysis of historical data (2012-2024). The forecasting methodology employs Exponential Smoothing (ETS), ARIMA models, Theta method, and ensemble averaging, with the optimal forecast combining ETS Damped Trend and Theta models. This approach projects gradual stabilisation of EDS and continued reduction of LDS as fire operations improve effectiveness and fuel loads are maintained at lower levels.

The percentage of area burnt during EDS and LDS has been projected consistently across all models, based on historical EDS and LDS values and isolating the impact of methodological differences from fire management variability. Historical variance (2012-2024) ranges from 0-82% EDS and 0-60.5% LDS.

Stress-testing incorporates 3 major LDS fire events in 2028, 2031, and 2034 to assess yield sensitivity under adverse conditions. Major fire scenario applies 50% LDS burns in 2028, 2031, 2034, representing extreme weather events burning 50% of project area. EDS management maintained at statistical forecast levels during stress events. Standard forecast used for all other model variations unless explicitly noted.

Common Assumptions

- Baseline Period: 2000-2009
- Crediting period: 2012-2036
- Annual ACCU reporting cycles
- Current GWP values with forecasted 5tCO_2e annual fossil fuel emissions

Method-specific Parameters

- 2015 Method: Avoidance only (SavBat 2.2)
- 2025 Method: Combined sequestration and avoidance (SavCAM 1.0), permanence period 2027 – 2052

Historical Performance

Historical performance demonstrates a positive correlation between ACCU yields and improved fire management. Showing an increased trend of ACCU volumes with reduced LDS fires and optimised EDS season burns.

Table 1 – Historical ACCU volumes (2015 method)

Reporting Year	Historical ACCUs / year	ACCUs with current GWP (no fuel use deduction)	ACCUs with current GWP and fuel use deducted (-5tCO_2)
2012	6,441	10,356	10,352
2013	29,025	40,724	40,720
2014	2,663	5,889	5,885
2015	19,986	32,321	32,317
2016	5,061	8,045	8,040
2017	35,722	42,799	42,794
2018	16,825	18,177	18,172
2019	26,931	29,044	29,040
2020	22,941	22,942	22,938
2021	22,942	22,943	22,938
2022	21,582	21,597	21,592
2023	44,242	44,249	44,245
2024	20,794	20,799	20,794
Total ACCUs	**275,155**	319,886	319,881
Annual ACCU average	21,166	24,607	**24,602**

ACCU Forecast

2015 Model 1: Statistical model

ACCU yield of 27,125 in 2025, rising to 31,157 in 2036, averaging 29,156 annually.

Figure 1 – 2015 Method Statistical Model

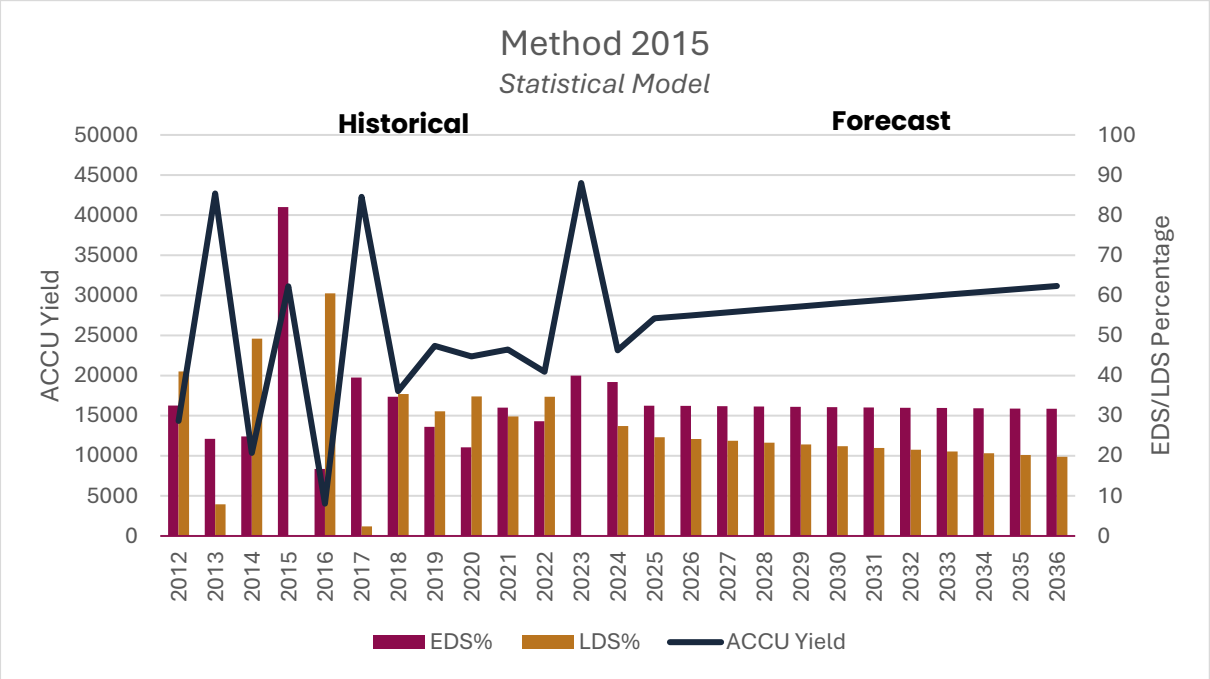


Table 2 – 2015 Method Statistical Model

Years	Area Burnt			ACCUs
	%EDS	%LDS	Total	
Baseline Average (2000-2009)	2.4	40.3	42.7	N/A
Project Average (2012-2024)	34.1	27.2	61.3	24,606
Forecast Average (2025-2036)	32.1	22.2	54.3	29,156

2015 Model 2: Statistical model + 3x major LDS fires

Three major LDS fire events (2028, 2031, 2034) burning 50% of the project area. Annual ACCU yield reduces to 23,698 (20% below statistical model).

Figure 2 – 2015 Method with Major Fire Events

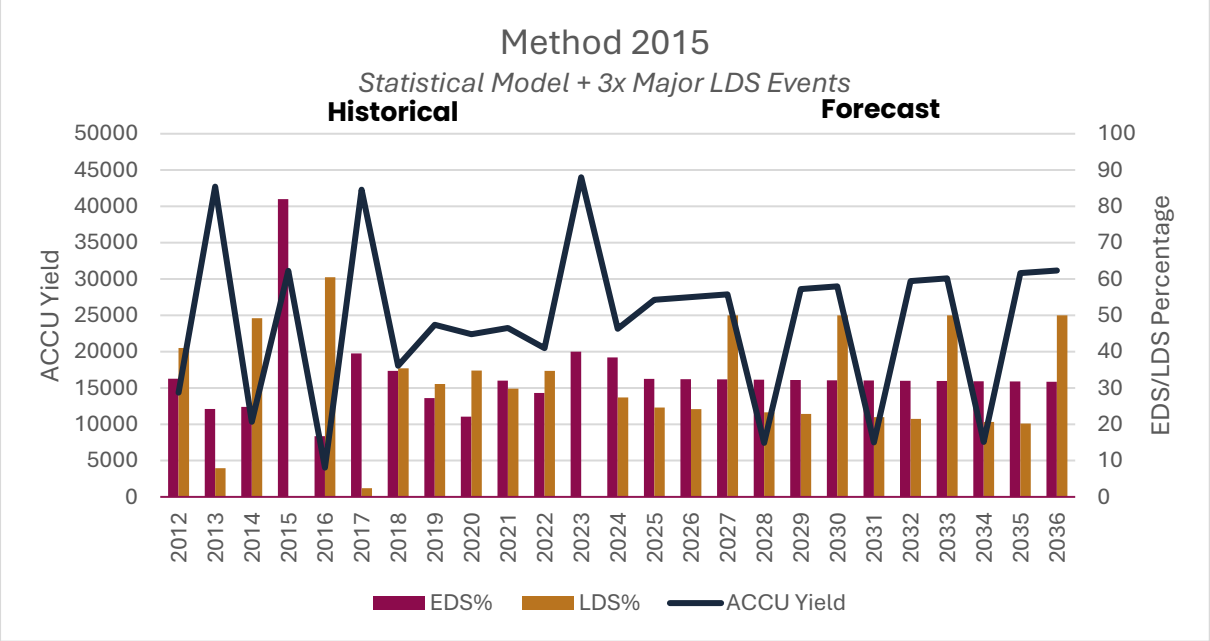


Table 3 – 2015 Method with Major Fire Events

Years	Area Burnt			ACCUs
	%EDS	%LDS	Total	
Baseline Average (2000-2009)	2.4	40.3	42.7	N/A
Project Average (2012-2024)	34.1	27.2	61.3	24,606
Forecast Average (2025-2036)	32.1	31.6	53.7	23,698

2025 Model 1: Based on RFQ assumptions

KASC's RFQ parameters: 25,000 ACCUs/year (avoidance) + 10,000 ACCUs/year (sequestration). Sequestration credits retroactive to 2012. One-time issuance of 150,000 sequestration ACCUs in 2027.

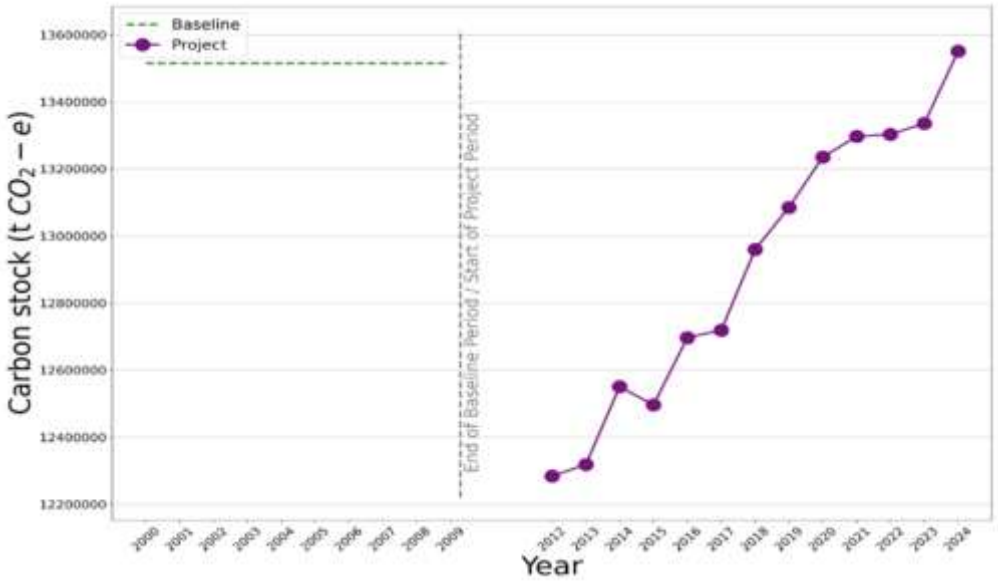
Table 4 - 2025 Method RFQ-Based Model

Years	Area Burnt			ACCU	
	%EDS	%LDS	Total	Average Yield	Total
Baseline Average (2000-2009)	2.4	40.3	42.7	N/A	N/A
Project Average (2012-2024)	34.1	27.2	61.3	24,606	319,878
Forecast Average (2025-2036)	32.1	22.2	54.3	34,344	412,125

2025 Model 2: SavCAM v.1 Statistical Analysis

SavCAM v.1 reveals pre-project carbon stock decline creating negative abatement carryover (see Figure 4). The project achieves breakeven in 2024. Post 2024 yields average 140,929 ACCUs annually.

Figure 3 - SavCAM v1.0 Baseline Vs Project Carbon Stock



SavCAM v.1 generates 200% more ACCUs than 2015 method. Projections of 346,744 ACCUs (2026) for historical sequestration, evening out to 131,728 ACCUs per annum.

Figure 4– 2025 Method SavCAM Statistical Model

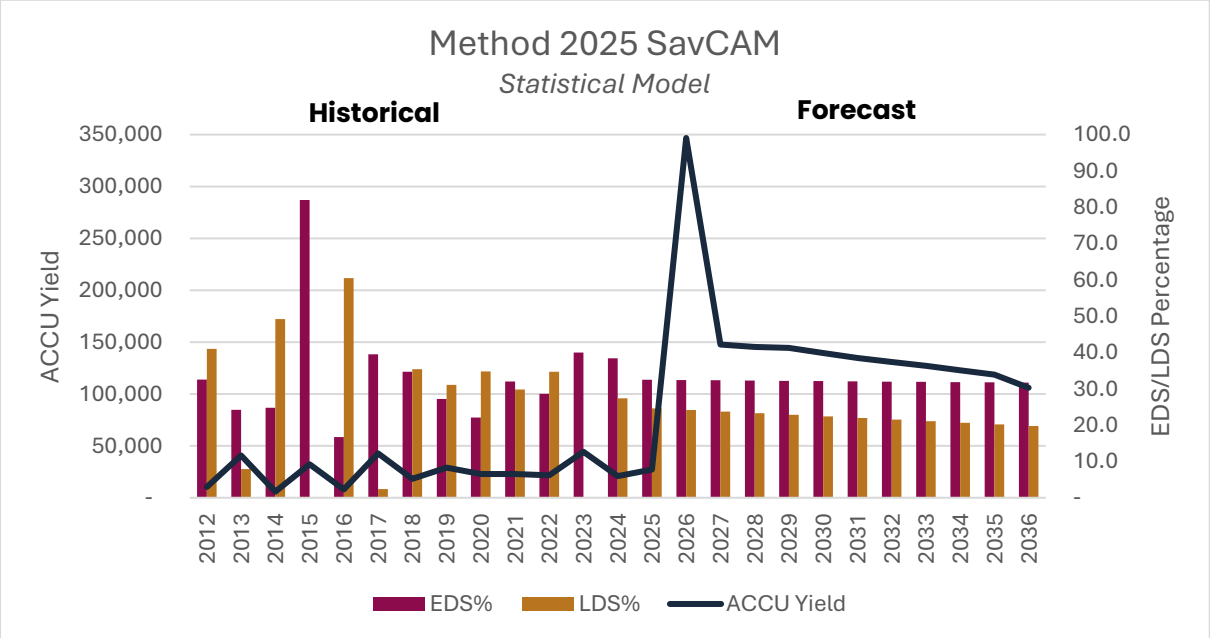


Table 5 – 2025 Method SavCAM Statistical Model

Years	Area Burnt			ACCU	
	%EDS	%LDS	Total	Average Yield	Total
Baseline Average (2000-2009)	2.4	40.3	42.7	N/A	N/A
Project Average (2012-2024)	34.1	27.2	61.3	30,005	390,070
Forecast Average (2025-2036)	32.1	22.2	54.3	140,929	1,691,154

2025 Model 3: SavCAM v.1 + Major Fire Events

Three major LDS events reduce ACCU yield by 17% compared to the SavCAM statistical forecast, resulting in a total of 1,78M ACCUs over the project life compared to 2M.

Figure 5 – 2025 Method SavCAM 3 Major LDS Events

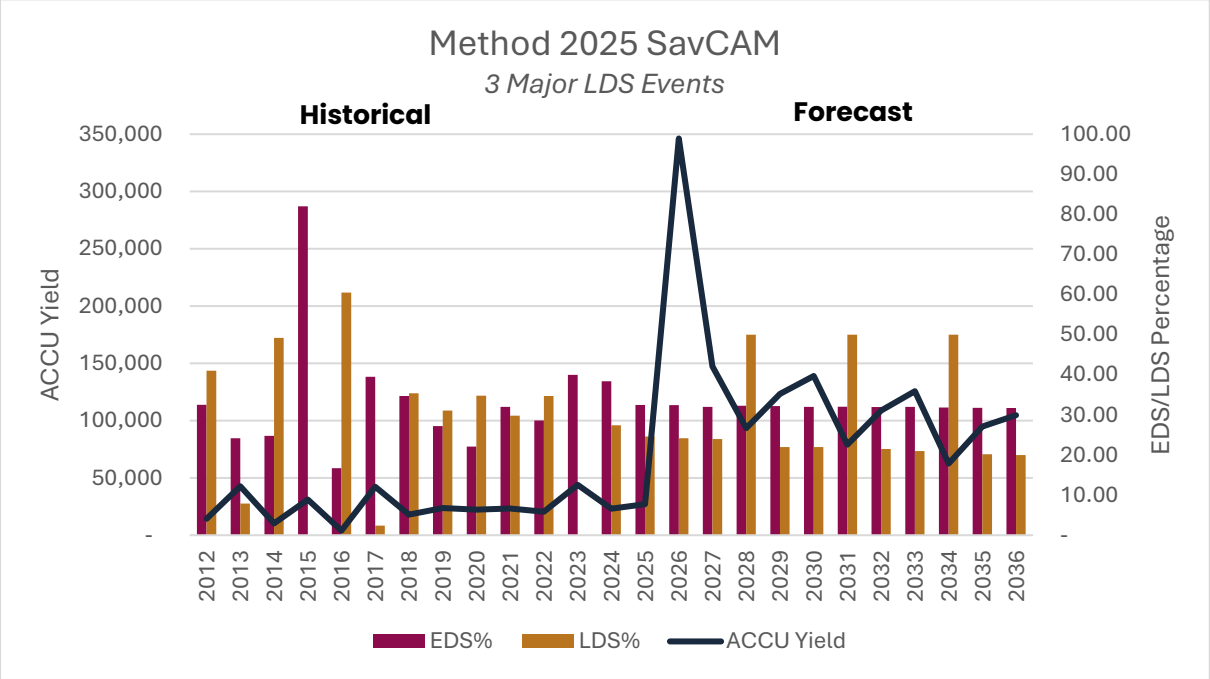


Table 6 – 2025 Method SavCAM 3 Major LDS Events

Years	Area Burnt			ACCU	
	%EDS	%LDS	Total	Average Yield	Total
Baseline Average (2000-2009)	2.4	40.3	42.7	N/A	N/A
Project Average (2012-2024)	34.1	27.2	61.3	24,606	319,878
Forecast Average (2025-2036)	32.1	29.2	61.18	120,993	1,451,921

Methods comparison

The 2025 method is expected to generate 5 times more ACCUs than the 2015 method by 2036, primarily driven by sequestration credits. The total projected yield reaches 2,348,263 ACCUs under the 2025 method, compared to 349,928 ACCUs under the 2015 method.

Both the scenario excluding and including major LDS events show 4 times increase in cumulative ACCU yield under 2025 Method than the 2015 method.

Figure 6 - ACCU Yield Comparison Statistical Model

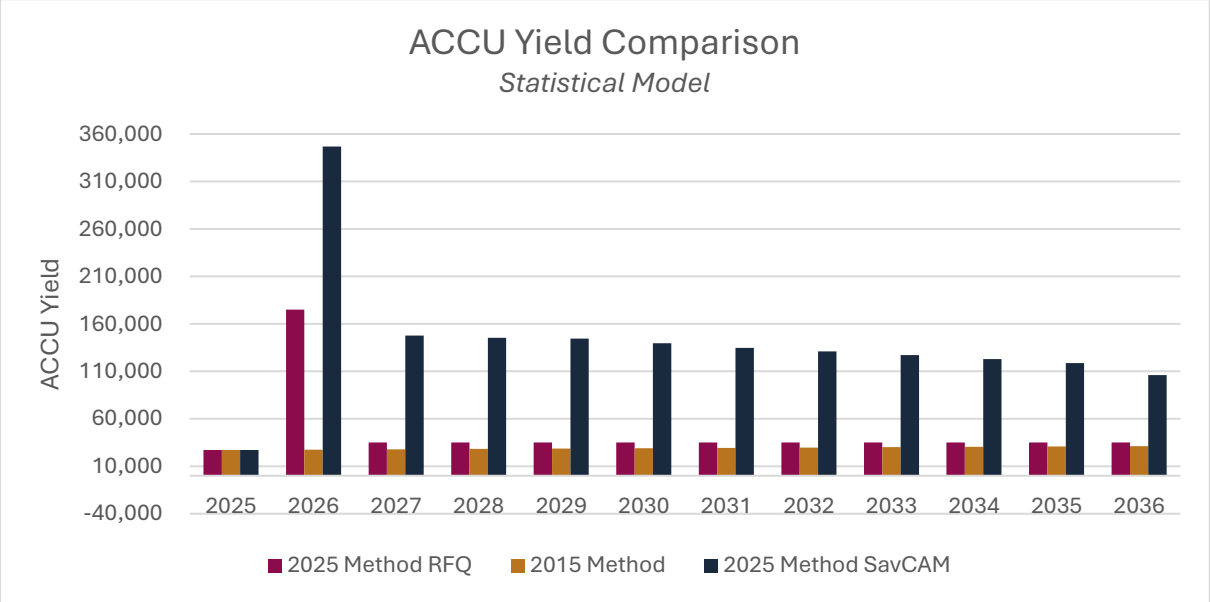
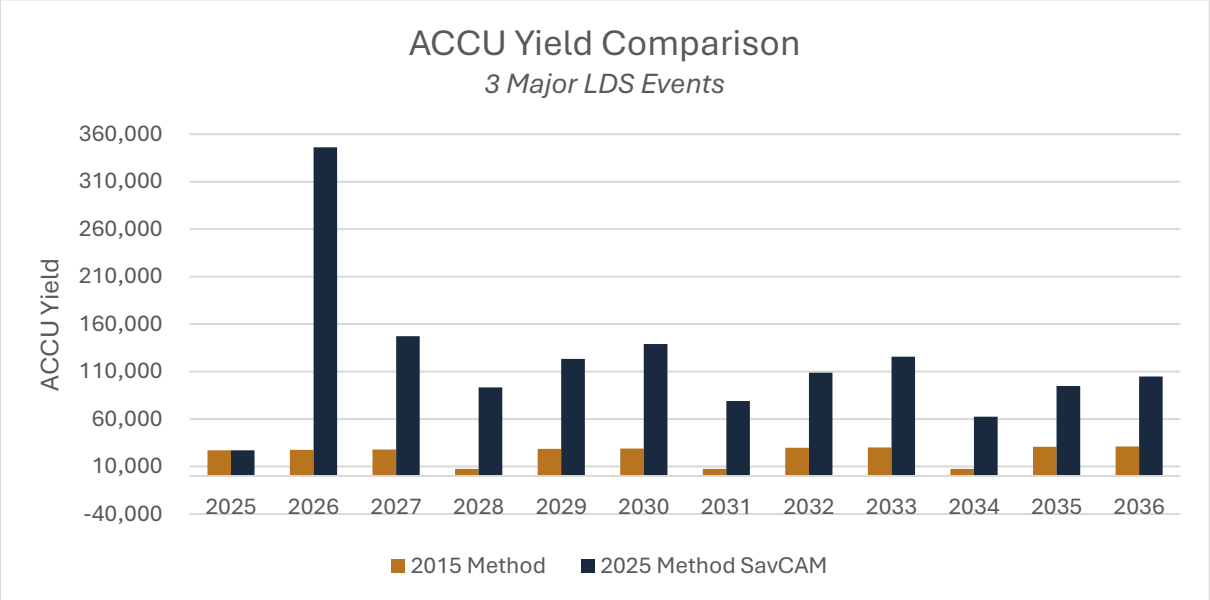


Figure 7 - ACCU Yield Comparison 3 Major LDS Events



Section 3: Market Forecasting

This section evaluates premium ACCU opportunities, integrates the KASC's LRF contract assumptions, and provides recommendations for financial risk mitigation.

Section 3.1: Market Analysis and Premium Assessment

The ACCU market is central to Australia's climate policy, with ACCUs used for both compliance and voluntary offsetting. Strategic project decisions require a clear understanding of market trends and valuations. This analysis reviews historical prices, the premium for Indigenous savanna fire projects, emerging market factors, and offers a preliminary forecast.

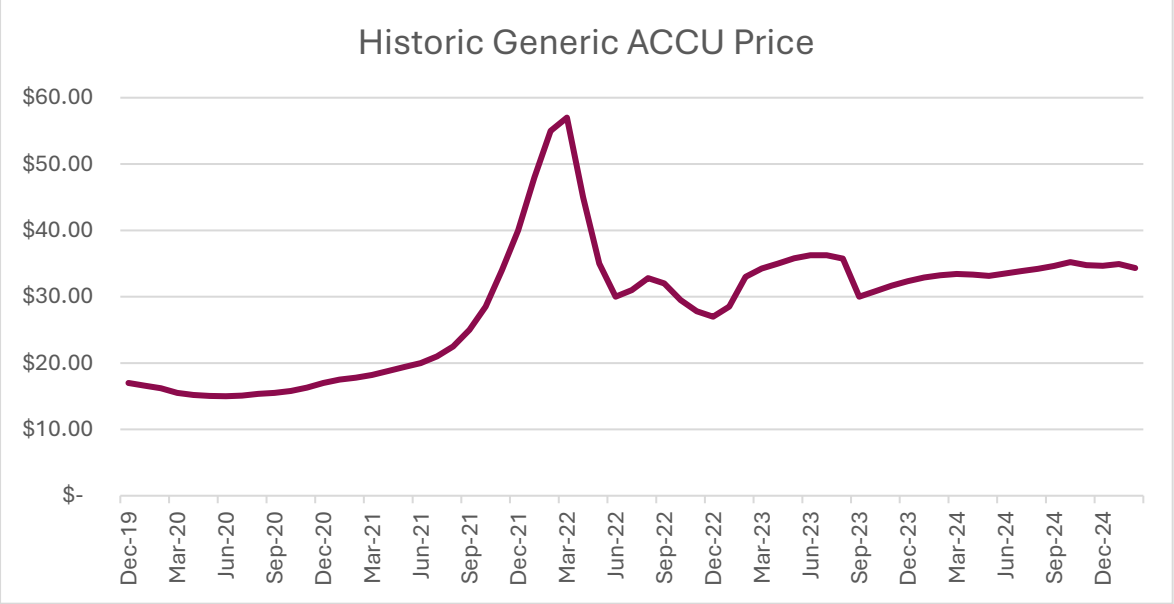
Historical ACCU Price Trends

The ACCU market has evolved through distinct phases shaped by policy and participant behaviour. Initially, under the Carbon Farming Initiative (2011–2014), ACCUs were mainly purchased by high emitters in a cap-and-trade scheme. From 2014, the Federal Government, through the Emission Reduction Fund (ERF), became the main buyer via reverse auctions, setting ACCU prices. Since 2020, growing voluntary private sector demand has driven price divergence and premiums for removal-based ACCUs and those with co-benefits.

Price Fluctuations:

- Prices were modest (<$20) before 2021.
- 2021 saw prices soar, peaking at $59, before policy changes led to a correction.
- A policy change allowing contract exits caused a sharp correction in March 2022, with prices settling in the A$28-35 zone
- 2023 saw stability in the low-to-mid $30s, ranging between $24.00 and $39.25.
- 2024 was the most active trading year by volume, with prices rising from ~$34 in Q3 to over $42 in November before stabilising around $36.50 in December.
- Early 2025 showed some softening (around $34), potentially due to initial Safeguard Mechanism Credits issuance.

Figure 8 - Historical Generic (Spot), Source: ACCU Price, CER 2024



Methodology Differentials and Co-benefits

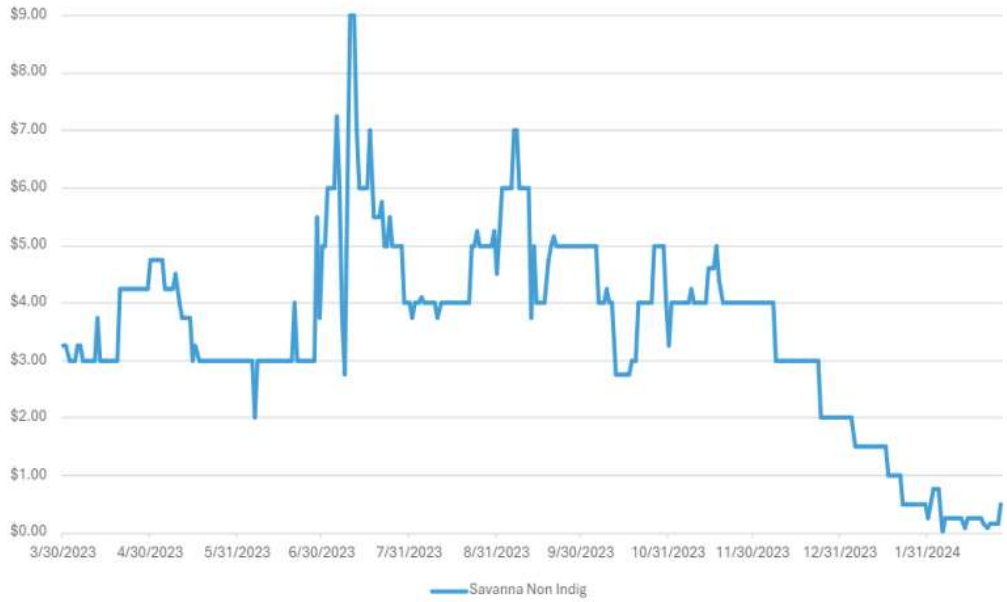
The market has multiple unit valuations depending on the individual project characteristics, method type and associated co-benefits.

ACCUs originated from land-based sequestration activities (e.g. planting, forestry, and soil carbon) are highly valued in the market reaching premiums of $5 to $20 above the spot price. Human-induced regeneration (HIR) projects once held a premium, though this narrowed significantly following integrity concerns raised prior to and addressed by the Chubb Review.

Avoidance-based ACCUs, such as those from avoided deforestation, landfill gas capture, savanna fire management, herd management, waste treatment, and energy efficiency, are typically sold at or near the generic market price, and in some cases, even at a discount.

Buyer preferences and perceived co-benefits heavily influence pricing. Non-Indigenous savanna fire projects initially earned a premium, but this had disappeared by 2025.

Figure 9 - Premium relative to generic ACCU attracted by non-Indigenous savanna fire management projects in 2023 and 2024. (Source: Clima, 2024)



In contrast, a significant and persistent price premium exists for ACCUs generated from Indigenous savanna fire projects. With ACCU prices ranging from $47-51 by the end of 2024, the price reflects market valuation of the associated environmental, social, and cultural co-benefits, including Indigenous employment, preservation of traditional ecological knowledge, community development, alignment with Reconciliation Action Plans (RAPs), and direct Indigenous participation and land stewardship.

Spot vs. Premium Credits Analysis

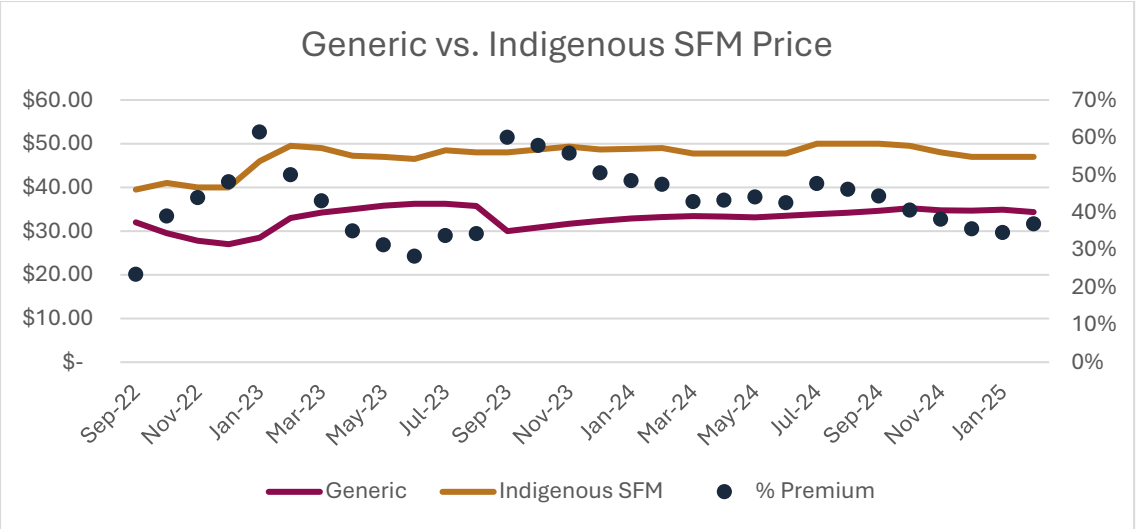
The ACCU market operates with multiple price points for the same tonne of carbon, depending on origin and attributes. The 'spot' price usually refers to 'generic' ACCUs and refers to the daily volume-weighted average price of spot trades for ACCUs with an unspecified method.

As outlined through Core Markets historical price data, Indigenous SFM premiums have historically ranged between 40% and 60% on top of generic credits, with an average premium of 43% since 2022.

Although the number of ACCU buyers seeking premium credits has declined in recent years, driven by Safeguard Mechanism obligations that favour high volumes of generic ACCUs, voluntary demand for premium credits is expected to grow as corporate sustainability agendas mature, with early signs already

emerging in the voluntary market and syndicates such as Frontier appearing and within some examples in Australia of financial institutions and mining companies leading the way.

Figure 10 - Indigenous SFM Premium (Source: Core Markets)



Premiums for ACCUs based on project type, vintage, and co-benefits are driven by voluntary demand but lack formal quantification. Indigenous credits generally attract a premium due to their co-benefits, though certified co-benefits (e.g. AfN) are not yet consistently valued higher in the market. The Queensland Government's Land Restoration Fund (LFF) is an exception, funding projects with verified social and environmental outcomes. Future markets, like the Nature Repair Market, are expected to assign greater value to certified co-benefits through project certificates.

Market Trends and Policy Changes Impacting ACCUs

Additionally, to the different price points and ACCU value perception, other variables impact the ACCU market:

- **Safeguard Mechanism:** The primary demand driver of generic ACCUs but lowering the demand for premium ACCUs.
- **Government Price Cap (CCR):** Set at ~A$75 (indexed[1]), signals potential for price rises while capping extreme compliance costs.

[1] Safeguard price cap increases at 2% + CPI per annum. This assessment uses a CPI of 2.5% Total increase per annum of CCR is 4.5%.

- **Supply Constraints:** A relative scarcity is anticipated due to the depletion of low-cost options, slower project yields, limited method options and method changes. As a result, buyers are getting into forward offtakes.
- **Market Infrastructure:** Maturing platforms (ASX futures, brokerages) improve liquidity and transparency, potentially supporting price growth.
- **Nature Repair Market:** The establishment of a separate market for biodiversity certificates introduces potential for co-claiming or 'stacking' environmental values, but price implications are still nascent.
- **Regulatory Environment:** The market remains sensitive to policy adjustments, ongoing integrity reviews (e.g., Chubb review), and method updates, contributing to regulatory risk and price volatility.

The value of ACCUs from savanna burning projects may be affected with the upcoming 2025 SFM method. While it may offer advantages, such as enhanced Free, Prior and Informed Consent (FPIC) requirements and the addition of sequestration activities, it also poses a risk of devaluing ACCUs from older methods. Similarly, provisions that permit the retrospective claiming of multiple years of sequestration could significantly boost supply, potentially driving prices down.

Overall, Indigenous SFM credits are expected to retain a notable premium due to their unique value. Views differ on how this premium may change. It may remain strong or even increase, driven by the value placed on co-benefits, project quality and transparency. Or, the price may become more dependent on strong monitoring, reporting, and verification (MRV) systems, with projects lacking in these areas potentially seeing their premium decline.

Preliminary Market Forecast

Based on current data and identifiable trends, the following forecast is presented:

- **Generic Price Forecast:** Prices are expected to rise, potentially approaching the CCR ceiling, driven by Safeguard Mechanism compliance and limited supply (RepuTex, 2023).
- **Supply & Demand Forecast:** Current supply exceeds demand through 2026, with 22.7M surplus ACCUs banked as of December 2022. This surplus

erodes from 2027 when annual demand overtakes issuance (Figure 11), with a slight spike in the price.

- **Historical Prices:** Generic ACCUs have ranged from $15–$57 since 2019, stabilising in the mid-$30s (Figure 12). Indigenous SFM ACCUs currently attract a 34–52% premium, with an average of 43%.
- **Price Forecast (2026–2037):** Assuming a 43% premium continues, Indigenous SFM ACCUs are projected to reach averages of $52.5 by 2026 and $119 by 2037 (Figure 13).
- **Planning Price:** An average of ~$85/ACCU is a reasonable planning assumption.
- **Key Factors to Monitor:** Safeguard Mechanism changes, demand, project supply, new savanna method, biodiversity and co-benefits market interactions, policy shifts, and economic trends.

Outlook for Indigenous SFM ACCUs is strong, with sustained premiums and alignment with demand for high-integrity, co-benefit-rich credits. However, market and policy risks remain.

Figure 11 – Supply and Demand ACCU Forecast Source: Reputex, 2023

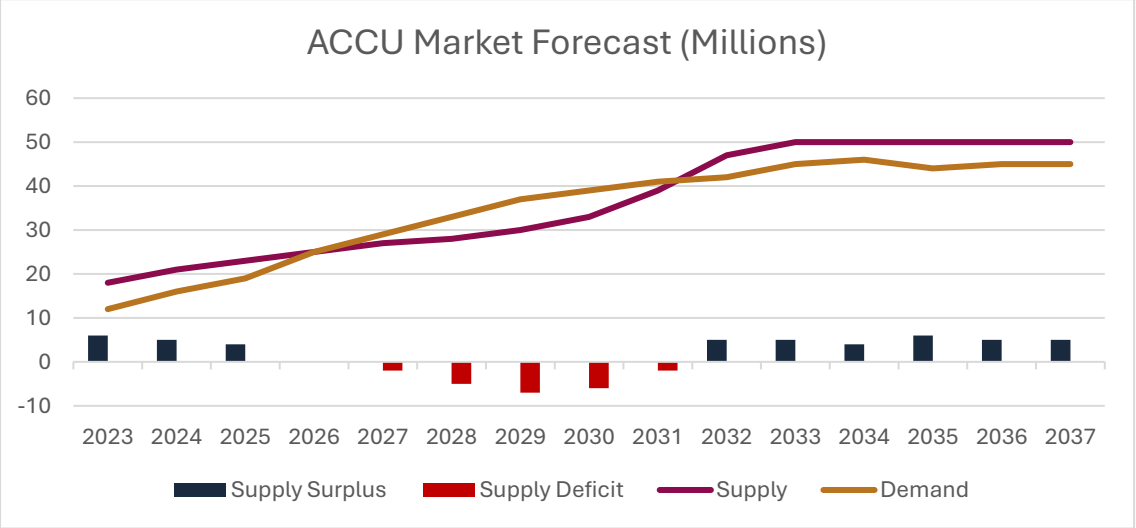


Figure 12- Generic historical ACCU price and forecast. Source: DCCEEW Australia's emissions projections 2023[2]

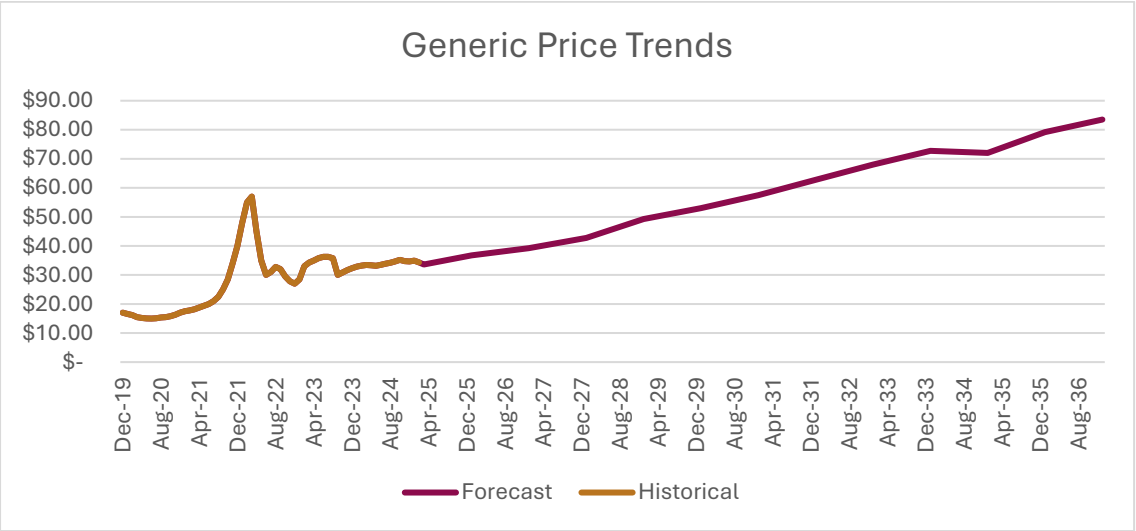
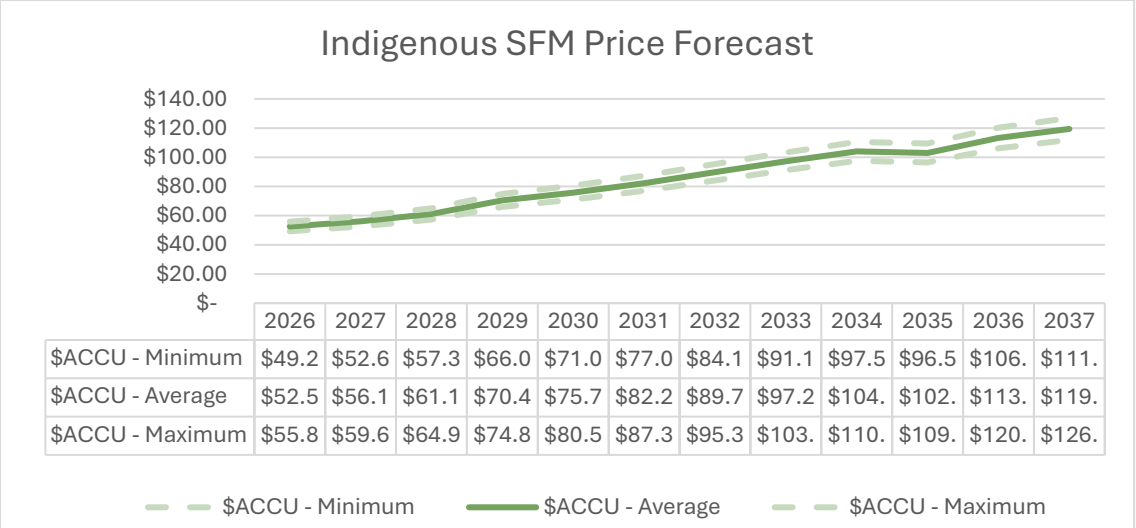


Figure 13- Indigenous SFM Price Forecast



	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
$ACCU - Minimum	$49.2	$52.6	$57.3	$66.0	$71.0	$77.0	$84.1	$91.1	$97.5	$96.5	$106.	$111.
$ACCU - Average	$52.5	$56.1	$61.1	$70.4	$75.7	$82.2	$89.7	$97.2	$104.	$102.	$113.	$119.
$ACCU - Maximum	$55.8	$59.6	$64.9	$74.8	$80.5	$87.3	$95.3	$103.	$110.	$109.	$120.	$126.

Section 3.2: Financial Model Evaluation

Overview and Analytical Framework

The financial model projects performance under the 2015 and 2025 methods over the next 13 years (2025-2037). The model utilises scenario analysis, presenting minimum, average, and maximum income cases to quantify potential variability in outcomes. It forecasts key financial metrics including income derived from the

[2] DCCEEW projections include a 2% CPI

Indigenous SFM ACCUs, itemised expenditures, and resulting profitability indicators.

Project Financial Architecture

The model covers project revenue and costs from 2025 to 2037, and to 2051 under the 2025 method to factor for activities until the end of the permanence period.

Table 7 – Real Project Annual Expenses

	2015 Method	**2025 Method**
EDS Operations	$150,000	$250,000
LDS Firefighting Reserve	$33,333*	$50,000
Audit costs**	$30,000	$36,000
Method transfer costs: - New vegetation map - FPIC & EIH consents	N/A	 $50,000 $100,000
Annual average LRF costs (2026-2032)	N/A	$659,834
Fire ops cost over extended permanence period (2037-2051***)	N/A	$150,000 (EDS) + $33,333 (LDS)

*****Based on $100,000 expended triennially.
**Audits expected in 2027 and 2036
***The permanence period is expected to conclude in mid-2052. However, as no expenses or income were projected for that year, the project's financial estimates have been calculated up to 2051

Table 8 – Real Summary of Project Financials under each model – Price increase

	2015 Method		2025 Method		
	Stat. Model	Major LDS	RFQ	Stat. Model	Major LDS
Revenue					
Average annual revenue (2025-2037)	$2,399,467	$1,956,448	$3,495,558	$10,871,092	$9,205,575
Cumulative revenue until 2027	$4,007,190	$4,007,190	$12,680,499	$22,315,316	$22,287,687
Cumulative revenue until 2032	$14,880,897	$11,455,488	$26,710,249	$76,814,029	$66,461,072
Cumulative revenue until 2037	$31,193,077	$25,433,820	$45,442,249	$141,324,191	$119,672,479
Expenses					
Average annual expenses (2025-2036)	$188,333	$188,333	$693,681	$693,681	$693,681
Average annual expenses (2037-2051)	N/A	N/A	$183,333	$183,333	$183,333
Profit					
Cumulative Returns in 2027	$3,427,191	$3,427,191	$9,959,996	$19,594,813	$19,567,184
Cumulative Returns in 2032	$13,384,233	$9,958,824	$19,622,077	$69,725,857	$59,372,901
Cumulative Returns in 2037	$28,933,081	$23,173,824	$36,934,744	$132,816,686	$111,164,974
Cumulative Returns in 2051	N/A	N/A	$34,368,082	$130,250,024	$108,598,312

Table 9 – Nominal Summary of Project Financials under each model – Price increase

	2015 Method		2025 Method		
	Stat. Model	Major LDS	RFQ	Stat. Model	Major LDS
Revenue					
Average annual revenue (2025-2037)	$2,399,467	$1,956,448	$3,495,558	$10,871,092	$9,205,575
Cumulative revenue until 2027	$4,007,190	$4,007,190	$12,680,499	$22,315,316	$22,287,687
Cumulative revenue until 2032	$14,880,897	$11,455,488	$26,710,249	$76,814,029	$66,461,072
Cumulative revenue until 2037	$31,193,077	$25,433,820	$45,442,249	$141,324,191	$119,672,479
Expenses					
Average annual expenses (2025-2036)	$216,672	$216,672	$774,197	$774,197	$774,197
Average annual expenses (2037-2051)	N/A	N/A	$294,756	$294,756	$294,756
Profit					
Cumulative Returns in 2027	$3,411,808	$3,411,808	$9,874,704	$19,509,521	$19,481,892
Cumulative Returns in 2032	$13,247,759	$9,822,351	$18,984,955	$69,088,735	$58,735,778
Cumulative Returns in 2037	$28,593,015	$22,833,759	$35,905,326	$131,787,268	$110,135,556
Cumulative Returns in 2051	N/A	N/A	$31,730,548	$127,612,490	$105,960,778

Table 10 – Real Summary of Project Financials under each model – No Price increase ($55/ACCU)

	2015 Method		2025 Method		
	Stat. Model	Major LDS	RFQ	Stat. Model	Major LDS
Revenue					
Average annual revenue (2025-2037)	$1,568,458	$1,255,918	$2,614,313	$7,433,260	$6,421,120
Cumulative revenue until 2027	$4,148,754	$4,148,754	$12,673,567	$22,119,466	$22,092,379
Cumulative revenue until 2032	$12,018,068	$9,671,466	$24,361,067	$63,321,587	$56,158,468
Cumulative revenue until 2037	$20,389,954	$16,784,904	$33,986,067	$96,632,381	$83,474,558
Expenses					
Average annual expenses (2025-2036)	$188,333	$188,333	$693,681	$693,681	$693,681
Average annual expenses (2037-2051)	N/A	N/A	$183,333	$183,333	$183,333
Profit					
Cumulative Returns in 2027	$3,568,755	$3,568,755	$9,953,064	$19,398,963	$19,371,876
Cumulative Returns in 2032	$10,521,404	$8,174,802	$17,272,895	$56,233,416	$49,070,296
Cumulative Returns in 2037	$18,129,958	$14,524,908	$25,478,562	$88,124,876	$74,967,053
Cumulative Returns in 2051	N/A	N/A	$33,661,485	$129,543,427	$107,891,715

Table 11 – Nominal Summary of Project Financials under each model – No Price increase ($55/ACCU)

	2015 Method		2025 Method		
	Stat. Model	Major LDS	RFQ	Stat. Model	Major LDS
Revenue					
Average annual revenue (2025-2037)	$1,838,976	$1,441,546	$2,922,809	$8,578,603	$7,360,005
Cumulative revenue until 2027	$4,262,638	$4,262,638	$13,163,331	$23,087,429	$23,058,970
Cumulative revenue until 2032	$13,177,154	$10,484,935	$25,668,189	$68,956,931	$60,758,111
Cumulative revenue until 2037	$23,906,684	$19,603,546	$37,996,516	$111,521,845	$95,680,066
Expenses					
Average annual expenses (2025-2036)	$216,672	$216,672	$774,197	$774,197	$774,197
Average annual expenses (2037-2051)	N/A	N/A	$294,756	$294,756	$294,756
Profit					
Cumulative Returns in 2027	$3,667,255	$3,667,255	$10,357,537	$20,281,634	$20,253,176
Cumulative Returns in 2032	$11,544,017	$8,851,798	$17,942,895	$61,231,637	$53,032,817
Cumulative Returns in 2037	$21,306,622	$17,003,484	$28,459,593	$101,984,922	$86,143,143
Cumulative Returns in 2051	N/A	N/A	$31,023,951	$126,905,893	$105,254,181

Assumptions:

- Income is derived from ACCU sales, incorporating the Indigenous SFM premium from years 2025 to 2037 as per Figure 13.
- The model assumes 100% of ACCUs generated in a reporting period are sold within the corresponding projection year.
- Future price escalation is factored in, but the potential strategy of staggering sales to capture higher future prices (while accounting for vintage discounts) is noted but not included in the models.
- Under the 2025 models, ACCUs issued between 2027 and 2032 are subject to the LRF contract, under which 12,500 ACCUs per year will be sold to the LRF at $88 each. The remaining ACCUs are projected to be sold with the forecasted prices as Figure 13.
- No NPV, tax, or depreciation is applied. All figures represent earnings before interest, tax, depreciation, and amortisation.
- 2.5% Inflation, in line with RBA target rates.

Section 3.3: Risk Management

Building upon the market analysis (Section 3.1) and the financial model evaluations (Section 3.2), this section synthesises the key risks associated with the Oriners & Sefton Savanna Fire Management Project, particularly concerning the potential transition to the method and the fulfilment of LRF co-benefit commitments. It provides a framework for understanding the risk landscape, offers guidance on strategically positioning the project, and presents recommendations focused on financial risk mitigation and operational resilience.

Key Risk

The transition to the 2025 method integrated with LRF participation introduces significant opportunities but also elevates the project's risk profile:

1. **Methodological Complexity:**
   - Uncertainty around final method design affects ACCU yield forecasts.
   - Sequestration adds permanence risks (e.g. from fire), requiring advanced fire management.
   - Potential delays in method finalisation pose timeline risks.
2. **Co-benefit Assurance:**
   - LRF requires rigorous third-party verification (e.g. AfN) of environmental and social co-benefits.

- Failure to meet standards could cause contractual and reputational issues.
- Monitoring, reporting, and verification (MRV) requirements are complex and costly.

3. **Market and Financial Risk:**
   - Exposure to fluctuating ACCU prices and potential erosion of Indigenous premium.
   - LRF contract pricing provides partial certainty but may underperform future market rates.
   - Risks of cost overruns and inaccurate financial assumptions remain high.
4. **Operational Challenges:**
   - Remote project location brings logistical and staffing difficulties.
   - Integration with existing pastoral operations requires careful coordination.
5. **Regulatory and Stakeholder Sensitivities:**
   - Vulnerable to policy changes and Native Title dynamics (e.g. PBC relationships, ILUA terms).
   - Sustaining strong PBC engagement is critical to project success and LRF compliance.

Risk Matrix

To aid in prioritising efforts, the identified risks have been assessed using a 5x5 matrix framework (**Likelihood** ranging from 1-Rare to 5-Almost Certain; **Impact** ranging from 1-Insignificant to 5-Severe). Risks are grouped below based on their resulting level, derived from the product of likelihood and impact scores.

Figure 14 - Risk Matrix



- **Extreme/Very High Risk (Score 17-25):** No risks assessed at this level.
- **High Risk (Score 10-16): Requires proactive mitigation and robust contingency planning**
  - **M1:** Inaccurate ACCU Yield Projections (2025 Method): Likely (4) x Major (4) = 16. Directly affects revenue and LRF contract feasibility.
  - **F1:** ACCU Market Volatility: Likely (4) x Significant (3) = 12. Price and premium uncertainty pose a major threat to financial returns.
  - **M2:** Carbon Sequestration Permanence Loss: Moderate (3) x Severe (5) = 15. Potential for significant ACCU relinquishment liability.
  - **F3:** Erosion of Indigenous Savanna Premium: Unlikely (2) x Severe (5) = 10. Significantly impacts overall project profitability.
  - **O1:** Logistical Challenges (Remote Location): Almost Certain (5) x Minor (2) = 10. Operational delays and cost increases are highly probable.
  - **R1:** Adverse Regulatory/Policy Changes: Moderate (3) x Major (4) = 12. Potential for major disruption if they occur.
  - **S1:** Stakeholder Misalignment (PBCs): Moderate (3) x Severe (5) = 12. Potential for major disruption to operations and LRF compliance.
- **Medium Risk (Score 5-9): Requires active management and budget control**
  - **C3:** Inadequate Demonstration of First Nations Co-benefits: Unlikely (2) x Major (4) = 8. High impact on LRF compliance and PBC relations.
  - **F5:** Inaccurate Initial Financial Modelling: Unlikely (2) x Major (4) = 8 Could mean the fundamental investment case is flawed.
  - **C2:** Higher-than-anticipated MRV Costs/Difficulty: Moderate (3) x Significant (3) = 9. Affects profitability and resource allocation.
  - **C1:** Failure to meet LRF Co-benefit Verification: Unlikely (2) x Major (4) = 8. Threatens LRF revenue, reputation, and market premium.
  - **M3:** Delays in 2025 Method Finalisation: Moderate (3) x Significant (3) = 9. Impacts project timelines.
  - **M4:** Increased Operational Complexity (Dual Objectives): Moderate (3) x Significant (3) = 9. Requires careful planning and resource allocation.
  - **F2:** Opportunity Cost (Fixed LRF Price): Unlikely (2) x Significant (3) = 6. Potential loss of upside if market prices rise substantially.
  - **F4:** Operational/Assurance Cost Overruns: Unlikely (2) x Significant (3) = 6. Impacts budget adherence and cash flow.

    - **O2:** Difficulty Recruiting/Retaining Staff: Moderate (3) x Significant (3) = 9. Can lead to delays and increased operational costs.
    - **R2:** Evolving Native Title Landscape: Unlikely (2) x Major (4) = 8. Requires monitoring due to potential high impact if realised.
- **Low Risk (Score 3-4): Requires standard monitoring and controls**
    - **O3:** Interference between Carbon & Pastoral Operations: Unlikely (2) x Minor (2) = 4. Should be manageable with appropriate coordination.
- **Very Low Risk (Score 1-2):** No risks assessed at this level.

The assessment highlights that the project faces two Extreme/Very High risks (M1, F1) demanding immediate and paramount strategic attention. A significant cluster of High-rated risks (M2, C1, C3, F3, F5, O1, R1, C2, S1) require dedicated mitigation plans and robust contingency measures as central elements of the project strategy. The Medium and Low risks necessitate standard operational management and monitoring.

This visualisation underscores that several risks with potentially high financial or contractual impacts sit in the medium likelihood space, demanding proactive mitigation and robust contingency planning as central elements of the project strategy.

Conclusions

Section 1: Method Model and Comparison

The 2025 method is projected to deliver a substantial increase in ACCU yields compared to the 2015 method, with total credits expected to reach 1,691,154 ACCUs issued from 2026 to 2037, over four times more than the 349,928 ACCUs estimated under the 2015 method. This increase is primarily driven by the addition of sequestration credits. Even when accounting for major LDS events, cumulative ACCU yields under the 2025 method remain approximately four times higher than those under the 2015 method, highlighting the enhanced crediting potential of the new approach.

Section 3.1: Market Analysis and Premium Assessment

The ACCU market shows a positive but complex growth path, driven by Safeguard Mechanism obligations and rising voluntary demand for high-integrity offsets with strong co-benefits. Indigenous Savanna Fire Management (SFM) credits consistently attract a price premium due to their cultural, social, and environmental value. Projects with certified co-benefits under AfN are well-positioned for future market alignment, particularly for LRF compliance.

Maximising market value will depend on strong project design and clear, verified reporting of co-benefits. Although the Indigenous premium is established, future pricing may increasingly depend on impact quality and verification.

The market is evolving rapidly. New opportunities (e.g. Nature Repair Market) and risks (e.g. supply increases under the new savanna method) could affect future premiums. As a result, ongoing monitoring of policy, market trends, and buyer preferences is critical for making informed, strategic decisions and maintaining long-term project value.

Section 3.2: Financial Model Evaluation

The financial modelling based on the provided table data yields several insights:

- **Revenue Growth:** While the project under the 2015 method shows strong, consistent revenue growth, transitioning to the 2025 method and undertaking the LRF PIA, will generate significant additional value, particular in 2027 from the sale of cumulative sequestration ACCUs, and throughout

the PIA delivery where a higher price will be achieved for a portion of the ACCUs.

- **Cost Disparity:** The 2025 method carries a substantially higher cost burden, particularly in the first years due to method transition costs and LRF compliance and transition activities. This will impact cash flow in calendar years 2025 and 2026.
- **Profitability Trajectory:** The Oriners & Sefton project shows financial viability under both the 2015 and 2025 methods. The 2025 Method, incorporating LRF delivers superior ACCU yields and profitability. Sequestration credits drive performance differential, even with major fire events, with no ACCU price increase over the years and (Table 9) and costs of fire operations extended over the permanence period.
- **Long-term Financial Viability:** The financial model demonstrates clear financial viability under both methods, with higher returns under the 2025 method (and LRF contract). Projected revenues comfortably exceed the defined method transition, operational and LRF assurance costs, generating robust positive cash flows and a strong positive NPV across all scenarios.

Section 3.3: Financial Strategy and Risks Management

Transitioning to 2025 Method creates operational complexity and elevated risks: methodological uncertainties, carbon permanence obligations, stringent LRF co-benefit verification through Accounting for Nature, and market volatility exposure. LRF provides price security at A$88/ACCU for 12,500 units annually but constrains upside capture if Indigenous premium ACCUs exceed contractual pricing. Market premium maintenance requires robust MRV implementation.

Severe fires pose a significant risk to carbon stocks over the permanence period. To mitigate this, ongoing fire management and maintaining a reserve of at least 50,000 ACCUs are recommended in case relinquishment is required due to carbon loss. However, with continued fire operations, negative abatement is unlikely until the end of the permanence period. Over 13 years of project implementation, carbon stocks have increased, even with major fires, demonstrating that consistent fire management enhances ecosystem resilience and carbon sequestration outcomes. Under the new method requirements and LRF commitments, further improvements are expected.

Recommendations

KASC is well-positioned to transition the Oriners & Sefton project to the 2025 Method, offering higher long-term returns through a more robust carbon model. However, this comes with increased risks, complexity, and costs. The decision should align with the Council's risk appetite and operational capacity, supported by a strong understanding of the project's risk profile and ongoing monitoring of carbon market and policy developments.

1. Method Transition

KASC should base its decision to adopt the 2025 Method on the following key considerations:

- **Financial Viability**: This report shows stronger long-term profitability under the 2025 Method.
- **Risk Appetite**: The Council must assess its tolerance for uncertainty, including evolving methodologies, market fluctuations, and the upfront and ongoing costs of LRF compliance.
- **Eligible Interest Holder (EIH) Consents**: Securing EIH consents is essential for method transition. While some Cape York project proponents are considering ILUAs, this can be time-consuming and costly. KASC should aim to engage directly with all relevant parties to gain consent.
- **Carbon Stock Risk**: The risk of carbon loss is a critical concern. Ongoing fire operations and maintaining an ACCU reserve over the permanence period are essential risk mitigation measures. If sequestration-related risks are considered too high, transitioning to the 2025 Method for avoidance-only activities should be evaluated, provided this aligns with LRF requirements.

2. Financial and Market Considerations

- **Market Risk Management**: Explore tools like forward sales or hedging to manage non-LRF ACCU exposure, balancing price certainty with market opportunities. Regular monitoring of policy, climate, and market changes should inform adaptive strategies.
- **Value Proposition Strengthening**: To support price premiums and investor confidence, clearly connect premium claims to robust MRV evidence. The

project's unique strength lies in delivering measurable environmental, social, and First Nations benefits.

- **Budget Discipline**: Maintain strong financial controls and set aside contingency funds to handle unforeseen costs and support long-term sustainability.

3. Technical and Operational Capacity

- **Internal Capability Building**: Invest in staff training, operational systems, and clear protocols to manage increased technical complexity.
- **Execution and Risk Management**: Effective planning and implementation will be crucial to meet the demands of the 2025 Method, LRF requirements, and project delivery. Commitment to adaptive management, skilled personnel, and appropriate systems will position KASC competitively.

4. Co-Benefit and LRF Assurance

- **Early Assurance Engagement**: Begin early conversations with LRF assurance providers to clarify compliance requirements, timelines, and cost implications.
- **MRV System Development**: Allocate resources to develop MRV systems that meet LRF and market expectations



Gondwana
Carbon

ORINERS-SEFTON CULTURE, CARBON, AND CO-BENEFITS PROJECT – CO-BENEFIT REVIEW



Gabrielle Davidson, September 2025

LANDSCAPE
ECOLOGICAL SERVICES

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ABBREVIATIONS

ACCU – Australian Carbon Credit Unit

AfN – Accounting for Nature

CYP – Cape York Peninsula

EIH – Eligible Interest Holder

FTE – Full-Time Equivalent

GC – Gondwana Carbon

KASC – Kowanyama Aboriginal Shire Council

LRF – Land Restoration Fund

LDS – Late Dry Season (fire)

MRP – Monitoring and Reporting Plan

MRV – Monitoring, Reporting and Verification

OSEF – Oriners–Sefton

PIA – Project Investment Agreement

RNTBC – Registered Native Title Body Corporate

SavCAM – Savanna Carbon Abatement Model

SFM – Savanna Fire Management

TOs – Traditional Owners

ORINERS-SEFTON CULTURE, CARBON, AND CO-BENEFITS PROJECT

EXECUTIVE SUMMARY

- The Oriners-Sefton Culture, Carbon and Co-benefits project is a six year contract with the Land Restoration Fund with a high combined ACCU and co-benefit purchase price (relative to the current market) if evidence of positive Socio-economic, First Nation and Environmental outcomes (co-benefits) is provided.
- Evidence for Socio-economic and First Nations outcomes is provided annually through Smarty Grants reporting. Evidence for Environmental outcomes requires monitoring and an 'Environmental Account' with a group called *Accounting for Nature.*
- Total budgeted LRF expenditure is 70% of LRF funding over the project lifespan.
- The project is cash flow positive once underway, but key costs including carbon method transfer, Eligible Interest Holder consent, and ideally some environmental work must be incurred *prior* to official commencement.
- Consent processes can be resource intensive and time-consuming but are required before the project can start.
- Environmental monitoring work would ideally also begin in the pre-start year, with an indicative upfront investment of ~$200,000.
- Total LRF expenses are less than 9% of combined LRF and carbon project revenue, once increased ACCU yields are included (using the 2025 method with late fires scenario, and a fixed ACCU price of $55, as per Table 9 of the Gondwana Carbon report).
- Low baseline cost of LRF Co-benefit delivery (relative to total revenue) create opportunities for strategic re-investment, particularly in employment, engagement, and governance to support smooth implementation and strong RNTBC relations. This may also support better outcomes for the 2025 carbon method.
- Tools provided with this report include modifiable co-benefit costings, a time budgeting spreadsheet, and a partially completed Monitoring and Reporting Plan.
- Key risks associated with the LRF project are identifiable, and relatively low-impact compared to broader uncertainties tied to transitioning to the 2025 carbon method.
- Participation in the LRF provides a structured, funded pathway into key aspects of the new method – embedding stronger land management and active oversight at OSEF, which in turn improves the likelihood of successful long-term carbon outcomes.

1. INTRODUCTION AND PURPOSE

This report provides a consolidated overview of key workstreams undertaken to date under KASC's Co-benefit Modelling and Advisory contract. Its primary purpose is to support informed Council decision-making regarding the Oriners–Sefton Culture, Carbon and Co-benefits Project under the Land Restoration Fund.

The report introduces technical workstreams and decision making tools developed to assess and support the project. Rather than reproduce or describe these in full, it contextualises them, highlighting key interactions, dependencies, and outstanding uncertainties. The focus is

on Socio-economic and First Nations co-benefits. Environmental elements are acknowledged but summarised only to the extent necessary to inform planning and budgeting decisions.

Importantly, this document is not a final Monitoring and Reporting Plan (MRP) nor a comprehensive project record, particularly with respect to environmental analysis. It is intended to:

- Provide Council and partners with sufficient clarity to assess feasibility and risk;
- Enable alignment between planning, governance, and contracting timelines; and
- Invite feedback on recommended delivery pathways prior to finalisation.

Where detailed tools, or other key supporting documents exist, or have been developed for this work, this report introduces them and explains their purpose rather than restating their contents. It's aim is to provide appropriate context for decision support, describe key interactions between technical outputs, and highlight key assumptions and uncertainties in the technical outputs.

TECHNICAL OUTPUTS

Key workstreams associated with this report are:

1. A year by year financial budget for the co-benefits (with annualised costs used in the Gondwana Carbon report)
2. A time budget that breaks up different work required on the project year by year and allocates it to key socioeconomic co-benefit categories (Indigenous and non-Indigenous employment.
3. Early drafting of a Monitoring and Reporting Plan template document, and the identification of key requirements for completion.
4. A series of mapping layers and data visualisations that feeds into a sampling plan for use in environmental co-benefit verification under AfN.

These tools outline a credible and realistic path and budget for achieving the LRF project outcomes, but are best considered initial work to build on if the project proceeds, rather than final guides. Each of these workstreams and the associated outputs are discussed further in Part *3. Workstreams and decision support tools.*

BASIC PROJECT STRUCTURE

In essence, co-benefits are positive outcomes beyond climate mitigation associated with carbon projects. The LRF has committed to a high combined carbon and co-benefit price for the OSEF project if particular activities seen to generate these positive outcomes are carried out and reported on. In practice most OSEF co-benefits overlap, in that one activity often covers many co-benefit classes. To aid in interpreting the more technical descriptions of co-benefits throughout the rest of this section of the report, a simple schematic of the co-benefits OSEF has committed to in the PIA is shown in Figure 1.

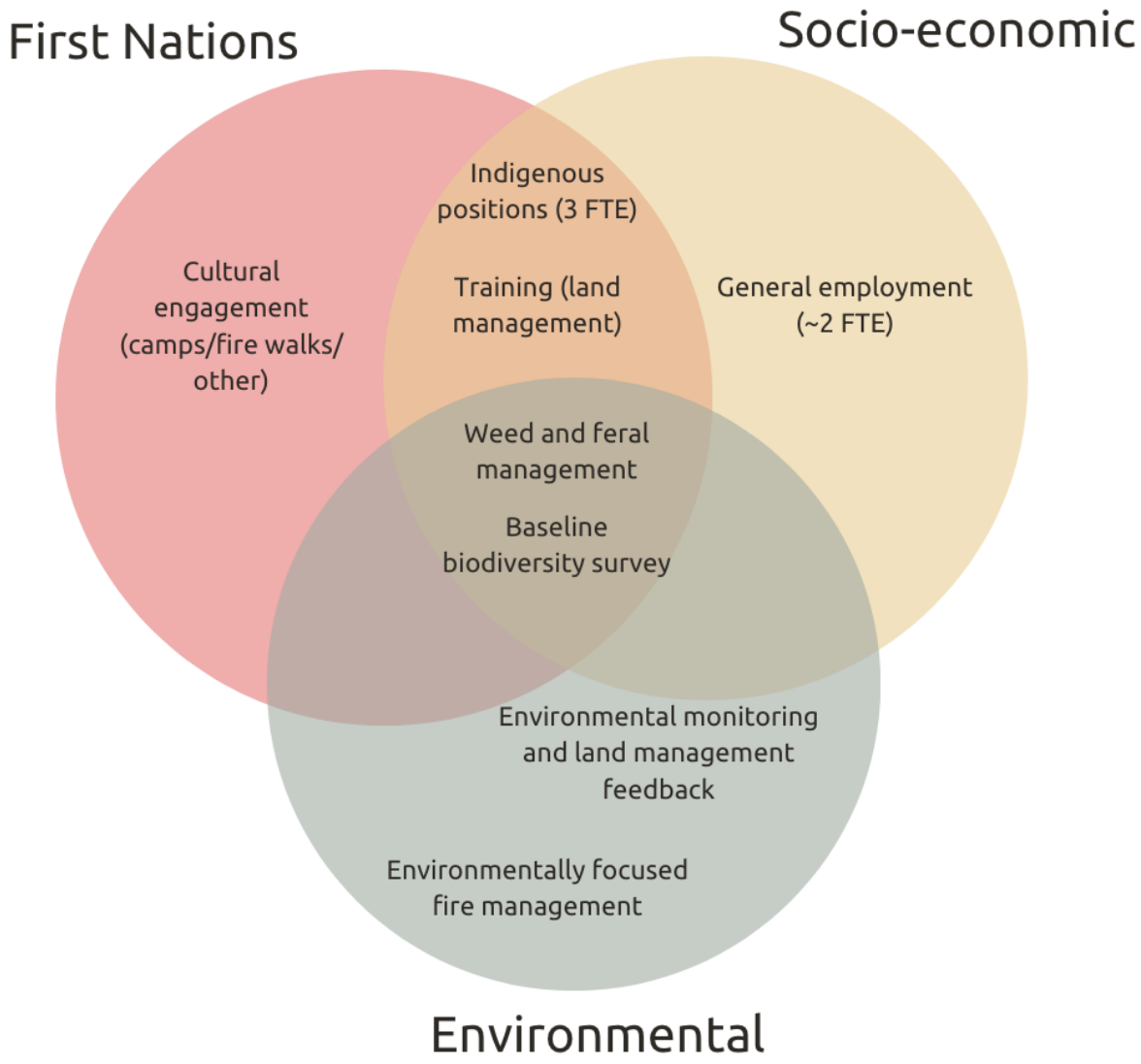


FIGURE 1. SCHEMATIC OF CO-BENEFIT ACTIVITIES COMMITTED FOR THE OSEF PROJECT IN THE THREE MAIN CO-BENEFIT CLASSES (SOCIO-ECONOMIC, FIRST NATIONS, ENVIRONMENTAL) AS DEFINED BY THE LRF.

Note that further overlap between the co-benefit categories is both anticipated and desirable (for example TOs and/or rangers should be involved in environmental monitoring). Not committing to overlaps improves flexibility and simplifies annual reporting, however. Further information on what counts as a co-benefit activity, and how they are reported on can be found in section 2.

In order for the OSEF project to officially commence, conditions precedent in the PIA must be met. The key conditions that are slightly difficult to meet are transition to a new carbon project method (with new Eligible Interest Holder consents required) and agreement on a Monitoring and Reporting Plan (MRP) with the LRF. Both can be time consuming and involve extensive negotiation. A focused discussion of the MRP can be found in section 3.3.

Once commenced, the LRF has committed to a one-off upfront payment, annual payments after receiving the co-benefit report, and annual payments for ACCUs on delivery. Further details of project costs and cash flow can be found in section 3.1.

For environmental co-benefits, third party verification is required to demonstrate outcomes. In practise this means developing and maintaining an 'Environmental Account' with a group called Accounting for Nature (see section 2. *Environmental co-benefits* for further details of AfN requirements). While the costs to carry out AfN monitoring and develop the account are only a small part (13%) of the overall LRF project budget, some of them are best incurred prior to project commencement and cash flow starting. The first stages of the work required to develop an AfN account were carried out during this consultancy, as they were necessary to budget environmental monitoring work. A description of this work is included in section 3.4.

Project management and planning work will also be required pre-project start, in order to negotiate consents for the new carbon method, negotiate with the LRF about the Monitoring and Reporting Plan, and make sure other project activities can start efficiently in the first actual project year.

Once the project has commenced, the recommended annual activities are ranger work, maintenance of OSEF roads and infrastructure, weed and feral animal management, environmentally focused fire management, and ongoing coordination and administrative management work. Other important activities occur more intermittently, as shown in Figure 2.

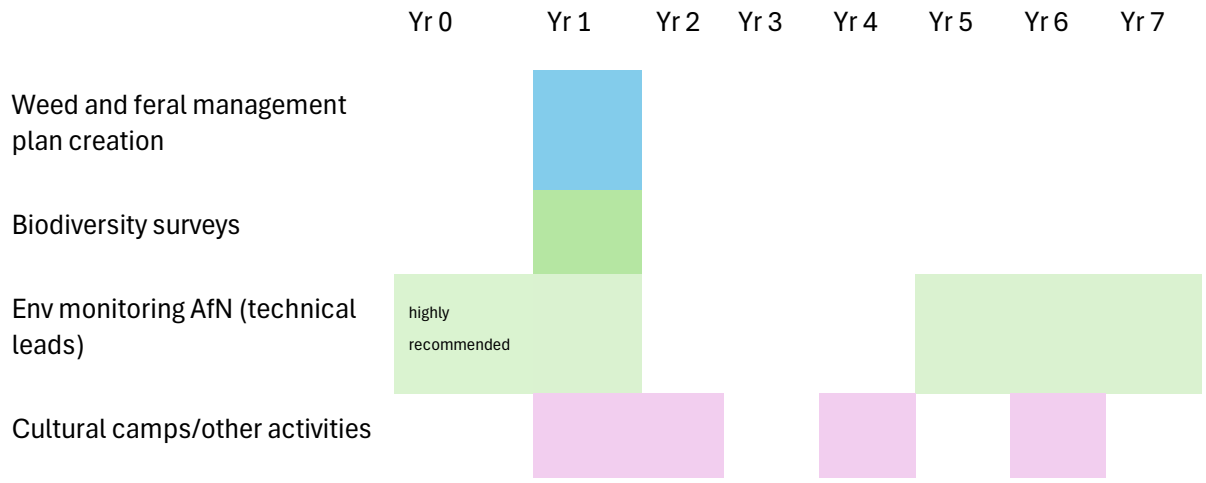


FIGURE 2. TIMELINE OF INTERMITTENT PROJECT ACTIVITIES.

Section 3.2 provides details of a time budget aligned to both the annual work program and the intermittent activities.

2. FRAMEWORK FOR CO-BENEFIT DELIVERY AND VERIFICATION

Co-benefit classes are defined in the Land Restoration Fund Co-benefit Standard ('The Standard,' Version 1.4, March 2023). This document also states what kind of activities are considered to provide co-benefits under the various classes, and in some cases where these activities must occur. Finally, the Standard details how co-befits are reported on, and what kind of evidence is required.

This report will only address and provide an overview of delivery and verification requirements for co-benefits applicable to OSEF. These were initially selected in the project application, and committed to in the Project Investment Agreement (PIA) (Table 1). More detailed information on eligibility for Socio-economic and First Nations co-benefits is included in Appendix 1. However, in essence, First Nations co-benefits occur when Indigenous people benefit from or participate in the project, Socio-economic co-benefits are associated with employment, skills development, and cash inflow into remote and poorly serviced areas, and Environmental co-benefits require improvement of environmental condition in particular areas.

TABLE 1. CO-BENEFITS APPLICABLE TO THE KASC OSEF PROJECT.

Category	Co-benefit class	Relevance	Verification framework
Environmental	Wetlands		Via AfN
	Threatened ecosystems		Via AfN
	Threatened species (wildlife)		Via AfN
	Native vegetation		Via AfN or the MRP and annual reports
Socio-economic	Employment and skills		Via the MRP and annual reports to the LRF
	Local and community		Via the MRP and annual reports to the LRF
First Nations	Location		Via the MRP and annual reports to the LRF
	Participation		Via the MRP and annual reports to the LRF

KEY VERIFICATION AND REPORTING NEEDS

The Land Restoration Fund (LRF) requires all co-benefit claims to be verified, and links annual co-benefit payments to that verification. The verification approach depends on the type of co-benefit being claimed (Table 1). For the co-benefits applicable to the OSEF project, there is a key distinction between verification and reporting needs for environmental vs First Nation and Socio-economic co-benefits. For fire management carbon projects, all

environmental co-benefits (except Native Vegetation) must be verified through Accounting for Nature, using an accredited method.

For Socio-economic and First Nations co-benefits, reporting is directly to the LRF via annual co-benefit reports, submitted through Smarty Grants. These cover defined reporting periods and are linked to the annual co-benefit payments. The annual forms are individualised to suit the particular project, and the overarching document that defines the structure and nature of the reporting is the Monitoring and Reporting Plan (MRP). First Nations co-benefits can also optionally be verified through the Aboriginal Carbon Foundation's *Core Benefit Verification Framework*, however proponent led verification is recommended for OSEF.

SOCIOECONOMIC AND FIRST NATIONS CO-BENEFITS

Proponent-led verification remains highly structured, with the structure defined by the online reporting template (Smarty Grants form) and the Monitoring and Reporting Plan (MRP). Further details of this key document are provided in the *3.3 Monitoring and Reporting Plan*. Broadly however, Co-benefit reporting will require describing the activities undertaken, and providing evidene of them.

Some flexibility year to year is likely achievable, however the broad form of co-benefit activities, their timing, and the evidence that will be submitted to demonstrate them is defined in the Monitoring and Reporting Plan. The LRF provides a template of this plan to projects, who then complete it and return it to the LRF. LRF approval of the MRP is a condition precedent for the Project Investment Agreement to become active, and the project proper and payments to commence.

Various documentation may be used to meet evidence requirements for Socio-economic and First Nations co-benefits. Examples are listed in Appendix 1.

ENVIRONMENTAL CO-BENEFITS

Savanna Fire Management Projects must use a third party assurance method for all environmental co-benefits claimed except Native Vegetation. In practise, this means registering and maintaining an Environmental Account under the Accounting for Nature (AfN) standard.

To achieve environmental co-benefits, projects must improve condition of ecosystems associated with the different environmental co-benefit classes. The Co-benefit Standard explicitly describes how the different classes are defined, and these definitions have been used in the mapping and spatial planning workstream described in Section 3.4 of this report.

In addition to monitoring, activities must be undertaken in the defined areas to enhance condition. The key activities that can be undertaken for the OSEF project are:

- Improved fire management and
- Feral and/or weed management.

The condition of the co-benefit areas must be documented in an active AfN account over the life of the project. Registering and maintaining an AfN account requires

- An approved method (e.g., V:14 Method to Monitor Environmental Condition of Savanna Environments in the Monsoonal Tropics) linked to specific indicators and sampling protocols
- A baseline condition assessment (initial monitoring)
- Reference condition data
- Ongoing monitoring and updates
- Provision of supporting information in an Information Statement
- Regular technical verification (by AfN) or third party audit of the environmental account
- Payment of relevant fees for account maintenance and verification to AfN

The LRF Co-benefit Standard sets certain criteria that will apply to the AfN account, and all environmental co-benefit claims. For example, Accounts must use Accuracy Level 1 or 2 and be third party audited, and under specific circumstances, accounts of soil condition (as well as vegetation condition) are required. These criteria are not exhaustively replicated in this report, however they have been considered during the initial environmental assessment, and a list of recommended departures from the standard have been included in the Draft Monitoring and Reporting Plan template (see Section 3).

3. WORKSTREAMS AND DECISION TOOLS

The co-benefit modelling and budgeting work requested by the council has required an integrated, multi-part approach, and a variety of interacting tools and documents have been developed during the process. Section 3 introduces these tools, with a focus on highlighting key uncertainties or potential material impacts, rather than summarising their outputs. It should be used as a supplementary guide for interpreting them.

TABLE 2. ALIGNMENTS AND DEPENDENCIES BETWEEN KEY WORKSTREAMS. CHANGES IN THE STATUS OF ANY ONE OF THESE DOCUMENTS (FOR EXAMPLE THE NATURE OF THE ROLES IN THE TIME BUDGET) MAY HAVE FLOW ON IMPLICATIONS (FOR EXAMPLE, IN HOW ACTIVITIES ARE DESCRIBED IN THE MRP).

Item	Purpose	Interactions/ dependencies	Status
Co-benefit financial budget	Costing of effort to achieve and verify co-benefits.	All other co-benefit workstreams.	*Budget is credible but modifiable. Current sostings are integrated into GC report.*
Time budget	Links co-benefit activities with project delivery needs *and functional roles* across project lifespan	Informs the financial budget and MRP	Working tool provided with this report.
Initial environmental monitoring plan	Required to assess the *costs of* environmental *monitoring*. Mirrors the initial stages of AfN account development	Informs the financial budget	*Completed as far as possible via desktop review.* No downstream dependencies outstanding at this stage.
Draft MRP	The MRP defines co-benefit timelines and reporting, and departures from the standard	Crucial document for linking project activities to co-benefit payments	*Key departures recommended are highlighted in this report. Early stage drafting commenced, but substantial further work and negotiation with the LRF required if project proceeds.*

3.1 FINANCIAL BUDGET (2025-2032)

A whole of project co-benefit budget, outlining estimated annual costs for delivering Environmental, Socio-economic and First Nations co-benefits has been prepared.

This budget:

- Features annual allocations mapped to realistic delivery timelines.
- includes year 7 (to meet final reporting requirements)
- Uses the co-benefits committed to in the PIA as its primary categorical framing
- Does not include 'standard' SFM fire management costs.
- Does include additional fire management needs associated with achieving environmental co-benefits.
- Embeds helicopter and road access considerations for environmental monitoring within costings

The figures within the co-benefit budget were derived by:

- estimation from informal quotes (e.g. for helicopter wet hire, environmental, spatial, fire and land management work),
- capping to expenses stated in the project application (e.g. employment costs).
- For environmental monitoring, expenses are based on overall number of plots, percentage of plots that are road accessible, percentage that are helicopter accessible, monitoring team time, and access costs.

Limitations:

This report recommends some activities currently in year 1 are moved to a pre-start year. Costs for this have been estimated (see *Setup Costs*) but are not integrated into the summary tables or provided spreadsheet. The budget also assumes flat annual employment costs, as per the PIA. The time budget (see section 3.2) provides a more nuanced breakdown of year-to year needs, and if the recommendations there are adopted would change year to year employment costs.

Many co-benefit activities in the current budget are capped based on an assumption that LRF funding represents the principal revenue source. However, under scenarios where ACCU returns from the 2025 method significantly exceed previous projections (as indicated in the Gondwana Carbon Report), there is scope — and justification — to scale up investment, particularly in areas such as Indigenous employment, cultural activities, and governance support.

This report does not recommend specific increases at this stage, but flags that the current budget should be viewed as a baseline framework, not a ceiling.

BUDGET FIGURES

A breakdown of expenses for the LRF project delivery is given in Table 3, with indicative cashflow in Table 4. Budgeted co-benefit expenses represent 70% of total LRF project value, and less than 10% of total forecast project revenue within the LRF timeframe if LRF and a conservative 2025 carbon method scenario are applied.

TABLE 3. SUMMARY OF CO-BENEFIT EXPENSES.

Item	Total cost	Percent budget
Additional co-benefit delivery*	$ 772,000	17%
Additional fire related co-benefit delivery costs (excludes current SFM spending)	$ 463,000	10%
Other AfN costs	$ 211,970	5%
Helicopter monitoring	$ 291,040	6%
Ground monitoring	$ 90,829	2%
Employment, training, and project management	$ 2,790,000	60%
Total project expenses	$ 4,618,839	

LRF PIA (Investment) value	$ 6,562,500	142%

*Cultural engagement, weed and feral animal planning and management, baseline biodiversity survey.

The comparison of LRF expenses to prospective revenue under the 2025 carbon method draws on figures from the Gondwana Carbon report. It assumes a fixed ACCU price for non-LRF ACCUs of $55, and uses the scenario including intermittent large fires. Total LRF project costs represent 7.5-8.5% of prospective revenue, with variation depending on whether average annualised carbon yields, or year specific fluxes (estimated from figure 5 in the GC report) are used.

Importantly, this modelling highlights the opportunity to better assure co-benefit outcomes by increasing investment in delivery, particularly in employment, governance support, and cultural engagement, while still maintaining strong overall returns.

ANNUAL CASHFLOW

Once commenced, the LRF project maintains net positive returns throughout its duration (Table 4). However, significant investment of just under $1.1M is required in the first year, and ideally some of this ($300-500k) would be shifted to the setup year (see setup costs).

TABLE 4. INDICATIVE* CASHFLOW FROM BUDGETED EXPENSES AND CONTRACTED LRF PAYMENTS.

LRF project cashflow ($)	**Setup year**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**
Project expenses	**	1,087,660	663,510	626,310	651,016	737,016	687,016	166,310
Up-front and Annual payments		656,250	393,750	393,750	393,750	393,750	393,750	393,750
LRF ACCU payments		590,625	590,625	590,625	590,625	590,625	590,625	-
LRF income		1,246,875	984,375	984,375	984,375	984,375	984,375	393,750
Net position at year end		159,215	320,865	358,065	333,359	247,359	297,359	227,440
Cumulative position		159,215	480,080	838,145	1,171,504	1,418,863	1,716,221	1,943,661

*Timing of cashflow is dependent on the date ACCUs are delivered and commencement of the project.

**Setup costs are required in order to meet the conditions precedent (see Setup costs).

Cashflow timing

The PIA provides for:

- On-delivery payment on receiving ACCUs,
- an up-front payment (once conditions precedent are met or waived at the discretion of the LRF), and
- annual payments (on receipt and acceptance of the annual co-benefit report).

The co-benefit report is theoretically due on the anniversary of project commencement, however other dates can be agreed to between the LRF and KASC.

STARTUP COSTS

In order to commence the project, the conditions precedent must be met. These are listed in the PIA, and require transition to a new carbon method, the agreement of the parties to both a Monitoring and Reporting Plan (the MRP), provision to the LRF of any sub-contracts in place to achieve the project outcomes, and agreement with the Knowledge Sharing and IP Management Plan.

For KASC, the most difficult to achieve requirement is likely to be transition to a new carbon method, which requires Eligible Interest Holder Consent. This method transfer cost has been budgeted in the Gondwana Carbon Report at $100,000, however given the complex interactions between RNTBCs within the OSEF project area, this figure may be highly conservative.

Agreement on the Monitoring and Reporting Plan is also likely to be somewhat complex and time consuming, and may require substantial negotiation with the LRF and/or some environmental monitoring setup work being carried out in the year before the project commences (see 3.3 Monitoring and Reporting Plan for further details).

If KASC proceeds with the project, it would be advisable to also shift other year 1 activities and expenses to the setup year in order to avoid strain in the first year of project operation. In an ideal scenario, project management, and baseline environmental survey and monitoring plot setup would commence in the year prior to project commencement. The full cost of these activities, as currently budgeted in the first year of project expenses is just under $450,000, however an investment of $200,000 would place the project in a very strong position, and could be staggered to avoid over-commitment without confidence that EIH consent was obtainable. A significant portion of these setup costs is in helicopter hire to set-up the plot monitoring network. This has been budgeted generously in the co-benefit expenses and can be reduced by tying work in preliminary work with existing helicopter programs, and moving from wet to dry helicopter hire by having additional aviation fuel delivered to OSEF.

KEY ASSUMPTIONS AND MATERIAL UNCERTAINTIES

Key assumptions underpin the budget. The most salient are:

- Other co-benefits will be delivered or enabled by workers whom Socio-economic co-benefits are being claimed for (see *Time Budget*).
- Flexible roles - the FTEs described are envisioned as multiple part time roles, and in some cases may not be associated with a single individual (see below).
- Phased work
- Use of an Assurance Level 2 AfN method
- Assumptions about monitoring plot access

Socioeconomic and First Nations co-benefits associated with employment are described in the PIA as individual roles (e.g., three 0.75 FTE Indigenous identified positions for the duration of the project with loose role definition as rangers). This should be renegotiated in the Monitoring and Reporting Plan, as a more practical route to delivering co-benefits would also include an employment allocation to social and cultural engagement position, which could consist of support such as:

- Part time support for cultural camp activities in relevant years from one or multiple individuals
- Formal consideration of key aspects of the project by RNTBCs and/or the provision of advice or provisions by them (e.g., via sitting fees).
- Presence of cultural authority during environmental monitoring

Material uncertainties in co-benefit expense budgeting

The co-benefit budget and delivery planning has been developed around a combination of capped expenses, expert assessment (e.g., of plot numbers required) and informal quotes. However, some key aspects are not yet understood well enough to properly refine costs. Those that may have a material impact are listed below.

The key uncertainty in the co-benefit budget is plot AfN plot monitoring access. An assumption has been made that 40% of plots will be accessed via road, and 60% will require helicopter support. The most material cost within this design is helicopter time. A wet hire rate has been assumed for the helicopter.

In reality, a wet hire rate will not be the most efficient path forward for the OSEF project. A more pragmatic approach would be to deliver extra aviation fuel drums when supplies are bought on site for fire management. Doing so, as well as improving ground access has the potential to substantially reduce monitoring access costs.

However, the OSEF area is also very poorly mapped within the state Regional Ecosystem framework. In particular, wetland types are not well defined. Greater insight into wetland types present will require on-site work, and may increase plot numbers. Some additional work (relatively minor) may also be required to develop reference conditions for Regional Ecosystem types that they do not yet exist for. These are being actively developed, and it is not possible to define the extent of this work as yet.

It should be noted that the monitoring costs are a small part (~13%) of the overall LRF project budget. Even with a substantial increase of 50% to the currently estimated costs, LRF expenses would still only be ~75$ of total LRF project value.

3.2 TIME BUDGET (WORKFORCE AND DELIVERY SCHEDULE)

A detailed time budget has been developed across the project's lifespan, aligning workforce effort with:

- The specific employment and socio-economic obligations in the PIA,
- The committed to and evolving project structure and co-benefit deliverables, and
- The unique governance arrangements, skills, and engagement levels of eligible interest-holder groups.

Rather than assigning fixed job titles or roles, the time budget maps project activities to functional roles (direct, enabling, advisory, coordination) and adjusts effort over time. This allows for adaptive delivery across:

- First Nations and non-Indigenous workforce elements (a key division in reporting for the LRF),
- RNTBC and community governance involvement,
- Project administration, support, and coordination needs.
- Internally managed employees, and consultant workforce
- The real delivery context, where multiple activities are interconnected across co-benefit themes (e.g. cultural advisory roles support both First Nations co-benefits and socio-economic co-benefits while engaged in the delivery of work that also supports multiple co-benefit themes, e.g., on-country camps), and where delivery must be adaptive to different skill sets and multiple governance structures.

This flexible framework is intended to be pragmatic, and can be altered by Council as required, provided it continues to align with delivery of the co-benefit activities listed in Section 1 (Departures) and Tables 8 & 9 of the MRP, as it is a foundational structural element that has informed the specifics of the current version of this plan.

In practice, this time-budget may continue to be useful as a guide **and a** tracking framework for reporting co-benefit progress and identifying workforce needs should the project proceed. Especially if it is well aligned with the Monitoring and Reporting Plan.

FUNCTIONAL ROLE SUMMARIES

Table 5 shows a summary of role allocations as FTEs across the project duration. Overall employment is well aligned with commitments in the PIA, however the nature and timing of roles has changed somewhat, and this should be reflected in the MRP.

TABLE 5. RECOMMENDED ROLE ALLOCATIONS (AS FTES) ACROSS PROJECT DURATION

Summary FTE recommendations	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Project Coordination/management/advice	0.65	1.95	1.6	0.9	1.2	1	1.2	0.6
Cultural advisory/coordination (Ind.)	0	1.4	1.2	0.5	1.1	0.8	1	0
Ranger/Labour/maintenance (Ind.)	0	1.75	1.95	1.9	1.7	1.8	1.8	0
Env. Monitoring (Ind)	0	0.4	0.1	0	0.2	0.2	0.2	0
Indigenous positions (total)	**0**	**3.55**	**3.25**	**2.4**	**3**	**2.8**	**3**	**0**
All positions (total)	**0.65**	**5.5**	**4.85**	**3.3**	**4.2**	**3.8**	**4.2**	**0.6**

Appendix 2 shows a breakdown of different duties within these summary roles. The spreadsheet provided with this report (*OSEF LRF time budget).* Also outlines annual costs, and includes a breakdown of roles per year in key categories committed to in the PIA, which can form the basis of any updates to the MRP.

This is particularly important with respect to First Nations co-benefits, where alteration from the deliverables as described in the PIA is highly recommended. Here, three Indigenous identified 0.75 FTE ranger positions were committed to each year of the project. This assessment recommends two ranger positions, and one social/cultural engagement position, or an equal split. It is anticipated this role will not be entirely satisfied by an individual with a defined set of responsibilities, but may instead consist of components such as sitting fees for RNTBCs.

3.3 MONITORING AND REPORTING PLAN

The full Monitoring and Reporting Plan is a comprehensive document used by the LRF to assess project progress and verify activities and outcomes beyond carbon. Some information in it mirrors elements of both the Project Investment Agreement and original LRF project application. It accommodates project changes relative to the PIA and co-benefit standard as delivery plans mature, without requiring full legal review of the PIA. In practice, the MRP will contain the key delivery guide and tracking framework for project co-benefits. Agreement between the LRF and KASC is also a key condition precedent of the project commencing, and thus payments flowing.

The MRP is structured to align with the three main co-benefit areas (Socio-economic, First Nations, and Environmental), and captures:

- What co-benefit activities occur within each class
- When co-benefit activities occur.
- What evidence will be provided
- When and how this evidence will be reported on.

Together with departures from the PIA and co-benefit standard (which must be submitted to the LRF and approved), these elements form reporting requirements to secure annual co-benefit payments.

While the MRP is a key internal project document, it is also not functionally ideal for project proponent management needs, as it's alignment with Smarty Grants templating, and the repetitive structure designed to allow review of separate sections by different teams within government can obscure a more integrated project structure from a management perspective.

During the course of this work, several key departures from the co-benefit standard and recommended departures from the PIA were identified. Draft descriptions of these departures was commenced, particularly with regards to Socio-Economic and First Nations co-benefits. However, if KASC proceeds with the project, substantial further work on the MRP will be required, and early communication with the LRF is recommended to obtain comfort on key points affecting project viability. The MRP is likely to serve as a key point of truth for both the LRF and KASC during the project, and ensuring it is suitable for both purposes will require substantial work.

The partially drafted MRP is provided as an accompanying document with this report.

AfN, the MRP, and project commencement timing

Historically, third party environmental verification has limited the amount of information that must be provided to the LRF in the MRP. However, recent MRP templates still require substantial environmental detail, even where third party verification is used. This information will be difficult to finalise for OSEF prior to substantial on-ground environmental work. There are unclear interactions between AfN processes, the MRP, and project commencement timing specifically:

- Full AfN account registration (including technical verification) does not seem required to meet conditions precedent
- a validated Monitoring and Reporting Plan (MRP) is required
- The MRP now requires reproduction of much of the detail that will sit within the AfN account and associated documentation.
- AfN allows provisional registration and later updates to key environmental data (essential for a project as complex to monitor as OSEF), however it is unclear as yet whether the LRF allows similar changes to the MRP

Recommendation: Begin environmental monitoring work in the year prior to project commencement. This can be staged to avoid over-commitment of funds prior to confidence that EIH consent for the new carbon method can be obtained. Provisionally register an account with AfN *prior* to LRF project commencement. Negotiate with the LRF to provide provisional, not final environmental information in the MRP. Complete baseline environmental work to enable full AfN account registration and validation in Year 1, and update the MRP if required. This approach supports LRF compliance and enables confidence while minimising upfront cash flow requirements. **N.B.** In principle agreement from the LRF should be obtained to this proposal prior to environmental work commencing.

KEY MRP DEPENDENCIES AND DEPARTURES (IMPORTANT FOR LRF NEGOTIATION)

In general, the identified departures are not expected to be controversial for the OSEF project, however further details are provided below on departures where failure to gain approval may have more material risks or consequences.

Departures associated with environmental verification

AfN Method – This work has been completed on the basis that the OSEF project would use the AfN method *V:14 Method to Monitor Environmental Condition of Savanna Environments in the Monsoonal Tropics*. This method is not listed in the latest version of the Co-benefit standard (it was released prior to the standards publication) and approval will need to be sought.

AfN Technical Assessment in year 1 – A third party audit is likely to be more expensive than technical assessment, however the main risk introduced by a requirement for a third party audit in year 1 would be a timing risk. Environmental Accounts must be generated and submitted to the LRF in the first year of the project and every fifth year thereafter. The newness and complexity of the AfN method and the logistics of required data collection, collation and seasonal timing mean development and third party audit of an account will be difficult to achieve in the first year of the project.

Soil Condition – The co-benefit standard requires soil condition be assessed in the case of some environmental co-benefits under some circumstances. For example soil condition must also be assessed in a soil specific AfN environmental account for Wetlands co-benefit claims if a particular spatial and ecological definition of wetlands is used. Requiring such an effort in addition to vegetation monitoring would limit the feasibility of claiming this co-benefit, due to increased cost and sampling needs, and difficulty with defining reference conditions.

The LRF does not require environmental accounts be explicitly linked to ACCUs, however Accounting for Nature has recently released a product called CarbonPlus that verifies co-benefits associated with an AfN project by digitally linking the ACCUs to the condition score of the account. Formal linkage of this nature may increase the value of project ACCUs to buyers other than the LRF, and cost estimates for this have been included in the budget.

Departures associated with Socioeconomic and First Nations co-benefits

The PIA is currently highly prescriptive with regards to employment related co-benefits. Recommended changes to incorporate into the MRP include:

Timing of employment – Timing of employment should change to better reflect varying project needs across project duration.

Nature of employment – Role descriptions should change to better reflect project needs. Approval for alternative Socio-economic and First Nations co-benefits should be sought if desired (e.g. for provision of advice from RNTBCs).

3.4 Environmental co-benefit stratification and monitoring

Purpose

As part of this co-benefit modelling consultancy, substantial environmental assessment was required to budget MRV costs for environmental co-benefits. This work mirrored the early stages of developing an environmental account with AfN. A more technical summary of this work is provided in Appendix 3, while this section focuses on a brief overview of the recommended approach.

Approach

- Verification will be through Accounting for Nature (AfN), via registration of an Environmental Account. Costs were modelled on Assurance Level 2.
- A validated Monitoring and Reporting Plan (MRP) is a condition precedent, and currently also mirrors AfN account development work.
- Approximately 85 monitoring sites will be required, many of them will require helicopter access.
- The project will be in a much stronger position if baseline monitoring commences in Year 0; with full AfN account registration and verification occur in Year 1.
- Key recommended monitoring years are the prestart year, year 1, and year 3,4, and 5. Following this timeline, year 5 will be a key reporting year for AfN.

Budget and commitments

- Environmental MRV represents ~13% of LRF budget (conservatively costed).
- A larger share (~23%) is allocated to on-ground environmental management (fire regime improvements, weed and feral control).
- Baseline biodiversity monitoring (separate to long term AfN monitoring) was also committed too. Ideally this would occur in conjunction with new collaborators who will provide in-kind resources (Bush Heritage would be an appropriate initial approach).
- Within the expenses, annual and less frequent funds are allocated for environmental work, in addition to ranger time. This provides flexibility for contracting as required.

Key points for Council

- Environmental MRV is complex but manageable within the current budget.
- Early baseline work pre project cash flow commencing would support smooth project start-up.
- The total environmental spend is weighted toward achieving outcomes, not just measuring them.

Further technical detail on environmental monitoring design and work carried out to date is provided in Appendix 3. These materials are intended for project managers and technical reviewers. For Council, the key points are feasibility within budget, staged baseline work, and an emphasis on outcomes over measurement.

4. Risks and Uncertainties

Co-benefit related risks in the Gondwana Carbon Report

The Gondwana Carbon report highlights several risks associated with Co-benefit assurance:

- LRF requires rigorous third-party verification (e.g. AfN) of environmental and social co-benefits
- Failure to meet these standards could cause contractual and reputational issues
- Monitoring, reporting, and verification (MRV) requirements are complex and costly.

Following risk assessment, the Gondwana Carbon report further assigns medium risk to several co-benefit related issues:

- Inadequate demonstration of First Nation Co-benefits: unlikely but with potentially major impacts on LRF compliance and PBC relations
- Higher than anticipated MRV costs: moderate likelihood with significant impacts on profitability and resource allocation
- Failure to meet LRF co-benefit verification: unlikely, but considered to have major potential on revenue, reputation, and market premium
- Increased operational complexity: moderate likelihood and significant impacts, requiring active management

It is important to note that third-party verification is only required for environmental co-benefits. Socio-economic and First Nations co-benefits may be proponent-verified. However, even proponent-led verification requires clear activity records, alignment with the Monitoring and Reporting Plan (MRP), and reference to PIA commitments.

In this case, verification risks are considered low:

- KASC's social and First Nations co-benefit commitments are clearly defined (e.g. three Indigenous employment positions per annum, and biennial cultural engagement activities).
- These activities are readily achievable within the project delivery framework
- Good record keeping and planning should be sufficient to demonstrate compliance to the LRF
- Annual Smarty Grants reporting may be administratively burdensome, but is unlikely to pose substantive compliance risk.

With respect to reputational, contractual, and relational risk, a more nuanced understanding of CYP and the LRF suggests any impacts are likely to be minor, rather than major.

- The LRF has historically shown flexibility and support for projects.
- Repeat AfN reporting is not required until Year 5.
- Within the context of CYP, OSEF, and increased overall carbon revenue flows, First Nations co-benefits as defined in the PIA are unlikely to have material impacts on RNTBC relations.

Environmental MRV is more complex but manageable. It comprises 13% of the overall budget, with approximately a third of that allocated to helicopter-based monitoring — costed conservatively on a worst-case scenario.

More significantly, 23% of the total LRF budget is allocated to achieving environmental outcomes — including enhanced fire regimes and weed/feral control programs — rather than just measuring them. These activities are generously budgeted and provide improved outcomes beyond LRF compliance.

Because environmental MRV is complex, relatively new, and quite visible, its impact on budgeting can be overstated. Currently, LRF project expenses sit at 70% of LRF investment. Even if environmental MRV costs overrun by 50%, total project expenditure would only rise to 75% of LRF funding. And if carbon revenue from method transfer is realised, total LRF spend would still sit below 10% of overall project revenue, and remains a strong value proposition.

OTHER CONSIDERATIONS

Operational complexity

Transition to a new carbon method and the LRF project will increase operational and reporting complexity for OSEF substantially. To accommodate this, 60% of the LRF project budget is dedicated to additional employment positions, and additional substantial funding is allocated to contractable work pieces.

However, in order for the project to proceed as smoothly as possible, bringing some project management and environmental monitoring work into the year prior to formal commencement is *highly recommended*. In particular, substantial work should be put into ensuring the MRP is able to flexibly accommodate predictable variations in the project (for example by reporting on FTEs cumulatively rather than year by year). If aligning the MRP with project management needs is not possible, a separate single point of truth document should be created for internal requirements. Substantial effort should also be put into planning work in the first year of the project.

RNTBCs and Eligible Interest Holder Consent

Transition to a new carbon method requires formal EIH consent. Achieving this for OSEF will be complex, due to the RNTBC structure of the project area. Gondwana Carbon has budgeted $100,000 for FPIC and EIH as a method transition cost. This may be insufficient, however KASC is better internally placed to assess this than external consultants are.

Agreements between carbon project proponents and TO groups in other areas often include benefit sharing arrangements, and this may be required for OSEF.

With respect to the LRF project, an inclusive approach that formalises key components may substantially improve project outcomes for example:

- Work associated with the LRF project should be clearly described and consented to
- TOs relevant to particular land areas should be given the opportunity to assist with or accompany monitoring efforts where desired
- Pre-emptive permission should be sought for situations where appropriate TOs are not able to be present (e.g., rangers may accompany monitoring teams even if not TOs for that specific country, or permission sought for monitoring work to be carried out without cultural presence).

The current budget and PIA commitment with respect to purely cultural and engagement activities is small compared to the overall prospective LRF and 2025 method carbon revenue streams (e.g., four camps and/or other cultural/engagement activities are budgeted, at $42k each during the LRF project lifespan). Increasing investment for such activities, or other activities such as governance support, may result in increased legitimacy, trust, and sense of engagement and result in much smoother operation and management of both the carbon and LRF project. Such work would also align with the spirit of the LRF project, and in the event that a particular contracted activity was not achieved, would likely be accepted as a ready replacement.

Broader uncertainties around carbon methods, permanence obligations, climate change impacts, and RNTBC negotiations sit outside the scope of this co-benefit advisory work. These issues remain material to project viability (of the transition to the 2025 carbon method, if not the LRF project) and will require attention in parallel with any LRF commitment.

5. SUMMARY AND NEXT STEPS

This report outlines the technical workstreams, draft tools, and planning considerations developed to support Kowanyama Aboriginal Shire Council's (KASC's) decision-making on the prospective Oriners–Sefton Culture, Carbon and Co-benefits Savanna Burning Project under the Land Restoration Fund (LRF). It was developed via deep engagement with key documents, existing environmental assessment, and interviews with key parties associated with KASC, fire management, and the Oriners Mob to ensure recommendations were fit for purpose, allowed for adaptive implementation, and aligned with existing cultural and ecological goals

Work undertaken during the consultancy included:

- Co-benefit verification planning and guidance
- A time and financial budget tailored to LRF commitments and effective project structuring. These spreadsheets are credible, but adaptable.
- Initial assessment of MRV structure as per AfN monitoring requirements.
- An early draft of a Monitoring and Reporting Plan (MRP), and listing of key departures this plan will need to accommodate

Together, these tools provide a structured basis for assessing feasibility, verifying co-benefits, and, if desired, registering the project. Finalisation of remaining elements (e.g. full environmental information, locked-in budgets, and a final MRP) is best undertaken once a decisions has been made on whether to proceed, and internal consideration of current tools is completed.

Key observations

- The LRF project expenses as currently costed are a small proportion of potential LRF and 2025 carbon method revenue as described in the Gondwana Carbon report.
- The LRF project will leverage co-benefits to build harmonious structures for ongoing carbon project success, via improved land management. Further leverage may be obtained by increased investment in cultural outcomes and governance support.
- EIH consent and negotiation with RNTBCs are essential for both carbon project transfer and a successful LRF project.
- Up-front investment in further LRF project planning and pre-project work, *and* carbon project transfer will be required.

Immediate next steps for Council consideration:

- Decide whether to proceed with the project.
- Endorse the current approach (while staying open to adjustments).
- A staged pre-start investment process, built around key outcomes and decision points in RNTBC negotiations (for carbon method transition) would moderate any risk of overcommitting start-up funds when ability to meet the conditions precedent is still uncertain. Any pre-start investment could then be staged around built in review points.

- Consider allocating initial budget.
- Remain open to reconsidering investment in key co-benefit activities (for example, Indigenous employment, cultural activities, and governance support) depending on RNTBC negotiations and ACCU yield realisation.

APPENDIX 1. FIRST NATIONS AND SOCIO-ECONOMIC CO-BENEFIT ELIGIBILITY AND EVIDENCE

The eligibility criteria for the socioeconomic and First Nations classes are largely implicit to Indigenous savanna burning projects (Table 2). Co-benefit activities and outcomes within the prospective OSEF project are highly interlinked across co-benefit classes (Socio-economic, First Nations, and Environmental), and the proposed project structure approaches these linkages from an integrated perspective intended to work within the context of complex governance and eligible interest holder groups.

TABLE 6. SOCIOECONOMIC AND FIRST NATION CO-BENEFIT CLASS ELIGIBILITY CRITERIA FOR THE LAND RESTORATION FUND.

Category	Co-benefit class	Eligibility
Socio-economic	Employment and skills	To be eligible for *employment and skills benefits,* LRF projects must: • create new jobs, • maintain jobs that would otherwise be lost, • result in increased hours for part time employees, or • deliver skills training. These jobs and workers must be in regional Queensland. All projects in CYP are eligible for this co-benefit class.
	Local community	To claim community socio-economic co-benefits, projects must generate economic benefits for the local community, and be located in an area where people have comparatively low access to material and social resources. These areas are defined in the census maps as experiencing greater "relative socio-economic disadvantage." The entirety of CYP meets this definition, so any savanna burning project in the region qualifies for this co-benefit class.
First Nations	Location	To be eligible for First Nations co-benefits based on *location*, projects must: • Take place on Indigenous land (the definition in the co-benefit standard applies to most land tenures on CYP, including land subject to Native Title claims), and • provide benefits to the First Nations people of the land.

	Participation	To be eligible for First Nations benefits based on *participation*, projects must: • Be owned by First Nations people, or • directly involve First Nations participation.

EVIDENCE OF SOCIOECONOMIC AND FIRST NATIONS CO-BENEFITS

Various documentation may be used to meet evidence requirements for Socio-economic co-benefits including:

- Employment contracts
- Job descriptions
- Training records
- Statements from participants outlining employment or skills development as a result of the project
-

Evidence for the Local Community class can include:

- Evidence of economic benefit to local people through the use of businesses and suppliers within the local area. This could include receipts, certificates or signed statements.
- Statements from project participants and/or people benefiting from the project outlining the benefits to the local community which have resulted from the project.
- Evidence of local community participation and engagement in the project.
- Evidence of how the project aligns with and contributes to the objectives of a local environmental or NRM plan.

Evidence for First Nations co-benefits can include:

- Land tenure details
- A statement that the project aligns with the priorities and contributes to the outcomes listed in a Healthy Country or other Community Plan.
- Statements by First Nations people benefiting from the project
- Copies of agreements demonstrating First Nations participation, co-design, or service provision
- Documentation of cultural and on-Country activities

APPENDIX 2. TIME BUDGET DETAIL

Table 7 shows a more detailed breakdown of functional role timing to support project implementations, as per the *OSEF LRF Time Budget* spreadsheet provided with this report.

TABLE 7. DETAILS OF ROLES ENVISIONED IN THE OSEF LRF PROJECT DELIVERY.

Recommended Functional Role breakdowns	**Year 0**	**Yr 1**	**Yr 2**	**Yr 3**	**Yr 4**	**Yr 5**	**Yr 6**	**Yr 7**
Project coordination/management/ advice (total)	**0.65**	**1.95**	**1.6**	**0.9**	**1.2**	**1**	**1.2**	**0.6**
Environmental	0.2	0.5	0.3		0.15	0.1	0.15	0.15
Fire (additional to SFM)	0.05	0.1	0.1	0.1	0.1	0.1	0.1	0.15
Socio-economic and First Nations co-benefit admin and reporting	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.25
Liaison/coordination with relevant parties in Kowanyama	0.05	0.3	0.2	0.2	0.2	0.2	0.2	
Liaison/coordination non-Kowanyama	0.05	0.1	0.1	0.1	0.1	0.1	0.1	
Budget management	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
Indigenous positions support and management	0.1	0.3	0.25	0.1	0.25	0.1	0.25	
Ops coordination (suggest Indig identified)		0.15	0.15	0.15	0.15	0.15	0.15	
Legal advisor	0.05	0.25	0.25					0.05
Cultural advisory/coordination								
General cultural advisory/liaison		**1.4**	**1.2**	**0.5**	**1.1**	**0.8**	**1**	

Ranger/labour/maintenance roles (Ind pos) (total)		**1.75**	**1.95**	**1.9**	**1.7**	**1.8**	**1.8**	
Fire		0.4	0.5	0.5	0.5	0.5	0.5	
Weeds and ferals		0.3	0.3	0.3	0.3	0.3	0.3	
Compliance		0.3	0.3	0.3	0.3	0.3	0.3	
OSEF liaison		0.15	0.15	0.1	0.1	0.1	0.1	
Maintenance		0.2	0.3	0.4	0.2	0.2	0.3	
Roads		0.2	0.2	0.1	0.1	0.2	0.1	
other		0.2	0.2	0.2	0.2	0.2	0.2	
Env monitoring (Ind)		**0.4**	**0.1**		**0.2**	**0.2**	**0.2**	
Ind position total	**0**	**3.55**	**3.25**	**2.4**	**3**	**2.8**	**3**	
All positions total	**0.65**	**5.5**	**4.85**	**3.3**	**4.2**	**3.8**	**4.2**	**0.6**

APPENDIX 3. SUMMARY OF ENVIRONMENTAL WORK COMPLETED

Substantial technical work has been done to:

- Identify key environmental sub-assets.
- Allocate minimum site numbers according to AfN guidelines.
- Factor in land access limitations, heterogeneous RE structures, and known site constraints.

CURRENT STATUS:

Overall site numbers and plot typologies are adequately understood and budgeted. However, many sites cannot yet be allocated due to mapping uncertainty or ground truthing requirements.

The work underlying this environmental assessment, and the outputs generated to date are detailed, complex, data heavy, and unlikely to be useful to KASC as a decision making tool at this stage. It is also not possible to finalise the commenced work without on-site assessment. Rather than elaborate on these processes in this report, the focus of this environmental section is:

- A basic description of the work carried out
- Key outcomes of the assessment
- Key assumptions
- Key limitations and uncertainties and their interaction with material budget items
- An outline of further work required and the specific outputs should the project proceed, including how it will build on the work undertaken to date.

WORK TO DATE SUMMARY (AFN METHOD, CONFIDENCE LEVEL 2 SAMPLING)

Key mapping layers defined in the Land Restoration Fund standard were identified and initial analysis using them was undertaken for the project area. As state-held information for the area is limited and at broad spatial resolutions, additional data layers were then included to better capture the project area while meeting the intent of the co-benefit standard.

Key datasets used include:

- Regional Ecosystem mapping
- Broad Vegetation Group mapping at the 1, 2, and 5 million ha scale.
- Multiple different wetland datasets accessed from Qld government sources.
- Land Use mapping and descriptive documents for the area.
- High resolution satellite imagery
- Plot data from the area included in the publicly sharable herbarium database

- Review of environmental descriptions and contextual information from a variety of published sources.
- Structured questioning about ecosystems of the area put to members of the 'Oriners Mob' during the 2025 fire planning workshop.
- Basic information on access and logistics, also enhanced by interviews with those familiar with the project area.

These datasets were used as a basis for spatial analysis to assess ecosystem diversity, and define necessary site numbers and guide site allocation as per the requirements of *V:14 Method to Monitor Environmental Condition of Savanna Environments in the Monsoonal Tropics* at Accuracy Level 2. The result is a robust sampling design that accounts for ecological variation, methodological rigour, and the on-ground realities of complex landscape mosaics, but is by necessity still a work in progress.

RESULTS

Plot numbers for AfN condition assessment and monitoring using method *V:14 Method to Monitor Environmental Condition of Savanna Environments in the Monsoonal Tropics* and Accuracy Level 2 were 80-90 plots, depending on exact configuration of environmental strata used. A figure of 85 plots was used to calculate monitoring costs and time requirements.

Further details are not provided here, however in order to finalise the current contract between LES and KASC, a more comprehensive summary can be delivered, tailored to either support ongoing work on the LRF project, or provide useful information for management in the absence of that project proceeding.

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THE LAND RESTORATION FUND

Project Investment Agreement

Version 4, February 2024

Kowanyama Aboriginal Shire Council

and

Queensland Treasury Corporation for and on behalf of the Land Restoration Fund Trust

Find out how the Land Restoration Fund could help you at **des.qld.gov.au/LandRestorationFund**

Queensland Government

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1. Knowledge Sharing and IP Management Plan 45

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Title **Project Investment Agreement: R3027 - Oriners – Sefton Culture Carbon & Co-Benefits Savanna Burning Project**

Parties **Kowanyama Aboriginal Shire Council** (ABN 86 255 216 480) (the **Seller**)

Queensland Treasury Corporation (ABN 15 736 217 171) for and on behalf of the **Land Restoration Fund Trust** (ABN 50 192 887 736) (the **Purchaser**)

Recitals

A The State aims to expand carbon farming in Queensland by supporting land-sector projects that generate ACCUs and deliver Co-Benefits, funded by the Queensland Government's Land Restoration Fund.

B The Seller is or intends to be the Project Proponent for the Project.

C The Project is intended to generate ACCUs that the Seller will Deliver to the Purchaser.

D The Project is also intended to deliver Co-Benefits that will be reported on by the Seller in each Co-Benefit Report.

E In consideration for the Delivery of ACCUs with Co-Benefits, the Purchaser will pay to the Seller the Annual Payments, the On-Delivery Payments and if applicable, the Upfront Payment.

F The Parties wish to enter into this Agreement in order to document the terms on which the Seller will sell and the Purchaser will purchase the ACCUs with Co-Benefits generated by the Project.

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1. Definitions, interpretation, headings, schedules

Definitions

1.1 Unless the context otherwise requires, capitalised terms will have the following meanings wherever used in this Agreement and its recitals:

Accounts means for a particular period:

(a) a statement of financial performance and statement of cash flows for that period; and

(b) a statement of financial performance as at the end of that period,

and all disclosures, reports, and notes required to be included or attached to or intended to be read with any of those financial statements and all directors' declarations about those financial statements.

ACCU means an Australian carbon credit unit issued by the Clean Energy Regulator in accordance with the Carbon Farming Legislation.

ACCU with Co-Benefits Price means the price per Project ACCU in Dollars identified at item 8 of Schedule 1 (*Commercial Terms*), payable by the Purchaser as set out in clause 4.

ACCU Volume means, for a Delivery Date, the number of Project ACCUs deliverable on that Delivery Date under the relevant Carbon Farming Legislation methodology (or methodologies, if applicable), as set out in the column (or columns) headed "ACCU Volume" in the Delivery Schedule, and as may be increased from time to time in accordance with the provisions of clause 5.2.

Address for Notices means, for a Party, the address and e-mail address for that Party identified at item 18 of Schedule 1 (*Commercial Terms*).

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Affiliate means, for a Party, any other party that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the Party.

Agreement means this agreement.

Agreement Term has the meaning given to that term in clause 2.1.

Annual Payment means the amount in Dollars identified at item 11 of Schedule 1 (*Commercial Terms*), payable following the delivery of each Co-Benefit Report in accordance with clause 4.7.

ANREU Account means an account established in the Australian National Registry of Emissions Units for the purposes of receiving, holding, and transferring ACCUs.

Applicable Laws means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs, and orders of any governmental authority or arbitrator that apply to any one or more of the Parties or the terms of this Agreement, including the Carbon Farming Legislation.

Applicable Standard means the *Land Restoration Fund Co-benefits Standard for Land Restoration Fund projects* in force as at the date of this Agreement and/or any other standard as may be required or notified by the Purchaser to the Seller from time to time, including but not limited to the Accounting for Nature Standard and the Aboriginal Carbon Foundation's Core Benefit verification framework. For the avoidance of doubt, clause 1.2(j) does not apply to the Applicable Standard unless the Purchaser notifies the Seller in writing that such an amendment or replacement to the Applicable Standard applies.

Approved Subcontractor has the meaning in clause 7.1.

Auditor-General means the person appointed as Auditor-General of Queensland.

Background IP means Intellectual Property Rights which are made available by a Party for the purpose of carrying out its obligations under this Agreement and that are:

(a) in existence at the Execution Date; or

(b) brought into existence after the Execution Date other than as a result of the performance of its obligations under this Agreement.

Books and Records means originals and copies of all registers or minute books, books, reports, correspondence, files, records, manuals accounts, documents, plans, letters and papers of every description and other material, whether coming into existence before, on or after the date of this Agreement, belonging or relating to or used by the Seller (or any of its Affiliates) in relation to the Project, including certificates of registration, minute books, statutory books and registers, books of account, Tax returns, title deeds and other documents of title, sustainability studies, preliminary environmental impact statements, environmental and other assessments, submissions, trading and financial records, and other material in the possession or under the control of the Seller (or any of its Affiliates), about or used in connection with the Project.

Business Day means a day when banks are open for business in Brisbane, Australia.

Carbon Farming Legislation means *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth) and the *Australian National Registry of Emission Units Act 2011* (Cth), and their associated regulations and rules, as amended from time to time and may, if the Carbon Farming Legislation is repealed, include an Equivalent Emissions Trading Scheme.

CFL Change in Law Event has the meaning given to it in clause 11.1.

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Change in Law means the introduction of or material change in any law, regulation, binding rules (including a change to or repeal of the Carbon Farming Legislation), policy or codes or requirement of a Government Agency (or a change in the interpretation of these by a Court).

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Clean Energy Regulator means the administrator of the ERF responsible for, among other things, the issuance of ACCUs under the Carbon Farming Legislation and includes any successor agency or entity that becomes responsible for the issuance of ACCUs (or any Equivalent Emissions Reductions Units) during the Agreement Term.

Co-Benefit means each environmental, socio-economic and/or First Nations benefit achieved from the Project in a manner that is consistent with the Applicable Standard, as more particularly identified in item 4 of Schedule 1 (*Commercial Terms*). Co-Benefits do not include any co-benefits from the Project not identified in Schedule 3 (*Co-Benefit Activities Schedule*).

Co-Benefit Activity means, for a Co-Benefit, each activity required to be undertaken and performed by the Seller in order to achieve such Co-Benefit in a manner that is consistent with the Applicable Standard and as more particularly identified in the column headed "Co-Benefit Activities" in the Co-Benefit Activities Schedule or as identified as a Co-Benefit Activity in any Validated Monitoring and Reporting Plan.

Co-Benefit Activities Schedule means the schedule of Co-Benefits and Co-Benefit Activities in Schedule 3 (*Co-Benefit Activities Schedule*).

Co-Benefit Report means, for a Delivery Period, a report prepared and delivered by the Seller to the Purchaser in accordance with the Applicable Standard and the provisions of clause 6.3 which, in form and substance satisfactory to the Purchaser and containing, at a minimum:

(a) a detailed description of the progress made by the Seller towards achieving each Co-Benefit;

(b) a detailed description of how each Co-Benefit Activity has been undertaken and performed by the Seller in its efforts to progress towards the achievement of each Co-Benefit;

(c) a description of the environmental condition of the Project Land;

(d) a statement of assurance that each Co-Benefit Activity has been undertaken in accordance with the Applicable Standard; and

(e) if no progress or limited progress has been made by the Seller towards achieving a Co-Benefit, a detailed explanation of the reasons why no progress or such limited progress has been made,

in each case, during that Delivery Period.

Co-Benefit Report Due Date means each date in each year of the Effective Term that is the anniversary of the Effective Date.

Co-Benefit Unit means any tradable or non-tradable, tangible or intangible, mandatory or voluntary unit, certificate, permit or legal instrument (of any kind or nature whatsoever) that relates to any rights, entitlements or benefits (legal, equitable or otherwise) arising out of or in connection with any Co-Benefit or the undertaking and performance of any Co-Benefit Activity, that may from time to time be provided for or recognised by any Applicable Law.

Conditions Precedent means the conditions precedent set out at item 13 of Schedule 1 (*Commercial Terms*).

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Confidential Information means:

(a) the content or effect of this Agreement or any other agreement entered into or report provided under or in connection with this Agreement;

(b) the content of negotiations leading up to or relating to this Agreement; and

(c) any information received or obtained by a Party (or its Representatives) regarding the other Party (or its Representatives).

Conflict of Interest means, for the Seller, the Seller having an interest (whether personal, financial or otherwise) which conflicts or which may reasonably be perceived as conflicting with the Seller's ability to perform its obligations under this Agreement fairly, objectively, and independently.

Consent means any consent, authorisation, registration, filing, licence, permit, approval, agreement, authority or exemption from, by or with a competent authority, required for the Seller to manage the Project, carry out the registration of the transactions contemplated in this Agreement or comply with its obligations under this Agreement, in each case, in accordance with the Applicable Laws.

Consequential Loss means:

(a) loss of use, production, generation, productivity, income, business, business opportunities or reputation; and

(b) any loss, damage, cost or expense that:

(i) may not be considered to arise purely from the usual course of things from the breach of the relevant subject; or

(ii) is not reasonably contemplated by the parties at the date of this Agreement as a likely result of the breach of the relevant subject; or

(iii) any failure to realise anticipated savings, tax credits or subsidies.

Controller has the meaning it has in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Defaulting Party means the party in respect of which an Event of Default has occurred.

Delivery means, for a Project ACCU:

(a) the sale, conveyance and transfer by the Seller to the Purchaser of the full legal and beneficial, good and marketable title to that Project ACCU; and

(b) receipt of that Project ACCU into the Purchaser's ANREU Account,

in each case, in accordance with this Agreement.

Delivery Date means each date identified in the column headed "Delivery Date" in the Delivery Schedule.

Delivery Period means the period of time between two Delivery Dates except that the first Delivery Period means the period of time between the date of this Agreement and the first Delivery Date.

Delivery Schedule means the schedule of ACCU Volumes and Delivery Dates in Schedule 2 (*Delivery Schedule*).

Disclosing Party has the meaning given to it in clause 17.2.

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Dispute means any dispute or disagreement between the parties arising under or in connection with this Agreement, including in relation to whether:

(a) a party has complied with or is in breach of this Agreement;

(b) a party is owed payments under this Agreement;

(c) this Agreement has a particular meaning, interpretation or effect.

Effective Date means the date on which all Conditions Precedent have been satisfied or waived in accordance with the provisions of clause 3.

Effective Term has the meaning given in item 5 of Schedule 1 (*Commercial Terms*).

Eligible Offsets Project means a project that has been declared an eligible offsets project in accordance with the Carbon Farming Legislation.

Encumbrance means any mortgage, charge, pledge, lien, restriction, assignment, hypothecation, security interest, title retention or any other agreement or arrangement the effect of which is the creation of security, or any other interest, equity or other right of any person (including any right to acquire, option, right of first refusal or right of pre-emption), or any agreement or arrangement to create any of the same and Encumber will be construed accordingly.

End Date means the last day of the Effective Term.

Equivalent Emissions Reduction Unit means a carbon credit unit, certificate, permit or legal instrument (of any kind or nature whatsoever) issued in accordance with an Equivalent Emissions Trading Scheme.

Equivalent Emissions Trading Scheme means any framework or policy established, or law or regulation enacted or promulgated by the government of Australia for purposes principally related to the reduction of Greenhouse Gas emissions, which:

(a) imposes a requirement to reduce, abate or mitigate greenhouse gas emissions or imposes a price on the emission of Greenhouse Gases; and/or

(b) requires units to be held or surrendered corresponding to emissions of Greenhouse Gases (whether such units are to be surrendered by the Parties to this Agreement or by any other person); and/or

(c) enables units to be created and allows for units to be surrendered that are corresponding to the sequestration or abatement of Greenhouse Gases; and

(d) is not the Carbon Farming Legislation.

ERF means the Emissions Reductions Fund, being the Australian carbon offsets scheme given effect to through the Carbon Farming Legislation and associated guidelines.

Event of Default means each of the events referred to in clauses 12.1 and 12.2 and any other events or circumstances which the Purchaser is entitled to treat as such under any other provision of this Agreement.

Execution Date means the date on which the last Party executes this Agreement.

Expert Determination Notice has the meaning given to it in clause 19.6.

Final ACCU Volume means the ACCU Volume deliverable by the Seller to the Purchaser on the final Delivery Date, as may be increased as a result of any cumulative additions of Shortfall Volumes in accordance with the provisions of clause 5.3.

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FM Affected Party means the Party affected by a Force Majeure Event.

Force Majeure Event means an event or circumstance beyond the control of a Party that could not, after using all reasonable efforts, be overcome and which (but for the provisions of clause 10) results in or causes the failure of that Party to perform its obligations under this Agreement, provided that:

(a) such Party did not play a substantial role in bringing about the event or circumstance; and

(b) a lack of funds will not constitute a Force Majeure Event.

Force Majeure Period has the meaning given to it in clause 10.2.

Government Agency means:

(a) a government, whether foreign, federal, state, territorial or local or a department, office or minister of a government acting in that capacity (including, without limitation, the Queensland Police Service and Queensland Treasury Corporation); or

(b) a commission, delegate, instrumentality, agency, board, or other government, semi-government, judicial, administrative, monetary or fiscal body, department, tribunal, entity or authority, whether statutory or not, and includes any self-regulatory organisation established under statute or any stock exchange; or

(c) a body corporate, a trust or an unincorporated body established or constituted for a public purpose by the State, legislation, or an instrument made under that legislation (including a local authority); or

(d) a body established by the State through the Governor or a Minister or by the Governor-General; or

(e) an incorporated company over which the State exercises control and any other entity controlled or managed by the State or in which the State has an ownership interest, including Government Owned Corporations.

Government Owned Corporation has the meaning given to this term in the *Government Owned Corporations Act 1993* (Qld).

Greenhouse Gases means any of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulphur hexafluoride, and any other substance recognised as a greenhouse gas under the Carbon Farming Legislation.

GST has the meaning given to it in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Amount means the amount calculated by multiplying the monetary consideration payable by the recipient (excluding the amount payable as GST) for the relevant taxable supply by the prevailing GST rate.

Independent Verifier means an auditor, assessor or a representative of a validation/verification body approved or accredited by the administrator of the Applicable Standard, as may be nominated by the Purchaser from time to time to audit, assess or verify a Co-Benefit Report.

Insolvency Event means, in respect of a Party, the happening of one or more of the following events:

(a) except for the purpose of a solvent reconstruction or amalgamation which has the prior written consent of the other parties:

(i) an order is made that it be wound up or that a Controller be appointed to it or any of its assets; or

(ii) a resolution that it be wound up is passed;

(b) a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;

(c) an administrator is appointed to it;

(d) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or (in the case of the Purchaser) the Seller, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;

(e) a reorganisation, moratorium, agreement of company arrangement or other administration involving one or more of its creditors is proposed or effected;

(f) it is unable to pay its debts as and when they fall due or it is presumed to be insolvent under any applicable law;

(g) as a result of the operation of section 459F(1) of the Corporations Act, it is taken to have failed to comply with a statutory demand;

(h) it stops or suspends or threatens to stop or suspend:

(i) the payment of all or a class of its debts; or

(ii) the conduct of all or a substantial part of its business; or

(i) anything having a substantially similar effect to any of the events specified in paragraphs (a) to (h) happens to it under the law of any jurisdiction.

Insurance means insurances with a reputable insurer in the manner and to the extent which is in accordance with prudent business practice having regard to the nature of the activities conducted in respect of the Project and including, without limitation the insurances described at item 21 of Schedule 1 (*Commercial Terms*).

Intellectual Property Rights means the rights to all intellectual property, whether created before or after the Execution Date, including but not limited to:

(a) the design of the Project and modelling of the Project ACCUs and emissions reductions generated by the Project;

(b) the design of each Co-Benefit and each Co-Benefit Activity achieved by the Project;

(c) all maps, drawings, designs, algorithms, and mathematical models of the Seller;

(d) all patents, trademarks, copyright, and registered designs of the Seller;

(e) all rights of a similar nature to any of the rights in paragraphs (a), (b), (c) and (d) that may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered; and

(f) all rights of a similar nature to any of the rights in paragraphs (a), (b), (c) and (d) with respect to the Logo of each Party.

Knowledge Sharing and IP Management Plan means the plan in the form of the template in Schedule 4 (*Knowledge Sharing and IP Management Plan*).

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Knowledge Sharing Deliverables means each of the items identified in the Knowledge Sharing and IP Management Plan as knowledge sharing deliverables.

Knowledge Sharing Outcomes means the outcomes identified in the Knowledge Sharing and IP Management Plan.

Landholder means the registered proprietor of the Project Land.

Logo means:

(a) in relation to the Seller, such logo of the Seller as may be provided by the Seller to the Purchaser from time to time for use by the Purchaser in accordance with the provisions of this Agreement; and

(b) in relation to the State, the logo identified at item 20 of Schedule 1 (*Commercial Terms*) or such other logo as may be provided by the Purchaser or the State to the Seller from time to time for use by the Seller in accordance with the provisions of this Agreement.

Nominee has the meaning given to it in clause 13.7.

Non-Compliance Notice has the meaning given to it in clause 9.2.

Non-Defaulting Party means the party that is not the Defaulting Party.

Notice of Dispute has the meaning given to it in clause 19.3.

On-Delivery Payment means, for a Delivery Date, an amount in Dollars for each ACCU Delivered on that Delivery Date as set out in item 12 of Schedule 1 (*Commercial Terms*).

Parties means the parties to this Agreement.

Performance Review has the meaning given to it in clause 6.5.

Permitted Activities means all activities carried out by the Purchaser (and/or its Representative(s)) and/or the Independent Verifier associated with researching, monitoring, reviewing, auditing, assessing, surveying or studying potential or achieved Co-Benefits on the Project Land, including:

(a) the manner of the Seller's undertaking and performance of the Co-Benefit Activities; and

(b) as reported in each Co-Benefit Report delivered by the Seller to the Purchaser in accordance with the provisions of clause 6.3.

Project means the project described at item 1 of Schedule 1 (*Commercial Terms*) using the Carbon Farming Legislation methodology or methodologies described at item 2 of Schedule 1 (*Commercial Terms*).

Project ACCU means, for an ACCU Volume, each ACCU with Co-Benefits generated by the Project and comprising that ACCU Volume.

Project Event means any external promotional event conducted by the Seller relating to the Project.

Project Land means the land described at item 3 of Schedule 1 (*Commercial Terms*).

Project Material means any material including Intellectual Property Rights, created, written or otherwise brought into existence by or on behalf of the Seller in the course of carrying out its obligations under this Agreement, excluding the Co-Benefit Reports.

Project Proponent has the same meaning as in the Carbon Farming Legislation.

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Purchaser's ANREU Account means the ANREU Account identified at item 17 of Schedule 1 (*Commercial Terms*) or such other ANREU Account as may be notified by the Purchaser to the Seller in writing from time to time (including another ANREU Account of the Purchaser or an ANREU Account of a third party).

Queensland Government Supplier Code of Conduct means, from time to time, the latest version of the Queensland Government Supplier Code of Conduct freely available on the Queensland Government website (www.qld.gov.au).

Queensland Indigenous Procurement Policy means, from time to time, the latest version of the Queensland Government Indigenous Procurement Policy freely available on the Queensland Government website (www.qld.gov.au).

Reassessment Date has the meaning give to it in cluse 6.7(b).

Representative means, for a Party, such Party's Affiliate, employee, agent, officer, director, auditor, adviser, debt financier (including members of a syndicate), partner, associate, consultant, joint venturer or sub-contractor.

Seller's ANREU Account means the ANREU Account identified at item 16 of Schedule 1 (*Commercial Terms*).

Seller's Cash Account means the bank account identified at item 15 of Schedule 1 (*Commercial Terms*).

Shortfall Default has the meaning given to it in clause 12.2(a).

Shortfall Event has the meaning given to it in clause 5.1.

Shortfall Volume means, for a Delivery Date, the ACCU Volume for that Delivery Date less the number of Project ACCUs actually delivered on that Delivery Date.

State means the State of Queensland.

State Covenants has the meaning given to it in clause 21.1.

State's Policies means:

(a) the Queensland Government Supplier Code of Conduct;

(b) the Queensland Indigenous Procurement Policy; and

(c) any other policy and/or procedure implemented or adopted by the Purchaser as may be notified by the Purchaser to the Seller from time to time.

Sunset Date means the date identified at item 14 of Schedule 1 (*Commercial Terms*).

Supplier has the meaning given to it in clause 18.7.

Surplus ACCUs means, for a Delivery Date, any ACCUs with Co-Benefits generated from the Project in addition to the ACCU Volume for each year preceding the Delivery Date.

Surviving Provisions means clauses 13.5, 14, 15, 16, 17, 19, 20, and 21.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed by a Government Agency.

Total Agreement Value has the meaning in item 6 of schedule 1 (*Commercial Terms*).

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Transfer Notice has the meaning given to it in clause 13.7.

Trust means the trust established pursuant to the Land Restoration Fund Trust Deed dated 20 August 2020 (as amended).

Trust Property means all the Trustee's rights, property and undertaking which are the subject of the Trust.

Trustee means Queensland Treasury Corporation, a corporation sole, established under the *Queensland Treasury Corporation Act 1988*.

Trustee Liability means any liability or obligation (of any kind including for negligence, in tort, in equity, or under statute) of the Trustee which arises in any way under or in connection with this Agreement or its performance, or any representation, warranty, conduct, omission, agreement or transaction made under or in connection with this Agreement or its performance.

Upfront Payment means the amount in Dollars identified at item 10 of Schedule 1 (*Commercial Terms*).

Upfront Payment Election means the Seller's and the Purchaser's option to elect to make the Upfront Payment Provisions effective by selecting "Applies" at item 9 of Schedule 1 (*Commercial Terms*).

Validated Monitoring and Reporting Plan means a current Monitoring and Reporting Plan, as described in the Applicable Standard, that has been prepared for the Project and validated by the Purchaser.

Withheld Payment has the meaning given to it in clause 6.7(b).

Year means a period of 365 days.

$ or Dollars means Australian Dollars.

Interpretation

1.2 In this Agreement (unless the contrary intention appears):

(a) headings and bold type are for convenience only and do not affect the interpretation of this Agreement;

(b) anything after the words 'include' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary;

(c) the singular includes the plural and the plural includes the singular;

(d) words of any gender include all genders;

(e) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;

(f) an expression importing a person includes any individual, firm, company, partnership, joint venture, consortium, trust, association, corporation, any Government Agency or other body corporate or entity (whether or not having separate legal personality);

(g) a reference to any thing (including any right) includes a part of that thing but nothing in this clause 1.2(g) implies that performance of part of an obligation constitutes performance of the obligation;

(h) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Agreement;

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(i) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;

(j) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;

(k) a reference to a Party to a document includes that Party's successors and permitted assignees;

(l) a reference to an agreement other than this Agreement includes any other agreement and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;

(m) a reference to an asset includes all property of any nature, including a business, and all rights, revenues and benefits;

(n) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;

(o) a reference to a document includes any agreement in writing, or any certificate, notice, agreement, instrument or other document of any kind;

(p) no provision of this Agreement will be construed adversely to a Party because that Party was responsible for the preparation of this Agreement or that provision;

(q) a reference to a body, other than a Party to this Agreement (including an institute, association or authority), whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

(r) references to time are to Brisbane time;

(s) the terms controls, controlled by, and under common control with mean the possession, directly or indirectly through one or more intermediaries, of more than 50% of the outstanding voting stock, or the power to direct or cause the direction of the management policies of any Party, whether through ownership of stock, as a general partner or trustee, by contract or otherwise;

(t) where this Agreement confers any power or authority on a person that power or authority may be exercised by that person acting personally or through an agent or attorney; and

(u) an Event of Default is 'continuing' or 'subsisting' if it has not been remedied or waived.

1.3 The terms of this Agreement will be interpreted in a manner that is consistent with the Carbon Farming Legislation and all other Applicable Laws.

1.4 Unless a provision of this Agreement expressly indicates to the contrary then all reference to an ACCU, an ACCU Volume and a Project ACCU (and all related terms) in this Agreement must be interpreted as an ACCU, an ACCU Volume and a Project ACCU generated by, relating to or otherwise connected with the Project.

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Schedules

1.5 The schedules to this Agreement are an integral part of this Agreement.

Headings

1.6 The headings of the articles, clauses, and schedules are inserted for convenience of reference only and do not affect the interpretation of this Agreement.

2. Term

2.1 This Agreement will come into effect on the Execution Date and will continue in effect until the End Date, unless terminated earlier in accordance with its terms or as otherwise agreed in writing by the Parties (**Agreement Term**).

3. Conditions Precedent

3.1 Clauses 4, 5, 6 and 7 of this Agreement are subject to, conditional on, and do not take effect until all Conditions Precedent have been satisfied by the Seller (or waived in accordance with clause 3.2) in a manner that is satisfactory to the Purchaser.

3.2 The Conditions Precedent are for the benefit of both the Purchaser and the Seller and may only be waived by written agreement between the Purchaser and the Seller. If satisfaction of a Condition Precedent is waived on the condition that the Seller satisfy that Condition Precedent or any other requirement at or before a particular time, the Seller must comply with that condition and if the Seller fails to do so, such failure will be deemed to be an immediate Event of Default under this Agreement.

3.3 The Purchaser may immediately terminate this Agreement by notice in writing to the Seller if the Conditions Precedent are not satisfied (or waived in accordance with clause 3.2) by the Seller in a manner that is satisfactory to the Purchaser by the Sunset Date.

4. Payment for ACCUs with Co-Benefits

Agreement

4.1 Subject to the provisions of this Agreement and in consideration of the Purchaser paying the On-Delivery Payments, the Annual Payments and if applicable, the Upfront Payment to the Seller, the Seller agrees to sell Project ACCUs to the Purchaser and the Purchaser agrees to purchase Project ACCUs from the Seller.

Delivery of Project ACCUs

4.2 The Seller must, on each Delivery Date, Deliver to the Purchaser all Project ACCUs for an applicable ACCU Volume free and clear of all Encumbrances by transferring all such Project ACCUs from the Seller's ANREU Account to the Purchaser's ANREU Account.

4.3 The Parties agree to co-operate with each other in relation to Delivery of the Project ACCUs and to do all such things as may be necessary (including as may be required by the Clean Energy Regulator) in order to enable or facilitate the transfer of Project ACCUs from the Seller's ANREU Account to the Purchaser's ANREU Account on each Delivery Date.

4.4 The Seller shall not be entitled to sell or otherwise supply any Surplus ACCUs to any third party unless and until, in respect of a Delivery Date, it has first Delivered all Project ACCUs for an applicable ACCU Volume to the Purchaser in respect of that Delivery Date and all preceding Delivery Dates. If a Shortfall

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Event occurs in respect of a Delivery Date, the Seller shall not be entitled to sell or otherwise supply Surplus ACCUs to any third party unless and until, in respect of a following Delivery Date, it has Delivered the applicable ACCU Volume (including the Shortfall Volume) on that Delivery Date in accordance with the requirements of clause 5.2.

On-Delivery Payment

4.5 The Purchaser must, within 20 Business Days of each Delivery of Project ACCUs for an applicable ACCU Volume into the Purchaser's ANREU Account, pay the On-Delivery Payment payable by the Purchaser to the Seller to the Seller's Cash Account.

4.6 The Purchaser must, promptly after paying the On-Delivery Payment in accordance with the provisions of clause 4.5 and following the Seller's request, provide the Seller with a copy of an electronic funds transfer notice from an authorised deposit taking institution in Australia that shows that the payment representing the On-Delivery Payment has been made to Seller's Cash Account.

Annual Payments

4.7 Subject to clauses 6.5 to 6.88 inclusive, the Purchaser must, within 20 Business Days of receipt by it of each Co-Benefit Report delivered to it by the Seller in accordance with the provisions of clause 6.3, make the Annual Payment to the Seller's Cash Account.

4.8 The Purchaser must, promptly after paying each Annual Payment, provide the Seller with a copy of an electronic funds transfer notice from an authorised deposit taking institution in Australia that shows that the payment representing the Annual Payment has been made to the Seller's Cash Account.

Upfront Payment

4.9 If the Upfront Payment Election applies to this Agreement, the Purchaser must make the Upfront Payment to the Seller's Cash Account within 20 Business Days of the Effective Date.

5. Delivery Shortfall

5.1 Subject to the provisions of clause 12.2(a), if, on a Delivery Date, the Seller Delivers a number of Project ACCUs that is less than the ACCU Volume for that Delivery Date, then this will constitute a shortfall under this Agreement (**Shortfall Event**).

5.2 If a Shortfall Event has occurred then the ACCU Volume deliverable on the Delivery Date that is immediately subsequent to the Delivery Date with respect to which the Shortfall Event occurred will automatically be increased by the volume of Project ACCUs that is equal to the Shortfall Volume for that Shortfall Event and the Delivery Schedule will be deemed to be automatically (and without the need for any formal amendment) updated to reflect such increase.

5.3 Subject to the provisions of clause 12.2(a), the provisions of clause 5.2 will apply throughout the Effective Term on a cumulative basis such that the Final ACCU Volume will be increased by a number of Project ACCUs that is equal to the aggregate of all Shortfall Volumes up to the final Delivery Date.

6. Co-Benefits

Undertaking

6.1 The Seller must throughout the Effective Term undertake and perform each Co-Benefit Activity for each Co-Benefit in accordance with the Applicable Standard and in accordance with the requirements set out in the Co-Benefit Activities Schedule or as required for a Co-Benefit Activity in any Validated Monitoring and Reporting Plan.

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6.2 The Seller must notify the Purchaser in writing as soon as it becomes aware of any failure to comply with, or actual or reasonably foreseeable delays in complying with, the requirements in the Co-Benefit Activities Schedule or any Validated Monitoring and Reporting Plan. Upon receiving such notice, or if the Purchaser otherwise becomes aware of any such actual or reasonably foreseeable delays, the Purchaser may issue a reasonable request, direction or requirements pursuant to clause 9.1(d)(iii) or exercise such other rights as the Purchaser is entitled to under this Agreement. In the event of a failure by the Seller to comply with such reasonable request, direction or requirements to the Purchaser's satisfaction, the Purchaser may issue a notice of failure in accordance with clause 12.1(b).

Co-Benefit Report

6.3 The Seller must, on each Co-Benefit Report Due Date (or such later date as may be agreed to by the Purchaser in writing), provide the Purchaser with a Co-Benefit Report for the Year ending on that Co-Benefit Report Due Date.

6.4 If the Seller is required to provide third party assurance for the Co-Benefits being claimed, the Co-Benefit Report must be accompanied by third party certification in accordance with the Applicable Standard.

Performance Review

6.5 With respect to each Co-Benefit Report delivered by the Seller under clause 6.3, the Purchaser's obligation to make the related Annual Payment in accordance with the provisions of clause 4.7 will be suspended until such time as the Purchaser has had an opportunity (acting reasonably) to review, assess and consider the Co-Benefit Report delivered by the Seller to the Purchaser on the applicable Co-Benefit Report Due Date for the purposes of determining the level of the Seller's performance of its undertaking in clause 6.1 between the Effective Date and that Co-Benefit Report Due Date (**Performance Review**).

6.6 For the purposes of clause 6.5:

(a) the Purchaser will use reasonable endeavours to undertake the Performance Review within 40 Business Days;

(b) despite clause 6.6(a), the Seller acknowledges and agrees that a period of time in excess of 40 Business Days may be required by the Purchaser to undertake the Performance Review; and

(c) if undertaking the Performance Review by the Purchaser will, is likely to, or exceeds 40 Business Days, the Purchaser will provide a non-binding timing estimate to the Seller as to when the Purchaser anticipates it will undertake the Performance Review (acting reasonably).

6.7 If, following a Performance Review, the Purchaser determines, acting reasonably, that:

(a) the level of the Seller's performance of its undertaking in clause 6.1 is satisfactory to the Purchaser then the suspension of the Purchaser's obligation to make the Annual Payment will be lifted and the Purchaser will be required to make the Annual Payment to the Seller in accordance with the provisions of clause 4.7 within 20 Business Days of such determination; or

(b) the level of the Seller's performance of its undertaking in clause 6.1 is not satisfactory to the Purchaser then the suspension of the Purchaser's obligation to make the Annual Payment will remain in place and the Purchaser may withhold the Annual Payment (in whole or in part and notwithstanding the occurrence or continuation of any Force Majeure Event (the **Withheld Payment**)) until the Co-Benefit Report Due Date that is immediately subsequent to the Co-Benefit Report Due Date for which such Performance Review was undertaken by the Purchaser (**Reassessment Date**). The Purchaser's right to suspend the Purchaser's obligation

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to make the Annual Payment and withhold all or part of the Annual Payment under this clause 6.77(b) is in addition to any other rights and remedies of the Purchaser in respect of any failure by the Seller to perform or comply with any of its obligations under this Agreement.

6.8 If the Purchaser makes a determination in accordance with the provisions of clause 6.7(b) then, on the applicable Reassessment Date and following the Performance Review undertaken by the Purchaser for that Reassessment Date, the Purchaser may elect to make the Withheld Payment (in whole or in part) to the Seller in addition to the Annual Payment that may (subject to the provisions of clause 6.77) be due for payment by the Purchaser to the Seller for the Co-Benefit Report delivered to the Purchaser by the Seller on that Reassessment Date. For the avoidance of doubt, if the Purchaser elects not to make the Withheld Payment in accordance with the provisions of this clause 6.88, then the Purchaser's obligation to make that Withheld Payment in accordance with the provisions of clause 4.7 will no longer be suspended but will be deemed to have lapsed as of the date that the Purchaser elects not to make the Withheld Payment in accordance with the provisions of this clause 6.88.

Access to documents, persons and Project Land in relation to Permitted Activities

6.9 If requested by the Purchaser in writing (from time to time) the Seller must provide or make available to the Purchaser and/or the Independent Verifier (as applicable):

(a) all documentation and evidence reasonably requested by the Purchaser and/or the Independent Verifier (as applicable); and

(b) access to all of the Seller's Representatives who have been involved in undertaking and performing each Co-Benefit Activity,

in each case, to carry out the Permitted Activities; and

(c) the Seller must provide (or, to the extent that the Seller does not own the Project Land, the Seller must procure that the Landholder provides) to the Purchaser (and/or its Representative(s)) and/or the Independent Verifier for the purpose of undertaking the Permitted Activities, non-exclusive access to the Project Land (and all other sites and locations where each Co-Benefit Activity has been undertaken and performed) and any other permissions reasonably necessary for the Purchaser (and/or its Representative(s)) and/or the Independent Verifier to carry out the Permitted Activities.

6.10 If the Purchaser wishes to exercise its rights under clause 6.9(c) then it must provide the Seller (or, to the extent that the Seller does not own the Project Land, the Landholder) with reasonable notice of the date, time, and duration of the proposed access to the Project Land.

6.11 The Purchaser's, its Representatives' and/or the Independent Verifier's access to the Project Land is at the Purchaser's own risk.

Negative covenant

6.12 The Seller must not sell, dispose of, Encumber, convey, transfer, assign, novate or otherwise deal with any Co-Benefit Unit, or any other rights, entitlements or benefits (legal, equitable or otherwise) arising out of or in connection with the Co-Benefits, or the undertaking and performance by the Seller of any Co-Benefit Activity, to any other person or party in respect of the Co-Benefits which are the exclusive right of the Purchaser pursuant to clause 6.133.

Exclusive right to Co-Benefit Units

6.13 The Seller confirms and acknowledges for the benefit of the Purchaser that to the extent that any Co-Benefit Units are capable of being created, generated or issued out of or in connection with the Co-Benefits or the undertaking and performance by the Seller of any Co-Benefit Activity, the Seller must:

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(a) subject to clause 6.144, take all steps that are reasonably necessary to create, generate or be issued with such Co-Benefit Units; and

(b) with respect to a quantity of Co-Benefit Units that represent such percentage of the total number of Co-Benefit Units that are capable of being created, generated or issued as is equal to the percentage of the total number of ACCUs with Co-Benefits capable of being created, generated or issued by the Project that are purchased by the Purchaser under this Agreement, transfer (by way of assignment, novation or otherwise), all of its legal and beneficial title (free and clear of all Encumbrances) to such Co-Benefit Units to the Purchaser.

6.14 Without limiting the title transferred to the Purchaser pursuant to clause 6.13(b), if a Co-Benefit Unit is capable of being issued and traded independently of the Project ACCUs (for example, a biodiversity or nature credit), the Purchaser acknowledges that it does not require the Seller to create, generate or be issued with such units for the purposes of this Agreement.

6.15 For the avoidance of doubt, clauses 6.12 and 6.13 do not apply to any co-benefit unit derived from a co-benefit for the Project that is not a Co-Benefit under this Agreement.

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7. Subcontracting

Engagement of subcontractors by the Seller

7.1 Subject to clause 7.5, the Seller may not delegate or subcontract the performance of any of its obligations under clauses 4 and 6 or the exercise of any of its rights under this Agreement to any third party unless the Purchaser gives written notice approving that third party (**Approved Subcontractor**), which notice may not be unreasonably withheld.

7.2 The Seller will notify the Purchaser as soon as reasonably practicable if it intends to propose a third party as an Approved Subcontractor under this Agreement and provide the Purchaser with the following information:

(a) the identity and address of the proposed subcontractor;

(b) the responsibilities, obligations and rights under this Agreement are proposed to be delegated and/or subcontracted to the proposed subcontractor; and

(c) such other information as reasonably requested by the Purchaser in connection with the proposed delegation or subcontracting, including details of the experience and qualifications of the proposed subcontractor.

7.3 If directed by the Purchaser, the Seller must allow the Purchaser to review the terms of any agreement under which the Seller proposes to engage an Approved Subcontractor. If the Purchaser gives notice requesting to review such terms, the Seller must not engage the Approved Subcontractor unless the Purchaser gives notice that it approves the terms, such notice not to be unreasonably withheld by Purchaser.

7.4 The Seller acknowledges and agrees that if it engages a subcontractor it will be responsible for ensuring the suitability of any subcontractor appointed by it and that the work performed by the subcontractor meets the requirements of this Agreement.

7.5 Clause 7.1 does not apply to subcontracts of a minor nature, including but not limited to subcontracts defined as minor in a State policy.

Subcontracting by the Purchaser

7.6 The Purchaser may delegate or subcontract its responsibilities and obligations or the exercise of any of its rights under this Agreement to any person without the Seller's prior consent.

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Continued liability

7.7 Delegating or subcontracting in the manner contemplated by clauses 7.1, 7.5 and 7.6 will not relieve a Party from any of its liabilities or obligations under this Agreement and such Party will remain liable to the other Party for:

(a) the performance of its responsibilities and obligations under this Agreement irrespective of whether any such responsibilities and obligations have been delegated or subcontracted; and

(b) the acts, defaults, neglects and omissions of an Approved Subcontractor and its personnel and agents, as if they were the acts, defaults, neglects and omissions of the Party that has delegated or subcontracted in accordance with the provisions of clauses 7.1 and 7.6.

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8. Representations and warranties

Purchaser representations and warranties to the Seller

8.1 The Purchaser represents and warrants to the Seller that each of the following statements is true and accurate as at the date of this Agreement:

(a) it is duly organised and validly existing under the laws of its jurisdiction and is qualified to conduct its business in that jurisdiction;

(b) it has the power and authority to enter into and comply with its obligations under this Agreement;

(c) this Agreement constitutes its legal, valid, and binding obligations enforceable in accordance with its terms; and

(d) the execution, delivery, and performance of its obligations under this Agreement will not contravene any Applicable Law.

Seller representations and warranties to the Purchaser

8.2 Subject to the provisions of clauses 8.3 and 8.5, the Seller represents and warrants to the Purchaser that each of the following statements is true and accurate as at the date of this Agreement, on each Delivery Date and on each date on which the Purchaser pays an On-Delivery Payment in accordance with the provisions of clause 4.5:

(a) it is duly organised and validly existing under the laws of its jurisdiction and is qualified to conduct its business in that jurisdiction;

(b) the execution, delivery, and performance of this Agreement are within its powers, have been duly authorised by all necessary action, and do not violate or conflict with or require any consent or waiver under any of the terms or conditions in its governing documents or any material contract to which it is a party or by which any of its assets are bound or affected, or any law, rule, regulation, order, statement of claim, judgment, decree or other legal or regulatory determination applicable to it;

(c) this Agreement constitutes its legal, valid, and binding obligations enforceable in accordance with its terms;

(d) there is no Insolvency Event pending or being contemplated by it or threatened against it;

(e) there are no claims, actions, proceedings or investigations pending or threatened against or relating to it before any competent authority that may materially adversely affect its ability to perform its obligations under this Agreement;

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(f) it is not subject to any outstanding judgment, rule, order, statement of claim, injunction or decree of competent authority that materially adversely affects its ability to perform its obligations under this Agreement;

(g) this Agreement, the execution, and delivery of this Agreement and the fulfilment and compliance with the terms of this Agreement by it will not materially conflict with any of, or require the consent of any person under, any loan or security agreement, or other material agreement, to which it is a party;

(h) the Project is an Eligible Offsets Project (and for the avoidance of doubt, no part of the Project Land which is also part of the project land under the Carbon Farming Legislation is used to meet an obligation under a Commonwealth, State or Territory law to offset or compensate for the adverse impact of an action on vegetation);

(i) all Consents necessary for it to perform its obligations under this Agreement have been obtained and are in full force and effect and it is in compliance with all such Consents;

(j) it has not received any notice of violation of any Consents relating to the Project;

(k) it is not aware of any circumstances which have, or could be reasonably expected to, adversely affect:

(i) the ability of the Project to generate ACCUs;

(ii) its ability to develop and operate the Project; or

(iii) its ability to comply with its obligations under this Agreement;

(l) it is not in breach of its obligations under any other agreement executed in respect of or in connection with the Project;

(m) all information, data, and records provided by it to the Purchaser, and their nominees, or to any government, governmental body, regulator or competent authority, including the Clean Energy Regulator, is true and accurate in all material respects; and

(n) each author or creator of Project Materials and Co-Benefit Reports has:

(i) unconditionally and irrevocably consented to all acts or omissions in relation to that author's or creator's moral rights in the Project Materials and Co-Benefit Reports which may or might otherwise constitute a breach or infringement of those moral rights;

(ii) unconditionally and irrevocably waived all moral rights in the Project Materials and Co-Benefit Reports; and

(iii) to the extent that the consent or waiver at (ii) above does not operate as an immediate consent in relation to or waiver of these rights, unconditionally and irrevocably agreed to provide a written consent and waiver at any time at the Purchaser's request, in accordance with (i) and (ii) above;

(o) no Conflict of Interest has occurred or is subsisting;

(p) it is the Project Proponent with respect to the Project;

(q) with respect to each Project ACCU deliverable by the Seller to the Purchaser on a Delivery Date, it has full legal and beneficial, good and marketable title that is free and clear of all Encumbrances to such Project ACCU immediately prior to delivery of such Project ACCU to the Purchaser on such Delivery Date; and

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(r) it has not, and will not cause to be created or otherwise accepted any other domestic, voluntary or international unit(s) for the same reductions in Greenhouse Gases and/or Co-Benefit Activities that gives rise to the Project ACCUs to ensure that any reductions in Greenhouse Gases and/or generation of Co-Benefits Units underlying the Project ACCUs are not double counted or double claimed.

8.3 The statement in clause 8.2(q) is repeated by the Seller on each Delivery Date and on each date on which the Seller actually delivers each Project ACCU to the Purchaser (if on a date other than a Delivery Date) and not at any other time.

8.4 The statements in clauses 8.2(h) and 8.2(p) are repeated by the Seller on each Delivery Date and on each date on which the Purchaser pays an On-Delivery Payment in accordance with the provisions of clause 4.5 and not at any other time.

Mutual representation and warranties of the Seller and the Purchaser

8.5 Each Party represents and warrants to the other that to the best of its knowledge and belief at the Execution Date, it owns its Background IP, or otherwise has the right to use and licence its Background IP in accordance with this Agreement.

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9. Undertakings

General undertakings

9.1 The Seller must, throughout the Agreement Term:

(a) not sell, dispose of, Encumber, convey, transfer, assign, novate or otherwise deal with the Project ACCUs or any Surplus ACCUs other than in accordance with this Agreement;

(b) maintain the Seller's ANREU Account in order to give effect to the transactions contemplated by this Agreement;

(c) not do anything or become involved in any situation which, in the reasonable opinion of the Purchaser, reflects unfavourably upon the Purchaser, the State (or any of its Affiliates) and/or the Project; and

(d) comply with:

(i) all Applicable Laws (including obtaining and maintaining all Consents);

(ii) standards of professional care and diligence of the industry to which the Seller belongs; and

(iii) the Purchaser's reasonable requests, directions and requirements in connection with the performance by the Seller of its obligations under this Agreement, in each case, to the Purchaser's satisfaction;

(e) develop and operate the Project in a manner that ensures that the Project is at all times prioritising the generation of ACCUs with Co-Benefits and use best endeavours to maximise the generation of ACCUs with Co-Benefits by the Project; and

(f) not change the carbon estimation area for the Project without obtaining the Purchaser's prior written consent.

State's Policies

9.2 The Seller must, throughout the Agreement Term:

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(a) inform itself of and comply with (and procure that each of its Representatives informs itself of and complies with) the State's Policies;

(b) use best endeavours to keep itself (and each of its Representatives) appraised of any updates or amendments to a State's Policy; and

(c) notify the Purchaser in writing (**Non-Compliance Notice**) within 10 Business Days of becoming aware that:

(i) it is no longer compliant with or will be unable to continue to comply with a State's Policy; and

(ii) compliance by it with a State's Policy would have a materially adverse impact on the Seller or the performance by it of its obligations under this Agreement.

9.3 On receipt of a Non-Compliance Notice the Purchaser may, at its absolute discretion:

(a) provide all necessary assistance to the Seller (and/or its Representatives) such that the Seller (and/or its Representatives) is able to resume or continue compliance with the State's Policies; or

(b) terminate this Agreement by notice in writing to the Seller.

9.4 The Purchaser will use best endeavours to inform the Seller within a reasonable time period of becoming aware of any update or amendment to a State's Policy.

Information provision

9.5 The Seller must:

(a) within 5 Business Days of the occurrence of a Shortfall Event, provide an explanation to the Purchaser explaining the reasons for the Shortfall Event and such explanation must be accompanied by evidence (in form and substance satisfactory to the Purchaser) supporting such explanation; and

(b) throughout the Agreement Term, provide to the Purchaser immediately upon becoming aware of or receiving (whichever is the earliest):

(i) notice of any actual or potential breach by it or any of its Representatives of the Carbon Farming Legislation or any other Applicable Laws; and

(ii) the details of any claim, counterclaim, material litigation, arbitration or administrative proceedings which are current, pending or threatened in writing against it and which might, if adversely determined, materially affect its ability to comply with its obligations under this Agreement.

Books and records

9.6 The Seller will, throughout the Agreement Term, maintain adequate Books and Records with prudent business practice having regard to the nature of its business and assets and its obligations under this Agreement.

Rights of access to persons and materials

9.7 Without limiting the scope of clause 6.9, the Seller provides (and must procure that each of its Representatives provides), upon reasonable notice and during normal business hours, full and free access and reasonable assistance to the Purchaser (and its Representatives) to:

(a) speak to the persons associated with the Project;

(b) locate, examine, inspect, and copy any material (including any Books and Records) in the possession of the Seller (or any of its Representatives) which is relevant to this Agreement or necessary for the Purchaser to:

(i) comply with Applicable Laws (including Applicable Laws relating to Tax);

(ii) defend or deal with litigation upon reasonable request by the Purchaser (provided that this obligation does not require the Seller to provide access to information if it might result in a loss of any legal professional privilege); and

(iii) comply with its obligations under this Agreement; and

(c) locate and make copies of any of the Seller's Accounts, records, documents and other material that relate directly or indirectly to the receipt, expenditure, or payment of payments made to the Seller by the Purchaser.

9.8 The Purchaser's right of access under clause 9.7 may be exercised any number of times throughout the Agreement Term provided that it is exercised by the Purchaser for any reasonable purpose relating to this Agreement, including for financial or compliance audits, or reviews of the Seller's performance of its obligations of this Agreement.

9.9 The Purchaser will bear all costs incurred by the Seller as a result of the Seller's compliance with its obligations under clause 9.7.

9.10 When accessing premises and/or records in accordance with clause 9.7, the Purchaser will use its best endeavours to minimise interference to the Seller.

Insurance

9.11 The Seller will (or where applicable in respect of professional indemnity insurance, procure that its professional advisers) take out and maintain throughout the Agreement Term commercially reasonable Insurances in respect of the Project.

Arm's length dealings

9.12 Neither Party will transact with third parties in a manner which would reasonably be expected to materially adversely affect the ability of that Party to fulfil its obligations under this Agreement.

9.13 Any transaction by a Party with a third party in connection with the Project must be on arm's length terms for valuable commercial consideration in the ordinary course of that Party's business.

Conflict of Interest

9.14 If, during the Agreement Term, a Conflict of Interest arises, or appears likely to arise, the Seller must notify the Purchaser immediately and take such steps as are necessary to expeditiously resolve or otherwise deal with such Conflict of Interest, as may be required by the Purchaser to its satisfaction.

9.15 If a Conflict of Interest cannot be resolved or otherwise dealt with to the satisfaction of the Purchaser in accordance with the provisions of clause 9.14, the Purchaser may terminate this Agreement by notice in writing.

10. Force Majeure

10.1 Upon the occurrence of a Force Majeure Event, the FM Affected Party must notify the other Party in writing of the commencement of the Force Majeure Event, providing in reasonable detail, to the extent available to the FM Affected Party:

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(a) details of the event or circumstance causing the Force Majeure Event;

(b) the steps being taken by the FM Affected Party to remove or mitigate the effects of the Force Majeure Event; and

(c) a non-binding estimate of the extent and the expected duration of its inability to perform its obligations due to the Force Majeure Event.

10.2 The obligations of both Parties with respect to the obligations affected by the Force Majeure Event will be suspended for the period that the Force Majeure Event results in or causes the failure of the FM Affected Party to perform its obligations (**Force Majeure Period**). During the Force Majeure Period, the FM Affected Party must use all reasonable endeavours to overcome the Force Majeure Event. Upon the Force Majeure Event being overcome or it ceasing to subsist, both Parties will, as soon as reasonably practicable thereafter, resume their obligations under this Agreement (including, for the avoidance of doubt, any suspended obligations). Where the Force Majeure Event has prevented delivery of Project ACCUs occurring on any Delivery Date, the Parties will, acting in good faith, make reasonable endeavours to agree a revised Delivery Schedule with revised Delivery Dates and/or revised ACCU Volumes (as applicable) to take account of the delay occasioned by the Force Majeure Event within 20 Business Days of the Force Majeure Event being overcome or it ceasing to subsist.

10.3 Where a Force Majeure Period continues for a period of 365 days or the Parties are unable to agree a revised Delivery Schedule in accordance with the provisions of clause 10.2, either Party may, by written notice to the other Party, terminate this Agreement in accordance with clause 13.2(a).

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11. Change in Law

Change in Law - Carbon Farming Legislation

11.1 If, at any time during the Agreement Term, a Change in Law prevents, limits or restricts the Seller from:

(a) being entitled to be issued with or Deliver any Project ACCUs; or

(b) otherwise comply with its obligations under this Agreement insofar as they relate to the generation, issuance, sale or Delivery of Project ACCUs,

(each, a **CFL Change in Law Event**) then if there is an Equivalent Emissions Trading Scheme pursuant to which the Seller may create, register or deliver Equivalent Emissions Reduction Units with respect to the Project:

(c) the Seller must (subject to the provisions of clause 18.4) deliver such Equivalent Emissions Reductions Units in place of ACCUs to the Purchaser and all other rights and obligations of the Parties under this Agreement will continue to be effective in all respects, in each case as though such Equivalent Emissions Reductions Units were ACCUs, under this Agreement;

(d) this Agreement will not be regarded as frustrated; and

(e) neither Party will have any right to terminate this Agreement.

11.2 If there is more than one type of Equivalent Emissions Reductions Unit capable of being created, registered and delivered by the Seller with respect to the Project, then the Equivalent Emissions Reductions Unit of the highest monetary value is required to be created, registered and delivered to the Purchaser in accordance with the provisions of clause 11.1(c).

11.3 Any direct costs and expenses incurred by the Seller (not including adviser's and consultant's fees) in connection with the creation, registration and delivery of an Equivalent Emissions Reductions Unit to the Purchaser must be reimbursed to it by the Purchaser, up to a maximum of a 20% difference from the

direct costs that would have been incurred had the Equivalent Emissions Reductions Unit been an ACCU Issued pursuant to the CFI Act.

11.4 If, following the occurrence of a CFL Change in Law Event, there is no Equivalent Emissions Reductions Unit capable of creation, registration and delivery:

(a) the Seller must on each remaining Delivery Date, deliver audited reports verifying the number of ACCUs that would have been delivered on that Delivery Date but for the occurrence of the CFL Change in Law Event; and

(b) the Parties must otherwise continue to comply with all other provisions of this Agreement (to the extent that it is practicable to do so),

provided always that to the extent it is necessary to do so (in the opinion of both Parties), the Parties must meet and negotiate in good faith any amendments that are required to be made to this Agreement in order to effect the provisions of this clause.

12. Events of Default

Events of Default with respect to any Party

12.1 The occurrence with respect to a Party of any of the following events in this clause 12.1 will be an Event of Default with respect to such Party:

(a) **non-payment:** the Party fails to pay any amount when due under this Agreement and such failure is not remedied within 20 Business Days of the Non-Defaulting Party giving the Defaulting Party notice of that failure;

(b) **other breach:** the Party fails to perform or comply with any of its obligations (other than any payment obligation) under this Agreement and, if capable of remedy, such failure is not remedied within 20 Business Days of the Non-Defaulting Party giving the Defaulting Party notice of that failure, or such failure is incapable of remedy; and

(c) **misrepresentation:** any representation or warranty made, or deemed to have been made or repeated by a Party to this Agreement proves to have been recklessly, wilfully or intentionally false or materially misleading at the time it was made, or was deemed to have been made or repeated and, where the circumstance causing that representation or warranty to be so false or materially misleading is capable of being remedied, it is not so remedied within 30 Business Days of the earlier of the Defaulting Party becoming aware of the default or notice from the Non-Defaulting Party to the Defaulting Party requiring the Defaulting Party to remedy the default.

Events of Default with respect to the Seller

12.2 The occurrence with respect to the Seller of any of the following events in this clause 12.2 will be an Event of Default:

(a) **shortfall in Delivery of ACCU Volumes:** the aggregate number of Project ACCUs Delivered on two consecutive Delivery Dates is less than 25% of the aggregate of the ACCU Volumes for those Delivery Dates (**Shortfall Default**) and, following notice by the Purchaser to the Seller, the Seller fails (within the time period specified in such notice) to Deliver such number of Project ACCUs to the Purchaser as is required to cure the Shortfall Default;

(b) **Co-Benefit Activities:** the Purchaser determines after undertaking a Performance Review that the level of the Seller's performance of its undertaking in clause 6.1 is not satisfactory to the Purchaser and, following notice by the Purchaser to the Seller, the Seller fails (within the time

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period specified in such notice) to begin undertaking and performing the Co-Benefit Activities to the Purchaser's satisfaction;

(c) **fraud, negligence, wilful misconduct:** any fraud, negligence or wilful misconduct of the Seller in connection with or arising out of any act or omission of the Seller relating to any matter contemplated by this Agreement, immediately on the Seller providing the Purchaser with notice in writing with respect to any such fraud, negligence or wilful misconduct of the Seller; and

(d) **insolvency:** the occurrence of an Insolvency Event with respect to the Seller.

12.3 Where the Seller is notified of and required by the Purchaser to remedy any event or circumstance set out in clauses 12.1 or 12.2 prior to the expiry of any grace period that is applicable to such event or circumstance (and the expiry of which would cause such event or circumstance to become an Event of Default), the Seller must keep the Purchaser informed at all times of the measures it is taking to remedy such event or circumstance within any such applicable grace period.

12.4 Upon the occurrence of an Event of Default in respect of a Defaulting Party or at any time thereafter while such Event of Default is subsisting, the Non-Defaulting Party may, suspend its payment or delivery obligations under this Agreement. The Non-Defaulting Party may also, in its sole and absolute discretion seek to resolve the matter as a dispute in accordance with the provisions of clause 19.

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13. Termination and survival of the Project

Default termination

13.1 Upon the occurrence of an Event of Default in respect of a Defaulting Party or at any time thereafter while such Event of Default is subsisting, the Non-Defaulting Party may, in its sole and absolute discretion and by written notice to the Defaulting Party immediately terminate this Agreement.

Non-default termination

13.2 In addition to the right of termination set out in clause 13.1:

(a) either Party may also terminate this Agreement:

(i) if a Force Majeure Period is continuing, in accordance with the provisions of clause 10.3; and

(ii) by notice to the other Party, requesting the agreement of that other Party to terminate this Agreement by acknowledging (by way of countersignature) such notice and such other Party agrees to the terminate this Agreement; and

(b) the Purchaser may also terminate this Agreement:

(i) if the Conditions Precedent are not satisfied, in accordance with the provisions of clause 3.3;

(ii) upon receipt of a Non-Compliance Notice, in accordance with the provisions of clause 9.3; and

(iii) if a Conflict of Interest cannot be managed to the satisfaction of the Purchaser, in accordance with the provisions of clause 9.

Consequences of termination

13.3 Upon termination of this Agreement, each Party's rights and obligations under this Agreement will be released and discharged in full, except for:

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(a) the Surviving Provisions; and

(b) any other rights and obligations accruing prior to the date of termination,

which, in each case, will survive any such termination.

13.4 For the avoidance of doubt, if upon the termination of this Agreement, any amount is owing by one Party to the other, such amount must be paid by that Party to the other on the date of termination in full and final satisfaction of all obligations owed by that Party to the other Party.

13.5 If at any time a right to terminate this Agreement is exercised by the Purchaser for any event or circumstance other than under clause 10.3 due to a Force Majeure Event, the Purchaser may give written notice to the Seller requiring repayment of all or any part of the Upfront Payment (if any) already paid by the Purchaser (which notice may be given in the Purchaser's sole discretion), and the Seller must repay to the Purchaser the amount specified in the Purchaser's notice on demand.

Set-off

13.6 On termination of this Agreement for any reason whatsoever, a Party may, without prejudice to any other right or remedy which may be available to it, whether under this Agreement or otherwise, set-off against any sums payable by that Party to the other Party under this Agreement, and/or deduct or withhold from payment of any such sums, any liability of the other Party, howsoever arising and whether such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination.

Transfer of the Project directed by Purchaser

13.7 If:

(a) a right to terminate this Agreement in accordance with the provisions of clauses 13.1 or 13.2 becomes exercisable; and

(b) the Parties agree that the Seller is unable, for any reason whatsoever, to carry on with the Project and to continue to comply with its obligations under this Agreement; and

(c) the Purchaser wishes to facilitate the continuation of the Project and this Agreement for the remainder of its Term,

then, the Purchaser may (acting in its absolute discretion) provide the Seller with a notice (the **Transfer Notice**), requiring the Seller to transfer all of its rights and obligations under this Agreement, whether by way of assignment, novation or by any other means, to such nominee of the Purchaser (the **Nominee**) as must be identified by the Purchaser in the Transfer Notice.

13.8 Upon receipt of a Transfer Notice, the Seller must:

(a) do all things that are necessary to transfer all of its rights and obligations under this Agreement, whether by way of assignment, novation or by any other means to the Nominee; and

(b) do or procure any other relevant person to do all other things that may be reasonably necessary in order to effect the Seller's undertaking in clause 13.8(a), which may, for the avoidance of doubt, include the transfer of all of the Seller's legal and beneficial rights to the Project, the Project Land and the transfer of all its rights and obligations under any other agreement (whether by way of assignment, novation or any other means) that relates to the Project or the performance by the Seller of its obligations under this Agreement, to the Nominee,

in each case, at the full cost of the Purchaser.

13.9 For the avoidance of doubt, where a right to terminate this Agreement is exercisable by the Seller, the exercise of such right by the Seller is subject always to the Purchaser's right to provide the Seller with a Transfer Notice in accordance with the provisions of clause 13.7.

14. Liability

Limitation of liability

14.1 The Parties agree that, notwithstanding any other provision of this Agreement (but without prejudice to the Purchaser's obligation to pay any costs of the Seller which the Purchaser is expressed to be responsible for under the terms of this Agreement), the Purchaser will have no liability to the Seller or to any person for any direct or indirect losses, claims, damages, liabilities or expenses (including legal fees) in respect of the Project, including in relation to:

(a) the development and operation of the Project, including in respect of any environmental liabilities associated with the Project; and

(b) any liability in relation to injury or death to persons or damage to real or personal property caused, directly or indirectly, by the actions, omissions or negligence of the Seller; and

(c) any failure by the Seller to comply with its obligations under this Agreement or any Applicable Law.

Consequential loss

14.2 Each Party agrees that it will not be liable to the other whether by way of indemnity or statute (to the extent that it is possible to limit such liability), in tort (for negligence or otherwise), or on any other basis in law or equity for any Consequential Loss arising under or in connection with this Agreement.

Exclusion to limitations

14.3 Nothing in clauses 14.1 or 14.2 will exclude or in any way limit a Party's liability for:

(a) fraud;

(b) personal injury, including sickness, injury or death;

(c) loss of, or damage to, tangible property;

(d) any liability to the extent the same may not be excluded or limited as a matter of law; or

(e) Intellectual Property Rights infringement.

Limitation of Liability of Trustee

14.4 The Trustee's liability to any person in connection with this Agreement (or any transaction in connection with it) is limited to the extent to which the liability can be satisfied out of the Trust Property by the Trustee exercising its right of indemnity out of the Trust Property.

14.5 Clause 14.4 applies despite anything else in this Agreement but subject to clauses 14.6 and 14.7.

No proceedings

14.6 The Seller may not seek to recover any amounts owing to it under this Agreement by applying to have the Trustee wound up. However, the Seller may:

(a) do anything necessary to enforce its rights in connection with the Trust Property; and

(b) take proceedings to obtain:

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(i) an injunction or other order to restrain any breach of this Agreement by the Trustee; or

(ii) declaratory relief or other similar judgment or order as to the obligations of the Trustee under this Agreement.

When the limitation does not apply

14.7 The limitation and restriction under clause 14.4 and clause 14.6 does not apply to a liability to the extent that it is not satisfied because there is a reduction in the extent of the Trustee's indemnification out of the Trust Property as a result of the Trustee's fraud.

Liability must be limited

14.8 The Trustee is not obliged to do or not do any thing in connection with this Agreement (including enter into any transaction or incur any liability) unless the Trustee's liability is limited in a manner which is consistent with this clauses 14.4 to 14.7.

14.9 This clause 14 will survive the termination (for any reason whatsoever) of this Agreement.

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15. Intellectual Property and Knowledge Sharing

Intellectual Property

15.1 Nothing in this Agreement affects ownership of Background IP.

15.2 All rights in and title to the Project Material and the Co-Benefit Reports will vest in accordance with the Knowledge Sharing and IP Management Plan or, if not specified in the Knowledge Sharing and IP Management Plan, will vest in the Purchaser and the State.

15.3 For the purpose of giving effect to the Knowledge Sharing and IP Management Plan, the Seller grants to each of the Purchaser and the State a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence (including a right to sub-license) to use, communicate, reproduce, publish, adapt, and modify:

(a) the Project Material;

(b) the Seller's Background IP insofar as it forms part of the Project Material; and

(c) the Co-Benefit Reports for the Purchaser's non-commercial purposes.

15.4 The Purchaser grants to the Seller for the purpose of giving effect to the Knowledge Sharing and IP Management Plan a non-exclusive, non-transferable, royalty-free licence to use the Purchaser's Background IP solely for the purposes of developing and operating the Project and exercising its rights in the Project Material (insofar as the Purchaser's Background IP forms part of the Project Material).

15.5 The Seller will do all things necessary (including, to the extent necessary or required, obtaining Consents) to ensure:

(a) the vesting of the Project Material and Co-Benefit Reports in accordance with clause 15.2; and

(b) the licensing of the Project Material and Co-Benefit Reports in accordance with clause 15.3.

Knowledge Sharing

15.6 The Seller must:

(a) in consultation with the Purchaser, implement and comply with the Knowledge Sharing and IP Management Plan;

(b) ensure the delivery of the Knowledge Sharing Deliverables; and

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(c) as reasonably required by the Purchaser:

(i) participate in relevant meetings, conferences, seminars, workshops, surveys and interviews relating to and in connection with the Knowledge Sharing Deliverables and the Knowledge Sharing Outcomes;

(ii) deliver presentations relating to and in connection with the Knowledge Sharing Deliverables and the Knowledge Sharing Outcomes; and

(iii) provide briefings to the Purchaser and, at the request of the Purchaser, to other relevant industry forums, on Project progress and achievement of the Knowledge Sharing Outcomes.

15.7 Clause 15.6 will survive the termination (for any reason whatsoever) of this Agreement.

16. Acknowledgement and publicity

Acknowledgement of support

16.1 The Seller must, in all marketing publications, promotional and advertising materials, public announcements, events and activities in relation to the Project, or in relation to any products, processes or inventions developed as a result of it, acknowledge the financial and other support from the State, in the manner specified at item 19 of Schedule 1 (*Commercial Terms*).

Publicity

16.2 The Purchaser reserves the right to publicise and report on the State's support of the Seller and/or the Project, and may do this by, amongst other means, including the Seller's name, the names of the Seller's Affiliates, the amount of the Total Agreement Value under this Agreement and the title and a brief description of the Project (including details of any Co-Benefits achieved and photographs of the Project and Project Land) in media releases, general announcements about the Project and its annual reports.

16.3 Prior to publicly reporting on or making a public announcement in connection with the Project, the Seller must coordinate the approval process with the Purchaser, except to the extent that the reporting or the announcement is:

(a) required by Applicable Law or a relevant regulatory body; or

(b) part of the implementation of a previously approved promotional opportunity.

16.4 If the Seller is required by Applicable Law or a regulatory body to make a public announcement in connection with the Project, this Agreement or any transaction contemplated by this Agreement, the Seller must, to the extent practicable, first consult with and take into account the reasonable requirements of the Purchaser with respect to such public announcement.

16.5 The Parties acknowledge and agree that clauses 16.2 to 16.4 (inclusive) are subject to and will not limit the operation of, clause 17.

Project Events

16.6 The Seller must not undertake, or participate in any way in, any Project Event, without the Purchaser's prior consent (not to be unreasonably withheld or delayed).

16.7 The Seller must:

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(a) notify the Purchaser of a proposed Project Event at least 10 Business Days before the proposed date for the Project Event and submit all details of the Project Event to the Purchaser in the format required by the Purchaser;

(b) invite a Representative of the Purchaser or the State to the Project Event; and

(c) if required by the Purchaser, provide a Representative of the Purchaser or the State an opportunity to speak at the Project Event.

16.8 The Seller must notify the Purchaser of any change to the details of a Project Event as soon as possible.

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17. Confidentiality

Provisions to remain confidential

17.1 Subject to clause 17.2, each Party must not, and must procure that its Representatives must not, without the prior written consent of the other Party, disclose any Confidential Information and must keep the Confidential Information confidential and secure.

Permitted disclosures

17.2 Consent by one Party is not required for disclosure of Confidential Information by the other Party (the **Disclosing Party**):

(a) to directors or employees of the Disclosing Party, as long as they in turn are required by the Disclosing Party to treat the Confidential Information as confidential in favour of the other Party on terms equally or more restrictive as those set out in this clause 17.2;

(b) to persons professionally engaged by the Disclosing Party, or to potential Nominees where the Purchaser has exercised its rights under clause 13.7, as long as such persons are:

(i) subject to statutory professional secrecy rules or similar legal concepts under Applicable Law; or

(ii) are required by the Disclosing Party to treat the Confidential Information as confidential in favour of the other Party on terms equally or more restrictive as those set out in this clause 17.2;

(c) to the Clean Energy Regulator for the purpose of the Project being declared an Eligible Offsets Project or the issuance of ACCUs by the Clean Energy Regulator in accordance with the Carbon Faming Legislation;

(d) to the extent legally required or authorised by any Government Agency having jurisdiction over the Disclosing Party;

(e) to any bank, other financial institution or rating agency to the extent required in relation to the financing of the Disclosing Party's business activities, as long as the bank or other financial institution or rating agency, as the case may be, is required by the Disclosing Party to treat the Confidential Information as confidential in favour of the other Party on terms equally or more restrictive as those set out in this clause 17.2 and then only subject to prior consultation with the other Party and subject to minimising the extent of Confidential Information to be disclosed so far as is reasonably practicable;

(f) to the extent required by any Applicable Laws, judicial process or the rules and regulations of any regulated market or recognized stock exchange, and then only subject to prior consultation with the other Party;

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(g) to the extent that the Confidential Information is in or lawfully comes into the public domain other than by breach of this clause 17.2; or

(h) where the Disclosing Party is a Government Agency and the Government Agency is disclosing such information:

(i) to the responsible State Ministers and/or their Government Agency personnel, officers and advisers;

(ii) to the Auditor-General for the purposes of satisfying any audit or disclosure requirements;

(iii) in the annual reports of the Government Agency;

(iv) in response to a request by the Parliament, Committee of the Parliament of the State or in response to a commission of enquiry; or

(v) where disclosure is required to be made in accordance with established governmental policies, procedures, or for public accountability purposes.

Breach of confidentiality

17.3 If a Party becomes aware of a suspected or actual breach of this clause 17, that Party will immediately notify the other Party and take all reasonable steps required to prevent or stop the suspected or actual breach.

17.4 The Parties acknowledge and accept that damages will be an inadequate remedy for a breach of this clause 17.

Agreed announcements

17.5 Subject to the provisions of clause 16, a Party must not make nor permit, solicit or assist any other person to make any announcement, communication or disclosure concerning any Confidential Information unless the other Party has provided its prior written consent to the announcement, including the form and content of such disclosure.

Survival of termination

17.6 Except as otherwise agreed between the Parties in writing, the confidentiality undertaking contained in this clause 17 will remain in force until the date falling 2 years from the termination or expiry of this Agreement.

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18. Costs and Taxes

General costs

18.1 Each Party will be liable for its own costs and expenses in connection with the preparation, negotiation and execution of this Agreement.

18.2 For the avoidance of doubt and as otherwise expressed to the contrary in this Agreement, the Seller is responsible for the costs arising out of or in connection with its compliance with its obligations under the Agreement (including any fees related to the transfer of ACCUs to the Purchaser's ANREU Account imposed by the *Australian National Registry of Emission Units Act 2011* (Cth) or the Carbon Farming Legislation).

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Costs of developing and operating the Project

18.3 For the avoidance of doubt, the Purchaser is not responsible for any costs of developing or operating the Project.

Taxes

18.4 Subject to the provisions of clauses 18.5 to 18.10 (inclusive), each Party is responsible for, and will pay all Taxes levied upon it in respect of the exercise by it of its rights, and the performance by it of its obligations, under this Agreement.

GST

18.5 Terms defined in the GST Act have the same meaning when used in clauses 18.5 to 18.10 (inclusive), or in the definition of "GST Amount", unless expressly stated otherwise.

18.6 Unless expressly stated otherwise, any sum payable or amount used in the calculation of a sum payable under this Agreement has been determined without regard to GST and must be increased on account of any GST payable in accordance with the provisions of clause 18.7.

18.7 If any GST is payable on any taxable supply made under this Agreement to the recipient by the supplier (**Supplier**), the recipient must pay the GST Amount to the Supplier on the earlier of:

(a) the time of making payment of any monetary consideration on which the GST is calculated; and

(b) the issue of an invoice relating to the taxable supply.

18.8 The recipient must pay the GST Amount in the same manner as making payment of any monetary consideration on which the GST is calculated. The Supplier must provide as a precondition for payment by the recipient of the GST Amount, a tax invoice or a document that the Commissioner will treat as a tax invoice.

18.9 The amount recoverable on account of GST under these clauses 18.5 to 18.10 (inclusive) by the Supplier will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the recipient under this clause.

18.10 If either Party is required to pay, reimburse or indemnify the other for the whole or any part of any cost, expense, loss, liability or other amount that the other Party has incurred or will incur in connection with this Agreement, the amount must be reduced by the amount for which the other Party (or representative member if this is not the other Party) can claim an input tax credit, partial input tax credit, or other like offset.

19. Dispute resolution

Dispute resolution procedures to apply

19.1 If a Dispute arises under this Agreement, a Party will not commence any court proceedings unless it has complied with this clause 19, except to seek:

(a) urgent interlocutory relief; or

(b) a remedy where a delay in commencing proceedings in court could prejudice that Party's entitlement to seek that remedy.

Negotiations

19.2 The Parties will attempt to resolve any Dispute which arises under this Agreement expeditiously by negotiation between representatives of the Parties who have authority to settle the Dispute.

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Notice of Dispute

19.3 If any Dispute arises under this Agreement which cannot be resolved under clause 19.2, the Party raising the Dispute will:

(a) as soon as practicable give notice of the Dispute to the other Party (**Notice of Dispute**); and

(b) at the same time, or as soon as practicable thereafter, give to the other Party detailed particulars of the matters in issue in the Dispute (comprising a statement of relevant facts and issues, and the quantum and legal basis of any Claim).

Resolution by Authorised Representatives

19.4 If a Notice of Dispute is given under clause 19.3(a), each Party must within 5 Business Days of such Notice of Dispute, appoint a representative with authority to resolve the Dispute on behalf of that Party (**Authorised Representative**).

19.5 The Authorised Representative of each Party will convene a meeting of the parties within 10 Business Days after a Notice of Dispute has been given. At that meeting:

(a) representatives of the parties concerned must confer in good faith to attempt to resolve the Dispute, putting to each other the issues in dispute and any points of difference;

(b) if the parties agree as to how the Dispute should be resolved, they will document that agreement; and

(c) if the parties cannot agree as to how the Dispute should be resolved, the Dispute will be referred to expert determination under clause 19.6.

Expert Determination

19.6 If the procedures in clauses 19.2 and 19.5 do not lead to resolution of any Dispute, then not earlier than 5 Business Days after the meeting in clause 19.5 either Party may give notice in writing to the other referring the Dispute to expert determination (**Expert Determination Notice**).

19.7 Notwithstanding the giving by either Party of an Expert Determination Notice, the parties must continue to take steps to attempt resolution of the Dispute without expert determination.

19.8 No later than 10 Business Days from the date on which the Expert Determination Notice is provided to a Party, the parties will organise for the Dispute (unless it has been otherwise settled) to be heard and determined by an independent expert agreed by the parties (or if no agreement can be reached, appointed by the President of the Australian Commercial Disputes Centre).

19.9 Any expert determination under clauses 19.6 to 19.10 (inclusive) must be conducted in accordance with, and the parties must comply with, The Institute of Arbitrators & Mediators Australia Expert Determination Rules (2010), except to the extent inconsistent with clauses 19.6 to 19.10 (inclusive).

19.10 It is intended that the decision of the independent expert will be final and binding if neither Party commences further proceedings in respect of the Dispute within 10 Business Days after the independent expert's decision is given to the parties.

Costs of Dispute Resolution

19.11 Each Party will bear its own costs in relation to any process under this clause 19 except that:

(a) the Parties will share equally the costs of the independent expert; and

(b) the costs of and incidental to an expert determination (other than the costs of the independent expert) will follow the event, unless in the discretion of the independent expert it is fair and

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reasonable that some other allocation of costs be made, in which case the independent expert may determine the amount, by whom, in what proportion and in what manner those costs are to be paid.

20. Notices

20.1 Any notice to or by a Party to this Agreement:

(a) must be in legible writing and in English addressed to the other Party's Address for Notices;

(b) where the sender is a company, must be signed by an authorised officer or under the common seal of the sender;

(c) is regarded as being given by the sender and received by the addressee:

(i) if by delivery in person, when delivered to the addressee;

(ii) if by post, 3 Business Days from and including the date of postage; or

(iii) if sent by email, at the time shown on the delivery receipt stating that the email was received by the recipient,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is regarded as received at 9.00 am on the following Business Day; and

(d) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

20.2 In clause 20.1, a reference to an addressee includes a reference to an addressee's authorised officers, agents or employees or any person reasonably believed by the sender to be an authorised officer, agent or employee of the addressee.

20.3 Each Party may change its particulars for delivery of notices by written notice to the other Party.

21. Rights of the State

21.1 The Seller confirms, agrees and acknowledges for the benefit of each of the Purchaser and the State that:

(a) notwithstanding the State not being a party to this Agreement, the State has the full and complete benefit of the promises, representations, warranties, and other obligations of the Seller under this Agreement (**State Covenants**) for the duration of the Agreement Term; and

(b) entry by the Purchaser into this Agreement is adequate consideration for the provision of the State Covenants by the Seller in favour of the State in accordance clause 21.1(a).

21.2 Each Party confirms, agrees and acknowledges for the benefit of the State that:

(a) the entry into this Agreement by the Purchaser constitutes (amongst other things) acceptance of the benefit of the State Covenants by the State; and

(b) the State is able to enforce, in its own name, the State Covenants in accordance with section 55 of the *Property Law Act 1974* (Qld).

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22. General provisions

No joint venture or partnership

22.1 Nothing in this Agreement constitutes or is to be construed as being a joint venture or partnership relationship between the Parties.

22.2 For the avoidance of doubt, the Purchaser must not acquire any equitable interest in the Project assets or the Project.

Assignments and Transfers

22.3 This Agreement will be binding upon and ensure to the benefit of each Party and its successors and permitted assigns and permitted transferees.

22.4 The Seller is not entitled to assign and/or transfer any or all of its right and/or obligations under this Agreement without the prior written consent of the Purchaser.

22.5 The Purchaser is entitled to assign and/or transfer any or all of its rights and/or obligations under this Agreement provided always that notifies the Seller in writing of its intention to do so.

22.6 If the Seller's involvement is required in order to facilitate an assignment and/or transfer contemplated by clause 22.5, the Seller will do such things and execute such documents as may be reasonably requested of it by the Purchaser to give effect to the assignment and/or transfer contemplated by clause 22.5, including entering into a novation with the Purchaser's transferee. Any reasonable out-of-pocket expenses (including, subject to fees arrangements previously approved by the Purchaser, reasonable legal fees) incurred by the Seller in connection with this clause 22.6 will be borne by the Purchaser or the Purchaser's transferee. The Seller will make such amendments to the insurances effected in respect of the Project so as to ensure continued compliance with the requirements of clause 9.11 with regard to the interests of the Purchaser's transferee and must provide to the Purchaser updated documentation evidencing such amendment at the time of such transfer.

Entire agreement

22.7 This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes and extinguishes any agreement or representations previously given or made with respect to its subject matter other than those given or made in the Agreement, provided that nothing in this clause 22.7 limits or excludes any liability for fraud in relation to those representations.

Severability

22.8 If any provision or part of a provision of this Agreement is found by a court, arbitrator or other authority of competent jurisdiction to be void or unenforceable, that provision or part of a provision is to be deemed deleted from this Agreement and the remaining provisions to continue in full force and effect. The Parties must in such event seek to agree upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be void and unenforceable.

Governing law and Jurisdiction

22.9 This Agreement is governed by and is to be construed in accordance with the laws of Queensland.

22.10 Each Party irrevocably and unconditionally:

(a) submits to the non-exclusive jurisdiction of the courts of Queensland; and

(b) waives, without limitation, any Claim or objection based on absence of jurisdiction or inconvenient forum.

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Non-reliance

22.11 Notwithstanding any communication that a Party (and/or its Affiliates) may have had with the other Party, each Party represents to the other Party that:

(a) it is entering into this Agreement as principal (and not as agent or in any other capacity);

(b) the other Party nor any of the other Party's Affiliates or agents are acting as a fiduciary for it;

(c) it is not relying upon any representations except those expressly set out in this Agreement;

(d) it has consulted with its own legal, regulatory, tax, business, investments, financial, and accounting advisers to the extent that it has deemed necessary, and it has made its own investments and trading decisions based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon its any view expressed by the other Party or any of its Affiliates or agents; and

(e) it is entering into this Agreement with a full understanding of the terms, conditions, and risks thereof and it is capable of and willing to assume those risks.

Rights and remedies

22.12 The rights, powers, and remedies of each Party under this Agreement are cumulative and not exclusive of any rights, powers or remedies which may exist at law.

22.13 A Party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Agreement expressly states otherwise.

22.14 Rights given to the Parties under this Agreement and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

22.15 If a Party does not exercise a right or remedy fully or at a given time, the Party may still exercise it later.

22.16 A Party is not liable for costs or loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this Agreement.

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

Further assurances

22.18 Each Party must, at its own expense, whenever reasonably requested by the other Party, promptly do or arrange for others to do, everything reasonably necessary or desirable to give full effect to this Agreement and the transactions contemplated by this Agreement.

Variation and waiver

22.19 A provision of this Agreement or a right created under it may not be waived or varied except in writing, signed by the Party or Parties to be bound.

Service of process

22.20 Each Party agrees that a document required to be served in proceedings about this Agreement may be served:

(a) by being delivered to or left at its Address for Notices; or

(b) in any other way permitted by Applicable Law.

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Counterparts

22.21 This Agreement may be executed in any number of counterparts and each such counterpart will constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement will not be effective until each Party has executed at least one counterpart.

Electronic Execution

22.22 Each Party consents to each other Party executing this Agreement wholly or partly by electronic means and agrees to be bound by an electronic signature made on its behalf by its officer or duly authorised representative.

Amendments

22.23 The provisions of this Agreement may only be amended or modified in writing by the Parties.

Delivery by E-mail (PDF)

22.24 Delivery of an executed counterpart of this Agreement by email attachment (PDF) will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement by email attachment (PDF) will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

Continuing application of the Forestry Act

22.25 The Parties acknowledge and agree that this Agreement does not limit or affect in any way the State of Queensland's rights, powers or interests pursuant to the *Forestry Act 1959* (Qld) in relation to any commercial forest products (timber) and quarry material at or on the Project Land.

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Executed as an agreement

SELLER

Signed by
Kowanyama Aboriginal Shire Council (ABN 86 255 216 480)
in accordance with section 236 of the *Local Government Act 2009* (Qld):

Signed by:
4CD0134CDDFD419...

Mayor

Signature of Chief Executive Officer

Kevin Bell

Name of Mayor (please print)

Name of Chief Executive Officer (please print)

13-Sep-24

Date

PURCHASER

Signed for and on behalf of
Queensland Treasury Corporation (ABN 15 736 217 171)
as trustee of the **Land Restoration Fund Trust (ABN 50 192 887 736)**

Signature

LEON ALLEN, CHIEF EXECUTIVE OFFICER

Name and title/capacity of signatory (please print)

05/09/2024

Date

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Schedule 1

Commercial Terms

1.	Project	R3027 - Oriners - Sefton Culture Carbon & Co-Benefits Savanna Burning Project
2.	Carbon Farming Legislation methodology/ies	Savanna fire management 2018 (sequestration and emissions avoidance) or any subsequent method that is reasonably equivalent to or a reasonable replacement of this method
3.	Project Land	Lot 12 on CPCTH804427; and Lot 29 on CPCTH804427
4.	Co-Benefit and Assurance Types	Environmental: Wetlands (Third-Party Assurance required in addition to Proponent Assurance) Threatened Ecosystems (Third-Party Assurance required in addition to Proponent Assurance) Threatened Wildlife (including plants) (Third-Party Assurance required in addition to Proponent Assurance) Native Vegetation (Third-Party Assurance elected in addition to Proponent Assurance) Socio-economic: Employment and Skills (Proponent Assurance) Local and Community Benefits (Proponent Assurance) First Nations: First Nations benefits – location (Proponent Assurance) First Nations benefits – participation (Proponent Assurance)
5.	Effective Term	The period of time from the Effective Date to the date that is 6 years from the Effective Date.
6.	Total Agreement Value	$6,562,500.00
7.	Number of ACCUs to be Delivered	75,000
8.	ACCUs with Co-Benefits Price	$87.50
9.	Upfront Payment Election	Applies
10.	Upfront Payment	$656,250
11.	Annual Payment (per year)	$393,750 $\text{Annual Payment (per year)} = \frac{\text{(Total Agreement Value – Upfront Payment) x 40\%}}{\text{Effective Term (years)}}$
12.	On-Delivery Payment per ACCU	$47.25 $\text{On-delivery Payment per ACCU} = \text{(Total Agreement Value – Upfront Payment) x 60\%}$

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		Number of ACCUs to be Delivered
13.	Conditions Precedent	**Conditions Precedent** • The Seller has provided to the Purchaser a Validated Monitoring and Reporting Plan as per the Applicable Standard; • the Knowledge Sharing and IP Management Plan is agreed by the Parties; • the Seller has resolved, by way of a resolution at an ordinary meeting or equivalent mechanism, to give effect to a transition of the Project method to any equivalent or replacement of the method within the meaning of item 2 of Schedule 1; • the Seller has provided a copy or copies of all subcontracts (howsoever described) already in place as between the Seller and a subcontractor that would be covered by clause 7.1; • any project registered under the Carbon Farming Legislation that affects the Project Land is deregistered by the Sunset Date and evidence of this deregistration is provided to the Purchaser by the Seller; and • the Project is unconditionally registered under the Carbon Farming Legislation.
14.	Sunset Date	36 months from the Execution Date
15.	Seller's Cash Account	*Name: Kowanyama Aboriginal Shire Council* BSB: 064-804 ACCOUNT: 00093423 BANK: Commonwealth Bank of Australia (CBA)
16.	Seller's ANREU Account	ANREU account name: Kowanyama Aboriginal Shire Council ANREU account number: AU - 2627
17.	Purchaser's ANREU Account	ANREU account name: Queensland Treasury Corporation ANREU account number: AU - 3041
18.	Address for Notices	For the Purchaser: To: *Department of Environment, Science and Innovation* Attention: *Director, Land Restoration Fund* Address: *Level 27, 400 George St Brisbane 4000* *GPO Box 2454, Brisbane, QLD 4001* Email: *LRF.Contracts@desi.qld.gov.au*

		and, where the communication constitutes a formal notice under this Agreement, a copy to: To: *Queensland Treasury Corporation as trustee for the Land Restoration Fund Trust* Attention: *LRF Team* Address: *Address: Level 31, 111 Eagle Street, Brisbane QLD 4000* *GPO Box 1096, Brisbane QLD 4001* Email: *LandRestorationFund@qtc.com.au* For the Seller: To: *Kowanyama Aboriginal Shire Council* Attention: *Kevin Bell (Chief Executive Officer)* Address: *PO Box 769, BUNGALOW, QLD 4870* Email: *ceo@kowanyama.qld.gov.au*
19.	Acknowledgement of support	The Seller must acknowledge the support received from the State by including the following statement in any media or collateral activity associated with the Project: *"The Oriners - Sefton Culture Carbon & Co-Benefits Savanna Burning Project is a 6-year, $6.56 million collaboration between the Queensland Government and Kowanyama Aboriginal Shire Council. The project aims to improve the ecological condition of wetlands, threatened species habitat, threatened ecosystems and native vegetation while upskilling Indigenous employees and creating opportunities to work on country. The project will carry out baseline biodiversity inventory and feral animal management and will measure and verify its outcomes using the savanna condition Accounting for Nature method."* In addition to the foregoing, the State's Logo should be included where appropriate in such media or collateral activity. The Seller must also acknowledge the support received from the State by placing signage outside the site or facility where the Project is undertaken which includes the following statement: *"supported by the Queensland Government [State's Logo]".*
20.	Logo	
21.	Insurance	a) Public liability insurance for an insured amount of not less than $10,000,000.00 per claim; b) Professional indemnity insurance for an insured amount of not less than $1,000,000.00 per claim; and

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		c) Worker's compensation insurance as required by Applicable Law.

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Schedule 2

Delivery Schedule

Total ACCU Volume: 75,000

Delivery Date	**ACCU Volume** ***Savanna fire management 2018 (sequestration and emissions avoidance)***
1 year after Effective Date	12,500
2 years after Effective Date	12,500
3 years after Effective Date	12,500
4 years after Effective Date	12,500
5 years after Effective Date	12,500
6 years after Effective Date	12,500

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Schedule 3

Co-Benefit Activities Schedule

NOTE: the Co-Benefit Activities Schedule is drafted using information about the Project that has been provided by the Seller to the Purchaser. The Co-Benefit Activities as described in the Co-Benefit Activities Schedule are to inform the Co-Benefit Activities identified in any Validated Monitoring and Reporting Plan.

Date	Co-Benefit Activities	Frequency	Co-Benefits	Evidence to support Co-Benefit Report
Year/s after Effective Date	*include key establishment, operational and verification activities and reporting schedules.*	*Include frequency in which each activity will be carried out e.g. ongoing, monthly etc. Or if a single milestone date is proposed e.g. for a certain specified practice to cease, insert that date.*	*For on-ground activities, identify the Co-Benefit class/es that each activity aligns to*	*e.g. audit report, photographs, monitoring data, receipts of local expenditure, letters of support and participation reports.*
1, 2, 3, 6	Accounting for Nature project creation, monitoring, and setup - Identification of environmental fire needs and target setting - delineation of different environmental assets according to value framework and fire needs - establishment of monitoring plot network - repeat plot monitoring - GIS fire indicator analysis - Account initial documentation and account updates	As per Date column of this Schedule	Wetlands Threatened Ecosystems Threatened Wildlife (including plants) Native Vegetation	Environmental Accounts documentation and any other evidence as described in the Applicable Standard or as reasonably requested by the Purchaser from time to time.
1, 2, 4, 6	Cultural fire camps/activities, education, engagement	Annually for the first two years then biannually for the next two years.	First Nations benefits – location First Nations benefits - participation Local community	Photos, attendance records, and any other evidence as outlined in the Applicable Standard
1, 3, 5	Training for Rangers and Traditional Owners working on country and may include conservation and land management activities such as pest management and fire operation training. Annual workplans will include a set of training gaps and targets for the year. Details of training delivered will be provided in annual reports.	As per Date column of this Schedule	Employment and Skills First Nations benefits - participation	Photos, attendance records, and any other evidence as outlined in the Applicable Standard

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1, 2	Creation of pest plant and pest animal management plans for the Project Land and baseline biodiversity survey work for key environmental values	As per Date column of this Schedule	Wetlands Threatened Ecosystems Threatened Wildlife (including plants) Native Vegetation	Monitoring data, plans, photos and any other evidence as described in the Applicable Standard or as reasonably requested by the Purchaser from time to time.
1 - 6	Implementation of pest plant and pest animal management plan actions on the Project Land	Annually	Wetlands Threatened Ecosystems Threatened Wildlife (including plants) Native Vegetation First Nations benefits – location First Nations benefits - participation Employment and Skills	Monitoring data, plans, photos and any other evidence as described in the Applicable Standard or as reasonably requested by the Purchaser from time to time.
1 – 6	Employment of: - 4 x Traditional Owner Ranger positions (0.75 FTE each) - 1 x Project Manager position (0.5 FTE) - 1 x Ecological contractor (0.5 FTE) - 2 x Fire contractors (0.5 FTE)	Annually for the first 6 years of the Project	First Nations benefits – location First Nations benefits - participation Employment and Skills Local and Community Benefits	Payslips and any other evidence as described in the Applicable Standard or as reasonably requested by the Purchaser from time to time.
1-2	Employment of: - Legal advisor (0.25 FTE)	Annually for the first 2 years of the Project	Employment and Skills Local and Community Benefits	Payslips and any other evidence as described in the Applicable Standard or as reasonably requested by the Purchaser from time to time.
1 - 6	More precise fire management practices to ensure burning in a manner that protects and conserves the ecosystems and species of the project area rather than burning for carbon abatement alone. The new burn plan for each year will demonstrate activities that are in addition to the current management practises and details will be provided in annual reports.	Annually	Wetlands Threatened Ecosystems Threatened Wildlife (including plants)	Monitoring data, photos and any other evidence as described in the Applicable Standard or as reasonably requested by the Purchaser from time to time.

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Schedule 4

Knowledge Sharing and IP Management Plan

Queensland Government

LAND RESTORATION FUND

1. Knowledge Sharing and IP Management Plan

1.1 Background

Through the Land Restoration Fund program, the Department of Environment, Science and Innovation (the **Department**) on behalf of the Purchaser wishes to promote the sharing of information and knowledge about carbon farming and associated environmental, social, cultural and economic markets amongst interested groups. The objective of this knowledge sharing is to accelerate the development and growth of Queensland's land-based carbon farming sector.

1.2 Knowledge Sharing Outcomes

The Seller will provide the Knowledge Sharing Deliverables in accordance with this Plan and such other inputs as are reasonably required by the Department for the purpose of achieving the following Knowledge Sharing Outcomes:

- demonstrating how carbon farming activities generating co-benefits can work;
- generating and collating data that measures and values co-benefits for communicating to markets and other land managers; and
- forming a basis to facilitate the first investments of the Land Restoration Fund.

1.3 Knowledge Sharing Deliverables

The Knowledge Sharing Deliverables are outlined below and delivery of those Knowledge Sharing Deliverables in accordance with this plan are a key component of the Seller's obligations under the Project Investment Agreement.

In accordance with clause 15 of the Project Investment Agreement the Intellectual Property Rights in the Knowledge Sharing Deliverables will vest in the party specified in the "Who owns it?" column below. If no party is specified in that column, the Knowledge Sharing Deliverable will be owned by Queensland Treasury Corporation for and on behalf of the Land Restoration Fund Trust and the State.

Nothing in this Plan will limit the licence granted to the Purchaser and the State to use, communicate, reproduce, publish, adapt, and modify the Knowledge Sharing Deliverables listed in this Plan (noting that the licence to use Co-Benefit Reports is limited to use for non-commercial purposes).

What?	***Why?***	***Frequency?***	***When?***	***Who is it for?***	***Who owns it?***	***How? (expected content and delivery)***
Knowledge Sharing Report	*Provides an overview of the Project learnings from the preceding year, with a focus on how*	*Annually*	*With Co-benefit Report*	*Public*	The Purchaser	*Discuss:* *1. What is working?* *2. What problems have been experienced?*

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What?	***Why?***	***Frequency?***	***When?***	***Who is it for?***	***Who owns it?***	***How? (expected content and delivery)***
	the Project has achieved or contributed to the Knowledge Sharing Outcomes, including lessons learnt.					3. *What would the Seller do differently?* 4. *What has the Seller learnt?* 5. *How could learnings be applied beyond the current Project?*
Attendance and participation in Department webinars, presentations or workshops.	*Share project information with other Department funded projects and key stakeholders.*	*As agreed*	*From Execution Date to 12 months following the End Date*	*Department and key external stakeholders.*	The Purchaser	*As required by format of event*

Oriners-Sefton Carbon Project LRF proposal: Due diligence report & recommendation



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What is a carbon project method? 3
How do we earn carbon credits under the current method? 3
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About this paper

The *LRF Proposal* is an opportunity to upgrade the carbon project at Oriners-Sefton. There are significant potential advantages and risks involved. Council is being asked to decide if the potential benefits of the LRF Proposal outweigh the risks.

This paper provides Councillors with due diligence information to assist with that decision.

Limitations

This paper has been presented based upon independent expert advices and opinions procured by Council. This paper is intended to help synergise and summarise some of the complex concepts discussed in the expert reports to assist Councillors to make a fully informed decision, outlining the key considerations. This paper must be read alongside the expert reports **attached**. Any opinion shared are exactly that – personal opinions based on expert reporting and best practice. There are no guarantees provided in this paper. All carbon projects have inherent risk and reward.

Background



Oriners and Sefton Stations

Acting on the direct wishes of the Kowanyama community, Council purchased the Oriners pastoral lease with community funds in Dec 1990. The Sefton property was added in 1994, a large machinery shed was erected, and the homestead was built in 1996.

Oriners and Sefton are especially important to a number of Kowanyama families as they have long-term associations with that country up until the 70s and 80s.

The current carbon project was started in 2015 and operated by the Aboriginal Carbon Fund until 2021 when Council completed the transition to managing the carbon project in-house.

What is the LRF Proposal?

The LRF (Land Restoration Fund) is a Queensland Government program to help lift the quality of carbon projects. It provides guaranteed funding to offset the costs of taking on new activities to enhance the carbon project. These new activities are called “co-benefits.”

In 2024, Kowanyama was successful in applying for funding in the LRF program and we have negotiated a Project Investment Agreement (“the PIA”) with favourable terms (signed 5 August 2024).

If Council decides to proceed and formally accepts the contract by resolution (being a precondition to entry into the contract), the LRF will provide funding to:

- Establish agreements with the PBCs that now hold a Native Title interest on that country
- Set up monitoring and management to improve biodiversity and reduce weeds and ferals
- Employ Rangers dedicated to land management and fire operations

Some of these costs will have to be funded by Council *before* the LRF contract becomes operative prior to all preconditions being met, presenting a potential risk if the contract does not proceed. These upfront costs are estimated between $300,000-$400,000. These costs will need to be proactively budgeted across the 2025/26, 2025/27, 2027/28 financial years up to the PIA sunset date (midnight 4 August 2027).

What is a carbon project method?

The LRF upgrade will involve a change to the carbon method.

A "method" is a formal collection of rules and procedures that define how greenhouse gases are either avoided or captured. The Commonwealth oversees the carbon methods. Every carbon project operates according to one of the official methods.

Currently we operate under the 2015 Savanna Fire Management (SFM) method (carbon abatement). Basic details about the Oriners-Sefton project are listed on the Commonwealth's public website at: https://cer.gov.au/schemes/australian-carbon-credit-unit-scheme/accu-project-and-contract-register/project/EOP100959

How do we earn carbon credits under the current method?

KASC's current carbon project is about avoiding emissions due to fire. Before we started the carbon project, the Oriners-Sefton country got burned out in the late dry season just about every year. Late season fires put a huge amount of carbon emissions into the atmosphere, which is bad for the climate. This was poor land management too. The period from 2000-2009, before the carbon project started, is called the "baseline."

Once we started the carbon project (2013), KASC began to spend money on choppers and fire teams to do cool burns at the right time of year and in the right places. This effort reduced the extent of hot fires in the late dry season. Less fire in the late dry means there are fewer greenhouse gas emissions.

Every year the Commonwealth examines satellite evidence of fires at Oriners-Sefton. They compare the amount of fire in each year with the amount of fire from the baseline. The number of ACCUs we earn is calculated from how many emissions were "avoided" due to our management efforts.

For example, in 2022 we experienced a lot of late season fire. Compared to our baseline, the 2022 result was only a savings of 21,585 tonnes of CO2-e. In 2023 we had a much better fire year. We spent a lot of effort on early dry season burns and we were lucky with no arson or lightning strikes. As a result, we saved over 44,000 tonnes of CO2-e compared to the baseline.

Greenhouse gas emissions are measured in tonnes of CO2-equivalent. One tonne of CO2-e is equal to one Australian Carbon Credit Unit (ACCU). Our management of the Oriners-Sefton project has produced a total of 275,154 ACCUs.

ACCUs translate to dollars

The ACCUs we earn can be sold on the open market at a negotiated price. The price that each ACCU commands is determined by a range of factors. The open market (spot price) for Savanna Fire Management ACCUs is currently about $35/ACCU.

However, some buyers, like large corporates, banks, etc are willing to pay a premium price if the carbon project is aligned with their corporate goals. For example, Indigenous owned projects and projects with clear Indigenous benefit can attract a significant premium in the market. In our last sale, the Oriners-Sefton Carbon Project earned a price of about $50/ACCU. While this is a good price, it could be better.

Council presently has a 3 year offtake deal with Rio Tinto under its current 2015 methodology, to sell a set number of its ACCUs annually for between $50 (floor) and $70 (ceiling) per ACCU. This provides Council with annual budget certainty, as even if the spot price is less than $50 per ACCU, Council is guaranteed $50 per ACCU. This deal expires concurrently with the Sunset Date on the PIA (2027), enabling potential smooth transition into a new method with LRF (should Council wish to do so).

What are key issues for the future?

The carbon project will be able to earn income for another 12 years: it will stop earning carbon credits in 2037 when the "crediting period" ends. Between now and then, there are many uncertainties, including:

1. Will the market for carbon credits continue to improve, hold steady, or decline?
2. Will Indigenous-benefit projects continue to attract a high premium?
3. Will severe climate or other natural factors prevent the project from earning ACCUs?
4. Will the Kowanyama community want to retain the Oriners-Sefton lease?

Each of these key issues is addressed in the following sections, and in the consultant's papers attached.

Getting expert advice

To ensure Council can make an informed decision, KASC officers sought additional information through an open tender in Dec 2024 (RFQ KASC_2024_027). Two responses were received and subsequently both consultants were commissioned to undertake separate parts of the RFQ.

Advice relating to costing, benefits, and risks was sought in three areas:

1. Methodology: assessment of matters related to shifting the carbon project to an upgraded method to achieve higher levels of carbon credits;
2. Co-benefit Assurance: consideration and detailed work planning associated with validating the project against accepted standards; and
3. Financial forecasting: consideration of factors in carbon markets and dynamics with modelled economic consequences

Gondwana Carbon was awarded the contract to investigate areas 1 and 3 while Landscape Ecological Services was selected for area 2.

Summary of advice

Both consultants highlighted the fact that there are significant unknowns with either course of action:

- There are no guarantees over the carbon market itself: the price for ACCUs could go through the roof, hold steady, crash...or do a bit of each over the next 12 years.
- The administrative complexity of the new method could be a challenge. However, it could also open up important new opportunities for Kowanyama people.
- The new method significantly increases the number of ACCUs that the property can generate, however, some of these ACCUs will be at risk from wildfire. The current method earns fewer ACCUs, but there is no danger of losing them once they are earned.
- The new method requires Council to continue operating the carbon program until 2052, which is 15 years after the end of the crediting period. This means that Council will need to set aside reserves to meet those operational costs.
- Despite this imposition, the new method is expected to deliver a net benefit at least 4x more than the current method (~$108M net from new method vs ~$23M under current method)

Side by side comparison

This table summarises the financial modelling to compare the two options Council is considering.

	Current method		Proposed LRF method		
	2015 Method			2025 Method	
	Stat. Model	Major LDS	RFQ	Stat. Model	Major LDS
Revenue					
Average annual revenue (2025-2037)	$2,399,467	$1,956,448	$3,495,558	$10,871,092	$9,205,575
Cumulative revenue until 2027	$4,007,190	$4,007,190	$12,680,499	$22,315,316	$22,287,687
Cumulative revenue until 2032	$14,880,897	$11,455,488	$26,710,249	$76,814,029	$66,461,072
Cumulative revenue until 2037	$31,193,077	$25,433,820	$45,442,249	$141,324,191	$119,672,479 (A)
Expenses					
Average annual expenses (2025-2036)	$188,333	$188,333	$693,681	$693,681	$693,681
Average annual expenses (2037-2051)	N/A	N/A	$183,333	$183,333	$183,333
Profit					
Cumulative Returns in 2027	$3,427,191	$3,427,191	$9,959,996	$19,594,813	$19,567,184
Cumulative Returns in 2032	$13,384,233	$9,958,824	$19,622,077	$69,725,857	$59,372,901
Cumulative Returns in 2037	$28,933,081	$23,173,824	$36,934,744	$132,816,686	$111,164,974
Cumulative Returns in 2051	N/A	N/A	$34,368,082	$130,250,024	$108,598,312 (B)

The table shows several scenarios: we will focus on the conservative [Major LDS] scenario as this assumes that there will be three major late Dry season (LDS) fire events during the period of comparison (worst case scenario).

The crediting period ends in 2037. Total projected revenue for the two methods is shown at [A].

For the proposed LRF method, Council will need to continue meeting the expense of fire operations until the end of the permanence period in 2051. Thus, there will be expenses that need to be deducted to reach a net Cumulative Return figure, which is shown at [B].

Further details

The following sections present summarised discussions of the more detailed material in the Consultants' reports, attached.

Future of the carbon market

Most experts in the carbon business expect the market to strengthen and grow. This is a reasonable assumption. On one hand, we are only concerned about how things go for the next 12 years because that's the remaining crediting period for the project.[1]

However, 12 years is enough for 4 Federal elections and potential changes of government policy. Australia's carbon and climate policies are heavily influenced by international agreements and politics. The international environment is far from stable: for example, over the next 12 years there could be 3 more US Presidents, each with a different approach to factors that directly influence the Australian carbon market via global perceptions of the value of offsets and carbon credits.

All of that big-picture uncertainty has a connection to the price that Kowanyama can earn from its ACCUs.

One way to reduce the risk is to obtain contracts for forward pricing (similar to what Council has done over the current 3 year offtake deal with Rio Tinto under the current method). The LRF proposal locks in a price of $88/ACCU for 12,500 ACCUs per year for 6 years. This is about half our average annual production of ACCUs, and it is considerably better pricing compared to the current floor price of ~$50/ACCU with the Rio Tinto deal.

KASC will be able to sell the remainder of its ACCUs at market prices. This means that if the market is poor, our LRF contract keeps revenue reasonably high. If the market surges, it means we still have about half our ACCUs to take to market and get the higher prices.

These different scenarios are discussed and mapped out more fully in the Gondwana Carbon consultant's report, attached.

Earning the Indigenous premium

We have been able to charge more for our ACCUs because of the perception that there is significant Indigenous benefit from the carbon project. But perception is fickle: the market has become more sophisticated in recent years. Corporate buyers want more assurance and proof of Indigenous and environmental benefit. Unless we invest in managing the perception, we are at risk of losing the premium.

KASC do not currently have a formalised process for demonstrating Indigenous benefit. The LRF proposal involves two activities that can significantly improve our ability to demonstrate Indigenous benefit:

1. Establish agreements with the PBCs that now hold a Native Title interest on that country (not necessarily Indigenous Land Use Agreements).

[1] After 2037 the project will no longer be eligible to earn ACCUs.

2. Produce periodic reports that show improvements to Indigenous employment and economic development.
3. Undertake land management activities that are aligned with Indigenous values and stewardship.

Agreements with the new PBCs

The LRF proposal requires us to upgrade to a new carbon method. This will mean that we need to seek consent from the newly-determined Native Title holders in the PBCs connected to Kowanyama, Kunjen-Olkol, and Olkola peoples.

It is likely that this negotiation will involve significant time and legal expense. However, it is also possible that the process will be reasonably straightforward since it is everyone's best interest to support the project going forward and have the best chance at producing increased benefits for both the Kowanyama community and the identified PBCs.

Councillors should note that the agreements will be undertaken according to the protocols of Free, Informed, and Prior Consent (FPIC) as encoded by the Indigenous Carbon Industry Network (ICIN: Guidelines[2]). KASC is a member of ICIN.

The agreements will involve securing FPIC from the PBCs (not necessarily in the form of an Indigenous Land Use Agreement); more likely a Co-Benefit Agreement. This Co-Benefit Agreement will be a prerequisite to the Clean Energy Regulator registering the Project (and LRF accepting satisfaction of the registration precondition in the PIA). In return, PBC's will likely want to negotiate some form of benefit participation in the carbon project. We won't know what form that will take until we begin negotiations. However, it is likely to involve some combination of Indigenous employment and a percentage of the project's earnings.

It could require extended negotiations to reach an acceptable agreement, if successful, the end result will be an important and valuable upgrade to the carbon project: by securing formalised agreements with the PBCs we will have added significant Indigenous legitimacy to the carbon project. These Indigenous agreements will outline unequivocally, the Indigenous co-benefits to the offered under the Project (demonstrating clearly the Indigenous benefit required under LRF and the PIA).

Indigenous employment and economic development

Under the LRF proposal, KASC would keep an accurate record of the direct benefits that come from the carbon project, including: new job opportunities to work on country, small business contracts to supply and serve the new activities, and training/capacity to take over a portion of the fire operations (to name just a few potential co-benefits).

Reporting against these measures would become a formalised process, with accounts submitted to the LRF for review and validation. This is an increase to the administrative load for the carbon project, but the discipline and transparency that result are valuable assets in the perception market. The LRF proposal is an opportunity to lift our Indigenous benefit claims to the next level, although it will involve effort to manage.

[2] https://assets.nationbuilder.com/icin/pages/3192/attachments/original/1751423833/7._Free__Prior_and_Informed_Consent_%28FPIC%29.pdf?1751423833

Indigenous stewardship and land management

The LRF proposal provides funding to undertake new land management activities. For example, there is funding for substantial efforts to reduce pigs, manage feral horses, and improve the protection for wetlands. These activities would be aligned with Indigenous aspirations for healthier country and more time for Indigenous people to re-connect with their country through stewardship activities.

Progress toward improved land condition would be assessed according to an internationally-recognised framework called "Accounting for Nature" (AfN). The AfN standards provide us with a way to validate our efforts related to:

- Wetlands
- Threatened Ecosystems
- Threatened Wildlife (including plants)
- Native Vegetation

The details of how this validation could work are outlined in the attached consultancy from Landscape Ecological Services.

Interim Security

It is very important to note that until the new Project with the new 2025 method is registered with CER, the current project (carbon abatement) will continue. This means that where complexities arise (eg. with entry into Co-Benefit Agreements with PBCs), Council will continue with its current carbon abatement project. In the event all of these preconditions cannot be met by 4 August 2027 (or as extended by agreement between the LRF parties), then the current carbon abatement project will continue, and transition to LRF will cease. This provides some fundamental security to Council of revenue continuation, pending registration of a new Project and new method once all preconditions are met.

Good management and risk reduction

There is no way to predict exactly what fire risks we will encounter over the next 12 years, but it is possible to reduce risk and make the Oriners-Sefton carbon project more resilient. One way to do this is to upgrade our carbon method.

Our current method is only earning credits for emissions avoidance. The new method that we would move to under the LRF proposal combines emissions avoidance and carbon sequestration. Sequestration happens when carbon is locked up in trees and fallen timber, forming a sort of storage bank for the carbon. As long as the trees and timber doesn't burn to ash, this storage bank earns ACCUs.

Permanence cost and consequences

Carbon projects operate on two timelines: one timeline is for "crediting" (ie, when the project can earn ACCUs) and the other timeline is for permanence, which is the period of time that under sequestration methods, carbon needs to be managed.

The Oriners-Sefton crediting period will expire in 2037: no new ACCUs can be earned by the project after that point.

The permanence period for the project will extend to 2052, 15 years past the crediting period. To ensure that carbon stocks are maintained, a base level of fire operations will be required over that period. The calculations in the Gondwana Carbon report factor in these out-year costs and still show a significant net benefit over the whole of the project.

Diversification through co-benefits

Another way to lower Council's risk is to diversify the range of activities that are undertaken at Oriners-Sefton. The carbon project is the only ongoing economic activity at this stage. Thinking along commercial lines, it would be smart to explore other ways to make the lease sustainable and deliver benefits back to the Kowanyama community. The LRF proposal offers a way to explore new opportunities through the co-benefits that are proposed.

Secure funding for new activities

There are new expenses and risks associated with delivering these co-benefits. By design, these new costs and risks are intended to be offset by the security of a fixed term/fixed price contract with the Queensland Govt's Land Restoration Fund (LRF).

The LRF and KASC have negotiated a PIA (Project Investment Agreement). If the transition to LRF is accepted by Council resolution at this meeting, the PIA then commits KASC to provide 12,500 ACCUs per year to the LRF at a fixed price of $88 per ACCU, for a period of six (6) years. This results in a total contracted (guaranteed) income to KASC of $6,600,000. A substantial fraction of these earnings will be expended on project activities, for example, in new Ranger salaries and operating expenses. These also represent a benefit to the Kowanyama community as more community members take up opportunities for small business, service provision, and Council employment.

Valuing the Oriners-Sefton project



Kowanyama mob celebrating the life of Brolga Yam

Council owns the Oriners-Sefton pastoral lease on behalf of the people of Kowanyama who purchased the property with funds from the Sport Club. Oriners-Sefton is an Indigenous community project.

Now that Native Title has been settled, there are interested parties investigating opportunities on the land. Should Council wish to sell its leases in the future, the property would likely be more valuable with an upgraded carbon method and a secure contract with the LRF. If Council decides to keep the leases, the LRF proposal will still increase the value of the property. In this sense, the LRF proposal is a win-win proposition.

Conclusion

Councillors are asked to weigh the benefits and risks of this opportunity. The two (2) options are:

A – Approve the LRF proposal and upgrade the carbon method; or

B – Decline the LRF proposal and remain on the current carbon method

Option A: Approve the LRF proposal and upgrade the carbon method

If Councillors decide on Option A, KASC officers will begin the process of satisfying the Project Investment Agreement. We have approximately 2 years to:

(1) For each co-benefit category, produce a validated monitoring and reporting plan as per the applicable standard

(2) Successfully meet all requirements in order to unconditionally register the project with the Carbon Emissions Regulator (CER).

The costs for these processes is estimated between $300,000 - $400,000. There is already a $100,000 investment approved for FY26.

There are some reasonable uncertainties involved. If, for whatever reasons, the requirements of the PIA are not met within the 2 year period, or if Council decides otherwise, the PIA will lapse and no further contract with the LRF will be enforced. In this case, the upfront funds invested by Council will be sunk costs/ lost.

If the PIA is satisfied within the time period, then we shift to the new method and begin operating the new activities to deliver co-benefits. The LRF funding will commence and upfront costs will be recovered..

Option B: Decline the LRF proposal and remain on the current carbon method

If Councillors decide on Option B, no further effort or finances will be spent on the LRF proposal and we will formally terminate the PIA offer.

To improve market access and secure its Indigenous premium, KASC should seek to reduce its risk and improve our formalised evidence of Indigenous benefit. This effort will reduce the net profit that KASC earns from the carbon project. Under Option B, unfortunately, we will not have the LRF funding to assist with these expenses.

Commented [CM1]: Council does not "need" to do this, but it should seek to collaborate with interest holders on the land, including TO's. There is no requirement for an ILUA.

Recommendation

It bears repeating that there are no guarantees of profit from the carbon project. Whilst it is recognised that financial benefits can flow from the carbon project, the primary aim is to reduce carbon emissions to protect the environment and preserve Country for generations to come.

.

Commented [CM2]: Dont like how this is phrased - it is loaded with judgment and should be reworded to "whilst it is recognised that financial benefits can flow from a Carbon Project, the primary aim is to reduce carbon emissions to protect the environment and preserve Country for generations to come.

The LRF proposal does involve more uncertainty and more effort and more cost. However, this is offset by the significantly improved earning potential and the diversification offered by the upgraded carbon method and co-benefits.

- If Council decide to stay with the current carbon method, it could find itself losing value and missing opportunity because it has not upgraded the method or broadened its range of carbon co-benefit activities.
- If Council proceed with the LRF proposal, it will need to face the reality of managing a more complex and risky project, yet with much higher potential benefits for community and country. Council will need to invest in improving its sophistication as a carbon provider.

On balance, KASC officers are recommending Option A, proceed with the new method and LRF.

Attachments

1. **Oriners-Sefton Culture, Carbon, and Co-Benefits Project** – Landscape Ecological Services, v1 2025-09-27
2. **Oriners & Sefton Carbon Project Transition to New Method** – Gondwana Carbon, v1.4 2025-09-22

4.3.2.b – Agenda Report

Title:	Approved Contractor List
Author:	Governance Officer
Meeting Date:	25 November 2025

Recommendation

That Council, in accordance with section 231(2) *Local Government Regulation 2012,* endorse the Approved Contractor List for a period of two (2) years, as presented.

Background

In accordance with section 231 of the Local Government Regulations 2012, an "Approved Contractor List" is a list of persons who the local government considers to be appropriately qualified to provide the services.

An Approved Contractor List must be put together by ensuring it follows criteria in accordance with section 231(4)(a-d) of the Local Government Regulations 2012.

An Expression of Interest (EOI) was advertised via Council's website and social media seeking suitably qualified and experienced Contractors in the categories of Trade and Associated Service (includes Building and Construction) and Professional Services to be chosen for Council's Approved Contractor List for a period of two (2) years.

The EOI was open for longer than 21 days and closed on Monday 6th October, with Council still accepting applications up until 14 November 2025. This was to ensure we received as many local supplier applications as possible.

Council received **27 EOI responses.**

As this was an EOI, a standard panel assessment including scoring was not required, however Council performed one on Friday 14th November 2025, assessing all responses based on weighted criteria noted in the EOI Document and sound contracting principles.

The panel have provided:

- **"Approved"** status for applications that were completed correctly and supplying all requested information.
- **"Approved – with conditions"** status for applications were completed correctly, however did not provide requested information, such as insurance information. This status means Council will not engage the supplier for any services until requested information is submitted and filed in Vendor Panel.

Resolution

In accordance with section 231(2) *Local Government Regulation 2012,* endorse the Approved Contractor List for a period of two (2) years, as presented.

Attachments: Approved Contractor List Assessment Summary

Kowanyama Aboriginal Shire Council

KASC-2025-037 EOI Approved Contractors

	Service category	Status	Conditions
18Fify	Abestos Builder Carpenter/concreter/demolition/fencing/floor laying Painter Architects/Design Engineering Project Management	**APPROVED**	
AZ Project Management	Project Management	**APPROVED**	
BetterAIM	Engineering - General, Water and Waste	**APPROVED - with conditions**	Approved status pending on the supply of updated insurance certificates (expired November 2025)
BMT Contracting	Carpenter Cleaning Services Lawn mowing Tree Lopping / Aborist	**APPROVED**	
Burke Gibo Contractors	Lawn mowing Waste removalist Water cart / Pressure	**APPROVED - with conditions**	Approved status pending on the supply of requested insurance certificates
Cape York Electrical	Electrical works Cleaning services Water cart / pressure	**APPROVED**	
Davids Services and Maintenance	Cleaning services Lawn mowing Removalist (local) Waste removalist (local) Car detailing services	**APPROVED**	
Extent Heritage	Cultural Monitoring	**APPROVED**	
First Nations Landscape	Fencing	**APPROVED**	
Fitzroy Lawrence	Security services	**APPROVED - with conditions**	Approved status pending the supply of requested insurance certificates & security licence whilst maintaining an active ABN
James Trade Group	Builder Carpenter Fencing Plumber / Irrigation Painter Plasterer Roofer Tiler Electrical works	**APPROVED**	
Kowanyama Cooperative	Demolition Fencing Painter Cleaning services Lawn mowing Pest Control Removalist (Local) Media and Graphic Design Financial services HR and IT Management Project Management	**APPROVED - with conditions**	Approved status pending on the supply of requested insurance certificates

Kowanyama Hire	Waste removal	**APPROVED - with conditions**	Approved status pending on the supply of updated insurance certificates (expired September 2025)
Lumar Painting	Painter	**APPROVED**	
Marleys Handyman	Demolition Fencing Cleaning services Lawn mowing water cart / pressure Traffic control Automotive detailing Cultrual monitoring Cattle / rodeo	**APPROVED**	
MDB Plumbing and Gas Fitting	Plumbing / Irrigation Roofer Gas Fitter	**APPROVED**	
Muddies Contracting	Fencing Cleaning services Lawn mowing	**APPROVED**	
Northern Helicopter	Helicopter services	**APPROVED**	
Peak Social Work	HR Management	**APPROVED**	
Pumping Irrigation & Machinery	Plumbing / Irrigation	**APPROVED**	
Sharp Traffic Services	Traffic control	**APPROVED**	
Telwyn Gibbo	Demolition Fencing Lawn mowing cleaning services Water cart Traffic control automotive detailing cultural monitoring Muster / bull catching Rodeo ground - maintenance	**NOT APPROVED**	Business registration cancelled - not active ABN.
YIMBA Pty Ltd	Legal Services	**APPROVED**	
CultureV8	IT Management Legal Services Project Management	**APPROVED**	
Tandaly Treats	Catering services	**APPROVED**	
Adllins	Media and graphic design	**APPROVED**	
Jason Koolatah	Water cart / pressure Lawn mowing Waste removalist (local)	**APPROVED - with conditions**	Approved status pending on the supply of requested insurance certificates

4.3.2.c - Agenda Report

Title:	CEQ Lease
Author:	Acting Manager Governance
Meeting Date:	25 November 2025

RESOLUTION:

That Council resolves to:

1. Acknowledge the long-standing partnership with Community Enterprise Queensland (CEQ) and commends CEQ for over 120 years of dedicated service to remote Indigenous communities;
2. Recognise that the Council does not currently hold tenure over the land on which the community store is located;
3. Support in principle the continuation of CEQ's retail operations on Kowanyama Aboriginal Community as an essential community service provider, and Council's intent to work collaboratively with the State and Traditional Owners to resolve tenure;
4. Endorse in principle the establishment of a 20-year lease agreement with CEQ once tenure is resolved on acceptable terms.
5. Authorises the Chief Executive Officer to liaise with the State, CEQ, and stakeholders to progress tenure discussions and negotiate the future lease framework;
6. Note its intention to seek transfer of the underlying land tenure from the State to Council (as Trustee) and for Council to then act as landlord under the proposed Lease; and
7. Confirms that Council views this partnership as a strategic investment in Kowanyama economic and social future, ensuring stability, employment, and improved local services.

Background

Lot 37 on Survey Plan 272073 ("the Site") is held by the State (Represented by the Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships) on RESERVE for Aboriginal Purposes. It is occupied by Community Enterprise Queensland ("CEQ") for use as a supermarket. No lease exists as between the State and CEQ for the use.

Council has been advocating with both the State and CEQ for a lease to be formalised, validated with respect to native title (as applicable), and for the underlying land tenure to be transferred to Council (along with the leases registered thereon) to be similarly held as RESERVE for Aboriginal Purposes.

The proposed resolutions, give authority to the Chief Executive Officer to commence formal negotiations on behalf of Council with the State and CEQ, to formalise the lease, validate native title (as applicable), and commence discussions regarding underlying land tenure transfer to Council.



Map 1 – CEQ Store Site

RESOLUTION

That Council resolves to:

1. Acknowledge the long-standing partnership with Community Enterprise Queensland (CEQ) and commends CEQ for over 120 years of dedicated service to remote Indigenous communities;
2. Recognise that the Council does not currently hold tenure over the land on which the community store is located;
3. Support in principle the continuation of CEQ's retail operations on Kowanyama Aboriginal Community as an essential community service provider, and Council's intent to work collaboratively with the State and Traditional Owners to resolve tenure;
4. Endorse in principle the establishment of a 20-year lease agreement with CEQ once tenure is resolved on acceptable terms.
5. Authorises the Chief Executive Officer to liaise with the State, CEQ, and stakeholders to progress tenure discussions and negotiate the future lease framework;
6. Note its intention to seek transfer of the underlying land tenure from the State to Council (as Trustee) and for Council to then act as landlord under the proposed Lease; and
7. Confirms that Council views this partnership as a strategic investment in Kowanyama economic and social future, ensuring stability, employment, and improved local services.

Dr. Chris McLaughlin

Acting Manager Governance

Attachment – Title Search Lot 37 on SP272073

INTERNAL HISTORICAL RESERVE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 02/09/2025 14:07 Title Reference: 49023138
Date GAZETTED: 18/07/1987
PAGE: 2743

Creating Dealing: 701573795

Opening Ref: B 2971-B-9
Purpose: ABORIGINAL PURPOSES
Sub-Purpose:
Local Name:
Address: KOWANYAMA ABORIGINAL TRUST AREA
County (R) No: R36
File Ref: RES 24460

TRUSTEES

THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF SENIORS, DISABILITY SERVICES AND ABORIGINAL AND TORRES STRAIT ISLANDER PARTNERSHIPS) AMENDED on 20/05/2021

AMENDMENT TO RESERVE TRUSTEES No 720979167
FROM
THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF ABORIGINAL AND TORRES STRAIT ISLANDER AND MULTICULTURAL AFFAIRS) GAZETTED ON 18/07/1987 PAGE 2743
ADDRESS:
TO
THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF SENIORS, DISABILITY SERVICES AND ABORIGINAL AND TORRES STRAIT ISLANDER PARTNERSHIPS) AMENDED ON 20-MAY-2021
ADDRESS:
Lodged at 12:07 on 30/07/2021 Recorded at 12:07 on 30/07/2021

AMENDMENT TO RESERVE TRUSTEES No 715104279
FROM
THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF COMMUNITIES) GAZETTED ON 23/05/1970 PAGE 446
TO
THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF ABORIGINAL AND TORRES STRAIT ISLANDER AND MULTICULTURAL AFFAIRS) GAZETTED ON 23-MAY-1970 PAGE 446
Lodged at 15:16 on 24/05/2013 Recorded at 15:16 on 24/05/2013

AMENDMENT TO RESERVE TRUSTEES No 708634949
FROM
U/S DEPT OF COMM. SERV. & ETHNIC AFFAIRS GAZETTED ON 18/07/1987 PAGE 2743
ADDRESS:
TO
ABORIGINAL AND ISLANDER AFFAIRS CORPORATION GAZETTED ON 18-JUL-1987 PAGE 2743
ADDRESS:
SEE DEALING 708615187
Lodged at 14:09 on 06/05/2005 Recorded at 14:09 on 06/05/2005

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]

INTERNAL HISTORICAL RESERVE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 02/09/2025 14:07 Title Reference: 49023138
Date GAZETTED: 18/07/1987
PAGE: 2743

TRUSTEES

CHANGE OF ADMINISTERING DEPARTMENT
No 720743743 FULLY WITHDRAWN ON 11/06/2021
Lodged at 15:41 on 22/04/2021

LAND DESCRIPTION

LOT 37 SURVEY PLAN 272073 AMENDED on 01/10/2015
Local Government: KOWANYAMA

Area: 0.293100 Ha. (SURVEYED)

EASEMENTS AND ENCUMBRANCES

1. RESERVE TRUSTEES AMENDMENT No 720827358
   The Name of the Trustee has been changed to
   THE STATE OF QUEENSLAND (REPRESENTED BY DEPARTMENT OF SENIORS, DISABILITY SERVICES AND ABORIGINAL AND TORRES STRAIT ISLANDER PARTNERSHIPS)
   Lodged at 12:20 on 31/05/2021 Recorded at 15:51 on 30/07/2021

2. AMENDMENT OF RESERVE LAND DESCRIPTION No 716792785
   FROM
   TOTAL AREA 0.269000 HA (ABOUT)
   LOT/PLAN 37 / CPDB18 GAZETTED ON 18/07/1987 PAGE 2743
   COUNTY OF DUNBAR PARISH OF COLUMBIA
   LOCAL GOVERNMENT: KOWANYAMA
   TO
   TOTAL AREA 0.293100 HA (SURVEYED)
   LOT/PLAN 37 / SP272073 AMENDED ON 01-OCT-2015
   COUNTY OF DUNBAR PARISH OF COLUMBIA
   LOCAL GOVERNMENT: KOWANYAMA
   Lodged at 15:20 on 01/10/2015 Recorded at 15:20 on 01/10/2015

3. SURVEY PLAN No 716761777
   subdivides the land into
   LOT 37 ON SP272073
   Lodged at 15:36 on 17/09/2015 Recorded at 11:42 on 01/10/2015

4. CORRECTION No 714120457
   to remove
   LEASE NO 602826121 (1380), LEASE NO 602826120 (1592)
   AND NOTING NO 602823642 (3)
   Lodged at 08:08 on 20/10/2011 Recorded at 11:18 on 20/10/2011

5. CORRECTION No 713821129
   to amend the Trustee to the current Department style name
   Lodged at 08:40 on 21/04/2011 Recorded at 09:34 on 21/04/2011

6. RESERVE TRUSTEES AMENDMENT No 708615187
   The Reserve has been Vested in
   Lodged at 11:31 on 28/04/2005 Recorded at 14:59 on 06/05/2005

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INTERNAL HISTORICAL RESERVE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 02/09/2025 14:07 Title Reference: 49023138
Date GAZETTED: 18/07/1987
PAGE: 2743

EASEMENTS AND ENCUMBRANCES

7. AMENDMENT OF RESERVE PURPOSE No 707122433

   Lodged at 16:03 on 24/10/2003 Recorded at 16:03 on 24/10/2003

8. NOTING No 602823642 (3) CANCELLED BY 714120457
   06/06/1989
   LR1380 ERIC
   653158 SURRENDER SUBLEASE LR1380
   653159 NEW LEASE LR1592
   Lodged at 12:27 on 02/07/1996 Recorded at 12:27 on 02/07/1996

9. LEASE No 602826120 (1592) CANCELLED BY 714120457
   OF PART OF THE LAND
   TO THOMAS HUDSON
   TERM: COMMENCING 14/12/1988
   TERMINATING 13/12/1991
   Lodged at 00:00 on 05/07/1989 Recorded at 00:00 on 05/07/1989

10. LEASE No 602826121 (1380) CANCELLED BY 714120457
    OF PART OF THE LAND
    TO PETER MICHAEL AND EDMUND ERIC AS TENANTS IN COMMON IN
    EQUAL INTERESTS
    TERM: COMMENCING 28/09/1987
    TERMINATING 27/09/1990
    ABOVE LEASE IS HEREBY SURRENDERED
    Lodged at 00:00 on 09/03/1988 Recorded at 00:00 on 09/03/1988

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
723451771	NT DETERM NATIVE TITLE ACT 1993 (CTH)	09/08/2024 12:27	CUR	ME-GEN -00

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Historical Reserve Search **

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4.4.1 – EMRIES Info Report

Title:	EMRIES Monthly Update
Author:	Executive Manager, Roads, Infrastructure and Essential Services
Meeting Date:	25 November 2025

Executive Summary

To provide Council with an update of activities undertaken by the Roads, Infrastructure and Essential Services Department within Council for the month of September 2025.

Building services

QBuild works

A busy month with both job cards and vacant maintenance. All outstanding OT upgrades complete. Contractors have been active in closing out completed maintenance tasks. Fortnightly meetings progressing well with Contractors to ensure program is fully planned ahead of upcoming wet season.

Documentation and quotes submitted to QBuild for vacant upgrades;

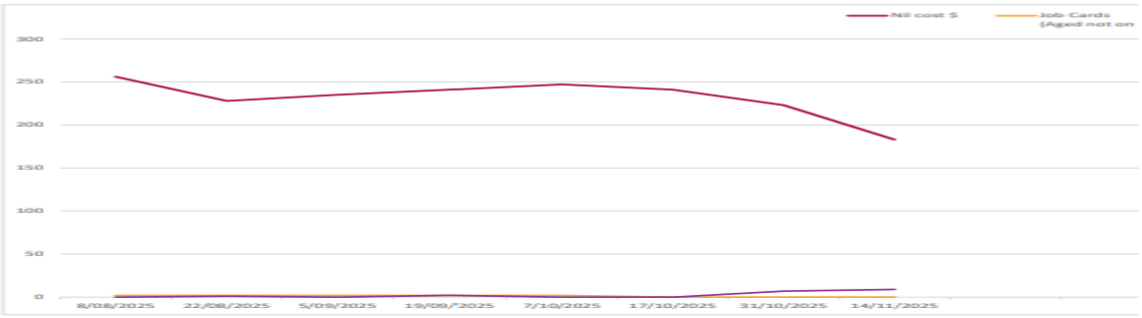
- 310 Inaruwel St – External work and internal paint
- 324 Inaruwel St – Kitchen upgrade
- 415 Kowanyama St – Kitchen and bathroom upgrades, external paint
- 419 Kowanyama St – Kitchen upgrade and internal paint
- 432 Kowanyama St – Kitchen upgrade and external paint
- 436 Kowanyama St – Flooring upgrade
- 353 Chellikee St – Bathroom upgrade
- 2 Chapman Rd – Kitchen Upgrade

Q-Build's 60-day age report is reducing through great work from Infrastructure Admin and Building Services Manager to close out and invoice older jobs.

Department of Energy and Public Works, QBuild

KOWANYAMA ABORIGINAL SHIRE

Date	8/08/2025	22/08/2025	5/09/2025	19/09/2025	7/10/2025	17/10/2025	31/10/2025	14/11/2025		
Nil cost $	256	228	235	241	247	241	223	183		
Job Cards (Aged not on Portal)	2	2	2	2	2	0	0	0		
Complete Works (waiting to be invoiced)	0	1	0	2	0	0	7	9		



Current maintenance workload snapshot – 200 jobs currently in progress across all trades.

Workflow	
Unscheduled	1
Work In Progress	203
Awaiting Approval	8
Completed	29
Invoiced	736

Field Workers	
CONT - BARTO'S	50
CONT - CHC	17
CONT - CYE	25
CONT - HCCM	1
CONT - OUTBACK	6
CONT - PEST CONTROL	3
CONT - TREE PROGRAM	1
KASC - AIRCON TECH	-
KASC - CARPENTRY	34
KASC - PLUMBING	3
KASC- PARKS AND GARDENS	-
KASC-Carpenter-Agro	3
KASC-Carpenter-Booty	-
KASC-Carpenter-Julius	3
KASC-Carpenter-Krab	27
KASC-Carpenter-Lathan	2
KASC-Plumber-Ian B	14
OTHERS	15

Parks and gardens

Ongoing vegetation management, collecting up rubbish and debris around public areas etc. Works in open spaces, mowing and slashing and weed spraying. The team are very active in public spaces and Council facilities. Team have also started wet season preparation works, carrying out maintenance works to easement areas and bulky waste removals. The team have also begun maintaining lawns for NDIS package recipients.

Airport

RPT Flight Movements
24 Skytrans Flights
36 Hinterland Flights.
Charter
30 Flights; 1 after hours/weekend callouts.
RFDS
16 Flights; 5 after hours/weekend callouts.
Fuel
19659L dispensed during October 2025.
149800L available as at COB 31/10/25.
No Fuel restrictions in place.
Wet season stock orders are on track, with circa 7 months supply in stock

Current NOTAMs in place for increased bird hazards.

NOTAM #	Description	Raised by	date	Outcome
C11/25	INCREASED BIRD HAZARD	YKOW	30/04/25	Ongoing management

Essential services

Routine and network maintenance works completed including;

- Sewer Pump station and Lagoon maintenance
- Water plant testing and analysis
- Regulatory reporting completed
- Multiple water leaks repaired across town

Pool and Splash Park continue to operate within compliance guidelines.

QBuild plumbing works completed and up to date.

Material separation areas have been established.

CCIS attended Kowanyama in October to undertake review and assessment of the sewer network, including pump stations, network piping and evaporation ponds. The review focused on the performance of the infrastructure and will provide recommendations for future maintenance and upgrades. The final report is expected in November.

Roads

The Kowanyama Infrastructure Program (comprised of DRFA and non-DRFA projects) is progressing across several work packages. Over the month of May/June, progress has picked up with mobilisation of various contractors to begin the work program.

The Program remains largely on schedule, with proactive measures in place to mitigate current and emerging challenges. The upcoming month will focus on the delivery of both sealed and unsealed roads packages.
Preparations are being made for the construction season of April – December 2025 which will see many projects being delivered concurrently within the town and on rural roads. Over the past month, work packages are nearing completion with the focus on delivery of all remaining major projects by the onset of the wet season.

Look Ahead:
- Project Closeout: With the onset of the wet season 4-6 weeks away, the need for contractors to complete work in town before demobilisation is crucial. Two-week lookahead programs are constantly being refined as a living document to monitor remaining tasks on a micro level.
- Contractor Performance: Contractor performance remains crucial to delivering this comprehensive program within the dry season. Progress and adherence to productivity targets will be closely monitored through rigorous contract governance and administration.
- Future Capital Works: The commencement of regional flood studies will identify opportunities to improve and plan infrastructure works that are more resilient to future flooding. This will provide the basis on which to scope new projects and ensure alignment with Council's strategic objectives.

Project Management Updates

Vehicle GPS system

Procurement of the hardware for the vehicle GPS system is completed. The installation team will be in Kowanyama week of 17th November to complete the physical installation.

Dashboard and tracking data are established awaiting vehicles to come online.

LGGSP – Staff Housing Scheme Grant

Allocated Projects:

Refurbishment to Council Staff Allocated Residences:

- 21A and B Tulathulum Street – to begin once 21C completed
- 21C Tulathulum Street – Underway with demo works complete.
- 45A, B, C Chapman Road – take off and materials in community
- 523A Chapman Road – Scheduled for early new year

W4Q Staff Housing Scheme Grant(Work 4 Queensland)

Allocated Projects:

Refurbishment to Council Staff Allocated Residences:

- 26A Tulathulum Street – Demo works complete
- 22B Koltmomun Street – take off and materials in community
- 50 Chapman Road – Early new year
- 11A Wulerr Street – Materials in community

Note: $42,692.52 of remaining budget is reserved for variation.

Administration Office Refurbishment

Site possession provided to contractor 15th November.

Demo works in full swing.

Relocation of staff/offices completed

Water Infrastructure Upgrades

Process review and detailed design tender has been awarded to ARUP. The project has now progressed through 3 MCA meetings with the process review completed with recommendation report provide to RDMW and Council.

The next review point will include;

- 50% design package
- Site risk assessment

Magnificent Creek

License agreement settled and signed off by Council and PBC.

Civil works now underway with support from approved cultural monitors, with estimated completion of 31 December 2025.

Crucial Access Links (QRA)

First stage of the aerodrome upgrades is complete. Full runway reseal, reconstructed taxi way and reseal, apron reseal and new line marking works have been finalised ahead of incoming wet season. Planning underway for the next batch of projects for next dry season, include;

- Re-shaping and drainage work to runway strip
- Upgrades to fuel facility, including bowser facilities and increased storage
- New gable markers
- New set of temporary/emergency lights
- Fencing and security upgrades
- Refurbishment of old terminal building

Upgrade works on runway, taxiway and apron completed, including new line marking and lighting repairs.

Men Shelter Refurbishment Cost Estimate – Update

Design Drawing: N/A

Scope of Works: M/A

RFQ Status: N/A

Tender Closing: N/A

Funding: To be determined

On Wednesday 15th October 2025, the Project Manager visited the Men Shelter to investigate the current site conditions and take necessary measurements to develop a cost estimate for its urgent refurbishment. The facility requires this significant upgrade—including internal dongas, ablution blocks, laundry, kitchen, electrical systems, windows, doors, and deck restoration—as the existing structures are severely aged, failing, and must be brought up to a habitable standard.

The pre-design and engineering cost estimate for refurbishment has been refined further and outlined below -

COST ESTIMATE BREAKDOWN:

	Amount (GST Excl)
Internal Room Dongas x 9 (flooring, walls, ceiling replacement)	$190,350.00
Internal Ablution Dongas x 4 (wall, ceiling, floor replacement, toilet, shower, basin, tiles, waterproofing)	$112,000.00
Laundry Upgrade x 1 (wall, flooring, ceiling replacement)	$65,000.00
Kitchen Upgrade x 1 (converting spare 20-Footer donga into Kitchen)	$95,000.00
Electrical Upgrade x 1	$25,000.00
Replacement of all doors, door jambs and handles x 14	$28,000.00
Replacement of all windows x 20	$40,000.00
Deck Restoration (sand, re-oil) x 150sqm	$22,500.00
Cleaning all External Dongas	$5,000.00
Partial Roof Cladding x 2 roof sides	$12,000.00

Repair overlapping roof and leakage	$82,000.00
Repair and replace damaged roof & gutters etc	$28,800.00
Install Spoon Drain to outdoor area	$60,000.00
King Single bed & mattress x 9	$9,432.00
Appliances & whitegoods	$26,000.00
Linen, sheet, towels etc	$1,600.00
Plate, cutlery, cups etc	$3,000.00
TV, couch, coffee table	$23,000.00
Outdoor items (hose, clothesline, mop, bucket etc)	$3,000.00
Network infrastructure & TV satellite system	$35,000.00
Testing and Commissioning	Inclusive
Sub-Total (Exc GST)	**$838,682.00**
25% Contingency	$209,670.50
TOTAL COST (Exc GST)	**$1,048,352.50**

Environmental Health

Workforce performance

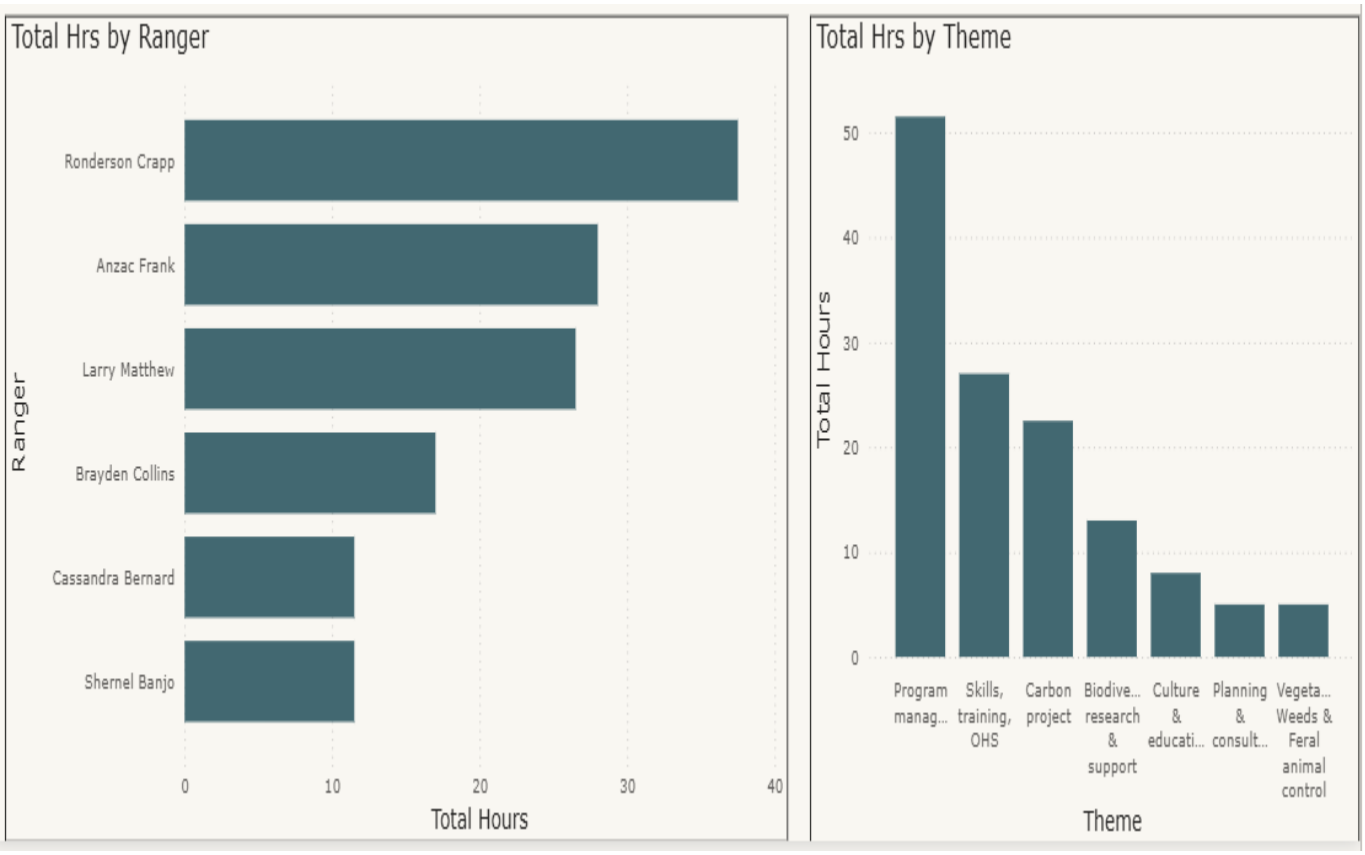
- 2x Women Rangers commenced employment; we will recruit for one more
- Shernel Banjo attended the Indigenous Australian Datathon this year and made an excellent impression on the event organisers
- Cassandra and Shernel attended Biosecurity Fundamentals training in Weipa
- Brayden Collins started his studies for Cert IV in Biosecurity with a week of courses in Cairns
- Anzac Frank returned to the workforce after two months of well-earned Long Service Leave
- Ronderson continues to act in the role of Senior Ranger and handle all work planning responsibilities
- KASC will soon advertise for new Rangers (1x female, 3x male)

Facilities and Logistics

- The LandCruiser for the Women Rangers program has completed its upgrades and has been delivered to Kowanyama. The vehicle is intended for exclusive use by the Women Rangers.
- The Rangers have taken delivery of 2x Kubota UTVs. These have a long cargo bed and hydraulic tipper
- There is also a new Kubota zero-turn mower. This equipment will be used in Kowanyama during the Wet season. In the Dry, one UTV and the mower will be stationed at Oriners.
- Upgrades to the Lands Office are nearly complete, with a new Community Coffee Room set up and ready for use by the community.
- The Ranger Shed has been extended with 2x 20' containers that serve as secure external storage. These containers are on temporary footings until ILUA arrangements are settled.

Reporting

15 Oct - 15 Nov



Vet Visit

Burton Veterinary Services have been awarded the tender to deliver vet services for Kowanyama.

Next visit is scheduled for 17th to 21st November.

4.4.2.a – Agenda Report

Title:	Lackon Pty Ltd Service Agreement
Author:	Executive Manager, Roads, Infrastructure and Essential Services
Meeting Date:	25 November 2025

Resolution

Council resolves to delegate power to the Chief Executive Officer, pursuant to section 257(1)(b) of the Local Government Act 2009, to negotiate and finalise all matters and to execute a contract for the engagement of Lackon Pty Ltd as a contractor of Council for the provision of engineering and environmental consultancy services.

Executive Summary

Lackon Pty Ltd has been working closely with Kowanyama Aboriginal Shire Council to deliver the QRA, DRFA, R2R, RAUP, LRCI and ATSI TIDS infrastructure programs over the past 18 months. During that time KASC has been able to deliver multiple grants funded programs which has included the re-sealing of Kowanyama Airport, Betterment projects on Topsy Rd, Carrington St and Kowanyama St, LRCI road safety program (speed humps) both sealed and unsealed roads packages and more recently the stabilisation of Chapman, Kowanyama and Chellikee Streets. The Lackon team has provided an extremely professional team approach, including full oversight, from project conception to final reporting to grant agencies to meet and exceed program outcomes and Council's regulatory requirements.

The current engagement of Lackon expires in September 2026 once current purchase order is completed, KASC RIES department is looking to engage Lackon on a 5-year agreement which will enhance and expand our current road network. The 5-year engagement will provide both Council and funding bodies with continuity to deliver a growing roads and engineering project program, which will include the introduction of outstation roads and an expansion of the current road registry, stormwater masterplaning and funding ready betterment projects including future proofing Topsy Road for all year access and reinstatement of wet season barge access. The scope of engineering support has potential to support land and housing development, including construction project management support.

Lackon is also committed to providing long-term investment in Community projects through various sponsorships and local employment via engagement of traineeships and project support staff.

Agreement arrangements

KASC will engage Lackon via Local Buy arrangements, the drawing down costs are fully recoverable via grant-funded activities and at zero outlay by Council.

Recommendation

Council resolves to delegate power to the Chief Executive Officer, pursuant to section 257(1)(b) of the Local Government Act 2009, to negotiate and finalise all matters and to execute a contract for the engagement of Lackon Pty Ltd as a contractor of Council for the provision of engineering and environmental consultancy services.

Attachment: 5-Year Agreement

Formal Instrument of Agreement

BETWEEN

KOWANYAMA ABORIGINAL SHIRE COUNCIL
(the Principal)

AND

LACKON PTY LTD
[ABN 67 635 594 571]
(the Contractor)

IN RELATION TO

INFRASTRUCTURE AND CAPITAL WORKS DELIVERY PROGRAM
(the Project)

Recitals:

A. The Principal wishes to appoint the Contractor to perform project management services for the Project.

B. The Contractor agrees to perform the Services on the terms and conditions contained in the Agreement.

The Parties Agree:

1 The Contract

1.1 The *Contract* shall comprise the following documents:

a) this Formal Instrument of Agreement
b) Annexure Part A – Contract Particulars
c) Annexure Part B - Local Buy General Conditions of Contract
d) Annexure Part C - Local Buy Default Purchaser Conditions of Contract
e) Annexure Part D – Scope of Work
f) Annexure Part E – Price Schedule
g) Annexure Part F – Other Documents

1.2 The Contract constitutes the entire, final and concluded agreement between the parties. It supersedes all prior representations, agreements, statements and understandings between the Contractor and the Principal (whether oral or in writing).

1.3 If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1 of this Formal Instrument of Agreement then the ambiguity, inconsistency, conflict or discrepancy shall be resolved by giving precedence to the document in the order set out in clause 1.1 of this Formal Instrument of Agreement, with the Formal Instrument of Agreement being the highest in the order.

2 Definitions

In the Agreement, except where the context otherwise requires the definitions set out in Clause 2.1 of the General Conditions of Contract and Clause 2.1 of the Default Purchaser Conditions, together with the following, shall apply to this Agreement:

Default Purchaser Conditions or **Default Purchaser Conditions of Contract** means the Local Buy General Conditions of Contract LGA Arrangement for Project Management Services (Civil Infrastructure) LB279

General Conditions or **General Conditions of Contract** means the Local Buy Default Purchaser Conditions of Contract LGA Arrangement for Project Management Services (Civil Infrastructure) LB279

Local Buy Contract means Local Buy Contract LB 279 for Project Management Services (Civil Infrastructure).

Services means Project Management and Superintendent Services as further described in Annexure Part E.

3 Interpretation

3.1 The following apply in the interpretation of this document, unless the context requires otherwise.

3.1.1 A reference to this agreement, this document or a similar term means either the agreement set out in this Agreement or the document itself, as the context requires.
3.1.2 A reference to the singular includes the plural number and vice versa.
3.1.3 A reference to a party means a person who is named as a party to this Agreement.
3.1.4 A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this Agreement, their substitutes and assigns (including persons taking by way of novation).
3.1.5 Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
3.1.6 A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document.
3.1.7 A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to this Agreement.
3.1.8 A reference to dollars or $ is to Australian currency.
3.1.9 A heading is for reference only. It does not affect the meaning or interpretation of this Agreement.

4 Term

4.1 This agreement shall continue in force until the earlier of:

a) the Services have been provided
b) any period stated (by duration or by reference to a date) in Annexure Part A has expired; or
c) termination by either party under the Agreement.

5 Termination

5.1 The Principal may at any time, and for any reason, in its absolute discretion, terminate this Agreement by giving at least 180 days' notice in writing to the Contractor.

5.2 The parties agree the notice period provided in clause 5.1 is not intended to limit or restrain the Principal from exercising its discretion provided under clause 20.1 of the Default Purchaser Conditions. The parties further agree the requirement in clause 5.1 is reasonable considering the nature of the Services being performed.

6 Severability

6.1 If any provision of this agreement is unenforceable for any reason, all other provisions shall be and continue to be, to the maximum extent permitted by law, valid and enforceable.

7 Extent of Agreement

7.1 This agreement sets out the whole of the agreement between the parties with respect to its subject matter and supersedes all previous arrangements, understandings, correspondence and communications except as to the extent that they are expressly incorporated in this agreement.

EXECUTED AS AN AGREEMENT

EXECUTION BY THE PRINCIPAL

Signed for and on behalf of

KOWANYAMA ABORIGINAL SHIRE COUNCIL

by its authorised representative in accordance with the Council's local laws and in the presence of:

.....	)	.....
Signature of Witness	)	Chief Executive Officer
	)	
.....	)	
Name of Witness (block letters)	)	
Date: / /	)	Date: / /

EXECUTION BY THE CONTRACTOR (WHERE CONTRACTOR IS A CORPORATION)

Signed for and on behalf of

LACKON PTY LTD

(ABN 67 635 594 571)

in accordance with its Constitution and Section 127 of the *Corporations Act 2001* in the presence of:

.....	)	.....
Signature of Witness	)	Director
	)	
.....	)	
Name of Witness (block letters)	)	
Date: / /	)	Date: / /

EXECUTION BY THE CONTRACTOR (WHERE CONTRACTOR IS NOT A CORPORATION)

Signed for and on behalf of

The Contractor

by its authorised representative in the presence of:

.....	)	.....
Signature of Witness	)	Signature
	)	
.....	)	
Name of Witness (block letters)	)	
Date: / /	)	Date: / /

Annexure Part A – Contract Particulars

Item 1	The Project	INFRASTRUCTURE AND CAPITAL WORKS DELIVERY PROGRAM
Item 2	The Principal	Kowanyama Aboriginal Shire Council
Item 3	Principal's Representative (clause 29 of the Default Purchaser Conditions)	Daniel Dixon Phone: 07 4083 7130 Email: emries@kowanyama.qld.gov.au
Item 4	Principal's address	30 Chapman Road Kowanyama QLD 4892
Item 5	The Contractor	Lackon Pty Ltd
Item 6	Contractor's Representative (clause 29 of the Default Purchaser Conditions)	Luke Carruthers Phone: 0437 061 618 Email: luke.carruthers@lackon.com.au
Item 7	Contractor's address	Unit 16, 8 Distribution Court ARUNDEL QLD 4214
Item 8	Fee	As stated in Annexure Part F
Item 9	Term (clause 3.1 of the Default Purchaser Conditions)	Where specified in the Purchaser Agreement, beginning on the Order Commencement Date and concluding on the Expiry Date; or If not specified, beginning on 1 July 2026 and concluding on 30 June 2030.

Annexure Part B – General Conditions of Contract

Attach: Local Buy General Conditions of Contract

Annexure Part C – Default Purchaser Conditions

Attach: Local Buy Default Purchaser Conditions of Contract

Annexure Part D – Scope of Work

The Scope of Work will be as specified in the relevant Purchase Order and as follows:

Project Management of:

A. Disaster Recovery Funding Arrangements (DRFA)

- End-to-end lifecycle delivery of DRFA works, from submission to acquittal
- Audit and milestone documentation
- Local labour integration and contractor oversight

B. Capital Works Projects (CAPEX)

- Full-service construction delivery across water, roads, buildings, and housing upgrades
- Procurement, contractor engagement, site supervision, and reporting

C. Operational Works (OPEX)

- Assist in the management of Council's operational resources including road crew personnel and plant
- Planning and delivery of maintenance, asset renewals and upkeep

D. Design & Engineering

- Coordination of consultants, development applications, and technical specifications
- Innovative, compliant designs that reflect environmental and cultural contexts

E. Asset Management (Critical Infrastructure)

- Field inspections, condition audits, and lifecycle costing
- Data-informed renewal strategies aligned with Council's Asset Management Plan

F. Master Planning

- To inform future strategic planning and achieving community planning objectives. Integration with community priorities, grant cycles, and stakeholder inputs

Annexure Part E – Price Schedule

The Price Schedule sets out fees for the Services based on a committed service level for delivering a program of projects of an unknown value, complexity and scale. The fees are derived from the calculations provided in Appendix 1 of the Contractor's Proposal attached at Annexure F.

Item	Description	Quantity (Years)	Unit	Rate (ex GST)
1	Project Management and Superintendent Services FY26-27 (July 2026 - June 2027)	1.00	Item	$4,183,620.04
2	Project Management and Superintendent Services FY27-28 (July 2027 - June 2028)	1.00	Item	$4,336,949.31
3	Project Management and Superintendent Services FY28-29 (July 2028 - June 2029)	1.00	Item	$4,511,969.87
4	Project Management and Superintendent Services FY29-30 (July 2029 - June 2030)	1.00	Item	$4,752,146.40
Provisional Items *These are anticipated annual amounts provided for over 5 years of the contract*				
P1	Annual Engineering Design, Geotechnical Testing, Engineering Survey [Local Buy 335 – Planning, Surveying, Design and Architectural Services]	5.00	Item	$550,000.00
P2	Advisory Eg: Master Planning for Aerodrome and Town. Est $100,000 per year or	5.00	Item	$100,000.00
P3	Activated Event Response - Damage Capture, EWK, CDO, QRA Submission Lodgement	5.00	Item	$294,104.25
P4	Provisional Sum for Project Coordinator (annual role)	5.00	Item	$297,600.00

Annexure Part F – Other Documents

Attach: Lackon Proposal dated 6 June 2025