

DATED 22<sup>nd</sup> DECEMBER. 1995

BETWEEN:

SOUTH EAST QUEENSLAND ELECTRICITY  
CORPORATION

of the first part

AND:

COUNCIL OF THE SHIRE OF REDLAND

of the other part

**AGREEMENT**  
**for**  
**RUSSELL ISLAND RETICULATION**

THYNNE & MACARTNEY

Solicitors

Level 29

Comalco Place

12 Creek Street

BRISBANE 4000

Phone: (07) 3231 8888

THIS AGREEMENT is made this 22 day of DECEMBER

1995

**BETWEEN** SOUTH EAST QUEENSLAND ELECTRICITY CORPORATION a body corporate constituted under the provisions of the Government Owned Corporations Act 1993 (as amended) and the provisions of the Electricity Act 1994 trading under the style or registered business name of SEQEB at 150 Charlotte Street, Brisbane in the State of Queensland (hereinafter called "SEQEB") of the first part

**AND** the COUNCIL OF THE SHIRE OF REDLAND a local authority duly constituted under the provisions of the Local Government Act 1993 (as amended) together with its successors and permitted assigns (hereinafter called "the Council") of the other part

WHEREAS

- A. SEQEB is presently charged with responsibility for the supply of electricity in the area of south-east Queensland including Russell Island.
- B. Russell Island falls within the geographical area administered by the Council.
- C. The parties hereto have previously entered into arrangements to facilitate the availability of supply to individual consumers on certain islands in Moreton Bay including Russell Island.

- D. The Council has requested SEQEB to make electricity available to such existing allotments of land located on Russell Island as may from time to time require electricity supply, subject to the provisions of this Agreement.

NOW THEREFORE IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The Council shall pay SEQEB ten (10) half-yearly contributions each of seven hundred and eighty-one thousand six hundred dollars (\$781,600.00) as the Council's agreed financial contribution in this regard. Such contributions shall be paid as follows:

Year	Contribution
On or before 01/07/1996	\$781,600.00
On or before 01/01/1997	\$781,600.00
On or before 01/07/1997	\$781,600.00
On or before 01/01/1998	\$781,600.00
On or before 01/07/1998	\$781,600.00
On or before 01/01/1999	\$781,600.00
On or before 01/07/1999	\$781,600.00
On or before 01/01/2000	\$781,600.00
On or before 01/07/2000	\$781,600.00
On or before 01/01/2001	\$781,600.00
<b>TOTAL</b>	<b>\$7,816,000.00</b>

2. SEQEB will continue with the reticulation of overhead electricity supply on Russell Island in accordance with the provisions of the Agreement dated the 10th day of October 1985 ("the Russell Island Agreement") but

the Council will be required to make no further payments to SEQEB pursuant to that Agreement save and except for such payments as are due up to and including the 31st December, 1995.

3. In addition SEQEB will make overhead supply available to the remaining unreticulated existing allotments of land on Russell Island in accordance with this Agreement without seeking from the Council or from any applicant for normal 240 volt supply to be provided at an appropriate prescribed domestic tariff, any contribution towards SEQEB's costs of providing such reticulation or seeking from any such applicant for such 240 volt supply as aforesaid that such applicant agree to use or pay for any minimum amount of electricity. Any minimum charges associated with normal domestic tariffs will apply.
4. This Agreement will supersede and replace in its entirety the Russell Island Agreement but only and from the first day of January, 1996.
5. The obligations imposed upon SEQEB to provide supply pursuant to the provisions of Clause 2. hereof do not apply where:-
  - (i) The total thirty (30) minute maximum demand of the required supply is estimated by SEQEB to exceed fifty (50) kilowatts; or
  - (ii) The installation for which the supply is sought is considered by SEQEB to be either temporary or of a nature such that SEQEB

requires security in an appropriate form against the costs of connecting and/or maintaining supply; or

- (iii) Special circumstances exist warranting supply under special terms and conditions subject to the approval of the Queensland Transmission and Supply Corporation and/or the Regulator pursuant to the Electricity Act 1994.

Without any way derogating from the provisions of sub-clauses (i), (ii) and (iii) hereof or from the terms and conditions contained in this Agreement SEQEB may in circumstances of the nature referred in either subclause (1) or (2) of this Clause 5. first require an applicant to enter into an agreement with SEQEB for the supply of electricity to any such premises.

- (1) canal and/or sub-division development of previous drainage problem land

or

- (2) marina or other commercial development.

- 6. Where a supply of electricity is required to premises located on a presently existing allotment, it is a pre-requisite condition of supply that such allotment shall have a current building permit issued by the Council in relation thereto.

7. SEQEB will not be required to supply electricity to any premises located in a drainage problem area.
8. For the purposes of this Agreement SEQEB will not be required to provide and/or construct electricity reticulation services or lines across drainage problem areas to service otherwise isolated presently existing allotments unless the Council shall have first constructed or caused to be constructed in accordance with good and acceptable civil engineering practice and shall thenceforth properly maintain and cause to be maintained any necessary viaduct or viaducts permitting all weather vehicular and personal access to any such allotment or allotments to enable SEQEB its employees, contractors and others authorised by it to obtain access to and from any such allotment, with or without vehicles, plant and equipment of any description as may be required by SEQEB in connection with the construction, repair or replacement of any necessary electric lines, cables, transformers, ducts, pipes, fittings or other equipment.
9. This Agreement shall expire and be of no further effect as of the 31st day December 2050 and from that date SEQEB will be under no obligation to make electricity supply available save and except in accordance with the then applicable normal terms and conditions of supply.
10. Should the Council fail to make any payment due pursuant to this Agreement on or before the due date then the Council shall pay interest

on any overdue amount at the rate of fifteen per cent (15%) from the due date to and including the date of payment.

IN WITNESS WHEREOF these presents were executed on the day and year hereinbefore mentioned.

THE SEAL of SOUTH EAST QUEENSLAND ELECTRICITY CORPORATION was hereunto affixed pursuant to a resolution of the Corporation made on the 15<sup>TH</sup> day of DECEMBER, 1995 by BRIAN EDWARD BLINCO Chief Executive in the presence of ROY FRANCOIS BROOKS Manager Financial Services



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Chief Executive  
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Manager Financial Services

GIVEN under the SEAL of the COUNCIL OF THE SHIRE OF REDLAND by EDWARD

SANTAGUILIANA and HAYDEN GEORGE WRIGHT

they being duly authorised

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