2009/02

BRIEFING NOTE

FROM	**Treasury**		
FOR	**Treasurer**		
SUBJECT	**Release of funds to GQL and Logan land transfer announcement**		
Contact Officer:	Carol Perrett Office of Racing Regulation	Record No: RAC-00076	Date: 23 January 2009
Requested by:	N/A	Date Approval Required By: / /	

PURPOSE

1. The purpose of this brief is for you to:

- note that you have previously advised Greyhounds Queensland Limited (GQL) that the State will release a part payment of $200,000 to GQL from the total $10 million compensation to allow GQL to undertake initial site assessments on the proposed greyhound racing site at Logan;
- endorse a letter to GQL advising (i) the conditions surrounding the release of these funds and (ii) that Government funding will be limited to the $10 million compensation and the Logan land: and
-

73(2)Irrelevant

BACKGROUND

2.

Sch3(1) Cabinet matter before commencement

3. The first stage of the development of the GCUH required the acquisition by Queensland Health (QH) of a portion of land controlled by the Parklands Trust (Trust) that was occupied by greyhound racing facilities.

4. QH made provision for a one-off payment of $10 million to be paid to Greyhounds Queensland Limited (GQL), formerly the Greyhound Racing Authority, as the control body for greyhound racing, as 'compensation' for vacating the Parklands venue.

5. On 29 July 2008, you wrote to the Chair of GQL and advised that payment would be made once GQL was able to advise you of its longer term strategy in relation the development of a new facility (Attachment 1). You also announced that the cash compensation would be provided to GQL on the condition that the funds are applied towards the development of new racing facilities.

6. On 20 August 2008, you approved the transfer of the Logan land, subject to certain conditions Sch3(1) Cabinet matter before commencement While the necessary Government approvals have been obtained, the transfer of the title to the land was to be done once GQL had finalised plans for the Logan proposal.

7. At a meeting on 3 December 2008, attended by representatives from the Office of Racing and GQL, you advised GQL that the Government would be willing to release $200,000 from the $10 million compensation immediately, to allow GQL to conduct soil testing to more accurately estimate costs for the Logan facility.

ISSUES

8. On 1 December 2008, GQL wrote to you, attaching a development proposal for the Logan site (Attachment 3). This proposal estimates that the development will cost approximately $25 million. Assuming the Government is to provide GQL with the $10 million compensation, this still leaves GQL with a shortfall of approximately $15 million.

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9. GQL has previously been verbally advised that the payment of the $10 million compensation and the transfer of the freehold title to the Logan land to GQL at nil cost was conditional upon GQL providing details regarding the proposed facility at Logan, including how it was to be funded.

10. Commercial Division considers that GQL should obtain the funds for the development of Logan through realising its 50% share of Albion Park Raceway, a facility jointly owned by GQL and Queensland Harness Racing Limited (QHRL). However, in its letter of 1 December 2008, GQL advised that negotiations with QHRL have reached an impasse and that it is unable to realise the value of its 50% interest in Albion Park.

11. Further to this, GQL's proposal does not indicate that it is continuing to investigate options for realising its share of the Albion Park asset. Instead, the proposal seeks financial assistance from the Government for the complete cost of developing the Logan facility "as the industry does not and cannot access sufficient resources to progress even Stage 1 of the facility." GQL's proposal is not clear as to whether it will have the funds for the ongoing operation of a new facility.

73(2)Irrelevant

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Transfer of funds and transfer of Logan land

15. GQL has been verbally advised that the State will release $200,000 of the $10 million compensation to allow GQL to undertake soil testing. To ensure that GQL does not consider that this agreement is acceptance of its request for financial assistance for the entire Logan facility, GQL should be advised in writing that the Government will not release the remainder of the $10 million until such time as GQL can present Government with a financially viable proposal (i.e. no Government funding in addition to the land and $10 million compensation).

FINANCIAL IMPLICATIONS

16. The part payment of $200,000 will be deducted from the total $10 million compensation payment provided by QH. Office of Racing will progress the transfer of this amount to GQL.

RESULTS OF CONSULTATION

17. Commercial Division has been consulted on the contents of this brief. In relation to the proposed public announcement regarding the transfer of the Logan site, Commercial Division considers that such an announcement, combined with the prior agreement to begin releasing funds from the compensation amount, could imply that the Government is agreeing to provide GQL with the funds (i.e. an additional $15 million) to undertake Stage 1 of the development.

18. Provided any public announcement regarding the transfer of the Logan site makes it clear that there will be no Government funding in addition to the land and $10 million compensation and all funding agreements contain a similar statement, this is not considered to be an issue.

RECOMMENDATION

19. That you:

- endorse a letter to GQL advising that the State will not provide any additional funding towards the Logan development in excess of the land and the $10 million compensation, and that the remainder of the $10 million compensation will not be released until such time as GQL can provide the State with a viable proposal, which includes detail as to how the remainder of funding required will be sourced;
- 73(2)Irrelevant

49-Sch4 - Signature

Gerard Bradley
Under Treasurer Date 27/02/09

☑ Approved ☐ Not approved ☐ Noted

Treasurer's Comments

Andrew Fraser
Treasurer
10/2/09

RTI DL RELEASE - NPSR

	*Action Officer/Author	Director	(Initials)		DUT	(Initials)
Name	Carol Perrett	Mike Kelly			David Ford	
Branch/Division	Office of Racing Regulation	Office of Racing			Deputy Under Treasurer	
Telephone	323 41378	323 41376				
Date	23 January 2009	/ /			/ /	

*This officer may be required to provide further detailed information regarding the issue.

Hon Andrew Fraser MP
Member for Mount Coot-tha

Queensland Government

Treasurer of Queensland

RAC-00076

Ms K Watson
Chair
Greyhounds Queensland Limited
PO Box 250
ALBION QLD 4010

Dear Ms Watson,

I refer to your letter of 1 December 2008 regarding the transfer of land at Logan to Greyhounds Queensland Limited (GQL) and issues of concern to GQL.

The Queensland Government has approved the transfer of the freehold title of land at 146 Kingston Road, Slacks Creek, described as Lot 658 on Crown Plan SL12298, to GQL at no cost to GQL. Documentation required to formalise the transfer will be prepared for signature by both parties once GQL has presented to Government a financially viable proposal for the development of new facilities that is not dependent upon Government funding other than the transfer of the identified land and $10 million compensation for vacating Parklands.

As I have previously advised and confirmed in a statement to Parliament, the $10 million compensation for the greyhound code vacating the Parklands venue is conditional upon the industry applying the funds towards the development of new facilities.

In relation to GQL's request for an initial payment of up to $200,000 to enable tests to be undertaken at the Logan site, I am advised that you have provided Treasury Department with a proposal from Sinclair Knight Merz (SKM) to undertake contaminated land consultancy services associated with obtaining planning approval for a greyhound racing facility at Logan. It is noted that the work is to be undertaken in two phases, with the cost of Phase 1 being $24,900. SKM has advised that it is not possible to provide a fee for Phase 2 due to the uncertainty involved with the scope of the works, but has recommended a budget of between $50,000 and $200,000.

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Level 9 Executive Building
100 George Street Brisbane 4000
GPO Box 611 Brisbane
Queensland 4001 Australia
Telephone +61 7 3224 6900
Facsimile +61 7 3229 0642
Email treasurer@ministerial.qld.gov.au
ABN 65 959 415 158

SKM has advised that if Phase 2 is required, a separate fee proposal and scope of work for Phase 2 will be provided after Phase 1 is completed.

Accordingly, it is proposed that an initial funding agreement between the State and GQL will be prepared to enable payment of the sum of $24,900 to GQL for Phase 1. If Phase 2 is necessary, once SKM has determined the final costs associated with Phase 2, a subsequent funding agreement between the State and GQL will be prepared.

The terms of the funding agreements will provide that the payment of the costs for Phases 1 and 2 does not commit the State to the payment of any additional monies, above the $10 million compensation already agreed. The total contribution from the Government will be limited to the $10 million compensation and the transfer of the Logan land.

If you require further information or assistance your officers may contact Ms Sharon Humphreys, Senior Policy Advisor of my office, on (07) 3224 6900.

Yours sincerely

ANDREW FRASER

RTI DL RELEASE - NPSR

09/03

Robyn McLeod

OFFICE OF THE
26 FEB 2009
UNDER TREASURER

From: Darren Beavis [dbeavis@graq.org.au]
Sent: Tuesday, 24 February 2009 12:12 PM
To: Treasury - SMTP; michael.kelly@racing.qld.gov.au
Attachments: GCGRC_letter.pdf; Proposal_GCGRC.pdf; reply_loganletter_signed.pdf

Dear Sirs,

Please find attached correspondence from Greyhounds Queensland regarding Gold Coast GRC letter.

Regards

Kerry Watson

DARREN BEAVIS
General Manager
Greyhounds Queensland Limited
Phone 07 3262 7800
Fax 07 3862 4437

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FILE NO.
RECD 26 FEB 2009
BRANCH
ORDER

24/02/2009

Gold Coast Greyhound Racing Club Inc.
ABN: 81 074 636 035

Darren Beavis
Chief Executive Officer
Greyhound Racing Authority
PO Box 250
ALBION 4010

G. R. A.
17 SEP 2007

12th September 2007

Dear Darren,
Re: Proposed Logan Site

The Gold Coast Greyhound Racing Club Committee met on Tuesday 11th September 2007 to discuss the Proposed Logan Site.
We have agreed unanimously to support the Greyhound Racing Authority in their quest for the proposed new site in the Logan City Council area on the corner of Kingston Road and Crompton Road at Underwood.

Regards

Bob McCluskey - President

Keith Snow - Vice President

John Young – Treasurer

49-Sch4 - Signature

49-Sch4

RTI DL RELEASE NPSR

Corner Smith Street & Parklands Drive Southport Qld 4215 Postal Address: P.O. Box 1090 Southport Qld 4215
Phone (07) 5532 2611 Fax. (07) 55326 777 Email: info@gcgrc.com.au

Your Ref:
Enquiry Phone: 3412 5178
Please Quote File: 300574-1
Document#: 4342242/BrownN:NichoAm

26 November 2007

Mr Darren Beavis
Greyhound Racing Authority
PO Box 250
ALBION DC QLD 4010

Dear Mr Beavis

PROPOSED GREYHOUND RACING FACILITY

Council at its meeting of 13 November 2007, considered a report in relation to establishing a Greyhound Racing Facility at Cronulla Park, Slacks Creek.

At this meeting Council resolved:-

> *"That Council provide 'in principle' approval to the State Government and Greyhound Racing Authority to progress planing for the establishment of a greyhound racing facility on the area of land described on Plan SL 12298/658, Cronulla Park situated on the corner of Kingston Road and Compton Roads Slacks Creek."*

As you are aware, Cronulla Park is currently a Crown Reserve for Sport and Recreation and it is Councils understanding that should this proposal proceed, trusteeship of this Reserve will be transferred from Logan City Council and all dealings in relation to this Reserve will be directly with the Queensland Government. Council will continue to liaise with the Department of Natural Resources and Water to confirm these arrangements.

Council welcomes the establishment of this exciting venture which will see Logan become the heart of greyhound racing in Queensland.

If you require any further information with regard this matter please contact me on telephone 3412 5178.

Yours faithfully

49-Sch4 - Signature

Nigel Brown
Community Infrastructure Manager
(on behalf of Chris Rose, Chief Executive Officer)

28 NOV 2007
LOGAN CITY COUNCIL

CITY ADMINISTRATION CENTRE
150 WEMBLEY ROAD LOGAN CENTRAL QLD 4114
PO BOX 3226 LOGAN CITY DC QLD 4114

PHONE (07) 3412 3412
FAX (07) 3412 3444
ABN 21 627 796 435

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www.logan.qld.gov.au

RTI DL RELEASE - NPSR

Greyhounds Queensland

24 February 2009

Logan City Mayor
Pam Parker

Logan City Councillors

I wish to respond to a letter which you received from the Gold Coast Greyhound Racing Club concerning the proposed development of Cronulla Park as a greyhound racing facility.

Greyhounds Queensland Ltd (GQL) is the control body responsible for greyhound racing in Queensland. As a result of the recent closure of the Gold Coast facility, GQL has been investigating alternative sites to establish a replacement facility. GQL has identified "Cronulla Park" as a potential site to establish a greyhound facility. GQL has engaged engineers and architects to investigate and undertake a feasibility study on the site. These studies have been underway for some period and are continuing with a geotechnical report currently being prepared on the site.

For your information I have attached correspondence from the committee of the Gold Coast Greyhound Racing Club, unanimously supporting the establishment of a greyhound racing facility at Cronulla Park. I have also attached correspondence from your office which provides "in principle" approval to the State Government and Greyhound Racing Authority to progress planning for the establishment of a greyhound racing facility at Cronulla Park.

It is GQL's belief that the majority of greyhound participants are in support of the proposed track at Cronulla Park. There is a minority group with differing views and we believe these issues can be amicably resolved in the near future once we obtain further advice and verified construction costs.

On receipt of further engineering advice and construction costs it would give me much pleasure in meeting with you and your fellow councillors on benefits to not only the greyhound industry but to the city of Logan.

Should you need to discuss any issues prior to meeting you please do not hesitate to contact me on s49-Sch4 - Mobile phone or Darren Beavis General Manager GQL on 3262 7800.

RTI DL RELEASE - NPSR

Albion Park Raceway, Breakfast Creek, Q 4010 PO Box 250, Albion, Q, 4010
Telephone: (07) **3262 7800** • Facsimile: (07) 3262 7809
Web: www.greyhoundsqueensland.com.au Email: gql@greyhoundsqueensland.com.au

Yours faithfully,

49-Sch4 - Signature

Ms. Kerry Watson
Chair

Cc Members for State Electoral Districts for Albert, Algester, Logan, Redlands, Springwood, Waterford, Woodridge

Cc Treasurer and Minister Responsible for Racing Andrew Fraser
Cc Mike Kelly – Racing Director – Office of Racing

Cc Lyn Snow – Honorary Secretary Gold Coast GRC

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QTO-04990

Ministerial

Document Number:	QTO-04990
Requested By:	
Topic Summary:	Correspondence from Greyhounds Queensland regarding Gold Coast GRC letter
Keywords:	Racing
Correspondence Dated:	24/02/09
Received:	26/02/09
Date Due:	FYI - No reply required
Completion Date:	
Responsible DUT:	David Ford

Ministerial Letter

CORRESPONDENCE.tif

Author / Destination

Name:	D.M Beavis
Title:	General Manager
Organisation:	Greyhound Racing Authority

Assigned To

Group:	Office of Racing
Responsible Officer:	Michael Kelly
Keep Confidential:	Yes
Policy Advisor:	Travis Dawson

Response

Response Document	
Response Type:	Normal Response
Submit via:	OUT
CLLO:	No
File Number:	
First Submitted:	
Signed:	
Comments:	

Other Documents

FYA

Comments Summary

Date & Time	Person	Action	Comment
27/02/09 11:48	Frances Pretorius	Ministerial Allocated	

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Treasurer of Queensland
Ministerial Correspondence Action Sheet

Due Date:	Division: Racing	Dept Ref:
	AUT/ED: M Kelly	

ACKNOWLEDGEMENT LETTER

One option must be selected:

- ☐ Treasurer – Noted: no further action required
- ☐ Treasurer – Further response required
- ☐ SPA – Noted: No further action required
- ☐ SPA – Further response required
- ☐ Parl Sec – Noted: no further action required
- ☐ Parl Sec – Further response required
- ☐ Referral to another agency (SPA to SPA)
- ☒ No Ack letter required

ACTION

One option must be selected:

- ☐ Briefing Note
- ☐ Reply from Treasurer
- ☐ Reply from Under Treasurer
- ☐ Reply from Parl Sec
- ☐ Reply from SPA
- ☐ For information
- ☒ Necessary Action
- ☐ No Response Required

Copy to:

Ministerial Policy Advisor Comments:

Name TRAVIS DAWSON **Signature:** **Date:** /2009

Keyword: Racing
Notes:

MC 49-Sch4 - Signature **D/OUT** 49-Sch4 - Signature

RTI DL RELEASE - NPSR

09/04

Queensland Government

Office of the
Treasurer of Queensland

RAC-00076

- 4 MAR 2009

Ms K Watson
Chair
Greyhounds Queensland Limited
PO Box 250
ALBION QLD 4010

Dear Ms Watson

I refer to your letter of 1 December 2008 to the Honourable Andrew Fraser MP, Treasurer regarding the transfer of land at Logan to Greyhounds Queensland Limited (GQL) and issues of concern to GQL. I have been asked to respond on behalf of the Treasurer.

The Queensland Government has granted in-principle approval for the transfer of the freehold title of land at 146 Kingston Road, Slacks Creek, described as Lot 658 on Crown Plan SL12298, to GQL at no cost to GQL conditional upon GQL presenting to Government a financially viable proposal for the development of new facilities that is not dependent upon Government funding other than the transfer of the identified land and $10 million compensation for vacating Parklands.

As the Treasurer has previously advised and confirmed in a statement to Parliament, the $10 million compensation for the greyhound code vacating the Parklands venue is conditional upon the industry applying the funds towards the development of new facilities.

In relation to GQL's request for an initial payment of up to $200,000 to enable tests to be undertaken at the Logan site, you have provided a proposal from Sinclair Knight Merz (SKM) to undertake contaminated land consultancy services associated with obtaining planning approval for a greyhound racing facility at Logan. It is noted that the work is to be undertaken in two phases, with the cost of Phase 1 being $24,900. SKM has advised that it is not possible to provide a fee for Phase 2 due to the uncertainty involved with the scope of the works, but has recommended a budget of between $50,000 and $200,000.

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Level 9 Executive Building
100 George Street Brisbane 4000
GPO Box 611 Brisbane
Queensland 4001 Australia
Telephone +61 7 3224 6900
Facsimile +61 7 3229 0642
Email treasurer@ministerial.qld.gov.au
ABN 65 959 415 158

SKM has advised that if Phase 2 is required, a separate fee proposal and scope of work for Phase 2 will be provided after Phase 1 is completed.

Accordingly, it is proposed that an initial funding agreement between the State and GQL will be prepared to enable payment of the sum of $24,900 to GQL for Phase 1. If Phase 2 is considered necessary, once SKM has determined the final costs associated with Phase 2, GQL will need to submit the fee proposal and scope of work associated with Phase 2. A subsequent funding agreement between the State and GQL will then be prepared for Phase 2 for an amount of not more than $175,100, which represents the $200,000 agreed to by the Treasurer.

The terms of the funding agreements will provide that the payment of the costs for Phases 1 and 2 does not commit the State to the payment of any additional monies, above the $10 million compensation already agreed. The total contribution from the Government will be limited to the $10 million compensation and the transfer of the Logan land.

If you require further information or assistance your officers may contact Mr Mike Kelly, Executive Director, Office of Racing on (07) 3234 1400.

Yours sincerely

49-Sch4 - Signature

Gerard Bradley
Under Treasurer

RTI DL RELEASE - NPSR

09/05

Sinclair Knight Merz
32 Cordelia Street
South Brisbane QLD 4101 Australia
PO Box 3848
South Brisbane QLD 4101 Australia

Tel: +61 7 3026 7100
Fax: +61 7 3026 7306
Web: www.skmconsulting.com

SKM

Attn: Darren Beavis
General Manager
Greyhound Queensland Limited
PO Box 250
Albion QLD 4010

6 March 2009

Greyhound Racing Advisory Notice V2.docx
QB10035

RTI DL RELEASE - NPSR

Dear Darren

Development of Greyhound Racing Facility at former Slacks Creek Landfill

In our meeting on 24 February 2009 we discussed potential constraints affecting the proposed project. These were based on environmental, geotechnical, and water supply. Further information on these constraints is provided as follows.

Environmental Considerations

The groundwater monitoring undertaken on 26 February 2009 has confirmed the presence of petroleum based contaminants identified in 1995. One of the samples exceeded groundwater quality guideline value currently used by the Qld EPA. The results will be included in the summary report being prepared.

It is considered likely that the EPA and Third Party Reviewer (TPR) will require further investigation of the site to establish:

- whether the landfill was adequately closed;
- whether it poses an unacceptable human health and environmental risk to on-site users and off-site receptors (eg. Slacks Creek and nearby properties); and
- whether additional mitigation measures (e.g. capping) are required to enable redevelopment of the site.

Additional mitigation measures are considered likely to be required on the basis that leachate currently seeps out of the landfill's embankment (which is unacceptable) and the 1995 investigation which identified a number of requirements such as repair to the landfill's cap which we understand from discussions with Council have not been implemented.

Once redeveloped, it is considered likely that periodic maintenance (e.g. cap, gas vents, and leachate collection system) and ongoing monitoring (i.e. groundwater quality and gas generation) of the former landfill will be required. Council has advised that leachate collected

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Offices across Australia, New Zealand, UK, South East Asia, Middle East, the Pacific and Americas

from seepages from the embankment of the landfill are currently discharged to sewer. It will be important to clarify who will be responsible for the costs associated with the discharge of leachate to sewer.

Geotechnical Considerations

Settlement of landfill materials will occur as a result of:

- decomposition of buried materials;
- self weight/creep;
- additional load imposed by structures and/or additional fill placed over the site, and
- collapse of voids within the fill.

It will remain uncertain as to what extent the landfill will settle, and whether the landfill contains voids which could collapse in the future. For this reason, any structures built on the site which are sensitive to settlement (e.g. buildings) will need to be founded on piles below landfill materials. The track running rail may also need to be founded on piles or alternatively incorporate mechanisms to enable its height to be adjusted should settlement occur. A height adjustable rail would be preferable due to the risks introduced from piling through the landfill cap. Ground improvement is also likely to be required for services and access points to buildings.

We understand that the design of the building has already incorporated the use of piles and a suspended slab. However the cost of a height adjustable rail or pile foundations for the rail has not been included. Ongoing maintenance costs will also need to be considered, such topping up and re-grading of the running track and car park.

Water Supply Considerations

We understand that approximately 200 kL of water is required each week to water the track. Water supply options include rainwater, recycled water and potable water. The following provides a brief summary of the constraints associated with these sources.

- **Rainwater**

We have reviewed the average monthly rainfall for Logan, and completed preliminary calculations to estimate the catchment area and storage size potentially required to meet the required water demand. The estimation indicates that in order to achieve self-sufficiency with no potable water top-up:

- a roof catchment area of approximately 10,000 m^2 would be required; and

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SKM

- a tank size of approximately 1.5 ML would be required.

It is not considered impracticable to harvest and store the quantity of water required from roof-rainfall runoff. In order to store sufficient rainfall runoff on-site, a pond system similar to that shown in the master plan would be required. However it is considered unlikely that the EPA or the TPR would approve of ponds on the site due to the risk it introduces in regard to the potential for infiltration and leachate generation. Top up from other sources may also still be required in the event of prolonged dry periods.

A more plausible scenario for the development of the site would be limited capture of roof-rainfall for use in irrigation and the supply of water from the running track through potable water, and potentially recycled water.

- **Recycled Water**

We understand that a recycled water main is located approximately 1 km from the site, and supplies irrigation water to a golf club and sporting complex. It is expected that supply is provided from the Loganholme STP. The capacity of the system is unknown at this stage. The availability of any recycled water is also unknown, however it is expected that sufficient quantities would be available. Based on our understanding of the Loganholme STP, the quality of recycled water would be Class B/C.

The use of Class B/C recycled water presents a number of issues. From the Queensland Recycled Water Guidelines, Class B/C recycled water is suitable for public space and golf course irrigation, with access controls; and the irrigation of fodder crops. Class B/C water can be used for dust suppression, however sufficient controls must be applied to minimise human/animal contact when dust suppression occurs, and to provide sufficient non-contact time for some evaporation to occur to minimise direct contact.

The animal health of using Class B/C water for dust suppression are not defined in the guidelines, however the use of Class B/C recycled water may pose a risk to animal health, due to the higher pathogens present in Class B/C water. If Class B/C recycled water cannot be used, additional treatment would be required, to treat the recycled water to Class A or Class A+.

In summary, recycled water could be used, however the following would need to be addressed:

- the acceptability of using Class B/C for the purpose of dust suppression on a greyhound track;
- the supply delivery system capacity;

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- the infrastructure required to transport recycled water from the existing main to the site; and
- the statutory approvals and agreement from the recycled water supplier (Logan Water).

- **Potable Water**

Potable water could be used on the track. We expect that sufficient supply and delivery capacity is available to meet this demand. The use of potable water will require an agreement with Logan Water. It is considered likely that Logan Water would not accept the use of potable water as the sole source, and would need to be supplemented from either rainwater or recycled water.

Liability

We understand that Greyhound Queensland Limited may be required to take on liability for the former landfill if the site is developed. The ongoing management of former landfill sites can be costly. There is also potential for unforeseen liabilities (including off-site liabilities) to manifest during a landfill site's life which require amelioration. Accordingly we strongly advise Greyhound Queensland Limited not to take on liability for the landfill site.

Way forward

As the way forward we recommend that the cost plan be reviewed to establish whether the development of the site is possible with consideration to the:

- development constraints;
- costs which we understand currently haven't been accounted for including capital costs (e.g. the height adjustable running track), post-development running, maintenance and monitoring costs; and
- changes to the proposed design.

We also recommended that discussions be held with Council in regard to liability, and the requirements for developing the site (e.g. water supply, pavements, position of services etc).

Please feel free to call me if you have any questions.

RTI DL RELEASE - NPSR

Yours sincerely

49-Sch4
Civil Engineer / Project Manager
Phone: (07) 3026 7325
Fax: (07) 3026 7307
E-mail @skm.com.au

RTI DL RELEASE - NPSR

09/06

Carol Perrett/OR/QTreasury
26/03/2009 03:39 PM

To Kirsty Karauria
cc
bcc
Subject Fw: State Government Funding for Redevelopment of Landfill Sites

History: This message has been forwarded.

----- Forwarded by Carol Perrett/OR/QTreasury on 26/03/2009 03:39 PM -----

"Darren Beavis" <dbeavis@greyhoundsqueensland.com.au>
26/03/2009 03:32 PM
Please respond to <dbeavis@greyhoundsqueensland.com.au>

To <michael.kelly@racing.qld.gov.au>
cc <carol.perrett@racing.qld.gov.au>
Subject FW: State Government Funding for Redevelopment of Landfill Sites

RTI DL RELEASE - NPSR

Mike / Carol,

I have forwarded you an email we received from our geotechnical people.

It is in relation to possible government grants in redeveloping closed landfill sites for public space and recreational facilities.

The information provided could be discussed at next week's meeting.

Regards
Darren

From: 49-Sch4 (SKM) [mailto: @skm.com.au]
Sent: Wednesday, 25 March 2009 10:50 AM
To: Darren Beavis
Cc: 49-Sch4 (SKM)
Subject: State Government Funding for Redevelopment of Landfill Sites

Darren

Further to our discussion this morning, please note the following in regard to potential for State Government for the redevelopment of former landfill sites. We picked this up last week through a search of government funded programs.

The Landfill Remediation Assessment Program (under the Environment Infrastructure Program) is a scheme designed to provide funding to Local Councils who are looking at re-developing closed landfills to public space and recreational facilities. The grant framework is based around the risk to human health and the environment which the landfill may pose in its current state. Covered under the scheme are Preliminary Contaminated Land Investigations, Stage 2 Intrusive Contaminated Land Investigations, Environmental and Human Health Risk Assessments and Remediation Works.

The scheme provides funding of between 25% to 50% of the total capital cost of contaminated land works, payable at the completion of 25% of the project. The selection criteria for the grant is derived from the perceived priority of the project and impact to ratepayers in the local area.

The first round of applications under the scheme closed on 27 Feb 2009. The original pool of money available under the scheme was $60 million.

We have spoken with the State Government and been advised that it is uncertain whether a second round of applications will be called, however, there is demand for this scheme and there is a strong chance there could be money left in the pool after this round of allocations. The State Government will have a better idea of further application dates in about two months.

We have spoken with Michael Norris at the Department of Local Government, Planning, Sport and Recreation. GQL appear to have a case for obtaining the grant and tick all the boxes for eligibility. The grant would need to be applied for by GQL, with approval from Logan City Council. Council or the State Government will need to retain ownership of the land, as the grant is not open to privately owned landfills.

If further funding is released, the major "hurdle" for the project as far as Government is concerned would be that there is the potential for money to be made from the development. We understand that funding is preferentially allocated to projects which have a community use (e.g. football oval). The project would therefore need to be able to demonstrate how it will be a community benefit. Surprisingly, the condition of the landfill and its potential risk to the environment and human health are not factors which are considered in prioritising submissions.

Further information can be obtained from:
http://www.localgovernment.qld.gov.au/Funding/FundingProgramDetails/EnvironmentalInfrastructure.aspx

Our State Government contact was: Michael Norris (Ipswich Branch of Qld Department Local Government, Planning, Sports and Recreation) – (07) 3884 7095.

Let me know if you have any questions.

Best regards

49-Sch4
Senior Environmental Consultant
Team Leader Contaminated Land, Groundwater, Geotechnical Engineering

Sinclair Knight Merz
Ph: +61 7 3026 7526
Mob: +61 49-Sch4 - Mobile phone
Fax: +61 7 3026 7306
32 Cordelia Street, South Brisbane Qld 4101
PO Box 3848, South Brisbane Qld 4101
For further information, visit our website www.skmconsulting.com

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Sinclair Knight Merz
32 Cordelia Street
South Brisbane QLD 4101 Australia
PO Box 3848
South Brisbane QLD 4101 Australia

Tel: +61 7 3026 7100
Fax: +61 7 3026 7306
Web: www.skmconsulting.com

2009-07

SKM

Attn: Darren Beavis
General Manager
Greyhound Queensland Limited
PO Box 250
Albion QLD 4010

31 March 2009

Greyhound Racing Phase 2 V2.docx
QI99803

Dear Darren

Development of Greyhound Racing Facility at former Slacks Creek Landfill
Proposal for Supplementary Site Investigation and Remediation Cost Estimates

Further to our discussions, we are pleased to provide you with this proposal to undertake the Supplementary Site Investigation and prepare the remediation cost estimates for the redevelopment of the Slacks Creek Landfill (the site).

The Summary Report prepared by SKM (to be issued on Friday 1 April 09), has found that there is uncertainty as to whether the site has been adequately closed and poses a risk to the receiving environment, nearby properties, and future users of the site. As a consequence, further investigation is required to determine whether there is a risk, and to what extent remediation[1] of the site is required to enable the use of the site as a greyhound racing facility.

We appreciate that determining the likely cost of remediation is critical in order for Greyhound Queensland Limited (GQL) to decide whether to proceed with the site as a development option. Accordingly we have structured our proposal to make determining the cost estimates the priority, and other aspects such preparing the report on the investigation secondary and only undertaken if the site is considered viable for development. This approach will assist with reducing unnecessary expenditure should GQL decide to not proceed with the development of the site following the review of remediation cost estimates.

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[1] e.g. placement of a new capping layer and construction of a new leachate collection system.

SKM

Scope of Work

Our full Scope of Work is provided in **Attachment 1**. In summary, the proposed Scope of Work includes:

1) Preparing a Sampling Analysis Plan[2] (SAP) and agreeing with the TPR and EPA on the planned scope of the Supplementary Site Investigation (Tasks 1-2). The proposed scope has been discussed conceptually with the TPR and is agreed in principal. Formal written agreement will be obtained following the review of the SAP and Summary Report by the TPR.
2) Procuring a drilling and geotechnical contractor, and checking the proposed sampling locations for underground services (Tasks 3-4).
3) Undertaking of the Supplementary Site Investigation (Tasks 5-8) which is planned to include:
   a) Drilling of boreholes and the installation of monitoring wells. This is planned to include:
      - The drilling and installation of up to 6 shallow groundwater monitoring wells to investigate the environmental impact of leachate on shallow groundwater.
      - The drilling installation of up to 3 deep groundwater monitoring wells to investigate the potential for the downward migration of leachate into the underlying sandstone, and the impact of leachate on deeper groundwater within the sandstone.
      - The drilling of up to 10 shallow boreholes in the landfill cap to investigate whether the material used is contaminated and how effective the cap is likely to be in preventing rainwater infiltration into the landfill (i.e. its permeability).
      - The drilling and installation of up to 3 additional landfill gas monitoring wells (provisional) to supplement existing gas wells and provide further confirmation that landfill gas is unlikely to be affecting neighbouring properties. The need for these wells is to be agreed with the TPR.
      - The drilling or hand excavation of up to 10 shallow boreholes within the site to investigate whether contamination is present in shallow soils outside of capped areas.

[2] The Sampling Analysis Plan provides a detailed description and plan of the proposed Supplementary Site Investigation.

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b) Soil contamination testing to establish whether the cap and soil present elsewhere on the site it likely to pose a health risk to future site users.

c) Groundwater monitoring and contamination testing to establish whether leachate from the site is likely to be impacting on neighbouring properties, groundwater, and Slacks Creek. Groundwater monitoring will be undertaken on two occasions prior to the preparation of remediation cost estimates, and on a third occasion if GQL decides to progress with the site following the review of the cost estimates.

d) Water quality monitoring in Slacks Creek from locations which are representative of conditions upstream and downstream of the site to investigate whether contaminants in the landfill leachate are present in Slacks Creek.

e) Landfill gas monitoring in the wells to further investigate the potential for landfill gas to affect neighbouring properties.

f) A review of the adequacy of the existing surface water drainage and leachate collection system. This task (Task 11) is provisional and will be undertaken if the monitoring data indicates that the leachate is potentially an unacceptable risk, or the EPA/TPR consider the seepage from embankments to be unacceptable and requires remediation.

4) Preparation of the remediation strategy and remediation cost estimates (Task 9).

5) Meeting with GQL and the TPR to discuss the remediation strategy and cost estimates and the viability of proceeding with the site (Task 10)

6) Undertaking the 3rd groundwater monitoring round and preparing the report on the Supplementary Site Investigation should GQL decide to progress with the site following the review of remediation cost estimates (Task 12). The report will summarise the findings of the Supplementary Site Investigation, and proposed remediation strategy.

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Assessing Environmental and Human Health Risks

It should be noted that the assessment of environmental and human health risks will be based on a comparison of the contamination results to established guidelines, and the conceptual appraisal of whether there is likely to be a link between the pollution source and the receiving environment or future site user. This is referred to as a *qualitative risk assessment.*

In circumstances where the qualitative risk assessment cannot adequately determine whether a site poses an unacceptable risk to the receiving environment or human health (e.g. in borderline cases), *quantitative risk assessment* methods such as the use of computer simulations may required. It should be noted that we have not included within our Scope of Work the undertaking of quantitative risk assessment.

SKM

Further environmental work following the completion of the Supplementary Site Investigation

Depending of the outcomes of the Supplementary Site Investigation and need for remediation, further work may be required as part of the planning and undertaking of remediation, and obtaining planning consents. As the need and scope of these is currently not known, they have not been included with the Scope of Work. These may include:

- The preparation of a Remediation Action Plan (RAP) which describes in detail the remediation required for the site in order to make is suitable for use. The RAP and report on the Supplementary Site Investigation will be the key documents required to obtain Planning Approval.
- The preparation of a Site Management Plan (SMP) which states the management strategy for the site post-development. For example, the SMP may include detail on maintaining and checking cap integrity and state requirements for groundwater and landfill gas monitoring.
- Procurement and supervision of a remediation contractor.
- Validation to confirm that remediation has been adequately undertaken.
- Requirements to undertake further investigations following the completion of the Supplementary Site Investigation (note this is not expected to be required).

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Geotechnical and Engineering Design Work

Please note that the Scope of Work does not include the undertaking of geotechnical and engineering work associated with the design of the project (e.g. buildings, rail, car park) and remedial measures potentially required (e.g. leachate collection system and drainage).

SKM Fees and Expenses, and Contracting Charges

Our cost estimate to complete the Supplementary Site Investigation and Remediation Cost Estimates (Tasks 1-10 in the Scope of Work) is:

	SKM Fees
49-Sch4 - Business affairs	SKM Expenses
	Contracting Charges
$89,900	Total (ex GST)

If GQL, decides to proceed with the site, and a decision is made to proceed with the 3rd groundwater monitoring round and preparation of the report on the Supplementary Site Investigation (Task 12), the total cost estimate (SKM Fees and Expenses, and Contracting Charges) is $126,800 ex GST.

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The cost estimate to complete the Scope of Work is subject to agreement on the scope of the Supplementary Site Investigation with the TPR during Task 2. Expenses and contracting charges will be charged at cost plus a 10 % management fee.

A breakdown of the SKM Fees and Expenses is provided in **Table 1**, and Contracting Charges in **Table 2**.

- **Table 1 SKM Fees and Expenses**

Task	Fees	Expenses
1. TPR Site Meeting	49-Sch4 - Business affairs	
2. Sampling and Analysis Plan & Agree Scope with TPR		
3. Supplementary Site Investigation Contractor Procurement		
4. Underground Service Clearance		
5. Bore Drilling and Monitoring Well Installation		
6. Schedule Soil Samples		
7. Groundwater Monitoring Rounds 1 & 2		
8. Landfill Cap Integrity Review		
9. Interim Report, Remediation Strategy, Cost Estimates		
10. GQL & TPR Meeting		
Subtotal Tasks 1-10		
11. Drainage and Leachate Collection System Review (Provisional)		
12. Groundwater Monitoring Round 3 & Supplementary Site Investigation Report		
Total (ex GST)		

- **Table 2 Contracting Charges**

Item	Amount
Task 4 Underground Service Locator	49-Sch4 - Business affairs
Task 5 Environmental Drilling Contractor	
Task 5 Geotechnical Drilling / Testing (Cap Integrity)	
Task 5 Surveying	
Task 5-7 Sampling Equipment, Landfill Gas Meter, Groundwater Level Meter	
Task 6-7 Contamination Testing (Capping Material, Soil, Groundwater Round 1 & 2)	
Subtotal Tasks 1-10	
Task 12 Contamination Testing (Groundwater Round 3)	
Total (ex GST)	

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In addition to the estimate for the Scope of Work, it is recommended that a budget of $50,000 to $100,000 be provisioned for items outlined in 'Further work following the completion of the Supplementary Site Investigation' on page 4 of this proposal.

We propose that the Scope of Work will be undertaken in accordance with the SKM Terms of Agreement for Professional Services (**Attachment 3**).

Project Programme
SKM anticipate that Tasks 1-10 can be completed within an 8-week period. The completion of the Scope of Work in this timeframe is subject to availability of contractors, laboratory turn-around times, and the responsiveness of the TPR. The proposed project programme for the Scope of Work is provided in **Attachment 2**.

Deliverables
Our key deliverables to you will be the Remediation Cost Estimates, and report on the Supplementary Site Investigation.

I look forward to discussing the proposal with further. In the meantime, should you have any questions or require any further information, please feel free to contact me on 49-Sch4 - Mobile phone

Yours sincerely

49-Sch4

Manager Contaminated Land, Geotechnical Engineering & Groundwater

Phone: 3026 7526
Mobile 49-Sch4 - Mobile phone
Email: @skm.com.au

enc.

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SKM

Attachment 1 – Scope of Work

- **Task 1 TPR Site Meeting**

  Task 1 will involve a meeting and site inspection of the site with the TPR. The purpose of the meeting will be to broadly discuss findings of the SKM Summary Report and requirements for the Supplementary Site Investigation.

- **Task 2 Sampling Analysis Plan**

  Task 2 will involve the preparation of a Sampling Analysis Plan (SAP). The SAP will be required by the TPR, and will outline the scope of the Supplementary Site Investigation to be undertaken in Task 5-9. The SAP will be agreed formally with the TPR prior to the commencement of Task 5-9.

- **Task 3 Contractor Procurement**

  Task 3 will the procurement of the drilling contractor, geotechnical testing contractor, underground service locator contractor, and surveyor.

- **Task 4 Underground Service Clearance**

  Task 4 will involve obtaining underground service plans (dial-before-you) dig, and where possible, the checking of underground services at proposed borehole/monitoring well locations with an underground service locating contractor.

- **Task 5 Bore Drilling and Monitoring Well Installation**

  Task 5 will involve the drilling of boreholes and installation of groundwater monitoring wells based on the scope agreed in the SAP (Task 2). Task 5 is expected to include:

  - the drilling and installation of up to 6 shallow groundwater monitoring wells
  - the drilling and installation of up to 3 deep groundwater monitoring wells in the sandstone underlying the site.
  - the drilling of up to 10 shallow boreholes in the landfill cap and the undertaking of in-situ permeability tests, and collection of samples for laboratory particle size analysis and Atterberg limits (plasticity testing);
  - the drilling and installation of up to 3 additional landfill gas monitoring wells (provisional; the need for these wells is to discussed with the TPR)
  - the drilling of up to 10 shallow boreholes within the site to investigate whether contamination is present in shallow soils outside of capped areas
  - the collection of soil sample for contamination testing
  - surveying of borehole and monitoring well locations

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SKM

- **Task 6 Schedule and Review of Soil Samples**

  Task 6 will involve the scheduling of selected soil samples collected for contamination testing at a NATA accredited laboratory.

- **Task 7 Groundwater Monitoring Rounds 1 & 2**

  Task 7 will involve on two separate occasions:

  - the collection of water samples from the groundwater monitoring wells installed, Slacks Creek (two locations), and leachate seeping from the landfill embankment
  - the scheduling of samples collected at a NATA accredited laboratory. The extent of groundwater contamination testing is to be agreed with the TPR, however it is expected to include the testing of metals (arsenic, cadmium, chromium, copper, nickel, lead, mercury), petroleum hydrocarbons, and range of volatile organic compounds (e.g. benzene).
  - landfill gas monitoring at the 3 gas monitoring wells installed (provisional)

- **Task 8 Landfill Cap Integrity Review**

  Task 8 will involve the review of cap integrity (permeability) data collected in Task 5, and based on this data, the adequacy of the existing cap and remedial measures required for redevelopment of the site.

- **Task 9 Interim Report, Preliminary Remediation Strategy and Cost Estimates**

  Task 9 will involve the preparation of a brief interim report which summarises the findings of Task 5-8 (and Task 11 if required), the Preliminary Remediation Strategy and remediation cost estimates to enable redevelopment of the site for the intended use. A meeting will be held during the preparation of the Interim Report to discuss the likely requirements for remediation.

- **Task 10 TPR and GQL Meeting**

  Task 10 will involve a meeting between the TPR, GQL, and SKM to discuss the findings of Task 9 and the implications for the redevelopment of the site. Based on Task 9 and 10, a decision will be made by GQL regarding the viability of the site for the proposed development and the need to progress to Task 12.

- **Task 11 Drainage and Leachate Collection System Review (Provisional)**

  Task 11 is a provision item which will involve the review of the appropriateness of the existing drainage and leachate collection system and include:

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- an inspection of the site from by a drainage engineer
- the collection of available data including elevation data and drainage plans
- the definition of catchment areas and the existing drainage network
- the assessment of runoff volumes and rates in various rainfall design events
- the review of any leachate collection system design information provided by LCC
- an appraisal of the likely drainage and leachate collection requirements to enable the redevelopment of the site.

The need for Task 11 will be determined during the course of undertaking the investigation and be based on the monitoring results, and view of the EPA and TPR in regards to the risk of the current leachate collection system.

- **Task 12 Groundwater Monitoring Round 3 & Supplementary Site Investigation Report**

  Task 12 will involve the undertaking of a 3rd monitoring round and preparation of the report on the Supplementary Site Investigation.

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Attachment 2 – Project Programme

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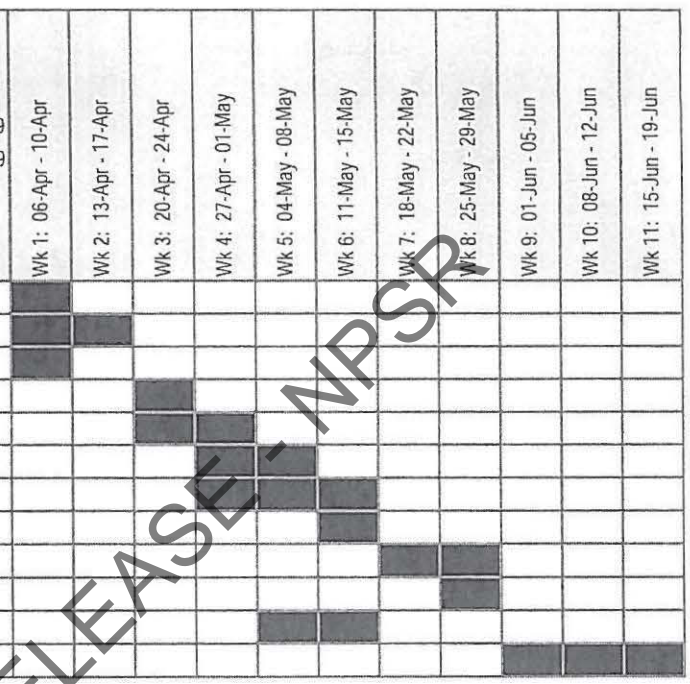
Project Programme

Greyhound Racing Phase 2 Invsestigation

Project Start Week: 06-Apr-09
Project End Week: 31-Jul-09

Task	Start	Finish
1. TPR Site Meeting	06-Apr-09	10-Apr-09
2. Sampling and Analysis Plan & Agree Scope with TPR	06-Apr-09	17-Apr-09
3. Supplementary Site Investigation Contractor Procurement	06-Apr-09	10-Apr-09
4. Underground Service Clearance	20-Apr-09	24-Apr-09
5. Bore Drilling and Monitoring Well Installation	20-Apr-09	01-May-09
6. Schedule Soil Samples	27-Apr-09	08-May-09
7. Groundwater Monitoring Rounds 1 & 2	27-Apr-09	15-May-09
8. Landfill Cap Integrity Review	11-May-09	15-May-09
9. Interim Report, Remediation Strategy, Cost Estimates	18-May-09	29-May-09
10. GQL & TPR Meeting	25-May-09	29-May-09
11. Drainage and Leachate Collection System Review (Provisional)	04-May-09	15-May-09
12. Groundwater Monitoring Round 3 & Supplementary Site Investigation Report	01-Jun-09	19-Jun-09



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Attachment 3 – SKM Terms of Agreement

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2009-08

Greyhounds Queensland

OFFICE OF RACING
- 3 APR 2009
RECEIVED

1 April 2009

Mr Mike Kelly
Executive Director
Office of Racing
Locked Bag 180
CITY EAST QLD 4002

RECEIVED
03 APR 2009
OLGR

RTI DL RELEASE - NPSR

Dear Mike,

Re: Geotechnical Study – Cronulla Park

Further to our discussions of today, the GQL Board has approved a proposal from SKM to undertake the Supplementary Site Investigation and prepare remediation cost estimates for the redevelopment of the Slacks Creek Landfill site.

The Supplementary Site Investigation is Phase 2 of the Geotechnical Study of the site previously indicated by SKM.

The scope of work to be undertaken is as follows:

- **Task 1 TPR Site Meeting**

  Task 1 will involve a meeting and site inspection of the site with the TPR. The purpose of the meeting will be to broadly discuss findings of the SKM Summary Report and requirements for the Supplementary Site Investigation.

- **Task 2 Sampling Analysis Plan**

  Task 2 will involve the preparation of a Sampling Analysis Plan (SAP). The SAP will be required by the TPR, and will outline the scope of the Supplementary Site Investigation to be undertaken in Task 5-9. The SAP will be agreed formally with the TPR prior to the commencement of Task 5-9.

- **Task 3 Contractor Procurement**

  Task 3 will the procurement of the drilling contractor, geotechnical testing contractor, underground service locator contractor, and surveyor.

Albion Park Raceway, Breakfast Creek, Q 4010 PO Box 250, Albion, Q, 4010
Telephone: (07) **3262 7800** • Facsimile: (07) 3262 7809
Web: www.greyhoundsqueensland.com.au Email: gql@greyhoundsqueensland.com.au

- **Task 4 Underground Service Clearance**

  Task 4 will involve obtaining underground service plans (dial-before-you) dig, and where possible, the checking of underground services at proposed borehole/monitoring well locations with an underground service locating contractor.

- **Task 5 Bore Drilling and Monitoring Well Installation**

  Task 5 will involve the drilling of boreholes and installation of groundwater monitoring wells based on the scope agreed in the SAP (Task 2). Task 5 is expected to include:

  - the drilling and installation of up to 6 shallow groundwater monitoring wells
  - the drilling and installation of up to 3 deep groundwater monitoring wells in the sandstone underlying the site.
  - the drilling of up to 10 shallow boreholes in the landfill cap and the undertaking of in-situ permeability tests, and collection of samples for laboratory particle size analysis and Atterberg limits (plasticity testing);
  - the drilling and installation of up to 3 additional landfill gas monitoring wells (provisional; the need for these wells is to discussed with the TPR)
  - the drilling of up to 10 shallow boreholes within the site to investigate whether contamination is present in shallow soils outside of capped areas
  - the collection of soil sample for contamination testing
  - surveying of borehole and monitoring well locations

- **Task 6 Schedule and Review of Soil Samples**

  Task 6 will involve the scheduling of selected soil samples collected for contamination testing at a NATA accredited laboratory.

- **Task 7 Groundwater Monitoring Rounds 1 & 2**

  Task 7 will involve on two separate occasions:

  - the collection of water samples from the groundwater monitoring wells installed, Slacks Creek (two locations), and leachate seeping from the landfill embankment
  - the scheduling of samples collected at a NATA accredited laboratory. The extent of groundwater contamination testing is to be agreed with the TPR, however it is expected to include the testing of metals (arsenic, cadmium, chromium, copper, nickel, lead, mercury), petroleum hydrocarbons, and range of volatile organic compounds (e.g. benzene).
  - landfill gas monitoring at the 3 gas monitoring wells installed (provisional)

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- **Task 8 Landfill Cap Integrity Review**

  Task 8 will involve the review of cap integrity (permeability) data collected in Task 5, and based on this data, the adequacy of the existing cap and remedial measures required for redevelopment of the site.

- **Task 9 Interim Report, Preliminary Remediation Strategy and Cost Estimates**

  Task 9 will involve the preparation of a brief interim report which summarises the findings of Task 5-8 (and Task 11 if required), the Preliminary Remediation Strategy and remediation cost estimates to enable redevelopment of the site for the intended use. A meeting will be held during the preparation of the Interim Report to discuss the likely requirements for remediation.

- **Task 10 TPR and GQL Meeting**

  Task 10 will involve a meeting between the TPR, GQL, and SKM to discuss the findings of Task 9 and the implications for the redevelopment of the site. Based on Task 9 and 10, a decision will be made by GQL regarding the viability of the site for the proposed development and the need to progress to Task 12.

SKM's fees and expenses, and contracting charges for the necessary work to be undertaken in Tasks 1 – 10 is as follows:

49-Sch4 - Business affairs	SKM Fees
	SKM Expenses
	Contracting Charges
$89,900	Total (ex GST)

As detailed in the Under Treasurer's correspondence to Ms Kerry Watson of 4 March 2009, GQL is seeking to enter into a funding agreement with the State in the amount of $89,900 plus GST for Phase 2 of the necessary work to be completed. GQL understands that the State in providing this amount does not commit the State to any additional monies above the $10 million compensation committed.

Should you require any further information please do not hesitate to contact me.

Yours faithfully

49-Sch4 - Signature

D. M. Beavis
General Manager

RTI DL RELEASE - NPSR

2009-10

From: John Paterson <john.paterson@racing.qld.gov.au>
Sent: Monday, 3 August 2009 9:54 AM
To: "Broadfoot, Robert" <Robert.Broadfoot@deedi.qld.gov.au>
Cc: Carol Perrett/OR/QTreasury@QTreasury
Subject: Re: Parklands

Robert

The provision of the $10 million grant to Greyhounds Queensland Limited (Greyhounds Queensland), as compensation for vacating the greyhound racing facilities at the Parklands venue that is required for the new Gold Coast University Hospital, is conditional upon Greyhounds Queensland applying the funds towards the development of new facilities.

Greyhounds Queensland has developed a proposal to develop a 'stand-alone' greyhound racing facility at Logan.

The Treasurer, as the then Minister responsible for racing, approved a payment of up to $200,000 from the total $10 million compensation to allow Greyhounds Queensland to undertake initial site assessments on the proposed greyhound racing site at Logan.

On 4 March 2009, the Under Treasurer wrote to the Chair of Greyhounds Queensland to advise that funding would be provided under separate funding agreements for Phase 1 and 2, and that Phase 1 funding would be for the amount of $24,900 (as quoted by company SKM, which is undertaking site assessment work for Greyhounds Queensland). Phase 2 funding would be for an amount of up to $175,100, representing the $200,000 total agreed to by the Treasurer.

Phase 2 has not yet been finalised.

The payment of the remainder of the $10 million compensation payment is dependent on Greyhounds Queensland presenting to government a financially viable proposal for the development of new facilities.

On 27 July 2009, Greyhounds Queensland announced that it has finalised the environmental study on the Logan site (undertaken by SKM) and was now proceeding to have costings and plans finalised for submission to Logan City Council for planning approval. We expect to shortly receive an invoice from Greyhounds Queensland in relation to the amount of $24,900.

Taking the above into account, I believe it probable that the balance of the $10 million will be paid during 2009/10.

Regards

John Paterson

Principal Compliance Officer

Office of Liquor, Gaming and Racing

Ph: 07 3234 1404

Fax: 3234 1411

Mob: s49-Sch4 - Mobile phone

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Web: www.racing.qld.gov.au

Mailto: john.paterson@racing.qld.gov.au

"Broadfoot, Robert"
<Robert.Broadfoot@deedi.qld.gov.au>03/08/2009 08:05 AM

To "Paterson, John" <John.Paterson@deedi.qld.gov.au>
cc
Subject Parklands

Hi John

Would you be able to refresh my memory on when the $10m is being paid. Will it all be paid out during 2009-10?

Regards

Robert Broadfoot, Manager, Financial Operations

Employment, Industry Development and Innovation

Department of Employment, Economic Development and Innovation

Level 22, 111 George St, Brisbane Queensland 4000

PO Box 15168, City East Queensland 4002

T+61 7 3405 6236 F +61 7 3225 8676

E robert.broadfoot@dtrdi.qld.gov.au or

robert-broadfoot@qld.gov.au

www.dtrdi.qld.gov.au

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Release

13-055 DL Documents Page 39 of 117

2009-11

Queensland Government

Department of Employment, Economic Development and Innovation

Reference No: RAC/1021(2)

6 August 2009

Mr Darren Beavis
General Manager
Greyhounds Queensland Limited
PO Box 250
ALBION DC QLD 4010

RTI DL RELEASE - NPSR

Dear Mr Beavis

Please find enclosed two copies of the Funding Deed for Phase I of the Project (as defined in the Funding Deed), which provides for the payment of $24,900 to Greyhounds Queensland Limited (GQL) as reimbursement for costs incurred (and paid) by GQL to undertake site and soil assessments of the Site, namely 146 Kingston Road, Slacks Creek (Lot 658 on SP 12298).

To expedite payment, would you please arrange to have both copies of the Funding Deed signed and witnessed, and returned to this office as soon as possible. Once the copies have been signed by a duly authorised person on behalf of the State of Queensland, a copy of the executed agreement will be returned to you for your records and payment can be processed.

Should you require any further information in relation to this matter, please do not hesitate to contact Ms Kirsty Karauria on (07) 3234 1378.

Yours sincerely

49-Sch4 - Signature

PER Carol Perrett
Director (Investigations & Compliance)
Office of Racing Regulation

Office of Racing

Level 4, 33 Charlotte Street
Locked Bag 180
City East Qld 4002

Telephone +61 7 3234 1400
Facsimile +61 7 3234 1411

Email info@racing.qld.gov.au

FUNDING DEED

Between

STATE OF QUEENSLAND
acting through the Department of Employment, Economic Development and Innovation

and

GREYHOUNDS QUEENSLAND LIMITED
ACN 128 067 247

RTI DL RELEASE - NPSR

Crown Law
Queensland Government

Crown Solicitor
State Law Building
50 Ann Street
BRISBANE

Telephone: (07) 3222 2678
Facsimile: (07) 3239 6386
Reference: CP5/RAC154/23/MAB

THIS DEED is made

BETWEEN: **STATE OF QUEENSLAND** acting through the Department of Employment, Economic Development and Innovation ABN 97 406 359 732

("**Department**")

AND: **GREYHOUNDS QUEENSLAND LIMITED** ACN 128 067 247

("**GQL**")

BACKGROUND:

A. In July 2008 the Treasurer announced that GQL would be paid the Total Funds in compensation for GQL vacating the Gold Coast Parklands and applying the Total Funds towards the development of new facilities on another site, provided certain conditions are met.

B. GQL identified the Site for development. The Treasurer granted approval for the transfer of the Site from the State to GQL at no cost, on the provision that the Site be used by GQL for the Project.

C. The Treasurer agreed to provide the Initial Funds (comprising part of the Total Funds) by way of financial assistance to GQL for Phase 1 of the Project. The Initial Funds are to be paid to GQL by way of reimbursement for costs incurred (and paid) by GQL in relation to Phase 1.

D. This Deed records the terms on which the Initial Funds will be paid to GQL.

RTI DL RELEASE - NPSR

AGREED TERMS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Deed, the following definitions apply unless the context requires otherwise:

"Business Day" means a weekday on which trading banks are open for the transaction of banking business in Brisbane.

"Commencement Date" means the date on which both parties sign this Deed, or if the parties sign this Deed on different dates, the later of those dates.

"Deed" means this Funding Deed, including all schedules and annexures, as varied from time to time.

"Initial Funds" means the amount of $24,900, which comprises part of the Total Funds.

"Phase 1" means phase 1 of the Project, comprising soil and site assessments of the Site to be conducted by GQL.

"Phase 2" means phase 2 of the Project, comprising further site assessments required in relation to the Site to enable GQL to obtain the planning approval for the construction of the new facilities on the Site.

"Project" means the development of the Site by GQL for the purpose of the construction of new facilities.

"Site" means 146 Kingston Road, Slacks Creek in the State of Queensland (being Lot 658 on Survey Plan 12298).

"Total Funds" means the total amount of $10,000,000, including the Initial Funds.

1.2 In this Deed, unless the context requires otherwise:

1.2.1 headings are inserted for convenience only, and do not affect interpretation;

1.2.2 the singular includes the plural and vice versa;

1.2.3 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.4 a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

1.2.5 a reference to a clause is reference to a clause of this Deed, and a reference to a paragraph is to a paragraph of the same clause unless the context requires otherwise;

1.2.6 a reference to a party is a reference to a party to this Deed and includes that party's successors, permitted substitutes and assigns (and, where applicable, the party's legal personal representatives);

1.2.7 a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and

1.2.8 a reference to dollars and $ is to Australian currency.

1.3 If any amount becomes payable under this Deed on a day which is not a Business Day, that amount is payable on the next Business Day.

2. COMMENCEMENT OF DEED

2.1 This Deed commences with effect from the Commencement Date.

3. PAYMENT OF INITIAL FUNDS

3.1 The Department agrees that it will pay the Initial Funds to GQL within [14] Business Days of the satisfaction of the conditions in clauses 3.3.1 and 3.3.2.

3.2 The Initial Funds are to be applied by GQL solely towards the reimbursement of costs and expenses incurred and paid by GQL in relation to Phase 1.

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3.3 The Department's obligation to pay the Initial Funds is subject to:

3.3.1 GQL submitting to the Department copies of paid invoices for costs and expenses incurred by GQL in relation to Phase 1; and

3.3.2 GQL providing to the Department copies of all documents and reports obtained and produced in relation to Phase 1.

3.4 GQL acknowledges and agrees that:

3.4.1 the Department has no obligation to pay any further amount to GQL in relation to Phase 1, unless the Department determines otherwise in its absolute discretion;

3.4.2 nothing in this Deed obliges or commits the Department to provide any further part of the Total Funds; and

3.4.3 provision of any further part of the Total Funds (including in relation to Phase 2) will be on such terms and conditions, as the Department requires, including:

(a) the prior execution of one or more further Funding Deeds; and

(b) in relation to any part of the Total Funds to be provided for the Project subsequent to Phase 1 and Phase 2, the prior provision by GQL to the Department of a proposal for completion of the Project demonstrating, to the Department's satisfaction, that the Project will be financially viable without the provision of further State government assistance.

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4. LIABILITIES

4.1 All liabilities incurred by GQL in connection with the Project, whether using the Initial Funds or not, are liabilities of GQL and do not attach to the Department.

5. INDEMNITY

5.1 GQL indemnifies the Department and each of its respective officers, employees or agents (each an "**Indemnified Party**") from and against any and all actions, claims, demands, costs, losses, damages or expenses which may be brought against, suffered or incurred by any Indemnified Party as a result of:

5.1.1 any negligent, wilful or unlawful act or omission of GQL, or any of its officers, employees, contractors, or agents; or

5.1.2 any breach of this Deed by GQL.

5.2 The indemnity provided for in clause 5.1 does not extend to any actions, claims, demands, costs, losses, damages or expenses brought against, suffered or incurred by an Indemnified Party, or any of its officers, employees or agents, to the extent that the same are the direct result of a negligent act or omission of the Indemnified Party.

5.3 GQL releases and discharges the Department and each of its officers, employees or agents (each a "**Released Party**") from any claim or action which, but for the provisions of this Deed, might be made on or brought against the Released Party by GQL.

6. CONFIDENTIALITY AND PUBLICATION

6.1 GQL must keep the terms of this Deed confidential, unless the prior written consent of the Department is obtained, provided that nothing in this clause 6.1 will prevent GQL from disclosing the terms of this Deed:

6.1.1 to the extent required by law or by an order of a court of competent jurisdiction for the purposes of any litigation or arbitration arising from this Deed;

6.1.2 to such of its officers or employees as it considers reasonably necessary in connection with the performance of this Deed; or

6.1.3 to its professional advisers or auditors, on a strictly confidential basis.

6.2 Where GQL discloses the terms of this Deed to any person, and whether pursuant to clause 6.1 or otherwise, GQL must ensure that any such person keeps the terms of this Deed strictly confidential on substantially the same terms as set out in clause 6.1.

6.3 Subject to the exceptions in subclauses 6.1.1 to 6.1.3, any proposed publication, announcement or release of information relating to this Deed or the Initial Funds must be approved in writing by the Department prior to publication. In any such publication, GQL agrees that it must acknowledge the financial and other support it has received from the Department.

7. TERMINATION

7.1 The Department may immediately terminate this Deed by notice in writing to GQL if GQL has failed to remedy a breach of this Deed within [7] Business Days after a notice to remedy has been given by the Department specifying the breach.

7.2 The Department may, at its absolute discretion, immediately terminate this Deed, by notice in writing to GQL, if GQL:

7.2.1 becomes insolvent, or is unable to pay its debts as and when they fall due;

7.2.2 enters into liquidation, or is subject to any proceedings being commenced for or in relation to its liquidation;

7.2.3 has a receiver or manager appointed, or becomes subject to any form of external administration;

7.2.4 enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

RTI DL RELEASE - NPSR

7.2.5 commences, or is subject to, any proceedings for its winding up, voluntarily or involuntarily.

7.3 In the event of termination of this Deed, GQL must repay any unexpended amount of the Initial Funds to the Department within [30] days of the date of termination, and in accordance with any additional requirements of the Department and such amount will constitute a debt due and owing to the Department.

7.4 Termination or expiration of this Deed will not, in any way, affect or limit the rights of the Department, or the obligations of GQL under this Deed.

8. REPORTING

8.1 GQL agrees to provide to the Department copies of all documents and reports obtained and produced in relation to Phase 1.

9. NOTICES

9.1 Any notice, request, notification, consent, written correspondence or approval (a "notice") under this Deed must be in writing and may be sent by prepaid postage or delivered by hand to the following respective addresses or as otherwise notified to the other party:

9.1.1 for the Department:

Kristy Karauria

Principal Compliance Officer

Office of Racing Regulation

Level 4, 33 Charlotte Street

Brisbane QLD 4000

Phone 07 3234 1378

9.1.2 for GQL:

Darren Beavis

General Manager

Greyhounds Queensland Limited

3 Amy Street

Breakfast Creek QLD 4010

Phone: 07 3262 7800

or such other address as a party may subsequently notify to the other.

9.2 A notice will be deemed to be given:

RTI DL RELEASE - NPSR

9.2.1 if posted - two days after the date of posting;

9.2.2 if delivered - on the date of delivery;

9.2.3 if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or

9.2.4 if emailed - on the date of the email,

provided that a fax or email received after 5:00 pm will be deemed to be given on the next Business Day.

10. PRIVACY

10.1 For the purpose of this clause, "Personal Information" means information or an opinion (including that information or opinion forming part of a database) whether true or not and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably be ascertained, from the information or opinion.

10.2 GQL will, in performing its obligations under this Deed:

10.2.1 protect Personal Information against loss, unauthorised access, use, modification, or disclosure and against other misuse;

10.2.2 not use Personal Information other than for the purpose of performing the Project;

10.2.3 not disclose Personal Information without the written consent of the Department;

10.2.4 immediately notify the Department if it becomes aware that an unauthorised disclosure of Personal Information has occurred;

10.2.5 ensure that only GQL's authorised personnel have access to Personal Information;

10.2.6 ensure that its employees, agents or sub-contractors are aware of GQL's obligations under this clause, including, when requested by the Department, requiring any of them to sign an undertaking in relation to Personal Information as defined by this clause; and

10.2.7 comply with any other privacy and security measures reasonably required by the Department from time to time.

11. GENERAL PROVISIONS

11.1 **Entire agreement** - This Deed constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements and agreements between the parties concerning the provision of the Initial Funds for Phase 1 of the Project by the Department to GQL.

11.2 **No partnership or joint venture** – Neither party is, by virtue of this Deed, to be considered as being in partnership or joint venture with the other.

RTI DL RELEASE - NPSR

11.3 **Delay** not **to constitute waiver** - Any failure by the Department at any time to enforce a clause of this Deed, or any forbearance, delay or indulgence granted by the Department to GQL, will not constitute a waiver of the Department's rights.

11.4 **Waiver to be in writing** - No provision of this Deed will be deemed to be waived unless that waiver is in writing and signed by the waiving party.

11.5 **Waiver limited to specific occasion** - A waiver by the Department of a breach of any provision of this Deed will not operate as a waiver of any subsequent breach of the same provision nor as a waiver of any other provision.

11.6 **Severability** - If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

11.7 **Further** assistance - GQL must do all things reasonably required by the Department to give effect to this Deed.

11.8 **No assignment or novation** - GQL may not assign or novate its interest in this Deed, except with the prior written consent of the Department, which consent will be at the Department's absolute discretion.

11.9 **Governing law** - This Deed is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

11.10 **Variation** – Any variations to this Deed are invalid unless they are agreed and signed by both parties in writing.

11.11 **Counterparts and execution by facsimile or email** - The parties may execute this Deed in counterparts. The parties may communicate execution of the Deed by transmitting an image of the whole of the executed document to the other party by facsimile or email.

RTI DL RELEASE - NPSR

12. CLAUSES TO SURVIVE TERMINATION

12.1 The following clauses will survive termination or expiration of this Deed:

12.1.1 Clause 5 (indemnity);

12.1.2 clause 7.3 (effect of termination); and

12.1.3 clause 10 (privacy).

EXECUTED AS A DEED in Queensland

SIGNED SEALED and **DELIVERED** for and on behalf of the **STATE OF QUEENSLAND** acting through the Department of Employment, Economic Development and Innovation by:

_____
(signature)

.....*(name)*

.....*(position)*

a duly authorised person, in the presence of:

/ /
Date

.....
(signature of witness)

SIGNED SEALED and **DELIVERED** for and on behalf of **GREYHOUNDS QUEENSLAND LIMITED ACN** 128 067 247 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

_____
(signature of Director)

_____
(signature of Director/Secretary)

.....*(name)*
Director

.....*(name)*
Director/Secretary

/ /
Date

RTI DL RELEASE - NPSR

2009-12

RACING FILE NOTE

Subject DELEGATIONS - SIGNING OF CONTRACTS	Author KIRSTY KARAURIA	Date 19-8-09.
Issue		Time 9.50AM
Persons Involved KIRSTY KARAURIA & MARIE WHEATLAND (x56238).		

[ ] Meeting [✓] Telephone [ ] Correspondence [ ] Other

Subject/Details/Comments	Action Required
- SPOKE TO MARIE SEEKING ADVICE AS TO WHO CAN SIGN A FUNDING DEED → SPECIFICALLY FUNDING DEED B/W STATE OF QLD & GQL FOR $24,900 → ADVISED MARIE THAT APPROVAL ALREADY GRANTED BY TREASURER.	
- MARIE ADVISED THAT, GIVEN IT HAS BEEN ALREADY APPROVED BY TREASURER & IS WITHIN HIS FINANCIAL EXPENDITURE DELEGATION, THEN ED CAN SIGN AGREEMENT/DEED.	MIKE KELLY, ED TO SIGN FUNDING DEED W GQL ON BEHALF OF STATE OF QLD.

RTI DL RELEASE - NPSR

49-Sch4 - Signature

Signature

(42)

2009-13

FUNDING DEED

Between

STATE OF QUEENSLAND
acting through the Department of Employment, Economic Development and Innovation

and

GREYHOUNDS QUEENSLAND LIMITED
ACN 128 067 247

RTI DL RELEASE - NPSR

Crown Law
Queensland Government

Crown Solicitor
State Law Building
50 Ann Street
BRISBANE

Telephone: (07) 3222 2678
Facsimile: (07) 3239 6386
Reference: CP5/RAC154/23/MAB

THIS DEED is made

BETWEEN: **STATE OF QUEENSLAND** acting through the Department of Employment, Economic Development and Innovation ABN 97 406 359 732

("**Department**")

AND: **GREYHOUNDS QUEENSLAND LIMITED** ACN 128 067 247

("**GQL**")

BACKGROUND:

A. In July 2008 the Treasurer announced that GQL would be paid the Total Funds in compensation for GQL vacating the Gold Coast Parklands and applying the Total Funds towards the development of new facilities on another site, provided certain conditions are met.

B. GQL identified the Site for development. The Treasurer granted approval for the transfer of the Site from the State to GQL at no cost, on the provision that the Site be used by GQL for the Project.

C. The Treasurer agreed to provide the Initial Funds (comprising part of the Total Funds) by way of financial assistance to GQL for Phase 1 of the Project. The Initial Funds are to be paid to GQL by way of reimbursement for costs incurred (and paid) by GQL in relation to Phase 1.

D. This Deed records the terms on which the Initial Funds will be paid to GQL.

RTI DL RELEASE - NPSR

AGREED TERMS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Deed, the following definitions apply unless the context requires otherwise:

"Business Day" means a weekday on which trading banks are open for the transaction of banking business in Brisbane.

"Commencement Date" means the date on which both parties sign this Deed, or if the parties sign this Deed on different dates, the later of those dates.

"Deed" means this Funding Deed, including all schedules and annexures, as varied from time to time.

"Initial Funds" means the amount of $24,900, which comprises part of the Total Funds.

"Phase 1" means phase 1 of the Project, comprising soil and site assessments of the Site to be conducted by GQL.

Release

"Phase 2" means phase 2 of the Project, comprising further site assessments required in relation to the Site to enable GQL to obtain the planning approval for the construction of the new facilities on the Site.

"Project" means the development of the Site by GQL for the purpose of the construction of new facilities.

"Site" means 146 Kingston Road, Slacks Creek in the State of Queensland (being Lot 658 on Survey Plan 12298).

"Total Funds" means the total amount of $10,000,000, including the Initial Funds.

1.2 In this Deed, unless the context requires otherwise:

1.2.1 headings are inserted for convenience only, and do not affect interpretation;

1.2.2 the singular includes the plural and vice versa;

1.2.3 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.4 a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

1.2.5 a reference to a clause is reference to a clause of this Deed, and a reference to a paragraph is to a paragraph of the same clause unless the context requires otherwise;

1.2.6 a reference to a party is a reference to a party to this Deed and includes that party's successors, permitted substitutes and assigns (and, where applicable, the party's legal personal representatives);

1.2.7 a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and

1.2.8 a reference to dollars and $ is to Australian currency.

1.3 If any amount becomes payable under this Deed on a day which is not a Business Day, that amount is payable on the next Business Day.

2. COMMENCEMENT OF DEED

2.1 This Deed commences with effect from the Commencement Date.

3. PAYMENT OF INITIAL FUNDS

3.1 The Department agrees that it will pay the Initial Funds to GQL within [14] Business Days of the satisfaction of the conditions in clauses 3.3.1 and 3.3.2.

3.2 The Initial Funds are to be applied by GQL solely towards the reimbursement of costs and expenses incurred and paid by GQL in relation to Phase 1.

RTI DL RELEASE - NPSR

3.3 The Department's obligation to pay the Initial Funds is subject to:

3.3.1 GQL submitting to the Department copies of paid invoices for costs and expenses incurred by GQL in relation to Phase 1; and

3.3.2 GQL providing to the Department copies of all documents and reports obtained and produced in relation to Phase 1.

3.4 GQL acknowledges and agrees that:

3.4.1 the Department has no obligation to pay any further amount to GQL in relation to Phase 1, unless the Department determines otherwise in its absolute discretion;

3.4.2 nothing in this Deed obliges or commits the Department to provide any further part of the Total Funds; and

3.4.3 provision of any further part of the Total Funds (including in relation to Phase 2) will be on such terms and conditions, as the Department requires, including:

(a) the prior execution of one or more further Funding Deeds; and

(b) in relation to any part of the Total Funds to be provided for the Project subsequent to Phase 1 and Phase 2, the prior provision by GQL to the Department of a proposal for completion of the Project demonstrating, to the Department's satisfaction, that the Project will be financially viable without the provision of further State government assistance.

RTI DL RELEASE - NPSR

4. LIABILITIES

4.1 All liabilities incurred by GQL in connection with the Project, whether using the Initial Funds or not, are liabilities of GQL and do not attach to the Department.

5. INDEMNITY

5.1 GQL indemnifies the Department and each of its respective officers, employees or agents (each an "**Indemnified Party**") from and against any and all actions, claims, demands, costs, losses, damages or expenses which may be brought against, suffered or incurred by any Indemnified Party as a result of:

5.1.1 any negligent, wilful or unlawful act or omission of GQL, or any of its officers, employees, contractors, or agents; or

5.1.2 any breach of this Deed by GQL.

5.2 The indemnity provided for in clause 5.1 does not extend to any actions, claims, demands, costs, losses, damages or expenses brought against, suffered or incurred by an Indemnified Party, or any of its officers, employees or agents, to the extent that the same are the direct result of a negligent act or omission of the Indemnified Party.

5.3 GQL releases and discharges the Department and each of its officers, employees or agents (each a "**Released Party**") from any claim or action which, but for the provisions of this Deed, might be made on or brought against the Released Party by GQL.

6. CONFIDENTIALITY AND PUBLICATION

6.1 GQL must keep the terms of this Deed confidential, unless the prior written consent of the Department is obtained, provided that nothing in this clause 6.1 will prevent GQL from disclosing the terms of this Deed:

6.1.1 to the extent required by law or by an order of a court of competent jurisdiction for the purposes of any litigation or arbitration arising from this Deed;

6.1.2 to such of its officers or employees as it considers reasonably necessary in connection with the performance of this Deed; or

6.1.3 to its professional advisers or auditors, on a strictly confidential basis.

6.2 Where GQL discloses the terms of this Deed to any person, and whether pursuant to clause 6.1 or otherwise, GQL must ensure that any such person keeps the terms of this Deed strictly confidential on substantially the same terms as set out in clause 6.1.

6.3 Subject to the exceptions in subclauses 6.1.1 to 6.1.3, any proposed publication, announcement or release of information relating to this Deed or the Initial Funds must be approved in writing by the Department prior to publication. In any such publication, GQL agrees that it must acknowledge the financial and other support it has received from the Department.

7. TERMINATION

7.1 The Department may immediately terminate this Deed by notice in writing to GQL if GQL has failed to remedy a breach of this Deed within [7] Business Days after a notice to remedy has been given by the Department specifying the breach.

7.2 The Department may, at its absolute discretion, immediately terminate this Deed, by notice in writing to GQL, if GQL:

7.2.1 becomes insolvent, or is unable to pay its debts as and when they fall due;

7.2.2 enters into liquidation, or is subject to any proceedings being commenced for or in relation to its liquidation;

7.2.3 has a receiver or manager appointed, or becomes subject to any form of external administration;

7.2.4 enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

RTI DL RELEASE - NPSR

Release

13-055 DL Documents Page 55 of 117

7.2.5 commences, or is subject to, any proceedings for its winding up, voluntarily or involuntarily.

7.3 In the event of termination of this Deed, GQL must repay any unexpended amount of the Initial Funds to the Department within [30] days of the date of termination, and in accordance with any additional requirements of the Department and such amount will constitute a debt due and owing to the Department.

7.4 Termination or expiration of this Deed will not, in any way, affect or limit the rights of the Department, or the obligations of GQL under this Deed.

8. REPORTING

8.1 GQL agrees to provide to the Department copies of all documents and reports obtained and produced in relation to Phase 1.

9. NOTICES

9.1 Any notice, request, notification, consent, written correspondence or approval (a "notice") under this Deed must be in writing and may be sent by prepaid postage or delivered by hand to the following respective addresses or as otherwise notified to the other party:

9.1.1 for the Department:

Kristy Karauria

Principal Compliance Officer

Office of Racing Regulation

Level 4, 33 Charlotte Street

Brisbane QLD 4000

Phone 07 3234 1378

9.1.2 for GQL:

Darren Beavis

General Manager

Greyhounds Queensland Limited

3 Amy Street

Breakfast Creek QLD 4010

Phone: 07 3262 7800

or such other address as a party may subsequently notify to the other.

9.2 A notice will be deemed to be given:

RTI DL RELEASE - NPSR

9.2.1 if posted - two days after the date of posting;

9.2.2 if delivered - on the date of delivery;

9.2.3 if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or

9.2.4 if emailed - on the date of the email,

provided that a fax or email received after 5:00 pm will be deemed to be given on the next Business Day.

10. PRIVACY

10.1 For the purpose of this clause, "Personal Information" means information or an opinion (including that information or opinion forming part of a database) whether true or not and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably be ascertained, from the information or opinion.

10.2 GQL will, in performing its obligations under this Deed:

10.2.1 protect Personal Information against loss, unauthorised access, use, modification, or disclosure and against other misuse;

10.2.2 not use Personal Information other than for the purpose of performing the Project;

10.2.3 not disclose Personal Information without the written consent of the Department;

10.2.4 immediately notify the Department if it becomes aware that an unauthorised disclosure of Personal Information has occurred;

10.2.5 ensure that only GQL's authorised personnel have access to Personal Information;

10.2.6 ensure that its employees, agents or sub-contractors are aware of GQL's obligations under this clause, including, when requested by the Department, requiring any of them to sign an undertaking in relation to Personal Information as defined by this clause; and

10.2.7 comply with any other privacy and security measures reasonably required by the Department from time to time.

11. GENERAL PROVISIONS

11.1 **Entire agreement** - This Deed constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements and agreements between the parties concerning the provision of the Initial Funds for Phase 1 of the Project by the Department to GQL.

11.2 **No partnership or joint venture** – Neither party is, by virtue of this Deed, to be considered as being in partnership or joint venture with the other.

RTI DL RELEASE - NPSR

11.3 **Delay** not **to constitute waiver** - Any failure by the Department at any time to enforce a clause of this Deed, or any forbearance, delay or indulgence granted by the Department to GQL, will not constitute a waiver of the Department's rights.

11.4 **Waiver to be in writing** - No provision of this Deed will be deemed to be waived unless that waiver is in writing and signed by the waiving party.

11.5 **Waiver limited to specific occasion** - A waiver by the Department of a breach of any provision of this Deed will not operate as a waiver of any subsequent breach of the same provision nor as a waiver of any other provision.

11.6 **Severability** - If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

11.7 **Further** assistance - GQL must do all things reasonably required by the Department to give effect to this Deed.

11.8 **No assignment or novation** - GQL may not assign or novate its interest in this Deed, except with the prior written consent of the Department, which consent will be at the Department's absolute discretion.

11.9 **Governing law** - This Deed is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

11.10 **Variation** – Any variations to this Deed are invalid unless they are agreed and signed by both parties in writing.

11.11 **Counterparts and execution by facsimile or email** - The parties may execute this Deed in counterparts. The parties may communicate execution of the Deed by transmitting an image of the whole of the executed document to the other party by facsimile or email.

RTI DL RELEASE - NPSR

12. CLAUSES TO SURVIVE TERMINATION

12.1 The following clauses will survive termination or expiration of this Deed:

12.1.1 Clause 5 (indemnity);

12.1.2 clause 7.3 (effect of termination); and

12.1.3 clause 10 (privacy).

EXECUTED AS A DEED in Queensland

SIGNED SEALED and **DELIVERED** for and on behalf of the **STATE OF QUEENSLAND** acting through the Department of Employment, Economic Development and Innovation by:

49-Sch4 - Signature

(signature)

MICHAEL KELLY *(name)*

EXECUTIVE DIRECTOR, OPERATIONS *(position)*

a duly authorised person, in the presence of:

25/8/09
Date

49-Sch4 - Signature

(signature of witness)

SIGNED SEALED and **DELIVERED** for and on behalf of **GREYHOUNDS QUEENSLAND LIMITED ACN** 128 067 247 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

49-Sch4 - Signature

(signature of Director)

49-Sch4 - Signature

(signature of ~~Director~~/Secretary)

KERRY LEE WATSON *(name)*
Director

DARREN MICHAEL BEANS *(name)*
~~Director~~/Secretary

13/8/2009
Date

RTI DL RELEASE - NPSR

2009-14
44

Queensland Government

General Purpose Expenditure Voucher

Mandatory field *

Company Code*	Invoice date*	Invoice/credit note number*	Vendor number* (if known)
1061	23.10.2009	009988	

Section A: Vendor Information

GST registered:* No ☐ Yes ☐

Claimant/vendor name*: Greyhounds Queensland Limited

Claimant/vendor ABN (if applicable): 87 128 067 247

Address of claimant/vendor*: PO Box 250, Albion Qld 4010

Country State Postcode

Remittance text (this will be displayed in the remittance to the vendor)*: Logan Assessment Cost

Claimant *(to be signed by employees claiming cost recovery items)*

I certify that the amount detailed above is due and payable to me for goods supplied, services rendered of works as indicated on this form.

Signature

Date

Is there a fringe benefits tax impact?

No ☐ Yes ☐ Please advise your SSP fringe benefits tax unit of this assessment

Return cheque to requestor?

No ☐ Yes ☐ Invoice Attached ☐

Manual Cheque Required ☐

Section B: General Ledger Information

Invoice Type: Invoice ☉ DR Credit Note ☐ CR

Payment Terms	Payment Method	House Bank	Partner Bank Type

If the table below is not long enough, please use the attached table ☐ Electronic upload ☐

Line	DR/CR*	GL Account Code*	Amount *	Tax Code *	Profit Centre (4) Cost Centre (7) Internal Order (8) WBS Element *	Description* (this description appears on your financial reports - maximum of 50 characters)
1	DR	200105	27,390.00	SG	2225	GQL - Logan Assessment Cost
2						
3						
4						
5						
	Total		27,390.00		(must equal invoice amount including GST)	

Section C: Certifications

Business unit verification

I certify that the necessary checks have been made to ensure that:

- all GL account, WBS Element/ internal order/ cost centre/ profit SAP tax codes are correct;
- a valid tax invoice is attached where applicable;
- goods and services are for official purpose and have been received;
- the invoice has not been previously paid; and
- the total computed for payment on this form equals the value of the invoice including GST

Name: Carole Miller

Telephone number: 323 41400

Position: Project Officer

Signature: 49-Sch4 - Signature

Date: 23.10.2009

Expenditure Approval

I approve this expenditure from the codes shown above and hold the relevant financial delegation.

Name: Carol Perrett

Position: A/Executive Director

Signature: 49-Sch4 - Signature

Date: 23.10.2009

Accounts Payable Use Only

Entered by	SAP User ID	SAP Document number	Manual cheque number (if applicable)

Privacy Statement

The collection of personal information on this form and any attachments is authorised under the *Financial Administration and Audit Act 1977*, and will be used in the processing of vouchers. Your personal information will not be disclosed to other parties without your consent unless required by law.

Form Name: YFI_AP_F_GENERAL_PURPOSE_VOUCH Version: 1.8 Release Date: 12.06.2009

RTI DL RELEASE - NPSR

Line	DR/CR	GL Account Code	Amount	Tax Code (2)	Profit Centre (4) Cost Centre (7) Internal Order(8) WBS Element	Description (this description appears on your financial reports - maximum of 50 characters)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
	Total		27,390.00	(must equal invoice amount including GST)		

RTI DL RELEASE - NPSR

Greyhounds Queensland

TAX INVOICE 23/10/2009

ABN: 87 128 067 247

Invoice No 009988

OFFICE OF RACING
DEPARTMENT OF EMPLOYMENT, ECONOMIC
DEVELOPMENT & INNOVATION

OFFICE OF RACING
DEPARTMENT OF EMPLOYMENT, ECONOMIC
DEVELOPMENT & INNOVATION

QTY	DESCRIPTION	AMOUNT	GST	TOTAL
	REIMBURSEMENT OF LOGAN ASSESSMENT COST.			
1	LOGAN ASSESSMENT COST (1)	24,900.00	2,490.00	27,390.00

RTI DL RELEASE - NPSR

OK to pay

49-Sch4 - Signature

Principal Compliance Officer

23/10/2009

TOTAL INCLUDING GST $ 27,390.00

****** Please return remittance advice with payment ******

***** REMITTANCE ADVICE *****

OFFICE OF RACING
DEPARTMENT OF EMPLOYMENT, ECONOMIC
DEVELOPMENT & INNOVATION

INVOICE DATE 23/10/2009
INVOICE No. 009988
ACCOUNT CODE DZOFFI
INVOICE AMOUNT
INCLUDING GST *****27,390.00

Albion Park Raceway, Breakfast Creek, Q 4010 PO Box 250, Albion, Q, 4010
Telephone: (07) 3262 7800 • Facsimile: (07) 3262 7809
ABN 87 128 067 247

Greyhounds Queensland

Greyhounds Queensland Limited
Proposed Logan Greyhound Racing Facility
Stage 1Costs to 31 May 2009

	Organisation	Invoice Date	Amount	Particulars
1	Sinclair Knight Merz	26-Feb-09		Contaminated Land Consultancy
		20-Mar-09		Draft report in relation to advice on ground water testing and results, geotechnical, water supply and contaminated land liability issue.
		49-Sch4 - Business affairs		
		20-Apr-09		Contaminated Land Consultancy
2	WSP Environmental Pty Ltd	31-Mar-09		Landfill site study
		30-Apr-09		Landfill site study
	Total		$25,050.00	

Recover $24,900 plus GST
(Reimbursement of Logan Assessment Cost)

Invoice to:-
Office of Racing
Department of Employment, Economic Development & Innovation

Fax:- 3234 1411
Attention John Paterson

RTI DL RELEASE - NPSR

	Organisation	Invoice Date	Amount	Particulars
1	Sinclair Knight Merz	26-Feb-09		Contaminated Land Consultancy
		20-Mar-09		Draft report in relation to advice on ground water testing and results, geotechnical, water supply and contaminated land liability issue.
		49-Sch4 - Business affairs		
		20-Apr-09		Contaminated Land Consultancy
2	WSP Environmental Pty Ltd	31-Mar-09		Landfill site study
		30-Apr-09		Landfill site study
	Total		$25,050.00	

RTI DL RELEASE - NPSR

Sinclair Knight Merz
32 Cordelia Street
PO Box 3848
SOUTH BRISBANE QLD 4101

Telephone: +61 7 3026 7100
Facsimile: +61 7 3026 7300
Web: www.skmconsulting.com

SKM

CLIENT PROGRESS REPORT

Greyhound Queensland Limited
PO Box 250
Albion Qld 4010

Attention: Darren Beavis

Invoice No. **QB012544**
Claim No. 1
Date: 26 February 2009
Our Ref: QB10035
Project Manager: 49-Sch4
Your Ref:

SLACKS CREEK GREYHOUND FACILITY - CONTAMINATED LAND CONSULTANCY

Please find below an update of progress of this project -

- All available information has been received from Logan City Council and reviewed.
- Draft Report has been prepared for final review. Copy to be provided to QGL within next week.

RTI DL RELEASE - NPSR

17 MAR 2009

Signed: 49-Sch4 - Signature
49-Sch4
Project Manager

Signed: 49-Sch4 - Signature
49-Sch4
Project Director

Sinclair Knight Merz
32 Cordelia Street
PO Box 3848
SOUTH BRISBANE QLD 4101

Telephone: +61 7 3026 7100
Facsimile: +61 7 3026 7540
Web: www.skmconsulting.com

CLIENT PROGRESS REPORT

Greyhound Queensland Limited
PO Box 250
ALBION QLD 4010

Attention: Mr Darren Beavis

Invoice No. **QB012615**
Claim No. 2
Date: 20 March 2009
Our Ref: QB10035
Project Manager: 49-Sch4
Your Ref:

SLACKS CREEK GREYHOUND FACILITY - CONTAMINATED LAND CONSULTANCY

Please find below an update of progress of this project.

Draft report has been prepared and reviewed. Minor adjustments necessary prior to submission.

undertaking ongoing discussions with GQL in regards to additional advice on ground water testing and results, geotechnical, water supply and contaminated land liability issues.

RTI DL RELEASE - NPSR

49-Sch4 - Signature

Signed: _____ Signed: _____

49-Sch4
Project Manager

49-Sch4
Project Director

Sinclair Knight Merz
32 Cordelia Street
PO Box 3848
SOUTH BRISBANE QLD 4101

Telephone: +61 7 3026 7100
Facsimile: +61 7 3026 7540
Web: www.skmconsulting.com

SKM

CLIENT PROGRESS REPORT

Greyhound Queensland Limited
PO Box 250
ALBION QLD 4010

Attention: Mr Darren Beavis

Invoice No. **QB012698**
Claim No. 3
Date: 20 April 2009
Our Ref: QB10035
Project Manager: 49-Sch4
Your Ref:

SLACKS CREEK GREYHOUND FACILITY - CONTAMINATED LAND CONSULTANCY

Please find below an update of progress of this project.

Draft report has been prepared and reviewed. Minor adjustments necessary prior to submission.

Site constraints letter provided to GQL following meeting on 24 February 2009 at GQL offices, and additional groundwater test results gained.

undertaking ongoing discussions with GQL in regards to additional advice on ground water testing and results, geotechnical, water supply and contaminated land liability issues.

RTI DL RELEASE - NPSR

19 MAY 2009

Signed:

49-Sch4
Project Manager

Signed:

49-Sch4
Project Director

FUNDING DEED

Between

STATE OF QUEENSLAND
acting through the Department of Employment, Economic Development and Innovation

and

GREYHOUNDS QUEENSLAND LIMITED
ACN 128 067 247

RTI DL RELEASE - NPSR

Crown Law
Queensland Government

Crown Solicitor
State Law Building
50 Ann Street
BRISBANE

Telephone: (07) 3222 2678
Facsimile: (07) 3239 6386
Reference: CP5/RAC154/23/MAB

THIS DEED is made

BETWEEN: **STATE OF QUEENSLAND** acting through the Department of Employment, Economic Development and Innovation ABN 97 406 359 732

("**Department**")

AND: **GREYHOUNDS QUEENSLAND LIMITED** ACN 128 067 247

("**GQL**")

BACKGROUND:

A. In July 2008 the Treasurer announced that GQL would be paid the Total Funds in compensation for GQL vacating the Gold Coast Parklands and applying the Total Funds towards the development of new facilities on another site, provided certain conditions are met.

B. GQL identified the Site for development. The Treasurer granted approval for the transfer of the Site from the State to GQL at no cost, on the provision that the Site be used by GQL for the Project.

C. The Treasurer agreed to provide the Initial Funds (comprising part of the Total Funds) by way of financial assistance to GQL for Phase 1 of the Project. The Initial Funds are to be paid to GQL by way of reimbursement for costs incurred (and paid) by GQL in relation to Phase 1.

D. This Deed records the terms on which the Initial Funds will be paid to GQL.

RTI DL RELEASE - NPSR

AGREED TERMS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Deed, the following definitions apply unless the context requires otherwise:

"Business Day" means a weekday on which trading banks are open for the transaction of banking business in Brisbane.

"Commencement Date" means the date on which both parties sign this Deed, or if the parties sign this Deed on different dates, the later of those dates.

"Deed" means this Funding Deed, including all schedules and annexures, as varied from time to time.

"Initial Funds" means the amount of $24,900, which comprises part of the Total Funds.

"Phase 1" means phase 1 of the Project, comprising soil and site assessments of the Site to be conducted by GQL.

Release

"Phase 2" means phase 2 of the Project, comprising further site assessments required in relation to the Site to enable GQL to obtain the planning approval for the construction of the new facilities on the Site.

"Project" means the development of the Site by GQL for the purpose of the construction of new facilities.

"Site" means 146 Kingston Road, Slacks Creek in the State of Queensland (being Lot 658 on Survey Plan 12298).

"Total Funds" means the total amount of $10,000,000, including the Initial Funds.

1.2 In this Deed, unless the context requires otherwise:

1.2.1 headings are inserted for convenience only, and do not affect interpretation;

1.2.2 the singular includes the plural and vice versa;

1.2.3 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.4 a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

1.2.5 a reference to a clause is reference to a clause of this Deed, and a reference to a paragraph is to a paragraph of the same clause unless the context requires otherwise;

1.2.6 a reference to a party is a reference to a party to this Deed and includes that party's successors, permitted substitutes and assigns (and, where applicable, the party's legal personal representatives);

1.2.7 a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and

1.2.8 a reference to dollars and $ is to Australian currency.

1.3 If any amount becomes payable under this Deed on a day which is not a Business Day, that amount is payable on the next Business Day.

2. COMMENCEMENT OF DEED

2.1 This Deed commences with effect from the Commencement Date.

3. PAYMENT OF INITIAL FUNDS

3.1 The Department agrees that it will pay the Initial Funds to GQL within [14] Business Days of the satisfaction of the conditions in clauses 3.3.1 and 3.3.2.

3.2 The Initial Funds are to be applied by GQL solely towards the reimbursement of costs and expenses incurred and paid by GQL in relation to Phase 1.

RTI DL RELEASE - NPSR

Release

13-055 DL Documents Page 70 of 117

3.3 The Department's obligation to pay the Initial Funds is subject to:

3.3.1 GQL submitting to the Department copies of paid invoices for costs and expenses incurred by GQL in relation to Phase 1; and

3.3.2 GQL providing to the Department copies of all documents and reports obtained and produced in relation to Phase 1.

3.4 GQL acknowledges and agrees that:

3.4.1 the Department has no obligation to pay any further amount to GQL in relation to Phase 1, unless the Department determines otherwise in its absolute discretion;

3.4.2 nothing in this Deed obliges or commits the Department to provide any further part of the Total Funds; and

3.4.3 provision of any further part of the Total Funds (including in relation to Phase 2) will be on such terms and conditions, as the Department requires, including:

(a) the prior execution of one or more further Funding Deeds; and

(b) in relation to any part of the Total Funds to be provided for the Project subsequent to Phase 1 and Phase 2, the prior provision by GQL to the Department of a proposal for completion of the Project demonstrating, to the Department's satisfaction, that the Project will be financially viable without the provision of further State government assistance.

RTI DL RELEASE - NPSR

4. LIABILITIES

4.1 All liabilities incurred by GQL in connection with the Project, whether using the Initial Funds or not, are liabilities of GQL and do not attach to the Department.

5. INDEMNITY

5.1 GQL indemnifies the Department and each of its respective officers, employees or agents (each an "**Indemnified Party**") from and against any and all actions, claims, demands, costs, losses, damages or expenses which may be brought against, suffered or incurred by any Indemnified Party as a result of:

5.1.1 any negligent, wilful or unlawful act or omission of GQL, or any of its officers, employees, contractors, or agents; or

5.1.2 any breach of this Deed by GQL.

5.2 The indemnity provided for in clause 5.1 does not extend to any actions, claims, demands, costs, losses, damages or expenses brought against, suffered or incurred by an Indemnified Party, or any of its officers, employees or agents, to the extent that the same are the direct result of a negligent act or omission of the Indemnified Party.

5.3 GQL releases and discharges the Department and each of its officers, employees or agents (each a "**Released Party**") from any claim or action which, but for the provisions of this Deed, might be made on or brought against the Released Party by GQL.

6. CONFIDENTIALITY AND PUBLICATION

6.1 GQL must keep the terms of this Deed confidential, unless the prior written consent of the Department is obtained, provided that nothing in this clause 6.1 will prevent GQL from disclosing the terms of this Deed:

6.1.1 to the extent required by law or by an order of a court of competent jurisdiction for the purposes of any litigation or arbitration arising from this Deed;

6.1.2 to such of its officers or employees as it considers reasonably necessary in connection with the performance of this Deed; or

6.1.3 to its professional advisers or auditors, on a strictly confidential basis.

6.2 Where GQL discloses the terms of this Deed to any person, and whether pursuant to clause 6.1 or otherwise, GQL must ensure that any such person keeps the terms of this Deed strictly confidential on substantially the same terms as set out in clause 6.1.

6.3 Subject to the exceptions in subclauses 6.1.1 to 6.1.3, any proposed publication, announcement or release of information relating to this Deed or the Initial Funds must be approved in writing by the Department prior to publication. In any such publication, GQL agrees that it must acknowledge the financial and other support it has received from the Department.

7. TERMINATION

7.1 The Department may immediately terminate this Deed by notice in writing to GQL if GQL has failed to remedy a breach of this Deed within [7] Business Days after a notice to remedy has been given by the Department specifying the breach.

7.2 The Department may, at its absolute discretion, immediately terminate this Deed, by notice in writing to GQL, if GQL:

7.2.1 becomes insolvent, or is unable to pay its debts as and when they fall due;

7.2.2 enters into liquidation, or is subject to any proceedings being commenced for or in relation to its liquidation;

7.2.3 has a receiver or manager appointed, or becomes subject to any form of external administration;

7.2.4 enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

RTI DL RELEASE - NPSR

7.2.5 commences, or is subject to, any proceedings for its winding up, voluntarily or involuntarily.

7.3 In the event of termination of this Deed, GQL must repay any unexpended amount of the Initial Funds to the Department within [30] days of the date of termination, and in accordance with any additional requirements of the Department and such amount will constitute a debt due and owing to the Department.

7.4 Termination or expiration of this Deed will not, in any way, affect or limit the rights of the Department, or the obligations of GQL under this Deed.

8. REPORTING

8.1 GQL agrees to provide to the Department copies of all documents and reports obtained and produced in relation to Phase 1.

9. NOTICES

9.1 Any notice, request, notification, consent, written correspondence or approval (a "notice") under this Deed must be in writing and may be sent by prepaid postage or delivered by hand to the following respective addresses or as otherwise notified to the other party:

9.1.1 for the Department:

Kristy Karauria

Principal Compliance Officer

Office of Racing Regulation

Level 4, 33 Charlotte Street

Brisbane QLD 4000

Phone 07 3234 1378

9.1.2 for GQL:

Darren Beavis

General Manager

Greyhounds Queensland Limited

3 Amy Street

Breakfast Creek QLD 4010

Phone: 07 3262 7800

or such other address as a party may subsequently notify to the other.

9.2 A notice will be deemed to be given:

RTI DL RELEASE NPSR

9.2.1 if posted - two days after the date of posting;

9.2.2 if delivered - on the date of delivery;

9.2.3 if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or

9.2.4 if emailed - on the date of the email,

provided that a fax or email received after 5:00 pm will be deemed to be given on the next Business Day.

10. PRIVACY

10.1 For the purpose of this clause, "Personal Information" means information or an opinion (including that information or opinion forming part of a database) whether true or not and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably be ascertained, from the information or opinion.

10.2 GQL will, in performing its obligations under this Deed:

10.2.1 protect Personal Information against loss, unauthorised access, use, modification, or disclosure and against other misuse;

10.2.2 not use Personal Information other than for the purpose of performing the Project;

10.2.3 not disclose Personal Information without the written consent of the Department;

10.2.4 immediately notify the Department if it becomes aware that an unauthorised disclosure of Personal Information has occurred;

10.2.5 ensure that only GQL's authorised personnel have access to Personal Information;

10.2.6 ensure that its employees, agents or sub-contractors are aware of GQL's obligations under this clause, including, when requested by the Department, requiring any of them to sign an undertaking in relation to Personal Information as defined by this clause; and

10.2.7 comply with any other privacy and security measures reasonably required by the Department from time to time.

11. GENERAL PROVISIONS

11.1 **Entire agreement** - This Deed constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements and agreements between the parties concerning the provision of the Initial Funds for Phase 1 of the Project by the Department to GQL.

11.2 **No partnership or joint venture** – Neither party is, by virtue of this Deed, to be considered as being in partnership or joint venture with the other.

RTI DL RELEASE - NPSR

11.3 **Delay not to constitute waiver** - Any failure by the Department at any time to enforce a clause of this Deed, or any forbearance, delay or indulgence granted by the Department to GQL, will not constitute a waiver of the Department's rights.

11.4 **Waiver to be in writing** - No provision of this Deed will be deemed to be waived unless that waiver is in writing and signed by the waiving party.

11.5 **Waiver limited to specific occasion** - A waiver by the Department of a breach of any provision of this Deed will not operate as a waiver of any subsequent breach of the same provision nor as a waiver of any other provision.

11.6 **Severability** - If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

11.7 **Further** assistance - GQL must do all things reasonably required by the Department to give effect to this Deed.

11.8 **No assignment or novation** - GQL may not assign or novate its interest in this Deed, except with the prior written consent of the Department, which consent will be at the Department's absolute discretion.

11.9 **Governing law** - This Deed is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

11.10 **Variation** – Any variations to this Deed are invalid unless they are agreed and signed by both parties in writing.

11.11 **Counterparts and execution by facsimile or email** - The parties may execute this Deed in counterparts. The parties may communicate execution of the Deed by transmitting an image of the whole of the executed document to the other party by facsimile or email.

12. CLAUSES TO SURVIVE TERMINATION

12.1 The following clauses will survive termination or expiration of this Deed:

12.1.1 Clause 5 (indemnity);

12.1.2 clause 7.3 (effect of termination); and

12.1.3 clause 10 (privacy).

RTI DL RELEASE - NPSR

EXECUTED AS A DEED in Queensland

SIGNED SEALED and **DELIVERED** for and on behalf of the **STATE OF QUEENSLAND** acting through the Department of Employment, Economic Development and Innovation by:

49-Sch4 - Signature

MICHAEL KELLY (name)

EXECUTIVE DIRECTOR OAR (position)

49-Sch4 - Signature

(signature)

a duly authorised person, in the presence of:

49-Sch4 - Signature

(signature of witness)

25/8/09
Date

SIGNED SEALED and **DELIVERED** for and on behalf of **GREYHOUNDS QUEENSLAND LIMITED ACN** 128 067 247 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

49-Sch4 - Signature

(signature of Director)

49-Sch4 - Signature

(signature of ~~Director~~/Secretary)

KERRY LEE WATSON (name)
Director

DARREN MICHAEL BEANLAND (name)
~~Director~~/Secretary

13/8/2009.
Date

RTI DL RELEASE - NPSR

2009-15

Queensland Government

Department of Employment, Economic Development and Innovation

Reference No: RAC/1021(2)

11 November 2009

Mr Darren Beavis
General Manager
Greyhounds Queensland Limited
PO Box 250
ALBION DC QLD 4010

RTI DL RELEASE - NPSR

Dear Mr Beavis

Please find enclosed two copies of the Funding Deed for Phase 2 of the Project (as defined in the Funding Deed), which provides for the payment of up to $175,100 to Greyhounds Queensland Limited (GQL) as reimbursement for costs incurred (and paid) by GQL to undertake further site assessments in relation to the Site to enable GQL to obtain the planning approval for the construction of the new facilities on the Site, namely 146 Kingston Road, Slacks Creek (Lot 658 on SP 12298).

To expedite payment, would you please arrange to have both copies of the Funding Deed signed and witnessed, and returned to this office as soon as possible. Once the copies have been signed by a duly authorised person on behalf of the State of Queensland, a copy of the executed agreement will be returned to you for your records and payment can be processed.

Should you require any further information in relation to this matter, please do not hesitate to contact Ms Kirsty Karauria on (07) 3234 1378.

Yours sincerely

49-Sch4 - Signature

Carol Perrett
Director (Investigations & Compliance)
Office of Racing Regulation

Office of Racing

Level 4, 33 Charlotte Street
Locked Bag 180
City East Qld 4002

Telephone +61 7 3234 1400
Facsimile +61 7 3234 1411

Email info@racing.qld.gov.au

FUNDING DEED

Between

STATE OF QUEENSLAND
acting through the Department of Employment, Economic Development and Innovation

and

GREYHOUNDS QUEENSLAND LIMITED
ACN 128 067 247

RTI DL RELEASE - NPSR

Office of Racing
Level 4, 33 Charlotte Street
BRISBANE

Telephone: (07) 3234 1411
Facsimile: (07) 3234 1411

Release

THIS DEED is made

BETWEEN: **STATE OF QUEENSLAND** acting through the Department of Employment, Economic Development and Innovation ABN 97 406 359 732

("**Department**")

AND: **GREYHOUNDS QUEENSLAND LIMITED** ACN 128 067 247

("**GQL**")

BACKGROUND:

A. In July 2008 the Treasurer announced that GQL would be paid the Total Funds in compensation for GQL vacating the Gold Coast Parklands and applying the Total Funds towards the development of new facilities on another site, provided certain conditions are met.

B. GQL identified the Site for development. The Treasurer granted approval for the transfer of the Site from the State to GQL at no cost, on the provision that the Site be used by GQL for the Project.

C. The Treasurer agreed to provide the Initial Funds (comprising part of the Total Funds) by way of financial assistance to GQL for Phases 1 and 2 of the Project. The Initial Funds are to be paid to GQL by way of reimbursement for costs incurred (and paid) by GQL in relation to Phases 1 and 2.

D. GQL has been reimbursed for costs for Phase 1.

E. This Deed records the terms on which the Initial Funds for Phase 2 will be paid to GQL.

RTI DL RELEASE - NPSR

AGREED TERMS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Deed, the following definitions apply unless the context requires otherwise:

"Business Day" means a weekday on which trading banks are open for the transaction of banking business in Brisbane.

"Commencement Date" means the date on which both parties sign this Deed, or if the parties sign this Deed on different dates, the later of those dates.

"Deed" means this Funding Deed, including all schedules and annexures, as varied from time to time.

"Initial Funds" means the amount of up to $200,000 which comprises the Initials Funds for Phase 1 and Phase 2, and comprises part of the Total Funds.

"Initial Funds for Phase 1" means the amount of $24,900, which comprises part of the Total Funds.

"Initial Funds for Phase 2" means the amount of up $175,100, which comprises part of the Total Funds.

"Phase 1" means phase 1 of the Project, comprising soil and site assessments of the Site to be conducted by GQL.

"Phase 2" means phase 2 of the Project, comprising further site assessments required in relation to the Site to enable GQL to obtain the planning approval for the construction of the new facilities on the Site.

"Project" means the development of the Site by GQL for the purpose of the construction of new facilities.

"Site" means 146 Kingston Road, Slacks Creek in the State of Queensland (being Lot 658 on Survey Plan 12298).

"Total Funds" means the total amount of $10,000,000, including the Initial Funds.

1.2 In this Deed, unless the context requires otherwise:

1.2.1 headings are inserted for convenience only, and do not affect interpretation;

1.2.2 the singular includes the plural and vice versa;

1.2.3 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.4 a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

1.2.5 a reference to a clause is reference to a clause of this Deed, and a reference to a paragraph is to a paragraph of the same clause unless the context requires otherwise;

1.2.6 a reference to a party is a reference to a party to this Deed and includes that party's successors, permitted substitutes and assigns (and, where applicable, the party's legal personal representatives);

1.2.7 a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and

1.2.8 a reference to dollars and $ is to Australian currency.

1.3 If any amount becomes payable under this Deed on a day which is not a Business Day, that amount is payable on the next Business Day.

2. COMMENCEMENT OF DEED

2.1 This Deed commences with effect from the Commencement Date.

RTI DL RELEASE - NPSR

3. PAYMENT OF INITIAL FUNDS FOR PHASE 2

3.1 The Department agrees that it will pay the Initial Funds for Phase 2 to GQL within fourteen [14] Business Days of the satisfaction of the conditions in clauses 3.3.1 and 3.3.2.

3.2 The Initial Funds for Phase 2 are to be applied by GQL solely towards the reimbursement of costs and expenses incurred and paid by GQL in relation to Phase 2.

3.3 The Department's obligation to pay the Initial Funds for Phase 2 is subject to:

3.3.1 GQL submitting to the Department copies of paid invoices for costs and expenses incurred by GQL in relation to Phase 2; and

3.3.2 GQL providing to the Department copies of all documents and reports obtained and produced in relation to Phase 2.

3.4 GQL acknowledges and agrees that:

3.4.1 the Department has no obligation to pay any further amount to GQL in relation to Phase 2, unless the Department determines otherwise in its absolute discretion; and

3.4.2 nothing in this Deed obliges or commits the Department to provide any further part of the Total Funds.

4. LIABILITIES

4.1 All liabilities incurred by GQL in connection with the Project, whether using the Initial Funds or not, are liabilities of GQL and do not attach to the Department.

5. INDEMNITY

5.1 GQL indemnifies the Department and each of its respective officers, employees or agents (each an "**Indemnified Party**") from and against any and all actions, claims, demands, costs, losses, damages or expenses which may be brought against, suffered or incurred by any Indemnified Party as a result of:

5.1.1 any negligent, wilful or unlawful act or omission of GQL, or any of its officers, employees, contractors, or agents; or

5.1.2 any breach of this Deed by GQL.

5.2 The indemnity provided for in clause 5.1 does not extend to any actions, claims, demands, costs, losses, damages or expenses brought against, suffered or incurred by an Indemnified Party, or any of its officers, employees or agents, to the extent that the same are the direct result of a negligent act or omission of the Indemnified Party.

5.3 GQL releases and discharges the Department and each of its officers, employees or agents (each a "**Released Party**") from any claim or action which, but for the provisions of this Deed, might be made on or brought against the Released Party by GQL.

RTI DL RELEASE - NPSR

Release

13-055 DL Documents Page 81 of 117

6. CONFIDENTIALITY AND PUBLICATION

6.1 GQL must keep the terms of this Deed confidential, unless the prior written consent of the Department is obtained, provided that nothing in this clause 6.1 will prevent GQL from disclosing the terms of this Deed:

6.1.1 to the extent required by law or by an order of a court of competent jurisdiction for the purposes of any litigation or arbitration arising from this Deed;

6.1.2 to such of its officers or employees as it considers reasonably necessary in connection with the performance of this Deed; or

6.1.3 to its professional advisers or auditors, on a strictly confidential basis.

6.2 Where GQL discloses the terms of this Deed to any person, and whether pursuant to clause 6.1 or otherwise, GQL must ensure that any such person keeps the terms of this Deed strictly confidential on substantially the same terms as set out in clause 6.1.

6.3 Subject to the exceptions in subclauses 6.1.1 to 6.1.3, any proposed publication, announcement or release of information relating to this Deed or the Initial Funds must be approved in writing by the Department prior to publication. In any such publication, GQL agrees that it must acknowledge the financial and other support it has received from the Department.

7. TERMINATION

7.1 The Department may immediately terminate this Deed by notice in writing to GQL if GQL has failed to remedy a breach of this Deed within seven [7] Business Days after a notice to remedy has been given by the Department specifying the breach.

7.2 The Department may, at its absolute discretion, immediately terminate this Deed, by notice in writing to GQL, if GQL:

7.2.1 becomes insolvent, or is unable to pay its debts as and when they fall due;

7.2.2 enters into liquidation, or is subject to any proceedings being commenced for or in relation to its liquidation;

7.2.3 has a receiver or manager appointed, or becomes subject to any form of external administration;

7.2.4 enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

7.2.5 commences, or is subject to, any proceedings for its winding up, voluntarily or involuntarily.

7.3 In the event of termination of this Deed, GQL must repay any unexpended amount of the Initial Funds to the Department within thirty [30] days of the date of termination, and in accordance with any additional requirements of the

RTI DL RELEASE - NPSR

Department and such amount will constitute a debt due and owing to the Department.

7.4 Termination or expiration of this Deed will not, in any way, affect or limit the rights of the Department, or the obligations of GQL under this Deed.

8. REPORTING

8.1 GQL agrees to provide to the Department copies of all documents and reports obtained and produced in relation to Phase 2.

9. NOTICES

9.1 Any notice, request, notification, consent, written correspondence or approval (a "notice") under this Deed must be in writing and may be sent by prepaid postage or delivered by hand to the following respective addresses or as otherwise notified to the other party:

9.1.1 for the Department:

Kristy Karauria

Principal Compliance Officer

Office of Racing Regulation

Level 4, 33 Charlotte Street

Brisbane QLD 4000

Phone 07 3234 1378

9.1.2 for GQL:

Darren Beavis

General Manager

Greyhounds Queensland Limited

3 Amy Street

Breakfast Creek QLD 4010

Phone: 07 3262 7800

or such other address as a party may subsequently notify to the other.

9.2 A notice will be deemed to be given:

9.2.1 if posted - two days after the date of posting;

9.2.2 if delivered - on the date of delivery;

RTI DL RELEASE - NPSR

9.2.3 if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or

9.2.4 if emailed - on the date of the email,

provided that a fax or email received after 5:00 pm will be deemed to be given on the next Business Day.

10. PRIVACY

10.1 For the purpose of this clause, "Personal Information" means information or an opinion (including that information or opinion forming part of a database) whether true or not and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably be ascertained, from the information or opinion.

10.2 GQL will, in performing its obligations under this Deed:

10.2.1 protect Personal Information against loss, unauthorised access, use, modification, or disclosure and against other misuse;

10.2.2 not use Personal Information other than for the purpose of performing the Project;

10.2.3 not disclose Personal Information without the written consent of the Department;

10.2.4 immediately notify the Department if it becomes aware that an unauthorised disclosure of Personal Information has occurred;

10.2.5 ensure that only GQL's authorised personnel have access to Personal Information;

10.2.6 ensure that its employees, agents or sub-contractors are aware of GQL's obligations under this clause, including, when requested by the Department, requiring any of them to sign an undertaking in relation to Personal Information as defined by this clause; and

10.2.7 comply with any other privacy and security measures reasonably required by the Department from time to time.

RTI DL RELEASE - NPSR

11. GENERAL PROVISIONS

11.1 **Entire agreement** - This Deed constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements and agreements between the parties concerning the provision of the Initial Funds for Phase 1 of the Project by the Department to GQL.

11.2 **No partnership or joint venture** – Neither party is, by virtue of this Deed, to be considered as being in partnership or joint venture with the other.

11.3 **Delay** not **to constitute waiver** - Any failure by the Department at any time to enforce a clause of this Deed, or any forbearance, delay or indulgence granted

by the Department to GQL, will not constitute a waiver of the Department's rights.

11.4 **Waiver to be in writing** - No provision of this Deed will be deemed to be waived unless that waiver is in writing and signed by the waiving party.

11.5 **Waiver limited to specific occasion** - A waiver by the Department of a breach of any provision of this Deed will not operate as a waiver of any subsequent breach of the same provision nor as a waiver of any other provision.

11.6 **Severability** - If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

11.7 **Further** assistance - GQL must do all things reasonably required by the Department to give effect to this Deed.

11.8 **No assignment or novation** - GQL may not assign or novate its interest in this Deed, except with the prior written consent of the Department, which consent will be at the Department's absolute discretion.

11.9 **Governing law** - This Deed is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

11.10 **Variation** – Any variations to this Deed are invalid unless they are agreed and signed by both parties in writing.

11.11 **Counterparts and execution by facsimile or email** - The parties may execute this Deed in counterparts. The parties may communicate execution of the Deed by transmitting an image of the whole of the executed document to the other party by facsimile or email.

12. CLAUSES TO SURVIVE TERMINATION

12.1 The following clauses will survive termination or expiration of this Deed:

12.1.1 Clause 5 (indemnity);

12.1.2 clause 7.3 (effect of termination); and

12.1.3 clause 10 (privacy).

RTI DL RELEASE - NPSR

EXECUTED AS A DEED in Queensland

SIGNED SEALED and **DELIVERED** for and on behalf of the **STATE OF QUEENSLAND** acting through the Department of Employment, Economic Development and Innovation by:

_____
(signature)

.....*(name)*

.....*(position)*

a duly authorised person, in the presence of:

/ /
Date

.....
(signature of witness)

SIGNED SEALED and **DELIVERED** for and on behalf of **GREYHOUNDS QUEENSLAND LIMITED ACN** 128 067 247 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

_____
(signature of Director)

_____
(signature of Director/Secretary)

.....*(name)*
Director

.....*(name)*
Director/Secretary

/ /
Date

RTI DL RELEASE - NPSR

Release

2009-16

Ref: RAC-00216

Department of Employment, Economic Development and Innovation

Deputy Director-General's briefing note

☒ Action ☐ Information

Office of Racing

Date: 27 November 2009

Title: Funding Deed for Greyhounds Queensland Limited

1. Recommendation

It is recommended that you sign the attached copies of the Funding Deed between the State of Queensland and Greyhounds Queensland Limited for Phase 2 of the Logan development project.

1. Background

- At a meeting on 3 December 2008, attended by representatives of the Office of Racing and Greyhounds Queensland, the Treasurer, as the then Minister responsible for Racing, advised Greyhounds Queensland that the Government would be willing to release $200,000 from the $10 million provided by Queensland Health as compensation to Greyhounds Queensland for vacating the Parklands Gold Coast venue, to allow Greyhounds Queensland to undertake site and soil assessments on the proposed Logan site.
- On 10 February 2009, the Treasurer approved the release of up to $200,000 from the $10 million (**Attachment 1**), and a letter dated 4 March 2009 from the Under Treasurer to Greyhounds Queensland detailed that the funding would be provided in two instalments – Phase 1 for an amount of $24,900, and Phase 2 for an amount of up to $175,100 (**Attachment 2**).
- A Funding Deed for Phase 1 of the Project, for an amount of $24,900, was drafted by Crown Law.
- Advice was sought from Finance Division as to who was the appropriate signatory to the Funding Deed, and the Office of Racing was advised that, given the Treasurer had already authorised the payment of up to $200,000, an officer with the appropriate financial expenditure delegation could sign the funding deed on behalf of the State of Queensland.
- The Funding Deed for Phase 1 was signed by the Executive Director, Office of Racing as the duly authorised officer with a financial expenditure delegation of up to $100,000.
- Phase 1 has now been completed and payment of $24,900 made to Greyhounds Queensland in accordance with the Funding Deed for Phase 1.

2. Issues

- A Funding Deed for Phase 2 has been drafted and signed by Greyhounds Queensland.
- The Funding Deed for Phase provides for funding up to $175,100 to be paid to Greyhounds Queensland.
- The Funding Deed must be signed on behalf of the State of Queensland by an officer with an appropriate expenditure delegation.
- As the funding deed is for an amount of up $175,100, you hold the appropriate financial expenditure delegation to sign the attached Funding Deed for Phase 2.
- Two copies of the Funding Deed are attached for signature – one signed copy will be returned to Greyhounds Queensland for their records, and one copy retained by the Office of Racing.

3. Consultation

The Office of Racing has consulted with the Department's Finance Division.

RTI DL RELEASE - NPSR

Action Officer:	Executive Director:	DDG:
Kirsty Karauria	Mike Kelly 49-Sch4 - Signature	David Ford
Office of Racing Regulation	Executive Director	Deputy Director-General
Tel: 3234 1378	Tel: 3234 1376	Tel:
Date: 27 November 2009	Date: 27 November 2009	Date:

Ref: RAC-00216

Department of Employment, Economic Development and Innovation

Deputy Director-General's Comments

Approved / ~~Not Approved / Noted~~

49-Sch4 - Signature

David Ford
Deputy Director-General
30 / 11 / 09

RTI DL RELEASE - NPSR

Action Officer:	Executive Director:	DDG:
Kirsty Karauria	Mike Kelly	David Ford
Office of Racing Regulation	Executive Director	Deputy Director-General
Tel: 3234 1378	Tel: 3234 1376	Tel:
Date: 27 November 2009	Date: 27 November 2009	Date:

FUNDING DEED

Between

STATE OF QUEENSLAND
acting through the Department of Employment, Economic Development and Innovation

and

GREYHOUNDS QUEENSLAND LIMITED
ACN 128 067 247

RTI DL RELEASE - NPSR

Office of Racing
Level 4, 33 Charlotte Street
BRISBANE

Telephone: (07) 3234 1411
Facsimile: (07) 3234 1411

THIS DEED is made

BETWEEN: **STATE OF QUEENSLAND** acting through the Department of Employment, Economic Development and Innovation ABN 97 406 359 732

("**Department**")

AND: **GREYHOUNDS QUEENSLAND LIMITED** ACN 128 067 247

("**GQL**")

BACKGROUND:

A. In July 2008 the Treasurer announced that GQL would be paid the Total Funds in compensation for GQL vacating the Gold Coast Parklands and applying the Total Funds towards the development of new facilities on another site, provided certain conditions are met.

B. GQL identified the Site for development. The Treasurer granted approval for the transfer of the Site from the State to GQL at no cost, on the provision that the Site be used by GQL for the Project.

C. The Treasurer agreed to provide the Initial Funds (comprising part of the Total Funds) by way of financial assistance to GQL for Phases 1 and 2 of the Project. The Initial Funds are to be paid to GQL by way of reimbursement for costs incurred (and paid) by GQL in relation to Phases 1 and 2.

D. GQL has been reimbursed for costs for Phase 1.

E. This Deed records the terms on which the Initial Funds for Phase 2 will be paid to GQL.

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AGREED TERMS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Deed, the following definitions apply unless the context requires otherwise:

"Business Day" means a weekday on which trading banks are open for the transaction of banking business in Brisbane.

"Commencement Date" means the date on which both parties sign this Deed, or if the parties sign this Deed on different dates, the later of those dates.

"Deed" means this Funding Deed, including all schedules and annexures, as varied from time to time.

"Initial Funds" means the amount of up to $200,000 which comprises the Initials Funds for Phase 1 and Phase 2, and comprises part of the Total Funds.

"Initial Funds for Phase 1" means the amount of $24,900, which comprises part of the Total Funds.

Release

"Initial Funds for Phase 2" means the amount of up $175,100, which comprises part of the Total Funds.

"Phase 1" means phase 1 of the Project, comprising soil and site assessments of the Site to be conducted by GQL.

"Phase 2" means phase 2 of the Project, comprising further site assessments required in relation to the Site to enable GQL to obtain the planning approval for the construction of the new facilities on the Site.

"Project" means the development of the Site by GQL for the purpose of the construction of new facilities.

"Site" means 146 Kingston Road, Slacks Creek in the State of Queensland (being Lot 658 on Survey Plan 12298).

"Total Funds" means the total amount of $10,000,000, including the Initial Funds.

1.2 In this Deed, unless the context requires otherwise:

1.2.1 headings are inserted for convenience only, and do not affect interpretation;

1.2.2 the singular includes the plural and vice versa;

1.2.3 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.4 a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

1.2.5 a reference to a clause is reference to a clause of this Deed, and a reference to a paragraph is to a paragraph of the same clause unless the context requires otherwise;

1.2.6 a reference to a party is a reference to a party to this Deed and includes that party's successors, permitted substitutes and assigns (and, where applicable, the party's legal personal representatives);

1.2.7 a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and

1.2.8 a reference to dollars and $ is to Australian currency.

1.3 If any amount becomes payable under this Deed on a day which is not a Business Day, that amount is payable on the next Business Day.

2. COMMENCEMENT OF DEED

2.1 This Deed commences with effect from the Commencement Date.

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Release

3. PAYMENT OF INITIAL FUNDS FOR PHASE 2

3.1 The Department agrees that it will pay the Initial Funds for Phase 2 to GQL within fourteen [14] Business Days of the satisfaction of the conditions in clauses 3.3.1 and 3.3.2.

3.2 The Initial Funds for Phase 2 are to be applied by GQL solely towards the reimbursement of costs and expenses incurred and paid by GQL in relation to Phase 2.

3.3 The Department's obligation to pay the Initial Funds for Phase 2 is subject to:

3.3.1 GQL submitting to the Department copies of paid invoices for costs and expenses incurred by GQL in relation to Phase 2; and

3.3.2 GQL providing to the Department copies of all documents and reports obtained and produced in relation to Phase 2.

3.4 GQL acknowledges and agrees that:

3.4.1 the Department has no obligation to pay any further amount to GQL in relation to Phase 2, unless the Department determines otherwise in its absolute discretion; and

3.4.2 nothing in this Deed obliges or commits the Department to provide any further part of the Total Funds.

4. LIABILITIES

4.1 All liabilities incurred by GQL in connection with the Project, whether using the Initial Funds or not, are liabilities of GQL and do not attach to the Department.

5. INDEMNITY

5.1 GQL indemnifies the Department and each of its respective officers, employees or agents (each an "**Indemnified Party**") from and against any and all actions, claims, demands, costs, losses, damages or expenses which may be brought against, suffered or incurred by any Indemnified Party as a result of:

5.1.1 any negligent, wilful or unlawful act or omission of GQL, or any of its officers, employees, contractors, or agents; or

5.1.2 any breach of this Deed by GQL.

5.2 The indemnity provided for in clause 5.1 does not extend to any actions, claims, demands, costs, losses, damages or expenses brought against, suffered or incurred by an Indemnified Party, or any of its officers, employees or agents, to the extent that the same are the direct result of a negligent act or omission of the Indemnified Party.

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RTI DL RELEASE - NPSR

Release

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6.1.1 to the extent required by law or by an order of a court of competent jurisdiction for the purposes of any litigation or arbitration arising from this Deed;

6.1.2 to such of its officers or employees as it considers reasonably necessary in connection with the performance of this Deed; or

6.1.3 to its professional advisers or auditors, on a strictly confidential basis.

6.2 Where GQL discloses the terms of this Deed to any person, and whether pursuant to clause 6.1 or otherwise, GQL must ensure that any such person keeps the terms of this Deed strictly confidential on substantially the same terms as set out in clause 6.1.

6.3 Subject to the exceptions in subclauses 6.1.1 to 6.1.3, any proposed publication, announcement or release of information relating to this Deed or the Initial Funds must be approved in writing by the Department prior to publication. In any such publication, GQL agrees that it must acknowledge the financial and other support it has received from the Department.

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7.1 The Department may immediately terminate this Deed by notice in writing to GQL if GQL has failed to remedy a breach of this Deed within seven [7] Business Days after a notice to remedy has been given by the Department specifying the breach.

7.2 The Department may, at its absolute discretion, immediately terminate this Deed, by notice in writing to GQL, if GQL:

7.2.1 becomes insolvent, or is unable to pay its debts as and when they fall due;

7.2.2 enters into liquidation, or is subject to any proceedings being commenced for or in relation to its liquidation;

7.2.3 has a receiver or manager appointed, or becomes subject to any form of external administration;

7.2.4 enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

7.2.5 commences, or is subject to, any proceedings for its winding up, voluntarily or involuntarily.

7.3 In the event of termination of this Deed, GQL must repay any unexpended amount of the Initial Funds to the Department within thirty [30] days of the date of termination, and in accordance with any additional requirements of the

RTI DL RELEASE - NPSR

Department and such amount will constitute a debt due and owing to the Department.

7.4 Termination or expiration of this Deed will not, in any way, affect or limit the rights of the Department, or the obligations of GQL under this Deed.

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8.1 GQL agrees to provide to the Department copies of all documents and reports obtained and produced in relation to Phase 2.

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9.1 Any notice, request, notification, consent, written correspondence or approval (a "notice") under this Deed must be in writing and may be sent by prepaid postage or delivered by hand to the following respective addresses or as otherwise notified to the other party:

9.1.1 for the Department:

Kristy Karauria

Principal Compliance Officer

Office of Racing Regulation

Level 4, 33 Charlotte Street

Brisbane QLD 4000

Phone 07 3234 1378

9.1.2 for GQL:

Darren Beavis

General Manager

Greyhounds Queensland Limited

3 Amy Street

Breakfast Creek QLD 4010

Phone: 07 3262 7800

or such other address as a party may subsequently notify to the other.

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9.2.2 if delivered - on the date of delivery;

RTI DL RELEASE - NPSR

Release

9.2.3 if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or

9.2.4 if emailed - on the date of the email,

provided that a fax or email received after 5:00 pm will be deemed to be given on the next Business Day.

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10.1 For the purpose of this clause, "Personal Information" means information or an opinion (including that information or opinion forming part of a database) whether true or not and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably be ascertained, from the information or opinion.

10.2 GQL will, in performing its obligations under this Deed:

10.2.1 protect Personal Information against loss, unauthorised access, use, modification, or disclosure and against other misuse;

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10.2.6 ensure that its employees, agents or sub-contractors are aware of GQL's obligations under this clause, including, when requested by the Department, requiring any of them to sign an undertaking in relation to Personal Information as defined by this clause; and

10.2.7 comply with any other privacy and security measures reasonably required by the Department from time to time.

11. GENERAL PROVISIONS

11.1 **Entire agreement** - This Deed constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements and agreements between the parties concerning the provision of the Initial Funds for Phase 1 of the Project by the Department to GQL.

11.2 **No partnership or joint venture** – Neither party is, by virtue of this Deed, to be considered as being in partnership or joint venture with the other.

11.3 **Delay** not **to constitute waiver** - Any failure by the Department at any time to enforce a clause of this Deed, or any forbearance, delay or indulgence granted

RTI DL RELEASE - NPSR

by the Department to GQL, will not constitute a waiver of the Department's rights.

11.4 **Waiver to be in writing** - No provision of this Deed will be deemed to be waived unless that waiver is in writing and signed by the waiving party.

11.5 **Waiver limited to specific occasion** - A waiver by the Department of a breach of any provision of this Deed will not operate as a waiver of any subsequent breach of the same provision nor as a waiver of any other provision.

11.6 **Severability** - If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

11.7 **Further** assistance - GQL must do all things reasonably required by the Department to give effect to this Deed.

11.8 **No assignment or novation** - GQL may not assign or novate its interest in this Deed, except with the prior written consent of the Department, which consent will be at the Department's absolute discretion.

11.9 **Governing law** - This Deed is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

11.10 **Variation** – Any variations to this Deed are invalid unless they are agreed and signed by both parties in writing.

11.11 **Counterparts and execution by facsimile or email** - The parties may execute this Deed in counterparts. The parties may communicate execution of the Deed by transmitting an image of the whole of the executed document to the other party by facsimile or email.

12. CLAUSES TO SURVIVE TERMINATION

12.1 The following clauses will survive termination or expiration of this Deed:

12.1.1 Clause 5 (indemnity);

12.1.2 clause 7.3 (effect of termination); and

12.1.3 clause 10 (privacy).

RTI DL RELEASE - NPSR

Release

EXECUTED AS A DEED in Queensland

SIGNED SEALED and **DELIVERED** for and on behalf of the **STATE OF QUEENSLAND** acting through the Department of Employment, Economic Development and Innovation by:

49-Sch4 - Signature

(signature)

Dawn Kong
.....*(name)*

DDG
.....*(position)*

a duly authorised person, in the presence of:

30/11/2009
Date

49-Sch4 - Signature
.....
(signature of witness)

.....

SIGNED SEALED and **DELIVERED** for and on behalf of **GREYHOUNDS QUEENSLAND LIMITED ACN** 128 067 247 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

49-Sch4 - Signature

(signature of Director)

49-Sch4 - Signature

(signature of ~~Director~~/Secretary)

KERRY LEE WATSON
.....*(name)*
Director

DARREN MICHAEL BEALLS
.....*(name)*
~~Director~~/Secretary

17/11/2009
Date

RTI DL RELEASE - NPSR

Ref: RAC-00217
MN=108857

2009-17

Department of Employment, Economic Development and Industry

Minister's meeting briefing note

☐ Action ☒ Information

Office of Racing

Date:

Title: Meeting with Greyhounds Queensland Limited representatives – 7 December 2009

1. Purpose

To provide background information for your meeting with Greyhounds Queensland Limited Chair, Ms Kerry Watson, Directors, Chris Williams, David Stitt and Jeremy Turner and General Manager, Darren Beavis at 3.30 pm on 7 December 2009 at the Minister's Office, Level 26, 111 George Street. Mike Kelly, Executive Director, Office of Racing will attend the meeting and also a pre-meeting briefing at 3.15pm.

Greyhounds Queensland has advised that the purpose of the meeting is to update the Minister in relation to the proposed development of a greyhound racing facility at Logan and provide a copy of a Development Application that has been lodged with the Logan City Council.

RTI/DL RELEASE - NPSR

2. Recommendation

That you note the contents of this brief.

3. Background

The first stage of the development of the Gold Coast University Hospital required the acquisition by Queensland Health of a portion of land controlled by the Parklands Trust that was occupied by greyhound racing facilities.

Queensland Health made provision for a one-off payment of $10 million to be paid to Greyhounds Queensland as the control body for greyhound racing, as 'compensation' for vacating the Parklands site.

Greyhounds Queensland believed this provided an opportunity for it to develop a viable 'stand alone' greyhound racing facility at Logan. The identified land is vacant land at 146 Kingston Road, Slacks Creek, with Logan City Council appointed as Trustee under the *Land Act 1994*.

On 20 August 2008, the Treasurer approved the transfer of the Logan land, subject to contractual agreements and certain (proposed) conditions, namely:

- development of the site for a greyhound racing facility must be at an advanced stage (to be defined in the agreement) within five years of the transfer, otherwise ownership of the land will revert to the State;
- once developed, Greyhounds Queensland must not dispose of any part of the land, nor significantly vary the core business of the land as a greyhound racing venue without the approval of the Minister with responsibility for racing; and
- prior to applying for Ministerial approval, Greyhounds Queensland must conduct extensive consultation with key industry stakeholders.

Action Officer:	Executive Di 49-Sch4 - Signature	DDG:	DG:
John Paterson	Mike Kelly	<Name>	<Name>
Office of Racing	Office of Racing		
Tel: 3234 1404	Tel: 3234 1376	Tel:	Tel:
Date: 1 December 2009	Date: 1 December 2009	Date:	Date:

Sch3(1) Cabinet matter before commencement

On 10 February 2009, the Treasurer approved the release of up to $200,000 from the $10 million provided by Queensland Health as compensation to Greyhounds Queensland for vacating the parklands venue, to allow Greyhounds Queensland to undertake site and soil assessments on the proposed Logan site. This work has been undertaken in two phases, with the cost of Phase 1 being $24,900, which has been paid, and Phase 2 for an amount of $175,100, which is in the process of being paid.

4. Issues

Greyhounds Queensland has advised that the Development Application process is likely to be finalised within 2-3 months.

Office of Racing therefore proposes to immediately commence the necessary administrative arrangements to transfer the land to Greyhounds Queensland, including the development of a draft contract.

This action should ensure the timely transfer of the land and payment of the compensation (a cash amount of $9.8 million) subject to Council's approval of the Development Application, and the Minister's final approval of finalised plans from Greyhounds Queensland for the Logan proposal.

5. Consultation

Greyhounds Queensland was consulted in the preparation of this briefing note.

RTI DL RELEASE - NPSR

RAC-00217

49-Sch4 - Signature

Ian Fletcher
Director-General
01/12/09

49-Sch4 - Signature

Principal Advisor / Policy Advisor 4/12/09

Minister's Comments

Approved / Not Approved / Noted

Peter Lawlor MP
Minister for Tourism and Fair Trading
06/12/09

RTI DL RELEASE - NPSR

MINISTERIAL REQUEST FORM

Queensland Government

Minister for Tourism and Fair Trading

Request date: 27/11/09

Min Ref:

Dept Ref:

☐ Urgent ☐ Confidential

REQUIRED BY (Name)	TIME	DUE DATE
Minister	12noon	04/12/09

TO:

Directorate: ☐ Tourism ☐ Fair Trading ☒ Racing ☐ Liquor

PLEASE PREPARE:

- ☐ Response to Letter
- ☒ Briefing Note
- ☐ For Information
- ☐ For Appropriate Action
- ☐ Other:
- ☐ Speaking Points *
- ☐ Draft Media Release *
- ☐ Function Pro-forma
- ☐ Guest / Invitation List
- ☐ Event Program
- ☒ Dept Officer to attend – pre brief 3.15pm

Departmental officer must confirm attendance ASAP or no later than 48 hours prior to meeting by email to:

DETAILS OF MEETING:

DATE: 7/12/09 **TIME: 3.30pm**

ORGANISATION / FUNCTION: Greyhounds Qld Ltd

VENUE: Minister's office, level 26, 111 George Street

PLEASE NOTE:

- If venue for meeting is at Parliament House, departmental representative must meet at Room for pre-briefing 15 minutes prior to meeting time unless otherwise advised.
- * If speech and/or media release has been requested, please ensure liaison/consultation occurs with Media Unit (ph:)

FOR SIGNATURE BY:

☒ Minister ☐ Parliamentary Secretary ☐ Senior Policy Advisor ☐ Other

ADDITIONAL INSTRUCTIONS: * When speech or media releases have been requested, please contact the Media Unit (ph:)

Please provide background information on Greyhounds Qld Ltd including any hot issues.

Purpose of the meeting is to update and provide documentation on the proposed Logan Greyhound Facility.

If you require any further information regarding this request please contact:

Departmental Liaison Officer Gordon Phillips on 323 93582

RTI DL RELEASE - NPSR

RAC/1021(3)
(New file)

RAC-00217

Department - Comple

Briefing Note

Document Number:	RAC-00217
Requested By:	Carole Miller
Other agency reference number:	MN
Topic Summary:	Minister meeting with Greyhounds Queensland
Keywords:	
Correspondence Dated:	
Received:	30/11/09
Date Due:	Reply required by 04/12/09
Completion Date:	08/12/09
Responsible DUT:	Tim Spencer
Briefing Note Request	

Author / Destination

Name:	Peter Lawlor MP
Title:	Minister for Tourism and Fair Trading
Organisation:	

Assigned To

Group:	Office of Racing
Responsible Officer:	Michael Kelly
Keep Confidential:	Yes
Policy Advisor:	

Response

Briefing Note

RAC- 00217 MN= Meeting GQL.doc

Response Type:	Normal Response
Submit via:	OUT
CLLO:	No
File Number:	~~RAC/36 (12)~~ RAC/1021(3)
First Submitted:	Rachelle Develder on 01/12/2009
Signed:	
Comments:	

Other Documents

- File Note, Carole Miller (30/11/09)
- File Note, Dolores Fernandez (02/12/09)
- File Note, Claire Maconachie (08/12/09)

FYA

Comments Summary

Date & Time	Person	Action	Comment
08/12/09 16:21	Claire Maconachie	Completed	Completed document back to C.Miller
02/12/09 10:52	Dolores Fernandez	With External Minister	DDG approved. To EMCU.
01/12/09 14:47	Rachelle Develder	Submitted	Approved by Mike Kelly, Executive Director.
30/11/09 10:49	Carole Miller	User Comment	John Paterson to prepare response.

RTI DL RELEASE - NPSR

2009-18

Queensland Government

General Purpose Expenditure Voucher

Mandatory field *

Company Code*	Invoice date*	Invoice/credit note number*	Vendor number* (if known)
1061	04.09.2009		

Section A: Vendor Information

GST registered:* No ☐ Yes ☐

Claimant/vendor name*: Greyhounds Queensland Limited

Claimant/vendor ABN (if applicable): 87 128 067 247

Address of claimant/vendor*: PO Box 250, Albion Qld 4010

Country State Postcode

Remittance text (this will be displayed in the remittance to the vendor)*: GQL - Logan Assessment Phase 2

Claimant *(to be signed by employees claiming cost recovery items)*

I certify that the amount detailed above is due and payable to me for goods supplied, services rendered of works as indicated on this form.

Signature

Date

Is there a fringe benefits tax impact? No ☐ Yes ☐ Please advise your SSP fringe benefits tax unit of this assessment

Return cheque to requestor? No ☐ Yes ☐ Invoice Attached ☐ Manual Cheque Required ☐

Section B: General Ledger Information

Invoice Type: Invoice ☉ DR Credit Note ☐ CR

Payment Terms	Payment Method	House Bank	Partner Bank Type

If the table below is not long enough, please use the attached table ☐ Electronic upload ☐

Line	DR/CR*	GL Account Code*	Amount *	Tax Code *	Profit Centre (4) Cost Centre (7) Internal Order(8) WBS Element *	Description* (this description appears on your financial reports - maximum of 50 characters)
1	DR	200105	120,967.00	SG	2225	GQL - Logan Assessment Phase 2
2						
3						
4						
5						
	Total		120,967.00		(must equal invoice amount including GST)	

Section C: Certifications

Business unit verification

I certify that the necessary checks have been made to ensure that:
- all GL account, WBS Element/ internal order/ cost centre/ profit SAP tax codes are correct;
- a valid tax invoice is attached where applicable;
- goods and services are for official purpose and have been received;
- the invoice has not been previously paid; and
- the total computed for payment on this form equals the value of the invoice including GST

Name: Carole Miller

Telephone number: 323 41400

Position: Project Officer

Signature: 49-Sch4 - Signature

Date: 04.12.2009

Expenditure Approval

I approve this expenditure from the codes shown above and hold the relevant financial delegation.

49-Sch4 - Signature

Name: David Ford

Position: Deputy Director-General, Liquor, Gaming, Racing and Fair T

Signature: 49-Sch4 - Signature

Date: 08.12.2009

Accounts Payable Use Only

Entered by	SAP User ID	SAP Document number	Manual cheque number (if applicable)

Privacy Statement

The collection of personal information on this form and any attachments is authorised under the *Financial Administration and Audit Act 1977*, and will be used in the processing of vouchers. Your personal information will not be disclosed to other parties without your consent unless required by law.

Form Name: YFI_AP_F_GENERAL_PURPOSE_VOUCH Version: 1.8 Release Date: 12.06.2009

RTI DL RELEASE - NPSR

Line	DR/CR	GL Account Code	Amount	Tax Code (2)	Profit Centre (4) Cost Centre (7) Internal Order(8) WBS Element	Description (this description appears on your financial reports - maximum of 50 characters)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
	Total		120,967.00		(must equal invoice amount including GST)	

RTI DL RELEASE - NPSR

Greyhounds Queensland

TAX INVOICE 13/01/2010

ABN: 87 128 067 247

Invoice No 010151

OFFICE OF RACING
DEPARTMENT OF EMPLOYMENT, ECONOMIC
DEVELOPMENT & INNOVATION

OFFICE OF RACING
DEPARTMENT OF EMPLOYMENT, ECONOMIC
DEVELOPMENT & INNOVATION

QTY	DESCRIPTION	AMOUNT	GST	TOTAL
	REIMBURSEMET OF LOGAN ASSESSMENT COSTS.			
1	LOGAN ASSESSMENT COST (2)	109,970.00	10,997.00	120,967.00

RTI DL RELEASE - NPSR

TOTAL INCLUDING GST $ 120,967.00

****** Please return remittance advice with payment ******

***** REMITTANCE ADVICE *****

OFFICE OF RACING
DEPARTMENT OF EMPLOYMENT, ECONOMIC
DEVELOPMENT & INNOVATION

INVOICE DATE 13/01/2010
INVOICE No. 010151
ACCOUNT CODE DZOFFI
INVOICE AMOUNT
INCLUDING GST ****120,967.00

Albion Park Raceway, Breakfast Creek, Q 4010 PO Box 250, Albion, Q, 4010
Telephone: (07) 3262 7800 • Facsimile: (07) 3262 7809
ABN 87 128 067 247

	Organisation	Invoice Date	Amount	Particulars
1	Sinclair Knight Merz	20-Aug-09		Contaminated Land Consultancy
		21-Aug-09		Groundwater Monitoring Rounds 1 & 2, Landfill Cap Integrity Review, Interim Report, Remediation Strategy, Costs Estimates, GQL & TFR Meeting, SKM Expenses & Contracting Charges.
		21-Aug-09		49-Sch4 - Business affairs Completion of Stage 1 Site Investigation, Preliminary Water Quality Monitioring & attendance at meetings with GQL & QLD Treasury.
		29-Oct-09		Supplementary Site Investigation & Geotechnical Investigation.
2	WSP Environmental Pty Ltd	31-Jul-09		Landfill site study
	Total		$109,970.00	

Invoice to:-
Office of Racing
Department of Employment, Economic Development & Innovation

Fax:- 3234 1411
Attention John Paterson

RTI DL RELEASE - NPSR

	Organisation	Invoice Date	Amount	Particulars
1	Sinclair Knight Merz	20-Aug-09		Contaminated Land Consultancy
		21-Aug-09		Groundwater Monitoring Rounds 1 & 2, Landfill Cap Integrity Review, Interim Report, Remediation Strategy, Costs Estimates, GQL & TPR Meeting, SKM Expenses & Contracting Charges.
		21-Aug-09		Completion of Stage 1 Site Investigation, Preliminary Water Quality Monitioring & attendance at meetings with GQL & QLD Treasury.
2	WSP Environmental Pty Ltd	31-Jul-09		Landfill site study
	Total		$66,730.00	

49-Sch4 - Business affairs

49-Sch4 - Signature

RTI DL RELEASE - NPSR

2009-19

INTERNAL CURRENT RESERVE SEARCH

ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 14/12/2009 10:58

Title Reference: 49019095
Date GAZETTED: 25/06/1988
PAGE: 2411

Opening Ref: RES 9012
Purpose: LOCAL GOVERNMENT
Sub-Purpose: ENTERTAINMENT AND RECREATION
Local Name: SLACKS CREEK ENTERTAINMENT CENTRE
Address: KINGSTON - BEENLEIGH RD, SLACKS CREEK
County (R) No: R4016 STANLEY
File Ref: RES 24916

TRUSTEES

LOGAN CITY COUNCIL GAZETTED ON 25/06/1988 PAGE 2421

LAND DESCRIPTION

LOT 658 CROWN PLAN SL12298 GAZETTED ON 25/06/1988 PAGE 2411
County of STANLEY Parish of YEERONGPILLY
Local Government: LOGAN

Area: 10.240000 Ha. (SURVEYED)

EASEMENTS AND ENCUMBRANCES

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

** End of Current Reserve Search **

RTI DL RELEASE - NPSR

For Internal Use Only - Not to be used for External Viewing

2009-20

Author Diane McQuade
File / Ref number 2009/011411
Your Ref:
Beenleigh Office
Phone 07 3884 8055

Queensland Government

Department of
Environment and Resource Management

14th December 2009

The Chief Executive Officer
Logan City Council
PO Box 3226
LOGAN CITY DC QLD 4114

Logan City Council
RECEIVED
15 DEC 2009
CENTRAL INCOMING

Dear Sir/Madam

RE: APPLICATION FOR PURCHASE OF RESERVE
LOT 658 ON CROWN PLAN SL12298 – RESERVE FOR LOCAL GOVT ENTERTAINMENT AND RECREATION
SLACKS CREEK ENTERTAINMENT CENTRE
KINGSTON-BEENLEIGH ROAD, SLACKS CREEK

RTI DL RELEASE NPSR

I wish to advise that an application has been made under the Land Act 1994 for the purchase of Lot 658 on Crown Plan SL12298, being Reserve for Local Government, Entertainment and Recreation, Slacks Creek Entertainment Centre at Slacks Creek.

Please find enclosed copy of department smartmap, current title search and plan SL12298.

Can Council please respond to the following questions:

- Is this land surplus to Council requirements?
- Would Council be prepared to relinquish the trusteeship of the Reserve to allow the Department of Environment and Resource Management to deal with the land.

Your views on the proposed application are requested if you offer any objections a full explanation of the reasons should be provided, for consideration. Please reply in writing to the Department of Natural Resources and Water, PO Box 1164, Beenleigh Qld 4207 within two (2) months from the date of this letter.

Department of Environment and Resource Management, 32 Tansey Street, Beenleigh Qld
Postal: PO Box 1164, Beenleigh Qld 4207
Ph: 07 3884 8020 Fax: 07 3884 8024 **Website** www.derm.qld.gov.au

All information supplied will be used by the Department to determine whether the road closure application should be approved. Any objections received may be viewed by other parties interested in the proposed road closure under the provisions of the Freedom of Information Act 1992 (the FOI Act). If you lodge an objection, please include your objection letter whether you would like to be consulted if this issue becomes the subject of an access request under the FOI Act.

If you require any further information please contact Diane McQuade on (07)38848055 and quote case number 2009/011411.

Yours faithfully

49-Sch4 - Signature

Diane McQuade
Land Administration Officer
Beenleigh Office
South East Region

RTI DL RELEASE - NPSR

INTERNAL CURRENT RESERVE SEARCH

ENVIRONMENT AND RESOURCE MANAGEMENT, QUEENSLAND

Search Date: 14/12/2009 10:58

Title Reference: 49019095
Date GAZETTED: 25/06/1988
PAGE: 2411

Opening Ref: RES 9012
Purpose: LOCAL GOVERNMENT
Sub-Purpose: ENTERTAINMENT AND RECREATION
Local Name: SLACKS CREEK ENTERTAINMENT CENTRE
Address: KINGSTON - BEENLEIGH RD, SLACKS CREEK
County (R) No: R4016 STANLEY
File Ref: RES 24916

TRUSTEES

LOGAN CITY COUNCIL GAZETTED ON 25/06/1988 PAGE 2421

LAND DESCRIPTION

LOT 658 CROWN PLAN SL12298 GAZETTED ON 25/06/1988 PAGE 2411
County of STANLEY Parish of YEERONGPILLY
Local Government: LOGAN

Area: 10.240000 Ha. (SURVEYED)

EASEMENTS AND ENCUMBRANCES

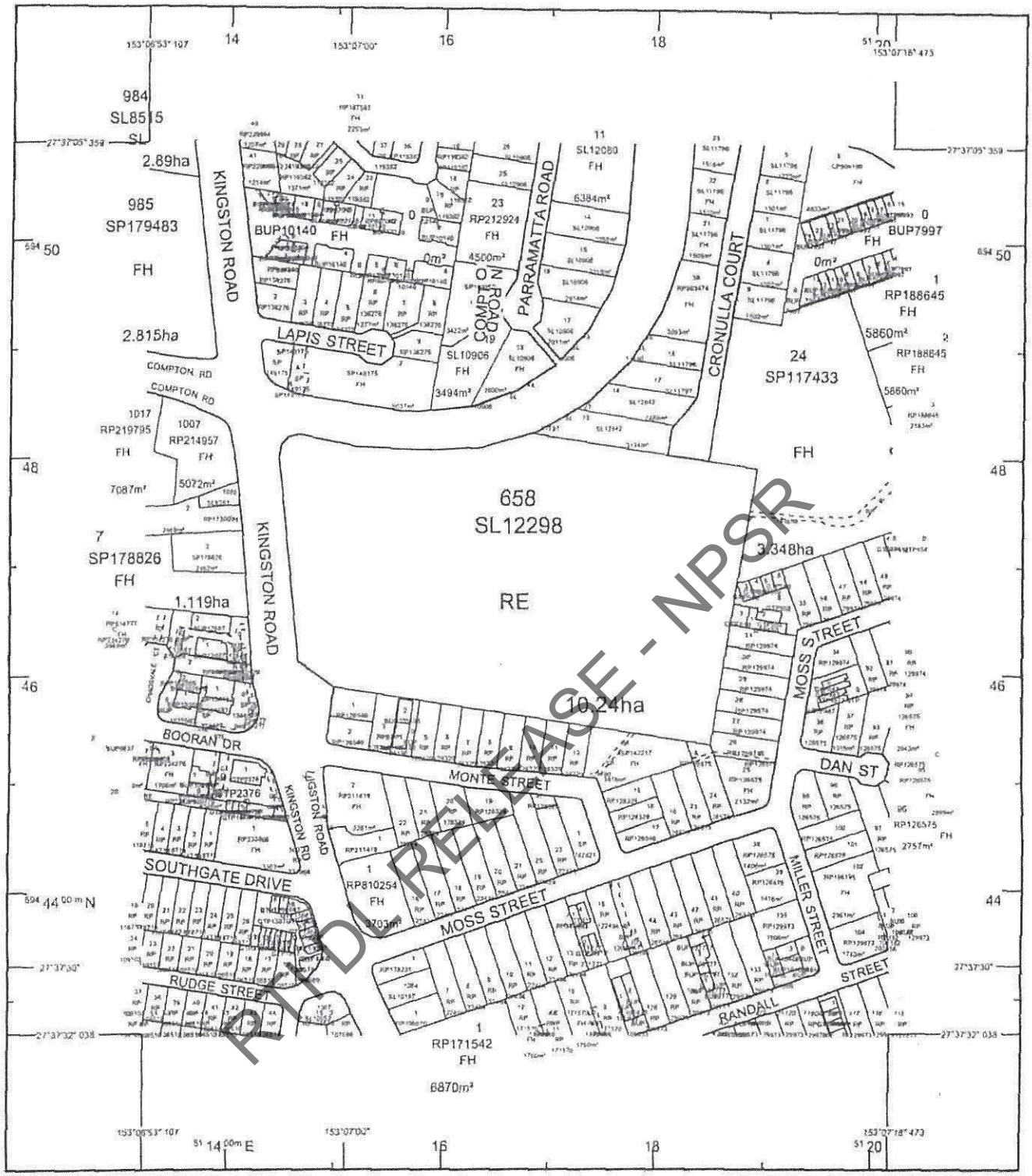
ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

** End of Current Reserve Search **

RTI DL RELEASE - NPSR

For Internal Use Only - Not to be used for External Viewing



RTI DL RELEASE - NPSR

STANDARD MAP NUMBER
9542-44222

0 100 200 300 400 500 m

HORIZONTAL DATUM GDA94 ZONE 56 SCALE 1 5000

MAP WINDOW POSITION & NEAREST LOCATION

SUBJECT PARCEL DESCRIPTION

DCDB

Lot/Plan	658/SL12298
Area/Volume	10.24ha
Tenure	RESERVE
Local Government	LOGAN CITY
Locality	SLACKS CREEK
Parish	YEERONGPILLY
County	STANLEY
Segment/Parcel	20984/16

CLIENT SERVICE STANDARDS

PRINTED (dd/mm/yyyy) 14/12/2009

DCDB 11/12/2009

Users of the information recorded in this document (the Information) accept all responsibility and risk associated with the use of the Information and should seek independent professional advice in relation to dealings with property.

Despite Department of Environment and Resource Management(DERM)'s best efforts, DERM makes no representations or warranties in relation to the Information, and, to the extent permitted by law, *exclude or limit all warranties relating to correctness, accuracy, reliability, completeness or currency* and all liability for any direct, indirect and consequential costs, losses, damages and expenses incurred in any way (including but not limited to that arising from negligence) in connection with any use of or reliance on the Information.

For further information on SmartMap products visit http://www.qld.gov.au/property/mapping/dermmap

GDA

SmartMap
An External Product of SmartMap Information Services
Based upon an extraction from the Digital Cadastral Data Base

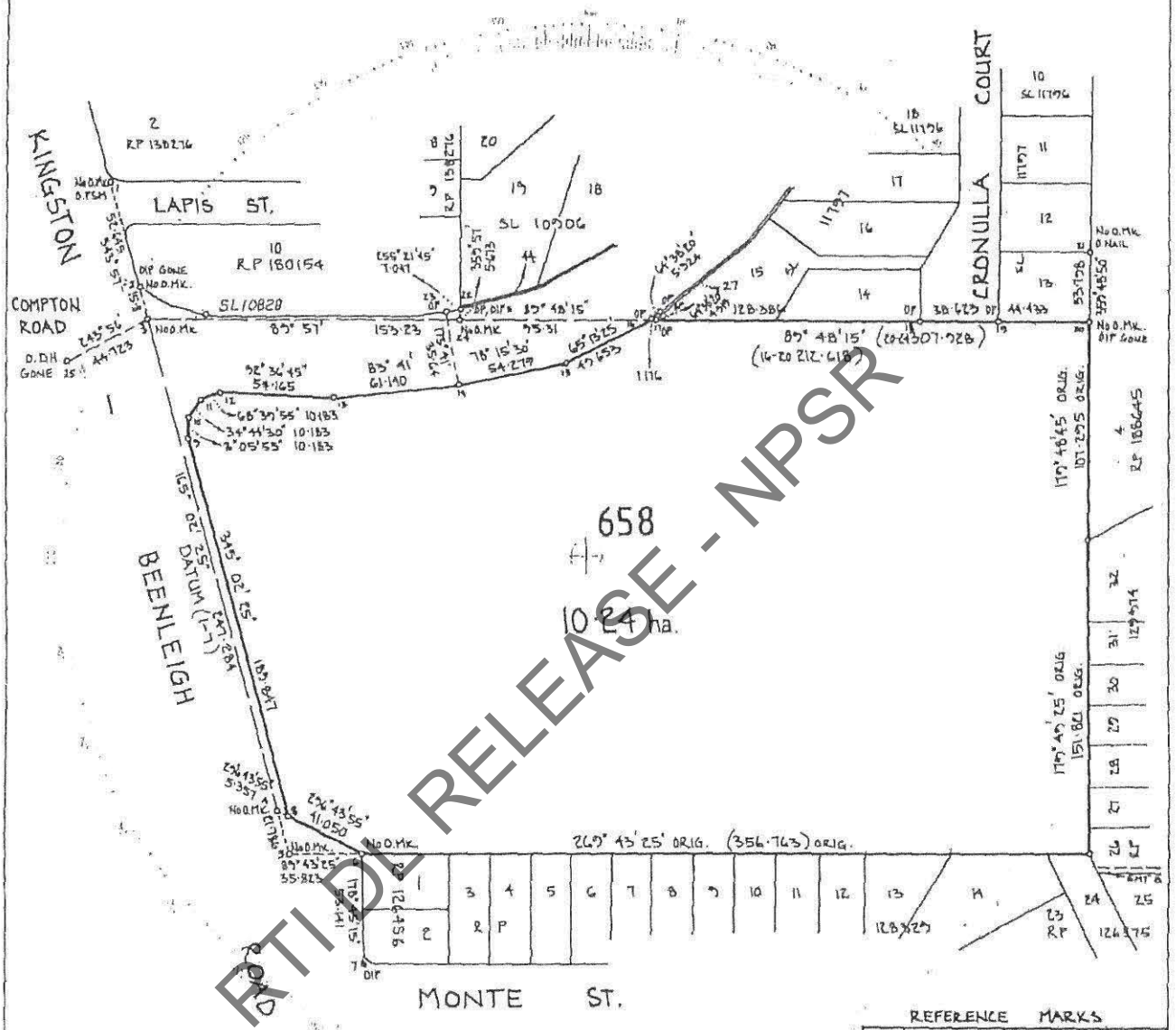
Queensland Government
(c) The State of Queensland, (Department of Environment and Resource Management) 2009.

FOLDED OR MUTILATED PLANS WILL BE REJECTED · PLAN MAY BE ROLLED

D.M.S. FORM S.D.1.1

For Additional Plan & Document Notings Refer to CISP

ORIGINAL INFORMATION COPIED AND COMPILED FROM SL 9781 AND SL 11797 IN THE DEPARTMENT OF GEOGRAPHIC INFORMATION, BRISBANE.



658 (3-4-5-7-10-11-12-13-14-15-16-24) 8050m²

BRANDED PEG PLACED AT STATIONS 8, 9, 11-15.

REFERENCE MARKS

STN	TO	BEARING	DIST.
2	DIP GONE	215° 32' 35"	2·296
8	PIN	9° 32' 35"	0·774
9	SCREW IN KERB	215° 12' 20"	5·545
10	SCREW IN CONC	AT STATION	
12	SCREW IN KERB	32° 56' 54"	3·301
16	SCREW IN KERB	315° 56' 40"	18·60
20	DIP GONE	298° 26' 05"	6·735
21	O NAIL IN M/H	351° 56' 05"	11·751
22	DIP	75° 50'	1·173
22	DIP	265° 55'	1·017
25	O SCREW GONE	0° 04'	3·213

PERMANENT MARKS

PM	BEARING	DIST.	No.
1-OPM	89° 57'	4·025	42580

ORIGINAL PORTION 658 | PREVIOUS PLAN SL 9781 | PROCLAIMED SURVEY AREA | MINING FIELD | LAND AGENTS DISTRICT | LOCAL AUTHORITY LOGAN CITY COUNCIL

I PHILLIP JOHN O'CALLAGHAN hereby certify that (the company) have surveyed the land comprised in this plan (either personally or by ...) PERSONALLY (to whose work (the company) accept responsibility), that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulations 1978 and that the said survey was completed on 12-2-88

49-Sch4 - Signature 16-2-88
Licensed Surveyor Date

SURVEY RECORDS ..... NOT ..... LODGED

MERIDIAN

LINE	PLAN BEARING	A.M.G. BEARING
	MERIDIAN OF SL 10828	

PLAN OF LOT 658

SUNMAP

SCALE 1: 2000

AUTHORITY	D.M.S. REF.	DRAWN	REGISTERED	CHARTED	MAP REF.
Res. 9012 R.C.A.4483	88K2/157	P.S. 12-2-88 R1273/b	22-3-88	A.A.F. 4.7.88	9542-44222

SUBURB ~~TOWN~~ SLACKS CREEK

PARISH YEERONGPILLY

County STANLEY

PLAN SL12298

CROWN COPYRIGHT RESERVED. DEPARTMENT OF MAPPING AND SURVEYING, QUEENSLAND.

RTI DL RELEASE - NPSR

Copyright protects the plans being ordered by you. Unauthorised reproduction or amendments are not permitted.

2009-21

Queensland Government

Author Diane McQuade
File / Ref number 2009/011411
Your Ref:
Beenleigh Office
Phone 07 3884 8055

Department of
Environment and Resource Management

RECEIVED
16 DEC 2009
BY:

15th December 2009

ML Design
GPO Box 714I
BRISBANE QLD 4001

ATTENTION: ANDREW GAFFNEY

Dear Sir

RE: APPLICATION FOR PURCHASE OF RESERVE
LOT 658 ON CROWN PLAN SL12298 – RESERVE FOR LOCAL GOVT ENTERTAINMENT AND RECREATION
SLACKS CREEK ENTERTAINMENT CENTRE
KINGSTON-BEENLEIGH ROAD, SLACKS CREEK

Thankyou for your application and prescribed fee for the purchase of Lot 658 on Crown Plan SL12298, being Reserve for Local Government, Entertainment and Recreation, Slacks Creek Entertainment Centre at Slacks Creek.

Please find enclosed your receipt for the payment of $213.00.

The Department has requested the views of the Logan City Council and we are currently awaiting their response.

If you require any further information please contact Diane McQuade on (07)38848055 and quote case number 2009/011411.

Yours faithfully

49-Sch4 - Signature

Diane McQuade
Land Administration Officer
Beenleigh Office
South East Region

RTI DL RELEASE NPSR

2009/011411

ORIGINAL 1 L-A-I-S

Queensland Government
Dept of Environment & Resource Management ABN: 46 640 294 485

RECEIPT

Received from: greyhounds qld limited No.: 3835708
ABN/Address:

Description	Qty	Unit Val	Extended	Discount	Ext Value	GST	Total Price
APPLICATION TO PURCHASE LAND	1	213.00	213.00	0.00	213.00		213.00

RTI DL RELEASE - NPSR

Date: 14/12/09 Time: 10:21		CHEQUE	213.00	Tot Value:	213.00
				GST:	0.00
Brch: beenl SPer: lkt				Tot Price:	213.00
				Tendered:	213.00
CYC: 141514 Reg: 28		Tendered	213.00	Change:	0.00

Cheques or other negotiable instruments accepted subject to clearance.

"Darren Beavis" <dbeavis@greyhoundsqueensland.com.au>

11/12/2009 08:49 AM

Please respond to <dbeavis@greyhoundsqueensland.com.au>

To <john.paterson@racing.qld.gov.au>

cc

bcc

Subject FW: 146-178 Kingston Road, Slacks Creek

History: This message has been replied to.

Hi John,

The application forms and supporting documentation have been emailed to Michael Kelly this morning.

I have provided correspondence between our Town Planner and Michael regarding the processing of the application.

Anything you can do to push the application through would be appreciated.

Regards
Darren

From: Andrew Gaffney [mailto:andrewgaffney@andrewgaffney.com]
Sent: Friday, 11 December 2009 8:19 AM
To: 'Darren/Ordet'; dbeavis@greyhoundsqueensland.com.au
Subject: FW: 146-178 Kingston Road, Slacks Creek

From: Kelly Michael (Beenleigh) [mailto:Michael.P.Kelly@derm.qld.gov.au]
Sent: Friday, 11 December 2009 8:03 AM
To: Andrew Gaffney
Subject: RE: 146-178 Kingston Road, Slacks Creek

Hello Andrew,

Thank you for the update. I have spoken to my manager about this action and we will be be dealing with the application as a matter of priority. If you have any questions about the process please feel free to give me a call.

Regards
Michael

From: Andrew Gaffney [mailto:andrewgaffney@andrewgaffney.com]
Sent: Friday, 11 December 2009 6:46 AM
To: Kelly Michael (Beenleigh)
Cc: dbeavis@greyhoundsqueensland.com.au
Subject: 146-178 Kingston Road, Slacks Creek
Hello Michael,
I refer to our recent discussions re the above subject.
I called yesterday however you were in a meeting. We have completed the 'application to purchase state land' and will be forwarding this to you by email today. Darren Bevis, (GQ General Manager) will be doing this.
The application fee of $213.00 will be posted to you today, I discussed these arrangements

RTI DL RELEASE - NPSR

with Diane yesterday and she had agreed that this was acceptable.
We would appreciate your assistance in processing the application as soon as you are able.
If you have any questions please do not hesitiate to contact me direct on 49-Sch4 - Mobile phone
Regards

Andrew Gaffney I Senior Town planner I ML Design
Level 8, 333 Ann Street I GPO Box 714 Brisbane Qld Australia 4001 I www.mldesign.com.au
Phone: (07) 3221 6188 I Mob: 49-Sch4 - Mobile phone I Fax: (07) 3229 6863 I andrew.gaffney@mldesign.com.au

architecture I master planning I urban design I interior design

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Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the company.

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cheque will also I did discuss the

As of 26 March 2009 the Department of Natural Resources and Water/Environmental Protection Agency integrated to form the Department of Environment and Resource Management

+----------+

Think B4U Print

1 ream of paper = 6% of a tree and 5.4kg CO2 in the atmosphere

3 sheets of A4 paper = 1 litre of water

+----------+

RTI DL RELEASE - NPSR