



Government
of South Australia

The Hon Clare Scriven MLC

Our ref: eA198244
Obj ID: A5703104
Receipt: 16734550

The Hon Nicola Centofanti MLC
Member of the Legislative Council
Parliament House
ADELAIDE SA 5000

Dear Ms Centofanti

Determination under the *Freedom of Information Act 1991*

I refer to your application made under the *Freedom of Information Act 1991* received by the Office of the Minister for Primary Industries and Regional Development on 11 October 2022 requesting access to the following:

“A copy of all documents (including but not limited to hard copy or electronic briefings, minutes, reports, emails, letters, meeting agendas, diary entries, placemats, event attendance records and any other correspondence) between Department of Primary Industries and Regions South Australia and the Minister for Primary Industries and Regional Development (including directly with staff within the office of the Minister for Primary Industries), relating to mobile black spot programs.”

Timeframe: 21/03/2022 to 11/10/2022

Accordingly, the following determination has been finalised.

I have located twenty-two documents that are captured within the scope of your request.

Determination 1

I have determined that access to the following documents is **granted in full**:

Doc No.	Description of document	No. of Pages
5	Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 10 June 2022 re meeting with NBN Co	5

Minister for Primary Industries and Regional Development
Minister for Forest Industries

GPO Box 1671 Adelaide SA 5001
Telephone 08 8226 2931 | Email minister.scriven@sa.gov.au



8b	Attachment to Document 8 - Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 9 November 2020 re Wudinna – Switch Up Project	2
8c	Attachment to Document 8 - Mobile Phone Black Spot Fund Funding Agreement dated 1 August 2022	26
9	Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 5 September 2022 re Meeting with Federal Minister for Regional Development, Local Government and Territories	2
9a	Attachment to Document 9 - Discussion points	17
9b	Attachment to Document 9 - Regional South Australia Summary from State Budget	2
9c	Attachment to Document 9 - Regional Summary – infographics	7
10	Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 25 August 2022 re mobile coverage at Five Miles	4
11	Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 26 September 2022 re launch of new Telstra mobile base station at Glenburnie in the Limestone Coast	4

The information removed from Document 9a is outside of the scope of your application.

Determination 2

I have determined that access to the following document is **granted in part**:

Doc No.	Description of document	No. of Pages
7	Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 1 September 2022 re mobile coverage in Coober Pedy	4

The information removed from the above document is pursuant to Clause 6(1) of Schedule 1 of the Freedom of Information Act which states:

“6 - Documents affecting personal affairs

(1) A document is an exempt document if it contains matter the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).”

The information removed consists of the name of a constituent. It is expected that members of the public can correspond with a Member of Parliament without fear that their identities are revealed.

Accordingly, it is considered that disclosure of this information would be an unreasonable intrusion into the privacy rights of the individual concerned.

Determination 3

I have determined that access to the following document is **granted in part**:

Doc No.	Description of document	No. of Pages
1	Minute from Chief Executive, Department of Primary Industries and Regions from Minister for Primary Industries and Regional Development dated 11 May 2022 re Mobile Black Spot Program Round 5A	3

The information removed from the above document is pursuant to Clause 6(1) and Clause 7(1)(c) of Schedule 1 of the Freedom of Information Act.

The information removed pursuant to Clause 6(1) consists of the name of a staff member of an organisation. Individuals should be able to correspond with Government without fear that their identities are revealed.

Accordingly, it is considered that disclosure of this information would be an unreasonable intrusion into the privacy rights of the individual concerned.

The information removed pursuant to Clause 7(1)(c) consists of the business and financial affairs of third parties.

Clause 7(1)(c) states:

“7 – Documents affecting business affairs

(1) A document is an exempt document –

(c) if it contains matter –

(i) consisting of information (other than trade secrets or information referred to in paragraph (b)) concerning the business, professional, commercial or financial affairs of any agency or any other person; and

(ii) the disclosure of which –

(A) could reasonably be expected to have an adverse effect on those affairs or to prejudice the future supply of such information to the Government or to an agency; and

(B) would, on balance, be contrary to the public interest”

In addressing the public interest test requirement for the Clause 7(1)(c) exemption, I have balanced the following factors:

In favour of the public interest:

- Meeting the objects of the Act favouring access to documents.
- Ensuring optimal use of public resources.
- High level of interest in the accountability of public office holders.
- The importance of transparency and openness and the interest that the public has in the decision-making processes of Government.
- High level of community interest in mobile phone coverage.

Contrary to the public interest:

- Protecting the commercial and business interests of third parties.
- The recent age of the documents and the ongoing relevance of the matters was considered.
- Disclosure of this information would reveal detail which is considered commercially sensitive to the companies concerned.
- If third parties cannot be assured of confidentiality by Government with respect to communications relating to their commercially sensitive information, this would have the potential to harm business relationships with Government and hamper future dealings with agencies for the betterment of South Australia.
- Disclosure of this information would be expected to prejudice the future supply of information to Government, as the level of trust in handling such information would be substantially diminished.

Having considered the various factors weighing for and against disclosure, I have determined that disclosure of this information would, on balance, be contrary to the public interest.

Determination 4

I have determined that access to the following documents is **granted in part**:

Doc No.	Description of document	No. of Pages
2	Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 13 May 2022 re Mobile Black Spot Programs	3
8	Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 15 July 2022 re Wudinna Switch Up Project – Execution of Funding Agreement with Wudinna District Council	3
8a	Attachment to Document 8 - Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 28 October 2020 re Strategic Regional Growth Fund	4

The information removed from the above documents is pursuant to Clause 7(1)(c) of Schedule 1 of the Freedom of Information Act.

In addressing the public interest test requirement for this exemption, I have balanced the following factors:

In favour of the public interest:

- Meeting the objects of the Act favouring access to documents.
- Ensuring optimal use of public resources.
- High level of interest in the accountability of public office holders.
- The importance of transparency and openness and the interest that the public has in the decision-making processes of Government.
- High level of community interest in mobile phone coverage.

Contrary to the public interest:

- Protecting the commercial and business interests of third parties.
- Disclosure of this information would reveal detail which is considered commercially sensitive to the companies concerned.
- The recent age of the documents and the ongoing relevance of the matters was considered.
- In accordance with PIRSA contract management policies and guidelines, information obtained in the course of assessment processes is required to be kept confidential for probity reasons.
- A grant applicant does not expect that the assessment details of their application would be released into the public domain.
- The release of this information would compromise the trust that the applicants have with the Office of the Minister and PIRSA in handling such information and potentially deter applicants from seeking funding for future projects for the betterment of regional South Australia.
- Disclosure of this information would be expected to prejudice the future supply of information to Government, as the level of trust in handling such information would be substantially diminished.

Having considered the various factors weighing for and against disclosure, I have determined that disclosure of this information would, on balance, be contrary to the public interest.

Determination 5

I have determined that access to the following documents is **refused**:

Doc No.	Description of document	No. of Pages
1a	Attachment to Document 1 - Document dated 4 March 2021	20
1b	Attachment to Document 1 - Agreement dated 31 May 2022	30
3	Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 11 July 2022	5

4	Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 5 May 2022	4
6	Minute from Chief Executive, Department of Primary Industries and Regions to Minister for Primary Industries and Regional Development dated 25 May 2022	4

Access to the above documents is refused pursuant to Clause 7(1)(c) of Schedule 1 of the Freedom of Information Act.

The documents reveal the business affairs of third parties.

In addressing the public interest test requirement for this exemption, I have balanced the following factors:

In favour of the public interest:

- Meeting the objects of the Act favouring access to documents.
- Ensuring optimal use of public resources.
- High level of interest in the accountability of public office holders.
- The importance of transparency and openness and the interest that the public has in the decision-making processes of Government.
- High level of community interest in mobile phone coverage.

Contrary to the public interest:

- Protecting the commercial and business interests of third parties.
- The recent age of the documents and the ongoing relevance of the matters was considered.
- Disclosure of this information would reveal detail which is considered commercially sensitive to the companies concerned.
- If third parties cannot be assured of confidentiality by Government with respect to communications relating to their commercially sensitive information, this would have the potential to harm business relationships with Government and hamper future dealings with agencies for the betterment of South Australia.
- Disclosure of this information would be expected to prejudice the future supply of information to Government, as the level of trust in handling such information would be substantially diminished.

Having considered the various factors weighing for and against disclosure, I have determined that disclosure of these documents would, on balance, be contrary to the public interest.

Determination 6

I have determined that access to the following documents is **refused**:

Doc No.	Description of document	No. of Pages
12	Limestone Coast Country Cabinet Briefing	7
13	Country Cabinet Briefing	3

Access to the above documents is refused pursuant to Clause 1(1)(f) of Schedule 1 of the Freedom of Information Act which states:

"1 – Cabinet documents

(1) A document is an exempt document –

(f) if it is a briefing paper specifically prepared for the use of a Minister in relation to a matter submitted, or proposed to be submitted to Cabinet."

The documents consist of briefing notes specifically prepared for the use of the Minister in relation to a matter proposed for submission to Cabinet.

Please note that the majority of Document 12 is outside of the scope of your application.

Determination 7

I have determined that access to the following document is **refused**:

Doc No.	Description of document	No. of Pages
14	Parliamentary Briefing Note dated 14 October 2022	6

Access to the above document is refused pursuant to Clause 17(c) of Schedule 1 of the Freedom of Information Act which states:

"17 – Documents subject to contempt etc

A document is an exempt document if it contains matter the public disclosure of which would, but for any immunity of the Crown –

(c) infringe the privilege of Parliament."

The document consists of a briefing note which was specifically prepared for the purpose of use in proceedings in Parliament. Disclosure of this information would infringe the privilege of Parliament.

If you are unhappy with this determination you are entitled to exercise your rights of external review with the Ombudsman SA. Alternatively, you can apply to the South Australian Civil and Administrative Tribunal (SACAT). If you wish to seek a review, you must do so within 30 calendar days of receiving this internal review determination.

For more information about seeking a review or appeal, please contact the Ombudsman SA on telephone (08) 8226 8699 or SACAT on 1800 723 767.

In accordance with the requirements of Premier and Cabinet Circular PC045, details of your application, and the document to which you are given access, will be published in the disclosure log on the [PIRSA website](https://pirsa.sa.gov.au). A copy of PC045 can be found at http://dpc.sa.gov.au/data/assets/pdf_file/0019/20818/PC045-Disclosure-Log-Policy.pdf.

Should you require further information or clarification with respect to this matter, please contact Ms Rachael Colegate on 8226 2931 or email: Minister.Scriven@sa.gov.au.

Yours sincerely



Hon Clare Scriven MLC
MINISTER FOR PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT
MINISTER FOR FOREST INDUSTRIES

6 / 2 / 2023



Minute to
Minister for Primary Industries and Regional Development
Minister for Forest Industries

Ref: A5405133

For	Signature
Critical Date	20 May 2022
Subject	Mobile Black Spot Program Round 5A – Execution of Funding Agreement with Telstra



Synopsis

Two mobile black spots in South Australia were successful in receiving Commonwealth Government funding through the Mobile Black Spot Program Round 5A, with co-investment from the State Government. The Department of Primary Industries and Regions has negotiated a Funding Agreement between the Government of South Australia and Telstra to deliver these mobile black spot solutions. The Funding Agreement was signed by Telstra on 6 May 2022.

You are required to execute the Funding Agreement and return it to the Department of Primary Industries and Regions, to facilitate Telstra submitting a copy to the Commonwealth Government.

Recommendations

That you:

1. Execute the attached Funding Agreement with Telstra to deliver the two successful Mobile Black Spot Program Round 5A mobile black spot sites and return the executed Funding Agreement to the Department of Primary Industries and Regions.

SIGNED/NOT SIGNED

Hon Clare Scriven MLC

**Minister for Primary Industries
and Regional Development**

Minister for Forest Industries

31 / 5 / 2022

Ministerial Comments

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Background

- On 18 November 2020, the Commonwealth Government opened Round 5A of the Mobile Black Spot Program (MBSP), with \$34.5 million available.
- On 4 March 2021, the previous Minister for Primary Industries and Regional Development signed a Memorandum of Understanding (MOU) with Telstra to demonstrate funding co-contributions from the Government of South Australia for four sites which Telstra proposed to submit to MBSP Round 5A. Funding for the proposed sites was committed from the state's \$10 million Mobile Phone Black Spot Fund. The MOU is provided as Attachment A.
- Telstra submitted its funding applications Clause 7(1)(c) to MBSP Round 5A by the due date of 5 March 2021.
- Clause 7(1)(c)

Discussion

- On 23 July 2021, the Commonwealth Government announced the outcomes of MBSP Round 5A. In South Australia two sites were successful in receiving funding – Brooker and Moseley, both located on the Eyre Peninsula. The co-contributions from the funding partners towards these sites are as follows:

Site name	State Government contribution (ex GST)	Telstra contribution (ex GST)	Commonwealth Government contribution (ex GST)
Brooker	\$ 72,545.45	Clause 7(1)(c)	Clause 7(1)(c)
Moseley	\$194,818.18	Clause 7(1)(c)	Clause 7(1)(c)

- Following the announcement of the MBSP Round 5A outcomes, the Commonwealth Government negotiated Funding Agreements with the telecommunications providers. Telstra advised in early February 2022 that this process had been finalised and provided the Department of Primary Industries and Regions (PIRSA) with a draft Funding Agreement, aligned with the conditions, milestones and payment schedule set by the Commonwealth Government.
- The Funding Agreement has been reviewed by the Crown Solicitor's Office and agreement reached with Telstra. Telstra has signed the Funding Agreement. The final Funding Agreement is provided as Attachment B for you to execute on behalf of the Government of South Australia.

Regional Business and Stakeholder Impacts

- Fixing mobile black spots improves connectivity in regional areas, allowing businesses and communities to better utilise digital technologies and participate fully and equitably in all economic and social aspects of the digital world.
- The Regional Development Australia associations, key industry bodies and elected Members of Parliament strongly advocate for investment in digital connectivity. The Regional Development Strategy also highlights digital connectivity as a critical issue for the continued growth and prosperity of regional South Australia.

Consultation and engagement

- The draft Telstra Funding Agreement was reviewed by the Crown Solicitor's Office.
- PIRSA has liaised with Clause 6(1), Senior Networks Engineer at Telstra, to facilitate this process.

Financial implications

- \$9.96 million (excluding GST) has been committed from the state's Mobile Phone Black Spot Fund, as per the table below. Further detail on these funding commitments and projects will be provided to you separately in a briefing on mobile black spots (A5404232).

	State Government Commitments (ex GST)
Commonwealth's MBSP Round 4	\$4,936,226.00
Commonwealth's MBSP Round 5	\$862,709.09
Optus Direct Co-Investment	Clause 7(1)(c)
Telstra Direct Co-Investment	
Cherry Gardens MBS	
Wudinna Switch Up Project	
Commonwealth's MBSP Round 5A	
Mobile Network Extension Devices Pilot Program delivered by Telstra	
TOTAL	\$9,963,707.82
Remaining funds	\$36,292.18

Attachments

- A. MOU with Telstra for proposed sites under MBSP Round 5A
- B. Telstra MBSP Round 5A Funding Agreement – signed by Telstra



for

CHIEF EXECUTIVE
Department of Primary Industries and Regions

11/5/2022

CONTACT	Peter Appleford
POSITION	Executive Director
DIVISION	Industry and Regional Development
MOBILE and LANDLINE	0412 797 720
PREPARED BY	Daniela Marschall



Minute to
Minister for Primary Industries and Regional Development
Minister for Forest Industries

Ref: A5404232



For	Noting
Critical Date	Routine
Subject	Mobile Black Spot Programs

Synopsis

This briefing provides you with background information about the Commonwealth Government's Mobile Black Spot and Regional Connectivity Programs, and the investment made by the Government of South Australia through the \$10 million Mobile Phone Black Spot Fund, which is managed by the Department of Primary Industries and Regions.

Recommendations

That you:

- Note PIRSA will provide a quarterly report on the delivery of mobile black spot solutions co-funded by the Government of South Australia, with the June 2022 quarter report to be provided to you by 8 July 2022.
- Note a further briefing on strategic opportunities relating to digital connectivity issues in regional South Australia (A5429926) will be provided to you separately.

NOTED

NOTED

C. M. Scriver

Hon Clare Scriver MLC
**Minister for Primary Industries
and Regional Development**
Minister for Forest Industries

17/6/2022

Ministerial Comments

Please advise when Round 6 opens, and also any info. regarding new Federal govt. commitments (if any).

Background

- Digital connectivity is an important issue for regional South Australia. To date the Government of South Australia has focussed on improving mobile black spots in regional South Australia by establishing the \$10 million Mobile Phone Black Spot Fund which has leveraged Commonwealth Government funding through competitive rounds of its Mobile Black Spot Program and also through the Regional Connectivity Program.
- This briefing provides you with background information on the Commonwealth Government programs and the investment made by the Government of South Australia.

Discussion

Commonwealth Government Programs

- Commencing in 2014, the Commonwealth Government has committed \$380 million to its Mobile Black Spot Program (MBSP) over six rounds. The objectives of the MBSP are to extend and improve mobile phone coverage and competition in regional and remote Australia by co-funding new telecommunications infrastructure. Five funding rounds of the MBSP have taken place, as well as the supplementary Round 5A, because not all funds from Round 5 were allocated. A final Round 6, to which the Commonwealth Government has committed \$80 million, is expected to be offered during 2022.
- Since 2020, the Commonwealth Government has offered two rounds of the Regional Connectivity Program, a grants program funding the delivery of 'place-based' telecommunications infrastructure projects to improve digital connectivity across regional, rural and remote Australia. Round 1 has committed \$117.9 million (GST inclusive) for more than 130 projects across Australia, providing regional communities with significant upgrades to voice and data services. Round 2 will provide \$140 million (GST inclusive) over the next two years to improve telecommunications infrastructure in regional and remote Australia.
- South Australia's share of these programs and co-contribution is detailed in Table 1 below.

Government of South Australia investment

- The \$10 million Mobile Phone Black Spot Fund was established in 2018. The Fund has contributed directly to addressing 45 mobile phone black spot locations in regional South Australia, which are part of the 54 mobile coverage solutions that have been funded with State and Commonwealth Government contributions since March 2018. This outcome represents a total state investment of over \$8.28 million (excluding GST) in mobile infrastructure in regional and remote South Australia.
- \$1.0 million (excluding GST) has been committed to the Wudinna Switch Up Project, which has leveraged funding from the Commonwealth Government's Regional Connectivity Program Round 1 to upgrade broadband connection to the community.
- Finally, \$680,000 of the Fund has been committed to the Mobile Network Extension Devices Pilot Program, which will be delivered by Telstra until 30 June 2023, or once funds have been fully expended. The Program, which commences in May 2022, will provide solutions to mobile phone reception "patchiness" or localised coverage loss within a defined "covered" area across the Adelaide Hills region by subsidising the installation of an approved mobile network extension device (or mobile repeater) to boost the signal for an eligible residence or business.

- Commitments from the Mobile Phone Black Spot Fund are detailed below.

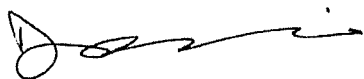
Table 1: Commitments from the Mobile Phone Black Spot Fund, including co-investment in new mobile towers under MBSP Rounds 4, 5 and 5A by round and co-funding partner

	State Government contribution (ex GST)	Telecommunications provider contribution (ex GST)	Commonwealth Government contribution (ex GST)	Mobile towers funded
MBSP 4 - Telstra	Clause 7(1)(c)			19
MBSP 4 - Optus				9
MBSP 5 - Telstra				6
MBSP 5 - Optus				3
Telstra Direct Co-Investment				4
Optus Direct Co-Investment				1
Cherry Gardens - Telstra				1
MBSP 5A – Telstra				2
Wudinna Switch Up Project				na
Mobile Network Extension Devices Pilot Program				na
TOTAL	\$9,963,707.82	\$11,528,392.71	\$8,161,792.35	
Remaining funds	\$36,292.18			

- To date, 32 of the 45 mobile black spot solutions have been completed. The Commonwealth Government requires delivery of all sites funded under MBSP Rounds 4 and 5 by 30 June 2022 and MBSP Round 5A sites by 30 June 2023.
- PIRSA will provide updates on the delivery of these mobile coverage solutions on a quarterly basis, with the next June 2022 quarter report to be provided to you by 8 July 2022.

Financial implications

- There currently remains \$36,292.18 in the state's Mobile Phone Black Spot Fund. Consequently, should you be interested in continuing to support the delivery of mobile black spot solutions in regional South Australia, additional funding to co-invest in the Commonwealth Government's MBSP Round 6 will need to be requested.



CHIEF EXECUTIVE

Department of Primary Industries and Regions

13/5/2022

CONTACT	Peter Appleford
POSITION	Executive Director
DIVISION	Industry and Regional Development
MOBILE and LANDLINE	0412 797 720
PREPARED BY	Daniela Marschall



MINISTER'S
OFFICE

10 JUN 2022

RECEIVED

Minute to
Minister for Primary Industries and Regional Development
Minister for Forest Industries

Ref: eA197204

For	Signature
Critical Date	Routine
Subject	Meeting with NBN Co

Synopsis

Mr Stephen Rue, the Chief Executive Officer of NBN Co, has written to you to congratulate you on your appointment as Minister and to request an opportunity to discuss digital connectivity in South Australia. A draft letter is provided for your signature.

Recommendations

That you:

1. Sign the letter to Mr Stephen Rue, CEO of NBN Co (Attachment B).

SIGNED / NOT SIGNED

*Coffee meeting
with Tim
Roberts has
occurred.
Meagan
9/10.*

.....

Hon Clare Scriven MLC
**Minister for Primary Industries
and Regional Development**
Minister for Forest Industries
/ / 2022

Ministerial Comments -

Background

- On 2 May 2022, Mr Stephen Rue, the Chief Executive Officer of NBN Co, wrote to congratulate you on your appointment as Minister and to request an opportunity to discuss digital connectivity in South Australia.

Discussion

Background information on NBN Co Limited (NBN Co)

- The national broadband network (nbn) was established in 2009 by the Commonwealth Government to build and operate a wholesale, open access broadband network serving all premises across the nation.
- The initial nbn rollout is largely complete, with more than 897,000 premises in South Australia defined as 'ready to connect' to the nbn.
- Under the nbn rollout, NBN Co chose a range of technologies to provide fit for purpose solutions at least cost to the Commonwealth Government. Different nbn technologies deliver differing digital capabilities. nbn fixed line technologies, such as fibre to the premise (FTTP), are restricted to larger urban locations, while wireless technologies such as fixed wireless and satellite are used in lower density and remoter locations in regional Australia.

NBN Co funding commitment to expand the nbn network

- In late 2020, NBN Co announced a \$4.5 billion network investment program to increase the capability, reach and value of the nbn. This includes:
 - \$3.5 billion to make NBN Co's highest wholesale speed plans available to more households and businesses in the network. To date, 70 suburbs and towns in South Australia have been announced for the upgrade from fibre to the node to FTTP.
 - Up to \$700 million to deliver business grade fibre, primarily to small and medium businesses. There are 29 Business Fibre Zones in South Australia, with 11 in the regions at Goolwa, Mount Gambier, Murray Bridge, Naracoorte, Port Augusta, Port Lincoln, Port Pirie, Renmark, Stirling / Crafers, Victor Harbour and Whyalla.
 - \$300 million to establish the Regional Co-Investment Fund (RCIF) to upgrade the broadband network, particularly nbn satellite and fixed wireless, through a co-investment model with all levels of government. In the first round of the Fund, which opened in mid-2021, up to \$27.875 million was allocated to South Australia subject to a suitable co-investment from the State Government or Local Governments. Upgrade proposals were required to meet NBN Co's commercial investment benchmark. While significant work was undertaken across government agencies to identify and prioritise suitable upgrade locations, the Government of South Australia did not co-invest. Several sites were submitted to NBN Co for funding with co-investment from local councils.

Commonwealth Government commitment to digital connectivity

- The newly elected Commonwealth Government has announced a series of election commitments in the area of digital connectivity. A briefing providing information about strategic opportunities to partner with the Commonwealth Government and telecommunications providers to address digital connectivity issues in regional South

Australia, as well as on the development of a Digital Connectivity Strategy for the state, will be provided to you in the coming weeks.

Regional internet access issues

- There are significant differences in bandwidth access and service quality across South Australia. The majority of South Australian homes and businesses are connected to the nbn, with a small number deemed complex cases (less than 4,000) for which solutions are underway.
- According to NBN Co, over 90 per cent of South Australia's population has access to fixed line nbn, however, there is a considerable range of technologies. Only customers in metropolitan Adelaide may have access to the highest-speed FTTP. The vast geographical area of the state is covered by SkyMuster Satellite technology which fills the gaps of other fixed and semi-fixed nbn technologies.
- Satellite technology is the slowest and least reliable nbn service, with significantly inferior speed and reliability compared to all other nbn technologies. Service plans offered with satellite technology are also limited by restricted monthly download quotas.
- NBN Co's fixed wireless technology is considered a minimum level of connectivity for all but the very smallest regional communities, providing suitable speed and reliability for activities like videoconferencing, live streaming and general internet browsing.
- NBN Co's investment decisions (expansion and upgrade) are focussed on commercial viability, which has prioritised metropolitan areas with delivery of fast technology types compared to regional areas. Investment in location and technology type is determined by NBN Co based on the forecast demand of the area which is heavily influenced by population. With only 27 per cent of South Australia's population based in the regions, commercial incentives for investment are low.
- Connectivity continues to be raised by regional businesses and communities as a major constraint to growth and expansion, as well as liveability, which then has flow-on effects for population retention and attraction, which continues the cycle for poor investment in this important strategic infrastructure in the regions.
- Maps of internet and mobile coverage for the state are provided in Attachment A.

Regional mobile phone black spots

- According to the National Mobile Black Spot Database of Reported Black Spot Locations, there are over 1,000 mobile black spots in South Australia, of which 98 per cent is in regional parts of the state. However, this database has not been reviewed since 2018 and therefore the Commonwealth Government's commitment to an independent national audit of mobile coverage is a welcome initiative that will enable South Australia to benefit from a clear evidence-based map of where the current black spot areas are.
- There may be an opportunity to influence the design of the Commonwealth Government's independent audit to ensure that the information generated can be used by the state in the development of its priorities and the investment framework proposed under the Digital Connectivity Strategy.
- Several telecommunications providers offer a range of mobile telecommunications services in South Australia including the big players such as Telstra, Optus and TPG Telecom, but also smaller organisations, such as Vocus and Beam. NBN Co does

not operate in the mobile phone coverage arena; the organisation's remit is the delivery of wholesale, open access broadband to the nation.

- A letter to Mr Stephen Rue advising him of your intention to meet with NBN Co in the coming months is provided for your consideration and signature as Attachment B.

Stakeholder / regional impacts, consultation and engagement

- Nil.

Management of key risks

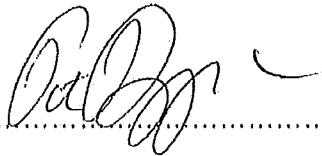
- Nil.

Legislative and/or financial implications

- None.

Attachments

- A. Maps of internet and mobile phone coverage across South Australia
- B. Draft letter to Mr Stephen Rue, Chief Executive Officer, NBN Co



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For CHIEF EXECUTIVE

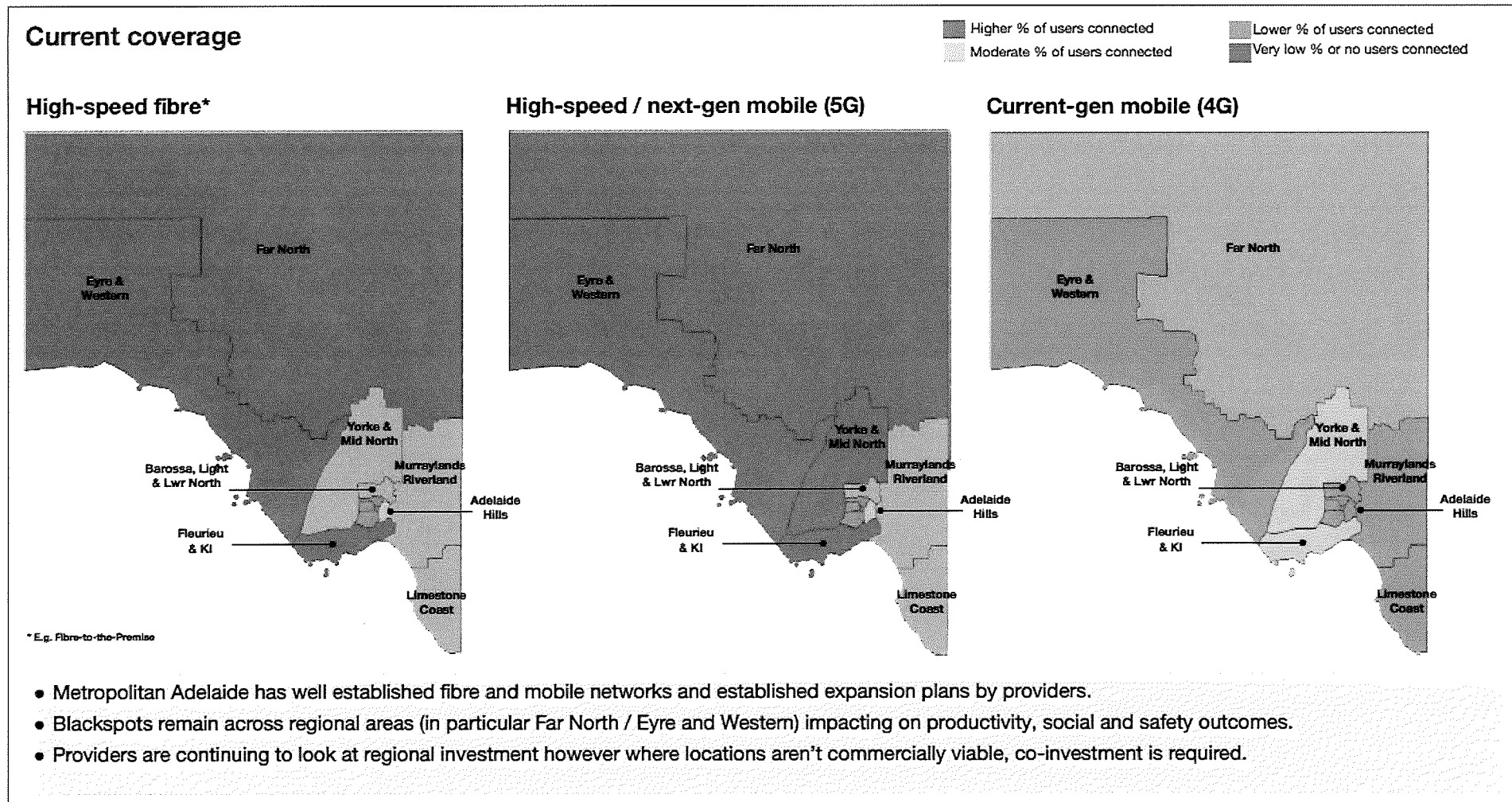
Department of Primary Industries and Regions

10 /06 /2022

CONTACT	Peter Appleford
POSITION	Executive Director
DIVISION	Industry and Regional Development
MOBILE and LANDLINE	0412 797 720
Cleared by	Peta Crewe, General Manager, Regions

ATTACHMENT A – MAPS OF INTERNET AND MOBILE PHONE COVERAGE ACROSS SOUTH AUSTRALIA

Household connectivity speed and quality vary significantly by region



These maps were compiled by PricewaterhouseCoopers and delivered in the report on Phase 1 of the Digital Connectivity Strategy Project.



Minute to
Minister for Primary Industries and Regional Development
Minister for Forest Industries



Ref: eA197895

For	Signature
Critical Date	Routine
Subject	Correspondence from Mr Michael Brown MP regarding lack of mobile coverage in Coober Pedy

Synopsis

Mr Michael Brown MP, Member for Florey, has written to you regarding concerns raised by a constituent about inadequate mobile coverage in Coober Pedy during a recent trip to regional South Australia. Mr Brown has asked about the Government of South Australia's plans to improve mobile coverage in regional areas of the state. A response is provided for your signature.

Recommendations

That you:

1. Sign the attached letter to Mr Michael Brown MP, Member for Florey (Attachment A)

SIGNED / NOT SIGNED

Hon Clare Scriven MLC

**Minister for Primary Industries
and Regional Development**

Minister for Forest Industries

9/9/2022

Ministerial Comments

Background

- On 15 August 2022, Mr Michael Brown MP, Member for Florey, wrote to you regarding concerns raised by a constituent, **Clause 6(1)** of Para Vista, about inadequate mobile coverage in Coober Pedy during a recent trip to regional South Australia. Mr Brown has asked about the Government of South Australia's plans to improve mobile coverage in regional areas of the state.
- Funding of digital connectivity is primarily a Commonwealth Government responsibility. However, given the importance of digital connectivity to the state, the Government of South Australia has previously provided some co-investment under the Commonwealth Government's Mobile Black Spot and Regional Connectivity Programs and attempted to influence decisions for investment in priority South Australian locations.

Discussion

- In February 2016, the Commonwealth Government developed the national mobile black spot database of reported black spot locations and this database was further updated in October 2018 through a national call for information about mobile black spot locations. This database was used as the basis for funding proposals to the Commonwealth Government's Mobile Black Spot Program.
- The following relevant locations are listed as mobile black spot sites in the national database:
 - Oodnadatta Road between Coober Pedy and Oodnadatta;
 - Stuart Highway between Coober Pedy and the Northern Territory border;
 - Stuart Highway between Coober Pedy and Port Augusta;
 - Stuart Highway between Coober Pedy and Glendambo; and
 - Stuart Highway at Ingomar roadside rest area 88km south of Coober Pedy.
- Under the previous administration, funding of up to \$80 million was committed to the Commonwealth Government's Mobile Black Spot Program Round 6. However, it is not yet clear whether the program will continue under the current Commonwealth Government.
- The Commonwealth Government announced an election commitment for the establishment of a \$400 million fund to expand multi-carrier mobile coverage along roads, as well as for regional homes and businesses, and \$200 million to continue investing in place-based connectivity projects. At present, there has been no clarification of whether these funds include the committed funding for a final round of the Mobile Black Spot Program and any further funding of the Regional Connectivity Program, or whether new programs will be designed to address the stated objectives.
- In addition, the Commonwealth Government also committed \$20 million to commence an independent national audit of mobile coverage in 2022 to establish an evidence baseline to guide future priorities. Details have not yet been released about how and what data will be gathered, how it will be used / presented and whether states and territories will be given access.
- The Government of South Australia and regional stakeholders are very interested in accessing the data produced from the national mobile coverage audit to gain a better understanding of mobile coverage gaps in the state and contribute to the design of future Commonwealth Government digital connectivity funding programs, to ensure

that regional areas benefit from more targeted investment than has been the case in the past.

- Until the Commonwealth Government announces its intentions regarding digital connectivity investment, the Government of South Australia is not able to influence the design of any funding programs. It also cannot facilitate partnerships to leverage Commonwealth Government funding, as was proposed in the State Government's response to the 2021 Regional Telecommunications Review.
- Therefore, the concerns **Out of scope** about inadequate mobile coverage at Coober Pedy can only be addressed once the Commonwealth Government sets out its agenda for digital connectivity investment. A letter of response to Mr Brown explaining this is provided for your signature as Attachment A.

Stakeholder / regional impacts, consultation and engagement

- Nil.

Management of key risks

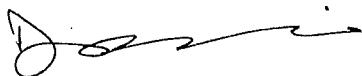
- PIRSA has noted the mobile coverage issues in the Coober Pedy area to inform prioritisation of investment proposals in any future Commonwealth Government mobile black spot funding programs.

Legislative and/or financial implications

- None.

Attachments

- A. Draft letter to Mr Michael Brown MP, Member for Florey



CHIEF EXECUTIVE

Department of Primary Industries and Regions

1/9/2022

CONTACT	Peta Crewe
POSITION	General Manager
DIVISION	Regions
MOBILE and LANDLINE	0427 012 510
Cleared by	Chief Executive

eA197895



Government
of South Australia

The Hon Clare Scriven MLC

Mr Michael Brown MP
Member for Florey
Florey Electorate Office
Unit 1/3 Wilkinson Road
PARA HILLS SA 5096

Email: florey@parliament.sa.gov.au

Dear Mr Brown

Michael,

Thank you for your letter of 15 August 2022 regarding concerns raised by one of your constituents travelling in regional South Australia about inadequate mobile coverage at Coober Pedy.

I understand the importance of digital connectivity in regional areas, particularly for those travelling who need to keep in contact with family and friends, or access emergency services. However, I also recognise that funding digital connectivity is primarily a Commonwealth Government responsibility.

Although the Commonwealth Government announced commitments to digital connectivity investment during the Federal Election, at this time details have not been released for any of these commitments. Once this information has been provided, the Government of South Australia will be able to work towards influencing program design to support investment in priority South Australian locations.

To this end, the Department of Primary Industries and Regions has noted the mobile coverage issues in the Coober Pedy area to inform prioritisation of investment proposals in any future Commonwealth Government mobile black spot funding programs.

Once again, thank you for writing to me on this important regional issue.

Yours sincerely

Clare Scriven

Hon Clare Scriven MLC
MINISTER FOR PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT
MINISTER FOR FOREST INDUSTRIES

9 1 9 1 2022

Minister for Primary Industries and Regional Development
Minister for Forest Industries

GPO Box 1671 Adelaide SA 5001
Telephone 08 8226 2931 | Email minister.scriven@sa.gov.au





Minute to
Minister for Primary Industries and Regional Development
Minister for Forest Industries

Ref: A5491364

For	Signature
Critical Date	15 July 2022 (first milestone in the Funding Agreement was 30 June 2022, so this needs to be actioned as soon as possible)
Subject	Wudinna Switch Up Project – Execution of Funding Agreement with Wudinna District Council

Synopsis

The Wudinna Switch Up Project was successful in receiving Commonwealth Government funding through the Regional Connectivity Program Round 1, with co-investment from the State Government and NBN Co. The Department of Primary Industries and Regions has negotiated a Funding Agreement between the Government of South Australia and the Wudinna District Council to deliver the project, which will provide upgraded broadband connection for the town. The Funding Agreement was signed by the Wudinna District Council on 7 July 2022.

You are requested to execute the Funding Agreement and return it to the Department of Primary Industries and Regions, so that work on the project can commence and the first payment can be made.

Recommendations

That you:

1. Execute the attached Funding Agreement with the Wudinna District Council to deliver the Wudinna Switch Up Project and return the executed Funding Agreement to the Department of Primary Industries and Regions.

SIGNED / NOT SIGNED

.....*C. M. Seriven*.....

Hon Clare Seriven MLC

**Minister for Primary Industries
 and Regional Development**

Minister for Forest Industries

/ / 8 / 2022

Ministerial Comments

Background

- On 28 July 2020, the Commonwealth Government's Regional Connectivity Program Round 1 (RCP1) opened for grant applications, with \$83 million available, and closed on 17 November 2020.
- On 5 November 2020, the previous Minister for Primary Industries and Regional Development committed \$1 million (excluding GST) from the state's \$10 million Mobile Phone Black Spot Fund to the Wudinna District Council in support of its application for grant funding for the Wudinna Switch Up Project under RCP1. The signed minute is provided as Attachment A.
- On 16 November 2020, the previous Minister for Primary Industries and Regional Development wrote to Ms Eleanor Scholz, Mayor of the Wudinna District Council, advising of the funding commitment, pending a successful outcome for the Wudinna Switch Up Project grant application under RCP1. The signed letter is provided as Attachment B.
- The Wudinna District Council and NBN Co both also committed to co-invest in the project and, in accordance with the grant funding guidelines, NBN Co submitted the funding application under RCP1 by the due date of 17 November 2020.

Discussion

- On 16 April 2021 and 10 June 2021, the Commonwealth Government announced two tranches of successful projects funded under RCP1. The Wudinna Switch Up Project was successful in receiving funding. The co-contributions from the funding partners towards the project are as follows:

Funding Partners	Co-contributions (ex GST)
The Government of South Australia	\$1,000,000.00
Wudinna District Council	Clause 7(1)(c)
NBN Co	
Commonwealth Government	
Total	\$4,821,175.18

- Following the announcement of the RCP1 outcomes, the Commonwealth Government negotiated Funding Agreements with the successful applicants. Once this process was finalised, NBN Co also negotiated a Service Agreement with the Wudinna District Council, which was executed on 17 December 2021. Consequently, the Government of South Australia was able to draft a Funding Agreement with the Wudinna District Council, as the conditions, milestones and payment schedule needed to align with those already established in the Commonwealth Government and NBN Co funding agreements.
- The Funding Agreement was drafted by the Crown Solicitor's Office and agreement reached with the Wudinna District Council. The Council signed the Funding Agreement on 7 July 2022.
- The final Funding Agreement is provided as Attachment C for you to execute on behalf of the Government of South Australia as it requires the Common Seal of the Minister for Primary Industries and Regional Development.

Regional Business and Stakeholder Impacts

- Upgrading digital connectivity in regional areas enables businesses and communities to better utilise digital technologies and participate fully and equitably in all economic and social aspects of the digital world.

Consultation and engagement

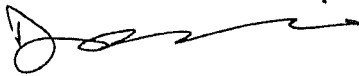
- The Funding Agreement with the Wudinna District Council was drafted by the Crown Solicitor's Office.
- PIRSA liaised with Mr Andrew Buckham, Acting Chief Executive Office for the Wudinna District Council, to facilitate this process.

Financial implications

- \$9.96 million (excluding GST) has been committed from the state's Mobile Phone Black Spot Fund.

Attachments

- A. Signed minute committing funding to the Wudinna Switch Up Project from the state's Mobile Phone Black Spot Fund
- B. Letter to the Mayor of Wudinna District Council in support of the Wudinna Switch Up Project
- C. Funding Agreement with the Wudinna District Council for execution



CHIEF EXECUTIVE

Department of Primary Industries and Regions

15/7/2022

CONTACT	Peter Appleford
POSITION	Executive Director
DIVISION	Industry and Regional Development
MOBILE and LANDLINE	0412 797 720
Cleared by	General Manager, Regions


 Minute to
Minister for Primary Industries and Regional Development

eA192574

For	Approval
Critical Date	6 November 2020
Subject	Strategic Regional Growth Fund

**Synopsis**

Eleanor Scholz, Mayor from the Wudinna District Council, submitted an application to the Strategic Regional Growth Fund for the upgrade of the National Broadband Network (NBN) service to Wudinna as part of their application to the Commonwealth's Regional Connectivity Program (RCP). The project has been assessed against the Regional Growth Fund (RGF) criteria and information is provided for your consideration.

Should approval the provision of funding to the Council, the Department would suggest this is conditional on a successful RCP application and subject to full due diligence being undertaken.

Recommendations

That you:

1. Approve supporting the Wudinna District Council's application for \$1 million from the RGF to the RCP for the *Wudinna Switch Up* project subject to the required due diligence by South Australian Financing Authority (SAFA) and a successful application in the RCP.

APPROVED / NOT APPROVED

Hon David Basham MP

**Minister for Primary Industries
 and Regional Development**

5 11 / 2020

Ministerial Comments

1. Not Approve Funding from Regional Growth Fund
2. Approve Funding under the Mobile Black Spot Program

Background

- On 12 October 2020, you received an application to the Regional Growth Fund - Strategic Pool from Mayor Eleanor Scholz, on behalf of the Wudinna Council to upgrade the NBN service to Wudinna Township.
- The application was also sent to the Minister for Innovation and Skills. PIRSA and Department for Innovation and Skills (DIS) have collaborated on this brief.
- The project's capital expenditure is \$4,654,621 and the Wudinna Council's application for RGF funding is for \$1 million.
- The Wudinna Council also intends to submit the NBN upgrade project called '*Wudinna Switch Up*', to the Commonwealth RCP, which if successful will leverage an additional \$1,507,314.
- If the Wudinna Council is successful in obtaining funding from the RGF, the council intends to use the RGF \$1 million as the South Australian Government's co-contribution.

Regional Connectivity Program

- The Regional Connectivity Program is a grant program that was opened by the Commonwealth in July 2020, and was a \$50 million program.
- The recent Commonwealth budget released an additional \$30 million in the Regional Connectivity Program to support the delivery of reliable, affordable and innovative digital services and technologies in regional Australia taking the program to \$83 million.
- The Regional Connectivity Program's objective is to maximise economic and social opportunities across regional, rural and remote Australia and its communities through improved connectivity.
- Funded infrastructure under the Regional Connectivity Program must provide retail mobile or broadband services to a regional, rural or remote community or a subset of the community (such as local businesses, tourist locations, schools etc). Proposals must demonstrate the clear need for improved telecommunications and community support for any proposed economic and/or social benefits.
- The Regional Connectivity Program is open for applications until 17 November 2020.
- All RCP projects will be expected to leverage a substantial financial (cash) co-contribution to the capital costs of building or installing each Funded Solution.
- Applicants are encouraged to seek financial co-contributions from state, territory or local governments.
- PIRSA, the Department of Innovation and Skills and Infrastructure SA are aware of three proposals seeking potential State Government. Aside from the Wudinna proposal, there is also :
 - Vocus – proposal for cable to Kangaroo Island, for which further service providers could then access
 - NBN – upgrade of current service from fixed wireless to fibre to the premise on Kangaroo Island

Financial implications

- Funding for the proposal is as follows if the application to the RCP is successful:

Organisation	Funding
Commonwealth funded Regional Connectivity Program,	Clause 7(1)(c)
NBN	
Wudinna District Council	
South Australian Government (RGF Strategic Pool)	\$1,000,000
	\$4,654,621



CHIEF EXECUTIVE

Department of Primary Industries and Regions

28/10/2020

CONTACT	Ann Barclay
POSITION	Director
DIVISION	Regions
MOBILE and LANDLINE	0414 886 189
PREPARED BY	Mark Drew



Minute to
Minister for Primary Industries and Regional Development

eA192574

For	Signature
Critical Date	URGENT 9 November 2020
Subject	WUDINNA - SWITCH UP PROJECT



Synopsis

On the 5 November 2020 you approved funding up to \$1 million to support the Wudinna District Council's application for the *Wudinna Switch up* project (eA192574). PIRSA has drafted a letter notifying the council of your conditional approval for your consideration.

This letter needs to be signed and sent to Council by 9 November to assist with their application to the Regional Connectivity Program and to meet the application deadline.

Recommendations

That you:

1. Sign the attached letter to Mayor

Hon David Basham MP
**Minister for Primary Industries
and Regional Development**
16 11 2020

CHIEF EXECUTIVE

Department of Primary Industries and Regions

9/11/2020

CONTACT	Ann Barclay
POSITION	Director
DIVISION	Regions
MOBILE and LANDLINE	0414 886 189
PREPARED BY	Mark Drew



Government
of South Australia

Hon David Basham MP
Minister for Primary Industries
and Regional Development
GPO Box 1671 Adelaide SA 5001
Tel 08 8226 2931
Minister.Basham@sa.gov.au

eA192574

Ms Eleanor Scholz
Mayor
Wudinna District Council
PO Box 6
WUDINNA SA 5652

Email: craig.midgley@wudinna.sa.gov.au

Dear Mayor Scholz

Thank you for your letter of 12 October 2020 regarding your application to the Government of South Australia requesting funding to assist with the *Wudinna Switch up Project*.

I wish to advise I have considered your application and have determined to offer you a grant of up to \$1 million toward this project, should your application for \$1,507,314 million funding from the Commonwealth Government's Regional Connectivity Program (RCP) be successful.

I congratulate the Wudinna District Council for applying to the RCP Fund and wish you every success with your application.

Should your Commonwealth funding application be successful, please contact Ms Ann Barclay, Director Regions, Primary Industries and Regions SA at ann.barclay@sa.gov.au to progress your State Government grant funding.

Yours sincerely

Hon David Basham MP
MINISTER FOR PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT

16 / 11 / 2020

cc: Mr Alan McGuire, Chief Executive Officer, Wudinna District Council



**MOBILE PHONE BLACK SPOT FUND
FUNDING AGREEMENT (REF:5WDA20)
2022-2024**

BETWEEN

**MINISTER FOR PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT
("Minister")**

-AND-

**WUDINNA DISTRICT COUNCIL
(ABN 28 306 741 059)
("Grantee")**

CROWN SOLICITOR

Level 17, 10 Franklin Street
Adelaide SA 5000

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SCHEDULE
ANNEXURE A PROJECT SPECIFICATION

AGREEMENT dated 1st day of August 2022

BETWEEN:

MINISTER FOR PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT a body corporate pursuant to the *Administrative Arrangements Act 1994* (SA), acting through the Department of Primary Industries and Regions, of 25 Grenfell Street, Adelaide 5000 in the State of South Australia (the "Minister")

AND

WUDINNA DISTRICT COUNCIL (ABN 28 306 741 059) of 11 Burton Terrace, Wudinna South Australia 5652 (the "Grantee").

BACKGROUND

- A. The South Australian Government ("Government") has established the Mobile Phone Black Spot Fund ("the Fund").
- B. The Grantee wishes to upgrade the National Broadband Network (nbn) for a defined area within the Town of Wudinna, from nbn satellite to nbn fixed line, fibre to the premises. It has entered into the Service Agreement with NBN Co pursuant to which NBN Co will carry out the necessary works to provide this upgrade, as identified in Item 6 of the Schedule to this Agreement ("the Project").
- C. NBN Co has costed the Project to be \$4,821,175.18 (ex GST). The Project is to be funded by:
 - (a) the Funding the subject of this Agreement (on the terms and conditions set out in this Agreement);
 - (b) the Grantee Contribution;
 - (c) the RCP Grant; and
 - (d) the NBN Co Contribution.
- D. The Funding and the Grantee Contribution will be paid by the Grantee to NBN Co on the terms set out in the Service Agreement.
- E. The Minister has agreed to provide the Funding to the Grantee from the Fund for the purpose of assisting the Grantee in undertaking the Project in accordance with the terms and conditions of this Agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the contrary intention is apparent, the following words have the following meaning:

- 1.1.1 **"Agreement"** means this agreement between the Parties and includes the Schedule and Annexures;
- 1.1.2 **"Business Day"** means any day which is not a Saturday, Sunday or a public holiday in South Australia;
- 1.1.3 **"Commencement Date"** means the date specified in Item 1 of the Schedule;
- 1.1.4 **"Commercialise"** in relation to Intellectual Property Rights means to:
- (a) manufacture, sell, hire or otherwise exploit a product or process, that uses or incorporates part or all of the Intellectual Property Rights in or of those products or processes; or
 - (b) provide a service incorporating the Intellectual Property Rights in or of that service; or
 - (c) license any third party to do any of those things; or
 - (d) otherwise license or assign the Intellectual Property Rights in any product, process or service,
- regardless of whether any revenue is generated or intended to be generated from the above;
- 1.1.5 **"Company Associate"** means a related body corporate or subsidiary of the Grantee within the meaning of the *Corporations Act 2001* (Cth);
- 1.1.6 **"Completion Date"** means the date specified in Item 2 of the Schedule;
- 1.1.7 **"Confidential Information"** means:
- (a) information disclosed by or on behalf of a Party that:
 - (i) is by its nature confidential or by the circumstances in which it is disclosed is confidential, or
 - (ii) is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality,but does not include this Agreement, or information which is or becomes public knowledge other than by a breach of this Agreement;
- 1.1.8 **"Control"** has the meaning given it in section 50AA of the *Corporations Act 2001* (Cth);
- 1.1.9 **"Document"** means any embodiment of any text or image howsoever recorded;
- 1.1.10 **"Expiry Date"** means the expiry date of this Agreement, being the date specified in Item 10 of the Schedule
- 1.1.11 **"Evidence"** means the evidence required for each Milestone, as set out in the Milestones;
- 1.1.12 **"Funding"** means the total amount of funding that is available to the Grantee for the Project by the Minister as specified in Item 4 of the Schedule, which does not include the Grantee Contribution.
- 1.1.13 **"Governmental Agency"** means any Commonwealth or State government department, authority, instrumentality or agency;
- 1.1.14 **"Grantee"** means the Grantee more particularly described on page 1;
- 1.1.15 **"Grantee IP"** means all Intellectual Property Rights in the Project, including as set out in the Project Specification;
- 1.1.16 **"Grantee Contribution"** means the amount of co-funding that the Grantee must contribute and expend for the Project as specified in Item 3 of the Schedule;

- 1.1.17 "GST" means the tax imposed by the GST Law;
- 1.1.18 "GST Law" has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;
- 1.1.19 "Insolvency Administration" means:
- (a) an administrator is appointed to the Grantee or action is taken to make such an appointment,
 - (b) the Grantee resolves to be wound up,
 - (c) an application is made to a court for an order or an order is made that the Grantee be wound up (whether on grounds of insolvency or otherwise),
 - (d) the Grantee ceases to carry on business,
 - (e) a receiver or a receiver and manager of property of the Grantee is appointed whether by court or otherwise,
 - (f) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Grantee or any one of them is appointed, whether or not under an order,
 - (g) the Grantee enters into a compromise or arrangement with its creditors or a class of them, or
 - (h) the Grantee is or states that it is unable to pay its debts when they fall due;
- 1.1.20 "Intellectual Property Rights" means all Intellectual property rights, including but not limited to:
- (a) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (b) any application or right to apply for registration of any of the rights referred to in paragraph (a),
- but for the avoidance of doubt excludes moral rights and performers' rights;
- 1.1.21 "Law" means all laws, legislation, statutes, regulations, by-laws, subordinate legislation, ordinances, rules and other forms of statutory instruments or delegated legislation in force in the State of South Australia from time to time;
- 1.1.22 "Minister" means the Minister for Primary Industries and Regional Development, more particularly described on page 1;
- 1.1.23 "Milestones" means the milestones to be achieved and completed by the Grantee in consideration of each Tranche of the Funding, as set out in Item 9 of the Schedule;
- 1.1.24 "NBN Co" means NBN Co Limited, ACN 136 533 741;
- 1.1.25 "NBN Co Contribution" means a contribution from NBN Co in the amount of \$1,315,317 (ex GST) to be paid by NBN Co towards the Project in accordance with the written agreement described in clause 2.1.1 below;
- 1.1.26 "Parties" means the Minister and the Grantee and "Party" means either one of them;
- 1.1.27 "PIRSA" means the Department of Primary Industries and Regions;
- 1.1.28 "Project" means the project identified in Item 6 of the Schedule;
- 1.1.29 "Project Specification" means the specification of the Project set out in Annexure A;
- 1.1.30 "Repayment Amount" means:

- (a) all or a portion of the Funding paid to the Grantee which, in the opinion of the Minister, should be repaid to the Minister because:
 - (i) all or a portion of the Funding has been expended for a purpose other than for the Project; or
 - (ii) a Repayment Event has occurred; or
 - (b) any portion of the Funding which has been paid to the Grantee but has not yet been expended by the Grantee for the Project or in relation to which a legally binding obligation to expend for the Project has not yet been incurred;
- 1.1.31 **"Repayment Date"** means the date upon which the Minister demands payment of the Repayment Amount from the Grantee;
- 1.1.32 **"Repayment Event"** means any of the events described in clause 5;
- 1.1.33 **"RCP Grant"** means the grant from the Commonwealth Government Department of Infrastructure, Transport, Regional Development and Communications (ABN 86 267 354 017) to NBN Co under the Regional Connectivity Program Round 1 in the amount of \$1,673,858.18 (ex GST);
- 1.1.34 **"RCP Grant Agreement"** means the agreement executed on 1 December 2021, as amended from time to time and including any Schedules or Annexures, between the Commonwealth Government Department of Infrastructure, Transport, Regional Development and Communications (ABN 86 267 354 017) and NBN Co for the payment to NBN Co of the RCP Grant;
- 1.1.35 **"Tranche"** means a tranche of the Funding payable on completion of a Milestone, as set out in the Milestones;
- 1.1.36 **"Term"** means the term of this Agreement, being for a term commencing on the Commencement Date and expiring on the Expiry Date, unless terminated earlier by the Parties;
- 1.1.37 **"Service Agreement"** means the agreement, as amended from time to time and including any Schedules or Annexures, between NBN Co and the Grantee, executed on 17 December 2021; and
- 1.1.38 **"State"** means the Crown in Right of the State of South Australia.

1.2 Interpretation

In this Agreement unless the contrary intention is apparent:

- 1.2.1 the clause headings are for convenient reference only and do not form part of this Agreement;
- 1.2.2 a reference to a clause number is a reference to all its subclauses;
- 1.2.3 a reference to a clause, subclause, or Schedule is a reference to a clause, subclause or schedule of this Agreement;
- 1.2.4 a word in the singular includes the plural and a word in the plural includes the singular;
- 1.2.5 a word importing a gender includes any other gender;
- 1.2.6 a reference to a person includes a partnership and a body corporate;
- 1.2.7 a reference to legislation includes legislation repealing, replacing or amending that legislation;
- 1.2.8 a reference to dollars is a reference to Australian dollars;
- 1.2.9 where a word or phrase is given a particular meaning other parts of speech or grammatical forms of that word or phrase have corresponding meanings;

- 1.2.10 a reference to a Party includes that Party's administrators, successors and permitted assigns;
- 1.2.11 Where two or more persons comprise the Grantee:
 - (a) a reference to the Grantee includes each of them; and
 - (b) the obligations on the part of the Grantee bind them jointly and severally.
- 1.2.12 a reference to a document or agreement includes that document or agreement as novated, altered, supplemented or replaced;
- 1.2.13 no provision or expression is to be construed against a Party on the basis that the Party (or its advisers) was responsible for the drafting of this document; and
- 1.2.14 In resolving inconsistencies in this Agreement:
 - (a) this Agreement (excluding the Schedule and Annexure A);
 - (b) the Schedule; and
 - (c) Annexure A,shall have precedence in that order.
- 1.2.15 The parties acknowledge and declare both that the matters referred to in the Background to this Agreement are true and correct in every material particular and that the Background shall form part of this Agreement.

2. CONDITION PRECEDENT

- 2.1 The Minister is not bound by the terms and conditions of this Agreement and has no obligations to the Grantee under this Agreement unless:
 - 2.1.1 a written agreement has been entered into between NBN Co and the Grantee as to the timing of the payment or payments of the NBN Co Contribution towards the Project and;
 - 2.1.2 a copy of the agreement referred to in clause 2.1.1 has been provided to the Minister, to the Minister's satisfaction.
- 2.2 Until satisfaction of the condition in clause 2.1, the Grantee agrees with the Minister that:
 - 2.2.1 the Minister will be under no obligation under this Agreement;
 - 2.2.2 any act done by either party in performance of the requirements of this Agreement will be taken to be gratuitous acts of good faith only;
 - 2.2.3 the Minister cannot waive the condition in clause 2.1 except by written notice; and
 - 2.2.4 the Grantee waives any right of action, claim or remedy that the Grantee may have against the Minister in connection with any act, matter or thing performed or to be performed by the Minister prior to the satisfaction of the condition in clause 2.1.
- 2.3 If the condition in clause 2.1 is not satisfied in full within 30 days of the execution of this Agreement then the Minister may:
 - 2.3.1 terminate this Agreement by written notice to the Grantee and this Agreement will then be of no further force and effect;
 - 2.3.2 waive the condition by written notice and on the service of that notice this Agreement becomes unconditional and binds the parties; or

- 2.3.3 extend the time limit for the satisfaction of the condition and if the Grantee fails to satisfy the condition within that extended period exercise any of the rights contained in this clause.

3. PROVISION OF FUNDING

- 3.1 In consideration of the mutual obligations set out in this Agreement and subject to the terms and conditions of this Agreement:
- 3.1.1 the Minister agrees to provide the Funding to the Grantee for the Project in Tranches on successful completion of Milestones in accordance with Items 5 and 9 of the Schedule; and
- 3.1.2 the Grantee agrees to expend the Grantee Contribution towards the Project in accordance with the Service Agreement.

4. GST

- 4.1 The parties acknowledge that compliance with obligations or the grant of rights under this Agreement by the Grantee will be a Taxable Supply as defined in the GST Law and the Grantee will be liable to pay GST on the Taxable Supply.
- 4.2 The Minister will pay in addition to the Funding an amount (the "GST payment") calculated by multiplying the Funding by the rate at which GST is levied at the time of this Agreement.
- 4.3 If the Funding is payable in instalments, the GST payment will be payable in proportionate instalments.
- 4.4 The Minister is not liable to pay the GST payment or any instalment of the GST payment unless the Grantee has delivered to the Minister a valid Tax Invoice under GST Law, referable to the Funding (or instalment of the Funding) and associated GST payment.
- 4.5 The Grantee acknowledges and represents that it is registered pursuant to the *A New Tax System (Australian Business Number) Act 1999* (Cth) and that the ABN shown at Item 7 of the Schedule in this Agreement as the Grantee's ABN is the Grantee's ABN.

5. REPAYMENT EVENTS

- 5.1 The occurrence of any of the following events are Repayment Events:
- 5.1.1 If the Grantee or NBN Co is subject to any form of Insolvency Administration;
- 5.1.2 If the Grantee breaches:
- (a) any of its warranties or representations under this Agreement; or
- (b) any of its obligations or undertakings under this Agreement and has not rectified such breach within the timeframe specified in a notice given in writing by the Minister to the Grantee requiring rectification of the breach;
- 5.1.3 If the Grantee fails to produce evidence (including the Evidence) satisfactory to the Minister (in the Minister's discretion), by the timeframes specified in this Agreement, that the Grantee has expended the Grantee Contribution and or the Funding towards the Project;
- 5.1.4 If the Grantee breaches, or fails to comply with (to the Minister's satisfaction), any term of this Agreement, and fails to remedy that breach or non-compliance (to the satisfaction of the Minister in the Minister's discretion) within 14 calendar days of receipt of written notice by the Minister requiring rectification of such breach or non-compliance;

- 5.1.5 If the Grantee fails to achieve and complete a Milestone, to the satisfaction of the Minister in the Minister's discretion, in accordance with Item 9 of the Schedule and the remainder of this Agreement;
- 5.1.6 If a mortgagee enters into possession of any of the Grantee's assets or property in the State or appoints an agent to enter into possession on its behalf;
- 5.1.7 If there occurs any material adverse change in the condition or stability of the Grantee which in the reasonable opinion of the Minister could result in the Grantee being unable to perform its obligations under the Agreement;
- 5.1.8 If there occurs a change in the Control of the Grantee without the previous consent in writing of the Minister, where such change is in the reasonable opinion of the Minister to the detriment of the Minister's interests under this Agreement;
- 5.1.9 If the Grantee breaches any representations, warranties or obligations made by it under any other agreement the Grantee may have with the State or any other person;
- 5.1.10 If the Grantee fails to comply with or breaches any Law;
- 5.1.11 If NBN Co is obliged, pursuant to the RCP Grant Agreement, to repay part or all of the RCP Grant funding;
- 5.1.12 If the RCP Grant Agreement is terminated;
- 5.1.13 If the Service Agreement is terminated, cancelled, modified or reduced; or
- 5.1.14 If the NBN Co Contribution, or a part thereof, is not paid in accordance with the agreement referred to in clause 2.1.1.

6. CONSEQUENCES OF REPAYMENT EVENT

- 6.1 If a Repayment Event occurs the Minister shall immediately be released from any obligation to advance any unpaid portion of the Funding to the Grantee.
- 6.2 Nothing in subclause 6.1 shall affect the Minister's right to recover any part of the Funding at that time already advanced to the Grantee pursuant to this Agreement, or any other of the Minister's rights under this Agreement which may have accrued pursuant to this Agreement as at the date of the Repayment Event.
- 6.3 Subject to the provisions of this Agreement, if a Repayment Event occurs at any time, then notwithstanding any previous delay or waiver on the Minister's part, the whole of the Repayment Amount shall immediately become due and payable by the Grantee to the Minister as liquidated damages upon demand by the Minister.
- 6.4 The Grantee's obligation to pay the Repayment Amount to the Minister in accordance with this clause 6 shall not be subject to any set off or counterclaim by the Grantee and the Repayment Amount shall be paid by the Grantee to the Minister free and clear of any withholding of whatever nature.

7. TERMINATION

The Minister may terminate this Agreement if a Repayment Event occurs by giving notice in writing to the Grantee and such termination of this Agreement will take immediate effect when the Grantee has discharged its obligation to pay any Repayment Amount to the Minister in accordance with clause 6.

8. EFFECT OF ENDING THIS CONTRACT

- 8.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.

8.2 Despite expiry or termination of this Agreement, this clause 8 and clauses 6, 12, 13, 15 and 17 and those clauses that by their nature remain in force, shall survive.

9. GRANTEE'S REPRESENTATIONS

9.1 The Grantee represents to the Minister that:

- 9.1.1 no amendments have been made to the constitution (if applicable) of the Grantee affecting the power of the Grantee to enter into this Agreement or which may adversely affect the interests of the Minister under this Agreement save as disclosed in writing to the Minister prior to the execution of this Agreement;
- 9.1.2 the financial statements disclosing the financial position of the Grantee given to the Minister (if any) present a true and fair view of the financial condition of the Grantee as at the Commencement Date and as at the date or dates upon which the Funding are advanced and that there has been no material adverse change in the condition of the Grantee, financial or otherwise, since the giving of those statements;
- 9.1.3 all authorisations, approvals, consents, licences, exemptions, filings, registrations and other requirements with respect to the Grantee of governmental, judicial and public bodies and authorities required in connection with the execution, delivery and performance by the Grantee of this Agreement have been obtained or affected or will be obtained or affected within any relevant time or statutory period and are or will be in full force and effect and there has been no default by the Grantee in the performance of any of the terms and conditions thereof;
- 9.1.4 the RCP Grant Agreement remains in operation; and
- 9.1.5 the Service Agreement remains in operation.

9.2 The Grantee acknowledges that the representations made in this clause 9 have induced the Minister to agree to provide the Funding to the Grantee.

9.3 The Grantee acknowledges that each of the above representations shall survive the execution of this Agreement and the provision of the Funding under this Agreement and will be correct and complied with in all material respects on the Commencement Date, the date or dates upon which the Funding are advanced to the Grantee and thereafter as if repeated continuously by reference to the circumstances existing at the time of such repetition except that each reference to accounts shall be construed as a reference to the then latest available annual accounts.

10. GRANTEE'S WARRANTIES

10.1 The Grantee warrants to the Minister that:

- 10.1.1 at the Commencement Date and as at the date or dates upon which the Funding are advanced to the Grantee no Repayment Event has occurred or is occurring;
- 10.1.2 the Grantee is properly constituted and the Grantee is qualified to carry on the Project;
- 10.1.3 the Grantee has the power to enter into and perform its obligations under this Agreement and has taken the necessary action to authorise the entry into and performance of this Agreement;
- 10.1.4 there are no threatened actions or proceedings before any Court or other body which will or are likely to materially adversely affect the financial

- position of the Grantee or its ability to perform its obligations under this Agreement;
- 10.1.5 this Agreement constitutes legal, valid and binding obligations on the part of the Grantee which are enforceable against it in accordance with its terms;
- 10.1.6 the Grantee is not in material default under any law, indenture, mortgage, trust agreement or deed or other instrument or arrangement by which it is bound;
- 10.1.7 the information contained in the accounts, certificates, schedules or other documents supplied to the Minister relating to the Grantee is to the best of the Grantee's knowledge and belief true and accurate in all respects and the opinions and forecasts expressed therein (if any) are held *bona fides* and have been made on a reasonable basis and there are no material facts known to the Grantee relating to the Grantee which could or might affect the willingness of the Minister to enter into an agreement with the Grantee in terms similar to the terms of this Agreement which have not been disclosed to the Minister;
- 10.1.8 the Grantee has all land or site access and other rights required to undertake and complete the Project; and
- 10.1.9 the Grantee has the right to undertake the Project in accordance with the Laws and for the purposes of this Agreement and in doing so will not be in breach of any Law.
- 10.2 The Grantee acknowledges that the warranties made in this clause 10 have induced the Minister to agree to provide the Funding to the Grantee.
- 10.3 The Grantee acknowledges that each of the above warranties shall survive the execution of this Agreement.
- 11. GRANTEE'S OBLIGATIONS AND UNDERTAKINGS**
- 11.1 The Grantee must not, except with the prior consent in writing of the Minister, apply the Funding for purposes other than to the costs associated with the Project, and not to other costs including administration costs or legal costs or costs associated with land or site access.
- 11.2 The Grantee must complete the Project on or before the Completion Date, unless otherwise agreed in writing by the Minister in the Minister's discretion.
- 11.3 Upon the Minister's request, the Grantee will permit the Minister to inspect all sites, buildings, fixtures, fittings, machinery, implements, utensils, stock-in-trade and other things related to the Project.
- 11.4 The Grantee shall not pay any part of the Funding to or apply any part of the Funding for the benefit of any Company Associate without first having obtained the written consent of the Minister.
- 11.5 The Grantee must not assign, transfer, convey, novate, sell or otherwise dispose of or part with possession of (in whole or in part) any real or personal property in relation to which the Funding have been applied by the Grantee without first obtaining the written approval of the Minister.
- 11.6 Where the Grantee applies to any Government agency for the provision of any form of funding or financial assistance in connection with the activities of the Grantee contemplated by this Agreement, the Grantee must immediately upon making the application notify the Minister in writing of the making of that application and of the identity of the Government agency to whom the application is made.
- 11.7 The Grantee undertakes to the Minister that:

- 11.7.1 It will promptly inform the Minister in writing within a reasonable timeframe on the Grantee becoming aware of or when the Grantee ought reasonably to have become aware of the happening of a Repayment Event;
 - 11.7.2 It will keep separate accounts and financial records in relation to the Funding;
 - 11.7.3 It will provide the Minister with such information as the Minister may reasonably require to enable him or her to monitor the Grantee's performance of its undertakings and obligations under this Agreement; and
 - 11.7.4 all records and other documentation required to be kept by the Grantee under this Agreement and under any other legislation or statutory instrument will upon the giving of fourteen (14) calendar days' notice be available to the Minister for inspection at Adelaide at all times during normal business hours.
- 11.8 In addition to the reporting requirements set out in the Milestones, the Grantee must provide written reports to the Minister providing such information as the Minister requests on the performance and progress of the Project at intervals reasonably required by the Minister.
- 11.9 The Grantee will carry out the Project in accordance with this Agreement and the Project Specification, and will seek the Minister's consent to any variations to the Project as described in the Project Specification, which consent may be agreed or withheld in the Minister's absolute discretion.

12. INTELLECTUAL PROPERTY

- 12.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 12.2 The Grantee grants the Minister and the State of South Australia a non-exclusive, perpetual, royalty free licence to use any intellectual property created as part of the Project.
- 12.3 The Grantee acknowledges and agrees that:
- 12.3.1 If the Minister requests certain information (which may include the Intellectual Property Rights of the Grantee) from the Grantee pursuant to Law, the Grantee must provide that information to the Minister within a reasonable time as advised by the Minister at the time of the request; and
 - 12.3.2 there will be no breach of this Agreement or infringement of Intellectual Property Rights if the Minister requests, obtains and discloses information (including the Intellectual Property Rights) of the Grantee pursuant to any Law.

13. CONFIDENTIAL INFORMATION

- 13.1 Subject to this Agreement, the Party to this Agreement to whom Confidential Information is disclosed ("Receiving Party") must not disclose Confidential Information to any person without first obtaining the written consent of the Party disclosing the information ("Disclosing Party").
- 13.2 There will be no breach of the obligations of the Receiving Party under this Agreement if the Confidential Information is legally required to be disclosed or permitted to be disclosed by this Agreement.
- 13.3 Without limiting the generality of clause 13.2, the Grantee acknowledges and agrees that:
- 13.3.1 If the Minister requests certain information (including Confidential Information) from the Grantee pursuant to a relevant Law, the Grantee must provide that information (including Confidential Information) to the Minister within a reasonable time as advised by the Minister at the time of the request; and

- 13.3.2 there will be no breach of the obligations of the Minister under this Agreement if the Minister requests, obtains and discloses information (including Confidential Information) of the Grantee pursuant to Law.
- 13.4 The Receiving Party may disclose Confidential Information to its employees, advisers, agents, consultants and sub-contractors ("Authorised Persons") if:
- 13.4.1 the Authorised Person needs to know the Confidential Information for the performance of his or her duties under this Agreement;
 - 13.4.2 the Receiving Party notifies the disclosure to the Disclosing Party; and
 - 13.4.3 the Receiving Party first makes the Authorised Person aware of the confidential nature of the Confidential Information and requires the employee to treat it confidentially.
- 13.5 Notwithstanding anything else in this Agreement, it is a condition to any permitted disclosure that the Receiving Party must notify the Disclosing Party promptly if the Receiving Party becomes aware of any unauthorised disclosure by a third party. The Receiving Party must give the Disclosing Party all assistance reasonably required by that party in connection with any proceedings which it may institute against any persons for the disclosure.
- 13.6 The Receiving Party indemnifies the Disclosing Party against any loss or damage of third parties for which the Disclosing Party may become liable as the result of:
- 13.6.1 any disclosure or use of the Confidential Information in breach of this Agreement by the Receiving Party; or
 - 13.6.2 any unauthorised disclosure or use by an Authorised Person of Confidential Information.
- 13.7 The Grantee acknowledges that the Minister may disclose Confidential Information:
- 13.7.1 to Parliament, the Governor, Cabinet or a Parliamentary or Cabinet committee or subcommittee;
 - 13.7.2 to any agency, authority, instrumentality, minister or officer of the State of South Australia to whom it is customary for the Minister to disclose the Confidential Information (whether or not the Minister is legally obliged to do so); or
 - 13.7.3 for the purposes of prosecuting or defending any legal proceedings.
- 13.8 Nothing in this Agreement prevents the Grantee from disclosing the Grantee's information, including but not limited to the results of the Project, to the Australian Stock Exchange, in accordance with any legal obligations that the Grantee has to do so. Information so disclosed by the Grantee may also be disclosed by the Minister.
- 14. INSURANCE**
- 14.1 The Grantee must maintain in force in its own name and at its own expense insurance in respect of the whole of its assets and undertakings (including but not limited to any assets acquired by the Grantee with the Funding) with a reputable insurer approved by the Minister, against all such risks as are usually insured against by councils constituted under the *Local Government Act 1999*, for the full replacement cost of those assets and undertakings.
- 14.2 The Grantee must also comply with its obligations under the *Return to Work Act 2014* (SA).
- 14.3 The Grantee must apply any monies received for any claim against a policy of insurance required by subclause 14.1 to be maintained, towards the repair or replacement of the property insured, unless the Minister approves otherwise.
- 15. PROVISION OF INFORMATION**
- 15.1 The Grantee agrees that the Minister must be satisfied that the Funding is expended and used solely for the Project in accordance with this Agreement.

- 15.2 During the Term (and after the Expiry Date if reasonably required by the Minister), the Grantee must provide to the Minister any information related to the Grantee's expenditure of the Funding as is requested by the Minister or its auditors or financial advisers from time to time, including but not limited to the following:
- 15.2.1 those materials and information set out and described in the Milestones, in the Schedule and in the Annexures;
 - 15.2.2 progress reports on the Project which must include details of any changes to the authorised scope of the Project (if applicable); and
 - 15.2.3 an expenditure report, which provides itemised details of expenditure of the Funding, including the amount spent, justification of the way in which the expenditure contributes to the Project, and copies of invoices, receipts and other evidence to support that expenditure.

16. FINANCIAL STATEMENTS

- 16.1 Unless otherwise required by the Minister, the Grantee must prepare financial statements at the end of each financial year during the Term, or within 30 days of the Completion Date, if the Term is less than one year.
- 16.2 The financial statements must be prepared in the nature of a general purpose report (unless otherwise required by the Minister) in accordance with Australian accounting standards and signed by a senior office holder such as the Chief Executive Officer of the Grantee (if applicable) and submitted to the Minister.
- 16.3 The Minister may direct that the Grantee's accounts be audited at the Grantee's cost, and the Minister may specify the minimum qualifications that must be held by the person appointed to conduct the audit.

17. CONTRACT DISCLOSURE AND PUBLICITY

- 17.1 The Grantee agrees to the disclosure of this Agreement in accordance with Department of the Premier and Cabinet Circular PC027 - Disclosure of Government Contracts (as amended from time to time) in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.
- 17.2 Nothing in this clause derogates from:
- 17.2.1 the Minister's powers, rights or obligations conferred upon the Minister pursuant to any Law;
 - 17.2.2 the Grantee's obligations under any provision of this Agreement; or
 - 17.2.3 the provisions of the *Freedom of Information Act 1991* (SA).
- 17.3 Subject to any requirement at Law, the Grantee must not, without the prior written approval of the Minister, issue or participate in any media release or publicity in relation to the terms and conditions on which the Funding were advanced to the Grantee.
- 17.4 The Grantee agrees to participate in all promotional or publicity activities in relation to the Agreement as reasonably required by the Minister.
- 17.5 The Grantee must ensure that the Grantee's employees, agents and subcontractors are aware of and comply with the provisions of this clause.

18. FORCE MAJEURE

18.1 Definition

"Force Majeure" means the following events or circumstances:

- 18.1.1 fire, flood, earthquake, elements of nature, acts of God, malicious damage, epidemic, explosion, sabotage, riot, civil disorder, rebellion or revolution;

- 18.1.2 any change of law executive or administrative order or act of either general or particular application of any government, or of any official acting under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions,

which that party:

- 18.1.3 did not cause; and
18.1.4 cannot prevent, control or influence,

and the effect of which prevents that party from complying with any of its material obligations under this Agreement.

- 18.2 The affected party's obligations directly affected by a Force Majeure and any corresponding entitlement of the other party will be suspended to the extent and for so long as the performance of the affected party's obligations are prevented by the Force Majeure.
- 18.3 The affected party must as soon as it becomes aware of the Force Majeure notify the other party in writing providing details of:
- 18.3.1 the nature and extent of the obligations affected;
 - 18.3.2 if known, the expected effect of the Force Majeure on the other party;
 - 18.3.3 action that the affected party has taken or will take to avoid or mitigate the expected effect of the Force Majeure; and
 - 18.3.4 details of insurance policies on which the party may be able to rely to compensate or mitigate the financial effect of the Force Majeure.
- 18.4 The affected party must:
- 18.4.1 use its best endeavours to prevent, avoid, remedy, work around or overcome the effect of the Force Majeure as quickly as possible through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of goods or services from another source, and work around plans;
 - 18.4.2 keep the other party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this clause; and
 - 18.4.3 recommence performance of its obligations as soon as possible without delay after the Force Majeure ceases to affect the affected party's performance under this Agreement.
- 18.5 If a Force Majeure causes the affected party to allocate limited resources between or among its other customers, the affected party must not place the other party lower in priority to any other similarly effected customer of the affected party.
- 18.6 During any period in which the affected party is not performing obligations because of a claimed Force Majeure, the other party may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the affected party is not performing without incurring any liability to the affected party.
- 18.7 If the affected party is materially unable to perform its obligations under this Agreement by reason of a Force Majeure for a continuous period of 12 calendar months, or a cumulative period of 24 calendar months, then the other party may terminate this Agreement by written notice without prejudice to the terminating party.

19. AUTHORISATIONS

- 19.1 The Minister may authorise any person whom the Minister selects to exercise any of the Minister's powers or rights under this Agreement.
- 19.2 The Minister may vary or revoke an authorisation at will.

19.3 Nothing in this clause 19 shall prevent the Minister from exercising any of the Minister's powers or rights under this Agreement.

20. RECTIFICATION OF DEFECTS IN THE AGREEMENT

If any provision of this Agreement is, or becomes defective, and the Minister consequently is unable to enforce any of the Grantee's obligations under this Agreement, and the defect is capable of remedy, the Grantee must do all things and sign all documents which the Minister may reasonably require the Grantee to do or sign to remedy the defect.

21. SEVERANCE

- 21.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 21.2 If a court determines that a part of this Agreement is unenforceable, invalid, illegal, void or voidable that court may sever that part.
- 21.3 Severance of a part of this Agreement will not affect any other part of this Agreement.

22. NOTICE

- 22.1 Notice must be in writing and signed either by the Party or by the agent of that Party.
- 22.2 Notice can be given to a Party:
 - 22.2.1 personally, in which case the notice is deemed to have been received upon delivery to that Party;
 - 22.2.2 by pre-paid post, in which case the notice is deemed to be received 5 Business Days after posting;
 - 22.2.3 by email, in which case the email is deemed to be received immediately unless the sender receives a failure to send notification, except if the email is not sent until after 5:00pm on a Business Day, in which case the notice will be deemed to be received at 9:00am on the next Business Day;
 - 22.2.4 as permitted by the *Corporations Act 2001* (Cth) or any other statute or regulation.
- 22.3 The notice details of the parties, being the addresses and contact numbers for service of the parties, are set out in Item 8 of the Schedule.
- 22.4 A Party may from time to time change its address or number for service by notice to the other Party.

23. COSTS

- 23.1 The Grantee must pay, on the basis of a full indemnity, any reasonable costs incurred by the Minister in enforcing the Minister's rights under this Agreement.
- 23.2 The Minister must pay any stamp duty assessable on this Agreement.
- 23.3 Each Party will bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

24. AUDITOR GENERAL

Nothing in this Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

25. COMPLIANCE WITH LAW

The Grantee must comply with the laws in force in South Australia in the course of performing its obligations under this Agreement.

26. PROPER LAW

The laws in force in South Australia, including laws with respect to capacity to contract and the manner of performance, apply to this Agreement.

27. JURISDICTION OF COURTS

27.1 The courts of South Australia will have exclusive jurisdiction to determine any proceeding in relation to this Agreement.

27.2 Any proceeding brought by a Party in a Federal Court in relation to this Agreement must be instituted in the Adelaide Registry of that Federal Court and the Parties must not apply to transfer that proceeding to any other Registry of the Federal Court.

28. NO MUTUAL LIABILITY

28.1 Nothing in this Agreement constitutes a partnership, joint venture or association of any kind between the Grantee and the Minister, or renders them liable for the debts or liabilities incurred by each other.

28.2 The Grantee carries out and manages the Project solely at its own risk in all things, and releases the Minister from any liability arising from the conduct or management of the Project.

29. NO ASSIGNMENT BY THE GRANTEE

The Grantee's rights and obligations under this Agreement are not assignable.

30. NO WAIVERS BY THE MINISTER

30.1 No waiver of any right under this Agreement is effective unless given in writing and signed by the Party waiving its rights.

30.2 A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision.

30.3 The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided at law.

31. MODIFICATION

No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by written instrument signed by each Party.

32. ENTIRE AGREEMENT

32.1 This Agreement incorporates the attached Schedule and Annexures.

32.2 This Agreement contains the entire agreement between the Parties with respect to its subject matter.

32.3 This Agreement supersedes any prior agreement, understanding or representation of the Parties on the subject matter of the Agreement.

33. CONSENTS AND APPROVALS

Where the Grantee requires the Minister's consent or approval under this Agreement, the Minister may in its absolute discretion give or withhold its consent or approval (subject to any provision in this Agreement to the contrary) and if giving consent or approval, the Minister may impose any condition on that consent that it considers appropriate and the Minister's consent or approval will not be effective unless it is in writing and signed.

34. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one instrument. An executed counterpart may be delivered by email.

35. SET OFF

35.1 Any amount due and payable by the Grantee to the Minister or the Crown in right of the State pursuant to:

- 35.1.1 this Agreement;
- 35.1.2 any other agreement that the Grantee may have with the Crown in right of the State; or
- 35.1.3 any agreement a Company Associate of the Grantee may have with the Crown in right of the State,

may be set off against any amount due and payable by the Minister to the Grantee under this Agreement.

36. TIME IS OF THE ESSENCE

Time is of the essence in respect of any time, date, or period specified either in this Agreement or in any notice served under this Agreement.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the MINISTER FOR
PRIMARY INDUSTRIES AND REGIONAL
DEVELOPMENT was affixed hereto in the
presence of:

.....
Witness signature

.....
Witness position title and name



THE COMMON SEAL of the DISTRICT
COUNCIL OF WUDINNA was affixed hereto in
the presence of:

.....
Mayor

.....
Eleanor Scholz

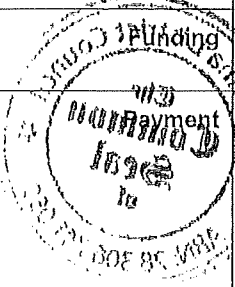


.....
Acting CEO

.....
Andrew Buckham

OFFICIAL

SCHEDULE

Item 1	Commencement Date	The date on which this Agreement has been executed by both parties.
Item 2	Completion Date	The Date of Practical Completion, as identified in Milestone 3 of Item 9 to this Schedule
Item 3	Grantee Contribution	An amount not less than eight hundred and thirty two thousand dollars (\$832,000) (excluding GST)
Item 4		An amount not exceeding one million dollars (\$1,000,000) (excluding GST)
Item 5		 <p>The Minister will make payment of the Funding to the Grantee in Tranches on successful completion by the Grantee of each Milestone in accordance with this Item 6 and Item 9. For the avoidance of doubt, a Tranche will not be paid to the Grantee unless the Grantee successfully completes the Milestone to which that Tranche relates and provides Evidence satisfactory to the Minister of such completed milestone.</p> <p>Each Tranche will be paid to the Grantee within 30 calendar days of receipt of a Tax Invoice by the Grantee with respect of such Tranche, which Tax Invoice must include all Evidence required for the relevant Milestone to which the Tranche relates.</p>
Item 6	Project	<p>The Grantee will upgrade the National Broadband Network (nbn) for a defined area within the Town of Wudinna, as identified in the Project Specification in Annexure A to this Agreement, from nbn satellite to nbn fixed line, fibre to the premises.</p> <p>The Project works will be carried out by NBN Co pursuant to the terms and conditions of the Service Agreement and the Project Specification in Annexure A to this Agreement.</p>
Item 7	Grantee's ABN	28 306 741 059
Item 8	Notices	<p>(1) <u>Minister</u></p> <p>Department for Primary Industries and Regions Level 16, 25 Grenfell Street, Adelaide SA 5000 GPO Box 1671, Adelaide SA 5001</p> <p>Attention: Mr Peter Appleford, Executive Director, Industry and Regional Development, PIRSA Telephone: 0412 797 720 Email: peter.appleford@sa.gov.au</p> <p>(2) <u>Grantee</u></p> <p>Wudinna District Council 11 Burton Terrace, Wudinna SA 5652 PO Box 6, Wudinna SA 5652 Attention: Andrew Buckham</p>

OFFICIAL

Telephone: 08 8680 2002
Email: admin@wudinna.sa.gov.au

Item 9

Milestones

All monetary amounts in the below table are in Australian dollars and are exclusive of GST.

Milestone	Evidence	Tranche	Due date to complete Milestone
<p><u>Milestone 1</u></p> <p>The Agreement is executed by both Parties and certain reports and documentation provided by the Grantee.</p> <p>Grantee must expend \$416,000 of the Grantee Contribution.</p>	<p>The Grantee has provided, to the satisfaction of the Minister:</p> <ul style="list-style-type: none"> • a fully executed copy or copies of this Agreement; and • copies of the Acquisitions Approval and Access Report prepared by NBN Co; and • invoice(s) demonstrating expenditure of Grantee Contribution to NBN Co. 	\$500,000	30/06/2022
<p><u>Milestone 2</u></p> <p>Bulld commence</p> <p>Grantee must expend \$332,800 of the Grantee Contribution.</p>	<p>The Grantee has provided, to the satisfaction of the Minister:</p> <ul style="list-style-type: none"> • a copy of a construction work order for the portion of the Capital Works (as defined in Annexure A to this Agreement) between the telecommunications exchange and the premises; and • evidence that the construction work order has been accepted by a NBN Co delivery partner; and • a progress report, or other evidence suitable to the Minister, showing that existing conduit pipe proving, remediation of duct and pit, construction of underground new conduit civils and distribution network fibre, labour and material 	\$400,000	24/11/2022

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		<p>deployment activities have commenced; and</p> <ul style="list-style-type: none"> • Invoice(s) demonstrating expenditure of Grantee Contribution to NBN Co. 		
	<p><u>Milestone 3</u></p> <p>Practical Completion of Capital Works</p> <p>Grantee must expend \$83,200 of the Grantee Contribution.</p>	<p>The Grantee has provided, to the satisfaction of the Minister:</p> <ul style="list-style-type: none"> • An asset completion report evidencing all assets installed as part of the Project: <ul style="list-style-type: none"> ○ have been installed, tested and commissioned substantially in accordance with NBN Co's national telecommunications network rollout practice; and ○ are treated by NBN Co as forming part of its telecommunications network and are capable of supplying wholesale telecommunications services; and • Invoice(s) demonstrating expenditure of Grantee Contribution to NBN Co. 	\$100,000	29/5/2023
Item 10	Expiry Date	12 calendar months after the Completion Date specified in Item 2 of this Schedule.		

ANNEXURE A
PROJECT SPECIFICATION

Project Summary

To change the nbn access technology for the area within the Town of Wudinna as delineated in red in **Figure 1** to this Annexure (Contracted Coverage Area) from nbn™ Satellite to nbn™ Fibre to the Premises (FTTP). The Contracted Coverage Area includes 377 existing premises. The Project aims to transition these premises to FTTP technology, but the final number capable of being connected to the nbn™ network will depend on access and other constraints set out below.

Connection of all premises within the Contracted Coverage Area will occur unless one of the following exceptions apply:

- heritage, environmental or cultural issues preventing access to the premises;
- Strata or Owners Corporations preventing access to the premises;
- other construction activities (other than NBN Co) preventing access to the premises; and
- for any reasonable cause outside the control of NBN Co, provided that NBN Co has notified the Grantee of the reason and reasonably consults with the Grantee.

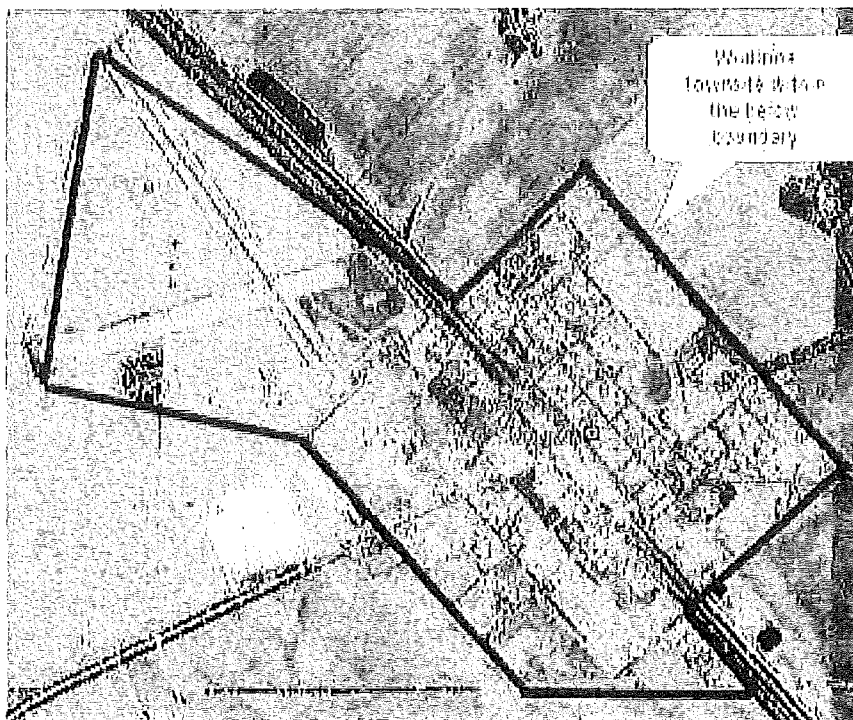


Figure 1 – Wudinna Township Project area

FTTP will support voice as well as broadband services for residential, business and enterprise users. This network upgrade will give the Wudinna community access to the highest available wholesale speed plans over the nbn network with a choice of speeds of up to 1Gbps, providing a service commensurate with metropolitan areas such as Adelaide. This opportunity unlocks the potential for

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simultaneous 4K and 8K video streaming, downloading and uploading of large files quickly and use of multiple devices online at the same time.

The Project includes:

- the design, construction and installation activities required to extend the nbn™ FTTP network to the multipoint intended to service a premises within the Project (**Capital Works**);
- completion of an asset transfer process with Telstra (this can take up to 6 months from the completion of the Capital Works);
- the installation of infrastructure and equipment at a customer premises (**Installation Works**); and
- the connection process to activate an nbn-enabled service (**Connection Processes**).

Note 1: The Capital Works and Installation Works will not enable a premises owner or occupier to receive telecommunication services over the Asset until the nbn™ FTTP network rollout in the respective area is at a stage when RSPs are able to commence supplying services to the premises. Installation Works only begin once a resident in the proposed footprint places an order with an RSP and the RSP engages with nbn – nbn cannot force residents to do this.

Note 2: End User experience, including the speeds achieved over the nbn™ broadband access network, depends on the technology over which services are delivered to End User premises and some factors outside nbn's control (like End User equipment quality, software, signal quality, broadband plans and how their service provider designs its network). nbn is a provider of wholesale speeds to internet providers. nbn™ wholesale speed tiers available to the End User's internet provider vary depending on the access technology in the End User's area.

Project Details

Service Type:	Fibre to the Premises (i.e. including Voice and broadband services for residential, business and enterprise users)
Location (Long/Lat):	-33.0476720 135.4617730
Asset Technology:	GPON Fibre
Size of Area (sq km):	3.44
Backhaul:	Scalable to multiples of 10GE connection if required
Type of Backhaul:	F (Fibre)
Designated Use:	Fibre to the Premises (i.e. including Voice and broadband services for residential, business and enterprise users). The project will upgrade the NBN access technology in the town of Wudinna from NBN Sky Muster to NBN Fibre to the Premises.

Project Stages

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Stage 1 - Contract Signed between nbn and Wudinna District Council

A review and handover of agreed scope, establishing project resources and agreed detailed schedule of work.

Stage 2 – Design Commenced

A Design Work Order has been issued to a nbn™ Delivery Partner and accepted.

The network design against a new fibre serving area boundary to inform construction works.

Stage 3 – Build Commenced

Issuing a construction work order that is accepted by a delivery partner for the portion of the Capital Works between the telecommunications exchange and the premises.

Existing conduit pipe proving, remediation of duct and pit, construction of underground new conduit civils and distribution network fibre, labour and material deployment activities will be commenced.

Stage 4 – Build Completed

Capital Works to the premises boundary are complete.

Following completion of the Capital Works, but prior to the network being available for supporting retail orders there will be an Asset Transfer process from Telstra to nbn which can take up to 6 months. This is subject to existing arrangements with Telstra and is part of the standard nbn network rollout process.

Stage 5 – Ready to Connect

Capital Works to the boundary are complete and asset transfer between nbn and Telstra is complete.

nbn will announce the area is 'ready for service'. End users are given approx. 18 months to move copper-based landlines phones and internet services to the new nbn™ network before their copper connection is disconnected (end users may also migrate to the nbn™ network after this period). nbn will engage in various marketing and community engagement activities to support this migration.

At this stage, end users are enabled to request an installation/connection. As nbn is an infrastructure provider and wholesaler of broadband services, an end user must request a service from a retail service provider.

After receipt of an order, nbn will install the nbn™ utility box (to the outside of the premises) and nbn™ connection box (a network termination device installed inside the home). Installation also includes premise cabling/lead-in which involves hauling cable from the multipoint serving the premises (at the premises boundary) to the nbn™ utility box. Please note installation works require access permissions from end users as their private land will be entered.

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Note: Installation works at the premises to connect to the nbn™ network is reliant on retail service providers engaging in marketing and end user orders and will continue after the capital works are complete.



Minute to
Minister for Primary Industries and Regional Development
Minister for Forest Industries

Ref: eA197691

For	Noting
Critical Date	9 September 2022 (date of your meeting with the Federal Minister)
Subject	Meeting with Hon Kristy McBain, Federal Minister for Regional Development, Local Government and Territories

Synopsis

You will meet with Hon Kristy McBain, Federal Minister for Regional Development, Local Government and Territories, on 9 September 2022. Discussion points for your meeting are provided for your consideration.

Recommendations

That you:

- Note the brief (and Attachment A) and handouts for the Minister (Attachment B & C). *1/1a*
NOTED

*Meeting has taken place.
Can be filed & closed.
MADPener*

.....
 Hon Clare Scriven MLC
**Minister for Primary Industries
 and Regional Development**
Minister for Forest Industries
 / / 2022

Ministerial Comments

Background

- You will meet with Hon Kristy McBain, Federal Minister for Regional Development, Local Government and Territories, on 9 September 2022.

Discussion

- Your office has advised the discussion topics for this meeting.
- Discussion points are provided as Attachment A.
- Two handouts have been prepared to provide to the Minister:
 - Regional South Australia Summary from State Budget as Attachment B
 - Regional Summaries – Infographics as Attachment C

Stakeholder / regional impacts, consultation and engagement

- None.

Management of key risks

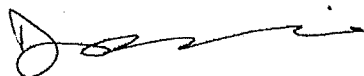
- Nil.

Legislative and/or financial implications

- None.

Attachments

- A. Discussion points for the meeting
- B. Regional South Australia Summary from State Budget
- C. Regional Summaries – Infographics



CHIEF EXECUTIVE

Department of Primary Industries and Regions

5/9/2022

CONTACT	Peta Crewe
POSITION	General Manager
DIVISION	Regions
MOBILE and LANDLINE	0427 012 510
Cleared by	Chief Executive

ATTACHMENT A – DISCUSSION POINTS

Meeting with Hon Kristy McBain, Federal Minister for Regional Development, Local Government and Territories

CONTENTS

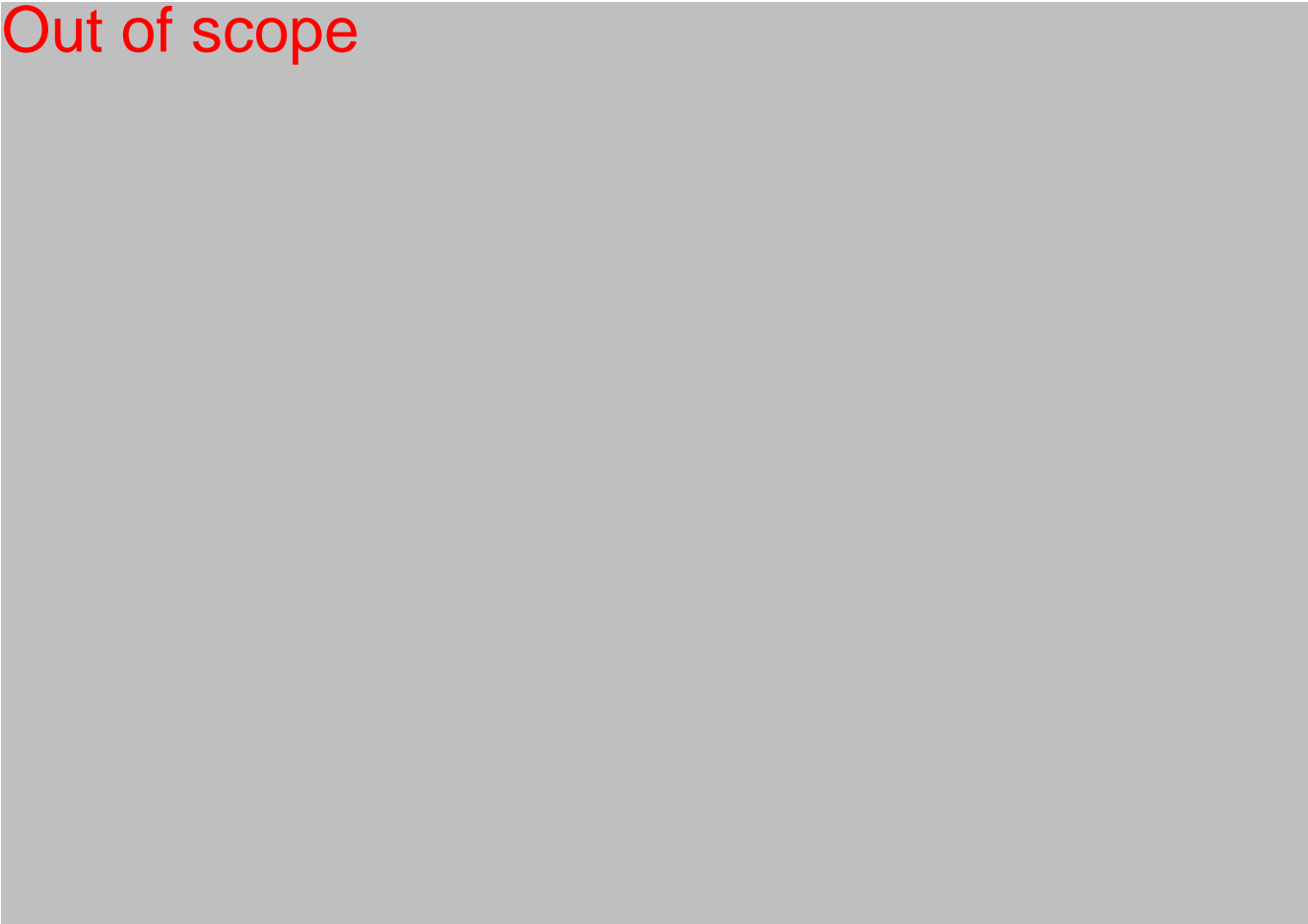
Discussion Topic	Page Number
Out of scope	Out of scope
Connectivity	15
Out of scope	Out of scope

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CONNECTIVITY

Commonwealth Government

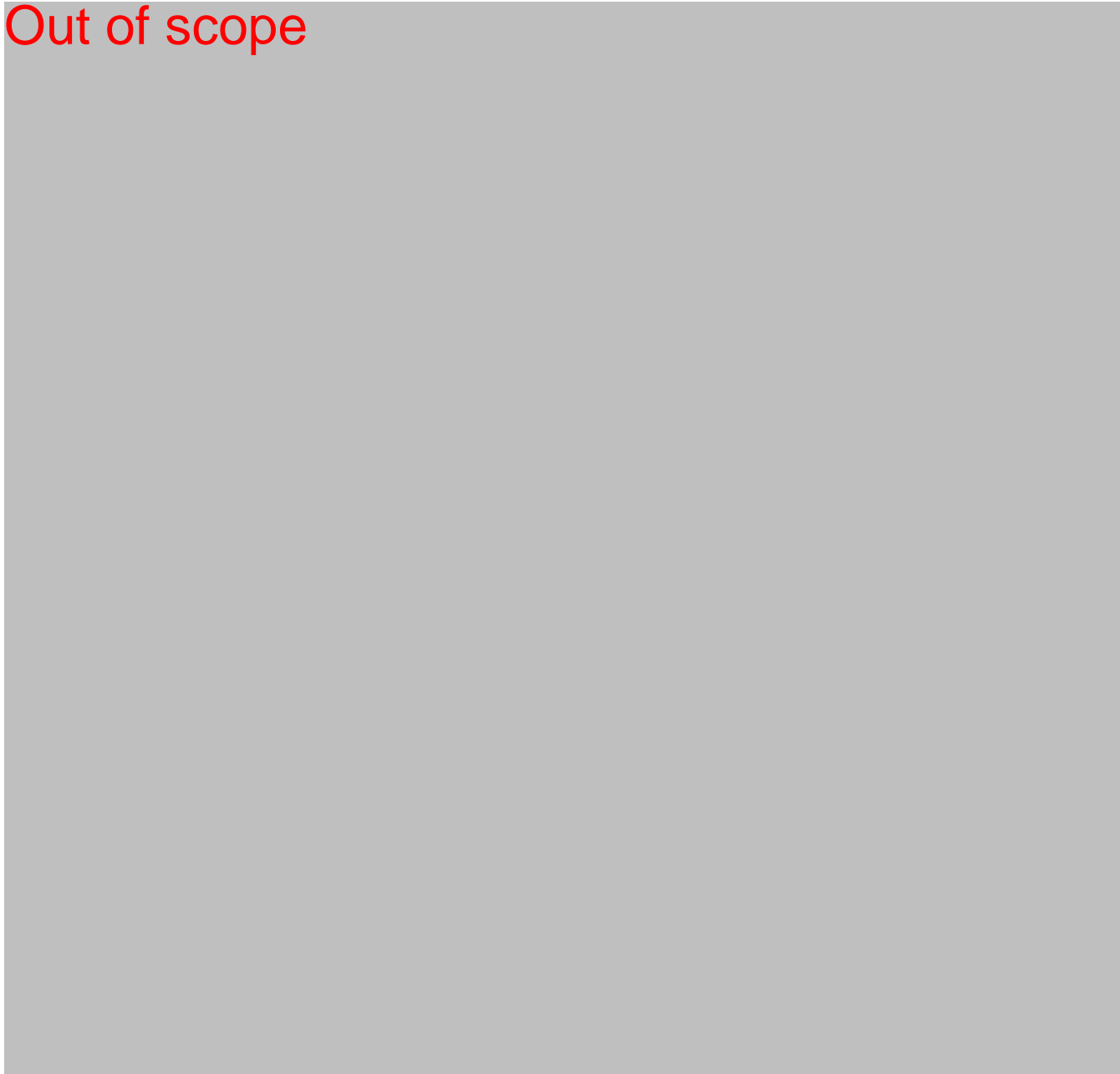
- The Commonwealth Government announced an election commitment for the establishment of a \$400 million fund to expand multi-carrier mobile coverage along roads, as well as for regional homes and businesses, and \$200 million to continue investing in place-based connectivity projects.
- The Commonwealth Government has committed \$480 million to expand full-fibre nbn access to regional homes and businesses. NBN Co is already working to deliver this commitment and it should soon become clear where these upgrades will be delivered in South Australia.
- In addition, the Commonwealth Government also committed \$20 million to commence an independent national audit of mobile coverage in 2022 to establish an evidence baseline to guide future priorities.

State Government

- Funding of digital connectivity is primarily a Commonwealth Government responsibility. However, given the importance of digital connectivity to the state, the Government of South Australia has previously provided some co-investment under the Commonwealth Government's Mobile Black Spot and Regional Connectivity Programs and attempted to influence decisions for investment in priority South Australian locations.
- South Australia has consistently performed poorly relative to other states and territories, being ranked either sixth or seventh out of seven jurisdictions (excludes the Northern Territory) in each annual edition of the Australian Digital Inclusion Index between 2016 and 2021.
- Digital connectivity continues to be an issue in regional South Australia that is limiting economic growth and severely impacting the overall wellbeing and liveability of regions, thereby having flow-on effects in areas such as population attraction and retention, workforce skilling and provision of adequate housing. Digital connection is increasingly becoming an essential service in the same way as provision of electricity and water.
- Regional areas have historically had poor digital connectivity options as commercial telecommunications infrastructure and retail providers are reluctant to invest due to the low rate of commercial return on the investment. Large scale infrastructure projects in the regions have had to be subsidised by government co-investment in order to proceed.
- South Australia has very low regional populations and low population density, with very few large regional centres (the majority are below 5,000 people) compared to other states, such as New South Wales (NSW) and Victoria. Therefore, this state is lagging behind other states, where commercial investment has been larger and state governments have been able to prioritise funding to supplement the Commonwealth Government's initiatives.
- The Government of South Australia has invested in mobile black spots through the \$10 million Mobile Phone Black Spot Fund and the Department for Education's \$86.6 million partnership with Telstra to provide high-speed connectivity to public schools and preschools.
- By comparison, the Victorian Government is investing in better mobile coverage and broadband through its \$550 million Connecting Victoria program to enable businesses to take advantage of digital opportunities, with \$73 million in funds granted specifically to NBN Co for digital connectivity upgrades.
- The NSW Government is investing \$400 million in a regional digital connectivity program aiming to improve telecommunications infrastructure in under-served regions of the state.
- The Government of South Australia welcomes the Commonwealth Government's continued investment in digital connectivity. However, at present, there has been no clarification of whether the \$600 million of announced funding includes the committed funding for a final round of the Mobile Black Spot Program and any further funding of the Regional Connectivity Program, or whether new programs will be designed to address the stated objectives.

- In addition, details have not yet been released about how and what data will be gathered under the independent national audit of mobile coverage, how it will be used / presented and whether states and territories will be given access.
- The Government of South Australia and regional stakeholders are very interested in accessing the data produced from the national mobile coverage audit to gain a better understanding of mobile coverage gaps in the state and contribute to the design of future Commonwealth Government digital connectivity funding programs, to ensure that regional areas benefit from more targeted investment than has been the case in the past.

Out of scope



Regional South Australia

The economic profile of South Australia's regions

The economic contribution of South Australia's non-metropolitan regions was around \$31.2 billion in 2020-21. This accounted for 26 per cent of the state's Gross State Product (GSP), which was \$117.7 billion (in current price terms).

The largest non-metropolitan regions in South Australia in terms of Gross Regional Product (GRP) are the Limestone Coast and the Murray and Mallee (both \$4.7 billion), while the smallest region is the Fleurieu and Kangaroo Island (\$2.3 billion).

Table 8.1: Gross Regional Product (\$ million) — 2020-21

	Adelaide Metro Area	Adelaide Hills	Barossa, Light and Lower North	Fleurieu and Kangaroo Island	Yorke and Mid North	Murray and Mallee	Limestone Coast	Eyre and Western	Far North
Agriculture, forestry and fishing	820	273	484	375	992	1,105	1,004	616	140
Mining	1,507	161	68	39	89	46	24	292	2,166
Manufacturing	5,505	226	513	105	334	338	453	187	103
Construction	6,059	282	240	192	286	266	297	239	170
Household services ^(a)	26,873	1,007	1,095	722	1,251	1,199	1,233	1,024	570
Business services ^(b)	18,701	489	472	284	390	440	473	366	192
Goods related services ^(c)	14,885	480	486	313	686	791	738	586	333
Public administration and safety	5,748	125	96	84	160	197	159	148	160
Net taxes in final demand and ownership	6,461	245	279	170	338	353	353	279	309
Gross Regional Product	86,559	3,287	3,733	2,284	4,526	4,735	4,734	3,738	4,144
Regional share of GSP (2020-21)	73.5%	2.8%	3.2%	1.9%	3.8%	4.0%	4.0%	3.2%	3.5%

Source: Based on ABS, Australian National Accounts: State Accounts, 2020-21; Census of Population and Housing, 2016.

Note: Totals may not add due to rounding.

- (a) Household services includes: accommodation and food services; education and training; health care and social assistance; arts and recreation services; ownership of dwellings; and other services.
- (b) Business services includes: information media and telecommunications; financial and insurance services; rental, hiring and real estate services; professional, scientific and technical services; and administrative and support services.
- (c) Goods-related services includes: electricity, gas, water and waste services; wholesale trade; retail trade; and transport, postal and warehousing.

Population and unemployment

The estimated resident population of South Australia's non-metropolitan regions was 512 000 persons as at 30 June 2021. The non-metropolitan population increased by 3 200 persons or 0.6 per cent from a year earlier and accounted for 29 per cent of the total state population of 1.8 million. The Adelaide metropolitan area had an estimated resident population of 1.3 million, which was 100 persons lower than a year earlier. Regional population growth in South Australia has historically been below that of the metropolitan area and other states. Subdued overseas migrant arrivals in 2020-21 due to international border closures has resulted in population growth in the Adelaide metropolitan area being below that of non-metropolitan South Australia.

The population of the Fleurieu and Kangaroo Island recorded the highest percentage growth over the year to 30 June 2021 at 2.1 per cent followed by the Adelaide Hills at 1.7 per cent.

According to the Commonwealth Department of Education, Skills and Employment, the unemployment rate for South Australia's non-metropolitan regions averaged 5.0 per cent in the year to December 2021. This was

below the Adelaide metropolitan area unemployment rate, which averaged 5.7 per cent. In the year to December 2021, the average unemployment rate was lowest in the Limestone Coast region (3.2 per cent) and highest in the Far North region (8.8 per cent).

Table 8.2: Regional population and labour force data^(a)

	Estimated Resident Population ^(b) ('000)	Unemployment ^(c) ('000)	Unemployment Rate ^(c) (%)
Adelaide metro area	1 261.4	37.4	5.7
Non-metro areas			
Adelaide Hills	79.2	1.8	4.2
Barossa, Light and Lower North	75.9	1.6	4.1
Fleurieu and Kangaroo Island	55.5	0.9	3.8
Yorke and Mid North	77.3	2.3	6.5
Murray and Mallee	73.1	1.7	5.0
Limestone Coast	67.4	1.1	3.2
Eyre and Western	56.8	2.0	6.4
Far North	26.9	1.3	8.8
Total non-metro	512.0	12.7	5.0

Source: ABS, Regional Population, 2020-21; Commonwealth Department of Education, Skills and Employment, Small Area Labour Markets, December quarter 2021.

Note: Totals may not add due to rounding

(a) Regional classifications are in accordance with Government of South Australia common regional boundaries.

(b) Estimated resident population is at the end of June 2021.

(c) Unemployment and unemployment rate estimates are averages for the year to December 2021.

Source: State Budget 2022-23, Chapter 8, Regional South Australia

Adelaide Hills, Fleurieu and Kangaroo Island

6
councils

POPULATION
132,206

SIZE
8,663
square kilometres

EMPLOYMENT
42,263

\$5.92b
Gross
Regional
Product

32%
of SA's
dairy
cattle

UP TO
90% of SA's
apples
98% of SA's
berries

Burgeoning
horticulture
industry

Historic townships
Hahndorf,
Strathalbyn, Goolwa
and Port Elliot

Diverse, scenic landscapes
hills, beaches, lakes

Mount Barker
key service and
commercial centre

Tourism
most significant contributor
to economy and employment

Natural wonders of
Kangaroo Island

Adelaide Hills
premium
food and
wine destination

Fleurieu
premier coastal
location for
seasonal
tourism

5 Wine regions + boutique
cidars, beers
and other
beverages

KEY STRENGTHS AND OPPORTUNITIES

Highly diverse economy with strong tourism, agricultural and processing (particularly food and wine value-adding) industries



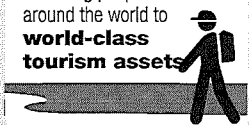
Strong comparative advantage in the arts, culture and heritage industries



Adelaide Hills' rich German heritage and historical townships driving **cultural and culinary tourism**



Premier tourism destination attracting people from around the world to **world-class tourism assets**



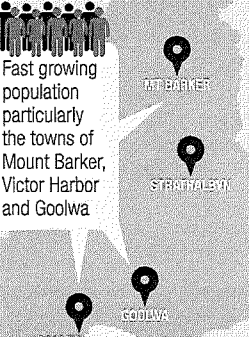
Famous festivals including Langhorne Creek's Out of the Barrel, Goolwa's Wooden Boat Festival, Kangaroo Island's FEASTival, Festival Fleurieu and the Victor Harbor Rock and Roll Festival



Growing commuter population and day tourism between Adelaide and Adelaide Hills



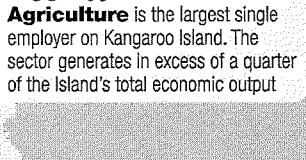
Fast growing population particularly the towns of Mount Barker, Victor Harbor and Goolwa



Agriculture is the largest single employer on Kangaroo Island. The sector generates in excess of a quarter of the Island's total economic output



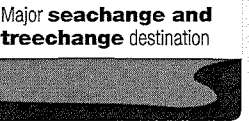
Great Southern Walk
\$6 million for visitor facility



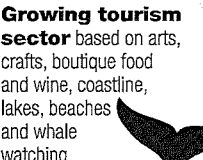
Iconic Kangaroo Island continues to attract tourists to SA



Major **seachange and treerechange** destination



Growing tourism sector based on arts, crafts, boutique food and wine, coastline, lakes, beaches and whale watching



Highly productive agricultural region exporting premium food and wine around the world



Boutique food and wine processors utilising the region's premium produce



Barossa, Light and Lower North

4 councils	 POPULATION 74,905	SIZE 3,145 square kilometres	 EMPLOYMENT 29,098
38% of SA's wine & spirits manufacturing	16% of SA's FRUIT & VEGETABLE PRODUCTS manufacturing	46% SA egg production by value	28% of SA's pigs
\$3.96b Gross Regional Product	Barossa Australia's most globally recognised wine region	Rich agricultural region with reliable rainfall	Excellent connections to national & international markets
Rich heritage & culture	Increasing premium, high tech horticulture	Heysen, Kidman & Mawson Trails & Epicurean Way	Highly skilled trades workforce, strong manufacturing base

KEY STRENGTHS AND OPPORTUNITIES

Highly productive agricultural region exporting premium wine and food globally

Migrating shorebirds and rich mangrove wetlands of high ecological and biodiverse value

Rich German heritage, historical townships and landscapes driving cultural and culinary tourism

University of Adelaide Roseworthy campus ag R&D, veterinary science – incorporating Veterinary Health Centre, Equine Health and Performance Centre, Companion Animal Health Centre

Growing equine industries

Value adding opportunities for the region's strong wine and food base

High technology horticulture e.g. D'Vine Ripe expansion

South Australian Livestock Exchange \$10 million for increased access

Rapidly growing areas of Gawler, Roseworthy and Two Wells

Expansion of covered intensive horticultural land north of the Gawler River

Barossa wine regions – premier worldwide tourism destination

Globally recognised wine brands e.g. Penfolds, Jacob's Creek, Henschke, Yalumba

Robust industry clusters leveraging off the region's assets

Producing premium grain and pulses for the global market

Regional food culture and high value products e.g. Maggie Beer, Carême Pastry, Barossa Valley Cheese Company


Hallmark food and wine festivals e.g. Barossa Vintage Festival, Barossa Gourmet Festival

Northern Adelaide Irrigation Scheme Investment opportunities

Some of the world's oldest vines

Eyre and Western

11
councils


POPULATION
57,730

SIZE
234,937
square kilometres


EMPLOYMENT
24,815

1/3

of SA's coastline

\$4.10b

Gross Regional Product

Unincorporated West Coast


Maralinga Tjarutja Lands and Yalata Aboriginal Reserve

82%
SA's seafood product
exporting globally

Southern Bluefin Tuna, marine finfish, oysters, mussels, abalone



40%
of SA's wheat crop



24%
of SA's barley crop



45%
of SA's
Iron & Steel Manufacturing

Mining fastest growing industry




Globally unique experiences

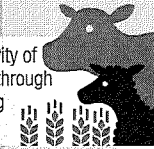
Emerging wine, beer and spirit industries

KEY STRENGTHS AND OPPORTUNITIES

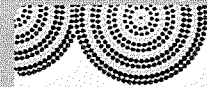
Huge, high quality mineral wealth heavy mineral sands, iron ore, copper, gold, uranium, zinc, nickel, kaolin and graphite



Increasing productivity of grain and livestock through constantly improving farming practices



Maralinga Tjarutja Lands previous nuclear testing site presenting cultural tourism experiences



Highly diverse economy including manufacturing, aquaculture, agriculture, mining and tourism



Tunarama, Oysterfest, Lincoln Week Teakle Classic yacht racing
driving tourism into the EP

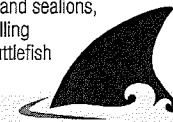


Massive growth in cruise ship tourism
Opportunities to see unique, untouched coastline and experience the Eyre Peninsula

Internationally iconic tourism assets Great Australian Bight, Lincoln and Coffin Bay National Parks, Gawler Ranges



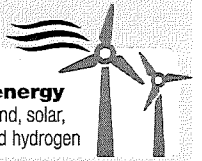
World recognised tourism activities Eyre Peninsula Seafood Trail, cage diving with Great White Sharks, dolphins and sealions, whale watching, snorkelling with Australian Giant Cuttlefish and other sea animals



Leading exporter of grains and oilseeds globally



World-class renewable energy resources wind, solar, wave, biofuels and hydrogen



Opportunities to build on **culinary and indigenous tourism**



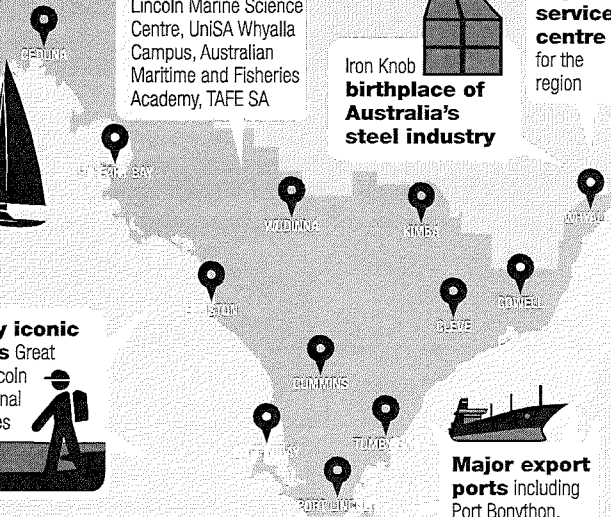
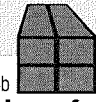
Research and educational establishments

including Minnipa Agricultural Centre, Lincoln Marine Science Centre, UniSA Whyalla Campus, Australian Maritime and Fisheries Academy, TAFE SA



Whyalla **key service centre** for the region

Iron Knob **birthplace of Australia's steel industry**



Major export ports including Port Bonython, Whyalla, Port of Thevenard and Port Lincoln



Port Lincoln - the **'Seafood Capital of Australia'**



Far North

<p>4 councils + OUTBACK COMMUNITIES AUTHORITY</p>	<p>POPULATION 26,365</p>	<p>SIZE 799,850 square kilometres</p>	<p>EMPLOYMENT 14,693</p>
<p>\$8.4b Gross Regional Product</p>	<p>MAJOR SOURCE OF SA'S mineral wealth</p>	<p>Large pastoral properties exporting beef and sheep</p>	<p>Most of SA's mining industry & largest mine, Olympic Dam</p>
<p>80% of SA's land mass</p>	<p>APY remote Aboriginal lands</p>	<p>TOURISM ICONS Flinders Ranges AND THE OUTBACK</p>	<p>70% of the world's precious opal mined</p>
<p>Port Augusta GATEWAY TO THE OUTBACK</p>	<p>defence Woomera Test Range & Cuitana Army Training Area</p>	<p>Moomba Gas and petroleum for 50+ years</p>	<p>tourist tracks BIRDSVILLE, OODNADATTA, STRZELECKI</p>

KEY STRENGTHS AND OPPORTUNITIES

Indigenous heritage presents opportunities in **cultural & environmental tourism**

Supportive training infrastructure for the mining sector – High School Trade Centre, TAFE, private providers operating in the region

APY Lands Opportunities for Indigenous employment, such as North West Pastoral project

Anna Creek the world's largest working cattle station 24,000km²

Strzelecki Track \$135 million sealing project underway

Wilpena Pound Indigenous owned Cultural, environmental, geological tourism

Renewable energy resources, particularly solar, wind and geothermal

Existing and developing major mines – Olympic Dam, Prominent Hill (copper), Moomba (gas), Beverley (uranium)

Dog Fence \$10 million upgrade

Sundrop Farms \$150 million desal-solar arid horticulture development. Global leader in this R&D

Opening of Woomera Prohibited Area to mining exploration

Spencer Gulf Cities providing a more strategic vision for Upper Spencer Gulf cities

Vulkathunha-Gammon Ranges, Witjira, Coongie Lakes and Ranges National Parks

Application progressing for **World Heritage Site** listing of the Flinders Ranges

Strategic transport location Port Augusta is the cross roads of Australia

Australian Arid Lands Botanic Garden

National Sterile Insect Technology (SIT) Facility – leading edge facility to combat fruit fly

Joy Baluch Bridge duplication \$200 million project underway

Home to the largest crane in the southern hemisphere - Max Cranes

Port Augusta Operations New port development in Port Augusta

Significant existing **heavy industry capability and capacity** and supporting industry

Limestone Coast

KEY STRENGTHS AND OPPORTUNITIES

7 councils	 POPULATION 67,365	SIZE 21,000 square kilometres	 EMPLOYMENT 30,355
31% of SA's BEEF CATTLE output	Agriculture, forestry & fishing 24% of the region's output	83% of SA's forestry & logging output	1 4 % of SA's DAIRY CATTLE output
\$3.91b Gross Regional Product	83% of Australia's Lucerne seed production comes from upper region of the Limestone Coast	ICONIC Coonawarra wine region	Rock Lobster INDUSTRY exporting to the world
HISTORIC COASTAL TOWNS SUCH AS Robe	Limestone Coast Leadership Program 43 graduates	WORLD HERITAGE LISTED Naracoorte Caves 61,735 VISITORS ON TOURS IN 2013/14	1 annual irrigation allocation 1.3 million megalitres

Attractive region
to visit, live,
work and raise
a family

**Workforce
Housing**
opportunities
to support
workforce growth

Grow and initiate industries
that sustainably use **natural
resources and
alternative energy**
opportunities

**Highly
productive**
agricultural and
forestry land

Annual **South East Field Days**
at Lucindale attracting an average of
600 exhibitors and 22,000 visitors over
the two-day period

Introduction of
SA's **Marine
Protected
Areas**

UDC - redeveloping old
Safries site, **creating
job opportunities
and new markets**

**Successful
manufacturing**
Kimberly-Clark Australia
manufactures its premium
toilet tissue brand,
Cottonelle, near Millicent

**Timberlink
CLT plant**

**Mount
Gambier
saleyards**

**Penola Bypass -
\$14.6 million**

**University of
South Australia**
\$22m Regional Connections
Project, revolutionising student learning
experiences and enhancing access to
higher education for regional students
across SA. High Speed Fibre connections
to Mt Gambier and Whyalla campuses.

**Wulanda Community
and Recreation Hub**

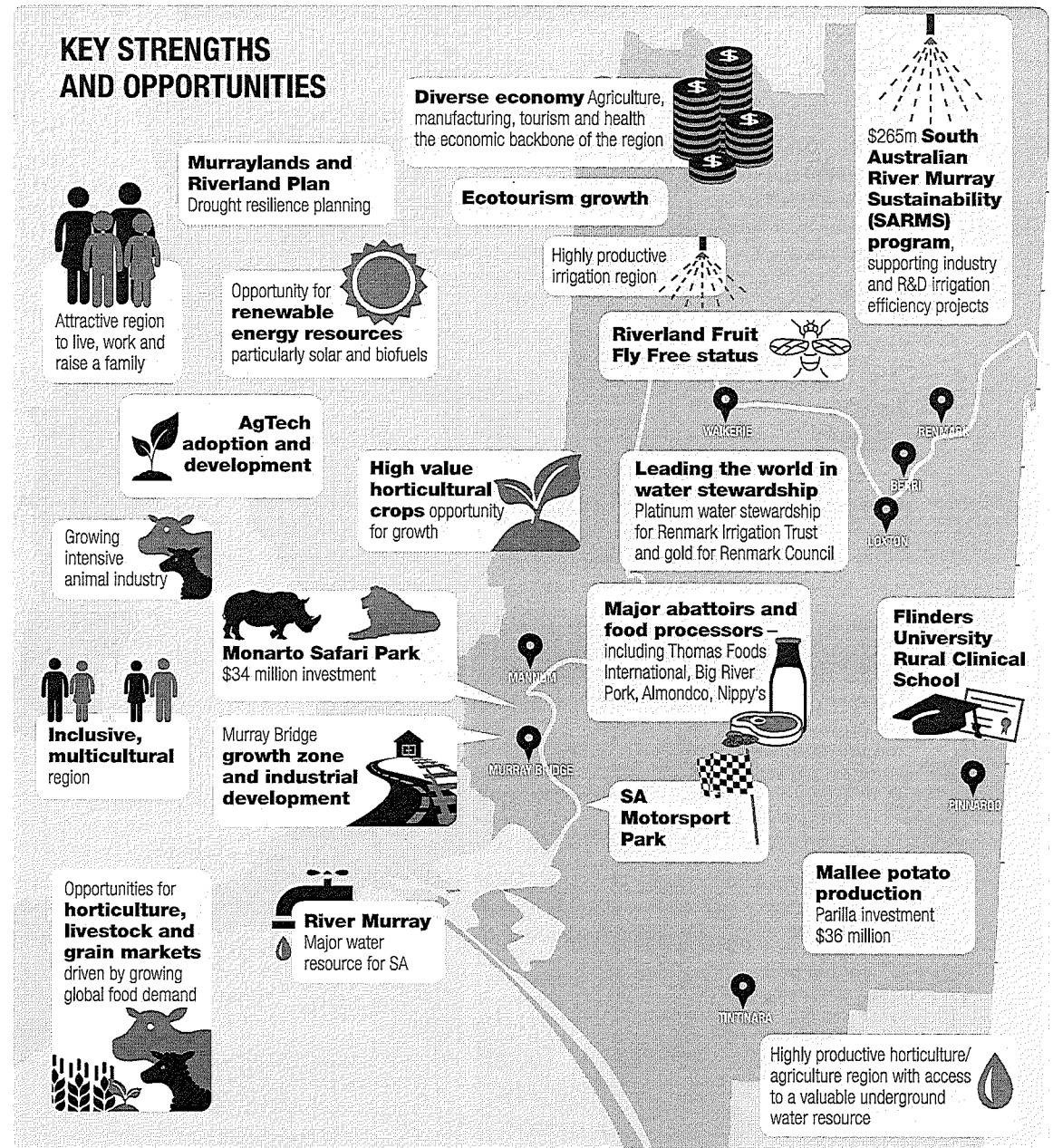
**Potatoes
and onions**
grown in the Limestone Coast,
supplying to Woolworths and
Coles nationally

JBS Australia - lamb
(Bordertown) and Teys
Australia - beef (Naracoorte)
**exporting premium
products to the world**

Murray and Mallee

8 councils	 POPULATION 73,000	SIZE 36,489 square kilometres	 EMPLOYMENT 33,000
\$3.9b Gross Regional Product 2018-2019	River Murray, Lakes & Coorong	1/5 of region's land mass used for cropping	100% of SA's oranges
42% of SA's pig production	24% of SA's vegetable production	Grape and wine 57% of SA's annual grape harvest 25% of Australia's annual grape crush	95% of SA's almonds
6,600 BUSINESSES	Leader in water use efficiency	Strategic transport routes — major interstate road and rail	Berri Estates LARGEST WINERY in southern hemisphere

KEY STRENGTHS AND OPPORTUNITIES



- Diverse economy** Agriculture, manufacturing, tourism and health the economic backbone of the region
- Ecotourism growth**
- Murraylands and Riverland Plan** Drought resilience planning
- Attractive region to live, work and raise a family**
- Opportunity for renewable energy resources** particularly solar and biofuels
- Highly productive irrigation region**
- Riverland Fruit Fly Free status**
- Leading the world in water stewardship** Platinum water stewardship for Renmark Irrigation Trust and gold for Renmark Council
- AgTech adoption and development**
- High value horticultural crops** opportunity for growth
- Major abattoirs and food processors** — including Thomas Foods International, Big River Pork, Almondco, Nippy's
- Flinders University Rural Clinical School**
- Growing intensive animal industry**
- Monarto Safari Park** \$34 million investment
- Inclusive, multicultural region**
- Murray Bridge growth zone and industrial development**
- SA Motorsport Park**
- Opportunities for horticulture, livestock and grain markets** driven by growing global food demand
- River Murray** Major water resource for SA
- Mallee potato production** Parilla investment \$36 million
- Highly productive horticulture/ agriculture region** with access to a valuable underground water resource
- \$265m South Australian River Murray Sustainability (SARMS) program**, supporting industry and R&D irrigation efficiency projects

Yorke and Mid North

11
councils

POPULATION
77,048

SIZE
35,036
square kilometres

EMPLOYMENT
30,325

\$4.12b
Gross
Regional
Product

20%
of SA's AGRICULTURE,
FORESTRY, FISHING
output

23%
of SA's POULTRY
output

42%
of SA's GRAINS
output

70%
of SA's WIND
ENERGY capacity

Grains
\$643m
largest
contribution

Manufacturing
\$242m
second
largest
contribution

20%
of SA's
pigs

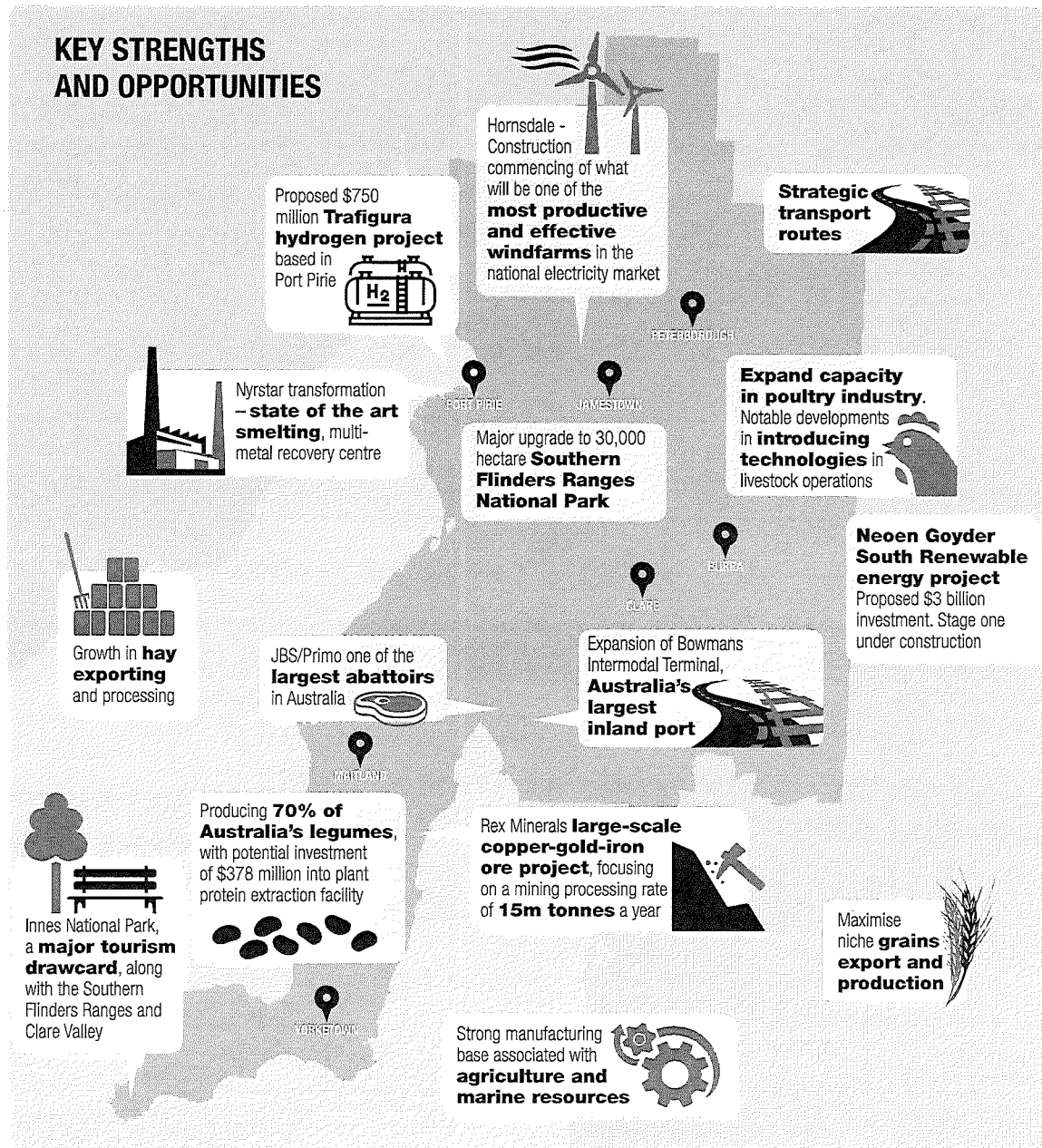
Tourism
SOUTHERN FLINDERS
& YORKE PENINSULA

Iconic Clare Valley
wine region

HERITAGE LISTED TOWNS
Burra & Mintaro

OVER **800km**
of coastline

KEY STRENGTHS AND OPPORTUNITIES





Minute to
Minister for Primary Industries and Regional Development
Minister for Forest Industries



Ref: eA197820

For	Signature
Critical Date	Routine
Subject	Correspondence from Mr Tim Whetstone MP regarding lack of mobile coverage at Five Miles

Synopsis

Mr Tim Whetstone MP, Member for Chaffey, has written to you regarding concerns raised by residents in the Five Miles area about inadequate internet connection and mobile coverage. Mr Whetstone has requested an assessment of digital connectivity in the area and that a proposal to build a mobile phone tower in this location be considered for the next round of mobile black spot funding. A response is provided for your signature.

Recommendations

That you:

1. Sign the attached letter to Mr Tim Whetstone MP, Member for Chaffey.

SIGNED NOT SIGNED

Hon Clare Scriven MLC

**Minister for Primary Industries
and Regional Development**

Minister for Forest Industries

23/10/2022

Ministerial Comments

Background

- In early August 2022, Mr Tim Whetstone MP, Member for Chaffey, wrote to you regarding concerns raised by residents in the Five Miles area about inadequate internet connection and mobile coverage. Mr Whetstone has requested an assessment of digital connectivity in the area and that a proposal to build a mobile phone tower in this location be considered for the next round of mobile black spot funding.
- Funding of digital connectivity is primarily a Commonwealth Government responsibility. However, given the importance of digital connectivity to the state, the Government of South Australia has previously provided some co-investment under the Commonwealth Government's Mobile Black Spot and Regional Connectivity Programs and attempted to influence decisions for investment in priority South Australian locations.

Discussion

- In February 2016, the Commonwealth Government developed the national mobile black spot database of reported black spot locations and this database was further updated in October 2018 through a national call for information about mobile black spot locations. This database was used as the basis for funding applications to the Commonwealth Government's Mobile Black Spot Program.
- A location near the Five Miles area (East Front Road between Mannum and Younghusband) is already listed as a mobile black spot site in the national database.
- Under the previous administration, funding of up to \$80 million was committed to the Commonwealth Government's Mobile Black Spot Program Round 6. However, it is not yet clear whether the program will continue under the current Commonwealth Government.
- The Commonwealth Government announced an election commitment for the establishment of a \$400 million fund to expand multi-carrier mobile coverage along roads, as well as for regional homes and businesses, and \$200 million to continue investing in place-based connectivity projects. At present, there has been no clarification of whether these funds include the committed funding for a final round of the Mobile Black Spot Program and any further funding of the Regional Connectivity Program, or whether new programs will be designed to address the stated objectives.
- The Commonwealth Government has committed \$480 million to expand full-fibre nbn access to regional homes and businesses. As NBN Co is already working to deliver this commitment, it should soon become clear where these upgrades will be delivered in South Australia.
- In addition, the Commonwealth Government also committed \$20 million to commence an independent national audit of mobile coverage in 2022 to establish an evidence baseline to guide future priorities. Details have not yet been released about how and what data will be gathered, how it will be used / presented and whether states and territories will be given access.
- The Government of South Australia and regional stakeholders are very interested in accessing the data produced from the national mobile coverage audit to gain a better understanding of mobile coverage gaps in the state and contribute to the design of future Commonwealth Government digital connectivity funding programs, to ensure that regional areas benefit from more targeted investment than has been the case in the past.

- Until the Commonwealth Government announces its intentions regarding digital connectivity investment, the Government of South Australia is not able to influence the design of any funding programs. It also cannot facilitate partnerships to leverage Commonwealth Government funding, as was proposed in the State Government's response to the 2021 Regional Telecommunications Review.
- The Department of Primary Industries and Regions has been working with the Department of Premier and Cabinet to develop a Digital Connectivity Strategy for South Australia, which will provide an overarching approach to the state's digital connectivity needs and an investment framework to facilitate decision-making. You will be provided a separate briefing detailing this work.
- In summary, the concerns of residents in the Five Mile area about inadequate internet connection and mobile coverage can only be addressed once the Commonwealth Government sets out its agenda for digital connectivity investment. A letter of response to Mr Whetstone explaining this is provided for your signature as Attachment A.

Attachments

- A. Draft letter to Mr Tim Whetstone MP, Member for Chaffey



for

CHIEF EXECUTIVE

Department of Primary Industries and Regions

25/8/2022

CONTACT	Peta Crewe
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DIVISION	Regions SA
MOBILE and LANDLINE	0427 012 510
Cleared by	Executive Director, SMP

eA197820



Government
of South Australia

The Hon Clare Scriven MLC

Mr Tim Whetstone MP
Member for Chaffey
Chaffey Electorate Office
PO Box 959
BERRI SA 5343

Email: chaffey@parliament.sa.gov.au

Dear Mr Whetstone *Tim*

Thank you for your recent letter regarding concerns raised by residents in the Five Miles area about inadequate internet connection and mobile coverage.

I understand the importance of digital connectivity for regional areas, for business and social engagement, and the very real needs of regional residents to be able to contact emergency services. However, I also recognise that funding digital connectivity is primarily a Commonwealth Government responsibility.

Although the Commonwealth Government announced commitments to digital connectivity investment during the Federal Election, at this time details have not been released for any of these commitments. Once this information has been provided, the Government of South Australia will be able to work towards influencing program design to support investment in priority South Australian locations.

To this end, the Department of Primary Industries and Regions has noted the mobile coverage issues in the Five Miles area to inform prioritisation of investment proposals in any future Commonwealth Government mobile black spot funding programs.

Similarly, the Commonwealth Government committed \$480 million to expand full fibre nbn access to regional homes and businesses. It should soon become clear where these nbn upgrades will be delivered in South Australia, and I suggest that the residents of the Five Miles area contact their internet providers to keep informed.

Once again, thank you for writing to me on this important regional issue.

Yours sincerely

Clare Scriven

Hon Clare Scriven MLC
MINISTER FOR PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT
MINISTER FOR FOREST INDUSTRIES

23/10/2022

Minister for Primary Industries and Regional Development
Minister for Forest Industries

GPO Box 1671 Adelaide SA 5001
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Minute to
Minister for Primary Industries and Regional Development
Minister for Forest Industries

Ref: eA198123



For	Noting
Critical Date	Week of 4-7 October 2022 (date of launch)
Subject	Launch of new Telstra mobile base station at Glenburnie in the Limestone Coast

Synopsis

Telstra has completed construction of its new mobile tower at Glenburnie in the Limestone Coast. A launch will be held in the week of 4-7 October 2022 and your office has requested a briefing for you ahead of your attendance at the event.

Recommendations

That you:

1. Note the brief.

NOTED

Hon Clare Scriven MLC

**Minister for Primary Industries
and Regional Development**

Minister for Forest Industries

6/10/2022

Ministerial Comments

Background

- In 2014, the Commonwealth Government commenced delivery of its \$380 million Mobile Black Spot Program (MBSP) over six rounds. Six funding rounds of the MBSP have taken place, including a supplementary round, Round 5A, because not all funds from Round 5 were allocated.
- Under the previous administration, funding of up to \$80 million was committed to the Commonwealth Government's MBSP Round 6. However, it is not yet clear whether the program will continue under the current Commonwealth Government.
- South Australia's \$10 million Mobile Phone Black Spot Fund was established in 2018. The Fund has contributed directly to addressing 45 mobile phone black spot locations in regional South Australia, which are part of the 54 mobile coverage solutions that have been funded with State and Commonwealth Government contributions since March 2018. This outcome represents a total state investment of over \$8.28 million (excluding GST) in mobile infrastructure in regional and remote South Australia.
- Under a direct negotiation agreement between Telstra Corporation Limited (Telstra) and the Government of South Australia, Telstra has delivered a new mobile tower to address mobile coverage issues at Glenburnie in the state's Limestone Coast.
- Glenburnie is located 9 kilometres east of Mount Gambier, about 385 kilometres from Adelaide and adjoins the border with Victoria. Its boundaries align in part in the north with the Glenelg Highway, in part to the south with both the Princes Highway and the Mount Gambier-Heywood railway line, and with the Victorian border to the east.
- Glenburnie is located within the Federal Electorate of Barker, the State Electoral District of Mount Gambier and in the local government areas of the District Council of Grant and the City of Mount Gambier. According to the 2016 Australian Census, Glenburnie has a population of 376 people.
- The District Council of Grant expressed interest in contributing to the delivery of a mobile coverage solution at Glenburnie as part of the process of selecting priority mobile black spot locations for submission for funding under the Commonwealth Government's MBSP Round 5.
- The District Council of Grant considered that a Telstra macrocell solution at Glenburnie would provide reliable mobile phone coverage for key economic and recreational infrastructure located in that area, particularly the Mount Gambier and District Saleyards, the Allan Scott Glenburnie Racecourse and the Borderline Speedway.
- These sites are located on a very busy section of the Princes Highway which provides a major transport route for freight, tourism and commuter traffic between South Australia and Victoria. The Mount Gambier and District Saleyards also abuts Fairbanks Road, part of the Heavy Vehicle Bypass Route around the City of Mount Gambier, from its northern approach to where it intersects the Princes Highway to the east.
- The District Council of Grant argued that provision of the Telstra mobile coverage solution at Glenburnie would provide significant regional growth through services to the above-mentioned key economic and recreational infrastructure:
 - *The Mount Gambier and District Saleyards* is a local government facility, major agricultural precinct and transport hub, owned and operated by the

District Council of Grant. It is the largest cattle selling facility in the Limestone Coast region, with sales of both cattle and sheep over \$120 million per annum, with an estimated economic value in excess of \$350 million. The Mount Gambier and District Saleyards are an integral part of the agricultural economy for the South East of South Australia. Eliminating the mobile black spot at such an important livestock exchange and agribusiness hub will increase productivity, provide effective communications for both buyers and sellers, and will enable emerging and future technologies in relation to livestock selling to be fully implemented. It will enable future development of the facility and support regional growth through the provision of key infrastructure for the vitally important livestock industry.

- *The Allan Scott Glenburnie Racecourse* is the premier racecourse in the Limestone Coast and is home to the Mount Gambier Racing Club's Gold Cup Carnival, touted as one of the region's premier social and sporting events. The importance of this facility to the regional economy, and the tourism and events sector of the state's economy, is reflected in the track's \$3.3 million redevelopment, with \$1.5 million from the Commonwealth Government's Building Better Regions Fund and \$1.8 million from Thoroughbred Racing SA. Reliable mobile phone coverage is essential to capitalise on future opportunities for regional growth stemming from these investments.
- *The Borderline Speedway* is located 8 kilometres east of Mount Gambier on the Princes Highway at Glenburnie and has taken the title as Australia's best speedway. The circuit regularly hosts many blue-ribbon events including Australian Titles, attracting national and international competitors and followers. It hosted the Australian Sprintcar Championships in January 2019, attracting 8,000 people, 80 per cent of whom were visitors and generated an estimated \$2.6 million in economic benefit. Lack of reliable mobile phone coverage had been the source of many complaints from patrons. The ability of patrons and both national and international fans of speedway to follow the action by accessing digital technology is vital to ensuring continued growth for the facility.
- In support of its petition for a mobile base station at Glenburnie, the District Council of Grant agreed to commit \$50,000 towards the project. Consequently, in August 2019, the District Council of Grant signed a Memorandum of Understanding with Telstra for its contribution to the Glenburnie mobile base station. This contribution was reflected in the direct funding agreement signed between Telstra and the Government of South Australia (outside the MBSP scheme) in July 2020 for delivery of a mobile tower at Glenburnie. The mobile black spot solution at Glenburnie is funded as follows (all amounts are GST inclusive):

Telstra contribution	\$275,480
Government of South Australia contribution	\$363,220
District Council of Grant contribution	<u>\$ 50,000</u>
Total project cost	\$688,700

Discussion

- The Telstra mobile tower at Glenburnie has now been completed and went to air on 1 August 2022.
- The Telstra tower will provide large areas of new handheld and external antenna service to Telstra mobile customers and address the mobile coverage issues at the

Mount Gambier and District Saleyards, the Allan Scott Glenburnie Racecourse and the Borderline Speedway, as well as on sections of the highways surrounding the sites. Therefore, the mobile phone coverage solution will enable these local facilities to stay connected and provide connectivity for tourists and users not only at the sites, but when travelling into the area.

Stakeholder / regional impacts, consultation and engagement

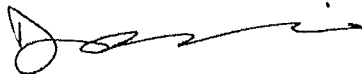
- Delivery of the Telstra mobile coverage solution at Glenburnie will benefit regional businesses, particularly primary producers, and provide connectivity for locals, tourists and visitors attending high profile regional events.

Management of key risks

- Nil.

Legislative and / or financial implications

- Funding of \$330,200 (excluding GST) has been committed from the state's Mobile Phone Black Spot Fund towards the Telstra Glenburnie mobile tower.



CHIEF EXECUTIVE

Department of Primary Industries and Regions

26/9/2022

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