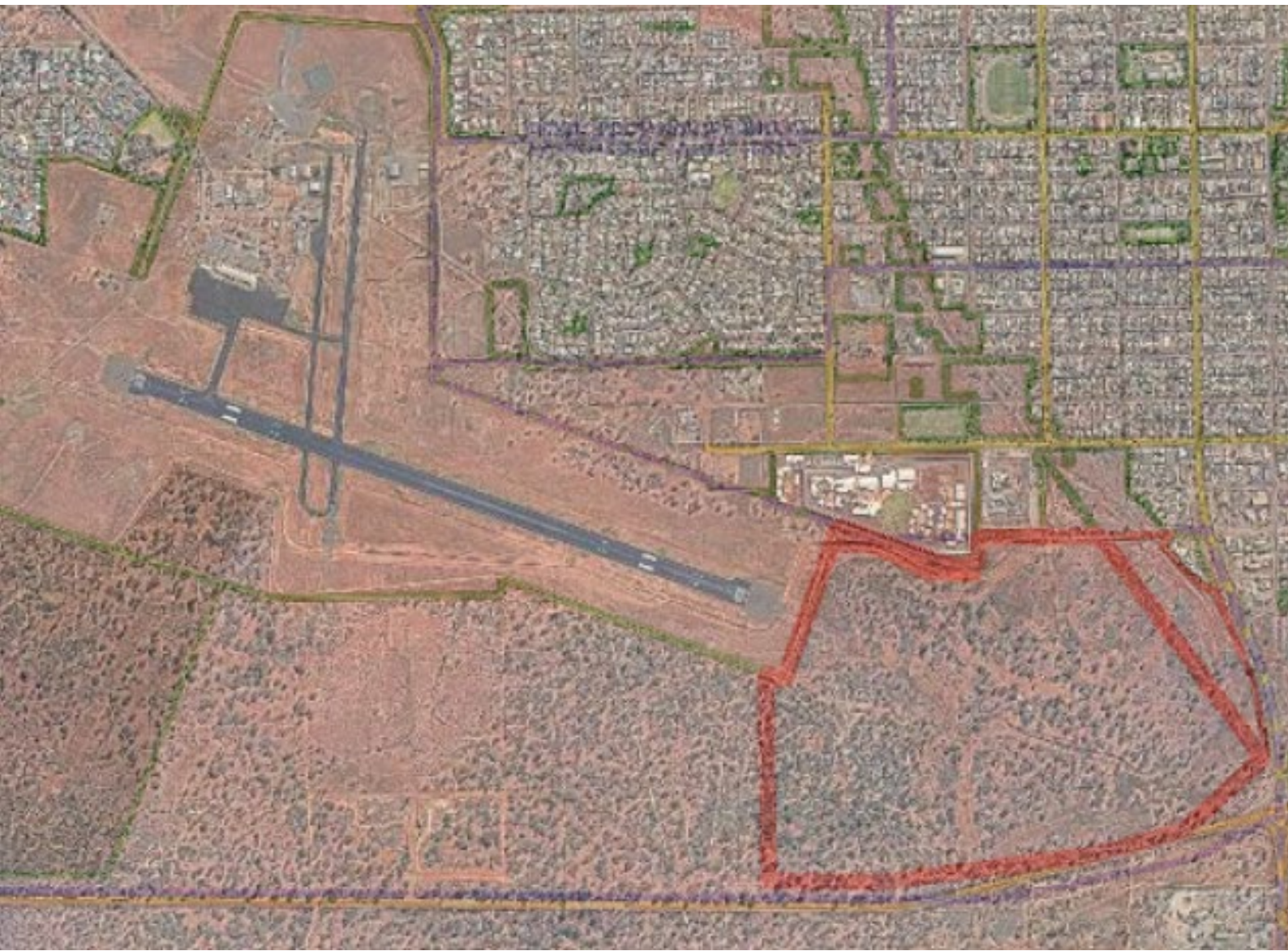




**City of
Kalgoorlie
Boulder**

Expression of Interest

Sub-lease of Land - Renewable Energy



Expression of Interest

Expression of Interest (EOI):	<i>EOI for Sub-lease of Land - Renewable Energy</i>
Deadline:	<i>5pm AWST, Saturday 25 May 2024</i>
Address for Delivery:	<i>Electronically to (preferred) –</i> <i>mailbag@ckb.wa.gov.au OR</i> <i>By hand to –</i> <i>City of Kalgoorlie-Boulder 577 Hannan Street</i> <i>Kalgoorlie WA 6430 OR</i> <i>By post to –</i> <i>City of Kalgoorlie-Boulder PO Box 2042</i> <i>Boulder WA 6432</i>
EOI Number:	<i>23/24 Sub-lease of Land – Renewable Energy</i>

1. City's request

1.1. Introduction

The City of Kalgoorlie-Boulder (**City**) is seeking expressions of interest (**EOI**) for the sub-lease and development of land located at the south-east end of Kalgoorlie-Boulder Airport for the purpose of a solar farm.

The City is seeking detailed expressions of interests from interested respondents in order to assess the best proposal for the sub-lease of the land.

1.2. How to prepare your submission

- Carefully read all parts of this document.
- Ensure you understand the City's requirements.
- Contact the City if you have any questions or would like a site visit.
- Complete the schedules and attach any associated attachments.
- Lodge your submission before the deadline.

1.3. Contact person

Respondents must not rely on any information provided by any person other than the person listed below:

Name: Alex Wiese, Director Development and Growth

Telephone: 08 901 9600

Email: mailbag@ckb.wa.gov.au

1.4. Deadline for submissions

Submissions must be received by 5:00pm on 25 May 2024 (Australian Western Standard Time) (**Deadline**).

Late submissions will not be considered.

The shortlisted submissions will be discussed with each respondent before being presented to Council for consideration at the Ordinary Council Meeting in June 2024 or July 2024.

1.5. Format and delivery of submissions

Submissions can be lodged in any of the following manners:

Electronically (preferred) to: mailbag@ckb.wa.gov.au
Subject: 23/24 Sub-lease of Land - Renewable Energy

Delivered by hand to: 577 Hannan Street, Kalgoorlie
(in a sealed envelope) Labelled: 23/24 Sub-lease of Land - Renewable Energy

By Post to: PO Box 2042
BOULDER WA 6432
Labelled: 23/24 Sub-lease of Land - Renewable Energy

It is a respondent's responsibility to ensure its submission is successfully submitted before the Deadline.

1.6. Selection of preferred respondent(s)

The purpose of this EOI is to enable respondents to formulate their submission to the City and to enable the City to decide which, if any, of the submissions it receives would be most advantageous to the City.

The City:

- is not bound to accept the most financially attractive submission and may decline to accept any submission;
- may discontinue or suspend the EOI process;
- may negotiate with one or more respondents;
- may accept or reject any submission; and
- may call for new submissions or commence a new EOI or alternative procurement process.

1.7. Site inspection

Site inspections can be facilitated on request. It is recommended that respondents inspect the site and become familiar with the location and conditions of the site for the purpose of determining the extent of the work required in order to complete their proposed development.

1.8. Confidentiality

- Subject to legal disclosure and Head Lease requirements, the City will treat as confidential an EOI, and any other written or electronic information or material provided by a respondent in respect of an EOI.
- The legal disclosure requirements include:
 1. the details required to be disclosed under the *Local Government Act 1995* or *Local Government (Functions and General) Regulations 1996*;
 2. the rights of access by members of the public under the *Freedom of Information Act 1992*; and
 3. the rights of access by various agencies such as the Corruption and Crime Commission, the Public Sector Commission and the Department of Local Government and Communities; and under a court order.

1.9. Identity of respondent

The identity of the respondent and the proposed sub-lessee is fundamental to the City. The respondent shall be the person, persons, corporation, or corporations named as the respondent in Schedule 1.

1.10. Respondents to inform themselves

By providing a submission, a respondent shall be deemed to have examined and satisfied itself about:

- the completeness of this EOI and any other relevant information available in writing to respondents;
- all information relevant to the risks, contingencies, and other circumstances in relation to this EOI; and

- the correctness and sufficiency of its submission, including prices which shall be deemed to cover the cost of complying with the due and proper performance and completion of the obligations under any agreement with the City; and
- satisfied itself as to the terms and conditions and its ability to comply.

Submissions are submitted on the basis that respondents acknowledge that:

- they do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending this EOI;
- they do not rely upon any warranty or representation made by or on behalf of the City, its officers, employees, agents or advisers except as are expressly provided for in this EOI, but they have relied entirely upon their own inquiries and inspection in respect of the subject of their submissions;
- the City will not be responsible for any costs or expenses incurred by respondents in complying with the requirements of this EOI; and
- no contractual relationship or other obligation arises between the City and a respondent until the City and the successful sub-lessee formally exchange signed counterparts of a sub-lease (or an option to sub-lease, if applicable). This clause applies despite any oral or written advice to a respondent that a submission is successful or has been, or will be, accepted.

The City will not be liable to any respondent on the basis of any promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a respondent's participation in this EOI process including instances where:

- a respondent is not invited to participate in any subsequent process following completion of this EOI process;
- the City varies or terminates the EOI process;
- the City decides not to contract for all or any of the requirements; or
- the City exercises or fails to exercise any of its other rights under or in relation to this EOI.

1.11. Warranties

By submitting a submission, a respondent warrants that:

- all information contained in the submission is accurate;
- the submission is in all respects an independent submission; and
- in the preparation of the submission, no collusion has taken place between the respondent and any other respondent or, except to the extent specifically disclosed in the submission, between the respondent and any other interested party.

1.12. Acknowledgements

By lodging a submission, the respondent is assumed to have acknowledged the following:

- this EOI is not an offer with the weight of a legal contract;
- this EOI is not a tender and will not necessarily identify a preferred submission or respondent;

- the City is under no obligation in contract or otherwise to any respondent. It may at its discretion deal with any respondent or group of respondents, but those further dealings may not result in any furthering of the EOI or offer to sub-lease and the City is not obliged to progress the process beyond the EOI;
- the City is not liable for any errors, omissions or ambiguities in the information contained in the EOI and accepts no responsibility for loss arising from the EOI document howsoever that loss may occur; and
- the City is not obliged to provide reasons for any decision made or not made relating to the EOI.

2. City's requirements

2.1 Land details

The City has negotiated with the State of Western Australia for the lease of Lot 571 on Deposited Plan 70939 and being the whole of the land comprised in Crown Land Title Volume LR3162 Folio 16 (**Lot 571**) and Lot 568 on Deposited Plan 69966 and being the whole of the land comprised in Crown Land Title Volume LR3160 Folio 520 (**Lot 568**) (**Head Lease**), for the "development, construction, operation and maintenance of a solar farm."

The terms of the Head Lease have been agreed, and the State is in the process of finalising the Head Lease in final form for signing by the parties. The Head Lease is expected to commence on 1 July 2024.

Lot 571 and Lot 568 (**Land**) are located within the Kalgoorlie-Boulder Airport precinct and present an exciting opportunity for the development of a renewable energy project. Kalgoorlie-Boulder is an ideal location for the development of renewable energy projects, with a high solar radiance, a geologically suited environment, high industry electricity demand, and the ability to connect to Western Power's South-West Interconnected System (SWIS) electricity network.

Key characteristics related to the development of solar energy include average daily solar radiation tilted 30 degrees kWh / m² / d of ~6.00.

The Land opportunity complements the planned Wester Power Tender seeking 150mW of reliability services and additional generation in the Goldfields.

Development of the Land for renewable energy will support the City's goals of economic growth and diversification, including through enabling expansion of the mining and Mining, Engineering, Technology and Services (METS) sectors, which are energy intensive and require base load power.

A glare and reflection report, which indicates the solar proposal can proceed, was completed in December 2021, and is available upon request under confidential terms.

The Land is zoned rural, is capable of development for renewable energy purposes, and is consistent with the Kalgoorlie-Boulder Airport Master Plan. Native Title is extinguished.

The Land is provided on an "as is" basis, and subject to any encumbrances listed on the certificates of title to the Land.

2.2 Sub-lease details

Submissions will be submitted, and assessed by the City, on the basis that the sub-lessee will occupy the land the subject of the sub-lease on an "as is" basis.

In order to allow respondents to undertake appropriate due diligence enquiries, the City will consider submissions that include an option to sub-lease for a maximum option period of 2 years.

The City has prepared draft forms of an option to sub-lease, and sub-lease. Copies of the option to sub-lease and sub-lease (which incorporate a copy of the Head Lease) are available upon request under strict confidential terms.

The key sub-lease terms are as follows:

- an initial term of 21 years, and a further term of approximately 21 years (being the further term of the Head Lease less one day);
- the terms of the Head Lease are incorporated, and the sub-lessee is required to comply with all terms of the Head Lease, unless otherwise provided
- the sub-lessee must obtain the insurances required under the Head Lease, including public liability insurance of \$20 million;
- the sub-lessee must provide an appropriate bank guarantee to secure performance under the terms of the sub-lease;
- the sub-lessee must construct the development (namely a solar farm) on the sub-leased premises at the sub-lessee's full cost and expense, including the provision of any necessary services; and
- the permitted purpose under the sub-lease (and the Head Lease) is "Development, construction, operation, and maintenance of a solar farm and Battery Energy Storage Systems (BESS)"; and
- the right for the City to terminate the sub-lease if the development is not substantially commenced within five years.

The City would expect that only minor changes to the option to sub-lease and the sub-lease are required in order to reflect the terms of the successful respondent's submission.

2.3 Local Government Act and Land Administration Act processes

Prior to entering into the option to sub-lease or the sub-lease with the preferred sub-lessee, the City will be required to undertake certain processes in accordance with the provisions of the *Local Government Act 1995*, including the following key provisions and processes:

- section 3.58 which deals with the disposition of property; and
- section 3.59 which requires the City to prepare and publish a Business Plan before it enters into a 'major land transaction'.

Additionally, in accordance with the requirements of the Head Lease, the Minister for Lands must provide its prior written consent to the sub-lease and the option to sub-lease.

In light of the above, there may be a requirement that some details that might normally be considered to be commercial-in-confidence to be divulged to government departments or the public in order for the City to comply with its statutory obligations, and the terms of the Head Lease.

2.4 Other development and statutory approvals

The successful respondent will be fully responsible for obtaining all approvals for the proposed development, including without limitation development approvals.

2.5 Content of submissions

Submissions must provide sufficient detail and depth to allow them to be fully understood and evaluated and for them to be considered or progressed.

Respondents must complete and return schedules 1 to 5.

Submissions that demonstrate local content and First Nations outcomes are encouraged.

Schedule 1

To: Chief Executive Officer
City of Kalgoorlie-Boulder
577 Hannan Street
KALGOORLIE WA 6430

I/We:

- (a) submit this submission in response to, and in accordance with the terms of, the City of Kalgoorlie-Boulder's '**Expression of Interest – 23/24 Sublease of Land – Renewable Energy**'; and
- (b) offer to carry out and complete the requirements described in Part 2, on the terms contained in the schedules and in accordance with the terms of the negotiated option to sublease (if applicable) and the sublease.

I/We warrant that:

- 1. all information contained in this submission is accurate;
- 2. this Submission is in all respects an independent submission; and
- 3. in the preparation of this submission, no collusion has taken place between the respondent and any other respondent or, to the extent specifically disclosed in the submission, between the respondent and any other interested party.

Name of Respondent _____
(full legal name of person or company)

ABN _____

ACN _____

Address _____

Daytime contact numbers: _____

Signed by, or on behalf of, the Respondent _____

Name of person signing on behalf of the Respondent _____

Position of person signing on behalf of the Respondent _____

(BLOCK LETTERS)

Witness Signature _____

Name of Witness _____

(BLOCK LETTERS)

Position _____

Dated _____

If the Respondent is a Corporation the following must be completed

EXECUTED BY

[insert name and ACN]

pursuant to Section 127 of the Corporations Act:

Name of Director

Signature of Director

Name of Director/Secretary

Signature of Director/Secretary

If the Respondent is a partnership all partners must sign this offer

Schedule 2 – General & Corporate Information

Organisation profile and referees

Attach your organisation profile including details of principals (if partnership all names and addresses and trading name if applicable), staffing, principal activities etc.	<input type="checkbox"/> Tick✓if attached
If companies are involved, attach the current ASIC company search extract for each company and include a copy of the latest ASIC annual return for each company.	<input type="checkbox"/> Tick✓if attached
Attach details of your referees. Only give referees for whom you have done work and give examples of the work done for each referee.	<input type="checkbox"/> Tick✓if attached

Agents & Trusts

Are you acting as an agent for another party or trustee of a trust?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details (including name and address, and copy of trust deed and related documents) of the other party or trust as applicable.	<input type="checkbox"/> Tick✓if attached

Financial Position

Are you presently able to pay all your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are granted the sub-lease, will you be able to fulfil the Requirements from your own resources (including without limitation the proposed development) or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes <input type="checkbox"/> No <input type="checkbox"/>
To demonstrate your financial ability to undertake any resulting contract, attach a financial profile (including a profit and loss statement and latest financial return) for you and each of the other proposed contracting entities together with a list of two financial referees.	<input type="checkbox"/> Tick✓if attached

Insurances

Public liability insurance. If required, a copy of the certificate of currency is to be provided to the City within 10 days of being requested.	<input type="checkbox"/> Tick✓if attached
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Schedule 3 – Sublease terms

Details in respect of the sub-lease and the option to sub-lease (if applicable) should be provided.

The City would anticipate that such information would include:

- whether an option to sub-lease will be required; and if required, the proposed option period and option fee;
- the proposed rent under the sub-lease, and the proposed rent review methodology;
- special conditions (if any) to be included in the sub-lease; and
- any variations to the terms of the draft option to sub-lease and/or the sub-lease.

Schedule 4 – Capability

Details in respect of the respondent's capability to deliver the proposed development should be provided.

The City would anticipate that such information would include:

- details of the respondent's recent relevant renewable energy projects;
- the proposed development, including anticipated expenditure;
- project milestones and anticipated delivery dates; and
- evidence of financial capacity to meet the sub-lease obligations and develop and operate the project.

Schedule 5 – Other relevant information

Any additional relevant information should be provided.

The City would anticipate that such information may include community benefits, and local content and First Nations outcomes for the project.

Attachment 1 – Land Location Map

