

2nd September, 2008

Chief Executive Officer,
Cairns Regional Council
PO Box 359
CAIRNS QLD 4870

Dear Sir,

**RE: TERMS AND CONDITIONS OF HALF YEARLY RATE NOTICE –
ASSESSMENT NUMBER 866970**

I refer to your half yearly rate notice Assessment No. 866970 issued on the 8th August, 2008 for LOT: 40 SR PLN: 367, Vixies Road WONGA QLD 4873.

As the sole Director of the company Pinnacle Village Holiday Resort Pty Ltd, (ABN 32 010 064 936) and owner of the above titled land, I *do not* accept the terms and conditions of your notice and furthermore reject the charges for services contracted on the notice.

In respect to this notice, I wish to acknowledge the community outrage that has been expressed at public meetings and local media reports in regards to the extortionate increase in charges to the former Douglas Shire and even more so, the blatant disrespect and arrogance of members of the Council who have opposed our local representative to voice the opinion and views of the people, the very people who elected them into office.

I make reference to the notice, and hereby issue *my First and Final Notice* of terms and conditions for levy and charges and also contract services that will be paid for the half-yearly period July 1st, 2008 through December 31st, 2008 as follows;

1. General Commercial Charges: K-other

The amount levied is \$10956.80 calculated on the valuation of 3200000.00 units. I refer to the Office of State Revenue Land Tax assessment number 77279 issued 27th August, 2008. The *relevant* unimproved value remains at 2933333 units, therefore the amount for General Charges should be calculated upon this true relevant value, and therefore the amount paid will be \$10043.73 for the half-yearly period.

2. Water Access Charge/s - Commercial

The increase in water charges from \$75.90 per unit to \$80.24 per unit is unacceptable as the service has been sabotaged with regards to water pressure and now with the possible introduction of chlorination to a state of the art filtration system that the former Douglas shire ratepayers have already paid millions of dollars to install and operate. No clear or proper explanation has been given for the lack of service at the height of the tourist

season, when it was needed most. We are in one of the highest rainfall areas of the world with major waterways on our doorstep, yet we are denied our natural resources. Therefore, in sympathy with the residents and community, the water access charges are being withheld in trust until such times as we have a guarantee in writing from Council (Cairns Water) by an authorised representative with name, address and contact details, that the water pressure and quality that we are accustomed to from the former Douglas Shire Council will be maintained and that the filtration system will be functional without the use of chlorination.

3. Cleansing Charge/s Commercial

I do not agree to the charges levied (\$4966.22) for the removal of rubbish. Under the Douglas Shire there was a “flexible” agreement with the Council where as during the tourist season, July – September, ALL of our rubbish bins (38) were emptied twice per week. For the remainder of the year in the quieter months, ALL of the rubbish bins were still emptied twice per week, but it was noted that there may only be 8-10 bins instead of the full quota of 38 and thus throughout the year our quota was not exceeded and averaged out over the year. Under amalgamation, we are now not receiving the same service. In fact, it has halved under the new Council and we have had to hire a private contractor to remove the excess rubbish at our expense. Our concerns were expressed to Council but no solution was offered. Furthermore, under private contract, I have established that the rubbish removal services can be done at a much cheaper rate than Council is currently charging, and it should be my right to seek such a contract for the financial and operational benefit of my business. Since I have only received half of our previous service for rubbish removal and significant charges to the business for extra private contract services have been incurred, I agree to pay 50% of the levy at this time and the balance to be paid - less total charges incurred for the private contractor in the period - when a written agreement is in place for the removal of rubbish that are on terms and conditions agreeable to me. If an agreement can not be negotiated accordingly, I reserve the right to hire a private contractor for rubbish removal and do not consent to being levied by Council for the service in the next period.

4. Special Charge – Area Promotion and Wonga Rural fire Charge

The special charges will be paid as per the levy on the notice.

In summary, the total amount being paid for this period under my terms and conditions is as follows;

- General Commercial K-other	\$10043.73
- Water Access Charge	withheld in trust until agreement in place
- Cleansing Charges	\$2483.11 (50% of levy)
- Special Charge Area Prom	\$625.00
- Special Charge Rural Fire	\$17.50

Total being paid for the period \$ 13169.34

Finally, I would like a response in writing within **Fourteen (14) days** from receipt of this notice from the Authorised Representative of the Cairns Regional Council including Full Name, Address and Contact Details, who is to be held liable and responsible for dealing with this matter. If a response is not received within this time, I will assume that Council has accepted the terms and conditions of this notice at which time the levy stated will be paid and the terms and conditions put forward will be carried. And furthermore I do not accept the interest charges of 11% whilst this notice is addressed and do not consent to being charged this interest fee.

Yours Faithfully,



Myles Walter Tenni

Date: 2-9-08

Pinnacle Village Holiday Resort Pty Ltd
Vixies Road, Wonga Beach
QLD 4873

Ph: 07 40987625