



# **AGENDA**

## **Ordinary Meeting of Council**

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**9:30am Wednesday 25 August 2021**

**VENUE:**

Council Chambers

Yarriambiack Shire Council

34 Lyle Street, Warracknabeal Vic 3393

Next Meeting

Wednesday 22 September 2021

Copies of the Yarriambiack Shire Council's Agendas and Minutes  
can be obtained online at [www.yarriambiack.vic.gov.au](http://www.yarriambiack.vic.gov.au)

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## *OUR VISION:*

In consultation with our community, Yarriambiack Shire Council aims to provide a viable, sustainable, and vibrant future.

## *OUR VALUES:*

### Customer Service

- treat our customers with courtesy and respect.
- lead and develop leadership within our community.
- constantly strive to improve our services.
- forge closer relationships with customers.
- investigate matters thoroughly and objectively and keep our customers informed, in plain language, about the process and outcome.
- treat people fairly, with respect and have proper regard for their rights.
- make decisions lawfully, fairly, impartially and in the public interest.
- we are honest, trustworthy, reliable, transparent, and accountable in our dealings.
- we are careful, conscientious, and diligent.
- use public resources economically and efficiently.
- actively pursue positive outcomes for the community

## *CONTINUOUS IMPROVEMENT:*

Continuous Improvement We drive continuous and sustainable improvement in service provision, operational efficiency, and stakeholder relations to create a leading organisation.

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## 1 WELCOME

## 2 ACKNOWLEDGEMENT AND PRAYER

Cr G Massey to open the meeting at 9:30am by acknowledging the Indigenous Community and offering the opening prayer.

### Acknowledging Traditional Owners

'I would like to acknowledge that this meeting is being held on the traditional lands of the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagulk people, and I pay respects to their Elders, both past, present and emerging'.

### Prayer

*Almighty God, without whom no Council can stand, nor anything prosper we ask that you be present and guide us in our deliberations today. We pray that we will be fair in our judgements and wise in our actions and that decisions will be made with goodwill and a clear conscience for the betterment and welfare of the people of Yarriambiack Shire.*

*Amen*

## 3 PRESENT

## 4 APOLOGIES OR REQUEST FOR LEAVE OF ABSENCE

Jessie Holmes – Chief Executive Officer

## 5 CONFIRMATION OF MINUTES

### 5.1 Minutes of the Ordinary Council Meeting of 28 July 2021

Minutes of the ordinary Council Meeting held on Wednesday 28 July 2021 be taken as an accurate record and confirmed.

**Recommendation:**

That the minutes of the Ordinary Meeting of Council held on Wednesday 28 July 2021, as circulated be taken as read and confirmed.

### 5.2 Minutes of the Closed Council Meeting of 28 July 2021

Minutes of the Closed Council Meeting held on Wednesday 28 July 2021 be taken as an accurate record and confirmed

**Recommendation:**

That the minutes of the Closed Council Meeting of Council held on Wednesday 28 July 2021, as circulated, be taken as read and confirmed.

## 6 DECLARATION OF CONFLICT OF INTEREST

Pursuant to Division 2 – Conflict of Interest, of the *Local Government Act 2020* general and material conflict of interest must be declared prior to debate on specific items within the agenda; or in writing to the Chief Executive Officer before the meeting.

A Councillor who has declared a conflict of interest in respect of a matter must;

- a) Disclose the conflict of interest in the manner required by the Yarriambiack Shire Council Governance Rules.
- b) Exclude themselves from the decision-making process in relation to that matter, including any discussion or votes on the matter at any Council meeting or delegated committee, and any action in relation to the matter.

General conflict of interest is if a relevant person has an interest in a matter if an impartial, fair-minded person would consider that the person's private interests could result in that person acting in a manner that is contrary to their public duty

- a) *Private interests* mean any direct or indirect interest of a relevant person that does not derive from their public duty and does not include an interest that is only a matter of personal opinion or belief.
- b) *Public duty* means the responsibilities and obligations that a relevant person has to members of the public in their role as a relevant person.

Material conflict of interest is if a relevant person has an interest in respect of a matter if an affected person would gain a benefit or suffer a loss depending on the outcome of the matter

- a) The benefit or loss incurred may be directly or indirectly

OR

- b) In a pecuniary or non-pecuniary form.

Councillors are also encouraged to declare circumstances where there may be a perceived conflict of interest.

## **7 BUSINESS ARISING**

### **7.1 Business arising from previous Minutes**

### **7.2 Ongoing and Pending Action List**

<b>Council Meeting</b>	<b>Recommendation Action</b>	<b>Action Taken</b>

## **8 PETITIONS**

Nil

## **9 CORRESPONDENCE**

Nil

## **10 SPECIAL COMMITTEES**



## 11 ACTIVITY REPORTS

### 11.1 Mayor's Report

**Prepared by Graeme Massey**

22 July	Joined Liveability Forum WDA via ZOOM
4 August	Chaired Band & Scout Hall Committee Triennial General Meeting in Warracknabeal
5 August	Chaired Showgrounds Reserve Committee Triennial General Meeting in Warracknabeal
11 August	Attended Council Forum
13 August	Joined Fire Services Victoria Meeting with the Deputy Commissioners via ZOOM
17 August	Attended Warracknabeal Action Group (WAG) Meeting in Warracknabeal
24 August	Attended Rural Northwest Health Meeting in Warracknabeal

**11.2 Councillor's Reports****Cr A McLean**

- 9 August      Attended DELWP Grampians Local Government Listening Tour
- 11 August     Attended Council Forum
- 18 August     Attended Community Consultation at Speed  
                    Attended Community Consultation at Woomelang
- 20 August     Attended Community Consultation at Lascelles  
                    Attended Community Consultation at Hopetoun  
                    Attended Community Consultation at Yaapect

**Cr T Hamilton**

- 2 August      Attended Murtoa Big Weekend Meeting
- 11 August     Attended Council Forum
- 13 August     Attended Murtoa Stick Shed Meeting
- 17 August     Attended Puritan Progress Meeting

**Cr K Zanker**

- 8 August      Attended Rural Financial Counselling Meeting
- 17 August     Attended Wimmera Mallee Tourism Meeting  
                    Attended Yarriambiack Chaplaincy Meeting
- 20 August     Attended Western Highway Action Committee Meeting

**Cr C Lehmann**

**Cr C Heintze**

- 4 August      Attended MAV Emotional Intelligence workshop via ZOOM
- 9 August      Attended DELWP Listening Tour via ZOOM
- 13 August     Attended Grampians Central West Waste and Resource Recovery Group board meeting via ZOOM
- 23 August     Attended Regional Recreational Water Users Group Meeting via ZOOM

**Cr K Kirk**

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**11.3 Acting Chief Executive Officer Report****Prepared by Tammy Smith**

- 9 August      Attended DELWP Listening Tour via ZOOM
- 13 August     Joined Fire Services Victoria Meeting with the Deputy Commissioners via ZOOM
- 16 August     Attended Meeting with Lake Marma Committee and Murtoa Pool Committee regarding Pool Carpark upgrade

**Jessie Holmes Attended:**

- 12 August     Wimmera Southern Mallee Regional Partnerships Meeting via Teams

## 12 REPORTS FOR DECISION – OFFICE OF THE CHIEF EXECUTIVE OFFICER

## 13 REPORTS FOR DECISION – DIRECTORATE BUSINESS STRATEGY AND PERFORMANCE

Organisational Performance Responsibilities	Corporate Services Responsibilities
<ul style="list-style-type: none"> <li>Human Resources</li> <li>Customer Service</li> <li>Executive Assistant to CEO</li> <li>Records (Information Management)</li> <li>Information Communication Technology</li> <li>Governance</li> <li>Risk</li> <li>Audit and Planning</li> <li>Occupational Health and Safety</li> <li>Corporate System Administration (Happy HR, AvePoint, RelianSys, Learning Management System)</li> </ul> <p>Manager Organisational Performance delegated roles:</p> <ul style="list-style-type: none"> <li>Return to Work Coordinator</li> <li>Freedom of Information Officer</li> <li>Privacy Officer</li> <li>Welfare Officer</li> </ul>	<ul style="list-style-type: none"> <li>Payroll</li> <li>Accounts Payable</li> <li>Procurement and Contracts</li> <li>Debtors</li> <li>Insurance</li> <li>Rates</li> <li>Corporate Planning (Performance Reporting)</li> <li>Media and Communications</li> <li>Corporate System Administration (Property, Rating, Animal Management, Infringement, Financial, Happy HR Payroll, Website)</li> </ul> <p>Manager Corporate Services delegated role:</p> <ul style="list-style-type: none"> <li>Principal Accounting Officer</li> </ul>

### 13.1 Draft Council Plan

Prepared by Tammy Smith, Director Business Strategy and Performance

#### SUMMARY

Council must adopt and prepare a Council Plan for the period of at least the next four financial years after a general election. Council must also prepare a Community Vision with an outlook of at least the next 10 years. This document presents both together under the four Strategic Objective areas of; Our vibrant and diverse economy, A healthy and inclusive community, a robust and thriving environment and a Council who serves its community. This draft document also incorporates the Municipal Health and Wellbeing Plan for the second time and the Long-Term Financial Plan.

#### RECOMMENDATION

That Council:

Adopt the Draft Long-Term Community Vision, Council Plan 2021-2025 and Long-Term Financial Plan that was out to public exhibition and consultation from Thursday 24 June 2021 to Friday 20 August 2021 as per Council's Community Engagement Policy.

#### ATTACHMENTS

[\*Attachment: Draft Yarriambiack Council Plan 2021 - 2025\*](#)

#### DISCUSSION

The Draft Council Plan 2021-25 incorporating the Community Vision, Public Health and Wellbeing Plan, Long Term Financial Plan and Community Engagement Policy comes to Council for endorsement after undertaking a community consultation process, in accordance with Council's Community Engagement Policy.

The Draft Council Plan and accompanying documents presents four overarching strategic objectives to guide Council's direction over the next four years.

The Draft Council Plan and accompanying documents have been prepared following extensive community consultation throughout February, March and April and reflect the themes that were apparent across the Council.

The Municipal Health and Wellbeing Plan has been incorporated into the Council Plan for the second time and through the DFFS and Wimmera Primary Care Partnership Liveability Forums, agreed Wimmera themes have been incorporated including reducing incidents of Gendered Violence, reducing tobacco and alcohol consumption and providing a healthy climate.

Critical partnerships with service providers and key stakeholders sit behind these reports which have given a great foundation for Council to continue to work towards prevention, early intervention and population health outcomes.

Our newly adopted Community Engagement Policy has shaped the way we have put this document together.

The Community Vision and the long-term financial plan embedded with the Strategic Resource Plan demonstrates how Council will achieve the strategic objectives of the Council Plan through finance and staffing resources.

The four overarching strategic objectives are:

- Our vibrant and diverse economy
- A health and inclusive community
- A robust and thriving environment
- A Council who serves its community

These four objectives are reflective of what our community said was important and responds to our key challenges through longer term priorities and an annual work plan of actions to report against. Key measures from audited sources will be used to monitor progress against what success looks like.

### **RELEVANT LAW**

The requirement for a Council Plan, 10-year Community Vision, 10-year Long Term Financial Plan are set out at Part 4, Division 1 Planning and Financial Management of the *Local Government Act 2020*. The requirement for Council to have a Public Health and Wellbeing Plan is set out in the *Public Health and Wellbeing Act 2008*.

### **COUNCIL PLANS AND POLICIES**

The Council Plan is the overarching Plan that sets the strategic objectives for Council over the four-year term. The objectives are used to drive the development of other plans, policies, services and activities undertaken by Council.

### **RELATED COUNCIL DECISIONS**

On 22 June 2021, Council adopted the recommendation "That Council adopt the Draft Long-Term Community Vision, Council Plan 2021-2025 and long-term Financial Plan to go on exhibition to the public for consideration as per our adopted Community Engagement Policy".

### **OPTIONS**

1. Council could adopt the Council Plan in final, if satisfied the deliberative engagement principles of the Community Engagement Policy had been met.
2. Council could opt to not endorse the Draft Council Plan and request that further deliberative engagement occur. In accordance with the *Local Government Act 2020* requirements, Council has until 31 October 2021 to adopt the Council Plan.

### **SUSTAINABILITY IMPLICATIONS**

The Council Plan is the overarching document that sets the strategic direction for Council operations. It determines the priorities, how they will be resourced through finance and staff and has clear measures for success in meeting the objectives.

The Draft Council Plan has objectives for growing the economy through diversification, strengthening the environment through a range of measures that combat emissions and waste recovery, concentrating on delivering community wellbeing services that are critical to our townships health and ensuring that Council serves the community in all aspects of governance.

### **COMMUNITY ENGAGEMENT**

Extensive community consultation was undertaken with over thirty community sessions held across fourteen townships through day and evening meetings with approximately 200 residents attending.

Hard copy surveys were sent to all households and made available online with 356 responses received and collated.

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Targeted online stakeholder meetings with Youth, Seniors, state health, education and government representatives.

The draft Council Plan 2021-2024 was placed on public exhibition from 24 June to 20 August 2021.

Draft Council Plan pop-up sessions were scheduled across the Shire, providing municipal residents the opportunity to provide feedback on the draft Plan in person. The sessions were scheduled as follows:

- Tuesday 6 July at Murtoa Post Office 3:30pm-4:30pm
- Wednesday 7 July at Rupanyup Post Office 9:30am-10:30am
- Thursday 8 July at Minyip Post Office 3:30pm-4:30pm
- Friday 9 July at Warracknabeal IGA 9:30am-10:30am
- Monday 12 July at Brim McPhersons footpath 3:30pm-4:30pm
- Wednesday 14 July at Beulah Business 3:30pm-4:30pm
- Wednesday 18 August at Speed Post Office 10.00am – 10.30am
- Wednesday 18 August at Woomelang General Store 11.00am – 11.30am
- Friday 20 August at Lascelles Hotel 10.00am – 10.30am
- Friday 20 August at Gateway BEET Hopetoun 12.00noon – 1.00pm
- Friday 20 August at Byrne Street Yaapeet (in front of Garage) 2.00pm – 3.00pm

At the time of writing the report, no public submissions were received on the draft Council Plan.

## GENDER IMPACT ASSESSMENT

The Gender Equality Act 2020 requires entities to conduct gender impact assessments on all new policies, programs and services that directly and significantly impact the public as well as those up for review.

<b>Gender Impact Assessment (GIA)</b>		<b>Status</b>
Does this Council report recommendation		
a) Introduce a new policy, program and/or service; or		YES <input type="checkbox"/>
b) Is it a review of a policy, program and/or service;		A GIA has been completed.
that directly and significantly impacts the public?		NO <input checked="" type="checkbox"/>
		A GIA is not required.
Link to Gender Impact Assessment	GIA – NA	

## RISK

Utilising the Risk Management Framework the following assessment has been made:



<b><i>Strategic Risk Description and Residual Risk Level</i></b>	<b><i>Action to Mitigate/Reduce Risk</i></b>	<b><i>Does Action maintain or reduce Residual Risk Level</i></b>
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low	Council Plan Actions reported against on a biannual basis and reported on by the Mayor on an annual basis as required by the new Act.	Maintains Residual Risk Level
Strategy Execution and Change Management Risk - Residual Risk Level Medium	Operational resources including staff and finance attributed to the Council Plan objectives so they can be achieved.	Maintains Residual Risk Level
Reputational Risk - Residual Risk Level Low	Measures that are independently verified to ensure ongoing targets are being met.	Maintains Residual Risk Level

### **REGIONAL, STATE AND NATIONAL PLANS AND POLICIES**

The Draft Council Plan relies on a number of regional and state plans and policies including:

- Wimmera Mallee Destination Management Plan
- WDA Housing Strategy 2020
- Victorian Government Active Recreation Strategy
- Victorian Government Recycling Victoria

### **CONFLICTS OF INTEREST**

All officers involved in the preparation of this report have declared that they do not have a conflict of interest in the subject matter of this report.

YARRIAMBIACK SHIRE COUNCIL

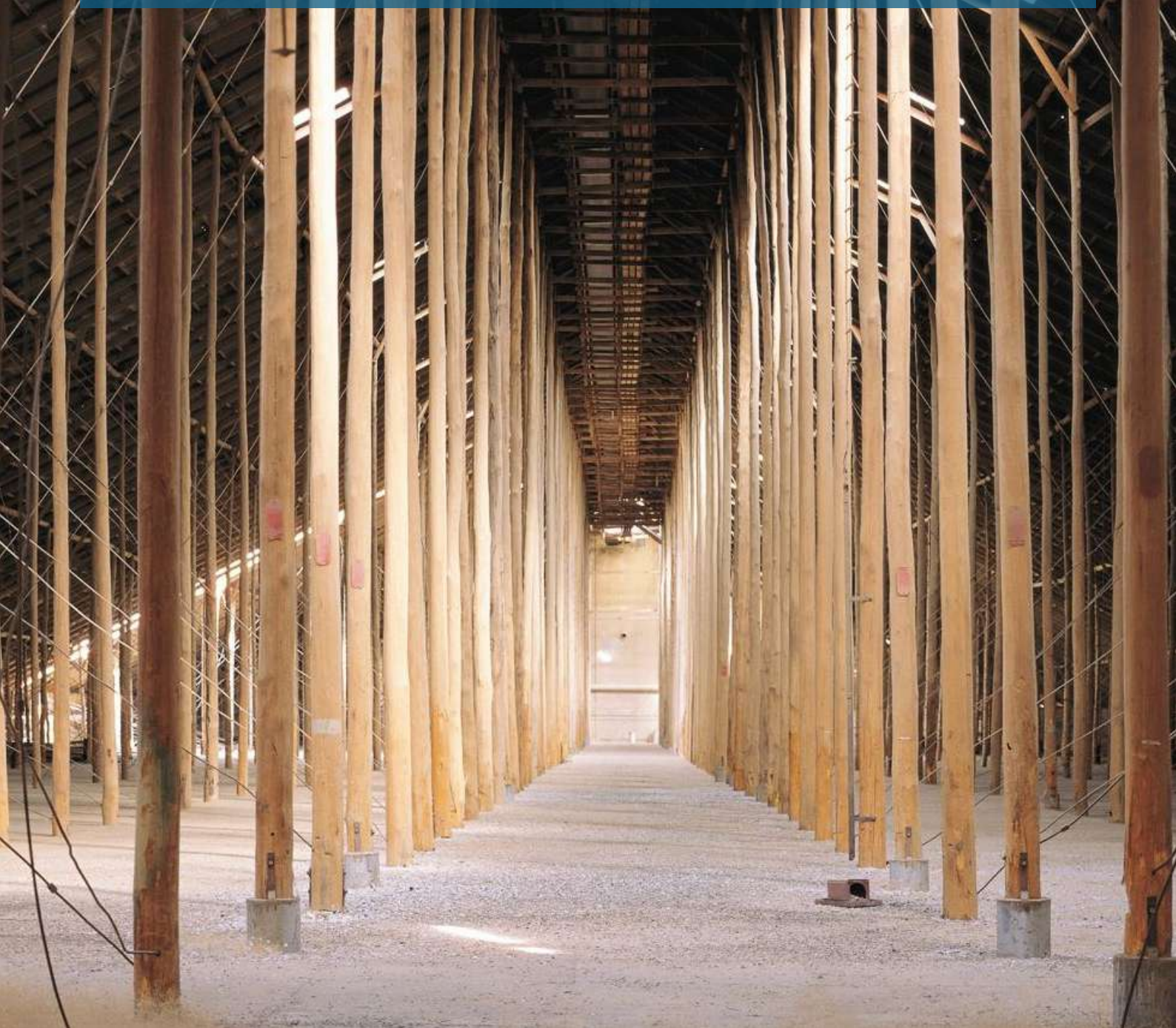
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# COUNCIL PLAN 2021 - 2025

JUNE 2021 - DRAFT



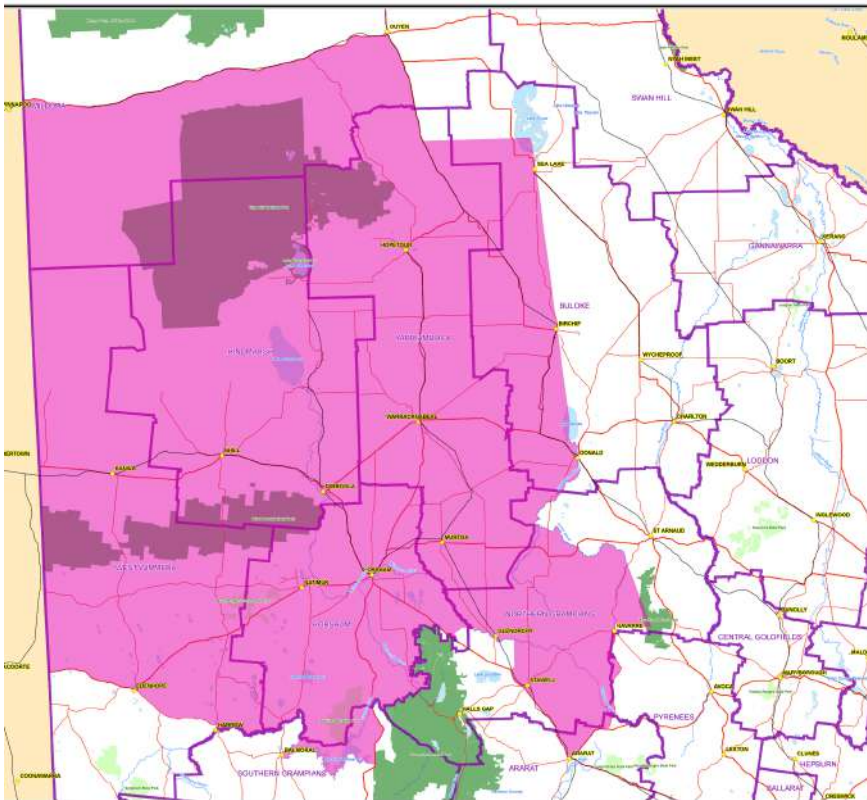
Yarriambiack  
SHIRE COUNCIL





# ACKNOWLEDGEMENT OF COUNTRY

*'We acknowledge that the activities of this Council and Community plan are being held under the traditional skies and in the waterways and lands of the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagulk people, and Council pays respects to their Elders past, present and emerging as the custodians of the environment'*



Traditional lands of the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia and Jupagulk people. Map provided by Barengi Gadjin Land Council.

# RESPECT AND RECONCILIATION STATEMENT

*The Yarriambiack Shire Council declares its commitment to Aboriginal reconciliation, Yarriambiack Shire Council respects and acknowledges the First Nations People, the Wotjoboluk as traditional owners of the land, waterways, and skies on which Yarriambiack Shire Council carries out its functions. We acknowledge the traditional people and the cultural significance and history of the land.*

*Yarriambiack Shire Council is aware of the impact of alienation and other forms of injustice against Aboriginal people and through acknowledgment and understanding of these injustices. Council is committed to redressing them and moving forward together.*

*With respect and collaboration, Yarriambiack Shire Council embraces inclusiveness for our First People and aims to achieve this by working in a respectful and meaningful way.*





# CONTACT COUNCIL



If you would like to receive this publication in an alternative format, please phone Yarriambiack Shire Council on (03) 5398 0100 or email [info@yarriambiack.vic.gov.au](mailto:info@yarriambiack.vic.gov.au).

This document is also available on council's website [www.yarriambiack.vic.gov.au](http://www.yarriambiack.vic.gov.au).

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# COMMUNITY VISION

The Local Government Act 2020 is a principles based Act that ensures Council engages with their community. The Act requires that the Council uses deliberative engagement in the development of a Community Vision.

The Yarriambiack Community Vision will identify and set out the community priorities for the next 20 years and will guide the decision making of Council.

*"A connected rural community who values its land and wellbeing..."*

We will achieve this shared vision through:

- ✓ Supporting agriculture
- ✓ Strengthening business and tourism
- ✓ Staying connected through infrastructure
- ✓ Being a supportive Council
- ✓ Looking after our communities
- ✓ Being environmentally responsible



# A WORD FROM THE MAYOR

On behalf of Council, I am very pleased to present the 2021-2025 Council Plan to the community. We have completely revamped our presentation to reflect our long-term vision and have devised four strategic objectives to assist council with its decision-making to achieve this vision.

The Local Government Act 2020 requires that these objectives be clearly expressed and measurable and reflect the outcomes of our deliberative community consultation process. We engaged our communities by conducting day and night meetings at the fourteen towns, distributing survey forms and holding on-line sessions with targeted stakeholders. The information and ideas expressed by residents have been collated and formatted to align with new strategic goals. Community engagement ensures that Council decisions are well informed.

The Public Health and Wellbeing Act 2008 requires that Council undertake extensive planning to develop a health and wellbeing policy that reflects the needs of our communities. Our health and wellbeing priorities have been incorporated within the four strategic objectives.

Our vision for the next two decades is that Yarriambiack Shire be a connected rural community who values its land and wellbeing. Four strategic objectives will drive this vision. Each objective reflects what our community said was important at the engagement sessions. Each objective sets out the challenges faced, the responses required to address these challenges and how success will be measured.

The strategic objectives are:

- A vibrant and diversified economy
- A healthy and inclusive community
- A robust and thriving environment
- A council who serves its community

Council is committed to building on our strengths to ensure that Yarriambiack Shire is the place where people want to live, play and invest. We are positive that this Council Plan will enable us achieve these goals.



A handwritten signature in dark ink that reads "Graeme Massey".

**GRAEME MASSEY**  
MAYOR



# OUR COUNCILLORS



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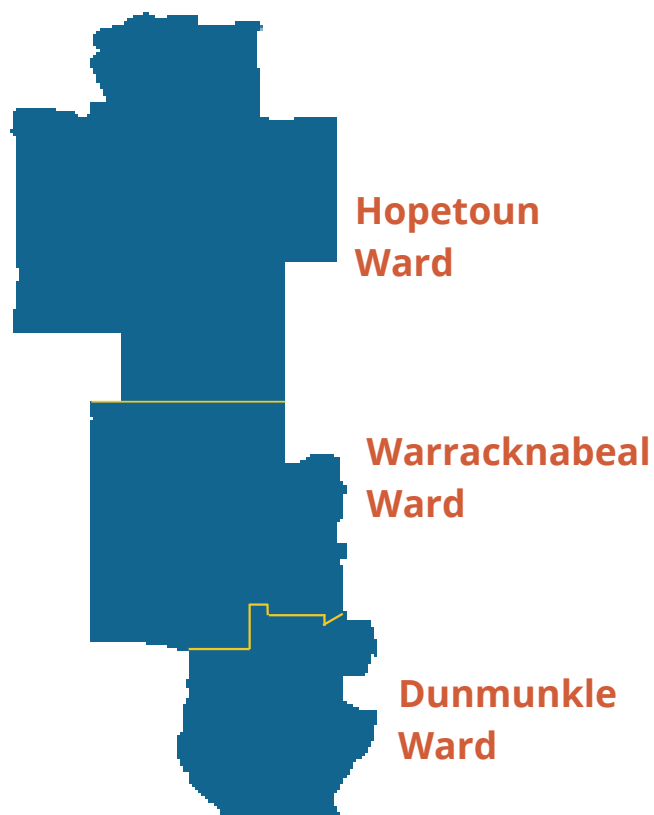
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# THE ROLE OF COUNCIL

The role of a Council is to provide good governance in its municipal district for the benefit and wellbeing of the municipal community.

The Local Government Act 2020 is a principles-based act with the overarching principles centred on governance:

1. A Council must in the performance of its role give effect to the overarching governance principles.
2. The following are the overarching governance principles:
  - a. Council decisions are to be made and actions are taken in accordance with the relevant law;
  - b. priority is to be given to achieving the best outcomes for the municipal community, including future generations;
  - c. the economic, social, and environmental sustainability of the municipal district, including mitigation and planning for climate change risks, is to be promoted;
  - d. the municipal community is to be engaged in strategic planning and strategic decision making;
  - e. innovation and continuous improvement is to be pursued;
  - f. collaboration with other Councils and Governments and statutory bodies is to be sought;
  - g. the ongoing financial viability of the Council is to be ensured;
  - h. regional, state and national plans and policies are to be taken into account in strategic planning and decision making;
  - i. the transparency of Council decisions, actions and information are to be ensured.
3. In giving effect to the overarching governance principles, a Council must take into account the following supporting principles:
  - a. the community engagement principles;
  - b. the public transparency principles;
  - c. the strategic planning principles;
  - d. the financial management principles;
  - e. the service performance principles.

# THE COUNCIL PLAN

The Council Plan is Council's key medium-term strategic plan and should reflect the outcome of deliberative stakeholder and community engagement. The Council Plan describes the organisation's strategic objectives, strategies for achieving the objectives, strategic indicators for measuring progress and the resources required to implement the Council Plan.

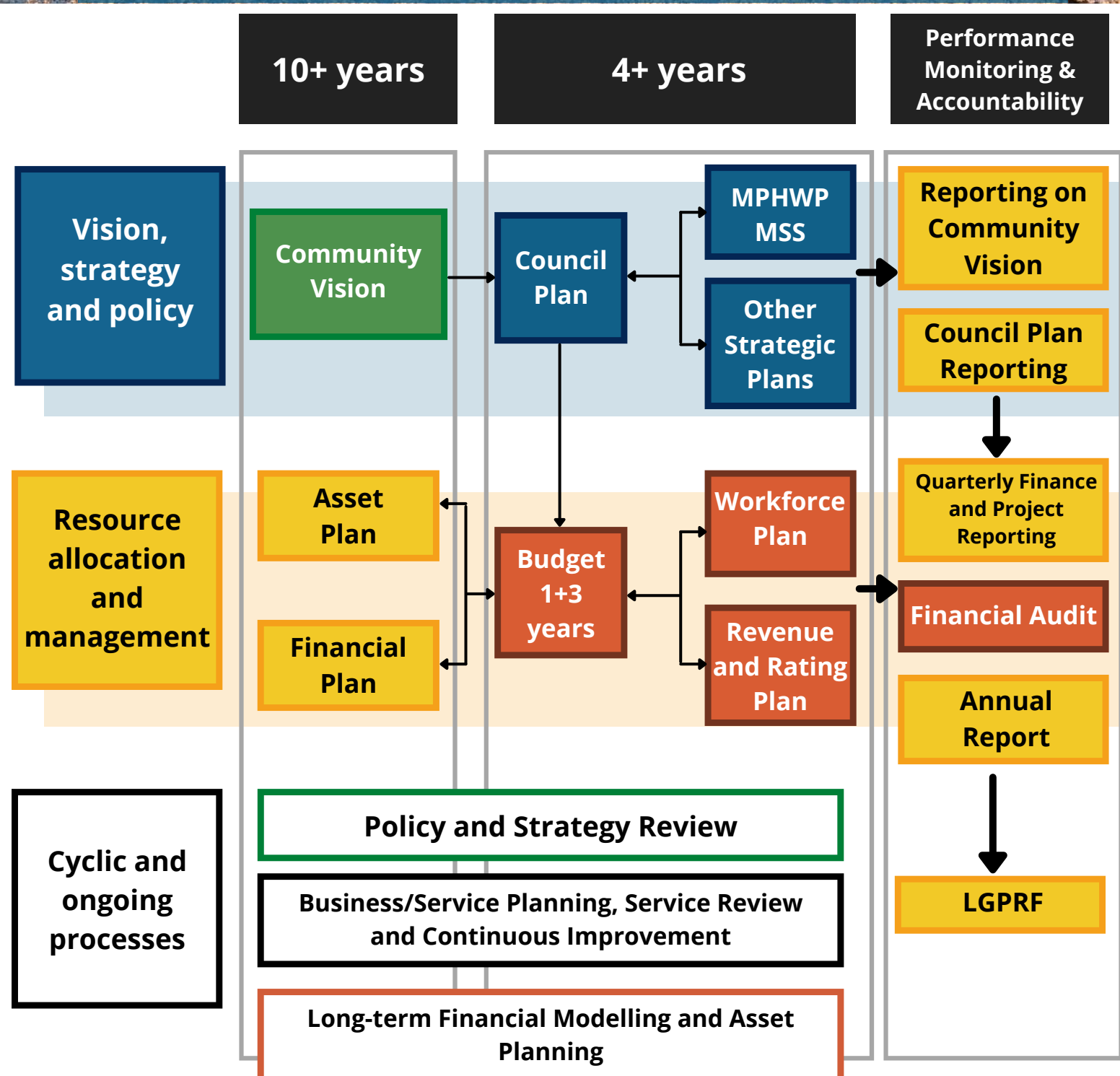
The Local Government Act 2020 requires Council to develop a Council plan with the following inclusions:

1. A Council must prepare and adopt a Council Plan for a period of at least the next 4 financial years after a general election in accordance with its deliberative engagement practices.
2. A Council Plan must include the following:
  - a. the strategic direction of the Council;
  - b. strategic objectives for achieving the strategic direction;
  - c. strategies for achieving the objectives for a period of at least the next 4 financial years;
  - d. strategic indicators for monitoring the achievement of the objectives;
  - e. a description of the Council's initiatives and priorities for services, infrastructure and amenity;
  - f. any other matters prescribed by the regulations.
3. A Council must develop or review the Council Plan in accordance with its deliberative engagement practices and adopt the Council Plan by 31 October in the year following a general election.
4. The Council Plan adopted under subsection (3) has effect from 1 July in the year following a general election.

Effective performance reporting requires Council's strategic objectives to be well-expressed and measurable so that they clearly articulate the outcomes a council is seeking to achieve. Poor expression of strategic objectives can compromise the effectiveness of performance reporting and diminish accountability to the community. Council will need to ensure the strategic objectives and indicators are clearly expressed, measurable and aligned to one another.



# THE COUNCIL PLAN



**MPHWP MSS:** Municipal Public Health and Wellbeing Plan and Municipal Strategic Statement

**LGPRF:** Local Government Performance Reporting Framework

# COMMUNITY ENGAGEMENT POLICY

*Our objective is to actively engage with our community in a genuine, responsive and simple way to ensure the decisions made by Council are well informed.*

This policy will apply to all activities of Council that involve the public in problem-solving or decision making and use public input to make decisions. The Yarriambiack Shire Council 'community' refers to all individuals or groups associated with the Yarriambiack Shire Local Government Area (LGA), including, but not limited to, residents, ratepayers, businesses, and business associations, community groups and organisations, emergency services, schools, and educational institutions and churches.

## When will we engage with our community?

Simple, when the subject affects you or your community group.



We will engage on community planning, visions, council plans and community action plans



We will consult on financial planning, budget, long term financial plans and rating and revenue strategies



We will consult on asset management, service levels and place-based planning.



We will consult on Council policies that impact our community

## Engagement Outcomes

Stakeholders directly engaged in any consultation will be notified directly by email, mail or in person. Results of all community engagement will be placed on Yarriambiack Shire Council website.

This policy applies to Councillors, Council employees, and external consultants engaged by Council. As a broad principle Council recognises the role of Township Progress Associations in engaging the communities with Council.

## What is deliberative community engagement?

Often Council engages passively, that is we ask the community to tell us if they are satisfied with the decisions we are making on their behalf that affect them. Deliberative community engagement differs by putting the processing and exchange of information at the heart of the decision making using small, specifically representative groups who consider the issue at depth.

Deliberative community engagement processes draw on group knowledge and intelligence resulting in better decisions that are supported and accepted by the wider public and increase shared accountability and idea ownership.

## Why is community engagement important?

Effective community engagement with meaningful public participation is an essential foundation of a strong community and promotes active citizenry and a healthy democracy.

Community engagement enables Council to have a closer relationship with its community through an active exchange of information and ideas; promoting shared understanding, innovation and decisions that best represent the interests of our broader community.



# COMMUNITY ENGAGEMENT POLICY

We recognise the value our community brings to understanding problems and risks to develop solutions that are more likely to be effective. In addition to the real life experience that community stakeholders can contribute to decision-making, the credibility of a decision is enhanced when it is the product of an open and deliberative process. Conversely, inadequate community engagement can alienate sections of the community and undermine trust. It is then more likely to result in poorly informed decisions on projects or issues that have a considerable impact on the community or a stakeholder group.

## Who will we engage with?

People who are affected by the issue with valuable and diverse information and experience to inform better decision making.

To achieve effective engagement, it is important to ensure methods are in place to connect with and engage a broad cross-section of our community. Consideration will also be given to providing opportunity for engagement with those who are hard to reach, such as marginalised groups, the disadvantaged and geographically isolated pockets of our community.

## How will we engage with our community?

We will be;

- Transparent with information to allow for informed engagement.
- Timely with information and ways to engage to ensure our community can participate.
- Remove barriers to people being able to engage with Council such as disability or distance.
- Upfront about how much opportunity there is to influence a decision.
- Let our community know how their input has influenced our decision.

### Methods:



Mail



Website



Social Media



Newspapers



Radio



Phone



Email



Meetings



Workshops



Surveys



Pop Ups



Door Knock



Consultations



Posters

### Key priorities to drive better community engagement



Digital Transformation: improved website and live streaming of council meetings



Customer experience: accessibility to information and technology support



Community stories: using plain English and valuing diverse local knowledge



Annual Review

### Measures of success:



Performance Framework



Customer Service Charter



Customer Requests, Feedback and Complaints



Customer Satisfaction Survey

# HOW WE ENGAGE ON THE COUNCIL PLAN

We invited our community members to have their say in the following ways:

- Over thirty community sessions held across our fourteen townships through day and evening meetings with approximately 200 residents attending
- Hard copy surveys sent to all households and an online survey advertised on social media, the Council website and in newspapers with 356 responses received.
- Targeted online stakeholder meetings with Youth, Seniors, Business, Farmers, Health providers, Education providers and State Government representatives.

We received a wealth of material from our community and other stakeholders and thank all who worked with us to identify the key priorities. We acknowledge the time and effort of the community members who attended forums and submitted surveys through the consultation phase. Council is committed to this Council Plan and will continue to seek your views to ensure it remains relevant.

## STRENGTHS



Geographic Location  
Between Melbourne and Mildura



Agricultural Diversity  
Potential for value-add industries



Housing Affordability  
\$179,000 Median house price



Innovative Community Enterprise  
Initiatives contributing to livability



Increased Tourism  
Building on Silo Art Trail



High Rates Of Volunteerism  
Second highest in Victoria



Access to rivers, lakes and weirs  
Recreational activities



High Levels of Community Safety  
Feeling safe where you live

## CHALLENGES



Ageing Infrastructure  
Substantial investment required



Housing Availability  
Lack of quality and availability



Access To Childcare and obtaining  
a provider (No access in Council's  
south)



Higher Education Access  
Extensive travel for face-to-face



Climate Change and Adaptation  
Significant investment required



Access To Transport  
Limited and restrictive



Changing Demographics  
Ageing population



Digital Connectivity  
Poor internet connectivity

# OUR COMMUNITY

6,674 residents



50.5% male / 49.5% female

Median Age = 50 years old

0-4 years

287 (4.3%)

5-14 years

772 (11.5%)

15-24 years

649 (9.7%)

25 - 44 years

1,124 (16.8%)

45 - 64 years

2,021 (30.3%)

Over 65 years

1,831 (27.4%)

7158 KM2 AREA = 1.07KM2 PER RESIDENT

## ROADS AND INFRASTRUCTURE



817kms of sealed roads



4,004kms of gravel and natural roads

59kms of footpaths

87kms of kerb and channel

## ECONOMIC DEVELOPMENT



1,003 Registered Businesses

\$2.5b Gross Regional Product (Wimmera Southern Mallee)



158,000 Visitors to Yarriambiack (2019)

\$15m of building approvals (2019)

## COMMUNITY FACILITIES & SERVICES



15 halls &amp; community centres



14,846 Library catalogue items



26 parks &amp; playgrounds

## COUNCIL SERVICES



121 EFT staff



6,972 rateable properties



1,476 Animal Registrations

## WASTE & RECYCLING



10 Transfer Stations

2,116 tonnes of waste collected per year (3 year average)

565 tonnes of recycling collected per year (3 year average)

## AGRICULTURE



640,655 hectares of agricultural land

1/4 of Victoria's wheat &amp; barley is produced in our shire

574 Agriculture businesses

## AGED & DISABILITY SERVICES



16,512 meals delivered



1,620 hours personal care



6,193 hours domestic assistance

## YOUTH AND EARLY YEARS



17 Youth Councillors



15 FReeZA youth events (3 years)



135 3&amp;4yo Kinder enrollments



# OUR HEALTH AND WELLBEING

## Health and Wellbeing in Yarriambiack

The Public Health & Wellbeing Act 2008 requires that the Yarriambiack Shire Council undertakes extensive health and wellbeing planning in order to develop an informed and contemporary policy that responds to the current and future needs of our communities and environment.

The Act mandates that Council must “seek to protect, improve and promote public health and wellbeing within the municipal district”. In order to ensure Council strives towards contemporary, meaningful and positive health and wellbeing outcomes for communities, all related actions and strategies detailed in this plan will be reviewed every three months in consultation with local Health Service providers. Additionally, actions and progress will also be considered as part of the broader Council Plan review that occurs on an annual basis.

## Community Health Priorities and Integration with the Council Plan 2021/2025

Council considers health and wellbeing as a vital aspect in determining the overall livability of our region. The importance of broader community health is of such significance that key health and wellbeing goals are incorporated within Council’s highest strategic document, the Council Plan 2021-2025. Integration of these goals ensures a continued focus on health and wellbeing across all services within the organisation which ultimately drives positive outcomes.

The health and wellbeing priorities and actions within the Council Plan have been developed through the assessment of various population health data sources, extensive community and stakeholder engagement and with regard to local, State and National public health policy.

## Social Determinants of Health and Wellbeing

A healthy body is more than just being free of disease. Being healthy allows individuals to live a happy, fulfilling and meaningful life.

Specifically, social determinants include:

- Physical health
- Mental health
- Social connection
- Feeling safe
- Resilience

Through our identified health and wellbeing priorities, Council aims to improve the social determinants for all residents living in the Yarriambiack Shire.

# OUR HEALTH AND WELLBEING

While there are a number of determinants that can influence population health and wellbeing, consultation with various stakeholders revealed the following priority areas are of the most significance to our communities:

**Increase gender equity and reduce family violence:** Improve the standards of gender equity and not just equality, while also focusing on reducing the incidence of family violence in our communities.

**Reduce alcohol and tobacco consumption/use:** Reduce the rates of alcohol consumption and tobacco use in the municipality through education.

**Provide a healthy climate for residents:** Provide residents with a healthy and sustainable environment that responds to the impacts of climate change.

These key priority areas are imbedded in the Council Plan strategic objectives. For further information on specific health and wellbeing data at a State, regional and local government level, please visit the Victorian Government's Population Health Survey website

## Livability Indicators

- ✓ 84% of people like the environment and surrounding area that they live in
- ✓ On a rating level of 0-100, residents rated 84 as an indicator of 'how safe I feel'.
- ✓ Only 3% of people consider the level of safety in our local area as 'Poor'.
- ✓ Housing is more affordable, with the median house price being only 21% of the Victorian average.
- ✓ 45% of residents take part in team sports, well above the state average of 29%
- ✓ 89% of residents believe they can get help in the event of an emergency
- ✓ 61% of neighbours regularly chat with neighbours

## Barriers / Challenges

- ✗ Yarriambiack has one of the highest rates of family violence (per 1000 people) in the region.
- ✗ Yarriambiack has a sexual offence rate over three times the State average.
- ✗ Yarriambiack has the highest assault offence in the region.
- ✗ The number of alcohol-related assaults in Yarriambiack is 55% above State average.
- ✗ 27% of residents are obese, compared to the State average of 19%.
- ✗ Only 52% of residents claim they have 'good' access to fresh fruit and vegetables, compared to 81% in Victoria.
- ✗ Residents undertake on average less physical activity than the State average.
- ✗ Days over 35 degrees are more than double that of Melbourne

# STRATEGIC OBJECTIVE 1

## A VIBRANT AND DIVERSIFIED ECONOMY

*"Tap into the increased level of tourists coming through our towns."*

*"We need industry to generate jobs, to halt population decline. Attracting industry to our towns would help with that."*

*"Provide areas for housing development and continue to promote the region."*

### What our community said was important:

- Improved maintenance of roads
- Faster processing of permits
- Improve the art and cultural activities for residents and tourists
- Ensure roadside vegetation is maintained to allow for safe machinery usage
- Land availability and affordable housing options
- Safe and well-maintained footpaths
- Improved gravel supply for road maintenance
- Support existing business and attract new industry
- Access to childcare for working parents
- Increase access to alternate transport modes
- Tourism to stimulate the local community

### Key challenges we face:

- Insufficient accommodation and dining options accompanied by sporadic availability of tourism products is causing low expenditure levels and shorter stay durations.
- Many small and medium businesses within the Shire are unable to focus on business development and innovation on top of day-to-day operations.
- Difficulties attracting skilled labour to grow and sustain business.
- Household internet access rates are low due to inequity in digital infrastructure, service quality and cost.
- Fluctuating funding streams, climate variability such as drought and flood and an increase in weight, size and frequency of freight vehicles has impacted the structural integrity of the rural road network.
- Agriculture is the dominant land use in our Council, but we lack the networks and supports to drive vertical integration and value adding.
- The Shire has minimum opportunities to access public transport which significantly inhibits transit flow into an out of the region for tourists and residents
- A lack of suitable land supply for housing development and a shortage of housing for rental or purchase is impacting on growth



# STRATEGIC OBJECTIVE 1

## A VIBRANT AND DIVERSIFIED ECONOMY

### We're responding by:

- Improving the visitor experience through activities and services available
- Actively facilitating improved accommodation options
- Embedding art related experiences into the community
- Marketing the Silo Art Trail and wider Wimmera Mallee Tourism Experience
- Streamlining business applications made through the regulatory system
- Working with Wimmera Development Association and Small Business Victoria to support our small business network
- Workforce planning and skills gap identification at a local and regional level
- Actively applying for telecommunication Blackspot funding to State and Federal Government.
- Ensuring adequate land supply for residential growth
- Adopting well-informed long-term asset management strategies
- Lobbying for increased funding from State and Federal Governments towards infrastructure
- Consideration of a range of housing supply options to attract and retain residents
- Maintaining a safe road network that reflects our communities' priorities including the movement of agricultural machinery
- Reducing the number of movements on road by transferring freight to rail
- Ensuring land use does not compromise the right to farm
- Partnering with organisations such as Birchip Cropping Group to seek research and extension funding
- Advocating to Regional Roads Victoria for appropriate public transport options
- Developing innovative solutions to provide community transport options with stakeholders.



# 2021/2022 ACTIONS

## A VIBRANT AND DIVERSIFIED ECONOMY

1. Install cabins at Warracknabeal and Hopetoun Caravan Park.
2. Seek funding to implement the Minyip Caravan Park Masterplan.
3. Install camp kitchens in Hopetoun and Warracknabeal.
4. Replace the amenity building at Warracknabeal Caravan Park.
5. Create a calendar of events to assist with marketing and promotion.
6. Provide businesses concierge services and funding through a dedicated monthly newsletter
7. Regional Development Australia Grampians 'For Want of a Worker' Strategy initiatives actively pursued to attract and train the future workforce.
8. Update the Community & Business Directory.
9. Application for 14 affordable dwellings to be built across the Shire through State Big Build funding.
10. Facilitate discussions between business owners to ensure opening hours, goods and services are suitable for consumers.
11. Utilising the Wimmera Southern Mallee Regional Partnership Digital Strategy to identify key areas for improvement and build an advocacy platform.
12. Advocate for equitable access in each township to the premier product for townships from the NBN multi platform technology mix.
13. Advertise the NBN Local community program – inviting NBN to attend community events to provide support and information.
14. Adopt a 10 year Asset Management Plan
15. Partnering with Wimmer Development Association to develop a distributed housing model which makes serviced land available for new homes to be built.
16. Review and set a new Road Management Plan including service levels for road types.
17. Apply for State or Federal funding to upgrade Heavy Vehicle routes.
18. Embed the predominant land use of agriculture into the local planning policy framework through a strategic planning scheme amendment.
19. Support the Birchip Cropping Group extension research into Indigenous planting.
20. Encourage value-adding as a sustainable option for existing products.
21. Seek funding to upgrade a second ramp at the Livestock Exchange.
22. Trial a modified community transport model that utilises existing Council vehicles.
23. Highlight job opportunities for working remotely to attract people to live and work in the Shire.



# KEY OBJECTIVE 1

## A VIBRANT AND DIVERSIFIED ECONOMY

### What success looks like:

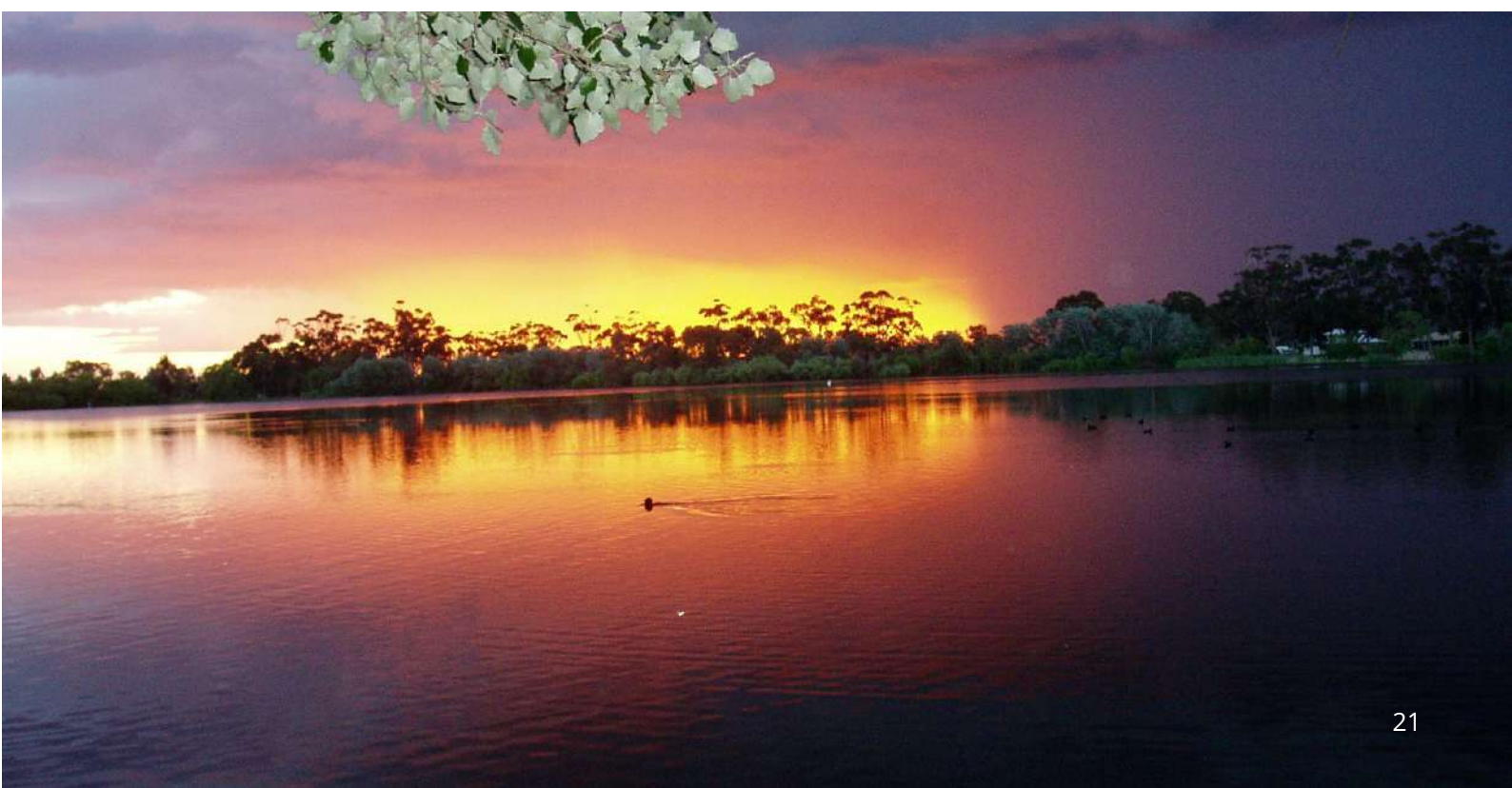
- Increased number of overnight stays in caravan parks
- Increased utilisation of Wimmera Mallee Tourism website
- Increased number of ABN registrations
- Increased number of telecommunication towers in the Shire.
- Customer satisfaction survey reports higher satisfaction with local roads
- Increased public transport usage
- Increased community health transport options
- Gross Domestic Product (GDP) increase through Australian Bureau of Agricultural Resource Economics and Sciences (ABARES)
- Positive media coverage
- Increased number of occupied dwellings

### Supporting Council Services:

- Asset Management
- Land Use Planning
- Building Services
- Economic Development
- Tourism
- Operations

### Relevant Council Plans and Strategies:

- Yarriambiack Economic Development and Tourism Strategy
- Wimmera Mallee Tourism Destination Management Plan
- Yarriambiack Asset Management Implementation Strategy
- Yarriambiack Municipal Strategic Statement



# KEY OBJECTIVE 2

## A HEALTHY AND INCLUSIVE COMMUNITY

*"Greater services for the elderly - transport to appointments out of town and in town transport to access local shopping."*

*"Develop an early learning centre incorporating child care to support working parents within our community. Both during the day and after school care."*

### What our community said is important:

- Increased access to childcare
- Intergenerational activities
- Access to mental health support
- Attracting GPs and specialist health services
- Supporting volunteers
- Engaging youth in activities outside of sport
- Having modern recreational facilities
- Improved handyman support for elderly in their homes
- Support to reduce isolation for our older residents
- Accessibility to health and social events
- Quality of meals available to elderly

### Key challenges we face:

- Our Shire has some of the poorest results in Victoria across the five early childhood development benchmarks.
- Attracting and retaining qualified early years staff in the municipality.
- Lack of coordinated integration across early use programmes and the system is difficult to navigate.
- Youth have access to minimal extracurricular activities and are experiencing extreme disadvantage and hardship.
- Poorer health outcomes for our residents are compounded by accessibility issues and complex funding that result in high service costs in the health sector.
- Tyranny of distance preventing residents to participate in sport or physical activities not locally available.
- Our population is ageing and is already significantly above the state average age resulting in a skewed service delivery model in Positive Ageing.
- The need to ensure that our community can age in a place with a positive experience in housing, employment and activities.
- A changing demographic with the population becoming older is requiring intervention to ensure connectedness and overcome the impacts of isolation.
- Communities are becoming more reliant on volunteers and have an increasingly mature expectation of service delivery that Council must balance with competing priorities.
- A large network of sport and recreation facilities that are being underutilised and are at end of useful life.
- Sport participation above state average with a high reliance on volunteerism in an increasingly governed environment.
- An ageing population in need of passive recreation opportunities are unable to find suitable environments such as accessible walking tracks.
- The pool of volunteers is decreasing and reliance on their services is increasing.



# KEY OBJECTIVE 2

## A HEALTHY AND INCLUSIVE COMMUNITY

### We're responding by:

- Ensuring the appropriate buildings to accommodate early years learning.
- Attracting and retaining quality early years staff.
- Ensuring high levels of engagement and access to the myriad of services available to children, youth and families.
- Attracting funding to support Early Years and Youth activities across the Shire and region.
- Close relationships with the health services located in our Shire and wider regional footprint.
- Partnering with health services to deliver co-current health promotion activities.
- Master planning for future sport and recreation facilities.
- Maintaining a contemporary Sport and Recreation Strategy to ensure appropriate investment of resources.
- Developing strong relationships with key sporting funding agencies and peak bodies.
- Providing opportunities for passive recreation such as accessible walking tracks.
- Supporting volunteers to maintain their high level of service provision.
- Assisting Communities to develop and identify their own development profile through Community Action Plans.
- Recognising the changing demographics and ensuring that service delivery is well-targeted and efficient.
- Raising awareness with our older population about the services available to enable them to remain in the community.
- Ensuring adequate housing diversity and supply for those older people looking for suitable independent accommodation.
- Advocating strongly to remain a provider of Commonwealth Home Support Programme services.
- Implementing a family violence clause into Council's Enterprise Bargaining Agreement providing greater employment flexibility for victims and additional paid leave to protect their physical and emotional health.
- Ensuring that all policy and service decisions are assessed against the gender impact assessment framework ([genderequalitycommission.vic.gov.au](http://genderequalitycommission.vic.gov.au)) to ensure equity and inclusion for all members of the community.



# 2021/2022 ACTIONS

## A HEALTHY AND INCLUSIVE COMMUNITY

1. Expand the Warracknabeal Children's Centre to accommodate the higher demand in kindergarten and childcare.
2. Seek funding for Dunmunkle Early Years and Childcare Centre.
3. Re-engage with health services (post- covid) to embed intergenerational activities.
4. Active involvement with the Regional Partnership Strengthening Children in Communities Program.
5. Seek internal or external funding allocations to provide meaningful playgroup programs to families
6. Encourage the use of Library facilities across the Shire for all children and youth.
7. Deliver short courses that assist Young people to gain employment.
8. Support community initiatives that raise awareness of gender equity and family violence.
9. Support volunteers by coordinating their statutory requirements such as Police Checks.
10. Continue to implement Council's Cigarette Sales to Minors Program to improve retailer compliance and reduce in incidence of tobacco use in our younger demographic.
11. Promote awareness through social media on the signs of family violence and the support mechanisms in place available for victims.
12. Develop masterplans for Murtoa and Warracknabeal Recreation Facilities.
13. Seek funding for the design and development of Murtoa Rabl Park Youth Park, Warracknabeal Pump Track and Hopetoun Skatepark upgrades.
14. Develop a Participation Plan for the Beulah, Brim and Rupanyup Recreation Reserves as part of the 2020 Community Sport Infrastructure Stimulus Funding.
15. Become a Local Government Authority VicSport Member.
16. Continue to assist Sporting Clubs and Community Organisations with funding or grant applications to support sport, active and passive recreation programs, initiatives, or infrastructure.
17. Liaise with communities to ensure all Community Action Plans are up to date.
18. Ensuring representatives from Council attend Progress Association and Consultative Meetings.
19. Promote the Library facilities across the Shire and encourage usage of all resources.
20. Advocate for GP services and specific specialist services to be delivered in place, eg dialysis.
21. Utilise the Words on Wheels Van for the delivery of library items and engage communities as a social interaction space.
22. Annual roadshows with Regional Assessment officer to promote services available
23. Provide appropriate support mechanisms and resources to successfully implement community transport model
24. Implement new client management system to improve our quality of service to clients of the Commonwealth Home Support Program
25. Maintain support and promotion of Council's Access and Inclusion Plan to encourage participation and social connection for residents of all abilities.

# KEY OBJECTIVE 2

## A HEALTHY AND INCLUSIVE COMMUNITY

### What success looks like:

- Increased participation in early years programmes to universal enrolment
- Improvements in Australian Early Development Census data, in one or more development areas
- Increased participation in youth council activities
- Improvement in health determinant data through the biannual Victoria Health survey
- A reduction in the incidence of domestic violence
- Increased participation in sporting clubs
- Level of capital grant funding to improve sport and recreation facilities
- Customer satisfaction survey report higher satisfaction in community development
- Universal access to Commonwealth Home Support Programs
- Annual feedback from Commonwealth Home Support Program clients in survey form
- Number of volunteers supported

### Supporting Council Services:

- Maternal Child and Health
- Playgroup
- Early Years service coordination
- Kindergarten
- Youth
- Community Development
- Libraries
- Sport and Recreation
- Project Management
- Positive Ageing

### Relevant Council Plans and Strategies:

- Municipal Early Years Plan
- Yarriambiack Children and Youth Strategy
- Disability Action Plan
- Community Engagement Policy
- Community Action Plans
- Yarriambiack Sport and Recreation Strategy





# KEY OBJECTIVE 3

## A ROBUST AND THRIVING ENVIRONMENT



*"We need options for waste disposal for farmers that don't have bin pick up."*

*"Recycling needs to be a priority."*

*"The state of the water quality and water management in the creek needs improvement."*

### What our community said is important:

- Improve our waste recycling
- Look at opportunities for hard waste collection
- Make sure our elderly are supported during the heatwaves
- Protect our recreational water
- Ensure all towns have access to recreational or environmental water
- Preserve the native vegetation
- Plant more trees in townships
- Attract more investment for renewables

### Key challenges we face:

- The high costs of waste management are continuing to increase and practices to reduce waste are not having a material impact on the cost to deliver the service or volumes being collected.
- Limited end product markets for recycled products is producing a glut in supply.
- The Shire has high renewable energy resources of wind, solar and biomass but growth investment is limited by poorly integrated grid capacity.
- A drying climate is affecting our agricultural landscape and increasing temperatures have health related impacts on our ageing population.
- Remnant native vegetation is not being preserved causing salinity issues and reducing wildlife corridors.
- Native vegetation is being negatively impacted by climate variability and posing a risk to health.
- High value recreational water supply access creates a strong community and tourism product that is vulnerable in variable climate conditions.

# KEY OBJECTIVE 3

## A ROBUST AND THRIVING ENVIRONMENT

### We're responding by:

- Restoration plans for all closed or soon to be closed landfill pits.
- The rollout of the State Government's circular policy.
- Educating the community about waste recovery opportunities.
- Educating the community about climate resilience.
- Increasing access to heat-reducing treatments such as shade.
- Ensuring robust emergency management strategies for climate events such as fire, floods and heatwaves.
- Working closely with partners in Landcare to increase the area of land under conservation.
- Working with regional partners to ensure an ongoing supply of recreational and environmental water to Yarriambiack Shire waterways and looks at opportunities to increase supply
- Identifying and educating communities around high ecological value landscapes across the Shire.
- Working with stakeholders to strengthen weed and pest management to preserve high ecological value native vegetation.





# 2021/2022 ACTIONS

## A ROBUST AND THRIVING ENVIRONMENT

1. Funding to deliver a glass crusher that reduces waste.
2. Develop a Waste Management Strategy
3. Identify Council's resourcing requirements to implement the Victorian Government's waste reform targets
4. Participate in Municipal Association Victoria Procurement to group purchase green energy offsets to Council's power contracts.
5. Development of an Environmental Strategy
6. Encourage community groups to seek funding to install solar.
7. Install solar on Council-owned – Community-managed buildings.
8. Update the Tree Policy, Tree register and ensure a risk-based approach to tree maintenance across the Shire.
9. Streetscape works targeted at reducing the heat impacts in main street districts.
10. Continue collaboration with Catchment Management Authority for projects that encounter the environmental impacts of roadside weeds and pests.
11. Seek additional environmental water for Minyip and Warracknabeal initiatives.
12. Design Integrated water management systems for the larger townships to ensure preservation of stormwater.
13. Support Yarrilinks and Mallee Landcare in attracting funding to the Shire for environmental projects.
14. Advocate to reduce the grid infrastructure capacity issues.





# KEY OBJECTIVE 3

## A ROBUST AND THRIVING ENVIRONMENT

### What success looks like:

- Reduced volume of waste to landfill
- Universal participation in additional bins
- Rehabilitation of closed landfill sites
- Customer Satisfaction Survey records high satisfaction with waste services
- Increased investment in renewable energy infrastructure
- Improved grid infrastructure and capacity
- Working with regional counterparts to implement the Grampians New Energy Taskforce initiatives through the newly formed Regional Energy Zones
- Utilising renewable energy to power Council assets
- Emission targets identified and implemented over the Council Plan duration
- Volume of recreational and environmental water supply increased
- Socio economic impact of waterways grows annually

### Supporting Council Services:

- Waste and Resource Recovery
- Sustainability
- Project Management
- Emergency Management

### Relevant Council Plans and Strategies:

- Yarriambiack Waste Strategy



# KEY OBJECTIVE 4

## A COUNCIL WHO SERVES ITS COMMUNITY

*"Try new ways for the community to engage with councillors and to provide feedback."*

*"Make better use of the community newsletters to provide relevant information on anything that affects our community."*

*Improve communication to our little towns."*

*"Continue to keep the public in the loop. Highlight what Shire employees do."*

*"Financial management - address the excessive rate burden on farming business."*

### What our community said is important:

- Keep a range of communication options available to customers
- Make sure consultation is accessible including outside business hours
- Value for rates paid
- Advocate for all the communities
- Maintain face to face customer service
- Make sure council is accountable to community requests

### Key challenges we face:

- Our Councillors are required to meet increasing community needs whilst operating in a highly governed legislative framework underpinned by financial constraints.
- Attracting and retaining high quality staff to ensure quality service provision to our community.
- Keeping our community informed about Council through a range of platforms with a changing media landscape and a disparate population.
- Having the plant and materials to deliver the expected services.
- Maintaining a strong governance framework with limited staff resources and expertise in an increasingly governed environment.
- Ensuring a strong advocacy platform on a range of issues that impact our community to ensure we can effectively lobby and maintaining strong stakeholder relationships to leverage Council's advocacy in a fast moving political environment.
- Remaining financially viable within a constrained operating environment and being heavily reliant on external grants and funding to maintain service levels.



# KEY OBJECTIVE 4

## A COUNCIL WHO SERVES ITS COMMUNITY

### We're responding by:

- Promoting continuous professional learning for Councillor development.
- Supporting our Councillors in performing their roles and responsibilities.
- Having a robust Workforce Organisational Plan that supports our culture.
- Promote professional development opportunities for staff
- Improve the functionality and accessibility of customer service to our community both online and in person and ensure it remains contemporary
- Provide a range of communications aligned to our residents and stakeholders needs.
- Remaining focused on reducing outstanding audit and risk items as an all of Council priority.
- Embedding good governance in all decision making made by Council.
- Secure representation on relevant Federal, State, regional and local bodies





# 2021/2022 ACTIONS

## A COUNCIL WHO SERVES ITS COMMUNITY

1. Councillor professional development through forum and peer led education.
2. Councillors to be kept informed about community events/issues and up to date with legislative compliance.
3. Cultural Audit and Workforce Plan carried out to identify skill gaps and training requirements.
4. Develop a Training Matrix/Plan to deliver on skill gaps and training requirements.
5. Action on 'People Matters Survey' to improve gender equality and culture.
6. Ensure performance reviews reflect accountability in all staff roles.
7. Review the risk register at an operational level
8. Monitor, maintain and report on Audit outcomes.
9. Upgrade the Council's website.
10. Strong collaboration between Council and the Audit & Risk Committee including annual interactions with Councils internal and external auditors.





# KEY OBJECTIVE 4

## A COUNCIL WHO SERVES ITS COMMUNITY

### What success looks like:

- Number of professional development sessions attended by Councillors.
- Turnover maintained below 10% - excluding retirements.
- Number of professional development sessions attended by Staff.
- Quarterly meetings with State and Federal politicians and identified stakeholders.
- Number of website visits.
- Number of social media engagements increased.
- Compliance with the governance and management checklist.
- A minimal number of audit actions outstanding.

### Supporting Council Services:

- Governance
- Executive Assistance
- Finance
- Customer Service
- Human Resources
- Media

### Relevant Council Plans and Strategies:

- Media Strategy
- Governance Rules
- Revenue and Rating Strategy
- Annual Budget
- Annual Report
- Long Term Financial Plan
- Workforce Strategy\* (New Strategy 2021)





# 2021 - 2030 LONG TERM FINANCIAL PLAN AND 2021 - 2025 STRATEGIC RESOURCE PLAN

JUNE 2021 - DRAFT



Yarriambiack  
SHIRE COUNCIL



# STRATEGIC RESOURCE PLAN LONG TERM FINANCIAL PLAN

## HOW WE WILL RESOURCE THE COUNCIL PLAN

### Development

The Council's Strategic Resources Plan and Long Term Financial Plan have been prepared in accordance with the requirements of the Local Government Act 2020. The Act requires the Council to prepare and approve a four-year Council Plan, including a Strategic Resource Plan and a ten year Long Term Financial Plan.

### Strategic Resource Plan

The Strategic Resource Plan includes a four-year financial estimate that comprises the standard statements of the Comprehensive Income Statement, Balance Sheet, Statement of Changes in Equity, Statement of Cash Flows, Statement of Capital Works, Statement of Human Resources, four-year Capital Works Expenditure and a Summary of planned Human Resources Expenditure.

The Strategic Resource Plan identifies the financial and non-financial resources required over the four-year period of 2021- 2025. The purpose of the Strategic Resource Plan is to ensure adequate resources are available to maintain services at levels established by the Council and to implement the Council Plan priorities. It also helps to establish a basis from which to measure Council's adherence to its policies and strategies and to plan for long term financial sustainability for the municipality.

### Long Term Financial Plan

The purpose of the Long Term Financial Plan (LTFP) is to set out Council's objectives and recommendations for ensuring that Council's finances remain sustainable in the long term.

Ultimately, Council's finances are sustainable in the long term only if they are strong enough to allow Council to manage likely developments and unexpected financial shocks without having to introduce substantial or disruptive revenue (or expenditure) adjustments. The Plan expresses in financial terms the activities that Council proposes to undertake over the short, medium and long term and will guide the future strategies and actions of Council to ensure that it continues to operate in a sustainable manner.

In order for a situation to be sustainable both present and future needs must be satisfied. Extending this definition to financial sustainability requires Council to manage its resources so that our financial commitments can easily be met both now and in the future. It ensures equality between generations of ratepayers in that each generation is responsible for the costs of the resources that they consume.

The key documents that Council uses to set its financial direction are:

- The Annual Budget – one year view
- The Strategic Resource Plan – four year view
- The Long Term Financial Plan – 10 year view



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# STRATEGIC RESOURCE PLAN LONG TERM FINANCIAL PLAN

*Effective planning and reporting is essential for demonstrating to the community where Council funds are derived and expended.*

## Yarriambiack Shire Council (Council)

- Has functions and authority conferred on it by the Victorian Parliament
- Provides governance and leadership for the local community through advocacy, decision making and leadership.
- Is accountable to the local community in the performance of its functions, the exercise of its authority and the use of its resources

Council is responsible for many services, facilities, assets and infrastructure, which provide a range of benefits to the community. These responsibilities are undertaken with transparency and accountability by preparing and reviewing our plans in consultation with the community and reporting on our performance on a monthly and annual basis.

Council has adopted a number of key strategic plans that have been considered in developing this Strategic Resource and Long Term Financial Plans. Some of these plans outline Council's vision for improved services to the community and will require investment in infrastructure and additional resources.

One of these plans is the Strategic Resource Plan and the Long Term Financial Plan which Council will review each year.

## The Purpose of the Strategic Resource Plan and Long Term Financial Plan

- Establish a financial framework over the next four years to ensure our strategic objectives, as expressed in the Council Plan, are achieved.
- Provide an assessment of the resources (financial and non-financial) required to accomplish the objectives and strategies included in the Council Plan (non-financial resources are assumed to include human resources and the asset base, which are all referred to in various parts of the Strategic Resource Plan).
- Establish a basis to measure our adherence to policies and strategies
- Plan for the long-term financial sustainability of the shire.

## Borrowings

- Long term borrowing and intergenerational equity
- Future debt level
- Debt principles

## Investment

- Investment principles

## Capital Works

- Asset expenditure
- Asset renewal
- Asset revaluation
- Long term capital plan
- Asset capitalisation
- Asset depreciation

## Council Services

- Service planning and provision
- Rural living

## Rating Strategy

- Rating structure
- Rating differentials
- Property valuations
- Waste service charges

# STATEMENT OF COMPREHENSIVE INCOME

	Forecast					Projections					
	Actual	Budget									
	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
<b>Income</b>											
Rates and charges	12,866	13,040	13,342	13,609	13,882	14,159	14,442	14,731	15,026	15,326	15,556
Statutory fees and fines	169	177	191	195	199	203	207	211	216	220	223
User fees	742	849	873	891	909	927	945	964	983	1,002	1,017
Grants - Operating	10,005	8,890	7,457	7,606	7,758	7,913	8,071	8,232	8,397	8,565	8,693
Grants - Capital	3,818	4,259	1,340	1,340	1,340	1,340	1,340	1,340	1,340	1,340	1,360
Net gain/(loss) on disposal of property, infrastructure, plant and equipment	252	229	299	305	311	317	323	330	336	343	348
Other income	436	445	343	349	355	362	368	375	382	389	395
<b>Total income</b>	<b>28,288</b>	<b>27,889</b>	<b>23,846</b>	<b>24,295</b>	<b>24,753</b>	<b>25,221</b>	<b>25,697</b>	<b>26,184</b>	<b>26,680</b>	<b>27,185</b>	<b>27,593</b>
<b>Expenses</b>											
Employee costs	10,709	11,095	11,024	11,280	11,542	11,812	12,088	12,371	12,661	12,813	13,005
Materials and services	4,871	9,189	5,081	5,258	5,568	5,608	5,803	6,006	6,361	6,434	6,530
Depreciation	5,043	5,200	5,385	5,547	5,713	5,884	6,061	6,243	6,430	6,623	6,719
Amortisation - right of use assets	150	155	159	164	169	174	179	184	190	196	202
Bad and doubtful debts	1	1	1	1	1	1	1	1	1	1	1
Contributions and donations	563	727	682	695	708	722	736	750	764	779	791
Borrowing costs	0	2	2	2	1	1	1	1	1	0	0
Finance Costs - leases	20	20	20	20	20	20	20	20	20	20	20
Other expenses	1,584	1,887	1,426	1,474	1,524	1,576	1,629	1,685	1,743	1,802	1,829
<b>Total expenses</b>	<b>22,941</b>	<b>28,275</b>	<b>23,780</b>	<b>24,440</b>	<b>25,246</b>	<b>25,797</b>	<b>26,518</b>	<b>27,260</b>	<b>28,170</b>	<b>28,667</b>	<b>29,097</b>
<b>Surplus/(deficit) for the year</b>	<b>5,347</b>	<b>-386</b>	<b>65</b>	<b>-145</b>	<b>-493</b>	<b>-576</b>	<b>-820</b>	<b>-1,077</b>	<b>-1,491</b>	<b>-1,482</b>	<b>-1,504</b>
<b>Other comprehensive income</b>											
Net asset revaluation increment /(decrement)	500	500	500	500	500	500	500	500	500	500	500
<b>Total comprehensive result</b>	<b>5,847</b>	<b>114</b>	<b>565</b>	<b>355</b>	<b>7</b>	<b>-76</b>	<b>-320</b>	<b>-577</b>	<b>-991</b>	<b>-982</b>	<b>-1,004</b>

# COMMENTARY: STATEMENT OF COMPREHENSIVE INCOME

## Income

### Rates and charges

Rates income is the amount that Council will receive as a result of raising rates and related charges on properties each financial year. Other charges included here are charges levied for the kerbside collection of garbage and recycling.

Assumptions:

- Rate capping percentage increase (%) consistent with Consumer Price Index (CPI).
- Waste management charge increases above Consumer Price Index in the first 3 years due to Federal and State Government policy changes.

### Statutory fees and fines

Statutory fees and fines comprise income generated for Council as a result of Federal or State legislation or Council by-laws, including planning fees, building fees and animal registrations.

Assumptions:

- Percentage increase (%) consistent with Consumer Price Index.
- Increased building and planning permits issued from 2021/22 due to pool and spa compliance requirements.

### Grants – operating

These are Federal and State government grants received for operational projects/programs. To be considered recurrent, the grant funding agreement must be for a term greater than two years. Included within this category is the Federal Grants Commission funding, funding for Aged Care and Children's Services and further funding for a wide range of services provided by Council.

Non-recurrent operating grants are those where funding is expected as a once off payment or payments to be received within a period less than two years and for operational purposes.

Assumptions:

- Grants Commission funding has been forecast to increase by Consumer Price Index.
- All other operational grants are forecast to increase by Consumer Price Index.
- Only non-recurrent operating grants included in the 10 year major projects plan are included in the Long Term Financial Plan.



# COMMENTARY: STATEMENT OF COMPREHENSIVE INCOME

## Grants – capital

Recurrent capital grants are grants acquired for a capital purpose to be received for a period of greater than two years. Included in this item are the grants for the Roads to Recovery program.

Non-recurrent capital grants are those where funding is acquired for once off capital projects.

Assumptions:

- It is assumed that the Roads to Recovery program will continue for the life of the Long Term Financial Plan.
- Total value of funding received is spent on capital works projects.
- Only capital grants included in the 10 year Major Projects Plan are included in the Long Term Financial Plan.

## Other income

Other income represents income that cannot be classed into the above categories, and includes items such as reimbursements, interest on outstanding rates and bank investments and contributions from community groups.

Assumptions:

- Interest income is linked relative to the value of cash holdings.
- Other non-specific Council income has assumed an annual percentage increase linked to the increase in average material costs. This includes all reimbursements.

## Expenses

### Employee costs

Employee costs include salary, wages and other costs of employing staff (e.g. WorkCover, superannuation, leave entitlements, industry allowances). Employees are an integral part of the success of Yarriambiack Shire Council. The majority of Council services and programs are delivered through our staff. To manage costs pressures, the Council must continually look at improved ways of delivering services to its community. The Council's current Enterprise Agreement was certified in May 2021, the outcomes from the Enterprise Agreement are reflected in this version of the 10 Year Plan and is a key determinant of employee cost increase.

Assumptions:

- Annual Enterprise Bargaining Agreement increase and performance-based band and level increase for staff.
- Other on-cost movements i.e. superannuation, leave loading, allowances, and staff training.

# COMMENTARY: STATEMENT OF COMPREHENSIVE INCOME

## Materials and services

Payments for materials and services comprises goods and services purchased for the general operations and activities of Council and the cost of non-recurrent operational items funded through Council's major projects budget process. Section 186A of the Local Government Act 1989 remains in effect after 01 July 2021, until Council adopts a revised Procurement Policy. Under the Local Government Act 1989 all service contracts over \$150,000 must be tendered to ensure competitive outcomes. In addition to legislative requirements, the Council has its own procurement framework which meets the quality assurance requirements under AS/NZS ISO 9001:2008.

Financial outcomes are a key consideration in procurement activities; however, the Council also seeks to leverage off other nonfinancial benefits contained in its procurement policy. These include supporting sustainability outcomes in the form of social sustainability and environmental sustainability. The policy direction also seeks to achieve outcomes that benefit local business where applicable.

### Assumptions:

- Annual increase on all contract payments, materials and services.
- Operational resources as identified in the Council Plan.
- Additional resources allocated towards infrastructure maintenance and renewal.
- Increased costs due to changes in the recycling industry.

## Depreciation

Depreciation represents an allocation of the current replacement cost of Council assets over their remaining economic life.

### Assumption:

- Asset and infrastructure modelling has been used to determine depreciation expenditure for the LTTP. The modelling is based on current asset valuations and takes into consideration the forecast capital works and asset disposals.

## Borrowing costs

Finance costs include the interest paid by Council on loans. The budget reflects the movement in the total outstanding loan balance in accordance with Council's borrowings strategy.

## Other expenses

This expense category comprises insurances, audit fees, legal costs, postage, bank charges etc.

### Assumptions:

- Other expenses are expected to increase annually by Consumer Price Index.



# STATEMENT OF BALANCE SHEET

	Forecast					Projections					
	Actual	Budget									
	2020/ 21	2021/ 22	2022/ 23	2023/ 24	2024/ 25	2025/ 26	2026/ 27	2027/ 28	2028/ 29	2029/ 30	2030/ 31
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
<b>Assets</b>											
<b>Current assets</b>											
Cash and cash equivalents	8,536	1,916	1,863	1,759	1,335	1,474	1,470	1,305	963	888	891
Trade and other receivables	3,267	2,000	1,900	1,929	1,957	1,987	2,017	2,047	2,078	2,109	2,140
Other financial assets	232	250	253	255	258	260	263	265	268	271	273
Inventories	1,040	1,000	1,010	1,020	1,030	1,041	1,051	1,062	1,072	1,083	1,094
Investments	4,321	3,366	3,383	3,400	3,417	3,434	3,451	3,468	3,486	3,503	3,521
<b>Total current assets</b>	<b>17,395</b>	<b>8,532</b>	<b>8,409</b>	<b>8,363</b>	<b>7,997</b>	<b>8,195</b>	<b>8,252</b>	<b>8,148</b>	<b>7,867</b>	<b>7,853</b>	<b>7,919</b>
<b>Non-current assets</b>											
Investments in associates, joint arrangement and subsidiaries	200	200	200	200	200	200	200	200	200	200	200
Property, infrastructure, plant & equipment	145,719	155,275	156,054	156,548	157,017	157,032	156,953	156,788	156,394	155,752	155,019
Right-of-use assets	937	950	950	950	950	950	950	950	950	950	950
<b>Total non-current assets</b>	<b>146,856</b>	<b>156,425</b>	<b>157,204</b>	<b>157,698</b>	<b>158,167</b>	<b>158,182</b>	<b>158,103</b>	<b>157,938</b>	<b>157,544</b>	<b>156,902</b>	<b>156,169</b>
<b>Total assets</b>	<b>164,252</b>	<b>164,957</b>	<b>165,613</b>	<b>166,061</b>	<b>166,164</b>	<b>166,377</b>	<b>166,355</b>	<b>166,085</b>	<b>165,411</b>	<b>164,756</b>	<b>164,088</b>
<b>Liabilities</b>											
<b>Current liabilities</b>											
Trade and other payables	1,979	2,060	2,118	2,176	2,237	2,473	2,717	2,968	3,227	3,493	3,769
Trust funds and deposits	29	20	20	20	20	20	20	20	20	20	20
Provisions	3,189	3,251	3,314	3,379	3,445	3,512	3,580	3,650	3,721	3,794	3,868
Interest-bearing liabilities	21	49	49	49	49	49	49	49	49	49	49
Lease liabilities	335	335	335	335	335	335	335	335	335	335	335
<b>Total current liabilities</b>	<b>5,552</b>	<b>5,715</b>	<b>5,836</b>	<b>5,959</b>	<b>6,085</b>	<b>6,388</b>	<b>6,701</b>	<b>7,022</b>	<b>7,353</b>	<b>7,691</b>	<b>8,041</b>
<b>Non-current liabilities</b>											
Provisions	637	650	662	675	688	702	716	730	744	758	773
Interest-bearing liabilities	41	451	402	353	304	255	206	157	108	59	10
Lease liabilities	595	601	607	613	619	626	632	638	645	651	657
<b>Total non-current liabilities</b>	<b>1,274</b>	<b>1,702</b>	<b>1,672</b>	<b>1,642</b>	<b>1,612</b>	<b>1,582</b>	<b>1,553</b>	<b>1,525</b>	<b>1,496</b>	<b>1,468</b>	<b>1,441</b>
<b>Total liabilities</b>	<b>6,826</b>	<b>7,417</b>	<b>7,507</b>	<b>7,601</b>	<b>7,697</b>	<b>7,971</b>	<b>8,255</b>	<b>8,547</b>	<b>8,849</b>	<b>9,159</b>	<b>9,481</b>
<b>Net assets</b>	<b>157,426</b>	<b>157,541</b>	<b>158,105</b>	<b>158,460</b>	<b>158,467</b>	<b>158,406</b>	<b>158,101</b>	<b>157,538</b>	<b>156,562</b>	<b>155,596</b>	<b>154,607</b>
<b>Equity</b>											
Accumulated surplus	80,931	80,545	80,610	80,465	79,972	79,396	78,575	77,498	76,007	74,526	73,022
Reserves	76,495	76,995	77,495	77,995	78,495	79,010	79,525	80,040	80,555	81,070	81,585
<b>Total equity</b>	<b>157,426</b>	<b>157,540</b>	<b>158,105</b>	<b>158,460</b>	<b>158,467</b>	<b>158,406</b>	<b>158,100</b>	<b>157,538</b>	<b>156,562</b>	<b>155,596</b>	<b>154,607</b>

# COMMENTARY: STATEMENT OF BALANCE SHEET

## Assets

Cash and cash equivalents include cash and investments such as cash held in the bank and in petty cash and the value of investments in deposits or other highly liquid investments with short term maturities of three months or less.

Trade and other receivables are monies owed to council by ratepayers and other.

Other Assets includes items such as prepayments for expenses that Council had paid in advance of service delivery, inventories or stocks held for sale or consumption in Council's services.

Property, infrastructure, plant and equipment is the largest component of Council's worth and represents the value of all the land, buildings, roads, vehicles, equipment, etc. which has been built up by Council over many years.

## Liabilities

Trade and other payables are those to whom Council owes monies as at 30 June.

Provisions include accrued long service leave, annual leave sick leave owing to employees and rehabilitation costs for ceased landfill and gravel pit sites.

Interest-bearing loans and borrowings are borrowings of Council.

## Equity

### Reserves

Reserves contains both a specific cash backed reserve and asset revaluation reserves. The cash backed reserve is a small infrastructure fund for aerodromes.

The asset revaluation reserve represents the difference between the previously recorded value of assets and their current valuations. Asset valuations are required to be considered annually and formally revalued if there is a material change.

### Accumulated surplus

Accumulated surplus is the value of all net assets less specific reserve allocation and revaluations that have built up over the financial year.



# STATEMENT OF CASH FLOW

	Forecast					Projections					
	Actual	Budget									
	2020/ 21	2021/ 22	2022/ 23	2023/ 24	2024/ 25	2025/ 26	2026/ 27	2027/ 28	2028/ 29	2029/ 30	2030/ 31
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
<b>Assets</b>											
<b>Current assets</b>											
Cash and cash equivalents	8,536	1,916	1,863	1,759	1,335	1,474	1,470	1,305	963	888	891
Trade and other receivables	3,267	2,000	1,900	1,929	1,957	1,987	2,017	2,047	2,078	2,109	2,140
Other financial assets	232	250	253	255	258	260	263	265	268	271	273
Inventories	1,040	1,000	1,010	1,020	1,030	1,041	1,051	1,062	1,072	1,083	1,094
Investments	4,321	3,366	3,383	3,400	3,417	3,434	3,451	3,468	3,486	3,503	3,521
<b>Total current assets</b>	<b>17,395</b>	<b>8,532</b>	<b>8,409</b>	<b>8,363</b>	<b>7,997</b>	<b>8,195</b>	<b>8,252</b>	<b>8,148</b>	<b>7,867</b>	<b>7,853</b>	<b>7,919</b>
<b>Non-current assets</b>											
Investments in associates, joint arrangement and subsidiaries	200	200	200	200	200	200	200	200	200	200	200
Property, infrastructure, plant & equipment	145,719	155,275	156,054	156,548	157,017	157,032	156,953	156,788	156,394	155,752	155,019
Right-of-use assets	937	950	950	950	950	950	950	950	950	950	950
<b>Total non-current assets</b>	<b>146,856</b>	<b>156,425</b>	<b>157,204</b>	<b>157,698</b>	<b>158,167</b>	<b>158,182</b>	<b>158,103</b>	<b>157,938</b>	<b>157,544</b>	<b>156,902</b>	<b>156,169</b>
<b>Total assets</b>	<b>164,252</b>	<b>164,957</b>	<b>165,613</b>	<b>166,061</b>	<b>166,164</b>	<b>166,377</b>	<b>166,355</b>	<b>166,085</b>	<b>165,411</b>	<b>164,756</b>	<b>164,088</b>
<b>Liabilities</b>											
<b>Current liabilities</b>											
Trade and other payables	1,979	2,060	2,118	2,176	2,237	2,473	2,717	2,968	3,227	3,493	3,769
Trust funds and deposits	29	20	20	20	20	20	20	20	20	20	20
Provisions	3,189	3,251	3,314	3,379	3,445	3,512	3,580	3,650	3,721	3,794	3,868
Interest-bearing liabilities	21	49	49	49	49	49	49	49	49	49	49
Lease liabilities	335	335	335	335	335	335	335	335	335	335	335
<b>Total current liabilities</b>	<b>5,552</b>	<b>5,715</b>	<b>5,836</b>	<b>5,959</b>	<b>6,085</b>	<b>6,388</b>	<b>6,701</b>	<b>7,022</b>	<b>7,353</b>	<b>7,691</b>	<b>8,041</b>
<b>Non-current liabilities</b>											
Provisions	637	650	662	675	688	702	716	730	744	758	773
Interest-bearing liabilities	41	451	402	353	304	255	206	157	108	59	10
Lease liabilities	595	601	607	613	619	626	632	638	645	651	657
<b>Total non-current liabilities</b>	<b>1,274</b>	<b>1,702</b>	<b>1,672</b>	<b>1,642</b>	<b>1,612</b>	<b>1,582</b>	<b>1,553</b>	<b>1,525</b>	<b>1,496</b>	<b>1,468</b>	<b>1,441</b>
<b>Total liabilities</b>	<b>6,826</b>	<b>7,417</b>	<b>7,507</b>	<b>7,601</b>	<b>7,697</b>	<b>7,971</b>	<b>8,255</b>	<b>8,547</b>	<b>8,849</b>	<b>9,159</b>	<b>9,481</b>
<b>Net assets</b>	<b>157,426</b>	<b>157,541</b>	<b>158,105</b>	<b>158,460</b>	<b>158,467</b>	<b>158,406</b>	<b>158,101</b>	<b>157,538</b>	<b>156,562</b>	<b>155,596</b>	<b>154,607</b>
<b>Equity</b>											
Accumulated surplus	80,931	80,545	80,610	80,465	79,972	79,396	78,575	77,498	76,007	74,526	73,022
Reserves	76,495	76,995	77,495	77,995	78,495	79,010	79,525	80,040	80,555	81,070	81,585
<b>Total equity</b>	<b>157,426</b>	<b>157,540</b>	<b>158,105</b>	<b>158,460</b>	<b>158,467</b>	<b>158,406</b>	<b>158,100</b>	<b>157,538</b>	<b>156,562</b>	<b>155,596</b>	<b>154,607</b>

# COMMENTARY: STATEMENT OF CASH FLOW

Budgeting cash flows for Council is a key factor in setting the level of rates and providing a guide to the level of capital expenditure that can be sustained with or without using existing cash flows.

## **Net cash flows provided by/used in operating activities**

Operating activities refers to the cash generated or used in the normal service delivery functions of Council. Cash remaining after paying for the provision of services to the community may be available for investment in capital works or repayment of debt.

The net cash flows from operating activities does not equal the operating result for the year, as the expected revenues and expenses of the Council include non-cash items which have been excluded from the Cashflow Statement.

## **Net cash flows provided by/used in investing activities**

Investing activities refers to cash generated or used in the enhancement or creation of infrastructure and other assets. These activities also include the acquisition and sale of other assets such as vehicles, property, and equipment.

The increase in payments for investing activities represents the planned increase in capital works expenditure.

## **Net cash flows provided by/used in financing activities**

Financing activities refers to cash generated or used in the financing of Council's functions and include borrowings from financial institutions and advancing or repayable loans to other organisations. These activities also include repayment of the principal component of loan repayments for the year.



# STATEMENT OF CAPITAL WORKS

	Forecast		Projections								
	Actual	Budget	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
	2020/21	2021/22									
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Property											
Land	120	0	120	0	0	0	0	0	0	0	0
Total land	120	0	120	0	0	0	0	0	0	0	0
Buildings	349	3,650	500	500	500	500	500	500	500	500	500
Heritage buildings	169	341	100	0	100	0	100	0	100	0	100
Total buildings	518	3,991	600	500	600	500	600	500	600	500	600
Total property	638	3,991	720	500	600	500	600	500	600	500	600
Plant and equipment											
Plant, machinery and equipment	602	1,250	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Computers and telecommunications	30	111	158	124	21	22	83	125	131	22	22
Furniture & Fixtures	0	22	5	5	5	5	5	5	5	5	5
Library books	25	20	20	20	20	20	20	20	20	20	20
Total plant and equipment	657	1,403	1,183	1,149	1,046	1,047	1,108	1,150	1,156	1,047	1,047
Infrastructure											
Roads	4,947	6,339	3,506	3,617	3,939	3,744	3,852	3,852	3,852	3,852	3,852
Bridges	0	100	41	42	43	43	0	0	0	0	0
Footpaths	50	101	57	46	59	59	60	60	60	60	60
Kerb & channel	0	510	53	55	55	56	58	58	58	58	58
Drainage	0	100	50	44	45	47	48	48	48	48	48
Recreational, leisure and community facilities	84	1,568	50	50	50	50	50	50	50	50	50
Waste management	99	466	0	100	0	100	0	100	0	100	0
Parks, open space and streetscapes	103	145	100	100	100	100	100	100	100	100	100
Aerodromes	0	0	100	0	100	103	106	109	113	116	119
Other infrastructure	47	34	0	50	0	50	0	50	0	50	52
Total infrastructure	5,330	9,363	3,957	4,103	4,391	4,352	4,274	4,427	4,281	4,434	4,339
Total capital works expenditure											
	6,625	14,756	5,860	5,752	6,037	5,899	5,982	6,077	6,036	5,981	5,986
Represented by:											
New asset expenditure	369	5,564	579	430	343	348	353	358	364	369	375
Asset renewal expenditure	5,356	5,772	4,931	4,861	5,301	5,152	5,224	5,307	5,255	5,188	5,181
Asset upgrade expenditure	900	3,419	351	462	394	400	406	412	418	424	431
Total capital works expenditure	6,625	14,756	5,860	5,752	6,037	5,899	5,982	6,077	6,036	5,981	5,986
Funding sources represented by:											
Grants	3,818	9,045	1,700	1,600	1,700	1,726	1,751	1,778	1,804	1,831	1,859
Contributions	0	593	0	0	0	0	0	0	0	0	0
Council cash	2,807	4,618	4,160	4,152	4,337	4,174	4,231	4,300	4,232	4,150	4,127
Borrowings	0	500	0	0	0	0	0	0	0	0	0
Total capital works expenditure	6,625	14,756	5,860	5,752	6,037	5,899	5,982	6,077	6,036	5,981	5,986



# COMMENTARY: STATEMENT OF CAPITAL WORKS

The 10 year capital works program accompanying the LTFP identifies numerous individual projects requiring funding. The timing and delivery of these projects may be subject to a partnership with other levels of government.

It is important to ensure existing assets and infrastructure is maintained at appropriate levels to service the community's needs. The major components of the 10 Year Capital works program is outlined below:

- Property - includes land, building and heritage buildings.
- Plant & Equipment - includes plant, machinery & fixtures and furniture & computers.
- Infrastructure - includes roads, bridges, kerb & channel, footpaths, drainage, recreational, leisure & community facilities and waste management.

The development of a 10-year capital works program will enable a cash flow budget to be developed. External capital funding services include capital grants and contributions. Forecasts for capital funding sources are conservative.

Council's capital works program underpins the needs and priorities as determined by Council's capital evaluation process. It is the Council's challenge to develop Service Plans and Asset Management Plans that ensure the community's levels of service are met through the delivery of efficient and effective services.

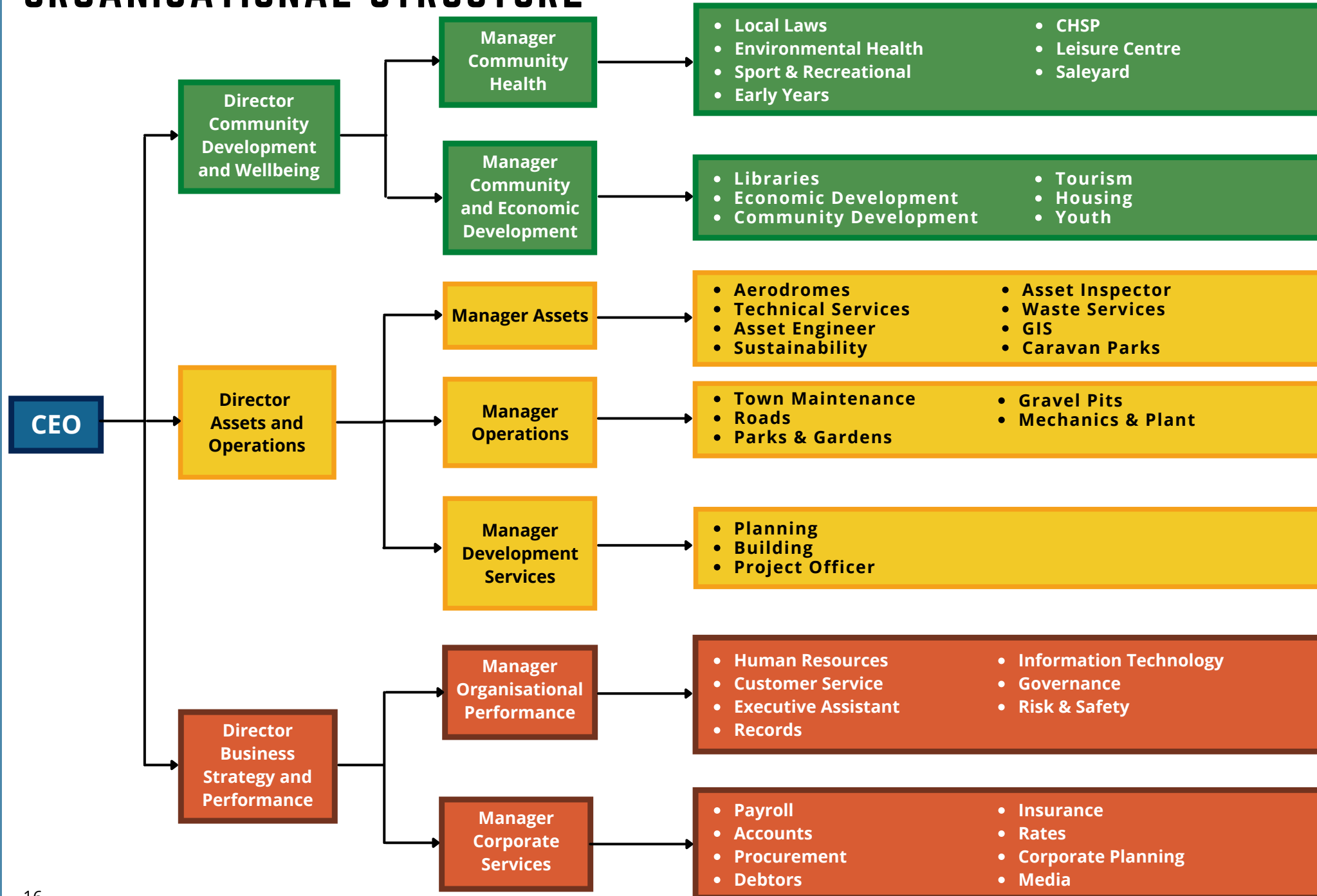




# STATEMENT OF HUMAN RESOURCES

	Forecast		Projections								
	Actual	Budget									
	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
<b>Staff expenditure</b>											
Employee costs - operating	10,709	11,095	11,024	11,280	11,542	11,812	12,088	12,371	12,661	12,813	13,005
Employee costs - capital	1,200	1,333	1,102	1,128	1,154	1,181	1,209	1,237	1,266	1,281	1,300
<b>Total staff expenditure</b>	<b>11,909</b>	<b>12,428</b>	<b>12,127</b>	<b>12,408</b>	<b>12,696</b>	<b>12,993</b>	<b>13,296</b>	<b>13,608</b>	<b>13,927</b>	<b>14,094</b>	<b>14,305</b>
	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE
<b>Staff numbers</b>											
Employees	123	123	123	123	123	123	123	123	123	123	123
<b>Total staff numbers</b>	<b>123</b>	<b>123</b>	<b>123</b>	<b>123</b>	<b>123</b>	<b>123</b>	<b>123</b>	<b>123</b>	<b>123</b>	<b>123</b>	<b>123</b>

# ORGANISATIONAL STRUCTURE



# FINANCIAL PERFORMANCE INDICATORS

The following table highlights Council's current and projected performance across a range of key financial performance indicators. These indicators provide a useful analysis of Council's financial position and performance and should be interpreted in the context of the organisation's objectives.

The financial performance indicators below are the prescribed financial performance indicators contained in Part 3 of Schedule 3 of the Local Government (Planning and Reporting) Regulations 2020. Results against these indicators will be reported in Council's Performance Statement included in the Annual Report.

Indicator	Measure	Notes	Actual 2019/20	Forecast 2020/21	Budget 2020/21	2022/23	2023/24	2024/25	Trend +/-
<b>Operating position</b>									
Adjusted underlying result	Adjusted underlying surplus (deficit) / Adjusted underlying revenue	1	4.15%	17%	(13.32%)	(0.48%)	1.34%	(2.74%)	+
<b>Liquidity</b>									
Working Capital	Current assets / current liabilities	2	223.14%	313.31%	<b>149.31%</b>	144.09%	140.34%	131.42%	-
Unrestricted cash	unrestricted cash / current liabilities	3	154.69%	153.22%	<b>33.18%</b>	31.59%	29.19%	21.61%	o
<b>Obligations</b>									
Loans and borrowings	Interest bearing loans and borrowings / rate revenue	4	0.63%	0.48%	<b>3.83%</b>	3.38%	2.95%	2.54%	+
Loans and borrowings	Interest and principal repayments on interest bearing loans and borrowings / rate revenue		0.17%	0.47%	<b>0.53%</b>	0.52%	0.51%	0.50%	+
Indebtedness	Non-current liabilities / own source revenue		9.61%	8.81%	<b>11.55%</b>	11.11%	10.69%	10.30%	+
Asset renewal	Asset renewal expenditure / depreciation	5	165.82%	106.22%	<b>111.00%</b>	91.56%	87.64%	92.78%	-
<b>Stability</b>									
Rates and concentration	Rate revenue / adjusted underlying revenue	6	49.57%	46%	<b>52%</b>	57%	57%	57%	-
Rates effort	Rate revenue / CIV of rateable properties in the municipality		0.49%	0.47%	<b>0.42%</b>	0.43%	0.43%	0.44%	-
<b>Efficiency</b>									
Expenditure level	Total expenditure / No. of property assessments		\$3,503	\$3,294	<b>\$4,055</b>	\$3,410	\$3,505	\$3,621	+
Revenue level	Residential rate revenue / No. of residential property assessments		\$1,634	\$1,847	<b>\$1,870</b>	\$1,913	\$1,952	\$1,991	+
<b>Key to Forecast Trend:</b>									
+ Forecasts improvement in Council's financial performance/financial performance indicator									
o Forecasts that Council's financial performance/financial position indicator will be steady									
- Forecasts deterioration in Council's financial performance/financial performance indicator									



# NOTES TO FINANCIAL PERFORMANCE INDICATORS

## 1. Adjusted underlying result

An indicator of the sustainable operating required to enable Council to continue to provide core services and meet its objectives. Improvement in financial performance should be expected over the period although continued losses means reliance on Council's cash reserves or increase debt to maintain services.

## 2. Working Capital

The proportion of current liabilities represented by current assets. Working capital is slightly in decline due to less unrestricted cash being held over the years and increasing current liabilities.

## 3. Unrestricted Cash

Unrestricted cash ratio is slightly decreasing over the period of the SRP, as unrestricted cash is decreasing whilst current liabilities is increasing.

## 4. Debt compared to rates

Trend indicates Council is reducing reliance on debt against its annual rate revenue through redemption of long term debt.

## 5. Asset renewal

The percentage indicates the extent of Council's renewals against its depreciation charge (and indication of the decline value of its existing capital assets). A percentage greater than 100 indicates Council is maintaining its existing assets, while a percentage less than 100 means its assets are deteriorating faster than they are being renewed and future capital expenditure will be required to renew assets.

## 6. Rates concentration

Reflects extent of reliance on rate revenues to fund all of Council's ongoing services. The trend indicates that Council will become more reliant on rate revenue compared to all other revenue sources.

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Yarriambiack  
SHIRE COUNCIL



## 13.2 Risk Management Manual

Prepared by Tammy Smith, Director Business Strategy and Performance

### SUMMARY

The *Local Government Act 2020* requires Council to provide good governance in its municipal district for the benefit and wellbeing of the municipal community.

To ensure good governance is achieved, Council operates within a risk management framework that aims to achieve the best outcomes for the community including future generations.

### RECOMMENDATION

That Council:

- a) Adopt the Risk Management Manual as attached; and
- b) Endorse that the Risk Management Manual replaces the Risk Management Strategy, Policy and Framework previously adopted.

### ATTACHMENTS

[Attachment: Risk Management Manual](#)

### DISCUSSION

Council had recently undertaken a holistic review of its risk management practices, adopting a new approach to managing risk across the organisation.

Council has implemented RelianSys Software for the capture and reporting on Council's identified Strategic and Operational Risks.

The attached Risk Management Manual incorporates Council's previous Strategy, Policy and Framework and creates an overarching document for the management of risk within Council.

In May 2021 Council adopted ten strategic risks that must be considered when developing Council reports, service plans, business cases, approving events, strategic planning, occupational health and safety incidents, hazards and near misses and emergency management practices.

Council is also developing a register of operational risks that are to be considered when assessing specific tasks that relate to identified function areas of Council.

As part of Council's Performance Reporting Framework requirements, Council Officers are required to report quarterly to Council on the status of Council's Strategic Risks, including control measures implemented and the residual risk status.

### RELEVANT LAW

Schedule 1 of the Local Government (Planning and Reporting) Regulations 2020 identifies that Council should have an adopted Risk Policy and management is required to present risk reports to Council. The report of strategic risks to Council's operations, their likelihood and consequence of occurring, along with risk minimisation strategies are to be presented at minimum on a six-monthly basis.



## COUNCIL PLANS AND POLICIES

Council Plan 2017-2021

*Strategic Objective 1 – Good Governance.*

This document has been developed based on best practice guidance and to manage Council's strategic and operational risks.

## RELATED COUNCIL DECISIONS

26 May 2021 – Strategic Risk Register.

## OPTIONS

- a) Council may accept this recommendation.
- b) Council may wish to reject this recommendation and request for the documents to be separate, creating three separate documents.

## SUSTAINABILITY IMPLICATIONS

Council must give effect to the overarching governance principles in section 9 of the *Local Government Act 2020*, when considering sustainability implications.

The establishment and monitoring of strategic and operational risks provides a governance framework to consider economic, social and environmental sustainability risks of the municipal district.

## COMMUNITY ENGAGEMENT

Engagement has not been undertaken to develop the Manual.

In accordance with section 9 of the *Local Government Act 2020*, Council must in the performance of its role give effect to the overarching governance principles.

The development of a Risk Management Manual is utilised as a tool for decision making to achieve good governance.

## GENDER IMPACT ASSESSMENT

<b>Gender Impact Assessment (GIA)</b>	<b>Status</b>
Does this Council report recommendation c) Introduce a new policy, program and/or service; or d) Is it a review of a policy, program and/or service; that directly and significantly impacts the public?	YES <input type="checkbox"/> A GIA has been completed.  NO <input checked="" type="checkbox"/> A GIA is not required.
Link to Gender Impact Assessment	Not applicable

## RISK

Utilising the Risk Management Framework the following assessment has been made:

<b>Strategic Description Residual Risk Level</b>	<b>Risk and</b>	<b>Action to Mitigate/Reduce Risk</b>	<b>Does Action maintain or reduce Residual Risk Level</b>
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low		The review and adoption of the manual creates an overarching process for assessing and recording risks and embedding risk identification as part of its decision-making process.	Maintains Residual Risk Level
Reputational Risk - Residual Risk Level Low		A robust risk management identification process decreases Council's risk of reputational damage, with the view to mitigating and implementing control measures to reduce the potential impact.	Maintains Residual Risk Level
Financial Risk - Residual Risk Level Medium		Risk management identification and control measure implementation, reduces the potential costs associated with the risk being realised.	Maintains Residual Risk Level

#### **REGIONAL, STATE AND NATIONAL PLANS AND POLICIES**

Not applicable

#### **CONFLICTS OF INTEREST**

All officers involved in the preparation of this report have declared that they do not have a conflict of interest in the subject matter of this report.



# **Risk Management Manual**

***(Version 1.0)***

***Approved by Chief Executive Officer***

***(Date)***



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DRAFT

*Yarriambiack Shire Council encourages a working environment which promotes gender equality and models non-violent and respectful relationships.*

## Risk Management Manual

### 1 Role and Responsibility

The Councillors along with the Chief Executive Officer are responsible for setting a positive risk culture across the organisation.

The Director Business Strategy and Performance is responsible for the monitoring, implementation and training of the risk management manual requirements across the organisation.

The Director Assets and Operations and the Director Community Development and Wellbeing are responsible for ensuring their team members adhere to the requirements of the Manual and embed the practices into their daily activities.

The Director Business Strategy and Performance is responsible for monitoring and reporting on the Strategic and Operational Risks and the effectiveness of control measures each quarter to the Council, Extended Leadership Team and Audit and Risk Committee.

The Directors and Managers are responsible for monitoring and reporting on their assigned Operational Risks and the effectiveness of control measures:

- a) Each quarter to the Extended Leadership Team and the Audit and Risk Committee.
- b) Annually to Council.

Staff have a responsibility to identify and register risks.

### 2 Application

This Risk Management Manual applies to all Yarriambiack Shire Council Councillors, employees, volunteers and contractors working for the Council.

### 3 Commitment

The Councillors, Chief Executive Officer, Extended Leadership Team and Audit and Risk Committee are committed to:

- a) Implementing the Risk Management Manual.
- b) Implementing Risk Management as a governance framework across the organisation.
- c) Reviewing the Risk Management Manual annually to ensure Council's risk management practices meet legislative requirements and Council's risk management appetite is aligned with the Council Plan objectives.
- d) Communicating Council's Risk Management Manual requirements and educating on the application to all stakeholders to ensure compliance.

### 4 Audit and Risk Committee

In accordance with the *Local Government Act 2020*, Council must appoint an Audit and Risk Committee to support Council in discharging its oversight responsibilities.

The responsibilities of the Audit and Risk Committee include:



- Financial and performance reporting.
- Risk Management.
- Fraud prevention systems and control.
- Maintenance of sound internal control environment.
- Assurance activities including internal and external audits.
- Councils performance with regards to compliance with its policies and legislative and regulatory requirements.

## 5 Review of Manual

The Risk Management Manual incorporates Council's Risk Management Strategy, Policy, Framework and Guidelines.

The Manual is reviewed annually to ensure Council's Risk Management practices meet the Council Plan's Strategic Objectives.

## 6 References

- Local Government Act 2020*
- Victorian Managed Insurance Authority Tools and Resources
- Financial Management Act – Standing Directions (best practice guidance only)
- Occupational Health and Safety Policy and Manual
- Occupational Health, Safety and Wellbeing Guidelines
- Human Resource Policy and Guidelines Manual
- Performance Reporting Framework
- ISO 31000

## 7 Definitions

Risk event	An occurrence or change of a particular set of circumstances. May have one or more occurrences and can have several causes. An event can consist of something not happening and may also be referred to as an 'incident'.
Risk identification	The process of finding, recognising and describing risks. Involves the identification of risk sources, events and potential consequences. Can involve historical data, theoretical analysis, informed and expert opinions and stakeholder needs.
Risk management framework and guidelines	Set of components that provide the foundations and organisational arrangements for designing, implementing, monitoring, reviewing and continually improving risk management throughout the organisation.
Risk maturity	The benchmarking of an agency's risk management framework relative to leading practice
Risk profile	A description of any set of risks. The set of risks can contain those that relate to the whole organisation or part of the organisation.

Risk management process	Systematic application of management policies, procedures and practices to the activities of communicating, consulting, establishing the context, and identifying, analysing, evaluating, treating, monitoring and reviewing risk.
Risk register	Record of information about identified risks.
Risk strategy	A risk management strategy (may be referred to as the risk plan or risk policy) that outlines and describes the key elements of the risk management framework. It specifies the approach, the management components and resources to be applied to the management of risk.
Risk tolerance	The organisation's readiness to bear the risk after risk treatment in order to achieve objectives. Risk tolerances are based on the maximum level of acceptable risk and may be expressed in various ways depending on the nature of the risk.
Risk treatment	Process to modify risk, may include deciding to take, retain, avoid, remove, change or share the risk. Risk treatments that deal with negative consequence may also be referred to as risk mitigation.
Audit and Risk Committee	Legislated Committee under the Local Government Act 2020.

## Council Approved Manual

<b>Policy Adopted:</b>	Ordinary Meeting [date]	Minute Book Page [number]	
<b>Policy Reviewed:</b>	Ordinary Meeting [date]	Minute Book Page [number]	

## Risk Management Strategy

### 8 Overview

Risk Management is critical to the Yarriambiack Shire Council's ability to achieve the Strategic Objectives contained in the Council Plan. The Council has limited human, financial and material resources. Practical decision making in relation to their use is critical to the Council's achievement of its endorsed vision of developing Yarriambiack Shire Council as **"a connected rural community who values its land and wellbeing"**. Not only must Council staff identify and minimise threats to the safe and effective employment of Council resources, they also have an obligation to identify and exploit opportunities to make such employment more efficient.

By fostering a Risk Management culture that encourages all staff to systematically apply the principles and procedures outlined in this strategy, the Council seeks to minimise resource waste and ensure that all Council events, activities and projects are undertaken with minimal risk to staff and the general public.

### 9 Strategy

#### 9.1 Objectives

The Risk Management Objectives for Council are to:

- a) Manage the effects of the uncertainty of Council meeting its objectives.  
Identify, evaluate and prioritise Council's risks, opportunities and threats, with a view to:
  - Exploiting opportunities.
  - Reducing, mitigating, transferring or eliminating threats.
- b) Promote and support Risk Management processes throughout the Council.
- c) Recognise that successful Risk Management relies on input from ALL employees and stakeholders.
- d) Allow for more effective allocation and use of resources.
- e) Provide a basis for higher standards of accountability.
- f) Protect the Council's corporate image as a professional, responsible and ethical organisation and an employer of choice.

#### 9.2 Council's Strategic Actions

Council has identified a number of key strategic actions that are to be undertaken to achieve its overall Risk Management objectives.

Action	Target Date	Desired Outcome
Implementation and completion of risk management communication and training for all Directors, Managers, Supervisors and Co-ordinators.	30 June 2022	To ensure Management are aware of and take ownership of their role and responsibilities in relation to risk management.
Implementation and completion of risk management communication and training for all employees and sub-contractors.	30 June 2022	To ensure staff and labour hire sub-contractors are informed and adhere to Council's risk management requirements.
Implement a training plan for all contractors who engage in works for Yarriambiack Shire Council, to	30 June 2022	To ensure sub-contractors are informed and adhere to



Action	Target Date	Desired Outcome
ensure they understand their risk management requirements.		Council's risk management requirements.
Implementation of standardised risk management practices across the Council.	30 June 2022	To have a systemised approach to risk management across the organisation.
The establishment of a strategic and operational risk registers in RelianSys Software.	31 July 2021	To establish a risk database to identify, monitor and control risks and to embrace opportunities for improvement.
The effective monitoring and reporting of strategic and operational risks each quarter as defined in this Manual.	31 December 2021	To provide Councillors, the Audit and Risk Committee and Management with up-to-date data to make informed decisions.
Action Plan identified for all Outstanding Audit Actions on the Audit Task List, with the aim of closing out and completing all Audit Actions by 30 June 2022.	30 June 2022	To enhance governance practices and processes across the organisation.

## 10 Strategic Resources

The Strategy is to be continuously monitored and proposes a range of actions to enhance the management of risks both at a corporate and business unit level.

Implementation of the Strategy will confirm the risk management process as an integral part of Council's annual planning with links to the following:

- The Council Plan.
- Risk Management Policy and Framework (embedded in the manual).
- Individual staff performance objectives.
- Internal Audit Plan.
- External Audit Plan.
- Occupational Health and Safety Incident, Hazard and Near Miss Reporting.
- Mandates (Business Cases).
- Council Reports

### 10.1 Management of Risk

All employees, contractors and volunteers are to be familiar with and competent in the application of the Council's Risk Management Manual. Directors, Managers, Coordinators and Supervisors are accountable for adherence to the Manual requirements within their areas of responsibility.

All Management of Risk will address problems in the following priority order:

- Wherever possible, the risk should be eliminated. If this is not possible the usual hierarchy of controls should be applied.

- b) Transfer the risk by ensuring that external organisations with which Council is connected and in which it has an interest have adequate insurance and that the Council is indemnified and noted as an interested party.
- c) Reduce the risk by undertaking hazard analysis and risk audits and preparing preventive/corrective action that Council will take following the analysis of its exposures, and developing procedures relating to the carrying out of complex tasks, including issue of advice and approval to customers.
- d) Ensuring that the Council has adequate insurance and appropriate risk financing options for all risk exposures.

Insurance should be the last resort in managing risk exposure in the organisation.

## 10.2 The Main types of Risk

The Council's public liability insurer, Jardine Lloyd Thompson (JLT), conduct liability assessments on council in the following areas:

- IT Data Breaches
- Organisational Risk Management
- Reactive Risk Management
- Roads and Footpaths
- Playgrounds
- Recreational Reserves
- Tree Management
- Contract Management
- Written Agreements with Clubs/Casual Hirers
- Professional Liability - Building Services
- Professional Liability - Planning Services
- Professional Advice
- Health and Safety

As the listed areas are deemed to be the areas of highest risk by our insurer, the focus of Council's risk management will be targeted on, but not limited to, the above areas.

## 10.3 Risk Assessment

The implementation of the Risk Management Manual will minimise Council's exposure to potential losses. The identification of risks provides the Council with the opportunity to manage the risk and monitor the effectiveness of the processes that have been implemented.

The Risk Management procedure to be applied within the Yarriambiack Shire Council is based on ISO 31000:2018 Risk Management – Guidelines.

Council has developed a risk management system to record, analyse, evaluate control and monitor risks. The risk management system is administered in RelianSys Software.

Risk consequence categories and descriptors have been established and are assigned to each strategic and operational risk.

Outlined below in Table 1 are the risk categories and the description of each category.

**Table 1**

Management	Management Response requiring Attention over Days, Months, Weeks or Year (s). Organisational Restructure.
Environmental	Environmental Risk can be defined as the actual or potential threat of adverse effects on living organisms and the environment by effluents, emissions, wastes, resource depletion, etc., arising out of an organisation's activities.
Service	Disruption or Inability to deliver Council Services (Internal and External Services).
Financial	Financial Management, Insurance Portfolio, Infrastructure, Capital Development, Information Communication and Technology.
Legal and Compliance	Legal Issues, Breach of Regulations and/or Legislation, Major Fine or Legal Costs, Litigation, Investigations by Regulatory Bodies and Disruption to Operations and Services.
Reputation	Media Coverage in Local, State and National Newspapers and via Social Media. Investigations by External Governing Bodies. Loss of Services and Funding.
People	Workforce Planning, Practitioner Qualifications and Skills, Staff Training, Occupational Health and Safety, Ethics and Culture.



**Table 2: Consequence Categories and Descriptor**

Consequence Level		Financial	People	Reputation	Service	Legal & Compliance	Management	Environmental
Tier 5	Extreme	>\$3m	One or more fatalities or severe irreversible disability to one or more people  Resignations of large numbers of key management level staff with key skills, knowledge and expertise  Staff are not up skilled to meet corporate objectives and key strategic priorities	National media coverage; Significant impact on funding for several years; long-term loss of clients	Total cessation of multiple services for many months	Major litigation costing \$>3m; Investigation by regulatory body resulting in long term interruption of operations	Restructuring of organisation with loss of many senior managers	Significant environmental damage; fines or litigation costing \$>3m, long term effect on community, facilities or projects.
Tier 4	Major	\$1m - \$3m	Extensive injury or impairment to one or more persons  Many resignations of key staff and loss of key skills, knowledge and expertise. Staff not upskilled to meet Business Plan priorities and commitments.	State media coverage; CEO departs affecting funding or causing loss of clients for many months	Disruption of multiple services for several months	Major breach of regulation with punitive fine, and significant litigation involving many weeks of senior management time and up to \$3m legal costs	Significant disruption that will require considerable senior management time over several weeks	Major environmental damage; fines or litigation costing \$1m - \$3m, medium term effect on community, facilities, or projects.
Tier 3	Moderate	\$300k - \$999k	Short term disability to one or more persons  Some turnover of key staff and loss of key skills, knowledge and expertise	Local media coverage over several days; senior managers depart; noticeable loss of clients for many months	Total cessation of one service for a few months	Breach of regulation with investigation by authority and possible moderate fine, and litigation and legal costs up to \$999k	Disruption that will require senior management time over several weeks	Moderate environmental damage; fines or litigation costing \$300k – 999k, short term effect on community, facilities, or projects.
Tier 2	Minor	\$10k - \$299k	Significant medical treatment; lost injury time <2 weeks  Some staff turnover with minor loss of skills, knowledge and expertise	Local media coverage, and complaint to management	Some service disruption in the area	Breach of regulations; major fine or legal costs; minor litigation	Will require some senior management time over many days	Minor environmental damage; fines or litigation costing \$10k – 299k, minor impact on community, facilities, or projects.
Tier 1	Insignificant	<\$10k	First aid or minor medical treatment  No staff turnover	No media coverage; complaint to employee	Minimal disruption	Minor legal issues or breach of regulations	Will require some management attention over several days	Minimal environmental damage; with no impact on community, facilities, or projects.

The consequence levels and descriptions have been established based on the severity of the risk event:

<b>Level 1</b>	Insignificant
<b>Level 2</b>	Minor
<b>Level 3</b>	Moderate
<b>Level 4</b>	Major
<b>Level 5</b>	Extreme

The likelihood levels and descriptions have been established based on the likelihood of a risk event occurring:

Likelihood		The event with its associated consequence
<b>Tier 5</b>	Almost certain	The event is expected to occur as there is a history of regular occurrence at the organisation and/or similar institutions, or new conditions make it very likely to occur.
<b>Tier 4</b>	Likely	There is a strong possibility the event will occur as there is a history of frequent occurrence at the organisation or similar institutions, or new conditions make it likely to occur.
<b>Tier 3</b>	Possible	The event might occur at some time as there is a history of casual occurrence at the organisation or similar institutions, or new conditions make it possible to occur.
<b>Tier 2</b>	Unlikely	The event is not expected and has not casually occurred before, but there is a small possibility it may occur at some time in certain circumstances.
<b>Tier 1</b>	Rare	The event is highly unlikely. It may occur in exceptional circumstances but has never occurred before. It could happen, but probably never will.

The Risk Levels have been established for each category, based on the likelihood versus consequence of the risk event occurring.

The risk accountabilities are as follows:

<b>Low</b>	Existing controls are to be maintained. Risk assessment is to be reviewed and approved by Director.
<b>Medium</b>	Plans are to be developed to reduce these risk areas to low within two years. Risk assessment and action plans are to be reviewed and approved by Director. Where no reasonable options can be identified, the risk may be accepted, provided it is approved by the Leadership Team and Audit and Risk Committee.
<b>High</b>	Plans to reduce the risk or are to be developed, in consultation with the applicable Director, within a month of identifying the risk. Permanent controls are to be implemented within six months to reduce the risk to medium or lower. Existing controls are to be monitored to confirm they are effective.  High-rated risks and associated action plans are to be reviewed by the Leadership Team within one month of being identified and presented to the Audit and Risk Committee each quarter and reported on a monthly basis to the Council.
<b>Extreme</b>	Actions must be taken immediately, in consultation with the Director and/or CEO, to develop a plan to address the risk/opportunity before continuing.  Where possible interim measures must be identified to manage the risk before a permanent control can be implemented.  Permanent controls are to be implemented as soon as practicable to reduce the risk to high or lower.  Existing controls are to be monitored to confirm they are effective.

The risk assessment matrix in Table 3 is to be utilised when assessing and applying a risk level to a strategic and operational risk.

As noted above, based on the category assigned to each strategic and operational risk, utilising the risk matrix in Table 3, which identifies the likelihood versus consequence if the event were to occur, identifies the appropriate risk level to be applied.



**Table 3: Risk Assessment Matrix**

		Consequence				
		1 Insignificant	2 Minor	3 Moderate	4 Major	5 Extreme
Likelihood	5 Almost certain	Medium	High	Extreme	Extreme	Extreme
	4 Likely	Medium	Medium	High	Extreme	Extreme
	3 Possible	Low	Low	Medium	High	Extreme
	2 Unlikely	Low	Low	Medium	Medium	High
	1 Rare	Low	Low	Low	Medium	High

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#### **10.4 Risk Management Framework**

The aim of the risk management framework and guidelines is to:

- a) Establish Context
- b) Identification of Risks
- c) Analysis of Risks
- d) Evaluation and Prioritisation of Risks
- e) Treatment of Risks
- f) Monitoring and Reviewing of Risks
- g) Documentation and Procedures
- h) Communication and Training
- i) Roles and Responsibilities.

#### **10.5 Financial Implications**

Council's Risk Management requirements will be funded through the normal budget allocation process as approved.

Directorate / Departmental risk management strategies and action plans will be funded through departmental budget allocations depending on responsibilities and the implementation program.

The aim of the Risk Management Manual is to deliver Benefits to Yarriambiack Shire Council that will result in positive financial benefits through:

- a) Reduced Insurance Premiums
- b) Lower Levels of Litigation
- c) Improved Health, Safety and Wellbeing
- d) Enhanced Governance and Compliance

#### **10.6 Statutory Implications**

The Risk Management Manual should provide for the ongoing management of risk at the Corporate, Directorate, Department and Business Unit level.

This approach to the management of risk will assist Council's compliance with policy, legal and statutory obligations.

#### **10.7 Social Consideration**

Council has a responsibility to minimise losses to community assets, infrastructure and interests.

#### **10.8 Environmental and Sustainability Considerations**

The Risk Management Manual aims to minimise and mitigate any risks identified from environmental and sustainability matters that could impact Council.

#### **10.9 Communication and Training**

A communication and training program to embed risk management practices across the Council, including Councillors and all employees will be undertaken to ensure risks are addressed and reduced across all operations of Council.

## Risk Management Policy

### 11 Value Add to Organisation

Effective risk management protects and creates value for the Yarriambiack Shire Council by enabling informed decision making, setting and achieving objectives and improving performance.

Management of Risk must be an integral part of Yarriambiack Shire Council's culture, reflected in policies, systems and processes. This includes strategic business planning, performance, management and overall governance to ensure sound financial management and effective service delivery.

### 12 Aims and Objectives

Yarriambiack Shire Council has a responsibility to effectively identify, assess and manage the risks and opportunities associated with its operations and facilities, as far as reasonably practicable. As per our current Council Plan, we seek to maintain an organisation wide Strategic and Operational Risk register.

Our objectives for managing risks and identified opportunities are to:

- a) Successfully meet Council goals and objectives as stated in the Yarriambiack Shire Council Plan 2021-2025.
- b) Deliver high quality services, which make efficient use of the limited resources available.
- c) Support our approach to meeting legislative and other regulatory requirements.
- d) Safeguard our assets, people, financial, property and information.
- e) Create an environment where all Councillors, Employees, Volunteers and Contractors will assume responsibility for managing risks associated with their areas of responsibility.
- f) Continuously improve our approach to issues and concerns, enhancing our performance and seeking to become a leading Local Council in Victoria in risk management.

### 13 Governance

The Yarriambiack Shire Council Risk Management Manual describes the minimum risk management requirements Council is required to meet to demonstrate how the Council is managing risk effectively, including shared significant risk.

Council adopts the ISO 31000:2018 Risk Management – Guidelines which provides an internationally accepted basis for best practice risk management.

The Victorian Government Risk Management Framework (VGRMF) is mandated by the Standing Direction of the Minister for Finance's (*Ministerial Standing Direction*) 3.7.1 – *Risk Management Framework and Processes* and provides high level information for State Government agencies.

Whilst Council is not legislated to utilise the VGRMF or adopt the requirements of the Standing Directions, Council does utilise the VGRMF as best practice guidance framework.

Council also utilises detailed guidance, information and risk management support from the Victorian Managed Insurance Authority (VMIA).

## 14 Policy Statement

The Councillors' and Management of Yarriambiack Shire Council are committed to the ongoing identification, assessment and management of risks and opportunities associated with the performance of Council functions, the delivery of Council services, as far as is reasonably practicable.

### 14.1 Risk Appetite

The Councillors, on recommendation from the Audit and Risk Committee and Leadership Team adopt the risk appetite of the Council. The risk appetite is Council's primary connection between the strategic objectives of Council and its risk tolerance levels. The risk appetite will set the boundaries to define how much risk Council is prepared to accept.

[Refer to Appendix One – Council's Risk Appetite.](#)

### 14.2 Risk Culture

Risk culture refers to the system of beliefs, values and behaviours throughout Yarriambiack Shire Council that shapes the collective approach to managing risk and making decisions. Council has adopted a positive risk culture, where staff at every level appropriately manage risk as an intrinsic part of their day-to-day work.

To encourage a positive risk culture, Council has implemented the following key principles of effective risk culture:

#### ***Tone from the Top***

The Councillors, Audit and Risk Committee and Chief Executive Officer have set a tone from the top with a consistent set of values, standards, expected behaviours and practices to adhere too in relation to Risk Management.

#### ***Accountability***

Council has established:

- a) A reporting framework to monitor and manage risk.
- b) Council also has a Human Resource Manual and Employee Code of Conduct that outlines expected employee behaviours and disciplinary actions.
- c) Position Descriptions include Risk Management responsibilities.
- d) Audit and Risk Committee established with a defined Charter.

#### ***Strategy***

Council has included a Strategy as part of its Risk Management Manual that is reviewed annually. The strategy is to align with the Council Plan.

#### ***Communication***

Council is committed to enabling conversations within Council that enables managers and team members to determine the probability of risk materialising and the possible impacts, Communication is recognised as an effective tool to help Council avoid problems that may arise.

#### ***Awareness and Recognition of Positive Risk Culture***

Management is committed to recognising positive risk practices across the organisation and promoting the effect those practices have on good governance and reducing Council's risk profile.

#### ***Escalation of Risk***

Band news, or high-risk activities are escalated to Directors and/or the CEO and assessed to mitigate risks as soon as identified.



### **Supporting Tools, Templates and Mechanisms**

Risk Management is embedded into decision making practices. This is outlined in section 15.5.

### **Continuous Improvement**

Council is committed to continuous improvement. Leaders understand and value risk culture as a driver of good risk outcomes and the Council along with the Chief Executive Officer is responsible for setting, owning, instilling and overseeing an appropriate risk culture.

The management process for a prioritised focus on risk culture includes:

- understanding the Council's current risk culture and defining the desired risk culture.
- Identifying any gaps between the Council's current risk culture and desired risk culture.
- Defining the Council's approach to evolve the risk culture to close gaps over time.

### **14.3 Risk Management Practices**

Where possible, risk management practices are to be embedded in new and existing policies and procedures to control identified risks and challenges.

Council is to establish and maintain a Strategic Risk Register and an Operational Risk Register to identify, manage and control risks across the Council.

Each strategic risk and operational/function a risk consequence area is to be subject to a process of identification, assessment, control measure implementation and monitoring to reduce Council's risk profile.

All identified risks are to be reviewed quarterly, with control measures and control effectiveness updated as required.

The following Strategic Risks and Operational Risk Categories have been established in the RelianSys Software.

<b>Strategic Risk Categories</b>	<b>Operational / Function Risks Categories</b>
Innovation Risk	Asset Management
Corporate Governance, Compliance and Liability Risk	Business Continuity and Project Management
Security and Technology Risk	Procurement and Contract Management
Talent Management Risk	Cost Management (including heavy vehicle fleet)
Reputational Risk	Customer Service Management (including Vic Roads)
Political Risk	Operations
Financial Risk	Emergency Management
Environmental Sustainability Risk	Finance and Rates
Program and Project Risk	Fleet and Plant Management
Strategy Execution and Change Management Risk	Grant Management
	Human Resource and Payroll Management
	Local Laws

Strategic Risk Categories	Operational / Function Risks Categories
	Early Years and MCH Management
	Occupational Health and Safety
	Records and Information Management
	Road Management
	Information, Communication and Technology
	Waste Management
	Environmental Health
	Positive Ageing and Volunteer Management
	Libraries
	Community Development and Youth Management
	Sport and Recreation
	Development Services (Building and Planning)

#### 14.4 Software

Council utilise RelianSys Software to record, monitor and report on all Strategic and Operational risks.

#### 14.5 Embedding Risk Management Practices

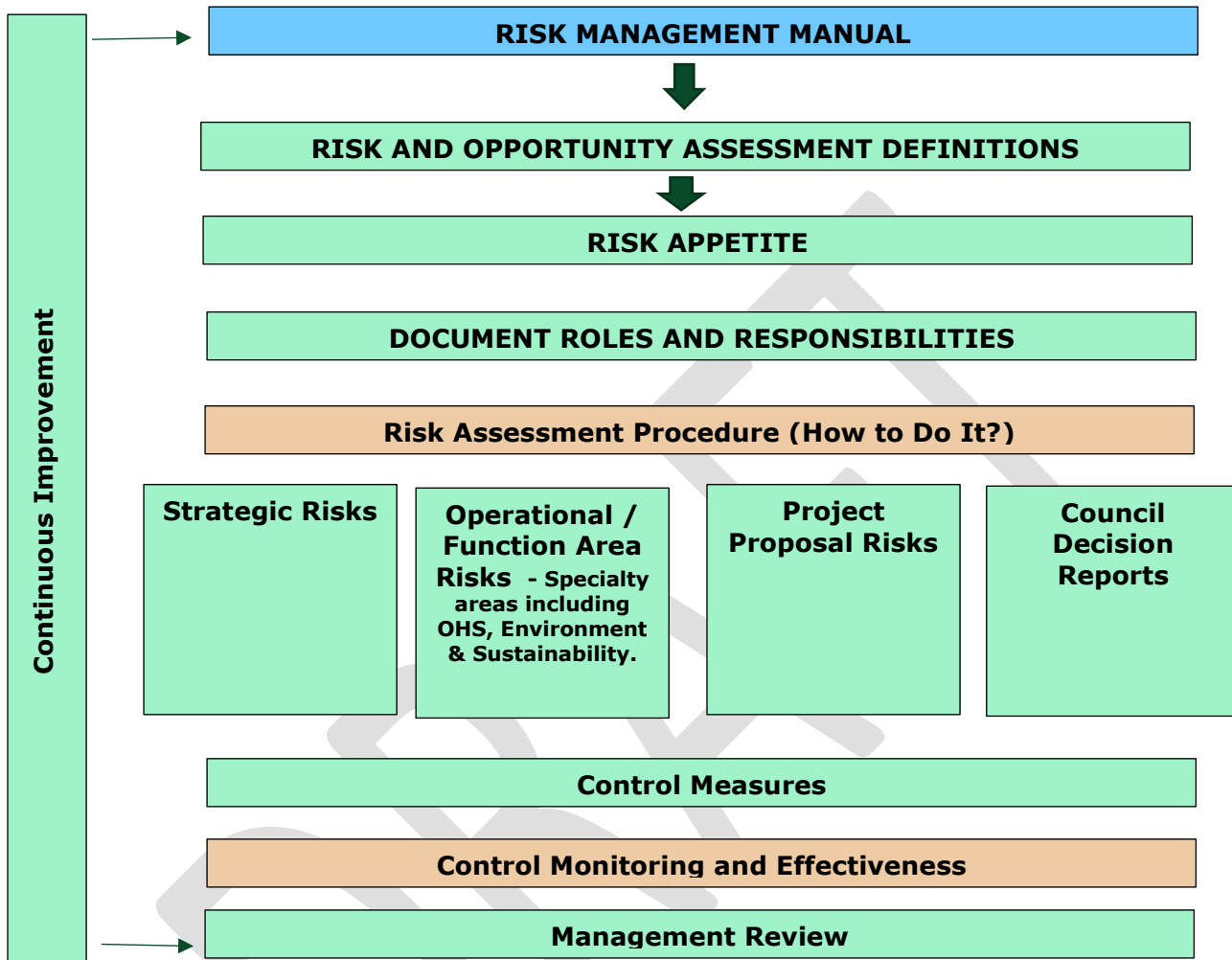
Risk management practices are embedded into Council's day to day functions as follows:

- a) Strategic planning
- b) Development of Project Mandates (Business Cases)
- c) Council Decision Reports
- d) Council Events
- e) Occupational Health and Safety Incident, Near Miss and Hazard Reporting.
- f) Emergency Management Practices.

## Framework and Guidelines

This section provides guidance and support to Good Risk Management Practices.

The following Risk Management Framework outlines how Risk is managed at Yarriambiack Shire Council:



## 15 Risk Evaluation

Risk Evaluation is completed to support decisions including whether to accept the risk (particularly if it falls within the Council's risk appetite) or whether to mitigate the risk through further treatment and prioritise those treatments.

Factors to use in evaluating a risk include:

- a) Comparing the level of the risk against the Council's view of the level of acceptable risk.
- b) Determining the level of the risk so low that treatment is not appropriate.
- c) Assessing if the opportunities outweigh the threats to such a degree that the risk is justified.
- d) Considering if the cost of further treatment is excessive compared to the benefit.
- e) Checking to ensure there is an available treatment.

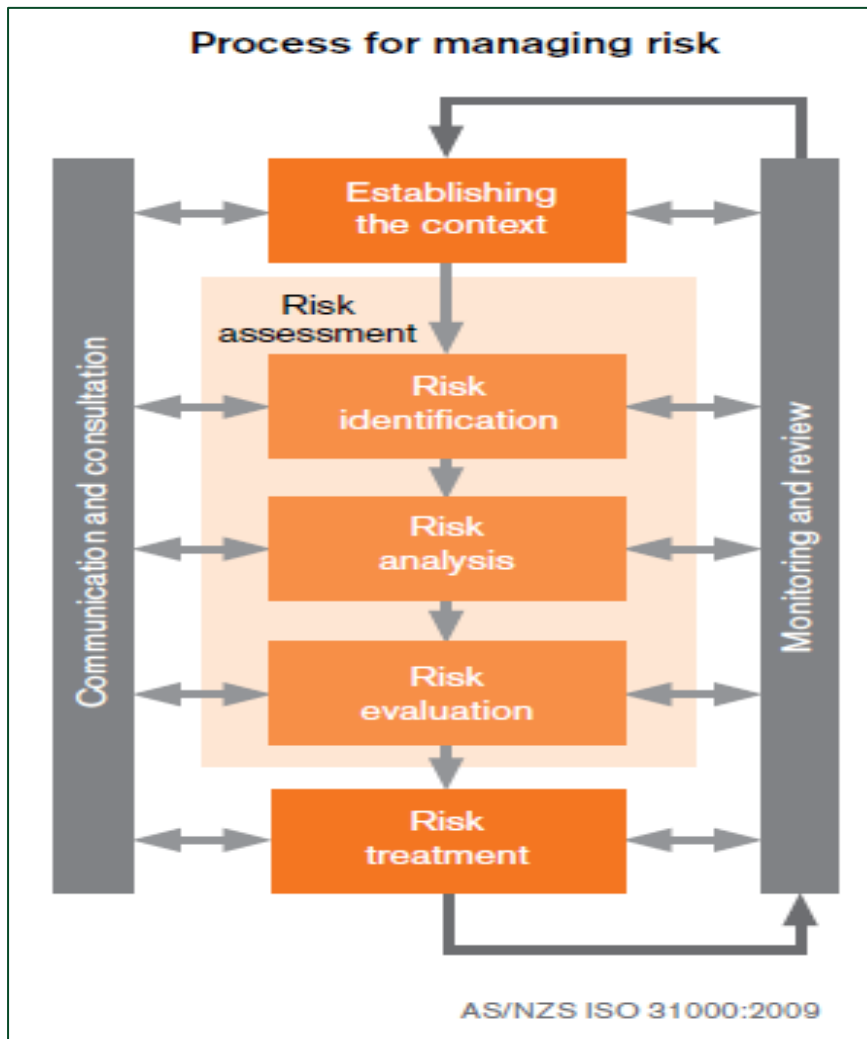
The risk evaluation should be conducted by the risk owner (applicable Manager, Director or the CEO). The risk evaluation may lead to a decision that either:

- a) Accepts the risk;
  - i. further treatment may be applied but will be a lower priority; or
  - ii. if no further treatment, ongoing monitoring of the risk and controls is required to ensure the risk remains acceptable.
- b) Does not accept the risk;
  - i. further treatment will be required to bring the risk within the Council's risk appetite;
  - ii. the risk owner may be required to undertake further analysis to better understand the risk; or
  - iii. the Council may need to reconsider objectives.



## 16 Process for Managing Risk

The following diagram outlines the specific risk and opportunity assessment process to be applied, irrespective of what is being assessed:



### 16.1 Establish the Context

Determine the 'scope' or 'boundary' or 'thing' you are assessing the risks for. For example, understand whether it is a once off project or an ongoing process.

Go through a process of understanding the drivers for your project, such as using the P-E-S-T-L-E framework:

- Political
- Economical
- Socio-cultural
- Technological
- Legal
- Environment

Understand what impacts on the area being assessed, including considering:

- The Council Plan's objectives.
- Legal and regulatory obligations.
- Voluntary commitments of Yarriambiack Shire Council.
- Other groups outside the 'boundary' being assessed.

## 16.2 Risk Identification

After understanding the boundary and drivers, identify as many risks and opportunities as you can.

Use the strategic risk categories to assist with the brain-storming. Council's internal and external audit program, along with reports from the Victorian Auditors Generals Office, Local Government Inspectorate, Independent Board-based Anti-corruption Commission and the Ombudsman can be useful tools to identify risks and opportunities for improvement across Council.

## 16.3 Risk Analysis

For each risk, consider the impact of the existing controls on managing the risk in relation to the area being assessed, and rate the current residual risk using the likelihood and consequence definitions.

Most importantly, consult widely when analysing risks. Consider internal and external stakeholder views. Conduct risk workshops where participants vote on risks to gauge different viewpoints on risk/opportunity importance.

## 16.4 Risk Evaluation

After rating all the risks, rank them in order and consider the overall impact on the area being assessed. These results are documented in either the Strategic or Operational Risk register.

It may help to plot the risks on a risk matrix to get a visual idea of how many extreme, high, medium and low risks there are overall.

Identify those risks and opportunities which need additional controls in line with Yarriambiack Shire Council's risk appetite.

## 16.5 Risk Control Measures

Based on the results of the evaluation, develop additional controls and document them in RelianSys Software, together with timeframes for implementation.

For Strategic Risks, the Director Business Strategy and Performance is responsible for overseeing the control measure implementation.

For Operational Risks, Managers are assigned the responsibility for implementing control measures.

Risk control measures established in RelianSys software are as follows:

Control Measure	Description
Elimination	Eliminate risk or hazard
Substitution	Reducing the risk by substituting it with lesser risk
Engineering	Reducing risk through engineering changes and/or systems of work
Administrative	Administrative actions implemented to minimise exposure to hazards

## 16.6 Monitoring and Review

The control measures are to be reviewed each quarter and the responsible officer assigned to the risk is allocated the task of recording the control measure effectiveness in RelianSys Software.

The CEO, Directors, Managers and the Audit and Risk Committee all have access to RelianSys Software – Risk Module. The level of access provided is to ensure Accountable Officers and the Audit and Risk Committee can monitor and/or manage risk controls.

#### **16.6.1 Control Effectiveness Testing**

Control effectiveness testing involves the regular review of Council's controls to ensure they are designed and operating effectively to minimise the risks they are intended to mitigate.

Controls testing and validation is important in ensuring Council is reviewing its risks and developing effective methods to minimise these where possible. The establishment of an effective controls framework includes:

- a) Defining a controls library. A controls library contains common controls testing examples, including what is considered to be a key control. A key control can provide reasonable assurance that material errors may be detected and prevented in a timely manner. This could include policies and procedures, embedded authorisations and approval process, training and clear descriptions or segregation of duties.
- b) Identifying control ownership. Control owners should be identified and designate roles and responsibilities defined. It may also be beneficial to focus on accountability and consequences of a failure to control and mitigate the risk as part of the risk owner's performance reviews.
- c) Control testing and validation. Controls should be regularly reviewed to ensure they are designed and operating effectively to minimise the risks they are intended to mitigate. Control testing and validation could include:
  - Control self-assessments by control owners.
  - Consideration of breaches, internal audit findings and / or any process issues identified during the year as part of the annual review of the risk profile.
  - Regular review and testing of key controls by either re-performing the control, observing / inspecting that the control is working.

### **17 Risk Maturity**

Risk maturity describes risk capability and the level of sophistication a Council operates at in terms of its risk processes and procedures. Risk maturity is not a static concept and should be tailored to reflect how risk can best support delivery of the Council's strategic objectives. As Yarriambiack Shire Council's environments change, risk management evolves to ensure that it continues to support Council achieving its objectives. Council should always consider developing and implementing strategies to improve its risk maturity (or maintain it at the desired level) to ensure it supports effective risk management.

### **18 Risk Management – Position Descriptions and Charters**

As individuals, we all play a part in managing risk at Yarriambiack Shire Council in relation to our organisation, our people and the environment. Specifically, the following roles and responsibilities are assigned for managing risks and opportunities:

#### **Audit & Risk Committee**

- Review the Risk Management Policy, and Yarriambiack Shire Council's risk appetite, risk management system and risk profile on an annual basis, and suggest amendments as required.

**Councillors**

- Provide adequate people and budget resource provision for risk management.
- Based on recommendations from the Audit and Risk Committee, review and approve the Risk Management Manual on an annual basis, and suggest amendments as required.

**Chief Executive Officer**

- Maintain overall responsibility for the effective identification and management of all types of risk across Yarriambiack Shire Council's operations.

**Managers**

- Overall accountability for the ongoing implementation and continuous improvement of risk management within their division. This includes the ongoing maintenance of operational risk registers and action plans for all functions in their division.
- As part of the Extended Leadership Team, review and approve the Risk Management Manual, and Yarriambiack Shire Council's risk appetite, risk management system and risk profile on an annual basis.
- Yarriambiack Shire Council's Risk Management Manual, program and the application of sound risk management practices within the workplace and community are observed and complied with at all times.

**Director Business Strategy and Performance (Risk Manager)**

- Facilitate the identification and management of strategic and operational risks across the organisation, including special committees of Yarriambiack Shire Council.
- Advise management and staff of compliance risks in terms of relevant legislation and standards and the action necessary to manage these risks.
- Ensure that Yarriambiack Shire Council's assets and operations, together with liability risks to the public are adequately protected through appropriate risk management and loss control programs and measures.
- Build a risk awareness culture across the Yarriambiack Shire Council that ensures risks are actively identified and treated and opportunities maximised.
- Ensure Yarriambiack Shire Council's Risk Management Manual, program and the application of sound risk management practices within the workplace and community are observed and complied with at all times.

**People and Safety Officer**

- Ensure that Yarriambiack Shire Council's assets and operations, together with liability risks to the public are adequately protected through appropriate risk management and loss control programs and measures.
- Build a risk aware culture across the Yarriambiack Shire Council that ensures risks are actively identified and treated and opportunities maximised.
- Ensure Yarriambiack Shire Council's Risk Management Manual, program and the application of sound risk management practices within the workplace and community are observed and complied with at all times.



**Supervisors, Coordinators and Team Leaders**

- Ensure Yarriambiack Shire Council's Risk Management Manual, program and the application of sound risk management practices within the workplace and community are observed and complied with at all times.
- Support their Director and/or Manager to identify, assess and manage risks and opportunities in their functional area, including the development and implementation of approved work practices.
- Ensure the provision of a safe and healthy work environment and the implementation of appropriate safe work practices and control measures.
- Communicating risk management policy and procedures to employees, volunteers and contractors.
- Consulting with employees, volunteers and contractors to identify, assess and manage risks and opportunities associated with their work.

**Employees**

- Ensure Yarriambiack Shire Council's Risk Management Manual, program and the application of sound risk management practices within the workplace and community are observed and complied with at all times.
- Perform duties in a manner that considers significant risks and opportunities, adhering to approved work practices at all times.
- Identifying new or emerging threats or opportunities in their actions every day, and communicating with their supervisors and managers to adequately manage the associated risks.
- Provide risk management related information as requested.
- Consulting with managers and supervisors if there is any uncertainty in relation to risks and opportunities in their work.

**Contractors and Volunteers**

- Perform duties in a manner that considers significant risks and opportunities, adhering to approved work practices at all times.
- Consulting supervisors and contacts if there is any uncertainty in relation to risks and opportunities in their work.
- Provide risk management related information as requested.

**19 Insurance as a Risk Management Tool**

Council should make best use of their available resources and assets to manage risk and minimise loss. Insurance may be used to transfer or manage the risk of financial loss. The use of insurance needs to be considered in the context of:

- a) The nature of the risk
- b) The availability of alternative risk management and risk mitigation strategies.
- c) The financial consequences of choosing not to insure; and
- d) the level of loss the Council can bear.

The level of insurance required should be based on:

- a) The Council's risk profile and risk appetite.

- b) Past claims experience.
- c) The availability and cost of insurance.

Insured risk needs preventative and mitigating treatments where appropriate to reduce the probability of occurrence or severity of the outcome of an adverse event, and to provide a cost benefit analysis of potential actions.

If the risk is not insurable, the Council's risk management process should set out an alternative response to address the risk.

Council is to keep a register of all insurance policies and a report is to be provided to the Audit and Risk Committee on an annual basis, in accordance with the annual workplan.

## **20 AS ISO 31000:2018 Risk Management – Guidelines**

Each Council is unique and the approach to managing risk needs to be appropriate and tailored to the activity, size, complexity and risk profile of the Council. A Council's approach to risk management must be consistent with the *AS ISO 31000:2018 Risk Management – Guidelines*.

## **21 Risk Evidence Checklist**

Council should undertake a Risk Evidence Checklist annually and submit to the Audit and Risk Committee for review on an annual basis.

[Refer to Appendix Two – Risk Evidence Checklist](#)

## **22 Risk Management Assurance Map**

Council is to complete a Risk Management assurance map for Council's Strategic Risks and report to the Audit and Risk Committee and Council on an annual basis.

[Refer to Appendix Three – Assurance Map](#)

## **23 Emergency Management**

Emergency management contributes to community safety through the reduction of the impact of emergency related events that can cause death, injury, loss of property and community disruption. The planning for, and the management of, emergencies is a shared responsibility with communities, government, agencies and business.

The potential consequences of emergencies can be sudden, visible and highly damaging. Victoria has in place a governance structure that assists in managing emergency risks through a shared vision of *safer and more resilient communities*.

Victoria operates a multi-agency framework for emergency management that enables capacity to adapt to new or changed circumstances, within a broader emergency management system.

## APPENDIX ONE – RISK APPETITE STATEMENT

<b>Overall Risk Appetite</b>	We want everyone to take responsibility for the management of risk in our organisation. Specifically, we are willing to engage with higher levels of risk where the outcomes would benefit our employees, contractors and community. Conversely, we have little to no appetite for engaging with risk that could harm our employees, contractors and community.
<b>Definitions</b>	<p><i>Cautious Appetite: Seek safe delivery options. Remain with existing situation. Appetite for risk taking is limited, this can be due to stringent legislative constraints and/or significant consequences.</i></p> <p><i>Accepting Appetite: Prepared to invest money, time and/or resources for an overall benefit to community or stakeholders. Acknowledge that potential loss from a risk is not great enough to warrant spending money to avoid it.</i></p> <p><i>Controlled Appetite: Is a tightly controlled environment with stringent process and procedures to follow with a strong accountability framework to measure and monitor compliance.</i></p>

Strategic Risk	Risk appetite statement	Source / Indicator	Risk tolerance range		
			Acceptable	Tolerable	Unacceptable
Financial	<p>A <b>cautious appetite</b> for financial volatility and desire to carefully control costs.</p> <p>We will monitor this by:</p> <ul style="list-style-type: none"> <li>We operate within the approved organisational budget expenditure limit of ≤10.0% (Operational, Capital and Labour).</li> <li>Decrease in rates debtors from prior financial year by 10.0%</li> <li>Working capital ratio to be &gt;100%</li> <li>Suppliers paid in 30 days or less</li> <li>Completing the Local Government Performance Reporting bi-annually and the ratio's quarterly to Councillors and A&amp;R Committee.</li> </ul>	Annual Councillor approved budget	1.0% – 5.0%  = or >10.0%  >100%  30 days or less  Quarterly	5.0 – 10.0%  9.9% - 8.0%  100% - 90%  30 – 35 days	>10.0%  <8.0%  <90%  >35 days  Less than Quarterly

Strategic Risk	Risk appetite statement	Source / Indicator	Risk tolerance range		
			Acceptable	Tolerable	Unacceptable
Talent Management	<p>An <b>accepting appetite</b> for applying new approaches to ensure we remain an employer of choice in our region, while maintaining safety and service levels.</p> <p>We will do this by:</p> <ul style="list-style-type: none"> <li>maintaining an annualised staff turnover rate of 15% or less over a rolling 12-month period.</li> <li>ensuring our rate of staff absenteeism remains at <math>\leq 3\%</math> in each month.</li> <li>less than five accepted workers' compensation claims annually.</li> <li>Maintain the number of staff with excess of 8 weeks leave at <math>&lt; 10\%</math>.</li> </ul>	Median staff initiated turnover rate for public sector agencies	$\leq 15\%$	15% – 17%	$\geq 17\%$
		VPS benchmark	$< 3.0\%$	3.0% – 5.0%	$> 5.0\%$
		2019 sector benchmark	$< 5$	5 – 7	$> 7$
		Key Pay Reports	$< 10.0\%$	10.0% - 15.0%	$> 15.0\%$
Reputational	<p>A <b>cautious appetite</b> to lose a valued position of trust with our community.</p> <p>We will maintain a level of community engagement of at least 60%.</p> <p>We will address all complaints within their required timeframes in accordance with Council's Complaints Handling Policy</p>	Councillor - approved minimum level	$\geq 60\%$	55% – 60%	$\leq 55\%$
			Complaints open $> 30$ days	30 days	$< 30$ days
Innovation	<p>An <b>accepting appetite</b> to innovate through projects and R&amp;D to benefit our community.</p> <p>We accept that 10% of project effort may not result in immediate or direct community benefits as long as lessons are learned for future services and products.</p>	Annual Councillor approved budget	$\geq 10\%$	10% – 20%	$> 20.0\%$
Corporate Governance, Compliance and Liability	<p>A very <b>controlled appetite</b> for information security breaches, frauds or proven ethical complaints.</p> <p>We maintain a zero tolerance for such events.</p> <p>We will monitor this level by:</p>	Government Information Security Policy Standard,	Legislative Policies & Plans 0 instances		Legislative Policies & Plans 0 instances



Strategic Risk	Risk appetite statement	Source / Indicator	Risk tolerance range		
			Acceptable	Tolerable	Unacceptable
	<ul style="list-style-type: none"> <li>Reporting on Number of Policies overdue, with a zero tolerance to overdue legislative policies, and 60 days for administrative policies.</li> <li>Number of severe consequence level audit actions not rectified within one month.</li> <li>Engaging an Internal Auditor and establishing a functioning Audit and Risk Committee that meets at minimum quarterly.</li> <li>Maintaining an Audit and Risk Committee Workplan.</li> <li>Reporting quarterly to Council and the Audit and Risk Committee on the Performance Management Framework Indicators, that are based on Council's Risk Appetite.</li> <li>Monitoring the number of Public Liability Claims, Significant legislative breaches and reporting to Council and A&amp;R Committee quarterly.</li> <li>100% of Staff to be up to date and completed Governance and Compliance Training and Induction Program.</li> <li>Encouraging a 'just' culture that allows staff and community to identify and register risks, issues or complaints without fear of reprisal.</li> </ul>	Compliance Standard	Administrative Policies & Plans  Completed and adopted within >60 days	Administrative Policies & Plans  Completed and adopted within 60 – 70 days	Administrative Policies & Plans  Completed and adopted > 70 days
Programs and Projects	<p>An <b>accepting appetite</b> to apply for funding opportunities and/or utilise Council funds to delivery programs and project that meet Council Plan objectives and community expectations.</p> <p>We accept that to secure funding and to deliver additional projects and programs (in addition to current offered programs) our full-time equivalent employees may increase up to 1 FTE per \$5 million additional funds received.</p> <p>We will aim to apply for and be successful in securing funding opportunities in excess of \$1.5 million per year, in addition to already secured operational funding.</p>	Council Plan objectives.  Priority Project List.	1 FTE increase  = or >\$1million	1.5 FTE increase  Between \$999k - \$900k	2 FTE increase  <\$900k

Strategic Risk	Risk appetite statement	Source / Indicator	Risk tolerance range		
			Acceptable	Tolerable	Unacceptable
	We will ensure all contracts are current and no contracts are past due date.	Contracts Register	0 due	1 due	>1 due
Strategy Execution and Change Management	<p>An <b>accepting appetite</b> to be agile on the delivery of the Council Plan objectives to meet the changing internal and external environment.</p> <p>We accept that our Council Plan actions will be an evolving action plan being reviewed annually.</p> <p>We will monitor our Strategy Execution and Change Management by:</p> <ul style="list-style-type: none"> <li>Monitoring the number of overdue Strategies and Plans</li> <li>Delivery on each Year of Action Plan annually</li> </ul>	Council Plan	0 instance 1 x action not delivered	1 instance 2 x actions not delivered	2 instances 3 x actions not delivered
Security and Technology	<p>A very <b>controlled appetite</b> for security breaches and technology failures, due to our ICT environment not being maintained.</p> <p>We maintain a zero tolerance for such events.</p> <p>We will monitor this by:</p> <ul style="list-style-type: none"> <li>Aiming to have 80% of help desk tickets resolved.</li> <li>Ensuring all back-ups of all systems are completed and successful each day.</li> <li>Reporting annually on ICT Strategy completion</li> </ul>		0 instances  >80% 1 daily back-up 1 x action not delivered	80.0% - 75.0% 1 daily back-up 2 x actions not delivered	0 instances  <75.0% 0 daily back-up achieved >2 x actions not delivered
Environment and Sustainability	<p>A <b>controlled appetite</b> for environment and sustainability breaches.</p> <p>We will maintain a zero tolerance for such events.</p>		0 instances		0 instances

Strategic Risk	Risk appetite statement	Source / Indicator	Risk tolerance range		
			Acceptable	Tolerable	Unacceptable
	We will monitor this level by: <ul style="list-style-type: none"> <li>Adequate annual EPA approvals in place for saleyard and landfills.</li> </ul>				
Political	A <b>cautious appetite</b> to jeopardise a well-developed political relationship across all levels of government.  We will maintain a level of respect and advocacy at a Councillor Senior Management Level to achieve positive outcomes for our community.  We will monitor this by: <ul style="list-style-type: none"> <li>Recording the number of advocacy events attended by Councillors and Senior Management, with the aim to attend at minimum 10 per year.</li> </ul>	Advocacy events and meetings	> 10 events per year	8 events per year	< 8 events per year

**APPENDIX TWO – RISK EVIDENCE CHECKLIST**

Requirement	Yes/No/Partial (P)
<b>Governance</b>	
The agency has a risk management framework in place consistent with AS/NZS ISO 31000:2018 Risk Management Principles and Guidelines.	
The risk management manual (including Strategy, Policy and Framework) is reviewed annually to ensure it remains current and is enhanced, as required.	
The risk management manual supports the development of a positive risk culture within the Council.	
The Council's risk profile has been reviewed within the last 12 months.	
Risk management is incorporated into the Council's corporate and business planning processes.	
<b>Process</b>	
The risk management processes are effective in managing risk to a satisfactory level.	
It is clear who is responsible for managing each risk.	
Inter-Council and agency risks are addressed and the Council contributes to the management of shared risks, as appropriate.	
<b>Resources</b>	
Adequate resources are assigned to risk management.	

Requirement	Yes/No/Partial (P)
<b>Insurance</b>	
Arrange all insurances with approved insurance provider.	
As part of the annual insurance process, determine the appropriate level of insurance in consultation with approved insurance broker.	
As part of the annual insurance process, maintain a register of all insurance and indemnities and make this available to Senior Management and Councillors on request.	

Issue of partial or non-compliance (material gap)	Remedial action
Outline the deficiency that has been identified through the assessment process and its significance (e.g. scale, potential impact).	Outline the steps that will be taken to improve compliance, including the timeframe for implementation.



### 13.3 Procurement Policy

Prepared by Tammy Smith, Director Business Strategy and Performance

#### SUMMARY

In accordance with the *Local Government Act 2020*, Council is required to prepare and adopt a Procurement Policy, which specifies the principles, processes and procedures applying in respect of the purchase of goods, services and works.

Council must adopt the first procurement policy under section 108 of the *Local Government Act 2020*, by 31 December 2021 and the policy must be reviewed at least once during a four-year term of Council.

#### RECOMMENDATION

That Council:

Adopt version six of the Procurement Policy as attached, to comply with section 108 of the *Local Government Act 2020*.

#### ATTACHMENTS

[Attachment: Version Six – Procurement Policy](#)

#### DISCUSSION

Council's procurement policy has been revised and reviewed to assure compliance with the requirements of Section 108 of the *Local Government Act 2020*, that came into effect on 01 July 2021. Council has six months from the commencement of this section to adopt a complying policy.

Version six of the procurement policy includes the following sections to fulfil the requirements of the Act as follows:

Section 108 Local Government Act 2020 Requirements	Version 6 – Procurement Policy Reference
The contract value above which the Council must invite a tenderer or seek and expression of interest.	Section 7 – Procurement Thresholds and Competition Requirements.
A description of the criteria to be used by Council to evaluate whether a proposed contract provides value for money.	Section 12 – Demonstrate Sustained Value and Integration with Council Strategy.  Supporting Document: Procurement Management Manual (separate document detailing the procurement procedure adopted by the Chief Executive Officer).
A description of how the Council will seek collaboration with other Councils and	Section 7.5 Ministerial Approved Arrangements and Agency Agents.

Section 108 Local Government Act 2020 Requirements	Version 6 – Procurement Policy Reference
public bodies in the procurement of goods and services.	Section 12 – 12.3 Collaboration.
The conditions under which the Council may purchase goods or services without inviting a public tender or expression of interest.	Section 7.6 Exemption from RFx process. RFx refers to Request for Tender, Request for Quote, Expression of Interest and Invitation to Supply.
A description of the process to be undertaken in inviting a public tender or expression of interest.	Section 8 – determining the Procurement Process.  Supporting Document: Procurement Management Manual.
Any other matters prescribed by the regulations.	No further requirements listed as at time of writing report.

Version six of the Procurement Policy has been updated to include the requirement to receive a written quote for purchases between \$101 to \$5000 dollars. The written quote is to be attached to the purchase order requisition.

The Council also has enacted a Procurement Management Manual, which supports and details the overarching procurement process. This document was adopted on 27 May 2020 by the Chief Executive Officer and has since been revised on 05 August 2020 and 16 February 2021. The document is currently under review to ensure compliance with the revised Procurement Policy.

### RELEVANT LAW

Council is required to have a Procurement Policy under Section 108 of the *Local Government Act 2020*.

### COUNCIL PLANS AND POLICIES

Council Plan 2017-2021

*Strategic Objective 1 – Good Governance.*

This policy has been developed based on best practice guidance and to manage Council's strategic and operational risks.

### RELATED COUNCIL DECISIONS

Version Five Procurement Policy adopted on 26 August 2020 by Council.

### OPTIONS

Option 1: Accept the procurement policy as presented.

Option 2: Request changes be made to the procurement policy as Council has until the 31 December 2021 to adopt the revised policy, to comply with the *Local Government Act 2020*.

## SUSTAINABILITY IMPLICATIONS

Sustainability consideration have been considered such as:

- Economic viability of businesses within the municipality and the importance of supporting local supply (where possible) to encourage growth and prosperity within the Shire.
- Maintaining population. Supporting local supply assists with the maintenance and creation of jobs and promotes regional prosperity.

## COMMUNITY ENGAGEMENT

Engagement has not been undertaken to develop this policy.

## GENDER IMPACT ASSESSMENT

<b>Gender Impact Assessment (GIA)</b>	<b>Status</b>
Does this Council report recommendation e) Introduce a new policy, program and/or service; or f) Is it a review of a policy, program and/or service; that directly and significantly impacts the public?	YES <input type="checkbox"/> A GIA has been completed.  NO <input checked="" type="checkbox"/> A GIA is not required.
Link to Gender Impact Assessment	Not applicable

## RISK

Utilising the Risk Management Framework the following assessment has been made:

<b>Strategic Risk Description and Residual Risk Level</b>	<b>Action to Mitigate/Reduce Risk</b>	<b>Does Action maintain or reduce Residual Risk Level</b>
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low	The review and adoption of the policy ensures Council's compliance with the requirements of the <i>Local Government Act 2020</i> . The Policy also provides an overarching framework in which Council must undertake to procure goods, services and works.	Maintains Residual Risk Level
Reputational Risk - Residual Risk Level Low	A robust procurement policy and supporting procedure and processes ensures a transparent, accountable, and ethical system that provides value for money to our community.	Maintains Residual Risk Level
Financial Risk - Residual Risk Level Medium	Robust procurement processes ensure value for money is achieved, therefore	Maintains Residual Risk Level

<b><i>Strategic Risk Description and Residual Risk Level</i></b>	<b><i>Action to Mitigate/Reduce Risk</i></b>	<b><i>Does Action maintain or reduce Residual Risk Level</i></b>
	mitigating risks of financial losses and/or excess charges.	

**REGIONAL, STATE AND NATIONAL PLANS AND POLICIES**

Not applicable

**CONFLICTS OF INTEREST**

All officers involved in the preparation of this report have declared that they do not have a conflict of interest in the subject matter of this report.





# Procurement Policy

*Version 6*

***Ratified by Council: (Enter Date)***

## DOCUMENT CONTROL INFORMATION

<b>Policy Name</b>	<b>Procurement Policy</b>
<b>Business Unit</b>	<b>Business Strategy and Performance</b>
<b>File Location</b>	<b>Intranet / RelianSys</b>
<b>Document status</b>	<b>Final</b>
<b>Version</b>	<b>6</b>
<b>Version Date</b>	<b>25 August 2021</b>
<b>Next Review date</b>	<b>25 August 2024</b>

## DOCUMENT HISTORY

	<b>Version</b>	<b>Date</b>	<b>Author</b>
Approved	1	12 March 2014	Bernie Naylor
Draft	1.1	29 March 2019	Tammy Smith / Bernie Naylor
Draft	1.2	23 April 2019	Jessie Holmes
Approved	2	22 May 2019	Jessie Holmes
Approved	3	16 September 2019	Jessie Holmes
Approved	4	27 May 2020	Tammy Smith
Draft	4.1	19 August 2020	Tammy Smith
Approved	5	26 August 2020	Tammy Smith
Draft	5.1	01 June 2021	Tammy Smith
Approved	6	TBC	Tammy Smith

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## **1 Principles**

### **1.1 Background**

Yarriambiack Shire Council recognises that a procurement strategy and best practice contract and procurement principles, policies, processes and procedures will enhance the achievement of Council objectives such as socially responsible procurement, value for money, achieving innovation and providing best value services to the community.

### **1.2 Objectives**

The objectives of this Policy are to:

- a) Set a good governance and compliance direction for Council and Council employees in undertaking procurement.
- b) Establish a procurement framework for Council to achieve value for money and continuous improvement in the provision of services for the community.
- c) Ensure that Council resources are used efficiently and effectively to improve the overall quality of life of people in the local community.
- d) Achieve compliance with relevant legislative requirements.
- e) Achieve high standards of probity, transparency, accountability and risk management.
- f) Give preference to social procurement when considering the purchase of goods, services and works.
- g) Ensure all contractors and suppliers will be afforded an equal opportunity to tender or quote.
- h) Give preference to the procurement of goods, services and works from within Yarriambiack Shire Council and surrounding municipalities where price, quality, services, standards and delivery is comparable to other suppliers.
- i) Collaborate with other Councils and public bodies in the procurement of goods and services.

### **1.3 Scope**

This Policy provides the principles, processes and procedures that will be applied to the purchases of all goods, services and works obtained and/or undertaken by Council.

This Policy applies from when Council has identified a need for the procurement of goods, services and works and it continues through to the delivery of goods or completion of works or services.

### **1.4 Application of Policy**

This Policy will apply to all Councillors, Council employees and all persons engaged in procurement on Council's behalf, and they will be accountable for compliance with all relevant legislative requirements and requirements of this Policy.

### **1.5 Legislative Compliance Standards**

This Procurement Policy is made in accordance with the Local Government Act. The Act is the key legislative framework that regulates the process of all Local Government procurement in Victoria. The Act requires the Council to prepare, approve and comply with a Procurement Policy encompassing the principles, processes and procedures applied to all purchases of goods, services and works by the Council.

Council's procurement activities shall be carried out to the professional standards required by best practice and in compliance with the key legislative requirements.

Council will adhere to the provisions within the Act for all procurement matters consistent with the Victorian Local Government Best Practice Procurement Guidelines.

## 2 Owner

The owner of this Policy is the Chief Executive Officer. Enquiries regarding this Policy should be directed to the Director Business Strategy and Performance.

## 3 Treatment of GST

All monetary values stated in this Policy are excluding GST, except where specifically stated otherwise.

## 4 Definitions and Abbreviations

Term	Definition
Act	<i>Local Government Act 2020.</i>
Commercial in Confidence	Information that, if released, may prejudice the business dealings of a party e.g., prices, discounts, rebates, profits, methodologies and process information, etc. It is information provided for a specific purpose that is not to be used for any other purpose than set out in the initial document.
Contract Management	The process that ensures both parties to a contract fully meet their respective obligations as efficiently and effectively as possible, in order to deliver the business and operational objectives required from the contract and in particular, to provide value for money.
Contract	An agreement between two or more authorised persons on behalf of their organisations to perform or not perform a specific act/s that is enforceable in law. A contract may be verbal or written or inferred by conduct.
Contract Documents	Documents construed together as an instrument of contract. They may include terms & conditions, specifications, drawings, tender responses, delivery schedules and payment schedules.
Conflict of Interest	In Victorian Local Government, the law provides that a staff member holding a delegation or advising Council or a Special Committee has a conflict of interest which they must disclose in writing when they have a personal or private interest of the type specified in the legislation.
Consultant	Respondent (person, firm etc) whose tender/quotation offer has been accepted by the Council with or without modification. A Consultant is a person who provides expert professional advice.
Contractor	Respondent (person, firm etc) whose tender/quotation offer has been accepted by the Council with or without modification. A Contractor is a person or business that undertakes a contract to provide materials or labour to perform a service or do a job.
Council Staff	Includes full-time and part-time Council officers and temporary employees, contractors and consultants engaged by the Council.
Emergency	<ul style="list-style-type: none"> <li>Any urgent circumstance which may present a risk to public health and/or safety</li> <li>The failure of a 'key service provider'</li> <li>Significant damage to municipal building (where it is no longer safe)</li> </ul>

Term	Definition
	Major business disruptions such as an extensive IT failure resulting in a loss of services to the community.
Evaluation Criteria	The criteria used to evaluate the compliance and/or relative ranking of tender responses. All evaluation criteria must be clearly stated in the request documentation.
Probity	The dictionary definition of probity refers to uprightness, honesty, proper and ethical conduct and propriety in dealings. Within government, the word "probity" is often used in a general sense to mean "good process." A procurement process that conforms to the expected standards of probity is one in which clear procedures that are consistent with the Council's policies and legislation are established, understood and followed from the outset. These procedures need to consider the legitimate interests of suppliers and ensure that all potential suppliers are treated equitably.
Sustainability	Activities that meet the needs of the present without compromising the ability of future generations to meet their needs.
Procurement	Procurement is the whole process of acquisition of external goods, services and works. This process spans the whole life cycle from initial concept through to the end of the useful life of an asset (including disposal), or the end of a service contract.
e-Procurement	e-Procurement is integral to the overall development of procurement processes and involves the use of an electronic system/s to acquire and pay for supplies, services and works.
Corporate Social Responsibility (CSR)	Corporate Social Responsibility (CSR) is about taking positive action to demonstrate the Council's commitment to the local community and environment on which it impacts.
Social Procurement	Social Procurement uses procurement processes and purchasing power to generate positive social outcomes in addition to the delivery of efficient goods, services and works.
Late Tender	A late tender is one that it is not received prior to the advertised closing date/time.
Local Content / Local Businesses	Defined as labour, materials, plant and supervision, which are sourced from within the Shire boundary.
Prepayment	A payment made for goods/services prior to any works being undertaken.
Procurement Card	A procurement card is a type of company charge card used for smaller purchases to achieve greater cost efficiency, control and convenience. Procurement cards are also known as purchasing cards, Fleet Cards. Procurement cards can be tied to either a credit card or a bank account.
Expression of Interest (EOI)	A response to an open approach, usually by public advertisement, to the market requesting submissions from prospective suppliers interested in procurement. The list of potential suppliers who have provided expressions of interest may be used as the basis for conducting a select tender process.



Term	Definition
Request for Information (RFI)	A request for information is a solicitation document used to obtain general information about products, services or suppliers and can be used to gather information to assist with making a decision on what steps to take prior to the issuing of RFQ/RFT's.
Request for Proposal (RFP)	A request for proposal is generally sent to the supplier market, designed to capture commercial information and pricing. Allows Council to assess suitability and evaluate responses against a set of pre-defined requirements.
Request for Quotation (RFQ)	A request for quotation (RFQ) is a document that an organisation submits to one or more potential suppliers eliciting quotations for a product or service. Typically, an RFQ seeks an itemised list of prices for something that is well-defined and quantifiable.
RFx (Request for..)	RFx is a term used to refer to a family of 'Request for...' documents used to solicit responses of various types from suppliers. The three most commonly used documents in this family include Expression of Interest (EOI), Request for Quote (RFQ), and Request for Tender (RFT).
Specifications	The statement which clearly and accurately describes the essential requirements for goods, services or works. It may also include the procedures by which it will be determined that the requirements have been met and performance required in a contract.
Standing Offer Agreement	A contract that sets out rates for goods and services that are available for the term of the agreement. However, no commitment is made under the agreement to purchase a specified value or quantity of goods or services.
Sustainability	Activities that meet the needs of the present without compromising the ability of future generations to meet their needs.
Tender	An offer in writing to supply goods and/or services, usually submitted in response to a public or selective invitation such as a Request for Tender.
Tender Process	The process of inviting parties to submit a quotation or tender by public or private advertisement, followed by evaluation of submissions and selection of a successful bidder or tenderer.
Value for Money	Value for Money in procurement is about selecting the supply of goods, services and works taking into account both cost and non-cost factors including: Non-cost factors such as fitness for purpose, quality, service and support; and cost-related factors including whole-of-life costs and transaction costs associated with acquiring, using, holding, maintaining and disposing of the goods, services or works.
Variance	Is an alteration to the scope of works in a construction contract in the form of an addition, substitution or omission from the original scope of work.

## 5 Procedure and Guidance Notes

### 5.1 Effective Legislative and Policy Compliance and Control – Ethics and Probity

This Policy represents the principles, processes and procedures that will be applied to the purchase of all goods, services and works by Council. The scope of this Policy commences from when Council has

identified a need for procurement requirements through to the delivery of goods or completion of works or services.

This Policy will apply to Councillors, Council staff and all persons undertaking procurement on Council's behalf and they are accountable for complying with all relevant procurement legislative and Policy requirements.

## 5.2 Conduct of Councillors and Council Staff

Councillors and members of staff (and all persons engaged in procurement on Council's behalf) must exercise the highest standards of integrity in a manner able to withstand the closest possible scrutiny.

All members of staff have an overriding responsibility to act impartially and with integrity, avoiding conflicts of interest.

In procurement matters:

- a) Treat potential and existing suppliers with equality and fairness.
- b) Maintain confidentiality of Commercial in Confidence matters and information such as contract prices and other sensitive information.
- c) Members of staff must disclose a general conflict of interest and/or material conflict before providing advice or reports (or any other matter).
- d) Council officers delegated Council powers or duties are prohibited from exercising those powers, duties or functions if they have conflicts of interest.
- e) A Councillor must avoid conflicts between his or her public duties as a Councillor and his or her personal interests and obligations. Councillors (and members of audit committees) must disclose a conflict of interest in accordance with the Local Government Act.
- f) Councillors must comply with the Councillor Code of Conduct.
- g) Councillors must not improperly direct or improperly influence a member of Council staff in the exercise of any power on/in the performance of any duty or functions.
- h) Members of staff must comply with the Employee Code of Conduct for Council.
- i) All staff engaged in the evaluation of quotation or tender evaluation must adhere to this Policy and complete and lodge a Conflict of Interest Declaration and a Deed of Confidentiality.
- j) All Councillors and Staff must adhere to Council's Gifts, Benefits, Hospitality Policy in matters of procurement.

Councillors and Council staff must make their interests known in any situation where it could be perceived that an interest might unduly influence them.

## 5.3 Tender Processes

All tender processes shall be conducted in accordance with the requirements of this Policy and the Procurement Management Manual, relevant legislation and relevant Australian Standards and the Act.

## 5.4 Conflict of Interest

Councillors and Council staff must avoid situations in which private interests conflict, or might reasonably be thought to conflict, or have the potential to conflict, with their Council duties.

Councillors and Council staff must not participate in any action or matter associated with the arrangement of procurement and a contract (i.e. evaluation, negotiation, recommendation, or approval), where that person or any member of their immediate family has a significant interest or holds a position of influence or power in a business undertaking tendering for the work.

Councillors and Council staff must:

- a) **Avoid** conflicts, whether actual, potential or perceived, arising between their official duties and their private interests. Private interests include the financial and other interests of Councillors and Council staff, plus their relatives and close associates.
- b) **Declare** that there is no conflict of interest. Where future conflicts, or relevant private interests arise, Council staff must make their Manager, or the Chairperson of the relevant tender evaluation panel or board aware and allow them to decide whether the officer should continue to be involved in the specific procurement exercise.
- c) **Observe** prevailing Council and Victorian Local Government guidelines on how to prevent or deal with conflict of interest situations; and not take advantage of any tender related information for personal gain.

The onus is on the Councillor and the member of Council staff involved being alert to and promptly declaring an actual or potential conflict of interest to Council.

#### 5.4.1 Council Staff - Businesses and Plant

- a) Councillors and Staff who own or have a financial interest in a business may submit a tender for goods and/or services however, they must declare the conflict of interest to the Chief Executive Officer or as part of their Tender / Offer submission.
- b) Staff who own or have a financial interest in a business cannot directly procure goods and/or services from their own business on behalf of Council.
- c) Staff must declare their financial interest in a business to the Chief Executive Officer on commencement of employment or when they acquire the interest in the business.
- c) Council will not hire, lease or contract plant and/or equipment that:
  - a staff member owns, leases, or has a financial interest in;
  - a staff member's direct family owns, leases, or has a financial interest in; or
  - a staff member's business or trust owns, leases, or has a financial interest in.

### 5.5 Fair and Honest Dealing

- a) All prospective contractors and suppliers must be afforded an equal opportunity to tender or quote.
- b) Impartiality must be maintained throughout the procurement process so it can withstand public scrutiny.
- c) The commercial interests of existing and potential suppliers must be protected.
- d) Confidentiality of information provided by existing and prospective suppliers must be maintained at all times, particularly commercially sensitive material such as, but not limited to prices, discounts, rebates, profit, manufacturing and product information.
  - i. Unsuccessful tenderers / invitees will be notified at the conclusion of the procurement process and provided with the following information: The name of the successful tenderer / invitee.
  - ii. The award price / schedule of rates of the successful RFx.

### 5.6 Accountability and Transparency

Accountability in procurement means being able to explain and evidence what has happened. The test of accountability is that an independent third party must be able to see clearly that a process has been followed and that the process is fair and reasonable.

Therefore, the processes by which all procurement activities are conducted will be in accordance with the Council's procurement policies and procedures as set out in this Policy and related Council policies and procedures.

Additionally:

- a) The responsible Council staff must be able to account for all procurement decisions made over the lifecycle of all goods, services and works purchased by the Council.
- b) Where necessary, brief tenderers regarding the documented decision-making process.
- c) All procurement activities are to leave an audit trail for monitoring and reporting purposes.

### **5.7 Gifts, Benefits and Hospitality**

No Councillor or member of Council staff shall, either directly or indirectly, solicit or accept gifts or presents from any member of the public involved with any matter that is connected with the duties of the Officer, or in which the Council is interested.

Councillors and Council staff must not accept gifts, benefits or hospitality from contractors or their representatives, or from organisations, firms or individuals with whom they have official dealings.

Councillors and Council staff should not visit the premises of a contractor, organisation, firm or individual uninvited unless on official business. All business negotiations in accordance with the Procurement Policy and Procurement Management Manual should be conducted on Council premises.

Offers of bribes, commissions or other irregular approaches from organisations or individuals (no matter how flimsy the evidence available), must be promptly brought to the attention of the Chief Executive Officer or the Mayor.

### **5.8 Disclosure of Information**

Information received by Council that is Commercial in Confidence must not be disclosed and is to be stored in a secure location. Councillors and Council staff are to protect, by refusing to release or discuss information to the extent that it is, Commercial in Confidence.

This may include information disclosed by organisations in tenders, quotations or during tender negotiations:

- a) Pre-contract information including, but not limited to, information provided in quotes, tenders or subsequently provided in pre-contract negotiations.
- b) Councillors and Council staff are to avoid references to current or proposed contracts in discussion with acquaintances or outside interests.
- c) Discussion with potential suppliers during tender evaluations should not go beyond the extent necessary to resolve doubt on what is being offered by that supplier.
- d) At no stage should any discussion be entered into with any tendering party or its representative or agent that could have potential contractual implications prior to the contract approval process being finalised, other than authorised pre-contract negotiations.

Discussion with potential suppliers during tender or quotation evaluations should not go beyond the extent necessary to resolve doubt on what is being offered by that supplier. Such discussions should only occur with the authorised person nominated in the evaluation process.



## **6 Governance**

### **6.1 Governance Structure**

The Council shall:

- a) Establish a procurement management responsibility structure and delegations ensuring accountability, traceability and auditability of all procurement decisions made over the lifecycle of all goods, services and works purchased by the Council.
- b) Ensure that Council's procurement structure is flexible enough to purchase in a timely manner the diverse range of material, goods, works and services required by Council.
- c) Ensure that prospective contractors and suppliers are afforded an appropriate opportunity to tender/quote.
- d) Encourage competition.
- e) Ensure that policies that impinge on the purchasing policies and practices are communicated and implemented.

### **6.2 Standards**

The Council's procurement activities shall be carried out to the professional standards required by best practice and in compliance with:

- a) The Act.
- b) Council's policies, procedures and guidelines.
- c) The Council's Code of Conduct, (Includes Councillors Code of Conduct and Employee Code of Conduct).
- d) Local Government Best Practice Procurement Guidelines.
- e) Other relevant legislative requirements such as, but not limited to, the *Trade Practices Act*, *Goods Act* and the *Environmental Protection Act*, and the relevant provisions of the *Competition and Consumer Act 2010*. Procurement operations are consistent with prescribed rights and responsibilities and they respect the 20 fundamental rights within the *Victorian Charter of Human Rights and Responsibilities Act 2006*.

### **6.3 Methods of Purchasing**

The Council's standard methods for purchasing goods, services and works shall be by some or all of the following methods:

- a) Procurement Card (e.g. Credit Card, and Debit Card). Note all purchase via a credit card and/or debit card must be undertaken by first completing a [Credit and Debit Card Purchase Request Form](#). The form must be approved by applicable Council Officer prior to purchase being undertaken.
- b) Fleet card. Fuel can only be purchased via authorised fleet cards (Refer to Fleet Card section of Procurement Management Manual).
- c) Purchase order requisition for all goods and services (unless via procurement card, credit or debit card).
- d) Purchase order requisition following a quotation process from suppliers for goods or services that represent best value for money under directed quotation thresholds.
- e) Under contract following a tender process.
- f) Where Council is satisfied that Value for Money requirements have been fulfilled, under purchasing schemes including collaborative purchasing arrangements with other Councils and

commercial schemes such as provided by Procurement Australia, the Municipal Association of Victoria (Vendor Panel) and the State Government Purchasing Panel. Utilising this method would not require Council to go to market with an RFx.

- g) Where Council is satisfied that Value for Money requirements have been fulfilled in item 6.3 (f), Council may utilise that pricing to negotiate a best and final offer from a local supplier.
- h) Unless other arrangements authorised by Council or the Chief Executive Officer on a needs basis as required by abnormal circumstances such as emergencies.

The Council may, at the Chief Executive Officer's discretion and based on the complexity and cost of the project, conduct one stage or multi-stage tenders.

Typically a multi-stage tender process will commence with an expression of interest stage followed by a tender process involving the organisations selected as a consequence of the expression of interest stage.

Council may also choose to seek Requests for Information or Requests for Proposals as a precursor to the tender process.

A Council Director or Manager may determine to seek Expressions of Interest where:

- a) There is likely to be many tenderers and tendering will be costly or the procurement is complex; and Council does not wish to impose the costs of preparing full tenders on all tenderers.
- b) There is uncertainty as to the willingness and/or interest of parties or vendors to offer the potential products or services or to undertake the proposed works.
- c) The requirement is complex, difficult to define, unknown or unclear.
- d) The requirement is capable of several technical solutions.
- e) The requirement is generally known but there is still considerable analysis, evaluation and clarification required (both of the objective and the solution).

An Expression of Interest process can be undertaken where determined by the Chief Executive Officer, a Director or Manager and where Council advertises publicly:

- a) The purpose and nature of the contract.
- b) The date by which it will invite tenders.

Tenders and Expressions of Interest should not be used to compensate for a lack of understanding as to a Council's needs. If uncertain what is required; a simple Request for Information should be undertaken. A Request for Information may be undertaken for reasons which include establishing:

- a) The availability of technologies, products or services available in the market place to meet Council needs.
- b) Whether proposed terms and conditions or deliverable expectations are acceptable in the market place.
- c) Whether proposed budgets are adequate to meet non-standard procurement needs – inadequate budgets should not become apparent when tenders are opened.

A Request for Information should be used rather than a Request for Tender or Expression of Interest in order to improve understanding of needs, availability and likely costs.

A Request for Information will be undertaken similar to an Expression of Interest and advertised accordingly. Care must be taken when writing a specification for a Request for Information to ensure there is no commitment to purchase inadvertently included.

## 6.4 Responsible Financial Management

The principle of responsible financial management shall be applied to all procurement activities.

Accordingly, to give effect to this principle, the availability of existing funds within an approved budget, or source of funds, shall be established prior to the commencement of any procurement action for the supply of goods, services or works.

Council staff must not authorise the expenditure of funds in excess of their financial delegations. Council staff that breach their delegated authority may face disciplinary action in accordance with Council's Human Resource Policy and Guidelines Manual.

Council funds must be used efficiently and effectively to procure goods, services and works and every attempt must be made to contain the costs of the procurement process without compromising any of the procurement principles set out in this Policy.

## 7 Procurement Thresholds and Competition Requirements

Council procurement processes are based on the Value for Money Principle:

### 7.1 Value for Money

The benefits of the purchase are weighted against the costs necessary for the optimum result for the Council and local community. The Council is not required to accept the lowest tender. Instead, the Council is required to take into account issues of quality, cost, the accessibility of the service and other factors relevant to the overall objectives of the Local Government Act.

Value for Money is often mistaken for meaning the lowest price, however, in terms of the contracting process; Value for Money requires the balance of quality, price and Council objectives, with as much transparency as is reasonably achievable.

Achieving Value for Money also requires *challenging* the need for the procurement and the way in which the service may be reconfigured to achieve improvements in service delivery, *comparing* service provision options against all those available, *consulting* with key stakeholders and ensuring *competition* in the open market.

Achieving Value for Money must be the basis of all procurement decisions within the Council.

### 7.2 Minimum Spend Competition Thresholds

Any Council procurement must comply with the Local Government Act and Council's own policy, guidelines and procedures.

Financial Thresholds (AUS \$ excluding GST)	Requirements			
	Responsibility	Market Engagement	Agreement Type	Documentation
\$0 - \$100	All departments	Price Comparison	Purchase Order Requisition	Note in Purchase Order Requisition of Price Comparison
\$101 to \$5,000	All departments	1 emailed or written Quote		Quote must be Registered with Purchase Order Requisition.
\$5,000 to \$15,000	All departments	1 emailed or written Quote		Quote must be Registered with Purchase Order Requisition.
\$15,001 to \$25,000	All departments	3 emailed or written Quotes *		Quote must be Registered with Purchase Order Requisition.
\$25,001 to \$80,000	All departments	Request for Quotation		Evaluation Report
\$80,001 to \$150,000	Infrastructure	Public Tender	Contract	Evaluation Report
> \$150,000				Evaluation Report

\* A minimum of one of the three quotes **must be** obtained from a local supplier/provider wherever possible.

### 7.3 Payments

Payment for works or services will be made by the Principal on submission of Tax invoices by the Contractor in accordance with Council's policies.

Payment of all claims shall be subject to review by the Council's Authorised Officer that requested the works, and the applicable Manager, Director or the Chief Executive with financial delegation. All invoices shall be submitted in accordance with the Schedule of Rates forming part of the contract. It is the responsibility of the Authorised Officer to ensure that the claim complies with the contract.

### 7.4 Prepayments

Prepayments for any goods/services cannot be made without the prior approval of the Manager Corporate Services or the Chief Executive Officer.

### 7.5 Ministerial Approved Arrangements and Agency Agents

#### 7.5.1 Ministerial Approved Arrangements

Council may procure goods, services or works without undertaking public quotation or tender process via the following supplier panels:

- Municipal Association of Victoria Procurement (MAV Procurement).
- Procurement Australia.



- c) State Purchase Contracts (SPC's) and Whole of Victorian Government Contracts (WoVGs).

### 7.5.2 Process for Purchasing via Ministerial Approved Arrangements

Authorised Council Officers may purchase directly from the supplier panels as listed above in clause 7.5.1 to source goods, services or works. A supplier, consultant and/or contractor listed on an approved supplier panel has been assessed against a value for money criteria for inclusion on a preferred supplier panel arrangement.

The Council Officer is to source a quotation from an applicable supplier panel. The Council Officer is to consider how the procurement of the goods meets Council's requirements in relation to capability, capacity, price, social procurement and local supply. The Council Officer is to complete the [Value for Money Report – Procurement Panel](#), which must be considered by the Project Manager, applicable Director and a Technical Specialist, prior to being submitted to the Chief Executive Officer for approval.

Where the procurement exceeds the Chief Executive Officer's financial delegation, or a conflict of interest is declared, the procurement activity is to be approved by a resolution of Council.

### 7.5.3 Agency Arrangement – Council Acting as the Agent

Council may procure goods, services or works with a Council acting as the agent for a group of Council's provided that the agent Council complies with the requirements of the Act.

## 7.6 Exemption from RFx Process

The following circumstances are exempt from the general publicly advertised tender, quotations and expression of interest requirements:

Exemption Name	Explanation, limitations, responsibilities, and approvals
1. A contract made because of genuine emergency or hardship	Where the Council has resolved that the contract must be entered into because of an emergency (e.g., to provide immediate response to a natural disaster, declared emergency, etc.)
2. A contract made with, or a purchase from a contract made by, another government entity, government-owned entity or other approved third party	This general exemption allows engagements: <ul style="list-style-type: none"> <li>With another government entity or government owned entity. For example, Federal, State or Local Government or an entity owned by the Federal, State or Local Government; and/or</li> <li>In reliance on contracts and arrangements established by another government entity, local authority or local government group purchasing scheme, Municipal Association of Victoria (MAV) or National Procurement network members (e.g. Local Buy), Procurement Australia (PA).</li> </ul>
3. Extension of contracts while Council is at market	Allows Council to extend an existing contract where the procurement process to replace the contract has commenced, and where the tender process or negotiations will take or are taking longer than expected.  This exemption may be used when the establishment of an interim short-term arrangement with an alternative supplier is considered not to be in the public interest, as it may be cost prohibitive and/or present a risk in the delivery of critical public services to the municipality.

Exemption Name	Explanation, limitations, responsibilities, and approvals
4. Professional services unsuitable for tendering	Legal Services, Insurance.
5. Novated Contracts	Where the initial contract was entered into in compliance with <i>the Act</i> and due diligence has been undertaken in respect to the new party.
6. Information technology resellers and software developers	Allows Council to renew software licenses and maintenance and support, or upgrade existing systems, where there is only one supplier of the software who holds the intellectual property rights to the software. Includes but is not limited to: Microsoft Licensing, Adobe Licensing.
7. Regional Waste and Resource Recovery Groups	Situations where a Regional Waste and Resource Recovery Group constituted under the <i>Environment Protection Act 1970</i> had already conducted a public tender for and on behalf of its member councils.
8. Statutory Compulsory Monopoly Insurance Schemes	Motor vehicle compulsory third party WorkCover
9. Operating Leases	Where a lessor leases an asset (generally a vehicle or plant and equipment) to the Council and assumes the residual value risk of the vehicle.

## 7.7 Total Cumulative Spend

Care should be taken when reviewing the limits at 7.2 (above). Where significant sums are spent in aggregate with one supplier or on one service, it is necessary to structure procurement proposals (as requests for tenders, quotations or prices), in order to achieve greatest value and supplier performance by leveraging this cumulative spend, rather than treating each discrete arrangement as a separate procurement exercise. Council has determined that the cumulative expenditure to a supplier or for a specific product/service for a period of up to two years is to be taken into account unless the exemption is approved by the Chief Executive Officer.

For example, if Council is spending \$70,000 on stationery items each year and Council determines that the optimum period for obtaining value for money is two years; the indicative value of the contract is \$140,000 and it is therefore subject to the legislative requirement to seek tender proposals through a public process.

Should the Chief Executive Officer consider that the nature of the requirement and the characteristics of the market are such that the public tender process would lead to a better result for the Council, public tenders may be called for purchase of goods, services and works for which the estimated expenditure is below the thresholds set under this Policy.

## **8 Determining the Procurement Process**

### **8.1 Tenders and Invitations to Supply**

A public tender / invitation to supply process must be undertaken as per the thresholds contained in this Policy when:

- a) Purchase of all goods and services for which the estimated expenditure exceeds \$80,000 (excluding of GST).
- b) Building and construction works for which the estimated expenditure exceeds \$80,000 (excluding GST).

### **8.2 Expression of Interest**

An expression of interest is a two-step process. When the thresholds are met an Expression of Interest process does not replace the need to call tenders. It simply precedes the calling of tenders and generally seeks to constrain the number of, and focus the quality and detail of tenders received.

An Expression of Interest process is generally structured with the following components:

- a) Overview of requirements.
- b) Invitation to submit.
- c) Criteria for evaluating.
- d) Form offer (respondents form).

An expression of interest should be used in circumstances where:

- a) There is likely to be many tenderers, tendering will be costly or the procurement is complex.
- b) There is uncertainty as to the interest of suppliers or vendors to offer the potential products or services or to undertake the proposed work.

### **8.3 Market Approach**

Purchase of goods and services may be undertaken using the procurement method as described below:

#### **8.3.1 Items with a value up to \$100**

- a) A price comparison is to be undertaken, where possible, for all purchases up to and/or equal to one hundred dollars. This may include catalogue searches, internet searches etc.
- b) The purchase order requisition is to be approved by the applicable Manager (as per Authorised Delegations Listing).
- c) Suppliers cannot be engaged unless authorisation has been granted.

#### **8.3.2 Items with a value \$101 to \$5,000**

- a) A Council Officer is required to seek as a minimum one written quote. The written quotation information is to be attached to the purchase order requisition request.
- b) The purchase order requisition is to be approved by the applicable Manager (as per Authorised Delegations Listing).
- c) Suppliers cannot be engaged unless authorisation has been granted.

#### **8.3.3 Items with a value \$5,000 to \$15,000**

- a) A Council Officer is required to seek as a minimum one written quotation. The written quotation information is to be attached to the purchase order requisition request.

b) The purchase order requisition is to be approved by the applicable Manager (as per Authorised Delegations Listing).

c) Suppliers cannot be engaged unless authorisation has been granted.

### **8.3.3 Items with a value \$15,001 to \$25,000**

a) The Council Officer is required to seek as a minimum of three written quotations.

b) A minimum of one of the three quotes **must be** obtained from a local supplier/provider wherever possible.

b) The quotation selected must represent the principles of value for money.

c) The purchase order requisition is to be approved by the applicable Manager (as per Authorised Delegations Listing).

c) Suppliers cannot be engaged unless authorisation has been granted.

### **8.3.4 Items with a value \$25,001 to \$80,000**

a) Council is to receive up to three written quotations by issuing a Request for Quotation which may be accompanied by a Public Notice.

b) Details of the suppliers contacted and their quotations must be recorded in the Councils' records management system.

c) The quotation selected must represent the principles of value for money in accordance with the Evaluation Plan (refer to Procurement Management Manual).

d) The purchase order requisition is to be approved by the applicable Director and/or the CEO (as per Authorised Delegations Listing).

e) Suppliers cannot be engaged unless authorisation has been granted.

### **8.3.5 Items with a value above \$80,001 and above**

a) Council requires that items with a value above \$80,001 are to be publicly advertised, via a public tender / invitation to supply / expression of interest process. (Refer to Section 8.1 of this Policy and the Procurement Management Manual).

b) Details pertaining to the process must be recorded in the Councils' approved records management system.

c) Suppliers cannot be engaged unless authorisation has been granted by the CEO and/or Council and a Contract/Agreement has been signed and executed by both parties.

## **8.4 Statutory Payments**

The Chief Executive Officer has authority to approve statutory and compliance payments to Government and legislated authorities and/or organisations that are in excess of the Chief Executive Officer delegation recorded in this Policy.

## **8.5 Public Advertising**

Quotations may be advertised at the discretion of the Directors and CEO in addition to the methods above. This may occur when a field of potential suppliers hasn't been established, or an innovative approach is required, or the project has broad appeal that may attract keen prices.

## **8.6 Insufficient Quotations**

The situation may arise where insufficient quotations are received to satisfy the above requirements.



This may occasionally occur where there are few suppliers for the goods, services or works being sought or the work is highly specialised. In this case, the details of the contacted suppliers must be recorded and an appropriate comment recorded.

There may be occasions when only one quotation may be received. Such occasions would require approval of the Chief Executive Officer and would generally be considered under the following circumstances:

- a) In the event of emergency works for safety reasons.
- b) When there is only one known and reputable supplier.
- c) Where it can be demonstrated that multiple quotations were actively sought and responses were not forthcoming.

Where such circumstances occur, an [Internal Memo - Justification Non-Compliance to Procurement Policy](#) must be completed, signed by the Chief Executive Officer and submitted with the Purchase Order requisition.

## 9 Evaluation Criteria

The evaluation criteria for the Tender, Invitation to Supply, Expression of Interest and Request for Quotation process is outlined in the [Procurement Management Manual](#).

## 10 Delegation of Authority

Delegations define the limitations within which Council staff are permitted to work. Delegation of procurement authority allows specified Council staff to approve certain purchases, quotation, tender, invitation to supply and contractual processes without prior referral to the Council. This enables the Council to conduct procurement activities in an efficient and timely manner whilst maintaining transparency and integrity.

Procurement delegations ensure accountability and provide confidence to Council and the public that purchasing activities are dealt with at the appropriate level.

Council has delegated responsibilities as detailed below relating to the expenditure of funds for the purchase of goods, services and construction works, the acceptance of quotes, tenders and offers and for contract management activities.

Refer to [Appendix A](#) for a list of Authorised Delegations Listing.

### 10.1 Delegations

#### 10.1.1 Council Staff

The Council shall maintain a documented scheme of procurement delegations, identifying the Council staff authorised to make such procurement commitments in respect of goods, services and construction works on behalf of the Council and their respective delegations contained in Authorised Purchasing Levels (*Appendix A*) and the Procurement Management Manual:

- a) Acceptance of tenders and offers.
- b) Acceptance of quotes.
- c) Contract term extensions (within authorised budget).
- d) Contract amendment (non-financial).
- e) Contract amendment (financial).
- f) Appointment to register of pre-qualified suppliers.
- g) Credit Card and Debit Card purchases.

- h) Procedural exceptions.
- i) Variations and Contract term extensions.

#### **10.1.2 Decisions Reserved for the Chief Executive Officer**

- a) All contracts with expenditure equal to or less than \$150,000 (excluding GST) for Goods, Services and Works must be approved by the Chief Executive Officer or his or her delegate.
- b) Variations and Contract term extensions requiring additional budget that exceeds the Chief Executive Officer delegations must be approved by Council. The projects accumulative spend must be taken into consideration when assessing budget, contract extension and variation approvals. (E.g. Project approved by CEO for \$140,000. Variation to project scope for \$10,000 was approved by CEO. Total project is \$150,000. Further variation is required of \$20,000. This would increase the total accumulative spend on project to \$170,000 which is outside of the CEO's delegation. The Council would be required to assess and approve the budget, variation and contract changes.)
- c) Where the Chief Executive Officer has a declared Conflict of Interest, the RFx recommendation is to be presented to Council for final approval.

#### **10.1.2 Decisions Reserved for the Council**

Commitments and processes which exceed the Chief Executive Officer's delegation and which must be approved by the Council are:

- a) Initial signing and sealing of contract documents above the Chief Executive Officer's delegation or where the Chief Executive Officer declares a conflict of interest.
- b) Tender recommendations and contract approval for all expenditure over \$150,000 (excluding GST) for Goods, Services and Works.
- c) Variations and contract term extensions outside of the Chief Executive Officer's delegation.
- d) If a decision is made to exercise the contract extension clause of a contract where Council was required to sign and seal the original contract documents.

### **10.2 Internal Controls**

The Council will install and maintain a framework of internal controls over procurement processes that will ensure:

- a) More than one person is involved in and responsible for, each procurement transaction.
- b) Transparency in the procurement process.
- c) A clearly documented audit trail exists for procurement activities and functions.
- d) Appropriate authorisations are obtained and documented.
- e) Systems are in place for appropriate monitoring and performance measurement.
- f) Maintain all records relevant to administering this Policy in accordance with the *Public Records Act 1973 (Vic)*.

Council will develop and maintain a Procurement Management Manual to provide guidance to staff on all operational aspects of procurement. The manual will include all checklists and forms required in Council's procurement process.

## **11 Tender / Contract Management**

### **11.1 Risk Management**

Risk Management is to be appropriately applied at all stages of procurement activities which will be properly planned and carried out in a manner that will protect and enhance the Council's capability to prevent, withstand and recover from interruption to the supply of goods, services and works.

Council will manage all aspects of its procurement processes in accordance with its adopted Risk Management Policy and in such a way that all risks, including occupational health and safety, are identified, analysed, evaluated, treated, monitored and communicated to the standard required by the law, in accordance with Australian Standards and Council Policy.

### **11.2 Health and Safety**

To ensure the health and safety of our workers and visitors, procurement will be undertaken in accordance with requirements set out in the Yarriambiack Shire Council's Health and Safety Management systems and approved policies and as required by legislation.

### **11.3 Supply by Contract**

The provision of goods, services and works by contract potentially exposes the Council to risk.

The Council will minimise its risk exposure by measures such as:

- a) Standardising contracts to include current, relevant clauses.
- b) Requiring security deposits where appropriate (bank guarantee and/or retention).
- c) Referring specifications to relevant experts.
- d) Implementing a robust, systematic and unbiased tender / offer evaluation and due diligence process.
- e) Requiring contractual agreement before allowing the commencement of work.
- f) Use of or reference to relevant Australian Standards (or equivalent).
- g) Effectively managing the contract including monitoring and enforcing performance.

### **11.4 Contract Terms**

All contractual relationships must be documented in writing based on standard terms and conditions.

Where this is not possible, approval must be obtained from the Chief Executive Officer.

To protect the best interests of the Council, terms and conditions must be settled in advance of any commitment being made with a supplier. Any exceptions to doing this expose the Council to risk and thus must be authorised by the Chief Executive Officer.

### **11.5 Endorsement**

Council staff must not endorse any products or services. Individual requests received for endorsement must be referred to the Chief Executive Officer.

### **11.6 Dispute Resolution**

All Council contracts shall incorporate dispute management and alternative dispute resolution provisions to minimise the risk of legal action.

### **11.7 Contract Management**

The purpose of contract management is to ensure that the Council and where applicable its clients, receive the goods, services or works provided to the required standards of quality and quantity as intended by the contract by:

- a) Establishing a system monitoring and meeting the responsibilities and obligations of both parties' under the contract.
- b) Providing a means for the early recognition of issues and performance problems and the identification of solutions.
- c) Adhering to Council's Risk Management Framework and adhering to relevant Occupational Health and Safety Contractor Compliance Procedures.

All Council contracts are to include contract management requirements. Furthermore, contracts are to be proactively managed by the member of Council staff responsible for the delivery of the contracted goods, services or works to ensure the Council receives Value for Money.

### **11.8 Variances**

During the course of a contract there may be valid reason(s) when the contract needs to be varied; this variance to the contract normally comes with a cost. All claims for variances must be requested via a Variation Form and approved by the Officer with delegated authority as set out in Clause 10. All Variation Orders must be recorded on a Variation Register.

## **12 Demonstrate Sustained Value and Integration with Council Strategy**

The Council procurement strategy shall support its corporate strategy, aims and objectives, including but not limited to those related to sustainability, protection of the environment, corporate social responsibility and meeting the needs of the local community such as:

- a) Feeling safe.
- b) Living in a clean and pleasant environment.
- c) Receiving good quality and well managed Council services that provide value for money.

### **12.1 Achieving Best Value for Money**

The Council's procurement activities will be carried out on the basis of obtaining Best Value for Money.

This means minimising the total cost of ownership over the lifetime of the requirement consistent with acceptable quality, reliability and delivery considerations. Lowest price is not the sole determinate of Best Value for Money.

### **12.2 Approach**

This will be facilitated by:

- a) Developing, implementing and managing procurement strategies that support the co-ordination and streamlining of activities throughout the lifecycle.
- b) Effective use of competition.
- c) Using aggregated/centralised contracts and Standing Offer Agreements where appropriate.
- d) Identifying and rectifying inefficiencies in procurement processes.
- e) Developing cost efficient tender processes including appropriate use of e-solutions (e.g. e-Procure).
- f) Council staff responsible for providing procurement services or assistance within the Council providing competent advice in terms of available products and agreements.
- g) Working with suppliers to create relationships that are professional and productive and are appropriate to the value and importance of the goods, services and works being acquired.



### 12.3 Collaboration

Collaborate with other Council's and public bodies in the procurement of goods and services to achieve Best Value for Money.

This will be achieved by:

- a) Participate in networking opportunities and special interest groups within the region.
- b) Develop partnerships with small rural shires to facilitate regional training and professional development opportunities.
- c) As procurement opportunities arise, consult with local Council's and governing bodies to assess if there is an opportunity for joint procurement activities.

### 13 Role of Specifications

Specifications used in quotations, tenders, invitations to supply and contracts are to support and contribute to the Council's Value for Money objectives through being written in a manner that:

- a) Ensures impartiality and objectivity.
- b) Encourages the use of standard products.
- c) Encourages sustainability.
- d) Eliminates unnecessarily stringent requirements.
- e) Wherever possible specifies technical standards and requirements that are within the capabilities of local and other suppliers.

### 14 Performance Measure and Continuous Improvement

Appropriate performance measures are to be established and reporting systems will be used to monitor performance and compliance with procurement policies, procedures and controls.

Procurement procedures, practices and costs will be benchmarked externally. Internal service standards will be agreed within the Council and performance against these targets will be measured and reviewed regularly to support continuous improvement.

The performance measurements developed will be used to:

- a) Highlight trends and exceptions where necessary to enhance performance.
- b) Improve the internal efficiency of the procurement process and where relevant the performance of suppliers.
- c) Facilitate programs to drive improvement in procurement to eliminate waste and inefficiencies across key spend categories.

### 15 Sustainability

Council is committed to achieving sustainability and ensuring it monitors and reports on Council activities and programs that have an impact on, or contribute to the environment, including but not limited to:

- a) Waste management.
- b) Recycling.
- c) Energy management.
- d) Emission management.
- e) Water conservation.

- f) Green building design.

### 15.1 Sustainable Procurement

Sustainable procurement is the acquisition of necessary goods and services that have least impact on the environment and human health, within the purchaser's capacity to do so.

The Yarriambiack Shire Council recognises it has an implicit role in furthering sustainable development, through its procurement of goods, services and works.

In addition, the Yarriambiack Shire Council recognises the potential impact this spend has on the environment and where applicable will integrate sustainability, environmental and social issues into the procurement process. The Council aims to achieve this by:

- a) Considering the need to minimise emissions and reducing the negative impacts of transportation when purchasing goods and services.
- b) Taking steps to minimise carbon dioxide and other greenhouse gas emissions through the detailed consideration of products and services procured.
- c) Considering the environmental performance of all suppliers and contractors and encouraging them to conduct their operations in an environmentally sensitive manner.
- d) Considering the basic life cycle analysis of products to minimise the adverse effects on the environment resulting directly or indirectly from products.
- e) Selecting products / services that have minimal effect on the depletion of natural resources and biodiversity.
- f) Working more effectively with local suppliers to ensure they are encouraged to bid for the Council's business in line with the Procurement Policy.
- g) Ensuring all relevant procurement contracts and tenders contain sustainability specifications as appropriate to the product or service being procured.

### 15.2 Environmental Purchasing

Environmental purchasing is the inclusion of environmental factors in decisions on the purchase of products and/or services. It is sometimes called "green", "sustainable" or "environmentally preferable" purchasing. The aim of considering environmental factors is to buy products or services that have less impact on the environment and human health than otherwise comparable products or services. Environmental purchasing can achieve several benefits:

- a) Reduce energy and water consumption (which can reduce costs).
- b) Improve resource use efficiency.
- c) Reduce waste (which can reduce waste disposal costs).
- d) Reduce environmental health impacts of products and services.
- e) Reduce pollution.
- f) Provide markets for new environmentally preferable products.
- g) "Close the loop" on recycling, improving the viability of recycling.
- h) Provide leadership to the community.
- i) Encourage industry to adopt cleaner technologies and produce products with lower environmental impacts.

### 15.3 Corporate Social Responsibility

Corporate Social Responsibility (CSR) is about taking positive action to demonstrate the Council's commitment to the local community and environment on which it impacts. This means the Council maximising the benefits of the services they provide across the community and minimising the negative aspects of their activities.

The Council integrates CSR into its organisational policies and practices through social procurement, sustainability and diversity.

### 15.4 Social Procurement

Social procurement involves using procurement processes and purchasing power to generate positive social outcomes in addition to the delivery of efficient goods, services and works. For Local Government, social procurement builds on initiatives already undertaken by the sector in enhancing sustainable and strategic procurement practice, enabling procurement to effectively contribute to building stronger communities. Social procurement is a key mechanism by which to generate wider social benefits by providing a mechanism for linking and integrating social and economic agendas.

Yarriambiack Shire Council supports social procurement when engaging local suppliers, contractors and/or service providers and would seek Ministerial Exemption when the required works provide Value for Money to Council and would be advantageous to any of the following:

- a) Employment of disadvantaged groups.
- b) Employment of Apprentices.
- c) Employment of recognised Youth Traineeships.
- d) Employment of Youth labour.
- e) Benefits to local community.

## 16 Support of Local Business

Council is committed to buying from local businesses where such purchases may be justified on Best Value for Money principles.

Wherever practicable, Council will fully examine the benefits available through purchasing goods, services or works from suppliers/contractors within the Yarriambiack Shire Council boundary. Council will also seek from prospective suppliers/contractors where applicable, what economic contribution they will make to the Yarriambiack Shire Council municipality. All quotes should include a ten percent (10%) evaluation allowance for local businesses, depending on the type of procurement being sourced.

Council must endeavour to obtain a minimum of one quote from a local supplier where possible. In the event that this is not possible, the Accountable Officer will advise the Corporate Services Department so that supply gaps can be tracked and matched with future business opportunities.

A local supply weighting will be built into the evaluation criteria for all RFx Evaluation Plans as outlined in the Procurement Management Manual.

## 17 Diversity

Promoting equality through procurement can improve competition, Value for Money, the quality of public services, satisfaction among users and community relations. It should be a consideration in every procurement project and reflect corporate commitment to diversity and equal opportunities wherever possible.

## **18 Apply a Consistent and Standard Approach**

The Council will provide effective and efficient commercial arrangements for the acquisition of goods and services.

## **19 Standard Processes**

The Council will provide effective commercial arrangements covering standard products and provision of standard services across the Council to enable employees to source requirements in an efficient manner.

This will be achieved via establishing the following:

- a) Pricing where relevant.
- b) Processes, procedures and techniques.
- c) Tools and business systems (e.g. implementing appropriate e-tendering, e-evaluation; e-catalogue or e-sourcing arrangements).
- d) Reporting requirements.
- e) Application of standard contract terms and conditions.

## **20 Performance Indicators**

A list of performance indicators will be developed to measure procurement performance. They will include criteria such as:

- a) The proportion of spend against corporate contracts.
- b) User and supplier satisfaction levels.
- c) Knowledge and skill of Council staff in procurement processes.
- d) Level of compliance and understanding of Council procurement policies.
- e) Measuring the success of procurement initiatives e.g. procurement cards.

## **21 Management Information**

The Council seeks to improve its' performance by capturing and analysing procurement management information in a variety of areas, including:

- a) Volume of spend.
- b) Number of transactions per supplier.
- c) Compliance.
- d) Supplier performance.
- e) User satisfaction.
- f) Category management.
- g) Environment spend.

The Council will also use external sources of management information to assist with the procurement decision making process including:

- a) Benchmarking data.
- b) Information from professional bodies such as the Chartered Institute of Purchasing and Supply Australia.



- c) Supplier reports.

## **22 Build and Maintain Supply Relationships**

Council recognises that in order to achieve sustainable value, a strategic assessment of the appropriate 'channel to market' should be undertaken – whether to go to market on its own, participate in regional or sector aggregated projects or panels, access State Government panel agreements or other means. Council will consider supply arrangements that deliver the best value outcomes in terms of time, expertise, cost, value and outcome.

### **22.1 Developing and Managing Suppliers**

Council recognises the importance of effective and open working relationships with its suppliers and is committed to the following:

- a) Managing existing suppliers, via the appropriate development programs and performance measurements to ensure the benefits are delivered.
- b) Maintaining approved supplier lists.
- c) Developing new suppliers and improving the capability of existing suppliers where appropriate.

### **22.2 Supply Market Development**

A wide range of suppliers should be encouraged to compete for Council work. The focus for new work need not always be with the larger more familiar businesses. Other types of organisations, offering business diversity include:

- a) Local businesses.
- b) Environmental suppliers.
- c) Small to medium sized enterprises.
- d) Social enterprises.
- e) Ethnic and minority business.
- f) Voluntary and community organisations.
- g) Local Content.

### **22.3 Relationship Management**

Council is committed to developing constructive long-term relationships with suppliers. It is important that Council identifies its key suppliers so that its efforts are focused to best effect. Such areas may include:

- a) Size of spend across Council.
- b) Criticality of goods / services supplier, to the delivery of Council's services.
- c) Availability of substitutes.
- d) Market share and strategic share of suppliers.

### **22.4 Communication**

External communication is very important in ensuring a healthy interest from potential suppliers and partners to Council. The external website will provide:

- a) Information about Council and how to become an approved supplier.
- b) A list of existing and forthcoming contract opportunities, projected over a number of years.
- c) Guidelines for doing business with Council.

- d) Standard documentation used in the procurement process.
- e) Links to other relevant sites.

### **22.5 Continual Improvement**

Council is committed to continuous improvement and will review the Procurement Policy on an annual basis to ensure that it continues to meet its wider strategic objectives.

### **22.6 Compliance Responsibility**

- a) Council staff.
- b) Councillors.
- c) Special Committees.
- d) Contractors.

### **22.7 Charter of Human Rights Compliance**

Council will ensure that all of its procurement operations are fully consistent with the prescribed rights and responsibilities and that they respect the fundamental rights within the Victorian Charter of Human Rights and Responsibilities Act 2006 (Vic).

## **23 Review Process**

The policy will be reviewed every three years and in accordance with the *Local Government Act 2020* requirements.

## **24 Supporting Documents**

- a) Yarriambiack Shire Council's Authorised Delegations Listing.
- b) Yarriambiack Shire Council's Procurement Management Manual.
- c) Motor Vehicle Policy

## Annexure A

**Authorised Delegations Listing as Delegated by the Chief Executive Officer  
Date: 01 July 2021 Valid for Three Years**

Position	Officer	Delegation Limit (excluding GST)	Procurement Delegations Description	Signature of Authorised Officer
Chief Executive Officer	Jessie Holmes	\$150,00.00	Approval of the purchase of Goods, Services and Works.  Approval of and acceptance of RFX as per delegation limit.	
Chief Executive Officer	Jessie Holmes	\$150,000.00 \$150,000.00	Contract Term extension within authorised budget and financial delegation.  Contract amendments within financial delegation (financial and non-financial).  Procedural exceptions.  Variations and contract term extensions within financial delegation, taking into account accumulative spend.  Appointment of Pre-qualified Panel of Suppliers.	
Director Business Strategy and Performance	Tammy Smith	\$50,000.00	Approval of the purchase of Goods, Services and Works.	
Director Business Strategy and Performance	Tammy Smith	\$2,500	Corporate Debit Card	
Director Community Development and Wellbeing	Gavin Blinman	\$50,000.00	Approval of the purchase of Goods, Services and Works.	

Position	Officer	Delegation Limit (excluding GST)	Procurement Delegations Description	Signature of Authorised Officer
Director Assets and Operations	Michael Evans	\$50,000.00	Approval of the purchase of Goods, Services and Works.	
Manager Corporate Services	Anita McFarlane	\$25,000.00	Approval of the purchase of Goods, Services and Works.	
Manager Organisational Performance	Bernardine Schilling	\$25,000.00	Approval of the purchase of Goods, Services and Works.	
Manager Community Development	Marianne Ferguson	\$25,000.00	Approval of the purchase of Goods, Services and Works.	
Manager Community Health	Tim Rose	\$25,000.00	Approval of the purchase of Goods, Services and Works.	
Manager Development Services	Adam Moar	\$25,000.00	Approval of the purchase of Goods, Services and Works.	
Manager Operations	Joel Turner	\$25,000.00	Approval of the purchase of Goods, Services and Works.	
Manager Assets	Ram Upadhyaya	\$25,000	Approval of the purchase of Goods, Services and Works..	
Payroll / Accounts Payable Officer	Sam Callaby	\$2,500	Corporate Credit Card	



### **13.4 Rescind Council Policies**

**Prepared by Tammy Smith, Director Business Strategy and Performance**

#### **SUMMARY**

Council Officers have completed a review of the overdue soon and outstanding policies due for review and adoption by Council.

#### **RECOMMENDATION**

That Council:

- a) Acknowledge the sunseting of the COVID-19 Financial Hardship Policy that expired on 30 June 2021.
- b) Rescind the Construction of Footpath on Request from Property Owner Policy that was adopted on 12 April 2005.
- c) Rescind the Tree Lopping on Road Reserves Policy that was adopted to support the Council's Corporate Plan from 1996 – 1999.
- d) Rescind the Waste and Litter Education Policy.

#### **ATTACHMENTS**

Nil

#### **DISCUSSION**

Council Officers have assessed the policies that are currently due for review.

The COVID-19 Financial Hardship Policy was adopted on 27 May 2020 in response to the pandemic. A motion was moved and accepted on the 28 April 2021 to extend the policy until the 30 June 2021. This policy has now expired and is sunset.

The Construction of Footpath on Request from Property Owner Policy was due for review on 12 April 2008. Council has since adopted an External Private Works Policy on 24 February 2021 and has a Budget Framework and Guidelines Manual that is adhered to when assessing budget inclusions. Council is also investigating including provisions in relation to footpath requests in the Road Management Plan review.

The Tree Lopping on Road Reserve Policy does not align with the Road Management legislation as it currently allows for farmers to make an application to Council to lop trees on Council managed roadsides. This action would also not be covered by our insurance.

The Waste and Litter Education Policy is not required as this work is done via the waste and resource recovery group and the policy is no longer relevant to existing best practice for waste education. In addition, waste education will form part of the Yarriambiack Shire Council Waste Strategy that is to be developed in the next 12 months.

#### **RELEVANT LAW**

*Local Government Act 2020*

*Road Management Act 2004*

#### **COUNCIL PLANS AND POLICIES**

Council Plan 2017-2021

AGENDA	Ordinary Meeting of Council
Issue Date: 25 August 2021	

### *Strategic Objective 1 – Good Governance.*

A review of policies and procedures to ensure they align with current practices and legislative requirements is an internal control measure to assist with providing Good Governance.

### **RELATED COUNCIL DECISIONS**

Nil

### **OPTIONS**

- a) Council may accept this recommendation.
- b) Council may wish to reject this recommendation and/or seek further clarification.

### **SUSTAINABILITY IMPLICATIONS**

Council must give effect to the overarching governance principles in section 9 of the *Local Government Act 2020*, when considering sustainability implications.

Environmental / Financial: The Tree Lopping on Road Reserves Policy is in contravention of the Road Management Act and could have both financial and environmental implications.

### **COMMUNITY ENGAGEMENT**

Community Engagement is not required in relation to the rescinding of the above-mentioned policies.

### **GENDER IMPACT ASSESSMENT**

<b><i>Gender Impact Assessment (GIA)</i></b>	<b><i>Status</i></b>
Does this Council report recommendation g) Introduce a new policy, program and/or service; or h) Is it a review of a policy, program and/or service; that directly and significantly impacts the public?	YES <input type="checkbox"/> A GIA has been completed.  NO <input checked="" type="checkbox"/> A GIA is not required.
Link to Gender Impact Assessment	Not applicable

### **RISK**

Utilising the Risk Management Framework the following assessment has been made:

<b><i>Strategic Risk Description and Residual Risk Level</i></b>	<b><i>Action to Mitigate/Reduce Risk</i></b>	<b><i>Does Action maintain or reduce Residual Risk Level</i></b>
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low	Reviewing and rescinding policies ensures policies are reflective of current legislative and best practice guidance.	Maintains Residual Risk Level

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**REGIONAL, STATE AND NATIONAL PLANS AND POLICIES**

Not applicable

**CONFLICTS OF INTEREST**

All officers involved in the preparation of this report have declared that they do not have a conflict of interest in the subject matter of this report.

## 14 REPORTS FOR DECISION – DIRECTORATE ASSETS AND OPERATIONS

Operations Responsibilities	Assets Responsibilities	Development Services Responsibilities
<ul style="list-style-type: none"> <li>Town Maintenance</li> <li>Capital Works &amp; Maintenance Programs- Roads, footpaths, kerb &amp; Channel, Bridges &amp; Culverts</li> <li>Parks &amp; Gardens Gravel Pits</li> <li>Plant &amp; Equipment</li> </ul>	<ul style="list-style-type: none"> <li>Aerodromes</li> <li>Technical</li> <li>Services Asset</li> <li>Engineer Asset</li> <li>Inspectors</li> <li>Waste Services</li> <li>GIS</li> <li>Caravan Parks</li> </ul>	<ul style="list-style-type: none"> <li>Planning</li> <li>Building</li> <li>Projects</li> <li>Sustainability</li> </ul>

### 14.1 Permits issued by Assets and Operations Department – July 2021

#### RECOMMENDATION:

That Council note the permits issued by Council between 1 July 2021 and 31 July 2021.

Reference No	Description	Address	Date of Issue
<b>Building Permits</b>			
BP53-21	Garage	Murtoa	6/7/2021
BP44-21	Garage	Warracknabeal	9/7/2021
BP46-21	Verandah	Rupanyup	8/7/2021
BP 73-21	Demolition of Club Rooms	Rupanyup	27/7/2021
<b>Planning Permits</b>			
TP25-21	Construction of Dwelling	Beulah	1/7/2021
TP18-21	Construction of Units	Murtoa	30/7/2021
<b>Road Reserve Works &amp; Asset Protection Permits</b>			

## **14.2 Close and discontinue Boroopka Lane and discontinue Meral Street in Lascelles**

**Prepared by Ram Upadhyaya, Manager Assets**

### **SUMMARY**

This report seeks to gain approval from Council to close and discontinue Boroopka Lane and discontinue Meral Street reserve in the township of Lascelles. The Council provided the "in-principle" approval to start the formal process for closure and discontinuance of those two roads on 27 January 2021. As a result, the comment from the community on this matter was sought in April via local newspapers and no formal objections were received to the proposal at the close of the advertising period on 25 June 2021.

### **RECOMMENDATION**

That Council:

Endorse the recommendation to close and discontinue Boroopka Lane and discontinue Meral Street.

### **ATTACHMENTS**

*Nil*

### **DISCUSSION**

Following the request from the WTU Pty Ltd of Lascelles to close and discontinue Boroopka Lane and Meral Street with the intention to lease this piece of land for expansion of their business, the Council provided the "in-principle" approval to formally start the process of the road closure.

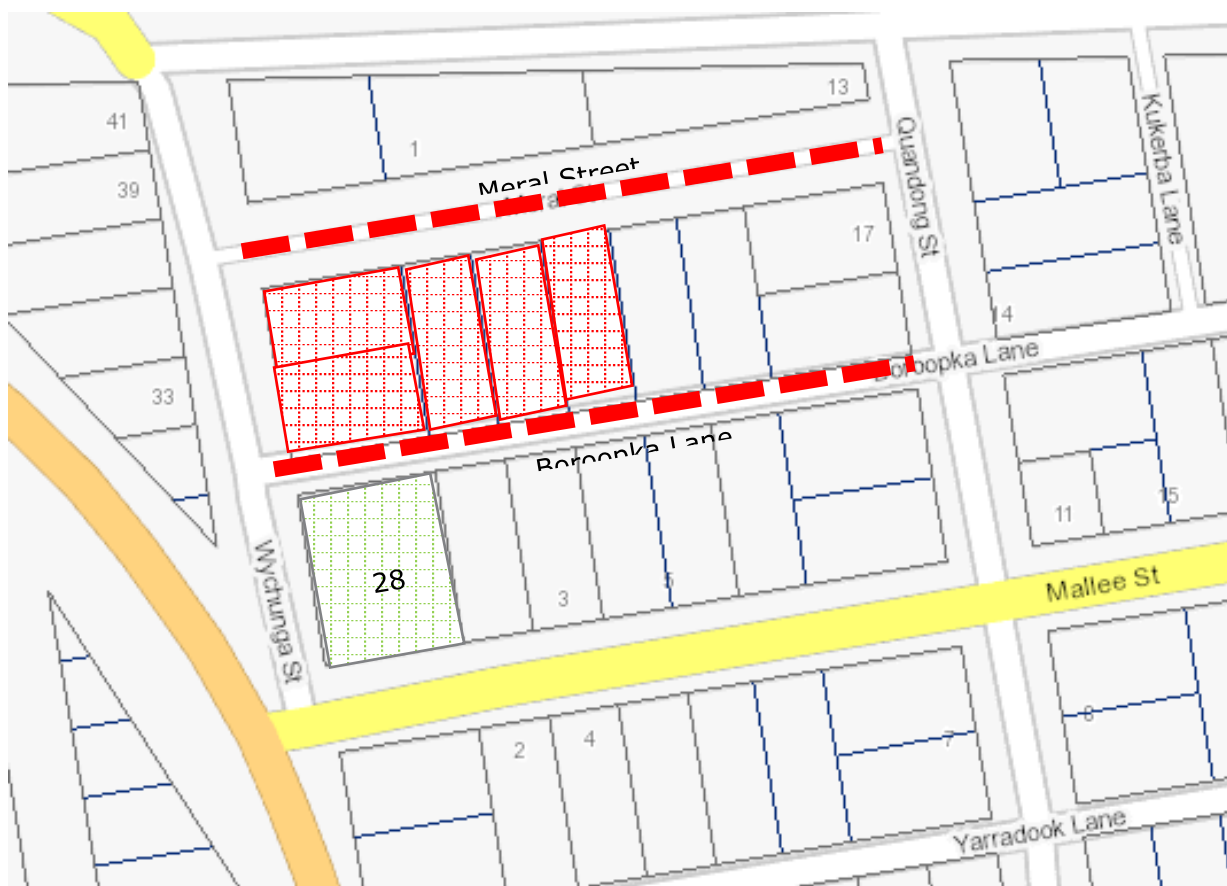
As a part of the process, the Council officers sought feedback on the proposal by advertising it in the local newspapers. At the closure of the advertising period on 25 June 2021, no formal objection to the proposal was received. This justifies that the adjoining landholders have no issues with the proposed development.

Meral Street is an unused road reserve and does not exist in Council's Road Register. The proposed section of Boroopka Lane currently exists in Council's Road Register but only as an unused road reserve denoted by "Null Pavement" in the Road hierarchy.

As a coordinating road authority, Yarriambiack Shire Council has the authority to close and or discontinue, a section of road or a road in a road reserve under the *Lands Act 1958*, the *Local Government Act 1989* and Section 12 of *Road Management Act 2004*.

After approval from Council, the officer will then commence the gazettal process to formally close and discontinue the stated roads. The road reserve will then be passed back to DELWP in which the land can then be leased or bought by the business.





Proposed Road Closures



Land currently owned by the requestor



Imminent purchase of land by the requestor

## RELEVANT LAW

- *Land Act of 1958*
- *Local Government Act*
- *Road Management Act*

## COUNCIL PLANS AND POLICIES

From the council plan strategic objectives 1 and 4 apply to this decision.

Objective 1: Good Governance

Objective 4.1: Economic Growth within the municipality

## RELATED COUNCIL DECISIONS

Boroopka Lane and Meral Street Closure in Lascelles – 27 January 2021

## OPTIONS

Option 1: Accept officer's recommendation

Option 2: Deny the request

AGENDA	Ordinary Meeting of Council
Issue Date: 25 August 2021	

### SUSTAINABILITY IMPLICATIONS

- Economic: Supports the economic development of the town.
- Social: The expanded business might lead to an increase in local employment.

### COMMUNITY ENGAGEMENT

The request to provide feedback on proposed closure and discontinuance on Boroopka Lane and Meral Street was advertised on local papers for four weeks and closed on 25 June 2021. No formal objection/submission was received.

### GENDER IMPACT ASSESSMENT

<b>Gender Impact Assessment (GIA)</b>		<b>Status</b>
Does this Council report recommendation		
i) Introduce a new policy, program and/or service; or		YES <input type="checkbox"/>
j) Is it a review of a policy, program and/or service;		A GIA has been completed.
that directly and significantly impacts the public?		NO <input checked="" type="checkbox"/>
		A GIA is not required.
Link to Gender Impact Assessment	Not applicable	

### RISK

Utilising the Risk Management Framework the following assessment has been made:

<b>Strategic Risk Description and Residual Risk Level</b>	<b>Action to Mitigate/Reduce Risk</b>	<b>Does Action maintain or reduce Residual Risk Level</b>
Reputational Risk - Residual Risk Level Low	Risk of community accusing Council of not supporting business opportunity in the region. This approval will reduce the risk and promote economic development.	Reduces Residual Risk Level

### REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Not applicable

### CONFLICTS OF INTEREST

All officers involved in the preparation of this report have declared that they do not have a conflict of interest in the subject matter of this report.

## 15 REPORTS FOR DECISION – DIRECTORATE COMMUNITY DEVELOPMENT AND WELLBEING

Community Health Responsibilities	Community and Economic Development Responsibilities
<ul style="list-style-type: none"> <li>Local Laws (including infringement and animal management)</li> <li>Sale Yards Environmental Health Sports and Recreation</li> <li>Positive Ageing (Commonwealth Home Support Program, Brokered &amp; Packaged care)</li> <li>Leisure Centre Kindergartens Playgroup</li> <li>Maternal Child Health (including enhanced services)</li> <li>Immunisation Program</li> </ul>	<ul style="list-style-type: none"> <li>Libraries</li> <li>Economic Development Community Development Tourism</li> <li>Housing Youth</li> <li>Stakeholder Engagement</li> </ul>

### 15.1 Permits Issued by Community Development and Wellbeing Department July 2021

#### RECOMMENDATION

That Council note the permits issued by Council between 1 July 2021 and 31 July 2021.

Reference No	Name / Location	Description	Date of Issue
<b>Local Laws Permits</b>			
11/21	Warracknabeal	Outdoor Dining, Movable Advertising Signage	6/7/2021
<b>Firewood collection Permits</b>			
	Brim	Firewood Collection Permit	2/7/2021
	Brim	Firewood Collection Permit	5/7/2021
	Warracknabeal	Firewood Collection Permit	8/7/2021
	Brim	Firewood Collection Permit	9/7/2021
	Minyip	Firewood Collection Permit	9/7/2021
	Hopetoun	Firewood Collection Permit	9/7/2021
	Lascelles	Firewood Collection Permit	15/7/2021

## 15.2 Draft Domestic Animal Management Plan 2021-2024

Prepared by Craig Byron, Ranger / Local Laws Officer

### SUMMARY

A four-year Domestic Animal Management (DAMP) Plan is a statutory requirement for every Victorian municipality under the *Domestic Animal Act 1994*. It is intended to provide Yarriambiack Shire Council (Council) with a management plan for all dogs, cats and domestic animal businesses within the municipality. Council's existing Domestic Animal Management Plan was adopted by Council in November 2017 and expired on the 30 June 2021. This plan is expected to operate from 1 July 2021 through to 30 June 2024. The DAM Plan is due to be presented to the Secretary (of the Department of Economic Development, Jobs, Transport and Resources) by 4 December 2021.

### RECOMMENDATION

That Council:

Endorse the Draft Domestic Animal Management Plan 2021-2024 after it has been made available for public viewing for a period of 30 days.

### ATTACHMENTS

[Attachment: Draft Domestic Animal Management Plan 2021-2024](#)

### DISCUSSION

The Domestic Animal Management plan addresses responsible pet ownership and animal welfare by focussing on registration, identification, dog attacks, nuisance behaviour, dangerous/ menacing/restricted breed dogs, and animal businesses. It also deals with Council's domestic animal control services, authorised officer training, emergency management and matters relating to the enforcement, compliance and evaluation of the Council's control measures.

### RELEVANT LAW

Under Section 68A of the *Domestic Animals Act 1994*, every Council must prepare a domestic animal management plan, as follows:

#### 68A Councils to prepare domestic animal management plans

- (1) *Every Council must, in consultation with the Secretary, prepare at 4-year intervals a domestic animal management plan.*
- (2) *A domestic animal management plan prepared by a Council must—*
  - (a) *set out a method for evaluating whether the animal control services provided by the Council in its municipal district are adequate to give effect to the requirements of this Act and the regulations; and*
  - (b) *outline programs for the training of authorised officers to ensure that they can properly administer and enforce the requirements of this Act in the Council's municipal district; and*
  - (c) *outline programs, services and strategies which the Council intends to pursue in its municipal district—*
    - i) *to promote and encourage the responsible ownership of dogs and cats; and*

- (ii) *to ensure that people comply with this Act, the regulations and any related legislation; and*
- (iii) *to minimise the risk of attacks by dogs on people and animals; and*
- (iv) *to address any over-population and high euthanasia rates for dogs and cats; and*
- (v) *to encourage the registration and identification of dogs and cats; and*
- (vi) *to minimise the potential for dogs and cats to create a nuisance; and*
- (vii) *to effectively identify all dangerous dogs, menacing dogs and restricted breed dogs in that district and to ensure that those dogs are kept in compliance with this Act and the regulations; and*
- (d) *provide for the review of existing orders made under this Act and local laws that relate to the Council's municipal district with a view to determining whether further orders or local laws dealing with the management of dogs and cats in the municipal district are desirable; and*
- (e) *provide for the review of any other matters related to the management of dogs and cats in the Council's municipal district that it thinks necessary; and*
- (f) *provide for the periodic evaluation of any program, service, strategy or review outlined under the plan.*
- (3) *Every Council must—*
  - (a) *review its domestic animal management plan annually and, if appropriate, amend the plan; and*
  - (b) *provide the Secretary with a copy of the plan and any amendments to the plan; and*
  - (c) *publish an evaluation of its implementation of the plan in its annual report.*

## **COUNCIL PLANS AND POLICIES**

Dangerous Dog and Restricted Breed Policy.

The Domestic Animal Management Plan 2021-24 covers what programs, services and strategies that Yarriambiack Shire Council uses to identify all dangerous dogs, menacing dogs and restricted breed dogs in the municipal district, and to ensure that those dogs are kept in compliance with *Domestic Animals Act 1994*.

## **RELATED COUNCIL DECISIONS**

Endorsement of Domestic Animal Management Plan 2017-2021

## **OPTIONS**

To make the draft Domestic Animal Management Plan 2021-24 available for public viewing for a period of 30 days, and to be reviewed if any submissions are received from the public.

## **SUSTAINABILITY IMPLICATIONS**

The previous Domestic Animal Management Plan correctly focused on Council's limited resources on the key issues confronting the Shire; an area that covers 7158 Sq Km, which is currently serviced by 1.5 staff. These included unregistered dogs and cats, dogs at large and dog attacks on people and livestock and cats – both wild and nuisance. These key issues have not altered and remain a priority for Council.

AGENDA	Ordinary Meeting of Council
Issue Date: 25 August 2021	



## COMMUNITY ENGAGEMENT

Draft Domestic Animal Management Plan to be made available on Council website and at Council reception, for public viewing for a period of 30 days.

## GENDER IMPACT ASSESSMENT

<b>Gender Impact Assessment (GIA)</b>		<b>Status</b>
Does this Council report recommendation		
k) Introduce a new policy, program and/or service; or		YES <input type="checkbox"/>
l) Is it a review of a policy, program and/or service;		A GIA has been completed.
that directly and significantly impacts the public?		NO <input checked="" type="checkbox"/>
		A GIA is not required.
Link to Gender Impact Assessment	GIA – Not Applicable	

## RISK

Utilising the Risk Management Framework the following assessment has been made:

<b>Strategic Risk Description and Residual Risk Level</b>	<b>Action to Mitigate/Reduce Risk</b>	<b>Does Action maintain or reduce Residual Risk Level</b>
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low	By having a Domestic Animal Management Plan that sets out plans, strategies and goals to meet the requirements of the Domestic Animals Act 1994. Adopting the plan within the required timeframes reduces our risk of being non-compliant with the act.	Reduces Residual Risk Level

## REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Not applicable

## CONFLICTS OF INTEREST

All officers involved in the preparation of this report have declared that they do not have a conflict of interest in the subject matter of this report.



# **DOMESTIC ANIMAL MANAGEMENT PLAN**

## **2021-2024**



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## 1. STATUTORY REQUIREMENTS

A four year Domestic Animal Management Plan (DAM Plan) is a statutory requirement for every Victorian municipality under the Domestic Animal Act 1994. It is intended to provide Yarriambiack Shire Council (Council) with a management plan for all dogs, cats, and domestic animal businesses within the municipality. Council's existing Domestic Animal Management Plan was adopted by Council in November 2017 and expires at the end of 30 June 2021. This plan is expected to operate from 1 July 2021 through to 30 June 2024.

The plan addresses responsible pet ownership and animal welfare by focussing on registration, identification, dog attacks, nuisance behaviour, dangerous/ menacing/restricted breed dogs, and animal businesses. It also deals with Council's domestic animal control services, authorised officer training, emergency management and matters relating to the enforcement, compliance and evaluation of the Council's control measures.

The Domestic Animal Act 1994 sets out the following requirements:

### **68A Councils to prepare domestic animal management plans**

- (1) *Every Council must, in consultation with the Secretary, prepare at 4 year intervals a domestic animal management plan.*
- (2) *A domestic animal management plan prepared by a Council must—*
  - (a) *set out a method for evaluating whether the animal control services provided by the Council in its municipal district are adequate to give effect to the requirements of this Act and the regulations; and*
  - (b) *outline programs for the training of authorised officers to ensure that they can properly administer and enforce the requirements of this Act in the Council's municipal district; and*
  - (c) *outline programs, services and strategies which the Council intends to pursue in its municipal district—*
    - i) *to promote and encourage the responsible ownership of dogs and cats; and*
    - (ii) *to ensure that people comply with this Act, the regulations, and any related legislation; and*
    - (iii) *to minimise the risk of attacks by dogs on people and animals; and*
    - (iv) *to address any over-population and high euthanasia rates for dogs and cats; and*
    - (v) *to encourage the registration and identification of dogs and cats; and*
    - (vi) *to minimise the potential for dogs and cats to create a nuisance; and*
    - (vii) *to effectively identify all dangerous dogs, menacing dogs and restricted breed dogs in that district and to ensure that those dogs are kept in compliance with this Act and the regulations; and*
  - (d) *provide for the review of existing orders made under this Act and local laws that relate to the Council's municipal district with a view to determining whether further orders or local laws dealing with the management of dogs and cats in the municipal district are desirable; and*
  - (e) *provide for the review of any other matters related to the management of dogs and cats in the Council's municipal district that it thinks necessary; and*
  - (f) *provide for the periodic evaluation of any program, service, strategy or review outlined under the plan.*



(3) *Every Council must—*

- (a) review its domestic animal management plan annually and, if appropriate, amend the plan; and*
- (b) provide the Secretary with a copy of the plan and any amendments to the plan; and*
- (c) publish an evaluation of its implementation of the plan in its annual report.*

## 2. INTRODUCTION

The purpose of the Domestic Animal Management Plan (the Plan) is to provide the Yarriambiack Shire Council with a strategic framework that delivers policy direction and action plans for animal management over the next 4 years.

The preparation of the Plan follows a recent amendment to the Domestic Animals Act 1994 (DAA) which now requires all Victorian councils to have a four year plan in place for the management of dogs and cats within their area.

The Plan integrates the developing expertise in domestic animal management with Council's own investigations to produce a program of action to be undertaken over the next four years (2021-2024). Relevant issues include those prescribed under relevant legislation and local laws as well as the generally understood notion of responsible pet ownership.

The Plan is confined to Council's management of dogs and cats under the DAA.

### 2.1. What will the Plan address?

Section 68A of the DAA sets out the statutory requirements of the Plan which state that the Plan must:

- *Set out a method for evaluating whether the animal control services provided by the Council in its municipal district are adequate to give effect to the requirements of this Act and the regulations; and*
- *Outline programs for the training of authorised officers to ensure that they can properly administer and enforce the requirements of this Act in the Council's municipal district; and*
- *Outline programs, services, and strategies which the Council intends to pursue in its municipal district-*
  - *to promote and encourage the responsible ownership of dogs and cats; and*
  - *to ensure that people comply with this Act, the regulations, and any related legislation; and*
  - *to minimise the risk of attacks by dogs on people and animals; and*
  - *to address any over-population and high euthanasia rates for dogs and cats; and*
  - *to encourage the registration and identification of dogs and cats; and*
  - *to minimise the potential for dogs and cats to create a nuisance; and*
  - *to effectively identify all dangerous dogs, menacing dogs and restricted breed dogs in that district and to ensure that those dogs are kept in compliance with this Act and the regulations; and*

- *Provide for the review of existing orders made under this Act and local laws that relate to the Council's municipal district with a view to determining whether further orders or local laws dealing with the management of dogs and cats in the municipal district are desirable; and*
- *Provide for the review of any other matters related to the management of dogs and cats in the Council's municipal district that it thinks necessary; and*
- *Provide for the periodic evaluation of any program, service, strategy, or review outlined under the plan.*

## 2.2. ANIMAL MANAGEMENT AT THE YARRIAMBIACK SHIRE COUNCIL

The Yarriambiack Shire Council is located at Warracknabeal. It covers an area of 7158 Sq Km.

The Shire is bounded by the Shires of Buloke, Hindmarsh, Mildura Rural City Council, Horsham Rural City Council and the Northern Grampians Shire Council. It includes the towns of Beulah, Brim, Hopetoun, Lascelles, Lubeck, Minyip, Murtoa, Patchewollock, Rupanyup, Sheep hills, Speed, Tempy, Warracknabeal, Woomelang and Yaapect.

In the 2016 Census, the Shires population was 6,674.

The Yarriambiack Shire Council has many key features – Yarriambiack Creek, Lake Lascelles, Dunmunkle Creek and Lake Marma.

## 2.3. STRUCTURE OF THIS PLAN

Section 2 describes the context for developing the Plan. It provides an overview of animal management at the Yarriambiack Shire Council including a brief overview of the shire, a summary of the DAA, key Council animal management statistics and Council animal management staffing. It also outlines the role of other stakeholders.

The **Statement of Purpose** is provided in Section 4. It includes overarching goals for the provision of Council's animal management services. It also identifies key issues that the plan will address.

The **Strategic Directions** contained in Section 5 outline how Council will achieve and implement its goals. Each strategic direction contains objectives and a discussion that explains the issues and Council's intentions.

## 2.4. PREVIOUS PLAN

In September 2007, a group of 10 Councils in northern and western Victoria engaged consultants to prepare a single Domestic Animal Management Plan that could then be customised by each Council in the group. Council's existing comprehensive animal management services, outlined in part 2.6 operated under this now expiring Domestic Animal Management Plan. Council is required to prepare a new four year Domestic Animal Management Plan.

The previous Domestic Animal Management Plan correctly focused Council's limited resources on the key issues confronting the Shire. These included unregistered dogs and cats, dogs at large and dog attacks on people and livestock and cats – both wild and nuisance. These key issues have not altered and remain a priority for Council. Existing Domestic Animal Controls

## 2.5. EXISTING DOMESTIC ANIMAL CONTROLS

### ***Domestic Animal Act 1994***

Council is responsible for implementing the Act, which has been in operation now for well over a decade. It replaced the former Dog Act. Its introduction heralded a new era in animal control with cats included for the first time in animal control, tougher penalties for dangerous dogs, clearer nuisance provisions and a greater emphasis on prevention.

The purpose of the DAA is to promote animal welfare, the responsible ownership of dogs and cats and the protection of the environment by providing for:

- *A scheme to protect the community and the environment from feral and nuisance dogs and cats.*
- *A registration and identification scheme for dogs and cats which recognises and promotes responsible ownership.*
- *The identification and control of dangerous dogs.*
- *A registration scheme for domestic animal businesses which promotes the maintenance of standards of those businesses.*
- *Matters related to the boarding of dogs and cats.*
- *Payments to the Treasurer from fees received by Councils under this Act; and*
- *Other related matters.*

A recent amendment to the Act saw the introduction of a requirement for all councils to develop and implement the four year animal management plans for dealing with all matters relating to dog and cat management issues. Section 1.1 of this Plan outlines what the Plan is required to include.



### ***Council Local Laws***

Council's existing local laws relating to animal management are summarised below. A mechanism will be established to ensure that they are reviewed over the life of the Plan.

#### **Local Law No .5**

Has been made under Section 111 of the Local Government Act. It exists to protect the wellbeing and livelihood of all animals within the shire of Yarriambiack and to protect people from nuisance and dangerous animals while keeping a well balanced approach to animal management

## 2.6. EXISTING DOMESTIC ANIMAL SERVICES

Council through its Local Laws Department provides the following domestic animal services to the community of the Shire:

- registration and identification for domestic dogs and cats, including renewal follow-ups and doorknocks;
- registration and identification of dangerous, menacing and restricted breed dogs.
- dog attack (immediate - including 24-hour emergency service) and dog at large (as available) call-out services.
- cat trap hire services.
- vehicle patrols and nuisance complaint response.
- a domestic animal pound.
- euthanasia services where no alternative occurs.
- identification of, registration and audits of domestic animal businesses.
- prevention of cruelty to animals' authorisation and attendance services.
- infringement notice system and where required, prosecution services; and
- educational and informational services provided, as resources and opportunity allow.

## 2.7. DOMESTIC ANIMAL MANAGEMENT STATISTICS

*Table 1: Animal Management Statistics*

	2018/19	2019/2020	2020/2021
<b>Dogs registered</b>	1033	1162	1104
<b>Cats registered</b>	319	394	372
<b>Dogs impounded</b>	81	74	85
<b>Dogs euthanased</b>	2	2	3
<b>Cats impounded</b>	31	23	26
<b>Cats euthanased</b>	92	84	73
<b>Number of declared dogs</b>	0	0	1
<b>Number of registered Domestic Animal Businesses</b>	1	1	2

**Table 2: Animal Management Complaints received by Council**

	2018/2019	2019/2020	2020/2021
<b>Dogs wandering</b>	74	68	75
<b>Dog attack/rushing</b>	10	12	14
<b>Dog Barking</b>	15	17	23
<b>Cat trespassing (does not include impounded cat figures)</b>	30	36	42

**Comments on Table 1**

The previous Domestic Animal Management Plan had emphasis on increasing pet registration rates. There has been a slight decrease in the last financial year in dogs and cats getting registered; this could be attributed to COVID-19 and the subsequent lockdowns and restrictions that were present during 2020/21. There has also been a slight decrease in dog attacks; whilst Dog impoundments have gradually increased. These issues will continue to be further addressed in this Domestic Animal Management Plan.

## **2.8. PRIORITIES IN DOMESTIC ANIMAL MANAGEMENT**

The following priorities have been identified for the period of the new Domestic Animal Management Plan.

- Increase numbers of registered and microchipped dogs and cats.
- Decrease dogs' attacks on people and animals
- Decrease dogs and cats wandering at large
- Decrease wild cat populations
- Encourage desexing of domestic animals
- Decrease euthanasia rates
- Increase community awareness with education programs and information availability
- Review Orders and increase community awareness of the orders
- Improve animal management officer training
- Monitor, evaluate and report performance

These priorities underlie Part 3 of this Plan, the Action Plan (which uses the 2012 template provided by The Animal Welfare Bureau of the Department of Primary Industries). Measurable and achievable targets, as well as proposed implementation actions are given in the Four Year Action Plan in Part 3.

### 3. FOUR YEAR ACTION PLAN

The following 4 year Action Plan is structured according to the 2017 Template provided by Animal Welfare Victoria. A general overview of Yarriambiack Shire Council's domestic animal management issues, controls, services, statistics and priorities can be read in Part 2 of this Plan.

It should be noted that Council is a small rural Council with limited resources. Council's animal management staff has many responsibilities, both administrative and in the community, including local laws, permit processing, prosecutions, fire prevention tasks and litter enforcement. Inevitably, this heavily committed small unit has limited opportunity and few resources to undertake additional service activities. Simple maintenance of existing basic services is of itself an ongoing challenge.

Consequently, this Action Plan is targeted to provide the maintenance and improvement of basic animal management services and controls within the municipality.

### 4. Statement of Purpose

Our GOALS for animal management are:

- To protect people and animals (pets, livestock, wildlife) from attack by dogs and cats.
- To create an environment where people and pets can peacefully co-exist within the community.
- To promote the welfare of companion animals; and
- To inform and educate the community about the needs of companion animals and promote responsible pet ownership.

KEY ISSUES for the delivery of animal management services in the Yarriambiack Shire Council are:

- Unregistered dogs and cats.
- Dogs wandering at large and attacks on livestock.
- Cats – both feral and nuisance cats.
- Limited resources compared to metropolitan councils.
- The large size of the Shire compared to metropolitan councils.

The Plan is based on the following priorities or STRATEGIC DIRECTIONS for the delivery of Council's animal management services:

- AMO training and development.
- Responsible pet ownership.
- Compliance and enforcement.
- Registration and Identification.
- Confinement of dogs and cats.
- Prevention of animal attacks and risk to the community.
- Animal welfare.
- Domestic animal businesses/ puppy farms.

## 5. Strategic Directions

### AMO training and development

#### Objective

*Ensure that all staff involved in animal management has the knowledge and skills necessary to carry out their work.*

#### Discussion

All Animal Management Officers receive ongoing on the job training. This includes Safe Dog Handling, Apprehension & Dog Bite Prevention training.

All Animal Management Officers will be encouraged to have or attain the Certificate IV in Animal Control and Regulation and Certificate IV in Government.

Council will encourage officers to undergo further study to obtain higher animal management and welfare qualifications.

The annual review of this Plan will include a skills audit to identify any gaps in the skills available within the animal management team.

Council will ensure that annual performance reviews include a review of the staff member's skills and training undertaken in the last year.

Council will encourage the Animal Liaison Group (recommended in Section 5) to operate as an information sharing network.



## 6. Encouraging responsible pet ownership

### **Objectives**

*Implement appropriate community education programs in responsible pet ownership.*

### **Discussion**

Animal Welfare Victoria operates education programs and activities on a statewide basis. These include:

Each primary school in Victoria is entitled to a free annual visit from a trained Pet Educator. They educate the children on issues such as choosing an appropriate pet for the family pet health and welfare and the importance of registration. Particular attention is also given to recognizing the warning signs given by dogs, the correct way to approach a dog and what to do if approached by an aggressive dog. Council will encourage all schools in the Shire to take up this opportunity annually. Council will also consider augmenting the State Government's schools visitation program.

Council's community education programs in responsible pet ownership will focus on the following priorities:

- Registration and microchipping of dogs and cats.
- Desexing of dogs and cats; and
- Confinement of dogs and cats.

Council will ensure the Animal Welfare Victoria brochures on responsible pet ownership are appropriately distributed.

The Animal Management Liaison Group will consider regional approaches to education in responsible pet ownership.

## 7. Compliance and enforcement

### **Objectives**

*Maximise compliance with domestic animal laws, orders and regulations (State and Local).*

### **Discussion**

Council will review its procedures for dealing with animal management complaints and incidents in Year 2 of the Plan.

Council will review all existing animal management laws and orders in Year 3 of the Plan.

## 8. TRAINING OF AUTHORISED OFFICERS

This section outlines programs for the training of authorised officers to ensure that they can properly administer and enforce the requirements of this Act in the Council's municipal district.

*Compliant with Section 68(A)(2)(b) of the Domestic Animal Act 1994.*

### 8.1. Current Situation

All Animal Management Officers receive ongoing on the job training and are encouraged to have or attain the Certificate IV in Animal Control & Regulation. Council's annual performance reviews include a review of the staff members' skills and training undertaken in the last year.

The current organisational structure and list of relevant staff is as follows:

#### Staff

- Local Laws Officer (1)
- Relieving Local Laws Officer (1)

Duties of all officers include responsibilities under a large variety of legislation. Domestic Animal Management services forms only a part of each role. These responsibilities include Local Laws administration, livestock control, parking enforcement, production of Local Law permits, preparation of infringement and offence prosecutions, administration of fundraising and events, issuing of fire prevention notices and subsequent works and litter control.

Authorised Officer Training	Current (2021)	Planned
Certificate IV in Animal Control and Regulation	Officer 1	Officer 2 (2022-23)
Cert IV in Local Government	Officer 1	Officer 2 (2022-23)
Dangerous Dog – Safe Dog Handling & Bite Prevention	Officer 1 & 2	Officer 1 & 2 (2023)
Industry Training	Officer 1	Officer 1 & 2 2021-22
OH&S Dealing with aggressive customers	Officer 1	Officer 1 & 2 (2022)

## 8.2. Organisational Chart



### 8.3. Our Plans

**Objective 1:** Develop a training policy that clearly identifies minimum training requirements and any additional training opportunities that should be undertaken by Animal Management Officers.

Activity	When	Evaluation
Identify minimum training requirements by consultation with management and staff	2021/2022	Documentation to be finalised and incorporated into an approved council training policy by end 2021
Identify additional training opportunities by consultation with management and staff	Ongoing	Evaluation of staff skill levels at all times and summarised at yearly staff performance appraisal.

**Objective 2:** Council will encourage officers to undergo further study to obtain higher animal management, welfare qualifications and, where practical, to attend relevant conferences and seminars.

Activity	When	Evaluation
Identify additional training opportunities e.g. prosecutions training, conflict management, communication / education technique, networking opportunities and conferences.	Ongoing	Annually – review how many officers undertook training that was in addition to their minimum requirements. Meet objective of providing at least 2 additional training opportunities annually

## 9. REGISTRATION AND IDENTIFICATION

This section outlines programs, services and strategies to encourage the registration and identification of dogs and cats.

Compliant with Section 68A(2)(c)(v) of the Domestic Animal Act 1994, (and also Section 68A(2)(a),(c)(i),(c)(ii),(d),(f).

### 9.1. Current Situation

**Our data** - Council dog and cat registration figures 2019/20 and 2020/21 compared (see full Table in Part 2.8)

	2019/2020	2020/2021	Difference
<b>Dogs registered</b>	1162	1104	% -5.0
<b>Cats registered</b>	394	372	% -5.6

#### ***Our Orders, Local Laws, Council Policies and Procedures***

Council has no Orders or Local Laws relevant to the registration of cats and dogs. Council's current controls are under the Domestic Animal Act 1994. Council currently provides:

- registration and identification for dogs and cats, including renewal follow-ups;
- registration and identification of dangerous, menacing and restricted breed dogs including identification programs.
- Council website updated regularly with pet registration information.

#### ***Our Education/Promotion Activities***

Council currently provides:

- Regular media information releases on pet registration.
- Provision of online payment options
- Introduction of lifetime tags



### ***Our Compliance Activities***

Council currently provides:

- Issue of registration notices annually.
- Follow up of non-renewals with reminder notices and phone calls.
- Follow up of registration for animals notified as sold by domestic animal businesses; and
- Use of notice to comply, infringements where required, prosecution of owners with unregistered dogs and cats.

## **9.2. Our Plans**

**Objective 1:** Improve the dog and cat registration renewal process to encourage prompt response to renewal invitations

Activity	When	Evaluation
Improve accuracy of council pet registration database by ensuring consistency in entry of data and appropriate training of staff members using the system.	Ongoing	Reduction of returned notices and contact from customers advising previous changes advised of not having been changed on database
Exploration of alternative methods of payment of renewal notices and issue of reminder notices	Ongoing	Increase of renewals paid prior to reminders being sent.

**Objective 2:** Increase dog and cat registration numbers by 5% each year.

Activity	When	Evaluation
Ensure all seized and impounded animals are registered to their owner prior to release.	Prior to every release.	Review annual increase in registration numbers. Review number of dogs and cats being seized and impounded who are not registered to their owner.
Ensure all Animal Registration Renewals are followed up on, and that there are no outstanding registrations.	May/June after new Animal Registration period begins from April 10th	Review animal registration renewal numbers one month after April 10 <sup>th</sup> . Send out reminder notices to owners who have outstanding registration(s) Review numbers again one month after reminder letters are sent. Issue Infringements for not renewing registrations
Media articles	Annually	Review annual increase in registration numbers.
Website update	Annually as part of the website review and at time of any significant change	Review annual increase in registration numbers.
Ensure that animal complaints are checked for registration compliance as part of the process of dealing with the complaint. Issue of notices to comply for unregistered animals and appropriate follow up in non-compliance continues	Ongoing	Review annual increase in registration numbers and reduction in issue of notice to comply for non-registration.

## 10. NUISANCE

This section outlines programs, services and strategies to minimise the potential for dogs and cats to create a nuisance.

*Compliant with Section 68A(2)(c)(vi) of the Domestic Animal Act 1994, (and also Section 68A(2)(a),(c)(i),(c)(ii),(d),(f).*

### 10.1. Current Situation

**Our data** - Council dog and cat nuisance complaint figures 2019/20 and 2020/21 compared (see full Table in Part 2.8)

	2019/2020	2020/21	Difference
Dogs wandering	68	75	10% Increase
Barking dog complaints	17	23	27% Increase

#### ***Orders, Local Laws, Council Policies and Procedures***

*Local Law No.5 Animals 2010* includes local laws on maximum numbers of domestic animals on certain size allotments, excess animal permits, appropriate animal accommodation including nuisance provisions and removing animal excrement on Council land. Extensive community consultation was undertaken in the preparation of this Local Law

#### ***Our Education/Promotion Activities***

Council currently undertakes the following educational and promotional activities in support of nuisance offences:

- Barking dog kit for dog owners and complainants.
- Availability of brochures and educational information.
- Local Media Press Release

### ***Our Compliance Activities***

Council treats the issues of animal nuisance very seriously. Council currently undertakes the following compliance activities in support of nuisance offences:

- Vehicle patrols and nuisance complaint response.
- Cat trap hire services.
- Barking dog kits
- Issuing of notice to comply, infringements and prosecutions of non-compliance issues.

### ***Summary***

The most significant issue to Council relating to nuisance animals is barking dog complaints and dogs wandering at large. Numbers of complaints regarding nuisance cats are low and the number of cats impounded has reduced significantly also. The rate of complaint of wandering dogs has reduced however the number of barking dog complaints continues to rise, and this will be an area of focus in this Domestic Animal Management Plan.

## **10.2. Our Plans**

**Objective 1:** Reduce cat impounding rates by 2% per year.

<b>Activity</b>	<b>When</b>	<b>Evaluation</b>
Provide education material about cat enclosures and nuisance issues to cat owners with registration renewals	Commencing 2021/22 pet registration year	Evaluate number of owned cats being impounded and complaints received for trespassing cats.
Assist residents with dealing with cat trespass / nuisance problems by purchasing an additional cat cages and provide them to local residents for trapping nuisance cats	Ongoing	Number of traps purchased  Numbers hired out  Number of cats impounded
Media release on responsible cat ownership	Annually	Evaluate number of owned cats being impounded and complaints received for trespassing cats.

**Objective 2:** Reduce dog nuisance complaints by 5% each year.

Activity	When	Evaluation
Review of current orders and consideration of additional orders for “on lead” areas	Annually	Number of incidents involving dogs that are with their owners but not on lead.
Produce barking dog kit and procedure	2021/2022	Number of ongoing barking dog complaints
Review the number and placement of dog faeces bag dispensers and increase numbers in areas that require them.	Annually	Number of bags used in each area.
Media release on responsible dog ownership and nuisance issues	Annually	Evaluate number of dogs being impounded and complaints received for wandering dogs.
Ensure ongoing promotion of the health benefits of owning a dog and exercising your dog regularly.	Ongoing	In conjunction with Councils healthy living programs
Ensure ongoing promotion of responsible pet ownership, dog training and dog walking opportunities.	Ongoing	Evaluate number of new dog registrations.



## 11. DANGEROUS, MENACING AND RESTRICTED BREED DOGS

This section outlines programs, services, and strategies to effectively identify all dangerous dogs, menacing dogs and restricted breed dogs in that district and to ensure that those dogs are kept in compliance with this Act and the regulations.

*Compliant with Section 68A(2)(c)(vii) of the Domestic Animal Act 1994, (and also Section 68A(2)(a),(c)(i),(c)(ii),(d),(f).*

### 11.1. Current Situation

**Our data** - Council declared dog figures 2019/20 and 2020/21 compared (see full Table in Part 2.8)

	2019/2020	2020/2021
Dangerous dogs registered	0	0
Menacing dogs registered	0	1
Restricted breed dogs registered	0	0

#### ***Our Orders, Local Laws, Council Policies and Procedures***

Dangerous, menacing, and restricted breed dogs are controlled by the *Domestic Animal Act 1994*.

### ***Our Education/Promotion Activities***

Council currently undertakes the following educational and promotional activities, including providing information of dangerous, menacing, and restricted breed dogs:

- Information regarding declared dogs on Councils website;
- Availability of brochures and information regarding declared dogs.

### ***Our Compliance Activities***

Council treats all dangerous, menacing, and restricted breed dogs very seriously. Council currently undertakes the following compliance activities in support of such offences:

- Declaration of dogs in appropriate situations.
- Audits of potential areas housing dangerous dogs (guard).
- Registration and identification of dangerous, menacing, and restricted breed dogs including audits of properties containing declared dogs; and
- Updating of declared dog database.

### ***Summary***

Whilst there are currently no declared dogs in the Yarriambiack Shire Council, there is constant consideration is given to any dogs that are involved in any type of incident that they may be declared as dangerous. Council has adopted a policy that does not allow registration of restricted or declared dangerous dogs within the Shire.

## **11.2. Our Plans**

**Objective 1:** Identify and register all Declared Dogs in the municipality.

Activity	When	Evaluation
Inspect all industrial properties in the municipality for dogs housed or kept for guarding purposes	Annually	All guard dogs either removed from premises or declared appropriately
Educate the community about what is a declared dog	2021/2022 & 2022/2023	Media releases and website updates

**Objective 2:** Effectively inspect and audit all declared dog premises annual to ensure they are following the keeping requirements.

Activity	When	Evaluation
Inspect all premises housing declared dogs	Annually	Compliance with requirements

## 12. DOG ATTACKS

This section outlines programs, services, and strategies to minimise the risk of attacks by dogs on people and animals.

*Compliant with Section 68A(2)(c)(iii) of the Domestic Animal Act 1994, (and also Section 68A(2)(a),(c)(i),(c)(ii),(d),(f).*

### 12.1. Current Situation

**Our data** - Council dog attack and rushing complaint figures 2019/20 and 2020/21 compared (see full Table in Part 2.8)

	2019/2020	2020/2021	Difference
Reported dog attack and rushing complaints	12	14	15% Increase

#### ***Our Education/Promotion Activities***

Council currently undertakes the following educational and promotional activities in support of dog attack issues:

- Media releases
- Council website information.
- Brochures and information available at Council offices.

#### ***Our Compliance Activities***

Council treats the issues of dog attack very seriously. Council currently undertakes the following compliance activities in support of nuisance offences:

- vehicle patrols and nuisance complaint response.
- dog attack (immediate - including 24-hour emergency service) call-out services.
- investigation of reported attacks including issuing of notice to comply, infringement notices and court prosecutions

#### ***Summary***

The number of dog attacks reported has increased.

Confinement of dogs is a priority because the instances of wandering dog's increases risk to other pets, humans, and livestock, and consumes time and resources of Local Laws officers. Desexed animals are less likely to wander so Council will continue to encourage people to have their pet desexed.

Council will ensure there is information available on the importance of animal confinement at Council service centres and other key locations. Council will also encourage responsible pet ownership practices and continue to investigate methods of encouraging and assisting this behaviour.

## 12.2. Our Plans

**Objective 1:** Decrease number of dog attacks in the community by 2% each year.

Activity	When	Evaluation
Publicise key dog attack prevention messages (e.g., confinement of dogs to property, leash laws etc) through media articles, mail outs, website info.	Annually	Compare number of reported dog attack incidents
Develop dog attack enforcement and investigation policy	2021/2022	To be developed
Create dog attack database	2021/2022	Database to be used to identify “hot spots” and trends and patterns of attacks
Run an education campaign targeting dog attack issues	2021/2022	To be targeted at the issue at the time and evaluated at the conclusion of the campaign with comparison to previous data.

## 13. OVERPOPULATION AND HIGH EUTHANASIA

This section outlines programs, services, and strategies to address any over-population and high euthanasia rates for dogs and cats.

*Compliant with Section 68A(2)(c)(iv) of the Domestic Animal Act 1994, and also Section 68A(2)(a),(c)(i),(c)(ii),(d),(f).*

### 13.1. Current Situation

**Our data** - Council dog and cat euthanasia figures 2019/20 and 2020/21 compared (see full Table in Part 2.8)

	2019/2020	2020/2021
Impounded dogs euthanased	2	3
Impounded cats euthanased	84	73

#### **Orders, Local Laws, Council Policies and Procedures**

Council's pound and euthanasia policies are guided by the *Domestic Animal Act* 1994. Council operates under its own pound and policies and procedures in accordance with the Domestic Animals Act 1994 and code of practice for shelters and pounds.

#### **Our Compliance Activities**

Council currently undertakes the following compliance activities in support of increasing registration and thereby reducing euthanasia rates:

- renewal follow-ups for registration and identification for domestic dogs and cats.
- vehicle patrols and nuisance complaint response.
- registration of animals released from the pound
- Follow up of registration for animals notified as sold by domestic animal businesses; and
- Use of notice to comply, infringements where required, prosecution of owners with unregistered dogs and cats.

#### **Summary**

The number of cat's euthanased has shown a moderate decrease in the last financial year due to an increase in Cat registration, microchipping and desexing. Significant work has been done by Council in partnership with local animal rescue groups to rehome unwanted cats; this will continue to be a priority in this Domestic Animal Management Plan.



## 13.2. Our plans

To decrease euthanasia rates of seized animals. Council plans to achieve this objective by increasing the registration rates, identification and return to owners will increase.

**Objective 1:** Identify all illegally operating Domestic Animal Breeding establishments in the municipality

Activity	When	Evaluation
Follow up of complaints relating to breeding establishments and monitoring of advertisements and excess pet registrations.	Ongoing	Compare number of council registered breeding establishments before and after campaign

**Objective 2:** Identify reasons for euthanasia of unclaimed animals

Activity	When	Evaluation
Create database to clearly define euthanasia reasons i.e. unable to be rehoused due to health/temperament issues rather than no new home available	Ongoing	Compare numbers of animals euthanased .

**Objective 3:** Reduce number of animals euthanased by 5% each year (not including wild, feral, or diseased animals)

Activity	When	Evaluation
Look at offering subsidised cat desexing program	Annually	Reduction of animals euthanased
Continue re-homing programs	Annually	Reduction of animals euthanased

**Objective 6:** Reduced number of wild and feral cats in the community.

Activity	When	Evaluation
Continue to offer cat trapping program to residents	Annually	Numbers of wild or feral cats impounded via trapping program

## 14. DOMESTIC ANIMAL BUSINESSES

This section outline programs, services and strategies which the Council intends to pursue in its municipal district to ensure that people comply with this Act, the regulations, and any related legislation.

*Compliant with Section 68A(2)(c)(ii) of the Domestic Animal Act 1994, and also Section 68A(2)(a),(c)(i),(d),(f).*

### 14.1. Current Situation

**Our data** - Council registered Domestic Animal Business figures 2015/16 and 2016/17 compared (see full Table in Part 2.8)

	2019/2020	2020/2021
Shelter/pound	1	1
Boarding facilities	1	1
Breeding/rearing establishments	0	0
Training facilities	0	1
Pet shops	0	0

#### ***Our Orders, Local Laws, Council Policies and Procedures***

Domestic animal business registration is controlled by the *Domestic Animal Act 1994*.

Council will continue to investigate all reports on domestic animal breeding businesses and seek compliance for any non-registered domestic animal business by conducting door knocks and property inspections.

#### ***Our Education/Promotion Activities***

Council provides information and guidance to every domestic animal business on the necessity of registration, the procedure, and the requirements to be fulfilled under the Act.

#### ***Our Compliance Activities***

Council currently undertakes the following compliance activities in support of ensuring compliance with businesses registered and the identification of unregistered businesses by;

- Annual audits of registered businesses.
- Production of work plans to ensure DAB's meet the requirements of the relevant code of practice.
- Follow up of properties identified with excess animals and any complaints regarding suspected DAB's.

## Summary

Yarriambiack Shire Council does not have many animal businesses. There are mandatory Codes of Practice for the operation of breeding and rearing establishments, boarding establishments, shelters, and pounds. Pet shops and breeding and rearing establishments. Council is obliged to ensure each establishment complies with the relevant Code of Practice with regular audits.

## 14.2. Our Plans

**Objective 1:** Identify and register all Domestic Animal Businesses in the municipality.

Activity	When	Evaluation
Identify all businesses that should be registered DABs in the municipality, using yellow pages (or similar, including online sites) identify businesses selling pets / pet products / services in the municipality. Follow up to determine whether they are and should be registered with council.	Annually	Compare number of registered DABs before and after activity
Media release to advise the public of the definition of a domestic animal business	2021/2022	Compare number of registered DABs before and after activity

**Objective 2:** Ensure compliance of all registered domestic animal businesses.

Activity	When	Evaluation
Audit all registered businesses	End of April of each year	Rate of compliance of registered businesses

## 15. OTHER MATTERS

This section provides for the review of other matters related to the management of dogs and cats in the Council's municipal district.

*Compliant with Section 68A(2)(e) of the Domestic Animal Act 1994.*

### 15.1. Current Situation

**Our data** – Yarriambiack Shire Council has over the past few years experienced drought, fires and floods. This is an ongoing issue of concern and emphasis has been placed by the shire on preparation of a MEMP, other related sub plans and general emergency management procedures and processes. While full responsibility for domestic animals in all circumstances rests with the owner of the animal, Council needs to consider issues of domestic animal management when considering evacuation procedures and emergency relief centres. Housing and feeding animals may become an important issue, when people bring domestic animals into relief centres or domestic animal businesses require evacuation.

#### ***Our Orders, Local Laws, Council Policies and Procedures***

Provision for emergency management planning for domestic animals should be included within the MEMP. Council might also develop separate plan/procedures/contact lists as appropriate by the Emergency Management Committee of Council.

#### ***Our Education/Promotion Activities***

Council may need to undertake community education about owner responsibility for domestic animals in emergency planning.

This may include the provision of advice/brochures/media releases on what to consider for pets in an emergency – include their needs as part of your emergency planning, e.g. food, water, bowls, bedding, cage, medication, registration and microchipping to help reunite pets with their owners after emergencies, external identification – e.g. collar with registration tag

#### **Summary**

Domestic animal management planning a municipal emergency can become a significant logistical issue, even though primary responsibility rests on the owners of domestic animals. Confusion, conflict and diverted resources can all result from a failure to consider domestic animals in evacuation and relief centres. The numbers of animals involved in domestic animal businesses could further aggravate these issues.

## 15.2. Our Plans

**Objective 1:** To ensure consideration is given to the management of Domestic Animals during emergency events.

Activity	When	Evaluation
Review all emergency management plans relevant to domestic animals	Annually	Review results and any feedback after an event
Officers to maintain involvement in emergency management groups within the shire to ensure that the needs of domestic animals in the event of an emergency are met	Ongoing	Involvement of officers at emergency management meetings and discussions and input into sub-plans and organisational plans relating to domestic animals.



## 16. ANNUAL REVIEW OF PLAN AND ANNUAL REPORTING

This section provides for the annual review of the Plan and Annual Reporting.

*Compliant with Section 68A(3)(a)(b)(c) of the Domestic Animal Act 1994 as below:*

68A(3) Every Council must—

- (a) review its domestic animal management plan annually and, if appropriate, amend the plan
- (b) provide the Department of Primary Industries' Secretary with a copy of the plan and any amendments to the plan
- (c) publish an evaluation of its implementation of the plan in its annual report.

### ***Our Performance Monitoring and Evaluation Process***

Council will monitor performance of the animal management services that are detailed in this plan by reporting annually through the Councils established reporting system.

### ***Review Cycle/Date for This Plan***

Council has a comprehensive business planning and monitoring system in place. Any new initiatives or ongoing programs identified in this plan will be recorded in that system and reported against in accordance with any actions shown in the previous sections.

This system also feeds into Councils annual report.

This plan will be reviewed on an annual basis by the Local Laws Coordinator in conjunction with council officers and key stakeholders. A report will be presented to Council and any amendments made to the plan will be forwarded the secretary.

The plan will be reviewed, and a new Domestic Animal Management Plan will be completed on or before 30 June 2021.

**15.3 Lease of 18 Cromie Street Rupanyup**

**Prepared by Gavin Blinman Director Community Services and Wellbeing.**

**SUMMARY**

For a number of years Emmett Motors has leased the property owned by Council at 18 Cromie Street Rupanyup. The lease has expired and is due for renewal.

**RECOMMENDATION**

That Council:

Lease 18 Cromie Street Rupanyup to Emmett Motors for one (1) month with an option to extend for a month at \$184 per month being rate set on previous lease.

**ATTACHMENTS**

[Attachment: Emmetts lease](#)

**DISCUSSION**

Emmetts have leased Council property at 18 Cromie Street, Rupanyup for many years and the current lease now needs updating, however, in discussions with Peter Emmett they have now purchased land to move their equipment and require a short-term lease extension while they shift stock. Once the land is vacant Council can advertise land for lease or make the decision to sell the block.

**RELEVANT LAW**

*Local Government Act 2020 Part 5 , Division 4 , Section 115*

**COUNCIL PLANS AND POLICIES**

Yarriambiack Shire Council Leasing and Licence policy 2019.

**RELATED COUNCIL DECISIONS**

Council meeting date 28 July 2021 Lease Lascelles Street Hopetoun Gateway BEET.

**OPTIONS**

Option 1: Council could refuse to enter into a short-term arrangement with Emmett Motors.

**SUSTAINABILITY IMPLICATIONS**

Economic / Social: Provides a positive outcome for a local based business with an overall benefit to the community of stimulating the economy.

Environmental: The block is maintained by private business at no costs to Council.

Financial: Minor income derived from lease.

**COMMUNITY ENGAGEMENT**

Business engaged only as short-term nature of lease .

**GENDER IMPACT ASSESSMENT**

<b>Gender Impact Assessment (GIA)</b>		<b>Status</b>
Does this Council report recommendation m) Introduce a new policy, program and/or service; or n) Is it a review of a policy, program and/or service; that directly and significantly impacts the public?		YES <input type="checkbox"/> A GIA has been completed.  NO <input checked="" type="checkbox"/> A GIA is not required.
Link to Gender Impact Assessment		GIA – Not applicable

**RISK**

Utilising the Risk Management Framework the following assessment has been made:

<b>Strategic Risk Description and Residual Risk Level</b>	<b>Action to Mitigate/Reduce Risk</b>	<b>Does Action maintain or reduce Residual Risk Level</b>
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low	Short term only if lease is long term advertising and valuation would need to occur.	Maintains Residual Risk Level
Reputational Risk - Residual Risk Level Low	Supporting the short term endorses Council's support of local business within the municipality.	Reduces Residual Risk Level

**REGIONAL, STATE AND NATIONAL PLANS AND POLICIES**

Nil

**CONFLICTS OF INTEREST**

All officers involved in the preparation of this report have declared that they do not have a conflict of interest in the subject matter of this report.

**Standard Form Lease 2021 –  
Building Lease  
Retail/Commercial**

**YARRIAMBIACK SHIRE COUNCIL**

and

**Emmett Motors (Rupanyup )**

**LEASE (WHOLE OF BUILDING AND LAND)**

Premises: **18 Cromie st Rupanyup 3388,  
Victoria.**

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THIS LEASE is made on

2021

## PARTIES

- 1 **YARRIAMBIACK SHIRE COUNCIL**  
of 34 Lyle Street, Warracknabeal VIC 3393  
("Landlord")
- 2 **Emmett Motors Rupanyup ANC OR ABN details of 6 Cromie st Rupanyup 3388**
- 3 The person or persons named in Item 2 of Schedule 1.  
("Guarantor")

## RECITALS

- A The Landlord is the registered proprietor of the Premises.
- B [##] The Landlord aims to:
- maximise the use of community assets and maximise community benefit arising from the use of community assets, including the Premises; and
  - ensure that community assets, including the Premises, are appropriately and responsibly managed, in consideration of the environment, community impact and involvement, and the overall wellbeing of the community.
- C The Landlord has agreed to lease the Premises to the Tenant on the terms and conditions set out in this lease [##] and so as to achieve the objectives referred to above].

## THE PARTIES AGREE THAT:

### 1 DEFINITIONS

In this lease, unless the contrary intention appears:

- 1.1 "**Act**" means the *Retail Leases Act 2003* (Vic);
- 1.2 "**Authorised Officer**" in the case of either party means a person appointed by that party to act on its behalf under this lease.
- 1.3 "**Building**" means any building in which the Premises is located, including the Landlord's Property.
- 1.4 "**Business Day**" means any day (other than a Saturday or a Sunday) on which banks are open for general banking business in Victoria.
- 1.5 "**Commencement Date**" means the date set out in item 3 of Schedule 1.
- 1.6 "**Common Areas**" means those parts of the Building or Land which are made available by the Landlord for the common use of or access by all occupiers of the Building or Land, including the Landlord, as marked on the plan in Schedule 2 (if any).
- 1.7 "**CPI**" means:
  - 1.7.1 the Consumer Price Index (All Groups) Melbourne; or
  - 1.7.2 if that index is suspended or discontinued and another index is substituted by the Australian Statistician, that index; or

- 1.7.3 if there is no index under the preceding paragraph, the general inflation rate in Victoria as used by the Victorian treasury for the relevant period.
- 1.8 **"Default Event"** has the meaning given to it in clause 21.1.
- 1.9 **"Disclosure Statement"** means a statement prepared by the Landlord in accordance with the Act.
- 1.10 **"Essential Safety Measures"** means essential safety measures as defined in the Regulations and that are within the Premises or Land.
- 1.11 **"Expiry Date"** means the last day of the Term and is the date set out in item 4 of Schedule 1.
- 1.12 **"GST"** means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.
- 1.13 **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.14 **"Information Brochure"** means the Information Brochure published by the Small Business Commission.
- 1.15 **"Input Tax Credit"**, in relation to a Taxable Supply, means a credit under the GST Act for the GST payable by the recipient in respect of the Taxable Supply.
- 1.16 **"Land"** means the land described in item 8 of Schedule 1.
- 1.17 **"Landlord's Property"** means anything in the Premises at any time during the Term which is not the Tenant's Property, including the items listed in Schedule 4 (if any).
- 1.18 **"Lettable Area"** means the area calculated in accordance with the appropriate method of measurement published as at the Commencement Date by the Property Council of Australia for that type of premises.
- 1.19 **"Outgoings"** means any of the following expenses incurred in respect of the Land, the Building, or the Premises:
- 1.19.1 all rates, assessments, levies and other charges imposed by any relevant authorities;
  - 1.19.2 all taxes (including land tax on the basis that the Land is the only land owned by the Landlord) but excluding the Landlord's income tax and capital gains tax;
  - 1.19.3 the costs of maintenance and repairs, and of carrying out works required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the Landlord from its insurer);
  - 1.19.4 the costs associated with the inspection, installation, supply, maintenance, repair and servicing of Essential Safety Measures at the Premises, in the Landlord's Property and in the Tenant's Property; and
  - 1.19.5 any other expenditure reasonably and properly incurred by the Landlord for the benefit of the Tenant or the Premises,
- excluding expenses whose recovery from the Tenant would be contrary to the Act or other applicable legislation.

- 1.20 **"Permitted Use"** means the use described in item 6 of Schedule 1.
- 1.21 **"PPSA"** means the *Personal Property Securities Act 2009* (Cth.).
- 1.22 **"Premises"** means the premises described in item 7 of Schedule 1 and includes the Landlord's Property within the Premises.
- 1.23 **"Regulations"** means the *Building Regulations 2018* (Vic.) and any amendment to or replacement of those regulations.
- 1.24 **"Rent"** means the amount specified in item 9 of Schedule 1, and as revised in accordance with this lease.
- 1.25 **"Rent Review Date"** means each of the dates specified in item 11 of Schedule 1.
- 1.26 **"Review Period"** means the review period following each Rent Review Date until the next Rent Review Date or until the end of this lease.
- 1.27 **"Security Deposit"** means the deposit to be paid by the Tenant to the Landlord pursuant to clause 9 being the amount set out in item 12 of Schedule 1.
- 1.28 **"Small Business Commission"** means the Small Business Commission established under section 4 of the *Small Business Commission Act 2017* (Vic).
- 1.29 **"Start Of The Lease"** means the first day of the Term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
- 1.30 **"Tax Invoice"**, in relation to a Taxable Supply, means an invoice for the Taxable Supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the Taxable Supply.
- 1.31 **"Taxable Supply"** means a taxable supply within the meaning of the GST Act.
- 1.32 **"Tenant"** means the person or persons set out in item 1 of Schedule 1 and includes the Tenant's personal representatives, successors and permitted assignees.
- 1.33 **"Tenant's Agents"** means the members, employees, agents, contractors, customers, invitees and tenants of the Tenant.
- 1.34 **"Tenant's Property"** means everything on the Premises at any time during the Term belonging to the Tenant, including the items listed in Schedule 3 (if any).
- 1.35 **"Tenant's Proportion"** means the Tenant's share of the Outgoings which is calculated in accordance with item 13 of Schedule 1.
- 1.36 **"Term"** means the duration of this lease as set out in item 5 of Schedule 1.

## 2 LEASE

### 2.1 Lease of Premises

The Landlord leases the Premises to the Tenant. This lease is subject to:

- 2.1.1 the terms contained in this lease;

- 2.1.2 the Landlord giving notice of its intention to grant this lease pursuant to section 190 of the *Local Government Act 1989* and resolving to enter into the lease pursuant to section 223 of that Act (if applicable), or giving notice under section 115 of the *Local Government Act 2020* (Vic) and subsequently resolving to enter into this lease, as the case may be;
- 2.1.3 any special conditions in item 19 of Schedule 1;
- 2.1.4 all encumbrances affecting the Premises; and
- 2.1.5 the right of the Landlord to:
  - (a) run water, air, electricity, sewage, gas and other substances through the Premises;
  - (b) install, maintain, use, repair, alter and replace the pipes, wires, ducts and cables leading through or around the Premises; and
  - (c) determine all areas of access to and from the Premises.

## **2.2 Term of lease**

The Term of this lease begins on the Commencement Date and ends on the Expiry Date.

## **3 USE OF COMMON AREAS**

.....

## **4 PAYMENTS BY TENANT**

### **4.1 Rent**

The Tenant must pay the Rent without any deduction, counterclaim or set-off:

- 4.1.1 to the Landlord at the Landlord's address specified in this lease, or as the Landlord directs; and
- 4.1.2 in the manner set out in item 10 of Schedule 1.

### **4.2 Outgoings and Insurance**

The Tenant must:

- 4.2.1 pay direct to the relevant authority (as and when they fall due for payment) or reimburse the Landlord (within 7 days of demand) the Tenant's Proportion of all Outgoings; and
- 4.2.2 if required by the Landlord, pay or reimburse the Landlord upon demand for all insurance premiums and other charges and excesses in connection with public risk insurance policies taken out by the Landlord for the amounts which the Landlord reasonably thinks are appropriate in connection with the Premises and this lease; and
- 4.2.3 if required by the Landlord, pay or reimburse the Landlord upon demand for all insurance premiums and other charges and excesses in connection with building insurance policies (if any) taken out by the Landlord for the

amounts which the Landlord reasonably thinks are appropriate in connection with the Premises.

#### 4.3 Services

4.3.1 The Tenant must pay, as and when they fall due, all assessments, levies, charges and consumption costs, and any other costs for:

- (a) electricity, gas, water and telecommunications services; and
- (b) air conditioning and ventilation systems, cleaning, pest control, waste collection, lighting, landscaping and garden maintenance and security services

that are supplied to or for the Premises, or which are for the benefit of the Premises or Common Areas, and that are not otherwise payable by the Tenant under this Lease.

4.3.2 If required by the Landlord, the Tenant must install and pay for a separate meter for recording or measuring any of the services referred to in clause 4.3.1(a).

4.3.3 If any of the services referred to in clause 4.3.1 are not capable of separate assessment in relation to the Premises (and a separate meter is not installed pursuant to clause 4.3.2), the Tenant must pay the proportion that the Lettable Area of the Premises bears to the Lettable Area of the Building or Land upon which the services are assessed or to which the services are supplied.

## 5 RENT REVIEW

### 5.1 Market Review

If item 11 of Schedule 1 provides for a market review of Rent on any Rent Review Date, the following provisions will apply:

5.1.1 The Landlord may initiate a review of Rent by giving the Tenant a written notice stating the rent which it considers to be the current open market rent for the Premises ("**Landlord's notice**").

5.1.2 If the Tenant disagrees with the proposed rent, the Tenant must give the Landlord a written notice ("**Tenant's notice**") objecting to the proposed rent within 21 days of the date of the Landlord's notice. Time will be of the essence for the delivery of the Tenant's notice.

5.1.3 If the Tenant does not serve the Tenant's notice on the Landlord, the proposed rent as set out in the Landlord's notice will be the Rent for the next Review Period.

5.1.4 If the Tenant serves the Tenant's notice within the prescribed time and the parties cannot agree on the rent for the next Review Period, it shall be determined by a valuer who:

- (a) is a full member of not less than 5 years' standing of the Australian Property Institute - Victorian Division ("**API**");
- (b) is qualified as a valuer of premises similar to the Premises; and



- (c) if the Act applies to this lease, has any other qualifications as required under the Act.

5.1.5 If the parties cannot agree upon a valuer within 21 days after the date of the Tenant's notice:

- (a) If the Act applies to this lease, either party may request the Small Business Commission to appoint a valuer who meets the criteria in clause 5.1.4 to determine the current open market rent of the Premises; or
- (b) if the Act does not apply to this lease, either party may request the President of the Australian Property Institute, Victorian Division, to appoint a valuer who meets the criteria in clause 5.1.4 to determine the current open market rent of the Premises.

5.1.6 Until the rent is determined by the valuer, the Tenant must continue to pay the Rent payable just before the relevant Rent Review Date.

5.1.7 In determining the current open market rent of the Premises, the valuer must:

- (a) act as an expert and not as an arbitrator;
- (b) assume the parties have acted knowledgeably, prudently and without compulsion;
- (c) assume there is a willing landlord and a willing tenant in an arm's length transaction;
- (d) consider all submissions made by the parties provided the submissions are made within 21 days of the valuer being appointed;
- (e) assume that the parties have complied with their respective obligations under this lease;
- (f) assume that the Premises are fit for immediate occupation and use;
- (g) assume that the Premises are vacant and available to be leased on the same conditions as this lease;
- (h) ignore any poor condition of the Premises which has resulted from a breach of this lease by the Tenant;
- (i) determine the current open market rent of the Premises and give reasons for it in writing as soon as possible after the end of the 21 days allowed for submissions by the parties; and
- (j) take into account, all other relevant factors, matters or variables used in proper land valuation practices.

5.1.8 If for any reason no determination has been made by the valuer within 45 days of the valuer being appointed, then either party may immediately request:

- (a) if the Act applies to this lease, the Small Business Commission to appoint a replacement valuer who meets the criteria in clause 5.1.4; or

- (b) if the Act does not apply to this lease, the President of the Australian Property Institute, Victorian Division, to appoint a replacement valuer who meets the criteria in clause 5.1.4.

The provisions of this clause will then apply to the determination by the replacement valuer.

- 5.1.9 The valuer's decision is final and binds the parties.
- 5.1.10 Within 7 days of being informed of the valuer's determination, the parties must make any necessary adjustments to the Rent.
- 5.1.11 The valuer's costs and disbursements must be borne by the parties equally.
- 5.1.12 If the Act does not apply to this lease, then despite any other provision in this lease, the Rent payable as varied under this clause 5.1 must not be less than the Rent payable immediately before the relevant Rent Review Date.

## **5.2 Percentage Increase**

If item 11 of Schedule 1 provides for a percentage increase of Rent on any Rent Review Date, then the Rent (being the amount of Rent payable by the Tenant immediately before the Rent Review Date) shall be increased on the relevant Rent Review Date by the percentage specified in item 11.

## **5.3 CPI Review**

If item 11 of Schedule 1 provides for a CPI review the Rent for the next Review Period will be calculated in accordance with the following formula:

$$A = B \times \frac{C}{D}$$

where: A is the Rent for the next Review Period;

B is the annual Rent paid by the Tenant just prior to the relevant Rent Review Date;

C is the CPI last published before the relevant Rent Review Date; and

D is the CPI last published at least 12 months before the relevant Rent Review Date.

## **5.4 Time of Review**

Any delay in making a rent review does not prevent the review from taking place and being effective from the relevant Rent Review Date.

# **6 GST**

## **6.1 Interpretation**

The consideration payable by any party under this lease is the GST exclusive amount of the Taxable Supply for which payment is to be made.

## 6.2 GST exclusive amounts

Subject to clause 6.4, if a party makes a Taxable Supply in connection with this lease for a consideration, then the party liable to pay for the Taxable Supply must also pay, at the same time and in the same manner as the consideration is otherwise payable, the amount of any GST payable in respect of the Taxable Supply.

## 6.3 Maximum amount to be paid

Where this lease requires a party (the "**first party**") to pay, reimburse or contribute to an amount paid or payable by the other party (the "**other party**") in respect of an acquisition from, or a transaction with a third party for which the other party is entitled to claim an Input Tax Credit, the amount for payment, reimbursement or contribution will be the GST exclusive value of the acquisition by the other party plus any GST payable in respect of the other party's recovery from the first party.

## 6.4 Tax invoice to be given

A party's right to payment under clause 6.2 is subject to a Tax Invoice being delivered to the party liable to pay for the Taxable Supply.

# 7 LEGAL AND OTHER COSTS

## 7.1 Costs incurred by Landlord

The Tenant must pay or reimburse the Landlord on request all reasonable costs (including legal costs and disbursements) incurred by the Landlord in connection with:

- 7.1.1 any assignment (or proposed assignment) of this lease, or any subletting or licence (or any proposed subletting or licence) of the Premises;
- 7.1.2 any approval, variation, mortgage, charge or surrender concerning this lease including costs payable to a person appointed to evaluate or supervise any matter;
- 7.1.3 any breach of this lease by the Tenant; and
- 7.1.4 the exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, by the Landlord of any rights or remedies under this lease.

## 7.2 Other costs

Anything the Tenant is required to do under this lease must be done at the Tenant's cost.

# 8 INTEREST ON OVERDUE MONEY

If the Tenant is late in paying the Landlord any money payable by it under this lease, the Tenant must pay interest on that money from the due date for payment until the money is paid in full. The rate of interest is the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983*.

## **9 SECURITY DEPOSIT**

### **9.1 Tenant to provide**

The Tenant must pay the Security Deposit to the Landlord and must maintain the deposit at that amount, such deposit to be held by the Landlord in an interest-bearing account.

### **9.2 Use of security deposit**

The Landlord may use the Security Deposit (including any accrued interest) to make good the cost of remedying breaches of the Tenant's obligations under this lease.

### **9.3 Refund at end of lease**

After this lease has ended and the Tenant has vacated the Premises, if there is no unremedied breach of this lease by the Tenant in respect of which the Landlord may draw upon all or part of the Security Deposit, the Landlord must refund the unused part of the Security Deposit within 30 days of the Tenant having complied with all obligations under this lease.

## **10 USE OF PREMISES**

The Tenant must:

- 10.1 use the Premises for the Permitted Use (and for no other use);
- 10.2 not use the Premises for any illegal purpose or activity;
- 10.3 not use the Premises as a residence or allow anyone to sleep in the Premises;
- 10.4 not conduct any auction sale or public meeting in or around the Premises;
- 10.5 not prepare or cook food in the Premises other than in the areas which have been provided or approved by the Landlord for that purpose;
- 10.6 not apply for a liquor licence without first obtaining the Landlord's consent, and must not permit the sale of any alcohol at the Premises unless the Tenant holds a liquor licence;
- 10.7 not burn rubbish at the Premises or in the Building;
- 10.8 not use any lavatories, grease traps, drains or other sanitary facilities for any purpose other than that for which they were designed;
- 10.9 not bring, allow or permit any animal or pet on the Premises other than guide dogs, except if the Landlord gives prior consent;
- 10.10 not do anything which is or may be a nuisance or annoyance to the Landlord, any occupants of the Building, any owners or occupants of premises adjacent to the Premises or the Building, or members of the public;
- 10.11 not obstruct or interfere with the Landlord's or any other occupier's use of the Common Areas;
- 10.12 at its own expense, apply for and keep in force all licences and permits necessary for the Tenant to use the Premises for the Permitted Use;

- 10.13 take all precautions required by law against fire and comply with all regulations and directions of any authority in relation to fire prevention;
- 10.14 not without the Landlord's prior written consent, store or use any dangerous, toxic, explosive or inflammable substances at the Premises or in the Building;
- 10.15 at its own expense, comply on time with all laws, notices, orders, legal requirements and requirements of any authority concerning the Premises and this lease, or the use and occupation of the Premises (except where applicable legislation makes such compliance the Landlord's responsibility). Without limiting this clause, an authority includes any person, body or corporation (whether government, statutory or non-statutory) that has authority over the Premises or the Tenant's use of the Premises;
- 10.16 not install or use any form of heating, cooling, ventilation or air-conditioning in the Premises which is not approved beforehand by the Landlord in writing;
- 10.17 not, without the Landlord's prior written approval, bring onto or remove from the Premises any object or equipment which is likely, in the opinion of the Landlord, to cause damage to the Premises, the Landlord's Property or any services or Essential Safety Measures. The Tenant must comply with any instructions given by the Landlord with respect to the installation, use or removal of any object or equipment for which the Landlord has given the Tenant approval to bring onto or remove from the Premises under this clause;
- 10.18 comply with the following requirements in relation to any outdoor area (including any outdoor playing area) which forms part of the Premises:
  - 10.18.1 not bring any soil, sand, or tan bark or similar product onto the Premises unless approved in advance by the Landlord;
  - 10.18.2 not plant any vegetable gardens at the Premises other than in separate planter boxes or pots;
  - 10.18.3 not allow any digging at the Premises without the Landlord's written approval;
- 10.19 not cause the Common Areas to be left in an untidy or unclean condition;
- 10.20 comply with any Building rules in force from time to time that are notified in writing by the Landlord to the Tenant; and
- 10.21 comply with all reasonable requests or directions given by any Authorised Officer of the Landlord that the Authorised Officer considers necessary or desirable for the safety, care or cleanliness of the Premises or areas near the Premises.

## **11 SECURITY**

### **11.1 Tenant to protect Premises**

- 11.1.1 The Tenant must use its best efforts to protect and keep safe the Premises and the Landlord's Property from theft and vandalism. This includes keeping all fences, gates, doors, windows and openings closed and securely fastened when the Premises are not in use.
- 11.1.2 The Tenant must, at its own cost, install and maintain a security alarm for the Premises if required by the Landlord. The Tenant must provide the Landlord with all relevant codes for the security alarm upon installation, and whenever the codes are updated.

## **11.2 Keys and Security Cards**

- 11.2.1 The Landlord will provide the Tenant with keys for the Premises and passes giving access to the Premises (where applicable). The Tenant must maintain a current list of those persons retaining keys or passes for the Premises and provide the Landlord with this list at the commencement of the lease and whenever requested by the landlord.
- 11.2.2 The Tenant must not change the locks at the Premises without the Landlord's approval

## **12 LICENCES**

- 12.1 The Tenant must obtain the prior written consent of the Landlord before applying for any licence, permit or consent for the Premises or the Tenant's use of the Premises.
- 12.2 If the Tenant obtains any licence, permit or consent pursuant to clause 12.1, the Tenant must immediately provide a copy of such licence, permit or consent to the Landlord.

## **13 TENANT'S OBLIGATIONS CONCERNING INSURANCE**

### **13.1 Tenant to maintain insurance**

The Tenant must take out and maintain insurance for:

- 13.1.1 public liability in the name of the Tenant, and noting the interest of the Landlord, for an amount of not less than the amount set out in item 14 of Schedule 1 in respect of any single occurrence. This policy must indemnify the Landlord against all claims of any kind arising from any act, omission or neglect by the Tenant or any of the Tenant's agents;
- 13.1.2 the Tenant's Property, contents and any fitout of the Premises against loss, damage or destruction by any cause;
- 13.1.3 employers' liability, workers' compensation and/or Workcover which covers any damage, loss or liability suffered or incurred by any person engaged by the Tenant arising by virtue of any statute relating to workers' or accident compensation or employers' liability or at common law; and
- 13.1.4 any other insurances in connection with the Premises which the Landlord may reasonably require

AND the Tenant must produce to the Landlord copies of all these insurance policies and evidence that they are in force within 7 days of the Commencement Date, on each anniversary of the Commencement Date and at any other time upon request by the Landlord.

### **13.2 Policy requirements**

The insurance policies under clause 13.1 must contain terms and conditions approved by the Landlord and be taken out with an insurer approved by the Landlord (which approval may not be unreasonably withheld)

### **13.3 Tenant not to prejudice insurance**

The Tenant must not do anything on the Premises or otherwise which:



- 13.3.1 may cause any insurance policy (taken out under this lease or otherwise) to become void or voidable; or
- 13.3.2 may cause any claim on any insurance policy (taken out under this lease or otherwise) being rejected or a premium to be increased.

#### **13.4 Compliance with insurer's requirements**

The Tenant must comply with the requirements of any insurer under any insurance policy for the Premises or Building or property in the Premises (whether taken out under this lease or otherwise).

#### **13.5 Where premium increased**

If the Tenant causes an increase in any premium payable by the Landlord for any insurance effected by the Landlord for the Premises or Building or property in the Premises (whether taken out under this lease or otherwise), the Tenant must pay the Landlord, on request, the increase in the premium.

### **14 MAINTENANCE OF PREMISES AND ALTERATIONS**

#### **14.1 Tenant to maintain**

- 14.1.1 Except for fair wear and tear and subject to clause 14.4, the Tenant must at its own cost keep the Premises and the Landlord's Property (including all trees, gardens and vegetation at the Premises):
  - (a) in the same condition as at the Start Of The Lease (and, where Works are completed under clause 14.6, the Tenant must maintain those Works in good and well-maintained condition), including all capital and structural repairs;
  - (b) properly repaired and maintained, using good quality materials, and in compliance with all laws and all requirements of authorities; and
  - (c) properly cleaned (including the interior and exterior surfaces of any windows and doors) and the Tenant must:
    - (1) arrange for all refuse to be regularly removed from the Premises;
    - (2) take all proper precautions to keep the Premises free of refuse, rodents and vermin. If required by the Landlord, the Tenant must engage pest exterminators for that purpose;
    - (3) store refuse before removal so that it cannot be seen from outside the Premises; and
    - (4) comply with the Landlord's reasonable directions concerning cleaning and disposal of refuse.
- 14.1.2 If required by Item 18 of Schedule 1, and in accordance with the requirements in Item 18 of Schedule 1, the Landlord will prepare and the parties will promptly sign a condition report which details and confirms the condition of the Premises and Landlord's Property as at the Commencement Date.

**14.2 Landlord may carry out maintenance**

The Tenant must carry out repairs or maintenance within 14 days of being served with a written notice of any defect or lack of repair or maintenance which the Tenant is obliged to fix under this Lease. If the Tenant does not comply with the notice within 14 days, the Landlord may carry out the repairs and the Tenant must pay the cost to the Landlord on demand.

**14.3 Tenant to report damage**

The Tenant must:

- 14.3.1 promptly report to the Landlord any damage to or defect in the Premises, Landlord's Property, or Building or any defective windows, lights, doors, locks and fastenings; and
- 14.3.2 promptly give written notice to the Landlord of any hazards within the Premises or the Building or the service by any authority of a notice or order affecting the Premises or Building.

**14.4 Limitations on obligations**

Despite any term of this Lease, the Tenant is not obliged to:

- 14.4.1 carry out repairs to the Premises that are the responsibility of the Landlord under the Act, if the Act applies; or
- 14.4.2 repair damage for which the Tenant is not responsible under this Lease, unless the Landlord loses the benefit of any insurance for that damage because of any act, omission or default by the Tenant or any of the Tenant's Agents.

**14.5 Essential Safety Measures - Tenant's obligations**

The Tenant must:

- 14.5.1 not interfere with, alter or limit the operation or effectiveness of any Essential Safety Measure;
- 14.5.2 immediately advise the Landlord and confirm in writing any alteration, breakdown or theft of or damage to any Essential Safety Measure;
- 14.5.3 allow the Landlord or its appointed agent to enter the Premises at any reasonable time on the provision of reasonable notice (except in the case of an emergency when the requirement for notice shall be waived) to inspect and maintain any Essential Safety Measure;
- 14.5.4 ensure that display of the annual essential safety measures report prepared in accordance with the Regulations, and any determination and record of maintenance checks, service and repair work which are kept on the Premises pursuant to the Regulations, are retained on display at the Premises;
- 14.5.5 provide to the Landlord all documentation required in order to establish and maintain records of maintenance checks, services and repair work for any Essential Safety Measure; and

- 14.5.6 advise the Landlord immediately if the Tenant receives notice (whether written or oral) of any proposed inspection of the Premises by a municipal building inspector or chief officer pursuant to the Regulations.

#### **14.6 Alterations to Premises**

- 14.6.1 The Tenant must not, without first obtaining the written approval of the Landlord (which may be given or withheld at the Landlord's discretion and given or withheld with conditions):

- (a) make any alterations, additions or improvements (whether structural or otherwise);
- (b) install any equipment or exterior fixtures or fittings (including blinds or awnings) to or on the Premises;
- (c) carry out any demolition, landscaping or earthworks on the Premises;
- (d) fix or place signs, notices or advertisements which are visible from outside the Premises in any place in or near the Premises; or
- (e) interfere with or alter any Essential Safety Measure, ("Works").

- 14.6.2 In considering whether or not to approve any Works under clause 14.6.1:

- (a) The Landlord may employ external consultants for the purpose of considering any proposed Works and supervising the Works, and the Tenant must cooperate with and allow the Landlord's consultants access to the Premises for these purpose;
- (b) The Landlord may require the Tenant to:
  - (1) deliver three copies of all drawings and specifications and a program of Works to the Landlord in such format, including electronic format, as the Landlord may require;
  - (2) make all variations to the drawings, specifications and program of Works reasonably required by the Landlord and deliver further copies to the Landlord in such format, including electronic format, as the Landlord may require;
  - (3) deliver a detailed quote for the cost of completing the Works (including the cost of all materials to be used) certified by a qualified consultant to be a bona fide estimate of the cost of completing the Works;
  - (4) obtain all approvals and permits necessary for the Works;
  - (5) deliver one copy of those approvals and permits to the Landlord;
  - (6) give the Landlord the name of:
    - (A) each contractor and tradesman the Tenant intends to employ to carry out the Works; and

(B) the person who will supervise the Works; and

- (7) reimburse the Landlord the cost of effecting and maintaining the appropriate insurances in respect of the Works unless the Landlord agrees for the Tenant to effect and maintain that insurance.

14.6.3 The Tenant must:

- (a) carry out and complete all Works within the Premises promptly and in a proper and workmanlike manner at the Tenant's cost and:
  - (1) in accordance with the drawings, specifications and program of Works approved by the Landlord;
  - (2) in compliance with any conditions imposed by the Landlord;
  - (3) using qualified tradespersons; and
  - (4) in compliance with all laws and all requirements of authorities;
- (b) obey and cause its contractors and tradesmen to obey the Landlord's reasonable directions concerning the Works;
- (c) if the Works affect the electrical, water or gas supplies, or the switchboard capacity, ensure that these supplies are adequately maintained, and restore them to proper working order;
- (d) immediately give the Landlord a copy of any notice received from any party in relation to the Works; and
- (e) not interfere and ensure that the Tenant's contractors and tradesmen do not interfere with other occupiers or users of the Building.

14.6.4 On completion of the Works, the Tenant must promptly:

- (a) remove from the Premises all unused building materials, equipment and debris as directed by the Landlord;
- (b) if required, obtain an occupancy permit or compliance from the relevant authority for the Works and deliver a copy to the Landlord; and
- (c) in the case of alterations or additions, deliver to the Landlord a complete set of drawings and specifications showing the alterations or additions as built, in such format, including electronic format, as the Landlord may require.

14.6.5 The Tenant must promptly pay when requested all reasonable costs incurred by:

- (a) the Landlord in employing external consultants pursuant to clause 14.6.2(a); and
- (b) the Landlord in remedying any breach by the Tenant of its obligations under this clause 14.6.

## 15 ASSIGNMENT AND SUBLETTING

### 15.1 Consent of Landlord

The Tenant must not:

- 15.1.1 if the Act applies to this lease, assign its rights or powers as tenant under this lease without the Landlord's prior written consent which consent shall not be unreasonably withheld provided the provisions of clause 15.2 are complied with;
- 15.1.2 if the Act does not apply to this lease, assign its rights or powers as tenant under this lease without the Landlord's prior written consent which consent may be given, given subject to conditions, or withheld at the Landlord's absolute discretion;
- 15.1.3 sub-let, licence or part with possession or share the Premises without the Landlord's prior written consent which consent may be given, given subject to conditions, or withheld at the Landlord's absolute discretion; or
- 15.1.4 create or allow any mortgage, interest, easement or other encumbrance which would affect the Tenant's interest in the Premises or its rights as tenant under this lease.

### 15.2 Where consent not to be unreasonably withheld

If the Act applies to this lease, the Landlord will not unreasonably withhold its consent to an assignment if the Tenant has:

- 15.2.1 requested an assignment by notice in writing to the Landlord;
- 15.2.2 given the name and address of the proposed assignee ("**New Tenant**") to the Landlord;
- 15.2.3 remedied any Default Event which exists at the time of the proposed assignment;
- 15.2.4 provided the Landlord with a copy of the proposed document of assignment, in a form approved by the Landlord acting reasonably, and procured the New Tenant to execute that document;
- 15.2.5 proved to the satisfaction of the Landlord that the New Tenant is respectable and responsible and has the financial resources, experience and ability to comply with all of the Tenant's obligations under this lease;
- 15.2.6 ensured that the New Tenant does not propose using the Premises in a way which is not permitted under this lease;
- 15.2.7 provided the New Tenant with a copy of any Disclosure Statement given by the Landlord to the Tenant and details of any changes to the information in that Disclosure Statement of which the Tenant is aware or could reasonably be expected to be aware;
- 15.2.8 agreed to pay the Landlord all reasonable costs (including legal costs and disbursements) incurred by the Landlord in connection with the proposed assignment including all enquiries made by the Landlord relating to the New Tenant; and

- 15.2.9 if the New Tenant is a corporation, its directors and principal shareholders have, if required by the Landlord, guaranteed to the Landlord the compliance by the New Tenant of its obligations under this lease.

### **15.3 Deemed assignment**

- 15.3.1 Where the Tenant is a corporation, any circumstances which result in any person or group of persons who:
- (a) control the composition of the board of directors; or
  - (b) beneficially hold more than one half of the issued share capital,
- being different from the person or persons who were in that position at the Commencement Date, will be deemed to be an assignment of this lease which will require the prior written consent of the Landlord.
- 15.3.2 Clause 15.3.1 will not apply where the Tenant is a company, the voting shares of which are listed on Australian Stock Exchange Limited or a wholly owned subsidiary of such a company, and where a change of control is caused only by a transfer of shares in the listed company.

## **16 DISCRIMINATION**

The Tenant must comply with any responsibilities and obligations under the *Disability Discrimination Act 1992* (Cth) and the *Equal Opportunity Act 2010* (Vic) and any other relevant legislation pertaining to people with a disability with respect to the use of the Premises, and ensure that it uses the Premises so as not to be inconsistent with the Landlord's disability action plan, as notified to the Tenant from time to time.

## **17 OCCUPATIONAL HEALTH AND SAFETY**

The Tenant must:

- 17.1 conduct the Tenant's operations from the Premises in a safe and healthy manner so as to ensure that there is minimal exposure to hazards at the Premises;
- 17.2 comply with the *Occupational Health and Safety Act 2004* and all regulations and codes of practice made under that Act as well as any other relevant Australian standards in relation to the Tenant's operations at the Premises;
- 17.3 remedy any hazards or risks identified as a result of the risk assessment conducted by the Tenant or as otherwise required by the Landlord in writing; and
- 17.4 allow the Landlord access to the Premises at any time upon reasonable notice to conduct safety audits of the Premises.

## **18 TENANT'S OBLIGATIONS AT END OF LEASE**

### **18.1 Vacating the Premises**

At the end of this lease, the Tenant must:

- 18.1.1 vacate the Premises and leave the Premises clean and in the condition required by this lease;
- 18.1.2 if required by the Landlord and to the extent required by the Landlord (at its sole discretion):



- (a) remove any buildings, fixtures or improvements to the Premises that form part of the Tenant's Property or Works carried out under clause 14.6.1;
  - (b) remove any signs, notices or advertisements placed in or near the Premises and any below ground and above ground electricity equipment or other installations; and
  - (c) restore the Land (both at a surface level and below ground) to its state as at the Start Of The Lease to the reasonable satisfaction of the Landlord, including the remediation of any contamination of the Land to the reasonable satisfaction of the Landlord;
- 18.1.3 remove all of the Tenant's Property from the Premises (except any buildings, fixtures, improvements or other items, the removal of which is to be dealt with under clause 18.1.2);
- 18.1.4 repair any damage caused by the Tenant complying with its obligations under this clause (including any necessary repainting of walls); and
- 18.1.5 deliver to the Landlord all keys and passes giving access to the Premises which are held by the Tenant or any of the Tenant's Agents, whether or not they were supplied by the Landlord.

## **18.2 Tenant's Property left on Premises**

- 18.2.1 If the Landlord does not require the Tenant to remove any buildings, fixtures or improvements under clause 18.1.2, such buildings, fixtures and improvements will become the property of the Landlord at the end of this lease.
- 18.2.2 Where the Landlord requires any items of Tenant's Property that are buildings, fixtures or improvements to remain in or on the Premises pursuant to clause 18.1.2, the parties agree that those items of Tenant's Property are deemed to be a Fixture for the purpose of the PPSA.
- 18.2.3 Any of the Tenant's Property which is required to be removed under clause 18.1 that is left on the Premises 14 days after the early determination or expiry of this lease may be dealt with or disposed of by the Landlord as the Landlord deems appropriate. Any costs the Landlord incurs in removing any of the Tenant's Property must be reimbursed by the Tenant to the Landlord on demand. The parties intend that this clause operates in relation to the Tenant's Property in place of any legislation that might otherwise apply to goods remaining on the Premises.
- 18.2.4 While and for so long as it is necessary for the Landlord to take action under clause 18.2.3, the Tenant must continue to pay the Rent, the Outgoings and insurance (under clause 4.2) and Services (under clause 4.3).

## **19 LANDLORD'S OBLIGATIONS**

Provided the Tenant complies with the terms of this lease, and subject to the terms of this lease, the Tenant may peacefully enjoy the Premises during the Term without interruption by the Landlord.

## 20 LANDLORD'S RIGHTS

### 20.1 Right to enter

The Landlord or any person authorised by the Landlord may enter the Premises at reasonable times:

- 20.1.1 to inspect, maintain, repair or alter the Premises, subject to reasonable notice; and
- 20.1.2 to carry out any building works required by the Landlord or any relevant authority, subject to 1 months' prior written notice being given to the Tenant.

If there is an emergency, the Landlord and any person authorised by the Landlord may enter the Premises at any time without notice.

## 21 DEFAULT BY TENANT

### 21.1 Default Event

A Default Event occurs if:

- 21.1.1 the Tenant does not pay any money as required under this lease whether or not demand has been made;
- 21.1.2 the Tenant does not comply with any other obligation under this lease;
- 21.1.3 a judgement or order for \$10,000.00 or more is enforced or becomes enforceable against the Tenant's interest in this lease or the Tenant's Property;
- 21.1.4 the Tenant is a corporate body other than a public company listed on Australian Stock Exchange Limited and:
  - (a) an order is made or resolution is passed to wind up the Tenant except for reconstruction or amalgamation;
  - (b) the Tenant goes into liquidation;
  - (c) the Tenant has a receiver (including a provisional receiver) or a receiver and manager of any of its assets, or an administrator appointed; or
  - (d) the Tenant proposes a re-organisation, moratorium or other administration involving all or any class of its creditors except for reconstruction or amalgamation;
- 21.1.5 the Tenant being an individual:
  - (a) becomes bankrupt; or
  - (b) takes, or tries to take advantage of, Part X of the *Bankruptcy Act 1966* (Cth); or
- 21.1.6 the Tenant enters into a scheme of arrangement or composition with, or assignment for the benefit of, any of the Tenant's creditors;

- 21.1.7 any Guarantor is a corporate body and any of the events referred to in clause 21.1.4 occurs in relation to that Guarantor; or
- 21.1.8 any Guarantor is an individual and any of the events referred to in clause 21.1.5 occurs in relation to that Guarantor.

## **21.2 Landlord's right to end lease**

If a Default Event occurs, the Landlord may:

- 21.2.1 end this lease by re-entering the Premises without notice or, if required by law, with notice; or
- 21.2.2 end this lease by notice to the Tenant.

## **21.3 Notice under Property Law Act**

For any breach of this lease to which section 146(1) of the *Property Law Act 1958* applies, 14 days after service of a notice under the section is fixed as the time within which:

- 21.3.1 the Tenant must remedy the breach if it is capable of remedy; and
- 21.3.2 make reasonable compensation in money to the Landlord's satisfaction for the breach.

## **21.4 Rights retained**

If this lease is ended by the Landlord, the Landlord retains the right to sue the Tenant for all unpaid moneys or for damages for breaches of the Tenant's obligations under this lease. For the purpose of assessing damages to the Landlord, the benefit of the Tenant's performance of this lease to the Landlord must be calculated on the basis that this lease continues in force until the Expiry Date.

# **22 ESSENTIAL TERMS**

## **22.1 Essential terms**

The following Tenant's obligations are essential terms of this lease:

- 22.1.1 the obligation to pay money; and
- 22.1.2 without limitation, the obligations under clause 4 (Payments), 6 (Goods and Services Tax), 9 (Use of Premises), 11 (Security), 12 (Licences), 13 (Tenant's obligations concerning insurance), 14 (Maintenance of Premises and Alterations), 15 (Assignment and subletting), 17 (Occupational Health and Safety), and the special conditions in Item 19 of the Schedule.

However, this clause does not prevent any other obligation under this lease being an essential term.

## **22.2 Breach is repudiation**

A breach by the Tenant of an essential term is taken to be a repudiation by the Tenant of all its obligations under this lease.

## **23 MITIGATION OF DAMAGES**

### **23.1 Landlord must mitigate damages**

If the Tenant vacates the Premises whether with or without the Landlord's consent, the Landlord must take reasonable steps to mitigate its loss and to endeavour to re-lease the Premises at a reasonable rent and on reasonable terms.

### **23.2 Assessment of damages**

The Landlord's entitlement to damages will be assessed on the basis that the Landlord has observed the obligation to mitigate damages. The Landlord's conduct taken in exercising this duty to mitigate damages will not of itself constitute acceptance of the Tenant's breach or repudiation or a surrender by operation of law.

## **24 DAMAGE TO PREMISES**

### **24.1 Rights of Landlord**

If the Premises are damaged so that they cannot be used for the Permitted Use, the Landlord may, on written notice to the Tenant to be served within 30 days from the date of the destruction or damage, choose to either end this lease or reinstate the Premises.

### **24.2 Where Landlord's notice not given**

If the Landlord does not serve any notice under clause 24.1 within the required time:

- 24.2.1 if the Premises are partly, but not substantially destroyed, then subject to clause 24.5 the Landlord must reinstate the Premises as soon as reasonably practicable; and
- 24.2.2 if the Premises are wholly or substantially destroyed, the Landlord is not obliged to reinstate the Premises, but (subject to clause 24.5) the Tenant may end this lease by written notice to the Landlord. However, if before the Tenant serves any such notice the Landlord gives the Tenant notice of its decision to reinstate the Premises, the Tenant will no longer have this right.

### **24.3 Delay in reinstatement**

If the Landlord is obliged to or chooses to reinstate the Premises, and the reinstatement does not start within 3 months or is not completed within 18 months of the date of the destruction or damage, then either the Landlord or the Tenant (subject

to clause 24.5) may end this lease by giving the other written notice at any time before the reinstatement is completed.

#### **24.4 Abatement of Rent**

Subject to clause 24.5, from the date of the destruction or damage until the Premises are again completely fit for the Permitted Use, a fair portion of the Rent as determined by the Landlord having regard to the nature and extent of the damage, will abate.

#### **24.5 Refusal of insurance claim due to Tenant's conduct**

If payment of an insurance claim in respect of any damage or destruction is refused because of an act or omission by the Tenant or any of the Tenant's Agents:

24.5.1 the Tenant is not entitled to any suspension of Rent under clause 24.4 or to end this lease under clause 24.2.2 or clause 24.3; and

24.5.2 the Landlord is not obliged to reinstate the Premises under clause 24.2.1.

#### **24.6 No compensation to Tenant**

The Landlord is not liable to pay the Tenant any compensation if any part of the Premises is destroyed or damaged or if this lease is ended under this clause.

### **25 PERSONAL PROPERTY SECURITIES ACT**

25.1 Expressions used in this clause that are defined in the PPSA have the meanings given to them in the PPSA.

25.2 The Landlord may, at any time, register a financing statement for any security interest arising out of or evidenced by this lease over any or all of:

25.2.1 the Landlord's Property (including property deemed to be Landlord's Property at the end of this Lease);

25.2.2 any cash security deposit provided under this lease; and

25.2.3 any Tenant's Property left on the Premises after the end of this lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement. The Tenant waives the right to receive notice under section 157(1) of the PPSA.

25.3 When this lease:

25.3.1 ends and the Tenant has vacated the Premises and performed all of its obligations under it; or

25.3.2 is transferred,

the Landlord must register a financing change statement with respect to any security interest for which the Landlord has registered a financing statement other than those to which clause 25.2.2 relates.

25.4 The Tenant must sign any documents and do anything necessary to enable the Landlord to register the statements referred to in clause 25.3 and to enforce its rights and perform its obligations under this clause and the PPSA. In particular, if the Tenant is a natural person, the Tenant must provide the Landlord with the Tenant's date of

birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the Landlord) to confirm the Tenant's date of birth. The Landlord must keep the Tenant's date of birth and any evidence provided to confirm it secure and confidential.

- 25.5 The Tenant must not register, or permit to be registered, a financing statement in favour of any person other than the Landlord, for any security deposit (if provided by the Tenant) or any of the Landlord's Property.
- 25.6 The Tenant must pay the Landlord's reasonable costs in respect of anything done or attempted by the Landlord in the exercise of its rights or performance of its obligations under this clause 25 or the PPSA.
- 25.7 In accordance with section 275(6)(a) of the PPSA, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 25.8 Subject to any requirement to the contrary in the PPSA, notices under this clause or the PPSA may be served in accordance with clause 43 of this lease.

## **26 RESUMPTION OF PREMISES**

If any part of the Premises is resumed by any authority and the Premises becomes unfit for the Permitted Use, then either the Landlord or the Tenant may end this lease by written notice to the other. The Landlord is not liable to pay the Tenant any compensation if any part of the Premises is resumed by any authority.

## **27 HOLDING OVER**

If the Tenant remains in possession of the Premises without objection by the Landlord after the end of the Term:

- 27.1 the Tenant, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy;
- 27.2 either party may end the tenancy by giving one month's written notice to the other at any time;
- 27.3 the monthly rent starts at an amount equal to the annual Rent which the Tenant was paying immediately before the Term ended divided by 12 unless a different rent has been agreed upon; and
- 27.4 the Landlord may increase the monthly rent at any time by giving the Tenant one month's written notice.

## **28 OPTION FOR FURTHER TERM**

### **28.1 Conditions for exercise of option**

The Landlord must renew this lease, for the further term or terms stated in item 15 of Schedule 1 if:

- 28.1.1 there is no unremedied breach of this lease by the Tenant of which the Landlord has given the Tenant written notice;
- 28.1.2 the Tenant has not persistently committed breaches of this lease of which the Landlord has given notice during the Term; and



- 28.1.3 the Tenant has requested the renewal in writing not more than 6 months nor less than 3 months before the end of the Term. The latest date for exercising the option is stated in item 16 of Schedule 1.

## **28.2 Conditions for renewed lease**

The renewed lease:

- 28.2.1 starts on the day after this lease ends;
- 28.2.2 has a starting rent as set out in item 11 of Schedule 1; and
- 28.2.3 must contain the same terms as this lease but with no option for renewal after the last option for a further term stated in item 15 of Schedule 1 has been exercised.

## **29 RELEASE AND INDEMNITY**

### **29.1 Tenant's risk**

The Tenant occupies and uses the Premises, Building and Land at the Tenant's own risk.

### **29.2 Release and indemnity**

The Tenant releases and indemnifies the Landlord and its employees, agents and contractors from all legal liability arising from the use or occupation of the Premises, Landlord's Property, Building and Land by the Tenant or any of the Tenant's Agents, including:

- 29.2.1 any claim made by any person for injury, loss or damage arising in any manner;
- 29.2.2 any loss or damage to any property belonging to the Tenant or other persons located on or outside the Premises caused by the Tenant or the Tenant's Agents; and
- 29.2.3 any loss, damage, injury or illness sustained or incurred by the Tenant or any of the Tenant's Agents.

### **29.3 Restrictions on release and indemnity**

The releases and indemnities in clause 29.2 do not apply to:

- 29.3.1 any legal liability of the Landlord that arises from any unlawful act or omission of or any misconduct by the Landlord or its employees, officers, agents or contractors; or
- 29.3.2 any breach of this lease by the Landlord.

### **29.4 No claim for compensation**

The Tenant and any other person claiming rights under this lease releases the Landlord from any claim for compensation for:

- 29.4.1 the failure of any equipment or machinery in the Premises; and

- 29.4.2 any damage or loss caused or arising out of the interruption of any services supplied to the Premises including but not limited to the supply of gas, electricity or water.

### **30 GUARANTEE AND INDEMNITY**

#### **30.1 Guarantor's obligations**

In consideration of the Landlord entering into this lease with the Tenant at the Guarantor's request, the Guarantor:

- 30.1.1 guarantees that the Tenant will perform all its obligations under this lease, any renewed lease, and during any period of holding over;
- 30.1.2 must pay the Landlord on demand any money owing to the Landlord by the Tenant; and
- 30.1.3 indemnifies the Landlord against all loss resulting from the Landlord having entered into this lease, whether from the Tenant's breach of any provision of this lease, or from this lease being or becoming unenforceable against the Tenant.

#### **30.2 Liability not affected**

The Guarantor's liability is not affected by:

- 30.2.1 the Landlord granting the Tenant or any Guarantor any time or other indulgence;
- 30.2.2 the Landlord agreeing not to sue the Tenant or any Guarantor;
- 30.2.3 any assignment (whether by the Landlord or the Tenant), sub-lease or variation of this lease;
- 30.2.4 any provision of this lease being or being found to be unenforceable;
- 30.2.5 the renewal of this lease; or
- 30.2.6 this lease not being signed, or not being signed correctly, by any one Guarantor.

#### **30.3 Covenants**

The Guarantor agrees:

- 30.3.1 not to seek to recover any money from the Tenant by way of reimbursement for payments made by the Guarantor to the Landlord until the Landlord has been paid in full;
- 30.3.2 not to prove, claim or exercise voting rights if a liquidator, provisional liquidator, administrator or trustee in bankruptcy is appointed in respect of the Tenant for any amount which the Landlord has demanded from the Guarantor until the Landlord has been paid in full; and
- 30.3.3 to pay the Landlord any money which the Landlord is required to refund to the Tenant's liquidator or trustee in bankruptcy as preferential payments received from the Tenant.

**30.4 Reinstatement of guarantee**

If any payment or other transaction in connection with this lease or this clause 30 is void, voidable, unenforceable or defective or claimed to be so and that claim is upheld, then:

- 30.4.1 the liability of the Guarantor is to be what it would have been if the payment or other transaction had not been made; and
- 30.4.2 immediately the Landlord requests it, the Guarantor must do everything necessary to put the Landlord back into the position it would have been in if the payment or other transaction had not been made.

**31 LANDLORD'S EXERCISE OF RIGHTS****31.1 Landlord has discretion**

The Landlord may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy.

**31.2 Partial exercise**

A single or partial exercise of a right, power or remedy by the Landlord does not prevent a further exercise of that right or an exercise of any other right, power or remedy.

**31.3 Right not prejudiced by delay etc**

Failure by the Landlord to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

**32 DISPUTES****32.1 Application**

- 32.1.1 Unless the Act applies to this lease, this clause 32 applies to all disputes under this lease except disputes:
  - (a) about unpaid rent and interest charged on it;
  - (b) about review of rent; or
  - (c) to be resolved in another way prescribed by any other provision of this lease.
- 32.1.2 If the Act applies to this lease, all disputes under this lease are to be determined according to the requirements of the Act.

**32.2 Dispute**

If a dispute arises out of or relates to this lease (including any dispute as to breach or termination of this lease), a party may not commence any court proceedings relating to the dispute unless it has complied with this clause, except where the party seeks urgent interlocutory relief.

### **32.3 Mediation procedure**

If a dispute or disagreement arises in relation to any matter under this lease, the parties must endeavour to resolve the matter in accordance with the following mediation procedure:

- 32.3.1 a party may start mediation by serving notice on the other party;
- 32.3.2 the notice must state that a dispute has arisen and identify what the dispute is;
- 32.3.3 the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within 5 Business Days of service of the mediation notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator;
- 32.3.4 once the mediator has accepted the appointment, the parties must comply with the mediator's instructions; and
- 32.3.5 if the dispute is not resolved within 28 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

A party is not bound to follow the procedures set out in this clause 32 where to do so means that a limitation period for a cause of action relevant to the issues in dispute will expire.

### **32.4 Charges**

The mediator may fix the charges for the mediation which must be paid equally by the parties.

### **32.5 Settlement of dispute**

If the dispute is settled, all parties must sign the terms of agreement and those terms are binding on the parties.

### **32.6 Confidential**

The mediation is confidential and:

- 32.6.1 statements made by the mediator or the parties; and
  - 32.6.2 discussions between the participants to the mediation,
- before, after or during the mediation, cannot be used in any legal proceedings.

### **32.7 Mediator to be released**

It must be a term of the engagement of the mediator that the parties release the mediator from any claim of any nature relating to this lease.

### **32.8 Rules of natural justice do not apply**

The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.

### **32.9 Legal representation**

Each party may be represented at the mediation by a legal practitioner or legal practitioners of its choice.

## **33 APPROVALS AND CONSENTS**

33.1 Unless this lease provides otherwise, any consent or approval to be given by the Landlord may be given by the Landlord conditionally or unconditionally or withheld at the Landlord's absolute discretion. If conditions are imposed by the Landlord, the Tenant must comply with each condition imposed by the Landlord as if it were a provision of this lease.

33.2 Where under this lease the consent of the Landlord is required to be given, the consent can only be given by the Landlord acting in its capacity as a council under the *Local Government Act 1989* or *Local Government Act 2020* and the Tenant acknowledges that the consent is not given or deemed to be given by the Landlord acting as the responsible planning authority under the *Planning and Environment Act 1987* or by the issue of any building permit by the municipal building surveyor.

## **34 WAIVER AND VARIATION**

A provision of or a right created under this lease may not be waived or varied except in writing signed by the party to be bound.

## **35 REMEDIES CUMULATIVE**

The rights, powers and remedies provided in this lease are in addition to the rights, powers or remedies provided by law independently of this lease.

## **36 INDEMNITIES**

Each indemnity in this lease is a continuing obligation, independent from the other obligations of the Tenant and survives the end of this lease.

## **37 EXCLUSION OF STATUTORY PROVISIONS**

The covenants, powers and provisions implied in leases by section 67 of the *Transfer of Land Act 1958*, and section 144 of the *Property Law Act 1958*, do not apply to this lease.

## **38 PAYMENTS**

### **38.1 No set-off**

The Tenant must make payments under this lease punctually without set-off, counterclaim or deduction.

### **38.2 No demand required**

Unless this lease provides otherwise, the Landlord need not demand any amount payable by the Tenant under this lease.

## **39 FURTHER ASSURANCES**

If the Landlord requests, the Tenant must:

39.1 execute, and cause its successors to execute, documents and do everything else necessary or appropriate to bind the Tenant and its successors under this lease; and

- 39.2 use its best endeavours to cause relevant third parties to do likewise to bind every person intended to be bound under this lease.

#### **40 PRIOR BREACHES AND OBLIGATIONS**

The ending of this lease does not affect:

- 40.1 the Landlord's rights in respect of a breach of this lease by the Tenant before the end of this lease; or
- 40.2 the Tenant's obligation to make any payment under this lease before the expiry or termination.

#### **41 GOVERNING LAW**

This lease is governed by the laws of Victoria.

#### **42 WAIVER AND VARIATION**

##### **42.1 Writing required**

A provision of or a right created under this lease may not be waived or varied except in writing signed by the party to be bound.

##### **42.2 Limit of waiver**

If the Landlord waives a provision of or a right created under or implied in this lease, that waiver does not extend to:

- 42.2.1 a breach by the Tenant of the same or any other provision; or
- 42.2.2 the future exercise by the Landlord of that right.

##### **42.3 No deemed waiver**

The acceptance of a payment under this lease will not be taken to constitute a waiver of any provision of or a right created under or implied in this lease, except the right to demand the payment of that amount of money.

#### **43 NOTICES**

##### **43.1 Giving notice**

Subject to clause 43.4, any notice (which includes, without limitation, a demand, request, consent, approval and any other communication made, required or authorised under this lease) given under this lease must be:

- 43.1.1 in writing and signed by or on behalf of the party giving it;
- 43.1.2 directed to the recipient's address or email address specified in item 17 of Schedule 1, as varied by any notice; and
- 43.1.3 hand delivered or sent by prepaid post to that address, or sent by email to that email address.

##### **43.2 Receipt of notice**

A notice given in accordance with clause 43.1 is taken to be received by the recipient:



- 43.2.1 if hand delivered, on delivery;
- 43.2.2 if sent by prepaid post, 2 Business Days after the date of posting; or
- 43.2.3 if sent by email, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*.

In all cases, a notice received after 5.00pm in the place of receipt or on a day that is not a Business Day is taken to be received by the recipient at 9.00am on the next Business Day.

### **43.3 Signing of notice**

A notice given under this lease is sufficiently signed if:

- 43.3.1 in the case of a body corporate, it is signed by an Authorised Officer, director, secretary or other officer of, or a legal practitioner acting for, the body corporate; or
- 43.3.2 in the case of an individual, it is signed by the individual.

### **43.4 Other modes of service permitted**

The provisions of this clause are in addition to any other mode of service permitted by law.

## **44 SEVERANCE**

### **44.1 Preferred construction**

The parties agree that a construction of this lease that results in all provisions being enforceable is to be preferred to any other construction.

### **44.2 Severance**

If, despite the application of clause 44.1, a provision of this lease is illegal or unenforceable:

- 44.2.1 if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are omitted; and
  - 44.2.2 in any other case, the whole provision is omitted,
- and the remainder of this lease continues in force.

## **45 ACTS OF TENANT'S AGENTS**

If this lease:

- 45.1 prohibits the Tenant from doing a thing, the Tenant must ensure that the Tenant's Agents do not do that thing, and not allow or cause any person to do that thing; or
- 45.2 requires the Tenant to do a thing, the Tenant must ensure that the Tenant's Agents do that thing.

## **46 ENTIRE AGREEMENT**

The Tenant acknowledges that:

- 46.1 no information, representation or warranty by or on behalf of the Landlord was supplied or made concerning this lease with the intention or knowledge that it would be relied upon by the Tenant;
- 46.2 no information, representation or warranty has been relied upon; and
- 46.3 this lease constitutes the entire agreement between the parties concerning the Premises and supersedes all previous negotiations and agreements.

## **47 INTERPRETATION**

In this lease, unless the contrary intention appears:

- 47.1 if there is an inconsistency between a special condition in item 19 of Schedule 1 and another provision of this lease, the special condition prevails;
- 47.2 the singular includes the plural and vice versa;
- 47.3 a reference to a document or instrument, including this lease, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 47.4 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 47.5 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 47.6 words importing one gender include other genders;
- 47.7 other grammatical forms of defined words or expressions have corresponding meanings;
- 47.8 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
  - 47.8.1 two or more parties; or
  - 47.8.2 a party comprised of two or more persons,
 is made or given and binds those parties or persons jointly and severally;
- 47.9 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 47.10 a recital, schedule, annexure or description of the parties forms part of this lease;
- 47.11 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 47.12 if an act required to be done under this lease on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 47.13 all monetary amounts are in Australian dollars;
- 47.14 a party that is a trustee is bound both personally and in its capacity as trustee;

- 47.15 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist, been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity; and
- 47.16 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this lease.

**SCHEDULE 1****Item**

- |           |  |   |
|-----------|--|---|
| <b>1</b>  | <b>Tenant:</b><br>(Clause 1.32)                        | <i>Emmett Motors Rupanyup</i><br><br><i>6 Cromie st Rupanyup 3388 Victoria</i>  |
| <b>2</b>  | <b>Guarantor</b><br>(Clause 30)                        | <i>[[[ Insert name of individual guarantor/s. If guarantor is a corporate entity, insert name of entity and any applicable ACN] of [[[ Insert address of guarantor/s]</i> |
| <b>3</b>  | <b>Commencement Date:</b><br>(Clause 1.3)              | <i>. . . . .</i>  |
| <b>4</b>  | <b>Expiry Date:</b><br>(Clause 1.11)                   | <i>. . . . .</i>  |
| <b>5</b>  | <b>Term:</b><br>(Clause 1.36)                          | <i>3 months</i>   |
| <b>6</b>  | <b>Permitted Use:</b><br>(Clause 1.19)                 | <i>Storage of equipment</i>   |
| <b>7</b>  | <b>Premises:</b><br>(Clause 1.21)                      | <br><i>18 Cromie st Rupanyup 3388 Victoria.</i>   |
| <b>8</b>  | <b>Land:</b><br><br>(Clause 1.16)                      | <br>The land described in Certificate of Title Volume 1192 Folio 244 , and known as <i>18 Cromie st Rupanyup 3388 Victoria</i>  |
| <b>9</b>  | <b>Rent:</b><br>(Clause 1.24)                          | <i>\$184 per month</i>  |
| <b>10</b> | <b>Frequency of Payment of Rent:</b><br>(Clause 4.1.2) | <br>■ The Rent is payable in advance on or before the Commencement Date and thereafter on each anniversary of the Commencement Date.                                      |

**Item**

<b>11</b>	<b>Rent Review:</b> (Clauses 1.25 and 5 and clause 28.2.2)	<b>Rent Review Date</b> *On each anniversary of the Commencement Date	<b>Method of Review</b> *## Not applicable / 5% increase / CPI adjustment
<b>12</b>	<b>Security Deposit</b> (Clause 9)	An amount equivalent to..... months' rent plus GST as payable from time to time under this lease	
<b>13</b>	<b>Tenant's Proportion of Outgoings:</b> (Clause 1.35)	13.1	In relation to Outgoings relating to the Premises only and capable of separate assessment: 100%
		13.2	In relation to all other Outgoings not referred to in 13.1 the proportion that the Lettable Area of the Premises bears to the Lettable Area of the Land or the building upon which the Outgoings are assessed.
<b>14</b>	<b>Amount of public liability insurance:</b> (Clause 13.1.1)	\$20 million or such other greater amount reasonably required by the Landlord from time to time.	
<b>15</b>	<b>Options:</b> (Clause 28.1)	2___ option(s) for a further term of ___3 months	
<b>16</b>	<b>Last date for exercise of Option:</b> (Clause 28.1.3)	3 months prior to the Expiry Date, being .....	
<b>17</b>	<b>Addresses of parties:</b> (Clause 43.1)	<b>Landlord's address:</b>  34 Lyle Street, Warracknabeal VIC 3393  <b>Email address for Landlord:</b>  <a href="mailto:info@yarriambiack.vic.gov.au">info@yarriambiack.vic.gov.au</a>	

**Item****Tenant's address:**

*6 Cromie st Rupanyup 3388 Victoria*

**Email address for Tenant:**

.....

**Guarantor's address:**

.....[## insert]

**Email address for Guarantor:**

.....[## insert]

**18 Condition Report (Clause 14.1.2)**

**[\*]** The Landlord will prepare, and the parties will sign, a condition report which details and confirms the condition of the Premises as at the Commencement Date.

**19 Special conditions:**  
(Clauses 2.1.3 and 47.1)

**1 [i] Retail Leases Act 2003**

The Landlord and Tenant acknowledge and agree that:

- (a) the Act applies to this lease as at the Commencement Date;
- (b) the Landlord has delivered to the Tenant a copy of this lease, the Disclosure Statement and Information Brochure as and in the form required by the Act; and
- (c) the Tenant warrants that it has made enquiries and is satisfied by the matters disclosed in the Disclosure Statement.

**2 [i] Repairs and Maintenance**

- (a) Despite clause 14.6.1, the Tenant is not required to obtain the Landlord's consent



**Item**

to make any cosmetic or non-structural alterations to the Premises.

**3 [i] Hours of Use**

- (a) The Premises must only be used during the following hours, unless prior consent is obtained from the Landlord:

(i) .....  
 .....

subject to the requirements of all applicable laws, permits and licences.

**4 [i] Gross Rent**

- (a) The Rent in Item 9 of Schedule 1 is inclusive of all Outgoings and insurance payable under clause 4.2.
- (b) The Rent in Item 9 of Schedule 1 is inclusive of all costs payable for services under clause 4.3.

**SCHEDULE 2**

**PLAN**

**SCHEDULE 3**  
**TENANT'S PROPERTY**

*[#To be listed if appropriate]*

**SCHEDULE 4**  
**LANDLORD'S PROPERTY**

**EXECUTED AS A DEED****Landlord:**

THE COMMON SEAL of )  
 YARRIAMBIAK SHIRE COUNCIL was )  
 hereunto affixed on the ..... day of )  
 ..... 2017 )  
 in the presence of: )

..... Chief Executive Officer

..... Full name

..... Authorised Officer

..... Full name

**Tenant:**

**[\*delete whichever execution clause/s is not applicable below]**

**[\*]**

EXECUTED by [##] ACN [##] in accordance )  
 with section 127(1) of the *Corporations Act* )  
 2001 (Cth) by being signed by authorised )  
 persons: )  
 )

.....  
 Director

.....  
 \*Director/company secretary

\*Delete whichever is inapplicable

.....  
 Full Name

.....  
 Full Name

.....  
 Usual Address


.....  
 Usual Address

**[\*]**

THE COMMON SEAL of [##] (Registration )  
 number [##] was affixed in accordance with )  
 its rules in the presence of: )

\_\_\_\_\_  
 Committee member

\_\_\_\_\_  
 Committee member

 SIGNED by [##] in the presence of: )  
 )  
 ) \_\_\_\_\_

\_\_\_\_\_  
 Witness



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## **16 OTHER BUSINESS**

### **16.1 Questions from Councillors**

## **17 CLOSED SESSION – Reports for Decision**

### **17.1 C292-2021 Communications Consultant**

### **17.2 C284-2021 Hotmix – Asphalt Works**

### **17.3 C282-2021 Beulah Modular Changeroom**

### **17.4 ICT Business Transformation Strategy**

## **18 Next Meeting**

22 September 2021

## **CLOSE**

\_\_\_\_\_ **Mayor**