



MINUTES

Ordinary Meeting of Council

9:30am Wednesday 28 July 2021

VENUE:

Council Chambers

Yarriambiack Shire Council

34 Lyle Street, Warracknabeal Vic 3393

Next Meeting

Wednesday 25 August 2021

Copies of the Yarriambiack Shire Council's Agendas and Minutes
can be obtained online at 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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 - 15.1 Permits issued by Community Development and Wellbeing Department June 2021
 - 15.2 Disposal of Assets – Library Books, Audio Books, Magazines and DVD's Prepared by Gavin Blinman, Director Community Development and Wellbeing

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- 15.3 Lease of Council building, 75 Lascelles Street, Hopetoun by Gateway BEET Inc

16 OTHER BUSINESS

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- 17.2 C290-2021 Information, Communication and Technology Managed Services Provider Contract
- 17.3 C277-2021 Supply of Meals on Wheels and Centre Based Meals

18 Next Meeting

Recording

Consistent with section 2.44.3 of our Governance Rules, consent given by the Chair to the recording of any Council Meeting must be obtained prior to the commencement of the Council Meeting.

Live Streaming

Council meetings will now be live streamed to allow those interested in viewing proceedings greater access to Council decisions and debate without attending the meeting in person.

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1 WELCOME

2 ACKNOWLEDGEMENT AND PRAYER

Cr G Massey opened 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

CHAIRPERSON:

Councillor Graeme Massey

Warracknabeal Ward

COUNCILLORS:

Councillor Karly Kirk

Warracknabeal Ward

Councillor Kylie Zanker

Warracknabeal Ward

Councillor Tom Hamilton

Dunmunkle Ward

Councillor Corinne Heintze

Dunmunkle Ward

Councillor Andrew McLean

Hopetoun Ward

Councillor Chris Lehmann

Hopetoun Ward

OFFICERS:

Tammy Smith

Acting Chief Executive Officer

Anita McFarlane

Acting Director Business, Strategy & Performance

Gavin Blinman

Director Community Development & Wellbeing

Michael Evans

Director Asset & Operations

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 23 June 2021

Minutes of the ordinary Council Meeting held on Wednesday 23 June 2021 be taken as an accurate record and confirmed.

Recommendation:

That the minutes of the Ordinary Meeting of Council held on Wednesday 23 June 2021, as circulated be taken as read and confirmed.

Moved Cr K Zanker Seconded Cr T Hamilton

That the recommendation be adopted

Carried

5.2 Minutes of the Closed Council Meeting of 23 June 2021

Minutes of the Closed Council Meeting held on Wednesday 23 June 2021 be taken as an accurate record and confirmed

Recommendation:

That the minutes of the Closed Council Meeting of Council held on Wednesday 23 June 2021, as circulated, be taken as read and confirmed.

Moved Cr C Heintze Seconded Cr T Hamilton

That the recommendation be adopted

Carried

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

Council Meeting	Recommendation Action	Action Taken
23 June 2021	Send letters of congratulations to Shirley Smith and Claire White for receiving OAM awards	Letters sent 24 June 2021
23 June 2021	Send letters to Regional Roads, Local Members of State and Federal Government for money received for regional roads	Letters sent 01 July 2021

8 PETITIONS

Nil

9 CORRESPONDENCE

Nil

10 SPECIAL COMMITTEES

10.1 Audit and Risk Committee

[Attachment: Draft Audit and Risk Committee Minutes](#)

RECOMMENDATION:

That Council note the draft minutes from the Audit and Risk Committee Meeting held 19 July 2021.

Resolution

Moved Cr K Zanker Seconded Cr K Kirk

That the recommendation be adopted

Carried

33-21

23 June 2021

Shirley Smith
54 Foundry Street
Minyip Vic 3392

Dear Shirley,

Re: Order of Australia Medal, OAM

Congratulations on being awarded the Medal of the Order of Australia (OAM).

We are pleased to see your service to the Yarriambiack Communities of Minyip and district has been recognised in the Queen's Birthday Honours List.

You are an outstanding community member and contributor.

As an avid historian who as a founding member of the Minyip and District Historical Society you have been involved in collating historical records for many years, especially more recently for the town's 150 years since settlement. Your dedication has seen the reforming of the Wimmera branch of the Royal Victorian Association of Honorary Justices.

Again, Council congratulates you on your achievements and receiving the award. We wish you all the best in your future endeavours.

Warm Regards,



Councillor Graeme Massey
Mayor



Jessie Holmes
Chief Executive Officer

34-21

23 June 2021

Claire White
1871A Hopetoun Yaapect Road
Hopetoun Vic 3396

Dear Claire,

Re: Order of Australia Medal, OAM

Congratulations on being awarded the Medal of the Order of Australia (OAM).

We are pleased to see your service to the Yarriambiack Shire communities of Yaapect and Hopetoun has been recognised in the Queen's Birthday Honours List.

You are an outstanding community member and contributor.

As an avid historian you were responsible for researching 90 years of Yaapect Primary School for the Education Department and the Back to Yaapect booklet (100 years of Yaapect parish)

We also acknowledge your involvement in the district infant welfare centre and Yaapect football and netball clubs along with your continued support of the Turkey Bottom Lake and the Chop Shed.

Again, Council congratulates you on your achievements and receiving the award. We wish you all the best in your future endeavours.

Warm Regards,



Councillor Graeme Massey
Mayor



Jessie Holmes
Chief Executive Officer



30th June 2021

The Hon. Ben Carroll MP
Minister for Public Transport
Minister for Roads and Road Safety
Via email: ben.carroll@parliament.vic.gov.au

Dear Minister Carroll MP,

RE: Road works undertaken across the Yarriambiack Shire Council

At the Ordinary Council Meeting held on the 23rd June, 2021, a unanimous motion was passed to write to Regional Roads Victoria and thank you for the significant amount of roadworks undertaken across the Yarriambiack Shire Council regional road network recently.

A large amount of rehabilitation, shoulder maintenance and shoulder upgrades have been undertaken across key freight routes on our C Class network.

We understand that it is always difficult to balance the expenditure of funds across large rural road network that you have responsibility for but appreciate that these works have been undertaken to allow our communities to access freight markets, connect communities and ensure the safe travel of the domestic tourist who are visiting the Silo Art Trail in large numbers.

We meet with representatives from Regional Roads Victoria on a quarterly basis to discuss key priorities from our community consultation and ensure complementary works are undertaken on our road networks and we appreciate the ongoing open relationship this regular contact affords.

We also extend an invite to yourself as the Minister to visit in person or online at anytime with Council to discuss the ongoing challenges and opportunities of the rural road network.

If you require any additional information please do not hesitate to contact me on 0407 326 228 or jholmes@yarriambiack.vic.gov.au

Warm Regards,

Jessie Holmes
Chief Executive Officer



30th June 2021

Paul Northery
Chief Regional Roads Officer,
Regional Roads Victoria
paul.northey@roads.vic.gov.au

Dear Paul,

RE: Road works undertaken across the Yarriambiack Shire Council

At the Ordinary Council Meeting held on the 23rd June, 2021, a unanimous motion was passed to write to Regional Roads Victoria and thank you for the significant amount of roadworks undertaken across the Yarriambiack Shire Council regional road network recently.

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We meet with representatives from Regional Roads Victoria on a quarterly basis to discuss key priorities from our community consultation and ensure complementary works are undertaken on our road networks and we appreciate the ongoing open relationship this regular contact affords.

If you require any additional information please do not hesitate to contact me on 0407 326 228 or jholmes@yarriambiack.vic.gov.au

Warm Regards,

Jessie Holmes
Chief Executive Officer

1) WELCOME – Welcome by Martin Moynihan (Acting Chair)

2) PRESENT - Diane Connolly, Martin Moynihan (Acting Chair), Graeme Massey, Kylie Zanker, Simon Coutts, Tammy Smith, Jessie Holmes, Anita McFarlane, Daniel Brandon, Kathie Teasdale (Internal Auditor), Martin Thompson (External Auditor).

Martin Thompson left the meeting at 6.42pm after providing the External Audit Report update.

3) APOLOGIES
James Gregson (Chair)

4) CONFLICT OF INTEREST
NIL

5) WORK PLAN

Noted the Annual Work Plan for 2021-2022 attached in the agenda.

The Workplan is to include the budget review by the Audit and Risk Committee. It was noted the budget would not be ready by the planned April meeting in 2022, due to the timing of when Council receives valuations. It was agreed that the budget document would be circulated to the Audit and Risk Committee out of session after the Council has approved the document for community consultation. This will provide the Committee time to review and provide feedback to the Councillors.

Motion: That the Budget be included in the Annual Workplan for review in May of each year after the document is approved by Council for community consultation. The document will be circulated to the Audit and Risk Committee to seek feedback during the community consultation period and the feedback will be presented to the Councillors prior to the final document being adopted.

Moved: Simon Coutts **Seconded:** Diane Connolly **Motion Carried**

5.1 July Work Plan Tasks

- a) Finance Report (Section 11)
- b) RSD Audit Program (Section 9)
- c) Risk Profile Review (Section 12)
- d) Control Environment Consistent with Governance Principles (Section 9 & 10)
- e) Insurance Program (attachment – late report)
- f) Fraud Prevention and Corruption Instances and Integrity Body (Section 17 & 19)
- g) VAGO Reports (Section 19)
- h) Policies and Procedure Review (Section 14)

6) MINUTES OF PREVIOUS MEETING

Draft minutes Audit and Risk Committee 03 May 2021 attached in the agenda

Motion: That the Minutes of the previous meeting as noted in the agenda held on the 03 May 2021 be accepted.

Moved: Diane Connolly **Seconded:** Kylie Zanker **Motion Carried**

7) BUSINESS ARISING FROM THE PREVIOUS MEETING

7.1 COVID 19 Update

Jessie Holmes provided a COVID 19 Update.

- a) Council is back in lockdown.
- b) Updating local business.
- c) Regular pandemic subcommittee meetings.
- d) There have been no staff issues or business impacts with people working from home.
- e) The Business Continuity Plan is still active, have recently reviewed the plan.
- f) Regular updates via social media for the community.

8) STRATEGIC INTERNAL AUDIT PLAN REVIEW

The table outlining the proposed timing of future internal audit projects was provided in the agenda. Discussed the possibility of changing the timing of the Procurement Audit.

9) INTERNAL AUDIT

Audit Outcome: Human Resource and Payroll – outcome report attached in the agenda.

Kathie reported that it was a positive audit and the actions noted in the report were all completed.

Audit Scope: GST and FBT Accounting – Draft Project Scope GST and FBT Accounting Report attached in agenda.

9.1 Audit and Risk Committee Self-Assessment

Self-assessment results attached in the agenda.

10) EXTERNAL AUDIT (Item 10 was presented prior to item 8 in the agenda)

Martin provided a brief update on the interim audit findings. No findings to report at this stage.

It was noted that:

- a) It is anticipated that prior year outstanding audit actions are to be closed out at the end of this financial year's audit.
- b) Final audit visit expected early August.

11) FINANCIAL PERFORMANCE

A report was not provided as the end of financial year process has now commenced. The end of financial year report will be provided as part of the Annual Financial Statements and Performance Report.

12) RISK AND OHS REPORTING

The Proposed Strategic Risks, CCTV Quarterly Report, OHS Report and Draft Risk Management Manual. were provided as attachments in the agenda and discussed.

The Committee reviewed the Risk Management Strategy, Policy and Framework that has been incorporated into one document (Draft Risk Management Manual). The Committee provided feedback on the manual. It is to be updated and recirculated to the Audit and Risk Committee for final review, prior to being presented to Council at the August meeting.

The Audit and Risk Committee accepted the Strategic Risks as outlined in the report.

Motion:

That the Audit and Risk Committee:

- a) Review the Strategic Risks and Control Measures Report.
- b) Review the Occupational Health and Safety Report.
- c) Review the CCTV Quarterly Report; and
- d) Accept all reports as presented

Moved: Martin Moynihan

Second: Simon Coutts

Motion Carried

13) AUDIT RECOMMENDATION ACTIONS

The latest Audit Tasks Report was attached to the agenda for discussion with twenty-three audit actions highlighted to be closed.

A presentation was distributed to the Audit and Risk Committee prior to the meeting which contained supporting evidence the actions were completed.

Motion:

That the Audit and Risk Committee:

- a) Note the updated Audit Recommendation Actions Report dated 30 June 2021.
- b) Approve the closure of the twenty-three Audit Actions highlighted in the report as attached in the agenda.

Moved: Diane Connolly

Seconded: Martin Moynihan

Motion Carried

14) SUMMARY OF POLICIES REVIEWED AND ADOPTED BY COUNCIL SINCE LAST MEETING

A copy of the policies overdue and due soon was presented. Jessie provided an update that a number of the policies relating to operations will either be rescinded or amalgamated into an applicable manual.

A copy of all policies adopted or to be presented to Council was presented to the Audit and Risk Committee. A number of policies related back to outstanding audit actions and were provided as evidence that the actions were now complete.

Martin Moynihan noted he provided Kathie with points of further review in relation to the Budget. Kathie would discuss with management team.

Motion:

That the Audit and Risk Committee accept the policies overdue and due soon report.

Moved: Diane Connolly

Seconded: Martin Moynihan

Motion Carried

15) LOCAL GOVERNMENT ACT 2020 IMPLEMENTATION AND TIMELINES

A schedule was included on the Local Government Act 2020 implementation and Council's progress. Council has met all key milestones to date.

16) INFORMATION, COMMUNICATION AND TECHNOLOGY UPDATE

The information communication technology report was provided in the agenda.

An update on the progress was provided to the Committee by Tammy.

17) FRAUD PREVENTION SYSTEMS AND CONTROLS

A report was provided to the Committee that noted the following:

- a) There were no instances of fraud or corruption to be reported to the Audit and Risk Committee.
- b) There have been no reports of such matters to the appropriate integrity bodies.

18) COMPLIANCE MATTERS

18.1 Training

VLGA link provided in the agenda.

18.2 Podcasts

VLGA Connect link provided in the agenda.

19) REPORTS FROM INTEGRITY BODIES

Links to reports provided to the Audit and Risk Committee in the Agenda.

20) GENERAL BUSINESS

NIL

21) NEXT MEETING

TBC – Require a meeting in September for Annual Financial Statements

22) MEETING CLOSED

The meeting closed at 8.09pm

DRAFT

11 ACTIVITY REPORTS

11.1 Mayor's Report

Prepared by Graeme Massey

29 June	Met with David Clarke (MAV President) at Warracknabeal
13 July	Attended WAG Meeting at Warracknabeal
14 July	Attended Council Forum
19 July	Attended Audit and Risk Committee Meeting via TEAMS
22 July	Attended Liveability Forum via Zoom

11.2 Councillor's Reports

Cr A McLean

- 14 July Attended Council Forum
- Attended Community Meeting at Beulah

Cr T Hamilton

- 13 June Attended Council Forum
- 20 June Attended Murtoa Progress Meeting
- 6 July Attended Council Plan Consultation in Murtoa
- 7 July Attended Council Plan Consultation in Rupanyup
- 8 July Attended Stick Shed Meeting in Murtoa
- 12 July Attended Rupanyup Progress Meeting in Rupanyup
- 14 July Attended Council Forum
- Chaired the AGM of Marma Lake Meeting

Cr K Zanker

- 23 June Attended Yarriambiack Youth Action Council Meeting
- 5 July Attended Creative Circuit Art 'Pop in' with Yarriambiack Youth
- 8 July Attended Minyip Community Consultation follow up feedback visit
- 9 July Attended Warracknabeal Community Consultation follow up feedback visit
- 11 July Attended the NADOC week smoking ceremony at Lions Park Warracknabeal
- 14 July Attended Council Forum
- 19 July Attended Audit Committee Meeting via ZOOM
- 20 July Attended the Wimmera Mallee Tourism Meeting via ZOOM
- 22 July Attended the Wimmera Development Association Liveability Forum via ZOOM

Cr C Lehmann

- 26 June Attended Progress Meeting in Beulah
- 28 June Attended Progress Meeting in Hopetoun
- 7 July Attended Giants Cricket AGM in Hopetoun
- 14 July Attended Council Forum

Cr C Heintze

- 24 & 25 June Attended Grampians Central West Waste Resource Recovery Group Planning Conference in Hepburn
- 6 July Attended Council Plan Consultation in Murtoa
- 7 July Attended Council Plan Consultation in Rupanyup
 Attended Minyip Progress Meeting
- 8 July Attended Council Plan Consultation in Minyip
- 12 July Attended Rupanyup Progress Meeting via ZOOM
- 14 July Attended Council Forum
 Attended Murtoa Progress Meeting via ZOOM

Cr K Kirk

- 13 July Attended Wimmera Development Association Meeting
- 14 July Attended Council Forum

11.3 Chief Executive Officer Report**Prepared by Jessie Holmes**

25 June	WDA Governance review workshop
29 June	Mayor and CEO met with MAV President David Clark
30 June	Covid Business support roundtable
1 July	For Want of A Worker PCG Meeting
6 July	Met with Rupanyup representatives in relation to Housing Met with WIM Resources about the Dooen mine project Met with Grampians Tourism CEO Attended the Wimmera VFF Meeting in Warracknabeal
7 July	Regional Partnership discussions to Health Merger Met with Rupanyup representatives in relation to Family Day Care Met with DET about Murtoa P-12 Early Years proposal
8 July	Met with federal NHFIC (Housing) about Wimmera proposal Met with Beulah representatives about Supermarket proposal Met with Lascelles business to discuss funding for expansion
9 July	Met with Dr Webster in relation to childcare funding Met with Oscars Building about housing proposal
15 July	For Want of A Worker PCG Meeting
16 July	CEO meeting to discuss Industry Department
19 July	Audit and Risk Committee meeting
21 July	Kerbside reform meeting with DELWP
22 July	MAV CEO Meeting to discuss Planning reforms
23 July	MAV CEO Meeting to discuss Kerbside reforms

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

13.1 Revenue Report July 2021**Prepared by Chantelle Pitt, Revenue Coordinator****RECOMMENDATION**

That the Revenue Report as of July 2021 be received.

Moved Cr T Hamilton Seconded Cr C Heintze

That the recommendation be adopted

Carried

[Attachment: Revenue Report July 2021](#)

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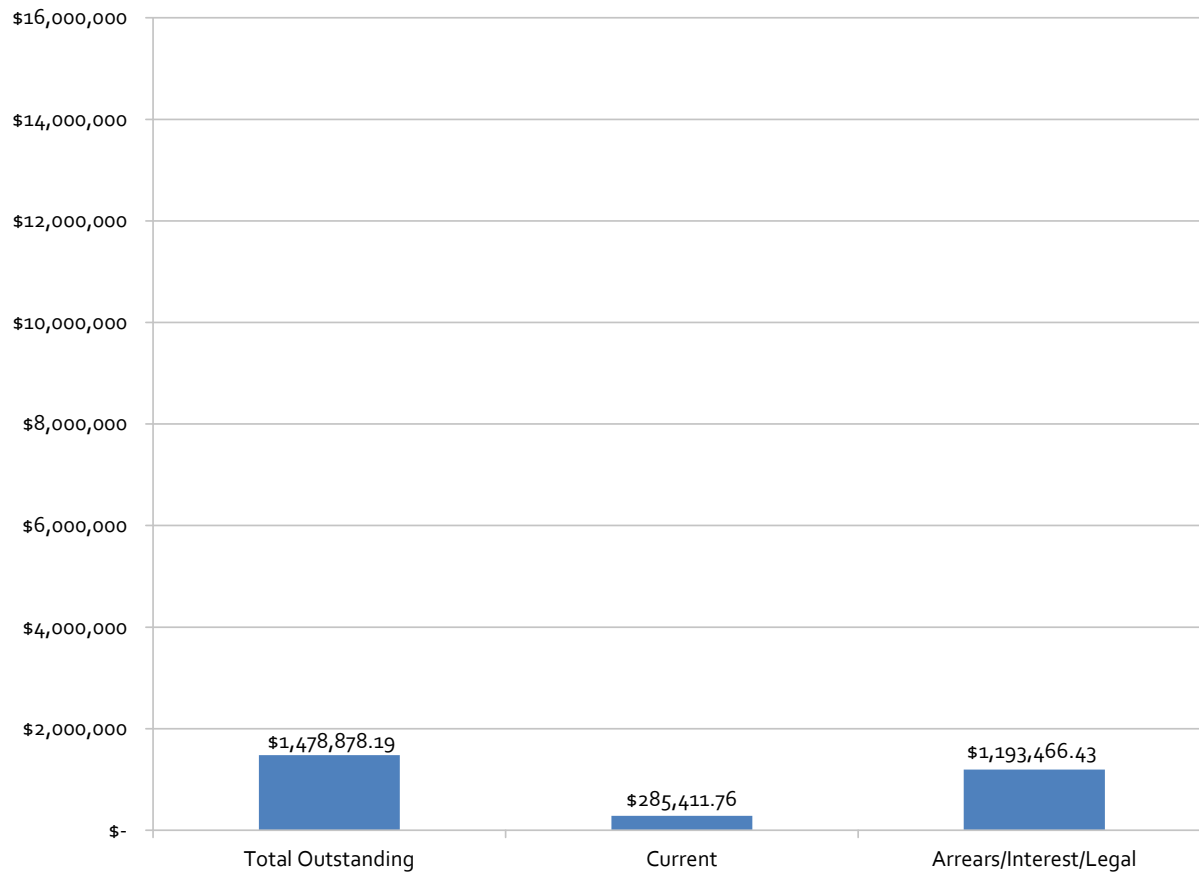


Rates Report - July 2021

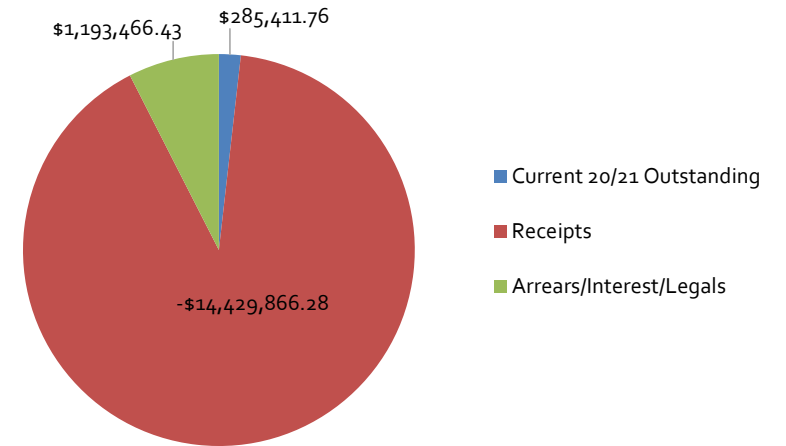
Prepared by Chantelle Pitt

Ward Total Rates & Charges	2019/2020 Budget	2019/2020 Actuals	2020/2021 Budget	Actual YTD Receipts	Rebates	Outstanding Rates		
						Current	Arrears/Legals/Interest	Total
Dunmunkle	\$4,148,364.16	\$567,315.83	\$4,154,635.37	-\$4,237,252.75	-\$87,397.13	\$60,977.14	\$356,052.88	\$417,030.02
Hopetoun	\$3,858,864.93	\$697,901.10	\$4,018,880.03	-\$4,133,491.27	-\$71,118.80	\$98,378.82	\$451,331.16	\$549,709.98
Warracknabeal	\$5,800,454.95	\$734,299.64	\$5,891,651.38	-\$6,059,122.26	-\$103,278.25	\$126,055.80	\$386,082.39	\$512,138.19
Grand Total	\$13,807,684.04	\$1,999,516.57	\$14,065,166.78	-\$14,429,866.28	-\$261,794.18	\$285,411.76	\$1,193,466.43	\$1,478,878.19

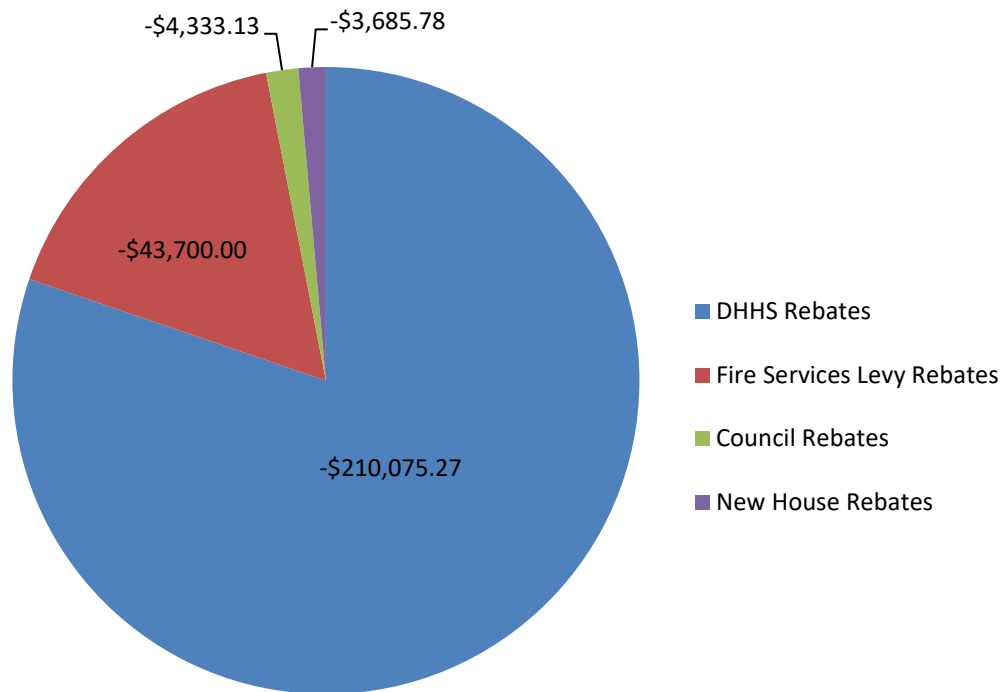
Breakdown of Rates Outstanding



Breakdown of Rates Outstanding

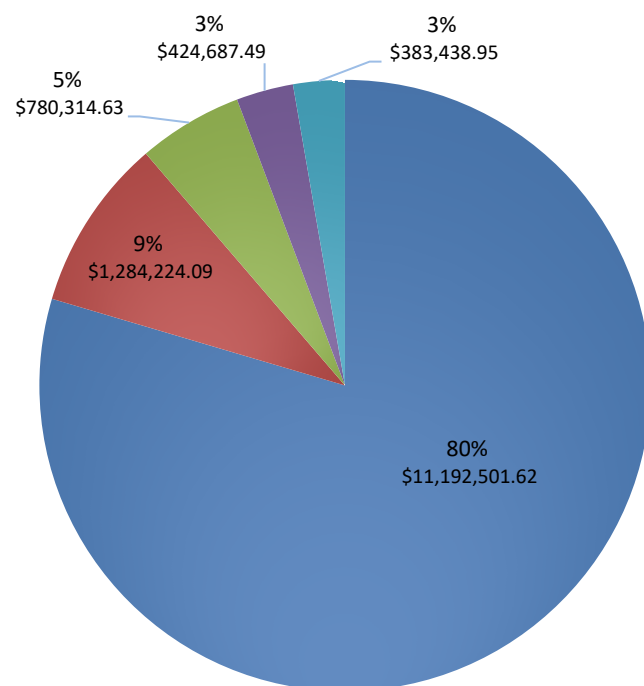


2020/21 Rebates

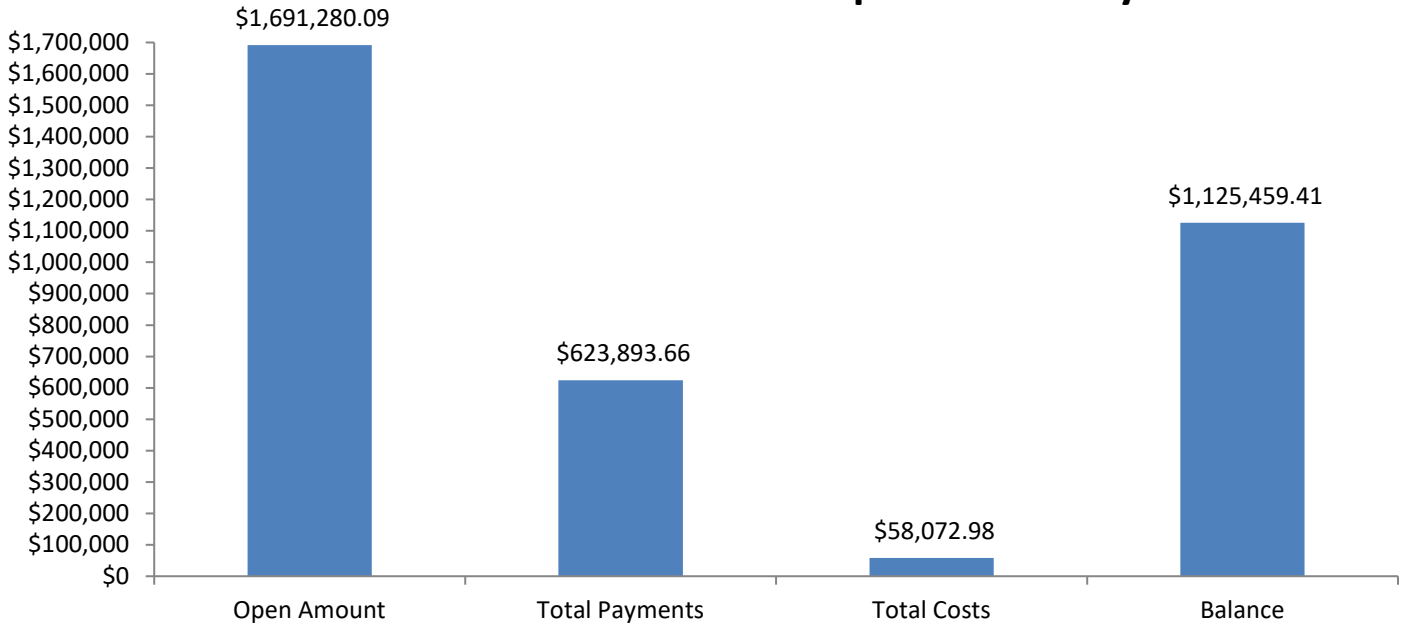


Rates & Charges Calculation 2020/21

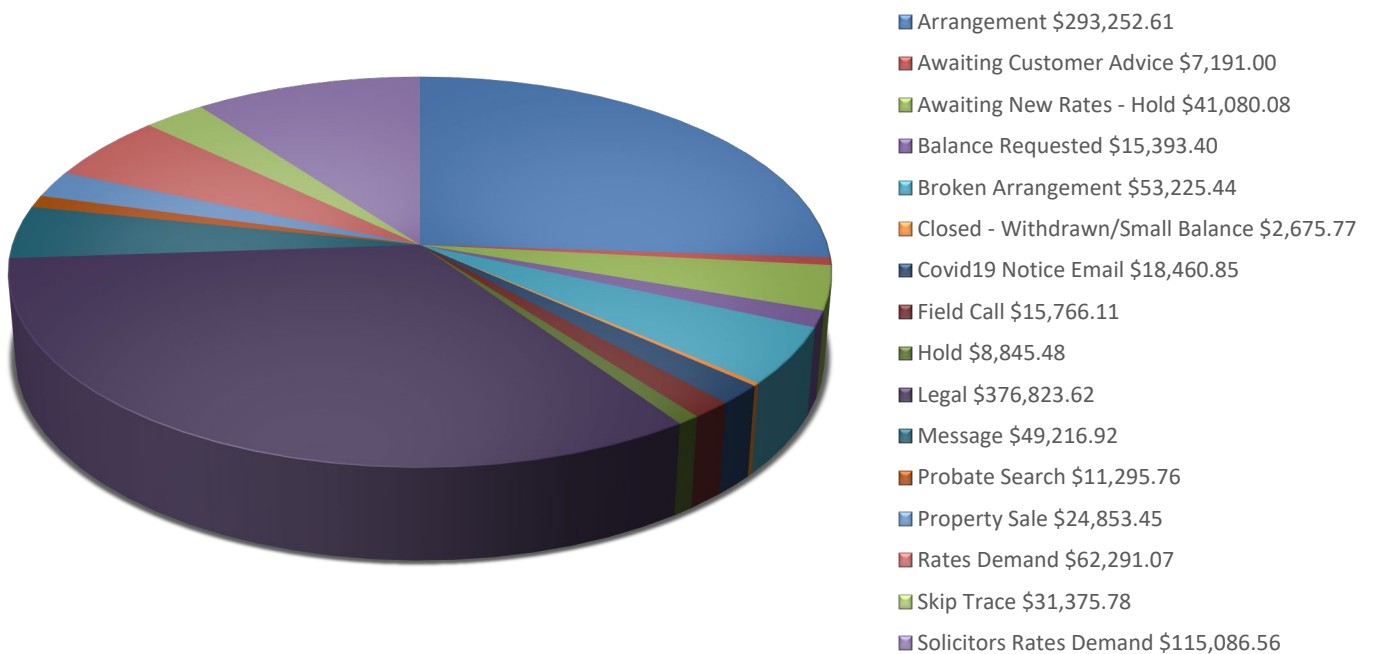
● General Rates ● FSPL ● Garbage ● Recycling ● Municipal Charge



CollectAU Debt Collection Report Summary



CollectAU Debt Collection Account Status



Account No.	Status	Principal	Payments	Costs	Balance
32280	Property Sale	\$3,719.51	\$0.00	\$0.00	\$3,719.51
32281	Field Call	\$15,716.58	\$3,600.00	\$550.00	\$12,666.58
32282	Legal	\$11,248.59	\$0.00	\$2,225.80	\$13,474.39
32283	Legal	\$4,621.87	\$0.00	\$1,032.80	\$5,654.67
32284	Legal	\$6,127.19	\$0.00	\$1,200.80	\$7,327.99
32285	Paid - Closed	\$22,390.61	\$27,858.03	\$5,467.42	\$0.00
32289	Paid - Closed	\$58,276.46	\$60,457.26	\$2,180.80	\$0.00
32393	Legal	\$15,197.40	\$0.00	\$3,190.70	\$18,388.10
32736	Paid - Closed	\$13,712.13	\$13,712.13	\$0.00	\$0.00
38970	Paid - Closed	\$11,099.67	\$11,099.67	\$0.00	\$0.00
38971	Arrangement	\$15,159.47	\$2,400.00	\$0.00	\$12,759.47
38972	Paid - Closed	\$1,839.66	\$2,179.32	\$0.00	-\$339.66
38973	Paid - Closed	\$5,028.49	\$5,028.49	\$0.00	\$0.00
38974	Arrangement	\$6,766.00	\$1,950.00	\$0.00	\$4,816.00
38975	Hold	\$3,965.84	\$220.00	\$0.00	\$3,745.84
38976	Paid - Closed	\$918.44	\$918.44	\$0.00	\$0.00
38977	Property Sale	\$1,051.53	\$0.00	\$0.00	\$1,051.53
38978	Awaiting New Rates - Hold	\$1,082.68	\$0.00	\$0.00	\$1,082.68
38979	Awaiting New Rates - Hold	\$849.48	\$0.00	\$0.00	\$849.48
38980	Paid - Closed	\$3,094.91	\$3,094.91	\$0.00	\$0.00
38981	Arrangement	\$2,652.34	\$1,300.00	\$0.00	\$1,352.34
38982	Legal	\$15,104.19	\$0.00	\$2,702.00	\$17,806.19
38983	Paid - Closed	\$1,240.01	\$1,642.49	\$0.00	-\$402.48
38984	Paid - Closed	\$5,815.24	\$7,082.74	\$1,267.50	\$0.00
38985	Paid - Closed	\$804.79	\$804.79	\$0.00	\$0.00
38986	Paid - Closed	\$7,815.88	\$7,815.88	\$0.00	\$0.00
38987	Arrangement	\$14,066.12	\$2,050.00	\$0.00	\$12,016.12
38988	Paid - Closed	\$255.64	\$255.64	\$0.00	\$0.00
38989	Paid - Closed	\$957.68	\$957.68	\$0.00	\$0.00
38990	Paid - Closed	\$239.00	\$239.00	\$0.00	\$0.00
38991	Paid - Closed	\$322.00	\$322.00	\$0.00	\$0.00
38992	Paid - Closed	\$234.16	\$234.16	\$0.00	\$0.00
38993	Arrangement	\$6,867.54	\$950.00	\$0.00	\$5,917.54
38994	Arrangement	\$7,701.84	\$2,200.00	\$0.00	\$5,501.84
38995	Message	\$652.09	\$0.00	\$0.00	\$652.09
38996	Paid - Closed	\$2,544.85	\$2,544.85	\$0.00	\$0.00
38997	Legal	\$10,253.67	\$0.00	\$1,526.00	\$11,779.67
38998	Arrangement	\$5,220.25	\$300.00	\$0.00	\$4,920.25
38999	Closed - Withdrawn/Small Balance	\$493.00	\$0.00	\$0.00	\$493.00
39000	Awaiting New Rates - Hold	\$1,133.92	\$0.00	\$0.00	\$1,133.92
39001	Legal	\$2,215.10	\$0.00	\$1,051.50	\$3,266.60
39002	Legal	\$2,004.25	\$0.00	\$1,051.50	\$3,055.75
39003	Awaiting New Rates - Hold	\$991.81	\$0.00	\$0.00	\$991.81
39004	Paid - Closed	\$2,790.56	\$2,790.56	\$0.00	\$0.00
39005	Paid - Closed	\$3,667.50	\$3,667.50	\$0.00	\$0.00
39006	Paid - Closed	\$3,407.93	\$3,407.93	\$0.00	\$0.00
39007	Paid - Closed	\$712.34	\$712.34	\$0.00	\$0.00
39008	Skip Trace	\$4,927.67	\$0.00	\$0.00	\$4,927.67
39009	Awaiting New Rates - Hold	\$3,350.97	\$2,250.00	\$0.00	\$1,100.97
39010	Paid - Closed	\$3,553.38	\$3,553.38	\$0.00	\$0.00
39011	Arrangement	\$1,450.72	\$350.00	\$0.00	\$1,100.72
39012	Legal	\$15,457.66	\$0.00	\$1,518.80	\$16,976.46
39013	Awaiting New Rates - Hold	\$1,745.94	\$0.00	\$0.00	\$1,745.94
39014	Paid - Closed	\$2,481.11	\$2,481.11	\$0.00	\$0.00
39015	Legal	\$23,254.89	\$0.00	\$1,753.80	\$25,008.69
39016	Legal	\$6,635.30	\$600.00	\$1,192.50	\$7,227.80
39017	Legal	\$10,782.12	\$0.00	\$1,518.80	\$12,300.92

Account No.	Status	Principal	Payments	Costs	Balance
39018	Paid - Closed	\$3,227.03	\$3,227.03	\$0.00	\$0.00
39019	Legal	\$8,558.58	\$0.00	\$0.00	\$8,558.58
39020	Arrangement	\$4,607.17	\$2,000.00	\$0.00	\$2,607.17
39021	Paid - Closed	\$5,062.34	\$5,062.34	\$0.00	\$0.00
39022	Arrangement	\$3,982.30	\$3,000.00	\$0.00	\$982.30
39023	Paid - Closed	\$973.03	\$973.03	\$0.00	\$0.00
39024	Legal	\$2,941.40	\$0.00	\$1,051.50	\$3,992.90
39025	Paid - Closed	\$198.72	\$198.72	\$0.00	\$0.00
39026	Paid - Closed	\$8,447.98	\$8,447.98	\$0.00	\$0.00
39027	Closed - Withdrawn/Small Balance	\$3,565.93	\$3,300.00	\$0.00	\$265.93
39028	Paid - Closed	\$1,676.20	\$1,676.20	\$0.00	\$0.00
39029	Paid - Closed	\$2,319.41	\$2,319.41	\$0.00	\$0.00
39030	Paid - Closed	\$1,296.00	\$1,296.00	\$0.00	\$0.00
39031	Awaiting New Rates - Hold	\$1,710.31	\$0.00	\$0.00	\$1,710.31
39032	Paid - Closed	\$524.01	\$524.01	\$0.00	\$0.00
39033	Closed - Withdrawn/Small Balance	\$2,846.97	\$2,700.00	\$0.00	\$146.97
39034	Arrangement	\$8,144.25	\$400.00	\$0.00	\$7,744.25
39035	Paid - Closed	\$1,484.49	\$1,550.00	\$0.00	-\$65.51
39036	Awaiting New Rates - Hold	\$808.60	\$0.00	\$0.00	\$808.60
39037	Paid - Closed	\$3,142.36	\$3,142.36	\$0.00	\$0.00
39038	Awaiting New Rates - Hold	\$798.59	\$0.00	\$0.00	\$798.59
39039	Paid - Closed	\$3,732.10	\$3,732.10	\$0.00	\$0.00
39040	Paid - Closed	\$1,098.99	\$1,000.00	\$0.00	\$98.99
39041	Awaiting New Rates - Hold	\$1,318.98	\$0.00	\$0.00	\$1,318.98
39042	Awaiting New Rates - Hold	\$741.94	\$0.00	\$0.00	\$741.94
39043	Skip Trace	\$10,953.85	\$0.00	\$0.00	\$10,953.85
39044	Paid - Closed	\$935.71	\$935.71	\$0.00	\$0.00
39045	Awaiting New Rates - Hold	\$1,625.90	\$0.00	\$0.00	\$1,625.90
39046	Arrangement	\$3,616.36	\$600.00	\$0.00	\$3,016.36
39047	Message	\$3,326.76	\$0.00	\$0.00	\$3,326.76
39048	Message	\$591.62	\$0.00	\$0.00	\$591.62
39049	Arrangement	\$9,465.62	\$305.00	\$0.00	\$9,160.62
39050	Closed - Withdrawn/Small Balance	\$188.61	\$0.00	\$0.00	\$188.61
39051	Paid - Closed	\$8,262.80	\$8,262.80	\$0.00	\$0.00
39052	Paid - Closed	\$5,618.05	\$5,618.05	\$0.00	\$0.00
39053	Paid - Closed	\$8,705.64	\$8,705.64	\$0.00	\$0.00
39054	Awaiting New Rates - Hold	\$837.40	\$0.00	\$0.00	\$837.40
39055	Legal	\$8,621.03	\$0.00	\$1,359.10	\$9,980.13
39056	Paid - Closed	\$406.00	\$406.00	\$0.00	\$0.00
39057	Paid - Closed	\$767.00	\$767.00	\$0.00	\$0.00
39058	Paid - Closed	\$414.00	\$414.00	\$0.00	\$0.00
39059	Paid - Closed	\$1,002.00	\$1,002.00	\$0.00	\$0.00
39060	Arrangement	\$14,987.16	\$4,000.00	\$0.00	\$10,987.16
39061	Arrangement	\$5,880.21	\$1,000.00	\$0.00	\$4,880.21
39062	Paid - Closed	\$838.16	\$838.16	\$0.00	\$0.00
39063	Legal	\$3,963.39	\$0.00	\$1,051.50	\$5,014.89
39064	Arrangement	\$1,998.60	\$650.00	\$0.00	\$1,348.60
39065	Arrangement	\$4,285.05	\$2,600.00	\$0.00	\$1,685.05
39066	Legal	\$3,196.81	\$300.00	\$1,107.70	\$4,004.51
39067	Message	\$3,120.89	\$0.00	\$0.00	\$3,120.89
39068	Awaiting New Rates - Hold	\$993.07	\$0.00	\$0.00	\$993.07
39069	Arrangement	\$4,267.33	\$650.00	\$0.00	\$3,617.33
39070	Paid - Closed	\$1,945.88	\$1,945.88	\$0.00	\$0.00
39071	Legal	\$2,277.02	\$0.00	\$1,051.50	\$3,328.52
39072	Skip Trace	\$11,267.50	\$0.00	\$0.00	\$11,267.50
39073	Paid - Closed	\$2,089.77	\$2,089.77	\$0.00	\$0.00
39074	Paid - Closed	\$1,527.36	\$1,527.36	\$0.00	\$0.00

Account No.	Status	Principal	Payments	Costs	Balance
39075	Paid - Closed	\$342.00	\$342.00	\$0.00	\$0.00
39076	Legal	\$4,119.11	\$0.00	\$0.00	\$4,119.11
39077	Arrangement	\$7,176.06	\$6,000.00	\$0.00	\$1,176.06
39078	Paid - Closed	\$1,602.91	\$1,602.91	\$0.00	\$0.00
39079	Probate Search	\$3,671.41	\$0.00	\$0.00	\$3,671.41
39080	Arrangement	\$3,488.75	\$240.00	\$0.00	\$3,248.75
39081	Paid - Closed	\$216.08	\$216.08	\$0.00	\$0.00
39082	Paid - Closed	\$200.00	\$200.00	\$0.00	\$0.00
39083	Paid - Closed	\$2,438.30	\$2,438.30	\$0.00	\$0.00
39084	Rates Demand	\$4,012.47	\$0.00	\$0.00	\$4,012.47
39085	Arrangement	\$7,277.40	\$750.00	\$0.00	\$6,527.40
39086	Awaiting New Rates - Hold	\$1,495.85	\$0.00	\$0.00	\$1,495.85
39087	Arrangement	\$1,300.33	\$150.00	\$0.00	\$1,150.33
39088	Paid - Closed	\$352.35	\$352.35	\$0.00	\$0.00
39089	Paid - Closed	\$1,755.00	\$1,755.00	\$0.00	\$0.00
39090	Paid - Closed	\$1,240.21	\$1,240.21	\$0.00	\$0.00
39091	Paid - Closed	\$1,403.00	\$1,403.00	\$0.00	\$0.00
39092	Legal	\$833.17	\$300.00	\$0.00	\$533.17
39093	Paid - Closed	\$988.51	\$988.51	\$0.00	\$0.00
39094	Paid - Closed	\$385.70	\$385.70	\$0.00	\$0.00
39095	Arrangement	\$10,740.27	\$4,500.00	\$0.00	\$6,240.27
39096	Arrangement	\$1,860.13	\$850.00	\$0.00	\$1,010.13
39097	Awaiting New Rates - Hold	\$1,718.74	\$0.00	\$0.00	\$1,718.74
39098	Paid - Closed	\$688.67	\$688.67	\$0.00	\$0.00
39099	Arrangement	\$9,185.45	\$3,000.00	\$1,354.50	\$7,539.95
39100	Paid - Closed	\$901.39	\$901.39	\$0.00	\$0.00
39101	Paid - Closed	\$123.00	\$123.00	\$0.00	\$0.00
39102	Paid - Closed	\$1,430.84	\$1,430.84	\$0.00	\$0.00
39103	Arrangement	\$2,988.12	\$500.00	\$0.00	\$2,488.12
39104	Paid - Closed	\$681.00	\$681.00	\$0.00	\$0.00
39105	Awaiting New Rates - Hold	\$1,686.01	\$0.00	\$0.00	\$1,686.01
39106	Paid - Closed	\$1,542.22	\$1,542.22	\$0.00	\$0.00
39107	Legal	\$6,056.06	\$0.00	\$1,192.50	\$7,248.56
39108	Paid - Closed	\$1,571.62	\$1,971.62	\$0.00	-\$400.00
39109	Paid - Closed	\$6,502.37	\$6,502.37	\$0.00	\$0.00
39110	Paid - Closed	\$1,887.06	\$1,887.06	\$0.00	\$0.00
39111	Arrangement	\$5,501.34	\$1,700.00	\$0.00	\$3,801.34
39112	Paid - Closed	\$986.29	\$986.29	\$0.00	\$0.00
39113	Closed - Withdrawn/Small Balance	\$1,217.54	\$1,200.00	\$0.00	\$17.54
39114	Arrangement	\$4,853.96	\$2,500.00	\$0.00	\$2,353.96
39115	Closed - Withdrawn/Small Balance	\$903.00	\$900.00	\$0.00	\$3.00
39116	Legal	\$2,885.52	\$0.00	\$1,051.50	\$3,937.02
39117	Legal	\$3,018.06	\$0.00	\$1,051.50	\$4,069.56
39118	Paid - Closed	\$1,821.17	\$1,821.17	\$0.00	\$0.00
39119	Arrangement	\$3,718.91	\$490.00	\$0.00	\$3,228.91
39120	Legal	\$11,091.84	\$0.00	\$1,518.80	\$12,610.64
39121	Awaiting New Rates - Hold	\$1,032.94	\$0.00	\$0.00	\$1,032.94
39122	Arrangement	\$22,903.24	\$650.00	\$0.00	\$22,253.24
39123	Arrangement	\$6,057.97	\$650.00	\$0.00	\$5,407.97
39124	Paid - Closed	\$1,881.08	\$2,100.00	\$0.00	-\$218.92
39125	Paid - Closed	\$449.00	\$449.00	\$0.00	\$0.00
39126	Broken Arrangement	\$6,173.30	\$1,200.00	\$0.00	\$4,973.30
39127	Awaiting New Rates - Hold	\$1,747.49	\$0.00	\$0.00	\$1,747.49
39128	Balance Requested	\$3,982.88	\$2,400.00	\$0.00	\$1,582.88
39129	Paid - Closed	\$163.00	\$163.00	\$0.00	\$0.00
39130	Arrangement	\$2,279.78	\$640.00	\$30.00	\$1,669.78
39131	Paid - Closed	\$1,127.71	\$1,127.71	\$0.00	\$0.00

Account No.	Status	Principal	Payments	Costs	Balance
39132	Arrangement	\$5,266.11	\$1,555.00	\$0.00	\$3,711.11
39133	Message	\$2,330.34	\$0.00	\$0.00	\$2,330.34
39134	Broken Arrangement	\$19,478.52	\$880.00	\$0.00	\$18,598.52
39135	Broken Arrangement	\$21,378.93	\$4,800.00	\$0.00	\$16,578.93
39136	Paid - Closed	\$3,729.68	\$3,729.68	\$0.00	\$0.00
39137	Paid - Closed	\$308.00	\$308.00	\$0.00	\$0.00
39138	Legal	\$12,357.08	\$0.00	\$0.00	\$12,357.08
39139	Legal	\$3,300.40	\$0.00	\$1,664.90	\$4,965.30
39140	Paid - Closed	\$2,068.94	\$2,068.94	\$0.00	\$0.00
39141	Paid - Closed	\$989.91	\$989.91	\$0.00	\$0.00
39142	Paid - Closed	\$1,299.73	\$1,299.73	\$0.00	\$0.00
39143	Paid - Closed	\$388.91	\$388.91	\$0.00	\$0.00
39144	Paid - Closed	\$1,086.96	\$1,086.96	\$0.00	\$0.00
39145	Paid - Closed	\$565.53	\$565.53	\$0.00	\$0.00
39146	Legal	\$7,742.16	\$1,100.00	\$0.00	\$6,642.16
39147	Paid - Closed	\$1,616.22	\$1,616.22	\$0.00	\$0.00
39148	Paid - Closed	\$4,518.86	\$4,518.86	\$0.00	\$0.00
39149	Paid - Closed	\$1,671.91	\$1,671.91	\$0.00	\$0.00
39150	Legal	\$4,500.04	\$0.00	\$1,014.80	\$5,514.84
39151	Hold	\$2,371.28	\$0.00	\$0.00	\$2,371.28
39152	Arrangement	\$5,170.40	\$3,700.00	\$0.00	\$1,470.40
39153	Paid - Closed	\$12,816.50	\$12,816.50	\$0.00	\$0.00
39154	Paid - Closed	\$838.00	\$838.00	\$0.00	\$0.00
39155	Arrangement	\$16,642.07	\$4,205.00	\$0.00	\$12,437.07
39156	Paid - Closed	\$4,178.71	\$4,178.71	\$0.00	\$0.00
39157	Paid - Closed	\$198.72	\$198.72	\$0.00	\$0.00
39158	Legal	\$10,876.25	\$0.00	\$1,566.40	\$12,442.65
39159	Arrangement	\$2,781.87	\$475.97	\$0.00	\$2,305.90
39160	Probate Search	\$5,318.39	\$0.00	\$0.00	\$5,318.39
39161	Paid - Closed	\$2,445.34	\$2,445.34	\$0.00	\$0.00
39162	Arrangement	\$10,681.43	\$1,750.00	\$0.00	\$8,931.43
39163	Paid - Closed	\$196.00	\$196.00	\$0.00	\$0.00
39164	Paid - Closed	\$471.00	\$471.00	\$0.00	\$0.00
39165	Legal	\$5,838.91	\$0.00	\$1,192.50	\$7,031.41
39166	Message	\$23,432.34	\$4,800.00	\$0.00	\$18,632.34
39167	Paid - Closed	\$4,527.50	\$4,527.50	\$0.00	\$0.00
39168	Paid - Closed	\$754.58	\$754.58	\$0.00	\$0.00
39169	Paid - Closed	\$2,013.00	\$2,013.00	\$0.00	\$0.00
39170	Solicitors Rates Demand	\$2,408.48	\$100.00	\$0.00	\$2,308.48
39171	Awaiting New Rates - Hold	\$772.85	\$0.00	\$0.00	\$772.85
39172	Arrangement	\$1,616.51	\$365.00	\$0.00	\$1,251.51
39173	Probate Search	\$2,305.96	\$0.00	\$0.00	\$2,305.96
39174	Paid - Closed	\$293.57	\$293.57	\$0.00	\$0.00
39175	Paid - Closed	\$2,451.01	\$2,451.01	\$0.00	\$0.00
39176	Paid - Closed	\$249.00	\$249.00	\$0.00	\$0.00
39177	Hold	\$2,728.36	\$0.00	\$0.00	\$2,728.36
39178	Field Call	\$3,057.87	\$1,000.00	\$0.00	\$2,057.87
39179	Legal	\$2,123.72	\$800.00	\$0.00	\$1,323.72
39180	Legal	\$7,217.42	\$0.00	\$1,192.50	\$8,409.92
39181	Legal	\$4,168.12	\$0.00	\$1,051.50	\$5,219.62
39182	Paid - Closed	\$1,405.17	\$1,405.17	\$0.00	\$0.00
39183	Awaiting New Rates - Hold	\$1,423.86	\$0.00	\$0.00	\$1,423.86
39184	Property Sale	\$1,913.93	\$0.00	\$0.00	\$1,913.93
39185	Arrangement	\$2,579.38	\$760.00	\$15.00	\$1,834.38
39186	Paid - Closed	\$4,361.26	\$4,361.26	\$0.00	\$0.00
39187	Skip Trace	\$2,107.15	\$0.00	\$0.00	\$2,107.15
39188	Closed - Withdrawn/Small Balance	\$211.00	\$114.44	\$0.00	\$96.56

Account No.	Status	Principal	Payments	Costs	Balance
39189	Awaiting New Rates - Hold	\$866.44	\$585.82	\$0.00	\$280.62
39190	Paid - Closed	\$194.00	\$194.00	\$0.00	\$0.00
39191	Awaiting New Rates - Hold	\$901.87	\$606.06	\$0.00	\$295.81
39192	Paid - Closed	\$1,812.68	\$1,812.68	\$0.00	\$0.00
39193	Paid - Closed	\$2,146.09	\$2,146.09	\$0.00	\$0.00
39194	Paid - Closed	\$1,316.42	\$1,316.42	\$0.00	\$0.00
39195	Property Sale	\$15,083.95	\$0.00	\$221.16	\$15,305.11
39196	Paid - Closed	\$641.31	\$641.31	\$0.00	\$0.00
39197	Legal	\$2,512.94	\$0.00	\$1,051.50	\$3,564.44
39198	Awaiting New Rates - Hold	\$2,380.55	\$800.00	\$0.00	\$1,580.55
39199	Legal	\$15,317.51	\$0.00	\$1,518.80	\$16,836.31
39200	Paid - Closed	\$308.25	\$308.25	\$0.00	\$0.00
39201	Broken Arrangement	\$2,888.58	\$600.00	\$0.00	\$2,288.58
39202	Legal	\$3,002.22	\$0.00	\$1,051.50	\$4,053.72
39203	Legal	\$13,490.27	\$500.00	\$1,518.80	\$14,509.07
39204	Arrangement	\$5,978.57	\$540.00	\$0.00	\$5,438.57
39205	Paid - Closed	\$1,097.18	\$1,097.18	\$0.00	\$0.00
39206	Paid - Closed	\$1,617.54	\$1,617.54	\$0.00	\$0.00
39207	Paid - Closed	\$1,517.10	\$1,517.10	\$0.00	\$0.00
39208	Legal	\$5,513.47	\$1,200.00	\$1,192.50	\$5,505.97
39209	Paid - Closed	\$329.00	\$329.00	\$0.00	\$0.00
39210	Legal	\$14,263.65	\$0.00	\$1,518.80	\$15,782.45
39211	Legal	\$11,376.54	\$0.00	\$0.00	\$11,376.54
39212	Legal	\$4,125.68	\$300.00	\$0.00	\$3,825.68
39213	Legal	\$3,344.05	\$0.00	\$1,051.50	\$4,395.55
39214	Arrangement	\$6,117.08	\$1,000.00	\$0.00	\$5,117.08
39215	Closed - Withdrawn/Small Balance	\$1,860.64	\$1,830.00	\$0.00	\$30.64
39216	Legal	\$2,589.57	\$0.00	\$0.00	\$2,589.57
39217	Awaiting New Rates - Hold	\$1,326.19	\$0.00	\$0.00	\$1,326.19
39218	Paid - Closed	\$9,183.47	\$9,183.47	\$0.00	\$0.00
39219	Skip Trace	\$2,119.61	\$0.00	\$0.00	\$2,119.61
39220	Paid - Closed	\$1,071.42	\$1,071.42	\$0.00	\$0.00
39221	Awaiting New Rates - Hold	\$1,294.03	\$0.00	\$0.00	\$1,294.03
39222	Awaiting New Rates - Hold	\$1,292.95	\$0.00	\$0.00	\$1,292.95
39223	Paid - Closed	\$303.05	\$303.05	\$0.00	\$0.00
39224	Awaiting New Rates - Hold	\$585.85	\$0.00	\$0.00	\$585.85
39225	Awaiting New Rates - Hold	\$1,311.62	\$0.00	\$0.00	\$1,311.62
39226	Awaiting New Rates - Hold	\$953.44	\$0.00	\$0.00	\$953.44
39227	Paid - Closed	\$256.50	\$256.50	\$0.00	\$0.00
39228	Paid - Closed	\$2,779.93	\$2,779.93	\$0.00	\$0.00
39229	Paid - Closed	\$255.64	\$255.64	\$0.00	\$0.00
39230	Paid - Closed	\$269.00	\$269.00	\$0.00	\$0.00
39231	Paid - Closed	\$315.70	\$315.70	\$0.00	\$0.00
39232	Paid - Closed	\$385.66	\$385.66	\$0.00	\$0.00
48113	Solicitors Rates Demand	\$3,770.29	\$0.00	\$0.00	\$3,770.29
48114	Solicitors Rates Demand	\$2,573.13	\$0.00	\$0.00	\$2,573.13
48115	Rates Demand	\$1,460.60	\$0.00	\$0.00	\$1,460.60
48116	Paid - Closed	\$254.00	\$254.00	\$0.00	\$0.00
48117	Paid - Closed	\$1,544.46	\$1,544.46	\$0.00	\$0.00
48118	Paid - Closed	\$1,850.35	\$1,850.35	\$0.00	\$0.00
48119	Arrangement	\$2,247.38	\$0.00	\$0.00	\$2,247.38
48120	Paid - Closed	\$262.41	\$262.41	\$0.00	\$0.00
48121	Paid - Closed	\$2,141.44	\$2,141.44	\$0.00	\$0.00
48122	Paid - Closed	\$4,804.42	\$4,804.42	\$0.00	\$0.00
48123	Paid - Closed	\$3,728.12	\$3,728.12	\$0.00	\$0.00
48124	Paid - Closed	\$3,235.87	\$3,235.87	\$0.00	\$0.00
48125	Rates Demand	\$1,987.61	\$0.00	\$0.00	\$1,987.61

Account No.	Status	Principal	Payments	Costs	Balance
48126	Arrangement	\$829.58	\$200.00	\$0.00	\$629.58
48127	Arrangement	\$2,057.64	\$120.00	\$0.00	\$1,937.64
48128	Paid - Closed	\$202.00	\$202.00	\$0.00	\$0.00
48129	Arrangement	\$1,369.53	\$0.00	\$0.00	\$1,369.53
48130	Arrangement	\$322.00	\$161.00	\$0.00	\$161.00
48131	Property Sale	\$1,004.00	\$0.00	\$0.00	\$1,004.00
48132	Paid - Closed	\$282.00	\$282.00	\$0.00	\$0.00
48133	Paid - Closed	\$884.23	\$884.23	\$0.00	\$0.00
48134	Rates Demand	\$1,354.16	\$0.00	\$0.00	\$1,354.16
48135	Balance Requested	\$1,423.27	\$200.00	\$0.00	\$1,223.27
48136	Paid - Closed	\$465.40	\$465.40	\$0.00	\$0.00
48137	Rates Demand	\$1,691.32	\$0.00	\$0.00	\$1,691.32
48138	Rates Demand	\$1,557.64	\$0.00	\$0.00	\$1,557.64
48139	Arrangement	\$13,673.12	\$200.00	\$0.00	\$13,473.12
48140	Rates Demand	\$956.65	\$0.00	\$0.00	\$956.65
48141	Rates Demand	\$1,169.16	\$0.00	\$0.00	\$1,169.16
48142	Rates Demand	\$1,102.37	\$0.00	\$0.00	\$1,102.37
48143	Paid - Closed	\$943.90	\$943.90	\$0.00	\$0.00
48144	Rates Demand	\$522.00	\$0.00	\$0.00	\$522.00
48145	Paid - Closed	\$550.00	\$550.00	\$0.00	\$0.00
48146	Awaiting New Rates - Hold	\$264.00	\$0.00	\$0.00	\$264.00
48147	Rates Demand	\$1,138.80	\$0.00	\$0.00	\$1,138.80
48148	Awaiting Customer Advice	\$462.79	\$0.00	\$0.00	\$462.79
48149	Arrangement	\$1,063.03	\$0.00	\$0.00	\$1,063.03
48150	Balance Requested	\$1,370.45	\$563.45	\$0.00	\$807.00
48151	Paid - Closed	\$500.00	\$500.00	\$0.00	\$0.00
48152	Solicitors Rates Demand	\$3,767.60	\$100.00	\$0.00	\$3,667.60
48153	Paid - Closed	\$1,149.07	\$1,149.07	\$0.00	\$0.00
48154	Solicitors Rates Demand	\$4,306.40	\$500.00	\$0.00	\$3,806.40
48155	Paid - Closed	\$582.26	\$582.26	\$0.00	\$0.00
48156	Rates Demand	\$783.02	\$0.00	\$0.00	\$783.02
48157	Paid - Closed	\$360.00	\$360.00	\$0.00	\$0.00
48158	Arrangement	\$489.65	\$100.00	\$0.00	\$389.65
48159	Arrangement	\$2,467.29	\$200.00	\$0.00	\$2,267.29
48160	Paid - Closed	\$1,799.13	\$1,799.13	\$0.00	\$0.00
48161	Solicitors Rates Demand	\$2,280.27	\$0.00	\$0.00	\$2,280.27
48162	Paid - Closed	\$1,064.38	\$1,064.38	\$0.00	\$0.00
48163	Paid - Closed	\$537.15	\$537.15	\$0.00	\$0.00
48164	Awaiting New Rates - Hold	\$251.00	\$0.00	\$0.00	\$251.00
48165	Rates Demand	\$1,919.96	\$0.00	\$0.00	\$1,919.96
48166	Awaiting New Rates - Hold	\$320.09	\$0.00	\$0.00	\$320.09
48167	Paid - Closed	\$237.00	\$237.00	\$0.00	\$0.00
48168	Paid - Closed	\$453.31	\$500.00	\$0.00	-\$46.69
48169	Arrangement	\$238.28	\$100.00	\$0.00	\$138.28
48170	Arrangement	\$259.00	\$0.00	\$0.00	\$259.00
48171	Message	\$7,455.23	\$0.00	\$0.00	\$7,455.23
48172	Awaiting Customer Advice	\$244.20	\$0.00	\$0.00	\$244.20
48173	Paid - Closed	\$234.00	\$234.00	\$0.00	\$0.00
48174	Rates Demand	\$719.53	\$0.00	\$0.00	\$719.53
48175	Rates Demand	\$531.92	\$0.00	\$0.00	\$531.92
48176	Arrangement	\$804.69	\$0.00	\$0.00	\$804.69
48177	Paid - Closed	\$250.27	\$250.27	\$0.00	\$0.00
48178	Paid - Closed	\$283.66	\$283.66	\$0.00	\$0.00
48179	Paid - Closed	\$1,593.98	\$1,593.98	\$0.00	\$0.00
48180	Arrangement	\$2,768.02	\$0.00	\$0.00	\$2,768.02
48181	Rates Demand	\$1,523.44	\$0.00	\$0.00	\$1,523.44
48182	Balance Requested	\$2,303.53	\$200.00	\$0.00	\$2,103.53

Account No.	Status	Principal	Payments	Costs	Balance
48183	Paid - Closed	\$572.00	\$572.00	\$0.00	\$0.00
48184	Paid - Closed	\$1,175.67	\$1,175.67	\$0.00	\$0.00
48185	Rates Demand	\$1,804.00	\$0.00	\$0.00	\$1,804.00
48186	Paid - Closed	\$459.73	\$459.73	\$0.00	\$0.00
48187	Paid - Closed	\$439.12	\$439.12	\$0.00	\$0.00
48188	Arrangement	\$439.57	\$0.00	\$0.00	\$439.57
48189	Arrangement	\$216.00	\$0.00	\$0.00	\$216.00
48190	Paid - Closed	\$2,783.83	\$2,783.83	\$0.00	\$0.00
48191	Paid - Closed	\$1,173.00	\$1,173.00	\$0.00	\$0.00
48192	Paid - Closed	\$1,157.02	\$1,157.02	\$0.00	\$0.00
48193	Paid - Closed	\$304.00	\$304.00	\$0.00	\$0.00
48194	Balance Requested	\$959.82	\$100.00	\$0.00	\$859.82
48195	Rates Demand	\$1,023.44	\$0.00	\$0.00	\$1,023.44
48196	Paid - Closed	\$914.16	\$914.16	\$0.00	\$0.00
48197	Paid - Closed	\$245.00	\$245.00	\$0.00	\$0.00
48198	Message	\$1,195.14	\$0.00	\$0.00	\$1,195.14
48199	Arrangement	\$1,262.31	\$400.00	\$0.00	\$862.31
48200	Solicitors Rates Demand	\$5,289.88	\$0.00	\$0.00	\$5,289.88
48201	Rates Demand	\$1,103.04	\$0.00	\$0.00	\$1,103.04
48202	Arrangement	\$1,150.39	\$250.00	\$0.00	\$900.39
48203	Paid - Closed	\$2,201.00	\$2,201.00	\$0.00	\$0.00
48204	Paid - Closed	\$1,327.02	\$1,327.02	\$0.00	\$0.00
48205	Solicitors Rates Demand	\$7,058.50	\$0.00	\$0.00	\$7,058.50
48206	Paid - Closed	\$516.00	\$516.00	\$0.00	\$0.00
48207	Paid - Closed	\$1,426.49	\$1,426.49	\$0.00	\$0.00
48208	Paid - Closed	\$375.00	\$375.00	\$0.00	\$0.00
48209	Paid - Closed	\$280.10	\$280.10	\$0.00	\$0.00
48210	Awaiting Customer Advice	\$1,082.05	\$0.00	\$0.00	\$1,082.05
48211	Paid - Closed	\$1,120.58	\$1,120.58	\$0.00	\$0.00
48212	Rates Demand	\$724.87	\$0.00	\$0.00	\$724.87
48213	Arrangement	\$1,849.18	\$100.00	\$0.00	\$1,749.18
48214	Paid - Closed	\$267.00	\$267.00	\$0.00	\$0.00
48215	Paid - Closed	\$572.50	\$572.50	\$0.00	\$0.00
48216	Rates Demand	\$914.59	\$200.00	\$0.00	\$714.59
48217	Rates Demand	\$1,205.59	\$0.00	\$0.00	\$1,205.59
48218	Arrangement	\$2,188.81	\$50.00	\$0.00	\$2,138.81
48219	Arrangement	\$878.94	\$100.00	\$0.00	\$778.94
48220	Balance Requested	\$825.33	\$250.00	\$0.00	\$575.33
48221	Property Sale	\$837.07	\$0.00	\$0.00	\$837.07
48222	Solicitors Rates Demand	\$3,156.98	\$0.00	\$0.00	\$3,156.98
48223	Arrangement	\$956.05	\$200.00	\$0.00	\$756.05
48224	Awaiting New Rates - Hold	\$198.66	\$0.00	\$0.00	\$198.66
48225	Balance Requested	\$561.39	\$290.00	\$0.00	\$271.39
48226	Solicitors Rates Demand	\$3,747.61	\$0.00	\$0.00	\$3,747.61
48227	Paid - Closed	\$932.20	\$932.20	\$0.00	\$0.00
48228	Paid - Closed	\$198.66	\$198.66	\$0.00	\$0.00
48229	Solicitors Rates Demand	\$3,824.99	\$0.00	\$0.00	\$3,824.99
48230	Covid19 Notice Email	\$756.96	\$0.00	\$0.00	\$756.96
48231	Solicitors Rates Demand	\$2,520.74	\$0.00	\$0.00	\$2,520.74
48232	Rates Demand	\$1,457.92	\$0.00	\$0.00	\$1,457.92
48233	Solicitors Rates Demand	\$2,297.85	\$0.00	\$0.00	\$2,297.85
48234	Paid - Closed	\$2,058.90	\$2,058.90	\$0.00	\$0.00
48235	Paid - Closed	\$1,655.47	\$1,655.47	\$0.00	\$0.00
48236	Paid - Closed	\$534.00	\$534.00	\$0.00	\$0.00
48237	Rates Demand	\$749.61	\$0.00	\$0.00	\$749.61
48238	Covid19 Notice Email	\$1,284.52	\$0.00	\$0.00	\$1,284.52
48239	Solicitors Rates Demand	\$2,473.73	\$0.00	\$0.00	\$2,473.73

Account No.	Status	Principal	Payments	Costs	Balance
48240	Paid - Closed	\$1,339.87	\$1,339.87	\$0.00	\$0.00
48241	Paid - Closed	\$1,144.88	\$1,144.88	\$0.00	\$0.00
48242	Rates Demand	\$1,641.46	\$0.00	\$0.00	\$1,641.46
48243	Paid - Closed	\$657.00	\$657.00	\$0.00	\$0.00
48244	Awaiting New Rates - Hold	\$870.00	\$0.00	\$0.00	\$870.00
48245	Paid - Closed	\$450.00	\$450.00	\$0.00	\$0.00
48246	Covid19 Notice Email	\$1,241.42	\$0.00	\$0.00	\$1,241.42
48247	Arrangement	\$5,534.02	\$700.00	\$0.00	\$4,834.02
48248	Covid19 Notice Email	\$1,308.81	\$0.00	\$0.00	\$1,308.81
48249	Paid - Closed	\$999.96	\$999.96	\$0.00	\$0.00
48250	Covid19 Notice Email	\$637.98	\$0.00	\$0.00	\$637.98
48251	Arrangement	\$5,001.97	\$0.00	\$0.00	\$5,001.97
48252	Covid19 Notice Email	\$1,065.95	\$0.00	\$0.00	\$1,065.95
48253	Covid19 Notice Email	\$1,150.94	\$0.00	\$0.00	\$1,150.94
48254	Covid19 Notice Email	\$732.01	\$0.00	\$0.00	\$732.01
48255	Covid19 Notice Email	\$732.01	\$0.00	\$0.00	\$732.01
48256	Awaiting New Rates - Hold	\$1,090.23	\$0.00	\$0.00	\$1,090.23
48257	Paid - Closed	\$405.98	\$405.98	\$0.00	\$0.00
48258	Paid - Closed	\$1,002.00	\$1,002.00	\$0.00	\$0.00
48259	Paid - Closed	\$371.00	\$371.00	\$0.00	\$0.00
48260	Covid19 Notice Email	\$1,260.23	\$0.00	\$0.00	\$1,260.23
48261	Covid19 Notice Email	\$1,132.73	\$0.00	\$0.00	\$1,132.73
48262	Covid19 Notice Email	\$889.87	\$0.00	\$0.00	\$889.87
48263	Paid - Closed	\$214.00	\$214.00	\$0.00	\$0.00
48264	Arrangement	\$799.48	\$300.00	\$0.00	\$499.48
48265	Solicitors Rates Demand	\$10,488.07	\$100.00	\$0.00	\$10,388.07
48266	Awaiting New Rates - Hold	\$225.98	\$0.00	\$0.00	\$225.98
48267	Rates Demand	\$932.37	\$0.00	\$0.00	\$932.37
48268	Message	\$1,129.44	\$0.00	\$0.00	\$1,129.44
48269	Awaiting New Rates - Hold	\$1,072.45	\$0.00	\$0.00	\$1,072.45
48270	Awaiting New Rates - Hold	\$229.01	\$0.00	\$0.00	\$229.01
48271	Solicitors Rates Demand	\$2,384.78	\$0.00	\$0.00	\$2,384.78
48272	Paid - Closed	\$1,872.77	\$1,872.77	\$0.00	\$0.00
48273	Paid - Closed	\$201.00	\$201.00	\$0.00	\$0.00
48274	Paid - Closed	\$210.96	\$210.96	\$0.00	\$0.00
48275	Rates Demand	\$1,017.37	\$0.00	\$0.00	\$1,017.37
48276	Paid - Closed	\$167.00	\$167.00	\$0.00	\$0.00
48277	Awaiting New Rates - Hold	\$1,160.28	\$0.00	\$0.00	\$1,160.28
48278	Awaiting New Rates - Hold	\$222.95	\$0.00	\$0.00	\$222.95
48279	Solicitors Rates Demand	\$2,469.00	\$0.00	\$0.00	\$2,469.00
48280	Rates Demand	\$355.94	\$0.00	\$0.00	\$355.94
48281	Closed - Withdrawn/Small Balance	\$410.68	\$0.00	\$0.00	\$410.68
48282	Closed - Withdrawn/Small Balance	\$664.44	\$0.00	\$0.00	\$664.44
48283	Arrangement	\$4,786.98	\$0.00	\$0.00	\$4,786.98
48284	Arrangement	\$6,207.02	\$0.00	\$0.00	\$6,207.02
48285	Rates Demand	\$1,231.08	\$0.00	\$0.00	\$1,231.08
48286	Paid - Closed	\$273.00	\$273.00	\$0.00	\$0.00
48287	Arrangement	\$627.00	\$0.00	\$0.00	\$627.00
48288	Paid - Closed	\$2,446.92	\$2,446.92	\$0.00	\$0.00
48289	Paid - Closed	\$909.05	\$909.05	\$0.00	\$0.00
48290	Covid19 Notice Email	\$1,314.88	\$0.00	\$0.00	\$1,314.88
48291	Broken Arrangement	\$10,786.11	\$0.00	\$0.00	\$10,786.11
48292	Balance Requested	\$1,200.00	\$600.00	\$0.00	\$600.00
48293	Paid - Closed	\$602.88	\$602.88	\$0.00	\$0.00
48294	Rates Demand	\$768.87	\$0.00	\$0.00	\$768.87
48295	Paid - Closed	\$686.47	\$686.47	\$0.00	\$0.00
48296	Paid - Closed	\$669.00	\$669.00	\$0.00	\$0.00

Account No.	Status	Principal	Payments	Costs	Balance
48297	Paid - Closed	\$484.00	\$484.00	\$0.00	\$0.00
48298	Balance Requested	\$865.58	\$0.00	\$0.00	\$865.58
48299	Paid - Closed	\$835.22	\$835.22	\$0.00	\$0.00
48300	Covid19 Notice Email	\$1,290.59	\$0.00	\$0.00	\$1,290.59
48301	Rates Demand	\$1,150.00	\$50.00	\$0.00	\$1,100.00
48302	Property Sale	\$272.00	\$0.00	\$0.00	\$272.00
48303	Paid - Closed	\$245.00	\$245.00	\$0.00	\$0.00
48304	Paid - Closed	\$2,718.06	\$2,718.06	\$0.00	\$0.00
48305	Balance Requested	\$1,150.94	\$250.00	\$0.00	\$900.94
48306	Paid - Closed	\$214.69	\$214.69	\$0.00	\$0.00
48307	Awaiting New Rates - Hold	\$194.00	\$0.00	\$0.00	\$194.00
48308	Paid - Closed	\$756.02	\$756.02	\$0.00	\$0.00
48309	Rates Demand	\$1,053.19	\$0.00	\$0.00	\$1,053.19
48310	Paid - Closed	\$491.84	\$491.84	\$0.00	\$0.00
48311	Rates Demand	\$1,704.51	\$0.00	\$0.00	\$1,704.51
48312	Legal	\$1,428.00	\$0.00	\$0.00	\$1,428.00
48313	Solicitors Rates Demand	\$2,525.63	\$0.00	\$0.00	\$2,525.63
48314	Rates Demand	\$794.30	\$0.00	\$0.00	\$794.30
48315	Paid - Closed	\$1,387.12	\$1,387.12	\$0.00	\$0.00
48316	Paid - Closed	\$871.65	\$871.65	\$0.00	\$0.00
48317	Arrangement	\$1,350.70	\$400.00	\$0.00	\$950.70
48318	Arrangement	\$2,084.69	\$0.00	\$0.00	\$2,084.69
48319	Paid - Closed	\$1,722.49	\$1,722.49	\$0.00	\$0.00
48320	Rates Demand	\$1,538.86	\$0.00	\$0.00	\$1,538.86
48321	Covid19 Notice Email	\$1,102.37	\$0.00	\$0.00	\$1,102.37
48322	Paid - Closed	\$363.00	\$363.00	\$0.00	\$0.00
48323	Paid - Closed	\$2,043.47	\$2,043.47	\$0.00	\$0.00
48324	Paid - Closed	\$292.00	\$292.00	\$0.00	\$0.00
48325	Paid - Closed	\$300.63	\$300.63	\$0.00	\$0.00
48326	Covid19 Notice Email	\$864.97	\$0.00	\$0.00	\$864.97
48327	Rates Demand	\$1,628.47	\$0.00	\$0.00	\$1,628.47
48328	Paid - Closed	\$250.28	\$250.50	\$0.00	-\$0.22
48329	Covid19 Notice Email	\$420.27	\$0.00	\$0.00	\$420.27
48330	Rates Demand	\$619.25	\$0.00	\$0.00	\$619.25
48331	Arrangement	\$602.00	\$0.00	\$0.00	\$602.00
48332	Message	\$1,084.16	\$0.00	\$0.00	\$1,084.16
48333	Arrangement	\$4,685.49	\$1,000.00	\$0.00	\$3,685.49
48334	Rates Demand	\$1,497.03	\$0.00	\$0.00	\$1,497.03
48335	Paid - Closed	\$348.00	\$348.00	\$0.00	\$0.00
48336	Solicitors Rates Demand	\$5,943.16	\$0.00	\$0.00	\$5,943.16
48337	Property Sale	\$412.00	\$0.00	\$0.00	\$412.00
48338	Paid - Closed	\$319.00	\$319.00	\$0.00	\$0.00
48339	Paid - Closed	\$725.33	\$725.33	\$0.00	\$0.00
48340	Rates Demand	\$764.79	\$0.00	\$0.00	\$764.79
48341	Paid - Closed	\$313.00	\$313.00	\$0.00	\$0.00
48342	Balance Requested	\$485.00	\$285.00	\$0.00	\$200.00
48343	Paid - Closed	\$301.00	\$301.00	\$0.00	\$0.00
48344	Covid19 Notice Email	\$420.27	\$0.00	\$0.00	\$420.27
48345	Solicitors Rates Demand	\$2,417.65	\$0.00	\$0.00	\$2,417.65
48346	Rates Demand	\$472.22	\$0.00	\$0.00	\$472.22
48347	Paid - Closed	\$312.00	\$312.00	\$0.00	\$0.00
48348	Awaiting Customer Advice	\$623.85	\$0.00	\$0.00	\$623.85
48349	Rates Demand	\$555.12	\$0.00	\$0.00	\$555.12
48350	Paid - Closed	\$1,344.63	\$1,344.63	\$0.00	\$0.00
48351	Paid - Closed	\$162.00	\$162.00	\$0.00	\$0.00
48352	Solicitors Rates Demand	\$4,670.19	\$0.00	\$0.00	\$4,670.19
48353	Paid - Closed	\$506.09	\$506.09	\$0.00	\$0.00

Account No.	Status	Principal	Payments	Costs	Balance
48354	Paid - Closed	\$161.00	\$161.00	\$0.00	\$0.00
48355	Solicitors Rates Demand	\$2,143.67	\$0.00	\$0.00	\$2,143.67
48356	Awaiting New Rates - Hold	\$244.20	\$0.00	\$0.00	\$244.20
48357	Solicitors Rates Demand	\$2,251.55	\$0.00	\$0.00	\$2,251.55
48358	Paid - Closed	\$222.00	\$222.00	\$0.00	\$0.00
48359	Paid - Closed	\$1,280.12	\$1,280.12	\$0.00	\$0.00
48360	Paid - Closed	\$2,129.59	\$2,129.59	\$0.00	\$0.00
48361	Paid - Closed	\$7,173.39	\$7,173.39	\$0.00	\$0.00
48362	Solicitors Rates Demand	\$2,138.56	\$0.00	\$0.00	\$2,138.56
48363	Solicitors Rates Demand	\$2,153.00	\$0.00	\$0.00	\$2,153.00
48364	Arrangement	\$5,561.38	\$0.00	\$0.00	\$5,561.38
48365	Paid - Closed	\$6,910.30	\$6,910.30	\$0.00	\$0.00
48366	Paid - Closed	\$2,815.44	\$2,815.44	\$0.00	\$0.00
48367	Paid - Closed	\$3,984.00	\$3,984.00	\$0.00	\$0.00
48368	Paid - Closed	\$1,306.15	\$1,306.15	\$0.00	\$0.00
48369	Paid - Closed	\$810.00	\$810.00	\$0.00	\$0.00
48370	Paid - Closed	\$513.63	\$513.63	\$0.00	\$0.00
48371	Paid - Closed	\$2,947.45	\$2,947.45	\$0.00	\$0.00
48372	Paid - Closed	\$1,612.01	\$1,612.01	\$0.00	\$0.00
48373	Rates Demand	\$594.51	\$0.00	\$0.00	\$594.51
48374	Solicitors Rates Demand	\$12,311.37	\$150.00	\$0.00	\$12,161.37
48375	Rates Demand	\$1,420.10	\$0.00	\$0.00	\$1,420.10
48376	Paid - Closed	\$474.00	\$474.00	\$0.00	\$0.00
48377	Rates Demand	\$1,198.91	\$0.00	\$0.00	\$1,198.91
48378	Paid - Closed	\$1,072.01	\$1,072.01	\$0.00	\$0.00
48379	Rates Demand	\$368.66	\$0.00	\$0.00	\$368.66
48380	Balance Requested	\$1,059.87	\$500.00	\$0.00	\$559.87
48381	Rates Demand	\$835.53	\$0.00	\$0.00	\$835.53
48382	Arrangement	\$349.65	\$50.00	\$0.00	\$299.65
48383	Closed - Withdrawn/Small Balance	\$236.40	\$230.00	\$0.00	\$6.40
48384	Solicitors Rates Demand	\$2,606.03	\$0.00	\$0.00	\$2,606.03
48385	Paid - Closed	\$342.00	\$342.00	\$0.00	\$0.00
48386	Awaiting Customer Advice	\$927.51	\$0.00	\$0.00	\$927.51
48387	Arrangement	\$889.87	\$0.00	\$0.00	\$889.87
48388	Legal	\$19,384.80	\$0.00	\$0.00	\$19,384.80
48389	Balance Requested	\$763.05	\$200.00	\$0.00	\$563.05
48390	Arrangement	\$13,622.64	\$0.00	\$0.00	\$13,622.64
48391	Rates Demand	\$859.51	\$0.00	\$0.00	\$859.51
48392	Covid19 Notice Email	\$518.05	\$0.00	\$0.00	\$518.05
48393	Paid - Closed	\$889.87	\$889.87	\$0.00	\$0.00
48394	Message	\$9,471.77	\$0.00	\$0.00	\$9,471.77
48395	Paid - Closed	\$1,762.15	\$1,762.15	\$0.00	\$0.00
48396	Paid - Closed	\$2,977.43	\$2,977.43	\$0.00	\$0.00
48397	Paid - Closed	\$104.71	\$104.71	\$0.00	\$0.00
48398	Rates Demand	\$604.20	\$0.00	\$0.00	\$604.20
48399	Paid - Closed	\$1,730.54	\$1,730.54	\$0.00	\$0.00
48400	Paid - Closed	\$5,762.88	\$5,762.88	\$0.00	\$0.00
48401	Paid - Closed	\$3,220.07	\$3,220.07	\$0.00	\$0.00
48402	Paid - Closed	\$2,384.74	\$2,384.74	\$0.00	\$0.00
48403	Paid - Closed	\$5,502.12	\$5,502.12	\$0.00	\$0.00
48404	Paid - Closed	\$654.00	\$654.00	\$0.00	\$0.00
48405	Rates Demand	\$580.00	\$0.00	\$0.00	\$580.00
48406	Paid - Closed	\$576.00	\$576.00	\$0.00	\$0.00
48407	Arrangement	\$2,799.13	\$300.00	\$0.00	\$2,499.13
48408	Paid - Closed	\$659.58	\$659.58	\$0.00	\$0.00
48409	Paid - Closed	\$268.00	\$268.00	\$0.00	\$0.00
48410	Property Sale	\$338.30	\$0.00	\$0.00	\$338.30

Account No.	Status	Principal	Payments	Costs	Balance
48411	Awaiting New Rates - Hold	\$298.84	\$100.00	\$0.00	\$198.84
48412	Rates Demand	\$926.29	\$0.00	\$0.00	\$926.29
48413	Solicitors Rates Demand	\$4,055.08	\$100.00	\$0.00	\$3,955.08
48414	Arrangement	\$300.00	\$100.00	\$0.00	\$200.00
48415	Rates Demand	\$606.00	\$0.00	\$0.00	\$606.00
48416	Paid - Closed	\$260.00	\$260.00	\$0.00	\$0.00
48417	Balance Requested	\$2,885.61	\$0.00	\$0.00	\$2,885.61
48418	Balance Requested	\$883.19	\$400.00	\$0.00	\$483.19
48419	Balance Requested	\$990.02	\$350.00	\$0.00	\$640.02
48420	Paid - Closed	\$254.03	\$254.03	\$0.00	\$0.00
48421	Covid19 Notice Email	\$336.02	\$0.00	\$0.00	\$336.02
48422	Paid - Closed	\$3,487.11	\$3,487.11	\$0.00	\$0.00
48423	Closed - Withdrawn/Small Balance	\$352.00	\$0.00	\$0.00	\$352.00
48424	Rates Demand	\$932.20	\$0.00	\$0.00	\$932.20
48425	Awaiting Customer Advice	\$3,850.60	\$0.00	\$0.00	\$3,850.60
48426	Paid - Closed	\$121.00	\$121.00	\$0.00	\$0.00
48427	Message	\$918.14	\$691.00	\$0.00	\$227.14
48428	Rates Demand	\$1,034.00	\$0.00	\$0.00	\$1,034.00
48429	Paid - Closed	\$1,421.98	\$1,421.98	\$0.00	\$0.00
48430	Paid - Closed	\$286.69	\$286.69	\$0.00	\$0.00
48431	Paid - Closed	\$2,353.17	\$2,353.17	\$0.00	\$0.00
48432	Paid - Closed	\$420.27	\$420.27	\$0.00	\$0.00
48433	Paid - Closed	\$770.45	\$770.45	\$0.00	\$0.00
48434	Balance Requested	\$431.92	\$160.00	\$0.00	\$271.92
48435	Paid - Closed	\$390.00	\$390.00	\$0.00	\$0.00
48436	Paid - Closed	\$384.11	\$384.11	\$0.00	\$0.00
48437	Rates Demand	\$1,979.57	\$0.00	\$0.00	\$1,979.57
48438	Paid - Closed	\$3,625.39	\$3,625.39	\$0.00	\$0.00
48439	Arrangement	\$544.14	\$0.00	\$0.00	\$544.14
48440	Rates Demand	\$793.01	\$0.00	\$0.00	\$793.01
48441	Paid - Closed	\$1,994.90	\$1,994.90	\$0.00	\$0.00
48442	Solicitors Rates Demand	\$2,649.04	\$400.00	\$0.00	\$2,249.04
48443	Paid - Closed	\$840.58	\$840.58	\$0.00	\$0.00
48444	Field Call	\$1,041.66	\$0.00	\$0.00	\$1,041.66
48445	Rates Demand	\$670.04	\$0.00	\$0.00	\$670.04
48446	Paid - Closed	\$2,732.46	\$2,732.46	\$0.00	\$0.00
48447	Solicitors Rates Demand	\$2,023.97	\$0.00	\$0.00	\$2,023.97
48448	Paid - Closed	\$1,460.60	\$1,460.60	\$0.00	\$0.00
48449	Paid - Closed	\$259.37	\$259.37	\$0.00	\$0.00
48450	Solicitors Rates Demand	\$3,829.36	\$0.00	\$0.00	\$3,829.36
Grand Total		\$1,691,280.09	\$623,893.66	\$58,072.98	\$1,125,459.41

13.2 Non-Financial Performance Reporting

Prepared by Tammy Smith, Director Business Strategy and Performance

SUMMARY

In accordance with the *Local Government Act 2020* and the Local Government (Planning and Reporting) Regulations 2020, Council is required to have an integrated approach to strategic planning with the requirement that monitoring and performance reporting is to be adopted.

RECOMMENDATION

That Council:

Accept the Non-Financial Performance reporting for Quarter Three and Four as presented to Council.

Moved Cr C Heintze Seconded Cr K Kirk

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Non-Financial Performance Reporting Quarter Three and Four – 2021](#)

[Attachment: Strategic Risk Report as of 30 June 2021](#)

DISCUSSION

Council adopted the Yarriambiack Shire Council Performance Reporting Framework that identifies the timeline of performance reporting to Council.

This report contains the following to meet the requirements outlined in the Performance Reporting Framework:

- a) Non-Financial Performance Reporting
- b) Finance Report (separate report)
- c) Permits Issued by Council (separate report)
- d) Strategic Risk Report as of 30 June 2021.

RELEVANT LAW

Local Government Act 2020 and the Local Government (Planning and Reporting) Regulations 2020.

COUNCIL PLANS AND POLICIES

Yarriambiack Shire Council Performance Reporting Framework.

Council Plan 2017-2021

Strategic Objective 1 – Good Governance.

MINUTES	Ordinary Meeting of Council
Issue Date: 28 July 2021	

The Performance Reporting Framework has been developed based on best practice guidance and to manage Council's strategic and operational risks.

RELATED COUNCIL DECISIONS

Minutes 24 February 2021 – Non-Financial Performance Reporting

Minutes 24 March 2021 – Half Year Local Government Performance Reporting

Minutes 26 May 2021 – Strategic Risk Register

OPTIONS

Not Applicable.

SUSTAINABILITY IMPLICATIONS

Sustainability consideration have been considered and there are no reported implications.

COMMUNITY ENGAGEMENT

Engagement has not been undertaken to develop the Performance Reporting Framework.

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 financial and non-financial performance indicators are utilised as a tool for decision making to achieve good governance.

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.

Gender Impact Assessment (GIA)		Status
Does this Council report recommendation Introduce a new policy, program and/or service; or 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:

<i>Strategic Risk Description and Residual Risk Level</i>	<i>Action to Mitigate/Reduce Risk</i>	<i>Does Action maintain or reduce Residual Risk Level</i>
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low	Undertaking the requirements of the Performance Reporting Framework provides Council and the Audit and Risk Committee with strategic oversight of the organisation to make informed decisions and manage risk appetite.	Maintains Residual Risk Level

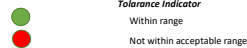
REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

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.

MINUTES	Ordinary Meeting of Council
Issue Date: 28 July 2021	



				Jul-Sep	Oct-Dec		Jan-June	
Source	Indicator	Calculation	Tolerance	Q1	Q2	Q3	Q3 and Q4	Comments
Xero and WorkflowMax	Capital projects with forecast overspend		>10%					Refer to Capital Works Report.
KeyPay (Happy HR)	Excess Annual Leave	Number of staff in excess of eight weeks/total headcount	<10%	36	33		27	Acceptable level to be less than 13.9 staff. Average based on 139 Staff. All staff with excess leave balances over 304 hours have been requested to complete leave plans and submit to the CEO for approval. Staff have not wished to take leave due to the uncertainty of COVID-19. We expect increased leave requests in 2021.
Key Pay (Happy HR)	Absenteeism	Number of sick leave hours paid/total hours paid x 100	<5%	4575	3873		1793	Average full time person works 1976 hours per year x 117.77 Full Time Equivalent staff = 232,714, divided by 4 quarters = 58,178. Tolerance level is five percent of two quarters equals 5,818 hours. (report run from 01 January to 30 June 2021). There would be an expected increase in Absenteeism due to COVID-19 testing requirements and internal promotion of encouraging staff not to come to work if they are ill or experience symptoms of COVID-19.
	Injury Claims	Number of workcover claims over six month period	<5		5		7	Council has had seven workcover claims submitted. Of the seven submitted six have been accepted and one has been declined. All are now closed. One claim is open and under assessment submitted in July 2021 and had not been included in the figures.
OH&S Database		Incidents, Hazard or Near Miss Reports		19	15	24	13	Council commenced transitioned to Happy HR OHS reporting in between November and December 2020. In 12 months Council has had the following reported: 5 Public incidents 13 Near misses 53 Incidents One of the incidents was a notifiable incident to WorkSafe.
Corporate Services		Public Liability Claims		0	0	1	1	Two public liability excess claims paid.
Corporate Services		Significant legislative breach		0	0	0	0	No significant legislative breaches to report as at 30 June 2021.
Corporate Services		Contracts past due		2	2		2	Two contracts have expired. The Meals on Wheels Tender is being presented at the July Council Meeting. The Fire Prevention Contract will be established prior to this coming season.
Source	Indicator	Calculation	Tolerance	As at 22 July 2021				Comments
Asset Finda		Customer Request overdue		96				As at 22 July 2021 the following statistics apply to Customer Service Requests and Customer Complaints: 1973 Service requests received. 77 Complaints received. 1906 Complaints and service requests and closed. 96 Overdue service requests. 48 Current and open service requests.
Source	Indicator	Calculation	Tolerance	As at 22 July 2021				Comments
Asset Finda	Complaints handling	Number of complaints received	N/A	74				Council has received 74 complaints from 01 July to 30 June 2021. All complaints have been actioned and are closed. As at 22 July there are 77 complaints recorded with no complaint registered as overdue.
Source	Indicator	Calculation	Tolerance	As at 30 June 2021				Comments
Organisational Performance	Percentage of Staff attending governance training	% of staff that completed governance training	100%	100.00%				Staff undertook the Governance training in August 2019 and additional sessions were held in May 2020 to capture staff whom did not attend in August 2019. All staff have been enrolled in the Code of Conduct online learning management module. As new staff are recruited to Council they are required to undertake online training as part of the induction process.
Source	Indicator	Calculation	Tolerance	01 January to 30 June 2021				Comments
DWM Solutions	Percentage resolved helpdesk tickets	Number of tickets resolved / number of tickets received x 100	>80%	98.81%				Number of tickets resolved (271) / number of tickets received (267) x 100.
DWM Solutions	Percentage backups completed successfully	Number of successful back ups / number of back ups carried out x 100	100%	100.00%				100% successful back completed each day.
Source	Indicator	Calculation	Tolerance	As at 30 June 2021				Comments
Organisational Performance	Percentage of strategies and policies overdue	Overdue strategies and policies in register	<10%	20%				Policies • 73% current • 20% overdue • 7% due soon The Procurement Policy was reviewed by the Audit and Risk Committee on 19 July 2021 and will be presented to Council at the August meeting. The Risk Management Strategy, Policy and Framework has been consolidated into one document and was reviewed by the Audit and Risk Committee on 19 July 2021. It will be presented to Council at the August meeting. The Revenue and Rating Plan was adopted at the June Council meeting. The majority of overdue policies are in the Assets and Operations area where a review is being undertaken to streamline some of the policies into an overarching manual.
Organisational Performance	Percentage of high risk audit recommendations outstanding compared to last reporting period	Number of high risk recommendations / number of high risk recommendations at last period x 100	<95%	100%				One high/major risk action. This relates to our Tree Policy. Trees Asset Management Plan and associated risks. The policy has been developed and requires a Community Consultation process. Council is currently recruiting for an Environment and Waste Officer who will undertake the assessment/coordination process for trees.

Asset Condition Inspections

Asset Class	% of condition assessment complete	Year Completed	Completion	Comments	Status
Road	100%	Oct-20	30-06-20	Sealed road inspection completed by IRMG. Unsealed road inspection completed by Road Inspector.	Sealed road condition assessment completed in 2020.
Footpath	100%	Sep-20		Inspection regime to be completed again in 2022.	Annual condition assessment completed in November 2019. Due again in November 2022. All data in AssetFinda.
Bridges	100%	August 2019		Inspection regime to be completed again in 2022.	Last level 2 assessment completed in 2015. Data in AssetFinda. Next inspection in 2021/22 FY subject to budget availability.
Buildings	100%	June 2020		Building valuations and condition assessments currently being undertaken and to be completed by 30 June 2020.	Building assessment completed in June 2020.
Fleet	60%		30-06-20	Condition assessment is not applicable for fleet assets. The replacement is based on utilisation and age.	Data validation for major assets completed. Minor plant validation work ongoing.

Risk Audit Report

Risk Register

AUDITOR'S NOTES

Register: Strategic Risk Register 2021 - 2024

Register: Strategic Risk Register 2021 - 2024					
	Register	Description	Impact	Likelihood	Risk Level
22	Strategic Risk Register 2021 - 2024	Innovation Risk	Failure to identify opportunities to find cost-effective solutions to improve efficiency within the organisation and longevity of our assets and infrastructure.Lack of investment or willingness to embrace innovation can lead to staff being unsatisfied and inability to retain high performing staff. Increased carbon emissions, increased waste.	2 : Unlikely	Low
Risk Consequences			Control Measures		
Area		Description	Type	Description	
Reputation		Minor : Reputation - Local Media Coverage	Administrative Controls	Implemented a Best of Breed ICT System incorporating Xero, Councilwise, Calxa, ApprovalMax, WorkflowMax, Happy HR (Key Pay Payroll), Workzone Application, Office 365 with PowerBI Dashboards. Electronic Purchase Orders, Electronic Timesheets.	
Financial		Minor : Financial - \$10k to \$299k			
People		Minor : People - Significant Medical Treatment, Staff Turnover.			
Service		Insignificant : Service - Minimal Disruption			
Legal and Compliance		Insignificant : Legal & Compliance - Minor Legal Issue or Breach	Substitution	Glass Crushing: Applied for a grant for a glass crushing machine to produce road-making materials. Will reduce disposal and road-making material costs. Aim to reduce the cost to ratepayers if do not require glass collection. Aiming for 2024 introduction.	
Management		Minor : Management - Director Attention (Days)			
			Substitution	Fogo Trial: Nine Councils with the lead Council NGS currently trialling the collection of organic matter locally with the aim of reducing green waste at landfills.	

	Register	Description	Impact	Likelihood	Risk Level
23	Strategic Risk Register 2021 - 2024	Corporate Governance, Compliance and Liability Risk	The risk that insiders (employees) won't act in the best interest of the Council. The risk that Council's services or corporate execution leads to legal liability issues. The risk of non-compliance with regulations and law. Consequences: Leading to poor culture, fraud, and corruption, integrity being compromised, reputational damage, loss of funding or inability to attract funding, dismissal of Council, administrators appointed. Legal proceedings and significant financial losses, investigations by integrity bodies and compromised health and safety of staff and community.	2 : Unlikely	Low
Risk Consequences			Control Measures		
Area	Description		Type	Description	
Legal and Compliance	Insignificant : Legal & Compliance - Minor Legal Issue or Breach		Administrative Controls	Policies and Procedures: Monitoring of Policies and Procedures via RelianSys Software. Regular Reporting to Leadership Team and Audit and Risk Committee.	
Management	Insignificant : Management - Manager Attention (Days)				
People	Minor : People - Significant Medical Treatment, Staff Turnover.		Administrative Controls	Employee Code of Conduct reviewed and updated annually.	
Service	Insignificant : Service - Minimal Disruption		Administrative Controls	Councillor Code of Conduct, reviewed and updated annually.	
Financial	Minor : Financial - \$10k to \$299k				
Reputation	Insignificant : Reputation - No Media Coverage		Engineering Controls	Organisational Wide Training - Online Learning Management System. A suite of training programs for staff to complete as induction and every two years thereafter.	
			Elimination	Internal Audit Program - RSD Auditors engaged.	
			Elimination	Audit and Risk Committee established and operating in accordance with Legislation and Charter.	
			Elimination	External Audit Program - Crowe appointed by VAGO as external auditors.	
			Administrative Controls	People and Safety Officer appointed to monitor and report OHS compliance across the organisation.	

	Register	Description	Impact	Likelihood	Risk Level
24	Strategic Risk Register 2021 - 2024	Strategy Execution and Change Management Risk	The risk that business strategy and execution will fail. Failure to deliver the Council Plan objectives.The risks associated with organisational change and Management to achieve organisational objectives. Consequences: Services to ratepayers compromised. Deterioration of assets and roadways. Financial losses and/or investment failures. Lack of staff buy-in, impacts negatively on culture. Investments not realised, financial losses.	2 : Unlikely	Medium
Risk Consequences			Control Measures		
Area		Description	Type	Description	
Reputation		Minor : Reputation - Local Media Coverage	Administrative Controls	Community Consultation & Council Plan - Council Plan being built on Community Expectations and Legislative Governance Requirements.	
Financial		Minor : Financial - \$10k to \$299k			
People		Moderate : People - Short Term Disability, Some Turn Over Key Staff.	Administrative Controls	Strategic Resource Plan and Long Term Financial Plan to be included in the Budget for 2021-22.	
Legal and Compliance		Moderate : Legal & Compliance - Breach of Regulation with Investigation and Financial Costs.	Administrative Controls	Workforce Plan to be implemented by 31 December 2021. Actively planning for the development of the plan.	
Service		Minor : Service - Some Disruption	Administrative Controls	Asset Management Plan - To be implemented by 30 June 2022. Council commencing the planning for this document.	
Management		Moderate : Management - Director Attention (Weeks)		Key Performance Indicators developed for all staff that ties back to the objectives within the Council Plan.	
				Reporting to Council and Audit and Risk Committee - Financial and Non-Financial Performance Reporting, KPI progress on Council Plan.	
				Council Report Template to report on Risk and Strategic Objective initiatives for all decision papers.	

	Register	Description	Impact	Likelihood	Risk Level
25	Strategic Risk Register 2021 - 2024	Security and Technology Risk	The risk that Council's technology strategy will fail and we will fall behind other Council's and benchmark performance KPI's. The risk of an information security/privacy incident. Information security can damage the reputation, cause compliance issues. Consequences: Loss of innovation. Financial loss, privacy compromised, business efficiencies not realised. OVIC Report (personal information data breach), legal action, negative media coverage and reputational damage.	2 : Unlikely	Low
Risk Consequences			Control Measures		
Area	Description		Type	Description	
Management	Insignificant : Management - Manager Attention (Days)		Administrative Controls	DWM-Milan Industries appointed as Yarriambiack Shire Councils ICT Contractors to manage and maintain security compliance of systems and hardware.	
Legal and Compliance	Insignificant : Legal & Compliance - Minor Legal Issue or Breach				
Service	Insignificant : Service - Minimal Disruption		Engineering Controls	Australian Cyber Security Centre - CHIPS Report - minimising the impact of third party data breaches. ACSC notifies the Victorian Government if there are vulnerabilities in systems. Council provides to Contractor to rectify and reduce risk.	
People	Insignificant : People - First Aid, Minor Treatment, No Staff Turnover				
Financial	Minor : Financial - \$10k to \$299k				
Reputation	Minor : Reputation - Local Media Coverage				
			Administrative Controls	Monthly and Quarterly Meetings with DWM - Milan Industries. Monitor issues, incidents, threats etc.	
			Substitution	Replaced ICT systems with Best of Breed concept to ensure greater governance and security compliance.	
			Substitution.	Replaced Council ICT Financial System with a Best of Breed Integrated System. Xero, ApprovalMax, WorkflowMax, Calxa, Happy HR, Key Pay, Asset Finda. Enhanced reporting and functionality with Officer 365 Power BI.	
			Administrative Controls	ICT, GIS and Business Transformation Strategy for the next five years developed and to be used as guiding documents to inform Councils investment in enhancing and maintaining Councils ICT environment.	

	Register	Description	Impact	Likelihood	Risk Level
26	Strategic Risk Register 2021 - 2024	Program and Project Risk	The risks associated with program/project delivery failures. Consequences: Financial loss. Occupational health and safety compromised. Council Plan objectives not realised. Community expectations not met. Funding revoked.	3 : Possible	Medium
Risk Consequences			Control Measures		
Area	Description		Type	Description	
Reputation	Minor : Reputation - Local Media Coverage		Administrative Controls	Project Management Framework adopted by Council.	
People	Minor : People - Significant Medical Treatment, Staff Turnover.		Administrative Controls	Budget Framework and Guidelines for 2021 - 2022 Financial Year adopted. Includes Mandate (business case template) and requirements to maintain the Priority Project list which identifies projects for future funding.	
Financial	Moderate : Financial - \$300 to \$999k			Review of Service Level Plans for Programs and Services currently being undertaken.	
Legal and Compliance	Minor : Legal & Compliance - Breach of Regulations and Costs Incurred, Litigation.		Administrative Controls	Review of Contractor Occupational Health and Safety requirements to be undertaken in 2021.	
Service	Minor : Service - Some Disruption		Administrative Controls	WorkflowMax Software implemented to manage and monitor Capital, Operational and Community projects.	
Management	Moderate : Management - Director Attention (Weeks)				

	Register	Description	Impact	Likelihood	Risk Level
27	Strategic Risk Register 2021 - 2024	Talent Management Risk	The risk of losing key talent to other Local Government Entities or Government Departments. Inability to attract high calibre staff to drive innovation and change. Consequences: Financial impact, loss of high calibre staff, high staff turnover, additional costs for training and development.	2 : Unlikely	Low
Risk Consequences			Control Measures		
Area		Description	Type	Description	
Legal and Compliance		Insignificant : Legal & Compliance - Minor Legal Issue or Breach	Administrative Controls	Enterprise Agreement - One of the highest-paid small rural Councils.	
Management		Insignificant : Management - Manager Attention (Days)			
Service		Insignificant : Service - Minimal Disruption			
People		Minor : People - Significant Medical Treatment, Staff Turnover.	Administrative Controls	Recruitment based on Merit. Processes and procedures that support this process to ensure the best candidate is employed.	
Reputation		Insignificant : Reputation - No Media Coverage	Administrative Controls	Flexible Work Arrangements offered to attract the best talent for positions.	
Financial		Insignificant : Financial - <10K	Administrative Controls	Significant investment in staff development and training via allocation in annual budget to ensure staff are provided with opportunities for growth and development.	
			Administrative Controls	Workforce Plan with Gender Equality Action plan to be adopted by 31 December 2021. This will address service delivery gaps, succession planning, skills gaps, and gender equity actions.	

	Register	Description	Impact	Likelihood	Risk Level
28	Strategic Risk Register 2021 - 2024	Financial Risk	Risks to the financial health of Council. For example, the risk that you'll be unable to raise sufficient capital to fund operations. Consequences: Government funding changes, Government reduces rate cap, inability to pay staff and contractors. Poor project management leading to overspending and significant financial losses.	3 : Possible	Medium
Risk Consequences			Control Measures		
Area	Description		Type	Description	
Reputation	Minor : Reputation - Local Media Coverage		Administrative Controls	Internal Audit Program - RSD Internal Auditors appointed who tests compliance with legislation and regulations governing a Local Government entity. Also tests against best practice guidelines.	
Financial	Moderate : Financial - \$300 to \$999k				
People	Minor : People - Significant Medical Treatment, Staff Turnover.		Administrative Controls	External Audit Program - Crowe Auditors appointed by VAGO to conduct Annual audit.	
Management	Minor : Management - Director Attention (Days)		Administrative Controls	Internal Auditing / Testing of Compliance - Director Business Strategy and Performance tests compliance of systems against legislative frameworks and integrity reports.	
Service	Moderate : Service - Cessation of One Service For A Few Months				
Legal and Compliance	Insignificant : Legal & Compliance - Minor Legal Issue or Breach		Administrative Controls	Appointment of People and Safety Officer to monitor compliance with legislation.	
			Administrative Controls	Financial Systems and Reports - Best of Breed System implemented to provide greater financial compliance and monitoring. Financial Reports developed and dashboards for greater compliance monitoring.	
			Elimination	Overdraft - maintained at \$3million to monitor cashflow and reduce risk of not having funds available to pay staff and contractors.	
			Administrative Controls	Grants and Funding Opportunities - Applied for and have been successful in receiving a significant amount of grants and funding opportunities to mitigate asset renewal financing risks.	
			Administrative Controls	Develop a Long Term Financial Plan, Revenue and Rating Plan and Budget to manage and plan for Council's financial viability.	

	Register	Description	Impact	Likelihood	Risk Level
29	Strategic Risk Register 2021 - 2024	Environmental Sustainability Risk	The risk of missing sustainability targets or non-compliance with environmental laws and regulations. Depletion of natural resources, inability to maintain an ecological balance. Environmental sustainability is a central theme of the principles and ethics of many Councils. Environmental sustainability is increasingly important to maintaining the reputation of a Council. Consequences: Damage to the environment leading to significant financial loss, reputational damage, regulatory body fines and/or prosecutions.	2 : Unlikely	Medium
Risk Consequences			Control Measures		
Area	Description		Type	Description	
Service	Minor : Service - Some Disruption		Administration Controls.	Financial provisions for landfills and quarries included in financial statements.	
Legal and Compliance	Minor : Legal & Compliance - Breach of Regulations and Costs Incurred, Litigation.			Environmental Management Systems considered during the evaluation process when procuring goods, services, and works from contractors and consultants.	
Management	Moderate : Management - Director Attention (Weeks)		Administrative Controls	Council is connected and has regular communications with Sustainability Vic, EPA, Grampians Central West Waste & Recovery Group (GCWWRRG). Council also provides guidance in compliance, legislation and future planning.	
People	Minor : People - Significant Medical Treatment, Staff Turnover.		Administrative Controls	Council undertakes promotion of Environmental and Educational Awareness Programs.	
Reputation	Minor : Reputation - Local Media Coverage			Qualified staff member engaged in Sustainability and Environment Officer position.	
Financial	Minor : Financial - \$10k to \$299k			Business Case / Mandate consideration for Environmental Impacts and scoring to reflect if the project will provide a positive, negative or neutral impact on the environment.	

	Register	Description	Impact	Likelihood	Risk Level
30	Strategic Risk Register 2021 - 2024	Reputational Risk	The risk of bad publicity or negative relationships with employees, ratepayers, partners, counterparties, and regulators. Reputational risk can be a serious threat to Councils. Consequences: Loss of talent and/or inability to recruit staff. Poor media coverage, damage to reputation within Community and across the state. Loss of funding opportunities.	2 : Unlikely	Low
Risk Consequences			Control Measures		
Area		Description	Type	Description	
Financial		Minor : Financial - \$10k to \$299k	Administrative Controls	Communications Consultant engaged to promote Councils activities, develop media releases and promote positive news stories.	
Reputation		Minor : Reputation - Local Media Coverage		Administrative Controls	Council actively strives to maintain a positive working relationship with Ministerial Representatives from both State and Federal Parliament in both the upper and lower houses.
People		Insignificant : People - First Aid, Minor Treatment, No Staff Turnover	Administrative Controls		Internal Controls implemented to detect and mitigate risks as they arise.
Service		Insignificant : Service - Minimal Disruption		Administrative Controls	Engage in deliberative community consultation for all matters where it will have an impact on the community.
Management		Minor : Management - Director Attention (Days)	Administrative Controls		Community engagement sessions held across the Shire to develop the Council Vision, Council Plan, and identify opportunities for potential funding opportunities based on Community needs. Provide feedback to the community on the information gathered and Councils future actions.
Legal and Compliance		Insignificant : Legal & Compliance - Minor Legal Issue or Breach			

	Register	Description	Impact	Likelihood	Risk Level
31	Strategic Risk Register 2021 - 2024	Political Risk	The risk that the political environment will turn hostile. Consequences: Lack of funding opportunities, financial losses, inability to maintain assets.	2 : Unlikely	Low
Risk Consequences			Control Measures		
Area		Description	Type	Description	
Legal and Compliance		Insignificant : Legal & Compliance - Minor Legal Issue or Breach	Administrative Controls	CEO and Mayor have a positive working relationship with State and Federal Government Ministers. Regular meetings and briefings in the region and have secured significant funding opportunities.	
Management		Minor : Management - Director Attention (Days)			
Service		Insignificant : Service - Minimal Disruption			
People		Insignificant : People - First Aid, Minor Treatment, No Staff Turnover			
Reputation		Minor : Reputation - Local Media Coverage			
Financial		Minor : Financial - \$10k to \$299k			

Reported by: Tammy Smith Report Date: 1/07/2021 11:08 AM

13.3 Flag Policy and Guidelines

Prepared by Bernardine Schilling, Manager Organisational Performance

SUMMARY

The purpose of the Flag Policy is to ensure that the flags displayed at the Yarriambiack Shire Council office are flown in accordance with the flag protocol as determined by the Australian Government; and establish guidelines for flying of flags which are significant to the Yarriambiack Shire Council community.

This policy applies to flying flags at the Yarriambiack Shire Council office, 34 Lyle Street, Warracknabeal, which includes three Ceremonial flag poles. The policy acknowledges and commits to fly flags in accordance with the Australian Government Flag Protocols.

RECOMMENDATION

That Council adopt the Flag Control Policy and Guidelines.

Moved Cr T Hamilton Seconded Cr K Kirk

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Flag Control Policy and Guidelines](#)

DISCUSSION

There are many benefits for Council in adopting a Flag Control Policy. It provides greater clarity about the principles and intent of flying flags. The Policy refers to the importance of observing flag protocols and respecting flags that are flown and what they represent.

RELEVANT LAW

The Flag Policy acknowledges that flags will be flown in accordance with the Australian Government Flag Protocols as outline in "Australian Flags – Part 2: The protocols for the appropriate use and the flying of the flag" or equivalent document as published by the Department of Prime Minister and Cabinet. The Protocols can be viewed at: <https://www.pmc.gov.au/government/australian-national-flag/australian-national-flag-protocols>

COUNCIL PLANS AND POLICIES

Council Plan – Objective of a Council – To ensure transparency and accountability in Council decision making.

RELATED COUNCIL DECISIONS

On 26 August 2020, Council adopted its Public Transparency Policy. This policy gives effect to the Public Transparency Principles outlines in section 58 of the Act and as outlined below:

MINUTES	Ordinary Meeting of Council
Issue Date: 28 July 2021	

- a) Council decision making processes must be transparent except when the Council is dealing with information that is confidential by virtue of this Act or any other Act;
- b) Council information must be publicly available unless;
 - (i) the information is confidential by virtue of this Act or any other Act; or
 - (ii) public availability of the information would be contrary to the public interest;
- c) Council information must be understandable and accessible to members of the municipal community;
- d) public awareness of the availability of Council information must be facilitated.

The objective of Council's Public Transparency Policy is to formalise its support for transparency in its decision-making processes and to promote public awareness of the availability of Council information.

OPTION

Option 1 – Adopt the Flag Policy as drafted. This option is recommended by Council as the policy provides clear guidance on flying flags at the Council office.

Option 2 – Proceed with current Flag Control Policy. This option is not recommended by Council as this would continue uncertainty and subjectivity in the order of flying three flags at the Council office.

SUSTAINABILITY IMPLICATIONS

Social Considerations: A benefit of the Flag Policy is that it provides community members greater clarity and certainty regarding how decisions are made about the flags Council flown at the Council office.

Environmental Implications: There are no significant environmental implications in adopting the Flag Policy.

Financial Implications: There are no significant financial implications adopting the Flag Policy.

COMMUNITY ENGAGEMENT

Direct community engagement has not been undertaken to draft the policy. The policy acknowledges the appropriate use and the flying of the flags" or equivalent document as published by the Department of Prime Minister and Cabinet. The proposed policy will be communicated via the Yarriambiack Shire Council website.- <https://yarriambiack.vic.gov.au/>

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.

Gender Impact Assessment (GIA)	Status
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.

MINUTES	Ordinary Meeting of Council
Issue Date: 28 July 2021	

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:

<i>Strategic Risk Description and Residual Risk Level</i>	<i>Action to Mitigate/Reduce Risk</i>	<i>Does Action maintain or reduce Residual Risk Level</i>
Reputational Risk - Residual Risk Level Low	There is reputational risk in not having a flag policy as this creates uncertainty and subjectivity in deciding which flags Council flies on prominent flag poles at the Council office. With a clear policy Council may prevent a breach of State or National protocols.	Maintains Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

The Flag Policy acknowledges that flags will be flown in accordance with the Australian Government Flag Protocols as outline in "Australian Flags – Part 2: The protocols for the appropriate use and the flying of the flag" or equivalent document as published by the Department of Prime Minister and Cabinet.

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.

MINUTES	Ordinary Meeting of Council
Issue Date: 28 July 2021	

Flag Control Policy and Guidelines

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

1 Objective

This policy identifies the basis upon which Council enables the flying of flags at the Yarriambiack Shire Council office. It also gives guidance with respect to flags flown as an expression of Council's governance responsibilities, including the requirements for the flying of flags at half-mast.

2 Responsibility

Responsibility for implementing this policy is with the Manager Organisational Performance. Direction from the Manager will be for the raising and lowering of the flag on various occasions.

3 Policy Statement and Scope

Flying the Australian Flag on Government Buildings

The Commonwealth Government has directed that the national flag be flown on its buildings during normal working hours on normal working days. This varies on days of mourning, when the flag is flown at half-mast and on days of national commemoration.

All organisations and individuals are encouraged to fly the Australian flag, particularly post offices and principal government buildings. It is important to observe correct protocol when flying the Australian National Flag. The flag should always be flown aloft and not used to cover a statue, monument, or plaque for an unveiling ceremony. It should not be used to cover a table or seat or to mask boxes, barriers or the space between floor and ground level on a dais or platform.

Currently Yarriambiack Shire Council flies the flag 24 hours per day and 7 days per week all year round. It is only moved to half-mast position on receipt of an email message which comes from Protocol & Special Events Branch – Department of Premier and Cabinet and on occasions such as Anzac Day and Remembrance Day or the passing of significant person.

Flying the Aboriginal and Torres Strait Islander Flag

Council flies both the Aboriginal and Torres Strait Islander flags along with the Australian flag. Council recognises the significance and diversity of culture within the community and is committed to learning and better understanding the attributes and variable that impact on Aboriginal communities and culture today.

All three flags are being flown from poles of the same height. The Australian National Flag is displayed on the flag pole to the far left (when looking at the building) with the other two flags to the right as per the Australian National Flag Protocols.

4 Flags are flown in the half-mast position as a sign of mourning.

Times when flags are flown at half-mast:

- a) Death of Sovereign (King or Queen) – from the time of the announcement of the death up to and including the funeral.
- b) Member of Royal Family dies.

Name Policy	This Document is Uncontrolled when Printed		Responsible Officer: Manager Organisational Performance	
Version: 2.0	Issue Date: 28 July 2021	Next Review: 28 July 2024	Page 1/ 3	

- c) Governor-General dies (or a former Governor-General).
- d) Distinguished Australian Citizen (as directed by Government).
- e) Death of Head of State of another country with which Australia has diplomatic relations (as directed by Government).
- f) On the death of a local citizen or on the day, or part of the day, of their funeral (eg a past Councillor).
- g) Anzac Day (25 April) Flag to be flown at half-mast until noon then raised to the peak.
- h) Remembrance Day (11 November) Flag should be flown at the top of the flagpole 8:00am to 10:30am then at half-mast 10:30am to 11:30am, after 11:30am raise to top of flagpole.

5 AUSTRALIAN NATIONAL FLAG GUIDELINES

The following guidelines apply to the Australian National Flag:

- a) The flag should be raised briskly and lowered ceremonially.
- b) The flag should be treated with the respect and dignity it deserves as the national emblem.
- c) The flag should not normally be flown in a position inferior to that of any other flag or ensign. Nor should its size be smaller than that of any other flag or ensign.
- d) In Australia, the Australian National flag takes precedence over all other national flags.
- e) The flag should always be flown aloft and free and not allowed to fall or lie on the ground.
- f) The flag should not be used to cover a statue, monument, or plaque for an unveiling ceremony; to cover a table or seat; to mask boxes, barriers or the space between floor and ground level on a dais or platform.
- g) When the flag is raised or lowered, or when it is carried past in a parade or review, all persons present should face the flag and remain silent. Those in uniform should salute.
- h) Do not fly the flag upside down, not even as a signal of distress.
- i) When the flag is presented, for example, as an illustration for commercial or advertising purposes:
 - i. it should be used in a dignified manner and reproduced accurately,
 - ii. it should not be defaced,
 - iii. it should not be covered by other objects, and
 - iv. all symbolic parts of it should be identifiable,
- j) The National flag may be displayed at night, but only when properly illuminated. Street lighting or outside house lighting may be adequate.

6 FLAG DISPOSAL

When a flag has worn out, it should be disposed of privately and in a dignified manner. Cutting into small unrecognisable pieces is one method. Beware of burning, as most modern flags are made from polyester which could be toxic when burnt.

7 Review of Policy

This policy is to undertake a review cycle every three years.

8 References

- a) *Equal Opportunity Act (2010)*
- b) *Human Rights Charter*
- c) Department of Prime Minister and Cabinet
<https://pmc.gov.au/government/australian-national-flag/australian-national-flag-protocols>

Council Approved Policy

Policy Adopted:	Ordinary Meeting 25 July 2018	Minute Book Page 27
Policy Reviewed:	Ordinary Meeting 28 July 2021	Minute Book Page 50

14 REPORTS FOR DECISION – DIRECTORATE ASSETS AND OPERATIONS

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

14.1 Capital Works Program 2020/2021 (July)

Prepared by Joel Turner, Manager Operations

RECOMMENDATION:

That the Capital Works Report as of July 2021 be received.

Moved Cr K Zanker Seconded Cr K Kirk

That the recommendation be adopted

Carried

[Attachment: Capital Works Program 2020/2021 July](#)

CWP 2020/21 June Report - Prepared by Joel Turner

Work Type	Job No.	Road Name	Length	Start to End	Reference Point	Construction date & Comments	Budgeted Cost	Cost to Date
Southern Gravel Resheets	1	Rattray Rd	900	00-900	00 at Stawell W'beal Rd	Dec (complete)	\$27,000.00	\$20,209.83
	2	Ailsa Wheat Rd	110	9750-9860	00 at Dimboola Minyip Rd	Dec/Jan (complete)	\$3,300.00	\$2,265.11
		Mellis Rd	5720	1000-6720	00 at Stawell W'beal Rd	Mar/Apr	\$171,600.00	\$0
	3	Mellis Rd	3060	13670-16730	00 at Stawell W'beal Rd	May (complete)	\$123,400.00	\$128,540.39
	4	Daveys rd	2600	3800-6400	00 at Donald Murtoa Road	Nov/Dec (complete)	\$78,000.00	\$48,929.13
		Longerenong Warracknabeal Rd	1700	13610-17000	00 at Wimmera Highway (between Horsham Minyip Rd - Daveys Rd)	Mar/Apr	\$51,000.00	\$0
	5	Wards Road	1770	00-1770	00 at Blue Ribbon Road - Fitzgerald Road	Oct/Nov (complete)	\$53,100.00	\$24,692.94
	6	Carron Rd	2630	8850-11480	00 Rupanyup Road	Jan/Feb (complete)	\$78,900.00	\$53,259.05
	7	Drillers Rd	970	00-970	00 at Yarriambiack Creek - Longerenong W'beal Road	Oct/Nov (complete)	\$29,100.00	\$7,616.97
	8	Nitschke Rd	1000	2630-3630	00 at Mellis Road	Jan/Feb (complete)	\$30,000.00	\$16,894.86
	9	Moloneys Rd	1040	17780-18820	00 at Borung Highway	Jan/Feb (complete)	\$31,200.00	\$14,196.85
	10	Wynne Rd	1200	1400-2620	00 at Schaches Road - Banyena Pimpinio Road	Oct/Nov (complete)	\$36,000.00	\$11,294.85
	11	Albrechts Rd	1280	00-1280	00 at Dimboola Minyip Rd	Mar/Apr (complete)	\$38,400.00	\$20,145.17
		Kewell School Rd	1880	5820-7700	00 at Donald Murtoa Road	Mar/Apr	\$56,400.00	\$0
	12	Florence rd	3180	00-3180	00 at Stawell Warracknabeal rd	Mar/Apr (complete)	\$95,400.00	\$54,257.49
	13	Lawler rd	1500	800-2300	00 at end of seal Boolite Sheep Hills rd – Lawler Carron rd	Mar/Apr (complete)	\$43,600.00	\$28,158.23
	14	Hewitts Rd	1850	00-1850	00 at W'beal Birchip Road	Mar/Apr (complete)	\$55,500.00	\$26,269.65
	15	Walders Road	1950	00-1950	00 at Watchem Warracknabeal Road -	Mar/Apr (complete)	\$58,500.00	\$40,927.55

Northern Gravel Resheets	1	Erhardts Rd	530	0-530	00 at Birchip Rainbow Rd	Jan/Feb (complete)	\$15,900.00	\$11,110.70
	2	Guleys Road	3490	00-3490	00 at Golf Hill Rd	Nov/Dec (complete)	\$104,700.00	\$57,400.01
	3	Kinkora Rd	1290	6030-7320	00 at Windy Ridge Rd	Aug/Sep (complete)	\$38,700.00	\$33,927.51
	4	Lascelles North Rd	1250	13280-14530	00 at Sea Lake Lascelles Rd	Mar/Apr (complete)	\$37,500.00	\$22,406.67
	5	Lascelles St (Rosebery)	180	300-480	00 at Oehm Street	July (complete)	\$5,400.00	\$4,793.31
	6	Maidavale Rd	480	0-480	00 at Henty Hwy	Aug/Sep (complete)	\$14,400.00	\$19,774.02
	7	Martins Road	1034	8936-9970	00 at Bangerang Rd	Mar/Apr (complete)	\$31,020.00	\$60,082.42
	8	McFarlanes Rd	1490	3700-5190	00 at Henty Hwy	Apr/May (complete)	\$44,700.00	\$30,379.76
	9	Roberts Rd 2	2000	1500-3500	00 at Sunraysia Hwy	Oct/Nov (complete)	\$60,000.00	\$38,066.15
	10	Rosebery East Rd	1455	11345-12800	00 at Henty Hwy	Mar/Apr (complete)	\$43,650.00	\$23,381.14
	11	Two Mile Rd	1020	4800-5820	00 at Henty Hwy	Jan/Feb (complete)	\$30,600.00	\$24,445.59
	12	Wardles Road East	1350	0-1350	00 at Sheep Hills Bangerang	Mar/Apr (complete)	\$40,500.00	\$13,416.41
	13	Frankel Rd	1340	0-1340	00 at Old Walpeup Rd	Mar/Apr (complete)	\$40,200.00	\$19,060.05
	14	Golf Hill Rd	390	7180-7570	00 at Henty Hwy	July (complete)	\$11,700.00	\$39,852.39
	15	Golf Hill Rd	1730	9320-11050	00 at Henty Hwy	July (complete)	\$51,900.00	\$19,096.24
	16	Lascelles East Rd	1000	9600-10600	00 at Sea Lake Lascelles Rd	Mar/Apr (complete)	\$30,000.00	\$29,886.24
	17	King Rd	2780	1240-4020	00 Geodetic Road	Mar/Apr (complete)	\$83,400.00	\$26,390.64
	18	Hancock Rd	200	00-200	00 at Geodetic Road	Oct/Nov (complete)	\$6,000.00	\$6,272.50
	19	Smiths Rd	2000	0-2000	00 at Elliot Rd	Jan/Feb (complete)	\$60,000.00	\$21,256.56
	20	McPhersons Rd	2030	10340-12370	00 at Henty Hwy	Jan/Feb (complete)	\$60,900.00	\$54,217.16
			58699			TOTAL	\$1,595,450.00	\$1,075,928.63

Hotmix	1	Golf Links Rd	50	Entrance from Henty hwy, hot mix up to railway line	Road ripped to pieces hot mix overlay will correct damage permanently	July (rolled to 2021/22)	\$14,700.00	\$0
	2	Hopetoun West, Hopetoun Yaapeet Intersection	50		Road intersection awkward to rehabilitate using council plant. Conditions requires rehabilitation hot mix will rectify. Contains many underground services.	July (rolled to 2021/22)	\$14,700.00	\$0
	3	Hopetoun Yaapeet-Yaapeet Kenmare Intersection	50		Road intersection awkward to rehabilitate using council plant. Conditions requires rehabilitation hot mix will rectify.	July (rolled to 2021/22)	\$14,700.00	\$0
	5	Warracknabeal Sheephills/Sheep hills Bangerang Intersection	80		Road intersection awkward to rehabilitate using council plant. Condition requires rehabilitation, hot mix will rectify.	July (rolled to 2021/22)	\$16,800.00	\$0
	6	R Learmonth Rd	360	2 Wimpak drives 30X6.4 each.	Road ripped to pieces hot mix overlay will correct damage permanently	Mar/Apr (rolled to 2021/22)	\$15,120.00	\$0

	7	Glenorchy Rd-Warranooke Rd Intersection	50			July (rolled to 2021/22)	\$16,800.00	\$0
	8	Simson Street	40	either side, centre of each driveway	Road awkward to rehabilitate using council plant. Condition requires rehabilitation, hot mix will rectify.	July (rolled to 2021/22)	\$6,720.00	\$0
			680	0	0		\$99,540.00	\$0
Shoulder Resheet	1	Minyip Dimboola Rd	1440	12770-14210	00 at Stawell W'beal Road	Aug/Sep (complete)	\$57,600.00	\$72,409.81
	2	Minyip Banyena Road	2215	00-2215	00 at Stawell W'beal Road	Oct/Nov (complete)	\$88,600.00	\$49,314.14
	3	Boolite Sheep Hills Road	1463	11267-12730	00 at Sheep Hills Minyip	Aug/Sep (complete)	\$58,520.00	\$100,725.66
	5	Blue Ribbon Road	2800	5450-8250	00 at Borung Highway	Aug/Sep (complete)	\$112,000.00	\$108,628.37
	6	Banyena Pimpinio Road	800	27400-28200	East of Railway Line, 00 at Banyena Silo Rd	Sep/Oct (complete)	\$32,000.00	\$7,328.74
	7	Sea Lake Lascelles Road	1140 3040	10124-11264 15100-18300	East of Gama-Sea-Lake Rd	Jan/Feb (complete)	\$121,600.00	\$23,303.52
	8	Centre Hill Road	1500	4840-6440	North from current resheet 00 at Hopetoun Sea Lake	Mar/Apr (complete)	\$60,000.00	\$11,817.54
	9	Ailsa Road	2010	9130-11140	00 at Borung Highway	July (complete)	\$80,400.00	\$39,220.27
	10	Aubrey Road	1690	1530-3220	00 at Jeparit Warracknabeal Road	Aug (complete)	\$67,600.00	\$93,057.38
	11	Aubrey Road	2515	11650-14165	00 at Jeparit Warracknabeal Road	Aug/Sep (complete)	\$100,600.00	As above (Combined)
	12	Blue Ribbon Road	1620	0-1620	00 at Borung Highway	July (complete)	\$64,800.00	\$141,593.98

	13	Blue Ribbon Road	2410	5450-7860	00 at Borung Highway	Aug/Sep (complete)	\$96,400.00	As above (combined)
	14	Gama Sea Lake Road	1425	3690-5115	00 at Sunraysia Highway	Jan/Feb (complete)	\$57,000.00	\$20,841.25
	15	Minyip Banyena Road	1080	2215-3295	00 at Stawell W'beal Road	July (complete)	\$43,200.00	\$51,782.48
	16	Minyip Rich Avon Road	994	14286-15280	00 at Stawell W'beal Road	July (complete)	\$39,760.00	\$22,800.00
			27002				\$1,080,080.00	\$538,089.43
Rural Rehab	1	Minyip Banyena Rd	2000	4800-new segment (last rehab towards Minyip)	Widening seal, road meets AADT requirements for a 6.6m seal and road condition requires rehabilitation.	Apr/May (90% complete)	\$396,000.00	\$372,981.30
	2	Rosebery Rainbow Rd	740	7650-8390	Road condition requires rehabilitation. 4m seal 8m pavement.	Jan/Feb (complete)	\$88,800.00	\$95,521.62
	3	Gama Sea Lake Rd	1680	8520-10200	Road condition requires rehabilitation. 4m seal 8m pavement.	Mar/Apr (complete)	\$201,600.00	\$194,650.00
	4	Banyena Pimpinio Rd	869	24380-25249	Widening seal, road meets AADT requirements for a 6.6m seal and road condition requires rehabilitation.	Oct/Nov (complete)	\$172,062.00	\$143,132.08
	5	Sea Lake Lascelles Rd	1000	12264-13264	Widening seal, road meets AADT requirements for a 6.6m seal and road condition requires rehabilitation.	Mar/Apr (90% complete)	\$200,000.00	\$179,839.63

	6	Glenorchy Rd	1810	3520-5330	Widening seal, road meets AADT requirements for a 6.6m seal and road condition requires rehabilitation.	Mar/Apr (90% complete)	\$358,000.00	\$286,181.69
	7	Hopetoun Yaapeet Rd	2000	16385-18385	Widening seal, road meets AADT requirements for a 6.6m seal and road condition requires rehabilitation.	Jan/Feb (complete)	\$396,000.00	\$292,419.20
	8	Warranooke rd	850	3900-4750	Road condition requires rehabilitation. 4m seal 8m pavement.	Mar/Apr (complete)	\$200,000.00	\$158,435.04
							\$2,012,462.00	\$1,723,160.56
Urban Rehab	1	Morris Street	200	Mills St - Church St		Aug/Sep (complete)	\$55,440.00	\$115,856.50
	2	Mill Street	700	Change (end of seal) - Stawell W'beal Rd		Oct/Nov (complete)	\$194,040.00	\$155,238.7
	3	Cemetery Rd	100		Car park in front of cemetery North side (in between two cemetery entrance)	Mar/Apr (complete)	\$22,500.00	\$26,422.00
	4	R Learmonth Rd	270		Stabilised from Wimpak through to South street along East side.	June (complete)	\$80,190.00	\$80,483.68
			1270				\$352,170.00	\$378,000.88

Footpath	1	Dodgshun st from Lascelles st to school and up to school, crossing landing on school side	200		Footpath leading to school and hospital made from old asphalt with large cracks needs replacing. Footpath hierarchy needs checking to ensure path is a high category.	Aug/Sep (complete)	\$42,600.00	\$49,050.60
	2	Munro St, Murtoa Hamilton street to school	350		Footpath leading to both schools, made of of asphalt large cracks and dangerous needs replacing. Footpath hierarchy needs checking to ensure path is a high category.	Oct/Nov (complete)	\$74,550.00	\$41,055.97
			550				\$117,150.00	\$90,106.57
Bridge	1	Minyip Banyena Rd Box Culverts	3.6m x 9m	5.5km from Stawell W'beal Road	00 at Stawell W'beal Road	Widening bridge to meet Australian Standards as it has deteriorated and requires urgent repair. Speed has been reduced. (complete)	\$100,000.00	\$83,170.00
							\$100,000.00	\$83,170.00
Reseal	1	Nandaly Tempy Rd	1610	0-1610	00 at Sunraysia Hwy	Nov/Dec (complete)	\$43,470.00	\$25,811.20
	2	Glenorchy Rd	579	5330-5909	00 at Wimmera Hwy	Nov/Dec (complete)	\$32,134.50	\$55,279.40
	3	Banyena Pimpinio Rd	1358	26834-28192	00 at Banyena Silo Road	Jan (complete)	\$101,850.00	\$26,510.37
	4	Dyer St	234	443-677	McIntosh Ave- Sweetman St	Mar/Apr (complete)	\$15,795.00	\$28,560.02
	5	Dyer St	304	1250-1554	Change - Wimmera Hwy	Mar/Apr	\$15,504.00	\$14,277.30
	6	Boolite-Sheephills Rd	2380	3310-5690	00 at Sheep Hills Minyip	Jan (complete)	\$66,045.00	\$42,182.32
	7	Duncan St	344	424-768	Breen Street-Comyn Street	Jan (complete)	\$21,328.00	\$20,037.52
	8	Friend St	200	00-200	Lake Street - Lloyd Street	Jan (complete)	\$12,750.00	\$11,152.96
	9	Webb St	193	35-228	Munro Street - Change	Jan (complete)	\$14,909.25	\$10,985.80
	10	Taylor St	107	406-513	Walter Street - North end	Mar/Apr (complete)	\$8,025.00	\$23,297.32
	11	Thomas St	524	00-524	Gardiner St - Franklin St	Nov/Dec (complete)	\$21,615.00	\$39,033.74

	12	Devereux St	242	357-599	Lyle to Woolcock	June	\$39,204.00	\$-
	13	Milbourne St	132	129-261	Jamouneau St - Scott St	Nov/Dec (complete)	\$5,445.00	\$15,173.72
	14	Gardiner St	231	00- 231	Anderson St- Scott St	Dec (complete)	\$19,057.50	\$46,535.02
	15	Minyip Rich Avon Rd	285	15610-15895	00 at Stawell Warracknabeal	Nov/Dec (complete)	\$7,908.75	\$14,430.64
	16	Turriff West Rd	520	00-520	00 at Sunraysia Highway	Nov/Dec (complete)	\$21,450.00	\$29,750.16
	17	Horsham Lubeck Rd	1410	12330-13740	00 at Stawell W'beal Rd	Nov/Dec (complete)	\$69,795.00	\$52,279.40
	18	Rupanyup Road	1800	Hepworth Road and Kent Road	00 at Donald Murtoa Rd	Nov/Dec (complete)	\$83,700.00	\$93,308.27
	20	Soldiers Ave	160	495-655	Change - Comyn Street	Jan (complete)	\$12,000.00	\$10,391.60
	21	Walter Str	81	200-281	Cromie St - Stewart St	Jan (complete)	\$3,341.25	\$7,375.00
	22	Gibson Str	938	00-938	Start to End	Jan (complete)	\$61,556.25	\$25,130.16
	23	Wood St	141	243-384	Dyer St - Cromie St	Jan (complete)	\$5,816.25	\$12,533.40
	24	Simpson Ave	212	0-212	Dyer St - Ron Lingham Drive	Mar/Apr (complete)	\$12,402.00	\$26,274.44
	25	Molyneaux St	288	00-288	Gardiner St - Arnold St	Nov/Dec (complete)	\$11,880.00	\$21,889.98
	26	McLean St	178	00-178	Start (Creek Side) - Hudgson St	Mar/Apr (complete)	\$9,211.50	\$7,593.32
	27	South St	125	00-125	-	June	\$6,375.00	\$0
	28	Boree St	187	0-187	Wychunga st - Quandong St	Nov/Dec (complete)	\$7,713.75	\$21,446.06
	29	Toole St	161	382-543	Austin St - Murdoch St	Mar/Apr (complete)	\$12,316.50	\$9,739.76
	30	Connolly Parade				June	\$5,000.00	\$6,921.25
	31	Myall St				June		\$8,594.64
	32	Brim West Rd				June		\$33,760.32
	33	Foundry St				June		\$10,743.59
	34	Gardner Street				June		\$46,535.02
	35	Harrison St				June		\$14,129.92
	36	Hopetoun Aerodrome Rd				June		\$69,726.80
	37	Kernot St				June		\$11,761.26
	38	Racecourse Rd				June		\$13,098.60
	39	Strachan St				June		\$10,960.00
	40	Yenolom St				June		\$12,582.80
	41	Mandeville St				June		\$29,447.73
	42	Jamouneau St				June		\$14,377.22

	43	Craig Ave				June		\$19,173.57
	44	Sheep Hills Warracknabeal Rd				June		\$41,331.08
	45	Glenorchy Rd				June		\$55,279.40
							\$686,515.50 + \$400,000.00	\$973,309.34
Kerbing	1	Petering Street	215	00-215	Mill St to Church St	July (rolled to 2021/22)	\$32,250.00	\$0
	2	Jamouneau Street	240	Woolcock St to Phillips St	Right side from Woolcock St towards Phillips St	July (rolled to 2021/22)	\$66,000.00	\$290.03
	3	Devereux Street	204			July (rolled to 2021/22)	\$100,000.00	\$0
	4	Bowman Street	25			July (rolled to 2021/22)	\$12,000.00	\$0
			684				\$210,250.00	\$290.03
Stabilisation	1	Carroll Street	202	370-572		June (complete)	\$22,725.00	\$33,346.36
	2	Ashens Jackson rd	300			June (complete)	\$74,250.00	\$71,621.53
			502				\$96,975.00	\$104,967.89

14.2 Permits issued by Assets and Operations Department – June 2021

RECOMMENDATION:

That Council note the permits issued by Council between 1 June 2021 and 30 June 2021.

Moved Cr K Kirk Seconded Cr C Heintze

That the recommendation be adopted

Carried

Reference No	Description	Address	Date of Issue
Building Permits			
BP18-21	Carport	Warracknabeal	1/6/2021
BP45-21	Extension to Dwelling	Warracknabeal	3/6/2021
BP34-21	Extension to Dwelling	Warracknabeal	16/6/2021
BP51-21	Garage	Warracknabeal	24/6/2021
BP56-21	Switchboard Room	Murra Warra	30/6/2021
Planning Permits			
TP26-21	Construction of Garage	Warracknabeal	23/06/2021
Road Reserve Works & Asset Protection Permits			
2021-15	Roadworks for stage 2 Murra Wurra Windfarm	Warracknabeal	7/6/2021
2021-16	Vehicle Crossing, Water Tapping & Sewer Extension	Warracknabeal	10/6/2021
2021-17	Fire Tank Installation	Rosebery West	30/6/2021

14.3 Request to Upgrade Cook Road, Speed

Prepared by Ram Upadhyaya, Manager Assets

SUMMARY

This report seeks direction from the Council regarding a recent request to upgrade Cook Road to all-weather access between Singletons Road and Sunraysia Highway (1.5 km). The road is currently classified as a secondary access road (RA6) with "formation only" construction and is inspected upon request only. The upgrade of this section will need an initial investment of around \$45,000 and ongoing maintenance costs for grading and cyclic gravel re-sheeting.

RECOMMENDATION

That Council:

1. Defer a decision on the submitted request until after the Road Hierarchy review community consultation has been completed.
2. Undertake a safety assessment on Cook Road / Sunraysia Hwy and Singletons Road / Sunraysia Hwy intersections

Moved Cr T Hamilton Seconded Cr K Zanker

That the recommendation be adopted

Carried

ATTACHMENTS

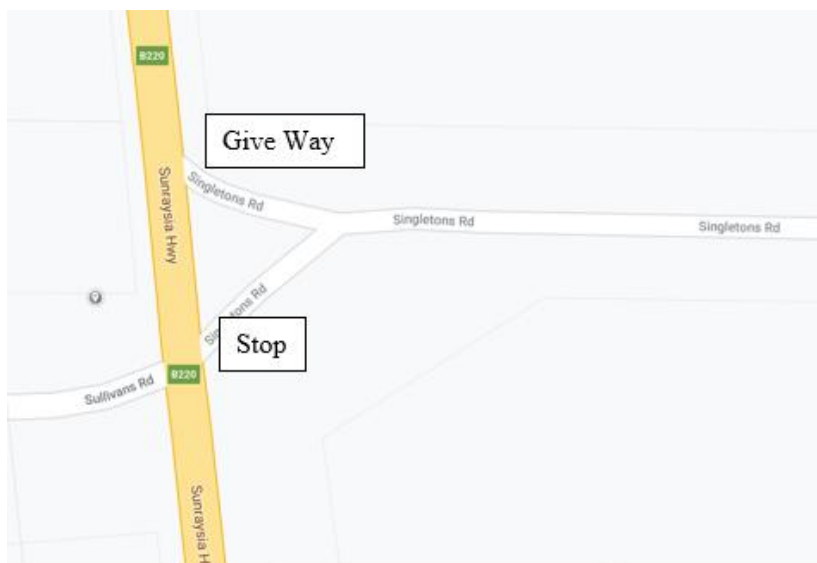
Nil

DISCUSSION

The letter regarding the upgrade of Cook Road between Singletons Road and Sunraysia Highway was received on 25 May 2021 from one of the farming enterprises in the Speed area. The letter requested the upgrade of the abovementioned section of road to an all-weather access gravel road.

The resident currently accesses their farm via Sunraysia Highway and Singletons Road and has expressed safety concern about the intersection of Singletons Road and Henty Highway. It is a Y-intersection with a "Give Way" sign on the Northern Leg and a "Stop" Sign on the Southern Leg.

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The requestor mentions that the safety issue is resulted due to the angle on the Southern leg of the intersection. This justifies the use of the "Stop" sign at this location. Furthermore, Council's Operations Manager has met with the customer to understand the issue and the realignment of the intersection has now been scheduled. Converting this Y intersection into a T intersection will significantly improve the safety of the intersection.

Cook Road is currently classified as secondary access road (RA6). Any road in this category is supposed to have the "formation only" made from existing material. To upgrade this road to an all-weather access road, Council will need to make an investment of about \$45,000 and lift the hierarchy to the RA2 category. Reclassification of this road to a higher category means the increased cost of routine inspection and cyclic renewal activities.

Furthermore, this road doesn't serve as direct access to any residential property and hence the upgrade of hierarchy to RA2 status could not be justified.

Currently the request to upgrade Cook Road doesn't meet Council's Road Hierarchy policy.

Reclassification of this road and its subsequent upgrade will create a problem in the future where we will get unsustainable numbers of requests for an upgrade.

The proposed requested location for upgrade is shown in the image below.

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Council would benefit in carrying out a road safety assessment on both intersections on the Southern end of Cook Road and the Western end of Singletons Road- Sunraysia Highway.

Council would also benefit waiting until the road hierarchy review has been conducted with the community, to achieve a better understanding of whats required in that area.

RELEVANT LAW

Local Government Act 2020

Road Management Act 2004

COUNCIL PLANS AND POLICIES

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

Objective 1: Good Governance

Objective 4: Planned future

RELATED COUNCIL DECISIONS

This is the first proposed report into the Council's ordinary meeting.

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OPTIONS -Proposed options when the report is submitted to Council for decision

Option 1:

- Realign the intersection of Singletons Road and Sunraysia Highway to make it a T intersection.
- Reject the request to upgrade and reclassify Cook Road.

Option 2:

- Realign the intersection of Singletons Road and Sunraysia Highway to make it a T intersection.
- Approve the request to upgrade and reclassify Cook Road at full cost to the requestor.

Option 3:

- Realign the intersection of Singletons Road and Sunraysia Highway to make it a T intersection.
- Approve the request to upgrade and reclassify Cook Road and the full cost of the upgrade to be covered by Yarriambiack Shire Council.

Option 4:

- Realign the intersection of Singletons Road and Sunraysia Highway to make it a T intersection.
- Reject the request to upgrade and reclassify Cook Road but categorise the road as a priority Maintenance road (RA6) (PM)

SUSTAINABILITY IMPLICATIONS

Financial: The additional cost to realign the T intersection will be charged to the road maintenance budget.

COMMUNITY ENGAGEMENT

No community consultation was undertaken for this report.

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.

Gender Impact Assessment (GIA)		Status
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	GIA – Not applicable	

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RISK

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

<i>Strategic Risk Description and Residual Risk Level</i>	<i>Action to Mitigate/Reduce Risk</i>	<i>Does Action maintain or reduce Residual Risk Level</i>
Program and Project Risk - Residual Risk Level Medium The safety issue at the intersection of Singletons Road and Sunraysia Highway.	Proper design and signage at the intersection will reduce this risk.	Reduces Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Yarriambiack Shire Council Road Management Plan 2016

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.

14.4 Upgrade of Lalor Street, Beulah

Prepared by Ram Upadhyaya

SUMMARY

This report seeks to get approval from the Council to upgrade the section of Lalor Street, Beulah between Deakin Street to access to Beulah Caravan Park to provide improved access to the Caravan Park. The proposal is to upgrade the road to a sealed status and to lift the hierarchy from UA5 (secondary access) to UA1 (primary access).

RECOMMENDATION

That Council:

- Commit to an initial investment of \$46,000 for the upgrade of this section of road.
- Approve the reclassification of Lalor Street, Beulah.

Moved Cr K Kirk Seconded Cr C Lehmann

That the recommendation be adopted

Carried

ATTACHMENTS

Nil

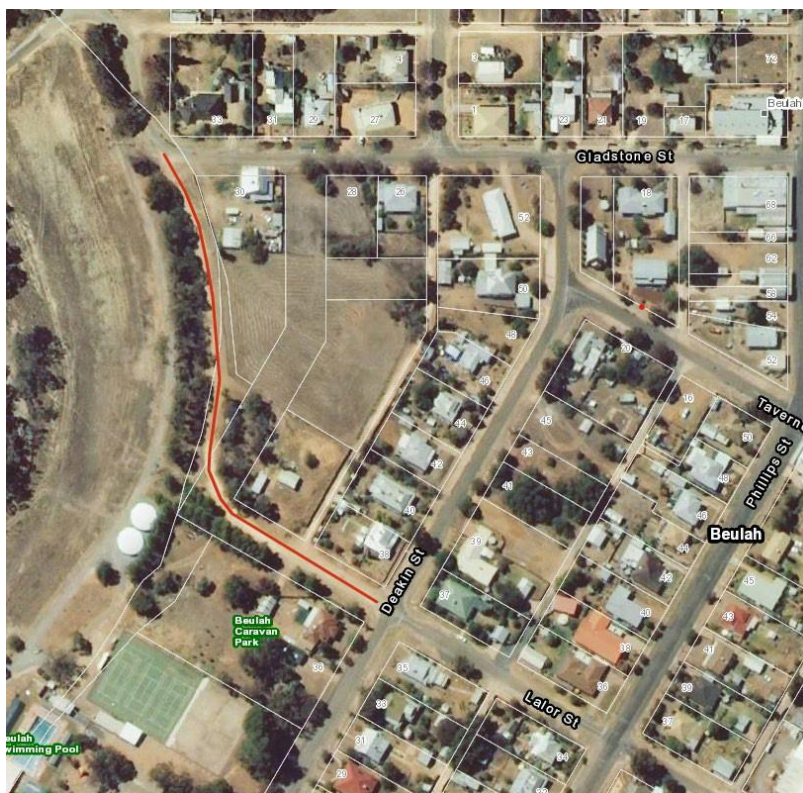
DISCUSSION

The Beulah Caravan Park experiences increased patronage during the peak season. The feedback received at the community consultation session in Beulah was that some of the Caravan drivers simply turn away just because the road is unsurfaced.

The road is currently classified as UA5 – Secondary Access. The primary access point for the Caravan Park is via Lalor Street and hence it is justifiable to uplift this section UA1 – Primary Access. Furthermore, the sealed surface to the driveway of the caravan park and around to Chadstone Street will attract more tourists to this town and the municipality and hence enhancing the economic development. As a result, the upgrade of the road to provide the sealed surface is justifiable as well.

Construction of a standard carriageway will require an initial capital investment of about \$46,000. The figure below shows the location of the proposed road section.

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RELEVANT LAW

Local Government Act
 2020 Road Management
 Act 2004

COUNCIL PLANS AND POLICIES

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

Objective 1: Good Governance

Objective 4: Planned future

RELATED COUNCIL DECISIONS

This is the first proposed report into the Council's ordinary meeting.

OPTIONS

Option 1 (recommended):

- Commit to an initial investment of \$46,000 for the upgrade of this section of road.
- Approve the reclassification of Laler Street, Beulah to UA1 – Primary Access.

Option 2:

- Reject the proposal to upgrade Laler Street Beulah but Change the classification of the road to a UA5 (PM) Priority Maintenance Road.

Option 3:

- Reject the proposal to upgrade and reclassify Laler Street, Beulah

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SUSTAINABILITY IMPLICATIONS

Economic: The project is likely to attract more tourists into the region and hence improving the economic development of the municipality.

Financial: Capital investment to be funded via capital upgrade program in 2022/23 financial year.

COMMUNITY ENGAGEMENT

A Community Consultation meeting highlighted the need for for better access to the caravan park.

GENDER IMPACT ASSESSMENT

Gender Impact Assessment (GIA)		Status
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; that directly and significantly impacts the public?		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:

Strategic Risk Description and Residual Risk Level	Action to Mitigate/Reduce Risk	Does Action maintain or reduce Residual Risk Level
Reputational Risk - Residual Risk Level Low	Following Council's due process for a community nominated project will reduce the risk.	Reduces Residual Risk Level
Program and Project Risk - Residual Risk Level Medium	Proper design and Project management will reduce this risk.	Reduces Residual Risk Level
Choose an item.		Choose an item.

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Road Management Act 2004

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.

MINUTES	Ordinary Meeting of Council
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15 REPORTS FOR DECISION – DIRECTORATE COMMUNITY DEVELOPMENT AND WELLBEING

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

15.1 Permits issued by Community Development and Wellbeing Department June 2021

RECOMMENDATION

That Council note the permits issued by Council between 1 June 2021 and 30 June 2021.

Moved Cr K Zanker Seconded Cr K Kirk

That the recommendation be adopted

Carried

Reference No	Name / Location	Description	Date of Issue
Local Laws Permits			
07-21	Speed	Keeping more than the allowed number of animals in township area	29/06/2021
Firewood collection Permits			
	Brim	Firewood Collection	4/6/2021
	Murtoa	Firewood Collection	4/6/2021
	Brim	Firewood Collection	6/6/2021
	Warracknabeal	Firewood Collection	11/6/2021
	Warracknabeal	Firewood Collection	18/6/2021
	Warracknabeal	Firewood Collection	21/6/2021
	Jung	Firewood Collection	21/6/2021
	Hopetoun	Firewood Collection	15/6/2021
	Murtoa	Firewood Collection	15/6/2021
Septic Tank Permits			

15.2 Disposal of Assets – Library Books, Audio Books, Magazines and DVD's Prepared by Gavin Blinman, Director Community Development and Wellbeing

SUMMARY

Yarriambiack Libraries remove (weed) 10% of the collection each year to ensure space for new items and remove outdated, rarely used, or irrelevant items. The items selected for removal could be due to age, relevance in the collection, outdated versions, or limited usage. The heavily stained or beyond repair items are removed from the collection and discarded in the waste removal.

There are approximately 14,000 titles in the 2021 library collection which equates to 1400 titles to be removed each financial year.

RECOMMENDATION

That Council

- a) Offer weeded library items to local Op Shops, community operated Second-hand Shops and community book exchanges located in the Shire.
- b) If the Op Shops, community operated Second-hand Shops and community book exchanges do not wish to accept all the weeded library items, they be sold via a Public Tender (Public Sale) process administered by the Procurement and Contracts Officer. The books for sale would be advertised via social media, our website and our regular local newspaper articles.
- c) No minimum value would be applied to the sale of the assets via the public sale process. The price would be determined by market demand and value.

Moved Cr T Hamilton Seconded Cr K Kirk

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment - Internal Memo 1st July 2021](#)

DISCUSSION

Items removed from the collection that are in usable condition could be donated to Op Shops or community operated Second-hand Shops located in the Shire. This would assist organisations to generate funds that are donated to other community groups who need the funds for projects or programs. Most Op Shops retail their books/DVDs at \$1-\$2 dollars per item. Op Shop's play an important role in the community by supplying goods at low cost, saving usable items from going to landfill and generating funds for their local community.

At times, Op Shops might not have space for these items and the books/DVDs could be sold via public notice from the library. In the past, the Wimmera Regional Library Corporation would have a book table located in the library where people could purchase them at low cost. This process would be administered by the Library Staff in conjunction with the Procurement and Contracts Officer.

RELEVANT LAW

Not applicable

MINUTES	Ordinary Meeting of Council
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COUNCIL PLANS AND POLICIES

Yarriambiack Shire Council Procurement Policy 26th August 2020

RELATED COUNCIL DECISIONS

Council decision: Warracknabeal Leisure centre gym equipment to Hopetoun NHH community gym. 15.2 Disposal of Assets – Gym Equipment, 26th May 2021

OPTIONS

Nil

SUSTAINABILITY IMPLICATIONS

Economic: Old stock low value

Social: Donation/sale of books for community benefit

Environmental: Not removing to waste bins reduces landfill

Financial: Library budget to replace 20% books each year

COMMUNITY ENGAGEMENT

Some consultation done with op shops

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.

Gender Impact Assessment (GIA)	Status
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	GIA – Not Applicable

RISK

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

Strategic Risk Description and Residual Risk Level	Action to Mitigate/Reduce Risk	Does Action maintain or reduce Residual Risk Level
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low	Ensuring transparent sale/disposal of council assets	Reduces Residual Risk Level
Financial Risk - Residual Risk Level Medium	Low financial risk by following procurement policy and public sale	Reduces Residual Risk Level

Reputational Risk - Residual Risk Level Low	Being transparent through council process reduces public perception of bias	Reduces Residual Risk Level
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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.

Internal Memo

To: **Jessie Holmes, Chief Executive Officer**

cc: Tammy Smith, Director Business Strategy and Performance
Helen Pollard, Procurement and Contracts Officer
Anita McFarlane, Manager Corporate Services
Marianne Ferguson, Manager Community Development

From: Gavin Blinman, Director Community Development and Wellbeing

Date: 1 July 2021

Re: **Disposal of Assets – Library Books, Audio Books, Magazines and DVD's**

Background

Yarriambiack Libraries remove (weed) 10% of the collection each year to ensure space for new items and remove outdated, rarely used, or irrelevant items. The items selected for removal could be due to age, relevance in the collection, outdated versions, or limited usage. The heavily stained or beyond repair items are removed from the collection and discarded in the waste removal. There is approximately 14,000 titles in the 2021 library collection which equates to 1400 titles to be removed each financial year.

In accordance with Council's Asset Lifecycle Policy the Chief Executive Officer has delegation to dispose of Plant and Equipment assets.

The procedure for any sale of surplus Council assets is subject to one of the following requirements:

- Trading the equipment to suppliers (testing that value for money has been achieved); or
- Obtaining expressions of interest from interested buyers; or
- Selective tender from an identified group of buyers; or
- Public tender –openly seeking buyers using the tender process (including third party provider); or
- Public auction - advertisement for auction through the local paper and, where appropriate, a paper circulating in the State, or procuring the services of an auctioneer.

The selection process is to give consideration to:

- The method likely to return the higher value net of disposal costs; and
- The current written down value (book value) of the asset; and
- Compliance with relevant statutory obligations. The sale of each item of plant and equipment is to be subject to a minimum reserve price to be approved by the Chief Executive Officer.

Discussion



Items removed from the collection that are in usable condition could be donated to Op Shops or community operated Secondhand Shops located in the Shire. This would assist organisations to generate funds that are usually donated to other community groups who need the funds for projects or programs. Most Op Shops retail their books/DVD's at \$1-\$2 dollars per item. Op Shop's play an important role in the community by supplying goods at low cost, saving usable items from going to landfill and generating funds for their local community.

At times, Op Shops might not have space for these items and the books/DVD's could be sold via public notice from the library. In the past, the Wimmera Regional Library Corporation would have a book table located in the library where people could purchase them at low cost. This process would be administered by the Library Staff in conjunction with the Procurement and Contracts Officer.

Recommendation

- a) That a recommendation to Council be made via a decision paper to offer weeded library items to local Op Shops and community operated Secondhand Shops located in the Shire.
- b) If the Op Shops and community operated Secondhand Shops do not wish to accept all the weeded library items, they be sold via a Public Tender (Public Sale) process administered by the Procurement and Contracts Officer. The books for sale would be advertised via social media, our website and our regular local newspaper articles. No minimum value be applied to the sale of the assets via the public sale process. The price would be determined by market demand and value.

APPROVED BY: JESSIE HOLMES CHIEF EXECUTIVE OFFICER

Signed:	
Date:	

Acknowledged by:

Gavin Blinman	Director		
Anita McFarlane	Manager		
Helen Pollard	Procurement and Contracts		
Tammy Smith	Director		

To be Actioned by:

Gavin Blinman, Director Community Development and Wellbeing:

- Develop and present Council recommendation paper.
- Provide detail to Helen Pollard for public tender process.

15.3 Lease of Council building, 75 Lascelles Street, Hopetoun by Gateway BEET Inc**Prepared by Gavin Blinman, Director Community Development and Wellbeing****SUMMARY**

The lease for Council's building in Hopetoun has expired and requires a renewal for Gateway BEET Inc to provide services to the Hopetoun community in the future.

RECOMMENDATION

That Council approves a new lease for 5 years at \$1 per year to Gateway BEET Inc in the old council office at 75 Lascelles Street Hopetoun.

Moved Cr K Kirk Seconded Cr K Zanker

That the recommendation be adopted

Carried**ATTACHMENTS**

[Attachment: Gateway BEET Lease](#)

DISCUSSION

Gateway BEET Inc has provided community support services in the Council offices at 75 Lascelles Street, Hopetoun for many years. With the previous lease now expired, Council, under the Local Government Act 2020 Part 5, Division 4, Section 115 is required to enter into a formal lease arrangement with community groups and agencies using council property.

Following discussions with the executive of Gateway BEET a lease has been drafted that covers all services and arrangements to ensure the Hopetoun community has ongoing Council and other services locally based.

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 April 2021 Lease 81 Scott st Warracknabeal

OPTIONS

This decision will enable community support services to continue at Hopetoun.

SUSTAINABILITY IMPLICATIONS

Economic: Council provides maintenance on the building

Social: Community support services provides Hopetoun with much needed local services

Environmental: Low impact

Financial: Council support Gateway BEET with an allocation for council services annually

MINUTES	Ordinary Meeting of Council
Issue Date: 28 July 2021	

COMMUNITY ENGAGEMENT

Extensive engagement with the Gateway BEET board was undertaken to ensure all parties approved the lease while still meeting council's Local Government act requirements.

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.

Complete the table below for Gender Impact Assessment Requirements.

Gender Impact Assessment (GIA)		Status
Does this Council report recommendation		
g) Introduce a new policy, program and/or service; or		YES <input checked="" type="checkbox"/> A GIA has been completed.
h) Is it a review of a policy, program and/or service;		NO <input type="checkbox"/> A GIA is not required.
that directly and significantly impacts the public?		
Link to Gender Impact Assessment Gateway Lease	GIA – Template 1-4	

RISK

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

Strategic Risk Description and Residual Risk Level	Action to Mitigate/Reduce Risk	Does Action maintain or reduce Residual Risk Level
Reputational Risk - Residual Risk Level Low	Providing access to Council services in remote end of shire improves perception of public toward council	Reduces Residual Risk Level
Financial Risk - Residual Risk Level Medium	Having an agency provide services may reduce costs for Council	Reduces Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Local Government Act 2020

ONFLICTS 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 –
Building Lease / Community**

YARRIAMBIACK SHIRE COUNCIL

and

**THE TENANT
GATEWAY BEET INCORPORATED**

LEASE: WHOLE OF BUILDING

Premises: *75 Lascelles st Hopetoun 3396*

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PARTIES

- 1 **YARRIAMBIACK SHIRE COUNCIL**
of 34 Lyle Street, Warracknabeal VIC 3393
("Landlord")
- 2 The person or persons set out in item 1 of Schedule 1
("Tenant") Gateway B.E.E.T Incorporated

RECITALS

- A The Landlord is the registered proprietor of the Premises.
- B [Yarriambiack Shire Council] 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 "**Authorised Officer**" in the case of either party means a person appointed by that party to act on its behalf under this lease.
- 1.2 "**Building**" means the building described in item 6.1 of Schedule 1.
- 1.3 "**Commencement Date**" means the date set out in item 2 of Schedule 1.
- 1.4 "**Common Areas**" means those parts of the Building which are made available by the Landlord for the common use of all occupiers of the Building, including the Landlord, as marked on the plan in Schedule 2 (if any).
- 1.5 "**CPI**" means:
- 1.5.1 the Consumer Price Index (All Groups) Melbourne; or
 - 1.5.2 if that index is suspended or discontinued and another index is substituted by the Australian Statistician, that index; or
 - 1.5.3 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.
- 1.6 "**Default Event**" has the meaning given to it in clause 20.1.
- 1.7 "**Essential Safety Measures**" means essential safety measures as defined in the Regulations and that are within the Premises or Building.

- 1.8 **"Expiry Date"** means the last day of the Term and is the date set out in item 3 of Schedule 1.
- 1.9 **"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.
- 1.10 **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.11 **"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.
- 1.12 **"Land"** means the land described in item 6.2 of Schedule 1.
- 1.13 **"Landlord's Property"** means anything in the Premises at any time during the Term which is not the Tenant's Property.
- 1.14 **"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.
- 1.15 **"Maintenance Schedule"** means the maintenance schedule set out in Schedule 4.
- 1.16 **"Permitted Use"** means the use described in item 5 of Schedule 1.
- 1.17 **"Personal Information"** means personal information as defined in the *Information Privacy Act 2000* (Vic).
- 1.18 **"Premises"** means the premises described in item 7 of Schedule 1 and includes the Landlord's Property within the Premises.
- 1.19 **"Rates and Taxes"** means all rates, assessments, levies and other charges payable in connection with the Premises, Building and Land, and 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.
- 1.20 **"Regulations"** means the *Building Regulations 2006* (Vic) and any amendment to or replacement of those regulations.
- 1.21 **"Rent"** means the amount specified in item 8 of Schedule 1, and as revised in accordance with this lease.
- 1.22 **"Rent Review Date"** means each of the dates specified in item 10 of Schedule 1.
- 1.23 **"Review Period"** means the review period following each Rent Review Date until the next Rent Review Date or until the end of this lease.
- 1.24 **"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.
- 1.25 **"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.
- 1.26 **"Taxable Supply"** means a taxable supply within the meaning of the GST Act.
- 1.27 **"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.

- 1.28 **"Tenant's Agents"** means the members, employees, agents, contractors, customers, invitees and tenants of the Tenant.
- 1.29 **"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.
- 1.30 **"Tenant's Proportion"** means the Tenant's share of the Rates and Taxes which is calculated in accordance with item **Error! Reference source not found.** of Schedule 1.
- 1.31 **"Term"** means the duration of this lease as set out in item 4 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);
- 2.1.3 any special conditions in item 15 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 BUILDING

The Landlord grants the Tenant a lease to use the building for office administration, agency support and short-term hire to community groups. The Tenant has the right to use the courtyard for community events in consultation with the landlord. The Landlord reserves the right to use agreed sections of premises for a public library and meetings.

4 PAYMENTS BY TENANT

4.1 Rent

- 4.1.1 The Tenant must pay the Rent without any deduction, counterclaim or set-off:
 - (a) to the Landlord at the Landlord's address specified in this lease, or as the Landlord directs.

4.2 Rates and Taxes

The Tenant must:

4.2.1 N/A

4.3 Services

4.3.1 The Tenant must pay all, charges and consumption costs for electricity and telecommunications services, supplied to the Premises as and when they fall due.

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.

5 RENT REVIEW

5.1 Market Review

If item 10 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**"); and

(b) is qualified as a valuer of premises similar to the Premises.

5.1.5 If the parties cannot agree upon a valuer within 21 days after the date of the Tenant's notice 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 the Tenant's Property and installations and all improvements made without obligation by the Tenant to the Premises;
- (i) ignore any poor condition of the Premises which has resulted from a breach of this lease by the Tenant;
- (j) 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 24 days allowed for submissions by the parties; and
- (k) 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 the Small Business Commissioner 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.

5.2 **Percentage Increase**

If item 10 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 10.

5.3 **CPI Review**

If item 10 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 **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 2% higher than the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983*.

9 **USE OF PREMISES**

The Tenant must:

- 9.1 use the Premises for the Permitted Use
- 9.2 not use the Premises for any illegal purpose or activity;
- 9.3 not use the Premises as a residence or allow anyone to sleep in the Premises;
- 9.4 not sell or distribute any tobacco products from the Premises;
- 9.5 must not apply for a liquor licence without first obtaining the Landlord's consent, and must not permit the sale of any intoxicating liquor at the Premises unless the Tenant holds a liquor licence;
- 9.6 not install or operate vending or amusement machines in the Premises;
- 9.7 not allow gambling of any kind at the Premises;
- 9.8 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;
- 9.9 not burn rubbish in the Premises or Building;
- 9.10 not use any lavatories, grease traps, drains or other sanitary facilities for any purpose other than that for which they were designed;
- 9.11 not bring, allow or permit any animal or pet on the Premises other than guide dogs, except if the Landlord gives prior consent;
- 9.12 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;
- 9.13 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;
- 9.14 take all precautions required by law against fire and comply with all regulations and directions of any authority in relation to fire prevention;
- 9.15 not without the Landlord's prior written consent, store or use any dangerous, toxic, explosive or inflammable substances in the Premises or Building;
- 9.16 at its own expense, comply on time with all laws, legal requirements and requirements of any authority concerning the Premises and the use and occupation of the Premises. 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;
- 9.17 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;
- 9.18 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;
- 9.19 comply with the following requirements in relation to any outdoor area (including any outdoor playing area) which forms part of the Premises:

- 9.19.1 not bring any soil, sand, or tan bark or similar product onto the Premises unless approved in advance by the Landlord in writing;
- 9.19.2 not plant any vegetable gardens at the Premises other than in separate planter boxes or pots; and
- 9.19.3 not allow any digging at the Premises without the Landlord's written approval;
- 9.20 comply with any Building rules in force from time to time that are notified in writing by the Landlord to the Tenant; and
- 9.21 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, Building or areas near the Premises.

10 SECURITY

10.1 Tenant to protect Premises

- 10.1.1 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..

10.2 Keys and Security

The Landlord will allocate keys to the Tenant to allow access to the Building. The Tenant must maintain a current list of those persons retaining keys for the Building and provide the Landlord with this list at the commencement of the lease and whenever requested by the landlord.

11 LICENCES

- 11.1 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.
- 11.2 If the Tenant obtains any licence, permit or consent pursuant to clause 11.1, the Tenant must immediately provide a copy of such licence, permit or consent to the Landlord.

12 TENANT'S OBLIGATIONS CONCERNING INSURANCE

12.1 Tenant to maintain insurance

The Tenant must take out and maintain insurance for:

- 12.1.1 public liability in the joint names of the Tenant and Landlord for an amount of not less than the amount set out in item 11 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;
- 12.1.2 the Tenant's Property, contents and any fitout of the Premises against loss, damage or destruction by any cause;
- 12.1.3 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

- 12.1.4 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 at any time upon request by the Landlord.

12.2 **Tenant not to prejudice insurance**

The Tenant must not do anything on the Premises or otherwise which:

- 12.2.1 may cause any insurance policy (taken out under this lease or otherwise) to become void or voidable; or
- 12.2.2 may cause any claim on any insurance policy (taken out under this lease or otherwise) being rejected or a premium to be increased.

12.3 **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).

12.4 **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.

13 **MAINTENANCE OF PREMISES AND ALTERATIONS**

13.1 **Tenant to maintain**

Except for fair wear and tear and subject to clause 13.2 and clause 13.5, the Tenant must keep the Premises and the Landlord's Property in the same condition as at the Start Of The Lease and in good working order, properly cleaned, repaired and maintained.

13.2 **Maintenance Schedule**

- 13.2.1 If a Maintenance Schedule is attached to this lease then, subject to clause 13.5, the Tenant and the Landlord must comply with their respective obligations set out in the Maintenance Schedule at their own cost using registered and qualified tradespeople.
- 13.2.2 Despite any other provision of this lease, the Tenant is responsible for and must promptly carry out any repairs and maintenance required to the Premises or Building because of damage caused by the act, omission or default of the Tenant or the Tenant's Agents (except for fair wear and tear).
- 13.2.3 All repair or maintenance requests by the Tenant need to be sent in writing to the Landlord (unless the matter is urgent or in an emergency) detailing:
- (a) the type of repair or maintenance required;
 - (b) who is making the request (including the name of the person and contact details); and
 - (c) where the damage is located.

- 13.2.4 In the case of an emergency, if reasonably practicable, the Tenant must contact one of the Landlord's nominated contractors directly and must then notify the Landlord as soon as practicable.

13.3 **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.

13.4 **Tenant to report damage**

The Tenant must:

- 13.4.1 promptly report to the Landlord any damage to or defect in the Premises or Building, or any defective windows, lights, doors, locks and fastenings; and
- 13.4.2 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.

13.5 **Limitations on obligations**

Despite any term of this Lease, the Tenant is not obliged to:

- 13.5.1 carry out structural or capital repairs or alterations to the Premises or the Building other than where such repairs or alterations are required:
- (a) pursuant to the Maintenance Schedule (if any);
 - (b) because of the Tenant's specific use of the Premises, or the nature, location or use of the Tenant's Property; or
 - (c) because of damage caused by the act, omission or default of the Tenant or the Tenant's Agents,
- in which cases such repairs or alterations will be the responsibility of, and at the cost of, the Tenant; or
- 13.5.2 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 or omission by the Tenant or any of the Tenant's Agents.

13.6 **Essential Safety Measures - Tenant's obligations**

The Tenant must:

- 13.6.1 not interfere with, alter or limit the operation or effectiveness of any Essential Safety Measure;
- 13.6.2 immediately advise the Landlord and confirm in writing any alteration, breakdown or theft of or damage to any Essential Safety Measure;
- 13.6.3 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;

- 13.6.4 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;
- 13.6.5 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
- 13.6.6 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.

13.7 **Alterations to Premises**

- 13.7.1 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) interfere with or alter any Essential Safety Measure,
 ("**Works**").
- 13.7.2 In considering whether or not to approve any Works under clause 13.7.1:
 - (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.

13.7.3 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.

13.7.4 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.

13.7.5 The Tenant must promptly pay when requested all reasonable costs incurred by:

- (a) the Landlord in employing external consultants pursuant to clause 13.7.2(a); and
- (b) the Landlord in remedying any breach by the Tenant of its obligations under this clause 13.6.

14 ASSIGNMENT AND SUBLETTING

14.1 Consent of Landlord

The Tenant must not:

- 14.1.1 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;
- 14.1.2 The tenant will maintain a list of agencies that hire or sublease the building and produce this for landlords review annually.
- 14.1.3 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.

14.2 Deemed assignment

Where the Tenant is a corporation, any circumstances which result in any person or group of persons who:

- 14.2.1 control the composition of the board of directors

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 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.

16 OCCUPATIONAL HEALTH AND SAFETY

16.1 The Tenant must:

- 16.1.1 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;
- 16.1.2 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;
- 16.1.3 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
- 16.1.4 allow the Landlord access to the Premises at any time upon reasonable notice to conduct safety audits of the Premises.

17 TENANT'S OBLIGATIONS AT END OF LEASE

17.1 Vacating the Premises

At the end of this lease, the Tenant must:

- 17.1.1 vacate the Premises and leave the Premises in the condition in which the Tenant must keep them under this lease;
- 17.1.2 if required by the Landlord and to the extent required by the Landlord (at its sole discretion), remove any fixtures or improvements to the Premises (including any Works carried out under clause 13.7.1, and any signs, notices or advertisements placed in or near the Premises). If the Landlord does not require the Tenant to remove any fixtures or improvements under this clause, such fixtures and improvements will become the property of the Landlord at the end of this lease;
- 17.1.3 remove all of the Tenant's Property from the Premises (except any fixtures or improvements, the removal of which is to be dealt with under clause 17.1.2);
- 17.1.4 repair any damage caused by the Tenant complying with its obligations under this clause (including any necessary repainting of walls); and
- 17.1.5 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.

17.2 Tenant's Property left on Premises

Any of the Tenant's Property 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 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.

19 LANDLORD'S RIGHTS

19.1 Right to enter

The Landlord or any person authorised by the Landlord may enter the Premises at reasonable times:

- 19.1.1 to inspect, maintain, repair or alter the Premises, subject to reasonable notice; and
- 19.1.2 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.

20 DEFAULT BY TENANT

20.1 Default Event

A Default Event occurs if:

- 20.1.1 the Tenant does not pay any money as required under this lease whether or not demand has been made;

- 20.1.2 the Tenant does not comply with any other obligation under this lease;
- 20.1.3 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;
- 20.1.4 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
- 20.1.5 the Tenant enters into a scheme of arrangement or composition with, or assignment for the benefit of, any of the Tenant's creditors.

20.2 **Landlord's right to end lease**

If a Default Event occurs, the Landlord may:

- 20.2.1 end this lease by re-entering the Premises without notice or, if required by law, with notice; or
- 20.2.2 end this lease by notice to the Tenant.

20.3 **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:

- 20.3.1 the Tenant must remedy the breach if it is capable of remedy; and
- 20.3.2 make reasonable compensation in money to the Landlord's satisfaction for the breach.

20.4 **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.

21 ESSENTIAL TERMS

21.1 Essential terms

The following Tenant's obligations are essential terms of this lease:

- 21.1.1 the obligation to pay money; and
- 21.1.2 without limitation, the obligations under clause 4 (Payments), 6 (Goods and Services Tax), 9 (Use of Premises), 10 (Security), 11 (Licences), 12 (Tenant's obligations concerning insurance), 13 (Maintenance of Premises and Alterations), 20 (Assignment and subletting) and 22 (Occupational Health and Safety).

However, this clause does not prevent any other obligation under this lease being an essential term.

21.2 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.

22 MITIGATION OF DAMAGES

22.1 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.

22.2 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.

23 DAMAGE TO PREMISES

23.1 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.

23.2 Where Landlord's notice not given

If the Landlord does not serve any notice under clause 23.1 within the required time:

- 23.2.1 if the Premises are partly, but not substantially destroyed, then subject to clause 23.5 the Landlord must reinstate the Premises as soon as reasonably practicable; and
- 23.2.2 if the Premises are wholly or substantially destroyed, the Landlord is not obliged to reinstate the Premises, but (subject to clause 23.5) 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.

23.3 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 23.5) may end this lease by giving the other written notice at any time before the reinstatement is completed.

23.4 Abatement of Rent

Subject to clause 23.5, 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.

23.5 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:

23.5.1 the Tenant is not entitled to any suspension of Rent under clause 23.4 or to end this lease under clause 23.2.2 or clause 23.3; and

23.5.2 the Landlord is not obliged to reinstate the Premises under clause 23.2.1.

23.6 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.

24 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.

25 HOLDING OVER

If the Tenant remains in possession of the Premises without objection by the Landlord after the end of the Term:

25.1 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;

25.2 either party may end the tenancy by giving one month's written notice to the other at any time;

25.3 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

25.4 the Landlord may increase the monthly rent at any time by giving the Tenant one month's written notice.

26 OPTION FOR FURTHER TERM**26.1 Conditions for exercise of option**

The Landlord must renew this lease, for the further term or terms stated in item 12 of Schedule 1 if:

- 26.1.1 there is no unremedied breach of this lease by the Tenant of which the Landlord has given the Tenant written notice;
- 26.1.2 the Tenant has not persistently committed breaches of this lease of which the Landlord has given notice during the Term; and
- 26.1.3 the Tenant has requested the renewal in writing not more than 12 months nor less than 6 months before the end of the Term. The latest date for exercising the option is stated in item 13 of Schedule 1.

26.2 **Conditions for renewed lease**

The renewed lease:

- 26.2.1 starts on the day after this lease ends;
- 26.2.2 has a starting rent as set out in item 10 of Schedule 1; and
- 26.2.3 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 12 of Schedule 1 has been exercised.

27 **RELEASE AND INDEMNITY**

27.1 **Tenant's risk**

The Tenant occupies and uses the Premises, Building and Land at the Tenant's own risk.

27.2 **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, Building and Land by the Tenant or any of the Tenant's Agents, including:

- 27.2.1 any claim made by any person for injury, loss or damage arising in any manner;
- 27.2.2 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
- 27.2.3 any loss, damage, injury or illness sustained or incurred by the Tenant or any of the Tenant's Agents.

27.3 **Restrictions on release and indemnity**

The releases and indemnities in clause 27.2 do not apply to:

- 27.3.1 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
- 27.3.2 any breach of this lease by the Landlord.

27.4 **No claim for compensation**

The Tenant and any other person claiming rights under this lease releases the Landlord from any claim for compensation for:

- 27.4.1 the failure of any equipment or machinery in the Premises; and

- 27.4.2 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.

28 LANDLORD'S EXERCISE OF RIGHTS

28.1 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.

28.2 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.

28.3 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.

29 DISPUTES

29.1 Application

29.1.1 This clause 29 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.

29.2 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.

29.3 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:

- 29.3.1 a party may start mediation by serving notice on the other party;
- 29.3.2 the notice must state that a dispute has arisen and identify what the dispute is;
- 29.3.3 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;
- 29.3.4 once the mediator has accepted the appointment, the parties must comply with the mediator's instructions; and

- 29.3.5 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 29 where to do so means that a limitation period for a cause of action relevant to the issues in dispute will expire.

29.4 **Charges**

The mediator may fix the charges for the mediation which must be paid equally by the parties.

29.5 **Settlement of dispute**

If the dispute is settled, all parties must sign the terms of agreement and those terms are binding on the parties.

29.6 **Confidential**

The mediation is confidential and:

29.6.1 statements made by the mediator or the parties; and

29.6.2 discussions between the participants to the mediation,

before, after or during the mediation, cannot be used in any legal proceedings.

29.7 **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.

29.8 **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.

29.9 **Legal representation**

Each party may be represented at the mediation by a legal practitioner or legal practitioners of its choice.

30 **APPROVALS AND CONSENTS**

- 30.1 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.

- 30.2 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* 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.

31 **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.

32 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.

33 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.

34 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.

35 PAYMENTS**35.1 No set-off**

The Tenant must make payments under this lease punctually without set-off, counterclaim or deduction.

35.2 No demand required

Unless this lease provides otherwise, the Landlord need not demand any amount payable by the Tenant under this lease.

36 FURTHER ASSURANCES

If the Landlord requests, the Tenant must:

- 36.1 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
- 36.2 use its best endeavours to cause relevant third parties to do likewise to bind every person intended to be bound under this lease.

37 PRIOR BREACHES AND OBLIGATIONS

The ending of this lease does not affect:

- 37.1 the Landlord's rights in respect of a breach of this lease by the Tenant before the end of this lease; or
- 37.2 the Tenant's obligation to make any payment under this lease before the expiry or termination.

38 GOVERNING LAW

This lease is governed by the laws of Victoria.

39 WAIVER AND VARIATION**39.1 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.

39.2 **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:

39.2.1 a breach by the Tenant of the same or any other provision; or

39.2.2 the future exercise by the Landlord of that right.

39.3 **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.

40 **NOTICES**

40.1 **Giving notice**

Subject to clause 40.4, 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:

40.1.1 in writing and signed by or on behalf of the party giving it.

40.1.2 directed to the recipient's address, email address specified in item 14 of Schedule 1, as varied by any notice; and

40.1.3 hand delivered or sent by prepaid post to that address or sent by email to that email address.

40.2 **Receipt of notice**

A notice given in accordance with clause 40.1 is taken to be received by the recipient:

40.2.1 if hand delivered, on delivery;

40.2.2 if sent by prepaid post, 3 Business Days after the date of posting;

40.2.3 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 on the next Business Day.

40.3 **Signing of notice**

A notice given under this lease is sufficiently signed if:

40.3.1 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

40.3.2 in the case of an individual, it is signed by the individual.

40.4 **Other modes of service permitted**

The provisions of this clause are in addition to any other mode of service permitted by law.

41 SEVERANCE

41.1 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.

41.2 Severance

If, despite the application of clause 41.1, a provision of this lease is illegal or unenforceable:

41.2.1 if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are omitted; and

41.2.2 in any other case, the whole provision is omitted,

and the remainder of this lease continues in force.

42 ACTS OF TENANT'S AGENTS

If this lease:

42.1 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

42.2 requires the Tenant to do a thing, the Tenant must ensure that the Tenant's Agents do that thing.

43 ENTIRE AGREEMENT

The Tenant acknowledges that:

43.1 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;

43.2 no information, representation or warranty has been relied upon; and

43.3 this lease constitutes the entire agreement between the parties concerning the Premises and supersedes all previous negotiations and agreements.

44 INTERPRETATION

In this lease, unless the contrary intention appears:

44.1 if there is an inconsistency between a special condition in item 15 of Schedule 1 and another provision of this lease, the special condition prevails;

44.2 the singular includes the plural and vice versa;

44.3 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;

44.4 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

44.5 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

- 44.6 words importing one gender include other genders;
- 44.7 other grammatical forms of defined words or expressions have corresponding meanings;
- 44.8 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 44.8.1 two or more parties; or
 - 44.8.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 44.9 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;
- 44.10 a recital, schedule, annexure or description of the parties forms part of this lease;
- 44.11 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;
- 44.12 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;
- 44.13 all monetary amounts are in Australian dollars;
- 44.14 a party that is a trustee is bound both personally and in its capacity as trustee;
- 44.15 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
- 44.16 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**

1	TENANT: (Clause 1.27)	<i>Gateway B.E.E.T Incorporated of 75 Lascelles st Hopetoun 3396</i>	
2	COMMENCEMENT DATE: (Clause 1.2)	<i>July 28th 2021</i>	
3	EXPIRY DATE: (Clause 1.7)	<i>July 28th 2026</i>	
4	TERM: (Clause 1.31)	<i>5 Years</i>	
5	PERMITTED USE: (Clause 1.15)	<i>Office Administration, Agency Support and Community Agency hire short term.</i>	
6	BUILDING AND LAND: (Clause 1.2)	6.1	Building: Yarriambiack Shire Council office 75 Lascelles st Hopetoun 3396
		6.2	Land: N/A
			75 Lascelles st Hopetoun 3396
7	PREMISES: (Clause 1.18)	<i>Premises to include entire council building and forecourt, YSC will utilise space for public library use and meetings in consultation with Gateway Beet staff.</i>	
8	RENT: (Clause 1.21)	\$ 1	per annum plus GST
9	FREQUENCY OF PAYMENT OF RENT: (Clause Error! Reference source not found.)	■ The Rent is payable annually on Commencement Date and thereafter on each anniversary of the Commencement Date.	
10	RENT REVIEW: (Clauses 1.22 and 5 and clause 26.2.2)	Rent Review Date ■ On each anniversary of the Commencement Date	Method of Review Set by council annually as part of budget review in consultation with Tenant

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| 11 | AMOUNT OF PUBLIC LIABILITY INSURANCE:
(Clause 12.1.1) | \$20 million |
| 12 | OPTIONS:
(Clause 26.1) | 3 option(s) for a further term of 5 years |
| 13 | LAST DATE FOR EXERCISE OF OPTION:
(Clause 26.1.3) | 6 months prior to the Expiry Date, being <i>February 28th 2026</i> |
| 14 | ADDRESSES OF FAX NOS. AND PARTIES:
(Clause 40.1) | <p>Landlord's address:</p> <p><i>34 Lyle st Warracknabeal 3393</i></p>
<p>Email address for Landlord:</p> <p>info@yarriambiack.vic.gov.au</p>
<p>Tenant's address:</p> <p>75 Lascelles st Hopetoun 3396</p>
<p>Email address for Tenant:</p> <p>info@gatewaybeet.com.au</p> |
| 15 | SPECIAL CONDITIONS:
(Clause 2.1.3) | <p>The Landlord and Tenant will negotiate use of rooms by Landlord for Library services and public meetings.</p> <p>1. Retail Leases Act</p> <p>The parties acknowledge and agree that the Retail Leases Act 2003 does not apply to this lease for the following reason: Lease to Community Agency</p>
<p>2. Annual Reporting Guidelines</p> <p>The Landlord may nominate a representative to attend committee meetings including the AGM who will be listed as YSC representative. Copies of all reports will</p> |

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be available for the representative as a committee member.

3. Hours of Operation

The Tenant must not conduct the Permitted Use from or use the Premises outside of the following hours:

9-5 weekdays and at times when community or board meetings are required after hours.

4. Working with Children

(a) Without limiting clause 9.16, if the Tenant's activities at the Premises involve persons engaged in "child related work" within the meaning of the *Working with Children Act 2005 (WWC Act)*:

(i) The Tenant must, and must ensure that all of the Tenant's employees and volunteers, hold a current and valid "Working with Children Check" as referred to in the WWC Act (or any such certificate or check which replaces the Working with Children check in the future) (**WCC**), before working with children at the Premises.

(ii) The Tenant must ensure that no employee nor volunteer with a negative notice under the WWC Act works with children at the Premises.

(iii) A copy of the WCC of each of the Tenant's employees and volunteers must be provided to the Landlord upon request.

(b) Without limiting clause 9.16, the Tenant must, and must ensure that the Tenant's Agents, comply with and implement the Victorian State Government Child Safe Standards, as amended from time to time. Upon request, the Tenant must provide the Landlord with information regarding how the Tenant has adopted and applied the Child Safe Standards in the form requested by the Landlord.

SCHEDULE 2

PLAN

[# Insert Plan of the Land and/or the Building which delineates the Premises and Common Areas (if any)]



GATEWAYBEET.pdf

SCHEDULE 3
TENANT'S PROPERTY

For Tenant to supply

SCHEDULE 4**MAINTENANCE SCHEDULE**

Item -Servicing and Maintenance	Responsibility
Air conditioning	
Ceiling and walls	
Cooking and refrigeration units if council owned	
Curtains, Blinds	
Doors including cupboards and hardware	
External walls	
Electrical wiring, switchboard, PowerPoints, switches and light fittings	
Essential Services <ul style="list-style-type: none"> • Fire alarms • Fire Blankets • Fire Extinguishers • Lighting for emergencies • Smoke alarms • Fire sprinkler systems 	
Evacuation plans	
External furniture	
External security and lighting	
Fences	
Floor surfaces	
Flyscreens	
Food handling and storage areas	
Glass windows	
Gutter cleaning	
Grounds including landscaping	
Hard waste	
Keys and locks	
Painted surfaces	
Permanent building fixtures e.g toilet, sinks , taps,roof,,pipes.	
Pest Control	
Plumbing emergencies	
Roofing and roof leaks	
Specialist ground surfaces	
Test and tag	
Globe replacements	
Telecommunication systems	
Trees	
Water tanks	
Signage	

SCHEDULE 5

ANNUAL REPORTING GUIDELINES

Copies of Annual report to be supplied by Tenant to Landlord see Clause 15

Special Conditions Section 2

EXECUTED as a deed

THE COMMON SEAL of)
YARRIAMBIACK SHIRE COUNCIL was)
hereunto affixed on the day of)
..... 2021)
in the presence of:)

..... Chief Executive Officer

..... Full name

..... Authorised Officer

..... Full name

THE COMMON SEAL of ## was affixed in)
accordance with its rules in the presence of:)
)
)

.....
Committee member

.....
Committee member

EXECUTED by ##

)
)
)
)
)

in accordance with section 127(1) of the
Corporations Act 2001 by being signed by
authorised persons:

Director

*Director/company secretary

*Delete whichever is inapplicable

Full Name

Full Name

Usual Address

Usual Address

16 OTHER BUSINESS

16.1 Questions from Councillors

Cr C Lehmann

- Second seals from jobs in 2019-20 not being included in the resealing program for 2020-21.

Response from M Evans: Works may have been completed and status will be confirmed.

- Last year the channel and hot mix did not get done, is there plans of getting the contracts out earlier so the works can be done?

Response from M Evans: Confirmed that processes are now in place to procure contractors earlier.

- Message was received from the CRM system to say the job was completed and closed yet it hasn't even been started.

Response from T Smith: Confirmed if a Service Request is received, once actioned it will be closed. In the case Cr Lehmann was referring to, the service requested had been actioned and included in the works program to be undertaken.

- Community transport update. How is it going? Expectation that the program would be up and running by now.

Response from G Blinman: Currently establishing governance framework to operate the community transport program. This is required to be completed first before program can be rolled out.

- Heaps of cars around Patchewollock? Are you looking at doing something about that? Looks ordinary for visitors who go up there. Can we do anything about that?

Response from G Blinman: Council Officers are currently focused on such matters.

- Tea and Coffee and Toilet paper follow up for Senior Citizens.

Response from G Blinman: Senior's have always supplied their own tea and coffee. Council has not previously had a request for this service. If a request is received it will be considered.

Moved Cr T Hamilton Seconded Cr C Lehmann that Council move into Closed Session at 10:20am

Carried

Moved Cr K Kirk Seconded Cr K Zanker that Council move back into Open Session

Carried

Moved Cr T Hamilton Seconded Cr C Heintze that Council bring the recommendations from Closed Session items 17.2 and 17.3 into the Open Session

Item 17.1, Hardship Application is to remain in closed session.

Carried

MINUTES	Ordinary Meeting of Council
Issue Date: 28 July 2021	

17 CLOSED SESSION – Reports for Decision

17.1 Financial Hardship Application

Recommendation to remain in Closed Session Minutes in accordance with the Yarriambiack Shire Council Information Privacy Policy and Governance Rules.

17.2 C290-2021 Information, Communication and Technology Managed Services Provider Contract

RECOMMENDATION

That Council:

- a) Award Milan Industries Group Pty. Ltd. trading as Otto IT, contract C290-2021 ICT Managed Service Provider for a period of 2 Years with the option of a three-year extension.
- b) The three-year extension be based on a 2 Year + 1 Year (based on performance) + 1 Year (based on performance) + 1 Year (based on performance) model.

Moved Cr K Zanker Seconded Cr C Heintze

That the recommendation be adopted

Carried

17.3 C277-2021 Supply of Meals on Wheels and Centre Based Meals**RECOMMENDATION**

That Council awards the following providers with a contract to supply meals for MOWs and Centre Based Meals to eligible Yarriambiack Shire Council residents:

- 1. Rural Northwest Health** – Servicing Warracknabeal, Brim, Beulah, Hopetoun & Patchewollock.

Price per meal

Meals on Wheels - \$15.57 (average)

Centre Based Meals - \$15.30

- 2. Murtoa and District Neighbourhood House** – Servicing Rupanyup & Murtoa.

Price per meal

Meals on Wheels - \$16.00

Centre Based Meals - \$16.00

- 3. Woomelang General Store & Café** – Servicing Woomelang.

Price per meal

Meals on Wheels - \$19.50

Centre Based Meals - \$15.00

- 4. Negotiate with local service providers to reinstate meals program services in Minyip.**

Moved Cr K Kirk Seconded Cr C Heintze

That the recommendation be adopted

Carried

18 Next Meeting

25 August 2021

CLOSE

_____ **Mayor**