



MINUTES

Ordinary Meeting of Council

9:30am Wednesday 24 November 2021

VENUE:

Council Chambers
Yarriambiack Shire Council
34 Lyle Street, Warracknabeal Vic 3393

Next Meeting

Wednesday 8 December 2021

Copies of the Yarriambiack Shire Council's Agendas and Minutes
can be obtained online at www.yarriambiack.vic.gov.au

MINUTES	Ordinary Meeting of Council
Issue Date: 24 November 2021	

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.

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

Acknowledging Traditional Owners

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

Prayer

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

Amen

3 PRESENT

CHAIRPERSON:

Councillor Kylie Zanker Warracknabeal Ward

COUNCILLORS:

Councillor Graeme Massey Warracknabeal Ward

Councillor Karly Kirk Warracknabeal Ward

Councillor Tom Hamilton Dunmunkle Ward

Councillor Corinne Heintze Dunmunkle Ward

Councillor Andrew McLean Hopetoun Ward

Councillor Chris Lehmann Hopetoun Ward

OFFICERS:

Jessie Holmes Chief Executive Officer

Tammy Smith Director Business Strategy & Performance

Gavin Blinman Director Community Development & Wellbeing

Michael Evans Director Asset & Operations

Adam Moar Manager Development Services

4 APOLOGIES OR REQUEST FOR LEAVE OF ABSENCE

5 CONFIRMATION OF MINUTES

5.1 Minutes of the Ordinary Council Meeting of 27 October 2021

Minutes of the ordinary Council Meeting held on Wednesday 27 October 2021 be taken as an accurate record and confirmed.

Recommendation:

That the minutes of the Ordinary Meeting of Council held on Wednesday 27 October 2021, as circulated be taken as read and confirmed.

Moved Cr G Massey Seconded Cr K Kirk

That the recommendation be adopted

Carried

5.2 Minutes of the Closed Council Meeting of 27 October 2021

Minutes of the Closed Council Meeting held on Wednesday 27 October 2021 be taken as an accurate record and confirmed

Recommendation:

That the minutes of the Closed Council Meeting of Council held on Wednesday 27 October 2021, as circulated, be taken as read and confirmed.

Moved Cr T Hamilton Seconded Cr K Kirk

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

8 PETITIONS

8.1 Warracknabeal Skate Park Petition.

As per Division 9, Section 2.35 of the adopted Governance Rules, a petition to Council must be presented at the earliest Council Meeting and lay on the table until a future Council Meeting. No motion, other than to receive the petition, may be accepted.

Petition received 26 October 2021 from Cooper Preston

[Attachment: Skate Park Petition](#)

RECOMMENDATION

That Council accept the Warracknabeal Skate Park Petition as attached to this report.

Moved Cr G Massey Seconded Cr K Kirk

That the recommendation be adopted

Carried

9 CORRESPONDENCE

Nil

10 SPECIAL COMMITTEES

Nil



[Cooper Preston](#) started this petition to Yarriambiack shire council

The skate park needs an upgrade because there are skateboard and scooter riders with great potential to become really good at the sport but it seems very unlikely for that to happen because the place that they are practicing in is not that great of an area. Skateparks are great for socialising, having fun, developing new skills, hanging out, making friends and much more. This skatepark upgrade would be great for our small community and bringing young kids and older kids together to create a equality which is much needed for all of us to feel excepted and not judged. Skateparks are great for mental and fitness they also make people that might not want to come out of the house to do so. Our skatepark is growing in numbers and it simply can not fit us all there

193 have signed. Let's get to 200!



At 200 signatures, this petition is more likely to be **featured in recommendations!**

Warracknabeal, 3393
Australia



Display my name and comment on this petition

Sign this petition

By signing, you accept Change.org's [Terms of Service](#) and [Privacy Policy](#) and agree to receive

Name	City	Postal Code	Country	Date	Comment
Sean Basham	Melbourne	3923	Australia	22/10/2021	"Truthfulness benevolence forbearance ♡ ☹ ☹"
Deborah Holland		3393	Australia	22/10/2021	"This would be so good for all to be able to use"
Jason Ackley	Sydney	2760	Australia	23/10/2021	"It be lovely to see this for all abilities and NO MORE BULLYING some children in this town don't go because of the nasty bullying that goes on."
Samantha Mayes			Australia	23/10/2021	"This be wonderful also it be great if young children could go there without other kids being bullies."
Kim Williamson			Australia	23/10/2021	"I think the bullying needs to be handled before actually thinking about skate park up grade."
Brenton Hallam			Australia	23/10/2021	"Skate park upgrade is much needed or a pump track like Horsham, I am a carer for young kids and lots of occasions I have seen older kids picking on kids with disabilities. Bullying seems to be a bit out of control at the skate park."
Cooper Preston	Waracknabeal	3393	Australia	24/10/2021	"I think the skatepark upgrade would be great so people could focus on riding not bullying"

Name	City	Postal Code	Country	Signed On
Cooper Preston			Australia	22/10/2021
coco malcolm	Warracknabeal	3393	Australia	22/10/2021
Nick Stein	Melbourne	3001	Australia	22/10/2021
Riley Preston	Mckinnon	3204	Australia	22/10/2021
milly jonasson	warrack	3393	Australia	22/10/2021
kaylie field	Melbourne	3004	Australia	22/10/2021
satine Malcolm	Warracknabeal	3393	Australia	22/10/2021
Macie Nitschke	Melbourne	3001	Australia	22/10/2021
aussie nicolson	horsham	3393	Australia	22/10/2021
Pipper Finta	Horsham	3400	Australia	22/10/2021
Aiden North	Horsham	3400	Australia	22/10/2021
zeake occlshaw	horsham	3400	Australia	22/10/2021
Zac Martin	Horsham	3400	Australia	22/10/2021
Noah Holland	Horsham	3400	Australia	22/10/2021
henry baker	Melbourne	3004	Australia	22/10/2021
bella dreckow	Melbourne	3000	Australia	22/10/2021
hope Dempsey	lah	3393	Australia	22/10/2021
Nate Dedini	Warracknabeal	3393	Australia	22/10/2021
Hailley Bentley	Warracknabeal	3393	Australia	22/10/2021
Lauren Trippett	Warracknabeal	3393	Australia	22/10/2021
Seb Ryan	Dimboola	3414	Australia	22/10/2021
Brock Silvester	Neerim	3831	Australia	22/10/2021
Claire Evans	Portland	3305	Australia	22/10/2021
kyle elades	Melbourne	3000	Australia	22/10/2021
Cody Polack	Warracknabeal	3393	Australia	22/10/2021
Daniel Janetzi	Melbourne	3001	Australia	22/10/2021
Dane George	Warracknabeal	3393	Australia	22/10/2021
laura kelly	Horsham	3400	Australia	22/10/2021
Jay Zanker	Brim	3391	Australia	22/10/2021
Kiara Appleyard	Melbourne	3000	Australia	22/10/2021
Kallen Taylor	Melbourne	3000	Australia	22/10/2021
Natascha Eckermann	Warracknabeal	3393	Australia	22/10/2021
Kelsea Wall	Warracknabeal	3393	Australia	22/10/2021
Marley Jacobs	Melbourne	3000	Australia	22/10/2021
Kyle Roberts	Ormond	3204	Australia	22/10/2021
Eli Dedini	Warracknabeal	3393	Australia	22/10/2021
Hayden Polack	Warracknabeal	3393	Australia	22/10/2021
Kalarni Rowe	Warracknabeal	3393	Australia	22/10/2021
Taylor Borg	Warracknabeal	3393	Australia	22/10/2021
Airlie Garlick	Melbourne	3004	Australia	22/10/2021
Austin Inkster		3393	Australia	22/10/2021
Charlie Phelan	Warracknabeal	3393	Australia	22/10/2021
Zachary O'Connor	Warracknabeal	3393	Australia	22/10/2021
zach white	Melbourne	3000	Australia	22/10/2021
Nathaniel Borg	Warracknabeal	3393	Australia	22/10/2021
Harry Bentley	Ballarat	3355	Australia	22/10/2021
Natalie Jennis	Jeparit	3423	Australia	22/10/2021
Cienna Richards	Warracknabeal	3393	Australia	22/10/2021
Mason Quarrell	Ballarat	3350	Australia	22/10/2021
Nathan Martin	Horsham	3400	Australia	22/10/2021
Riley Keith	Ararat	3377	Australia	22/10/2021
Kyle Dittko	Melbourne	3001	Australia	22/10/2021
Luke Richards	Warracknabeal	3393	Australia	22/10/2021
crystal murphy	Melbourne	3390	Australia	22/10/2021
Rebecca Gay	Melbourne	3393	Australia	22/10/2021
Lochlan Sommerfield	Melbourne	3001	Australia	22/10/2021
Bailee Jaensch	Warracknabeal	3393	Australia	22/10/2021
Eli Jaensch	Warracknabeal	3393	Australia	22/10/2021
Daniel Giuliani	Melbourne	3001	Australia	22/10/2021
Cassidy Knoop	Victoria	3400	Australia	22/10/2021
Kyah Livingston	Warracknabeal	3393	Australia	22/10/2021
jessica demamiel	Rainbow	3424	Australia	22/10/2021
Seth McCoy	Warracknabeal	3393	Australia	22/10/2021
Dakota Walker	Horsham	3400	Australia	22/10/2021
Sally Naumovski	Melbourne	3036	Australia	22/10/2021
Sean Basham	Melbourne	3923	Australia	22/10/2021
Rikki Nitschke	Warracknabeal	3393	Australia	22/10/2021
Lochlan Sommerfield	Horsham	3400	Australia	22/10/2021
Sebastian Allen Rodriguez	Brisbane	4000	Australia	22/10/2021
Sandy Venter		6255	Australia	22/10/2021
Matthew szabo		2259	Australia	22/10/2021
Stephan Abby	Melbourne	3001	Australia	22/10/2021
Melanie Wallis	Warracknabeal	3393	Australia	22/10/2021
Isabella Orszulak	Melbourne	3001	Australia	22/10/2021
Tim Wallis	Bendigo	3552	Australia	22/10/2021
Narelle Drage	Warracknabeal	3393	Australia	22/10/2021
Max Chambers	Lara	3212	Australia	22/10/2021
Jon Farthing	Mooloolaba	4557	Australia	22/10/2021
Keshia Roche	Melbourne	3001	Australia	22/10/2021
Maddison Grambeau	Vic	3393	Australia	22/10/2021
Barbara Moana	Epping	3076	Australia	22/10/2021
amalee livingston	Warracknabeal	3393	Australia	22/10/2021
Steve Dos Santos	Sydney	2001	Australia	22/10/2021
Trudi Field	Sydney	2000	Australia	22/10/2021
Elysia Preston	Melbourne	3001	Australia	22/10/2021
Abdel Al shamery	Sydney	2000	Australia	22/10/2021
Kevin tealey		6018	Australia	22/10/2021
Ahnaf Haque	Sydney	2000	Australia	22/10/2021
Amiee Rhook	Melbourne	3001	Australia	22/10/2021
Jayasree Mandal		2146	Australia	22/10/2021
Tarah Reade	Melbourne	3752	Australia	22/10/2021
William Sullivan	Melbourne	3000	Australia	22/10/2021
Will Allen	Burleigh heads	4220	Australia	22/10/2021
kathrynne grundy	Perth	6372	Australia	22/10/2021
grace clark	Ormond	3204	Australia	22/10/2021
suck dick	Mckinnon	3204	Australia	22/10/2021
Jessica Cini	Gold Coast	4216	Australia	22/10/2021
Elizabeth Rose	Sydney	2002	Australia	22/10/2021
Connor Briggs	Horsham	3400	Australia	22/10/2021
Venessa Molnar	Adelaide	5000	Australia	22/10/2021
Bart McManus	Mildura	3500	Australia	22/10/2021
Jie van der Horst	Foster	3960	Australia	22/10/2021
Blackmore Kate	Warracknabeal	3393	Australia	22/10/2021
John Tobo	Melbourne	3000	Australia	22/10/2021
Tylah McLean	Warracknabeal	3393	Australia	22/10/2021
Brandon Cramp	Abbotsford	3067	Australia	22/10/2021
fyn smithwick	Whealers Hill	3150	Australia	22/10/2021
Deborah Holland		3393	Australia	22/10/2021
Laney Jessica	Melbourne	3000	Australia	22/10/2021
Cook Briodi	Melbourne	3000	Australia	22/10/2021
Melissa Huebner	Warracknabeal	3393	Australia	23/10/2021
Janet Coghill	Bangholme	3175	Australia	23/10/2021
Zanker Tanya	Melbourne	3000	Australia	23/10/2021
Ely Neilsen		2088	Australia	23/10/2021
Khambia Clarkson	Marshalltown	50158	Australia	23/10/2021
Ryan Wilson		4350	Australia	23/10/2021
Maria Makhoul	Asquith	2077	Australia	23/10/2021
Patrick Eid	Illawong	2234	Australia	23/10/2021
Toula Papadopoulos		3038	Australia	23/10/2021
Lauren Deighton	Brisbane	4075	Australia	23/10/2021
Joanne Campione	Tweed Heads	2485	Australia	23/10/2021
Jones Paul	Warracknabeal	3393	Australia	23/10/2021
Skye Sugden	Brighton East	3187	Australia	23/10/2021
Gardiner Cheryl	Warracknabeal	3393	Australia	23/10/2021
Holland Brooke	Warracknabeal	3393	Australia	23/10/2021
Paige Whitley	Tweed Heads	2486	Australia	23/10/2021
Kiara Amaranti	Perth	6060	Australia	23/10/2021
Kobe MacGregor	Warracknabeal	3393	Australia	23/10/2021
Lola Lynch	Err	3000	Australia	23/10/2021
Kirrilee Rowe	Melbourne	3001	Australia	23/10/2021
Jessica Mellings	Donals	3480	Australia	23/10/2021
Wilson Carol	Melbourne	3001	Australia	23/10/2021
Darrell Foote	Adelaide	5033	Australia	23/10/2021
Lucy Holland	Melbourne	3000	Australia	23/10/2021
kiara o'reilly	patchewollock	3491	Australia	23/10/2021
Ava Clark	Point Cook	3030	Australia	23/10/2021
courtney bye	Melbourne	3000	Australia	23/10/2021
Makaidee Knoop	horsham	3001	Australia	23/10/2021
Jason W	Warracknabeal	3393	Australia	23/10/2021
Samantha Mayes			Australia	23/10/2021
Kim Williamson			Australia	23/10/2021
Brenton Hallam			Australia	23/10/2021
alana mackley	horsham	3409	Australia	23/10/2021
Lisa Perkins		4655	Australia	23/10/2021
Debbie George	Warracknabeal	3393	Australia	23/10/2021
Brett Johnstone	Brim	3391	Australia	23/10/2021
sienna Cookson	horsham	3400	Australia	24/10/2021
Emma Roberts		3393	Australia	24/10/2021
Lee Preston	Melbourne	3001	Australia	24/10/2021
Miley Hawkins	Castlemaine	3450	Australia	24/10/2021
Charlee Rajic	Donald	3480	Australia	24/10/2021
Jeremy Preston	Warracknabeal	3393	Australia	24/10/2021
Jacobs Tilly	Hampton	3188	Australia	24/10/2021
Lollie Pop	Horsham	3400	Australia	24/10/2021
nicola clyne	Melbourne	3000	Australia	24/10/2021
Dylan Watts	Warracknabeal	3393	Australia	25/10/2021
Mihajla Bojbasa	Melbourne	3001	Australia	25/10/2021
adah hunt	Cheltenham	3192	Australia	25/10/2021
Jed Hermans	Horsham	3001	Australia	25/10/2021

11 ACTIVITY REPORTS

11.1 Mayor's Report

Prepared by Graeme Massey

29 October	Attended RCV conference with Richard Wynne on Planning via ZOOM
8 November	Attended Yarriambiack Tourism Meeting at Minyip
9 November	Attended Warracknabeal Action Group Meeting at Warracknabeal
10 November	Attended Council Forum Conducted Citizenship Ceremony for 6 people in Warracknabeal
11 November	Attended Remembrance Ceremony at Warracknabeal
19 November	Attended North West Municipality Association Meeting via ZOOM

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

10 November Attended Council Forum

Cr T Hamilton

5 November Attended Rail Freight Meeting via ZOOM

8 November Attended Yarriambiack Tourism Meeting in Minyip

10 November Attended Council Forum

11 November Attended Stick Shed Meeting

19 November Attended Rail Freight Meeting

Attended WIM Resources Meeting

Cr K Zanker

1 November Attended Wimmera VFF General Meeting online

5 November Attended Centre for Participation AGM

10 November Attended Council Forum

Attended Citizenship Ceremony

14 November Attended Yarriambiack Youth Action Council Bendigo Laser Tag day

18 November Attended Rural Business and Community Limited General Meeting

18 November Attended Rural Business and Community Limited AGM

19 November Attended North West Municipality Association Meeting

Cr C Lehmann

28 October Attended Woomelang Housing Meeting

3 November Attended Beulah Progress Association Meeting

10 November Attended Council Forum

11 November Attended Community Hotel AGM

Attended Hopetoun Swimming Pool Meeting

Cr C Heintze

- 3 November Attended Minyip Progress Association AGM
- 10 November Attended Council Forum
Attended Citizenship Ceremony
- 11 November Laid wreath in Minyip Town Square for Remembrance Day
- 16 November Attended Murtoa Progress Meeting
- 17 November Attended DELWP Meeting
- 18 November Attended Grampians Central West Waste Resource Recovery Group EO update to board Meeting

Cr K Kirk

- 9 November Attended Wimmera Development Association (WDA) Meeting
- 10 November Attended Council Forum
Attended Citizenship Ceremony

11.3 Chief Executive Officer Report

Prepared by Jessie Holmes

28 Oct	Meeting with BY5 Executive Officer, Jo Martin Meet with Woomelang Community
29 Oct	RCV AGM and Meeting with Minister Wynne
3 Nov	LGV CEO Covid Briefing
4 Nov	Grampians ACOT (Covid Update) Meeting
5 Nov	Meeting with Haven Homes regarding Big Build
8 Nov	Submission to LGV for Rural Council Transformation Fund
9 Nov	LGPro Awards Judging WDA Board Meeting
10 Nov	Council Forum and Citizenship Ceremonies
11 Nov	Wimmera Regional Partnership Meeting Wimmera CEO Meeting
12 Nov	Rural Council Victoria Meeting Meeting with Collect Au RE Debt recovery of Rates arrears
16 Nov	Wimmera Mallee Tourism Meeting Meeting with Haven Homes regarding Big Build Meeting with RNH 10 year planning
17 Nov	Gender Equity Advisory Committee Meeting SC4C By5 Project Control Group Meeting
19 Nov	WDA Restructure Meeting NWMA Meeting LG Pro CEO Forum
22 Nov	Gateway Beet Meeting

12 REPORTS FOR DECISION – OFFICE OF THE CHIEF EXECUTIVE OFFICER

12.1 Sale of Dwelling at 51 Gardiner Street, Warracknabeal

Prepared by Jessie Holmes, Chief Executive Officer

SUMMARY

Council consulted with the community during the month of February and March 2021 in relation to the sale of property at 51 Gardiner Street, Warracknabeal. This report sets out the proposal to sell the property.

RECOMMENDATION

That Council engage a Real Estate Agent for the purpose of selling the property known as 51 Gardiner Street, Warracknabeal.

Moved Cr K Kirk Seconded Cr G Massey

That the recommendation be adopted

Carried

ATTACHMENTS

Not applicable

DISCUSSION

In 2020 Council completed a valuation program of all Council owned buildings and land across the municipality. It was identified that the property at 51 Gardiner Street Warracknabeal was surplus to Council requirements and was leased to a private third party for market value.

The house has not been occupied by Council senior staff for several years and is need of significant modernisation investment.

Due to being surplus to requirements, consideration was made to sell the dwelling.

Council held community consultation about the sale throughout February and March 2021. One verbal query was made in relation to the sale at a Warracknabeal Council Plan community consultation session in relation to having housing to attract staff – it was explained that the house would not be suitable to attract executive staff without significant renovation investment.

A written submission was received from the tenant requesting that they be permitted to remain in the property until they could find a new property to rent or purchase. This was agreed by Council and the tenant remained in the property until October 2021. The property is now vacant, and it is recommended that it be sold.

A valuation of the property has been undertaken and a licensed real estate agent would need to be engaged to sell the property.

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RELEVANT LAW

Council is required to comply with the *Local Government Act 2020*, part 4, division 4, which came into effect from 01 July 2021 requiring deliberative community engagement on the sale of land and assets. The community consultation methodology used was similar to the previous Act Section 223 requirements whereby it was advertised in the locally circulating newspapers inviting submissions for consideration.

COUNCIL PLANS AND POLICIES

Council's Asset Lifecycle Policy and Procedures outlines the process Council must adhere too when selling property and land.

RELATED COUNCIL DECISIONS

27TH January 2021 Ordinary Council meeting decision to advertise the potential sale of the land and invite submissions.

OPTIONS

The following options are available to Council:

- a) Accept the recommendation to commence the sale of the property at 51 Gardiner Street Warracknabeal; or
- b) Not accept the recommendation and continue to lease the property, committing to the ongoing regular maintenance and upkeep of the property.
or
- c) Not accept the recommendation and continue to lease the property, committing to the significant renovation costs so that the property could be utilised as part of an attraction package for senior staff.

SUSTAINABILITY IMPLICATIONS

The proposed sale of the land and buildings would provide a positive benefit to the Warracknabeal community providing a social and economical benefit as there is currently limited houses available on the market within the township.

The sale of the land and buildings would provide a financial benefit to Council along with reducing the requirement to allocate staff and contractor hours and services to maintenance regimes.

Funds from the sale would be reinvested into future community housing propositions.

COMMUNITY ENGAGEMENT

Council consulted with the community by requesting feedback on the proposed sale of the property via our Website, Facebook page and newspaper advertisements.

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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 b) 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 2019, the following assessment has been made:

Risk Rating	Consequence	Risk Description	Action
Medium	Significant	Assets – Inadequate planning and funding to renew infrastructure assets and asset maintenance in a timely manner.	The proposed sale of the Council owned land and buildings will assist with reducing the burden of maintaining and/or renewing the building assets.

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: 24 November 2021	

12.2 Purchase of Former Hopetoun School Site

Prepared by Jessie Holmes, Chief Executive Officer

SUMMARY

The Hopetoun Community through the Historical Society and Neighbourhood House have approached Council to purchase the former primary school site in Hopetoun through the first right of refusal sale of public land process for numerous community purposes.

RECOMMENDATION

That Council exercise the First Right of Refusal and purchase the land known as Lot 1 of Title Plan 697482Y, Lot 1 of Title Plan 549085P, Lot 1 of Title Plan 896133R and Lot 1 of Title Plan 328926B (former Hopetoun primary school) for \$110,000.

Moved Cr A McLean Seconded Cr C Lehmann

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Aerial Photo](#)

DISCUSSION

When State owned land is determined to be surplus to Government needs, the land is first offered to other State and Local Government organisations through a process known as First Right of Refusal (FROR) at 50% of the market valuation. If no nominated organisation expresses an interest the land makes its way to public auction at market value. If a nominated organisation expresses an interest in the land, they must purchase it within a fixed time and a caveat will be placed on the title restricting it to community use only.

The former Hopetoun Primary School became vacant several years ago when the Primary and Secondary school amalgamated into a P-12 College. Since then, one of the buildings on the former school site (known as the sandstone building) has been used by the Historical Society and the Neighbourhood House and has also been used in the movie 'The Dry'.

The site is currently underutilised with the more modern buildings on the site not currently being occupied and a large oval area also being underutilised.

Council has been approached by community members who have expressed an interest in seeing the site become a community hub incorporating a range of uses. The community has organised a representative steering committee and have had several meetings to progress the utilisation of the site.

This has culminated in the engagement of specific architects, MGS Architects, to identify and masterplan across the site to ensure greater utilisation and explore community revenue generating concepts such as agricultural extension programs aimed at school children and purpose-built housing for older community members. These are some of the opportunities already being canvassed by the community.

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The site is well within the Township Boundary and the land is not subject to any overlays. It has connections to major services including water, power and sewer and has access to three sealed roads.

RELEVANT LAW

As per Section 10 of the *Local Government Act 2020*, that subject to any limitations or restrictions imposed by the Act or any other Act, Council has the power to do all things necessary or convenient to be done in connection with the performance of its role.

COUNCIL PLANS AND POLICIES

The adopted Council Plan 2021-2025 seeks a vibrant and diverse economy and a healthy, inclusive community

RELATED COUNCIL DECISIONS

Council has from time to time purchased surplus State Government land for community purpose, most recently the Former CFA Shed in Hopetoun in 2019 for the purpose of a Community Gymnasium.

OPTIONS

That Council does not purchase the land known as the former Hopetoun Primary School and allow for the Department of Treasury and Finance to sell the land through public auction at market value.

SUSTAINABILITY IMPLICATIONS

Council has a number of asset management responsibilities and consideration; it is important that the land once purchased be leased to the appropriate community organisations who will have responsibility for maintenance of the site.

COMMUNITY ENGAGEMENT

The request to purchase the land has come from the community, most notably by the current inhabitants of the sandstone building, the Hopetoun Neighbourhood House and the Hopetoun Historical Society.

The community has put together a steering group made up of community, business, and stakeholder representatives to ensure that there is a cross section of community involvement in the development of the site.

The need for appropriate land for housing has been raised through the Council Plan community consultation and the Hopetoun Community Action Plan put together by Hopetoun Progress.

There will be further community engagement via consultants MGS Architects in developing the overall masterplan for the site.

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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 to purchase the land, however the Masterplan and any consequent development will be subject to a GIA.
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
Innovation Risk - Residual Risk Level Low	Engagement of suitably qualified architects to develop the masterplan will allow for a wide scope of ideas to be canvassed and assessed.	Reduces Residual Risk Level
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low	The land will become an additional asset for Council to manage with limited resources available to do so, community ownership of the site will be critical to future project success alongside community revenue generating activity.	Maintains Residual Risk Level
Reputational Risk - Residual Risk Level Low	The engagement of a designated, widely representative community steering group will minimise the need for Council to be identifying the key projects for the site.	Reduces Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Not Applicable

CONFLICTS OF INTEREST

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

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SERVICE LOCATIONS INDICATIVE ONLY

- T TELSTRA
- E ELECTRICITY (POWERCOR)
- S SEWER (GWM WATER)
- W WATER (GWM WATER)

IMAGE:
25 December 2017

NOTATIONS:
Dimensions and areas based on survey commenced on 18 June 2020 by Dick Terrens LS and completed on 24 November 2020 by Collin Hall LS.

PLAN FOR SURVEY REPORT

CROWN ALLOTMENTS 8, 9, 10, 11
& 1 (PART)
TOWNSHIP OF HOPETOUN
PARISH OF GOYURA

SURVEYOR-GENERAL VICTORIA

DEPARTMENT OF ENVIRONMENT,
LAND, WATER & PLANNING
LEVEL 11, 2 LONSDALE STREET, MELBOURNE 3000

Collin J. Hall

Date: 21 April 2021
Collin J. Hall
Licensed Surveyor

ORIGINAL SHEET SIZE A3

ORIGINAL SCALE 1:1250

SGV REFERENCE SS-000352

PLAN No.

H/24.11.20A

SHEET 1 OF 1

12.3 Adoption of the Wimmera Development Association Memorandum of Understanding

Prepared by Jessie Holmes, Chief Executive Officer

SUMMARY

To endorse the Memorandum of Understanding (MoU) for the transformation of Wimmera Development Association to a new entity.

RECOMMENDATION

That Council:

- a) endorses the Memorandum of Understanding between Wimmera Development Association and its Member Municipalities comprising of Horsham Rural City Council, Hindmarsh Shire Council, West Wimmera Shire Council, Yarriambiack Shire Council and Northern Grampians Shire Council, from 1 December 2021 until 30 June 2026.
- b) notes the timeline and process to transition the Wimmera Development Association to the new structure.
- c) notes the Draft Constitution for the Wimmera Development Association.

Moved Cr T Hamilton Seconded Cr K Kirk

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: WDA Memorandum of Understanding](#)

DISCUSSION

Over the past four years, the Wimmera Southern Mallee Regional Partnership (Partnership) has been discussing factors that limit business, social and economic opportunities across the region. In 2020, the Partnership undertook the 'Regional Innovation Project', an inclusive engagement process to review current cross-sector regional planning practices and establish preferred governance and operational model going forward. Following extensive collaboration with other leaders throughout the region, it was recognised that a more contemporary, flexible and strategic way of working was required for the region to maintain and grow its competitive position, increase liveability and proactively seek new opportunities.

In late 2020, the Wimmera Southern Mallee Regional Partnership considered the Regional Innovation Project Business case and agreed that:

- The business case be provided to the WDA as the preferred delivery agent.
- The Wimmera Southern Mallee Regional Partnership work with the WDA to secure a co-investment amounting to \$500,000 (spread over two years) from the State Government to support the transition phase of the new entity.

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At its meeting in February 2021, the WDA Board considered the Regional Innovation Project Business Case and resolved:

- That the WDA board endorse the Regional Innovation Project Report and the Governance Structure included in section 6.1.1 of the report.
- That WDA present a roadmap of next steps at the March WDA Board meeting with the aim of transitioning the current WDA governance structure to the structure outlined in section 6.1.1 of the Regional Innovation Project Report by 1 July 2021.
- That WDA work with WDA executive group and LGA CEOs to identify a consultant to help drive the change process.

The recommended solution comprises a 'new entity' representing the Wimmera Southern Mallee as a region with aligned strategies, priorities and outcomes that delivers desired, sustainable and transformational change.

The new entity structure will be highly functional and represent government, industry and community and provide strong governance with qualified, capable and diverse members who assume ownership and accountability for outcomes.

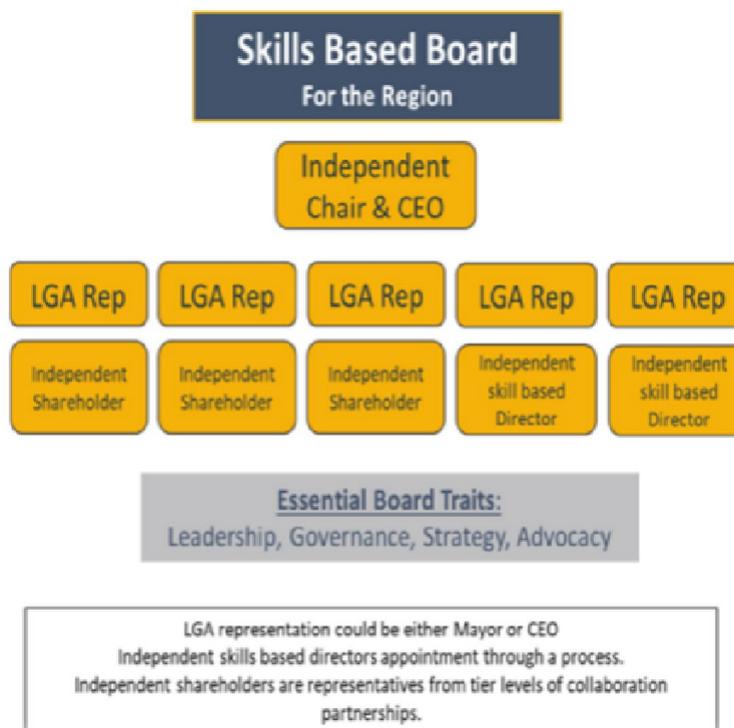
The new entity will be functional and skills-based and will adhere to strong governance principles, accountabilities with clear outcomes and performance metrics. The new entity will include:

- Skills Based Board – established as an independent governing body that represents the region and defines the strategic direction for the region.
- Strategic Pillars – will become the agreed strategic focus areas that form the basis of collaboration and to develop key partnerships.
- Innovation Teams – are multidisciplinary teams (cross-organisation and cross-sector) to identify levers for, or impediments to, grow activities that are aligned to the Strategic Pillars.
- Underpinned by its founding charter to create a new, focused regional service delivery model, the new entity will be owned by the region, build local potential and confidence and deliver on community driven aspirations.

The Partnership Regional Innovation Project Control Group endorsed the option to establish a "transitional" governance structure in the form of a "skills-based board" to represent the Wimmera Southern Mallee as a region (shown in the image below). This will require all board members to align on the strategies, priorities, and outcomes required to deliver desired, sustainable, transformational change.

To enable the transition of the Wimmera Development Association to a new governance structure, a new MoU has been developed and will replace the existing MOU effective 1 December 2021. As the funding contributions by the Member Councils for 2020-21 financial year have already been paid, contributions under the new MoU will become effective from the start of 2022-23 financial year.

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RELEVANT LAW

Council is required to comply with the *Local Government Act 2020*, in relation to Joint ventures and contributing to the economic development of the municipality.

COUNCIL PLANS AND POLICIES

Council’s Adopted Economic Development and Tourism Strategy 2015-2020 considers the need for regional economic development and advocacy.

RELATED COUNCIL DECISIONS

Council adopts the annual budget at their June Ordinary Meeting which determines contributions including the annual allocation to WDA.

OPTIONS

The following options are available to Council:

- b) Not accept the recommendation and no longer participate as a member of WDA.

SUSTAINABILITY IMPLICATIONS

The new entity will have a strong focus on the economic development and wider regional advocacy including natural resource management and energy projects.

COMMUNITY ENGAGEMENT

There has been no community consultation on the specific change, however stakeholder engagement throughout the WDA Regional Innovation Project demonstrated the need for WDA to have a more focused strategic and advocacy framework on behalf of the Wimmera.

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 to purchase the land, however the Masterplan and any consequent development will be subject to a GIA.
Link to Gender Impact Assessment	GIA – Not Applicable

RISK

Utilising the Risk Management Framework 2019, the following assessment has been made:

Risk Rating	Consequence	Risk Description	Action
Medium	Significant	Strategic Execution and Change Management – risks associated with failure to deliver the objectives of the RIP Project.	The implantation of the new WDA model has support from the current Board and will seek a skills based board for the remaining five board roles.

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.



MEMORANDUM OF UNDERSTANDING

1 December 2021 – 30 June 2026



MEMORANDUM OF UNDERSTANDING

between

WIMMERA DEVELOPMENT ASSOCIATION

**of 62 Darlot Street
Horsham**

and

MEMBER MUNICIPALITIES

Comprising:

HORSHAM RURAL CITY COUNCIL	18 Roberts Ave, Horsham
HINDMARSH SHIRE COUNCIL	92 Nelson Street, Nhill
WEST WIMMERA SHIRE COUNCIL	49 Elizabeth Street, Edenhope
YARRIAMBIAK SHIRE COUNCIL	34 Lyle Street, Warracknabeal
NORTHERN GRAMPIANS SHIRE COUNCIL	59-69 Main Street, Stawell

1. RECITALS

- 1.1 The objective of this Memorandum of Understanding (MoU) is to articulate the arrangements and expectations between Wimmera Development Association (WDA) and Member Councils as funding partners for the core operation of the WDA.
- 1.2 WDA is a Company Ltd formed with the purpose of fostering and undertaking actions that support sustainable growth and development of the Region within the municipal districts of Member Councils (the Region).
- 1.3 The core role of WDA is to build on the existing social, economic and environmental capacity of the Region with regard being given to the WDA Objects and Powers (refer to WDA Constitution).
- 1.4 WDA provides the forum and mechanisms for regional issues or opportunities to be identified and solutions or projects implemented.
- 1.5 The MOU is for the period from 1 December 2021 to 30 June 2026.
- 1.6 WDA will not expand the number of Member Councils unless agreement is obtained from all current Member Councils.
- 1.7 The success of WDA pivots on the participation and good will of people and organisations across the Region.

2. GENERALLY APPLIED CRITERIA FOR WDA ACTIVITY

- 2.1 WDA applies a policy of: "subsidiarity where functions which subordinate or local organisations perform effectively belong more properly to them than to a central organisation such as WDA."
- 2.2 The generally applied criteria for issues or projects to be considered by WDA include assessment as to whether the impact, involvement and benefits are:
 - Regional
 - Multi-agency
 - Triple Bottom Line with overall long term and community benefitAnd generally demonstrate:
 - Support by a Leader, Lead Agency or Project Champion
 - A general need for a cooperative effort to be successful
 - Likelihood of happening

The parties as signatories to this document understand and record the following:

3. RESOURCING

- 3.1 The Member Councils are committed to support WDA via an annual subscription.
- 3.2 Councils are encouraged to participate in activities that further the objectives of WDA.
- 3.3 WDA will work closely with Member Councils' committees, advisory boards, task groups and relevant Council officers to further WDA objectives.
- 3.4 Financial contributions to support the core operation of WDA shall be based on the regional population formula included in Table 1. This formula will remain in place for the four year period of the agreement.
- 3.5 Any proposed variation to the four year contributions listed on Table 1 will be raised by the WDA Board with Member Councils at the Annual Review.
- 3.6 Funding received from Member Councils will be used for the core operation of WDA which includes the staff, on-costs, overheads and out goings required to achieve WDA objectives.
- 3.7 Additional and supplementary funding for the core operation of WDA may be obtained from Federal and State Government sources and will be advised through regular reporting to Councils and Members.
- 3.8 It is recognised that the development and updating of the regional strategic plan will occur through a planning process conducted at a frequency to be determined by the Board. Additional resources will be required to support planning, research, consultation and participation processes.
- 3.9 Additional financial contributions for specific WDA projects (i.e. non-core) may be sought from Member Councils from time to time and will be subject to separate business cases and funding submissions through normal Council approval processes.
- 3.10 It is recognised that the majority of WDA projects require partnerships and funding by a range of stakeholders from various levels of government, business and community agencies and other statutory authorities.

TABLE 1- FINANCIAL CONTRIBUTION FROM MEMBER COUNCILS

Contributor	%Region	2022/23	2023/24	2024/25	2025/26
HRCC	48	\$228,231	\$231,654	\$235,129	\$238,656
WWSC	8	\$36,789	\$37,341	\$37,901	\$38,469
NGSC	20	\$95,632	\$97,066	\$98,522	\$100,000
HSC	10	\$49,030	\$49,765	\$50,512	\$51,270
YSC	14	\$64,395	\$65,361	\$66,341	\$67,336
TOTAL	100%				

4. ACCOUNTABILITY AND COMMUNICATION

- 4.1 WDA is accountable for operating under a Company Constitution.
- 4.2 WDA will make available regional statistics, performance and forecast information of strategic use and interest. Conversely, Council's assistance in making available the same information to WDA will add value to all strategic direction processes.
- 4.3 By 31 July each year, WDA will prepare and adopt a Business Plan that details operational initiatives and targets established to evaluate performance.
- 4.4 WDA will present progress reports twice per annum to Member Councils that include performance outcomes against targets in the WDA Business Plan.
- 4.5 The WDA CEO will consult with Member Council CEOs prior to establishing annual contributions to allow for budget considerations. This will occur by 31 March annually or as agreed with individual Councils.
- 4.6 Councils recognise the independent role, structure, purpose and expertise of WDA and understand the function also includes being an independent voice and advocate for regional direction in local and national media.
- 4.7 On request, WDA will be available to any Council meeting or meeting within the municipality to discuss issues, progress or any items pertinent to WDA as raised by the Council.
- 4.8 In addition to Board meetings, WDA will communicate with Councils and members on a regular basis using a range of media.

5. SPECIFIC ARRANGEMENTS

5.1. Director Nomination:

5.1.1 Each Member Council shall nominate one Director, which will be either the Mayor or Councillor, to the WDA Board as described in the WDA Constitution.

5.2 Innovative Staffing Options:

5.2.1 Councils are encouraged to directly support WDA through initiatives such as officer placements or secondments. These arrangements may be made directly between the WDA CEO and Council CEO.

5.3 Demonstrate Regional Benefits:

5.3.1 WDA related activities must demonstrate regional benefits.

5.4 Integration of Strategic Direction Processes:

5.4.1 The parties acknowledge that WDA success rests largely with Councils recognising WDA as an independent but integral part of their own strategic direction and community building processes.

5.4.2 Every effort will be made by all parties to annually integrate strategic direction processes and timetables to maximise value adding and minimise potential duplication. Examples include the conduct of community and specific consultation, research, performance indicators, demographics or information gathering processes.

5.4.3 Projects will be identified from time to time that involves some or all Councils. Council officers and the WDA CEO are responsible for working cooperatively to ensure funding submissions meet the requirements of individual Councils.

5.5 Communication is a Joint Responsibility:

5.5.1 A two-way communication and feedback loop is essential for an initiative of the type and size of WDA. All parties accept their responsibilities in seeking out and supporting communication and feedback processes.

5.5.2 WDA shall coordinate opportunities as they arise for joint communications and marketing across the region.

6. GENERAL

- 6.1 WDA is accountable for operating to the Company Constitution, Board Charter, Business Plan and arrangements contained in this MoU.
- 6.2 Should a Member Council have concerns with the performance or lack of performance of WDA then discussion should be initiated to address the concerns.
- 6.3 Should a Council wish to withdraw its membership of WDA then written notice must be given twelve months in advance of ceasing membership. Such notice will allow appropriate modifications to the Business Plan and budget process.
- 6.4 If any dispute or difference arises between the parties in carrying out the principles of this Memorandum of Understanding that cannot be resolved, then the parties will seek an agreed independent mediator to resolve the difference.
- 6.5 The terms of this Memorandum of Understanding can only be modified by the agreement of all parties.

DATED this ____ day of _____ 2021

SIGNED on behalf of the
Wimmera Development Association

.....

SIGNED on behalf of the
Horsham Rural City Council

.....

SIGNED on behalf of the
West Wimmera Shire Council

.....

SIGNED on behalf of the
Hindmarsh Shire Council

.....

SIGNED on behalf of the
Yarriambiack Shire Council

.....

SIGNED on behalf of the
Northern Grampians Shire Council

.....

12.4 Allocation of Round 3 Local Roads and Community Infrastructure Funding

Prepared by Jessie Holmes, Chief Executive Officer

SUMMARY

Council received \$1,322,974 million in Round One of the Local Roads and Community Infrastructure (LCRI) Fund allocation and a second round of LRCI funding of \$1,056,501. Recently a third round has been announced of \$ 2,645,948.

RECOMMENDATION

That Council:

- a) Endorse that \$2,589,447 million of the Local Roads and Community Infrastructure Fund be allocated to renewing and maintaining our roads (\$2,089M), footpaths (\$260k) and drainage (\$240k) prior to June 30, 2023; and
- b) Endorse that \$56,501 thousand be reallocated from Round 2 to Round 3 as the Community Facilities grant applications are now open to achieve projects identified in the Murtoa Community Action Plan and Murtoa School children's petition.
- c) Endorse that \$56,501 from Round 2 designated for Murtoa Rabl Park be allocated to renewal and maintenance of our Road Network.

Moved Cr C Lehmann Seconded Cr C Heintze
That the recommendation be adopted

Carried

ATTACHMENTS

Not applicable

DISCUSSION

The recommendation to allocate \$2,589,447 of the LRCI funds to asset renewal is in keeping with the responsible management of Councils asset portfolio as set out in the adopted Strategic Asset Management Strategy.

It is recommended that \$2,089 million be allocated specifically for road projects as determined by the asset management principles of condition, safety and usage.

A further \$260,000 is to be allocated for footpaths at:

- Woolcock, Lyle, Scott and Jamouneau Streets in Warracknabeal
- the length of Austin Street in Hopetoun
- Lake Street in Murtoa

And an allocation of \$240,000 at:

Byrne Street in Yaapeet and Duncan Street in Murtoa.

The recommendation to move the allocation of \$56,501 thousand to apply for grants to achieve the Murtoa Community Action Plan and the December 2020 youth petition outcomes is a result of timing.

The \$56,501 allocation was determined at the January 2021 meeting to come from Round 2 of LRCI funding however the relevant State Government sport and recreation grants for

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community facilities have only opened in November 2021 with outcomes to be announced in June 2022 which is when Round 2 LRCI projects are required to be acquitted.

RELEVANT LAW

Council is governed by the active sections of the *Local Government Act 2020* and the *Local Government Act 1989*.

COUNCIL PLANS AND POLICIES

The recommendation supports Council's strategic objectives of:

A place to live and grow: attractive streetscapes, town entrances, parks, and gardens. Implementing community facilities that are developed and maintained.

A safe and active community and sustainable environment: Assisting the communities to develop and prosper.

A planned future: Maintaining assets to meet long term asset management objectives, to improve community assets.

RELATED COUNCIL DECISIONS

27th January 2021 Ordinary Council Meeting – allocation from Round 2 of LRCI was determined

OPTIONS

The Council may choose to not accept the recommendation and reallocate the funds to alternative projects. However, Council will be required to consider how the asset network will be maintained if state funding is not available.

SUSTAINABILITY IMPLICATIONS

Economic: Failure to maintain Council's asset network can result in economic implications due to the transport sector being resistant to utilise our road network due to safety concerns.

Social: Failing to provide beneficial assets to a community may result in communities moving away from the municipality and region.

COMMUNITY ENGAGEMENT

The Council budget has been developed in conjunction with Community consultation.

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

RISK

Utilising the Risk Management Framework 2019, the following assessment has been made:

<i>Risk Rating</i>	<i>Consequence</i>	<i>Risk Description</i>	<i>Action</i>
Possible	Medium	Perception of Council	The projects will enhance Council's reputation within the Community by supporting the continued renewal of our road network and supporting local young people in their vision for Council's future assets.
Possible	Medium	Assets – Inadequate planning and funding to renew infrastructure assets and asset maintenance in a timely manner.	The allocation of funding to maintain and renew council's road network will mitigate the risk of inadequately planning and funding asset renewal programs.

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.

12.5 Council Plan 2021 – 2025 Reporting Quarterly Update

Prepared by Jessie Holmes, Chief Executive Officer

SUMMARY

In order to achieve the goals of the adopted Council Plan 2021-2025, an annual Action plan is embedded into the document. This report details progress against those actions.

RECOMMENDATION

That Council notes the July-September Quarterly Yarriambiack Council Plan 2021-2025 update.

Moved Cr G Massey Seconded Cr K Kirk

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Yarriambiack Quarterly Update on Council Plan 2021-2025](#)

DISCUSSION

At the 23 June 2021 Ordinary Council meeting, the Yarriambiack Council Plan 2021-2025 was adopted. Embedded in the Council Plan is an annual Action Plan to be reviewed each year of the four-year plan and to be reported on quarterly to Council to ensure that the overarching strategic objectives are met.

In this first quarterly report for the period July- September a number of the Action Plan items have been initiated including the procurement process for external funding received.

There are still a number of initiatives awaiting commencement with significant community consultation on the road network and waste expected in the third quarter of the financial year with Covid restrictions no longer requiring extensive consideration in the timing of events.

There is also work to commence following the adoption of the first Workforce Plan and Gender Action Plan as required by legislation before the end of the second quarter of reporting.

A number of grants are currently open for submissions, with outcomes expected by June 2022 and preparation for both federal and state elections in 2022 have required significant planning to enable shovel ready projects.

The impact of Covid on the first quarter performance of the Council Plan 2021/22 Actions has been most keenly felt in community projects, consultation and tender costs.

It is expected that the third quarterly report against the Action Plan in May will coincide with a renewed Action Plan.

RELEVANT LAW

The *Local Government (Planning and Reporting) Regulations 2020* set out in the Schedule 1 Appendix that a six-monthly report of operations against the Council Plan objectives be undertaken by Council. Yarriambiack Shire Council Performance Reporting Framework sets a quarterly reporting schedule against the Council Plan for the month following the financial and no financial quarterly report.

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COUNCIL PLANS AND POLICIES

Yarriambiack Council Plan 2021-2025

RELATED COUNCIL DECISIONS

23 June 2021 Ordinary Council Meeting – the Yarriambiack Council Plan 2021-2025 was adopted by Council.

OPTIONS

Council notes the Quarterly Update with amendments.

SUSTAINABILITY IMPLICATIONS

The adopted Yarriambiack Council Plan 2021-2025 includes the strategic objective for a robust and thriving environment which set out commitments to deliver improved recycling processing, water reuse projects and closer alignment with Landcare organisations across our Shire.

COMMUNITY ENGAGEMENT

One of the Overarching governance principles in section 9 of the Local Government Act 2020 is that the municipal community is to be engaged in strategic planning and strategic decision making. In addition, the Local Government Act requires strong accountability and transparency principles. This Quarterly report provides an update on the implementation of the Actions from the adopted Council Plan which was developed following extensive Community consultation.

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 i) Introduce a new policy, program and/or service; or j) 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 was undertaken on the Council Plan 2021-2025

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
Strategy Execution and Change Management Risk - Residual Risk Level Medium	The regular reporting against the Council Plan Actions ensures a transparent accountability mechanism by Council.	Reduces Residual Risk Level

Program and Project Risk - Residual Risk Level Medium	A number of Council Plan Actions are experiencing delays due to Covid restrictions, this will be reduced in the second half of the annual action plan time frame.	Maintains Residual Risk Level
Reputational Risk - Residual Risk Level Low	The quarterly reporting on the actions allows for the management of community expectations on Councils deliverables.	Maintains Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

The Yarriambiack Council Plan 2021-2025 provides for a range of regional and state plans and policies including:

- Regional Development Australia 'For Want of a Worker' Strategy
- Wimmera Southern Mallee Regional Partnership
- Victorian Government Circular Economy Strategy

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.



Council Plan Performance Reporting

Quarter 1

01 July – 31 September 2021



Yarriambiack
SHIRE COUNCIL



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1. Executive Summary

This report is for the period ending 31 September 2021 and outlines Council's performance in the first quarter of the 21-22 Financial Year against the Council Plan 2021/22 adopted actions.

A Vibrant and diversified economy

Action	Update
Install cabins at Warracknabeal and Hopetoun Caravan Park.	The Tender is currently on public exhibition.
Seek funding to implement the Minyip Caravan Park Masterplan.	Four additional powered sites have been constructed with funding. Seeking funding through the Regional Tourism Infrastructure Fund for cabins.
Install camp kitchens in Hopetoun and Warracknabeal.	Drawings have been drafted by Grampians i-design for Request for Quote procurement.
Replace the amenity building at Warracknabeal Caravan Park.	MAV Procurement Vendor Panel request being undertaken.
Create a calendar of events to assist with marketing and promotion.	New Council website due to go live in November with events on landing page.
Provide businesses concierge services and funding through a dedicated monthly newsletter	Weekly newsletter steadily increasing circulation and containing business information.
Regional Development Australia Grampians 'For Want of a Worker' Strategy initiatives actively pursued to attract and train the future workforce.	Awaiting Final Documents from Regional Development Australia.
Update the Community & Business Directory.	The directory will be moved online to the new website due November 2021.
Application for 14 affordable dwellings to be built across the Shire through State Big Build Funding.	Awaiting funding announcement of Regional Infrastructure Fund. Progressing an application for the regional round in partnership with Haven Homes.
Facilitate discussions between business owners to ensure opening hours, goods and services are suitable for consumers.	No progress to date
Utilising the Wimmera Southern Mallee Regional Partnership Digital Strategy to identify key areas for improvement and build an advocacy platform.	Submission to the most recent Engage Victoria Telecommunications Blackspot Funding Round, highlighting 4 locations.

Advocate for equitable access in each township to the premier product for townships from the NBN multi platform technology mix.	Hopetoun nbn project due for signing prior to Dec 2021.
Advertise the NBN Local community program – inviting NBN to attend community events to provide support and information.	Events are now being scheduled with Covid restrictions easing.
Adopt a 10 year Asset Management Plan	Due by June 30, 2022.
Partnering with Wimmera Development Association to develop a distributed housing mode which makes serviced land available for new homes to be built	Active involvement with Project Control Group. Planning consultants due to be appointed by Dec, 2021.
Review and set a new Road Management Plan including service levels for road types.	Postponed to first quarter of 2022 due to Covid restricting community consultation and harvest.
Apply for State or Federal funding to upgrade Heavy Vehicle routes.	Applications open in November 2021 for Heavy Vehicle and Bridge Renewal Funding. Joint applications with Nth Grampians and Horsham to be made also.
Embed the predominant land use of agriculture into the local planning policy framework through a strategic planning scheme amendment.	
Support the Birchip Cropping Group extension research into Indigenous planting	Support letters provided by Council to BCG and WDA for funding applications.
Encourage value-adding as a sustainable option for existing products.	Support letters provided to WDA for home based food trail across Wimmera Mallee, awaiting outcome.
Seek funding to upgrade a second ramp at the Livestock Exchange.	Funding from DCP Round 3 to be utilised for new northern corner ramp. Procurement underway.
Trial a modified community transport model that utilises existing Council vehicles.	Successful in obtaining funding from CHSP for two years of volunteer transport. Recruitment of Co Ordinator underway.

Highlight job opportunities for working remotely to attract people to live and work in the Shire.

A healthy and inclusive community

Action	Update
Expand the Warracknabeal Children's Centre to accommodate the higher demand in kindergarten and childcare.	Delays in issuing Building Permit has resulted in delays to construction. Due to commence prior to Dec 21
Seek funding for Dunmunkle Early Years and Childcare Centre.	Council has committed \$400,000 from the 22/23 Budget. Plans being prepared for funding submission. Election campaign project.
Re-engage with health services (post-covid) to embed intergenerational activities.	
Active involvement with the Regional Partnership Strengthening Children in Communities Program.	Continue to promote program through dedicated workshops for the community. 2 online sessions held in 21/22 to date.
Seek internal or external funding allocations to provide meaningful playgroup programs to families.	
Encourage the use of Library facilities across the Shire for all children and youth	School holiday programs in conjunction with library venues have had high participation rates.
Deliver short courses that assist Young people to gain employment.	Engage and Freeza funding applications submitted. Outcomes expected in first quarter of 2022.
Support community initiatives that raise awareness of gender equity and family violence.	

Support volunteers by coordinating their statutory requirements such as Police Checks.	Volunteer Co ordinator role being advertised. Looking to recruit multi agency volunteers.
Continue to implement Council's Cigarette Sales to Minors Program to improve retailer compliance and reduce in incidence of tobacco use in our younger demographic.	
Promote awareness through social media on the signs of family violence and the support mechanisms in place available for victims	
Develop masterplans for Murtoa and Warracknabeal Recreation Facilities	Appointment of consultants due in Nov 2021.
Seek funding for the design and development of the Murtoa Rabl Park Youth Park, Warracknabeal Pump Track and Hopetoun Skatepark upgrades.	Sport and recreation community facility grant - applications close Jan 22.
Develop a Participation Plan for the Beulah, Brim and Rupanyup Recreation Reserves as part of the 2020 Community Sport Infrastructure Stimulus Funding.	Plans for Beulah and Brim finalised. Rupanyup in progress. Joint LG Award winners for Tennis Vic
Become a Local Government Authority Vic Sport Member	
Continue to assist Sporting Clubs and Community Organisations with funding or grant applications to support sport, active and passive recreation programs, initiatives, or infrastructure	Masterplans, Hopetoun Lighting, Woomelang Bowling Green. Multiple projects underway.
Liaise with communities to ensure all Community Action Plans are up to date	Dedicated staff member assisting communities to update their CAPs. Lascelles, Rupanyup and Hopetoun all recently completed.
Ensuring representatives from Council attend Progress Association and Consultative Meetings.	
Promote the Library facilities across the Shire and encourage usage of all resources.	Increased Library Facebook engagement by 11% since July 1 st .
Advocate for GP services and specific specialist services to be delivered in place, eg dialysis.	

Utilise the Words on Wheels Van for the delivery of library items and engage communities as a social interaction space.	Ongoing improvement of community library spaces with recent improvements at Rupanyup and Woomelang.
Annual roadshows with Regional Assessment officer to promote services available	Roadshow undertaken through July prior to Covid restrictions.
Provide appropriate support mechanisms and resources to successfully implement community transport model	
Implement new client management system to improve our quality of service to clients of the Commonwealth Home Support Program	A new ICT system has been implemented to ensure client information processing.
Maintain support and promotion of Councils Access and Inclusion Plan to encourage participation and social connection for residents of all abilities.	

A robust and thriving environment

Action	Update
Funding to deliver a glass crusher that reduces waste	Procurement of glass crushing machine finalised, MoU with partner Councils being finalised. Delivery expected March 22.
Develop a Waste Management Strategy	Community consultation to take place through Feb-April 22.
Identify Councils resourcing requirements to implement the Victorian Governments waste reform targets	Community consultation to take place through Feb-April 22.
Participate in Municipal Association Victoria Procurement to group purchase green energy offsets to Council's power contracts.	Have entered in to Victorian Energy Collaboration with other Councils.
Development of an Environmental Strategy	



Encourage community groups to seek funding to install solar	eRup successful with funding from Murra Wurra Community Fund.
Install solar on Council owned- Community managed buildings	
Update the Tree Policy, Tree register and ensure a risk-based approach to tree maintenance across the Shire.	
Streetscape works targeted at reducing the heat impacts in main street districts	Beulah and Rupanyup Tree Planting to be undertaken in 21/22 year.
Continue collaboration with Catchment Management Authority for projects that encounter the environmental impacts of roadside weeds and pests	Additional funding received from Mallee Catchment Management Authority for north west Council area.
Seek additional environmental water for Minyip and Warracknabeal initiatives.	Integrated Water Management Funding applications close Dec 21.
Design Integrated water management systems for the larger townships to ensure preservation of stormwater.	Integrated Water Management Funding applications close Dec 21 – seek funding for Rupanyup this round. Seek design and costs for Beulah for Round 3.
Support Yarrilinks and Mallee Landcare in attracting funding to the Shire for environmental projects.	Multiple support letter provided to support Landcare funding applications.
Advocate to reduce the grid infrastructure capacity issues.	Active involvement in GNET Project Steering and community implementation committees.



A Council that **who serves its community**

Action	Update
Councillor professional development through forum and peer led education.	Six training days undertaken by Councillors to date in the 21/22 financial year.
Councillors to be kept informed about community events/issues and up to date with legislative compliance.	Regular forum attendance despite Covid restrictions.
Cultural Audit and Workforce Plan carried out to identify skill gaps and training requirements.	People Matters Survey completed with high participation and above state average results. Workforce Plan to be completed by Dec 2021.
Develop a Training Matrix/Plan to deliver on skill gaps and training requirements.	Training Plans finalised for all outdoor staff members.
Action on 'People Matters Survey' to improve gender equality and culture.	Gender Action Plan due by Dec 2021, to be incorporated in to the Workforce Plan.
Ensure performance reviews reflect accountability in all staff roles.	
Review the risk register at an operational level.	Partial completion.
Monitor, maintain and report on Audit outcomes.	Continuous reduction of Audit items, a further 11 closed at September Audit and Risk Committee meeting.
Upgrade the Council's website.	New website due to go live Nov 21.
Strong collaboration between Council and the Audit & Risk Committee including annual interactions with Councils internal and external auditors.	

12.6 Transfer of Lot 4, Gibson Street to Rupanyup Future Fund

Prepared by Jessie Holmes, Chief Executive Officer

SUMMARY

A request for Council to approve the consultation on a transfer of land in Gibson Street, Rupanyup for the purpose of development of housing to the Rupanyup Future Fund as approved at the September 2021 Ordinary Council Meeting. Consultation has finished and this report recommends the next steps.

RECOMMENDATION

That Council:

- 1) Transfer ownership of the land known as Lot 4 of Plan of Subdivision PS4121665
- 2) That the transfer of land require one allotment created in the proposed subdivision to be titled, with services connected, to Yarriambiack Shire Council for the purpose of Community Housing.
- 3) That any financial gain from the development of the property by the Rupanyup Future Fund be allocated for community purpose

Moved Cr T Hamilton Seconded Cr C Heintze

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment 1: Valuation Report Lot 4, Gibson Street, Rupanyup](#)

DISCUSSION

The issue of housing continues to be raised on multiple occasions across our communities.

Many communities require a range of interventions in their housing markets to ensure adequate supply to meet the needs of their demographics.

Wimmera Development Association finalised their housing strategy in 2020 with a range of recommendations on addressing the above challenges.

As a result of community consultation and the WDA Housing Strategy, Council has embarked on an ambitious intervention in to the Yarriambiack Housing market to attempt to address some of the varied challenges.

In addition to partnering with DEWLP and WDA through the Housing Taskforce, Council is pursuing funds from the Big Build to develop an additional 14 Affordable dwellings across five communities.

Rupanyup Action Group and a number of interested parties from the Rupanyup community have identified an opportunity to develop a large parcel of land into suitable housing blocks for the purpose of building executive style housing.

The land identified was Lot 4 Plan of Subdivision 4121665 (Gibson Street) which is owned by Yarriambiack Shire Council.

A valuation was undertaken on the land and it has been valued at \$79,000 as per the attached report. The land currently has the opportunity to connect to power, water and sewer but is not tapped in.

MINUTES	Ordinary Meeting of Council
Issue Date: 24 November 2021	

The proposal from the community is that funds from the RMFG be utilised in creating the Rupanyup Future Fund for the purpose of subdividing the block in to eight Lots, 20m by 60m for the purpose of sale to build executive style housing. A caveat would be placed on the titles to ensure they were designed appropriately.

On title of the subdivision, Lot 8 would be gifted back to Yarriambiack, fully serviced, for the purpose of community housing dwellings.

Any profit from the sale of the blocks would be used for the Rupanyup Future Fund to advance community objectives.

Before the sale of Council owned land, a land valuation is required and must be valid within six months of a Council decision. In addition Council is required to use deliberative engagement as per our adopted Community Engagement Policy to seek the views of the Yarriambiack community in relation to the appropriate exchange of land for financial gain or community purpose.

The proposal to transfer the land to Rupanyup Future Fund was placed in locally circulating newspapers and on social media. Three submissions were received, with one in favour of the proposal and two seeking additional information about the Rupanyup Future Fund and community involvement in the project.

Ferguson Perry Surveying have been engaged to undertake the work associated with the proposed subdivision and it is expected that certification of titles will occur within 12 months of the transfer of the land.

Rupanyup Future Fund will have a member of Council staff, the Manager Development Services, attending their meetings and offering assistance on the project. Conveyancing documentation will be prepared by Power and Bennet.

RELEVANT LAW

Local Government Act 2020

Land Act 1958

COUNCIL PLANS AND POLICIES

Council Plan Strategic Objective 4: A Planned Future

Council Plan Strategic Objective 4.1: Strong and diverse local economy.

RELATED COUNCIL DECISIONS

Not Applicable

OPTIONS

Option 1:

That Council put the identified land to the public market for sale.

Option 2:

That Council develop the land for the purpose of subdivision and sale.

Option 3:

That Council retain ownership of the land and undertake no developments.

SUSTAINABILITY IMPLICATIONS

Economic: Not applicable

Social: The opportunity to provide appropriately located and well designed, service land for housing to ensure the community can build adequate executive housing stock with minimal intervention by Council following transfer of the land is a significant social benefit as identified in the Rupanyup Community Action Plan and in line with wider housing commitments in the Yarriambiack Council Plan 2021-2025.

MINUTES	Ordinary Meeting of Council
Issue Date: 24 November 2021	

Environmental: Not Applicable

Climate change: The land is currently vacant with an open drain traversing through the eastern end. The development of the blocks will consider appropriate drainage whilst also ensuring adequate building envelopes and housing designs that consider 6 star plus energy rating.

Financial: The land is valued at \$79,000 and could be put to the market for sale. However, this could result in the underutilisation of the land. The opportunity for the land to be subdivided, serviced appropriately and be made available offers a range of benefits including:

- Use of Rupanyup Minyip Finance Group funding to develop the blocks appropriately with electricity, water and sewerage connections
- Orderly planning of the land to ensure consideration for the open drainage
- Council will receive one of the proposed subdivided blocks, serviced, for the purpose of building community affordable housing stock in a central location.

The land once subdivided and sold, will see rates levied against up to seven blocks.

Any profit from the sale of land will be reinvested into the community for future planning and development.

COMMUNITY ENGAGEMENT

The community has raised the need for more affordable housing in the Rupanyup Community as well as support for executive style housing to address shortages for teachers, paramedics and other health staff. The original proposed site for community housing was not endorsed by the community so the alternative Gibson location was discussed. Meetings with a range of community members has seen the proactive formation, utilising RMFG seed funding, of Rupanyup Future Fun as a vehicle to develop housing land for the community.

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.

<i>Gender Impact Assessment (GIA)</i>	<i>Status</i>
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	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>
Political Risk - Residual Risk Level Low	Risk of reduced community involvement in the delivery of quality affordable housing stock.	Reduces Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Wimmera Development Association Housing Strategy 2020

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.



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- Listed fund, property trust advisors
- Super fund and syndicate advisors
- Plant and machinery valuation
- General insurance valuation
- Property market research

Preston Rowe Paterson is a growing and sustainable national business that harnesses the energy of local ownership that ensures expert local knowledge in all the areas we operate in.



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Directors

Ben Sawyer Certified Practising Valuer AAPI Reg 63163

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E ben.sawyer@prp.com.au

Valuation Summary

This Executive Summary must be read in context of and in conjunction with the full valuation report of which this Executive Summary forms part. All comments, terms and conditions contained in the full valuation report relate directly to this Executive Summary.

All investigations have been conducted independently and without influence from a third party in any way.

The Valuer/firm (in addition to the principal valuer) has no Potential Conflict of Interest or Pecuniary Interest (real or perceived) relating to the subject property.

This valuation has been carried out in accordance with the Royal Institution of Chartered Surveyors (RICS) Red Book valuation professional standards and/or the Australian Property Institute (API) 'Professional Practice' guidance notes.



Property Address:	Lot 4 PS412166S, Gibson Street, Rupanyup VIC 3388
Assessment Number:	7383
Real Property Description:	Lot 4 PS412166S
Instructing Party / Client:	Chantelle Pitt Yarriambiack Shire Council 34 Lyle Street Warracknabeal VIC 3393
Instructions:	To determine the 'As Is' Market Value of the subject property
Interest Assessed:	Fee simple unencumbered freehold
Purpose of Assessment:	Consultancy purposes and for no other purpose

Date of Instruction: 10/08/2021
Date of Inspection: 17/08/2021
Relevant Date: 17/08/2021
Property Type: Vacant residential land

Land Area:	PARCEL	SIZE
	Lot 4 PS412166S	1.056 ha

Zoning: Township Zone (TZ) – Yarriambiack Shire Council Planning Scheme

Occupancy: Vacant land

Comments: The subject property comprises a mostly rectangular-shaped 1.056 ha vacant Township Zone allotment situated approximately 300 metres east from the Rupanyup post office in a mixed use area on the northern side of Gibson Street. The Rupanyup football oval is located effectively opposite the subject to the south.

The allotment is predominantly cleared and has sealed road access but has no kerbing or footpaths. The allotment is unfenced on the eastern and western boundaries and has basic ag-style fencing along the northern boundary. All usual services are available for connection. We note that there is a drain running through the allotment.

Market Value 'As Is': We are of the opinion that the **Market Value 'As Is'** of **Lot 4 PS412166S, Gibson Street, Rupanyup VIC 3388** as at the date of valuation is in the sum of:-

\$75,000 (Seventy-Five Thousand Dollars) excluding GST and subject to Vacant Possession

- We assume that information provided by the Instructing Party is correct and not misleading towards forming an understanding of the property for the purposes of this valuation;
- We assume that the property is unaffected by any road resumption proposals;
- The above land area has been taken from the Plan of Subdivision, which is replicated in Appendix C. Should a formal survey reveal otherwise, we reserve the right to reconsider our valuation herein;
- We assume that the subject site as inspected is within Title boundaries and there are no encroachment issues;
- We assume that the property is free from any contamination issues.

Valuer:



Signature of Valuer: on behalf of
**Preston Rowe Paterson Horsham & Wimmera
Pty Ltd**
Tyler Neville
Certified Practising Valuer AAPI Reg. 105391



Signature of Check Valuer/Director:
**Preston Rowe Paterson Horsham & Wimmera
Pty Ltd**
Ben Sawyer, Director
Certified Practising Valuer AAPI Reg. 63163

Reliance on this report should only be taken upon sighting the original document that has been signed by the Inspecting Valuer who has undertaken the valuation. The Counter Signatory or Director has read this report and verifies that the report is genuine and is endorsed by Preston Rowe Paterson Horsham & Wimmera Pty Ltd. The Counter Signatory or Director has not inspected the property or the comparable sales and/or rental evidence amongst other things. The opinion of value expressed herein has been solely arrived at by the Valuer who undertook the inspection and prepared the valuation report.

Appendix A Photographs



Appendix B Sales Evidence and Calculations

Lot 36 LP9711, McIntosh Avenue, Rupanyup VIC 3388		
	Sale Price:	\$39,000
	Sale Date:	02/07/2021
	Land Area / Rate:	1,012 sqm / \$39 per sqm
<p>Description: Comprises a vacant rectangular-shaped Township Zone allotment of 1,012 sqm. Gravel road access. All usual services available for connection.</p>		
<p>Comparison to Subject Property: Smaller allotment. Comparable location with inferior access. Higher rate per sqm due to the smaller size of the allotment.</p>		

104 Cromie Street, Rupanyup VIC 3388		
	Sale Price:	\$25,000
	Sale Date:	20/04/2021
	Land Area / Rate:	1,394 sqm / \$18 per sqm
<p>Description: Comprises a vacant rectangular-shaped Township Zone allotment of 1,394 sqm. Located at the end of a sealed road. All usual services available for connection.</p>		
<p>Comparison to Subject Property: Smaller allotment. Comparable location with inferior access. Higher rate per sqm due to the smaller size of the allotment.</p>		

Lot 31 LP9711, McIntosh Avenue, Rupanyup VIC 3388		
	Sale Price:	\$25,000
	Sale Date:	14/04/2021
	Land Area / Rate:	1,012 sqm / \$25 per sqm
<p>Description: Comprises a vacant rectangular-shaped Township Zone allotment of 1,012 sqm. Gravel road access. All usual services available for connection.</p> <p>Comparison to Subject Property: Smaller allotment. Comparable location with inferior access. Higher rate per sqm due to the smaller size of the allotment.</p>		

24 Mill Street, Minyip VIC 3392		
	Sale Price:	\$35,000
	Sale Date:	25/06/2021
	Land Area / Rate:	1,929 sqm / \$18 per sqm
<p>Description: Comprises a vacant, almost rectangular-shaped Township Zone allotment of 1,929 sqm. Sealed and gravel road access. All usual services available for connection.</p> <p>Comparison to Subject Property: Smaller allotment. Comparable location. Higher rate per sqm due to the smaller size of the allotment.</p>		

Lot A RP018413, Anderson Street, Warracknabeal VIC 3393		
	Sale Price:	\$111,500
	Sale Date:	26/03/2021
	Land Area / Rate:	9,838 sqm / \$11 per sqm
<p>Description: Comprises a vacant irregular-shaped Township Zone allotment of 9,838 sqm. There is some timber on the northern portion of the allotment. Dual sealed road access. All usual services available for connection. Irregular shape may make the allotment difficult to develop.</p> <p>Comparison to Subject Property: Smaller allotment. Superior location within the larger township of Warracknabeal. Higher rate per sqm due to the superior location.</p>		

Calculations:

COMPONENT		
Lot 4 PS412166	10,560 sqm @ \$7.00 per sqm	\$73,920
For practical valuation purposes adopt		\$75,000

Appendix C Certificate of Title and Plan of Subdivision

AS133026L_10405.366
Department of Environment, Land, Water and Planning

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REGISTRATION CONFIRMATION STATEMENT

Produced: 02/05/2019 02:36:14 PM

VOLUME 10405 FOLIO 366

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 412166S.
PARENT TITLES :
Volume 09795 Folio 284 Volume 10330 Folio 321
Created by instrument PS412166S 07/10/1998

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
YARRIAMBIAK SHIRE COUNCIL of 34 LYLE STREET WARRACKNABEAL VIC 3393
AS131445A 02/05/2019

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS412166S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AS131445A	RECTIFY PROPRIETORSHIP	Registered	02/05/2019
AS131497E	RECTIFY PROP. DERIVATION	Registered	02/05/2019

Appendix D Terms and Conditions

Explanation

1. The following terms and conditions are the standard terms and conditions that apply to all Valuations or the Valuation Services or consultancy services and Services provided by Preston Rowe Paterson Horsham & Wimmera Pty Ltd.
2. These terms and conditions form part of the appointment of Preston Rowe Paterson Horsham & Wimmera Pty Ltd by the Client to provide the Services.
3. Preston Rowe Paterson Horsham & Wimmera Pty Ltd and its valuers are members of a Limited Liability Scheme in the meaning of the Professional Standards Act 1994.
4. The Valuation and all Valuation Services are provided by Preston Rowe Paterson Horsham & Wimmera Pty Ltd subject to these Terms and Conditions;

Definitions

5. The following definitions apply to these Terms and Conditions and the provision of our Valuations, Valuation Services and Services:-

'Client' shall mean Yarriambiack Shire Council.

'Confidential information' means information that:

(a) Is by its nature confidential;

(b) Is designated by Us as confidential;

(c) You know or ought to know is confidential; and

(d) Includes, without limitation:

(i) Information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services; and

(ii) The Quotation which We have provided to You.

'Date Of Valuation' means, in relation to any Valuation, Valuation Services, Services or consultancy services or advice, the date of preparation of our report or the specific date as at which our opinions are stated to apply (the Relevant Date).

'Director' means a Director noted on the Australian Securities and Investment Companies (ASIC's) records for Preston Rowe Paterson Horsham & Wimmera Pty Ltd

'Fee' means the amount agreed to be paid for the Services by You as set out in the Quotation.

'Limited Liability Scheme' means a scheme pursuant to the Professional Standards Legislation in the State of Victoria

'Parties' means You and/or Us as the context dictates.

'Quotation' means the written quote provided by Us in relation to the Services.

'Relevant Date' means the specific date that our opinion is stated to apply where we are instructed to value at a specific date other than the date of inspection.

'Services' means the Valuation, Valuation Services, asset management, property management, facilities management or consultancy services or advice provided by Us pursuant to these Terms and Conditions and the Quotation.

'Valuation' shall include a Valuation, Valuation services, or feasibility study, made or given in relation to any real or personal property, freehold or leasehold property, asset, liability or item or items of plant and machinery, proposed development, infrastructure, carbon, water or native title property right, business, fixtures, fittings or other property;

'Valuation Services', shall include any oral or written advice, opinion, recommendation or statement communicated to the Client by Us consequent upon or incidental to the request for a Valuation;

'Valuer' means the individual valuer that has undertaken the valuation or valuation services;

'We', 'Us', 'Our (s)' means Preston Rowe Paterson Horsham & Wimmera Pty Ltd, our employees, contractors, servants and agents;

'You', 'Your' means the Client engaging Us to perform the Valuation, Services or Valuation Services;

Quotation

6. Prior to commencing work We will provide you with a Quotation that sets out who the report is for; the purpose for which the report is being prepared and the fee to be charged. You agree that:
 - (a) you will not use any advice we provide for any purpose other than as stated in the Quotation;
 - (b) you will not pursue any claim against Us for any loss you suffer because you have used Our advice for any other purpose;
 - (c) you will keep this report confidential, unless otherwise agreed by Us in writing; and
 - (d) you will indemnify Us in relation to any loss suffered by a third party that relies on Our advice without first receiving our written consent to do so.

Your Obligations

7. You agree that:
 - (a) You will not use any advice We provide for any purpose other than as stated in the Quotation;
 - (b) You will not pursue any claim against Us for any loss You suffer because You have used Our advice for any other purpose;
 - (c) You will keep this report confidential, unless otherwise agreed by Us in writing; and
 - (d) You will indemnify Us in relation to any loss suffered by a third party that relies on our advice without first receiving Our written consent to do so.
8. You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Valuation, Valuation Services or Services. You also accept all risk and any loss that might occur should you withhold any relevant information from Us.

9. You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Valuation, Valuation Services or Services are provided with the authority of the authors of those reports.
10. You authorise and license Us to incorporate Your intellectual property within Our report(s).
11. The Valuation and all Valuation Services are provided by Us solely for the use of the Client. You will not release any part of Our valuation or consultancy report or its substance to any third party without the written consent of one of Our Directors. Such consent will be provided at Our absolute discretion and on such conditions as We may require including that a copy of these Terms and Conditions must be provided to such third party. This clause shall not apply to persons noted as recipients in Your prior instruction to Us or in the Quotation provided. You are obligated to provide any such recipient with a copy of these Terms and Conditions.
12. If You release any part of the valuation or consultancy advice or its substance with Our written consent, You agree: a) to inform the other person of the terms of our consent; and b) to compensate Us if You do not do so. We have no responsibility to any other person even if that person suffers damage as a result of any other person receiving this Valuation, Valuation Services, Services or consultancy advice.
13. You are agree that We do not and will not assume any responsibility to any person other than the Client for any reason whatsoever including, without limiting the generality of the foregoing, for breach of contract, negligence (including negligent mis-statement) or wilful act or default of itself or others by reason of or arising out of the provision of the Valuation, Valuation Services or Services and notwithstanding that any damages have been suffered or incurred by that person as a result of the provision of this Valuation or those Valuation Services to the Client or the use of either of them (or any part of either of them) by the Client for any purpose whatsoever;
14. You must pay our Fees within 14 days of the date of a correctly rendered invoice, unless otherwise dealt with in the Quotation. Fees that remain unpaid for a period of 30 days or more will attract an administration charge of 2% of the total of the invoice calculated per month or part thereof.
15. You agree that We reserve the right to reconsider or amend the Valuation, Valuation Services, Services or consultancy advice, or the Fee set out in Our Quotation to You, if we identify information or facts that were not provided to Us at the time of quoting that reveal that the task is much greater than we initially anticipated from the information you provided. In such circumstances, once We have identified additional issues that necessitate additional work, we will advise you of the additional fees for additional time required to complete the task.
16. You agree that neither the whole nor any part of Our Valuation or the substance of any of Our Valuation Services or Services may be communicated to any third party (whether by way of inclusion in a document, circular, statement, prospectus, Product Disclosure Statement (PDS), public offer document or otherwise) without first obtaining the written consent of one of Our Directors. Neither the whole nor any part of Our valuation report or Valuation Services report or any reference to it may be included in any published document, circular or statement, prospectus, Product Disclosure Statement (PDS), public offer document, nor published in any way, without written approval by one of Our Directors as to the form and context in which our Valuation or Valuation Services may appear. Notwithstanding the foregoing, the Client agrees that in the event that it does communicate to a third party the whole or any part of this Valuation or the Valuation Services it shall also communicate to that third party these Terms and Conditions. Furthermore You agree to indemnify Us in the event of any failure so to do;
17. You agree that every right, immunity, exemption and limitation or liability in these terms and conditions shall continue to have its full force and effect in all circumstances notwithstanding

any breach of contract or the Terms and Conditions hereof by Us or any person entitled to the benefit of these Terms and Conditions;

18. You agree that if any provision or any part of a provision hereof is unenforceable for any reason whatsoever, such unenforceability shall not affect any other part of such provision or any other provision of these Terms and Conditions;
19. You will only use the valuation or valuation services for the specific purpose stated by us. You agree that you will not use the valuation or valuation services for any other purpose, unless you have our expert's written consent to do so.

Intellectual Property

20. All Our intellectual property contained within any advice We provide, remains Our property. We only grant you licence to use Our intellectual property to carry out the purpose for which the advice was provided.

Length of Time Our Valuation or Valuation Services can be relied upon

21. Our Valuation and or Valuation Services are current at the Date of Valuation only. The value assessed in Our Valuation or Valuation Services Report may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, We do not assume responsibility or accept any liability where the valuation is relied upon after the expiration of ninety (90) days from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. Notwithstanding the above You accept that our Valuation and or Valuation Services are current as at the Date of Valuation only and no representation or warranty is made as to the future value of the property.

Assignment of Valuation or Valuation Services

22. You acknowledge that We reserve the right, at Our absolute discretion, to determine whether or not to assign Our valuation to any third party. Without limiting the extent of Our discretion, We may decline a request for assignment where:
 - a) the proposed assignee is not a major recognised lending institution (such as a bank or other lender regulated by the Banking Act 1959);
 - b) the assignment is sought in excess of 3 months after the date of valuation;
 - c) we consider that there has been a change in conditions which may have a material impact on the value of the property;
 - d) the proposed assignee seeks to use the valuation for an inappropriate purpose; or
 - e) Our Fee has not been paid in full.
23. Where We decline to provide an assignment We may be prepared to provide an updated valuation on terms to be agreed at that time.
24. In the event that You request us to assign Our valuation and We agree to do so, You authorise Us to provide to the assignee a copy of these Terms and Conditions, the original Quotation and any other document, including instructions provided by You, relevant to the scope of Our Valuation or Valuation Services.

Property or Valuation Circumstance Specific Qualifications, Assumptions and Conditions Precedent within our reports

25. We are providing You with our professional opinion as valuers. Our opinion is usually provided by way of a valuation report. That report will set out a number of important qualifications, assumptions and conditions precedent which We may need to make, in addition to these Terms and Conditions, relative to the circumstances of the particular property or properties (real or personal property) under consideration.
26. You agree to read these qualifications, assumptions and conditions precedent carefully, and understand that if the assumptions that we have made or relied on are circumstances that do not prevail or eventuate, or are found later to be inaccurate, Our opinion as to value may be materially different. You agree to solely bear the risk in relation to any loss you might suffer, should this occur.
27. The qualifications, assumptions, and conditions precedent that We make will usually depend on the circumstances of the property being valued and are made in relation to matters that We do not have expertise to verify or We cannot verify information provided to Us within the time required to complete the valuation. These will be set out in detail in the Valuation, Valuation Service report or Services report that We provide to You.
28. These qualifications, assumptions and conditions precedent typically will relate to:-
 - (a) Land contamination and environmental risk;
 - (b) Planning Information;
 - (c) Planning and Development Controls and Consents;
 - (d) Title including Notifications on Title such as Easements, Caveats, Restrictions and other dealings;
 - (e) Building Areas;
 - (f) Building Structural Integrity;
 - (g) Building Compliance with the Building Code of Australia;
 - (h) Pest Infestation;
 - (i) Leases, Licences and Tenancies;
 - (j) Strata Title Certificates;
 - (k) Plant and Equipment within Buildings;
 - (l) The veracity of and sources of Sales and Letting Information and Transaction Data;
 - (m) The nature of forecasting, future value assessment and discounted cash flow analysis;
 - (n) The basis of Value where access to the property is restricted; and
 - (o) Whether or not the property has been completed where a development.
29. You agree that we will include property specific qualifications, assumptions and conditions precedent within Our reports as circumstances require. Furthermore You agree that it is Your responsibility to carefully read and consider these qualifications, assumptions and conditions precedent and discuss them with Us if they cause You any concern.

Pecuniary Interest

30. You acknowledge that We do not have any pecuniary interests in the subject property, the property owner, the Responsible Entity or the manager/ promoter of the scheme or the Product Disclosure Statement;

Undertaking and Statement by the Valuer

31. You acknowledge that We confirm that the valuer whom has undertaken this Valuation or Valuation Services is registered and qualified to carry out the valuation of properties. Furthermore We confirm that the valuer has had 5 years continuous experience in valuation, including more than 2 years' experience in Australia and including experience in valuing properties in the locality where the subject property is situated or in valuing properties of a similar nature.

Executive Summary

32. Our executive summary in Our Valuation or Valuation Services Report must be read in context of and in conjunction with the full valuation report of which this executive summary forms part. All comments, terms and conditions contained in the full valuation report and

Quotation relate directly to this Executive Summary.

COVID-19

33. Our valuation has been prepared at a time when the economy and real estate markets for all asset classes / property types continue to be affected by the ongoing COVID-19 pandemic, some positively and some negatively.

To date, the impact of the pandemic has been characterised by periods of disruption followed by short periods of an almost return to pre-COVID normality and in turn, further outbreaks of the virus causing ongoing economic and real estate market disruption.

The disruption has been in the form of people movement and other restrictions, geographic lockdowns, state and international border closures, all of which have adversely impacted certain sectors of the economy and real estate markets. Also, these COVID-19 pandemic mitigation measures have not been consistently and concurrently applied in inter and intra state and territory geographic locations of Australia, which has at times further exacerbated the impact of the disruption.

Some real estate asset classes/ property types have been more resilient than others based on the extent to which tenants and owners (landlords) and their businesses have been affected. In fact, some asset classes/property types have improved during the rolling COVID-19 Pandemic economic disruption.

As is the case in any economic and real estate market cycle, in preparing our valuation we have, where possible, considered recent sales and letting transaction evidence/market activity to inform our direct comparison approaches to valuation. Recent transaction data is more readily available in currently active markets compared to those which are more adversely impacted and where activity may have slowed.

Where rental and sales market activity has slowed for certain asset classes/property types and, as a result, rental and capital values have been or are likely to be impacted, we have made appropriate adjustments to our valuation based on our experience and to the best of our ability as is appropriate. This may have included consideration and adjustment of more dated transaction evidence where there has been limited recent activity. Where we have had to make adjustments in these circumstances, we reserve the right to reconsider our valuation should the particular market correct more than has been anticipated.

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 Rural Councils Transformation Project Round 2 Application

By: Tammy Smith, Director Business Strategy and Performance

SUMMARY

In March 2020 Yarriambiack Shire Council undertook a collaborative procurement arrangement with Buloke Shire Council to appoint a consultant to develop an Information, Communication and Technology (ICT), Geographical Information System (GIS) and Business Transformation Strategy. On 25 August 2021, the Strategy was adopted by Council.

The State Government has invited applications for Round 2 of the Rural Council's Transformation Project, which will enable Council to apply for funding to support initiatives outlined in our adopted ICT and Business Transformation Strategy.

RECOMMENDATION

That Council support Yarriambiack Shire Councils joint application for the Round 2 Rural Council's Transformation Project Funding with Buloke Shire Council and Ararat Rural City Council.

Moved Cr K Kirk Seconded Cr G Massey

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Rural Councils Transformation Program Round 2 Funding Guidelines](#)

DISCUSSION

The RCTP Round 2 funding guidelines aims to fund the delivery of new and ongoing collaboration resource sharing arrangements that will deliver service transformation and improved sustainability to support existing Council functions, including direct service delivery, corporate services, procurement and/or asset management.

The round 2 funding applications should be within a maximum funding envelope of \$250,000 per participating rural council, or \$1 million per application, which ever is the lesser. The application must include a minimum of two rural Council's.

Yarriambiack Shire Council has joined with Buloke Shire Council and Ararat Rural City Council to develop a joint application.

The three Council's combined will be applying for \$750,000 to deliver the following ICT projects, in alignment with Council's adopted ICT and Business Transformation Strategy:

- a) SQL Server implementation: This will assist with mitigating the risks of disaster recovery and business continuity, whilst also providing a platform for data to be extracted to build Power BI dashboards.
- b) Power BI dashboards: Dashboards to be developed and implemented to increase business efficiency and provide evidence based financial and non-financial data for analysis purposes.
- c) Electronic Document Records Management System (EDRMS) future enhancements: Whilst Council has implemented SharePoint and Avepoint as its EDRMS, further enhancements are required to ensure the system is being utilised to its full capabilities.

- d) **Greenlight Building and Planning Enhancements:** The Councils will be looking to build an integration between the Greenlight software and our Property and Rating Software, whilst also implementing an online application and payment portal for ease of transaction.
- e) **Integration Developments:** Integration to be built between Council's property and rating system and the emergency management software, to eliminate duplication of name and address registers and have one source of truth for data.
- f) **Asset Management:** The implementation of an asset predictor modelling tool that is designed to cater for long term-planning of infrastructure assets. The software will be supported by a dashboard to assist with deliberative community engagement activities.

The application is due for submission by 2pm, 10 December 2021. The three Councils have completed the first part of the application process by presenting the project concept to the Program Manager and representatives at the Department of Jobs, Precincts and Regions.

If successful with the application, Yarriambiack is in the position to commence the project once funding agreements are signed.

RELEVANT LAW

Local Government Act 2020

Overarching Governance Principles

Strategic Planning Principles

Financial Management Principles

Service Performance Principles

COUNCIL PLANS AND POLICIES

Council Plan 2021 - 2025

Strategic Objective 4 – A Council who serves its community

This application will support Council's objectives to improve the functionality and accessibility of customer service to our community both online and in person and remaining focused on reducing outstanding audit items.

RELATED COUNCIL DECISIONS

25 August 2021 – Adoption of Council's ICT and Business Transformation Strategy.

OPTIONS

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

SUSTAINABILITY IMPLICATIONS

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

The establishment of the ICT and Business Transformation Strategy provides a governance framework to consider financial, economic, social, and environmental sustainability risks of the municipal district with an ability to mitigate risks via ICT system solutions and processes. The Round 2 RCTP funding application supports Council's strategic objectives.

COMMUNITY ENGAGEMENT

Engagement has not been undertaken to develop the Strategy.

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.

MINUTES	Ordinary Meeting of Council
Issue Date: 24 November 2021	

The development of an ICT and Business Transformation Strategy is 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 k) Introduce a new policy, program and/or service; or l) 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 Description and Residual Risk Level	Risk and	Action to Mitigate/Reduce Risk	Does Action maintain or reduce Residual Risk Level
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low		The implementation of an ICT and Business Transformation Strategy identifies the actions to be taken and the investment required to enhance governance and compliance practices. The funding enables Council to implement the strategic objectives.	Maintains Residual Risk Level
Financial Risk - Residual Risk Level Medium		The strategy outlines the investment required by Council to enhance and develop its ICT and business processes. Provides defined funding required to inform decision making. The funding provides benefit by not having to utilise own source revenue to fund the strategic objectives.	Maintains Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Not applicable

CONFLICTS OF INTEREST

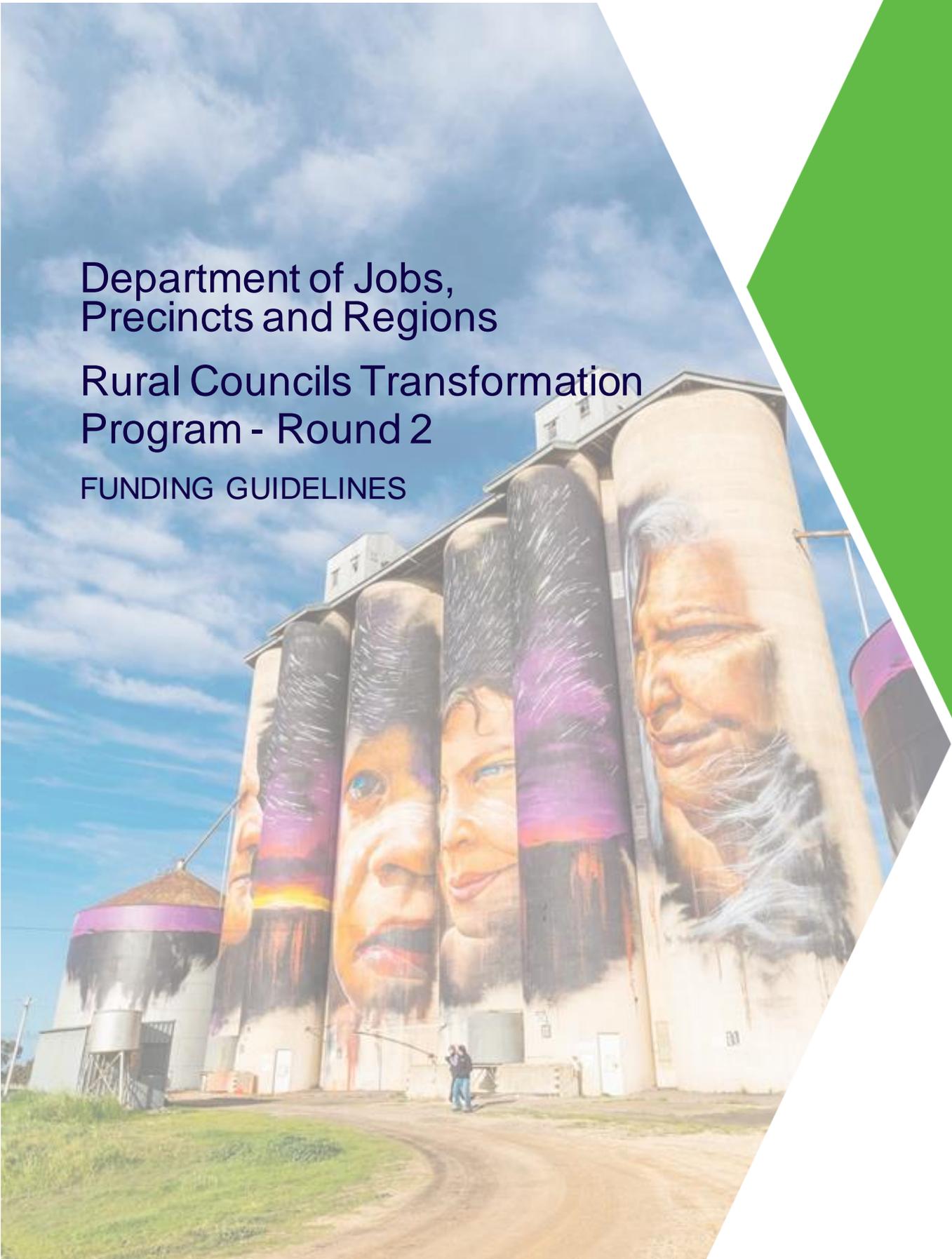
All officers involved in the preparation of this report have declared that they do not have a conflict of interest in the subject matter of this report.

MINUTES	Ordinary Meeting of Council
Issue Date: 24 November 2021	

Department of Jobs,
Precincts and Regions

Rural Councils Transformation
Program - Round 2

FUNDING GUIDELINES





Authorised by the Victorian Government
Department of Jobs, Precincts and Regions
1 Spring Street, Melbourne, Victoria 3000

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Available at Local Government Victoria's website
localgovernment.vic.gov.au

Message from the Minister for Local Government

Rural councils play an important role in creating local jobs, building stronger, more resilient communities and, more recently, in supporting people who are doing it tough throughout the pandemic.

The Victorian Government is committed to help improve the ability of rural councils to deliver the services rural communities need.

Opening up the Rural Councils Transformation Program for a second round of funding enables us to use the learnings from the first round to deliver new and ongoing collaborations and resource sharing arrangements between rural councils.

This second round of funding will provide funding for smaller scale projects that can be more easily managed and delivered. It has been designed to harness the capacity and capability of partner councils, including other Victorian rural, regional, or metropolitan councils.

Please take some time to read through these guidelines as you begin to think about the opportunities this program may provide to your council and local communities.

I look forward to seeing the projects that you put forward under this round of the RCTP.



The Hon Shaun Leane MP
Minister for Local Government

A handwritten signature in black ink, appearing to read 'Shaun Leane'.

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1 Rural Councils Transformation Program

Context

Rural councils often have restricted ability to affordably deliver and invest in services and infrastructure, in part due to their dispersed populations and larger geographic areas. Compared to their metropolitan and regional centre counterparts, rural councils tend to face greater barriers to sustainability, meaning they are less likely to have the capacity to meet the service and infrastructure needs of their community and absorb foreseeable changes and unexpected shocks into the future.¹

With populations forecast to decline in some rural areas over the coming decades, these challenges will likely be exacerbated into the future.

Rural councils generally have less capacity to innovate, plan strategically, or generate efficiencies than their metropolitan and regional centre counterparts.

The adoption of regional service delivery models can help to achieve greater service benefits for rural communities through increased collaboration across councils and the delivery of greater efficiencies. Economies of scale may be achieved through more efficient service delivery with integrated regional services, greater collective buying power through collaborative procurement, or shared corporate services. Such partnering arrangements can lead to more efficient service delivery, ultimately contributing to improved sustainability and better service provision for communities.

1.1 Overview of the Program

The Victorian Government committed \$20 million of funding in the 2018-19 financial year towards the Rural Councils Transformation Program (RCTP).

The RCTP seeks to incentivise the implementation of transformative projects on a regional level, such as joined-up service delivery, corporate services, procurement and asset management. This will help to improve the sustainability of councils which would not be able to invest in these transformations without financial assistance.

An initial round of funding was conducted in 2018-19.

A second round of applications for RCTP funding opens on Thursday 7 October 2021.

This second round, whilst considered 'transformational', will seek to deliver quantifiable benefits in a shorter term and at a reduced scale compared to the first round, with a focus on rural councils.

It is acknowledged that transformation comes in all shapes and sizes and transformation for one council may be considered incremental change for another. The measure of success will be the contribution to the collective sustainability of the sector.

1.2 What are the objectives of the Program?

The RCTP aims to:

- Improve the financial sustainability of rural councils by achieving economies of scale, including through regional service delivery or collaborative procurement
- Promote more efficient and improved service delivery through collaboration and innovation
- Facilitate benefits for rural and regional communities, with priority given to those for rural communities
- Demonstrate potential efficiencies to be gained through regional service delivery

¹ Department of Environment, Land, Water and Planning (DELWP), 2012, Local Government Performance Reporting Framework

1.3 How much can be applied for?

Under round 2 of the RCTP rural councils (see **Appendix A**) can apply for funding.

Round 2 RCTP applications for funding should be within a maximum funding envelope of \$250,000 per participating rural council (see **Appendix A**) or \$1 million per application, whichever is less. This is reflective of the size of projects anticipated. All amounts are GST exclusive.

1.4 How does the Program work?

Applications for funding are invited which outline the delivery of a new and ongoing collaboration and resource sharing arrangement between Victorian councils that is implementable within 24 months from the execution of the Grant Agreement (see **section 5.1**) and includes a minimum of two rural councils (see **Appendix A**).

Funding will be awarded through a competitive grant application process (see **section 3**).

The participant councils are expected to have the capacity and commitment to fund the arrangement beyond delivery. Savings or efficiencies gained through the project remain with the councils.

For specific conditions of funding refer to **Section 5**.

2 Eligibility

2.1 Who can apply?

Only rural councils (**see Appendix A**) can be awarded funding under Round 2 of the RCTP, but all Victorian councils can be part of an application.

2.2 What type of projects may be supported?

Round 2 of the RCTP will fund the delivery of new and ongoing collaboration and resource sharing arrangements that will deliver service transformation and improved sustainability to support existing council functions including direct service delivery, corporate services, procurement and / or asset management.

The focus of this round of funding is on the practical implementation of reform. Applicants should therefore be confident of positive outcomes and be able to demonstrate these for the purposes of project evaluation.

There are no limitations to the services that will be considered, but councils should be mindful of the capacity and capability challenges facing rural councils, identified within the Rural and Regional Councils Sustainability Reform report (2017) found here:

https://www.localgovernment.vic.gov.au/_data/assets/pdf_file/0032/166739/Rural-and-Regional-Councils-Sustainability-Reform-Program_Phase-1-Final-Report.pdf.

The audits of the Victorian Ombudsman or the Victorian Auditor-General's Office may offer further direction and support for RCTP proposals.

Applicants should also be mindful of opportunities for reform that have arisen with the passing of the *Local Government Act 2020*.

In developing proposals, councils should also take account of the extent to which the project will strengthen local economies and create employment opportunities in rural areas.

Examples of collaboration and resource sharing arrangements include:

- Jointly owned fleet management entity
- Shared statutory services
- Shared corporate services
- Shared engineering services
- Shared asset management
- Shared procurement
- Shared service planning
- Shared workforce planning

Examples of potential projects are provided in **Appendix B**.

The elements of successful projects that will generally be funded under the RCTP include, but are not limited to:

- Establishment of governance arrangements
- Digital transformation or system development (**see Appendix C**)
- IT hardware and software – both new and upgrades
- Staffing – management and administration (wages and oncosts funded to 50%)
- Related consultancy advice – legal and finance
- Buildings (leased only) and fixtures and furniture – leased and owned
- Vehicles and equipment (phones, computers, office supplies)

2.3 What type of projects will not be supported?

The following activities generally will not be considered for funding:

- Projects that have been completed prior to requesting funding
- Projects where funding is more likely to be provided by other Victorian Government sources or programs
- Projects requiring ongoing funding from the Victorian Government
- Ongoing operating costs, maintenance costs or salary subsidies, once the initiative is established
- The purchase of land
- Standalone feasibility studies, business plans, cost benefit analyses and economic impact studies (that do not include an implementation phase)
- Projects with fewer than two rural councils (**see Appendix A**) and/or exceeding 24 months implementation from execution of the Grant Agreement (**see section 5.1**).
- Projects that lead to a net reduction in employment in rural Victoria.



3 Funding

3.1 Application process

Round 2 of the RCTP opens for funding applications on Thursday 7 October 2021 and closes at 2pm, Friday 10 December 2021.

1. **A survey of rural council Chief Executive Officers (CEOs) will identify common service areas amongst rural councils that could be a focus for the program.**
 - The results of this survey will be de-identified and published on the program webpage².
 - The details of rural councils that share a common service area priority will be revealed to respective CEOs.
 - Councils that wish to revise their service area priorities at any stage should contact the Program Manager, Andrew Hagland on email rctp.round2@ecodev.vic.gov.au.
2. **Intending applicants will be required to make a short presentation of their project concept during week 5 and week 6 of the 10-week application period to receive feedback prior to proceeding with an application.**
 - It is recommended that presentations respond to the application outline guidance (**see section 3.2.1**) except for projects that include digital transformation or system development, which must follow the guidance in **Appendix C**.
 - To participate please nominate a time and day by emailing the program manager at rctp.round2@ecodev.vic.gov.au.
 - Project concepts deemed to be consistent with the RCTP round 2 funding guidelines will be published on the program webpage².
3. **An application (see section 3.2) must be submitted before 2pm, 10 December 2021 to be considered for assessment.**
 - The assessment process (**see section 3.4**) is designed to ensure that fully scoped, eligible, high priority and lesser risk projects can receive funding as soon as possible for commencement.

The Department reserves the right not to assess an application if:

 - the application does not address the assessment criteria by completing each question under **section 3.2.1**;
 - the mandatory supporting documentation is not included; or
 - the project falls into one or more of the categories under what the RCTP will not fund (**see section 2.3**).
4. **The lead council of a successful application will be made an offer to enter into a Grant Agreement (see section 5.1) on behalf of partnering councils. It is not a requirement that a rural council be the lead council.**
 - The Department will work closely with funded applicants to deliver successful outcomes for the benefit of councils and their communities.

² <https://www.localgovernment.vic.gov.au/grants/rural-and-regional-councils-sustainability-reform>

3.2 What information is required in an application?

Applications will consist of two components. Both components must be provided for an application to be deemed eligible for assessment. These are:

- Application outline; and
- Supporting documentation attachments

3.2.1 Application Outline

The application outline addresses the scope of work and cost and includes the following:

- why is the planned collaboration and resource sharing arrangement required?
- who will the arrangement benefit and how, including quantifying and qualifying the benefits for each council and their relationship with the program objectives (**see section 1.2**)? This must include consideration of the extent to which the proposal will strengthen rural economies and create employment opportunities.
- what is the extent of stakeholder and community support?
- what will be delivered and at what cost?
- what is the current and proposed state?
- how will the arrangement be delivered?
- extent of internal commitment to develop and deliver the arrangement?
councillor support / recent council reports, plans, strategies, consultations / co-funded / contributed resource(s) / external skill exchange(s)
- extent that the proposal relates to an audit report by either the Victorian Ombudsman or the Victorian Auditor-General's Office?
- extent the arrangement aligns with the provisions of the *Local Government Act 2020*?

3.2.2 Supporting Documentation

Applicants will be required to provide documentation to support their application and demonstrate viability and capacity to deliver the arrangement.

Project Supporting Documentation	
Delivery plan for the new and ongoing collaboration and resource sharing arrangement that: <ul style="list-style-type: none"> • details the source(s) of funding (<i>including co-funding and the value of in-kind resource contribution</i>). • specifies the timing of benefits delivery • specifies the activities to deliver the project, including their estimated cost, project resources and timelines in a schedule 	Mandatory
Resolution or evidence of council support to deliver the project from each council included in the application. Evidence may be via extracts from council reports/plans/strategies/consultation (please do not attach entire documents).	Mandatory
Key project governance, management and milestone management documentation. <i>For projects with an ICT component it is recommended that senior governance leaders commit to completing the Victorian Government's 'Project Governance Executive Program'.</i> <i>Details available at www.vic.gov.au/digital-capability-uplift</i>	Mandatory
Evidence of stakeholder and community consultation	Preferable

3.3 How do I submit my application?

The application outline (**see section 3.2.1**) and supporting documentation (**see section 3.2.2**) must be submitted together to the program manager by emailing rctp.round2@ecodev.vic.gov.au before 2pm, 10 December 2021.

The RCTP team may contact applicants to seek further clarification of information submitted. Some applications may be requested to submit further information following initial assessment of applications by the Department.

If you have any queries, please email the program manager at rctp.round2@ecodev.vic.gov.au.

3.4 How are applications assessed?

The broad process associated with the assessment of an application is as follows:

- If the project demonstrates strong alignment to the program's directives (**see section 1**) and eligibility criteria (**see section 2**), including the pursuit of improved sustainability, and a logical and achievable delivery plan, a common assessment will then proceed according to the criteria and weightings of the following Table.

Assessment Criteria		Description	Weighting
Net benefit		the scope and scale of net benefit, i.e. the degree that benefits outweigh the costs. TIP: <i>Who will the arrangement benefit and how, etc., under section 3.2.1, and specifying the activities to deliver the project, including their estimated cost, etc., under section 3.2.2, are mandatory submissions.</i>	50%
Capacity and capability to deliver the project.	Understanding of project governance	senior management sponsorship and commitment to the project, appropriate and consistent expectations, direction, accountability and responsibility. TIP: Project governance is a mandatory submission under section 3.2.2. The governance structure, including roles, responsibilities and proposed members, should be outlined and be consistent with contemporary practices specific to the value of the project.	10%
	Understanding of scope and business requirements	customer requirements, described scope and objectives, definition of the essential functional and non-functional business requirements, and potential for scope creep / changes. TIP: Understanding of scope and business requirements is the purpose of the application outline under section 3.2.1.	10%
	Stakeholder management	adequate customer and stakeholder involvement / commitment, and recognising the importance of training and change management. TIP: This is an important consideration for the delivery plan, which is a mandatory submission under section 3.2.2. An example of higher commitment includes resolution or extracts from council reports / plans / strategies / consultations also under section 3.2.2.	10%
	Organisational change capacity	over committing the organisation to implementing change across multiple functions, without consideration of the ability of the organisation to support such a change. TIP: This is an important consideration for the delivery plan, which is a mandatory submission under section 3.2.2.	10%

Assessment Criteria	Description	Weighting
<p>Project management resource and capability</p>	<p>including adequate staffing, project management skills, teams and methodology</p> <p>TIP: It is recognised that the capacity to deliver a successfully funded proposal will compete with the various priorities of individual councils involved. To ensure continuity of the project once funded, a dedicated in-house project leader should be appointed to deliver the project, with the authority to appoint planned resources. Amongst other responsibilities, this position will report to and support the senior governance body for the project. The wages and oncosts of this role can be subsidised up to 50% from funding. Higher commitment to project governance is demonstrated in the appointment and facilitation by co-contribution of funds and/or resources, external skill exchange(s).</p>	<p>10%</p>

- All assessments will then form a recommendation to the Minister for a funding decision.
- If the application is approved for funding, the lead council will be required to enter into a Grant Agreement with the Department of Jobs, Precincts and Regions (DJPR) as outlined in **section 5.1**.
- The RCTP is overseen by a Board, chaired by the Executive Director Local Government Victoria (LGV) and includes members from DJPR, the Department of Treasury and Finance, and the Department of Premier and Cabinet through Service Victoria.



4 Timelines

The RCTP round 2 funding timelines.

Program opens / common services survey	7 October 2021
Survey results shared amongst participating councils	15 October 2021 onwards
Concept presentation & feedback	1 November to 12 November 2021 (week 5 - 6)
Applications close	2pm, 10 December 2021 (week 10)
Assessment and decision making	December/January 2021
Announcements	February 2022
Grant Agreement executed	February 2022
Project Delivery Commencement	Project required to commence within 2 months from the execution of the Grant Agreement
Project Delivery Completion	Project required to be delivered within 24 months from execution of the Grant Agreement



5 Conditions that apply to successful applications

5.1 Grant Agreement

Successful applicants must enter into a Grant Agreement with DJPR. The agreements outline the commitments and obligations between the funding recipient and DJPR, as well as setting out the delivery and terms and conditions. No funding will be released until DJPR and the applicant have executed the Grant Agreement and the appropriate milestone evidence identified in the Grant Agreement has been met.

DJPR will withhold funding in cases where evidence has been provided but DJPR deems that there are concerns relating to the delivery of the project. DJPR will release funding when appropriate actions have been taken to ensure the project is delivered within the agreed timeframes.

5.2 Project monitoring and delivery

Funding recipients are required to comply with project monitoring and reporting requirements outlined in the Grant Agreement.

Councils are responsible for project delivery, including any project cost overruns should they occur, and capacity and capability of the project lifecycle. Councils must also take full responsibility for the cost of ongoing operation and maintenance of any capital expenditure through their asset management processes.

Councils are to extend an invitation to the RCTP team to participate in any Project Control Board meetings that occur throughout the duration of the project.

In cases where a project is delayed for an unreasonable length of time, where substantive changes to scope are made after the funding has been approved, or where a project fails to be delivered, DJPR reserves the right to recoup the prepayment value of funding at the time.

5.3 Acknowledging the Victorian Government's support and promoting success

Successful applicants need to acknowledge the Victorian government's support through the RCTP. Acknowledgement and Publicity Guidelines form part of the Grant Agreement and include the requirement that all activities acknowledge Victorian government support through logo presentation on any activity related publications, media releases, promotional material and placement of a permanent Victorian government endorsed sign/plaque at the site during construction and upon completion of infrastructure activities.

When your council wishes to launch a project, which has received funding from the government at a public event or similar, you are required to give the Minister for Local Government the opportunity to officially open or launch the activity. Your council is also required to invite the Minister for Local Government to significant events associated with the project including ground-breaking ceremonies, inspections, openings, launches and photo opportunities. These guidelines reflect current expectations of Victorian government recognition.

For further information please see www.vic.gov.au/brand-victoria-guidelines-logos

5.4 Privacy

DJPR is committed to protecting your privacy. We collect and handle any personal information about you or a third party in your application, for the purpose of administering your application and informing the public of successful applications.

In order for us to administer your application effectively and efficiently, we may need to disclose your personal information with others for the purpose of assessment, consultation, and reporting. This can include departmental staff, Members of Parliament and their staff, external experts, such as members of assessment panels, or other government departments. If you intend to include personal information about third parties in your application, please ensure that they are aware of the contents of this privacy statement.

Any personal information about you or a third party in your correspondence will be collected, held, managed, used, disclosed or transferred in accordance with the provisions of the Privacy and Data Protection Act 2014 (Vic) and other applicable laws.

To obtain a copy of the Department of Jobs, Precincts and Regions Privacy Policy, please email privacy@ecodev.vic.gov.au

For information about how to access information about you held by DJPR, please also email privacy@ecodev.vic.gov.au

5.5 Absolute discretion

All matters pertaining to the award of grant funding under this Program are at the Minister's absolute discretion. This includes approving a lesser amount than that applied for and amending funding conditions without notice.

The Department reserves the right to request the applicant provide further information should it be deemed necessary.

The Department reserves the right to amend these guidelines and the application terms at any time as it deems appropriate.



6 Further Resources

Further information regarding this program can be found here: www.localgovernment.vic.gov.au/grants/rural-and-regional-councils-sustainability-reform.

If you have any questions during the application period, please contact the program manager by emailing rctp.round2@ecodev.vic.gov.au.

7 Appendix A

RURAL COUNCILS		
Alpine (S)	Ararat (RC)	Bass Coast (S)
Baw Baw (S)	Benalla (RC)	Buloke (S)
Campaspe (S)	Central Goldfields (S)	Colac Otway (S)
Corangamite (S)	East Gippsland (S)	Gannawarra (S)
Glenelg (S)	Golden Plains (S)	Hepburn (S)
Hindmarsh (S)	Indigo (S)	Loddon (S)
Macedon Ranges (S)	Mansfield (S)	Mitchell (S)
Moira (S)	Moorabool (S)	Mount Alexander (S)
Moyne (S)	Murrindindi (S)	Northern Grampians (S)
Pyrenees (S)	Queenscliffe (B)	South Gippsland (S)
Southern Grampians (S)	Strathbogie (S)	Surf Coast (S)
Swan Hill (RC)	Towong (S)	Wellington (S)
West Wimmera (S)	Yarriambiack (S)	

(S) – Shire

(RC) – Regional City

(B) – Borough

8 Appendix B

The following hypothetical examples represent the type of transformational projects that may be eligible for funding under this program.

Shared Engineering Services Unit

Challenge

Four rural councils collectively recognise that they are facing a challenge in retaining sufficient in-house capability in key engineering project management and design skills. Each council is on average employing 5 FTE engineers and all councils have undertaken service reviews in the past four years.

There has been, over the last 10 years an increasing dependence on outsourcing to deliver services in design, specification, fixed asset assessments and inspections. Despite losing 30 per cent of their FTE over the past decade, the councils collectively are spending 190 per cent more on engineering services compared to 10 years ago. Skills and internal capability have declined, and the age profile of the staff has increased significantly, creating risks for the councils in the long term. All of the councils claim to struggle to attract young staff.

Project benefits

To address this challenge, the councils decide to centralise the four engineering units into two regional sites, bringing together the current staff and resources of 20 FTE. Over the coming years, the staffing numbers decline due to retirements. The outsourcing budget costs for the eight councils are reduced due to more work being undertaken in-house, due the greater capacity of the combined team. As a result the unit is able to take on trainee engineers from the region and is able to increase their training budget.

Other potential benefits from this project include an increase in staff retention and job satisfaction due to the increase in diversity and scope of work at a larger regional level. There may also be an increase in the number of jobs that are progressed on time without budget variances due to the increased ability to smooth regional project demands across the combined team.

The councils govern the service via a joint council contract agreement. This is binding on the councils, and ensures the unit plans and allocate resources to meet the needs of each council.

Jointly Owned Fleet Management Entity

Challenge

A group of three rural councils and a regional council establish a corporation under joint ownership to undertake the leasing and operation of their fleets. Individual ownership of the fleets has resulted in duplicated ownership of similar assets and higher maintenance costs. Consolidating the function brings together a large portfolio of assets from passenger vehicles, to trucks and road graders. Each council transfers their existing fleet assets to the new corporation which has service contracts with each participating council.

Project benefits

The advantages of the change may be felt soon after the transition, as maintenance costs are reduced some of the aging fleet is able to be retired. The corporation implements fleet management software system to make best use of the shared assets. Vehicles, plant and equipment are utilised more efficiently and with tracking and active management, administration costs decline.

Routine maintenance and servicing is centralised and managed, with specialist servicing outsourced at lower cost than before due the economies of scale. The corporation is able to offer traineeships to mechanics and establish long term service agreements with several service centres in the region.

The corporation may also be able to purchase newer vehicles and increasingly turn over their fleet to be replaced with newer, more efficient vehicles, helping to reduce fuel costs. Alternatively, if the fleet is upgraded to electric vehicles, infrastructure for electric cars is rolled out across the council group, with charging stations deployed at depots and council offices, and key tourist sites across the region.

Shared Statutory Services

Challenge

A group of two rural councils have undertaken service reviews of their statutory services over the past five years, including local laws, environmental health, building and food safety.

The total number of staff involved in these processes is over 30, however the reviews identified a major deficit in skills and capability, with the small size of the council teams contributing to a lack of opportunity to develop capacity and operational experience.

Project implementation

To address this challenge the council group establishes a shared service agreement to deliver statutory services as a group. Over a two-year period, the services are brought under a regional management structure. The services are delivered from 'service delivery clusters' that are located across the region.

Benefits

As a result of the new arrangements, service levels are likely able to be increased due to the increased capacity to undertake longer term planning and management, while staff are able to develop expertise in a specific service with a broader regional impact.

Over the following year, the benefits of the arrangements lead to significant improvements in both service levels and quality. While staff numbers remain similar prior to consolidation, the group is able to invest in more up to date training and staff are able to specialise.

Due to the success of the project the councils begin to examine their planning functions with a view to consolidating these services for similar service benefits in the future.

9 Appendix C

DIGITAL TRANSFORMATION OR SYSTEM DEVELOPMENT

Due to the limit of a 24-month implementation timeframe and the complex nature of projects that include a digital transformation or system development, these types of projects are required to be in an advanced state of planning for the project concept presentation (**see section 3.1**). The presentation must therefore clearly outline:

1. why is the planned collaboration and resource sharing arrangement required?
2. who will the arrangement benefit and how, including quantifying and qualifying the benefits for each council and their relationship with the program objectives (**see section 1.2**)?
3. what is the extent of stakeholder and community support?
4. what will be delivered?
5. what is the current and proposed state, including the **high-level architecture*** for individual councils and the reasoning behind the proposed state?
6. how will the arrangement be delivered, including a schedule of activities to deliver the project, market costings, project resources and timelines?
7. extent of internal commitment to develop and deliver the arrangement?
councillor support / recent council reports, plans, strategies, consultations / co-funded / contributed resource(s) / external skill exchange(s)
8. extent that the proposal relates to an audit report by either the Victorian Ombudsman or the Victorian Auditor-General's Office?
9. extent the arrangement aligns with the provisions of the *Local Government Act 2020*?

* High-level architecture

Common types of high-level architecture include monolithic and microservices.

A **monolithic architecture** is typically seen with proprietary technologies, where software components are interconnected and inter-dependent, and data and application tightly-coupled. The entire system shares the same computing resources, which may make it more difficult and costly to scale.

Microservices architecture is an emerging software architecture that is made up of small, independent processes (applications), which communicate with each other using Application Programming Interfaces (APIs)³. Each application is created to serve only one specific business function and is completely independent of other services. It is commonly used in smaller application environments that integrate with other APIs including the development of a mobile or web application. A hypothetical example of microservices architecture is shown in the figure below.

³ An API is a set of rules and specifications for a software program to follow to facilitate communication across applications. An API's end goal is to facilitate the integration and sharing of information and data.

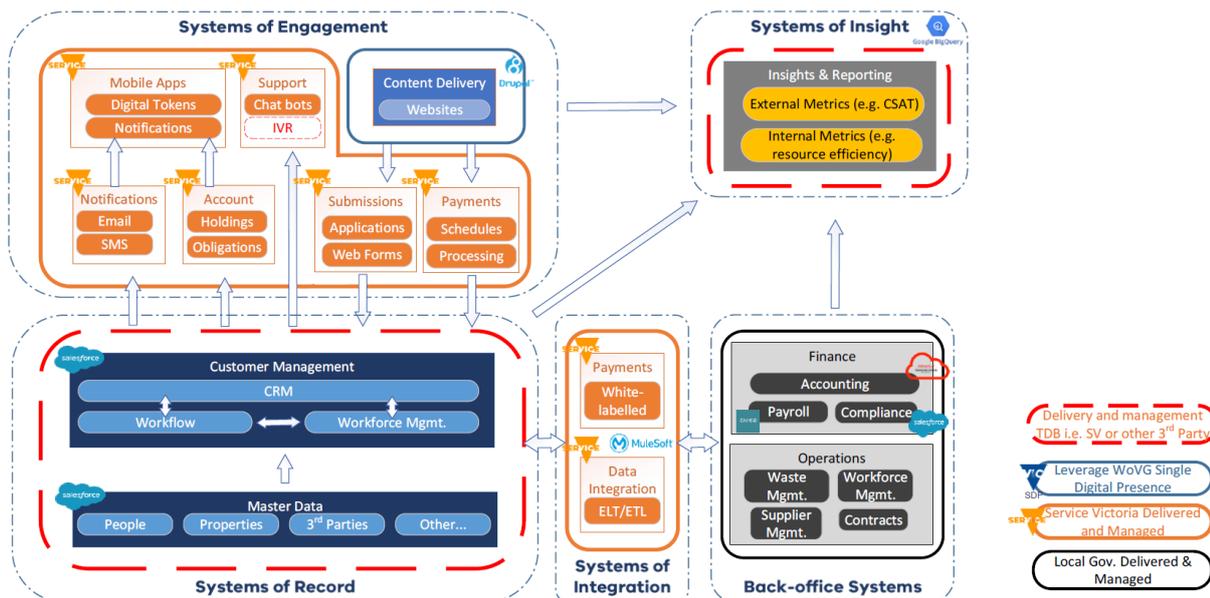


Figure 1. Hypothetical example of microservices architecture

The following example represents a hypothetical new and ongoing collaboration and resource sharing arrangement that includes a digital transformation or system development.

Shared Corporate Services

Challenge

A group of four rural councils are experiencing long term difficulties in maintaining sufficient service levels, and in keeping their IT infrastructure up to date. On their own, none of the participating councils can commit to the capital requirements needed to invest in new IT infrastructure, and each council is duplicating several lower level functions. They are also struggling to attract and retain the required skills and capability. To address this, the councils decide to integrate their corporate (back-end) services over a 2-year period.

Project implementation

A Memorandum of Understanding (MoU) is signed by the councils to undertake the initial stage of this project. Due to their greater bargaining power as a group of four, the council group is able to negotiate improved IT services and costs with vendors, and better support packages and IT training. The plan is rolled out over an initial 12-month period with the councils' IT systems integrated and new software installed.

With the base infrastructure in place, the participating councils then negotiate an ongoing shared services contract agreement.

Project benefits

The councils are able to implement a range of business improvements including reducing duplication of corporate services across the councils. Many transactions are streamlined, with resultant cost benefits.

Financial management and procurement services are the first to be centralised, with large savings resulting from cooperative procurement and consistent supplier management and contracting. Finance are able to implement a centralised treasury and cash management service for the councils. Utilities and consumables purchasing are consolidated leading to further savings.

The centralisation of human resources and payroll services progresses, with recruitment times reduced and consolidation and management of casual and labour hire services progressed. Staff are able to gain access to improved training and support services as a result of centralised management.

With these arrangements in place, the councils may plan for the future coordinated management of key services such as Occupational Health and Safety, customer service, legal services and tourism. The shared services contract agreement is embedded in the councils' business as usual after 2 years.

Due to the success of the project, the councils agree to take the next step toward the creation of a jointly owned corporate services entity to progress further consolidation of back-end services.

Authorised by the Victorian Government
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13.2 Adoption of CCTV Policy Update

Prepared by Bernardine Schilling, Manager Organisational Performance

SUMMARY

The CCTV Policy has been updated to reflect the inclusion of the Brim Memorial Hall CCTV cameras. The Privacy Impact Statement requirements have also been expanded upon in the revision.

RECOMMENDATION

That Council:

adopt the Draft CCTV Policy revision as attached to this report.

Moved Cr T Hamilton Seconded Cr C Heintze

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Draft CCTV Policy Update](#)

DISCUSSION

The CCTV Policy was updated to include the Brim Memorial Hall cameras.

An email request was received from the Brim Memorial Hall Committee on 28 September 2021 requesting monitoring of the doll collection inside the Hall. The items on display would be classified as highly portable high theft Items.

The aim is for the hall to be open to the public for the committee to share with the community and visitors to the region the extensive doll collection. The hall will not be manned, and the aim of the cameras is to ensure the collection is protected from wilful damage or theft.

Council's CCTV Policy has been amended to include the Brim Memorial Hall in its list of Council owned buildings with CCTV. The policy has also been amended to include the completion of a Privacy Impact Statement (PIA). The PIA template, prepared by the Office of the Victorian Information Commissioner (OVIC) enhances privacy practise and provides the opportunity to identify potential privacy risks and develop risk mitigation strategies.

Prior to the approval and activation of the CCTV system a Privacy Impact Statement (PIA) was completed. Conducting a PIA is not mandatory under Victorian privacy law. However, Victorian Public Sector organisations are required to comply with Part 3 of the Privacy & Data Protection Act 2014; assessing against the 10 Information Privacy Principles, contained in the PDP Act 2014.

Signage has also been installed at the Brim Memorial Hall to inform patrons that CCTV is operational.

Council has installed several corporate CCTV systems in its buildings to surveil public areas as part of its commitment to public safety and the occupational health and safety of Council employees. All CCTV cameras are installed to act as a deterrent to unwanted behaviour, assist in a timely and effective response to incidents and gather evidentiary material.

RELEVANT LAW

As per Section 20 of the Privacy & Data Collection Act 2014, Council must not do an act, or engage in a practice, that contravenes an Information Privacy Principle in respect of personal information collected, held, managed, used, disclosed, or transferred by it.

MINUTES	Ordinary Meeting of Council
Issue Date: 24 November 2021	

Council has the authority to Install and monitor CCTV systems if the systems comply with the following legislation:

- Privacy Act 1988
- Surveillance Devices Act 2004
- Privacy and Data Protection Act 2014
- Public Records Act 1973
- Private Security Act 2004

COUNCIL PLANS AND POLICIES

- Closed Circuit Television Policy
- Closed Circuit Television (CCTV) & Dash Cam Manual

RELATED COUNCIL DECISIONS

Minutes 22 January 2020 - Council adoption of Council's Closed Circuit Television Policy & Closed-Circuit Television (CCTV) & Dash Cam Manual

OPTIONS

- a) The administrative section of the Policy outlines that the CEO has approval to amend the policy for the inclusion and decommissioning of CCTV systems. The Council may instead opt for all changes to be adopted via a Council resolution.

SUSTAINABILITY IMPLICATIONS

Not Applicable

COMMUNITY ENGAGEMENT

The Brim Hall Committee and Council Officers have been consulted as part of this process.

As the cameras will not be facing the streets or private property, there is limited impact on community residents. The residents of Brim support the installation of the cameras to protect the doll collection assets.

Council maintains adequate security over personal information recorded using surveillance technologies by complying with relevant data security and records management requirements. Under information Privacy Principle 4 on data security, Councils must take reasonable steps to protect the personal information they hold from misuse and loss and from unauthorised access, modification, or disclosure.

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.

<i>Gender Impact Assessment (GIA)</i>	<i>Status</i>
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	GIA – Not applicable

RISK

Assess the risk for the decision.

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
Security and Technology Risk - Residual Risk Level Low	Authorised officers only monitor CCTV systems on request, maintaining privacy as per the Privacy & Protect Data Act 2014. All CCTV devices are password protected.	Reduces Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Not applicable

CONFLICTS OF INTEREST

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

YARRIAMBIACK SHIRE COUNCIL

CLOSED CIRCUIT TELEVISION POLICY



Version Number	Issue Date	Author	Description of Change
0.1	30/04/2019	Tammy Smith	Draft – Version 1
0.2	12/11/2019	Tammy Smith	Draft – Version 2
1.0	22/01/2020	Tammy Smith	Final Version
1.1	18/10/2021	Bernardine Schilling	Amendment

Approver	Date	Reference Minutes
Manual Adopted by Council:	22/01/2020	22/01/2020 – M 22 01 20
Manual Reviewed by Council and Adopted:		

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Definitions

Policy Definitions

CCTV	Closed circuit television.
CCTV records/footage	Any information that is recorded or unrecorded that is taken from a CCTV system including any data, still images or moving images.
CCTV Steering Committee	The committee established by Council to oversee the operation of a CCTV system.
CCTV system	A surveillance system in which a number of cameras are connected through a closed circuit. The footage taken by the cameras is sent to a television monitor or recorder. CCTV systems consist of cameras, monitors, recorders, interconnecting hardware and support infrastructure.
Council	Yarriambiack Shire Council
Council Audit & Risk Committee	The Council committee for the ongoing management of audit and risk related matters. A function of the committee will be to uphold the integrity of Council CCTV systems.
Department of Justice's CCTV Guide	<i>Guide to Developing CCTV for Public Safety in Victoria</i> , Department of Justice, August 2011
FOI	Freedom of Information (in reference to the <i>Freedom of Information Act 1982 (Vic)</i>)
IPP	Information Privacy Principles (from Schedule 1 of the <i>Privacy and Data Protection Act 2014</i>)
MOU	Memorandum of Understanding. In this Policy a MOU is between Council and the Victoria Police.
Public place	Any place to which the public has access as of right or by invitation, whether expressed or implied and whether or not a charge is made for admission to the place. A public place relevant to Council can include, but is not limited to, public streets, public malls, shopping centres, Council carparks, open space parks or reserves, Council managed public buildings or areas.

Purpose and Objective

Purpose

The purpose of this Policy is to assist Council to regulate the operation and management of Council-owned CCTV systems which have been (or which in the future may be) installed for use in public places.

The Policy enables Council to fairly, appropriately and reasonably perform its functions and exercise its powers in connection with public place surveillance throughout the Yarriambiack Shire Council municipality.

Amongst other relevant material, the Policy takes account of (and acknowledgement is given to) the Victorian Ombudsman's Guidelines for developing Closed Circuit Television policies for Victorian Public Sector Bodies, November 2012.

The Policy will be freely available to Council staff and the public generally by being included on Council's Internet website and a hard copy can be provided on request.

As well as being a general Policy document, the Policy includes the detail of Council's CCTV audit and evaluation mechanisms and its complaint handling process. The Policy is intended to act as a CCTV code of practice for Council staff. Additionally, those members of Council staff working with Council CCTV systems will be expected to undertake their duties in accordance with the Policy.

Objectives

The objectives of this Policy are:

- a) To ensure Council CCTV systems are compliant with relevant legislation and other laws.
- b) To ensure that CCTV systems are installed for a lawful and proper purpose.
- c) To ensure that management of CCTV records/footage is appropriate, including in relation to use, retention, security, privacy, access, disclosure, storage and disposal.
- d) To ensure there is appropriate and ongoing monitoring and evaluation of CCTV systems.

Scope of Policy

This policy applies to:

- a) All Council-owned CCTV systems installed in public places that have the purpose of surveillance.
- b) All Council-owned CCTV systems installed in Council owned facilities, such as tips, depots, kindergarten buildings that have the purpose of surveillance.

The following list of Council-owned CCTV systems provides examples of the surveillance systems that are covered by this Policy. It is not intended to be a comprehensive list and systems in use may be added to or removed from the list from time to time as Council considers appropriate.

General public areas

- a) Lions Park Warracknabeal
- b) Main Street Warracknabeal

Council-managed buildings

- c) Warracknabeal Town Hall
- d) Brim Memorial Hall

- e) Yarriambiack Shire Council Animal Pound
- f) Warracknabeal Stadium
- g) Warracknabeal Kindergarten
- h) Scott Street Toilet Block, Warracknabeal
- i) Yarriambiack Shire Council Works Depot Warracknabeal
- j) Yarriambiack Shire Council Works Depot Murtoa
- k) Yarriambiack Shire Council Works Depot Rupanyup
- l) Rupanyup Kindergarten
- m) Yarriambiack Shire Council Works Depot Hopetoun (new site)
- n) Yarriambiack Shire Council Works Depot Hopetoun (old site)
- o) Yarriambiack Shire Council Works Depot Warracknabeal Mechanics Depot
- p) Yarriambiack Shire Council Warracknabeal Technical Services Office
- q) Yarriambiack Shire Council Works Warracknabeal Shire Office
- r) ANZAC Park Community Centre

The Policy does not apply to CCTV systems used for Council offices for Council employees where public access is restricted. The Policy also does not apply to CCTV systems that are used by Council staff or its contractors for drainage inspections.

Policy

Network Principles

Council CCTV systems will be operated and managed in accordance with the following principles:

- a) All aspects will be operated and managed with integrity and will be compliant with the all relevant legislation, standards, codes and guidelines as outlined in this Policy and otherwise in force from time to time.
- b) All aspects will be operated and managed with due regard to the privacy and respect for the human rights of individual members of the public.
- c) Monitoring and access to CCTV records/footage will be controlled and managed in accordance with operating procedures of each system.
- d) Each system will be regularly monitored and evaluated to ensure that the purposes and objectives of each system are being achieved.
- e) The public will be provided with clear and easily accessible information in relation to the operation of CCTV systems, including processes to request or to view CCTV records/footage.

Decision to Implement CCTV Systems

Council will, in making decisions affected by this Policy, utilise and take into account all relevant material, including the Department of Justice's *CCTV Guide*, in the development and implementation of a CCTV system

As stated below, a key consideration in the decision process is the whole of life-cycle costs for a new system. Any decision to implement a new (or retain an existing) Council-owned CCTV system will be based on the purpose of the system and Council's assessment of the effectiveness for which the system will meet the purpose.

The relevant use must be specifically stated for each system and such use must be in accordance with the IPP 1: Collection (Information Privacy Principles from Schedule 1 of the *Privacy and Data Protection Act 2014*).

In accordance with IPP 2, any use for a purpose other than the primary purpose must be precluded or limited to exceptional circumstances, as determined by Council and in accordance with the legislation.

Typically, CCTV systems must only be installed by Council for the following purposes:

- a) To improve actual and perceived levels of safety.
- b) To reduce levels of graffiti and other forms of vandalism
- c) To reduce anti-social behaviour.
- d) To reduce incidents of serious criminal offences.

Council will consult with its community, the wider public and other relevant stakeholders prior to establishing a CCTV system. The Victoria Police will be specifically consulted where the purpose of a CCTV system in a public place is to manage high crime locations and matters of public order or safety. Council will otherwise consult with stakeholders as required in relation to the performance of a particular function. This may include utility companies, private property owners and local traders.

Council-owned CCTV systems will not be installed in isolation and will only be used as part of a range of strategies to support community safety initiatives in public places.

Privacy Impact Assessment (PIA)

To assist in the decision to implement a new CCTV system, Council will complete a [Privacy Impact Assessment](#) provided by the Office of the Victorian Information Commissioner (OVIC). The PIA is a process for analysing the impact on individuals' information privacy. The PIA is to be completed and should be read alongside OVIC's [Privacy Impact Assessment Guide](#). Undertaking the PIA provides the opportunity to identify potential privacy risks, develop risk mitigation strategies, and enhance privacy practice beyond the requirements of the Information Privacy Principles.

Key Considerations for CCTV Systems

There are a number of key considerations which Council must address for each CCTV system (as they are detailed in the Department of Justice's CCTV Guide and as otherwise considered by Council to be relevant). These include, but are not limited to, the following:

- a) What are the establishment, operational and replacement costs (whole of life- cycle costs)?
- b) Who owns the CCTV system components?
- c) Who is responsible for CCTV system maintenance and renewal?
- d) Who is responsible for the operation and monitoring of the CCTV system?
- e) Who owns and manages the CCTV records/footage?
- f) How will access to the CCTV records/footage be controlled?
- g) What are the technical requirements of the CCTV system?

Documentation of CCTV Management Systems

Council CCTV systems in public places will be owned, installed and maintained by Council. The responsibility for the operation and monitoring of the system will typically be by the Victoria Police or a nominated member of Council staff.

The documentation for the management of a CCTV system will vary depending on the system. However, this will usually be via a Memorandum of Understanding (MOU), a Licence Agreement or a Standard Operating Procedures Manual.

A MOU with the Victoria Police will be required if the CCTV system is streamed to a police facility, that is, where any part of the CCTV system or equipment is on the Victoria Police premises or where members of the Victoria Police have direct access to view or download footage. The MOU will address the key considerations listed above. Yarriambiack Shire Council does not have such arrangements in place at this time.

Where a Council CCTV system is operated and monitored by a private contracting company, Council will enter into a Licence Agreement (or similar type of agreement) that will cover the key considerations listed above. A Licence Agreement (or similar type of agreement) will also be required if any CCTV system equipment is to be installed on (or within) any privately-owned or -controlled property. Yarriambiack Shire Council does not have such arrangements in place at this time.

Where a Council CCTV system is operated and monitored by Council, Council will prepare a Standard Operating Procedures Manual that will cover the key considerations listed above.

All MOUs, Licence Agreements and Standard Operating Procedures Manuals will, ordinarily and subject to law, be confidential documents and will not be publically available.

Operation and Maintenance Manual and Training

For each CCTV system, Council will document an operation and maintenance manual. This will include the technical details of the system, including detailed design drawings, product specifications and warranty information. These documents will be relevant to the ongoing maintenance of the system. These will, ordinarily and subject to law, not be publically available documents.

When a new CCTV system is installed, Council will provide the operators of the system with the required training and support to accompany the operation and maintenance manual.

Signage

Council will advise the community by installing appropriate signage to indicate that they are in an area of a CCTV system where they may be observed or recorded. Signage will be placed so as to comply with relevant Australian Standards in force from time to time and will comply with the following requirements:

- a) Signs will be placed at each main access to the CCTV coverage area where the members of the public are reasonably entitled to use and be monitored.
- b) Signs will be prepared so as to be easily understood by members of the public, including people who are from non-English speaking backgrounds. Signs will include a mix of worded text and symbols.
- c) Signs will be clearly visible, distinctive and located in areas with good lighting, placed within normal eye range and large enough so that any text can be read easily.
- d) Signs will identify Council as the owner of the system.
- e) Signs will include details of who to contact for any queries about the system.
- f) Signs will be checked regularly for damage and theft, and replaced where required.

Collection of CCTV Data

The collection of CCTV data including details of how the CCTV data is recorded, monitored and responded to by CCTV operators is to be documented for each system in the respective MOU, Licence Agreement or Standard Operating Procedures Manual.

For Council CCTV systems in general public areas, the CCTV footage on digital media will be retained for 31 days unless otherwise downloaded for legal reasons. Where footage has been provided to a third party (e.g. Victoria Police) it will be the third party's responsibility to retain the records/footage in accordance with the disposal authority that covers their agency's functional responsibilities.

Council will ensure that its record keeping practices comply with the Public Records Office Standards for the management of public records, Public Records Office Specifications and the *Public Records Act 1973* (Vic). In general, surveillance camera footage is temporary and may be destroyed when any relevant administrative use has concluded.

Requests to Access CCTV Records/Footage and Disclosure

Requests to access CCTV records/footage from the public or media should contact in the first instance the Manager Organisational Performance:

Manager Organisational Performance
Warracknabeal Council Office
(03) 5398 0100

In accordance with IPP 2, Council will generally only disclose CCTV records/footage to a third party in accordance with the primary purpose of collection. Council will take reasonable steps to protect information gathered through CCTV systems in public places from misuse and inappropriate disclosure.

If an application is made under the Freedom of Information (FOI) Act, then this will be processed through the Council's normal FOI procedures. A FOI application fee will be payable on requests to Council.

Enquiries in relation to Victoria Police Freedom of Information can be made to:

Freedom of Information Office Victoria Police
637 Flinders Street
DOCKLANDS VIC 3008
Phone: (03) 9247 6801
Email: foi@police.vic.gov.au Website: www.police.vic.gov.au

Information regarding Council Freedom of Information requests is available on Council's Internet website and enquiries can be made to:

Freedom of Information Officer
Yarriambiack Shire Council
34 Lyle Street
Warracknabeal VIC 3393
Email: info@yarriambiack.vic.gov.au Website: www.yarriambiack.vic.gov.au

Privacy

Council will balance the need for public safety against the right for privacy of members of the public. Council staff who use CCTV systems are required to act responsibly and consider the reasonable expectations of the privacy of individuals. All Council staff that use CCTV systems will undertake the training on privacy and understand the contents of this Policy, including the legislative requirements to ensure that the requirements of privacy are understood. Information gathered by Council as a result of a CCTV system will only be shared with its staff on a need to know basis. Council staff should also refer to Privacy Victoria's Surveillance and Information Sheet and Council's Information Privacy Policy for more information.

Inappropriate Use and Complaint Management

Council staff who work with CCTV systems are to comply with the requirements of this Policy. Where a Council staff member is in breach of this Policy, there will be an internal review and appropriate action will be taken.

Any public complaints in relation to any aspect of a CCTV system relating to Council must be made in writing to:

**Chief Executive Officer
Yarriambiack Shire Council
34 Lyle Street
Warracknabeal VIC 3393**

Or by email attention to the Chief Executive Officer at: info@yarriambiack.vic.gov.au

Any member of the public that is dissatisfied with the outcome of their complaint to Council also has the right to complain to the Victorian Ombudsman using the following contact details:

**Victorian Ombudsman
Level 9, 459 Collins Street (North Tower) Melbourne Victoria 3000
Email: ombudvic@ombudsman.vic.gov.au Phone: (03) 9613 6222**

Governance Evaluation and Monitoring

Council will undertake evaluation and regular reporting of the CCTV system against the objectives and purpose of the system and against documented performance standards.

The first rigorous evaluation of a new CCTV system will occur between 12 and 18 months following the full commissioning of the CCTV system.

For Council CCTV systems in general public areas, Council will establish a CCTV Steering Committee that is chaired by the CEO and will consist of representatives from Council's Senior Leadership Team. The CCTV Steering Committee will be responsible to:

- a) Oversee the implementation of the CCTV system and its ongoing management.
- b) Develop an agreed monitoring and evaluation framework to ensure the objectives of the Parties under the relevant MOU are being achieved.
- c) Consider any recommendations of the Council Audit & Risk Committee.

The Council Audit & Risk Committee has the responsibility to uphold the integrity of Council CCTV systems. This Committee serves the purpose of a CCTV Audit Committee as defined in various CCTV MOUs. The Council Audit & Risk Committee will be responsible to:

- a) Report on the management of CCTV systems.
- b) Ensure adherence to the relevant MOU for each system, Council policies and the law.
- c) Promote public confidence in CCTV systems by ensuring its operations are transparent and subject to public scrutiny.
- d) Make recommendations to improve the integrity of CCTV systems.

Council will undertake annual audits of its CCTV systems and appropriate action plans will be formulated to address any deficiencies.

Related Documents

Council Documents

This Policy is supplemented by a number of Council documents that relate to CCTV systems that include, but are not limited to, the following:

- a) Memoranda of Understanding (if required).
- b) Licence Agreements (if required).
- c) Standard Operating Procedure Manuals developed for CCTV systems; Operations and maintenance manuals developed for various CCTV systems.
- d) Council's Information Privacy Policy.
- e) Council's Corporate Information Management Policy.

The implementation of Council CCTV systems supports the objectives, role and functions of Council under the *Local Government Act 1989* (Vic) and the goals and objectives of the following Council strategic documents:

- Yarriambiack Shire Council, Council Plan
- Yarriambiack Shire Council, Municipal Public Health and Wellbeing Plan

Legislation

Council CCTV systems are to be operated and managed in accordance with all relevant Commonwealth and State legislation. The list below is not complete and is a guide only because legislation continually changes and new legislation is continually being applied.

Commonwealth	
Privacy Act 1988	Establishes and regulates privacy principles for individuals, corporate entities and personal information.
Surveillance Devices Act 2004	Regulates the use of optical surveillance devices without warrant. This legislation is to be considered when determining: <ul style="list-style-type: none"> • Whether Council is able to conduct surveillance. • Limitations and constraints in the types of surveillance that may be conducted. • Limitations on the use of surveillance material.
State of Victoria	
Privacy and Data Protection Act 2014	Regulates the collection, use and disclosure of 'personal information' (other than health information) about individuals, including surveillance-captured information that is recorded and which a person is potentially identifiable. This legislation is to be considered when determining: <ul style="list-style-type: none"> • How to protect privacy of individuals. • How to protect information which may confirm the identity of an individual, for example vehicle licence plates. • How records are to be disclosed in accordance with the Information Privacy Principles from Schedule 1 of the Act. • How CCTV footage will be protected from misuse, loss, unauthorised access, modification and disclosure.

Public Records Act 1973	Provides requirements for the capture, access to, control, records management, storage and disposal of information. This legislations is to be considered when determining: <ul style="list-style-type: none"> • The circumstances CCTV records/footage is considered a public record. • How long public records must be kept. • How public records must be maintained. • How public records are to be disposed of.
Private Security Act 2004	Provides a requirement of being granted a private security licence is the successful completion of training in relation to each activity for which the licence is granted.

Other Reference Material

Council will ensure that the CCTV systems are to be operated and managed in accordance with all relevant industry standards and guidelines including, but not limited to:

- a) AS4806 Set-2008 Australian Standard Closed circuit television (CCTV).
- b) Guide to Developing CCTV for Public Safety in Victoria, the Department of Justice, August 2011.
- c) Surveillance in Public Places, Final Report 18, the Victorian Law Reform Commission, May 2010.
- d) Surveillance and Privacy Information Sheet, Privacy Victoria, March 2012.

Responsibility

Responsible Officer

Manager Organisational Performance.

Review

Requirement to Review Policy

This policy is to be reviewed no later than 30 January 2024(every 3 years).

Administrative Changes

The Chief Executive Officer is authorised to update this policy when a PIA is completed and a CCTV system is approved for installation, and a CCTV system is decommissioned.

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 Permits issued by Assets and Operations Department – October 2021

RECOMMENDATION:

That Council:

Note the permits issued by Council between 1 October 2021 and 31 October 2021

Moved Cr T Hamilton Seconded Cr G Massey

That the recommendation be adopted

Carried

Reference No	Description	Address	Date of Issue
Building Permits			
BP66-21	Construction of Dwelling	Beulah	21/10/2021
BP99-21	Extensions to Dwelling	Warracknabeal	12/10/2021
BP87-21	Construction of Garage	Hopetoun	27/10/2021
Planning Permits			
TP42-21	Construction of Shed	Warracknabeal	5/10/2021
TP40-21	Subdivision	Rupanyup	6/10/2021
TP17-11A	Change of Hours	Hopetoun	20/10/2021
TP47-21	Subdivision	Hopetoun	26/10/2021
Road Reserve Works & Asset Protection Permits			
2021-23	Vehicle Crossover	Warracknabeal	21/10/2021
2021-24	Tiling of Shop Front	Warracknabeal	26/10/2021

14.2 Planning Scheme amendment C25yari - Corrections

Prepared by Adam Moar, Manager Development Services

Dan Gallagher entered the gallery at 10:32am to discuss 15 Lake Street, Murtoa.

SUMMARY

This report seeks Council's approval to prepare and seek authorisation from the Minister for Planning for three proposed amendments to the Yarriambiack Planning Scheme. The three amendments relate to:

- The Warracknabeal Showgrounds to add camping and caravan park to the list of permitted uses and to update the Special Use Zone Schedule to make it comply with the current format required by the Department of Environment, Land, Water and Planning.
- The Warracknabeal Agriculture Museum to rezone a portion of land from Industrial 1 Zone to Farming Zone and Special Use Zone 3 and to update the Special Use Zone Schedule to make it comply with the current format required by the Department of Environment, Land, Water and Planning and to update the land uses that are undertaken on the site.
- The correction of selected inappropriately zoned land across the Shire. This includes privately owned, Crown land, and Council properties which are outlined in this report.

MINUTES	Ordinary Meeting of Council
Issue Date: 24 November 2021	

RECOMMENDATION

That Council provides approval to prepare and seek authorisation for amendments of the Yarriambiack Planning Scheme that relate to:

- a. The Warracknabeal Showgrounds to allow for camping and caravan park as a permitted use, and other administrative changes to the zone schedule to comply with the format requirements set by the Department of Environment, Land, Water and Planning.
- b. The Warracknabeal Agriculture Museum to rezone a portion of land from Industrial 1 Zone to Farming Zone and Special Use Zone 3 and to update the Special Use Zone Schedule to make it comply with the current format required by the Department of Environment, Land, Water and Planning and to update the land uses that are undertaken on the site.
- c. A corrections amendment to rezone inappropriately zoned land across the Shire, being:
 1. 15 Lake Street, Murtoa (CA2 Sec. 7 Township of Murtoa)
 2. 35 Duncan Street, Murtoa (Lot 1 TP 897085) Mechanics Institute
 3. Area of land around Anders Lane, including road reserves, Water tower site, 2 Hamilton Street, 4-6 Hamilton Street.
 4. 1281 Wimmera Highway, Murtoa (Murtoa Transfer Station)
 5. 114 Murtoa Cemetery Road, Murtoa (Murtoa cemetery)
 6. 55 Cromie Street, Rupanyup (Rupanyup Kinder)
 7. 38 Mill Street, Minyip (Minyip Fuel Depot)
 8. 3054 Donald-Murtoa Road, Minyip (Minyip Cemetery)
 9. 79 Lyle Street, Warracknabeal (SES Site)
 10. 87 Lyle Street, Warracknabeal (Warracknabeal Ambulance)
 11. 18-18A Woolcock Street, Warracknabeal (Warracknabeal Police Station)
 12. 8 Tip Road, Hopetoun (Hopetoun Transfer Station)
 13. 3-7, 21, 23, 29 Gloucester Avenue, Woomelang (Houses under private ownership)
 14. 11 Bruce Street, Hopetoun (Former School Site)
 15. Beulah Cemetery
 16. Woomelang Cemetery
 17. Speed Cemetery
 18. Sheep Hills Cemetery
 19. Rosebery Cemetery
 20. 66 Old Waleup Road, Patchewollock
 21. 62 Lascelles Street, Hopetoun (Former CFA building)

Subject to further advice from the Department of Environment, Land, Water and Planning and the EPA.

Moved Cr K Kirk Seconded Cr C Lehmann

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Schedule of properties identified for a Corrections Amendment](#)

DISCUSSION

The Yarriambiack Planning Scheme is Council's primary planning document which provides direction for land uses and development across the Shire. The current planning scheme was first introduced on 25 November 1999 and has been amended up to 24 times by the Council. Some parts of the document have not been reviewed since 1999.

The Warracknabeal Showgrounds has been identified as a suitable site to provide for overflow caravans and larger vehicles when the Warracknabeal Caravan Park is full. To allow this to occur the land needs to be rezoned to allow for the use as a camping and caravan park as defined by the Planning Scheme. Currently all forms of accommodation are prohibited on the site. The amendment to the planning scheme would create a Special Use Zone 4 specifically for the Warracknabeal Show Grounds. Amending the current Special Use Zone 2 would then allow the camping and caravan park use at Rupanyup and Murtoa as well.

The Warracknabeal Agriculture Museum amendment would rezone a portion of land from Industrial 1 Zone to Farming Zone and also rezone some Farming Zone land to Special Use Zone 3 which specifically relates to the Agriculture Museum. The amendment would also correct the schedule that applies to the site as it currently does not meet the format requirements set by the Department of Environment, Land, Water and Planning. As part of this amendment a boundary adjustment would also be proposed to ensure the museum has the land they require for their use.

Council has received a request from the owner of 15 Lake Street, Murtoa requesting that Council rezone their land from Public Use Zone 3 (Education) to Township Zone. The Public Use Zone that applies to the site is now inappropriate as the land has not been in public ownership or used for education for some time. The current zoning also would require a planning permit for all uses and development. The Township Zone is the predominate zone for Murtoa and therefore would be suitable.

In consideration of this request the land owner was provided with two options, either to pursue the amendment themselves and engaging a planning consultant to prepare the amendment, at potentially a significant cost, or request Council to incorporate their land into a broader amendment that Council would undertake. It is therefore proposed that this land form part of a corrections amendment that will rezone a number of properties that are identified as being in the incorrect zone. The attached Schedule of properties provides the properties as requiring rezoning.

The properties identified are:

- 15 Lake Street, Murtoa (CA2 Sec. 7 Township of Murtoa)
- 35 Duncan Street, Murtoa (Lot 1 TP 897085) Mechanics Institute
- Area of land around Anders Lane, including road reserves, Water tower site, 2 Hamilton Street, 4-6 Hamilton Street.
- 1281 Wimmera Highway, Murtoa (Murtoa Transfer Station)
- 114 Murtoa Cemetery Road, Murtoa (Murtoa cemetery)
- 55 Cromie Street, Rupanyup (Rupanyup Kinder)
- 38 Mill Street, Minyip (Minyip Fuel Depot)
- 3054 Donald-Murtoa Road, Minyip (Minyip Cemetery)
- 79 Lyle Street, Warracknabeal (SES Site)
- 87 Lyle Street, Warracknabeal (Warracknabeal Ambulance)

MINUTES	Ordinary Meeting of Council
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- 18-18A Woolcock Street, Warracknabeal (Warracknabeal Police Station)
- 8 Tip Road, Hopetoun (Hopetoun Transfer Station)
- 3-7, 21, 23, 29 Gloucester Avenue, Woomelang (Houses under private ownership)
- 11 Bruce Street, Hopetoun (Former School Site)
- Beulah Cemetery
- Woomelang Cemetery
- Speed Cemetery
- Sheep Hills Cemetery
- Rosebery Cemetery
- 66 Old Waleup Road, Patchewollock
- 62 Lascelles Street, Hopetoun (Former CFA building)

Subject to advice from the Department of Environment, Land, Water and Planning, and the EPA Victoria some of these properties may be removed from the list to keep the amendment moving as smoothly as possible. The EPA may require evidence that land is not contaminated before allowing a zone change that allows more sensitive uses.

By changing the zone for the properties listed above to the appropriate zone it will allow the property owners or land managers to have more freedom to undertake the necessary buildings and works on their land potentially without additional approvals required. For example, cemeteries require planning permits for works such as gazebos or shade structures where they are located in the Farming Zone, the Special Use Zone 5 (Cemetery/Crematorium) would not have that same requirement.

RELEVANT LAW

Planning and Environment Act 1987

Planning and Environment Regulations 2015

COUNCIL PLANS AND POLICIES

Yarriambiack Planning Scheme

RELATED COUNCIL DECISIONS

Nil

OPTIONS

Option 1:

That Council prepare and seek authorisation for the three amendments as identified and recommended.

Option 2:

Council pursues the amendments to the Showgrounds and Agriculture Museum and delays the corrections amendment to include additional sites and changes to the Planning Scheme.

Option 3:

That Council makes no changes to the Yarriambiack Planning Scheme.

SUSTAINABILITY IMPLICATIONS

Economic: The changes proposed in the amendment could reduce the number of planning permits required for some developments and will allow property owners/managers to undertake building works with minimal additional approvals.

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Social: Not applicable

Environmental: Not applicable

Climate change: Not applicable.

Financial: The number of planning permits is likely to reduce given the changes to the proposed maps.

COMMUNITY ENGAGEMENT

Once authorisation is granted by the Minister for Planning the amendment will be required to be advertised for a minimum of a month. Any submissions that are received will then be considered by Council, and potentially by an independent Planning Panel.

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 m) Introduce a new policy, program and/or service; or n) Is it a review of a policy, program and/or service; that directly and significantly impacts the public?	YES <input type="checkbox"/> A GIA has been completed. NO <input checked="" type="checkbox"/> A GIA is not required.
Link to Gender Impact Assessment	GIA – Not applicable

RISK

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

Strategic Description and Residual Risk Level	Risk and	Action to Mitigate/Reduce Risk	Does Action maintain or reduce Residual Risk Level
Strategy Execution and Change Management Risk - Residual Risk Level Medium		Risk of inappropriate land uses being undertaken on land in the incorrect zone.	Reduces Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Nil

CONFLICTS OF INTEREST

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

Schedule of properties for Corrections Amendment No. 2.

Address	15 Lake Street, Murtoa (CA2 Sec. 7 Township of Murtoa)
Current Zone	Public Use Zone 2 (Education)
Proposed Zone	Township
Map	
Reason	The land is now in private ownership and is no longer used for educational purposes. The site was the former RSL building.
Owner	D J S A Gallagher

Address	35 Duncan Street, Murtoa (Lot 1 TP 897085)
Current Zone	Public Conservation and Resource Zone
Proposed Zone	Township
Map	
Reason	Murtoa Mechanics Institute. The PCRZ limits the ability for the site to be used to its greatest potential.
Owner	Mechanics Institute

Address	Area of land around Anders Lane, including road reserves, Water tower site, 2 Hamilton Street, 4-6 Hamilton Street.
Current Zone	Public Park and Recreation Zone
Proposed Zone	Township
Map	 <p>The map is an aerial photograph with two semi-transparent overlays. A large red-shaded area covers most of the scene, with a white 'TZ' label in the center. A smaller green-shaded area is located in the lower-middle part of the red area, with a white 'PPRZ' label. The text 'Hamilton St' is written across the top of the red area, and 'Anders Lane' is written across the green area. Several buildings and a road are visible in the background.</p>
Reason	Land in the middle of the town which has no boundaries or indication that it should be PPRZ.
Owner	Yarriambiack Shire, M & D Historical Society & Community Museum Inc, GJ & TM Keel, CW Howell

Address	1281 Wimmera Highway, Murtoa (
Current Zone	Public Conservation and Resource Zone
Proposed Zone	Public Use Zone 1 (Service and Utility)
Map	
Reason	Location of the Murtoa Transfer Station.
Owner	Secretary to the Department Of Environment, Land, Water And Planning

Address	114 Murtoa Cemetery Road, Murtoa
Current Zone	Public Conservation and Resource Zone
Proposed Zone	Public Use Zone 5 (Cemetery/Crematorium)
Map	
Reason	Location of the Murtoa cemetery.
Owner	Crown

Address	55 Cromie Street, Rupanyup
Current Zone	Part Township Zone, part Public Use Zone 2 (Education), and part Public Use Zone 2 (Health & Community)
Proposed Zone	Public Use Zone 6 (Local Government)
Map	
Reason	Location of the Rupanyup Kinder.
Owner	Yarriambiack Shire Council

Address	38 Mill Street, Minyip
Current Zone	Farming Zone
Proposed Zone	Township Zone
Map	<p>The map displays an aerial view of the site at 38 Mill Street, Minyip. The site is outlined in orange and marked with a white circle and crosshair. The surrounding area is divided into several zoning zones: Farming Zone (FZ) in light green, Township Zone (TZ) in red, and Primary Urban Zone 4 (PUZ4) in yellow. The site is currently zoned as Farming Zone (FZ) but is proposed to be rezoned to Township Zone (TZ). The map also shows a road, a building, and a parking lot.</p>
Reason	Minyip Fuel site, the Farming Zone constrains the use of the site. Industrial uses will still need to comply with the requirements of Clause 53.10 for amenity issues.
Owner	Minyip Progress Association

Address	3054 Donald-Murtoa Road, Minyip
Current Zone	Farming Zone
Proposed Zone	Public Use Zone 5 (Cemetery/Crematorium)
Map	
Reason	Minyip Cemetery
Owner	Crown

Address	79 Lyle Street, Warracknabeal
Current Zone	General Residential Zone
Proposed Zone	Public Use Zone 1 (Service and Utility)
Map	<p>The map displays an aerial view of a residential area in Warracknabeal. A horizontal purple shaded band, representing the proposed Public Use Zone 1, runs across the middle of the image, covering Lyle Street and the adjacent properties. The street is labeled 'Lyle Street' in pink text. To the north of the shaded area, several properties are visible, with one property at 79 Lyle Street circled in white. The label 'RDZ1' is placed in white boxes on the map in several locations. To the south of the shaded area, the map shows more residential lots, some with swimming pools, and a larger lot labeled 'GRZ1'. A property at 'Vices Warracknabeal' is also labeled. In the bottom right corner, a property is labeled 'C2Z'. The map includes various house numbers and street names.</p>
Reason	State Emergency Services site.
Owner	Secretary To The Department Of Environment, Land, Water And Planning,

Address	87 Lyle Street, Warracknabeal
Current Zone	General Residential Zone
Proposed Zone	Public Use Zone 1 (Service and Utility)
Map	
Reason	Ambulance Station site.
Owner	Secretary To The Department Of Environment, Land, Water And Planning

Address	18-18A Woolcock Street, Warracknabeal
Current Zone	Commercial 1 Zone
Proposed Zone	Public Use Zone 1 (Service and Utility)
Map	
Reason	Warracknabeal Police Station
Owner	Assistant Treasurer

Address	8 Tip Road, Hopetoun
Current Zone	Farming Zone
Proposed Zone	Public Use Zone 1 (Service and Utility)
Map	<p>The map shows an aerial view of a rural area. A parcel on the right side is highlighted in yellow and labeled 'PUZ6'. The rest of the area is labeled 'FZ'. A road labeled 'Tip Rd' runs horizontally across the middle. Another road labeled 'Hopetoun Aerodrome Rd' runs vertically on the right side. The highlighted parcel is located south of Tip Rd and east of Hopetoun Aerodrome Rd.</p>
Reason	Hopetoun Transfer Station
Owner	Crown

Address	3-7, 21, 23, 29 Gloucester Avenue, Woomelang
Current Zone	Public Use Zone 4 (Transport)
Proposed Zone	Township Zone
Map	
Reason	Houses under private ownership no long forming part of the rail land
Owner	various

Address	11 Bruce Street, Hopetoun
Current Zone	Public Use Zone 2 (Education)
Proposed Zone	Township
Map	
Reason	Former School site
Owner	Department of Education

Address	Beulah Cemetery
Current Zone	Public Conservation and Resource Zone
Proposed Zone	Public Use Zone 5 (Cemetery/Crematorium)
Map	
Reason	Beulah Cemetery
Owner	Crown

Address	Woomelang Cemetery
Current Zone	Farming Zone
Proposed Zone	Public Use Zone 5 (Cemetery/Crematorium)
Map	
Reason	Woomelang Cemetery
Owner	Crown

Address	Speed Cemetery
Current Zone	Public Conservation and Resource Zone
Proposed Zone	Public Use Zone 5 (Cemetery/Crematorium)
Map	
Reason	Speed Cemetery
Owner	Crown

Address	Sheep Hills Cemetery
Current Zone	Public Conservation and Resource Zone
Proposed Zone	Public Use Zone 5 (Cemetery/Crematorium)
Map	
Reason	Sheep Hills Cemetery
Owner	Crown

Address	Rosebery Cemetery
Current Zone	Farming Zone
Proposed Zone	Public Use Zone 5 (Cemetery/Crematorium)
Map	
Reason	Rosebery Cemetery
Owner	Crown

Address	66 Old Waleup Road, Patchewollock
Current Zone	Public Use Zone 5 (Cemetery/Crematorium)
Proposed Zone	Farming Zone
Map	
Reason	Random area of Cemetery zoned land north of Patchewollock.
Owner	Privately owned

Address	62 Lascelles Street, Hopetoun
Current Zone	Public Use Zone 1 – Service and Utility
Proposed Zone	Township Zone
Map	
Reason	Former CFA building now community owned.
Owner	

14.3 Planning Permit TP33-21 - Use and development of a new emergency services facility (CFA station)

Prepared by Adam Moar, Manager Development Services

SUMMARY

A planning permit application has been lodged for the Use and development of a new emergency services facility (CFA station) at 31-35 Jamouneau Street, Warracknabeal. Adjoining property owners were notified of the application during its processing with two submissions being received. As the submissions raise objection to elements of the proposal a determination of the application is required from Council.

RECOMMENDATION

That Council:

- a. Issues a Notice to Grant a Permit under the provisions of the Yarriambiack Planning Scheme in respect of the land known and described as 31-35 Jamouneau Street, Warracknabeal (PC377176U), for the use and development of land, through the buildings and works, for an emergency services building (CFA Station) and associated infrastructure and earthworks in accordance with the endorsed plans, with the application dated 25 June 2021, subject to the following conditions:
 1. The use and development (building and works) as shown on the endorsed plans must not be altered without the written consent of the responsible authority.
 2. The use and development must be managed so that the amenity of the area is not detrimentally affected, through the:
 - a. transport of materials, goods or commodities to or from the land.
 - b. appearance of any building, works or materials.
 - c. emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
 - d. presence of vermin.
 3. Provision must be made on the land for the storage and collection of garbage and other solid waste. This area must be graded and drained and screened from public view to the satisfaction of the responsible authority.
 4. Before the development starts, or in a timeframe agreed to by the responsible authority, a landscape plan to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided.

The plan must show:

- A landscape layout which includes the description of vegetation to be planted, the surfaces to be constructed, a site works specification and the method of preparing, draining, watering and maintaining the landscape area
- Landscaping of various heights that creates a suitable screening of the site from the north and south sides of the allotment.
- A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, and common names of each plant. Preference is given for local native species.

5. Before the use/occupation of the development starts or by such later date as is approved by the responsible authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the responsible authority.

6. The landscaping shown on the endorsed plans must be maintained to the satisfaction of the responsible authority, including that any dead, diseased or damaged plants are to be replaced.

7. Finished floor levels of the building (including multi-purpose room, kitchen, turnout areas, offices, workshop, stores, ICT, laundry, drying and BA rooms) must be constructed no lower than 109.63 metres Australian Height Datum (AHD).

Prior to the issue of an Occupancy Permit, an as constructed finished floor level plan must be submitted to Wimmera CMA to demonstrate that the floor levels have been constructed in accordance with Wimmera CMA requirements.

8. Finished floor levels of the motor room and external store must be constructed no lower than 109.33 metres Australian Height Datum (AHD).

Prior to the issue of an Occupancy Permit, an as constructed finished floor level plan must be submitted to Wimmera CMA to demonstrate that the floor levels have been constructed in accordance with Wimmera CMA requirements.

9. Before construction works start associated with the provision of access ways, car parking and drainage detailed engineering plans to the satisfaction of the relevant authority must be submitted to and approved by the responsible authority. The plans must be drawn to scale with dimensions. The plans must show the following minimum details:

- Access ways and car parking areas standard of construction and surfaced with an all-weather seal coat and treated;
- Culverts and access way dimensions to the standard as specified by the responsible authority;
- Line-marked to indicate each car space and all access lanes;
- Signage design, elevations and locations. All signage is to be located to the satisfaction of the responsible authority;
- Measures taken to prevent damage to fences or landscaped areas of adjoining properties and to prevent direct vehicle access to an adjoining road other than by a vehicle crossing;
- Provision of signage directing drivers to the area(s) set aside for car parking. Such signs are to be located and maintained to the satisfaction of the Responsible Authority. This sign must not exceed 0.3 square meters.

10. Before any of the development starts a properly prepared drainage discharge plan with computations to the satisfaction of the responsible authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and a minimum of three copies must be provided. The information submitted must show the details listed in the council's Infrastructure Design Manual and be designed in accordance with the requirements of that manual.

The information and plan must include:

- details of how the works on the land are to be drained and/or retarded, proposed finished ground levels.
 - computations including total energy line and hydraulic grade line for the existing and proposed drainage as directed by Responsible Authority
 - underground pipe drains conveying stormwater to the legal point of discharge for each allotment.
 - measures to enhance stormwater discharge quality from the site and protect downstream waterways Including the expected discharge quality emanating from the development (output from MUSIC or similar) and design calculation summaries of the treatment elements;
 - a maximum discharge rate from the site is to be determined by computation to the satisfaction of Council.
 - the details of the incorporation of water sensitive urban design designed in accordance with the "Urban Stormwater Best Practice Environmental Management Guidelines" 1999.
21. Before the use begins and/or the building is occupied, the applicant or owner must construct road works, drainage and other civil works, in accordance with plans and specifications approved by the responsible.
 22. Any fill proposed to be moved onto the site must be free from contamination and other matter. All fill is to be to the satisfaction of the responsible authority.
 23. Appropriate measures must be implemented throughout the construction stage of the development to rectify and/or minimise mud, crushed rock or other debris being carried onto public roads or footpaths from the subject land, to the satisfaction of the responsible authority.
 24. Soil erosion control measures must be employed throughout the construction stage of the development to the satisfaction of the responsible authority.
 25. Any contaminated soils or products removed from the site must be disposed of in accordance with the relevant State Environmental Protection polices and to the satisfaction of the responsible authority.
 26. The applicant must ensure that dust suppression is undertaken in the form of constant water spraying or other natural based proprietary dust suppressant to ensure that dust caused by vehicles moving within the site does not cause a nuisance to surrounding properties to the satisfaction of the responsible authority.
 27. Any new or otherwise vehicular entrances to the subject land from the road shall be constructed at a location and of a size and standard satisfactory to the responsible authority. The vehicle crossing must be constructed at the applicant's expense to provide ingress and egress to the site to the satisfaction of the responsible authority.
 28. Car spaces, access lanes and driveways must be kept available for these purposes at all times.
 29. Before the use begins and/or the building is occupied all stormwater and surface water discharging from the site, buildings and works must be retained on site or conveyed to the legal point of discharge drains to the satisfaction of the responsible authority. No effluent or polluted water of any type will be allowed to enter the stormwater drainage system.

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30. A road opening/crossing permit must be obtained from the responsible authority prior to the carrying out of any vehicle crossing works.

31. Before the development starts or works commences, the owner/developer must submit to the responsible authority a written report and photos of any prior damage to public infrastructure. Listed in the report must be the condition of kerb & channel, footpath, seal, street lights, signs and other public infrastructure fronting the property and abutting at least two properties either side of the development. Unless identified with the written report, any damage to infrastructure post construction will be attributed to the development. The owner or developer of the subject land must pay for any damage caused to the Councils assets/Public infrastructure caused as a result of the development or use permitted by this permit.

32. This permit will expire if one of the following circumstances applies:

- o the development is not started within two years of the date of this permit.
- o the development is not completed within four years of the date of this permit.

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within six months after.

b. Once the Notice period has expired, if no application for review has not been submitted, issue the respective planning permit, or if an application has been lodged for review, undertake the appropriate actions as directed by the Victorian Civil and Administrative Tribunal.

Moved Cr K Kirk Seconded Cr G Massey

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment 1: Planning Assessment Report](#)

[Attachment 2: Application documents](#)

[Attachment 3: Submissions](#)

[Attachment 4: Existing Conditions Locality Plan](#)

[Attachment 5: Site Plan Locality Plan](#)

[Attachment 6: Part Site Plan Floor Plan](#)

[Attachment 7: Elevation](#)

DISCUSSION

A planning permit application has been submitted for the use and development of an emergency services facility at 31-35 Jamouneau Street, Warracknabeal. The new facility will be used by the CFA.

The main building of the Fire Station comprises of three main elements; centrally, is the Motor-Room wing, the Amenities Wing to the North and the Workshop and Maintenance Areas to the South.

The development is based on the CFA's Urban Fire Station with modifications. It will comprise:

- In the Amenities wing:
 - o A Group Office
 - o A Brigade Office

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- o A Chair Storage Room
- o A Multipurpose Room
- o A Kitchen with Servery
- o Two Turn-Out Rooms
- o An Ambulant Female WC, an Ambulant Male WC and a Unisex Accessible WC.
- In the Motor-Room wing:
 - o A 3-bay drive-through Motor-Room, one with an extended bay to the rear of the station; and
 - o Communications facilities.
- In the eastern wing:
 - o A Workshop for work benches
 - o A Storage area
 - o A Communications Room
 - o A Laundry for Personal Protective Equipment
 - o A Drying room for Personal Protective Equipment
 - o A Breathing Apparatus (BA) Store and Maintenance Room
- Two 22,500 litre rain water storage tank.
- A rear garage / workshop / store.

The largest element is the 3-bay Motor-Room. It is a simple skillion roof construction from front to rear. The amenities and eastern wings will take a similar form but with a smaller mass. All of these components will be clad with Colourbond steel cladding with a face brickwork dado and reflect the typical semi-Urban building form.

The future rear shed will have a pitched roof front to rear and be clad in Colourbond steel.

The cladding is typical within the CFA's pallet of colours for urban fire stations. This proposed treatment offers both a standardised design for fire stations, enabling uniformity and easily recognisable facilities, whilst providing a non-reflective surfaced structure that is complementary with the surrounding environment.

This proposal is the second application for the same development at the site. The original planning permit (TP33-16) lapsed; therefore a new permit was required.

This application received two submissions objecting or raising concerns over elements of the design, mainly focusing on the lane at the rear of the property.

The issues raised within the submissions generally relate the following:

- The width of the lane will become narrow and limit vehicles entering and leaving the lane
- The driveway formed over the land to Jamouneau Street will be blocked making access restricted.
- Access for rubbish collection will be limited with bins having to be put out on Woolcock Street.

There is limited action that can be taken for the first two of these issues. The land is currently owned independently and therefore retains all the rights that all property owners have. Currently the property owner could construct a fence along each boundary, which would result in the issues raised above, being that the lane would be returned to a 3 metre

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lane, as surveyed, and close access to Jamouneau Street from the lane. There is no formal easement or right of carriageway to Jamouneau Street over the land. The driveway that vehicles have been using appears to have developed over a number of years.

Two-way access via a lane would require the width of the lane to be approximately 5.5 to 6 metres, this would therefore require the lane to be doubled in size. The landowner is not in a position to consider widening the lane unless Council wished to purchase the land. This would also require redesign of the facility as the truck turning circles would need to be reworked to ensure vehicles can enter and exit the facility in a forward direction.

If garbage bins are placed out on Woolcock Street for collection it will take up a large area along street frontage. It has been proposed that the parking arrangements at the end of the lane be changed to cater for this and the provision of a loading area. The proposed loading zone would cater for the supermarket and deliveries to properties up the lane. In addition to the loading zone, additional angled parking can be provided as indicated in the image below.



In addition to the car parking rearrangement, the long vehicle parking bays will need to be relocated as the vehicle access to the facility will be from Jamouneau Street, however this will be considered outside of this application, with further discussions on this arrangement to be undertaken with relevant stakeholders.

Overall, it is considered that the application has been designed in a manner that utilises the land to meet the requirements needed for an emergency services facility of this kind. The proposed fencing of the property does not specifically require a planning permit approval and could be constructed without any approval from Council.

Based on this, it is considered that the proposed on-street car parking changes and loading zone proposed would manage some of the concerns raised in the submissions. These changes would be managed outside of this application.

A full planning assessment of this application is provided in the attached Planning Assessment Report.

RELEVANT LAW

Planning and Environment Act 1987

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Planning and Environment Regulations 2015

COUNCIL PLANS AND POLICIES

Yarriambiack Planning Scheme

RELATED COUNCIL DECISIONS

Nil

OPTIONS

Option 1:

Issue a Notice of Decision to Grant a Permit in with the conditions attached to the recommendation. The Planning and Environment Regulations 2015 require a notice to be issued where there are objections to a planning permit application. This allows the objectors to have a right of appeal of the decision to the Victorian Civil and Administrative Tribunal (VCAT).

Option 2:

Refuse the planning permit application. This is not recommended as it is considered that there are no planning grounds to refuse this application if it was to be challenged by the applicant at VCAT.

Option 3:

That Council seeks to acquire additional land to widen the lane at the rear of the subject property. This would then cause additional delays to the development of a new CFA facility. This would add costs to Council in acquisition and development of the lane. The delay in determining the application would likely result in the applicant in seeking VCAT to determine the application based on Council's failure to make a decision.

SUSTAINABILITY IMPLICATIONS

Economic: Additional construction activity in town.

Social: Improved facility for emergency services provided.

Environmental: Not applicable.

Climate change: With the changes in the climate additional pressure on the local emergency services to address bushfires and flooding. Having a new facility will assist in the local brigade to service the community more efficiently.

Financial: Not applicable.

COMMUNITY ENGAGEMENT

The planning permit application was notified to the adjoining property owners for a period commencing from 30 July 2021. Submissions have been received up until this report was prepared.

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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 o) Introduce a new policy, program and/or service; or p) 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
Environmental Sustainability Risk - Residual Risk Level Medium	Approving the proposed development will provide for a new and more efficient facility for the local CFA to use.	Reduces Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Nil

CONFLICTS OF INTEREST

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

Planning Assessment Report

Application Details:

Application is for:	Use and development of a new emergency services facility (CFA station)
Applicant's Name:	Leonard Lawrence Architect
Owner's Name:	Country Fire Authority
Date Received:	25 June 2021
Statutory Days:	Over 60 days
Application Number:	TP33-21
Planner:	Adam Moar
Land/Address:	31-35 Jamouneau Street, Warracknabeal (Lot 1 PC377176U)
Zoning:	Commercial 1 Zone (C1Z) General Residential Zone (GRZ)
Overlays:	Land Subject to Inundation Overlay
Under what clause(s) is a permit required?	Clause 32.08-2 – Table of Uses – Section 2 Use (GRZ) Clause 32.08-9 - Buildings and works associated with a Section 2 Use (GRZ) Clause 34.01-1 – Table of Uses – Section 2 Use (C1Z) Clause 34.01-4 - Buildings and works (C1Z) Clause 44.04-2 - Buildings and works (LSIO)
Restrictive covenants on the title?	No
Current use and development:	Vacant

Proposal

This application is for the use and development of an emergency services facility on the site. The new facility will be used by the CFA.

The main building of the Fire Station comprises of three main elements; centrally, is the Motor-Room wing, the Amenities Wing to the North and the Workshop and Maintenance Areas to the South.

The development is based on the CFA's Urban Fire Station with modifications. It will comprise:

- In the Amenities wing:
 - A Group Office
 - A Brigade Office
 - A Chair Storage Room
 - A Multipurpose Room
 - A Kitchen with Servery
 - Two Turn-Out Rooms
 - An Ambulant Female WC, an Ambulant Male WC and a Unisex Accessible WC.
- In the Motor-Room wing:
 - A 3-bay drive-through Motor-Room, one with an extended bay to the rear of the station; and
 - Communications facilities.
- In the eastern wing:
 - A Workshop for work benches
 - A Storage area
 - A Communications Room
 - A Laundry for Personal Protective Equipment
 - A Drying room for Personal Protective Equipment
 - A Breathing Apparatus (BA) Store and Maintenance Room
- Two 22,500 litre rain water storage tank.
- A rear garage / workshop / store.

The largest element is the 3-bay Motor-Room. It is a simple skillion roof construction from front to rear. The amenities and eastern wings will take a similar form but with a smaller mass. All of these components will be clad with Colourbond steel cladding with a face brickwork dado and reflect the typical semi-Urban building form.

The future rear shed will have a pitched roof front to rear and be clad in Colourbond steel.

The cladding is typical within the CFA's pallet of colours for urban fire stations. This proposed treatment offers both a standardised design for fire stations, enabling uniformity and easily recognisable facilities, whilst providing a non-reflective surfaced structure that is complementary with the surrounding environment.

Subject site & locality

The site is located at 31-35 Jamouneau Street, Warracknabeal. It is formally described as Lot 1 PC377176U.

The subject site is located on the Eastern side of Jamouneau Street, Warracknabeal, approximately 300m west of the existing fire station located at 51 Devereux Street, Warracknabeal.

The proposed Fire Station will be located on the corner of Jamouneau Street and Woolcock Street which provides greater access to the road network to services the Warracknabeal Community and surrounding suburbs.

The site has a frontage to Jamouneau Street of 67.05m and Woolcock Street of 50.29m, is approximately 3372m² in size.

The site is relatively flat with a slight, approximate, 400mm rise to the south eastern corner, it is clear of all substantial vegetation, and is currently unused vacant land.

The surrounding land use is mixed, with commercial uses to the east and south east with residential properties on the south boundary and on the opposite side of Jamouneau Street to the west.

On the opposite side of Woolcock Street to the north is the Warracknabeal Police Station.

Permit/Site History

TP33-16 – Emergency Services Facility was approved, this permit lapsed and therefore this new application is for the same development.

Public Notification

This application was referred to adjoining property owners with two submissions being received. The submissions it raises concerns regarding the use of the lane and the ability for delivery vehicles to use the lane.

Referrals

External Referrals/Notices Required by the Planning Scheme:

Referrals/Notice	Advice/Response/Conditions
Section 55 Referrals	
WCMA	The WCMA provided no objection to the proposal subject to standard conditions relating to the finished floor heights of the buildings.
Section 52 notices	Nil

Internal Council Referrals	Advice/Response/Conditions
Nil	

Assessment

The Planning Policy Framework (PPF)

The relevant sections of the PPF are provided below.

02 MUNICIPAL PLANNING STRATEGY

02.01 CONTEXT

Yarriambiack Shire is located in the north-western part of Victoria. The Shire has an area of 7158 square kilometres which extends from the Wimmera River, just north of the Grampians in the south to the centre of the Mallee in the north.

The Shire's estimated population in 2018 was 6660 persons. More than two-thirds of the population live in urban centres above 200 people. Approximately a third of the population live in Warracknabeal, the largest town in the Shire. The Shire's population is projected to decrease by more than 1000 persons by 2036, creating challenges for the planning of facilities and services.

The main employment sectors within the Shire are agriculture, community services, and wholesale and retail trade. These industries are major components of the economy of the Shire and are very important in the service role of the smaller townships.

Most townships within the Shire have excellent community and sporting facilities that have the potential for hosting special events.

02.02 VISION

Yarriambiack Shire's vision is to provide a viable, sustainable and vibrant future.

From a land use and development perspective, Council intends to achieve its vision through the implementation of the following objectives:

- A place to live and grow.
- A safe and active community.
- A sustainable environment.
- A planned future.

02.03 STRATEGIC DIRECTIONS

02.03-1 Settlement

The settlement pattern of Yarriambiack Shire is characterised by a number of urban centres and small towns, located in the midst of productive agricultural areas. The maintenance of a clear distinction between urban and rural areas is essential to efficient township development and continued agricultural production.

Factors contributing to the character of these townships include unique rural settings, heritage buildings and a rich community culture. The uniqueness and quality of life offered in each township is of great importance to the people of the Shire.

Some of the towns have lost the threshold population size to attract and to maintain the necessary services and facilities for residents and the surrounding farming district. Given the population thresholds and factors of location, environment and entrepreneurial initiative to

rejuvenate towns, Council's settlement strategy is to consolidate development and provide infrastructure within towns in order of highest potential as follows:

- Warracknabeal
- Murtoa
- Hopetoun
- Minyip
- Rupanyup
- Beulah
- Woomelang.

Other settlements including Patchewollock, Brim, Yaapeet, Tempy, Speed and Lascelles will continue to be supported.

Warracknabeal has a district centre role. It is the largest centre of the Shire with the smallest rate of population decline. It is a retail, administrative and industrial centre, well serviced with educational, medical and community services. It is located on important transport routes and has potential for critical mass to support and sustain large industries. Warracknabeal is the second largest grain receival terminal after Murtoa. Graincorp's maintenance workshop is located in Warracknabeal.

Strategic directions

- Direct development and growth to take place within the townships of Warracknabeal, Murtoa, Hopetoun, Minyip, Rupanyup, Beulah and Woomelang.
- Facilitate population growth to maintain threshold populations for townships and support delivery of services.
- Reinforce Warracknabeal as the main district service centre within the Shire, especially in terms of provision of community services and facilities, retail and business opportunities, recreational and social activities and the coordination of administrative and government functions.
- Develop an attractive commercial centre in Warracknabeal, with services and facilities that reinforce the role of the township.

10 PLANNING POLICY FRAMEWORK

11 SETTLEMENT

Planning is to anticipate and respond to the needs of existing and future communities through provision of zoned and serviced land for housing, employment, recreation and open space, commercial and community facilities and infrastructure.

Planning is to recognise the need for, and as far as practicable contribute towards:

- Health, wellbeing and safety.
- Adaptation in response to changing technology.
- A high standard of urban design and amenity.

- Energy efficiency.
- Accessibility.
- Land use and transport integration.

Planning is to prevent environmental, human health and amenity problems created by siting incompatible land uses close together.

Planning is to facilitate sustainable development that takes full advantage of existing settlement patterns and investment in transport, utility, social, community and commercial infrastructure and services.

11.01 VICTORIA

11.01-1S Settlement

Objective

To promote the sustainable growth and development of Victoria and deliver choice and opportunity for all Victorians through a network of settlements.

Strategies

Develop sustainable communities through a settlement framework offering convenient access to jobs, services, infrastructure and community facilities.

Ensure regions and their settlements are planned in accordance with their relevant regional growth plan.

Guide the structure, functioning and character of each settlement taking into account municipal and regional contexts and frameworks.

Provide for growth in population and development of facilities and services across a regional or sub-regional network.

Develop compact urban areas that are based around existing or planned activity centres to maximise accessibility to facilities and services.

Ensure retail, office-based employment, community facilities and services are concentrated in central locations.

Policy documents

Consider as relevant:

- Wimmera Southern Mallee Regional Growth Plan (Victorian Government, 2014)

Victoria Settlement Framework

11.01-1R Settlement - Wimmera Southern Mallee

Strategies

Support the ongoing growth and development of Edenhope, Hopetoun, Nhill, St Arnaud, Stawell and Warracknabeal as the key service hubs in their sub-regional communities of interest.

11.02 MANAGING GROWTH

11.02-1S Supply of urban land

Objective

To ensure a sufficient supply of land is available for residential, commercial, retail, industrial, recreational, institutional and other community uses.

Strategies

Ensure the ongoing provision of land and supporting infrastructure to support sustainable urban development.

Planning for urban growth should consider:

- Opportunities for the consolidation, redevelopment and intensification of existing urban areas.
- Neighbourhood character and landscape considerations.
- The limits of land capability and natural hazards and environmental quality.
- Service limitations and the costs of providing infrastructure.

Policy guidelines

Consider as relevant:

- Victorian Government population projections and land supply estimates.

13 ENVIRONMENTAL RISKS AND AMENITY

Planning should strengthen the resilience and safety of communities by adopting a best practice environmental management and risk management approach.

Planning should identify, prevent and minimise the risk of harm to the environment, human health, and amenity through:

- Land use and development compatibility.
- Effective controls to prevent or mitigate significant impacts.

Planning should identify and manage the potential for the environment and environmental changes to impact on the economic, environmental or social wellbeing of society.

Planning should ensure development and risk mitigation does not detrimentally interfere with important natural processes.

Planning should prepare for and respond to the impacts of climate change.

13.03 FLOODPLAINS

13.03-1S Floodplain management

Objective

To assist the protection of:

- Life, property and community infrastructure from flood hazard.
- The natural flood carrying capacity of rivers, streams and floodways.

- The flood storage function of floodplains and waterways.
- Floodplain areas of environmental significance or of importance to river health.

Strategies

Identify land affected by flooding, including land inundated by the 1 in 100 year flood event or as determined by the floodplain management authority in planning schemes.

Avoid intensifying the impact of flooding through inappropriately located use and development.

Locate emergency and community facilities (including hospitals, ambulance stations, police stations, fire stations, residential aged care facilities, communication facilities, transport facilities, community shelters and schools) outside the 1 in 100 year floodplain and, where possible, at levels above the height of the probable maximum flood.

Policy guidelines

Consider as relevant:

- Regional catchment strategies and special area plans approved by the Minister for Energy, Environment and Climate Change or Minister for Water.
- Any floodplain management manual of policy and practice, or catchment management, river health, wetland or floodplain management strategy adopted by the relevant responsible floodplain management authority.
- Any best practice environmental management guidelines for stormwater adopted by the Environment Protection Authority.

Policy documents

Consider as relevant:

- *Victorian Floodplain Management Strategy* (Department of Environment, Land, Water and Planning 2016)

15 BUILT ENVIRONMENT AND HERITAGE

Planning is to recognise the role of urban design, building design, heritage and energy and resource efficiency in delivering liveable and sustainable cities, towns and neighbourhoods.

Planning should ensure all land use and development appropriately responds to its surrounding landscape and character, valued built form and cultural context.

Planning should protect places and sites with significant heritage, architectural, aesthetic, scientific and cultural value.

Planning must support the establishment and maintenance of communities by delivering functional, accessible, safe and diverse physical and social environments, through the appropriate location of use and development and through high quality buildings and urban design.

Planning should promote development that is environmentally sustainable and should minimise detrimental impacts on the built and natural environment.

Planning should promote excellence in the built environment and create places that:

- Are enjoyable, engaging and comfortable to be in.
- Accommodate people of all abilities, ages and cultures.
- Contribute positively to local character and sense of place.
- Reflect the particular characteristics and cultural identity of the community.
- Enhance the function, amenity and safety of the public realm.

15.01 BUILT ENVIRONMENT

15.01-2S Building design

Objective

To achieve building design outcomes that contribute positively to the local context and enhance the public realm.

Strategies

Ensure a comprehensive site analysis forms the starting point of the design process and provides the basis for the consideration of height, scale and massing of new development.

Ensure development responds and contributes to the strategic and cultural context of its location.

Minimise the detrimental impact of development on neighbouring properties, the public realm and the natural environment.

Ensure the form, scale, and appearance of development enhances the function and amenity of the public realm.

Ensure buildings and their interface with the public realm support personal safety, perceptions of safety and property security.

Ensure development is designed to protect and enhance valued landmarks, views and vistas.

Ensure development provides landscaping that responds to its site context, enhances the built form and creates safe and attractive spaces.

Policy documents

Consider as relevant:

- *Urban Design Guidelines for Victoria* (Department of Environment, Land, Water and Planning, 2017)

19 INFRASTRUCTURE

Planning for development of social and physical infrastructure should enable it to be provided in a way that is efficient, equitable, accessible and timely.

19.02 COMMUNITY INFRASTRUCTURE

19.02-5S Emergency services

Objective

To ensure suitable locations for police, fire, ambulance and other emergency services.

Strategies

Ensure police, fire, ambulance and other emergency services are provided for in or near activity centres.

Locate emergency services together in newly developing areas.

The zoning of the land and any relevant overlay provisions

32.08 GENERAL RESIDENTIAL ZONE

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that respects the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.08-2 Table of uses

Section 2 – Emergency services facility is a permit required use in the Table.

32.08-9 Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

32.08-11 Application requirements

An application must be accompanied by the following information, as appropriate:

- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses.
 - The building form and scale.
 - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.08-13 Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

Non-residential use and development

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.08-14 Signs

Sign requirements are at Clause 52.05. This zone is in Category 3.

34.01 COMMERCIAL 1 ZONE

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To create vibrant mixed use commercial centres for retail, office, business, entertainment and community uses.

To provide for residential uses at densities complementary to the role and scale of the commercial centre.

34.01-1 Table of uses

Section 2 – Emergency services facility is a permit required use in the Table.

34.01-2 Use of land

A use must not detrimentally affect the amenity of the neighbourhood, including through the:

- Transport of materials, goods or commodities to or from the land.
- Appearance of any building, works or materials.
- Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.

34.01-4 Buildings and works

A permit is required to construct a building or construct or carry out works.

Maintenance

All buildings and works must be maintained in good order and appearance to the satisfaction of the responsible authority.

34.01-6 Application requirements

Use

An application to use land must be accompanied by the following information, as appropriate:

- The purpose of the use and the types of activities which will be carried out.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of goods and materials, hours of operation and light spill, solar access and glare.
- The means of maintaining land not required for immediate use.

Buildings and works

An application to construct a building or construct or carry out works must be accompanied by the following information, as appropriate:

- A plan drawn to scale which shows:
 - The boundaries and dimensions of the site.
 - Adjoining roads.
 - The location, height and purpose of buildings and works on adjoining land.
 - Relevant ground levels.
 - The layout of existing and proposed buildings and works.
 - All driveway, car parking and loading areas.
 - Proposed landscape areas.
 - All external storage and waste treatment areas.
 - Areas not required for immediate use.
- Elevation drawings to scale showing the colour and materials of all buildings and works.
- Construction details of all drainage works, driveways, vehicle parking and loading areas.
- A landscape layout which includes the description of vegetation to be planted, the surfaces to be constructed, site works specification and method of preparing, draining, watering and maintaining the landscape area.

34.01-8 Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The interface with adjoining zones, especially the relationship with residential areas.

Use

- The effect that existing uses may have on the proposed use.
- The drainage of the land.
- The availability of and connection to services.
- The effect of traffic to be generated on roads.
- The interim use of those parts of the land not required for the proposed use.

Building and works

- The movement of pedestrians and cyclists, and vehicles providing for supplies, waste removal, emergency services and public transport.
- The provision of car parking.
- The streetscape, including the conservation of buildings, the design of verandahs, access from the street front, protecting active frontages to pedestrian areas, the treatment of the fronts and backs of buildings and their appurtenances, illumination of buildings or their immediate spaces and the landscaping of land adjoining a road.
- The storage of rubbish and materials for recycling.
- Defining the responsibility for the maintenance of buildings, landscaping and paved areas.
- Consideration of the overlooking and overshadowing as a result of building or works affecting adjoining land in a General Residential Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.
- The availability of and connection to services.
- The design of buildings to provide for solar access.
- The objectives, standards and decision guidelines of Clause 54 and Clause 55. This does not apply to an apartment development.
- For an apartment development, the objectives, standards and decision guidelines of Clause 58.

34.01-9 Signs

Sign requirements are at Clause 52.05. This zone is in Category 1.

Relevant Overlays

44.04 LAND SUBJECT TO INUNDATION OVERLAY

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify flood prone land in a riverine or coastal area affected by the 1 in 100 (1 per cent Annual Exceedance Probability) year flood or any other area determined by the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, is compatible with the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

To reflect any declaration under Division 4 of Part 10 of the *Water Act, 1989* where a declaration has been made.

To protect water quality in accordance with the provisions of relevant State Environment Protection Policies, particularly in accordance with Clauses 33 and 35 of the State Environment Protection Policy (Waters of Victoria).

To ensure that development maintains or improves river and wetland health, waterway protection and flood plain health.

44.04-2 Buildings and works

A permit is required to construct a building or to construct or carry out works.

44.04-8 Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any local floodplain development plan.
- Any comments from the relevant floodplain management authority.
- The existing use and development of the land.
- Whether the proposed use or development could be located on flood-free land or land with a lesser flood hazard outside this overlay.
- Alternative design or flood proofing responses.
- The susceptibility of the development to flooding and flood damage.
- The potential flood risk to life, health and safety associated with the development. Flood risk factors to consider include:
 - The frequency, duration, extent, depth and velocity of flooding of the site and accessway.
 - The flood warning time available.
 - Tidal patterns.
 - Coastal inundation and erosion.

- The danger to the occupants of the development, other floodplain residents and emergency personnel if the site or accessway is flooded.
- The effect of the development on redirecting or obstructing floodwater, stormwater or drainage water and the effect of the development on reducing flood storage and increasing flood levels and flow velocities.
- The effect of the development on river health values including wetlands, natural habitat, stream stability, erosion, environmental flows, water quality and sites of scientific significance.
- Any other matters specified in a schedule to this overlay.

The decision guidelines of Clause 65

65.01 Approval of an application or plan

Before deciding on an application or approval of a plan, the responsible authority must consider, as appropriate:

- The matters set out in Section 60 of the Act.

Comment:

The provisions of Section 60 of the Act are consistent with the application. The elements of Section 60 will be discussed in the following sections of Clause 65.01 of the Planning Scheme.

Section 60 also requires that submissions made on an application to be considered.

The issues raised within the submissions generally relate the following:

- The width of the lane will become narrow and limit vehicles entering and leaving the lane
- The driveway formed over the land to Jamouneau Street will be blocked making access restricted.
- Access for rubbish collection will be limited with bins having to be put out on Woolcock Street.

There is limited action that can be taken for the first two of these issues. The land is currently owned independently and therefore retains all the rights that all property owners have. Currently the property owner could construct a fence along each boundary, which would result in the issues raised above, being that the lane would be returned to a 3 metre lane, as surveyed, and close access to Jamouneau Street from the lane. There is no formal easement or right of carriageway to Jamouneau Street over the land. The driveway that vehicles have been using appears to have developed over a number of years.

Two-way access via a lane would require the width of the lane to be approximately 5.5 to 6 metres, this would therefore require the lane to be doubled in size. The landowner is not in a position to consider widening the lane unless Council wished to purchase the land. This would also require redesign of the facility as the truck turning circles would need to be reworked to ensure vehicles can enter and exit the facility in a forward direction.

If garbage bins are placed out on Woolcock Street for collection it will take up a large area along street frontage. It has been proposed that the parking arrangements at the end of the lane

be changed to cater for this and the provision of a loading area. The proposed loading zone would cater for the supermarket and deliveries to properties up the lane. In addition to the loading zone, additional angled parking can be provided as indicated in the image below.



In addition to the car parking rearrangement, the long vehicle parking bays will need to be relocated as the vehicle access to the facility will be from Jamouneau Street, however this will be considered outside of this application.

Overall, it is considered that the application has been designed in a manner that utilises the land to meet the requirements needed for an emergency services facility of this kind. The proposed fencing of the property does not specifically require a planning permit approval and could be constructed without any approval from Council.

Based on this, it is considered that the proposed on-street car parking changes and loading zone proposed would manage some of the concerns raised in the submissions. These changes would be managed outside of this application.

- The Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

Comment:

It is considered that the proposal addresses and meets the requirements of the Planning Policy Framework.

- The purpose of the zone, overlay or other provision.

Comment:

The proposal is considered to be consistent with the purpose of the zone and the overlays that apply to the site.

- Any matter required to be considered in the zone, overlay or other provision.

Comment:

The proposal is considered to be consistent with the provisions of the relevant the zones and the overlays that apply to the site.

- The orderly planning of the area.

Comment:

It is considered that this application will not impact the orderly planning of the area.

- The effect on the amenity of the area.

Comment:

It is considered the amenity of the area will not be detrimentally impacted by the proposal.

- The proximity of the land to any public land.

Comment:

There is no nearby public land that will be detrimentally impacted on by this development.

- Factors likely to cause or contribute to land degradation, salinity or reduce water quality.

Comment:

It is considered that the proposal will not impact land degradation, salinity or reduce water quality.

- Whether the proposed development is designed to maintain or improve the quality of stormwater within and exiting the site.

Comment:

The development will contain all stormwater on the site.

- The extent and character of native vegetation and the likelihood of its destruction.

Comment:

No native vegetation will be removed as part of this application.

- Whether native vegetation is to be or can be protected, planted or allowed to regenerate.

Comment:

No native vegetation will be impacted as part of this application.

- The degree of flood, erosion or fire hazard associated with the location of the land and the use, development or management of the land so as to minimise any such hazard.

Comment:

It is considered that the proposal will not increase the risk and degree of flood and fire hazards.

Other relevant adopted State policies/strategies – (e.g. Melbourne 2030.)

Nil

Relevant incorporated or reference documents

Nil

Relevant Planning Scheme amendments

Nil

Conclusion

The proposed development is considered to be consistent with the provisions of the Yarriambiack Planning Scheme and therefore should be approved.

Recommendation

Planning Permit

That Council issue a Notice to Grant a Permit under the provisions of the Yarriambiack Planning Scheme in respect of the land known and described as 31-35 Jamouneau Street, Warracknabeal (PC377176U), for the use and development of land, through the buildings and works, for an emergency services building (CFA Station) and associated infrastructure and earthworks in accordance with the endorsed plans, with the application dated 25 June 2021, subject to the following conditions:

1. The use and development (building and works) as shown on the endorsed plans must not be altered without the written consent of the responsible authority.
2. The use and development must be managed so that the amenity of the area is not detrimentally affected, through the:
 - a. transport of materials, goods or commodities to or from the land.
 - b. appearance of any building, works or materials.

- c. emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
 - d. presence of vermin.
3. Provision must be made on the land for the storage and collection of garbage and other solid waste. This area must be graded and drained and screened from public view to the satisfaction of the responsible authority.
 4. Before the development starts, or in a timeframe agreed to by the responsible authority, a landscape plan to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided.

The plan must show:

- A landscape layout which includes the description of vegetation to be planted, the surfaces to be constructed, a site works specification and the method of preparing, draining, watering and maintaining the landscape area
 - Landscaping of various heights that creates a suitable screening of the site from the north and south sides of the allotment.
 - A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, and common names of each plant. Preference is given for local native species.
5. Before the use/occupation of the development starts or by such later date as is approved by the responsible authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the responsible authority.
 6. The landscaping shown on the endorsed plans must be maintained to the satisfaction of the responsible authority, including that any dead, diseased or damaged plants are to be replaced.
 7. Finished floor levels of the building (including multi-purpose room, kitchen, turnout areas, offices, workshop, stores, ICT, laundry, drying and BA rooms) must be constructed no lower than 109.63 metres Australian Height Datum (AHD).

Prior to the issue of an Occupancy Permit, an as constructed finished floor level plan must be submitted to Wimmera CMA to demonstrate that the floor levels have been constructed in accordance with Wimmera CMA requirements.
 8. Finished floor levels of the motor room and external store must be constructed no lower than 109.33 metres Australian Height Datum (AHD).

Prior to the issue of an Occupancy Permit, an as constructed finished floor level plan must be submitted to Wimmera CMA to demonstrate that the floor levels have been constructed in accordance with Wimmera CMA requirements.
 9. Before construction works start associated with the provision of access ways, car parking and drainage detailed engineering plans to the satisfaction of the relevant authority must be submitted to and approved by the responsible authority. The plans

must be drawn to scale with dimensions. The plans must show the following minimum details:

- Access ways and car parking areas standard of construction and surfaced with an all-weather seal coat and treated;
- Culverts and access way dimensions to the standard as specified by the responsible authority;
- Line-marked to indicate each car space and all access lanes;
- Signage design, elevations and locations. All signage is to be located to the satisfaction of the responsible authority;
- Measures taken to prevent damage to fences or landscaped areas of adjoining properties and to prevent direct vehicle access to an adjoining road other than by a vehicle crossing;
- Provision of signage directing drivers to the area(s) set aside for car parking. Such signs are to be located and maintained to the satisfaction of the Responsible Authority. This sign must not exceed 0.3 square meters.

10. Before any of the development starts a properly prepared drainage discharge plan with computations to the satisfaction of the responsible authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and a minimum of three copies must be provided. The information submitted must show the details listed in the council's Infrastructure Design Manual and be designed in accordance with the requirements of that manual.

The information and plan must include:

- details of how the works on the land are to be drained and/or retarded, proposed finished ground levels.
- computations including total energy line and hydraulic grade line for the existing and proposed drainage as directed by Responsible Authority
- underground pipe drains conveying stormwater to the legal point of discharge for each allotment.
- measures to enhance stormwater discharge quality from the site and protect downstream waterways Including the expected discharge quality emanating from the development (output from MUSIC or similar) and design calculation summaries of the treatment elements;
- a maximum discharge rate from the site is to be determined by computation to the satisfaction of Council.
- the details of the incorporation of water sensitive urban design designed in accordance with the "Urban Stormwater Best Practice Environmental Management Guidelines" 1999.

11. Before the use begins and/or the building is occupied, the applicant or owner must construct road works, drainage and other civil works, in accordance with plans and specifications approved by the responsible.
12. Any fill proposed to be moved onto the site must be free from contamination and other matter. All fill is to be to the satisfaction of the responsible authority.
13. Appropriate measures must be implemented throughout the construction stage of the development to rectify and/or minimise mud, crushed rock or other debris being carried onto public roads or footpaths from the subject land, to the satisfaction of the responsible authority.
14. Soil erosion control measures must be employed throughout the construction stage of the development to the satisfaction of the responsible authority.
15. Any contaminated soils or products removed from the site must be disposed of in accordance with the relevant State Environmental Protection polices and to the satisfaction of the responsible authority.
16. The applicant must ensure that dust suppression is undertaken in the form of constant water spraying or other natural based proprietary dust suppressant to ensure that dust caused by vehicles moving within the site does not cause a nuisance to surrounding properties to the satisfaction of the responsible authority.
17. Any new or otherwise vehicular entrances to the subject land from the road shall be constructed at a location and of a size and standard satisfactory to the responsible authority. The vehicle crossing must be constructed at the applicant's expense to provide ingress and egress to the site to the satisfaction of the responsible authority.
18. Car spaces, access lanes and driveways must be kept available for these purposes at all times.
19. Before the use begins and/or the building is occupied all stormwater and surface water discharging from the site, buildings and works must be retained on site or conveyed to the legal point of discharge drains to the satisfaction of the responsible authority. No effluent or polluted water of any type will be allowed to enter the stormwater drainage system.
20. A road opening/crossing permit must be obtained from the responsible authority prior to the carrying out of any vehicle crossing works.
21. Before the development starts or works commences, the owner/developer must submit to the responsible authority a written report and photos of any prior damage to public infrastructure. Listed in the report must be the condition of kerb & channel, footpath, seal, street lights, signs and other public infrastructure fronting the property and abutting at least two properties either side of the development. Unless identified with the written report, any damage to infrastructure post construction will be attributed to the development. The owner or developer of the subject land must pay for any damage caused to the Councils assets/Public infrastructure caused as a result of the development or use permitted by this permit.
22. This permit will expire if one of the following circumstances applies:
 - the development is not started within two years of the date of this permit.

- the development is not completed within four years of the date of this permit.

The responsible authority may extend the periods referred to if a request is made in writing before the permit expires, or within six month.

NOTE:

- It is your responsibility to ensure all other authorisations are obtained prior to any works commencing. This may include Building, Engineering and Local Laws Permits. You are also required to abide by any State and Federal Legislation in relation to your approved proposal.

Planning Report

Warracknabeal - New Fire Station

Leonard Lawrence Architect on Behalf of CFA- June 2021



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1 Introduction

1.1 Purpose

This report has been prepared to accompany a planning permit application to Yarriambiak Shire Council.

The application is for the development and use of an Emergency Services Facility (the Warracknabeal Fire Station) with associated vehicle access, car parking and landscape work.

To support this application, this report addresses:

- The Site and Surrounds;
- Statutory Planning Controls;
- The Proposed Warracknabeal Fire Station;
- An Assessment of the proposal; and
- Submission.

1.2 Supporting Documentation

The following documentation accompanies this application:

- This Planning report;
- The online Application Form;
- Certificate of Title for the land;
- Features and Levels Land Survey;
- Site, floor, and elevations of the proposed buildings including landscape plan.

1.3 Background

CFA continually reviews current and long-term needs of all communities that it serves. Many factors including, community growth patterns, development trends, traffic planning and infrastructure are taken into consideration in determining the number, type and most appropriate locations of CFA fire stations to best serve these needs.

The CFA's Warracknabeal Fire Brigade have been serving the Warracknabeal and surrounding area for approximately 50 years. The current fire station located at 51 Devereux St, Warracknabeal VIC 3393 no longer meets the needs of the Brigade nor CFA. But an upgrade of the current fire station is not viable due to site constraints. The CFA have acquired a new site at 31-35 Jamouneau Street, Warracknabeal and propose to construct a new modified Urban Fire Station to current CFA standards which will support current service delivery needs. Following the completion and commissioning of the new Warracknabeal Fire Station the old station site will be decommissioned and disposed.

The CFA have scheduled the new fire station to be operational by July 2022.

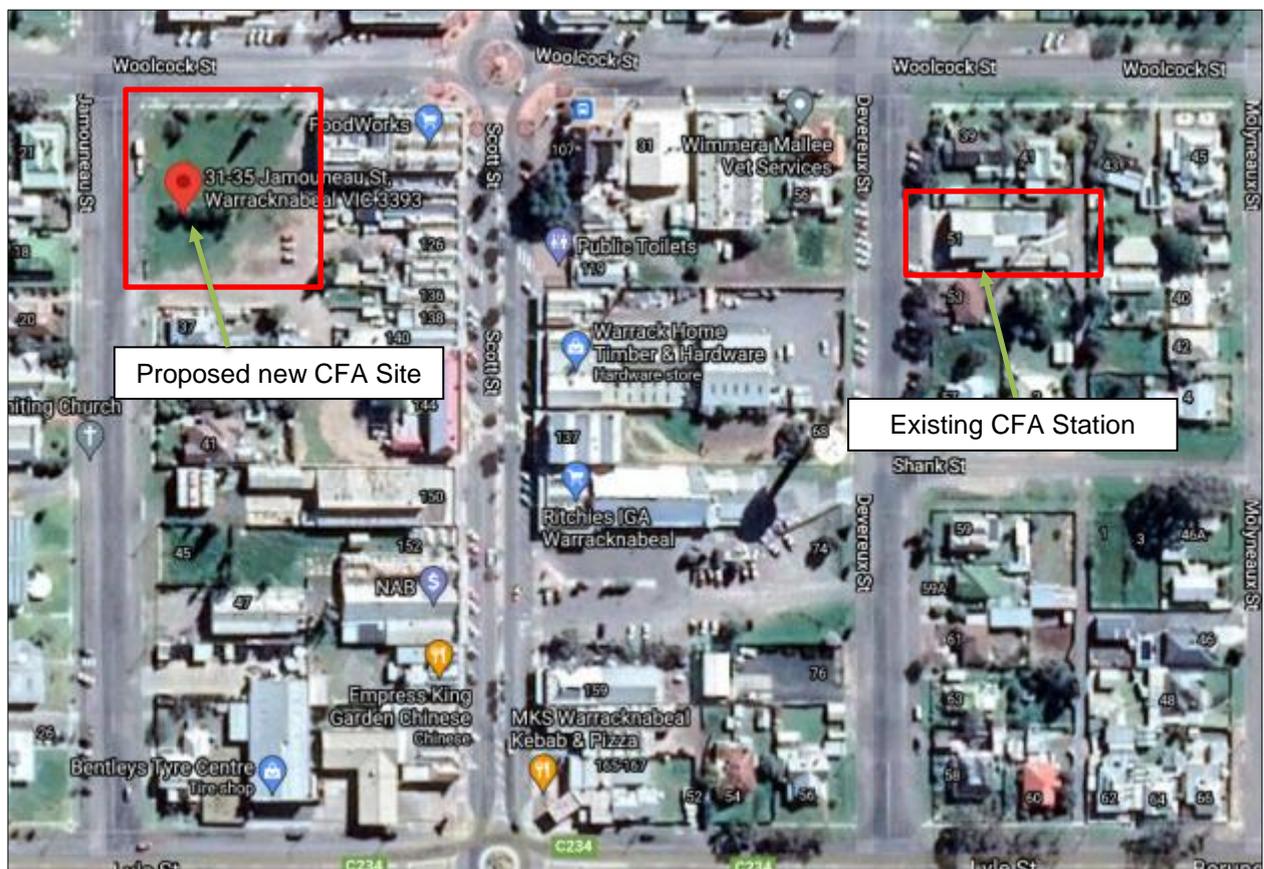
2 Site & Surrounds

2.1 The Site

The site is located at 31-35 Jamouneau Street, Warracknabeal. It is formally described as:

Parish:	Werrigar
Township:	Warracknabeal
Section:	2
Volume:	11886
Folio:	591
Address:	31-35 Jamouneau Street, Warracknabeal, 3393
SPI (Standard Parcel Identifier):	1\PC377176U
Local Government (Council):	Yarriambiak Shire Council

Image 1: Aerial View of Site



The subject site is located on the Eastern side of Jamouneau Street, Warracknabeal, approximately 300m west of the existing fire station located at 51 Devereux Street, Warracknabeal.

The proposed Fire Station will be located on the corner of Jamouneau Street and Woolcock Street which provides greater access to the road network to services the Warracknabeal Community and surrounding suburbs.

Image 1 above provides an aerial view of the subject site and surrounds and notes the location of the existing Warracknabeal fire station.

The site has a frontage to Jamouneau Street of 67.05m and Woolcock Street of 50.29, is approximately 3372m² in size.

The site is relatively flat with a slight, approximate, 400mm rise to the south eastern corner, it is clear of all substantial vegetation, and is currently unused vacant land.

The surrounding land use is mixed, with commercial uses to the east and south east with residential properties on the south boundary and on the opposite side of Jamouneau Street to the west. On the opposite side of Woolcock Street to the north are commercial shop fronts.

2.2 Vegetation

Within the subject site, there are 17 planted trees and 5 planted trees in the road reserve adjacent to Woolcock Street,

The remainder of the site is grassed area.

2.3 Views of the site

Image 2: View of site looking east from Jamouneau Street



Image 3: View of site looking south from Woolcock Street.



3 Statutory Planning Controls

3.1 Planning Zone

The Yarriambiak Shire Council Planning Scheme has the site within a Commercial 1 Zone (C1Z) and in a General Residential Zone – Schedule 1 (GRZ1)

The proposed “Emergency Services Facility”; i.e. fire station is a discretionary use, thus a planning permit is required for its development and use.

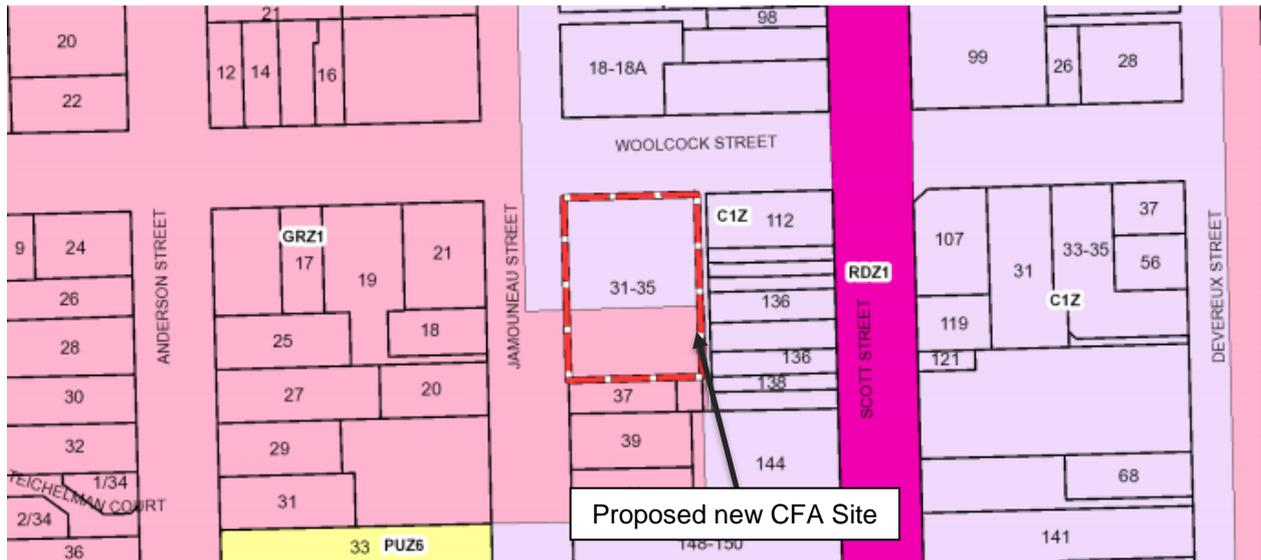


Image 4: Planning zones surrounding site

3.2 Planning Overlays

The majority of the site is within a Land Subject to Inundation Overlay (LSIO) in the Yarriambiak Council Planning Scheme.

The consultants have been notified about this overlay and the following items have been identified as requirements for this project.

- The perimeter boundary fence is to be designed to ensure flood water is to be free flowing and does not become captured on the site or around the property
- All electrical and data points are to be set a minimum of 300mm above the finished floor level
- The floor level for the main building is to be set 300mm above the nominated flood level.



Image 5: Land Subject to Inundation Overlay surrounding site

There is also a Heritage Overlay (HO68, HO65) in the vicinity of the proposed Fire Station but does not directly affect the property.



Image 6: Heritage Overlay surrounding site

The property is not in a designated bushfire prone area and it is noted no special bushfire construction requirements will apply.



Image 4: Designated Bushfire Prone Area surrounding site

4 The Proposed Warracknabeal Fire Station

4.1 Siting

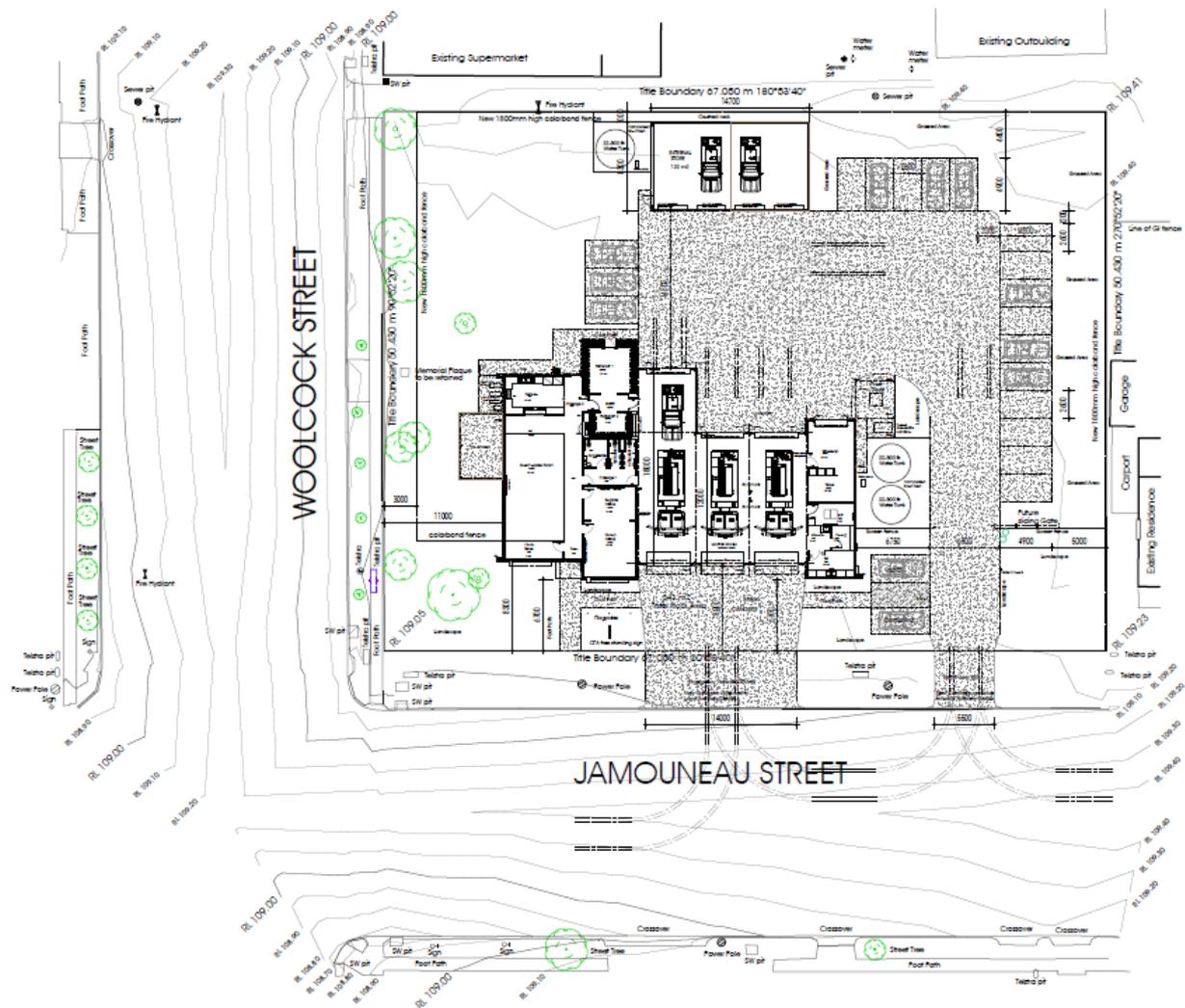
The building is orientated to face Jamouneau Street and is sited almost centrally on the Jamouneau Street Frontage.

There are two crossovers to Jamouneau Street, one for the appliance exit only, the other for returning appliances and for passenger vehicles either arriving at or leaving the station.

The Motor-Room wing, housing the emergency appliance vehicles, is located centrally to the fire station, with Turnout Rooms, Multipurpose room, Kitchen, Offices and Ablutions to the North and Workshop, Store, BA Maintenance Room, ICT Room, Laundry and Drying Room to the South.

At the rear of the station, a further external store shed will be located 1m off the eastern boundary central to the site, constructed during this project.

Image 5: Site Plan showing location of proposed fire station



4.2 Vehicular access and parking

There are two new vehicle crossings, which will be constructed to council requirements, which will provide direct access to Jamouneau Street.

Along the driveway and rear of the station twenty onsite small vehicles parking bays will be constructed comprising of nineteen car spaces and one accessible car space to be utilized by brigade members and visitors to the station.

A concrete apron will be provided to the front of the motor room to allow Fire Appliance Vehicles to exit the station without impacting on entering vehicles.

The driveways, car spaces, aprons and rear concrete area are to be of formed reinforced concrete construction.

As Woolcock Street and Jamouneau Street are established roads which have been constructed to support through traffic and the Fire Station is being located from Devereux Street the traffic generated by the fire station activity will have no significant impact on safety, capacity or amenity.

The Fire Station Aprons have been located strategically to ensure there are clear lines of sight available for all traffic movements.

4.3 Buildings

The main building of the Fire Station comprises of three main elements; centrally, is the Motor-Room wing, the Amenities Wing to the North and the Workshop and Maintenance Areas to the South.

The development is based on the CFA's Urban Fire Station with modifications. It will comprise:

- In the Amenities wing:
 - A Group Office
 - A Brigade Office
 - A Chair Storage Room
 - A Multipurpose Room
 - A Kitchen with Servery
 - Two Turn-Out Rooms
 - An Ambulant Female WC, an Ambulant Male WC and a Unisex Accessible WC.
- In the Motor-Room wing:
 - A 3-bay drive-through Motor-Room, one with an extended bay to the rear of the station; and
 - Communications facilities.
- In the eastern wing:
 - A Workshop for work benches
 - A Storage area
 - A Communications Room
 - A Laundry for Personal Protective Equipment
 - A Drying room for Personal Protective Equipment
 - A Breathing Apparatus (BA) Store and Maintenance Room
- Two 22,500 litre rain water storage tank.
- A rear garage / workshop / store.

The largest element is the 3-bay Motor-Room. It is a simple skillion roof construction from front to rear. The amenities and eastern wings will take a similar form but with a smaller mass. All of these components will be clad with Colourbond steel cladding with a face brickwork dado and reflect the typical semi-Urban building form.

The future rear shed will have a pitched roof front to rear and be clad in Colourbond steel.

The cladding is typical within the CFA's pallet of colours for urban fire stations. This proposed treatment offers both a standardised design for fire stations, enabling uniformity and easily recognisable facilities, whilst providing a non-reflective surfaced structure that is complementary with the surrounding environment.

4.4 Collected storm water and drainage

Water collected from rainfall on the roof will be directed to the rainwater tanks. This will be reticulated for use within the fire station within toilets, as well as providing water supply to external taps to enable watering of the landscaped area.

The storm water collected in the tanks has the ability to be used for training purposes for the brigade.

Excess roof rainwater and stormwater from pavements will be discharged to a legal point of discharge on the site.

4.5 Vegetation and landscaping

The proposal is to provide landscaping and planting in the immediate vicinity of the fire station, whilst leaving the balance of the site in its natural grass. The landscaping will enhance the fire station and the Brigade members will maintain the landscaped areas and balance of site.

Typically, indigenous species of plants will be used. Young but appropriately sized stock will be planted to encourage growth. During the establishment period Brigade members shall monitor and water the plants.

Young plants will be protected with stakes and tubes if necessary. There is no need to protect the plants from stock but they will be monitored for attack by pests. Dying or dead stock will be replaced.

The existing site contains seventeen planted native trees, while the street reserve contains five planted trees.

To enable the siting of the station, eight trees on the site are required to be removed through the centre of the site.

A Landscape Architect is currently preparing Landscape drawings.

4.6 Brigade activities

The Warracknabeal Fire Brigade has an overall membership of 93 members with approximately 29 of these members being active Fire Fighters. The Brigade provides fire-fighting and emergency services within the Warracknabeal area as well as providing secondary support to surrounding areas when and if required. The brigade is also active during the Fire Danger Period providing support, crew and appliances during Strike Teams and Campaign Fires.

The brigade was called out 45 times last year in both primary and support roles.

Emergency alerts are activated via a system of pager notifications to notify the active CFA brigade personnel. The message appears on the pagers which notify the members of the nature, required response and the location of the emergency.

Apart from emergency call-outs Brigade members attend regular week night training sessions followed by an informal meeting held in the multipurpose room.

The brigade attends the station on weekends to perform cleaning and maintenance of the station and operational checks of the equipment and appliances.

Approximately once a month a brigade wide meeting will be held in the evening on a night designated by the brigade.

4.7 Equipment maintenance

Maintenance of equipment and hose drying / testing typically occurs during daylight hours.

Servicing and mechanical repairs of fire-fighting appliances will be performed off-site.

5 Assessment

5.1 Land use

The relatively small size of the site and its zoning, limits its uses, whereas a fire station (Emergency Services Facility) not only satisfies the zoning provisions but is a good use for this size site. There are no sensitive land use interfaces preventing the development and use of a fire station.

The location of the site provides a high degree of local and regional accessibility via Jamouneau Road.

The fire station will provide an essential emergency service within proximity to the local community. It will strengthen the resilience of the local community to fires and emergencies, by providing the upgrade and improvement of this essential service.

5.2 Amenity

The fire station has been designed to respect the character and amenity of the area. Its massing and appearance will be in keeping with other urban buildings.

It is submitted that the fire station will not be detrimental to but will in fact enhance the surrounding area.

5.3 Access and car parking

For vehicle and pedestrian safety, the motor room is to be constructed as drive through bays limiting truck manoeuvring within the carpark. The proposed number of parking spaces is appropriate to satisfy the Brigades emergency call outs, and if necessary there is sufficient area to meet any future increase in demand.

6 Submission

The CFA has prepared this report in support of the application for the development and use of a new emergency services facility (fire station). It is submitted that the fire station should be approved for the following reasons:

- The fire station will continue to provide an essential emergency service to the local and regional community;
- The development and use of the fire station satisfies the requirements of the State and Local Planning Policy Framework of the Planning Scheme;
- The fire station has a design consistent with other urban developments in the area;
- There will be no adverse effect on the amenity of the surrounding area,
- Adequate vehicle parking is provided on site; and
- There will be no adverse effect on the local environment or ecology.

Objection to Planning Permit Application

Name: [REDACTED]

Address: 120a-122 Scott St, Warracknabeal

Telephone Number: Rob [REDACTED]
Katelyn [REDACTED]

The Application:

The permit application number: TP33-21

Permit Application: Leonard Lawrence Architect

What is Proposed: Use and development of land, through building works, for an Emergency Services Building (CFA Fire Station), associated infrastructure and earthworks.

The reasons for our objection:

As the owners and business operators of 122 Scott street Warracknabeal (Café Peppercorn) we are in support of the new CFA fire shed being built on this allotment, however we have a few concerns with the current plans.

1. The size of the laneway/easement from Woolcock street to Scott street particularly the width. This laneway acts as a delivery point to the businesses on Scott street who receive multiple deliveries a day by different size delivery vehicles including heavy rigid trucks carrying pallets to their businesses. Trucks have poor access at the Scott street crossover because of the pedestrian crossing, carparks and traffic island that does not allow for good access because of the restricted turning circle of trucks. Also the size of the laneway as it appears on the plans would not allow for a truck to turn around to be able to enter/exit from Woolcock Street meaning they would have to reverse out increasing the risk to pedestrians and oncoming traffic due to poor visibility. The Woolcock street crossover exit/entry point is often blocked by delivery trucks to the Foodworks Supermarket limiting at times this crossovers availability. Trucks exiting at Foodworks we see as a hazard due to visibility because of the tall Foodworks building. Trucks currently use the track on the south side of the allotment to exit the back of the businesses. When businesses in Scott street receive deliveries this laneway will be blocked to other vehicles, if trucks are unable to make deliveries to the back of these businesses the only access is the front of the businesses, which will block the main street (Scott street) while trucks unload.
2. Currently there are about five cars that park along the laneway/allotment, as the laneway easement would not allow for this, these cars will have to take up customer car parks on Woolcock or Scott Street.
3. Another area the shire will have to consider is waste disposable for the Scott street businesses. Currently these businesses use Jamouneau street for Rubbish and recycle transfer, there is around 18 bins. Its not possible for businesses to cart bins through their shops for hygienic reasons, the only option would be to wheel them to one end of the lane easement and take up customer carparks in Woolcock street and/or Scott street (which are normally full when bins go out at the end of business) to ensure being emptied. The current laneway easement does not appear to allow for

the garbage truck to fit down if businesses were to have their bins emptied at the back of their properties.

The changes that could be made to the proposal that would address our concern:

1. We believe having the south side track made into a road easement would help with these issues because it would give trucks a safe exit point on to Jamouneau Street.
2. Widen the laneway easement from Woolcock street on the east side of the proposed fire station site to a width that a heavy rigid truck can safely drive down.
3. Creating a no standing zone at the Woolcock St crossover next to food works to keep this entry clear as well as create a place for bins to get collected.

Adam Moar

From: [REDACTED]
Sent: Monday, 8 November 2021 9:42 AM
To: Jessie Holmes; info
Subject: CFA Planning

Some people who received this message don't often get email from kathryncamilleri4@gmail.com. [Learn why this is important](#)

Dear Jessie and Planning Department,

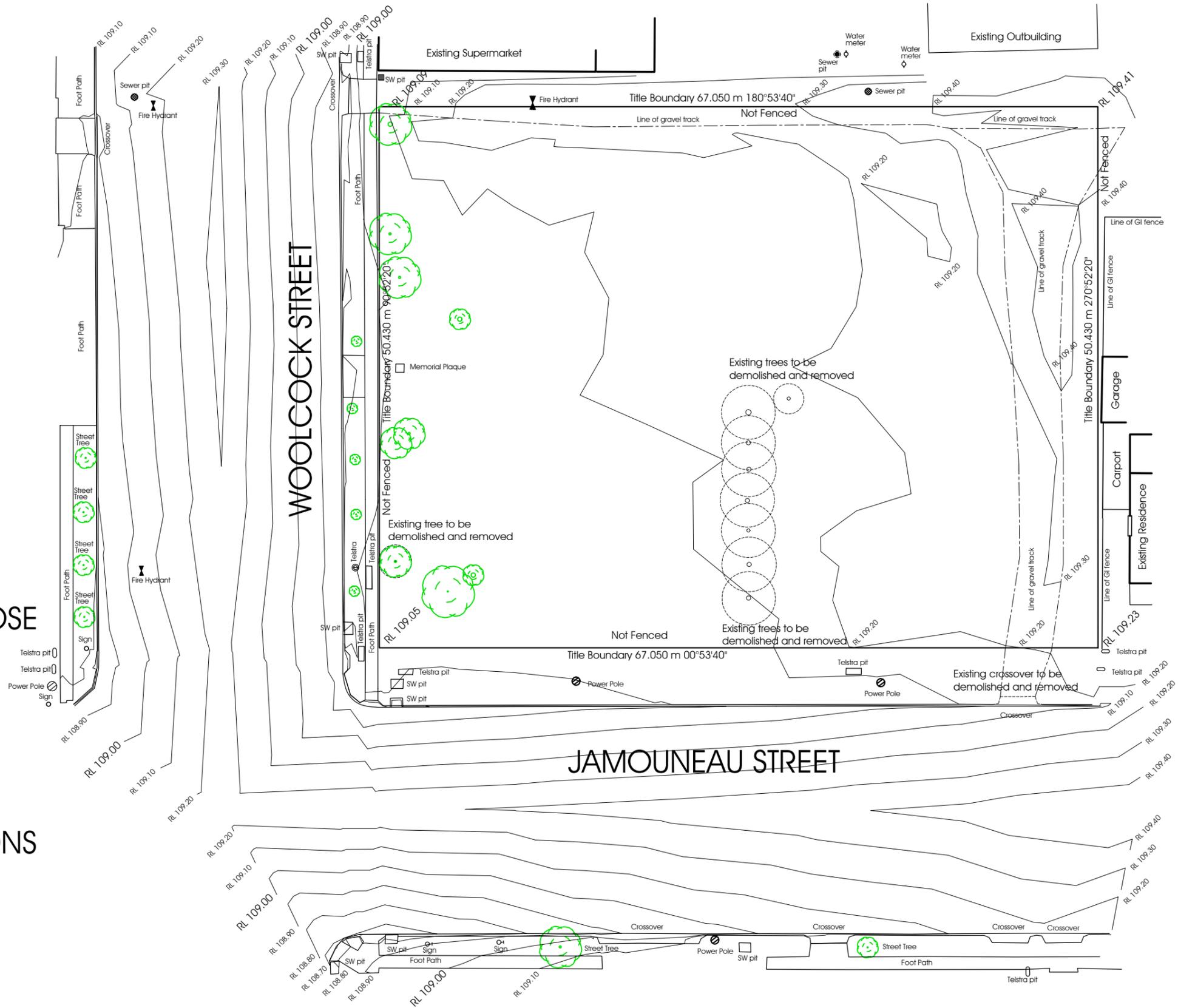
I may have missed the cut off date for the planning proposal for the new CFA development. I have been made aware over the weekend of the size of the CFA site (I presumed that the site would sit on the site as it stands with the 3 entrances remaining). I did not realize that the access lane behind the main street servicing the cafe, opshop, butcher, the pub and our own property will be reduced to three meters which will be hardly enough room to get the delivery trucks through. This lane has a high amount of traffic with delivery trucks and shop staff and patrons to the pub all accessing these lanes on a regular basis.

My second concern is around safe entry and exit from the lane. with the proposed removal of the lane from Jamouneau St, which provides the safest and clearest view of approaching traffic. leaving only the entry and exits on Scott street beside the pub and Wollcock St behind food works both intersections have serious issues around visibility, they are a danger to pedestrians and would be difficult to maneuver trucks through in a safe manner. Ideally it would be great to keep the Jamouneau St lane. However widening the woolcock/ scott st lane to accommodate trucks with ease, really is a must.

Yours sincerely

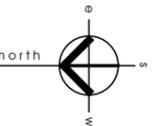
[REDACTED]

CONCEPT SKETCH
DISCUSSION PURPOSE
ONLY



EXISTING CONDITIONS
LOCALITY PLAN

Scale 1 : 200 at A1
Scale 1 : 400 at A3



PRELIMINARY ISSUE

Rev	Date	Item	Prepared by
1		Preliminary Issue	

COUNTRY FIRE AUTHORITY
4 LAKESIDE DRIVE, BURWOOD
ph (03) 9262 8348 fax (03) 9262 8358



WARRACKNABEAL FIRE STATION
31-35 JAMOUNEAU STREET
WARRACKNABEAL

Leonard Lawrence
Architect

No 3 IXIA CLOSE
HOPPERS CROSSING, 3029
leonard.l@bigpond.com
Mobile 0414 719 587 Reg 14036

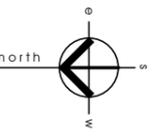
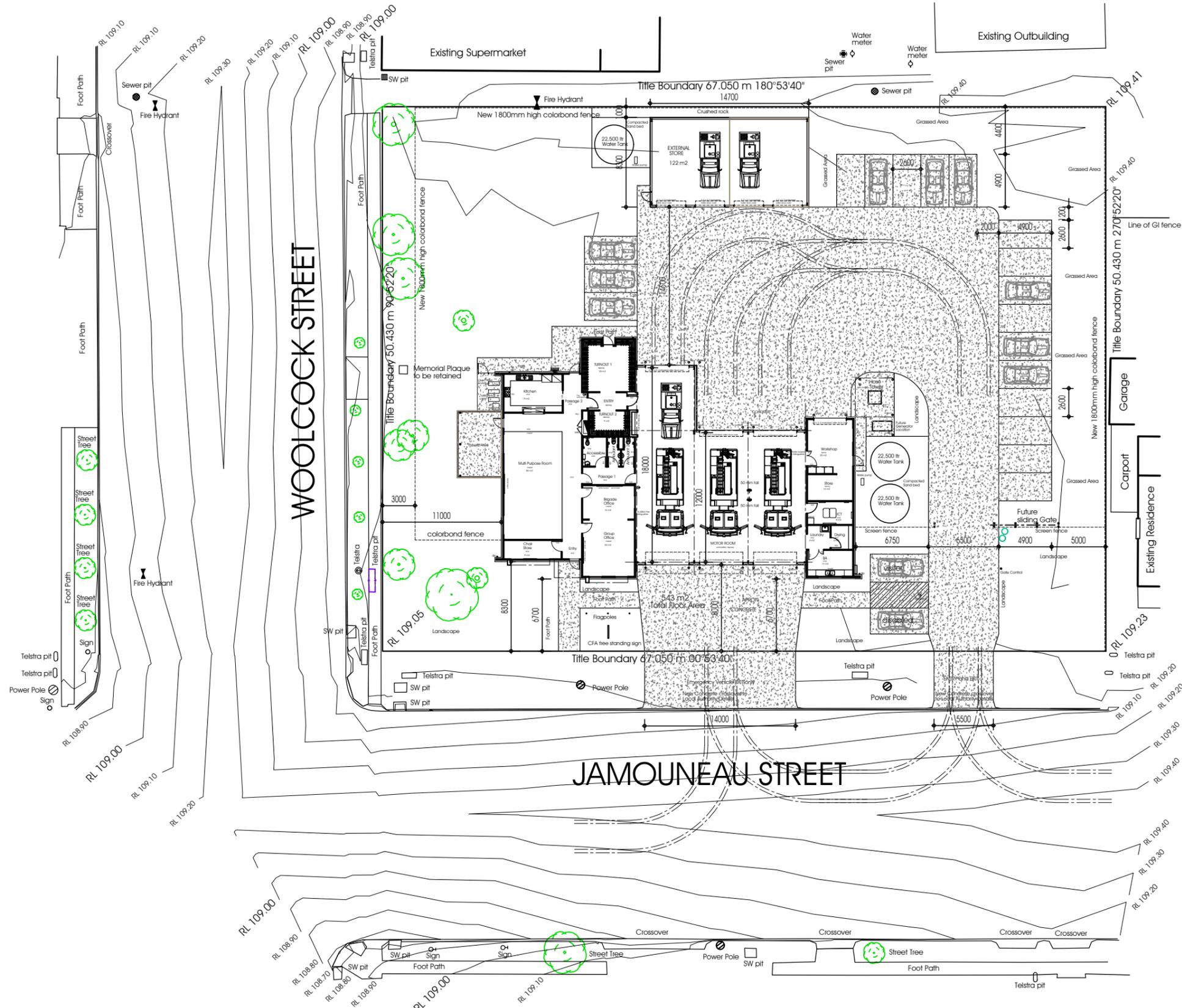
EXISTING CONDITIONS
LOCALITY PLAN

IP01-P4 2007

as noted MAY 2011 LL

SITE PLAN LOCALITY PLAN

Scale 1 : 200 at A1
Scale 1 : 400 at A3



PRELIMINARY ISSUE

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1			Preliminary Issue

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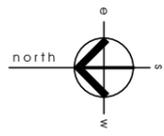
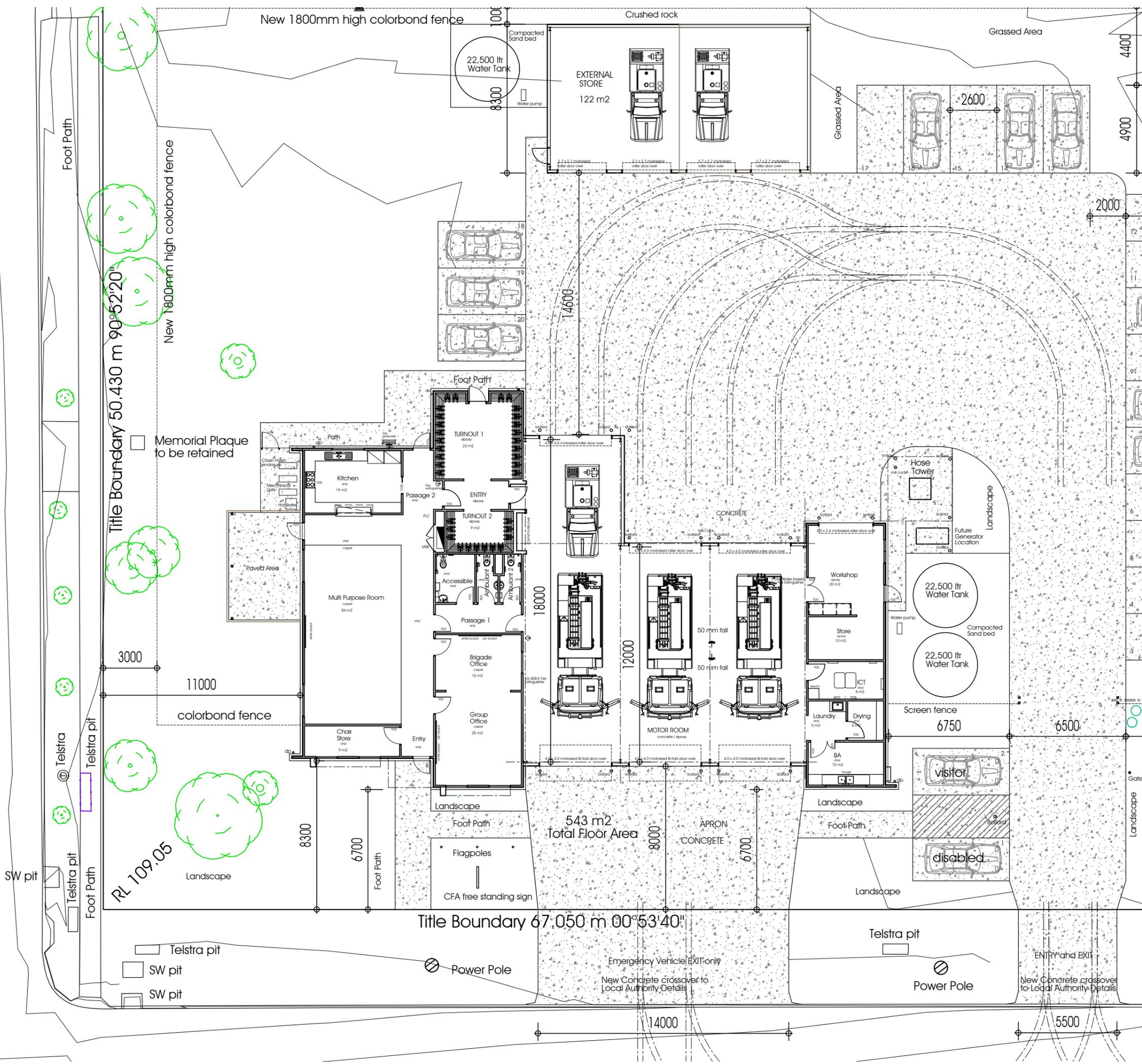
SITE PLAN
LOCALITY PLAN

TPO2-P4 2007
as noted MAY 2011 LL

WOOLCOCK STREET

PART SITE PLAN FLOOR PLAN

Scale 1 : 100 at A1
Scale 1 : 200 at A3



PRELIMINARY ISSUE

Rev	Date	Item	Description
1			Preliminary Issue

COUNTRY FIRE AUTHORITY
4 LAKESIDE DRIVE, BURWOOD
ph (03) 9262 8348 fax (03) 9262 8358



WARRACKNABEAL FIRE STATION
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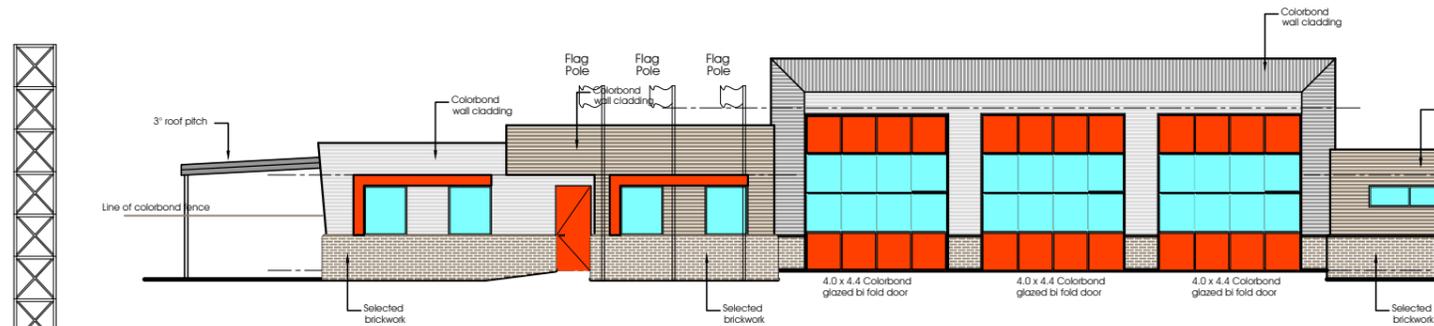
PART SITE PLAN FLOOR PLAN	2007
TPO3-P3	LL

EXTERNAL COLOUR SCHEDULE

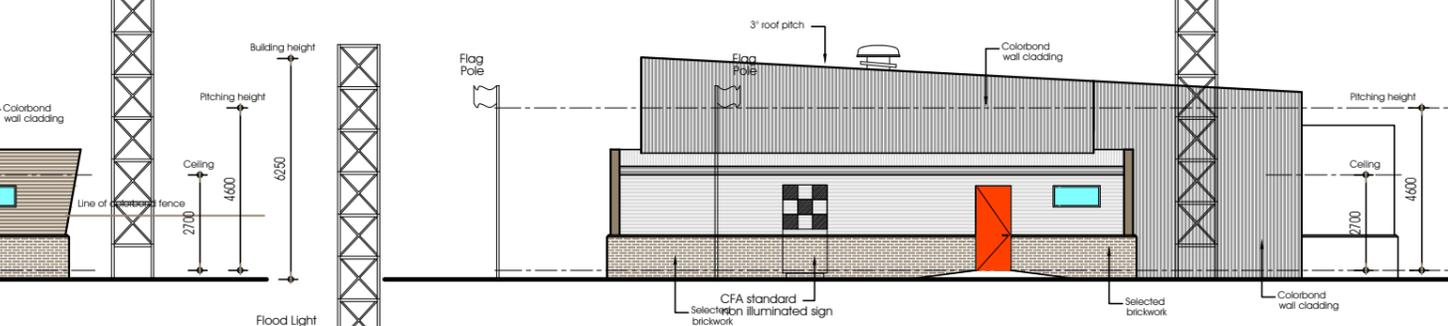
Roof Cladding	Colorbond Surfmist
Motor Room Cladding	Colorbond Jasper
Motor Room Cladding	Colorbond Surfmist
Amenities Cladding	Colorbond Dune
Amenities Cladding	Colorbond Surfmist
Amenities Brick work	Selkirk Whitsunday Orpheus
Fascia, Fascia gutter	Colorbond Jasper
Windows	To match Dune
External Doors	Colorbond Manor Red
Bi Fold Doors	Colorbond Manor Red
Roller Doors	Colorbond Dune
Posts	To match Jasper
Entry Canopy	Colorbond Dune
Fence	Colorbond Dune

STORE COLOUR SCHEDULE

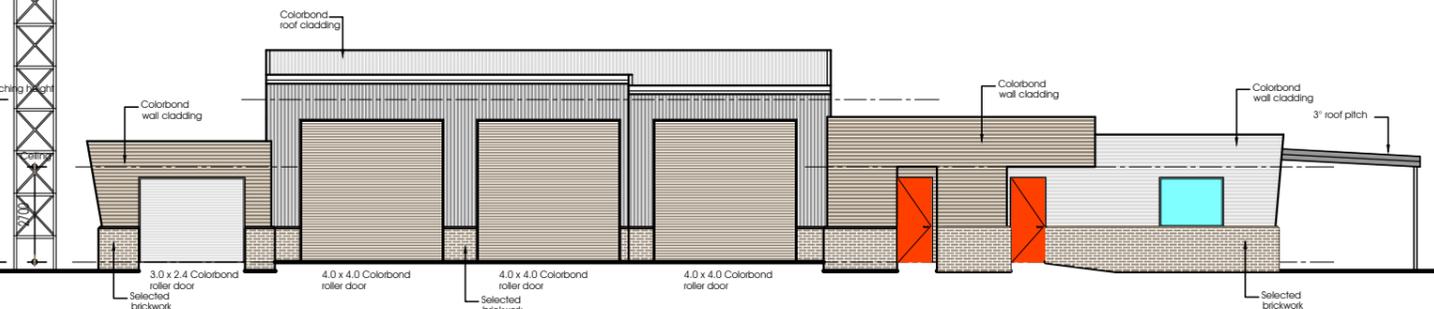
Roof Cladding	Colorbond Surfmist
Wall Cladding	Colorbond Jasper
Fascia & Gutter	Colorbond Jasper
Roller Doors	Colorbond Dune
External Door	Colorbond Manor Red



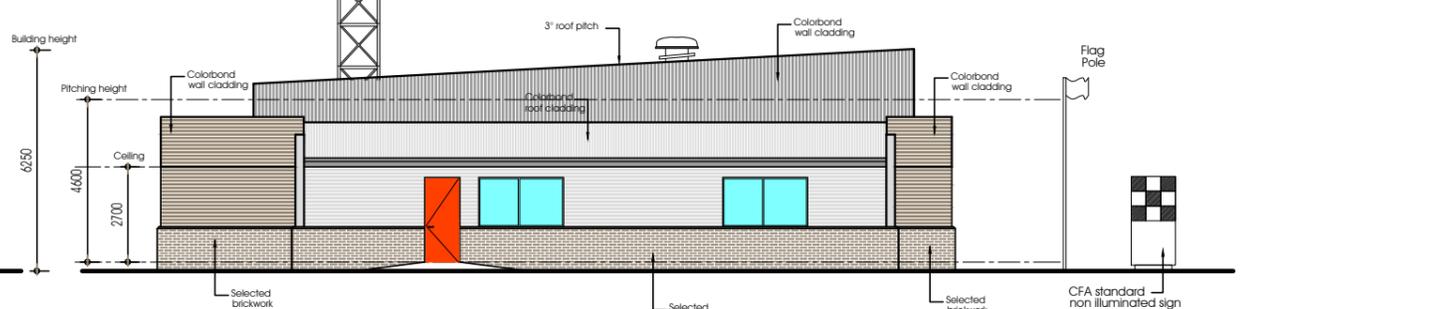
JAMOUNEAU STREET ELEVATION
WEST ELEVATION



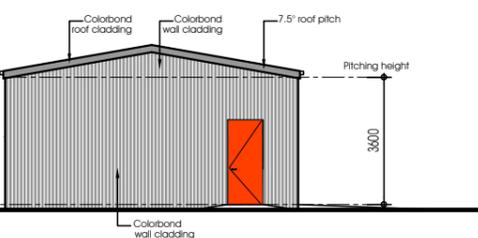
SOUTH ELEVATION



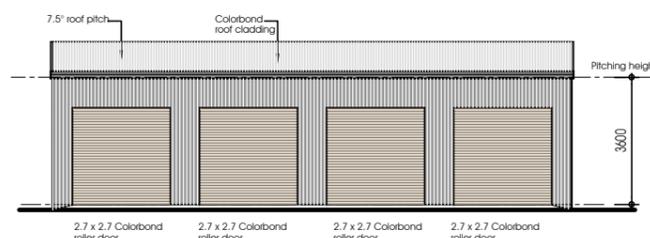
EAST ELEVATION



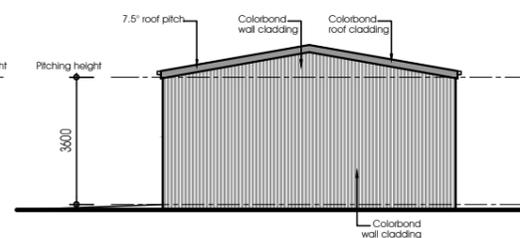
WOOLCOCK STREET ELEVATION
NORTH ELEVATION



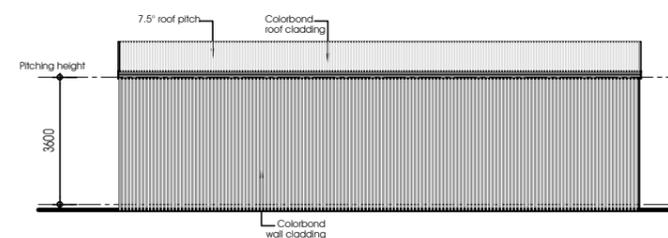
EXTERNAL SHED
NORTH ELEVATION



EXTERNAL SHED
WEST ELEVATION



EXTERNAL SHED
SOUTH ELEVATION



EXTERNAL SHED
EAST ELEVATION

ELEVATION

Scale 1 : 100 at A1
Scale 1 : 200 at A3

PRELIMINARY ISSUE

Rev	Date	Item	Prepared by
1		Preliminary Issue	

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ELEVATIONS
STORE ELEVATIONS

TPO4-P4 2007

as noted MAY 2011 LL

14.4 Speed Reduction requests to Regional Roads Victoria

Prepared by Pradip Bhujel, Asset Engineer

SUMMARY

Council received community requests for speed reduction in several towns throughout the municipality as part of the community consultation process earlier this year. Two of the proposals from that list are being presented, to gain Council support, to enable Council officers to lodge the applications as per the new guidelines via the Department of Transport.

The location for speed reduction requests are summarised in the list below.

Henty Highway, Warracknabeal – section between Gardiner Street and Bowman Street – current speed limit 80km/h, new proposed speed limit 60km/h

1. Main Street, Minyip – section between Mill Street and McLeod Street – current speed 60km/h, new proposed speed limit 50km/h

RECOMMENDATION

That Council:

Support the speed change proposal for the Henty Highway, Warracknabeal being 80km/h back to 60km/h between Bowmen Street and Gardner Street.

Support the speed change proposal for Main Street Minyip being 60km/h back to 50km/h between Mill Street and McLeod Street.

Recommendation altered

That Council:

Support the speed change proposal for Main Street Minyip being 60km/h back to 50km/h between Mill Street and McLeod Street.

Seek further community consultation in relation to the speed change proposal for the Henty Highway, Warracknabeal being 80km/h back to 60km/h between Bowmen Street and Gardner Street.

Moved Cr K Kirk Seconded Cr C Heintze

That the altered recommendation be adopted

Carried

ATTACHMENTS

Nil

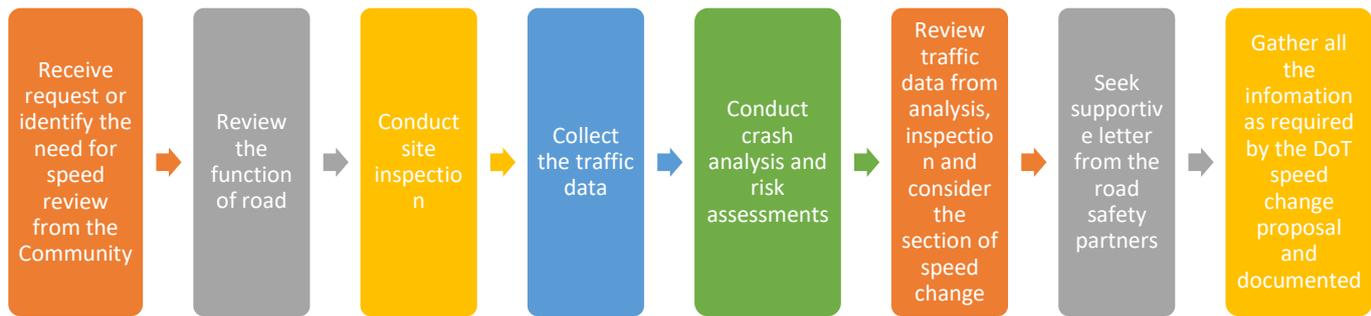
DISCUSSION

Road safety in the Yarriambiack community is a significant focus and the review of speed limits is a key factor in maintaining high road safety requirements between all types of road users for providing more attractive and livable environments.

The speed change proposal is developed based on *TEM Vol 3 Part 211 Speed Zoning Guidelines 2017* supports the Safe System Approach to enhance the safety of roads and the roadside environment for all users.

The following steps are carried out while preparing the speed change proposal.

MINUTES	Ordinary Meeting of Council
Issue Date: 24 November 2021	



A number of factors and criteria were considered when determining what speed limit might be appropriate for the selected segments at Henty Highway, Warracknabel and Main Street, Minyip.

1. Road and road environment
2. Abutting development
3. Nature and level of road user activity
4. Crash record
5. Vulnerable road users
6. Existing operating speed
7. Speed limits on adjacent road sections

Depending upon the distance traveled or the length of section of the proposed speed change, the changed journey times are eliminated, as there is a minor effect for the overall long distance travel times.

Regardless, safety and livability are all important considerations when changes are made to speed limits.

All Council road segment applications that are lodged for lowering speed limits, get processed and approved by Regional Roads Victoria (RRV), who is the responsible authority. Once the proposal is submitted, approved and signed off by the RRV & the DoT. Council will then review the feedback from the department and inform the community of any approval or disapproval result as part of the community engagement process. If approved, new speed limits signs are replaced and operated by RRV.

In aggregate terms, the revised speed limits will reduce road trauma and increase the safety of road users.

RELEVANT LAW

Section 10 of the Local Government Act, which provides that subject to any limitations or restrictions imposed by the Act or any other Act, Council has the power to do all things necessary or convenient to be done in connection with the performance of its role.

COUNCIL PLANS AND POLICIES

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

Objective 1: Good Governance

Objective 2: A Planned Future

RELATED COUNCIL DECISIONS

None

OPTIONS

1. *Accept the speed change proposals and submit to the regional DoT traffic engineer*
2. *Refuse to support the speed change proposal and support the existing speed limits*

SUSTAINABILITY IMPLICATIONS

Economic - No impact.

Social - Safer to the community

Environmental – Not applicable

Climate change – Not applicable

Financial – There may be a financial impact while conducting community engagement.

COMMUNITY ENGAGEMENT

Council carried out Community Consultation sessions in Warracknabeal and Minyip earlier this year. The community stated concerns at these meetings that included the speed of traffic and the amount of traffic which is moving along the two above mentioned routes of Henty Highway Warracknabeal, and Main Street, Minyip. Their main concerns were the traffic movements along the proposed routes.

The community felt it was only a matter of time before there will be a fatality and feel that a speed reduction would reduce the likelihood of that occurring. Further, the number of truck movements, the size of the trucks, and the existing speed limit were contributing factors from the community.

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 q) Introduce a new policy, program, and/or service; or r) 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

Assess the risk for the decision.

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	The setting of speed limits reduces risks to road users of sustaining fatal and serious injuries	Reduces Residual Risk Level
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low	Higher speed reduces the time available to avoid a collision and leads to higher impact and consequently more severe injuries. Lowering the vehicle speeds can increase the reaction time and significantly decrease crash risk.	Reduces Residual Risk Level
Corporate Governance, Compliance and Liability Risk - Residual Risk Level Low	Driving at the lower speed limit is desirable on roads where there is a high volume of pedestrian activities, shopping centres, land uses abutting, and no control crossing points.	Reduces Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Not applicable

CONFLICTS OF INTEREST

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

15 REPORTS FOR DECISION – DIRECTORATE COMMUNITY DEVELOPMENT AND WELLBEING

Community Health Responsibilities	Community and Economic Development Responsibilities
<ul style="list-style-type: none"> 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 October 2021

RECOMMENDATION

That Council:

Note the permits issued by Council between 1 October 2021 and 31 October 2021.

Moved Cr G Massey Seconded Cr K Kirk

That the recommendation be adopted

Carried

Reference No	Name / Location	Description	Date of Issue
Local Laws Permits			
Firewood collection Permits			
	Warracknabeal	Roadside Firewood	4/10/2021
	Hopetoun	Roadside Firewood	15/10/2021
	Murtoa	Roadside Firewood	20/10/2021
	Hopetoun	Roadside Firewood	15/10/2021

15.2 Reallocation of Round 3 Drought Community Programme funding

Prepared by Gavin Blinman, Director Community Development & Wellbeing

SUMMARY

Round 3 of the Drought Community Programme is approaching acquittal stage and the Woomelang Project cannot meet the budgeted allocation so this report recommends a reallocation of the funds.

RECOMMENDATION

That Council approves a reallocation of the Round 3 Drought Community Programme of \$120,000 from Woomelang Opportunity Shop to the Warracknabeal Livestock Exchange Fire Design construction and a replacement Ramp.

Moved Cr T Hamilton Seconded Cr C Heintze

That the recommendation be adopted

Carried

ATTACHMENTS

Nil

DISCUSSION

A third round of Drought Community Program funding was released for eligible Councils including Yarriambiack. The funding was for an additional one million dollars for community projects which were to be acquitted by December 30, 2020 and have since been extended to March 30, 2022 to account for delays due to the Covid 19 Pandemic.

At the February 2020 Ordinary Council Meeting, the one-million-dollar allocation was awarded to the following projects:

Beulah various Community Projects	Mower, powered sites, fire service	\$105,000.00
Brim various Community Projects	Paving at bowling and streetscape	\$ 25,000.00
Hopetoun Power House	Powerhouse to accommodation	\$180,000.00
Lascelles caravan park	Upgrades	\$ 30,000.00
Minyip Progress Association	Minyip Fuel Container	\$101,000.00
Murtoa various Community projects	Concordia, pool, Lake Marma	\$99,000.00
Patchewollock	Entrance and playground	\$ 65,000.00
eRup	Internal fit out	\$ 90,000.00
Tempy Rec Res	Shade and cricket pitch	\$ 30,000.00
Warracknabeal stadium	Gym and stadium upgrades	\$ 72,000.00
Warracknabeal Toilet/Infor centre	Designs undertaken for new facilities	\$ 25,000.00

Woomelang Op Shop	New op shop	\$120,000.00
Yaapeet Camping	Install an accommodation cabin	\$ 75,000.00

In 2020, a tender was released for the design and construction of the Woomelang Op Shop and a successful contractor was selected. Prior to contract signing it was revealed that the contractor did not have the necessary qualifications to construct a commercial premise.

The project was re-scoped and designed and put out to tender for a second time with two tenders received, of which both were \$180,000 above the budgeted amount.

The decision was taken to not proceed with the construction of the Woomelang Op Shop and an alternate location was pursued.

As a result, there is \$120,000 of unexpended DCP funding and it is recommended that Council reallocate the funds to the Warracknabeal Livestock Exchange Fire Design Implementation and a second automatic ramp.

Woomelang Community have held discussions about the use of \$120,000 for alternate projects throughout the 21/22 and 22/23 financial years including a synthetic green, fit out of the alternate op shop site and installation of the historical society wagon at the public park.

RELEVANT LAW

Section 9 of the Local Government Act 2020 is that Council decisions are to be made and actions taken in accordance with the relevant law.

COUNCIL PLANS AND POLICIES

The Yarriambiack Council Plan 2021-2025 sets out a vibrant economy and a healthy, inclusive community.

RELATED COUNCIL DECISIONS

February 2020 Ordinary Council Meeting allocated the one million of DCP Round 3 to 3 communities across multiple projects.

OPTIONS

1. Council look to award the tender to construct the Woomelang Opportunity Shop for the price of \$295,000 and reduce the capital works expenditure across roads to fund the shortfall.
2. Council allocated the \$120,000 to an alternate project than the WRLE fire design and ramp.

SUSTAINABILITY IMPLICATIONS

Council is required to be fiscally responsible in its role, the original allocation of \$120,000 for the Woomelang Op Shop was found to be significantly under the market price of the build when the tender was assessed.

Council needs to acquit the DCP Round 3 funding by March 2022 and the WRLE project is shovel ready and a Building and OHS requirement for the site to continue to operate.

COMMUNITY ENGAGEMENT

The original allocation of funds was determined at a community meeting held in December 2019. Consultation with the Woomelang Op Shop Committee has taken place since early 2020 and the CEO met with the committee members on the 28th October 2021 to discuss the situation and budget constraints on the project. The CEO advised the committee that the recommendation to Council would be to not progress the project and reallocate the funds.

The Woomelang community is seeking assurances from the Council that the overall funds of \$120,000 would not be lost to the Woomelang community as a result of the project not progressing.

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 s) Introduce a new policy, program and/or service; or t) 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 Description and Residual Risk Level	Risk and	Action to Mitigate/Reduce Risk	Does Action maintain or reduce Residual Risk Level
Financial Risk - Residual Risk Level Medium		That there is an underspend of DCP funds. The funds be reallocated to a shovel ready project.	Reduces Residual Risk Level
Reputational Risk - Residual Risk Level Low		That the Woomelang community are disappointed with the project deliverables being unmet. Open engagement with the committee and continued commitment to Community Action Plan.	Maintains Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Nil

CONFLICTS OF INTEREST

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

15.3 Commercial Lease for 18 Cromie Street, Rupanyup

Prepared by Gavin Blinman, Director Community Development & Wellbeing

SUMMARY

For several years Emmett Motors has leased the property owned by Council at 18 Cromie Street Rupanyup, however they no longer require the land and a new lease has been advertised to the community.

RECOMMENDATION

That Council lease 18 Cromie Street to Tyler's Hardware and Rural Supplies for a sum of \$2,600 per annum.

Moved Cr T Hamilton Seconded Cr C Heintze

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Lease Agreement 18 Cromie Street, Rupanyup](#)

DISCUSSION

18 Cromie St Rupanyup was previously leased to an Agricultural dealership for storage of parts and machinery, however they have consolidated on to one site and the lease has not be renewed.

As identified at the 22 September 2021 Ordinary Council meeting, the site has a number of limitations including the zone and environmental contaminants from its precious use as a depot which limit the uses that can be undertaken and prevent the sale of the block without significant remediation and the excision of he public amenities block.

As a result of the 22 September 2021 Ordinary Council meeting decision, the block was publicly advertised for four weeks throughout October 2021 to attract any interested local business that may want to use the land as storage.

One application was received from Tylers Hardware and Rural Supplies for the purpose of leasing the land for storage at the valuation price of \$2,600 per annum.

The retail lease has been negotiated as attached subject to the removal of partial buildings at the cost to Council as per the Asbestos register.

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 22 September 2021 to advertise an Expression of Interest for the site and 28 July 2021 Lease for Lascelles Street Hopetoun Gateway BEET.

OPTIONS

Not enter into a lease for the use of the site for storage.

MINUTES	Ordinary Meeting of Council
Issue Date: 24 November 2021	

SUSTAINABILITY IMPLICATIONS

The site is surplus to Council requirements and provides for minimal opportunities for use. The lease for storage allows for the use the site and provides storage for a local business.

The costs associated with remediating the site and entering into a subdivision would be cost prohibitive. The lease allows for a small income to be derived from a lowrisk activity without compromising on the environmental status of the land.

COMMUNITY ENGAGEMENT

An Expression of Interest Lease option was advertised as required under the *Local Government Act 2020* via social media and locally circulating newspapers.

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 u) Introduce a new policy, program and/or service; or v) 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

Assess the risk for the decision.

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	Long term lese may recover some costs to council	Maintains Residual Risk Level
Reputational Risk - Residual Risk Level Low	Council; supporting locally employing business	Reduces Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Local Government Act 2020

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: 24 November 2021	

WORKING DRAFT AS AT 15 March 2021

**Standard Form Lease 2021 –
Building Lease
Retail/Commercial**

YARRIAMBIACK SHIRE COUNCIL

and

Tylers Hardware and Rural Supplies

LEASE WHOLE OF PROPERTY AND SHEDS

Premises 18 Cromie st, Rupanyup 3388, Victoria

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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")

RECITALS

- A The Landlord is the registered proprietor of the Premises.
- B [##] The Landlord aims to:
 - maximise the use of community assets and maximise community benefit arising from the use of community assets, including the Premises; and
 - ensure that community assets, including the Premises, are appropriately and responsibly managed, in consideration of the environment, community impact and involvement, and the overall wellbeing of the community.
- C The Landlord has agreed to lease the Premises to the Tenant on the terms and conditions set out in this lease.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this lease, unless the contrary intention appears:

- 1.1 "**Act**" means the *Retail Leases Act 2003* (Vic);
- 1.2 "**Authorised Officer**" in the case of either party means a person appointed by that party to act on its behalf under this lease.
- 1.3 "**Building**" means any building in which the Premises is located, including the Landlord's Property.
- 1.4 "**Business Day**" means any day (other than a Saturday or a Sunday) on which banks are open for general banking business in Victoria.
- 1.5 "**Commencement Date**" means the date set out in item 3 of Schedule 1.
- 1.6 "**Common Areas**" means those parts of the Building or Land which are made available by the Landlord for the common use of or access by all occupiers of the Building or Land, including the Landlord, as marked on the plan in Schedule 2 (if any).
- 1.7 "**CPI**" means:
 - 1.7.1 the Consumer Price Index (All Groups) Melbourne; or

- 1.7.2 if that index is suspended or discontinued and another index is substituted by the Australian Statistician, that index; or
- 1.7.3 if there is no index under the preceding paragraph, the general inflation rate in Victoria as used by the Victorian treasury for the relevant period.
- 1.8 "**Default Event**" has the meaning given to it in clause 21.1.
- 1.9 "**Disclosure Statement**" means a statement prepared by the Landlord in accordance with the Act.
- 1.10 "**Essential Safety Measures**" means essential safety measures as defined in the Regulations and that are within the Premises or Land.
- 1.11 "**Expiry Date**" means the last day of the Term and is the date set out in item 4 of Schedule 1.
- 1.12 "**GST**" means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.
- 1.13 "**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.14 "**Information Brochure**" means the Information Brochure published by the Small Business Commission.
- 1.15 "**Input Tax Credit**", in relation to a Taxable Supply, means a credit under the GST Act for the GST payable by the recipient in respect of the Taxable Supply.
- 1.16 "**Land**" means the land described in item 8 of Schedule 1.
- 1.17 "**Landlord's Property**" means anything in the Premises at any time during the Term which is not the Tenant's Property, including the items listed in Schedule 4 (if any).
- 1.18 "**Lettable Area**" means the area calculated in accordance with the appropriate method of measurement published as at the Commencement Date by the Property Council of Australia for that type of premises.
- 1.19 "**Outgoings**" means any of the following expenses incurred in respect of the Land, the Building, or the Premises:
- 1.19.1 all rates, assessments, levies and other charges imposed by any relevant authorities;
- 1.19.2 all taxes (including land tax on the basis that the Land is the only land owned by the Landlord) but excluding the Landlord's income tax and capital gains tax;
- 1.19.3 the costs of maintenance and repairs, and of carrying out works required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the Landlord from its insurer);
- 1.19.4 the costs associated with the inspection, installation, supply, maintenance, repair and servicing of Essential Safety Measures at the Premises, in the Landlord's Property and in the Tenant's Property; and

1.19.5 any other expenditure reasonably and properly incurred by the Landlord for the benefit of the Tenant or the Premises,

excluding expenses whose recovery from the Tenant would be contrary to the Act or other applicable legislation.

- 1.20 "**Permitted Use**" means the use described in item 6 of Schedule 1.
- 1.21 "**PPSA**" means the *Personal Property Securities Act 2009* (Cth.).
- 1.22 "**Premises**" means the premises described in item 7 of Schedule 1 and includes the Landlord's Property within the Premises.
- 1.23 "**Regulations**" means the *Building Regulations 2018* (Vic.) and any amendment to or replacement of those regulations.
- 1.24 "**Rent**" means the amount specified in item 9 of Schedule 1, and as revised in accordance with this lease.
- 1.25 "**Rent Review Date**" means each of the dates specified in item 11 of Schedule 1.
- 1.26 "**Review Period**" means the review period following each Rent Review Date until the next Rent Review Date or until the end of this lease.
- 1.27 "**Security Deposit**" means the deposit to be paid by the Tenant to the Landlord pursuant to clause 9 being the amount set out in item 12 of Schedule 1.
- 1.28 "**Small Business Commission**" means the Small Business Commission established under section 4 of the *Small Business Commission Act 2017* (Vic).
- 1.29 "**Start Of The Lease**" means the first day of the Term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
- 1.30 "**Tax Invoice**", in relation to a Taxable Supply, means an invoice for the Taxable Supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the Taxable Supply.
- 1.31 "**Taxable Supply**" means a taxable supply within the meaning of the GST Act.
- 1.32 "**Tenant**" means the person or persons set out in item 1 of Schedule 1 and includes the Tenant's personal representatives, successors and permitted assignees.
- 1.33 "**Tenant's Agents**" means the members, employees, agents, contractors, customers, invitees and tenants of the Tenant.
- 1.34 "**Tenant's Property**" means everything on the Premises at any time during the Term belonging to the Tenant, including the items listed in Schedule 3 (if any).
- 1.35 "**Tenant's Proportion**" means the Tenant's share of the Outgoings which is calculated in accordance with item 13 of Schedule 1.
- 1.36 "**Term**" means the duration of this lease as set out in item 5 of Schedule 1.

2 LEASE

2.1 Lease of Premises

The Landlord leases the Premises to the Tenant. This lease is subject to:

- 2.1.1 the terms contained in this lease;
- 2.1.2 the Landlord giving notice of its intention to grant this lease pursuant to section 190 of the *Local Government Act 1989* and resolving to enter into the lease pursuant to section 223 of that Act (if applicable), or giving notice under section 115 of the *Local Government Act 2020 (Vic)* and subsequently resolving to enter into this lease, as the case may be;
- 2.1.3 any special conditions in item 19 of Schedule 1;
- 2.1.4 all encumbrances affecting the Premises; and
- 2.1.5 the right of the Landlord to:
 - (a) run water, air, electricity, sewage, gas and other substances through the Premises;
 - (b) install, maintain, use, repair, alter and replace the pipes, wires, ducts and cables leading through or around the Premises; and
 - (c) determine all areas of access to and from the Premises.

2.2 Term of lease

The Term of this lease begins on the Commencement Date and ends on the Expiry Date.

3 USE OF COMMON AREAS

The Landlord grants the Tenant a licence to use the Common Areas together with the Landlord, other occupants of the Building or Land and any other persons permitted by the Landlord to use the Building or Land throughout the Term.

4 PAYMENTS BY TENANT

4.1 Rent

The Tenant must pay the Rent without any deduction, counterclaim or set-off:

- 4.1.1 to the Landlord at the Landlord's address specified in this lease, or as the Landlord directs; and
- 4.1.2 in the manner set out in item 10 of Schedule 1.

4.2 Outgoings and Insurance

The Tenant must:

- 4.2.1 pay direct to the relevant authority (as and when they fall due for payment) or reimburse the Landlord (within 7 days of demand) the Tenant's Proportion of all Outgoings; and

4.2.2 if required by the Landlord, pay or reimburse the Landlord upon demand for all insurance premiums and other charges and excesses in connection with public risk insurance policies taken out by the Landlord for the amounts which the Landlord reasonably thinks are appropriate in connection with the Premises and this lease; and

4.2.3 if required by the Landlord, pay or reimburse the Landlord upon demand for all insurance premiums and other charges and excesses in connection with building insurance policies (if any) taken out by the Landlord for the amounts which the Landlord reasonably thinks are appropriate in connection with the Premises.

4.3 Services

4.3.1 The Tenant must pay, as and when they fall due, all assessments, levies, charges and consumption costs, and any other costs for:

- (a) electricity, gas, water and telecommunications services; and
- (b) air conditioning and ventilation systems, cleaning, pest control, waste collection, lighting, landscaping and garden maintenance and security services

that are supplied to or for the Premises, or which are for the benefit of the Premises or Common Areas, and that are not otherwise payable by the Tenant under this Lease.

4.3.2 If required by the Landlord, the Tenant must install and pay for a separate meter for recording or measuring any of the services referred to in clause 4.3.1(a).

4.3.3 If any of the services referred to in clause 4.3.1 are not capable of separate assessment in relation to the Premises (and a separate meter is not installed pursuant to clause 4.3.2), the Tenant must pay the proportion that the Lettable Area of the Premises bears to the Lettable Area of the Building or Land upon which the services are assessed or to which the services are supplied.

5 RENT REVIEW

5.1 Market Review

If item 11 of Schedule 1 provides for a market review of Rent on any Rent Review Date, the following provisions will apply:

5.1.1 The Landlord may initiate a review of Rent by giving the Tenant a written notice stating the rent which it considers to be the current open market rent for the Premises ("**Landlord's notice**").

5.1.2 If the Tenant disagrees with the proposed rent, the Tenant must give the Landlord a written notice ("**Tenant's notice**") objecting to the proposed rent within 21 days of the date of the Landlord's notice. Time will be of the essence for the delivery of the Tenant's notice.

5.1.3 If the Tenant does not serve the Tenant's notice on the Landlord, the proposed rent as set out in the Landlord's notice will be the Rent for the next Review Period.

- 5.1.4 If the Tenant serves the Tenant's notice within the prescribed time and the parties cannot agree on the rent for the next Review Period, it shall be determined by a valuer who:
- (a) is a full member of not less than 5 years' standing of the Australian Property Institute - Victorian Division ("**API**");
 - (b) is qualified as a valuer of premises similar to the Premises; and
 - (c) if the Act applies to this lease, has any other qualifications as required under the Act.
- 5.1.5 If the parties cannot agree upon a valuer within 21 days after the date of the Tenant's notice:
- (a) If the Act applies to this lease, either party may request the Small Business Commission to appoint a valuer who meets the criteria in clause 5.1.4 to determine the current open market rent of the Premises; or
 - (b) if the Act does not apply to this lease, either party may request the President of the Australian Property Institute, Victorian Division, to appoint a valuer who meets the criteria in clause 5.1.4 to determine the current open market rent of the Premises.
- 5.1.6 Until the rent is determined by the valuer, the Tenant must continue to pay the Rent payable just before the relevant Rent Review Date.
- 5.1.7 In determining the current open market rent of the Premises, the valuer must:
- (a) act as an expert and not as an arbitrator;
 - (b) assume the parties have acted knowledgeably, prudently and without compulsion;
 - (c) assume there is a willing landlord and a willing tenant in an arm's length transaction;
 - (d) consider all submissions made by the parties provided the submissions are made within 21 days of the valuer being appointed;
 - (e) assume that the parties have complied with their respective obligations under this lease;
 - (f) assume that the Premises are fit for immediate occupation and use;
 - (g) assume that the Premises are vacant and available to be leased on the same conditions as this lease;
 - (h) ignore any poor condition of the Premises which has resulted from a breach of this lease by the Tenant;

- (i) determine the current open market rent of the Premises and give reasons for it in writing as soon as possible after the end of the 21 days allowed for submissions by the parties; and
- (j) take into account, all other relevant factors, matters or variables used in proper land valuation practices.

5.1.8 If for any reason no determination has been made by the valuer within 45 days of the valuer being appointed, then either party may immediately request:

- (a) if the Act applies to this lease, the Small Business Commission to appoint a replacement valuer who meets the criteria in clause 5.1.4; or
- (b) if the Act does not apply to this lease, the President of the Australian Property Institute, Victorian Division, to appoint a replacement valuer who meets the criteria in clause 5.1.4.

The provisions of this clause will then apply to the determination by the replacement valuer.

5.1.9 The valuer's decision is final and binds the parties.

5.1.10 Within 7 days of being informed of the valuer's determination, the parties must make any necessary adjustments to the Rent.

5.1.11 The valuer's costs and disbursements must be borne by the parties equally.

5.1.12 If the Act does not apply to this lease, then despite any other provision in this lease, the Rent payable as varied under this clause 5.1 must not be less than the Rent payable immediately before the relevant Rent Review Date.

5.2 Percentage Increase

If item 11 of Schedule 1 provides for a percentage increase of Rent on any Rent Review Date, then the Rent (being the amount of Rent payable by the Tenant immediately before the Rent Review Date) shall be increased on the relevant Rent Review Date by the percentage specified in item 11.

5.3 CPI Review

If item 11 of Schedule 1 provides for a CPI review the Rent for the next Review Period will be calculated in accordance with the following formula:

$$A = B \times \frac{C}{D}$$

where: A is the Rent for the next Review Period;

B is the annual Rent paid by the Tenant just prior to the relevant Rent Review Date;

C is the CPI last published before the relevant Rent Review Date; and

D is the CPI last published at least 12 months before the relevant Rent Review Date.

5.4 Time of Review

Any delay in making a rent review does not prevent the review from taking place and being effective from the relevant Rent Review Date.

6 GST

6.1 Interpretation

The consideration payable by any party under this lease is the GST exclusive amount of the Taxable Supply for which payment is to be made.

6.2 GST exclusive amounts

Subject to clause 6.4, if a party makes a Taxable Supply in connection with this lease for a consideration, then the party liable to pay for the Taxable Supply must also pay, at the same time and in the same manner as the consideration is otherwise payable, the amount of any GST payable in respect of the Taxable Supply.

6.3 Maximum amount to be paid

Where this lease requires a party (the "**first party**") to pay, reimburse or contribute to an amount paid or payable by the other party (the "**other party**") in respect of an acquisition from, or a transaction with a third party for which the other party is entitled to claim an Input Tax Credit, the amount for payment, reimbursement or contribution will be the GST exclusive value of the acquisition by the other party plus any GST payable in respect of the other party's recovery from the first party.

6.4 Tax invoice to be given

A party's right to payment under clause 6.2 is subject to a Tax Invoice being delivered to the party liable to pay for the Taxable Supply.

7 LEGAL AND OTHER COSTS

7.1 Costs incurred by Landlord

The Tenant must pay or reimburse the Landlord on request all reasonable costs (including legal costs and disbursements) incurred by the Landlord in connection with:

- 7.1.1 any assignment (or proposed assignment) of this lease, or any subletting or licence (or any proposed subletting or licence) of the Premises;
- 7.1.2 any approval, variation, mortgage, charge or surrender concerning this lease including costs payable to a person appointed to evaluate or supervise any matter;
- 7.1.3 any breach of this lease by the Tenant; and
- 7.1.4 the exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, by the Landlord of any rights or remedies under this lease.

7.2 Other costs

Anything the Tenant is required to do under this lease must be done at the Tenant's cost.

8 INTEREST ON OVERDUE MONEY

If the Tenant is late in paying the Landlord any money payable by it under this lease, the Tenant must pay interest on that money from the due date for payment until the money is paid in full. The rate of interest is the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983*.

9 SECURITY DEPOSIT

9.1 Tenant to provide

The Tenant must pay the Security Deposit to the Landlord and must maintain the deposit at that amount, such deposit to be held by the Landlord in an interest-bearing account.

9.2 Use of security deposit

The Landlord may use the Security Deposit (including any accrued interest) to make good the cost of remedying breaches of the Tenant's obligations under this lease.

9.3 Refund at end of lease

After this lease has ended and the Tenant has vacated the Premises, if there is no unremedied breach of this lease by the Tenant in respect of which the Landlord may draw upon all or part of the Security Deposit, the Landlord must refund the unused part of the Security Deposit within 30 days of the Tenant having complied with all obligations under this lease.

10 USE OF PREMISES

The Tenant must:

- 10.1 use the Premises for the Permitted Use (and for no other use);
- 10.2 not use the Premises for any illegal purpose or activity;
- 10.3 not use the Premises as a residence or allow anyone to sleep in the Premises;
- 10.4 not conduct any auction sale or public meeting in or around the Premises;
- 10.5 not prepare or cook food in the Premises other than in the areas which have been provided or approved by the Landlord for that purpose;
- 10.6 not apply for a liquor licence without first obtaining the Landlord's consent, and must not permit the sale of any alcohol at the Premises unless the Tenant holds a liquor licence;
- 10.7 not burn rubbish at the Premises or in the Building;
- 10.8 not use any lavatories, grease traps, drains or other sanitary facilities for any purpose other than that for which they were designed;

- 10.9 not bring, allow or permit any animal or pet on the Premises other than guide dogs, except if the Landlord gives prior consent;
- 10.10 not do anything which is or may be a nuisance or annoyance to the Landlord, any occupants of the Building, any owners or occupants of premises adjacent to the Premises or the Building, or members of the public;
- 10.11 not obstruct or interfere with the Landlord's or any other occupier's use of the Common Areas;
- 10.12 at its own expense, apply for and keep in force all licences and permits necessary for the Tenant to use the Premises for the Permitted Use;
- 10.13 take all precautions required by law against fire and comply with all regulations and directions of any authority in relation to fire prevention;
- 10.14 not without the Landlord's prior written consent, store or use any dangerous, toxic, explosive or inflammable substances at the Premises or in the Building;
- 10.15 at its own expense, comply on time with all laws, notices, orders, legal requirements and requirements of any authority concerning the Premises and this lease, or the use and occupation of the Premises (except where applicable legislation makes such compliance the Landlord's responsibility). Without limiting this clause, an authority includes any person, body or corporation (whether government, statutory or non-statutory) that has authority over the Premises or the Tenant's use of the Premises;
- 10.16 not install or use any form of heating, cooling, ventilation or air-conditioning in the Premises which is not approved beforehand by the Landlord in writing;
- 10.17 not, without the Landlord's prior written approval, bring onto or remove from the Premises any object or equipment which is likely, in the opinion of the Landlord, to cause damage to the Premises, the Landlord's Property or any services or Essential Safety Measures. The Tenant must comply with any instructions given by the Landlord with respect to the installation, use or removal of any object or equipment for which the Landlord has given the Tenant approval to bring onto or remove from the Premises under this clause;
- 10.18 comply with the following requirements in relation to any outdoor area (including any outdoor playing area) which forms part of the Premises:
 - 10.18.1 not bring any soil, sand, or tan bark or similar product onto the Premises unless approved in advance by the Landlord;
 - 10.18.2 not plant any vegetable gardens at the Premises other than in separate planter boxes or pots;
 - 10.18.3 not allow any digging at the Premises without the Landlord's written approval;
- 10.19 not cause the Common Areas to be left in an untidy or unclean condition;
- 10.20 comply with any Building rules in force from time to time that are notified in writing by the Landlord to the Tenant; and

- 10.21 comply with all reasonable requests or directions given by any Authorised Officer of the Landlord that the Authorised Officer considers necessary or desirable for the safety, care or cleanliness of the Premises or areas near the Premises.

11 SECURITY

11.1 Tenant to protect Premises

- 11.1.1 The Tenant must use its best efforts to protect and keep safe the Premises and the Landlord's Property from theft and vandalism. This includes keeping all fences, gates, doors, windows and openings closed and securely fastened when the Premises are not in use.
- 11.1.2 The Tenant must, at its own cost, install and maintain a security alarm for the Premises if required by the Landlord. The Tenant must provide the Landlord with all relevant codes for the security alarm upon installation, and whenever the codes are updated.

11.2 Keys and Security Cards

- 11.2.1 The Landlord will provide the Tenant with keys for the Premises and passes giving access to the Premises (where applicable). The Tenant must maintain a current list of those persons retaining keys or passes for the Premises and provide the Landlord with this list at the commencement of the lease and whenever the list is amended.
- 11.2.2 The Tenant must not change the locks at the Premises without the Landlord's approval

12 LICENCES

- 12.1 The Tenant must obtain the prior written consent of the Landlord before applying for any licence, permit or consent for the Premises or the Tenant's use of the Premises.
- 12.2 If the Tenant obtains any licence, permit or consent pursuant to clause 12.1, the Tenant must immediately provide a copy of such licence, permit or consent to the Landlord.

13 TENANT'S OBLIGATIONS CONCERNING INSURANCE

13.1 Tenant to maintain insurance

The Tenant must take out and maintain insurance for:

- 13.1.1 public liability in the name of the Tenant, and noting the interest of the Landlord, for an amount of not less than the amount set out in item 14 of Schedule 1 in respect of any single occurrence. This policy must indemnify the Landlord against all claims of any kind arising from any act, omission or neglect by the Tenant or any of the Tenant's agents;
- 13.1.2 the Tenant's Property, contents and any fitout of the Premises against loss, damage or destruction by any cause;
- 13.1.3 employers' liability, workers' compensation and/or Workcover which covers any damage, loss or liability suffered or incurred by any person engaged by the Tenant arising by virtue of any statute relating to

workers' or accident compensation or employers' liability or at common law; and

- 13.1.4 any other insurances in connection with the Premises which the Landlord may reasonably require

AND the Tenant must produce to the Landlord copies of all these insurance policies and evidence that they are in force within 7 days of the Commencement Date, on each anniversary of the Commencement Date and at any other time upon request by the Landlord.

13.2 Policy requirements

The insurance policies under clause 13.1 must contain terms and conditions approved by the Landlord and be taken out with an insurer approved by the Landlord (which approval may not be unreasonably withheld)

13.3 Tenant not to prejudice insurance

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

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

13.4 Compliance with insurer's requirements

The Tenant must comply with the requirements of any insurer under any insurance policy for the Premises or Building or property in the Premises (whether taken out under this lease or otherwise).

13.5 Where premium increased

If the Tenant causes an increase in any premium payable by the Landlord for any insurance effected by the Landlord for the Premises or Building or property in the Premises (whether taken out under this lease or otherwise), the Tenant must pay the Landlord, on request, the increase in the premium.

14 MAINTENANCE OF PREMISES AND ALTERATIONS

14.1 Tenant to maintain

- 14.1.1 Except for fair wear and tear and subject to clause 14.4, the Tenant must at its own cost keep the Premises and the Landlord's Property (including all trees, gardens and vegetation at the Premises):
- (a) in the same condition as at the Start Of The Lease (and, where Works are completed under clause 14.6, the Tenant must maintain those Works in good and well-maintained condition), including all capital and structural repairs;
 - (b) properly repaired and maintained, using good quality materials, and in compliance with all laws and all requirements of authorities; and

- (c) properly cleaned (including the interior and exterior surfaces of any windows and doors) and the Tenant must:
- (1) arrange for all refuse to be regularly removed from the Premises;
 - (2) take all proper precautions to keep the Premises free of refuse, rodents and vermin. If required by the Landlord, the Tenant must engage pest exterminators for that purpose;
 - (3) store refuse before removal so that it cannot be seen from outside the Premises; and
 - (4) comply with the Landlord's reasonable directions concerning cleaning and disposal of refuse.

14.1.2 If required by Item 18 of Schedule 1, and in accordance with the requirements in Item 18 of Schedule 1, the Landlord will prepare and the parties will promptly sign a condition report which details and confirms the condition of the Premises and Landlord's Property as at the Commencement Date.

14.2 Landlord may carry out maintenance

The Tenant must carry out repairs or maintenance within 14 days of being served with a written notice of any defect or lack of repair or maintenance which the Tenant is obliged to fix under this Lease. If the Tenant does not comply with the notice within 14 days, the Landlord may carry out the repairs and the Tenant must pay the cost to the Landlord on demand.

14.3 Tenant to report damage

The Tenant must:

- 14.3.1 promptly report to the Landlord any damage to or defect in the Premises, Landlord's Property, or Building or any defective windows, lights, doors, locks and fastenings; and
- 14.3.2 promptly give written notice to the Landlord of any hazards within the Premises or the Building or the service by any authority of a notice or order affecting the Premises or Building.

14.4 Limitations on obligations

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

- 14.4.1 carry out repairs to the Premises that are the responsibility of the Landlord under the Act, if the Act applies; or
- 14.4.2 repair damage for which the Tenant is not responsible under this Lease, unless the Landlord loses the benefit of any insurance for that damage because of any act, omission or default by the Tenant or any of the Tenant's Agents.

14.5 Essential Safety Measures - Tenant's obligations

The Tenant must:

- 14.5.1 not interfere with, alter or limit the operation or effectiveness of any Essential Safety Measure;
- 14.5.2 immediately advise the Landlord and confirm in writing any alteration, breakdown or theft of or damage to any Essential Safety Measure;
- 14.5.3 allow the Landlord or its appointed agent to enter the Premises at any reasonable time on the provision of reasonable notice (except in the case of an emergency when the requirement for notice shall be waived) to inspect and maintain any Essential Safety Measure;
- 14.5.4 ensure that display of the annual essential safety measures report prepared in accordance with the Regulations, and any determination and record of maintenance checks, service and repair work which are kept on the Premises pursuant to the Regulations, are retained on display at the Premises;
- 14.5.5 provide to the Landlord all documentation required in order to establish and maintain records of maintenance checks, services and repair work for any Essential Safety Measure; and
- 14.5.6 advise the Landlord immediately if the Tenant receives notice (whether written or oral) of any proposed inspection of the Premises by a municipal building inspector or chief officer pursuant to the Regulations.

14.6 Alterations to Premises

- 14.6.1 The Tenant must not, without first obtaining the written approval of the Landlord (which may be given or withheld at the Landlord's discretion and given or withheld with conditions):
 - (a) make any alterations, additions or improvements (whether structural or otherwise);
 - (b) install any equipment or exterior fixtures or fittings (including blinds or awnings) to or on the Premises;
 - (c) carry out any demolition, landscaping or earthworks on the Premises;
 - (d) fix or place signs, notices or advertisements which are visible from outside the Premises in any place in or near the Premises; or
 - (e) interfere with or alter any Essential Safety Measure,

("Works").
- 14.6.2 In considering whether or not to approve any Works under clause 14.6.1:
 - (a) The Landlord may employ external consultants for the purpose of considering any proposed Works and supervising the Works, and the Tenant must cooperate with and allow the Landlord's consultants access to the Premises for these purpose;
 - (b) The Landlord may require the Tenant to:

- (1) deliver three copies of all drawings and specifications and a program of Works to the Landlord in such format, including electronic format, as the Landlord may require;
- (2) make all variations to the drawings, specifications and program of Works reasonably required by the Landlord and deliver further copies to the Landlord in such format, including electronic format, as the Landlord may require;
- (3) deliver a detailed quote for the cost of completing the Works (including the cost of all materials to be used) certified by a qualified consultant to be a bona fide estimate of the cost of completing the Works;
- (4) obtain all approvals and permits necessary for the Works;
- (5) deliver one copy of those approvals and permits to the Landlord;
- (6) give the Landlord the name of:
 - (A) each contractor and tradesman the Tenant intends to employ to carry out the Works; and
 - (B) the person who will supervise the Works; and
- (7) reimburse the Landlord the cost of effecting and maintaining the appropriate insurances in respect of the Works unless the Landlord agrees for the Tenant to effect and maintain that insurance.

14.6.3 The Tenant must:

- (a) carry out and complete all Works within the Premises promptly and in a proper and workmanlike manner at the Tenant's cost and:
 - (1) in accordance with the drawings, specifications and program of Works approved by the Landlord;
 - (2) in compliance with any conditions imposed by the Landlord;
 - (3) using qualified tradespersons; and
 - (4) in compliance with all laws and all requirements of authorities;
- (b) obey and cause its contractors and tradesmen to obey the Landlord's reasonable directions concerning the Works;
- (c) if the Works affect the electrical, water or gas supplies, or the switchboard capacity, ensure that these supplies are adequately maintained, and restore them to proper working order;
- (d) immediately give the Landlord a copy of any notice received from any party in relation to the Works; and

- (e) not interfere and ensure that the Tenant's contractors and tradesmen do not interfere with other occupiers or users of the Building.

14.6.4 On completion of the Works, the Tenant must promptly:

- (a) remove from the Premises all unused building materials, equipment and debris as directed by the Landlord;
- (b) if required, obtain an occupancy permit or compliance from the relevant authority for the Works and deliver a copy to the Landlord; and
- (c) in the case of alterations or additions, deliver to the Landlord a complete set of drawings and specifications showing the alterations or additions as built, in such format, including electronic format, as the Landlord may require.

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

- (a) the Landlord in employing external consultants pursuant to clause 14.6.2(a); and
- (b) the Landlord in remedying any breach by the Tenant of its obligations under this clause 14.6.

15 ASSIGNMENT AND SUBLETTING

15.1 Consent of Landlord

The Tenant must not:

- 15.1.1 if the Act applies to this lease, assign its rights or powers as tenant under this lease without the Landlord's prior written consent which consent shall not be unreasonably withheld provided the provisions of clause 15.2 are complied with;
- 15.1.2 if the Act does not apply to this lease, assign its rights or powers as tenant under this lease without the Landlord's prior written consent which consent may be given, given subject to conditions, or withheld at the Landlord's absolute discretion;
- 15.1.3 sub-let, licence or part with possession or share the Premises without the Landlord's prior written consent which consent may be given, given subject to conditions, or withheld at the Landlord's absolute discretion; or
- 15.1.4 create or allow any mortgage, interest, easement or other encumbrance which would affect the Tenant's interest in the Premises or its rights as tenant under this lease.

15.2 Where consent not to be unreasonably withheld

If the Act applies to this lease, the Landlord will not unreasonably withhold its consent to an assignment if the Tenant has:

- 15.2.1 requested an assignment by notice in writing to the Landlord;

- 15.2.2 given the name and address of the proposed assignee ("**New Tenant**") to the Landlord;
- 15.2.3 remedied any Default Event which exists at the time of the proposed assignment;
- 15.2.4 provided the Landlord with a copy of the proposed document of assignment, in a form approved by the Landlord acting reasonably, and procured the New Tenant to execute that document;
- 15.2.5 proved to the satisfaction of the Landlord that the New Tenant is respectable and responsible and has the financial resources, experience and ability to comply with all of the Tenant's obligations under this lease;
- 15.2.6 ensured that the New Tenant does not propose using the Premises in a way which is not permitted under this lease;
- 15.2.7 provided the New Tenant with a copy of any Disclosure Statement given by the Landlord to the Tenant and details of any changes to the information in that Disclosure Statement of which the Tenant is aware or could reasonably be expected to be aware;
- 15.2.8 agreed to pay the Landlord all reasonable costs (including legal costs and disbursements) incurred by the Landlord in connection with the proposed assignment including all enquiries made by the Landlord relating to the New Tenant; and
- 15.2.9 if the New Tenant is a corporation, its directors and principal shareholders have, if required by the Landlord, guaranteed to the Landlord the compliance by the New Tenant of its obligations under this lease.

15.3 Deemed assignment

- 15.3.1 Where the Tenant is a corporation, any circumstances which result in any person or group of persons who:
 - (a) control the composition of the board of directors; or
 - (b) beneficially hold more than one half of the issued share capital,
 being different from the person or persons who were in that position at the Commencement Date, will be deemed to be an assignment of this lease which will require the prior written consent of the Landlord.
- 15.3.2 Clause 15.3.1 will not apply where the Tenant is a company, the voting shares of which are listed on Australian Stock Exchange Limited or a wholly owned subsidiary of such a company, and where a change of control is caused only by a transfer of shares in the listed company.

16 DISCRIMINATION

The Tenant must comply with any responsibilities and obligations under the *Disability Discrimination Act 1992* (Cth) and the *Equal Opportunity Act 2010* (Vic) and any other relevant legislation pertaining to people with a disability with respect to the use of the Premises, and ensure that it uses the Premises so as not to be inconsistent with the Landlord's disability action plan, as notified to the Tenant from time to time.

17 OCCUPATIONAL HEALTH AND SAFETY

The Tenant must:

- 17.1 conduct the Tenant's operations from the Premises in a safe and healthy manner so as to ensure that there is minimal exposure to hazards at the Premises;
- 17.2 comply with the *Occupational Health and Safety Act 2004* and all regulations and codes of practice made under that Act as well as any other relevant Australian standards in relation to the Tenant's operations at the Premises;
- 17.3 remedy any hazards or risks identified as a result of the risk assessment conducted by the Tenant or as otherwise required by the Landlord in writing; and
- 17.4 allow the Landlord access to the Premises at any time upon reasonable notice to conduct safety audits of the Premises.

18 TENANT'S OBLIGATIONS AT END OF LEASE

18.1 Vacating the Premises

At the end of this lease, the Tenant must:

- 18.1.1 vacate the Premises and leave the Premises clean and in the condition required by this lease;
- 18.1.2 if required by the Landlord and to the extent required by the Landlord (at its sole discretion):
 - (a) remove any buildings, fixtures or improvements to the Premises that form part of the Tenant's Property or Works carried out under clause 14.6.1;
 - (b) remove any signs, notices or advertisements placed in or near the Premises and any below ground and above ground electricity equipment or other installations; and
 - (c) restore the Land (both at a surface level and below ground) to its state as at the Start Of The Lease to the reasonable satisfaction of the Landlord, including the remediation of any contamination of the Land to the reasonable satisfaction of the Landlord;
- 18.1.3 remove all of the Tenant's Property from the Premises (except any buildings, fixtures, improvements or other items, the removal of which is to be dealt with under clause 18.1.2);
- 18.1.4 repair any damage caused by the Tenant complying with its obligations under this clause (including any necessary repainting of walls); and
- 18.1.5 deliver to the Landlord all keys and passes giving access to the Premises which are held by the Tenant or any of the Tenant's Agents, whether or not they were supplied by the Landlord.

18.2 Tenant's Property left on Premises

- 18.2.1 If the Landlord does not require the Tenant to remove any buildings, fixtures or improvements under clause 18.1.2, such buildings, fixtures

and improvements will become the property of the Landlord at the end of this lease.

- 18.2.2 Where the Landlord requires any items of Tenant's Property that are buildings, fixtures or improvements to remain in or on the Premises pursuant to clause 18.1.2, the parties agree that those items of Tenant's Property are deemed to be a Fixture for the purpose of the PPSA.
- 18.2.3 Any of the Tenant's Property which is required to be removed under clause 18.1 that is left on the Premises 14 days after the early determination or expiry of this lease may be dealt with or disposed of by the Landlord as the Landlord deems appropriate. Any costs the Landlord incurs in removing any of the Tenant's Property must be reimbursed by the Tenant to the Landlord on demand. The parties intend that this clause operates in relation to the Tenant's Property in place of any legislation that might otherwise apply to goods remaining on the Premises.
- 18.2.4 While and for so long as it is necessary for the Landlord to take action under clause 18.2.3, the Tenant must continue to pay the Rent, the Outgoings and insurance (under clause 4.2) and Services (under clause 4.3).

19 LANDLORD'S OBLIGATIONS

Provided the Tenant complies with the terms of this lease, and subject to the terms of this lease, the Tenant may peacefully enjoy the Premises during the Term without interruption by the Landlord.

20 LANDLORD'S RIGHTS

20.1 Right to enter

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

- 20.1.1 to inspect, maintain, repair or alter the Premises, subject to reasonable notice; and
- 20.1.2 to carry out any building works required by the Landlord or any relevant authority, subject to 1 months' prior written notice being given to the Tenant.

If there is an emergency, the Landlord and any person authorised by the Landlord may enter the Premises at any time without notice.

21 DEFAULT BY TENANT

21.1 Default Event

A Default Event occurs if:

- 21.1.1 the Tenant does not pay any money as required under this lease whether or not demand has been made;
- 21.1.2 the Tenant does not comply with any other obligation under this lease;

- 21.1.3 a judgement or order for \$10,000.00 or more is enforced or becomes enforceable against the Tenant's interest in this lease or the Tenant's Property;
- 21.1.4 the Tenant is a corporate body other than a public company listed on Australian Stock Exchange Limited and:
- (a) an order is made or resolution is passed to wind up the Tenant except for reconstruction or amalgamation;
 - (b) the Tenant goes into liquidation;
 - (c) the Tenant has a receiver (including a provisional receiver) or a receiver and manager of any of its assets, or an administrator appointed; or
 - (d) the Tenant proposes a re-organisation, moratorium or other administration involving all or any class of its creditors except for reconstruction or amalgamation;
- 21.1.5 the Tenant being an individual:
- (a) becomes bankrupt; or
 - (b) takes, or tries to take advantage of, Part X of the *Bankruptcy Act 1966* (Cth); or
- 21.1.6 the Tenant enters into a scheme of arrangement or composition with, or assignment for the benefit of, any of the Tenant's creditors;
- 21.1.7 any Guarantor is a corporate body and any of the events referred to in clause 21.1.4 occurs in relation to that Guarantor; or
- 21.1.8 any Guarantor is an individual and any of the events referred to in clause 21.1.5 occurs in relation to that Guarantor.

21.2 Landlord's right to end lease

If a Default Event occurs, the Landlord may:

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

21.3 Notice under Property Law Act

For any breach of this lease to which section 146(1) of the *Property Law Act 1958* applies, 14 days after service of a notice under the section is fixed as the time within which:

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

21.4 Rights retained

If this lease is ended by the Landlord, the Landlord retains the right to sue the Tenant for all unpaid moneys or for damages for breaches of the Tenant's obligations under this lease. For the purpose of assessing damages to the Landlord, the benefit of the Tenant's performance of this lease to the Landlord must be calculated on the basis that this lease continues in force until the Expiry Date.

22 ESSENTIAL TERMS

22.1 Essential terms

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

22.1.1 the obligation to pay money; and

22.1.2 without limitation, the obligations under clause 4 (Payments), 6 (Goods and Services Tax), 9 (Use of Premises), 11 (Security), 12 (Licences), 13 (Tenant's obligations concerning insurance), 14 (Maintenance of Premises and Alterations), 15 (Assignment and subletting), 17 (Occupational Health and Safety), and the special conditions in Item 19 of the Schedule.

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

22.2 Breach is repudiation

A breach by the Tenant of an essential term is taken to be a repudiation by the Tenant of all its obligations under this lease.

23 MITIGATION OF DAMAGES

23.1 Landlord must mitigate damages

If the Tenant vacates the Premises whether with or without the Landlord's consent, the Landlord must take reasonable steps to mitigate its loss and to endeavour to re-lease the Premises at a reasonable rent and on reasonable terms.

23.2 Assessment of damages

The Landlord's entitlement to damages will be assessed on the basis that the Landlord has observed the obligation to mitigate damages. The Landlord's conduct taken in exercising this duty to mitigate damages will not of itself constitute acceptance of the Tenant's breach or repudiation or a surrender by operation of law.

24 DAMAGE TO PREMISES

24.1 Rights of Landlord

If the Premises are damaged so that they cannot be used for the Permitted Use, the Landlord may, on written notice to the Tenant to be served within 30 days from the date of the destruction or damage, choose to either end this lease or reinstate the Premises.

24.2 Where Landlord's notice not given

If the Landlord does not serve any notice under clause 24.1 within the required time:

- 24.2.1 if the Premises are partly, but not substantially destroyed, then subject to clause 24.5 the Landlord must reinstate the Premises as soon as reasonably practicable; and
- 24.2.2 if the Premises are wholly or substantially destroyed, the Landlord is not obliged to reinstate the Premises, but (subject to clause 24.5) the Tenant may end this lease by written notice to the Landlord. However, if before the Tenant serves any such notice the Landlord gives the Tenant notice of its decision to reinstate the Premises, the Tenant will no longer have this right.

24.3 Delay in reinstatement

If the Landlord is obliged to or chooses to reinstate the Premises, and the reinstatement does not start within 3 months or is not completed within 18 months of the date of the destruction or damage, then either the Landlord or the Tenant (subject to clause 24.5) may end this lease by giving the other written notice at any time before the reinstatement is completed.

24.4 Abatement of Rent

Subject to clause 24.5, from the date of the destruction or damage until the Premises are again completely fit for the Permitted Use, a fair portion of the Rent as determined by the Landlord having regard to the nature and extent of the damage, will abate.

24.5 Refusal of insurance claim due to Tenant's conduct

If payment of an insurance claim in respect of any damage or destruction is refused because of an act or omission by the Tenant or any of the Tenant's Agents:

- 24.5.1 the Tenant is not entitled to any suspension of Rent under clause 24.4 or to end this lease under clause 24.2.2 or clause 24.3; and
- 24.5.2 the Landlord is not obliged to reinstate the Premises under clause 24.2.1.

24.6 No compensation to Tenant

The Landlord is not liable to pay the Tenant any compensation if any part of the Premises is destroyed or damaged or if this lease is ended under this clause.

25 PERSONAL PROPERTY SECURITIES ACT

25.1 Expressions used in this clause that are defined in the PPSA have the meanings given to them in the PPSA.

25.2 The Landlord may, at any time, register a financing statement for any security interest arising out of or evidenced by this lease over any or all of:

25.2.1 the Landlord's Property (including property deemed to be Landlord's Property at the end of this Lease);

25.2.2 any cash security deposit provided under this lease; and

25.2.3 any Tenant's Property left on the Premises after the end of this lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement. The Tenant waives the right to receive notice under section 157(1) of the PPSA.

25.3 When this lease:

25.3.1 ends and the Tenant has vacated the Premises and performed all of its obligations under it; or

25.3.2 is transferred,

the Landlord must register a financing change statement with respect to any security interest for which the Landlord has registered a financing statement other than those to which clause 25.2.2 relates.

- 25.4 The Tenant must sign any documents and do anything necessary to enable the Landlord to register the statements referred to in clause 25.3 and to enforce its rights and perform its obligations under this clause and the PPSA. In particular, if the Tenant is a natural person, the Tenant must provide the Landlord with the Tenant's date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the Landlord) to confirm the Tenant's date of birth. The Landlord must keep the Tenant's date of birth and any evidence provided to confirm it secure and confidential.
- 25.5 The Tenant must not register, or permit to be registered, a financing statement in favour of any person other than the Landlord, for any security deposit (if provided by the Tenant) or any of the Landlord's Property.
- 25.6 The Tenant must pay the Landlord's reasonable costs in respect of anything done or attempted by the Landlord in the exercise of its rights or performance of its obligations under this clause 25 or the PPSA.
- 25.7 In accordance with section 275(6)(a) of the PPSA, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 25.8 Subject to any requirement to the contrary in the PPSA, notices under this clause or the PPSA may be served in accordance with clause 43 of this lease.

26 RESUMPTION OF PREMISES

If any part of the Premises is resumed by any authority and the Premises becomes unfit for the Permitted Use, then either the Landlord or the Tenant may end this lease by written notice to the other. The Landlord is not liable to pay the Tenant any compensation if any part of the Premises is resumed by any authority.

27 HOLDING OVER

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

- 27.1 the Tenant, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy;
- 27.2 either party may end the tenancy by giving one month's written notice to the other at any time;
- 27.3 the monthly rent starts at an amount equal to the annual Rent which the Tenant was paying immediately before the Term ended divided by 12 unless a different rent has been agreed upon; and
- 27.4 the Landlord may increase the monthly rent at any time by giving the Tenant one month's written notice.

28 OPTION FOR FURTHER TERM

28.1 Conditions for exercise of option

The Landlord must renew this lease, for the further term or terms stated in item 15 of Schedule 1 if:

- 28.1.1 there is no unremedied breach of this lease by the Tenant of which the Landlord has given the Tenant written notice;
- 28.1.2 the Tenant has not persistently committed breaches of this lease of which the Landlord has given notice during the Term; and
- 28.1.3 the Tenant has requested the renewal in writing not more than 6 months nor less than 3 months before the end of the Term. The latest date for exercising the option is stated in item 16 of Schedule 1.

28.2 Conditions for renewed lease

The renewed lease:

- 28.2.1 starts on the day after this lease ends;
- 28.2.2 has a starting rent as set out in item 11 of Schedule 1; and
- 28.2.3 must contain the same terms as this lease but with no option for renewal after the last option for a further term stated in item 15 of Schedule 1 has been exercised.

29 RELEASE AND INDEMNITY

29.1 Tenant's risk

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

29.2 Release and indemnity

The Tenant releases and indemnifies the Landlord and its employees, agents and contractors from all legal liability arising from the use or occupation of the Premises, Landlord's Property, Building and Land by the Tenant or any of the Tenant's Agents, including:

- 29.2.1 any claim made by any person for injury, loss or damage arising in any manner;
- 29.2.2 any loss or damage to any property belonging to the Tenant or other persons located on or outside the Premises caused by the Tenant or the Tenant's Agents; and
- 29.2.3 any loss, damage, injury or illness sustained or incurred by the Tenant or any of the Tenant's Agents.

29.3 Restrictions on release and indemnity

The releases and indemnities in clause 29.2 do not apply to:

- 29.3.1 any legal liability of the Landlord that arises from any unlawful act or omission of or any misconduct by the Landlord or its employees, officers, agents or contractors; or
- 29.3.2 any breach of this lease by the Landlord.

29.4 No claim for compensation

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

- 29.4.1 the failure of any equipment or machinery in the Premises; and
- 29.4.2 any damage or loss caused or arising out of the interruption of any services supplied to the Premises including but not limited to the supply of gas, electricity or water.

30 GUARANTEE AND INDEMNITY**30.1 Guarantor's obligations**

In consideration of the Landlord entering into this lease with the Tenant at the Guarantor's request, the Guarantor:

- 30.1.1 guarantees that the Tenant will perform all its obligations under this lease, any renewed lease, and during any period of holding over;
- 30.1.2 must pay the Landlord on demand any money owing to the Landlord by the Tenant; and
- 30.1.3 indemnifies the Landlord against all loss resulting from the Landlord having entered into this lease, whether from the Tenant's breach of any provision of this lease, or from this lease being or becoming unenforceable against the Tenant.

30.2 Liability not affected

The Guarantor's liability is not affected by:

- 30.2.1 the Landlord granting the Tenant or any Guarantor any time or other indulgence;
- 30.2.2 the Landlord agreeing not to sue the Tenant or any Guarantor;
- 30.2.3 any assignment (whether by the Landlord or the Tenant), sub-lease or variation of this lease;
- 30.2.4 any provision of this lease being or being found to be unenforceable;
- 30.2.5 the renewal of this lease; or
- 30.2.6 this lease not being signed, or not being signed correctly, by any one Guarantor.

30.3 Covenants

The Guarantor agrees:

- 30.3.1 not to seek to recover any money from the Tenant by way of reimbursement for payments made by the Guarantor to the Landlord until the Landlord has been paid in full;
- 30.3.2 not to prove, claim or exercise voting rights if a liquidator, provisional liquidator, administrator or trustee in bankruptcy is appointed in respect of the Tenant for any amount which the Landlord has demanded from the Guarantor until the Landlord has been paid in full; and
- 30.3.3 to pay the Landlord any money which the Landlord is required to refund to the Tenant's liquidator or trustee in bankruptcy as preferential payments received from the Tenant.

30.4 Reinstatement of guarantee

If any payment or other transaction in connection with this lease or this clause 30 is void, voidable, unenforceable or defective or claimed to be so and that claim is upheld, then:

- 30.4.1 the liability of the Guarantor is to be what it would have been if the payment or other transaction had not been made; and
- 30.4.2 immediately the Landlord requests it, the Guarantor must do everything necessary to put the Landlord back into the position it would have been in if the payment or other transaction had not been made.

31 LANDLORD'S EXERCISE OF RIGHTS

31.1 Landlord has discretion

The Landlord may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy.

31.2 Partial exercise

A single or partial exercise of a right, power or remedy by the Landlord does not prevent a further exercise of that right or an exercise of any other right, power or remedy.

31.3 Right not prejudiced by delay etc

Failure by the Landlord to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

32 DISPUTES

32.1 Application

- 32.1.1 Unless the Act applies to this lease, this clause 32 applies to all disputes under this lease except disputes:
 - (a) about unpaid rent and interest charged on it;

- (b) about review of rent; or
- (c) to be resolved in another way prescribed by any other provision of this lease.

32.1.2 If the Act applies to this lease, all disputes under this lease are to be determined according to the requirements of the Act.

32.2 Dispute

If a dispute arises out of or relates to this lease (including any dispute as to breach or termination of this lease), a party may not commence any court proceedings relating to the dispute unless it has complied with this clause, except where the party seeks urgent interlocutory relief.

32.3 Mediation procedure

If a dispute or disagreement arises in relation to any matter under this lease, the parties must endeavour to resolve the matter in accordance with the following mediation procedure:

- 32.3.1 a party may start mediation by serving notice on the other party;
- 32.3.2 the notice must state that a dispute has arisen and identify what the dispute is;
- 32.3.3 the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within 5 Business Days of service of the mediation notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator;
- 32.3.4 once the mediator has accepted the appointment, the parties must comply with the mediator's instructions; and
- 32.3.5 if the dispute is not resolved within 28 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

A party is not bound to follow the procedures set out in this clause 32 where to do so means that a limitation period for a cause of action relevant to the issues in dispute will expire.

32.4 Charges

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

32.5 Settlement of dispute

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

32.6 Confidential

The mediation is confidential and:

32.6.1 statements made by the mediator or the parties; and

32.6.2 discussions between the participants to the mediation,

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

32.7 Mediator to be released

It must be a term of the engagement of the mediator that the parties release the mediator from any claim of any nature relating to this lease.

32.8 Rules of natural justice do not apply

The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.

32.9 Legal representation

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

33 APPROVALS AND CONSENTS

33.1 Unless this lease provides otherwise, any consent or approval to be given by the Landlord may be given by the Landlord conditionally or unconditionally or withheld at the Landlord's absolute discretion. If conditions are imposed by the Landlord, the Tenant must comply with each condition imposed by the Landlord as if it were a provision of this lease.

33.2 Where under this lease the consent of the Landlord is required to be given, the consent can only be given by the Landlord acting in its capacity as a council under the *Local Government Act 1989* or *Local Government Act 2020* and the Tenant acknowledges that the consent is not given or deemed to be given by the Landlord acting as the responsible planning authority under the *Planning and Environment Act 1987* or by the issue of any building permit by the municipal building surveyor.

34 WAIVER AND VARIATION

A provision of or a right created under this lease may not be waived or varied except in writing signed by the party to be bound.

35 REMEDIES CUMULATIVE

The rights, powers and remedies provided in this lease are in addition to the rights, powers or remedies provided by law independently of this lease.

36 INDEMNITIES

Each indemnity in this lease is a continuing obligation, independent from the other obligations of the Tenant and survives the end of this lease.

37 EXCLUSION OF STATUTORY PROVISIONS

The covenants, powers and provisions implied in leases by section 67 of the *Transfer of Land Act 1958*, and section 144 of the *Property Law Act 1958*, do not apply to this lease.

38 PAYMENTS**38.1 No set-off**

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

38.2 No demand required

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

39 FURTHER ASSURANCES

If the Landlord requests, the Tenant must:

- 39.1 execute, and cause its successors to execute, documents and do everything else necessary or appropriate to bind the Tenant and its successors under this lease; and
- 39.2 use its best endeavours to cause relevant third parties to do likewise to bind every person intended to be bound under this lease.

40 PRIOR BREACHES AND OBLIGATIONS

The ending of this lease does not affect:

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

41 GOVERNING LAW

This lease is governed by the laws of Victoria.

42 WAIVER AND VARIATION**42.1 Writing required**

A provision of or a right created under this lease may not be waived or varied except in writing signed by the party to be bound.

42.2 Limit of waiver

If the Landlord waives a provision of or a right created under or implied in this lease, that waiver does not extend to:

- 42.2.1 a breach by the Tenant of the same or any other provision; or
- 42.2.2 the future exercise by the Landlord of that right.

42.3 No deemed waiver

The acceptance of a payment under this lease will not be taken to constitute a waiver of any provision of or a right created under or implied in this lease, except the right to demand the payment of that amount of money.

43 NOTICES**43.1 Giving notice**

Subject to clause 43.4, any notice (which includes, without limitation, a demand, request, consent, approval and any other communication made, required or authorised under this lease) given under this lease must be:

- 43.1.1 in writing and signed by or on behalf of the party giving it;
- 43.1.2 directed to the recipient's address or email address specified in item 17 of Schedule 1, as varied by any notice; and
- 43.1.3 hand delivered or sent by prepaid post to that address, or sent by email to that email address.

43.2 Receipt of notice

A notice given in accordance with clause 43.1 is taken to be received by the recipient:

- 43.2.1 if hand delivered, on delivery;
- 43.2.2 if sent by prepaid post, 2 Business Days after the date of posting; or
- 43.2.3 if sent by email, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*.

In all cases, a notice received after 5.00pm in the place of receipt or on a day that is not a Business Day is taken to be received by the recipient at 9.00am on the next Business Day.

43.3 Signing of notice

A notice given under this lease is sufficiently signed if:

- 43.3.1 in the case of a body corporate, it is signed by an Authorised Officer, director, secretary or other officer of, or a legal practitioner acting for, the body corporate; or
- 43.3.2 in the case of an individual, it is signed by the individual.

43.4 Other modes of service permitted

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

44 SEVERANCE**44.1 Preferred construction**

The parties agree that a construction of this lease that results in all provisions being enforceable is to be preferred to any other construction.

44.2 Severance

If, despite the application of clause 44.1, a provision of this lease is illegal or unenforceable:

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

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

and the remainder of this lease continues in force.

45 ACTS OF TENANT'S AGENTS

If this lease:

45.1 prohibits the Tenant from doing a thing, the Tenant must ensure that the Tenant's Agents do not do that thing, and not allow or cause any person to do that thing; or

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

46 ENTIRE AGREEMENT

The Tenant acknowledges that:

46.1 no information, representation or warranty by or on behalf of the Landlord was supplied or made concerning this lease with the intention or knowledge that it would be relied upon by the Tenant;

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

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

47 INTERPRETATION

In this lease, unless the contrary intention appears:

47.1 if there is an inconsistency between a special condition in item 19 of Schedule 1 and another provision of this lease, the special condition prevails;

47.2 the singular includes the plural and vice versa;

47.3 a reference to a document or instrument, including this lease, includes a reference to that document or instrument as novated, altered or replaced from time to time;

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

- 47.5 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 47.6 words importing one gender include other genders;
- 47.7 other grammatical forms of defined words or expressions have corresponding meanings;
- 47.8 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
- 47.8.1 two or more parties; or
- 47.8.2 a party comprised of two or more persons,
- is made or given and binds those parties or persons jointly and severally;
- 47.9 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 47.10 a recital, schedule, annexure or description of the parties forms part of this lease;
- 47.11 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 47.12 if an act required to be done under this lease on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 47.13 all monetary amounts are in Australian dollars;
- 47.14 a party that is a trustee is bound both personally and in its capacity as trustee;
- 47.15 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist, been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity; and
- 47.16 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this lease.

SCHEDULE 1**Item**

- | | | |
|-----------|--|---|
| 1 | Tenant:
(Clause 1.32) | <i>Tylers Hardware and Rural Supplies</i>

27 Cromie st Rupanyup 3388 |
| 2 | Guarantor
(Clause 30) | |
| 3 | Commencement Date:
(Clause 1.3) | |
| 4 | Expiry Date:
(Clause 1.11) | |
| 5 | Term:
(Clause 1.36) | <i>5 years</i> |
| 6 | Permitted Use:
(Clause 1.19) | <i>Storage of supplies and goods</i> |
| 7 | Premises:
(Clause 1.21) |
<i>18 Cromie st Rupanyup land and sheds not including section in SW corner public toilets.</i> |
| 8 | Land:

(Clause 1.16) |
18 Cromie st Rupanyup 3388

PFI 53054581 plan number TP939114 |
| 9 | Rent:
(Clause 1.24) | \$2,600 PER ANNUM |
| 10 | Frequency of Payment of Rent:
(Clause 4.1.2) |
The Rent is payable annually in advance on or before the Commencement Date and thereafter on each anniversary of the Commencement Date. |

Item

Item		Rent Review Date	Method of Review
11	Rent Review: (Clauses 1.25 and 5 and clause 28.2.2)	On each anniversary of the Commencement Date	CPI adjustment
		On the commencement date of each further term (if any), being the starting rent referred to in clause 28.2.2	Market review
		On each anniversary of the commencement date of each further term (if any)	Market review
12	Security Deposit (Clause 9)	An amount equivalent to.....months' rent plus GST as payable from time to time under this lease	
13	Tenant's Proportion of Outgoings: (Clause 1.35)	13.1	In relation to Outgoings relating to the Premises only and capable of separate assessment: 100%
		13.2	In relation to all other Outgoings not referred to in 13.1 the proportion that the Lettable Area of the Premises bears to the Lettable Area of the Land or the building upon which the Outgoings are assessed.
14	Amount of public liability insurance: (Clause 13.1.1)	\$20 million or such other greater amount reasonably required by the Landlord from time to time.	
15	Options: (Clause 28.1)	1 option for a further term of 5 years	
16	Last date for exercise of Option: (Clause 28.1.3)	3 months prior to the Expiry Date, being	
17	Addresses of parties: (Clause 43.1)	Landlord's address: 34 Lyle Street, Warracknabeal VIC 3393	

Item**Email address for Landlord:***info@yarriambiack.vic.gov.au***Tenant's address:***27 Cromie st Rupanyup 3388***Email address for Tenant:***info@tylershrs.com.au***18 Condition Report (Clause 14.1.2)**

The Landlord will prepare, and the parties will sign, a condition report which details and confirms the condition of the Premises as at the Commencement Date.

**19 Special conditions:
(Clauses 2.1.3 and 47.1)****1  Retail Leases Act 2003**

The Landlord and Tenant acknowledge and agree that:

- (a) the Act applies to this lease as at the Commencement Date;
- (b) the Landlord has delivered to the Tenant a copy of this lease, the Disclosure Statement and Information Brochure as and in the form required by the Act; and
- (c) the Tenant warrants that it has made enquiries and is satisfied by the matters disclosed in the Disclosure Statement.

2 Repairs and Maintenance

- (a) Despite clause 14.6.1, the Tenant is not required to obtain the Landlord's consent to make any cosmetic or non-structural alterations to the Premises.

3 Hours of Use

Item

(a) The Premises must only be used during the following hours, unless prior consent is obtained from the Landlord:

(i)
or otherwise such other times as agreed to by the Landlord in writing;

subject to the requirements of all applicable laws, permits and licences.

4 **[] Gross Rent**

(a) The Rent in Item 9 of Schedule 1 is inclusive of all Outgoings and insurance payable under clause 4.2.

(b) The Rent in Item 9 of Schedule 1 is inclusive of all costs payable for services under clause 4.3.

5 **[] Rent Free Period**

(a) The Tenant is not required to pay Rent for the period starting on the Commencement Date until [## *Insert end date of Rent Free Period*] (inclusive) ("**Rent Free Period**").

(b) All other monies payable under this lease must be paid in full during the Rent Free Period.

SCHEDULE 2

PLAN

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



SCHEDULE 3
TENANT'S PROPERTY

[#To be listed if appropriate]

Any Works carried out under clause 14.6

SCHEDULE 4

LANDLORD'S PROPERTY

[#To be listed if appropriate]

EXECUTED AS A DEED

Landlord:

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

..... Chief Executive Officer

..... Councillor

..... Councillor

Tenant:

[*delete whichever execution clause/s is not applicable below]

[*]
EXECUTED by **[##]ACN [##]** in accordance)
with section 127(1) of the *Corporations Act*)
2001 (Cth) by being signed by authorised)
persons:)
)

.....
Director

.....
***Director/company secretary**
*Delete whichever is inapplicable

.....
Full Name

.....
Full Name

.....
Usual Address

.....
Usual Address

[*]

THE COMMON SEAL of [##](Registration)
number [##] was affixed in accordance with)
its rules in the presence of:)

Committee member

Committee member

[*]
SIGNED by [##] in the presence of:)
)
) _____

Witness

15.4 Sale of surplus land at Crown Allotment 7 Section 24 known as Duncan Street, Warracknabeal

Prepared by Gavin Blinman, Director Community Development & Wellbeing

SUMMARY

Council owns an allotment of land with access from Duncan Street, Warracknabeal to Henty Highway. The allotment is currently vacant and had previously been leased to the owners of the neighbouring Motor Inn until this arrangement ceased in 2005. Current owner did not want to take block in 2005. The land is surplus to Council requirements and it is recommended that it be put to public auction.

RECOMMENDATION

That Council:

1. Invite submissions from the community about the sale of land at Crown Allotment 7 Section 24 known as Duncan Street, Warracknabeal.
2. Subject to no submissions, engage a Real Estate Agent for the sale of the land at Crown Allotment 7 Section 24 known as Duncan Street, Warracknabeal.

Moved Cr T Hamilton Seconded Cr K Kirk

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: *Valuation of land, CA 7 Section 24, Warracknabeal*](#)

DISCUSSION

The land is a vacant allotment of 940m² and is zoned General Residential Zone with no overlays.

Yarriambiack Council looked to sell the allotment in 2000, however objections were received by the neighbouring property who was using it for access. As a result of this Council entered into a lease with the neighbouring business however this lease lapsed in 2004 and the site has sat vacant since then.

The site is currently maintained by Council Town maintenance and has no council or community purpose and as such is recognised as surplus to Council needs.

It is recommended that Council invite submission from the community on the proposed sale of the land and subject to no submission, move to sell of the property.

Should submissions be made, consideration by Council resolution would be required.

RELEVANT LAW

- *Local Government Act 2020 Division 4 Powers in relation to Land*
- *Local Government Act 2020 Division 1 Community Accountability*

COUNCIL PLANS AND POLICIES

Yarriambiack Shire Council Asset Disposal Policy 2021.

RELATED COUNCIL DECISIONS

Council from time to time disposes of surplus land or acquires land according to the needs of the Council and community.

MINUTES	Ordinary Meeting of Council
Issue Date: 24 November 2021	

OPTIONS

1. Council advertises an Expression of Interest to lease the allotment.
2. Council retains ownership of the allotment and seek a community purpose.

SUSTAINABILITY IMPLICATIONS

The allotment is currently maintained by Council town maintenance staff to ensure the site is orderly and does not present a fire risk. The site is zoned Township Zone and has access to services including water, electricity and sewer and could be used for residential or commercial purposes.

COMMUNITY ENGAGEMENT

Under the Local Government Act 2020 Yarriambiack Council has adopted a Community Engagement Policy which requires deliberative engagement. It is recommended that Council invite submissions from the community in relation to the potential sale of the allotment.

Should submissions be received, a decision will be brought to Council for consideration. If no submissions are received, Council would move to appoint a real estate agent for the purpose of selling the allotment.

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 w) Introduce a new policy, program and/or service; or x) 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

Assess the risk for the decision.

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	Council land sold under LG Act 2020 would need to be advertised	Reduces Residual Risk Level
Reputational Risk - Residual Risk Level Low	Sale of unused land in key location for housing	Reduces Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Local Government Act 2020

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: 24 November 2021	

Residential



[®] Preston
Rowe
Paterson

National Property Consultants

Preston Rowe Paterson is one of Australia's most experienced and well-regarded property services companies with expertise across the full spectrum of property classes.

Specialising in valuation, advisory and property management, we provide value added and risk adverse solutions to a wide range of property decision makers including; owners, investors and tenants.

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- Real Estate investment valuation
- Real Estate development valuation
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- Super fund and syndicate advisors
- Plant and machinery valuation
- General insurance valuation
- Property market research

Preston Rowe Paterson is a growing and sustainable national business that harnesses the energy of local ownership that ensures expert local knowledge in all the areas we operate in.



Preston Rowe Paterson Horsham & Wimmera Pty Ltd

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Horsham VIC 3402

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Email: horsham@prp.com.au

www: prp.com.au

Directors

Ben Sawyer Certified Practising Valuer AAPI Reg 63163

M 0429 826 541

E ben.sawyer@prp.com.au

Valuation Summary



Property Address: **Duncan Street, Warracknabeal VC 3393**

Real Property Description: Crown Allotment 7 Section 24 Township of Warracknabeal

Instructing Party / Client: Gavin Blinman
Yarriambiack Shire Council
34 Lyle Street
Warracknabeal VIC 3393

Instructions: To determine the 'As Is' Market Value of the subject property

Interest Assessed: Fee simple unencumbered freehold

Purpose of Assessment: Consultancy purposes and for no other purpose

Date of Instruction: 26/08/2021

Date of Inspection: 03/09/2021

Relevant Date: 03/09/2021

Property Type: Vacant residential land

Land Area:	PARCEL	SIZE
	Crown Allotment 7 Section 24 Township of Warracknabeal	990 sqm

Zoning: General Residential Zone (GRZ) – Yarriambiack Shire Council Planning Scheme

Occupancy: Vacant land

Comments: The subject property comprises a vacant and rectangular shaped 990 sqm General Residential Zone allotment situated approximately 1.2 kilometres north-east from the Warracknabeal post office in a mixed use area on the eastern side of Duncan Street.

We note that the Graincorp grain storage facility adjoins the subject to the south, the Country Roads Motor Inn adjoins the subject to the north, the Henty Highway adjoins the subject to the east, and a train line is located opposite the subject to the west.

The allotment is moderately timbered and has bitumen sealed road frontages to Duncan Street and the Henty Highway. All usual services are available for connection.

Market Value 'As Is': We are of the opinion that the **Market Value 'As Is'** of **Crown Allotment 7 Section 24 Township of Warracknabeal, Duncan Street, Warracknabeal VC 3393** as at the date of valuation is in the sum of:-

\$25,000 (Twenty-Five Thousand Dollars) excluding GST and subject to Vacant Possession

- We assume that information provided by the instructing party is correct and not misleading towards forming an understanding of the property for the purposes of this valuation;
- We assume that the property is unaffected by any road resumption proposals;
- The above land area has been taken from the Land Victoria Property Report which is replicated in Appendix D. Should a formal survey reveal otherwise, we reserve the right to reconsider our valuation herein;
- We assume that the subject site as inspected is within Title boundaries and there are no encroachment issues;
- We assume that the property is free from any contamination issues.

Valuer:



Signature of Valuer: on behalf of
**Preston Rowe Paterson Horsham & Wimmera
Pty Ltd
Tyler Neville
Certified Practising Valuer AAPI Reg. 105391**



Signature of Check Valuer/Director:
**Preston Rowe Paterson Horsham & Wimmera
Pty Ltd
Ben Sawyer, Director
Certified Practising Valuer AAPI Reg. 63163**

Reliance on this report should only be taken upon sighting the original document that has been signed by the Inspecting Valuer who has undertaken the valuation. The Counter Signatory or Director has read this report and verifies that the report is genuine and is endorsed by Preston Rowe Paterson Horsham & Wimmera Pty Ltd. The Counter Signatory or Director has not inspected the property or the comparable sales and/or rental evidence amongst other things. The opinion of value expressed herein has been solely arrived at by the Valuer who undertook the inspection and prepared the valuation report.

Appendix A Photographs



Appendix B Sales Evidence and Calculations

Lot 5 LP3034, 56 Anderson Street, Warracknabeal VIC 3393		
	Sale Price:	\$39,900
	Sale Date:	19/08/2021
	Land Area / Rate:	840 sqm / \$48 per sqm
<p>Description: Comprises a vacant General Residential Zone allotment of 840 sqm. All usual services available for connection. Dual sealed road frontages. Non-settled sale. Due to settle 12/11/2021.</p>		
<p>Comparison to Subject Property: Smaller allotment. Superior location. Higher rate per sqm due to the smaller size of the allotment and the superior location. Overall superior property.</p>		

Lots N and O LP3125, Gould Street, Warracknabeal VIC 3393		
	Sale Price:	\$82,000
	Sale Date:	26/06/2021
	Land Area / Rate:	2,307 sqm / \$36 per sqm
<p>Description: Comprises a vacant General Residential Zone allotment of 2,307 sqm. All usual services available for connection. Sealed road frontage.</p>		
<p>Comparison to Subject Property: Larger allotment. Superior location. Higher rate per sqm due to the superior location. Overall superior property.</p>		

Lot 58 LP54650, 17 Cox Street, Warracknabeal VIC 3393		
	Sale Price:	\$32,000
	Sale Date:	01/04/2021
	Land Area / Rate:	613 sqm / \$52 per sqm
<p>Description: Comprises a vacant General Residential Zone allotment of 613 sqm. All usual services available for connection. Sealed road frontage. Located within close proximity to the Warracknabeal hospital.</p> <p>Comparison to Subject Property: Smaller allotment. Superior location. Higher rate per sqm due to the smaller size of the allotment and the superior location. Overall superior property.</p>		

Calculations:

COMPONENT			
Crown Allotment 7 Section 24 Township of Warracknabeal	990 sqm @	\$25 per sqm	\$24,750
For practical valuation purposes adopt			\$25,000

Appendix C Terms and Conditions

Explanation

1. The following terms and conditions are the standard terms and conditions that apply to all Valuations or the Valuation Services or consultancy services and Services provided by Preston Rowe Paterson Horsham & Wimmera Pty Ltd.
2. These terms and conditions form part of the appointment of Preston Rowe Paterson Horsham & Wimmera Pty Ltd by the Client to provide the Services.
3. Preston Rowe Paterson Horsham & Wimmera Pty Ltd and its valuers are members of a Limited Liability Scheme in the meaning of the Professional Standards Act 1994.
4. The Valuation and all Valuation Services are provided by Preston Rowe Paterson Horsham & Wimmera Pty Ltd subject to these Terms and Conditions;

Definitions

5. The following definitions apply to these Terms and Conditions and the provision of our Valuations, Valuation Services and Services:-

'Client' shall mean Yarriambiack Shire Council.

'Confidential information' means information that:

(a) Is by its nature confidential;

(b) Is designated by Us as confidential;

(c) You know or ought to know is confidential; and

(d) Includes, without limitation:

(i) Information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services; and

(ii) The Quotation which We have provided to You.

'Date Of Valuation' means, in relation to any Valuation, Valuation Services, Services or consultancy services or advice, the date of preparation of our report or the specific date as at which our opinions are stated to apply (the Relevant Date).

'Director' means a Director noted on the Australian Securities and Investment Companies (ASIC's) records for Preston Rowe Paterson Horsham & Wimmera Pty Ltd

'Fee' means the amount agreed to be paid for the Services by You as set out in the Quotation.

'Limited Liability Scheme' means a scheme pursuant to the Professional Standards Legislation in the State of Victoria

'Parties' means You and/or Us as the context dictates.

'Quotation' means the written quote provided by Us in relation to the Services.

'Relevant Date' means the specific date that our opinion is stated to apply where we are instructed to value at a specific date other than the date of inspection.

'Services' means the Valuation, Valuation Services, asset management, property management, facilities management or consultancy services or advice provided by Us pursuant to these Terms and Conditions and the Quotation.

'Valuation' shall include a Valuation, Valuation services, or feasibility study, made or given in relation to any real or personal property, freehold or leasehold property, asset, liability or item or items of plant and machinery, proposed development, infrastructure, carbon, water or native title property right, business, fixtures, fittings or other property;

'Valuation Services', shall include any oral or written advice, opinion, recommendation or statement communicated to the Client by Us consequent upon or incidental to the request for a Valuation;

'Valuer' means the individual valuer that has undertaken the valuation or valuation services;

'We', 'Us', 'Our (s)' means Preston Rowe Paterson Horsham & Wimmera Pty Ltd, our employees, contractors, servants and agents;

'You', 'Your' means the Client engaging Us to perform the Valuation, Services or Valuation Services;

Quotation

6. Prior to commencing work We will provide you with a Quotation that sets out who the report is for; the purpose for which the report is being prepared and the fee to be charged. You agree that:
 - (a) you will not use any advice we provide for any purpose other than as stated in the Quotation;
 - (b) you will not pursue any claim against Us for any loss you suffer because you have used Our advice for any other purpose;
 - (c) you will keep this report confidential, unless otherwise agreed by Us in writing; and
 - (d) you will indemnify Us in relation to any loss suffered by a third party that relies on Our advice without first receiving our written consent to do so.

Your Obligations

7. You agree that:
 - (a) You will not use any advice We provide for any purpose other than as stated in the Quotation;
 - (b) You will not pursue any claim against Us for any loss You suffer because You have used Our advice for any other purpose;
 - (c) You will keep this report confidential, unless otherwise agreed by Us in writing; and
 - (d) You will indemnify Us in relation to any loss suffered by a third party that relies on our advice without first receiving Our written consent to do so.
8. You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Valuation, Valuation Services or Services. You also accept all risk and any loss that might occur should

you withhold any relevant information from Us.

9. You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Valuation, Valuation Services or Services are provided with the authority of the authors of those reports.
10. You authorise and license Us to incorporate Your intellectual property within Our report(s).
11. The Valuation and all Valuation Services are provided by Us solely for the use of the Client. You will not release any part of Our valuation or consultancy report or its substance to any third party without the written consent of one of Our Directors. Such consent will be provided at Our absolute discretion and on such conditions as We may require including that a copy of these Terms and Conditions must be provided to such third party. This clause shall not apply to persons noted as recipients in Your prior instruction to Us or in the Quotation provided. You are obligated to provide any such recipient with a copy of these Terms and Conditions.
12. If You release any part of the valuation or consultancy advice or its substance with Our written consent, You agree: a) to inform the other person of the terms of our consent; and b) to compensate Us if You do not do so. We have no responsibility to any other person even if that person suffers damage as a result of any other person receiving this Valuation, Valuation Services, Services or consultancy advice.
13. You are agree that We do not and will not assume any responsibility to any person other than the Client for any reason whatsoever including, without limiting the generality of the foregoing, for breach of contract, negligence (including negligent mis-statement) or wilful act or default of itself or others by reason of or arising out of the provision of the Valuation, Valuation Services or Services and notwithstanding that any damages have been suffered or incurred by that person as a result of the provision of this Valuation or those Valuation Services to the Client or the use of either of them (or any part of either of them) by the Client for any purpose whatsoever;
14. You must pay our Fees within 14 days of the date of a correctly rendered invoice, unless otherwise dealt with in the Quotation. Fees that remain unpaid for a period of 30 days or more will attract an administration charge of 2% of the total of the invoice calculated per month or part thereof.
15. You agree that We reserve the right to reconsider or amend the Valuation, Valuation Services, Services or consultancy advice, or the Fee set out in Our Quotation to You, if we identify information or facts that were not provided to Us at the time of quoting that reveal that the task is much greater than we initially anticipated from the information you provided. In such circumstances, once We have identified additional issues that necessitate additional work, we will advise you of the additional fees for additional time required to complete the task.
16. You agree that neither the whole nor any part of Our Valuation or the substance of any of Our Valuation Services or Services may be communicated to any third party (whether by way of inclusion in a document, circular, statement, prospectus, Product Disclosure Statement (PDS), public offer document or otherwise) without first obtaining the written consent of one of Our Directors. Neither the whole nor any part of Our valuation report or Valuation Services report or any reference to it may be included in any published document, circular or statement, prospectus, Product Disclosure Statement (PDS), public offer document, nor published in any way, without written approval by one of Our Directors as to the form and context in which our Valuation or Valuation Services may appear. Notwithstanding the foregoing, the Client agrees that in the event that it does communicate to a third party the whole or any part of this Valuation or the Valuation Services it shall also communicate to that third party these Terms and Conditions. Furthermore You agree to

indemnify Us in the event of any failure so to do;

17. You agree that every right, immunity, exemption and limitation or liability in these terms and conditions shall continue to have its full force and effect in all circumstances notwithstanding any breach of contract or the Terms and Conditions hereof by Us or any person entitled to the benefit of these Terms and Conditions;
18. You agree that if any provision or any part of a provision hereof is unenforceable for any reason whatsoever, such unenforceability shall not affect any other part of such provision or any other provision of these Terms and Conditions;
19. You will only use the valuation or valuation services for the specific purpose stated by us. You agree that you will not use the valuation or valuation services for any other purpose, unless you have our expert's written consent to do so.

Intellectual Property

20. All Our intellectual property contained within any advice We provide, remains Our property. We only grant you licence to use Our intellectual property to carry out the purpose for which the advice was provided.

Length of Time Our Valuation or Valuation Services can be relied upon

21. Our Valuation and or Valuation Services are current at the Date of Valuation only. The value assessed in Our Valuation or Valuation Services Report may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, We do not assume responsibility or accept any liability where the valuation is relied upon after the expiration of ninety (90) days from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. Notwithstanding the above You accept that our Valuation and or Valuation Services are current as at the Date of Valuation only and no representation or warranty is made as to the future value of the property.

Assignment of Valuation or Valuation Services

22. You acknowledge that We reserve the right, at Our absolute discretion, to determine whether or not to assign Our valuation to any third party. Without limiting the extent of Our discretion, We may decline a request for assignment where:
 - a) the proposed assignee is not a major recognised lending institution (such as a bank or other lender regulated by the Banking Act 1959);
 - b) the assignment is sought in excess of 3 months after the date of valuation;
 - c) we consider that there has been a change in conditions which may have a material impact on the value of the property;
 - d) the proposed assignee seeks to use the valuation for an inappropriate purpose; or
 - e) Our Fee has not been paid in full.
23. Where We decline to provide an assignment We may be prepared to provide an updated valuation on terms to be agreed at that time.
24. In the event that You request us to assign Our valuation and We agree to do so, You authorise Us to provide to the assignee a copy of these Terms and Conditions, the original

Quotation and any other document, including instructions provided by You, relevant to the scope of Our Valuation or Valuation Services.

Property or Valuation Circumstance Specific Qualifications, Assumptions and Conditions Precedent within our reports

25. We are providing You with our professional opinion as valuers. Our opinion is usually provided by way of a valuation report. That report will set out a number of important qualifications, assumptions and conditions precedent which We may need to make, in addition to these Terms and Conditions, relative to the circumstances of the particular property or properties (real or personal property) under consideration.
26. You agree to read these qualifications, assumptions and conditions precedent carefully, and understand that if the assumptions that we have made or relied on are circumstances that do not prevail or eventuate, or are found later to be inaccurate, Our opinion as to value may be materially different. You agree to solely bear the risk in relation to any loss you might suffer, should this occur.
27. The qualifications, assumptions, and conditions precedent that We make will usually depend on the circumstances of the property being valued and are made in relation to matters that We do not have expertise to verify or We cannot verify information provided to Us within the time required to complete the valuation. These will be set out in detail in the Valuation, Valuation Service report or Services report that We provide to You.
28. These qualifications, assumptions and conditions precedent typically will relate to:-
 - (a) Land contamination and environmental risk;
 - (b) Planning Information;
 - (c) Planning and Development Controls and Consents;
 - (d) Title including Notifications on Title such as Easements, Caveats, Restrictions and other dealings;
 - (e) Building Areas;
 - (f) Building Structural Integrity;
 - (g) Building Compliance with the Building Code of Australia;
 - (h) Pest Infestation;
 - (i) Leases, Licences and Tenancies;
 - (j) Strata Title Certificates;
 - (k) Plant and Equipment within Buildings;
 - (l) The veracity of and sources of Sales and Letting Information and Transaction Data;
 - (m) The nature of forecasting, future value assessment and discounted cash flow analysis;
 - (n) The basis of Value where access to the property is restricted; and
 - (o) Whether or not the property has been completed where a development.
29. You agree that we will include property specific qualifications, assumptions and conditions precedent within Our reports as circumstances require. Furthermore You agree that it is Your responsibility to carefully read and consider these qualifications, assumptions and conditions precedent and discuss them with Us if they cause You any concern.

Pecuniary Interest

30. You acknowledge that We do not have any pecuniary interests in the subject property, the property owner, the Responsible Entity or the manager/ promoter of the scheme or the Product Disclosure Statement;

Undertaking and Statement by the Valuer

31. You acknowledge that We confirm that the valuer whom has undertaken this Valuation or Valuation Services is registered and qualified to carry out the valuation of properties. Furthermore We confirm that the valuer has had 5 years continuous experience in valuation, including more than 2 years' experience in Australia and including experience in valuing properties in the locality where the subject property is situated or in valuing properties of a similar nature.

COVID-19

32. Our valuation has been prepared at a time when the economy and real estate markets for all asset classes / property types continue to be affected by the ongoing COVID-19 pandemic, some positively and some negatively.

To date, the impact of the pandemic has been characterised by periods of disruption followed by short periods of an almost return to pre-COVID normality and in turn, further outbreaks of the virus causing ongoing economic and real estate market disruption.

The disruption has been in the form of people movement and other restrictions, geographic lockdowns, state and international border closures, all of which have adversely impacted certain sectors of the economy and real estate markets. Also, these COVID-19 pandemic mitigation measures have not been consistently and concurrently applied in inter and intra state and territory geographic locations of Australia, which has at times further exacerbated the impact of the disruption.

Some real estate asset classes/ property types have been more resilient than others based on the extent to which tenants and owners (landlords) and their businesses have been affected. In fact, some asset classes/property types have improved during the rolling COVID-19 pandemic economic disruption.

As is the case in any economic and real estate market cycle, in preparing our valuation we have, where possible, considered recent sales and letting transaction evidence/market activity to inform our direct comparison approaches to valuation. Recent transaction data is more readily available in currently active markets compared to those which are more adversely impacted and where activity may have slowed.

Where rental and sales market activity has slowed for certain asset classes/property types and, as a result, rental and capital values have been or are likely to be impacted, we have made appropriate adjustments to our valuation based on our experience and to the best of our ability as is appropriate. This may have included consideration and adjustment of more dated transaction evidence where there has been limited recent activity. Where we have had to make adjustments in these circumstances, we reserve the right to reconsider our valuation should the particular market correct more than has been anticipated.

Appendix D Land Victoria Report

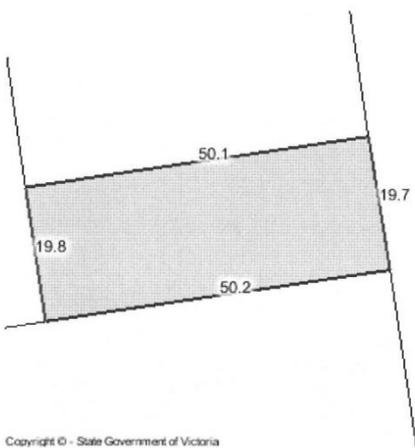


Property Report from www.land.vic.gov.au on 28 October 2021 04:46 PM

Address: DUNCAN STREET WARRACKNABEAL 3393
Crown Description: Allot. 7 Sec. 24 TOWNSHIP OF WARRACKNABEAL
Standard Parcel Identifier (SPI): 7~24\PP5834
Local Government (Council): YARRIAMBIACK **Council Property Number:** N/A
Directory Reference: VicRoads 548 E8

This property is in a designated bushfire prone area. Special bushfire construction requirements apply. Planning provisions may apply.
 Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions
 All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 990 sq. m
Perimeter: 140 m

For this property:
 — Site boundaries
 — Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at **Title and Property Certificates**

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State Electorates
Legislative Council: WESTERN VICTORIA
Legislative Assembly: LOWAN

Utilities
Rural Water Corporation: Grampians Wimmera Mallee Water
Urban Water Corporation: Grampians Wimmera Mallee Water
Melbourne Water: outside drainage boundary
Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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DUNCAN-STREET-WARRACKNABEAL-DETAILED-PROPERTY-REPORT Page 1 of 2



Planning Zone Summary

Planning Zone: [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

Planning Overlay: None

Planning scheme data last updated on 25 October 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

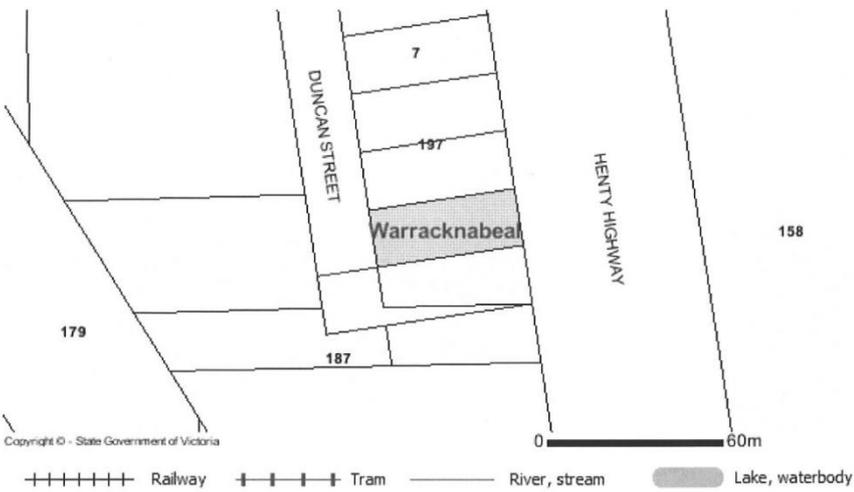
The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



Copyright © - State Government of Victoria

0 60m

+++++ Railway + + + + + Tram ——— River, stream ■ Lake, waterbody

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DUNCAN-STREET-WARRACKNABEAL-DETAILED-PROPERTY-REPORT Page 2 of 2

15.5 Lease of Council Property at Hopetoun Bowls club and facilities.

Prepared by Director Community Development and Wellbeing, Gavin Blinman.

SUMMARY

The Hopetoun Bowls Club Inc have used the facilities at Hopetoun bowling green for many years as a committee of management. Changes under the new Local Government Act 2020 do not recognise them as a management committee so a lease of premises is required.

RECOMMENDATION

That Council approves a new lease for 5 years at \$1 per year to Hopetoun Bowls Club Inc.

Moved Cr K Kirk Seconded Cr T Hamilton

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Lease for Hopetoun Bowls Club and Facilities](#)

DISCUSSION

Hopetoun bowling green and facilities have been managed by a local committee for many years, with the new Local Government Act these committees are no longer formally recognised, and council needs to decide if a lease option or a Community Asset committee is the best option for the ongoing management of this facility.

As the management committee is incorporated, they can be offered a community lease and continue to manage the facilities on Council's behalf and have local control and direction.

After a meeting with the club, they have agreed that a lease is their preferred option. Council benefits by having local people volunteer to manage and care for the facilities into the future.

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 25 August 2021, 18 Cromie Street Rupanyup.

OPTIONS

Make committee a community asset committee.

SUSTAINABILITY IMPLICATIONS

Discuss whether the subject matter of the report raises any sustainability implications.

- Economic: Council saves with community volunteers maintaining asset
- Social : Community recreational facility maintained by community
- Environmental : Low impact
- Climate change): Nil

MINUTES	Ordinary Meeting of Council
Issue Date: 24 November 2021	

- Financial: Reduced maintenance costs in long run with community volunteers

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.

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

RISK

Assess the risk for the decision.

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

Strategic Description Residual Risk Level	Risk and	Action to Mitigate/Reduce Risk	Does maintain or reduce Residual Risk Level	Action or Residual Risk Level
Reputational Risk - Residual Risk Level Low		Giving community access to recreational facilities	Reduces	Residual Risk Level
Financial Risk - Residual Risk Level Medium		Volunteers assisting council with local maintenance	Reduces	Residual Risk Level

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Local Government Act 2020

CONFLICTS OF INTEREST

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

**Standard Form Lease –
Building Lease / Community**

YARRIAMBIACK SHIRE COUNCIL

and

Hopetoun Bowls Club Inc

LEASE (WHOLE BUILDING AND LAND)

Premises: 4 Austin 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")

[## NOTE: this lease does not make provision for a personal guarantee to be provided. If a personal guarantee is to be provided, legal advice should be obtained and appropriate clauses inserted]

RECITALS

- A The Landlord is the registered proprietor of the Premises.
- B **[##]** The Landlord aims to:
 - maximise the use of community assets and maximise community benefit arising from the use of community assets, including the Premises; and
 - ensure that community assets, including the Premises, are appropriately and responsibly managed, in consideration of the environment, community impact and involvement, and the overall wellbeing of the community.
- C The Landlord has agreed to lease the Premises to the Tenant on the terms and conditions set out in this lease and so as to achieve the objectives referred to above.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this lease, unless the contrary intention appears:

- 1.1 "**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.
- [## NOTE: there is no provision for a security deposit/bank guarantee under this lease. If this is required, a definition needs to be inserted, plus an additional general clause, plus schedule item]
- 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 11 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 16 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 licence to use the Common Areas together with the Landlord, other occupants of the Building and any other persons permitted by the Landlord to use the Building throughout the Term

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; and
- (b) in the manner set out in item 9 of Schedule 1.

4.1.2 In the event that the Tenant requests, and the Landlord agrees (at its absolute discretion) to a change in the Permitted Use, the Landlord reserves the right to require that the Rent or any other term of this lease be varied.

4.2 Rates and Taxes

The Tenant must:

4.2.1 pay direct to the relevant authority (as and when they fall due for payment) or reimburse the Landlord (within 7 days of demand) the Tenant's Proportion of all Rates and Taxes.

4.3 Services

4.3.1 The Tenant must pay all assessments, levies, charges and consumption costs for electricity, gas, water and telecommunications services, air conditioning and ventilation systems and security 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.

4.3.3 If any of the services referred to in clause 4.3.1 cannot be directly assessed on the Premises, the Tenant must pay the proportion that the Lettable Area of the Premises bears to the Lettable Area of the land or the building upon which the services are assessed.

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 **Costs incurred by Landlord**

The Tenant must pay or reimburse the Landlord on request all reasonable costs (including legal costs and disbursements) incurred by the Landlord in connection with:

- 7.1.1 any assignment (or proposed assignment) of this lease, or any subletting or licence (or any proposed subletting or licence) of the Premises;
- 7.1.2 any approval, variation, mortgage, charge or surrender concerning this lease including costs payable to a person appointed to evaluate or supervise any matter;
- 7.1.3 any breach of this lease by the Tenant; and
- 7.1.4 the exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, by the Landlord of any rights or remedies under this lease.

7.2 **Other costs**

Anything the Tenant is required to do under this lease must be done at the Tenant’s cost.

8 **INTEREST ON OVERDUE MONEY**

If the Tenant is late in paying the Landlord any money payable by it under this lease, the Tenant must pay interest on that money from the due date for payment until the money is paid in full. The rate of interest is 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 (and for no other 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 conduct any auction sale or public meeting in or around the Premises;
- 9.5 not sell or distribute any tobacco products from the Premises;

- 9.6 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;
- 9.7 not install or operate vending or amusement machines in the Premises;
- 9.8 not allow gambling of any kind at the Premises;
- 9.9 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;
- 9.10 not burn rubbish in the Premises or Building;
- 9.11 not use any lavatories, grease traps, drains or other sanitary facilities for any purpose other than that for which they were designed;
- 9.12 not bring, allow or permit any animal or pet on the Premises other than guide dogs, except if the Landlord gives prior consent;
- 9.13 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;
- 9.14 not obstruct or interfere with the Landlord's or any other occupier's use of the Common Areas;
- 9.15 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;
- 9.16 take all precautions required by law against fire and comply with all regulations and directions of any authority in relation to fire prevention;
- 9.17 not without the Landlord's prior written consent, store or use any dangerous, toxic, explosive or inflammable substances in the Premises or Building;
- 9.18 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;
- 9.19 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;
- 9.20 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;
- 9.21 comply with the following requirements in relation to any outdoor area (including any outdoor playing area) which forms part of the Premises:
 - 9.21.1 not bring any soil, sand, or tan bark or similar product onto the Premises unless approved in advance by the Landlord in writing;

- 9.21.2 not plant any vegetable gardens at the Premises other than in separate planter boxes or pots; and
- 9.21.3 not allow any digging at the Premises without the Landlord's written approval;
- 9.22 comply with any Building rules in force from time to time that are notified in writing by the Landlord to the Tenant; and
- 9.23 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.
- 10.1.2 The Tenant must, at its own cost, install and maintain a security alarm for the Building. The Tenant must provide the Landlord with all relevant codes for the security alarm upon installation, and whenever the codes are updated.

10.2 Keys and Security

The Landlord will allocate keys and/or security cards to the Tenant to allow access to the Building. The Tenant must maintain a current list of those persons retaining keys or security cards for the Building and provide the Landlord with this list at the commencement of the lease and whenever the list is amended.

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 12 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 within 7 days of the Commencement Date, on each anniversary of the Commencement Date and at any other time upon request by the Landlord.

12.2 **Policy requirements**

The insurance policies under clause 12.1 must contain terms and conditions approved by the Landlord and be taken out with an insurer approved by the Landlord (which approval may not be unreasonably withheld).

12.3 **Tenant not to prejudice insurance**

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

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

12.4 **Compliance with insurer's requirements**

The Tenant must comply with the requirements of any insurer under any insurance policy for the Premises or Building or property in the Premises (whether taken out under this lease or otherwise).

12.5 **Where premium increased**

If the Tenant causes an increase in any premium payable by the Landlord for any insurance effected by the Landlord for the Premises or Building or property in the Premises (whether taken out under this lease or otherwise), the Tenant must pay the Landlord, on request, the increase in the premium.

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) fix or place signs, notices or advertisements which are visible from outside the Premises in any place in or near the Premises; or
 - (e) interfere with or alter any Essential Safety Measure,

("Works").
- 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 sub-let, licence or part with possession or share the Premises without the Landlord's prior written consent which consent may be:
 - (a) given;
 - (b) given subject to conditions, including the right of the Landlord to:
 - (1) amend the rent;
 - (2) amend any other term of this lease; and
 - (3) require the parties to the transaction to enter into a written sublease or licence agreement in the form required by the Landlord; or
 - (c) withheld at the Landlord's absolute discretion; or
- 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; or
- 14.2.2 beneficially hold more than one half of the issued share capital,

being different from the person or persons who were in that position at the Commencement Date, will be deemed to be an assignment of this lease which will require the prior written consent of the Landlord.

15 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 a judgement or order for \$10,000.00 or more is enforced or becomes enforceable against the Tenant's interest in this lease or the Tenant's Property;
- 20.1.4 the Tenant is a corporate body other than a public company listed on Australian Stock Exchange Limited and:
 - (a) an order is made or resolution is passed to wind up the Tenant except for reconstruction or amalgamation;
 - (b) the Tenant goes into liquidation;
 - (c) the Tenant has a receiver (including a provisional receiver) or a receiver and manager of any of its assets, or an administrator appointed; or

- (d) the Tenant proposes a re-organisation, moratorium or other administration involving all or any class of its creditors except for reconstruction or amalgamation;

20.1.5 the Tenant being an individual:

- (a) becomes bankrupt; or
- (b) takes, or tries to take advantage of, Part X of the *Bankruptcy Act 1966* (Cth); or

20.1.6 the Tenant enters into a scheme of arrangement or composition with, or assignment for the benefit of, any of the Tenant's creditors.

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 13 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 14 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 13 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, facsimile number or email address specified in item 15 of Schedule 1, as varied by any notice; and

40.1.3 hand delivered or sent by prepaid post to that address, sent by facsimile transmission to that number, 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 facsimile transmission, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within 8 business hours after that transmission, the recipient informs the sender that it has not received the entire notice; or

40.2.4 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 16 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>Hopetoun Bowls Club Inc</i> <i>4 Austin st Hopetoun 3396, ABN 61059165361</i>	
2	COMMENCEMENT DATE: (Clause 1.2)	
3	EXPIRY DATE: (Clause 1.7)	
4	TERM: (Clause 1.31)	<i>5 years</i>	
5	PERMITTED USE: (Clause 1.15)	<i>Lawn Bowls and club functions</i>	
6	BUILDING AND LAND: (Clause 1.2)	6.1	Building: Bowls Club and Outbuildings 4 Austin st, Hopetoun 3396
		6.2	Land: The land described in Certificate of Title Volume 1\TP687492 Folio 5517367, and known as 4 Austin st, Hopetoun 3396
7	PREMISES: (Clause 1.18)	<i>Land and Buildings at 4 Austin st , 70 Evelyn st.</i>	
8	RENT: (Clause 1.21)	\$ 1	per annum
9	FREQUENCY OF PAYMENT OF RENT: (Clause 4.1.1(b))	* The Rent is payable annually in advance on or before the 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 *# Not applicable / % increase / CPI adjustment / Market
11	TENANT'S PROPORTION OF	11.1	In relation to Rates and Taxes relating to the

Item	RATES AND TAXES: (Clause 1.30)	Premises only and capable of separate assessment: 100%
		11.2 In relation to all other Rates and Taxes not referred to in 11.1 the proportion that the Lettable Area of the Premises bears to the Lettable Area of the land or the building upon which the Rates and Taxes are assessed.
12	AMOUNT OF PUBLIC LIABILITY INSURANCE: (Clause 12.1.1)	\$20 million
13	OPTIONS: (Clause 26.1)	2 option(s) for a further term of 5 years [*delete and replace with "Nil" if there is no option to renew]
14	LAST DATE FOR EXERCISE OF OPTION: (Clause 26.1.3)	6 months prior to the Expiry Date, being
15	ADDRESSES OF EMAIL CONTACT OF PARTIES: (Clause 40.1)	Landlord's address: <i>34 Lyle st Warracknabeal 3393</i> Email address for Landlord: <i>info@yarriambiack.vic.gov.au</i> Tenant's address: <i>4 Austin st , st Hopetoun 3396</i> Email address for Tenant:
16	SPECIAL CONDITIONS: (Clause 2.1.3)	* Nil/[# List any special conditions] 1. Retail Leases Act The parties acknowledge and agree that the Retail Leases Act 2003 does not apply to this lease for the following reason: Community Lease only 2. Annual Reporting Guidelines The Tenant must give to the Landlord, within 4 weeks of the Tenant's annual general meeting, a report

Item

containing such information as the Landlord may require, including but not limited to the information set out in Schedule 5.

3. Hours of Operation

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

4. Working with Children

(a) Without limiting clause 9.18, 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.

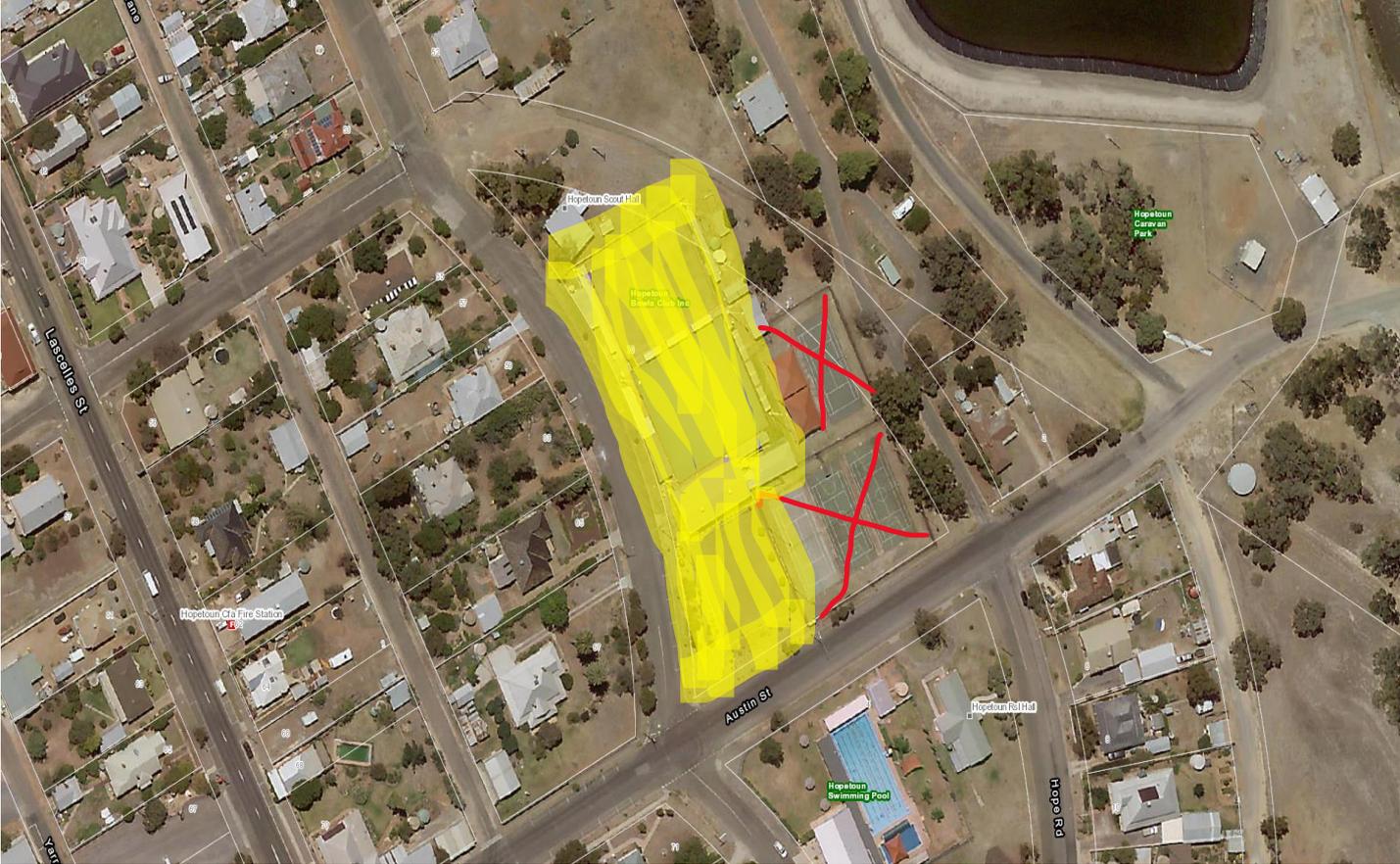
(ii) The Tenant must ensure that no employee nor volunteer with a negative notice under the WWC Act works with children at the Premises.

(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 9.18, 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



SCHEDULE 3
TENANT'S PROPERTY

SCHEDULE 4
MAINTENANCE SCHEDULE

SCHEDULE 5

ANNUAL REPORTING GUIDELINES

Copy of ANNUAL REPORT to be provided at Councils request.

EXECUTED as a deed

amend/delete as appropriate

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

..... Chief Executive Officer

..... Councillor

..... Councillor

amend/delete as appropriate:

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

Rosebery Rainbow Road – Bus Route needs safety works undertaken.

M Evans response - Will follow up on the progress of this road.

Cr K Kirk

Meeting with CEO of Rural Northwest Health to discuss the dialysis room.

J Holmes response – Will follow up with the CEO with a date.

Moved Cr K Kirk Seconded Cr G Massey that Council move into Closed Session at 11:36am

Carried

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

Carried

Moved Cr T Hamilton Seconded Cr G Massey that Council bring the recommendations from Closed Session items in the Open Session

Carried

17 CLOSED SESSION – Reports for Decision

17.1 C2-2021 Kerb and Channel Tender

RECOMMENDATION

That Council accepts the tender from Wilmore contractors for the sum of \$515,235.00 for contract C286-2021 – Kerb & Channel Works 2020/22.

Moved Cr C Lehmann Seconded Cr K Kirk

That the recommendation be adopted

Carried

18 Next Meeting

8 December 2021

CLOSE 11:40am

_____ **Mayor**