



MINUTES

Ordinary Meeting of Council

9:30am Wednesday 28 April 2021

VENUE:

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

Next Meeting

Wednesday 26 May 2021

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

OUR VISION:

MINUTES	Ordinary Meeting of Council	
Issue Date: 28 April 2021		

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

OUR VALUES:

Customer Service

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

CONTINUOUS IMPROVEMENT:

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

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18 Next Meeting**Recording**

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

Live Streaming

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

1 WELCOME

2 ACKNOWLEDGEMENT AND PRAYER

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

Acknowledging Traditional Owners

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

Prayer

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

Amen

3 PRESENT

CHAIRPERSON:

Cr Graeme Massey Warracknabeal Ward

COUNCILLORS:

Councillor Kylie Zanker Warracknabeal Ward

Councillor Tom Hamilton Dunmunkle Ward

Councillor Corinne Heintze Dunmunkle Ward

Councillor Andrew McLean Hopetoun Ward

Councillor Chris Lehmann Hopetoun Ward

OFFICERS:

Tammy Smith Director Business, Strategy & Performance

Gavin Blinman Director Community Development & Wellbeing

Michael Evans Director Asset & Operations

4 APOLOGIES OR REQUEST FOR LEAVE OF ABSENCE

Jessie Holmes Chief Executive Officer

Councillor Karly Kirk Warracknabeal Ward

5 CONFIRMATION OF MINUTES

5.1 Minutes of the Ordinary Council Meeting of 24 March 2021

Minutes of the ordinary Council Meeting held on Wednesday 24 March 2021 be taken as an accurate record and confirmed.

Recommendation:

That the minutes of the Ordinary Meeting of Council held on Wednesday 24 March 2021, as circulated be taken as read and confirmed.

Resolution

Moved Cr T Hamilton Seconded Cr C Heintze

That the recommendation be adopted

Carried

5.2 Minutes of the Closed Council Meeting of 24 March 2021

Minutes of the Closed Council Meeting held on Wednesday 24 March 2021 be taken as an accurate record and confirmed

Recommendation:

That the minutes of the Closed Council Meeting of Council held on Wednesday 24 March 2021, as circulated, be taken as read and confirmed.

Resolution

Moved Cr T Hamilton Seconded Cr C Lehmann

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.

Cr Graeme Massey declared a Conflict of Interest against Item 15.3 Lease on 81 Scott Street, Warracknabeal

Cr Corinne Heintze a declared Conflict of Interest against Item 16.2 SHARE grants

Cr Karly Kirk declared Conflict of Interest against Item 17.3 Warracknabeal Kindergarten

Cr Andrew McLean declared Conflict of Interest against Item 17.5 Financial Hardship Application

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

Nil

9 CORRESPONDENCE

Nil

10 SPECIAL COMMITTEES

Nil

11 ACTIVITY REPORTS

11.1 Mayor's Report

Prepared by Graeme Massey

24 March	Attended Yaapeet Community Engagement Meeting
29 March	Met with Members of Federal Governments drought recovery team at Murtoa
30 March	Met with Stuart Grimley MP in Warracknabeal
31 March	Attended Beulah Community Engagement Meeting
2 April	Opened Warracknabeal Arts Council Annual Art Show
6 April	Attended Warracknabeal Townscape Meeting
7 April	Met with Tania Maxwell MP in Hopetoun
14 April	Attended Council Forum
16 April	Opened Yarriambiack Creek History Board in Warracknabeal Attended Meeting with Wimmera Mayors and Media via ZOOM
17 April	Attended opening of Minyip Recreation Reserve Oval
19 April	Opened Hopetoun Bowls Carnival
20 April	Attended Warracknabeal Tourist Information Centre Committee Meeting
25 April	Attended ANZAC day services at Sheep Hills and Warracknabeal
26 April	Attended Rural Councils Victoria Communications Course at Warracknabeal Met with Peter Walsh MP at Warracknabeal Attended Anzac Park User Group Meeting at Warracknabeal

11.2 Councillor's Reports

Cr A McLean

- 30 March Attended Drought flood recovery information session at Hopetoun
- 31 March Attended Council Community Engagement Session at Beulah
- 7 April Met with Tania Maxwell MP at Hopetoun
- 14 April Attended Council Forum
- 15 April Attended community meeting at Yaapeet regarding Library Services
- 25 April Attended ANZAC Service in Patchewollock
- 27 April Attended Rural Councils Victoria Communications Training in Warracknabeal

Cr T Hamilton

- 8 April Met with Minister Mary Anne Thomas regarding the Rupanyup Supermarket Project
- Met with Mary-Anne Thomas MP regarding Rupanyup Supermarket
- 14 April Attended Council Forum
- 20 April Attended Progress Association Meeting in Murtoa
- 25 April Attended ANZAC day service in Murtoa

Cr K Zanker

- 14 April Attended Rural Financial Counselling Meeting
- 21 April Attended Youth Action Council Meeting

Cr C Lehmann

- 24 March Attended Community Engagement Meeting at Yaapeet
- 31 March Attended Community Engagement Meeting at Beulah
- 14 April Attended Council Forum
- 15 April Attended Yaapeet Words on Wheels Community Meeting
- 28 April Attended Council Meeting

Cr C Heintze

- 25 March Grampians Central West Waste and Resource Recovery Group Executive Officer Update
- 29 March Rupanyup Community Consultation and Federal Drought Roadshow at Murtoa
- 7 April Met with Tania Maxwell MP in Hopetoun
- 8 April Met with Minister Mary Anne Thomas regarding the Rupanyup Supermarket Project
- 14 April Attended Council Forum
- 17 April Attended first Wimmera Football League Match (Burras / Eagles) on Minyip Recreation Reserve's new playing surface with a recognition of Drought Funding and volunteer efforts
- 25 April Attended ANZAC day wreath laying and march at Minyip
- 26 April Attended RCV Communications Training at Warracknabeal
- 27 April Received email notifying of the reappointment to the Grampians Central Waste Group for another 12 months

Cr K Kirk

- 30 March Met with Stuart Grimley in Warracknabeal
- 31 March Attended Community Engagement Meeting in Beulah
- 13 April Attended Wimmera Development Association Board Meeting
- 14 April Attended Council Forum
- 16 April Attended Wimmera Development Association Executive Meeting
- 19 April Attended Warracknabeal Girl Guides Promise Ceremony and AGM
- 20 April Attended Wimmera Development Association Induction

11.3 Chief Executive Officer Report

Prepared by Jessie Holmes

- 25/3 DEWLP Wimmera Housing Amendment PCG Meeting
- 1/4 Wimmera Mallee Tourism BBRF Meeting
- 6/4 Mallee Silo Art PCG Meeting
- 7/4 Lake Marma Committee of Management Meeting
- 8/4 MAV CEO Forum via zoom
- 13/4 WDA Meeting
- 14/4 Council Forum Budget session
- 16/4 WSM Regional Housing Taskforce PCG Meeting
- 21/4 Strengthen Care for Children (formerly By5) PCG Meeting
- 22/4 WSM Regional Partnership
 - Gender Equality Ministerial Advisory Committee meeting
- 23/4 RDA Employment PCG Meeting
 - North West Municipality Strategic Planning meeting
- 26/4 ANZAC Park Masterplan meeting
- 27/4 Mallee Silo Art PCG Meeting

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12 REPORTS FOR DECISION – OFFICE OF THE CHIEF EXECUTIVE OFFICER

Nil

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 Finance Report March 2021

Prepared by Anita McFarlane, Manager Corporate Services (Principal Accounting Officer)

RECOMMENDATION:

That the Finance Report as of March 2021 be received.

Resolution

Moved Cr K Zanker Seconded Cr C Heintze

That the recommendation be adopted

Carried

[Attachment: Finance Report March 2021](#)

Yarriambiack Shire Council

Profit & Loss Statement by Resources

AS AT 31ST MARCH 2021

	MAR ACTUALS	ANNUAL BUDGET	YTD ACTUALS	VARIANCES	
	\$	\$	\$	\$	%
Operating Income					
Asset Disposal	58,416	287,150	194,750	92,400	32%
Grants Commonwealth Capital	311,738	2,528,000	2,405,795	122,205	5%
Grants Commonwealth Operating	300,859	6,904,836	3,451,071	3,453,765	50%
Grants Vic Capital	65,316	138,000	440,791	(302,791)	(219%)
Grants Vic Operating	235,841	1,728,000	4,138,380	(2,410,380)	(139%)
Other Income	(719,054)	384,336	492,485	(108,149)	(28%)
Rates and Charges	(873)	12,758,285	12,632,614	125,671	1%
Statutory Fees and Fines	15,897	184,000	110,014	73,987	40%
User Fees	69,990	968,658	530,248	438,410	45%
Total Operating Income	338,129	25,881,265	24,396,148	1,485,117	6%
Operating Expenses					
Cost of Goods Sold - movement in inventory	0	0	34,965	(34,965)	N/A
Asset Disposal	0	358,659	183,369	175,290	49%
Bad & Doubtful Debts	0	500	0	500	100%
Contributions and Donations	22,000	673,682	529,729	143,953	21%
Depreciation Amortisation & Impairment	0	5,193,334	0	5,193,334	100%
Employee Costs	778,127	10,775,653	7,931,746	2,843,907	26%
Materials and Services	543,713	6,139,614	4,590,873	1,548,741	25%
Other Expenses	28,373	1,777,686	1,096,084	681,602	38%
Total Operating Expenses	1,372,213	24,919,128	14,366,766	10,552,362	42%
Total Operating Surplus / (Loss)	(1,034,084)	962,137	10,029,382	(9,067,245)	

Yarriambiack Shire Council

Breakdown of Profit and Loss

FOR THE MONTH OF MARCH 2021

	Mar 2021	YTD
	Actuals	Actuals
Operating Income		
Asset Disposal	58,416	194,750
Asset Disposal - Proceeds of Sale	58,416	194,750
Grants Commonwealth Capital	311,738	2,405,795
Grants Commonwealth Capital - Roads to Recovery	311,738	1,587,568
Grants Commonwealth Capital - Other	0	818,227
Grants Commonwealth Operating	300,859	3,451,071
Grants Commonwealth Operating - FAG Roads	0	793,719
Grants Commonwealth Operating - FAG General	0	1,302,995
Grants Commonwealth Operating - Aged Care	137,846	592,662
Grants Commonwealth Operating - Meals on Wheels	20,052	97,176
Grants Commonwealth Operating - Other	142,960	664,520
Grants Vic Capital	65,316	440,791
Grants VIC Capital - Preschools	65,316	145,316
Grants VIC Capital - Roads	0	195,475
Grants VIC Capital - Other	0	100,000
Grants Vic Operating	235,841	4,138,380
Grants VIC Operating - Preschools	92,007	832,480
Grants VIC Operating - Maternal and Child Health	30,769	273,781
Grants VIC Operating - Sustainability	5,281	87,481
Grants VIC Operating - Youth	0	44,833
Grants VIC Operating - Aged care	1,547	13,675
Grants VIC Operating - Other	106,237	2,886,130
Other Income	(719,054)	492,485
Other Income - Interest	0	5
Other Income - Workcover Reimbursements	0	2,376
Other Income - Contributions	14,019	17,019
Other Income - Insurance Recoupment	0	3,545
Other Income - Employee Contributions	0	37,796
Other Income - Fire Services Levy	(736,471)	200,779
Other Income - Income Protection	0	81,711
Other Income - Recycling	0	34,706
Other Income - Other	3,398	114,549
Rates and Charges	(873)	12,632,614
Rates and Charges - Residential Rates	0	2,129,963
Rates and Charges - Commercial Rates	0	350,730
Rates and Charges - Farm/Rural Rates	0	8,711,808
Rates and Charges - Municipal Charge	0	383,516
Rates and Charges - Waste Management Garbage	0	780,117
Rates and Charges - Waste Management Recycling	0	424,826
Rates and Charges - Pensioner Concession	(873)	(148,346)
Statutory Fees and Fines	15,897	110,014
Statutory Fees and Fines - Animal Control	7,164	10,329
Statutory Fees and Fines - Planning	1,104	31,283
Statutory Fees and Fines - Building	6,587	60,234
Statutory Fees and Fines - Health	285	1,365
Statutory Fees and Fines - Other	756	6,802
User Fees	69,990	530,248
User Fees - Aged and Health Services	4,251	40,802
User Fees - Aged and Health Services Brokerage	9,308	68,171
User Fees - Meals on Wheels	9,191	52,495
User Fees - Meals on Wheels Brokerage	2,991	23,601
User Fees - Leisure Centre and Recreation	105	1,338
User Fees - Caravan Park	15,474	148,053
User Fees - Waste Management Services	8,781	62,780
User Fees - Rents	944	27,095
User Fees - Saleyard	15,018	64,766
User Fees - VicRoads	0	5,749
User Fees - Rates	185	728
User Fees - Other	3,743	34,671
Total Operating Income	338,129	24,396,148

	Mar 2021	YTD
	Actuals	Actuals
Operating Expenses		
Cost of Goods Sold - movement in inventory		34,965
Cost of Goods Sold	0	34,965
Asset Disposal		183,369
Asset Disposal - Cost of Sales	0	183,369
Contributions and Donations	22,000	529,729
Contributions and Donations - Community Groups	22,000	49,976
Contributions and Donations - Community Halls	0	36,477
Contributions and Donations - Economic Development	0	14,264
Contributions and Donations - Recreation Reserves	8,361	171,668
Contributions and Donations - Swimming Pools	0	233,226
Contributions and Donations - Weir Pools	0	24,118
Employee Costs	778,127	7,931,746
Employee Costs - Conferences and Training	9,940	151,443
Employee Costs - Councillor Allowances	17,787	166,477
Employee Costs - Income Protection	0	14,657
Employee Costs - Other	0	1,886
Employee Costs - Other Leave	(3,110)	(46,971)
Employee Costs - Personal Leave	182	586
Employee Costs - Pre-Employment Checks	70	590
Employee Costs - Public Holidays	31,631	154,686
Employee Costs - RDO	748	3,551
Employee Costs - Superannuation	61,828	714,303
Employee Costs - Travel	5,351	53,527
Employee Costs - Uniforms and PPE	3,698	35,440
Employee Costs - Wages	547,403	6,081,768
Employee Costs - Workcover	257	239,892
Employee Costs - Annual Leave Paid	57,889	278,395
Employee Costs - Compassionate Leave Taken	289	1,891
Employee Costs - Long Service Leave Taken	14,877	9,670
Employee Costs - Maternity Leave Paid	6,020	16,326
Wages Oncosts Overhead - Sick Leave Taken	23,266	53,629
Materials and Services	543,713	4,590,873
Materials and Services - Building Maintenance	5,489	47,550
Materials and Services - Consultants	15,688	325,104
Materials and Services - Contractors	304,970	1,945,096
Materials and Services - Cost of Meals on Wheels	17,876	167,190
Materials and Services - Equipment Maintenance	41,960	351,653
Materials and Services - External Plant Hire	37,695	444,850
Materials and Services - Fuel	36,234	218,560
Materials and Services - General	5,121	55,257
Materials and Services - Grounds Maintenance	3,651	13,295
Materials and Services - Information Technology and Equipment	17,400	414,217
Materials and Services - Internal Plant Hire	0	0
Materials and Services - Materials	38,611	341,877
Materials and Services - Motor Vehicles	1,774	10,862
Materials and Services - Other	583	29,457
Materials and Services - Stock	0	1,555
Materials and Services - Telecommunications	5,094	62,149
Materials and Services - Utilities - Gas	868	3,778
Materials and Services - Utilities - Power	10,447	110,553
Materials and Services - Utilities - Water	253	47,870
Other Expenses	28,373	1,096,084
Other Expenses - Advertising	7,093	54,105
Other Expenses - Buildings	0	802
Other Expenses - External Auditors	0	27,500
Other Expenses - Bank Fees and Charges	1,325	26,524
Other Expenses - Insurances	0	703,041
Other Expenses - Internal Auditors' Remuneration	0	15,860
Other Expenses - Legal Costs	5,729	37,346
Other Expenses - Meeting Expenses	1,514	9,489
Other Expenses - Operating Lease Rentals	2,520	8,106
Other Expenses - Other	0	0
Other Expenses - Postage and Freight	1,880	15,510
Other Expenses - Printing and Stationery	6,601	44,745
Other Expenses - Subscriptions	1,712	153,057
Total Operating Expenses	1,372,213	14,366,766
Total Operating Surplus / (Loss)	(1,034,084)	10,029,382

Yarriambiack Shire Council

Profit & Loss Statement by Department

AS AT 31ST MARCH 2021

	MAR ACTUALS	ANNUAL BUDGET	YTD ACTUALS	VARIANCES	
	\$	\$	\$	\$	%
Operating Income					
Community Services	386,611	2,876,739	2,408,928	467,811	16%
Corporate Services	(733,342)	17,381,656	13,858,944	3,522,712	20%
Governance	0	0	66,219	(66,219)	N/A
Engineering	372,352	3,216,988	2,779,829	437,159	14%
Economic Development	266,708	481,565	1,733,978	(1,252,413)	(260%)
Recreation, Culture & Leisure	14,123	394,367	2,091,668	(1,697,301)	(430%)
Regulatory Services	17,200	205,240	123,366	81,874	40%
Waste Management	14,477	1,324,710	1,333,216	(8,506)	(1%)
Total Operating Income	338,129	25,881,265	24,396,148	1,485,117	6%
Operating Expenses					
Community Services	264,835	3,245,588	2,096,004	1,149,584	35%
Corporate Services	116,569	1,937,993	1,484,408	453,585	23%
Governance	118,747	2,198,809	1,349,322	849,487	39%
Engineering	499,543	10,868,903	5,928,574	4,940,329	45%
Economic Development	70,267	1,513,014	610,079	902,935	60%
Recreation, Culture & Leisure	42,047	1,960,744	979,063	981,681	50%
Regulatory Services	49,088	941,490	469,833	471,657	50%
Waste Management	211,117	2,252,587	1,449,483	803,104	36%
Total Operating Expenses	1,372,213	24,919,128	14,366,766	10,552,362	42%
Total Operating Surplus / (Loss)	(1,034,085)	962,137	10,029,382	(9,067,245)	

Yarriambiack Shire Council

Balance Sheet

AS AT 31ST MARCH 2021

	Mar 2021	Mar 2020	Variance	% Variance
Assets				
Bank	11,955,354	9,534,211	2,421,143	25%
NAB - General Transaction Account	11,850,682	9,451,488	2,399,195	25%
CBA - Meals on Wheels - Transaction Account	1,406	3,303	(1,897)	(57%)
AMP - On Call Account	398	0	398	N/A
CBA - Transaction Account - Murtoa Community Units Committee	16,257	15,250	1,007	7%
CBA - Transaction Account - Woomelang Retirement Units	33,843	21,689	12,155	56%
CBA - Transaction Account - Hopetoun Swimming Pool	51,627	41,342	10,285	25%
Petty Cash	1,140	1,140	0	0%
Current Assets	8,382,448	4,581,370	3,801,078	83%
Financial Assets	231,757	(69,030)	300,787	436%
Investments	4,320,587	867,057	3,453,529	398%
Inventory	993,275	668,332	324,943	49%
Trade & Other Receivables	2,836,829	3,115,011	(278,182)	(9%)
Fixed Assets	145,151,990	139,161,201	5,990,789	4%
Land	2,522,312	2,444,831	77,481	3%
Plant & Equipment	6,352,057	5,851,345	500,712	9%
Infrastructure Assets	111,630,927	109,537,622	2,093,305	2%
Buildings	22,343,510	21,327,403	1,016,107	5%
Work in Progress - Assets	2,303,184	0	2,303,184	N/A
Non-Current Assets	1,430,944	2,015,903	(584,959)	(29%)
Investments	493,478	801,270	(307,792)	(38%)
Right of Use Assets	937,466	1,214,633	(277,167)	(23%)
Total Assets	166,920,736	155,292,685	11,628,051	7%
Liabilities				
Current Liabilities	5,031,679	6,173,793	1,142,114	18%
Provisions	3,185,321	3,537,759	352,439	10%
Trade & Other Payables	1,465,820	1,389,091	(76,729)	(6%)
Trusts Funds & Deposits	45,734	32,310	(13,423)	(42%)
Lease Liability	334,805	1,214,633	879,828	72%
Non-Current Liabilities	1,294,759	625,587	(669,173)	(107%)
Lease Liability	595,190	0	(595,190)	N/A
Loans & Borrowings	62,286	84,548	22,262	26%
Provisions	637,283	541,039	(96,244)	(18%)
Total Liabilities	6,326,439	6,799,380	472,941	7%
Total Net Assets	160,594,297	148,493,305	12,100,992	8%
Equity				
Equity	160,594,297	150,609,986	12,100,992	7%
Accumulated Surplus	74,584,000	74,520,752	63,248	0%
Reserves	75,980,916	75,780,098	200,818	0%
Retained Earnings	0	(2,559,211)	2,559,211	100%
Current Earnings	10,029,382	751,666	9,277,716	270%
Total Equity	160,594,297	150,609,986	12,100,992	8%

13.2 Revenue Report April 2021

Prepared by Chantelle Pitt, Revenue Coordinator

RECOMMENDATION

That the Revenue Report as of April 2021 be received.

Resolution

Moved Cr C Lehmann Seconded Cr T Hamilton

That the recommendation be adopted

Carried

[Attachment: Revenue Report April 2021](#)

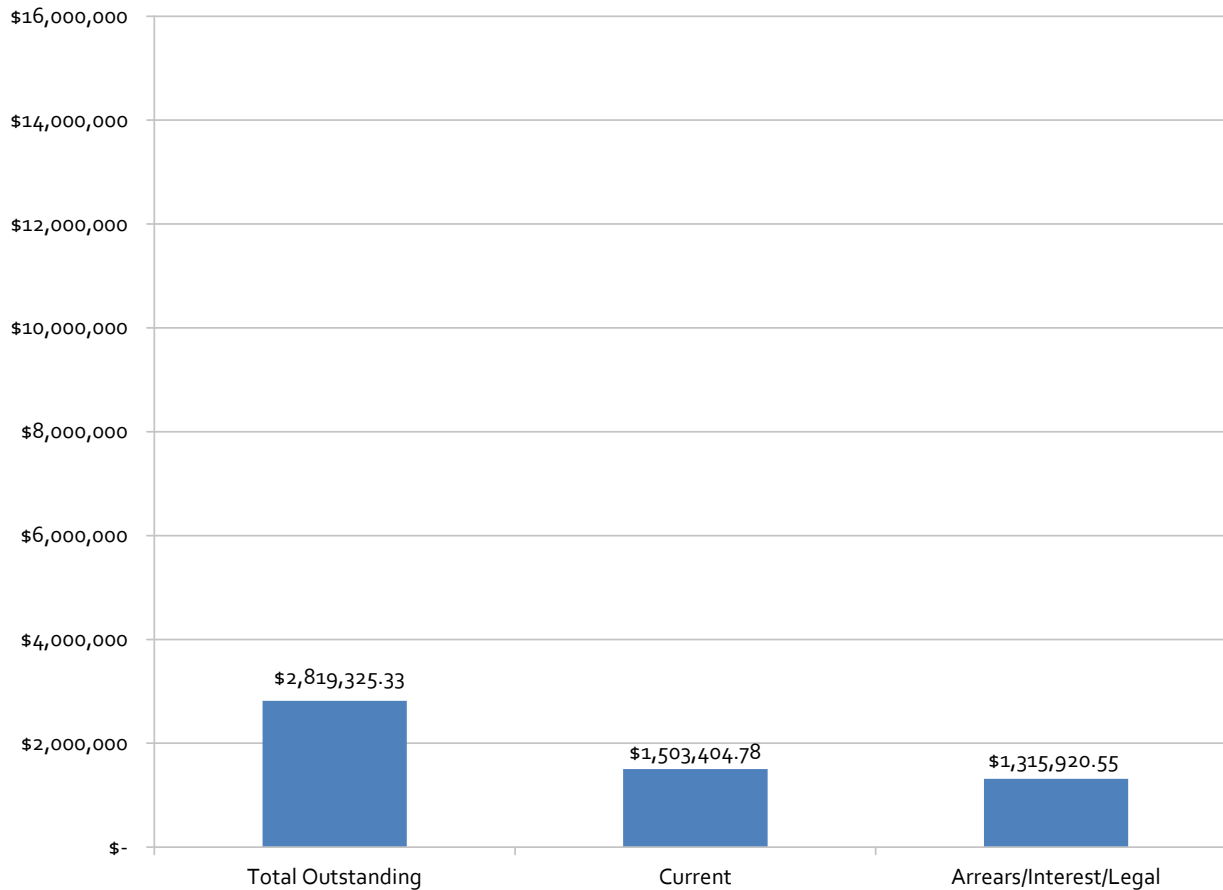


Rates Report - April 2021

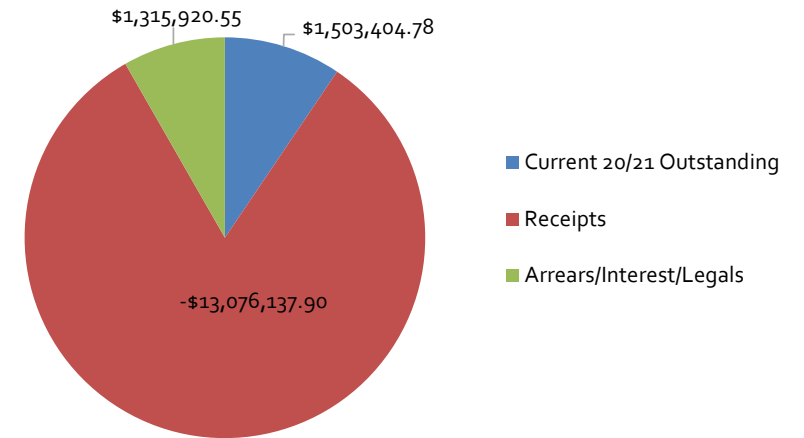
Prepared by Chantelle Pitt

Ward Total Rates & Charges	2019/2020 Budget	2019/2020 Actuals	2020/2021 Budget	Actual YTD Receipts	Rebates	Outstanding Rates		
						Current	Arrears/Legals/Interest	Total
Dunmunkle	\$4,148,364.16	\$567,315.83	\$4,154,635.37	-\$3,805,581.43	-\$86,524.09	\$491,448.78	\$387,231.60	\$878,680.38
Hopetoun	\$3,858,864.93	\$697,901.10	\$4,018,880.03	-\$3,754,762.82	-\$70,286.34	\$422,080.49	\$506,615.31	\$928,695.80
Warracknabeal	\$5,800,454.95	\$734,299.64	\$5,891,651.38	-\$5,515,793.65	-\$101,241.23	\$589,875.51	\$422,073.64	\$1,011,949.15
Grand Total	\$13,807,684.04	\$1,999,516.57	\$14,065,166.78	-\$13,076,137.90	-\$258,051.66	\$1,503,404.78	\$1,315,920.55	\$2,819,325.33

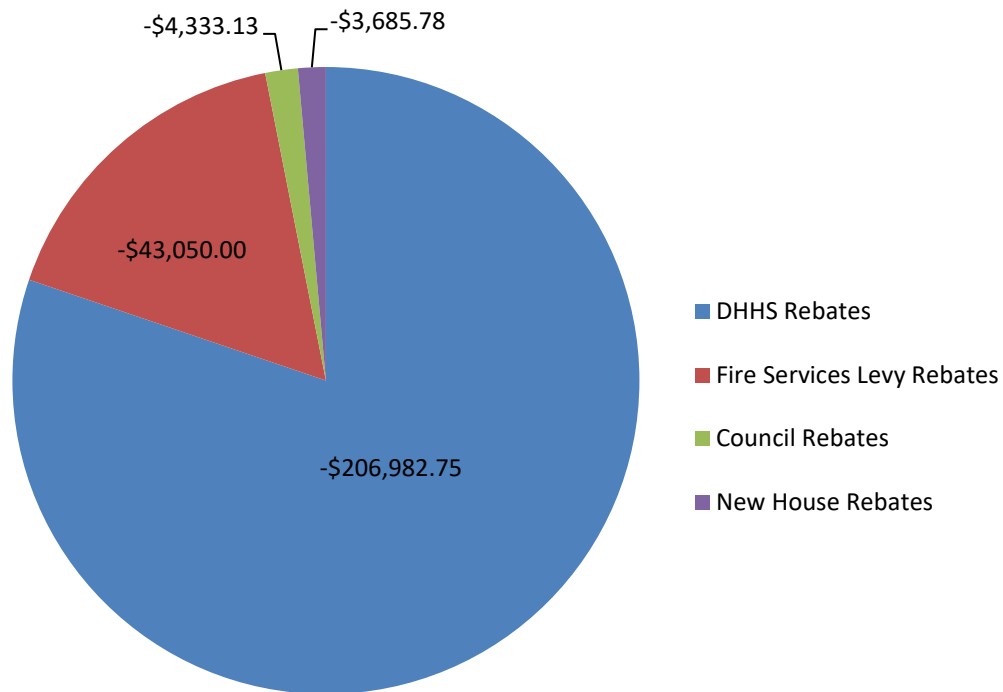
Breakdown of Rates Outstanding



Breakdown of Rates Outstanding

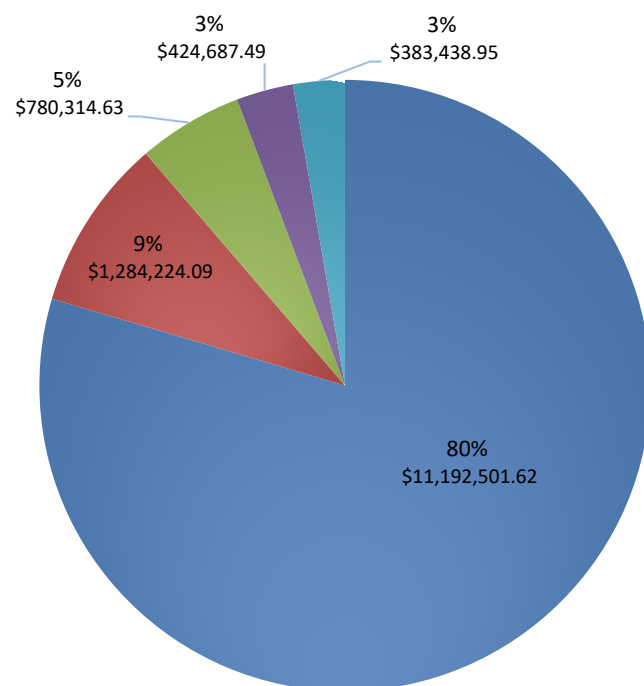


2020/21 Rebates

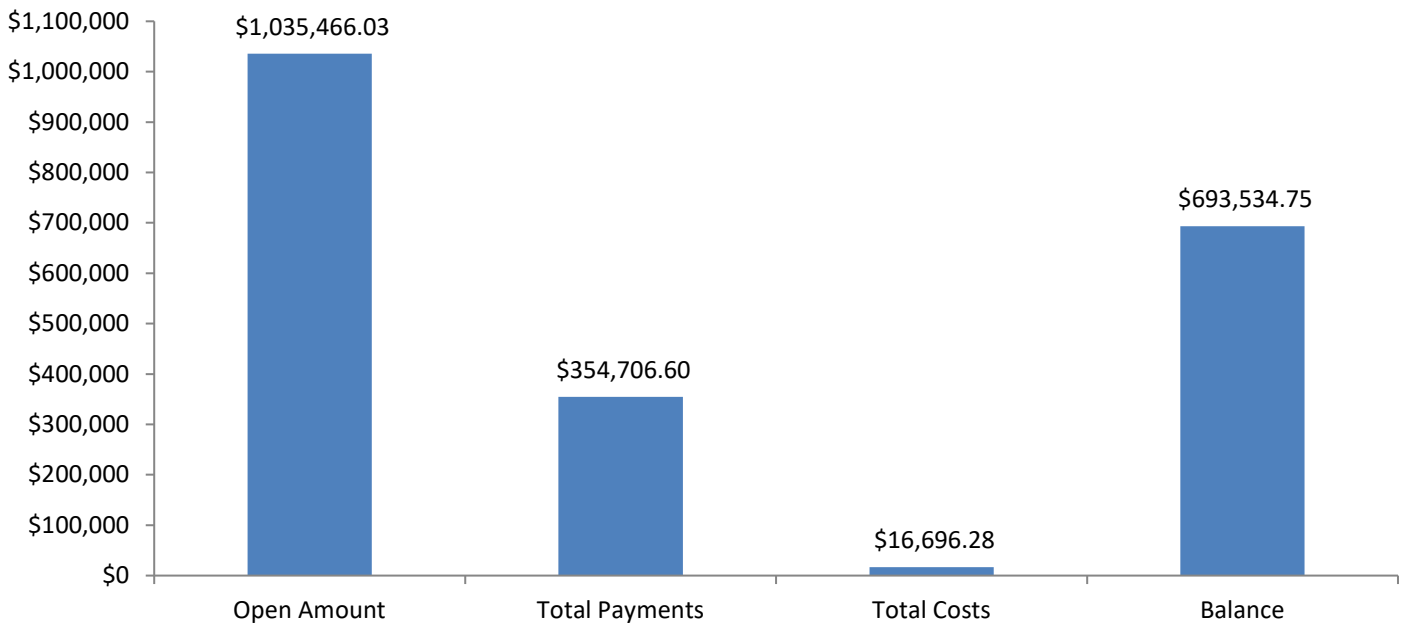


Rates & Charges Calculation 2020/21

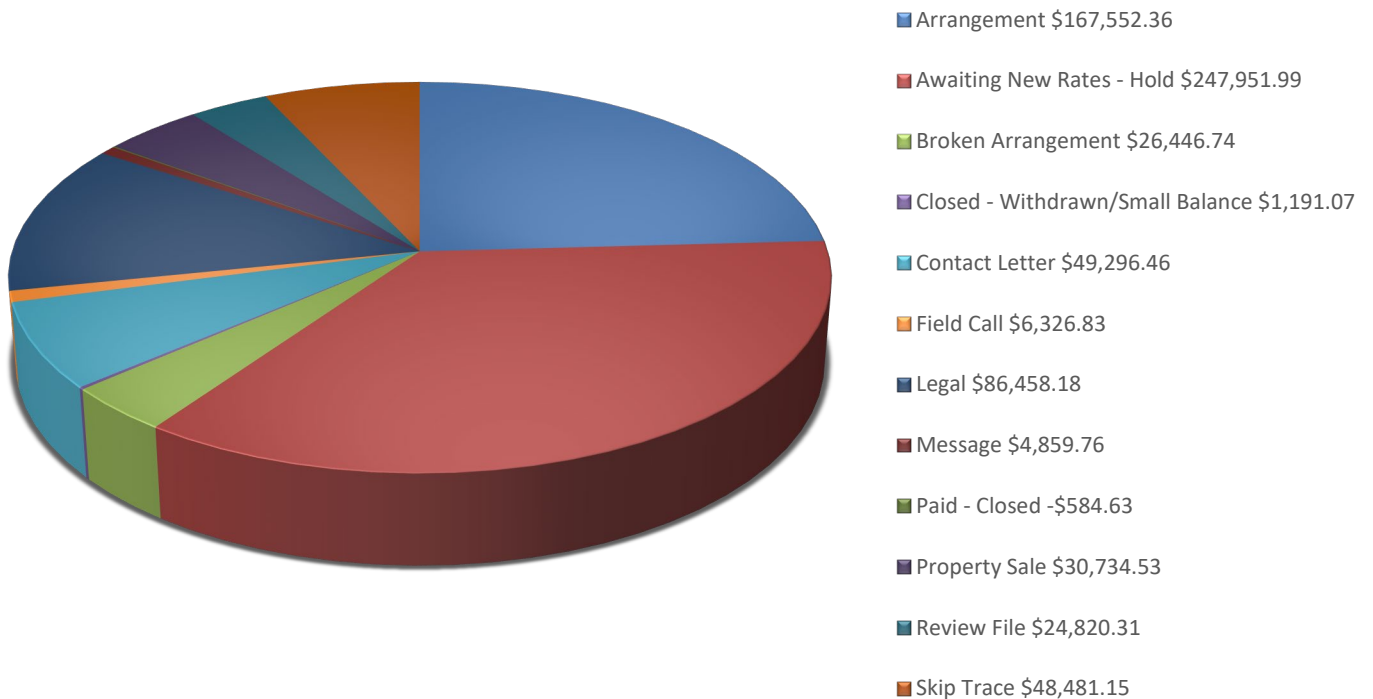
General Rates FSPL Garbage Recycling Municipal Charge



CollectAU Debt Collection Report Summary



CollectAU Debt Collection Account Status



Account No.	Status	Principal	Payments	Costs	Balance
32280	Property Sale	\$3,475.31	\$0.00	\$0.00	\$3,475.31
32281	Contact Letter	\$15,716.58	\$2,600.00	\$550.00	\$13,666.58
32282	Legal	\$11,248.59	\$0.00	\$1,500.80	\$12,749.39
32283	Legal	\$4,621.87	\$0.00	\$1,032.80	\$5,654.67
32284	Legal	\$6,127.19	\$0.00	\$1,200.80	\$7,327.99
32285	Property Sale	\$22,390.61	\$0.00	\$4,868.61	\$27,259.22
32289	Paid - Closed	\$58,276.46	\$60,457.26	\$2,180.80	\$0.00
32393	Legal	\$14,199.90	\$0.00	\$3,314.40	\$17,514.30
32736	Paid - Closed	\$17,633.09	\$13,712.13	\$0.00	\$0.00
38970	Paid - Closed	\$11,099.67	\$11,099.67	\$0.00	\$0.00
38971	Arrangement	\$14,227.71	\$1,200.00	\$0.00	\$13,027.71
38972	Paid - Closed	\$1,839.66	\$2,179.32	\$0.00	-\$339.66
38973	Arrangement	\$4,357.36	\$600.00	\$0.00	\$3,757.36
38974	Arrangement	\$5,767.45	\$900.00	\$0.00	\$4,867.45
38975	Arrangement	\$3,300.63	\$200.00	\$0.00	\$3,100.63
38976	Awaiting New Rates - Hold	\$184.00	\$0.00	\$0.00	\$184.00
38977	Awaiting New Rates - Hold	\$852.87	\$0.00	\$0.00	\$852.87
38978	Awaiting New Rates - Hold	\$880.98	\$0.00	\$0.00	\$880.98
38979	Awaiting New Rates - Hold	\$574.92	\$0.00	\$0.00	\$574.92
38980	Paid - Closed	\$3,094.91	\$3,094.91	\$0.00	\$0.00
38981	Arrangement	\$1,768.54	\$600.00	\$0.00	\$1,168.54
38982	Legal	\$14,924.28	\$0.00	\$1,781.91	\$16,706.19
38983	Arrangement	\$1,240.01	\$1,132.49	\$0.00	\$107.52
38984	Awaiting New Rates - Hold	\$4,034.97	\$0.00	\$0.00	\$4,034.97
38985	Paid - Closed	\$804.79	\$804.79	\$0.00	\$0.00
38986	Paid - Closed	\$7,815.88	\$7,815.88	\$0.00	\$0.00
38987	Arrangement	\$13,246.30	\$1,400.00	\$0.00	\$11,846.30
38988	Paid - Closed	\$255.64	\$255.64	\$0.00	\$0.00
38989	Paid - Closed	\$957.68	\$957.68	\$0.00	\$0.00
38990	Paid - Closed	\$239.00	\$239.00	\$0.00	\$0.00
38991	Paid - Closed	\$322.00	\$322.00	\$0.00	\$0.00
38992	Paid - Closed	\$234.16	\$234.16	\$0.00	\$0.00
38993	Contact Letter	\$5,753.02	\$450.00	\$0.00	\$5,303.02
38994	Arrangement	\$6,787.68	\$1,500.00	\$0.00	\$5,287.68
38995	Awaiting New Rates - Hold	\$407.89	\$0.00	\$0.00	\$407.89
38996	Arrangement	\$1,486.63	\$512.00	\$0.00	\$974.63
38997	Skip Trace	\$9,333.45	\$0.00	\$0.00	\$9,333.45
38998	Awaiting New Rates - Hold	\$4,487.81	\$0.00	\$0.00	\$4,487.81
38999	Closed - Withdrawn/Small Balance	\$493.00	\$0.00	\$0.00	\$493.00
39000	Awaiting New Rates - Hold	\$914.01	\$0.00	\$0.00	\$914.01
39001	Awaiting New Rates - Hold	\$1,343.45	\$0.00	\$0.00	\$1,343.45
39002	Awaiting New Rates - Hold	\$1,484.31	\$0.00	\$0.00	\$1,484.31
39003	Awaiting New Rates - Hold	\$206.00	\$0.00	\$0.00	\$206.00
39004	Paid - Closed	\$2,790.56	\$2,790.56	\$0.00	\$0.00
39005	Paid - Closed	\$3,667.50	\$3,667.50	\$0.00	\$0.00
39006	Paid - Closed	\$3,407.93	\$3,407.93	\$0.00	\$0.00
39007	Paid - Closed	\$712.34	\$712.34	\$0.00	\$0.00
39008	Awaiting New Rates - Hold	\$3,722.08	\$0.00	\$0.00	\$3,722.08
39009	Awaiting New Rates - Hold	\$2,663.55	\$1,350.00	\$0.00	\$1,313.55
39010	Paid - Closed	\$3,553.38	\$3,553.38	\$0.00	\$0.00
39011	Arrangement	\$1,450.72	\$100.00	\$0.00	\$1,350.72
39012	Awaiting New Rates - Hold	\$14,246.60	\$0.00	\$0.00	\$14,246.60
39013	Awaiting New Rates - Hold	\$1,745.94	\$0.00	\$0.00	\$1,745.94
39014	Paid - Closed	\$2,481.11	\$2,481.11	\$0.00	\$0.00
39015	Awaiting New Rates - Hold	\$22,377.17	\$0.00	\$0.00	\$22,377.17
39016	Awaiting New Rates - Hold	\$5,066.70	\$0.00	\$0.00	\$5,066.70
39017	Awaiting New Rates - Hold	\$9,977.26	\$0.00	\$0.00	\$9,977.26

Account No.	Status	Principal	Payments	Costs	Balance
39018	Paid - Closed	\$3,227.03	\$3,227.03	\$0.00	\$0.00
39019	Awaiting New Rates - Hold	\$7,243.70	\$0.00	\$0.00	\$7,243.70
39020	Arrangement	\$3,467.45	\$1,250.00	\$0.00	\$2,217.45
39021	Paid - Closed	\$5,062.34	\$5,062.34	\$0.00	\$0.00
39022	Arrangement	\$3,147.25	\$2,400.00	\$0.00	\$747.25
39023	Paid - Closed	\$973.03	\$973.03	\$0.00	\$0.00
39024	Awaiting New Rates - Hold	\$1,961.06	\$0.00	\$0.00	\$1,961.06
39025	Paid - Closed	\$198.72	\$198.72	\$0.00	\$0.00
39026	Paid - Closed	\$8,447.98	\$8,447.98	\$0.00	\$0.00
39027	Closed - Withdrawn/Small Balance	\$3,565.93	\$3,300.00	\$0.00	\$265.93
39028	Paid - Closed	\$1,676.20	\$1,676.20	\$0.00	\$0.00
39029	Paid - Closed	\$2,319.41	\$2,319.41	\$0.00	\$0.00
39030	Paid - Closed	\$1,296.00	\$1,296.00	\$0.00	\$0.00
39031	Legal	\$1,450.94	\$0.00	\$0.00	\$1,450.94
39032	Paid - Closed	\$524.01	\$524.01	\$0.00	\$0.00
39033	Closed - Withdrawn/Small Balance	\$2,846.97	\$2,700.00	\$0.00	\$146.97
39034	Arrangement	\$7,450.96	\$120.00	\$0.00	\$7,330.96
39035	Paid - Closed	\$1,484.49	\$1,550.00	\$0.00	-\$65.51
39036	Awaiting New Rates - Hold	\$614.20	\$0.00	\$0.00	\$614.20
39037	Paid - Closed	\$3,142.36	\$3,142.36	\$0.00	\$0.00
39038	Awaiting New Rates - Hold	\$524.03	\$0.00	\$0.00	\$524.03
39039	Paid - Closed	\$3,732.10	\$3,732.10	\$0.00	\$0.00
39040	Review File	\$1,098.99	\$900.00	\$0.00	\$198.99
39041	Awaiting New Rates - Hold	\$1,117.28	\$0.00	\$0.00	\$1,117.28
39042	Awaiting New Rates - Hold	\$543.28	\$0.00	\$0.00	\$543.28
39043	Skip Trace	\$10,161.74	\$0.00	\$0.00	\$10,161.74
39044	Paid - Closed	\$935.71	\$935.71	\$0.00	\$0.00
39045	Awaiting New Rates - Hold	\$815.57	\$0.00	\$0.00	\$815.57
39046	Arrangement	\$2,756.85	\$250.00	\$0.00	\$2,506.85
39047	Awaiting New Rates - Hold	\$2,246.70	\$0.00	\$0.00	\$2,246.70
39048	Awaiting New Rates - Hold	\$396.60	\$0.00	\$0.00	\$396.60
39049	Broken Arrangement	\$8,861.12	\$75.00	\$0.00	\$8,786.12
39050	Closed - Withdrawn/Small Balance	\$188.61	\$0.00	\$0.00	\$188.61
39051	Paid - Closed	\$8,262.80	\$8,262.80	\$0.00	\$0.00
39052	Paid - Closed	\$5,618.05	\$5,618.05	\$0.00	\$0.00
39053	Paid - Closed	\$8,705.64	\$8,705.64	\$0.00	\$0.00
39054	Awaiting New Rates - Hold	\$426.50	\$0.00	\$0.00	\$426.50
39055	Awaiting New Rates - Hold	\$4,271.18	\$0.00	\$0.00	\$4,271.18
39056	Paid - Closed	\$406.00	\$406.00	\$0.00	\$0.00
39057	Paid - Closed	\$767.00	\$767.00	\$0.00	\$0.00
39058	Paid - Closed	\$414.00	\$414.00	\$0.00	\$0.00
39059	Paid - Closed	\$1,002.00	\$1,002.00	\$0.00	\$0.00
39060	Arrangement	\$12,910.56	\$1,600.00	\$0.00	\$11,310.56
39061	Arrangement	\$4,709.87	\$400.00	\$0.00	\$4,309.87
39062	Paid - Closed	\$838.16	\$838.16	\$0.00	\$0.00
39063	Arrangement	\$3,963.39	\$0.00	\$0.00	\$3,963.39
39064	Contact Letter	\$1,515.10	\$250.00	\$0.00	\$1,265.10
39065	Review File	\$3,140.79	\$1,600.00	\$0.00	\$1,540.79
39066	Awaiting New Rates - Hold	\$2,173.37	\$300.00	\$0.00	\$1,873.37
39067	Awaiting New Rates - Hold	\$2,133.88	\$0.00	\$0.00	\$2,133.88
39068	Awaiting New Rates - Hold	\$340.00	\$0.00	\$0.00	\$340.00
39069	Arrangement	\$3,298.54	\$300.00	\$0.00	\$2,998.54
39070	Paid - Closed	\$1,945.88	\$1,945.88	\$0.00	\$0.00
39071	Awaiting New Rates - Hold	\$1,375.01	\$0.00	\$0.00	\$1,375.01
39072	Awaiting New Rates - Hold	\$10,487.53	\$0.00	\$0.00	\$10,487.53
39073	Paid - Closed	\$2,089.77	\$2,089.77	\$0.00	\$0.00
39074	Paid - Closed	\$1,527.36	\$1,527.36	\$0.00	\$0.00

Account No.	Status	Principal	Payments	Costs	Balance
39075	Paid - Closed	\$342.00	\$342.00	\$0.00	\$0.00
39076	Skip Trace	\$3,505.50	\$0.00	\$0.00	\$3,505.50
39077	Arrangement	\$6,093.19	\$5,700.00	\$0.00	\$393.19
39078	Paid - Closed	\$1,602.91	\$1,602.91	\$0.00	\$0.00
39079	Awaiting New Rates - Hold	\$2,999.68	\$0.00	\$0.00	\$2,999.68
39080	Review File	\$2,746.02	\$100.00	\$0.00	\$2,646.02
39081	Paid - Closed	\$216.08	\$216.08	\$0.00	\$0.00
39082	Paid - Closed	\$200.00	\$200.00	\$0.00	\$0.00
39083	Paid - Closed	\$2,438.30	\$2,438.30	\$0.00	\$0.00
39084	Awaiting New Rates - Hold	\$2,982.96	\$0.00	\$0.00	\$2,982.96
39085	Contact Letter	\$6,205.39	\$550.00	\$0.00	\$5,655.39
39086	Awaiting New Rates - Hold	\$1,142.90	\$0.00	\$0.00	\$1,142.90
39087	Awaiting New Rates - Hold	\$883.61	\$0.00	\$0.00	\$883.61
39088	Paid - Closed	\$352.35	\$352.35	\$0.00	\$0.00
39089	Paid - Closed	\$1,755.00	\$1,755.00	\$0.00	\$0.00
39090	Paid - Closed	\$1,240.21	\$1,240.21	\$0.00	\$0.00
39091	Paid - Closed	\$1,403.00	\$1,403.00	\$0.00	\$0.00
39092	Awaiting New Rates - Hold	\$573.80	\$300.00	\$0.00	\$273.80
39093	Paid - Closed	\$988.51	\$988.51	\$0.00	\$0.00
39094	Paid - Closed	\$385.70	\$385.70	\$0.00	\$0.00
39095	Arrangement	\$7,575.90	\$3,000.00	\$0.00	\$4,575.90
39096	Arrangement	\$1,000.62	\$500.00	\$0.00	\$500.62
39097	Awaiting New Rates - Hold	\$859.83	\$0.00	\$0.00	\$859.83
39098	Paid - Closed	\$688.67	\$688.67	\$0.00	\$0.00
39099	Awaiting New Rates - Hold	\$8,155.94	\$0.00	\$0.00	\$8,155.94
39100	Paid - Closed	\$901.39	\$901.39	\$0.00	\$0.00
39101	Paid - Closed	\$123.00	\$123.00	\$0.00	\$0.00
39102	Paid - Closed	\$1,430.84	\$1,430.84	\$0.00	\$0.00
39103	Contact Letter	\$2,988.12	\$100.00	\$0.00	\$2,888.12
39104	Paid - Closed	\$681.00	\$681.00	\$0.00	\$0.00
39105	Awaiting New Rates - Hold	\$699.00	\$0.00	\$0.00	\$699.00
39106	Paid - Closed	\$1,542.22	\$1,542.22	\$0.00	\$0.00
39107	Awaiting New Rates - Hold	\$4,656.18	\$0.00	\$0.00	\$4,656.18
39108	Paid - Closed	\$1,571.62	\$1,771.62	\$0.00	-\$200.00
39109	Paid - Closed	\$6,502.37	\$6,502.37	\$0.00	\$0.00
39110	Paid - Closed	\$1,887.06	\$1,887.06	\$0.00	\$0.00
39111	Arrangement	\$4,587.18	\$1,100.00	\$0.00	\$3,487.18
39112	Awaiting New Rates - Hold	\$986.29	\$0.00	\$0.00	\$986.29
39113	Paid - Closed	\$1,217.54	\$1,200.00	\$0.00	\$17.54
39114	Arrangement	\$3,788.01	\$1,800.00	\$0.00	\$1,988.01
39115	Paid - Closed	\$903.00	\$900.00	\$0.00	\$3.00
39116	Awaiting New Rates - Hold	\$1,820.19	\$0.00	\$0.00	\$1,820.19
39117	Awaiting New Rates - Hold	\$1,521.03	\$0.00	\$0.00	\$1,521.03
39118	Awaiting New Rates - Hold	\$900.95	\$0.00	\$0.00	\$900.95
39119	Awaiting New Rates - Hold	\$2,872.15	\$245.00	\$0.00	\$2,627.15
39120	Awaiting New Rates - Hold	\$9,776.96	\$0.00	\$0.00	\$9,776.96
39121	Awaiting New Rates - Hold	\$489.32	\$0.00	\$0.00	\$489.32
39122	Arrangement	\$21,837.29	\$300.00	\$0.00	\$21,537.29
39123	Arrangement	\$5,313.38	\$300.00	\$0.00	\$5,013.38
39124	Arrangement	\$1,881.08	\$1,500.00	\$0.00	\$381.08
39125	Paid - Closed	\$449.00	\$449.00	\$0.00	\$0.00
39126	Message	\$5,259.76	\$400.00	\$0.00	\$4,859.76
39127	Awaiting New Rates - Hold	\$869.77	\$0.00	\$0.00	\$869.77
39128	Contact Letter	\$3,032.90	\$2,200.00	\$0.00	\$832.90
39129	Paid - Closed	\$163.00	\$163.00	\$0.00	\$0.00
39130	Arrangement	\$1,680.91	\$360.00	\$30.00	\$1,350.91
39131	Paid - Closed	\$1,127.71	\$1,127.71	\$0.00	\$0.00

Account No.	Status	Principal	Payments	Costs	Balance
39132	Awaiting New Rates - Hold	\$4,042.91	\$305.00	\$0.00	\$3,737.91
39133	Skip Trace	\$1,356.08	\$0.00	\$0.00	\$1,356.08
39134	Contact Letter	\$18,315.43	\$320.00	\$0.00	\$17,995.43
39135	Broken Arrangement	\$20,210.62	\$2,550.00	\$0.00	\$17,660.62
39136	Paid - Closed	\$3,729.68	\$3,729.68	\$0.00	\$0.00
39137	Paid - Closed	\$308.00	\$308.00	\$0.00	\$0.00
39138	Skip Trace	\$11,363.99	\$0.00	\$0.00	\$11,363.99
39139	Review File	\$3,257.56	\$0.00	\$0.00	\$3,257.56
39140	Paid - Closed	\$2,068.94	\$2,068.94	\$0.00	\$0.00
39141	Paid - Closed	\$989.91	\$989.91	\$0.00	\$0.00
39142	Paid - Closed	\$1,299.73	\$1,299.73	\$0.00	\$0.00
39143	Awaiting New Rates - Hold	\$388.91	\$0.00	\$0.00	\$388.91
39144	Paid - Closed	\$1,086.96	\$1,086.96	\$0.00	\$0.00
39145	Awaiting New Rates - Hold	\$565.53	\$0.00	\$0.00	\$565.53
39146	Review File	\$6,724.35	\$600.00	\$0.00	\$6,124.35
39147	Paid - Closed	\$1,616.22	\$1,616.22	\$0.00	\$0.00
39148	Paid - Closed	\$4,518.86	\$4,518.86	\$0.00	\$0.00
39149	Paid - Closed	\$1,671.91	\$1,671.91	\$0.00	\$0.00
39150	Awaiting New Rates - Hold	\$3,604.71	\$0.00	\$0.00	\$3,604.71
39151	Awaiting New Rates - Hold	\$1,372.13	\$0.00	\$0.00	\$1,372.13
39152	Arrangement	\$3,872.56	\$3,100.00	\$0.00	\$772.56
39153	Paid - Closed	\$12,816.50	\$12,816.50	\$0.00	\$0.00
39154	Paid - Closed	\$838.00	\$838.00	\$0.00	\$0.00
39155	Arrangement	\$15,657.14	\$1,605.00	\$0.00	\$14,052.14
39156	Paid - Closed	\$4,178.71	\$4,178.71	\$0.00	\$0.00
39157	Paid - Closed	\$198.72	\$198.72	\$0.00	\$0.00
39158	Legal	\$10,876.25	\$0.00	\$0.00	\$10,876.25
39159	Awaiting New Rates - Hold	\$1,831.29	\$175.00	\$0.00	\$1,656.29
39160	Awaiting New Rates - Hold	\$4,149.23	\$0.00	\$0.00	\$4,149.23
39161	Paid - Closed	\$2,445.34	\$2,445.34	\$0.00	\$0.00
39162	Arrangement	\$10,161.08	\$950.00	\$0.00	\$9,211.08
39163	Paid - Closed	\$196.00	\$196.00	\$0.00	\$0.00
39164	Paid - Closed	\$471.00	\$471.00	\$0.00	\$0.00
39165	Awaiting New Rates - Hold	\$4,997.61	\$0.00	\$0.00	\$4,997.61
39166	Arrangement	\$17,744.53	\$2,400.00	\$0.00	\$15,344.53
39167	Paid - Closed	\$4,527.50	\$4,527.50	\$0.00	\$0.00
39168	Paid - Closed	\$754.58	\$754.58	\$0.00	\$0.00
39169	Paid - Closed	\$2,013.00	\$2,013.00	\$0.00	\$0.00
39170	Awaiting New Rates - Hold	\$2,194.64	\$0.00	\$0.00	\$2,194.64
39171	Awaiting New Rates - Hold	\$568.12	\$0.00	\$0.00	\$568.12
39172	Arrangement	\$1,354.10	\$65.00	\$0.00	\$1,289.10
39173	Contact Letter	\$1,689.92	\$0.00	\$0.00	\$1,689.92
39174	Paid - Closed	\$293.57	\$293.57	\$0.00	\$0.00
39175	Paid - Closed	\$2,451.01	\$2,451.01	\$0.00	\$0.00
39176	Paid - Closed	\$249.00	\$249.00	\$0.00	\$0.00
39177	Review File	\$1,748.70	\$0.00	\$0.00	\$1,748.70
39178	Arrangement	\$3,057.87	\$1,000.00	\$0.00	\$2,057.87
39179	Review File	\$1,400.82	\$700.00	\$0.00	\$700.82
39180	Awaiting New Rates - Hold	\$6,654.98	\$0.00	\$0.00	\$6,654.98
39181	Awaiting New Rates - Hold	\$3,399.69	\$0.00	\$0.00	\$3,399.69
39182	Paid - Closed	\$1,405.17	\$1,405.17	\$0.00	\$0.00
39183	Review File	\$951.98	\$0.00	\$0.00	\$951.98
39184	Awaiting New Rates - Hold	\$1,365.44	\$0.00	\$0.00	\$1,365.44
39185	Arrangement	\$2,280.54	\$350.00	\$15.00	\$1,945.54
39186	Paid - Closed	\$4,361.26	\$4,361.26	\$0.00	\$0.00
39187	Field Call	\$1,550.79	\$0.00	\$0.00	\$1,550.79
39188	Closed - Withdrawn/Small Balance	\$211.00	\$114.44	\$0.00	\$96.56

Account No.	Status	Principal	Payments	Costs	Balance
39189	Awaiting New Rates - Hold	\$585.82	\$0.00	\$0.00	\$585.82
39190	Paid - Closed	\$194.00	\$194.00	\$0.00	\$0.00
39191	Awaiting New Rates - Hold	\$606.06	\$0.00	\$0.00	\$606.06
39192	Paid - Closed	\$1,812.68	\$1,812.68	\$0.00	\$0.00
39193	Paid - Closed	\$2,146.09	\$2,146.09	\$0.00	\$0.00
39194	Paid - Closed	\$1,316.42	\$1,316.42	\$0.00	\$0.00
39195	Legal	\$13,957.29	\$0.00	\$221.16	\$14,178.45
39196	Paid - Closed	\$641.31	\$641.31	\$0.00	\$0.00
39197	Awaiting New Rates - Hold	\$1,185.92	\$0.00	\$0.00	\$1,185.92
39198	Arrangement	\$1,609.69	\$700.00	\$0.00	\$909.69
39199	Awaiting New Rates - Hold	\$14,470.75	\$0.00	\$0.00	\$14,470.75
39200	Paid - Closed	\$308.25	\$308.25	\$0.00	\$0.00
39201	Arrangement	\$2,168.88	\$300.00	\$0.00	\$1,868.88
39202	Awaiting New Rates - Hold	\$2,312.28	\$0.00	\$0.00	\$2,312.28
39203	Awaiting New Rates - Hold	\$12,527.54	\$0.00	\$0.00	\$12,527.54
39204	Review File	\$5,978.57	\$270.00	\$0.00	\$5,708.57
39205	Paid - Closed	\$1,097.18	\$1,097.18	\$0.00	\$0.00
39206	Awaiting New Rates - Hold	\$812.24	\$150.00	\$0.00	\$662.24
39207	Paid - Closed	\$1,517.10	\$1,517.10	\$0.00	\$0.00
39208	Awaiting New Rates - Hold	\$4,878.61	\$0.00	\$0.00	\$4,878.61
39209	Paid - Closed	\$329.00	\$329.00	\$0.00	\$0.00
39210	Awaiting New Rates - Hold	\$13,367.72	\$0.00	\$0.00	\$13,367.72
39211	Skip Trace	\$10,839.44	\$0.00	\$0.00	\$10,839.44
39212	Awaiting New Rates - Hold	\$2,905.08	\$300.00	\$0.00	\$2,605.08
39213	Awaiting New Rates - Hold	\$2,568.53	\$0.00	\$0.00	\$2,568.53
39214	Field Call	\$4,776.04	\$0.00	\$0.00	\$4,776.04
39215	Awaiting New Rates - Hold	\$1,860.64	\$1,200.00	\$0.00	\$660.64
39216	Awaiting New Rates - Hold	\$1,988.71	\$0.00	\$0.00	\$1,988.71
39217	Review File	\$963.60	\$0.00	\$0.00	\$963.60
39218	Paid - Closed	\$9,183.47	\$9,183.47	\$0.00	\$0.00
39219	Skip Trace	\$1,920.95	\$0.00	\$0.00	\$1,920.95
39220	Paid - Closed	\$1,071.42	\$1,071.42	\$0.00	\$0.00
39221	Awaiting New Rates - Hold	\$1,043.76	\$0.00	\$0.00	\$1,043.76
39222	Review File	\$978.93	\$0.00	\$0.00	\$978.93
39223	Awaiting New Rates - Hold	\$303.05	\$0.00	\$0.00	\$303.05
39224	Awaiting New Rates - Hold	\$381.12	\$0.00	\$0.00	\$381.12
39225	Awaiting New Rates - Hold	\$672.33	\$0.00	\$0.00	\$672.33
39226	Awaiting New Rates - Hold	\$640.68	\$0.00	\$0.00	\$640.68
39227	Paid - Closed	\$256.50	\$256.50	\$0.00	\$0.00
39228	Paid - Closed	\$2,779.93	\$2,779.93	\$0.00	\$0.00
39229	Paid - Closed	\$255.64	\$255.64	\$0.00	\$0.00
39230	Paid - Closed	\$269.00	\$269.00	\$0.00	\$0.00
39231	Paid - Closed	\$315.70	\$315.70	\$0.00	\$0.00
39232	Paid - Closed	\$385.66	\$385.66	\$0.00	\$0.00
Grand Total		\$1,035,466.03	\$354,706.60	\$16,696.28	\$693,534.75

13.3 COVID-19 Hardship Policy

Prepared by Tammy Smith, Director Business Strategy and Performance

SUMMARY

In May 2020 Council adopted the COVID-19 Hardship Policy which provided a framework for financial relief to individuals and business who required assistance from the impacts of the Coronavirus (COVID-19) Pandemic.

The Policy expired on 30 September 2020. As the state of Emergency for Victoria has been extended until 16 December 2021, a revision of the COVID-19 Hardship Policy has been complete, recommending the extension of the policy application until the 30 June 2021.

RECOMMENDATION

That Council adopt:

- a) The attached revision of the COVID-19 Hardship Policy with the change being made to extend the Policy until 30 June 2021.

Resolution

Moved Cr K Zanker Seconded Cr C Heintze

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: COVID-19 Hardship Policy](#)

DISCUSSION

The community has been faced with unprecedented challenges resulting from COVID-19 and it is important that Council is able to appropriately respond to those challenges whilst maintaining its core service provision.

To allow for the financial impact of COVID-19 on the payment of Council debtors, the COVID-19 Financial Hardship Policy has been revised to complement the existing Financial Hardship Policy that Council has in place. In particular, it clarifies eligibility and the justification and term of applicability for the hardships related to COVID-19.

It extends on the existing financial Hardship policy that relates to principle places of residents to encompass non-residential properties such as commercial premises that have been impacted by COVID-19.

RELEVANT LAW

Under the *Local Government Act 1989* Council can provide debt management and hardship relief.

COUNCIL PLANS AND POLICIES

Council Plan 2017-2021

Strategic Objective 1 – Good Governance.

MINUTES	Ordinary Meeting of Council
Issue Date: 28 April 2021	

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

RELATED COUNCIL DECISIONS

On 27 May 2020 Council adopted the COVID-19 Financial Hardship Policy which was to expire on 30 September 2020.

OPTIONS

Not extend the COVID-19 Financial Hardship Policy and no longer defer the debt accumulated during the COVID-19 pandemic or hold interest on the debt. Commence charging interest where applicable from 01 October 2020 on such debt.

SUSTAINABILITY IMPLICATIONS

Financial: The policy proposes the deferral of interest application, opportunities for payment plans and the postponement of recover activity. It does not propose to waive debtors and as such is not expected to have a material impact on the financial position of Council.

COMMUNITY ENGAGEMENT

Throughout the COVID-19 State emergency declaration, Council has kept the community updated and, on the 26 March 2020, advised the community through print and social media that we would 'waive interest on 19/20 rates arrears and penalties on animal infringements and health premise registrations.' This policy puts that statement into practical terms to allow for implementation.

RISK

Assess the risk for the decision.

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

Risk Rating	Consequence	Risk Description	Action
Medium	Possible	Perception of Council	Council being proactive to implement a policy to address the COVID-19 pandemic implications and also extend the application of the policy will assist to build a positive relationship with the community.

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Victoria's State of Emergency extended until 16 December 2021.

CONFLICTS OF INTEREST

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.

COVID-19 Financial Hardship Policy

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

1. Purpose:

The purpose of this COVID-19 Financial Hardship Policy is to provide a framework for financial relief to individuals and business who need assistance from the impacts of the Coronavirus (COVID-19) Pandemic.

COVID-19 was declared a global pandemic on the 30 January 2020 and a State of Emergency was declared in Victoria on the 16 March 2020.

The policy provides individuals and businesses with a clear and transparent understanding of options and assistance available if they are experiencing financial hardship due to the pandemic.

This Policy will provide direction to Council's officers when collecting and providing for debts owed to Council and to ensure consideration is given to the financial hardship caused by COVID-19.

Council will provide assistance to those in financial hardship in accordance with *the Local Government Act 1989*, while ensuring it does not jeopardise the funding of its operations.

2. Scope:

This Policy applies to all monies owed to the Yarriambiack Shire Council including rates, waste charges, animal registrations, and permits, fees and user charges.

3. Policy:

3.1 Financial Hardship

Financial hardship is a circumstance of experiencing a lack of financial means, which may be either ongoing or temporary. This policy is to address temporary financial hardship due to impacts of COVID-19.

3.1.1 Identification of Financial Hardship caused by the impacts of COVID-19

For businesses – if your business has been assessed by the Australian Taxation Office (ATO) as being eligible for the Commonwealth JobKeeper Payment you are automatically deemed to be in Financial Hardship for the purposes of this policy.

For non-business - if you or a member of your household as listed or responsible for the rates notice has lost their job as a direct result of the COVID-19 Pandemic you are automatically deemed to be in Financial Hardship for the purposes of this policy.

For businesses or non-businesses that are not automatically deemed to be in Financial Hardship for the purposes of this policy (as per the tests above), the identification of Financial Hardship can be

determined by:

- Assessment by Yarriambiack Shire Council staff.
- External assessment by, for example, an independent accredited financial counsellor.

The Financial & Consumer Rights Council of Victoria (FCRC) is the peak body for Financial Counsellors in Victoria. The FCRC can help affected persons find a financial counsellor – please visit www.fcrc.org.au or call 1800 007 007 for more information.

3.1.2 Application for Financial Hardship caused by the impacts of COVID-19

Access to the Financial Hardship provisions of this policy is via the Application for existing Financial Hardship Assistance form.

3.1.3 Assessment of applications for Financial Hardship caused by the impacts of COVID- 19

Assessment of applications for Financial Hardship caused by the impacts of COVID-19 will be an objective assessment based on the information provided by the individual or business in the application by the Revenue Officer.

3.2 Payment plan and interest hold

The total deferral of all financial responsibilities due to an event can cause a secondary bout of financial stress when the event has concluded, and bills are owed. Council's aim is to provide assistance through the COVID-19 event without creating additional financial stress after the pandemic is over.

Council will encourage individuals and businesses to set up a payment plan tailored specifically to their needs to reduce the amount of debt owing after the pandemic.

Council will hold interest on debt accumulated during the COVID-19 pandemic. The interest hold will begin from the declaration of the State of Emergency, 16 March 2020, until 30 June 2021 to allow ample time for the debt to be paid without interest.

If any debt is still outstanding at 30 June 2021 outside of an agreed payment plan or pathway, Council's Debt Management, Relief and Hardship Policy will apply.

3.3 Rates deferral and interest hold

If the individual or business is unable to enter in to a payment plan, Council will defer the debt accumulated during the COVID-19 pandemic and will hold interest on this debt from the declaration of the State of Emergency, 16 March 2020, until the 30 June 2021 to allow ample time for the debt to be paid without interest.

If any debt is still outstanding at 30 June 2021, outside of an agreed payment plan or pathway, Council's Debt Management, Relief and Hardship Policy will apply.

3.4 Debt recovery

Council will make a reasonable attempt to contact a customer about their overdue account. This may include a reminder letter, account statement, email or phone call.

During the COVID-19 pandemic, from the declaration of the State of Emergency, 16 March 2020, until the 30 June 2021 Council will hold off on all legal action for the collection of rates and charges that have fallen into arrears from 1 July 2020 onwards.

The debtor will be liable for all legal costs incurred by Council in the debt collection process.

Policy Review

This policy will be operational until 30 June 2021.

4. Legislative Context

Local Government Act 1989

5. Associated Documents

Debt Management, Relief and Hardship Policy

Council Approved Policy

Policy Adopted:	Ordinary Meeting 27 May 2020	Minute Book Page 367
Policy Reviewed:	Ordinary Meeting 28 April 2021	Minute Book Page 31

13.4 Council's Gifts, Benefits and Hospitality Policy and Guidelines

Prepared by Bernardine Schilling, Manager Organisational Performance

SUMMARY

This policy is to address the offers received or declined, and disposal of any gift, benefit or hospitality from external sources to Councillors and Council employees.

As public officials, our management of gifts, benefits and hospitality is a practical demonstration of our integrity impartiality and accountability. It allows our community, business associates and Government to be confident that we make decisions and provide advice free of favouritism, influence and conflicts of interest.

RECOMMENDATION

That Council adopt Council's Gift, Benefits and Hospitality Policy as attached.

Resolution

Moved Cr C Heintze Seconded Cr K Zanker

That the recommendation be adopted

Carried

Division of Council

For the Recommendation:

A McLean

K Zanker

C Heintze

G Massey

Against the Recommendation:

T Hamilton

C Lehmann

ATTACHMENTS

[Attachment: Gifts, Benefits and Hospitality Policy and Guidelines](#)

DISCUSSION

The Local Government Inspectorate Report, "Protecting integrity Yarriambiack Shire Council Investigation" was released in November 2019.

As a result of the findings Council implemented a 'Declare All' of Gifts received by Councillors and Employees. This decision was supported by Council, the Inspectorate Auditors and the Audit and Risk Committee.

Council has revised and updated the current Council Gifts, Benefits and Hospitality Policy and Guidelines to ensure it meets the requirements of the *Local Government Act 2020* and to maintain the 'Declare All' of gifts for both Councillors and Council employees.

MINUTES	Ordinary Meeting of Council
Issue Date: 28 April 2021	

RELEVANT LAW

Under the *Local Government Act 2020* Council is required to adopt a Councillor gift policy. The Policy must make provision for the maintenance of a gift register and any matters in the regulations, including a value of gifts that must be disclosed.

Councils must also ensure their Policy complies with the Public Transparency Principles.

The *Local Government Act 2020* (Vic) requires Councils to give effect to the overarching governance principles.

COUNCIL PLANS AND POLICIES

Council Plan 2017-2021

Strategic Objective 1 – Good Governance.

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

RELATED COUNCIL DECISIONS

On 25 September 2019 the policy was adopted by resolution after being re-modelled in accordance with the Victorian Auditors General's Office (VAGO) Framework and the Victorian Public Sector Commission's Gift, Benefits and Hospitality Best Practice Guidelines, and included a declaring of gifts received from Councillors and Employees.

OPTIONS

Instead of adopting a "declare all" policy, to adopt a "no gifts" policy. This would mean no gift may be received, even a token gift.

SUSTAINABILITY IMPLICATIONS

Not applicable.

COMMUNITY ENGAGEMENT

The policy will be accessible via Council's Website for all employees, Councillors, Community members, Contractors and Suppliers.

The Gifts, Benefits and Hospitality Policy and Guidelines will provide the community assurance that the Yarriambiack Shire Council will be transparent in their decisions and understand that accountable practices are vital to maintain the community's trust in the management of gifts.

RISK

Assess the risk for the decision.

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

Risk Rating	Consequence	Risk Description	Action
Medium	Significant	Corporate Risk No. 8 – Governance – Policy documents substantially overdue for review and update.	Policy and Guidelines updated to meet the requirements of the Act. Review/implement a Councillor Gift, Benefits & Hospitality Policy within 6 months of a general election.

			Policy will be recorded in RelianSys for next review.
Medium	Major	Lack of Robust systems and processes to prevent Fraud	Action plan highlights the measures for preventing fraudulent activities.

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Not applicable

CONFLICTS OF INTEREST

Officer 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.



GIFTS, BENEFITS, HOSPITALITY POLICY

(Version 2)

Gift & Hospitality Policy and Guidelines	This Document is Uncontrolled when Printed	Responsible Officer: CEO	
Version: 2	Issue Date: 28/04/2021	Next Review: 28/04/2024	Page 1/ 21

Gifts, Benefits, Hospitality Policy and Guidelines

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

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1. Objective

The Yarriambiack Shire Council objectives are to:

- a) Provide clear direction and guidance to Councillors and Council Officers on gifts, benefits and hospitality that may be accepted and those that may not.
- b) to support Councillors and staff to avoid Conflict of Interest and maintain high levels of integrity, public trust and confidence that public resources are being used responsibly and appropriately.
- c) Ensure that members of the Yarriambiack Shire Council community and other key stakeholders have full confidence in the performance standards and conduct of Councillors and Council Officers, as it relates to gifts, benefits and hospitality.
- d) Further strengthen the organisation's ongoing commitment to developing a highly transparent, ethical and legislative compliant entity.

2. Responsibility

The Chief Executive Officer is responsible for the implementation of the Council Gifts, Benefits and Hospitality Policy.

The policy applies to all Councillors, full-time/part-time employees; including temporary and casual employees, Contractors and Suppliers engaged by Council.

3. Policy Statement and Scope

This policy is to address the offers received or declined, and disposal of any gift, benefit or hospitality from external sources to Councillors and Council employees.

As public officials, our management of any gifts, benefits and hospitality is a practical demonstration of our integrity impartiality and accountability. It allows our community, business associates and Government to be confident that we make decisions and provide advice free of favouritism, influence and conflicts of interest.

Therefore, as a guiding principle, Councillors and employees should not accept a gift if it is likely to be perceived by a 'reasonable person', as intended to, or likely to, influence him or her in the fair, impartial and efficient discharge of their duties as a member of Council.

4. Legislative Requirements

The *Local Government Act 2020 (Vic)* (The Act) requires a Council to adopt a Councillor gift policy within six months of when the applicable section comes into operation being the 24 October 2020. The Policy must make provision for the maintenance of a gift register and any matters in the regulations, including a minimum value of gifts that must be disclosed. Councils must also ensure their Policy complies with the public transparency principles.

Councillors are required to adhere to Standards of Conduct as detailed in Schedule 1 of Regulation 12. Standards include:

- a) Treatment of others.
- b) Performing the role of Councillor.
- c) Compliance with good governance measures.
- d) Councillor must not discredit or mislead Council or public.
- e) Standards do not limit robust political debate.

Council employees must in the course of their employment:

- a) Act impartially.
- b) Act with integrity including avoiding real or apparent conflicts of interest.
- c) Accept accountability for results.

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- d) Provide responsive service; and
- e) Demonstrate Yarriambiack Shire Council's ICARE Values in performing their duties.

5. Definitions

Act	Local Government Act 2020
Benefit	Something which is believed to be of value to the receiver, such as a service, i.e. access to a sporting event, preferential treatment, access to confidential information, accommodation, personal services, pleasure or vacation trips.
Hospitality	Is a meal or service which is offered, and is not viewed as being connected to official Council business or part of a meal acceptance at a conference seminar. At times, employees during the course of their role, may receive token offers such as tea or coffee, which are generally considered a basic courtesy and don't require to be declared or recorded.
Gift	Gifts are free or discounted items or services and any item or service that would generally be seen by the public as a gift. These include items of high value (e.g. Artwork, jewellery, or expensive pens), low value (e.g. Small bunch of flowers), consumables (e.g. chocolates), prizes (e.g. items won at events) and services (e.g. painting and repairs). Fundraising by public sector organisations that is consistent with relevant legislation and any government policy is not prohibited under the minimum requirements.
Gift of Appreciation	Are gifts that are presented to an individual to express thanks, such as flowers, chocolates or moderately priced alcohol. These gifts are usually a one-off occurrence.
Monetary Gifts	Defined as cash, cheques, money orders, travellers cheques and direct deposits, lottery tickets and scratchies.
Nominal Value	Is the face value or current estimated retail value.
Sponsorship	Are items which are identified as part of a formal written sponsorship agreement between Council and a third party.
Token Gift	A token offer is a gift, benefit or hospitality that is of inconsequential or trivial value to both the person making the offer and the recipient. Token offers are those that are worth \$50 or less. These gifts may include pens, mugs, reasonable priced bottles of alcohol, free meals, corporate or social functions organised by community groups, door prizes at conferences or trade shows. Council employees are still required to declare Token Gifts if accepted.
Non - Token Gift	A non-token offer is a gift, benefit or hospitality that is, or may be perceived to be by the recipient, the person making the offer or by the wider community, of more than inconsequential value. All offers worth more than \$50 are non-token offers and must be declared on the attached declaration form and recorded on the relevant Gift Register.
Conflict of Interest	A relevant person has a conflict of interest if the relevant person has a General Conflict of Interest within the meaning

	of S127 or a Material Conflict of Interest within the meaning of S 128 of the Act.
Under the Local Government Act 2020 'Gift'	<p>Gift means any disposition of property otherwise than by will made by a person to another person without consideration in money or money's worth or with inadequate consideration, including:-</p> <p>a) the provision of a service (other than volunteer labour); and</p> <p>b) the payment of an amount in respect of a guarantee; and</p> <p>c) the making of a payment or contribution at a fundraising function;</p> <p>gift disclosure threshold means \$500 or a higher amount of value prescribed by the regulations</p>
Disclosable Gift	<p>Disclosable gift means one or more gifts with a total value of, or more than, \$500 or, the prescribed amount, received from a person in the 5 years preceding the decision on the matter —</p> <p>a) if the relevant person held the office of Councillor, was a member of Council staff or was a member of a delegated committee at the time the gift was received; or</p> <p>b) if the gift was, or gifts were, or will be, required to be disclosed as an election campaign donation; but does not include the value of any reasonable hospitality received by the relevant person at an event or function that the relevant person attended in an official capacity as a Councillor, member of Council staff or member of a delegated committee.</p>

6. Council Employees

- Under NO circumstances is cash (monetary gift) to be accepted.
- Employees should not accept any gift where there is, or may be, the perception of a conflict of interest or they believe the gift was a deliberate attempt to receive preferential treatment.
- Council employees that refuse a non-token gift must immediately advise their relevant Director, Manager, the Chief Executive Officer or the Department of Organisational Performance.
- Employees should not accept an Anonymous gift.
- Receipt of a gift will not affect how a duty or function is performed.
- Council employees recognise the cultural sensitivities around gift giving and refusal/return of gifts.
- Employees should consider the following 'GIFT' test when deciding whether to accept or decline a gift, benefit, or hospitality.

G	Giver	Who is providing the gift, benefit or hospitality and what is their relationship to me? Does my role require me to select contractors, award grants, regulate industries or determine government policies? Could the person or organisation benefit from a decision I make?
I	Influence	Are they seeking to influence my decision or actions? Has the gift, benefit or hospitality been offered to me publicly or privately? Is it a courtesy or a token of appreciation or a valuable non-token offer? Does its timing coincide with a decision I am about to make?
F	Favour	Are they seeking a favour in return for the gift, benefit or hospitality? Has the gift, benefit or hospitality been offered honestly? Has the person or organisation made several offers over the last 12 months? Would accepting it create an obligation to return a favour?
T	Trust	Would accepting the gift, benefit or hospitality diminish public trust? How would I feel if the gift, benefit or hospitality became public knowledge? What would my colleagues, family friends or associates think?

- h) Where a procurement process is in place, any officer involved in the evaluation of that procurement should not accept directly or through third parties any gifts from any individual / group that may be involved in the procurement process. It is not appropriate in any circumstances that employees accept gifts from persons or bodies engaged in a competitive procurement process.
- i) Employees need to be particularly aware of the consequence of accepting a gift from a current or potential supplier and/or contractor which may be a crime in itself.
- j) Where a planning or building permit application is in process or any regulatory process is underway, any officer involved in such instances should not accept any gifts from any individual or group that may be involved with the permit application or regulatory activity.

This policy is unlikely to cover all circumstances of gift offering. If employees are unsure about a gift, they should raise the matter with the Chief Executive Officer or the Manager Organisational Performance.

7. Gifts of Appreciation

Gifts of appreciation given as a sign of gratitude, recognised outcomes collectively achieved by the Council and / or by a group of employees as far as is reasonable and practical, such gifts are to be 'pooled' then shared among the Council and / or work group.

8. Ceremonial Gifts

The Yarriambiack Shire Council can direct individuals such as employees or Councillors to accept ceremonial gifts on Council's behalf. Ceremonial gifts need to be recorded on the Council's internal register but does not need to be published.

Ceremonial gifts are treated separately to other types of gifts because:

- a) They are the property of the Council, irrespective of value, and are less likely to create a conflict of interest: and
- b) Refusing ceremonial gifts may cause offence or embarrassment to the organisation, community or government who offered the gift.

9. Councillors

This policy includes the process for accepting, declining, disposing and recording offers of gifts, benefits and hospitality by Councillors. Any exceptions to this process must have the prior written approval of the Chief Executive Officer or the Mayor. As a general principle Councillors will not request the provision of gifts, benefits or hospitality, nor will they be made a condition of financial or other support being provided.

When deciding to accept an offer, individuals should first consider if the offer could be perceived as influencing them in performing their duties or lead to reputational damage; the more valuable the offer, the more likely that a conflict of interest or reputational risk could be created. Similarly, regular offers of smaller gifts can also be perceived as creating conflicts or reputational risk. The 'GIFT' test is intended to help guide the decision whether to accept or decline a gift.

10. Conflict of Interest and Reputational Risk

Conflict of interest considerations are essential in determining how to respond to offers of gifts, benefits or hospitality. You need to ensure that your personal interests do not influence and could not reasonably be perceived to influence you in your role. It is also important to consider whether an offer could affect your standing as a public official; or bring you or the Yarriambiack Shire Council into disrepute. The more valuable the offer, the more likely that a conflict of interest or reputational risk exists.

Council is committed to making all decisions impartially and in the best interests of the whole community. It therefore recognises the importance of fully observing the requirements of the Act in regard to the disclosure of conflicts of interest.

For the purpose of this Policy, a Councillor, member of a delegated committee or an employee of Council has a conflict of interest if the relevant person has a General or Material Conflict of Interest.

11. General Conflict of Interest

A relevant person has a general conflict of interest:

- a) When they have a private interest in a matter, being an interest that does not derive from their public duty as a Council official, does not include an interest that is only a matter of personal opinion or belief.
- b) Where an impartial, fair minded person would consider that their private interest could result in them acting contrary to their public duty.

12. Material Conflict of Interest

A relevant person has a material conflict of interest if an affected person stands to gain a benefit or suffer a loss depending on the outcome of the decision or action. The benefit or loss may be direct, indirect, pecuniary or non-pecuniary.

An **affected person** can be:

- a) The relevant person.
- b) Family member of the relevant person.
- c) A body corporate of which the relevant person or their spouse or domestic partner is a Director or a member of the governing body.
- d) An employer of the relevant person, unless the employer is a public body.

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- e) A business partner of the relevant person.
- f) A person for whom the relevant person is a consultant, contractor or agent.
- g) A beneficiary under a trust or an object of a discretionary trust of which the relevant person is a trustee.
- h) A person from whom the relevant person has received a disclosable gift.

The Act states that a benefit or loss, for material conflicts of interest, includes benefits or losses that are:

- a) Direct or indirect, and
- b) Pecuniary or non-pecuniary.

13. References

The Policy and Guidelines are in accordance with the following legislation:

- a) Yarriambiack Shire Council Enterprise Agreement.
- b) Yarriambiack Shire Council Procurement Policy.
- c) Yarriambiack Council Employee Code of Conduct.
- d) Yarriambiack Councillor Code of Conduct.
- e) Yarriambiack Public Transparency Policy.
- f) Victorian Local Government Best Practice Procurement Guidelines 2020.
- g) Yarriambiack Shire Council Disciplinary Policy and Procedure.
- h) Yarriambiack Shire Council Fraud and Corruption Prevention Policy.
- i) *Local Government Act 2020.*
- j) *Local Government (Governance and Integrity) Regulations 2020*
- k) *Privacy and Data Protection Act 2014*
- l) *Victorian Public Sector Commission – Gifts, Benefits and Hospitality Policy Guide*
- m) *IBAC – Local Government Integrity Framework Review*

Council Approved Policy

Policy Adopted:	Ordinary Meeting 25/09/2019	Item Number 13.5	Page 91
Policy Reviewed:	Ordinary Meeting 28/04/2021	Item Number 13.4	Page 36



COUNCIL'S GIFT, BENEFITS, HOSPITALITY GUIDELINES

(Version 2)

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14. GUIDELINES FOR EMPLOYEES

14.1 Acceptance of Gifts

Employees may accept gifts provided the intent of this policy and the following guidelines are observed:

- All gifts are to be declared - by completing a Council Employee Gifts, Benefits, Hospitality Declaration Form (attached).
- That a gift does not create a conflict of interest or lead to reputational damage.
- Unplanned and impromptu hospitality that is accepted must be declared by completing a 'Council Employee Gifts, Benefits, Hospitality Declaration Form' and recorded on the Employee Gifts, Benefits, Hospitality Register (Employees accepting such hospitality must be mindful that on such occasions they remain ambassadors of Council).

Non-token offers (offers that are more than trivial or inconsequential) can only be accepted if they have a legitimate business benefit. That is, when the offer furthers the conduct of official business or other legitimate goals of the Council. If it does not, you must decline the offer. Examples of non-token offers that must be declined include:

- Tickets to entertainment events that do not relate to your official duties.
- Non-token hospitality provided while introducing you to a product or service.

Where the gift would likely bring you or the Council into disrepute, the Council should return the gift or not accept the gift. If it represents a conflict of interest for you, the gift should be returned or transfer ownership to the Council to mitigate the risk.

14.2 Disposal of Gifts

Based on the dollar value scale set out below, where practicable, certain gifts are to be handed over to the Chief Executive Officer, relevant Director or Manager Organisational Performance, as applicable, for work area 'pooling' or donation to an appropriate charity.

Value of Gift \$	Declare to Whom	Disposal of Gift
Token Offers under \$50 / of Nominal Value	Relevant Director, Manager or Manager – Department of Organisational Performance	Decision to be made by relevant Director or Manager – Department of Organisational Performance. If practical, 'pool' for employees in work area or retain by individual if endorsed by Director or Manager – Department of Organisational Performance. Token Offers that are declined do not need to be recorded.
Non-Token Offers Over \$50	CEO & Manager – Department of Organisation Performance	To be determined by CEO. For gifts received by the CEO, the Mayor will sign the Employee Gifts, Benefits and Hospitality Declaration Form. Gifts accepted or declined to be recorded on the Employee Gifts, Benefits and Hospitality Register.

14.3 Acknowledgement & Recording of Gifts

All gifts other than declined token gifts (gifts under \$50) must be recorded in the Employee Gifts, Benefits, Hospitality Register by the Executive Assistant or Manager Organisational Performance.

As soon as is practicable, all gifts, once properly declared, are to be formally acknowledged to the giver, by the relevant Director stating that (as applicable):

- Goodwill sentiment from the gift is appreciated.
- Where practical, the gift has been pooled for the appreciation of the Council or employee of a designated work area.
- Gift has been retained by Council and is on display.
- Yarriambiack Shire Council is an organisation committed to the highest ethical standards of openness, probity and equality.

If employees refuse a gift, on the basis that they believe that the gift was a deliberate attempt to receive 'special treatment', such instances are to be reported to the Chief Executive Officer, relevant Director / Manager or to the Department of Organisational Performance for appropriate action.

14.4 Maintenance of Register

The Department of Organisational Performance will be responsible for the review, publishing, maintenance and annual reporting of the Employee Gifts, Benefits, Hospitality Register.

15. GUIDELINES FOR COUNCILLORS

15.1 Acceptance of Gifts

The following process must be followed for all accepted gifts, benefits and hospitality:

Value	Roles and Responsibility
Any Value	<p>Councillor</p> <p>Complete Councillor Gifts, Benefits, Hospitality Declaration Form and submit to the Mayor or Chief Executive Officer.</p> <p>Mayor and Councillor Support – Executive Assistant (EA).</p> <p>Formally acknowledge the giver on behalf of the Councillor.</p> <p>Finalise form and submit to the Councillor Support Officer (EA) or Manager – Department of Organisational Performance.</p> <p>Manager – Department of Organisation Performance and/or Councillor Support Officer (EA) to complete and update Councillor Register and Website.</p>

15.2 Not Applicable

This policy does not cover gifts received during a donation period of an election campaign. Refer to Division 10, section 307 of the *Local Government Act 2020*.

15.3 Anonymous Gifts

A Councillor must not accept, directly or indirectly, a gift for the benefit of the Councillor the amount or value of which is equal to or exceeds the gift disclosure threshold unless:

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- a) The name and address of the person making the gift are known to the Councillor; or
- b) At the time when the gift is made, the Councillor is given the name and address of the person making the gift and the Councillor reasonably believes that the name and address so given are the true name and address of the person making the gift.

If the name and address of the person making the gift are not known to the Councillor for who benefit the gift is intended, the Councillor is not in breach if the Councillor disposes of the gift to the Council within 30 days of the gift being received.

15.4 Disposal of Gifts

If a gift does not have a public value the recipient may with the written approval of the Chief Executive Officer, buy the gift from Council. The purchase price must be the wholesale value of the gift in the place of origin at the time of purchase as determined by the Chief Executive Officer. If there is difficulty in assessing the value, valuation must be obtained by Council from an appropriately experienced person or body.

The Chief Executive Officer may dispose of gifts by:

- a) Disposal by resolution of Council.
- b) Transfer to other public agencies or authorities.
- c) Transfer as a gift to a recognised charitable, aid or non-profit organisation.
- d) Archival action by the Victorian Museum or State Library.
- e) Reduction to scrap.
- f) Destruction.

15.5 Acknowledgment & Recording of Gifts

All gifts other than declined token gifts (under \$50) must be acknowledged by the Councillor Support Officer (EA) and be recorded in the Councillor Gifts, Benefits, Hospitality Register by the Councillor Support Officer (EA).

15.6 Maintenance of Public Register

For transparency, and to comply with the minimum accountabilities, information outlined in the register will be published at the end of the financial year. The public register will cover the most recent and the previous financial year gift reporting. The Councillors Support Officer (EA) is responsible for the maintenance of the register.

The Department of Organisational Performance will be responsible for the update and annual reporting of the Councillor Gifts, Benefits, Hospitality Register.

15.7 Disclosure of the Gift Register

The Councillor Gift Register listing gifts, benefits and hospitality declared by Councillors will be accessible via the Yarriambiack Shire Council Website and available for public inspection at the Shire office, via the application to inspect prescribed documents.

Yarriambiack Shire Council will take in consideration their requirements under relevant privacy legislation, including the Information Privacy Principles under *the Privacy and Data Protection Act 2014* when recording items in their register and when publishing their register online.

16. GUIDELINES FOR PROVIDING GIFTS, BENEFITS AND HOSPITALITY

16.1 Provisions of Gifts, Benefits and Hospitality

This section sets out the requirements where Council, Councillors and or employees provide gifts, benefits and hospitalities to others.

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16.2 Requirements when providing Gifts, Benefits and Hospitality

Gifts, benefits and hospitality may be provided when welcoming guests to facilitate the development of business relationships; to further Council's business outcomes and to celebrate achievements.

When deciding whether to provide gifts, benefits and hospitality or what type to provide, you must comply with the financial probity and ensure:

- Any gift, benefit or hospitality, is provided for a business reason that furthers the conduct of official business or other legitimate organisational goals or promotes and supports Council policy objectives.
- That any costs are proportionate to the benefits obtained for Council and would be considered reasonable in terms of community expectations (the following HOST Test is a good reference of what to think about in making this assessment).
- It does not raise an actual, potential or perceived conflict of interest.

HOST TEST		
H	Hospitality	To whom is the gift or hospitality being provided? Will recipients be external business associates, or individuals of the host organisation.
O	Objectives	For what purpose will hospitality be provided? Is the hospitality being provided to further the conduct of official business? Will it promote and support Council's policy objective and priorities? Will it contribute to employees' wellbeing and workplace satisfaction?
S	Spend	Will Council funds be spent? What type of hospitality will be provided? Will it be modest or expensive, and will alcohol be provided as a courtesy or an indulgence? Will the costs incurred be proportionate to the benefits obtained?
T	Trust	Will public trust be enhanced or diminished? Could you publicly explain the rationale for providing the gift or hospitality? Will the event be conducted in a manner which upholds the reputation of Council? Have records in relation to the gift or hospitality been kept in accordance with reporting and recording procedures.

16.3 Containing Costs

Individuals should contain costs involved with providing gifts, benefits and hospitality wherever possible. The following questions may be useful to assist individuals to decide on the type of gift, benefit or hospitality to provide:

- Will the cost of providing the gift, benefit or hospitality be proportionate to the potential benefits?
- Is an external venue necessary or does the organisation have facilities to host the event?

- c) Is the proposed catering or hospitality proportionate to the number of attendees?
- d) Does the size of the event and number of attendees align with intended outcomes?
- e) Will providing the gift, benefit or hospitality be viewed by the public as excessive?

Allocated costs associated with the providing of gifts, benefits and hospitality should adhere to Yarriambiack's Shire Council Procurement Policy in relation to approval procedures and financial delegations.

16.4 Catering Events and Meetings

If an event or meeting extends over mealtimes, it is generally considered a basic courtesy to provide token hospitality such as tea, coffee or a light meal. This type of hospitality usually has a low cost per head and should be consistent with community expectations. The Yarriambiack Shire Council will endeavour to ensure compliance with any obligations under the relevant industrial instrument in relation to meal breaks and any other employee entitlements, including occupational health and safety obligations. Wherever possible, a sufficient break in proceedings will be encouraged to enable participants to seek their own refreshments. Where possible meetings should not be scheduled to conflict with meal times.

16.5 External Guests

Yarriambiack Shire Council may provide gifts, benefits or hospitality for the purpose of:

- a) Receiving guests (e.g. visiting from another Council).
- b) Facilitating relationships between third party organisations.
- c) Celebrating the opening of an event; or
- d) Launching an initiative (e.g. a new community awareness campaign).

16.6 Employees

Yarriambiack Shire Council may provide hospitality to employees for a range of reasons, including catering as part of a larger staff-related event, for example a training course. Catering an event for employees can be an effective means of celebrating achievements or promoting particular behaviours and is consistent with common business practice. In deciding whether your organisation should pay for all, some or none of the costs associated with the event, the following should be considered:

- a) The extent to which the event will contribute to organisational objectives by, for example, reinforcing particular values or motivating employees.
- b) Whether there have been multiple recent events that would result in perceptions of excess.
- c) The need to balance the positive benefits of public recognition with community expectations in relation to modest expenditure by public officials.

Yarriambiack Shire Council does not need to declare or record hospitality provided from other Victorian Public Sector organisations or hospitality provided to stakeholders, including own employees and other Victorian Public Officials if it's offered as part of official business; and or your reason for attending is consistent with Council's functions, objectives and your role.

17. Education and Training

The Council Gifts, Benefits and Hospitality Policy and Guidelines are essential for our organisation. This policy forms part of the Councillor and Employee induction process and forms part of our online training for newly appointed employees. Employees conduct a review of online training every two years.

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18. Reporting

The Council's Gifts, Benefits and Hospitality Register will be made available for public inspection in accordance with the provisions of the Act and reported on an annual basis to the Audit and Risk Committee.

19. Bribery

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

Council Officials must exercise the utmost discretion in accepting hospitality from contractors or their representatives, or from organisations, firms or individuals with whom they have official dealings. Council officials should also make attempts to avoid the ambiguous situation created by visiting the premises of a contractor, organisation, firm or individual uninvited and/or not on official business.

Offers of bribes, commissions or other irregular approaches from organisations or individuals (no matter how flimsy the evidence available), must be promptly brought to the attention of the CEO for Council employees or the CEO / Mayor for Councillors.

Yarriambiack Shire Council needs to be alerted to repeated offers of gifts, benefits and hospitality from a single source and must report to its Audit and Risk Committee on the risks associated with such offers. Repeated offers (taken or non-taken) must be managed appropriately.

20. Breaches

Disciplinary action consistent with Council's Employee Code of Conduct, Councillor Code of Conduct, Disciplinary Policy and relevant legislation, including dismissal, may be taken where an individual fails to adhere to this policy. This includes where an individual fails to avoid wherever possible or identify, declare and manage a conflict of interest related to gifts, benefits and hospitality in accordance with the *Local Government Act 2020*.

Employees and Councillors are responsible for maintaining their own records in relation to receipt of 'disclosable gifts' as defined in the *Local Government Act 2020*, and where necessary reporting these on their Register of Interest Returns. Failure to do so could constitute an offence under that Act.

Council will communicate its policy on the offering and provision of gifts, benefits and hospitality through its Website and as part of any procurement process.

Individuals who consider that gifts, benefits or hospitality or conflict of interest within Council may not have been declared or managed appropriately should notify their CEO, Director or the Department of Organisational Performance. Individuals who believe they have observed corrupt conduct by their colleagues may also make a Public Interest Disclosure in accordance with the Public Interest Disclosure Act 2012 and/or directly to the Independent Broad-based Anti-corruption Commission (IBAC).

Council will take appropriate action, including possible disciplinary action, against individuals who discriminate against or victimise those who speak up in good faith.

These Declaration Forms support the Yarriambiack's Shire Council Gifts, Benefits and Hospitality Policy. Employees and Councillors must declare and seek approval for all offers of gifts, benefits and hospitality (whether accepted or declined). Fields marked in green will be published on the Yarriambiack's Public Register.

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YARRIAMBIACK SHIRE COUNCIL EMPLOYEE GIFTS, BENEFITS AND HOSPITALITY DECLARATION FORM	
Individual to complete	
1. Declaration date	
2. Name (recipient)	
3. Position (e.g. Director)	
4. Department Published only if the offer is accepted	
Details of the gift, benefit or hospitality	
5. Date offered	
6. Describe the gift, benefit or hospitality offered	
7. Estimated or actual value	
8. Name of person (donor) making the offer	
9. Position of person making the offer Published only if the offer is accepted	
10. Name of organisation making the offer Published only if the offer is accepted	
11. Type of organisation; for example: a) sporting organisation; b) conference organisation; or c) lobbying firm Published instead of name of organisation for declined offers	
12. Is the person or organisation making the offer a business associate of the organisation (Yes / No)?	
13. If yes , describe the relationship between them and the organisation 14. If no , describe the relationship between you and the person or organisation making the offer; for example, a personal relationship.	

15. Why is the offer being made?	
16. Would accepting the offer create an actual, potential or perceived conflict of interest (Yes / No)? If yes , then the offer must be declined in accordance with the minimum accountabilities	
17. Would accepting the offer bring you, the organisation or the public sector into disrepute (Yes / No)? If yes , then the offer must be declined in accordance with the minimum accountabilities	
18. Is there a legitimate business benefit to the organisation for accepting the offer? (Yes / No) For example: a) Was it offered during the course of your official duties? b) Does it relate to your official responsibilities? c) Does it have a benefit to the organisation, public sector or State? If no , then the offer must be declined If yes , then the business benefit must be detailed, in accordance with the minimum accountabilities	
19. I accepted the offer YES / NO Please circle answer I declare that all information and details provided in this form are true and correct to the best of my knowledge and belief and that no known relevant information has been omitted. Summary information provided (highlighted in green) will be published on the Shire's website.	Signature Date
20. Director - approval of decision (Mayor to approve CEO gifts)	Signature Date
21. Department of Organisational Performance Final Approval State reason for rejecting approval (if applicable).	Approved Approval Rejected <div style="border: 1px solid black; height: 80px; width: 100%;"></div> Signature_____
<p>Collection Notice: Yarriambiack Shire Council is committed to protecting your privacy. The personal information you provide on this form is being collected for the primary purpose of recording gifts, benefits & Hospitality as per the requirements of the Local Government Act 2020.</p> <p>The personal information being collected via the Gift Declaration Form, will be provided to the CEO, Manager or Councillor Support Officer (EA) for recording.</p> <p>Your personal information will not be disclosed to any external party without your consent, unless required or authorised by law.</p>	

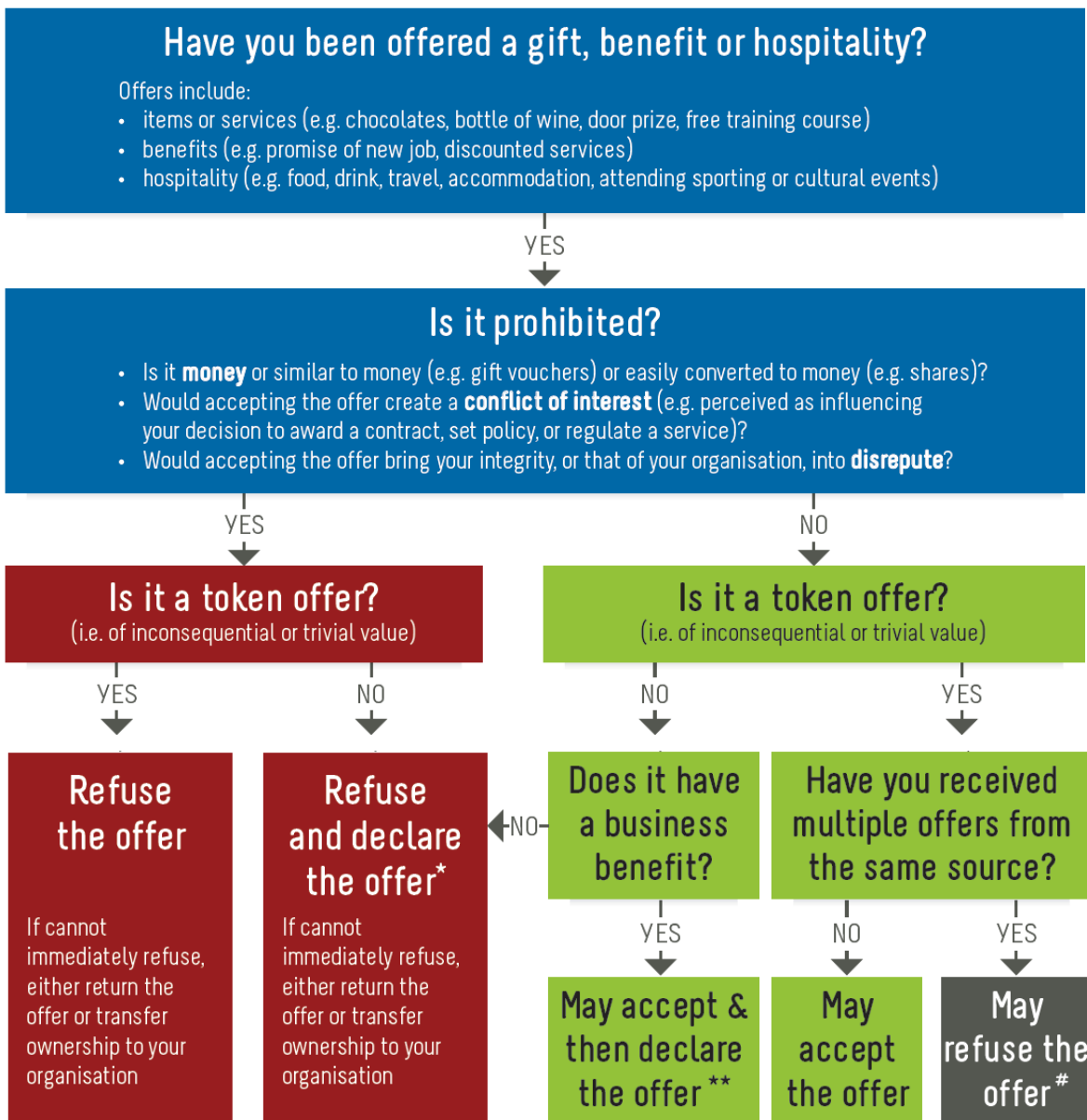
YARRIAMBIACK SHIRE COUNCILLOR GIFTS, BENEFITS AND HOSPITALITY DECLARATION FORM	
Individual to complete	
1. Declaration date	
2. Name (recipient)	
3. Position (e.g. Director)	
4. Department Published only if the offer is accepted	
Details of the gift, benefit or hospitality	
5. Date offered	
6. Describe the gift, benefit or hospitality offered	
7. Estimated or actual value	
8. Name of person (donor) making the offer (or name of person making the offer on behalf of another person).	
9. Position of person making the offer Published only if the offer is accepted	
10. Name of organisation making the offer Published only if the offer is accepted	
11. Type of organisation; for example: a) sporting organisation; b) conference organisation; or c) lobbying firm Published instead of name of organisation for declined offers	
12. Is the person or organisation making the offer a business associate of the organisation (Yes / No)?	
13. If yes, describe the relationship between them and the organisation 14. If no, describe the relationship between you and the person or organisation making the offer; for example, a personal relationship	
15. Why is the offer being made?	
16. Would accepting the offer create an actual, potential or perceived conflict of interest (Yes / No)? If yes, then the offer must be declined in accordance with the minimum accountabilities	

<p>17. Would accepting the offer bring you, the organisation or the public sector into disrepute (Yes / No)? If yes, then the offer must be declined in accordance with the minimum accountabilities</p>	
<p>18. Is there a legitimate business benefit to the organisation for accepting the offer? (Yes / No) For example: a) Was it offered during the course of your official duties? b) Does it relate to your official responsibilities? c) Does it have a benefit to the organisation, public sector or State? If no, then the offer must be declined If yes, then the business benefit must be detailed, in accordance with the minimum accountabilities.</p>	
<p>19. I accepted the offer YES / NO Please circle answer</p> <p>I declare that all information and details provided in this form are true and correct to the best of my knowledge and belief and that no known relevant information has been omitted. Summary information provided (highlighted in green) will be published on the Shire's website.</p>	<p>Signature</p> <p>Date</p>
<p>20. Mayor - approval of decision (CEO to approve Mayor gifts)</p>	<p>Signature</p> <p>Date</p>
<p>21. Department of Organisational Performance – Final Approval</p> <p>State reason for rejecting approval (if applicable).</p>	<p>Approved Approval Rejected</p> <div style="border: 1px solid black; height: 80px; width: 100%;"></div> <p>Signature _____</p> <p>Date _____</p>
<p>Collection Notice: Yarriambiack Shire Council is committed to protecting your privacy. The personal information you provide on this form is being collected for the primary purpose of recording gifts, benefits & Hospitality as per the requirements of the Local Government Act 2020.</p> <p>The personal information being collected via the Gift Declaration Form, will be provided to the CEO, Manager or Councillor Support Officer (EA) for recording.</p> <p>Your personal information will not be disclosed to any external party without your consent, unless required or authorised by law.</p>	

FLOW CHART

Responding to Gifts, Benefits and Hospitality

Public officials do not seek offers of gifts, benefits and hospitality.



* Generic, bulk event invitations that are declined (e.g. spam email offers) do not need to be declared.

** Hospitality from Victorian public sector organisations does not need to be declared.

14 REPORTS FOR DECISION – DIRECTORATE ASSETS AND OPERATIONS

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

14.1 Capital Works Program 2020/2021 (April)

Prepared by Joel Turner, Manager Operations

RECOMMENDATION:

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

Resolution

Moved Cr T Hamilton Seconded Cr C Lehmann

That the recommendation be adopted

Carried

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

CWP 2020/21 March Report - Prepared by Joel Turner

Work Type	Job No.	Road Name	Length	Start to End	Reference Point	Construction date & Comments	Budgeted Cost	Cost to Date
Southern Gravel Resheets	1	Ratray Rd	900	00-900	00 at Stawell W'beal Rd	Dec (Complete)	\$27,000.00	\$25,720.58
	2	Ailsa Wheat Rd	110	9750-9860	00 at Dimboola Minyip Rd	Dec/Jan (complete)	\$3,300.00	\$2960.67
		Mellis Rd	5720	1000-6720	00 at Stawell W'beal Rd	Mar/Apr	\$171,600.00	\$0
	3	Mellis Rd	3060	13670-16730	00 at Stawell W'beal Rd	May	\$123,400	\$87.80
	4	Daveys rd	2600	3800-6400	00 at Donald Murtoa Road	Nov/Dec (complete)	\$78,000.00	\$57,652.97
		Longerenong Warracknabeal Rd	1700	13610-17000	00 at Wimmera Highway (between Horsham Minyip Rd - Daveys Rd)	Mar/Apr	\$51,000.00	\$0
	5	Wards Road	1770	00-1770	00 at Blue Ribbon Road - Fitzgerald Road	Oct/Nov (complete)	\$53,100.00	\$31,244.18
	6	Carron Rd	2630	8850-11480	00 Rupanyup Road	Jan/Feb (complete)	\$78,900.00	\$34,093.71
	7	Drillers Rd	970	00-970	00 at Yarriambiack Creek - Longerenong W'beal Road	Oct/Nov (complete)	\$29,100.00	\$11,606.93
	8	Nitschke Rd	1000	2630-3630	00 at Mellis Road	Jan/Feb (complete)	\$30,000.00	\$13,660.72
	9	Moloneys Rd	1040	17780-18820	00 at Borung Highway	Jan/Feb (complete)	\$31,200.00	\$14,980.01
	10	Wynne Rd	1200	1400-2620	00 at Schaches Road - Banyena Pimpinio Road	Oct/Nov (complete)	\$36,000.00	\$13,296.82
	11	Albrechts Rd	1280	00-1280	00 at Dimboola Minyip Rd	Mar/Apr	\$38,400.00	\$0
		Kewell School Rd	1880	5820-7700	00 at Donald Murtoa Road	Mar/Apr	\$56,400.00	\$0
	12	Florence rd	3180	00-3180	00 at Stawell Warracknabeal rd	Mar/Apr	\$95,400.00	\$-
	13	Lawler rd	1500	800-2300	00 at end of seal Boolite Sheep Hills rd – Lawler Carron rd	Mar/Apr (50% complete)	\$43,600.00	\$10,323
	14	Hewitts Rd	1850	00-1850	00 at W'beal Birchip Road	Mar/Apr (complete)	\$55,500.00	\$2,296.19
	15	Walders Road	1950	00-1950	00 at Watchem Warracknabeal Road -	Mar/Apr	\$58,500.00	\$0

Northern Gravel Resheets	1	Erhardt Rd	530	0-530	00 at Birchip Rainbow Rd	Jan/Feb (complete)	\$15,900.00	\$11,451.73
	2	Guleys Road	3490	00-3490	00 at Golf Hill Rd	Nov/Dec (complete)	\$104,700.00	\$69,641.76
	3	Kinkora Rd	1290	6030-7320	00 at Windy Ridge Rd	Aug/Sep (complete)	\$38,700.00	\$36,179.19
	4	Lascelles North Rd	1250	13280-14530	00 at Sea Lake Lascelles Rd	Mar/Apr	\$37,500.00	\$0
	5	Lascelles St (Rosebery)	180	300-480	00 at Oehm Street	July (complete)	\$5,400.00	\$5,171.67
	6	Maidavale Rd	480	0-480	00 at Henty Hwy	Aug/Sep (complete)	\$14,400.00	\$24,041.08
	7	Martins Road	1034	8936-9970	00 at Bangerang Rd	Mar/Apr (started, material carted)	\$31,020.00	\$14,769.05
	8	McFarlanes Rd	1490	3700-5190	00 at Henty Hwy	Apr/May (started, material carted)	\$44,700.00	\$4,305.64
	9	Roberts Rd 2	2000	1500-3500	00 at Sunraysia Hwy	Oct/Nov (complete)	\$60,000.00	\$46,776.36
	10	Rosebery East Rd	1455	11345-12800	00 at Henty Hwy	Mar/Apr	\$43,650.00	\$0
	11	Two Mile Rd	1020	4800-5820	00 at Henty Hwy	Jan/Feb (complete)	\$30,600.00	\$24,264.30
	12	Wardles Road East	1350	0-1350	00 at Sheep Hills Bangerang	Mar/Apr	\$40,500.00	\$0
	13	Frankel Rd	1340	0-1340	00 at Old Walpeup Rd	Mar/Apr	\$40,200.00	\$0
	14	Golf Hill Rd	390	7180-7570	00 at Henty Hwy	July (complete)	\$11,700.00	\$24,501.84
	15	Golf Hill Rd	1730	9320-11050	00 at Henty Hwy	July (complete)	\$51,900.00	\$34,327.75
	16	Lascelles East Rd	1000	9600-10600	00 at Sea Lake Lascelles Rd	Mar/Apr	\$30,000.00	\$0
	17	King Rd	2780	1240-4020	00 Geodetic Road	Mar/Apr	\$83,400.00	\$0
	18	Hancock Rd	200	00-200	00 at Geodetic Road	Oct/Nov (complete)	\$6,000.00	\$9,161.85
	19	Smiths Rd	2000	0-2000	00 at Elliot Rd	Jan/Feb (complete)	\$60,000.00	\$29,122.21
	20	McPhersons Rd	2030	10340-12370	00 at Henty Hwy	Jan/Feb (complete)	\$60,900.00	\$59,841.49
			58699			TOTAL	\$1,760,970.00	\$627,073.17

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

	7	Glenorchy Rd-Warranooke Rd Intersection	50			Mar/Apr	\$16,800.00	\$0
	8	Simson Street	40	either side, centre of each driveway	Road awkward to rehabilitate using council plant. Condition requires rehabilitation, hot mix will rectify.	Mar/Apr	\$6,720.00	\$0
			680	0	0		\$99,540.00	\$0
Shoulder Resheet	1	Minyip Dimboola Rd	1440	12770-14210	00 at Stawell W'beal Road	Aug/Sep (complete)	\$57,600.00	\$76,362.64
	2	Minyip Banyena Road	2215	00-2215	00 at Stawell W'beal Road	Oct/Nov (complete)	\$88,600.00	\$51,8782.48
	3	Boolite Sheep Hills Road	1463	11267-12730	00 at Sheep Hills Minyip	Aug/Sep (complete)	\$58,520.00	\$102.596.82
	5	Blue Ribbon Road	2800	5450-8250	00 at Borung Highway	Aug/Sep (complete)	\$112,000.00	\$141,593.98
	6	Banyena Pimpinio Road	800	27400-28200	East of Railway Line, 00 at Banyena Silo Rd	Sep/Oct (complete)	\$32,000.00	\$8,442.46
	7	Sea Lake Lascelles Road	1140 3040	10124-11264 15100-18300	East of Gama-Sea-Lake Rd	Jan/Feb (3km section complete)	\$121,600.00	\$8,771.16
	8	Centre Hill Road	1500	4840-6440	North from current resheet 00 at Hopetoun Sea Lake	Mar/Apr	\$60,000.00	\$0
	9	Ailsa Road	2010	9130-11140	00 at Borung Highway	July (complete)	\$80,400.00	\$39,220.27
	10	Aubrey Road	1690	1530-3220	00 at Jeparit Warracknabeal Road	Aug (complete)	\$67,600.00	\$106,705.75
	11	Aubrey Road	2515	11650-14165	00 at Jeparit Warracknabeal Road	Aug/Sep (complete)	\$100,600.00	As above (Combined)
	12	Blue Ribbon Road	1620	0-1620	00 at Borung Highway	July (complete)	\$64,800.00	\$141,593.98

	13	Blue Ribbon Road	2410	5450-7860	00 at Borung Highway	Aug/Sep (complete)	\$96,400.00	As above (combined)
	14	Gama Sea Lake Road	1425	3690-5115	00 at Sunraysia Highway	Jan/Feb (complete)	\$57,000.00	\$16,873.47
	15	Minyip Banyena Road	1080	2215-3295	00 at Stawell W'beal Road	July (complete)	\$43,200.00	\$51,782.48
	16	Minyip Rich Avon Road	994	14286-15280	00 at Stawell W'beal Road	July (complete)	\$39,760.00	\$22,800
			27002				\$1,080,080.00	\$586,233.00
Rural Rehab	1	Minyip Banyena Rd	2000	4800-new segment (last rehab towards Minyip)	Widening seal, road meets AADT requirements for a 6.6m seal and road condition requires rehabilitation.	Apr/May	\$396,000.00	\$10,429.77
	2	Rosebery Rainbow Rd	740	7650-8390	Road condition requires rehabilitation. 4m seal 8m pavement.	Jan/Feb (complete)	\$88,800.00	\$85,034.30
	3	Gama Sea Lake Rd	1680	8520-10200	Road condition requires rehabilitation. 4m seal 8m pavement.	Mar/Apr	\$201,600.00	\$2,398.00
	4	Banyena Pimpinio Rd	869	24380-25249	Widening seal, road meets AADT requirements for a 6.6m seal and road condition requires rehabilitation.	Oct/Nov (complete)	\$172,062.00	\$164,624.55
	5	Sea Lake Lascelles Rd	1000	12264-13264	Widening seal, road meets AADT requirements for a 6.6m seal and road condition requires rehabilitation.	Mar/Apr (50% complete)	\$200,000.00	\$108,496.14

	6	Glenorchy Rd	1810	3520-5330	Widening seal, road meets AADT requirements for a 6.6m seal and road condition requires rehabilitation.	Mar/Apr	\$358,380.00	\$9,671.23
	7	Hopetoun Yaapeet Rd	2000	16385-18385	Widening seal, road meets AADT requirements for a 6.6m seal and road condition requires rehabilitation.	Jan/Feb (complete)	\$396,000.00	\$226,522.48
	8	Warranooke rd	850	3900-4750	Road condition requires rehabilitation. 4m seal 8m pavement.	Mar/Apr (50% complete)	\$200,000.00	\$51,415.61
							\$2,008,842	
Urban Rehab	1	Morris Street	200	Mills St - Church St		Aug/Sep (complete)	\$55,440.00	\$128,233.37
	2	Mill Street	700	Change (end of seal) - Stawell W'beal Rd		Oct/Nov (complete)	\$194,040.00	\$161,236.10
	3	Cemetery Rd	100		Car park in front of cemetery North side (in between two cemetery entrance)	Mar/Apr	\$22,500.00	\$684.50
	4	R Learmonth Rd	270		Stabilised from Wimpak through to South street along East side.	Mar/Apr	\$80,190.00	\$0
			1270				\$352,170.00	\$292,164

Footpath	1	Dogshun st from Lascelles st to school and up to school, crossing landing on school side	200		Footpth leading to school and hospital made from old asphalt with large cracks needs replacing. Footpath hierarchy needs checking to ensure path is a high category.	Aug/Sep (complete)	\$42,600.00	\$-
	2	Munro St, Murtoa Hamilton street to school	350		Footpath leading to both schools, made of of asphalt large cracks and dangerous needs replacing. Footpath hierarchy needs checking to ensure path is a high category.	Oct/Nov (complete)	\$74,550.00	\$49,775.57
			550				\$117,150.00	\$49,7765.57
Bridge	1	Minyip Banyena Rd Box Culverts	3.6m x 9m	5.5km from Stawell W'beal Road	00 at Stawell W'beal Road	Widening bridge to meet Australian Standards as it has deteriorate d and requires urgent repair. Speed has been reduced.	\$50,000.00	\$0
							\$50,000.00	\$0
Reseal	1	Nandaly Tempy Rd	1610	0-1610	00 at Sunraysia Hwy	Nov/Dec (complete)	\$43,470.00	\$25,811
	2	Glenorchy Rd	579	5330-5909	00 at Wimmera Hwy	Nov/Dec (complete)	\$32,134.50	\$55,279.40
	3	Banyena Pimpinio Rd	1358	26834-28192	00 at Banyena Silo Road	Jan (complete)	\$101,850.00	\$25,222.82
	4	Dyer St	234	443-677	McIntosh Ave- Sweetman St	Mar/Apr	\$15,795.00	\$14,377.30
	5	Dyer St	304	1250-1554	Change - Wimmera Hwy	Mar/Apr	\$15,504.00	\$14,377.30
	6	Boolite-Sheephills Rd	2380	3310-5690	00 at Sheep Hills Minyip	Jan (complete)	\$66,045.00	\$42,182.32
	7	Duncan St	344	424-768	Breen Street-Comyn Street	Jan (complete)	\$21,328.00	\$20,037.52
	8	Friend St	200	00-200	Lake Street - Lloyd Street	Jan (complete)	\$12,750.00	\$11,152.96
	9	Webb St	193	35-228	Munro Street - Change	Jan (complete)	\$14,909.25	\$10,985.80
	10	Taylor St	107	406-513	Walter Street - North end	Mar/Apr	\$8,025.00	\$11,744.05
	11	Thomas St	524	00-524	Gardiner St - Franklin St	Nov/Dec (complete)	\$21,615.00	\$39,033.74

	12	Devereux St	242	357-599	Lyle to Woolcock	Mar/Apr	\$39,204.00	\$-
	13	Milbourne St	132	129-261	Jamouneau St - Scott St	Nov/Dec (complete)	\$5,445.00	\$15,173.72
	14	Gardiner St	231	00- 231	Anderson St- Scott St	Dec (complete)	\$19,057.50	\$29,312.58
	15	Minyip Rich Avon Rd	285	15610-15895	00 at Stawell Warracknabeal	Nov/Dec (complete)	\$7,908.75	\$14,430.64
	16	Turriff West Rd	520	00-520	00 at Sunraysia Highway	Nov/Dec (complete)	\$21,450.00	\$29,750.16
	17	Horsham Lubeck Rd	1410	12330-13740	00 at Stawell W'beal Rd	Nov/Dec (complete)	\$69,795.00	\$52,279.40
	18	Rupanyup Road	1800	Hepworth Road and Kent Road	00 at Donald Murtoa Rd	Nov/Dec (complete)	\$83,700.00	\$93,308.27
	20	Soldiers Ave	160	495-655	Change - Comyn Street	Jan (complete)	\$12,000.00	\$10,391.60
	21	Walter Str	81	200-281	Cromie St - Stewart St	Jan (complete)	\$3,341.25	\$7,375.00
	22	Gibson Str	938	00-938	Start to End	Jan (complete)	\$61,556.25	\$25,130.16
	23	Wood St	141	243-384	Dyer St - Cromie St	Jan (complete)	\$5,816.25	\$12,533.40
	24	Simpson Ave	212	0-212	Dyer St - Ron Lingham Drive	Mar/Apr	\$12,402.00	\$10,201.48
	25	Molyneaux St	288	00-288	Gardiner St - Arnold St	Nov/Dec (complete)	\$11,880.00	\$21,889.98
	26	McLean St	178	00-178	Start (Creek Side) - Hudgson St	Mar/Apr	\$9,211.50	\$7593.32
	27	South St	125	00-125		Mar/Apr	\$6,375.00	\$0
	28	Boree St	187	0-187	Wychunga st - Quandong St	Nov/Dec (complete)	\$7,713.75	\$21,446.06
	29	Toole St	161	382-543	Austin St - Murdoch St	Mar/Apr	\$12,316.50	\$0
			14924				\$742,598.50	
Kerbing	1	Petering Street	215	00-215	Mill St to Church St	Apr/May	\$32,250.00	\$0
	2	Jamouneau Street	240	Woolcock St to Phillips St	Right side from Woolcock St towards Phillips St	Apr/May	\$66,000.00	\$290.03
	3	Devereux Street	204			Apr/May	\$100,000.00	\$0
	4	Bowman Street	25			Apr/May	\$12,000.00	\$0
			684				\$210,250.00	\$290.03
Stabilisation	1	Carroll Street	202	370-572		Apr/May	\$22,725.00	\$0
	2	Ashens Jackson rd	300			Apr/May	\$74,250.00	\$0
			502				\$96,975.00	\$0

14.2 Permits issued by Assets and Operations Department – March 2021

RECOMMENDATION:

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

Resolution

Moved Cr T Hamilton Seconded Cr K Zanker

That the recommendation be adopted

Carried

Reference No	Description	Address	Date of Issue
Building Permits			
BP03-21	Dwelling Removal	Minyip	01/03/2021
BP12-21	Shed	Beulah	02/03/2021
BP13-21	Garage	Warracknabeal	02/03/2021
BP153-20	Dwelling	Beulah	23/12/2021
BP11-21	Fire Reels	Minyip Progress	11/03/2021
BP22-21	Dwelling	Warracknabeal	17/03/2021
Planning Permits			
TP10-21	Dwelling	Warracknabeal	29/03/2021
Road Reserve Works & Asset Protection Permits			
03-2021	Willmore Contractors	Bridge Removal for GWM Water	24/03/2021
04-2021	Willmore Contractors	Bridge Removal for GWM Water	24/03/2021
05-2021	Willmore Contractors	Bridge Removal for GWM Water	24/03/2021
06-2021	Willmore Contractors	Bridge Removal for GWM Water	24/03/2021
07-2021	Willmore Contractors	Bridge Removal for GWM Water	24/03/2021
08-2021	Elliot Quality Painters	Shop Fronts	31/03/2021

14.3 Rescind Water ReUse Policy

Prepared by Adam Moar - Manager Development Services

SUMMARY

This report discusses a policy developed in November 2000 by Council to support the conservation and reuse of water throughout the Shire as an important principle to enable the efficient use of this scarce commodity.

The policy is out of date.

RECOMMENDATION:

That Council rescind the Water Reuse Policy 2000

Resolution

Moved Cr T Hamilton Seconded Cr K Zanker

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Water Reuse Policy 2000](#)

DISCUSSION

In November 2000 Council developed and adopted the Water Reuse Policy to outline its support for the reuse and conservation of water. At the time of this policy Australia was in drought conditions, which extended through to 2010.

Since the adoption of the policy water management has been subject to many other guidelines and policy documents prepared by the State Government and other Government bodies and agencies, such as GWMWater and the Catchment Management Authorities.

The Integrated Water Management program was established by the Victorian Government in 2017 and has created an Integrated Water Management Framework for Victoria which expands on the issues raised in the policy.

In 2018 the Victorian Planning Provisions and the Yarriambiack Planning Scheme were changed to include a specific clause to provide for stormwater management requirements for commercial, industrial, and residential subdivisions and developments.

Both the Integrated Water Management Framework for Victoria and the changes to the Victorian Planning Scheme provide for broader water management solutions than is contained in the policy. Therefore, it is recommended that the Water Reuse Policy be rescinded.

RELEVANT LAW

Water Act 1989

Catchment and Land Protection Act 1994

COUNCIL PLANS AND POLICIES

Council Plan 2017-2021

MINUTES	Ordinary Meeting of Council
Issue Date: 28 April 2021	

Strategic Objective 2.2 – Attractive streetscapes, town entrances, parks and gardens

Current strategy:- Provide clean and functional community facilities and public amenities throughout the Shire by facilitating projects supporting sustainable water use objectives.

Yarriambiack Planning Scheme

RELATED COUNCIL DECISIONS

Nil

OPTIONS

The policy duplicates goals and objectives set by the State government through other policy documents.

SUSTAINABILITY IMPLICATIONS

Discuss whether the subject matter of the report raises any sustainability implications.

Environmental

Positive, the contents of Water Reuse Policy may not reflect the current best practices methods for water reuse. The State government policies and documents are likely to achieve broader and positive water management outcomes.

Climate change

Positive, the contents of Water Reuse Policy may not reflect the current best practices methods for water reuse. The State government policies and documents are likely to achieve broader and positive water management outcomes.

COMMUNITY ENGAGEMENT

Nil.

RISK

Assess the risk for the decision.

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>
Low	Minor	The old policy may contradict best practice methods for water management.	Remove old policy to avoid duplication or the potential for contradictions with best practice methods.

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Integrated Water Management Framework for Victoria

Victorian Planning Provisions

CONFLICTS OF INTEREST

This report has been prepared by Adam Moar, Manager Development Services, I declare no conflict of interest in preparation of this report.



WATER REUSE POLICY

**Adopted by Council
6 November 2000**

YARRIAMBIACK SHIRE COUNCIL WATER REUSE POLICY

The Yarriambiack Shire supports the conservation and reuse of water throughout the Shire as an important principle to enable the efficient use of this scarce commodity.

Where ever practicable water should be conserved and collected to be used for the benefit of the community. Effective and efficient watering systems are encouraged such as the use of dripper systems and low water usage processes.

Council supports systems that collect rainfall run off from townships. As a first priority this water should be directed to public facilities and then toward private or commercial uses. Priority will be given to uses that provide the widest community benefit.

Council supports systems that are designed to reuse wastewater from township sewerage system or other facilities. The operators of such facilities should bring their wastewater or run off to a suitable standard for reuse on public areas as part of the operation of their site. All proposals must meet appropriate public health standards as to the quality of water to be re-used on each proposal.

Council support proper management of wastewater and domestic and commercial rain water tanks where the health of the community and the environment are protected – both now and for future generations. Proposed strategies must be assessed on their merits, taking into account the social and economic benefits and costs, in accordance with Victorian legislation.

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 – March 2021

RECOMMENDATION

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

Resolution

Moved Cr K Zanker Seconded Cr C Heintze

That the recommendation be adopted

Carried

Reference No	Name / Location	Description	Date of Issue
Local Laws Permits			
03-2021	GWM Water	Information Van Parking	15/03/2021
04-2021	Wild Duck Kafe	Business	29/03/2021
05-2021	Creative Circuit	Business	29/03/2021
06-2021	Shammy's Hideaway Café and Catering	Business	31/03/2021
07-2021	The Salvation Army	Door Knocking	31/03/2021
Firewood collection Permits			
	Warracknabeal	Firewood Collection	01/04/2021
	Brim	Firewood Collection	13/4/2021
	Murtoa	Firewood Collection	15/04/2021

Cr C Heintze declared conflict of Interest against Item 16.2 SHARE grants

Cr C Heintze left Chambers at 10:15am

15.2 SHARE Grants Round 2 2020/2021

Prepared by Gavin Blinman, Director Community Development & Wellbeing

SUMMARY

Following an evaluation by Council staff as per Councils Share Grants Policy, 15 successful applications totalling \$30,177 require Council's approval.

RECOMMENDATION

That Council:

Endorse and approve the 15 successful applications totalling \$30,177 for payment.

Resolution

Moved Cr T Hamilton Seconded Cr K Zanker

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Share Grant Evaluation](#)

DISCUSSION

Share grants round 1 were approved totalling \$30,495, Council has budgeted for \$60,000 in current budget for the Share Grant program. If council approves this round of \$30,177 it will be \$672 over budget.

RELEVANT LAW

Not applicable

COUNCIL PLANS AND POLICIES

Councils Share Community Grants policy

RELATED COUNCIL DECISIONS

Share Grants Round 1 August 2020

OPTIONS

The grants provide support for communities across the Shire.

SUSTAINABILITY IMPLICATIONS

Discuss whether the subject matter of the report raises any sustainability implications.

Economic

Have been budgeted for

Social

Improves community's wellbeing and supports clubs to continue in their roles

MINUTES	Ordinary Meeting of Council
Issue Date: 28 April 2021	

Financial

Allocated in 2020/21 budget.

COMMUNITY ENGAGEMENT

Grant round was advertised across all communities.

RISK

Assess the risk for the decision.

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>
Medium	Medium	If council discontinued grant community groups may not have a revenue stream to continue activities.	Policy and budget by council supports community groups

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.

Cr C Heintze returned to Council Chambers at 10:21am

Evaluation Report

Name: SHARE GRANT EVALUATION – ROUND 2 2020/2021

Date: 19/03/2021

Officer: BRENTON CHENEY

1. DESCRIPTION

1.1 Scope

Evaluation of SHARE Grant submissions for Round 2 (2020/21) – all submissions scored using 0 – 9 scoring.

1.2 Term of Contract

The projects are to be completed by 31st December 2021.

1.3 Budget (excluding GST)

- Yarriambiack Shire Council **\$30,000**

2. SUBMISSIONS

2.1 Refer to attached spreadsheet

3. EVALUATION PANEL

In accordance with Council's SHARE Grants Policy & Procedure, the evaluation team were selected from within Council's employees. All participants declared no conflict of interest. The evaluation team includes:

- Rebecca Botheras – Sport & Recreation Officer
- Marianne Ferguson – Manager Community Development
- Andrea Stepney – Project Officer

4. EVALUATION CRITERIA

Applications were evaluated in accordance with the qualitative criteria and weightings relevant to each funding stream. Funding streams are as follows:

- Community Share Grant - Event and Sponsorship (up to \$1,000 with no matching funding)
- Community Share Grant – Business and Streetscape (Up to \$2,000 with 1:1 funding)
- Community Share Grant – Community Building Grants (up to \$3,000 with no matching funding)

5. EVALUATION SCORES

Evaluations were conducted independently through an online link to the submissions and scorecard. Scores from the three evaluations were averaged and the final score is identified in the attached evaluation spread sheet.

6. SUMMARY

There were 35 submissions with the first 15 highest scoring applications totaling \$30,177.00
The summary of scores is below.

Project Number	Project Name	Applicant	Grant Requested	Average Score
2020RD2004	Children's Memorial Minyip cemetery	Minyip & District Historical society	\$3,000.00	83
2020RD20017	The Dry Signs	Beaulah historical learning	\$1,682.00	77
2020RD20002	End of season wind up	Brim/ kSh cricket club	\$800.00	74
2020RD20010	New competition tops	Warracknabeal fire brigade	\$1,000.00	73
2020RD20005	Re Clad old dressing shed	Yaapeet community club	\$3,000.00	72
2020RD20035	Flying doctors	Minyip Meats	\$1,000.00	71
2020RD20034	Sign Writing	DMA	\$2,000.00	71
2020RD20008	Zmorph Technical Support	Warracknabeal Anglican church	\$1,000.00	71
2020RD20013	Art creation & display	Warracknabeal Playgroup	\$3,000.00	70
2020RD20024	Chainsaw art trial	Rupanyup major events	\$3,000.00	68
2020RD20028	Moving our community gym	Hopetoun neighborhood house	\$3,000.00	68
2020RD20066	Minyip show & shine	Freedom Riders Australia	\$1,000.00	66
2020RD20031	Improved Al Fresco dining	Warrack Hot Bread	\$2,000.00	66
2020RD20006	Upgrade of shade & weather shelters	Warrack Bowls club	\$2,000.00	65
2020RD20019	Community defibrillator	Rupanyup & District historical society	\$2,695.00	65
				\$30,177.00
2020RD2	Window frame painting	Concordia cottage	\$1,250.00	63
2020RD2	Net area development & safety upgrade	Lubeck/Murtoa CC	\$2,890.00	62

7. RECOMMENDATION OF EVALUATION PANEL

A) That Council accepts the report for evaluated submissions for \$30,177.00.

8. DELEGATED AWARDING OF CONTRACT

I have reviewed the attached report and evaluation process and endorse the Evaluation Team's recommendation.

Name: Gavin Blinman

Signature: 

DATE: 22/ 3/ 21

DIRECTOR OF COMMUNITY DEVELOPMENT & WELLBEING

Cr Graeme Massey declared a Conflict of Interest against Item 15.3 Lease on 81 Scott Street, Warracknabeal

15.3 Lease of 81 Scott Street

Prepared by Gavin Blinman, Director Community Development & Wellbeing

SUMMARY

Council leases this building to community groups to support tourism and volunteers and ensure good use of its assets.

RECOMMENDATION

That Council:

Approve the lease for a period of 5 years initially to Warracknabeal and District Historical Society at 81 Scott Street for use as a museum.

Resolution

Moved Cr C Lehmann Seconded Cr A McLean

That the recommendation be adopted

Carried

ATTACHMENTS

[Attachment: Lease of 81 Scott Street document](#)

DISCUSSION

The Warracknabeal and District Historical Society have operated a Museum under Lease from Council at 81 Scott Street, the old bank building for several years. The Lease is now due for renewal. Following consultation with the society a Lease document has been drafted for approval with input from the society members.

RELEVANT LAW

- Part 5 Division 4, section 115 deals with leasing land.

COUNCIL PLANS AND POLICIES

Leasing and Licence policy

RELATED COUNCIL DECISIONS

Nil

OPTIONS

This decision will continue to support a community group to attract tourism to Warracknabeal.

SUSTAINABILITY IMPLICATIONS

Discuss whether the subject matter of the report raises any sustainability implications.

Economic.

Low impact maintenance only required.

Social.

Good support of volunteers.

MINUTES	Ordinary Meeting of Council
Issue Date: 28 April 2021	

Environmental.

Council asset is maintained.

Financial.

Some costs to council with maintenance.

COMMUNITY ENGAGEMENT

The Historical Society were consulted and had input to lease.

RISK

Assess the risk for the decision.

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

Risk Rating	Consequence	Risk Description	Action
low	low	Asset not utilised and falls into disrepair	Community Group uses and look after asset with council support

REGIONAL, STATE AND NATIONAL PLANS AND POLICIES

Nil

CONFLICTS OF INTEREST

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

***Standard Form Lease –/
Community***

YARRIAMBIACK SHIRE COUNCIL

and

**THE WARRACKNABEAL & DISTRICT
HISTORICAL SOCIETY**

LEASE :WHOLE OF BUILDING

Premises: *Warracknabeal Historical Centre
81 Scott st Warracknabeal 3393*

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PARTIES

- 1 **YARRIAMBIAK SHIRE COUNCIL**
of 34 Lyle Street, Warracknabeal VIC 3393
("Landlord")
- 2 Warracknabeal & District Historical Society

81 Scott Street, Warracknabeal 3393
("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 and so as to achieve the objectives referred to above.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this lease, unless the contrary intention appears:

- 1.1 "**Authorised Officer**" in the case of either party means a person appointed by that party to act on its behalf under this lease.
- 1.2 "**Building**" means the building described in item 6.1 of Schedule 1.
- 1.3 "**Commencement Date**" means the date set out in item 2 of Schedule 1.
- 1.4 "**Common Areas**" means those parts of the Building which are made available by the Landlord for the common use of all occupiers of the Building, including the Landlord, as marked on the plan in Schedule 2 (if any).
- 1.5 "**CPI**" means:
 - 1.5.1 the Consumer Price Index (All Groups) Melbourne; or
 - 1.5.2 if that index is suspended or discontinued and another index is substituted by the Australian Statistician, that index; or
 - 1.5.3 if there is no index under the preceding paragraph, the general inflation rate in Victoria as used by the Victorian treasury for the relevant period.
- 1.6 "**Default Event**" has the meaning given to it in clause 20.1.

- 1.7 **"Essential Safety Measures"** means essential safety measures as defined in the Regulations and that are within the Premises or Building.
- 1.8 **"Expiry Date"** means the last day of the Term and is the date set out in item 3 of Schedule 1.
- 1.9 **"GST"** means the goods and services tax levied under the GST Act or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.
- 1.10 **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.11 **"Input Tax Credit"**, in relation to a Taxable Supply, means a credit under the GST Act for the GST payable by the recipient in respect of the Taxable Supply.
- 1.12 **"Land"** means the land described in item 6.2 of Schedule 1.
- 1.13 **"Landlord's Property"** means anything in the Premises at any time during the Term which is not the Tenant's Property.
- 1.14 **"Lettable Area"** means the area calculated in accordance with the appropriate method of measurement published as at the Commencement Date by the Property Council of Australia for that type of premises.
- 1.15 **"Maintenance Schedule"** means the maintenance schedule set out in Schedule 4.
- 1.16 **"Permitted Use"** means the use described in item 5 of Schedule 1.
- 1.17 **"Personal Information"** means personal information as defined in the *Information Privacy Act 2000* (Vic).
- 1.18 **"Premises"** means the premises described in item 7 of Schedule 1 and includes the Landlord's Property within the Premises.
- 1.19 **"Rates and Taxes"** means all rates, assessments, levies and other charges payable in connection with the Premises, Building and Land, and all taxes (including land tax on the basis that the Land is the only land owned by the Landlord) but excluding the Landlord's income tax and capital gains tax.
- 1.20 **"Regulations"** means the *Building Regulations 2006* (Vic) and any amendment to or replacement of those regulations.
- 1.21 **"Rent"** means the amount specified in item 8 of Schedule 1, and as revised in accordance with this lease.
- 1.22 **"Rent Review Date"** means each of the dates specified in item 10 of Schedule 1.
- 1.23 **"Review Period"** means the review period following each Rent Review Date until the next Rent Review Date or until the end of this lease.
- 1.24 **"Start Of The Lease"** means the first day of the Term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
- 1.25 **"Tax Invoice"**, in relation to a Taxable Supply, means an invoice for the Taxable Supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the Taxable Supply.
- 1.26 **"Taxable Supply"** means a taxable supply within the meaning of the GST Act.

- 1.27 **"Tenant"** means the person or persons set out in item 1 of Schedule 1 and includes the Tenant's personal representatives, successors and permitted assignees.
- 1.28 **"Tenant's Agents"** means the members, employees, agents, contractors, customers, invitees and tenants of the Tenant.
- 1.29 **"Tenant's Property"** means everything on the Premises at any time during the Term belonging to the Tenant, including the items listed in Schedule 3.
- 1.30 **"Tenant's Proportion"** means the Tenant's share of the Rates and Taxes which is calculated in accordance with item 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 Services

4.2.1 The Tenant must pay all assessments, levies, charges and consumption costs for electricity, water and telecommunications services, air conditioning and ventilation systems and security services supplied to the Premises as and when they fall due.

4.2.2 If required by the Landlord, the Tenant must install and pay for a separate meter for recording or measuring any of the services referred to in clause 4.3.1.

5 RENT REVIEW

5.1 Market Review

If item 10 of Schedule 1 provides for a market review of Rent on any Rent Review Date, the following provisions will apply:

5.1.1 The Landlord may initiate a review of Rent by giving the Tenant a written notice stating the rent which it considers to be the current open market rent for the Premises ("**Landlord's notice**").

5.1.2 If the Tenant disagrees with the proposed rent, the Tenant must give the Landlord a written notice ("**Tenant's notice**") objecting to the proposed rent within 21 days of the date of the Landlord's notice. Time will be of the essence for the delivery of the Tenant's notice.

5.1.3 If the Tenant does not serve the Tenant's notice on the Landlord, the proposed rent as set out in the Landlord's notice will be the Rent for the next Review Period.

5.1.4 If the Tenant serves the Tenant's notice within the prescribed time and the parties cannot agree on the rent for the next Review Period, it shall be determined by a valuer who:

(a) is a full member of not less than 5 years' standing of the Australian Property Institute - Victorian Division ("**API**"); and

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

5.1.5 If the parties cannot agree upon a valuer within 21 days after the date of the Tenant's notice either party may request the President of the Australian Property Institute, Victorian Division, to appoint a valuer who meets the criteria in clause 5.1.4 to determine the current open market rent of the Premises.

5.1.6 Until the rent is determined by the valuer, the Tenant must continue to pay the Rent payable just before the relevant Rent Review Date.

5.1.7 In determining the current open market rent of the Premises, the valuer must:

(a) act as an expert and not as an arbitrator;

(b) assume the parties have acted knowledgeably, prudently and without compulsion;

- (c) assume there is a willing landlord and a willing tenant in an arm's length transaction;
- (d) consider all submissions made by the parties provided the submissions are made within 21 days of the valuer being appointed;
- (e) assume that the parties have complied with their respective obligations under this lease;
- (f) assume that the Premises are fit for immediate occupation and use;
- (g) assume that the Premises are vacant and available to be leased on the same conditions as this lease;
- (h) ignore the Tenant's Property and installations and all improvements made without obligation by the Tenant to the Premises;
- (i) ignore any poor condition of the Premises which has resulted from a breach of this lease by the Tenant;
- (j) determine the current open market rent of the Premises and give reasons for it in writing as soon as possible after the end of the 24 days allowed for submissions by the parties; and
- (k) take into account, all other relevant factors, matters or variables used in proper land valuation practices.

5.1.8 If for any reason no determination has been made by the valuer within 45 days of the valuer being appointed, then either party may immediately request the Small Business Commissioner to appoint a replacement valuer who meets the criteria in clause 5.1.4. The provisions of this clause will then apply to the determination by the replacement valuer.

5.1.9 The valuer's decision is final and binds the parties.

5.1.10 Within 7 days of being informed of the valuer's determination, the parties must make any necessary adjustments to the Rent.

5.1.11 The valuer's costs and disbursements must be borne by the parties equally.

5.2 **Percentage Increase**

If item 10 of Schedule 1 provides for a percentage increase of Rent on any Rent Review Date, then the Rent (being the amount of Rent payable by the Tenant immediately before the Rent Review Date) shall be increased on the relevant Rent Review Date by the percentage specified in item 10.

5.3 **CPI Review**

If item 10 of Schedule 1 provides for a CPI review the Rent for the next Review Period will be calculated in accordance with the following formula:

$$A = B \times \frac{C}{D}$$

where: A is the Rent for the next Review Period;

B is the annual Rent paid by the Tenant just prior to the relevant Rent Review Date;

C is the CPI last published before the relevant Rent Review Date; and

D is the CPI last published at least 12 months before the relevant Rent Review Date.

5.4 **Time of Review**

Any delay in making a rent review does not prevent the review from taking place and being effective from the relevant Rent Review Date.

6 **GST**

6.1 **Interpretation**

The consideration payable by any party under this lease is the GST exclusive amount of the Taxable Supply for which payment is to be made.

6.2 **GST exclusive amounts**

Subject to clause 6.4, if a party makes a Taxable Supply in connection with this lease for a consideration, then the party liable to pay for the Taxable Supply must also pay, at the same time and in the same manner as the consideration is otherwise payable, the amount of any GST payable in respect of the Taxable Supply.

6.3 **Maximum amount to be paid**

Where this lease requires a party (the “**first party**”) to pay, reimburse or contribute to an amount paid or payable by the other party (the “**other party**”) in respect of an acquisition from, or a transaction with a third party for which the other party is entitled to claim an Input Tax Credit, the amount for payment, reimbursement or contribution will be the GST exclusive value of the acquisition by the other party plus any GST payable in respect of the other party’s recovery from the first party.

6.4 **Tax invoice to be given**

A party’s right to payment under clause 6.2 is subject to a Tax Invoice being delivered to the party liable to pay for the Taxable Supply.

7 **LEGAL AND OTHER COSTS**

7.1 **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.

10.2 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, 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>The Warracknabeal & District Historical Society Inc of 81 Scott st Warracknabeal 3393</i>	
2	COMMENCEMENT DATE: (Clause 1.2)29/4/2021.....	
3	EXPIRY DATE: (Clause 1.7)29/4/2026.....	
4	TERM: (Clause 1.31)	<i>5 years</i>	
5	PERMITTED USE: (Clause 1.15)	<i>Museum, local history and research</i>	
6	BUILDING AND LAND: (Clause 1.2)	6.1	Building: Historical Centre, 81 Scott Street Warracknabeal 3393
		6.2	Land: N/A]
7	PREMISES: (Clause 1.18)	<i>Usage includes whole of building</i>	
8	RENT: (Clause 1.21)	\$ 1	per annum plus GST
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	Method of Review
		* On each anniversary of the Commencement Date	To be reviewed using the Lease and licence policy adopted by Council in consultation with the community group.
		* On the commencement date of each further term (if any)	
11	TENANT'S PROPORTION OF RATES AND TAXES: (Clause 1.30)	11.1	In relation to Rates and Taxes relating to the Premises only and capable of separate assessment: 100%

Item

		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)		3 option(s) for a further term of 5 years
14	LAST DATE FOR EXERCISE OF OPTION: (Clause 26.1.3)		6 months prior to the Expiry Date, being 29/10/2025
15	ADDRESSES OF FAX NOS. AND PARTIES: (Clause 40.1)		<p>Landlord's address:</p> <p>34 Lyle st Warracknabeal 3393</p> <p>Email address for Landlord:</p> <p><i>info@yarriambiack.vic.gov.au</i></p> <p>Tenant's address:</p> <p>PO Box 355 Warracknabeal 3393</p> <p>Email address for Tenant:</p> <p>warracknbealhistory@gmail.com</p>
16	SPECIAL CONDITIONS: (Clause 2.1.3)		<p>1. Retail Leases Act</p> <p>The parties acknowledge and agree that the Retail Leases Act 2003 does not apply to this lease for the following reason: Community Group</p> <p>2. Annual Reporting Guidelines</p> <p>The Tenant must give to the Landlord, within 4 weeks of the Tenant's annual general meeting, a report containing such information as the Landlord may require, including but not limited to the information set out in Schedule 5.</p>

Item**3. Hours of Operation**

Sunday – Friday 2-4pm or by appointment

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

Building Plan to be attached to Document

SCHEDULE 3
TENANT'S PROPERTY

List

SCHEDULE 4
MAINTENANCE SCHEDULE

See 13.2 Maintenance is responsibility of Landlord , Tenant to report faults asap.

SCHEDULE 5

ANNUAL REPORTING GUIDELINES

Copy of Annual report required each year .

EXECUTED as a deed

THE COMMON SEAL of)
YARRIAMBIACK SHIRE COUNCIL was)
hereunto affixed on the day of)
..... 2020)
in the presence of:)

..... Mayor

..... Councillor

..... Chief Executive Officer

THE COMMON SEAL of *The Warracknabeal*)
& *District Historical Society Inc* was affixed in)
accordance with its rules in the presence of:)
)

.....
Committee member

.....
Committee member

16 OTHER BUSINESS

16.1 Questions from Councillors

Cr A McLean

- What is the future of Gravel in the south of the Shire? Is the Shire going to continue to source gravel from the north of the Shire?
- **Response from M Evans:** Council have advertised to assess interest from owners who have deposits on their property. Will continue to bring gravel from the North to the South of the Shire for the current projects required.

Cr C Lehmann

- Will drawing gravel from North of the Shire result in putting a drain in the resources from those Gravel Pits?
- **Response from M Evans:** Yes it will.
- Where do we sit legally when Line Marking is so bad and an accident happens?
- **Response from M Evans:** High risk

Moved Cr K Zanker Seconded Cr T Hamilton that Council move into Closed Session at 10:30am

Carried

Moved Cr T Hamilton Seconded Cr C Heintze that Council move back into Open Session

Carried

Moved Cr T Hamilton Seconded Cr C Heintze that Council bring the recommendation from Closed Session items 17.1, 17.2 and 17.3 into the Open Session

Items 17.4 and 17.5, Hardship Applications are to remain in closed.

Carried

17 CLOSED SESSION – Reports for Decision

17.1 Business Continuity Plan

RECOMMENDATION

That Council adopt:

The Business Continuity Plan, version three as attached.

Resolution

Moved Cr C Lehmann Seconded Cr C Heintze

That the recommendation be adopted

Carried

17.2 C274 Road Stabilisation Works Contract

RECOMMENDATION

That Council accepts the recommendation to appoint Fulton Hogan Pty Ltd for the contract C274 Road Stabilisation Works 2021-2023 for a value of approximately \$310,000.00 (excluding GST) per year for 3 years with the option for 2x 1yr extensions.

Resolution

Moved Cr C Lehmann Seconded Cr K Zanker

That the recommendation be adopted

Carried

17.3 C266-2020 Warracknabeal Children's Centre Contract

RECOMMENDATION

That Council accepts the recommendation of the evaluation panel to award the tender to BRB Modular Pty Ltd at a price of \$1,244,253.

Resolution

That DJ & DL Delahunty be awarded the C266-2020 – Warracknabeal Children's Centre Contract, for the full project build scope at a price of \$1,045,160.00

Moved Cr A McLean Cr C Lehmann

Carried

17.4 Hardship Request

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

17.5 Hardship Request

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

18 Next Meeting

26 May 2021

CLOSE

_____ **Mayor**