



MOIRASHIRE



ENRICHING LIFE ON THE MURRAY

COUNCIL AGENDA
28 September 2015



Discover Moira



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AGENDA

ORDINARY MEETING OF COUNCIL
FOR
MONDAY 28 SEPTEMBER 2015
TO BE HELD AT COBRAM CIVIC CENTRE, PUNT ROAD COBRAM
COMMENCING AT 6:00 PM

1. CALLING TO ORDER – CEO

RECORDING

Consistent with section 72 of our Meeting Procedures Local Law, Council officers have been authorised to record the public session of this meeting using an audio recording device.

2. PRAYER

Almighty God we humbly ask you to guide our deliberations for the welfare and benefit of the Moira Shire and its people whom we serve.

Amen

3. ACKNOWLEDGEMENT OF COUNTRY

We, the Moira Shire Council, would like to acknowledge the traditional owners of the land upon which we meet and pay our respects to their Elders both past and present.

4. APOLOGIES & REQUESTS FOR LEAVE OF ABSENCE

5. DECLARATION UNDER ACTS, REGULATIONS, CODES OR LOCAL LAWS

6. DECLARATION OF ANY INTEREST OR CONFLICT OF INTEREST

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

Recommendation: –That the minutes of the Ordinary Council Meeting held on Monday, 24 August 2015, as prepared and be confirmed.”

8. COUNCILLOR REPORTS

NIL

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NIL

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NIL

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MARK HENDERSON
CHIEF EXECUTIVE OFFICER

FILE NO: 12345
2. COMMUNITY

ITEM NO: 9.1.1
(MANAGER GOVERNANCE AND
COMMUNICATIONS, LINDA
NIEUWENHUIZEN)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015

RECOMMENDATION

That Council

1. give approval for two appointed Councillors to certify the Performance Statement and Financial Statements, in conjunction with the Principal Accounting Officer, in their final form, after any changes recommended or agreed to by the Auditor-General have been made in accordance with Section 132(5) of the *Local Government Act 1989*.
2. appoint two Councillor for the purposes of this recommendation.

1. Executive Summary

Under the Local Government Act 1989, two Councillors are required to certify the Performance Statement and Financial Statements prior to Council submitting to the Minister by 30 September 2015.

The recommendation proposed in this report will enable Council to meet these legislative obligations.

Council will be asked to formally consider and receive the Statements in their final form at the October ordinary Council Meeting. This sequence is in accordance with the *Local Government Act 1989* (the Act).

Discussion

The audited Performance Statement and audited Financial Statements are attached to this report for consideration by Council.

2. Financial Implications

Costs associated with preparing and distributing the Statements are included in Council's annual budget.

3. Community Consultation

The Statements will be made available for public viewing prior to their consideration by Council at the October Council meeting.

4. Internal Consultation

Managers and staff have contributed to the development of the Statements.

5. Legislative / Policy Implications

The Statements fulfil Council's obligations under the *Local Government Act 1989* (the Act).

6. Environmental Sustainability

Nil.

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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

7. Conflict of Interest Considerations

Nil.

8. Conclusion

Council's 2014/15 Performance Statement and Financial Statements are provided for consideration by Council.

Council is requested to nominate two Councillors to certify the Performance Statement and Financial Statements prior to Council submitting to the Minister by 30 September 2015 deadline.

Attachments

- 1 Financial report 2014-15
- 2 Performance Statements 2014-2015

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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

ATTACHMENT No [1] - Financial report 2014-15

MOIRA SHIRE COUNCIL
ANNUAL FINANCIAL REPORT

For the Year Ended 30 June 2015

FILE NO: 12345
2. COMMUNITY

ITEM NO: 9.1.1
(MANAGER GOVERNANCE AND
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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

ATTACHMENT No [1] - Financial report 2014-15

**MOIRA SHIRE COUNCIL
Financial Report
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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

ATTACHMENT No [1] - Financial report 2014-15

MOIRA SHIRE COUNCIL
2014/2015 Financial Report

**Comprehensive Income Statement
For the Year Ended 30 June 2015**

	Note	2015 \$	2014 \$
Income			
Rates and charges	3	31,304,490	28,916,674
Statutory fees and fines	4	1,093,865	992,152
User fees	5	2,667,669	2,726,841
Grants - operating	6	16,381,358	22,115,671
Grants - capital	6	4,785,332	4,169,885
Contributions - monetary	7	417,502	563,943
Contributions - non monetary	7	1,708,660	2,018,041
Net gain/(loss) on disposal of property, infrastructure, plant and equipment	8	96,507	(130,632)
Share of net profits/(losses) of associates and joint ventures	16	58,156	46,505
Other income	9	1,336,246	5,418,540
Total income		59,849,785	66,857,620
Expenses			
Employee costs	10	18,401,057	17,710,484
Materials and services	11	18,616,880	26,196,786
Bad and doubtful debts	12	108	-
Depreciation and amortisation	13	8,273,708	9,725,604
Borrowing costs	14	526,503	587,100
Other expenses	15	3,879,771	3,914,858
Impairment losses on infrastructure assets replaced	8	5,645,038	2,267,179
Total expenses		55,343,065	60,422,011
Surplus/(deficit) for the year		4,506,720	6,435,609
Other comprehensive income			
Items that will not be reclassified to surplus or deficit in future periods			
Net asset revaluation increment/(decrement)	30	6,739,311	(94,437,654)
Total comprehensive result		11,246,031	(88,002,045)

The above comprehensive income statement should be read in conjunction with the accompanying notes set out on pages [6 to 39].

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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

ATTACHMENT No [1] - Financial report 2014-15

MOIRA SHIRE COUNCIL
2014/2015 Financial Report

**Balance Sheet
As at 30 June 2015**

	Note	2015 \$	2014 \$
Assets			
Current assets			
Cash and cash equivalents	17	16,258,027	11,662,551
Trade and other receivables	18	3,479,757	3,445,019
Other financial assets	19	8,020,033	2,775,598
Inventories	20	593,195	423,562
Non-current assets classified as held for sale	21	373,184	441,936
Other assets	22	246,200	121,032
Total current assets		28,970,396	18,869,698
Non-current assets			
Investments in associates and joint ventures	16	706,929	648,773
Property, infrastructure, plant and equipment	23	469,544,711	497,396,851
Intangible assets	25	1,020,257	909,902
Total non-current assets		501,271,897	498,955,526
Total assets		530,242,293	517,825,224
Liabilities			
Current liabilities			
Trade and other payables	26	1,790,860	2,343,777
Trust funds and deposits	27	1,307,327	1,013,071
Provisions	28	4,686,063	4,338,114
Interest-bearing loans and borrowings	29	892,420	829,560
Non interest-bearing loans and borrowings	29(a)	60,000	60,000
Total current liabilities		8,736,670	8,584,522
Non-current liabilities			
Provisions	28	9,956,014	7,984,629
Interest-bearing loans and borrowings	29	5,579,447	6,471,942
Non interest-bearing loans and borrowings	29(a)	60,099	120,099
Total non-current liabilities		15,595,560	14,576,670
Total liabilities		24,332,230	23,161,192
Net assets		505,910,063	494,664,032
Equity			
Accumulated surplus		175,943,200	171,511,380
Restricted reserves	30	1,337,837	1,262,937
Asset revaluation reserves	30	328,629,026	321,889,715
Total Equity		505,910,063	494,664,032

The above balance sheet should be read in conjunction with the accompanying notes set out on pages [6 to 39].

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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

ATTACHMENT No [1] - Financial report 2014-15

MOIRA SHIRE COUNCIL
2014/2015 Financial Report

**Statement of Changes in Equity
For the Year Ended 30 June 2015**

	Note	Accumulated		Restricted Reserve	Asset Revaluation Reserve
		Total	Surplus		
2015		\$	\$	\$	\$
Balance at beginning of the financial year		494,664,032	171,511,380	1,262,937	321,889,715
Surplus/(deficit) for the year		4,506,720	4,506,720	-	-
Net asset revaluation increment/(decrement)	30(a)	6,739,311	-	-	6,739,311
Transfers to other reserves	30(b)	-	(74,900)	74,900	-
Balance at end of the financial year		505,910,063	175,943,200	1,337,837	328,629,026

	Note	Accumulated		Restricted Reserve	Asset Revaluation Reserve
		Total	Surplus		
2014		\$	\$	\$	\$
Balance at beginning of the financial year		582,666,077	165,100,571	1,238,137	416,327,369
Surplus/(deficit) for the year		6,435,609	6,435,609	-	-
Net asset revaluation increment/(decrement)	30(a)	(94,437,654)	-	-	(94,437,654)
Transfers to other reserves	30(b)	-	(24,800)	24,800	-
Balance at end of the financial year		494,664,032	171,511,380	1,262,937	321,889,715

The above statement of changes in equity should be read with the accompanying notes set out on pages [6 to 39].

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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

ATTACHMENT No [1] - Financial report 2014-15

MOIRA SHIRE COUNCIL
2014/2015 Financial Report

**Statement of Cash Flows
For the Year Ended 30 June 2015**

	Note	2015 Inflows/ (Outflows) \$	2014 Inflows/ (Outflows) \$
Cash flows from operating activities			
Rates and charges		30,927,621	28,562,653
Statutory fees and fines		1,083,357	968,870
User fees		2,930,617	3,091,455
Grants - operating		16,330,188	22,321,083
Grants - capital		4,692,932	4,169,885
Contributions - monetary		325,092	583,943
Interest received		529,465	528,779
Trust funds and deposits taken		459,882	340,143
Other receipts		1,190,328	346,278
Net GST refund		1,899,825	3,308,069
Employee costs		(17,551,025)	(17,257,877)
Materials & services		(19,816,694)	(35,192,339)
Trust funds and deposits repaid		(185,681)	(627,888)
Other payments		(4,011,994)	(4,379,163)
Net cash provided by/(used in) operating activities	31	18,803,913	6,763,891
Cash flows from investing activities			
Payments for property, infrastructure, plant and equipment	23	(7,777,792)	(7,302,843)
Proceeds from sale of property, infrastructure, plant and equipment		230,832	701,062
Net cash provided by/(used in) investing activities		(7,546,960)	(6,601,781)
Cash flows from financing activities			
Repayment of borrowings		(889,635)	(829,104)
Interest paid		(527,407)	(567,937)
Net cash provided by/(used in) financing activities		(1,417,042)	(1,417,041)
Net increase (decrease) in cash and cash equivalents		9,839,911	(1,254,931)
Cash and cash equivalents at the beginning of the financial year		14,438,149	15,693,080
Cash and cash equivalents at the end of the financial year	32	24,278,060	14,438,149

The above statement of cash flow should be read with the accompanying notes set out on pages [6 to 39].

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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

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MOIRA SHIRE COUNCIL
2014/2015 Financial Report

**Statement of Capital Works
For the Year Ended 30 June 2015**

	Note	2015	2014
		\$	\$
Property			
Land		54,438	8,052
Land improvements		521,190	208,162
Total land		<u>575,628</u>	<u>216,214</u>
Buildings		867,246	1,468,606
Total buildings		<u>867,246</u>	<u>1,468,606</u>
Total property		<u>1,442,874</u>	<u>1,684,820</u>
Plant and equipment			
Plant, machinery and equipment		735,378	1,342,783
Total plant and equipment		<u>735,378</u>	<u>1,342,783</u>
Infrastructure			
Roads		4,793,256	3,935,001
Footpaths and cycleways		296,853	136,528
Drainage		509,431	193,137
Other infrastructure		-	10,574
Total infrastructure		<u>5,599,540</u>	<u>4,275,240</u>
Total capital works expenditure		<u>7,777,792</u>	<u>7,302,843</u>
Represented by:			
New asset expenditure		634,691	-
Asset renewal expenditure		5,389,519	5,369,949
Asset expansion expenditure		522,268	1,041,419
Asset upgrade expenditure		1,231,314	891,475
Total capital works expenditure		<u>7,777,792</u>	<u>7,302,843</u>

The above statement of capital works should be read with the accompanying notes set out on pages [6 to 39].

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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

ATTACHMENT No [1] - Financial report 2014-15

MOIRA SHIRE COUNCIL
2014/2015 Financial Report

Notes to the Financial Report
For the Year Ended 30 June 2015

Introduction

The Moira Shire Council was established by an Order of the Governor in Council on 18 November 1994 and is a body corporate.
The Council's main office is located at 44 Station Street, Cobram.

Statement of compliance

These financial statements are a general purpose financial report that consists of a Comprehensive Income Statement, Balance Sheet, Statement of Changes in Equity, Statement of Cash Flows, Statement of Capital Works and notes accompanying these financial statements. The general purpose financial report complies with Australian Accounting Standards, other authoritative pronouncements of the Australian Accounting Standards Board, the *Local Government Act 1989*, and the *Local Government (Planning and Reporting) Regulations 2014*.

Note 1 Significant accounting policies

(a) Basis of accounting

The accrual basis of accounting has been used in the preparation of these financial statements, whereby assets (liabilities, equity, income and expenses are recognised in the reporting period to which they relate, regardless of when cash is received or paid.

Judgements, estimates and assumptions are required to be made about the carrying values of assets and liabilities that are not readily apparent from other sources. The estimates and associated judgements are based on professional judgement derived from historical experience and various other factors that are believed to be reasonable under the circumstances. Actual results may differ from these estimates.

Revisions to accounting estimates are recognised in the period in which the estimate is revised and also in future periods that are affected by the revision. Judgements and assumptions made by management in the application of AAS's that have significant effects on the financial statements and estimates relate to:

- the fair value of land, buildings, infrastructure, plant and equipment (refer to note 1 (m))
- the determination of depreciation for buildings, infrastructure, plant and equipment (refer to note 1 (n))
- the determination of employee provisions (refer to note 1 (i))

Unless otherwise stated, all accounting policies are consistent with those applied in the prior year. Where appropriate, comparative figures have been amended to accord with current presentation, and disclosure has been made of any material changes to comparatives.

(b) Changes in accounting policies

There have been no changes in accounting policies from the previous period.

(c) Principles of consolidation

The consolidated financial statements of Council incorporate all entities controlled by Council as at 30 June 2015, and their income and expenses for that part of the reporting period in which control existed.

Subsidiaries are all entities over which Council has control. Council controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Council. They are deconsolidated from the date that control ceases.

Where dissimilar accounting policies are adopted by entities and their effect is considered material, adjustments are made to ensure consistent policies are adopted in these financial statements.

In the process of preparing consolidated financial statements all material transactions and balances between consolidated entities are eliminated.

(d) Committees of management

Council controls 35 committees of management that have material revenues, expenses, assets or liabilities, which have been included in this financial report. Any transactions between these entities and Council have been eliminated in full.

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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

ATTACHMENT No [1] - Financial report 2014-15

MOIRA SHIRE COUNCIL
2014/2015 Financial Report

Notes to the Financial Report
For the Year Ended 30 June 2015

Note 1 Significant accounting policies (cont.)

(e) Accounting for investments in associates and joint arrangements

Associates

Associates are all entities over which Council has significant influence but not control or joint control. Investments in associates are accounted for using the equity method of accounting, after initially being recognised at cost.

Joint arrangements

Investments in joint arrangements are classified as either joint operations or joint ventures depending on the contractual rights and obligations each investor has, rather than the legal structure of the joint arrangement.

Council does not have any joint operations or joint ventures.

(f) Revenue recognition

Income is recognised when the Council obtains control of the contribution or the right to receive the contribution, it is probable that the economic benefits comprising the contribution will flow to the Council and the amount of the contribution can be measured reliably.

Rates and Charges

Annual rates and charges are recognised as revenues when Council issues annual rates notices. Supplementary rates are recognised when a valuation and reassessment is completed and a supplementary rates notice issued.

Statutory fees and fines

Statutory fees and fines (including parking fees and fines) are recognised as revenue when the service has been provided, the payment is received, or when the penalty has been applied, whichever first occurs.

User fees

User fees are recognised as revenue when the service has been provided or the payment is received, whichever first occurs.

Grants

Grant income is recognised when Council obtains control of the contribution. This is normally obtained upon their receipt (or acquittal) or upon earlier notification that a grant has been secured, and are valued at their fair value at the date of transfer.

Where grants or contributions recognised as revenues during the financial year were obtained on condition that they be expended in a particular manner or used over a particular period and those conditions were undischarged at balance date, the unused grant or contribution is disclosed in note 6. The note also discloses the amount of unused grant or contribution from prior years that was expended on Council's operations during the current year.

Contributions

Monetary and non monetary contributions are recognised as revenue when Council obtains control over the contributed asset.

Sale of property, infrastructure, plant and equipment

The profit or loss on sale of an asset is determined when control of the asset has irrevocably passed to the buyer.

Interest

Interest is recognised as it is earned.

Other Income

Other income is measured at the fair value of the consideration received or receivable and is recognised when Council gains control over the right to receive the income.

(g) Fair value measurement

Council measures certain assets and liabilities at fair value where required or permitted by Australian Accounting Standards. AASB 13 Fair value measurement, aims to improve consistency and reduce complexity by providing a definition of fair value and a single source of fair value measurement and disclosure requirements for use across Australian Accounting Standards.

AASB 13 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value under AASB 13 is an exit price regardless of whether that price is directly observable or estimated using another valuation technique.

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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

ATTACHMENT No [1] - Financial report 2014-15

MOIRA SHIRE COUNCIL
2014/2015 Financial Report

Notes to the Financial Report
For the Year Ended 30 June 2015

Note 1 Significant accounting policies (cont.)

(g) Fair value measurement (cont.)

All assets and liabilities for which fair value is measured or disclosed in the financial statements are categorised within a fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities;

Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable; and

Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

For the purpose of fair value disclosures, Council has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

In addition, Council determines whether transfers have occurred between levels in the hierarchy by re-assessing categorisation (based on the lowest level input that is significant to the fair value measurement as a whole) at the end of each reporting period.

(h) Cash and cash equivalents

Cash and cash equivalents include cash on hand, deposits at call, and other highly liquid investments with original maturities of 90 days or less, net of outstanding bank overdrafts.

(i) Trade and other receivables

Receivables are carried at amortised cost using the effective interest rate method. A provision for doubtful debts is recognised when there is objective evidence that an impairment has occurred.

(j) Other financial assets

Other financial assets are valued at fair value, being market value, at balance date. Term deposits are measured at amortised cost. Any unrealised gains and losses on holdings at balance date are recognised as either a revenue or expense.

(k) Inventories

Inventories held for distribution are measured at cost adjusted when applicable for any loss of service potential. Inventories are measured at the lower of cost and net realisable value.

All other inventories, including land held for sale, are measured at the lower of cost and net realisable value. Where inventories are acquired for no cost or nominal consideration, they are measured at current replacement cost at the date of acquisition.

(l) Non-current assets classified as held for sale

A non-current asset classified as held for sale (including disposal groups) is measured at the lower of its carrying amount and fair value less costs to sell, and are not subject to depreciation. Non-current assets, disposal groups and related liabilities and assets are treated as current and classified as held for sale if their carrying amount will be recovered through a sale transaction rather than through continuing use. This condition is regarded as met only when the sale is highly probable and the asset's sale (or disposal group sale) is expected to be completed within 12 months from the date of classification.

(m) Recognition and measurement of property, plant and equipment, Infrastructure, Intangibles

Acquisition

The purchase method of accounting is used for all acquisitions of assets, being the fair value of assets provided as consideration at the date of acquisition plus any incidental costs attributable to the acquisition. Fair value is the amount for which the asset could be exchanged between knowledgeable willing parties in an arm's length transaction.

Where assets are constructed by Council, cost includes all materials used in construction, direct labour, borrowing costs incurred during construction, and an appropriate share of directly attributable variable and fixed overheads.

In accordance with Council's policy, the threshold limits detailed in Note 1n have applied when recognising assets within an applicable asset class and unless otherwise stated are consistent with the prior year.

Revaluation

Subsequent to the initial recognition of assets, non-current physical assets, other than plant and equipment, are measured at their fair value, being the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. At balance date, the Council reviewed the carrying value of the individual classes of assets measured at fair value to ensure that each asset materially approximated its fair value. Where the carrying value materially differed from the fair value at balance date, the class of asset was revalued.

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Note 1 Significant accounting policies (cont.)

(m) Recognition and measurement of property, plant and equipment, infrastructure, intangibles (cont.)

Revaluation (cont.)

Fair value valuations are determined in accordance with a valuation hierarchy. Changes to the valuation hierarchy will only occur if an external change in the restrictions or limitations of use on an asset result in changes to the permissible or practical highest and best use of the asset. Further details regarding the fair value hierarchy are disclosed at Note 23, Property, infrastructure, plant and equipment.

In addition, Council undertakes a formal revaluation of land, buildings, and infrastructure assets on a regular basis ranging from three to four years. The valuation is performed either by experienced council officers or independent experts.

Where the assets are revalued, the revaluation increments are credited directly to the asset revaluation reserve except to the extent that an increment reverses a prior year decrement for that class of asset that had been recognised as an expense in which case the increment is recognised as revenue up to the amount of the expense. Revaluation decrements are recognised as an expense except where prior increments are included in the asset revaluation reserve for that class of asset in which case the decrement is taken to the reserve to the extent of the remaining increments. Within the same class of assets, revaluation increments and decrements within the year are offset.

Land under roads

Council recognises land under roads it controls at fair value.

(n) Depreciation of property, infrastructure, plant and equipment

Buildings, land improvements, plant and equipment, infrastructure, and other assets having limited useful lives are systematically depreciated over their useful lives to the Council in a manner which reflects consumption of the service potential embodied in those assets. Estimates of remaining useful lives and residual values are made on a regular basis with major asset classes reassessed annually. Depreciation rates and methods are reviewed annually.

Where assets have separate identifiable components that are subject to regular replacement, these components are assigned distinct useful lives and residual values and a separate depreciation rate is determined for each component.

Road earthworks are not depreciated on the basis that they are assessed as not having a limited useful life.

Straight line depreciation is charged based on the residual useful life as determined each year.

Depreciation periods used are listed below and are consistent with the prior year unless otherwise stated.

Asset recognition thresholds and depreciation periods

	Depreciation Period	Threshold Limit \$
Property		
land	-	-
land improvements	20 years	2,000
buildings	65 to 90 years	2,000
Plant and Equipment		
plant, machinery and equipment	3 to 25 years	2,000
fixtures, fittings and furniture	3 to 30 years	2,000
motor vehicles	7 years	2,000
Infrastructure		
sealed roads		
- seals	18 years	2,000
- pavement	80 years	2,000
- formation	not depreciated	
unsealed roads		
- pavement	15 to 25 years	2,000
- formation	not depreciated	
road kerb, channel and minor culverts	75 years	2,000
bridges		
- timber	80 years	2,000
- steel and concrete	150 years	2,000
footpaths and cycleways		
- concrete	60 years	2,000
- gravel	20 years	2,000
drainage		
- main drains	100 years	2,000
- culverts and floodways	100 years	2,000
recreational, leisure and community facilities		
- playground equipment	20 years	2,000

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Note 1 Significant accounting policies (cont.)

(n) Depreciation of property, infrastructure plant and equipment (cont.)
Asset recognition thresholds and depreciation periods (cont.)

	Depreciation Period	Threshold Limit \$
Infrastructure (cont.)		
parks, open space and streetscapes	20 years	2,000
- parks and gardens	30 years	2,000
pumps	10 to 100 years	2,000
other infrastructure assets		

(o) Repairs and maintenance

Routine maintenance, repair costs, and minor renewal costs are expensed as incurred. Where the repair relates to the replacement of a component of an asset and the cost exceeds the capitalisation threshold the cost is capitalised and depreciated. The carrying value of the replaced asset is expensed.

(p) Investment property

Council does not hold any investment properties.

(q) Impairment of assets

At each reporting date, the Council reviews the carrying value of its assets to determine whether there is any indication that these assets have been impaired. If such an indication exists, the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, is compared to the assets carrying value. Any excess of the assets carrying value over its recoverable amount is expensed to the comprehensive income statement, unless the asset is carried at the revalued amount in which case, the impairment loss is recognised directly against the revaluation surplus in respect of the same class of asset to the extent that the impairment loss does not exceed the amount in the revaluation surplus for that same class of asset.

(r) Trust funds and deposits

Amounts received as deposits and retention amounts controlled by Council are recognised as trust funds until they are returned, transferred in accordance with the purpose of the receipt, or forfeited (refer to Note 27).

(s) Borrowings

Borrowings are initially measured at fair value, being the cost of the interest bearing liabilities, net of transaction costs. The measurement basis subsequent to initial recognition depends on whether the Council has categorised its interest-bearing liabilities as either financial liabilities designated at fair value through the profit and loss, or financial liabilities at amortised cost. Any difference between the initial recognised amount and the redemption value is recognised in net result over the period of the borrowing using the effective interest method. The classification depends on the nature and purpose of the interest bearing liabilities. The Council determines the classification of its interest bearing liabilities at initial recognition.

Borrowing costs

Borrowing costs are recognised as an expense in the period in which they are incurred, except where they are capitalised as part of a qualifying asset constructed by Council. Except where specific borrowings are obtained for the purpose of specific asset acquisition, the weighted average interest rate applicable to borrowings at balance date, excluding borrowings associated with superannuation, is used to determine the borrowing costs to be capitalised.

Borrowing costs include interest on bank overdrafts and interest on borrowings.

(t) Employee costs and benefits

The calculation of employee costs and benefits includes all relevant on-costs and are calculated as follows at reporting date:

Wages and salaries and annual leave

Liabilities for wages and salaries, including non-monetary benefits, annual leave and accumulated sick leave expected to be wholly settled within 12 months of the reporting date are recognised in the provision for employee benefits in respect of employee services up to the reporting date, classified as current liabilities and measured at their nominal values.

Liabilities that are not expected to be wholly settled within 12 months of the reporting date are recognised in the provision for employee benefits as current liabilities, measured at present value of the amounts expected to be paid when the liabilities are settled using the remuneration rate expected to apply at the time of settlement.

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Note 1 Significant accounting policies (cont.)

(i) Employee costs and benefits (cont.)

Superannuation

The amount charged to the Comprehensive Income Statement in respect of superannuation represents contributions made or due by Moira Shire Council to the relevant superannuation plans in respect to the services of Moira Shire Council's staff (both past and present). Superannuation contributions are made to the plans based on the relevant rules of each plan and any relevant compulsory superannuation requirements that Moira Shire Council is required to comply with.

Long service leave

Liability for long service leave (LSL) is recognised in the provision for employee benefits. Current Liability - unconditional LSL is disclosed as a current liability even when the council does not expect to settle the liability within 12 months because it will not have the unconditional right to defer settlement of the entitlement should an employee take leave within 12 months.

The components of this current liability are measured at:

- present value - component that is not expected to be wholly settled within 12 months.
- nominal value - component that is expected to be wholly settled within 12 months.

Classification of employee costs

Non-current liability - conditional LSL that has been accrued, where an employee is yet to reach a qualifying term of employment, is disclosed as a non current liability. There is an unconditional right to defer settlement of the entitlement until the employee has completed the requisite years of service. This non-current LSL liability is measured at present value.

(u) Landfill rehabilitation provision

Council is obligated to restore landfill sites at Cobram, Yarrowonga and Numurkah to a particular standard. The forecast life of these sites is based on current estimates of remaining capacity and the forecast rate of infill. The provision for landfill restoration has been calculated based on the present value of the expected cost of works to be undertaken. The expected cost of works has been estimated based on current understanding of work required to reinstatement the site to a suitable standard. Accordingly, the estimation of the provision required is dependent on the accuracy of the forecast timing of the work, work required and related costs.

(v) Leases

Finance leases

Council has not entered into any finance lease arrangements.

Operating leases

Lease payments for operating leases are required by the accounting standard to be recognised on a straight line basis, rather than expensed in the years in which they are incurred.

Leasehold improvements

Council does not have leasehold improvements.

(w) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Tax Office. In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the balance sheet are shown inclusive of GST.

Cash flows are presented in the Statement of Cash flows on a gross basis, except for the GST component of investing and financing activities, which are disclosed as operating cash flows.

(x) Financial guarantees

Financial guarantee contracts are not recognised as a liability in the balance sheet unless the lender has exercised their right to call on the guarantee or Council has other reasons to believe that it is probable that right will be exercised. Details of guarantees that Council has provided, that are not recognised in the balance sheet are disclosed at Note 36 Contingent Liabilities and Contingent Assets.

(y) Contingent assets and contingent liabilities and commitments

Contingent assets and contingent liabilities are not recognised in the Balance Sheet, but are disclosed by way of a note and, if quantifiable, are measured at nominal value. Contingent assets and liabilities are presented inclusive of GST receivable or payable respectively.

Commitments are not recognised in the Balance Sheet. Commitments are disclosed at their nominal value by way of note and presented inclusive of the GST payable.

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Note 1 Significant accounting policies (cont.)

(z) Pending accounting standards

Certain new Australian accounting standards have been issued that are not mandatory for the 30 June 2015 reporting period. Council has assessed these pending standards and has identified that no material impact will flow from the application of these standards in future reporting periods.

(aa) Rounding

Unless otherwise stated, amounts in the financial report have been rounded to the nearest dollar. Figures in the financial statement may not equate due to rounding.

(ab) Comparison to previous year

This financial report has been prepared to adhere to the requirements of *Local Government (Planning and Reporting) Regulations 2014*. This has required changes to the classification of some items reported in the 2013/14 financial statements, these changes have had no impact to the 2013/14 financial result.

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Note 2 Budget comparison

The budget comparison notes compare Council's financial plan, expressed through its annual budget, with actual performance. The *Local Government (Planning and Reporting) Regulations 2014* requires explanation of any material variances. Council has adopted a materiality threshold of the lower of 10 percent or \$100,000 where further explanation is warranted. Explanations have not been provided for variations below the materiality threshold unless the variance is considered to be material because of its nature.

The budget figures detailed below are those adopted by Council on 23 June 2014. The Budget was based on assumptions that were relevant at the time of adoption of the Budget. Council sets guidelines and parameters for revenue and expense targets in this budget in order to meet Council's planning and financial performance targets for both the short and long-term. The budget did not reflect any changes to equity resulting from asset revaluations, as their impacts were not considered predictable.

These notes are prepared to meet the requirements of the *Local Government Act 1989* and the *Local Government (Planning and Reporting) Regulations 2014*.

a) Income and Expenditure

	Budget 2015 \$	Actual 2015 \$	Variance 2015 \$	Ref
Income				
Rates and charges	31,901,299	31,304,490	(596,809)	1
Statutory fees and fines	902,116	1,093,865	191,749	2
User fees	2,843,997	2,667,669	(176,328)	3
Grants - operating	11,215,994	16,361,358	5,165,364	4
Grants - capital	5,934,400	4,785,332	(1,149,068)	5
Contributions - monetary	93,600	162,025	68,425	6
Contributions - non monetary	200,000	1,708,660	1,508,660	7
Capital contributions	170,259	255,477	85,218	8
Net gain/(loss) on disposal of property, infrastructure, plant and equipment	-	23,325	23,325	
Net gain/(loss) of sale of land held for resale	-	73,182	73,182	9
Share of net profits/(losses) of associatee and joint ventures	-	58,156	58,156	
Other income	759,937	1,336,246	576,309	10
Total income	54,021,602	59,849,785	5,828,183	
Expenses				
Employee costs	18,642,025	18,401,057	240,968	11
Materials and services	19,306,909	18,616,880	690,029	12
Bad and doubtful debts	5,000	108	4,892	
Depreciation and amortisation	8,740,057	8,273,708	466,349	13
Borrowing costs	527,476	526,503	973	
Share of net profits/(losses) of associates and joint ventures	20,000	-	20,000	
Net gain/(loss) on disposal of property, infrastructure, plant and equipment	18,379	-	18,379	
Other expenses	4,134,980	3,879,771	255,209	14
Written down value of infrastructure assets replaced	200,000	5,645,038	(5,445,038)	15
Total expenses	51,594,826	55,343,065	(3,748,239)	
Surplus/(deficit) for the year	2,426,776	4,506,720	2,079,944	

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a) Income and Expenditure (cont.)

(i) Explanation of material variations

Variance Ref	Item	Explanation
1	Rates and charges	Variance driven by delay in rollout of Organic Waste Service from July to Dec 2014 (\$444K) which is offset by a matching variance in Materials and Services, and lower than planned income from supplementary rate assessments.
2	Statutory Fees & Charges	Variance primarily driven by increased revenue from Town Planning Fees.
3	User Fees	Variance primarily driven by additional unplanned income from use of Moira's microwave communications tower, and higher than planned Landfill/Transfer station fees.
4	Grants - Operating	Variance primarily driven by receipt of 50% of 2015/16 Financial Assistance Grant early (\$4.85M) and increased income from Family Day Care & Maternal Health driven by increased patronage.
5	Grants - Capital	Variance driven by delay in commencing projects (i.e. Yarrowonga Aerodrome and Cobram Library) resulting in delay in receiving grants.
6	Contributions - Monetary	Variance driven by higher than expected Developer contributions to Open Space reserves.
7	Contributions - non monetary	Variance driven by contributions of infrastructure (mainly roads, drainage and kerbs and channels) from developers.
8	Capital Contributions	Variance driven by recognition of previous years street schemes income.
9	Net gain/(loss) of sale of land held for resale	Variance driven by profit on sale of land higher than planned.
10	Other Income	Variance driven by sale & leaseback of IT equipment \$187K, revaluation of water rights \$110K, and Interest income of \$244K.
11	Employee Costs	Variance primarily driven by savings in labour costs delivered through delays in back-filling roles throughout the year, and savings in Workcover levies delivered through active management of workplace accidents and injury management, offset by finalising FBT liability of \$343K (2012/13 to 2014/15).
12	Materials and services	Variance driven by savings across a number of activities, the significant items include: savings driven by the delay in rollout of the Organic Waste service \$500K and other implementation costs of \$100K; savings from other waste management costs \$100K, savings from Asset Management consultant fees \$70K, savings generated from lower fuel cost \$200K; savings on insurance costs \$70K; savings from improvement in delivery of IT support costs \$125K; and delays in implementing some environmental programs \$150K and IT strategy program \$450K, which have been delayed to the 2015/16 year.
13	Depreciation and Amortisation	Variance driven by lower depreciation charges associated with disposed assets.
14	Other expenses	Variance driven by savings in Advertising \$60K, Subscriptions and memberships \$50K.
15	WDV of infrastructure assets replaced	Fixed Assets replaced or disposed of during the year including: part of Victoria Park transferred to Department of Education; Tungamah Recreation Reserve netball courts replaced; and Cobram Saleyard pens/yards and concrete floor demolished.

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Note 2 Budget comparison (cont.)

b) Capital Works

	Budget 2015 \$	Actual 2015 \$	Variance 2015 \$	Ref
Property				
Land	-	46,161	46,161	1
Land under Roads	-	8,277	8,277	2
Land improvements	1,600,000	521,190	(1,078,810)	3
Buildings	2,018,333	867,246	(1,151,087)	4
Total Property	3,618,333	1,442,674	(2,175,659)	
Plant and Equipment				
Plant, machinery and equipment	800,450	735,378	(65,072)	5
Total Plant and Equipment	800,450	735,378	(65,072)	
Infrastructure				
Roads	5,621,406	4,793,256	(828,150)	6
Footpaths and cycleways	80,000	298,853	218,853	7
Drainage	525,000	509,431	(15,569)	8
Other infrastructure	75,000	-	(75,000)	9
Total Infrastructure	6,301,406	5,599,540	(701,866)	
Total Capital Works Expenditure	10,720,189	7,777,792	(2,942,397)	
Represented by:				
New asset expenditure	-	634,691	634,691	
Asset renewal expenditure	5,441,896	5,389,519	(52,377)	
Asset expansion expenditure	2,119,333	522,268	(1,597,065)	
Asset upgrade expenditure	3,165,000	1,231,314	(1,933,686)	
Total Capital Works Expenditure	10,720,189	7,777,792	(2,942,397)	

(i) Explanation of material variations

Variance Ref	Item	Explanation
1	Land	This variance is due to correct classification of the purchase of land at Cobram adjacent to the proposed Cobram library. The land was budgeted as part of the Library project (building improvements) and will be used for additional parking at the site.
2	Land under roads	Primarily attributable to costs of purchase of land at the intersection of Labuan and Sandmount Roads. Extensive works have been carried out in previous financial years and this cost represents finalisation of the project.
3	Land improvement	The variance is primarily attributable to the Cobram landfill (calls 1-4) project. The expenditure upon this project has been utilised for reducing the landfill liability, and has been expensed. (\$924K)
4	Buildings	This variance is primarily attributable to the Cobram Library project which has been staged over several years and budgeted at the full value for the initial stage in 2014/15.
5	Plant, machinery and equipment	The budget is set on likely plant values. The current market is down for plant so Council has been able to purchase plant at lower than average prices this year.
6	Roads	Primarily due to asset classification of works done in Cobram CBD from roads as the project was budgeted, to actual expenditure across the asset classes including, \$150K to footpaths and \$530K to other infrastructure. Also due to addition of Karook Street Traffic safety works in to the Budget from the previous year.
7	Footpaths and cycleways	Primarily due to asset classification of works done in Cobram CBD from roads as the project was budgeted to actual expenditure across the asset classes including, \$150K to footpaths and cycleways.
8	Drainage	Primarily due to Catona Crescent, Cobram drainage works not being finalised by financial year end.
9	Other infrastructure	Predominantly attributed to the Pools Strategy project that was budgeted for and not completed. The project will be completed in the 2015/16 financial year.

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	2015	2014
	\$	\$
Note 3 Rates and charges		
Council uses the Capital Improved Value (CIV) as the basis of valuation of all properties within the municipal district. The CIV of a property is its value of land and all its improvements.		
The valuation base used to calculate general rates for 2014/15 was \$5.024 million (2013/14, \$4.955 million). The 2014/15 rate in the CIV dollar was 0.003848 (2013/14, 0.003647).		
General rates	20,402,669	18,795,388
Municipal charge	4,848,921	4,687,818
Kerbside collection service	1,246,856	1,184,778
Environmental levy	3,274,362	3,210,227
Recycling service	1,094,971	1,038,465
Organic waste service	436,659	-
Special rates and charges	52	-
Total rates and charges	31,304,490	28,916,674
The date of the latest general revaluation of land for rating purposes within the municipal district was 1 January 2014, and the valuation was first applied in the rating year commencing 1 July 2014.		
Note 4 Statutory fees and fines		
Town planning fees	254,012	217,953
Building services fees	415,017	366,514
Land information certificates	33,082	31,313
Environmental permits	57,684	53,164
Business registration fees	118,471	119,810
Animal registration and control fees	183,359	181,549
Other statutory fees and fines	32,240	21,849
Total statutory fees and fines	1,093,865	992,152
Note 5 User fees		
Leisure centre and recreation	25,644	3,756
Child care/children's programs	54,560	53,813
Waste management services	1,425,640	1,421,466
Rates legal cost recoveries	187,640	147,407
Town planning fees and fines	21,325	14,528
Local law infringements	34,719	62,559
Rent and other property income	208,978	116,032
Section 86 Committees income	302,266	443,747
Public hall and park hire fees	30,327	30,430
Sundry works and works within road reserve fees	67,918	82,976
Emergency management fees	1,409	30,093
Caravan park charges	262,128	254,686
Other fees and charges	44,915	65,350
Total user fees	2,667,669	2,726,841

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	2015	2014
	\$	\$
Note 6 Grants		
Grants were received in respect of the following :		
Summary of grants		
Commonwealth funded grants	17,495,313	23,153,722
State funded grants	3,671,377	3,131,834
Total	21,166,690	26,285,556
Operating Grants		
<i>Recurrent - Commonwealth Government</i>		
Victoria Grants Commission	14,698,174	4,885,642
Family day care	596,124	557,839
<i>Recurrent - State Government</i>		
School crossing supervisors	16,372	15,970
Maternal and child health	309,644	308,083
Recreation, leisure and community activities	55,700	56,700
Community health and safety	105,745	122,918
Roadside weeds and pest management	50,000	50,000
Environmental programs	29,764	35,000
Economic development	10,000	10,000
Other	24,100	35,545
Total recurrent operating grants	15,795,623	6,077,697
<i>Non-recurrent - Commonwealth Government</i>		
Environmental programs	-	23,540
Disaster recovery	252,613	15,805,926
<i>Non-recurrent - State Government</i>		
Environmental programs	131,666	47,510
Flood mitigation	-	66,667
Economic development	60,000	71,591
Community health and safety	33,956	-
Recreation, leisure and community activities	107,500	-
Other	-	22,740
Total non-recurrent operating grants	585,735	16,037,974
Total operating grants	16,381,358	22,115,671
Capital Grants		
<i>Recurrent - Commonwealth Government</i>		
Roads to recovery	1,767,698	1,401,200
Total recurrent capital grants	1,767,698	1,401,200
<i>Non-recurrent - Federal Government</i>		
Roads - black spot program	280,704	479,575
<i>Non-recurrent - State Government</i>		
Land Improvements	250,000	-
Buildings	61,500	1,156,835
Drainage	250,000	-
Parks, open space and streetscape	650,000	-
Roads - country roads and bridges	1,000,000	1,000,000
Recreation, leisure and community facilities	525,430	132,275
Total non-recurrent capital grants	3,017,634	2,768,685
Total capital grants	4,785,332	4,169,885
Total Grants	21,166,690	26,285,556
Conditions on grants		
Grants recognised as revenue during the year that were obtained on condition that they be expended in a specified manner that had not occurred at balance date were:	361,871	667,075
Grants which were recognised as revenue in prior years and were expended during the current year in the manner specified by the grantor were:	663,694	342,651
Net increase/(decrease) in restricted assets resulting from grant revenues for the year:	(301,823)	324,424

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	2015	2014
	\$	\$
Note 7 Contributions		
Monetary - Operating	162,025	170,336
Monetary - Capital	255,477	413,607
Non-monetary	1,708,660	2,018,041
Total contributions	2,126,162	2,601,984
<i>Contributions to monetary - operating were received in relation to:</i>		
Contributions to community activities & facilities	22,430	74,560
Contributions to economic development activities	20,123	7,750
Developer contributions to restricted reserves	74,900	4,800
Contributions to operational costs	44,572	83,226
	162,025	170,336
<i>Contributions of monetary - capital were received in relation to the following asset classes:</i>		
Buildings	23,636	217,274
Infrastructure	241,841	196,333
	265,477	413,607
<i>Contributions of non monetary assets were received in relation to the following asset classes:</i>		
Land	8,656	1,327
Buildings	98,824	13,583
Infrastructure	1,601,180	2,003,131
Total non-monetary contributions	1,708,660	2,018,041
Note 8 Net gain/(loss) on disposal of property, infrastructure, plant and equipment		
Proceeds of sale	230,832	701,062
Written down value of assets sold	(134,325)	(831,694)
Net gain/(loss) on sale of property, infrastructure, plant and equipment	96,507	(130,632)
Impairment losses on infrastructure assets replaced	(5,645,038)	(2,287,179)
Total net gain/(loss) on disposal of property, infrastructure, plant and equipment	(5,452,024)	(2,548,443)
Note 9 Other income		
Interest	544,030	525,679
Reimbursements and subsidies	77,484	82,991
Legal costs recouped	34,024	69,814
Recognition of assets under council control	7,800	4,569,882
Rates property revaluation costs recouped	126,611	721
Energy rebate scheme income	45,644	59,858
Sale of recyclables income	76,934	(12,095)
IT equipment sale & leaseback	186,659	-
Revaluation of intangible asset	110,355	-
Visitor information centre income	46,801	-
Other income	79,904	121,690
Total other income	1,336,246	5,418,540
Note 10 (a) Employee costs		
Wages and salaries	14,597,171	14,340,903
Annual leave and long service leave	1,028,714	753,498
Casual staff	240,245	463,282
WorkCover	165,757	211,277
Superannuation	1,365,883	1,321,057
Fringe benefits tax	481,337	225,044
Other	521,950	395,423
Total employee costs	18,401,057	17,710,484
Note 10 (b) Superannuation		
Council made contributions to the following funds:		
Defined benefit fund		
Employer contributions to Local Authorities Superannuation Fund (Vision Super)	23,511	29,481
	23,511	29,481
There were no employer contributions payable at reporting date.		

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	\$	\$
Note 10 (b) Superannuation (cont.)		
Accumulation funds		
Employer contributions to Local Authorities Superannuation Fund (Vision Super)	1,185,368	1,068,389
Employer contributions - other funds	157,004	223,187
	<u>1,342,372</u>	<u>1,291,576</u>
 Employer contributions payable at reporting date.	 36,953	 36,913
 Moirā Shire Council makes the majority of its employer superannuation contributions in respect of its employees to the Local Authorities Superannuation Fund (the Fund). This Fund has two categories of membership, accumulation and defined benefit, each of which is funded differently. Obligations for contributions to the Fund are recognised as an expense in Comprehensive Income Statement when they are made or due.		
Accumulation		
The Fund's accumulation categories, Vision MySuper/Vision Super Saver, receives both employer and employee contributions on a progressive basis. Employer contributions are normally based on a fixed percentage of employee earnings (for the year ended 30 June 2015, this was 9.5% required under Superannuation Guarantee legislation (for 2013/14, this was 9.25%)).		
Defined Benefit		
Moirā Shire Council does not use defined benefit accounting for its defined benefit obligations under the Fund's Defined Benefit category. This is because the Fund's Defined Benefit category is a pooled multi-employer sponsored plan.		
There is no proportional split of the defined benefit liabilities, assets or costs between the participating employers as the defined benefit obligation is a floating obligation between the participating employers and the only time that the aggregate obligation is allocated to specific employers is when a call is made. As a result, the level of participation of Moirā Shire Council in the Fund cannot be measured as a percentage compared with other participating employers. Therefore, the Actuary is unable to allocate benefit liabilities, assets and costs between employers for the purposes of AASB 119.		
	2015	2014
	\$	\$
Note 11 Materials and services		
Building maintenance	271,574	376,687
General maintenance	3,154,832	3,058,468
Infrastructure maintenance	3,288,319	2,704,001
Office administration	186,404	272,530
Information technology	681,626	956,578
Community development	762,618	823,804
Disaster recovery	5,244	3,963,306
Waste management	919,153	860,734
Environmental management	169,260	140,452
Insurance	524,461	537,166
Utilities	931,663	1,218,437
Contract payments	4,095,561	10,346,542
Consultant fees	594,813	369,600
Law enforcement	68,662	44,553
Section 86 Committees	358,050	460,354
Other materials and services	31,777	63,574
Additional landfill provision cost	2,572,663	-
Total materials and services	<u>18,616,880</u>	<u>26,196,786</u>

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	\$	\$
Note 12 Bad and doubtful debts		
Other debtors	108	-
Total bad and doubtful debts	108	-
Note 13 Depreciation and amortisation		
Property	2,460,598	2,362,485
Plant and equipment	378,707	343,387
Infrastructure	5,434,403	7,019,732
Total depreciation and amortisation	8,273,708	9,725,604
<i>Refer to note 23 for a more detailed breakdown of depreciation.</i>		
Note 14 Borrowing costs		
Interest - Borrowings	526,503	587,100
Total borrowing costs	526,503	587,100
Note 15 Other expenses		
Auditors' remuneration - VAGO - audit of the financial statements, performance statement and grant acquittals	51,300	61,478
Auditors' remuneration - Internal	44,158	35,518
Councillors' allowances	288,464	276,874
Contributions and donations	2,330,616	2,148,699
Legal costs	203,236	348,268
Bank fees	105,665	96,740
Postage	31,849	28,766
Memberships and subscriptions	157,127	155,937
Advertising	275,283	259,763
Revaluation of intangible assets	-	108,564
Interest on unwinding of discount on provisions	232,499	265,407
Other	159,574	128,846
Total other expenses	3,879,771	3,914,858
Note 16 Investment in associates, joint arrangements and subsidiaries		
a) Investments in associates		
Investments in associates accounted for by the equity method are:		
- Goulburn Valley Regional Library Corporation	691,695	635,522
- Moira Arts and Culture Inc.	15,234	13,251
Total investments in associates	706,929	648,773
Goulburn Valley Regional Library Corporation		
<i>Background</i>		
Goulburn Valley Regional Library Corporation operates a regional library. Its ownership is shared between several local councils in the area, including Moira Shire Council with a stakeholding of 28.66%.		
Fair value of Council's investment in Goulburn Valley Regional Library Corporation	691,695	635,522
Council's share of accumulated surplus/(deficit)		
Council's share of accumulated surplus/(deficit) at start of year	(185,238)	(218,492)
Reported surplus/(deficit) for year	56,173	33,254
Council's share of accumulated surplus/(deficit) at end of year	(129,065)	(185,238)

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	\$	\$
Note 16 Investment in associates, joint arrangements and subsidiaries (cont.)		
Goulburn Valley Regional Library Corporation (cont.)		
Movement in carrying value of specific investment		
Carrying value of investment at start of year	635,522	602,268
Share of surplus(deficit) for year	58,173	33,254
Carrying value of investment at end of year	<u>691,695</u>	<u>635,522</u>
Council's share of expenditure commitments		
Operating commitments	-	2,003
Council's share of expenditure commitments	<u>-</u>	<u>2,003</u>
Council's share of contingent liabilities and contingent assets		
No contingent assets or liabilities were disclosed by Goulburn Valley Regional Library Corporation.		
Significant restrictions		
There are no significant restrictions on the ability of associate to transfer assets to Council in the form of dividends or to repay loans or advances made by Council.		
<hr/>		
Moira Arts and Culture Inc.		
<i>Background</i>		
Moira Arts and Culture Inc. was incorporated to promote arts and culture in the Shire. Moira Shire Council with a 20% stakeholding with two directors on the board of Moira Arts and Culture Inc.		
Fair value of Council's investment in Moira Arts and Culture Inc.		
	<u>15,234</u>	<u>13,251</u>
Council's share of accumulated surplus(deficit)		
Council's share of accumulated surplus(deficit) at start of year	13,251	-
Adjustment to surplus(deficit) for previous year	(7,515)	-
Reported surplus(deficit) for year	9,498	13,251
Council's share of accumulated surplus(deficit) at end of year	<u>15,234</u>	<u>13,251</u>
Movement in carrying value of specific investment		
Carrying value of investment at start of year	13,251	-
Adjustment to surplus(deficit) for previous year	(7,515)	-
Share of surplus(deficit) for year	9,498	13,251
Carrying value of investment at end of year	<u>15,234</u>	<u>13,251</u>
Council's share of expenditure commitments		
No commitments were disclosed by Moira Arts and Culture Inc.		
Council's share of contingent liabilities and contingent assets		
No contingent assets or liabilities were disclosed by Moira Arts and Culture Inc.		
Significant restrictions		
There are no significant restrictions on the ability of associate to transfer assets to Council in the form of dividends or to repay loans or advances made by Council.		
b) Subsidiaries		
Council does not have any subsidiaries.		

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	\$	\$
Note 17 Cash and cash equivalents		
Cash on hand	6,150	6,150
Cash at bank	6,039,566	1,656,401
Cash at call	3,400,000	2,000,000
Term deposits (with maturity terms less than 90 days)	6,812,311	6,000,000
	<u>16,256,027</u>	<u>11,662,551</u>
Councils cash and cash equivalents are subject to external restrictions that limit amounts available for discretionary use. These include:		
- Trust funds and deposits (Note 27)	1,307,327	1,013,071
- Restricted reserves (Note 30(b))	1,337,837	1,262,937
- Unexpended grants	904,495	1,078,679
Total restricted funds	<u>3,549,659</u>	<u>3,354,687</u>
Total unrestricted cash and cash equivalents	<u>12,706,368</u>	<u>8,307,864</u>
Note 18 Trade and other receivables		
Current		
Rates debtors	2,314,849	1,675,707
Special rate assessment	21,904	36,377
Loans and advances to community organisations	-	7,500
Infringement debtors	153,452	138,340
GST	186,131	431,685
Sundry debtors	503,785	728,753
Provision for doubtful debts - sundry debtors	(550)	(550)
Fire services levy	300,186	427,207
Total current trade and other receivables	<u>3,479,757</u>	<u>3,445,019</u>
Non-current		
Total non-current trade and other receivables	-	-
Total trade and other receivables	<u>3,479,757</u>	<u>3,445,019</u>
a) Ageing of Receivables		
At balance date sundry debtors representing financial assets were past due but not impaired. These amounts relate to a number of independent customers for whom there is no recent history of default. The ageing of the Council's trade & other receivables (excluding statutory receivables) was:		
Current (not yet due)	436,719	400,324
Past due by up to 30 days	48,524	117,614
Past due between 31 and 180 days	14,677	30,615
Past due between 181 and 365 days	2,865	160,000
Past due by more than 1 year	900	-
Total trade & other receivables	<u>503,785</u>	<u>728,753</u>
b) Movement in provisions for doubtful debts		
Balance at the beginning of the year	(550)	(550)
Balance at end of year	<u>(550)</u>	<u>(550)</u>
c) Ageing of Individually Impaired Receivables		
The ageing of receivables that have been individually determined as impaired at reporting date was:		
At balance date there were no financial assets which were impaired.		
Note 19 Other financial assets		
Term deposits (with maturity terms greater than 90 days)	8,020,033	2,775,598
Total other financial assets	<u>8,020,033</u>	<u>2,775,598</u>

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	2015	2014
	\$	\$
Note 20 Inventories		
Inventories held for distribution	577,559	423,562
Inventories held for sale	15,636	-
Total inventories	<u>593,195</u>	<u>423,562</u>
Note 21 Non current assets classified as held for sale		
Cost of acquisition/revaluation	441,936	441,936
Less: Industrial land sold during the year	(68,752)	-
Total non current assets classified as held for resale	<u>373,184</u>	<u>441,936</u>
Note 22 Other assets		
Prepayments	90,457	75,726
Accrued income	155,743	45,306
Total other assets	<u>246,200</u>	<u>121,032</u>

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Note 23 Property, Infrastructure plant and equipment

Land and Buildings	Land - specialised	Land - non specialised	Land improvements	Total Land	Buildings - non specialised	Total Buildings	Work in Progress	Total Property
At fair value 1 July 2014	35,467,381	52,020,420	36,472,746	123,960,557	127,271,699	127,271,699	206,753	251,439,009
Accumulated depreciation at 1 July 2014	-	-	(12,599,334)	(12,599,334)	(52,599,040)	(52,599,040)	-	(65,198,374)
	35,467,381	52,020,420	23,873,412	111,361,223	74,672,659	74,672,659	206,753	186,240,635
Movements in fair value								
Acquisition of assets at fair value	9,184	53,910	218,015	281,109	728,953	729,953	543,419	1,554,481
Revaluation increments/decrements	149,614	-	2,572,663	2,722,277	9,680	9,680	-	2,732,157
Fair value of assets disposed	-	(2,720,118)	(2,894,467)	(5,614,585)	(478,790)	(478,790)	-	(6,093,375)
Impairment losses recognised in operating result	-	-	-	-	-	-	(22,914)	(22,914)
Transfers	-	-	9,000	9,000	134,904	134,904	(134,904)	9,000
	153,868	(2,666,208)	(84,788)	(2,601,999)	395,747	395,747	385,601	(1,820,651)
Movements in accumulated depreciation								
Depreciation and amortisation	-	-	(509,545)	(509,545)	(1,551,053)	(1,551,053)	-	(2,460,598)
Accumulated depreciation of disposals	-	-	628,223	628,223	247,509	247,509	-	875,732
Revaluation increments/decrements	-	-	-	-	(3,881)	(3,881)	-	(3,881)
Impairment losses recognised in operating result	-	-	-	-	-	-	-	-
Transfers	-	-	(4,558)	4,558	-	-	-	(4,558)
	-	-	(285,880)	(285,880)	(1,307,425)	(1,307,425)	-	(1,593,305)
At fair value 30 June 2015	35,626,379	49,354,222	36,377,957	121,358,558	127,667,446	127,667,446	592,354	249,618,358
Accumulated depreciation at 30 June 2015	-	-	(12,895,214)	(12,895,214)	(53,906,465)	(53,906,465)	-	(66,791,679)
	35,626,379	49,354,222	23,482,743	108,473,344	73,760,981	73,760,981	592,354	182,826,679
Plant and Equipment								
At fair value 1 July 2014	2,913,012	120,917		3,033,929				
Accumulated depreciation at 1 July 2014	(968,471)	(60,281)		(1,028,752)				
	1,944,541	60,636		2,005,177				
Movements in fair value								
Acquisition of assets at fair value	735,378	-		735,378				
Revaluation increments/decrements	-	-		-				
Fair value of assets disposed	(153,134)	-		(153,134)				
Impairment losses recognised in operating result	-	-		-				
Transfers	-	-		-				
	582,244	-		582,244				
Movements in accumulated depreciation								
Depreciation and amortisation	(368,846)	(9,861)		(378,707)				
Accumulated depreciation of disposals	91,257	-		91,257				
Revaluation increments/decrements	-	-		-				
Impairment losses recognised in operating result	-	-		-				
Transfers	-	-		-				
	(277,589)	(9,861)		(287,450)				
At fair value 30 June 2015	3,495,256	120,917		3,616,173				
Accumulated depreciation at 30 June 2015	(1,246,060)	(70,142)		(1,316,202)				
	2,249,196	50,775		2,299,971				

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Note 23

Property, Infrastructure plant and equipment (cont.)

	Roads	Bridges	Footpaths and cycways	Drainage	Recreational, leisure and community facilities
Infrastructure					
At fair value 1 July 2014	312,830,887	26,260,593	15,486,120	55,437,362	1,846,441
Accumulated depreciation at 1 July 2014	(79,887,943)	(8,504,438)	(3,019,427)	(17,553,164)	(333,888)
	233,043,044	17,756,163	12,466,693	37,884,198	1,506,553
Movements in fair value					
Acquisition of assets at fair value	5,438,485	-	549,895	1,061,721	-
Revaluation increments/decrements	344,365	-	-	-	247,430
Fair value of assets disposed	(289,137)	-	(171,016)	(73,213)	(24,100)
Impairment losses recognised in operating result	-	-	-	-	-
Transfers	37,834	-	23,981	22,222	(9,000)
	5,531,377	-	402,860	1,010,730	214,330
Movements in accumulated depreciation					
Depreciation and amortisation	(4,130,270)	(191,758)	(325,370)	(575,364)	(78,021)
Accumulated depreciation of disposals	90,769	-	24,183	4,048	7,376
Revaluation increments/decrements	3,151,119	-	-	-	208,091
Impairment losses recognised in operating result	-	-	-	-	-
Transfers	-	-	-	-	4,558
	(888,382)	(191,758)	(301,187)	(571,316)	202,004
At fair value 30 June 2015	319,462,384	26,260,593	15,890,890	56,448,092	2,060,771
Accumulated depreciation at 30 June 2015	(80,776,325)	(8,696,228)	(3,320,614)	(18,124,480)	(137,884)
	238,686,059	17,564,365	12,570,276	38,323,612	1,922,887
Infrastructure (cont.)					
At fair value 1 July 2014	9,771,550	153,767	421,868,820		676,361,758
Accumulated depreciation at 1 July 2014	(3,432,929)	-	(112,737,781)		(179,964,907)
	6,338,621	153,767	309,131,039		496,396,851
Movements in fair value					
Acquisition of assets at fair value	-	154,301	7,204,392		9,494,251
Revaluation increments/decrements	-	-	591,825		3,323,982
Fair value of assets disposed	-	-	(557,466)		(6,803,875)
Impairment losses recognised in operating result	-	(78,470)	(78,470)		(161,384)
Transfers	-	(83,847)	(9,000)		-
	-	8,016	7,191,281		5,912,874
Movements in accumulated depreciation					
Depreciation and amortisation	(133,580)	-	(5,434,403)		(8,273,708)
Accumulated depreciation of disposals	-	-	126,376		1,693,365
Revaluation increments/decrements	-	-	3,419,210		3,415,329
Impairment losses recognised in operating result	-	-	-		-
Transfers	-	-	4,558		-
	(133,580)	-	(1,884,259)		(3,765,014)
At fair value 30 June 2015	9,771,550	145,751	429,940,101		682,274,632
Accumulated depreciation at 30 June 2015	(3,566,509)	-	(114,622,040)		(182,729,921)
	6,205,041	145,751	314,418,061		499,544,711

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Note 23 Property, infrastructure, plant and equipment (cont.)

Valuation of land and buildings

Land assets were valued by Marcus Hann of LG Valuation Services Pty Ltd at 30 June 2012. The valuation of land is at fair value being market value based on highest and best use permitted by relevant land planning provisions. The valuation process involved an inspection of each asset to identify and value each property's fair value. Valuation of land assets is due again in 2015/16.

Land under Roads was valued at 30 June 2015 by Ms Tricia Simpson, Asset Technical Officer for Moira Shire Council in accordance with the "Englobo Method" of calculation provided in the Department of Planning and Community Development Circular 15/11. The Englobo Method of valuation of land under roads is a calculation based on the area the unimproved value of all land within the municipality discounted by 90% multiplied by the area of land under roads. The value of land under roads will be re-calculated every year.

Any significant movements in the unobservable inputs for land and land under roads will have a significant impact on the fair value of these assets

Buildings were valued at 30 June 2014 by Marcus Hann of LG Valuation Services in accordance with AASB 113 and AASB 116 as a component of the valuation works to be provided under Moira Shire Council Contract C168/10. The valuation of land and buildings is at fair value being market value based on highest component to determine each property's fair value. Buildings will be re-valued again in 2016/17.

Details of the Council's land and buildings and information about the fair value hierarchy as at 30 June 2015 are as follows:

	Level 1	Level 2	Level 3	Total
Land - specialised	-	-	35,626,379	35,626,379
Land - non specialised	-	48,981,038	-	48,981,038
Industrial land held for resale	-	373,184	-	373,184
Land improvements	-	-	23,492,743	23,492,743
Buildings - non specialised	-	-	73,760,981	73,760,981
Total	-	49,354,222	132,880,103	182,234,325

Valuation of infrastructure

The 2014/15 valuation of infrastructure assets owned and controlled by the Moira Shire Council, except the valuation of playground equipment, was undertaken by Council's engineering and asset management staff under the supervision of Mr Mark Foord, Manager Strategic Projects. The valuation of playground equipment was conducted by a qualified independent valuer, Ray Hutchison and Associates.

The unit rates and effective lives of all asset classes were reviewed where applicable by Council's asset management and engineering staff using actual rates or benchmark data from the Municipal Association of Victoria (MAV Step Program) and the North East Asset Management Group (NEAMG).

The valuation is at fair value based on replacement cost less accumulated depreciation as at the date of valuation.

Details of the Council's infrastructure and information about the fair value hierarchy as at 30 June 2015 are as follows:

	Level 1	Level 2	Level 3	Total
Roads	-	-	237,686,039	237,686,039
Bridges	-	-	17,584,365	17,584,365
Footpaths and cycle ways	-	-	12,570,366	12,570,366
Drainage	-	-	38,323,612	38,323,612
Playground equipment	-	-	1,922,887	1,922,887
Other Infrastructure	-	-	6,205,041	6,205,041
Total	-	-	314,272,310	314,272,310

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	\$	\$
Note 23 Property, infrastructure, plant and equipment (cont.)		
<i>Description of significant unobservable inputs into level 3 valuations</i>		
<i>Specialised land and land under roads</i> is valued using a market based direct comparison technique. Significant unobservable inputs include the extent and impact of restriction of use and the market cost of land per square metre. The extent and impact of restrictions on use varies and results in a reduction to surrounding land values between 5% and 95%. The market value of land under roads is valued in accordance with the Englobe Method. This method is recommended with Australian Infrastructure Financial Management Guidelines, published by Institute of Public Works, Australia. Currently land values range between \$0.04 and \$4,400 per square metre.		
<i>Infrastructure assets</i> are valued based on the depreciated replacement cost. Significant unobservable inputs include the current replacement cost and remaining useful lives of infrastructure. The remaining useful lives of infrastructure assets are determined on the basis of the current condition of the asset and vary from 2 years to 150 years. Replacement cost is sensitive to changes in market conditions, with any increase or decrease in cost flowing through to the valuation. Useful lives of infrastructure are sensitive to changes in use, expectations or requirements that could either shorten or extend the useful lives of infrastructure assets.		
Reconciliation of specialised land		
Crown land	30,892,174	30,892,174
Land under roads	4,734,205	4,575,207
Total specialised land	<u>35,626,379</u>	<u>35,467,381</u>

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	2015	2014	
	\$	\$	
Note 24 Investment property			
Council does not have investment properties			
Note 25 Intangible assets			
Water rights	1,020,258	909,902	
Total intangible assets	<u>1,020,258</u>	<u>909,902</u>	
	Water Rights	Total	
	\$	\$	
Gross carrying amount			
Balance at 1 July 2013	1,018,466	1,018,466	
Fair value adjustment	(108,564)	(108,564)	
Balance at 1 July 2014	909,902	909,902	
Fair value adjustment	110,355	110,355	
Balance at 30 June 2015	<u>1,020,257</u>	<u>1,020,257</u>	
Net book value at 30 June 2014	909,902	909,902	
Net book value at 30 June 2015	<u>1,020,257</u>	<u>1,020,257</u>	
Note 26 Trade and other payables			
Trade payables	950,267	1,838,715	
Net GST payable	(108,759)	(154,601)	
Accrued expenses	950,352	559,663	
Total trade and other payables	<u>1,790,860</u>	<u>2,343,777</u>	
Note 27 Trust funds and deposits			
Refundable deposits	675,700	429,196	
Fire services levy	484,350	484,302	
Retention amounts	147,277	119,573	
Total trust funds and deposits	<u>1,307,327</u>	<u>1,033,071</u>	
<i>Purpose and nature of items</i>			
Refundable deposits - Deposits are taken by council as a form of surety in a number of circumstances, including in relation to building works, tender deposits, contract deposits and the use of civic facilities			
Fire Service Levy - Council is the collection agent for fire services levy on behalf of the State Government. Council remits amounts received on a quarterly basis. Amounts disclosed here will be remitted to the state government in line with that process.			
Retention Amounts - Council has a contractual right to retain certain amounts until a contractor has met certain requirements or a related warrant or defect period has elapsed. Subject to the satisfactory completion of the contractual obligations, or the elapsing of time, these amounts will be paid to the relevant contractor in line with Council's contractual obligations.			
Note 28 Provisions			
	Landfill restoration	Employee provisions	Total
	\$	\$	\$
2015			
Balance at beginning of the financial year	8,602,677	3,720,056	12,322,743
Additional provisions	2,572,663	596,668	3,159,331
Amounts used	(924,382)	(148,113)	(1,072,495)
Increase in the discounted amount arising because of time and the effect of any change in the discount rate	232,499	-	232,499
Balance at the end of the financial year	<u>10,483,457</u>	<u>4,158,621</u>	<u>14,642,078</u>
2014			
Balance at beginning of the financial year	8,410,711	3,403,013	11,813,724
Provision write-back	-	(80,765)	(80,765)
Additional provisions	904,994	520,070	1,425,064
Amounts used	(978,435)	(122,252)	(1,100,687)
Increase in the discounted amount arising because of time and the effect of any change in the discount rate	265,407	-	265,407
Balance at the end of the financial year	<u>8,602,677</u>	<u>3,720,066</u>	<u>12,322,743</u>

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		2015	2014
		\$	\$
Note 28	Provisions (cont.)		
	Current		
	Employee provisions		
	Current provisions expected to be wholly settled within 12 months		
	Annual leave	975,191	993,087
	Annual leave loading	108,305	97,559
	Long service leave	2,007,902	1,860,504
	Rostered days off	135,977	160,965
		<u>3,227,375</u>	<u>2,902,145</u>
	Current provisions expected to be wholly settled after 12 months		
	Annual leave	551,809	480,979
		<u>551,809</u>	<u>480,979</u>
	Landfill provisions		
	Landfill restoration provisions	906,879	954,990
	Total current provisions	<u>4,686,063</u>	<u>4,338,114</u>
	Non-current		
	Non-current Employee provisions		
	Long service leave	379,437	336,942
	Landfill provisions		
	Landfill restoration provisions	9,576,577	7,647,687
	Non-current carrying amount of provisions	<u>9,956,014</u>	<u>7,984,629</u>
	The following assumptions were adopted in measuring the present value of employee benefits:		
	Weighted average increase in employee costs	4.44%	4.80%
	Weighted average discount rates	3.03%	3.79%
	Weighted average settlement period	12 mths	12 mths
	The following assumptions were adopted in measuring the present value of landfill rehabilitation:		
	Weighted average increase in costs	5.53%	2.81%
	Weighted average discount rates	3.03%	3.79%
	Weighted average settlement period	7 yrs	7 yrs
Note 29	Interest-bearing loans and borrowings		
	Current		
	Borrowings - secured	892,420	829,560
		<u>892,420</u>	<u>829,560</u>
	Non-current		
	Borrowings - secured	5,579,447	6,471,942
		<u>5,579,447</u>	<u>6,471,942</u>
	Total	<u>6,471,867</u>	<u>7,301,502</u>
	a) The maturity profile for Council's borrowings is:		
	Not later than one year	892,420	829,560
	Later than one year and not later than five years	4,118,158	4,022,567
	Later than five years	1,461,289	2,449,375
		<u>6,471,867</u>	<u>7,301,502</u>
	b) Aggregate carrying amount of interest-bearing loans and borrowings:		
	Current	892,420	829,560
	Non-current	5,579,447	6,471,942
		<u>6,471,867</u>	<u>7,301,502</u>
	Interest-bearing loans and borrowings are secured by a lien on Council rate revenue. Council currently does not have an overdraft facility, the fixed rate loan facilities are fully utilised with no unused facility.		

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	2015	2014
	\$	\$
Note 29 (a) Non-interest-bearing loans and borrowings		
Current		
Land acquisition	60,000	60,000
	<u>60,000</u>	<u>60,000</u>
Non-current		
Land acquisition	60,099	120,099
	<u>60,099</u>	<u>120,099</u>
Total	<u>120,099</u>	<u>180,099</u>
a) The maturity profile for Council's borrowings is:		
Not later than one year	60,000	60,000
Later than one year and not later than five years	<u>60,099</u>	<u>120,099</u>
	<u>120,099</u>	<u>180,099</u>

Non-interest-bearing loans and borrowings are unsecured.

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Note 30 Reserves

	Balance at beginning of reporting period	Increment (decrement)	Balance at end of reporting period
	\$	\$	\$
(a) Asset revaluation reserves			
2015			
Property			
Land	33,069,806	149,814	33,219,620
Buildings	50,885,351	5,799	50,891,150
Land Improvements	11,166,045	2,572,663	13,738,708
	<u>95,121,202</u>	<u>2,728,276</u>	<u>97,849,478</u>
Infrastructure			
Roads	171,733,389	3,495,514	175,228,903
Bridges	16,948,461	-	16,948,461
Footpaths and cycleways	9,110,165	-	9,110,165
Drainage	24,956,948	-	24,956,948
Recreational, leisure and community facilities	884,594	515,521	1,400,115
Other infrastructure	3,134,956	-	3,134,956
	<u>226,768,513</u>	<u>4,011,035</u>	<u>230,779,548</u>
Total asset revaluation reserves	321,889,715	6,739,311	328,629,026
2014			
Property			
Land	34,238,442	(1,168,636)	33,069,806
Buildings	51,761,200	(875,849)	50,885,351
Land Improvements	8,348,702	2,817,343	11,166,045
	<u>94,348,344</u>	<u>772,858</u>	<u>95,121,202</u>
Infrastructure			
Roads	265,003,446	(93,270,057)	171,733,389
Bridges	18,888,916	(1,940,455)	16,948,461
Footpaths and cycleways	9,110,165	-	9,110,165
Drainage	24,956,948	-	24,956,948
Recreational, leisure and community facilities	884,594	-	884,594
Other infrastructure	3,134,956	-	3,134,956
	<u>321,979,025</u>	<u>(95,210,512)</u>	<u>226,768,513</u>
Total asset revaluation reserves	416,327,369	(94,437,654)	321,889,715

The asset revaluation reserve is used to record the increased (net) value of Council's assets over time.

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Note 30 Reserves (cont.)

	Balance at beginning of reporting period \$	Transfer from accumulated surplus \$	Transfer to accumulated surplus \$	Balance at end of reporting period \$
(b) Other reserves				
2015				
Restricted reserve - recreation open space reserve	929,301	74,900	-	1,004,201
Restricted reserve - car parking reserve	273,636	-	-	273,636
Restricted reserve - net gain native vegetation reserve	60,000	-	-	60,000
Total Other reserves	1,262,937	74,900	-	1,337,837
2014				
Restricted reserve - recreation open space reserve	924,501	4,800	-	929,301
Restricted reserve - car parking reserve	273,636	-	-	273,636
Restricted reserve - net gain native vegetation reserve	40,000	20,000	-	60,000
Total Other reserves	1,238,137	24,800	-	1,262,937

Recreation open space reserve has been established in accordance with the Sub-division Act 1968 and is used to develop strategically located parks and reserves for the benefit of the residents in the municipality

Car parking reserve has been established under the Planning and Environment Act 1987 and is used to provide adequate car parking spaces within the municipality

Net gain native vegetation reserve has been established under the Planning and Environment Act 1987 and is used to fulfill Council's obligation in regard to planting of native vegetation.

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	2015 \$	2014 \$
Note 31 Reconciliation of cash flows from operating activities to surplus/(deficit)		
Surplus/(deficit) for the year	4,506,720	6,435,609
Depreciation/amortisation	8,273,708	9,725,604
(Profit)/loss on disposal of property, infrastructure, plant and equipment	(96,507)	130,632
Impairment losses on infrastructure assets replaced	5,645,038	2,287,179
Contributions - Non-monetary assets	(1,708,660)	(2,018,041)
Share of net profit of investments in associates	(58,156)	(46,505)
Prior year capital works expensed	101,391	-
Fair value adjustment of intangible asset	(110,355)	108,565
Net previously unrecognised asset	(7,800)	(4,569,882)
Other	527,407	587,937
Change in assets and liabilities:		
(Increase)/decrease in trade and other receivables	(34,738)	(73,315)
(Increase)/decrease in prepayments	(14,731)	(28,962)
Increase/(decrease) in accrued income	(110,437)	178,972
Increase/(decrease) in trade and other payables	(552,917)	(5,437,309)
(Decrease)/increase in other liabilities	294,249	(287,745)
(Increase)/decrease in inventories	(169,633)	168,106
Increase/(decrease) in provisions	2,319,334	(396,954)
Net cash provided by/(used in) operating activities	<u>18,803,913</u>	<u>6,763,891</u>
Note 32 Reconciliation of cash and cash equivalents		
Cash and cash equivalents (see note 17)	16,258,027	11,862,551
Other financial assets (see note 19)	8,020,033	2,775,598
	<u>24,278,060</u>	<u>14,438,149</u>
Note 33 Financing arrangements		
Fixed rate loan facilities (see note 29)	6,471,867	7,301,502
Used facilities	<u>6,471,867</u>	<u>7,301,502</u>
Unused facilities	-	-
Interest-bearing loans are borrowed with a lien on Council rates revenue.		

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Note 34 Commitments

The Council has entered into the following commitments

2015	Not later than	Later than 1 year	Later than 2 years	Later than	Total
	1 year	and not later than 2 years	and not later than 5 years	5 years	
	\$	\$	\$	\$	\$
Operating					
Environmental management	110,909	56,455	-	-	167,364
Building design	46,516	-	-	-	46,516
Recreation facilities management	736,914	-	-	-	736,914
Cleaning contracts for council buildings	265,205	102,591	76,943	-	444,739
Leasing of plant	971,175	2,263,987	1,215,181	203,012	4,653,355
Total	2,130,719	2,423,033	1,292,124	203,012	6,048,888
Capital					
Drainage	97,928	-	-	-	97,928
Total	97,928	-	-	-	97,928

2014	Not later than	Later than 1 year	Later than 2 years	Later than	Total
	1 year	and not later than 2 years	and not later than 5 years	5 years	
	\$	\$	\$	\$	\$
Operating					
Waste and recycling collection	113,564	113,564	151,418	-	378,546
Cleaning contracts for council buildings	55,184	-	-	-	55,184
Security contracts for council buildings	55,603	-	-	-	55,603
Electoral services	2,957	-	-	-	2,957
Software system support	210,000	880,000	-	-	1,090,000
Recreation facilities management	840,914	-	-	-	840,914
Leasing of plant	1,433,862	1,341,400	1,935,839	56,326	4,767,427
Total	2,712,084	2,334,964	2,087,257	56,326	7,190,631

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	2015	2014
	\$	\$
Note 35 Operating leases		
(a) Operating		
At the reporting date, the Council had the following obligations under non-cancellable operating leases for the lease of equipment and land and buildings for use within Council's activities (these obligations are not recognised as liabilities):		
Not later than one year	1,230,684	1,581,279
Later than one year and not later than five years	3,994,780	3,001,651
Later than five years	203,012	191,985
	5,428,476	4,784,915
(b) Operating		
The Council does not have commercial property leases on investment properties.		

Note 36 Contingent liabilities and contingent assets

Contingent liabilities

Council is presently involved in several confidential legal matters, which are being conducted through Council's solicitors. This includes a legal matter involving a previous employee and Council. As these matters are yet to be finalised and the financial outcomes are unable to be reliably measured, no allowances for these contingencies have been made in the financial report.

Council has obligations under a defined benefit superannuation scheme that may result in the need to make additional contributions to the scheme to ensure that the liabilities of the fund are covered by the assets of the fund. As a result of the volatility in financial markets the likelihood of making such contributions in future periods exists. At this point in time it is not known if additional contributions will be required, their timing or potential amount.

Funding arrangements

Moira Shire Council makes employer contributions to the defined benefit category of the Fund at rates determined by the Trustee on the advice of the Fund's Actuary.

The Fund's latest actuarial investigation was held as at 30 June 2014 and it was determined that the vested benefit index (VBI) of the defined benefit category of which Moira Shire Council is a contributing employer was 103.4%. To determine the VBI, the fund Actuary used the following long-term assumptions:

Net investment returns 7.5% pa
Salary information 4.25% pa
Price inflation (CPI) 2.75% pa

Vision Super has advised that the estimated VBI at quarter ending 30 June 2015 was 105.6%.

The VBI is to be used as the primary funding indicator. Because the VBI was above 100%, the actuarial investigation determined the defined benefit category was in a satisfactory financial position and that no change was necessary to the defined benefit category's funding arrangements from prior years.

Employer contributions

Regular contributions

On the basis of the results of the most recent full actuarial investigation conducted by the Fund's Actuary as at 30 June 2014, Moira Shire Council makes employer contributions to the Fund's Defined Benefit category at rates determined by the Fund's Trustee. For the year ended 30 June 2015, this rate was 9.5% of members' salaries. This rate will increase in line with any increase to the Superannuation Guarantee (SG) contribution rate.

In addition, Moira Shire Council reimburses the Fund to cover the excess of the benefits paid as a consequence of retrenchment above the funded resignation or retirement benefit.

Funding calls

If the defined benefit category is in an unsatisfactory financial position at actuarial investigation or the defined benefit category's VBI is below its shortfall limit at any time other than the date of the actuarial investigation, the defined benefit category has a shortfall for the purposes of SPS 160 and the Fund is required to put a plan in place so that the shortfall is fully funded within three years of the shortfall occurring. The Fund monitors its VBI on a quarterly basis and the Fund has set its shortfall limit at 97%.

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Note 36 Contingent liabilities and contingent assets (cont.)

Contingent liabilities (cont.)

Funding calls (cont.)

In the event that the Fund Actuary determines that there is a shortfall based on the above requirement, the Fund's participating employers (including Moira Shire Council) are required to make an employer contribution to cover the shortfall.

Using the agreed methodology, the shortfall amount is apportioned between the participating employers based on the pre-1 July 1993 and post-30 June 1993 service liabilities of the Fund's defined benefit category, together with the employer's payroll at 30 June 1993 and at the date the shortfall has been calculated.

Due to the nature of the contractual obligations between the participating employers and the Fund, and that the Fund includes lifetime pensioners and their reversionary beneficiaries, it is unlikely that the Fund will be wound up.

If there is a surplus in the Fund, the surplus cannot be returned to the participating employers.

In the event that a participating employer is wound-up, the defined benefit obligations of that employer will be transferred to that employer's successor.

Latest actuarial investigation surplus amounts

The Fund's latest actuarial investigation as at 30 June 2014 identified the following in the defined benefit category of which Moira Shire Council is a contributing employer:

A VBI surplus of \$77.1 million; and
A total service liability surplus of \$236 million.

The VBI surplus means that the market value of the fund's assets supporting the defined benefit obligations exceed the vested benefits that the defined benefit members would have been entitled to if they had all exited on 30 June 2014.

The total service liability surplus means that the current value of the assets in the Fund's defined benefit category plus expected future contributions exceeds the value of expected future benefits and expenses.

Moira Shire Council was notified of the results of the actuarial investigation during January 2015.

Note 10b Superannuation Contributions

Contributions by Moira Shire Council (excluding any unfunded liability payments) to the above superannuation plans for the financial year ended 30 June 2015 are detailed below:

Scheme	Type of Scheme	Rate	2015 \$'000	2014 \$'000
Vision Super	Defined benefits	9.50%	23.5	29.0
Vision Super	Accumulation	9.50%	1,185.4	1,068.0
Other Funds	Accumulation	9.50%	157.0	223.0

In addition to the above contributions, Moira Shire Council has paid no unfunded liability payments to Vision Super during the 2014/15 year (2013/14 Nil paid during the 2013/14 year).

There were no contributions outstanding and no loans issued from or to the above schemes as at 30 June 2015.

The expected contributions to be paid to the defined benefit category of Vision Super for the year ending 30 June 2016 is \$24,300.

Guarantees for loans to other entities

Council has not provided any guarantees for loans to other entities.

Contingent assets

Developer contributions expected to be received in respect of property sub-divisions currently under development total \$200,000 (2013/14 \$200,000).

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ATTACHMENT No [1] - Financial report 2014-15

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Note 37 Financial Instruments

(a) Objectives and policies

The Council's principal financial instruments comprise cash assets, term deposits, receivables (excluding statutory receivables), payables (excluding statutory payables) and bank borrowings. Details of the significant accounting policies and methods adopted, including the criteria for recognition, the basis of measurement and the basis on which income and expenses are recognised, in respect of each class of financial asset, financial liability and equity instrument is disclosed in Note 1 of the financial report. Risk management is carried out by senior management under policies approved by the Council. These policies include identification and analysis of the risk exposure to Council and appropriate procedures, controls and risk minimisation.

(b) Market risk

Market risk is the risk that the fair value or future cash flows of our financial instruments will fluctuate because of changes in market prices. The Council's exposures to market risk is primarily through interest rate risk with only insignificant exposure to other price risks and no exposure to foreign currency risk.

Interest rate risk

Interest rate risk refers to the risk that the value of a financial instrument or cash flows associated with the instrument will fluctuate due to changes in market interest rates. Our interest rate liability risk arises primarily from long term loans and borrowings at fixed rates which exposes us to fair value interest rate risk. Cash flow interest rate risk is the risk that the future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Council has minimal exposure to cash flow interest rate risk through its cash and deposits that are at floating rate.

Investment of surplus funds is made with approved financial institutions under the *Local Government Act 1989*. We manage interest rate risk by adopting an investment policy that ensures:

- diversification of investment product,
- monitoring of return on investment,
- benchmarking of returns and comparison with budget.

There has been no significant change in the Council's exposure, or its objectives, policies and processes for managing interest rate risk or the methods used to measure this risk from the previous reporting period.

Interest rate movements have not been sufficiently significant during the year to have an impact on the Council's year end result.

(c) Credit risk

Credit risk is the risk that a contracting entity will not complete its obligations under a financial instrument and cause us to make a financial loss. We have exposure to credit risk on some financial assets included in our balance sheet. To help manage this risk:

- we have a policy for establishing credit limits for the entities we deal with;
- we may require collateral where appropriate; and
- we only invest surplus funds with financial institutions which have a recognised credit rating specified in our investment policy.

Receivables consist of a large number of customers, spread across the ratepayer, business and government sectors. Credit risk associated with the Council's financial assets is minimal because the main debtor is secured by a charge over the rateable property.

There are no material financial assets which are individually determined to be impaired.

We may also be subject to credit risk for transactions which are not included in the balance sheet, such as when we provide a guarantee for another party. Details of our contingent liabilities are disclosed in note 36.

The maximum exposure to credit risk at the reporting date to recognised financial assets is the carrying amount, net of any provisions for impairment of those assets, as disclosed in the balance sheet and notes to the financial statements. Council does not hold any collateral.

(d) Liquidity risk

Liquidity risk includes the risk that, as a result of our operational liquidity requirements or we will not have sufficient funds to settle a transaction when required, we will be forced to sell a financial asset at below value or may be unable to settle or recover a financial asset.

To help reduce these risks Council:

- have a liquidity policy which targets a minimum and average level of cash and cash equivalents to be maintained;
- have readily accessible standby facilities and other funding arrangements in place;
- have a liquidity portfolio structure that requires surplus funds to be invested within various bands of liquid instruments;
- monitor budget to actual performance on a regular basis; and
- set limits on borrowings relating to the percentage of loans to rate revenue and percentage of loan principal repayments to rate revenue.

The Council's maximum exposure to liquidity risk is the carrying amounts of financial liabilities as disclosed in the face of the balance sheet and the amounts related to financial guarantees disclosed in Note 36, and is deemed insignificant based on prior periods' data and current assessment of risk.

There has been no significant change in Council's exposure, or its objectives, policies and processes for managing liquidity risk or the methods used to measure this risk from the previous reporting period.

With the exception of borrowings, all financial liabilities are expected to be settled within normal terms of trade. Details of the maturity profile for borrowings are disclosed at Note 29.

Unless otherwise stated, the carrying amounts of financial instruments reflect their fair value.

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Note 37 Financial Instruments (cont.)

e) Fair value

Unless otherwise stated, the carrying amount of financial instruments reflect their fair value.

Fair value hierarchy

Council's financial assets and liabilities are not valued in accordance with the fair value hierarchy, Council's financial assets and liabilities are measured at amortised cost.

(f) Sensitivity disclosure analysis

Taking into account past performance, future expectations, economic forecasts, and management's knowledge and experience of the financial markets, Council believes the following movements are 'reasonably possible' over the next 12 months:

- A parallel shift of +1.0% and -1.0% in market interest rates (AUD) from year-end rates of 2.0 %.

These movements will not have a material impact on the valuation of Council's financial assets and liabilities, nor will they have a material impact on the results of Council's operations.

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Note 38 Related party transactions

(i) **Responsible Persons**

Names of persons holding the position of a Responsible Person at the Council at any time during the year are:

Councillors Mayor Peter Mansfield (01/07/2014 - 05/11/2014)
Mayor Marie Martin (06/11/2014 - 30/06/2015)
Councillor Kevin Bourke
Councillor Wendy Buck
Councillor Gary Cleveland
Councillor Ed Cox
Councillor Brian Keenan
Councillor Peter Mansfield (06/11/2014 - 30/06/2015)
Councillor Marie Martin (01/07/2014 - 06/11/2014)
Councillor Robert McPhee
Councillor Alex Monk

Chief Executive Officer Mark Henderson

(ii) **Remuneration of Responsible Persons**

The numbers of Responsible Persons whose total remuneration from Council and any related entities, excluding retirement benefits, fall within the following bands:

	2015 No.	2014 No.
\$10,000 - \$19,999	-	1
\$20,000 - \$29,999	2	5
\$30,000 - \$39,999	4	2
\$40,000 - \$49,999	1	1
\$60,000 - \$69,999	1	1
\$80,000 - \$89,999	1	-
\$240,000 - \$249,999	1	1
	10	11

Total Remuneration for the reporting year for Responsible Persons included above amounted to:

	2015	2014
	\$621,430	\$520,499

(iii) **Senior Officers Remuneration**

A Senior Officer other than a Responsible Person, is an officer of Council who:
a) has management responsibilities and reports directly to the Chief Executive; or
b) whose total annual remuneration exceeds \$136,000

The number of Senior Officers other than the Responsible Persons, are shown below in their relevant income bands:

Income Range:	2015 No.	2014 No.
Less than \$136,000	5	2
\$136,000 - \$139,999	1	-
\$150,000 - \$159,999	1	-
\$160,000 - \$169,999	2	2
\$220,000 - \$229,999	1	2
	10	6

Total Remuneration for the reporting year for Senior Officers included above, amounted to: \$1,155,223 \$872,794
Increase in total remuneration in 2014/15 is mainly due to the transitional period of structural changes in the organisation where two or more directors were working concurrently for a two months, and other end of contract payments.

(iv) **Responsible persons retirement benefits**

No retirement benefits have been made by Council to a Responsible Person in 2014/15 (2013/14 \$Nil).

(v) **Loans to responsible persons**

No loans have been made, guaranteed or secured by the council to a responsible person of the council during the reporting period (2013/14 \$Nil).

(vi) **Transactions with responsible persons**

No transactions other than remuneration payments or the reimbursement of approved expenses were entered into by Council with responsible persons, or related parties of such responsible persons during the reporting year (2013/14 \$Nil).

Note 39 Events occurring after balance date

No matters have occurred after balance date that require disclosure in the financial report.

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Certification of the Financial Statements

In my opinion the accompanying financial statements have been prepared in accordance with the *Local Government Act 1989*, the *Local Government (Planning and Reporting) Regulations 2014*, Australian Accounting Standards and other mandatory professional reporting

Leanne Mulcahy, GM Corporate
Principal Accounting Officer

Date : 28 September 2015
Cobram

In our opinion the accompanying financial statements present fairly the financial transactions of Moira Shire Council for the year ended 30 June 2015 and the financial position of the Council as at that date.

As at the date of signing, we are not aware of any circumstances which would render any particulars in the financial statements to be misleading or inaccurate.

We have been authorised by the Council and by the *Local Government (Planning and Reporting) Regulations 2014* to certify the financial statements in their final form.

Councillor Marie Martin
Mayor

Date : 28 September 2015
Cobram

Councillor Peter Mansfield
Councillor

Date : 28 September 2015
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Mark Henderson
Chief Executive Officer

Date : 28 September 2015
Cobram

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Description of Municipality

Moira Shire is located in the Hume region of Victoria and stretches across 4,045 square kilometres from Bundalong in the east to the Barmah National Park to the west. The Shire's northern boundary is defined by the Murray River and the south-west, southern and south east regions share boundaries with the municipalities of Campaspe, Greater Shepparton, Benalla, Wangaratta and Indigo. Moira is centrally located to the regional cities of Shepparton, Wangaratta and Albury-Wodonga.

Moira includes four major towns; Cobram, Nathalia, Numurkah and Yarrawonga and 17 smaller communities with a total population of 28,833 residents.

Moira's population median age is 44 years, which is higher than the state and national median of 37

years. In June 2013, there were 11,832 local jobs in Moira Shire, with 12,934 employed residents.

Food processing, principally dairy products and meat processing is the largest sector based on output in the Moira Shire. Food processing also includes significant output in oils and fats, fruit and vegetable products, wine and other food products. A total of 3,128 businesses were registered in the Shire across all industries.

Agricultural land use accounts for approximately 71% of the total land area, and is currently divided equally between irrigated and dryland production.

The Moira Shire community is serviced by local hospitals in each of the major towns along with a wide range of medical and allied health service providers.

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Sustainable Capacity Indicators

For the year ended 30 June 2015

Indicator/measure	Results 2015	Material Variations*
Population		
<i>Expenses per head of municipal population</i> [Total expenses / Municipal population]	\$1,919.43	
<i>Infrastructure per head of municipal population</i> [Value of infrastructure / Municipal population]	\$13,563.33	
<i>Population density per length of road</i> [Municipal population / Kilometres of local roads]	7.89	
Own-source revenue		
<i>Own-source revenue per head of municipal population</i> [Own-source revenue / Municipal population]	\$1,267.89	
Recurrent grants		
<i>Recurrent grants per head of municipal population</i> [Recurrent grants / Municipal population]	\$609.14	
Disadvantage		
<i>Relative Socio-Economic Disadvantage</i> [Index of Relative Socio-Economic Disadvantage by decile]	2.00	

*Council has not reported material variations as there is no base year with which to make comparisons.

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Definitions

"adjusted underlying revenue" means total income other than —

(a) non-recurrent grants used to fund capital expenditure; and

(b) non-monetary asset contributions; and

(c) contributions to fund capital expenditure from sources other than those referred to in paragraphs

(a) and (b)

"infrastructure" means non-current property, plant and equipment excluding land

"local road" means a sealed or unsealed road for which the council is the responsible road authority under the *Road Management Act 2004*

"population" means the resident population estimated by council

"own-source revenue" means adjusted underlying revenue other than revenue that is not under the control of council (including government grants)

"relative socio-economic disadvantage", in relation to a municipality, means the relative socio-economic disadvantage, expressed as a decile for the relevant financial year, of the area in which the municipality is located according to the Index of Relative Socio- Economic Disadvantage (Catalogue Number 2033.0.55.001) of SEIFA

"SEIFA" means the Socio-Economic Indexes for Areas published from time to time by the Australian Bureau of Statistics on its Internet website

"unrestricted cash" means all cash and cash equivalents other than restricted cash.

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Service Performance Indicators

For the year ended 30 June 2015

Service/Indicator/Measure	Results 2015	Material variations*
Aquatic Facilities		
Utilisation		
<i>Utilisation of aquatic facilities</i> [Number of visits to aquatic facilities / Municipal population]	2.50	Pool users are best estimate based on knowledge of users of who use dry areas of aquatic facilities.
Animal Management		
Health and safety		
<i>Animal management prosecutions</i> [Number of successful animal management prosecutions]	0.00	Nil animal management prosecutions commenced during the reporting period.
Food Safety		
Health and safety		
<i>Critical and major non-compliance outcome notifications</i> [Number of critical non-compliance outcome notifications and major non-compliance notifications about a food premises followed up / Number of critical non-compliance outcome notifications and major non-compliance notifications about a food premises] x100	100.00%	
Governance		
Satisfaction		
<i>Satisfaction with council decisions</i> [Community satisfaction rating out of 100 with how council has performed in making decisions in the interest of the community]	51.00	
Home and Community Care (HACC)		
Participation		
<i>Participation in HACC service</i> [Number of people that received a HACC service / Municipal target population for HACC services] x100	33.45%	
Participation		
<i>Participation in HACC service by CALD people</i> [Number of CALD people who receive a HACC service / Municipal target population in relation to CALD people for HACC services] x100	21.47%	

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Libraries		
Participation		
<i>Active library members</i> [Number of active library members / Municipal population] x100	18.83%	Library figure includes a third of active users of mobile and HQ library due to these facilities being used by three municipal areas
Maternal and Child Health (MCH)		
Participation		
<i>Participation in the MCH service</i> [Number of children who attend the MCH service at least once (in the year) / Number of children enrolled in the MCH service] x100	84.77%	
Participation		
<i>Participation in the MCH service by Aboriginal children</i> [Number of Aboriginal children who attend the MCH service at least once (in the year) / Number of Aboriginal children enrolled in the MCH service] x100	79.31%	
Roads		
Satisfaction		
<i>Satisfaction with sealed local roads</i> [Community satisfaction rating out of 100 with how council has performed on the condition of sealed local roads]	49.00	
Statutory Planning		
Decision making		
<i>Council planning decisions upheld at VCAT</i> [Number of VCAT decisions that did not set aside council's decision in relation to a planning application / Number of VCAT decisions in relation to planning applications] x100	100.00%	
Waste Collection		
Waste diversion		
<i>Kerbside collection waste diverted from landfill</i> [Weight of recyclables and green organics collected from kerbside bins / Weight of garbage, recyclables and green organics collected from kerbside bins] x100	47.34%	Organic waste kerbside collection service commenced December 2014.

*Council has not reported material variations as there is no base year with which to make comparisons.

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Definitions

"Aboriginal child" means a child who is an Aboriginal person

"Aboriginal person" has the same meaning as in the *Aboriginal Heritage Act 2006*

"active library member" means a member of a library who has borrowed a book from the library

"annual report" means an annual report prepared by a council under sections 131, 132 and 133 of the Act

"class 1 food premises" means food premises, within the meaning of the *Food Act 1984*, that have been declared as class 1 food premises under section 19C of that Act

"class 2 food premises" means food premises, within the meaning of the *Food Act 1984*, that have been declared as class 2 food premises under section 19C of that Act

"Community Care Common Standards" means the Community Care Common Standards for the delivery of HACC services, published from time to time by the Commonwealth

"critical non-compliance outcome notification" means a notification received by council under section 19N(3) or (4) of the *Food Act 1984*, or advice given to council by an authorized officer under that Act, of a deficiency that poses an immediate serious threat to public health

"food premises" has the same meaning as in the *Food Act 1984*

"HACC program" means the Home and Community Care program established under the Agreement entered into for the purpose of the *Home and Community Care Act 1985* of the Commonwealth

"HACC service" means home help, personal care or community respite provided under the HACC program

"local road" means a sealed or unsealed road for which the council is the responsible road authority under the *Road Management Act 2004*

"major non-compliance outcome notification" means a notification received by a council under section 19N(3) or (4) of the *Food Act 1984*, or advice given to council by an authorized officer under that Act, of a deficiency that does not pose an immediate serious threat to public health but may do so if no remedial action is taken

"MCH" means the Maternal and Child Health Service provided by a council to support the health and development of children within the municipality from birth until school age

"population" means the resident population estimated by council

"target population" has the same meaning as in the Agreement entered into for the purposes of the Home and Community Care Act 1985 of the Commonwealth

"WorkSafe reportable aquatic facility safety incident" means an incident relating to a council aquatic facility that is required to be notified to the Victorian WorkCover Authority under Part 5 of the *Occupational Health and Safety Act 2004*.

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Financial Performance Indicators

For the year ended 30 June 2015

Dimension/Indicator/Measure	2015	2016	2017	2018	Material Variations	
Efficiency						
Revenue level						
Average residential rate per residential property assessment [Residential rate revenue / Number of residential property assessments]	\$1,734.52	\$1,854.61	\$1,906.88	\$1,951.00	\$1,995.79	No material variations
Expenditure level						
Expenses per property assessment [Total expenses / Number of property assessments]	\$3,147.53	\$3,072.01	\$3,095.72	\$3,113.04	\$3,121.90	No material variations
Workforce turnover						
Resignations and terminations compared to average staff [Number of permanent staff resignations and terminations / Average number of permanent staff for the financial year] x100	12.26%	5.95%	5.79%	5.79%	5.79%	Higher turnover in 2015 is attributed to implementation of a leaner corporate structure and natural attrition.
Liquidity						
Working capital						
Current assets compared to current liabilities [Current assets / Current liabilities] x100	331.60%	190.36%	170.87%	136.71%	122.41%	2015 actuals contains 50% of Federal Assistance Grant received on 30 June 2015
Unrestricted cash						
Unrestricted cash compared to current liabilities [Unrestricted cash / Current liabilities] x100	237.26%	116.04%	96.87%	65.28%	50.79%	2015 actuals contains 50% of Federal Assistance Grant received on 30 June 2015

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Obligations						
Asset renewal						
Asset renewal compared to depreciation [(Asset renewal expense / Asset depreciation] x100	65.14%	74.69%	74.36%	82.81%	87.19%	No material variations
Loans and borrowings						
Loans and borrowings compared to rates [Interest bearing loans and borrowings / Rate revenue] x100	20.67%	16.78%	13.16%	9.72%	6.36%	No material variations
Loans and borrowings repayments compared to rates [Interest and principal repayments on interest bearing loans and borrowings / Rate revenue] x100	4.53%	4.08%	3.87%	3.69%	3.52%	No material variations
Indebtedness						
Non-current liabilities compared to own source revenue [Non-current liabilities / Own source revenue] x100	42.66%	33.90%	30.51%	27.63%	25.17%	No material variations
Operating position						
Adjusted underlying result						
Adjusted underlying surplus (or deficit) [Adjusted underlying surplus (deficit)/ Adjusted underlying revenue] x100	-0.87%	-0.70%	-2.88%	-2.48%	-1.08%	No material variations

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Stability		Rates concentration					
Rates compared to adjusted underlying revenue [Rate revenue / Adjusted underlying revenue] x100		57.05%	63.73%	66.44%	67.33%	67.75%	No material variations
Rates effort							
Rates compared to property values [Rate revenue / Capital improved value of rateable properties in the municipality] x100		0.62%	0.65%	0.67%	0.69%	0.71%	No material variations

Definitions

"Adjusted underlying revenue" means total income other than—
(a) non-recurrent grants used to fund capital expenditure; and
(b) non-monetary asset contributions; and

(c) contributions to fund capital expenditure from sources other than those referred to in paragraphs (a) and (b)
"adjusted underlying surplus (or deficit)" means adjusted underlying revenue less total expenditure

"asset renewal expenditure" means expenditure on an existing asset or on replacing an existing asset that returns the service capability of the asset to its original capability

"current assets" has the same meaning as in the AAS

"current liabilities" has the same meaning as in the AAS

"non-current assets" means all assets other than current assets

"non-current liabilities" means all liabilities other than current liabilities

"non-recurrent grant" means a grant obtained on the condition that it be expended in a specified manner and is not expected to be received again during the period covered by a council's Strategic Resource Plan

"own-source revenue" means adjusted underlying revenue other than revenue that is not under the control of council (including government grants

"population" means the resident population estimated by council

"rate revenue" means revenue from general rates, municipal charges, service rates and service charges

"recurrent grant" means a grant other than a non-recurrent grant

"residential rates" means revenue from general rates, municipal charges, service rates and service charges levied on residential properties

"restricted cash" means cash and cash equivalents, within the meaning of the AAS, that are not available for use other than for a purpose for which it is restricted, and includes cash to be used to fund capital works expenditure from the previous financial year

"unrestricted cash" means all cash and cash equivalents other than restricted cash

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PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

ATTACHMENT No [2] - Performance Statements 2014-2015

Performance Statement 2014-15
For year ended 30 June 2015

Other Information

For the year ended 30 June 2015

Basis of preparation

Council is required to prepare and include a performance statement within its annual report. The performance statement includes the results of the prescribed sustainable capacity, service performance and financial performance indicators and measures together with a description of the municipal district and an explanation of material variations in the results. This statement has been prepared to meet the requirements of the Local Government Act 1989 and Local Government (Planning and Reporting) Regulations 2014.

Where applicable the results in the performance statement have been prepared on accounting bases consistent with those reported in the Financial Statements. The other results are based on information drawn from council information systems or from third parties (e.g. Australian Bureau of Statistics).

The performance statement presents the actual results for the current year and for the prescribed financial performance indicators and measures, the results forecast by the council's strategic

resource plan. The Local Government (Planning and Reporting) Regulations 2014 requires explanation of any material variations in the results contained in the performance statement. Council has adopted materiality thresholds relevant to each indicator and measure and explanations have not been provided for variations below the materiality thresholds unless the variance is considered to be material because of its nature.

The forecast figures included in the performance statement are those adopted by council in its strategic resource plan on 22 June 2015 and which forms part of the council plan. The strategic resource plan includes estimates based on key assumptions about the future that were relevant at the time of adoption and aimed at achieving sustainability over the long term. Detailed information on the actual financial results is contained in the General Purpose Financial Statements. The strategic resource plan can be obtained by contacting Council.

FILE NO: 12345
2. COMMUNITY

ITEM NO: 9.1.1
(MANAGER GOVERNANCE AND
COMMUNICATIONS, LINDA
NIEUWENHUIZEN)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

PERFORMANCE AND FINANCIAL STATEMENTS 2014-2015 (cont'd)

ATTACHMENT No [2] - Performance Statements 2014-2015

Certification of the performance statement

In my opinion, the accompanying performance statement has been prepared in accordance with the Local Government Act 1989 and the Local Government (Planning and Reporting) Regulations 2014.

Leanne Mulcahy, GM Corporate
Principal Accounting Officer

Dated: (Date)

In our opinion, the accompanying performance statement of the Moira Shire Council for the year ended 30 June 2015 presents fairly the results of Council's performance in accordance with the Local Government Act 1989 and the Local Government (Planning and Reporting) Regulations 2014.

The performance statement contains the relevant performance indicators, measures and results in relation to service performance, financial performance and sustainable capacity.

At the date of signing, we are not aware of any circumstances that would render any particulars in the performance statement to be misleading or inaccurate.

We have been authorised by the Council and by the Local Government (Planning and Reporting) Regulations 2014 to certify this performance statement in its final form.

(Councillor 1 Name) Councillor
Dated: (Date)

(Councillor 2 Name) Councillor
Dated: (Date)

Mark Henderson
Chief Executive Officer
Dated: (Date)

FILE NO: 180.11.0002
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

FINANCIAL POSITION REPORT AS AT 31 AUGUST 2015

RECOMMENDATION

That Council receives and notes the Financial Position Report as at 31 August 2015.

1. Executive Summary

The Aug 2015 monthly finance report includes Rates and Charges totalling \$33.11 million (\$26.44 million in general rates and municipal charges, and \$6.67 million in garbage collection and recycling charges and environmental levy) which is recognised as income at the time of being levied.

The Adopted Budget 15/16 contains Operating Grant income of \$10.9 million. This budget includes \$4.85 million for the 2015/16 Financial Assistance Grant which was received in the 2014/15 financial year.

The impact of receipt of the Financial Assistance Grant in 2014/15 will mean the Adopted Budget surplus of \$1.85 million will now be an estimated deficit of \$3 million. This change will be reflected at the September 2015 Quarterly Budget Review.

For the month of August a total of \$0.24 million of receipts were collected for prior year's rate debtors. Payments of outstanding rates are being actively managed and any rate payers who are experiencing difficulty are encouraged to contact Council officers to discuss options.

Sundry debtors are within acceptable levels with 2.7% of sundry debtors in excess of 30 days and are under active management. This represents a figure of \$7,541 out of the total of \$284,920.

Cash and Cash Equivalents balance as at 31 August 2015 is \$23.11 million which includes the 50% (\$4.85 million) of the 2015/16 Financial Assistance Grant received in advance.

Council's financial position as at 31 August 2015 continues to be satisfactory.

FILE NO: 180.11.0002
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
ACCOUNTANT, RAMKI SUBRAMANIAM)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

FINANCIAL POSITION REPORT AS AT 31 AUGUST 2015 (cont'd)

Moira Shire Council			
Funding Analysis Summary - August 2015			
Operating Income Statement	Ref	Budget 15/16	Actuals 15/16 YTD
Income			
Operating Grant		(10,932,084)	(1,450,039)
Operating Contributions		(86,962)	(1,825)
Reimbursements		(62,859)	(9,563)
Statutory Fees & Fines		(831,920)	(153,277)
User Charges		(2,731,290)	(321,718)
Other Revenues (incl. Waste Charges & Environmental Levy)		(7,035,256)	(6,716,146)
Interest Income		(350,000)	(2,462)
Net Proceeds - Land for resale		(42,000)	-
Total Income		(22,072,371)	(8,655,030)
Expenditure			
Employee Costs		19,699,169	2,440,121
Contractors		6,345,181	488,514
Materials & Services		11,002,863	1,425,948
Utilities		967,359	178,549
Other Expenses		4,458,926	868,577
Interest on Borrowings		464,541	74,741
Bad & Doubtful Debts		5,000	-
WDV of Disposal of Assets		60,000	-
Total Expenditure		43,003,039	5,476,450
Net Operational (Inflow) / Outflow		20,930,668	(3,178,580)
Net Operational (Inflow) / Outflow		20,930,668	(3,178,580)
Funding available through			
Rates and charges		26,863,347	26,444,830
Rate funds available for Capital Projects	A	5,932,679	29,623,410
Capital Expenditure		11,571,406	452,420
Capital External funding		(5,313,117)	(219,349)
Net Council Funding of Capital Projects	B	6,258,289	233,071
Surplus of Rate Funds after funding Capital Projects	A - B	(325,610)	29,390,339
Equity Inflow / (Outflow)		(829,560)	(829,560)
Net Rate Funds Surplus / (Shortfall)		(1,155,170)	28,560,779

FILE NO: 180.11.0002
3. OUR COMMUNICATIONS AND
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ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
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(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

FINANCIAL POSITION REPORT AS AT 31 AUGUST 2015 (cont'd)

Reconciliation with Income Statement	Budget 15/16	Actuals YTD 15/16
Net Rate Funds Surplus / (Shortfall)	(1,155,170)	28,560,779
Eliminate Balance Sheet items		
Repayment of Loans	829,560	829,560
Fund from Equity reserves for Capital carryover	-	-
Capital Expenditure Capitalised as Assets	11,571,406	452,420
Accounting for Non-cash items		
Depreciation Expense and amortisation	(8,886,214)	(1,481,036)
Share Profit/Loss Associated Entity	(20,000)	-
Landfill - Interest Unwinding Discount	(491,346)	-
WDV of Infrastructure Replaced	(200,000)	-
Contributions - Non-Monetary Assets	200,000	-
Income Statement Surplus / (Deficit)	1,848,236	28,361,723

Rates & Other Debtors Report - August 2015

General Rates & Charges	Aug-14	Aug-15	Year on Year Variance
Rate Debtors Outstanding previous month plus supplementaries	31,954,619	34,768,589	2,813,970
Collection for month	2,026,786	2,246,719	219,933
Rate Debtors Outstanding as at end of month	29,927,833	32,521,870	2,594,037
No. of Rateable Assessments	17,445	17,673	228
Rateable Valuation C.I.V	4,969,670,600	5,052,394,100	82,723,500
Special Scheme Debtors	Jul-15	Aug-15	Monthly Variance
Balance Outstanding	21,763	21,903	(140)
Sundry Debtors	Jul-15	Aug-15	Monthly Variance
Current	189,434	166,472	22,962
30 Days	82,009	110,907	(28,898)
60 Days	3,293	1,855	1,438
90 Days	8,582	-	8,582
> 90 Days	5,886	5,686	200
Total	289,204	284,920	4,284
Infringements	Jul-15	Aug-15	Monthly Variance
Balance Outstanding	153,954	150,409	3,545

FILE NO: 180.11.0002
3. OUR COMMUNICATIONS AND
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ITEM NO: 9.1.2
(TEAM LEADER - FINANCIAL
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(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

FINANCIAL POSITION REPORT AS AT 31 AUGUST 2015 (cont'd)

Quarterly Cash Position - Projection as at 30 September 2015	
	\$
Cash and Cash equivalents as per Balance Sheet - 31 August 2015	23,111,320
Confirmed inflow/(outflow) recorded in the books of accounts as of date	
Creditors - invoices registered in the system	(1,331,005)
Payroll	(1,950,000)
Fire Services levy - due to SRO [net of Creditors & Debtors]	(398,051)
Loan installment due for the quarter	(72,514)
Estimated future (outflows) and inflows up to 30 September 2015	
Creditors - estimated quarterly payout	(2,500,000)
Rates	7,245,613
Capital Grants	-
Operating Grants	165,843
Projected Cash Balance as at 30 June 2015	24,271,206
Following restrictions imposed on Cash and cash equivalents by regulations or other externally imposed restrictions or by commitments made by Council	
Restricted reserves - Open Space, Car Parking & Net Gain Native	
Vegetation reserves	(1,337,837)
Long Service leave	
Current	(2,007,902)
Non-current	(344,524)
Trust Funds and Deposits	(657,804)
Unexpended Grants [estimated for the year end]	(500,000)
Projected Unrestricted Cash Balance as at 30 Sep 2015	19,423,139

2. Financial Implications

There are no financial implications outside of the normal quarterly review.

3. Risk Management

Regular monthly financial reporting; increases confidence that the internal controls which ensure accuracy are working effectively.

4. Internal and External Consultation

The following members of staff were consulted:

- General Manager – Corporate;
- Acting Finance Manager;
- Finance Analysts;

FILE NO: 180.11.0002
3. OUR COMMUNICATIONS AND
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(TEAM LEADER - FINANCIAL
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(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

FINANCIAL POSITION REPORT AS AT 31 AUGUST 2015 (cont'd)

- Team Leader, Revenue & Property Services;
- Business Support Officer, Safety Amenity & Environment

Council's Financial Position Report is provided on a monthly basis for public viewing in accordance with Council's open and transparent governance policy.

5. Regional Context

There are no regional context issues to consider within this report.

6. Council Plan Strategy

The report assists Council to deliver on its organisation plan strategy by ensuring sound financial management practices.

7. Legislative / Policy Implications

The report complies with:

- the Local Government Act s136;
- Council's Budget and Financial Reporting Policy; and
- Council's 2013-2017 Council Plan strategic objective (Delivering sound financial management) and Strategic Resource Plan

8. Environmental Impact

There are no environmental impacts associated with this report.

9. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

10. Conclusion

Council's financial position as at 31 August 2015 is satisfactory, but it must continue to be managed prudently, particularly in the areas of capital income, capital expenditure and operational growth, for this situation to be maintained.

Attachments

Nil

FILE NO: 100.01.0001
6. GOVERNANCE

ITEM NO: 9.1.3
(MANAGER GOVERNANCE AND
COMMUNICATIONS, LINDA
NIEUWENHUIZEN)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

QUARTERLY REVIEW COUNCIL PLAN

RECOMMENDATION

That Council note the progress against the Council Plan 2013-2017.

1. Executive Summary

This report contains details and progress of the Strategic Indicators (KPIs) contained within the adopted 2013-17 Council Plan. At the 30 June reporting date the majority of actions are either on target or complete with a small number deferred to 2015/16.

2. Background and Options

This report confirms progress against strategies detailed in the Council Plan 2013-17 that was adopted in June 2014.

3. Financial Implications

Funding for Council Plan initiatives is adopted within the Annual Budget process and reviewed during the year through the ongoing budget review process.

4. Risk Management

This report assists Council's identification and monitoring of risk.

5. Internal and External Consultation

Council Officers participated in the preparation of this report.

6. Regional Context

There are no regional context considerations associated with this report.

7. Council Plan Strategy

This report provides progress update on all Council Plan Strategies

8. Legislative / Policy Implications

This report fulfills Council's obligations under the Local Government Act 1989.

9. Environmental Impact

Nil

10. Conflict of Interest Considerations

Nil

11. Conclusion

This report concludes reporting against the Council Plan adopted in 2014. Council adopted an updated 2013-17 Council Plan in June 2015 and future progress reports will reflect progress against the revised indicators.

**FILE NO: 100.01.0001
6. GOVERNANCE**

**ITEM NO: 9.1.3
(MANAGER GOVERNANCE AND
COMMUNICATIONS, LINDA
NIEUWENHUIZEN)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)**

QUARTERLY REVIEW COUNCIL PLAN (cont'd)

Attachments

- 1 2013-17 Council Plan - quarter 4 progress report

FILE NO: 100.01.0001
6. GOVERNANCE

ITEM NO: 9.1.3
(MANAGER GOVERNANCE AND
COMMUNICATIONS, LINDA
NIEUWENHUIZEN)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

QUARTERLY REVIEW COUNCIL PLAN (cont'd)

ATTACHMENT No [1] - 2013-17 Council Plan - quarter 4 progress report

2013-2017 Council Plan – Quarter 4 Progress Report – 30 June 2015

2.6.1 Deliver Community Assistance and Small Grants Program	*Deliver 3 Grant Rounds per annum *Receive at least 60 grant applications *Assist successful groups with delivering projects * 100% project completion/ delivery	Low	Complete		Community Development
2.6.2 In partnership with the community and contracts proactively manage Councils community facilities	*Increase the patronage of Council owned aquatic facilities to over 65,000 per year and work with contractor to improve attendance figures *Record 100% of statistics usage of Councils community facilities managed under the Recreation Facilities contract	Medium	Complete		Community Development
2.6.3 Monthly audit scores of Parks measuring the quality, appearance and maintenance performance of public open space areas	Number of complaints received 20< per annum	Low	On Target		Operations
Strategy: 2.7 Recognise and enhance Moira's diverse cultural and indigenous heritage through events and programs supporting the arts, traditions and history					
Performance Measures	Target	Risk	Status	Comments	Department
2.7.1 Multicultural Action Plan is reported to Council in a timely manner	Complete at least two priorities identified in the Multicultural Action Plan annually	Low	Complete		Community Development
2.7.2 Maintain the sustainable relationship with the local indigenous committee through the development and support of social inclusion projects	Continue to develop linkages with the local indigenous people *Assist in the development of Yenbena into viable educational and cultural hub for Barmah	Low	Complete		Community Development
2.7.3 Develop Moira Shire Arts and Culture Board	Support & manage Moira Arts and Culture Inc. to deliver and achieve its constituted goals, strategies and activities and to fulfil all reporting requirements of the Moira Arts and Culture Inc. Service Agreement with Moira Shire	Low	Ongoing		Community Development

FILE NO: 100.01.0001
6. GOVERNANCE

ITEM NO: 9.1.3
(MANAGER GOVERNANCE AND
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(GENERAL MANAGER - CORPORATE,
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QUARTERLY REVIEW COUNCIL PLAN (cont'd)

ATTACHMENT No [1] - 2013-17 Council Plan - quarter 4 progress report

2013-2017 Council Plan – Quarter 4 Progress Report – 30 June 2015

2.7.4 Develop a 3 year Arts and Culture Strategic Plan to steer Arts and Culture development and programs across Moira.	* Develop a 3 year Arts and Cultural Strategic Action Plan. 2. Implement strategies and activities identified in the Arts and Cultural Strategic Action Plan including the listed performance measures	Low	Ongoing	Development of Arts and Culture Strategic Plan has is scheduled for 2015/2016.	Community Development
Strategy : 2.8 Emergency Management					
Performance Measures	Target	Risk	Status	Comments	Department
2.8.1 The Municipal Emergency Management Plan be implemented and reported to Council in a timely manner	100% compliance with Emergency Management Victoria requirements	Medium	On Target		Safety, Amenity & Environment
Strategy: 2.9 Protect the Safety and Amenity for the Community					
Performance Measures	Target	Risk	Status	Comments	Department
2.9.1 The Domestic Animal Management Plan be implemented and reported to Council in a timely manner	Domestic Animal Management Plan 100% compliant with the Victorian Government requirements	Medium	On Target		Safety, Amenity & Environment
2.9.2 Respond to complaints received regarding to Moira Shire Local Laws	100% responses processed	Medium	On Target		Safety, Amenity & Environment
Strategy: 2.10: Maintain and promote the environmental health of communities					
Performance Measures	Target	Risk	Status	Comments	Department
2.10.1 Attend and undertake inspections at market and Agricultural Show venues within the Shire	100% venues inspected	Medium	On Target		Safety, Amenity & Environment
2.10.2 Respond to nuisance complaints and report to Council annually the nature and frequency of nuisance complaints	100% applications processed	Medium	On Target		Safety, Amenity & Environment
2.10.3 Process all applications for septic tank installations	100% applications processed	High	On Target		Safety, Amenity & Environment
2.10.4 Assessment of Council Buildings to establish asset renewal program	2 Assessments per year	Medium	Complete		Safety, Amenity & Environment

Strategic Goal 3. DEVELOPMENT (LIVEABILITY)

Strategy: 3.1 Maintain and enhance land use planning and building decision making processes by determining applications within statutory time frames.

FILE NO: 100.01.0001
6. GOVERNANCE

ITEM NO: 9.1.3
(MANAGER GOVERNANCE AND
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QUARTERLY REVIEW COUNCIL PLAN (cont'd)

ATTACHMENT No [1] - 2013-17 Council Plan - quarter 4 progress report

2013-2017 Council Plan – Quarter 4 Progress Report – 30 June 2015

Performance Measures	Target	Risk	Status	Comments	Department
3.1.1 Percentage of building permits determined within 10 days	100%	Medium	Below Target	Building applications have increased compared to same time last year and is primary reason for delays in the timely completion.	Planning and Building
3.1.2 Number of planning applications received	Maintain 2013/14 numbers	Low	Above Target		Planning and Building
3.1.3 Number of planning applications decided	Maintain 2013/14 numbers	Low	Above Target		Planning and Building
3.1.4 Percentage of planning applications decided by Council year to date	Maintain previous years statistics	Low	Above Target		Planning and Building
3.1.5 Percentage of planning application decided by Officers under delegation year to date	Maintain previous years statistics	Low	Above Target		Planning and Building
3.1.6 Percentage of planning applications processed within 60 days statutory timeframes	70%	Medium	Below Target	64.51% of applications are decided within 60 days timeframe.	Planning and Building
Strategy 3.2 Maintain Community Satisfaction by engaging, facilitating and involving the Community in sound development planning and building principles.					
Performance Measures	Target	Risk	Status	Comments	Department
3.2.1 Number decisions appealed to VCAT	Maintain 2012/13 numbers	Medium	On Target		Planning and Building
3.2.2 Percentage of appeals determined by VCAT in favour of Council	70%	Low	On Target		Planning and Building
3.2.3 Performance of Building and Planning as measured by the annual Community Satisfaction Survey	55%	Medium	On Target		Planning and Building
Strategy: 3.3 Community Inclusion					
Performance Measures	Target	Risk	Status	Comments	Department
3.3.1 Value of recurrent grants provided to the Moira Shire	\$5,000,000	Medium	On Target		Community Development
Strategy 3.4: That Council establish a new Management Strategy in support of local Tourism					
Performance Measures	Target	Risk	Status	Comments	Department
3.4.1 Establish a Moira Shire Tourism Board to support Tourism in the Municipality	Establish of the Board in 2014/15	Medium	Complete		Business and Innovation
3.4.2 Develop a three year (2013 to 2016) Destination Management Plan in consultation with Moira Shire Council and the community	Destination management plan	Medium	On Target		Business and Innovation

FILE NO: 100.01.0001
6. GOVERNANCE

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(MANAGER GOVERNANCE AND
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QUARTERLY REVIEW COUNCIL PLAN (cont'd)

ATTACHMENT No [1] - 2013-17 Council Plan - quarter 4 progress report

2013-2017 Council Plan – Quarter 4 Progress Report – 30 June 2015

3.4.3 Conduct familiarisation program for tourism staff and tourism ambassadors (volunteers)	Familiarisation tours are undertaken at least 4 times a year. Staff must participate at least twice. Volunteers participate at least once.	Low	Complete		Business and Innovation
Strategy 3.5: That Council supports accredited visitor Services in Yarrowonga, Cobram, Numurkah and Nathalia					
Performance Measures	Target	Risk	Status	Comments	Department
3.5.1 Visitor attendance numbers at information Centres; Yarrowonga, Cobram, Numurkah, Nathalia	Yarrowonga- 2013: 85,000 2014: 90,000	Low	On Target		Business and Innovation
	Cobram- 2013: 72,000 2014: 78,000				
	Numurkah- 2013: 6,000 2014: 6,600				
	Nathalia- 2013: 10,000 2014: 13,000				
3.5.2 Support Local Tourism Associations and individual businesses in the promotion and marketing of the region	3 major campaigns per annum	Medium	Complete		Business and Innovation
3.5.3 Service standards in the Visitor information centres through mystery shopper audits	84%	Low	Complete		Business and Innovation
Strategy 3.6 :Library Services					
Performance Measures	Target	Risk	Status	Comments	Department
3.6.1 Increase of residents visiting the library services	* 30% * 70,000 visits * 100,000 website visits	Low	Complete		Community Development
Strategy 3.7: Support and Promote participation in Council's training and development initiatives for local businesses by delivering a comprehensive training program					
Performance Measures	Target	Risk	Status	Comments	Department
3.7.1 Number of participants in Council's training activities	400	Low	Complete		Business and Innovation
3.7.2 Percentage of users/businesses satisfied with training and support initiatives for local businesses	80%	Low	On Target		Business and Innovation
Strategy 3.8 : Investment Attraction					
Performance Measures	Target	Risk	Status	Comments	Department
3.8.1 Level of support to businesses investing/considering investment in Moira Shire	50 Investors	Medium	Complete		Business and Innovation

FILE NO: 100.01.0001
6. GOVERNANCE

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(GENERAL MANAGER - CORPORATE,
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QUARTERLY REVIEW COUNCIL PLAN (cont'd)

ATTACHMENT No [1] - 2013-17 Council Plan - quarter 4 progress report

2013-2017 Council Plan – Quarter 4 Progress Report – 30 June 2015

Strategy 3.9: Business Roundtables with businesses and Councillors					
Performance Measures	Target	Risk	Status	Comments	Department
3.9.1 Conduct roundtables in key towns for 2013/14	Four round tables	Low	Below Target		Business and Innovation
Strategy 3.10: Strategic Alliances					
Performance Measures	Target	Risk	Status	Comments	Department
3.10.1 Develop strategic alliances with key government and business agencies and organisations	* 6 Government * 10 business	Low	Complete		Business and Innovation
Strategy 3.11: Commercial Development					
Performance Measures	Target	Risk	Status	Comments	Department
3.11.1 Assess the potential for commercial development of Council controlled assets	6 Assessments	Medium	Below Target		Business and Innovation
Strategy 3.12: Upkeep of Council Assets					
Performance Measures	Target	Risk	Status	Comments	Department
3.12.1 Percentage of graffiti removed from Council owned assets within 48 hours of notification	95%	Medium	Below Target	Two requests for graffiti removal received in Q4, a total of 20 requests in 2014/15. Six requests were attended to and closed outside the 48 hour timeframe. All other requests were attended to within the required timeframes.	Operations
3.12.2 Audit of Section 86 managed Council Buildings to establish asset maintenance and renewal plans	4 Audits per year	Medium	Complete		Community Development

FILE NO: 100.01.0001
6. GOVERNANCE

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QUARTERLY REVIEW COUNCIL PLAN (cont'd)

ATTACHMENT No [1] - 2013-17 Council Plan - quarter 4 progress report

2013-2017 Council Plan – Quarter 4 Progress Report – 30 June 2015

Strategic Goal 4. ORGANISATION					
Strategy 4.1 INFORMATION SERVICES Efficiency and service delivery to support business processes and information sharing reduced costs and increase service effectiveness					
Performance Measures	Target	Risk	Status	Comments	Department
4.1.1 100% completion of IT Strategy	100% completion of IT strategy in 2014/15 reporting year	Medium	Complete		Information Technology
Strategy 4.1 INFORMATION SERVICES Efficiency and service delivery to support business processes and information sharing reduced costs and increase service effectiveness					
Performance Measures	Target	Risk	Status	Comments	Department
4.1.2 Improve integration between finance and assets systems through a fully integrated IT platform (Authority).	Rollout of Authority Assets to production	High	Complete		Information Technology
4.1.3 Develop and implement online and mobile computing technologies and services	Create 1 new online/ mobile initiative	Low	Complete		Information Technology
4.1.4 Upgrade the human resources and payroll technology to improve functionality	100% implementation of payroll, HR modules and kiosk	Medium	Complete		Information Technology
Strategy 4.2 Ensure Council's workforce is skilled, responsive, has high job satisfaction and is capable of providing quality customer orientated services and programs to Moira's communities and ratepayers.					
Performance Measures	Target	Risk	Status	Comments	Department
4.2.1 Develop practical policies and procedures and staff training program reflecting legislative, regulative and staff requirements	As required	Medium	On Target		Human Resources
4.2.2 Develop an Organisational Development Strategy to ensure the sustainability of the organisation	100% development and implementation of Strategy and training program	Medium	On Target		Human Resources
4.2.3 Develop and implement integrated Performance Management System	100% development and implementation of system	Medium	Deferred	System to be evaluated after first year or LGPRF reporting	Communications & Governance
4.2.4 Develop and deliver Stage 2 of Organisation Review	100% complete	Low	Complete		Human Resources
4.2.5 Staff Performance reviews completed	100% complete	Low	Complete		Human Resources
4.2.6 Cap Staffing at 195 EFT	195 EFT	Medium	On Target		Human Resources

FILE NO: 100.01.0001
6. GOVERNANCE

ITEM NO: 9.1.3
(MANAGER GOVERNANCE AND
COMMUNICATIONS, LINDA
NIEUWENHUIZEN)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

QUARTERLY REVIEW COUNCIL PLAN (cont'd)

ATTACHMENT No [1] - 2013-17 Council Plan - quarter 4 progress report

2013-2017 Council Plan – Quarter 4 Progress Report – 30 June 2015

Strategy 4.3 Ensure a safe workplace for all employees by embedding new Occupational Health and Safety (OHS) policies and procedures, OHS training and development programs					
Performance Measures	Target	Risk	Status	Comments	Department
4.3.1 Number of workplace/site OHS inspections undertaken	5 per year	Medium	Above Target		Human Resources
4.3.2 WorkCover Indicative Performance Rate	<1.0	Medium	On Target		Human Resources
4.3.3 WorkSafe Insurance Premium Rate	<1.8	Medium	On Target		Human Resources
4.3.4 Lost Time Injury Frequency Rate	100%	Medium	Above Target		Human Resources
Strategy 4.4 Ensure Council plans and resources, records and budget systems are maintained and managed sustainably					
Performance Measures	Target	Risk	Status	Comments	Department
4.4.1 Prepare the Annual Budget and Strategic Resource Plan in line with statutory requirements and within a financial sustainability framework for consideration by Council by 30 June 2015	100%	High	Complete		Finance
4.4.2 Reduce debt by 25% to \$6m	\$6m by 2017	Medium	On Target		Finance
4.4.3 Constrain operational cost increases to 2% (excl CPI)	<2% (excl CPI)	Medium	On Target		Finance
Strategy 4.5 Provide customer-focused financial management processes, budget systems and valuation practices in accordance with professional standards and legislative requirements					
Performance Measures	Target	Risk	Status	Comments	Department
4.5.1 Attain VAGO financial ratios as part of annual budget process	100%	High	On Target		Finance
4.5.2 Complete the Annual Financial Statements for the year ended 30 June 2014 with full audit clearance by the legislated time frame	100%	High	Complete		Finance
4.5.3 Councils Working Capital Ratio	>1.0	High	On Target		Finance
Strategy 4.6 Rates Revenue Generation					
Performance Measures	Target	Risk	Status	Comments	Department
4.6.1 \$M collected	\$31.541M	High	On Target		Finance
4.6.2 Rating strategy to be delivered as per legislative requirements	Development and Delivery of 1 Rating Strategy	Medium	Deferred to 2015/16		Finance

FILE NO: 100.01.0001
6. GOVERNANCE

ITEM NO: 9.1.3
(MANAGER GOVERNANCE AND
COMMUNICATIONS, LINDA
NIEUWENHUIZEN)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

QUARTERLY REVIEW COUNCIL PLAN (cont'd)

ATTACHMENT No [1] - 2013-17 Council Plan - quarter 4 progress report

2013-2017 Council Plan – Quarter 4 Progress Report – 30 June 2015

Strategy 4.7 Improve Council information, accessibility through effective use of communication and media and ensure services are continuing to meet community expectations and demonstrating a culture of engagement					
Performance Measures	Target	Risk	Status	Comments	Department
4.7.1 DPCD Customer Service Survey/ Moira Internal Survey	75%	Low	Complete		Communication & Engagement
4.7.2 Deliver effective, timely communication of Council services, activities and scope future needs and methods through Communication Strategy	Communications and Engagement Strategy delivered	Medium	Deferred	Review of Council's communication and engagement strategy scheduled for 2015/16	Communication & Engagement
Strategy 4.8 Provide snapshots of community views on emerging issues by establishing a community 'pulse' email panel of 1,000 - 2,000 people with an interest in Moira					
Performance Measures	Target	Risk	Status	Comments	Department
4.8.1 Number of members on the community 'pulse' email panel	>1,000	Low	Deferred	Initiative is already met through Customer Satisfaction Survey and will be addressed through alternative engagement processes	Communication & Engagement
Strategy 4.9 Encourage higher levels of engagement in Council's activities through enhanced targeted communication via social media					
Performance Measures	Target	Risk	Status	Comments	Department
4.9.1 Website quality and accessibility assessed through independent user survey	70%	Low	On Target		Communication & Engagement
4.9.2 Develop and implement integrated Communications Strategy focusing on electronic communications, publications	1 strategy 100% completed	Low	deferred	Council's communications strategy is scheduled for review in 2015/16	Communication & Engagement
Strategy 4.10 CUSTOMER SERVICES Ensure excellent customer service by reducing the waiting time for ratepayers and other community members to councils customer centres and services.					
Performance Measures	Target	Risk	Status	Comments	Department
4.10.1 Percentage of customer service enquiries resolved on first call	85%	Medium	On Target		Communication & Engagement
4.10.2 Percentage satisfaction of after- hours callers with the quality of information and service received	70%	Low	On Target		Communication & Engagement
4.10.3 Customer service responsiveness assessed through external and internal user surveys	90%	Medium	On Target		Communication & Engagement

FILE NO: 100.01.0001
6. GOVERNANCE

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(GENERAL MANAGER - CORPORATE,
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QUARTERLY REVIEW COUNCIL PLAN (cont'd)

ATTACHMENT No [1] - 2013-17 Council Plan - quarter 4 progress report

2013-2017 Council Plan – Quarter 4 Progress Report – 30 June 2015

Strategic Goal 5. INFRASTRUCTURE					
Strategy 5.1: Deliver the annual Capital Works program including roads, drainage, buildings, open places and footpaths					
Performance Measures	Target	Risk	Status	Comments	Department
5.1.1 Percentage of completed capital works projects completed based on the adopted capital works budget	95%	Medium	On Target		Infrastructure and Assets
5.1.2 Civic Mutual Plus (Overall score) compliance with Road Management Plan	80%	Medium	Not Yet Started	Next biannual audit was due in February 2015 but has been scheduled for 9 th July 2015. Note that the Last Audit result for February 2013 was 95% compliance	Infrastructure and Assets
Strategy 5.2 Manage and maintain Council Assets in accordance with Council's Asset Management Plan and Municipal Association of Victoria Step Program					
Performance Measures	Target	Risk	Status	Comments	Department
5.2.1 Percentage of Council assets at or below the intervention level in accordance with the Municipal Association of Victoria Step Program	70%	Medium	On Target		Infrastructure and Assets
5.2.2 The budget spent on renewal as a percentage of the asset renewal gap as identified by the Municipal Association of Victoria Step Program.	65%	Medium	Not Yet Started		Infrastructure and assets
5.2.3 The length of gravel roads re-sheeted as percentage of the total unsealed road network	Re-sheet 5% of the unsealed road network	Low	Complete		Operations
5.2.4 The percentage of sealed roads resealed	Re-seal 6% of roads	Low	Complete		Operations
5.2.5 The percentage of sealed roads reconstructed	Reconstruct 0.5% of the sealed road network	Low	Complete		Operations
5.2.6 Community satisfaction with local roads, streets and footpaths	65%	Medium	Below Target	In 2015 the condition of local streets and footpaths performance index scores was 51	Operations
Strategy 5.3 Management of Council buildings and recreation facilities and open space.					
Performance Measures	Target	Risk	Status	Comments	Department
5.3.1 The Civic Mutual annual score for management of recreational sporting reserves	<50	Low	On Target		Community Development
5.3.2 The percentage of customer requests relating to playgrounds and public open space actioned within 30 days	80%	Low	Complete		Operations

**FILE NO: 100.01.0001
6. GOVERNANCE**

**ITEM NO: 9.1.3
(MANAGER GOVERNANCE AND
COMMUNICATIONS, LINDA
NIEUWENHUIZEN)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)**

QUARTERLY REVIEW COUNCIL PLAN (cont'd)

ATTACHMENT No [1] - 2013-17 Council Plan - quarter 4 progress report

2013-2017 Council Plan – Quarter 4 Progress Report – 30 June 2015

5.3.3 Complete 2 Township liveability projects (focusing on asset, rationalisation, consolidation and renewal)	2	Medium	On Target	Discussions continue with the Tungamah community and user groups.	Community Development
5.3.4 Facilitate monthly contract meetings with contractor to ensure any issues or areas of concern are discussed and addressed	Number of complaints <20	Low	On Target		Community Development

FILE NO: 100.01.0001
6. GOVERNANCE

ITEM NO: 9.1.3
(MANAGER GOVERNANCE AND
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(GENERAL MANAGER - CORPORATE,
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QUARTERLY REVIEW COUNCIL PLAN (cont'd)

ATTACHMENT No [1] - 2013-17 Council Plan - quarter 4 progress report

2013-2017 Council Plan – Quarter 4 Progress Report – 30 June 2015

Strategic Goal 6. GOVERNANCE					
Strategy 6.1: Ensure responsible resource management and adherence to good Communications and Communications & Governance practices as prescribed by internal and external audit requirements					
Performance Measures	Target	Risk	Status	Comments	Department
6.1.1 Percentage completion for annual internal Audit plan	100%	Medium	On Target		Property Risk & Compliance
6.1.2 Percentage completion of all scheduled external audits	100%	High	Complete		Finance
Strategy 6.2: Enhance Councils management of electronic records in line with Public Records Office requirements					
Performance Measures	Target	Risk	Status	Comments	Department
6.2.1 Percentage of electronic management systems actions completed within service charter timeframes	95%	Low	On Target		Communications & Governance
6.2.2 Instruments of Delegation to Council staff renewed biannually and updated upon receipt of legal advice	100%	High	Complete		Communications & Governance
Strategy 6.3: Ensure that Council complies with Freedom of Information (FOI) requests					
Performance Measures	Target	Risk	Status	Comments	Department
6.3.1 Percentage of Freedom of Information Requests responded to within prescribed timeframes	100%	Medium	On Target		Communications & Governance
Strategy 6.4: Ensure strategic and operational risks are managed to protect Council and the community					
Performance Measures	Target	Risk	Status	Comments	Department
6.4.1 Completion and monitoring of Council's Risk Management Framework	100%	High	On Target		Property, Risk & Compliance
6.4.2 Quarterly updating of Councils Risk Management Register presented to the Audit Committee/ Council	Quarterly (4) per annum	High	On Target		Property, Risk & Compliance
Strategy 6.5: Prepare Council's Annual Report and submit to the Minister for Local Government					
Performance Measures	Target	Risk	Status	Comments	Department
6.5.1 Annual Report presented to Council in September 2014 Ordinary Meeting	1 Report to Council by 30 September 2014	High	Complete		Communications & Governance
6.5.2 Annual Report to Minister for Local Government by 30 September 2014	1 Annual Report completed & delivered by 30 September 2014	High	Complete		Communications & Governance

FILE NO: 1
6. GOVERNANCE

ITEM NO: 9.1.4
(EXECUTIVE ASSISTANT - OFFICE OF
CEO, JULIE GERARD)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

GOULBURN VALLEY LIBRARY - SUPPLEMENTARY AGREEMENT

RECOMMENDATION

That:

Council resolve to endorse the following amendments to the Goulburn Valley Regional Library Corporation Supplemental Agreement; Greater Shepparton City Council, Moira Shire Council and Strathbogie Shire Council:

1. Delete Clause 3.1 of the current Agreement which states:

The board of the Regional Library shall consist of the following members:

- (a) One Councillor appointed by each Council
- (b) One other person appointed by each Council who may be a Councillor, member of Council staff or community representative.

2. Replace Clause 3.1 of the current Agreement with:

The Board of the Regional Library shall consist of up to nine members, comprising:

- (a) One Councillor appointed by each Council: and
- (b) One other person appointed by each Council who must be a Senior Officer within the meaning of the Local Government Act; and
- (c) One other person appointed by each Council as a community representative meeting the skills criteria determined by the Board from time to time.

3. Authorise the Chief Executive Officer to sign and seal the amended Goulburn Valley Regional Library Corporation Supplemental Agreement; Greater Shepparton City Council, Moira Shire Council and Strathbogie Shire Council.

1. Executive Summary

The Board of the Goulburn Valley Regional Library Corporation has completed a review of the Library Agreement in accordance with Clause 15 of the Agreement.

The review has found that the current Board structure of nine members being made up of three representatives nominated by each member Council (Greater Shepparton, Moira and Strathbogie) is not reflected in the current Agreement. As such, it is identified the Agreement requires an update to Clause 15 to reflect current practice.

Pending each Member Council's endorsement, a recommendation for the amendment to the Agreement is then submitted to the Minister for Local Government for approval by notice published in the Victoria Government Gazette.

FILE NO: 1
6. GOVERNANCE

ITEM NO: 9.1.4
(EXECUTIVE ASSISTANT - OFFICE OF
CEO, JULIE GERARD)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

GOULBURN VALLEY LIBRARY - SUPPLEMENTARY AGREEMENT (cont'd)

2. Background and Options

On 15 September 2009, Greater Shepparton City Council and Moira and Strathbogie Shire Councils entered into an Agreement to form the Goulburn Valley Regional Library Corporation.

Clause 16 of the Agreement requires that the member Councils and the Board of the Goulburn Valley Regional Library Corporation review the operation of the Agreement at least once every five years.

The Board of the Goulburn Valley Regional Library Corporation has completed a review of the Library Agreement in accordance with Clause 15 of the Agreement.

The review has found that the current Board structure of nine members being made up of three representatives nominated by each member Council is not reflected in the current Agreement.

Clause 3.1 of the current Agreement states:

The board of the Regional Library shall consist of the following members:

- (a) One Councillor appointed by each Council'
- (b) One other person appointed by each Council who may be a Councillor, member of Council staff or community representative.

To ensure that the Agreement reflects the current situation the following amendment is proposed:

Delete clause 3.1 of the Agreement and substitute:

The Board of the Regional Library shall consist of up to nine members, comprising:

- (a) One Councillor appointed by each Council: and
- (b) One other person appointed by each Council who must be a Senior Officer within the meaning of the Local Government Act; and
- (c) One other person appointed by each Council as a community representative meeting the skills criteria determined by the Board from time to time.

3. Financial Implications

Nil

4. Risk Management

Low risk as the recommended Amendment reflects existing practice.

5. Internal and External Consultation

Consultation has taken place with the Goulburn Valley Regional Library Corporation and representatives from the Greater Shepparton City Council and the Shire of Strathbogie.

FILE NO: 1
6. GOVERNANCE

ITEM NO: 9.1.4
(EXECUTIVE ASSISTANT - OFFICE OF
CEO, JULIE GERARD)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

GOULBURN VALLEY LIBRARY - SUPPLEMENTARY AGREEMENT (cont'd)

6. Regional Context

The Goulburn Valley Regional Library Corporation operates across the municipalities of Moira, Greater Shepparton and Strathbogie.

7. Council Plan Strategy

This report supports the Council Plan strategic goal of Improving Moira's Liveability by ensuring appropriate support to cultural and arts opportunities offered within the Shire.

8. Legislative / Policy Implications

Council consideration of this matter is required as per the Goulburn Valley Regional Library Corporation – Supplemental Agreement.

9. Environmental Impact

There are no direct environmental impacts associated with this report.

10. Conflict of Interest Considerations

There are no officer conflicts of interest with respect to this report.

11. Conclusion

In order to make the amendment to the current Agreement it is necessary for each member Council to agree to the amendment in writing and the Supplemental Agreement be signed and sealed by each member Council.

Attachments

- 1 Supplemental Agreement

FILE NO: 1
6. GOVERNANCE

ITEM NO: 9.1.4
(EXECUTIVE ASSISTANT - OFFICE OF
CEO, JULIE GERARD)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

GOULBURN VALLEY LIBRARY - SUPPLEMENTARY AGREEMENT (cont'd)

ATTACHMENT No [1] - Supplemental Agreement

|| | G A L E S I C S R W O R L D W I D E J O U R N A L I S T I C S E R V I C E S | |

Maddocks

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DX 259 Melbourne

Supplemental Agreement

Greater Shepparton City Council
and

Moira Shire Council
and

Strathbogle Shire Council

[6416302: 14484824_1]

Interstate offices
Canberra Sydney
Affiliated offices around the world through the
Advoc network - www.advoc.com

FILE NO: 1
6. GOVERNANCE

ITEM NO: 9.1.4
(EXECUTIVE ASSISTANT - OFFICE OF
CEO, JULIE GERARD)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

GOULBURN VALLEY LIBRARY - SUPPLEMENTARY AGREEMENT (cont'd)

ATTACHMENT No [1] - Supplemental Agreement

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6. GOVERNANCE

ITEM NO: 9.1.4
(EXECUTIVE ASSISTANT - OFFICE OF
CEO, JULIE GERARD)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

GOULBURN VALLEY LIBRARY - SUPPLEMENTARY AGREEMENT (cont'd)

ATTACHMENT No [1] - Supplemental Agreement

Maddocks

Supplemental Agreement

Dated

Parties

Name	Greater Shepparton City Council
Address	having its Municipal Office at 90 Welsford Street, Shepparton, Victoria
Facsimile	03 5831 1987
Email	council@shepparton.vic.gov.au
Contact	Chief Executive Officer
Short name	Greater Shepparton

Name	Moira Shire Council
Address	having its Municipal Office at 44 Station Street, Cobram, Victoria
Facsimile	03 5872 1567
Email	webmaster@moira.vic.gov.au
Contact	Chief Executive Officer
Short name	Moira

Name	Strathbogie Shire Council
Address	having its Municipal Office on the corner of Binney and Bury Streets, Euroa, Victoria
Facsimile	03 5795 3550
Email	info@strathbogie.vic.gov.au
Contact	Chief Executive Officer
Short name	Strathbogie

Background

- A. On 15 September 2009, Greater Shepparton, Moira and Strathbogie entered into an Agreement to form the Goulburn Valley Regional Library Corporation (**the Agreement**).
- B. The Agreement was approved by the Minister administering the *Local Government Act 1989*, by a notice published in the *Victoria Government Gazette* on 21 January 2010.

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6. GOVERNANCE

ITEM NO: 9.1.4
(EXECUTIVE ASSISTANT - OFFICE OF
CEO, JULIE GERARD)
(GENERAL MANAGER - CORPORATE,
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GOULBURN VALLEY LIBRARY - SUPPLEMENTARY AGREEMENT (cont'd)

ATTACHMENT No [1] - Supplemental Agreement


Maddocks

- C. Clause 16 of the Agreement requires that the parties and the Board of the Goulburn Valley Regional Library Corporation review the operation of the Agreement at least once every five years.
- D. Greater Shepparton, Moira and Strathbogie have, together with the Board, conducted a review of the Agreement and have determined to amend the Agreement in the manner set out in this Supplemental Agreement.

FILE NO: 1
6. GOVERNANCE

ITEM NO: 9.1.4
(EXECUTIVE ASSISTANT - OFFICE OF
CEO, JULIE GERARD)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

GOULBURN VALLEY LIBRARY - SUPPLEMENTARY AGREEMENT (cont'd)

ATTACHMENT No [1] - Supplemental Agreement

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The Parties Agree

1. Definitions

In this Supplemental Agreement:

"the Agreement" means the Agreement defined in Recital A of this Supplemental Agreement;

"the Minister" means the Minister administering the *Local Government Act 1989*; and

"Regional Library" means the Goulburn Valley Regional Library Corporation.

2. Amendments

Delete clause 3.1 of the Agreement and substitute:

The Board of the Regional Library shall consist of up to nine members, comprising:

- (a) one Councillor appointed by each Council; and
- (b) one other person appointed by each Council who must be a 'senior officer' within the meaning of the Act; and
- (c) one other person appointed by each Council as a community representative, meeting the skills criteria determined by the Board from time to time.

3. Condition Precedent

This Supplemental Agreement has no effect unless it is approved by the Minister in accordance with section 196(8) of the *Local Government Act 1989*.

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ITEM NO: 9.1.4
(EXECUTIVE ASSISTANT - OFFICE OF
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(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

GOULBURN VALLEY LIBRARY - SUPPLEMENTARY AGREEMENT (cont'd)

ATTACHMENT No [1] - Supplemental Agreement

Maddocks

Signing Page

Executed by the Parties

THE COMMON SEAL of GREATER SHEPPARTON CITY COUNCIL was hereunto affixed in accordance with a resolution of the Council made on

)
)
)
)
)



and in the presence of:

[Signature]

..... Mayor

[Signature]

..... Councillor

[Signature]

ACTING Chief Executive Officer

THE COMMON SEAL of MOIRA SHIRE COUNCIL was hereunto affixed in accordance with a resolution of the Council made on

)
)
)
)

and in the presence of:

..... Mayor

..... Councillor

..... Chief Executive Officer

THE COMMON SEAL of STRATHBOGIE SHIRE COUNCIL was hereunto affixed in accordance with a resolution of the Council made on

)
)
)
)

and in the presence of:

..... Mayor

..... Councillor

..... Chief Executive Officer

FILE NO: F13/263
6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG
SHARP)
(CHIEF EXECUTIVE OFFICER, MARK
HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE

RECOMMENDATION

That:

1. Council give notice of its intention to enter into a lease of the Yarrowonga Holiday Park with the Yarrowonga Holiday Park Inc (YHP Inc) in accordance with the Local Government Act;
2. In the interim period from when the existing lease expires on 30 November 2015 until a new lease is established, Council grant the YHP Inc a licence to continue to manage the Park on equivalent terms to the current lease.

1. Executive Summary

Negotiations have concluded and an agreement reached between the parties on the terms of a new lease of the Yarrowonga Holiday Park, subject to Council and Ministerial approval. Other matters have also been negotiated which give greater clarity to these terms of agreement, particularly around the capital works program for the Park over the life of the lease.

Council is now in a position to give notice of its intention to enter into a lease with the YHP Inc. As the existing lease will expire on the 30 November 2015 and before a new lease is in place, Council should grant the YHP Inc. an interim licence to continue to manage the Park pending the establishment of a formal lease.

2. Background and Options

The terms of the draft lease include:

1. The State Government lease template has been used with little substantive change;
2. Basic Terms:-
 - Lease Term: 21 years;
 - Lease Payment: \$220,000 pa indexed by CPI but subject to periodic market review taking into account capital works contribution by the Committee;
 - Maintenance of lease area including trees: responsibility of lessee;
 - Capital Works within the leased area: responsibility of lessee;
 - Master Plan to be developed to guide capital investment;
 - Rent Abatement: if leased area taken out of service outside lessee's control then rate abated proportionally.
3. Special conditions have been added. These encompass investment principles, quantum of capital works, former land use, shared services, leased area, security and general clauses;

FILE NO: F13/263
6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG
SHARP)
(CHIEF EXECUTIVE OFFICER, MARK
HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

4. Negotiations were filtered through principles developed by the Corporate Management Team of the Council. These were:
- Council considers the lease between itself as the lessor and the YHP Inc. as the lessee, to be a commercial arrangement;
 - Council will not operate, maintain or invest in the commercially leased premises;
 - Council's reinvestment of leased payments will be limited to the public use areas of the park precinct supporting the commercially leased premises where a public benefit can be derived;
 - Council will not drive the development plan for the YHP except where the development accords with the above point;
 - Council may assist with development opportunities in the leased premises on a case by case basis;
 - A development plan for the park precinct (Master Plan) will be on a staged basis over the 21 year term of the lease to ensure continued investment in, and renewal, of the assets. Each stage to indicate the works to be done, benefit to the park precinct and tranche of funding attached.

In terms of capital investment the lease provides:

- That a base amount of \$6.26 M be contributed by the Committee over the life of the lease adjusted by CPI or other agreed cost increase indice for completion of the Schedule of Capital Works;
- \$1.23 M to be spent by the Committee in the first 3 years in accordance with the Schedule of Capital Works;
- At the end of each 3 year period, the parties will agree on the revised quantum value for the works for the following 3 year period based on the agreed Master Plan and Schedule of Capital Works;
- Schedule of Capital Works to be updated to remove any investment by Council and to include infrastructure renewal in accordance with depreciation requirement;
- Lease to provide for carry over and aggregation of capital works from period to period in accordance with the Schedule of Capital works and key milestones;
- Security fencing around the perimeter of the leased area to be the responsibility of the Committee;
- Committee's investment is not conditional on Council investing. There are no conditions placed on Council in this respect;
- Any market review for rent is to recognize the quantum of capital works contribution by the Committee as lessee.

The lease and special conditions reflect these principles.

The Committee has committed to contributing a minimum of \$6.26M to a Schedule of Capital Works over the life of the lease period with \$1.23M being allocated in the first three year period. The Committee's investment commitment is unconditional.

Council for its part will focus its investment effort on the public use areas of the park precinct with the objective being to add value to the YHP leased premises by improving security of the premises and public access to, and around, them. In the first stages this will be attempted to be achieved through:

- Relocating the public boat ramp to the western end of the precinct and outside the leased premises;
- Re-routing the public access road to connect to the new boat ramp site.

FILE NO: F13/263
6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG
SHARP)
(CHIEF EXECUTIVE OFFICER, MARK
HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

Of note within the special conditions is a proposal to change the lease area to include Lot 31A, which is part of the precinct, but not used. Provision has also been made to include the boat ramp area should the boat ramp be re-located and the access road then be re-routed to the new boat ramp location.

A copy of the proposed lease, including a map of the leased area and special conditions, is attached.

3. Financial Implications

Significant in terms of lease payments to Council and possible future re-investment in the Park precinct. Lease payment in the first year is \$220,000 pa which grows with CPI over the 21 year lease term. It is predicted to reach an aggregate of more than \$5.6M by the end of the lease.

The proposed lease provides for an aggregate investment of \$6.26M by YHP Inc over the term of the lease, exclusive of any investment by Council in the Park precinct.

4. Risk Management

On-going and effective management of the Yarrowonga Holiday Park is paramount and must be maintained. It is imperative that contingencies are in place for this to occur given that a new lease will not be in place by 30 November 2015.

5. Internal and External Consultation

A Council Working Party has driven negotiations and has worked closely with the Corporate Management Team. Close liaison was maintained throughout the negotiations between the parties.

6. Regional Context

Yarrowonga Holiday Park is a significant regional tourist destination and driver for the local economy. It's future management and condition is therefore important to the Council not only as lessor, but as a piece of community infrastructure servicing the local Yarrowonga community and regional tourism.

7. Council Plan Strategy

Advocate for and support the development of key tourism assets in our region.

8. Legislative / Policy Implications

The Yarrowonga Holiday Park is located on Crown Land and subject to the Crown Land (Reserves) Act. As Crown Land manager, Council is the Lessor to the leasing of this site. Lease arrangements are overseen by the Department of Environment, Land, Water and Planning. Ministerial approval is required for a lease of this nature, which has a maximum term of 21 years.

In addition, the Local Government Act requires that Council give notice of its intention to enter into a lease of this type and provide for a public exhibition period and calling of submissions prior to doing so.

FILE NO: F13/263
6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG
SHARP)
(CHIEF EXECUTIVE OFFICER, MARK
HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

9. Environmental Impact

Yarrowonga Holiday Park is located on the Murray River and contains significant vegetation, including river red gums. It lies within a wider multi-use recreational precinct with the potential for conflicting interests. Future management of the park must be cognizant of these circumstances.

10. Conflict of Interest Considerations

Nil

11. Conclusion

Having received the YHP Inc. Committee's written confirmation accepting the terms negotiated and with all outstanding matters resolved in accordance with negotiating principles, Council is now in a position to proceed to give notice of its intention to enter into this lease. Transition arrangements will need to be put in place to cover the period from when the current lease expires on 30 November 2015 and establishment of a new lease, which is expected to be some months. This is best achieved by granting a licence to the Committee to continue to operate the Park during this interim period

Attachments

- 1 Draft - Yarrowonga Holiday Park Lease

FILE NO: F13/263
6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG
SHARP)
(CHIEF EXECUTIVE OFFICER, MARK
HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrowonga Holiday Park Lease

EXISTING IMPROVEMENTS

MOIRA SHIRE COUNCIL

AND

YARRAWONGA HOLIDAY PARK INC.

Section 17D Crown Land (Reserves) Act 1978
Lease
(Non Retail)

**DEPARTMENT OF ENVIRONMENT AND
PRIMARY INDUSTRIES**

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FILE NO: F13/263
6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG
SHARP)
(CHIEF EXECUTIVE OFFICER, MARK
HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

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THIS LEASE is made on _____ and commences on the date in Item 4 of Schedule 1
BETWEEN THE LANDLORD whose name appears in Item 1 (Landlord)

AND THE TENANT whose name appears in Item 2 (Tenant)

RECITALS

- A The Land is reserved pursuant to Section 4 of the Act for the purpose set out in Item 13 of Schedule 1.
- B The Minister has appointed the Landlord as the Committee of Management of the Land and has power to enter into this Lease pursuant to Section 17D of the Act subject to the approval in writing of the Minister.
- C The Landlord has agreed to lease the Land to the Tenant pursuant to Section 17D of the Act subject to the conditions, covenants, reservations, restrictions and exceptions and at the Rent set out in this Lease.

OPERATIVE PROVISIONS

1 PART 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document:

Act means the *Crown Land (Reserves) Act 1978*

Authority includes any government, local government, statutory, public or other Person, authority, instrumentality or body having jurisdiction over the Land, the Premises or any part of it or anything in relation to it;

Bank Guarantee means an unconditional and irrevocable undertaking in a form acceptable to the Landlord given by a bank authorised under the provisions of *the Banking Act 1959* (Cth.) or an Act of the Parliament of Victoria;

Business Day means any day (except a Saturday, Sunday or public holiday) on which banks are open for business in Melbourne, Victoria;

Claim includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding and right of action;

Clause means a clause of this Lease; ("sub-clause" has a similar meaning); a reference to a Clause followed by a number refers to the relevant Clause in this Lease;

Commencement Date means the date set out in Item 4 of Schedule 1;

Cost includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever;

Crown means the Crown in right of the State of Victoria;

Default Rate means the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983*; if that rate ceases to be published then it means any rate substituted in its place;

Further Obligations means any obligations set out in Schedules 3 & 4;

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Further Term means the further term or terms set out in Item 8 of Schedule 1;

GST means any consumption, goods and services or value added tax, by whatever name called, imposed, levied or collected by any Federal or State Government which operates at any time or times during the Term or any renewal or overholding of the Lease including, without limitation, GST as defined in the GST Act and any replacement tax;

GST Act means *A New System (Goods and Services Tax) Act 1999*;

Guaranteed Sum means the amount set out in Item 9 of Schedule 1;

Hazardous Materials includes any substance, material, thing, component or element which is hazardous, a contaminant or a pollutant to persons or property;

Insured Sum means the amount set out in Item 12 of Schedule 1;

Her Majesty means Her Majesty Queen Elizabeth II and her heirs and successors;

Item means the relevant item in a Schedule to this Lease;

Land means the land described in Item 3 of Schedule 1 to a depth of 15 metres below the surface and all rights, easements and appurtenances usually and normally enjoyed with that land and all improvements, fixtures, fittings, plant, equipment and chattels listed in Item 15 of Schedule 1 together with any other improvements, fixtures, fittings, plant, equipment and chattels on it at the Commencement Date;

Landlord means the Landlord named in this Lease and the person for the time being entitled to the Lease reversion when the Lease ends;

Landlords Agents means the employees, contractors, agents and any other Person appointed from time to time by the Landlord as agent of the Landlord;

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or local law, present or future, and whether State, Federal or otherwise;

Minister means the Minister having responsibility for the administration of the Act or such other Minister of the Crown or Authority to whom responsibility for this Lease may at any time be given;

Minister's Agents and Officers includes any person, committee or delegate (including any statutory authority or statutory body corporate or committee for the time being responsible for the administration, care and management of the Land) from time to time responsible for carrying out functions, including the functions of the Minister, under this Lease;

Name and Notice Address means the name and address in Item 11 of Schedule 1 as it may be changed from time to time;

Notice means any notice or other written communication;

Party means a party to this Lease and includes any Guarantor;

Permitted Use means the permitted use of the Land set out in Item 7 of Schedule 1;

Person includes any corporation and vice versa;

Premises means the Land and the Tenants Improvements;

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Proposed Work means the construction, alteration, addition, renovation, refurbishment, demolition, removal of or to any improvement on the Land;

Rates and Taxes means all existing and future rates (including any special rates or levies) taxes (including land tax on a single holding basis), duties, charges, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the Land or the Landlord or the Tenant or payable by the owner or occupier of the Land;

Rent means the annual Rent set out in Item 6 of Schedule 1;

Requirement includes any lawful Notice, order or direction received from or given by any Authority or pursuant to any Law, in writing or otherwise, and notwithstanding to whom such Requirement is addressed or directed but if not addressed to the Tenant then the Tenant must be given a copy;

Review Date means at the date or dates set out in Item 10 of Schedule 1.

Services means all services installed or to be installed and connected to the Premises including, without limitation, gas, electricity, telephone and telecommunication, water, sewerage and drainage;

Supply means the supply of any good, service or thing by either Party under this Lease.

Tenant means the Tenant named in this Lease and includes in the case of a:

- (a) corporation the Tenant, its successors and permitted assigns;
- (b) natural Person the Tenant, his executors, administrators and permitted assigns;

Tenant's Employees means each of the Tenant's employees, agents, contractors, invitees or others (whether with or without invitation), sub-lessees, licensees and concessionaires or others (whether expressly or impliedly) who may at any time be in or upon the Land;

Tenant's Improvements means those items listed in Item 16 of Schedule 1 and all buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other material or articles and chattels of all kinds which are at any time erected or installed by the Tenant in or on the Land;

Term means the term of this Lease set out in Item 5 of Schedule 1 commencing from and including the Commencement Date; and

this Lease or "the Lease" means this lease and includes all schedules, appendices, attachments, plans and specifications, annexures and exhibits to it.

1.2 Interpretation

- (a) The singular includes the plural and vice versa;
- (b) A gender includes all genders;
- (c) An obligation imposed by this Lease on more than one Person binds them jointly and severally;
- (d) Every covenant by the Tenant includes a covenant by the Tenant to procure compliance with the covenant by each of the Tenants Employees;

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- (e) A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it and a regulation, rule or statutory instrument issued under it;
- (f) This Lease must be interpreted so that it complies with all Laws applicable in Victoria. Any provision must be read down so as to give it as much effect as possible. If it is not possible to give a provision any effect at all, then it must be severed from the rest of the Lease. If any provision or part of it cannot be so read down, such provision or part shall be deemed to be void and severable and the remaining provisions of this Lease shall not in any way be affected or impaired;
- (g) Unless otherwise stated, no provision of this Lease limits the effect of any other provision of this Lease. "Including" and similar expressions are not and must not be treated as words of limitation;
- (h) A reference to the Land, Premises or anything includes the whole and each part of it;
- (i) The Landlord and the Tenant agree that:
 - (i) the terms contained in this Lease constitute the whole of the agreement in respect of the Land and Premises between the Landlord and the Tenant and all previous negotiations and agreements are negated;
 - (ii) no further terms are to be implied or arise between the Landlord and the Tenant by way of collateral or other agreement made by or on behalf of the Landlord or by or on behalf of the Tenant on or before or after the execution of this Lease, and any implication or collateral or other agreement is excluded and negated;
 - (iii) no information, representation or warranty by the Landlord or the Landlord's agents was supplied or made with the intention or knowledge that it would be relied on by the Tenant in entering into this Lease; and
 - (iv) no information, representation or warranty has been relied on by the Tenant in entering into this Lease.
- (j) Headings and the index to this Lease are for guidance only and do not affect the interpretation of this Lease;
- (k) If a reference is made to any Person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the Person, body or Authority that then serves substantially the same or equivalent objects as the Person, body or Authority that has ceased to exist;
- (l) Reference to the President of a Person, body or Authority must, in the absence of a President, be read as a reference to the senior officer or equivalent employee for the time being of the Person, body or Authority or such other Person fulfilling the duties of President;
- (m) A reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;
- (n) A reference to "corporation" and any other words or expressions used or defined in the *Corporations Act 2001*, unless the context otherwise requires, has the same meaning that is given to them in the *Corporations Act 2001*;

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- (o) This Lease is governed by Victorian law. The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State and courts of appeal from them. Except as expressly agreed in writing by both Parties or for an action required at a federal level, each Party waives any right it has to object to an action being brought in any court outside Victoria including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction;
- (p) If the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises for the purposes of this Lease shall be the next Business Day;
- (q) Each provision of this Lease continues to have full force and effect until it is satisfied or completed;
- (r) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (s) A reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Lease.

1.3 Minister's delegations

- (a) Wherever this Lease refers to an action, consent, approval or other thing to be done by, or matter to be considered by the Minister, the reference to the Minister shall be deemed to include a reference to the Minister's Agents and Officers.
- (b) The Minister may appoint any person as the Minister's delegate to exercise all powers conferred by this Lease on the Minister expressly, including without limitation, the power to give any consent or approval pursuant to this Lease.
- (c) The Minister may change the appointment at any time.

2. PART 2 - EXCLUSION OF STATUTORY PROVISIONS

2.1 Moratorium

To the extent permitted by law, the application to this Lease or to any Party of any Law or any Requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Rent or any part of it or otherwise affecting the operation of the terms of this Lease or its application to any Party is excluded and negated.

2.2 Exclusion of Statutory Provisions

The covenants, powers and provisions implied in leases by virtue of the *Transfer of Land Act 1958* are expressly negated.

3. PART 3 - LEASE OF LAND

3.1 Lease of Land for Term

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The Landlord leases the Land to the Tenant for the Term.

3.2 Landlords Reservations

The Landlord reserves the right for the Landlord and the Landlord's Agents to:

- (a) carry out any works that may be required to comply with any applicable Law or Requirement; and
- (b) create any registered or unregistered easement or other right over the Land as long as it does not adversely affect the Tenant's rights under this Lease;
- (c) enter the Land and the Premises for the purposes set out in this Clause.

3.3 Other Reservations

This Lease is granted subject to the following reservations:

- (a) the reservation to the Crown of all gold and minerals within the meaning of the *Mineral Resources Development Act 1990* and petroleum within the meaning of the *Petroleum Act 1958*, all of which are described as the "reserved minerals";
- (b) the reservation to the Crown of the rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the Land;
- (c) the reservation to the Crown of the rights of access for any pipeline works and other purposes necessary for obtaining and conveying on and from the Land any of the reserved minerals obtained in any part of the Land; and
- (d) the right to resume the Land for mining purposes under Section 205 of the *Land Act 1958*.

3.4 Landlord's Exercise of Rights

Except in an emergency, the Landlord must give the Tenant reasonable notice of the Landlord's intended exercise of the rights set out in this Clause. The Landlord must only exercise the rights at reasonable times and must minimise interference to the Tenant when doing so.

3.5 Ownership of Tenant's Improvements

The Tenant owns all of the Tenant's Improvements unless the Act requires any buildings and structures erected on the Land by the Tenant to be and to remain the property of the Landlord.

4. PART 4 - RENT

4.1 Tenant to pay Rent

The Tenant covenants to pay the Rent:

- (a) at the times and in the manner set out in Item 6 of Schedule 1 without demand by the Landlord;
- (b) without any abatement, deduction or right of set-off, except as provided in clause 14.4;

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- (c) to the Landlord at the address set out in Item 14 of Schedule 1 or to any other address or in any other way the Landlord directs the Tenant by Notice.

4.2 Apportionment of Rent

If the Commencement Date is not the first day of a rent period, the first and last instalments of Rent will be apportioned on a pro-rata daily basis for the periods from:

- (a) the Commencement Date to the first day of the next rent period;
(b) the first day of the last rent period of the Term until the date on which the Term expires.

5. PART 5 - RATES AND TAXES AND GST

5.1 Tenant to pay Rates and Taxes

The Tenant must pay the Rates and Taxes:

- (a) to the assessing Authority on time if assessed directly against the Tenant or the Land; but otherwise
(b) to the Landlord by the date which is 10 Business Days before the due date for payment if the Landlord must pay the Rates and Taxes and has given the Tenant a copy of the notice at least 10 Business Days before then.

5.2 Tenant to Produce Receipts

The Tenant must produce receipts to the Landlord evidencing payment of the Rates and Taxes by the due date for payment if the Tenant is required to pay them to the assessing Authority.

5.3 Pro-rata apportionment

If necessary, the Rates and Taxes will be apportioned on a pro-rata daily basis at the beginning and at the end of the Term.

5.4 Goods and Services Tax

- (a) If GST is or will be or is purported to be payable on any Supply the Party receiving the Supply must pay the Party making the Supply a sum equal to any GST payable by the supplier for that Supply.
(b) To the extent that one Party is required to reimburse the other Party for costs incurred by the other Party, those costs do not include any amount in respect of GST for which the Party is entitled to claim an input tax credit.
(c) A Party's obligation to pay an amount under this Clause is subject to a valid tax invoice being delivered to that Party. For the avoidance of any doubt, the Rent and all other payments under this Lease are exclusive of GST.

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6. PART 6 - COST OF SERVICES

The Tenant must pay Costs for all Services (including any special, additional or unusual Services separately supplied, metered, consumed or connected as appropriate in, to or on the Land or the Premises):

- (a) by direct payment on or before the due date if assessed directly against the Land or the Premises; but otherwise
- (b) by reimbursing the Landlord by the date which is 5 Business Days before the due date for payment if the Landlord has given a copy of the Notice to the Tenant at least 10 Business Days before then.

7. PART 7 - COSTS

The Tenant must pay to the Landlord all the Landlord's reasonable legal and other Costs including the costs of valuers, quantity surveyors and other consultants engaged by the Landlord as agreed by the Tenant, such agreement not to be unreasonably withheld, of and incidental to:

- (a) the negotiation, preparation and execution of this Lease;
- (b) any consent required under this Lease;
- (c) any assignment or subletting for which the Landlord's consent is required by this Lease;
- (d) any variation, extension, surrender or termination of this Lease otherwise than by effluxion of time;
- (e) any default by the Tenant or the Tenant's Employees in observing or performing any covenants contained or implied in this Lease.

8. PART 8 - INTEREST

8.1 Payment

The Tenant must pay on demand interest at the Default Rate on any Rent or other moneys which the Tenant has not paid within 30 days of the due date for payment.

8.2 Calculation

Interest is to be calculated daily from the due date and is to continue until the overdue money is paid. The interest will be capitalised on the last day of each month and may be recovered in the same way as Rent in arrears.

8.3 No Prejudice

If the Landlord requires a Tenant to pay interest, it is without prejudice to any other rights, powers and remedies which the Landlord may have under this Lease or at law.

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9. PART 9 - USE OF PREMISES

9.1 Tenant's Permitted Use and negative covenants

The Tenant must not:

- (a) use the Premises for any purpose other than the Permitted Use;
- (b) do anything in or on the Premises which in the reasonable opinion of the Landlord causes or may cause nuisance, damage, disturbance or danger to the Landlord or the occupiers or owners of any other property;
- (c) use or allow the use of any radio, television or other sound producing equipment at a volume that can be heard outside the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally;
- ~~(d) affix any television or radio mast or antenna, satellite dish or any other communication device to any part of the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally;~~
- ~~(e) write, paint, display, hang or affix any sign, advertisement, placard, name, flagpole, flag or notice on any part of the Premises except with the prior written consent of the Landlord which is not to be unreasonably withheld but may be given conditionally;~~
- (f) overload the floor, walls, roof or any other part of the Premises, or, bring onto or remove from the Premises any plant or heavy equipment which by reason of its weight or vibration in its operation or in any way is likely in the reasonable opinion of the Landlord to cause damage to any part of the Premises or the Services;
- (g) except to the extent that they are necessary for the Permitted Use and then only in compliance with any Law or Requirement and in such quantities as are reasonably appropriate, store Hazardous Materials on or in the Premises;
- (h) install any equipment or system in the Premises that overloads or may overload the electrical or other Services to the Premises;
- (i) use the Premises as a residence unless it is a Permitted Use;
- (j) use the Premises for an illegal purpose;
- (k) undertake any activities that impacts on native vegetation, flora and fauna other than activity in accordance with approved permits;
- (l) burn any rubbish or waste on the premises other than the burning of vegetation in accordance with all necessary permits

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9.2 Tenant's positive covenants

The Tenant at its Cost must:

- (a) at all times carry out the Permitted Use in a business-like and reputable manner;
- (b) keep the Premises clean and not permit any accumulation of useless property or rubbish in them;

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- (c) keep the Premises free of pests, insects and vermin;
- (d) provide the Landlord (and keep updated when it changes) with the name, postal address, e-mail address, telephone and facsimile transmission numbers of a person or persons to contact during and after business hours if an emergency arises which affects the Premises;
- (e) comply with the Landlord's reasonable operational requirements for the Services and not interfere with the Services;
- (f) on vacating the Premises, remove all lettering, signs, flagpoles, flags, and other distinctive marks from the Premises and make good any damage caused by the removal;
- (g) obtain, maintain and comply with all consents or approvals from all Authorities which from time to time are necessary or appropriate for the Permitted Use. The Tenant must not by any act or omission cause or permit any consent or approval to lapse or be revoked;
- (h) maintain documented risk management identification and treatment programs for the Premises and the Services;
- (i) arrange for the regular and efficient removal from the Premises of its refuse and rubbish;
- (j) the Tenant must if a notifiable infectious illness occurs in the Premises promptly give Notice to the Landlord and all relevant Authorities and thoroughly fumigate and disinfect the Premises to the satisfaction of the Landlord and all relevant Authorities;
- (k) undertake all fire protection works on the Land required by Law to the satisfaction of the Landlord and all relevant Authorities;
- (l) permit the Landlord or the Landlord's servants or agents with or without vehicles and equipment, workmen or others at all times to enter the Land for fire protection and suppression purposes;
- (m) within 90 days of the end of the financial year, the Tenant must provide the Landlord with a copy of the Tenant's Annual Report, including audited financial statements;
- (n) comply with the further obligations, if any, set out in Schedule 3.

9.3 No warranty as to use

- (a) The Landlord gives no warranty (either present or future) that the Land or the Premises are fit for the Permitted Use.
- (b) The Tenant has entered into this Lease with full knowledge of and subject to any prohibitions or restrictions contained in any Law or any Requirement on how the Land or the Premises may be used.

9.4 To Let Signs and Inspection

The Landlord may after giving reasonable notice and at reasonable times:

- (a) place advertisements and signs on those parts of Land and Premises as are reasonable having regard to the interests of the Landlord and the Tenant where the Premises are available for lease if the Tenant does not exercise any option to renew this Lease for a Further Term;

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(CHIEF EXECUTIVE OFFICER, MARK
HENDERSON)

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- (b) by appointment with the Tenant, show prospective tenants through the Land and the Premises.

The Landlord in exercising rights under this Clause must endeavour to minimise any inconvenience to the Tenant.

9.5 Cost of alteration

Pay to the Landlord on demand the Cost reasonably incurred by the Landlord of any alteration to any Services, sprinkler or fire prevention equipment and installations (including alarms) which may become necessary because of the non-compliance of the Tenant or of the Tenant's Employees with any Requirements, including those of any Tenant's insurer of the Premises or any Tenant's fittings within the period required or, if no period is required, within a reasonable period to meet those requirements.

10. PART 10 - COMPLIANCE WITH LAWS AND REQUIREMENTS

10.1 Compliance with Laws

- (a) The Tenant at its Cost must comply with and observe all Laws and Requirements relating to the Land, the Premises, the Services and the Permitted Use. If the Tenant receives any Notice from an Authority, the Tenant must immediately provide a complete copy of it to the Landlord;
- (b) Before complying with any Law or Requirement, the Tenant must:
- (i) obtain the written consent of the Landlord which is not to be unreasonably withheld and;
 - (ii) observe the provisions of this Lease.

10.2 Landlord may comply with Laws if Tenant defaults

If the Tenant fails to do so, the Landlord may comply with any Law or Requirement referred to in this Clause either in part or whole. If the Landlord does this:

- (a) any Costs incurred by the Landlord must be paid or reimbursed to the Landlord by the Tenant;
- (b) it is without prejudice to any of the Landlord's other rights in respect of non-compliance by the Tenant with its obligations under this Lease.

11. PART 11 - MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS

11.1 General repairing obligation

- (a) The Tenant at its Cost during the Term and any extension or holding over must keep the Premises and the Services in good repair and condition and clean and tidy. For the avoidance of any doubt, the Tenant acknowledges that the Landlord will have no responsibility for any repairs or maintenance to the Premises and the Services;
- (b) Before carrying out any repairs or maintenance to the Premises, the Tenant must obtain the written approval of the Landlord and all relevant Authorities but the Tenant will not be required to obtain written or any form of approval from the Landlord for maintenance of a non-structural nature.

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11.2 Landlord's right of inspection

The Landlord or the Landlord's Agents may enter the Premises and view the state of repair and condition of the Premises and Services:

- (a) in the presence of the Authorised Officer of the Tenant if required by the Tenant;
- (b) at reasonable times on giving to the Tenant reasonable notice in writing (except in the case of emergency when no notice is required).

11.3 Enforcement of repairing obligations

The Landlord may serve on the Tenant a Notice:

- (a) specifying any failure by the Tenant to carry out any repair, replacement or cleaning of the Premises or the Services which the Tenant is required to do under this Lease; and/or
- (b) require the Tenant to carry out the repair, replacement or cleaning within a reasonable time. If the Tenant does not comply with the Notice, the Landlord may elect to carry out such repair, replacement or cleaning and any Costs incurred must be paid by the Tenant when demanded by the Landlord.

11.4 Landlord may enter to repair

The Landlord, the Landlord's Agents and others authorised by the Landlord may at all reasonable times after giving the Tenant reasonable notice (except in the case of emergency when no notice is required) enter the Land and the Premises to carry out any works and repairs in the circumstances set out below. In doing so, the Landlord must endeavour not to cause undue inconvenience to the Tenant.

- (a) The circumstances for entry are:
 - (i) to carry out any repairs on or to the Premises or the Services, which the Landlord considers necessary or desirable or which relate to anything which the Landlord is obliged or entitled to do under this Lease;
 - (ii) if an Authority requires any repair or work to be undertaken on or to the Premises or the Services which the Landlord is either required or in the Landlord's discretion elects to do and for which the Tenant is not liable under this Lease; and/or
 - (iii) if the Landlord elects to carry out any repair work which the Tenant is required or liable to do under this Lease by any Law or by any Requirement but fails to do so within the time specified or otherwise allowed for that work to be done.

11.5 Alterations to Premises

- (a) The Tenant must not and must not permit any other person to carry out any Proposed Work without the Landlord's and the Minister's prior written consent which must not be unreasonably withheld or delayed;
- (b) In seeking the Landlord's and the Minister's consent the Tenant must submit plans and specifications of the Proposed Work for the approval of the Landlord together with a list of the Persons (if any) from or to whom the Tenant proposes to call a tender or award a contract for the Proposed Work;

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- (c) the Landlord and the Minister may give consent subject to the Tenant satisfying the following requirements:
- (i) any Proposed Work must be supervised by a Person approved by the Landlord;
 - (ii) any Proposed Work must be executed promptly and continuously in a proper and workmanlike manner, using the materials and by contractors or tradesmen approved by the Landlord, in accordance with all Laws and Requirements;
 - (iii) the Tenant must pay on demand all Costs incurred by the Landlord and the Minister in considering or inspecting the Proposed Work and its supervision, including the reasonable fees of architects, engineers or other building consultants reasonably engaged by or on behalf of the Landlord;
 - (iv) the Tenant must obtain and keep current and comply with all necessary approvals or permits from all Authorities necessary to enable any Proposed Work to be lawfully effected, and must on request by the Landlord produce for inspection by the Landlord copies of all such approvals and permits;
 - (v) on completion of the Proposed Work the Tenant must immediately obtain and produce to the Landlord, any unconditional certificates of compliance or of satisfactory completion issued by relevant Authorities and, a certificate by a consultant approved by the Landlord that the Proposed Work has been carried out in accordance with the plans and specifications approved by the Landlord.

11.6 Notice to Landlord of damage, accident etc

The Tenant must immediately give Notice to the Landlord of any:

- (a) damage however caused, accident to or defects in the Premises or the Services;
- (b) circumstances likely to cause any damage or injury occurring within the Premises of which the Tenant has actual or constructive notice;
- (c) any fault in the Services; or
- (d) Notice from any Authority.

12. PART 12 - ASSIGNMENT AND SUBLETTING

12.1 No disposal of Tenant's interest

The Tenant must not without the prior written consent of the Landlord and the Minister:

- (a) assign, transfer, sub-let, grant any licence, mortgage, encumber, charge or part with or share the possession of or otherwise deal with or dispose of the Tenant's estate or interest in the Land or any part of the Land or the Premises;
- (b) declare itself trustee of the Land or any part of the Land or of any legal or equitable estate or interest in the Land or the Premises.

12.2 Deemed assignment on change of shareholding

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There is a deemed assignment under this Clause if the Tenant is a Corporation (other than an incorporated association) and there is any change in any of the following which results in a change in the effective control of the Tenant:

- (a) the membership of the Corporation or any holding Company of the Corporation;
- (b) the beneficial ownership of any shares in the capital of the Corporation or any holding Company of the Corporation; or
- (c) the beneficial ownership of the business or assets in the Corporation or part of it.

If any of these events occur then the Tenant must obtain the Landlord's written consent under this Clause. This does not apply in relation to the sale of shares in the Tenant or the Tenant's holding company that is listed on a recognised stock exchange.

12.3 Acceptance of Rent by Landlord

The acceptance by the Landlord of any Rent or other payment from any Person other than the Tenant does not constitute an acknowledgment by the Landlord that it recognises that person as the Authorised assignee or sub tenant.

12.4 S.144 excluded

Section 144 of the *Property Law Act 1958* does not apply to this Lease.

13. PART 13 - INSURANCE AND INDEMNITIES

13.1 Insurances to be taken out by Tenant

The Tenant must effect and maintain at the Tenant's Cost:

- (a) a standard public liability insurance policy endorsed to extend the indemnity under the policy to include the Tenant's liability under Clause 13.5. The policy must:
 - (i) be for an amount of not less than the Insured Sum or such higher amount as the Landlord may reasonably require in respect of any single occurrence; and
 - (ii) be on terms that the insurer waives all rights of subrogation against the Landlord;
- (b) insurance for the Premises and all Tenant's property for their full replacement value; and
- (c) any other insurance reasonably required by the Landlord.

13.2 Tenant's insurance obligations

The Tenant must:

- (a) ensure that all policies of insurance effected by the Tenant pursuant to this Clause are taken out with an insurance office or company authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia including policies underwritten by Lloyd's of London or otherwise approved by the Landlord.
- (b) by 30 July in each year of the Term, produce to the Landlord a certificate of currency; and

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- (c) pay all premiums and other money payable in respect of the insurance policies when they become due and payable.

13.3 Non-vitiation of policies

The Tenant must not do anything in, to or on the Premises and must use its best endeavours not to allow anything to be done which may vitiate or render void or voidable any Tenant's insurances or any condition of any insurance taken out by the Landlord of which the Tenant has been made aware in respect of the Premises or any property in or on it.

13.4 Exclusion of Landlord's liability

- (a) In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents, the Tenant acknowledges that all property which may be in or on the Premises will be at the sole risk of the Tenant and the Landlord will not be liable for any Claim that the Tenant or the Tenant's Employees or any Person claiming by, through or under the Tenant may incur or make or any which arises from:
- (i) any fault in the construction or state of repair of the Premises or any part of it; or
 - (ii) the collapse of the Premises irrespective of the cause; or
 - (iii) any defect in any Services; or
 - (iv) the flow, overflow, leakage, condensation or breakdown of any water, air-conditioning, gas, oil or other sources of energy or fuel, whether from the roof, walls, gutter, downpipes or other parts of the Premises.
- (b) In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents, the Tenant agrees that the Landlord will not be responsible for and releases the Landlord, the Crown and the Landlord's Agents from liability in respect of any:
- (i) Claim relating to any property of the Tenant or any other Person in or on the Premises or any part of it however occurring; or
 - (ii) death, damage or injury to any Person or property in on or under the Premises or on any land near it suffered as a direct consequence of the construction, operation, presence or maintenance of the Premises and including, without limitation, damage or injury to any person or property resulting from any collision with or the collapse of the Premises.

13.5 Indemnities

In the absence of any negligence or deliberate act or omission or material breach of this Lease by the Landlord or the Landlord's Agents and Officers and despite:

- (a) any Claims having resulted from anything which the Tenant may be authorised or obliged to do under this Lease; and/or
- (b) at any time any waiver or other indulgence having been given to the Tenant in respect of any obligation of the Tenant under this Clause,

the Tenant will indemnify and keep indemnified the Landlord, the Landlord's Agents and the Crown from and against all Claims for which any of them will or may be or become liable, during or after the Term, in respect of or arising from:

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- (i) any cause whatever in respect of damage or injury to the Premises, to any property or to any Person or the death of any Person inside or outside the Premises caused or contributed to by any neglect or default of the Tenant or the Tenant's Employees under this Lease or by the use of the Premises by the Tenant or by the Tenant's Employees including, without limitation, injury or death to any Person or property resulting from any collision with or collapse of the Premises;
- (ii) the negligent or careless use or neglect of the Services and facilities of the Premises by the Tenant or the Tenant's Employees or any other Person claiming through or under the Tenant or of any trespasser while such trespasser is in or on the Premises caused or contributed to by any default or negligent act or omission of the Tenant;
- (iii) overflow or leakage of water (including rain water) or from any Services whether originating inside or outside the Premises caused or contributed to by any act or omission on the part of the Tenant or the Tenant's Employees or other Person claiming through or under the Tenant;
- (iv) failure of the Tenant to give Notice to the Landlord of any defect in any of the mechanical or any other Services in the Premises within a reasonable time of the Tenant becoming aware of it; and
- (v) damage to plate, float and other glass caused or contributed to by any act or omission on the part of the Tenant or the Tenant's Employees.

14. PART 14 - DAMAGE AND DESTRUCTION

14.1 Tenant to reinstate Premises

If the Premises or any part of them are at any time damaged or destroyed by any disabling cause then the Tenant must expeditiously re-instate the Premises and make them fit for the occupation and use by the Tenant as if it was Proposed Work.

14.2 Obligation to reinstate is absolute

The Tenant's obligation under Clause 14.1 to reinstate the Premises applies irrespective of how the damage and destruction occurred and irrespective of whether any policy of insurance effected for the Premises is avoided or payment refused or reduced.

14.3 Rent and Rates and Taxes

The Tenant must continue to pay the Rent and the Rates and Taxes even if the Premises are destroyed or damaged subject to clause 14.4.

14.4 Rent Abatement

If the Premises are damaged or destroyed so as to render the Premises wholly or partially unfit for the occupation or use of the Tenant except to the extent that such damage or destruction is caused by the accidental, wrongful or negligent act or omission of the Tenant, the rent will abate in proportion to the extent to which the Tenant is inhibited from carrying on the use permitted by the Lease from the date upon which the destruction or damage occurs until the earlier of the date upon which it is repaired and the date of termination of the Lease.

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15. PART 15 - LANDLORD'S COVENANT

15.1 Quiet Enjoyment

If the Tenant pays the Rent and observes and performs in a timely fashion the covenants and conditions on its part contained in this Lease, the Tenant may occupy and enjoy the Land during the Term without any interruption by the Landlord or by any Person claiming through the Landlord except as provided in this Lease.

16. PART 16 - TERMINATION AND DEFAULT

16.1 Events of Default

The following are Events of Default:

- (a) if the Rent or any other money payable under this Lease is not paid within 30 days of the due date for payment whether legally demanded or not;
- (b) if the Tenant at any time fails to perform or observe any of its obligations under this Lease;
- (c) if the Tenant or the Guarantor are companies then if either the Tenant or the Guarantor:
 - (i) enter into any compromise or arrangement with any of its creditors or if an application is made to any court for an order summoning a meeting of creditors; or
 - (ii) has a receiver or receiver and manager or administrator or controller appointed of any of its assets; or
 - (iii) is wound up or dissolved or notice is given of intention to propose a resolution for winding up or an order is made or resolution passed or an application is made for winding up or dissolution; or
 - (iv) has a resolution passed by the directors that in their opinion the company can no longer continue its business; or
 - (v) calls a meeting of its creditors pursuant to the *Corporations Act 2001*; or
 - (vi) is placed under official management or if the members determine to convene a meeting of creditors for the purpose of placing the company under official management; or
 - (vii) has an inspector appointed pursuant to the *Australian Securities and Investments Commission Act 2001*; or
 - (viii) is unable to pay its debts as and when they fall due; or
 - (ix) makes an assignment for the benefit of or enters into an arrangement or composition or a moratorium whether formal or informal with its creditors or financiers; or
 - (x) has a provisional liquidator or a liquidator by any means appointed;

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- (d) if any execution exceeding ten thousand dollars is issued, levied or enforced against the Tenant or the Guarantor or on any of the assets of the Tenant or the Guarantor unless such execution is fully paid or satisfied within seven days from the date of the issue, levy or enforcement, or appropriate legal proceedings to invalidate the execution are taken within seven days of the issue, levy or enforcement; and
- (e) if the Tenant or the Guarantor is a natural person and becomes or is made bankrupt or makes any assignment of his estate or any part of it for the benefit of creditors or otherwise seeks relief under or takes advantage of any Law for the time being in force.

relating to bankruptcy or insolvent debtors or causes or permits his goods to be levied on or under any execution or other legal process.

16.2 Forfeiture of Lease

If an Event of Default occurs the Landlord may, without prejudice to any other Claim which the Landlord has or may have against the Tenant or any other Person at any time re-enter into and upon the Land or any part of it in the name of the whole and thereupon this Lease will be absolutely determined.

16.3 Re-entry

The right of re-entry for breach of any covenant or condition to which section 146(1) of the *Property Law Act 1958* applies must not be exercised until the expiration of 30 days after the Landlord has served on the Tenant the notice required pursuant to that section.

16.4 Landlord may rectify

If the Tenant is in default under this Lease and fails to commence to rectify that default within ~~21~~ 7 days of the Landlord notifying the Tenant in writing of that default and requiring its rectification or, having commenced, fails to expeditiously complete that rectification within a reasonable time, the Landlord may, but will not be obliged to, remedy at any time without further notice any default by the Tenant under this Lease. If the Landlord so elects all reasonable Costs incurred by the Landlord (including legal costs and expenses) in remedying the default will constitute a liquidated debt and must be paid by the Tenant to the Landlord on demand.

16.5 Waiver

- (a) The Landlord's failure to take advantage of any default or breach of covenant by the Tenant will not be or be construed as a waiver of it, nor will any custom or practice which may grow up between any of the Parties in the course of administering this Lease be construed to waive or to lessen the right of the Landlord to insist upon the timely performance or observance by the Tenant of any covenant or condition of this Lease or to exercise any rights given to the Landlord in respect of any such default;
- (b) A waiver by the Landlord of a particular breach is not deemed to be a waiver of the same or any other subsequent breach or default;
- (c) The demand by the Landlord for, or subsequent acceptance by or on behalf of the Landlord of, Rent or any other money payable under this Lease will not constitute a waiver of any earlier breach by the Tenant of any covenant or condition of this Lease, other than the failure of the Tenant to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Landlord's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

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16.6 Tender after determination

If the Landlord accepts money from the Tenant after the Landlord ends this Lease the Landlord may (in the absence of any express election of the Landlord) apply it:

- (a) first, on account of any Rent and other moneys accrued and due under this Lease but unpaid at the date the Lease is ended; and
- (b) secondly, on account of the Landlord's Costs of re-entry

16.7 Essential terms

The Landlord and the Tenant agree that each of the following covenants by the Tenant are essential terms of this Lease:-

- (a) to pay the Rent;
- (b) to keep the Premises open for use;
- (c) to carry on the Permitted Use;
- (d) to comply with Laws and Requirements;
- (e) subject to this Lease, to repair and maintain and, if necessary, reinstate or demolish the Tenant's Improvements;
- (f) not to assign this Lease or sub-let the Land or any part of it;
- (g) to take out and keep current those insurances required to be taken out by the Tenant;
- (h) to pay or reimburse Rates and Taxes.

16.8 Damages for Breach

The Tenant covenants to compensate the Landlord for any breach of an essential term of this Lease. The Landlord may recover damages from the Tenant for such breaches. The Landlord's entitlement under this Clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including to terminate this Lease).

16.9 Repudiation by Tenant

- (a) The Tenant covenants to compensate the Landlord for any loss or damage suffered by reason of the Tenant's conduct (whether acts or omissions):
 - (i) constituting a repudiation of this Lease or of the Tenant's obligations under this Lease; or
 - (ii) breaching any Lease covenants.
- (b) The Landlord may recover damages against the Tenant in respect of repudiation or breach of covenant for the loss or damage suffered by the Landlord during the entire term of this Lease.

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16.10 Acts by the Landlord not to constitute forfeiture

The Landlord's entitlement to recover damages shall not be affected or limited if any of the following events occur:-

- (a) the Tenant abandons or vacates the Land; or
- (b) the Landlord elects to re-enter the Land or to terminate the Lease; or
- (c) the Landlord accepts the Tenant's repudiation; or
- (d) the Parties' conduct (or that of any of their servants or agents) constitutes a surrender by operation of law.

16.11 Mitigation

Nothing in this Clause will operate to relieve the Landlord of any obligation which would otherwise apply to mitigate any loss or damage suffered by the Landlord.

17. PART 17 - DETERMINATION OF TERM

17.1 Tenant to yield up

When this Lease ends the Tenant at its Cost, if required by the Landlord must remove the Tenant's Improvements in a proper and workmanlike manner in compliance with the requirements of all Authorities and to the satisfaction of the Landlord. If the Landlord does not require the Tenant to remove the Tenant's Improvements those improvements that have not vested in the Landlord by operation of Law will revert to and become the absolute property of the Crown (except for the Tenant's trade fixtures, fittings and chattels) without any payment or compensation.

17.2 Tenant to continue pay rent etc

If the Tenant is required to remove the Tenant's Improvements the Tenant must continue to pay the Rent, the Rates and Taxes and all other money payable under this Lease until it has demolished and removed the Tenant's Improvements.

17.3 Tenant not to cause damage

- (a) The Tenant must not cause or contribute to any damage to the Land in the demolition and removal of the Tenant's Improvements.
- (b) If the Tenant causes any such damage in the demolition and removal of the Tenant's Improvements, the Tenant must make good any such damage and must leave the Land in a condition that is acceptable to the Landlord and all Authorities.
- (c) If the Tenant fails to do so within a reasonable time, the Landlord may make good any such damage at the Cost of and as agent for the Tenant and recover from the Tenant the reasonable cost to the Landlord of doing so as a liquidated debt payable on demand.

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17.4 Failure by Tenant to remove the Tenant's Improvements

If the Tenant fails to remove the Tenant's Improvements in accordance with this Clause or if the Landlord re-enters the Land, the Landlord at the Landlord's option (without prejudice to any action or other remedy which the Landlord has) may:

- (a) demolish and remove the Tenant's Improvements; and
- (b) without being guilty of any manner of trespass, cause any of the Tenant's property to be removed and stored in such manner as is reasonable at the risk and at the Cost of Tenant and/or at the option of the Landlord sell it as the attorney of the Tenant and appropriate the proceeds of sale in payment of any Rent or other money owing by the Tenant to the Landlord and pay any residue without interest to the Tenant; or
- (c) treat the Tenant's property as if the Tenant had abandoned its interest in it and it had become the property of the Landlord, and deal with it in such manner as the Landlord thinks fit without being liable in any way to account to the Tenant for them.

17.5 Tenant to indemnify and pay Landlord's Costs

The Tenant must:

- (a) indemnify and keep indemnified the Landlord in respect of the reasonable cost of the removal and storage of the Tenant's property, the cost of demolishing and removing the Tenant's Improvements that the Tenant was required to remove and also in respect of all Claims which the Landlord may suffer or incur at the suit of any Person (other than the Tenant) claiming an interest in the Premises or the Tenant's property by reason of the Landlord acting in any manner permitted in this Clause; and
- (b) pay to the Landlord as a liquidated debt payable on demand any reasonable Costs incurred by the Landlord in exercising its rights pursuant to this Clause, including any excess of Costs over moneys received in disposal of the Tenant's property pursuant to the Landlord's rights contained in Clause 17.4 except to the extent caused by any negligent act or omission of the Landlord.

17.6 Condition at Termination

At the end of this Lease the Tenant must return the Premises to the Landlord in the condition required by this Lease.

17.7 Earlier breaches

The ending of this Lease does not prejudice or affect any rights or remedies of the Landlord against the Tenant in respect of any earlier breach by the Tenant of any Lease covenants and conditions.

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6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG
SHARP)
(CHIEF EXECUTIVE OFFICER, MARK
HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrawonga Holiday Park Lease

18. PART 18 – MISCELLANEOUS

18.1 Notices

- (a) Any Notice served or given by either Party pursuant to this Lease will be valid and effectual if signed by either Party or by any director, alternate director, secretary, executive officer, attorney, managing agent, Authorised Officer or solicitors for the time being of that Party or any other Person nominated from time to time by that Party.
- (b) Each Party must immediately provide the other Party with a Notice containing full particulars of the address and facsimile information of the Party giving the Notice and must update such notice in the event of any change.
- (c) Any Notice required to be served or which the Landlord may elect to serve on the Tenant shall be sufficiently served if:
- (i) served personally
 - (ii) sent by facsimile or electronic transmission
 - (iii) forwarded by prepaid security post to the Tenant at its address in this Lease.
- (d) Any Notice required to be served on the Landlord shall be sufficiently served if:
- (i) served personally
 - (ii) sent by facsimile or electronic transmission
 - (iii) forwarded by prepaid security post addressed to the Landlord to the Name and Notice Address.
- All such Notices must be addressed to the Landlord at that address or at such other address as the Landlord from time to time nominates.
- (e) Any Notice is deemed to have been duly served if given:-
- (i) by post, two Business Days after the day it was posted;
 - (ii) by facsimile, at the time of transmission to the Party's facsimile number unless the time of dispatch is later than 5.00 p.m. at the place to which the facsimile transmission is sent in which case it shall be deemed to have been received at the commencement of business on the next Business Day in that place. A copy of any Notice sent by facsimile transmission must also on the date of dispatch be sent by mail to the Party to whom it was sent by facsimile transmission;
 - (iii) personally, on the date of service.

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ATTACHMENT No [1] - Draft - Yarrowonga Holiday Park Lease

18.2 Overholding

If the Tenant continues in occupation of the Land after the Term has expired without objection by the Landlord:

- (a) the Tenant will be deemed a tenant on the terms of this Lease from month to month for a period not exceeding the period permitted by the Act (if any) at a rent to be agreed and failing agreement at a rent to be determined by a qualified valuer acting as an expert and not as an arbitrator and his costs must be paid equally by the Parties;
- (b) either Party may end the Lease by giving to the other Party at any time one month's Notice.

18.3 Set-Off

If the Tenant defaults in the payment of the Rent, the Rates and Taxes or any other money payable under this Lease to the Landlord or any Authority, the Landlord may set-off that amount against any moneys which may from time to time be payable by the Landlord to the Tenant on any account whatsoever but any set-off will not relieve the Tenant from its default for any non-payment of the Rent, the Rates and Taxes or other moneys under this Lease.

18.4 Easements

The Landlord may grant rights of support and enter into any arrangement or agreement with any party with an interest in any adjacent land or with any Authority as the Landlord thinks fit for the purpose of:

- (a) public or private access to the Land; or
- (b) support structures erected on adjoining land;
- (c) the provision of Services.

The Landlord must not exercise any rights under this Clause if it substantially and permanently derogates from the enjoyment of the rights of the Tenant under this Lease.

18.5 Guarantee

If a Guarantee and Indemnity is annexed to this Lease, the Tenant must on the same date as the execution of this Lease procure its execution by the Guarantors named in it and deliver the executed Guarantee and Indemnity to the Landlord. If that Landlord elects, this Lease will not take effect until the Guarantee and Indemnity has been properly executed by the Guarantors and delivered to the Landlord.

18.6 Waiver

No waiver by one Party of a breach by or on behalf of the other Party of any obligation, provision or condition of this Lease expressed or implied shall operate as a waiver to or of any other breach of the same or any other obligation, provision or condition of this Lease expressed or implied.

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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

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~~19. PART 19 – FURTHER TERM~~

~~19.1 Option for new lease~~

~~The Landlord must grant the Tenant and the Tenant must take a new lease for the next Further Term if:~~

- ~~(a) the Tenant gives the Landlord a renewal Notice not more than twelve six months or less than three months before the Term expires;~~
- ~~(b) there is no unremedied default of which the Landlord has given the Tenant written notice;~~
- ~~(c) the Tenant has not persistently defaulted under this Lease throughout its Term and the Landlord has not given the Tenant Notices of the defaults; and~~
- ~~(d) the Tenant does not default under this Lease after giving the Landlord the renewal Notice.~~

~~19.2 Terms of new lease~~

~~The new lease will:~~

- ~~(a) commence on the day after the Term expires;~~
- ~~(b) be at an initial annual Rent from the commencement of the Further Term determined in the manner set out in this Lease and the Second Schedule; and~~

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~~(c) be on the terms and conditions contained in this Lease including any provision for the review of Rent but not including any provision for renewal if there are no Further Terms.~~

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~~19.3 Execution of extension of lease~~

~~The Landlord and the Tenant, at the Landlord's option, must execute either a new lease or an extension of lease to be prepared at the direction of the Landlord and at the Tenant's Cost.~~

~~19.4 Guarantor to execute extension of lease or guarantee~~

~~(a) If the Tenant is a corporation, then the Tenant must procure the Guarantor to execute a guarantee of the Tenant's obligations under the new lease.~~

~~(b) The Landlord does not have to grant the new lease if the Tenant does not procure the Guarantor to execute the guarantee in accordance with the preceding sub-Clause.~~

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20. PART 20 – BANK GUARANTEE

20.1 Tenant to provide Bank Guarantee

If asked to do so by the Landlord, in order to secure the performance of the obligations of the Tenant under this Lease the Tenant must procure in favour of the Landlord a Bank Guarantee for the Guaranteed Sum. The following provisions apply to the Bank Guarantee:-

- (a) The Bank Guarantee will remain in force until the bank is notified in writing by the Landlord that it is no longer required.
- (b) The Bank Guarantee must be provided to the Landlord and come into effect on the Commencement Date;
- (c) If the Tenant is in breach of or fails to perform its obligations under this Lease the Landlord may, without prejudice to all other rights and remedies available to it, draw down the whole or any part of the Bank Guarantee and apply the proceeds drawn down to remedy or assist in remedying and to compensate the Landlord for that default and to assist the Landlord in exercising any or all of the Landlord's rights and remedies under this Lease;
- (d) If the Landlord is entitled to exercise any rights and remedies under this Lease the whole of the Bank Guarantee or such of it remaining may be drawn down and the amount deposited in an interest bearing bank account in the name and under the control of the Landlord and the amount together with interest applied to remedy or assist in remedying the default and to compensate the Landlord for the reasonable loss, cost, expense and damage resultant upon the Tenant's default and the Landlord having to exercise its rights and remedies and to assist in the exercise of any rights and remedies under this Lease;
- (e) The Bank Guarantee must require the bank to pay to the Landlord the Guaranteed Sum or such part of the Guaranteed Sum which has not already been paid to the Landlord without any form of deduction, counterclaim or set off whatsoever on receipt by the bank of a copy of a notice of default certified by or on behalf of the Landlord or its solicitors and without reference or regard to the Tenant or any

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communication or direction given by the Tenant to the bank to the contrary. The bank must have no responsibility to investigate the entitlement of the Landlord to terminate or seek specific performance of this Lease or demand the payment of any money under this Lease.

20.2 Return of Bank Guarantee

The Landlord must return the Bank Guarantee to the Tenant when this Lease comes to an end and the Tenant has no outstanding obligations under this Lease or liability or potential liability in damages for any breach or non-performance of any obligations under this Lease.

20.3 Assignment or sale does not affect guarantee

The Landlord will not be deemed to have waived or relinquished any right under the Bank Guarantee if the Tenant assigns this Lease. If that occurs, the Bank Guarantee will remain in full force and effect as if it had been provided by the assignee and it will be read accordingly. The Landlord may, as a condition of assignment, require the assignee to provide an equivalent replacement Bank Guarantee and if that occurs, the Landlord must return the Bank Guarantee provided by the Tenant assigning this Lease.

EXECUTED as a deed.

EXECUTED by [Mark Henderson, Chief)
Executive Officer, Moira Shire Council])
in the presence of:)

..... [*]
Witness

.....
Name of Witness (print)

THE COMMON SEAL of [Yarrawonga)
Holiday Park Inc.] is affixed in accordance)
with its constitution in the presence of:)

..... Secretary/Director Director

..... Name of Secretary/Director (print) Name of Director (print)

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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

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MINISTERIAL ATTESTATION

Under Section 17D(4)(c) of the *Crown Land (Reserves) Act 1978* I (*Greg Pell, Program Manager, Public Land Administration – Goulburn*) in the Department of Environment and Primary Industries as delegate of the Minister for Environment and Climate Change hereby approve the covenants, exceptions, reservations and conditions contained therein.

(Signature)

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(PROJECTS CONTRACTOR, DOUG SHARP)
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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrowonga Holiday Park Lease

SCHEDULE 1

1	LANDLORD:	Moira Shire Council Station Street Cobram VIC 3643 ABN: 20538141700
2	TENANT:	Yarrowonga Holiday Park Inc. PO Box 115 Yarrowonga Vic 3730
3	LAND:	As defined in the Map annexed to the lease.
4	COMMENCEMENT DATE:	1 st November 2015
5	TERM:	21 years Cobram VIC 3643 ABN: 20538141700
6	RENT:	\$220,000.00 per annum payable quarterly in advance on the first day of each month during the Term Yarrowonga Holiday Park Inc. Yarrowonga Vic 3730
7	PERMITTED USE:	Caravan and Camping Park, and associated kiosk, manager's residence and recreational area
8	FURTHER TERM:	Nil
9	GUARANTEED SUM:	Nil
10	REVIEW DATE(S):	CPI Rent Review The Rent shall be revised on the Rent Review Dates in accordance with the Schedule Two throughout the term of the lease other than those specified as Market Rent Review dates, the rent shall be reviewed as per the CPI Rent Review formula specified in Schedule 2.
7	PERMITTED USE:	Caravan and Camping Park, and associated kiosk, manager's residence and recreational area
8	FURTHER TERM:	Nil
9	GUARANTEED SUM:	Nil
10	REVIEW DATE(S):	Market Rent Review On the third anniversary of the commencement date and then every five years thereafter throughout the term of the lease, the rent shall be reviewed as per the Market Rent Review process specified in Schedule 2.

Yarrowonga Holiday Park Lease

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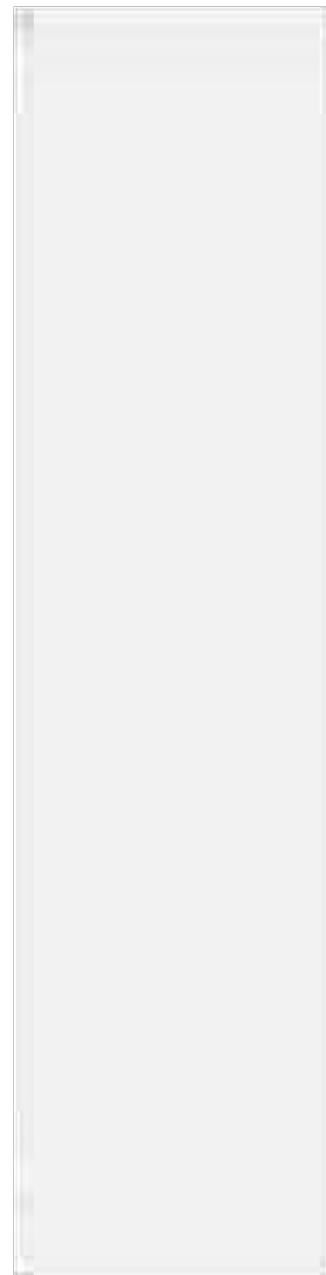
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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

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11	NAME AND NOTICE ADDRESS:	Landlord: Moirra Shire Council PO Box 578 Cobram VIC 3643 Tenant: Yarrawonga Holiday Park Inc.
12	INSURED SUM:	\$20 million per single event or such other sum as may reasonably be required by the Landlord
13	RESERVATION:	To be determined
14	PAYMENT ADDRESS:	The address of the Landlord is set out in Schedule 11
15	LANDLORD'S IMPROVEMENTS:	The buildings and improvements listed in Appendix 2
16	TENANT'S IMPROVEMENTS:	The buildings and improvements listed in Appendix 3 and furnishings and fixtures and any other improvements installed by the Tenant during the Term pursuant to Further Obligation 14
17	SPECIAL CONDITIONS	If the Permitted Use specified in Item 7 is "caravan park", the Tenant is required to comply with the additional terms and conditions specified in Schedules 3, and 4 and 5 of this Lease.

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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

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**SCHEDULE 2
(RENT REVIEW)**

1. CPI Rent Review

1.1 In this clause 1:

CPI means the Consumer Price Index – All Groups Melbourne or if this index is not available or is discontinued or suspended, such other index that represents the rise in the cost of living in Melbourne, as the Landlord reasonably determines;

CPI Adjustment Date means the date(s) (if any) described in Item 10 of Schedule 1.

Current CPI means the CPI number for the quarter ending immediately prior to the CPI Adjustment Date; and

Previous CPI means the CPI number for the quarter ending immediately prior to the last date that the Rent was reviewed, adjusted or increased.

1.2 If a CPI Adjustment Date is specified in Item 10 of Schedule 1, the Rent on the CPI Adjustment Date will be adjusted to an amount equal to the Rent payable immediately prior to the CPI Adjustment Date multiplied by the Current CPI and divided by the Previous CPI in accordance with the following formula:

$$R = (A \times B) \div C$$

Where:

R = the Rent payable for the following 12 month period commencing on the relevant Review Date;

A = THE Rent Payable during the 12 month period just ended;

B = the Current CPI; and

C = the Previous CPI

1.3 On the next due date for the payment of the Rent, after the Tenant receives notice of the adjusted Rent for the Landlord, the Landlord and the Tenant must make any necessary adjustment to apply on and from the CPI Adjustment Date.

2. Market Rent Review

2.1 If a Market Review is specified at the relevant Review Date in Item 10 of Schedule 1, then the Landlord may review the annual rent on such Review Date as set out in clauses 2.2 to 2.8 below.

2.2 Any market review for rent is to recognise the quantum of capital works contribution by the tenant, as provided for in Schedule 5 Special Condition 2.5.

2.3 Not earlier than three months before the Review Date and not later than sixty days after the Review Date the Landlord must give the Tenant notice of the new rental it proposes be paid by the Tenant during that period or part thereof.

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- 2.4 Time shall not be of the essence in respect of the Landlord's rent review notice and any delay by the Landlord in giving notice will not affect the Landlord's rights.
- 2.5 Within twenty eight days of being notified in writing of the proposed new rent the Tenant may give to the Landlord written notice of objection to the proposed new rent and within a further thirty days from the notice of objection supply the Landlord with a rent valuation from a qualified valuer. If no notice of objection is given or if notice is given and no rent valuation is supplied the new rent will be the new rent as proposed in the Landlord's notice.
- 2.6 If within thirty days from the lodgment with the Landlord of the Tenant's rent valuation the Landlord and the Tenant are unable to agree on the new rent and a conference of the Landlord's and Tenant's valuer has failed to result in agreement on the rent the new rent shall be determined by a valuer nominated by the President for the time being of the Australian Property Institute (the **nominated valuer**) who in making a determination, must accept representations from either Party received within twenty one days of the appointment.
- 2.7 The decision of the nominated valuer will be final and binding and the nominated Valuer's costs and fees must be paid by the parties equally.
- 2.8 Until the new rent is agreed or determined the Tenant must pay rent at the rate applicable immediately prior to the date fixed for review until such time as the new rent is determined.
- 2.9 After the new rent is determined the Tenant must pay the difference if any between the amount of the new rent paid since the date fixed for review.
- 2.10 In determining a new rent for the Premises the nominated valuer must as nearly as possible determine the open market rent value on the date when that rent is to apply for the Premises having regard to the following matters:
- (a) act as an expert and not as an arbitrator and his decision will be final and binding on the parties;
 - (b) there is a reasonable period within which to negotiate the new rent having regard to the nature of the property and the state of the market;
 - (c) the Landlord and the Tenant are well acquainted with the Premises and aware of any factors which might affect its value.
 - (d) The length of the Term and the period between rent reviews.
 - (e) The terms and obligations of the Lease.
 - (f) The Permitted Use.
 - (g) The rental of comparable premises
 - (h) Rents paid to the Tenant under any sub leases or licences

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but must disregard the value of any improvements on the Land regardless of who owns those improvements.

- 2.11 The Tenant must furnish to the Landlord within 90 days of the end of the financial year of the year in which a review of rental is to be undertaken, financial reports and Trading, Profit and Loss Statements for the last 3 years (including the current year. The Landlord must not communicate to any person (other than the valuer for the purpose of establishing the market rental value) any financial information of the Tenant's business except with the Tenant's prior written consent.

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SCHEDULE 3

FURTHER OBLIGATIONS

FURTHER OBLIGATIONS - CARAVAN PARKS

1. ADDITIONAL DEFINITIONS

“Caravan” means a registrable movable dwelling.

“Caravan park” means a caravan park (that is, land, including a camping ground, on which caravans, or caravans and other movable dwellings, have been, are or are to be placed) that is located on Crown land and is used solely for the purpose of tourism and recreation and which is located on the land which is the subject of this Lease.

“Defined season” means a period of time specified in the Management Plan to be an off-peak season, shoulder season or peak season for the park.

“Existing permit holder” means a person occupying a site prior to the Commencement Date with the permission of the Landlord or the previous Tenant.

“Guidelines” means the Best Practice Management Guidelines for Committees of Management Managing Caravan Parks and Camping Parks on Crown Land, Department of Sustainability and Environment, 2011,

“Main residence” means a permanent place of residence.

“Management Plan” means a detailed park management plan developed by the Landlord and endorsed by the Minister that addresses any matters specified by the Landlord or the Minister and the Guidelines specified below which may be amended by the Landlord in its absolute discretion from time to time:

- Strategies to implement the policy directions contained in Appendix 10 to the Guidelines – Policy Statement - Improving Equity and Access to Crown land Caravan and Camping Parks ;
- Appendix 7 to the Guidelines - *Financial Management Planning*; and
- Appendix 9 to the Guidelines *Park Management Plan Template*.

“Movable Dwelling” means a dwelling that is designed to be movable, but does not include a dwelling that cannot be situated at and removed from a place within 24 hours.

“Permit” means a permit issued by the Tenant to the permit holder for the purposes of using a site in the caravan park for holiday accommodation for a specified period of time. A permit may be one of the following types:

- (a) Permits for a term of twelve months (“Twelve month permits”) to allow a movable dwelling, caravan and annex, or tent, to be installed on a site for the term of the permit and used by the existing permit holder for no more than 59 consecutive nights during the term of the permit and a maximum total of 180 nights during the term of the permit.

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- (b) Permits for a defined season ("Seasonal permits") to allow a movable dwelling, caravan and annex, or tent, to be installed on a site for the term of the permit, and used by the existing permit holder for no more than 59 consecutive nights during the term of the permit and a maximum total 180 nights during the term of the permit.
- (c) Permits for a limited number of days ("Short stay permits") to allow a movable dwelling, caravan and annex, or tent, to be installed for a the term of the permit, and used by the existing permit holder without limitation during the term of the permit.

"Permit holder" means a person who has been granted a permit by the Tenant for the purposes of using a site in the caravan park for holiday accommodation for a specified period of time.

"Registrable movable dwelling" means a movable dwelling that is or has been registered or is required to be registered under the *Road Safety Act 1986*.

"Site" means a site within the caravan park for use by a caravan, movable dwelling, or tent.

"Site holder agreement" means an agreement between the Tenant and the permit holder detailing the respective rights and responsibilities of the Tenant and permit holder.

"Unregistrable Movable Dwelling" means a movable dwelling that –

- (a) is constructed on a chassis or in prefabricated sections; and
- (b) once installed, is a freestanding dwelling with solid walls and roof; and
- (c) is not a registrable movable dwelling.

2. PARK PERMIT SYSTEM

- 2.1 As and from the commencement date, the Tenant must have in operation a fair and transparent permit system governing the occupancy of sites in the caravan park (the "Park Permit System").
- 2.2 The Park Permit System must provide for an appropriate mix of permits that reflect the structure of the caravan park, pursuant to item 5.1 of this Schedule. Permits may include:
 - (a) Twelve month permits;
 - (b) Seasonal permits ; and
 - (c) Short stay permits.
- 2.3 The Park Permit System must provide:
 - (a) fair and transparent procedures for bookings and cancellations of bookings; and
 - (b) fair and transparent procedures for allocation of permits.

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3. ALLOCATION OF TWELVE MONTH PERMITS

- 3.1 As soon as practicable after receiving an application for a twelve month permit the Tenant must:
- (a) provide the permit applicant with a copy of Appendix 4 to the Guidelines "Standard Site Holder Agreement"; and
 - (b) provide the permit applicant with a copy of Appendix 5 of the Guidelines "Notice to Permit Holders Template"; and
 - (c) inform the permit applicant in writing that there is no guarantee that a twelve month permit will be issued and that the Tenant has not made any representation to that effect; and
 - (d) inform the permit applicant in writing that there is no guarantee that a twelve month permit will be renewed after the twelve month period.
 - (e) A twelve month permit must not be granted by the Tenant unless and until the permit applicant and the Tenant have executed and exchanged a copy of the Site Holder Agreement specified in item 3.1(a) of this Schedule.

4. TRANSFER OF PERMITS

- 4.1 The parties acknowledge that a permit issued by the Tenant cannot be transferred from the permit holder to another person, except in the case of the permit holder's death or permanent incapacity, in which case the Tenant may, acting reasonably, consent to the transfer of the issued permit to the permit holder's spouse, de facto partner or child.

5. ACCOMMODATION MIX

- 5.1 As and from the second anniversary of the Commencement Date, or on the date specified in the Management Plan, whichever is the later, the Tenant must ensure that an appropriate mix of accommodation types is provided in the caravan park in accordance with the Management Plan.
- 5.2 The Tenant must collect evidence of demand for different types of sites within the caravan park, and to provide that evidence as reasonably requested by the Landlord.
- 5.3 In determining what constitutes an appropriate mix of accommodation types the Tenant will consider the following matters:
- (a) evidence of demand for different types of sites;
 - (b) physical constraints within the park that limit particular types of sites;
 - (c) avoidance of environmental degradation; and
 - (d) accommodation mix and price structure to cover caravan park management costs.

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~~5.4 The Tenant must ensure that no more than 3.5 2-5-15 percent of sites in the caravan park are designated for the installation of cabins, without the approval of the Landlord.~~

5.5 The Tenant must not permit any other person to install a cabin in the caravan park.

5.6 The Tenant may install a cabin in the caravan park for the private use of the Tenant or park manager or for a use that is consistent with the Lease, subject to any relevant laws, and with the approval of the Landlord.

6. CARAVANS OR MOVABLE DWELLINGS MUST BE REGISTERED

6.1 As and from the Commencement Date, the Tenant must ensure that no person brings a caravan or movable dwelling into the caravan park for the purpose of occupying a site unless the Tenant has obtained written evidence that the caravan or movable dwelling is registered under the *Road Safety Act 1986*, or the equivalent legislation in another State or Territory.

6.2 The Tenant must not grant a Twelve month permit to a permit applicant unless the permit applicant provides written evidence that any caravan or movable dwelling proposed to occupy a site under a Twelve month permit has been certified as registrable and roadworthy pursuant to the *Road Safety Act 1986*, or the equivalent legislation in another State or Territory, within the preceding five years.

6.3 For the avoidance of doubt, items 6.1 and 6.2 of this Schedule do not apply to caravans and movable dwellings that occupy a site in the caravan park prior to the Commencement Date.

6.4 Where a caravan or moveable dwelling specified under item 6.3 has been removed from the caravan park following the Commencement Date, item 6.1 will apply to the caravan or moveable dwelling.

6.5 Where a caravan or moveable dwelling specified under 6.3 has been removed from the caravan park following the Commencement Date, and the Twelve month permit has lapsed, items 6.1 and 6.2 will apply to the caravan or moveable dwelling.

6.6 The Tenant must take reasonable steps to inform existing permit holders of the effect of items 6.1 to 6.5, prior to the removal of a caravan or movable dwelling belonging to an existing permit holder from the caravan park.

6.7 As and from the Commencement Date, the Tenant must ensure that no person installs an unregistrable movable dwelling in the caravan park for the purpose of occupying a site.

6.8 For the avoidance of doubt, item 6.7 of this Schedule does not apply to unregistrable movable dwellings that occupy a site in the caravan park prior to the Commencement Date.

6.9 Where an unregistrable movable dwelling specified under item 6.8 has been removed from the caravan park following the Commencement Date, item 6.7 will apply to the unregistrable moveable dwelling.

6.10 The Tenant must take reasonable steps to inform existing permit holders of the effect of items 6.7 to 6.9, prior to the removal of an unregistrable movable dwelling belonging to an existing permit holder from the caravan park.

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(PROJECTS CONTRACTOR, DOUG
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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

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- 6.11 The Tenant may install an unregistrable movable dwelling in the caravan park for the private use of the Tenant or the Tenant's staff or for a use that is consistent with the Lease, subject to any relevant laws and with the approval of the Landlord.
- 7. SALE AND PURCHASE OF ON-SITE CARAVANS AND MOVABLE DWELLINGS**
- 7.1 As and from the second anniversary of the Commencement Date, the Tenant must ensure that caravans and movable dwellings are not sold on-site within the caravan park without the Tenant's consent.
- 7.2 When making a decision in response to a request from a permit holder to allow an on-site sale within the caravan park, the Tenant must:
- (a) reasonably consider the request and any information relevant to the proposed sale; and
 - (b) comply with any relevant legislation, departmental policies, guidelines and caravan park rules.
- 7.3 Should the Tenant consent to an on-site sale within the caravan park, the Tenant must follow the process for managing on-site sales specified in Appendix 10 of the Guidelines.
- 7.4 Should the Tenant consent to an on-site sale within the caravan park, the Tenant must, as soon as practicable after providing its consent to the proposed sale, provide the permit holder and proposed purchaser with a copy of the Guidelines: "*Notice to Prospective Buyers Template*".
- 7.5 The Tenant must not transfer an existing permit to the purchaser of a caravan or movable dwelling sold on-site within the caravan park.
- 7.6 For the avoidance of doubt, the Tenant must advise a purchaser of a caravan or movable dwelling within the caravan park that it must apply for a new permit immediately following the sale and comply with any requirements of the Park Permit System specified under item 2 of this Schedule.
- 7.7 Notwithstanding items 7.1 to 7.6 of this Schedule, as and from the second anniversary of the Commencement Date, the Tenant must not approve the sale of a caravan or movable dwelling on-site in the caravan park unless it has been provided with written evidence that the caravan or movable dwelling is registered under the *Road Safety Act 1986*, or equivalent legislation in another State or Territory.

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8. UNAUTHORISED OCCUPATION

8.1 The Tenant must take reasonable steps to inform permit holders that sites in the caravan park must not be occupied by any person other than a permit holder.

9. EXISTING PERMIT HOLDERS

9.1 As soon as is practicable after the Commencement Date the Tenant must:

- (a) identify whether there are existing permit holders occupying sites in the caravan park who may have an expectation of a residency right under the *Residential Tenancies Act 1997*;
- (b) inform existing permit holders, who are not identified under item 9.1(a), in writing that they may not occupy a site in the caravan park as a main residence for the purposes of the *Residential Tenancies Act 1997*; and
- (c) provide all existing permit holders with a copy of Appendix 5 to the Guidelines: "*Notice to Permit Holders Template*"

9.2 As soon as is practicable after the Commencement Date the Tenant must report to the Landlord and the Minister the following information regarding the existing permit holders identified under item 9.1(a):

- (a) the number of sites occupied by those existing permit holders;
- (b) the length of time each of those existing permit holders has occupied a site; and
- (c) any existing agreements between those existing permit holders and the Landlord or any previous Tenant.

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SCHEDULE 4

FURTHER OBLIGATIONS - GENERAL CONDITIONS

1 Definitions

The following definitions are incorporated into this Lease:

Bookings mean the contracts and commitments for the provision of accommodation in the Premises or the use of the Premises.

Bookings Material means the records, correspondence and receipts evidencing the Bookings.

Business means the business operated by the Tenant from the Premises.

Caravan Park Regulations means the *Residential Tenancies (Caravan Park and Moveable Dwellings (Registration Standards) Regulations 1999* or any replacement regulations.

Compliance Audit means an audit carried out under clause 10 of this Schedule 3.

Compliance Audit Report means a written report prepared by the auditor appointed under clause 10.2 of this Schedule 3.

OHS Act means the *Occupational Health and Safety Act 2004* (Vic).

OHS Law means the OHS Act, the OHS Regulations, and any other occupational health and safety law, regulation or by-law that applies to work being carried out on the Premises.

OHS Regulations means the *Occupational Health and Safety Regulations 2007* (Vic).

Outgoing Tenant means Yarrawonga Holiday Park Inc., who operated the caravan park business on the Premises immediately prior to the Commencement Date of the initial Term of this Lease.

Outgoing Tenant's Assets means the cabins, plant, equipment machinery, furniture, computer hardware, spare parts, tools and office supplies listed in Appendix Three.

Landlord's Assets means those items listed in Appendix Two.

Maintenance Audit means an audit carried out under clause 9.1 of this Schedule 4.

Maintenance Audit Date means the date being 6 months prior to each Market Rent Review.

Maintenance Audit Report means a written report prepared by the auditor appointed under clause 9.1 of this Schedule 4.

Maintenance Program means the maintenance program attached as Appendix Six.

Minister means the Minister for Environment and Climate Change.

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Performance Criteria means the performance criteria set out in Appendix Four.

Principal Contractor means the position of principal contractor referred to in Chapter 5 of the OHS Regulations.

Records means originals and copies, in machine readable or printed form, of all books, files, reports, records, correspondence, documents and other material of or relating to or used in connection with the Business including:

- (a) all bookings, sales and purchasing records;
- (b) lists of all regular suppliers and customers; and
- (c) Bookings Materials.

Retail Act means the *Retail Leases Act (2003) Vic.*

Year means:

- (a) for the first year, the period from the Commencement Date to the following 30 June, or the last day of this lease (whichever is the earlier);
- (b) for each subsequent year, the period from 1 July to 30 June; and
- (c) for the last year, the period from 30 June to the last day of this lease, or such other 12 month period determined by the Landlord.

2 Variations to Lease

The Lease is varied in the following manner:

- 2.1 the definition of **Law** in clause 1.1 of the Lease is amended by including the words 'including but not limited to the *Residential Tenancies Act 1997*, the *Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulation 2010*, the *Health Act 1958*, the *Occupational Health & Safety Act 2004*, and the *Planning & Environment Act 1987*;
- 2.2 the definition of **Premises** in clause 1.1 of the Lease is amended by including the words 'and the Landlord's Assets'; and
- 2.3 clause 7(a) is amended to read: 'the negotiation and execution of the Lease following the completion of the expression of interest process'.

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3. Local Government Act 1989

Where applicable, the grant of this Lease is subject to the Landlord giving notice of its intention to grant this Lease and resolving to grant this Lease pursuant to the requirements of the *Local Government Act 1989*.

4. Retail Act does not apply

The parties acknowledge that:

- 4.1 the Term of this Lease is greater than 15 years;
- 4.2 this Lease requires the Tenant to carry out substantial works on the Premises which involve the building, installation, repair or maintenance of the following (see clause 14 of this Schedule 4):
 - 4.2.1 the structure of, or fixtures in, the Premises; or
 - 4.2.2 the plant or equipment in the Premises; or
 - 4.2.3 the appliances, fittings, or fixtures relating to the gas, electricity, water, drainage or other services; and
- 4.3 accordingly, by virtue of the Ministerial Determination made by the Minister for Small Business on 23 August 2004 pursuant to section 5(1)(c) of the Retail Act, this Lease is exempt from the operation of the Retail Act.

5. Stamp duty

- 5.1 The Tenant is responsible for, and must pay, any stamp duty payable in connection with this document or otherwise relating to the lease of the Premises from the Landlord to the Tenant (including penalties and fees).
- 5.2 The Tenant must submit this Lease to the State Revenue Office for assessment as to any duty payable on this Lease within 14 days after the Commencement Date.
- 5.3 The Tenant must provide to the Landlord within 14 days after the Lease has been stamped, and in any event, no later than 90 days after the Commencement Date, evidence that:
 - 5.3.1 the Lease has been stamped (regardless of whether it is stamped dutiable or non-dutiable); and
 - 5.3.2 any duty payable on this Lease has been paid by the Tenant to the State Revenue Office within the timeframe specified in the *Duties Act 2000*

6. State Government Policy

- 6.1 The Tenant:
 - 6.1.1 acknowledges that this Lease is granted in accordance with the leasing principles set out in the Victoria State Government Leasing Policy for Crown Land in Victoria (2010) (**Leasing Policy**), which include:

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- (a) to provide benefits to the public through leasing Crown land;
- (b) to ensure consistency and transparency in leasing; and
- (c) to manage leased Crown land in an ecologically sustainable manner; and
- 6.1.2 must ensure that the Tenant occupies the Premises and manages the Business in an ecologically sustainable manner in accordance with the Leasing Policy (as amended from time to time).
- 6.2 The Tenant must comply with and implement the Victorian State Government policy for Improving Equity of Access to Crown Land Caravan and Camping Parks (2011) (**Policy**) and Best Practice Guidelines (2012) (**Guideline**). A copy of the Policy and the Guideline are attached as Appendix 5 to this Lease.
- 7. Moneys received in relation to Prior Tenant's debts**
- If after the Commencement Date the Tenant receives any payment of a debt due to the Outgoing Tenant as at the Commencement Date, as notified in any list of pre-existing debts provided by the Landlord to the Tenant, then the Tenant must promptly pass payment onto the Outgoing Tenant.
- 8. Building repairs and maintenance**
- 8.1 The Tenant acknowledges and agrees that, except to the extent required under any express term of this Lease:
- 8.1.1 the Landlord has no responsibility to carry out any repairs, maintenance or other works (whether capital or structural) in respect of any buildings or improvements on the Land or to construct any capital improvements on the Land;
- 8.1.2 the Tenant is responsible for all repairs, maintenance and other works to any buildings, improvements or services on the Land (including repairs or maintenance of a capital or structural nature) and repairs, maintenance and works required in order for any such buildings or improvements to comply with all applicable laws; and
- 8.1.3 the Landlord is not responsible for providing or maintaining any services to the Premises.
- 8.2 Without limiting clause 11.3 of this Lease, the Tenant must, at its own expense, carry out the works specified in Appendix 6 Tenant's Maintenance Responsibilities.
- 9. Maintenance Audit**
- 9.1 The Tenant must:
- 9.1.1 by no later than each Maintenance Audit Date, appoint at its own cost an appropriately qualified person approved by the Landlord to conduct a

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Maintenance Audit to confirm that Tenant has complied with its maintenance and repair obligations under this Lease;

9.1.2 deliver a Maintenance Audit Report which details the findings and recommendations of the auditor appointed under clause 9.1 of this Schedule 4 to the Landlord no later than 3 months after each Maintenance Audit Date; and

9.1.3 carry out all works specified in the Maintenance Audit Report within the 3 month period after obtaining a Maintenance Audit Report, or such other period as agreed to in writing by the Landlord, provided that such work must be completed prior to the next Maintenance Audit Date.

9.2 If the Tenant does not procure completion of the Maintenance Audit in accordance with clause 9.1 of this Schedule, the Landlord may enter the Premises for the purposes of carrying out the Maintenance Audit at any reasonable time after giving the Tenant reasonable notice, and must deliver a copy of the Maintenance Audit to the Tenant as soon as practicable after completion. The cost of carrying out the Maintenance Audit must be paid by the Tenant to the Landlord on demand.

10. Compliance Audit

10.1 The Tenant must comply with the provisions of the Caravan Park Regulations.

10.2 If required by the Landlord, the Tenant will appoint an appropriately qualified auditor approved by the Landlord to conduct a Compliance Audit to confirm that the Premises and Business are compliant with all applicable Laws and Regulations. The Tenant must deliver to the Landlord a copy of a Compliance Audit Report setting out any findings and recommendations of the auditor appointed under this clause within 3 Business Days of the Landlord requesting the Tenant to do so.

10.3 The Tenant must, at its own cost, within a reasonable time, comply with all recommendations contained the Compliance Audit Report.

11. Inspections

The Tenant:

11.1 must permit the Landlord to enter the Premises at least once annually (in addition to any other times that the Landlord may enter the Premises) for the purpose of preparing a report on the condition of the Premises and the Tenant's compliance with the terms of this Lease;

11.2 must accompany the Landlord in undertaking the inspection of the Premises;

11.3 must remedy any breaches of this Lease identified in the report prepared by the Landlord pursuant to this clause; and

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11.4 acknowledges that the Landlord's rights under this clause are without prejudice to any other rights it has under this Lease and nothing in this clause obliges the Landlord to provide the report referred to in this clause to the Tenant.

12. Sewerage system

12.1 The Tenant must:

- 12.1.1 operate, maintain, repair and where applicable, upgrade the sewerage system servicing the Premises so it operates efficiently and to the satisfaction of the Landlord and the Environmental Protection Authority under the *Environment Protection Act 1970*;
- 12.1.2 give written notice to the Landlord immediately upon becoming aware that the Tenant's sewerage or waste water disposal system is malfunctioning for any reason whatsoever or not operating in an efficient or proper manner;
- 12.1.3 comply with the terms of any licence issued under the *Environment Protection Act 1970* for the Premises;
- 12.1.4 ensure that no sewerage enters works constructed for the collection and removal of sullage;
- 12.1.5 ensure that the Premises maintain access to the sewerage system during the Term to the satisfaction of the Landlord; and
- 12.1.6 dispose of sewerage to the satisfaction of the Landlord and the Environmental Protection Authority under the *Environmental Protection Act 1970*.

13. Disposal of sullage

The Tenant must ensure that:

- 13.1 sullage does not give cause to an overland flow or discharge directly on to the surface of the Land;
- 13.2 systems for sullage are regularly reviewed and where possible improved and direct site holders on the Land who currently remove sullage by way of container are to transfer that sullage to a sewerage collection point; and
- 13.3 site holders using a container to dispose of sullage are directed to transfer that sullage to a waste-water limitations on long term residents collection point.

14. Tenant's Improvement Works

The final drafting of this clause will depend on the actual works proposal agreed between the parties. As such, Appendix Seven is blank for the purposes of this draft document.

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- 14.1 The Tenant agrees at its own cost to carry out the improvement works at the Premises as detailed in Appendix 7 (**Improvement Works**).
- 14.2 In carrying out the Improvement Works, the Tenant must comply with the provisions of this Lease relating to the carrying out of works.
- 14.3 If the Tenant fails to carry out any Improvement Works within the timeframe set out in Appendix Seven, then this shall constitute a breach by the Tenant of an essential term of this Lease.
- 14.4 The Tenant shall be responsible for:
- 14.4.1 obtaining all necessary permits and approvals to carry out the Improvement Works; and
- 14.4.2 effecting and maintaining all insurance policies as reasonably required by the Landlord,
- prior to commencing the Improvement Works.
- 14.5 The Tenant acknowledges that on the expiry or earlier determination of this Lease:
- (a) the Tenant must not, unless required to do so by the Landlord, remove any item of the Improvement Works from the Premises;
- (b) ownership of the Improvement Works, other than those items of the Improvement Works to be removed from the Premises pursuant to clause 17.1 of this Lease, shall vest in the Landlord; and
- (c) the Tenant shall not be entitled to any compensation in respect of any item of the Improvement Works that vest in the Landlord pursuant to this Further Obligation.

15. Ownership of Improvements

The Landlord owns all improvements on the Premises except the Tenant's Improvements and the Tenant's Assets.

- 15.1 The Tenant:
- 15.1.1 must ensure that site holders do not do anything on the Land which may cause the Tenant to be in breach of its obligations under this Lease;
- 15.1.2 acknowledges that it is responsible for any acts of any site holders, which would be a breach of this Lease if the acts were committed by the Tenant; and
- 15.1.3 must ensure that all site holders maintain and service their sites.

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16. Appendices and Further Obligations

The parties agree that:

- 16.1 the schedules and appendices to this Lease are deemed to part of this Lease; and
- 16.2 Schedules 3 and 4 overrides any inconsistent provisions in the Lease.

17. Performance Criteria

- 17.1 The Tenant acknowledges that the continuation of this Lease is subject to and conditional upon the Tenant complying with and meeting all of the Performance Criteria to the reasonable satisfaction of the Landlord, and that the attainment of these will be an ongoing obligation of the Tenant under this Lease.
- 17.2 The Performance Criteria may only be varied with the agreement of both parties.
- 17.3 The Tenant must meet with the Landlord on an annual basis to review the performance of the Tenant and to agree on any action necessary to ensure that the Performance Criteria are met or to remedy any failure by the Tenant to meet any of them. The first such meeting must be held before the end of 3 months from the Commencement Date, and subsequent meetings at the end of each following 12 month period.
- 17.4 The Landlord may waive the Tenant's obligation in clause 17.3 of this Schedule 3 in its sole unfettered discretion. Such waiver shall only extend to the next scheduled annual review unless otherwise specified by the Landlord.
- 17.5 If the Tenant fails on more than two occasions in the reasonable opinion of the Landlord to meet or attain any of the Performance Criteria (as amended from time to time), and that failure is, in the Landlord's reasonable opinion, not due to any circumstances which are directly caused or attributed to by any act or omission of the Landlord, then this will be deemed to be a breach of an essential term of this Lease.

18. Transmission of Business at end of Lease

Without limiting any of the Tenant's other obligations under this Lease, the Tenant must continue to operate the Business at the Premises to the standards required under this Lease until the end of the Lease.

At the end of the Lease the Tenant must transfer to the Landlord at no cost to the Landlord the unencumbered title to:

- 18.1 all current Bookings and Records;
- 18.2 all deposit moneys held by the Tenant in respect of Bookings relating to the period after the end of this Lease;
- 18.3 any improvements constructed by the Tenant at the Premises during the Term (including those improvements referred to in clause 14 above); and

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18.4 all data, financial statements and other information held by the Tenant and relating to the Business,

and thereupon all such items will become the absolute property of the Landlord (to the extent that these have not become the Landlord's property already).

19. Confidentiality of information

If required by the Landlord, the Tenant must promptly execute a deed between the Tenant and the Outgoing Tenant relating to the confidentiality of information made available by the Outgoing Tenant.

20. Access to records by Outgoing Tenant

20.1 The Tenant acknowledges that Records relating to the caravan park business conducted at the Premises period prior to the Commencement Date have been provided to the Tenant by the Outgoing Tenant.

20.2 If at any time the Outgoing Tenant requires access to, or copies of any Records provided by the Outgoing Tenant and relating wholly or partly to the period prior to the Commencement Date, for the purpose of defending or settling any dispute, potential dispute or claim, or in relation to any investigation by any authority, the Tenant must allow the Outgoing Tenant reasonable access during business hours to the relevant Records and must allow the Outgoing Tenant (at the Outgoing Tenant's cost) to make copies of the relevant Records.

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SCHEDULE 5

FURTHER OBLIGATIONS – SPECIAL CONDITIONS

1. Investment Principles

- 1.1 Investment in the YHP precinct will be based on a new development master plan, staged over the 21 year term of the lease, to ensure continued investment in, and renewal of, the assets supporting the precinct. Each stage, notionally of 3 years duration, will indicate the works to be done, benefit to the park precinct and tranche of funding attached.
- 1.2 For its part the MSC will focus its investment effort on the public use areas of the park precinct supporting the commercially leased premises where public benefit can be derived. In broad terms this precinct is described as the Murray River public purposes reserve in Yarrawonga.
- 1.3 The objective of an MSC investment strategy is to add value to the YHP leased premises by improving security of the premises and public access to, and around, them. In the first stages of investment it will attempt to achieve this outcome through:
- Relocating the public boat ramp to the western end of the precinct and outside the leased premises (reference by map);
 - Re-routing the public access road to connect to the new boat ramp site.
- 1.4 For its part, the YHP Committee Inc will focus investment in the commercial lease premises in accordance with the approved Development Master Plan.
- 1.5 The objective of a YHP Committee Inc investment strategy is to provide a continuum of improvement, upgrade and refurbishment of facilities and amenities in the leased premises.

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1.6 In the interim period until a new development master plan is approved and available, the Schedule of Capital Works contained in Appendix 7 is indicative of the scope of works to be undertaken and will form the basis of investment by the YHP Committee.

1.7 MSC may assist and support the YHP Committee with investment opportunities in the leased premises on a case by case basis.

2. Quantum of Tenant's Capital Works

2.1 A base amount of \$6.26M shall be contributed by the tenant over the life of the lease adjusted by CPI or other agreed cost increase indice for completion of the Schedule of Capital Works (updated by the approved master plan as the case may be).

2.2 In the first three years of the lease, the tenant shall contribute an amount of \$1.23M in accordance with the Schedule of Capital Works.

2.3 At the end of each three year period, the parties will agree on the revised quantum value of the works for the following three year period based on the approved master plan and Schedule of Capital Works.

2.4 The tenant may, by mutual agreement of the parties, carry over and aggregate expenditure on capital works from period to period in accordance with the approved master plan and Schedule of Capital Works.

2.5 Any market review of rent shall recognise the quantum of capital works contribution by the tenant.

3. Former Land Use

Both parties acknowledge that the precinct occupied by the leased premises was subject to former land use. The principle of "Force Majeure" will apply in dealing with any issues arising from the existence of any former land use that effect the operation of the leased premises.

Force Majeure

(a) If a Force Majeure Event occurs in relation to the demised premises, the

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party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement ("Non-performing Party") will be excused from performing those obligations only if it complies with its obligations under this section.

(b) For purposes of this agreement, "Force Majeure Event" means, with respect to either party, any event or circumstance occurring on, under or immediately adjacent to the land of the demised premises, regardless of whether it was foreseeable, provided that it was not caused by either party and that the event or circumstance prevents one or either party from complying with any of its obligations under this agreement (other than the Tenant's obligation to pay rent), provided always that both parties have exhausted all reasonable efforts to remedy the event or circumstance.

(c) Upon occurrence of a Force Majeure Event, the Non-performing Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and how long that party expects it to last. During a Force Majeure Event, the Non-performing Party shall use all reasonable efforts to limit damages to the Performing Party and to resume its performance under this agreement as soon as practicable.

(d) If a dispute arises out of or relates to a Force Majeure Event, the parties to the agreement and the dispute expressly agree to endeavour to settle the dispute by mediation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation.

The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation which are operating at the time the matter is referred to ADC.

4. Shared Services

Utility services currently shared within the precinct, such as water, sewerage, gas and electricity will be apportioned on an agreed basis between the YHP Committee for the leased premises and the Committee of management for the other users of the precinct. The method by which this is undertaken will be finalised by the Parties outside the lease terms.

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6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG
SHARP)
(CHIEF EXECUTIVE OFFICER, MARK
HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrawonga Holiday Park Lease

5. Leased Area

- 5.1 Sec 31A will be included in the leased area from commencement of this lease.
- 5.2 The hatched area at the western end will remain outside the leased area.
- 5.3 The canoe shed facility will be included in the leased area provided the canoe shed facility is relocated to the proposed new boat ramp site.

6. Security Fencing

For the avoidance of doubt, security fencing around the perimeter of the leased premises shall be the responsibility of the tenant.

7. General

Both parties acknowledge the need to meet regularly over the performance of the lease and to discuss matters of mutual interest. As a minimum the Parties will meet half yearly on dates to be fixed.

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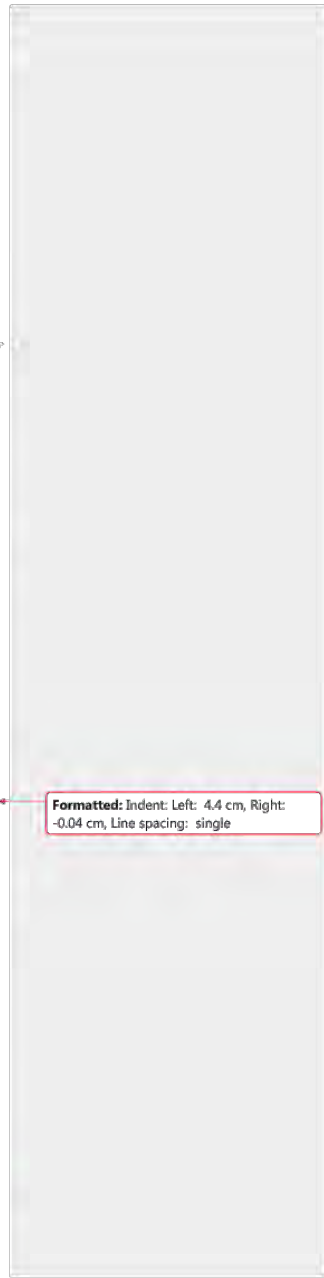
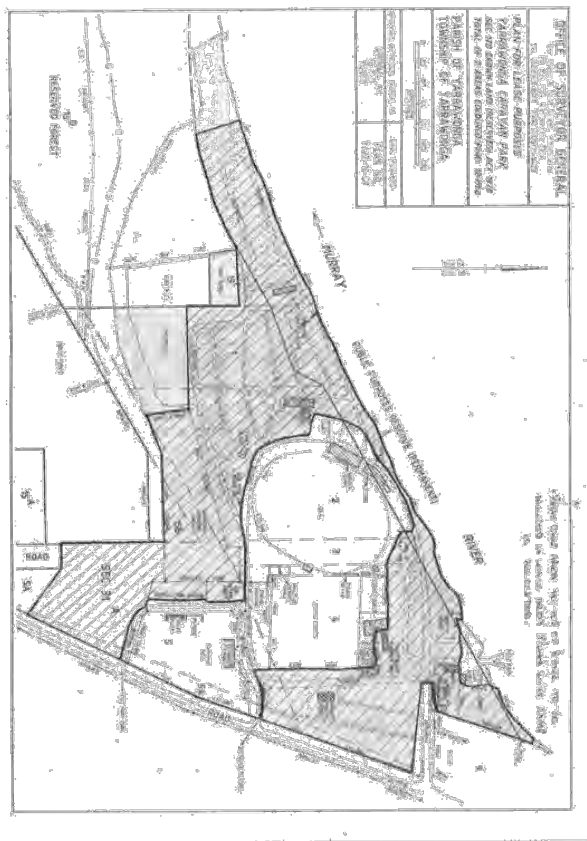
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(PROJECTS CONTRACTOR, DOUG
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(CHIEF EXECUTIVE OFFICER, MARK
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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrowonga Holiday Park Lease

APPENDIX ONE
(PLAN OF LAND)



FILE NO: F13/263
6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG SHARP)
(CHIEF EXECUTIVE OFFICER, MARK HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrowonga Holiday Park Lease

APPENDIX 2

ITEMS OWNED BY THE LANDLORD

Asset ID	Asset Description	Asset Type
359	Yarrowonga Caravan Park - Amenities Block	Buildings - Amenities Blocks
72642	Street Trees - Yarrowonga Caravan Park - Council Roads	Trees : Road Sections
75165	Yarrowonga Caravan Park - Amenities Block B	Buildings - Amenities Blocks
75166	Yarrowonga Caravan Park - Amenities Block D	Buildings - Amenities Blocks
75167	Yarrowonga Caravan Park - BBQ Shelter (No.2)	Buildings - Shelters
75168	Yarrowonga Caravan Park - Amenities Block H	Buildings - Amenities Blocks
75169	Yarrowonga Caravan Park - Amenities Block R	Buildings - Amenities Blocks
75171	Yarrowonga Caravan Park - BBQ Shelter (No.1)	Buildings - Shelters
75172	Yarrowonga Caravan Park - BBQ Shelter (No.3)	Buildings - Shelters
75173	Yarrowonga Caravan Park - BBQ Shelter (No.4)	Buildings - Shelters
82583	Yarrowonga Caravan Park	Roads
53095	Yarrowonga Caravan Park, Burley Road - End	Roads - Sealed Urban Access
53096	Yarrowonga Caravan Park Roads - Burley Rd Pavement	Pavement - Caravan Park
53099	Yarrowonga Caravan Park Roads - Burley Rd Subgrade	Subgrade - Caravan Park
53100	Yarrowonga Caravan Park Roads - Burley Rd Wearing Course	Wearing Course - Caravan Park
89565	Yarrowonga Caravan Park - Fire Fighting Infrastructure	Fire Fighting Infrastructure
89566	Yarrowonga Caravan Park - Fire Hose Reels x 39	Fire Hose Reel
89568	Yarrowonga Caravan Park - Pipe 50mm	Pipe - 50mm PE PN 16
89573	Yarrowonga Caravan Park - Fire Hydrants Dual Head x 10	Fire Hydrant Dual Head

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ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG SHARP)
(CHIEF EXECUTIVE OFFICER, MARK HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

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APPENDIX 3

ITEMS OWNED BY THE OUTGOING TENANT

DESCRIPTION	Photo No
DELUXE CABINS	No
Jayco 2 Bdrm, ensuite, fittings & fixtures, appliances. Bench table/seats, sail shade	1
Jayco 2 Bdrm, ensuite, fittings & fixtures, appliances. Bench table/seats, sail shade	2
Jayco 2 Bdrm, ensuite, fittings & fixtures, appliances. Bench table/seats, sail shade	3
YMH 2 Bdrm, ensuite, fittings & Fixtures, appliances. Bench table, seats, sail shade	4
YMH 2 Bdrm, ensuite, fittings & Fixtures, appliances. Bench table, seats, sail shade	5
Jayco 2 Bdrm, ensuite, fittings & fixtures, appliances. Bench table/seats, sail shade	6
Jayco 2 Bdrm, ensuite, fittings & fixtures, appliances. Bench table/seats, sail shade	7
Jayco 2 Bdrm, ensuite, fittings & fixtures, appliances. Bench table/seats, sail shade	8
Jayco 2 Bdrm, ensuite, fittings & fixtures, appliances. Bench table/seats, sail shade	9
Jayco 2 Bdrm, ensuite, fittings & fixtures, appliances. Bench table/seats, sail shade	10
Camp Kitchen 20metresx8metres plus 3 metre verandah/deck. Playstations, oven,2 large	
BBQs, play room storage room, Fixtures, fittings, appliances.	11
1x Large BBQ with shelter plus 2 sheltered park settings	12
STANDARD CABINS	
1 room no ensuite plus fittings, fixtures, appliances.	13
1 room no ensuite plus fittings, fixtures, appliances.	14
1 room no ensuite plus fittings, fixtures, appliances.	15
1 room no ensuite plus fittings, fixtures, appliances.	16
1 room no ensuite plus fittings, fixtures, appliances.	17
1 room no ensuite plus fittings, fixtures, appliances.	18
1 room no ensuite plus fittings, fixtures, appliances.	19
1 room no ensuite plus fittings, fixtures, appliances.	20
LUXURY CABINS	
YMH 2 Bdrm, ensuite, fittings & Fixtures, appliances.	21
YMH 2 Bdrm, ensuite, fittings & Fixtures, appliances.	22
YMH 2 Bdrm, ensuite, fittings & Fixtures, appliances.	23
YMH 2 Bdrm, ensuite, fittings & Fixtures, appliances.	24
YMH 2 Bdrm, ensuite, fittings & Fixtures, appliances.	25
YMH 2 Bdrm, ensuite, fittings & Fixtures, appliances.	26
YMH 2 Bdrm, ensuite, fittings & Fixtures, appliances.	27
YMH 2 Bdrm, ensuite, fittings & Fixtures, appliances.	28

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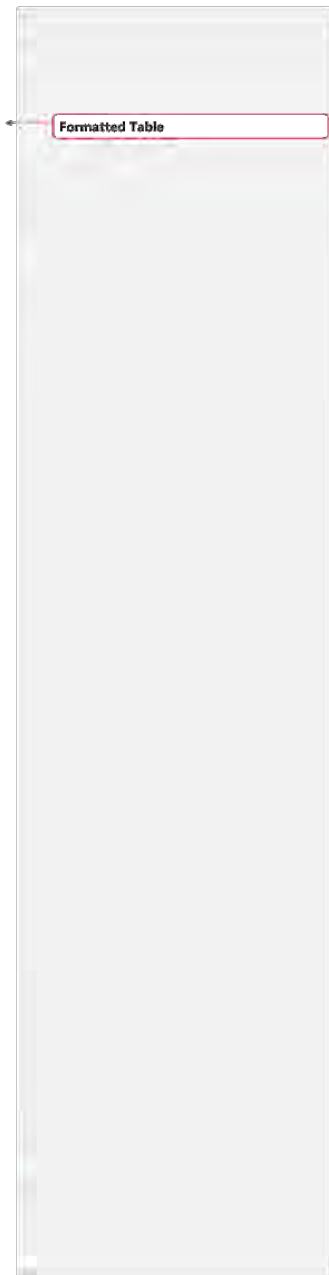
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6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG SHARP)
(CHIEF EXECUTIVE OFFICER, MARK HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrowonga Holiday Park Lease

OTHER	
Double large BBQs, 4 bench tables, seats plus large shade sails.	29
18.3 x 7.7 m Maintenance shed, shelving, fixtures, fittings	30
40ft storage containers, shelving, fittings, fixtures.	31
residence 1, ensuite, 3 bedroom plus appliances, fittings, fixtures, carport	32
Office, plus shelving, counter, equipment, fixtures, appliances, fittings	33
residence 2, ensuite, 3 bedroom plus appliances, fittings, fixtures, carport	34



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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrawonga Holiday Park Lease

**APPENDIX 4
(PERFORMANCE CRITERIA)**

1. Management and Operation of the Park

The general scope of management of the park includes the following:

1.1 Bookings and Allocation of Sites

The Tenant will be responsible for receiving all pre-bookings, bookings on arrival, allocation of Sites, cabins or other on-site accommodation facilities.

1.2 Park Fees

Park fees are set by the Tenant but must be competitive with private park operators in the region.

1.3 Monitoring Conduct of Residents

The Tenant will be responsible to oversee the park to ensure that the conduct of any resident(s) will not cause a nuisance to other residents or adjoining properties.

1.4 Marketing and promotion of the park

The Tenant will be responsible for the costs associated with advertising the park and its facilities.

1.5 Public Relations

The Tenant shall ensure that staff are courteous to all members of the public with whom they come into contact, at all times.

1.6 Cleaning Service

- (a) The supply of all labour, consumables and cleaning equipment, materials and chemicals required to perform this contract.
- (b) The service includes the routine cleaning duties and stocking of specified consumables.
- (c) The Tenant shall provide services to the standards detailed in the following functional area to provide a high standard of customer satisfaction. All goods supplied and works performed shall meet the relevant Australian Standards.
- (d) On completion of the cleaning duties, garden maintenance and other associated duties, the Tenant must ensure that all equipment is neatly and securely stored.

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6. GOVERNANCE

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(PROJECTS CONTRACTOR, DOUG
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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrawonga Holiday Park Lease

1.7 Park Maintenance

- (a) The Tenant will be responsible for the supply of all labour, plant and equipment, materials and chemicals, required to perform its obligations under the lease.
- (b) The service includes the routine maintenance of lawns, garden beds trees and vegetation.
- (c) The Tenant shall provide service to maintain a high standard of customer satisfaction. All goods supplied and works performed shall meet the relevant Australian Standards.

1.8 Fault Reports

- (a) The Tenant will report any major defects, deficiencies, potential hazards (i.e. safety security) and vandalism.
- (b) Where faults are considered urgent by the Tenant, the Landlord shall be contacted immediately.
- (c) The Tenant, on an annual basis, prepare a report on repairs and replacement needs.

1.9 Service to the Public

The Tenant must ensure that customer satisfaction is carried out to the highest standard.

1.10 Audits by the Landlord

- (a) The Landlord reserves the right to conduct annual audits of the business operating from the Premises and the improvement works being undertaken by the Tenant pursuant to the Works Program (including compliance with all Laws).
- (b) The Tenant must allow access to the Landlord's staff or independent auditors appointed by the Landlord.
- (c) The audits carried out by the Landlord under this clause will inform the rental reviews under the Lease.

2. Tenant's responsibilities

- 2.1 The Tenant shall be deemed to have examined the Premises and the business currently operating from the Premises to familiarise themselves with the required work and scope of the Tenant's obligations under the lease.
- 2.2 Cost of administration, including overheads, salary on-costs, telephone, and stationery, together with all vehicle and transportation costs and storage will be the responsibility of the Tenant.

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6. GOVERNANCE

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(PROJECTS CONTRACTOR, DOUG
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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrowonga Holiday Park Lease

3. Protection from damage

3.1 General

The Tenant must take all precautions to protect the property of others from damage.

3.2 Fire Protection

The Tenant must comply with the Caravan Park Fire Safety Guideline (Fire Safety Guideline) published by the Country Fire Authority (CFA) as amended from time to time, including but not limited to:

- (a) ensuring that the minimum separation distance between each structure in the Premises is provided at all times;
- (b) ensuring that appropriate fire fighter access and fire vehicle access is provided at all times;
- (c) the storing and disposing of flammable liquids and combustible materials;
- (d) maintaining appropriate fire breaks in consultation with the Department of Sustainability and Environment and the CFA;
- (e) installing and maintaining smoke alarms in each structure (excluding tents); and
- (f) ensuring that all LP gas cylinders are restrained and stored in accordance with the Dangerous Goods (Storage Handling) Regulations 2000 (Vic) and AS/NZS 1596 (or any other regulation, standard and guideline issued or published in respect of the storage or restraint of LP gas cylinders from time to time).

4. Registration of Caravan Park

4.1 The Tenant acknowledges that by law a caravan park operator must not operate a caravan park unless the caravan park is registered under the *Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulation 2010 (Regulation)*.

4.2 If the Premises is not registered under the Regulation at the Commencement Date, the Tenant must:

- (a) immediately commence the preparation of the application and supporting documentation (including an emergency management plan) required to register the Premises in satisfaction of r. 10 of the Regulation, at its own cost; and
- (b) submit an application for registration or renewal of registration (as the case may be) to Council within 4 months after the Commencement Date.

4.3 Notwithstanding any other clause in this Lease, the Tenant must prepare, and maintain for the duration of the term and any further term of the Lease, an emergency management plan for evacuation and emergency procedures for occupants in the event of fire or other emergency, to the satisfaction of the Landlord in consultation with the relevant emergency agencies. The emergency management plan prepared under this clause must require the Tenant to display emergency procedures, the layout of the Premises, and the location of fire equipment in a prominent position throughout the Premises.

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6. GOVERNANCE

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(PROJECTS CONTRACTOR, DOUG
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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrawonga Holiday Park Lease

5. Reporting of accidents

The reporting of accidents which have caused or are likely to cause loss of life, serious bodily injury (requiring hospitalisation), serious property damage to any person or property must be verbally reported to the Landlord immediately.

6. Manager's residence

The Tenant's representative is required to reside at the manager's residence supplied by the Landlord located on the Premises (**Residence**).

The Landlord grants to the Tenant a right to occupy the Residence for the term of the lease. The Tenant may allow members of the family to the Tenant to occupy the Residence but may not otherwise sublet assign or part with possession of the Residence without the consent in writing of the Landlord.

The right to occupy ceases upon the expiry or sooner termination of the lease.

7. Change of Tenant

7.1 The Tenant shall, if requested by the Landlord, at any reasonable time within six months prior to the expiry or sooner termination of the lease, allow the Landlord and any person or persons who propose to tender for or are otherwise interested in a management contract for a term after the expiration or termination of this agreement, to inspect the Park.

7.2 Where the Landlord appoints a new Tenant at the expiry of the term or sooner termination of this lease, the Tenant shall, if requested by the Landlord, at any reasonable time within one month prior to the expiry or sooner termination of this agreement, allow the Landlord and the new Tenant to inspect the Park and any books and records of the Park, and facilitate in good faith the familiarisation of the new Tenant with the management of the Park, through a handover/integration program.

8. Occupational Health & Safety

8.1 For the purposes of the OHS Law, the Tenant agrees that:

- (a) the Tenant has sole management and control of the Premises and has sole responsibility for ensuring that the Premises and the means of entering and leaving them are safe and without risks to health;
- (b) the Landlord appoints the Tenant as Principal Contractor in respect of any works to be carried out by the Tenant on the Premises to which an OHS Law applies;
- (c) the Tenant must carry out such works in accordance with the requirements of the OHS Law; and
- (d) the Landlord authorises the Tenant to exercise whatever authority is necessary for the Tenant to discharge the responsibilities of the appointment under clause 1.1.1(b).

8.2 The Tenant must undertake a risk analysis of any hazards and risks arising from the use of the Premises and must ensure that there are control measures in place to address these risks and hazards.

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(PROJECTS CONTRACTOR, DOUG
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YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrawonga Holiday Park Lease

8.3 The Tenant must notify the Landlord of any incidents that are reportable under any OHS Law within 7 days of the incident. The Tenant must provide the Landlord with any witness statements, incident, near miss or investigation reports that it has in its possession that addresses any aspect of a reportable incident.

9. Transmission of Business at end of lease

The Tenant must continue to operate the business from the Premises to the standards required under the lease until the end of the lease.

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6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG
SHARP)
(CHIEF EXECUTIVE OFFICER, MARK
HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrawonga Holiday Park Lease

APPENDIX 5

(POLICY AND BEST PRACTICE GUIDELINES)

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FILE NO: F13/263
6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG
SHARP)
(CHIEF EXECUTIVE OFFICER, MARK
HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrawonga Holiday Park Lease

APPENDIX 6
(TENANTS MAINTENANCE RESPONSIBILITIES)

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FILE NO: F13/263
6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG SHARP)
(CHIEF EXECUTIVE OFFICER, MARK HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrawonga Holiday Park Lease

APPENDIX 7
(IMPROVEMENT WORKS)

The Tenant undertakes to do the following in accordance with the terms of this Lease:

PROPOSED FUTURE CAPITAL WORKS		
<u>PROJECT</u>	<u>PROPOSED COMMENCEMENT</u>	<u>MAXIMUM \$ CONTRIBUTION BY LESSEE</u>
Develop an Approved Caravan Park Master Plan including consolidation of Areas C, F, I, H & Annuals Areas.	Years 1 - 3	20,000
Implementation of Master Plan	Years 1 - 3	10,000
Development of new caravan park entry within the demised premises	Years 1 - 3	100,000
Installation of computerised Boom Gates to new entry	Years 1 - 3	50,000
Installation of new reticulated fire service to park area	Years 1 - 3	350,000
Consolidation of Annuals Sites in accordance with Master Plan including installation of sewer & potable water supply	Years 1 - 3	100,000
Supply & Install 6 x UMD 2br Cabins Luxury Area	Years 1 - 3	600,000
Proposed value of Capital Works during Term	Years 1 - 3	\$1,230,000
Demolition of Main Amenities Block	Years 4 - 6	50,000
Supply & Install KMAC KP Series Service Pillars to Area A	Years 4 - 6	85,000
Supply & installation of Perimeter Fence	Years 4 - 6	150,000
Supply & Installation of UMD Block A Amenities	Years 4 - 6	200,000
Supply & Install 6 x UMD Quad Ensuite - Area E	Years 4 - 6	240,000
Construction of Resort style Pool and Splash Play area	Years 4 - 6	1,000,000
Supply & install 6 x UMD 2br Cabins - Area D	Years 4 - 6	600,000
Proposed value of Capital Works during Term	Years 4 - 6	\$2,325,000
Decommission Sites in Area I	Years 7 - 9	30,000
Installation of Boom Gates at Duncan Street Entry	Years 7 - 9	50,000
Demolition of K Block Amenities	Years 7 - 9	25,000
Supply & Installation of new UMD Amenities Block K	Years 7 - 9	175,000
Supply & Installation of KMAC KP Series Pillars to Areas K, J, L, M, O, R	Years 7 - 9	100,000
Supply & Installation of Kitchen/BBQ pavilions Areas K - R	Years 7 - 9	200,000
Demolition of R Block Amenities	Years 7 - 9	25,000
Supply & Installation of new UMD Amenities Block R	Years 7 - 9	175,000
Proposed value of Capital Works during Term	Years 7 - 9	\$780,000
Renovation and Refurbishment of Residence & Reception	Years 10 - 12	250,000
Renovation & Upgrade of existing Camp Kitchen	Years 10 - 12	100,000
Renovation & upgrade of UMD Amenities A Block	Years 10 - 12	50,000
Supply & install 6 x UMD 2br Cabins Area C	Years 10 - 12	600,000
Proposed value of Capital Works during Term	Years 10 - 12	\$1,000,000

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6. GOVERNANCE

ITEM NO: 9.1.5
(PROJECTS CONTRACTOR, DOUG SHARP)
(CHIEF EXECUTIVE OFFICER, MARK HENDERSON)

YARRAWONGA HOLIDAY PARK LEASE (cont'd)

ATTACHMENT No [1] - Draft - Yarrawonga Holiday Park Lease

APPENDIX 7

Refurbish UMD Amenities Block K	Years 13 - 15	50,000	Formatted: Centered
Upgrading of Park Kitchen BBQ Pavilions	Years 13 - 15	100,000	Formatted Table
Supply & installation of 6 x UMD 2br Cabins	Years 13 - 15	600,000	Formatted: Centered
Proposed value of Capital Works during Term	Years 13 - 15	\$750,000	Formatted: Centered
Renovate Amenities Blocks K & R	Years 16 - 18	100,000	Formatted: Centered
Replacement of Fire Hose Reels	Years 16 - 18	75,000	Formatted Table
Proposed value of Capital Works during Term	Years 16 - 18	\$175,000	Formatted: Centered
Lessee's UMD Discretionary Contribution		\$2,575,000	Formatted: Centered
Maximum Improvement Contribution by Lessee	Total	\$6,260,000	Formatted Table
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FILE NO: 100.100.100
5. INFRASTRUCTURE

ITEM NO: 9.2.1
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

INCREASE IN ROADS TO RECOVERY FUNDING FOR 2015-2016 FINANCIAL YEAR

RECOMMENDATION

1. Council approve the allocation within its 2015-2016 Budget of additional Roads to Recovery funding as outlined within the report.

1. Executive Summary

In late June 2015, the Federal Government announced increased Roads to Recovery (R2R) funding for the 2015-16 and the 2016-17 financial years.

The additional funding has been provided by the Federal Government to help councils undertake renewal works upon the local road network.

Council's budget for the 2015-16 year has been adopted and this report recommends a list of works the increased funds can be allocated to.

2. Background and Options

Council's 2015-16 budget has been prepared and projects selected on the basis of receiving \$3.2million from R2R. The R2R website lists Council's allocation for the 15-16 year as \$5.116million, an increase of \$1.916million over what has been budgeted.

The timing of the announcement limits the ability of Council to undertake works requiring any significant design in the 2015-16 financial year. Consequently, the bulk of the additional funding is to be allocated to existing projects such as re-sheeting and re-sealing of roads.

The additional monies are proposed to be allocated as follows:

Project	Project budget (adopted)	Proposed Project budget	R2R contribution
Kerb and Channel replacement program	\$400,000	\$634,000	\$634,000
Bituminous reseal program	\$1,400,000	\$2,200,000	\$2,000,000
Pavement Stabilising program (includes reseal preparations)	\$600,000	\$832,000	\$232,000
Reconstruction of St James Rd Yundool	\$550,000	\$550,000	\$275,000
Resheeting Gravel Road Network	\$1,000,000	\$1,500,000	\$1,500,000
Widening Naring Road Numurkah	\$325,000	\$325,000	\$325,000
Woods Rd – Witt St Roundabout		\$150,000	\$150,000
Total			\$5,116,000

The one new project, the Woods Rd – Witt St roundabout will use a design based upon the roundabout constructed at the Woods Rd – Orr St intersection in January of this year. This project can be funded under the new guidelines applicable to R2R that permits some additional works that are not renewal at sites in order to achieve an improvement in facilities provided to road users.

FILE NO: 100.100.100
5. INFRASTRUCTURE

ITEM NO: 9.2.1
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

INCREASE IN ROADS TO RECOVERY FUNDING FOR 2015-2016 FINANCIAL YEAR (cont'd)

3. Financial Implications

The increase in R2R allocation will increase Council's adopted \$11.571 million Capital Budget by \$1.916 million to \$13.487 million.

Council last year entered into contracts with multiple year options for asphalt sealing and resealing of its road network and also for the grading and maintenance of gravel roads. The rates for the supply of materials and services under these contracts in the coming year will not be influenced by the change in demand for these services due to the increased R2R allocations to councils across the country.

4. Risk Management

Under R2R agreements, Council is required to match R2R funds from rate revenue. This was to ensure that Council does not use R2R funds as a substitute for its own money for maintaining and renewing its road network. Current advice is that Council will not be required to demonstrate matched funding to the increased R2R but is not clear on just what percentage must be contributed by Council.

It is a significant increase in the amount of work that will be required to be undertaken in this year's Capital program, over 15%. An assessment and reconfiguration of available resources, has been undertaken to increase the ability of the organization to be able to deliver the increased works.

5. Internal and External Consultation

Internal discussions have taken place between Council's Operations, Design and Assets departments.

6. Regional Context

Every Council across the region will receive an increase in R2R funds. This will increase demand for available contractors within the sector and may lead to increased prices being charged as a result of the increased demand.

7. Council Plan Strategy

The Strategic Performance Indicators in the Council Plan that are supported through the increased R2R funding are:

Connect our communities via safe and efficient footpath and road networks
Sustainably meet the community's asset needs

8. Legislative / Policy Implications

All projects undertaken with Roads to Recovery funding allocations are to adhere to the Federal Government's Roads to Recovery Funding Conditions 2014 and National Land Transport Act 2014.

9. Environmental Impact

The majority of the works conducted utilising the Roads to Recovery funding are on Councils road network. All works will need to comply with stringent standards to ensure no environmental degradation occurs as a result of any of the works under the program.

10. Conflict of Interest Considerations

There are no conflict of interest considerations for the author of the report.

FILE NO: 100.100.100
5. INFRASTRUCTURE

ITEM NO: 9.2.1
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

INCREASE IN ROADS TO RECOVERY FUNDING FOR 2015-2016 FINANCIAL YEAR (cont'd)

11. Conclusion

The additional R2R funds are very welcome to help Council undertake additional renewal work, particularly given Council is not being required to match the contribution. The allocation of the additional funds for the 2015-16 year has been made to projects that require little design work given the financial year has already commenced and there is little time for any extensive design work.

Project opportunities for next financial year will be identified with a view to prioritise design works to ensure projects are ready to commence early in the new financial year. This will also assist in determining what resources will be required in order to be able to effectively deliver the additional works.

Attachments

Nil

FILE NO: F13/2953
5. INFRASTRUCTURE

ITEM NO: 9.2.2
(MANAGER STRATEGIC PROJECTS,
MARK FOORD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

ULUPNA BRIDGE ROAD - SEALING PROPOSAL

RECOMMENDATION

That Council note the report regarding the re-sheeting of Ulupna Bridge Road.

1. Executive Summary

At it's meeting of 27 July 2015 Council resolved as follows;

That Council Officers provide a report to Council why Ulupna Bridge Road was removed from the 2002 budget for re-sheeting.

Council Officers have examined records from 2002/03, including the draft budget, budget, 2002/03 Annual Report, as well as files relating to the preparation of the budget.

While there may have been an intention in 2002/03 to seal the Ulupna Bridge Road sometime over the ensuing five years, it is apparent that this intention was not realised in any subsequent budgets approved by the Council of the day.

At the present time, Council does not have any plans to seal the unsealed section of the road. It is suggested that the unsealed section of the road could be examined for sealing in the future, along with options for funding the works.

2. Background and Options

Council Officers have examined records from 2002/03, including the draft budget, budget, 2002/03 Annual Report, as well as files relating to the preparation of the budget.

While there may have been an intention in 2002/03 to seal the Ulupna Bridge Road sometime over the ensuing five years, it is apparent that this intention was not realised in any subsequent budgets approved by the Council of the day.

At the present time, Council does not have any plans to seal the unsealed section of the road. Council does not have a program to seal unsealed rural roads, due the costs of doing so. Council has in the past, and will continue, to take advantage of programs provided by the State and Federal Governments, such as the Dairy Roads Program to seal unsealed roads. Council also provides the dust suppression seal option to landholders adjacent to unsealed roads where Council will share the costs of providing a dust suppression seal with the landholders.

3. Financial Implications

There are no financial implications in Council noting this report.

An estimate of the cost to seal Ulupna Bridge Road would be determined in preparing a project application for the consideration of Council in any future budget process. How these works might be funded would be an important consideration in any project application.

FILE NO: F13/2953
5. INFRASTRUCTURE

ITEM NO: 9.2.2
(MANAGER STRATEGIC PROJECTS,
MARK FOORD)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

ULUPNA BRIDGE ROAD - SEALING PROPOSAL (cont'd)

4. Risk Management

Council has formal and well understood methods and practices regarding its road management duties, and the management of the associated risks. The Road Management Act and Council's Road Management Plan, provide the legal and practical measures for successful management of the road system.

5. Internal and External Consultation

Various Departments within Council have been consulted in the preparation of this report.

6. Regional Context

There are no regional implications associated with Council noting this report.

7. Council Plan Strategy

Strategic Performance Indicator No 19 – Ensure governance and decision making framework meets legislative requirements and community needs, is particularly relevant, as are the indicators with respect to provision of infrastructure services.

8. Legislative / Policy Implications

The Road Management Act and Council's Road Management Plan, provide the legal and practical measures for successful management of the road system.

The budget process and annual reporting program provide important information about Council's operations and past decisions.

9. Environmental Impact

There are no environmental implications with respect to Council noting this report.

10. Conflict of Interest Considerations

There are no Officer conflicts of interest with respect to this report.

11. Conclusion

While there may have been an intention in 2002/03 to seal the Ulupna Bridge Road sometime over the ensuing five years, it is apparent that this intention was not realised in any subsequent budgets approved by the Council of the day.

A project to seal the remaining section of the road could be developed for consideration in future capital programs, along with options to fund the works. The project would be assessed through Council's approved process in conjunction with other capital funding bids. Traffic volumes and road utilization would be important consideration in this assessment.

Attachments

Nil

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY

RECOMMENDATION

That Council approve the issue of a Notice of Decision to Grant a Permit for Planning Application No. 52015115 for the use and development of Lots 32 & 33 on Plan of Subdivision 215517, also known as 23-25 Melaleuca Street, Yarrawonga, for use and development of a concrete batching plant subject to the following conditions:

1. Before the use and/or development starts, plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions. The plan must:
 - (a) Demonstrate the ability for delivery vehicles to enter, manoeuvre within the site and exit without impacting vehicle parking areas, and
 - (b) Show the location of the secure bicycle parking facility required by Condition 7.
2. The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
3. The use must be undertaken in accordance with the Environmental Management Plan endorsed as part of this permit.
4. The use must only operate between the following hours:

Monday to Saturday	6.00am – 6.00pm
Sunday	6.00am – 12.00pm
5. All lots comprising the subject land must be consolidated into one lot prior to the commencement of the development or as agreed to in writing by the Responsible Authority.
6. No fewer than (8) car spaces must be provided on the land for the use and development, including (1) spaces (complying with the accessibility requirements of AS/NZS 2890.6) clearly marked for use by disabled persons.
7. One (1) secure bicycle parking space must be provided on the land for the use and development.
8. Before the *use or occupation of the development* starts, the area(s) set-aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
 - (a) constructed
 - (b) properly formed to such levels that they can be used in accordance with the plans
 - (c) surfaced with crushed rock or gravel and treated to the satisfaction of the Responsible Authority to prevent dust;
 - (d) drained
 - (e) marked to indicate each parking space and all access lanes
 - (f) signage directing drivers to the area(s) set aside for car parking. Such signs are to be located and maintained to the satisfaction of the Responsible Authority. This sign must not exceed 0.3 square metres.Car spaces, truck spaces, access lanes and driveways must be kept available for these purposes at all times.

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

9. All car parking spaces must be designed to allow all vehicles to drive forwards both when entering and leaving the property.
10. The loading and unloading of goods from vehicles must only be carried out on the land (within designated loading bays / and must not disrupt the circulation and parking of vehicles on the land).
11. Any security gate, barrier or similar device controlling vehicle access to the premises must be located a minimum of six metres inside the property to allow vehicles to store clear of Melaleuca St pavement.
12. Before the use begins and/or the building(s) is/are occupied, new vehicular entrances to the subject land from the road shall be constructed and sealed at a location and of a size and standard satisfactory to the responsible authority. The crossings shall be constructed generally in accordance with the Infrastructure Design Manual standard drawings SD250 and SD260.
13. Council may require the applicant to maintain or repair the vehicle crossing or to make a contribution towards the cost of the repair of the road if in the opinion of the responsible authority vehicles accessing the premises are found to be contributing to the deterioration of the road or vehicle crossing.
14. Before the use begins and/or the building(s) is/are occupied all stormwater and surface water discharging from the site, buildings and works must be conveyed to the legal point of discharge by underground pipe drains to the satisfaction of the responsible Authority. No effluent or polluted water of any type may be allowed to enter the Council's stormwater drainage system.
15. Before any of the development starts, a properly prepared drainage discharge plan with computations to the satisfaction of the responsible authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and a minimum of three copies must be provided.
The information and plan must include:
 - a) details of how the works on the land are to be drained **and/or** retarded.
 - b) measures to enhance stormwater discharge quality from the site and protect downstream waterways including the expected discharge quality emanating from the development;
 - c) a maximum discharge rate from the site is to be determined by computation to the satisfaction of Council.
 - d) documentation demonstrating approval from the relevant authority for the legal point of discharge.
 - e) The design including slope, volume and separation treatment for all waste water collection and treatment areas.Before the use begins and/or the building(s) is/are occupied all works constructed or carried out must be in accordance with those plans to the satisfaction of the Responsible Authority.

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

16. Before the use and/or development starts, plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions. The plan must demonstrate the ability for delivery vehicles to enter, manoeuvre within the site and exit without impacting vehicle parking areas.
17. Before the *use/occupation of the development* starts or by such later date as is approved by the Responsible Authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.
18. The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, *including that any dead, diseased or damaged plants are to be replaced.*
19. The development must be managed so that the amenity of the area is not detrimentally affected, through the:
 - (a) transport of materials, goods or commodities to or from the land,
 - (b) appearance of any building, works or materials,
 - (c) emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil, or
 - (d) presence of vermin.
20. All roads and vacant areas must be maintained to avoid dust nuisance to the satisfaction of the Responsible Authority.
21. This permit will expire if one of the following circumstances applies:
 - The development and use is/are not started within two years of the date of this permit.
 - The development is not completed within two years of the date of commencement. The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires, or within 6 months after the permit expiry date, where the use or development allowed by the permit has not yet started; and within 12 months after the permit expiry date, where the development allowed by the permit has lawfully started before the permit expires.

GBCMA Condition

22. The finished floor level of any proposed office buildings must be constructed at least 300 millimetres above the general surrounding ground surface level, or higher level deemed necessary by the responsible authority.

EPA Conditions

23. Nuisance dust must not be discharged beyond the boundaries of the premises.
24. The stockpile of material must be maintained so that no dust is emitted from the stockpiles beyond the boundary of the premises.
25. The applicant must limit the scale of, or cease operations which emit dust if insufficient dust suppression measures (eg, water) are available.

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

26. Noise emitted from the premises must not exceed the recommended levels as set out in Noise from Industry in Regional Victoria (NIRV; EPA Publication 1411, 2011) or as amended.

27. Noisy activities (eg crushing, loading and unloading) should be avoided between 6pm - 7am daily.

Permit Note:

This permit does not authorise the commencement of any building construction works. Before any such development may commence, the applicant must apply for and obtain appropriate building approval.

A consent to work within Road Reserve permit must be obtained from the Responsible Authority prior to the carrying out of any vehicle crossing works.

1. Executive Summary

Planning permit application 5/2015/115 is for use and development at 23-25 Melaleuca Street, Yarrawonga as a concrete batching facility incorporating:

- Aggregate storage facility with pre-cast concrete panels as walls
- Aggregate weigh hoppers
- Transfer conveyor on metal frame
- Silo structure with reverse in loading bay
- Washout facility
- 90,000 litre water tank
- Office / amenities building
- Vehicle parking areas
- Separate entry and exit vehicular crossings
- Overall site will be hard standing surface or paved

There are 3 triggers for the permit:

- Use in the Industrial 1 Zone,
- Buildings and works in the Industrial 1 Zone, and
- Buildings and works in the Land Subject to Inundation Overlay.

The application was advertised. Three objections have been received. The concerns raised therein relate to dust, noise and the condition of Melaleuca Street. A site meeting was held with two of the objectors regarding the condition of Melaleuca Street. The applicant has provided an Environmental Management Plan which has satisfied the objectors' amenity related concerns. All objectors have indicated that they are not willing to withdraw their objections.

It is considered, if the planning permit conditions are met, that the proposed use and development will not create any undue negative amenity impacts. The application satisfies the policies of the Moira Planning Scheme and it is recommended that the application be approved, subject to conditions.

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

2. Background and Options

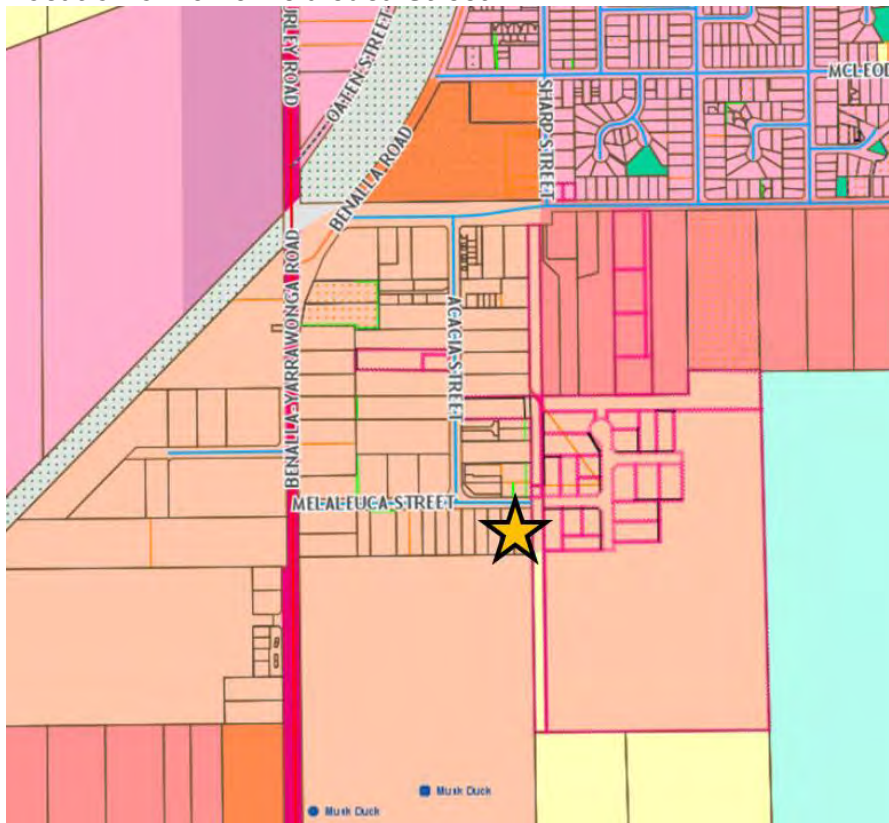
Application Details

Applicant: Concrete Equipment Australia (Trading) Pty Ltd
Owner: E. B. Mawsons & Sons Pty Ltd
Land Address: 23-25 Melaleuca Street, Yarrowonga
Title Details: Lots 32 & 33 Plan of Subdivision 215517
Site Area: 1790m² & 2445m² (Total: 4235m²)
File No: 52015115
Zone: Industrial 1 Zone
Overlays: Land Subject to Inundation

Key Issues

- State Planning Policy
- Local Planning Policy
- Industrial 1 Zone
- Land Subject to Inundation Overlay

Location of 23-25 Melaleuca Street



The subject land is located in Yarrowonga in the industrial area of the town located to the south of South Road along the Benalla-Yarrowonga Road. Melaleuca Street runs eastward from the Benalla-Yarrowonga Road.

The subject lots are currently vacant. They are the last two on the southern side of the street. They are bounded by agricultural lands to the east, a North East Region Water

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3. DEVELOPMENT AND LIVEABILITY

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(TOWN PLANNER, MARTINA FOLEY)
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52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

Authority treatment plant to the south and industrial units to the west and north. The landholding is in two lots totalling 4235m².

There is a no planning history associated with the site.

Proposal

The proposal is for the development of the land as a concrete batching facility incorporating:

- Aggregate (raw materials such as sand) storage facility with pre-cast concrete panels as walls
- Aggregate weigh hoppers
- Transfer conveyor on metal frame
- Silo structure with reverse in loading bay (batching plant)
- Washout facility
- 90,000 litre water tank
- Office / amenities building
- Vehicle parking areas
- Separate entry and exit vehicular crossings
- Overall site will be hard standing surface or paved

Aerial Photograph



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3. DEVELOPMENT AND LIVEABILITY

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52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

The application has set out proposed hours of operation as being:

Monday to Saturday 6.00am – 6.00pm
Sunday 6.00am – 12.00pm (only as required)

The report submitted indicates that between 74 and 124 heavy vehicles and 16 light vehicles will enter or exit the property on a daily basis.

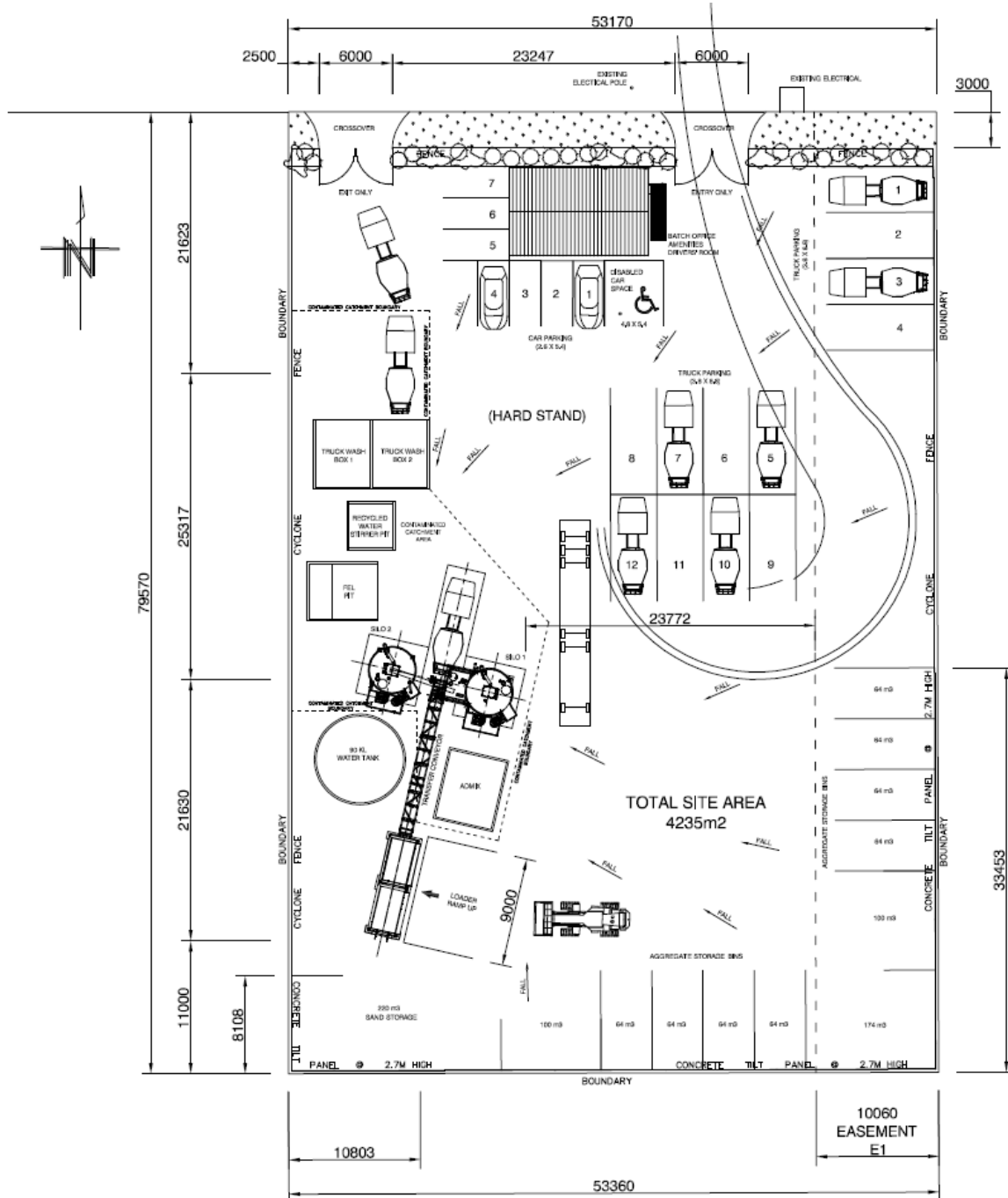
The report also includes details about environmental impact mitigation measures. This was augmented in a second report, submitted in July as a response to Objectors concerns. Mitigation measures include:

- Catchment and re-use of all plant and rainwater
- 1,500 slump tank to cater for unexpected batch spillage, leakage and chute washing
- Inadvertent concrete spillage will be allowed to harden and be removed
- All other waste will be removed and legally disposed
- Cement silo incorporates dust emission filter
- Loading and unloading will be directly into and from silos and tanks
- Aggregate will be delivered to damp to site
- Dousing will be used to reduce dust

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Options

Council has the option to defer its decision for further assessment, issue a notice of refusal or issue a Notice of Decision to Grant a Permit.

3. Financial Implications

In the event that Council's decision is appealed at VCAT, any cost associated with attending and responding to an appeal is not budgeted for.

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3. DEVELOPMENT AND LIVEABILITY

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52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

4. Risk Management

If Council decides to grant a permit and conditions are not fulfilled, it may become a compliance issue. Given that it is the conclusion of this report that there is no planning reason to refuse this application it should be noted, in terms of risk that a refusal could have a negative economic impact, with the Shire missing out on growth potential.

5. Internal and External Consultation

There was no pre-lodgement consultation.

Internal Consultation

The application was referred internally to Shire's Infrastructure Planning and Building Departments. Neither department have objected to the issuing of a permit. Infrastructure Planning have set out conditions to be placed on the permit.

External Consultation

The application was also referred, externally, to the Environmental Protection Agency, under Section 55 of the *Planning and Environment Act 1987* who have set out conditions to be placed on the permit.

Public Consultation

The application was advertised under Section 52 of the *Planning and Environment Act 1987*. Notice took the form of a letter being sent to all properties within a 300m distance of the proposed development. A site notice was also placed on the lot.

Three objections were received. Two were from businesses in the vicinity of Melaleuca Street. A third was from a resident in Bundalong, who owns one of the two businesses that lodged the other objections. In effect the concerns raised relate specifically to the impact of the development on Melaleuca Street and surrounds, not on Bundalong which is located too far away to be impacted by the proposal. Copies of all three objections are attached.

On 2 July 2015 the applicant responded to the objections, providing a letter for each objector. The content of each letter was the same and included an Environmental Management Plan (EMP). A copy of the letter and EMP are attached here.

The Applicant's response was forwarded to the objectors. The first objector verbally indicated that they were content with the response but did not wish to withdraw their objection. The second/third objectors also indicate that they were satisfied with the response to the objection. They however continued to have concerns they have relating to the condition of Melaleuca Street and its safety.

A site meeting was arranged on 28 July 2015. An invitation was extended to the first objector who chose not to attend. Present were the other two objectors, Moira's Town Planner, Superintendent of Works and Development Assessment Engineer. This matter was not directly linked to the proposed development and accordingly conversation was limited to discussing the street, not the application generally. As a result of this meeting the Operations Department has agreed to send the street sweeper to Melaleuca Street. Further consideration will be given to upgrading the intersection of Acacia and Melaleuca Street to ensure that priority is clearly for traffic traveling east / west on Melaleuca.

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

The objectors appeared to be satisfied with the outcomes but chose not to withdraw their objection.

6. Regional Context

There is no regional context associated with this proposal, given its scale and location.

7. Council Plan Strategy

It is considered that the subject development is consistent with the following strategic goal set out in the Council Plan: *Driving economic growth – agriculture, manufacturing and tourism*

Approving the proposal will assist a manufacturing business with strong links to the construction industry.

8. Legislative / Policy Implications

Zoning

The subject lands are located in the Industrial 1 Zone (IN1Z). The purpose of the IN1Z, amongst others, is:

“To provide for manufacturing industry, the storage and distribution of goods and associated uses in a manner which does not affect the safety and amenity of local communities.”

A concrete batching plant is an Industrial Use. The Table of Uses set out in Clause 33.01-1 states that in the IN1Z Industry is a ~~Section 1 – Permit Not Required~~ use. A permit is however required for the use in this instance as Clause 52.10 states that a Cement Batching Plant use has a threshold distance of 300m from residentially zoned land and this land is within the threshold buffer distance.

Clause 33.01-4 states that in the IN1Z a permit is required ~~to construct a building or carry out works.~~ This is the second trigger for this permit application.

Clause 33.01-4 also sets out the decision guidelines for developments in the IN1Z as follows:

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

- *The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.*
- *Any natural or cultural values on or near the land.*
- *Streetscape character.*
- *Built form.*
- *Landscape treatment.*
- *Interface with non-industrial areas.*
- *Parking and site access.*
- *Loading and service areas.*
- *Outdoor storage.*
- *Lighting.*
- *Stormwater discharge.”*

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

It is considered that the proposed development accords with the guidelines, subject to compliance with the conditions set out.

Overlays

The subject lot is located within the Land Subject to Inundation Overlay (LSIO). The purpose of the LSIO is, amongst others:

To identify land in a flood storage or flood fringe area affected by the 1 in 100 year flood or any other area determined by the floodplain management authority.

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

The applicant consulted with the Goulburn Broken Catchment Management Authority (GBCMA) prior to lodgement of the application. The authority's response stated that they have no objection to the issuing of a permit subject to the inclusion of the following condition:

"The finished floor level of any proposed office buildings must be constructed at least 300 millimetres above the general surrounding ground surface level, or higher level deemed necessary by the responsible authority."

It is considered that the proposed development, subject to compliance with GBCMA's condition, accords with the purpose and decision guidelines for development in the LSIO.

State Planning Policies

Clause 11.10-1 *Hume Region Growth* indicated that it state strategy to:

"Plan for a more diverse and sustainable regional economy by supporting existing economic activity and encouraging appropriate new and developing forms of industry, agriculture, tourism and alternative energy production."

The proposed development, which will supply concrete both locally and regionally, will benefit the local economy and in accordance with this strategy should be supported.

Clause 17.02-2 *Design of Industrial Development* sets out that it is state strategy to: *"Provide adequate separation and buffer areas between sensitive uses and offensive or dangerous industries and quarries to ensure that residents are not affected by adverse environmental effects, nuisance or exposure to hazards."*

It is considered that the proposed development will not adversely affect residential amenity given the location and the mediation measures proposed for dust reduction on the site.

Local Planning Policy and Municipal Strategic Statement

Clause 21.05-1 further states that it is an economic development objective: *-To facilitate industrial development in areas which promote the most effective use of existing infrastructure and to protect industrial land from encroachment by incompatible land use and development.* It is considered that the proposed development accords with this objective, providing for a new industrial use in an established industrial area.

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

Relevant Particular Provisions

Clause 52.06 *Car Parking* sets out that before the floor area of an existing use is increased ~~the number of car parking spaces required under Clause 52.06-5 or in a schedule to the Parking Overlay must be provided to the satisfaction of the responsible authority in one or more of the following ways:~~

- on the land; or
- in accordance with a permit issued under Clause 52.06-3; or
- in accordance with a financial contribution requirement specified in a schedule to the Parking Overlay.”

The subject lots are not located within a Parking Overlay. The schedule at Clause 52.06-5 states that 2.9 spaces are required per 100m² of the net floor area used for an industrial use.

The proposed development includes a small office / amenity building of approximately 58.7m². accordingly pro-rata 2 car parking spaces are required, rounded up to 2 from 1.7 spaces. The site plan submitted shows 8 car parking spaces incorporating a single disabled car parking space. 12 truck parking spaces are also proposed provided. The number of spaces proposed therefore is considered appropriate.

Clause 52.07 *Loading and Unloading* states that no building may be constructed for the manufacture of goods unless ~~space is provided on the land for loading and unloading vehicles~~”. The site plan provided shows ample loading and unloading on the subject site.

Clause 52.10 *Uses with Adverse Amenity Potential* indicates the industries that if not properly designed may cause offence or unacceptable risk to the local neighbourhood. Concrete batching plants are one of the uses listed. Accordingly the application was referred to the EPA for comment. The threshold distance, being 300m, was used as the radius for the advertising to those properties.

Clause 52.34 *Bicycle Facilities* requires that a new use must not commence until the required bicycle facilities and associated signage has been provided. Table 1 indicates that 1 space is required per 1000m² net floor area. Accordingly 1 bicycle space is required for the proposed development.

The decision guidelines of Clause 65

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

- The matters set out in Section 60 of the Act.
- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- The purpose of the zone, overlay or other provision.
- Any matter required to be considered in the zone, overlay or other provision.
- The orderly planning of the area.
- The effect on the amenity of the area.
- The proximity of the land to any public land.
- Factors likely to cause or contribute to land degradation, salinity or reduce water quality.
- Whether the proposed development is designed to maintain or improve the quality of stormwater within and exiting the site.

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

- *The extent and character of native vegetation and the likelihood of its destruction.*
- *Whether native vegetation is to be or can be protected, planted or allowed to regenerate.*
- *The degree of flood, erosion or fire hazard associated with the location of the land and the use, development or management of the land so as to minimise any such hazard.*

All the matters set out in Clause 65 have been considered. It is considered that the proposed application, subject to compliance with the relevant conditions, accords with Clause 65.

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

Nil

Relevant Planning Scheme amendments

Nil.

9. Environmental Impact

The proposed development is considered to be sustainable subject to compliance with the conditions recommended. This is based upon the mitigation measures set out in the Environmental Management Plan submitted by the applicant.

The application was referred externally to the Environmental Protection Agency who has set out conditions.

10. Conflict of Interest Considerations

There are no officer conflict of interest issues to consider within this report.

11. Conclusion

The subject lot is located within the Industrial 1 Zone, in Yarrowonga. A planning permit is required for the use of the lot for a Concrete Batching Plant. A permit is also required for the buildings and works under the zone provisions and the Land Subject to Inundation Overlay (LSIO).

The purpose of the Industrial 1 Zone (IN1Z) is to:

“To provide for manufacturing industry, the storage and distribution of goods and associated uses in a manner which does not affect the safety and amenity of local communities.”

The proposed development accords with this purpose. Further it accords with the decision guidelines of both the IN1Z and the LSIO.

The application also accords with State and Local level policies, relevant provisions of the planning scheme, incorporated documents and with proposed planning scheme amendments.

Three objections were received. The focus of the objections was upon the dust and noise generated by the proposed development and upon the impact this will have on Melaleuca Street. A separate issue relating to the current condition of Melaleuca Street

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52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

was dealt with through a site meeting with the Superintendent of Works and Development Assessment Engineer.

An Environmental Management Plan was prepared by the Applicant and circulated to the objectors. While the objectors' concerns appeared to be answered they did not wish to withdraw their objections.

It is considered that the proposed development will produce an acceptable planning outcome and will be of economic benefit to Yarrawonga and therefore it is recommended that Council approve the issue of a Notice of Decision to Grant a Permit subject to conditions.

Attachments

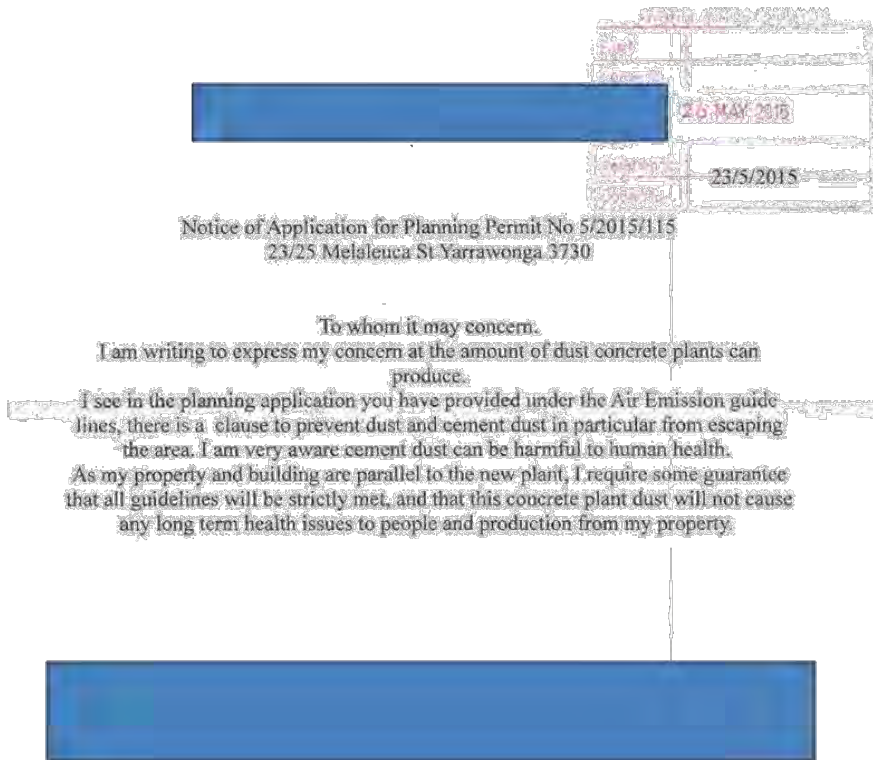
- 1 Objection 1
- 2 Objection 2
- 3 Objection 3
- 4 Response to Objectors - Cover Letter
- 5 Response to Objectors - Environmental Management Plan

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
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52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

ATTACHMENT No [1] - Objection 1

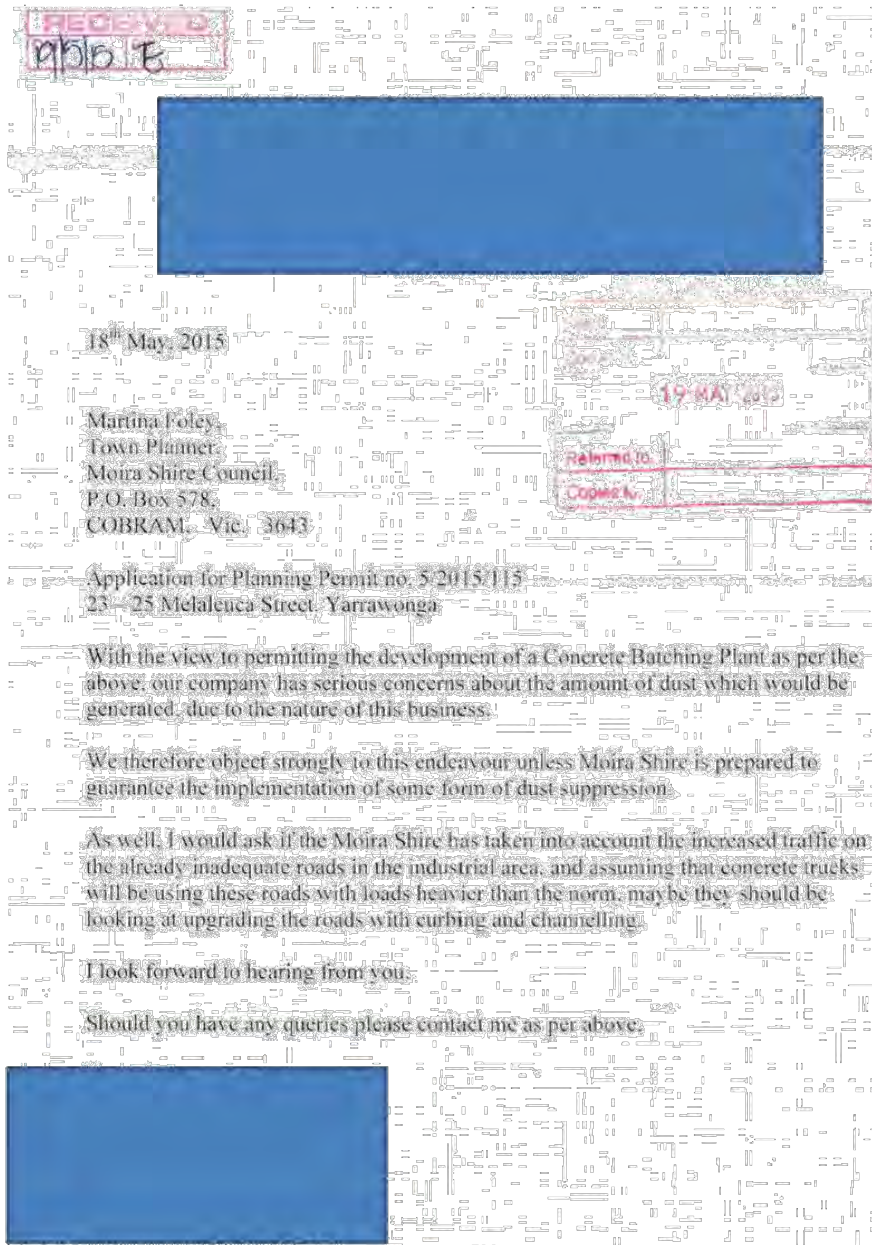


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ATTACHMENT No [2] - Objection 2



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(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
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52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

ATTACHMENT No [3] - Objection 3

19/5/15 8

[REDACTED]

18th May 2015

Martina Foley
Town Planner
Moura Shire Council
P.O. Box 578
COBRAM, Vic 3643

Application for Planning Permit no. 52015115
23 - 25 Melaleuca Street, Yarrawonga

With the view to permitting the development of a Concrete Batching Plant as per the above, we have serious concerns about the amount of dust which would be generated, due to the nature of this business.

We therefore object strongly to this endeavour unless Moura Shire is prepared to guarantee the implementation of some form of dust suppression.

As well, we would ask if the Moura Shire has taken into account the increased traffic on the already inadequate roads in the industrial area, and assuming that concrete trucks will be using these roads with loads heavier than the norm, may be the upgrading the roads with curbing and channelling should be addressed.

We look forward to hearing from you.

Should you have any queries please contact either myself [REDACTED]

[REDACTED]

Regards,

[REDACTED]

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
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(GENERAL MANAGER
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52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

ATTACHMENT No [4] - Response to Objectors - Cover Letter



02nd July 2015

RE: Planning Permit Application 5/2015/115 23-25 Melaleuca Street, Yarrowonga 3730 – Concrete Batching Facility.

Dear [REDACTED]

In response to your recent submission dated 23/05/2015 concerning the proposed Batching Facility as above CEA offers the following explanations to your concerns –

As specified in the Planning Application and Environmental Management Plan the following will be put into action;

Dust Emissions

- All duct work will be air tight
- Portions of the area will be hardstand to minimise dust emissions
- The yard will be hosed down regularly keeping the dirt moist and preventing dust and dirt entering the atmosphere
- Sand aggregate is delivered in a moist state to ensure the product does not create dust emissions.
- Conveyor belt which product is transferred on is enclosed on 3 sides preventing spillage and product being carried by the wind.
- Silo is dust tight and vented through a reverse pulse filter situated on top of the silo preventing dust emissions from the silo's operation.
The Cement silo will be fitted with a high level alarm indicator and once the point of high level has been reached the silo operation will be terminated to prevent overflow and spillage of contents.
- Inspection points on the silo are air tight preventing any contents from spilling while maintenance is being carried out.
- Truck loading areas will be fully enclosed by steel cladding
- Cement deliveries will only be made by industry approved bulk cement transport vehicles and deliveries will be made into sealed delivery pipes.
- There will be provisions for sprinkler systems to be put into place to keep all aggregate and product in a moist state while being stored on site.



135-140 Maffra Street, Coolaroo, Vic 3048 P.O. Box 3200, Broadmeadows, Vic 3047 Tel: (03) 93091500 Fax: (03) 93091566

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

ITEM NO: 9.2.3
(TOWN PLANNER, MARTINA FOLEY)
(GENERAL MANAGER
INFRASTRUCTURE, ANDREW CLOSE)

52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

ATTACHMENT No [4] - Response to Objectors - Cover Letter



Furthermore all EPA and Legislative guidelines will, and have been adhered to during the design, construction and operation of the Plant. Great care and consideration has been undertaken to ensure that all "Best Practice Environmental Management" factors have been recognised and implemented; subsequently the proposed plant will operate without any adverse environmental impact, whilst continuing to produce concrete to the local market in a safe and beneficial manner.

I would also like to take this opportunity to invite you to read the following attached documents:

- E.B. Mawson & Sons Pty Ltd Environmental Management Plan –
This document provides more information regarding the ways in which the plant will be operated to ensure there are no adverse effects on the environment during the construction or operation of the batching facility.
- E.B. Mawson & Sons Pty Ltd Environmental Policy –
This document outlines the policy & procedures in place to be acknowledged and followed by all employees of E.B. Mawsons & Sons Pty Ltd.

If you have any further queries regarding this matter please do not hesitate to contact me on the number below.

Yours sincerely,

Natasha Gleeson
Administration Assistant



136-140 Maffra Street, Coolaroo, Vic 3048 P.O. Box 3200, Broadmeadows, Vic 3047 Tel: (03) 93091500 Fax: (03) 93091566

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ATTACHMENT No [5] - Response to Objectors - Environmental Management Plan

E.B. Mawson & Sons
Environmental Management Plan – Fixed Batch Plant

E.B. MAWSON & SONS Pty. Ltd.
A.C.N. 004 519 617

Environmental Management Plan

Mawson's Concrete
Fixed Batch Plant Operation

April 2015



Prepared by
Concrete Equipment Australia
136-140 MAFFRA STREET, COOLAROO, VIC
Ph: 03 9309 1500 Fax: 03 9309 1566

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

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ATTACHMENT No [5] - Response to Objectors - Environmental Management Plan

E.B. Mawson & Sons

Environmental Management Plan – Fixed Batch Plant

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APPENDICES

Appendix 2

E.B. Mawson & Sons Environmental complaint form

Appendix 3

E.B. Mawson & Sons Complaint resolution process



Prepared by
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FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

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52015115 - USE AND DEVELOPMENT OF LAND AT 23-25 MELALEUCA STREET, YARRAWONGA FOR A CONCRETE BATCHING FACILITY (cont'd)

ATTACHMENT No [5] - Response to Objectors - Environmental Management Plan

E.B. Mawson & Sons
Environmental Management Plan – Fixed Batch Plant

1.0 Introduction

This EMP – Environmental Management Plan is prepared to define how Mawson’s Concrete (E.B.Maswon & Sons Pty Ltd) will manage the establishment and operation of a fixed Concrete Batching Facility. The proposed Batching Plant is located on Melaleuca Street, Yarrowonga.

2.0 Nature of Land and Proposed Use

The site nominated for the establishment of the fixed Batch Plant is approximately 4,235m² in size located on Melaleuca Street, Yarrowonga. The proposed site is surrounded by large areas of vegetation and vacant land, with existing Industrial warehouses located on the adjoining properties.

It is proposed that the batch plant operating hours will include daylight hours and up to 0.5 hour prior to day break, 7 days a week. The capacity of the proposed batch facility is a maximum of 80 cubic metres of concrete per hour. Operation of the batch plant will be intermittent as determined by the local & surrounding markets.

Delivery of raw materials (cement, aggregate etc) will occur on an ‘as needs basis’, generally during daylight hours.

3.0 Site Development and Usage

3.1 Access

Vehicle access will be via Melaleuca Street with separate entry and exit crossovers. Access provision will cater for all trucks, concrete mixers & cars.

3.2 Fencing

Cyclone fencing will be erected around the perimeter of the proposed area of use. A double access gate will be constructed at the entrance and exit to the site at the proposed crossovers.



Prepared by
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Ph: 03 9309 1500 Fax: 03 9309 1566

FILE NO: 52015115
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ITEM NO: 9.2.3
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E.B. Mawson & Sons
Environmental Management Plan – Fixed Batch Plant

3.3 Plant & Equipment

A fixed pre-mixed concrete batch facility will be established in the South West of the site batch facility will include the following components:

- Eight 64m³ cubic metre above ground storage bins with concrete panel divider walls
- Two 100m³ cubic metre above ground storage bins with concrete panel divider walls
- One 174m³ cubic metre above ground storage bins with concrete panel divider walls
- One 220m³ cubic metre above ground storage bins with concrete panel divider walls
- Two 160 tonne cement storage silos
- One 4 tonne cement weigh hopper
- Two Aggregate weigh hoppers 8m³ ea
- Clad loading bay beneath silo structure
- Two "CEA 98" silo reverse pulse filters
- Single 750mm wide wind boarded conveyor system
- One gob hopper discharge through rubber sock to transit mixer
- Two truck washout box
- One Sloping settlement pit
- Recycling stirrer pit
- Discharge and sample pit (Upstream diversion).
- One 90,000 litre recycle water tank

3.4 Civil Works

The Following civil works will be undertaken to enable the facility to function:

- Access cross-over and associated drainage culvert
- Hardstand/operational area
- Designated aggregate areas
- Perimeter bund
- Drainage sump and over flow culvert
- Plastic lines washout sump

4.0 Environment Control

The basis for the environmental control measures applicable to the project which include the following:-

4.1 Topsoil Retention

Topsoil that is stripped from the site to enable an operational hardstand area to be created will be retained in perimeter garden bed.



Prepared by
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136-140 MAFFRA STREET, COOLAROO, VIC
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ATTACHMENT No [5] - Response to Objectors - Environmental Management Plan

E.B. Mawson & Sons
Environmental Management Plan – Fixed Batch Plant

4.2 Vegetation Retention

The batching facility will be positioned on the nominated site such as to minimise the clearing of any vegetation. No trees need to be removed to provide adequate working area.

4.3 Imported Hardstand Material

Imported hardstand material will comply with EPA 'Clean Fill' requirements.

4.4 Drainage Provisions

The proposed plant is designed to ensure the catchment and re-use of all plant and rain water in the yard through a series of large storage vessels and aggressively sloped yard pavements. The treatment of run-off from the "contaminated catchment" area occurs through a series of storage vessels which are capable of holding the first 20mm of rain water.

4.5 Effluent Control Provisions

A plastic lined sump and small diversion bank will be constructed immediately adjacent to the low side of the agitator batching station. The sump will have a capacity of approximately 1,500 litres and will provide storage to cater for: -

- Unexpected batch spillage
- Unexpected admixture leakage
- Agitator chute washing

Waste water from chute wash outs will be allowed to settle overnight and subsequently pumped from the sump and recycled into the 90,000 litre batch water tank.

Any inadvertent concrete spillage will be allowed to harden, prior to being picked up and removed from site.

All non-organic waste, including any oil drums, grease cartridges and general waste will be removed from site and legally disposed.



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ATTACHMENT No [5] - Response to Objectors - Environmental Management Plan

E.B. Mawson & Sons
Environmental Management Plan – Fixed Batch Plant

4.6 Imported Material Supply and Storage

Imported materials used in the production of concrete or operation of the batching facility will be delivered, decanted, stored and dispensed so as to minimise adverse environmental discharges. The following controls will minimise environmental risk:-

Cement –

- 160 tonne bulk cement silo complete with dust emission filter system will be utilised.
- Cement will be delivered in bulk cement tankers that decant directly into the silo.

Admixtures –

- 3 x 500 or 1,000 litre dedicated storage tanks will be established on site. Admixtures will be delivered and decanted by dedicated tankers.
- Admixtures will be dispensed directly from the storage tanks into the agitators via an electronic pump system.

Aggregate – Aggregate (rock and sand) will be delivered to site in a damp condition, minimising the potential for dust emissions. Aggregate will be stored on the hard stand area, in the dedicated storage bins and confined by the perimeter bund. Water will be applied to stockpiles if required to avoid dust emissions during adverse weather.

Fuel – A fuel tank will be utilized to supply, dispense and store diesel fuel for the generator and front end loader. The capacity of the fuel trailer will not exceed 1000 litres. The proposed sumps and bunds provide adequate catchment control in the event of a fuel spill.

All chemicals stored onsite will be stored in accordance with the Hazardous substances and Dangerous Goods Act.

4.7 Dust Emission Controls

State Environmental Protection Policy (SEPP) – Ambient Air Quality will be used as a benchmark for the control of dust emissions from the site. WorkSafe Australia (NOHSC) “Exposure Standards of Atmospheric Contaminants in the Occupational Environment – Guidance Notes and Exposure Standards” shall be adopted as a benchmark for workplace dust exposure.

The Emission of dust will be controlled by the following measures:-

- Dust filters on the bulk silo.
- Direct dispensing of cement from silo into agitator.
- The supply of damp aggregate & sand.
- Watering aggregate and sand stockpiles in adverse weather.
- Watering hardstand area in adverse weather.
- Use of water cart to water haul roads in adverse weather.



Prepared by
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136-140 MAFFRA STREET, COOLAROO, VIC
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ATTACHMENT No [5] - Response to Objectors - Environmental Management Plan

E.B. Mawson & Sons
Environmental Management Plan – Fixed Batch Plant

4.8 Noise Emission Control

State Environmental Protection Policy (SEPP) N-1 and the accompanying Interim Guidelines for Control of Noise from Industry in Country Victoria, N3/89 will be used as a benchmark for the control of noise generated from the operation.

4.9 Weed Importation Control

Plant and equipment shall be clean of topsoil prior to being delivered to site. Inspection of plant and equipment will be undertaken prior to entering the site. Contaminated plant or equipment will not be permitted to enter the site. Similarly all items should be cleaned prior to leaving site.



Prepared by
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ATTACHMENT No [5] - Response to Objectors - Environmental Management Plan

E.B. Mawson & Sons
Environmental Management Plan – Fixed Batch Plant

5.0 Environmental Complaints

Complaints received by Mawson's regarding the use of the land shall be registered on Mawson's Environmental Management – Complaint Report Form (refer Appendix 2) and managed in accordance with Mawson's Environmental Complaint Resolution Process (as detailed in appendix 3). All complaints will therefore be registered and notified to Mawson's Executive and resolution proposals implemented accordingly.

Mawson's complaint resolution process promoted the resolution of complaints to either party seeking the assistance of responsible Government Authorities.

Complaints shall be reviewed against compliance requirements of relevant Shire planning requirements and relevant Legislative Act and Regulations. Considerable efforts will also be made to resolve reasonable complaints regarding conditions that are determined to be within Legislative requirements.

6.0 Emergency Contacts

Environmental Management Plan

Mawson's Fixed Batching Concrete Plan
Prepared by;
Concrete Equipment Australia (Trading)
136 – 140 Maffra Street, Coolaroo, Victoria 3064

Whenever possible all complaints should initially be directed to Mawson's Concrete Plant Manager.

E.B Mawson & Sons Pty Ltd Head Office
141 King George Street
Cohuna, Victoria 3568

P.O.Box 66,
Cohuna, Victoria, 3564

Ph 03 5456 2409
Fax 03 5456 2428



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ATTACHMENT No [5] - Response to Objectors - Environmental Management Plan

MAWSONS ENVIRONMENTAL MANAGEMENT COMPLAINT REPORT FORM

SITE:

COMPLAINT RECEIVED BY: in person via phone written (letter, email etc)

Date: Time: Recipient (*signature*)

COMPLAINT RECEIVED FROM:

Name Organisation (*if applicable*)
Address
Phone No/s.

STATUS OF COMPLAINANT

abutting land owner responsible authority rep community group representative
 landowner/resident general public other

CATEGORY OF COMPLAINT:

Noise Drainage Hours of operation
 Dust Groundwater Hazardous Materials/Effluent
 Weeds/Vegetation Access/Traffic other

COMPLAINT DESCRIPTION:

PRELIMINARY ASSESSMENT OF COMPLAINT:

Date Time by (*signature*)

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ATTACHMENT No [5] - Response to Objectors - Environmental Management Plan

MAWSONS ENVIRONMENTAL MANAGEMENT COMPLAINT REPORT FORM

EMERGENCY ACTION *(if applicable)*:

Completed by: Date Time: by *(signature)*

PROPOSED CORRECTIVE ACTIONS *(to prevent a recurrence)*

ACTIONS	PERSON RESPONSIBLE	DATE FOR COMPLETION	ACTION COMPLETED

RESPONSE/ACTION REVIEW – GENERAL MANAGER:

General Manager *(signature)* Date

POST RESPONSE/ ACTION CONSULTATION WITH COMPLAINANT:

Date Time by *(signature)*

CLOSED OUT:

Date Time by *(signature)*

FILE NO: 52015115
3. DEVELOPMENT AND LIVEABILITY

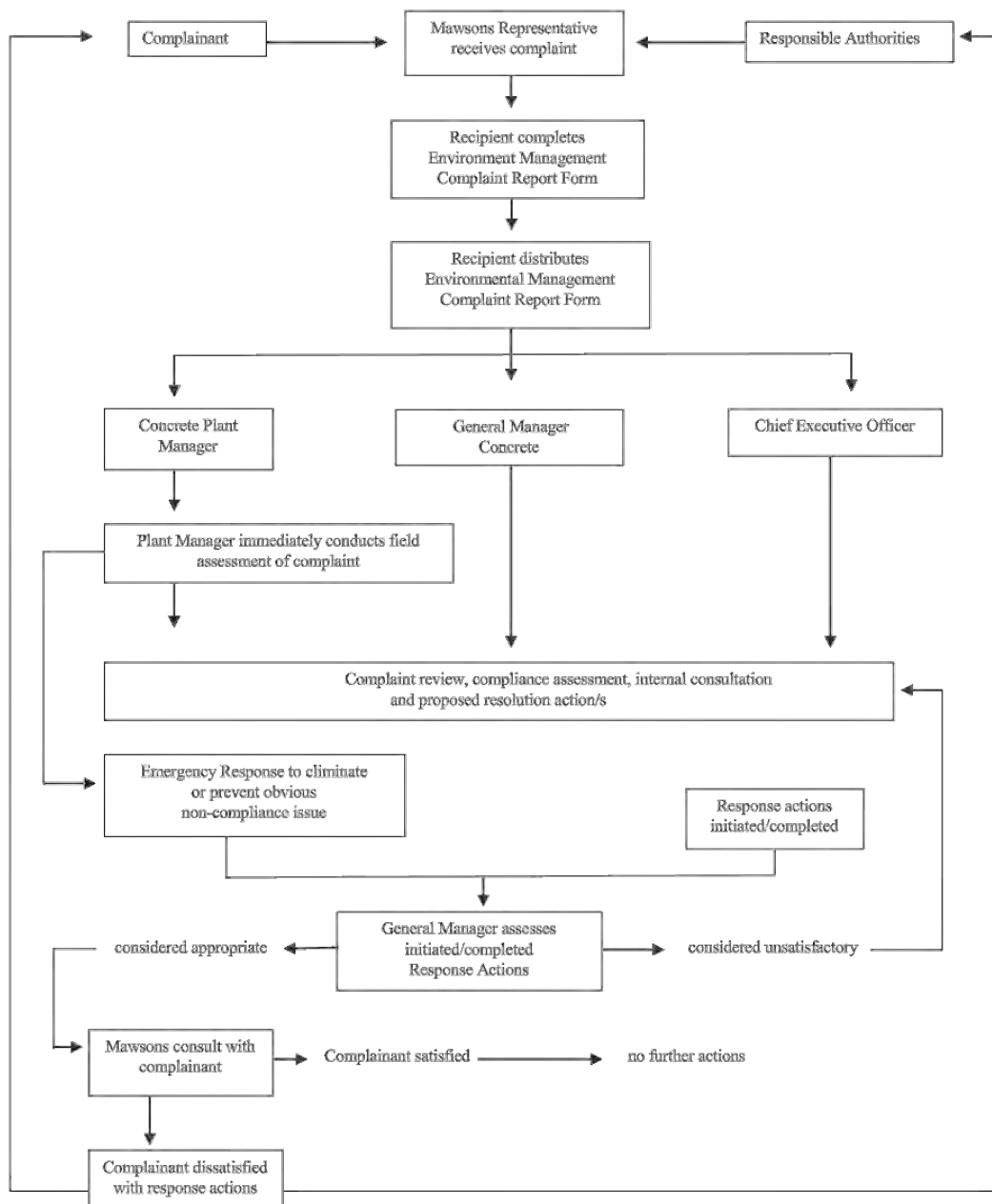
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ATTACHMENT No [5] - Response to Objectors - Environmental Management Plan

MAWSONS – CONCRETE

Complaint Resolution Process – Environmental Management



APPENDIX 3

FILE NO: F13/503
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)

ASSEMBLIES OF COUNCILLORS

RECOMMENDATION

That Council receive and note the attached Records of Assembly of Councillors.

1. Executive Summary

The records of the Assembly of Councillors reported during the month of August 2015 are attached to this report.

Inclusion of the attached records of Assembly of Councillors in the Council agenda, and incorporation into the Minutes ensures Council meets its statutory obligations under section 80A of the Local Government Act 1989 (the Act).

2. Background and Options

An Assembly of Councillors is defined under Division 1A – Conduct and interests in section 76AA of the Act:

assembly of Councillors (however titled) means a meeting of an advisory committee of the Council, if at least one Councillor is present, or a planned or scheduled meeting of at least half of the Councillors and one member of Council staff which considers matters that are intended or likely to be -

- (a) the subject of a decision of the Council; or
- (b) subject to the exercise of a function, duty or power of the Council that has been delegated to a person or committee—

but does not include a meeting of the Council, a special committee of the Council, an audit committee established under section 139, a club, association, peak body, political party or other organisation.

Section 80A of the Act requires the Chief Executive Officer to ensure that a written record of an assembly of Councillors is reported to an ordinary meeting of the Council as soon as practicable. The written record must include whether a Councillor who has disclosed a conflict of interest leaves the assembly.

Section 80A(1) requires that a record is kept of:

- (a) the names of all Councillors and members of Council staff attending;
- (b) the matters considered;
- (c) any conflict of interest disclosures made by a Councillor attending under subsection (3);
and
- (d) whether a Councillor who has disclosed a conflict of interest as required by subsection (3) leaves the assembly.

3. Financial Implications

There are no financial implications with this report.

FILE NO: F13/503
3. OUR COMMUNICATIONS AND
PROCESSES

ITEM NO: 10.1.1
(GOVERNANCE RECORDS OFFICER,
MARGARET HINCK)
(GENERAL MANAGER - CORPORATE,
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ASSEMBLIES OF COUNCILLORS (cont'd)

4. Risk Management

There are no risk implications with this report.

5. Internal and External Consultation

The community are able to access written records of assemblies of Councillors.

6. Regional Context

There are no regional contexts associated with this report.

7. Council Plan Strategy`

Ensuring Good Governance to meet legislative obligations

8. Legislative / Policy Implications

This report complies with the requirements under the *Local Government Act 1989*.

9. Environmental Impact

There are no environmental impacts with this report.

10. Conflict of Interest Considerations

There are no council officer conflict of interest issues to consider within this report.

11. Conclusion

The Assembly of Councillors records attached to this report are a true and accurate record of all assemblies of Councillors reported during August 2015. Their recording into the Council Minutes ensures Council meets its statutory obligations under section 80A of the Act.

Attachments

- 1 Attachment 10
- 2 Attachment 11
- 3 Attachment 13
- 4 Attachment 24
- 5 Attachment 25

FILE NO: F13/503
3. OUR COMMUNICATIONS AND
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ITEM NO: 10.1.1
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ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [1] - Attachment 10



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	Monday 10 August 2015
Name of meeting	Councillor Briefing
Councillors attending	Councillors Marie Martin,(depart 12:10 returned 3:30), Ed Cox, Gary Cleveland, Peter Mansfield, Kevin Bourke, Wendy Buck, Alex Monk, Don McPhee (arrived 11:22 am)
Council staff attending	Chief Executive Officer, Mark Henderson General Manager Corporate, Leanne Mulcahy General Manager Infrastructure, Andrew Close, Manager Governance and Communications, Linda Nieuwenhuizen Manager Risk, Audit and Compliance, Bruce Berg von Lindhe Business Analyst, Natalie Tubbs Desk Top Support Officer, Brendan Freund Manager Community Development, David Booth Manager Safety and Amenity, Sally Rice Environmental Services Technical Officer, Jackson Tennant
Matters discussed	<ol style="list-style-type: none"> 1. Agenda as provided 2. Cobram Saleyards 3. Toilets at Cobram Showgrounds 4. Levees and Victorian Floodplain Management Strategy 5. Yarrowonga Jetty Proposal 6. Public Transport Consultation in Shepparton 7. Environmental Flows and Constraints 8. Future Community Planning and Consultation Opportunities 9. Current Community Consultation and Communication Programs – Heritage Amendment, Numurkah Flood Study 10. Issuing of 2015/16 rates notices
Conflict of Interest Disclosures (indicate below if Nil or complete details)	Nil

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3. OUR COMMUNICATIONS AND
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ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [2] - Attachment 11



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	11 August 2015
Name of meeting	Disability Advisory Committee
Councillors attending	Councillor Don McPhee
Council staff attending	Community Services Officer, Hayley Benson Community Development Officer, Frank Malcolm Community Development Officer, Annabelle Mendoza
Matters discussed	1. Cobram Cinema Project 2. Quinn Street Numurkah Toilet Upgrade 3. Nathalia Streetscape 4. Disability Action Plan Redevelopment 5. International Day of People with Disability suggestions (Tuesday 3 December)
Conflict of Interest Disclosures (indicate below if Nil or complete details)	
Nil	

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3. OUR COMMUNICATIONS AND
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ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [3] - Attachment 13



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	13 August 2015	
Name of meeting	Numurkah Floodplain Management Study and Plan – Draft Study Report - Information Session	
Councillors attending	Councillors Alex Monk, Ed Cox, Gary Cleveland, Wendy Buck, Peter Mansfield, Marie Martin, Kevin Bourke, Don McPhee	
Council staff attending	Chief Executive Officer, Mark Henderson General Manager Infrastructure, Andrew Close Manager Governance and communication , Linda Nieuwenhuizen Safety and Amenity Coordinator, John Shaw Executive Assistant to Mayor and Councillors, Bobby Brook	
Matters discussed	1. Numurkah Floodplain Management Study and Plan – Draft Study Report	
Conflict of Interest Disclosures (indicate below if Nil or complete details)		
Matter No.	Councillor	Did Councillor leave meeting
1.	Cr Marie Martin	No

FILE NO: F13/503
3. OUR COMMUNICATIONS AND
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ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [4] - Attachment 24



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	24 August 2015
Name of meeting	Councillor Briefing
Councillors attending	Councillors Marie Martin, Ed Cox, Gary Cleveland, Peter Mansfield, Kevin Bourke, Wendy Buck, Alex Monk
Council staff attending	Chief Executive Officer, Mark Henderson General Manager Corporate, Leanne Mulcahy General Manager Infrastructure, Andrew Close, Manager Governance and Communications, Linda Nieuwenhuizen
Matters discussed	
1. Agenda as provided	
Conflict of Interest Disclosures (indicate below if Nil or complete details)	
Nil	

FILE NO: F13/503
3. OUR COMMUNICATIONS AND
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ASSEMBLIES OF COUNCILLORS (cont'd)

ATTACHMENT No [5] - Attachment 25



RECORD OF ASSEMBLY OF COUNCILLORS

Date held	25 August 2015
Name of meeting	Youth Council Meeting
Councillors attending	Councillors Ed Cox, Gary Cleveland, Alex Monk
Council staff attending	Youth Development Officer, Hollie Barnes Business Support Officer, Gale Hatton Coordinator Waste Management Services, John Mangan, Environmental Services Technical Officer, Jackson Tennant
Matters discussed	1. Youth and Town Issues 2. Youth Council Celebration Evening 3. Presentation on Recycling and Green Waste.
Conflict of Interest Disclosures (indicate below if Nil or complete details)	
Nil	

**FILE NO: 11.1
6. GOVERNANCE**

**ITEM NO: 11.1
(EXECUTIVE ASSISTANT TO CEO,
ROBYN BONADDIO)
(GENERAL MANAGER - CORPORATE,
LEANNE MULCAHY)**

ACTION OFFICERS LIST

RECOMMENDATION

That Council receive and note the Action Officers List.

Attachments

- 1 September Action Officer's list

FILE NO: 11.1
6. GOVERNANCE

ITEM NO: 11.1
(EXECUTIVE ASSISTANT TO CEO,
ROBYN BONADDIO)
(GENERAL MANAGER - CORPORATE,
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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

<p>Meeting: Ordinary Council Meeting 24 August 2015</p> <p>Subject: General Business</p> <p>MOTION</p> <p>CRS WENDY BUCK / KEVIN BOURKE</p> <p>That Council officers try and coordinate with Numurkah Recreation Reserve Committee of Management to achieve better outcomes of management and operation of Council Facilities.</p> <p>ACTIVITY</p> <p>Council officers are working closely with the Numurkah Showgrounds committee of management on a number of priorities at this time including building maintenance, capital upgrades to access to the building and future priorities for the benefit of all users of the site.</p> <p>The operations and risk management manual remains central to operation of the committee and delineating between Council and committee responsibilities.</p>	<p>(CARRIED)</p>
<p>Meeting: Ordinary Council Meeting 24 August 2015</p> <p>Subject: General Business</p> <p>MOTION</p> <p>CRS KEVIN BOURKE / WENDY BUCK</p> <p>That Council Officers try and coordinate with Section 86 Committees of Management to achieve better outcomes of management and operation of Council Facilities.</p> <p>ACTIVITY</p> <p>Following advice to S86 committees of Councils commitment to core asset management functions such as electrical switchboard inspections, white ant inspections and testing and tagging, Council officers responsible for these activities have been provided with committee of management contact details so, as a courtesy, they are able to make contact before proceeding with these works.</p>	<p>(CARRIED)</p>

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ITEM NO: 11.1
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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

Meeting: Ordinary Council Meeting 24 August 2015
Subject: Notice of Motion
MOTION
CRS PETER MANSFIELD / WENDY BUCK
That Council do a study into the Yarrawonga Library addressing future requirements on space, trends etc to report back to Council in November 2015 with options for the future.
ACTIVITY Information being collated and on track for reporting to Council in November.
(CARRIED)

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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

<p>Meeting: Ordinary Council Meeting 27 July 2015</p> <p>Subject: Road Naming - Martin St Wilby</p>
<p>MOTION</p> <p>CRS KEVIN BOURKE / BRIAN KEENAN</p> <p>That Council:</p> <ol style="list-style-type: none"> 1. Adopt Smith St as the interim name for the section of Martin St Wilby west of the Hall St Wilby and seek an exemption from the Registrar of Geographic Names to Principle 1 (D) of the Guidelines for Geographic Names 2010. 2. Adopt Mallows St as the interim name of Martin St Wilby east of Hall St Wilby. 3. Place advertisements in local papers seeking comments on the proposed names within 30 days. 4. write to owners of properties adjoining this road seeking comments within 30 days, and 5. Adopt the interim names if no objections are received and submit them to the Office of Geographic Names. <p>ACTIVITY 31/8/15 Received advice that exemption granted. Letters to adjoining landowners sent 1/9/15 and advertising appeared 2/9/15.</p> <p>(CARRIED)</p>

**FILE NO: 11.1
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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

<p>Meeting: Ordinary Council Meeting 27 July 2015 Subject: Lott Street Yarrawonga</p> <p>MOTION</p> <p>GRS WENDY BUCK / BRIAN KEENAN</p> <p>That:</p> <ol style="list-style-type: none"> 1. Council consult with the Yarrawonga community about the Lott Street residents proposal to remove semi mature spotted gum trees from Lott Street, Yarrawonga and replant the street with Griffith Pink Brachychitron trees, and that consultation be done in conjunction with seeking a Town Planning Permit to undertake the works. 2. Council consider the project as part of future budget reviews and capital programs, subject to the outcome of a wider consultation program to be done as part of the Town Planning process. 3. Council thank the residents who participated in the consultation program, and advise them of Council's decision. <p>ACTIVITY A town planning permit will be sort over the coming months.</p> <p style="text-align: right;">(CARRIED)</p>

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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

<p>Meeting: Ordinary Council Meeting 27 July 2015 Subject: General Business</p>
<p>CRS KEVIN BOURKE / BRIAN KEENAN That Council work with St Mary's of the Angels and Nathalia Secondary College to erect a school crossing in Pearce Street Nathalia. (CARRIED)</p>
<p>ACTIVITY</p> <ul style="list-style-type: none"> • Traffic and pedestrian counts will be undertaken during August • Discussions will be held with both schools on the proposed location of the crossing and the needs for the crossing. • The criteria for the crossing will be discussed with Vicroads at the next Local Traffic Liaison Committee meeting schedule for the first week in September
<p>Meeting: Ordinary Council Meeting 27 July 2015 Subject: General Business</p>
<p>MOTION CRS WENDY BUCK / DON MCPHEE That Council Officers investigate and report to Council on options relating to all ability playground equipment in Yarrowonga. (CARRIED)</p>
<p>ACTIVITY Report to be presented regarding the all ability playground equipment in Yarrowonga.</p>

FILE NO: 11.1
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ITEM NO: 11.1
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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

Meeting: Ordinary Council Meeting 27 July 2015
Subject: Council seal
MOTION
CRS DON MCPHEE / WENDY BUCK
That Council authorise the Chief Executive Officer to finalise and to sign and affix the Council seal to a suitable licence agreement that provides Council with permission to construct and operate a public Walking/Cycling track within the Silverwoods development, along Hogans Road in Yarrowonga.
ACTIVITY
Seal to be affix. Works to follow completion of the licence agreement.
(CARRIED)

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6. GOVERNANCE

ITEM NO: 11.1
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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

Meeting: Ordinary Council Meeting 23 March 2015
Subject: Petition Maple Crescent Park, Numurkah
MOTION CRS ALEX MONK / KEVIN BOURKE That: 1. The local community be consulted and participate in development of a plan, as well as works to implement the plan, to develop the Maple Crescent Park. 2. The petition organizer be thanked for their time and effort taken to prepare and circulate the petition. (CARRIED)
ACTIVITY The meeting has been tentatively scheduled for October.

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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

Meeting: Ordinary Council Meeting 23 February 2015	
Subject: Lease to National Broadband Network - Wunghnu	
MOTION CRS KEVIN BOURKE / DON MCPHEE That Council: 1. Resolve to enter into a lease with the National Broadband Network Company to occupy land within the Wunghnu Recreation Reserve in Carlisle St Wunghnu for the construction of a telecommunications tower. 2. Authorise the CEO to sign and seal the lease documents. (CARRIED)	
ACTIVITY Paper work completed at this end, waiting return of lease agreement.	

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ITEM NO: 11.1
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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

Meeting: Ordinary Council Meeting 23 February 2015	
Subject: Lease to Optus Mobile Pty Ltd – Cobram, Numurkah and Yarrawonga	
MOTION CRS BRIAN KEENAN / ED COX That Council: 1. Resolve to enter into separate leases with Optus Mobile Pty Ltd to occupy an area on each of the Moira Shire Council telecommunication towers and land located at 44 Station St Cobram, 97-99 Melville St Numurkah and 28-30 Belmore St Yarrawonga. 2. Authorise the CEO to sign and seal the lease documents, (CARRIED)	
ACTIVITY Paper work completed at this end, waiting return of lease agreement.	

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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

Meeting: Ordinary Council Meeting 23 February 2015
Subject: Lease to Telstra Corporation Limited - Nathalia Telecommunications Tower
<p>MOTION</p> <p>CRS KEVIN BOURKE / DON MCPHEE</p> <p>That Council:</p> <ol style="list-style-type: none"> 1. Resolve to enter into a lease with Telstra Corporation to occupy part of the Moira Shire Council telecommunications tower and land located at 77 Blake St Nathalia. 2. Authorise the CEO to sign and seal the lease proposal and lease documents. <p>(CARRIED)</p>
<p>ACTIVITY</p> <p>Paper work completed at this end, waiting return of lease agreement.</p>

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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

<p>Meeting: Ordinary Council Meeting 15 September 2014</p>
<p>Subject: General Business – VCAT orders.</p>
<p>MOTION CRS KEVIN BOURKE / MARIE MARTIN That Council authorise the Chief Executive Officer to seek enforcement of the recent VCAT orders on the tyre storage facilities at Numurkah and Katunga (CARRIED)</p>
<p>ACTIVITY The matter has progressed in the Supreme Court. The next hearing date is scheduled for 11 August. With respect to the unpaid infringement order brought to the Magistrates court, the matter was heard for the first time on 29 July 2015. The Respondent were absent at the hearing and the matter was therefore referred for an ex parte hearing scheduled for 24 August. It is at this instance where Council will be expected to appear in the witness box to present our witness statements.</p>

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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

Meeting: Ordinary Council Meeting 09 December 2013	
Subject: Cobram Library	
MOTION CRS GARY CLEVELAND / MARIE MARTIN That: 1. Council approve the Cobram Civic Centre as the location for the new Cobram Library/Community Hub. 2. Authorise Council Officers to seek the services of a suitably qualified Architect to undertake the detailed design of a multiple staged 'Civic Centre Precinct' in order to meet with the projected future needs of the community, with Stage 1 of the project being a new Library facility and associated works.	(CARRIED)
ACTIVITY The Library's Technical Sub Committee and Steering Committee met with the Architect on the 23 rd June to review the preliminary design plans. Design plans have been revised to incorporate the Goulburn Valley Regional Library Group's requirements for installation of Radio Frequency Identification Digital Scanner equipment. Detail design plans and specifications are on track for completion in September. The fundraising launch was held in August. The fundraising sub raising committee is actively approaching business and community groups for funding. The contract tender for construction is on track for advertising in October.	

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ACTION OFFICERS LIST (cont'd)

ATTACHMENT No [1] - September Action Officer's list

Action Officers List –September 2015

Meeting: Ordinary Council Meeting 12 December 2011
Subject: Local Law 2007 Meeting Procedure
MOTION That Council review the Local Law 2007 Meeting Procedure. (CARRIED)
ACTIVITY A briefing note was distributed in late November. Focus of the review is around options for question time. Staff have done a preliminary review with proposed improved changes and will refine before seeking feedback from Councillors.

FILE NO: VARIOUS

ITEM NO: 15

GENERAL BUSINESS**Clause 62 of Council's "Meeting Procedures Local Law 2007 (No 1 of 2007) states:****62. Urgent or general business**

1. Business which has not been listed on a meeting agenda may only be raised as urgent or general business if the majority of Councillors are present and it is agreed to by a resolution of the Council.
2. Notwithstanding sub-clause (1), if all Councillors are not present, the Chairperson may rule the matter is of urgency and accept an urgency motion to deal with the business which has not been listed on the meeting agenda.
3. An urgency motion can be moved without notice.
4. Only the mover of an urgency motion may speak to the motion before it is put

FILE NO: VARIOUS

ITEM NO: 16

QUESTIONS FROM THE PUBLIC GALLERY

Clause 63 of Council's "Meeting Procedures Local Law 2007 (No. 1 of 2007) states:

63. Question Time

1. At every ordinary meeting of the Council a maximum of 30 minutes may be allocated to enable members of the public to submit questions to Council.
2. The time allocated may be extended by unanimous resolution of Council.
3. Sub-clause (1) does not apply during any period when the Council has resolved to close a meeting in respect of a matter under section 89 (2) of the Act.
4. To assist the accurate recording of minutes and addressing any questions that may require written response or follow up, the Chief Executive Officer may require questions to be submitted in writing on a form approved or permitted by Council.
No person may submit more than two (2) questions at any one (1) meeting.
The Chairperson or member of Council staff nominated by the Chairperson may read a question to those present.

No question must be so read unless:

- (a) the person asking the same is in the gallery at the time it is due to be read; and
- (b) the person asking the question reads the same when called upon by the Chairperson to do so.

A question may be disallowed by the Chairperson if it:

- (a) relates to a matter outside the duties, functions and powers of Council;
- (b) is defamatory, indecent, abusive, offensive, irrelevant, trivial or objectionable in language or substance;
- (c) deals with a subject matter already answered;
- (d) is aimed at embarrassing a Councillor or a member of Council staff;
- (e) relates to personnel matters;
- (f) relates to the personal hardship of any resident or ratepayer;
- (g) relates to industrial matters;
- (h) relates to contractual matters;
- (i) relates to proposed developments;
- (j) relates to legal advice;
- (k) relates to matters affecting the security of Council property; or
- (l) relates to any other matter which Council considers would prejudice Council or any person.

All questions and answers must be as brief as possible, and no discussion may be allowed other than for the purposes of clarification.

The Chairperson may request a Councillor or member of Council staff to respond, if possible, to the question.

A Councillor or member of Council staff may require a question to be put on notice until the next Ordinary meeting, at which time the question must be answered, or elect to submit a written answer to the person asking the question.

A Councillor or member of Council staff may advise Council that it is his or her opinion that the reply to a question should be given in a meeting closed to members of the public. The Councillor or member of Council staff must state briefly the reason why to reply should be so given and, unless Council resolves to the contrary the reply to such question must be so given.

FILE NO: VARIOUS

ITEM NO: 17

MEETING ADJOURNMENT

RECOMMENDATION

That the meeting be adjourned for 10 minutes.

RECOMMENDATION

That the meeting be resumed.

RECOMMENDATION

That pursuant to Sections 89(2) (b) (d) and (h) of the Local Government Act, 1989, this meeting of Council be closed to members of the public in order for Council to discuss personnel and contractual matters which the Council considers would prejudice the Council or any person..

RECOMMENDATION

That pursuant to Section 89(2) of the Local Government Act 1989, Council resolve to continue in open session.

RECOMMENDATION

That the recommendations of the "Closed" Meeting of Council be adopted.