

MEETING OF SPECIAL COUNCIL

AGENDA

WEDNESDAY 11 JULY 2018

AT 5PM

COPACC



COLAC OTWAY SHIRE COUNCIL SPECIAL MEETING

11 JULY 2018

TABLE OF CONTENTS

OPENING PRAY	ER	3
PRESENT		3
APOLOGIES		3
WELCOME AND	ACKNOWLEDGEMENT OF COUNTRY	3
QUESTION TIM	E	4
DECLARATIONS	OF INTEREST	4
	OFFICER REPORTS	
SC181107-1	2018 COMMUNITY SATISFACTION SURVEY	5
SC181107-2	MUNICIPAL PUBLIC HEALTH AND WELLBEING PLAN 2017-2021 ANNUAL REVIEW	111
SC181107-3	EXPRESSIONS OF INTEREST TO HOST 2019 AUSTRALIA DAY EVENT	116
SC181107-4	AUSTRALIA DAY ADVISORY COMMITTEE TERMS OF REFERENCE	122
SC181107-5	CORANGAMITE REGIONAL LIBRARY CORPORATION - AMENDED LOCAL LAWS	133
SC181107-6	CORANGAMITE REGIONAL LIBRARY CORPORATION SERVICE LEVEL AGREEMENT	
CC101107 7	ASSET MANAGEMENT POLICY	
SC181107-7		196
SC181107-8	APOLLO BAY AIRFIELD LEASE & LICENCE TO BUSH PILOTS AUSTRALIA PTY LTD TRADING AS APOLLO BAY AVIATION	204

COLAC OTWAY SHIRE COUNCIL SPECIAL MEETING

NOTICE is hereby given that the next **SPECIAL MEETING OF THE COLAC OTWAY SHIRE COUNCIL** will be held at COPACC on 11 July 2018 at 5pm.

AGENDA

1. I DECLARE THIS MEETING OPEN

OPENING PRAYER

Almighty God, we seek your blessing and guidance in our deliberations on behalf of the people of the Colac Otway Shire.
Enable this Council's decisions to be those that contribute to the true welfare and betterment of our community.

AMEN

2. PRESENT

3. APOLOGIES

4. WELCOME AND ACKNOWLEDGEMENT OF COUNTRY

Colac Otway Shire acknowledges the original custodians and law makers of this land, their elders past and present and welcomes any descendants here today.

I ask that we all show respect to each other and respect for the office of an elected representative.

All Council and Committee meetings are audio recorded, with the exception of matters identified as confidential items in the Agenda. This includes the public participation sections of the meetings.

Audio recordings of meetings are taken to facilitate the preparation of the minutes of open Council and Committee meetings and to ensure their accuracy.

In some circumstances a recording will be disclosed to a third party. Those circumstances include, but are not limited to, circumstances, such as where Council is compelled to disclose an audio recording because it is required by law, such as the Freedom of Information Act 1982, or by court order, warrant, or subpoena or to assist in an investigation undertaken by the Ombudsman or the Independent Broad-based Anti-corruption Commission.

Council will not use or disclose the recordings for any other purpose. It is an offence to make an unauthorised recording of the meeting.

The sole purpose of the Special Meeting is to consider:

- The results from the Community Satisfaction Survey.
- The Municipal Public Health and Wellbeing Plan 2017-2021 Annual Review.
- The location for the 2019 Australia Day Awards.
- The Australia Day Advisory Committee Terms of Reference.
- The Corangamite Regional Library Corporation's amended Local Laws.
- The Corangamite Regional Library Corporation Service Level Agreement.
- The proposed Asset Management Policy.
- The lease and licence agreement for the Apollo Bay Airfield.

In the Special Council meeting advertisement which appeared in the *Colac Herald* on 29 June 2018, the following item was also listed for this meeting however it has since been withdrawn:

 The Conservation Ecology Centre (Wildlife Wonders) lease – 465 Great Ocean Road, Apollo Bay.

5. QUESTION TIME

At every Special Meeting, a public question time not exceeding 30 minutes will be held to enable any member of the public to question Council but only on items included in the Agenda of that Special Meeting.

Please remember, you must ask a question. If you do not ask a question you will be asked to sit down and the next person will be invited to ask a question.

- 1. Questions received in writing prior to the meeting (subject to attendance and time).
- 2. Questions from the floor.

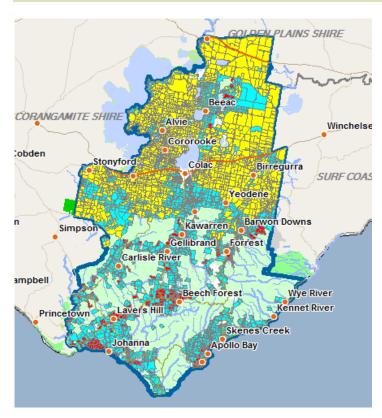
6. DECLARATIONS OF INTEREST



2018 COMMUNITY SATISFACTION SURVEY SC181107-1

LOCATION / ADDRESS	Whole of municipality	GENERAL MANAGER	Errol Lawrence	
OFFICER	Melanie Duve	DIVISION	Corporate Services	
TRIM FILE	F17/7279	CONFIDENTIAL	No	
ATTACHMENTS	 Report JWS Research - Communication Satisfaction Survey - 2018 Report Tailored Questions JWS Research - Communication Satisfaction Survey - 2018 			
PURPOSE	To provide Council with a summary of the findings of the 2018 Community Satisfaction Survey (CSS) results.			

1. LOCATION PLAN / AERIAL PHOTO



2. EXECUTIVE SUMMARY

Local Government Victoria commissioned JWS Research to undertake the 2018 Community Satisfaction Survey. The survey consisted of seven core compulsory questions and 16 optional questions on the performance of selected Council services.

Review of the core performance measures shows that performance on all but one core measure *increased* in comparison with the 2017 survey. The overall performance index score of 55 for Colac Otway Shire represents a significant eight point increase from last year's results, with the performance rating being in line with the Large Rural group average of 56, however lower than the State-wide average of 59.

Customer Service is the top performing area with the highest rated core performance measure of 68 points. The three individual services rated highest performing were Art centres and libraries, Emergency and disaster management and elderly support. The bottom three individual services are condition of Sealed Local roads, Planning and Building permits and Unsealed roads. Sealed local roads were the only core measure to decrease between 2017 and 2018.

Council did not experience any significant declines in ratings in the past year. This is a positive result for Council.

3. RECOMMENDATION

That Council notes the results of the 2018 Community Satisfaction Survey conducted in the period 1 February – 30 March 2018.

4. BACKGROUND / KEY INFORMATION

BACKGROUND

Local Government Victoria (LGV) annually coordinates and auspices a State-wide survey throughout Victorian local government areas. This coordinated approach allows for far more cost effective surveying that would be possible if councils commissioned surveys individually. The survey also provides councils with a means to fulfil some of their statutory reporting requirements as well as acting as a feedback mechanism to LGV. JWS Research was commissioned by LGV to undertake the 2017 Community Satisfaction Survey (CSS).

Participating councils have various choices as to the content of the questionnaire and the sample size to be surveyed, depending on their individual strategic, financial and other considerations. The survey consists of seven compulsory core questions plus 24 optional questions for councils to select from. These latter questions are repeated for each of the perspectives of importance, performance and/or whether the interviewee or a member of their household had experienced any of the services in the past 12 months.

KEY INFORMATION

2018 Survey Questionnaire

The sample size for the 2018 State-wide Local Government Community Satisfaction Survey for Colac Otway Shire Council was 400.

The 2018 survey consisted of two components; seven core compulsory questions and 16 individual service questions.

The seven core compulsory questions address the following areas:

- Overall performance
- Community consultation
- Advocacy
- Making community decisions
- Sealed local roads
- Customer service
- Overall council direction

From the 24 optional questions, 16 were selected with these to be asked from a performance perspective. The questions were selected to cover a broad range of council services.

- Art centres and libraries
- Emergency and disaster management
- Elderly support services
- Waste management
- Family support services
- Enforcement of local laws
- Recreational facilities
- Appearance of public areas
- Business/community development/tourism
- Environmental sustainability
- Consultation and engagement
- Lobbying
- Community decisions
- Sealed local roads
- · Planning and building permits
- Unsealed roads

Summary of results

All but one core measure *increased* in comparison with the 2017 survey.

Results for the 7 core measures

Overall performance, community consultation and customer service had *significant increases*. Overall performance improved by 8 points, from 47 to 55, community consultation improved 9

points, from 46 to 55 and customer service improved 7 points also, from 61 to 68, making this the highest rated core performance measure. As a result of ratings gains, Council's performance (55 points) is in line with averages for the Large Rural councils (56 points).

Sealed local roads showed a *decline* of 3 points, from 42 to 39; being the only performance measure to decline in comparison to 2017.

Advocacy and making community decisions had an *increase* of 4 points each with advocacy improving from 50 to 54 and making community decisions improving from 45 to 49.

Overall council direction increased by 3 points from, 53 to 56.

The current question format does not provide respondents opportunity to give reasons for their performance rating.

Performance of individual service areas

Council's three top performing individual services area in the 2018 survey were:

- Art centres and libraries (index score 73)
- Emergency and disaster management (index score 69)
- Elderly support services & waste management (both with an index score of 68)

The result for *arts centres and libraries* have consistently *increased* since 2016, improving in 2018 by 4 points from 69 to 73, and is the highest rated individual service area among residents. Two-thirds of residents (66%) rate Council's performance in the area of arts centres and libraries as 'very good' or 'good', with those aged 18-34 years rating this service area *significantly higher* than average with an index score of 81.

Emergency and disaster management is another area where council has had a healthy increase, improving from 64 points to 69.

Elderly support services and waste management both sit at third for individual services with elderly support services up by 1 point from, 67 to 68 and waste management up by 2 points from, 66 to 68.

Elderly support services sits just above Council's 2017 result and the Large Rural councils' average index of 67. Those aged 65+ years have rated this service area at a *decrease* of 7 points from 2017 from, 73 to 66. However this rating is still closely aligned with the average index of 67.

Waste management services shows a significant variation between Colac and surrounds rating of 75 compared to Apollo Bay and surrounds rating of 55.

The three lowest performing areas were:

- Sealed local roads (index score 39)
- Planning and building permits (index score 39)
- Unsealed roads (index score 36)

This is consistent with other Councils across various demographics. Roads, and Planning and Building Permits are generally rated lower than most other services.

In response to the CSS, 31% of the roads causing concerns for residents are managed by Colac Otway Shire, with 69% being the responsibility of Vicroads.

FURTHER SUPPORTING INFORMATION

5. COMMUNITY CONSULTATION & ENGAGEMENT

A media release has been prepared and will be made available once the agenda for the Special Council Meeting is made public. Council staff will also be presented with the results following the Special Council Meeting on 11 July 2018.

6. ANALYSIS

ALIGNMENT TO COUNCIL PLAN OR COUNCIL POLICY

The 2018 Community Satisfaction Survey aligns with Council Plan Strategic Theme 3:

• Our Community.

It pertains to how we work and know our community, to understand their needs and aspirations.

ENVIRONMENTAL IMPLICATIONS

Not applicable.

SOCIAL & CULTURAL IMPLICATIONS

Community input into the decision-making processes of Council will help Councillors make better decisions for the community which they were elected to represent.

ECONOMIC IMPLICATIONS

Not applicable.

LEGAL & RISK IMPLICATIONS

Not applicable.

RESOURCE IMPLICATIONS (FINANCIAL ETC)

Not applicable.

7. IMPLEMENTATION STRATEGY

DETAILS

An action plan will be developed addressing the lower performing areas, when compared to the State average.

COMMUNICATION

A presentation will be made to Council employees summarising the survey results, and a media release will be issued to provide results to the community.

8. OFFICER DIRECT OR INDIRECT INTEREST

No officer declared an interest under the *Local Government Act 1989* in the preparation of this report.



CONTENTS



- Background and objectives
- Survey methodology and sampling
- Further information
- Key findings & recommendations
- Summary of findings
- Detailed findings
 - Key core measure: Overall performance
 - Key core measure: Customer service
 - Key core measure: Council direction indicators
 - Individual service areas
 - Detailed demographics
- Appendix A: Detailed survey tabulations
- Appendix B: Further project information

COLAC-OTWAY SHIRE COUNCIL — AT A GLANCE

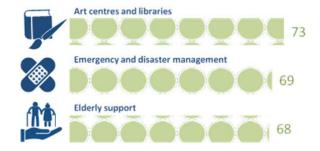




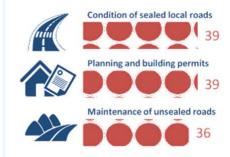
OVERALL COUNCIL PERFORMANCE

Results shown are index scores out of 100.

TOP 3 PERFORMING AREAS



BOTTOM 3 PERFORMING AREAS



^

BACKGROUND AND OBJECTIVES



Welcome to the report of results and recommendations for the 2018 State-wide Local Government Community Satisfaction Survey for Colac-Otway Shire Council.

Each year Local Government Victoria (LGV) coordinates and auspices this State-wide Local Government Community Satisfaction Survey throughout Victorian local government areas. This coordinated approach allows for far more cost effective surveying than would be possible if councils commissioned surveys individually.

Participation in the State-wide Local Government Community Satisfaction Survey is optional. Participating councils have various choices as to the content of the questionnaire and the sample size to be surveyed, depending on their individual strategic, financial and other considerations. The main objectives of the survey are to assess the performance of Colac-Otway Shire Council across a range of measures and to seek insight into ways to provide improved or more effective service delivery. The survey also provides councils with a means to fulfil some of their statutory reporting requirements as well as acting as a feedback mechanism to LGV.

SURVEY METHODOLOGY AND SAMPLING



This survey was conducted by Computer Assisted Telephone Interviewing (CATI) as a representative random probability survey of residents aged 18+ years in Colac-Otway Shire Council.

Survey sample matched to the demographic profile of Colac-Otway Shire Council as determined by the most recent ABS population estimates was purchased from an accredited supplier of publicly available phone records, including up to 40% mobile phone numbers to cater to the diversity of residents within Colac-Otway Shire Council, particularly younger people.

A total of n=400 completed interviews were achieved in Colac-Otway Shire Council. Survey fieldwork was conducted in the period of 1st February – 30th March, 2018.

The 2018 results are compared with previous years, as detailed below:

- 2017, n=400 completed interviews, conducted in the period of 1st February – 30th March.
- 2016, n=400 completed interviews, conducted in the period of 1st February – 30th March.
- 2015, n=400 completed interviews, conducted in the period of 1st February – 30th March.
- 2014, n=401 completed interviews, conducted in the period of 31st January – 11th March.
- 2013, n=400 completed interviews, conducted in the period of 1st February – 24th March.
- 2012, n=400 completed interviews, conducted in the period of 18th May – 30th June.

Minimum quotas of gender within age groups were applied during the fieldwork phase. Post-survey weighting was then conducted to ensure accurate representation of the age and gender profile of the Colac-Otway Shire Council area.

Any variation of +/-1% between individual results and net scores in this report or the detailed survey tabulations is due to rounding. In reporting, '—' denotes not mentioned and '0%' denotes mentioned by less than 1% of respondents. 'Net' scores refer to two or more response categories being combined into one category for simplicity of reporting.

pm

SURVEY METHODOLOGY AND SAMPLING



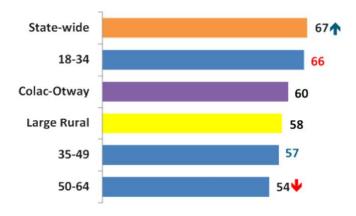
Within tables and index score charts throughout this report, statistically significant differences at the 95% confidence level are represented by upward directing blue and downward directing red arrows. Significance when noted indicates a significantly higher or lower result for the analysis group in comparison to the 'Total' result for the council for that survey question for that year. Therefore in the example below:

- The state-wide result is significantly <u>higher</u> than the overall result for the council.
- The result among 50-64 year olds is significantly lower than for the overall result for the council.

Further, results shown in blue and red indicate significantly higher or lower results than in 2017. Therefore in the example below:

- The result among 35-49 year olds in the council is significantly higher than the result achieved among this group in 2017.
- The result among 18-34 year olds in the council is significantly lower than the result achieved among this group in 2017.

Overall Performance – Index Scores (example extract only)



FURTHER INFORMATION



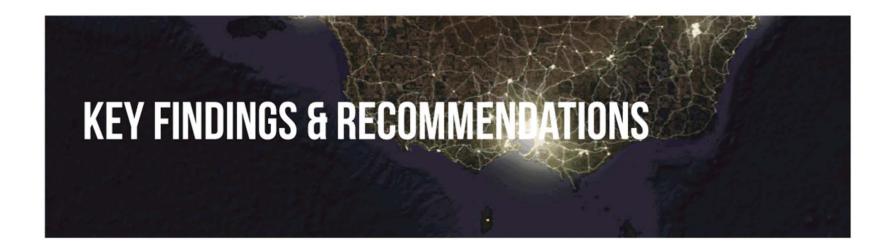
Further information about the report and explanations about the State-wide Local Government Community Satisfaction Survey can be found in Appendix B, including:

- Background and objectives
- Margins of error
- Analysis and reporting
- Glossary of terms

Contacts

For further queries about the conduct and reporting of the 2018 State-wide Local Government Community Satisfaction Survey, please contact JWS Research on (03) 8685 8555.

-





OVERALL PERFORMANCE



The overall performance index score of 55 for Colac-Otway Shire Council represents a *significant* eight-point increase from the 2017 result. Overall performance ratings have fluctuated over the past six years but have now returned to pre-2014 levels.

- Overall performance is in line with the Large Rural group average (index score of 56) but significantly lower (at the 95% confidence interval) than the State-wide average for councils (index score of 59).
- Almost every demographic and geographic subgroup increased significantly in their impressions of Colac-Otway Shire Council's overall performance in the past year.
- Residents aged 18 to 34 years (index score of 61) and residents of Colac and its Surrounding Areas (index score of 60) are significantly more favourable than the average in their impressions of overall performance, while Apollo Bay and its Surrounds (index score of 42) are significantly less favourable.

Residents are more likely to rate Colac-Otway Shire Council's overall performance as 'very good' or 'good' (36%, compared to 25% in 2017) than 'poor' or 'very poor' (15%, compared to 30% in 2017) combined. A further half of residents (48%) sit mid-scale providing an 'average' rating.



OVERALL COUNCIL PERFORMANCE

Results shown are index scores out of 100.

Attachment 1 - Report JWS Research - Communication Satisfaction Survey - 2018

OVERVIEW OF CORE PERFORMANCE MEASURES



Review of the core performance measures (as shown on page 19) shows that Colac-Otway Shire Council's performance on all but one core measure increased compared to Council's own results in 2017. In addition to overall performance, Council experienced significant gains on the core measures of consultation and engagement (index score of 55, nine points higher than 2017), customer service (68, seven points higher), lobbying (54, four points higher), and community decisions (49, four points higher).

- As with overall performance, index scores for most core performance measures have returned to higher levels achieved prior to 2014.
- Sealed local roads was the only core measure to decrease (just slightly) between 2017 and 2018 (index score of 39, three points lower than 2017).
- As a result of ratings gains, Council's performance is in line with averages for the Large Rural group and councils State-wide on a majority of core measures. Council performs *significantly lower* than both Large Rural group and State-wide averages in just two areas sealed local roads (index score of 45 and 53 respectively) and community decisions (index scores of 52 ad 54 respectively). (It also performs behind the State-wide average for overall performance.)

There are notable differences across geographic cohorts within Colac-Otway Shire Council. Residents of Apollo Bay and its Surrounds rate Council lowest on every core measure, while residents of Colac and its Surrounding Areas tend to rate Council higher than other resident groups.

Customer service is a top performing area for Colac-Otway Shire Council. It is the highest rated core performance measure and the third highest rated service area overall. In the area of customer service (index score of 68), Colac-Otway performs in line with the State-wide and Large Rural group averages for councils (index score of 70 and 67 respectively).

CUSTOMER CONTACT AND SERVICE



Two-thirds (65%) of Colac-Otway Shire Council residents have had recent contact with Council. Residents of Apollo Bay and its Surrounding Areas, who tend to rate Council lowest across measures, have had the most contact with Council in 2018 (70%).

Customer service, with an index score of 68, is a **positive result** for Council. Again, perceptions of customer service increased by a *significant* seven index points in the past year. Perceptions of customer service have fluctuated over time but have returned to peak levels last achieved in 2012.

- Three in ten (29%, up from 22% in 2017) rate Council's customer service as 'very good', with a further 35% rating customer service as 'good'.
- Perceptions of Council's customer service increased significantly in the last year among residents aged 18 to 34 years (index score of 65, 21 index points higher than 2017) and men (64, 10 index points higher).

AREAS WHERE COUNCIL IS PERFORMING WELL



In addition to significant ratings increases in the areas of overall performance and customer service, Council's performance *increased significantly* in eight service areas in the past year. Council's performance improved most since 2017 in the area of consultation and engagement (index score of 55, nine points higher than 2017).

- All demographic and geographic groups increased in their impressions of Council performance in this area.
- Council performs in line with the Large Rural group and State-wide averages on consultation and engagement (index scores of 54 and 55 respectively).

Art centres and libraries is the area where Colac-Otway Shire Council performs most strongly (index score of 73). Performance in this area increased significantly from an index score of 69 in 2017. Ratings are at their highest point since 2016, the year Council first started evaluating its performance in this area.

Two-thirds of residents (66%) rates Council's performance in this service area as 'very good' or 'good'.

- Residents aged 18 to 34 years (index score of 81) and residents of Colac and its Surrounding Areas (index score of 78) have significantly more favourable impressions of Council performance in this area than residents overall. Conversely, residents aged 50 to 64 years and residents of Apollo Bay and its Surrounding Areas have significantly less favourable impressions.
- Impressions increased significantly among residents 18 to 49 years, residents of Colac and its Surrounding Areas and women on art centres and libraries in the past year.

Another area where Colac-Otway Shire Council is well regarded is emergency and disaster management. With a performance index score of 69, this service area is rated second highest among residents. Similar to ratings for art centres and libraries, performance in this area increased by a significant five points since 2017. Ratings in this area are at their highest level to date.

AREAS WHERE COUNCIL IS PERFORMING WELL (CONT'D)



- More than half of residents (57%) rate Council's performance in the area of emergency and disaster management as 'very good' or 'good'.
- Women (index score of 73) are significantly more favourable in their views of emergency and disaster management services than the average.
- Impressions increased significantly since 2017 among all subgroups with the exception of residents aged 50+ years, who did not change in their impressions of council performance in this area.

Along with customer service, Council is also rated more highly in the areas of **elderly support services** and **waste management** (index score of 68 for both) compared to other service areas.

Council's performance is in line with Large Rural group and State-wide averages for all of the aforementioned services.

FOCUS AREAS FOR COMING 12 MONTHS



Council did not experience any *significant* declines in ratings in the past year. This is a positive result for Council. In terms of priorities for the coming 12 months, Council should look to areas where current performance is low, as well as *significantly lower* than average ratings for the Large Rural group. The areas that stand out as being most in need of Council attention are **unsealed roads** (index score of 36) and **planning and building permits** and **sealed local roads** (both with index scores of 39). Council is rated lowest – and seen to be performing poorly – in these areas.

- In the area of unsealed roads in particular, ratings are at their lowest level to date.
- Council's ratings are significantly lower than both the Large Rural group and State-wide averages on all three measures.

Consideration should also be given to residents of Apollo Bay and its Surrounding Areas who appear to be most driving negative opinion in 2018.

On the positive side, Council should maintain its relatively strong performance in the areas of customer service, art centres and libraries, emergency and disaster management, elderly support services and waste management.

It is also important not to ignore, and to learn from, what is working amongst other groups, especially residents aged 18 to 34 years and residents of Colac and its Surrounding Areas, and use these lessons to build performance experience and perceptions in other areas.

The regression analysis on pages 26-30 shows that the individual service area that has the strongest influence on Councils' overall performance rating is decisions made in the interest of the community

It is important to note that the performance index for this variable is relatively poor (49), so any improvements in this area could have a significant increase on the overall performance rating of the Colac-Otway Shire Council.

In summary, good communication and transparency with residents about decisions the Council has made in the Colac-Otway community's interest, as well as improved community consultation and engagement, could help drive up the overall opinion of the Council's performance.

FURTHER AREAS OF EXPLORATION



An approach we recommend is to further mine the survey data to better understand the profile of these over and under-performing demographic groups. This can be achieved via additional consultation and data interrogation, self-mining the SPSS data provided, or via the dashboard portal available to the council.

A personal briefing by senior JWS Research representatives is also available to assist in providing both explanation and interpretation of the results. Please contact JWS Research on 03 8685 8555.

SNAPSHOT OF KEY FINDINGS



Higher results in 2018

(Significantly higher result than 2017)

- · Overall performance · Customer service
- Consultation and engagement
- Lobbying
- Community decisions
- Art centres and libraries
- Emergency and disaster management
- Family support services
- Recreational facilities
- Planning and building permits

Lower results in 2018

(Significantly lower result than 2017)

No significant change

Most favourably disposed towards Council

- Aged 18-34 years
- · Colac and Surrounds

Least favourably disposed towards Council

· Apollo Bay and Surrounds





2018 SUMMARY OF CORE MEASURES

INDEX SCORE RESULTS

















Community Consultation

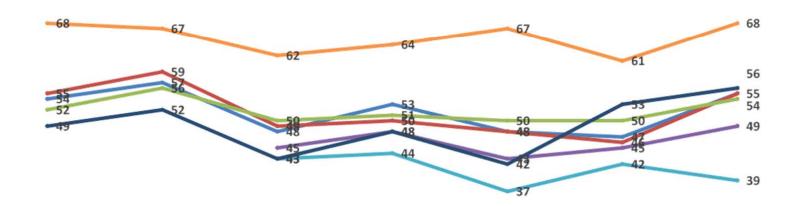
Advocacy

Making Community Decisions

Sealed Local Roads

Customer Service

Overall Council Direction





2018 SUMMARY OF CORE MEASURES

DETAILED ANALYSIS



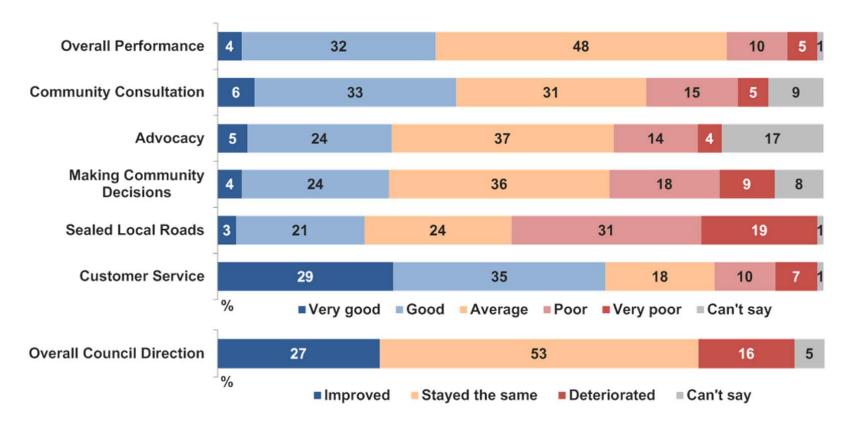
Performance Measures	Colac- Otway 2018	Colac- Otway 2017	Large Rural 2018	State- wide 2018	Highest score	Lowest score
OVERALL PERFORMANCE	55	47	56	59	Aged 18- 34 years	Apollo Bay and Surrounds
COMMUNITY CONSULTATION (Community consultation and engagement)	55	46	54	55	Aged 18- 34 years	Apollo Bay and Surrounds
ADVOCACY (Lobbying on behalf of the community)	54	50	52	54	Aged 18- 34 years	Apollo Bay and Surrounds
MAKING COMMUNITY DECISIONS (Decisions made in the interest of the community)	49	45	52	54	Aged 18- 34 years	Apollo Bay and Surrounds
SEALED LOCAL ROADS (Condition of sealed local roads)	39	42	45	53	Aged 18- 34 years	Apollo Bay and Surrounds
CUSTOMER SERVICE	68	61	67	70	Aged 35- 49 years	Men
OVERALL COUNCIL DIRECTION	56	53	52	52	Aged 18- 34 years	Apollo Bay and Surrounds

2018 SUMMARY OF KEY COMMUNITY SATISFACTION

PERCENTAGE RESULTS



Key Measures Summary Results



2018 PERFORMANCE SUMMARY

INDEX SCORES OVER TIME





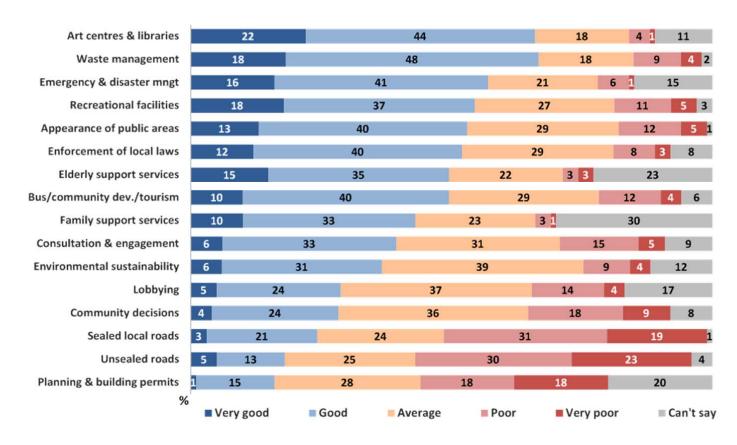
low has Council performed on [RESPONSIBILITY AREA] over the last 12 months?

2018 PERFORMANCE SUMMARY

DETAILED PERCENTAGES



Individual Service Areas Performance



How has Council performed on [PESDONSIRII ITV AREA] over the last 12 months?

INDIVIDUAL SERVICE AREAS SUMMARY

COUNCIL'S PERFORMANCE VS STATE-WIDE AVERAGE





Significantly <u>Higher</u> than State-wide Average

None Applicable

Significantly <u>Lower</u> than State-wide Average

- · Recreational facilities
- · Appearance of public areas
- · Planning permits
- · Environmental sustainability
- Unsealed roads
- Making community decisions
- · Sealed local roads





INDIVIDUAL SERVICE AREAS SUMMARY

COUNCIL'S PERFORMANCE VS GROUP AVERAGE



Significantly <u>Higher</u> than Group Average

· None Applicable

Significantly <u>Lower</u> than Group Average

- · Appearance of public areas
- · Planning permits
- · Environmental sustainability
- Unsealed roads
- Making community decisions
- · Sealed local roads



2018 PERFORMANCE SUMMARY

BY COUNCIL GROUP



Top Three Performing Service Areas

(Highest to lowest, i.e. 1. = highest performance)

Colac-Otway Shire Council	Metropolitan	Interface	Regional Centres	Large Rural	Small Rural
 Art centres & libraries Emergency & disaster mngt Elderly support services 	Art centres & libraries Waste management Recreational facilities	 Art centres & libraries Emergency & disaster mngt Recreational facilities 	 Art centres & libraries Appearance of public areas Emergency & disaster mngt 	 Art centres & libraries Emergency & disaster mngt Appearance of public areas 	 Art centres & libraries Emergency & disaster mngt Appearance of public areas

Bottom Three Performing Service Areas

(Lowest to highest, i.e. 1. = lowest performance)

Colac-Otway Shire Council	Metropolitan	Interface	Regional Centres	Large Rural	Small Rural
 Unsealed roads Planning permits Sealed roads 	 Population growth Planning permits Town planning policy 	Unsealed roads Population growth Traffic management	 Parking facilities Community decisions Unsealed roads 	 Unsealed roads Sealed roads Planning permits 	 Unsealed roads Sealed roads Population growth

REGRESSION ANALYSIS



To predict a respondent's score on a question related to overall performance, based on knowledge of their performance scores for individual areas, we use regression analysis. For example, suppose we are interested in predicting which areas of local government responsibility could influence a person's opinion on overall council performance. The independent variables would be areas of responsibility tested (e.g. community consultation, traffic management, etc.) and the dependent variable would be overall performance.

The stronger the correlation between the dependent variable (overall opinion) and individual areas of responsibility, the closer the scores will fall to the regression line and the more accurate the prediction. Multiple regression can predict one variable on the basis of several other variables. Therefore, we can test perceptions of council's overall performance to investigate which set of areas are influencing respondents' opinions.

In the chart of the regression results, the horizontal axis represents the council performance index for each area of responsibility. Areas plotted on the right-side have a higher performance index than those on the left.

The vertical axis represents the Standardised Beta Coefficient from the multiple regression performed. This measures the contribution of each variable (i.e. each area) to the model, with a larger Beta value indicating a greater effect on overall performance.

Therefore areas of responsibility located near the top of the following chart are more likely to have an impact on respondent's overall rating, than the areas closest to the axis.

The regressions are shown on the following three charts. The first chart shows a regression analysis of *all* the service areas chosen by the Council. However, this model should be interpreted with caution because some of the data are not normally distributed and not all items have linear correlations.

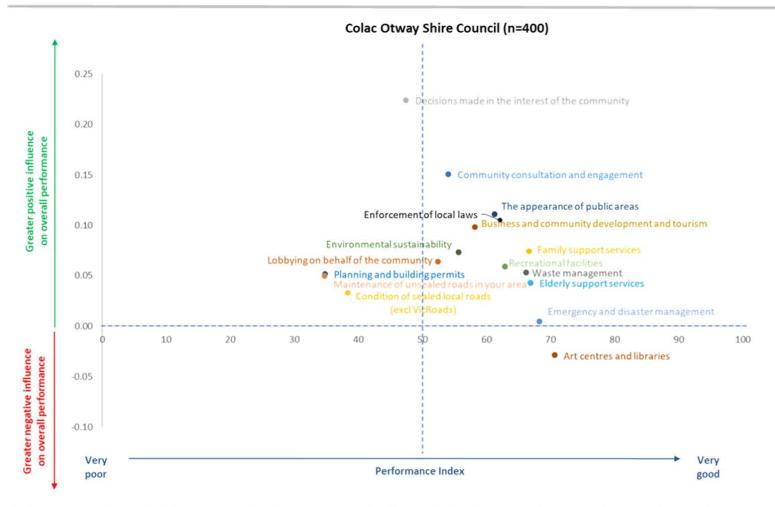
Therefore, in the charts that follow, a significant regression model of fewer items with a Standardised Beta score close to or higher ±0.1 was run to determine the key predictors that have a moderate to strong influence on overall performance perceptions. The third chart is an enlarged version of the second chart, with key findings highlighted.

The results are then discussed according to the findings of these key service areas. Some findings from the full regression list may be included in the discussion if they are of interest.

PERFORMANCE ON SERVICES AND OVERALL PERFORMANCE

J W S R E S E A R C H

ALL SERVICE AREAS

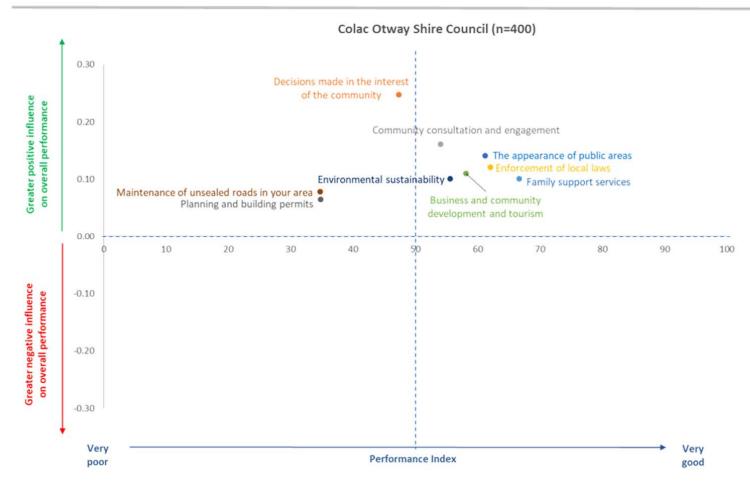


The multiple regression analysis model of all question items above has an R-squared value of 0.530 and adjusted R-square value of 0.510, which means that 53% of the variance in immunity perceptions of overall performance can be predicted from these variables. The overall model effect was statistically significant at p = 0.0001, F = 26.94). However, this

PERFORMANCE ON SERVICES AND OVERALL PERFORMANCE

KEY SERVICE AREAS



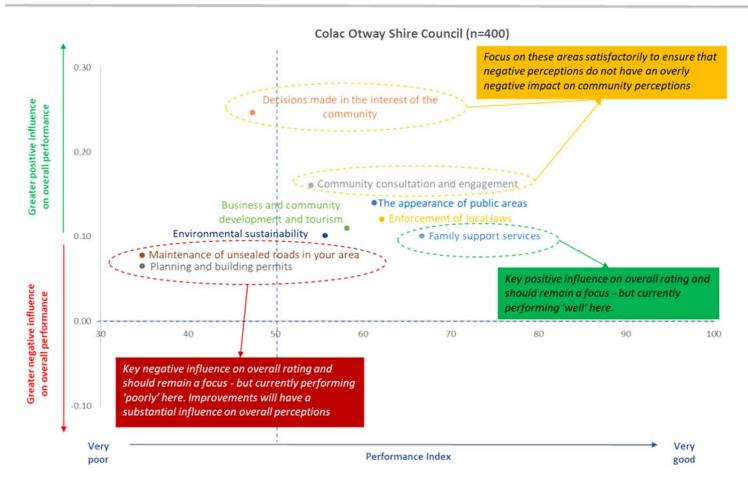


The performance questions were analysed using Exploratory Factor Analysis to determine six factors or 'themes' to emerge from the questions. Questions with reasonable linearity and low correlations were selected from each theme and a multiple regression model was performed on these seven items against the overall performance ratings of 400 responses. The multiple regression analysis model above has an R-squared value of 0.518 and adjusted R-square value of 0.507 which means that 52% of the variance in

PERFORMANCE ON SERVICES AND OVERALL PERFORMANCE



KEY SERVICE AREAS — ENLARGED RIGHT QUADRANT



The performance questions were analysed using Exploratory Factor Analysis to determine six factors or 'themes' to emerge from the questions. Questions with reasonable linearity and low correlations were selected from each theme and a multiple regression model was performed on these seven items against the overall performance ratings of 400 responses. The multiple regression analysis model above has an R-squared value of 0.518 and adjusted R-square value of 0.5707 which means that 51% of the variance in

REGRESSION ANALYSIS — KEY RESULTS CONSIDERATIONS



The individual service area that has the strongest influence on the overall performance rating is:

Decisions made in the interest of the community

It is important to note that the performance index for this variable is relatively poor (49), so any improvements in this area could have a significant increase on the overall performance rating of the Colac-Otway Shire Council.

Other key areas with a positive influence on overall performance include:

- Family support services
- Enforcement of local laws
- The appearance of public areas
- Business and community development and tourism

In terms of key service areas, family support services has the strongest positive performance index and a moderately strong positive influence on the overall performance rating. Currently, Colac-Otway Shire Council is performing *well* in this area (performance index of 67) and, while it should remain a focus, there is greater work to be done elsewhere.

Colac-Otway Shire Council's community consultation and engagement has a lower (though positive) performance index overall (55). Continuing efforts in this area have the capacity to lift Colac-Otway Shire Council's overall performance rating.

Maintenance of both sealed and unsealed roads and planning and building permits have the lowest performance ratings, and are areas which have a moderate influence on overall performance perceptions.

Note that emergency and disaster management has a strong performance index, but it has a negligible influence on the overall performance score. The same is true of art centres and libraries, which have a positive performance rating but could potentially have a small negative influence on the overall performance index if these ratings drop.

In summary, good communication and transparency with residents about decisions the Council has made in the Colac-Otway community's interest as well as improved community consultation and engagement could help drive up the overall opinion of the Council's performance.





KEY CORE MEASURE OVERALL PERFORMANCE



OVERALL PERFORMANCE

INDEX SCORES



2018 Overall Performance



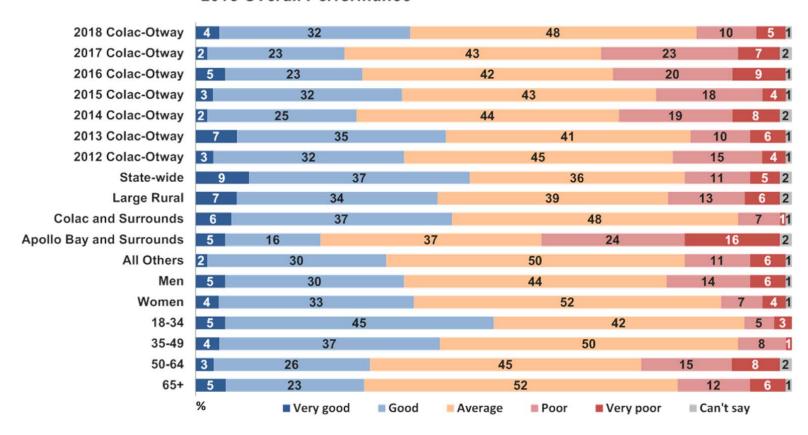
ON BALANCE, for the last twelve months, how do you feel about the performance of Colac-Otway Shire Council, not just on or two issues, BUT OVERALL across all responsibility areas? Has it been very good, good, average, poor or very poor? se: All respondents. Councils asked state-wide: 64 Councils asked group: 18

OVERALL PERFORMANCE

DETAILED PERCENTAGES



2018 Overall Performance



ON BALANCE, for the last twelve months, how do you feel about the performance of Colac-Otway Shire Council, not just on or two issues, BUT OVERALL across all responsibility areas? Has it been very good, good, average, poor or very poor?

KEY CORE MEASURE CUSTOMER SERVICE



CONTACT LAST 12 MONTHS

SUMMARY

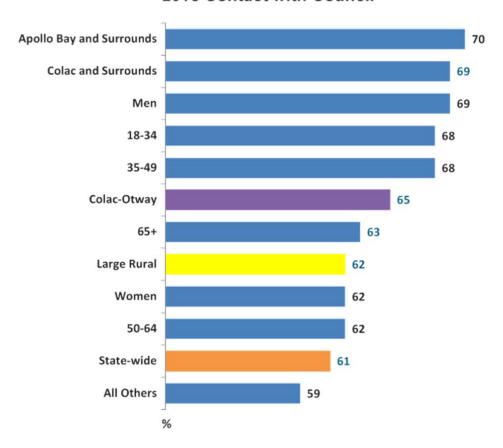


Overall contact with Colac- Otway Shire Council	• 65%, up 7 points on 2017
Most contact with Colac- Otway Shire Council	Apollo Bay and Surrounds
Least contact with Colac- Otway Shire Council	All Other Areas
Customer service rating	Index score of 68, up 7 points on 2017
Most satisfied with customer service	Aged 35-49 years
Least satisfied with customer service	• Men

2018 CONTACT WITH COUNCIL



2018 Contact with Council



Over the last 12 months, have you or any member of your household had any contact with Colac-Otway Shire Council? This may have been in rson, in writing, by telephone conversation, by text message, by email or via their website or social media such as Facebook or Twitter? se: All respondents. Councils asked state-wide: 43 Councils asked group: 13

 \sim

2018 CONTACT WITH COUNCIL



2018 Contact with Council

Have had contact





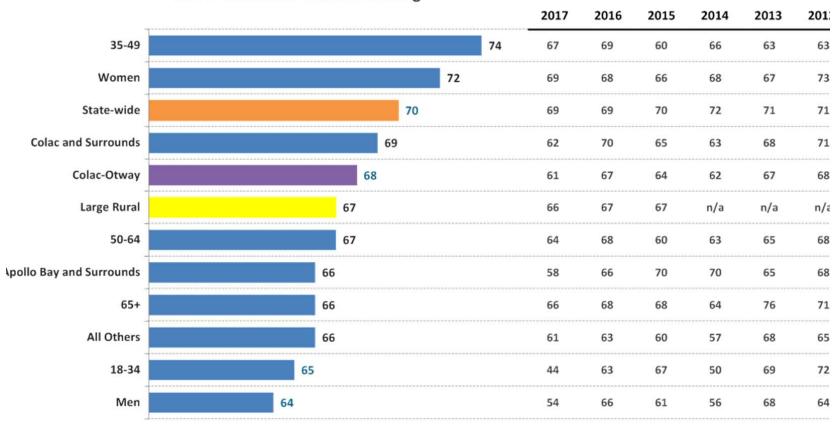
Over the last 12 months, have you or any member of your household had any contact with Colac-Otway Shire Council? This may have n in person, in writing, by telephone conversation, by text message, by email or via their website or social media such as Facebook or

2018 CONTACT CUSTOMER SERVICE

INDEX SCORES



2018 Customer Service Rating



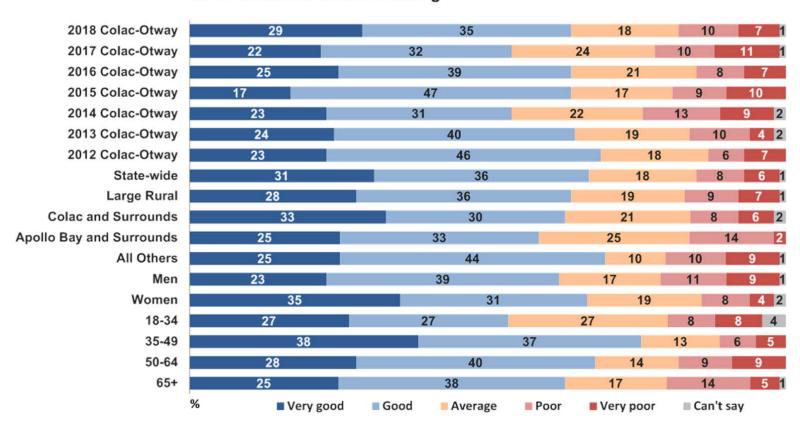
Thinking of the most recent contact, how would you rate Colac-Otway Shire Council for customer service? Please p in mind we do not mean the actual outcome but rather the actual service that was received.
 All respondents who have had contact with Council in the last 12 months.
 Incils asked state-wide: 64 Councils asked group: 18

2018 CONTACT CUSTOMER SERVICE

DETAILED PERCENTAGES



2018 Customer Service Rating



ic. Thinking of the most recent contact, how would you rate Colac-Otway Shire Council for customer service? sase keep in mind we do not mean the actual outcome but rather the actual service that was received. see: All respondents who have had contact with Council in the last 12 months.

KEY CORE MEASURE COUNCIL DIRECTION INDICATORS



COUNCIL DIRECTION

SUMMARY



Council direction

• 53% stayed about the same, down 3 points on 2017
• 27% improved, up 5 points on 2017
• 16% deteriorated, down 1 point on 2017

• Aged 18-34 years

Least satisfied with council direction

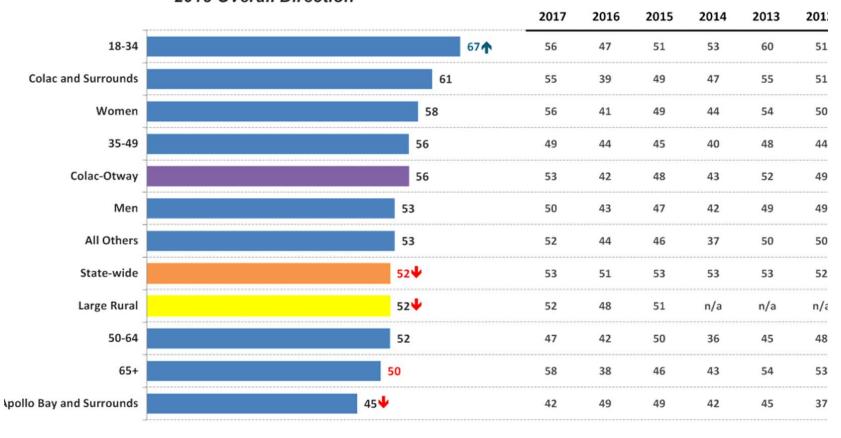
• Apollo Bay and Surrounds

2018 OVERALL COUNCIL DIRECTION LAST 12 MONTHS

INDEX SCORES



2018 Overall Direction



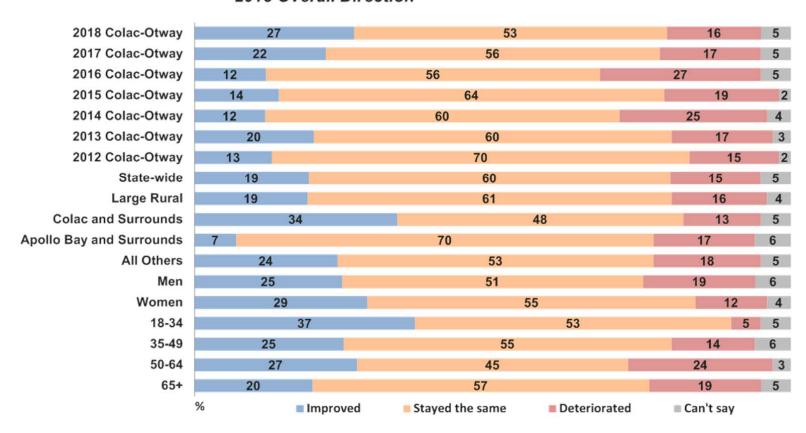
. Over the last 12 months, what is your view of the direction of Colac-Otway Shire Council's overall performance? se: All respondents. Councils asked state-wide: 64 Councils asked aroup: 18

2018 OVERALL COUNCIL DIRECTION LAST 12 MONTHS

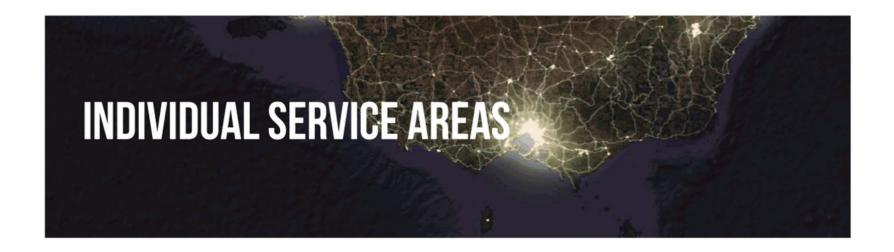
DETAILED PERCENTAGES



2018 Overall Direction



i. Over the last 12 months, what is your view of the direction of Colac-Otway Shire Council's overall performance?



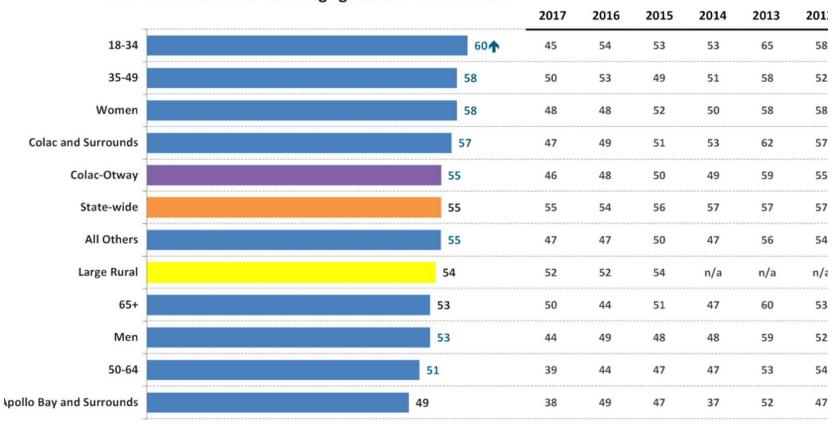


2018 COMMUNITY CONSULTATION AND ENGAGEMENT

PERFORMANCE INDEX SCORES



2018 Consultation and Engagement Performance



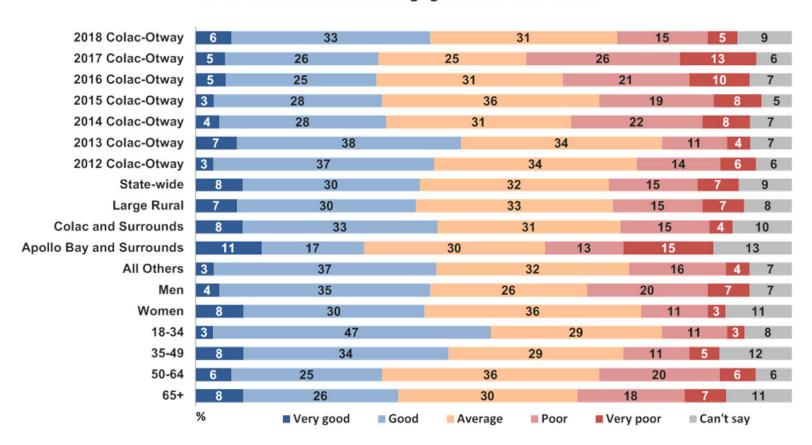
1. How has Council performed on 'community consultation and engagement' over the last 12 months?

2018 COMMUNITY CONSULTATION AND ENGAGEMENT

PERFORMANCE DETAILED PERCENTAGES



2018 Consultation and Engagement Performance

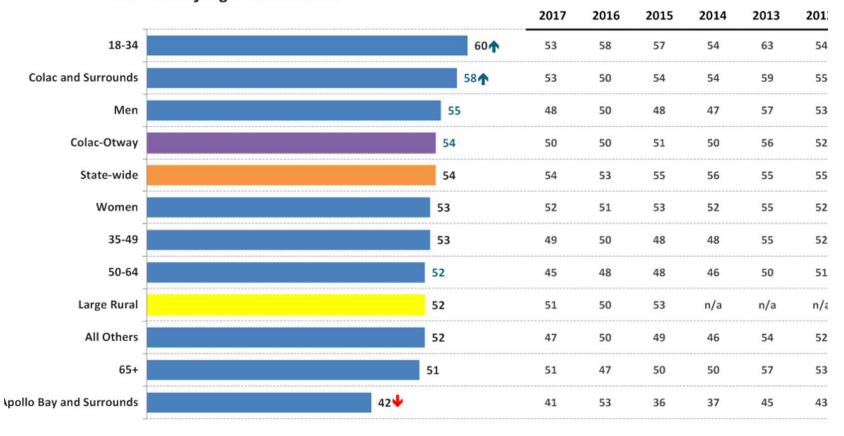


2018 LOBBYING ON BEHALF OF THE COMMUNITY

PERFORMANCE INDEX SCORES



2018 Lobbying Performance



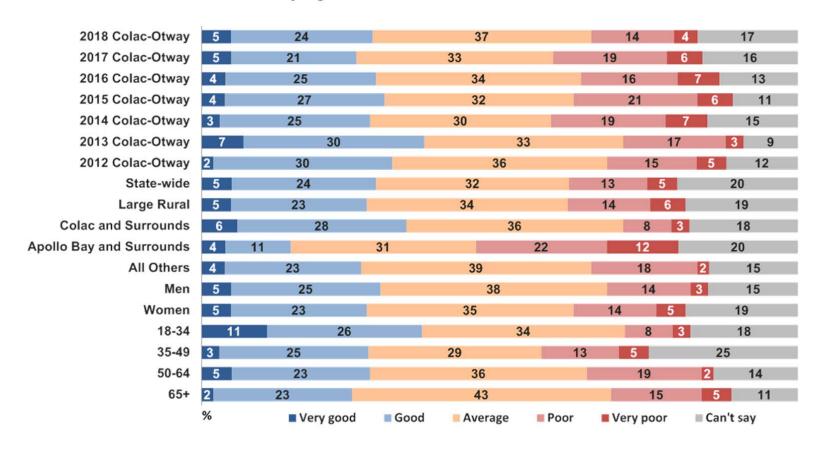
1. How has Council performed on 'lobbying on behalf of the community' over the last 12 months?

2018 LOBBYING ON BEHALF OF THE COMMUNITY

PERFORMANCE DETAILED PERCENTAGES



2018 Lobbying Performance

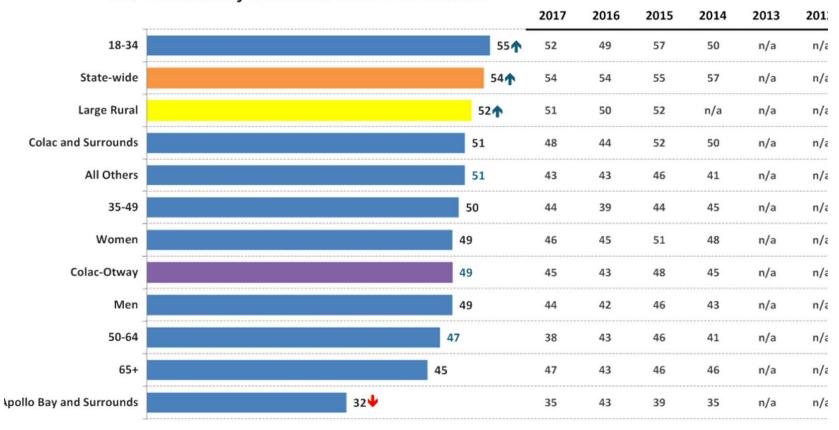


2018 DECISIONS MADE IN THE INTEREST OF THE COMMUNITY

PERFORMANCE INDEX SCORES



2018 Community Decisions Made Performance



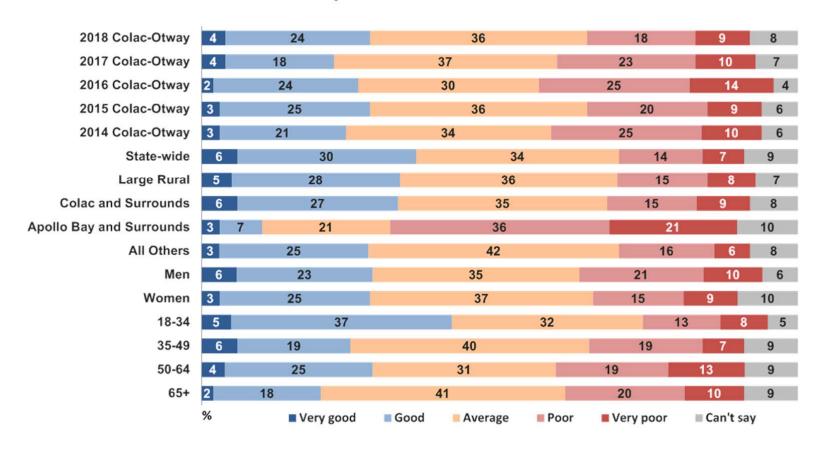
1. How has Council performed on 'decisions made in the interest of the community' over the last 12 months?

2018 DECISIONS MADE IN THE INTEREST OF THE COMMUNITY

PERFORMANCE DETAILED PERCENTAGES



2018 Community Decisions Made Performance

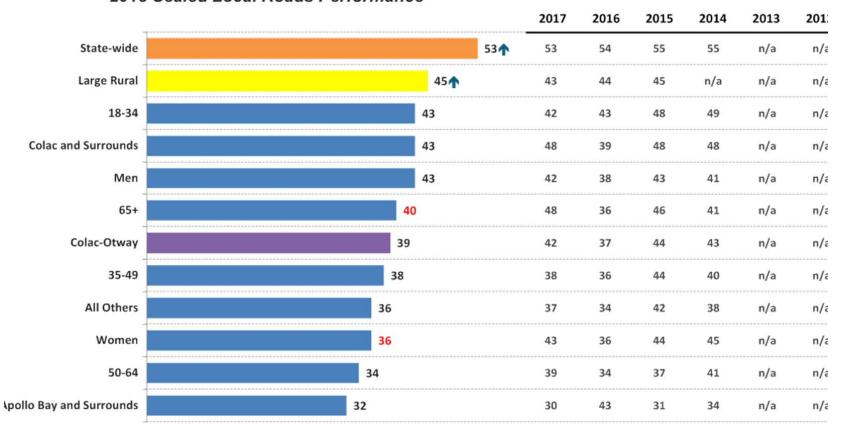


2018 THE CONDITION OF SEALED LOCAL ROADS IN YOUR AREA

PERFORMANCE INDEX SCORES



2018 Sealed Local Roads Performance



1. How has Council performed on 'the condition of sealed local roads in your area' over the last 12 months?

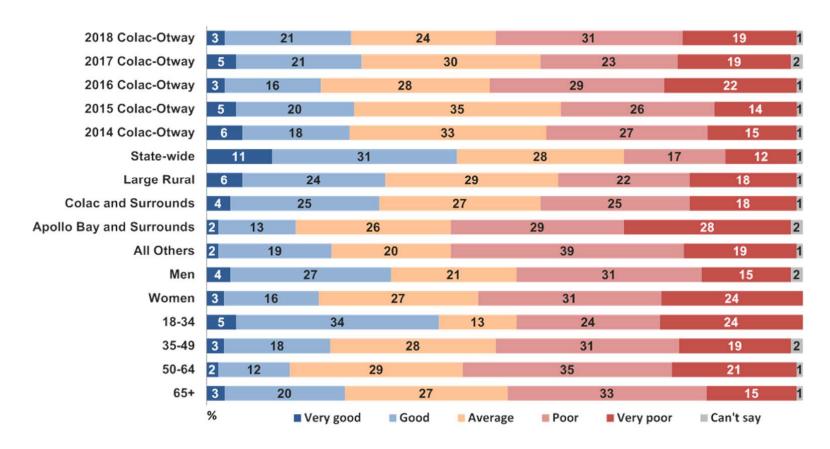
--

2018 THE CONDITION OF SEALED LOCAL ROADS IN YOUR AREA

PERFORMANCE DETAILED PERCENTAGES



2018 Sealed Local Roads Performance

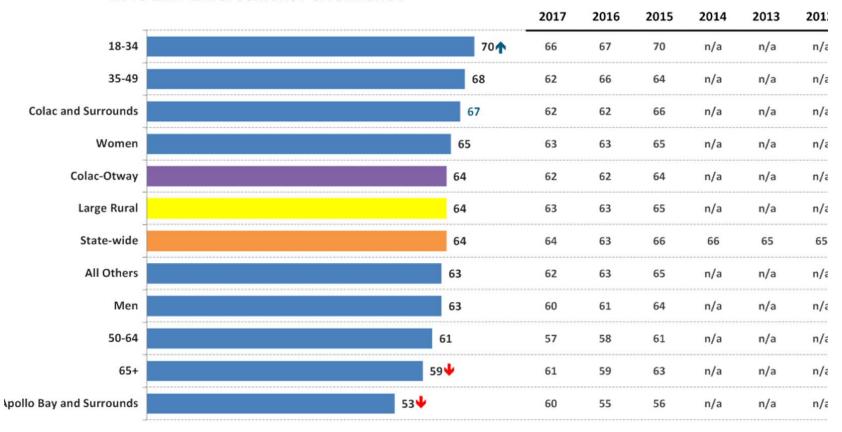


2018 ENFORCEMENT OF LOCAL LAWS

PERFORMANCE INDEX SCORES



2018 Law Enforcement Performance



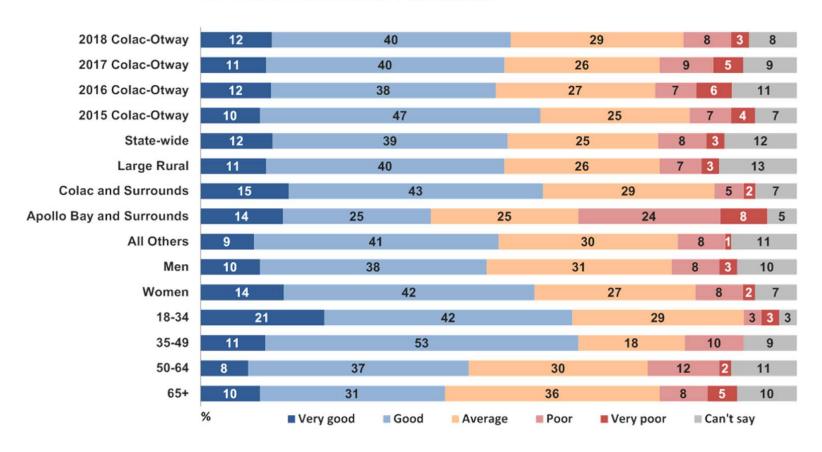
1. How has Council performed on 'enforcement of local laws' over the last 12 months?

2018 ENFORCEMENT OF LOCAL LAWS

PERFORMANCE DETAILED PERCENTAGES



2018 Law Enforcement Performance

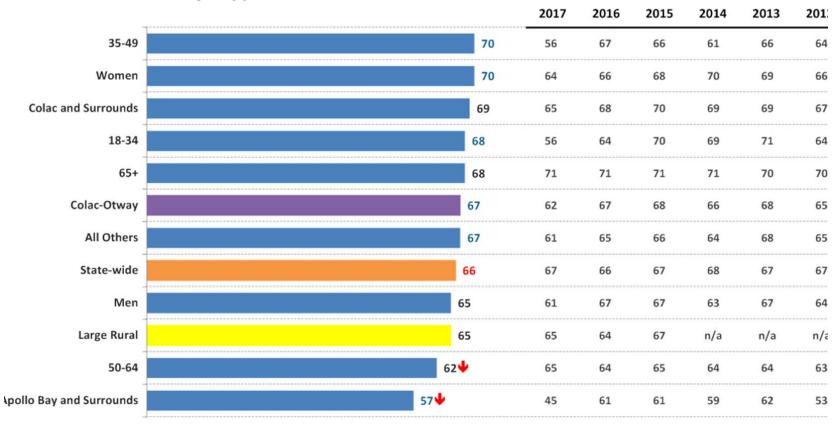


2018 FAMILY SUPPORT SERVICES

PERFORMANCE INDEX SCORES



2018 Family Support Performance



. How has Council performed on 'family support services' over the last 12 months?

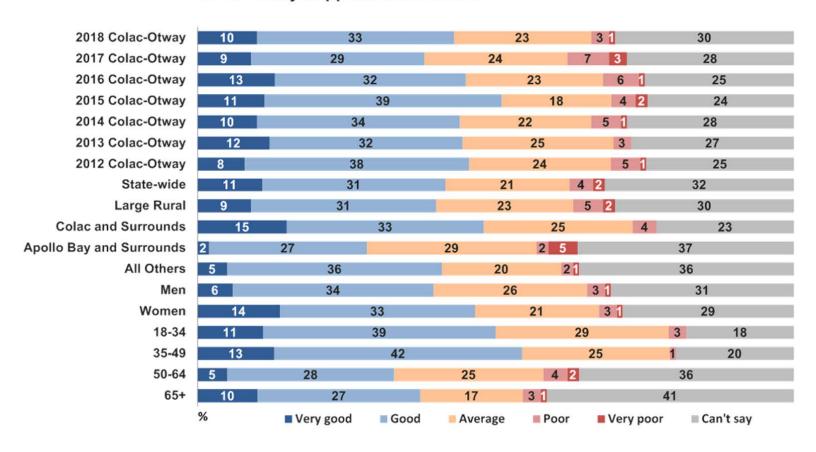
=

2018 FAMILY SUPPORT SERVICES

PERFORMANCE DETAILED PERCENTAGES



2018 Family Support Performance



2018 ELDERLY SUPPORT SERVICES

PERFORMANCE INDEX SCORES



2018 Elderly Support Performance



. How has Council performed on 'elderly support services' over the last 12 months?

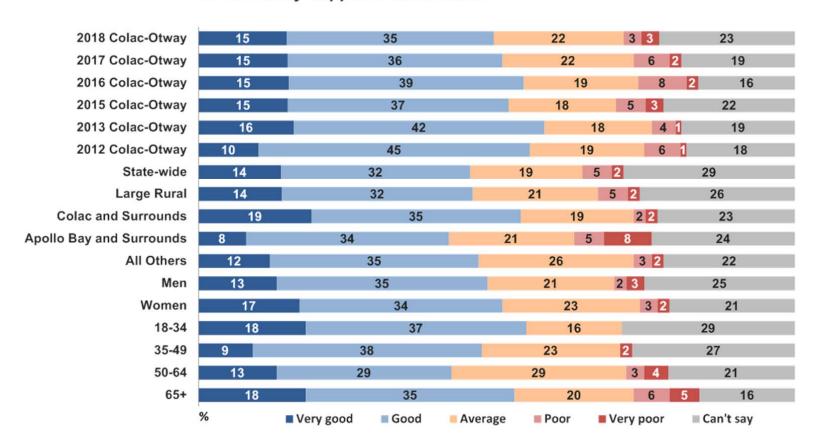
- ^

2018 ELDERLY SUPPORT SERVICES

PERFORMANCE DETAILED PERCENTAGES



2018 Elderly Support Performance

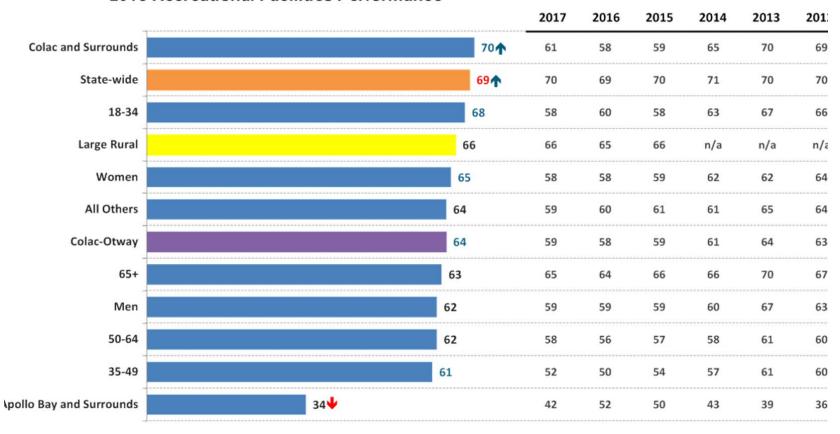


2018 RECREATIONAL FACILITIES

PERFORMANCE INDEX SCORES



2018 Recreational Facilities Performance



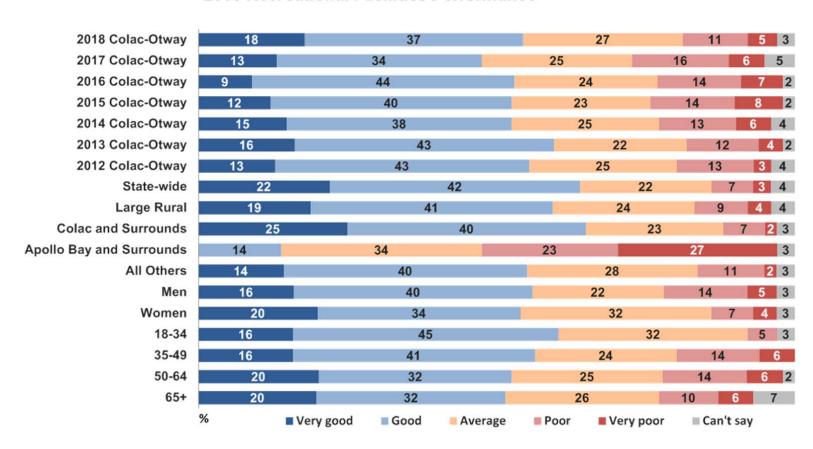
. How has Council performed on 'recreational facilities' over the last 12 months?

2018 RECREATIONAL FACILITIES

PERFORMANCE DETAILED PERCENTAGES



2018 Recreational Facilities Performance

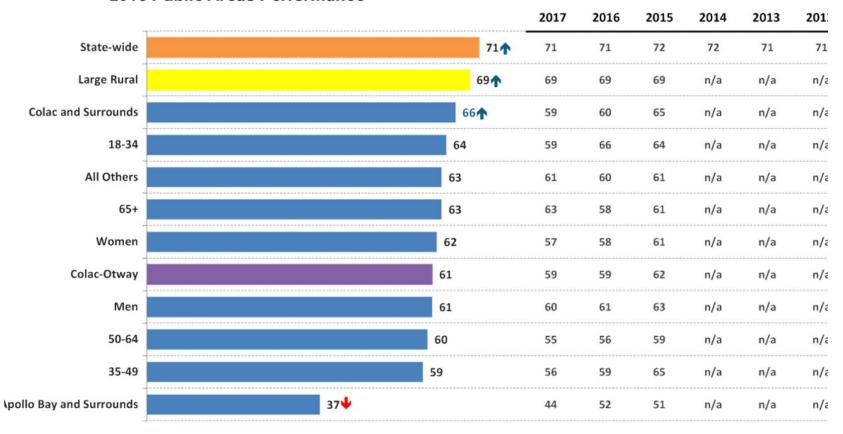


2018 THE APPEARANCE OF PUBLIC AREAS

PERFORMANCE INDEX SCORES



2018 Public Areas Performance



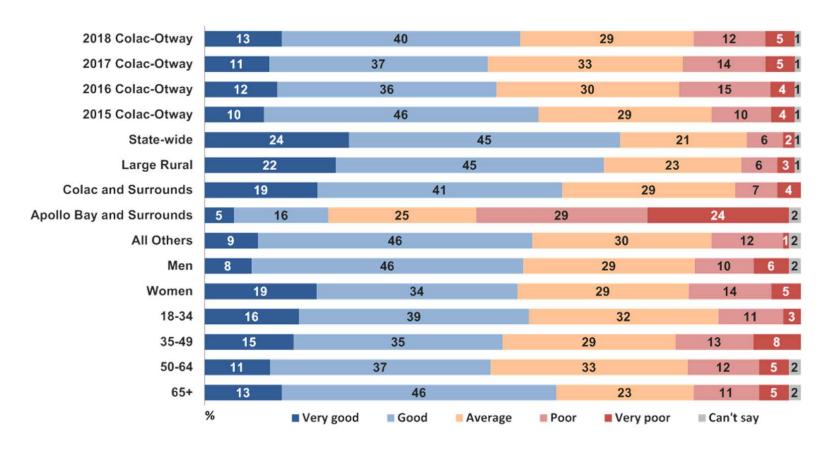
How has Council performed on 'the appearance of public areas' over the last 12 months?

2018 THE APPEARANCE OF PUBLIC AREAS

PERFORMANCE DETAILED PERCENTAGES



2018 Public Areas Performance

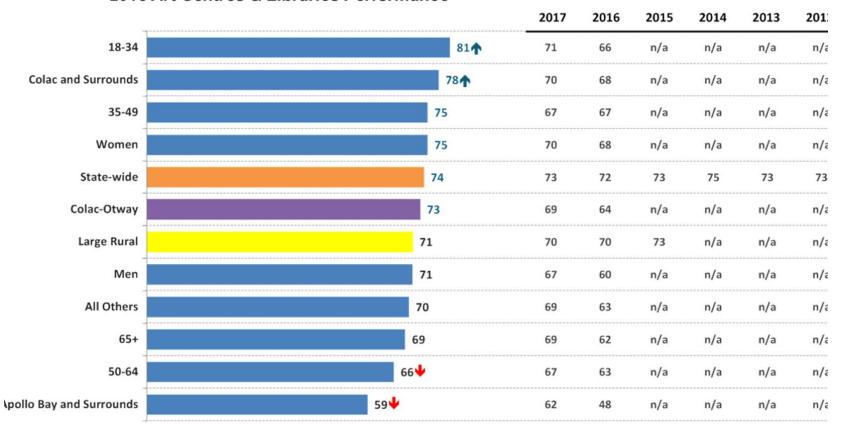


2018 ART CENTRES AND LIBRARIES

PERFORMANCE INDEX SCORES



2018 Art Centres & Libraries Performance



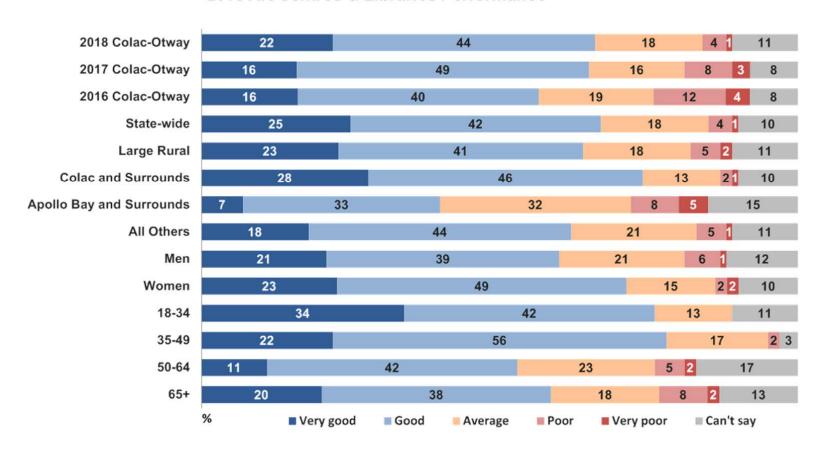
1. How has Council performed on 'art centres and libraries' over the last 12 months?

2018 ART CENTRES AND LIBRARIES

PERFORMANCE DETAILED PERCENTAGES



2018 Art Centres & Libraries Performance



2018 WASTE MANAGEMENT

PERFORMANCE INDEX SCORES



2018 Waste Management Performance



. How has Council performed on 'waste management' over the last 12 months?

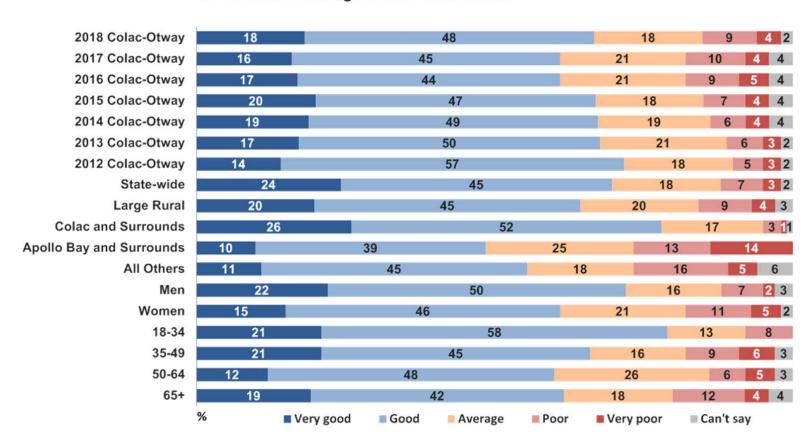
00

2018 WASTE MANAGEMENT

PERFORMANCE DETAILED PERCENTAGES



2018 Waste Management Performance



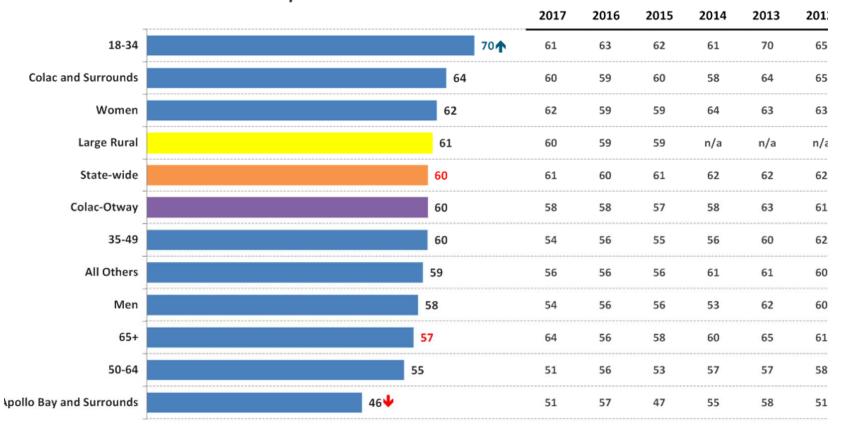
Attachment 1 - Report JWS Research - Communication Satisfaction Survey - 2018

2018 BUSINESS AND COMMUNITY DEVELOPMENT AND

TOURISM PERFORMANCE INDEX SCORES



2018 Business/Development/Tourism Performance



'. How has Council performed on 'business and community development and tourism' over the last 12 months? se: All respondents. Councils asked state-wide: 23 Councils asked group: 5

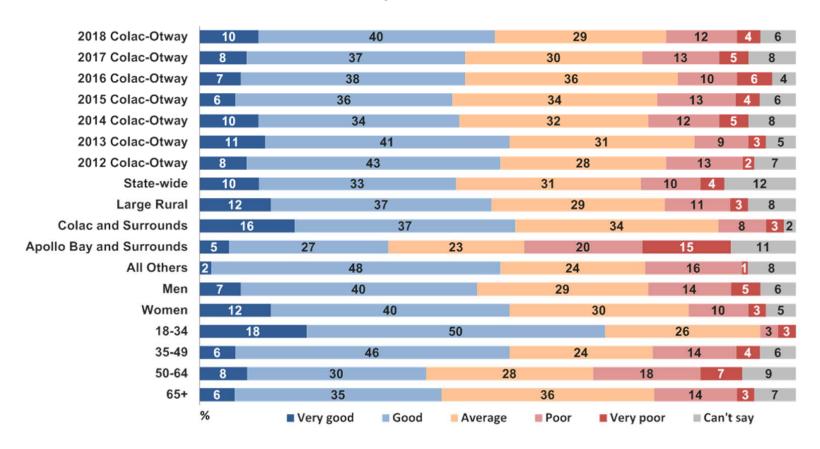
20

2018 BUSINESS AND COMMUNITY DEVELOPMENT AND

TOURISM PERFORMANCE DETAILED PERCENTAGES



2018 Business/Development/Tourism Performance



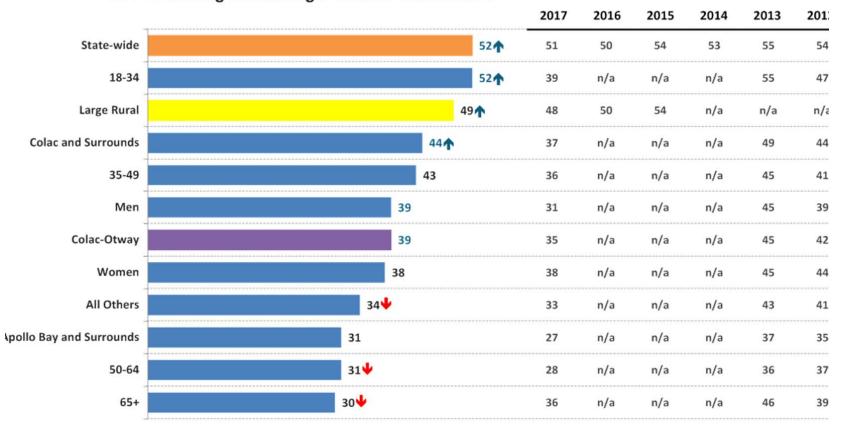
1. How has Council performed on 'business and community development and tourism' over the last 12 months?

2018 PLANNING AND BUILDING PERMITS

PERFORMANCE INDEX SCORES



2018 Planning & Building Permits Performance



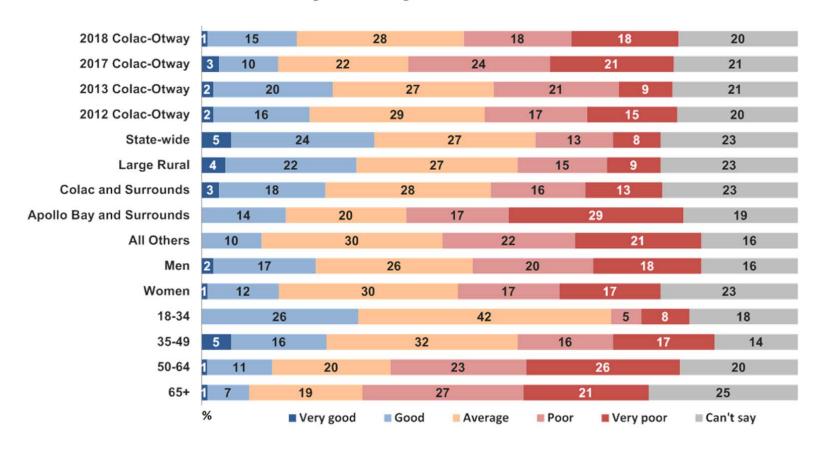
. How has Council performed on 'planning and building permits' over the last 12 months?

2018 PLANNING AND BUILDING PERMITS

PERFORMANCE DETAILED PERCENTAGES



2018 Planning & Building Permits Performance

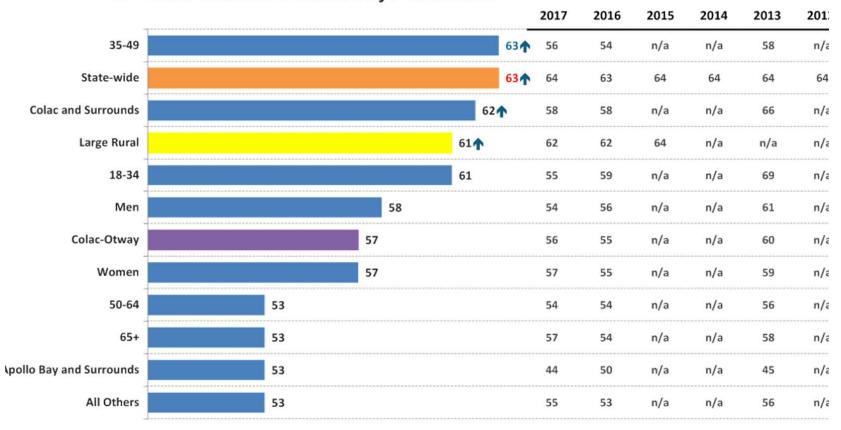


2018 ENVIRONMENTAL SUSTAINABILITY

PERFORMANCE INDEX SCORES



2018 Environmental Sustainability Performance



1. How has Council performed on 'environmental sustainability' over the last 12 months?

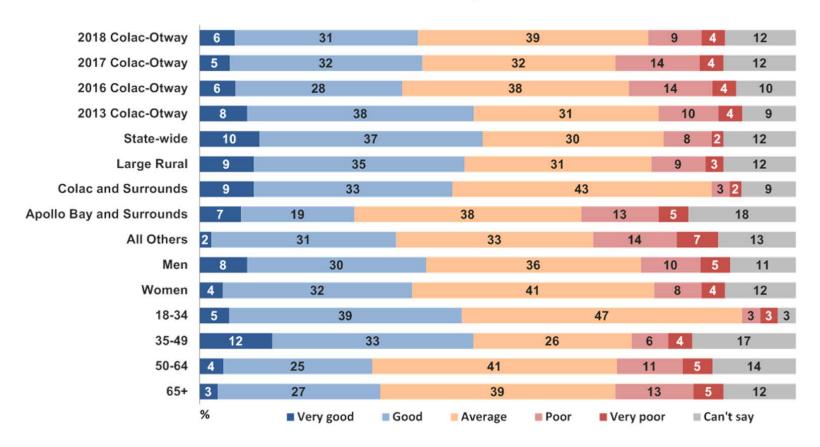
70

2018 ENVIRONMENTAL SUSTAINABILITY

PERFORMANCE DETAILED PERCENTAGES



2018 Environmental Sustainability Performance

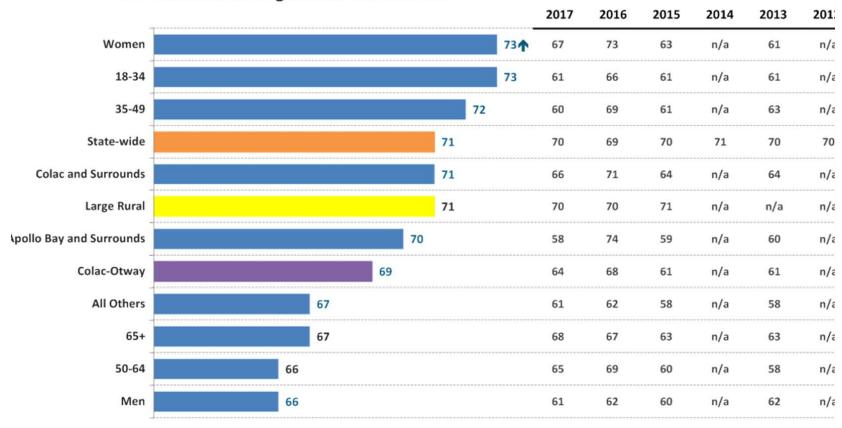


2018 EMERGENCY AND DISASTER MANAGEMENT

PERFORMANCE INDEX SCORES



2018 Disaster Management Performance



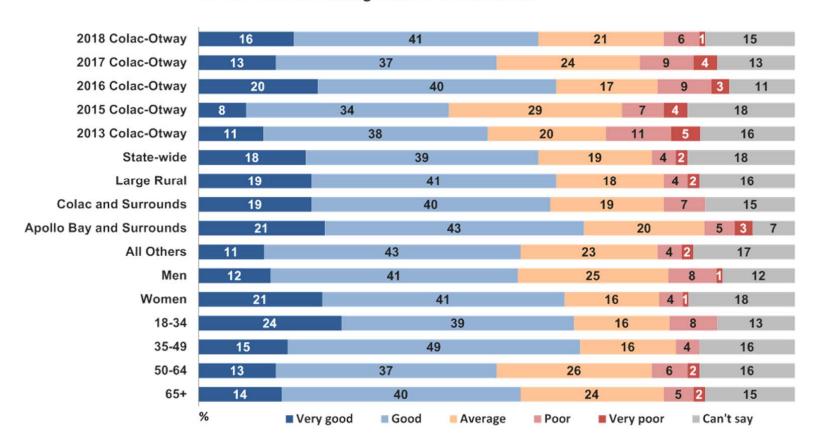
1. How has Council performed on 'emergency and disaster management' over the last 12 months?

2018 EMERGENCY AND DISASTER MANAGEMENT

PERFORMANCE DETAILED PERCENTAGES



2018 Disaster Management Performance

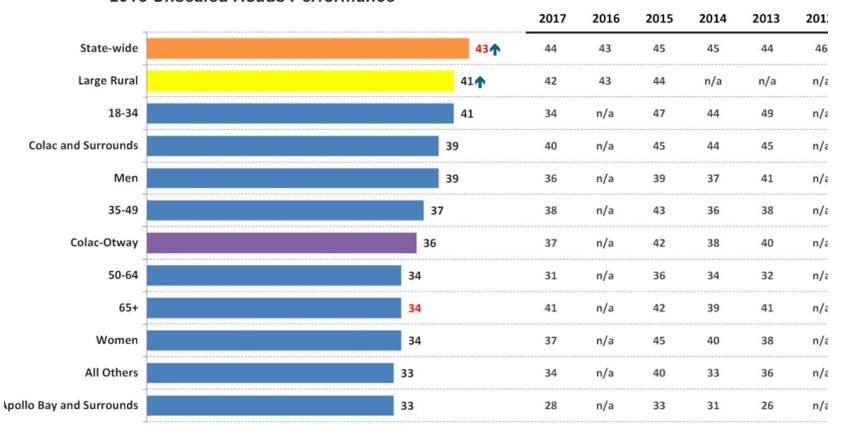


2018 MAINTENANCE OF UNSEALED ROADS IN YOUR AREA

PERFORMANCE INDEX SCORES



2018 Unsealed Roads Performance

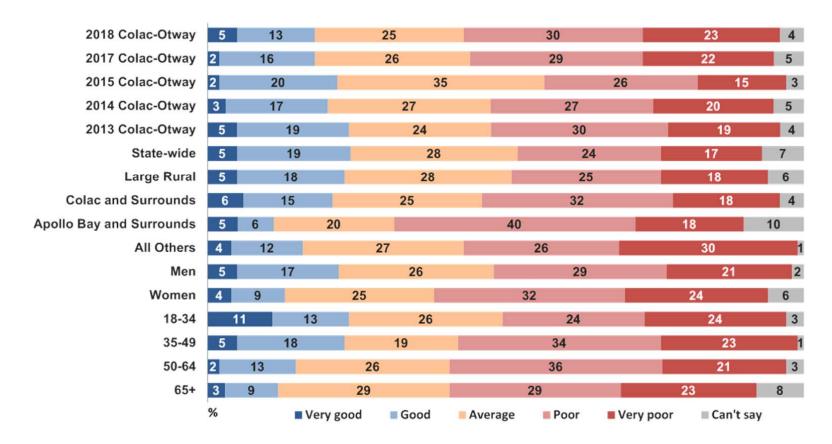


1. How has Council performed on 'maintenance of unsealed roads in your area' over the last 12 months?

2018 MAINTENANCE OF UNSEALED ROADS IN YOUR AREA



2018 Unsealed Roads Performance

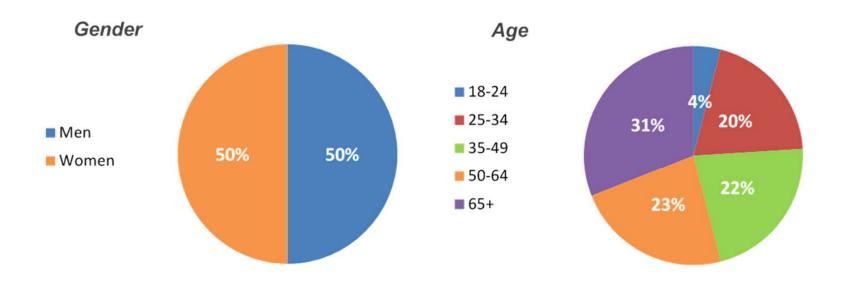






2018 GENDER AND AGE PROFILE





Please note that for the reason of simplifying reporting, interlocking age and gender reporting has not been included in this report. Interlocking age and gender analysis is still available in the dashboard and data tables provided alongside this report.

[Record gender] / \$4. To which of the following age groups do you belong?





APPENDIX B: FURTHER PROJECT INFORMATION



APPENDIX B: BACKGROUND AND OBJECTIVES



The survey was revised in 2012. As a result:

- The survey is now conducted as a representative random probability survey of residents aged 18 years or over in local councils, whereas previously it was conducted as a 'head of household' survey.
- As part of the change to a representative resident survey, results are now weighted post survey to the known population distribution of Colac-Otway Shire Council according to the most recently available Australian Bureau of Statistics population estimates, whereas the results were previously not weighted.
- The service responsibility area performance measures have changed significantly and the rating scale used to assess performance has also changed.

As such, the results of the 2012 State-wide Local Government Community Satisfaction Survey should be considered as a benchmark. Please note that comparisons should not be made with the State-wide Local Government Community Satisfaction Survey results from 2011 and prior due to the methodological and sampling changes. Comparisons in the period 2012-2018 have been made throughout this report as appropriate.

APPENDIX B: MARGINS OF ERROR



The sample size for the 2018 State-wide Local Government Community Satisfaction Survey for Colac-Otway Shire Council was 400. Unless otherwise noted, this is the total sample base for all reported charts and tables.

The maximum margin of error on a sample of approximately 400 interviews is +/-4.8% at the 95% confidence level for results around 50%. Margins of error will be larger for any sub-samples. As an example, a result of 50% can be read confidently as falling midway in the range 45.2% - 54.8%.

Maximum margins of error are listed in the table below, based on a population of 17,000 people aged 18 years or over for Colac-Otway Shire Council, according to ABS estimates.

Demographic	Actual survey sample size	Weighted base	Maximum margin of error at 95% confidence interval
Colac-Otway Shire Council	400	400	+/-4.8
Men	183	199	+/-7.2
Women	217	201	+/-6.6
Colac and Surrounds	187	201	+/-7.1
Apollo Bay and Surrounds	52	46	+/-13.7
All Others	161	152	+/-7.7
18-34 years	38	96	+/-16.1
35-49 years	66	88	+/-12.1
50-64 years	126	92	+/-8.7
65+ years	170	124	+/-7.5



All participating councils are listed in the State-wide report published on the DELWP website. In 2018, 64 of the 79 Councils throughout Victoria participated in this survey. For consistency of analysis and reporting across all projects, Local Government Victoria has aligned its presentation of data to use standard council groupings. Accordingly, the council reports for the community satisfaction survey provide analysis using these standard council groupings. Please note that councils participating across 2012-2018 vary slightly.

Council Groups

Colac-Otway Shire Council is classified as a Large Rural council according to the following classification list:

 Metropolitan, Interface, Regional Centres, Large Rural & Small Rural

Councils participating in the Large Rural group are: Bass Coast, Baw Baw, Campaspe, Colac-Otway, Corangamite, East Gippsland, Glenelg, Golden Plains, Macedon Ranges, Mitchell, Moira, Moorabool, Mount Alexander, Moyne, Southern Grampians, Surf Coast, Swan Hill and Wellington. Wherever appropriate, results for Colac-Otway Shire Council for this 2018 State-wide Local Government Community Satisfaction Survey have been compared against other participating councils in the Large Rural group and on a state-wide basis. Please note that council groupings changed for 2015, and as such comparisons to council group results before that time can not be made within the reported charts.

0



Index Scores

Many questions ask respondents to rate council performance on a five-point scale, for example, from 'very good' to 'very poor', with 'can't say' also a possible response category. To facilitate ease of reporting and comparison of results over time, starting from the 2012 survey and measured against the statewide result and the council group, an 'Index Score' has been calculated for such measures.

The Index Score is calculated and represented as a score out of 100 (on a 0 to 100 scale), with 'can't say' responses excluded from the analysis. The '% RESULT' for each scale category is multiplied by the 'INDEX FACTOR'. This produces an 'INDEX VALUE' for each category, which are then summed to produce the 'INDEX SCORE', equating to '60' in the following example.

SCALE CATEGORIES	% RESULT	INDEX FACTOR	INDEX VALUE
Very good	9%	100	9
Good	40%	75	30
Average	37%	50	19
Poor	9%	25	2
Very poor	4%	0	0
Can't say	1%	-	INDEX SCORE 60



Similarly, an Index Score has been calculated for the Core question 'Performance direction in the last 12 months', based on the following scale for each performance measure category, with 'Can't say' responses excluded from the calculation.

SCALE CATEGORIES	% RESULT	INDEX FACTOR	INDEX VALUE
Improved	36%	100	36
Stayed the same	40%	50	20
Deteriorated	23%	0	0
Can't say	1%		INDEX SCORE 56

APPENDIX B: INDEX SCORE IMPLICATIONS



Index scores are indicative of an overall rating on a particular service area. In this context, index scores indicate:

- how well council is seen to be performing in a particular service area; or
- the level of importance placed on a particular service area.

For ease of interpretation, index score ratings can be categorised as follows:

INDEX SCORE	Performance implication	Importance implication
75 – 100	Council is performing very well in this service area	This service area is seen to be extremely important
60 – 75	Council is performing well in this service area, but there is room for improvement	This service area is seen to be very important
50 – 60	Council is performing satisfactorily in this service area but needs to improve	This service area is seen to be fairly important
40 – 50	Council is performing poorly in this service area	This service area is seen to be somewhat important
0 – 40	Council is performing very poorly in this service area	This service area is seen to be not that important

APPENDIX B: INDEX SCORE SIGNIFICANT DIFFERENCE CALCULATION



The test applied to the Indexes was an Independent Mean Test, as follows:

$$Z Score = (\$1 - \$2) / Sqrt ((\$3*2 / \$5) + (\$4*2 / \$6))$$

Where:

>\$1 = Index Score 1

>\$2 = Index Score 2

>\$3 = unweighted sample count 1

>\$4 = unweighted sample count 1

▶\$5 = standard deviation 1

>\$6 = standard deviation 2

All figures can be sourced from the detailed cross tabulations.

The test was applied at the 95% confidence interval, so if the Z Score was greater than +/- 1.954 the scores are significantly different.



Core, Optional and Tailored Questions

Over and above necessary geographic and demographic questions required to ensure sample representativeness, a base set of questions for the 2018 State-wide Local Government Community Satisfaction Survey was designated as 'Core' and therefore compulsory inclusions for all participating Councils.

These core questions comprised:

- Overall performance last 12 months (Overall performance)
- Lobbying on behalf of community (Advocacy)
- Community consultation and engagement (Consultation)
- Decisions made in the interest of the community (Making community decisions)
- Condition of sealed local roads (Sealed local roads)
- Contact in last 12 months (Contact)
- Rating of contact (Customer service)
- Overall council direction last 12 months (Council direction)

Reporting of results for these core questions can always be compared against other participating councils in the council group and against all participating councils state-wide. Alternatively, some questions in the 2018 State-wide Local Government Community Satisfaction Survey were optional. Councils also had the ability to ask tailored questions specific only to their council.

00



Reporting

Every council that participated in the 2018 State-wide Local Government Community Satisfaction Survey receives a customised report. In addition, the state government is supplied with a state-wide summary report of the aggregate results of 'Core' and 'Optional' questions asked across all council areas surveyed.

Tailored questions commissioned by individual councils are reported only to the commissioning council and not otherwise shared unless by express written approval of the commissioning council.

The overall State-wide Local Government Community Satisfaction Report is available at http://www.delwp.vic.gov.au/local-government/strengthening-councils/council-community-satisfaction-survey.

APPENDIX B: GLOSSARY OF TERMS



Core questions: Compulsory inclusion questions for all councils participating in the CSS.

CSS: 2018 Victorian Local Government Community Satisfaction Survey.

Council group: One of five classified groups, comprising: metropolitan, interface, regional centres, large rural and small rural.

Council group average: The average result for all participating councils in the council group.

Highest / lowest: The result described is the highest or lowest result across a particular demographic subgroup e.g. men, for the specific question being reported. Reference to the result for a demographic sub-group being the highest or lowest does not imply that it is significantly higher or lower, unless this is specifically mentioned.

Index score: A score calculated and represented as a score out of 100 (on a 0 to 100 scale). This score is sometimes reported as a figure in brackets next to the category being described, e.g. men 50+ (60).

Optional questions: Questions which councils had an option to include or not.

Percentages: Also referred to as 'detailed results', meaning the proportion of responses, expressed as a percentage.

Sample: The number of completed interviews, e.g. for a council or within a demographic sub-group.

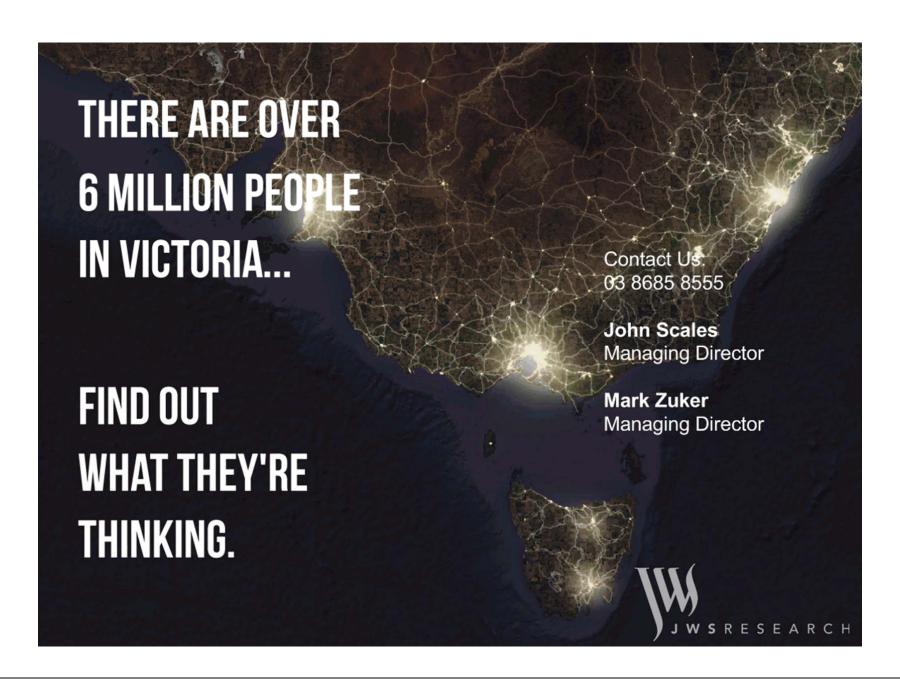
Significantly higher / lower: The result described is significantly higher or lower than the comparison result based on a statistical significance test at the 95% confidence limit. If the result referenced is statistically higher or lower then this will be specifically mentioned, however not all significantly higher or lower results are referenced in summary reporting.

Statewide average: The average result for all participating councils in the State.

Tailored questions: Individual questions tailored by and only reported to the commissioning council.

Weighting: Weighting factors are applied to the sample for each council based on available age and gender proportions from ABS census information to ensure reported results are proportionate to the actual population of the council, rather than the achieved survey sample.

04



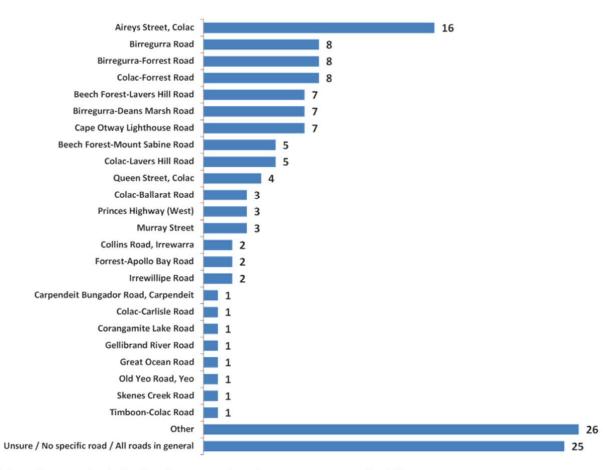


2018 SEALED LOCAL ROADS OF CONCERN

PERCENTAGE SCORES



2018 Sealed Local Roads of Concern (%)



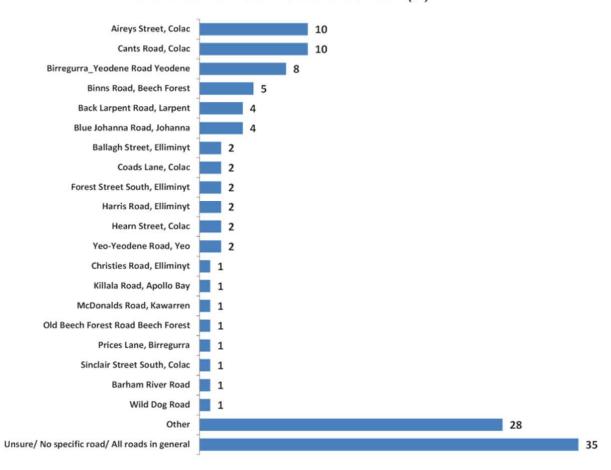
CY1. You earlier rated the performance of sealed local roads as: average/poor/very poor, can you specify which particular road or roads are of concern?

2018 UNSEALED LOCAL ROADS OF CONCERN

PERCENTAGE SCORES



2018 Unsealed Local Roads of Concern (%)



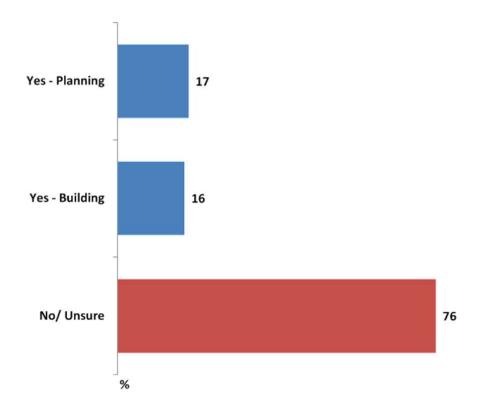
CY2. You earlier rated the performance of unsealed local roads as: average/poor/very poor, can you specify which particular road or roads are of concern?

PLANNING AND BUILDING PERMITS IN LAST 12 MONTHS

PERCENTAGE RESULTS



Planning and Building Permits in Past 12 Months



CY3. You earlier rated the performance of <u>planning and building permits</u> as average/poor/very poor. Have you had a planning or building application with Council in the past 12 months? Was that a planning application, a building application or both?

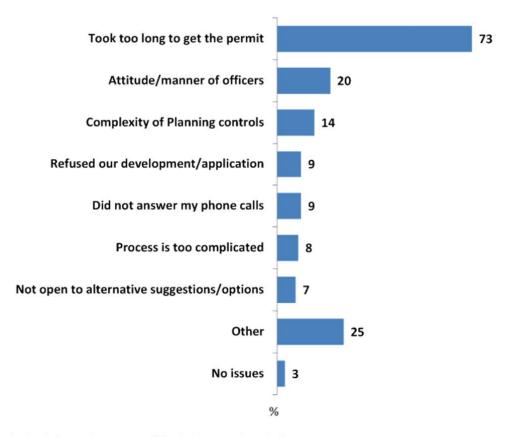
ISSUES THAT INFLUENCED PLANNING PERMIT SERVICE RATING

PERCENTAGE RESULTS



Issues Influencing Planning Permit Service

Multiple responses allowed



CY4. What was the issue that has influenced your rating of the planning permit service?

Base: Those who have had a planning application with Council in the past 12 months. n=44.

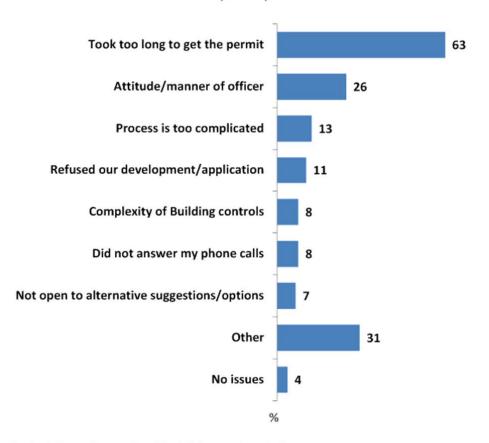
ISSUES THAT INFLUENCED BUILDING PERMIT SERVICE RATING

PERCENTAGE RESULTS



Issues Influencing Building Permit Service

Multiple responses allowed



CY5. What was the issue that has influenced your rating of the building permit service?

Base: Those who have had a building application with Council in the past 12 months. n=38.

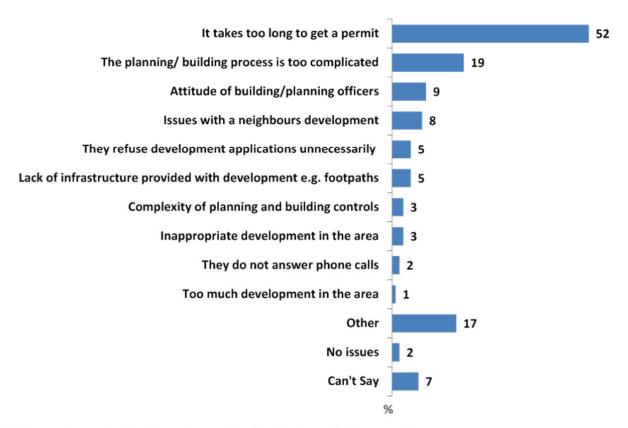
ISSUES THAT INFLUENCED PLANNING & BUILDING PERMIT SERVICE RATING PERCENTAGE RESULTS



Issues Influencing Planning & Building Permit Service

(amongst those who haven't or may not have had a planning or building application in the past 12 months)

Multiple responses allowed



CY6. What was the issue that has influenced your rating of the planning and building permits?

Base: Those who haven't or may not have had a planning or building application with Council in the past 12 months. n=203.





SPECIAL COUNCIL MEETING

MUNICIPAL PUBLIC HEALTH AND WELLBEING PLAN 2017-2021 ANNUAL REVIEW

SC181107-2

LOCATION / ADDRESS Municipality GENERAL MANAGER Gareth Smith

OFFICER Greg Fletcher DIVISION Development & Community Services

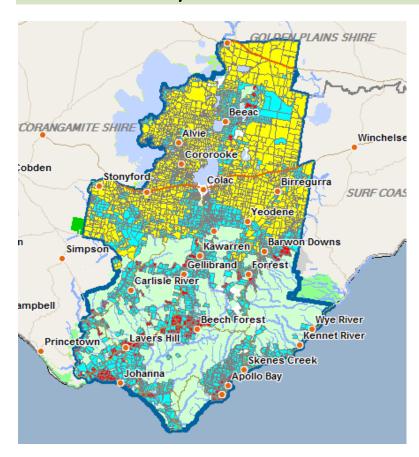
TRIM FILE F17/9622 CONFIDENTIAL No

ATTACHMENTS Nil

PURPOSETo provide Council with a report on the annual review of the

Municipal Public Health and Wellbeing Plan 2017-2021.

1. LOCATION PLAN / AERIAL PHOTO



2. EXECUTIVE SUMMARY

Council is required by the *Public Health and Wellbeing Act 2008* to review its Municipal Public Health and Wellbeing Plan annually and amend, if appropriate.

Following a review by Council officers, ongoing feedback from Councillors and stakeholders, implementation of actions with the strategic partners (mentioned in the Plan) there are no proposed changes to the priorities of the Municipal Public Health and Wellbeing Plan 2017-2021 (MHPWP).

3. RECOMMENDATION

That Council adopts the Municipal Public Health and Wellbeing Plan 2017-2021, without amendment.

4. BACKGROUND / KEY INFORMATION

BACKGROUND

The following sections of the *Public Health and Wellbeing Act 2008* (s26) are applicable to the review of a municipal public health and wellbeing plan.

- 'A Council must review its municipal public health and wellbeing plan annually and, if appropriate, amend the municipal public health and wellbeing plan' (s26(4)).
- 'A Council is not required to provide for the involvement of people in the local community when reviewing or amending a municipal public health and wellbeing plan under subsection (4)' (s26(5)).

KEY INFORMATION

Following a review by Council officers, feedback from Councillors and the ongoing implementation of strategic actions there are no proposed changes to the priorities of the MHPWP. The MHPWP had eight priorities to maximise health and wellbeing in Colac Otway, these are:

- Embed key health and wellbeing enablers
- Young people and their families
- Plan together for an ageing population
- Family violence
- Healthy eating and active living
- Mental health and connectedness
- · Culture, heritage and diversity
- Reduce harm from alcohol, tobacco and other drugs.

These priorities outlined Council's commitment to working together in partnership with many other health and wellbeing providers to ensure better outcomes for our community. This work is continuing locally through various collaborations, and regionally with G21 Geelong Region Alliance.

A key to addressing many of the above priorities is being coordinated through the Colac Community Partnership Executive Group (CCPEG) which consists of multiple state and federal agencies departments, health services, and many not-for-profit agencies. CCPEG oversees the following collective impact strategies within Colac Otway:

- Colac Otway and Corangamite Child & Family Services Alliance is to improve the safety, stability and well-being of vulnerable children, young people and their families through strong partnerships and collaborative effort that identifies and responds to community and client need. Further work is required to engage with the recently opened Geelong Support and Safety Hub.
- **Healthy Choice Easy Choice** is a local health initiative, supported by Deakin University, to reduce community obesity with a focus on primary school aged children.
- Schools & Communities Together has the vision that 'All children, young people and their families are safe, secure and have access to lifelong learning through an inclusive Colac Otway community'. This can be achieved through improving Year 12 attainment or equivalent; improving social, emotional and physical wellbeing; decreasing community attitudes favourable to alcohol and other drug use; and increasing community connectedness.
- The Colac Aboriginal Gathering Place is focussed on Improving Aboriginal health within a culturally safe gathering place.
- Colac GROW (G21 Region Opportunities for Work) initiatives aim to support disadvantaged and vulnerable people within the Colac community to gain continued local employment.

Partner organisations within the G21 Geelong Region Alliance are actively working together on actions around healthy eating and active living, and family violence.

FURTHER SUPPORTING INFORMATION

5. COMMUNITY CONSULTATION & ENGAGEMENT

Although Council is not required to provide for the involvement of people in the local community when reviewing or amending its MHPWP there are multiple alliances Council works in partnership with to ensure outcomes are relevant to priorities of the MHPWP.

6. ANALYSIS

ALIGNMENT TO COUNCIL PLAN OR COUNCIL POLICY

The Municipal Public Health and Wellbeing Plan has been developed to reflect the themes of the Council Plan: Our Prosperity, Our Places, Our Community and Our Leadership and Management.

ENVIRONMENTAL IMPLICATIONS

The Municipal Public Health and Wellbeing Plan includes objectives and measures relating to the environment, in particular impacts to the community health from climate change, as required by State Government.

SOCIAL & CULTURAL IMPLICATIONS

The Municipal Public Health and Wellbeing Plan includes objectives and measures to address existing social and cultural matters within our community. The Plan includes 8 priorities that guide its direction with two of these particularly addressing social and cultural issues; mental health and connectedness and culture, heritage and diversity. These priorities' goals are to take action to build resilient and socially connected individuals and communities and to acknowledge and celebrate our community's culture, heritage and diversity.

ECONOMIC IMPLICATIONS

The Municipal Public Health and Wellbeing Plan includes objectives, actions and measures that aim to address key community health and wellbeing issues. Addressing these issues can also assist with enhancing the economy.

LEGAL & RISK IMPLICATIONS

The Municipal Public Health and Wellbeing Plan needs to be reviewed annually and, if appropriate, amended. Council is not required to provide for the involvement of people in the local community when reviewing or amending a municipal public health and wellbeing plan.

RESOURCE IMPLICATIONS (FINANCIAL ETC)

Priority tables within the Municipal Public Health and Wellbeing Plan have regard to the resource implications for each objective, ranging from staff time to seeking external funding.

It is difficult to predict the amount of funding required for each new action, especially when actions include multiple partners. There are a number of current programs which are already funded for various time periods. A number of actions are linked to state and G21 regional health and wellbeing priorities. It is anticipated that resources will be provided for these priorities (i.e. Development of Support and Safety Hubs).

7. IMPLEMENTATION STRATEGY

DETAILS

If Council makes resolves to make no amendment to the Municipal Public Health and Wellbeing Plan 2017-2021 there are no further implementation requirements.

COMMUNICATION

If Council makes no amendment to the Municipal Public Health and Wellbeing Plan 2017-2021 there are no requirements to communicate any action.

TIMELINE

If Council makes no amendment to the Municipal Public Health and Wellbeing Plan 2017-2021 there are no timeline implications.

8. OFFICER DIRECT OR INDIRECT INTEREST

No officer declared an interest under the Local Government Act 1989 in the preparation of this report.



SPECIAL COUNCIL MEETING

EXPRESSIONS OF INTEREST TO HOST 2019 AUSTRALIA DAY EVENT

SC181107-3

LOCATION / ADDRESS Municipality GENERAL MANAGER Gareth Smith

OFFICER Hege Eier DIVISION Development & Community Services

TRIM FILE F18/3340 CONFIDENTIAL No

ATTACHMENTS Nil

PURPOSE For Council to determine the successful host town for the 2019

Australia Day Event.

1. LOCATION PLAN / AERIAL PHOTO



2. EXECUTIVE SUMMARY

On Australia Day 26 January, National Australia Day celebrations are held throughout Australia. Town and regional councils or committees, with the support of state and territory Australia Day councils, deliver thousands of celebrations and events.

The Colac Otway Shire supports Australia Day celebrations at a local level by committing funds and resources to conduct an official Colac Otway Shire Australia Day ceremony on 26 January every year.

Equal access and opportunity for various towns and communities within the Shire to host the celebrations is provided through the Expression of Interest (EOI) to host Colac Otway Shire Australia Day celebrations.

Partnering with the community to deliver the Australia Day event ensures community ownership of the event. Community involvement is crucial to the successful planning and delivery of the event in that it ensures that programing remains meaningful and relevant to the host community and that the required volunteer resources are available to successfully deliver the event.

The EOI to host 2019 Australia Day celebrations opened on 8 February 2018 and closed on 30 March 2018. There were no EOI received to host the 2019 Colac Otway Shire Australia Day celebrations.

Discussions with a number of community groups indicated that the main reasons behind the lack of interest was due to volunteer resources being tied up with other projects/events and growing sensitivity around the 26 January and what the day means to the Traditional Owners of the land.

Council was in a similar position in 2011, 2013 and 2018 when no EOIs to host the event were received. On these occasions Council looked to the major centres of Colac and Apollo Bay and considered who hosted the event most recently.

However, in light of the recent lack of community interest in hosting the event (2018 and 2019), and considering that the 2018 celebrations were held in Colac, this report suggests that Council hold the 2019 event in Apollo Bay and extends an invitation for community groups to participate.

Therefore, following precedent and noting that the 2018 Australia Day event was held in Colac, this report recommends that Council consider holding the 2019 Australia Day event in Apollo Bay.

3. RECOMMENDATION

That Council:

- Notes no communities expressed an interest to host the 2019 Australia Day Event.
- 2. Determines that the 2019 Australia Day event be held in Apollo Bay.
- 3. Extends an invitation for community groups to participate in developing and delivering the 2019 Australia Day Event in Apollo Bay.

4. BACKGROUND / KEY INFORMATION

BACKGROUND

On Australia Day 26 January, National Australia Day celebrations are held throughout Australia. Town and regional councils or committees, with the support of state and territory Australia Day councils, deliver thousands of celebrations and events.

Formal Australia Day activities for the Colac Otway Shire are conducted in accordance with the Victorian Australia Day Committee which is part of the Department of Premier and Cabinet and supported by the Victoria Government. The Victorian Committee is affiliated with the National Australia Day Council and part of its mission is to "promote the celebration of Australia Day for the purpose of developing national pride and spirit..."

The Colac Otway Shire supports Australia Day celebrations at a local level by committing funds and resources to conduct an official Australia Day ceremony on 26 January every year.

The EOI process

Prior to 2009 the Colac Otway Shire hosted two similar but separate events for Australia Day, one in Colac followed by another in Apollo Bay.

In 2008 Council identified that having two separate events in two locations presented a number of logistical issues in terms of transport and set up, as well as placing an unrealistic demand on Australia Day Award recipients, official guests and new citizens to travel to two destinations to attend celebrations on the same day.

In 2010, after successful Australia Day Celebrations were held in Forrest (2009) and Birregurra (2010), Council adopted an official EOI process for Colac Otway Shire townships to nominate their interest to host the official Australia Day event.

The introduction of the EOI process created the possibility for various towns in the Shire to host the celebrations, with regional centres and small towns having equal access and opportunity to host.

Since the introduction of the EOI Process Australia Day Celebrations have been held in:

- Colac (2011)
- Beeac (2012)
- Apollo Bay (2013)
- Forrest (2014)
- Colac (2015)
- Birregurra (2016)
- Apollo Bay (2017)
- Colac (2018)

Australia Day Components

The official Colac Otway Shire Australia Day ceremony is planned and implemented by the Colac Otway Shire's event team.

Official Colac Otway Shire Australia Day celebrations comprise a flag raising ceremony, Australian national anthem, official speeches, citizenship ceremony and the presentation of the Colac Otway Shire Australia Day awards.

The successful host community is encouraged to develop other celebratory activities around the general Australia Day concepts, being as innovative and imaginative as they wish in coming up with new ideas and approaches to create memorable activities that attract a diverse audience.

The EOI process ensures that programming of the event remains relevant to the community and provides the host town with a unique opportunity to showcase local community venues, artists and performers to a diverse range of residents and visitors.

Council officers work with the host community to ensure the activities are appropriate and that the event is compliant with applicable regulatory requirements and with budget.

KEY INFORMATION

The EOI to host 2019 Australia Day celebrations opened on 8 February 2018 and closed on 30 March 2018. The EOI was advertised in the local newspaper, local news sheets, Council's News Letter *Community Matters*, Council's web site, Council's facebook page and by direct mailout to community groups and service clubs.

There were no expressions of interest to host the 2019 event.

Feedback from a number of community groups indicated that the main reasons behind the lack of interest for the 2019 event were:

- Volunteer resources being tied up with other projects/events.
- Community groups needing a longer lead in time to plan for the event.
- Growing sensitivity around the 26 January and what the day means to the Traditional Owners of the land.

While some groups indicated that they were interested in hosting future Australia Day events, others indicated that they would like to engage in a conversation with the Shire around a more progressive approach to celebrating the nation's achievements and identity.

Precedent

In the past Council has partnered with the Apollo Bay Chamber of Commerce and the Day in the Bay event held on 26 January. The Chamber has confirmed that they are no longer delivering the Day in the Bay event due to lack of volunteer resources and growing sensitivity around the 26 January.

While the Chamber will no longer be involved through the Day in the Bay event, this report recommends that Council's event team deliver the 2019 Australia Day event in Apollo Bay and invite groups and clubs to participate in the day.

Acknowledging that the 2018 was held in Colac, holding the 2019 event in Apollo Bay ensures that:

- Community members across the Shire have equal opportunity and access to the event.
- Cultural diversity and community contribution is celebrated in both locations (Citizenship Ceremony & Australia Day Awards).
- Clubs and groups have equal opportunity to fundraise and promote their community and activities through the event.

The Otway Coast Committee has given in principle approval for the event to be held on the Apollo Bay Foreshore on 26 January 2019, pending an event application.

The P12 College and the Kindergarten who has previously fundraised at the Australia Day event have indicated their interest in being involved in the 2019 event. We are currently waiting for the school Council and Kindergarten Committee to confirm their involvement in the 2019 event.

FURTHER SUPPORTING INFORMATION

5. COMMUNITY CONSULTATION & ENGAGEMENT

The EOI to host 2019 Australia Day celebrations opened on 8 February 2018 and closed on 30 March 2018.

The EOI was advertised in the local newspaper, local news sheets, Council's News Letter *Community Matters*, Council's web site, Council's facebook page and by direct mailout to community groups and service clubs.

Officers also contacted several communities to encourage them to apply and understand why they didn't this year.

6. ANALYSIS

ALIGNMENT TO COUNCIL PLAN OR COUNCIL POLICY

Working in partnership with the community to deliver the Australia Day Awards and event align to the Council Plan 2017-2021 through the following Goals and Actions:

Theme 3: Our Community

Goal: Connect people through events and activities

Supports community activities through information dissemination and planning information.

Goal: Foster an inclusive community

• Increase advocacy in partnership with our community to enhance cultural awareness, inclusiveness, safety and health, community, family and education.

Theme 4: Our Leadership and Management

Goal: Communicate regularly with our community and involve them in decision making.

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications relating to this report.

SOCIAL & CULTURAL IMPLICATIONS

The Shire's Australia Day Awards program provides residents with the opportunity to acknowledge and celebrate the many individuals who have made significant and outstanding contributions to their communities.

The Australia Day event incorporating the Australia Day Awards and the citizenship ceremony is an opportunity to promote diversity, strengthen community connectedness, create a sense of place and belonging and pride within the community.

ECONOMIC IMPLICATIONS

Since the introduction of the EOI to host Australia Day process, community engagement and attendance levels at the Australia Day event have increased from a few hundred participants in 2008 to over 1500 participants in 2016 and 2017. For business and community groups in the successful host town there are economic benefits and opportunities associated with the extra influx of people to the town on the day of the event.

LEGAL & RISK IMPLICATIONS

Colac Otway Shire is required to undertake the events approval process which addresses risk management and compliance issues specific to the event.

Council rely on community volunteers to plan and deliver additional activities on the day. There is a risk that a lack of community involvement in the planning and delivery of the event will impact programming (activities available) and attendance levels on the day.

RESOURCE IMPLICATIONS (FINANCIAL ETC)

A budget allocation of \$11,600 is included in the 2018-19 budget for the 2019 Australia Day Event which is consistent with recent years. The Australia Day budget covers all compliance requirements and permits required to run the event, a free community barbeque, free community transport to and from the event, advertising of the event and the Australia Day Awards, gifts and certificates and infrastructures such as stage, sound, chairs, additional amenities and shade provision.

Council rely on community volunteers to help deliver additional activities on the day with Council delivering the event and there is a lack of interest from community groups to participate in the day, there may be limited additional activities beyond the official ceremony and live entertainment on stage.

7. IMPLEMENTATION STRATEGY

DETAILS

Council's event team will deliver the 2019 Australia Day event in Apollo Bay on 26 January and will encourage and invite community groups to participate.

Council will submit an event application to Otway Coast Committee to hold the event on the Apollo Bay foreshore on 26 January.

COMMUNICATION

Inform the community via a media release of Council's decision for Apollo Bay to host the 2019 event and will approach local groups in the Apollo Bay region to participate in the event planning and implementation

TIMELINE

Following endorsement at the 11 July Special Council Meeting officers will immediately commence engaging groups to support Council in the design and delivery of the event.

8. OFFICER DIRECT OR INDIRECT INTEREST

No officer declared an interest under the Local Government Act 1989 in the preparation of this report.



SPECIAL COUNCIL MEETING

AUSTRALIA DAY ADVISORY COMMITTEE TERMS OF REFERENCE

SC181107-4

LOCATION / ADDRESS Municipality GENERAL MANAGER Gareth Smith

OFFICER Hege Eier DIVISION Development & Community Services

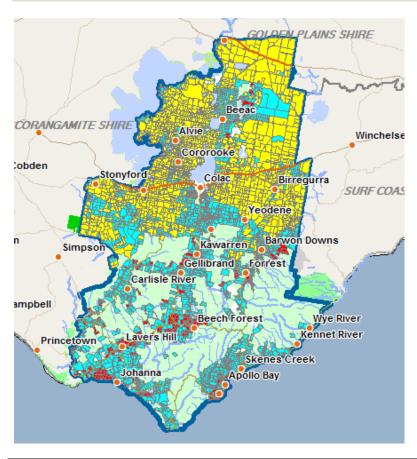
TRIM FILE F17/1914 CONFIDENTIAL No

ATTACHMENTS 1. Terms of Reference ADAC (V3)

PURPOSE For Council to endorse the Terms of Reference for the Australia Day

Advisory Committee.

1. LOCATION PLAN / AERIAL PHOTO



2. EXECUTIVE SUMMARY

On Australia Day 26 January, the National Australia Day Council (NADC) together with the State and Territory Australia Day, Councils and Committees oversee and co-ordinate Australia Day events and Australia Day Awards on a state and national level.

Towns and regional Councils with the support of State and Territory Australia Day Councils administer Australia Day Awards and deliver local Australia Day events. The Colac Otway Shire (the Shire) supports Australia Day celebrations at a local level by committing funds and resources to conduct an official Australia Day event and deliver Colac Otway Shire Australia Day Awards on 26 January annually.

In 2010 Council adopted an official Expression of Interest (EOI) process for community groups wishing to work in partnership with the Shire to plan and deliver the Australia Day event in their town/community. While the EOI to host Australia Day has involved the community in the planning and delivery of the event, it has provided limited opportunities for the community to be involved in decision making in regards to the awards and the future direction of the event.

Working in partnership and communicating regularly with the community with regard to the Australia Day Event and the Australia Day Awards aligns with the goals and strategies in the Council Plan. It connects people through events and activities and fosters a diverse and inclusive community where residents have the opportunity to participate in decision-making.

At the Ordinary Council Meeting held 23 May 2018, Council endorsed a resolution establishing an "Australia Day Advisory Committee consisting of all seven Councillors and community representatives". The resolution also endorsed Council officers to "conduct an expression of interest process for the community members to nominate for selection as a member of the Advisory Committee". The number of community representatives was not finalised, however this report is suggesting up to five.

The primary role of the Australia Day Advisory Committee (ADAC) is to provide Council with recommendations with regard to the awards and the event and to provide an avenue for feedback from the working group as established by the successful host community. Council resolved to support this recommendation.

Officers have drafted terms of reference (TOR) for the proposed ADAC for Council consideration and recommend Council authorises officers to conduct an EOI process seeking nominees from the community to be appointed onto the ADAC.

3. RECOMMENDATION

That Council:

- 1. Endorse the attached for the Australia Day Advisory Committee Terms of Reference.
- Authorise Council CEO to conduct an expression of interest process for community representation on the Australia Day Advisory Committee, with appointment of up to five nominees subject to a future Council decision.

4. BACKGROUND / KEY INFORMATION

BACKGROUND

On 26 January, Australia Day celebrations are held throughout Australia. The NADC together with the state and territory Australia Day Councils and Committees oversee and co-ordinate Australia Day Awards and events on a state and national level.

Towns and local Councils with the support of State and Territory Australia Day Councils administer Australia Day Awards and events on a local level.

Council supports Australia Day celebrations on a local level by committing funds to deliver an Australia Day event and Australia Day Awards.

The Shire's Australia Day Award program acknowledges residents who have made a significant contribution to the community and recipients are selected in accordance with the selection and eligibility criteria outlined in the Shire's Australia Day Award Guidelines. The Shire's Australia Day Awards are presented at the official COS Australia Day event held on Australia Day 26 January every year.

Prior to 2009 the Shire hosted two similar but separate events on Australia Day, one in Colac followed by another in Apollo Bay. In 2010 Council adopted an official EOI process for towns and communities to nominate their interest to host the official Australia Day event.

The introduction of the EOI process created the possibility for various towns in the Shire to host the celebrations, with regional centres and small towns having equal access and opportunity to showcase social, cultural and recreational opportunities in their town.

Prior to 2015 recommendations relating to the successful host town and the successful Australia Day Awards recipients were presented to Council by the ADAC consisting of four or more Councillors.

Following the dissolution of a number of Council's advisory committees in 2015, an Australia Day Award Internal Assessment Panel consisting of five (5) council officers (from across four (4) Council departments) have provided a recommendation to Council as to the successful host town and Australia Day Award recipients.

At the Ordinary Council Meeting held 23 May 2018, Council endorsed a resolution establishing an "Australia Day Advisory Committee consisting of all seven Councillors and community representatives". The resolution also endorsed Council officers to "conduct an expression of interest process for the community members to nominate for selection as a member of the Advisory Committee".

The primary role of the ADAC is to provide Council with recommendations with regard to the awards and the event and to provide an avenue for feedback from the working group as established by the successful host community. Council resolved to support this recommendation.

KEY INFORMATION

The TOR for the ADAC has now been drafted and is attached to this report, which clarifies the community membership and responsibilities proposed. Council's consideration to endorse the number of community representatives to be appointed to the attached ToR is also invited.

The draft ToR has been developed to include all seven Councillors (as per the May 2018 resolution) and up to five community representatives to be appointed following an EOI process calling for nominations. Councillors will make the final decision on the community representatives at a later Ordinary Council Meeting.

PURPOSE

The purpose of the ADAC is to:

- Consider Australia Day Award Nominations and make a recommendation to Council in line with the Australia Day Award Guidelines as to the successful award recipients.
- Consider EOIs to host the Australia Day event and make a recommendation to Council in line with the EOI to host Australia Day Guidelines as to the successful host town.
- Review the Australia Day Award Guidelines and EOI to Host Australia Day Event Guidelines and make recommendations to Council as to changes to the guidelines.
- Actively seek feedback from the Australia Day Event Working Committee and the wider community in regards to the Australia Day Awards and the Australia Day Event operations.
- Review the ToR for the ADAC and make recommendations to Council in regarding proposed changes to the ToR.

The ADAC will act in an advisory capacity only and have no delegated authority to make decisions. The ADAC will provide advice and recommendations to Council to assist them in their decision making.

MEMBERSHIP

The attached ToR proposes the following ADAC membership:

- All 7 Councillors
- Up to 5 Community Representatives (by EOI every two years)

The ADAC will be supported by the relevant Shire employees. Employees are not a member of the ADAC.

Officer's recommendation for up to 5 community representatives is based on maintaining a workable size as the committee is required to be part of a number of decision making processes.

Further community consultation can be undertaken with the wider community with regard to the award categories, award guidelines and the EOI to host Australia Day process. The ADAC would determine the best way for this consultation to occur.

SELECTION OF COMMUNITY REPRESENTATIVES

It is suggested community representatives will be selected every 2 years through an EOI process managed by Council staff. In selecting the community representatives Council would consider the following:

- Demonstrated strong links and connections with the local community involvement with local community groups, clubs or committees;
- Demonstrated experience and involvement with community events and/or community awards;
- Demonstrated ability to look beyond personal interests, and work with others to deliver the best outcome for the whole community.

The overall committee structure should also represent a diverse community and as such consideration will be given to the overall make-up of the committee in terms of age, gender, culture and geographic representation from across the Shire.

RESIGNATIONS

Community members who resign from the committee will be replaced by other community representatives through a similar EOI process.

CONFIDENTIALITY & CONFLICT OF INTEREST

As per the attached draft ToR for the ADAC members are required to:

- Maintain the confidentiality of documents where they contain sensitive or private information or where requested by the Chair. Note: members will be required to sign a confidentiality agreement at the commencement of each term.
- Members of the group shall notify the Chair where potential conflicts of interest may arise at the earliest possible convenience, in accordance with good meeting practice. Such conflicts shall be recorded in meeting minutes.

FURTHER SUPPORTING INFORMATION

5. COMMUNITY CONSULTATION & ENGAGEMENT

The draft ToR has been developed by Council officers for Council consideration. Future reviews of the ToR would include feedback from the ADAC prior to consideration by Council.

6. ANALYSIS

ALIGNMENT TO COUNCIL PLAN OR COUNCIL POLICY

Working in partnership with the community to deliver the Australia Day Awards and event align to the Council Plan 2017-2021 through the following Goals and Actions:

Theme 3: Our Community

Goal: Connect people through events and activities

Goal: Foster an inclusive community

Theme 4: Our Leadership and Management

Goal: Communicate regularly with our community and involve them in decision making.

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications relating to this report.

SOCIAL & CULTURAL IMPLICATIONS

Allowing the community to be involved in the decision making process with regard to both the awards and the event encourages greater community ownership and ensures that Council deliver awards and events that are relevant and meaningful to the community.

ECONOMIC IMPLICATIONS

Since the introduction of the EOI to host Australia Day process, community engagement and attendance levels at the Australia Day event increased from a few hundred participants in 2008 to over 1500 participants in 2016 and 2017. Numbers for the 2018 event were well down on the previous two years. For business and community groups in the successful host town there are economic benefits and opportunities associated with the extra influx of people to the town on the day of the event.

LEGAL & RISK IMPLICATIONS

Risks relating to community participation on the ADAC include breach of privacy, confidentiality and failure to declare interest. These risks will be addressed through the TOR for the advisory committee and the induction process.

RESOURCE IMPLICATIONS (FINANCIAL ETC)

A budget allocation of \$11,600 is proposed for the 2019 Australia Day Event which is consistent with recent years. The Australia Day budget covers all compliance requirements and permits required to run the event, a free community barbeque, free community transport to and from the event, advertising of the event and the Australia Day Awards, gifts and certificates and infrastructures such as stage, sound, chairs, additional amenities and shade provision.

The EOI process will have limited impact on the budget apart from the additional advertising costs relating to the EOI for nominees to the ADAC.

7. IMPLEMENTATION STRATEGY

DETAILS

Draft ToR for the ADAC has been developed and attached for Council to consider endorsement. Subject to Council endorsement of the ToR an EOI process will be undertaken.

COMMUNICATION

It is envisaged that the EOI to nominate to the ADAC will open in mid-July and will be promoted through Council's facebook and web site, newspaper advertising, news sheets and direct mailout to community groups, recreational clubs and service clubs.

TIMELINE

11 July 2018 TOR endorsed at Special Council Meeting
17 July 2018 EOI for nominees on ADAC opens and remains open for four weeks
Early September 2018 Draft Advisory Committee membership presented at Council Briefing
September 2018 ADAC endorsed at Ordinary Council Meeting

The above timelines allow for the ADAC to be in place after the 2019 Australia Day Awards nominations close in late-August creating an opportunity for the Advisory Committee to make a recommendation to Council as to the successful award recipients.

The above timelines does not allow for the ADAC to make a recommendation to Council on the following:

- The successful host town for 2019
- Undertake a review of the Australia Day Award Categories and Guidelines prior to the 2019 awards

These could be considered as part of the 2020 process.

8. OFFICER DIRECT OR INDIRECT INTEREST

No officer declared an interest under the Local Government Act 1989 in the preparation of this report.

TERMS OF REFERENCE

Committee Name: Australia Day Advisory Committee (ADAC)

Department	Development & Community Services	
Responsible Officer	Manager Economic Development and Tourism	
Committee Type	Community Advisory Committee	

1. BACKGROUND

On Australia Day 26 January, the National Australia Day Council (NADC) together with the state and territory Australia Day Councils and Committees oversee and coordinate Australia Day events and Australia Day Awards on a state and national level. The Colac Otway Shire Council supports Australia Day celebrations at a local level by committing funds and resources to conduct an official Australia Day event incorporating Australia Day Awards, a Citizenship Ceremony and community celebrations on 26 January.

Since the introduction of the Expression of Interest (EOI) to Host Australia Day process in 2010, Council has worked in partnership with the community to deliver Australia Day celebrations in towns and communities across the municipality. Working in partnership and communicating regularly with the community in regards to the Australia Day Event and the Australia Day Awards aligns with the goals and strategies in the Council Plan. It connects people through events and activities and fosters a diverse and inclusive community where residents have the opportunity to participate in decision-making.

Following a review of Council's Australia Day operations, in May 2018 Council resolved to provide further community ownership of the Australia Day Awards and Event by establishing a community Australia Day Advisory Committee (ADAC).

The main purpose of the ADAC is to advise Council in regards to matters relating to the awards and the event and to communicate regularly with the Australia Day Working Group as established by the successful host community to deliver the event.

2. PURPOSE

The Committee will:

- Consider Australia Day Award nominations and make a recommendation to Council in line with the Australia Day Award Guidelines as to the successful award recipients.
- Consider EOIs to host the Australia Day Event and make a recommendation to Council in line with the "EOI to Host Australia Day Guidelines" as to the successful host town/community.
- Review the Australia Day Award Guidelines and "EOI to host Australia Day Guidelines" and make recommendations to Council as to changes to the guidelines.
- Actively seek feedback from the Australia Day Event Working Committee and the wider community in regards to the Australia Day Awards and the Australia Day Event operations.

3. OBJECTIVES

- To advise Council in regards to the Australia Day Awards and the Australia Day Event with the aim to ensure that the awards and the event remain relevant and meaningful to the community into the future.
- To be a forum of community members and Council that work together to promote the Australia Day Awards and the Australia Day Event.

4. MEMBERSHIP, PERIOD OF MEMBERSHIP AND METHOD OF APPOINTMENT

Membership:

- All 7 Councillors
- Up to 5 Community Representatives (sought by EOI every two years)

The following Council staff will attend Committee Meetings to provide advice and support to the committee, but will have no voting rights:

- General Manager Development and Community Services
- Manager Economic Development and Tourism
- · Council Officer Events Projects Officer

Secretariat support will be provided by Council staff.

Community Representatives:

Community representatives will be selected every 2 years through an EOI process managed by Council staff. In selecting the community representatives Council will consider the following:

- Demonstrated strong links and connections with the local community involvement with local community groups, clubs or committees;
- Demonstrated experience and involvement with community events and/or community awards;
- Demonstrated ability to look beyond personal interests work with others to deliver the best outcome for the whole community.

The overall committee structure should also represent a diverse community and as such consideration will be given to the overall make-up of the committee in terms of age, gender, culture and geographic representation from across the Shire.

Resignations:

Community members who resign from the committee will be replaced by other community representatives through a similar EOI process.

5. DELEGATED AUTHORITY AND DECISION MAKING

The ADAC will act in an advisory capacity only and have no delegated authority to make decisions. The ADAC will provide recommendations to Council to assist it in its decision making.

6. MEETING PROCEDURES

The Committee shall meet at least two times per year, but may meet more regularly if required. Any member of the Committee, through the Chair of the Committee, can call for an extraordinary meeting to discuss a particular issue.

Members of the Committee will be advised of scheduled meetings at least two weeks in advance. The Committee will agree on a preferred venue and time for meetings to occur, and shall be mindful of the circumstances of all Committee members, particularly community representatives, ensuring that the timing and location of meetings enables full participation where possible.

7. CHAIRPERSON

The Mayor will chair the ADAC. Meetings of the group shall at all times be under the control of the Chair and shall be conducted in accordance with Governance Local Law.

8. AGENDAS AND MINUTES

The minutes of each meeting will be prepared by the secretariat. Full copies of the minutes, including attachments, will be provided to all members no later than ten working days following each meeting. Minutes including attendance, apologies, issues discussed, resolutions made and action items will all be recorded for each meeting by the secretariat.

9. DECISION MAKING

Voting will be used to accept minutes and other resolutions where necessary. The group should aim to achieve consensus on any decisions (where required). Where this cannot be attained, the Chair has the casting vote.

Council staff will attend Committee Meetings to provide advice and support to the committee, but will have no voting rights.

10. CONFIDENTIALITY, CONDUCT AND INTEREST PROVISIONS

Members of the ADAC are required to maintain the confidentiality of documents where they contain sensitive or private information or where requested by the Chair.

Note: Community members will be required to sign a confidentiality agreement prior to attending their first meeting

Members of the group shall notify the Chair where potential conflicts of interest may arise at the earliest possible convenience, in accordance with good meeting practice. Such conflicts shall be recorded in meeting minutes.

11. QUORUM REQUIREMENTS

A minimum of s e v e n m embers is required for the meeting to be recognised as an authorised meeting for the recommendations or resolutions to be valid.

12. TERMS OF REFERENCE

The Terms of Reference of the ADAC are to be reviewed by the committee biennially and by Council within twelve (12) months after a general election. Any proposed changes to the Terms of Reference resulting from a review must be agreed on by the committee and be presented to Council for formal approval.



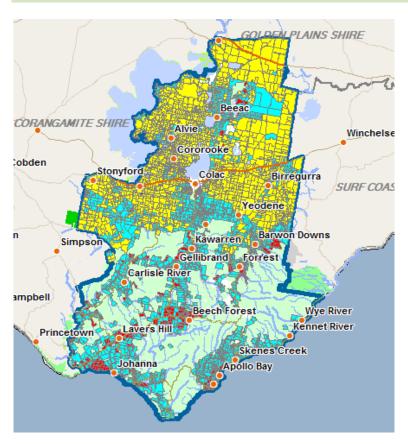
SPECIAL COUNCIL MEETING

CORANGAMITE REGIONAL LIBRARY CORPORATION - AMENDED LOCAL LAWS

SC181107-5

LOCATION / ADDRESS	Whole municipality	GENERAL MANAGER	Tony McGann
OFFICER	lan Seuren	DIVISION	Infrastructure & Leisure Services
TRIM FILE	F18/158	CONFIDENTIAL	No
ATTACHMENTS	 Draft CRLC Library Services Local Law 1 of 2018 Draft CRLC Meeting Procedure Local Law 2 of 2018 		
PURPOSE	To consider the Corangamite Regional Library Corporation's amended Local Laws.		

1. LOCATION PLAN / AERIAL PHOTO



2. EXECUTIVE SUMMARY

The Corangamite Regional Library Corporation (CRLC) provides library services on behalf of four municipalities – Warrnambool City Council and Colac Otway, Moyne and Corangamite Shires.

The CRLC, under the provisions of Part 5 of the *Local Government Act 1989* (the Act), has made two Local Laws, these being:

- 1. Meeting Procedures Local Law 2008 (Local Law No. 1 of 2008)
- 2. Library Services Local Law (Local Law No. 2 of 2008)

These Laws are set to expire in September 2018 in line with the Sunset Provision (S. 122) of the Act. The CRLC Board has reviewed the two Local Laws and will present the amended Laws to its member Councils seeking endorsement in accordance with the Act.

3. RECOMMENDATION

That Council:

- Endorses the Corangamite Regional Library Corporation Local Law 1 Library Services;
- 2. Endorses the Corangamite Regional Library Corporation Local Law 2 Meeting Procedures.

4. BACKGROUND / KEY INFORMATION

BACKGROUND

Colac Otway, Moyne and Corangamite Shires along with Warrnambool City Council established the Corangamite Regional Library Corporation (CRLC) in 1996. CRLC is an independent corporate entity and is established for the purposes of section 196 of the *Local Government Act 1989* by the name of Corangamite Regional Library Corporation to:

- a) provide, subject to any conditions attached to any State government library subsidies and grants to the Regional Library or the Councils, a quality, customer-focused regional library service for the Councils' municipal districts;
- b) make Local Laws relating to the Regional Library;
- c) perform any other functions which are conferred on the Regional Library under this Agreement or the Act, including defining overall policy objectives and a financial strategy, approving a Library Plan and Strategic Resource Plan, preparing an Annual Budget and preparing an annual report; and
- d) do all things necessary or expedient in accordance with this Agreement and the Act for the carrying out of its functions.

The Board comprises the following members:

- One Councillor appointed by each member Council;
- One senior officer appointed by each member Council.

Council has appointed Cr Stephen Hart and the Manager Arts and Leisure to the CRLC Board.

The CRLC is governed by the Regional Library Agreement which is the overarching agreement between the four member Councils that sets out the parameters within which CRLC may operate, establishes an obligation to comply with the relevant sections of the *Local Government Act 1989* and corporation law. The Regional Library Agreement is a perpetual agreement with no end date; however it does contain provisions for withdrawal of parties and the wind up of the corporation.

KEY INFORMATION

The CRLC, under the provisions of Part 5 of the *Local Government Act 1989* (the Act), has made two Local Laws, these being:

- 1. Meeting Procedures Local Law 2008 (Local Law No. 1 of 2008)
- 2. Library Services Local Law (Local Law No. 2 of 2008)

These Laws were created and enacted by gazettal in September 2008. Due to the sunset clause governing Local Laws within the Act (S. 122), the two Local Laws lapse at the end of a 10 year period, effectively 26 September 2018. As per the following clause within the Act, Local Laws need to be ratified by member Councils prior to approval:

197F Restriction on power to make local laws

Despite section 196(7)(d), a regional library may only make a local law if the proposed local laws has been ratified by all the member Councils of the library.

The CRLC Board considered the revised Local Laws at its April 2018 meeting, and adopted the following resolution:

"That the Board agree that the proposed Local Laws 1 and 2 be submitted to member Councils for ratification and then advertised in the statutory manner inviting public inspection and comment, prior to final approval at the September 2018 Board meeting."

Due to the forthcoming changes to the Act and its potential consequences for the future of the CRLC, the existing Local Laws have not substantially changed from their current form and content. Local Law No 2 has been truncated to not include detailed membership eligibility conditions which are essentially matters to be dealt with in the normal operation of the service. This is in line with other Library Corporations who have removed these elements from their updated Local Laws in recent years.

The following information provides an overview of the proposed changes to each of the Local Laws:

Local Law 1 – Library Service (previously CRLC Library Services Local Law 2 of 2008)

Changes to this Local Law include removal of the *Membership, Borrowing and Services* and *Return of Items* sections of the old Local Law and replacing them with a *Library Services* section which revised and reworked the "Dos and Don'ts" elements previously outlined in the old *Borrowing and Services* section with headings under *Access, Conduct, Personal Items* and *Use of Facilities*. The *Fees and Charges* clause has also been reworded with an infringement clause introduced.

The removal of the clauses that related to *Membership, Borrowing and Library Card* conditions, which were very specific in the old Local Law, has taken place in most other examples where Regional Library Corporations have updated their Local Laws. These areas are seen as operational and procedure-driven and better dealt with in Corporation procedures which undergo regular review and update. This enables changes to be made within the CRLC Membership procedure, which is a more dynamic process with amendments and adjustments more easily and appropriately handled, rather than listing specific details and conditions in a document that needs to be reasonably "timeless".

Local Law 2 - Meeting Procedures (previously CRLC Meeting Procedures Local Law 1 of 2008)

The only changes to this Local Law were essentially the addition of a clause (L4.3) to enable "Remote Participation" at Board meetings and how that would be accommodated. The only other changes were minor amendments to dates of the Local Law, numbering and a couple of minor typo and grammar inconsistencies.

FURTHER SUPPORTING INFORMATION

5. COMMUNITY CONSULTATION & ENGAGEMENT

Library services are strongly supported and appreciated by our community, which is evidenced by annual user satisfaction surveys undertaken by the CRLC.

Following consideration by member Councils, the revised Local Laws will be advertised to the public in accordance with the Act for no less than 28 days seeking submissions from the community.

6. ANALYSIS

ALIGNMENT TO COUNCIL PLAN OR COUNCIL POLICY

The provision of library services is a specific action in the 2017-2021 Council Plan:

Theme 3 – Our Community

Goal 3: Opportunities for the community to participate in lifelong learning.

 Action 5 – Provide opportunities for lifelong learning and community connections through library programs.

ENVIRONMENTAL IMPLICATIONS

There are no environmental considerations associated with this report.

SOCIAL & CULTURAL IMPLICATIONS

Public libraries deliver significant social, educational and economic benefits including:

- Delivering electronic resources to members, who are unable to regularly visit a library building.
- Being one of the few places where the whole community can visit, feel welcome and access services for no additional charge. Libraries are the 'lounge room of the community'.
- Building community cohesion and wellbeing and making an active contribution to lifelong learning.
- Playing an important social equity role; ensuring free access to information, internet and expertise.
- Supporting early literacy though regular programs activities and resource provision.

A survey carried out for Libraries Building Communities study (2005) indicated that people that use libraries are those that would have difficulty paying for the service provided. The survey showed that only 10% of Victorian public library customers were in full-time employment. Some 41% of customers were not in the labour force (mainly retired people, parents at home with young children and students), 36% were working part-time and 13% were unemployed.

ECONOMIC IMPLICATIONS

Not applicable to this report.

LEGAL & RISK IMPLICATIONS

The CRLC is governed by the Regional Library Agreement, in accordance with the *Local Government Act 1989*. The revision of the two Local Laws is in accordance with the Act and supports the effective governance of the CRLC.

RESOURCE IMPLICATIONS (FINANCIAL ETC)

There are no resource implications associated with this report.

7. IMPLEMENTATION STRATEGY

DETAILS

As per the requirements of the Act, the proposed Local Laws must be ratified by member Councils prior to approval. Once ratified by all member Councils, the CRLC will continue the process, including an opportunity for public consultation, to enable their approval and gazettal prior to the expiry of the existing Local Laws.

The amended Local Laws must be advertised to the public and in the Victorian Government Gazette for receipt of submissions for no less than 28 days prior to their approval. Once approved and sealed by the CRLC Board, the Local Laws must be advertised publicly and in the Victorian Government gazette. Following this process, they then come into effect.

COMMUNICATION

Following consideration of the revised Local Laws, the community will be notified of the proposed Local Laws via advertising in local media outlets including but not limited to the Colac Herald and Warrnambool Standard. The CRLC will also utilise other opportunities including websites and hard copies at branches to communicate the proposed Local Laws.

TIMELINE

Following their endorsement by member Councils, the proposed Local Laws are required to follow the prescribed process to ensure their approval at the September 2018 CRLC Board Meeting.

8. OFFICER DIRECT OR INDIRECT INTEREST

No officer declared an interest under the Local Government Act 1989 in the preparation of this report.



CORANGAMITE REGIONAL LIBRARY CORPORATION

LIBRARY SERVICES LOCAL LAW

NO. 1 OF 2018

TABLE OF CONTENTS

PART	1 – PRELIMINARY Title Objectives Power to Make this Local Law Commencement Date of this Local Law Date this Local Law Ceases Operation Scope of this Local Law Words Used in this Local Law	3 3 3 3 3 4
PART	2 – ADMINISTRATION Exercise of Discretions Register of Determinations Power of Chief Executive Officer Appeals	5 5 5 5
PART	3 – LIBRARY SERVICES Membership Access Conduct Personal Items Use of Facilities and Equipment	6 6 7 9
PART	4 – FEES, CHARGES AND INFRINGEMENTS Fees and Charges Alteration to Fees and Charges Infringement Notices	10 10 10

CORANGAMITE REGIONAL LIBRARY CORPORATION LIBRARY SERVICES LOCAL LAW NO. 1 OF 2018

PART 1 PRELIMINARY

1.1 TITLE

This is the "Library Services Local Law" (Local Law No.1of 2018).

1.2 OBJECTIVES

The principal objectives of this Local Law are to regulate the management and control of library services provided by the Corangamite Regional Library Corporation.

1.3 POWER TO MAKE THIS LOCAL LAW

This Local Law is made under the provisions of Part 5 of the Local Government Act 1989.

1.4 COMMENCEMENT DATE OF THIS LOCAL LAW

This Local Law shall come into operation on the day following publication of its making in the Victoria Government Gazette.

1.5 DATE THIS LOCAL LAW CEASES OPERATION

Unless this Local Law is revoked sooner, its operation will cease ten (10) years after the day it comes in to operation.

1.6 SCOPE OF THIS LOCAL LAW

This Local Law shall apply to and have operation throughout the whole of the Colac Otway Shire, Corangamite Shire, Moyne Shire and City of Warrnambool.

Page 3 of 11

1.7 WORDS USED IN THIS LOCAL LAW

WORDS MEANING

Act Means the Local Government Act 1989

Authorised Officer Means any person for the time being in charge of any

branch, section or portion of the library service.

Board Means the Corangamite Regional Library Corporation

Board

Chief Executive Officer Means the person appointed by the Corporation as

Chief Executive Officer being in charge of the library

service generally.

Corporation Means the Corangamite Regional Library Corporation

Item Includes any and every book, magazine,

newspaper, pamphlet, gramophone record, video recording, digital videorecording, music score, picture, print, map, chart, manuscript, toy, reading or listening equipment, electronic recourses, compact dick, audio tape.

resources, compact disk, audio tape recording, software program or any other article forming part of the contents of the Library available for borrowing, reference or perusal whether or not the property of the

Corporation.

Library Means all the library facilities, resources and activities

provided by or under the management or control of

the Corporation.

Library Service Means all or any Library outlet under the management

and control of the Corporation.

Library Service Area Means the whole of the municipal districts of Colac

Otway Shire, Corangamite Shire, Moyne Shire and

City of Warrnambool.

Member Means a person, school or institution holding a current

and valid membership card issued in accordance with

this Local Law.

Patron Means any person making use of the library service.

Page 4 of 11

PART 2 ADMINISTRATION

2.1 EXERCISE OF DISCRETIONS

- (1) In exercising any discretion contained in this Local Law the Corporation must have regard to:
 - (a) the objectives of the Local Law; and
 - (b) any guidelines made by the Corporation from time to time.
- (2)
 - (a) The Corporation may from time to time make guidelines for use by the Corporation, its officers and other persons for the purpose of this Local Law.
 - (b) Guidelines made by the Corporation must not be inconsistent with the objectives of this Local Law.

2.2 REGISTER OF DETERMINATIONS

- (1) Any determinations or guidelines made by the Corporation for the purposes of this Local Law must be maintained by the Corporation in the register kept for that purpose.
- (2) The register kept for the purposes of this clause must be made available for inspection at the office of the Corporation during normal office hours.

2.3 POWER OF CHIEF EXECUTIVE OFFICER

Any person using the library service shall obey the lawful directions of the Chief Executive Officer or an Authorised Officer in charge of the library service generally or any branch, section or portion thereof.

2.4 APPEALS

Any person who is aggrieved by any matter under this Local Law may apply to the Corporation to be heard and may make a written submission for consideration by the Corporation, but this right will not in any way remove that person's obligation to act in accordance with any directions or notices which are applicable under this Local Law.

Page 5 of 11

PART 3 LIBRARY SERVICES

3.1 MEMBERSHIP

- The Corporation may establish conditions of membership for the Library Service
- (2) A person who is a member of the Library Service must comply with any conditions which have been established under Clause 3.1.1 and which are applicable to her or him.

3.2 ACCESS

- Any person shall have access to the Library to use services, resources and facilities provided for public use subject to the provisions of this Local Law.
- (2) Persons shall enter only those parts of the Library open for public use and during hours of opening fixed by the Board, except with the permission of the Chief Executive Officer or Authorised Officer.
- (3) Persons shall leave the Library at the times fixed for closing the Library or at the request of the Chief Executive Officer or Authorised Officer.
- (4) A person who is in the library must leave the library and not re-enter it upon having been directed to leave and not reenter by the Chief Executive Officer, an Authorised Officer or a member of the Victoria Police.
- (5) All persons shall have access to all items in the Library for consultation on the premises, with the exception of items determined by the Chief Executive Officer or Authorised Officer to be unavailable for lending or on restricted access.
- (6) The Library shall not exclude borrowing of any items to persons under the age of 18 unless the availability of such items is restricted by legislation.

Page 6 of 11

3.3 CONDUCT

- (1) A person must not behave in the Library in such a manner as may, in the opinion of the Chief Executive Officer or Authorised Officer, cause serious inconvenience to any other person in the Library.
- (2) The Chief Executive Officer or Authorised Officer may request a person to leave a Library if that person commits an offence against this Local Law.
- (3) The Chief Executive Officer; or an Authorised Officer may refuse any person admission to the Library if:
 - that person is in a drunken or intoxicated condition, or is under the influence of any prohibited drug;
 - except in the case of a person with special needs who is in control of a guide, hearing or assistance dog, that person is accompanied by an animal;
 - (c) that person is carrying a firearm or an offensive weapon;
 - (d) that person is not decently attired;
 - (e) that person is under the age of ten (10) years and is not in the apparent care of a responsible person;
 - (f) that person is, in the opinion of a member of the Corporation's staff likely to behave in a disorderly manner while in the Library; offend against decency while in the Library, whether by reason of their appearance or behaviour; endanger any other person or any property in the Library; or destroy, damage, deface or interfere with the Library.
- (4) A person who is in the Library must not, without the authority of the Board, the Chief Executive Officer or an Authorised Officer:
 - (a) consume any intoxicating liquor, or supply or sell any intoxicating liquor to any person or persons, within the Library;
 - (b) erect, fix or place any advertisements or notices within the Library.

Page 7 of 11

- organise, hold or attend any rally, procession, demonstration or other public gathering within the Library;
- (d) sell, expose or offer for sale within the Library any food, drink or other article;
- (e) make a collection of money within the Library;
- (g) enter any area of the Library which is designated or set aside for the exclusive use of Library staff;
- (h) enter or use any room which has been designated or set aside for persons of the opposite sex unless that person is a child under the age of six (6) years who is in the care of a responsible person; or
- leave or distribute any handbills, pamphlets, advertisements, notices within the Library or give a public address.
- (5) A person must not:
 - (a) misplace or hide items with the intention of withholding their use from other patrons;
 - (b) deface, mutilate, mark or damage any item belonging to or in the care of the Library;
 - (c) consume any prohibited drugs, supply or sell any drugs to any person or persons within the Library;
 - (d) smoke in any area of the Library or within 10 metres of the entrance of the Library;
 - (e) behave in a disorderly manner while within the Library;
 - (f) create or take part in a fight or disturbance within the Library;
 - (g) use any offensive, insulting, indecent or abusive language while within the Library;
 - (h) offend against decency while within the Library, whether by reason of dress, conduct or use of information technology and Internet access;

Page 8 of 11

- ride any skateboard, bicycle or other recreational vehicle into or within the Library;
- remain within the Library after having been lawfully directed to leave by the Chief Executive Officer, Authorised Officer, a member or a member of the Victoria Police;
- (k) emit or cause to be emitted such a volume of noise as to interfere with the use and enjoyment of the Library by other persons;
- endanger any other person or persons within the Library;
- (m) destroy, deface, defile or damage, remove or interfere with any notice, equipment, furniture, fixture, fitting, carpet, ceiling, wall or plant within the Library;
- leave within the Library any litter, other than in a bin or receptacle provided for such purpose; or
- (o) engage in any illegal activity.

3.4 PERSONAL ITEMS

- (1) Persons may, with the consent of the Chief Executive Officer or Authorised Officer, bring into the Library reading or writing materials, bags, parcels or other articles. Large bags and trolleys shall be left in designated areas while their owners are using the Library. The Corporation takes no responsibility for loss or damage to any bag or other article so left.
- (2) Any container or receptacle brought into the Library must be opened for inspection on the request of the Chief Executive or Authorised Officer as the user leaves the Library.

3.5 USE OF FACILITES AND EQUIPMENT

- (1) Patrons may use equipment and facilities provided for the use of patrons.
- (2) The Corporation may determine procedures or guidelines for the use of facilities and equipment by patrons.

Page 9 of 11

PART 4 FEES, CHARGES AND INFRINGEMENTS

4.1 FEES AND CHARGES

- (1) The Corporation may set fees or charges as determined from time to time in connection with the use of the Library Service.
- (2) A person must pay any fee or charge set under Clause 6.1.1 which is applicable to her or him.
- (3) At the discretion of the Chief Executive Officer or Authorised Officer, liabilities incurred by a member under this clause shall be discharged before any item is issued.

4.2 ALTERATION TO FEES AND CHARGES

The Corporation may waive, reduce or alter any fee or charge with or without conditions.

4.3 INFRINGEMENT NOTICES

- (1) An Authorised Officer may, as an alternative to prosecution, serve an infringement notice on a person whom the Authorised Officer believes has committed an offence against this Local Law, requiring the person to pay the penalty for that infringement within 28 days of the issue of the infringement notice.
- (2) A fixed penalty of 2 penalty units will apply in respect of each infringement notice.
- (3) In the event of the failure of a person served with an infringement notice to pay the amount specified within 28 days of the issue of the notice or such further time as the Board or the Authorised Officer may permit, the Board or the Authorised Officer may pursue the matter by prosecuting for an offence or by taking any steps which may be available for enforcing penalties under the Infringements Act 2006.
- (4) Any person served with an infringement notice is entitled to disregard the notice and defend a prosecution in Court.

Page 10 of 11

on the (insert date).	
THE COMMON SEAL of the CORANGAMIT REGIONAL LIBRARY CORPORATION was affixed hereto this (insert date) in the pr	,)
	Member
	Chief Executive Officer

This Local Law was made by resolution of the Corangamite Regional Library Corporation

The Regional Library Board resolved to advise Party Councils of its intention to amend this Local Law at its meeting of 19 April 2018

All party Councils will , pursuant to section 197F of the Act, resolve to ratifiy the Local Law.

The Board resolved to give public notice of its intention to amend this Local Law at its meeting held on the (insert date) The notice of intention to make this Local Law was advertised in the Victoria Government Gazette on (insert date), the Colac Herald on the (insert date) and the Warrnambool Standard on the (insert date) The Board resolved to adopt this Local Law at its meeting held on the (insert date).

The notice of the making of this Local Law was duly advertised in the Victoria Government Gazette on the (insert date), the Colac Herald on the (insert date) and the Warrnambool Standard on the (insert date).

Page 11 of 11



CORANGAMITE REGIONAL LIBRARY CORPORATION

MEETING PROCEDURES LOCAL LAW 2018

LOCAL LAW No.2 of 2018

MEETING PROCEDURES LOCAL LAW

TABLE OF CONTENTS

PART	1 – PRELIMINARY Title Objectives of this Local Law Power to make this Local Law Commencement date of this Local Law Date this Local Law ceases operation Definitions	4 4 4 4 4 4
PART	2 – USE OF THE COMMON SEAL Purpose Use of the Common Seal Signature to accompany Common Seal Unauthorised use of the Common Seal Security of the Common Seal	6 6 6 6 6
PART	3 – ELECTION OF THE CHAIR AND DEPUTY CHAIR Purpose Election of Chair Procedure for election of Chair Procedure for election of Deputy Chair	7 7 7 7 7
PART	4 - BOARD MEETINGS Purpose Date, place and time of Meetings Remote Participation at Meetings Agenda Order of Business for Ordinary Meetings Members notices of motion Rejection of a member notice of motion General business Urgent business	8 8 8 9 9 9 9 10 10
PART	5 – MINUTES OF BOARD MEETINGS Purpose Keeping of Minutes Contents of Minutes Confirmation of minutes	11 11 11 11
PART	6 - PROCEDURE AT BOARD MEETINGS	13
	Purpose Quorum	13 13
	Failure to raise or maintain Quorum	13
	Chair's duty Motions	13 13
	Procedure for moving motions and amendments	14
	Debate Time limits	14 15
	Addressing a meeting	15
	Voting	15
	Divisions Points of order	15 16
	Formal motions	16
	Revocation or alteration of previous resolutions	16
	Adjournment	16

CRLC Meeting Procedure Local Law 2018 Suspension of standing orders Disagreement with chairperson's ruling Suspensions from meetings Removal from meeting room Matters not provided for Production of documents Petitions Public Participation PART 7 - SPECIAL COMMITTEES Purpose Application to committees PART 8 – OFFENCES Offences



CORANGAMITE REGIONAL LIBRARY CORPORATION

MEETING PROCEDURE LOCAL LAW 2018

PART 1

PRELIMINARY

L1.1 TITLE

This is the "Meeting Procedure Local Law 2018" (Local Law No. 2 of 2018).

L1.2 OBJECTIVES OF THIS LOCAL LAW

The principal objectives of this Local Law are to:-

- a) regulate and control the use of the Common Seal of the Corporation;
- b) regulate and control the election of Chair and Deputy Chair; and
- c) regulate and control the procedures of meetings of the Corporation.

L1.3 POWER TO MAKE THIS LOCAL LAW

This Local Law is made under the provisions of Part 5 of the Local Government Act 1989.

L1.4 COMMENCEMENT DATE OF THIS LOCAL LAW

This Local Law shall come into operation on the day following publication of its making in the Victoria Government Gazette.

L1.5 DATE THIS LOCAL LAW CEASES OPERATION

Unless this Local Law is revoked sooner, its operation will cease ten (10) years after the day it comes in to operation.

L1.6 DEFINITIONS

In this Local Law, unless inconsistent with the context, the following words have the meanings as stated:

Words	Meaning
Act:	Means the Local Government Act 1989.
Agreement:	Means the Agreement to form the Corangamite Regional Library Corporation or any supplementary agreement.
Agenda:	Means the notice of a meeting setting out the business to be transacted at the meeting.
Authorised Officer:	Means an officer authorised by the Chief Executive Officer or the Chair to carry out specified tasks or duties including the removal of any person from a Meeting as ordered by the Chair or resolved by the Board.

CRLC Meeting Procedure Local Law 2018

Board: Means the governing body of the Corangamite Regional

Library Corporation established under the Agreement.

Chair: Means the Chair of the Corporation and includes

the Deputy Chair.

Chief Executive

Officer:

Means the Chief Executive Officer of the Corporation or an Officer of the Corporation temporarily holding or acting in the

position of Chief Executive Officer.

Clause: Means a clause of this Local Law.

Committee: Means a Committee appointed by the Board.

Common Seal: Means the common seal of the Corporation.

Corporation: Means the Corangamite Regional Library Corporation.

Councillor: Means a Councillor of a Council being a party to the

Agreement

Deliver: Includes transmission by Facsimile or Electronic Mail.

Deputy Member: Means a person appointed by a Party Council to act as deputy in place of one of its appointed Members, in

accordance with the Agreement.

Formal Motion: Means a motion related to a formal procedure and

Includes the following:-

a) that the motion be put;

b) that the question lay on the table;

c) that the meeting proceed to the next business;

d) that the question be not now put; and

e) that the motion and amendment now before the

meeting be adjourned.

Member: Means a person appointed by a Part Council as a Member of

the Board in accordance with the Agreement.

Meeting: Means an Ordinary Meeting or a Special Meeting of the

Corporation.

Offence: Means an offence against this Local Law.

Officer: Means a staff member or employee of the Corporation.

Ordinary Meeting: Means an Ordinary Meeting of the Corporation.

Part: Means a Part of this Local Law.

Party Council: Means a Council which is a signatory to the Agreement.

Penalty Units: Means penalty units as prescribed in Section 5 of the

Sentencing Act 1991 (as amended).

Special Meeting: Means a Special Meeting of the Corporation.

USE OF THE COMMON SEAL

L2.1 PURPOSE

The purpose of this Part is to regulate the use of the Common Seal and to prohibit unauthorised use of the Common Seal or any device resembling the Common Seal.

L2.2 USE OF THE COMMON SEAL

- 1) The Common Seal of the Corporation must only be used by resolution of the Corporation, as required by Section 196 (5) (c) of the Act.
- The Chief Executive Officer must ensure that there is kept a Common Seal register which records for each time the Common Seal is affixed to a document:
 - a) a description of the document;
 - b) the date on which the Common seal was affixed;
 - c) the names of the persons who signed as witnesses;
 - d) the date of the authorising Corporation resolution.

L2.3 SIGNATURE TO ACCOMPANY COMMON SEAL

Every document to which the Common Seal is affixed must be signed by the Chief Executive Officer.

L2.4 UNAUTHORISED USE OF THE COMMON SEAL

It is an offence for a person to use the Common Seal or any device or representation resembling the Common Seal without authority given by resolution of the Corporation.

Penalty: Twenty (20) penalty units.

L2.5 SECURITY OF THE COMMON SEAL

The Chief Executive Officer must keep the Common Seal in safe custody.



ELECTION OF THE CHAIR AND DEPUTY CHAIR

L3.1 PURPOSE

The purpose of this Part is to regulate the proceedings for the election of Chair and Deputy Chair.

L3.2 ELECTION OF CHAIR

- 1) Members must elect a Member as the Chair.
- The Chair is to be elected at the first meeting held after the last Saturday in November in each year or as soon as possible if a vacancy occurs in the office of Chair.
- To deal with the receipt of nominations for the election of the Chair any Member may be elected as temporary chair.
- 4) The Chief Executive Officer shall be responsible for the counting of votes.

L3.3 PROCEDURE FOR ELECTION OF CHAIR

- The election of the Chair shall be by a show of hands or if the Board so resolves, by secret ballot.
- The Member who receives the majority of votes cast must be declared elected.
- 3) For the purpose of sub-clause (2), the following will apply:
 - a) nominations must be moved and seconded;
 - b) where only one nomination is received, that Member must be declared elected; or
 - where two nominations are received, the Member with the majority of votes cast must be declared elected; or
 - d) where there are more than two nominations received, the candidate with the fewest number of votes cast must be eliminated (and if more than one of them, the candidate determined by lot) and the names of the remaining candidates must be put to the vote again. This procedure must continue until there are only two candidates remaining and when only two candidates remain, then paragraph (c) applies;
 - e) if at any time during the process of electing the Chair there is an equal number of votes cast then the election must be determined by lot.

L3.4 PROCEDURE FOR ELECTION OF DEPUTY CHAIR

Where the Corporation resolves to elect a Deputy Chair:

- a) the election must take place after the election of the Chair and the Chair is to preside at the election;
- the provisions of clause L3.3 will apply to the election of the Deputy Chair, as
 if a reference to Chair were a reference to Deputy Chair; and
- c) the Chief Executive Officer shall be responsible for the counting of votes.

BOARD MEETINGS

L4.1 PURPOSE

The purpose of this Part is to regulate date, time and place of meetings of the Corporation and the preparation, distribution and content of agendas

L4.2 DATE, PLACE AND TIME OF MEETINGS

- The dates, times and places of Ordinary Meetings are within the discretion of the Board.
- The Chair or at least three (3) Members may by written notice to the Chief Executive Officer call a Special Meeting of the Corporation:
 - a) the notice must specify the date, time and place of the Special meeting and the business to be transacted;
 - the Chief Executive Officer must call the Special Meeting as specified in the notice; and
 - unless all Members are present and unanimously agree to deal with other matters only the business specified in the notice is to be transacted.

L4.3 REMOTE PARTICIPATION IN BOARD MEETINGS

- 1) A Member may participate in a Board meeting by:
 - a. telephone;
 - b. video link:
 - c. Skype; or
 - d. such other electronic means of communication as the Board determines from time to time.
- 2) When there is a Member or Members participating in a Board meeting by one of the electronic means of communication described in sub-clause L4.3 1):
 - a, not less than three Members must be present at the Board Meeting in person; and
 - b. section 79 of the Act will continue to apply to the Member or Members so participating by electronic means of communication, and will be observed by the Member or Members if, after disclosing a conflict of interest in accordance with section 79(2) of the Act, they:
 - i. cease being able to hear and see those Members present at the Board meeting in person; and
 - ii. remain unable to hear and see those Members present at the Board meeting in person while the item in respect of which they have disclosed a conflict of interest is deliberated and then voted upon, and do not resume participation in the Board meeting until contacted by the Chairperson and advised that their participation in the Board meeting may
- 3) A Member of the Board who attends a meeting by means of electronic communication described in sub-clause 2.7.1 must not leave the meeting by terminating those means of electronic communication unless the Member of the Board has previously notified the Chair of his or her intention to do so.

L4.4 AGENDA

- 1) The Chief Executive Officer must, in respect of:
 - a) an Ordinary Meeting, determine which matters are to be included in the agenda for the Meeting; and
 - a Special Meeting, ensure that the matters included in the call of the Meeting are included in the agenda for the Meeting.
- The Chief Executive Officer must deliver to each Member a copy of the Agenda for an Ordinary Meeting and any Special Meeting, not less than two working days before the meeting is to be held.

L4.5 ORDER OF BUSINESS FOR ORDINARY MEETINGS

- The order of business for Ordinary Meetings will be determined by the Chief Executive Officer to facilitate and maintain open, efficient and effective processes.
- Notwithstanding sub-clause (1), the order of business for Ordinary Meetings shall make provision for:
 - Confirmation of minutes of previous Meetings;
 - b) Management Reports;
 - c) Notices of Motion;
 - d) General Business; and
 - e) Urgent Business.
- 3) No business may be conducted at an Ordinary Meeting unless it is business of which notice has been given either by inclusion in the agenda or any report accompanying the agenda or in a notice of motion.
- Sub-clause (2) above does not prevent Urgent Business being considered in accordance with clause L4.14.

L4.6 MEMBERS NOTICES OF MOTION

- Members must give notices of motion in writing to the Chief Executive Officer in sufficient time to allow the Chief Executive Officer to deliver the notices to all Members in the manner and time required for delivery of the Agenda.
- The Chief Executive Officer must date and number all notices of motion in the order received.
- 3) Should a Member who has given notice of motion:
 - a) be absent from the meeting; or
 - b) fail to move the motion when called upon by the Chair -

then any other Member may move the motion forthwith or move to defer its consideration.

L4.7 REJECTION OF A MEMBER NOTICE OF MOTION

Where the Chief Executive Officer considers that any Member Notice of Motion is:

a) too vague;

- b) defamatory;
- c) objectionable in language or nature; or
- d) is outside the powers of the Corporation,

the Chief Executive Officer must reject acceptance of the Member Notice of Motion.

L4.8 GENERAL BUSINESS

Members may raise items of General Business without notice to other members relating to an issue, providing that a resolution to act on the issue is not accepted, other that to receive the information, or to seek further information or a report.

L4.9 URGENTBUSINESS

The Board may consent to the introduction and consideration of a matter as urgent business on the motion carried by a two-thirds majority of the whole of the Members.



MINUTES OF BOARD MEETINGS

L5.1 PURPOSE

The purpose of this Part is to regulate the keeping and confirmation of minutes of all meetings of the Corporation.

L5.2 KEEPING OFMINUTES

The Chief Executive Officer is responsible for arranging for the recording of the minutes of each Meeting.

L5.3 CONTENTS OFMINUTES

- In keeping the minutes of any Meeting the Chief Executive Officer must arrange the recording of the minutes to show:
 - a) the place, date and time of each Meeting,
 - b) the names of all Members and whether they are present, an apology, on leave of absence, etc;
 - c) the names and titles of all officers of the Corporation in attendance;
 - arrivals and departure times, including temporary departures, of Members and officers during the course of the meeting;
 - all declarations of direct and indirect pecuniary interests by Members in matters on the Agenda of the meeting;
 - every motion and amendment moved, including the names of the mover and seconder;
 - g) the outcome of every motion put to the vote, the result of either carried or lost, withdrawn by consent of the Board or lapsed for want of a seconder;
 - h) the vote cast by each Member on each division called;
 - i) details of failure to raise or maintain a quorum;
 - j) the time and reason for any suspension of standing orders;
 - k) the time and reason for any adjournment of the Meeting; and
 - any other matter which the Chief Executive Officer thinks should be recorded to clarify the intention of the Meeting or the reading of the minutes.
- 2) In addition the minutes shall be:
 - a) consecutively page numbered; and
 - b) indexed.

L5.4 CONFIRMATION OF MINUTES

The Board at each Ordinary Meeting, must:

 pass a motion to confirm the minutes of the previous Ordinary Meeting and all other meetings held since the previous Ordinary Meeting, if a copy has been posted or delivered to each Member not less than two working days before the meeting; or

- require the minutes to be read prior to the passing of a motion to confirm them, if a copy has not been posted or delivered to each Member not less than two working days before the meeting.
- The Board must not discuss the contents of the minutes except as to their accuracy as a record of proceedings.
- d) The Chair must sign the minutes when they have been confirmed.



PROCEDURE AT BOARD MEETINGS

L6.1 PURPOSE

The purpose of this Part is to regulate proceedings at all meetings of the Corporation and of Special Committees.

L6.2 QUORUM

- A Quorum is formed when at least one Member from three of the Party Councils is present at a Board meeting.
- 2) A Deputy Member may attend if an appointed Member is unavailable.

L6.3 FAILURE TO RAISE OR MAINTAIN A QUORUM

- A majority of the Members present, or the Chief Executive Officer if no Members are present, must adjourn an Ordinary or Special Meeting for the following reasons:
 - a) If there is an insufficient number of Members present to form a quorum within thirty (30) minutes of the time for which the meeting was called; or
 - b) If, during an Ordinary or Special Meeting, a number of Members leave the meeting room and a quorum cannot be maintained for the remainder of the meeting.
- The provisions of clause L4.2.2 shall apply to Meetings adjourned as a consequence of the failure to raise or maintain a quorum.

L6.4 CHAIR'S DUTY

- 1) The Chair must not accept any motion or amendment which is:
 - a) defamatory;
 - b) objectionable in language or nature;
 - c) outside the powers of the Corporation; or
 - d) not relevant to any item of business on the agenda.
- 2) The Chair may decide to put any motion to the vote in parts.
- The Chair will decide all points of order by stating the provision, rule, practice or precedent which the Chair considers applicable to the point raised.

L6.5 MOTIONS

- 1) Motions and amendments must be:
 - a) within the powers and functions of the Board,
 - b) related to an item of business on the agenda or before the Meeting; and
 - c) clear and unambiguous and not defamatory or objectionable in content or
- The Chair must refuse to accept a motion or amendment which conflicts with Clause L6.4 (1)

3) The Chair may require motions to be put in writing.

L6.6 PROCEDURE FOR MOVING MOTIONS AND AMENDMENTS

- 1) The mover must state the subject and nature of the motion or amendment.
- 2) The Chair must call for a seconder.
- If there is no seconder to a motion or amendment, the Chair must declare the motion or amendment to have lapsed.
- The Chair must call upon the mover of a motion to speak to the motion after it has been seconded.
- 5) The Chair must call upon the seconder of a motion to speak to the motion after the mover has spoken.
- 6) The Chair must call upon any other Member who may wish to speak against the motion, to speak after the mover and seconder of the motion have spoken to the motion.
- 7) The Chair may put the motion to the vote or may call upon any other Member to speak if no Member has indicated an intention to speak against the motion.
- Any Member except the mover or seconder of the motion may move or second and amendment to the motion.
- 9) Any Member may speak once on a motion and once on each amendment
- 10) The mover of a motion has the right to speak in reply prior to the motion being put to the vote.
- 11) The mover of an amendment has no right to speak in reply.
- 12) The Chair or the Board by resolution may permit a Member to make a personal explanation or to claim that he or she has been misrepresented or misunderstood.
- 13) Any Member may call for a point of order during a debate whether or not he or she has spoken to the motion. A Member who calls a point of order retains the right to speak to the motion.
- 14) The consent of the Board must be obtained to withdraw a motion or amendment.
- 15) The Board must not consider a second or subsequent amendment until it has dealt with any previous amendment.
- 16) A Member must not move a motion to initiate a subject for discussion except by giving notice of motion or unless the Board consents to the introduction and consideration of the subject matter as urgent business.

L6.7 DEBATE

- A Member must address the Chair to move a motion, amendment or take part in debate.
- 2) The Member acknowledged by the Chair is to speak and must not be interrupted unless:
 - a) he or she is called to order; or
 - b) his or her speaking time has expired; or
 - a point of order is raised; or

- d) a formal motion is moved.
- Members must designate each other by their official titles during debate and throughout the meeting.

L6.8 TIME LIMITS

A Member may speak for no longer than the time specified below, unless the Board grants an extension:

The mover of a motion 5 minutes
Any other speaker 3 minutes
The mover of a motion exercising the right of reply 2 minutes

L6.9 ADDRESSING AMEETING

- Any Member or person who addresses a Meeting must direct all remarks through the Chair.
- Any Member or person addressing the Chair should refer to the Chair as Mr Chair or Madam Chair, as the case may be.

L6.10 VOTING

- Members must vote by show of hands when the Chair puts a motion to the vote.
 The Chair must declare the result of the vote.
- All Members present in the meeting room when a vote is taken must vote once only.
- Subject to the Act, the Chair must use a casting (second) vote if there is an equality of votes recorded on any motion.
- 4) The Chief Executive Officer must record in the Minutes of the meeting the name of any Member who requests that his or her vote be recorded against the motion or amendment.
- Upon the resolution of the Board, the vote for the election of a member or other person to any position, may be conducted by secret ballot.

L6.11 DIVISIONS

- A Member may call for a division on any motion after the Chair has declared the result.
- The Chair must first call upon Members to vote in favour of the motion and then upon Members to vote against the motion when a Member has requested a division.
- Members must vote by show of hand and the Chair must declare the result of the division.
- 4) The Chief Executive Officer must record in the minutes of the meeting the names of the Members who voted favour of the motion and the names of the Members who voted against the motion, and the result of the division.
- 5) This Clause shall not apply in the case of an election by secret ballot.

L6.12 POINTS OF ORDER

- 1) A point of order may be raised on the grounds that the matter is:
 - a) contrary to this Local Law;
 - b) defamatory;
 - c) irrelevant
 - d) outside the Board's power; or
 - e) improper.
- Expressing a mere difference of opinion or contradicting a speaker will not be treated as a point of order.

L6.13 FORMAL MOTIONS

- Unless otherwise prohibited a formal motion may be moved at any time and upon being seconded, must be dealt with immediately by the Chair.
- The mover of a formal motion must not have moved, or seconded the question before the Chair or any amendment of it.
- 3) A formal motion cannot be moved by the Chair.
- Unless otherwise provided, debate on a formal motion is not permitted and the mover does not have a right of reply.
- Other than in relation to the time, date and place of a proposed adjournment a formal motion cannot be amended.

L6.14 REVOCATION OR ALTERATION OF PREVIOUS RESOLUTIONS

- Any Member who wishes to revoke or alter a resolution made previously by the Board must give notice of motion in writing to the Chief Executive Officer in sufficient time to allow him or her to arrange to post or deliver the notice to the Members not less that two working days prior to the meeting for which the notice was given.
- 2) The Chief Executive Officer must not accept a second or subsequent notice of motion to revoke or alter a resolution made previously by the Board for a period of six (6) month after the date of the meeting at which the Board dealt with the previous notice of motion to revoke or alter the resolution.

L6.15 ADJOURNMENT

- A majority of the Members present may, by resolution, adjourn an Ordinary or Special Meeting if a Member or other person impedes the conduct of the meeting.
- 2) The Board, a majority of Members or the Chief Executive Officer if no Members are present, may adjourn an Ordinary or Special Meeting to a later time on the day for which the meeting was called or for a period not exceeding seven (7) days.
- 3) The Chief Executive Officer must deliver written notice of an adjourned meeting to all Members, except when the meeting is adjourned to a later time on the same day, in which case any form of notice may be given to all Members.
- 4) When a motion to adjourn an Ordinary or Special Meeting is before the Board, the Chair must not allow discussion on the motion to adjourn. If the Board fails

to pass the motion to adjourn, the Chair must resume the meeting at the item of business underconsideration.

L6.16 SUSPENSION OF STANDING ORDERS

- The provisions of this Local Law may be suspended for a particular purpose by motion of the Board.
- 2) No motions can be put during any period when standing orders are suspended.

L6.17 DISAGREEMENT WITH CHAIRPERSON'S RULING

- 1) A Member may move that the Chairperson's ruling be disagreed with.
- 2) A motion under this clause:
 - a) shall specify the ruling to be substituted for the Chairperson's ruling;
 - b) shall be considered in priority to any other business;
 - c) if carried, shall be acted upon instead of the ruling given by the Chairperson.

L6.18 SUSPENSIONS FROM MEETINGS

The Board may, by resolution, suspend from a meeting and for the balance of the meeting any Member whose actions have disrupted the business of the Board and impeded its orderly conduct.

L6.19 REMOVAL FROM MEETING ROOM

The Chair, an Authorised Officer, or the Board in the case of a suspension may have any person removed from the meeting room for reasons of disorderly conduct.

L6.20 MATTERS NOT PROVIDED FOR

In all cases not otherwise provided for under this Local Law;

- resort shall be had to the rules, forms and usages of Parliament which shall be followed so far as is practicable; or
- b) the Board may determine the matter by resolution.

L.6.21 PRODUCTION OF DOCUMENTS

A Member may, at or prior to a Meeting, require the production of any documents kept at the Corporation offices which are directly relevant to the business being considered or to be considered at a Meeting.

L.6.22 PETITIONS

- A petition or joint letter presented to the Corporation must lay on the table until the next Ordinary Meeting of the Board.
- No motion, other than to receive the petition or joint letter may be accepted by the Chairperson, unless the Board agrees to deal with it earlier.
- 3) Any Board member presenting a petition or joint letter will be responsible for ensuring that:
 - a) He or she is familiar with the contents and purpose of the petition or joint

letter; and

b) The petition or joint letter is not derogatory or defamatory.

L.6.23 PUBLIC PARTICIPATION

- At every Ordinary Meeting of the Board, time may be allocated to enable any member of the community to address the Board.
- Sub-clause (a) does not apply during any period when the Board has resolved to close the meeting in respect of a matter under Section 89(2) of the Act.
- 3) The Board may allocate reasonable time to each person who wishes to address the Board having regard to:
 - a) The nature of the matter to be discussed;
 - b) Priorities in relation to other Board business;
 - Other members of the community present who also wish to address the Board; and
 - Whether such an opportunity has already been provided to the person.
- 4) Members of the public have the opportunity to ask questions of Board at a Public Question Time which will be conducted in accordance with any procedure adopted by Board from time to time.
- 5) Any member of the public or community addressing the Board must extend due courtesy and respect to the Board and the processes under which it operates and must take direction from the Chairperson whenever called upon to do so.



SPECIAL COMMITTEES

L7.1 PURPOSE

The purpose of this Part is to regulate meetings of Special Committees.

L7.2 APPLICATION TO COMMITTEES

- The Board may determine the role, membership quorum and voting rights applicable to Committees.
- 2) With the exception of the rules limiting the number of times speaking to a motion, the rules relating to revocation or alteration of previous decisions and the application of time limits, Part 6 above may be used as a guide to the conduct of meetings of Committees.



OFFENCES

L8.1 OFFENCES

It is an offence for:

 a) a Member to refuse to withdraw an expression, considered by the Chair to be offensive, and to refuse to apologise after having been requested by the Chair to do so.

Penalty: Two (2) penalty units.

b) any person not being a Member, who is behaving in a disorderly or improper manner, to refuse to leave the meeting room when requested to do so.

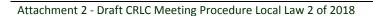
Penalty: Five (5) penalty units.

 any person to fail to obey a direction of the Chair in relation to the conduct of the meeting and the maintenance of order.

Penalty: Two (2) penalty units.

d) a Member to refuse to leave the chamber upon suspension.

Penalty: Five (5) penalty units.



This Local Law was made by resolution of the Corangamite Regional Library Corporation on the (Insert Date).

THE COMMON SEAL of the CORANG REGIONAL LIBRARY CORPORATION)
was affixed hereto this (insert Date) in t	he presence of:
	Member
	Chief Executive Officer

The Corangamite Regional Library Corporation Board resolved to advise Party Councils of its intention to develop this Local Law at its meeting of 19 April 2018.

All party Councils have, pursuant to section 197F of the Act, resolved to ratifiy the Local Law:

The Board resolved to give public notice of its intention to make this Local Law at its meeting held on the (insert Date).

The notice of intention to make this Local Law was advertised in the Victoria Government Gazette on the (insert Date), the Colac Herald on the (insert Date) and the Warrnambool Standard on the (insert Date).

The Board resolved to adopt this Local Law at its meeting held on the (insert Date).

The notice of the making of this Local Law was duly advertised in the Victoria Government Gazette on the (insert Date) the Colac Herald on the (insert Date) and the Warrnambool Standard on the (insert Date).



SPECIAL COUNCIL MEETING

CORANGAMITE REGIONAL LIBRARY CORPORATION SERVICE LEVEL AGREEMENT

SC181107-6

LOCATION / ADDRESS Whole municipality GENERAL MANAGER Tony McGann

OFFICER Ian Seuren DIVISION Infrastructure & Leisure Services

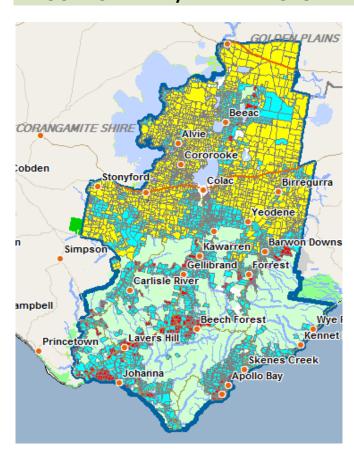
TRIM FILE F18/158 CONFIDENTIAL No

ATTACHMENTS 1. Colac Otway-CRLC Service Level Agreement 2018-19

PURPOSETo consider a one-year extension of the Corangamite Regional

Library Corporation Service Level Agreement.

1. LOCATION PLAN / AERIAL PHOTO



2. EXECUTIVE SUMMARY

The Corangamite Regional Library Corporation (CRLC) Regional Library Agreement is the overarching agreement between the four member Councils that sets out the parameters within which CRLC may operate. The Regional Library Agreement is supported by a Service Level Agreement (SLA) which details the various responsibilities and obligations of the CRLC administration and the member Councils, setting the service expectations for Council's library services.

The current SLA expires on 30 June 2018. At its April 2018 meeting, the CRLC Board considered the existing SLA's with member Councils and recommended a one-year extension for each municipality. Member Councils are now required to consider the proposal to extend their respective SLA.

3. RECOMMENDATION

That Council extends the existing Service Level Agreement with the Corangamite Regional Library Corporation for a period of one year from 1 July 2018 to 30 June 2019.

4. BACKGROUND / KEY INFORMATION

BACKGROUND

Colac Otway, Moyne and Corangamite Shires along with Warrnambool City Council established the Corangamite Regional Library Corporation (CRLC) in 1996. CRLC is an independent corporate entity and is established for the purposes of section 196 of the *Local Government Act 1989* by the name of Corangamite Regional Library Corporation to:

- a) provide, subject to any conditions attached to any State government library subsidies and grants to the Regional Library or the Councils, a quality, customer-focused regional library service for the Councils' municipal districts;
- b) make Local Laws relating to the Regional Library;
- c) perform any other functions which are conferred on the Regional Library under this Agreement or the
 Act, including defining overall policy objectives and a financial strategy, approving a Library Plan and
 Strategic Resource Plan, preparing an Annual Budget and preparing an annual report; and
- d) do all things necessary or expedient in accordance with this Agreement and the Act for the carrying out of its functions.

The Board comprises the following members:

- One Councillor appointed by each member Council;
- One senior officer appointed by each member Council.

Council has appointed Cr Stephen Hart and the Manager Arts and Leisure to the CRLC Board.

The CRLC is governed by the Regional Library Agreement which is the overarching agreement between the four member Councils that sets out the parameters within which CRLC may operate, establishes an obligation to comply with the relevant sections of the *Local Government Act 1989* and corporation law. The Regional Library Agreement is a perpetual agreement with no end date; however it does contain provisions for withdrawal of parties and the wind up of the corporation.

KEY INFORMATION

The Regional Library Agreement stipulates that each Council will enter into a Service Level Agreement (SLA) with the CRLC. The SLA details various responsibilities and obligations of the CRLC administration and the member Councils. It specifies the base level services and standards to apply across the region, as well as the Council specific arrangements for added and/or modified services. The SLA operates in conjunction with and supports the underlying principles and objectives of the Regional Library Agreement.

The SLA contains the following parts:

- A. General Conditions
- B. Funding Arrangements
- C. Core Public Library Services
- D. Base Level Services and Standards
- E. Service Point Obligations
- F. Specific Municipal Services

The current two-year SLA expired on 30 June 2018. The CRLC Board considered the renewal of SLA's at its April 2018 meeting and recommended that the existing SLA's be extended for one year based on the following reasons:

- 1. The new Local Government Act proposed to be introduced into Parliament in 2018 will materially affect the current legislative framework surrounding formation, operation, governance and reporting requirements of Regional Library Corporations. It is expected that these will no longer be specifically referred to in the new Act. This may affect the way in which Councils wish to consider how library services can be co-operatively delivered between municipalities in the future. It is expected thought that existing Regional Library Corporations will still be able to continue in their current formation under the proposed new Local Government Act.
- 2. There is an internal review of library branches being undertaken across the region which will examine program delivery and operating requirements. The outcome of any recommendations, which are expected to be received by the CRLC Board for consideration in late 2018, may affect and adjust the detail of the SLA's.

The proposed one-year extension to the CRCL SLA simply extends the existing agreement, with its current service expectations, for another year to 30 June 2019, as recommended by the CRLC Board.

FURTHER SUPPORTING INFORMATION

5. COMMUNITY CONSULTATION & ENGAGEMENT

Library services are strongly supported and appreciated by our community, which is evidenced by annual user satisfaction surveys undertaken by the CRLC.

Council will continue to partner with the CRLC to promote and market library services available to the community.

6. ANALYSIS

ALIGNMENT TO COUNCIL PLAN OR COUNCIL POLICY

The provision of library services is a specific action in the 2017-2021 Council Plan:

Theme 3 – Our Community

Goal 3: Opportunities for the community to participate in lifelong learning.

 Action 5 – Provide opportunities for lifelong learning and community connections through library programs.

ENVIRONMENTAL IMPLICATIONS

There are no environmental considerations associated with this report.

SOCIAL & CULTURAL IMPLICATIONS

Public libraries deliver significant social, educational and economic benefits including:

- Delivering electronic resources to members, who are unable to regularly visit a library building.
- Being one of the few places where the whole community can visit, feel welcome and access services for no additional charge. Libraries are the 'loungeroom of the community'.
- Building community cohesion and wellbeing and making an active contribution to lifelong learning.
- Playing an important social equity role; ensuring free access to information, internet and expertise.
- Supporting early literacy though regular programs activities and resource provision.

A survey carried out for Libraries Building Communities study (2005) indicated that people that use libraries are those that would have difficulty paying for the service provided. The survey showed that only 10% of Victorian public library customers were in full-time employment. Some 41% of customers were not in the labour force (mainly retired people, parents at home with young children and students), 36% were working part-time and 13% were unemployed.

ECONOMIC IMPLICATIONS

Not applicable to this report.

LEGAL & RISK IMPLICATIONS

The development of the SLA is a requirement of the Regional Library Agreement, in accordance with the *Local Government Act 1989*.

There are no significant risks associated with entering into a new Library Services Agreement for the provision of library services. The agreement does commit Council, along with the other CRLC partners, to the delivery of library services for a one year period.

Should member Councils decide to change their service provision, there are clauses available to review the agreement.

RESOURCE IMPLICATIONS (FINANCIAL ETC)

Part B of the Library SLA details the funding arrangements to operate the CRLC. To maintain the provision of library services, CRLC requires funding support from the member councils and other parties. This part expands on the Regional Library Agreement and establishes the responsibilities of the member councils with respect to funding current and future library operations. Council has allocated sufficient funds in its 2018/19 Budget to deliver library services in accordance with the SLA.

7. IMPLEMENTATION STRATEGY

DETAILS

Should Council support the extension of the SLA for one year, library services will continue to be delivered in line with current operations.

COMMUNICATION

Following consideration by Council of the CRLC Board's request to extend the SLA by one year, the Board will be notified of the outcome in writing.

TIMELINE

Immediately after the July 2018 Special Council meeting.

8. OFFICER DIRECT OR INDIRECT INTEREST

No officer declared an interest under the Local Government Act 1989 in the preparation of this report.



Library Service Level Agreement

1 July 2018 to 30 June 2019

Colac Otway Shire Council

and

Corangamite Regional Library Corporation

The Agreement:

This Service Level Agreement is made on the between the Colac Otway Shire Council and the Corangamite Regional Library Corporation (CRLC).

1. Introduction:

This Service and Funding Agreement details various responsibilities and obligations of the Corangamite Regional Library Corporation (CRLC) and the member councils of the Corporation (Colac Otway Shire Council, Corangamite Shire Council, Moyne Shire Council and Warrnambool City Council).

The Agreement is an extension to the Regional Library Agreement and constitutes a legally binding contract between the parties to the Agreement.

2. Recitals:

The member councils established CRLC in 1996 and are signatories to the Regional Library Agreement. The current Regional Library Agreement is a perpetual agreement with no end date; rather it contains provisions for withdrawal of parties and the wind up of the Corporation.

CRLC is an independent corporate entity and the Regional Library Agreement sets out the parameters within which CRLC may operate, establishes an obligation to comply with the relevant sections of the *Local Government Act 1989* and corporation law. It also prescribes a number of key reporting and operating requirements:

Clause 6 - Equity and Operating Costs;

Clause 7 - Strategic Planning;

Clause 7A - Service Level Agreement;

Clause 8 - Annual Budget;

Clause 9 - Annual Financial Contributions; and

Clause 11 - Annual Reporting and Accounts.

The member councils contribute funds to CRLC to provide public library services across their municipalities.

CRLC provides services from buildings provided by the member councils.

CRLC's objectives are to:

- · Enable people to be informed.
- · Enrich people's lives through reading.
- · Engage people in their community and
- Provide sustainable and responsible governance.

3. Scope of Service and Funding Agreement:

This Service Level Agreement specifies the base (i.e. minimum or default) level services and standards to apply across the region, as well as council specific arrangements for added and/or modified services.

This Agreement operates in conjunction with and supports the underlying principles and objectives of the Regional Library Agreement and applies until 30 June 2019.

This Agreement contains the following Parts:

Part A Part B Part C Part D Part E Part F	details the General Conditions of this agreement. details the Funding Arrangements . details CRLC's obligations with respect to Core Services . specifies the Base Level Services and Standards which will apply to all member councils. specifies the Service Point Obligations for the member councils and CRLC for design and appropriate operational standards for all service access points. specifies the Added / Modified Services which apply to the individual member councils.			
Signed for and	on behalf of the Colac Otway Shire Council			
Signature				
Position:				
Date:				
Witnessed by				
Signed for and on behalf of the Corangamite Regional Library Corporation				
Signature				
Position:				
Date:				
Witnessed by				

Table of Contents

PART A: GENERAL CONDITIONS 1. Governance 2. Policies and Standards 3. Advocacy 4. Accountability and Reporting 5. Insurance 6. Dispute Resolution 7. Notification of Change 8. Agreement Review 9. Termination of the Agreement 10. Performance Non-Compliance	5 5 5 6 6 6 6 7 7
PART B: FUNDING ARRANGEMENTS 1. Source of Funds 2. Application of Funds 3. Specific Funding Requirements 4. Funds Management Responsibility 5. Funding Formula	8 8 9 9
PART C: CORE PUBLIC LIBRARY SERVICES 1. Core Services 2 Value Added Services	10 10
PART D: BASE LEVEL SERVICES AND STANDARDS 1. Accessibility 2. Circulation 3. Collection Management 4. Catalogues and Collection Aids 5. Reference and Information Services 6. Information Technology and Technology Support 7. Library Programs 8. Performance Indicators	11 11 12 12 12 13 13
PART E: SERVICE POINT OBLIGATIONS 1. Branch Libraries 2. Outreach Services	14 14
PART F: SPECIFIC MUNICIPAL SERVICES	15

APPENDIX A – BUILDING MAINTENANCE RESPONSIBILITIES SCHEDULE APPENDIX B – SPECIFIC MUNICIPAL SERVICES

PART A: GENERAL CONDITIONS

This part sets out the General Conditions that apply to all member councils and CRLC in relation to the provision of public library services.

1. Governance:

- 1.1 The Regional Library Agreement specifies that CRLC will be governed by a Board consisting of the following members:
 - (a) One Councillor appointed by each Council; and
 - (b) One Senior Officer appointed by each Council.
- 1.2 Persons accepting a position on the Library Board will:
 - (a) Attend a Member Induction Program to acquire the understanding of library operations necessary to effectively fulfill the duties of a Board member;
 - (b) Become an active and visible supporter of the library service;
 - (c) Consider matters before the Library Board from a regional perspective, as well as from the perspective of the member council represented;
 - Make full and accurate reports of Library Board and CRLC matters to the member council represented; and
 - (e) Act as an advocate for CRLC to influence the allocation of resources and service delivery in all dealings with external parties, including the member council represented.
- 1.3 The Library Board is responsible for the appointment of a Chief Executive Officer.
- 1.4 The Chief Executive Officer appointed by the Library Board will:
 - (a) Ensure compliance with financial and statutory requirements;
 - (b) Administer the delivery of library services across the region;
 - (c) Advise, assist and support the Library Board in the execution of its duties, with particular emphasis on policy development and strategic planning; and
 - (d) Perform other duties and responsibilities imposed under the Local Government Act 1989, Local Government Regulations and the Regional Library Agreement.

2. Policies and Standards:

CRLC will provide and manage library services that conform to relevant national, state and local government policies and standards, as well as those policies and standards set by the Library Board.

If, for any reason, this is not achievable, CRLC will report those areas of non-conformance to the Library Board and recommend appropriate strategies to achieve conformance. Where the non-conformance creates or may create a public or occupational health and safety risk, CRLC will take immediate action to eliminate the risk, including the temporary or permanent closure of library services if appropriate.

3. Advocacy:

CRLC will act as advocate for existing and prospective library users and will make representations to councils, government bodies and other organisations and individuals to influence the allocation of resources assigned to CRLC and the public library sector generally.

4. Accountability and Reporting:

CRLC will comply with all direct and indirect accountability and reporting requirements imposed legislatively or through agreements entered into by, or on behalf of, CRLC. These agreements and legislation include, but are not limited to:

- Local Government Act 1989.
- · Local Government (General) Regulations 2015
- Regional Library Agreement.
- Funding and Service Agreement between CRLC and the Victorian State Government.
- This Service Level Agreement.

5. Insurance:

- 5.1 CRLC will ensure that adequate and current insurance cover is maintained for:
 - Work Cover
 - Public Liability
 - Professional Indemnity
 - Industrial Special Risk
 - CRLC owned contents
 - CRLC owned Motor Vehicles
- 5.2 The member councils will ensure that adequate and current insurance is maintained for
 - Public Liability
 - Professional Indemnity
 - Director Indemnity
 - Assets used by CRLC

6. Dispute Resolution:

- 6.1 If there is a dispute or difference between the parties in connection with this Agreement, the parties undertake to use all reasonable endeavours to settle the dispute or difference by negotiation.
- 6.2 If the parties cannot settle the dispute, the matter shall be determined as a dispute under the Commercial Arbitration Act 2011 and the arbitrator's decision shall be final and binding on the parties.
- 6.3 The parties to the arbitration shall be responsible for their own costs and, unless otherwise determined by the arbitrator, share the arbitrator's costs equally.

7. Notification of Change

- 7.1 Where a member council or CRLC is planning the introduction of major changes in service delivery, programs, organisational arrangements, structure or technology that are likely to have significant effects on employees, it will notify and consult with the employees who may be affected.
- 7.2 It is recognised that CRLC has an obligation under its Enterprise Agreement to also consult the employees' union about such change.
- 7.3 "Significant effects" includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work and the restructuring of jobs.
- 7.4 The Enterprise Agreement requires CRLC to provide in writing to the employees concerned and the Staff Consultative Committee (SCC) all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.

6

8. Agreement Review:

- 8.1 The term of this Agreement covers until 30 June 2019.
- 8.2 Notwithstanding, CRLC or a member council may request a review of the Base Level Services (Part D) or Specific Municipal Services (Part F) prior to the determination of the annual financial contributions to be made by the member councils.
- 8.3 Where changes to the Local Government Act 1989 or other legislation have a significant impact on the Agreement, such changes are to be accommodated within the Agreement at the earliest opportunity.

9. Termination of the Agreement:

- 9.1 There are no provisions for early termination of this Agreement on the grounds of a party or parties wishing to downgrade the base level services and standards specified at Part D.
- 9.2 Parties wishing to terminate any or all of the services specified at Part C or D may only do so by approval of the Library Board and agreeing to compensate the other member councils for any costs or contingent liabilities incurred as a consequence of their action(s).
- 9.3 If the Agreement is terminated as a consequence of CRLC being dissolved, or a party or parties withdrawing from CRLC, then the relevant conditions from the Regional Library Agreement will extend to this Agreement.

10. Performance Non-Compliance

- 10.1 In the event of non-compliance by either party to this agreement, notification in writing must be provided within a reasonable period. If, following written notification the matter is not resolved the parties must meet within 14 days and apply their best efforts to resolve the matter. If unresolved after 56 days either party may declare the matter in dispute and subject to clause 6 of this agreement and withhold services or funds to the extent that they specifically relate to the matter in dispute.
- 10.2 No claim other than reimbursement of funds, where service has not been provided, may be made by any member against CRLC as a result of the non-compliance of CRLC.
- 10.3 No claim for damages, liability, additional costs or any other disadvantage beyond funds reimbursement may be made against CRLC in the event of non-compliance by itself or by the non-compliance of any member.

PART B: FUNDING ARRANGEMENTS

To maintain the provision of library services, CRLC requires funding support from the member councils and other parties. This part expands on the Regional Library Agreement and establishes the responsibilities of the member councils with respect to funding current and future library operations.

1. Source of Funds:

CRLC may fund its operations from a variety of sources, including:

- (a) Contributions by the member councils in accordance with the funding formula approved by the Library Board:
- (b) Government contributions in the form of the State Government Public Libraries Grant and other specific funding programs, which apply from time to time - such contributions will be paid directly to CRLC;
- (c) Revenues earned from product and services sales, fines and charges;
- (d) Interest on investments;
- (e) Donations in the form of bequests and contributions; and
- (f) Borrowings in accordance with the conditions imposed by section 197A of the *Local Government Act*

In addition to the above sources, funds may also be drawn down from accumulated reserves if deemed appropriate by the Library Board.

2. Application of Funds:

The funds available to CRLC will be applied to:

- (a) The operating costs of the library service, which will include expenditures in relation to static branches, outreach services and headquarters;
- (b) The capital requirements of the library service which will include the amount required to maintain CRLC's materials collection in accordance with the Collection Development Policy and the amount required for the acquisition of other fixed assets, whether new or replacement;
- (c) Ensuring that adequate provision is made to meet CRLC's future obligations with respect to staff entitlements for sick leave, annual leave and long service leave, and that payment is made in accordance with statutory requirements to approved superannuation funds;
- Investing in financial instruments authorised by the Local Government Act 1989 and other governing agreements;
- (e) Repayment of borrowed funds; and
- (f) Retaining funds for future purposes.

3. Specific Funding Requirements:

In allocating funds, the following conditions will apply:

- 3.1 Government and other grants are to be applied in accordance with the terms and conditions applicable to such grants.
- 3.2 Funds will not be applied to severance payments incurred as a result of decisions made by a member council(s) to restructure branch operations. Although severance payments (as specified by the Enterprise Agreement) will be disbursed by CRLC, the member council(s) will be wholly responsible for funding such payments.

4. Funds Management Responsibility:

As an independent corporate entity, CRLC will manage the acquisition, application and investment of funds. It is at CRLC's discretion whether this responsibility is met internally or contracted, wholly or in part, to third parties.

5. Funding Formula:

Clause 6 of the Regional Library Agreement requires the Library Board to agree on a funding formula to determine the financial contributions to be made by the member councils.

- 5.1 For each static service point, the net recurrent expenditure will be wholly borne by the member council for the municipality in which the service point is located. (Recurrent expenditure is the difference between revenues earned from branch operations and operating costs, excluding depreciation and capital expenditures.)
- 5.2 The revenues and expenditures associated with any mobile or outreach service will be shared between the member councils by apportioning each item in accordance with the criteria agreed to by the Library Board for the life of the Regional Library Agreement.
- 5.3 The revenues and expenditures associated with CRLC's headquarters will be shared between the member councils by apportioning each item in accordance with the criteria agreed to by the Library Board in the annual budget. In making such apportionments, the revenues and expenditures incurred specifically in relation to non-base services will be identified and allocated to the corresponding non-base services.
- 5.4 Capital expenditures (including amounts transferred to reserves) will be apportioned between the member councils in a manner that equitably reflects the intended use of the assets acquired. This will include additions to the library collections, which will be apportioned in accordance with the allocation criteria specified in CRLC's Collection Development Policy (or other source if appropriate).
- 5.5 The base for the apportionment of revenues and expenditure across the member councils will be CRLC's Annual Budget, against which the principles outlined in this agreement will be applied to calculate the financial contribution to be made by each member council.
- 5.6 The financial contributions will be recalculated by 30 March of each year against the projected full-year actuals at that time. Any variance between the agreed and recalculated council contributions will be carried forward as an adjustment to the following year's budget.

PART C: CORE PUBLIC LIBRARY SERVICES

As the recipient of a State Government Public Libraries Grant, CRLC is required to provide a range of core services as part of its public library role. Core services are free of charge, as distinct from value added services for which charges may be imposed. The definitions of core and value added services have been developed in the context of the Australian Library and Information Association's:

- Statement on Free Access to Information (2015)
- Statement on Public Library Services (2009).

1. Core Services:

Core public library services are those which:

- (a) Provide free entrance to the library;
- (b) Provide access to the library's information resources, regardless of the format in which material is held. Free access to networked information resources must be provided at each library branch to a level sufficient to meet a reasonable volume of demand;
- (c) Provide assistance with the use of the collection and with reference enquiries;
- (d) Provide training in the use of public access catalogues;
- (e) Lend items from the collection to members of the public for specific periods of time;
- (g) Educate the public in the effective use of public libraries;
- (h) Provide programs such as story-telling; and
- Provide any additional service which enables access to other basic services (including housebound services).

2. Value Added Services:

Libraries charge for services which provide greater ease of access, convenience or private benefit, and which may attract additional costs to the library service provider. These services are distinguished from the core services listed above. Value added services include, but are not limited to:

- (a) Use of remote online resources where access is only obtainable by payment of a specific per use charge, but excluding use of online resources which are paid for by subscriptions, site licenses or other non-use based charges;
- (b) Providing access to loans from collections outside the public/State library network, such as academic, government or special libraries;
- (c) Providing printed or electronic copies of materials held or accessed by the library;
- (d) Providing for public use software, including specialist software packages;
- (e) Requiring staff to undertake research, to write reports, or to provide other high level support; and
- (f) Providing any service which attracts an external service charge, such as on-line database searching, speakers and theatre performances.

10

PART D: BASE LEVEL SERVICES & STANDARDS

This part focuses on establishing the base level services and standards to apply to library services provided by CRLC. By establishing a base level, the opportunity is created for the member councils to negotiate specific municipal services with CRLC to customise services to the particular needs of their communities (Part F).

1. Accessibility:

In order to ensure that the region's library services are reasonably accessible to all members of the community, the following base level standards will apply.

- 1.1 Access to the core library resources (Part C) and assistance with their use will be free of charge.
- 1.2 Members will have access to all loan items in CRLC's collection regardless of location and may return borrowed items to any of CRLC's service points.
- 1.3 Membership is free and available to any resident of Victoria upon providing proof of identity and residence.
- 1.4 Individual membership records will remain confidential. Aggregate data may be drawn from these records, but will in no way identify or enable individuals to be identified.
- 1.5 Members are to be provided with information about library services and members' rights and responsibilities.
- 1.6 Institutional membership will be available to approved agencies and not for profit organisations.
- 1.7 Hours for all library service points are specified in Appendix B.

2. Circulation:

The core service provided by CRLC libraries is that of lending materials to library members for periods established by the Library Board. To ensure that an appropriate balance is maintained between customer service and operating effectiveness, the following base level standards will apply.

- 2.1 Library users will receive courteous attention and prompt service at the circulation desk.
- 2.2 Return dates for borrowed items will be provided in writing at the time of borrowing, unless the borrower requests otherwise.
- 2.3 Items may be returned to any service point in the region.
- 2.4 Returned items will be processed and returned to shelf, or available for transfer to the host branch in accordance with the agreed performance criteria.
- 2.5 Loan renewals may be made in person, via the telephone or via CRLC's web site catalogue.
- 2.6 The Library Board shall maintain a Membership and Access Policy detailing borrowing entitlements for members. The policy will be periodically reviewed by the Library Board to ensure that it balances socially responsible use of the collection with accessibility considerations.

3. Collection Development:

Building and maintaining a collection that is relevant to the community's needs in both scale and quality is fundamental to the provision of an effective library service. Managing the collection through the various stages from selection to disposal will adhere to the following base standards.

- 3.1 CRLC's Collection Development Policy sets out the guidelines for the selection and withdrawal of library materials and is reviewed periodically.
- 3.2 The collection will be weeded to identify and remove from display those materials that:
 - a) are irretrievably damaged;
 - b) are out of date; or
 - c) could present misleading information to readers.
- 3.3 Materials will be reviewed prior to disposal to ensure that items of value or historical significance are retained within the region.
- 3.4 The budget for the acquisition of new materials is set by the Library Board in the annual budget, and consideration will be given to the ability of the collection to meet community demand and the achievement acceptable collection turnover rates.
- 3.5 Materials selection and acquisition will be the responsibility of CRLC.

4. Catalogue and Location Aids:

Library users select materials and access information in a variety of ways ranging from browsing the shelves to pre-selecting items prior to their visit. To aid this process CRLC will comply with the following standards.

- 4.1 The on-line public access catalogues (OPACs) will accurately reflect the library's holdings, including the location and status of items.
- 4.2 Catalogue entries will up dated and include sufficient detail to enable users to find the required information.
- 4.3 Signage which assists users to easily locate items and facilities will be provided at all service points.

5. Reference and Information Services:

The following minimum standards will guide the delivery of such services:

- 5.1 Access to the reference and information resources of the region and assistance with their use will be free of charge to those eligible for membership. Where it is necessary to access external information sources and/or inter-library loans, any costs incurred may be recovered from the enquirer.
- 5.2 Reference services may be accessed in person or via CRLC's web page.
- 5.3 Staff will be trained in the use of reference resources available in the region, whether provided in print or non-print formats. Staff will also be trained in the skills of conducting reference interviews and will have knowledge of the general resources available from common referral points.
- 5.4 When an enquiry cannot be satisfied from resources at the service point, further research or referral will be undertaken and the enquirer will be advised of the expected time frame.
- 5.5 Photocopy services will be provided at all service points. Charges for photocopies provided in relation to reference enquiries will be determined by CRLC.

6. Information Technology and Technology Support:

Information technology (IT) based library services are a standard component of public library service.

- 6.1 The minimum provision of public access IT facilities will be:
 - (a) One dedicated public access Internet terminal (PAIT) at all static service points.
 - (b) One dedicated online public access catalogue PC (OPAC) at all static service points.
- 6.2 Charges, as determined by CRLC, may be imposed for the use of public access IT facilities. Services for which charges may be imposed are:
 - (a) Printing materials generated during the use of public access IT facilities.
 - (b) The provision of consumables such as storage devices.
- 6.3 All public access IT facilities (including OPACs) will be maintained in working order. PAITs and OPACs will be on-line during library opening hours except
 - (a) where external causes such as power or telecommunications failures create the downtime and
 - (b) for fifteen minutes prior to closing.

In the case of equipment failure CRLC will provide replacement or repair of the PAIT or OPAC within 10 working days.

- 6.4 All staff will be trained in the use of the Internet and PC based information technology and will facilitate basic access for the public as required.
- 6.5 Where appropriate, staff will also receive basic training in the use of public access PC software programs for word processing and spreadsheets in order to facilitate public use.

7. Library Programs:

- 7.1 CRLC will promote and participate in appropriate literary programs, as funding permits. This includes, but is not limited to:
 - (a) A Summer Reading Program for children;
 - (b) Children's Book Week activities;
 - (c) National Simultaneous Story Time; and
 - Book launches for local writers, meet the author program or participate in statewide author visit programs,
- 7.2 CRLC will take part in other events as deemed appropriate by the Library Board. These may include the provision of stands or information displays at events such as field days, local festivals and shire service days.

8. Performance Indicators

Performance indicators for service delivery will be maintained and monitored by CRLC. CRLC and its employees are committed to working towards continuous improvement of service delivery and the achievement of the performance indicator targets. CRLC and the member councils recognise that the full achievement of the targets will, in some instances, be dependent on the funding commitments of the member councils. Performance Indicators and targets are included in the Library Plan, the Annual Budget and the Annual Report.

PART E: SERVICE POINT OBLIGATIONS

This part specifies the obligations and responsibilities for the member councils and CRLC for the design and operational standards for all service access points.

Branch Libraries

The member councils are responsible for providing, maintaining and replacing buildings, shelving and furniture and fittings suitable for the delivery of library services.

1. Design Standards

Member councils determine the location of branch library facilities.

CRLC's role is to advise member councils on the provision of library facilities. CRLC will assist member councils in ensuring that the facilities meet public library standards for community access and use.

Library service points will fully comply with relevant occupational health and safety requirements to provide safe access to and use of facilities for the community.

2. Maintenance Obligations

Member councils are generally responsible for maintenance, cleaning and security of their respective branch library facilities, including associated areas, such as gardens, paths, exterior signs and parking areas. Appendix A details maintenance responsibilities.

- (a) Member councils will submit to CRLC the maintenance and cleaning schedule for their respective facilities.
- (b) CRLC will inform the member councils of the need for any maintenance or repair tasks and an annual Facilities Review will be undertaken jointly by CRLC and the member councils to develop a three year forward plan for library maintenance.

3. Operational Obligations

- (a) Member councils are responsible for the payment of service charges for their respective branch library facilities, including telephone, water and sewerage, power and heating, asset insurance.
- (b) CRLC is responsible for the operational activities of the library service and ensuring that staff members use resources in an efficient and effective manner.
- (c) Member councils will specify the opening hours for their library facilities (see Appendix B).

PART F: SPECIFIC MUNICIPAL SERVICES

This part specifies the **Added / Modified Services** which apply to the individual member councils. These services include:

- · Branch library locations and customer service hours;
- · School based service points
- · Mobile or Outreach services;
- · Housebound services;
- Library programs; and
- Any other programs.

The Specific Municipal Services for each council are listed separately in Appendix B.

An annual library services review will be undertaken by CRLC. CRLC will provide member councils with a range of service enhancement options for consideration in the proposed annual budget.

APPENDIX A: BUILDING MAINTENANCE RESPONSIBILITIES SCHEDULE

Colac Otway Shire's responsibilities herein do not apply to the Colac Community Library & Learning Centre. The arrangements for the Colac Library is subject to an alternative agreement with DEECD.

Apollo Bay Library Building Maintenance Responsibilities are in accordance with the Lease and Licence between Otway Health and Community Services Colac Otway Shire Council.

ITEM		TASK	CRLC	COUNCIL
Doors and Door Fo	urniture	Repair		X
(including locks)		Replacement		X
Windows	- fly-wire screens	Repair & Replacement		Х
	- window frames	Repair & Replacement	i i	X
	and locks	İ	i i	X
	 window glazing 	Replacement	i i	X
Internal Walls & Co	eilings	Repair & Replacement		X
External Walls		Repair & Cleaning	\neg	Х
		Replacement	i i	X
Structural defects	(major)	Repair & Replacement	1 1	X
Painting		Internal Painting		Х
		External Painting	1 1	X
Floor Structure	- floor boards	Repair & Replacement		Х
	- joist, bearers, stumps	Repair & Replacement	1 1	X
	- concrete slab	Repair & Replacement	i i	X
Floor Coverings	- carpet	Repair		Х
(incl. verandas, pa	atios)	Replacement	i i	X
	- vinyl	Repair & Replacement	1 1	X
	- tiles	Repair & Replacement	i i	X
	- timber	Resurfacing	i i	X
	- concrete	Repair & Replacement	1 1	X
Curtains, Blinds, Drapes		Installation & Repair		X
		Replacement & Cleaning	1 1	X
Roofing & Storm Water	- Roofing & Flashings	Maintenance		Х
		Replacement	1 1	X
	 Gutters, downpipes 	Maintenance		X
	& fascias	Replacement & Cleaning	i i	X
	- Water Tanks	Maintenance & Replacement		X
		Cleaning	1 1	X
	 Storm water drains & 	Maintenance		X
	soak pits	Replacement & Cleaning		X
Water Supply an Fittings	d - Taps, valves	Maintenance & Replacement		Х
	- Pipe work	Maintenance & Replacement		X
Sewerage lines, Se	eptic systems	Repair & Replacement		Х
		Cleaning/Pumping Out		X
Cisterns		Repair & Replacement		Χ
Toilet bowls, Hand	l basins, Sinks	Repair & Replacement		Χ
Hot water systems	<u> </u>	Repair & Replacement		X

ITEM		TASK	CRLC	COUNCIL
Electrical	- Fittings & Fixtures	Repair & Replacement		X
	(Building)	Globes		X
	 Fittings & Fixtures 	Repair & Replacement		X
	(Surrounds)	Globes	İ	X
	 Electrical Wiring 	Repair	İ	X
	& Mains	Replacement		X
	 Appliances 	Repair & Replacement	İ	X
		Inspection & tagging	l	X
	 Switchboard 	Maintenance & Replacement	İ	X
Heating/Cooling		Repair		X
Air Conditioning		Replacement	l	×
Duress Alarm		Repair & Replacement	X	
Building Security		Installation & Repair		Х
Telephone lines / Equipm	nent	Installation & Repair		X
Essential Services	- firefighting equipment	Inspection, testing, recording		X
		Replacement	İ	X
	- emergency lighting	Inspection, testing, recording	İ	X
	/ exit signs	Replacement		l x
	- evacuation plan	Preparation	X	l
	•	Training	X	
	- maintaining paths	Inspection	İ	X
	of travel	Implementation	X	
Cooking Appliances		Repair & Replacement		X
Facility consumables		Supply	X	
Fencing		Repair & Replacement		Х
Pest Control		Maintenance & Eradication		Х
External signage		Installation		X
		Repair & Replacement	l	X
Surrounds	- Lawns	Mowing, watering, re-sowing		Х
	- Nature Strip	Mowing, watering, re-sowing	İ	X
	- Gardens	Establishment	İ	X
		Weeding/Mulching	İ	X
		Watering & Replanting		X
	- Trees	Inspections/Reporting	İ	X
		Pruning, removal & planting		X
	- Shrubs	Pruning, removal & planting	İ	X
	- Rubbish Bins	Installation, maintenance		X
		Replacement	l	X
		Emptying & Cleaning		X
	- Furniture	Installation & maintenance		X
	(eg. fixed tables, seats)	Replacement		X
	- Footpaths/Paving	Installation & maintenance		X
		Replacement		×
	- Car Parking	Maintenance		X
		Reseal & Reconstruction		X
Site Specific Items (list)				
				I

APPENDIX B

COUNCIL SPECIFIC SERVICES - COLAC OTWAY SHIRE

1. Branch Library Locations and Customer Service Hours

Branch Library	Day	Open	Close	Hours per Session	Hours per week per Branch
Colac Community Library & Learning Centre	Monday	8.30am	5.30pm	9.00	
	Tuesday	8.30am	5.30pm	9.00	
	Wednesday	8.30am	5.30pm	9.00	
	Thursday	8.30am	5.30pm	9.00	
	Friday	8.30am	7pm	10.5	
	Saturday	10am	12noon	2.00	48.50
School Holiday Hours	Monday	9.30am	5.30pm	8.00	
	Tuesday	9.30am	5.30pm	8.00	
	Wednesday	9.30am	5.30pm	8.00	
	Thursday	9.30am	5.30pm	8.00	
	Friday	9.30am	7pm	9.50	
	Saturday	10am	12noon	2.00	43.50
Apollo Bay	Monday	2pm	5pm	3.00	
	Wednesday	11am	1pm	2.00	
		1.30pm	6pm	4.50	
	Friday	10am	1pm	3.00	
		1.30pm	5pm	3.50	
	Saturday	10am	12noon	2.00	18.00
TOTAL		During scho	ool term		66.50
		During schoo	l holidays		61.50

Note:

Departures from the agreed hours will be allowed for gazetted public holidays and any early closing periods at, e.g., Christmas and Easter. Notice of closures will be provided to the member councils and notices will be prominently posted at the service points at least 30 calendar days prior to closure, except in exceptional circumstances.

2. **Outreach Services**

Service Point	Day	Open	Close	Hours per Session
Week One				
Gellibrand – Post Office	Wednesday	11am	12noon	1.00
Lavers Hill - Public Hall	Wednesday	2pm	3pm	1.00
Beech Forest - Tourist Information Park	Wednesday	3.30pm	4.30pm	1.00
Week Two				
Coragulac – St Brendan's	Wednesday	10am	11.30am	1.50
Beeac – Post Office	Wednesday	1pm	2.30pm	1.50
Cressy - Hall	Wednesday	3pm	4pm	1.00
Forrest - Hall	Thursday	11.00am	12.30pm	1.50
Birregurra – Hall	Thursday	1.30pm	3pm	1.50
TOTAL				10.00

3. **Housebound Services**

Home Library Service - Colac a)

4. **Library Programs**

- Children's Programs Colac Community Library & Learning Centre, Apollo Bay Library Digital Literacy Programs

5. **Other Services**

a) Meeting room hire - Colac Community Library & Learning Centre



ASSET MANAGEMENT POLICY

SC181107-7

LOCATION / ADDRESS Whole of municipality GENERAL MANAGER Tony McGann

OFFICER Jade Thomas DIVISION Infrastructure & Leisure Services

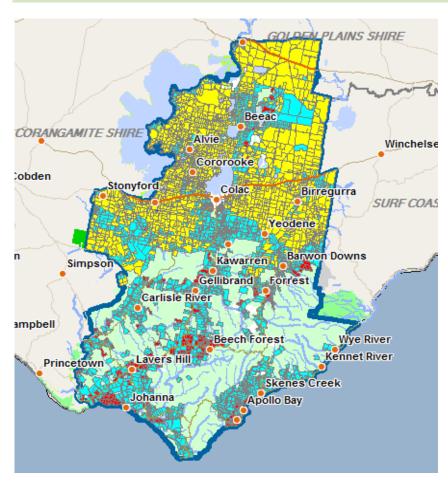
TRIM FILE F17/11143 CONFIDENTIAL No

ATTACHMENTS 1. 13.7 Asset Management Policy (current draft OCM) PDF

PURPOSETo seek Council's endorsement for the proposed Asset Management

Policy.

1. LOCATION PLAN / AERIAL PHOTO



2. EXECUTIVE SUMMARY

The original Asset Management Policy was adopted by Council in 2003 and the most recent review and amendment was endorsed by Council in 2013.

Council Officers have reviewed the policy and propose a number of improvements which are included in the attachment. The intended outcome is to:

- guide and inform Council's asset management needs by the services that it provides to the Community,
- manage Council assets within its budget,
- enable clear and measurable governance,
- · provide direction for how Council manages its assets and
- guide asset sustainability (e.g. by creating revenue, rationalisation or shared use facilities).

This policy enables assets to be managed in synergy with the services delivered by Council by way of meeting its asset needs. It allows for asset's to be managed sustainably, within budget while remaining in a safe and fit for purpose condition.

The intended outcome is for assets to be efficiently operated and maintained to agreed levels of service within the allowed budget. Council will manage its assets with the guidance of an Asset Management Strategy and the implementation of Asset Management Plans for different asset classes. This will be achieved by utilising upto-date technologies, methodologies and through consultation with the community.

3. RECOMMENDATION

That Council adopts the Council Policy for Asset Management.

4. BACKGROUND / KEY INFORMATION

The Asset and Project Delivery Unit is currently undertaking a project to review Council's Infrastructure Asset Management Framework. In addition to this policy, the project includes a review of the Asset Management Strategy and the development of Asset Management Plans which will inform the Long Term Financial Plan. This project will lead the organisation to achieving mature service planning, long term financial planning and strategic property management with an informed short and long term view.

KEY INFORMATION

The proposed Policy has been developed and based upon the template provided by the International Infrastructure Management Manual (IIMM) that's used as the industries best practice standard for Asset Management and is authored by the Institute of Public Works Engineering Australia (IPWEA).

The Policy has been re-written to align with the industries best practice standard, it's written to be directional and easily understood by all readers.

The predominant change to the Policy is that future asset management is driven by Council's service provisions in cohesion with the allocated budget, each assets condition and its importance.

A service provision can include the following criteria that will relate to an asset:

- What is the asset's usage?
- Is there a demand for the service?
- Is the service or asset needed or used?
- Is it fit for purpose?
- Is there increased or decreased service levels,
- What is the area's population forecasting?
- What are the demographics in the area?
- What is the long and short term strategic planning etc.

The service related information is then cross referenced with the asset condition and the funding available or the shortfall. The Service Plan will inform how an asset should be maintained and to what level as well as ascertaining if funding is available to maintain to this level with a holistic view of all other asset requirements.

The desired outcome is to manage assets proactively with considered planning based on the community's needs.

Fundamental Changes:

Change	Current Policy	Proposed Policy
Format	Old Colac Otway Template	Formatted on the current COS template
		and is based on the IPWEA best practice
		template.
Length of	10 pages long. The content is similar;	Condensed to 3 pages long for easy
Document	however the new version has been written	readability, directional statements with
	with clear direction and easy to	measurable accountabilities. The Policy
	comprehend.	has been completely re-worded.
Service	The Service provision has been included	Generally, the service provision is featured
Provisions	minimally in this version.	heavily throughout this Policy.
Scope	Included in this subject is the vision,	Reduced the content to a sentence that's
	objectives and linkages. The reviewed	clear, easily understood and directional.
	document covers this information in	
	objective and related documents. The vision	
	has been removed as it's covered in the	
	purpose	
Introduction	The Introduction section has been removed	The objective of this Policy is identified as
replaced with	and replaced with objective	'To provide a clear direction for Colac
Objective		Otway Shire Council, as the custodians of
		community assets.' It's clear and
Definitions	Definitions – removed as it's a statement	encompasses pointedly what's intended.
Removed		Not required
	that's covered within the purpose and scope.	Not as a visual
Asset	The Asset Management Framework section has been removed as the information is not	Not required
Management Framework		
Removed	required in a Policy, this information would	
Kemoveu	be provided in an Asset Management Plan or Service Plan	
Roles &	Vaguely included, an improvement has been	Each responsibility has been allocated to
Responsibilities	made to the new Policy.	the appropriate party for clarity and
Responsibilities	made to the new Folicy.	accountability.
Policy	Not applicable.	The statement about the review has been
Implementation	Trot applicable.	condensed to a date and the
& Review		implementation strategy is included in this
removed		Council report.
Terriovea		Council report.

FURTHER SUPPORTING INFORMATION

5. COMMUNITY CONSULTATION & ENGAGEMENT

A reference group has been developed to encompass and engage all internal stakeholders; this group includes General Managers, Service Managers and Service Providers which includes Finance, Asset Management and Governance. Each has had input into the proposed Policy.

The Policy includes community and or stakeholder consultation as a direction for best practice asset management into the future.

6. ANALYSIS

ALIGNMENT TO COUNCIL PLAN OR COUNCIL POLICY

The Service Asset Management Policy is aligned to the following plans:

- Council Plan 2017 2021, and
- Council Corporate Plan 2017 2021

The Policy impacts or is impacted by the following Plans and Strategy:

- Asset Management Strategy (currently under review)
- Road Management Plan 2018
- Transport (vehicle) Asset Management Plan (being reviewed)
- Vehicle Bridge Asset Management Plan (currently being reviewed)

ENVIRONMENTAL IMPLICATIONS

The objective of this Policy is to provide a clear direction for Colac Otway Shire Council, as the custodians of community assets and within the objective it considers environmental impacts when managing assets.

SOCIAL & CULTURAL IMPLICATIONS

The Policy has a strong focus on service planning and key driver's that specifically relate to community needs. The community needs, asset sustainability and resources available ultimately drive infrastructure asset management and in turn can have an effect on the social aspect of a community.

ECONOMIC IMPLICATIONS

The Policy provides direct principles to encompass sound economic decision making such as:

- Understanding the services Council delivers and the assets required to meet each service needs
- Ensuring all Council assets are adequately documented
- Service and asset related risks are managed appropriately
- Sustainability of assets
- Defined roles and responsibility of Council and its staff
- Ensure compliance with legislation and regulatory requirements
- Consider environmental impacts

LEGAL & RISK IMPLICATIONS

This Policy provides a robust and clear platform of Governance in which Council officers and Councillors can make decisions upon. By having this policy in place it provides a transparent list of guidelines to assist with minimising risks and rogue decision making.

This is a strategic document that's being presented to Council for endorsement.

RESOURCE IMPLICATIONS (FINANCIAL ETC)

Council was successful in receiving a State Government Grant in partnership with CT Management who has aided in providing the resourcing and expertise to deliver the revised Policy document.

Members of the Asset Management Steering Committee (internal stakeholders) have been invited to review the Policy and provide feedback, the Officers time is absorbed by the Operational Budget.

7. IMPLEMENTATION STRATEGY

DETAILS

Following this Council briefing, the Policy will be presented to Council for endorsement. If endorsed the Policy will be imbedded into the organisation and used as a strategic document to aid decision making.

COMMUNICATION

If the Policy is endorsed all internal stakeholders will be advised and the Policy will be loaded onto Council's website for public access.

TIMELINE

If the Policy is endorsed at the June 2018 Council Meeting it will become effective immediately.

All internal databases will be updated and the new Policy will be loaded onto Council's website and intranet.

8. OFFICER DIRECT OR INDIRECT INTEREST

No officer declared an interest under the Local Government Act 1989 in the preparation of this report.





Council Policy

13.7 ASSET MANAGEMENT

VISION

To maintain and renew community assets for the adequate provision of services for current and future generations.

PURPOSE

Council will provide and manage its assets to ensure they are appropriate to service the needs of the community, within its financial constraints. Assets will be effectively and sustainably utilised and maintained at agreed levels of service. Council will manage its assets through an Asset Management Strategy and the implementation of Asset Management Plans. This will be achieved by utilising up-to-date technologies, methodologies and thorough consultation with the community.

Decisions regarding allocation of resources will have regard to sustainable maintenance of assets and the ongoing provision of services provided by the assets.

SCOPE

This policy applies to all Council services and infrastructure assets.

OBJECTIVE

To provide a clear direction for Colac Otway Shire Council, as the custodians of community assets, taking into consideration the following:-

- Understanding the services Council delivers and the assets required to meet these service needs
- · Ensuring all Council assets are adequately documented
- Service and asset related risks are managed appropriately
- · Sustainability of assets
- Defined roles and responsibility of Council and its staff
- · Ensure compliance with legislation and regulatory requirements
- Considers environmental impacts

POLICY

 Asset Management decisions shall be based on service delivery needs (these are determined in consultation with the community and user groups).

Colac Otway Shire / P: (03) 5232 9400 / www.colacotway.vic.gov.au



- Incorporate planned and reactive maintenance cost, risk, with an evaluation of alternative options
 that take into account lifecycle costs when analysing an asset's future.
- The ongoing need for an asset will be determined by increasing or diminishing usage, condition and funding available to renew the asset to a suitable standard.
- Asset Planning and Management has a direct link with Council's corporate and business plans, budgets and reporting process.
- Until a more comprehensive measure is developed, asset depreciation is to be used as the measure
 of funding renewal and/or rehabilitation of assets.
- Renewal cost will be provided in the Asset Management Plans (AMP). Once developed, AMP's will inform Council's Long Term (10 year) Financial Plan (LTFP) including a Renewal Gap.
- · Evaluation of new projects will be conducted as outlined in the Capital Works Evaluation Framework.
- New or upgraded projects funded by grants need to consider full lifecycle costs (whole of life costs including maintenance and renewal) as part of project evaluation.
- Asset Management Plans are to be developed to include all asset classes; they will be informed by sustainable community service needs and integrated with local government financial reporting frameworks.
- Financial and Asset Management reporting shall be categorised in terms of operational, maintenance, renewal, upgrade and new expenditure classifications to enable sound Asset Management decisions.
- Staff with asset and financial responsibilities will be appropriately skilled in relevant asset and financial management principles and processes.

RELATED DOCUMENTS

Council Plan 2017 - 2021

Colac Otway Shire Council Corporate Plan 2017 - 2021

Asset Management Strategy (under review)

Road Management Plan 2018

Roads Asset Management Plan 2018

Bridges Asset Management Plan

Colac Otway Shire Risk Register

Risk Management Policy

RESPONSIBILITIES

Council:

- Provide sustainable assets for the community by recognising and considering the full cost of Council
 acquiring, maintaining, renewing and operating assets throughout their lifecycle.
- Provide assets that deliver sustainable services to benefit the community to a level of service that
 justifies the costs of owning and operating these assets.
- Act as custodian for assets on behalf of the community.
- Make decisions regarding assets that are made in accordance with Colac Otway Shire Council Plan 2017 – 2021.
- Review and adopt the Asset Management Policy.
- · Review and adopt the Asset Management Strategy.

Page 2

Colac Otway Shire / P: (03) 5232 9400 / www.colacotway.vic.gov.au



Chief Executive Officer and Executive Management Team -

- Reflect the corporate and community strategic planning principles embraced by Council in the Asset Management Policy, Strategy and Plans.
- Seek allocation of sufficient resources to the development, ongoing improvement and delivery of the Asset Management Strategy, Asset Management Plans and supporting systems.
- The Asset Management Policy and Strategy integrates with other policies and business processes of Council.
- To ensure Councillors understand the principles and importance of Asset management.
- · Report on the status and effectiveness of Asset management within Council.

Council Staff with Asset Management Responsibilities

- · Develop and maintain Council's Asset Management Strategy.
- Develop and maintain Asset Management Plans for agreed asset/service groupings.
- Deliver asset maintenance, renewal, upgrade and disposal programs in accordance with Asset Management Plans, agreed levels of service and budget allocation.
- Periodically review the Asset Management Policy, Strategy and Asset Management Plans.
- Engage up-to-date technologies, methodologies and continuous improvement processes in the management of Council's assets.
- Ensuring that Asset Management skills and training needs are identified as part of the staff performance appraisal process.

REFERENCES & LEGISLATION

Institute of Public Works Engineering Australasia (IPWEA)

Local Government Act 1989

Local Government (Finance and Reporting) Regulations 2004

Risk Management Act 2004

Road Management Act 2004

Occupational Health and Safety Act 2004

Wrongs and Limitations of Actions Act 2003

FILE MANAGEMENT

Policy owner	Jeremy Rudd	Division	Infrastructure and Leisure Services
Adopted by council	June 2018	Policy Number	13.7
File Number	D18/28276	Review date	Every 4 years Next review due in 2022

Page 3

Colac Otway Shire / P: (03) 5232 9400 / www.colacotway.vic.gov.au



SPECIAL COUNCIL MEETING

APOLLO BAY AIRFIELD LEASE & LICENCE TO BUSH PILOTS AUSTRALIA PTY LTD TRADING AS APOLLO BAY AVIATION

SC181107-8

LOCATION / ADDRESS 45 Telford Street, GENERAL MANAGER Tony McGann

Marengo GENERAL MANAGER TOTTY MICE

OFFICER Mark McLennan DIVISION Infrastructure & Leisure Services

TRIM FILE F11/3134 CONFIDENTIAL No

1. Lease 45 Telford Rd Apollo Bay - Apollo Bay Aviation (Draft)

ATTACHMENTS

2. License 45 Telford Rd Apollo Bay - Apollo Bay Aviation

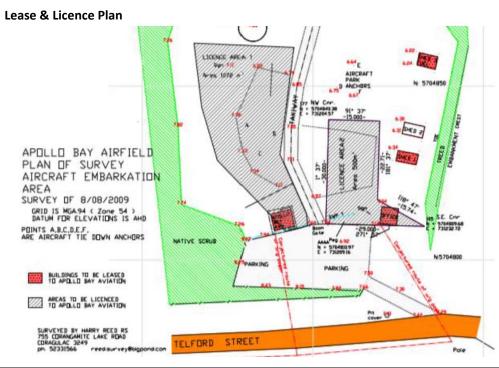
(Draft) 1

3. Valuation Lease and Licence 45 Telford Rd Apollo Bay

PURPOSE To seek Council's endorsment for a Lease & Licence at Apollo Bay

Airfield.

1. LOCATION PLAN / AERIAL PHOTO



2. EXECUTIVE SUMMARY

The purpose of this report is to seek Councils endorsement to enter into a Lease with Bush Pilots Australia Pty Ltd trading as Apollo Bay Aviation. The premises are located at 45 Telford Street, Marengo in Victoria.

The property is also known as The Apollo Bay Airfield, the land is owned by the Crown and Council is the Committee of Management. The Minister's delegate gave its approval in principal on 6th June 2018 to enter into the proposed tenures with Apollo Bay Aviation based on the terms and conditions in the attached draft lease

The Lease includes two office buildings and two storage sheds and all are fully maintained by the tenant.

Council is also proposing to issue a Licence that provides the use of 1,572m² of land to the Licensee for the purpose of parking and operating aircraft. The lease and licence area is shown on the attached plan. The licence provides that the area is to be a shared facility.

3. RECOMMENDATION

That Council:

1. Enters into a new lease and Licence agreement with Bush Pilot's Pty Ltd, trading as Apollo Bay Aviation for the property located at 45 Telford Street, Apollo Bay for the purpose of aviation activities under the following terms:

Agreement Type	Lease Agreement
Rent	\$4,002.00 per annum (plus. GST) year 1
	\$4,788.00 per annum (plus GST) year 2
Lease Term	5 years
Maintenance & Utilities	100% tenants responsibility
Rent Review	Reviewed annually from the 3 rd anniversary of the
	commencement of the Lease by CPI% each Year

Agreement Type	License Agreement
Rent	\$1,550.00 per annum (plus. GST)
Lease Term	5 years
Maintenance & Utilities	100% tenants responsibility
Rent Review	Reviewed annually plus CPI%

2. Authorises for the Chief Executive Officer or delegate to complete all administrative processes necessary to execute the lease on behalf of Council.

4. BACKGROUND / KEY INFORMATION

BACKGROUND

The prospective Tenant has been in occupation at the premises for a period of 10 plus years. The tenant commenced with a single Licence before expanding its business and acquiring a second licence. The real property is owned by DELWP and is managed by Colac Otway Shire Council. Apollo Bay Aviation operates joy

flights and helicopter rides over the Great Ocean Road and surrounding areas for tourists. There are no other operators that have shown interest in or currently providing this service from Apollo Bay.

There have been 3 other previous tenures.

- 1. The first was a lease dated the 9th day of September 2003 with two options of three years that expired on the 1st October 2009 at a Rental of \$250.00 per year. The arear allowed is not clear from the Lease, so no per m2 rate can be determined.
- 2. The second was a Licence for three years dated the 1st November 2009 that expired on the 1st November 2012 @ \$2.50 per m².
- 3. The further tenures, (two licenses) which have now expired; they were for a period of (5) five years, had a combined annual fee of \$3,465.00 including GST. These expired on the 14th February 2018.

The proposed rent on the Lease is proposed to be \$4,002.00 +GST for the first year of the tenancy. The second years rent is proposed to be \$4,778.00 +GST. The rent will be subject to annual CPI adjustment from year 3 (inclusive) and each year for the remainder of the term. The valuation has taken into account that that the tenant is responsible for all maintenance of the buildings within the lease plan.

The tenant has requested a lease and a licence. The lease offers security to the business owner and the licence relates to the aircraft area which is a shared area. These tenures are linked therefore if one tenure is cancelled then the other is also terminated.

Under the terms of these agreements the tenant is responsible for utilities, rates, building maintenance, upgrades or new improvements, building/contents insurance, public liability, cleaning and waste removal.

Council is responsible for the grounds maintenance.

KEY INFORMATION

An accredited valuation was prepared by Preston Rowe Patterson International Property Consultants dated 17 May 2018 as attached.

The new tenure has increased in sqm by 522sqm to allow for safe use of the aircraft when parking and mobilising.

The land subject to the proposed licence is irregular in shape, level in surface contour, comprising two separate sections of the airfield, with a total area of 1,572m². The licenced area is hatched in grey on the survey plan. The land is comprised within the Apollo Bay Airfield, with the lessee/licensee holder benefiting from ancillary improvements including a gravel carpark and runway. The Tenant's main Business provides "Joy Flights" in a fixed wing aircraft and helicopter around the Apollo Bay district. The Business is operated by Mr Vic Bongiorno who has been the Officer in effective control for 10 plus years, although it has been through other business entities controlled by him.

The terms of each proposed Agreement aligns with Council's Leasing and Licencing Policy and The Department of Environment, Land, Water and Planning's (DELWP) Policy. The term of the tenures is to enable adjustments in the event that the economy of the local and or extended area changes as a result of additional tourism or any other market force.

FURTHER SUPPORTING INFORMATION

5. COMMUNITY CONSULTATION & ENGAGEMENT

Council has engaged with the proposed tenant regarding the future plan for the site and to form an agreement in principle of the proposed terms for each of the tenures. There has been consultation with DEWLP who has issued the Minister Delegate's agreement in principle.

Community consultation is not required for these tenures and public notice is not needed in accordance with *Section 190 of the LGA*.

6. ANALYSIS

ALIGNMENT TO COUNCIL PLAN OR COUNCIL POLICY

The proposed Lease and Licence terms comply with Councils Property Leasing Policy 4.2, dated 18 December 2013 and The DELWP's Leasing Policy.

ENVIRONMENTAL IMPLICATIONS

A special condition of each agreement is that the tenant complies with the National Airports Safeguarding Framework Principles and associated guidelines. This includes regulations about noise and omission into the environment.

SOCIAL & CULTURAL IMPLICATIONS

The proposed Lease and Licence allow the existing operator of the "Joy Flight "to continue providing a tourist facility. The joy flights take place around the immediate area and the Great Ocean Road, providing a bird's eye view of Apollo Bay and the harbour.

ECONOMIC IMPLICATIONS

The existing joy flight Business makes a meaningful contribution to the local economy by attracting tourists to the area and contributes to a financial "flow-on effect" to other local businesses.

LEGAL & RISK IMPLICATIONS

All risk is being mitigated by the implementation of the Tenant /Licensee by having Public Liability Insurance in the amount of \$20,000,000.00 coverage. The proposed tenures require the tenant to indemnify Council and DELWP in respect of any and all liability in connection with either agreement.

RESOURCE IMPLICATIONS (FINANCIAL ETC)

The officer resources required to administer these agreements are being absorbed within Council's operational budget.

7. IMPLEMENTATION STRATEGY

DETAILS

Subject to Council's endorsement, a Lease and Licence will be finalised by DELWP who is the Lease administrator, before being fully executed by the tenant, Council and DEWLP.

COMMUNICATION

Emails will be provided to all internal stakeholders indicating that the tenure's have been finalised and are to be included in Council's property management system.

The Lease details will be uploaded onto the Public Lease Register which is located on Council's website.

TIMELINE

Action	Date
Council endorses recommendation at Council Meeting.	27 June 2018
DELWP formalises the Lease and Licence Documentation.	27 July 2018
All parties fully execute agreements & send a copy to each party.	30 August 2018
Integrate the new agreements into Councils Property Management System.	7 September 2018

8. OFFICER DIRECT OR INDIRECT INTEREST

No officer declared an interest under the Local Government Act 1989 in the preparation of this report.

EXISTING IMPROVEMENTS

COLAC OTWAY SHIRE

(ABN: 32 430 819 755)

AND

BUSH PILOTS AUSTRALIA PTY LTD, trading as APOLLO BAY AVIATION (ABN: 58 122 395 939)

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

DEPARTMENT OF ENVIRONMENT, LAND, WATER & PLANNING

DELWP File Ref: 2018457

CONTENTS

1	PART 1 – DEFINITIONS AND INTERPRETATION 1 1.1 Definitions 1 1.2 Interpretation 3 1.3 Minister's delegations 5
2	PART 2 - EXCLUSION OF STATUTORY PROVISIONS
3	PART 3 - LEASE OF LAND 6 3.1 Lease of Land for Term 6 3.2 Landlord's Reservations 6 3.3 Other Reservations 6 3.4 Landlord's Exercise of Rights 6 3.5 Ownership of Tenant's Improvements 7
4	PART 4 - RENT
5	PART 5 - RATES AND TAXES AND GST 7 5.1 Tenant to pay Rates and Taxes 7 5.2 Tenant to Produce Receipts 7 5.3 Pro-rata apportionment 7 5.4 Goods and Services Tax 8
6	PART 6 - COST OF SERVICES8
7	PART 7 - COSTS8
8	PART 8 - INTEREST. 8 8.1 Payment. 8 8.2 Calculation 9 8.3 No Prejudice 9
9	PART 9 - USE OF PREMISES 9 9.1 Tenant's Permitted Use and negative covenants 9 9.2 Tenant's positive covenants 10 9.3 No warranty as to use 11 9.4 To Let Signs and Inspection 11 9.5 Cost of alteration 11
10	PART 10 - COMPLIANCE WITH LAWS AND REQUIREMENTS 11 10.1 Compliance with Laws 11 10.2 Landlord may comply with Laws if Tenant defaults 11
11	PART 11 - MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS 12 11.1 General repairing obligation. 12 11.2 Landlord's right of inspection. 12 11.3 Enforcement of repairing obligations 12

	11.4	Landlord may enter to repair	
	11.5	Alterations to Premises	
	11.6	Notice to Landlord of damage, accident etc	14
12	PART	12 - ASSIGNMENT AND SUBLETTING	14
	12.1	No disposal of Tenant's interest.	
	12.2	Deemed assignment on change of shareholding	
	12.3	Acceptance of Rent by Landlord	14
	12.4	S.144 excluded	
13		13 - INSURANCE AND INDEMNITIES	
	13.1	Insurances to be taken out by Tenant	15
	13.2	Tenant's insurance obligations	
	13.3	Non-vitiation of policies	
	13.4	Exclusion of Landlord's liability	15
	13.5	Indemnities	16
1.4	DADT	14 - DAMAGE AND DESTRUCTION	17
14			
	14.1	Tenant to reinstate Premises	
	14.2	Obligation to reinstate is absolute	
	14.3	Rent and Rates and Taxes	1/
15	PART	15 - LANDLORD'S COVENANT	17
	15.1	Quiet Enjoyment	
16		16 - TERMINATION AND DEFAULT	
	16.1	Events of Default	
	16.2	Forfeiture of Lease	
	16.3	Re-entry	
	16.4	Landlord may rectify	
	16.5	Waiver	
	16.6	Tender after determination	
	16.7	Essential terms	
	16.8	Damages for Breach	
	16.9	Repudiation by Tenant	20
	16.10	Acts by the Landlord not to constitute forfeiture	
	16.11	Mitigation	20
17	DADT	17 - DETERMINATION OF TERM	21
1 /	17.1	Tenant to yield up	
	17.1	Tenant to continue pay rent etc	
	17.2	Tenant not to cause damage	
	17.3		
	17.4	Failure by Tenant to remove the Tenant's Improvements	21
		Tenant to indemnify and pay Landlord's Costs	
	17.6	Condition at Termination	
	17.7	Earlier breaches	22
18	PART	18 – MISCELLANEOUS	22
- 0	18.1	Notices	
	18.2	Overholding	
	18.3	Set-Off	
	18.4	Easements.	
	18.5	Guarantee	

	18.6	Waiver	24
19	PART	19 – FURTHER TERM	24
	19.1	Option for new lease	24
	19.2	Terms of new lease	24
	19.3	Execution of extension of lease	
	19.4	Guarantor to execute extension of lease or guarantee	25
20	PART	20 – BANK GUARANTEE	25
	20.1	Tenant to provide Bank Guarantee	25
	20.2	Return of Bank Guarantee	20
	20.3	Assignment or sale does not affect guarantee	
SCHE	DULE 1		
SCHE	DULE 2	- RENT REVIEW	
SCHE	DULE 3	- FURTHER OBLIGATIONS	
APPE	NDIX O	NE (PLAN OF LAND)	

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.
- 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;

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 Schedule 3;

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

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;

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:

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

Item means the relevant item in Schedule 1 to this Lease:

Land means the land described in Item 3 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;

Landlord's 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 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;

Person includes any corporation and vice versa;

Premises means the Land and the Tenant's Improvements;

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;

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.

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), sublessees, 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 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

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;
- Every covenant by the Tenant includes a covenant by the Tenant to procure compliance with the covenant by each of the Tenant's Employees;
- (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 any thing includes the whole and each part of it;
- (i) The Landlord and the Tenant agree that:
 - 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 negatived;
 - (ii) no further terms are 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 negatived;
 - (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.
- 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;

- (1) 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;
- (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;
- 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 negatived.

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 negatived.

3 PART 3 - LEASE OF LAND

3.1 Lease of Land for Term

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

3.2 Landlord's Reservations

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

- 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 without demand by the Landlord;
- (b) without any abatement, deduction or right of set-off;
- (c) to the Landlord at the address set out in Item 14 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:

- 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.

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):

- 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 of and incidental to:

- (a) the negotiation, preparation and execution of this Lease;
- (b) any consent required under this Lease;
- 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.

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 antennae, 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;
- 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) burn any rubbish or waste on the Premises other than the burning of vegetation in accordance with all necessary permits.

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;
- (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;
- arrange for the regular and efficient removal from the Premises of its refuse and rubbish;
- 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;
- 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) 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;
- (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:
 - 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:

- 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 noncompliance 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.

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:

- 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;
- (c) the Landlord and the Minister may give consent subject to the Tenant satisfying the following requirements:
 - 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;
- 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

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;
- 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:
 - 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
 - be on terms that the insurer waives all rights of subrogation against the Landlord;
- 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
- (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:

- 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:
 - 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:

- any Claims having resulted from anything which the Tenant may be authorised or obliged to do under this Lease; and/or
- 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:

- (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
- 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.

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:

- 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;
- 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:

- 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;
- (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 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 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.

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:

- 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):
 - 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.

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.

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.

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 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 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.

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.

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:

- the Tenant gives the Landlord a renewal Notice not more than six months or less than three months before the Term expires;
- 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
- (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.

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.

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 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.

Signed on behalf of COLAC OTWAY SHIRE by the Chief Executive Officer pursuant to an instrument of delegation dated)))
)
Chief Executive Officer (Signature)	Witness (Signature)
Chief Executive Officer (Name)	Witness (Name)
Executed by COOJAR LANE PTY LTD by being signed by the person authorised to sign for the company in accordance with s127 of the Corporations Act 2001.)))
Director (Signature)	
Director (Name)	

MINISTERIAL ATTESTATION

Under Section 17D of the *Crown Land (Reserves) Act 1978* I, Greg Leece, Regional Manager, Land & Built Environment, Barwon South West Region, in the Department of Environment, Land, Water and Planning, as delegate of the Minister for Energy, Environment & Climate Change hereby:

- Consent to the grant of this lease;
- Approve the covenants, exceptions, reservations and conditions contained therein;
- Am satisfied that the purpose for which the lease is being granted is not detrimental to the purpose for which the land is reserved.

Greg Leece

Regional Manager Land and Built Environment DELWP Barwon South West Region

SCHEDULE 1

1 LANDLORD: Colac Otway Shire

(ABN: 32 430 819 755)

2 TENANT: Bush Pilot's Australia Pty Ltd trading as Apollo Bay

Aviation (ABN: 58 122 395 939

3 LAND: All that land indicated by red hatching (footprints of 2

office buildings and 2 storage sheds) on the attached plan in Appendix One forming portion of Apollo Bay

Airfield Reserve.

4 COMMENCEMENT DATE: 1 August 2018

5 TERM: Five (5) years

6 RENT: \$4,002 per annum plus GST for year 1

\$4,788 per annum plus GST for year 2

The rent will be subject to annual CPI adjustment from year 3 (inclusive) and each year for the remainder of

the term.

The Market Rent Review provisions in Schedule 2 of

this Lease will not apply.

7 PERMITTED USE: Operation of Aviation Activities

8 FURTHER TERM: Nil

ADDRESS:

9 GUARANTEED SUM: Not Applicable

10 REVIEW DATE(S): Not Applicable

11 NAME AND NOTICE Landlord:

Colac Otway Shire

PO Box 283

Colac, Victoria, 3250

Tenant:

Apollo Bay Aviation 3 Telford Street

Apollo Bay, Victoria, 3233 Contact: Victor Bongiorno

12 INSURED SUM: \$20 Million

13 RESERVATION: Portion of Allotment 7F, Section 2A, Parish of

Krambruk, being Crown land temporarily reserved as a Site for an Aerodrome by Order in Council of 25 October 1966 as published in Government Gazette of 2

November 1966 page 3850.

2

Colac Otway Shire PO Box 283 14 PAYMENT ADDRESS:

Colac, Victoria, 3250

15 LANDLORD'S Nil

IMPROVEMENTS:

All buildings and internal fixtures.

TENANT'S IMPROVEMENTS:

16

SCHEDULE 2

(RENT REVIEW)

The Landlord may review the annual rent on each Review Date as follows;

- 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.
- 2 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.
- 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.
- 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's 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.
- 5 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.
- 6 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.
- 7 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.

Method of Determination:

- 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;
 - 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

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

SCHEDULE 3

FURTHER OBLIGATIONS

1. Tenants entitlement to terminate Lease

- 1.1 The Tenant (Lessee) may terminate this Lease by way of 30 days written notice if:
 - 1.1.1 The Licence associated with this Lease is terminated by the Licensor by no fault of the Licensee; or
 - 1.1.2 Scenic flights or aviation activities are no longer allowed by law to be undertaken by the Tenant (Lessee) at this location by no fault of the Tenant (Lessee).

2. Tenant operates it's aviation activities in accordance with

- 2.1 All Aviation Acts, airport policies and regulations.
- 2.2 National Airports Safeguarding Framework Principles and associated guidelines.
- 3. Council reserves the right to charge landing fees if it deems appropriate.

APPENDIX ONE

(PLAN OF LAND)

See attached

EXISTING IMPROVEMENTS

COLAC OTWAY SHIRE

(ABN: 32 430 819 755)

AND

BUSH PILOTS AUSTRALIA PTY LTD, trading as APOLLO BAY AVIATION (ABN: 58 122 395 939)

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

DEPARTMENT OF ENVIRONMENT, LAND, WATER & PLANNING

DELWP File Ref: 2018457

CONTENTS

1	PART 1 – DEFINITIONS AND INTERPRETATION 1 1.1 Definitions 1 1.2 Interpretation 3 1.3 Minister's delegations 5
2	PART 2 - EXCLUSION OF STATUTORY PROVISIONS
3	PART 3 - LEASE OF LAND 6 3.1 Lease of Land for Term 6 3.2 Landlord's Reservations 6 3.3 Other Reservations 6 3.4 Landlord's Exercise of Rights 6 3.5 Ownership of Tenant's Improvements 7
4	PART 4 - RENT
5	PART 5 - RATES AND TAXES AND GST 7 5.1 Tenant to pay Rates and Taxes 7 5.2 Tenant to Produce Receipts 7 5.3 Pro-rata apportionment 7 5.4 Goods and Services Tax 8
6	PART 6 - COST OF SERVICES
7	PART 7 - COSTS8
8	PART 8 - INTEREST
9	PART 9 - USE OF PREMISES 9 9.1 Tenant's Permitted Use and negative covenants 9 9.2 Tenant's positive covenants 10 9.3 No warranty as to use 11 9.4 To Let Signs and Inspection 11 9.5 Cost of alteration 11
10	PART 10 - COMPLIANCE WITH LAWS AND REQUIREMENTS 11 10.1 Compliance with Laws 11 10.2 Landlord may comply with Laws if Tenant defaults 11
11	PART 11 - MAINTENANCE REPAIRS ALTERATIONS AND ADDITIONS

	11.4	Landlord may enter to repair	
	11.5	Alterations to Premises	
	11.6	Notice to Landlord of damage, accident etc	14
12	PART	12 - ASSIGNMENT AND SUBLETTING	14
	12.1	No disposal of Tenant's interest	
	12.2	Deemed assignment on change of shareholding	
	12.3	Acceptance of Rent by Landlord	14
	12.4	S.144 excluded	
13		13 - INSURANCE AND INDEMNITIES	
	13.1	Insurances to be taken out by Tenant	15
	13.2	Tenant's insurance obligations	
	13.3	Non-vitiation of policies	
	13.4	Exclusion of Landlord's liability	15
	13.5	Indemnities	16
14	DADT	14 - DAMAGE AND DESTRUCTION	17
14			
	14.1	Tenant to reinstate Premises	
	14.2	Obligation to reinstate is absolute	
	14.3	Rent and Rates and Taxes	17
15	PART	15 - LANDLORD'S COVENANT	17
	15.1	Quiet Enjoyment	17
1.0	DADT	16 - TERMINATION AND DEFAULT	1.7
16	16.1		
		Events of Default	
	16.2	Forfeiture of Lease	
	16.3	Re-entry	
	16.4	Landlord may rectify	
	16.5	Waiver	
	16.6	Tender after determination	
	16.7	Essential terms	
	16.8	Damages for Breach	
	16.9	Repudiation by Tenant	20
	16.10	Acts by the Landlord not to constitute forfeiture	
	16.11	Mitigation	20
17	PART	17 - DETERMINATION OF TERM	21
	17.1	Tenant to yield up	
	17.2	Tenant to continue pay rent etc	
	17.3	Tenant not to cause damage	
	17.4	Failure by Tenant to remove the Tenant's Improvements	
	17.5	Tenant to indemnify and pay Landlord's Costs	22
	17.6	Condition at Termination	
	17.7	Earlier breaches	
18		18 – MISCELLANEOUS	
	18.1	Notices	
	18.2	Overholding	
	18.3	Set-Off	
	18.4	Easements	
	18.5	Guarantee	24

	18.6	Waiver	24
19	PART	19 – FURTHER TERM	
	19.1	Option for new lease	24
	19.2	Terms of new lease	24
	19.3	Execution of extension of lease	25
	19.4	Guarantor to execute extension of lease or guarantee	25
20	PART	20 – BANK GUARANTEE	25
	20.1	Tenant to provide Bank Guarantee	25
	20.2	Return of Bank Guarantee	
	20.3	Assignment or sale does not affect guarantee	
SCHEI	OULE 1		
SCHEI	OULE 2	- RENT REVIEW	
SCHEI	OULE 3	- FURTHER OBLIGATIONS	
APPEN	IDIX O	NE (PLAN OF LAND)	

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.
- 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;

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 Schedule 3;

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

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;

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;

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

Item means the relevant item in Schedule 1 to this Lease;

Land means the land described in Item 3 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;

Landlord's 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 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;

Person includes any corporation and vice versa;

Premises means the Land and the Tenant's Improvements;

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;

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.

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), sublessees, 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 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;
- Every covenant by the Tenant includes a covenant by the Tenant to procure compliance with the covenant by each of the Tenant's Employees;
- (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 any thing includes the whole and each part of it;
- (i) The Landlord and the Tenant agree that:
 - 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 negatived;
 - (ii) no further terms are 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 negatived;
 - (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.
- 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;

- (1) 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;
- (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;
- 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 negatived.

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 negatived.

3 PART 3 - LEASE OF LAND

3.1 Lease of Land for Term

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

3.2 Landlord's Reservations

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

- 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 without demand by the Landlord;
- (b) without any abatement, deduction or right of set-off;
- (c) to the Landlord at the address set out in Item 14 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:

- 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.

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):

- 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 of and incidental to:

- (a) the negotiation, preparation and execution of this Lease;
- (b) any consent required under this Lease;
- 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.

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 antennae, 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;
- 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) burn any rubbish or waste on the Premises other than the burning of vegetation in accordance with all necessary permits.

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;
- (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;
- arrange for the regular and efficient removal from the Premises of its refuse and rubbish;
- 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;
- 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) 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;
- (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:
 - 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:

- 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 noncompliance 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.

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:

- 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;
- (c) the Landlord and the Minister may give consent subject to the Tenant satisfying the following requirements:
 - 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;
- 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

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;
- 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:
 - 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
 - be on terms that the insurer waives all rights of subrogation against the Landlord;
- 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
- (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:

- 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:
 - 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:

- any Claims having resulted from anything which the Tenant may be authorised or obliged to do under this Lease; and/or
- 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:

- (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
- 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.

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:

- 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;
- 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:

- 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
- 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;
- (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 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 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.

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:

- 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):
 - 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.

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.

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.

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 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 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.

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.

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:

- the Tenant gives the Landlord a renewal Notice not more than six months or less than three months before the Term expires;
- 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
- (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.

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.

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 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.

Signed on behalf of COLAC OTWAY SHIRE by the Chief Executive Officer pursuant to an instrument of delegation dated)))
Chief Executive Officer (Signature)	Witness (Signature)
Chief Executive Officer (Name)	Witness (Name)
Executed by COOJAR LANE PTY LTD by being signed by the person authorised to sign for the company in accordance with s127 of the Corporations Act 2001.)))
Director (Signature)	
Director (Name)	

MINISTERIAL ATTESTATION

Under Section 17D of the *Crown Land (Reserves) Act 1978* I, Greg Leece, Regional Manager, Land & Built Environment, Barwon South West Region, in the Department of Environment, Land, Water and Planning, as delegate of the Minister for Energy, Environment & Climate Change hereby:

- Consent to the grant of this lease;
- Approve the covenants, exceptions, reservations and conditions contained therein;
- Am satisfied that the purpose for which the lease is being granted is not detrimental to the purpose for which the land is reserved.

Greg Leece

Regional Manager Land and Built Environment DELWP Barwon South West Region

SCHEDULE 1

1 LANDLORD: Colac Otway Shire

(ABN: 32 430 819 755)

2 TENANT: Bush Pilot's Australia Pty Ltd trading as Apollo Bay

Aviation (ABN: 58 122 395 939

3 LAND: All that land indicated by red hatching (footprints of 2

office buildings and 2 storage sheds) on the attached plan in Appendix One forming portion of Apollo Bay

Airfield Reserve.

4 COMMENCEMENT DATE: 1 August 2018

5 TERM: Five (5) years

6 RENT: \$4,002 per annum plus GST for year 1

\$4,788 per annum plus GST for year 2

The rent will be subject to annual CPI adjustment from year 3 (inclusive) and each year for the remainder of

the term.

The Market Rent Review provisions in Schedule 2 of

this Lease will not apply.

7 PERMITTED USE: Operation of Aviation Activities

8 FURTHER TERM: Nil

9 GUARANTEED SUM: Not Applicable

10 REVIEW DATE(S): Not Applicable

11 NAME AND NOTICE Landlord:

ADDRESS: Colac Otway Shire

PO Box 283

Colac, Victoria, 3250

Tenant:

Apollo Bay Aviation 3 Telford Street

Apollo Bay, Victoria, 3233 Contact: Victor Bongiorno

12 INSURED SUM: \$20 Million

13 RESERVATION: Portion of Allotment 7F, Section 2A, Parish of

Krambruk, being Crown land temporarily reserved as a Site for an Aerodrome by Order in Council of 25 October 1966 as published in Government Gazette of 2

November 1966 page 3850.

2

Colac Otway Shire PO Box 283 14 PAYMENT ADDRESS:

Colac, Victoria, 3250

15 LANDLORD'S Nil

IMPROVEMENTS:

All buildings and internal fixtures.

TENANT'S IMPROVEMENTS:

16

SCHEDULE 2

(RENT REVIEW)

The Landlord may review the annual rent on each Review Date as follows;

- 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.
- 2 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.
- 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.
- 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's 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.
- 5 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.
- 6 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.
- 7 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.

Method of Determination:

- 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:
 - act as an expert and not as an arbitrator and his decision will be final and binding on the parties;
 - 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

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

SCHEDULE 3

FURTHER OBLIGATIONS

1. Tenants entitlement to terminate Lease

- 1.1 The Tenant (Lessee) may terminate this Lease by way of 30 days written notice if:
 - 1.1.1 The Licence associated with this Lease is terminated by the Licensor by no fault of the Licensee; or
 - 1.1.2 Scenic flights or aviation activities are no longer allowed by law to be undertaken by the Tenant (Lessee) at this location by no fault of the Tenant (Lessee).

2. Tenant operates it's aviation activities in accordance with

- 2.1 All Aviation Acts, airport policies and regulations.
- 2.2 National Airports Safeguarding Framework Principles and associated guidelines.
- 3. Council reserves the right to charge landing fees if it deems appropriate.

APPENDIX ONE

(PLAN OF LAND)

See attached

COLAC OTWAY SHIRE

LICENCE

CROWN LAND (RESERVES) ACT 1978 Section 17B

<u>THIS LICENCE</u> is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee <u>HEREBY AUTHORISES</u> the Licensee to use the licensed premises described in the Schedule for the specified purposes set out in the Schedule.

This Licence is subject to the provisions of the Crown Land (Reserves) Act 1978 and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

LICENSOR		
Signed on behalf of COLAC OTWAY SHIRE by:	6	
Chief Executive Officer (Signature)	Chief Executive Officer (Name)	
LICENSEE		
The Licensee hereby agrees to comply with the terms and conditions of this licence.		
Signed on behalf of Bush Pilot's Australia Pty Ltd, trading as Apollo Bay Aviation by:		
Director (Signature)		
,		
Director Victor Bongiorno		
Approved by:(Nam.	e) (Signature)	
(as delegate of the Minister for Energy, Environment and	1 Climate Change)	
Date:		
NOTE:		
1 This licence is not valid until it has been approved by the Minister for Energy, Environment and		

This Licence is an important document and should be stored in a secure and safe place.

Climate Change or the Minister's delegate.

In the event of loss, a replacement fee will be charged.

INDEX

SCHEDULE

LICENCE CONDITIONS

- 1 Grant
- 2 Licensee's Obligations (Positive)
 - 2.1 Licence fee
 - 2.2 Rates and Taxes
 - 2.3 Indemnity
 - 2.4 Public Liability Insurance
 - 2.5 Maintenance,
 - 2.6 Fire Protection Works
 - 2.7 Condition at Termination
 - 2.8 Notice of Defects and other matters
 - 2.9 Compliance with Law
 - 2.10 Arrears and Interest
 - 2.11 Further Conditions

3 Licensee's Obligations (Negative)

- 3.1 Use of Licensed premises
- 3.2 Create nuisance
- 3.3 Allow rubbish
- 3.4 Hazardous Chemicals
- 3.5 Assignment
- 3.6 Licensor's Entry
- 3.7 Void insurance
- 3.8 Erection of Improvements

4 General Conditions

- 4.1 Termination upon Default
- 4.2 Termination without Default
- 4.3 Ownership of Improvements
- 4.4 Licensee's Chattels
- 4.5 Licensor may remove and dispose of property
- 4.6 Licensor's Agents
- 4.7 Notices
- 4.8 Debt recovery
- 4.9 Additional Approvals
- 5 Definitions
- 6 Interpretations

APPENDIX 1 - PLAN

SCHEDULE

ITEM

1 Licence Number: DELWP Ref: 2018458

2 Licensor: Colac Otway Shire

(ABN: 32 430 819 755)

3 Licensee: Bush Pilot's Australia Pty Ltd, trading as Apollo Bay

Aviation

(ABN: 58 122 395 939)

)

4 Licensee's Address: 3 Telford Street, Apollo Bay, Victoria, 3233

5 Commencement Date: 1 August 2018

6 Term: Five (5) years

7 Licence fee: \$1500 (plus GST) per annum and subject to annual CPI

adjustment

8 Payable: Annually in advance.

9 Reservation description: Portion of Allotment 7F, Section 2A, Parish of Krambruk,

being Crown land temporarily reserved as a Site for an Aerodrome by Order in Council of 25 October 1966 as published in the Government Gazette of 2 November 1966 page

3850.

10 Licensed premises: The land indicated by grey hatching and labelled "Licence Area

1" and "Licence Area 2" on the attached plan in Appendix 1

forming portion of Apollo Bay Airfield Reserve.

11 Area: Approximately 1,572 square metres

12 Powers under which licence granted: Section 17B of the Crown Land (Reserves) Act 1978.

13 Specified Purposes: Operation of scenic helicopter and light plane flights.

14 Amount of Public Liability Insurance: \$20 Million

15 Licensor Address: PO Box 283, Colac, Victoria, 3250

16 Licence Special Conditions:

16.1 Termination of Associated Lease

Notwithstanding Clauses 4.1 and 4.2 of this Licence, if the Lease (for 2 office buildings and 2 storage sheds) associated with this licence is terminated or surrendered then this Licence will also terminate on the same date the Lease is terminated or the Lease surrender is effective.

16.2 Tenant operates it's aviation activities in accordance with:

- a) all Aviation Acts, policies and regulations, and
- b) National Airports Safeguarding Framework Principles and associated guidelines.
- 16.3 Council reserves the right to charge landing fees if it deems appropriate.

LICENCE CONDITIONS

1 Grant

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed premises or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 Licensee's Obligations (Positive)

The Licensee Hereby Covenants with the Licensor that during the term the Licensee will:-

2.1 Licence fee

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address shown in Item 15 of the Schedule or as advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

2.2 Rates and Taxes

- 2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed premises.
- 2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes.
- 2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 Indemnity

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed premises, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.4 Public Liability Insurance

A public liability insurance policy over the premises (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 14 of the Schedule), which is endorsed (as follows), to note:

'the Committee of Management, the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water & Planning, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Crown (and others above mentioned), and is limited to the amount shown in Item 14 of the Schedule for any one occurrence.'

2.5 Maintenance

- 2.5.1 Throughout the term keep the licensed premises in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed premises after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will:-
 - 2.5.1.1 Keep the licensed premises free of pest animals and weeds;
 - 2.5.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.6 Fire Protection Works

Undertake all fire protection works on the licensed premises required by law to the satisfaction of the Licensor and the responsible fire Authority

2.7 Condition at Termination

On expiry or prior determination of this Licence return the licensed premises to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

2.8 Notice of Defects and other matters

- 2.8.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed premises and of any circumstances likely to cause any damage risk or hazard to the licensed premises or any person on it;
- 2.8.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed premises and full details of the circumstances of it;
- 2.8.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.8.2 with which the Licensee is required to comply; and
- 2.8.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.8.2 as the Licensor deems expedient.

2.9 Compliance with Law

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed premises and all lawful orders or direction made under them;

2.10 Arrears and Interest

- 2.10.1 Pay to the Licensor: 2.10.1.1 on any
 - on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the *Penalty Interest Rates Act 1983* computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
 - 2.10.1.2 on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed premises, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Special Conditions (if any) contained in Item 16 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee Hereby Covenants with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed premises

Use the licensed premises for any purpose other than the specified purpose referred to in Item 13 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Create nuisance

Do nor cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed premises or to use any land in the vicinity or to occupiers of properties adjoining the licensed premises.

3.3 Allow rubbish

Permit any rubbish to accumulate in or about the licensed premises.

3.4 Hazardous Chemicals

Keep any hazardous materials on the premises without the Licensor's written consent save a reasonable quantity of any hazardous material which is normally used in any specified purpose actually carried on in or upon the premises and which is kept in compliance with the requirements of any authority charged with regulating the keeping of it.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed premises or any part of it.

3.6 Licensor's Entry

- 3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed premises either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-
 - 3.6.1.1 retaking or attempting to retake possession of the licensed premises;
 - 3.6.1.2 inspection; o
 - 3.6.1.3 any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurances relating to the licensed premises becoming void or voidable or which might increase the premium on any insurance.

3.8 Erection of Improvements

Erect or permit the erection of any improvement on the licensed premises without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 General Conditions

4.1 Termination upon Default

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

4.2 Termination without Default

- 4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may with the approval of the Minister by giving to the Licensee at least 30 days written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.
- 4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.
- **4.2.3** The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.
- **4.2.4** Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 Ownership of Improvements

The Licensee acknowledges that all buildings and structures on the licensed premises at the date of commencement of this Licence and all new structural works (except for any Licensee's trade fixtures or fittings) and any additions or modifications to the existing or new buildings and structures carried out during the term of this Licence are and remain the property of the Licensor.

4.4 Licensee's Chattels

- **4.4.1** Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.
- 4.4.2 On the cancellation or expiration of the Licensee the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed premises and forthwith make good all damage caused to the licensed premises by the affixing, retention or removal of Licensee's chattels to the satisfaction of the Licensor.
- 4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under subclause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.5 Licensor may remove and dispose of Licensee's chattels

If the Licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.4.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.6 Licensor's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.7 Notices

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this License shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.8 Debt recovery

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

4.9 Additional Approvals

If the Licensor is a Committee of Management or Trustees the approvals required in Conditions 3.1 and 3.8 shall be read to mean the Licensor and the Secretary or delegate.

5 Definitions

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"commencement date" means the date described in Item 5 of the Schedule and is the first day of the term;

"Crown" means the Crown in right of the State of Victoria and includes the Licensor and each employee and agent of the Crown or the Secretary;

"Department" means the Department of Environment, Land, Water & Planning or its successor in law;

"GST" means a goods and services tax within the meaning of the A New Tax System (Goods and Services Tax)
Act 1999.

"hazardous chemical" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

"improvement" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"licensed premises" means the land and structures described in Item 10 of the Schedule;

"Licence fee" means the licence fee described in Item 7 of the Schedule as varied during the term;

"Licensee" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee:

"Licensor" means the Trustees or Committee of Management appointed by the Minister to manage the reserved land described in Item 9 of the Schedule or if there are no Trustees or Committee of Management means the Secretary to the Department of Environment, Land, Water & Planning or a person or class of person authorised by the Secretary to grant licences under Section 17B of the Crown Land (Reserves) Act 1978;

"Minister" means the Minister of the Crown for the time being administering the Crown Land (Reserves) Act 1978:

"person" includes a body corporate as well as an individual;

"pest animals" has the same meaning as in the Catchment and Land Protection Act 1994;

"rates and taxes" means all existing and future rates (including water by consumption and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed premises or the Licensor or the Licensee or payable by the owner or occupier of the licensed premises;

"schedule" means the schedule to this Licence;

"Secretary" means The Secretary to the Department of Environment, Land, Water & Planning, the body corporate established under the Conservation, Forests and Lands Act 1987;

"sign" includes names, advertisements and notices;

"soil" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"term" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"weeds" include noxious weeds within the meaning of the Catchment and Land Protection Act 1994, and prescribed flora within the meaning of the Flora and Fauna Guarantee Act 1988;

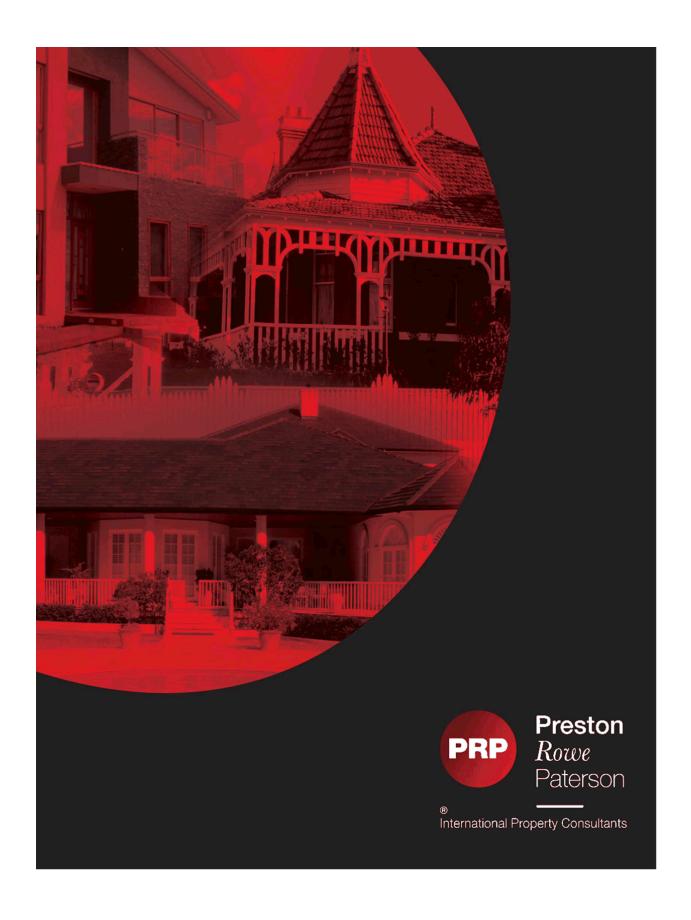
"writing" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 Interpretations

- 6.1 A reference importing the singular includes the plural and vice versa.
- 6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.
- 6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.
- References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.
- 6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.
- 6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

APPENDIX 1 – PLAN

(attached separately)



Preston Rowe Paterson is one of Australia's most experienced and well-regarded property services companies with expertise across the full spectrum of property classes.

Specialising in valuation, advisory and property management, we provide value added and risk adverse solutions to a wide range of property decision makers including; owners, investors and tenants.

Above all else we believe that our people are our most important asset. Our team prides itself on its integrity, honesty and transparency.

Our services include:

Real Estate investment valuation
Real Estate development valuation
Property consultancy & advisory
Transactionadvisory
Property & asset management
Listed fund, property trust advisors
Super fund and syndicate advisors
Plant and machinery valuation
General insurance valuation
Property market research

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



Preston Rowe Paterson South West Victoria Rating

ABN: 27 140 531 193

71 Kepler Street Warrnambool VIC 3280

Phone: 61 35561 3217 Fax: 61 35562 9118

Email: warrnambool@prp.com.au

Web: www.prp.com.au

Director(s)

Gareth Kent AAPI CPV #63378 M 0413407820 E Gareth.Kent@prp.com.au

Stuart McDonald AAPI CPV 63228 M 0405266783

E stuart.mcdonald@prp.com.au

Liability limited by a scheme approved under Professional Standards Legislation

Preston Rowe Paterson

TABLE OF CONTENTS

1	Executive summary	
2	Client/Instructing Party	3
3	Instructions	3
4	Date of Valuation	3
5	Critical Assumptions	4
6	Photographs	5
7	Location	6
8	Title Details	7
9	Land Description and Access	8
10	Planning	10
11	Improvements	11
12	Lease Summary	12
13	Lease/Licence Evidence	13
14	Valuation Approach & Methodology	15
15	Valuation Definitions	15
16	Goods and Services Tax Approach	15
17	Terms and Conditions	16
18	Market Value	21
19	Valuer Signatories	21
App	pendix A Instructions	22
Appendix B Survey Plan		
App	pendix C Planning Report	25

1 Executive Summary

** Amended 24/05/2018 in light of further leasing evidence.

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

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

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

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



Property Address: Apollo Bay Aviation/45 Telford Street, Marengo, VIC 3233

 Date of Inspection:
 17/05/2018

 Date of Valuation:
 17/05/2018

Instructing Party/Client: Colac Otway Shire

Client Reference: 45 Telford St (Apollo Bay Airfield)

Instructions: Instructions have been received from Jade Thomas,

Strategic Property Coordinator, Colac Otway Shire on $11^{\rm lh}$ May 2018 to assess the Rental Value for the following

tenures-

1 x Lease (2 x office buildings and 2 x storage sheds)

1 x Licence (land area of 1,572m²)

Preston Rowe Paterson

Executive Summary

Purpose of Valuation:Lease and Licence Negotiation Purposes and for no other

purpose.

Interest Valued: Leasehold subject to critical assumptions as noted in the

report.

Property Type: Apollo Bay Airfield

Property Description: The proposed Lease comprises a main office/sales building,

an office/storage building and two metal deck storage sheds. Building areas for each component are as follows:-

Office/sales: 31m² Office/storage: 24m² Shed 1: 18m² Shed 2: 20m²

The proposed Licence comprises vacant land formed within two separate sections of the airfield, comprising a total area of 1,572m². The licence area is irregular in shape and level in surface contour.

We have included a survey plan in the appendices of this report, detailing the proposed lease and licence areas.

The proposed lease and licence areas are situated within the Apollo Bay Airfield, located approximately 2.5 kilometres south of the Apollo Bay town centre. The Airfield has run as a scenic helicopter and plane tourist attraction for many years.

Title Details: Title details have not been provided with our instructions.

Zoning: Special Use Zone – Schedule 1

Basis of Valuation Market Lease Value on the basis of the supplied proposed

tenures.

Valuation Approach Direct Comparison Approach

Lease Value: \$4,650 per annum Excluding GST

Licence Value: \$1,550 per annum Excluding GST

Critical Assumptions: See Section 5

Valuer:

Signature of Valuer on behalf of PRP South West Victoria Rating

Chris Bradshaw, CPV AAPI 101485

Signature of Check Valuer/Director on behalf of

PRP South West Victoria Rating Leslie Speed, CPV AAPI 62337

2 Client/Instructing Party

Instructing Party Client: Colac Otway Shire

Client Reference: 45 Telford St (Apollo Bay Airfield)

3 Instructions

Date of Instruction: 11/05/2018

Property Address: Apollo Bay Aviation/45 Telford Street, Marengo, VIC 3233

Interest to be Valued:

Basis of this Valuation:

Market Lease Value on the basis of the supplied proposed tenures.

Purpose of Valuation:

Lease and Licence Negotiation Purposes and for no other purpose.

Instructions: Instructions have been received from Jade Thomas, Strategic

Property Coordinator, Colac Otway Shire to assess the Rental Value for the following tenures—

1 x Lease (2 x office buildings and 2 x storage sheds)

1 x Licence (land area of 1,572m²)

Please see appendices for a copy of our instructions

4 Date of Valuation

Date of Valuation: 17/05/2018
Date of Inspection: 17/05/2018

5 Critical Assumptions

This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value.

In accordance with the provisions of our Professional Indemnity Insurance we advise that all valuations are only valid for three (3) months from the date of valuation, no responsibility being accepted for client's reliance upon reports beyond that period. Accordingly, any parties authorised to rely upon this opinion should be aware for the need of a review if necessary.

While all reasonable endeavours have been made to clarify the accuracy of the information provided, it is assumed that the information provided by the instructing party consists of a full and frank disclosure of all information that is relevant.

Information supplied and utilized in the assessment of value includes:

- In the case of advice provided in this report, we must emphasize that specific
 assumptions have been made which appear reasonable based upon current market
 sentiment and forecasts. It follows that any one of the associated assumptions may
 change over time and no responsibility can be accepted in this event. The value
 performance indicated herein is an assessment of the potential value trend and should
 not be viewed as absolute certainty.
- That the land is not subject to any encroachments or onerous restrictions on use or enjoyment.
- That the land does not require any contamination remediation works.
- That the building has been constructed in accordance with law and is not subject to any structural design defects or pest infestation.
- That all structural improvements on the land are wholly within the Title boundaries.
- That the property is unaffected by any road alteration proposals.
- That we have been provided with all information about the property known to the client, which might reasonably be expected to affect its valuation.
- We note that the Valuer is not an expert in Occupational Health and Safety matters; however, we can confirm that no matters of an obvious nature were revealed from our onsite inspection of the subject property.
- In the course of this valuation we have relied upon third party provided information which we have assumed to be correct.
- That the denoted licence area as provided with our instructions has been relied upon as true and correct.
- That the permitted use is the property's highest and best use;
- That the terms of the proposed lease and licence are correct and can be relied upon
 in our assessment herein.
- Our assessment of the annual licence fee has been made by way of general reference only to the International Valuation Standards (IVS) 2017 definition of Market Rent which is consistent with the definition adopted by the Australian Property Institute (API);
- Unless specified, pertinent licence and ground lease evidence is provided on a net of outgoings and GST Exclusive basis.

4

6 Photographs









Office/storage



Shed 1



Shed 2

Licence area



7 Location

Physical Location:

The subject property is located on the northern side of Telford Street, approximately 2.5 kilometres south of the Apollo Bay town centre.

Apollo Bay and the neighbouring area of Marengo is a coastal town situated approximately 150km south-west of Melbourne on the Great Ocean Road and having a population of approximately 1,800 residents. The township provides all necessary local services and amenities, with further services situated in Geelong and Colac which are within driving distance.

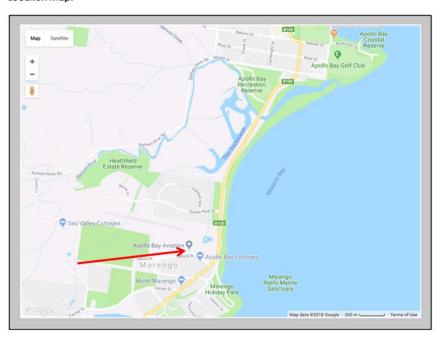
Surrounding Development:

Surrounding development includes residential development and the Marengo Flora Reserve.

Proximity to Amenities:

AMENITY	DISTANCE	DESCRIPTION
Schools	3.5 kilometres	Apollo Bay P-12 College
Recreation Facilities	1.5 kilometres	Apollo Bay Recreation Reserve
Local Shops	2.5 kilometres	Apollo Bay town centre
Regional Shops	50 kilometres	Colac
Public Transport	400 metres	Harrison St/Marengo Crst bus stop
Road Linkages	200 metres	Great Ocean Road

Location Map:



8 Title Details

Title details have not been provided with our instructions. Title details have been sourced from third party websites.

DESCRIPTION	CROWN ALLOTMENT	SECTION	PARISH
Title 1	7F	2A	Krambruk
Registered Proprietor:	We have been advise Colac Otway Shire Co		Crown owned land, with the ttee of Management.

Nil known

Title & Encumbrances

Encumbrances:

This valuation has been prepared on the understanding that no notations encumbrances, easements, rights of way or encroachments exist by or on the subject property which effect the Valuation or Valuation Services. If this is not the case We reserve the right to reconsider our valuation findings herein.

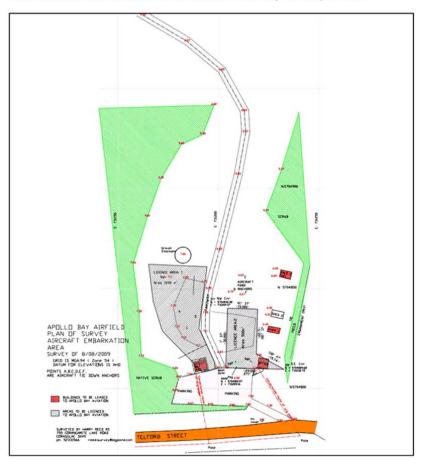
9 Land Description and Access

Site Description and Area:

The land subject to the proposed Lease is formed within the building envelope of the office/sales building, office/storage building and two metal deck storage sheds. The Leased area is hatched in red on the below survey plan.

The land subject to the proposed Licence is irregular in shape, level in surface contour, comprising two separate sections of the airfield, with a total area of 1,572m². The licenced area is hatched in grey on the below survey plan.

The dimensions and areas can be obtained from the Survey Plan, as per below-



Site Identification:

We have positively identified the subject from our physical inspection, with reference to cadastral mapping and survey plan provided with our instructions.

Site Comments:

The land forming part of this valuation is comprised within the Apollo Bay Airfield, with the lessee/licensee holder benefiting from ancillary improvements including a gravel carpark and runway.

Roads:

Telford Street at this location comprises a gravel road with gravel shoulders and crossovers.

Access

Access to the property is via a gravel crossover off Telford Street.

Services:

Services connected to the site include electricity, town water, sewerage, and telephone.

Site Contamination:

There were no obvious signs of site contamination as at the time of inspection. We make the critical assumption that the land contained within the licenced area is free from soil contamination.

Site Description - Environmental Risks

You acknowledge that We have endeavoured to comment on all areas of Environmental concern based on Our superficial inspection of the property. An actual environmental audit may reveal matters that affect Our valuation herein that were not readily discernible at the time of inspection. In such an event, We reserve the right to reconsider our Valuation figure herein;

You acknowledge and recognise that We are not expert in identifying environmental hazards and compliance requirements affecting properties. We have, however, endeavoured to superficially identify all matters of environmental concern and the effect they might have on the value of the property. However, We will not be held liable nor responsible for any failure to identify all such matters of environmental concern and the impact, which any environmental related issue has on the property and its value including loss arising from site contamination; or the noncompliance with any environmental laws; or costs associated with the clean-up of a property in which an environmental hazard has been recognised, including action by the relevant Environmental Protection Authority to recover clean-up costs pursuant to the relevant Environmental Protection Act.

10 Planning

Planning details, which we have obtained from our online enquiries, are summarised as follows:-

Local Government Area: Colac Otway Shire

Zoning: Special Use Zone – Schedule 1
Planning Scheme: Colac Otway Planning Scheme

Planning Scheme Overlays: Airport Environs Overlay Schedule (AEO2)
Bushfire Management Overlay (BMO)

Erosion Management Overlay – Schedule 1 (EMO1)

Land Subject to Inundation Overlay (LSIO)

Significant Landscape Overlay - Schedule 3 (SLO3)

Permissible Land Uses: To allow for a range of airport related facilities in

accordance with a concept plan to be submitted.

Land Use Conformity: Conforms with the zoning

Development Consents: We have not been provided with a copy of any Planning

Permits for the subject property; We are unaware of any active planning permits issued for the subject property; We reserve the right to review our assessment if this is found not

to be the case.

Heritage Notations: We have perused the database and note that the subject

property is not listed as a property of significance.

Zoning Map:



Planning

You acknowledge that information has been obtained from the Department of Environment, Land, Water and Planning Website and this valuation is issued on the understanding that such information is correct. The Planning information should be checked by you by the obtaining of the relevant certificate from the Planning Consent Authority. We will not assume any liability or negligence for our reliance on the Local Authority's advice or information obtained from its web site.

11 Improvements

General Description:

The proposed Lease comprises a main office/sales building, an office/storage building and two metal deck storage sheds. Internal access to the office/storage building and two sheds were not made available at the date of inspection. We have assumed internal condition to be of an average standard, consistent with the external condition.

The proposed Licence is void of structural improvements.

Floor Areas:

The approximate building areas are as follows: -

DESCRIPTION	AREA (m2)
Office/sales	31m²
Office/storage	24m²
Shed 1	18m²
Shed 2	20m²

Style and Design:

Conventional for its current use.

Construction:

Construction of the each of the improvements is summarised as follows:-

CONSTRUCTION TYPE	Office/sales	Office/storage	Shed 1	Shed 2
Floor	Concrete/Vinyl floor	Concrete	Concrete	Concrete
External Walls	Weatherboard	Cement sheet	Metal deck	Metal deck
Windows	Timber	Timber	Nil	Nil
Roofing	Metal	Metal	Metal	Metal
Internal Linings	Plasterboard	Not sighted	Not sighted	Not sighted

Accommodation:

Accommodation of the main office/sales building comprises an open foyer area and partitioned office.

Condition:

Office/Sales – Good Office/storage and two sheds – Average.

12 Lease Summary

A summary of the proposed tenures as provided with our instructions are as follows:-

TENANCY SCHEDULE	45.7 1/2 1.01 1.1 11.0	45.7 16. 4.01. 4.4. 11.0
Premises:	45 Telford Street Apollo Bay - Lease (2 x office buildings and 2 x storage sheds)	45 Telford Street Apollo Bay - Licence (land area of 1,572m²)
Occupancy Status:	Lease	Licence
Tenant:	Apollo Bay Aviation (Coojar Lane PTY Ltd) Victor Bongiorno	Apollo Bay Aviation (Coojar Lane PTY Ltd) Victor Bongiorno
Term:	5 years	5 years
Rent:	\$3,500 Per Annum plus GST	\$157 Per Annum excluding GST
Rent Reviewed Annually:	Reviewed as per CPI% increase	Reviewed as per CPI% increase
Options:	Nil	Nil
Maintenance:	100% Tenant	100% Tenant
Rates, Utilities, fees:	100% Tenant	100% Tenant
Leased Area:	See lease plan, hatched in red - 2 x office buildings and 2 x storage sheds	See lease plan, hatched in grey
Purpose:	To operate scenic helicopter and light plane flights around the local area for tourists	To operate scenic helicopter and light plane flights around the local area for tourists
Special Conditions:	a) The Lease may be terminated by the Lessee by way of written notice, with 30 days i) If the Licence is terminated by the Lessor by no fault of the Licensee ii) If scenic flights or aviation activities are no longer allowed by the operator or in this location by no fault of the Lessee	All aviation laws and regulations area adhered to.
Councils Obligations:	-	Council maintains the grounds to a suitable standard (includes grass and tree maintenance)

Net Lease Recovery: A net lease implies that the tenant pays a percentage of total outgoings wherein the percentage is based on the lettable area occupied (gross lettable or net lettable area as is appropriate) over the total lettable area for the entire building.

13 Lease/Licence Evidence

Leasing Evidence:

Ground Leases, which we have considered, is summarised below: -

Lease Start/Renewal	Address	Tenant	Lease Term	Consideration		
Ongoing	Hangar 16 Lockheed	Private Tenant	Ongoing	(p.a. net) \$5,428		
Description: Con	Drive, Albury norises a ground lease	within the Albuny Ai	irport for a banaar	with an area of		
835m ² , reflecting		WITHIT THE ALDOTY A	ipor for a narigar	, will all alea of		
Ongoing	Hangar 18 Lockheed Drive, Albury	Private Tenant	Ongoing	\$7,646		
Description: Con 1,593m ² , reflectin	nprises a ground lease	within the Albury Ai	irport for a hangar	, with an area of		
Ongoing	Hangar 32 Lockheed	Private Tenant	Ongoing	\$3,744		
Description: Con	Drive, Albury nprises a ground lease	within the Albury Ai	irport for a hangar	, with an area of		
576m², reflecting		Private Tenant	0	6557		
Ongoing	Hangar 2, 1260 Bridgewater Lakes Road, Portland	Private lenant	Ongoing	\$557		
Description : Con 135m ² , reflecting	nprises a ground lease	within the Portland A	Airport for a hanga	r, with an area of		
Ongoing	Hangar 4, 1260	Private Tenant	Ongoing	\$738		
	Bridgewater Lakes Road, Portland					
	nprises a ground lease	within the Portland A	Airport for a hanga	r, with an area of		
180m ² , reflecting Ongoing	Hangar 5, 1260	Private Tenant	Ongoing	\$803		
	Bridgewater Lakes Road, Portland					
	nprises a ground lease	within the Portland A	Airport for a hanga	r, with an area of		
182m², reflecting 2004	\$4.41/m². Aerodrome Road,	Beaufort Gliding	30 years	\$1,900		
	Parwan	Club				
Description: Cor located within th	mprises a ground lease le Bacchus Marsh Airpor	for an office build t. having a total area	ing and aeroplane a of 466m², reflectin	e storage hangar na \$4/m².		
2008	Aerodrome Road,	TVSA Pilot	Ongoing	\$5,220		
Description: Cor	Parwan mprises a ground lease	Training for an office build	ing and aeroplane	e storage hangar		
	e Bacchus Marsh Airpor Aerodrome Road,					
Oligoling	Parwan	riivale lelialii	Oligonia	\$750		
	nprises a ground lease effecting \$5.14/m ² .	within the Bacchus	Marsh Airport for a	hangar, with an		
Ongoing	Aerodrome Road, Parwan	Private Tenant	Ongoing	\$630		
	Description: Comprises a ground lease within the Bacchus Marsh Airport for a hangar, with an area of 136m ² , reflecting \$4.63/m ² .					
2016	Henty Street,	Portland Football	Ongoing	\$14,000		
	Portland	Club (Land) – Licence Fee				
	Description: Licence between the Glenelg Shire and the Portland Football & Netball Club for all of the land under buildings of 4.28 hectares, reflecting 0.32/m². Public Park and Recreation					
of the land und Zoned,	der buildings of 4.28 he	ectares, reflecting 0	.32/m². Public Park	and Recreation		

Improved Leases, which we have considered, is summarised below: -

Lease Start/Renewal	Address	Tenant	Lease Term	Consideration (p.a. net)	
Ongoing	Gipps Street, Port Fairv	Port Fairy Yacht Club	Ongoing	\$1,200	
an allotment of	building comprises a de 2,900m ² . The current rer Recreation Zoned.	tached weatherboo			
Ongoing	Breakwater/Viaduct		Ongoing	\$1,000	
a large allotmer	Road, Warrnambool building comprises a de nt, part of a reserve. The and zoned: Public Park of	tached masonry blo e current rental per	annum is \$1,000 r		
July 2016	547 Corangamite	Unknown	Ongoing	\$10,660	
	Lake Road, Cororooke				
total lettable are	nprises an industrial proper of 465m ² . The propert lects a rate of \$23/m ² .				
Nov 2016	12-16 Molesworth	Unknown	10 years	\$10,400	
	Street, Birregurra Description: Comprises an industrial shed with a lettable area of 400m². The property is located within a small township of Birregurra. Building area reflects a rate of \$26/m².				
Jul 2017	3 Oak Avenue,	Wes Robbins		\$13,520	
The same of the sa	Apollo Bay mprises an industrial sh Apollo Bay. Building are			located within an	
Jan 2015	11 Moore Street,	SLM Law	2 years	\$20,225	
	Apollo bay imprises a concerted office of 122m² reflects a rate		d within a centra	I position of Apollo	

Rationale:

The valuer explicitly highlights that leasing and licence evidence of similar office/storage accommodation and vacant land similar to that of the subject property are difficult to ascertain, and are usually not transparent being generally negotiated between private parties. As such the evidence provided is considered the most relevant available to us.

With regards to the proposed Lease across the subject property, we refer to the above-mentioned improved lease evidence, which reflects a dollar value range of \$1,000 per annum to \$20,225 per annum and an analysed building area rate range of \$8.33/m² to \$166/m². The upper bounds of this range comprises a standalone office premises located within a superior location of Apollo Bay, while the lower bounds comprises yacht club buildings providing less utility to the subject. Taking into consideration all pertinent factors, including the size and accommodation of the proposed leased areas, we consider an appropriate building rate to fall towards the mid to lower bounds of this range. As such, we have adopted a rate of \$50/m² for the proposed lease building area.

With regards to the subjects proposed Licence, we note the aforementioned pertinent ground lease evidence, which shows a dollar value range of \$557 per annum to \$14,000 per annum and an analysed land area rate range of \$0.32/m² to \$7.46/m². Given that many of these leases are on an ongoing basis, they are considered to show some similarity in regards to tenure as the subject proposed licence. Taking into consideration the utility and size of the subjects Licenced area, as well as regional location, we would expect a Licence land value rate to be towards the lower end of the range provided above. After reviewing the pertinent evidence, and taking into consideration all pertinent factors, we have adopted a rate of \$1/m² for the proposed Licence area herein.

14

14 Valuation Approach & Methodology

Introduction:

In assessing the Lease and Licence value of the subject, assuming the permitted use is the highest and best use, we have utilised the Direct Comparison Approach as our primary valuation approach.

Direct Comparison Approach:

To consider our valuation of the subject property using this approach we have had regard to the individual characteristics of the subject property relative to our analysis of the available market evidence.

45 Telford Street Apollo Bay - L	.ease (2 x offi	ce build	dings and 2 x	storage sheds)
Building area	93m²	@	\$50	\$4,650
For practical purposes adopt				\$4,650

45 Telford Stree	et Apollo Bay - L	icenc	e (land area	ı of 1,572m²)
Land area	1,572m²	@	\$1	\$1,572
For practical purposes adopt				\$1,550

15 Valuation Definitions

MARKET RENT is the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.¹

The definition provided is pertinent to the term Market Rent as per Standards. Our assessment of the **Market Licence Fee** has been made by way of general reference only to the International Valuation Standards (IVS) 2017 definition of Market Rent which is consistent with the definition adopted by the Australian Property Institute (API);

16 Goods and Services Tax Approach

We explicitly highlight that our assessment herein is exclusive of GST.

PRP Ref: 729013 Apollo Bay Aviation/45 Telford Street, Marengo. VIC 3233

¹ As defined by the International Valuation Standards 2017

17 Terms and Conditions

Explanation

- The following terms and conditions are the standard terms and conditions that apply to all Valuations or the Valuation Services or consultancy services and Services provided by Preston Rowe Paterson South West Victoria Rating
- These terms and conditions form part of the appointment of Preston Rowe Paterson South West Victoria Rating by the Client to provide the Services.
- Preston Rowe Paterson South West Victoria Rating and its valuers are members of a Limited Liability Scheme in the meaning of the Professional Standards Act 1994.
- The Valuation and all Valuation Services are provided by Preston Rowe Paterson South West Victoria Rating subject to these Terms and Conditions;

Definitions

- The following definitions apply to these Terms and Conditions and the provision of our Valuations, Valuation Services and Services:-
 - "Client" shall mean Colac Otway Shire
 - 'Confidential information' means information that:
 - (a) Is by its nature confidential;
 - (b) Is designated by Us as confidential;
 - (c) You know or ought to know is confidential; and
 - (d) Includes, without limitation:
 - (i) Information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services; and
 - (ii) The Quotation which We have provided to You.
 - 'Date Of Valuation' means, in relation to any Valuation, Valuation Services, Services or consultancy services or advice, the date of preparation of our report or the specific date as at which our opinions are stated to apply (the Relevant Date).
 - 'Director' means a Director noted on the Australian Securities and Investment Companies (ASIC's) records for Preston Rowe Paterson South West Victoria Rating
 - 'Fee' means the amount agreed to be paid for the Services by You as set out in the Quatation.
 - 'Limited Liability Scheme' means a scheme pursuant to the Professional Standards Legislation in the State of Victoria
 - 'Parties' means You and/or Us as the context dictates.
 - 'Quotation' means the written quote provided by Us in relation to the Services.
 - 'Relevant Date' means the specific date that our opinion is stated to apply where we are instructed to value at a specific date other than the date of inspection.

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

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

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

"Valuer" means the individual valuer that has undertaken the valuation or valuation services:

'We', 'Us', 'Our (s)' means Preston Rowe Paterson South West Victoria Rating, our employees, contractors, servants and agents;

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

Quotation

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

Your Obligations

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

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

- 17. You agree that every right, immunity, exemption and limitation or liability in these terms and conditions shall continue to have its full force and effect in all circumstances notwithstanding any breach of contract or the Terms and Conditions hereof by Us or any person entitled to the benefit of these Terms and Conditions;
- 18. You agree that if any provision or any part of a provision hereof is unenforceable for any reason whatsoever, such unenforceability shall not affect any other part of such provision or any other provision of these Terms and Conditions;
- 19. You will only use the valuation or valuation services for the specific purpose stated by us. You agree that you will not use the valuation or valuation services for any other purpose, unless you have our expert's written consent to do so.

Intellectual Property

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

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

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

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

- 22. We are providing You with our professional opinion as valuers. Our opinion is usually provided by way of a valuation report. That report will set out a number of important qualifications, assumptions and conditions precedent which We may need to make, in addition to these Terms and Conditions, relative to the circumstances of the particular property or properties (real or personal property) under consideration.
- 23. You agree to read these qualifications, assumptions and conditions precedent carefully, and understand that if the assumptions that we have made or relied on are circumstances that do not prevail or eventuate, or are found later to be inaccurate, Our opinion as to value may be materially different. You agree to solely bear the risk in relation to any loss you might suffer, should this occur.
- 24. The qualifications, assumptions, and conditions precedent that We make will usually depend on the circumstances of the property being valued and are made in relation to matters that We do not have expertise to verify or We cannot verify information provided to Us within the time required to complete the valuation. These will be set out in detail in the Valuation, Valuation Service report or Services report that We provide to You.

These qualifications, assumptions and conditions precedent typically will relate to:-

(a)Land contamination and environmental risk:(b)Town Planning Information;(c)Town Planning and Development Controls and Consents;(d)Title including Notifications on Title such as Easements, Caveats, Restrictions and other dealings;(e)Building Areas;(f) Building Structural Integrity;(g)Building Compliance with the Building Code of Australia;(h) Pest Infestation;(i) Leases, Licences and Tenancies;(j) Strata Title Certificates;(k) Plant and Equipment within Buildings;(l) The veracity of and sources of Sales and Letting Information and Transaction Data;(m) The nature of forecasting, future value assessment and discounted cash flow analysis; (n) The basis of Value where access to the property is restricted; and (o)Whether or not the property has been completed where a development.

26. You agree that we will include property specific qualifications, assumptions and conditions precedent within Our reports as circumstances require. Furthermore You agree that it is Your responsibility to carefully read and consider these qualifications, assumptions and conditions precedent and discuss them with Us if they cause You any concern.

Pecuniary Interest

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

Executive Summary

28. Our executive summary in Our Valuation or Valuation Services Report must be read in context of and in conjunction with the full valuation report of which this executive summary forms part. All comments, terms and conditions contained in the full valuation report and Quotation relate directly to this Executive Summary.

Expert Witness Services for litigation

If you retain us to provide services as an expert for any litigation, whether that be for a court or tribunal, you will provide us with a copy of the relevant rules that apply to expert witness reports and testimony. Those rules will take precedence over these terms and conditions in the event of any inconsistency, noting that:

- a) Court rules usually oblige an expert witness to acknowledge that their duty is solely to assist the court in resolution of the dispute
- b) Any expert witness that is considered to be acting as an advocate (rather than an independent expert) can be held liable for contempt of court; and

An expert acting pursuant to the rules of the court or tribunal is immune from any claim for damages, given that our sole duty is to the court and not the client that engages us.

18 Market Value

We are of the opinion that the Lease and Licence Value of Apollo Bay Aviation/45 Telford Street, Marengo, VIC 3233 is as follows:-

Lease Value: \$4,650 per annum

Licence Value: \$1,550 per annum

as at the date hereof and subject to:-

- 1. The assumption that the valuation figures herein is Exclusive of Goods and Services Tax;
- 2. The property having vacant possession as at the date of valuation;
- 3. The comments contained herein; and
- 4. The terms and conditions contained herein.

19 Valuer Signatories

Reliance on this report should only be taken upon sighting the original document that has been signed by the Valuer and counter signed by a director of Preston Rowe Paterson South West Victoria Rating. The counter signatory verifies that this report is genuine, is issued and endorsed by Preston Rowe Paterson South West Victoria Rating. The opinion of value expressed in this report, however has been arrived at by the valuer whom has undertaken the valuation in accordance with the instructions given.

Signature of Valuer on behalf of PRP South West Victoria Rating Chris Bradshaw, CPV AAPI 101485 Signature of Check Valuer/Director on behalf of PRP South West Victoria Rating Leslie Speed, CPV AAPI 62337

Appendix A Instructions

----Original Message----From: Jade Thomas < Jade. Thomas@colacotway.vic.gov.au> Sent: Friday, 11 May 2018 11:22 AM To: Les Speed < les.speed@prp.com.au> Cc: Mark McLennan < Mark.mclennan@colacotway.vic.gov.au> Subject: 45 Telford St, Apollo Bay (Marengo Airfield) Hi Les, Could we please request a rental valuation for the proposed attached tenures 1 x Lease 1 x Licence * Term's attached. * Owned by CROWN * Council is Committee of Management. * Commercial Lease. Current Licensee is Victor Bongiorno (I've notified tenant) Apollo Bay Aviation. 0407 306065 I'll send through the PO asap. You should be able to assess without gaining access to the buildings. Let me know if there's anything else you need. Kind Regards Jade -----< HP TRIM Record Information >-----Record Number: D18/19330 Title : Apollo Bay Airfield Lease & Licence - Minister's Request Feb2018

Danielle Ciuffetelli

From: Jade Thomas < Jade. Thomas@colacotway.vic.gov.au>

Sent: Friday, 23 February 2018 9:59 AM To: Tim.ONeil@delwp.vic.gov.au

Cc: Jacqueline Giezen

Subject: Apollo Bay Airfield Lease & Licence - Minister's Request

Attachments: APOLLO BAY AVIATION.PDF

Hi Tim,

Council would like to request for the Minister or it's delegates approval for Colac Otway Shire to enter into a Lease and Licence Agreement with Apollo Bay Aviation (Coojar Lane PTY Ltd) and the Proprietor is Victor Bongiorno.

The proposed tenure and terms are as follows;

Lease

Tenure: Lease Term: 5 years

Rent: \$3500 Per Annum plus GST

Rent Reviewed Annually Reviewed as per a CPI% increase Nii

Options:

Maintenance: 100% Tenant Rates, utilities, fees: 100% Tenant

Purpose: To operate aviation activities

Leased Area: See lease plan, hatched in red - 2 x office buildings and 2 x storage sheds.

Purpose: To operate scenic helicopter and light plane flights around the local area for tourists. Special Conditions: a) The Lease may be terminated by the Lessee by way of written notice, with 30 days 1)

if the License is terminated by the Lessor by no fault of the Licensee. ii) if scenic flights or aviation activities are no longer allowed by the operator or in this location by no fault of the Lessee.

Licence

Tenure: Licence Term: 5 years Rent: \$157 PA excl GST

Rent Reviewed Annually Reviewed as per a CP1% increase

Options: Nil Maintenance: 100% Tenant

Rates, utilities, fees: 100% Tenant Licence Area: See lease plan, hatched in grey.

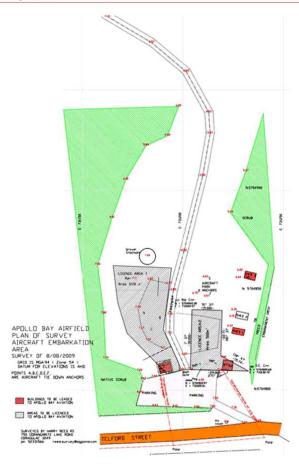
To operate scenic helicopter and light plane flights around the local area for tourists.

Special Conditions: All aviation laws and regulations are adhered to.

Council's obligations: Council maintains the grounds to a suitable standard (includes grass and tree

maintenance).

Appendix B Survey Plan



Appendix C Planning Report

Department of Environment, Land, Water and Planning

Planning Property Report

www.planning.vic.gov.au on 16 May 2018 09:38 AM

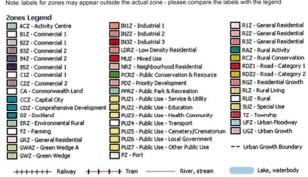
Address: 45 TELFORD STREET MARENGO 3233 Crown Description: Allot. 7F Sec. 2A PARISH OF KRAMBRUK Local Government (Council): COLAC OTWAY Council Property Number: 22194 Directory Reference: VicRoads 519 S10

Planning Zone

SPECIAL USE ZONE (SUZ)
SPECIAL USE ZONE - SCHEDULE 1 (SUZ1)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend



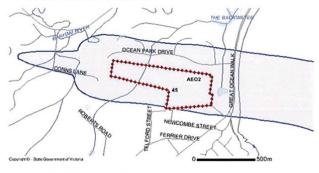
Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

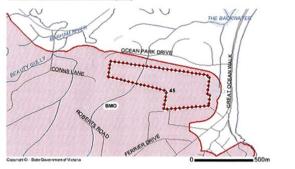
25

Planning Overlays

AIRPORT ENVIRONS OVERLAY (AEO)
AIRPORT ENVIRONS OVERLAY SCHEDULE (AEO2)



BUSHFIRE MANAGEMENT OVERLAY (BMO)



Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

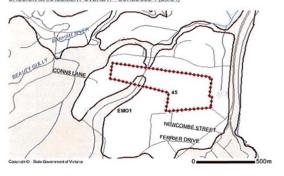
Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

45-TELFORD-STREET-MARENGO-PLANNING-PROPERTY-REPORT

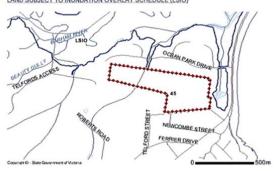
Page 2 of 7

Planning Overlays

EROSION MANAGEMENT OVERLAY (EMO)
EROSION MANAGEMENT OVERLAY - SCHEDULE 1 (EMO1)



LAND SUBJECT TO INUNDATION OVERLAY (LSIO)
LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.aurhome/copyright-and-disclaimer

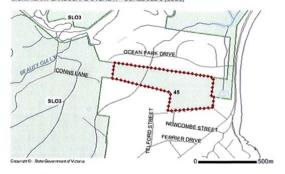
45-TELFORD-STREET-MARENGO-PLANNING-PROPERTY-REPOR

Page 3 of 7

27

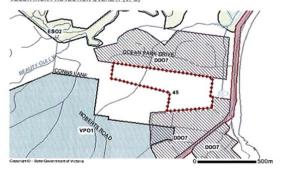
Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3 (SLO3)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land DESIGN AND DEVELOPMENT OVERLAY (DDO) ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) HERITAGE OVERLAY (HO) VEGETATION PROTECTION OVERLAY (VPO)



Copyright ⊕ - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

28

Planning Overlays Legend

Overlays Legend	IPO - Incorporated Plan
AEO - Airport Environs	LSIO - Land Subject to Inundation
BMO - Bushfire Management	MAE01 - Melbourne Airport Environs 1
CLPO - City Link Project	MAE02 · Melbourne Airport Environs 2
DCP0 - Development Contributions Plan	
DDO - Design & Development	PO - Parking
DDOPT - Design & Development Part	PAO - Public Acquisition
DPO - Development Plan	R0 · Restructure
EAO - Environmental Audit	RCO - Road Closure
EMD - Erosion Management	SBO - Special Building
ESO - Environmental Significance	SLO - Significant Landscape
F0 · Floodway	SMO - Salinity Management
HO - Heritage	SRO - State Resource
ICPO - Infrastructure Contributions Plan	
	Piver stream Lake, waterbody

Note: due to overlaps some colours on the maps may not match those in the legend.

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

45 TELFORD STREET MARENGO-PLANNING-PROPERTY REPORT

Page 5 of 7

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2007, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

nemage.

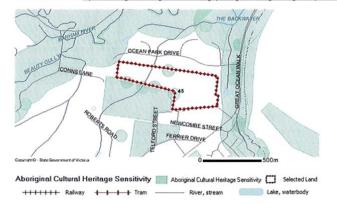
Under the Aboriginal Heritage Regulations 2007, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2007, can also be found here - https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html



Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Page 6 of 7

Further Planning Information

Planning scheme data last updated on 9 May 2018.

A planning scheme data ast updated on 9 way 2 Unit.

A planning scheme sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting. Planning Schemes Online. This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates.

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit <u>Planning Maps Online</u> For other information about planning in Victoria visit <u>www.planning.vic.gov.au</u>

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

45-TELFORD-STREET-MARENGO-PLANNING-PROPERTY-REPORT

Page 7 of 7