



Ordinary Meeting of Council Attachments

Monday 15 May 2023

Council Chamber Realm,

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CHIEF FINANCIAL OFFICER

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COUNCILLOR BRIEFING – PUBLIC RECORD

Briefing Details:

Date: Monday 17 April 2023

Time: 6:00pm

Location: Meeting Rooms 1 & 2

Attendees:

Councillors		
Cr Rob Steane (Mayor)	Cr Marijke Graham	Cr Kylie Spears
Cr Tasa Damante (Deputy Mayor)	Cr Linda Hancock	Cr Suzy Stojanovic
Cr Tony Dib OAM, JP	Cr Paul Macdonald	Cr Mike Symon
Council Officers:		
Steve Kozlowski	Chief Executive Officer	
Jim Herron	Acting Director/Chief Financial Officer	
Adam Todorov	Director Assets & Leisure	
Marianne Di Giallonardo	Director People & Places	
Andrew Fuaux	Director Strategy & Development	
Nina Pirruccio	Coordinator Governance & Procurement	
Emma Hills	Governance Officer	
		Item
Danielle Butcher	Manager Communications & Citizen Experience	2
Andrew Arnold	Coordinator Digital and Online	2
Chelsey Tattersall	Acting Coordinator Communications & Engagement	2
Tim Cocks	Manager Leisure & Major Facilities	3
Tara Choudari	Leisure & Aquatics Manager	3
Christie Briggs	Business Development & Membership Manager	3
Chris Zidak	Manager Business & Precincts	4

Apologies:

Councillors:

Nil

Council Officers:

Tony Rocca, Director/Chief Financial Officer

Conflict of Interest Disclosure:

Councillors:

Cr Spears: Item 3 - Maroondah Leisure Membership Update.
Reason: Managing Director of Swim Like a Fish swim school.

Council Officers:

Nil

Items Discussed: **## Confidential**

1	Council Meeting Agenda
2	Communicating and engaging with our community
3	Maroondah Leisure Membership update
4	Christmas Decoration Program
5	Items of a General Nature raised by Councillors

Record completed by:

Council Officer	Emma Hills
Title	Governance Officer



COUNCILLOR BRIEFING – PUBLIC RECORD

Briefing Details:

Date: Monday 1 May 2023

Time: 6:00pm

Location: Meeting Rooms 1 & 2

Attendees:

Councillors

Cr Rob Steane (Mayor)
Cr Tasa Damante (Deputy Mayor)
Cr Tony Dib OAM, JP

Cr Marijke Graham
Cr Linda Hancock
Cr Paul Macdonald

Cr Kylie Spears
Cr Suzy Stojanovic
Cr Mike Symon

Council Officers:

Steve Kozlowski
Tony Rocca
Adam Todorov
Marianne Di Giallonardo
Andrew Fuaux
Emma Hills

Chief Executive Officer
Director/Chief Financial Officer
Director Assets & Leisure
Director People & Places
Director Strategy & Development
Governance Officer

Tim Cocks
Kylie Barr
Josh Burt

Manager Leisure & Major Facilities
Stadium Manager
Coordinator Sport, Recreation & Events

Item

1-4

1

3-4

Apologies:

Councillors:

None

Council Officers:

None

Conflict of Interest Disclosure:

Councillors:

Nil

Council Officers:

Nil

Items Discussed:

Confidential

1	Stadium Sport Strategy
2	Aquahub Gymnastics "A Commercial Opportunity"
3	Maroondah Carols 2023
4##	MVC Boxing Audit Update
5	127B Canterbury Road Heathmont
6	Councillor Delegates' Meeting Report
7	Community Assistance Fund
8	Items of General Nature Raised by Councillors

Record completed by:

Council Officer
Title

Emma Hills

Governance Officer



Maroondah Access Inclusion and Equity Advisory Committee – Minutes

Meeting Details:

Date: Friday 31 March 2023 Time: 10:00am - 12:00pm Location: Realm

Attendees:

Councillors

Cr Suzy Stojanovic (Chair)
Cr Marijke Graham
Cr Kylie Spears

Council Officers:

Grant Meyer, Manager City Futures
Chris Riseley, Team Leader Community Development
Annette Degenhardt, Free from Violence Project Officer Item 4.2
Rebeccah Penrose, Asset Planner (Open Space) Item 4.3
Nicole Finkemeyer, Team Leader Asset Planning Item 4.3
Stefanie Black, Asset Planner (Open Space) Item 4.3
Emma Hills, Governance Officer (Minute Taker)

Agency Representatives:

Jane Threader (Eastern Domestic Violence Service)
Avega Bishop (Women's Health East)
Lauren Kampus (Wellways)
Jessica Bishop (Migrant Information Centre)

Community Representatives:

Philip Hughes
Jacob Matthew

Others:

Apologies:

Councillors:	Nil
Council Officers:	Heather Burns, Manager Community Services Andrew Fuaux, Director Strategy and Development
Agency Representatives:	Angie Dimech (Orange Door), Viv Cunningham-Smith (EV Inc), Angelo Talidis (Wellways), Gerardine Daniels (Department of Families, Fairness and Housing), Vicki Bryce (Uniting), Shona Bass (EV Inc), Kerry Williams (MMIGP), Kate Gibson (Eastern Community Legal Centre), Hilary Bird (Glen Park Community Centre)
Community Representatives:	Cara Hudson

Conflict of Interest Disclosure:

Councillors:	Nil
Council Officers:	Nil
Agency Representatives:	Nil
Community Representatives:	Nil

Items Discussed

1. OPENING OF MEETING AND ACKNOWLEDGEMENT OF COUNTRY

Cr Stojanovic opened the meeting and read the Acknowledgement of Country.

Maroondah City Council, in the spirit of Reconciliation, acknowledges the Wurundjeri People of the Kulin Nation as traditional custodians of the land on which we are gathered today, where Indigenous Australians have performed age-old ceremonies. We pay our respects to their Elders, past, present and emerging

Cr Stojanovic outlined emergency procedures and advised that if anyone needs to leave the room at any point for any reason, please feel free to do so.

2. WELCOME

Cr Stojanovic welcomed all in attendance.

CONFIRMATION OF MINUTES - MONDAY, 3 OCTOBER 2022

ITEM 3

Cr Stojanovic request the confirmation of the previous meeting minutes.

The minutes were moved by Jacob Matthew and seconded by Avega Bishop.

The minutes were confirmed.

4. ITEMS

SELF-INTRODUCTIONS BY ALL MEMBERS

ITEM 4.1

Cr Stojanovic invited all members to go around the room and introduce themselves.

Annette advised she is a presenter for today's meeting and works in the community development team at Council.

Avega works at Women's Health East and is working to prevent violence against women with disabilities.

Jessica advised she works at Migrant Information Centre and is working with diverse communities.

Jane works at FVREE which was previously known as EDVOS. She works closely with Orange Door and the integrated team's risk assessment management panels.

Cr Graham advised that she is Maroondah Councillor.

Lauren works at Wellways and is currently focussing on the Pathways to Home program for rough sleepers.

Grant is Manager City Futures at Council which includes the areas of community wellbeing and community development.

Cr Stojanovic noted that she is a Councillor for Maroondah and the chair of this Committee.

Chris advised that his role is Team Leader Community Development and he is this Committee's lead. The aim of the team is to build capacity of community organisations to more effectively help our most marginalised community members, and to assist these organisations to network with each other.

Cr Spears noted that she has been a Councillor since 2016 and is new to this Committee.

Philip said he is a community representative and works with Maroondah Interfaith Network.

Jacob advised that he is a qualified access consultant.

Cr Stojanovic noted that the Committee's Terms of Reference have been provided today for people to look at and provide feedback if they would like.

FREE FROM VIOLENCE PROGRAM

ITEM 4.2

Cr Stojanovic introduced the item.

Annette Degenhardt provided a powerpoint presentation and Acknowledgement of Country. She also acknowledged the impacts of family violence and thanked those who have shared their stories. She also paid respect to those who haven't survived.

Annette noted that as Cr Stojanovic mentioned at the start of the meeting, if anyone feels the need to step out of the room or to not contribute, that is perfectly fine.

Annette advised that the information that is gathered today will be used to inform community-based actions by Council over the next 12 - 24 months.

Annette advised that the Royal Commission into Family Violence was completed in 2015 and one of the 227 recommendations was to "Consider how Local Council performance measures can encourage family violence prevention". The Free From Violence Program was then developed as a result of this.

15 Councils in Victoria were funded to pilot the project. The Councils were specifically chosen as being different with regard to their demographics and previous primary prevention work.

Annette outlined the domains of influence of the Free from Violence Program, noting that one focus area of the Program is developing and implementing community actions, to increase awareness, commitment and action for primary prevention.

The Program will look at how primary prevention strategies can be embedded into the community, including families, schools and small businesses.

Annette spoke about primary prevention and provided examples of what a primary prevention strategy is. She noted that this Program is different in that it is entirely a primary prevention approach, whereas much of the work to date has been focused on responding to incidents of family violence.

Annette spoke about the people that are primarily affected by family violence. Jacob drew attention to the fact that only women with disabilities were mentioned. Annette thanked Jacob for his input and advised that the information is based on available statistics on over-represented groups, and clarified that anyone can be affected by family violence.

Annette spoke about the drivers of family violence and outlined the four key drivers:

1. Condoning of violence
2. Control of decision making
3. Rigid gender roles
4. Cultures of masculinity.

Annette noted that gender inequity is linked to family violence, and overwhelmingly the violence is perpetrated by men towards women and children; however this is not to say that only women are affected.

Annette spoke about the three-year action plan and outlined the Program's objectives.

Annette provided two discussion questions for the group.

Question 1 - Rank the following methods of delivering primary prevention activities from most effective least effective:

- Providing funding and/or resources to community groups and organisations
- Community education/awareness raising initiatives
- Information dissemination
- Community partnerships
- Other ideas

Question 2 - Identify the target audience for each method of delivery.

Examples:

- Schools
- Individuals
- Families
- Small business

Cr Stojanovic asked whether this Program is what Council is going to do, or is Council looking to partner with other organisations to achieve these goals. Annette advised that the focus currently is on what Council's role is and what Council can do over the next 12 - 24 months; however if partnerships develop, they will be considered.

The Committee members broke into two groups to discuss the questions and write down answers.

Grant spoke on behalf the first group and advised that with regarding to ranking, point number one (providing funding and/or resources) was the top.

From a Maroondah Interfaith Network perspective in more recent times, there has been more of a desire to speak about family violence.

From a Wellways perspective, raising awareness among men and education is very important as it is hard to change behaviours as children get older. It is important to focus on schools but to also look at other spaces to educate young people.

Grant noted that the group spoke about the scope for community partnerships and options for people to speak to staff at neighbourhood houses.

The group noted that it is important to focus on perpetrators as the people returning to violent relationships may have no other options.

The group also spoke about signage and provided the example of Knox City Council where they have signs that read "you are now entering a family violence free zone".

Jessica spoke on behalf of the second group.

She advised that, from an organisational perspective, community initiatives or partnerships should look at what is happening in the community so as not to undermine programs that are already in place. It is important to look at the reach of the current programs to see if they are effective in reaching the intended target group.

Providing funding and resources to community groups is important, and looking at where the gaps are.

Avega added that there is information out there regarding primary prevention. There are state wide and national resources.

She noted that having a slogan or statement isn't the catalyst that leads people and organisations to make changes. Evidence suggests that one-off training is not enough to make sustained changes for individuals and relationships.

The work planned in Year One, which involves Council staff, is very important and carrying that into Year Two will be important. It will be good to look at what enables Council to be a "connector".

Jane noted that finding out what strategies are already in place and building on that is what has the biggest influence. Trusted areas for people such as community and religious groups may be a good way to connect with people. She noted that sporting groups are also a safe or familiar place for people.

Annette thanked all the members for their contribution to the Free From Violence Program.

Break - 20 minutes.

PLAY AND GATHERING STRATEGY

ITEM 4.3

Cr Stojanovic introduced the item.

Rebecca Penrose provided a Powerpoint presentation along with Nicole Finkemeyer and Stefanie Black.

Rebecca provided some background information regarding the Strategy and advised that an assessment was completed on the existing 127 play spaces and they identified a need to expand provisions to include inclusive play and gathering opportunities.

From this, a vision statement was created:

"To provide inclusive places within our open spaces that aim to cater for all cohorts within our community. Places that promote gathering, interaction, connection, wellbeing and liveability, that are thoughtfully and sustainably planned to honour Maroondah's natural environment and culture."

Rebecca then shared "vision boards" which identified different types of play and gathering spaces and equipment.

Rebecca spoke about the engagement methods used to date, including the online Your Say survey and interactive mapping tool. The team also attended all of the Celebrate Maroondah events and have worked alongside internal groups to reach as many community groups as possible.

Rebecca provided two questions for a brainstorming activity:

1. What elements from the vision boards (or others) will better support an accessible, inclusive and equitable experience when playing and gathering in Maroondah's open spaces?
2. Are there any specific barriers/challenges to access, inclusion and equity within open spaces that Council should be aware of?

The Committee members broke into two groups to talk about the discussion questions and write down answers.

Lauren spoke on behalf of the first group and advised that pathways to get to the calm areas would be helpful for people with wheelchairs, walkers and prams. Also spacing for wheelchairs in the yarning circles should be provided as well as space beside benches.

She noted that the group liked the idea of incidental exposure to art. They also liked the inclusion of Braille for signage.

They noted that covered sitting areas to provide protection from the sun or rain are important to encourage gathering. Covered play equipment is also important so that it can be enjoyed in different types of weather.

Avega spoke on behalf of the second group. They also noted that welcome signs in different languages and Braille are inclusive. They thought boards with pictures rather than words might be more accessible for people who speak different languages or have low literacy.

The group thought that it would be good to take into account different age groups, especially teenagers, and to look at what makes them comfortable as well.

Cr Graham noted that some teenagers may be trying to spend less time at home if their home environment isn't healthy and they may need somewhere to go.

The group also thought facilities for children with mobility issues are really good. The example of the Liberty Swings at McAlpine Reserve was provided, noting how the swings are integrated with the other swings and not separated in their own area, which is more inclusive.

They also advised that having undercover areas helps to encourage people gathering outside. The group liked the idea of having spaces for someone to sit in a quiet place to feel safe and relaxed.

They also noted the posts in the presentation that were painted with indigenous art were great and it would be great to have accompanying information as well. This could also be a way to promote local artists.

Rebecca advised that they will be collecting the information provided today and it will be collated with all the other feedback regarding this Strategy. She also noted that if any members want to share further information, they can use the postcards provided which include the QR code to the Your Say survey.

Cr Graham noted that the consultation period closes on Thursday 6 April.

Cr Stojanovic noted that the next meeting will be held on 12 May 2023 and invited Committee members to submit any agenda items they wish to cover to Chris. She also noted that feedback can be provided regarding the Terms of Reference.

Avega advised that there is an event being held at Maroondah Federation Estate on 18 April 2023. It will be an in-person event regarding preventing violence against women across the lifespan.

The meeting concluded at: 11:59am.



Maroondah Disability Advisory Committee – Minutes

These minutes are yet to be confirmed. They will be presented to the Committee at the next meeting to be held on the 1 June 2023.

Meeting Details:

Date: Thursday 30 March 2023 Time: 10:00am - 12:00pm Location: Maroondah Federation Estate

Attendees:

Councillors

Cr Kylie Spears (Chair)
Cr Linda Hancock
Cr Tony Dib OAM, JP

Council Officers:

Grant Meyer, Manager City Futures
Jack Mulholland, Community Access and Inclusion Facilitator
Rebeccah Penrose, Asset Planner (Open Space) Item 4.3
Stefanie Black, Asset Planner (Open Space) Item 4.3
Nicole Finkemeyer, Team Leader Asset Planning Item 4.3
Emma Hills, Governance Officer (Minute Taker)

Agency Representative:

Bruce Watson (NEAMI)
Michelle Egan (EACH)
Amanda Watson (Villa Maria Catholic Homes)
Debbie Loke (Vision Australia)

Community Representative:

Lawrence Seah
Melanie Adams
Norma Seip
Lana Wheatfill
Matt Haanappel OAM
Gemma Lewer

Others:

Sarah Hopkins, Corporate Manager - Customer Experience Item 4.1

Apologies:

Councillors:	Nil
Council Officers:	Fiona Burrige, Be Kind Maroondah Facilitator
Agency Representatives:	Cara Patterson (Vision Australia) Ellen Clacy (Interchange Outer East)
Community Representatives:	Emily Dive

Conflict of Interest Disclosure:

Councillors:	Nil
Council Officers:	Nil
Agency Representatives:	Nil
Community Representatives:	Nil

Items Discussed

1. OPENING OF MEETING AND ACKNOWLEDGEMENT OF COUNTRY

Cr Spears opened the meeting and welcomed all in attendance noting that there are some new members on the Committee.

Cr Spears read the Acknowledgment of Country

Maroondah City Council, in the spirit of Reconciliation, acknowledges the Wurundjeri People of the Kulin Nation as traditional custodians of the land on which we are gathered today, where Indigenous Australians have performed age-old ceremonies. We pay our respects to their Elders, past, present and emerging.

2. WELCOME

2.1 Introduction by everyone (two new members)

The group went around the table to introduce themselves.

2.2 Business arising (MDAC Achievements Report)

Cr Spears noted the MDAC Achievements Report has been provided to all members. The Report is formally written as this will be what is presented to Council.

Cr Spears outlined the projects that were worked on last year and advised that if all members are comfortable, then the report will be presented to Council.

No concerns were raised by members.

CONFIRMATION OF MINUTES - THURSDAY, 24 NOVEMBER 2022

ITEM 3

Cr Spears requested the confirmation.

Norma Seip moved the Minutes from 24 November 2022 and Lana Wheatfill seconded them.

The Minutes were confirmed.

4. ITEMS

REVIEW OF EASTERN REGIONAL LIBRARIES FACILITIES FROM A
DISABILITY PERSPECTIVE

ITEM 4.1

Cr Spears introduced the item and noted that Tayla Davis is an apology.

Sarah advised that she would talk about the Eastern Regional Library (ERL) facilities, collection and service. Sarah noted that libraries expand beyond the physical walls now and are changing rapidly.

While Sarah talked about what ERL are doing now, she was also keen to hear from the group as to what can be done better.

Jack noted that Croydon Library is being redeveloped in the near future and commentary from this committee could be really useful in informing the redevelopment process.

Sarah spoke about the two libraries in Maroondah, Croydon and Realm. She noted that Croydon is a more traditional library with higher loan rates whereas Realm has more people attending but a lower loan rate.

Both libraries have large Storytime programs. She noted that if the programs get too big people stop coming as they can become too overwhelming or noisy. Sarah noted that they run Auslan and Chinese Storytime programs as well.

Bruce Watson entered the meeting at 10:16am.

The Library are piloting a new program called Gently Gently Storytime which will cater for smaller groups as well as people who want to come regularly. Sarah advised that there are a number of requirements needed for the Storytime programs such as a room/space with a door to be able to control noise and staff members that are passionate and enthusiastic to run the programs.

Cr Spears noted that this is something to consider for Croydon Library.

A question was asked whether the staff running the groups are library staff or external and do and if they have experience in the disability space.

Sarah advised that the groups are run by Library staff and that they have just introduced a new position at Realm, Children Support Officer, who has a wide range of experience.

One community member noted that she recently visited Croydon Library and it was a great experience. She said the ambience was calming and made you want to stay.

Cr Spears advised that herself and Cr Hancock sit on the Library Board and Croydon has highest physical borrowings.

Sarah noted that creating a friendly and welcoming space is important but so is having spaces for people who don't want to connect as much.

It was asked whether in terms of growing neurotypical programs have ERL thought about partnering with schools. Sarah advised that they haven't done this yet as they don't have enough to offer at the moment. Gently Gently Storytime is working to facilitate things like this.

Sarah spoke about issues with finding Realm Library on the map and noted that they are working to try to change the labelling. She also noted that their hearing loop is 7 years old and needs to be updated so it can connect to more modern technology like ear buds and smart phones.

Sarah noted that ERL have a big physical collection of books, CDs and DVDs along with the digital collection that includes ebooks and audio books. The digital collection has 80,000 items which is the biggest digital collection in Victoria.

It was asked if people who are a member of ERL can access the whole digital collection. Sarah advised that yes they can but licensing means that only so many copies are available at a time. She noted that a lot of what they buy can only be used by one person at a time. Some items allow multiple copies to be used at once which is great for users but is hard to manage. There are also some books where audio and print are coming together. These books have inbuilt technology to read the book to a child which can be helpful for parents with low literacy.

A question was asked if there is a strategy or policy regarding the collection of books to ensure that there are stories with people with disabilities. Sarah advised that ERL have an experienced collection librarian who looks at trends and ensures there are all different kind of stories available.

Cr Spears asked whether there is a guideline or framework for what ERL collect. Sarah noted that there is a collection policy that looks at the areas they buy in such as genre and content however, it does not go into the specificity that was referred to.

A member noted that it would be great to show that libraries are including content from a disabilities perspective

It was asked about the family pods and why they were removed from Realm. Sarah advised that the design of the pods created some antisocial behaviour. They were also not soundproof. She noted that there is a new design of pods coming out which are glass and these may be considered as an alternative. It was noted by a member that the pods were very useful as a respite area and were good for families and young children. It would be good to consider these at Croydon too.

Sarah spoke about the What's On pamphlet for Autumn and outlined some of programs such as the Neurodiversity Celebration Week that was held earlier in the month.

Sarah noted that Realm are working on having the month of August dedicated to carers and running NDIS information sessions, mental health support sessions, a morning tea and information regarding navigation the education system for children with additional needs.

It was noted that it sounds like a great program and to make sure it is advertised so that people are aware that it is on.

It was asked whether the carers month in August would including the aged care space in the program. Sarah noted that aged care was not specifically included the August program as it is a more focused event however there are other things held throughout the year that would cater for this area.

It was noted that carers can come from multiple areas and it would be good to make sure others are catered for as well as disability carers.

Cr Spears noted that the more collaborative the program the more it will be shared and the more people are included

It was also suggested that they could consider looking at how to include non-English speaking people in the agenda as they can be the most isolated sometimes.

Cr Spears noted that programs including the Chin language are important too.

Cr Spears advised that if anyone in the group have further questions regarding this topic they can contact Jack or Sarah.

GROUP PHOTO

ITEM 4.2

The members moved outside to take a group photo.

Break - 10 minutes.

Cr Dib left the meeting during the break at approximately 11:00am.

CONSULTATION ON COUNCIL'S PLAY AND GATHERING PLACES STRATEGY

ITEM 4.3

Cr Spears introduced the item and noted that this consultation has had one of the largest responses that Council has had.

Rebeccah, Nicole and Stefanie introduced themselves and provided a Powerpoint presentation and overview of the strategy.

Rebeccah noted that they began with an assessment on the existing 127 play spaces in Maroondah and it was around this time that things changed due to covid -19 and people began using the neighbourhood in a way they hadn't before. The aim of the strategy is to have more inclusive play and more gathering places.

With this in mind a vision for the strategy was created:

To provide inclusive places within our open spaces that aim to cater for all cohorts within our community. Places that promote gathering, interaction, connection, wellbeing and liveability, that are thoughtfully and sustainably planned to honour Maroondah's natural environment and culture.

Rebeccah provided vision boards and outlined the different types of play that were being considered.

Through the engagement process the team have tried to get as much feedback as possible to understand how the Maroondah community play and gather and where the gaps are.

Rebeccah spoke about the engagement methods including the Your Say survey and interactive pin. She also noted that the team have collaborated with other teams within Council to build on those networks.

Rebecca introduced a brainstorming activity for the group to undertake with two questions.

- What are the current barriers or challenges faced when engaging in play and gathering in open space? And what may be a solution?
- What activities or experiences would you engage in more if these barriers or challenges could be changed?

It was asked whether the feedback for the strategy is only online. Rebecca advised that the team have attended all of the Celebrate Maroondah events to engage with the community in person and that a paper copy for the survey can be obtained from Council offices.

Cr Hancock noted that she has seen the team engaging at events and they are great at engaging and getting involved in the community.

It was suggested to go to malls on pension day and get a lot of feedback as there are a lot of older community members there that don't have access to the online options.

The members broke into three discussion groups to speak about and write down answers to the activity questions. The three groups each shared some key points that came up in discussions.

The first group advised that they thought that amenities need to be considered and if there is a BBQ area then there should also be a public toilet and access to drinking water.

The group also noted the importance of the use of shade, consideration of a park's function from day to night with things such as lighting and that having paving that leads to different areas creates broader access for people with prams, wheelchairs or walkers.

The second group advised that they liked the idea of low sensory spaces, commented on the importance of picnic slabs and making sure they are large enough to fit a wheelchair with relevant. Cr Spears noted that this is similar to discussions surrounding ramps vs stairs, everyone can use the ramp but stairs are limited.

The third group noted that tanbark is a barrier as it is not good for wheelchairs or walkers. They also advised that bins always being on grassed areas makes them hard to access and about the importance of a social story for spaces and promoting the story.

It was advised that having things available for all ages is important, disabled parking for people who exit their vehicles from the side needs to be considered. It would be good to have designated areas for assistance dogs to relieve themselves as the owners aren't able to pick up after them. Airports have pet relief areas

Debbie Loke entered the meeting at 11:42am.

Cr Spears noted that there could be a hierarchy of parks to show which parks have what facilities.

It is important to make sure it is communicated that there are spaces for many different needs that make people feel connected and included. Rebecca noted that it will be important that the social story lists things like the feel of the space not just the amenities.

Melanie left the meeting at 11:47am.

Cr Spears noted that every playground can't cater for every need but we need to have specific parks that cater for certain needs.

The Tim Neville Arboretum on Dorset road is a great example of having different spaces.

Rebeccah advised that the sheets that the groups have written on today will be submitted with the feedback for the strategy along with the online feedback already received. She also provided Postcards with information in case any one wishes to provide further feedback.

UPDATES FROM MEMBERS

ITEM 4.4

Cr Spears introduced Debbie from Vision Australia who is replacing Cara Patterson who has moved to Perth. Debbie advised that she is the Acting Manager at Vision Australia.

Cr Spears asked if there is anything people want to raise from their sector.

Amanda provided an updated from VMCH who are working on affordable housing for the elderly and are also starting to do cross generation housing which includes people with disabilities. She also spoke about a social procurement project which is trying to gain employment for people with disabilities. They are working with Boroondara on this project. VMCH are also looking at allied health hubs to make it easier for people to access services.

Amanda also noted that there are big changes happening in the Home Care Package space. The model is changing to Home Support Program which will replace the old support programs so that there is one access point for all services and individual plans will be created by and independent assessor.

Matt advised that AUSTSWIM have received a grant for scholarships for swimming teachers to increase their knowledge in the disability space so that they are able to support more participants in swimming programs.

Bruce advised that NEAMI national are going through a change and the collaborative recovery model is changing to a collaborative relationship practice. The objective is to support people from diverse backgrounds and look at what has happened to change their mental health. Cr Spears asked about the timeframe of this changes and Bruce advised that it will be ongoing. Amanda asked if people wanting to access this service can do so if they are on another service. Bruce advised that not if they are on NDIS but they can if they are on a Home Care Package.

Gemma advised that she had been to an information night regarding the train station upgrade at Croydon and discovered there are not going to be any ramps only a lift for disabled access. Gemma noted that this is concerning as in the event of an emergency there needs to be a safe way to leave the station.

Cr Spears advised that she will speak with Andrew Fuaux a director at Council to raise this at a higher level.

Jack advised that the Level Crossing Removal Authority (LXRA) didn't have people equipped to answer questions regarding this matter at the information night. Jack also advised that he has spoken with people involved in the Mooroolbark Station upgrade and their comment was that they have a backup generator for the lifts in the case of power issues.

Cr Spears advised members that Council are a stakeholder just the same as the committee members. She encouraged all to email the LXRA regarding this matter as it will take a community drive to ensure concerns are heard.

Cr Hancock left the meeting at 12:02pm.

Michelle provided an update regarding EACH. She advised that EACH will be a pilot site for a women's centre which will focus on endometriosis and will be a point of contact for information and referrals.

Michelle also noted that there is funding available for people that need allied health support prior to becoming NDIS participants.

Michelle advised that there will be a Carers Centrelink Information Forum being run by EACH and Council on 10 May 2023.

Jack noted another event, Talking about Mental Health which is a free workshop for carers being held on 5 April 2023.

CLOSE OF MEETING

ITEM 4.5

Cr Spears thanked all the members for attending and closed the meeting.

The meeting concluded at: 12:13pm.



Attachment A

EASTERN TRANSPORT COALITION MINUTES OF MEETING

Date: Thursday, 16th March 2023

Time: 6.30pm – 8.30pm

Hosted by: Knox City Council, 511 Burwood Hwy, Wantirna South
and Online

Attendees:

Councillors

- Cr Susan Laukens, Knox City Council (acting Chair)
- Cr Tina Liu, City of Whitehorse
- Cr Tomas Lightbody, Manningham City Council
- Cr Anna Chen, Manningham City Council (*observer*)
- Cr Richard Higgins, Yarra Ranges Council
- Cr Andrew Fullager, Yarra Ranges Council (*alternate*)
- Cr Tony Dib, Maroondah City Council

Officers

- Christopher Marshall, City of Greater Dandenong
- Lucas Sikiotis, City of Greater Dandenong
- Shane Hardingham, Knox City Council
- Matthew Hanrahan, Knox City Council
- Dale Bristow, Maroondah City Council
- Terry Tillotson, City of Monash
- Sandra Worsnop, City of Monash
- Chris Hui, City of Whitehorse
- Karen O’Gorman, Yarra Ranges Council
- Kim O’Connor, Yarra Ranges Council
- Frank Vassilacos, Manningham City Council
- Michael Blowfield, Maroondah City Council

Secretariat

- James McGarvey, The Agenda Group

Apologies

- Cr Stuart James, City of Monash (Chair)
- Cr Rhonda Garad, City of Greater Dandenong
- Elissa Merriweather, Yarra Ranges Council
- Daniele Raneri, Manningham City Council

1. Welcome and Apologies

Cr Laukens noted Cr James apology for the meeting, assumed the chair and welcomed the attendees.

2. Conflicts of Interest

No conflicts of interest were raised.

3. ETC Finance Report

Terry Tillotson, City of Monash provided a finance report for the ETC for January 2023 – February 2023 is as follows:

Opening balance was \$51,470.91

January Invoice from TAG Nil

Closing balance for February is \$51,470.91

M: Cr Tomas Lightbody

S: Cr Tony Dib Carried

To inform a discussion around setting future fees for the ETC, Terry presented a spreadsheet setting out various financial scenarios for differing fee levels, to demonstrate potential fee levels required to meet basic operating expenses, and to be able to set aside funds to meet consideration of other potential expenditure items in future (e.g. advocacy campaigns beyond core work provided by TAG, website upgrade and maintenance).

Should the circumstances merit it, an approach to the Eastern Region Group for funding a specific project may be one funding option available to the ETC.

Receiving contributions from Councils in July is necessary to meet ETC cashflow requirements.

It was agreed that members would examine the capacity for their individual Councils to contribute an increased ETC fee for the next financial year and discuss further at the next ETC meeting.

4. Ratify Previous Draft Minutes and Actions Arising

Minutes of the February 2023 ETC meeting:

M: Lucas Sikiotis

S: Cr Tony Dib

Carried

5. 2023 Advocacy Work Plan

ETC Secretariat James McGarvey provided a summary of items agreed at the February ETC meeting for further advocacy over the course of 2023. These include:

Rail

- Caulfield-Rowville TRT
- Lilydale line – duplication & Cave Hill Station
- Service levels - frequency, span of operating hrs
- Mode-agnostic options for Burwood Hwy, Vermont South, Wantirna Health precinct, Upper Ferntree Gully corridor.

Bus

- Recommendations and follow up advocacy re Manningham/Network Review pilot
- Network Review for rest of ETC region
- SRL-mirroring service in northeast
- Issues/advocacy around new Myki contract

Active Transport

- Updated regional trails package from the Eastern Regional Trails Strategy working group
- Pedestrian Crossing priorities
- SRL-mirroring service in northeast
- Cycling links to public transport access points

Other Issues

- Update on Dorset Rd extension (particularly given Aston by-election on 1st April)
- Intersection treatments and safety measures, and public transport-supportive road projects should stay on the table for advocacy.
- SRL – City of Whitehorse seeking Thurston to Nelson Rd overpass
- Electric Vehicles – what can Councils do in this space?
- New Department of Transport and Planning:
 - Seek update on Victorian Transport Strategy
 - Seek updates on ‘movement and place strategies’

Doncaster Park and Ride Transit Oriented Development

Frank Vassilacos, Manningham City Council, took the group through a presentation to update on the status of Council's preferred design solution and outcome for the Doncaster Park and Ride facility being delivered as part of the Victorian Government's North East Link project.

Council considers NELA's current proposal is a missed opportunity to maximise the value of the land through a mixed-use development, and is looking for the ETC's support for its advocacy efforts, particularly in raising the profile of Council's proposal.

NELA is broadly sympathetic to Council's plan, but claim funding is outside their scope and would need to come from the Victorian Government.

A decision will need to be made within the next 6-12 months.

A copy of Frank's presentation will be circulated with the meeting's minutes.

Eastern Regional Trails Strategy

Sandra Worsnop, City of Monash and Michael Blowfield, Manningham City Council reported that the ETC's request for an update on outstanding, priority projects within the Eastern Regional Trails Strategy has been communicated to the ERTS working group.

Early indications suggest the trail projects the ERTS working group has been publicly advocating for, will remain priorities going forward.

A confirmed position will be communicated back to the ETC in due course.

In discussion, it was noted that the funding environment for trails is complex, with possible funds coming from a range of diverse avenues across the Victorian Government.

It was also suggested that time be given at an upcoming ETC meeting to discuss trails in more detail, in conjunction with ERTS working group members.

Pedestrian Crossings

For last year's state election, each ETC council had contributed two priority pedestrian crossing projects to a list of ETC advocacy asks last year. Some of these were larger scale projects.

To further refine this list for ongoing advocacy by the ETC, Terry Tillotson, City of Monash has developed a suggested set of criteria, which was presented to the

meeting, to provide guidance for each Council nominating a single priority project for advocacy, as follows:

Arterial Road Mid-Block Pedestrian Crossing Location Criteria for Bus Stops and Pedestrian/Cycling Corridors:

Patronage Level:	accessibility influences, bus frequency
Vulnerability:	slow, elderly, young pedestrians
Road Width:	no refuge, wider roads take longer to cross
Traffic Speed:	speed limit, crash severity
Traffic Volume:	peak periods
Ped/Cyclist:	peak volumes
Time Delay:	minimal gaps in traffic to cross the road
Network Continuity:	for pedestrian/cycling corridors, primary route(C1), main route(C2)
Separation:	distance to nearest alternative crossing facility

ETC members are asked to review their Council's priority pedestrian crossing project for this exercise and provide to the ETC secretariat in time for approval at the June 2023 meeting.

A copy of the previous list of pedestrian crossing projects developed for the ETC in 2022 will be circulated with this meeting's minutes. A copy of the Austroads Guide to traffic management, upon which Terry drew his suggested criteria will also be circulated.

Infrastructure Victoria 30 Year Strategy Update

Infrastructure Victoria has commenced public consultation to inform the development of its next 30 year strategy.

It was agreed that the ETC would make a submission to IV on two items:

- The Eastern Region Trails Strategy, and
- The Lilydale line duplication and Cave Hill station development

In consultation with the ETC members on the ERTS working group, and Yarra Ranges Council, the ETC secretariat will prepare a submission by 28th May.

6. Local Presentation

Matt Hanrahan, Knox City Council gave the group a presentation on the Boronia Renewal Strategy.

Although a planning document in essence, the Strategy deals with many transport issues.

Boronia is challenged by two arterial roads, Dorset Rd and Boronia Rd, dividing it into a 'world of quadrants'. The rail line running diagonally through the area had been undergrounded, but some issues arose.

Working with the Office of Suburban Development, a Revitalisation Board was established with broad spread, local community involvement.

An early win was receiving \$500,000 to plan and design a new station, whose main challenge was that it severed the east and west side of Boronia.

Lupton Way has gone through a long process of beautification, with Council working with the Office of Suburban Development, engaging artists and stakeholders on future options.

Another live project is the Green Spine Corridor (Chandler Rd) – a dedicated shared corridor for pedestrians and cyclists, with good access to the station. Its one continuous link between recreational facilities, with greening and coinciding with the need to renew the road. The end concept with beautification will reduce the profile of the road.

The Victorian Government committed \$60 million for the station project before the last election. One of the last issues on the table from Council's perspective was a deck over the station to connect both sides of the community, which the Government has now agreed to.

A copy of Matt's presentation will be circulated with this meeting's minutes.

7. General Business

Nil.

8. Next Meeting

The next meeting will be hosted at Maroondah City Council and online, and will commence at 6.00pm for dinner, and 6.30pm for meeting start on Thursday, 20th April 2023.

Action Summary

Action Items	Owner(s)	Deadline
1. Reschedule Vaughn Allan as guest speaker	Secretariat	April 2023
2. The fee level for the ETC to be discussed as agenda item at the next meeting	Secretariat	April 2023
3. Confirm the ERTS priority project list	Secretariat	April 2023
4. Submission to Infrastructure Victoria	Secretariat	May 28th
5. Councils to provide one pedestrian crossing project for ETC advocacy	All members	June 2023

Doncaster Park & Ride Transit Oriented Development

ETC March 2023
Integrated Planning



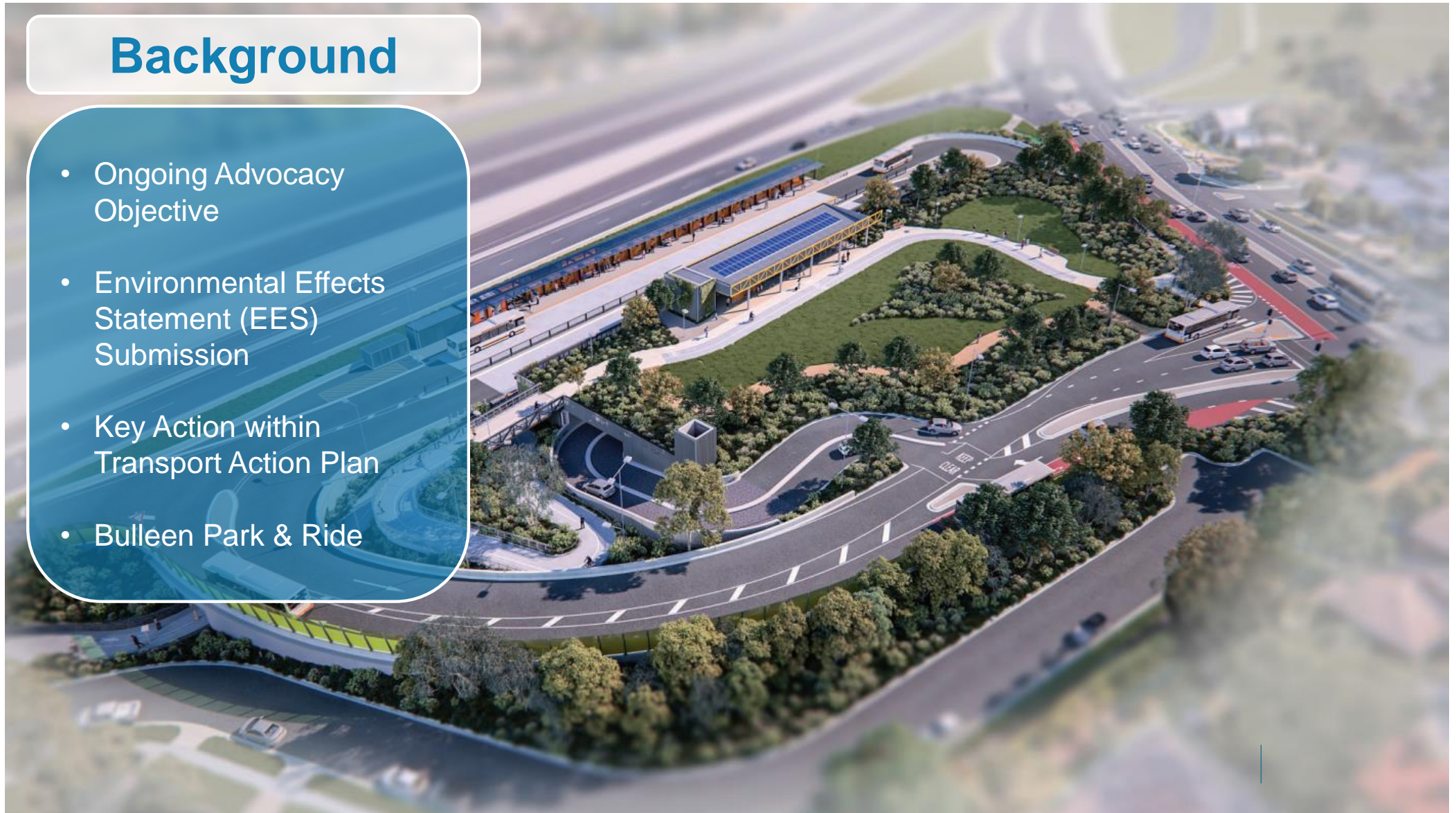
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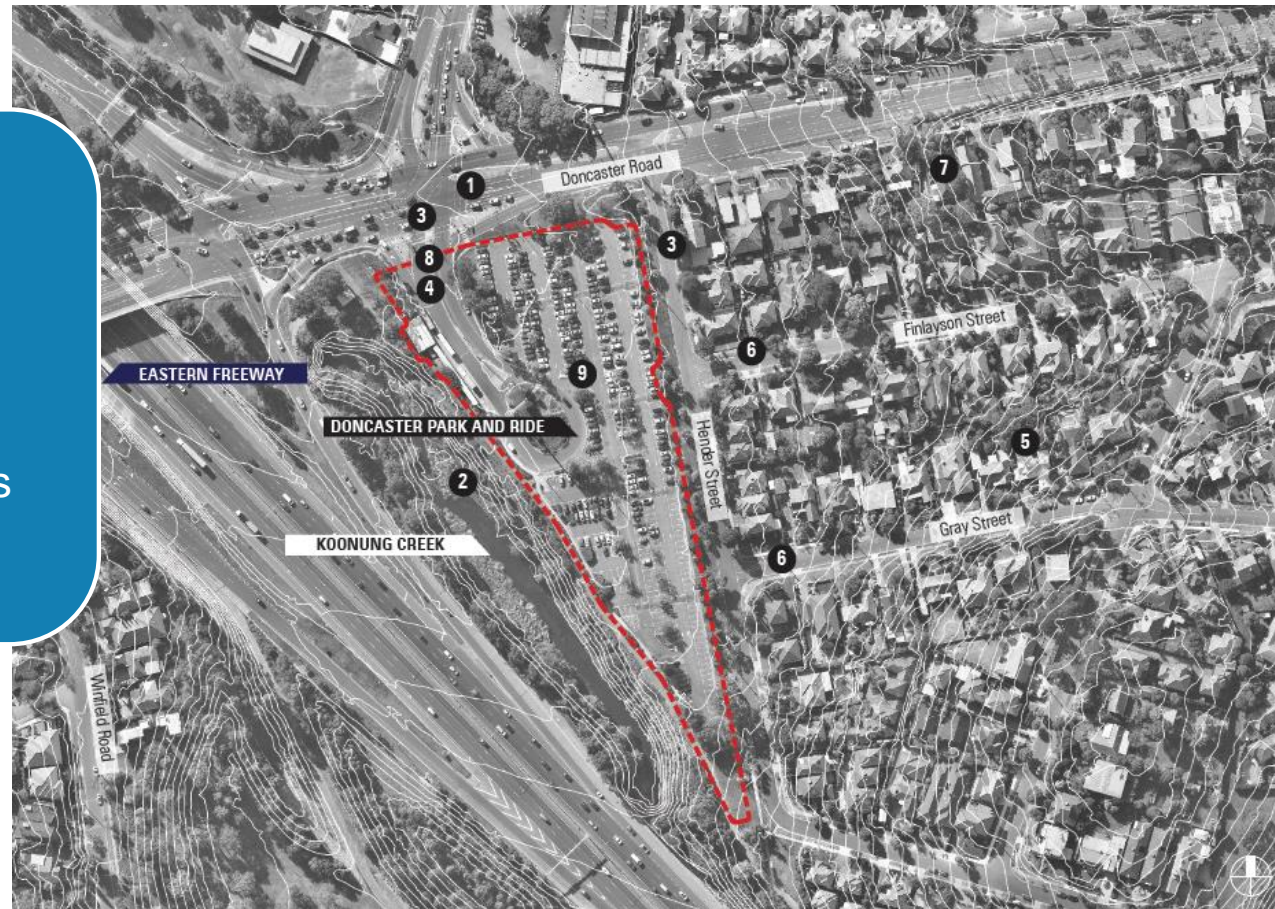
Background

- Ongoing Advocacy Objective
- Environmental Effects Statement (EES) Submission
- Key Action within Transport Action Plan
- Bulleen Park & Ride



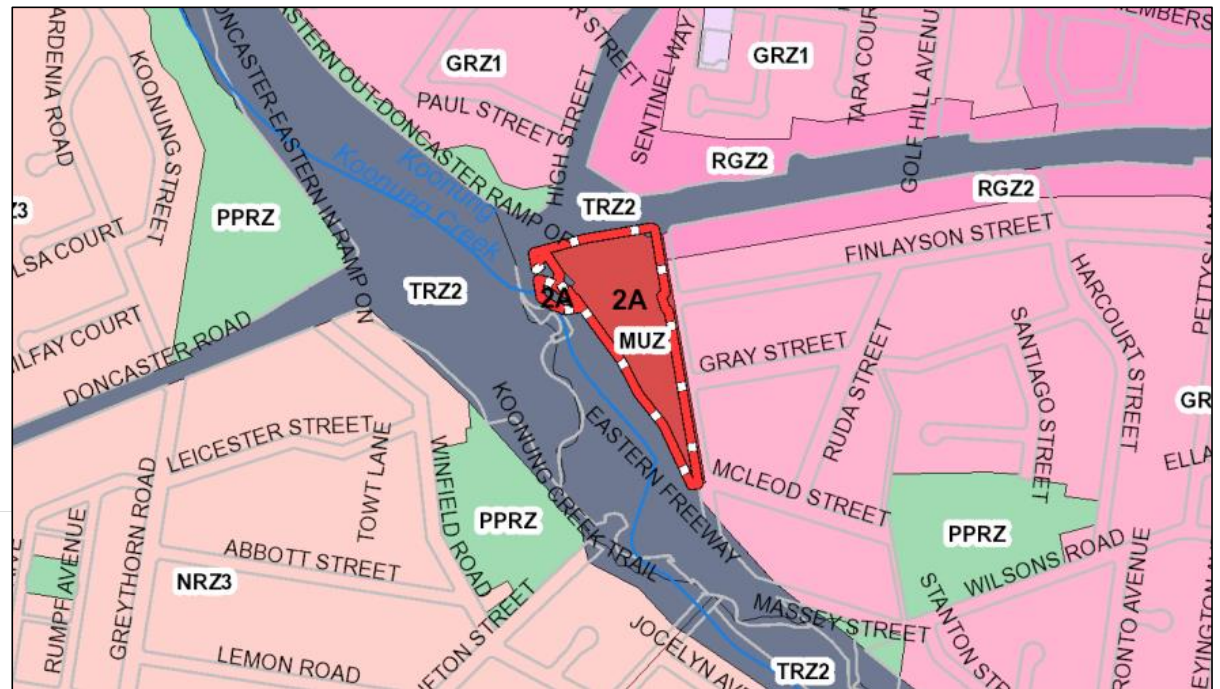
Doncaster Park & Ride Site Context

- Adjacent to strategic growth corridor
- Proximity to Koonung Creek Trail
- Eastern interface abuts residential properties





Policy Context

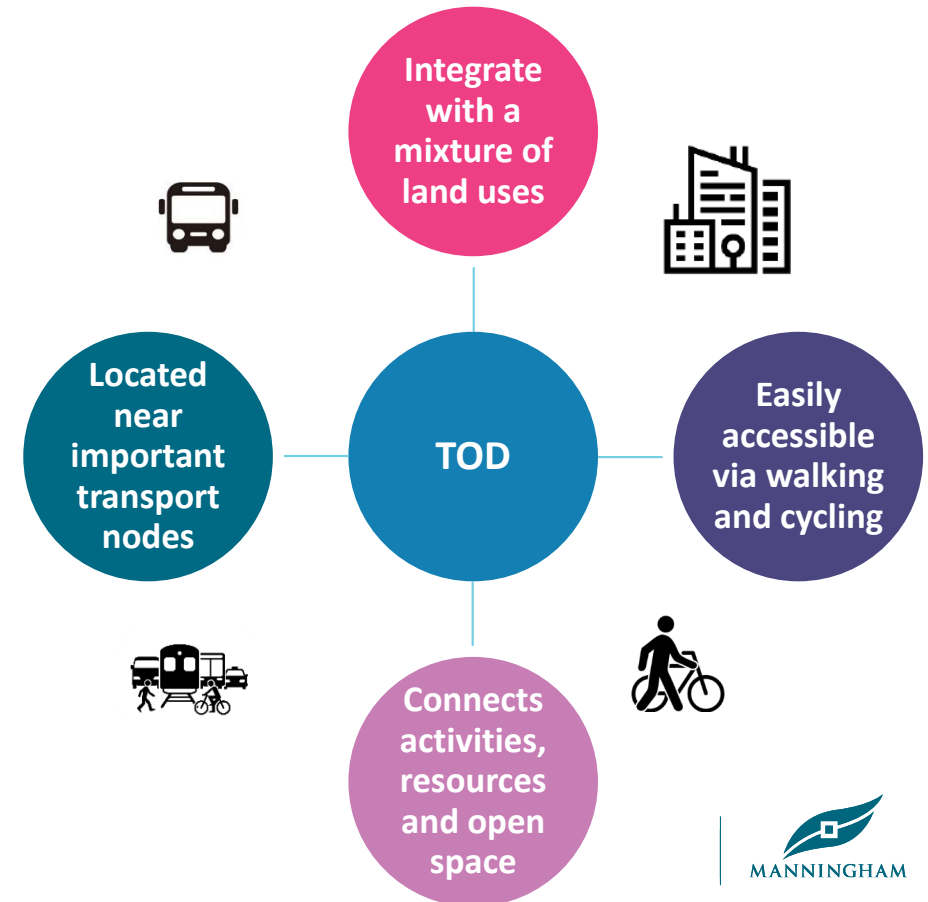


Zone: Mixed Use
Overlay: DDO Schedule 1

Underdevelopment



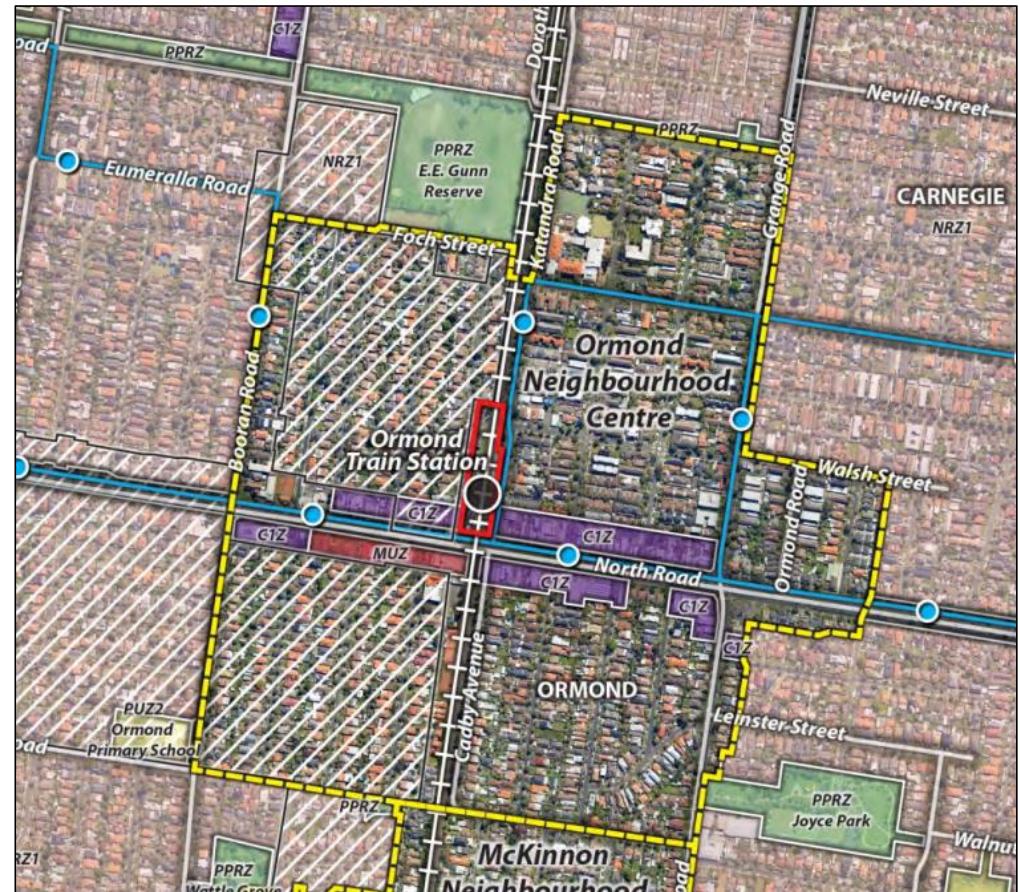
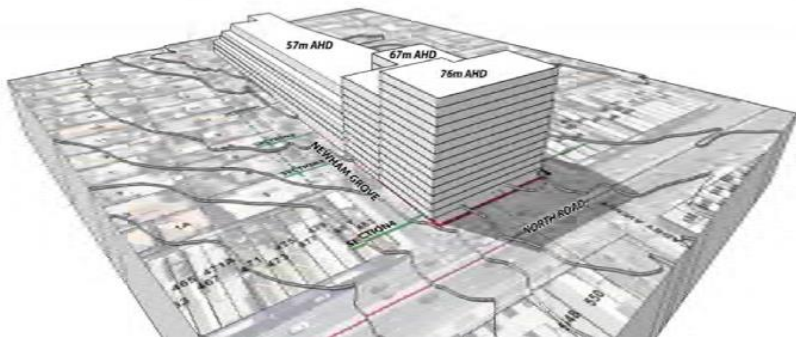
What is a Transit Oriented Development?



Ormond Station Level Crossing Removal

Victorian Transport Projects Integrated Development Opportunities Advisory Committee

- Key Findings
 - Appropriate transition of building height
 - Development must incorporate public open space
 - High quality architectural treatments
 - Mixed-use benefits community
- Ministerial Approval 2016

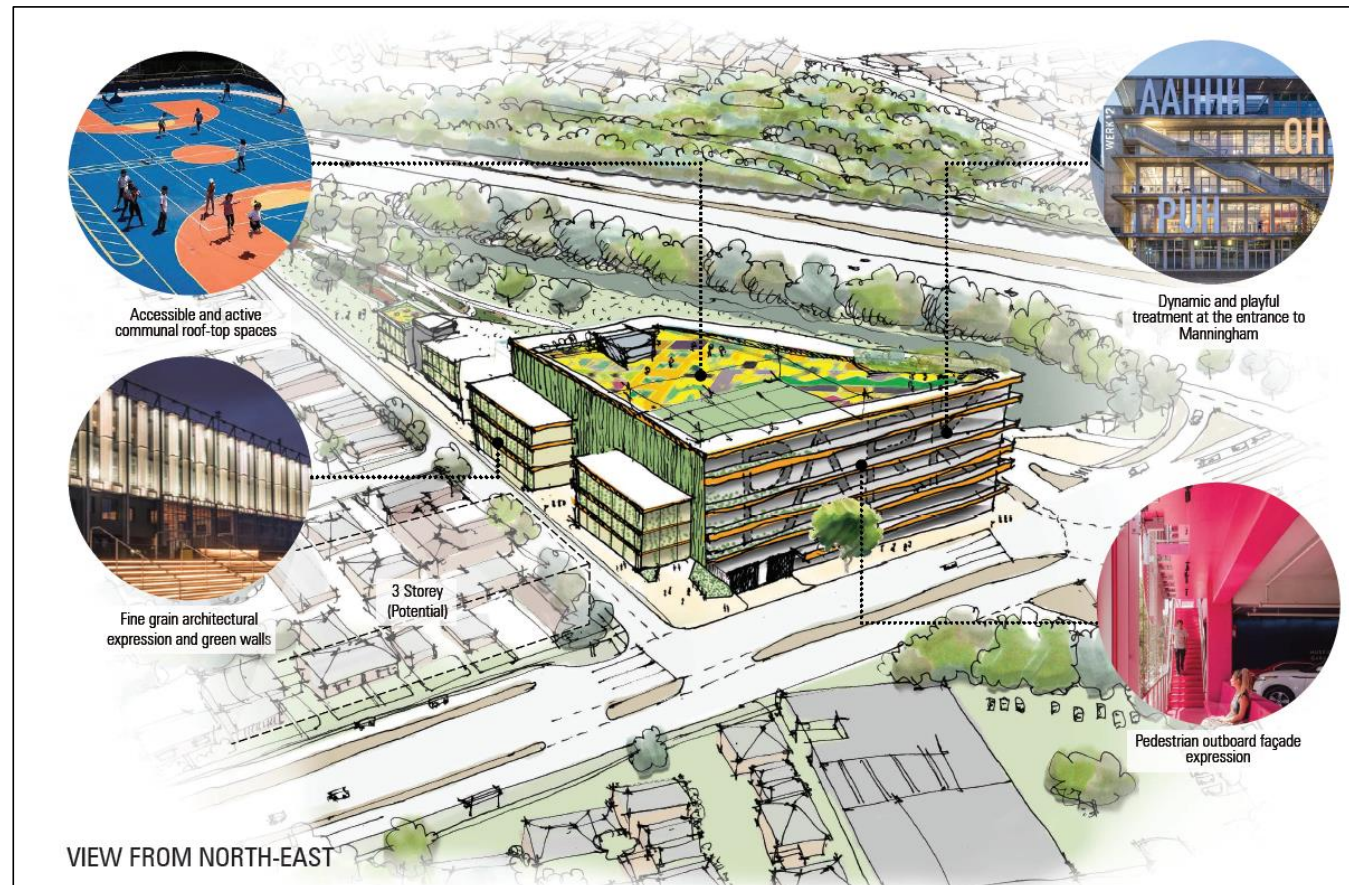


Doncaster Park & Ride Design Concepts

Walking and
Cycling access

Architectural
and Open
Facade
Treatments

8



Doncaster Park & Ride Design Concepts

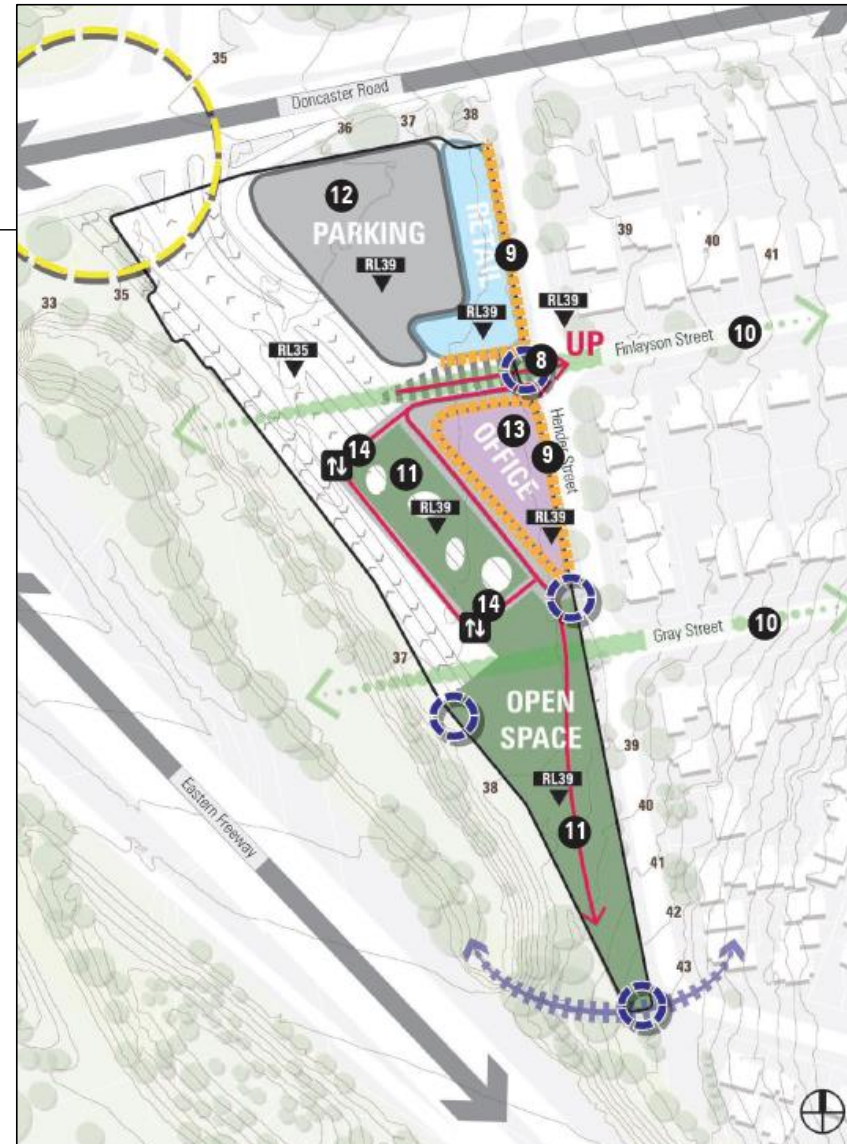


9

Doncaster Park & Ride Design Concepts



Micro-tenancies (e.g.
Florist, Dry Cleaners,
Gym, Café, Co-Working
Space)



Doncaster Park & Ride Design Concepts

Retail &
Commercial uses

Activated ground
level along
Hender Street

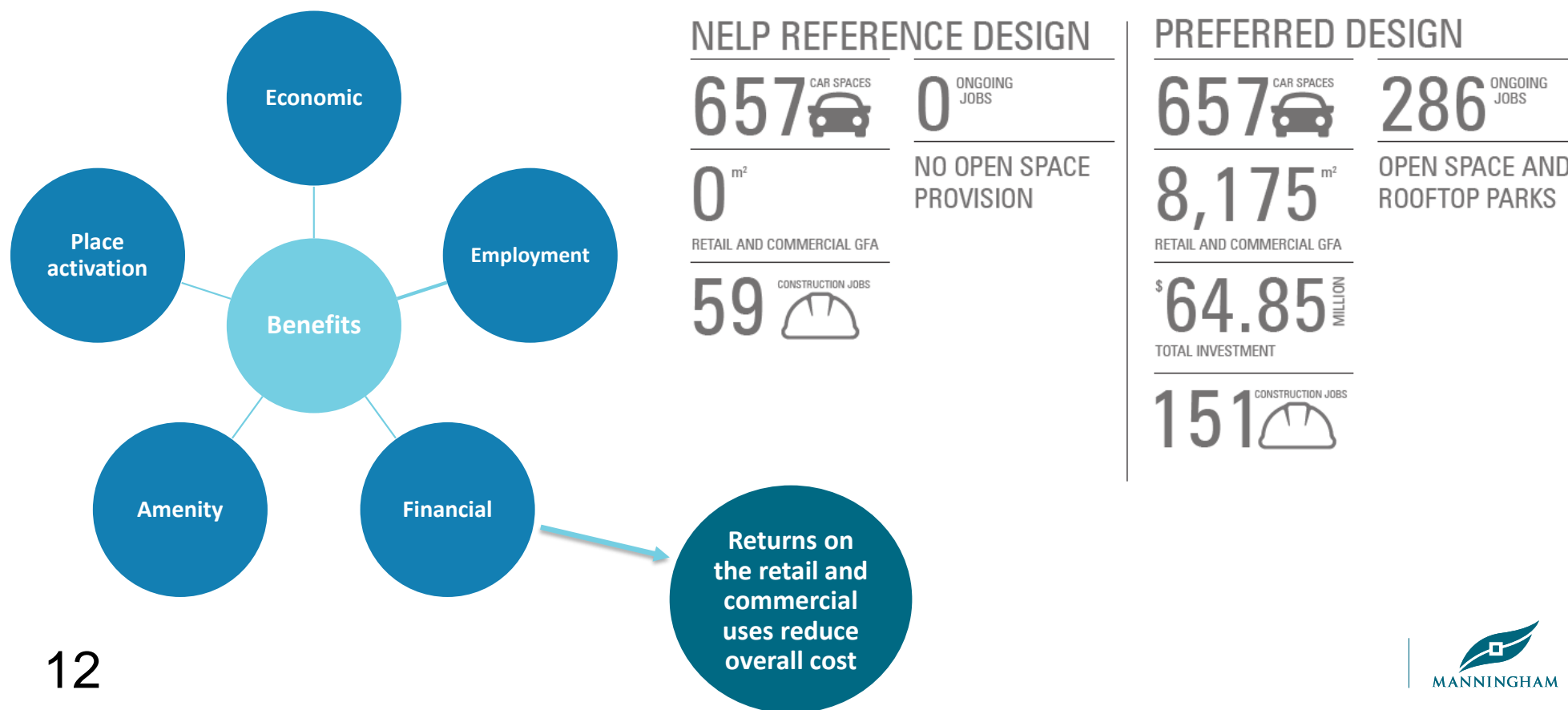
Public open
space above bus
interchange

Rooftop open
space

11



Economic Feasibility Analysis

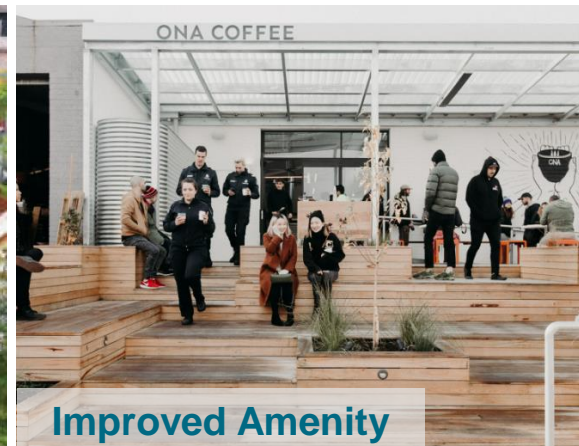


Benefits to Manningham



13

Benefits to Manningham



14

Questions?

15





Boronia Renewal Strategy

ETC 16 March 2023







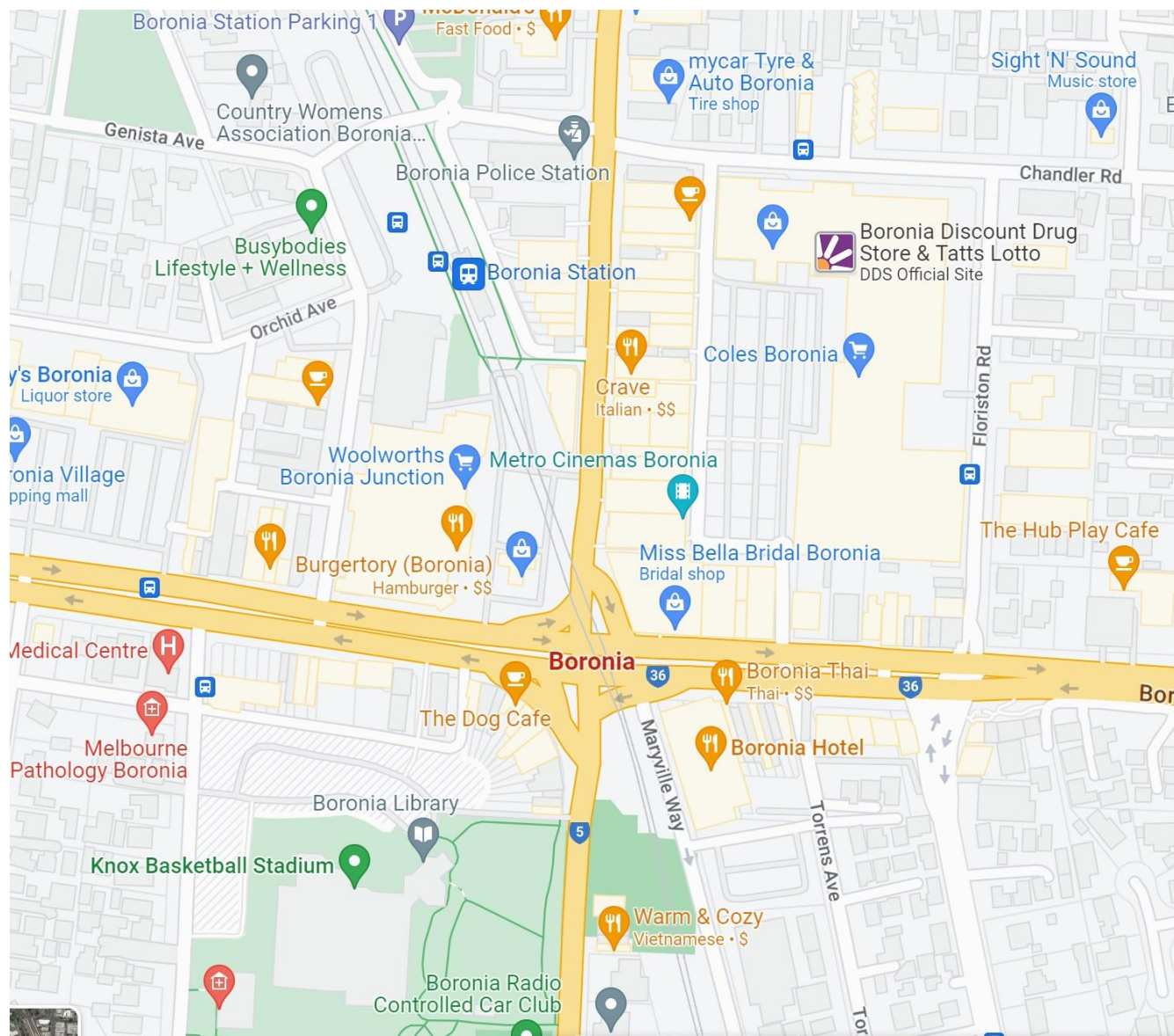
Today at 8:52 am

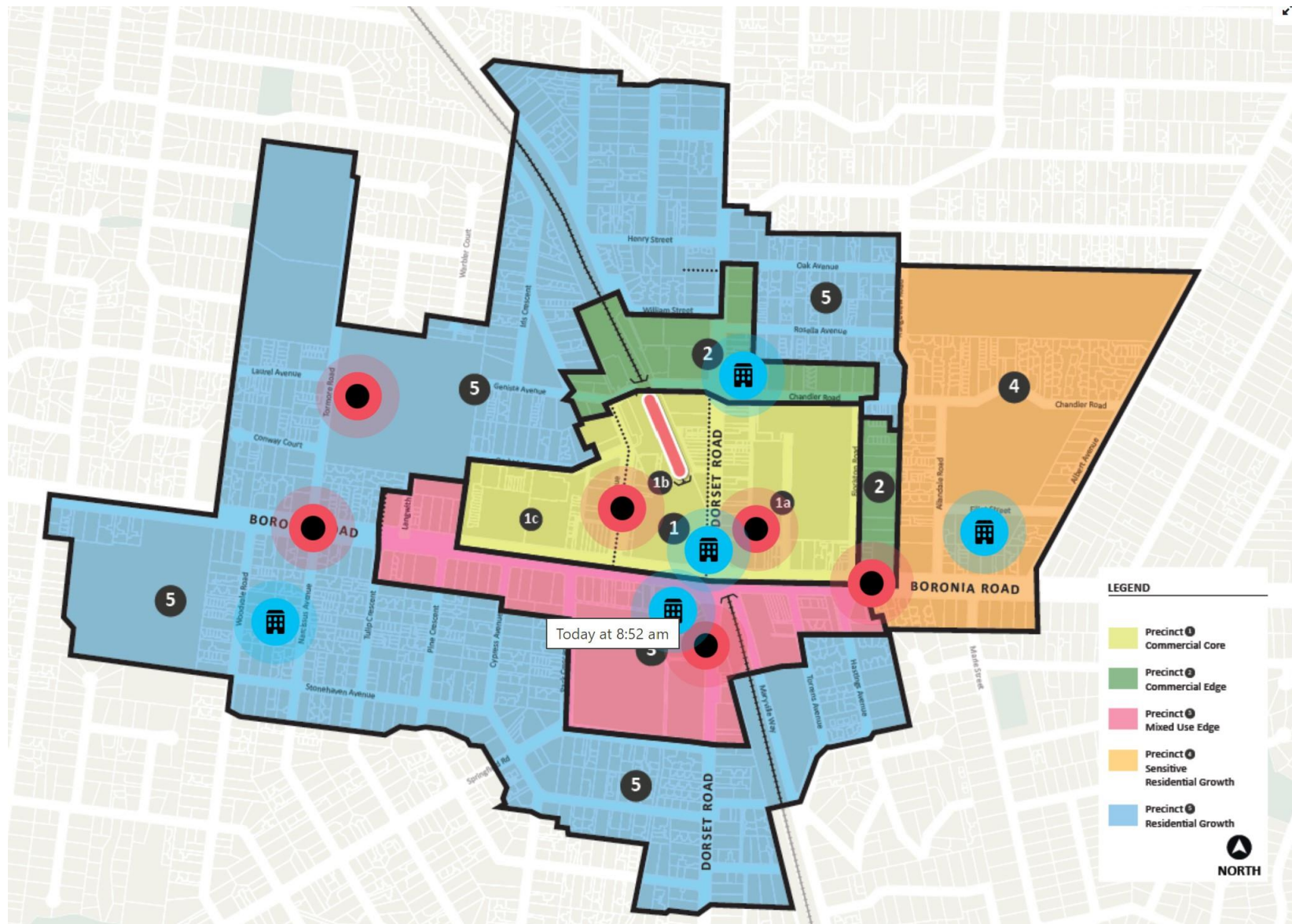


Boronia Renewal Project

Boronia Renewal Strategy 2019 (Revised 2021)









Precinct 1 – Commercial Core

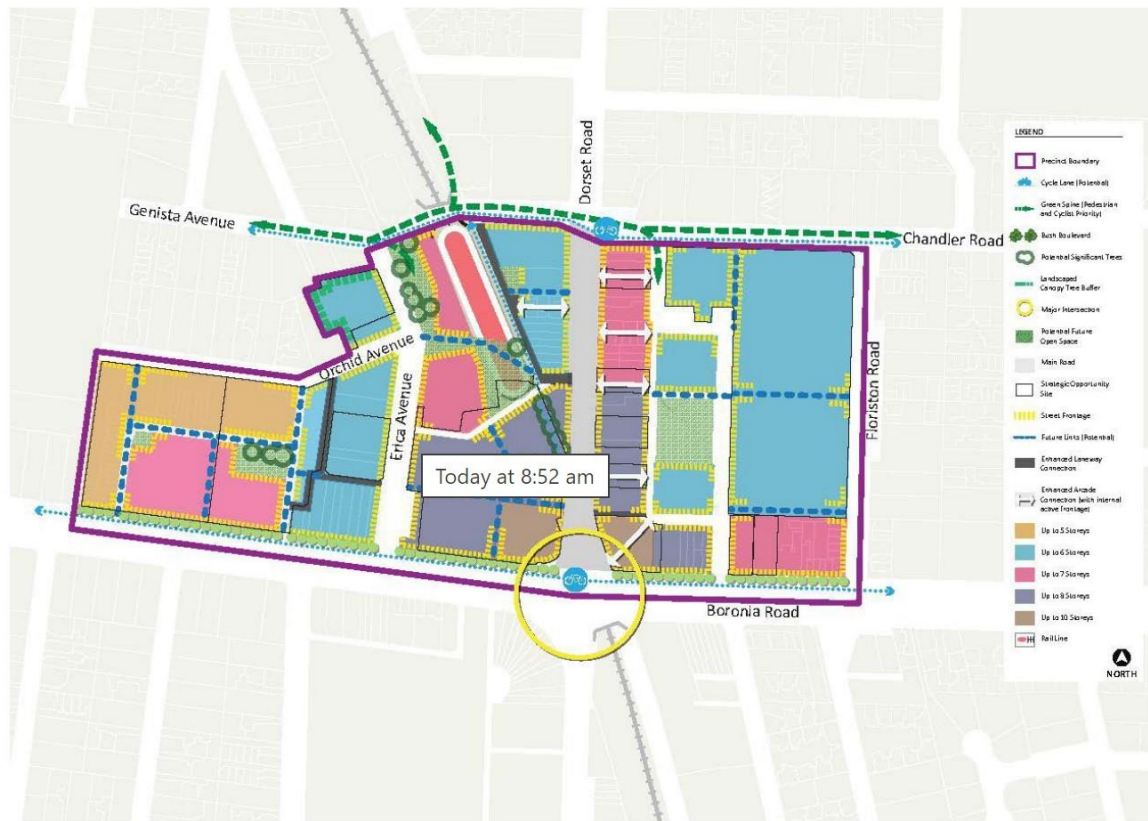


Figure 11 – Precinct 1

Boronia Renewal Strategy 2019 (revised 2021)

Boronia Revitalisation Board

Boronia Revitalisation Board

- Jackson Taylor, MP for Bayswater, Chair of Boronia Revitalisation Board
- Cr Lisa Cooper, Mayor, Knox City Council
- Bruce Dobson, Chief Executive Officer, Knox City Council
- Matthew Scammell, Principal, Boronia K-12 College
- Debbie McLaughlin, Acting Director, Department of Health, Science and Community, Swinburne University
- Steven Wojtkiw, Member, Eastern Metropolitan Partnership
- Fiona Purcell, Executive Officer, Outer Eastern Local Learning and Employment Network
- Heather McTaggart, Manager, The Basin Community House
- Michael Smith, Chief Executive Officer, Eastern Community Legal Centre
- Denise Budge, Centre Manager, Knox Infolink
- Mel Spencer, Executive Officer, Different Journeys
- Majella Beagley, Business Practice Manager, Boronia Medical Centre/Boronia Psychology/Cypress Health
- Debbie Wilkinson, Director Regional Operations, Operations Northern and Eastern Region, Eastern Access Community Health (EACH)



Boronia Revitalisation Community Grant Fund



Business facade upgrades



Erica Avenue streetscape renewal



Green spine corridor concept design



Lupton Way shared zone and public art lighting



Boronia Park Masterplan



My Generation program

Today at 8:52 am



Pop-up events



Replacement of Major Road streetlights

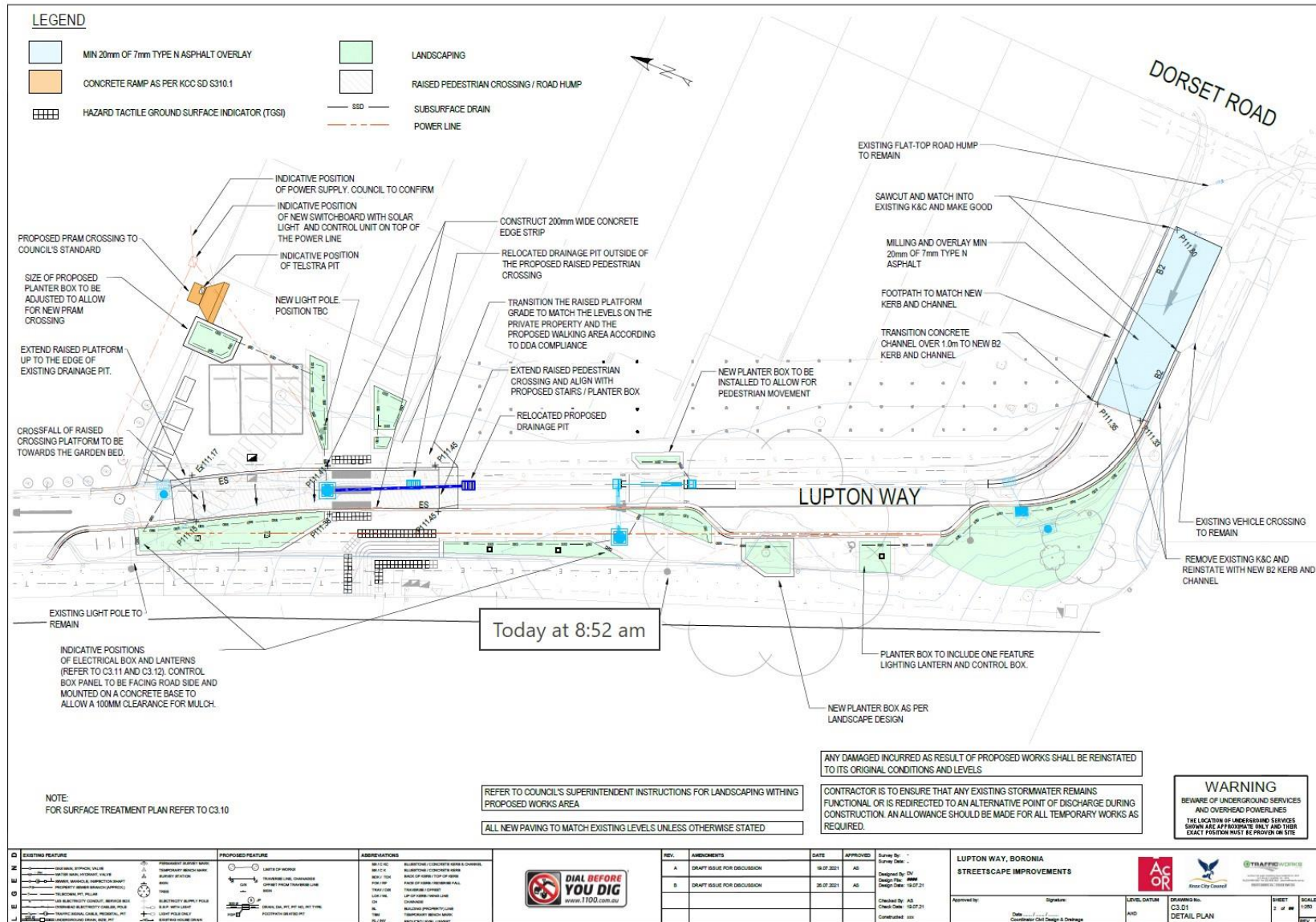


Wayfinding and Branding strategy





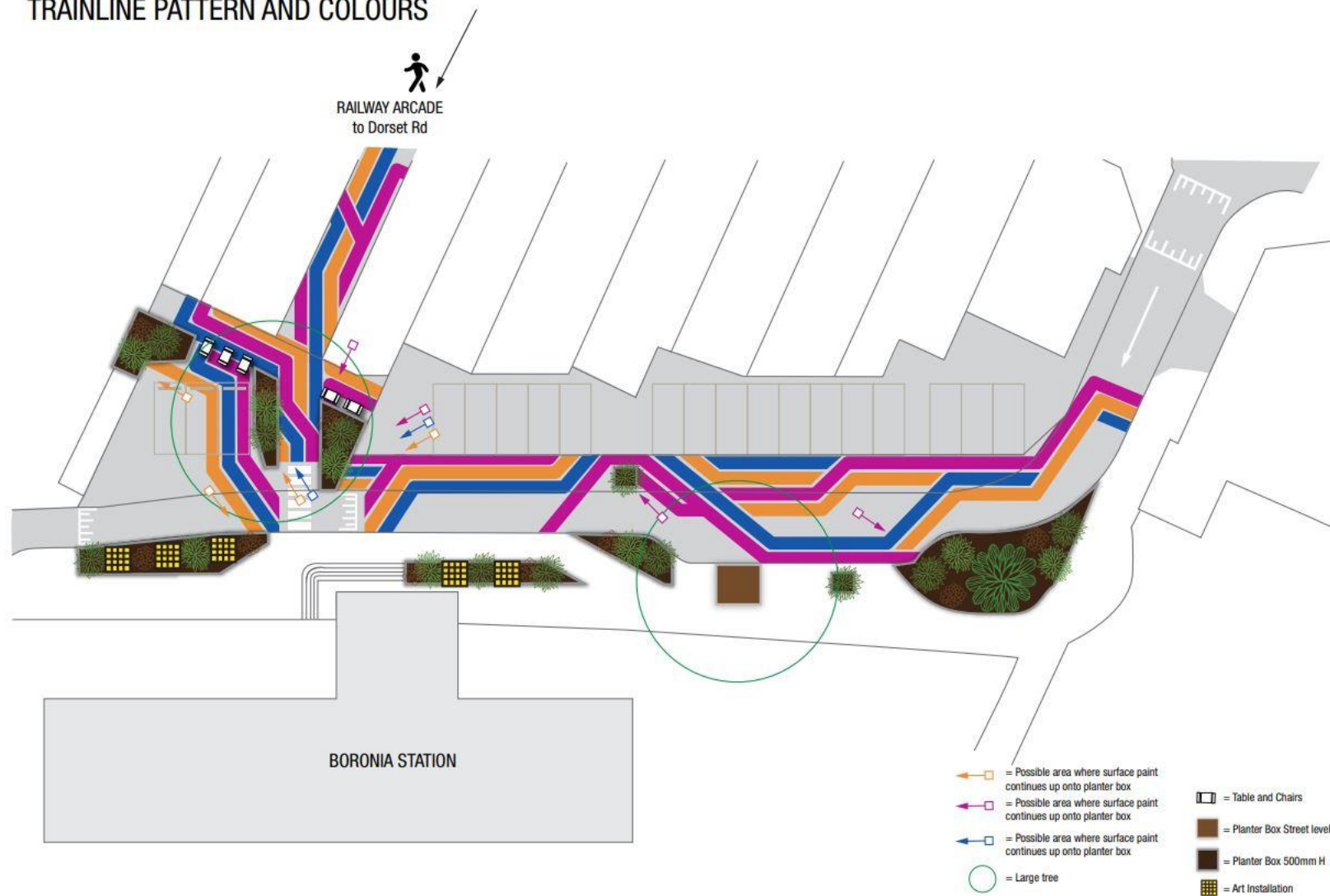
Back in Boronia!

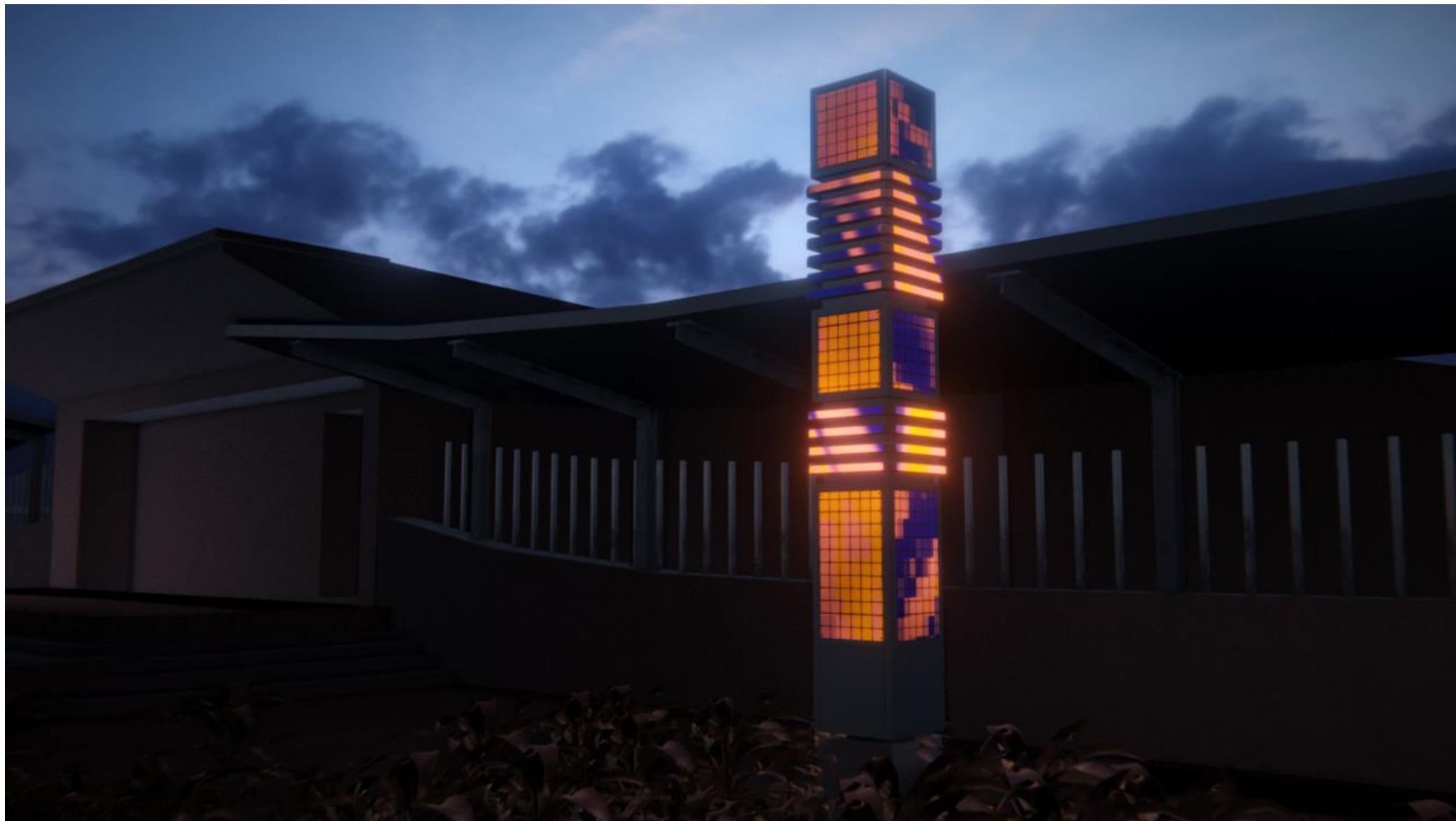






TRAINLINE PATTERN AND COLOURS









Boronia Green Spine (East)



Green Spine – Crossing Point



Green Spine – Integrated Concept



State Government Election commitment

That's why a re-elected Andrews Labor Government will invest \$60 million to completely revitalise Boronia Station. Decking over the southern rail trench will create new open space for the community, as well as better connections to the surrounding shopping strips. The decking will also create direct pedestrian access from car parking to the Dorset Road shops, making it easier for locals to get around central Boronia

Labor announce \$60 million Boronia Station upgrade election promise

10/10/2022

Like 0



Minister for Roads Ben Carroll and Bayswater MP Jackson Taylor announced the election promise at Boronia Station on Monday 10 October. Picture: PARKER MCKENZIE

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Lupton Way



Lupton Way – Public Plaza



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BETTER BORONIA STATION FOR LOCALS



10 October 2022

Eastern Transport Coalition PEDESTRIAN OPERATED SIGNALS					
Municipality	Location	Partnership opportunities	Estimate Cost	Funding source	Comments
Greater Dandenong	Stud Road, Dandenong North – at McFees Road (Dandenong Basketball Stadium, 270 Stud Road) Bus Routes 862 & 901	Intersection signals including POS design & installation DoT Council to assist where applicable	\$5m	DoT	Pedestrian fatality on 4 April 2018 crossing Stud Road near this location. Also Included in CGD independent sites
Greater Dandenong	Springvale Road, Springvale South – Near Elisabeth Avenue Bus Routes 813 & 902	POS design & installation DoT Council to assist where applicable	\$2m	DoT	
Knox	Scoresby Road, Knoxfield -near Camden Park Parade Bus Routes 735 & 755	POS design & installation DoT Council to assist where applicable	\$1.5m	DoT	
Knox	Stud Road, Scoresby – near Rosa Street Bus Routes 681, 682, 745 & 901	POS design & installation DoT Council to assist where applicable	\$2m	DoT	
Manningham	Victoria Street between Ruffey Lake Park and Rieschiecks Reserve	POS design & installation DoT Council to assist where applicable	\$750,000	DoT	This POS will also provide a safe connection to highly utilised bus stops that are serviced by the 295, 279 and 318 bus routes.
Manningham	Reynolds Road, Templestowe – at Smiths Road Bus Routes 309 & 901	POS design & installation DoT Council to assist where applicable	\$2m	DoT	Identified as a priority project in Manningham's Safe Crossing Point program.
Maroondah	Eastfield Shopping Centre Access Improvements Bayswater Road between Eastfield Road and Lucille Avenue (Melways 50 G8)	POS design & installation DoT Council to assist where applicable	\$7.5m	DoT	Signalised intersection with crosswalks; wombat crossings on all slip lanes at Bayswater Road / Eastfield Road; relocated bus stops and shelter; re-defined road alignments.

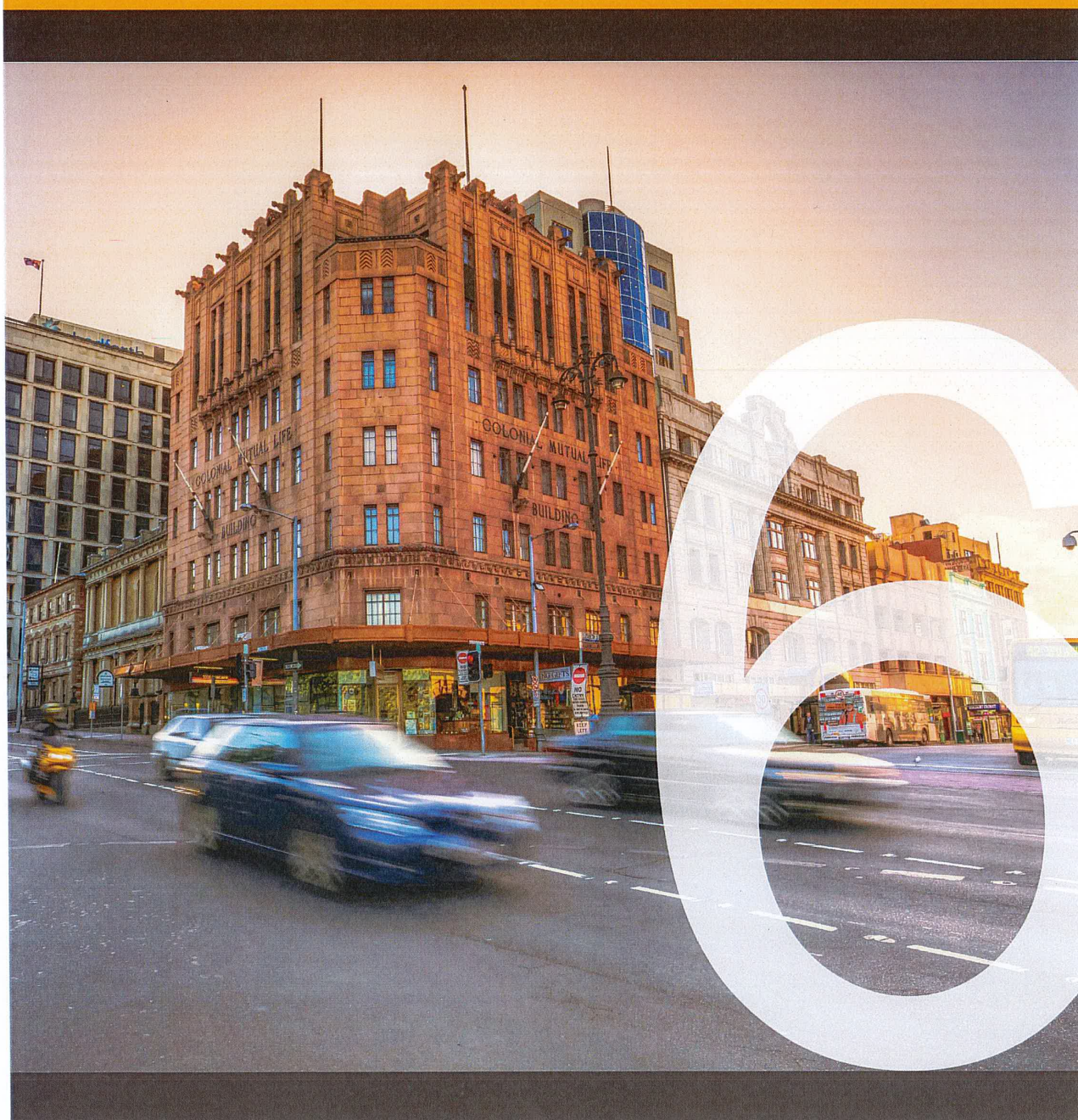
Maroondah	Ringwood Street, Ringwood- btwn Bypass & Loughnan Road Bus Route 370	POS design & installation DoT Council to assist where applicable	\$1.5m	DoT	
Monash	North Road, Clayton - near Flora Road Bus Routes 601, 630 & 900	POS design & installation DoT Council to assist where applicable	\$2m	DoT	
Monash	Waverley Road, Glen Waverley – near/at Watsons Road Bus Routes 736, 753 & 754	POS/Intersection signals design & installation DoT Council to assist where applicable	\$2m	DoT	Analysis to determine best option
Whitehorse	Whitehorse Road, Nunawading - near Goodwin Street, Bus Routes 901 & 271	POS design & installation DoT Council to assist where applicable	\$2m	DoT	
Whitehorse	Springvale Road, Forest Hill –near Pilita Street Bus Route 902	POS design & installation DoT Council to assist where applicable	\$2m	DoT	
Yarra Ranges	Warburton Highway, Wandin, where the Warburton Rail Trail crosses the highway, between Edmond Crescent and Alfred Street. Bus Route 683	DoT to undertake design & installation of POS Council to assist where applicable	\$1m	DoT	
Yarra Ranges	Warburton Highway, Yarra Junction, where the Warburton Rail Trail crosses the highway, approximately 110m north-west of the eastern end of Barack Drive Bus Route 683	DoT to undertake design & installation of POS Council to assist where applicable	\$1m	DoT	

Guide to Traffic Management Part 6

Intersections, Interchanges and Crossings Management



Austroads



Council Plan 2021 - 2025 Priority Actions Progress Report



**Progress Report on Priority Actions - Year 2 (2021 -2025)
Q3 (2022-23) - as at 31 March 2023**






Introduction

The Council Plan 2021-2025 is Maroondah City Council's key medium-term strategic document that sets key directions and priority actions to work towards the long-term community vision outlined in the refreshed *Maroondah 2040: Our future together* community vision.

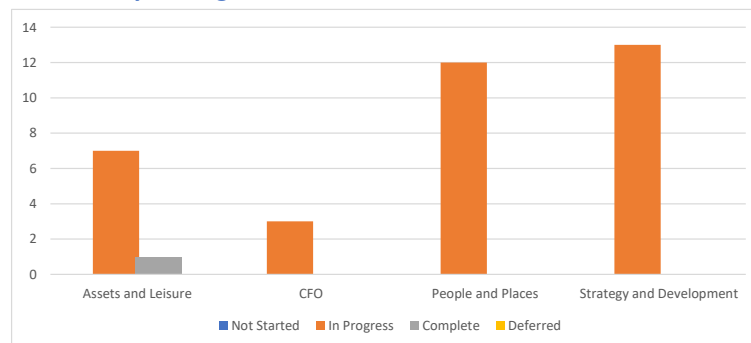
The Council Plan plays a vital role in shaping Maroondah's future over a four year period. It identifies both challenges and opportunities for our community at local and regional level within the context of the community's long term Maroondah 2040 vision. It also forms the basis for Council to make decisions regarding resources and priorities in response to community needs and aspirations.

Each year, Council presents to the community an updated set of key directions and priority actions for implementing the four-year Council Plan. This helps to ensure that the Plan continues to be aligned with *Maroondah 2040: Our future together*, the community's long-term vision, and is responsive to community needs and expectations.

The Council Plan is implemented through a service delivery planning process, and outcomes are measured and reported regularly. This report identifies Council's progress in relation to the Council Plan Priority Actions for the 2022-23 financial year. Some actions span multiple years as identified in the Council Plan 2021-2025. Progress is identified as at 31 March 2023.

-  Priority action is currently on track and/or progressing as expected.
-  Priority action is at risk of not being on track.
-  Priority action is currently not on track and/or not progressing as expected
-  Priority action has been achieved
-  Priority action has been deferred to another year

Summary of Progress









	Assets and Leisure	CFO	People and Places	Strategy and Development
Not Started	0	0	0	0
In Progress	7	3	12	13
Complete	1	0	0	0
Deferred	0	0	0	0
Total	8	3	12	13





Council Plan 2021 - 2025
Year 2 - 2022/23 Priority Actions
Q3 Progress Reporting - as at 31 March 2023






Maroondah 2040 Outcome Area	No.	Council Plan Priority Action	Progress Comment	Project Status	On Track	Target Completion	Directorate	Service Area
A safe, healthy and active community	1	Continue to monitor the social and economic impacts of the COVID-19 pandemic and provide responses aligned to community needs	Council has continued to engage with the different sectors of the community regarding the ongoing social and economic impacts of the coronavirus (COVID-19) pandemic. Relevant social and economic data is being collected and reported to ensure that service delivery is aligned with community needs. Mental health and business support initiatives continue to be implemented.	In Progress	😊	2024-25	Strategy and Development	Community Safety
	2	Design and construct a dog park in Ringwood North	Council was successful in advocating for \$275,000 in Victorian Government funding through the Local Parks Program for a purpose-built dog park in Ringwood North. The fully enclosed Parkwood Dog Park is now open for community use and is the second dog-only park for the municipality, following the opening of Maroondah's first dog park at Eastfield Park in May 2017. The Parkwood Dog park is fully enclosed and features multiple entry gates and a range of elements to keep dogs of all sizes entertained, including a time-out zone for younger and quieter dogs.	Complete	✓	2022-23	Assets and Leisure	Major Projects and Assets Management
	3	Design and construct sporting infrastructure upgrades at Jubilee (regional cricket hub), Proclamation, Springfield, Cheong and Ainslie Parks, and at Dorset Recreation, Silcock and JW Manson Reserves	Council is continuing to construct infrastructure upgrades including pavilions at Jubilee Park (stage 2 - regional cricket hub) and JW Manson Reserve. Pavilions at Dorset Recreation Reserve, Cheong Park, Ainslie Park, Proclamation Park, Springfield Park and Silcock Reserve have been completed.	In Progress	😊	2022-23	Assets and Leisure	Major Projects and Assets Management
	4	Review, update and implement Council's Physical Activity Strategy, and develop and implement an Indoor Sports Facilities (basketball, netball and volleyball) Strategy	Community consultation has been undertaken for the Stadium Sports Strategy and it is anticipated that a draft will be developed for internal consultation by April 2023. Community consultation for the Physical Activity Strategy commenced with Café Consult at Maroondah Festival in November 2022.	In Progress	😊	2024-25	Assets and Leisure	Leisure and Major Facilities
	5	Finalise and implement the Maroondah Liveability, Wellbeing and Resilience Strategy 2021-2031 (including the Health and Wellbeing Action Plan 2021-2023 and Positive Ageing Framework and Action Plan 2021-2025)	In 2022/23, Council has continued implementation of Year 2 actions associated with the Maroondah Liveability, Wellbeing and Resilience Strategy and Health and Wellbeing Action Plan. Actions are being undertaken across priority areas of healthy lifestyles, liveable neighbourhoods, safe communities, social inclusion, embracing diversity and minimising social harms. Highlights include continued delivery of mental health initiatives in response to the coronavirus (COVID-19) pandemic; developing the Croydon Community Wellbeing Precinct (CCWP); implementing the Gender Equality Action Plan; celebrating and recognising indigenous culture, and the establishment of internal and external reconciliation networks; and facilitating sector-based networks and Council's Advisory committees.	In Progress	😊	2024-25	Strategy and Development	City Futures

Maroondah 2040 Outcome No. Council Plan Priority Action			Progress Comment	Project Status	On Track	Target Completion	Directorate	Service Area
A safe, healthy and active community	6	Work in partnership with a broad range of service providers and agencies, to develop and deliver services and cultural experiences in the Croydon Community Wellbeing Precinct	Council has continued to work in partnership with a broad range of service providers and agencies to progress the staged development of the Croydon Community Wellbeing Precinct (CCWP).	In Progress		2024-25	People and Places	Community Services
A prosperous and learning community	7	Advance planning and implementation of 20-Minute Neighbourhood initiatives, including completion of a strategic review of shopping centres in Maroondah	Council has continued to advance planning of 20-Minute Neighbourhood initiatives and has been invited to participate in the 20-Minute Neighbourhoods Municipal Planning Project in 2022/23. This will provide access to grant funding and the opportunity to work with the Victorian Government to plan for 20-Minute Neighbourhoods in Maroondah. The shopping centres strategic review has resulted in a 20-Minute neighbourhoods investment strategy, which is currently being finalised. A draft Neighbourhood Activity Centre (NAC) Strategy has been prepared to advance planning of 20-Minute Neighbourhood initiatives. The Strategy will outline Council's approach to social and capital investment in Maroondah's activity centres. The NAC Strategy complements a five-year capital works program that was developed in January 2023. The capital works program will see a significant infrastructure investment to support local businesses in 31 centres across the City.	In Progress		2024-25	People and Places	Business and Precincts
	8	Work in partnership to implement the Bayswater Business Precinct Transformation Strategy and investigate and implement opportunities to enhance business capability, skill development, employment and education pathways for the manufacturing sector	Council is working in partnership with Knox and Yarra Ranges Councils to implement the Bayswater Business Precinct (BBP) Transformation Strategy adopted by Council in March 2022. The proposed governance structure has been agreed by the three partner councils and its implementation has begun. Economic activities continue to focus on building awareness of the precinct and understanding and strengthening local business connections. Work has progressed on the case for a Hub to provide a connecting space for business and support agencies, and on engaging all relevant internal teams regarding the Action Plan and priorities. Cross council teams have been formed to implement the Strategy focusing on transport, land use planning and the BBP economy.	In Progress		2024-25	People and Places	Business and Precincts






Maroondah 2040 Outcome No. Council Plan Priority Action			Progress Comment	Project Status	On Track	Target Completion	Directorate	Service Area
A prosperous and learning community	9	Work in partnership with the Victorian Government to plan for and support the rollout of funded three year old kindergarten in Maroondah	Council is working closely with the Department of Education and Training (DET) to support the rollout of funded three-year-old and four-year-old kindergarten in Maroondah. In 2022, three-year-old-children were able to access five hours a week in a funded kindergarten program, increasing to 15 hours per week by 2029. Through DET funding, Council has employed a Kindergarten Initiative Project Officer to work with services to understand their needs and ensure that infrastructure will meet community demand. The Kindergarten Infrastructure and Services Plan (KISP) for the City of Maroondah was finalised in 2022. Following this, there was an announcement of 30 hours of funded kindergarten for all four-year-olds (up from the current 15 hours) and the implications of this policy announcement are now being worked through. Council was recently successful in obtaining funding of \$150,000 to support planning for the new Croydon Central Kindergarten and Occasional Care facilities, which are part of the Croydon Community Wellbeing Precinct (CCWP). Council has also employed two short-term roles (Kindergarten Outreach Officer - CALD and Bilingual Children's Services Officer) to support CALD children's access to early childhood education and care.	In Progress		2024-25	People and Places	Community Services
	10	Facilitate co-working opportunities and spaces in Maroondah	The BizHub Coworking Space provides flexible and professional space that inspires collaboration and business connection. The space is currently operating at 95% capacity for premium members, with 20 casual bookings a week. It continues to attract enquiries and tours, predominantly for casual use. The BizHub team continues to build the cowork community through engagement, social events and networking opportunities and promotions.	In Progress		2024-25	People and Places	Business and Precincts
	11	Design the Karralyka redevelopment, and undertake staged redevelopment works	During 2022/23, Council will undertake renewal of Karralyka theatre seating and make improvements to the loading dock. Council will also continue planning for the staged redevelopment of the venue subject to funding. The proposed redevelopment will include: a new multi-purpose foyer expansion, outdoor paved terraced area leading from the enhanced foyer space and some accessibility improvements.	In Progress		2023-24	Assets and Leisure	Major Projects and Assets Management

Maroondah 2040 Outcome No. Council Plan Priority Action			Progress Comment	Project Status	On Track	Target Completion	Directorate	Service Area
A vibrant and culturally rich community	12	Implement the Arts and Cultural Development Strategy 2020-2025 and work with the Maroondah Arts Advisory Committee to maximise arts and cultural opportunities across Maroondah	Implementation of the <i>Arts and Cultural Development Strategy 2020-2025</i> continues. Key projects delivered include significant public art commissions for the Croydon multi-level carpark (Hide & Seek by Damian Vick), and Melview Reserve in Ringwood North (Da Ancient One by Alexander Knox). The Reignite Croydon - Laneway Lights public art project commenced, co-funded by the Victorian Government, to assist in revitalising the night-time economy in Croydon Main Street and Activity Centre. Planning for the integration of arts and cultural facilities within the Croydon Community Wellbeing Precinct (CCWP) is ongoing. Ringwood Arts Precinct activations included Maroondah Mix, a new ongoing music series, launched initially in the Backyard. Arts incubators (Midnight and the Flickering Wilds) and exhibitions (Of Embers, Omission, The Mayoral, On the Wildside, Yours - the Maroondah City Council Art Collection) engaged with general public and targeted youth, refugee, disability and intersectional audiences, showcasing local arts community groups, our collections and spaces. A new programming partnership highlighted local artists and body positive themes, with the In/Visible exhibition and artist panel part of the official culture program of the 2023 PayPal Melbourne Fashion Festival. Several 2022/23 Arts and Culture grant-funded projects were realised during this quarter, including the Blossoms of Life public art, Jazz at the Lake concert, and Sound Tree performance with YourDNA. The Maroondah Arts Advisory Committee also met for the first time in March 2023 , having been reinvigorated with five new members.	In Progress		2024-25	People and Places	Business and Precincts
A clean, green and sustainable community	13	Work in partnership to implement the Reimagining Tarralla Creek project	During 2022/23, Council is seeking to continue partnership with Melbourne Water to deliver the next stage of the Re-imagining Tarralla Creek project. Discussions are underway to identify opportunities to align works on the upcoming Kilsyth to Croydon South Water Mains Renewal Project with delivery of the Swinburne section (Stage 4) of the Re-imagining Tarralla Creek project.	In Progress		2022-23	Strategy and Development	City Futures
A clean, green and sustainable community	14	Review, update and implement Council’s <i>Sustainability Strategy</i> , and Climate Change Risk and Adaptation Strategy	Council adopted the <i>Sustainability Strategy 2022-2031</i> in August 2022. The Strategy includes actions that will promote environmental, social and economic sustainability, addressing themes of the built environment, climate change, community connections, a green economy, green infrastructure, governance, evaluation and improvement. The Climate Change Risk and Adaptation Strategy will be replaced by a Climate Change Plan.	In Progress		2024-25	Strategy and Development	City Futures
	15	Review, update and implement Council’s <i>Carbon Neutral Strategy</i> , including participation in the power purchasing agreement	In 2022/23, Council’s Carbon Neutral Strategy will be combined with the Climate Change Risk and Adaptation Strategy to form a single Climate Change Plan. The Plan will provide a holistic approach to managing climate change mitigation, adaptation and risk across Council and the community.	In Progress		2024-25	Strategy and Development	City Futures

Maroondah 2040 Outcome No. Council Plan Priority Action				Project Status	On Track	Target Completion	Directorate	Service Area
A clean, green and sustainable community	16	Develop and implement Council's <i>Waste, Litter and Resource Recovery Strategy 2020-2030</i>	In 2022/23, the new Food Organics and Garden Organics (FOGO) service will be rolled out to households commencing in May 2023, including standardising of the garden bin lid from maroon to lime green. New receipt and sort, general waste processing, collections and hard waste contracts will come into effect, including changes allowing an additional paid hard waste collection and bookings for collection of garden prunings. A waste services policy, to outline the governance of the new contracts, and capture the access rules for Council waste services will also be developed.	In Progress	😊	2024-25	CFO	Finance and Commercial
	17	Prepare and implement a Maroondah Habitat Connectivity Action Plan	Following the identification of key locations for improving habitat connectivity across the municipality, in partnership with a community advisory group, a detailed action plan is being prepared to enable implementation of measures within the Mullum Mullum Biolink.	In Progress	😊	2024-25	Strategy and Development	City Futures
	18	Implement a streetscape enhancement program, including a significant increase in tree planting	During 2022/23, Council will implement a strategic open space tree renewal program to help replace dead or storm affected trees with the municipality.	In Progress	😊	2024-25	Assets and Leisure	Operations
An accessible and connected community	19	Work in partnership with the Victorian Government to implement road improvement works at New Street Ringwood, Reilly Street and Wantirna Road Ringwood, Eastfield Road Ringwood East, Plymouth Road and Kirtain Drive Croydon; and undertake carpark improvement works at McAlpin Reserve Ringwood North and Dorset Recreation Reserve Croydon	In 2022/23, Council will continue to work in partnership with the Victorian Government to implement road improvement works at: New Street in Ringwood; Reilly Street and Wantirna Road in Ringwood; Eastfield Road in Ringwood East; and Plymouth Road and Kirtain Drive in Croydon. The projects in New Street, Reilly Street and Wantirna Road were completed in mid-2022. The upgrade to Plymouth Road and Kirtain Drive is being delivered by the Department of Transport and Planning (DTP / VicRoads) and commenced in late 2022 with early service installation works associated with traffic signals and pedestrian operated signals. Due to delays in service authority works experienced by DTP, the project is now expected to be completed in the first half of the 2023/24 financial year. Carpark improvement works at McAlpin Reserve in Ringwood North were completed in July 2021. The carpark upgrade at Dorset Recreation Reserve in Croydon is complete with carpark and facility landscaping and other minor works to be completed in May 2023 to finalise the project.	In Progress	😊	2022-23	Strategy and Development	Engineering and Building
	20	Design and construct activity centre carparks in Croydon, Ringwood and Heathmont; and at Heatherdale station	In 2022/23, Council will continue the design and construction of the Activity Centre carpark in Ringwood.	In Progress	😊	2023-24	Assets and Leisure	Major Projects and Assets Management

Maroondah 2040 Outcome No. Council Plan Priority Action		Progress Comment	Project Status	On Track	Target Completion	Directorate	Service Area
An accessible and connected community	21	Work in partnership with the Victorian Government to support the removal of level crossings at Bedford Road Ringwood, Dublin Road Ringwood East and Coolstore Road Croydon; and the construction of new stations at Ringwood East and Croydon	In Progress		2024-25	Strategy and Development	Engineering and Building
	22	Advocate to the Australian and Victorian Governments for provision of new and upgraded major transportation infrastructure in Maroondah, including public transport enhancements	In Progress		2023-24	People and Places	Communications and Citizen Experience
	23	Work in partnership to undertake renewal works on the Mullum Mullum Creek and Colchester Road shared trails; and continue footpath construction in the Principle Pedestrian Network	In Progress		2024-25	Strategy and Development	Engineering and Building

Maroondah 2040 Outcome No. Council Plan Priority Action		Progress Comment	Project Status	On Track	Target Completion	Directorate	Service Area
An attractive, thriving and well built community	24	Develop a new Croydon Structure Plan and prepare a planning scheme amendment to incorporate the policy into the Maroondah Planning Scheme	In Progress	😊	2022-23	Strategy and Development	City Futures
	25	Work in partnership to implement the Greening the Greyfields project to facilitate a sustainable approach to urban redevelopment in identified residential precincts	In Progress	😊	2024-25	Strategy and Development	City Futures
	26	Undertake the staged redevelopment of the Croydon Community Wellbeing Precinct	In Progress	😊	2024-25	Assets and Leisure	Major Projects and Assets Management
	27	Undertake flood mitigation works in New Street, Ringwood, Sherbrook Avenue catchment in Ringwood, and Scenic Avenue and Wingate Avenue catchments in Ringwood East; and work in partnership to develop flood mitigation solutions for central Croydon	In Progress	😊	2024-25	Strategy and Development	Engineering and Building
An inclusive and diverse community	28	Work in partnership to support volunteer-based organisations and facilitate volunteerism within Maroondah	In Progress	😊	2022-23	Strategy and Development	City Futures
	29	Investigate and implement additional female changing facilities at local sporting venues	In Progress	😊	2024-25	Assets and Leisure	Leisure and Major Facilities
	30	Implement the Children and Families Strategy and Action Plan; and the Youth Strategy and Action Plan	In Progress	😊	2024-25	People and Places	Community Services
	31	Implement the Gender Equality Act 2020, including Council's Gender Equality Action Plan	In Progress	😊	2024-25	People and Places	People and Culture

Maroondah 2040 Outcome No. Council Plan Priority Action			Progress Comment	Project Status	On Track	Target Completion	Directorate	Service Area
An inclusive and diverse community	32	Continue to monitor and respond to Australian Government Aged Care Reforms to ensure that Council services adapt appropriately to meet current and future community needs	Council will continue to monitor the My Aged Care reform agenda. The Australian Government has announced that reforms will not occur prior to July 2024 in line with the recommendations of the Royal Commission into Aged Care.	In Progress		2024-25	People and Places	Community Services
A well governed and empowered community	33	Implement the new Local Government Act 2020	During 2022/23, Council has implemented the new Rating Reform Bill, which was made publicly available in June 2022. All other elements of the Local Government Act 2020 have been implemented. Councils are currently awaiting guidance material to be issued by Local Government Victoria (LGV) regarding the review of statutory policies in the lead-up to the 2024 Council Election.	In Progress		2022-23	CFO	Governance and Performance
	34	Advocate on key local issues on behalf of the Maroondah community, including in the lead up to the Victorian and Australian Government elections in 2022	During 2022/23, Council will continue its advocacy to both the Australian and Victorian governments to seek funding to address a range of key priority infrastructure, and sporting and transportation improvement projects that will benefit the Maroondah community. Council received funding commitments from both the Liberal Party and the Labor Party totalling \$12.5 million in the lead up to the Federal election in May 2022 and is working with the new government to secure funding agreements. Council continues its advocacy campaign in the lead up to the Victorian Government election in November 2022 and to date has received commitments totalling over \$32.5 million.	In Progress		2022-23	People and Places	Communications and Citizen Experience
	35	Develop and implement a new Customer Service Strategy that will continue to advance Council's commitment to be highly responsive and customer focused	Council has developed a new Customer Service Strategy in line with evolving customer expectations. This Strategy includes the development of online engagement channels and focuses on strengthening internal service partnerships. These partnerships are reviewed on a regular basis with action plans developed to ensure continued and integrated service provision to the Maroondah community.	In Progress		2024-25	People and Places	Communications and Citizen Experience
	36	Deliver a broad range of Council services to meet current and future community needs along with sustainable management of Maroondah's resources, assets and environment	In 2022/23, Council continues to ensure service delivery considers community needs and aspirations, national and regional trends, financial sustainability and the challenges arising from the coronavirus (COVID-19) pandemic.	In Progress		2024-25	CFO	Governance and Performance

Local Government Performance Reporting Framework 2022/23 Reporting Year







SERVICE PERFORMANCE INDICATOR RESULTS - YTD Quarter 3
(1 July 2022 – 31 March 2023)

Introduction

The Local Government Performance Reporting Framework (LGPRF) is a key initiative to improve the transparency and accountability of council performance to ratepayers and to provide a more meaningful set of information to the public. The framework is made up of a range of performance measures and a governance and management checklist items which together build a comprehensive picture of council performance.

The following report provides the prescribed Local Government Performance Reporting Framework service performance indicator results for end Q3 2022/23.




The following status icons may assist in interpreting these service performance results



	Result is currently on track / progressing as expected / within expected range for the reporting period
	Result is neutral / yet to be finalised / being monitored
	Result is currently not on track / not progressing as expected / outside expected range for the reporting period
	Result not available / New measure with no comparison available



Animal Management

Provision of animal management and responsible pet ownership services to the community including monitoring, registration, enforcement and education




Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Timeliness	Number of days taken to action animal requests					This measure relates to the average number of days since receipt and the first response for all animal management requests. The time taken to action animal management requests is well within the expected range.	
Time taken to action animal requests	<i>Expected range: 1 to 10 days</i>	1.01 days	1.02 days	1.03 days	1.05 days		
Service standard	% of collected animals reclaimed					This measure considers the percentage of collected registrable animals reclaimed under the <i>Domestic Animals Act 1994</i> . The number of animals reclaimed by owners has decreased slightly. Officers continue to focus on reuniting animals with owners.	
Animals reclaimed	<i>Expected range: 30% to 90%</i>	67.18%	68.71%	70.3%	48.2%		
Service standards	% of animals rehomed					This measure considers the percentage of collected registrable animals under the <i>Domestic Animals Act 1994</i> that are rehomed. The number of animals rehomed has increased due to a decrease in the number of animals being reclaimed by owners.	
Animals rehomed	<i>Expected range: 20% to 80%</i>	18.46%	14.29%	19%	44.01%		

Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Service cost	\$ direct cost of the animal management service per registered animal <i>Expected range: \$3 - \$40</i>					This measure captures the direct cost of the animal management service per registrable animal under the <i>Domestic Animals Act 1994</i> . There is only slight variation for the cost of animal management services compared to the same time in the previous financial year.	
Cost of animal management service		\$3.43	\$3.54	\$5.33	\$4.20		
Health and safety	No of prosecutions <i>Expected range: 50% - 200%</i>					This measure captures the percentage of successful animal management prosecutions under the <i>Domestic Animals Act 1994</i> . This measure has changed to a percentage value instead of a numeric value. The number of animal management prosecutions remains within the expected range.	
Animal management prosecutions		100.00%	100.00%	100%	N/A		



Aquatic Facilities

Provision of indoor and outdoor aquatic facilities to the community and visitors for wellbeing, water safety, sport and recreation



Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Service standard	Number of health inspections per Council aquatic facility <i>Expected range: 1 to 4 inspections</i>	1 inspection	0 inspections	1 inspection	2 inspections	From 1 January 2021, aquatic facilities were required to be registered with Council. Inspections are carried out by Council's Community Health team for each aquatic facility annually, with a follow up inspection if required. Annual health inspections are conducted annually in November and December 2022, and all have now been completed.	
Utilisation	Number of visits to aquatic facilities per head of municipal population <i>Expected range: 1 to 10 visits</i>	6.45 visits	1.63 visits	4.43 visits	3.34 visits	The municipality has three Council-owned and operated aquatic facilities. The utilisation of aquatic facilities has increased when compared to the same time in the previous financial year and is beginning to resemble pre-COVID attendance numbers.	
Service cost	\$ direct cost less any income received of providing aquatic facilities per visit <i>Expected range: \$3 to \$20</i>	\$0.45	\$7.06	\$2.91	\$5.70	This measure considers the overall cost to Council of running its aquatic facilities less revenue received. The cost of aquatic facilities per visit has decreased compared to the same time in the previous quarter due to an increase in the number of visits.	



Food Safety

Provision of food safety services to the community including registrations, education, monitoring, inspections and compliance

Service indicator/measure	Measure expressed as:	YTD Calendar Year (Q1) 2023	YTD Calendar Year (Q1) 2022	EOY Calendar Year 2021	EoY Calendar Year 2020	Comment	Status
Timeliness Time taken to action food complaints	Number of days taken to action food complaints <i>Expected range: 1 to 10 days</i>	1.89 days	1.95 days	1.67 days	1.95 days	The indicator measures the average number of days taken for Council to respond to food complaints from receipt to first response action. Data shown is for the 2022 calendar year to align with reporting to the Department of Health (DoH). The number of days to action food complaints is within expected range. Where possible Council and the Environmental Health Officer's ensure they respond to requests as soon as they are received.	
Service standard Food safety assessments	% of registered class 1 food premises and class 2 food premises that receive an annual food safety assessment <i>Expected range: 50% to 120%</i>	13.68%	12.48%	99.11%	93.61%	This measure relates to the percentage of registered Class 1 food premises and Class 2 food premises that receive an annual food safety assessment. Data shown is for the 2022 calendar year to align with reporting to the Department of Health (DoH). Food safety assessments generally commence from February onwards and the full figure result will not be available until the end of the calendar year.	



Service indicator/measure	Measure expressed as:	YTD Calendar Year (Q1) 2023	YTD Calendar Year (Q1) 2022	EOY Calendar Year 2021	EoY Calendar Year 2020	Comment	Status
Service cost							
Cost of food safety service	\$ direct cost of the food safety service per registered food premises <i>Expected range: \$300 to \$1,200</i>	\$550.16 (financial year)	\$487.31 (financial year)	\$641.56 (financial year)	\$599.36 (financial year)	This measure captures the direct cost of providing food safety services per food premises. This cost of the food safety service has increased slightly employee movements, leave taken and less premises being registered.	
Health and safety							
Critical and major non-compliance notifications	% of critical and major non-compliance outcome notifications that are followed up by council <i>Expected range: 60% to 100%</i>	88.24%	63.64%	83.33%	100%	This indicator measures the percentage of critical and major non-compliance outcome notifications that are followed up by Council. Council aims to respond to 100% of these notifications. Data shown is for the 2022 calendar year to align with reporting to the Department of Health (DoH).	



Governance

Provision of good governance to the community including making and implementing decisions with reference to community engagement, policy frameworks and agreed practice

Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Transparency Council resolutions at meetings closed to the public	% of Council resolutions made at meetings closed to the public <i>Expected range: 0% to 30%</i>	9.43%	7.14%	15.49%	13.13%	This indicator measures the percentage of Council resolutions made at an ordinary or special Council meeting, or at a meeting of a special committee consisting only of Councillors, closed to the public under Section 66 of the <i>Local Government Act 2020</i> . The percentage of Council resolutions at meetings closed to the public has increased due to more tender evaluation recommendations/reports that required Council approval (>\$500,000).	
Consultation and engagement Satisfaction with community consultation and engagement	Satisfaction rating out of 100 <i>Expected range: 40 to 70</i>	Not available	Not available	59	55	Satisfaction is measured as part of the annual Community Satisfaction Survey, with results to be made available in June 2023.	
Attendance Council attendance at Council meetings	% of Council attendance at ordinary and special Council meetings <i>Expected range: 80% to 100%</i>	90.12%	94.44%	83.33%	92.86%	Each year, a range of ordinary and special meetings of Council are held. This indicator measures the overall attendance levels for these meetings. The percentage of attendance at Council meetings has decreased slightly due to leave of absences.	


Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Service cost	\$ direct cost of the governance service per councillor						
Cost of elected representation	<i>Expected range: \$30,000 to \$80,000</i>	\$44,809.22	\$36,467.22	\$54,133.44	\$46,640.44	This measure captures the direct cost of delivering the governance service per elected representative. The cost of elected representation has increased slightly when compared to the same time in the previous financial year due to increase in activities as the Council term progresses.	
Decision making	Satisfaction rating out of 100						
Satisfaction with Council decisions	<i>Expected range: 40 to 70</i>	Not available	<i>Not available</i>	59	60	Satisfaction is measured as part of the annual Community Satisfaction Survey, with results to be made available in June 2023.	



Libraries

Provision of print and digital based resources to the community in a variety of formats including collection services, e-services, research tools and interactive learning programs

Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Utilisation							
Physical library collection usage	Number of physical library collection item loans per library collection item <i>Expected range: 1 to 9 items</i>	Not available	4.22	6.22	4.97	Maroondah is a member of the Eastern Regional Libraries Corporation, which is a co-operative venture serving three outer eastern metropolitan councils. These results relate to libraries in the Maroondah municipality, which are located in Croydon and Ringwood (Realm).	?
Resource standard							
Recently purchased library collection	% of recently purchased library collection that has been purchased in the last 5 years <i>Expected range: 40% to 90%</i>	Not available	79.60%	78.43%	79.27%	This measure refers to the percentage of the library collection that has been purchased in the last five years.	?
Participation							
Active library members	% of the municipal population that are active library members <i>Expected range: 10% to 40%</i>	Not available	13.45%	12.03%	13.83%	This indicator highlights the percentage of the municipal population that are active library members. The number of active library borrowers within the municipality can be expected to vary over time. Borrowing can include print and loan identifiable digital materials.	?

Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Service cost	\$ direct cost of the library service					This measure captures the direct cost of the library service per municipal population. Cost of library services per population has been consistent, even with the change in the indicator moving from cost of library service per visit to per population in 2020.	
Cost of library service	<i>Expected range: \$10 to \$90</i>	Not available	\$14.69	\$19.71	\$17.37		



Maternal and Child Health

Provision of universal access to health services for children from birth to school age and their families
including early detection, referral, monitoring and recording child health and development

Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Service standard Infant enrolments in the MCH service	% of infants enrolled in the MCH service <i>Expected range: 90% to 110%</i>	101.14%	101.90%	101.33%	101.09%	The Maternal Child Health (MCH) service enrolls newborn infants in the service at the home visit following receipt of a birth notification from the hospital. All birth notifications received by Council result in an MCH enrolment, however, the phasing of birth notifications and enrolment across reporting periods can result in the reported figure being less than or greater than 100%.	
Service cost Cost of the MCH service	\$ cost of the MCH service per hour of service delivered <i>Expected range: \$50 to \$200</i>	\$74.06	\$249.81	\$76.47	\$97.53	This measure refers to the cost of Councils MCH service per hour of service delivered. The cost of the MCH service has now returned to expected range.	
Participation Participation in MCH service	% of children enrolled who participate in the MCH services <i>Expected range: 70% to 100%</i>	72.52%	36.46%	73.42%	76.19%	This measure captures participation of children in key age and stage appointments which can vary due to timing of appointments during the financial year.	
Participation Participation in MCH service by Aboriginal children	% of Aboriginal children enrolled who participate in the MCH service <i>Expected range: 60% to 100%</i>	73.40%	49.43%	84.69%	78.31%	This measure captures the percentage of Aboriginal children enrolled who participate in the MCH service, which can vary due to timing of appointments during the financial year.	
Satisfaction Participation in first MCH home visit	% of infants enrolled in the MCH service who receive the first MCH home visit <i>Expected range: 90% to 110%</i>	94.79%	100.95%	101.33%	96.99%	This measure considers the percentage of infants enrolled in the Maternal Child Health (MCH) service who participated in 4-week Key Age and Stage visit. The percentage remains at 100%. Anything below 100% reflects appointments made but not yet attended within the financial year.	



Roads

Provision of a network of sealed local roads under the control of the municipal council to all road users



Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Satisfaction of use							
Sealed local road requests	Number of sealed local road requests per 100 kilometres of sealed local road <i>Expected range: 10 to 120 requests</i>	100.83	0.78	113.31	93.96	Road requests are defined as customer requests logged within the Council corporate customer service application Infor Pathway. Requests include line marking, pothole repairs, damaged roads and patching, and road sweeping. The number of sealed road requests has increased due to more motorists being on the road following the easing coronavirus (COVID-19) restrictions.	
Condition							
Sealed local roads below the intervention level	% of sealed local roads that are below the renewal intervention level <i>Expected range: 80% to 100%</i>	97.71%	93.36%	98.65%	98.85%	Council defines a technical level of service intervention figure to be a Pavement Condition Index (PCI) of 5 in Council's pavement management system, SMEC Pavement Management System. The deterioration of our road network has been modelled by our PMS. There was only minor variation in this result when compared to the previous year.	



Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Service cost							
Cost of sealed local road reconstruction	\$ direct reconstruction cost per square metre of sealed local roads reconstructed <i>Expected range: \$20 to \$200</i>	Not available	Not available	\$385.77	\$250.31	The total project cost associated with the reconstruction of a sealed local road is considered. The project cost may include but is not limited to traffic control, road base, road surface, kerb, stormwater drain and traffic management device costs. Some works have commenced in the second quarter however the costs have not been fully released. This measure will be updated in coming quarters.	?
Service cost							
Cost of sealed local road resealing	\$ direct resealing cost per square metre of sealed local roads resealed <i>Expected range: \$4 to \$30</i>	Not available	Not available	\$36.89	\$25.37	Council only uses asphalt products for resealing in line with community expectations. Generally, where advanced pavement deterioration is present (i.e. crocodile cracking) Council undertakes deep lift patching prior to resealing. Only reseals for a full road block as defined in Council's asset register has been included in this figure. Reseals that do not cover an entire road block are considered to be a patch and are not included. Some works have commenced in the second quarter however the costs have not been fully released. This measure will be updated in coming quarters.	?
Satisfaction							
Satisfaction with sealed local roads	Satisfaction rating out of 100 <i>Expected range: 50 to 100</i>	Not available	Not available	63	67	Satisfaction is measured as part of the annual Community Satisfaction Survey, with results to be made available in June 2023.	?



Statutory Planning

Provision of land use and development assessment services to applicants and the community including advice and determination of applications



Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Timeliness							
Time taken to decide planning applications	Days between receipt of a planning application and a decision on the application 21.25 Expected range: 30 to 110 days	35	35	29	28	This measure looks at the median number of days taken between receipt of a planning application and a decision on the application. In addition to Councils dedication to provide timely decisions, Councils electronic planning application processes allowed for more efficient processing time. The time taken to decide on planning applications remains low at 35 days on average for the quarter. This is within target range of between 30 and 110 days.	
Service standard							
Planning applications decided within 60 days	% of planning application decisions made within required timeframe days Expected range: 40% to 100%	73.42%	73.42%	83.54%	86.87%	In accordance with the Planning and Environment Act 1987, a council is permitted 60 statutory days to determine a planning application. The 60 statutory days includes weekends, public holidays and commences when the application is lodged. The legislation allows for the 60-day statutory clock to be stopped and re-started in certain circumstances. The planning applications decided within the required timeframes is at the same rate compared to the same time in the previous financial year.	




Service indicator/measure	Measure expressed as:	Q3 YTD 2022/23	Q3 YTD 2021/22	EoY 2021/22	EoY 2020/21	Comment	Status
Service cost							
Cost of statutory planning service	\$ direct cost of the statutory planning service per planning application <i>Expected range: \$500 to \$4,000</i>	\$2,849.81	\$1,832.20	\$1917.15	\$1,919	This measure looks at the direct cost of Council to provide the statutory planning service per planning application received. The direct cost of the statutory planning service was higher than the same time in the previous financial year due to the increased expenditure on resources to assist with the workload because of staff vacancies.	
Decision making							
Planning decisions upheld at VCAT	% of decisions subject to review by VCAT that were not set aside <i>Expected range: 30% to 100%</i>	96.55%	85.71%	89.19%	81.82%	If an applicant disagrees with the decision of Council in relation to a planning application, they have the opportunity to appeal the decision at the Victorian Civil and Administrative Tribunal (VCAT). This indicator measures the percentage of planning application decisions made by Council, appealed by an applicant and subject to review by VCAT that were not set aside (i.e. VCAT agreed with the decision of Council). Of the 14 VCAT decisions made, 13 have been upheld by the Tribunal, resulting in a success rate of 96.5% of Council decisions being affirmed.	



Waste Collection

Provision of kerbside waste collection service to the community including garbage and recyclables

Service indicator/measure	Measure expressed as:	Q3 YTD 2021/22	Q3 YTD 2020/21	EoY 2021/22	EoY 2020/21	Comment	Status
Satisfaction							
Kerbside bin collection requests	Number of kerbside bin collection requests per 1000 kerbside bin collection households <i>Expected range: 10 to 300 requests</i>	67.75	66.53	88.87	76.91	Council provides a comprehensive waste management service that strives to meet best practice standards in terms of kerbside collection. This indicator focuses on the kerbside bin collection service. Council provides a three-bin waste collection service (garbage, recyclables, and green organics). These requests relate to cancellations, damaged bin repairs/replacements or replacing stolen bins. This figure tends to fluctuate according to population movement in the municipality.	
Service standard							
Kerbside collection bins missed	Number of kerbside collection bins missed per 10,000 scheduled kerbside collection bin lifts <i>Expected range: 1 to 20 bins</i>	5.05	4.85	4.7	4.55	This indicator identifies the ratio of bins missed compared to scheduled bin collections. This includes 120L, 80L, second bin and fortnightly recycling kerbside bin collection. There was a slight increase in kerbside bin collections missed compared to the same time in the previous year due to a change in contract with trucks and drivers now from a different depot, which has a different disposal site. It is expected that this will improve going forward as drivers start to get use to their routes.	

Service indicator/measure	Measure expressed as:	Q3 YTD 2021/22	Q3 YTD 2020/21	EoY 2021/22	EoY 2020/21	Comment	Status
Service cost							
Cost of kerbside garbage collection service	\$ direct cost of the kerbside garbage bin collection service per kerbside garbage collection bin <i>Expected range: \$40 to \$150</i>	\$114.06	\$99.16	\$131.30	\$109.55	This measure looks at the direct cost of Council to provide the kerbside garbage bin collection service per kerbside garbage bin. The cost of the kerbside garbage collection increased slightly due to an increase in the landfill levy from \$105.90 per tonne to 125.90 as of 1 July 2022 as well as an increase in fuel prices.	
Service cost							
Cost of kerbside recyclables collection service	\$ direct cost of the kerbside recyclables collection service per kerbside recyclables collection bin <i>Expected range: \$10 to \$80</i>	\$53.37	\$57.60	\$75.74	\$77.45	This measure looks at the direct cost of Council to provide the kerbside recyclables collection service per kerbside recyclables bin. The cost of kerbside recycling processing has decreased due to obtaining a better rate with the new processing contract.	
Waste diversion							
Kerbside collection waste diverted from landfill	% of garbage, recyclables and green organics collected from kerbside bins that is diverted from landfill <i>Expected range: 20% to 60%</i>	56.16%	56.37%	55.50%	56.71%	This measure refers to the percentage of garbage, recyclables and green organics collected from kerbside bins that is diverted from landfill. There is only a slight variation on the amount of waste diverted from landfill compared to the same time in 2021/22	

FINANCIAL REPORT

Nine months ended

31 March 2023



Financial Report
Nine months ended 31 March 2023

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Financial Report
Nine months ended 31 March 2023

1. Income Statement

For the nine months ending 31 March 2023

	YTD Forecast Budget \$'000	YTD Actual Results \$'000	YTD Forecast Variance \$'000	Annual Forecast \$'000	Adopted Budget \$'000	Variance Adopted To Forecast \$'000
Income						
Rates & charges	102,228	102,259	32	102,486	102,337	149
Statutory fees & fines	3,299	3,539	240	5,253	5,190	62
User fees	22,666	22,795	129	29,364	28,262	1,102
Contributions - cash	4,152	4,140	(12)	6,879	5,945	934
Grants - operating (recurrent)	3,662	3,638	(23)	8,838	8,314	524
Grants - operating (non-recurrent)	1,110	1,247	137	16,577	426	16,152
Other income	2,089	2,357	269	2,285	1,178	1,108
Net gain (loss) on disposal of property, infrastructure, plant & equipment	13	489	476	(113)	(93)	(20)
Total income	139,218	140,465	1,247	171,570	151,558	20,011
Expenses						
Employee costs	49,037	49,067	(30)	63,879	63,388	(491)
Materials and services	22,975	22,587	388	30,592	30,341	(251)
Contractors	19,111	18,102	1,009	41,321	25,950	(15,371)
Depreciation and amortisation	20,407	20,407	(0)	27,209	27,209	0
Amortisation - right of use assets	0	0	0	862	862	(0)
Finance costs	182	182	0	354	926	572
Finance costs - leases	0	0	0	61	61	0
Other expenses	1,097	1,055	42	710	769	59
Total expenses	112,809	111,399	1,409	164,989	149,507	(15,483)
Underlying surplus (deficit)	26,410	29,066	2,656	6,580	2,052	4,529
Grants - capital (recurrent and non- recurrent)	7,688	7,689	1	28,611	23,585	5,026
Comprehensive result	34,098	36,755	2,657	35,191	25,637	9,554

Financial Report
Nine months ended 31 March 2023

2. Balance Sheet

As at 31 March 2023

	31/03/2023	31/03/2022	30/06/2022
	\$ '000	\$ '000	\$ '000
Assets			
Current assets			
Cash and cash equivalents	8,901	37,109	45,875
Trade and other receivables	29,337	40,403	28,869
Other financial assets	85,238	31,343	23,981
Inventories	492	503	480
Other assets	243	1,009	724
Total current assets	124,211	110,367	99,929
Non-current assets			
Trade and other receivables	447	571	447
Other financial assets	1,057	1,057	0
Investments in associates, joint arrangements and subsidiaries	2,534	3,733	2,533
Property, infrastructure, plant and equipment	2,024,493	1,948,869	2,014,272
Right-of-use assets	1,308	2,149	1,308
Intangible assets	748	874	748
Total non-current assets	2,030,587	1,957,253	2,019,308
Total assets	2,154,798	2,067,620	2,119,237
Liabilities			
Current liabilities			
Trade and other payables	(5,269)	(15,767)	(9,759)
Trust funds and deposits	(13,645)	(5,627)	(6,371)
Unearned income - operating grants	(10,770)	(10,725)	(11,529)
Unearned income - capital grants	(28,700)	(25,570)	(4,421)
Provisions	(14,047)	(14,582)	(14,193)
Interest-bearing liabilities	(1,875)	(1,578)	(2,715)
Lease liabilities	(645)	(934)	(645)
Total current liabilities	(74,951)	(74,783)	(49,633)
Non-current liabilities			
Trust funds and deposits	(293)	(330)	(293)
Unearned income - capital grants	0	0	(25,661)
Provisions	(1,223)	(1,507)	(1,223)
Interest-bearing liabilities	(20,709)	(13,479)	(21,562)
Lease liabilities	(699)	(1,252)	(699)
Total non-current liabilities	(22,924)	(16,568)	(49,438)
Total liabilities	(97,875)	(91,351)	(99,071)
Net assets	2,056,923	1,976,269	2,020,166

Financial Report
Nine months ended 31 March 2023**Equity**

Accumulated surplus	860,765	837,204	848,764
Surplus (deficit) for period	36,755	37,882	0
Reserves	1,159,403	1,101,183	1,171,402
Total equity	2,056,923	1,976,269	2,020,166

Financial Report
Nine months ended 31 March 2023

3. Statement of Cash Flows

For the nine months ended 31 March 2023

	31/03/2023	31/03/2022
	\$'000	\$'000
Cash flows from operating activities		
Rates and charges	86,741	80,006
Statutory fees and fines	3,539	3,311
User fees	39,057	4,751
Grants - operating	4,818	7,921
Grants - capital	7,689	12,446
Contributions - monetary	4,140	6,282
Interest received	1,146	546
Trust funds and deposits taken	7,248	5,546
Employee costs	(49,433)	(44,654)
Materials and services	(43,016)	(32,194)
Trust funds and deposits repaid	(7,189)	(5,688)
Net cash provided by/ (used in) operating activities	54,740	38,273
Cash flows from investing activities		
Payments for property, infrastructure, plant and equipment	(28,331)	(35,156)
Proceeds from sales of property, infrastructure, plant and equipment	805	654
Payments for investments	(168,174)	(57,092)
Proceeds from sales of investments	105,861	63,666
Net cash provided by/ (used in) investing activities	(89,839)	(27,929)
Cash flows from financing activities		
Finance costs	(182)	(388)
Proceeds from borrowings	(1,693)	(761)
Net cash provided by/ (used in) financing activities	(1,875)	(1,149)
Net increase (decrease) in cash and cash equivalents	(36,974)	9,195
Cash and cash equivalents at the beginning of the period	45,875	27,914
Cash and cash equivalents at the end of the financial period	8,901	37,109

Financial Report
Nine months ended 31 March 2023

4. Statement of Capital Works

For the nine months ending 31 March 2023

	YTD Forecast Budget \$'000	YTD Actual * \$'000	YTD Bud Var \$'000	Forecast Budget ** \$'000	Amount Carried Forward \$'000	Adopted Budget \$'000
Classification						
Buildings	12,285	14,476	(2,191)	15,400	5,225	2,800
Roads	3,988	4,076	(88)	5,298	778	2,638
Footpaths and cycleways	1,719	1,766	(48)	2,602	221	3,446
Carparks	640	597	43	19,492	440	24,050
Drainage	2,983	2,978	5	6,345	1,559	4,292
Waste management	1,433	1,433	0	2,570	37	2,550
Other capital roads and drainage	314	314	0	1,483	667	1,045
Recreational leisure and community facilities	1,616	2,107	(491)	1,888	348	1,201
Parks and open space	874	1,041	(166)	2,542	700	2,197
Commercial centres	0	0	0	220	0	0
Fixtures, fittings and furniture	104	85	19	135	33	95
Plant, machinery and equipment	2,392	1,816	576	3,683	500	3,238
Computers and telecommunications	184	266	(82)	2,286	1,618	359
Property sales	0	(8)	8	0	0	0
Building renewal	886	902	(16)	1,201	651	3,787
Total capital works	29,420	31,850	(2,430)	65,145	12,779	51,698

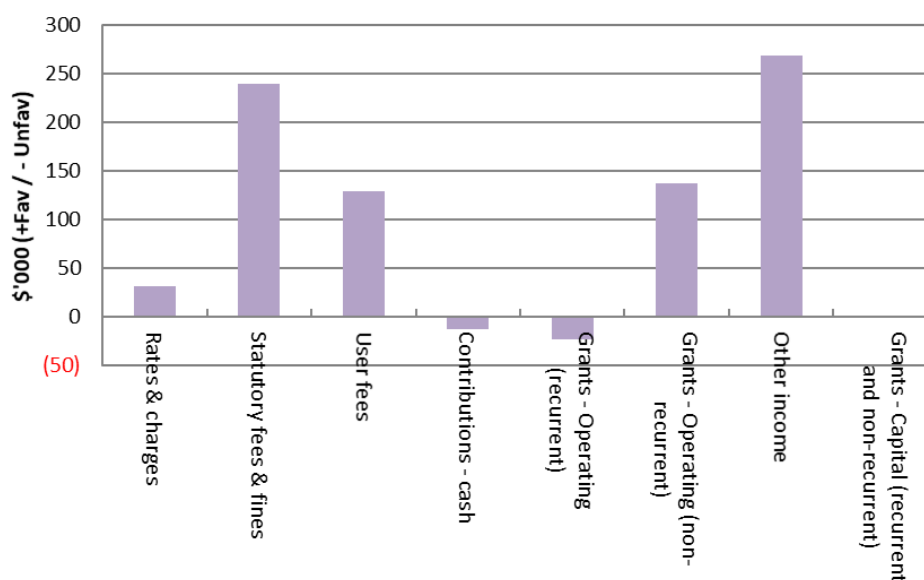
* YTD Actual expenditure includes Carried Forwards

** Forecast Budget expenditure includes Carried Forwards

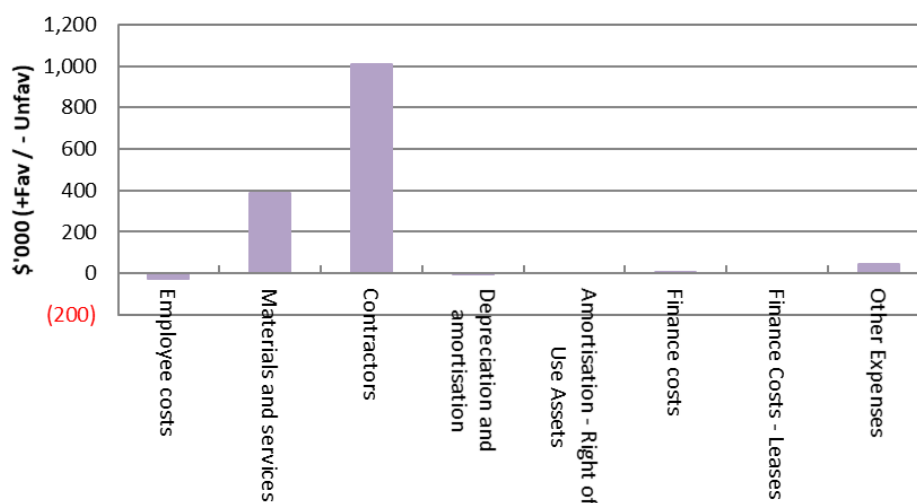
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5. Financial and Capital Analysis

Income – YTD Forecast Budget variances

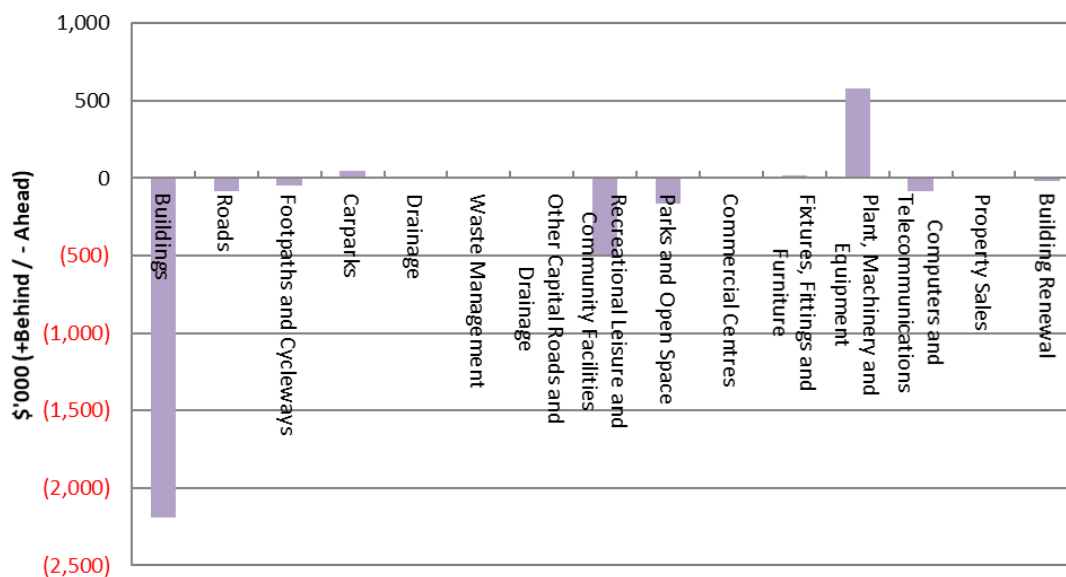


Expenses – YTD Forecast Budget variances

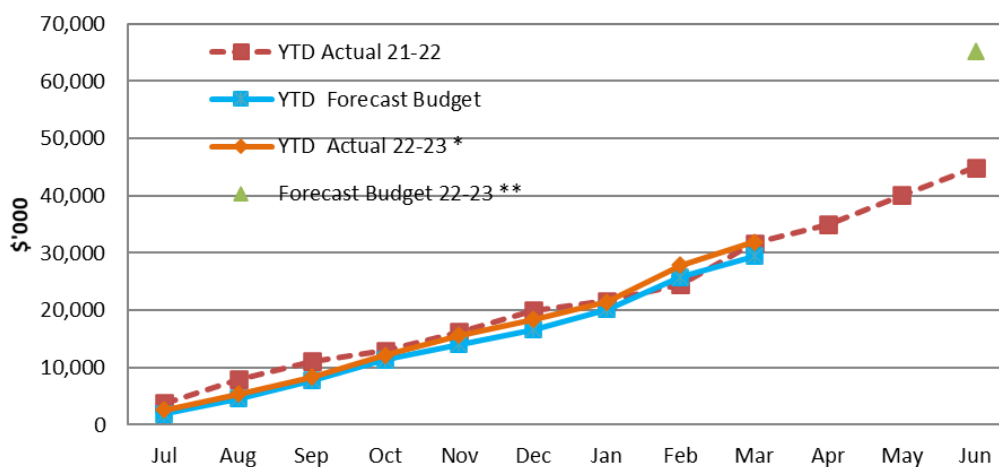


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Nine months ended 31 March 2023

Capital Works – YTD Forecast Budget variances by asset class



Capital works YTD expenditure cumulative



*YTD Actual expenditure includes Carried Forwards

**Forecast Budget expenditure includes Carried Forwards and future years' projects brought forward

These graphs demonstrate that the capital program is on par with overall budget predictions.

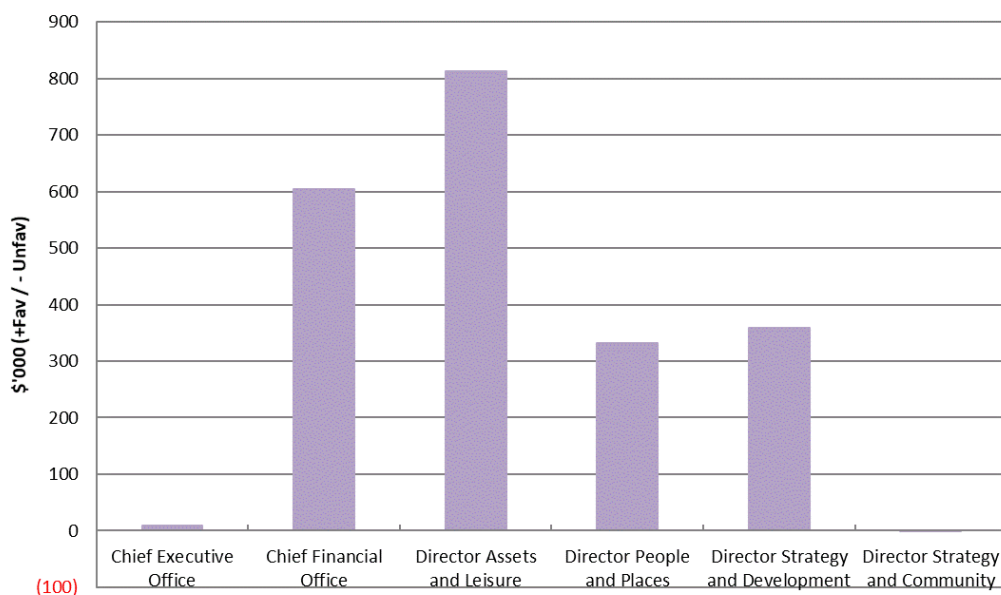
Financial Report
Nine months ended 31 March 2023

Directorate Analysis

	YTD Forecast Net \$'000	YTD Actual Net \$'000	YTD Bud Var Net \$'000	Annual Forecast Net \$'000
Department				
Chief Executive Office	(1,097)	(1,087)	10	(1,502)
Chief Financial Office	(19,616)	(19,012)	605	(27,610)
Director Assets and Leisure	(17,561)	(16,747)	814	(22,622)
Director People and Places	(12,064)	(11,731)	333	(16,485)
Director Strategy and Development	(4,327)	(3,969)	358	(3,681)
Director Strategy and Community	(214)	(215)	(1)	(234)
	<u>(54,879)</u>	<u>(52,761)</u>	<u>2,118</u>	<u>(72,134)</u>
Capital Grants & Contributions	7,688	7,689	1	28,611
Net (Gain)/Loss on disposal of equipment	13	489	476	(113)
Other non-attributable *	<u>81,275</u>	<u>81,338</u>	<u>63</u>	<u>78,827</u>
Net (surplus) deficit	<u>34,098</u>	<u>36,755</u>	<u>2,657</u>	<u>35,191</u>

* Other non-attributable includes rate & charges revenue, grants commission, depreciation, and insurance.

Department net cost YTD Budget variances (depiction of the table above)



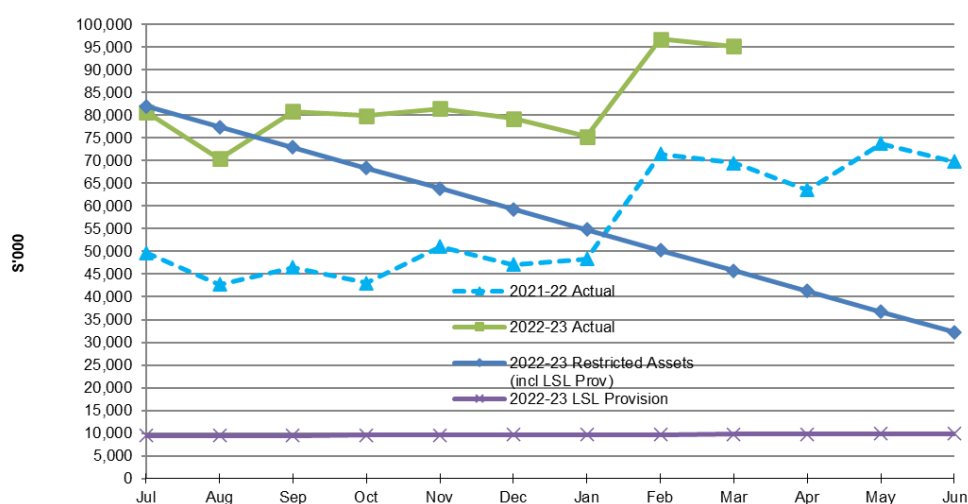
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Nine months ended 31 March 2023

6. Financial Position

	2022-23 March Actual \$'000	2021-22 March Actual \$'000	2022-23 Adopted Budget \$'000	2021-2022 June EOFY Actual \$'000
Cash and investments	95,196	69,509	32,850	69,856
Net current assets	49,260	35,584	10,378	50,256
Net assets and total equity	2,056,923	1,976,269	2,003,755	2,020,168

The Financial Position as at 31 March 2023 shows cash and investment balances of \$95.20 million and a net current asset position of \$49.26 million. The net asset position as at 31 March 2023 is \$2.06 billion. Cash and investment balances are above expectations identified in the Long-Term Financial Strategy for the current period of 2022/2023.

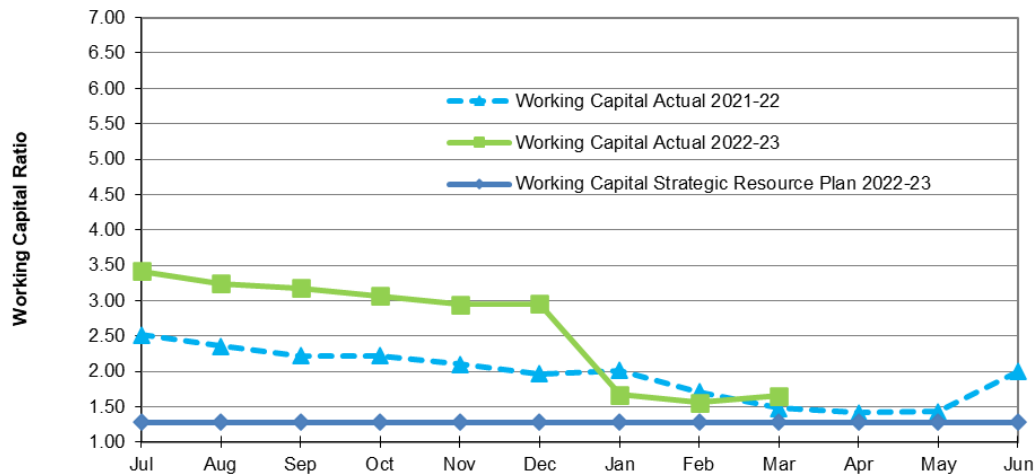
Actual cash & investments balance by month



This graph reflects that there are sufficient cash reserves to cover both restricted assets and any fluctuations in cash flow. The levels fluctuate during the year in line with inflows from peak rate payment periods and expense cycles. Restricted Assets refer to unexpended grants and developer's contributions as well as provision for Long Service Leave.

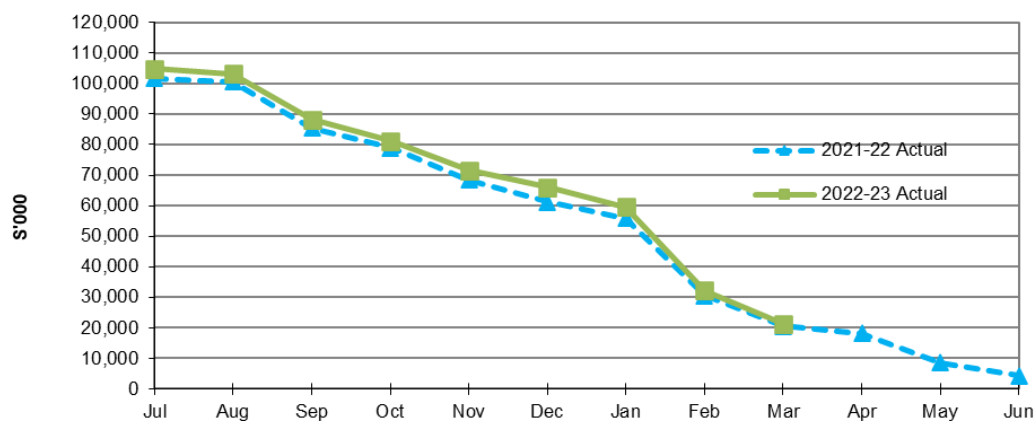
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Actual working capital ratio by month (Current Assets / Current Liabilities)



The working capital ratio is a measure of liquidity. It is always essential for this figure to be greater than 1.00, with the VAGO recommended level being more than 1.50. Council's working capital ratio as at 31 March 2023 is 1.66.

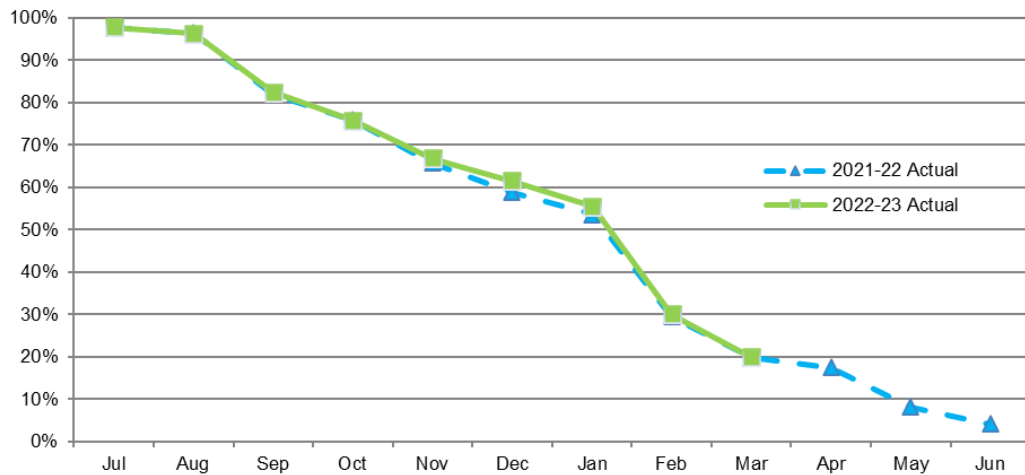
Actual rates outstanding balances by month



The March result indicates a similar trend of rates outstanding as compared to the same stage last year, taking into account rates being struck in July of this year.

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Nine months ended 31 March 2023

Rates debtor collection rate by %

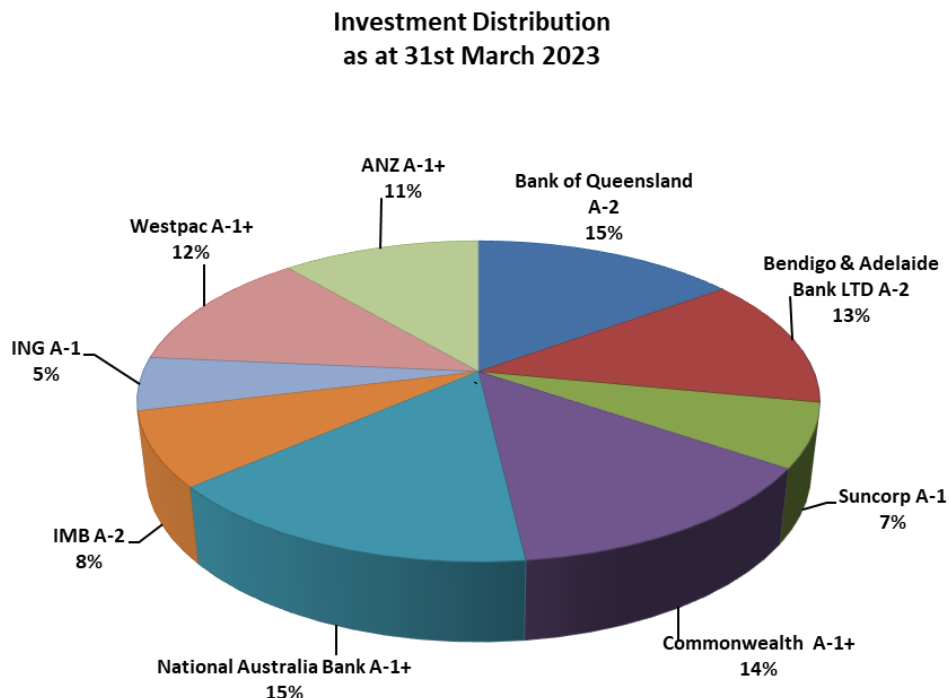
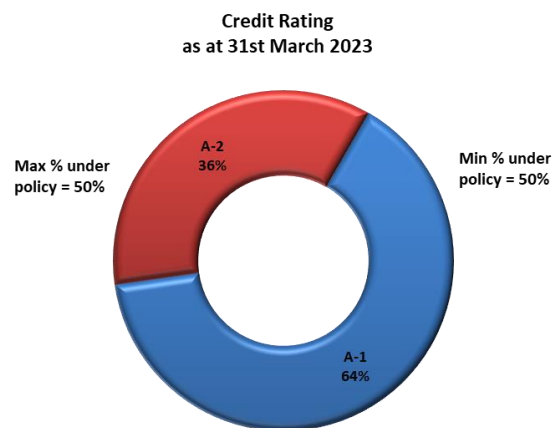


Rate debtor's collection levels during 2022/2023 are in line with expectations, taking into account rates being struck in July of this year.

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Nine months ended 31 March 2023

7. Cash and Investments

The following graphs indicate the diversification and credit ratings of the investment portfolio at the end of March. The table lists all the investments held as at 31 March 2023. Council's Investment Policy is to maintain a portfolio's balance between A-1 and A-2 investments and hold no greater than 15% of the portfolio with one investing partner.



Financial Report
Nine months ended 31 March 2023

Investments as at 31/03/2023							
Institution	Credit Rating	Maturity Date	Period Days	Yield %	Type	\$000's	%
Commonwealth Bank	A-1+			0.30	On-Call	3,871,281	4.1%
ING	A-1	5-Apr-23	44	3.80	Term Dep	1,032,973	1.1%
ANZ	A-1+	26-Apr-23	70	3.69	Term Dep	3,500,000	3.7%
IMB	A-2	5-Apr-23	118	3.80	Term Dep	1,510,829	1.6%
ING	A-1	12-Apr-23	114	3.37	Term Dep	1,012,704	1.1%
Bendigo & Adelaide Bank LTD	A-2	12-Apr-23	112	3.75	Term Dep	2,000,000	2.1%
Bank of Queensland	A-2	19-Apr-23	98	3.80	Term Dep	2,039,968	2.2%
National Australia Bank	A-1+	26-Apr-23	93	3.96	Term Dep	2,539,657	2.7%
National Australia Bank	A-1+	3-May-23	91	3.95	Term Dep	2,546,715	2.7%
Suncorp	A-1	10-May-23	91	3.95	Term Dep	2,551,100	2.7%
Bendigo & Adelaide Bank LTD	A-2	17-May-23	91	4.10	Term Dep	3,000,000	3.2%
Commonwealth	A-1+	17-May-23	91	4.19	Term Dep	2,500,000	2.6%
ANZ	A-1+	24-May-23	98	3.87	Term Dep	3,049,670	3.2%
Bendigo & Adelaide Bank LTD	A-2	1-Jun-23	162	4.05	Term Dep	5,000,000	5.3%
National Australia Bank	A-1+	7-Jun-23	118	4.14	Term Dep	3,000,000	3.2%
Suncorp	A-1	14-Jun-23	188	4.15	Term Dep	3,540,104	3.7%
IMB	A-2	14-Jun-23	114	4.00	Term Dep	1,527,017	1.6%
Bank of Queensland	A-2	14-Jun-23	114	4.25	Term Dep	1,021,180	1.1%
National Australia Bank	A-1+	21-Jun-23	121	4.21	Term Dep	3,000,000	3.2%
Westpac	AA-	21-Jun-23	121	4.23	Term Dep	2,000,000	2.1%
ANZ	A-1+	22-Jun-23	106	4.03	Term Dep	1,519,981	1.6%
Westpac	AA-	22-Jun-23	106	4.18	Term Dep	2,549,312	2.7%
IMB	A-2	26-Jun-23	119	4.00	Term Dep	2,034,570	2.1%
Commonwealth	A-1+	26-Jun-23	119	4.40	Term Dep	1,014,924	1.1%
ANZ	A-1+	26-Jun-23	116	4.09	Term Dep	2,548,905	2.7%
Bank of Queensland	A-2	26-Jun-23	116	4.30	Term Dep	2,000,000	2.1%
National Australia Bank	A-1	28-Jun-23	105	4.34	Term Dep	2,021,142	2.1%
ING	A-1	28-Jun-23	105	3.93	Term Dep	2,018,862	2.1%
Bank of Queensland	A-2	28-Jun-23	98	4.15	Term Dep	2,500,000	2.6%
National Australia Bank	A-1	28-Jun-23	98	4.36	Term Dep	1,500,000	1.6%
Bank of Queensland	A-2	28-Jun-23	97	4.10	Term Dep	1,530,082	1.6%
IMB	A-2	28-Jun-23	91	4.15	Term Dep	2,041,272	2.2%
Westpac	AA-	28-Jun-23	91	4.25	Term Dep	3,064,626	3.2%
Commonwealth	A-1+	28-Jun-23	91	4.28	Term Dep	3,537,589	3.7%
Bank of Queensland	A-2	27-Jul-23	365	4.05	Term Dep	4,011,401	4.2%
Westpac	AA-	7-Dec-23	365	4.36	Term Dep	4,049,066	4.3%
Bendigo & Adelaide Bank LTD	A-2	12-Jul-23	365	3.75	Term Dep	1,331,586	1.4%
Commonwealth	A-1+	29-Sep-23	365	4.53	Term Dep	2,019,039	2.1%
ING	A-1	22-Dec-23	365	4.63	Term Dep	1,020,623	1.1%
Bendigo & Adelaide Bank LTD	A-2	9-Feb-24	365	4.40	Term Dep	1,069,229	1.1%
Bank of Queensland	A-2	14-Mar-24	365	4.70	Term Dep	1,073,630	1.1%
						94,699,039	100%

Term Dep = Term Deposit NCD = Negotiable Certificate of Deposit

Council's performance against the industry wide benchmark (Bank Bill Swap Reference Rate – Average Bid which summarises the returns on banks bills over the period chosen) is provided below:

Benchmark: 90 days Bank Bill Swap Reference Rate – Average Bid (Source: Australian Financial Markets Association)	0.19%
Maroondah Investment Portfolio as at 31 March 2023	4.07%

MAROONDAH CITY COUNCILBalance Sheet
as at 31 March 2023

	31/03/2023	31/03/2022	Comments
	\$ '000	\$ '000	
Assets			
Current assets			
			Cash and term deposits are split between this account and "other financial assets" depending on the length of investment (over/under 90 days).
Cash and cash equivalents	8,901	37,109	
Trade and other receivables	29,337	40,403	Comprises many debtor balances, and is largely made up of outstanding rates.
Other financial assets	85,238	31,343	Reflects new short term investments.
Inventories	492	503	
Other assets	243	1,009	
Total current assets	124,211	110,367	
Non-current assets			
Trade and other receivables	447	571	
Other financial assets	1,057	1,057	
Investments in associates, joint arrangements and subsidiaries	2,534	3,733	Reflects Eastern regional Libraries and Narre Warren User Group shares.
Property, infrastructure, plant and equipment	2,024,493	1,948,869	
Right-of-use assets	1,308	2,149	
Intangible assets	748	874	
Total non-current assets	2,030,587	1,957,253	
Total assets	2,154,798	2,067,620	
Liabilities			
Current liabilities			
			Reflects accounts payable and sundry creditors with fluctuations occurring because of timing differences and accruals.
Trade and other payables	(5,269)	(15,767)	
Trust funds and deposits	(13,645)	(5,627)	Relates to the Fire Services Levy Rates generated at the start of the year.
Unearned income - Operating Grants	(10,770)	(10,725)	
Unearned income - Capital Grants	(28,700)	(25,570)	Mainly related to Ringwood and Heathmont car park upgrades.
Provisions	(14,047)	(14,582)	
Interest-bearing liabilities	(1,875)	(1,578)	
Lease liabilities	(645)	(934)	
Total current liabilities	(74,951)	(74,783)	
Non-current liabilities			
Trust funds and deposits	(293)	(330)	Relates to Special rate assessment.
Unearned income - Capital Grants	-	-	
Provisions	(1,223)	(1,507)	
			Relates to ANZ loan facility used in the funding of Aquanation's construction. Increase reflects the new TCV loan taken in May 2022.
Interest-bearing liabilities	(20,709)	(13,479)	
Lease liabilities	(699)	(1,252)	
Total non-current liabilities	(22,924)	(16,568)	
Total liabilities	(97,875)	(91,351)	
Net assets	2,056,923	1,976,269	
Equity			
Accumulated surplus	860,765	837,204	
Surplus (deficit) for period	36,755	37,882	
Reserves	1,159,403	1,101,183	
Total equity	2,056,923	1,976,269	

Cash Flow Analytics - for the period ending 31 March 2023

	31/03/2023 \$'000	31/03/2022 \$'000	Comments
Cash flows from operating activities			
Rates and charges	86,741	80,006	
Statutory fees and fines	3,539	3,311	
User fees	39,057	4,751	Last year, reduction in User fees due to COVID-19 pandemic.
Grants - operating	4,818	7,921	Last year, grants received for Working for Victoria and Grants Commission FAG.
Grants - capital	7,689	12,446	Last year, grants received for Croydon Multi-Lvl Carpark- Devon St and Dorset Multipurpose Pavilion.
Contributions - monetary	4,140	6,282	Related to \$2m ERL Contribution paid in Jan 2022.
Interest received	1,146	546	
			Deposits taken and repaid a function of timing. These amount recognize movements in various deposit, suspense and clearing accounts.
Trust funds and deposits taken	7,248	5,546	
Employee costs	(49,433)	(44,654)	
Materials and services	(43,016)	(32,194)	Timing variance due to a higher balance of materials and services payable as at March 2023
Short-term, low value and variable lease payments	-	-	
Trust funds and deposits repaid	(7,189)	(5,688)	
Net cash provided by/(used in) operating activities	54,740	38,273	
Cash flows from investing activities			
Payments for property, infrastructure, plant and equipment	(28,331)	(35,156)	
Proceeds from sales of property, infrastructure, plant and equipment	805	654	
Payments for investments	(168,174)	(57,092)	Investment balances fluctuate based on the timing and maturity of council's investment profile.
Proceeds from sales of investments	105,861	63,666	
Net cash provided by/(used in) investing activities	(89,839)	(27,929)	
Cash flows from financing activities			
Finance costs	(182)	(388)	
Repayment of borrowings	(1,693)	(761)	
Interest paid - lease liability	-	-	
Repayment of lease liabilities	-	-	
Net cash provided by/(used in) financing activities	(1,875)	(1,149)	
Net increase (decrease) in cash and cash equivalents	(36,974)	9,195	
Cash and cash equivalents at the beginning of the period	45,875	27,914	
Cash and cash equivalents at the end of the financial period	8,901	37,109	



MAROONDAH CITY COUNCIL

HE PARKER RESERVE TENNIS CLUB INC. COMMUNITY FACILITY LEASE

This lease package is a controlled document and is one of a suite of documents used by Council when granting third parties the use of Council premises. Permission for the use of this document by Council staff must be obtained from Council's Manager Leisure & Major Facilities.



Maroondah City Council 2021 standard community facility lease package

This lease has been developed for use in the lease of community facilities by Maroondah City Council (**Council**). It is based on a standard document prepared by Council's lawyers, modified for Council's own purposes.

The Council documents used to lease or licence the use of Council premises include:

- This standard community facility lease;
- A standard community facility licence;
- Standard documents to vary, surrender and renew community facility leases and community facility licences;
- A suite of documents relating to the seasonal allocation of Council premises (through a form of licence); and
- Overarching policy documents, including –
 - Community Facilities Occupancy policy (2021); and
 - Community Facilities Pricing policy (2020).

This community facility lease consists of two parts:

Part One – Recitals and Execution Page

The Recitals set out the factual circumstances in which the lease was entered into. They do not form an operative part of the lease (i.e. grant rights or create obligations) but Council can rely and may be able to take action based on any representations made by the tenant (usually in Recital I).

The execution page is where Council and the tenant formally sign (or execute) the lease to confirm their mutual acceptance of the terms and conditions of the lease.

Part Two – Particulars, Standard Clauses and Annexures

The Particulars are the specific details of each lease: the parties to the lease, the land being leased, the period of the lease, the rent etc. There are then 24 standard clauses which set out Council's community facility lease terms. These Particulars must be completed for the standard terms to be able to have effect.

There are four Annexures to each Council lease:

- Annexure A records any amendments to the standard clauses and includes any additional special conditions (which prevail over standard clauses).
- Annexure B inserts a plan of the premises. It is this plan that shows the specific land and buildings being leased to the tenant.
- Annexure C inserts a copy of the Ministerial Determination dated 13 October 2014¹.
- Annexure D are Council's standard documents to exercise any option to extend the term of the Lease.

¹ This Determination exempts certain Local Government leases from retail tenancy lease laws.



Part One – Recitals

- A. Maroondah City Council owns the land known as –
 - a. HE Parker Reserve, Heathmont Road, HEATHMONT
 - b. Volume 5286 and Folio 16
(**Council's Land**)
- B. HE Parker Tennis Club Inc. ACN A0005994A ABN 51 442 485 871 is a Not for Profit incorporated association that is registered in Victoria and operates within the municipality of Maroondah (**Tenant**).
- C. The Tenant wishes to lease part or all of the Council Land from Council.
- D. Council has granted the Tenant a lease of the part of Council's Land bounded in red on the aerial photograph or other plan shown in Annexure B of Part Two of this lease package on the terms and conditions set out in this lease (**Premises**).
- E. Located on the Premises are the following Council assets –
 - a. 6 x Tennis Courts, Tennis Pavilion, 20 Light Towers, 1 x Shed
- F. Located on the Premises are the following assets not owned by Council: the Tenant's property
- G. Subject to the terms of this lease, the Tenant has the exclusive use of the Premises and all Council assets located on the Premises.
- H. The purpose of Council granting this lease to the Tenant is to enable the Tenant to carry on the activities normally associated with a tennis club.
- I. In granting this lease to the Tenant, the Tenant acknowledges it has made and Council has relied upon the following representations –
 - 1. The Premises will only be used for Not for Profit purposes and not for any commercial purposes;
 - 2. The Tenant will only use the Premises in a manner that complies with the terms and conditions of this lease;
 - 3. The Tenant is financially sound and will be able to pay its rent and all other of its debts as and when they fall due; and
 - 4. The Tenant has disclosed to Council all matters about the Tenant and about this lease known by the Tenant which may materially affect either Council's decision to grant this lease to the Tenant or the terms of this lease.



Part One – Execution Page

The Council leases the Premises to the Tenant subject to the terms contained in this Lease.

This Lease is executed as a deed on the day of 20

The Common Seal of Maroondah)
City Council was affixed in the)
presence of:)

..... Councillor

..... Chief Executive Officer

Dated this day of 20

Executed for and on behalf of [insert)
name of Tenant] in accordance with its)
Constitution by:)

(Signed)

..... PRINT name and position held

(Signed)

..... PRINT name and position held

Dated this day of 20



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Part Two – Standard terms of Maroondah City Council community facility lease

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Annexure A Schedule of Changes and Special Conditions

Annexure B Plan of Premises

Annexure C Ministerial Determination

Annexure D Pro-forma letters for Options



Particulars

Item 1. Council: (Clause 1)	Maroondah City Council of 179 Maroondah Highway Ringwood 3134
Item 2. Tenant: (Clause 1)	HE Parker Tennis Club Inc., ACN A0005994A ABN 51 442 485 871 president@hprrc.org.au
Item 3. Land: (Clause 1)	The land contained in certificate of title volume 5286 folio 16 and known as HE Parker Reserve, Heathmont Road, HEATHMONT
Item 4. Premises: (Clause 1)	That part of the Land shown bounded in red on the plan in Annexure B
Item 5. Commencement Date: (Clause 1)	1 JANUARY 2023
Item 6. Term: (Clause 1)	5 years
Item 7. Further Term(s): (Clause 1 & 3.2)	1 further term of 5 years
Item 8. First and Last dates for exercising the Option for the Further Term: (Clause 3.2.1)	First Date for exercising Option - July 2027 Last Date for exercising Option - October 2027
Item 9. Rent : (Clause 1 & 3)	Year 1: \$6,402.40 incl GST Year 2: \$6,562.46 incl GST Year 3 - 5: In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule The Rent is payable quarterly in advance, within 30 days of Council issuing an invoice for the Rent, commencing on the Commencement Date, and then on each anniversary of the Commencement Date during the Term and any Further Term. This payment obligation also applies to the payment of Rent during any Further Term.
Item 10. Rent During Further Term: (Clause 1 and 5)	In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule



Particulars (continued)

Item 11. Security Deposit: (Clause 1 & 9.1)	\$1,000 plus GST
Item 12. Community Use: (Clause 1 & 14.1)	The carrying on of Not for Profit activities normally associated with a tennis club.
Item 13. Hours of Use (Clause 14.4)	'Not Applicable'
Item 14. Special Conditions: (Clause 1 & 22.6)	The Special Conditions in section two of Annexure A form part of this Lease.
Item 15. Changes to Council's standard terms: (Clause 23.6)	<p>The following standard clauses have been amended (as set out in section one of Annexure A):</p> <ul style="list-style-type: none">▪ Recital 1▪ 15.5 Signs▪ 14.4 Hours of Use▪ 18.7 Waste Services



1. Definitions

In this Lease unless expressed or implied to the contrary²:

AGM Report means the annual report submitted by the Tenant to its Annual General Meeting.

Child Safe Policy means a child safety policy maintained by the Tenant from time to time including but not limited to WWC Checks.

Commencement Date means the date specified in Item 5.

Community Use means the permitted use of the Premises specified in Item 12 which falls within the uses specified in the Determination.

Council means Maroondah City Council as stated in Item 1 and includes the Council's successors and assigns and where it is consistent with the context includes the Council's employees and agents.

Council's Fixtures means all fittings, fixtures, and chattels contained in the Premises at the Commencement Date or installed by the Council during the Term.

CPI means the Consumer Prices Index – All Groups (Melbourne) or agreed equivalent

Determination means the Ministerial Determination dated 13 October 2014, a copy of which is attached at Annexure C.

Financial Year means a period of twelve months commencing on 1 July of each year and ending on 30 June of the following year.

Further Term means the further term(s) specified in Item 7.

Hours of Use means the hours specified in Item 13.

Item means an item in the Particulars to the Lease.

Land means the land specified in Item 3.

Lease means this Lease.

Lettable Area(s) means the lettable area of the Land assessed for Rates and Taxes as determined by a surveyor engaged by the Council.

Maintenance Schedule means the schedule published on Council's internet website³ which sets out the repair and maintenance responsibilities of the parties to the Lease.

Municipal Emergency Management Plan means the management plan prepared by Council and other agencies that is applied in the event of an emergency.

² Note: clause, Particular and annexure are defined in clause 23.5.1.

³ Subject to Council complying with the requirements of clause 23.10 which require notice to the Tenant and an explanation of any changes made compared to the preceding version (if any).



Not for Profit means:

- (i) an individual who is not conducting activities for the purposes of deriving a financial return for themselves or anyone else; or
- (ii) an organisation that exists exclusively for charitable purposes or as an amateur sporting group, arts, craft or other special interest group established for the benefit of the community of the Maroondah City Council and which is primarily run by voluntary staff and/or a committee; or
- (iii) an organisation which provides services to the Maroondah community, consisting of primarily paid staff and which returns all profits into the operation of the organisation to carry out its purposes.

Part means one of the two (2) parts to this Lease, which collectively constitute and form the terms of this Lease.

Premises means the premises specified in Item 4 and includes the Council's Fixtures.

Rates and Taxes means the rates, taxes, charges and levies specified in clause 6.1.

Rent means the amount specified in Item 9 as reviewed, adjusted or increased under this Lease.

Security Deposit means a Security Deposit for the amount specified in Item 11.

Services refers to utilities in connection with the Premises including but not limited to electricity, gas, water, telephone, internet and cable communications or entertainment services.

Special Conditions means the conditions referred to in Item 14.

Tenant means the Tenant specified in Item 2 and includes the Tenant's successors and assigns and where it is consistent with the context includes the Tenant's employees, contractors, agents, invitees and persons the Tenant allows in the Premises.

Tenant's Property means all property in the Premises including all fixtures and fittings owned or leased by the Tenant but excluding the Council's Fixtures.

Term means the term specified in Item 6 and includes any period of overholding.

WS Act means the *Worker Screening Act 2020* (Vic)

WWC means Working with Children.

WWC Check means checks conducted by the Tenant and issued by the Department of Justice and Community Safety pursuant to the WS Act.

2. Compliance with *Local Government Act 2020* (Vic)

Where applicable, the grant of this Lease is subject to the Council giving notice of its intention to grant this Lease and resolving to grant this Lease pursuant to the requirements of the *Local Government Act 2020* (Vic).



3. Duration of the Lease

3.1 Term

This Lease is for the Term starting on the Commencement Date.

3.2 Option for a Further Term

The Council will agree to the Lease being extended for the Further Term if the Tenant:

- 3.2.1 gives the Council written notice in a form similar to the relevant letter in Annexure D asking to exercise the option to extend the term of the Lease, provided such notice is given not earlier than 6 months nor later than 3 months before the end of the Term (the first and last dates for exercising the option for the Further Term are specified in Item 8);
- 3.2.2 has remedied any breach of this Lease of which the Tenant has received written notice from the Council;
- 3.2.3 has not persistently defaulted under this Lease where the Council has given written notice of the defaults; and
- 3.2.4 complies with all reasonable requirements of the Council.

3.3 Process to exercise an option for a Further Term

The process to exercise an option for a Further Term once Council has received the written request from the Tenant's pursuant to clause 3.2.1 above is –

- 3.3.1 Council will advise the Tenant in writing whether Council agrees to the option for the Further Term being exercised⁴;
- 3.3.2 If Council agrees to the option being exercised, then Council will send the Tenant an exercise of option agreement in a form similar to the relevant letter in Annexure D; and
- 3.3.3 The Tenant must then execute the exercise of option agreement and return it to the Council within 28 days of receipt failing which the option lapses at Council's discretion. If an option for a Further Term lapses, then Council will confirm same to the Tenant in writing⁵.

3.4 Commencement and terms of the Further Term

Where an option for a Further Term has been exercised then the Further Term will commence on the day after the initial Term ends and operates on the same terms and conditions as the initial Term save that

- 3.4.1 there will be with no option for a Further Term where the last option for a Further Term has been exercised; and
- 3.4.2 the Rent for the Further Term will be the Rent stated in Item 10.

⁴ If the Tenant has complied with the four requirements of clause 3.2 then Council is required to agree to the option being exercised. The option is the Tenant's, not Council's.

⁵ This signed letter of agreement is the formal documentation confirming the lease has been extended for the Further Term. It should be added to both parties' copy of the Lease. Council does not execute a new lease when an option is exercised.



3.5 Overholding

If the Tenant continues in occupation of the Premises after the end of the Term, without objection by the Council:

- 3.5.1 the Tenant occupies the Premises subject to the same terms and conditions contained in this Lease;
- 3.5.2 the Council or the Tenant may end this Lease during any period of overholding by giving 30 days written notice to the other party expiring at any time; and
- 3.5.3 the Council may increase the Rent and the amount of any Security Deposit by giving the Tenant one month's written notice and those increases will apply from the end of the notice, even where the Tenant has already paid Rent further in advance.

4. Payment of Rent

The Tenant must pay the Rent to the Council in the manner specified by the Council in Item 9.

5. Rent for any Further Term

The Rent for any Further Term will be set for each year of the Further Term by Council prior to the Further Term commencing. The Rent will be determined by the application of any relevant policy adopted by Council or by reference to the historical and expected future movement in the CPI rounded up or down to the nearest \$50 or \$100 as Council reasonably determines.

6. Outgoings

6.1 Rates and Taxes

Subject to clause 6.2, the Tenant must pay to the Council, or the relevant authority 100% of the following:

- 6.1.1 water rates and charges, including water usage charges;
- 6.1.2 sewerage and drainage rates and charges;
- 6.1.3 essential safety measures (if applicable);
- 6.1.4 land tax (assessed on a single holding basis) (if applicable); and
- 6.1.5 all other rates, taxes, charges and levies assessed in connection with the Premises save that the Tenant will not be required to pay for the waste collection services set out in clause 18.7 that Council will provide.



6.2 Proportion of Rates and Taxes

If any Rates and Taxes are not separately assessed in connection with the Premises, the Tenant must pay to the Council within 30 days of demand the proportion of the Rates and Taxes that the area of the Premises bears to the total Lettable Area assessed.

6.3 Receipt for Payment

The Tenant must provide to the Council receipts for any Rates and Taxes paid by the Tenant within 30 days of request by the Council.

7. Other expenses

7.1 Services

The Tenant must, by the due date specified on the demand, pay for all Services in connection with the Premises, and where any Service is not separately metered, the Tenant must pay for a reasonable proportion of those Services as determined by Council, acting reasonably.

7.2 Costs and Duty

The Tenant must pay to the Council within 30 days of demand:

- 7.2.1 Council's reasonable costs of preparing, negotiating and finalising this Lease;
- 7.2.2 the stamp duty payable on this Lease (including penalties and fees) (if any);
- 7.2.3 the Council's reasonable costs in considering the granting of any consent or approval under this Lease (regardless of whether the Council actually gives such consent or approval);
- 7.2.4 the Council's architects or contractor's fees payable pursuant to clause 11.3;
- 7.2.5 the Council's costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Lease by the Tenant; and
- 7.2.6 the Council's reasonable costs in the exercise or attempted exercise by the Council of any right or remedy against the Tenant.

8. GST

8.1 Definitions

In this clause:

- 8.1.1 words and expressions that are not defined in this Lease, but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 8.1.2 GST Law has the meaning given to that term in the A New Tax System (*Goods and Services Tax*) Act 1999.



8.2 GST Exclusive

Except as otherwise provided by this clause, all consideration payable under this Lease in relation to any supply is exclusive of GST.

8.3 Increase in Consideration

If GST is payable in respect of any supply made by a supplier under this Lease (**GST Amount**), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

8.4 Payment of GST

Subject to clause 8.3 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Lease.

8.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 8.4.

8.6 Reimbursements

If this Lease requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

8.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

8.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

8.7 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Lease:

8.7.1. the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and

8.7.2. any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

9. Security Deposit

9.1 Council's Right to Use Security Deposit

The Council may call up payment of the Security Deposit required by clause 9.2 if the Tenant does not comply with any of its obligations under this Lease.

9.2 Delivery of Security Deposit

The Tenant must:

9.1.2 pay to the Council the Security Deposit by way of bank cheque together with the Tenant's tax file number on or before the Commencement Date; or



9.1.3 if the Council requires, deliver to the Council a bank guarantee for an amount equal to the Security Deposit (the bank guarantee must be on terms acceptable to the Council acting reasonably) on or before the Commencement Date; and

9.1.4 pay any additional amount towards the Security Deposit within 14 days of demand to maintain the Security Deposit at the required level.

9.3 Tenant to replace Security Deposit

The Tenant must, within 14 days of demand, replace any amount of the Security Deposit used by the Council (including providing a replacement or additional bank guarantee).

9.4 Return of Security Deposit

The Council must, if the Tenant has complied with all of its obligations under this Lease, return the Security Deposit to the Tenant within 60 days of the end of this Lease.

9.5 Sale of the Land

The Tenant must provide the Security Deposit to any future owner of the Land if this Lease continues beyond the sale of the Land.

10. Payment requirements

10.1 No Deduction or Right of Set-off

The Tenant must pay all amounts due under this Lease to the Council (including the Rent and Rates and Taxes) without deduction or right of set-off.

10.2 Interest on Late Payments

The Tenant must pay to the Council on demand interest at the rate per annum equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) on any money payable by the Tenant under this Lease and remaining unpaid after the due date. Interest will be computed from the date on which such payment became due.

10.3 Payment after Termination

The Tenant must:

10.3.1 make all payments due under this Lease; and

10.3.2 provide all information to the Council under this Lease to calculate any such payments,

even if this Lease has ended.

10.4 Method of payment

The Tenant must make all payments under this Lease in such manner as the Council reasonably requires, which may include by electronic funds transfer or direct debit.



11. Repairs, Refurbishment and Alterations

11.1 Repairs and Maintenance

11.1.1 The Tenant must maintain⁶ and repair the Premises in accordance with Maintenance Schedule, published on Council's internet website. For the sake of certainty, the Tenant's obligations as set out in the Maintenance Schedule from time to time form part of its obligations under this Lease.

11.1.2 Without limiting clause 11.1.1, the Tenant must:

- (a) keep the Premises and the Tenant's Property clean and free from rubbish, store all rubbish in proper containers and have it regularly removed;
- (b) keep the Premises in the same condition as it was in at the date the Tenant first entered occupation of the Premises (fair wear and tear excepted);
- (c) pay to Council any costs incurred by Council in maintaining, repairing or replacing items in the Premises that are damaged, worn or destroyed with items of at least the same quality which are:
 - (i) the Tenant's responsibility under the Maintenance Schedule; or
 - (ii) not listed on the Maintenance Schedule,

and which are not maintained, repaired or replaced by the Tenant as required under this Lease⁷;

- (d) make good any damage caused to any adjacent property by the Tenant;
- (e) take all reasonable measures to ensure that any fair wear and tear to the Premises does not cause any loss or damage to the Premises or to any person;
- (f) give the Council prompt written notice of any material damage to the Premises or anything likely to be a risk to the Premises or any person or property in or near the Premises; and
- (g) comply with the procedures for maintenance and repairs set out in Council's Community Facilities Occupancy Policy (provided a copy is given to the Tenant) to the extent that Policy is not inconsistent with this Lease.

11.2 Electrical Equipment

The Tenant must ensure that all electrical equipment and appliances are inspected, tested and tagged in accordance with, and as often as required by, the standards contained in the Standard Inspection and Testing AS/NZS 3760.

⁶ Maintenance includes the regular servicing of specific items such as air conditioners, heaters, dishwashers and the like.

⁷ As the failure to repair or replace is a breach of this Lease then Council can immediately access the Tenant's Security Deposit, if there is one, rather than making demand for payment from the Tenant. Refer to clause 9.2.



11.3 Alterations to Premises

The Tenant must ensure any alterations or works to the Premises, any services to the Premises or the Tenant's Property are carried out strictly in accordance with the process set out in Council's policy for alterations to premises under a community facilities lease published on Council's internet website⁸.

The Tenant is not required to seek the Council's consent to making any alterations to the display of the Tenant's property in the Premises.

11.4 Not Interfere with Services

The Tenant must not interfere, misuse or overload any services to the Premises, including electricity, gas and water.

11.5 Defacing Premises

The Tenant must not deface or damage the Premises (including drilling holes in the Premises) except where approved by the Council in accordance with clause 11.3.

11.6 Failure to Repair and Maintain

If the Tenant does not carry out any repairs, maintenance or other works required under this Lease within 14 days of receiving written notice from the Council to do so, then the Council may enter the Premises to carry out such repairs, maintenance and works at any reasonable time after giving the Tenant further reasonable notice. The cost of all such repairs, maintenance and works must be paid by the Tenant to the Council on demand⁹.

11.7 Repairs to Council's Fixtures

The Tenant must reimburse the Council for the cost of any repairs to the Council's Fixtures within 14 days of demand¹⁰.

12. Insurance¹¹

12.1 Public Liability and Glass Insurance

12.1.1 The Tenant must throughout this Lease maintain insurance, in the name of the Tenant and with Council named as an interested party for:

- (a) public liability for the amount of \$20 million for each single event (or such greater sum as reasonably required by the Council); and
- (b) any windows and any other glass in the Premises for their full replacement value

⁸ Subject to Council complying with the requirements of clause 23.10 which require notice to the Tenant and an explanation of any changes made compared to the preceding version. A policy titled 'Process for a tenant carrying out any alterations or works to the Premises' was published in 2013.

⁹ As the failure to repair or maintain is a breach of this Lease then Council can immediately access the Tenant's Security Deposit, if there is one, rather than making demand for payment from the Tenant. Refer to clause 9.2.

¹⁰ A failure to reimburse entitles Council to access the Tenant's Security Deposit, if there is one. Refer to clause 9.2.

¹¹ Insurance of Council buildings and improvements (e.g. tennis courts, baseball fields, soccer fields etc) and Council's fixtures (generally anything fixed to the building or improvement) are Council's responsibility. Tenants are not required to insure these.



- 12.1.2 The Tenant acknowledges that the insurance set out in clause 12.1.1(a) must extend to the whole of the Premises and all activities of the Tenant including the activities of any volunteers and invitees of the Tenant.

12.2 Tenant's Property

The Tenant must insure the Tenant's Property for loss and damage from risks including fire and water damage for its full replacement value.

12.3 Payment and Production of Policies

The Tenant must pay all insurance premiums on or before the due date for payment and produce to the Council copies of the certificate of currency at any time on reasonable request.

12.4 Not Invalidate Policies

The Tenant must:

- 12.4.1 not do anything which may make any insurance effected by the Council or the Tenant invalid, capable of being cancelled (by the insurer) or rendered ineffective, or which may increase any insurance premium payable by the Council; and
- 12.4.2 pay any increase in any insurance premium payable by the Council where such increase has been caused by the Tenant's act, default or use of the Premises.

12.5 Requirements by Insurer

The Tenant must comply with all reasonable requirements of the Council's insurer in connection with the Premises.

12.6 Other Insurance

The Tenant must, at its cost, effect and maintain workers' compensation insurance for its employees, to the reasonable satisfaction of Council.

13. Release, Indemnity, Compensation and Liability

13.1 Release

The Tenant uses and occupies the Premises at its own risk and releases the Council from all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that such claims arise out of the Council's negligence or breach of any of its obligations under this Lease.

13.2 Indemnity

The Tenant must indemnify and hold harmless the Council against all claims resulting from any damage, loss, death or injury in connection with the Premises and the use and occupation of the Premises by the Tenant. The Tenant's liability to indemnify the Council will be reduced proportionally to the extent that the Council's negligence or breach of any of its obligations under this Lease contributed to the loss or liability.



13.3 No Compensation

The Council is not liable to the Tenant for any loss or damage incurred by the Tenant due to:

- 13.3.1 any damage to the Premises;
- 13.3.2 the failure of the Council's Fixtures or any plant and equipment (including air conditioning and water or other heaters) to operate properly;
- 13.3.3 the interruption or damage to any services (including electricity, gas or water) to the Premises; and
- 13.3.4 the overflow or leakage of water in the Premises.

13.4 No Liability

The Tenant acknowledges and agrees that the Council will not be liable to the Tenant under this Lease (including but not limited to a breach of the covenant of quiet enjoyment or a derogation of the grant of this Lease) for any acts or omissions of the Council undertaken in any capacity including (but not limited to) in exercising any powers under the *Local Government Act 2020* (Vic) or the *Planning and Environment Act 1987* (Vic) except nothing in this clause releases Council from any obligations it owes to the Tenant under this Lease in its capacity as the owner of the Premises.

14. Community Use

14.1 Permitted Use

- 14.1.1 The Tenant must use the Premises for the Community Use and not use the Premises for any other purpose, with the intention being that the Tenant will maximise community use of the Premises within the **Community Use**.
- 14.1.2 If there are times where the Tenant is not using all or part of the Premises for the Community Use, then subject to clause 16 and Special Condition 2, Council may permit the Tenant to make the Premises or part thereof available for use or hire by other organisations, community groups or individuals in the wider Maroondah community ("the Hirer") who shall use the Premises in a manner that reflects the best fit with the Community Use, the needs of the intended Hirer and the other terms of this Lease.

14.2 No Warranty

The Tenant:

- 14.2.1 acknowledges that the Council does not represent that the Premises are suitable for the Community Use; and
- 14.2.2 must make its own enquiries as to the suitability of the Premises for the Community Use.

14.3 Illegal Purpose

The Tenant must not use the Premises for any illegal purpose or carry on a noxious or offensive activity on the Premises.



14.4 Hours of Use - Deleted

15. Other obligations concerning the Premises

15.1 Compliance with Laws

The Tenant must comply with all laws and any requirements of any authority in connection with the Premises and the Tenant's use and occupation of the Premises including but not limited to, any requirements of the *Equal Opportunity Act 2010* (Vic), *Occupational Health and Safety Act 2004* (Vic), *Accident Compensation Act 1985* (Vic), *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), *Worker Screening Act 2020* (Vic) and the *Workers Compensation Act 1958* (Vic) if applicable, except the Tenant will not be required to carry out any structural works unless the need for such works arises from:

- 15.1.1 the negligent act or omission of the Tenant;
- 15.1.2 the failure by the Tenant to comply with its obligations under this Lease; or
- 15.1.3 the Tenant's use of the Premises.

15.2 Licences and Permits

The Tenant must maintain all licences and permits required for the Tenant's use of the Premises and obtain the prior written consent¹² of the Council before varying any licence or permit or applying for any new licence or permit.

15.3 Nuisance

The Tenant must not do anything in connection with the Premises which may:

- 15.3.1 cause a nuisance or interfere with any other person; or
- 15.3.2 be dangerous or offensive in the Council's reasonable opinion.

15.4 Security

The Tenant must:

- 15.4.1 keep the Premises secure at all times when the Premises are not being used by the Tenant;
- 15.4.2 comply with any building security policy or procedure, key policy or procedure or similar policy or procedure published by Council on its internet website¹³;
- 15.4.3 not have additional keys cut or install any security system without the prior written consent¹⁴ of Council. The Tenant acknowledges that the Council may (in granting such consent) require the Tenant to provide Council with any access codes, cards or key servicing the Premises. If the Tenant fails to comply with any such condition

¹² Clause 23.8 provides how Council can exercise this consent right.

¹³ Subject to Council complying with the requirements of clause 23.10 which require notice to the Tenant and an explanation of any changes made compared to the preceding version. A policy titled 'Maroondah Key Policy 2012' was published in 2013.

¹⁴ Clause 23.8 provides how Council can exercise this consent right.



Council may remove or temporarily or permanently disable the security system servicing the Premises at the Tenant's cost;

- 15.4.4 be able, at all times, to identify the person in possession of any key issued to the Tenant by Council. If the Tenant is not able to identify such persons to Council's reasonable satisfaction then, in addition to any other rights or remedies under this Lease, Council reserves the right to change the locks and re-key the Premises and issue new keys, the costs of which becomes a debt due and payable to Council by the Tenant upon the written demand of Council;
- 15.4.5 pay the cost of all security attendance at the Premises unless a police report is produced, or panel fault is identified;
- 15.4.6 ensure all alarm codes are kept secure and that all alarms are in good working order¹⁵ and are properly de-armed during the Tenant's use of the Premises and re-armed after the Tenant's use of the Premises. If any Council officer, contractor or an emergency service, including, but not limited to a fire brigade, attends the Premises in response to an alarm that is triggered other than in an emergency situation, then the Tenant will be responsible for paying directly or reimbursing Council in respect of any cost or payment that must be made to the Council officer, contractor and/or emergency service as a result.

15.5 Signs

The Tenant must seek the prior written consent¹⁶ of the Council before displaying or affixing any signs, advertisements or notices to any part of the Premises where such signs, advertisements or notices are visible from outside the Premises.

15.6 No Smoking

The Tenant must:

- 15.6.1 not permit any smoking in the Premises; and
- 15.6.2 display 'no smoking' signs in the Premises if requested by the Council.

15.7 Reputation

The Tenant shall not, and shall ensure that its employees, agents, volunteers, participants and any other people representing the Tenant (other than mere attendees) shall not, do anything which brings, or would be likely to bring, either the Council or the Tenant into disrepute, harm the reputation or interests of the Council or which could reasonably be expected to lead to unwanted or unfavourable publicity to the Council.

15.8 Vacation of Premises

The Tenant must not leave the Premises vacant for more than 45 continuous days without the prior written consent¹⁷ of Council.

¹⁵ Council, at its cost, will undertake regular inspection and maintenance of Council provided security systems. If there is any fault in a security system, the Tenant is to promptly inform Council so an inspection can be undertaken.

¹⁶ Clause 23.8 provides how Council can exercise this consent right.

¹⁷ Clause 23.8 provides how Council can exercise this consent right.



15.9 Emergency Procedures

The Tenant must:

- 15.9.1 keep a fully stocked first aid kit at the Premises and replenish it when required;
- 15.9.2 establish and display an emergency evacuation plan, and test the utility of any such evacuation plan, at regular intervals during each year of the Term; and
- 15.9.3 only use emergency equipment at the Premises for genuine emergencies and must promptly inform Council if emergency equipment is utilised by the Tenant and the reasons for such utilisation. If Council is of the view that the emergency equipment has been properly and reasonably used, then Council will replenish the emergency equipment at Council's cost. However, if Council is not satisfied that the emergency equipment has been properly and reasonably used for an emergency, then the Tenant will be responsible for replenishing the emergency equipment at the Tenant's cost.

15.10 Heavy Objects and Flammable Substances

The Tenant must not:

- 15.10.1 store any flammable or explosive substances in the Premises unless they are required for the Community Use; or
- 15.10.2 store any unreasonably heavy objects in the Premises or store anything likely to damage the Premises.

Where flammable or explosive substances are stored in the Premises not in breach of this Lease, then the Tenant must give Council written notice of same including details of the substances, their volume, storage container and location.¹⁸

15.11 Television and Radio

The Tenant must not install any televisions, radios, music systems or other equipment in the Premises which can be heard outside the Premises without obtaining the prior written consent¹⁹ of the Council.

15.12 Endanger Premises

The Tenant must not do or permit anything to be done in connection with the Premises which in the opinion of the Council may endanger the Premises or be a risk to any person or property.

15.13 Tenant's Employees

The Tenant must use all reasonable endeavours to ensure that the Tenant's employees, agents, contractors and invitees observe and comply with the Tenant's obligations under this Lease, where appropriate.

¹⁸ This notification enables Council to determine whether additional safety measures, such as emergency services warning signs, are required for the Premises. If there are any questions or concerns about chemicals in the Premises, then Tenants are encouraged to contact Council so Council's corporate occupational health and safety adviser can review the circumstances and situation.

¹⁹ Clause 23.8 provides how Council can exercise this consent right.



15.14 Animals

The Tenant must not allow any animals other than assistance dogs or companion animals to enter the Premises, unless the animals are required for or part of the Community Use of the Premises.

15.15 Auction Sales

The Tenant must not conduct or allow to be conducted any auctions, garage sales, car boot sales, fetes or similar activities without the prior written consent²⁰ of Council.

15.16 Liquor Licence

The Tenant must:

- 15.16.1 seek the prior written consent²¹ of the Council before applying for any licence or permit under the *Liquor Control Reform Act 1998* (Vic) ("Licence or Permit"), or applying for any variation, removal, transfer, surrender or release of the licence or permit or nominating any person to be a licensee or permittee;
- 15.16.2 produce the Licence or Permit to the Council for inspection upon demand;
- 15.16.3 comply with any conditions of the Licence or Permit imposed by the Council;
- 15.16.4 comply with all conditions of the Licence or Permit and all laws relating to the Licence or Permit;
- 15.16.5 not allow the Licence or Permit to be cancelled or suspended;
- 15.16.6 renew the Licence or Permit and notify the Council in writing within 14 days of the renewal;
- 15.16.7 promptly notify the Council in writing if the Licence or Permit is cancelled or suspended or if the Tenant receives any notice, summons or fine in relation to the Licence or Permit;
- 15.16.8 indemnify the Council for any damages or costs incurred in relation to the Licence or Permit or a breach of this clause by the Tenant; and
- 15.16.9 surrender the Licence or Permit within 21 days of receiving a written notice from the Council, which the Council may give to the Tenant if the Tenant's use of the Premises is causing or likely to cause a nuisance to local residents.

²⁰ Clause 23.8 provides how Council can exercise this consent right.

²¹ Clause 23.8 provides how Council can exercise this consent right.



15.17 Gambling

- 15.17.1 The Tenant must not conduct any form of gambling on or associated with the Premises, whether such gambling requires a permit or licence or not, without the prior written consent²² of Council.
- 15.17.2 The Tenant must not apply for a licence or permit pursuant to the *Gambling Regulation Act 2003* (Vic) (GRA) without the prior written consent of Council.
- 15.17.3 The Tenant must provide a copy of any licence or permit issued pursuant to the GRA to Council.

15.18 Tenant Membership

The Tenant will:

- 15.18.1 permit residents and ratepayers of the municipality of Maroondah to become members of the Tenant upon satisfying the Tenant's reasonable requirements for membership;
- 15.18.2 upon demand, inform the Council of the overall number of members of the Tenant and the number of Maroondah residents that are members of the Tenant; and
- 15.18.3 within 7 days of demand, provide the Council with access to all necessary documents to enable the Council to verify the membership of the Tenant. For the sake of clarity, Council will not copy or record the personal details of any member of the Tenant during any verification inspection.

15.19 Tenant Reporting Obligations

The Tenant must give Council by no later than the last day of February each year the following reports for the just completed (preceding) Financial Year:

- 15.19.1 an audited financial report or review (as per the requirements of the *Associations Incorporation Reform Act 2012* (Vic)) including a statement of assets and liabilities and profit and loss statement for the Tenant; or
- 15.19.2 if an audited report is not legislatively required, then a copy of the AGM Report together with any additional information requested by Council from time to time; and
- 15.19.3 a written report in a format similar to the template report for Tenants that Council makes available on its internet website²³ and, as a minimum, detailing:
 - (a) If not comprised within the AGM report, the activities conducted by the Tenant during the preceding year and, where applicable, a list of the groups which have used the Premises;
 - (b) the elected office bearers of the Tenant for the next year;
 - (c) if requested in writing by Council, any significant or cyclical maintenance of the Premises undertaken by the Tenant in accordance with the Maintenance Schedule or otherwise;

²² Clause 23.8 provides how Council can exercise this consent right.

²³ Subject to Council complying with the requirements of clause 23.10 which require notice to the Tenant and an explanation of any changes made compared to the preceding version



- (d) a current list of each person who holds a key to the Premises including a reference to the key number (if any) allocated to the key by Council;
- (e) If requested in writing by Council, annual reports of all OH&S incidents (including near misses and those causing injury) arising on, in or near the Premises or in connection with the Tenant's use of the Premises;
- (f) a copy of the Tenant's Child Safe policy and record of all employees, contractors and volunteers;
- (g) copies of current permits and licences required for the conduct of the Tenant's business from the Premises; and
- (h) copy Certificate of Currency of Insurance current as at the date of submitting the report;
- (i) if requested in writing by Council, a report on the current number of active members of the Tenant and how many of the active members live within the municipality of Maroondah.

15.19.4 Notwithstanding clause 15.19.3(e), the Tenant shall report to Council all OH&S incidents (including near misses and those causing injury) arising on, in or near the Premises or in connection with the Tenant's use of the Premises immediately such incident occurs.

15.20 Working with Children Checks and Child Safety

- 15.20.1 The Tenant shall do all such acts and things as may be required to comply with the WS Act. In particular, the Tenant must at all times maintain an up to date Child Safe Policy and ensure compliance by itself and all current and prospective employees, contractors, volunteers and participants, who are or shall be engaged in activities where children would be expected to be present. Participants refers to training, playing, assisting, mentoring, coaching or other work (excluding incidental or occasional contact with children), whether paid or volunteer; but does not include barrack or attend.
- 15.20.2 The Tenant agrees that it shall maintain an up to date register of WWC Checks for all employees, contractors and volunteers and shall, in addition to its reporting obligations in clause 15.20, submit a copy of the register to Council at any time upon reasonable request.
- 15.20.3 The Tenant warrants that it shall implement and maintain at all times the Child Safe Standards as prescribed in the National Principles for Child Safe Organisations (if applicable).²⁴
- 15.20.4 This clause does not apply if the Tenant's activities do not include children as participants, spectators or bystanders.

²⁴ The Child Safe standards can be found on the <https://ccyp.vic.gov.au/child-safety/being-a-child-safe-organisation/the-child-safe-standards/> website



15.21 Determination Warranty and Obligations

15.21.1 The Tenant acknowledges that the Council has entered into this Lease on the basis that the Tenant warrants that:

- (a) the Tenant is a body corporate that exists for the purposes of providing community or similar facilities or promoting community objectives and that it applies its profits in promoting its objects and prohibits payment of any dividend or amount to its members; and
- (b) accordingly, pursuant to the Determination, the *Retail Leases Act 2003* (Vic) does not apply to this Lease.

15.21.2 The Tenant warrants that its constitution or rules of association prohibit payment of any dividend, benefit or other amount to its members.

15.21.3 The Tenant agrees and acknowledges that during the Term and any further term:

- (a) it must apply any profits that it receives in promoting its objects;
- (b) it must not amend its rules or its constitution without the prior written consent²⁵ of Council; and
- (c) it must provide a copy of its constitution or rules to Council within 7 days of the Commencement Date and otherwise upon demand by Council.

15.22 Tax Exempt

The Tenant must not undertake any activity or permit anything to be done which may cause it to cease being exempt from Commonwealth income tax under the *Income Tax Assessment Act 1997* (Cth). Dealing with Interest in the Premises

16. Dealing with Interest in the Premises

16.1 No Parting with Possession

16.1.1 Subject to clause 14, the Tenant must not give up possession of the Premises including assigning this Lease, subleasing the Premises or granting to any person a licence in respect of the Premises, without the prior written consent²⁶ of Council.

16.1.2 For the sake of certainty, having regard to the positive obligation of the Tenant to maximise community use of the Premises under clause 14.1, Council permits the temporary hiring of the Premises on a regular or casual basis pursuant to Special Condition1 of this Lease.

²⁵ Clause 23.8 provides how Council can exercise this consent right.

²⁶ Clause 23.8 provides how Council can exercise this consent right.



16.2 Change in Shareholding

If the Tenant is a corporation (other than a corporation listed on any stock exchange in Australia) a change in the control of the corporation as such control existed at the Commencement Date (whether occurring at the one time or through a series or succession of issues or transfers) or a change in the holding of more than one-half of the issued share capital, either beneficially or otherwise, will be deemed to be a novation or assignment of this Lease. Before any such novation or assignment of this Lease can be effective and binding upon the Council the Tenant must seek the Council's prior written consent²⁷.

16.3 Mortgage of Lease

The Tenant must not create any security over this Lease or the Tenant's Property.

17. Tenant's obligations at the end of this Lease

17.1 Tenant's Obligations

At the end of this Lease, the Tenant must:

- 17.1.1 vacate the Premises and give the Premises back to the Council in a condition consistent with the Tenant having complied with its obligations under this Lease;
- 17.1.2 remove the Tenant's Property (including all signs and lettering) and reinstate the Premises in the condition the Premises were in prior to the installation of the Tenant's Property including making good any damage caused by the removal of the Tenant's Property; and
- 17.1.3 give to the Council all keys and other security devices for the purposes of obtaining access to and securing the Premises.

17.2 Tenant's Property Left in Premises

Anything left in the Premises after 7 days of the end of this Lease will be deemed to be abandoned by the Tenant and will become the property of the Council and may be kept or removed or disposed of (including being sold by private sale) by the Council at the Tenant's cost and at the Tenant's risk.

18. Council's rights and obligations

18.1 Quiet Enjoyment

As long as the Tenant does not breach this Lease, the Council must not interfere with the Tenant's use and occupation of the Premises except as provided by this Lease.

²⁷ Clause 23.8 provides how Council can exercise this consent right.



18.2 Alterations to the Premises

The Council may carry out any works, alterations, renovation or refurbishment of the Premises which may include extending or reducing any buildings on the Premises at any reasonable time after giving the Tenant reasonable notice of any work proposed pursuant to this clause.

18.3 Dealing with the Land

The Council may:

- 18.3.1 subdivide the Land or grant easements or other rights over the Land or the Premises except where it will unreasonably interfere with the Tenant's use and occupation of the Premises;
- 18.3.2 install, repair and replace pipes, cables and conduits in the Premises; and
- 18.3.3 use the roof and external walls of the Premises for any purposes the Council determines.

18.4 Entry by Council

The Council may enter the Premises at any reasonable time after giving the Tenant reasonable notice to:

- 18.4.1 inspect the condition of the Premises;
- 18.4.2 rectify any default by the Tenant under this Lease;
- 18.4.3 carry out any inspection, repairs, maintenance, works or alterations in the Premises which the Council decides to or is required to carry out by any law or authority.

For the purposes of this clause, where the Tenant has previously lodged a maintenance request and Council is entering the Premises to action that request, then prior notice of entry from Council to the Tenant is not required.

The Council must use all reasonable endeavours to cause as little disruption as possible to the Tenant's use of the Premises in exercising the Council's rights under this clause.

18.5 Emergency Entry, Municipal Emergencies and Disasters

- 18.5.1 The Council may enter the Premises at any time without giving notice to the Tenant in an emergency.
- 18.5.2 If the Council's Municipal Emergency Management Plan or Business Continuity Plan (or equivalent plans however titled) is activated then, notwithstanding any other provision of this Lease, Council reserves the right to enter and assume control of part or all of the Premises for emergency management or business continuity purposes for as long as is reasonably needed.
- 18.5.3 If Council assumes control of the Premises pursuant to clause 18.5.2 then Council must:
 - (a) use reasonable efforts to secure and protect the Tenant's Property, including data and confidential/personal information;
 - (b) return the Premises to the Tenant in the same condition that the Premises were in when Council assumed control of the Premises;



- (c) acting in good faith, pay a reasonable proportion of any Rates and Taxes or Services assessed to the Premises during the period of the Council's occupation of the Premises; and
- (d) reduce the Rent on a proportionate basis during the Council's occupation of the Premises.

18.5.4 The Tenant acknowledges and agrees that under no circumstance will the Tenant hinder the Council's use of the Premises or the Council's ability to respond to or deal with a municipal emergency or business continuity situation.

18.6 Reletting and Sale

The Council may:

- 18.6.1 once the Tenant has indicated that they will not exercise the option for a further term, affix a 'For Lease' sign on the Premises and show the Premises to intending tenants at any reasonable time upon reasonable notice to the Tenant during the 6 months prior to the end of the Term (except where the Tenant has validly exercised an option for a Further Term); and
- 18.6.2 affix a 'For Sale' sign on the Premises and show the Premises to intending purchasers of the Premises at any reasonable time upon reasonable notice to the Tenant during the Term.

Any sign erected by the Council must not unreasonably interfere with the Tenant's use and occupation of the Premises.

18.7 Waste services

Council can provide, without charge to the Tenant, a garbage and recycling service, suitable for their generation rates. This will be assessed by Council on an individual club basis. Any additional waste collection services that Council agrees to provide will be provided at the Tenant's cost.

19. Termination of Lease

19.1 Re-entry

The Council may re-enter the Premises and terminate this Lease if:

- 19.1.1 any part of the Rent is in arrears for 30 days (whether or not the Council has demanded payment);
- 19.1.2 the Tenant breaches this Lease and does not remedy the breach within 14 days of receipt of written notice from the Council; or
- 19.1.3 any funding or service agreement between Council and the Tenant ends.

19.2 Damages following Determination

If this Lease is terminated by the Council, the Tenant agrees to compensate the Council for any loss or damage the Council suffers arising in connection with the Tenant's breach of this



Lease including the loss of the benefit of the Tenant performing its obligations under this Lease up to the expiration of the Term.

19.3 Essential Terms

The essential terms of this Lease are clauses 3, 4, 6.1, 7, 8, 9, 11.1, 11.3, 11.7, 12, 14.1, 15.1, 15.7, 15.15, 15.16, 15.17, 15.18, 15.19, 15.20, 16.1, 18.5 and any special condition that is expressed to be an essential term of this Lease. The breach of an essential term is a repudiation of this Lease.

19.4 No Deemed Termination

If the Tenant vacates the Premises, the Council will not be deemed to have terminated this Lease merely by the acceptance of keys from the Tenant, entry into the Premises for any purpose, or the showing of the Premises to prospective tenants or purchasers. This Lease will be deemed to continue until such time as the Council gives notice to the Tenant terminating this Lease, or otherwise agrees with the Tenant that this Lease is terminated.

20. Insolvency Event

20.1 If:

- 20.1.1 the Tenant is insolvent or admits or is presumed to be so;
- 20.1.2 an application or order is made for the winding up or dissolution of the Tenant, or a resolution is passed, or any steps are taken to pass a resolution for a winding up or dissolution of the Tenant;
- 20.1.3 an administrator, provisional liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of the Tenant, or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within fourteen days; or
- 20.1.4 the Tenant enters into, or takes any action to enter into, an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or an assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them,
- 20.1.5 the Tenant is de-registered even if solvent; ASIC commences a strike-off application; or the Tenant ceases to have any directors

then an act of insolvency has occurred, and the Council may then terminate this Lease at any time by giving the Tenant 14 days written notice.

21. Destruction or Damage of Premises

21.1 Reduction in Rent

If the Premises, or any part of the Premises, are destroyed or damaged to the extent that the Tenant cannot use or have access to the Premises (except if the Tenant causes or contributes to the destruction or damage, or the Council's insurer is not legally required to reinstate the Premises because the Tenant caused or contributed to the destruction or



damage) then the Council will reduce the Rent and any outgoings by a reasonable amount depending upon the nature and extent of destruction or damage until the Tenant can use or have access to the Premises.

21.2 Reinstatement of Premises

If the Premises or any part of the Premises are destroyed or damaged, the Council may, within 6 months from the date of such damage or destruction, give notice to the Tenant:

- 21.2.1 terminating this Lease, where the Council considers that the damage or destruction is such that repairing it is impracticable or undesirable; or
- 21.2.2 that the Council will commence reinstatement of the Premises to a condition where the Tenant can use or have access to the Premises.

The Council does not have to reinstate the Premises.

21.3 Tenant's Right of Termination

Where the Tenant has not caused or contributed to the damage or destruction of the Premises and the payment of the insurance for the Premises is not refused due to the act or default of the Tenant, the Tenant may give written notice to the Council terminating this Lease where the Council does not:

- 21.3.1 give notice to the Tenant pursuant to clause 21.2; or
- 21.3.2 commence reinstatement within 12 months of the date of damage or destruction.

Upon termination of this Lease, each party is released from all further obligations under this Lease except nothing in this clause releases either party from any breach of this Lease arising prior to the date of termination.

21.4 No Compensation

The Tenant acknowledges that if the Premises are destroyed or damaged, the Tenant is not entitled to receive any compensation from the Council. If however, the damage is at Council's fault then any insurance excess will be compensated.



22. Dispute Resolution

- 22.1** In the event of any dispute between the parties, each party agrees to mediate in good faith for the purpose of resolving the dispute.
- 22.2** In the event that any such dispute is unable to be resolved by mediation, the dispute shall be referred to arbitration before an arbitrator appointed by agreement between the parties or failing agreement an arbitrator nominated by the President for the time being of the Law Institute of Victoria. In any arbitration, each party shall be required to co-operate in the arbitration and do all such acts and things as may be necessary for the effective conduct of the arbitration proceedings.
- 22.3** Each party may be represented by a legal practitioner in the arbitration. The decision of the arbitrator shall be final and binding upon the parties.
- 22.4** Each party shall bear its own costs of any mediation or arbitration. The fees of any mediator or arbitrator shall be borne equally by the parties.
-

23. General

23.1 Notices

Any notice required to be served under this Lease must be in writing and must be served by post, email transmission, or hand delivered to:

- 23.1.1** the Tenant at its address or email address set out in this Lease, the Tenant's registered office address, the Premises, or the last known address or email address of the Tenant; and
- 23.1.2** the Council at its address set out in this Lease or any other address notified in writing to the Tenant by the Council.
- 23.1.3** notices sent by email need not be marked for the attention of a specific person. However, the email must state the first and last name of the sender. Notices sent by email are taken to be signed by the named sender and constitute a notice in writing for the purpose of this clause 23.1.

23.2 Time of Service

A notice or other communication is deemed served:

- 23.2.1** if served personally or left at the person's address, upon service;
- 23.2.2** if posted, 2 business days after posted;
- 23.2.3** if served by email:
- (a) when the sender receives an automated message confirming delivery; or
 - (b) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered



whichever happens first; and

23.2.4 received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

23.3 Entire Understanding

This Lease contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Lease and have no effect.

23.4 Variation of this Lease²⁸

This Lease may only be varied by agreement recorded in a written document headed 'Variation of Lease' or similar and signed or executed by both parties.

23.5 Waiver

If the Council accepts the Rent or any other monies under this Lease (before or after the end of this Lease) or does not exercise or delays exercising any of the Council's rights under this Lease, it will not be a waiver of the breach of this Lease by the Tenant or of the Council's rights under this Lease.

23.6 Special Conditions

This Lease is subject to the Special Conditions set out in section two of Annexure A. The Special Conditions override any inconsistent provisions in this Lease.

23.7 Standard terms

The twenty four (24) clauses contained in this Part Two constitute Council's standard terms for a community facilities lease. Changes to those clauses noted in section one of Annexure A are deemed to be made to the relevant clauses in this Lease.

23.8 Council's Consent

If Council's consent is required under this Lease, Council may withhold or give its consent in its absolute discretion and, if it gives its consent, it may give its consent subject to such conditions as, in its absolute discretion, it requires.

23.9 Relationship of parties

This Lease does not create any relationship between the parties other than as landlord and tenant in respect of the Lease of the Premises. The Tenant must not hold itself out or allow anyone associated with the Tenant to hold themselves out, as being an agent of Council or being in any other way entitled to make any contract or representation for or on behalf of Council or to bind Council to the performance, variation, release or discharge of any obligation.

²⁸ A renewal of this lease (by the exercise of an option, if any, to extend its term) is not a variation. Similarly, an exercise of an option is on the same terms and conditions. If the parties wish to change any terms and conditions when exercising an option then they must execute a formal variation (which can be done at the same time that the options is exercised).



24. Interpretation

24.1 Governing Law and Jurisdiction

This Lease is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

24.2 Persons

In this Lease, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

24.3 Joint and Several

If a party consists of more than 1 person, this Lease binds them jointly and each of them severally.

24.4 Legislation

In this Lease, a reference to a statute, determination, standard, guideline, policy or similar document includes regulations under the statute and any consolidations, amendments, re-enactments, replacements or updates of any of them.

24.5 Clauses and Headings

In this Lease:

- 24.5.1 a reference to a clause, Particulars or Annexure is a reference to a clause, Particulars or Annexure in or to this Lease; and
- 24.5.2 headings and sub-headings and footnotes are inserted for ease of reference only and do not affect the interpretation of this Lease.

24.6 Severance

In this Lease:

- 24.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 24.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Lease.

24.7 Number and Gender

In this Lease, a reference to:

- 24.7.1 the singular includes the plural and vice versa; and
- 24.7.2 a gender includes the other genders.



24.8 Exclusion of Statutory Provisions

The following statutory provisions are excluded from this Lease:

- 24.8.1 Section 144 of the *Property Law Act 1958* (Vic); and
- 24.8.2 Division 7 of Part IV of the *Transfer of Land Act 1958* (Vic).

24.9 No restriction of Council's powers, duties or discretions

Nothing in this Lease fetters or restricts the powers, duties or discretions of Council in the exercise of its statutory or other functions, powers, duties and authority.

24.10 Council documents relevant to this Lease published on Council's internet website

- 24.10.1 Where this Lease requires the Tenant to comply with a document, policy, procedure or form ("Documents") published on Council's internet website then Council must give written notice to the Tenant of the publishing of the Document and the Document's general intent and effect before the Tenant is bound by that Document.
- 24.10.2 If Council makes any changes to a Documents published pursuant to clause 24.10.1 then those changes only apply to the Tenant once the Tenant is given written notice (including by email) by Council of the change to the relevant Document and the intent and effect of any changes.
- 24.10.3 For clarity, it is not intended by Council that Documents published by Council pursuant to this clause 24.10 will impose additional financial burden on the Tenant or shift liabilities or responsibilities of Council under this Lease to the Tenant. The Documents are intended to be policy and procedural documents forming part of this Lease.

24.11 General

To the extent permitted by law, no rule of interpretation must be applied in the interpretation of this Lease to the disadvantage of one party on the basis that it prepared or put forward any document comprising part of this Lease.



Annexure A

Section One – Changes to Council's standard community lease terms

The following standard clauses from Part Two of this Lease are amended as noted below:

Clause	How amended (changes tracked)	Final form of amendment (untracked)
Recital I.	In granting this lease to the Tenant, the Tenant acknowledges it has made and Council has relied upon the following representations – 1. The Premises will only be used for Not-for-Profit purposes and not for any commercial purposes.	No Change, but Council acknowledges that tennis coaches under a formal contract with the occupying tenant may provide tuition services without contravening this lease.
14.4 Hours of Use	The Tenant must only use the Premises during the Hours of Use set out in Item 13;	14.4 Hours of Use Not applicable– deleted
15.5 Signs	The Tenant must seek the prior written consent ²⁹ of the Council before displaying or affixing any signs, advertisements or notices to any part of the Premises where such signs, advertisements or notices are visible from outside the Premises.	No change, but Council acknowledges that Tennis Australia/Coach signage is considered community information and therefore able to be displayed on any fence
18.7 Waste Services	Council will provide, without charge to the Tenant, two (2) two hundred and forty (240) litre waste bins and two (2) two hundred and forty (240) litre recyclables bins for the use of the Tenant in accordance with Council's waste collection practices current at the time. Any additional waste collection services that Council agrees to provide will be provided at the Tenant's cost.	Council can provide, without charge to the Tenant, a garbage and recycling service, suitable for their generation rates. This will be assessed by Council on an individual club basis. Any additional waste collection services that Council agrees to provide will be provided at the Tenant's cost.



Section Two - Special Conditions

1. Commercial Operations

1.1 Council will only permit the Tenant to enter into a formal usage agreement with a third party Tennis Coaching Operator, if the business is able to demonstrate and keep updated, appropriate public liability and business insurance, relevant first aid and child safe screening for all coaches operating from the venue.

1.2 As part of the formal usage agreement, the third party Tennis Coaching Operator must pay a reasonable contribution appropriate to their level of facility usage.

1.3 No representative of the third-party coaching business may hold an executive position on the tenant committee of management.

1.4 This Special Condition is an essential term of this Lease.

2.0 Hire Agreement

For the purposes of this Special Condition:

Certification means a process of obtaining prior written certification from Council to enter into a Hire Agreement with third parties under the terms of the Lease

Hire Agreement means a hire agreement between the Tenant and a third party to temporarily use the Premises on the terms and conditions set out in this Lease.

Hire Fee means the fee payable by the third party to the Tenant under the Hire Agreement for the use of the Premises.

Hirer means any third party user pursuant to a Hire Agreement.



- 2.1 The Tenant may only enter into a Hire Agreement if it has obtained prior Certification from Council and uses its best endeavours to ensure that any Hire Agreement complies with Council's Community Facilities Hire Policy as published on Council's website from time to time and using a form substantially the same or similar to Council's Community Facilities Hire Agreement.
- 2.2 The Council and the Tenant acknowledge and agree that the Hire Agreement may provide for the Tenant to charge a Hire Fee provided that the Tenant applies the Hire Fee towards maintaining the Premises or promoting its objects in accordance with clause 15.21 of this Lease.
- 2.3 The Tenant must not grant a Hire Agreement that grants any rights to a third party Hirer which exceeds the rights of the Tenant under this Lease. If there is any inconsistency between the rights and obligations of the parties to the Hire Agreement and the terms of the Lease, the provisions of this Lease prevail to the extent of any inconsistency.
- 2.4 The Council accepts no responsibility for any third party who enters into a Hire Agreement with the Tenant. The Tenant's Release and Indemnity as set out in clause 13 of the Lease is specifically extended to any Hire Agreement pursuant to this clause. The Tenant acknowledges that it is solely liable for and responsible for:
- (a) the actions or omissions of the Hirer during the term of the Hire Agreement;
 - (b) whether the Hirer and/or the purpose of the Hire Agreement is appropriate for the Premises, other users of the Premises (if any) and the surrounding residents
- and that any breach of the terms of the Lease by a Hirer constitutes a breach of the Lease by the Tenant.
- 2.5 This Special Condition is an essential term of this Lease.

3 Renewal of Court Fencing and Court Lighting

- 3.1 Council has made a ten (10) year commitment to 2033, for the conversion of tennis court lighting to LED and the renewal of poor and fair rated court fencing. This commitment is based on the condition that the tenant:
- 3.1.1 demonstrates ongoing viability through maintaining and/or growing community participation, strategic planning and the development of a sinking fund.
 - 3.1.2 meets all lease obligations.
- 3.2 Over the 10 year lease period, Council will continue to provide an indicative two (2) year renewal program with replacement priority determined by risk, viability (demand) and age. The program will be subject to change if opportunities for external funds become available.

4 Relocation

4.1 Relocation

If the Council wants to redevelop the Land and/or the Premises, subdivide the Land, grant easements or other rights over the Land or carry out any works on the Land and/or the Premises, which the Council cannot adequately carry out due to the Tenant's occupation of the Premises under this Lease, the Council may give written notice to the Tenant:



- 4.1.1 requiring the Tenant to surrender this Lease by executing a deed of surrender in a form prepared by the Council (**Deed**) on a date being not earlier than 6 months after receipt of the notice by the Tenant; and
- 4.1.2 offering the Tenant a new lease of alternative premises on suitable land (**Alternative Premises**) which must, as far as practicable, be suitable for the Community Use.

The Council must also provide to the Tenant at the time of giving the Tenant the notice specified above, reasonable details of the Council's proposal for any redevelopment, works or other use determined by Council.

4.2 Terms of New Lease on the Land

The new lease of the Alternative Premises offered to the Tenant under Special Condition 5.1 must be on the same terms as this Lease except:

- 4.2.1 the term of the new lease will be equal to the remainder of the Term as at the date that this Lease is to be surrendered by the Tenant; and
- 4.2.2 the Alternative Premises will be in a location selected by the Council taking into account any reasonable requirements of the Tenant.

4.3 Surrender of Lease and New Lease

- 4.3.1 If the Council gives the Tenant a notice under Special Condition 5.1, the Tenant must:
 - (a) execute and return the Deed to the Council within 30 days of receipt by the Tenant;
 - (b) give notice within 30 days of receipt of the notice under Special Condition 3.1 to the Council either accepting or rejecting the offer of a new lease of the Alternative Premises; and
 - (c) where the Tenant accepts the new lease of the Alternative Premises, execute and return to the Council the new lease within 30 days of receipt of the new lease by the Tenant.
- 4.3.2 If the Tenant does not give the Council any notice under Special Condition 5.3.1(b), the Tenant will be deemed to have rejected the offer of the new lease of the Alternative Premises.
- 4.3.3 If the Tenant gives the Council a notice rejecting the offer of the new lease of the Alternative Premises or is deemed to have rejected such offer under Special Condition 5.3.2, the Tenant must vacate the Premises in accordance with the terms of this Lease and the Deed on the date specified in the notice under Special Condition 5.1.

4.4 No Compensation

The Tenant acknowledges that it is not entitled to receive any compensation from the Council where the Council requires the Tenant to surrender this Lease in accordance with this Special Condition and, on and from the date of the surrender of this Lease, (irrespective of whether the Deed is executed by the Tenant), the Tenant releases the Council from all further obligations under this Lease.



4.5 Limit on Relocation

The Council must not serve a notice on the Tenant pursuant to Special Condition 5.1 more than once during the Term.

4.6 Relocation Period

If requested by the Tenant in the notice given by the Tenant to the Council pursuant to Special Condition 5.1, the Council will provide that the new lease of the Alternative Premises will commence 30 days prior to the expiration of this Lease, during which time the Tenant may complete the relocation of the Tenant's Property, so long as the Tenant has complied with its obligations under this Special Condition.

5 Demolition

5.1 Notice to the Tenant

The Council may give a notice to the Tenant, which provides for the termination of the Lease on the grounds of a proposed demolition, on a date not being earlier than 6 months after receipt of the notice by the Tenant.

5.2 Surrender of Lease

If the Council gives the Tenant a notice under Special Condition 6.1, the Tenant must execute and return to the Council a deed of surrender of this Lease within 14 days of receipt by the Tenant.

5.3 Compensation

The Tenant acknowledges that it is not entitled to receive any compensation from the Council where the Council requires the Tenant to surrender this Lease in accordance with this Special Condition and, on and from the date of surrender of this Lease (irrespective of whether a deed of surrender of lease is executed by the Tenant), the Tenant releases the Council from all further obligations under this Lease.



Maroondah City Council Community Facility Standard Lease 2021

Annexure B

Plan of Premises





Annexure C

Determination



Victoria Government Gazette

No. S 362 Monday 13 October 2014
By Authority of Victorian Government Printer

Retail Leases Act 2003 DETERMINATION UNDER SECTION 5

Premises Not Constituting Retail Premises

I, Russell Northe MP, Minister for Small Business, and Minister responsible for administering the **Retail Leases Act 2003** (the Act), determine under section 5(1)(e) of the Act –

1. The following kinds of leases are leases of premises to which section 4(2)(h) of the Act applies, being premises which are not 'retail premises':
 - (a) A lease of premises under which the rent payable is not greater than \$10,000 per annum and under which the premises are used wholly or predominantly for any one or more of the following purposes –
 - (i) public or municipal purposes;
 - (ii) charitable purposes;
 - (iii) the education and training of persons to be ministers of religion;
 - (iv) as a residence of a practising minister of religion;
 - (v) as a club for or a memorial to persons who served in the First or Second World War or in any other war, hostilities or special assignment referred to in the **Veterans Act 2005**;
 - (vi) the purposes of the Returned Services League of Australia;
 - (vii) the purposes of the Air Force Association (Victoria Division); or
 - (viii) the purposes of the Australian Legion of Ex-Servicemen and Women (Victorian Branch).
 - (b) A lease of premises under which the rent payable is not greater than \$10,000 per annum and under which the premises are used wholly or predominantly by a body or association, whether incorporated or unincorporated –
 - (i) that exists for the purposes of (and which uses the premises for) providing or promoting community, cultural, sporting, recreational or similar facilities or activities or objectives; and
 - (ii) that applies its profits in promoting its objects; and
 - (iii) that prohibits the payment of any dividend or other amount to its members –

whether or not the premises are occupied by the tenant, held by the tenant in trust for the occupant or sub-leased by the tenant to another person.

2. The Ministerial Determination dated 22 July 2008 made by the Minister for Small Business and notified in the Victoria Government Gazette No. S209 on Thursday 24 July 2008 (the former Determination) is revoked.
3. The revocation of the former Determination by this Determination does not affect the operation of the former Determination in relation to leases to which the former



Determination applied. Accordingly, any leases to which the former Determination applied, that was in force immediately before 31 December 2014, continues to be excluded from the definition of **retail premises** in section 4 of the **Retail Leases Act 2003** until –

- (a) the lease expires or is terminated under the Act; or
- (b) it is no longer possible, under the terms of the lease, for the tenant to exercise an option to renew the lease.

This Ministerial Determination comes into effect on 1 January 2015.

Dated 6 October 2014

THE HON. RUSSELL
NORTHE MP
Minister for Small Business

SPECIAL

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Annexure D

Pro-forma letter from the Tenant to Council providing notice pursuant to clause 3.2.1

[Date]

[Council officer name and title]
Maroondah City Council
P.O. Box 156
Ringwood Vic 3134

Dear [salutation],

Lease of [insert premises details] by [insert tenant details] (Tenant)
Notice of desire to exercise the option to renew the lease

Please accept this letter as formal notice pursuant to clause 3.2.1 of the above lease that the Tenant wishes to exercise the option to renew the lease for a further term of [insert number of years].

To my knowledge the Tenant is not currently in breach of any provision of the lease nor has the Tenant persistently defaulted under the lease. The Tenant also agrees to comply with all reasonable requirements of Council in renewing the lease.

Under the lease I understand the next step is Council will respond in writing to this notice.

I look forward to hearing from you.

Yours sincerely,

[Insert name]

[Insert position held at the Tenant e.g. public officer and the Tenant's name]



Annexure D (continued)

Pro-forma Letter from Council granting the Tenant a new lease for a Further Term pursuant to clause 3.3.2

[Date]

[Tenant officer name and title]

[Tenant name and address]

... Vic 31..

Dear [salutation],

Lease of [insert premises details] by [insert tenant details] (Tenant)

Confirmation of the exercise of an option to renew the lease

Council confirms receipt of the Tenant's notice dated [insert date] indicating the Tenant's wishes to exercise the option to renew the lease for a **Further Term** of [insert number of years].

Please accept this letter as formal notice pursuant to clause 3.3.2 of the above lease that Council agrees to the option for a Further Term being exercised. Please sign the enclosed duplicate of this letter and return it to Council. These exchanges of letters constitute the exercise of the option for to extend this lease for the Further Term.

This means the key details of the option term of the lease will be:

1. Commencement date of the **Further Term**: [insert time and date]
2. End date of the **Further Term**: [insert time and date]
3. Rent for each year of the Further Term:
 - a. **Further Term** year one – \$ [insert amount]
 - b. **Further Term** year two – \$ [insert amount]
 - c. **Further Term** year three – \$ [insert amount]
 - d. **Further Term** year four – \$ [insert amount]
 - e. **Further Term** year five – \$ [insert amount]
4. **Additional Further Terms**: [insert, if none write 'nil']

All other terms of the Lease remain as the same terms and conditions for the initial term of the Lease.

Council looks forward to receiving the return of the enclosed duplicate of this letter, executed by [insert name of the Tenant] and to your continued occupation and use of the Premises.

Yours sincerely,

[Insert Council officer name]

[Insert Council officer title]

Then create a duplicate of the letter with the following execution clause for the Tenant at the end –

The Tenant agrees to extend the term of the above Lease of the above Premises for the Further Term on the terms and conditions contained in the letter from Council dated [insert date] of one page of which this is a reformatted duplicate:

.....
Signed for and on behalf of [insert Tenant's name] in accordance with its constitution by –

PRINT name:

Position held: Date:



Particulars

Item 1.	Council: (Clause 1)	Maroondah City Council of 179 Maroondah Highway Ringwood 3134
Item 2.	Tenant: (Clause 1)	Burnt Bridge Tennis Club Inc., ACN A0009936R ABN 35 959 485 850. P.O Box 689 Ringwood 3134, secretary@bbtc.com.au
Item 3.	Land: (Clause 1)	The land contained in certificate of title volume 8460 folio 766 and known as Peter Vergers Reserve, Maroondah Highway, RINGWOOD
Item 4.	Premises: (Clause 1)	That part of the Land shown bounded in red on the plan in Annexure B
Item 5.	Commencement Date: (Clause 1)	1 JANUARY 2023
Item 6.	Term: (Clause 1)	5 years
Item 7.	Further Term(s): (Clause 1 & 3.2)	1 further term(s) of 5 years
Item 8.	First and Last dates for exercising the Option for the Further Term: (Clause 3.2.1)	First Date for exercising Option - July 2027 Last Date for exercising Option - October 2027
Item 9.	Rent : (Clause 1 & 3)	Year 1: \$6,402.40 incl GST Year 2: \$6,562.46 incl GST Year 3 - 5: In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule The Rent is payable quarterly in advance, within 30 days of Council issuing an invoice for the Rent, commencing on the Commencement Date, and then on each anniversary of the Commencement Date during the Term and any Further Term. This payment obligation also applies to the payment of Rent during any Further Term.
Item 10.	Rent During Further Term: (Clause 1 and 5)	In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule



Particulars (continued)

Item 11. Security Deposit: (Clause 1 & 8.1)	\$1,000 plus GST
Item 12. Community Use: (Clause 1 & 14.1)	The carrying on of Not for Profit activities normally associated with a tennis club.
Item 13. Hours of Use (Clause 14.4)	'Not Applicable'
Item 14. Special Conditions: (Clause 1 & 22.6)	The Special Conditions in section two of Annexure A form part of this Lease.
Item 15. Changes to Council's standard terms: (Clause 23.6)	The following standard clauses have been amended (as set out in section one of Annexure A): Recital 1 15.5 Signs 14.4 Hours of Use 18.7 Waste Services



Particulars

Item 1.	Council: (Clause 1)	Maroondah City Council of 179 Maroondah Highway Ringwood 3134
Item 2.	Tenant: (Clause 1)	The Croydon Tennis Club Inc., ACN A0012299M ABN 83 455 009 678 president@croydontennisclub.com.au
Item 3.	Land: (Clause 1)	The land contained in certificate of title volume 6169 folio 745 and known as Croydon Park, Hewish Road, CROYDON
Item 4.	Premises: (Clause 1)	That part of the Land shown bounded in red on the plan in Annexure B
Item 5.	Commencement Date: (Clause 1)	1 JANUARY 2023
Item 6.	Term: (Clause 1)	5 years
Item 7.	Further Term(s): (Clause 1 & 3.2)	1 further term(s) of 5 years
Item 8.	First and Last dates for exercising the Option for the Further Term: (Clause 3.2.1)	First Date for exercising Option - July 2027 Last Date for exercising Option - October 2027
Item 9.	Rent : (Clause 1 & 3)	Year 1: \$7,903.20 incl GST Year 2: \$8,100.78 incl GST Year 3 - 5: In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule The Rent is payable quarterly in advance, within 30 days of Council issuing an invoice for the Rent, commencing on the Commencement Date, and then on each anniversary of the Commencement Date during the Term and any Further Term. This payment obligation also applies to the payment of Rent during any Further Term.
Item 10.	Rent During Further Term: (Clause 1 and 5)	In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule



Particulars (continued)

Item 11. Security Deposit: (Clause 1 & 8.1)	\$1,000 plus GST
Item 12. Community Use: (Clause 1 & 14.1)	The carrying on of Not for Profit activities normally associated with a tennis club.
Item 13. Hours of Use (Clause 14.4)	'Not Applicable'
Item 14. Special Conditions: (Clause 1 & 22.6)	The Special Conditions in section two of Annexure A form part of this Lease.
Item 15. Changes to Council's standard terms: (Clause 23.6)	The following standard clauses have been amended (as set out in section one of Annexure A): Recital 1 15.5 Signs 14.4 Hours of Use 18.7 Waste Services



Particulars

Item 1.	Council: (Clause 1)	Maroondah City Council of 179 Maroondah Highway Ringwood 3134
Item 2.	Tenant: (Clause 1)	East Croydon Kilsyth Tennis Club Inc., ACN A0009583D. P.O Box 931 Croydon 3136 ecktennis@gmail.com
Item 3.	Land: (Clause 1)	The land contained in certificate of title volume 8652 folio 978 and known as Charles Allen Reserve, Hull Road, CROYDON
Item 4.	Premises: (Clause 1)	That part of the Land shown bounded in red on the plan in Annexure B
Item 5.	Commencement Date: (Clause 1)	1 JANUARY 2023
Item 6.	Term: (Clause 1)	5 years
Item 7.	Further Term(s): (Clause 1 & 3.2)	1 further term(s) of 5 years
Item 8.	First and Last dates for exercising the Option for the Further Term: (Clause 3.2.1)	First Date for exercising Option - July 2027 Last Date for exercising Option - October 2027
Item 9.	Rent : (Clause 1 & 3)	Year 1: \$6,402.40 incl GST Year 2: \$6,562.46 incl GST Year 3 - 5: In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule The Rent is payable quarterly in advance, within 30 days of Council issuing an invoice for the Rent, commencing on the Commencement Date, and then on each anniversary of the Commencement Date during the Term and any Further Term. This payment obligation also applies to the payment of Rent during any Further Term.
Item 10.	Rent During Further Term: (Clause 1 and 5)	In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule



Particulars (continued)

Item 11. Security Deposit: (Clause 1 & 8.1)	\$1,000 plus GST
Item 12. Community Use: (Clause 1 & 14.1)	1. 2. The carrying on of Not for Profit activities normally associated with a tennis club.
Item 13. Hours of Use (Clause 14.4)	'Not Applicable'
Item 14. Special Conditions: (Clause 1 & 22.6)	The Special Conditions in section two of Annexure A form part of this Lease.
Item 15. Changes to Council's standard terms: (Clause 23.6)	The following standard clauses have been amended (as set out in section one of Annexure A): Recital 1 15.5 Signs 14.4 Hours of Use 18.7 Waste Services



Particulars

Item 1.	Council: (Clause 1)	Maroondah City Council of 179 Maroondah Highway Ringwood 3134
Item 2.	Tenant: (Clause 1)	Gracedale Park Tennis Club Inc., ACN A0003739R PO Box 157 Ringwood East 3135 President@gracedaleparktennisclub.club
Item 3.	Land: (Clause 1)	The land contained in certificate of title volume 7762 folio 72 and known as Gracedale Park, Gracedale Avenue, NORTH BAYSWATER
Item 4.	Premises: (Clause 1)	That part of the Land shown bounded in red on the plan in Annexure B
Item 5.	Commencement Date: (Clause 1)	1 JANUARY 2023
Item 6.	Term: (Clause 1)	5 years
Item 7.	Further Term(s): (Clause 1 & 3.2)	1 further term(s) of 5 years
Item 8.	First and Last dates for exercising the Option for the Further Term: (Clause 3.2.1)	First Date for exercising Option - July 2027 Last Date for exercising Option - October 2027
Item 9.	Rent : (Clause 1 & 3)	Year 1: \$6,402.40 incl GST Year 2: \$6,562.46 incl GST Year 3 - 5: In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule The Rent is payable quarterly in advance, within 30 days of Council issuing an invoice for the Rent, commencing on the Commencement Date, and then on each anniversary of the Commencement Date during the Term and any Further Term. This payment obligation also applies to the payment of Rent during any Further Term.
Item 10.	Rent During Further Term: (Clause 1 and 5)	In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule



Particulars (continued)

Item 11. Security Deposit: (Clause 1 & 8.1)	\$1,000 plus GST
Item 12. Community Use: (Clause 1 & 14.1)	1. 2. The carrying on of Not for Profit activities normally associated with a tennis club.
Item 13. Hours of Use (Clause 14.4)	'Not Applicable'
Item 14. Special Conditions: (Clause 1 & 22.6)	The Special Conditions in section two of Annexure A form part of this Lease.
Item 15. Changes to Council's standard terms: (Clause 23.6)	The following standard clauses have been amended (as set out in section one of Annexure A): Recital 1 15.5 Signs 14.4 Hours of Use 18.7 Waste Services



Particulars

Item 1. Council: (Clause 1)	Maroondah City Council of 179 Maroondah Highway Ringwood 3134
Item 2. Tenant: (Clause 1)	Heathmont Tennis Club Inc., ACN A00014155A ABN 87 791 369 519 president.heathmonttc@gmail.com
Item 3. Land: (Clause 1)	The land contained in certificate of title volume 678 folio 486 and known as Cnr. Canterbury Road & Waterloo Street, HEATHMONT
Item 4. Premises: (Clause 1)	That part of the Land shown bounded in red on the plan in Annexure B
Item 5. Commencement Date: (Clause 1)	1 JANUARY 2023
Item 6. Term: (Clause 1)	5 years
Item 7. Further Term(s): (Clause 1 & 3.2)	1 further term(s) of 5 years
Item 8. First and Last dates for exercising the Option for the Further Term: (Clause 3.2.1)	First Date for exercising Option - July 2027 Last Date for exercising Option - October 2027
Item 9. Rent : (Clause 1 & 3)	Year 1: \$7,152.80 incl GST Year 2: \$7,331.62 incl GST Year 3 - 5: In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule The Rent is payable quarterly in advance, within 30 days of Council issuing an invoice for the Rent, commencing on the Commencement Date, and then on each anniversary of the Commencement Date during the Term and any Further Term. This payment obligation also applies to the payment of Rent during any Further Term.
Item 10. Rent During Further Term: (Clause 1 and 5)	In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule



Particulars (continued)

Item 11. Security Deposit: (Clause 1 & 8.1)	\$1,000 plus GST
Item 12. Community Use: (Clause 1 & 14.1)	The carrying on of Not for Profit activities normally associated with a tennis club.
Item 13. Hours of Use (Clause 14.4)	'Not Applicable'
Item 14. Special Conditions: (Clause 1 & 22.6)	The Special Conditions in section two of Annexure A form part of this Lease.
Item 15. Changes to Council's standard terms: (Clause 23.6)	The following standard clauses have been amended (as set out in section one of Annexure A): Recital 1 15.5 Signs 14.4 Hours of Use 18.7 Waste Services



Particulars

Item 1.	Council: (Clause 1)	Maroondah City Council of 179 Maroondah Highway Ringwood 3134
Item 2.	Tenant: (Clause 1)	Ringwood Central Tennis Club Inc. ABN 32652329494 PO Box 867, Ringwood
Item 3.	Land: (Clause 1)	The land contained in certificate of title volume 10798 folio 333 and known as Jubilee Park, Gardini Avenue, RINGWOOD
Item 4.	Premises: (Clause 1)	That part of the Land shown bounded in red on the plan in Annexure B
Item 5.	Commencement Date: (Clause 1)	1 JANUARY 2023
Item 6.	Term: (Clause 1)	5 years
Item 7.	Further Term(s): (Clause 1 & 3.2)	1 further term(s) of 5 years
Item 8.	First and Last dates for exercising the Option for the Further Term: (Clause 3.2.1)	First Date for exercising Option - July 2027 Last Date for exercising Option - October 2027
Item 9.	Rent : (Clause 1 & 3)	Year 1: \$9,404.00 incl GST Year 2: \$9,639.10 incl GST Year 3 - 5: In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule The Rent is payable quarterly in advance, within 30 days of Council issuing an invoice for the Rent, commencing on the Commencement Date, and then on each anniversary of the Commencement Date during the Term and any Further Term. This payment obligation also applies to the payment of Rent during any Further Term.
Item 10.	Rent During Further Term: (Clause 1 and 5)	In accordance with the endorsed Community Facilities Pricing Policy - Lease and Licence Schedule



Particulars (continued)

Item 11. Security Deposit: (Clause 1 & 8.1)	\$1,000 plus GST
Item 12. Community Use: (Clause 1 & 14.1)	The carrying on of Not for Profit activities normally associated with a tennis club.
Item 13. Hours of Use (Clause 14.4)	'Not Applicable'
Item 14. Special Conditions: (Clause 1 & 22.6)	The Special Conditions in section two of Annexure A form part of this Lease.
Item 15. Changes to Council's standard terms: (Clause 23.6)	<p>The following standard clauses have been amended (as set out in section one of Annexure A):</p> <p>Recital 1</p> <p>15.5 Signs</p> <p>14.4 Hours of Use</p> <p>18.7 Waste Services</p>